

**EASEMENT AGREEMENT**

Document Number

**Drafted By:** Joseph S. Rupkey, Esq. of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.

Recording Area

Name and Return Address

Joseph S. Rupkey, Esq.  
Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5306

See Exhibits

Parcel Identification Number (PIN)

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (this “**Agreement**”) is made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and among **MID-CITY FOUNDRY CO.**, a Wisconsin corporation (“**Mid-City**”), **GRAYMONT WESTERN LIME INC.**, a Wisconsin corporation (“**Graymont**”), **BRUCE STREET PROPERTIES, L.L.C.**, a Wisconsin limited liability company (“**Bruce Street**”), **KLEIN LAND, LLC**, a Wisconsin limited liability company (“**Klein Land**”), **BERNARD KLEIN and GERALDINE KLEIN**, in their individual capacities (together with Klein Land, “**Klein**”), **AKSS, LLC**, a Wisconsin limited liability company (“**AKSS**”), and the **CITY OF MILWAUKEE**, a Wisconsin municipal corporation (“**City**”), as parties of the first part (each, a “**Grantor**” and, collectively, “**Grantors**”), and **MILLER COMPRESSING COMPANY**, a Wisconsin corporation, as party of the second part and grantee (“**Miller**”).

### **RECITALS:**

**A. Mid-City.** Mid-City is the owner of 1400 West Bruce Street, Milwaukee, Wisconsin, legally described on **Exhibit A** attached (the “**Mid-City Property**”) and identified as “Mid-City Property” on the site plan attached as **Exhibit G** (the “**Site Plan**”), including, without limitation, that portion of the bed of the Burnham Canal abutting such property commencing at the southern boundary of the Burnham Canal and extending north to the centerline thereof.

**B. Graymont.** Graymont is the owner of 1304-1326 West Bruce Street, Milwaukee, Wisconsin, legally described on **Exhibit B** attached (the “**Graymont Property**”) and identified as “Graymont Property” on the Site Plan, including, without limitation, that portion of the bed of the Burnham Canal abutting such property commencing at the southern boundary of the Burnham Canal and extending north to the centerline thereof.

**C. Bruce Street.** Bruce Street is the owner of 1230 West Bruce Street, Milwaukee, Wisconsin, legally described on **Exhibit C** attached (the “**Bruce Street Property**”) and identified as “Bruce Street Property” on the Site Plan, including, without limitation, that portion of the bed of the Burnham Canal abutting such property commencing at the southern boundary of the Burnham Canal and extending north to the centerline thereof.

**D. Klein.** Klein is the owner of 1134-1148 West Bruce Street, Milwaukee, Wisconsin, legally described on **Exhibit D** attached (the “**Klein Property**”) and identified as “Klein Property” on the Site Plan, including, without limitation, that portion of the bed of the Burnham Canal abutting such property commencing at the southern boundary of the Burnham Canal and extending north to the centerline thereof.

**E. AKSS.** AKSS is the owner of 1102 West Bruce Street, Milwaukee, Wisconsin, legally described on **Exhibit E** attached (the “**AKSS Property**”) and identified as “AKSS Property” on the Site Plan, including, without limitation, that portion of the bed of the Burnham Canal abutting such property commencing at the southern boundary of the Burnham Canal and extending north to the centerline thereof.

**F. City.** Whereas, (i) due to an 1872 deed recorded with the Milwaukee County Register of Deeds (“**ROD**”) on 6-12-1872 in Volume 124 of Deed Page 555, City may have an ownership interest in that certain real property in Milwaukee, Wisconsin, more particularly described on **Exhibit F** attached, and (ii) due to deeds, certificates and an award recorded with the ROD as Document Numbers 6018252, 6018249, 6018256, 6018257, 6018255, 6018247, 6018258, 6018259, 6014618, City may have water

navigation and access right interests on, over, across and to that portion of the Burnham Canal located west of the western boundary of South 11<sup>th</sup> Street, as depicted on the Site Plan. The interests referred to in (i) and (ii) are herein called the “**City Property**” and, together with the Mid-City Property, the Graymont Property, the Bruce Street Property, the Klein Property and the AKSS Property, are herein called the “**Grantor Properties.**”

**G. Miller.** Miller is the current owner of 520 South Muskego Avenue, Milwaukee, Wisconsin (the “**Miller Property,**” TIN 426-9988-110) and identified as “Miller Property” on the Site Plan, including, without limitation, that portion of the bed of the Burnham Canal abutting such property commencing at the northern boundary of the Burnham Canal and extending south to the centerline thereof.

