

**UNDERGROUND PIPE LINE
EASEMENT**
Document Title

Document Number

**PERMANENT UNDERGROUND
PIPE LINE EASEMENT
AGREEMENT**

Recording Area

Name and Return Address

Milwaukee Metropolitan Sewerage District
Attn: Kevin L. Shafer
260 West Seeboth Street
Milwaukee, WI 53204-1446

684-9999-000 (Part)

Parcel Identification Number (PIN)

THIS EASEMENT AGREEMENT is made and entered into as of the ____ day of _____, 2012, by and among THE CITY OF MILWAUKEE, a municipal corporation (“GRANTOR”) and Milwaukee Metropolitan Sewerage District, a municipal corporation (“GRANTEE”).

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located at 1600 E. College Avenue (the “Property”);

WHEREAS, in 1961, GRANTOR granted a pipe line easement in a portion of the Property to West Shore Pipe Line Company which allowed it to install, use and maintain the underground pipeline in and through the Property;

WHEREAS, West Shore Pipe Line is no longer using the underground pipe line and has sold it to GRANTEE who intends to use the underground pipe line for the purpose of transporting landfill gas;

WHEREAS, the easement between the GRANTOR and West Shore Pipe Line Company has expired and the GRANTOR now desires to grant and GRANTEE desires to secure a permanent 15-foot wide easement over those portions of the Property described on Exhibit A (the “Easement Area”) and depicted on Exhibit B for the operation and maintenance of the underground pipe line already located there;

WHEREAS, the Common Council of the City of Milwaukee by passage of Resolution File No. 111423 adopted on _____, 2012, approved the granting of this Easement; and

WHEREAS, the Milwaukee Metropolitan Sewerage Commission by passage of Resolution No. 11-14-2-10 adopted on October, 24, 2011, approved the acceptance of this Easement.

NOW, THEREFORE, in consideration of the grant of this Easement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR, as owner of the Property, does hereby grant to GRANTEE a permanent easement in, upon, over and across the Easement Area upon the terms and subject to the conditions hereafter set forth:

1. **Purpose:** The purpose of this Easement is to allow GRANTEE to operate, use, maintain and replace an underground pipe line that exists within the Easement Area for the purpose of transporting landfill gas.
2. **Buildings or Other Structures:** GRANTOR agrees that no structures will be erected in the Easement Area or in such proximity to the Easement Area so as to interfere with GRANTEE's rights under this Easement.
3. **Limitations:** GRANTEE acknowledges that a portion of the Property, including the Easement Area, is encumbered by a land lease recorded in the Milwaukee County Register of Deeds Office as Document No. 5962646 on September 15, 1985, and as later amended, between GRANTOR and the United States of America for use by the 128th Air Refueling Wing (collectively the "Land Lease"). GRANTEE's rights under this Easement are subject to and limited by the terms and conditions of the Land Lease and GRANTEE's use of the Easement Area may not interfere with the rights granted to the United States of America under the Land Lease without the express consent of the United States of America or the 128th Air Refueling Wing.
4. **Access:** GRANTEE shall have the full enjoyment and use of the rights herein granted, including but not limited to the free and full right of ingress and egress over and across the Easement Area and other adjacent lands of GRANTOR to and from said Easement Area, and the use of said Easement Area and other adjacent lands of GRANTOR, as necessary or convenient for the full enjoyment and use of the rights herein granted.
5. **Underground Only:** The parties acknowledge that the pipe line subject to this Easement shall remain buried underground a minimum of 30 inches below the surface of the ground, except that portions may be exposed to the surface temporarily as needed to repair or replace the pipe line.
6. **Restoration:** GRANTEE agrees to restore or cause to have restored the Property and Easement Area, as nearly as is reasonably possible, to the condition existing prior to entry by the GRANTEE or its agents for maintenance or replacement of its facilities including, but not limited to the restoration of any paved or grassy areas disturbed by such entry.
7. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
8. **Indemnification:** In consideration of the foregoing grant, it is understood that during the time GRANTEE's underground pipe line is located within the Easement Area pursuant to this grant, GRANTEE will indemnify and hold harmless GRANTOR from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, use or maintenance of such facilities; excepting, however, any claims or actions arising out of the negligence or willful acts on the part of GRANTOR, its employees, agents and invitees.

