Legislation Details (With Text)

File #:	221925 **Version:** 0		
Type:	Resolution	**Status:**	Passed
File created:	4/18/2023	**In control:**	COMMON COUNCIL
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Effective date:			
Title:	Resolution authorizing and granting a Renewal and Second Amendment of a Pipe Line Easement to the MKE Fuel Company LLC for a portion of the City-owned property at 1600 East College Avenue for General Mitchell International Airport, in the 13th Aldermanic District.		
Sponsors:	ALD. SPIKER		
Indexes:	AIRPORTS, EASEMENTS		
Attachments:	1. 221925 Pipe Line Easement Extension.pdf, 2. 221925 Fiscal Impact Statement Final		

Date	Ver.	Action By	Action	Result	Tally
4/18/2023	0	COMMON COUNCIL	ASSIGNED TO		
4/26/2023	0	PUBLIC WORKS COMMITTEE	RECOMMENDED FOR ADOPTION	Pass	5:0
5/9/2023	0	COMMON COUNCIL	ADOPTED	Pass	15:0
5/16/2023	0	MAYOR	SIGNED		

221925
ORIGINAL

ALD. SPIKER
Resolution authorizing and granting a Renewal and Second Amendment of a Pipe Line Easement to the MKE Fuel Company LLC for a portion of the City-owned property at 1600 East College Avenue for General Mitchell International Airport, in the 13th Aldermanic District.
This resolution permits the City of Milwaukee to renew and amend a pipe line easement for the transmission of aviation fuel to General Mitchell International Airport.
Whereas, By Pipe Line Easement dated August 9, 1972, the City of Milwaukee ("City") granted to The Union Oil Company of California ("Unocal"), its successors and assigns, a Pipe Line Easement ("Easement") for the construction and maintenance of a pipe line for the transmission of aviation fuel along the east boundary line of 1600 East College Avenue to General Mitchell International Airport ("GMIA"); and

Whereas, Unocal sold its interest in the terminal, pipe line and related facilities ("Facilities") located near GMIA to Shell Oil Company ("Shell") effective October 16, 1995, wherein Shell assumed the rights for the pipe line covered under said Easement; and

Whereas, Shell conveyed all of its interest in the Facilities to Equilon Enterprises LLC ("Equilon"), effective July 1, 1998, wherein Equilon assumed the rights for the pipe line covered under said Easement; and

Whereas, The initial twenty-five (25) year-term of the Easement expired on August 8, 1997, and the

terms of the Easement state that after its expiration, “it may be renewed by mutual agreement between the Grantor (the City of Milwaukee or the “City”) and the Grantee (“Shell”) in writing at no additional consideration;” and

Whereas, In 2015, pursuant to Common Council File No. 150738, the City approved that certain Assignment and Ratification of Pipeline Easement (the “First Amendment”) (Common Council File No. 150738) which, among other things: ratified the Easement, recognized Equilon Enterprises LLC (“Equilon”) as the current owner of the Facilities, as the successor and assignee to Unocal and Shell; and established a first renewal term of twenty-five (25) years; and

Whereas, The First Amendment also provided that the Easement may be assigned or conveyed by Equilon, provided that written notice of the same has been given to the City; and

Whereas, Equilon assigned the Easement to MKE Fuel Company LLC (“MKE Fuel”) pursuant to that certain Assignment and Assumption of Pipeline Easement dated as of February 27, 2017, and provided notice of the same to City pursuant to that certain letter dated of even date therewith in accordance with the First Amendment; and

Whereas, The renewal period for the Easement was twenty-five (25) years and expired on August 9, 2022; and

Whereas, Upon expiration of the twenty-five (25) year-term, the Easement may be renewed, by mutual agreement of the parties hereto, provided written notice of intent to renew is provided to the City prior to the expiration of the term; and

Whereas, City Real Estate staff has reached a negotiated fee between MKE Fuel and the City to renew easement rights, in the annual amount of $30,000 with a 3 percent annual escalator; and

Whereas, The City and MKE Fuel agree that, except for the easement fee and a second renewal of the term for an additional 25 years, all other terms and conditions of the original Easement, as prior modified by the First Amendment, shall remain in full force and effect, unless otherwise amended by a written agreement recorded in the conveyance records of Milwaukee County; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of the Department of City Development, or designee, is authorized to execute the easement renewal and amendment, and other documents necessary to grant the easement, and to take such further acts as are or may be necessary to effectuate this resolution; and, be it

Further Resolved, The annual compensation for the easement shall be deposited with the City.
DCD:David.Misky:dpm
04/18/23/A