**H. EPA Record of Decision.** The United States Environmental Protection Agency (“**EPA**”) issued a **Record of Decision** for the Burnham Canal Superfund Alternative Site in September 2011, as modified by the **Explanation of Significant Differences** issued by the EPA on September 23, 2015 and corrected February 25, 2016 (collectively, and as the same may be amended, restated, or extended from time to time, the “**Record of Decision**”), which, among other things, requires Miller (**i**) to place a cap over the bottom of that portion of the Burnham Canal located west of the western boundary of South 11<sup>th</sup> Street (the “**Aggregate Cap**”), and (**ii**) to perform certain excavation/remedial work at the western terminus of the Burnham Canal (the “**West End Remedial Action**”), and (**iii**) to perform long-term care, monitoring and maintenance of the Aggregate Cap and West End Remedial Action (“**Long-Term Care**”).

Together the Aggregate Cap, West End Remedial Action and the Long-Term Care are herein called the “**EPA Required Remediation**.” The EPA Required Remediation is more particularly set forth in the Record of Decision and associated existing and future governmental approvals, directives and agreements. A true and correct copy of the Record of Decision is available online at <https://cumulis.epa.gov/supercpad/cursites/csinfo.cfm?id=0510222>.

**I. WDNR.** The EPA may determine that the Wisconsin Department of Natural Resources (“**WDNR**”) is capable of overseeing the EPA Required Remediation and may designate WDNR as the party primarily responsible for ensuring completion of the EPA Required Remediation subject to EPA conducting periodic reviews of the EPA Required Remediation after the work is completed. Alternatively, if the EPA does not so determine, EPA will retain primary responsibility for ensuring completion of the EPA Required Remediation.

**J. The WDNR Negotiated Agreement; Consent Decree.** In order to ensure completion of the EPA Required Remediation and to meet EPA conditions for designating WDNR as the party primarily responsible for overseeing the EPA Required Remediation, Miller and WDNR will enter into a **Negotiated Agreement** (or, if the EPA retains primary responsibility for overseeing the EPA Required Remediation, in lieu of a Negotiated Agreement, Miller and the EPA will enter into a **Consent Decree**) under which Miller will conduct the EPA Required Remediation at no cost to Grantors, and will conduct or arrange to have conducted Long-Term Care at no cost to Grantors.

**K.** Upon the terms and conditions herein, Miller desires to obtain from Grantors, and Grantors desire to grant to Miller, certain easements on, over and across certain of the Grantor Properties in connection with the EPA Required Remediation and the duties required of Miller by the Record of Decision and/or the Negotiated Agreement or Consent Decree.

**NOW, THEREFORE,** in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and also in consideration of the terms, conditions, covenants and mutual agreements herein, the parties accept the recitals above and agree as follows:

1. **Grant of Easements.** Grantors, as their interests appear, hereby grant for the benefit of Miller, for its use and for the use of its Permittees (**defined below**), a perpetual, nonexclusive easement (the "**Easement**") on, over and across those portions of the Grantor Properties located within the Burnham Canal for Miller, at no cost to Grantors, **(i)** to perform the EPA Required Remediation, including to construct, install, monitor, maintain, repair, replace and undertake the Aggregate Cap, the West End Remedial Action, and the Long-Term Care and all related improvements, **(ii)** to implement the Record of Decision (as more specifically set forth in the EPA approved design) for the Aggregate Cap and West End Remedial Action and any approved modifications thereof, and **(iii)** to comply with the requirements of WDNR and/or EPA, and any and all uses related thereto, including, without limitation, the right to trim, at no cost to Grantors, those portions of any trees located on the Grantor Properties overhanging the Burnham Canal. While it is anticipated that access for any such required tree trimming will occur from a barge located within the Burnham Canal, if such access is not reasonably practicable under the circumstances, Grantors, as their interests appear, hereby declare, grant and create for the benefit of Miller, for its use and for the use of its Permittees, a temporary, nonexclusive easement on, over and across the Grantor Properties, in locations reasonably approved by Grantors, in connection therewith. Such temporary easement shall automatically terminate upon completion of the Aggregate Cap and approval of same by the WDNR or the EPA, as applicable. Miller shall provide written notice to each Grantor of such completion. Grantors, as their interests appear, agree not to cause or permit any activities on the Grantor Properties that may disturb or disrupt the EPA Required Remediation or be contrary to any continuing obligation and/or institutional control imposed by WDNR under Wis. Stat. 292.12 and any successor laws thereto, except as otherwise approved by WDNR. For purposes of this Agreement, "**Permittees**" shall mean Miller's employees, agents, grantees, contractors, subcontractors, authorized representatives, assignees and licensees and WDNR, EPA and Milwaukee Metropolitan Sewerage District and their contractors, subcontractors or authorized representatives. If a Negotiated Agreement is entered into, Miller shall provide prompt written notice of such to Grantors, and the status of the site will be available to Grantors at <http://dnr.wi.gov/botw/GetActivityDetail.do?adn=0241552940&siteId=1283300&crumb=1&search=b>. If a Consent Decree is entered into, Miller shall provide prompt written notice of such to Grantors, and additional information will be available at <https://cumulis.epa.gov/supercpad/cursites/csinfo.cfm?id=0510222>. Prior to undertaking any work, Miller shall provide a true and correct copy of this Agreement to each of the EPA and the WDNR. It is the intent of the parties hereto that no Grantor has any duty to Miller, to EPA, or to WDNR, to perform the work set forth in the Record of Decision or in the Negotiated Agreement or Consent Decree.

2. **Representations.** Each Grantor except City hereby represents and warrants that **(i)** such Grantor has all requisite power and authority to enter into this Agreement, to grant the Easement and enter into the other obligations contained herein, and **(ii)** the Grantor Property of such Grantor is free and clear of all mortgages, security interests and other liens securing indebtedness except for **(a)** that mortgage held by Associated Bank, encumbering the Bruce Street Property, as more particularly described on the Consent and Subordination of Lender attached hereto, and **(b)** that mortgage held by National Exchange Bank and Trust, encumbering the AKSS Property, as more particularly described on the Consent and Subordination of Lender attached hereto. City represents that it and Miller are aware of the recorded documents referenced in Recital F above. City's grant of the easement interests herein to Miller per Section 1 above is on an "AS IS, WHERE IS, quit-claim basis," with no representation or warranty, except that City's Common Council by resolution (the file number of which appears below the City signature lines) authorized City to sign this Agreement.

3. **Notices.** All notices, requests, and demands hereunder shall be given in writing and shall be **(a)** personally delivered, or **(b)** sent to the parties to their respective contact persons and addresses indicated herein by U.S. mail, postage prepaid, or by private overnight mail courier service, or by email. The respective contact persons and addresses (including email addresses) to be used for all such notices,

requests or demands are as follows (or such other addresses or contact persons as any Grantor or Miller may designate by like notice):

**If to Mid-City:**

Mid-City Foundry Co.  
Attention: Richard J. Wieland  
1521 West Bruce Street  
Milwaukee, Wisconsin 53204  
Email: [rwieland@midcityfoundry.com](mailto:rwieland@midcityfoundry.com)

**With a copy to:**

Mid-City Foundry Co.  
Attention: Darin Costello  
1521 West Bruce Street  
Milwaukee, Wisconsin 53204  
Email: [dcostello@midcityfoundry.com](mailto:dcostello@midcityfoundry.com)

**If to Graymont:**

Graymont Western Lime Inc.  
Attention: John Maitland  
200 – 10991 Shellbridge Way  
Richmond, BC V6X 3C6  
Canada  
Email: [jmaitland@graymont.com](mailto:jmaitland@graymont.com)

**With a copy to:**

Graymont Western Lime Inc.  
Attention: Vice President, General Counsel  
and Corporate Secretary  
200 – 10991 Shellbridge Way  
Richmond, BC V6X 3C6  
Canada  
Email: [legal@graymont.com](mailto:legal@graymont.com)

