

Document Number

**RENEWAL AND SECOND  
AMENDMENT OF PIPE LINE  
EASEMENT**

Document Title

Recording Area

Name and Return Address

Department of City Development - Real Estate  
809 N. Broadway, 2nd floor  
Milwaukee, WI 53202  
Attention: David Misky

684-9999-000

Parcel Identification Number (PIN)

## RENEWAL AND SECOND AMENDMENT OF PIPE LINE EASEMENT

### RECITALS

This RENEWAL AND SECOND AMENDMENT of PIPE LINE EASEMENT (“Second Amendment”) is dated as of \_\_\_\_\_, 2023, by and between MKE Fuel Company LLC c/o Southwest Airlines, P.O. Box 36611, 2702 Love Field Drive HDQ-7FM, Dallas, Texas 75235 (“Grantee”) and The City of Milwaukee, 809 N. Broadway, Milwaukee, Wisconsin 53202 (“Grantor”) 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.

WHEREAS, Unocal sold its interest in the terminal, pipeline, and related facilities (collectively, the “Facilities”) located near Mitchell Field Airport to Shell Oil Company 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 Enterprises LLC (“Equilon”), effective July 1, 1998, wherein Equilon assumed the rights for the pipe line covered under said Easement;

WHEREAS, pursuant to that certain Assignment, Renewal and Amendment of Pipe Line Easement (the “First Amendment”), the City and Equilon agreed to renew the Easement, effective as of August 9, 1997, to confirm the assignment of the Easement from Shell to Equilon and amend certain terms of the Easement;

WHEREAS, Equilon assigned the Easement to Grantee pursuant to that certain Assignment and Assumption of Pipeline Easement dated as of February 28, 2017, and provided notice of the same to Grantor pursuant to that certain letter dated of even date therewith in accordance with Section 6 of the First Amendment;

WHEREAS, the Grantee and Grantor now wish to renew and further amend the Easement;

NOW THEREFORE, the Grantor and Grantee, in consideration of the mutual promises and undertakings hereinafter contained and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, mutually agree and covenant as follows:

### AGREEMENT

1. Pursuant to Section 3 of the First Amendment, the Easement is further renewed for a period of twenty-five (25) years from August 9, 2022 to August 8, 2047.
2. Effective as of the date first set forth above, the annual easement fee shall be \$30,000.00, escalated at 3% annually. The first easement fee pursuant to this Second Amendment shall

be due upon execution hereof in the prorated amount of \$17,990.92 (which reflects the prior payment received of \$12,009.08 for 2023), and annual payments thereafter shall be due on January 1<sup>st</sup>.

3. Unless explicitly modified by this Second Amendment, all of the terms of the Easement and the First Amendment shall remain in full force and effect.
4. This Second Amendment may be executed in one or more counterparts, which, when taken together, shall constitute one and the same document.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date first set forth above.

MKE FUEL COMPANY LLC

CITY OF MILWAUKEE

By: \_\_\_\_\_

\_\_\_\_\_  
Cavalier Johnson, Mayor

By \_\_\_\_\_

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

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**COUNTERSIGNED:**

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

Signatures of Cavalier Johnson, Mayor, and James R. Owczarski, City Clerk, and Aycha Sawa, Comptroller, authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
S. Todd Farris, Assistant City Attorney  
State Bar No. 1006554

STATE OF WISCONSIN )  
 ) ss:  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023, \_\_\_\_\_, the \_\_\_\_\_ of the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This instrument was drafted by the City of Milwaukee, Department of City Development.

