



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2011-0109	Resolution	Introduced
Resolution granting a Permanent Easement by the City of West Allis to Time Warner Entertainment Co., L.P. to Install a Fiber Optic Cable on the Property located at 8435-37 West National Avenue & 1981 South 84th Street.		
Introduced: 4/19/2011		Controlling Body: Public Works Committee
		Sponsor(s): Public Works Committee

COMMITTEE RECOMMENDATION

Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>4/19/2011</u>		<input checked="" type="checkbox"/>	Barczak	<input checked="" type="checkbox"/>			
			Czaplewski	<input checked="" type="checkbox"/>			
			Kopplin				
			Lajsic				
			Narlock				
			Reinke	<input checked="" type="checkbox"/>			
			Roadt	<input checked="" type="checkbox"/>			
			Sengstock	Excused			<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>4</u>			<u>1</u>

SIGNATURE OF COMMITTEE MEMBER

Henry J. Barczak

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>APR 19 2011</u>	<input checked="" type="checkbox"/>		Barczak	<input checked="" type="checkbox"/>			
			Czaplewski	<input checked="" type="checkbox"/>			
			Kopplin	<input checked="" type="checkbox"/>			
			Lajsic	<input checked="" type="checkbox"/>			
			Narlock	<input checked="" type="checkbox"/>			
		<input checked="" type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
			Roadt	<input checked="" type="checkbox"/>			
			Sengstock				<input checked="" type="checkbox"/>
			Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>9</u>			<u>1</u>



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2011-0109

Final Action:

APR 19 2011

Sponsor(s): Public Works Committee

Resolution granting a Permanent Easement by the City of West Allis to Time Warner Entertainment Co., L.P. to Install a Fiber Optic Cable on the Property located at 8435-37 West National Avenue & 1981 South 84th Street.

WHEREAS, the City of West Allis ("City") has agreed to grant to Time Warner Entertainment Co., L.P. ("Time Warner") a Permanent Easement ("Easement"), a copy of which is attach hereto and incorporated herein by reference, on the property located at 8435-37 West National Avenue and 1981 South 84th Street, West Allis, WI and legally described in Exhibit "A" and depicted in Exhibit "B" of the Easement; and,

WHEREAS, Time Warner, in consideration for this Easement, will have an additional fiber optic duct installed in said cable to be used by the City's Information Technology Division; and,

WHEREAS, Time Warner is willing to accept all the terms and conditions of said Easement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

- 1) That the Permanent Easement between the City of West Allis and Time Warner Entertainment Co., L.P., which is attached hereto and incorporate herein by reference, be and the same is hereby accepted and approved.
 - 2) That the Mayor and the City Administrative Officer, Clerk/Treasurer be and are hereby authorized and directed to execute the attached Permanent Easement on behalf of the City of West Allis.
- ATTR-Permanent Easement-CWA & Time Warner

ADOPTED

APR 19 2011

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

4/25/11

Dan Devine, Mayor

PERMANENT EASEMENT

For good and valuable consideration which, **City of West Allis**, hereinafter referred to as "Grantor", owner of land, acknowledges receipt of, grants and warrants to **Time Warner Entertainment Co., L.P., and its affiliates and licenses, successors and assigns**, hereinafter collectively referred to as "Grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "the easement area".

Recording Area

The entire property is legally described as: SEE EXHIBIT "A",

Name and Return Address

Time Warner Cable
1320 N. Martin Luther King Drive
Milwaukee, WI 53212

Part of 478.0030.001

Parcel Identification Number

Property Address: 8435-37 West National Avenue & 1981 South 84th Street

The location of the easement area, with respect to the Grantor's land, is shown on the attached drawing, marked Exhibit "B", incorporated into and made a part hereof by reference.