**If to Bruce Street:**

Bruce Street Properties, L.L.C.  
Attention: James Capen  
1228 West Bruce Street  
Milwaukee, Wisconsin 53204  
Email: [badgeroofn@aol.com](mailto:badgeroofn@aol.com)

**If to Klein:**

Bernard and Geraldine Klein  
c/o Randy Klein  
P.O. Box 241777  
Milwaukee, Wisconsin 53224  
Email: [klein.rs@gmail.com](mailto:klein.rs@gmail.com)

**If to AKSS:**

AKSS, LLC  
Attention: Steven Wyderka  
1102 West Bruce Street  
Milwaukee, Wisconsin 53204

**With a copy to:**

AKSS, LLC  
Attention: Andy Wyderka  
1102 West Bruce Street  
Milwaukee, Wisconsin 53204  
Email: [andy@heidenplumbing.com](mailto:andy@heidenplumbing.com)



**If to City:**

City of Milwaukee  
Attention: Dave Misky  
809 North Broadway, 2<sup>nd</sup> Floor  
Milwaukee, Wisconsin 53202  
Email: [dmisky@milwaukee.gov](mailto:dmisky@milwaukee.gov)

**With a copy to:**

Gregg Hagopian  
Asst. City Attorney  
841 N. Broadway, 7<sup>th</sup> Floor  
Milwaukee, Wisconsin 53202  
Email: [ghagop@milwaukee.gov](mailto:ghagop@milwaukee.gov)

**If to Miller Compressing:**

Miller Compressing Company  
Attention: Jon Spigel  
1640 West Bruce Street  
Milwaukee, Wisconsin 53204  
Email: [JonS@millercompressing.com](mailto:JonS@millercompressing.com)

**With a copy to:**

Thompson Coburn LLP  
Attention: Halpin J. Burke, Esq.  
One US Bank Plaza  
St. Louis, Missouri 63101  
Email: [hburke@thompsoncoburn.com](mailto:hburke@thompsoncoburn.com)

4. **Successors and Assigns.** All of the terms, covenants, and conditions herein shall inure to the benefit of, and be binding upon, (i) Grantors and their respective successors and assigns as subsequent owners of all or any of the Grantor Properties, and the obligations herein shall be “covenants running with the land” and shall inure to the benefit of and be binding upon the Grantor Properties and all successors in title to the Grantor Properties, and (ii) Miller and its successors and assigns, it being the intent of the parties hereto that Miller’s rights shall be personal to Miller, its successors and assigns. In the event of succession or assignment, the successor or assignee shall give written notice of succession or assignment to Grantors.
5. **Amendment.** This Agreement may only be modified or amended by a writing signed by Grantors and Miller, or their respective successors and assigns.
6. **Severability.** If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of the Agreement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.
7. **No Merger.** The rights and interests created hereunder, including the easements created hereby, shall remain in full force and effect, notwithstanding the fact that the same party may now or hereafter own and possess all of the real property interests associated therewith.
8. **Choice of Law.** This Agreement shall be construed and enforced in accordance with Wisconsin law.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
10. **Public Records.** Miller acknowledges that City is subject to Wisconsin public records law. See Wis. Stat. Chapter 19, Subchapter II. This Agreement, and certain documents produced or required hereunder, is or may be subject to the public records law and Miller and Grantors agree to cooperate with City in the event of a public record request relating hereto.

11. **Damage Repair.** Miller shall be responsible for repair of damage to the Grantor Properties caused by, or attributable to, the willful or negligent acts or omissions by Miller, or anyone claiming by, through, or under Miller, including assignees and Permittees.

12. **Coordination Meeting.** Prior to undertaking any work under the Record of Decision, the Negotiated Agreement, or the Consent Decree, Miller shall convene a meeting between Miller and the WDNR or EPA, as applicable, to discuss the work and the alterations and improvements contemplated by each of the Record of Decision and the Negotiated Agreement or Consent Decree. Miller shall afford Grantors the right to be present at such meeting by giving each Grantor not less than ten days prior written notice of the date, time and place for such meeting.

