

TLE & PLE

Document Title

Document Number

**TEMPORARY LIMITED EASEMENT
&
PERMANENT LIMITED EASEMENT**

Drafted by:

Jeremy R. McKenzie
Assistant City Attorney
841 North Broadway, 7th Floor
Milwaukee, WI 53202

Recording Area

Name and Return Address

Jeremy R. McKenzie
Assistant City Attorney
841 North Broadway, 7th Floor
Milwaukee, WI 53202

This document is between City of Milwaukee (“**City**”), as Grantor of the temporary limited easement (“**TLE**”) and the permanent limited easements (“**PLE**”) herein described, and the Alice’s Garden (“**Alice**”), as Grantee of those easements.

RECITALS

A. The City owns fee title to that certain property in the City of Milwaukee, Milwaukee County, Wisconsin, herein called “**Brown Street Academy**,” that is depicted on **EXHIBIT A**, having the following address and tax key number:

Address: 2029 North 20th Street, Milwaukee, Wisconsin

Tax Key No.: 350-2901-201

B. Alice is working on the construction of a green infrastructure project on the parcel it occupies as a tenant of Milwaukee County that abuts the Brown Street Academy to the north (the “**Project**”) the Project is described and depicted on Exhibit B.

C. In conjunction with the Project:

1. Certain elements of the green infrastructure project will be permanently located on the Brown Street Academy parcel **PLE-Area** owned by the City, shown on **EXHIBIT A**, legally described on **EXHIBIT B**; and

D. To allow relocation of the portion of the project to be constructed in the **PLE-Area**, City will allow a TLE in the **TLE Area** shown on **EXHIBIT A**, legally described on **EXHIBIT B**.

E. The City approved this document by City Common Council Resolution File No. _____.

AGREED

1. **Recitals.** The recitals above are hereby acknowledged and agreed to.

2. **TLE to Alice, Construction.** City hereby grants to Alice and its contractors, a TLE to enter the TLE Area to construct a portion of the Project, in a good and workmanlike manner, in accordance with the approved plans. Without the need to record any satisfaction of this TLE with the ROD, **this TLE automatically expires on _____.**

Alice shall inform its contractors they must stay within the TLE Area.

3. **PLE to Alice.** City hereby grants to Alice, a PLE in and to the PLE- Area so the same may be used as the location for the portion of the Project located on the Brown Street Academy parcel. The PLE allows entry and access as necessary to the PLE-Area to accommodate Alice maintenance, repair and replacement of the portion of the Project as needed.

5. **Maintenance of the PLE Area.** Alice, as Grantee of the PLE-Area and owner of the improvements located in the PLE-Area is solely responsible for maintaining the PLE-Area and the Green Infrastructure located thereon. In the event that Alice does not maintain the PLE-Area, City shall notify Alice in writing of the maintenance deficiencies. In the event Alice does not rectify the maintenance deficiencies within the time established in the written notification (which shall not be less than 30 days), City may, at City's sole discretion, either (1) begin undertaking maintenance responsibility for the PLE-Area and may make any changes to the Brown Street Academy Parcel it deems necessary, all costs incurred by City for such maintenance of the PLE-Area shall be invoiced to and paid by Alice; or (2) disconnect the Green Infrastructure located on the Property from the CITY's storm sewer

6. **Counterparts; Recording.** This document may be signed in one or more counterparts each of which shall, when taken together, constitute one and the same document. Original signatures shall be provided for recording purposes. This document shall be recorded in the Milwaukee County Register of Deeds Office by Alice at Alice's expense. The PLE's herein granted run with the land and are binding on successors and assigns.

7. **Amendment.** This document may only be amended by a written instrument signed by all of the parties hereto (or their successors in interest).

8. **Insurance.** Throughout the term of this Agreement, Alice shall maintain insurance coverage acceptable to City but not less than the following: (a) comprehensive liability insurance, naming City and its officers, agents and employees, as additional insureds, against all claims, demands, actions for personal injury to or death in an amount not less than \$1,000,000 for each personal injury to or death of one person in any one accident; \$5,000,000 for personal injury or death of more than one person in any one accident; *and* in an amount not less than \$5,000,000 for damage to property in any one accident. Alice shall have the right to maintain the insurance coverage required to be maintained hereunder under umbrella or blanket insurance coverage covering other premises so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Agreement. At the option of City, the aforesaid minimum amounts may be reviewed and increased or decreased every five (5) years, with any such adjustment being commercially reasonable and proportionate to the then current economic conditions.

Alice shall provide CITY with a certificate(s) of insurance, naming CITY as an additional insured for purposes of this Agreement, and providing that the insurance company will furnish CITY with a thirty (30) days written notice of cancellation, non-renewal, or material change.

9. Notice. All notices to be given by one party to the other under this Agreement shall be in writing and given either by personal delivery or certified mail, postage prepaid, to the addresses set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

To Alice:

To CITY:

City of Milwaukee
Department of Public Works
841 North Broadway
Milwaukee, WI 53202
Attn: Commissioner

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed and entered as of the date first written above.

<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Mayor Tom Barrett</p> <p>CITY CLERK</p> <p>_____, James R. Owczarski, City Clerk</p> <p>Countersigned:</p> <p>By: _____</p>	<p>ALICE: ALICE'S GARDEN</p> <p>By: _____ _____, Its _____</p>
---	---

<p>Martin Matson, Comptroller</p> <p>Milwaukee City Attorney Approval and Authentication</p> <p>Jeremy R. McKenzie, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City and RACM representatives above, and also authenticates the signatures of those City and RACM representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b). CAO 177821.</p> <p>By: _____ JEREMY R. MCKENZIE Assistant City Attorney State Bar No. 1051310.</p> <p>Date: _____</p>	
--	--

STATE OF WISCONSIN}
MILWAUKEE COUNTY }

Personally came before me this ____day of _____, 2018, the above named _____ the _____ of _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public - State of Wisconsin
My Commission: _____

EXHIBIT A: MAP

EXHIBIT B – LEGAL DESCRIPTIONS

Permanent Limited Easement-PLE Area

Temporary Limited Easement –TLE Area