1. **Purpose:** The purpose of this easement is to construct, reconstruct, operate, maintain, repair, replace, and/or remove fiber optic cable in a 2 inch duct for the transmission of signals used in the provision of cable television, communication, audio, video and/or information services or uses for which such facilities may be used including but not limited to cables, ground connections, appurtenances, provided all of these items are underground.
This easement does not permit the removal of any trees, bushes, or branches, which may be within grantee's easement area.
2. **Access:** Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area. Grantee does not have permission to do boring pits in or on the stamped colored concrete walks on Grantors property.
3. **Buildings or Other Above Ground Facility Improvements:** Grantee shall not construct or place any above ground buildings or other facility improvements in the Easement Area without the written consent of the Grantor. Grantor agrees to review and render a decision on any request of the Grantee, to construct above ground improvements or in the easement area within 120 days of said Grantees written request. Said approval for above ground items may require landscaping/screening per direction of Grantor.
4. **Elevation:** Grantee agrees that the elevation of the ground surface existing as of the date of the initial installation of grantee's facilities, within the easement area will not be altered by more than 4 inches without the written consent of the grantor.
5. **Restoration:** Grantee agrees to restore or cause to have restored the grantor's land as nearly as is reasonably possible to the condition existing prior to such entry by the grantee or its agents. This restoration however, must be done within the growing season that the work was completed by Grantee.

CONTINUED ON NEXT PAGE

6. **Exercise of Rights:** It is agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future and that none of the rights herein granted shall be lost by non-use.
7. This grant of easement shall be binding upon and inure to the benefits of the heirs, successors and assigns of all parties hereto.

Grantor: City of West Allis

Dan Devine, Mayor

Print Name & Title Dan Devine, Mayor

Paul M. Ziehler

Print Name & Title Paul M. Ziehler, City Administrative Officer, Clerk/Treasurer

State of Wisconsin)
) ss
Milwaukee County)

Personally came before this 26 day of April, 2011, the above-named Dan Devine and Paul M. Ziehler, to me known to be the Mayor and City Administrative Officer, Clerk/Treasurer of the City of West Allis, respectively, a Wisconsin Municipal Corporation, and the persons who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of the City.

Janel M. Lemanske
(Janel M. Lemanske)
Notary Public, State of Wisconsin
My Commission Expires: 9-14-14

Approved as to form by the City Attorney's Office
this _____ day of _____, 2011.

City Attorney

This instrument was drafted on behalf
of the City of West Allis by:
Scott E. Post, Esq.
City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214

DD/Time Warner Cable Easement

EXHIBIT "A"

The following described premises being located in the City of West Allis,

County of Milwaukee, State of Wisconsin to-wit: Part of the

South West 1/4 of Section 4, Township 6 North of Range 21 East in the 4th Ward of the City of West Allis, bounded and described as follows: Commencing at a point in the East line of the South West 1/4 of Section 4, 1827.9 feet North of the South East corner of said 1/4 Section, running thence North on and along the East line of the South West 1/4 of Section 4, 156.39 feet to a point in the South line of the Honey Creek Cemetery Grounds; thence Westerly on and along the South line of the Cemetery Grounds, 115.5 feet to a point; thence North on and along the Westerly side of the Cemetery Grounds, 547.17 feet to a point in the center line of National Avenue; thence South 65° & 30' West on and along the center line of National Avenue, 284.71 feet to a point (said point being 356.2 feet West of the East line of said 1/4 Section) thence South on and along a line which is 356.2 feet West of and parallel with the East line of said 1/4 Section, 443.8 feet to a point in the North Bank of Honey Creek, thence South 68°45' East on and along the North Bank of Honey Creek, 166.40 feet to a point; thence South 40°6' East on and along the North Bank of Honey Creek 176.5 feet to a point; thence South 67°36' East on and along the North Bank of Honey Creek, 72 feet to the point of commencement,

and also

That part of the Southwest one quarter (S.W.1/4) of Section four (4), Township numbered six (6) North, Range twenty one (21) East, in the fourth ward of the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows, to-wit:

Commencing at a point in the center line of South 85th Street extended, said point being seven hundred forty nine (749) feet North of the North line of West Becher Street and three hundred fifty six and twenty hundredths (356.20) feet West of the East line of said one quarter section; thence South 88° 46' West and parallel to the North line of West Becher Street ninety two and twenty one hundredths (92.21) feet to a point; thence North 21° 36' West two hundred forty one (241) feet to a point in the Southerly line of West National Avenue; thence North 65° 24' East along the Southerly line of West National Avenue one hundred ninety nine and fifteen hundredths (199.15) feet to a point in the center line of South 85th Street extended; thence South along the center line of South 85th Street extended three hundred five and eight hundredths (305.08) feet to the place of beginning.