13. **Indemnity; Hold Harmless.** Miller shall indemnify and hold each Grantor harmless from and against claim, expense, damage, or liability asserted or assessed against any Grantor **(i)** to the extent caused by or attributable to the willful or negligent acts or omissions of Miller, its employees, agents, contractors, or Permittees on or about the Grantor Properties, and/or **(ii)** by the EPA or the WDNR for any breach or failure to comply by Miller under the Record of Decision and/or the Negotiated Agreement and/or Consent Decree, except, as to the applicable Grantor(s) only, to the extent any such breach or failure to comply is caused by or attributable to the willful or negligent acts or omissions of such Grantor, its employees, agents, or contractors.

14. **GIS Registry.** Grantors, at no expense to them, will cooperate with the listing of the properties subject to this Agreement as required by Wis. Stat. 292.12 and agree that a copy of this Agreement and other applicable continuing obligations may be placed on the Registry as maintained by WDNR at <http://dnrmaps.wi.gov/sl/?Viewer=RR%20Sites>.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**GRANTOR:**

**MID-CITY FOUNDRY CO.,**  
a Wisconsin corporation

By: Darin Costello  
Name: Darin Costello  
Title: Chief Operating Officer  
For Richard J. Wieland  
President

STATE OF Wisconsin,  
COUNTY OF Milwaukee ) ss.

This instrument was acknowledged before me on the 21 day of February, 2017,  
by Darin Costello, as Chief Operating Officer of Mid-City  
Foundry Co., a Wisconsin corporation.

Diana Zermeno  
Name Printed: Diana Zermeno  
Notary Public, County of Milwaukee  
My commission expires: May 27, 2019

[NOTARIAL SEAL]

**DIANA ZERMENO  
NOTARY PUBLIC  
STATE OF WISCONSIN**



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**GRANTOR:**

**GRAYMONT WESTERN LIME INC.,**  
a Wisconsin corporation

By: Celia Johnson  
Name: Celia Johnson  
Title: Vice President General Counsel & Corporate Secretary

By: Deborah L. Richards  
Name: Deborah L. Richards  
Title: Corporate Controller & Treasurer

Province  
STATE OF British Columbia )  
City  
COUNTY OF Richmond ) ss.

This instrument was acknowledged before me on the 8<sup>th</sup> day of March, 2017,  
by Celia Johnson, as Vice President, General Counsel and Corporate Secretary of Graymont  
Western Lime Inc., a Wisconsin corporation.



[NOTARIAL SEAL]

Jacqueline Anthony  
Name Printed: \_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
My commission expires: N/A

JACQLIN KAREN ANTHONY  
Notary Public in and for the  
Province of British Columbia  
#200-10991 Shellbridge Way  
Richmond, BC V6X 3C6

Province  
STATE OF British Columbia )  
City  
COUNTY OF Richmond ) ss.

This instrument was acknowledged before me on the 8<sup>th</sup> day of March, 2017,  
by Deborah L. Richards, as Corporate Controller & Treasurer of Graymont  
Western Lime Inc., a Wisconsin corporation.



[NOTARIAL SEAL]

Jacqueline Anthony  
Name Printed: \_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
My commission expires: N/A

JACQLIN KAREN ANTHONY  
Notary Public in and for the  
Province of British Columbia  
#200-10991 Shellbridge Way  
Richmond, BC V6X 3C6

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**GRANTOR:**

**BRUCE STREET PROPERTIES, L.L.C.,**  
a Wisconsin limited liability company

By: *James Capen*  
Name: James Capen  
Title: OWNER

STATE OF Wisconsin )  
 ) ss.  
COUNTY OF Clark )

This instrument was acknowledged before me on the 8<sup>th</sup> day of March, 2017,  
by James Capen, as \_\_\_\_\_ of Bruce  
Street Properties, L.L.C., a Wisconsin limited liability company.

[NOTARIAL SEAL]

*Lori Wagner*  
Name Printed: Lori Wagner  
Notary Public, County of Clark  
My commission expires: 11-13-2020



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**GRANTOR:**

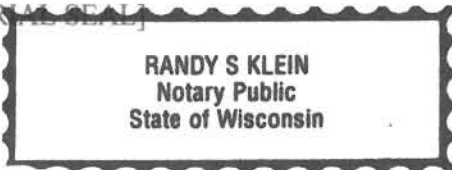
Bernard Klein By A. C. Klein  
Bernard Klein

Geraldine Klein By A. C. Klein  
Geraldine Klein

STATE OF Wisconsin )  
 ) ss.  
COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on the 2<sup>nd</sup> day of February 2017,  
by Bernard Klein and Geraldine Klein.

