

**Document Number**

**GRANT OF LIMITED WATER RIGHTS and TEMPORARY CONSTRUCTION EASEMENT**

Exempt from fee: s.77.25(12) Wis. Stats.

THIS GRANT OF LIMITED WATER RIGHTS and TEMPORARY CONSTRUCTION EASEMENT, is made by and between the **City of Milwaukee**, a Wisconsin municipal corporation, GRANTOR (hereinafter referred to as **City**), and the following GRANTEE, **Milwaukee Metropolitan Sewerage District**, a Wisconsin statutory entity (hereinafter referred to as **MMSD**), for the sum of Three hundred and no/100 dollars (\$300.00).

The City may make an appeal from the amount of compensation within six months after the date of recording of this document as set forth in s.32.05 (2a) Wisconsin Statutes. For the purpose of any such appeal regarding the amount of compensation, the date stated on this document shall be treated as the date of taking and the date of evaluation.

The City owns the real estate in Milwaukee, Wisconsin with an address of 840R W. Virginia Street, TIN 427-0103-220 (the **Property**). MMSD wants a temporary limited construction easement (**TLE**) interest in that portion of the Property depicted on EXHIBIT A and legally described on EXHIBIT A (the **TLE Area**). Also attached as part of EXHIBIT A are pages 3 and 4 of MMSD’s Acquisition Plat (Project ID W29002). City hereby grants that TLE to MMSD, and MMSD accepts that TLE grant, all on the terms and conditions contained herein. The purpose of the TLE is to allow MMSD, at its expense, to enter the TLE Area for the following construction purposes associated with MMSD’s Burnham Canal Project (W29002): to facilitate MMSD’s construction of a wetland base in the Burnham Canal, including vehicular and pedestrian ingress and egress to and from the TLE Area and for Grantee’s use to do all things reasonably necessary to construct the Project that will not harm the Property including, but not limited to, the transport, stockpiling and storage of construction materials, uncontaminated fill, and equipment and vehicles.

The TLE is subject to the following conditions:

- 1.The TLE shall terminate upon completion of the Burnham Canal Project, or December 31, 2022, whichever comes first.
- 2.All disturbed areas of the Property (including any disturbed improvement) will be restored, at MMSD expense, “in kind” after construction is complete to substantially the same condition as existed prior to this TLE.
3. Existing site drainage will be maintained.

This space is reserved for recording data

**Return to:**

Beth Smith  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street  
Milwaukee, Wisconsin, 53204-1446

**Parcel Identification**

Part of **427-0103-220**

4. MMSD to provide City (Rhonda Szallai, [rszall@milwaukee.gov](mailto:rszall@milwaukee.gov)) with advance email notice concerning commencement of MMSD entry under the TLE, and keep City apprised as to status of project work and as to the nature of specific use of the TLE Area by MMSD.
5. MMSD shall indemnify and save City harmless regarding claims, expense, damage, and/or liability arising, directly or indirectly, to MMSD entry, use, or occupancy at the Property.
6. No charge, special or otherwise, shall be made upon City or its Property regarding the Burnham Canal Project or MMSD activities hereunder or associated with that project.
7. MMSD to comply with all applicable federal, state, and local laws regarding its use of the TLE Area and its actions hereunder.

City also hereby conveys and quit claims to MMSD, the exclusive right to prevent, prohibit and exclude the docking or interchange with water vessels, along that portion of the City's Property that abuts the Burnham Canal, that is shown on EXHIBIT B, in the event the Soo Line Railroad bridge on the east end of the Burnham Canal is removed. The granting of these rights is perpetual.

IN WITNESS WHEREOF, the authorized representatives of the above-named parties have caused their hands and seals to be hereunto affixed, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Milwaukee, a Wisconsin Municipal Corporation (GRANTOR)

**CITY:**  
**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
**Tom Barrett, Mayor**

\_\_\_\_\_  
**James R. Owczarski, City Clerk**

**COUNTERSIGNED:**

\_\_\_\_\_  
**Aycha Sawa, Comptroller**

#### **CITY ATTORNEY APPROVAL & AUTHENTICATION**

The undersigned, a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per MCO 304-21, and also authenticates those signatures per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

By: \_\_\_\_\_  
Gregg Hagopian, Asst. City Attorney  
State Bar No. 1007373

Date: \_\_\_\_\_

Common Council Res. # \_\_\_\_\_

**MMSD: MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (GRANTEE)**

\_\_\_\_\_  
(Signature)

**KEVIN L. SHAFER, EXECUTIVE DIRECTOR**  
(Print Name and Title)

State of Wisconsin )  
 ) ss.  
Milwaukee County )

On the above date, this instrument was acknowledged before me by the above named Executive Director of the Milwaukee Metropolitan Sewerage District, know to me to be such officer, and who acknowledged that they executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

\_\_\_\_\_  
Approved - MMSD Legal Dept

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

This instrument was drafted by Beth Smith on behalf of the MMSD

Exhibit A  
Legal description

Exhibit B  
Easement Exhibit