

**INTERGOVERNMENTAL COOPERATION AGREEMENT
EAST CONWAY STREET
MILWAUKEE, WISCONSIN**

This Intergovernmental Cooperation Agreement (“Agreement”), by and between Milwaukee County (“County”) and the City of Milwaukee, (“City”) is dated as of this day of ____, 2005.

WITNESSETH:

WHEREAS, the State of Wisconsin – Department of Transportation (“DOT”) determined that the approximately 2.6 acre site in Milwaukee, Wisconsin, located north of East Conway Street, between 1200 and 1400 East Conway Street, and bounded by Lake Parkway in Milwaukee, Wisconsin (“Subject Property”) (more particularly described in the deed attached hereto as **Exhibit A** and generally depicted on the map attached as **Exhibit B**), is surplus land from the Lake Parkway and is no longer needed for transportation purposes due to de-mapping of the Lake South Freeway (DOT reference data is Project I.D. 1300-04-02, Lake Parkway – STH 794, Milwaukee County, Parcel 300 Excess); and

WHEREAS, DOT and County entered into a 1986 “Policy Statement and Agreement” (the “1986 Agreement”); and, under that 1986 Agreement, the County wishes DOT to convey to County the Subject Property, and DOT is willing to convey the Subject Property to the County by Quit Claim Deed; and

WHEREAS, the Milwaukee County Board of Supervisor’s in Amended Resolution No. 04-378, adopted on November 4, 2004, approved the County entering into this Agreement and the County acquiring the Subject Property from the DOT and the County’s immediate conveyance of the same to the City on the terms and conditions contained herein; and

WHEREAS, the City’s Common Council, in Resolution File No. 041004, approved the City entering into this Agreement and the County acquiring the Subject Property from the County on the terms and conditions contained herein;

NOW THEREFORE, In consideration of the premises and the mutual obligations herein, the parties agree as follows:

1. **County to Request Conveyance from DOT Under 1986 Agreement.** County shall request (or has already requested) DOT to convey to the County the Subject Property. DOT shall provide evidence of Governor authorization of state execution of that deed to each of County and City.
2. **County Conveys to City.** County shall, immediately after it receives from DOT the signed DOT-to-County deed referred to in para. 1 above, convey the Subject Property to City, at no cost, by Quit-Claim Deed in the form attached hereto as **Exhibit A**. City acknowledges that it shall take title to the Subject Property subject to the restrictions expressly set forth in

Exhibit A.

3. **AS IS Conveyances.** The conveyance from County to City hereunder is on an “AS IS,” “WHERE IS” basis, with all faults, known or unknown, including environmental and geotechnical issues, and is without representation or warranty, express or implied.
4. **Hold Harmless.** City agrees to hold County harmless with respect to the condition of the Subject Property as exists upon City acquisition of the same.
5. **Title Insurance.** If City desires to obtain title insurance on the Subject Property, City shall obtain such on its own at its own expense.
6. **Facsimile and Counterparts.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. And, facsimile signatures shall be accepted as originals.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and all prior statements, written or oral, are terminated and of no effect. This Agreement may only be amended by a written agreement signed by all the parties hereto.
8. **Notices.** All notices permitted or required hereunder shall be considered given **(i)** upon receipt if hand-delivered by commercial courier or otherwise personally delivered, **(ii)** if sent by facsimile, then the notice must be sent during business hours (i.e. 8:30 A.M to 4:30 P.M., Monday through Friday) on days that City’s City Hall is open for business, and the notice shall be deemed given when sent as per the following and so long as the notice is successfully sent (i.e. the sender does not receive any error or “busy” or “inability to send” notification), and **(iii)** within two business days of depositing same in the U.S. mail, postage-paid, addressed by name and address to the party intended as follows:

A. If to City:

Elaine Miller
Dept. of City Development
809 North Broadway, 2d Floor
Milwaukee, WI 53202

Fax: 414-286-0395
Phone: 414-286-5732

With a further copy to:

Gregg Hagopian
City Attorney’s Office
800 City Hall
200 East Wells Street

Milwaukee, WI 53202

Fax: 414-286-8550

Phone: 414-286-2620

B. If to County:

Bob Andrews

Milwaukee County Corporation Counsel's Office

901 North 9th Street, Room 303

Milwaukee, WI 53233-1425

Fax: 414-223-1249

Phone: 414-278-5049

IN WITNESS WHEREOF, the parties caused this Agreement to be entered into and executed as of the date first written above.

CITY: City of Milwaukee

By: _____
Elaine M. Miller, Sp. Deputy Commissioner, signed
per Council File No. 041004

CITY ATTORNEY'S OFFICE
(Milwaukee Code of Ordinances § 304-21)

Approved By: _____
Gregg C. Hagopian, Assistant City Attorney

COUNTY: MILWAUKEE COUNTY

By: _____
Scott Walker, County Executive

And By: _____
Mark Ryan, County Clerk

EXHIBIT A – QUIT-CLAIM DEED

Document No.	QUIT CLAIM DEED
--------------	------------------------

THIS QUIT-CLAIM DEED is made as of this ____ day of _____, 2005, by MILWAKEE COUNTY, hereinafter called “COUNTY,” as the Grantor, to the CITY OF MILWAUKEE, with an office at 200 East Wells Street, Milwaukee, hereinafter called “CITY,” as the Grantee.

WITNESSETH:

DRAFTED BY: Gregg Hagopian, Assistant City Attorney, City of Milwaukee.

1. **Conveyance of Property.** COUNTY hereby conveys and quit-claims to CITY, on an “AS-IS, WHERE-IS” basis, with all faults and defects, known or unknown, physical or otherwise, and without representation or warranty, express or implied, all of COUNTY’s right, title, and interest, in and to the real estate, in the City and County of Milwaukee, State of Wisconsin, described on **EXHIBIT A** attached hereto and generally depicted on **EXHIBIT B** attached hereto (the “Property”).

2. **No Transfer Fee; No Transfer Return.** There is no real-estate-transfer fee due with respect to this Deed as it represents a conveyance from the COUNTY to the CITY as a subdivision of the State under Wis. Stat. § 77.25(2). And, there is no real-estate-transfer return required with respect to this Deed pursuant to the exemption from returns under Wis. Stat. § 77.255 (no return required for conveyances exempt under § 77.25 (2) where the COUNTY as the transferor is not a lender in the transaction, and the COUNTY is not a lender in this transaction).

3. **RESTRICTIVE COVENANTS.** There is hereby imposed upon the Property and this conveyance the following restrictive covenants which shall run with the land and be binding upon CITY and its successors and assigns.

A. The Property shall be used as green space and the surface of the Property shall remain open for public use – subject, however, to all applicable federal, state, and local laws, rules, and regulations (including, but not limited to, City rules and regulations concerning use and restrictions on use) now or hereafter in effect.

Recording Area
RETURN TO: Gregg Hagopian 800 City Hall 200 E. Wells St. Milwaukee, WI 53202
Tax Key No.:

EXHIBIT A TO DEED
LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land in the NE ¼ of Section 9, T 6 N, R 22 E, in the City and County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the NW corner of said NE ¼ Section; thence North 88° 07' 03" East, 1320.25 feet along the north line of said NE ¼ section to the Westerly line of Parcel 1R as shown on the Plat of Right of Way for I.H. 794 (Project I.D. 1300-1-21, last dated 6-30-76); thence South 11° 46' 19" East, 263.47 feet along said Westerly line; thence South 24° 08' 05" East, 142.04 feet along said Westerly line to the most Northerly Northwest corner of Parcel 1S as shown on said Plat of Right of Way and as said parcel is described in Reel 1019, on Images 1248 to 1249; thence South 02° 22' 24" East, 365.82 feet along the Westerly line of said Parcel 1S; thence South 75° 02' 12" West, 59.66 feet along said Westerly line; thence South 15° 41' 50" East, 23.47 feet along said Westerly line to the North right of way line of East Conway Street as established from the field location of the pavement of said street; thence North 87° 03' 50" East, 105.82 feet along said North right of way line to the point of beginning; thence North 6° 08' 05" East, 76.24 feet; thence North 26° 54' 35" East, 309.76 feet; thence South 59° 34' 48" East, 106.79 feet to the beginning of a 329.48 foot radius curve to the left, whose chord bears South 78° 31' 17" East, 213.90 feet; thence 217.85 feet along the arc of said curve to a point of non-tangency; thence South 25° 27' 31" East, 42.21 feet to a point on a 65.31 foot radius non-tangent curve to the left, whose chord bears South 12° 08' 07" West, 68.74 feet; thence 72.39 feet along the arc of said curve to a point of tangency; thence South 19° 37' 18" East, 37.76 feet to the Southeasterly line of the Plat of Right of Way Required for Project I.D. 1300-1-21 and as described in Reel 1019, Image 1246; thence South 21° 14' 28" West, 82.79 feet along said Southeasterly line; thence South 35° 50' 18" East, 49.97 along said Southeasterly line to the North line of East Conway Street; thence North 86° 16' 41" West, 233.09 feet along said North line; thence South 87° 03' 50" West, 233.40 feet along said North line to the point of beginning.

Part of Tax Key No. 500-9999-111-6

1033-2004-3190:93366