

PERMANENT ACCESS & INFRASTRUCTURE EASEMENT

THIS PERMANENT ACCESS AND INFRASTRUCTURE EASEMENT (“Easement”), made by **City of Milwaukee** (“Grantor”), hereby conveys an easement as to the specific property described in Exhibit A and shown in Exhibit B (“Property”) to the **Milwaukee Metropolitan Sewerage District** (“Grantee”), a municipal corporation, for the purpose of accommodating Grantee’s infrastructure, specifically the relocation of CSO 195 as shown in Exhibit C attached hereto and made a part hereof, hereinafter referred to as the “Facilities.”

Now, therefore, in consideration of the sum of One dollar (\$1.00) and other valuable consideration, Grantor and Grantee agree as follows:

1. Recitals: The above recitals are deemed true and correct and are incorporated into this Easement and made a part hereof.
2. Grant of Easement: Grantor gives to Grantee a perpetual easement for the Facilities to be located upon, under, and across the Property, delineated on Exhibits A and B and herein after referred to as the “Easement Area.”
3. Grantee and Grantee’s employees, contractors, and agents shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Property to access, install, lay, construct, maintain, inspect, repair, remove, replace, renew, use, and operate the Facilities.
4. The terms and conditions of this Easement, including the benefits and burdens, shall be perpetual, shall run with the Property, and shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, successors, and assigns.
5. Grantee agrees to restore the Property as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Facilities.
6. The Grantor hereby reserves the right to full use and enjoyment of the Easement Area except for such use as may unreasonably interfere with the exercise by the Grantee of the rights granted herein. Grantor shall not construct any building on or over the Easement Area. Any significant change of grade in the Easement Area shall be reviewed and approved by Grantee. Such reviews will be made in a timely fashion and at no charge.
7. Grantee shall indemnify and save harmless the Grantor, its successors and assigns, from all loss or injury to the Property and persons due to maintenance, inspection, repair, removal, replacement, renewal, use, and operation of the Facilities and no special charge will be made against the Property for the cost of such maintenance, inspection, repair, removal, replacement, renewal, use, and operation of the Facilities.
8. This Easement will become effective upon the date of the recording with the Milwaukee County Register of Deeds.

This space is reserved for recording data

Return to:
Milwaukee Metropolitan Sewerage District
Attn: Real Estate Department
260 West Seeboth Street
Milwaukee, Wisconsin, 53204-1446

Parcel Identification Number/Tax Key Number
Part of 4633999720

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement agreement to be executed by their duly authorized officers.

Board of Harbor Commissioners on behalf of the City of Milwaukee

By: _____

Timothy Hoelter, BHC President

By: _____

Cavalier Johnson, Mayor

By: _____

(Print name): _____, Port Director

By: _____

Bill Christianson, Comptroller

By: _____

James Owczarski, City Clerk

Alex Carson, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the above City signatories per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

Asst. City Attorney Alex Carson

SBN 1098157

Date: _____

Milwaukee Metropolitan Sewerage District

(Signature)

Kevin L. Shafer, Executive Director

(Print Name and Title)

(Date)

State of Wisconsin)

) ss.

Milwaukee County)

On the above date, this instrument was acknowledged before me by the above-named Kevin L. Shafer, Executive Director of the Milwaukee Metropolitan Sewerage District, known to me to be such officer, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by his authority as such officer.

Approved as to form
Attorney for the District

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

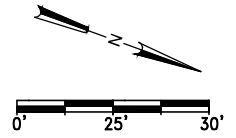
A 40-foot-wide permanent easement located in Government Lot 2 of Section 4, Township 6 North, Range 22 East, City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Center of said Section 4; thence North $88^{\circ}35'14''$ East along the south line of Government Lot 2, 1499.26 feet to the west line of South Lincoln Memorial Drive; thence North $19^{\circ}29'46''$ West along said west line, 536.10 feet; thence North $70^{\circ}30'14''$ East, 100.00 feet to the east line of South Lincoln Memorial Drive and the point of beginning; thence North $19^{\circ}29'46''$ West along said east line, 40.02 feet; thence North $72^{\circ}25'51''$ East, 53.23 feet to the eastern edge of an existing outfall; thence South $19^{\circ}26'57''$ East along said eastern edge, 40.02 feet; thence South $72^{\circ}25'51''$ West, 53.20 feet to the point of beginning; containing 2,129 square feet (0.05 acres).

EXHIBIT B

MAP OF INFRASTRUCTURE – SEE NEXT PAGE

EXHIBIT B - CONTINUED



MAP OF INFRASTRUCTURE