CITY CLERK/TREASURER'S OFFICE

414/302-8200 or 414/302-8207 (Fax)

www.westalliswi.gov

Paul M. Ziehler

City Admin. Officer, Clerk/Treasurer

Monica Schultz

Assistant City Clerk

Rosemary West

Treasurer's Office Supervisor

**OFFICE OF CITY CLERK/TREASURER
CITY OF WEST ALLIS, WISCONSIN**

CERTIFICATION

April 26, 2011

I hereby certify that the attached is a true and correct copy of Resolution granting a Permanent Easement by the City of West Allis to Time Warner Entertainment Co., L.P. to install a Fiber Optic Cable on the Property located at 8435-37 West National Avenue & 1981 South 84th Street, adopted at the meeting of the City of West Allis Common Council held on April 19, 2011.

Paul M. Ziehler

City Administrative Officer

Clerk/Treasurer

PERMANENT EASEMENT

For good and valuable consideration which, **City of West Allis**, hereinafter referred to as "Grantor", owner of land, acknowledges receipt of, grants and warrants to **Time Warner Entertainment Co., L.P., and its affiliates and licenses, successors and assigns**, hereinafter collectively referred to as "Grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "the easement area".

Recording Area

Name and Return Address

Time Warner Cable
1320 N. Martin Luther King Drive
Milwaukee, WI 53212

The entire property is legally described as: SEE EXHIBIT "A",

Part of 478.0030.001

Parcel Identification Number

Property Address: 8435-37 West National Avenue & 1981 South 84th Street

The location of the easement area, with respect to the Grantor's land, is shown on the attached drawing, marked Exhibit "B", incorporated into and made a part hereof by reference.

1. **Purpose:** The purpose of this easement is to construct, reconstruct, operate, maintain, repair, replace, and/or remove fiber optic cable in a 2 inch duct for the transmission of signals used in the provision of cable television, communication, audio, video and/or information services or uses for which such facilities may be used including but not limited to cables, ground connections, appurtenances, provided all of these items are underground.
This easement does not permit the removal of any trees, bushes, or branches, which may be within grantee's easement area.
2. **Access:** Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area. Grantee does not have permission to do boring pits in or on the stamped colored concrete walks on Grantors property.
3. **Buildings or Other Above Ground Facility Improvements:** Grantee shall not construct or place any above ground buildings or other facility improvements in the Easement Area without the written consent of the Grantor. Grantor agrees to review and render a decision on any request of the Grantee, to construct above ground improvements or in the easement area within 120 days of said Grantees written request. Said approval for above ground items may require landscaping/screening per direction of Grantor.
4. **Elevation:** Grantee agrees that the elevation of the ground surface existing as of the date of the initial installation of grantee's facilities, within the easement area will not be altered by more than 4 inches without the written consent of the grantor.
5. **Restoration:** Grantee agrees to restore or cause to have restored the grantor's land as nearly as is reasonably possible to the condition existing prior to such entry by the grantee or its agents. This restoration however, must be done within the growing season that the work was completed by Grantee.

CONTINUED ON NEXT PAGE

6. **Exercise of Rights:** It is agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future and that none of the rights herein granted shall be lost by non-use.
7. This grant of easement shall be binding upon and inure to the benefits of the heirs, successors and assigns of all parties hereto.

