

UNDERGROUND CONDUIT EASEMENT

Document Title

Document Number

UNDERGROUND CONDUIT EASEMENT

Drafted by:

City of Milwaukee
Department of Public Works

Recording Area

Name and Return Address

City of Milwaukee
Department of City Development
(Misky)
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

Tax Key No. 7219999200

Parcel Identification Number (PIN)

THIS UNDERGROUND CONDUIT EASEMENT (the “**EASEMENT**”), made as of _____, 2019, is from the CITY OF MILWAUKEE (“**City**”) a municipal corporation, to MKE FUEL LLC (“**MKE Fuel**”) a _____ limited liability company , and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

1. City Parcel; Easement Area. City owns property in the City of Milwaukee, Wisconsin, with an address of 1701R East College Avenue, and a tax key number of 7219999200 (the “**Parcel**”), and City is willing to grant to MKE Fuel 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.

2. Easement Grant. City grants to MKE Fuel, and MKE Fuel accepts, a permanent easement in and to the Easement Area, together with the right of ingress and egress to the Easement Area, so MKE Fuel may enter the Parcel to use the Easement Area. Within the Easement Area, MKE Fuel may construct, operate, maintain, inspect, repair, enlarge, reconstruct, replace, and relocate, as MKE Fuel deems necessary, a 12-inch wide underground conduit package and related facilities and appurtenances (collectively, the “**Facilities**”).

3. Maintenance. MKE Fuel 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 City except fence, ordinary lawns, and walkways (“**Permitted Improvements**”). If, in exercising MKE Fuel’s rights hereunder, MKE Fuel causes damage to, or removes, any Permitted Improvements, MKE Fuel shall replace or repair same, at MKE Fuel expense to substantially the same condition as existed previously.

5. Hold Harmless. In consideration of the foregoing grant of easement by City, it is understood that during the time the Facilities are located in or on the Easement Area pursuant to this grant, MKE Fuel will indemnify and save City, its successors and assigns harmless from any and all claims, judgments, damages, penalties, fines, costs paid in settlement of claims, or losses (including attorneys’ fees) in connection with any claims for injury or death to any person or for damage to property of any person arising out of MKE Fuel’s exercise of any of its rights under this easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the City.

6. City Construction. If City constructs any structure, building, or improvement adjacent to the Easement Area, or any Permitted Improvement within the Easement Area, or if City undertakes any other work within the Easement Area, City assumes liability for any damage to the Facilities in the Easement Area. 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, City shall first submit plans therefore to the MKE Fuel for review by MKE Fuel.

7. Charge. In exchange for this easement, MKE Fuel shall pay \$5,000.00 to City. In addition, MKE Fuel shall be responsible for all fees associated with applications for permits or approvals to connect to the Facilities, the regular and customary connection permit fee in effect at the time of application shall be paid, and MKE Fuel shall connect per City requirements, and **(b)** the underground conduit maintenance, user fees, and other underground conduit fees in effect that are chargeable to or against real property or owners, shall be paid.

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

9. Recording; Miscellaneous. This Easement **(a)** shall be recorded with the Milwaukee County Register of Deeds by MKE Fuel, **(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. City has full right and authority to enter, and grant, this Easement.

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 OF MILWAUKEE</p> <p>By: _____ Tom Barrett, Mayor</p> <p>By: _____ James Owczarski, City Clerk</p> <p>Countersigned:</p> <p>By: _____ Martin Matson, Comptroller</p> <p>City Common Council Resolution File No. _____, adopted on _____, 2019.</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>1050-2019-1218:260891</p>	<p>MKE FUEL, LLC</p> <p>By: _____ _____, _____</p> <p>MKE FUEL 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: _____ My commission: _____</p> <p>[notarial seal]</p>
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EXHIBIT A
LEGAL DESCRIPTION OF "EASEMENT AREA"

EXHIBIT B
DEPICTION OF “EASEMENT AREA”