

## MAINTENANCE AGREEMENT

MAINTENANCE AGREEMENT made as of this \_\_\_\_\_ day of October, 2013 by and between the CITY OF MILWAUKEE, a Wisconsin municipal corporation, acting by and through its Commissioner of Public Works and Commissioner of City Development, ("CITY"), and PNR 2, LLC, a Wisconsin limited liability company, ("OWNER").

### WITNESSETH:

WHEREAS, OWNER holds title to the real property located at or near 8180 West Brown Deer Road in the City of Milwaukee bearing Tax Key No. 0320172000 and Tax Key No. 0320173000, (the "Property").

WHEREAS, CITY has agreed to undertake the removal of snow and ice from that portion of the Property indicated in Exhibit A.

WHEREAS, CITY has agreed to undertake an assessment of the condition of the road surfaces and to perform any necessary maintenance including, but not limited to, patching of potholes.

WHEREAS, CITY desires to secure access to the Property for itself, its employees, agents, contractors and subcontractors for carrying out (1) removal of snow and ice from that portion of the Property indicated in Exhibit A; (2) the assessment of the Property as part of CITY's due diligence in preparation for potentially accepting the dedication of the Property for public right of way; and (3) maintenance of the road surfaces including, but not limited to, patching of potholes.

WHEREAS, OWNER is willing to grant such access to the Property upon the express terms set forth in this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto the CITY and the OWNER hereby covenant and agree as follows:

1) OWNER hereby grants to CITY, its employees, agents, contractors and subcontractors permission to enter upon the Property for the purpose of (1) removal of snow and ice from that portion of the Property indicated in Exhibit A; (2) the assessment of the condition of the Property as part of CITY's due diligence in preparation for potentially accepting the dedication of the Property for public right of way; and (3) maintenance of the road surfaces including, but not limited to, patching of potholes.

2) CITY's removal of snow and ice shall be limited to that portion of the Property indicated in Exhibit A, and will be performed in accordance with CITY's Department of Public Works' snow and ice removal priority policy.

3) CITY shall not unreasonably interfere with the activities being undertaken by OWNER on the Property in its use of this grant of permission. Without limiting the foregoing, CITY will not store snow and ice in parking fields which by the terms of recorded documents, or by the terms of leases as to which OWNER advises CITY, where such storage would not be permitted.

4) CITY will undertake to maintain the road surfaces of the Property, including, but not limited to, the patching of potholes. CITY shall not be liable for any damage to the roadways that occurs because of, is associated with, or arises from the activities covered by this Maintenance Agreement, subject to CITY's undertaking to maintain the road surfaces.

5) CITY will not assess any special assessments or charges against the Property or OWNER as a result of undertaking its actions under this Agreement. CITY's operations will be at CITY's cost.

6) All notices or communications under this Maintenance Agreement shall be directed as follows:

To the City:

City of Milwaukee  
Department of Public Works  
841 North Broadway  
Milwaukee, WI 53202  
Attn: Commissioner

And to:

City of Milwaukee  
Department of City Development  
809 North Broadway  
Milwaukee, WI 53202  
Attn: Commissioner

To the Owner:

PNR 2, LLC  
12001 West Capitol Drive  
Milwaukee, Wisconsin 53222  
Attn: William Penzey

And to:

Hal Karas, Esq.  
Whyte Hirschboeck Dudek S.C.  
555 East Wells Street  
Milwaukee, Wisconsin 53202

7) This Limited Right of Entry shall be effective as of the date first above written and shall continue for a period of eighteen (18) months.

(Signatures on next page)

Signature page for Maintenance Agreement

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

**PNR 2, LLC**  
**a Wisconsin Limited Liability Company**

**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
William Penzey  
Manager

By: \_\_\_\_\_  
Ghassan Korban  
Commissioner of Public Works

By: \_\_\_\_\_  
Rocky Marcoux  
Commissioner of City Development

JRM/ml:196061  
1089-2012-1606

**Exhibit A**

Map of Area to be Cleared of Ice/Snow and Road Surfaces to be Maintained

