

DEVELOPMENT AND CREDIT PURCHASE AGREEMENT

(Property Owner as Developer; Gallon Capture Credit Purchase)

THIS DEVELOPMENT AND CREDIT PURCHASE AGREEMENT (this "Agreement") is made as of the _____ day of _____, 2026 ("Effective Date"), by and between **Milwaukee Board of School Directors** with an address of 5225 W. Vliet St. Milwaukee, WI 53208 ("MBSD"), the **City of Milwaukee** with an address of 200 E. Wells Street, Milwaukee, WI 53202 ("City"), and **CIS MMSD, LLC**, a Delaware Limited Liability Company, with its principal office located at 301 Metro Center Boulevard, Suite 204, Warwick, RI 02886 ("Manager" or "CIS" or "Credit Purchaser") (singularly "Party" and collectively "Parties").

WITNESSETH

WHEREAS, the City is the owner of a certain parcel of real estate identified as 1020 W. Cleveland Ave., Milwaukee, WI ("Property" or "Project Site") and

WHEREAS, the City and MBSD, via City of Milwaukee Common Council Resolution 48-104-j (1955), have joint-interest in all playfields in the City of Milwaukee, Wisconsin; and

WHEREAS, pursuant to that Common Council Resolution 48-104-j (1955), any development or layout changes to a playfield requires mutual agreement between the City and MBSD; and

WHEREAS, MBSD wishes to act as the developer or to retain a third party to act as the developer of Green Infrastructure ("GI") at the Property on the terms and conditions set forth in this Agreement and as described more fully in **Exhibit 1** attached hereto ("Project"); and

WHEREAS, CIS wishes to purchase Gallon Capture Credits that are generated in connection with the GI on the terms and conditions set forth in this Agreement ("Gallon Capture Credits" or "GCCs");

WHEREAS, MBSD shall plan, design, develop, construct, service, maintain and manage in accordance with the terms and conditions of this Agreement and as set forth in **Exhibit 1** ("Project Scope, Schedule, Budget and Gallon Capture Credit Purchase Terms") attached hereto; and

WHEREAS, MBSD has executed a License Agreement with CIS, granting CIS access to the Project and for maintenance, as set forth at **Exhibit 2**, attached hereto;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, MBSD, the City, and CIS (collectively, "Parties") hereby agree as follows:

1. Agreement to Act as Developer. MBSD hereby confirms that it shall develop itself or hire a third-party developer to develop the Project upon the terms and conditions set forth in this Agreement.

2. Development Obligations.

- a. MBSD shall oversee and perform the timely development and construction of the Project by itself or by others in accordance with the Project Documents, perform the services and carry out the responsibilities with respect to the Project as are set forth herein, at **Exhibit 1**, and such additional services and responsibilities that shall be agreed to by both Parties, in writing.
- b. MBSD's services shall be performed in the name of and on behalf of itself, and subject to such revisions in scope and schedule of the Project as may be made pursuant to this Agreement, and shall include as follows:
 - i. Oversee the negotiation and execution in its name and on its behalf, of agreements for engineering, testing, construction and consulting services for the Project, or any amendments thereto, to the extent applicable, subject to the reasonable review and approval of CIS and, if requested, by Milwaukee Metropolitan Sewer District ("District" or "MMSD");
 - ii. With the assistance of CIS, dealing with or assist in dealing with neighborhood groups, local organizations and government authorities, abutters and other parties interested in the development of the Project, as applicable;
 - iii. Oversee the establishment and implementation of appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:
 1. overseeing the construction contracts;
 2. vetting, selecting, and hiring subcontractors and suppliers;
 3. cooperate in the coordination or, if delegated by CIS, be responsible for obtaining, maintaining and closing out any and all governmental permits and approvals as necessary and required for the lawful construction of the Project;
 4. participating in conferences and the rendering of such advice and assistance as reasonably necessary for developing economical, efficient and desirable design and construction procedures required of the Project;
 5. overseeing, managing, and completing the construction and development of the Project, with input and advice as may be reasonably necessary requested from time to time by CIS of MBSD;
 6. keeping CIS informed on a regular basis of the progress of the design and construction of the Project; and

7. reviewing, negotiating and executing any requests for changes (with advance written notice to CIS) to the agreements with the architect, the general contractor, and other contractors, professionals and consultants engaged for the design and construction of the Project, as applicable and necessary.
 - iv. To the extent requested to do so by CIS, oversee the preparation and distribution to CIS a phasing schedule and periodic updates thereto, as necessary;
 - v. Use its good faith efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by CIS;
 - vi. Oversee, perform and/or administer any and all other services and responsibilities as are set forth in **Exhibit 1** (“Project Scope, Schedule, and Gallon Capture Credit Purchase Terms”); and
 - vii. Environmental investigation, remediation and compliance as per local, state and federal requirements.
- c. Definitions. For purposes of this Agreement, the below terms shall have the following meaning:
- i. “Budget Book” means a document setting forth, with respect to each Budget Project, or attaching: (a) its location and scope; (b) the “Best Management Practices” (“BMPs”) to be constructed or installed on the Project Site; and (c) a site plan for the Project at the Project Site.
 - ii. “Best Management Practices” or “BMP’s” shall be consistent with the MMSD Fresh Coast Protection Partnership Design Guideline Standards dated October 28, 2020 and as may be subsequently updated and amended, and includes any or all, as the context may indicate, structural devices or nonstructural water quality practices generally accepted in the industry, and may include those approved, published, or permitted by the EPA (including those subsequently approved), or other green infrastructure controls which are designed to store or treat stormwater runoff in order to mitigate flooding, reduce pollution loads, achieve target pollutant load reduction percentages, reduce the cost per gallon captured or provide other amenities and benefits for improving water quality and, if applicable, meeting Wisconsin Pollutant Discharge Elimination System (“WPDES”) program and Environmental Protection Agency (“EPA”) regulatory requirements or generating Gallon Capture Credits.

- iii. “Certifier” means the person or firm engaged to verify to the District the performance of Work in accordance with the requirements of this Agreement and the issuance of certificates of Gallon Capture Credits, see **Exhibit 1**.
- iv. “Gallon Capture Credit” means a credit earned as certified by a Certifier (identified or approved by CIS per **Exhibit 1**) and delivered to the District on a “per gallon captured” basis for placing in operation a GI measure, measured in accordance with a District approved GI retention capacity calculating method.
- v. “Project” means a Proposed Project, Budgeted Project, Completed Project, Certified Project or Maintenance Project, as the context requires.