# EXHIBIT A

02-02-1994 08:41AM FROM Huaukac County DPW/D TO 97003305212 P.02

NO. 6700AC 36

## PIPE LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned City of Milwaukee, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, as part of the consideration contained in that Offer to Purchase accepted by the Common Council of the City of Milwaukee under Resolution File Number 71-2986, adopted July 11, 1972, does hereby grant and convey unto the Union Oil Company of California, a California Corporation with an office in Palatine, Illinois, Grantee, its successors and assigns, an easement for the constructing and maintaining of a pipe line for the transmission of petroleum products over and through said pipe line on a strip of land twenty (20) feet in width (except that a forty (40) foot wide strip shall be available for use in the initial construction of said pipe line) along the East boundary line of the following described land, to-wit:

All that part of the Southwest 1/4 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 1/4 of Section 34, subject to legal and existing public streets or highways.

4697528

RECORDED AT  
MILWAUKEE COUNTY  
REGISTRY OF DEEDS  
ON AUG 14 1972  
BY [Signature]  
RECEIVED

together with the right to maintain said strip of land clear of trees, brush and other vegetation so as to prevent damage to said pipe line.

This easement is granted for a period of twenty five (25) years from August 9th, 1972 to August 8th, 1997, after which time it may be renewed by mutual agreement between Grantor and Grantee in writing at no additional consideration.

All pipe lines constructed under this agreement shall be buried a minimum of thirty (30) inches below the surface of the ground. Grantee shall be responsible for regrading property after construction and shall seed graded areas with permanent grasses to prevent erosion.

Grantor reserves the right to place fill over the area of this easement, not to exceed five (5) feet above present grade.

Grantee acknowledges the existence of a prior easement granted by Grantor to the West Shore Pipe Line Company, a Delaware corporation, recorded on Pages 91-94, inclusive, Volume 460 of Deeds as Document Number 3893916 on July 26, 1961 and accepts the grant of this easement subject to the rights of said first Grantee.

Grantor reserves the right to full use and enjoyment of said lands except to those rights specifically granted herewith.

MILWAUKEE COUNTY REGISTRY OF DEEDS  
289927  
4697528  
ET CETERA

10/10/72

REL 67018AG 37

Grantor hereby assumes all risks of injuries to or death of persons engaged in the laying or construction of, maintenance or ultimate removal of said pipe line and does hereby covenant and agree to protect and save harmless the grantor against all loss or damage or claims therefor, without compensation, including those resulting from the actions of third parties in the employ of grantor, during the life of this easement or any extension thereof.

This agreement is binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said City of Milwaukee, Grantor, has caused these presents to be signed by Henry H. Mader, its Mayor, and by Mackle O. Westbrock, City Clerk, and countersigned by O. H. Strobel, Deputy City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed, this 4th day of August, A.D. 1972.



Signed and sealed in presence of

CITY OF MILWAUKEE

By Henry H. Mader Mayor

Madogardo H. Colton  
Madogardo H. Colton

Mackle O. Westbrock  
Mackle O. Westbrock CITY CLERK

Christino H. Todd  
Christino H. Todd

COUNTERSIGNED:

O. H. Strobel  
Deputy City Comptroller  
O. H. Strobel



STATE OF WISCONSIN }  
MILWAUKEE COUNTY } SSA

Personally came before me this 4th day of August, A.D. 1972, Henry H. Mader, Mayor of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority, and pursuant to resolution file No. 73-2906, adopted by its Common Council on July 11, 1972.

Madogardo H. Colton  
Notary Public, Milwaukee County, Wis.  
Madogardo H. Colton  
My commission expires Jan 20, 1974

AIRSIDE FUEL FACILITY

GENERAL MITCHELL INTERNATIONAL AIRPORT (MKE)