[NOTARIAL SEAL]



Randy S. Klein  
Name Printed: Randy S. Klein  
Notary Public, County of MILWAUKEE  
My commission expires: 12/27/2020





IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

|   |   |
|---|---|
| <p><b><u>CITY AUTHENTICATION</u></b></p> <p>Gregg Hagopian, as a member in good standing of the State Bar of Wisconsin, authenticates the signatures on behalf of the City of Milwaukee per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>The City Attorney, by Asst. City Attorney Gregg Hagopian, also approves this Agreement's execution by the City per MCO 304-21.</p> <p>_____<br/>Gregg Hagopian, Asst. City Attorney</p> <p>State Bar No. 1007373</p> <p>Date: _____</p> | <p><b>CITY: THE CITY OF MILWAUKEE</b></p> <p>By: _____<br/>Mayor Tom Barrett</p> <p><b>CITY CLERK</b></p> <p>_____<br/>James R. Owczarski, City Clerk</p> <p><b>COUNTERSIGNED</b></p> <p>_____<br/>Martin Matson, City Comptroller</p> <p><b>CITY ATTORNEY APPROVAL (MCO 304-21)</b></p> <p>_____<br/>Gregg Hagopian, Asst. City Attorney</p> <p>City Common Council Res. No. _____</p> |
|---|---|



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**MILLER:**

**MILLER COMPRESSING COMPANY,**  
a Wisconsin corporation

By: [Signature]  
Name: Jonathan Spigel  
Title: VP Operations

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss.

This instrument was acknowledged before me on the 28 day of JANUARY, 2017,  
by JONATHAN SPIGEL, as VP OPERATIONS of Miller  
Compressing Company, a Wisconsin corporation.

David G Holada  
Name Printed: DAVID G HOLADA  
Notary Public, County of MILWAUKEE  
My commission expires: 01/01/2020

[NOTARIAL SEAL]





**CONSENT AND SUBORDINATION OF LENDER**

The undersigned, on behalf of National Exchange Bank and Trust, f/k/a American Bank, f/k/a InvestorsBank, the holder of a Mortgage on the AKSS Property per the instrument recorded in the office of the Milwaukee County Register of Deeds as Document No. 9570449 (the "Mortgage"), hereby consents to the terms and conditions of the foregoing Easement Agreement and subordinates the Mortgage to the lien thereof.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination of Lender on the 16 day of Feb, 2017.

**NATIONAL EXCHANGE BANK AND TRUST**

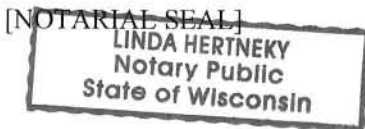
By: *David C. Mohorich*  
Name: David C. Mohorich  
Title: V.P.

**ACKNOWLEDGMENT**

STATE OF WI )  
COUNTY OF Waukesha ) ss.

This instrument was acknowledged before me on this 16 day of Feb, 2017, by David C. Mohorich as V.P. of National Exchange Bank and Trust.

*Linda Hertneky*  
Name Printed: Linda Hertneky  
Notary Public, County of Waukesha  
My commission expires: 4-26-2019



## EXHIBIT A

### Legal Description of the Mid-City Property

That part of the East 1/2 of the Northeast 1/4 of Section 31, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, described as follows:  
Commencing in the center line of West Bruce Street and 319 feet West of the East line of the Northeast 1/4 of Section 31 aforesaid; thence North on a line and parallel to the East line of said 1/4 Section, 377.50 feet to the center line of Burnham Canal; thence West on a line and parallel to the South line of said 1/4 Section and along the center line of said canal, 340.68 feet to a point on the West line of the East 1/2 of the East 1/2 of said 1/4 Section; thence South on the West line of the East 1/2 of the East 1/2 of the said 1/4 Section, 377.50 feet to the center line of said West Bruce Street; thence East on the center line of said West Bruce Street on a line 414 feet North of and parallel to the South line of said 1/4 Section, 340.60 feet to the place of beginning.  
Excepting therefrom, that portion thereof lying within the limits of West Bruce Street.