3. Default – Notice and Cure.

- a. Any of the following events constitutes an "Event of Default" by MBSD under this Agreement: (i) there is any negligent, intentional or willful misconduct or gross negligence by MBSD in the discharge of its duties and obligations under this Agreement; or (ii) MBSD fails to keep, observe, or perform any other material covenant, agreement, term, or provision of this Agreement required to be kept or observed or performed by, which failure results in, or is likely to result in, a material detriment to or an impairment of the Project or of the GCCs which MBSD is obligated to operate and maintain.
- b. Provided, however, that in the event of a default, CIS shall provide MBSD fourteen (14) days’ written notice to cure or commence to fully cure such default. Such cure period shall be reasonably adjusted for such period MBSD is diligently pursuing a cure of such default.

4. Project Scope, Schedule, and Gallon Capture Credit Purchase Terms. The Project Scope, Schedule, and Gallon Capture Credit Purchase Terms shall be as set forth herein and at **Exhibit 1**.

- 4a. Acceptance of Project by District: The Parties expressly acknowledge and agree that this Agreement shall only take effect, and MBSD’s performance and its continued performance hereunder shall be contingent upon and subject to the District’s approval, acceptance and continuation of the Project as part of the District’s Community-Based Green Infrastructure program with CIS and compliance with the District’s Community-Based Green Infrastructure program.
- 4b. Recapture Credit and/or Gallon Capture Credit Restriction: MBSD understands and agrees that gallons recaptured pursuant to this Agreement and/or Gallon Capture Credit generated in connection with the Project cannot and shall not be used to offset non-Agreement obligations or other surface water and stormwater recapture program obligations including those under the District’s Chapter 13 Surface Water and Stormwater Rule without the District’s prior written approval.

5. Conservation Easement. After the completion of construction of the Project, MMSD shall receive a Conservation Easement from the City for that Project. The Conservation Easement will be limited to the GI installed through the specific Project. The term of each Conservation Easement to be provided under this Agreement will be 11 years. MMSD and the City will cooperate with MMSD to prepare the necessary Conservation Easement. A copy of the form Conservation Easement is attached to the License Agreement, hereto as **Exhibit 2**. The Parties note that such attachment is merely a template and the Conservation Easement that is ultimately executed for a given Project through this Agreement may differ. MMSD shall record the Conservation Easement at MMSD's expense.
6. Waiver of Claims for Consequential Damages. The Parties each waive against each other claims for consequential damages arising out of or relating to this Agreement. This mutual waiver includes: (a) damages incurred for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (b) damages incurred or losses sustained for financing, business and reputation, and for loss of profit. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement. IN NO EVENT, WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE BY EITHER PARTY, ITS CONTRACTORS, AGENTS, CONSULTANTS OR VENDORS AT ANY TIER OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, SHALL EITHER PARTY, ITS CONTRACTORS, AGENTS, CONSULTANTS OR VENDORS AT ANY TIER BE LIABLE FOR OR OBLIGATED IN ANY MANNER TO PAY SPECIAL OR CONSEQUENTIAL DAMAGES.
7. Notices. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be in writing, signed by the Party giving the same, personally delivered, certified or registered mailed or sent by electronic mail, and shall be deemed to have been duly given upon receipt or refusal by the Party or applicable member at its address as set forth below, or at such other address as may be designated by written notice to the other Party.

7a. Notices to CIS will be sent to:

CIS MMSD, LLC
ATTN: William E. Culton, Jr., Esq., General Counsel
301 Metro Center Blvd, Suite 204
Warwick, RI 02886
(401) 228-2805

With a copy to:

CIS MMSD, LLC
ATTN: Tim Toohey, Authorized Representative
tim.toohey@cisolutions.com

7b. Notices to City will be sent to:

Jerrel Kruschke
Department of Public Works
841 North Broadway, Room 820
Milwaukee, Wisconsin 53202
414-286-2400
jkrusc@milwaukee.gov

With a copy to:

Jordan M. Schettle
Office of the City Attorney
841 North Broadway, 10th Floor
Milwaukee, Wisconsin 53202
414-286-2615
jschet@milwaukee.gov

7c. Notices to MBSD will be sent to:

Pamela W. Zimmerman
Milwaukee Recreation
1124 North 11th Street, Room 304
Milwaukee, Wisconsin 53233
414-283-777
linnpj@milwaukee.k12.wi.us

With a copy to:

Sheila Thobani
Office of the City Attorney
841 North Broadway, 10th Floor
Milwaukee, Wisconsin 53202
414-286-2621
sthoba@milwaukee.gov

8. Governing Law; Binding Dispute Resolution: This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the state where the Project is located.
9. Miscellaneous.
 - a. This Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns. MBSD may not assign this Agreement to any person or entity without the prior written consent of CIS.

- b. The descriptive paragraph headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.
- c. Nothing in this Agreement shall be construed as establishing a partnership or joint venture between MBSD and CIS.
- d. All representations, warranties, covenants, agreements and indemnification set forth in this Agreement shall survive the completion of the Project.
- e. This Agreement may not be modified, amended or revised, except by written instrument signed by each of the Parties hereto.
- f. The obligations and undertakings of MBSD set forth in this Agreement are made for the benefit of MBSD and its members and shall not inure to the benefit of any creditor.
- g. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Operating Agreement.
- h. Except as otherwise expressly provided in this Agreement and **Exhibit 1**, MBSD shall be responsible for paying all Project development costs, including but not limited to foreseen and unforeseen Project and Property conditions, labor and material cost escalations, force majeure events (including casualties, acts of God, pandemics/epidemics, war or strikes where the Project is located).

10. Loan Protection and Cooperation.

- a. If applicable, the Parties hereby (i) acknowledge that the Project may be financed, in part or in whole, by a loan made to MBSD by a lender (together with all successors and assigns, including the holders of any beneficial interests in such Loan, "Lender") pursuant to a loan agreement, promissory note, and other loan documents (the "Loan Documents") which will be secured by the Project, and (ii) represent, warrant and agree that they will not alter, modify, or change the terms of this Agreement or agree to cancel or terminate this Agreement without the prior written consent of the Lender, if required.
- b. MBSD agrees to comply with and cooperate in establishing and verifying compliance with any federal, state or local public funding requirements, including but not limited to the Clean Water Fund Program ("CWF"), Clean Water and Drinking Water State Revolving Funds ("SRS"), Wisconsin Department of Natural Resources funds ("WIDNR"), and/or as may be more specifically described at **Exhibit 1**.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

CIS MMSD, LLC

By: _____
Name:
Title:

<p>CITY OF MILWAUKEE By: _____ Mayor Cavalier Johnson</p> <p>CITY CLERK _____ James R. Owczarski, City Clerk</p> <p>Countersigned: By: _____ Bill Christianson, Comptroller</p> <p>City Common Council Resolution File No. _____, adopted on _____, 20____.</p>	<p>CITY ATTORNEY AUTHENTICATION The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the City signatures per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ Name Printed: Jordan M. Schettle Title: Assistant City Attorney</p> <p>State Bar No.: 1104571 Date: _____</p>
<p>MILWAUKEE BOARD OF SCHOOL DIRECTORS By: _____ Dr. Brenda Cassellius Superintendent of Schools</p>	<p>MPS AUTHENTICATION The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the MPS signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ Name Printed: _____ Title: _____ State Bar No.: _____</p> <p>Date: _____</p>

EXHIBIT 1

PROJECT SCOPE, SCHEDULE, AND GALLON CAPTURE CREDIT PAYMENT TERMS

Exhibit 1 to the Development Agreement effective as of the ___ day of _____, 2026 (“Effective Date”), by and between Milwaukee Board of School Directors (“MBSD”), the City of Milwaukee, and CIS MMSD, LLC (“Manager” or “CIS” or “Credit Purchaser”).

