



LICENSE AGREEMENT

THIS AGREEMENT, made as of the ____ day of ____, 2021, by and between The Redevelopment Authority of the City of Milwaukee (RACM) (hereinafter referred to as the “**Property Owner**”) and CIS MMSD, LLC (hereinafter referred to as “**Corvias**”).

WITNESSETH THAT:

WHEREAS, Property Owner is the owner of the parcel of real estate identified as 1255 North 22nd Street, Milwaukee, Wisconsin, 53205 (hereinafter referred to as the “**Property**”); and
WHEREAS, Property Owner wishes to have work performed on its Property, which work is described more fully in Exhibit 1 attached hereto (hereinafter referred to as the “**Green Infrastructure Project**” or “**Project**”) as part of the Fresh Coast Protection Partnership green infrastructure program of the Milwaukee Metropolitan Sewerage District (hereinafter the “**District**”);
and

WHEREAS, Corvias, in its capacity as Manager of the District’s program, has engaged one or more contractors to perform the Green Infrastructure Project on the Property (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 adequacy whereof are hereby acknowledged, the parties do hereby agree as follows:

1. So long as the Green Infrastructure Project is or remains in progress, including any maintenance of such Project after installation, the Property Owner hereby licenses and agrees to permit Corvias, the Contractor and Corvias’ other designees to enter onto and work on the Property, to install materials and equipment on the Property and to transport construction materials and equipment over the Property as may be reasonably required to carry out the Green Infrastructure Project.

2. The persons or entities performing work on or in connection with the Green Infrastructure Project shall have appropriate insurance coverage as shown in attachment “Schedule 1- Insurance”, be properly licensed and qualified, will have obtained all appropriate permits therefor and will, at the Property Owner’s request, provide certificates of appropriate insurance coverage

3. Corvias, the Contractor and Corvias’ other designees performing work on or in connection with the Green Infrastructure Project on the Property will be properly licensed and qualified, and will have obtained all appropriate permits therefor.

4. The Property Owner acknowledges that the Green Infrastructure Project includes construction activities that are inherently hazardous and will allow Corvias, the Contractor and Corvias’ other designees to restrict access to the Property by employees, visitors and others during such activities. Each party to this Agreement (the “**Indemnitor**”) agrees to the fullest extent permitted by law to protect, indemnify, release and hold harmless (collectively “**Indemnification Duties**”) the other party (the “**Indemnitee**”), and as appropriate their elected and appointed officials, officers, employees, agents, contractors (including, in the case of Corvias, the Contractor), subcontractors and other authorized representatives (the “**Indemnitee Representatives**”, and together with the Indemnitee, collectively, the “**Indemnitee Group**”), from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, losses, liens, penalties, damages, assessments, fines, costs, charges, professional fees, interest and other expenses or liabilities of every kind including, but not limited to, reasonable attorney's fees and costs of litigation (collectively “**Indemnification Costs**”) in connection with, caused by or arising out of Indemnitor's (i) breach of this Agreement or (ii) reckless or intentional misconduct or negligence committed in connection with the Green Infrastructure Project or on the Property. The parties of this

Agreement shall be responsible for their own recklessness or intentional misconduct and negligence and the Indemnitor shall have no Indemnification Duties or obligations for the Indemnification Costs as set forth above when they are in connection with, arise out of or are caused by the sole recklessness or intentional misconduct or negligence of any member of the Indemnitee Group. This indemnity provision shall survive the termination or expiration of this Agreement. This Agreement to provide indemnification is intended to be solely between the parties hereto (and for the benefit of the Indemnitee Representatives). No part of this provision to provide indemnification shall be construed to add, supplement, or grant any rights, benefits or privileges of any kind whatsoever to any third party or parties (other than as expressly set forth herein with respect to the Indemnitee Representatives). Nothing contained herein shall waive the rights and defenses to which the Property Owner may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2019-2020) or any subsequent amendments thereof.

5. Corvias shall be responsible for repairing any damage to the Property Owner or the Property caused by the installation of the Green Infrastructure Project. Damage does not constitute the use of the Property or the construction and maintenance of the Project for the purposes contemplated in the Agreement.

6. At the conclusion of the Project on the Property, the Property Owner shall execute the Limited Term Conservation Easement (the “**Easement**”) in substantially the same format and terms as the template attached hereto as Exhibit 2 with Property- and Project-specific details to be inserted or attached, as applicable, and the District will record the Easement against the Property. The Property Owner acknowledges that its failure to execute the Easement, absent any unreasonable demands from Corvias or District to revise the terms of the Easement from those found in Exhibit 2, will result in significant damages to Corvias. The Property Owner further agrees (i) that, in addition to any other remedy available to it, Corvias may seek specific performance of this provision of the

Agreement in an appropriate court; and (ii) to indemnify Corvias for Corvias' attorneys' fees and costs incurred in order to obtain specific performance of this provision of this Agreement.

7. Corvias acknowledges that Property Owner is a Wisconsin Municipal Governmental entity and as such is subject to the provisions of Wisconsin's Public Records laws and that all records related to this License Agreement are presumed to be public records unless an exemption from the law is applicable. To the extent permitted under the Wisconsin Public Records laws, Property Owner will protect and preserve as confidential any information of a proprietary or trade secret nature provided by Corvias to Property Owner in connection with the negotiation of this Agreement or the exercise of the license granted hereby ("**Confidential Information**"), using no less care than that with which it protects and preserves its own highly confidential and proprietary information. Subject to the provisions of the Wisconsin Public Records laws, the Property Owner shall not disclose, distribute or disseminate any Confidential Information that Corvias specifically identifies as Confidential Information to any third party without the prior written consent of Corvias nor shall Property Owner reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Confidential Information.

8. The provisions hereof shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns. Property Owner shall provide Corvias not less than 14 days' notice prior to any transfer of the Property to a new owner (a "**Successor**") during the term of this Agreement and shall work in good faith to obtain from Successor and deliver to Corvias a written acknowledgement of Successor's assumption of this Agreement. This Agreement shall be construed, given effect in accordance with and governed by the law of

the State of Wisconsin. Failure to obtain such acknowledgement shall not limit the enforceability of this Agreement against Successor.

9. This Agreement may not be amended except pursuant to a written instrument signed by all parties.

10. The Property Owner hereby consents to each of Corvias, the District and their designees identifying and/or describing the Green Infrastructure Project in its or their marketing or promotional materials, press releases and submissions for public recognition regarding green infrastructure, stormwater management, the Fresh Coast Protection Partnership green infrastructure program, community-based partnerships, and other similar subjects. During the term of this Agreement and of the Easement, the Property Owner shall not take or suffer any action to denigrate Corvias, the District, the Green Infrastructure Project or the Fresh Coast Protection Partnership green infrastructure program and Corvias shall not take or suffer any action to denigrate the Property Owner.

[Signature pages follow]

[Signature Page to License Agreement – Redevelopment Authority of the City of Milwaukee]

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

The Redevelopment Authority of the City of
Milwaukee (RACM)

Frances Hardrick, Chairperson

David P. Misky, Assistant Executive
Director/Secretary

CIS MMSD, LLC

By: _____
Name:
Title:

Exhibit 1
Description of Work

Project: Lynden Hills Urban Tree House located at 12S5 North 22nd Street, Milwaukee, WI 53205. This scope of work includes the design, permitting, and construction phase services for green infrastructure strategies under the Fresh Coast Protection Partnership (FCPP) program. Consultant shall coordinate and prepare design documents to integrate green infrastructure measures, per FCPP Design Standard Guidance, to provide a goal of 140,000 gallons. The northwest corner of this park could be developed to provide a bioretention garden or constructed wetland feature.



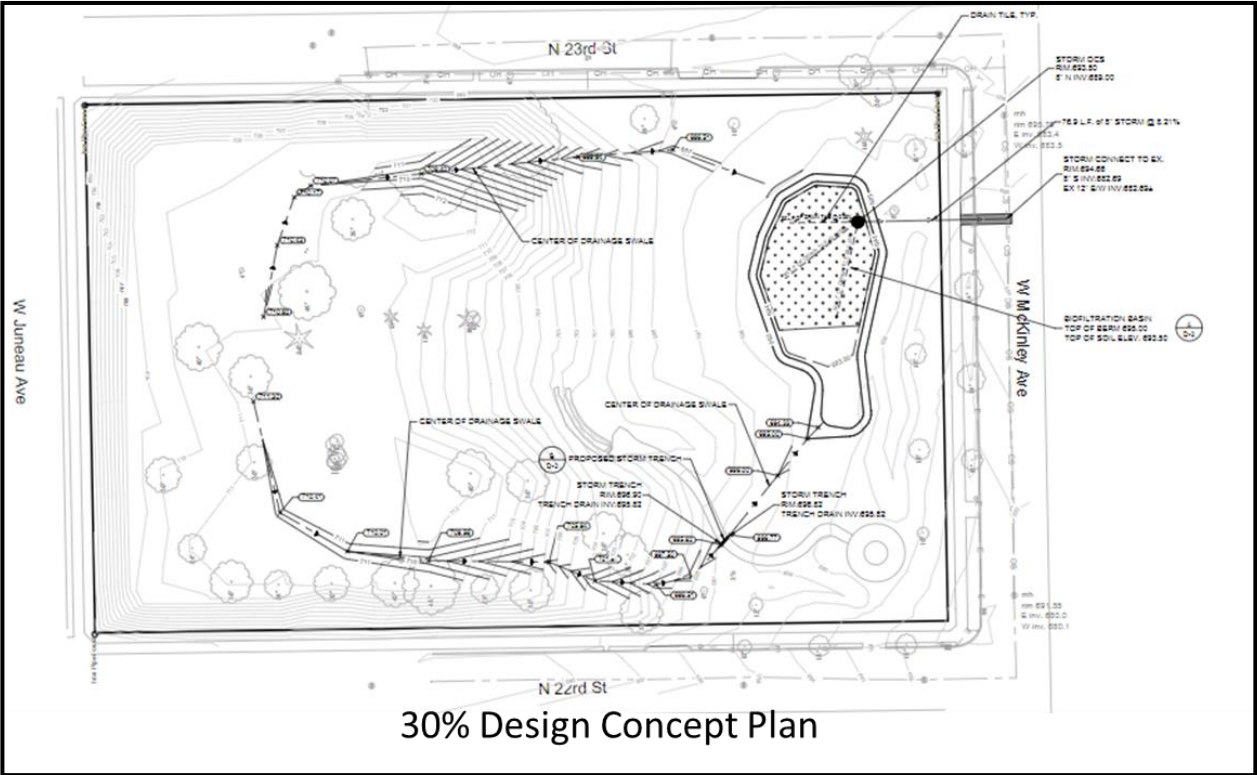


Exhibit 2
Limited Term Conservation Easement

FORM OF EASEMENT

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE is granted on the _____ day of _____, ____ by the _____ (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Milwaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The Property is at _____, _____, Wisconsin _____.

This Limited Term Conservation Easement 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 B shows the area within the property that is subject to this Limited Term Conservation Easement (the Easement Area).

B. Conservation Values. In its present state, the Easement Area has conservation value because the Green Infrastructure installed on the Easement Area provides a total detention capacity of _____ gallons (Conservation Values).

C. Baseline Documentation. The condition of the Property 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 the Easement Holder

Recording Area

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

Tax Key or Parcel Identification Number:

and incorporated into this Conservation Easement 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 Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

- 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; assure 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.** The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.
- F. Conservation Intent.** The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of eleven years. The Landowner intends to place restrictions on the use of the Easement Area to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.
- G. Funding Provided by Easement Holder.** The Easement Holder has provided funding for the installation of the Green Infrastructure.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily conveys to the Easement Holder a Conservation Easement (the Easement) for a period of eleven years on the Property, This Easement consists of the following terms, rights, and restrictions:

1. **Purpose.** The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property.
2. **Effective Dates.** This Easement becomes effective on _____, _____ and terminates on _____, _____.
3. **Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.
4. **Operation and Maintenance.** Easement Holder, through the FCPP program, will provide one year of vegetation establishment beyond the contractor's warranty period at Easement Holder's sole costs and expense, after which the Landowner will operate and

maintain the Green Infrastructure so that it remains functional for the remainder of this Easement.

5. **Additional Reserved Rights of the Landowner.** The Landowner 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 the Easement or inconsistent with the purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Easement Area.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions.

- 5.1 The encumbrance or conveyance is subject to the terms of this Easement.
 - 5.2 The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
 - 5.3 Failure of the Landowner to perform any act required in Subparagraph 5.2 does not impair the validity of this Easement or limit its enforceability in any way.
6. **Easement Holders Rights and Remedies.** To accomplish the purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies.
 - 6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Easement Area.
 - 6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of areas or features of the Green Infrastructure in the Easement Area that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.
 - 6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect the Green Infrastructure in the Easement Area and monitor compliance with the terms of this Easement during normal business hours and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner 48 hours before entering the Property, comply with the Landowner's safety rules, including, without limitation, being accompanied by the Landowner; and avoid unreasonable disruption of the Landowner's activities.
 7. **Remedies for Violations.** The Easement Holder and the Landowner have the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.
- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If correction of the violation will require longer than 30 days, then the Easement Holder will require correction within the shortest reasonable time.
- 7.3 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Green Infrastructure.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Green Infrastructure resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, pandemics, epidemics, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement.

8. **General Provisions.**

- 8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder, it:
- a. diminishes the Conservation Values of the Easement Area,
 - b. is inconsistent with the purpose of the Easement,
 - c. affects the duration of the Easement, or
 - d. affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

- 8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment.
- 8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.
- 8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Easement Area.
- 8.5 Counterparts. The Landowner and Easement Holder may execute this Easement 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.
- 8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.
- 8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property, (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible, or (c) by the Landowner at any time if the Landowner refunds to the Easement Holder the unamortized portion of the funding that the Easement Holder provided for the installation of the Green Infrastructure, which shall be backed up by reasonable supporting documentation.
- 8.8 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Green Infrastructure, including, but not limited to, the following:
- a. *Operation, upkeep, and maintenance*. Easement Holder, through the FCPP program, will provide one year of vegetation establishment beyond the

contractor's warranty period at Easement Holder's sole costs and expense, after which the Landowner is responsible for the operation, upkeep, and maintenance of the Green Infrastructure, which specific maintenance obligations are set forth on Exhibit C attached hereto.

- b. *Control.* In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
- (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowner 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.* The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations, and requirements.
- d. *Indemnification.* The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:
- (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
 - (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving, or related to the Property;

- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.
 - e. *Taxes.* Before delinquency, the Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively “Taxes”), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.
- 8.9 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located.
- 8.10 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.
- 8.11 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.
- 8.12 Terms. The terms “Landowner” and “Easement Holder,” wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner’s and Easement Holder’s respective personal representatives, heirs, successors, and assigns.
- 8.13 Warranties and Representations. To the extent of its actual knowledge, the Landowner warrants and represents that:
 - a. The Easement Area complies with all federal, state, and local laws, regulations, and requirements applicable to the Easement Area and its use;
 - b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Easement Area. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
 - c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

GRANT OF INTEREST TO EASEMENT HOLDER

As _____, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this ___ day of _____, _____

By: _____

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this ____ day of _____, _____, 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 _____

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term Conservation Easement on this _____ day of _____, _____.

By: _____
Kevin L. Shafer, P.E.
Executive Director

Approved as to Form: _____
Attorney for the District

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, 2019, 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 _____

_____, Staff Attorney, Milwaukee Metropolitan Sewerage District,
drafted this conservation easement.

ATTACHMENTS

EXHIBIT A Description of the Property

EXHIBIT B Maps Showing the Location of the Property and the Green Infrastructure subject to
this Easement

EXHIBIT C Landowner's Maintenance Obligations

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Address: _____, Wisconsin _____

Tax Key: _____

**Legal
Description** _____

EXHIBIT B

MAP SHOWING THE LOCATION OF THE PROPERTY AND THE GREEN
INFRASTRUCTURE SUBJECT TO THIS EASEMENT

EXHIBIT C

LANDOWNER'S MAINTENANCE OBLIGATIONS