

TEMPORARY LIMITED EASEMENT FOR CONSTRUCTION PURPOSES

CITY OF MILWAUKEE, as GRANTOR (“CITY”), and the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, as GRANTEE (“DOT”), for and in consideration of the sum of one dollar (\$1) and other good and valuable consideration, hereby agree as follows.

1. **City Easements.** City states that it acquired certain easement rights by virtue of the following documents recorded in the Milwaukee County Register of Deeds Office:

A. **Sewer Easement 1877 (“SE 1877”).** Recorded June 19, 1969 as Document No. 4470341.

B. **Sewer Easement 1972 (“SE 1972”) and Water Easement 295D (“WE 295D”).** Recorded August 13, 1971 as Document No. 4614192.

2. **State Project and Plat.** The DOT, for purposes of improvement to STH 181 (North 76th Street, West Calumet Road to North County Line Road) (Project No. 2140-08-22), wishes to construct, operate, and maintain a public highway and appurtenant facilities on, over, under, or across a portion of the real estate affected by SE 1877, SE 1972 and WE 295D. The legal description of said portion of real estate is shown as AREA 60 and AREA 62 on TRANSPORTATION PROJECT PLAT NO. 2140-08-22 Page 4.9, which plat DOT filed with the Milwaukee County Clerk and Milwaukee County Highway Committee as required by Wis. Stat. § 84.09 (1), and recorded in the Milwaukee County Register of Deeds Office as Document No. 09442421. The PLAT is also available for viewing at the DOT Office, North Central Region, located at 1681 South Second Avenue South, Wisconsin Rapids, WI 54495. A Map of such portion (i.e. AREAS 60 and 62), and a legal description describing those AREAS are attached hereto as **EXHIBIT A.**

3. **TLE Conveyance.** DOT has the authority under Wis. Stat. §§ 84.02, 84.09 and Ch. 32 to acquire interests in real estate, including interests in AREAS 60 and 62, including a temporary construction easement affecting CITY’s interest therein.

CITY hereby conveys to DOT a temporary and limited construction easement (“TLE”) so as to allow DOT to occupy AREAS 60 and 62 for highway-improvement purposes, including constructing slopes and drainage facilities, the right to operate equipment thereon, the right of ingress and egress thereto for such highway-improvement purpose, and the right to preserve, protect, remove or plant thereon vegetation that the highway authorities may deem desirable to prevent erosion of soil, provided the foregoing rights are consistent with CITY’s rights under SE 1877, SE 1972 and WE 295D. DOT shall use care regarding its operations so as not to damage City’s facilities.

4. **City Reservation.** The CITY hereby reserves to itself the right to continue to use AREAS 60 and 62 and to maintain in those AREAS its facilities in a manner consistent with SE 1877, SE 1972 and WE 295D.

CITY further reserves to itself the right to keep in place its underground facilities currently located subsurface in AREAS 60 and 62, and the right to enter upon said AREAS and to repair,

replace, and maintain CITY's facilities therein in a manner consistent with the purposes of this conveyance and in a manner that will not unreasonably interfere with normal highway maintenance and operation.

CITY retains and does not convey any and all other right, title and interest under SE 1877, SE 1972 and WE 295D (and the real estate subject to those easements) not affected hereby.

5. **No Recording.** This TLE shall not be recorded in the Register of Deeds Office and shall automatically terminate without further act or the need for further documentation when the DOT completes Project No. 2140-08-71.

6. **Future.** DOT agrees that the costs of any relocation or alteration, now or in the future, of the CITY's facilities in AREAS 60 and 62, when required by the DOT for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by DOT; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at CITY's instance for CITY purposes will be defrayed by CITY.

This conveyance is binding on the CITY and the DOT, and their respective successors and assigns.

IN WITNESS WHEREOF, DOT and the CITY have caused this document to be executed by their authorized signatories as of this _____ day of _____, 2007.

DOT: STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION

By: _____

Name Printed: _____

Title: _____

CITY: CITY OF MILWAUKEE

By: _____

Jeffrey Mantes, Commissioner, City of Milwaukee, Department of Public Works, signing per Common Council Resolution No. _____

And By: _____

Ron Leonhardt, City Clerk

City Attorney Approval

Gregg Hagopian, hereby approves the above City signatures per Milwaukee Code of Ordinances § _____.

By: _____
GREGG C. HAGOPIAN, Assistant City Attorney, State Bar No. 1007373.

Date: _____

Cao 121006

EXHIBIT A

LEGAL DESCRIPTION AND MAP