I. PROJECT SCOPE AND DEVELOPMENT TERMS:

- a. Green Infrastructure Assets described below and as shown on **Exhibit 3**, Site Plan:
 - Minimum of 86,401 Gallon Capture Credits (“GCCs”) designed in accordance with MMSD standards.
 - Project includes:
 - i. Bioswales A & B: gallon capture credit of: 70,349
 - ii. Permeable pavers: gallon capture credit of 3,089
 - iii. Underground clear stone storage: gallon capture credit of 12,963
 - Price per Gallon Capture Credit: \$1.22
 - Estimate of Final Payment Amount: \$105,409.22
 - Final payment amount will be based on the total Gallon Capture Credits generated by the GI, as approved by MMSD. Any material change in Gallons per this Exhibit shall be mutually agreed upon in writing by CIS MMSD, LLC, MBSD, and MMSD.
 - Project will be delivered as per 100% Design Approval

- b. The District intends to use public funding and grants. The District applies for public funding on a per Project basis. MBSD agrees to comply with and cooperate in establishing and verifying compliance with any federal, state or local public funding requirements, including but not limited to requirements under the Clean Water Fund Program (“CWFP”), Clean Water and Drinking Water State Revolving Funds (“SRS”), and Wisconsin Department of Natural Resources funds (“WIDNR”).

- c. **Certifier** – CIS will be responsible for the payment of the Certifier. Unless a different Certifier is approved in writing and in advance by CIS, the Certifier for the Project shall be:

Mr. Gary Paradoski President
Aqua Vitae Engineering
3400 W. Stonegate Blvd. #100-2311
Arlington Heights, IL 60006
847.239.4512

- d. **CIS shall:** (a) process design submissions to the District and provide comments back to MBSD; and (b) prepare preliminary budget books for District review, comment, and approval. Other: _____

e. Payment of certain Project development costs [check off which applies]:

- MBSD shall pay for all environmental studies, environmental remediation, surveys, any and all permits from applicable jurisdictional local, state and federal authorities, the general contractor and/or construction management costs, and other: all that is required to develop the infrastructure and obtain the Gallon Capture Credits unless otherwise noted.

MBSD acknowledges and agrees that District shall provide design input for the Project including on the design engineer's plans as the design progresses through design phases (30%, 60% and 100% completed design phases). MBSD acknowledges and agrees that the Project shall be subject to District's technical standards and review.

- CIS shall pay for all design engineering cost and geotechnical study.

f. Maintenance responsibilities [check off which applies]:

MBSD shall be responsible to maintain Project and GCCs in accordance with the terms and conditions of this Agreement: _____

CIS shall be responsible to maintain Project and GCCs in accordance with this Agreement and **Exhibit 2**: _____

II. PROJECT SCHEDULE:

Design Start: September, 2021

Design Finish: January, 2024

Construction Start: July, 2024

Construction Finish: May, 2025

III. GALLON CAPTURE CREDIT PAYMENT TERMS:

Only after MMSD has approved the Gallon Capture Credits certified by the Certifier may MBSD submit an invoice to CIS for payment. CIS MMSD, LLC shall pay the invoice within 30 days of receipt of payment supporting documentation and other documentation relative to the Project and/or Developer's obligations hereunder as CIS may reasonably require.

[Signature Pages Follow]

CIS MMSD, LLC

By: _____

Name:

Title:

<p>CITY OF MILWAUKEE By: _____ Mayor Cavalier Johnson</p> <p>CITY CLERK _____ James R. Owczarski, City Clerk</p> <p>Countersigned: By: _____ Bill Christianson, Comptroller</p> <p>City Common Council Resolution File No. _____, adopted on _____, 20____.</p>	<p>CITY ATTORNEY AUTHENTICATION The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the City signatures per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ Name Printed: Jordan M. Schettle Title: Assistant City Attorney</p> <p>State Bar No.: 1104571 Date: _____</p>
<p>MILWAUKEE BOARD OF SCHOOL DIRECTORS By: _____ Dr. Brenda Cassellius Superintendent of Schools</p>	<p>MPS AUTHENTICATION The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the MPS signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ Name Printed: _____ Title: _____ State Bar No.: _____</p> <p>Date: _____</p>

EXHIBIT 2
LICENSE AGREEMENT (ACCESS AND MAINTENANCE)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”), is made as of the _____ day of _____, 2026 by and between Milwaukee Board of School Directors (or other legal entity) (hereinafter referred to as “**MBSD**”), the City of Milwaukee (“**City**”), and CIS MMSD, LLC, (hereinafter referred to as “**CIS**”).

WITNESSETH THAT:

WHEREAS, the City is the owner of that certain parcel of real estate identified as 1020 W. Cleveland Ave., Milwaukee, WI 53215, also known as Modrzejewski Playfield (hereinafter referred to as the “**Property**”); and

WHEREAS, the City and MBSD, via City of Milwaukee Common Council Resolution 48-104-j (1955), have joint-interest in all playfields in the City of Milwaukee, Wisconsin; and

WHEREAS, pursuant to that Common Council Resolution 48-104-j (1955), any development or layout changes to a playfield requires mutual agreement between the City and MBSD; and

WHEREAS, MBSD wishes, and the City consents, to have certain green infrastructure work performed on a portion of the Property, which is generally depicted and identified on Exhibit 1 attached hereto (hereinafter referred to as the “**Licensed Area**”). The green infrastructure work is described more fully in Exhibit 2 attached hereto (hereinafter referred to as the “**Green Infrastructure Project**” or “**Project**”) and is part of the Fresh Coast Protection Partnership green infrastructure program of the Milwaukee Metropolitan Sewerage District (hereinafter referred to as the “**District**”); and

WHEREAS, CIS, in its capacity as manager of the District’s green infrastructure program, has engaged one or more contractors to perform the Green Infrastructure Project on the Licensed

Area (hereinafter collectively referred to as the “Contractor”).