RUNWAY 7R-25L

RUNWAY 1L-19R

RUNWAY 1R-19L

RUNWAY 13-31

128TH REFUELING WING

SOUTH MAINTENANCE BUILDING

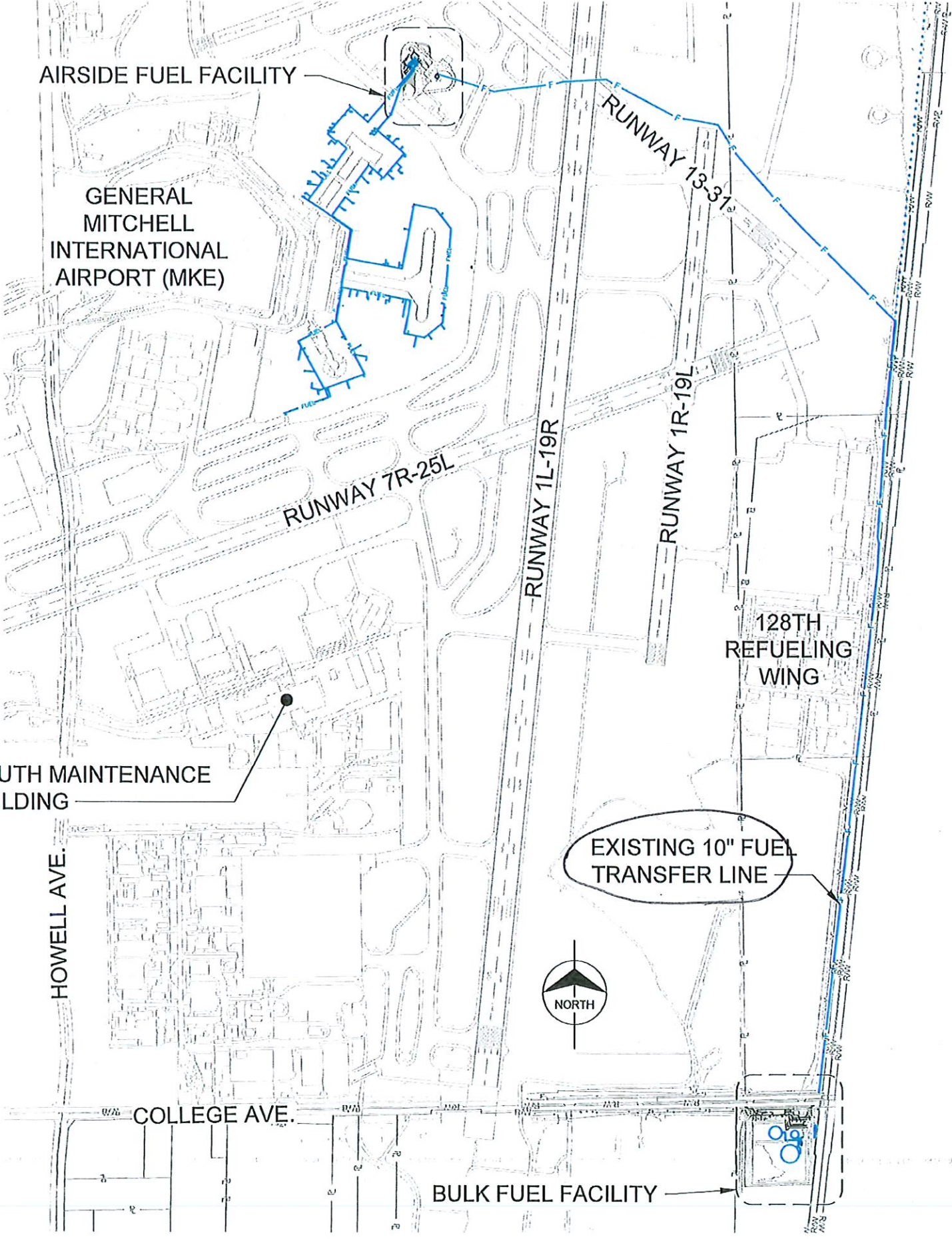
HOWELL AVE.

COLLEGE AVE.

EXISTING 10" FUEL TRANSFER LINE

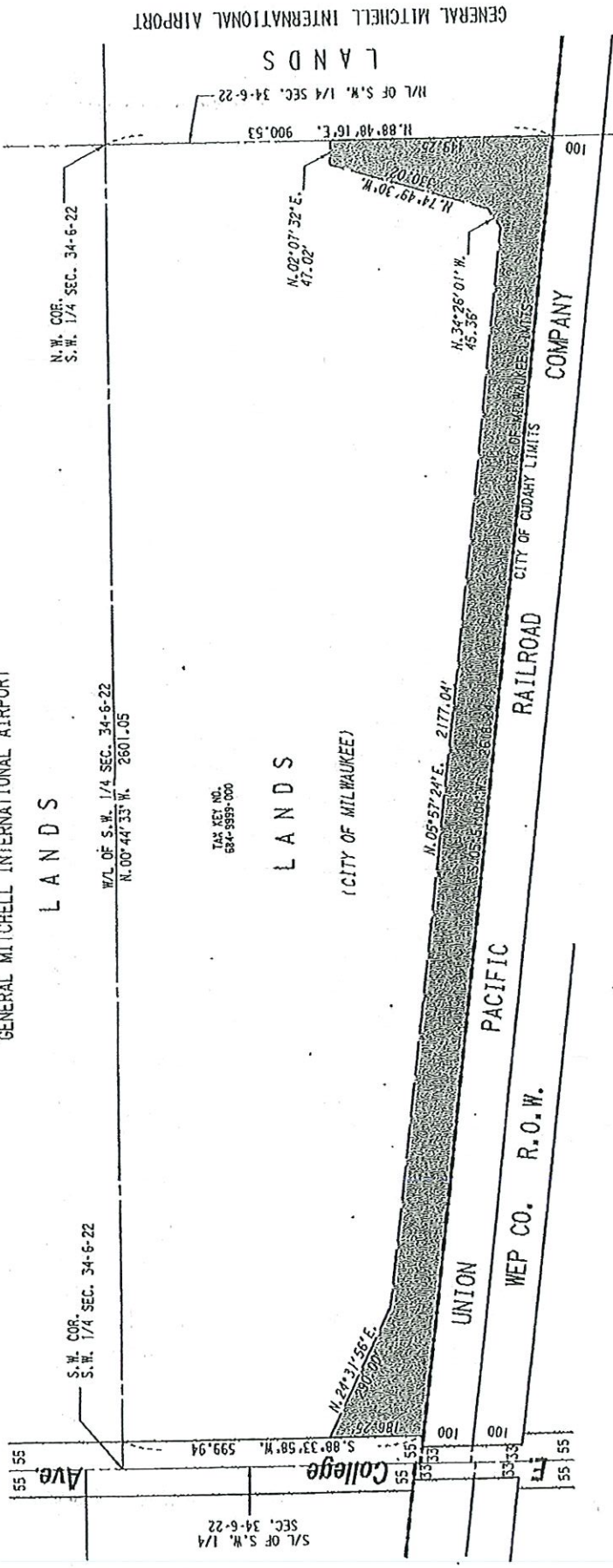


BULK FUEL FACILITY

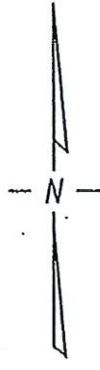


S.W. 1/4 SEC. 34, T.6N., R.22E.

GENERAL MITCHELL INTERNATIONAL AIRPORT  
LANDS



TAX KEY NO.  
624-9359-000



LEASE AGREEMENT AREA

EXHIBIT "A"  
INFRASTRUCTURE SERVICES DIVISION  
MILWAUKEE, WISCONSIN

ASSIGNED TO: W.E. FUCHS  
 DRAWN BY: W.E.F.  
 PROJECT/GRAANT NO.: 8011082300  
 APPROVED BY:

CHK'D. BY: M.C. WILLIAMS  
 DATE: MAY 9, 2000  
 SCALE: 1" = 200'

*Maureen Lindholm*  
 CENTRAL DRAFTING & RECORDS MANAGER

*James P. Pauls*  
 CITY ENGINEER