Grantor: City of West Allis

Dan Devine, Mayor

Print Name & Title Dan Devine, Mayor

Paul M. Ziehler

Print Name & Title Paul M. Ziehler, City Administrative Officer, Clerk/Treasurer

State of Wisconsin)
) ss
Milwaukee County)

Personally came before this 26 day of April, 2011, the above-named Dan Devine and Paul M. Ziehler, to me known to be the Mayor and City Administrative Officer, Clerk/Treasurer of the City of West Allis, respectively, a Wisconsin Municipal Corporation, and the persons who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of the City.

Janel M. Lemanski
(Janel M. Lemanski)
Notary Public, State of Wisconsin
My Commission Expires: 9-14-14

Approved as to form by the City Attorney's Office
this 26 day of April, 2011.

Scott E. Post
City Attorney

This instrument was drafted on behalf
of the City of West Allis by:
Scott E. Post, Esq.
City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214

DD/Time Warner Cable Easement

EXHIBIT "A"

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County of Milwaukee, State of Wisconsin to-wit: Part of the

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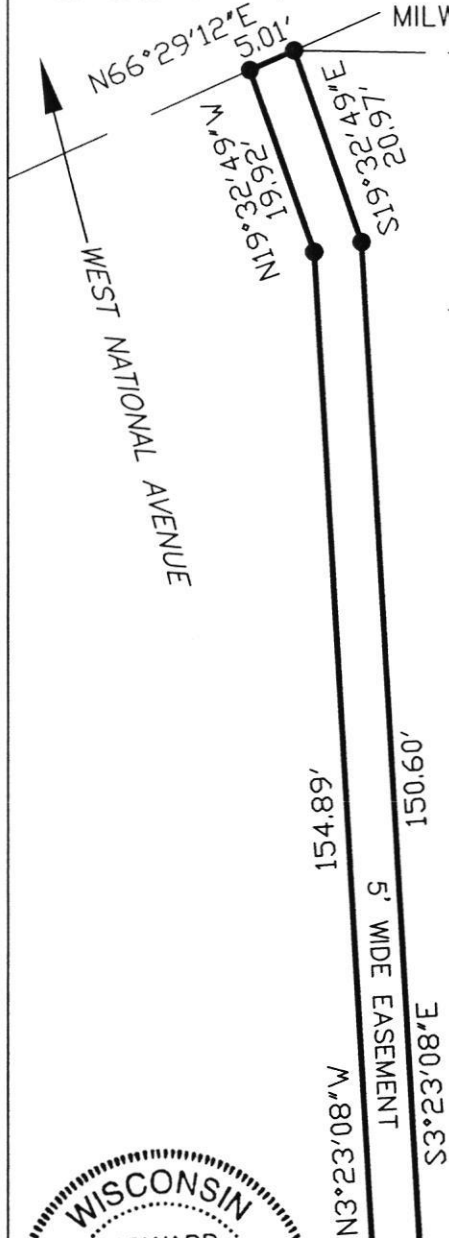
and also

That part of the Southwest one quarter (S.W. 1/4) of Section four (4), Township numbered six (6) North, Range twenty one (21) East, in the fourth ward of the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows, to-wit:

Commencing at a point in the center line of South 85th Street extended, said point being seven hundred forty nine (749) feet North of the North line of West Becher Street and three hundred fifty six and twenty hundredths (356.20) feet West of the East line of said one quarter section; thence South 88° 46' West and parallel to the North line of West Becher Street ninety two and twenty one hundredths (92.21) feet to a point; thence North 21° 36' West two hundred forty one (241) feet to a point in the Southerly line of West National Avenue; thence North 65° 24' East along the Southerly line of West National Avenue one hundred ninety nine and fifteen hundredths (199.15) feet to a point in the center line of South 85th Street extended; thence South along the center line of South 85th Street extended three hundred five and eight hundredths (305.08) feet to the place of beginning.

EXHIBIT "B" FOR EASEMENT

LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 04, TOWNSHIP 06 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.



LEGEND

- MARKED FOR EASEMENT CORNER
- ⊙ SECTION CORNER MONUMENT



1 inch = 20 ft.

