

Temporary Right of Entry Agreement

(Fire Department Training)

This Temporary Right of Entry Agreement is made as of this _____ day of January, 2006, by and between GC/BV 1 Industrial, LLC (“Owner”) and the City of Milwaukee, a Wisconsin municipal corporation (“City”).

Whereas, is the Owner of that certain real property located at 4769 West Electric Avenue, West Milwaukee, Wisconsin (the “Property”);

Whereas, Owner has executed and delivered to the City a Quit Claim Bill of Sale in respect of the improvements located on the Property (the “Improvement”) for the purpose of allowing the City to conduct certain training exercises within and on the Improvements (the “Conveyance”);

Whereas, approval and acceptance of the Conveyance by the City is subject to and conditioned upon this Temporary Right of Entry Agreement and further action by the Common Council of the City.

Now, Therefore, the parties hereto agree as follows:

1. The Owner hereby grants the City the right to enter the Property at any time, day or night, during January 23, 24, and 25, 2006, for the purpose of engaging in any Entry Activities.
2. Entry Activities shall mean fire, police, and paramedic training activities, such as search and rescue, including without limitation, damaging, demolishing, breaching and otherwise destroying any of the Improvements to simulate the effects of accident, natural disaster, sabotage or other destruction of the Improvements or casualty at the Property.
3. Owner hereby indemnifies and holds the City harmless, including the City’s employees, agents and contractors, from and against any and all losses, claims, damages, expenses and causes of action (including actual and reasonable fees of counsel) in connection with the City engaging in any Entry Activities. Nothing in the foregoing indemnity shall protect the City against its own default, negligence or misconduct.
4. Owner shall maintain liability insurance on terms reasonably satisfactory to the City and shall cause the City to be named as an “Additional Insured” on all of such policies or liability insurance.
5. After the City has concluded its Entry Activities and vacated the Property on or after January 25, 2006, the City shall execute and deliver to Owner, and Owner shall receive and accept from the City, a Quit Claim Bill of Sale in respect of the Improvements, in the form of Exhibit A attached hereto.

6. The City shall have no liability to Owner in respect of the Improvements, including without limitation no obligation for any cleanup, remediation or improvements of the Property, the removal of any debris from the Property or the repair or restoration of any of the Improvements.

7. The City shall not be deemed to be an owner, operator, or occupant of the Property by virtue of entering into this Temporary Right of Entry Agreement, accepting the Conveyance or engaging in any Entry Activities.

In witness whereof, the parties hereto have caused this Temporary Right of Entry Agreement to be executed by their authorized representative as of the date set forth above.

GC/BV 1 INDUSTRIAL, LLC

By: G/C BV 1, LLC, Manager

By: GENCAST WEST
MILWAUKEE WEST, LLC, Manager

By: _____
Its _____

CITY OF MILWAUKEE

Mayor

City Clerk

Countersigned:

Comptroller