Further excepting therefrom those lands set forth in Quit Claim Deed recorded as Document No. 6018252.

Tax Key No.: 426-9985-9

Address: 1400 W. Bruce Street

## EXHIBIT B

### Legal Description of the Graymont Property

All that part of the East 1/2 of the Northeast 1/4 of Section 31, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point on the East line and 414.00 feet North of the Southeast corner of the Northeast 1/4 of Section 31 aforesaid, said point being in the center line of West Bruce Street; thence West on said center line, on a line 414.00 feet North of and parallel with the South line of said 1/4 Section, 319.00 feet to a point; thence North on a line and parallel with the East line of said 1/4 Section 377.50 feet to the center line of Burnham Canal; thence East on a line and parallel with the South line of said 1/4 Section 319.00 feet to the East line of said 1/4 Section; thence South on the East line of said 1/4 Section 377.50 feet to the point of commencement.

EXCEPTING THEREFROM that part thereof described in Award of Damages recorded as Document No. 6014618.

Tax Key No.: 426-9986-4

Address: 1304-1326 W. Bruce Street

## EXHIBIT C

### Legal Description of the Bruce Street Property

That part of the Northwest 1/4 of Section 32 in Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:  
Commencing at a point which is in the North line of West Bruce Street (formerly Park Street) and 38 feet East of the West line of said 1/4 Section; thence East along the North line of said West Bruce Street, 300 feet to a point; thence North 275 feet to a point on the South established dock line of the Burnham Canal; thence West on said dock line, 300 feet to a point; thence South 275 feet to the point of commencement, excepting and reserving therefrom the right to use 20 feet across said tract for railroad and switch purposes for general use of all owners and leasees along the canal as laid out and established, Said property was formerly part of Lot 10 and all of Lots 11 to 17 inclusive, Block 162, and all of Block 163 in P. McMartin's Subdivision (now vacated).  
EXCEPTING THEREFROM that part set forth in Quit Claim Deed recorded as Document No. 6018255.

Tax Key No.: 427-0427-8

Address: 1230 W. Bruce Street



## EXHIBIT D

### Legal Description of the Klein Property

The West 128.98 feet of the East 366.48 feet in the Subdivision and Partition of Northwest 1/4 of Section 32, Town 7 North, Range 22 East, part of Lot 5 between Burnham's Canal, South 11th Street, West Bruce Street, South 13th Street, Blocks 162, 163 and 164 in P. McMartin's Subdivision in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

EXCEPTING therefrom the water navigation and access rights described in Quit Claim Deed recorded as Document No. 6018258.

Tax Key No.: 427-0426-2

Address: 1134-1148 W. Bruce Street

## EXHIBIT E

### Legal Description of the AKSS Property

All that part of Lot 5 in Subdivision and Partition of the Northwest 1/4 of Section 32, in Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point in the North line of West Bruce Street (formerly Park Street) 466.98 feet East of the West line of said 1/4 Section; thence East along the North line of said Street 237.50 feet to a point; thence North 275 feet to a point on the South established dock line of Burnham's Canal; thence West on said dock line 237.55 feet to a point; thence South 275 feet to the point of commencement. Also being part of vacated Blocks 162 and 164 in P. McMartin's Subdivision.

EXCEPTING THEREFROM the water navigation and access rights described in Quit Claim Deed recorded as Document No. 6018256.

Tax Key No.: 427-0425-7

Address: 1102 W. Bruce Street

## **EXHIBIT F**

### Legal Description of the City Property

That part of the Northwest 1/4 of Section 32 in Town 7 North, Range 22 East and Northeast 1/4 of Section 31 in Town 7 North Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, described as follows, to-wit:

That portion of the Burnham Canal located east of the western boundary of South 13th Street and west of the western boundary of South 11th Street, bordered on the north by the Miller Property (i.e. 520 S. Muskego Avenue), and bordered on the south by the following properties: (i) the Bruce Street Property (i.e. 1230 W. Bruce Street), (ii) the Klein Property (i.e. 1134-1148 W. Bruce Street), and (iii) the AKSS Property (i.e. 1102 W. Bruce Street).

EXHIBIT G

Site Plan