Legal Description of Easement:

Located in part of the Northeast Quarter of the Southwest Quarter of Section 04, Township 06 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Center of said Section 04; thence, on an assumed bearing along the east line of the Southwest Quarter of said Section 04, South 00 degrees 58 minutes 15 seconds West a distance of 268.26 feet; thence North 89 degrees 01 minutes 45 seconds West a distance of 364.69 feet to the point of beginning; thence South 19 degrees 32 minutes 49 seconds East a distance of 20.97 feet; thence South 03 degrees 23 minutes 08 seconds East a distance of 150.60 feet; thence North 86 degrees 36 minutes 52 seconds East a distance of 26.87 feet; thence North 58 degrees 20 minutes 55 seconds East a distance of 46.07 feet; thence South 31 degrees 39 minutes 05 seconds East a distance of 5.00 feet; thence South 58 degrees 20 minutes 55 seconds West a distance of 47.33 feet; thence South 86 degrees 36 minutes 52 seconds West a distance of 33.13 feet; thence North 03 degrees 23 minutes 08 seconds West a distance of 154.89 feet; thence North 19 degrees 32 minutes 49 seconds West a distance of 19.92 feet to the Southerly right-of-way line of West National Avenue; thence, along said southerly line, North 66 degrees 29 minutes 12 seconds East a distance of 5.01 feet to the point of beginning.



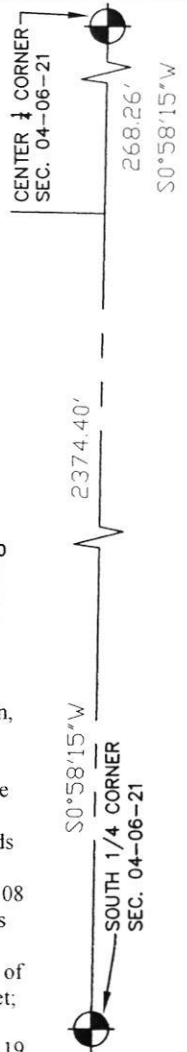
MARCH 30, 2011



1700 Industrial Drive
Green Bay, WI 54302
920.465.8018

LOT 2, BLOCK 2
ASSESSOR'S PLAT NO. 254

WATER TOWER



TW-82436

4



DOC.# 09993772

Document Number

Document Title

PERMANENT EASEMENT

For good and valuable consideration which, **City of West Allis**, hereinafter referred to as "Grantor", owner of land, acknowledges receipt of, grants and warrants to **Time Warner Entertainment Co., L.P., and its affiliates and licenses, successors and assigns**, hereinafter collectively referred to as "Grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "the easement area".

The entire property is legally described as: SEE EXHIBIT "A",

Recording Area

Name and Return Address

Time Warner Cable
1320 N. Martin Luther King Drive
Milwaukee, WI 53212

Part of 478.0030.001

Parcel Identification Number

Property Address: 8435-37 West National Avenue & 1981 South 84th Street

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- Purpose:** The purpose of this easement is to construct, reconstruct, operate, maintain, repair, replace, and/or remove fiber optic cable in a 2 inch duct for the transmission of signals used in the provision of cable television, communication, audio, video and/or information services or uses for which such facilities may be used including but not limited to cables, ground connections, appurtenances, provided all of these items are underground.
This easement does not permit the removal of any trees, bushes, or branches, which may be within grantee's easement area.
- Access:** Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area. Grantee does not have permission to do boring pits in or on the stamped colored concrete walks on Grantors property.
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CONTINUED ON NEXT PAGE

5/12/11
Joe,
Here is the Certified Copy
of the Time Warner Cable
in the Water Tower park on
84th & National.
Please file this copy.
Del

R-2011-0109

4-19-11
#35

4



* 0 9 9 9 3 7 7 2 *

DOC.# 09993772

Document Number

Document Title

RECORDED 05/05/2011 01:16PM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

PERMANENT EASEMENT

For good and valuable consideration which, **City of West Allis**, hereinafter referred to as "Grantor", owner of land, acknowledges receipt of, grants and warrants to **Time Warner Entertainment Co., L.P., and its affiliates and licenses, successors and assigns**, hereinafter collectively referred to as "Grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "the easement area".