NOW THEREFORE, in consideration of the foregoing recitals and for further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. MBSD hereby grants to CIS, which shall include CIS’s Contractor and such Contractor’s employees, agents and subcontractors (together with CIS, collectively, the “**Licensee Parties**”), a temporary license (hereinafter referred to as the “**License**”) to enter onto and utilize the Licensed Area during the Term of this Agreement for purposes of installing materials and equipment within the Licensed Area, transporting construction materials and equipment over the Licensed Area, and perform maintenance and upkeep work as may be reasonably required to carry out the Green Infrastructure Project in accordance with this Agreement.

2. This Agreement and the License granted hereunder shall commence upon the execution of this Agreement and shall expire upon completion of the Project (hereinafter referred to as the “**Term**”), subject to the Licensee Parties’ limited right to access the Licensed Area thereafter with MBSD’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, to perform any maintenance obligations after the installation of the Project.

3. CIS and all Licensed Parties, prior to entering the Licensed Area, shall purchase and maintain the following insurance coverages during the Term of this Agreement:

- a. Commercial general liability insurance covering all contractors, subcontractors and their subcontractors with limits not less than \$2,000,000 per occurrence for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy or

policies shall not exclude property of MBSD or the City;

- b. Automobile liability insurance in the amount of not less than \$1,000,000 per occurrence combined single limit coverage all owned, leased, rented and non-owned vehicles; and
- c. Umbrella/excess liability insurance in an amount of not less than \$10,000,000 on an occurrence basis in excess of the underlying insurance identified in (a) and (b) above, which is at least as broad as the underlying policies.

CIS and the Licensee Parties will, at MBSD's and the City's request, provide certificates of insurance coverage evidencing the coverages specified in this Section 3. All insurance policies required by this Section 3 shall be issued by good and reputable companies licensed to do business in the State of Wisconsin and shall provide prior written notice to MBSD and the City of any substantial change in the coverage, cancellation or non-renewal. The insurance policies required herein shall include an endorsement naming MBSD and the City as an additional insured.

4. Any construction, installation and maintenance activity shall be performed in a good and workmanlike manner, free and clear of defects in materials and workmanship, except for those inherent in the quality of the work or that the green infrastructure construction documents require or permit. Provided MBSD has paid CIS all undisputed amounts due to the party asserting a lien, claim, or encumbrance, and/or has otherwise fulfilled its payment obligations to CIS under this Agreement, CIS shall not permit any lien to arise, be placed, or be recorded against the Licensed Area or any other portion of the Property, or any improvements thereon, for any labor or materials in connection with work of any character performed or claimed to have been performed on the Licensed Area or any other portion of the Property at the direction of, for the benefit of, or the sufferance of CIS or any of the Licensee Parties. In the event any lien is placed or recorded

against the Licensed Area or any other portion of the Property, or any improvements thereon, as a result of work performed on the Licensed Area or any other portion of the Property by, for the benefit of, or on behalf of CIS, CIS shall pay and have such lien released within thirty (30) days after filing of same. CIS shall promptly provide MBSD and the City with documentation evidencing such release.

5. CIS hereby agrees to indemnify, defend and hold harmless MBSD and the City from and against any and all liability, loss, claims, actions, demands, liens (as provided under this Agreement), damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees incurred by MBSD or the City in connection therewith) arising out of property damage, personal injury, bodily injury or death, but only to the extent caused by the negligence of CIS or the Licensee Parties. Notwithstanding the foregoing, MBSD and the City acknowledge that the work of the Green Infrastructure Project includes construction activities that are inherently hazardous and that MBSD and the City shall restrict their employees and invitees from accessing the Licensed Area during such construction activities. Subject to the law of the state of Wisconsin including, but not limited to, Wis. Stat. §§ 893.80 and 895.46, MBSD and the City shall indemnify and hold harmless CIS and the District, and waive and release CIS and the District, from and against any and all liability, loss, claims, actions, demands, liens, damages, penalties, fines, interest, costs and expenses (including without limitations, reasonable attorneys' fees incurred by CIS in connection therewith) arising out of property damage, personal injury, bodily injury or death, but only to the extent caused by: (i) the negligence of MBSD, its employees, separate contractors or such other persons that MBSD permits or suffers to have access to the Licensed Area during the Term of this Agreement or as authorized by MBSD thereafter for maintenance, whether or not construction activity is then occurring; or (ii) negligence on the part

of the City in connection with the exercise of any rights of the City hereunder. In no event shall MBSD or the City be responsible or have any duty of indemnification under this Section 5 for the negligence or willful misconduct of either CIS, the District, their respective officers, directors, contractors, employees, agents, tenants, or their respective guests, invitees, successors and assigns, or others using and occupying the Easement Area or any part thereof. The foregoing provisions are subject to the legal defenses which, under law, MBSD and the City are entitled to raise. The provisions of this Section shall survive the expiration or termination of this Agreement and the License granted hereunder.

6. CIS shall (a) be responsible for promptly repairing any damage to the Property caused by entering the Licensed Area to substantially the same or better condition than exists as of the date hereof, (b) comply with all laws, ordinances and regulations affecting the Green Infrastructure Work performed in the Licensed Area, including without limitation environmental laws, and (c) not do in the Licensed Area anything that could result in any increase in Property Owner's insurance rates.

7. At the conclusion of the work on the Property, the City shall execute the Limited Term Conservation Easement (the "**Easement**") in the form attached hereto as Exhibit 3. The parties note that such attachment is merely a template and the Conservation Easement that is ultimately executed for the Project through this Agreement may differ. MMSD shall record the Conservation Easement at the MMSD's expense. MBSD acknowledges that the City's failure to execute the Easement will result in significant damages to CIS. MBSD further agrees (a) that, in addition to any other remedy available to it, CIS may seek specific performance of this Section 7 in a court of competent jurisdiction; and (b) to indemnify CIS for CIS's reasonable attorneys' fees and costs incurred in order to obtain specific performance of this Section 7.

8. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. CIS shall not assign this Agreement or permit anyone else to use the Licensed Area, other than one or more of the Licensee Parties, without MBSD's prior written consent.

9. This Agreement shall be construed and given effect in accordance with and governed by the laws of the State of Wisconsin.

10. This Agreement may not be amended except pursuant to a written instrument signed by the party against whom enforcement of such amendment is sought.

11. This Agreement may be signed in multiple counterparts which, when signed and delivered by all the parties, shall constitute a binding agreement. The transmission by PDF through electronic mail of a signed counterpart of this Agreement to a party shall have the same binding effect as the hand delivery of an originally signed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed under seal as of the day and year first above written.

