



Legislation Text

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ORIGINAL

THE CHAIR

Resolution authorizing the proper City officials to execute and accept a non-exclusive easement granted by the MMSD for the North Holton Street Viaduct and the right to operate, inspect, maintain, repair, and reconstruct the North Holton Street Viaduct and appurtenances thereto with the right of entry. (Infrastructure Services Div.)

- Analysis -

Resolution authorizing the proper City officials to execute and accept a non-exclusive easement granted by the MMSD for the North Holton Street Viaduct and the right to operate, inspect, maintain, repair, and reconstruct the North Holton Street Viaduct and appurtenances thereto with the right-of-way entry.

Whereas, The City of Milwaukee owns the North Holton Street Viaduct and is responsible for its maintenance; and

Whereas, A portion of the North Holton Street Viaduct occupies lands owned by the Milwaukee Metropolitan Sewerage District (MMSD); and

Whereas, Future maintenance and reconstruction can only be accomplished through the granting of an easement by MMSD and acceptance of same by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the proper City officials are authorized to execute the non-exclusive easement from the MMSD, incorporated herein by reference as though set forth in full, for the North Holton Street Viaduct and the right to operate, inspect, maintain, repair, and reconstruct the North Holton Street Viaduct

and appurtenances thereto with the right of entry in accordance with the following conditions.

1. That said North Holton Street Viaduct shall be maintained and kept in good order and condition by the City of Milwaukee.
2. That in and during the operation, inspection, maintenance, repair or reconstruction, so much of the surface or subsurface of the property as may be disturbed will, at the expense of the City of Milwaukee, be placed in substantially the same condition as it was prior to such disturbance, and the party of the second part shall save harmless the MMSD, their successors and assigns, from all loss or injury to their property and from any loss, damage, or liability of any kind whatsoever due to such construction or maintenance, and resulting from negligence on the part of the City of Milwaukee; provided, that if any loss, damage, injury or liability results from the joint negligence of the parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which, under law, the City of Milwaukee is entitled to raise.
3. That no structure may be placed within the limits of the easement by the MMSD except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed; provided that the parties of the first part submit three (30 sets of plans to the Commissioner of Public Works for approval and secure other necessary permits before commencing construction of the improvements, and that the City of Milwaukee will replace such damaged or removed walks, driveways or parking lot surfacing at its own expense after making any necessary repairs or reconstruction of the Holton Street Viaduct.
4. That 5 days notice shall be given to the MMSD prior to the party of the second part entering said lands except for emergency situations;

and, be it

Further Resolved, That upon execution, the proper City officials are authorized to accept said easement from MMSD; and, be it

Further Resolved, That upon execution of the easement by all parties, the City Comptroller is hereby directed to have a certified copy recorded with the Milwaukee County Register of Deeds.

Infrastructure Services Division

DAN:cjt

September 8, 1997

HOLTON