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Grantor: City of West Allis

Dan Devine Mayor

Print Name & Title Dan Devine, Mayor

Paul M. Ziehler

Print Name & Title Paul M. Ziehler, City Administrative Officer, Clerk/Treasurer

State of Wisconsin)
) ss
Milwaukee County)

Personally came before this 26 day of April, 2011, the above-named Dan Devine and Paul M. Ziehler, to me known to be the Mayor and City Administrative Officer, Clerk/Treasurer of the City of West Allis, respectively, a Wisconsin Municipal Corporation, and the persons who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of the City.

Janel M. Lemanski
(Janel M. Lemanski)
Notary Public, State of Wisconsin
My Commission Expires: 9-14-14

Approved as to form by the City Attorney's Office
this 26 day of April, 2011.

Scott E. Post
City Attorney

This instrument was drafted on behalf
of the City of West Allis by:
Scott E. Post, Esq.
City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214

DD/Time Warner Cable Easement

EXHIBIT "A"

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County of Milwaukee, State of Wisconsin to-wit: Part of the

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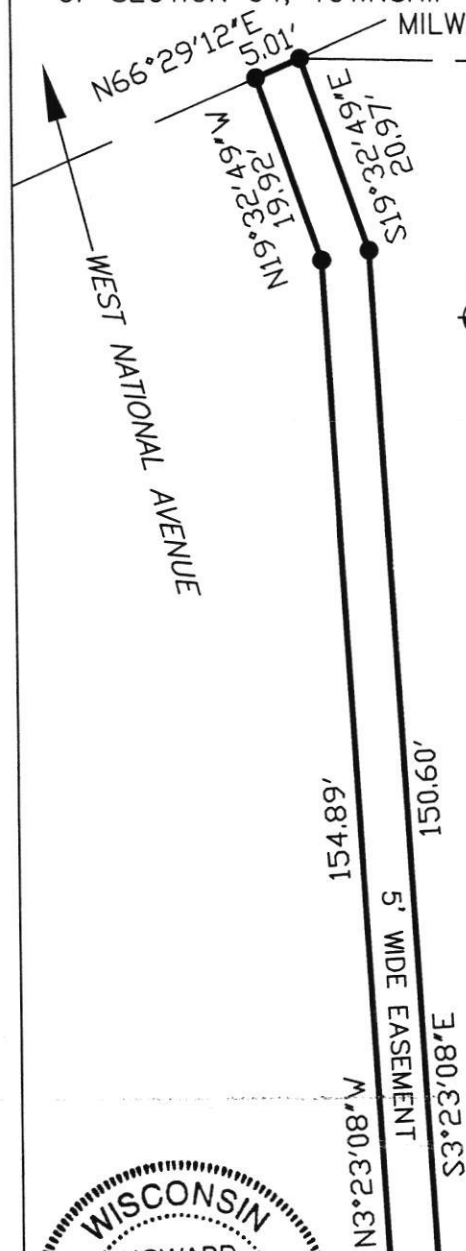
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Commencing at a point in the center line of South 85th Street extended, said point being seven hundred forty nine (749) feet North of the North line of West Becher Street and three hundred fifty six and twenty hundredths (356.20) feet West of the East line of said one quarter section; thence South 88° 46' West and parallel to the North line of West Becher Street ninety two and twenty one hundredths (92.21) feet to a point; thence North 21° 36' West two hundred forty one (241) feet to a point in the Southerly line of West National Avenue; thence North 65° 24' East along the Southerly line of West National Avenue one hundred ninety nine and fifteen hundredths (199.15) feet to a point in the center line of South 85th Street extended; thence South along the center line of South 85th Street extended three hundred five and eight hundredths (305.08) feet to the place of beginning.

EXHIBIT "B" FOR EASEMENT

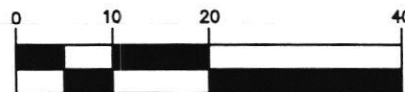
LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 04, TOWNSHIP 06 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.



LEGEND



MARKED FOR EASEMENT CORNER
SECTION CORNER MONUMENT



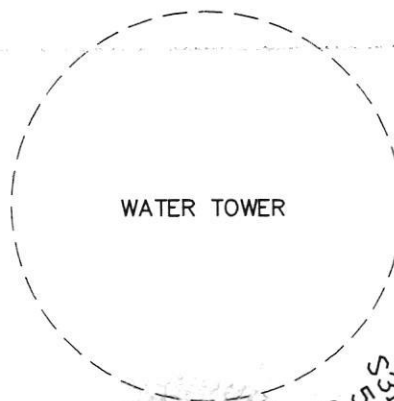
1 inch = 20 ft.

Legal Description of Easement:

Located in part of the Northeast Quarter of the Southwest Quarter of Section 04, Township 06 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Center of said Section 04; thence, on an assumed bearing along the east line of the Southwest Quarter of said Section 04, South 00 degrees 58 minutes 15 seconds West a distance of 268.26 feet; thence North 89 degrees 01 minutes 45 seconds West a distance of 364.69 feet to the point of beginning; thence South 19 degrees 32 minutes 49 seconds East a distance of 20.97 feet; thence South 03 degrees 23 minutes 08 seconds East a distance of 150.60 feet; thence North 86 degrees 36 minutes 52 seconds East a distance of 26.87 feet; thence North 58 degrees 20 minutes 55 seconds East a distance of 46.07 feet; thence South 31 degrees 39 minutes 05 seconds East a distance of 5.00 feet; thence South 58 degrees 20 minutes 55 seconds West a distance of 47.33 feet; thence South 86 degrees 36 minutes 52 seconds West a distance of 33.13 feet; thence North 03 degrees 23 minutes 08 seconds West a distance of 154.89 feet; thence North 19 degrees 32 minutes 49 seconds West a distance of 19.92 feet to the Southerly right-of-way line of West National Avenue; thence, along said southerly line, North 66 degrees 29 minutes 12 seconds East a distance of 5.01 feet to the point of beginning.

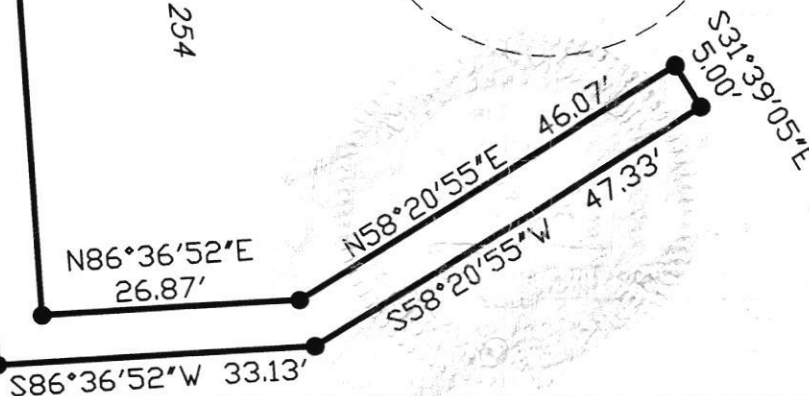
LOT 2, BLOCK 2
ASSESSOR'S PLAT NO. 254



WATER TOWER



MARCH 30, 2011



TW-82436

RECEIVED
MAY 11 2011
WEST ALLIS
CITY ATTORNEY

STATE OF WISCONSIN
MILWAUKEE COUNTY

I, the undersigned Register of Deeds of Milwaukee County, hereby certify that this document is a true and correct copy of the original on file or record in my office. Witness my hand and official seal this

date MAY - 5 2011

John La Fave
JOHN LA FAVE
Register of Deeds