CIS MMSD, LLC

By: _____
Name:
Title:

<p>CITY OF MILWAUKEE By: _____ Mayor Cavalier Johnson</p> <p>CITY CLERK _____ James R. Owczarski, City Clerk</p> <p>Countersigned: By: _____ Bill Christianson, Comptroller</p> <p>City Common Council Resolution File No. _____, adopted on _____, 20____.</p>	<p>CITY ATTORNEY AUTHENTICATION The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the City signatures per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ Name Printed: Jordan M. Schettle Title: Assistant City Attorney</p> <p>State Bar No.: 1104571 Date: _____</p>
<p>MILWAUKEE BOARD OF SCHOOL DIRECTORS By: _____ Dr. Brenda Cassellius Superintendent of Schools</p>	<p>MPS AUTHENTICATION The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the MPS signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ Name Printed: _____ Title: _____ State Bar No.: _____</p> <p>Date: _____</p>

Exhibit 1 of License Agreement

Depiction of Licensed Area

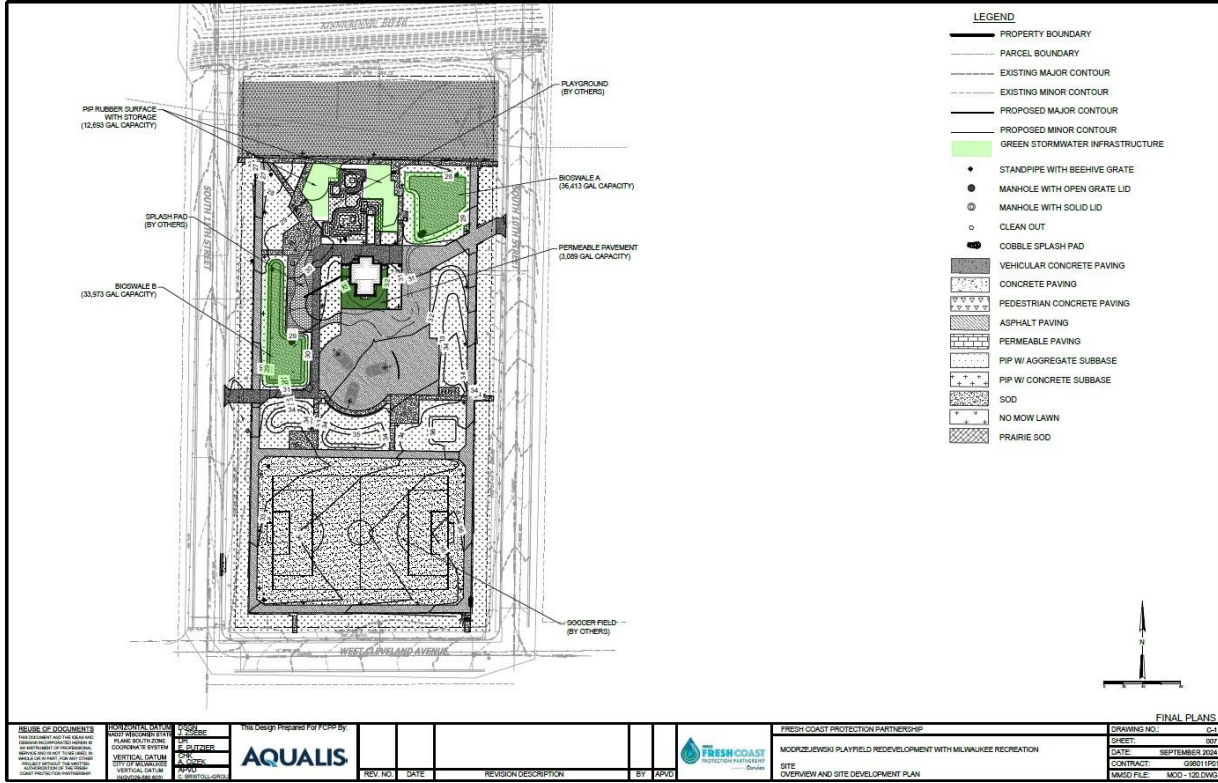


Exhibit 2 of License Agreement

Green Infrastructure Asset more specifically described below that satisfies the following:

The site improvements, not all of which are directly related Green Infrastructure, include removing all concrete and asphalt on the property. The improvements will provide new asphalt for walking paths and a basketball court, new concrete for select walkways and gathering spaces. The on-site drainage will be managed through the use of permeable pavers, deepened storage under the poured in place (PIP) surfacing, and bioswales. The Green Infrastructure will treat much of the runoff on the site, before discharging into the KK River. Grading and minimal gray stormwater infrastructure will direct drainage to the Green Infrastructure throughout the site. Bioswale A and B combined will manage 70,386 gallons. Permeable pavers with underground storage manage 3,089 gallons. PIP surfacing around the play structures will be designed with underground clear stone and will manage 12,963 gallons. In total, the Green Infrastructure will capture 86,168 gallons of stormwater during the 100-year rainfall event.

- Minimum of 86,168 Gallon Capture Credits (“GCCs”) designed in accordance with MMSD standards.
 - o Project includes:
 - Bioswales A & B: gallon capture credit of 70,386
 - Permeable pavers: gallon capture credit of 3,089
 - Underground clear stone storage: gallon capture credit of 12,693

Exhibit 3 of License Agreement

Form of Limited Term Conservation Easement

DOCUMENT NO.

**LIMITED TERM
CONSERVATION
EASEMENT AGREEMENT
FOR GREEN
INFRASTRUCTURE**

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE (“Easement Agreement”) is granted as of the date of last signature below by the City of Milwaukee, a Wisconsin municipality (“City”), to the Milwaukee Metropolitan Sewerage District (“MMSD”). City and MMSD are each a “Party”; together, they are the “Parties.”

RECITALS

A. Property. City is the sole owner of certain property located in Milwaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the “Property”) having an address at 1020 W. Cleveland Ave., Milwaukee, WI 53215. The Parties acknowledge that the Property is operated, managed, and utilized by the Milwaukee Board of School Directors (“MPS”) for the purposes of a playfield known as Modrzejewski Playfield.

This Limited Term Conservation Easement Agreement applies only to certain areas of the Property that have conservation value. These areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (“Green Infrastructure”). Exhibit C shows the area within the Property that is subject to this Limited Term Conservation Easement Agreement (“Easement Area”).

B. Conservation Values. In its present state, the Easement Area has Conservation Value because it has the following features, along with the detention capacity for each:

- Bioswales A & B: 70,386 gallons
- Permeable pavers: 3,089 gallons
- Underground clear stone storage: 12,693 gallons

Recording Area

Name and Return Address:
Milwaukee Metropolitan
Sewerage District
Attention: Real Estate
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Parcel Identification Number:
4970844100

C. Baseline Documentation. The condition of the Easement Area and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (“Baseline Report”) which is on file at the office of MMSD and incorporated into this Easement Agreement by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Easement Area at the time of the conveyance of the Easement described herein and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement Agreement.

D. Public Policies. The preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic, and open space values of real property; ensure its availability for agriculture, forestry, recreation, or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. MMSD is qualified to hold conservation easements under Section 700.40(1)(b) of the Wisconsin Statutes because it is a charitable corporation the purposes or powers of which include retaining or protecting the natural, scenic or open space values of real property under the laws of the State of Wisconsin.

