

ASSIGNMENT & RENEWAL OF PIPE LINE  
EASEMENT  
Document Title

Document Number

ASSIGNMENT AND  
RENEWAL OF PIPE LINE EASEMENT

Recording Area

Name and Return Address

Department of City Development  
(Szallai)  
809 N. Broadway, 2<sup>nd</sup> Floor  
Milwaukee, WI 53202

Tax Identification Number (TIN)  
684-999-9000-X

This instrument was drafted by:  
City of Milwaukee, Office of the City Attorney

ASSIGNMENT AND RENEWAL OF PIPE LINE EASEMENT

This Assignment and Renewal of Pipe Line Easement (“**Agreement**”) is dated \_\_\_\_\_, by and between Equilon Enterprises LLC, 910 Louisiana, Houston, Texas 77002 (“**Equilon**”) and The City of Milwaukee, 809 N. Broadway, Milwaukee, Wisconsin 53202 (“**The City**”) for the purposes and consideration herein set forth:

WHEREAS, by Pipe Line Easement dated August 9, 1972, recorded on August 14, 1972 as document number 04697528 with the Milwaukee County Register of Deeds, The City granted to The Union Oil Company of California (“**Unocal**”), its successors and assigns, a Pipe Line Easement (the “**Easement**”), a copy of which is attached as **Exhibit A** “for the constructing and maintaining of a pipe line for the transmission of petroleum products...” along the east boundary line of the following described land (“**Land**”):

All that part of the Southwest ¼ of Section 34, Township 6 North, Range 22 East, in the City of Milwaukee, lying west of the right-of-way of the Chicago and Northwestern Railway Company, said railroad right-of-way being fifty (50) feet in width on each side of

the center line of the railroad, as said railroad center line was originally surveyed, and located over and across said Southwest ¼ of Section 34, subject to legal and existing public streets or highways.

WHEREAS, Unocal sold its interest in the terminal, pipe line, and related facilities (collectively, the “**Facilities**”) located near Mitchell Field Airport to Shell Oil Company (“**Shell**”) effective October 16, 1995, wherein Shell assumed the rights for the pipe line covered under the said Easement.

WHEREAS, Shell conveyed all of its interest in the Facilities to Equilon, effective July 1, 1998, wherein Equilon assumed the rights for the pipe line covered under said Easement.

WHEREAS, the initial twenty-five (25) year term of the Easement expired August 8th, 1997, and the terms of the Easement state that after its expiration, “it may be renewed by mutual agreement between Grantor [The City] and Grantee [Shell] in writing at no additional consideration.”

WHEREAS, Equilon and The City mutually agree to renew the Easement, such renewal to be effective as of August 9, 1997, and to confirm the assignment of the Easement from Shell to Equilon, effective as of the date that Equilon was conveyed Shell’s interests in the pipe line;

NOW, THEREFORE, The City and Equilon agree as follows:

1. This Agreement shall reflect the current owner of the Facilities and current grantee under the Easement as Equilon, as the successor and assign to Unocal and Shell. The City also confirms its consent to the assignment of the Easement from Shell to Equilon.
2. The renewal term for the Easement shall be twenty-five (25) years, from August 9, 1997 to August 8, 2022 (“**First Renewal Term**”).
3. Upon expiration of the First Renewal Term, the Easement may be further renewed, by mutual agreement of the parties hereto or their respective successors or assigns, provided written notice of intent to renew is provided to The City prior to the expiration of the First Renewal Term.

4. Both parties agree that all other terms of the original Easement shall remain in full force and effect, unless otherwise amended by a written agreement recorded with the Milwaukee County Register of Deeds.

5. All notices and other communications required under this Agreement or under the Easement shall be in writing, and delivered personally or sent via certified mail to the party set forth below:

**CITY OF MILWAUKEE**  
Department of City Development  
809 N. Broadway, 2<sup>nd</sup> Floor  
Milwaukee, WI 53202

With a copy to:

Office of the City Attorney  
841 N. Broadway, 7<sup>th</sup> Floor  
Milwaukee, WI 53202-3653

**EQUILON ENTERPRISES LLC**  
Attn: Land & Permitting  
910 Louisiana, OSP \_\_\_\_  
Houston, TX 77002

The terms, conditions, and provisions of this Agreement shall extend to and be binding upon the successors, and assigns of the parties hereto. This Agreement shall be construed pursuant to the laws of the state of Wisconsin, without regard to its conflict of laws principles. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together constitute one and the same instrument. The Easement and rights herein granted may be assigned or conveyed, in whole or in part.

**[Signature Page Follows]**

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

**EQUILON ENTERPRISES LLC**

**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Stephen Van Stone  
Its: Attorney in Fact

\_\_\_\_\_  
Tom Barrett, Mayor

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

Countersigned:

\_\_\_\_\_  
Martin Matson, Comptroller

Signatures of Tom Barrett, James R. Owczarski, and Martin Matson, authenticated this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
\_\_\_\_\_, Assistant City Attorney  
State Bar No. \_\_\_\_\_

Approved as to form, content and execution  
this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Assistant City Attorney

STATE OF TEXAS           §

COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said County and State aforesaid, on this \_\_\_\_ day of August, 2015 personally came and appeared Stephen Van Stone, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is **ATTORNEY-IN-FACT** for **EQUILON ENTERPRISES LLC**, and that said instrument was signed on behalf of said company and Stephen Van Stone acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary #: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Existing Pipe Line Easement**

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