9. **Soil Contamination:** GRANTOR and GRANTEE acknowledge that contamination of soil may exist within and outside of the Easement Area and that said contamination may affect GRANTEE's underground pipe line. GRANTEE hereby fully accepts this risk and liability and shall not seek damages or any other compensation from GRANTOR related to such soil contamination and its affect on GRANTEE's underground pipe line, its employees, agents or invitees.
10. **Termination and Abandonment:** In the event GRANTEE no longer uses the pipe line for transmission of landfill gas, GRANTEE shall terminate this Easement by giving GRANTOR written notification of such termination. Upon termination, GRANTEE, at its sole expense, shall take whatever steps are reasonable and customary to decommission or abandon the underground pipe line consistent with industry standards and to the reasonable satisfaction of GRANTOR.
11. **Successors and Assigns.** This Easement may only be assigned upon written consent of the GRANTOR. This grant of easement shall run with the land and be binding upon and inure to the benefit of the successors and assigns of all parties hereto.
12. **Notices.** Notices required or desired to be given by any party to another party with respect to this Easement shall be in writing and shall be (i) delivered personally, (ii) sent by facsimile (provided any facsimile is sent during any Monday through Friday that Milwaukee's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M.), (iii) be sent by commercial overnight courier service, prepaid, or (iv) be sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. All notices under this Agreement shall be given to the following:

Milwaukee City Real Estate Officer
 Department of City Development
 809 North Broadway, 2nd Floor
 Milwaukee, WI 53202-3617
 (414) 286-5730 - Telephone
 (414) 286-0395 - Facsimile

With a copy to: Mary L. Schanning
 Assistant City Attorney
 Milwaukee City Attorney's Office
 200 East Wells Street
 Milwaukee, WI 53202-3551
 (414) 286-2601 - Telephone
 (414) 286-8550 - Facsimile

MMSD: Kevin L. Shafer, Executive Director
 Milwaukee Metropolitan Sewerage District
 260 West Seeboth Street
 Milwaukee, WI 53204-1446
 (414) 225-2246 - Telephone
 (414) 221-6801 - Facsimile:

With Copy to: Katherine E. Lazarski
Senior Staff Attorney
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204-1446
(414) 225-22013 - Telephone
(414) 221-0167 - Facsimile:

Recipient address information (such as change in address or facsimile number) may, from time to time, be changed by notice duly sent hereunder.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed by their duly authorized officers as of the date first set forth above.

CITY OF MILWAUKEE

Elaine M. Miller
Special Deputy Commissioner
Department of City Development

COUNTERSIGNED:

Deputy City Comptroller

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

Kevin L. Shafer, P.E., Executive Director

City and MMSD Notaries

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2012, Elaine M. Miller, to me known to be the person who executed the foregoing instrument and to me known to be the Special Deputy Commissioner of the Department of City Development of the City of Milwaukee, and acknowledged that execution of the foregoing instrument as such officer as the deed of such district, by its authority.

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2012, _____, to me known to be the person who executed the foregoing instrument and to me known to be the Deputy Comptroller of the City of Milwaukee, and acknowledged that execution of the foregoing instrument as such officer as the deed of such district, by its authority.

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2012, Kevin L. Shafer, Executive Director of the Milwaukee Metropolitan Sewerage District, to me known to be the person who executed the foregoing instrument and to me known to be such Executive Director of said corporation, and acknowledged that execution of the foregoing instrument as such officer as the deed of such district, by its authority.

Notary Public, State of Wisconsin
My Commission: _____

Drafted by Assistant City Attorney Mary L. Schanning

1050-2012-167:177971

EXHIBIT A

CITY OF MILWAUKEE, LESSEE FOR WISCONSIN NATIONAL GUARD PERMANENT EASEMENT (PE)

That part of the Southwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 in Section 34, Town North, Range 22 East, City of Milwaukee, Milwaukee County, Wisconsin being 7.50 feet on each side of the following described Reference line:

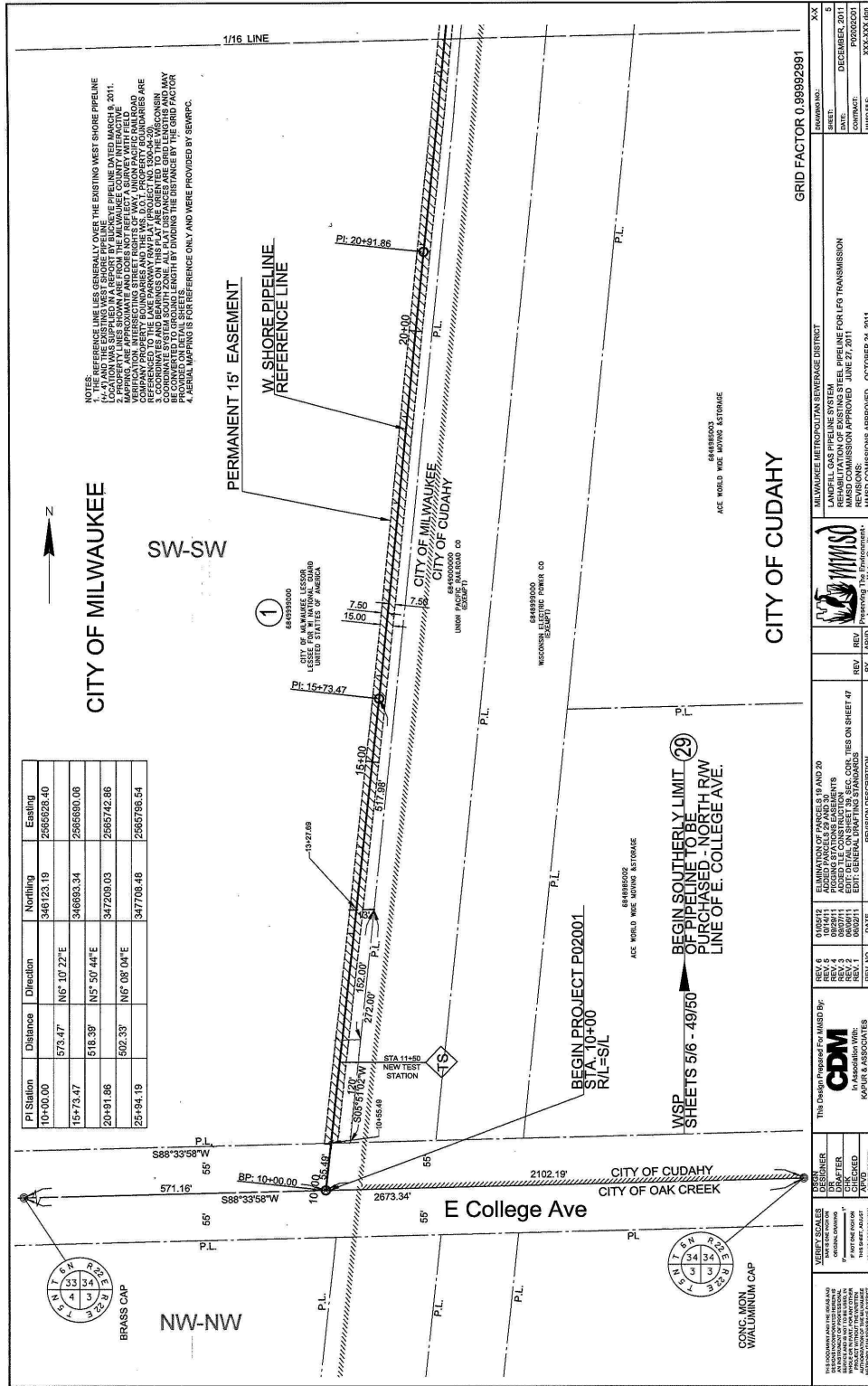
Commencing at the Southwest corner of said Section 34; thence North 88°33'58" East along the Southerly line of said Southwest 1/4 of Section 34, 571.16 feet to said Reference Line; thence North 06°10'22" East along said Reference Line 55.48 feet to the Northerly right of way line of College Avenue and the point of beginning of this description; thence continuing North 06°10'22" East along said Reference Line, 517.99 feet to a Point of Intersection (PI); thence North 05°50'44" East along said Reference Line, 518.39 feet to a Point of Intersection (PI); thence North 06°08'04" East along said Reference Line, 502.33 feet to a Point of Intersection (PI); thence North 05°39'32" East along said Reference Line, 1079.68 feet to the Northerly line of said Southwest 1/4 of Section 34 and to the point of termination being 880.19 feet, North 88°48'16" East from the West 1/4 corner of said Section 34.

The sidelines of this description, being 7.50 feet on each side of the Reference Line, shall be extended or shortened to intersect with the intended property line and /or right of way line including or excluding area as required to maintain a continuous corridor 15.00 feet wide.

This parcel contains 39,276 Square Feet more or less.

EXHIBIT B

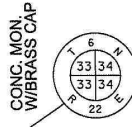
Plat Diagrams of Easement Area



CITY OF MILWAUKEE

- NOTES:**
1. THE REFERENCE LINE LIES GENERALLY OVER THE EXISTING WEST SHORE PIPELINE LOCATION AND IS SHOWN IN RED. THE PIPELINE DATED MARCH 9, 2011.
 2. PROPERTY LINES SHOWN ARE FROM THE MILWAUKEE COUNTY INTERACTIVE GIS DATA. THE PROPERTY LINES SHOWN ARE NOT A GUARANTEE OF ACCURACY. VERIFICATION OF INTERESTING STREET RIGHTS OF WAY, UNION PACIFIC RAILROAD COMPANY PROPERTY BOUNDARIES AND THE M&E D.O.T. PROPERTY BOUNDARIES ARE THE RESPONSIBILITY OF THE USER.
 3. COORDINATES AND BEARINGS ON THIS PLAN ARE ORIENTED TO THE WISCONSIN GEODETIC SYSTEM. ALL PLANNING, DESIGN AND CONSTRUCTION SHALL BE PROVIDED ON DETAIL SHEETS.
 4. AERIAL MAPPING IS FOR REFERENCE ONLY AND WERE PROVIDED BY SEWRPC.