F. Conservation Intent. City and MMSD share the common purpose of preserving the Conservation Values for a period of not less than 11 years. City intends to place restrictions on the use of the Easement Area to protect those Conservation Values. In addition, City intends to convey to MMSD and MMSD agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by MMSD. MMSD has provided funding to MPS for the installation of the Green Infrastructure within the Easement Area as located on the City’s Property. MPS acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

- 1. Recitals.** The Parties hereby acknowledge that the above Recitals are part of this Easement Agreement and are incorporated herein.
- 2. Grant of Easement.** In accordance with Wis. Stat. § 700.40, City hereby grants to MMSD a non-exclusive Conservation Easement over the Easement Area (“Easement”), for the Conservation Value and subject to the limitations, conditions, and restrictions contained in this Easement Agreement.
- 3. Purpose.** The purpose of this Limited Term Conservation Easement is to require City to keep, preserve, and maintain the Green Infrastructure installed within the Easement Area, with a total area of _____.

4. Effective Dates. This Limited Term Conservation Easement is deemed effective as of the date of last signature below and terminates 11 years after the date of last signature.

5. Recording of Easement. This Easement Agreement shall be recorded by MMSD at MMSD's expense in the Office of the Register of Deeds of Milwaukee County.

6. Operation, Rules, and Maintenance. City will operate and maintain the Green Infrastructure located in the Easement Area so that it remains functional for the entire term of this Easement. City, by and through MPS, is solely responsible for operation, maintenance, and evaluating performance.

7. Additional Reserved Rights of City. City retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by this Easement Agreement or inconsistent with the purpose of this Easement Agreement. However, City may not exercise these rights in a manner that would adversely impact the Conservation Values of the Easement Area.

City expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions:

7.1 The encumbrance or conveyance is subject to the terms of this Easement Agreement.

7.2 City incorporates the terms of this Easement Agreement by reference in any subsequent deed or other legal instrument by which City transfers any interest in all or part of the Easement Area.

7.3 City notifies MMSD of any conveyance in writing within 15 days after the conveyance and provides MMSD with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

7.4 Failure of City to perform any act required in Subparagraphs 7.2 and 7.3 does not impair the validity of this Easement Agreement or limit its enforceability in any way.

8. MMSD's Rights and Remedies.

8.1 Preserve Conservation Values. MMSD has the right to preserve and protect the Conservation Values of the Easement Area.

8.2 Prevent Inconsistent Uses. MMSD has the right to prevent any activity or use of the Easement Area that is inconsistent with the purpose of this Easement Agreement and to require the restoration of areas or features of the Easement Area that are damaged by any inconsistent activity or use pursuant to the remedies set forth below in this Section 8.

8.3 Enter the Easement Area. MMSD has the right to enter the Easement Area to inspect it and monitor compliance with the terms of this Easement Agreement, obtain evidence for use in seeking judicial or other enforcement of this Easement Agreement, and otherwise exercise its

rights under this Easement Agreement. MMSD will provide prior written notice to City at least 48 hours before entering the Easement Area, comply with all of City's safety rules, and avoid unreasonable disruption of City's activities.

9. Remedies for Violations. Each Party has the right to enforce the terms of this Easement Agreement and prevent or remedy violations through appropriate legal proceedings.

9.1 Notice of Problems. If a Party identifies problems with the Green Infrastructure, then that Party will initially attempt to resolve the problems collaboratively with the other Party. A Party will notify the other Party of the problems and request remedial action within a reasonable time. Notices under this Easement Agreement shall be consistent with Section 10.1 and will also be sent to MPS, as this Easement Agreement relates to a school located on the Property that is operated by MPS.

9.2 Notice of Violation and Corrective Action. If a Party determines that a violation of the terms of this Easement Agreement has occurred or is threatened, the Party will give written notice of the violation or threatened violation to other Party and allow at least 30 days for correction to the violation. If a Party fails to respond or fails to properly correct the violation or threatened violation, then the noticing Party may initiate judicial action. The notice requirements in this section may be reduced to three days if, in the reasonable discretion of a Party, immediate judicial action is necessary to prevent or mitigate significant damage to the Easement Area.

9.3 Enforcement. Enforcement of this Easement Agreement may be at law or equity against any person or persons violating or attempting or threatening to violate any provision hereof, either to restrain or prevent such violation or obtain other relief. Nothing in this Easement Agreement shall be deemed to be a waiver of the City's governmental immunity rights as stated under Wisconsin Statutory Law or under the laws of the City of Milwaukee.

9.4 Waiver. A delay or prior inability of a Party to discover a violation or initiate enforcement proceedings does not waive or forfeit the right of a Party to take any action necessary to ensure compliance with the terms of this Easement Agreement.

9.5 Acts Beyond City's Control. If City is delayed or interrupted in the performance or completion of any of its obligations hereunder by any cause beyond its control including, but not limited to, any act, neglect, or default of MMSD or any agent or employee of MMSD (including any delay requested by MMSD), embargo, war, fire, flood, concealed conditions, cyclone, earthquake, epidemic or other calamity, act of God or of the public enemy, riots, insurrection or any strike, illegal walkout or secondary boycott, pandemic, public health emergency, or prudent actions taken by City under emergency conditions to prevent or mitigate damage from these causes, then the delay shall be excused and the time of performance specified in this Easement Agreement shall be extended for a period equal to the time lost as a consequence of the delay or interruption. MMSD may not bring any action against City for any injury or change in the Property resulting from the causes beyond City's control listed above.

10. General Provisions.

10.1 Notices. Any notice provided for herein or given pursuant to this Easement Agreement, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested; electronic mail (“e-mail”); or by receipted personal delivery to the Parties as follows:

A. City of Milwaukee:

Jerrel Kruschke
Department of Public Works
841 North Broadway, Room 820
Milwaukee, Wisconsin 53202
414-286-2400
jkrusc@milwaukee.gov

With a copy to:

Jordan M. Schettle
Office of the City Attorney
841 North Broadway, 10th Floor
Milwaukee, Wisconsin 53202
414-286-2615
jschet@milwaukee.gov

B. MMSD:

Lisa Sasso, Senior Project Planner
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
414-225-2048

C. Milwaukee Board of School Directors:

Pamela W. Zimmerman
Milwaukee Recreation
1124 North 11th Street, Room 304
Milwaukee, Wisconsin 53233
414-283-4777
linnpj@milwaukee.k12.wi.us

With a copy to:

Sheila Thobani
Office of the City Attorney

841 North Broadway, 10th Floor
Milwaukee, Wisconsin 53202
414-286-2621
sthoba@milwaukee.gov

10.2 Amendment. The Parties may amend this Easement Agreement in a written instrument executed by all Parties and recorded in the Office of the Register of Deeds for the county in which the Easement Area is located.

10.3 Assignment. No Party shall assign its rights or obligations under this Easement Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.4 Headings. The headings in this Easement Agreement have been inserted solely for convenience of reference and have no effect on construction or interpretation.

10.5 Controlling Law and Venue. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Easement Agreement shall be exclusively in the Circuit Court of Milwaukee County for matters arising under state law and in the Eastern District of Wisconsin for matters arising under federal law.

10.6 No Party Deemed Drafter. All provisions of this Easement Agreement have been negotiated by the Parties at arm's length and with the opportunity for full representation by their respective legal counsel and neither party shall be deemed to be the drafter of this Easement Agreement. If this Easement Agreement is ever construed by a court of law, such court shall not construe this Easement Agreement or any provision thereof against either Party as the drafter of this Easement Agreement.

10.7 Counterparts. The Parties may execute this Easement Agreement in two or more counterparts which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

10.8 Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to this Easement Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, other than that certain Development and Credit Purchase Agreement dated _____, all of which are merged into this Easement Agreement.

10.9 Extinguishment. This Easement Agreement may be terminated or extinguished before the expiration of its term, whether in whole or in part, by the exercise of the power of eminent domain or purchase in lieu of condemnation that takes all or part of the Property or by agreement between City and MMSD that a subsequent, unexpected change in the condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.

10.10 Ownership Responsibilities, Costs, and Liabilities. City retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property including, but not limited to, the following:

a. *Operation, upkeep, and maintenance.* City is responsible for the operation, upkeep, and maintenance of the Property.

b. *Control.* In the absence of a judicial decree, nothing in this Easement Agreement establishes any right or ability in MMSD to:

(i) Exercise physical or managerial control over the day-to-day operations of the Property;

(ii) Become involved in the management decisions of City regarding the generation, handling, or disposal of hazardous substances; or

(iii) Otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of real property.

c. *Permits.* City remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement Agreement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state, and local laws, regulations, and requirements.

d. *Indemnification.* City shall save MMSD harmless from any loss, damage, injury, or liability resulting from negligence on the part of City in connection with the exercise of any rights of City hereunder; provided, however, that in no event shall City be responsible or have any duty of indemnification under this Section 10.10(d) for the negligence or willful misconduct of either MMSD, its respective officers, directors, contractors, employees, agents, tenants, or their respective guests, invitees, successors and assigns, or others using and occupying the Easement Area or any part thereof. The foregoing provisions are subject to the legal defenses which, under law, City is entitled to raise.

e. *Taxes.* This Easement Agreement does not obligate MMSD to pay any taxes, assessments, fees, or charges of whatever description levied on or assessed against the Property.

f. *Playfields.* This Easement Agreement does not supersede or replace the obligations of City or MPS as it relates to the management of City of Milwaukee Playfields, as contemplated by that certain City of Milwaukee Common Council Resolution 48-104-j (1955)

10.11 Severability. If any provision or specific application of this Easement Agreement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement Agreement shall remain valid and binding.

10.12 Successors. This Easement Agreement is binding upon and inures to the benefit of City and MMSD and their respective successors and assigns and shall continue as a servitude running with the Property for the term of this Easement Agreement.

10.13 No Joint Venture. No provision hereof shall be deemed to constitute the Parties hereto as partners of one another or joint ventures of one another or in any way obligate any Party hereto for the performance of any obligation of the other Party hereto.

10.14 Authority. Each person signing this Easement Agreement on behalf of a Party represents that such persons are duly authorized to sign this Easement Agreement and to bind the Party on behalf of which such person is signing.

****SIGNATURES NEXT PAGE****

IN WITNESS WHEREOF, the Parties hereto have caused this Easement Agreement to be executed by their duly authorized representatives as of the last date written below.

<p>CITY OF MILWAUKEE By: _____ Mayor Cavalier Johnson</p> <p>CITY CLERK _____ James R. Owczarski, City Clerk</p> <p>Countersigned: By: _____ Bill Christianson, Comptroller</p> <p>City Common Council Resolution File No. _____, adopted on _____, 20____.</p>	<p>CITY ATTORNEY AUTHENTICATION The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the City signatures per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ Name Printed: Jordan M. Schettle Title: Assistant City Attorney</p> <p>State Bar No.: 1104571 Date: _____</p>
<p>MILWAUKEE BOARD OF SCHOOL DIRECTORS By: _____ Dr. Brenda Cassellius Superintendent of Schools</p>	<p>MPS AUTHENTICATION The undersigned attorney, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the MPS signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____ Name Printed: _____ Title: _____ State Bar No.: _____ Date: _____</p>

ACCEPTANCE BY MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term Conservation Easement Agreement

on this _____ day of _____, 20__.

By: _____
Name
Date

STATE OF WISCONSIN, MILWAUKEE COUNTY

On this _____ day of _____, 20__, the person known as _____
came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

Approved as to Form: _____
Attorney for the Milwaukee Metropolitan Sewerage District

ATTACHMENTS

- EXHIBIT A Description of Property
- EXHIBIT B Location of Property
- EXHIBIT C Location of Easement Area

EXHIBIT A
DESCRIPTION OF PROPERTY

Address: 1020 W CLEVELAND AVE, MILWAUKEE, WI 53215

Tax Number: 4970844100

Legal Description: SAVINGS & INVESTMENT ASSOCIATION OF MILWAUKEE
SUBDIVISION NO. 6 IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 8, TOWN 6 NORTH, RANGE
22 EAST, BLOCK 11, LOTS 3 TO 40 INCLUSIVE & VACATED ALLEY ADJACENT

**EXHIBIT B
LOCATION OF PROPERTY**

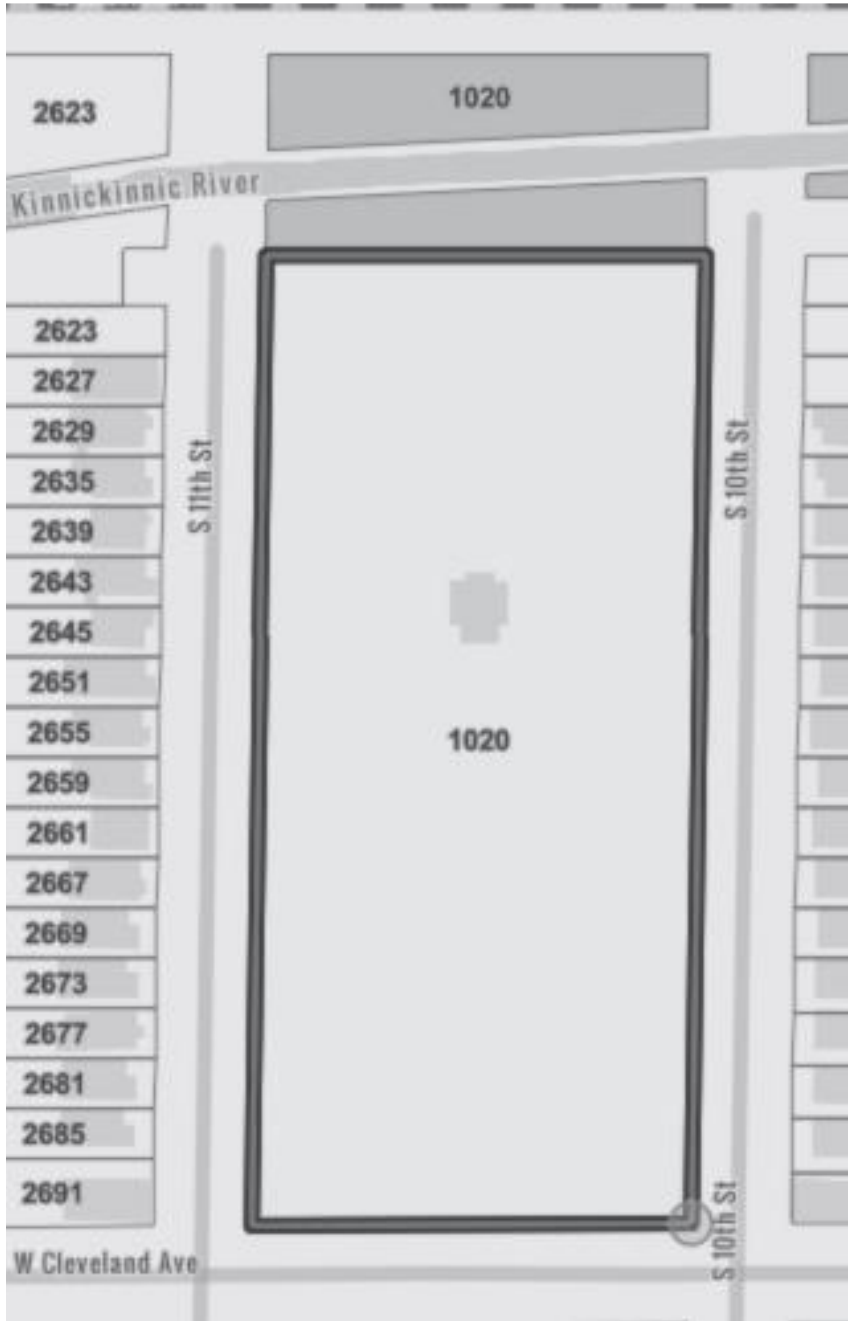
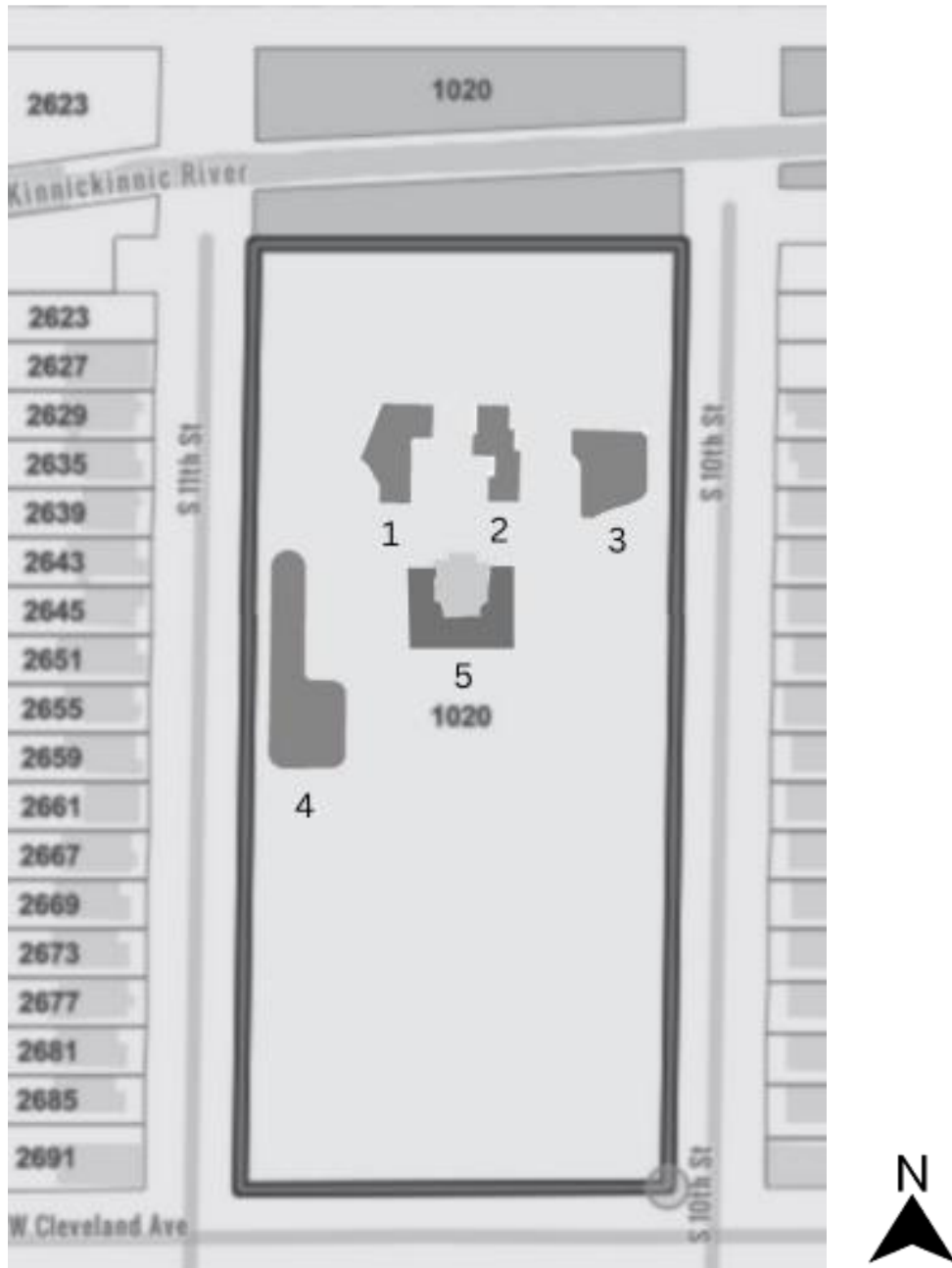


EXHIBIT C
LOCATION OF EASEMENT AREA



1. Underground Storage (beneath poured in place rubber surface)
2. Underground Storage (beneath poured in place rubber surface)
3. Bioswale A
4. Bioswale B
5. Permeable Pavement

EXHIBIT 3

Site Plan