PI Station	Distance	Direction	Northing	Easting
20+91.88	347209.03	N88° 48' 16" E	347209.03	2565742.86
25+94.19	502.33'	N5° 08' 04" E	347708.48	2565798.54
50+09.46	2415.27'	N5° 39' 32" E	350111.99	2568034.70



NW-SW

PERMANENT 15' EASEMENT

W. SHORE PIPELINE REFERENCE LINE

CITY OF MILWAUKEE
CITY OF CUDAHY

①

684899000
CITY OF MILWAUKEE, LESSOR
LESSEE FOR W. NATIONAL GUARD
UNITED STATES OF AMERICA

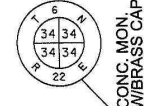
684899000
UNION PACIFIC RAILROAD CO
(ESSENT)

684899000
WISCONSIN ELECTRIC POWER CO
(ESSENT)

6848997003
CENTERPOINT PROPERTIES TRUST

6848998003
PATRICK J. DEVEREUX
DANE T. SWANSON

CITY OF CUDAHY



GRID FACTOR 0.99992991

REV. NO.	DATE	DESCRIPTION	BY	APPROVED
REV. 6	01/03/12	ELIMINATION OF PARCELS 19 AND 20		
REV. 4	02/29/11	PROG. STATIONS GASSMENTS		
REV. 3	02/29/11	EDIT: DETAIL ON SHEET 47		
REV. 2	02/09/11	EDIT: GENERAL DRAFTING STANDARDS		
REV. 1	02/02/11	EDIT: GENERAL DRAFTING STANDARDS		

VERIFY SCALES	DESIGNER	DR. LETTER	CHECKED	APPROVED
AS SHOWN ON SHEET 47				
AS SHOWN ON SHEET 48				
AS SHOWN ON SHEET 49				
AS SHOWN ON SHEET 50				
AS SHOWN ON SHEET 51				
AS SHOWN ON SHEET 52				
AS SHOWN ON SHEET 53				
AS SHOWN ON SHEET 54				
AS SHOWN ON SHEET 55				
AS SHOWN ON SHEET 56				
AS SHOWN ON SHEET 57				
AS SHOWN ON SHEET 58				
AS SHOWN ON SHEET 59				
AS SHOWN ON SHEET 60				
AS SHOWN ON SHEET 61				
AS SHOWN ON SHEET 62				
AS SHOWN ON SHEET 63				
AS SHOWN ON SHEET 64				
AS SHOWN ON SHEET 65				
AS SHOWN ON SHEET 66				
AS SHOWN ON SHEET 67				
AS SHOWN ON SHEET 68				
AS SHOWN ON SHEET 69				
AS SHOWN ON SHEET 70				
AS SHOWN ON SHEET 71				
AS SHOWN ON SHEET 72				
AS SHOWN ON SHEET 73				
AS SHOWN ON SHEET 74				
AS SHOWN ON SHEET 75				
AS SHOWN ON SHEET 76				
AS SHOWN ON SHEET 77				
AS SHOWN ON SHEET 78				
AS SHOWN ON SHEET 79				
AS SHOWN ON SHEET 80				
AS SHOWN ON SHEET 81				
AS SHOWN ON SHEET 82				
AS SHOWN ON SHEET 83				
AS SHOWN ON SHEET 84				
AS SHOWN ON SHEET 85				
AS SHOWN ON SHEET 86				
AS SHOWN ON SHEET 87				
AS SHOWN ON SHEET 88				
AS SHOWN ON SHEET 89				
AS SHOWN ON SHEET 90				
AS SHOWN ON SHEET 91				
AS SHOWN ON SHEET 92				
AS SHOWN ON SHEET 93				
AS SHOWN ON SHEET 94				
AS SHOWN ON SHEET 95				
AS SHOWN ON SHEET 96				
AS SHOWN ON SHEET 97				
AS SHOWN ON SHEET 98				
AS SHOWN ON SHEET 99				
AS SHOWN ON SHEET 100				

DRAWING NO.	SHEET	DATE	CONTRACT	IMSD FILE
09992991	7	DECEMBER, 2011	P0002931	XXX-XXX-091

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	LANDFILL GAS PIPELINE SYSTEM	PIPELINE FOR LFG TRANSMISSION
APPROVED	APPROVED	APPROVED
DATE: OCTOBER 24, 2011	DATE: JUNE 27, 2011	DATE: JUNE 27, 2011
REVISIONS:	REVISIONS:	REVISIONS:
MMSD COMMISSIONS APPROVED	MMSD COMMISSIONS APPROVED	MMSD COMMISSIONS APPROVED

1/16 LINE

THIS DOCUMENT IS FOR OFFICIAL USE ONLY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT.