



City of Milwaukee

City Hall
200 East Wells Street
Milwaukee, WI 53202

Meeting Agenda PUBLIC WORKS COMMITTEE

ALD. ROBERT BAUMAN, CHAIR
Ald. Joseph Dudzik, Vice-Chair
Ald. Willie Wade, Ald. Robert Donovan, and Ald. Robert Puente

Staff Assistant, Terry MacDonald, 286-2233
Fax: (414) 286-3456, E-mail: tmacdo@milwaukee.gov

Wednesday, June 24, 2009

9:00 AM

Room 301-B, City Hall

1. [090193](#) Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.
Sponsors: THE CHAIR

2. [090192](#) Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$19,000 for a total estimated cost of these projects being \$140,000.
Sponsors: THE CHAIR

3. [090194](#) Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$431,000 for a total estimated cost of these projects being \$13,666,000.
Sponsors: THE CHAIR

4. [090195](#) Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$5,007,000 for a total estimated cost of these projects being \$6,085,000.
Sponsors: THE CHAIR

5. [090196](#) Substitute resolution approving construction of projects to be funded by the American Reinvestment and Recovery Act (ARRA) as nonassessable public improvements at various locations and appropriating funds for these purposes. with the City share of these projects for non participating items is estimated to be \$305,300.00 and the grantor share estimated to be \$6,357,000.00 for a total estimated cost of \$6,662,300.00.
Sponsors: THE CHAIR

This item will include discussion of measures that will be taken to insure transparency and accountability relating to the expenditure of American Recovery and Reinvestment Funds received as a result of File #090196.

6. [090278](#) Resolution relating to installation of a mid-block pedestrian crossing on West St. Paul Avenue to provide access between the Milwaukee Intermodal Station and the parking lot on the north side of the street.
Sponsors: Ald. Bauman
7. [090273](#) Communication from the Department of Public Works relating to the construction of South 2nd Street between West National Avenue to Menomonee River.
Sponsors: THE CHAIR
8. [090078](#) Resolution approving the execution of a second amendment to a lease agreement with Milwaukee World Festival, Inc.
Sponsors: Ald. Murphy
---This file is only being scheduled to refer it to the Steering & Rules Committee.
9. [090163](#) A substitute ordinance establishing the port of Milwaukee fund.
Sponsors: Ald. Bauman
10. [081293](#) Substitute resolution to vacate the southernmost 72 feet of alley in the block bounded by North 1st Street, East Garfield Avenue, East North Avenue and North Palmer Street, in the 6th Aldermanic District.
Sponsors: THE CHAIR
11. [090215](#) Resolution authorizing the jurisdictional transfer of the City-owned vacant lots at 3620(R) North Holton Street and 2911-15 North Teutonia Avenue from the Department of City Development to the Milwaukee Fire Department, in the 6th Aldermanic District.
Sponsors: THE CHAIR
12. [090256](#) Resolution expressing the City of Milwaukee's position relative to the proposed reconstruction of the Zoo Interchange.
Sponsors: Ald. Murphy and Ald. Bauman
13. [090279](#) An ordinance relating to purchase of city vehicles.
Sponsors: Ald. Zielinski
---May be referred to the Finance & Personnel Committee
14. [090201](#) Resolution accepting six Water Easements.
Sponsors: THE CHAIR
15. [090161](#) Substitute resolution directing the City Engineer to submit applications to the Wisconsin Department of Transportation for programming for the construction of freeway noise barriers at locations along I-94 as identified in the Wisconsin Department of Transportation's I-94 North-South Freeway Project Noise Barrier study for which no local cost participation is required.
Sponsors: Ald. Witkowski

16. [090233](#) Resolution amending Common Council File Number 081212 for the purpose of extending the period of authority, responsibilities and activities of the Recycling Task Force.
Sponsors: Ald. Dudzik
17. [090217](#) Resolution authorizing the Commissioner of Public Works to issue a permit allowing the installation, maintenance and removal of a temporary art project in the Knapp Street Bridge House and in its adjacent public right-of-way.
Sponsors: THE CHAIR
18. [090220](#) Resolution to inform the Common Council of the City's Compliance Maintenance Annual Report for the year 2008.
Sponsors: Ald. Hines Jr.
19. [090254](#) Resolution directing the proper City officers to execute the release of a joint water and underground conduit easement, located in North 10th Street from West Juneau Avenue to West Winnebago Street, in the 4th Aldermanic District.
Sponsors: THE CHAIR
20. [090189](#) Resolution releasing the public access easement in the area of vacated South 7th Street north of West Washington Street, in the 12th Aldermanic District.
Sponsors: THE CHAIR
21. [090207](#) Resolution authorizing the City Comptroller to transfer funds to various State and Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and construction costs totaling \$845,617.49, City share is \$550,919.67 and the Grantor's share is \$294,697.82.
Sponsors: THE CHAIR
22. [090218](#) Resolution authorizing the City Comptroller to transfer funds to a State and Federal Aid project subaccount for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering costs totaling \$50,000.00, with the City's share being \$28,241.60 and the Grantor's share being \$21,758.40.
Sponsors: THE CHAIR
23. [090219](#) Resolution approving a plat of right-of-way required to implement the Valley Passage Project and directing the proper City officials to execute the right-of-way plat and associated agreements.
Sponsors: THE CHAIR

This meeting will be webcast live at www.milwaukee.gov/channel25.

Members of the Common Council and its standing committees who are not members of this committee may attend this meeting to participate or to gather information. Notice is given that this meeting may constitute a meeting of the Common Council or any of its standing committees, although they will not take any formal action at this meeting.

Upon reasonable notice, efforts will be made to accommodate the needs of persons with disabilities through sign language interpreters or auxiliary aids. For additional information or to request this service, contact the Council Services Division ADA Coordinator at 286-2998, (FAX)286-3456, (TDD)286-2025 or by writing to the Coordinator at Room 205, City Hall, 200 E. Wells Street, Milwaukee, WI 53202.

Limited parking for persons attending meetings in City Hall is available at reduced rates (5 hour limit) at the Milwaukee Center on the southwest corner of East Kilbourn and North Water Street. Parking tickets must be validated in Room 205, (City Clerk's Office) or the first floor Information Booth in City Hall.

Persons engaged in lobbying as defined in s. 305-43-4 of the Milwaukee Code of Ordinances are required to register with the City Clerk's Office License Division. Registered lobbyists appearing before a Common Council committee are required to identify themselves as such. More information is available at www.milwaukee.gov/lobby.



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090193

File ID: 090193

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter

Enactment Number:

Drafter: mld

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090193

..Number

090193

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.

..Requestor

INFRASTRUCTURE SERVICES DEPARTMENT

..Drafter
MLD:dr
Report 14
06/05/09

**OFFICIAL NOTICE NUMBER 11
PUBLIC HEARING ON PROPOSED IMPROVEMENTS
AND SPECIAL ASSESSMENTS**

There will be a public hearing held by the Public Works Committee of the Common Council of the City of Milwaukee concerning the following improvements and special assessments. The Commissioner of Public Works has determined these improvements are necessary and in the public interest.

The hearing will be held at the date and time shown below:

<p>WEDNESDAY</p> <p>JUNE 24, 2009</p> <p>ROOM 301-B – CITY HALL</p> <p>9:00 A.M.</p>
--

2nd Aldermanic District

Alley between W. Capitol Dr., W. Melvina St., N. 53rd St., and N. 54th St. (ST212090105):

Concrete alley pavement reconstruction, replace some abutting walk or driveway approaches, grading, and storm drainage facilities where necessary.

3rd Aldermanic District

N. Pulaski St. – N. Arlington Pl. to E. Kane Pl. (ST211030112):

Asphalt pavement reconstruction, replace all curb and gutter, replace all sidewalk and driveway approaches, sodding, and grading.

8th Aldermanic District

W. Vilter Ln. – S. 20th St. to S. Muskego Ave. (ST211090141):

Install traffic calming speed humps.

11th Aldermanic District

S. 37th St. – W. Ruskin St. to W. Oklahoma Ave. (ST211080117):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where needed, sodding (7-foot width of tree border area), grading, and tree removal where necessary.

12th Aldermanic District

Alley between W. Pittsburgh Ave., W. Seeboth St., S. 1st St., and S. 2nd St. (ST212090110):

Concrete alley pavement reconstruction, replace some abutting walk or driveway approaches, grading, and storm drainage facilities where necessary.

14th Aldermanic District

S. Logan Ave. – E. Oklahoma Ave. to E. Manitoba St. (ST211090148):

Install traffic calming speed humps.

15th Aldermanic District

W. Wright St. – N. 17th St. to N. 19th St. (ST211090146):

Install traffic calming speed humps.

N. 15th St. – W. Center St. to W. Hadley St. (ST21100107):

Asphalt pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, narrow roadway from 36 feet to 34 feet, sodding (5-foot width of tree border area), and grading.

You may examine a copy of the report recommending these projects in Room 908, 841 North Broadway, Milwaukee, Wisconsin during the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday.

This notice is published by authority of the Common Council of the City of Milwaukee in accordance with Section 66.0703 and any other pertinent sections of the Wisconsin Statutes and in the manner directed by Section 115-42 of the Milwaukee Code of Ordinances.

Office of the City Clerk, Milwaukee

Ronald D. Leonhardt, City Clerk

June 10, 2009

June 5, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

The Common Council has adopted preliminary resolutions which determined it necessary and in the public interest to make various public improvements and to make special assessments therefore.

The Commissioner of Public Works is filing this report consisting of a list of projects. This report is subject to amendment at the next Public Works Committee Hearing. The plans and specifications of said improvements are on file in the City Engineer's Office.

I am herewith submitting a report regarding the above matter and recommend adoption of the amended resolution approving same.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Afr 14
Report Appended



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 090192

File ID: 090192

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

Requester: DPW-INFRASTRUCTURE SERVICES
DIVISION

Cost:

File Created: 06/16/2009

File Name:

Final Action:

Title: Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$19,000 for a total estimated cost of these projects being \$140,000.

Notes:

Code Sections:

Agenda Date:

Indexes: PUBLIC IMPROVEMENTS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal note ,Hearing Notice List

Enactment Number:

Drafter: mld

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text:		This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE				
0	PUBLIC WORKS COMMITTEE	06/19/2009	HEARING NOTICES SENT		06/24/2009		
1	CITY CLERK	06/19/2009	DRAFT SUBMITTED				
	Action Text:	This Resolution was DRAFT SUBMITTED					
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090192

..Number
090192
..Version
SUBSTITUTE 1
..Sponsor

THE CHAIR

..Title

Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$19,000 for a total estimated cost of these projects being \$140,000.

..Analysis

This resolution authorizes engineering studies and directs the Commissioner of Public Works to determine any benefits or damages which would result if the projects were to be constructed. After the Commissioner files his report, a Public Hearing will be held on those projects determined assessable. A resolution will be submitted after the Public Hearing authorizing construction. The City cost for engineering these projects is estimated to be \$19,000 with the total cost estimated to be \$140,000.

..Body

Resolved, By the Common Council of the City of Milwaukee that it is necessary and in the public interest to do the following described work according to City specifications, and that such public improvements and resulting special assessments be made pursuant to Section 66.0703 and any other pertinent sections of the Wisconsin Statutes and in the manner directed by Section 115-42 of the Milwaukee Code of Ordinances:

1st Aldermanic District

Alley between W. Capitol Dr., W. Fiebrantz Ave., N. 14th St., and N. 15th St. (ST212100104): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$9,000). The total estimated cost for this project including the requested amount is \$90,000. This project is anticipated to be completed during the 2010-2011 construction season.

4th Aldermanic District

W. Park Hill Ave. - N. 30th St. to N. 31st St. (ST211100128): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$50,000. This project is anticipated to be completed during the 2010-2011 construction season.

; and, be it

Further Resolved, That the abutting and adjacent properties be assessed a portion of the cost, said assessment to be recommended by the Commissioner of Public Works in his report; and, be it

Further Resolved, That all assessments and payments be made in accordance with Section 115-42 of the Milwaukee Code of Ordinances; and, be it

Further Resolved, That all City departments are authorized to do engineering, surveying, preparing of plans, and estimates of cost thereof, to be utilized in the preparation of said report of the Commissioner of Public Works; and, be it

Further Resolved, That the Department of Public Works is authorized to use the funding as specified in the above description of work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor

Infrastructure Services Division

..Drafter

MLD:dr

Apr 14

06/19/09

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: June 19, 2009

FILE NUMBER: 090192

Original Fiscal Note Substitute

SUBJECT: Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$19,000 for a total estimated cost of these projects being \$140,000.

B) SUBMITTED BY (name/title/dept./ext.): Mary Dzewiontkoski/Assessment Engineer/Public Works/2460

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENTAL ACCOUNT (DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER Paving	ST211		\$10,000		
	ST212		\$ 9,000		
TOTALS:			\$19,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION: *The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of this project is \$140,000.*

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

June 5, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for determining it necessary to make various assessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of June 24, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
Apr 14



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 090194

File ID: 090194

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

Requester: DPW-INFRASTRUCTURE SERVICES
DIVISION

Cost:

File Created: 06/16/2009

File Name:

Final Action:

Title: Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$431,000 for a total estimated cost of these projects being \$13,666,000.

Notes:

Code Sections:

Agenda Date:

Indexes: PUBLIC IMPROVEMENTS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal note ,Hearing Notice List

Enactment Number:

Drafter: mld

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text:		This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE				
0	PUBLIC WORKS COMMITTEE	06/19/2009	HEARING NOTICES SENT		06/24/2009		
1	CITY CLERK	06/19/2009	DRAFT SUBMITTED				
	Action Text:	This Resolution was DRAFT SUBMITTED					
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090194

..Number
090194
..Version
SUBSTITUTE 1
..Sponsor

THE CHAIR

..Title

Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$431,000 for a total estimated cost of these projects being \$13,666,000.

..Analysis

This resolution authorizes engineering studies on projects which by City Charter are nonassessable. After design plans and estimates of costs have been prepared, a resolution authorizing construction will be submitted to the Common Council. The City cost for engineering these projects is estimated to be \$431,000 with the total cost estimated to be \$13,666,000.

..Body

Resolved, By the Common Council of the City of Milwaukee, that it is necessary and in the public interest to do the following described improvements according to City specifications:

1st Aldermanic District

W. Villard Ave. - N. 32nd St. to a point west of N. 32nd St. (ST211090149): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$15,000). The total estimated cost for this project is \$15,000. This project is anticipated to be completed during the 2009 construction season.

1st, 6th and 7th Aldermanic Districts

Area bounded by W. Capitol Dr., W. Nash St., N. 27th St. and N. 31st St. (SM495090063): Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$609,000. This project is anticipated to be completed during the 2009 construction season.

2nd, 5th and 10th Aldermanic Districts

Alley bounded by W. Hampton Ave., W. Nash St., N. 68th St., and N. 91st St. (SM495090056): Install storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$2,673,000. This project is anticipated to be completed during the 2010 construction season.

3rd and 4th Aldermanic Districts

Juneau Avenue Bascule Bridge over the Milwaukee River (BR100090106): Structural steel repairs and painting. (City Share Nonassessable Structure Fund -- \$300,000). The total estimated cost for this project including the requested amount is \$8,300,000. This project is anticipated to be completed during the 2010-2011 construction season.

6th Aldermanic District

Alley bounded by E. Fiebrantz Ave., N. Hubbard St., N. Richards St., Lands North (SM495090058): Installing storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$70,000. This project is anticipated to be completed during the 2010 construction season.

8th Aldermanic District

N. 25th St. at W. Canal St. (SM493090107): Maintenance of Bioretention Facility at N. 25th St. and W. Canal St. (Nonassessable TSS (Total Suspended Solids) Removal Fund -- \$1,000). The total estimated cost for this project including the requested amount is \$26,000. This project is anticipated to be completed during the 2009 construction season.

10th Aldermanic District

N. 59th St. - 300 feet m/l south of W. St. Paul Ave. to W. Blue Mound Rd. (SM495090060): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$141,000. This project is anticipated to be completed during the 2009 construction season.

11th Aldermanic District

Area bounded by W. Wilbur Ave to W. Howard Ave. and S. 51st St. to S. 53rd St. (SM495090062): Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$932,000. This project is anticipated to be completed during the 2009 construction season.

13th Aldermanic District

S. 6th St. - 1700 feet north of W. College Ave. to 300 feet north of W. College Ave. (WT410100016): Relaying water main. (Nonassessable Water Fund -- \$25,000). The total estimated cost for this project including the requested amount is \$380,000. This project is anticipated to be completed during the 2010 construction season.

S. 17th St. - W. Ohio Ave. to W. Crawford Ave. (SM495090059): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$520,000. This project is anticipated to be completed during the 2010 construction season.

;and, be it

Further Resolved, That all City Departments are authorized to perform engineering, surveys, plan preparation, and determine an estimated cost thereof; and, be it

Further Resolved, That the Department of Public Works is authorized to use the funding as specified in the above description of work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr
Npr 14
06/19/09

CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** June 19, 2009

FILE NUMBER: 090194

Original Fiscal Note Substitute

SUBJECT: Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$431,000 for a total estimated cost of these projects being \$13,666,000.

B) **SUBMITTED BY (Name/title/dept./ext.):** Mary Dzewiontkoski/Assessment Engineer/Public Works/X2460

C) **CHECK ONE:** ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:** DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
	Paving ST211		\$ 15,000		
	Water WT410		\$ 25,000		
	Sewer SM495		\$ 90,000		
OTHER:	Sewer SM493		\$ 1,000		
	Structures BR1000		\$300,000		
TOTALS			\$431,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:** The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of these projects is estimated to be \$13,666,000.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

June 5, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for determining it necessary to make various nonassessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of June 24, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
Npr 14



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 090195

File ID: 090195

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

Requester: DPW-INFRASTRUCTURE SERVICES
DIVISION

Cost:

File Created: 06/16/2009

File Name:

Final Action:

Title: Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$5,007,000 for a total estimated cost of these projects being \$6,085,000.

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Code Sections:

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Indexes: PUBLIC IMPROVEMENTS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal note ,Hearing Notice List

Enactment Number:

Drafter: mld

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text:		This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE				
0	PUBLIC WORKS COMMITTEE	06/19/2009	HEARING NOTICES SENT		06/24/2009		
1	CITY CLERK	06/19/2009	DRAFT SUBMITTED				
	Action Text:	This Resolution was DRAFT SUBMITTED					
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090195

..Number
090195
..Version
SUBSTITUTE 1
..Reference
081588

..Sponsor
THE CHAIR
..Title

Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$5,007,000 for a total estimated cost of these projects being \$6,085,000.

..Analysis

This resolution directs the installation and construction of certain public improvements which have been determined to be nonassessable by the Commissioner of Public Works. The City cost of the projects approved by this resolution is estimated to be \$5,007,000. The total estimated cost of these projects is \$6,085,000.

..Body

Whereas, The Common Council of the City of Milwaukee adopted preliminary resolutions determining it necessary and in the public interest to construct nonassessable improvements; and

Whereas, Plans, specifications and cost estimates have been prepared for the following described improvements:

1st Aldermanic District

W. Eggert Pl. - N. 31st St. to N. Teutonia Ave. (SM495090027) File Number 081588: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$87,000). The total estimated cost for this project including the requested amount is \$102,000. This project is anticipated to be completed during the 2009 construction season.

W. Kinzie St. - N. 31st St. to N. Teutonia Ave. (SM495090026) File Number 081588: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$46,000). The total estimated cost for this project including the requested amount is \$61,000. This project is anticipated to be completed during the 2009 construction season.

W. Sheridan Ave. - 150 feet m/l west of N. 37th St. to N. 37th St. (SM495090029) File Number 081588: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$32,000). The total estimated cost for this project including the requested amount is \$47,000. This project is anticipated to be completed during the 2009 construction season.

N. Teutonia Ave. - Lincoln Creek to W. Eggert Pl. (SM495090031) File Number 081588: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$33,000). The total estimated cost for this project including the requested amount is \$48,000. This project is anticipated to be completed during the 2009 construction season.

W. Villard Ave. - N. 31st St. to N. Teutonia Ave. (SM495090030) File Number 081588: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$71,000). The total estimated cost for this project including the requested amount is \$86,000. This project is anticipated to be completed during the 2009 construction season.

N. 38th St. - W. Sheridan Ave. to 325 feet m/l south of W. Sheridan Ave. (SM495090028) File Number 081588: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$73,000). The total estimated cost for this project including the requested amount is \$88,000. This project is anticipated to be completed during the 2009 construction season.

7th Aldermanic District

N. 34th St. - W. Fond du Lac Ave. to W. Burleigh St. (SM495080033) File Number 080237: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$87,000). The total estimated cost for this project including the requested amount is \$99,000. This project is anticipated to be completed during the 2009 construction season.

N. 37th St. - W. Melvina St. to W. Roosevelt Dr. (SM495080020) File Number 080911: Relay sanitary

sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$84,000). The total estimated cost for this project including the requested amount is \$94,000. This project is anticipated to be completed during the 2009 construction season.

N. 51st Blvd. - W. Auer Ave. to W. Concordia Ave. (SM495070182) File Number 080237: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$149,000). The total estimated cost for this project including the requested amount is \$159,000. This project is anticipated to be completed during the 2009 construction season.

8th Aldermanic District

N. 25th St. at W. Canal St. (SM493090107): Maintenance of Bioretention Facility at N. 25th St. and W. Canal St. (Nonassessable TSS (Total Suspended Solids) Removal Fund -- \$25,000). The total estimated cost for this project including the requested amount is \$26,000. This project is anticipated to be completed during the 2009 construction season.

10th Aldermanic District

N. Story Parkway - N. Pinecrest St. to W. Blue Mound Rd. (SM495060053) File Number 070267: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$100,000 Additional Funds). The total estimated cost for this project including the requested amount is \$538,000. This project is anticipated to be completed during the 2009 construction season.

N. 55th St. - W. Vine St. to W. Vliet St. (SM495080030) File Number 080237: Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$2,774,000). The total estimated cost for this project including the requested amount is \$2,784,000. This project is anticipated to be completed during the 2009 construction season.

11th Aldermanic District

Area bounded by W. Howard Ave. to W. Beloit Rd. to S. 88th St. to S. 97th St. (SM495090041) File Number 081588: Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$917,000). The total estimated cost for this project including the requested amount is \$932,000. This project is anticipated to be completed during the 2009 construction season.

14th Aldermanic District

S. Austin St. - E. Clarence St. to E. Deer Pl. (SM495070146) File Number 071166: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$38,000 Additional Funds). The total estimated cost for this project including the requested amount is \$207,000. This project is anticipated to be completed during the 2009 construction season.

E. Clarence St. - S. Burrell St. to S. Howell Ave. (SM495080058) File Number 080809: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$129,000). The total estimated cost for this project including the requested amount is \$139,000. This project is anticipated to be completed during the 2009 construction season.

S. Delaware Ave. - E. Ohio Ave. to E. Holt Ave. (SM495070091) File Number 070266: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$107,000). The total estimated cost for this project including the requested amount is \$117,000. This project is anticipated to be completed during the 2009 construction season.

E. Oklahoma Ave. - S. Ellen St. to S. Mabbett Ave. (SM495070163) File Number 071166: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$215,000 Additional Funds). The total estimated cost for this project including the requested amount is \$518,000. This project is anticipated to be completed during the 2009 construction season.

15th Aldermanic District

Alley between W. Garfield Ave., W. Lloyd St., N. 21st St., and N. 22nd St. (TD06584001) File Number 051275: Concrete alley pavement reconstruction, replace some abutting walk or driveway approaches, grading, storm drainage facilities where needed, and tree removal where necessary. (TID Nonassessable Paving Fund -- \$40,000). The total estimated cost for this project including the requested amount is \$40,000. This project is anticipated to be completed during the 2009 construction season.

now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works is authorized and directed to proceed with said work; and, be it

Further Resolved, That the Department of Public Works is authorized to use the funding as specified in the above description of work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr
Nfr 14
06/19/09

..Number

090195

..Version

PROPOSED SUBSTITUTE A

..Reference

081588

..Sponsor

THE CHAIR

..Title

Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$5,272,000 for a total estimated cost of these projects being \$6,450,000.

..Analysis

This resolution directs the installation and construction of certain public improvements which have been determined to be nonassessable by the Commissioner of Public Works. The City cost of the projects approved by this resolution is estimated to be \$5,272,000. The total estimated cost of these projects is \$6,450,000.

..Body

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Whereas, Plans, specifications and cost estimates have been prepared for the following described improvements:

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13th Aldermanic District

W. Oklahoma Ave. – S. 24th St. to S. 26th St. (ST211090139) File Number 081489: Installation of median, and widening roadway (north side) for bus drop off. (Nonassessable Reconstruction Paving Fund -- \$265,000). The total estimated cost for this project including the requested amount is \$365,000. This project is anticipated to be completed during the 2009 construction season.

14th Aldermanic District

S. Austin St. – E. Clarence St. to E. Deer Pl. (SM495070146) File Number 071166: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$38,000 Additional Funds). The total estimated cost for this project including the requested amount is \$207,000. This project is anticipated to be completed during the 2009 construction season.

E. Clarence St. – S. Burrell St. to S. Howell Ave. (SM495080058) File Number 080809: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$129,000). The total estimated cost for this project including the requested amount is \$139,000. This project is anticipated to be completed during the 2009 construction season.

S. Delaware Ave. – E. Ohio Ave. to E. Holt Ave. (SM495070091) File Number 070266: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$107,000). The total estimated cost for this project including the requested amount is \$117,000. This project is anticipated to be completed during the 2009 construction season.

E. Oklahoma Ave. – S. Ellen St. to S. Mabbett Ave. (SM495070163) File Number 071166: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$215,000 Additional Funds). The total estimated cost for this project including the requested amount is \$518,000. This project is anticipated to be completed during the 2009 construction season.

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now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works is authorized and directed to proceed with said work; and, be it

Further Resolved, That the Department of Public Works is authorized to use the funding as specified in the above description of work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr
Nfr 14
06/19/09

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: June 19, 2009

FILE NUMBER: 090195

Original Fiscal Note **Substitute**

SUBJECT: Proposed Substitute "A" resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$5,272,000 for a total estimated cost of these projects being \$6,450,000.

B) SUBMITTED BY (name/title/dept./ext.): Mary Dziewiontkoski/Assessment Engineer/Public Works/X2460

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENTAL ACCOUNT (DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER SPECIFY

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER SEWERS	SM495		\$4,942,000		
Paving	TD065		\$ 40,000		
Sewers	SM493		\$ 25,000		
Paving			\$ 265,000		
TOTALS:			\$5,272,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT SEPARATELY.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION: *The total expenditure includes the cost of engineering, inspection, construction, and city forces.*

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: June 19, 2009

FILE NUMBER: 090195

Original Fiscal Note Substitute

SUBJECT: Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$5,007,000 for a total estimated cost of these projects being \$6,085,000.

B) SUBMITTED BY (name/title/dept./ext.): Mary Dziewiontkoski/Assessment Engineer/Public Works/X2460

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENTAL ACCOUNT (DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER SPECIFY

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER SEWERS	SM495		\$4,942,000		
Paving	TD065		\$ 40,000		
Sewers	SM493		\$ 25,000		
Sewer					
TOTALS:			\$5,007,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION: *The total expenditure includes the cost of engineering, inspection, construction, and city forces.*

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

June 5, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for approving construction of nonassessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of June 24, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
Nfr 14



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 090196

File ID: 090196

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

Requester: DPW-INFRASTRUCTURE SERVICES
DIVISION

Cost:

File Created: 06/16/2009

File Name:

Final Action:

Title: Substitute resolution approving construction of projects to be funded by the American Reinvestment and Recovery Act (ARRA) as nonassessable public improvements at various locations and appropriating funds for these purposes. with the City share of these projects for non participating items is estimated to be \$305,300.00 and the grantor share estimated to be \$6,357,000.00 for a total estimated cost of \$6,662,300.00.

Notes:

Code Sections:

Agenda Date:

Indexes: AMERICAN RECOVERY AND REINVESTMENT
ACT, PUBLIC IMPROVEMENTS

Agenda Number:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal Note ,Hearing Notice List

Enactment Number:

Drafter: mld

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text:		This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE				
0	PUBLIC WORKS COMMITTEE	06/19/2009	HEARING NOTICES SENT		06/24/2009		
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090196

..Number
090196
..Version
SUBSTITUTE 1
..Sponsor
THE CHAIR

..Title

Substitute resolution approving construction of projects to be funded by the American Reinvestment and Recovery Act (ARRA) as nonassessable public improvements at various locations and appropriating funds for these purposes. with the City share of these projects for non participating items is estimated to be \$305,300.00 and the grantor share estimated to be \$6,357,000.00 for a total estimated cost of \$6,662,300.00.

..Analysis

The resolution directs the installation and construction of said public improvements. The City share of these projects for non participating items is estimated to be \$305,300.00 and the grantor share estimated to be \$6,357,000.00 for a total estimated cost of \$6,662,300.00.

..Body

Whereas funding for construction of these projects was originally requested and approved by the Wisconsin Department of Transportation (WISDOT) under the local State Transportation Program at 80% State, 20% city cost; and

Whereas, monies became available under Phase 1 of the American Reinvestment and Recovery Act (ARRA) for local paving projects with 100% funding; and

Whereas, Resolution 081603 authorized the Commissioner of Public Works to execute agreements with the WISDOT for projects funded by the ARRA of 2009; and

Whereas, the City applied for W. Lisbon Ave., W. Oklahoma Ave., and W. State St., as they were eligible for construction funding under Phase 1 of the ARRA; and

Whereas, W. Lisbon Av., W. Oklahoma Av., and W. State St. were given priority status by the Southeast Wisconsin Regional Planning Commission for funding under Phase 1 of the ARRA; and

Whereas Phase 1 of the ARRA required an expedited submittal of June 1, 2009 for final documents and construction to be initiated in 2009; and

Whereas, to meet the eligibility requirements of ARRA, these projects are to be let to contract by the WISDOT in July 2009 and construction is to be completed by December 2010; and

Whereas, some items proposed for construction, including service drives along West Oklahoma Avenue and utility adjustments for sewer and water, are non participating items to be included with the projects, and

Whereas, The Common Council of the City of Milwaukee adopted preliminary resolutions, determining it necessary and in the public interest to construct the following improvements:

4th Aldermanic District

W. State St. - N. 17th St. to N. 27th St. (ST320042701) (2984-36-01) File Number 040400: Concrete pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, sodding, and grading.

Grantor Paving Non-Reimbursable Fund -- \$ 1,650,000

City Share Non-Assessable Paving Fund -- \$ 65,000

These funds are to be transferred to the construction account (ST520042710) (2984-36-71).

Previously authorized for street construction: \$0.00

Current estimated cost of the total project including this resolution: \$2,063,709.00

Original estimated cost of the total project (Resolution #040400): \$1,703,590.00

This project is anticipated to be constructed during the 2009-2010 construction season.

11th Aldermanic District

W. Oklahoma Ave. - S. 60th St. to S. 72nd St. (Including service drives) (ST320061201) (2400-09-00) File Number 060158: Concrete pavement reconstruction, replace all curb and gutter, asphalt surface on service drives, replace sidewalk and driveway approaches where necessary, sodding, and grading.

Grantor Paving Non-Reimbursable Fund -- \$ 2,035,000

City Share Non-Assessable Paving Fund -- \$ 213,000

These funds are to be transferred to the construction account (ST520061210) (2400-09-70).

Previously authorized for street construction: \$0.00

Current estimated cost of the total project including this resolution: \$3,420,000.00

Original estimated cost of the total project (Resolution #060158): \$3,420,000.00

This project is anticipated to be completed during the 2009-2010 construction season.

15th District

W. Lisbon Ave. - N. 31st St. (The Soo Line Rail Road Right of Way) to N. Sherman Blvd. (ST320042301) (2590-03-00) File Number 040400: Concrete pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, sodding, grading, and tree removal where necessary.

Grantor Paving Non-Reimbursable Fund -- \$ 2,672,000

City Share Non-Assessable Paving Fund -- \$ 27,300

These funds are to be transferred to the construction account (ST520042310) (2590-03-70).

Previously authorized for street construction: \$0.00

Current estimated cost of the total project including this resolution: \$3,171,102.00

Original estimated cost of the total project (Resolution #040400): \$1,533,935.00

This project is anticipated to be completed during the 2009-2010 construction season.

Now, therefore, be it

Resolved, That the City Engineer is authorized and directed to approve and make periodic payments to the State of Wisconsin, Department of Transportation after receipt of invoices from said State for the city's share of the costs for said projects: W. State St. (ST520042710), W. Oklahoma Ave. (ST520061210), and W. Lisbon Ave. (ST520042310); and, be it

Further Resolved, that the City will pay to the State, all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing and the City will concur with contract modifications to contracts awarded by the State over \$25,000; and, be it

Further Resolved, That upon the completion of projects: W. State St. (ST520042710), W. Oklahoma Ave. (ST520061210), and W. Lisbon Ave. (ST520042310) and a determination of the actual costs, it is understood that if the City of Milwaukee's share is less than the amount previously paid, the difference will be refunded to said City; and, be it

Further Resolved, That the Department of Public Works is authorized to use the funding as specified in

the above description of work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to transfer such funds which are available to the appropriated capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr
ARRA 14
06/19/09

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: June 19, 2009

FILE NUMBER: 090196

Original Fiscal Note **Substitute**

SUBJECT: Resolution approving construction of projects to be funded by the American Reinvestment and Recovery Act (ARRA) as nonassessable public improvements at various locations and appropriating funds for these purposes. with the City share of these projects estimated to be \$305,300.00 and the grantor share estimated to be \$6,357,000.00 for a total estimated cost of \$6,662,300.00.

B) SUBMITTED BY (name/title/dept./ext.): Mary Dzewiontkoski/Assessment Engineer/Public Works/X2460

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENTAL ACCOUNT (DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
<i>Capital paving</i>	Grantor Paving Non-Reimbursable		\$6,357,000	\$6,357,000	
	City Share Non-Assessable Paving Fund	ST320090000 Fund (0333)	\$ 305,300		
TOTALS:			\$6,662,300	\$6,357,000	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT SEPARATELY.

x 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditure = \$6,662,300
x 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Revenue = \$6,357,000
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION: *The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of this project is \$6,662,300.*

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

**Capital Grant Resolution Certification from the
Comptroller's Office**

The Comptroller's Office has reviewed Common Council Resolution File No. 090196 for ARRA projects – State St from N 17th to N 27th, Oklahoma Ave from S 60th to S 72nd St, and Lisbon from N 31st to N Sherman Blvd (City Share \$305,300.00 Grantor Share \$6,357,000.00) and approved the resolution as to:

- Sufficiency of funds
- Funding sources (per estimated **grant funding agreement**)
- Sufficiency of reporting for purposes of internal auditing

The following deficiencies were noted:

The resolution should be corrected and returned to the Comptroller's Office for review.

Signature: C. Wisniewski

Date: 6/9/09

June 5, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for approving construction projects to be funded by the American Reinvestment and Recovery Act (ARRA) as nonassessable public improvements at various locations to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of June 24, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
ARRA 14



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090278

File ID: 090278

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution relating to installation of a mid-block pedestrian crossing on West St. Paul Avenue to provide access between the Milwaukee Intermodal Station and the parking lot on the north side of the street.

Notes:

Sponsors: Ald. Bauman

Enactment Date:

Attachments: Letter and e-mail regarding potential dangerous situation at 5th and St Paul Ave ,Photos of St. Paul Ave

Enactment Number:

Drafter: twm

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090278

..Number

090278

..Version

ORIGINAL

..Reference

..Sponsor

ALD. BAUMAN

..Title

Resolution relating to installation of a mid-block pedestrian crossing on West St. Paul Avenue to provide access between the Milwaukee Intermodal Station and the parking lot on the north side of the street.

..Requestor

..Drafter

LRB 09266-1
TWM/sd
6/17/2009

Richard A. Abdo

Chairman of the Board and CEO, Retired
Wisconsin Energy Corporation

June 1, 2009

Mr. Robert J. Bauman
4th District Alderman
Milwaukee City Hall, Rm. 205
200 East Wells Street
Milwaukee, WI 53202

Dear Alderman Bauman:

I am writing this letter to make you aware of a potentially dangerous situation at the new Amtrak station on 5th Street and St. Paul Avenue. This past Wednesday my wife and I were traveling to Chicago via Amtrak. It was raining so I pulled up to the front door to drop her and the baggage off and almost ran over some pedestrians in the north-south crosswalk that goes straight into the train station. After parking the car and walking into the train station, I noticed, while waiting for the train, that pedestrians in the same crosswalk were almost hit three other times in the short time we were waiting.

The problem arises because vehicles are parked parallel to St. Paul Avenue on both sides of the drive in front of the train station, and there are no signs identifying the crosswalk so you end up actually being in the crosswalk before you are able to see a pedestrian in the crosswalk. The situation was amplified on Wednesday because it was raining and the pedestrians with their baggage were in a hurry.

I would be happy to meet with you and show you what I mean if that would be helpful; but, a couple of signs that identify a crosswalk or pedestrian crossing that are high enough that they would be visible above the roofs of the parked cars might prevent a future pedestrian accident. If I can provide additional information, please do not hesitate to call on me.

Sincerely,



C: Walter J. Kunicki

Bauman, Robert

From: Keller, Barbara J - Milwaukee, WI [barbara.j.keller@usps.gov]
Sent: Wednesday, June 17, 2009 10:41 AM
To: Bauman, Robert
Subject: Speeders on St. Paul Ave don't yield

Alderman Baumann,

I spoke with someone at your office this morning about the dangerous conditions for pedestrians at the intersection of 4th Street and St. Paul Ave., near the Main Post Office. She kindly transferred me to a City Engineer, and I also spoke with Dave Schlabowske, Bicycle and Pedestrian Coordinator. To follow up, I would like to request a police presence to monitor speeders and drivers who do not yield to pedestrians.

There is more than one issue that makes it very dangerous to cross the street.

After the completion of road construction last year, our crosswalk was not repainted. We have signs on the sides of the street, but drivers ignore them. Some drivers actually speed up and blow their horns when pedestrians try to walk. It is very evident drivers in this area have no regard for pedestrians, and that they need to be made aware that their cars do not always have the right of way. Dave Schlabowske checked and found that a city engineer forgot to include repainting our crosswalk into last year's contract for the road construction in this area. We are on a list to have our crosswalk painted sometime this year. Unfortunately, the attitudes of drivers most likely won't change even with a painted crosswalk, and since no one enforces the law, drivers have no reason to slow down unless they hit someone.

The second issue is speeding. Drivers speed on a regular basis going both Eastbound and Westbound on St. Paul Ave. Yet the only time we see a police car is after an accident has occurred. Drivers go up to 50 mph on a regular basis, and have no regard for pedestrians. It is hazardous not only to my fellow coworkers, but also to residents who are often elderly or handicapped. For this reason, I would like you to request a police presence in this area to ticket speeders as well as drivers who do not yield to pedestrians. Even if they can be here for only a few days, they might be able to ticket some of those who are daily offenders.

In closing, I would like to add that I am not only an employee who works in this city. I have been a resident of Milwaukee since 1984. I am a property owner, and I have chosen to live and work in the city. It is very disheartening to know that something as basic as this has been ignored for such a long even though so many of my fellow employees have contacted the city repeatedly. I personally have had some very close calls with speeding motorists, and I have been very shaken by the experiences. This morning, again, a speeding car that was at least 1 ½ blocks away when I began to cross actually sped up and came within inches of me. I feel as if my life is not valued by those who are supposed to represent me in this city. If this is the case, please know that I am a single mother who is very much valued by my son, and I would be sorely missed if my life were taken or if I became handicapped simply because I was trying to cross the street to go to work. My heart is still racing 2 ½ hours after this last close call. Every day someone else has the same experience, at the intersection of 4th Street and St. Paul Avenue. Please request a police presence.

I appreciate your attention.

6/17/2009

Barbara Keller

Small Business Specialist

United States Postal Service

414-287-2547

fax 414-287-2599









City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090273

File ID: 090273

Type: Communication

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Communication from the Department of Public Works relating to the construction of South 2nd Street between West National Avenue to Menomonee River.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments:

Enactment Number:

Drafter: tjm

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Communication-Report was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090273

..Number

090273

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Communication from the Department of Public Works relating to the construction of South 2nd Street between West National Avenue to Menomonee River.

..Requestor

..Drafter

CC
tjm
6/16/09



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090078

File ID: 090078

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 05/05/2009

File Name:

Final Action:

Title: Resolution approving the execution of a second amendment to a lease agreement with Milwaukee World Festival, Inc.

Notes:

Sponsors: Ald. Murphy

Enactment Date:

Attachments: Cover Letter

Enactment Number:

Drafter: tog

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	05/05/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090078

..Number

090078

..Version

Original

..Reference

..Sponsor

ALD. MURPHY

..Title

Resolution approving the execution of a second amendment to a lease agreement with Milwaukee World Festival, Inc.

..Drafter

City Atty.

TOG

5/5/09



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090078

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
LINDA ULISS BURKE
VINGENT D. MOSCHELLA
Deputy City Attorneys



THOMAS O. GARTNER
BRUCE D. SCHRIMPF
SUSAN D. BICKERT
STUART S. MUKAMAL
THOMAS J. BEAMISH
MAURITA F. HOUREN
JOHN J. HEINEN
DAVID J. STANOSZ
SUSAN E. LAPPEN
JAN A. SMOKOWICZ
PATRICIA A. FRICKER
HEIDI WICK SPOERL
KURT A. BEHLING
GREGG C. HAGOPIAN
ELLEN H. TANGEN
MELANIE R. SWANK
JAY A. UNORA
DONALD L. SCHRIEFER
EDWARD M. EHRLICH
LEONARD A. TOKUS
MIRIAM R. HORWITZ
MARYNELL REGAN
G. O'SULLIVAN-CROWLEY
KATHRYN Z. BLOCK
MEGAN T. CRUMP
ELOISA DE LEÓN
ADAM B. STEPHENS
KEVIN P. SULLIVAN
BETH CONRADSON CLEARY
THOMAS D. MILLER
HEIDI E. GALVÁN
JARELY M. RUIZ
ROBIN A. PEDERSON
DANIELLE M. BERGNER
Assistant City Attorneys

May 4, 2009

Ronald D. Leonhardt, City Clerk
City Hall, Room 205
200 East Wells Street
Milwaukee, WI 53202

Re: Title-only Resolution – 2nd Amendment to Lease Agreement
Milwaukee World Festival, Inc.

Dear Mr. Leonhardt:

On Friday May 1, 2009, I spoke with Alderman Michael Murphy relative to introduction of a title-only file approving and authorizing the execution of a 2nd Amendment to the Milwaukee World Festival, Inc. Lease. Our office is working together with a negotiating team from the City of Milwaukee Board of Harbor Commissioners to finalize a 2nd Amendment and would like to proceed at this point with introduction of a file to allow Common Council approval.

Please introduce a resolution by title only entitled "Resolution Approving and Authorizing the Execution of A 2nd Amendment to Lease Agreement – Milwaukee World Festival, Inc."

Alderman Murphy has agreed to act as a sponsor for this file and we anticipate that there may be other members of the Council who also wish to be listed as sponsors at such time as we prepare the actual text of the Resolution.

Thank you for your cooperation with respect to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas O. Gartner". The signature is fluid and cursive, written over a horizontal line.

THOMAS O. GARTNER
Assistant City Attorney

c via e-mail: Alderman Michael Murphy
Alderman Robert Bauman
Eric Reinelt
Ron Sanfelippo
Craig Mastantuono
Claude Krawczyk
Tim Hoelter
Danielle Bergner
James Owczarski
Debra Fowler

1122-2006-3359:145586



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090163

File ID: 090163

Type: Ordinance

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 05/27/2009

File Name:

Final Action:

Title: A substitute ordinance establishing the port of Milwaukee fund.

Notes:

Sponsors: Ald. Bauman

Enactment Date:

Attachments:

Enactment Number:

Drafter: jdo

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	05/27/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text:		This Ordinance was ASSIGNED TO to the PUBLIC WORKS COMMITTEE				
1	CITY CLERK	06/17/2009	DRAFT SUBMITTED				
	Action Text:		This Ordinance was DRAFT SUBMITTED				
1	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090163

..Number

090163

..Version

SUBSTITUTE 1

..Reference

..Sponsor

ALD. BAUMAN

..Title

A substitute ordinance establishing the port of Milwaukee fund.

..Sections

118-99 cr

..Analysis

This ordinance establishes a port of Milwaukee fund. All revenues derived from operation of the port will be deposited in the fund. All port expenditures, including administration, operations, maintenance and capital improvements, will be funded by the fund. At the end of each year, any excess funds in the fund will be deposited into the city's general fund.

..Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 118-99 of the code is created to read:

118-99. Port of Milwaukee Fund. 1. PURPOSE. The purpose of this section is to creation a mechanism to fund the operations, maintenance and improvement of the port of Milwaukee entirely with revenue derived from port operations, so that the general taxpayers of the city will be relieved of any burden to do so under the general tax levy.

2. SPECIAL REVENUE FUND. All revenue derived by the city from operations of the port of Milwaukee shall be entered in the revenue accounts of a special revenue fund for the port. Expenditures by or for the port, whether for operating or for capital purposes, shall be accounted for in this fund.

3. PORT OF MILWAUKEE REVENUE. Revenue to be entered in the port of Milwaukee fund shall be as follows:

- a. Revenue from the leasing of land and buildings under the control of the port, except rent from the leasing of Henry W. Maier festival park.
- b. Revenue from wharfage charges.
- c. Revenue from dockage charges.
- d. Revenue derived from facility through-put charges.
- e. Revenue derived from mooring charges.
- f. Revenue from charges for use of the port's sewer and water systems.
- g. Revenue from the rental of cranes and other equipment.
- h. Revenue from billable labor charges.
- i. Revenue from grants awarded to the port.
- j. Other revenue attributable to the port of Milwaukee.

4. PORT OF MILWAUKEE EXPENDITURES. Port of Milwaukee fund revenues shall be used to defray administrative, operational and maintenance costs related to the port, including but not limited to:

- a. Salary, wages and fringe benefits for all port employes.
- b. Other costs relating to the port's marketing and engineering programs.
- c. Equipment purchases.
- d. Contracts for the maintenance of port facilities.
- e. Costs, including debt service, for any capital improvement projects undertaken by the port.
- f. Provision of a contingent fund for such sum as shall be deemed necessary for emergency and other purposes that may arise during the year requiring the expenditure of money in addition to the sums provided for the several purposes and for purposes relating to port operations for which no express

provision is made in the annual city budget. Contingent funds may only be expended upon common council action.

5. PAYMENT OF SURPLUS FUNDS TO THE GENERAL FUND. Excess fund revenues, expressed as revenues derived from any of the items listed in sub. 3 minus expenditures for administration, operation and maintenance of the port identified in sub. 4, shall be deposited into the city's general fund at the end of each year.

6. SAVING CLAUSE. It is the intent of the common council that the provisions of this section relating to various sources of port of Milwaukee revenue and the application of such revenue to port expenditures are separable. If any provision of this section is held unconstitutional or invalid by a court of competent jurisdiction, the decision shall not affect the validity of any other provisions or part of the section which other provisions and parts shall remain in full force and effect.

..LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date:_____

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date:_____

..Requestor

..Drafter

LRB09234-2

JDO

06/17/2009

CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** June, 19, 2009

FILE NUMBER: 090163

Original Fiscal Note Substitute

SUBJECT: Ordinance Establishing the Port of Milwaukee Fund.

B) **SUBMITTED BY (Name/title/dept./ext.):** John Egan, Director of Accounts, Office of the Comptroller, 2303

C) **CHECK ONE:** ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:** DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
Debt Service Fund	Transfer to Debt Service for the Port Fund			\$ 666,000	
General Fund (TSF)	Closeout of surplus funds from Port			(666,000)	
TOTALS				\$ 0	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**
 Currently, the Port of Milwaukee's surplus revenues close to the Tax Stabilization Fund (TSF). This resolution would result in a transfer from the Port of Milwaukee to the Debt Service Fund equal to the Port's annual debt service payment reducing the amount from the Port closed at year-end to the TSF.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081293

File ID: 081293

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 01/16/2009

File Name:

Final Action:

Title: Substitute resolution to vacate the southernmost 72 feet of alley in the block bounded by North 1st Street, East Garfield Avenue, East North Avenue and North Palmer Street, in the 6th Aldermanic District.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Fiscal Note.doc ,Exhibit A.pdf

Enactment Number:

Drafter: ajf

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
0	COMMON COUNCIL	01/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE				
	Action Text:	This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	01/20/2009	REFERRED TO	DEPARTMENT OF PUBLIC WORKS	02/20/2009			
	Action Text:	This Resolution was REFERRED TO to the DEPARTMENT OF PUBLIC WORKS due back on 2/20/2009						
1	CITY CLERK	06/19/2009	DRAFT SUBMITTED					
	Action Text:	This Resolution was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	06/24/2009						

Text of Legislative File 081293

..Number

081293

..Version

SUBSTITUTE 1

..Reference

..Sponsor

THE CHAIR

..Title

Substitute resolution to vacate the southernmost 72 feet of alley in the block bounded by North 1st Street, East Garfield Avenue, East North Avenue and North Palmer Street, in the 6th Aldermanic District.

..Analysis

This substitute resolution vacates the above portion of alley in accordance with vacation proceedings under power granted to the City of Milwaukee by Section 62.73, Wisconsin Statutes, and Section 308-28, Milwaukee Code of Ordinances. This vacation was requested by St. Marcus Evangelical Church for the consolidation of lands on the east and west sides of the alley.

..Body

Whereas, It is proposed that the southernmost 72 feet of alley in the block bounded by North 1st Street, East Garfield Avenue, East North Avenue and North Palmer Street be vacated pursuant to the provisions of Section 62.73, Wisconsin Statutes; and

Whereas, The Department of Public Works has been authorized and directed to prepare a coordinated report estimating all costs and benefit assessments that will be incurred with said vacation; and

Whereas, That as provided by Section 62.73, Wisconsin Statutes, a lis pendens must be filed with the Milwaukee County Register of Deeds; and

Whereas, Said vacation has been reviewed in accordance with Section 308-28, Milwaukee Code of Ordinances; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that said portion of alley as indicated by Exhibit A and bound and described by:

That part of the north-south 20-foot wide alley in Block 3 of Sherman's Addition, a recorded subdivision, in the Northeast 1/4 of Section 20, Township 7 North, Range 22 East, described as follows: Commencing at the northwest corner of Lot 9 in said Block 3; thence Westerly, to the northeast corner of Lot 10 in said Block 3; thence Southerly, along the west line of said alley, to a point in the north line of the south 28.2 feet of Lot 11 in said Block 3; thence Easterly, along the easterly extension of said north line, to a point in the east line of said alley; thence Northerly, along said east line, to the point of commencement, is vacated; and, be it

Further Resolved, That a notice of pendency of said vacation has been recorded at the Milwaukee County Register of Deeds and the Commissioner of the Department of City Development may request a release of the lis pendens without Common Council action if said vacation is not approved; and, be it

Further Resolved, That the Commissioner of Public Works and/or the City Engineer are authorized to implement the actions listed in the coordinated report relating to said vacation and when a money deposit is required, it must be deposited prior to implementing said actions; and, be it

Further Resolved, That as provided by Section 62.73, Wisconsin Statutes, said vacation shall not terminate the easements and rights incidental thereto acquired by or belonging to any county, town, village or city, or to any utility or person in any underground structures, improvements or services, as enumerated or otherwise existing in said description of land above described, both easements and rights and all rights of entrance, maintenance, construction and repair with reference thereto shall continue as if said portion of alley had not been vacated.

..Drafter

DCD:AJF:ajf

06/18/09

June 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 081293 vacates the southernmost 72 feet of alley in the block bounded by North 1st Street, East Garfield Street, East North Avenue, and North Palmer Street, in the 6th Aldermanic District. This vacation was requested by St. Marcus Evangelical Church for the consolidation of lands on the east and west sides of the alley.

The Department of Public Works Coordinated Report contains no stated objections to the proposed vacation, and DPW will not incur any additional fees as a result of this vacation.

Since the proposed vacation is not in conflict with City plans, the City Plan Commission at its regular meeting on June 22, 2009, recommended approval of the file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Milele Coggs

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 01/16/09

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution to vacate the southernmost 72 feet of alley in the block bounded by North 1st Street, East Garfield Avenue, East North Avenue and North Palmer Street, in the 6th Aldermanic District.

B) SUBMITTED BY (Name/title/dept./ext.): Rocky Marcoux, Commissioner, DCD

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

N.E. 1/4 SEC. 20, T.7N., R.22E.

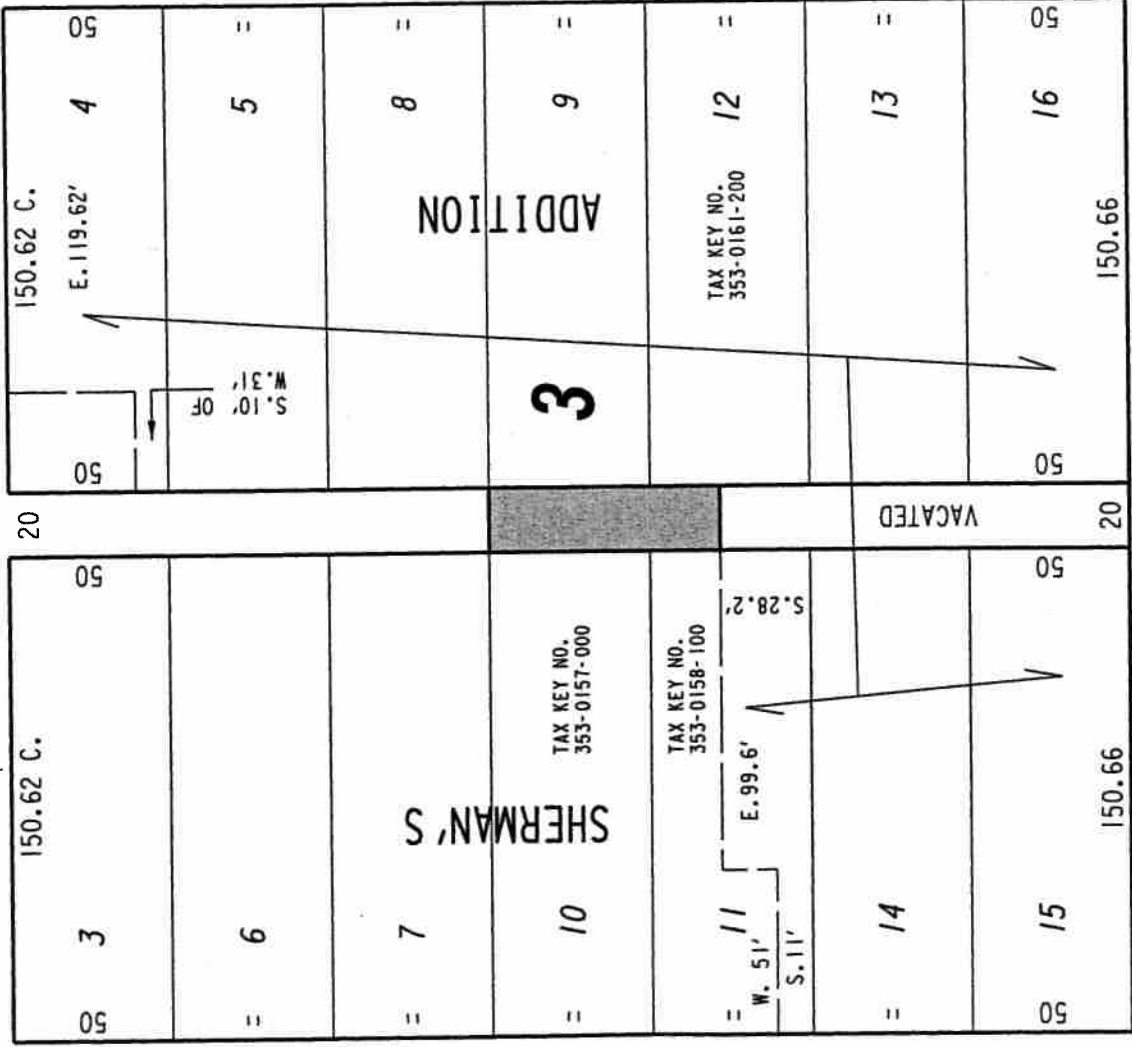
353

(R.O.W. VARIES)

E. North

Ave.

SEC. LINE



N. 1st

St.

SHERMAN'S

ADDITION

N. Palmer

E. Garfield

Ave.

PORTION OF PUBLIC ALLEY PROPOSED TO BE VACATED

EXHIBIT "A"
FILE NO. 081293
INFRASTRUCTURE SERVICES DIVISION

MILWAUKEE, WISCONSIN
ASSIGNED TO: W.E. FUCHS
DRAWN BY: W.E.F.
PROJECT/GRANT NO.: WK52337274
APPROVED BY:
CH'K'D. BY: W.E. FUCHS
DATE: FEB. 23, 2009
SCALE: 1" = 60'

maria Lindholm
CENTRAL DRAFTING & RECORDS MANAGER

Jeffrey Polenske
CITY ENGINEER



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090215

File ID: 090215

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution authorizing the jurisdictional transfer of the City-owned vacant lots at 3620(R) North Holton Street and 2911-15 North Teutonia Avenue from the Department of City Development to the Milwaukee Fire Department, in the 6th Aldermanic District.

Notes: cpc

Sponsors: THE CHAIR

Enactment Date:

Attachments: Fiscal Note.doc ,Map.doc

Enactment Number:

Drafter: mfh

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/17/2009	REFERRED TO	CITY PLAN COMMISSION	07/17/2009		
	Action Text: This Resolution was REFERRED TO to the CITY PLAN COMMISSION due back on 7/17/2009						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090215

..Number

090215

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution authorizing the jurisdictional transfer of the City-owned vacant lots at 3620(R) North Holton Street and 2911-15 North Teutonia Avenue from the Department of City Development to the Milwaukee

Fire Department, in the 6th Aldermanic District.

..Analysis

This resolution authorizes transfer of jurisdiction of City-owned properties from DCD to the Milwaukee Fire Department.

..Body

Whereas, The Milwaukee Fire Department ("MFD") has offered to assume maintenance responsibility for the subject tax-deed vacant lots adjoining two engine companies; and

Whereas, Engine Company No. 18 at 3628 North Holton Street is adjacent to the land-locked parcel at 3620(R) North Holton Street; and

Whereas, Engine Company No. 30 at 2903 North Teutonia Avenue is adjacent to 2911-15 North Teutonia Avenue; and

Whereas, The lots have limited development potential due to their small size, irregular shape and location; and

Whereas, MFD has agreed to secure and maintain these lots and to use them for the adjoining engine companies; and

Whereas, The City Plan Commission has reviewed and approved said use of the subject lots by MFD; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that jurisdiction for the lots at 3620(R) North Holton Street and 2911-15 North Teutonia Avenue is transferred to MFD; and, be it

Further Resolved, That the Assessment Commissioner is directed to combine the respective lots into single tax-key parcels for each engine company.

..Drafter

DCD/Real Estate

MFH:mfh

06/16/09/A

June 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090215 authorizes the jurisdictional transfer of the City-owned vacant lots at 3620(R) North Holton Street and 2911-15 North Teutonia Avenue from the Department of City Development to the Milwaukee Fire Department, in the 6th Aldermanic District.

Since the Department of City Development has no need for this property, the City Plan Commission at its regular meeting on July 13, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Real Estate

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 06/16/09

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution authorizing the jurisdictional transfer of the City-owned vacant lots at 3620(R) North Holton Street and 2911-15 North Teutonia Avenue from the Department of City Development to the Milwaukee Fire Department, in the 6th Aldermanic District.

B) SUBMITTED BY (Name/title/dept./ext.): Rocky Marcoux, Commissioner

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

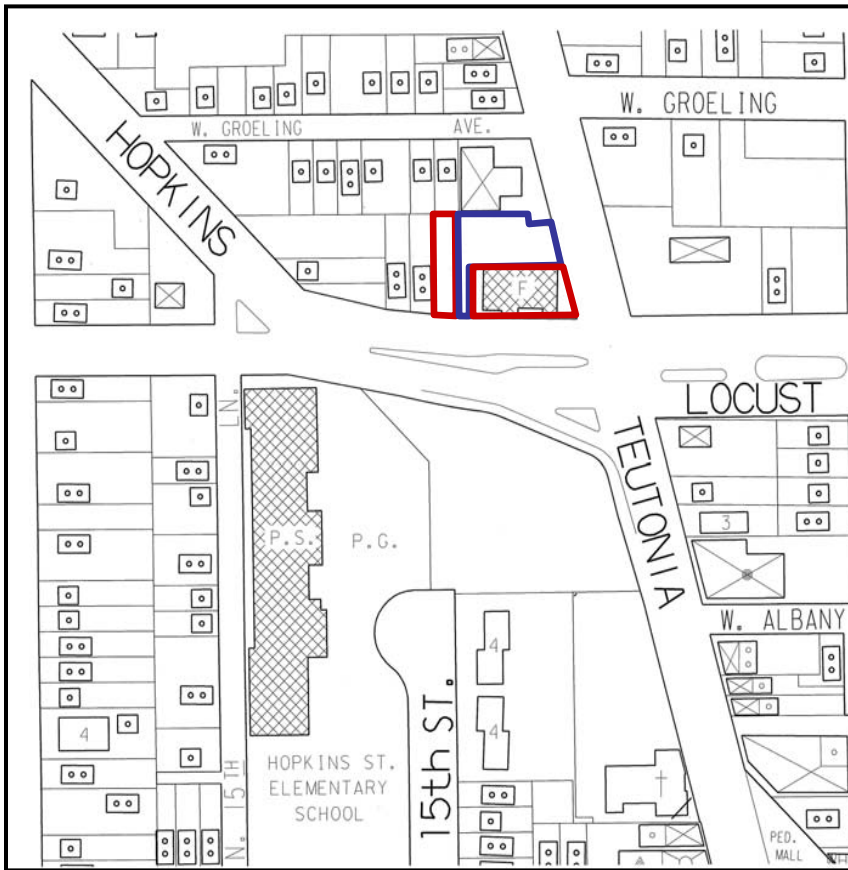
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

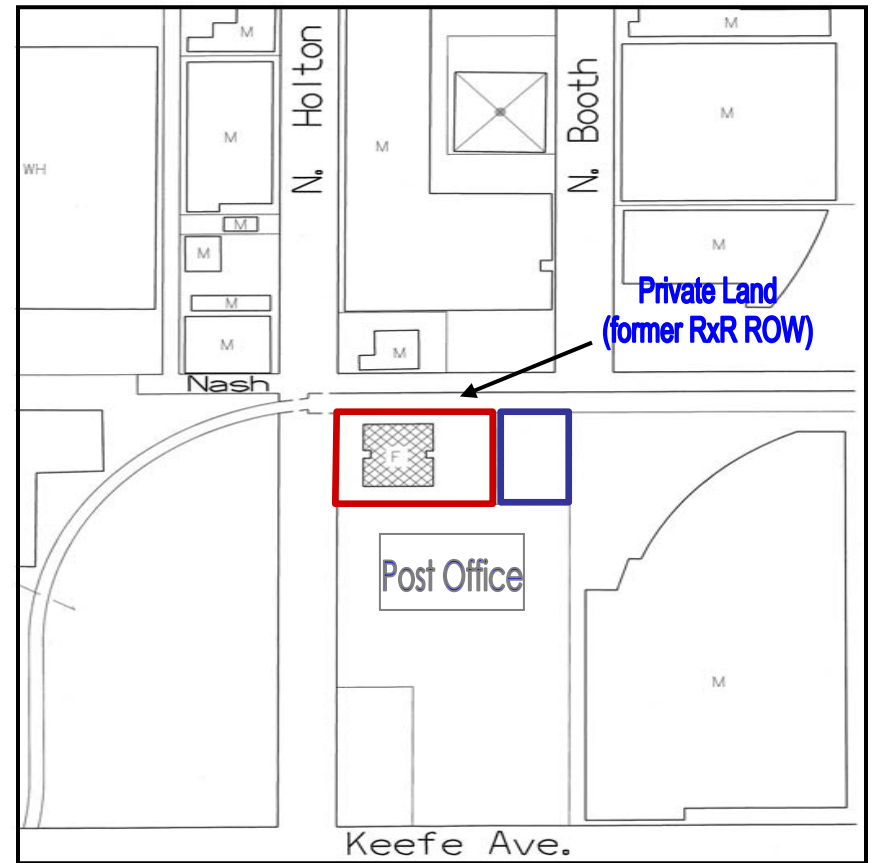
H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

JURISDICTIONAL TRANSFER City Tax-Deed Lots to Milwaukee Fire Department



Engine Company No. 30 – 2903 North Teutonia Avenue



Engine Company No. 18 – 3628 North Holton Street

 MFD Engine Companies  DCD Lots



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 090256

File ID: 090256

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

Requester: COMMON COUNCIL

Cost:

File Created: 06/16/2009

File Name:

Final Action:

Title: Substitute resolution expressing the City of Milwaukee's position on the proposed reconstruction of the Zoo Interchange.

Notes:

Code Sections:

Indexes: EXPRESSWAY, STREET IMPROVEMENTS

Sponsors: Ald. Murphy and Ald. Bauman

Attachments: Hearing Notice List ,Fiscal note

Drafter: jdo

Contact:

Agenda Date:

Agenda Number:

Enactment Date:

Enactment Number:

Effective Date:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text:		This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE				
0	PUBLIC WORKS COMMITTEE	06/19/2009	HEARING NOTICES SENT		06/24/2009		
0	PUBLIC WORKS COMMITTEE	06/19/2009	HEARING NOTICES SENT		06/24/2009		
1	CITY CLERK	06/22/2009	DRAFT SUBMITTED				
	Action Text:	This Resolution was DRAFT SUBMITTED					
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090256

..Number

..Version

SUBSTITUTE 1

..Reference

..Sponsor

ALD. MURPHY, BAUMAN AND KOVAC

..Title

Substitute resolution expressing the City of Milwaukee's position on the proposed reconstruction of the Zoo Interchange.

..Analysis

With this resolution, the City of Milwaukee takes the following position relating to the proposed reconstruction of the Zoo Interchange:

1. The preferred alternative is to rebuild the interchange with 6 lanes and safety improvements.
2. The money saved by reconstructing the Interchange with 6 lanes, rather than proceeding with the option that expands it to 8 lanes, should be appropriated to local governments for the maintenance and reconstruction of existing local roads and bridges.
3. Any reconstruction of the Zoo Interchange should make provisions for a transit right-of-way that extends from the former West Allis Air Line railroad right-of-way on the southern edge of the Interchange northward toward the Milwaukee County Grounds to preserve the option of installing mass transit service from downtown Milwaukee to the County Grounds at a future time.
4. As a traffic mitigation measure, commuter rail service should be operated along the Canadian Pacific mainline between Milwaukee and Watertown throughout the duration of the construction phase of the Zoo Interchange project.

..Body

Whereas, The Wisconsin Department of Transportation has released a draft environmental impact statement for the proposed reconstruction of the Zoo Interchange (the junction of Interstates 94 and 894 and U.S. Highway 45) that describes 4 alternatives for the project with the following costs:

1. Do nothing	\$0
2. Rebuild interchange in its current configuration	\$960 million
3. Rebuild the interchange with 6 lanes and safety improvements	\$2.16 billion
4. Rebuild the interchange with 8 lanes and safety improvements	\$2.31 billion

; and

Whereas, An expansion of the Zoo Interchange to 8 lanes will encourage motor vehicle use and dependence, thereby increasing air pollution and reliance on foreign oil supplies, and leaving the Milwaukee-area economy and residents of the region at the mercy of gasoline price fluctuations; and

Whereas, The Zoo Interchange reconstruction plans make no provisions for improved mass transit in or around the Interchange and ignore the public's growing preference for a balanced, multi-modal transportation system that gives travelers and shippers a variety of options for personal and business travel and cargo transport; and

Whereas, An audit of the City's residential street paving program by the City Comptroller found that over one-fifth of Milwaukee's residential streets are in poor condition and that the cost of bringing all residential streets up to fair or good condition could be as much as \$780 million over 25 years; and

Whereas, It is fundamentally unjust for the federal and state governments to saddle local property taxpayers with the burden of paying to maintain and reconstruct existing local streets and bridges while at the same time funding the expansion of Interstate highways; and

Whereas, The Common Council finds that the costs to the City of Milwaukee, its residents and taxpayers

of reconstructing and expanding the Zoo Interchange to 8 lanes far outweigh the benefits of the additional lanes; and

Whereas, The Common Council further finds that the \$150 million that may be spent to expand the Zoo Interchange from 6 lanes to 8 lanes could be more wisely used to provide additional aid to local governments for street and bridge maintenance, thereby preserving and improving the region's existing infrastructure; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City of Milwaukee takes the following position with respect to the proposed reconstruction of the Zoo Interchange:

1. The preferred alternative for reconstruction of the Interchange is option 3, which makes various necessary safety improvements but does not increase the number of lanes in the Interchange.
2. The money saved by reconstructing the Interchange as outlined in option 3, rather than proceeding with option 4, should be appropriated to local governments for the maintenance and reconstruction of existing local roads and bridges.
3. Any reconstruction of the Zoo Interchange should make provisions for a transit right-of-way that extends from the former West Allis Air Line railroad right-of-way on the southern edge of the Interchange northward toward the Milwaukee County Grounds to preserve the option of installing rapid transit service from downtown Milwaukee to the County Grounds at a future time.
4. As a traffic mitigation measure, commuter rail service should be operated along the Canadian Pacific mainline between Milwaukee and Watertown, with intermediary stops at Wauwatosa, Elm Grove, Brookfield, Pewaukee, Hartland and Oconomowoc, throughout the duration of the construction phase of the Zoo Interchange project.

; and, be it

Further Resolved, That the City Clerk is directed to send copies of this resolution to Governor Doyle, the City of Milwaukee's representatives in the Wisconsin Legislature and Secretary of Transportation Busalacchi.

..Requestor

..Drafter
LRB09247-2
JDO
06/18/2009

CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** June 22, 2009

FILE NUMBER: 090256

Original Fiscal Note Substitute

SUBJECT: Substitute resolution expressing the City of Milwaukee's position on the proposed reconstruction of the Zoo Interchange.

B) **SUBMITTED BY (Name/title/dept./ext.):** Paul Vornholt/Dept. of Admin., Intergov. Relations/Ext. 5562

C) **CHECK ONE:** ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:** DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 090279

File ID: 090279

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

Requester: COMMON COUNCIL

Cost:

File Created: 06/16/2009

File Name:

Final Action:

Title: A substitute ordinance relating to purchase of city vehicles.

Notes:

Code Sections:

Indexes: AUTOMOBILES, PURCHASING PROCEDURES,
TRUCKS

Sponsors: Ald. Zielinski

Attachments: Hearing Notice List

Drafter: twm

Contact:

Agenda Date:

Agenda Number:

Enactment Date:

Enactment Number:

Effective Date:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text:		This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE				
0	PUBLIC WORKS COMMITTEE	06/19/2009	HEARING NOTICES SENT		06/24/2009		
0	PUBLIC WORKS COMMITTEE	06/19/2009	HEARING NOTICES SENT		06/24/2009		
0	PUBLIC WORKS COMMITTEE	06/19/2009	HEARING NOTICES SENT		06/24/2009		
1	CITY CLERK	06/19/2009	DRAFT SUBMITTED				
	Action Text:		This Resolution was DRAFT SUBMITTED				
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090279

..Number
090279
..Version
SUBSTITUTE 1

..Reference

..Sponsor

ALD. ZIELINSKI

..Title

A substitute ordinance relating to purchase of city vehicles.

..Sections

310-18.3 cr

..Analysis

This ordinance specifies that the city purchase only vehicles having at least 51% of parts manufactured in the United States. This directive shall only be waived upon request for a waiver and approval by the common council.

..Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 310-18.3 of the code is created to read:

310-18.3. Purchase of General Motors Vehicles.

1. DECLARATION OF POLICY. The United States federal government has a direct financial interest in several United States owned car companies, owning portions of the companies. There is also a lack of Americans purchasing cars made in the United States which is contributing to the collapse of the domestic auto industry and contributing to the decline in the health, safety and welfare of the nation. It is therefore a desirable goal of the city and the citizens of the United States to support the economic success of these companies.

2. GENERAL MOTORS VEHICLES. The city purchasing director and any other officer, agent, agency, committee, board or commission of the city are directed to purchase only vehicles having at least 51% of parts manufactured in the United States. This directive shall only be waived upon request for a waiver and approval by the common council.

..LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

..Requestor

..Drafter

MET

6/19/09

LRB09267-2



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090201

File ID: 090201

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution accepting six Water Easements.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal Note ,Water Easement 655
,Water Easement 928A and D ,Water Easement
928B ,Water Easement 938A ,Water Easement
938B ,Water Easement 938C

Enactment Number:

Drafter: pp

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090201

..Number

090201

..Version:

Original

..Reference

..Sponsor

The Chair

..Title

Resolution accepting six Water Easements.

..Analysis

This resolution accepts Water Easements WE655, WE928A&D, WE928B, WE938A, WE938B, and WE938C for the installation, operation, and maintenance of water mains.

..Body

Resolved, By the Common Council of the City of Milwaukee that the following water easements offered the City:

WE655 executed by the City of Milwaukee, a municipal corporation of the State of Wisconsin, and Trinity Court Inc., for a permanent water main easement in Lands East of N. 72nd St. and South of W. Brown Deer Rd., in the City of Milwaukee.

WE928A & D executed by the City of Milwaukee, a municipal corporation of the State of Wisconsin, and the Redevelopment Authority of the City of Milwaukee, for a permanent water main easement in the East side of Selig Dr. (Private) at S. 39th St. Extended from W. Wheelhouse Rd. to W. Canal St., in the City of Milwaukee.

WE928B executed by the City of Milwaukee, a municipal corporation of the State of Wisconsin, and Mulhaney Properties, LLC, for a permanent water main easement in the East side of Selig Dr. (Private) at S. 39th St. Extended from 295' North of W. Milwaukee Rd. to W. Milwaukee Rd., in the City of Milwaukee.

WE938A executed by the City of Milwaukee, a municipal corporation of the State of Wisconsin, and WDP Greenfield, LLC, for a permanent water main easement in C.S.M. No. 8037, Lot 1, at S. 103rd St. Extended and 525' S/O W. Ohio Ave., in the City of Greenfield.

WE938B executed by the City of Milwaukee, a municipal corporation of the State of Wisconsin, and WS Development, LLC, for a permanent water main easement in C.S.M. No. 8037, Lot 2 at S. 103rd St. Extended from 300' South of W. Ohio Ave. to 525' South of W. Ohio Ave., in the City of Greenfield.

WE938C executed by the City of Milwaukee, a municipal corporation of the State of Wisconsin, and Local Union No. 601, United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, for a permanent water main easement in C.S.M. No. 5977, Parcel 1, at S. 103rd St. Ext. from 220' South of W. Ohio Av. to 300' South of W. Ohio Av., in the City of Greenfield.

Said documents being attached to and part of this resolution, are accepted; and, be it

Further Resolved, That after said Easements have been accepted, they shall be forwarded to the Department of Public Works for recording and proper distribution.

..Requestor
Department of Public Works
Milwaukee Water Works
..Drafter
Water Engineering Section
PWP
June 3, 2009

June 3, 2009

To the Honorable, the Common Council

Re: Water Easements WE655, WE928A & D, WE928B, WE938A, WE938B, and
WE938C

Dear Council Members:

Submitted herewith are the above-designated Easements for your approval.

We have prepared the attached resolution accepting the Easements and recommend adoption.

Very truly yours,

Carrie M. Lewis, Superintendent
Milwaukee Water Works

Jeffrey J. Mantes
Commissioner of Public Works

CL
Attachments
cc: A-8-1 File

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: June 3, 2009

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution accepting Water Main Easements WE655, WE928A & D, WE928B, WE938A, WE938B, and WE938C.

B) SUBMITTED BY (name/title/dept./ext.): Carrie Lewis, Superintendent, Milwaukee Water Works, X2801

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENTAL ACCOUNT (DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER					
TOTALS:			\$		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

Water Easement
W.E. 655
Parcels B, C, and D

EASEMENT

In Lands
East of North 72nd Street
South of West Brown Deer Road

Recording Area

Name and Return Address
Milwaukee Water Works
Water Engineering Section
841 North Broadway, Room 403
Milwaukee, WI 53202

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Trinity Court Inc., owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, 12" and 8" water mains as shown on attached plan, file no. A-8-1.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in the Northwest One-quarter (NW. ¼) of Section Ten (10), Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Parcel B

Commencing at the Southwest corner of said NW ¼ of Section 10; thence South 89° 57' 28" East along the south line of said NW ¼ of Section 10, 1323.00 feet to the southeast corner of Certified Survey Map No. 1821, being a recorded map of a part of said NW ¼ of Section 10; thence North 00° 00' 11" East 1462.03 feet to a point in the south line of Whispering Hills, being a subdivision of a part of said NW ¼ of Section 10; thence South 89° 57' 55" East 25.00 feet to a point in the east line of North 72nd Street; thence North 00° 00' 11" East along the east line of North 72nd Street 25.00 feet to a point; then South 89° 59' 49" East 100.00 feet to a point; thence South 00° 00' 11" West 18.00 feet to a point; thence South 89° 59' 49" East 146.58 feet to the point of beginning of the land to be described; thence continuing South 89° 59' 49" East 20.00 feet to a point; thence South 00° 00' 11" West 132.00 feet to a point; thence North 89° 59' 49" West 20.00 feet to a point; thence North 00° 00' 11" East 132.00 feet to the point of beginning.

Water Easement
W.E. 655
Parcels B, C, and D

Parcel C

Commencing at the Southwest corner of said NW ¼ of Section 10; thence South 89° 57' 28" East along the south line of said NW ¼ of Section 10, 1323.00 feet to the southeast corner of Certified Survey Map No. 1821, being a recorded map of a part of said NW ¼ of Section 10; thence North 00° 00' 11" East 1462.03 feet to a point in the south line of Whispering Hills, being a subdivision of a part of said NW ¼ of Section 10; thence South 89° 57' 55" East 25.00 feet to a point in the east line of North 72nd Street; thence North 00° 00' 11" East along the east line of North 72nd Street 25.00 feet to a point; then South 89° 59' 49" East 100.00 feet to a point; thence South 00° 00' 11" West 18.00 feet to a point; thence South 89° 59' 49" East 217.68 feet to a point; thence North 67° 00' 00" East 53.00 feet to a point; thence South 89° 59' 49" East 102.32 feet to a point; thence South 00° 00' 11" West 55.00 feet to a point; thence South 89° 59' 49" East 8.00 feet to the point of beginning of the land to be described; thence continuing South 89° 59' 49" East 20.00 feet to a point; thence South 00° 00' 11" West 92.41 feet to a point; thence South 54° 34' 15" West 101.11 feet to a point; thence North 73° 36' 14" West 29.46 feet to a point; thence North 09° 34' 15" East 20.14 feet to a point; thence South 73° 36' 14" East 22.14 feet to a point; thence North 54° 34' 15" East 81.08 feet to a point; thence North 00° 00' 11" East 82.09 feet to the point of beginning.

Parcel D

Commencing at the Southwest corner of said NW ¼ of Section 10; thence South 89° 57' 28" East along the south line of said NW ¼ of Section 10, 1323.00 feet to the southeast corner of Certified Survey Map No. 1821, being a recorded map of a part of said NW ¼ of Section 10; thence North 00° 00' 11" East 1462.03 feet to a point in the south line of Whispering Hills, being a subdivision of a part of said NW ¼ of Section 10; thence South 89° 57' 55" East 25.00 feet to a point in the east line of North 72nd Street; thence North 00° 00' 11" East along the east line of North 72nd Street 25.00 feet to a point; then South 89° 59' 49" East 100.00 feet to a point; thence South 00° 00' 11" West 18.00 feet to a point; thence South 89° 59' 49" East 217.68 feet to a point; thence North 67° 00' 00" East 53.00 feet to a point; thence South 89° 59' 49" East 102.32 feet to a point; thence South 00° 00' 11" West 55.00 feet to a point; thence South 89° 59' 49" East 168.02 feet to a point; thence North 00° 00' 30" East 30.00 feet to a point; thence North 89° 59' 49" West 140.03 feet to a point; thence North 00° 00' 11" East 55.00 feet to the point of beginning of the land to be described; thence North 89° 59' 49" West 20.00 feet to a point; thence North 00° 00' 11" East 224.33 feet to a point; thence North 10° 59' 30" West 72.79 feet to a point; thence South 79° 00' 30" West 3.48 feet to a point; thence North 10° 59' 30" West 20.00 feet to a point; thence North 79° 00' 30" East 23.48 feet to a point; thence South 10° 59' 30" East 94.72 feet to a point; thence South 00° 00' 11" West 226.25 feet to the point of beginning.

Part of Tax Roll Key No.044-9970-100

Water Easement
W.E. 655
Parcels B, C, and D

UPON CONDITION.


1. *That said Facilities shall be maintained and kept in good order and condition by the City.*
2. *That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise.*
3. *That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.*
4. *That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.*
5. *That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid.*
6. *All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Service" dated 2002 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".*
7. *The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.*
8. *That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.*
9. *It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.*

Water Easement
W.E. 655
Parcels B, C, and D

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: January 20, 2009

Trinity Court Inc.
COMPANY NAME

by 
~~Resident Manager~~ Alan H. Runde
~~President~~ Chief Financial Officer

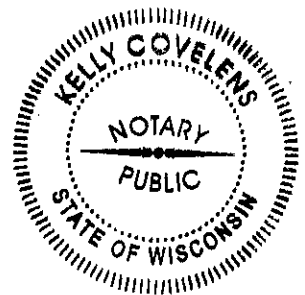
by _____
GRANTOR

STATE OF Wisconsin)
S.S.
COUNTY OF Milwaukee)

Before me personally appeared on this 20th day
of January, A.D. 20 09

~~Resident Manager~~ Alan H. Runde
~~President~~ Chief Financial Officer
GRANTOR

GRANTOR



to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

Kelly Covellens
NOTARY PUBLIC

My commission expires 08/22/2010

Water Easement
W.E. 655
Parcels B, C, and D

This instrument was drafted by the City of Milwaukee.

Approved as to contents

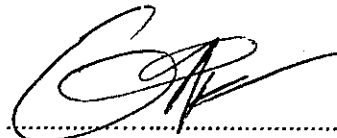
Date: 2/23/09

Approved as to form and execution

Date: 2/25/09



.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS



.....
ASSISTANT CITY ATTORNEY

Water Easement
W.E. 928A & D

EASEMENT

*E/S of Selig Drive (Private)
At South 39th Street Extended
From West Wheel House Road
To West Canal Street*

Recording Area

Name and Return Address
Milwaukee Water Works
Water Engineering Section
841 North Broadway, Room 403
Milwaukee, WI 53202

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and the Redevelopment Authority of the City of Milwaukee, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, a 12" water main as shown on attached plan, file no. WE928.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in the Northwest One-quarter (NW. ¼) of Section Thirty-six (36), Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Parcel A

Commencing at the northwest corner of Block 2, Lot 1 of Menomonee Valley Industrial Park, said point also being the southwest corner of the west termination of W. Wheelhouse Rd.; thence South 00°15'20" East, along the west line of said Lot 1, 305.02 feet to a point, said point being on the south line of said Lot 1; thence South 89° 51' 53" East, along said south line, 20.00 feet to a point; thence North 00° 15' 20" West, 305.02, feet to a point, said point being on the south line of W. Wheelhouse Rd.; thence North 89° 51' 53" West, along said south line, 20.00 feet to the point of beginning of the easement.

Part of Tax Roll Key No.423-0013

Parcel D

Commencing at the northwest corner of Parcel 1, C.S.M. No. 8034; thence South 00° 15' 20" East, along the west line of said Parcel 1, 583.68 feet to a point, said point being on the northeasterly line of W. Canal St.; thence South 57° 42' 00" East, along said northeasterly line, 23.73 feet to a point; thence North 00° 15' 20" West, 596.30, feet to a point, said point being on the north line of said Parcel 1.; thence North 89° 51' 53" West, along said north line, 20.00 feet to the point of beginning of the easement.

Part of Tax Roll Key No. 423-0015

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise.
3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Service" dated 2002 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".
7. The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.
9. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.

Water Easement
W.E. 928A & D

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: October 21, 2008

Redevelopment Authority of the City of Milwaukee
COMPANY NAME

by Kathryn M. West
Kathryn M. West, Chair

by _____
~~Robert B. Rondini, Vice Chair~~

STATE OF Wisconsin)
COUNTY OF Milwaukee) S.S.

Before me personally appeared on this 21st day
of October, A.D. 2008

Kathryn M. West, Chair
GRANTOR

~~Robert B. Rondini, Vice Chair~~
GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.



Karen D. Underwood
NOTARY PUBLIC

My commission expires July 26, 2009

Water Easement
W.E. 928A & D

This instrument was drafted by the City of Milwaukee.

Approved as to contents

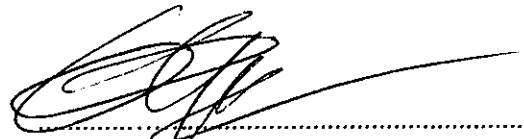
Date: 12/18/08

Approved as to form and execution

Date: 2/25/09



.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS



.....
ASSISTANT CITY ATTORNEY

Water Easement
W.E. 928B

EASEMENT

*E/S of Selig Drive (Private)
At South 39th Street Extended
From 295' N/O West Milwaukee Road
To West Milwaukee Road*

Recording Area

Name and Return Address
*Milwaukee Water Works
Water Engineering Section
841 North Broadway, Room 403
Milwaukee, WI 53202*

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Mulhaney Properties, LLC, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, a 12" water main as shown on attached plan, file no. WE928.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in the Northwest One-quarter (NW. ¼) of Section Thirty-six (36), Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Commencing at the northwest corner of Block 2, Lot 2 of Menomonee Valley Industrial Park; thence South 00°15' 20" East, along the west line of said Lot 2, 295.00 feet to a point, said point being the northwest corner of the westerly termination of W. Milwaukee Rd.; thence South 89° 51' 53" East, along the north line of W. Milwaukee Rd., 20.00 feet to a point; thence North 00° 15' 20" West, 295.00, feet to a point, said point being on the north line of said Lot 2; thence North 89° 51' 53" West, along said north line, 20.00 feet to the point of beginning of the easement.

Part of Tax Roll Key No.423-0014

UPON CONDITION

1. *That said Facilities shall be maintained and kept in good order and condition by the City.*
2. *That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise.*
3. *That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.*
4. *That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.*
5. *That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid.*
6. *All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Service" dated 2002 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".*
7. *The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.*
8. *That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.*
9. *It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.*

Water Easement
W.E. 928B

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: December 8, 2008

Mulhaney Properties, LLC
COMPANY NAME

by X Thomas J. Mulhaney
Tom Mulhaney

by _____
GRANTOR

STATE OF Wisconsin)
S.S.
COUNTY OF Milwaukee)

Before me personally appeared on this 8th day
of December, A.D. 2008

Tom Mulhaney
GRANTOR

GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

Barbara H. Detochait
NOTARY PUBLIC

My commission expires 02/09/2010

Water Easement
W.E. 928B

This instrument was drafted by the City of Milwaukee.

Approved as to contents

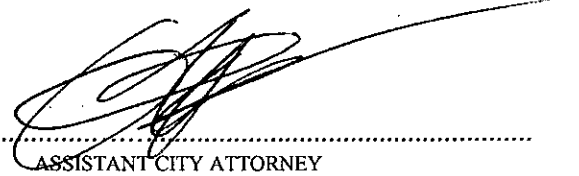
Date: 12/18/08

Approved as to form and execution

Date: 2/25/09



.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS



.....
ASSISTANT CITY ATTORNEY

Water Easement
W.E. 938A

EASEMENT

In C.S.M. No. 8037, Lot 1
At South 103rd Street Extended
And 525' S/O West Ohio Avenue

Recording Area

Name and Return Address

Milwaukee Water Works
Water Engineering Section
841 North Broadway, Room 403
Milwaukee, WI 53202

THIS INDENTURE, Made by and between the CITY OF GREENFIELD, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and WDP Greenfield, LLC, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, **WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, a 6" water main as shown on attached plan, file no. WE938.**

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in Lot 1 of Certified Survey Map No. 8037, in the Southeast One-quarter (SE. ¼) of Section Seventeen (17), Township Six (6) North, Range Twenty-one (21) East, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Commencing at the northeast corner of Lot 1 of said Certified Survey Map; thence South 87° 16' 34" West, along the north line of said Lot 1, 126.20 feet to the point of beginning of the easement to be described; thence South 02° 43' 26" East, 13.00 feet to a point; thence South 87° 16' 34" West, 241.07 feet to a point; thence South 02° 43' 26" East, 51.88 feet to a point; thence South 87° 16' 34" West, 14.96 feet to a point, said point being on the east line of Water Easement W.E. 803B; thence North 02° 25' 51" West, along said east line, 20.00 feet to a point, said point also being the northeast corner of said W.E. 803B; thence South 88° 11' 58" West, along the north line of said W.E. 803B, 5.15 feet to a point; thence North 02° 43' 26" West, 44.80 feet to a point, said point being on the north line of said Lot 1; thence North 87° 16' 34" East, along said north line, 261.07 feet to the point of beginning.

Part of Tax Roll Key No. 524-

UPON CONDITION

1. *That said Facilities shall be maintained and kept in good order and condition by the City.*
2. *That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise.*
3. *That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.*
4. *That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.*
5. *That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid.*
6. *All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Service" dated 2002 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".*
7. *The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.*
8. *That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.*
9. *It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.*
10. *That the attached EASEMENT AGREEMENT is expressly subject to and conditioned by terms and conditions of a certain WATER AGREEMENT by and between the "CITY" and the CITY OF MILWAUKEE WATER WORKS and executed on the 9th day of August, 1963 said WATER AGREEMENT being incorporated herein by this reference thereto.*
11. *The "Grantor" by execution of this EASEMENT AGREEMENT, hereby consents to the assignment of this easement from the "CITY" to the CITY OF MILWAUKEE for the purposes and for the considerations expressed in this document upon the written consent of the officers of the "CITY" and upon a passage of a resolution by the Common Council of the "CITY" granting said assignment to the CITY OF MILWAUKEE.*

Water Easement
W.E. 938A

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: June 19th, 2008

By: WDP Greenfield, LLC
COMPANY NAME

By WDP Greenfield Investors, LLC, member
by Brett D West
GRANTOR Brett D. West, member/manager

by _____
GRANTOR

STATE OF Wisconsin)
S.S.
COUNTY OF Milwaukee)

Before me personally appeared on this 19th day
of June, A.D. 20 08

Brett D. West as Manager/Member of WDP Greenfield
GRANTOR
Investors, LLC, authorized member of WDP Greenfield, LLC

GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

[Signature]
NOTARY PUBLIC

My commission expires is perma

Water Easement
W.E. 938A

SUBORDINATION AGREEMENT To Easement W.E. 938A

The: First Wisconsin Bank & Trust hereby agrees and consents to the subordination of that certain mortgage

EXECUTED BY: WDP Greenfield, LLC
MORTGAGOR
ON DATE OF: MARCH 20, 2008
RECORDED IN: MILWAUKEE COUNTY, WI
AS DOCUMENT NO.: 09574588
REEL NO.: _____
IMAGE NO.: _____
ON DATE OF: MARCH 21, 2008

to the above easement executed by above indicated mortgagor to the City of Milwaukee

dated this 23RD day of JUNE A.D. 20 08

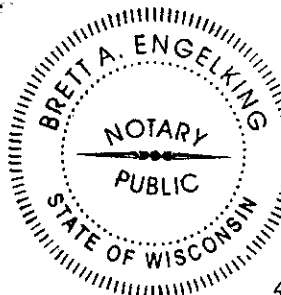
IN WITNESS WHEREOF, the said First Wisconsin Bank & Trust, grantor has set its hands and its corporate seal.

by [Signature]
Signature and Title President & CEO

by _____
Signature and Title

STATE OF WISCONSIN)
COUNTY OF VAUKESSA)

Personally came before me this 23RD day of JUNE, A.D. 20 08
and to me known to be the persons who executed the foregoing SUBORDINATION AGREEMENT and acknowledged the same, and who being by me duly sworn did say that they hold the above office and that they executed the foregoing SUBORDINATION AGREEMENT as such officers as the deed of said corporation by its authority.



[Signature]
Notary Public, VAUKESSA County
STATE OF WISCONSIN
My commission expires 10/09/2011

Water Easement
W.E. 938A

ASSIGNMENT OF EASEMENT W.E.

IN WITNESS WHEREOF, said City of Greenfield for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, has caused this instrument to be assigned to the City of Milwaukee and these presents signed by Michael J. Neitzke, its Mayor and Jennifer J. Goergen, its City Clerk and its corporate seal hereunto affixed at Greenfield, Wisconsin, this 16 day of Oct., A.D. 2008.

City of Greenfield

By: Michael J. Neitzke 10/16/08
Michael J. Neitzke Mayor

Jennifer J. Goergen
Jennifer J. Goergen City Clerk



STATE OF WISCONSIN)
 S.S.
COUNTY OF MILWAUKEE)

On this 16th day of October A.D. 2008
before me personally appeared Michael J. Neitzke and Jennifer J. Goergen who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Greenfield, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to approval by its Common Council on October 7, 2008.

Susan L. Witten
Notary Public, Milwaukee County, Wisconsin
My commission expires 6-3-12

Water Easement
W.E. 938A

This instrument was drafted by the City of Milwaukee.

Approved as to contents

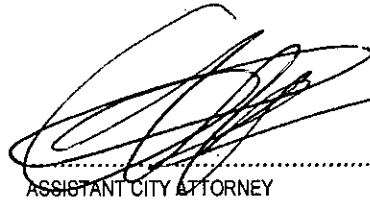
Date: 12/18/08

Approved as to form and execution

Date: 2/25/09



.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS



.....
ASSISTANT CITY ATTORNEY

EASEMENT

In C.S.M. No. 8037, Lot 2
At South 103rd Street Extended
From 300' S/O West Ohio Avenue
To 525' S/O West Ohio Avenue

Recording Area

Name and Return Address

Milwaukee Water Works
Water Engineering Section
841 North Broadway, Room 403
Milwaukee, WI 53202

THIS INDENTURE, Made by and between the CITY OF GREENFIELD, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and WS Development, LLC, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, a 6" water main as shown on attached plan, file no. WE938.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in Lot 2 of Certified Survey Map No. 8037, in the Southeast One-quarter (SE. ¼) of Section Seventeen (17), Township Six (6) North, Range Twenty-one (21) East, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Commencing at the southeast corner of Lot 2 of said Certified Survey Map; thence South 87° 16' 34" West, along the south line of said Lot 2, 126.20 feet to the point of beginning of the easement to be described; thence continuing South 87° 16' 34" West, along said south line, 261.07 feet to a point; thence North 02° 43' 26" West, 7.00 feet to a point; thence North 87° 16' 34" East, 231.07 feet to a point; thence North 02° 43' 26" West, 133.58 feet to a point; thence North 47° 43' 26" West, 72.41 feet to a point; thence North 02° 43' 26" West, 31.89 feet to a point, said point being on the north line of said Lot 2; thence North 87° 16' 34" East, along said north line, 20.00 feet to a point; thence South 02° 43' 26" East, 23.60 feet to a point; thence South 47° 43' 26" East, 72.41 feet to a point; thence South 02° 43' 26" East, 123.86 feet to a point; thence North 87° 16' 34" East, 10.00 feet to a point; thence South 02° 43' 26" East, 25.00 feet to the point of beginning.

UPON CONDITION

1. *That said Facilities shall be maintained and kept in good order and condition by the City.*
2. *That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise.*
3. *That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.*
4. *That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.*
5. *That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid.*
6. *All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Service" dated 2002 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".*
7. *The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.*
8. *That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.*
9. *It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.*
10. *That the attached EASEMENT AGREEMENT is expressly subject to and conditioned by terms and conditions of a certain WATER AGREEMENT by and between the "CITY" and the CITY OF MILWAUKEE WATER WORKS and executed on the 9th day of August, 1963 said WATER AGREEMENT being incorporated herein by this reference thereto.*
11. *The "Grantor" by execution of this EASEMENT AGREEMENT, hereby consents to the assignment of this easement from the "CITY" to the CITY OF MILWAUKEE for the purposes and for the considerations expressed in this document upon the written consent of the officers of the "CITY" and upon a passage of a resolution by the Common Council of the "CITY" granting said assignment to the CITY OF MILWAUKEE.*

Water Easement
W.E. 938B

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: June 18th 2008

By: WS Development, LLC
COMPANY NAME

by [Signature]
GRANTOR Kevin C. Wahlgren, Managing Member

by _____
GRANTOR

STATE OF Wisconsin)
S.S.
COUNTY OF Milwaukee)

Before me personally appeared on this 18th day
of June, A.D. 2008

KEVIN WAHLGREN
GRANTOR

GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

[Signature]
NOTARY PUBLIC
COLLEEN JANSON
STATE OF WISCONSIN
My commission expires 2/8/09

Water Easement
W.E. 938B

SUBORDINATION AGREEMENT To Easement W.E. 938B

The: Investors Bank hereby agrees and consents to the subordination of that certain mortgage

EXECUTED BY: WS Development, LLC

MORTGAGOR

ON DATE OF: June 9, 2005

RECORDED IN: Milwaukee County

AS DOCUMENT NO.: 9031316

REEL NO.: _____

IMAGE NO.: _____

ON DATE OF: June 17, 2005

to the above easement executed by above indicated mortgagor to the City of Milwaukee

dated this 12th day of June A.D. 2008

IN WITNESS WHEREOF, the said Investors Bank, grantor has set its hands and its corporate seal.

by Glenn A. Michaelson

Signature and Title Glenn A. Michaelson, Senior Vice President

by Timothy Schadeberg

Signature and Title Timothy Schadeberg, Market President

STATE OF Wisconsin)

COUNTY OF Waukesha)

Personally came before me this 12th day of June, A.D. 2008
and to me known to be the persons who executed the foregoing SUBORDINATION AGREEMENT and
acknowledged the same, and who being by me duly sworn did say that they hold the above office and that they
executed the foregoing SUBORDINATION AGREEMENT as such officers as the deed of said corporation by its
authority.

Sarah A. Frantz
Sarah A. Frantz
Notary Public, Waukesha County

My commission expires December 7, 2008

ASSIGNMENT OF EASEMENT W.E.

IN WITNESS WHEREOF, said City of Greenfield for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, has caused this instrument to be assigned to the City of Milwaukee and these presents signed by Michael J. Neitzke, its Mayor and Jennifer J. Goergen, its City Clerk and its corporate seal hereunto affixed at Greenfield, Wisconsin, this 16th day of October, A.D. 2008.

City of Greenfield

By: Michael J. Neitzke 10/16/08
Michael J. Neitzke Mayor

Jennifer J. Goergen
Jennifer J. Goergen City Clerk



STATE OF WISCONSIN)
S.S.
COUNTY OF MILWAUKEE)

On this 16th day of October, A.D. 2008

before me personally appeared Michael J. Neitzke and Jennifer J. Goergen who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Greenfield, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to approval by its Common Council on October 7, 2008.

Susan L. Winton
Notary Public, Milwaukee County, Wisconsin
My commission expires 6-3-12

Water Easement
W.E. 938B

This instrument was drafted by the City of Milwaukee.

Approved as to contents

Date: 12/18/08

Approved as to form and execution

Date: 2/25/09



.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS



.....
ASSISTANT CITY ATTORNEY

Water Easement
W.E. 938C

EASEMENT

In C.S.M. No. 5977, Parcel 1
At South 103rd Street Extended
From 220' S/O West Ohio Avenue
To 300' S/O West Ohio Avenue

Recording Area

Name and Return Address

Milwaukee Water Works
Water Engineering Section
841 North Broadway, Room 403
Milwaukee, WI 53202

THIS INDENTURE, Made by and between the CITY OF GREENFIELD, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Local Union No. 601, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

That, WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in said property; namely, a 6" water main as shown on attached plan, file no. WE938.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in Parcel 1 of Certified Survey Map No. 5977, in the Southeast One-quarter (SE. ¼) of Section Seventeen (17), Township Six (6) North, Range Twenty-one (21) East, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

TO-WIT:

Commencing at the southeast corner of Parcel 1 of said Certified Survey Map; thence South 87° 16' 34" West, along the south line of said Parcel 1, 206.97 feet to the point of beginning of the easement; thence continuing South 87° 16' 34" West, along said south line, 20.00 feet to a point; thence North 02° 43' 26" West, 52.23 feet to a point; thence North 14° 22' 57" West, 24.64 feet to a point, said point being the southwest corner of Water Easement W.E. 782; thence North 75° 37' 03" East, along the south line of W.E. 782, 20.00 feet to a point; thence South 14° 22' 57" East, 26.68 feet to a point; thence South 02° 43' 26" East, 54.27 feet to the point of beginning.

Part of Tax Roll Key No. 524-8986-018

UPON CONDITION

1. *That said Facilities shall be maintained and kept in good order and condition by the City.*
2. *That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise.*
3. *That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed.*
4. *That, in connection with the construction by the Grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.*
5. *That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid.*
6. *All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Service" dated 2002 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".*
7. *The Facilities shall be accessible for maintenance at all times. The owner shall submit plans for approval to the City for any underground installation within the easement.*
8. *That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City of Milwaukee.*
9. *It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.*
10. *That the attached EASEMENT AGREEMENT is expressly subject to and conditioned by terms and conditions of a certain WATER AGREEMENT by and between the "CITY" and the CITY OF MILWAUKEE WATER WORKS and executed on the 9th day of August, 1963 said WATER AGREEMENT being incorporated herein by this reference thereto.*
11. *The "Grantor" by execution of this EASEMENT AGREEMENT, hereby consents to the assignment of this easement from the "CITY" to the CITY OF MILWAUKEE for the purposes and for the considerations expressed in this document upon the written consent of the officers of the "CITY" and upon a passage of a resolution by the Common Council of the "CITY" granting said assignment to the CITY OF MILWAUKEE.*

Water Easement
W.E. 938C

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: June 19th 2008

By: Local Union No. 601, United Association of Journeymen and Apprentices
of the Plumbing and Pipe Fitting Industry of the United States and Canada

COMPANY NAME

by [Signature] BUSINESS MANGER
GRANTOR Kevin Lemere Local 601

by _____
GRANTOR

STATE OF Wisconsin)

S.S.

COUNTY OF Milwaukee)

Before me personally appeared on this 19th day
of June, A.D. 2008

Kevin Lemere
GRANTOR

GRANTOR

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the
voluntary act and deed of said corporation.

[Signature]
NOTARY PUBLIC

My commission expires Nov 20, 2011

Water Easement
W.E. 938C

SUBORDINATION AGREEMENT To Easement W.E. 938C

The: Park Bank hereby agrees and consents to the subordination of those certain mortgages

EXECUTED BY: Local Union No. 601, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

MORTGAGOR

ON DATE OF: May 11, 1994 August 20, 2003

RECORDED IN: Milwaukee County

AS DOCUMENT NO.: 6954837 (Re-recorded as 7086878) 8626844

REEL NO.: 3295 3554 5670

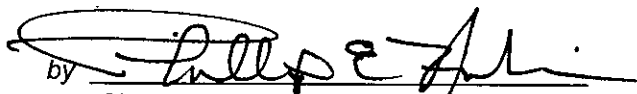
IMAGE NO.: 920 to 922 234 to 237 2143 to 2145

ON DATE OF: May 24, 1994 May 31, 1995 September 18, 2003

to the above easement executed by above indicated mortgagor to the City of Milwaukee

dated this 19 day of June A.D. 20 08

IN WITNESS WHEREOF, the said Park Bank, grantor has set its hands and its corporate seal.

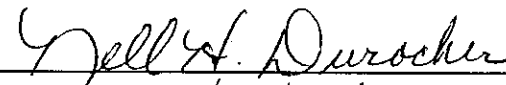
by 
Signature and Title
Phillip E. Hickman Senior Vice President

by _____
Signature and Title

STATE OF Wisconsin

COUNTY OF Milwaukee

Personally came before me this 19th day of June, A.D. 20 08
and to me known to be the persons who executed the foregoing SUBORDINATION AGREEMENT and acknowledged the same, and who being by me duly sworn did say that they hold the above office and that they executed the foregoing SUBORDINATION AGREEMENT as such officers as the deed of said corporation by its authority.


Notary Public, Waukesha County
My commission expires Nov. 20, 2011

Water Easement
W.E. 938C

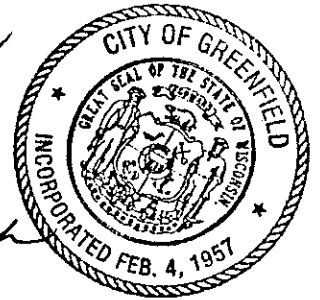
ASSIGNMENT OF EASEMENT W.E. 938C

IN WITNESS WHEREOF, said City of Greenfield for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, has caused this instrument to be assigned to the City of Milwaukee and these presents signed by Michael J. Neitzke, its Mayor and Jennifer J. Goergen, its City Clerk and its corporate seal hereunto affixed at Greenfield, Wisconsin, this 16th day of October A.D. 20 08.

City of Greenfield

By: Michael J. Neitzke 10/16/08
Michael J. Neitzke Mayor

Jennifer J. Goergen
Jennifer J. Goergen City Clerk



STATE OF WISCONSIN)
S.S.
COUNTY OF MILWAUKEE)

On this 16th day of October A.D. 20 08
before me personally appeared Michael J. Neitzke and Jennifer J. Goergen who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Greenfield, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to approval by its Common Council on October 7, 20 08.

Susan L. Winton
Notary Public, Milwaukee County, Wisconsin
My commission expires 6-3-12

Water Easement
W.E. 938C

This instrument was drafted by the City of Milwaukee.

Approved as to contents

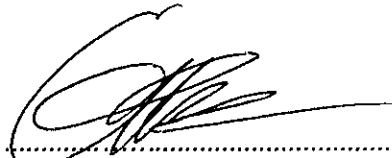
Date: 12/18/08

Approved as to form and execution

Date: 2/25/09



.....
SUPERINTENDENT OF MILWAUKEE WATER WORKS



.....
ASSISTANT CITY ATTORNEY



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090161

File ID: 090161

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 05/27/2009

File Name:

Final Action:

Title: Substitute resolution directing the City Engineer to submit applications to the Wisconsin Department of Transportation for programming for the construction of freeway noise barriers at locations along I-94 as identified in the Wisconsin Department of Transportation's I-94 North-South Freeway Project Noise Barrier study for which no local cost participation is required.

Notes:

Sponsors: Ald. Witkowski

Enactment Date:

Attachments: Hearing Notice List ,List of I-94 North-South Freeway
Noise Barriers ,Maps

Enactment Number:

Drafter: rtw

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
0	COMMON COUNCIL	05/27/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE				
	Action Text:	This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	05/29/2009	HEARING NOTICES SENT		06/03/2009			
0	PUBLIC WORKS COMMITTEE	05/29/2009	HEARING NOTICES SENT		06/03/2009			
0	PUBLIC WORKS COMMITTEE	06/03/2009	HELD TO CALL OF THE CHAIR				Pass	
	Action Text:	A motion was made by ALD. WADE that this Resolution be HELD TO CALL OF THE CHAIR. The motion PREVAILED by the following vote:						
Mover:	ALD. WADE	Aye:4 - Bauman, Wade, Donovan, and Puente No:0 Excused:1 - Dudzik						4-0-1
1	CITY CLERK	06/17/2009	DRAFT SUBMITTED					
	Action Text:	This Resolution was DRAFT SUBMITTED						
1	PUBLIC WORKS COMMITTEE	06/18/2009	HEARING NOTICES SENT		06/24/2009			

Text of Legislative File 090161

..Number

090161

..Version

SUBSTITUTE 1

..Reference

..Sponsor

ALD. WITKOWSKI

..Title

Substitute resolution directing the City Engineer to submit applications to the Wisconsin Department of Transportation for programming for the construction of freeway noise barriers at locations along I-94 as identified in the Wisconsin Department of Transportation's I-94 North-South Freeway Project Noise Barrier study for which no local cost participation is required.

..Analysis

This resolution directs the City Engineer to submit applications to the Wisconsin Department of Transportation for programming for the construction of freeway noise barriers at the 16 locations along I-94 in the City of Milwaukee which are identified in the Wisconsin Department of Transportation's I-94 North-South Freeway Project Noise Barrier study as qualified locations. The locations in the city for which applications will be submitted do not require any local cost participation. The majority of the barriers are scheduled for construction during the 2010 program year, with the remaining scheduled for the 2011 - 2012 program years. In order to be considered for programming in 2010, the applications must be submitted by September 1, 2009.

...Body

Whereas, Chapter TRANS 405, Wis. Adm. Code, created in 1989, established procedures to be used by the Wisconsin Department of Transportation (WISDOT) to evaluate and select site locations for freeway noise barriers; and

Whereas, WISDOT contracted with the consulting firm of Milwaukee Transportation Partners, LLC to evaluate freeway noise levels within the I-94 North-South Freeway Project area and, using ch. TRANS 405, establish a list of locations warranting freeway noise barriers; and

Whereas, Sixteen locations in the City of Milwaukee are identified as eligible for noise barriers; and

Whereas, Chapter TRANS 405, Wis. Adm. Code, specifies that the WISDOT share of the total cost of a noise barrier may not exceed \$30,000 per abutting residence, with local units of government responsible for any additional costs; and

Whereas, Of the 16 locations in the city which qualify for noise barriers, all meet the \$30,000 cost criterion and could be constructed without any City funding participation; and

Whereas, Noise barrier project requests must originate with the local units of government and WISDOT has indicated that applications for noise barrier projects which are included in the 2010 program year must be received by September 1, 2009; and

Whereas, The City supports the concept of freeway noise barrier construction and is desirous of requesting WISDOT's actions on barrier implementation to benefit City residents; and

Whereas, The majority of residents affected by the proposed noise barriers that responded to the WISDOT survey have expressed support for the barriers, and the majority of residents at the public meetings expressed a preference for the lannon stone block appearance finish on the residential facing of the barriers; and

Whereas, Further Common Council action will be necessary to permit preparation of final plans and

construction of the noise barriers; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City supports the concept of freeway noise barrier construction in the City of Milwaukee; and, be it

Further Resolved, That the City Engineer is directed to submit applications to WISDOT for programming for the construction of freeway noise barriers at the locations identified within the I-94 North-South Freeway Project Noise Barrier study as qualified locations, a list of which is attached to this file, and is incorporated in this resolution by references as though set forth in full, which are located in the city of Milwaukee and require no local cost participation.

..Requestor

..Drafter
LRB09219-2
RTW
5/28/2009

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: June 23, 2009

FILE NUMBER 090161
Original Fiscal Note Substitute

SUBJECT: Substitute resolution directing the City Engineer to submit applications to the Wisconsin Department of Transportation for programming for the construction of freeway noise barriers at locations along I-94 as identified in the Wisconsin Department of Transportation I-94 North-South Freeway Noise Barrier study for which no local cost participation is required.

B) SUBMITTED BY Jeffrey S. Polenske, P.E./City Engineer/Infrastructure Services Division/2400

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENTAL ACCOUNT (DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS:					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT SEPARATELY.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:
 None

H COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

**WISDOT I-94 North-South Freeway Project Recommended Noise Barriers
City of Milwaukee**

See attached maps for location details

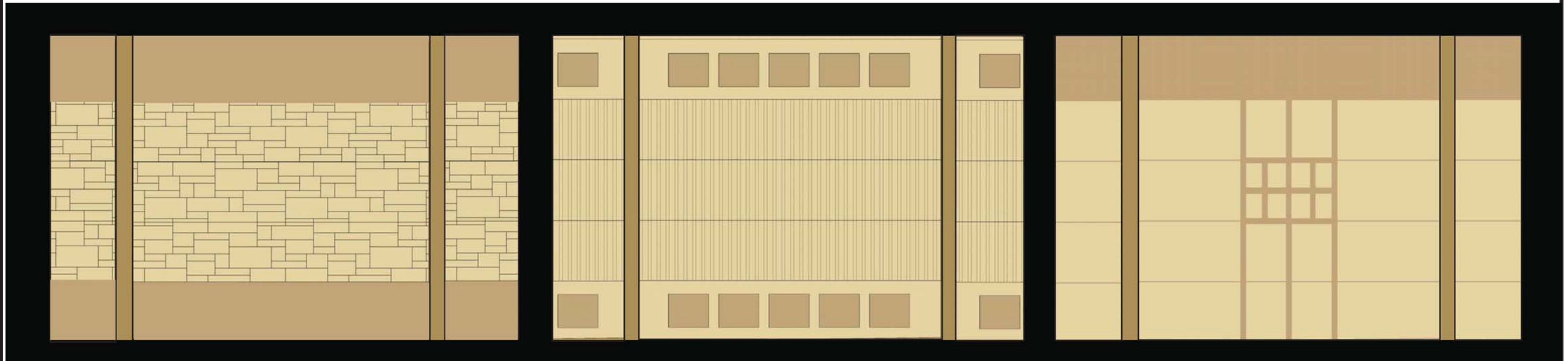
- SW.01: Northbound from W. Bolivar Avenue to W. Waterford Avenue
- SW.02: Southbound from Howard Avenue to 13th Street
- SW.03: Southbound from 13th Street to S. 18th St.
- SW.04: Northbound from Layton Avenue to S. 13th Street (earthen berm / noise barrier)
- SW.05: Westbound from S. 20th Street to S. Louisiana Avenue
- SW.07: Southbound from Layton Avenue to Grange Avenue (earthen berm south of existing on ramp connecting to the noise barrier)
- SW.08: Northbound from Grange Avenue to Layton Avenue (noise barrier connecting to an earthen berm near Layton south of the existing off ramp)
- SW.09: Southbound from Edgerton Avenue to Grange Avenue
- SW.10: Northbound from Grange Avenue to Edgerton Avenue
- SW.11: Southbound from Grange Avenue to Airport Spur
- SW.12: Northbound from Airport Spur to Grange Avenue
- SW.13: Southbound from Airport Spur to College Avenue with recommended reduction north of College Ave.
- SW.14: Northbound from Ramsey Avenue to S. 14th St with recommended extension south of Ramsey Ave.
- SW.15: Northbound from College Avenue to Maitland Park
- SW.20: Eastbound from S. 24th Street to S. 20th Street
- SW.21: Eastbound from S. 20th Street to Layton Avenue

Pattern Options

Pattern A

Pattern B

Pattern C



SW.01: Northbound from W. Bolivar Avenue to W. Waterford Avenue



SW.02: Southbound from Howard Avenue to 13th Street



SW.03: Southbound from S. 13th Street to Bottsford Avenue



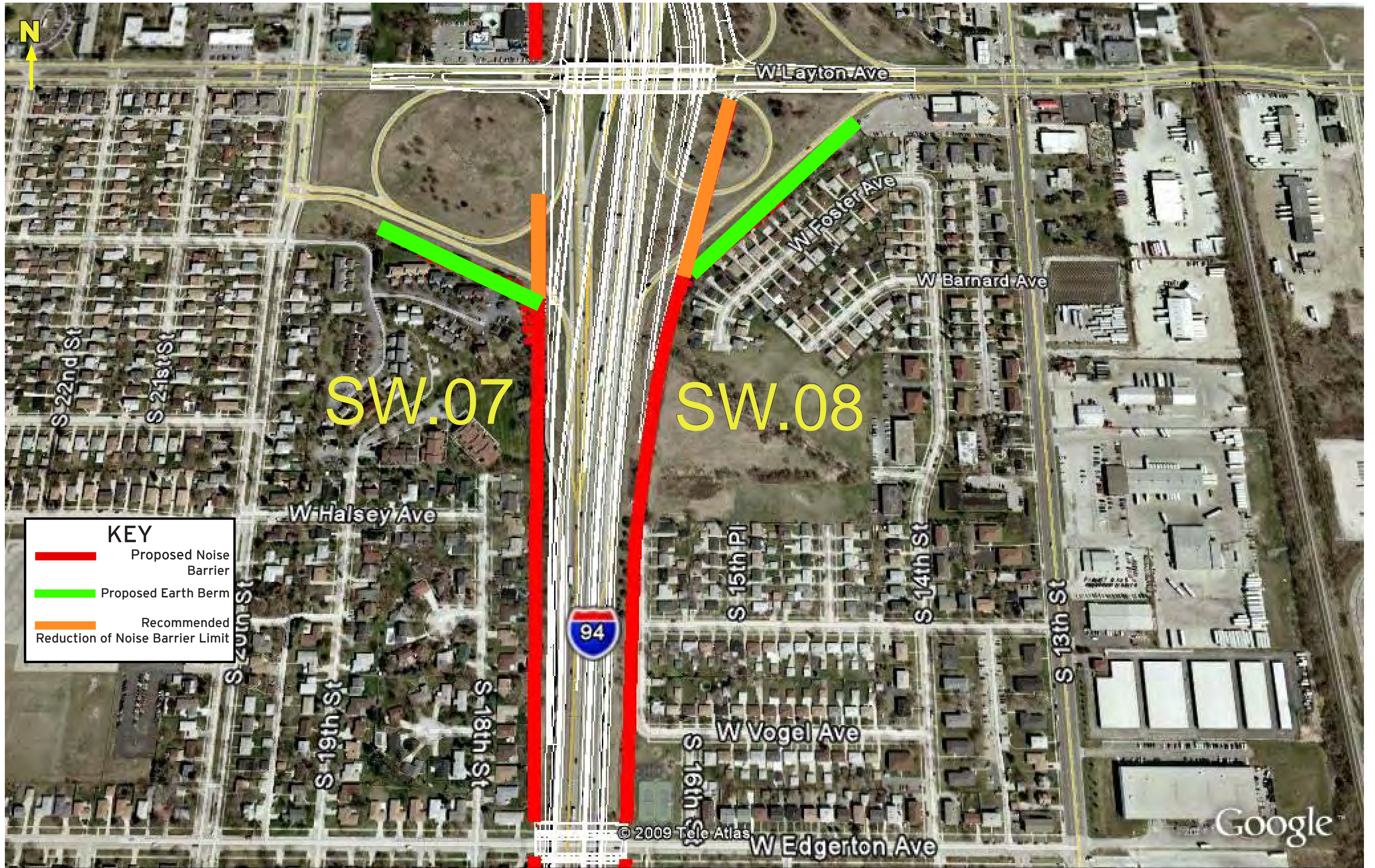
SW.04: Northbound from Cudahy Ave. to S. 13th St.



SW.05: Westbound from S. 20th Street to S. Louisiana Avenue



SW.07: Southbound from Layton Ave. to Grange Ave. & SW.08: Northbound from Grange Ave. to Layton Ave.



SW.09 & SW.10: Southbound & Northbound from Edgerton Avenue to Grange Avenue



SW.11: Southbound from Grange Avenue to Airport Spur



SW.12: Northbound from Airport Spur to Grange Avenue



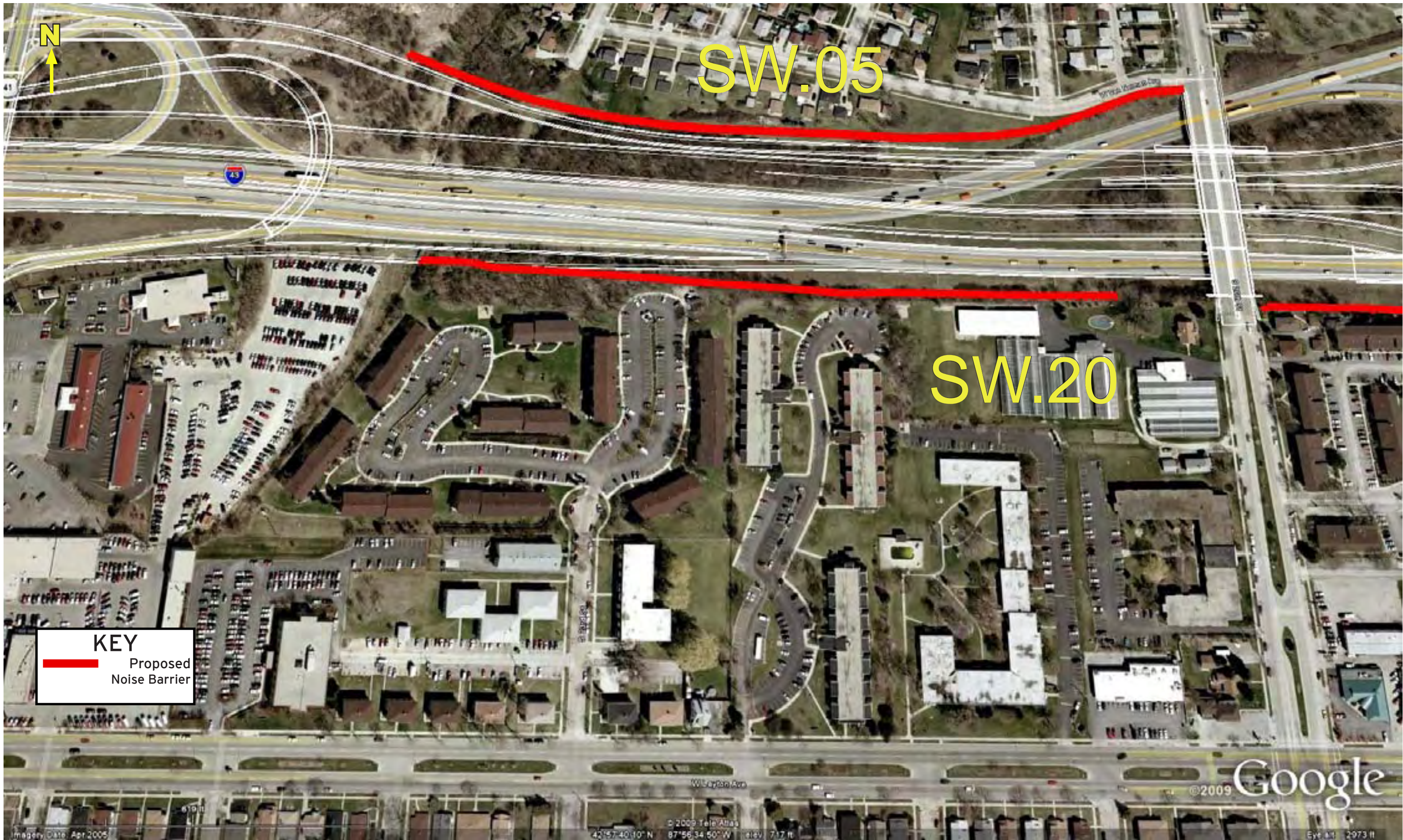
SW.13: Southbound from Airport Spur to College Avenue



SW.14: Northbound from Ramsey Avenue to Garland School



SW.20: Eastbound from S. 24th St. to S. 20th St.



SW.05

SW.20

KEY
— Proposed Noise Barrier

©2009 Google

© 2009 Tele Atlas
43°57'40.10" N 87°56'34.50" W elev. 717 ft.

Eye Ht. 2973 ft

SW.21: Eastbound from S. 20th St. to Layton Ave.



KEY

 Proposed Noise Barrier



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090233

File ID: 090233

Type: Resolution

Status: In Committee

Version: 0

Reference: 081212

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution amending Common Council File Number 081212 for the purpose of extending the period of authority, responsibilities and activities of the Recycling Task Force.

Notes:

Sponsors: Ald. Dudzik

Enactment Date:

Attachments: Fiscal note

Enactment Number:

Drafter: jwc

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090233

..Number

090233

..Version

ORIGINAL

..Reference

081212

..Sponsor

ALD. DUDZIK

..Title

Resolution amending Common Council File Number 081212 for the purpose of extending the period of authority, responsibilities and activities of the Recycling Task Force.

..Analysis

On January 16, 2009, the Recycling Task Force was created by the adoption of Common Council File Number 081212, a resolution implementing recommendations of the Comptroller's Audit of the City of

Milwaukee Recycling Program. The resolution directed the Recycling Task Force to submit its findings and recommendations to the Common Council within 180 days of adoption of the resolution. This resolution amends Common Council File Number 081212 changing the time period in which the Recycling Task Force is to submit its findings and recommendations to the Common Council from 180 to 360 days.

..Body

Whereas, On January 16, 2009, the Common Council adopted Common Council File Number 081212, resolution implementing recommendations of the Comptroller's Audit of the City of Milwaukee Recycling Program; and

Whereas, Common Council File Number 081212 included the creation of a task force (Recycling Task Force) to conduct a comprehensive study of the fiscal and operational impacts of a conversion to single stream recycling in the City of Milwaukee; and

Whereas, The resolution directed the Recycling Task Force to submit its findings and recommendations to the Common Council within 180 days of adoption of the resolution; and

Whereas, The Recycling Task Force is currently in the process of determining its findings and recommendations; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that Common Council File Number 081212 is amended by striking the fifth "Further Resolved" clause and replacing it with the following:

"Further Resolved, That the task force shall submit its findings and recommendations to the Common Council within 360 days of adoption of this resolution and shall thereafter be dissolved."

..Requestor

..Drafter
LRB09248-1
JWC
6/10/09

CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** June 17, 2009

FILE NUMBER: 090233

Original Fiscal Note Substitute

SUBJECT: Resolution amending Common Council File Number 081212 for the purpose of extending the period of authority, responsibilities and activities of the Recycling Task Force.

B) **SUBMITTED BY (Name/title/dept./ext.):** Terry J. MacDonald, Staff Assistant/City Clerk-Common Council/Ext. 2233

C) **CHECK ONE:** ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:** DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY) *Revenue from MCAMLIS S.C.*

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090217

File ID: 090217

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution authorizing the Commissioner of Public Works to issue a permit allowing the installation, maintenance and removal of a temporary art project in the Knapp Street Bridge House and in its adjacent public right-of-way.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Fiscal Note.doc ,Conceptual Images.pdf

Enactment Number:

Drafter: gk

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/10/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090217

..Number

090217

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution authorizing the Commissioner of Public Works to issue a permit allowing the installation, maintenance and removal of a temporary art project in the Knapp Street Bridge House and in its adjacent public right-of-way.

..Analysis

This resolution authorizes the Commissioner of Public Works to issue a permit, which will allow IN:SITE to install, maintain and remove a temporary art project in the Knapp Street Bridge House and in its adjacent

public right-of-way.

..Body

Whereas, The Milwaukee Arts Board has offered to fund art to be created by artists of IN:SITE on the subject two sites as well as other sites throughout the Park East Redevelopment Corridor; and

Whereas, A general liability policy from Cincinnati Insurance will be in place by late June 2009; and

Whereas, The art will be installed in July 2009 and will be removed by November 30, 2009; and

Whereas, The Commissioner of Public Works cannot issue a permit allowing installation of a temporary art project without authorization from the Common Council; and

Whereas, The Park East Redevelopment Plan and the Downtown Comprehensive Plan support public art and open spaces; and

Whereas, IN:SITE shall install and maintain the temporary art at its own expense; IN:SITE shall hold the City of Milwaukee and its agents harmless and shall accept all responsibility for any and all liability that may arise through the implementation of the rights granted through the permit; IN:SITE shall remove, at its own expense, the temporary art project when so ordered for reasons of public necessity and shall restore the sites to their former condition in conformity with the standards established by the Commissioner of Public Works; and IN:SITE shall reimburse all Department of Public Works costs incurred as part of this installation; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is authorized to issue a permit to IN:SITE allowing the artists to install and maintain a temporary art project in the Knapp Street Bridge House and in its adjacent public right-of-way; and, be it

Further Resolved, That before issuing the permit, the Commissioner of Public Works shall review the specific proposed locations for the temporary art to ensure there are no impacts upon public safety and convenience; and, be it

Further Resolved, That the permit allowing installation of the temporary art shall be premised upon the following: IN:SITE shall install and maintain the temporary art at its own expense; IN:SITE shall hold the City of Milwaukee and its agents harmless and shall accept all responsibility for any and all liability that may arise through the implementation of the rights granted through the permit; IN:SITE shall remove, at its own expense, the temporary art project when so ordered for reasons of public necessity and shall restore the sites to their former condition in conformity with the standards established by the Commissioner of Public Works; and IN:SITE shall reimburse all Department of Public Works costs incurred as part of this installation.

..Drafter

DPW:JJM:GK:gk

06/16/09/A

CITY OF MILWAUKEE FISCAL NOTE

A) DATE June 16, 2009

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution authorizing the Commissioner of Public Works to issue a permit allowing the installation, maintenance and removal of a temporary art project in the Knapp Street Bridge House and in its adjacent public right-of-way.

B) SUBMITTED BY (Name/title/dept./ext.): Jeffrey J. Mantes, Commissioner, DPW

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

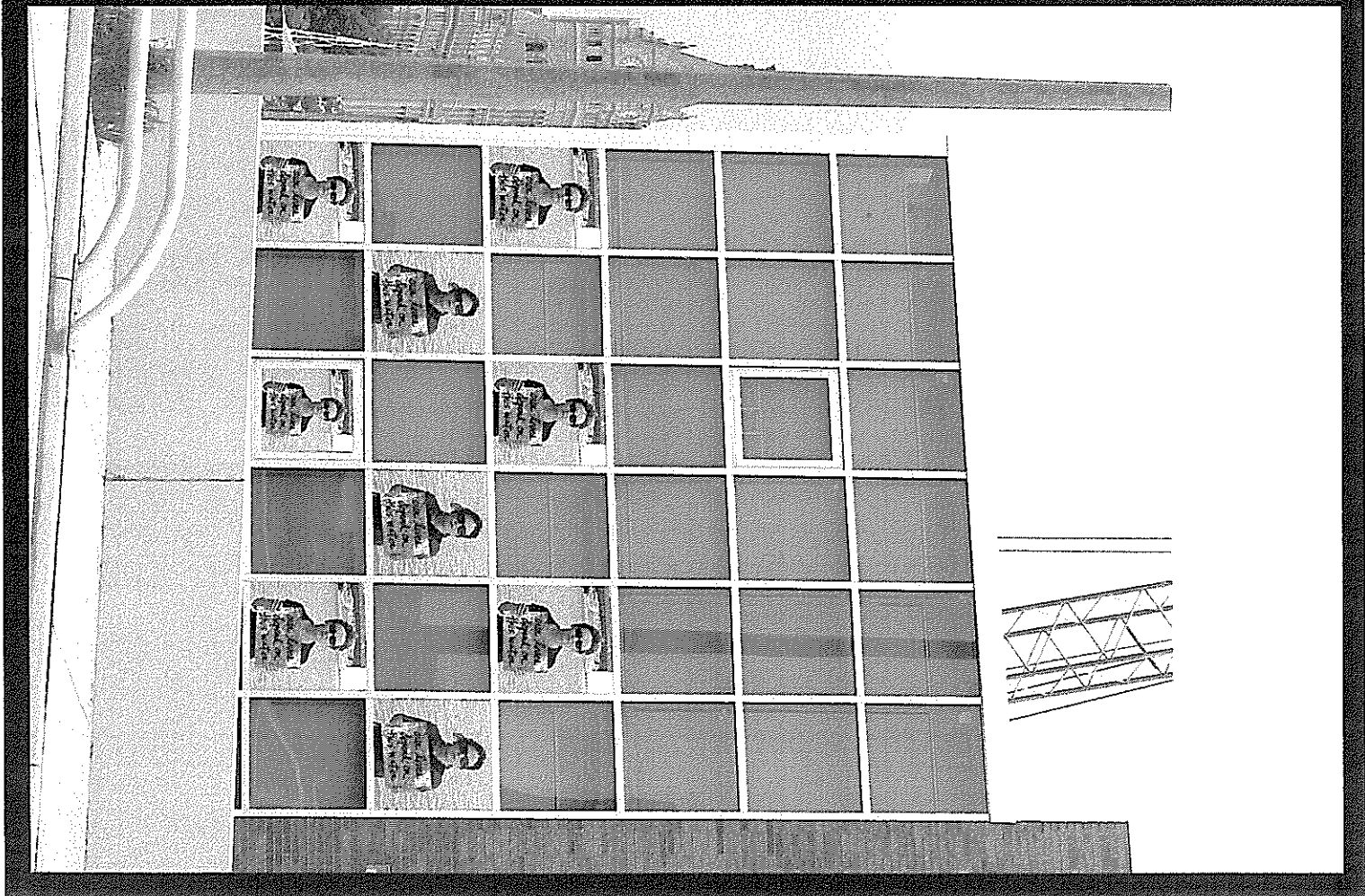
F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Visual Project Description

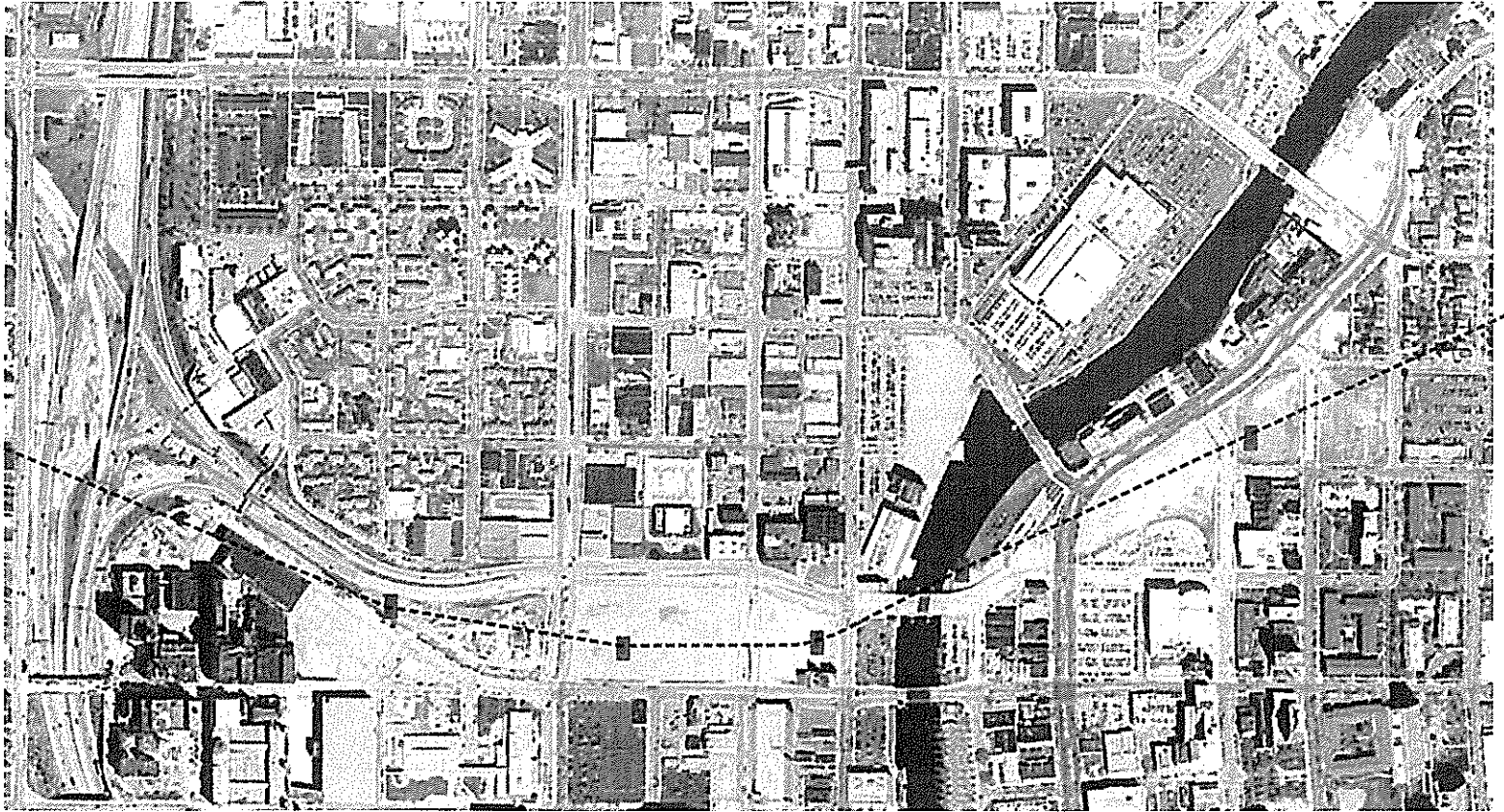


image 1

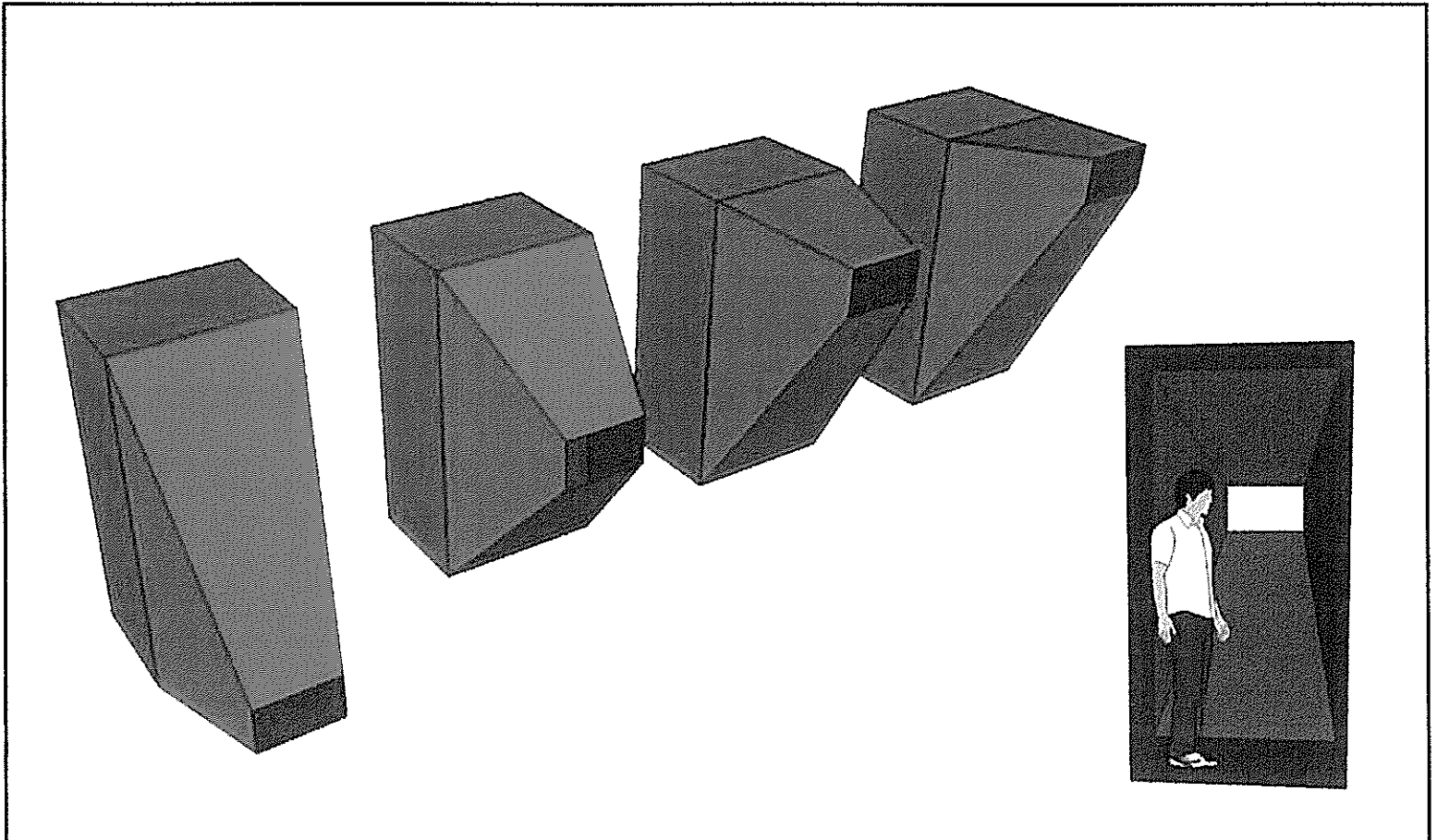


image 2

Visual Project Description



image 3a

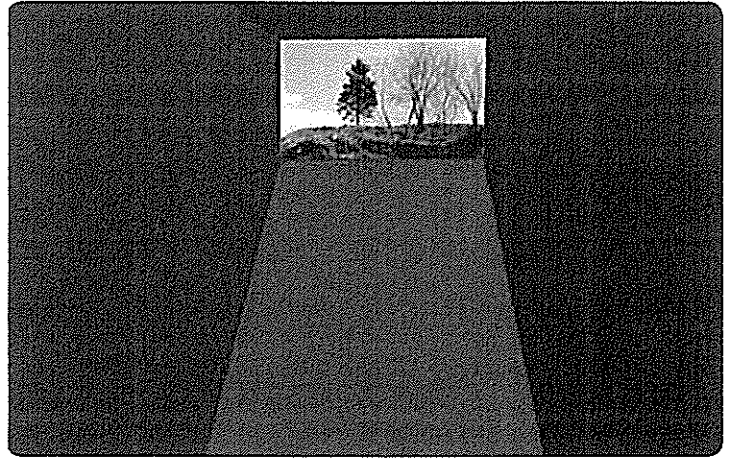


image 3b



image 4a

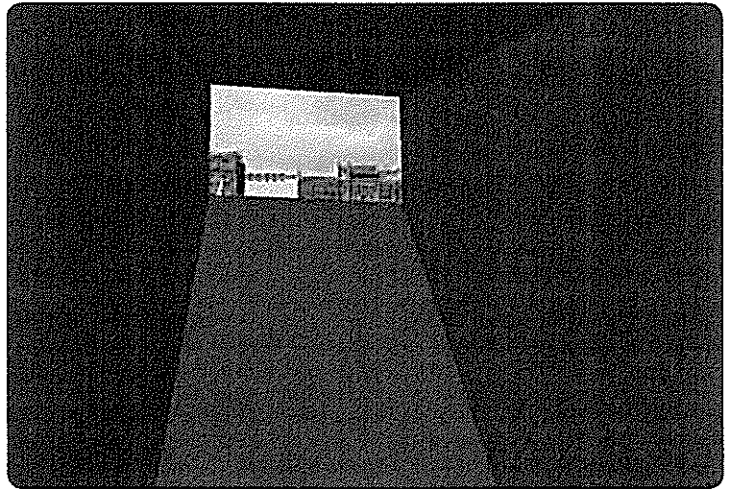


image 4b



image 5a

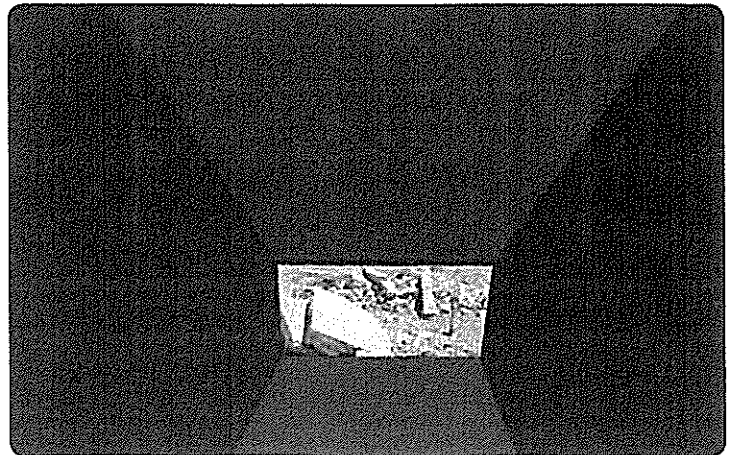


image 5b



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090220

File ID: 090220

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution to inform the Common Council of the City's Compliance Maintenance Annual Report for the year 2008.

Notes:

Sponsors: Ald. Hines Jr.

Enactment Date:

Attachments: Cover Letter ,Fiscal Note ,Permit No
WI-0047341-04-0

Enactment Number:

Drafter: nmj

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090220

..Number

090220

..Version

ORIGINAL

..Reference

..Sponsor

Alderman Hines

..Title

Resolution to inform the Common Council of the City's Compliance Maintenance Annual Report for the year 2008.

..Analysis

This resolution is a requirement per WDNR General Sanitary Permit Number WI-0047341-04-0. The City of Milwaukee is required to adopt a resolution to have its Common Council review and provide comments on the City's Compliance Maintenance Annual Report (CMAR) on an annual basis.

..Body

Whereas, On February 28, 2006 the Wisconsin Department of Natural Resources (WDNR) issued to the City of Milwaukee a revised General Permit to Discharge Under the Wisconsin Pollutant Elimination System, Permit number WI-0047341-04-0; a copy of which is attached to this Common Council File Number 090220 and incorporated in this resolution by reference as though set forth in full; and

Whereas, Section 2.7 of said permit requires the City of Milwaukee to adopt a resolution to have its Common Council review and provide responses as required on the City's Compliance Maintenance Annual Report (CMAR); and

Whereas, All collection systems in the State of Wisconsin are required by their respective General Sanitary Permits to submit their own CMAR electronically (eCMAR) via the World Wide Web, with the City of Milwaukee being the largest collection system in the State;

Whereas, Said resolution shall be submitted to WDNR as part of CMAR; and

Whereas, The Department of Public Works has completed the eCMAR, a copy of which is attached to this Common Council File Number 090220 and incorporated in this resolution by reference as though set forth in full; and

Whereas, The CMAR report contains two major sections titled: Financial and Collection System and each section is electronically graded based upon data entered; and

Whereas, According to the methodology the WDNR is using to grade the CMAR sections, the City of Milwaukee scored an "A" in the Financial section and "F" in the Collection System section; and

Whereas, The "F" grade was generated based on thirty one reported Sanitary Sewer Overflows (SSO) in 2008 with thirty (30) SSOs caused by Infiltration and Inflow (I/I), and one (1) SSO caused by a plugged main sanitary sewer.

Whereas, The aforementioned thirty SSOs caused by Infiltration and Inflow (I/I) were related to one rain event between June 7, 2008 and June 8, 2008; and

Whereas, The thirty one SSO occurrences represent 0.03 occurrence per sewer mile per year; and

Whereas, The WDNR grading system does not take into account any corrective measures the City has undertaken to improve the sanitary sewer system as shown in the attached CMAR; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Common Council of the City of Milwaukee is in receipt of said Report and shall provide any responses as required; and, be it

Further Resolved, after this Common Council File Number 090220 has been adopted by the Common Council of the City of Milwaukee, that a certified copy be attached to the 2008 Compliance Maintenance Annual Report (CMAR) and submitted to the Wisconsin Department of Natural Resources.

..Requestor
Department of Public Works
Infrastructure Services Division
..Drafter
Environmental Engineering Section
NMJ/eg
June 5, 2009

June 5, 2009

To the Honorable, the Common Council

Dear Honorable Members:

On February 28, 2006, the Wisconsin Department of Natural Resources (WDNR) issued to the City of Milwaukee a revised General Permit to Discharge under the Wisconsin Pollutant Elimination System (WPDES), Permit Number WI-0047341-04-0.

Section 2.7 of the revised permit requires the City of Milwaukee to submit a Compliance Maintenance Annual Report (CMAR) and to adopt a resolution to have its Common Council review and provide responses as required on the CMAR. The Department of Public Works has prepared the CMAR and the resolution and they are attached herewith

Therefore, we recommend adoption of the resolution.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

NMJ: eg
Attachment
3-5

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)
Ref: GEN\FISCALNT.MST

A) DATE: June 5, 2009

FILE NUMBER:

Original Fiscal Note Substitute

SUBJECT: Resolution to inform the Common Council of the City of Milwaukee of the City's Compliance Maintenance Annual Report (CMAR) for the year 2008, per the Wisconsin Department of Natural Resources (WDNR) General Sanitary Permit Number WI-0047341-04-0.

B) SUBMITTED BY (NAME/TITLE/DEPT./EXT.): Jeffrey S. Polenske, P.E./City Engineer/Public Works/2400

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENTAL ACCOUNT (DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	N/A				
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$		
TOTALS:			\$		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX

N/A	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

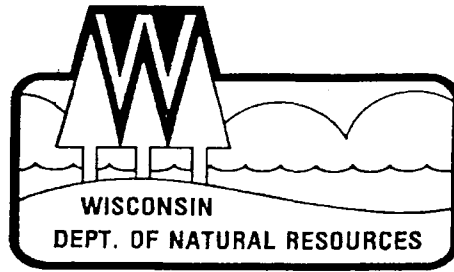
G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

. N/A

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

N/A

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**GENERAL PERMIT TO DISCHARGE UNDER THE
WISCONSIN POLLUTANT DISCHARGE ELIMINATION SYSTEM**

Under the authority of Chapter 283, Wisconsin Statutes, this permit applies to bypasses or overflows from sewage collection systems owned and operated by municipalities and non-municipal entities that do not own or operate a wastewater treatment plant. In this permit, the term

SANITARY SEWER OVERFLOWS (SSO)

is used to describe bypasses or overflows from sewage collection systems.

State of Wisconsin Department of Natural Resources
For the Secretary

By

A handwritten signature in cursive script that reads 'Russell Rasmussen'.

Russell Rasmussen
Director, Bureau of Watershed Management

February 28, 2006
Date of Signature

PERMIT TERM

Effective Date: March 1, 2006

Expiration Date: December 31, 2010

1 Applicability Criteria

This permit applies to sewage collection systems (sanitary sewers) tributary to a regional municipal sewerage system that receives and treats the wastewater.

The term "sanitary sewer overflow" (SSO), as used in this permit, means a discharge of sewage to waters of the state or to the land surface from a sanitary sewage collection system prior to the point the collection system enters the wastewater treatment plant. SSOs include discharges that occur on private property, except it does not include basement backups. A SSO could occur from permanently installed overflow structures or pipes that automatically or manually allow a discharge of wastewater, and from other discharge locations such as broken sewers or dislodged manhole covers caused by sewer surcharges.

1.1 Covered Facilities

This permit applies to the following owners of sewage collection system that discharge from their collection system and that have been granted coverage by the Department under this permit:

- Municipalities, as defined in s. 283.01(7), Wis. Stats. "Municipality" means any city, town, village, county, county utility district, town sanitary district, town utility district, school district or metropolitan sewage district or any other public entity created pursuant to law and have authority to collect, treat or dispose of sewage, industrial wastes or other wastes.
- Non-municipal entities that own, operate, and maintain an individual sewage collection system that is connected to another municipal sewerage system. This may include industrial and commercial establishments, mobile home parks, and health care facilities.

1.2 Facilities Not Covered

This permit is not applicable to:

- Individual private residences.
- Sewerage system owners who have been issued an individual WPDES permit for overflows of wastewater from their sewage collection system and/or treatment plant.
- Municipal wastewater treatment plants.
- Industrial wastewater collection systems or treatment plants.

Note: Sewage collection system owners that have a SSO, including discharges from permanently installed overflow structures or pipes, and have not been granted coverage under this permit may be discharging without a permit, a violation of s. 283.31(1), Wis. Stats. Discharges of untreated sewage are subject to the reporting requirements of s. 283.55(1)(dm), Wis. Stats.

2 Permit Conditions and Monitoring Requirements

2.1 Unscheduled SSO

Any unscheduled SSO of wastewater from the collection system is prohibited, and the Department may take enforcement action against a permittee for such occurrences under s. 283.89, Wis. Stats., unless:

- The SSO was unavoidable to prevent loss of life, personal injury, or severe property damage;
- There were no feasible alternatives to the SSO, such as the use of auxiliary treatment facilities, retention of untreated sewage, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a SSO which occurred during normal periods of equipment downtime or preventive maintenance; and
- The permittee notified the Department as required in Section 2.2.

If a permittee covered under this general permit has an unscheduled SSO from the sewage collection system that are prohibited under this section, or causes a bypass or overflow in the municipal sewerage system that receives the wastewater, the Department may take one or more of the following actions:

- Initiate appropriate enforcement action.
- Withdraw coverage under this general permit.
- Issue an individual permit in accordance with s. 283.35(3), Wis. Stats.
- Impose a moratorium on approvals for new sanitary sewer extension requests in accordance with s. NR 110.05(2)(b) and s. NR 110.05(4)(b)2., Wis. Adm. Code.

Each SSO occurrence shall be reported according to the compliance maintenance requirements in s. NR 208.05(3)(m), Wis. Adm. Code (refer to Section 2.7).

2.2 SSO Reporting Requirements

Whenever there is a SSO from the collection system, the permittee shall notify the Department within 24 hours of initiation of the SSO occurrence by telephoning the wastewater staff in the regional office as soon as reasonably possible (FAX, email or voice mail, if staff are unavailable).

In addition, the permittee shall within 5 days of conclusion of the SSO occurrence report the following information to the Department in writing:

- Reason the SSO occurred, or explanation of other contributing circumstances that resulted in the SSO event. If the SSO is associated with wet weather, provide data on the amount and duration of the rainfall or snow melt for each separate event.
- Date the SSO occurred.
- Location where the SSO occurred.
- Duration of the SSO and estimated wastewater volume discharged.
- Steps taken or the proposed corrective action planned to prevent similar future occurrences.
- Any other information the permittee believes is relevant.

Also, submit a copy of the written report to the owner of the regional municipal sewerage system to which the sewage collection system is tributary.

Notes:

For the written notification of the SSO please use DNR Form 3400-184. This form is recommended because it identifies all the necessary information to report with a space to write in a response or check a box. An equivalent written notification is also acceptable. The DNR web site listed below contains a pdf copy of the form that can be printed, filled out, and mailed to the Department.

<http://dnr.wi.gov/org/water/wm/ww/sanitary%20sewer%20overflow%20reporting%20form.htm>

An occurrence may be more than one day if the circumstance(s) causing the SSO results in a discharge duration more than 24 hours. If there is a stop and restart of the SSO within the 24 hours, but it's caused by the same circumstances, report it as one SSO. If the SSOs are separated by more than 24 hours, they should be counted as separate SSOs.

The duration of the SSO is the amount of time sewage may have discharged, and is not the same as the length of time precipitation occurred. An estimate of the wastewater volume must be provided. Do not report unknown. A range of the potential SSO amounts may be calculated knowing the flow capacity of the sewer and the SSO duration.

2.3 Rain Gauge

The permittee shall provide accurate rainfall data for the reporting under Section 2.2.

- (a) Permittees with permanently installed overflow structures present within their sewage collection system shall maintain at least one rain gauge or have access to rainfall data from a nearby existing official gauging station.
- (b) Permittees without permanently installed overflow structures within their sewage collection system are not required to maintain an individual rain gauge, unless required in writing by the Department. Rainfall data may be obtained from the nearest existing official gauging station.

2.4 Recording Devices

All permanently installed overflow structures within the permittee's sewage collection system shall be equipped with the following:

- (a) A device that gives positive physical evidence of each SSO occurrence. Alternatively, the Department may allow installation of a manually operated water tight gate or valve that requires deliberate activation, instead of an occurrence indicating device. The permittee must provide a written request and receive written Department approval for the alternative.
- (b) A device or other method to determine or estimate the duration and volume of a SSO.

2.5 Inspections

All permanently installed overflow structures within the permittee's sewage collection system shall be inspected within 24 hours of the conclusion of each rainfall and/or snow melt event which totals 3/4-inch or greater in a 24-hour period for evidence of any SSO occurrence. The Department, by written notification to the permittee, may require an inspection following any rainfall and/or snow melt event if information indicates events less the 3/4-inch may cause a SSO from the permittee's sewage collection system. Manually activated gates and valves are excluded from this inspection requirement.

2.6 Reporting of SSO to Drinking Water Intake Owners

Whenever there is an unscheduled or scheduled SSO within the permittee's sewage collection system (see Section 2.1 and Standard Requirement 3.13), the permittee shall notify or otherwise assure notification of the owner of all drinking water intakes located in surface water in the vicinity of the discharge as quickly as practicable, but no longer than 8 hours after becoming aware of the overflow. This notification shall include, at minimum, the drinking water intake owners shown in Table 1.

Each of the drinking water intake owners listed in Table 1 has a corresponding regional municipal sewerage system POTW (publicly owned treatment works) that the Department has determined is in the vicinity of the water intake. If a SSO occurs anywhere from a collection system that's tributary to a POTW listed in Table 1, it may potentially impact the corresponding water intake. Such owners of sewage collection systems covered by this general permit must notify the drinking water intake owner whenever a SSO occurs.

For example: The Village of Greendale has a collection system tributary to the Milwaukee Metropolitan Sewerage District. There are five listings for drinking water system owners associated with the regional municipal sewerage system that Greendale is tributary to (Milwaukee Metropolitan Sewerage District POTW). If Greendale has a SSO, whether it runs into a ditch and soaks into the soil, or drains into a storm sewer, the Village must notify all five water utilities (Cudahy Waterworks, Milwaukee Waterworks, North Shore Water Commission, Oak Creek Waterworks, and South Milwaukee Waterworks).

Table 1

DRINKNG WATER SYSTEM OWNER	DRINKING WATER SOURCE	REGIONAL MUNICIPAL SEWERAGE SYSTEM
Appleton Waterworks	Lake Winnebago	Appleton POTW or Neenah-Menasha Sewerage Commission POTW
Ashland Water Utility	Lake Superior	
Cudahy Waterworks	Lake Michigan	Milwaukee Metropolitan Sewerage District POTW
Green Bay, City of	Lake Michigan	Algoma POTW or Kewaunee POTW
Kenosha Waterworks	Lake Michigan	Kenosha POTW
Manitowoc, City of	Lake Michigan	Manitowoc POTW or Two Rivers POTW
Marinette, City of	Green Bay	Marinette POTW
Menasha Waterworks	Lake Winnebago	Appleton POTW or Neenah-Menasha Sewerage Commission POTW
Milwaukee Waterworks	Lake Michigan	Milwaukee Metropolitan Sewerage District POTW
Neenah Waterworks	Lake Winnebago	Appleton POTW or Neenah-Menasha Sewerage Commission POTW.
North Shore Water Commission	Lake Michigan	Milwaukee Metropolitan Sewerage District POTW
Oak Creek Waterworks	Lake Michigan	Milwaukee Metropolitan Sewerage District POTW
Oshkosh, City of	Lake Winnebago	Oshkosh POTW
Port Washington, City of	Lake Michigan	Port Washington POTW
Racine Waterworks	Lake Michigan	Racine POTW
Sheboygan, City of	Lake Michigan	Sheboygan POTW
South Milwaukee Waterworks	Lake Michigan	Milwaukee Metropolitan Sewerage District POTW
Superior Water, Light and Power Co.	Lake Superior	Superior POTW
Two Rivers, City of	Lake Michigan	Two Rivers POTW or Manitowoc POTW

2.7 Compliance Maintenance Annual Report

Effective January 1, 2006, the compliance maintenance requirements of ch. NR 208, Wis. Adm. Code applies to the owners of sanitary sewer collection systems covered by a WPDES permit. A Compliance Maintenance Annual Report (CMAR) shall be completed using information obtained over each calendar year regarding the permittee's sewage collection system. The CMAR shall be submitted by the permittee, in accordance with ch. NR 208, Wis. Adm. Code, by June 30 each year on an electronic report form provided by the Department. The DNR web site listed below provides information on the CMAR program requirements, including a section that is applicable to sewage collection system owners.

<http://dnr.wi.gov/org/water/wm/ww/cmar.html>

In the case of a publicly owned sewage collection system, a resolution shall be passed by the governing body and submitted as part of the CMAR, verifying its review of the report and providing responses as required. Private owners of sewage collection systems are not required to pass a resolution; but they must provide an Owner Statement, and responses as required, as part of the CMAR submittal.

A separate CMAR certification document, that is not part of the electronic report form, shall be mailed to the Department at the time of electronic submittal of the CMAR. The CMAR certification shall be signed and submitted by an authorized representative of the permittee. The certification shall be submitted by mail. The certification shall verify the electronic report is complete, accurate, and contains information from the owner's treatment works.

Sewage collection system owners submitting a CMAR to the Department required under Section 2.7, shall also submit all CMAR documents to the owner of the regional municipal sewerage system to which the sewage collection system is tributary.

3 STANDARD REQUIREMENTS

3.1 NR 205 Wisconsin Administrative Code

The conditions in ss. NR 205.07(1) and NR 205.07(3), Wis. Adm. Code, are included by reference in this permit. The permittee shall comply with all of these requirements, except for s. NR 205.07(1)(n), which does not apply to facilities covered under general permits. Selected s. NR 205.07 requirements are listed below for convenience.

3.2 Authorized Signature

Reports, records, and monitoring results required by this permit shall be signed by the permittees authorized representative or, in his or her absence, as described in s. NR 205.07(1)(g).

3.3 Inspection and Entry

The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to enter the permittee's premises, have access to records, and inspect and monitor the discharge as described in s. NR 205.07(1)(d).

3.4 Property Rights

As set forth in s. NR 205.07(1)(c), this permit does not convey any property rights of any sort, or any exclusive privilege.

3.5 Planned Changes

The permittee shall report to the Department any facility expansion, production increase or process modifications which will result in new, different or increased discharges of pollutants as set forth in s. NR 205.07(3)(c).

3.6 Water Quality Sampling and Testing Procedures

Sampling and laboratory testing procedures shall be performed as specified in s. NR 205.07(1)(p) and as set forth below. Sampling and analysis of effluent samples shall be performed as specified in chs. NR 218 and NR 219, Wis. Adm. Code, respectively and shall be performed by a laboratory certified or registered in accordance with the requirements of ch. NR 149, Wis. Adm. Code.

3.7 Recording of Results

For each effluent measurement or sample taken, the permittee shall record information as required in s. NR 205.07(1)(e).

3.8 Retention and Submittal of Reports, Records, Monitoring Results

The permittee shall retain records of all monitoring required by this permit and report monitoring results as set forth in ss. NR 205.07(1)(f) and (r) and as described below. Reports, records, and monitoring results required by this permit shall be retained by the permittee for the duration of this permit or three years after this data is generated, whichever is longer. All reports, records, and monitoring results required by this permit shall be submitted to the Department office identified in the cover letter accompanying this permit.

3.9 Continuation of an Expired General Permit

As provided in s. NR 205.08(9), the terms and conditions of this general permit shall continue to apply until this general permit is reissued or revoked or until an individual permit is issued for the discharge to which the general permit applied. The status of expired general permits and forms for requesting continued permit coverage can be accessed at the Department's web site.

<http://dnr.wi.gov/org/water/wm/ww/gpindex/gpinfo.htm>.

3.10 Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control which are installed or used by the permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operation staffing and training. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

3.11 Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any adverse impact on the waters of the state resulting from noncompliance with the permit.

3.12 Prohibited Wastes

Under no circumstances may the introduction of wastes prohibited by s. NR 211.10 Wis. Adm. Code, be allowed into the permittee's sanitary sewerage system. Prohibited wastes include those:

- (a) Which create a fire or explosion hazard in the treatment work;
- (b) Which may cause corrosive structural damage to the treatment works;
- (c) Solid or viscous substances in amounts which cause obstructions to the flow in sewers or interference with the proper operation of the treatment works;
- (d) Wastewaters at a flow rate or pollutant loading which are excessive over relatively short time periods so as to cause a loss of treatment efficiency; or
- (e) Changes in discharge volume or composition from contributing industries, which overload the treatment works or cause a loss of treatment efficiency.

3.13 Scheduled Overflows

Any construction or normal maintenance, which may result in an overflow of wastewater from the permittee's sanitary sewerage system, is prohibited unless authorized by the Department in writing. If the Department determines that there is significant public interest in the proposed action, the Department may schedule a public hearing or public notice a proposal to approve the bypass. Each request shall specify the following minimum information:

- (a) Proposed date of the overflow;
- (b) Estimated date of the overflow;
- (c) Alternative(s) to the overflow; and
- (d) Measures to mitigate environmental harm caused by the overflow.

SSO General Permit

SANITARY SEWER OVERFLOWS from SEWAGE COLLECTION SYSTEMS FACT SHEET

WPDES Permit No. WI-0047341-04-0

February 27, 2006

GENERAL DESCRIPTION

Sanitary sewer overflows (SSO) from sewage collection systems include all discharges of untreated sewage to waters of the state or to the land surface. Such overflows may occur from sewage pumping stations, sanitary manhole structures, and other places within the sewage collection system (excluding the wastewater treatment plant). An overflow may result from plugged or broken sanitary sewers, equipment failure or damage, power outage, and excessive infiltration and/or inflow (I/I) of clearwater (groundwater and storm water runoff) into sewers. Also, some communities in the state have collection systems with permanently installed overflow structures or pipes specifically designed to discharge sewage during surcharging or other high wastewater flow conditions.

The Department is authorized by state statutes to establish and administer the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, which regulates wastewater discharges, including sanitary sewer overflows. The SSO general permit may be used to regulate all applicable municipal and non-municipal entities that own and maintain a sewage collection system. The permit provides standard procedures for monitoring and reporting sewage overflow occurrences statewide. The sewage collection systems covered under this permit are tributary to a regional municipal sewerage system that receives and treats the wastewater. An individual WPDES permit is issued to these municipal sewerage systems, which discharge the treated wastewater to waters of the state.

The Department strongly encourages all municipal and non-municipal entities tributary to a regional sewerage system to adopt and participate in a coordinated on-going program of infiltration/inflow source identification, removal, and routine sewage collection system maintenance to minimize the potential for conditions that cause SSOs.

RATIONAL FOR PERMIT REQUIREMENTS

1. Applicability Criteria

The SSO general permit applies to municipalities (as defined in s. 283.01(7), Wis. Stats.) that own and operate an individual sewage collection system that is connected to a regional municipal sewerage system. The permit also covers selected non-municipal tributary entities, which may include certain industrial or commercial establishments, mobile home parks, and health care facilities, which, in the Department's judgment, may pose a reasonable potential for a sewage overflow. Non-municipal entities that would be considered for coverage include those who own and maintain a private sewage system with flow rates greater than a typical residence, have one or more sewage pumping stations, and lateral sewers lengths in excess of 200 feet. This general permit is not applicable to private residences, and facilities that are issued an individual WPDES permit. Individual permits similarly regulate overflows of sewage from sewage collection systems.

Sewage collection systems that actually discharge pollutants require a WPDES permit. This includes collection systems that have had a SSO at any time in the past, or a permanently installed overflow structure or pipe exists. An overflow structure or pipe located at a specific location allows for a diversion of sewage that is designed to discharge to the environment, such as into a ditch, into a storm sewer, directly into a river or lake, or onto the land surface. Such a diversion would occur when the sewer is surcharged and high wastewater flow exceeds the capacity of the sewer. Portable pumps to relieve sewer flows, or discharges from locations not intended to overflow such as manholes or pumping stations, are not considered permanently installed overflow structures.

A recent federal court ruling in another jurisdiction (*Waterkeeper Alliance et al. v. EPA*, 399 F.3d 486, 2nd Cir. 2005) has determined that under federal law NPDES permitting rules do not apply to “potential” discharges, but only to actual discharges of pollutants. If this decision applies to WPDES permittees in Wisconsin, the Department may lack the authority to issue a permit to a potential discharger, and some collection system owners could therefore decline coverage under the permit. If the collection system has never experienced a SSO in the past, and the collection system owner does not foresee any circumstances in the future when a SSO could occur, then a permit may not be required. The collection system owner is responsible for this determination. The cover letter that conveys coverage under the permit explains how to have the permit withdrawn. However, the Department encourages all collection systems to be covered under the general permit, because, if there is a SSO, and the collection system doesn’t have a permit, that is a violation for discharging without a permit.

2. Permit Conditions and Monitoring Requirements

- (1) An unscheduled SSO is prohibited and subject to enforcement action, except in limited circumstances because they are unavoidable or there is no feasible alternative. A scheduled overflow that occurs due to construction or maintenance of a sewage collection system is regulated differently, in accordance with Standard Requirement 3.13.

Noncompliance with the terms of the general permit may result in the following Department actions: (a) enforcement, (b) withdrawal of coverage under the general permit, (c) issuance of an individual permit with a compliance schedule requiring corrective action to eliminate SSOs, and (d) a moratorium on approvals for new sanitary sewer extension requests. In addition, each SSO occurrence receives points, and will be scored and graded according to the compliance maintenance annual report (CMAR) requirements in ch. NR 208, Wis. Adm. Code.

- (2) When a SSO occurs the permittee must notify the Department within 24 hours. The wastewater engineer or specialist in the regional office should be telephoned, but alternative messages are allowed. A follow-up written report must be sent to the Department within 5 days describing the situation and what is proposed to prevent future occurrences. The regional sewerage system receiving the wastewater must be copied on the report as a courtesy and for informational purposes.
- (3) One of the reporting requirements is rainfall data. In specified instances, a rain gauge must be provided within the area of the sewage collection system where overflows occur. Alternatively, the nearest existing rain gauging station (preferably less than 5 miles away) may be acceptable.
- (4) All permanently installed overflow structures must have recording devices to document if a SSO occurred, and record the duration and volume.
- (5) An inspection of each permanently installed automatic overflow structure is required within 24 hours after a ¼ inch 24-hour precipitation event, to look for any evidence of a SSO. The Department may specify that an inspection is required for smaller events.
- (6) If there is a drinking water intake in Lake Michigan, Lake Superior, or Lake Winnebago that could be impacted by a SSO, the permittee must notify the owner of the water intake as soon as possible. A table lists which water intakes are in the vicinity for each regional treatment sewerage system that must be notified.
- (7) A Compliance Maintenance Annual Report is required, which will summarize the status of the sewage collection system and any SSOs that occurred during the year. The CMAR program will be an evolving tool to collect data, help the Department determine reasonable goals, and measurements to determine compliance.

3. Standard Requirements

These requirements apply to all permittees, and reflect the general conditions contained in ch. NR 205, Wis. Adm. Code. They consist of permittee obligations, reporting requirements, and describe the proper operation of the sewage collection systems.

CHANGES FROM THE PREVIOUS GENERAL PERMIT REISSUANCE

The substance of the permit remains the same. The following changes are included in the reissuance:

- The previously used term of “bypasses or overflow” was replaced with “sanitary sewer overflow” or “SSO” to be consistent with EPA terminology and future DNR code revisions.
- New requirement added for notifying public drinking water supply owners if a SSO could impact it.
- Expanded on the reporting requirements in Section 2.3, with notes recommending use of DNR Form 3400-184 to report SSOs, and information to clarify common reporting problems.
- New requirement for submitting a Compliance Maintenance Annual Report (CMAR), which replaces the annual report previously in the permit.

The permit is being revoked and reissued because the addition of the CMAR needs to be included in the permit prior to the March 31, 2006 expiration date of the current permit. The permit is proposed for a five year term, but it may be revoked and reissued prior to expiration to include pending code revisions that will include requirements for developing and implementing a “Capacity, Management, Operation, and Maintenance” program (CMOM) to assure the proper operation of sewage collection systems.

SECOND PUBLIC NOTICE

The SSO general permit was public noticed again January 5, 2006, to allow additional time for comments. This request was made by some Milwaukee area permittees. The permit was first public noticed November 23, 2005 with a 30 day comment period. The comment period was extended until January 31, 2006. The following revisions were made to the permit since the first public notice:

- The note on the bottom of page 1, regarding the need for on going programs to eliminate SSOs, was deleted from the permit (but is retained in the fact sheet). The new Compliance Maintenance Annual Report and the activities associated with it, and in the future the CMOM program, will help accomplish reductions in SSOs.
- The first sentence in Section 1.3 “Occurrence of Frequent or Chronic SSOs) was revised by deleting the phrase “...or contributes to...”, because it was ambiguous. Also, the phrase “... frequent or chronic...” was replaced with “unscheduled” to avoid having to define what’s frequent or chronic, or limit the Department from taking action against a single occurrence of significance. This section was also moved to the end of Section 2.1 “Unscheduled SSO” , where it’s more appropriate.
- The reporting of a SSO to drinking water intake owners in Section 2.6 was clarified by providing an example. This notification is an EPA requirement and must be in the permit. The Department has taken the position that all SSOs must be reported to the drinking water intake owner (if the collection system is tributary to one of the listed regional POTWs). This avoids any judgment calls on what may be in the vicinity, and if the overflow could have an impact. In Table 1 the middle column heading was changed from “Surface Water Body” to “Drinking Water Source”.
- The permit term begins on March 1, 2006 instead of the previous January 1, 2006 because of the delay with the second public notice.
- Revisions were made to the fact sheet.

PUBLIC NOTICE COMMENTS

A total of 21 comment letters were received during the public notice period that ended January 31, 2006. All the comments were from the Milwaukee area (with the exception of a letter from EPA Region 5). The following is a summary of revisions to the permit and fact sheet in response to the comments that warranted a change, and other changes initiated by the Department:

- A note was added under the applicability criteria on page 2 that describes the determination to be made when a collection system owner experiences a SSO, but is not covered under this permit.

0 - A
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C -

4
13 1
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D 3

- The use of the term “sanitary sewer overflow” (or SSO) was questioned because it isn’t defined in State Statute or Administrative Code. The Department chose to use SSO in the permit reissuance instead of the term “bypasses or overflows”, which was used in the previous permits. It was clarified on the cover page and page 2 that SSO is the term used to describe bypasses or overflows. Use of SSO is consistent with current EPA regulations. Revisions to the definition in our administrative codes will be made as they are revised. Recent revisions to ch. NR 208, Wis. Adm. Code uses SSO. It’s important this permit be consistent with ch. NR 208 since the SSO permit contains CMAR requirements from this code.
- The definition of municipality was included in Section 1.1 “Covered Facilities”, for convenience to permittees to avoid having to look this up in state statute.
- A new note was added to the bottom of page 2 indicating that discharging without a permit is a violation, and the reporting of a SSO is required regardless of whether a WPDES permit is issued.
- Deleted Section 2.1 “Unauthorized Discharge” as unnecessary, and it also appears to be inconsistent with the permit because in some situations enforcement action would not be taken against a SSO if it qualifies as unavoidable or there is no feasible alternative.
- Revised the language in Section 2.4 “Recording Devices”, by eliminating the abnormal circumstances provision. It’s important there is flow monitoring at SSO locations to monitor the flow in the sewer to help understand the cause.
- Clarified the applicability of the compliance maintenance program to collection systems. Added a sentence to Section 2.7 “Compliance Maintenance Annual Report”, indicating that the effective date for the applicability of the CMAR requirements of ch. NR 208, Wis. Adm. Code was January 1, 2006. Added a sentence to the end of Section 2.1 “Unscheduled SSO”, to indicate that the occurrence of a SSO results in points in the CMAR scoring system.

Comments that did not result in a revision to the permit:

- Many letters requested restoration of two deleted provisions that qualified a SSO as not being subject to enforcement action in previous permits - inadvertent SSO from equipment damage, plugged or broken sewers, and power interruptions; and excessive storm drainage or runoff. EPA required the removal of these provisions, and the current language was established in consultation with EPA and conformance with their rules. The language for unscheduled SSOs in this general permit is the same as in the standard requirements of individual WPDES permits the Department issues.
- Many letters objected to the reporting of SSO to drinking water intake owners, because scientific evidence of health impacts is lacking, that the water intakes identified within the vicinity that could be impacted is arbitrary, and it would create unfounded public concern. This notification is required by EPA so it must be in the permit. It was the Department’s attempt to make this notification as simple as possible. If a SSO occurs, you provide notification immediately (could be as simple as sending out an email). Making an exact determination of whether a water intake could be impacted, and whether there is a health risk, could be very difficult and time consuming determinations. We don’t believe this is a burdensome notification. The phrase “or otherwise assures notification of” was added to Section 2.6, which would allow a third party (such as the regional treatment plant) to act as the clearinghouse for the tributary collection systems. The Department doesn’t share the opinion of raising unfounded public concerns about a SSO. To the contrary, the occurrence of a SSO is factual and should be public information, and it’s a concern. One comment letter recommended additional public notification, which we agree with, but lack the authority to include that in the permit.

Prepared by:
Paul W. Luebke, P.H. *Paul W. Luebke*
Wastewater Permits and Pretreatment Section
Bureau of Watershed Management



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090254

File ID: 090254

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution directing the proper City officers to execute the release of a joint water and underground conduit easement, located in North 10th Street from West Juneau Avenue to West Winnebago Street, in the 4th Aldermanic District.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Fiscal Note ,Cover Letter ,Easement ,Plat Map

Enactment Number:

Drafter:

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090254

..Number

090254

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution directing the proper City officers to execute the release of a joint water and underground conduit easement, located in North 10th Street from West Juneau Avenue to West Winnebago Street, in the 4th Aldermanic District.

..Analysis

This resolution authorizes and directs the proper City officers to execute a joint water and underground conduit easement release document WE727R and UG03R to release the joint water and underground conduit easement.

..Body

Whereas, The City obtained a joint 70-foot wide water and underground conduit easement WE727 and UG03 located in North 10th Street from West Juneau Avenue to West Winnebago Street recorded in 1995 when the street was vacated; and

Whereas, 60 feet of the street has been rededicated to the City and is now open right-of-way; and

Whereas, Both the water main and underground conduit fall with the 60-foot right-of-way; and

Whereas, The property owner has requested the release of the easement which now extends on both sides of North 10th Street for a width of 5 feet onto private property; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the proper City officers are hereby authorized and directed to execute a joint water easement release WE727R and underground conduit easement release UG03R, and the joint water and underground conduit easement release is hereto attached and made part of this resolution; and, be it

Further Resolved, That after said water and underground conduit easement release has been executed by the proper City officers, it shall be forwarded to the Department of Public Works for recording and proper distribution.

..Requestor

Department of Public Works

..Drafter

Infrastructure Services

MGL:slm

June 8, 2009

2009.04.27 Resolution Releasing W and U Conduit Easement

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: June 8, 2009

Original Fiscal Note Substitute

SUBJECT: Resolution authorizing and directing the proper City Officers to execute the release of a joint water and underground conduit easement, located in North 10th Street from West Juneau Avenue to West Winnebago Street in the 4th Aldermanic District.

B) SUBMITTED BY (Name/Title/Dept/Ext.): Jeffrey S. Polenske, P.E./City Engineer/Infrastructure Services Division/2400

- C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

- D) CHARGE TO: DEPARTMENTAL ACCOUNT (DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS:					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT SEPARATELY.

- | | | |
|------------------------------------|------------------------------------|--|
| <input type="checkbox"/> 1-3 YEARS | <input type="checkbox"/> 3-5 YEARS | |
| <input type="checkbox"/> 1-3 YEARS | <input type="checkbox"/> 3-5 YEARS | |
| <input type="checkbox"/> 1-3 YEARS | <input type="checkbox"/> 3-5 YEARS | |

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

June 8, 2009

To the Honorable, the Common Council

Subject: Release a water and underground conduit easement
(WE727R and UG03R) North 10th Street between
West Juneau Avenue and West Winnebago Street

Dear Council Members:

On January 20, 1995, a joint water and underground conduit easement (WE727 and UG03) was recorded with the County Register of Deeds. With the street vacation of North 10th Street between West Juneau Avenue and West Winnebago Street, the existing water main and underground conduit needed to remain in vacated North 10th Street so an easement was granted from the abutting property owners to the City over the full 70-foot wide street right-of-way.

North 10th Street was recently rededicated to a width of 60 feet as part of the Brewery Project. Now that the water main and underground conduit are located within the newly dedicated 60-foot wide street right-of-way, the easement is no longer necessary. However, since the original easement was 70 feet wide, there remains remnants of the easement on either side of the street for a distance of 5 feet per side. By releasing this easement, the properties on both sides of the street will be free of this encumbrance.

The attached resolution authorizes the proper City officials to execute the attached joint water and underground easement release document.

To the Honorable, the Common Council
June 8, 2009

We recommend adoption of this resolution.

Very truly yours,

Jeffrey Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

MGL:slm

Attachments

**WATER AND UNDERGROUND
CONDUIT EASEMENT
RELEASE WE727R UG03R**

Document No.

Release of a water and underground joint easement located in North 10th Street between West Juneau Avenue and West Winnebago Street.

Recording Area

RETURN TO:
City of Milwaukee
Infrastructure Services Division
841 N. Broadway, Room 810
Milwaukee, WI 53202

362-0441
362-0454
362-0452
362-0502
362-0503
362-0504
362-0511

Tax Key Numbers

**RELEASE OF CITY OF MILWAUKEE WATER AND UNDERGROUND CONDUIT
EASEMENT WE727R UG03R**

BE IT KNOWN, That the City of Milwaukee, a municipal corporation organized and existing under the laws of the State of Wisconsin, for valuable consideration to it in hand paid, the receipt thereof is hereby acknowledged, does hereby release a part of the following described real estate, as shown in attached Plan File Number WE727RUG03R, bounded and described as follows:

All of North 10th Street as originally platted (70 feet) which lies between the north line of West Juneau Avenue extended and the southwesterly line of West Winnebago Street extended, in said Southwest ¼ of Section 20.

Part of Tax Key Numbers:

362-0441	925 West Winnebago Street
362-0454	1003 West Winnebago Street
362-0452	1001 West McKinley Avenue
362-0502	1217 North 10 th Street
362-0503	1211 North 10 th Street
362-0504	1203 North 10 th Street
362-0511	926 West Juneau Avenue

The aforementioned joint water and underground conduit easement was granted to the City of Milwaukee by Pabst Brewing Company on October 1, 1994 and recorded at the Milwaukee County Register of Deeds on January 20, 1995 as Document Number 7046592.

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Thomas M. Barrett, its Mayor, and Ronald D. Leonhardt, its City Clerk, and countersigned by W. Martin Morics, Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be affixed this _____ day of _____, A.D., 20 _____.

Signed and sealed in presence of:

CITY OF MILWAUKEE

By: _____
Thomas M. Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

By: _____
W. Martin Morics, Comptroller

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____, day of _____, A.D., 20_____, Thomas M. Barrett, Mayor of the City of Milwaukee, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of the City of Milwaukee and acknowledged that he executed the foregoing instrument as such officer as the deed of the City of Milwaukee, by its authority, and pursuant to Resolution File Number _____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin
My Commission Expires _____

STATE OF WISCONSIN)
)ss.
 MILWAUKEE COUNTY)

Personally came before me this _____, day of _____, A.D., 20____, the above-named Ronald D. Leonardt, to me known to be the City Clerk of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission Expires _____

STATE OF WISCONSIN)
)ss.
 MILWAUKEE COUNTY)

Personally came before me this _____, day of _____, A.D., 20____, the above-named W. Martin Morics, to me known to be the Comptroller of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission Expires _____

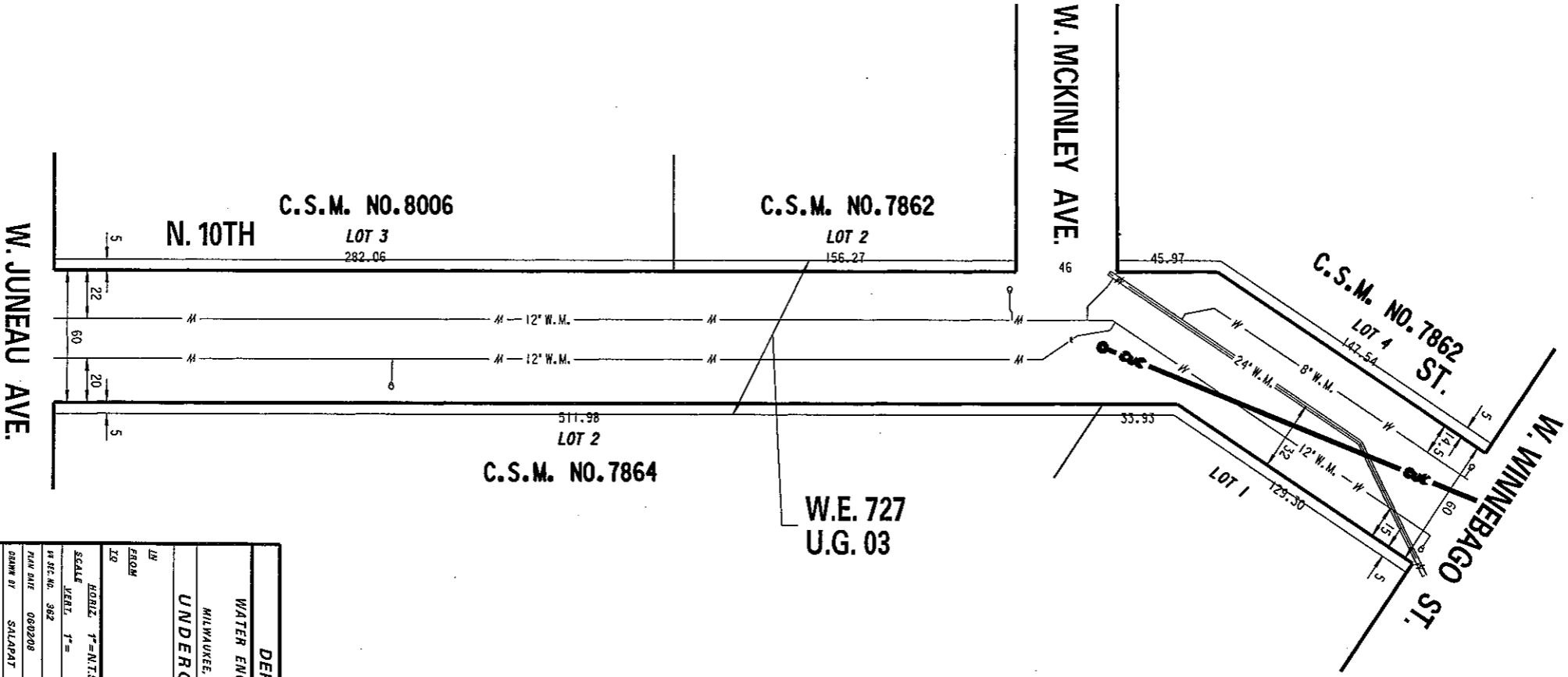
This instrument was drafted by the City of Milwaukee.

Approved as to contents
 Date: _____

 City Engineer, Jeffrey S. Polenske, P.E.

Approved as to form and execution
 Date: _____

 Assistant City Attorney, Gregg C. Hagopian



DEPARTMENT OF PUBLIC WORKS	
WATER ENGINEERING	INFRASTRUCTURE SERVICES
MILWAUKEE, WISCONSIN	MILWAUKEE, WISCONSIN
UNDERGROUND EASEMENT RELEASE	
N. 10TH STREET	
FROM W. JUNEAU AVENUE	
TO W. WINNEBAGO STREET	
SCALE: HORIZ. 1" = 40.0 FT.	DATE: 6/15/09
BY: [Signature]	DATE: 6/15/09
DESIGNED BY: [Signature]	DATE: 6/15/09
APPROVED BY: [Signature]	DATE: 6/15/09
FOR: [Signature]	DATE: 6/15/09
PLAN FILE NO. WE727R	DATE: 6/15/09
SHEET NO. 1 OF 1	DATE: 6/15/09
PLAN FILE NO. UG03R	DATE: 6/15/09



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090189

File ID: 090189

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution releasing the public access easement in the area of vacated South 7th Street north of West Washington Street, in the 12th Aldermanic District.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal Note ,Plat Map

Enactment Number:

Drafter: mgl

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090189

..Number

090189

..Version

ORIGINAL

..Reference

991768

..Sponsor

THE CHAIR

..Title

Resolution releasing the public access easement in the area of vacated South 7th Street north of West Washington Street, in the 12th Aldermanic District.

..Analysis

This resolution will eliminate from certain property an unnecessary public access easement.

..Body

Whereas, On January 27, 2000, a public access agreement was granted to the City of Milwaukee by the

United Community Center for the continuing operation of the remaining portion of public alley in the block bounded by West Washington Street, vacated South 7th Street, vacated South 8th Street and the North-South Freeway; and

Whereas, Common Council File Number 991768, adopted on March 21, 2000, authorized the acceptance of the public access easement between the City of Milwaukee and the United Community Center; and

Whereas, New development in the area will require the remaining portion of said alley to be vacated leaving this easement no longer necessary; and

Whereas, A proposed certified survey map for the area will create a new ingress/egress access easement to support the new development; now, therefore, be it

Resolved, That the Common Council of the City of Milwaukee hereby releases the public access easement, described as follows:

That part of Lots 9 and 11 in Block 23 and a portion of vacated South 7th Street in Walker's Point Addition, a recorded subdivision, in the Southwest ¼ of Section 32, Township 7 North, Range 22 East, described as follows: Commencing at the southeast corner of Lot 11; thence East, along the north line of West Washington Street, 31.40 feet to the point of beginning of the land to be described; thence continuing East, along said north line, 15.60 feet to a point; thence North 70.00 feet to a point; thence North 49°36'00" West 61.72 feet to a point; thence North 48°34'35" West 45.34 feet to a point on the south line of a 20.00 foot wide east-west alley; thence West, along said south line, 25.24 feet to a point; thence South 49°41'47" East 30.99 feet to a point; thence South 48°35'36" East 41.60 feet to a point; thence South 47°48'16" East 43.15 feet to a point; thence South 06°06'38" East 36.86 feet to a point; thence South 00°12'12" West 26.81 feet to the point of beginning; and, be it

Further Resolved, That the City Engineer is hereby directed to have a certified copy of this resolution recorded in the office of the Register of Deeds of Milwaukee County.

..Requestor
Department of Public Works
..Drafter
Infrastructure Services
MGL:slm
June 2, 2009

2009.04.21 Resolution Releasing Public Access

June 2, 2009

To the Honorable, the Common Council

Subject: Resolution releasing a public access easement in the area of
vacated South 7th Street north of West Washington Street
in the 12th Aldermanic District.

Dear Council Members:

The release of the subject public access easement granted to the City of Milwaukee by the United Community Center in conjunction with the proposed vacation of the remaining portion of the public alley in the block bounded by West Washington Street, vacated South 7th Street, vacated South 8th Street and the North-South Freeway will allow for a new development in this area. A proposed certified survey map will create a new ingress/egress access easement to support the development.

Therefore, it is recommended that this resolution be adopted.

No fiscal note is required per Section 50-4.2(3)(c) of the Milwaukee Code of Ordinances.

Very truly yours,

Jeffrey Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

MGL:slm
Attachments

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: June 2, 2009

Original Fiscal Note Substitute

SUBJECT: Resolution releasing the public access easement in the area of vacated South 7th Street north of West Washington Street, in the 12th Aldermanic District.

B) SUBMITTED BY (Name/Title/Dept/Ext.): Jeffrey S. Polenske, P.E./City Engineer/Infrastructure Services Division/2400

- C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

- D) CHARGE TO: DEPARTMENTAL ACCOUNT (DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS:					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT SEPARATELY.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

432

S.W. 1/4 SEC. 32, T.7N., R.22E.

St.

WALKER'S POINT

S. 7th St.

WALKER'S POINT

23 ADDITION

ADDITION

S. 8th

W. Washington St.

(76' R.O.W.)

St.

FILE NO.

INFRASTRUCTURE SERVICES DIVISION

MILWAUKEE, WISCONSIN

ASSIGNED TO: W.E. FUCHS

CH'K'D. BY: W.E. FUCHS

DRAWN BY: W.E.F.

DATE: APRIL 3, 2009

PROJECT/GRANT ND.: WK52360076

SCALE: 1" = 40'

APPROVED BY:

Marcia Lindholm

[Signature]

CENTRAL DRAFTING & RECORDS MANAGER

ENGINEER

PUBLIC ACCESS EASEMENT TO BE RELEASED



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090207

File ID: 090207

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution authorizing the City Comptroller to transfer funds to various State and Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and construction costs totaling \$845,617.49, City share is \$550,919.67 and the Grantor's share is \$294,697.82.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal Note ,Comptroller's Certification

Enactment Number:

Drafter: lg

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090207

..Number
090207

..Version
ORIGINAL

..Reference

..Sponsor
THE CHAIR

..Title

Resolution authorizing the City Comptroller to transfer funds to various State and Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and construction costs totaling \$845,617.49, City share is \$550,919.67 and the Grantor's share is \$294,697.82.

..Analysis

This resolution authorizes the City Comptroller to transfer funds to the previously established subaccounts

for the remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and construction costs in the amount of \$845,617.49. The City of Milwaukee's share is \$550,919.67 and the Grantor share is \$294,697.82.

..Body

Whereas, The Common Council has previously adopted resolutions authorizing the City Comptroller to transfer funds to various State and/or Federal Aid project subaccounts for preliminary engineering and construction; and

Whereas, Additional planning and review during the design stage and additional work during the construction stage have resulted in increased costs charged against the projects; and

Whereas, Additional funds are, therefore, necessary for the estimated remaining Wisconsin Department of Transportation and the City of Milwaukee preliminary engineering and construction costs for the projects; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is hereby authorized and directed to transfer funds to the project grant chartfields as follows:

Project Grant Value
State I.D. 1693-26-01
BR320021101
Marsupial Bridge Initiative - North Holton Street

Grantor Reimbursable Structures
SP032080100
Fund 0306
\$30,740.37

Project Grant Value
State I.D. 1730-07-90
ST320020315
Park East Freeway
North 6th/North Jefferson Street Lighting

City Share Non-Assessable Paving
Fund 0333
\$44,973.32

Project Grant Value
State I.D. 1693-26-71
BR320021110
Marsupial Bridge Initiative - North Holton Street

Grantor Reimbursable Structures
SP032080100
Fund 0306
\$126,309.56

Project Grant Value
State I.D. 2080-06-00
ST32001901
North Teutonia Avenue over
Union Pacific Railroad

City Share Non-Assessable Paving
ST320080000
Fund 0333
\$802.50

Project Grant Value
State I.D. 2235-00-70
ST30180810
South 6th Street
Menomonee Valley Viaduct

City Share Non-Assessable Paving
ST320080000
Fund 0333
\$249,804.75

Project Grant Value
State I.D. 2235-02-90
ST32091915
South 6th Street
West Ohio Avenue - West Hayes Avenue
 City Share Non-Assessable Paving
ST320080000
Fund 0333
\$2,280.77

Project Grant Value
State I.D. 2400-07-70
ST32092510
East Oklahoma Avenue
South Chase Avenue to South Clement Avenue

City Share Non-Assessable Paving
ST320080000
Fund 0333
\$15,484.05

Project Grant Value
State I.D. 2410-00-30
ST32010201
National Avenue
South 1st Street to South 12th Street

Grantor Reimbursable Paving
SP032080100
Fund 0306
\$3,160.93

Project Grant Value
State I.D. 3984-33-00
ST320042501
West Edgerton Avenue
South 20th Street/South 13th Street

City Share Non-Assessable Paving
ST320080000
Fund 0333
\$777.03

Project Grant Value
State I.D. 1730-07-01
ST32000702

Park East Freeway
STH 145, North 6th Street- North Jefferson Street

Grantor Reimbursable Paving
SP032080100
Fund 0306
\$87,336.17

Project Grant Value
State I.D. 2115-01-70
ST30683810
North Milwaukee Street
East Kilbourn Avenue/East Ogden Avenue

Grantor Reimbursable Paving
SP032080100
Fund 0306
\$47,150.79

Project Grant Value
State I.D. 2265-01-07
ST320060401
South Layton Boulevard and West National Avenue

City Share Non-Assessable Paving
ST320080000
Fund 0333
\$1,579.12

Project Grant Value
State I.D. 2265-01-77
ST320060410
South Layton Boulevard and West National Avenue

City Share Non-Assessable Paving
ST320080000
Fund 0333
\$18,564.45

Project Grant Value
State I.D. 2575-02-74
BR30682810
West Mill Road Bridge over
Menomonee River

City share Structures
BR300080000
Fund 0303
\$20,188.22

Project Grant Value
State I.D. 2668-00-70
BR30682910
North Hawley Road Viaduct
CP Rail System Underpass and Ramp
City Share Structures
BR300080000
Fund 0303
\$137,946.50

Project Grant Value
State I.D. 2661-01-70
ST320042410
South Clement Avenue
South Whitnall Avenue/East Howard Avenue

City Share Non-Assessable Paving
ST320080000
Fund 0333
\$58,518.96

Summary of projects in this resolution:
City Share Structures: \$158,134.72
City Share Non-Assessable Paving: \$392,784.95
Grantor Reimbursable Paving: \$137,647.89
Grantor Reimbursable Structures: \$157,049.93
..Requestor
Department of Public Works
..Drafter
Infrastructure Services Division
LG:amh
June 9, 2009
(8) Reso Vari Fed Sta Aid Pjec Saccou 060809.rtf

January 9, 2008

To the Honorable, the Common Council

Subject: Federal/State Aid Project Subaccounts

Dear Council Members:

Please find the attached resolution to authorize the City Comptroller to transfer funds to the subaccounts for various State and/or Federal Aid street and bridge improvement projects as listed in the body of the resolution.

Additional funds are necessary for the estimated remaining Wisconsin Department of Transportation (WISDOT) and City of Milwaukee preliminary engineering and construction costs for these projects.

We have, therefore, prepared and recommend adoption of the attached resolution authorizing the City Comptroller to transfer funds to the respective project subaccounts for the estimated remaining preliminary engineering and construction costs.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

LG:amh

Attachment

c: Mr. W. Martin Morics

bc: Ms. Lila Gorney
Mr. Robert Bryson
Ms. Cynthia Wisneski

CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** June 9, 2009

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution authorizing the City Comptroller to transfer funds to various State and/or Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and construction costs totaling \$845,617.49, City share is \$550,919.67 and the Grantor's share is \$294,697.82.

B) **SUBMITTED BY (Name/title/dept./ext.):** Jeffrey S. Polenske, PE / City Engineer / Infrastructure Services Division / extension 2400

C) **CHECK ONE:** ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:** DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
OTHER:	Capital Improvement Structure	BR300080000 Fund 0303	\$158,134.72		
	Capital Improvement Paving	ST320080000 Fund 0333	392,784.95		
	Grantor Reimbursable Paving	SP032080100 Fund 0306	137,647.89	\$137,647.89	
	Grantor Reimbursable Structures	SP032080100 Fund 0306	157,049.93	157,049.93	
TOTALS			\$845,617.49	\$294,697.82	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditures: \$845,617.49
<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Revenue: \$294,697.82
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

**Capital Grant Resolution Certification from the
Comptroller's Office**

The Comptroller's Office has reviewed Common Council Resolution File No. _____ for various WISDOT projects additional preliminary engineering and construction costs (City Share \$550,919.67 Grantor Share \$294,697.82) and approved the resolution as to:

- Sufficiency of funds
- Funding sources (per estimated **grant funding agreement**)
- Sufficiency of reporting for purposes of internal auditing

The following deficiencies were noted:

The resolution should be corrected and returned to the Comptroller's Office for review.

Signature: *C. Wisniewski*

Date: 6/9/09



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090218

File ID: 090218

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution authorizing the City Comptroller to transfer funds to a State and Federal Aid project subaccount for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering costs totaling \$50,000.00, with the City's share being \$28,241.60 and the Grantor's share being \$21,758.40.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal Note

Enactment Number:

Drafter: lg

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090218

..Number

090218

..Version

ORIGINAL

..Reference

081164

..Sponsor

THE CHAIR

..Title

Resolution authorizing the City Comptroller to transfer funds to a State and Federal Aid project subaccount for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering costs totaling \$50,000.00, with the City's share being \$28,241.60 and the Grantor's share being \$21,758.40.

..Analysis

This resolution authorizes the City Comptroller to transfer funds to the previously established subaccount for the remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering costs in the amount of \$50,000.00. The City of Milwaukee's share is \$28,241.60 and the Grantor share is \$21,758.40.

..Body

Whereas, The Common Council has previously adopted resolutions authorizing the City Comptroller to transfer funds to a State and/or Federal Aid project subaccount for preliminary engineering; and

Whereas, Additional planning and review during the design stage has resulted in increased costs charged and against the project; and

Whereas, Additional funds are, therefore, necessary for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering costs for the project; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is hereby authorized and directed to transfer funds to the project grant chartfield as follows:

Project Grant Value
State I.D. 2590-03-00
ST320042301
West Lisbon Avenue
North Sherman Boulevard to Soo Line Railroad

City Share Non-Assessable Paving
ST320080000
Fund 0333
\$28,241.60

Grantor Reimbursable Paving
SP032080100
Fund 0306
\$21,758.40
 Previously authorized for preliminary engineering: \$362,802.00
Current estimated cost of total project including this resolution: \$3,171,102.00
Original estimated cost of total project (Resolution #040400): \$1,533,935

Resolution total: \$50,000.00

..Requestor

Department of Public Works

..Drafter

Infrastructure Services Division

LG:amh

June 9, 2009

Reso Tfer Fnds Sta & Fed Aid 081164 060809.rtf

June 9, 2009

To the Honorable, the Common Council

Subject: Federal/State Aid Project Subaccount

Dear Council Members:

Please find the attached resolution to authorize the City Comptroller to transfer funds to the subaccount for a State and/or Federal Aid preliminary engineering project as listed in the body of the resolution.

Additional funds are necessary for the estimated remaining Wisconsin Department of Transportation (WISDOT) and City of Milwaukee preliminary engineering costs for this project.

We have, therefore, prepared and recommend adoption of the attached resolution authorizing the City Comptroller to transfer funds to the respective project subaccount for the estimated remaining preliminary engineering costs.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

LG:amh

Attachment

c: Mr. W. Martin Morics

bc: Ms. Lila Gorney
Mr. Robert Bryson
Ms. Cynthia Wisneski

CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** June 9, 2009

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution authorizing the City Comptroller to transfer funds to a State and/or Federal Aid project subaccount for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering costs totaling \$50,000.00, City share is \$28,241.60 and the Grantor's share is \$21,758.40.

B) **SUBMITTED BY (Name/title/dept./ext.):** Jeffrey S. Polenske, PE / City Engineer / Infrastructure Services Division / extension 2400

C) **CHECK ONE:** ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:** DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Capital Projects Fund	ST320080000 (Fund 0333)	\$28,241.60		
	Grantor Reimbursable Paving	SP032080100 (Fund 0306)	\$21,758.40	\$21,758.40	
TOTALS			\$50,000	\$21,758.40	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditures: \$50,000.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Revenues: \$21,758.40
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 090219

File ID: 090219

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 06/16/2009

File Name:

Final Action:

Title: Resolution approving a plat of right-of-way required to implement the Valley Passage Project and directing the proper City officials to execute the right-of-way plat and associated agreements.

Notes: cpc

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fscial Note ,Agreement and Plat Maps

Enactment Number:

Drafter:

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	06/16/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text:		This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE				
0	PUBLIC WORKS COMMITTEE	06/18/2009	REFERRED TO	CITY PLAN COMMISSION	07/17/2009		
	Action Text:		This Resolution was REFERRED TO to the CITY PLAN COMMISSION due back on 7/17/2009				
	Notes:		cpc				
0	PUBLIC WORKS COMMITTEE	06/24/2009					

Text of Legislative File 090219

..Number

090219

..Version

ORIGINAL

..Reference

070291

..Sponsor

THE CHAIR

..Title

Resolution approving a plat of right-of-way required to implement the Valley Passage Project and directing

the proper City officials to execute the right-of-way plat and associated agreements.

..Analysis

Resolution approving a plat of right-of-way required to implement the Valley Passage Project and authorizing and directing the proper City officials to execute the right-of-way plat and associated agreements.

..Body

Whereas, The City of Milwaukee, Department of Public Works (DPW), the Redevelopment Authority of the City of Milwaukee (RACM), Wisconsin Department of Transportation (WISDOT), Wisconsin Department of Natural Resources (DNR) and The Menomonee Valley Partners (MVP) are working in a cooperative effort to implement The Menomonee Valley Industrial Center and Community Park Master Plan (MVICCPMP); and

Whereas, The first component of the MVICCPMP is known as the Valley Passage Project; and

Whereas, The Valley Passage will provide bike/pedestrian connections from Pierce Street to the Hank Aaron State Trail (HAST) along Canal Street in the area of South 37th Street and include an approach, a box culvert under CP Rail tracks, a new bridge over the Menomonee River, and connections to the HAST West Allis trail; and

Whereas, Capital costs for the Valley Passage Project shall be funded by various federal grants with the local share associated with the grants to be provided by the DNR and/or private contributions at no cost to the City; and

Whereas, The funding plan for the Valley Passage and remaining elements of the MVICCPMP requires reallocation of an existing CMAQ grant secured by DPW originally intended for the HAST 44th Street project; and

Whereas, Future phases of the MVICCPMP are expected to provide additional bike/pedestrian connections and include a new bridge over the Menomonee River at 33rd Court, a bridge over CP Rail tracks to Mitchell Park, and trail extension through Airline Yards; and

Whereas, City participation in future phases of the MVICCPMP shall be authorized by future Common Council action; and

Whereas, As part of preliminary engineering for the Valley Passage Project, a right-of-way plat and associated agreements have been drafted to secure necessary real estate interests for the project and define implementation and maintenance responsibilities among the governmental entities; and

Whereas, The agreements to be executed by the proper City officials include the 2009 West Allis Trail Extension Agreement which identifies individual agreements to secure the necessary real estate interests; and

Whereas, Among other agreements, the 2009 West Allis Trail Extension Agreement incorporates individual agreements to be executed by the proper City officials including the stipulation that defines design, funding, construction, maintenance, and right-of-way responsibilities of the Valley Passage Project on Soo Line Railroad property; the Valley Passage Easement which secures real estate interests and defines maintenance responsibilities for the Valley Passage; and the Quit Claim Deed which transfers ownership of the Underpass (box culvert), wing walls, and bridge to the City of Milwaukee upon completion of construction; and

Whereas, The agreements to be executed by the proper City officials also include the Valley Passage Service Road Easement that secures the necessary real estate interests from the Wisconsin Department of Administration/Southeast Wisconsin Professional Baseball Park District/Milwaukee Brewers; and

Whereas, The agreements provide for an equitable division of implementation and maintenance responsibilities among the governmental agencies; and

Whereas, Because the Valley Passage will benefit City residents, it is proposed that the City contribute to

the project as follows:

- Provide assistance with patrolling, law enforcement and fire service
- Provide periodic good faith efforts to provide graffiti removal on underpass structure and wing walls
- Maintain any trail lighting
- Reimbursement of CP for CP maintenance of underpass structure
- Maintenance of retaining walls (but not landscaping within any retaining walls)

Whereas, It is anticipated that costs associated with maintenance activities will be funded through existing and future departmental Operation and Maintenance (O&M) budgets; now, therefore be it

Resolved, By the Common Council of the City of Milwaukee, that the right-of-way plat for Project I.D. 1693-38-00: Hank Aaron State Trail be approved and that the City Engineer and Commissioner of Public Works are authorized and directed to affix their signatures to the plat, a draft copy of which is attached to this resolution and is incorporated by reference as though set forth in full; and, be it

Further Resolved, That the proper City officials are hereby authorized to execute the 2009 West Allis Trail Extension Agreement along with applicable appendices including the stipulation, the Valley Passage Easement, and Quit Claim Deed for the underpass, wing walls, and bridge; along with the Valley Passage Service Road agreement; draft copies of which are attached to this resolution and are incorporated by reference as though set forth in full; and, be it

Further Resolved, That non-substantial changes to the right-of-way plat and associated agreements are hereby approved; and, be it

Further Resolved, That the City Engineer is authorized to request the WISDOT to reassign the 44th Street CMAQ grant to the DNR for use on the Valley Passage Project and/or future phases of the MVICCPMP; and, be it

Further Resolved, That the Commissioner of Public Works is authorized and directed to perform required maintenance as identified in the agreements with City forces and/or let contracts as necessary using O&M funding; and, be it

Further Resolved, That this resolution supersedes Common Council Resolution Number 070291.

..Requestor

Department of Public works

..Drafter

Infrastructure Services Division

MDL: ns

June 10, 2009

June 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090219 approves a plat of right-of-way required to implement the Valley Passage Project and directing the proper City officials to execute the right-of-way plat and associated agreements, in the 8th Aldermanic District.

Since the proposed right-of-way plat is not in conflict with City plans, the City Plan Commission at its regular meeting on June 22, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

Cc: Dave Misky

June 19, 2009

To the Honorable, the Common Council

Subject: Valley Passage Project
Right-of-Way Plat, Conveyance Documents

Dear Council Members:

The City of Milwaukee, Department of Public Works, Redevelopment Authority of the City of Milwaukee, Wisconsin Department of Transportation, Wisconsin Department of Natural Resources, and The Menomonee Valley Partners are working in a cooperative effort to implement The Valley Passage Project. The Valley Passage Project will provide bike and pedestrian connections from near south side neighborhoods to the Menomonee Valley and the Hank Aaron State Trail.

Capital costs for this project will be funded by various federal grants with the local share being funded by the DNR at no cost to the City of Milwaukee.

The right-of-way plat and associated conveyance documents have been prepared to secure the necessary real estate interests and define implementation, and maintenance responsibilities. The attached resolution authorizes the proper City officials to execute the right-of-way plat and associated agreements.

Your consideration of this file is appreciated.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

MDL: ns
Attachments

CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** June 10, 2009

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution approving a plat of right-of-way required to implement The Valley Passage Project and authorizing and directing the proper City officials to execute the right-of-way plat and associated agreements.

B) **SUBMITTED BY (Name/title/dept./ext.):** Jeffrey S. Polenske, PE / City Engineer / Infrastructure Services Division / extension 2400

C) **CHECK ONE:** ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:** DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

2009 West Allis Trail Extension Agreement

Main Agreement

Section

1. Agreement Details, Exclusions and Exceptions
2. Effective, Expiration and Termination Dates
3. Component Transactions
4. Other Provisions
5. Signatures

Appendices

- 1.0 QCD: CP to DNR of West Extension of West Allis Trail
- 2.1 Release of Easement: DNR to CP. Release of West Allis Easement
- 2.2 Easement: CP to DNR. Includes corrected West Allis Easement plus East Extension
- 3.1.A. Stipulation between the Wisconsin Department of Transportation, Wisconsin Department of Natural Resources, City of Milwaukee and the Soo Line Railroad Company for the Henry Aaron State Trail
- 3.1.B. Agreement for Railroad Work Force between the Department of Transportation and Soo Line Railroad Company
- 3.1.C. Standard General Provisions for Highway-Railroad Agreements
- 3.2.A. Valley Passage Easement: Among CP, DNR, DOT, RACM and City for new Valley Passage and underpass.
- 3.2.B. Bill of Sale: CP to DNR . Transfer title to existing 37th Street Pedestrian Tunnel.
- 3.2.C. Release: CP in regard to protective covenant governing the parcel at 3638 W. Pierce Street.
- 4.1 INTENTIONALLY OMITTED.
- 5.0 Definitions to Agreement
- 6.0 General Provisions applicable to all transactions.
- 7.0 Sale Provisions applicable to the West Extension Component.
- 8.0 Provisions governing whole Agreement.

Exhibits

- 1 Map showing West Allis Extension Property (see §3.A.).
 - 2 Map showing easement over East End Extension Property (see §3.B.).
 - 3 Map showing Valley Passage Property (see §3.C.).
-

1. AGREEMENT DETAILS AND EXCEPTIONS

A. Parties:

S00 LINE RAILROAD COMPANY, a Minnesota Corporation doing business as Canadian Pacific ("CP") with general offices at:

Address	Contact Info	
Real Estate Department 501 Marquette Ave. Suite 1525 Minneapolis, Minnesota 55402	Name:	David S. Drach
	Phone:	(612) 904-6139
	Fax:	(612) 904-6147
	Email:	david_drach@cpr.ca

and

WISCONSIN DEPARTMENT OF NATURAL RESOURCES ("DNR")

Address	Contact Info	
Bureau of Facilities and Lands 101 S Webster St PO Box 7921 Madison Wisconsin 53707-7921	Name:	Richard E. Steffes
	Phone:	(608) 266-0201
	Fax:	(608) 267-2750
	Email:	Richard.Steffes@Wisconsin.gov

and

WISCONSIN DEPARTMENT OF TRANSPORTATION ("DOT")

Address	Contact Info	
Office of General Counsel 4802 Sheboygan Ave., Room 115B PO Box 7910 Madison Wisconsin 53707-7910	Name:	James Thiel
	Phone:	(608) 266-0201
	Fax:	(608) 267-2750
	Email:	Jim.thiel@Wisconsin.gov

and

THE CITY OF MILWAUKEE, WISCONSIN ("CITY")

Address 1	Contact Info	
Department of Public Works Zeidler Municipal Building, Room 919 841 North Broadway Milwaukee, Wisconsin 53202	Name:	Dave Windsor
	Phone:	(414) 286-0459
	Fax:	(414) 286-0663
	Email:	dwinds@milwaukee.gov

Address 2	Contact Info	
City Attorney's Office City Hall, Room 800 200 East Wells Street Milwaukee, Wisconsin 53202	Name:	Gregg Hagopian
	Phone:	(414) 286-2620
	Fax:	(414) 286-8550
	Email:	ghagop@milwaukee.gov

B. Background, Location, Definitions and Scope.

(i) Background

- (a) On October 12, 2006 CP sold to DNR approximately 5.25 miles of its so-called West Allis Line rail corridor. That transaction included the transfer of fee title to most of the West Allis Line, plus an easement for trail purposes extending over 1,000 feet east past the eastern terminus of the land sale.
- (b) CP owns land and operates rail lines that connect to the easterly and westerly ends of the West Allis Line rail corridor.
- (c) The DNR and other public and private entities, seek to acquire additional CP land and to utilize CP's active rail corridors to expand the connectivity and reach of recreational trails within the City of Milwaukee and adjoining communities.

(ii) Exclusions and Exceptions: The Stipulation between the DOT, DNR, CITY and CP (**Appendix 3.1.A.**) and the Track Work Force Agreement between DOT and CP (**Appendix 3.1.B.**) shall be considered stand alone documents which are separate and distinct from all and every provision(s) of the 2008 West Allis Trail Extension Agreement, its Appendices and Exhibits.

(iii) Location

The land encompassed by this agreement is located in

- (a) Milwaukee, Milwaukee County, Wisconsin;
- (b) Wauwatosa, Milwaukee County, Wisconsin; and
- (c) Brookfield, Waukesha County, Wisconsin

(iv) Definitions

- (a) **"Agreement"** and **"2009 West Allis Trail Extension Agreement"** shall mean this document together with all its subparts, exhibits and appendices.
- (c) **"Main Agreement"** shall mean this document and is subject to the Exclusions and Exceptions provided for in this document.

(b) “**Component**” means one of the four transactions contemplated by this Agreement

(c) **Other Definitions:** The definitions set forth in **Appendix 5.0** shall apply to the entire Agreement.

(v) **Scope**

The scope of this Agreement is to correct a previous error in the description of the West Allis Easement, and to coordinate several new elements that will extend the West Allis Trail (being part of the Hank Aaron State Trail, a mixed-use trail) and to connect it to other recreational corridors. This Agreement creates commitments to enter into the Component Transactions and to embody terms and provisions that are preliminary to the consummation of a Component, or that are common the Components.

2. EFFECTIVE, EXPIRATION AND TERMINATION DATES:

A. **Effective Date:** The effective date of this Agreement shall be **JULY 9, 2009**, but in no event shall this Agreement be effective for any reason if it is not signed by all parties hereto.

B. **Termination Date:** This Agreement does not terminate as a whole unless all Components to this Agreement terminate as provided herein or any appendices hereto in respect to a Component.

3. COMPONENT TRANSACTIONS:

A. **West Allis Extension.** CP agrees to sell and DNR agrees to buy the West Allis Extension Property located in Wauwatosa, Milwaukee County, Wisconsin, and Brookfield, Waukesha County, Wisconsin and generally shown upon the map appended hereto as **Exhibit 1**. Neither CITY nor the Redevelopment Authority of the City of Milwaukee (“RACM”) has duties concerning the West Allis Extension Component.

(i) **Form of Agreement.** The West Allis Extension Property will be conveyed by CP to DNR at closing via quit claim deed in substantially the form attached hereto in **Appendix 1.0**. An original copy of the quit claim will be filed in each of the counties in which the West Allis Extension Property is located.

(ii) **Consideration.** In consideration of the sale of the West Allis Extension Property, DNR agrees to pay to CP at closing the sum of

ONE-HUNDRED SEVENTY-FIVE THOUSAND TWO-HUNDRED EIGHTY FOUR and NO/100 Dollars (\$175,284.00).

by means of certified or cashier’s check, or electronic funds transfer.

(iii) Closing. Closing on this component transaction will occur at a mutually-agreeable date and location within 120 days of the Effective Date of this Agreement. If agreed between the parties, closing may occur via mail or in escrow.

B. **East End Extension**. CP agrees to grant to DNR an easement in Milwaukee, Milwaukee County, Wisconsin over the East End Extension Property generally shown upon the map appended hereto as **Exhibit 2**, and CP and DNR agree to correct an error in the description of the West Allis Easement by incorporation of a corrected description in the conveyance of an easement for the East End Extension. Neither CITY nor RACM has duties concerning the East End Extension Component.

(i) Form of Agreements.

(a) Correction to West Allis Easement. DNR will release and convey to CP at closing in substantially the form attached hereto in **Appendix 2.1** the rights granted to it on October 12, 2006 in respect to the West Allis Easement.

(b) Reconveyance. The corrected West Allis Easement and an additional easement for the East End Extension Property will be conveyed at closing by CP to DNR via easement grant in substantially the form attached hereto in **Appendix 2.2**.

(ii) Consideration. In consideration of the grant of an Easement for the East End Extension, DNR agrees to pay to CP at closing the sum of

TWO-HUNDRED ONE THOUSAND and NO/100 Dollars (\$201,000.00)

by means of certified or cashier's check, or electronic funds transfer.

(iii) Closing. Closing on this component transaction will occur at a mutually agreeable date and location within 120 days of the Effective Date of this Agreement. If agreed between the parties, closing may occur via mail or in escrow.

C. **Valley Passage**.

(i) Conveyances

(a) CP agrees to sell to DNR and DNR agrees to purchase the Ped. Tunnel; and

(b) CP agrees to grant to DNR an easement for the Valley Passage Property in Milwaukee, Milwaukee County, Wisconsin generally shown upon the map appended hereto as **Exhibit 3**.

(ii) Form of Stipulation and Agreements.

(a) DNR, DOT, CITY and CP will execute a Stipulation and Work Force Agreement for the construction of the New Rail Bridge and realignment and changes to track and other railroad infrastructure. The Stipulation and the Work Force Agreement included, respectively, as **Appendix 3.1.A**. and

Appendix 3.1.B., are not a part of this Main Agreement, but are referred to herein for convenience purposes only

- (b) CP will convey title to the Ped. Tunnel to DNR via Bill of Sale in the form attached hereto in **Appendix 3.2.B.**
 - (c) CP will grant to DNR and the CITY an easement for the Valley Passage in the form attached hereto in **Appendix 3.2.A.**
 - (d) CP will release in the form attached hereto in **Appendix 3.2.C.** the protective covenant governing the parcel at 3638 W. Pierce Street.
- (iii) Consideration. In consideration of the grant of the Easement for the Valley Passage, DNR agrees to pay CP at closing the sum of

ONE and No/100 Dollars (\$1.00)

and agrees to assume and pay all costs and expenses in connection with the construction of the New Rail Bridge and realignment and changes to track and other railroad infrastructure set forth in **Appendix 3.1.A.** and **Appendix 3.1.B** and to perform the duties required of it under **Appendix 3.2.A.**

- (iv) Closing: Closing on this component transaction will occur at a mutually-agreeable date and location within 30 days of the Effective Date of this Agreement. If agreed between the parties, closing may occur via mail or in escrow. CP, DNR, DOT and CITY will, at Closing, execute the easement agreement at **Appendix 3.2.A.** At Closing, the signed originals of the Bill of Sale (**Appendix 3.2.B**) and the Release regarding 3638 W. Pierce (**Appendix 3.2.C**) shall be held in trust by DNR and may only be released if no Termination Notice is timely recorded as per § 5.B. below.

4. OTHER PROVISIONS

A. General Provisions.

The General Provisions contained in **Appendix 6.0** shall apply to all Components of this Agreement.

B. Sale Provision.

The Sale Provisions contained in **Appendix 7.0** shall apply to the West Allis Extension Component of this Agreement.

C. Whole Agreement.

The Provisions contained in **Appendix 8.0** shall apply to the entire Agreement.

D. Exclusions and Exceptions.

Appendices 3.1.A. and 3.1.B. are not a part of this Main Agreement and are referred to herein for convenience purposes only.

5. FINANCING AND REAL ESTATE CONTINGENCY.

A. CP's, CITY's, RACM's, and DOT's duties regarding the Valley Passage Component Transaction referred to herein, under **Appendix 3.1.A.** and under **Appendix 3.2.A.** are contingent upon those parties determining, in their reasonable discretion and in good faith:

(1) that adequate funds are available to DOT to construct and complete the Underpass and Improvements (as defined in the Valley Passage Easement, **Appendix 3.2.A.**), from whatever source (including donations from or through Menomonee Valley Partners, Inc., "MVP," and/or funds, including local-sponsor funds, from DNR), and at no cost to CP, DOT, CITY or RACM.

DNR understands that CITY, RACM, DOT and/or CP may terminate the Valley Passage Easement and Valley Passage Component of this transaction if adequate funding is not secured; and

(2) that the DNR owns good and marketable fee simple title to the parcels at:

- **3628 W. Pierce Street**, Milwaukee (tax key no. 436-0004-100-3) (currently owned by Valley Passage, LLC, Steven Mech, Registered Agent), west of the west wall of the existing building on that parcel;
- **3638 W. Pierce Street**, Milwaukee (tax key no. 436-0006-000-8) (currently owned by Valley Passage, LLC, Steven Mech, Registered Agent); and
- **3700 W. Pierce Street**, Milwaukee (tax key no. 436-0007-000-3) (currently owned by Watson Family Enterprises, LLC)

(together, herein called, the "**Approach Parcel**") so as to enable DNR, as contemplated by this Component (and **Appendix 3.2.A.**), to convey an easement in and to the Approach Parcel to itself, the CITY, RACM and the public to allow the Approach Parcel to be used for a recreational trail, meeting ADA requirements, and for the entrance-way to the Valley Passage, and so the Approach Parcel may be used for improvements required as part of the valley passage (including the Underpass and Improvements contemplated by the Valley Passage Easement).

DNR, at no cost to CP, DOT, CITY or RACM, intends to acquire the Approach Parcel and understands that CITY, RACM, DOT and/or CP may terminate the Valley Passage Easement and Valley Passage Component of this transaction if the Approach Parcel is not secured.

B. On or before 5 P.M. on **January 10, 2010**, DNR shall provide written assurance to CP, DOT and CITY informing them that adequate funds are available for construction and completion of the Underpass and Improvements (¶5.A(1)).

On or before 5 P.M. on **October 1, 2009**, DNR shall provide to CP, DOT and CITY written assurance of DNR ownership of fee simple title in and to the Approach Parcel (¶5.A(2)) along with a copy of the deed or deeds to DNR confirming such, and a recent title insurance commitment or policy indicating such and absence of encumbrances that would interfere with the Approach Parcel for the purposes contemplated by the Valley Passage Easement.

If DNR fails, or is unable, to provide either such notice as required (the ¶5.A(1) notice or the ¶5.A(2) notice and materials), then any of CP, RACM, CITY or DOT may, on or before **October 31, 2009** (in the case of ¶5.A(2), the Approach Parcel assurance and that notice), and on or before **February 28, 2010** (in the case of ¶5.A(1), the funding assurance and that notice), provide a Termination Notice to the other parties hereto and record same (or a memorandum thereof) in the Milwaukee County Register of Deeds Office to terminate the Valley Passage Easement document and interests created thereunder. In the event such Termination Notice is so provided and recorded, the Valley Passage Component Transaction hereunder, the Stipulation, and the Valley Passage Easement shall terminate, and DNR shall promptly return to CP the signed originals of the Bill of Sale (**Appendix 3.2.B**) and the Release regarding 3638 W. Pierce (**Appendix 3.2.C**) that DNR shall have been holding in trust per § 3.C.(iii) above.

D. Neither the CITY nor RACM has any duty whatsoever with respect to any of (i) the West Allis Extension Property, (ii) the East End Extension Property, (iii) the West Allis Trail, (iv) any property not within the City of Milwaukee, or (v) construction of, or payment of the construction costs to initially build, the Underpass and Improvements.

{The remainder of this page is intentionally blank. The next two pages, contain Section 6 and the signatures of the parties hereto }

6. SIGNATURES

This Agreement has been executed by the parties, as of the date first written above, as evidence of their agreement to be bound by the terms hereof.

CITY: CITY OF MILWAUKEE	DNR: WISCONSIN DEPARTMENT OF NATURAL RESOURCES
By: _____ Mayor Tom Barrett Per Common Council File No. 090219	By: _____ Name Printed: _____
CITY CLERK	Countersigned:
_____ Ronald Leonhardt, City Clerk	By: _____ Name Printed: _____
Countersigned:	
By: _____	
_____ Michael J. Daun, Deputy Comptroller	
Milwaukee City Attorney Approval	
By: _____	
_____ GREGG C. HAGOPIAN Assistant City Attorney State Bar No. 1007373	
Date: _____	

DOT: WISCONSIN DEPARTMENT OF TRANSPORTATION	CP: SOO LINE RAILROAD COMPANY
<p>By: _____</p> <p>Name Printed: _____</p> <p>Countersigned:</p> <p>By: _____</p> <p>Name Printed: _____</p>	<p>By: _____</p> <p>Name Printed: David S. Drach Director, Real Estate Marketing, U.S.</p>

APPENDIX 1.0

DOCUMENT NUMBER

QUIT CLAIM DEED
(WEST ALLIS EXTENSION
PROPERTY)

This instrument was drafted by:

David S. Drach
Real Estate Department
Canadian Pacific
501 Marquette Ave.
Minneapolis, MN 55402

RESERVED FOR RECORDING DATA

Tax statements for the property
described in this instrument
should be sent to Grantee(s) at:

Wisconsin. Dept. Natural Resources
Bureau of Facilities and Land
Management
101 S. Webster Street
Madison, WI 53707-7921

Return Recorded Documents to:

Richard E. Steffes
Wisconsin. Dept. Natural Resources
101 S. Webster Street
Madison, WI 53707-7921

Dated as of _____, 2009.

PARCEL IDENTIFICATION NUMBER

For valuable consideration,

SOO LINE RAILROAD COMPANY ("Grantor") (also referred to herein as "Seller"), a corporation under the laws of the State of Minnesota, doing business as Canadian Pacific with its principal place of business located at 501 Marquette Ave. S., Suite 1525, Minneapolis, Minnesota 55402,

hereby conveys and quitclaims to

STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES ("Grantee")
(also referred to herein as "Buyer") .

real property in

Milwaukee and Waukesha Counties, State of Wisconsin,

described below, together with all hereditaments and appurtenances thereto. The real property is described as follows:

IN EXHIBIT A ATTACHED HERETO

the "**Property.**"

This deed does not convey after-acquired title.

As used in this paragraph, "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims); "**Environmental Law**" means the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and "**Hazardous Substance**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law. By accepting delivery of this Quit Claim Deed, Grantee, for itself, its directors, officers, agents, affiliates, predecessors, successors and assigns, and anyone acting on its behalf or their behalf covenants and agrees not to sue Grantor or its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that Grantee had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any unknown condition of the Property, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that:

- (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

SOO LINE RAILROAD COMPANY
(d/b/a Canadian Pacific)

By: _____
Director, Real Estate Marketing, U.S.

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing quitclaim deed was acknowledged before me this _____ day of _____ 20__ by David S. Drach, Director, Real Estate Marketing, U.S. of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public

Notary Seal

APPENDIX 2.1

DOCUMENT NUMBER

RELEASE OF EASEMENT

This instrument was drafted by:

David S. Drach
Real Estate Department
Canadian Pacific
501 Marquette Ave., Suite 1525
Minneapolis, MN 55402

RESERVED FOR RECORDING DATA

Return Recorded Documents to:

David S. Drach
Real Estate Department
Canadian Pacific
501 Marquette Ave., Suite 1525
Minneapolis, MN 55402

Part of 422-9999-000
Part of 423-9999-002

Dated as of _____, 2009.

PARCEL IDENTIFICATION NUMBER

THIS RELEASE OF EASEMENT is between

STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES ("DNR")

and

SOO LINE RAILROAD COMPANY, a Minnesota corporation, doing business as Canadian Pacific, ("CP")

WITNESSETH:

WHEREAS, by virtue of an Easement dated October 12, 2006 and recorded in the office of the register of deeds in and for Milwaukee County, Wisconsin on December 18, 2006, as Document Number 09355566, the "**Easement Agreement**," the DNR obtained from CP an easement for the construction, operation, repair, maintenance and replacement, of a recreational trail for pedestrian and non-motorized vehicles (motorized wheel chairs or other methods of powered mobility for disabled persons and maintenance and emergency vehicles shall be permitted), the "**Trail**," in, over, under and upon the following described real property in **Milwaukee County, Wisconsin**:

A parcel of land located in the Northeast ¼ of Section 35 and the Northwest ¼ and Southwest ¼ of Section 36, all in Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, and being more particularly described as

commencing at the Southwest corner of the Northeast corner of Section 35; thence North 88° 25' 42" East along the South line of said ¼ Section 2,344.89 feet;

thence North 01° 34' 18" West, 146.85 feet to the point on the centerline of the Soo Line Railroad Company and the point of beginning of this description;

thence North 10° 17' 22" East, 50.00 feet to a point on the Northerly right-of-way line of said railway;

thence South 79° 42' 38" East along said North line, 366.65 feet to a point of curvature;

thence continue Southeasterly 697.74 feet along said Northerly line, said line being the arc of a curve having a radius of 5,680.00 feet, it's center point to the North, a central angle of 07° 02' 18" and a long chord bearing South 83° 13' 47 East, 697.30 feet;

thence South 03° 26' 22" West, 50.00 feet to a point on the centerline of said railway;

thence Northwesterly 703.72 feet along said centerline, said line being an arc of a curve having a radius 5,730.00 feet, with it's center point to the North, a central angle of 07° 02' 18 and a long chord bearing North 83° 13'

APPENDIX 2.2

**CORRECTED WEST ALLIS EASEMENT &
EAST-END-EXTENSION- PROPERTY EASEMENT**

DOCUMENT NUMBER

EASEMENT

DRAFTED BY:
Richard E. Steffes, DNR

RESERVED FOR RECORDING DATA

Return to:
Richard E. Steffes
Wisconsin Department of Natural Resources
Bureau of Facilities and Land Management
101 S. Webster Street
Madison, WI 53707-7921

Dated as of _____, 2009.

PARCEL IDENTIFICATION NUMBER

In consideration of the sum of Ten Dollars and No Cents (\$10.00) the receipt whereof is hereby acknowledged,

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific, having its principal place of business at 501 Marquette Avenue, Minneapolis, Minnesota 55402, ("CP")

hereby grants unto

THE STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES ("DNR"), its successors and assigns

an easement for the construction, operation, repair, maintenance and replacement, of a recreational trail for pedestrian and non-motorized vehicles (motorized wheel chairs or other methods of powered mobility for disabled persons and maintenance and emergency vehicles shall be permitted), the "**Trail**," in, over, under and upon the following described real property in Milwaukee County, Wisconsin:

DESCRIBED ON EXHIBIT A ATTACHED

(the "**Property**.")

The easement rights granted herein for the Trail shall continue only so long as used for such purposes.

CP reserves unto itself, and its successors and assigns, the right and privilege:

- (i) to use said Property for any and all other purposes that are consistent with the use thereof for the purpose(s) permitted by this easement;
- (ii) the right to permit other parties to use said Property, so long as such use does not interfere with the purposes of this easement,
- (iii) to drive vehicles upon the Property if necessary or convenient to reach adjacent railroad tracks for maintenance purposes or in the event of an emergency, subject to the obligation and requirement of CP to promptly repair any damage that may occur to the Trail from such use to the satisfaction of the DNR;
- (iv) and further reserving the right to prevent the placement or maintenance of any Trail improvement upon said Property which would unreasonably interfere with the maintenance and safe and continuous operation of any adjacent railroad tracks and facilities.

CP reserves the title to said Property to itself, and DNR's maintenance and use for the above purposes upon said Property, however long continued, shall not vest in DNR rights adverse to those of CP other than those granted by this indenture.

DNR shall be responsible for determining the location and existence of any pipes, wires, conduits, sewers, piling or other obstructions to the construction of DNR's Trail and to the extent provided by law, shall indemnify, hold harmless and defend CP from and against any and all

liability for damage to the foregoing pipes, wires, conduits, sewers, piling or other obstructions, if any, caused by the construction or maintenance of DNR's Trail. CP makes no representation by the granting of this easement that its property is free of any such pipes, wires, conduits, sewers, pilings or other obstructions.

CP hereby conveys to DNR the commercial grade chain link fence that is partially completed along portions of the southerly and easterly lines of the Property. DNR agrees to assume responsibility for completing the construction of said fence along the Southerly boundary of the property and shall thereafter assume responsibility for maintenance, repair, replacement and removal thereof.

DNR assumes all risk of damage to or destruction of the Trail and the Fence through any cause whatsoever while located upon and across the Property, including as may result from the operation of railroad trains and rolling stock, but excepting as may result from CP's intentional malicious misconduct, or that CP is responsible for repairing as may otherwise explicitly set forth herein.

DNR shall:

- (a) be familiar with the requirements of, comply with, and secure at DNR's own expense any permits or licenses required by, all applicable laws, regulations, ordinances, and standards, including without limitation all Environmental Laws;
- (b) upon written request by CP, provide CP with the results of appropriate reports and tests and with any other applicable documents to demonstrate that DNR has complied with all Environmental Laws relating to the Property;
- (c) not in any manner cause or allow the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance;
- (d) not, without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Property;
- (e) not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property;
- (f) promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release;
- (g) promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United

States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning any Release of a Hazardous Substance on, to or from the Property, or any alleged violation of or responsibility under any Environmental Law relating to the Property; and

- (h) promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property that gives rise to any liability, claim, cause of action, obligation, demand, fine, penalty, loss, judgment or expense under any Environmental Law, or causes a significant public health or workplace effect, or creates a nuisance;
- (i) assume and pay any fee, tax, assessment or other charge or expense levied against the Property or incurred by the Railroad in connection with installation, use or existence of the Trail upon the Property; and
- (j) assume and pay for any maintenance of the Trail.

To the extent permitted by applicable law, DNR hereby releases and agrees to indemnify, hold harmless and defend CP and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, or anyone acting on its behalf or their behalf, from and against any and all Claims (including without limitation any Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) of every kind, past, present and future, existing and contingent, known and unknown, arising from any injury to persons, firms or corporations whomsoever, including injuries resulting in death, and damage to property whatsoever, wherever such persons or property are located, caused by or attributable to, in whole or in part, any act or omission of DNR (or DNR's employees, agents, representatives, or invitees) in connection with the exercise of the right and privilege herein granted, including without limitation the Use or Release of Hazardous Substances by DNR and the breach by DNR of any of its warranties, representations or covenants. DNR's obligations hereunder shall survive the termination or expiration of this easement.

As used herein,

- (a) "**Claim**" or "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- (b) "**Environmental Law**" or "**Environmental Laws**" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the

Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

- (c) **"Hazardous Substance"** or **"Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;
- (d) **"Release"** or **"Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;
- (e) **"Response"** or **"Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;
- (f) **"Use"** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon a Hazardous Substance.

CP does not warrant title to the above-described property, and DNR shall have no recourse against CP in the event DNR shall be required, through the action of any third party, to either remove the Trail from CP's property or to make any payment to avoid such removal.

This indenture shall inure to the benefit of and be binding upon the successors and assigns of CP and DNR.

[the remainder of this page is intentionally blank and the following page contains the signatures of the parties hereto]

APPENDIX 3.1.A.

STIPULATION

BY AND AMONG

THE STATE OF WISCONSIN - DEPARTMENT OF TRANSPORTATION

AND

THE STATE OF WISCONSIN - DEPARTMENT OF NATURAL RESOURCES

AND

THE CITY OF MILWAUKEE

AND

SOO LINE RAILROAD COMPANY

**Hank Aaron State Trail
and**

Valley Passage

Project I.D. 1693-38-70

Structure C- 40 - 81

**Located on and along the right of way of Soo Line Railroad Company between
South 43rd Street and 37th Street extended, north of Pierce Street in the
City of Milwaukee, Milwaukee County**

THIS STIPULATION is made and entered into by and among the State of Wisconsin, Department of Transportation ("DOT"), the State of Wisconsin, Department of Natural Resources ("DNR"), the City of Milwaukee ("CITY") and Soo Line Railroad Company, doing business as Canadian Pacific ("CP") and is dated as of **JULY 9, 2009**.

WHEREAS, DOT, DNR, and CITY are cooperating in developing a recreational trail to be known as the Hank Aaron State Trail ("HAST"), located generally as shown by **Exhibit "A"** which is attached hereto and made a part hereof, and

WHEREAS, a segment of the HAST is to occupy a longitudinal segment of railroad right of way owned or controlled by CP, and

WHEREAS, a public access to the HAST, referred to as the "**Valley Passage**", including a spur of the HAST and an underpass structure to be known as C-40-81 is to cross the right of way and track of CP at South 37th Street extended and

WHEREAS, construction of C-40-81 will necessitate removal of an existing unused pedestrian underpass structure at the above referred to location, and

WHEREAS, DOT, in accordance with authority vested in it by law, is to let a contract for construction of the HAST, including removal of the existing underpass and construction of the Valley Passage (and also construction of a bridge to carry the HAST over the Menomonee River).

NOW, THEREFORE, in consideration of the premises and of their mutual dependent agreements hereinafter set forth, the parties hereto hereby stipulate and agree as follows:

1. HAST AND SEPARATION OF GRADES.

(a) A segment of the HAST, including the Valley Passage trail spur will be constructed on CP lands as substantially shown by the typical section and the plan and profile sheets marked **Exhibit "B"** which is attached hereto and made a part hereof.

(b) A separation of grades between the trail and the railroad shall be effected at the Valley Passage by means of a ballast deck trail underpass. Said structure shall have the arrangement and provide the minimum horizontal and vertical clearances as shown on the general plans for Structure C-40-81 marked **Exhibit "C"** which is attached hereto and made a part hereof.

(c) To accommodate the HAST and the Valley Passage, changes to the railroad tracks of CP shall be made as substantially shown by the typical section and the plan and profile sheets marked **Exhibit "D"** which is attached hereto and made a part hereof.

2. GENERAL.

(a) Detail plans for the HAST and the Valley Passage, railroad plant changes, and for such other incidental or appurtenant work for which plans will be necessary will be subject to the approval of the parties to this Stipulation. Approval shall not be unreasonably withheld by any party to this Stipulation.

(b) Should federal aid funds be authorized to finance this separation project, the plans, contracts, agreements, and the work done under them, will be subject to the approval of the United States Department of Transportation, Federal Highway Administrator or authorized representative, and the regulations pertinent to the work issued by the Federal Highway Administration.

(c) Construction operations by DOT or its contractors will be subject to the inspection of the chief engineering officer or authorized representative of CP to insure safety of railroad operations during construction, and be subject to CITY inspection.

(d) Construction operations by CP with its own forces, performed in connection with this project, will be subject to the inspection and approval of the Administrator of the DOT or his authorized representatives, and be subject to CITY inspection.

3. CONSTRUCTION.

(a) DOT will undertake, in cooperation with CP, the removal of the existing underpass structure, the construction of the HAST and the Valley Passage, and work incidental or appurtenant thereto in accordance with the contract for construction Project I.D. 1693-38-70 which includes the plans therefore, the standard specifications for highway and structure construction of DOT, supplemental specifications and pertinent special provisions to be incorporated into the contract for the work. Such work will be undertaken by DOT without cost to CP or to CITY or to RACM. Special provision items entitled "**Railroad Requirements and Coordination**" in form similar to **Exhibit "E"** which is attached hereto and made a part hereof, will be made a part of the proposal to be furnished to DOT's contractors for bidding purposes.

(b) DOT shall perform grading, drainage and site work on CP lands owned or controlled by to provide a railroad embankment and place sub-ballast thereon, to accommodate the track changes shown by **Exhibit "D"** necessary for construction of the HAST and the Valley Passage. All such work and/or materials shall be performed or furnished by DOT without cost to CP or to CITY or to RACM, and shall be in compliance with CP's standards and plans approved in writing by CP and CITY.

(c) CP with its own forces will make such alterations in the facilities owned or operated by it shown by **Exhibit "D"** above the sub-ballast as is made necessary by the HAST and the Valley Passage, and will undertake such other work with its own forces or preferred contractor as may be mutually agreed upon. All of such work shall be the subject of a separate agreement between DOT and CP. Said agreement shall contain a detailed statement of the work to be performed, supplemented as necessary with plans therefore, and shall show the estimated cost of the work.

4. COST SHARING. This project is considered within classification No. 646.210(b)(2) of Code of Federal Regulations 23, Part 646, Subpart B, Railroad-Highway Projects under which there will be no assessment of benefits against or charge to CP or to CITY or to RACM.

5. REIMBURSEMENT FOR CP FORCE WORK, AUDIT AND RECORDS. DOT will reimburse CP for 100 percent of the cost of the work performed under an agreement for work with CP forces. The form of agreement shall be substantially as shown by **Appendix 3.1.B.** attached hereto and made a part hereof. Such reimbursement will be made in accordance with the Code of Federal Regulations 23, Part 140, Subpart I, Reimbursement for Railroad Work on the basis of invoices submitted by CP.

Such invoices for such reimbursement shall be prepared in accordance with said CFR 23, Part 140, Subpart I, which by reference is made a part of this agreement. Invoices will be audited by DOT upon which payments will be made in such amounts as have been found to be reimbursable under the provisions of CFR 23, Part 140, Subpart I.

Each party to this agreement shall have the opportunity to check the final quantities of work performed by the other, and all books and records shall be open to inspection by representatives of each party and on federal aid projects by representatives of each party and by representatives of the Federal Government.

CP shall file such reports and records pertaining to the work as may be required by DOT and the Federal Highway Administration.

6. **MAINTENANCE**. Upon completion of the work, CP shall maintain the railroad facilities on Structure C-40-81, and other repair and maintenance shall be performed in accordance with CP's, CITY's and DNR's respective duties set forth in that certain Valley Passage Easement by and among CITY, RACM, DNR, DOT and CP dated as of **JULY 9, 2009** attached to that certain "2009 West Allis Trail Extension Agreement" among CP, DNR, DOT and CITY as **Appendix 3.2.A**.

CP's obligation with respect to maintenance shall not include replacement, reconstruction, or modification of Structure C-40-81. In the event a major restoration or replacement of the Structure becomes necessary due to disaster, deterioration, or serious accident affecting the safe use of the Structure, the cost of such restoration or replacement shall be apportioned between the constituted public authority having legal jurisdiction for the maintenance of the HAST and the Valley Passage and CP, as mutually agreed between them. In the absence of such agreement, CP has the right to close, remove or replace the Valley Passage Structure in its sole discretion.

7. **RIGHT OF WAY**. CP hereby grants its assent to the HAST and the Valley Passage, and to DOT for the construction and improvement work called for herein. The CP, CITY, RACM, DOT and DNR entered into the Valley Passage Easement (attached to the "2009 West Allis Trail Extension Agreement" as **Appendix 3.2.A**.) wherein CP provided to CITY, DNR and the public, easement rights to use and maintain the HAST, the Valley Passage and Structure C-40-81.

In addition, CP hereby permits DOT to enter and occupy CP lands as necessary for the construction of Project I.D. 1693-38-70, including site improvements needed to accommodate the work referred to herein, including for such purposes, permission to cross tracks of CP for construction access purposes.

CP further agrees to permit DOT or its contractor or to have CP's own forces or its preferred contractor undertake to remove the existing underpass structure and to construct cut and fill slopes on CP lands in accordance with the approved project plans.

8. **SALE OR TRANSFER OF CONTROL OF PROPERTY**. CP agrees that any purchaser or other recipient of ownership or control of the property of CP involved in this Stipulation shall be bound by this Stipulation to the same extent as CP. CP shall include specific notice of this Stipulation in any sale or transfer document and shall require the purchaser or other recipient of ownership or control to acknowledge and assume CP's rights and/or obligations included herein.

9. **OTHER APPENDICES**. Also attached to the "2009 West Allis Trail Extension Agreement" are the following appendices that CP has entered or will enter into:

- **Appendix 2.1.**, a Release of Easement whereby DNR releases an easement it previously obtained from CP

- **Appendix 2.2**, a Corrected West Allis Easement and East End Extension Property Easement between CP and DNR
- **Appendix 3.2.C.**, a Release of Restrictive Covenant Affecting 3638 W. Pierce.

IN WITNESS WHEREOF, the parties hereto have caused this agreement is to be executed as of the date first written above by their proper officers and representatives.

CITY: CITY OF MILWAUKEE	DOT: WISCONSIN DEPARTMENT OF TRANSPORTATION
<p>By: _____ Mayor Tom Barrett Per Common Council File No. 090219</p> <p>CITY CLERK</p> <hr/> <p>Ronald Leonhardt, City Clerk</p> <p>Countersigned:</p> <p>By: _____ Michael J. Daun, Deputy Comptroller</p> <p>Milwaukee City Attorney Approval</p> <p>By: _____ GREGG C. HAGOPIAN Assistant City Attorney State Bar No. 1007373</p> <p>Date: _____</p>	<p>By: _____ Division Administrator or designee</p> <p>Name Printed: _____</p> <hr/>

DNR: WISCONSIN DEPARTMENT OF NATURAL RESOURCES	CP: SOO LINE RAILROAD COMPANY
By: _____ Division Administrator or designee	By: _____
Name Printed: _____	Name Printed: _____

APPENDIX 3.1.B.

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION AND SOO LINE RAILROAD COMPANY

AGREEMENT FOR RAILROAD FORCE WORK

PROJECT I.D. 1693-38-50
City of Milwaukee
(CP Track & AEI Work)

Valley Passage
Milwaukee County
DOT Crossing No. _____ (CP to Provide)
Milwaukee Terminal

This Agreement, by and between the State of Wisconsin, Department of Transportation ("DOT") and the Soo Line Railroad Company ("CP"), dated as of **JULY 9, 2009**, provides for the performance of certain work described below by CP on the above project.

RECITALS

WHEREAS, in conjunction with the planned development of the Hank Aaron State Trail, DOT and CP have stipulated in a separate document (the "**Stipulation**") to their respective interests in accomplishing Project 1693-38-70 which crosses or otherwise affects the property of CP, and

WHEREAS, to accommodate Project 1693-38-70, DOT deems it more feasible and advantageous for construction purposes to have a certain part of the project work consisting of CP track and communication work to be performed by CP directly and without bids pursuant to Section 84.06(4), Wisconsin Statutes as set forth in this Agreement (the "**AGREEMENT FOR RAILROAD TRACK WORK**").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of their mutual and dependent agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. **STANDARD GENERAL PROVISIONS**. The work to be performed by CP described below shall be performed in accordance with the provisions contained herein and the "Standard General Provisions", dated November 19, 2007, **Exhibit "A"**, attached hereto and made a part of this Agreement.

2. **WORK TO BE PERFORMED BY CP**.

a) *TBD based on construction plan, to include track changes and relocation of AEI Reader*

b) construct a temporary construction crossing for use by DOT's contractor

c) *other? TBD*

The work described above is further described in the Agreement Summary, **Exhibit "B"**, CP's Material and Force Account Estimate dated _____ (*CP to Furnish, marked Exhibit "C", Plan of Track Changes, Exhibit "D" and (other exhibits TBD, may include General Outline of Railroad Force Work, Title Sheet, Bridge Staging Plans, Bridge Plans, Track Typical Section, CP Track Plan, or other)*), which are attached hereto and made a part hereof.

3. **DESIGN AND CONSTRUCTION.** The modification of the railroad facilities described under Item 2 above shall be in conformance with the approved project plans. All such work shall be performed under normal CP practices and the applicable requirements of the DOT and of the United States Department of Transportation, Federal Highway Administration, as set forth in 23 CFR Part 646 Subpart B.

4. **COOPERATION.** CP will cooperate with DOT to the fullest extent possible to schedule and carry out railroad force work to meet the prosecution and progress schedule of the DOT referred to in **Exhibit " "** which is attached hereto and made a part hereof.

5. **OWNERSHIP AND MAINTENANCE OF TRACK WORK.** Upon completion of the work, CP shall own and maintain the track work and the AEI Reader, constructed or relocated under this Project.

6. **APPORTIONMENT OF COSTS.** As set forth in **Exhibit "C"**, CP's estimated cost of performing such work is _____ (*CP to Furnish*) _____ Dollars (\$ _____). The DOT agrees to reimburse CP for 100 percent of actual costs incurred by CP under this Agreement.

7. **INVOICE AND BILLS.** CP shall submit progressive billing to the DOT and all requests for payment with the State Project I.D. Number to the DOT's regional office, 141 N.W. Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798. The STATE Project I.D. number is to be included on all invoices and bills with the understanding, however, that the supporting documentation will not need to reference the Project I.D. number. If a Final Bill is not submitted within one year of the DOT's acceptance of CP's work, the last detailed progressive bill will be considered to be the Final Bill pursuant to 23 CFR 140.922. Each copy of the Final invoice shall bear the following endorsement:

"This invoice has been prepared in accordance with the requirements of 23 Code of Federal Regulations, Part 140, Subpart I – Reimbursement for Railroad Work. The records supporting the charges in this bill are located in the office of _____"

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first written above by their proper officers and representatives.

CP: SOO LINE RAILROAD COMPANY

By _____

Title _____

DOT: STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION

By _____
Contracts Manager

APPROVED _____, 20____

Governor of Wisconsin

APPENDIX 3.1.C.

STANDARD GENERAL PROVISIONS for HIGHWAY-RAILROAD AGREEMENTS between THE STATE AND THE COMPANY

1. **Specifications and Special Provisions.** The standard specifications, including supplemental specifications and the project special provisions of the STATE shall apply to work performed by the contractor of the STATE
2. **COMPANY¹ to Furnish Labor and Materials.** The COMPANY or its contractors will furnish all labor, materials, equipment, tools and incidentals necessary to complete the work described in the Agreement and will perform such work in accordance with generally accepted highway and railroad standards and practices and the provisions of the Agreement. All furnished materials shall be in accordance with 23 CFR 635.410 Buy America requirement.
3. **Materials recovered.** Materials recovered from temporary use by the COMPANY and materials recovered due to substitution or replacement of the existing railroad facilities that are included as a part of the Agreement, shall be credited to the project in accordance with 23 CFR 140.908, Materials and Supplies.
4. **Coordination of Work.** The COMPANY will cooperate with and coordinate its work with that of the STATE or its contractors to the extent practicable and feasible for the completion of the project.
5. **Performance of Work.** In connection with the performance of the work, the COMPANY will comply with sections 16.528 and 16.754, Wis. Stats.
6. **Traffic Control.** Unless traffic control devices will be provided and installed by the STATE, the COMPANY shall install traffic control devices and implement methods to adequately protect the traveling public at all times. The COMPANY shall conduct the Agreement work and subsequent maintenance work at grade crossings in accordance with Section 86.135 of the Wisconsin Statutes. Such traffic control devices and methods and their installation or implementation shall conform to Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration and adopted by the Wisconsin Department of Transportation along with the Wisconsin Supplement to the MUTCD.

¹ I.e. Soo Line Railroad Company, doing business as Canadian Pacific.

7. **Authorization and Approval of Work.** The work and COMPANY operations provided herein shall be subject to and meet the approval of the Administrator for the STATE or his authorized representative. Work shall not start until the COMPANY has received written notice from the STATE to proceed with the work. The COMPANY shall notify the Transportation Region Office for that area of the State in which the work is located when it will begin its operations and shall give similar notification when operations are resumed, subsequent to suspension of operations.

Any significant change in the extent or scope of the work under the Agreement, including incidental work exceeding 25% of the original estimate for force work labor or the total cost of the work, shall be covered by a written contract change order. It is expressly understood and agreed that any work done by the COMPANY under the Agreement, prior to authorization by the STATE, shall be excluded from payment under the terms of the Agreement.

The COMPANY may subcontract all or portions of the work included under the Agreement provided a market based competitive procurement process is used. Subcontracting of more than 50% of the labor must have prior approval of the STATE. An existing continuing contract under which the COMPANY has the same kind of work regularly performed at its own cost will be considered to conform to the requirements of this section provided that costs to the STATE are reasonable and the contract has the prior written approval of the STATE.

8. **Nondiscrimination.** In connection with the performance of work under the Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in Section 51.01(5) Wisconsin Statutes, sexual orientation as defined in Section 111.32(13m) Wisconsin Statutes, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except for sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer for the STATE setting forth the provisions of the nondiscrimination clause.

9. **Reimbursement, Records and Audit.** Reimbursement to the COMPANY for work performed by COMPANY forces under the described project shall be subject to the provisions of 23 CFR, Part 140, Subpart I, Reimbursement for Railroad Work. Overhead and indirect construction costs will not be reimbursed. Any costs incurred or charges made by the COMPANY not in compliance with the above shall be at the sole cost and expense of the COMPANY.

The COMPANY will submit a calculation of indirect cost rates applied in the contract within 180 days of the end of its fiscal year.

Reimbursement for work performed by a contractor hired by the COMPANY to perform work under an agreement between the STATE and the COMPANY shall be subject to the terms of such agreement between the STATE and the COMPANY. Subcontracted work that does not comply with the provisions of Section 7 of these Standard General Provisions will not be reimbursed.

The STATE will reimburse the COMPANY for the STATE 's share of the cost of the work on the basis of invoices (an original and two copies) sent to the STATE 's Transportation Region Office, not more often than once a month during the progress of work for the partial payment on account of the work completed to date. Such invoices shall represent the value to the STATE of the partially completed work. Payment will be made promptly in an amount as has been found to reasonably represent the value of the partially completed work, less any amounts previously paid on account. An item which is not properly submitted or which appears questionable may be excluded from progress payments.

Estimated unit prices of construction items used for the purpose of determining the total cost of work under the Agreement upon which partial payments are to be based shall not be binding upon either party hereto for determining the actual ultimate gross amount due to the COMPANY under the Agreement.

An original and two copies of the complete and final invoice, including invoices from subcontractors, shall be submitted, to the STATE 's Transportation Region Office.

The COMPANY agrees and will require its subcontractors to agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under the terms of the Agreement and to make such materials available at their respective offices at all reasonable times during the contract period and for a period of three years from the date final payment was received by the COMPANY for inspection and audit by the STATE, and/or Federal government. Copies of such records shall be furnished if requested.

10. **STATE's Contractor to Provide Third-party Railroad Protective Insurance.** The STATE will require its contractors to provide for and in behalf of the COMPANY insurance protection to cover liability imposed by law upon the COMPANY for damages because of bodily injury to or death of persons and injury to or destruction of property resulting from the operations or presence of the contractor, subcontractor, their employees or COMPANY employees on the project; such railroad protective insurance shall be written and shall be in accordance with the requirements of 23 CFR, Part 646, Subpart A - Railroad-Highway Insurance Protection. A copy of each policy so required shall be furnished to the COMPANY.

The minimum limits of coverage to be provided are two million dollars (\$2,000,000) per occurrence for Coverage A (Bodily Injury Liability and Property Damage Liability) and Coverage B (Physical Damage to Property Liability), and shall include an annual

aggregate amount of six million dollars (\$6,000,000). Such aggregate amount shall apply separately to each renewal or extension. This coverage is required for the duration of the project.

11. **Flagging for Work Affecting Railroad Property.** The STATE will require its contractor and subcontractors to contact the railroad for flagging protection as may be required for work on COMPANY property when their operations are likely to occur within 25-feet of the track centerline (unless arrangements are made for a track clearance fence to be installed no closer than 12-feet from the track centerline, in which case flagging will be required when operations occur between the fence and track), and in accordance with Section 107.17 of the STATE 's standard specifications for highway and structure construction or supplements thereto.
12. **Miscellaneous.** The Agreement between the parties shall not be deemed to create a partnership between the parties and no party shall have the authority to obligate the other.

The Agreement shall be governed under the laws of the State of Wisconsin. The parties shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of the work and which affect the work.

No right or duty in whole or in part of the Agreement may be assigned or delegated by the COMPANY without prior written consent of the STATE.

The STATE reserves the right to terminate the work by the COMPANY in whole or in part without penalty due to non appropriation of funds or for failure of the COMPANY to comply with the terms, specifications, and conditions of the Agreement.

The provisions of the Agreement are severable. The unenforceability of any provision shall not affect the enforceability of the remainder of the Agreement.

If a state public official (Section 19.42(13), Wis. Stats.), a member of a state public official's family, or any organization in which a state public official or any member of the official's immediate family owns or controls a 10% interest, is a party to the Agreement and if the Stipulation involves payment of more than \$3,000 within a 12-month period, the Agreement is voidable under state law unless appropriate disclosure is made under Section 19.45(6), Wis. Stats., before signing the Agreement. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, WI 53703 and to the Secretary, Wisconsin Department of Transportation, P.O. Box 7910, Madison, WI 53707. State classified employees and certain University of Wisconsin faculty and staff are subject to separate disclosure requirements.

No other correspondence, document, acceptance or acknowledgment shall be effective or binding between the parties unless expressly agreed to by each party in writing.

Costs assigned to the COMPANY for expenses of the Office of the Commissioner of Railroads identified under Section 195.60 of the Wisconsin State Statutes are not reimbursable.

APPENDIX 3.2.A.

VALLEY PASSAGE EASEMENT

Document Title

Document Number

VALLEY PASSAGE EASEMENT

Drafted By:

Gregg C. Hagopian
Assistant City Attorney
841 North Broadway, 7th Floor
Milwaukee, WI 53202

Recording Area

Name and Return Address

Gregg Hagopian
Asst. City Attorney
841 N. Broadway, 7th Floor
Milw., WI 53202

424-0403-000-5
423-9999-003-8
436-9999-000-1
436-0007-000-3
436-0006-000-8
436-0004-100-3
424-9999-112
423-9999-002-X
423-9999-000-3
422-9999-000
412-9999-03
422-9994-000

Tax Key Number

THIS VALLEY PASSAGE EASEMENT AGREEMENT (the “**Agreement**”), is made and dated as of **JULY 9, 2009**, and is by and among the Parties hereto for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged as follows:

1.0 PARTIES

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific (“CP”),

the **CITY OF MILWAUKEE**, a municipal corporation of the State of Wisconsin (“CITY”),

the **REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE**, a body corporate and politic under Wis. Stat. § 66.1333 (“RACM”),

the **WISCONSIN DEPARTMENT OF NATURAL RESOURCES** (“DNR”), and

the **WISCONSIN DEPARTMENT OF TRANSPORTATION** (“DOT”)

collectively, the “Parties.”

2.0 RECITALS

2.1 CP owns fee title to a railroad right of way corridor generally 105 feet in width upon and across the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter of Section 36, Township 7 North, Range 21 East of the Fourth Principal Meridian, in the City of Milwaukee, Milwaukee County, Wisconsin, herein called the “CP Parcel,” that is depicted on Exhibit A attached hereto as Parcels 2, 2A and 2B, and that includes:

Address: 699 S. 35th Street
Tax Key No.: 423-9999-000-3

And

Address: 3700R W. Pierce Street
Tax Key No.: 436-9999-000-1

And

Address: 699 S. 35th Street
Tax Key No.: 423-9999-003-8

And

Address: 650 S. 35th Street
Tax Key No.: 424-9999-112

And

Address: 660 S. 44th Street
Tax Key No.: 423-9999-002-X

And

Tax Key No.: 412-9999-03

And, CP conducts, maintains and operates railroad activities upon and across the CP Parcel.

- 2.2 CP, DNR, DOT, and CITY entered into that certain “**2009 West Allis Trail Extension Agreement**” dated as of **JULY 9, 2009** (the “**2009 Comprehensive Contract**”) that contemplates, among other things, extension of the Hank Aaron State Trail (“**HAST**”) by means of a Valley Passage involving the CP Parcel.
- 2.3 DNR and CITY desire to acquire, for their benefit and the benefit of the public, a permanent public access, maintenance, and trail operation easement in and affecting a portion of the CP Parcel, which portion is herein called the “**CP Easement Area,**” and which CP Easement Area is depicted and legally described on the Map attached hereto as **Exhibit A**, and which includes allowing the HAST to pass through the Underpass.
- 2.4. CP is willing to grant a permanent public access, maintenance, and trail operation easement to DNR, CITY and the public on the terms and conditions contained herein.
- 2.5. RACM owns fee title to the following described land in the Menomonee Valley, in the City of Milwaukee, Milwaukee County, Wisconsin, herein called the “**RACM Parcel:**”

Address: 610 South 35th Street

Tax Key No.: 424-0403-000-5

Legal Description: Parcel 3 of CSM No. 7701 in the NE and NW ¼ of Section 36 and the NW ¼ of Section 31, T7N, R22E. T1D 53. BID 26.

2.6. DNR and CITY desire to acquire, for their benefit, a permanent public access, maintenance and service-road-operation easement in and affecting a portion of the RACM Parcel, which portion is herein called the “**Service Road**” and which Service Road is depicted and legally described on the Map attached hereto as Exhibit A. DNR and CITY also desire to acquire, for their benefit and the benefit of the public, a permanent public access, maintenance, and trail operation easement in and affecting a portion of the RACM Parcel Property, which portion is herein called the “**RACM Easement Area**,” and which RACM Easement Area is also depicted and legally described on the Map attached hereto as Exhibit A.

RACM is willing to grant those easements on the terms and conditions contained herein.

2.7. DNR owns, or expects to soon own, fee title to the following described land in the Menomonee Valley, in the City of Milwaukee, Milwaukee County, Wisconsin, herein called the “**DNR Parcel**” (depicted and legally described on the Map attached hereto as Exhibit A):

Address:

3700 W. Pierce Street (tax key 436-0007-000-3),

3638 W. Pierce Street (tax key 436-0006-000-8), and

that part of 3628 W. Pierce Street west of the west wall of the building that currently exists on that site (part of tax key 436-0004-100-3).

2.8. CITY desires to acquire, for its benefit and the benefit of the public, a permanent public access, maintenance, and trail operation easement in and affecting a portion of the DNR Parcel, which portion is herein called the “**DNR Easement Area**,” and which DNR Easement Area is also depicted and legally described on the Map attached hereto as Exhibit A.

DNR is willing to grant that easement on the terms and conditions contained herein.

2.9.1 CITY, by its Common Council, duly approved this Agreement by Council Resolution File No. 090219.

- 2.9.2. DNR duly approved this Agreement by DNR Board approval on May 27, 2009.
- 2.9.3. DOT duly approved this Agreement on JUNE 25, 2009.
- 2.9.4. RACM duly approved this Agreement by RACM Board Resolution File No. _____
- 2.9.5. CP has duly approved this Agreement

3.0 Agreement Provisions

3.1. **Recitals; Contingencies.** The recitals in Section 2 are hereby mutually acknowledged and accepted. The parties' duties hereunder are subject to and contingent upon ¶5 of that certain "2009 West Allis Extension Agreement" dated as of **JULY 9, 2009** among CP, DNR, DOT and CITY (the "Main Agreement"). Under that ¶5, any of CP, RACM, CITY or DOT may, on or before **October 31, 2009**, and on or before **February 28, 2010**, provide a Termination Notice to the other parties and record same (or a memorandum thereof) in the Milwaukee County Register of Deeds Office, in which case this Valley Passage Easement and the interests created hereunder shall terminate, and DNR shall return to CP the originals of the documents referred to in the Main Agreement as Appendices 3.2.B. and 3.2.C. In the event no such Termination Notice is so recorded by **February 28, 2010**, then this Valley Passage Easement and the rights created hereunder are no longer subject to termination under said ¶5.

3.2.0 Grant of Permanent Public Access, Maintenance, and Trail Operation Easement.

- 3.2.1 Subject to the covenants, conditions and reservations contained in this Agreement, CP hereby grants to DNR and CITY, for their benefit and the benefit of members of the public, and DNR and CITY hereby accept from CP, on the terms and conditions contained herein, a permanent non-exclusive easement in and to the CP Easement Area as said area is shown and described in **Exhibit A**, with the right to use, maintain, repair, and replace, upon the CP Easement Area a public, recreational trail and appurtenances thereto for the HAST (and which includes DNR, CITY and public right to use the HAST trail through the Underpass).

3.2.2. RACM hereby grants to DNR and CITY, for their benefit and the benefit of members of the public, and DNR and CITY hereby accept from RACM, on the terms and conditions contained herein, a permanent non-exclusive easement in and to the RACM Easement Area (including the Bridge, defined below), with the right to use, maintain, repair, and replace, upon the RACM Easement Area a public, recreational trail and appurtenances therefor (the HAST), together with the right of ingress and egress to the RACM Easement Area.

3.2.3. DNR hereby grants to CITY, for its benefit, DNR's benefit, and the benefit of members of the public, on the terms and conditions contained herein, and DNR hereby subjects for the benefit of City and members of the public, a permanent non-exclusive easement in and to the DNR Easement Area, with the City and DNR right to use, maintain, repair, and replace, upon the DNR Easement Area a public, recreational trail and appurtenances therefore (the HAST), together with the right of ingress and egress to the DNR Easement Area.

3.3.0 Construction of HAST Improvements.

3.3.1 Construction of the trail underpass structure (whereby the trail will go beneath CP's railroad track) (the "**Underpass**"), Underpass-structure wingwalls, sloping, drainage facilities, landscaping and trail pavement, and other appurtenances associated with the HAST on the CP Parcel, the DNR Parcel, and the RACM Parcel (herein individually and collectively called "**Improvements**") shall be governed by the terms of:

- a. the Stipulation by and among the DOT, the CITY, the DNR, and CP for the Valley Passage Underpass (the "**Stipulation**") (Underpass structure known as C-40-81), and
- b. the Agreement for Railroad Force Work for the Valley Passage between the DOT and CP (the "**Force Work Agreement**").

3.3.2 CP, DNR and RACM hereby consent to use of their respective parcels on a temporary basis for DOT construction of the Underpass and Improvements (as contemplated by the Stipulation and Force Work Agreement) with such use being limited to so much of the respective parcels as shall be reasonably needed for such construction, it being understood that the DOT shall have restoration duties concerning portions used for construction purposes.

3.3.3 After DOT construction of the Underpass and Improvements, DOT shall convey the Underpass and Underpass-structure wingwalls to CITY by Quit-Claim Deed in the form attached hereto as **Exhibit B**. DOT shall pay the cost of recording said deed in the Milwaukee County Register of Deeds Office. The conveyance to CITY shall be subject to this Agreement. Specifically, CITY (after DOT deeds to it) agrees that it takes title subject to the easement rights created hereby. DOT shall provide CP and CITY with advance written notice of the start date for construction.

3.4. **HAST Use.**

Subject to the terms of this Agreement, DNR, CITY, and members of the public may use the CP, RACM, and DNR Easement Areas for bicycle, pedestrian, and recreational use and access in conjunction with and as a part of the HAST, along with signage installation, maintenance and repair, and trail operations; and DNR, CITY and CP may use the respective Easement Areas for maintenance, repair, and reconstruction activities per the terms herein;. DNR's, CP's and CITY's use of the respective Easement Areas shall be in accordance with all applicable federal, state and local laws and regulations. Except as otherwise provided herein, no party's use of the respective Easement Areas shall unreasonably interfere with right to use of those Areas that any other party and their respective tenants, invitees, employees, licensees, customers, successors, assigns, and the public may have hereunder unless expressly authorized by the other parties hereto in writing.

3.5.0 **HAST-Improvement Maintenance.** After construction of the Improvements by DOT per the Stipulation, repair, replacement, and maintenance of the Improvements shall be done as follows:

3.5.1 **CITY Responsibilities at CITY Expense:**

(CITY responsibilities only pertain as expressly provided herein, and do not extend to anything beyond the valley passage portion of the Hank Aaron State Trail or to the east-west portion of the Hank Aaron State Trail, including that portion extending to Bluemound Road in Brookfield)

- a. Provide assistance with patrolling, law enforcement and fire service;
- b. Provide periodic good faith efforts at graffiti removal on Underpass structure and wing walls;
- c. Maintain any trail lighting at or serving the HAST at the CP, RACM and DNR Easement Areas defined herein (so long as trail lighting is in accordance with plans and specifications that have been approved by CITY prior to installation);

- d. Reimbursement of CP for CP maintenance of Underpass structure (per section 3.5.3 below); and
- e. Maintenance of retaining walls (but not landscaping within any retaining walls) serving HAST at respective Easement Areas defined herein

3.5.2 **DNR Responsibilities at DNR Expense:**

- a. Maintain, repair and replace trail pavement;
- b. Maintain, repair and replace any fencing and railings;
- c. Install and maintain, repair and replace necessary signage, both directional and interpretive for HAST;
- d. Maintain, repair and replace landscaping, including drainage, and including plantings within or part of the HAST, and within or part of any retaining walls serving or part of the HAST, and maintain, repair and replace fabric facing and/or components of living walls;
- e. Snow and ice removal on HAST ; and
- f. Provide enforcement of state statutes pertaining to trail use, sweeping the trail, trash pick-up, and other operational needs.

3.5.3. **CP Responsibilities:**

- a. Repair, at CP expense, damage to the HAST (trail and improvements) caused by CP as a result of activities or operations other than connected with the movement of rail cars or railroad equipment over CP's tracks. For sake of illustration only, if a CP motor vehicle on the HAST trail pavement damages the trail pavement or surrounding sod, CP must repair that; but, for example, CP has no duty to repair any damage to the HAST that may occur due to rail cars or rail equipment moving on or falling from the CP tracks. Thus, CP will not have to repair damage that may be caused by vibrations attributable to rail car movement, or damage that may be caused due to a rail car derailling and damaging the Underpass structure or trail. But, if CP crews driving to the derailment damage the pavement of the trail or sod or fencing, for example, CP will repair that;
- b. Repair, at CP expense, and notwithstanding anything to the contrary contained herein, damage to the Underpass structure and appurtenances caused as a result of CP's intentional malicious misconduct;
- c. Inspecting periodically at CP discretion the Underpass structure. To the extent CP produces written inspection reports, CP shall provide copies of same to CITY;
- d. As used in section 3.5.3.e, "**Threshold Amount**" shall mean an aggregate, maximum amount of \$10,000 per year (with each year being the anniversary

date of the date of this Agreement) providing however, that on each 10-year anniversary of the date of this Agreement, the Threshold Amount initially set at \$10,000 shall then increase on said 10-year anniversaries by \$1,000.

- e. CP shall use its best efforts to provide CITY with advance notice of need for maintenance work or repair to the Underpass as determined as a result of CP inspection along with an itemized cost estimate for that work or repair. When CP makes request of City for reimbursement hereunder, CP shall then submit an itemized invoice that explains the work done and expenses for said work for which reimbursement is being requested. The CITY shall not be obligated to reimburse CP for expenses in excess of the applicable **Threshold Amount** until (i) CP has received advance approval by CITY's DPW Commissioner (not to be unreasonably withheld, conditioned, or delayed), (ii) CP has then performed same (allowing CITY to view the CP work or repair made), and (iii) CP has then billed the CITY for reimbursement of said work or repair.

3.5.4 **Major Restoration or Replacement of Underpass.**

It is understood and agreed that CP shall not be responsible or liable for major restoration or replacement of the Underpass structure due to disaster, deterioration, or serious accident affecting the safe use of the Underpass. If, in the opinion of CP, the Underpass structure is unsafe or unsuitable for railroad operations, CP shall, following reasonable advance notice to the CITY and DNR, have the right to close the Underpass and employ reasonable measures to stabilize the structure to the extent necessary for continued rail operations. The City or DNR shall have a period of 24 months from such closure to reach an agreement with CP to repair or replace the Underpass structure. Failing such agreement, CP may in its sole discretion terminate the easements CP granted herein and remove or permanently close or stabilize the Underpass Structure.

3.6. **Public Access for Trail.** CP, RACM and DNR Easement Areas shall be available for public use at all times, except:

- (i) for such times as those Easement Areas must be closed for maintenance or repair;
- (ii) to avoid the acquisition of adverse or prescriptive rights, CP may close the CP Easement Area for not more than one day per year; and
- (iii) for special events benefiting the public. It is understood that the public is not granted rights to use the Service Road Easement.

3.7. **Damage by the Public.** Damage caused by the public shall be repaired consistent with the respective "**maintenance**" duties provided in sections 3.5.1 and 3.5.2 above.

3.8. **Notices.** Notices required or desired to be given by any party to another party with respect to this Agreement shall be in writing and shall be:

(i) delivered personally;

(ii) sent by e-mail or facsimile (provided any e-mail or facsimile is sent during any Monday through Friday that Milwaukee's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M., and is sent successfully (for example, no error or inability to send message is generated as a result of any such e-mail or facsimile sent));

(iii) sent by commercial overnight courier service, prepaid; or

(iv) sent by United States registered or certified mail, return receipt requested, postage prepaid, and, in any event, notices shall be addressed as herein provided and shall be given to the following:

CITY	<i>with a copy to</i>
<p>Jeff Polenske City Engineer DPW- Infrastructure Services Division 841 N. Broadway, Room 701 Milw., WI 53202 Ph 414-286-2400 Fax 414-286-5994</p>	<p>Gregg Hagopian Asst. City Attorney 841 N. Broadway, 7th Floor Milw. WI 53202 Ph 414-286-2620 Fax 414-286-8550 ghagop@milwaukee.gov</p>
DNR	<i>with a copy to</i>
<p>Secretary Wisc. Dept. Natural Resources 101 S. Webster St. Madison, WI 53707 Ph. 608-266-2621 Fax 608-267-3579</p>	<p>Richard Steffes Wisc. Dept. Natural Resources 101 S. Webster St. Madison, WI 53707 Ph. 608-266-0201 Fax 608-267-2750 Richard.steffes@wisconsin.gov</p>
DOT	<i>with a copy to</i>
<p>Secretary Wisc. Dept. Transportation 4802 Sheboygan Ave. PO Box 7910 Madison, WI 53707-7910 Ph. 608-266-1114 Fax 608-267-2750 Frank.busalacchi@wisconsin.gov</p>	<p>James Thiel Wisc. Dept. Transportation Office of General Counsel 4802 Sheboygan Ave., Room 115B PO Box 7910 Madison, WI 53707-7910 Ph. 608-266-0201 Fax 608-267-2750 Jim.thiel@wisconsin.gov</p>

CP	
David Drach Director, Real Estate Marketing, U.S. Canadian Pacific 501 Marquette Ave. Suite 1525 Minneapolis, Minnesota 55402 Ph. 612-904-6139 Fax: 612-904-6147	
RACM	<i>with a copy to</i>
Dave Misky Asst. Exec. Dr./Secretary 801 N. Broadway, 2 nd Floor Milwaukee, WI 53202 Ph. 414-286-8682 Fax 414-286-0395 dmisky@milwaukee.gov	Gregg Hagopian Asst. City Attorney 841 N. Broadway, 7 th Floor Milwaukee, WI 53202 Ph 414-286-2620 Fax 414-286-8550

Recipient address information (such as change in facsimile number or e-mail address, or contact person) may, from time to time, be changed by notice duly sent hereunder.

- 3.9. **Recording.** This Agreement shall be recorded in the Milwaukee County Register of Deeds Office at DNR's expense.
- 3.10. **Counterparts.** This Agreement may be signed in one or more counterparts each of which shall, when taken together, constitute one and the same document.
- 3.11. **Governing Law; Amendment.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. This Agreement may only be amended by a written instrument signed by all of the parties hereto (or their successors in interest).
- 3.12. **Drafter-Doctrine Not Applicable.** The contract-interpretation doctrine of "construing against the drafter" shall not apply to interpretation of this Agreement.

3.13. **Grant of Service Road Easement.** RACM hereby grants to DOT, DNR and CITY, for their benefit, and DNR, DOT and CITY hereby accept from RACM, on the terms and conditions contained herein, a non-exclusive easement in and to the Service Road, with the right to use, maintain, repair, construct, and replace, upon the Service Road area a private, service road and appurtenances therefore (including gravel, drainage facilities, and signage). Notwithstanding anything to the contrary contained herein, RACM may, in its discretion, upon prior notice to DOT, DNR and CITY, (a) change and alter the easement area that comprises the Service Road in order to accommodate development opportunity, in which case, RACM shall grade and gravel the new, alternate road area and the term “**Service Road**” or “**Service Road Easement Area**” as used herein shall then be understood to be the new, alternate route, with all parties having the same duties concerning that new road and new route as they did with respect to the old Service Road, or (b) terminate the Service Road Easement in order to accommodate development opportunity in which case all provisions herein regarding the Service Road shall cease.

Notwithstanding the foregoing, RACM’s grant of easement rights in and to the Service Road is contingent upon DNR (with CITY cooperation) being able to secure for the benefit of RACM, CITY, DOT, and DNR, on or before the date hereof, an easement – recorded in the Milwaukee County Register of Deeds Office – at no cost to CP, DOT, CITY or RACM, conveying requisite easement rights in and to that portion (the “**Portion**”) of property (Parcel 4 on the Plat attached as **Exhibit A**, which is part of Tax Key No. 422-9994-000) that lies to the west end of the RACM-owned fee of the Service Road, which Portion is owned, or believed to be owned, by the State of Wisconsin, and leased to the Southeastern Wisconsin Professional Baseball Park District, and subleased to The Milwaukee Brewers Baseball Club, Limited Partnership, including the right to access that Portion by vehicle over Miller Park internal roads such that one can travel from public way, over Miller Park roads and the Portion, to get to and use the Service Road. Prior to the recording of any such easement regarding the Portion and access thereto, the easement must meet the review and approval of each of RACM, CITY, DNR and DOT.

3.14.0 **Construction of Improvements on Service Road.**

3.14.1 If DNR is able to secure and record the easement for the Portion (see section 3.13 above), then DOT shall construct, at its expense, and in accordance with plans and specifications approved by DNR, CITY and RACM, a gravel vehicular roadway over the Service Road Easement (together with applicable drainage facilities) and place a restrictive manually-operated gate and signage

thereat (approved by DNR, CITY and RACM) indicating the road is not for use by the public. DOT is aware of historic environmental issues associated with the RACM Parcel, and DOT shall be responsible for constructing on the RACM Parcel so as not to cause any environmental enforcement action to be brought against RACM by any governmental entity with environmental enforcement powers. Prior to constructing on the RACM Parcel, DOT shall communicate with DNR about environmental issues and about capping that is at or that may affect the RACM Parcel.

3.14.2 If DNR is able to secure and record the easement for the Portion (see section 3.13 above), then RACM hereby consents to use of the RACM Parcel on a temporary basis for DOT construction of the Service Road (and related improvements) with such use being limited to so much of the RACM Parcel as shall be reasonably needed for such construction, it being understood that the DOT shall have restoration duties concerning portions used for construction purposes.

3.15. **Service Road Use.** If DNR is able to secure and record the easement for the Portion (see section 3.13 above), then use of the Service Road by CITY, DOT and DNR shall be as a private road to access the HAST by vehicle. It is understood that DOT, DNR and CITY will need to use the Service Road (and Portion) in order to reach the CP, DNR, and RACM Easement Areas to fulfill their respective duties hereunder concerning those Areas, and for those purposes, RACM (subject to the contingency set forth in sec. 3.13 above) grants the easement in the Service Road Easement Area. DNR's, DOT's and CITY's use of the Service Road shall be in accordance with all applicable federal, state and local laws and regulations. Except as otherwise provided herein, DNR's, DOT's and City's use of the Service Road shall not unreasonably interfere with eachother's or RACM's use of the same.

3.16.0 **Maintenance of Service Road.** After DOT grades and constructs the Service Road and adds requisite signage therefore as required hereunder, repair, replacement, and maintenance of the Service Road shall be done as follows:

3.16.1. **CITY Responsibilities:**

- a. Provide assistance with patrolling, law enforcement and fire service.

3.16.2 **DNR Responsibilities**

- a. Maintain, repair and replace Service Road gravel;
- b. Maintain, repair and replace signage and gate;

- c. Maintain, repair and replace landscaping, including drainage;
- d. Snow and ice removal on Service Road; and
- e. Trash pick-up, and other operational needs.

3.17.0 **Construction of River Bridge.**

3.17.1 East of the CP Parcel, and through the RACM Parcel, flows the Menomonee River (the “**River**”). DOT shall construct, at its expense, and in accordance with plans and specifications approved by DNR, the CITY and RACM, a bridge (the “**Bridge**”) so that the HAST (after it has passed under CP’s tracks) may pass over the River.

3.17.2 RACM hereby consents to use of the RACM Parcel on a temporary basis for DOT construction of the Bridge with such use being limited to so much of the RACM Parcel as shall be reasonably needed for such construction, it being understood that the DOT shall have restoration duties concerning portions used for construction purposes.

3.17.3 After construction of the Bridge, and City, RACM and DNR inspection and approval of same, DOT shall quit claim same to City, the parties understanding that the City shall own the Bridge. Said Quit Claim shall be in the form attached hereto as **Exhibit C** and shall be subject to this Agreement. Specifically, CITY (after DOT deeds to it the Bridge) agrees that it takes title subject to an easement to DNR, for its benefit, CITY for its benefit, and the public for its benefit, which shall be permanent and non-exclusive, and be in and to the surface of the Bridge, which easement is intended for use in the HAST, and which easement is on the same terms and conditions contained herein concerning the RACM Easement Area, with CITY and DNR right to use, maintain, repair, and replace, upon the said surface area of the Bridge the recreational trail and appurtenances therefore (the HAST), together with the right of ingress and egress to the Bridge for HAST purposes.

3.18.0 **Maintenance of River Bridge.** After DOT constructs the Bridge and connects the HAST to same on both ends and extends the HAST over same, as required hereunder, repair, replacement, and maintenance of the Bridge shall be done as follows:

3.18.1 **CITY Responsibilities at its Expense:**

a. Inspect, maintain, repair, replace Bridge. Providing, however, if CP terminates the easements CP granted herein and/or removes or permanently closes or stabilizes the Underpass Structure per section 3.5.4 above, RACM may also terminate its easement rights granted herein over that part of any RACM-owned parcel that had been used for HAST Valley Passage, including those rights extending the HAST on the Bridge over the River, in which case RACM may remove or close off the Bridge.

3.18.2 **DNR Responsibilities at its Expense:**

- a. Maintain, repair and replace pavement and signage on Bridge and trail pavement on each end of same;
- b. Maintain, repair and replace signage;
- c. Maintain, repair and replace landscaping;
- d. Snow and ice removal on Bridge; and
- e. Provide enforcement of state statutes pertaining to trail and roadway use, sweeping the trail, Trash pick-up, and other operational needs.

3.19. **Damage.** Notwithstanding anything to the contrary contained herein, if CITY, DOT or DNR (including their respective officers, employees, and agents) cause damage to the Service Road or Bridge or any improvements thereto, the responsible party shall, at its expense, promptly repair or replace the damage to substantially the same condition as existed prior to the damage. Damage caused to the Bridge by the public shall be repaired by City, while damage caused by the public to the trail surface of or signage concerning the Bridge shall be repaired by DNR.

3.20.0 **Reservations and Conditions Regarding CP Easement (Section 3.2.1).**

- 3.20.1 The easement in the CP Easement Area (section 3.2.1) shall continue only so long as used for the purposes specified herein.
- 3.20.2 The Easement is non-exclusive, and CP reserves the right to use the CP Easement Area for any purpose not inconsistent with the use thereof for the purposes specified herein.
- 3.20.3 CP reserves fee title to the CP Easement Area itself, and any other party's or the public's use of the CP Easement Area, however long continued, shall not vest in any of them or the public, rights adverse to those of CP other than those granted by this Agreement.
- 3.20.4. Neither DNR nor CITY shall sell, convey, or assign its rights hereunder to a third party other than a public, quasi-public or nonprofit entity, that intends to use the HAST and Improvements for public-recreational-trail purposes.

Subject to the preceding, DNR, for itself, its successors and assigns, agrees that, should this Easement be required to be periodically re-recorded in order to preserve CP's rights, that such re-recording shall be the obligation and responsibility of DNR or its successors and assigns.

3.21.0 **Conduct and Liability regarding CP Easement Area.**

- 3.21.1 If and to the extent DNR or CITY undertakes any construction, maintenance, repair, replacement, or renewal of the HAST and Improvements (collectively "**Work**") at or on the CP Easement Area, DNR and CITY shall be responsible for determining the location and existence of any pipes, wires, conduits, sewers, piling, or other obstructions on the CP Easement Area (individually a "**Utility**" or collectively "**Utilities**") that could be affected by such Work. DNR and CITY shall require any third-party contractor or invitee acting on its behalf pursuant to this section to indemnify, defend and hold harmless CP for any and all liability for damage to the foregoing Utilities if any, caused by such Work.
- 3.21.2 CP makes no representation by the granting of the Easement that the CP Easement Area is free of any Utilities. In the event of any conflicts between the Work and a Utility, CP shall allow the reasonable relocation or replacement thereof, subject to applicable standards of CP, including, if applicable, the requirement that such Utility or Utilities be covered by CP standard license forms that are used by CP at the time of the relocation or replacement.
- 3.21.3 DNR and CITY, in accordance with their duties and division of labor set forth above, shall keep the HAST or Improvements in reasonable state of repair so not to interfere with, or endanger, railroad operations on adjacent railroad tracks ("**Routine Maintenance**").
- 3.21.4 Whenever Work shall be done or any equipment or other obstruction is to be placed over or interfere with any CP Tracks ("**Major Work**"), DNR and CITY:
- (a) shall not carry on any Major Work on the CP Parcel, until it shall have given CP at least three days' prior written notice. CP may elect to have a representative monitor such work. If CP determines that a flagman is necessary to protect railroad operations, DNR or CITY as the case may be shall promptly reimburse CP for all reasonable and necessary flagman expenses. Any and all plans for Major Work must be submitted to CP for review and approval within 30 days, which approval shall not be unreasonably withheld, conditioned or delayed;
 - (b) must make arrangements with CP for such flagging or watchman service as CP reasonably deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by CP. The fact

that CP provides such service shall not relieve DNR or CITY, as the case may be, from any liability under this Agreement. DNR or CITY as the case may be shall reimburse CP for the reasonable cost (including CP's normal labor and material additives) of such service within 30 days after CP tenders a bill therefor. CP's labor and material additives are subject to change without notice to DNR or CITY, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

- (c) agree that DNR and CITY and any party entering upon the CP Easement Area for the purpose of performing any Major Work shall:
 - (1) be subject to, and shall abide by CP's Minimum Safety Requirements for Contractors Working on Railway Property (the "**Safety Requirements**") as are currently in effect or as may be hereafter updated, amended or revised by CP, provided that CP supplies DNR and CITY with any such changes. DNR and CITY acknowledge receipt of the Safety Requirements that are in effect upon the date of this easement grant. Notwithstanding the preceding, if the Safety Requirements in possession of DNR or CITY at the time of commencement of any Major Work was obtained by it more than 5 years prior to such Major Work, then DNR and CITY shall be responsible for inquiring whether the Safety Requirements have been updated, amended or revised. If they have not, then the version of the Safety Requirements then in DNR's or CITY's possession shall be deemed current for another 5 years unless CP provides DNR and CITY with an updated version prior to the expiration of said 5 years term. The term "**Contractor**" used in the Safety Requirements shall apply to DNR and CITY and any person performing Major Work on DNR's or CITY's behalf as the case may be in the CP Easement Area, provided however that CP understands CITY and DNR are self-insured;
 - (2) if made available by CP, shall attend and participate in on-track safety instruction conducted by CP at DNR's and CITY's expense; and
 - (3) shall be supplied with a copy of the current (as defined in the preceding) Safety Requirements.

3.21.5 DNR and CITY shall:

- (a) be familiar with the requirements of, comply with, and secure at DNR's and CITY's own expense any permits or licenses required by, all applicable laws, regulations, ordinances, and standards, including without limitation all Environmental Laws;
- (b) upon written request by CP, provide CP with the results of appropriate reports and tests and with any other applicable documents to demonstrate that DNR

and CITY has complied with all Environmental Laws relating to the CP Easement Area;

- (c) not in any manner cause or allow the CP Easement Area to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring that area within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance;
 - (d) not, without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the CP Easement Area;
 - (e) not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the CP Easement Area;
 - (f) promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the CP Easement Area, regardless of the cause of the Release;
 - (g) promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning any Release of a Hazardous Substance on, to or from the CP Easement Area, or any alleged violation of or responsibility under any Environmental Law relating to the CP Easement Area; and
 - (h) promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the CP Easement Area that gives rise to any liability, claim, cause of action, obligation, demand, fine, penalty, loss, judgment or expense under any Environmental Law, or causes a significant public health or workplace effect, or creates a nuisance; and
 - (i) assume and pay any fee, tax, assessment or other charge or expense levied against the CP Easement Area or incurred by the Railroad in connection with installation, use or existence of the HAST upon the CP Easement Area.
- 3.21.6. To the extent permitted by applicable law, DNR and CITY hereby release and agree to indemnify, hold harmless and defend CP and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, or anyone acting on its behalf or their behalf, from and against any and all Claims (including without limitation any Claims arising under any

Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) of every kind, past, present and future, existing and contingent, known and unknown, arising from any injury to persons, firms or corporations whomsoever, including injuries resulting in death, and damage to property whatsoever, wherever such persons or property are located, caused by or attributable to, in whole or in part, any act or omission of DNR or CITY (or their respective employees, agents, representatives, or invitees) in connection with the exercise of the right and privilege herein granted, including without limitation the Use or Release of Hazardous Substances by DNR or CITY and the breach by DNR or CITY of any of its warranties, representations or covenants. DNR's or CITY's obligations hereunder shall survive the termination or expiration of this easement.

3.21.7 As used herein,

- (a) "**Claim**" or "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- (b) "**Environmental Law**" or "**Environmental Laws**" means the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.
- (c) "**Hazardous Substance**" or "**Hazardous Substances**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;
- (d) "**Release**" or "**Released**" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;

- (e) **“Response”** or **“Respond”** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;
- (f) **“Use”** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon a Hazardous Substance.

4.0 UEC. DNR may lease or convey a part of the DNR Parcel to the Urban Ecology Center (“UEC”). DNR’s duties hereunder are binding on successors in interest to DNR, and any conveyance or lease to UEC of any part of the DNR Parcel shall be subject to the terms hereof. DNR has informed CITY and RACM that UEC desires to make certain improvements to that part of the DNR Parcel known as 3700 West Pierce Street. DNR shall inform UEC that it may not construct any improvements on or affecting the DNR Easement Area without the CITY’s and RACM’s prior written consent. CITY and RACM inform DNR that they shall consider UEC’s requests for consent (and specific plans that UEC submits in conjunction therewith) in good faith – with DNR understanding (i) that UEC improvements may not interfere with the CP Parcel or CP operations on the CP Parcel, (ii) with HAST trail operations or maintenance, repair and replacement operations, (iii) that UEC will need to improve in accordance with all applicable laws and regulations, (iv) that CITY will need adequate area for access and for conducting its duties hereunder, and (v) that CITY and RACM and DNR approval will be needed prior to any UEC improvement being built within any DNR Easement Area.

5.0 SIGNATURES:

THE PARTIES HERETO have caused this Agreement to be executed by their authorized signatories as of the date first written above.

CITY: CITY OF MILWAUKEE	RACM: REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE
By: _____ Mayor Tom Barrett Per Common Council File No. 090219 CITY CLERK	By: _____ Robert B. Rondini, Chair And

<p>Ronald Leonhardt, City Clerk</p> <p>Countersigned:</p> <p>By: _____</p> <p>Michael J. Daun, Deputy Comptroller</p> <p>Milwaukee City Attorney Approval; and Authentication of CITY and RACM Signatures</p> <p>Gregg C. Hagopian, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the CITY and RACM representatives above, and also authenticates the signatures of each of the CITY and RACM representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>GREGG C. HAGOPIAN Assistant City Attorney State Bar No. 1007373</p> <p>Date: _____</p>	<p>By: _____</p> <p>David P. Misky, Asst. Exec. Dr./Sec.</p>
<p>DNR: WISCONSIN DEPARTMENT OF NATURAL RESOURCES</p>	<p>CP: SOO LINE RAILROAD</p>
<p>By: _____</p> <p>Name _____</p> <p>Printed: _____</p> <p>Countersigned:</p>	<p>By: _____</p> <p>David S. Drach Director, Real Estate Marketing, U.S.</p>

DOT Authentication

James Thiel, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the State DOT representatives above, and also authenticates the signatures of each of the above State DOT representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

By: _____
JAMES THIEL

State Bar No. _____

Date: _____

EXHIBIT A TO VALLEY PASSAGE EASEMENT

QUIT CLAIM DEED

Document Title

Document Number

QUIT CLAIM DEED

DOT to CITY

Drafted By:

Gregg C. Hagopian
Assistant City Attorney
841 North Broadway, 7th Floor
Milwaukee, WI 53202

Recording Area

Name and Return Address

Gregg C. Hagopian
Assistant City Attorney
841 North Broadway, 7th Floor
Milwaukee, WI 53202

424-0403-000-0
423-9999-003
436-9999-000-1

Tax Key Number

EXHIBIT B TO VALLEY PASSAGE EASEMENT

QUIT-CLAIM DEED FROM DOT TO CITY
UNDERPASS AND UNDERPASS WINGWALLS,
AND BRIDGE

THIS QUIT CLAIM DEED (the "Deed"), is made as of this _____ day of _____, 200 __, and is from the STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION ("DOT"), as Grantor, to CITY OF MILWAUKEE (a municipal corporation located in Milwaukee, Wisconsin), ("CITY") as the Grantee.

RECITALS

- A. DOT and CITY are parties (along with the STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES ("DNR"), SOO LINE RAILROAD COMPANY ("CP"))

and the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE ("RACM"), to that certain Valley Passage Easement (the "VP EASEMENT").

- B. Under the VP EASEMENT, DOT is obligated to convey to CITY by this Deed the Underpass and Underpass-structure wingwalls and the Bridge (all as defined in the VP EASEMENT) and to record this Deed at DOT's expense in the Milwaukee County Register of Deeds Office.
- C. The Underpass and Underpass-structure wingwalls are situated upon lands owned by CP in the City of Milwaukee, Milwaukee County, Wisconsin, herein called the "CP Parcel" and shown generally on the map attached hereto as EXHIBIT A, and legally described in EXHIBIT A.
- D. The Bridge is situated upon lands owned by RACM in the City of Milwaukee, Milwaukee County, Wisconsin, herein called the "RACM Parcel" and shown generally on the map attached hereto as EXHIBIT A, and legally described in EXHIBIT A.

CONVEYANCE

- 1. **Conveyance.** DOT hereby conveys to CITY the Underpass and Underpass wingwalls and the Bridge.
- 2. **Easement.** DOT's conveyance is subject to the VP Easement document – including the easement CP granted therein to DNR and the CITY for their benefit and members of the public.
- 3. **Recording.** This Deed shall be recorded in the Milwaukee County Register of Deeds Office against the CP Parcel at DOT's expense.

IN WITNESS WHEREOF, DOT, as Grantor, caused this Deed to be executed by its authorized signatories as of the date first written above.

DOT: WISCONSIN DEPARTMENT OF TRANSPORTATION
By: _____
Name Printed: _____

Countersigned:

By: _____
Name Printed: _____

DOT Authentication

James Thiel, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the State representatives above, and also authenticates the signatures of each of the above State representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

By: _____
JAMES THIEL

State Bar No. _____

Date: _____

APPENDIX 3.2.B.

CP TO DNR PED. TUNNEL

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific ("CP")

in consideration of the sum of TEN DOLLARS to it in hand paid by

THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (Grantee),

the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, quit claim and convey unto the Grantee, its successors and assigns, forever, the following described Goods, Chattels and Personal Property, to-wit:

A Pedestrian Tunnel and utility wires, pipes, conduits or connections appurtenant thereto located in the City of Milwaukee, Milwaukee County, Wisconsin upon the land in the City and County of Milwaukee, Wisconsin, located at CP's lands at 699 S. 35th Street and 3700 R W. Pierce Street, and which Tunnel is roughly north of 3638 W. Pierce Street,

collectively, the "Improvements"

This Bill of Sale is made on an "AS-IS" and with "ALL FAULTS" basis. Grantee's execution hereto shall represent its acknowledgment and agreement that Grantor has not made any written or oral representation or warranty of any kind with respect to the Improvements (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose.

TO HAVE AND TO HOLD THE SAME, unto the Grantees, their successors and assigns Forever.

Dated as of _____

SOO LINE RAILROAD COMPANY
d/b/a Canadian Pacific

By: _____
Director, Real Estate Marketing, U.S.

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing Bill of Sale was acknowledged before me this ____ day of _____, 2009 by David S. Drach, the Director, Real Estate Marketing, U.S. of Soo Line Railroad Company d/b/a Canadian Pacific, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public
Name Printed: _____

My commission: _____

**STATE OF WISCONSIN, DEPARTMENT OF
NATURAL RESOURCES**

By: _____
Richard E. Steffes
Real Estate Director
State of Wisconsin Dept. of Natural Resources

STATE OF WISCONSIN)
) ss:
COUNTY OF DANE)

The foregoing Bill of Sale was acknowledged before me this ____ day of _____, 20__, by Richard E. Steffes, Real Estate Director of the State of Wisconsin Department of Natural Resources.

Notary Seal

Notary Public

APPENDIX 3.2.C.

RELEASE OF CCR AGAINST ACCESS PARCEL

DOCUMENT NUMBER

**RELEASE OF
RESTRICTIVE
COVENANT AFFECTING
3638 W. PIERCE**

This instrument was drafted by:
Richard E. Steffes, DNR

RESERVED FOR RECORDING DATA

Return Recorded Documents to:

Richard E. Steffes
Wisconsin Department of Natural Resources
Bureau of Facilities and Land Mgt
101 S. Webster Street
Madison, WI 53707-7921

Dated as of **JULY 9, 2009.**

436-0006-000-8
PARCEL IDENTIFICATION NUMBER

THIS RELEASE is made by

SOO LINE RAILROAD COMPANY, a Minnesota corporation, doing business as Canadian Pacific, hereinafter called the "**CP**"

WITNESSETH:

WHEREAS, pursuant to a reservation in a Quit Claim Deed dated May 22, 1989 and recorded in the Register's Office in and for Milwaukee County, Wisconsin on June 9, 1989 as Document Number 6283187, CP did convey to WHM Partners the following real property in Milwaukee County, Wisconsin:

Lot 20, in Block 1 in Arlington Heights, being a Subdivision of the Southwest ¼ of Section 36, Township 7 North, Range 21 East, in the City of Milwaukee,

a/k/a 3638 West Pierce Street, Milwaukee, Tax Key 436-0006-000-8,

the "**Deed**;"

WHEREAS, the Deed was subject to the following restrictive covenant:

"A railroad underpass is located partly on and partly off the real property. Grantee covenants [sic], for itself and its successors and assigns, that it shall, at its sole cost and expense, permanently close and seal off the south end of the underpass in the manner shown on the attached Exhibit A. This covenant shall run with the land and shall bind subsequent owners of the real property."

[Exhibit A referenced above is omitted from this document], the "**Restrictive Covenant**;" and

WHEREAS, CP now desires to abandon and remove said Restrictive Covenant from the Deed.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, CP does hereby abandon and release said Restrictive Covenant from the property encompassed by the Deed.

CP has caused this Release of Restrictive Covenant to be duly executed, as of the day and year first above written.

CP: SOO LINE RAILROAD COMPANY
d/b/a Canadian Pacific

By: _____
David S. Drach
Director, Real Estate Marketing, U.S.

APPENDIX 4.1

INTENTIONALLY OMITTED

APPENDIX 5.0

Definitions to 2009 West Allis Trail Extension Agreement

1. “**West Allis Line**” means the CP railroad corridor (past and present) extending approximately 7.29 miles westerly from CP’s Muskego Yard in Milwaukee, to Elm Grove, Wisconsin.
2. “**West Allis Trail**” means the approximately 5.25 miles of the West Allis Line sold by CP to DNR on October 12, 2006.
3. “**East End Point**” means the easterly end of the West Allis Trail, being 100 feet easterly of the east end of the rail bridge crossing Hwy 41 (Miller Parkway) in the City of Milwaukee, Wisconsin.
4. “**West End Point**” means the westerly end of the West Allis Trail being a point along the Southerly right-of-way line of the West Allis Line of the point of intersection of the Northerly extension of the centerline of North 123rd Street and said Southerly right-of-way line in the Village of Wauwatosa, Wisconsin.
5. “**West Allis Easement**” means the easement for recreation purposes granted by CP to DNR on October 12, 2006 over the northerly 50 feet of the West Allis Line extending 1,070 feet, more or less, easterly of the East End Point.
6. “**Air Line Yard**” means a section of rail storage tracks that parallel the West Allis Line westerly from CP’s Muskego Yard to approximately 39th Street.
7. “**Ped. Tunnel.**” means the existing pedestrian tunnel beneath the West Allis Line and Air Line Yard at approximately 37th Street.
8. “**West Extension**” means the fee title to that portion of the West Allis Line extending westerly from the West End Point to the center line of Blue Mound Road (U.S. Rt. 18).
9. “**East Extension**” means an easement for recreational purposes over that portion of the West Allis Line and Airline yard extending easterly from the east end of the West Allis Easement to approximately 36th Street.
10. “**Valley Passage**” means a new recreational underpass proposed to be constructed in the same general location as the Ped. Tunnel.
11. “**New Rail Bridge**” means a new ballast deck rail bridge proposed to be constructed to support a rail track over the Valley Passage.
12. “**Mitchell Park Bridge**” means a pedestrian bridge proposed to be constructed over CP’s Air Line Yard extending southerly from the Mitchell Park Domes.

13. **“Property”** when used in conjunction with one of the Components shall refer to the real estate associated with that Component.

APPENDIX 6.0

General Provisions to 2009 West Allis Trail Extension Agreement

1. **CAPITALIZED TERMS**: Unless assigned a new or different meaning, capitalized phrases in this Appendix 6.0 shall have the same definitions as contained in the 2009 West Allis Trail Extension Agreement:

The 2009 West Allis Trail Extension Agreement is referred to herein as the “**Main Agreement**.”

As used herein, “**Buyer**” shall mean DNR, in respect to a Component Transaction involving it.

2. **GOVERNMENTAL APPROVAL**: If CP is required to obtain governmental approval or exemption in lieu thereof (collectively, Authorization) in order to consummate a Component Transaction, the closing of the Component shall be contingent upon the granting of Authorization, and Buyer will cooperate, as reasonably practical, with CP to obtain Authorization. If Authorization is not obtained within one hundred eighty (180) days after the Effective Date of the Main Agreement, the Component Transaction shall automatically terminate at the end of the said period and the parties shall have no further liabilities, rights or obligations to one another hereunder. If Authorization is not obtained prior to the expiration of the time period specified in Section 2, the date for closing shall be delayed to a date no later than 15 days after Authorization is obtained; however, under no circumstances shall the closing be delayed to a date later than one hundred eighty (180) days after the Effective Date.
3. **ESCROW**: If the Component Transaction is closed in escrow, Buyer will pay all fees and charges in connection with the escrow.
4. **ENCUMBRANCES**: Property or rights thereupon will be conveyed subject to facts which would be disclosed by a comprehensive survey complying with current ALTA/ACSM Minimum Survey Standards or Chapter AE-7, Wis. Adm. Code, rights and claims of parties in possession, rights of the public, and easements, leases, licenses, and permits. Buyer may object to the marketability of CP's title on the basis of such matters.
5. **JUDGMENT LIENS**: Any judgment against CP which may appear of record as a lien against Property shall be settled and satisfied by CP within thirty (30) days after it becomes final and unappealable, and CP shall indemnify Buyer, and Buyer's title insurer, for any loss sustained by either of them as a result of CP's failure to have any such judgment lien so settled and satisfied. Buyer may object to the marketability of CP's title on the basis of such matters.
6. **SURVEY**: Within 45 days following the Effective Date the Buyers shall, at their expense, obtain a survey of the Properties consistent with the survey standards recited in Section 4

above. The survey shall be prepared by a surveyor registered in the State of Wisconsin. If the Land is registered (i.e., Torrens) land, or if a certified survey is required by law, the survey shall be duly certified. The survey shall describe the:

- (a) Property to be sold or encumbered;
 - (b) easements or other rights reserved onto CP, including, but not limited to, billboard(s), utility lines or railroad tracks;
 - (c) location of all known easements and improvements, including, but not limited to, easements for railroad tracks, including easements reserved by CP pursuant to any Component Transaction; and
 - (d) location of all CP's railroad tracks within 50 feet of the outer boundaries of the Property.
7. **SUBDIVISION PLATS**: Buyer will be responsible for preparing, at its expense, any survey or plat required by any governmental authority (including any survey or plat of CP's property contiguous to the Land, where such survey or plat is required in connection with or as a consequence of, Buyer's purchase of Land or an Easement). The survey or plat shall not be filed or recorded until CP has approved it. CP's approval shall not be unreasonably withheld.
8. **RIGHT OF ENTRY**: Except as may be otherwise provided in connection with a Component Transaction, during the first 45 days after the Effective Date, or until 7 days prior to closing for a particular Component Transaction, whichever is earlier, Buyer (and its employees, agents, and contractors) may enter Property and, to the extent necessary to effectuate the purposes of this Section, CP's land in the vicinity of the Property (such land and the Property being referred to, collectively, as the Site), for the purpose of conducting soil tests, environmental tests, and a survey, subject to the following conditions:
- (a) Buyer shall give CP reasonable advance notice of the date and time of each entry and the nature of the activities to be conducted on the Site at each such date and time.
 - (b) CP may elect to be present during the conduct of such activities and to monitor same. Such monitoring shall not relieve Buyer of any liability under this Section 8.
 - (c) Prior to entering the Site, Buyer shall secure the permission of any tenant then in possession of same.
 - (d) Upon the completion of its activities on the Site, Buyer shall remove any debris resulting from such activities and shall restore the Site, as reasonably practical, to the condition it was in prior to the commencement of such activities.
 - (e) To the extent provided by law, Buyer shall indemnify, hold harmless and defend the Indemnitees (as defined below) from and against all Claims arising out of, resulting from or relating to any loss of (or damage to) any property or business or any injury to (or death of) any person, where such loss, damage, injury, or death actually or allegedly arises (whether directly or indirectly, wholly or in part) from:

(1) any negligent action or omission of Buyer (or its employees, agents, or contractors) while on the Site pursuant to this Section 17; or (2) the exercise by Buyer (or its employees, agents, or contractors) of the permission granted by this Section 8; or (c) the release of any Hazardous Substance (as defined in Section 30) resulting (directly or indirectly, wholly or in part) from any action or omission of Buyer (or its employees, agents, or contractors) while on the Site pursuant to this Section 8. Indemnitees means CP, its subsidiaries, affiliated companies and parent companies, and their directors, officers, employees and agents, including without limitation Soo Line Corporation, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, and Canadian Pacific Company.

- (f) Buyer (and its employees, agents, and contractors) shall comply with all applicable laws while on the Site.
 - (g) Buyer will not commence any environmental testing until its work plan for such testing has been approved in writing by CP, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer will provide CP with complete copies of the test data and test reports as soon as they are available to Buyer.
 - (h) The cost of any test or survey will be borne solely by Buyer.
 - (i) Test holes shall be located no closer than 10 feet from the nearest rail of any railroad track located on or adjacent to the Site. Drilling equipment and related equipment shall not be placed closer than 10 feet from the nearest rail of any such track.
 - (j) While on the Site, Buyer (and its employees, agents, and contractors) shall comply with CP's safety rules, including any requirement regarding the use of flagmen. All costs associated with compliance with such rules shall be borne by Buyer. If CP shall incur any costs in connection therewith, Buyer shall reimburse CP within 30 days after receipt of CP's invoice.
 - (k) Unless disclosure is required by court order or applicable law, Buyer shall maintain, and shall cause its employees, agents, and contractors to maintain, the confidentiality of all information pertaining to any environmental test performed on the Site.
 - (l) If any mechanic's or materialmen's lien, or similar lien, is asserted against the Site, the Property, or any other property of CP or the Indemnitees as a result of the exercise of the permission granted in this Section 8, Buyer shall immediately satisfy and/or obtain the release of such lien, all at Buyer's expense, and Buyer shall indemnify, hold harmless and defend the Indemnitees from and against all Claims arising out of or connected with such lien.
9. **TITLE MATTERS:** CP makes no warranty or representation with respect to the marketability or quality of its title and is not under any obligation to furnish abstracts of title,

title reports, or title insurance policies in respect of the Property. Buyer shall have 45 days after the Effective Date in which to raise objections to the marketability of CP's title. If Buyer objects to CP's title, it must give CP notice within such 45-day period, specifying the precise nature of the alleged title defects. The notice must be accompanied by evidence of the alleged defects, in the form of a copy of an abstract of title or a title company's title commitment. If Buyer fails to give proper or timely notice, it shall be deemed to have waived its right to object (except that defects which arise subsequent to the 45-day period shall not be deemed waived unless Buyer fails to give CP notice of same promptly after it learns, or in the exercise of reasonable diligence should have learned, of them); furthermore, even if Buyer gives proper and timely notice, it shall be deemed to have waived its right to object on the basis of then-existing defects not specified in the notice. CP shall have 45 days or until the closing, whichever is less (the Cure Period), in which it may, if it so chooses, attempt to cure any defect specified in a timely and otherwise proper notice. CP has no obligation or responsibility whatsoever to cure (or attempt to cure) any title defect. If CP shall undertake to cure or attempt to cure any title defect, it may withdraw from such undertaking at any time without penalty; such undertaking shall not create, nor shall it under any circumstance be construed to create, any obligation whatsoever on the part of CP to cure any such defect. If CP is unable or unwilling to cure any specified defect, Buyer may terminate this Agreement by giving CP notice of termination at any time prior to the actual delivery and acceptance of the deed, which notice shall state that this Agreement is being terminated by reason of CP's failure to cure title defects. If Buyer gives proper and timely notice of termination, CP reimburse Buyer for the actual amount paid by Buyer for the abstract of title or title commitment, provided that the abstract or commitment is delivered and assigned to CP. By accepting delivery of any applicable conveyance document, Buyer shall be deemed to waive any and all uncured title defects.

10. **REAL ESTATE BROKERS:** CP represents that it has not retained any real estate broker or agent in connection with any of the Component Transactions. If any real estate broker or agent can establish a valid claim for commission or other compensation in connection with a Component Transaction, such commission or other compensation shall be paid by Buyer.
11. **ENVIRONMENTAL: PARTIES' RIGHT TO TERMINATE:** Either party may terminate this Agreement at any time prior to the delivery of the deed if it determines, in the exercise of its discretion, that circumstances related to Hazardous Substances render the sale inadvisable and upon such termination the parties shall have no further liabilities, rights or obligations to one another hereunder. The closing of the sale, if it occurs, is not, and shall not be construed as, an actual or implied representation or warranty by CP as to the condition of the Property or the absence of Hazardous Substances.
12. **LITIGATION EXPENSES:** In any action brought in connection with this Agreement, the prevailing party shall be entitled to recover its litigation expenses, including, but not limited to, court costs, disbursements, witness fees, experts' fees, and attorneys' fees.
13. **LIQUIDATED DAMAGES AND SPECIFIC PERFORMANCE:** If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, CP may declare this Agreement terminated. Likewise, if CP fails to perform any of the terms or

conditions of this Agreement within the specified time limits, Buyer may declare this Agreement terminated or Buyer may have this Agreement specifically enforced. The rights and remedies granted to the parties in this Section are intended to be cumulative to all other rights and remedies available to the parties (whether under this Agreement, at law, in equity or otherwise); accordingly, the exercise by either party of any such right or remedy shall not preclude it from exercising any other such right or remedy.

14. **RAIL SERVICE; NO OBLIGATION:** Nothing in the Main Agreement or any of its subparts or appendices is intended to create, nor shall it be construed to create, any express or implied obligation on the part of CP to provide (or continue to provide) rail service to Buyer and/or the Property. Nothing in this Agreement is intended to prevent or limit, nor shall it be construed to prevent or limit, the discontinuance, by CP, of rail service over any railroad line or trackage by which rail service is or may be provided to Buyer and/or the Property.

APPENDIX 7.0

Sale Provisions to 2009 West Allis Trail Extension Agreement

1. **CAPITALIZED TERMS**: Unless assigned a new or different meaning, capitalized phrases in this Appendix 7 shall have the same definitions as contained in the 2009 West Allis Trail Extension Agreement.

The 2009 West Allis Trail Extension Agreement is referred to herein as the “**Main Agreement**.”

2. **REAL ESTATE TAXES**: The total real estate tax bill accruing in the year in which the date of closing occurs will be prorated on a per diem basis as of the closing, using the most recent tax bill; such proration will be final and binding on CP and Buyer and there shall be no post-closing adjustment. There will be no proration to the extent the payment of such taxes has been assumed by a lessee under a lease that will be assigned to Buyer or merged into the purchase.
3. **SPECIAL ASSESSMENTS**: Buyer will assume responsibility for paying any special assessment (or installment thereof) that is levied, pending or deferred where the due date for payment is on or after the closing date, irrespective of the date of the improvement.
4. **LEASES**: Except as may be otherwise agreed by Buyer and CP, at and as of the closing, CP will assign to Buyer CP's rights, and Buyer will assume CP's obligations, under any lease which: (a) was granted or benefited by CP (or its predecessors in interest) as lessor, (b) is known to CP, and (c) includes or burdens any portion of the Property; provided, that if Buyer is the lessee under such a lease, that lease shall merge into the purchase as of the closing. And further provided, that if a lease includes property other than the Property, the assignment and assumption (or merger) shall be limited to the leasehold interest in the Property. The assignment and assumption contemplated by this Section shall be limited to rights and obligations accruing as of and after the closing. Prepaid rentals shall be prorated on a per diem basis at and as of the closing. In the event of a partial assignment or merger, rentals in respect of the period from and after the closing shall be adjusted between CP and Buyer on the basis of the square footage of the land area of their respective interests in the leased premises; provided, however, that where the rental was established on a basis other than square footage, the adjustment shall be determined using such other basis. CP will provide a copy of each such lease to Buyer within 30 days after CP accepts this offer. At the closing, the parties will execute an assignment and assumption agreement incorporating the terms of this Section and identifying such lease or leases.
5. **EASEMENTS, LICENSES, AND PERMITS**: Except as may be otherwise agreed by Buyer and CP, at and as of the closing, CP will assign to Buyer CP's rights, and Buyer will assume CP's obligations, under existing easements, licenses, and permits (collectively, instruments) which: (a) were granted by CP (or its predecessors in interest), (b) are known to CP, and (c) include or burden any portion of the Property. There shall be no proration of prepaid rentals, prepaid fees, or other prepaid charges in respect of any such instrument. If such an instrument pertains in part to property other than the Property, the assignment and

assumption shall be limited to the interest the instrument creates in the Property. In the event of such partial assignment, the rentals, fees, and other charges which come due after the closing shall be allocated between CP and Buyer on the basis of the square footage of the land area of their respective interests in the property affected by the instrument; provided, however, that where the rental, fee, or other charge was established on a basis other than square footage, the adjustment shall be determined using such other basis. The assignment and assumption contemplated by this Section shall be limited to rights and obligations accruing as of and after the closing. CP will provide a copy of each such instrument to Buyer within 30 days after CP accepts this offer. At the closing, the parties will execute an assignment and assumption agreement incorporating the terms of this Section and identifying such instrument or instruments.

APPENDIX 8.0

Provisions Governing the Whole of 2009 West Allis Trail Extension Agreement

1. **Applicable Law:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

2. **Capitalized Words or Phrases.**

Unless expressly provided to the contrary, capitalized words or phrases shall have the specific meaning ascribed to them in this Agreement throughout this Agreement regardless of whether the word or phrase is defined prior or subsequent to the occurrence or use of the capitalized word or phrase.

3. **Computation Of Time.**

For the purpose of computing the time periods specified in this Agreement, Saturdays, Sundays and legal holidays shall be counted. However, where the last day for performing any act falls on a Saturday, Sunday, or legal holiday, that act may be performed on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

4. **Conflict of Terms:**

Except as provided in Appendix 3.1, should any phrase contained in this document or any of its subparts or appendices conflict with any other term in the Agreement, the meaning in any conveyance document (Appendices 1 through 8, including subparts) shall take precedence over any other part of the Agreement. Subject to the preceding, any other Appendix shall take precedence over the Main Agreement.

5. **Duplicate Copies & Counterparts.**

This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

6. **Entire Agreement:**

This Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Property. Buyer has not relied on any statements or representations by CP except as are set forth in this Agreement.

7. **Headings:**

The Section headings used in this Agreement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the Sections to which they are appended, and they shall not be used or construed as guides to the interpretation of said Sections.

8. **Assignability:**

Buyer shall not in any manner assign or transfer its rights under this Agreement,

voluntarily or involuntarily, by operation of law or otherwise, without the advance written consent of CP. Any attempted or purported assignment or transfer by Buyer without such consent shall be void. Subject thereto, this Agreement shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

9. Notices

Any notice given by any party hereto shall be good if served upon another party at the address set forth in Section 1.A. of the Agreement, or other address has may subsequently amended by the party, or if deposited in a United States Postal Service post office, certified mail, addressed to a party at their last known address.

10. Severability:

Each provision, paragraph, section, sentence, clause, phrase, and word of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase or word of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

11. Singular and Plural.

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying language as may be necessary to conform to the change from singular to plural, or vice versa.

12. Survival Of Indemnification, Litigation Expense And Confidentiality Provisions:

The indemnification, litigation expense, and confidentiality provisions of this Agreement shall survive its termination.

13. Survival Of Terms And Conditions:

The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.

14. Time Of The Essence:

Time is of the essence of this Agreement.

VALLEY PASSAGE
SERVICE ROAD
EASEMENT AGREEMENT

Document Number

Document Title

VALLEY PASSAGE
SERVICE ROAD
EASEMENT AGREEMENT

Recording Area

Name and Return Address

Tax Key Numbers:

403-9998-000

403-0801-100

403-9994-100

422-9997-000

422-9994-000

422-9993-200

423-9999-017

423-9999-130

424-0403-000-5

THIS DOCUMENT WAS DRAFTED BY:

Richard Henneger, Wisconsin Department of Natural Resources

THIS EASEMENT AGREEMENT (this "**Agreement**"), is made by and among the STATE OF WISCONSIN, by its DEPARTMENT OF ADMINISTRATION, "**Landlord**"), and by its DEPARTMENT OF NATURAL RESOURCES ("**DNR**"), the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin ("**City**"), the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a body corporate under Wis. Stat. § 66.1333 ("**RACM**"), the SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, a political subdivision of the State of Wisconsin (the "**District**"), and THE MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP (the "**Brewers**"), and is dated as of **JULY 9, 2009**.

RECITALS

- A. Landlord owns certain lands that it ground-leased to the District pursuant to a 99-year ground lease dated as of October 21, 1996 (the "**Ground Lease**"). A Memorandum of the Ground Lease was recorded in the Milwaukee County Register of Deeds Office as Document Number 7389194.
- B. The District, in turn, subleased the land subject to the Ground Lease, as more particularly described on EXHIBIT A attached hereto and made a part hereof (the "**Ground Lease Land**"), and other real property to the Brewers pursuant to the Miller Park Lease Agreement, as amended and restated dated as of June 30, 2004 (the "**Miller Park Lease**"). A Memorandum of the Miller Park Lease was recorded in the Milwaukee County Register of Deeds Office as Document Number 8834644.
- C. The City, RACM, DNR and SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as CANADIAN PACIFIC ("**CP**"), entered into a Valley Passage Easement, dated as of JULY 9, 2009 (the "**VP Easement**"), concerning the extension of the Henry Aaron State Trail ("**HAST**") under CP tracks in the area generally north of 3700 W. Pierce Street and then over the Menomonee River. The VP Easement calls for a Service Road (as defined therein) over lands owned by RACM and lands owned by Landlord.
- D. The District, the Brewers, and CMC Heartland Partners ("**CMC**") are parties to that certain "**Reciprocal Operating and Easement Agreement**" dated as of September 18, 1998 (the "**98 REO**"). The 98 REO was recorded in the Milwaukee County Register of Deeds Office as Document No. 7653362. RACM and City are successors in interest to CMC and succeeded to CMC's rights and interests under the 98 REO.

AGREEMENT

- 1. Recitals. For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree to the recitals above and the terms herein.

2. Grant of Easements.

A. Temporary, Limited Easement to DNR: Construction. Landlord, as its interests appear, as fee owner of the Ground Lease Land, and the District and the Brewers, each having a leasehold interest in the Ground Lease Land (and having the authority under the Ground Lease and the Miller Park Lease, respectively, to grant easements), hereby grant unto DNR, or its designee, a temporary, limited easement ("TLE") to enter upon that portion of West Canal Street located on the Ground Lease Land and lying east of but connecting to Miller Parkway and that portion of the improved roadway located on the Ground Lease Land extending from West Canal Street south to the Cul de Sac, ~~and also that part of the improved roadway located on the Ground Lease Land extending from West Canal Street south to Wisconsin Department of Transportation (DOT) public right-of-way~~ (together, the "Access Drives"), each as depicted and identified by cross-hatching on EXHIBIT B (the "Map"), for the purpose of constructing a gravel service road (the "Service Road") in the location shown on the Map and legally described on EXHIBIT C attached hereto (the "Service Road Easement Area") which Service Road will then extend east of the Ground Lease Land (onto RACM land, Tax Key No. 424-0403-000-5). Construction on the Ground Lease Land will include a curb cut, grading, landscaping, and road construction, and construction on RACM land east of the Service Road Easement Area and east of the Ground Lease Land will include adding a manually-operated gate on RACM land and signs on RACM land that are adjacent to or on such gates, at both ends, indicating that the Service Road is a private road for authorized vehicles only. DNR's (or its designee's) construction of the Service Road, on the Ground Lease Land, and DNR's (or its designee's) construction of the referenced gate and signage, shall be in conformance with plans and specifications approved by the parties hereto in advance, which approval shall not be unreasonably withheld, conditioned or delayed. Whether the gate will be locked will be determined by the Milwaukee Police Department.

DNR shall, at DNR's expense, and at no cost to any other party hereto, complete such work by **October 31, 2010**, at which time the TLE shall automatically terminate without the necessity of any further notices or agreement. DNR shall restore any and all damage caused to any Ground Lease Land as a result of its construction or other activities thereon.

B. Service Road Easement. Landlord, District, and the Brewers hereby grant unto DNR, City, and RACM, and their respective designees, (i) an easement on, over and across the Service Road Easement Area for the purpose of connecting the

Deleted: [NOTE: DNR to confirm what improved roadway this is intended to cover.]

Service Road to the Cul de Sac (shown on the Map) on the Ground Lease Land and, thereafter, for the purpose of pedestrian and vehicular access (subject to the terms of subparagraph C. below) from and to the Cul de Sac so that the Cul de Sac may be used for ingress and egress to the Service Road, and (ii) an easement to use the Service Road Easement Area and the Access Drives so that DNR, City, and RACM, and their respective designees can access the Service Road by vehicle.

- C. **Service Road Limited Use.** The Service Road shall not be open to general traffic or public use, and is intended only for construction access, service, patrol, capital and routine maintenance, police purposes and emergency responders associated with the RACM land east of the Service Road Easement Area, and associated with the HAST and the Valley Passage.
3. **Maintenance of Service Road.** After the construction of the Service Road (which will include that portion of the Service Road located within the Service Road Easement Area) by DNR, or its designee, maintenance of the same shall be in conformance with the terms of the VP Easement, and Landlord, District and Brewers shall be deemed third party beneficiaries concerning the VP Easement (and same shall not be amended without the prior written consent of Landlord, District and Brewers, which shall not be unreasonably withheld, conditioned or delayed) in so far as the parties' rights and duties thereunder affect or may affect the Ground Lease Land and operations thereon.
4. **REO.** Costs of maintaining, operating, repairing and replacing the Service Road shall not be included in the Budget (as defined in the 98 REO) or be part of or subject to the cost-sharing provisions of the 98 REO. Nothing contained herein diminishes or modifies in any way any right under the 98 REO.
5. **No Public Dedication.** Neither Landlord, District nor Brewers have agreed herein to publicly dedicate any portion of the Ground Lease Land and nothing contained herein shall be construed to constitute any such public dedication.
6. **Repair/Restoration/Injury.** In the event of any damage to the Ground Lease Land or improvements thereon or therein, or injury to person or persons, attributable to the acts or omissions of DNR, City, RACM or by their respective designees (including, without limitation, their respective officers, employees, agents, contractors, licensees and authorized representatives), the responsible party shall promptly, at its sole cost and expense, repair such damage to the reasonable satisfaction of the Brewers and the District, and be responsible to the injured party, in accordance with and to the extent provided by law (and subject to defenses that may be raised). In the event such damage

is not promptly or properly repaired, either the Brewers or the District (or both) shall, after providing notice to the responsible party, have the right to repair such damage, and the responsible party shall then promptly reimburse the Brewers and the District, as the case may be, for all costs and expenses reasonably incurred in connection with any such repairs.

7. **Indemnification.** To the fullest extent permitted by law, DNR (“**Indemnitor**”) shall, and hereby does, indemnify and save harmless the District and the Brewers, and their respective officers, directors, employees, agents, licensees, permittees, invitees, and authorized representatives (collectively, “**Indemnitees**”), from and against any and all loss, damage, injury, liability, costs and expenses (collectively, “**Claims**”) (i) for which Indemnitor, City or RACM, or their respective designees, has undertaken an obligation of indemnification and/or reimbursement under this Agreement, and (ii) that such Indemnitees may suffer or incur as a result of breach by Indemnitor, City or RACM, or their respective designees, hereunder, or as a result of any acts or omissions of Indemnitor, City or RACM, or their respective designees, hereunder (including, without limitation, its officers, agents, employees, authorized representatives, contractors, licensees, permittees, invitees, consultants and contractors) regarding its construction of the Service Road, or its acting hereunder (which shall include, but not be limited to, the maintenance, repair, replacement and inspection of the Service Road) or matters relating to the Service Road Easement Area; provided, however, the right to indemnification (a) shall not include any Claims resulting from the Indemnitees’ negligent acts or omissions or gross misconduct with respect thereto, and (b) if the loss, damage, injury or liability results from the joint negligence of such Indemnitees and an Indemnitor or its designee, then the liability therefore shall be borne by the Indemnitor and the Indemnitees in proportion to each party’s respective degree of negligence; provided, further, however, that these provisions are subject to the legal defenses that, under law or in equity, the parties hereto are respectively entitled to raise.

In connection with any Claims for which Indemnitor has undertaken an obligation of reimbursement under this Agreement, such Indemnitor shall reimburse the District and/or the Brewers, as applicable, within thirty (30) days following Indemnitor’s receipt of a reasonably detailed statement summarizing the costs and expenses sought to be reimbursed.

8. **Entry at Own Risk for Limited Purposes; Release.** Entry by DNR, City, RACM or their designees onto the Ground Lease Lands Land under this Agreement shall be limited to the purposes expressly specified herein, ~~and shall be at the sole risk of those entering.~~ DNR, City and RACM hereby release Landlord, the District and the Brewers from liability for injury to person or damage to property associated with such entry.

9. **Reservation.** Landlord, the District and the Brewers reserve the right to use the Ground Lease Land, including without limitation, the lands within the TLE and the Service Road Easement Area, for any and all purposes consistent with the rights granted herein.

10. **Non-Disturbance: Construction Around Restricted Periods.** Construction of the Service Road, and any other actions hereunder (including access rights to the Access Drives and to the Service Road Easement Area and to any part of the Service Road on the Ground Lease Land, and maintenance, repair, inspection and replacement of the Service Road and related improvements on any part of the Ground Lease Land) shall not interfere with the use of the Access Drives or the Ground Lease Land by the Brewers, the District, or their respective invitees and permittees, during the following periods (herein called "**Restricted Periods**").
 - A. **Home Games.** On days of the Brewers' home games, use of the easement areas herein defined by DNR, City and RACM, and their respective designees, shall, except in the event of an emergency or as needed by police or emergency responders, be prohibited during the time period beginning not less than three (3) hours before the parking gates open and ending not earlier than two (2) hours after the game has been completed.

 - B. **Certain Games.** Use of the easement areas herein defined by DNR, City and RACM, and their respective designees, shall, except in the event of an emergency or as needed by police or emergency responders, be prohibited on the days of home games with the Chicago Cubs, the St. Louis Cardinals and the Minnesota Twins, as well as home playoff games.

 - C. **Special Stadium Events.** The Brewers shall use reasonable efforts to provide two weeks' advance notice to the DNR, City and RACM of any special event for which there is a need to restrict work activities or entry upon the easement areas herein defined. Any such notice from the Brewers to the DNR, City and RACM shall specify the day(s) and hours that the activities of DNR, City and RACM and their respective designees on the easement areas shall be restricted or prohibited. Any such restriction or prohibition shall be subject to exception in the case of emergency or to exception as needed by police or emergency responders, and shall be reasonable and intended to minimize interruptions to the permitted activities hereunder. In addition, the Brewers may provide written notice within twenty-four (24) hours of other special stadium events that arise due to unforeseen circumstances for which any of the Ground Lease Land may be used and for which there is a need to restrict work activities or entry upon the easement areas herein defined (subject to exception in the case of emergency or to exception as needed by police or emergency responders). In any such unforeseen circumstance, the parties hereto shall comply with the obligations set forth in this subparagraph.

D. Reasonable Discretionary Restrictions. Except in the event of an emergency or as needed by police or emergency responders, the Brewers and the District reserve the right to restrict use of the easement areas herein defined by DNR, City and RACM, and their respective designees at any time as determined necessary by the Brewers and/or the District in their reasonable discretion (by way of examples, and not of limitation, if the Brewers need to undertake repair or maintenance work on any portion of Miller Park that requires use of any portion of the easement areas herein defined, or if a crowd in excess of 32,500 is reasonably anticipated for a Brewers home game). In such event, the Brewers (or the District, as the case may be) shall provide not less than three (3) days' advance written notice of such restriction to the DNR, City and RACM; provided, however, that in the event of an emergency, the Brewers (or the District as the case may be) shall provide notice of such restriction as may be reasonable under the circumstances. Any restriction under this subparagraph shall be reasonable as to time and scope, and shall be imposed in such a manner so as to minimize interruptions to the permitted activities hereunder.

During Restricted Periods, DNR, City and RACM and their designees shall not use the Access Drives (except in the event of an emergency or as needed by police or emergency responders) or engage in any installation, construction, maintenance or repair or other work of or to any part of the Service Road that is on Ground Lease Land. Instead, such parties will require its contractors to work around those Restricted Periods. The Brewers shall promptly provide the DNR, City and RACM with reasonable advance written notice of (and keep the DNR, City and RACM updated with periodic advance written notices concerning) Restricted Periods. It is the intent hereof to provide as much advance notice of the respective Restricted Periods as reasonably practicable and reasonably possible to the DNR, City and RACM so that DNR, City and RACM and their designees may schedule accordingly.

~~DNR, City and RACM hereby accept, acknowledge and covenant~~accepts, acknowledges and covenants that it will take all necessary steps to ensure that the Service Road Easement Area will be maintained according to reasonable construction and maintenance (including preventive maintenance) standards. ~~Such parties further~~DNR, City and RACM accept, acknowledge and covenant that during the Restricted Periods, they shall take all necessary steps to ensure that their respective use of the Access Drives and all areas adjacent to the Access Drives are free from obstructions, equipment, machinery, vehicles, or other items used in conjunction with such respective party's work in the Service Road Easement Area, or otherwise, and that all areas will remain in safe condition, as determined by the District and the Brewers in their reasonable discretion, so as to not impose any unreasonable risk of accident or injury to the District's or the Brewers' employees, agents, guests, invitees and permittees or damage to the District's, the Brewers' or Imperial Parking's equipment. In the event DNR, City and RACM do

not comply with the terms set forth herein, the District and/or the Brewers may exercise self-help, and take any action necessary to ensure the Access Drives, the areas adjacent thereto, and any other areas on the Ground Lease Land subject to this Agreement are safe for public access during the Restricted Periods. The District's and the Brewers' self-help actions may include, but are not limited to, removal of any obstruction, equipment, machinery, vehicles, or debris from the Access Drives, areas adjacent to the Access Drives, or any other areas on the Ground Lease Land subject to this Agreement. DNR, City and/or RACM, as applicable, shall reimburse the District and the Brewers for all costs and expenses incurred in exercising such right of self-help pursuant to this paragraph based on which party's act or omission led to self-help measures by the District or Brewers.

11. **Notices.** Notices required or desired to be given by any party to another party with respect to this Agreement shall be in writing and shall be delivered personally, sent by facsimile or e-mail (provided that any facsimile or e-mail is sent during any Monday through Friday that City's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M., or if sent during any other time, shall be deemed to be received by the recipient at 8:30 A.M. on the first day that City's City Hall is open for business following the sending of such facsimile or e-mail), sent by commercial-overnight-courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. All notices under this Easement Agreement shall be given to the following:

CITY	<i>with a copy to</i>
Jeff Polenske City Engineer DPW- Infrastructure Services Division 841 N. Broadway, Room 701 Milwaukee, WI 53202 Ph 414-286-2400 Fax 414-286-5994	Gregg Hagopian Asst. City Attorney 841 N. Broadway, 7 th Floor Milwaukee, WI 53202 Ph 414-286-2620 Fax 414-286-8550 ghagop@milwaukee.gov
RACM	<i>with a copy to</i>
Dave Misky Asst. Exec. Dr./Secretary 801 N. Broadway, 2 nd Floor Milwaukee, WI 53202 Ph. 414-286-8682	Gregg Hagopian Asst. City Attorney 841 N. Broadway, 7 th Floor Milwaukee, WI 53202 Ph 414-286-2620

Fax 414-286-0395 dmisky@milwaukee.gov	Fax 414-286-8550 <u>ghagop@milwaukee.gov</u>
DNR	<i>with a copy to</i>
Secretary Wisc. Dept. Natural Resources 101 S. Webster St. Madison, WI 53707 Ph. 608-266-2621 Fax 608-267-3579	Richard Steffes Wisc. Dept. Natural Resources 101 S. Webster St. Madison, WI 53707 Ph. 608-266-0201 Fax 608-267-2750 Richard.steffes@wisconsin.gov
Landlord	
Secretary of Department of Administration 101 East Wilson Street, 10 th Floor P.O. Box 7864 Madison, Wisconsin 53707-7864 Ph 608-266-1741 Fax 608-267-3842 carianne.renlund@wisconsin.gov mailto:	James S. Thiel, Counsel for WisDOT 115B Hill Farms 4802 Sheboygan Ave. P.O. Box 7910 Madison, WI 53707 <u>jim.thiel@wisconsin.gov</u>
District	<i>with a copy to</i>
Michael R. Duckett Executive Director S.E. WI Professional Baseball Park District Miller Park One Brewers Way Milwaukee, WI 53214 Ph. 414-902-4040 Fax 414-902-4033 <u>mduckett@millerparkdistrict.com</u>	Sue Schellinger Davis & Kuelthau, SC 111 East Kilbourn Avenue, #1400 Milwaukee, WI 53202-6677 Ph. 414-225-1434 Fax 414-278-3634 <u>sschellinger@dkattorneys.com</u>

Brewers	<i>with a copy to</i>
Marti Wronski VP and General Counsel Milwaukee Brewers Baseball Club, Limited Partnership Miller Park One Brewers Way Milwaukee, Wisconsin 53214 Ph 414-902-4610 Fax 414-902-4515 <u>marti.wronski@brewers.com</u>	Andrew J. Wronski Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, WI 53202-5300 Ph 414-297-5703 Fax 414-297-4900 <u>awronski@foley.com</u>

Recipient address information (such as change in facsimile number or e-mail address) may, from time to time, be changed by notice duly sent hereunder.

12. **Recording; Counterparts.** This Agreement shall be recorded by DNR, at DNR's expense, in the Milwaukee County Register of Deeds Office against the Ground Lease Land to give notice of the same to third parties. This Agreement may be signed in one or more counterparts each of which shall, when taken together, constitute one and the same document. Facsimile signatures shall be acceptable as originals. However, a fully-executed original (with original signatures) is needed, and will be provided, for recording.
13. **Binding Effect.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.
14. **Applicable Laws.** The parties hereto shall abide by all applicable local, state and federal laws, ordinances, regulations and restrictions in their respective actions hereunder.
15. **Governing Law; Amendment.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. This Agreement may only be amended by a written instrument signed by all of the parties hereto (or their successors in interest).
16. **Agreement Interpretation.** All parties to this Agreement participated fully and equally in the negotiation and preparation hereof. This Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against any party hereto. It is the intent of the parties that this Agreement be binding on all parties and not illusory. Thus, wherever this Agreement grants discretion to any party, which might otherwise

make this Agreement illusory, the party exercising its discretion must act according to reasonable standards.

17. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
18. **Imperial Parking.** The Brewers shall provide a copy of this Agreement to Imperial Parking, the Brewers' current parking licensee, and by copy of this Agreement to Imperial Parking, hereby instructs Imperial Parking to conduct its operations in a manner consistent with the terms of this Agreement, to the extent applicable.
19. **No Liens.** DNR, RACM and City hereby covenant and agree not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Ground Lease Land in conjunction with any work hereunder including, but not limited to, the planning, construction and installation of the Service Road and the maintenance, repair, inspection and replacement of the same; and, in case of any such lien attaching, the responsible party shall (at its sole cost and expense) promptly cause the same to be removed.
20. **Self-Insured.** DNR, RACM and City represent that they are self-insured.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized signatories as of the date first written above.

CITY: CITY OF MILWAUKEE	DNR: WISCONSIN DEPT. OF NATURAL RESOURCES
By: _____	By: _____
Mayor Tom Barrett, Per Common Council File No. 090219	Name _____
CITY CLERK	Printed: _____
_____ Ronald Leonhardt, City Clerk	Countersigned:
Countersigned:	By: _____
By: _____	Name _____
_____ Michael J. Daun, Deputy Comptroller	Printed: _____
Milwaukee City Attorney Approval	
By: _____	
_____ GREGG C. HAGOPIAN Assistant City Attorney State Bar No. 1007373	
Date: _____	

Deleted: DPW Commissioner Jeff Mantes
Deleted: _____

CITY AND RACM AUTHENTICATION	DNR AUTHENTICATION
<p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of City and RACM above and below.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No. _____</p> <p>Date: _____, 2009</p>	<p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of DNR above.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No. _____</p> <p>Date: _____, 2009</p>

<u>RACM: REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE</u>	LANDLORD: DOA for STATE OF WISCONSIN
<p>By: _____</p> <p><u>Robert Rondini, Chair</u></p> <p>And By: _____</p> <p><u>David Misky, Asst. Exec. Director/Secretary</u></p>	<p>By: _____</p> <p>Name Printed: _____</p> <p>Countersigned:</p> <p>By: _____</p> <p>Name Printed: _____</p>

	<p align="center">LANDLORD AUTHENTICATION</p> <p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of LANDLORD above.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No. _____</p> <p>Date: _____, 2009</p>
<p>BREWERS: MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP</p>	<p>DISTRICT: SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT</p>
<p>By: _____</p> <p>Name Printed: _____</p> <p>_____</p> <p>Countersigned:</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>_____</p>	<p>By: _____</p> <p>Name Printed: _____</p> <p>Countersigned:</p> <p>By: _____</p> <p>Name Printed: _____</p>

BREWERS AUTHENTICATION	DISTRICT AUTHENTICATION
<p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of BREWERS above.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No.</p> <p>_____</p> <p>Date: _____, 2009</p>	<p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of DISTRICT above.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No. _____</p> <p>Date: _____, 2009</p>

EXHIBITS:

- A: Ground Lease Land – Legal Description
- B: Map
- C: Service Road Easement Area – Legal Description

~~Deleted: Plat~~

~~Deleted: D: Service Road Easement Area – Legal Description]~~

EXHIBIT A

Ground Lease Land – Legal Description

[see attached]

EXHIBIT B

The Map

[see attached]

EXHIBIT C

Deleted: The Plat

Service Road Easement Area – Legal Description

[see attached]

Deleted: EXHIBIT D
Service Road Easement Area - Legal
Description
[see attached]

EXHIBIT A

GROUND LEASE LAND LEGAL DESCRIPTION

Parcel A:

All that part of Story's Subd. No. 2 and H. F. Story's Subdivision and Lands in the Southeast 1/4 and Southwest 1/4 of Section 28 and all that part of the Northeast 1/4 and the Northwest 1/4 of Section 35, all in Township 7 North, Range 21 East, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 28; thence North $01^{\circ}15'21''$ West (recorded as North $0^{\circ}18'$ West), 189.15 feet (recorded as 181.0 feet) along the west line of said Southeast 1/4 Section to point "X", to the Southerly and Easterly right of way lines of North Story Parkway (recorded as West Allis Parkway) as established by a line that is 150.00 feet (recorded as 150 feet) southerly and easterly of (as measured radially or at right angles to) and parallel with the northerly and westerly right of way lines of said Parkway, to the northerly and westerly lines of a parcel of land as described in a warranty deed from Albert L. Story, Marlon R. Story, and Alice L. Story to Milwaukee County in Volume 901 of Deeds on Pages 397 and 398 and recorded as Document No. 1100413 on July 1, 1921, to a non-tangent curve, and to

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the point of beginning of the following description: Thence Easterly, 592.70 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 972.86 feet and having a chord that bears North 84°47'01.5" East, 583.58 feet, to a point of compound curve; thence Northeasterly, 152.17 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 337.50 feet and having a chord that bears North 54°24'50.5" East, 150.88 feet, to a point of compound curve; thence Northeasterly, 295.82 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 643.42 feet and having a chord that bears North 28°19'21.5" East, 293.31 feet, to a point of compound curve; thence Northeasterly, 393.44 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the right having a radius of 1004.92 feet and having a chord that bears North 26°21'48.5" East, 390.93 feet, to a non-compound curve; thence Northeasterly, 431.55 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 939.49 feet and having a chord that bears North 24°19'14.5" East, 427.77 feet, to a non-tangent line; thence North 09°48'15" East, 35.72 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 05°40'18" East, 56.02 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 03°33'22" East, 75.23 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 02°17'15" East, 71.88 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 02°46'11" East, 64.08 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 03°28'40" East, 54.96 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 07°05'28" East, 60.58 feet along said right of way line and along the northerly and westerly lines of said parcel of land to Station XVII; thence North 76°39'52" East (recorded as South 76°40' West), 41.00 feet along the northerly line of said parcel of land to the easterly line of said parcel of land and to the easterly line of Bluff Park; thence South 03°25'52" West (recorded as North 3°26' East), 56.36 feet along the easterly line of said parcel of land and along the easterly line of said Bluff Park to a line that is parallel with the centerline of West Blue Mound Road and to the northerly line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County in Volume 2975 of Deeds on Pages 276 and 277 and recorded as Document No. 3084109 on January 23, 1952; thence North 85°09'44" East (recorded as East), 80.64 feet (recorded as 109.10 feet) along said parallel line and along the northerly line of said parcel of land to a line that is perpendicular to West Blue Mound Road; thence North 04°50'16" West (recorded as South), 40.00 feet along said perpendicular line and along the northerly line of said parcel of land to a line that is 293.46 feet south of (as measured at right angles to) and parallel with the centerline of West Blue Mound Road; thence North 85°09'44" East (recorded as West), 167.31 feet along said parallel line and along the northerly line of said parcel of land to the northerly line of a parcel of land as described in a quitclaim deed from Exton Realty Company to Milwaukee County in Volume 3966 of Deeds on Page 519 and recorded as Document No. 3775815 on November 13, 1959; thence North 73°59'30" East (recorded as Northeasterly), 206.15 feet along the northerly line of said parcel of land to the west line of a parcel of land as described in a quitclaim deed from the State of Wisconsin (State Highway Commission) to Milwaukee County in Volume 3798 of Deeds on Page 543 and recorded as Document No. 3646162 on March 27, 1958; thence North 01°37'30" West (recorded as North 0°38' West), 220.41 feet along the west line of said parcel of land and along a line that is parallel

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with the east line of said Southeast 1/4 Section to the south right of way line of West Blue Mound Road; thence North 85°08'44" East (recorded as North 86°08' East), 298.00 feet along said south right of way line and along the north line of said parcel of land to a line that is 610.75 (recorded as 610.65 feet) west of (as measured at right angles to) and parallel with the east line of said Southeast 1/4 Section; thence South 01°37'30" East (recorded as South 0°38' East), 167.77 feet along the east line of said parcel of land and along said parallel line to the northeasterly line of a vacated part of West Clybourn Street as vacated on December 21, 1958 by City of Milwaukee Common Council Resolution 59-1066-d on Page 2113 of Common Council Proceedings; thence South 61°46'54" East, 51.88 feet along the northeasterly line of said vacated street to the south right of way line of West Clybourn Street and to the northerly line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County as Item (J-8819) in Volume 3535 of Deeds on Page 32 and recorded as Document No. 3464464 on January 30, 1955; thence North 88°08'30" East, 95.16 feet along said northerly line and along said south right of way line to the east line of said parcel of land; thence South 01°37'30" East, 117.09 feet (recorded as 117.05 feet) along the east line of said parcel of land to the north line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County in Volume 2975 of Deeds on Pages 276 and 277 and recorded as Document No. 3084109 on January 23, 1952; thence North 88°08'30" East (recorded as West), 236.46 feet along the north line of said parcel of land to the southeast corner of BLUE MOUND COURT, a recorded subdivision, to the easterly line of said parcel of land, to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement; thence South 12°43'05" West (recorded as Northeasterly), 11.32 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 18°18'56" West, 130.17 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 04°57'43" East (recorded as North 3°15' West), 334.31 feet along the easterly line of said parcel of land, along said westerly right of way line, and along the easterly line of STORY'S SUBDIVISION NO. 2, a recorded subdivision, as described in a quitclaim deed from the City of Milwaukee to Milwaukee County as Item (J-8696) in Volume 3535 of Deeds on Page 32 and recorded as Document No. 3464464 on January 30, 1955; thence South 04°32'36" East (recorded as North 3°15' West), 703.40 feet along said westerly right of way line, along the easterly line of said parcel of land, and along the easterly line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision; thence South 10°12'24" East (recorded as North 8°55' West), 450.04 feet along said westerly right of way line and along the easterly line of said H. F. STORY'S SUBDIVISION; thence South 11°17'35" East (recorded as North 8°55' West), 96.63 feet along said westerly right of way line and along said easterly line of H. F. STORY'S SUBDIVISION to the south line of said Southeast 1/4 Section and to the north line of a parcel of land as described in a quitclaim deed from the Deputy Administrator of Veterans Affairs to Milwaukee County as Parcel No. 2 in Volume 2698 of Deeds on Pages 479 and 480 and recorded as Document No. 2911755 on January 11, 1950; thence North 88°43'07" East (recorded as West), 60.93 feet along said south line and along the north line of said parcel of land to the easterly line of said parcel of land, to the easterly right of way line of South 44th Street as described in said Volume 4 and in said Volume 1, to the easterly right of way line of South 44th Street as established by the field location of the existing pavement, and to a point that is South 88°43'07" West (recorded as West), 81.76 feet (recorded as 83.65 feet) from the southeast corner of said Southeast 1/4 Section as measured along said south line; thence South 11°17'35" East (recorded as North 10°05' West), 478.07 feet (recorded as

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485.74 feet) along the easterly line of said parcel of land and along said easterly right of way line and the southeasterly extension thereof to the east line of above said Northeast 1/4 of Section 35 and to a point that is South 01°26'46" East, 470.79 feet from the northeast corner of said Northeast 1/4 Section as measured along the east line of said Northeast 1/4 Section; thence South 01°26'46" East (recorded as North 0°10' West), 2049.82 feet (recorded as 2043.70 feet) along the easterly line of said parcel of land and along said east line to the southerly line of said parcel of land, to the northerly line of the Canadian Pacific Railway right of way and to a point that is North 01°26'46" West, 134.68 feet from the southeast corner of said Northeast 1/4 Section as measured along said east line; thence North 78°45'43" West (recorded as North 78°27'10" West), 1014.91 feet along the southerly line of said parcel of land, along said northerly right of way line, and along the southerly line of a parcel of land as described in a quitclaim deed from the Administrator of Veterans Affairs to Milwaukee County in Volume 3422 of Deeds on Page 36 and recorded as Document No. 3385060 on April 19, 1955; thence North 08°22'46" West (recorded as North 7°04'13" West), 362.18 feet along the westerly line of said parcel of land; thence South 88°31'26" West (recorded as South 89°50' West), 112.20 feet along the westerly line of said parcel of land; thence North 31°48'13" West (recorded as North 30°29'40" West), 887.52 feet along the westerly line of said parcel of land; thence North 72°48'13" West (recorded as North 71°29'40" West), 138.93 feet along the westerly line of said parcel of land; thence North 87°14'08" West (recorded as North 85°55'35" West), 140.43 feet along the westerly line of said parcel of land; thence South 63°01'45" West (recorded as South 64°20'19" West), 136.40 feet along the westerly line of said parcel of land; thence South 51°18'10" West (recorded as South 52°36'43" West), 154.81 feet along the westerly line of said parcel of land; thence North 63°37'48" West (recorded as North 62°19'15" West), 437.01 feet along the westerly line of said parcel of land; thence North 48°59'05" West (recorded as North 47°40'32" West), 226.15 feet (recorded as 227.23 feet) along the westerly line of said parcel of land; thence North 31°42'35" West (recorded as North 30°26'19" West), 623.69 feet (recorded as 623.02 feet) along the westerly line of said parcel of land to the westerly line of a parcel of land as described in a deed of easement (highway easement) from the Administrator of Veterans Affairs to Milwaukee County as Parcels 1 and 2 in Volume 3869 of Deeds on Page 79 and recorded as Document No. 3695099 on October 31, 1958 and as shown as Parcels 9 and 8, respectively, on the Plat of Right of Way Required for Project UI 5725 (3) as prepared by the Milwaukee County Expressway Commission and last dated 2-21-72; thence continuing North 31°42'35" West (recorded as North 30°26'19" West), 97.27 feet along the westerly line of said parcel of land recorded in Document No. 3695099 to the southerly line of said parcel of land; thence South 78°41'08" West (recorded as South 79°57'24" West), 308.01 feet along the southerly line of said parcel of land; thence South 80°32'00" West (recorded as South 81°48'16" West), 330.41 feet along the southerly line of said parcel of land to an angle point in the southerly line of above said parcel of land recorded in Document No. 3385060; thence South 85°50'10" West (recorded as South 87°06'26" West), 316.52 feet (recorded as 315.99 feet) along the southerly line of said parcel of land recorded in Document No. 3695099 to the west line of the East 1/2 of said Northwest 1/4 Section; thence North 01°26'50" West (recorded as North 0°5'30" West), 15.12 feet along the westerly line of said parcel of land recorded in Document No. 3695099 and along said west line to the westerly line of said parcel of land recorded in Document No. 3385060; thence continuing North 01°26'50" West (recorded as North 0°5'30" West), 105.11 feet (recorded as 105.52 feet) along the westerly line of said parcel of land recorded in Document No. 3385060 and along said west line to a non-tangent curve and to the northerly line of said parcel of land recorded in Document No. 3385060; thence Easterly, 546.75 feet (recorded as 546.71 feet) along the northerly line of said parcel of land and along the arc of a curve to the left

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having a radius of 3500.00 feet and having a chord that bears North 79°50'17.5" East (recorded as North 81°06'39" East), 546.18 feet (recorded as 546.18 feet); thence North 60°43'00" East (recorded as North 61°59'22" East), 635.87 feet (recorded as 635.05 feet) along the northerly line of said parcel of land to a point in the East right of way line of Mitchell Boulevard; thence North 01°42'08" East (recorded as North 2°58'30" East), 235.00 feet along the west line of said parcel of land and along said east right of way line to a non-tangent curve; thence Easterly, 210.04 feet along the northerly line of said parcel of land and along the arc of a curve to the right having a radius of 405.00 feet and having a chord that bears South 89°40'27.5" East (recorded as South 88°24'06" East), 207.70 feet, to the east line of the above said Southwest 1/4 of Section 26; thence South 01°15'21" East (recorded as South 0°01' West), 109.08 feet along the east line of said parcel of land and along said east line to the point of beginning.

Also, including: All that part of the Northeast 1/4 and the Southeast 1/4 of Section 35, Town 7 North, Range 21 East, City of Milwaukee and Village of West Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Northeast 1/4 Section; thence North 01°27'38" West (recorded as North), 32.56 feet (recorded as 32.70 feet) along the east line of said Northeast 1/4 Section to the south line of the Canadian Pacific Railway right of way; thence North 79°45'43" West (recorded as North 78°15' West), 471.28 feet (recorded as 471.24 feet) along said south right of way line to the centerline of South Harnischfeger Avenue, to the northeast corner of a parcel of land as described in a quitclaim deed from the Deputy Administrator of Veterans Affairs to Milwaukee County as Parcel No. 1 in Volume 2698 of Deeds on Pages 479 and 480 and recorded as Document No. 2911755 on January 11, 1950, and to the point of beginning of the following description: Thence South 01°31'14" East (recorded as South), 524.04 feet along said centerline and along the easterly line of said parcel of land to a point being 481.34 feet west of (as measured at right angles to) the east line of said Southeast 1/4 of Section 35; thence South 00°41'21" West (recorded as South 2°15' West), 868.00 feet (recorded as 867.00 feet) along said centerline and along the easterly line of said parcel of land to the centerline of West National Avenue; thence South 75°17'53" West (recorded as South 76°44'50" West), 578.87 feet along said centerline and along the southerly line of said parcel of land; thence North 00°41'21" East (recorded as North 2°15' East), 334.22 feet along a line that is parallel to the centerline of said South Harnischfeger Avenue and along the westerly line of said parcel of land; thence North 75°17'53" East (recorded as North 76°44'50" East), 225.02 feet (recorded as 225.28 feet) along a line that is parallel with the centerline of West National Avenue and along the northerly line of said parcel of land to a point of curve; thence Northeasterly, 303.41 feet (recorded as 302.95 feet) along said parallel line, along the northerly line of said parcel of land, and along the arc of a curve to the left having a radius of 233.00 feet and having a chord that bears North 37°59'37" East (recorded as North 39°29'55" East), 282.42 feet (recorded as 282.06 feet) to a point of tangent and to a line that is 170.00 feet West of (as measured at right angles to) and parallel with the centerline of said South Harnischfeger Avenue; thence North 00°41'21" East (recorded as North 2°15' East), 399.80 feet (recorded as 399.39 feet) along said parallel line and along the westerly line of said parcel of land; thence North 01°31'14" West (recorded as North), 556.13 feet (recorded as 556.06 feet) along said parallel line and along the westerly line of said parcel of land to the south line of the Canadian Pacific Railway right of way; thence South 79°45'43" East (recorded as South 78°15' East), 173.64 feet along said south line and along the northerly line of said parcel of land to the point of beginning.

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Excepting therefrom: All that part of the Northeast 1/4 of Section 35, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said Northeast 1/4 Section; thence South $88^{\circ}43'07''$ West (recorded as West), 179.25 feet (recorded as 181.06 feet) along the north line of said Northeast 1/4 Section to a line that is 35.00 feet westerly of (as measured at right angles to) and parallel with the westerly right of way line of South 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Waumatawa Town road Record, and as established by the field location of the existing pavement; thence South $11^{\circ}17'35''$ East (recorded as Southeasterly), 38.59 feet (recorded as 38.48 feet) along said parallel line to a line that is 38.00 feet south of (as measured at right angles to) and parallel with the north line of said Northeast 1/4 Section, to the northeast corner of the Menomonee Valley Booster Station Site as described in a quitclaim deed from the Administrator of Veterans Affairs to the City of Milwaukee in Volume 3565 of Deeds on Pages 90 to 92 and recorded as Document No. 3485458 on April 23, 1956., and to the point of beginning of the following description: Thence continuing South $11^{\circ}17'35''$ East (recorded as Southeasterly), 450.00 feet along said line that is parallel with said westerly right of way line and along the easterly line of said site to the southeast corner of said site; thence South $88^{\circ}43'07''$ West (recorded as west), 367.58 feet along a line that is parallel with the north line of said Northeast 1/4 Section and along the south line of said site to the easterly line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County in Volume 3648 of Deeds on Pages 620 and 621 and recorded as Document No. 3543635 on December 4, 1956; thence North $11^{\circ}17'35''$ West (recorded as Northwesterly), 303.82 feet along the easterly line of said parcel of land and along a line that is parallel to said westerly right of way line of South 44th Street to a point of curve; thence Northeasterly, 102.93 feet (recorded as 102.93 feet) along the easterly line of said parcel of land and along the arc of a curve to the right having a radius of 94.76 feet and having a chord that bears North $19^{\circ}49'30.5''$ East (recorded as North $21^{\circ}04'47''$ East), 97.94 feet (recorded as 97.99 feet), to a non-tangent line; thence North $01^{\circ}18'53''$ West (recorded as North), 52.58 feet (recorded as 52.50 feet) along the easterly line of said parcel of land and along a line that is perpendicular to the north line of said Northeast 1/4 Section to a line that is 38.00 feet south of (as measured at right angles to) and parallel with the north line of said Northeast 1/4 Section and to the north line of the above said Menomonee Valley Booster Station Site; thence North $88^{\circ}43'07''$ East, 307.00 feet along said parallel line and along the north line of said site to the point of beginning.

Also, excepting therefrom: All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 3092 of Deeds, Page 320, Document No. 3159487, November 26, 1952
Volume 3099 of Deeds, Page 541, Document No. 3164369, December 17, 1952
Volume 3099 of Deeds, Page 543, Document No. 3164370, December 17, 1952
Volume 3099 of Deeds, Page 545, Document No. 3164371, December 17, 1952
Volume 3099 of Deeds, Page 547, Document No. 3164372, December 17, 1952
Volume 3099 of Deeds, Page 550, Document No. 3164373, December 17, 1952
Volume 3097 of Deeds, Page 450, Document No. 3162948, December 10, 1952
Volume 3068 of Deeds, Page 631, Document No. 314502B, October 2, 1952

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Volume 3075 of Deeds, Page 463, Document No. 3149330, October 17, 1952
Volume 3126 of Deeds, Page 345, Document No. 3181975, March 10, 1953
Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1955
(vacation of North 46th Street)

Now more particularly bounded and described as follows:

Commencing at the southeast corner of said of said Southeast 1/4 Section; thence South 88°43'07" West (recorded as East), 142.69 feet (recorded as 144.00 feet) along the south line of said Southeast 1/4 Section to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement to the southeast corner of Lot 7 of the SECOND RECORDING OF W. F. STORY'S SUBDIVISION, a recorded subdivision, and to the point of beginning of the following description: Thence continuing South 88°43'07" West (recorded as East), 744.46 feet along the south line of said Southeast 1/4 Section and along the south line of said subdivision to the centerline of vacated North 46th Street; thence North 03°27'07" East (recorded as North 4°44' East), 232.34 feet along said centerline to the westerly extension of the north line of Lot 5 in said subdivision; thence North 88°43'07" East (recorded as East), 548.25 feet (recorded as 548.45 feet) along said north lot line to the northeast corner of said lot and to the west line of Lot 8 of said subdivision; thence North 01°18'53" West (recorded as North), 77.17 feet along said west lot line and along the west line of Lot 9 of said subdivision to the southerly line of a parcel of land as described in a quitclaim deed from Wisconsin Electric Power Company to Milwaukee County as Parcel 17 in Volume 3760 of Deeds on Pages 74 and 75 and recorded as Document No. 3619880 on November 6, 1957; thence North 79°14'19" East (recorded as South 80°56' West), 125.18 feet (recorded as 127.28 feet) along the southerly line of said parcel of land to the easterly line of said Lot 9 and to said westerly right of way line of North 44th Street; thence South 10°12'24" East (recorded as North 8°55' West), 237.05 feet along the easterly line of said Lots 9, 8, and 7 and along said westerly right of way line; thence South 11°17'35" East (recorded as North 8°55' West), 96.62 feet along the easterly line of said Lot 7 and along said westerly right of way line to the point of beginning.

Also, excepting therefrom: All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 3058 of Deeds, Page 158, Document No. 3139012, September 5, 1952
Volume 3065 of Deeds, Page 472, Document No. 3142931, September 25, 1952
Volume 3079 of Deeds, Page 437, Document No. 3151520, October 27, 1952
Volume 3086 of Deeds, Page 419, Document No. 3156018, November 12, 1952
Volume 3119 of Deeds, Page 285, Document No. 3177180, February 17, 1953
Volume 3119 of Deeds, Page 287, Document No. 3177181, February 17, 1953
Volume 3080 of Deeds, Page 385, Document No. 3152134, October 28, 1952
Volume 3078 of Deeds, Page 593, Document No. 3150972, October 24, 1952
Volume 3119 of Deeds, Page 410, Document No. 3177303, February 18, 1953
Volume 3286 of Deeds, Page 633, Document No. 3293386, May 11, 1954
Volume 3085 of Deeds, Page 635, Document No. 3155531, November 10, 1952
Volume 3085 of Deeds, Page 231, Document No. 3155099, November 7, 1952
Volume 3065 of Deeds, Page 470, Document No. 3142930, September 25, 1952
Volume 3079 of Deeds, Page 435, Document No. 3151518, October 27, 1952
Volume 3058 of Deeds, Page 295, Document No. 3136774, August 29, 1952

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Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1956
(vacation of North 46th Street)

Now more particularly bounded and described as follows:

Commencing at the southeast corner of said of said Southeast 1/4 Section; thence South 88°43'07" West (recorded as East), 887.16 feet along the south line of said Southeast 1/4 Section and along the south line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision, to the centerline of vacated North 46th Street; thence North 03°27'07" East (recorded as North 4°44' East), 416.64 feet along said centerline to the northerly line of a parcel of land as described in a quitclaim deed from Wisconsin Electric Power Company to Milwaukee County as Parcel 17 in Volume 3760 of Deeds on Pages 74 and 75 and recorded as Document No. 3619880 on November 6, 1957 and to the point of beginning of the following description: Thence continuing North 03°27'07" East (recorded as North 4°44' East), 22.35 feet along said centerline; thence North 08°33'07" East (recorded as North 9°50' East), 117.50 feet along said centerline to the centerline of vacated West Park Hill Avenue; thence North 88°43'07" East, 511.14 feet along said centerline to the northerly extension of the west line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County as item (J-8801) in Volume 3535 of Deeds on Page 32 and recorded as Document No. 3464484 on January 30, 1956; thence South 01°16'53" East, 72.11 feet along the west line of said parcel of land to the northerly line of the above said parcel of land recorded as Document No. 3619880; thence South 79°24'55" West (recorded as North 80°56' East), 142.47 feet along said northerly line to the east line of a parcel of land as described in a quitclaim deed from John A. and Rosalie Juszczak to the State of Wisconsin in Volume 3286 of Deeds on Page 633 and recorded as Document No. 3293386 on May 11, 1954; thence South 01°16'53" East (recorded as North), 109.86 feet along said northerly line and along said east line to the southeast corner of said parcel of land recorded as Document No. 3293386; thence South 88°43'07" West (recorded as East), 35.00 feet along said northerly line and along the south line of said parcel of land recorded as Document No. 3293386 to the southwest corner of said parcel of land; thence North 01°16'53" West (recorded as South), 104.13 feet along said northerly line and along the west line of said parcel of land recorded as Document No. 3293386; thence South 79°24'55" West (recorded as North 80°56' East), 192.53 feet (recorded as 192.89 feet) along said northerly line to a point in the east line of Lot 2 of said subdivision that is 18 feet north of the southeast corner of said lot as measured along said east lot line; thence North 01°16'53" West (recorded as South), 12.00 feet along said northerly line and along said east lot line to a point that is 30 feet north of said southeast corner as measured along said east lot line; thence South 82°34'09" West (recorded as Northeasterly), 168.42 feet along said northerly line to the point of beginning.

Also, excepting therefrom: All that part of the Northeast 1/4 and the Northwest 1/4 of Section 35 and the Southwest 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin, formerly described in the following document:

Volume 3422 of Deeds, Page 36, Document No. 3385060, April 19, 1955.

Now more particularly bounded and described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of said Section 35; thence South 01° 28' 12" East (recorded as South 0° 11' East), 400.00 feet along the West line of said Northeast 1/4 Section and along the Easterly line of the above said parcel of land recorded in Document No. 3385060; thence North 88° 43' 07" East

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(recorded as East), 429.70 feet along a line that is parallel to the North line of said Northeast 1/4 Section and along the Easterly line of said parcel of land; thence South 26° 16' 33" East (recorded as South 24° 59' 40" East), 300.00 feet along the Easterly line of said parcel of land; thence South 32° 46' 33" East (recorded as South 31° 29' 40" East), 300.00 feet along the Easterly line of said parcel of land; thence South 39° 46' 33" East (recorded as South 38° 29' 40" East), 169.46 feet along the Easterly line of said parcel of land; thence South 72° 46' 33" East (recorded as South 71° 29' 40" East), 369.84 feet along the Easterly line of said parcel of land; thence South 31° 46' 33" East (recorded as South 30° 29' 40" East), 791.34 feet along the Easterly line of said parcel of land; thence North 88° 33' 07" East (recorded as North 89° 50' East), 411.85 feet along the Easterly line of said parcel of land; thence South 01° 26' 53" East (recorded as South 0° 10' East), 523.42 feet (recorded as 524.54 feet) along the Easterly line of said parcel of land to the Northerly line of the Canadian Pacific Railway railroad right of way and to the Southerly line of said parcel of land; thence North 79° 45' 43" West (recorded as North 78° 27' 10" West), 320.13 feet along said Northerly right of way line and along the Southerly line of said parcel of land to the Westerly line of said parcel of land; thence North 08° 22' 46" West (recorded as North 70° 4' 13" West), 362.19 feet along the Westerly line of said parcel of land; thence South 88° 31' 26" West (recorded as South 89° 50' West), 112.20 feet along the Westerly line of said parcel of land; thence North 31° 48' 13" West (recorded as North 30° 29' 40" West), 887.52 feet along the Westerly line of said parcel of land; thence North 72° 48' 13" West (recorded as North 71° 29' 40" West), 138.93 feet along the Westerly line of said parcel of land; thence North 87° 14' 08" West (recorded as North 85° 55' 35" West), 140.43 feet along the Westerly line of said parcel of land; thence South 63° 01' 45" West (recorded as South 64° 20' 19" West), 136.40 feet along the Westerly line of said parcel of land; thence South 51° 18' 10" West (recorded as South 52° 36' 43" West), 154.81 feet along the Westerly line of said parcel of land; thence North 63° 37' 48" West (recorded as North 62° 19' 15" West), 437.01 feet along the Westerly line of said parcel of land; thence North 48° 58' 51" West (recorded as North 47° 40' 32" West), 226.15 feet (recorded as 227.23 feet) along the Westerly line of said parcel of land; thence North 31° 42' 35" West (recorded as North 30° 26' 19" West), 623.69 feet (recorded as 623.02 feet) along the Westerly line of said parcel of land; thence North 01° 27' 16" West (recorded as North 00° 11' 00" West), 103.34 feet along the Westerly line of said parcel of land; thence South 78° 41' 08" West (recorded as South 79° 57' 24" West), 690.46 feet (recorded as 690.84 feet) along the Westerly line of said parcel of land; thence South 88° 33' 52" West (recorded as South 89° 51' West), 316.55 feet (recorded as 315.62 feet) along a line that is parallel with the North line of said Northwest 1/4 Section and along the Westerly line of said parcel of land to the West line of the East 1/2 of said Northwest 1/4 Section; thence North 01° 26' 50" West (recorded as North 0° 5' 30" West), 105.11 feet (recorded as 105.52 feet) along said West line and along the Westerly line of said parcel of land to a non-tangent curve and to the Northerly line of said parcel of land; thence Easterly, 546.74 feet (recorded as 546.7 feet) and to the left along the Northerly line of said parcel of land and along the arc of a curve having a radius of 3500.00 feet and having a chord which bears North 79° 50' 17.5" East (recorded as North 81° 06' 39" East), 546.19 feet (recorded as 546.18), to a non-tangent line; thence North 60° 43' 00" East (recorded as North 61° 59' 22" East), 635.87 feet (recorded as 635.05 feet) along the Northerly line of said parcel of land to the East line of Mitchell Boulevard; thence North 01° 42' 08" East (recorded as North 2° 58' 30" East), 235.00 feet along the Northerly line of said parcel of land and along the East right of way line of Mitchell Boulevard to a non-tangent curve (recorded as the Westerly extension of the centerline of Story Parkway); thence Easterly, 210.04 feet and to the right along the Northerly line of said parcel of land and along the arc of a curve having a radius of 405.00 feet and

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having chord which bears South 89° 40' 27.5" East (recorded as South 88° 24' 06" East), 207.69 feet, to the East line of said Southwest 1/4 Section and to the Easterly line of said parcel of land; thence South 01° 15' 21" East (recorded as South 0° 01' West), 298.22 feet along said East line and along the Easterly line of said parcel of land to the point of beginning.

Also, excepting therefrom: All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 2975 of Deeds, Page 276, Document No. 3084109, January 23, 1952.
Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1955
(that part of vacated North 46th Street west of the centerline).

Now more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 26; thence South 88°43'07" West, 142.69 feet along the south line of said Southeast 1/4 Section to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement and to the easterly line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision; thence North 11°17'35" West (recorded as North 8°55' West), 96.62 feet along said westerly right of way line and along said easterly line; thence North 10°12'24" West (recorded as North 8°55' West), 450.04 feet along said westerly right of way line and along said easterly line; thence North 04°32'36" West (recorded as North 3°15' West), 703.40 feet along said westerly right of way line and along the easterly line of STORY'S SUBDIVISION NO. 2, a recorded subdivision; thence North 04°57'43" West (recorded as North 3°15' West), 148.57 feet along said westerly right of way line and along said easterly line to a point in the easterly line of said parcel of land as described in said Document No. 3084109, to the northeast corner of said STORY'S SUBDIVISION NO. 2, and to the point of beginning of the following description: Thence South 88°43'07" West (recorded as East), 116.55 feet (recorded as 120 feet) along the north line of Block 1 of said subdivision and along the easterly line of said parcel of land to the northwest corner of said Block 1; thence South 01°16'53" East (recorded as North), 120.00 feet along the west line of said Block 1 and along the easterly line of said parcel of land to the southwest corner of said Block 1; thence South 88°43'07" West (recorded as East), 157.25 feet along the north right of way line of vacated West St. Paul Avenue and along the easterly line of said parcel of land to the west right of way line of vacated North 45th Street; thence South 01°16'53" East (recorded as North), 240.00 feet along said west right of way line and along the easterly line of said parcel of land to the northeast corner of Block 3 of said subdivision; thence South 88°43'07" West (recorded as East), 284.00 feet along the north line of said Block 3 and along the easterly line of said parcel of land to the centerline of vacated North 46th Street; thence South 01°16'53" East (recorded as North), 510.56 feet along said centerline and along the easterly line of said parcel of land; thence South 08°33'07" West (recorded as North 9°50' East), 83.44 feet along said centerline; thence South 03°27'07" West (recorded as North 4°44' East), 46.68 feet along said centerline to the northerly line of Parcel No. 18 as described in Volume 3760 of Deeds on Page 76 and recorded as Document No. 3619880; thence South 80°38'09" West, 875.30 feet along the northerly line of said Parcel 18 and along the southerly line of said parcel of land described in Document No. 3084109 to the easterly line of Bluff Park as described in Volume 901 of Deeds on Page 397 and recorded as Document

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No. 1100413 and to the westerly line of said parcel of land described in Document No. 3084109; thence North 35°12'27" East, 6.91 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 33°06'27" East, 45.65 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 27°10'26" East, 50.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 25°41'18" East, 50.04 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 22°32'18" East, 50.01 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 20°14'59" East, 50.08 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 15°25'41" East, 50.49 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 19°58'40" East, 58.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 46°48'52" East, 390.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 31°49'08" West, 301.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 03°25'52" East, 461.64 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land to the northerly line of said parcel of land and to a line that is parallel with the centerline of West Blue Mound Road; thence North 85°08'44" East (recorded as west), 80.64 feet (recorded as 109.10 feet) along said parallel line and along the northerly line of said parcel of land to a line that is perpendicular to West Blue Mound Road; thence North 04°50'16" West (recorded as South), 40.00 feet along the northerly line of said parcel of land and along said perpendicular line to a line that is 293.46 feet south of (as measured at right angles to) and parallel with the centerline of West Blue Mound Road; thence North 85°08'44" East (recorded as West), 685.31 feet along the northerly line of said parcel of land and along said parallel line; thence South 01°37'30" East (recorded as north), 50.45 feet along said northerly line and along a line that is parallel to the east line of said Southeast 1/4 Section to a point that is 343.91 feet south of (as measured at right angles to) the centerline of West Blue Mound Road and 610.75 feet west of (as measured at right angles to) the east line of said Southeast 1/4 Section; thence North 88°08'30" East (recorded as West), 376.62 feet (recorded as 370.67 feet) along the northerly line of said parcel of land to the southeast corner of BLUE MOUND COURT, a recorded subdivision, to the easterly line of said parcel of land, and to the above said westerly right of way line of North 44th Street; thence South 12°43'05" West (recorded as northeasterly), 11.32 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 18°18'56" West (recorded as northeasterly), 130.17 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 04°57'43" East (recorded as north), 185.74 feet (recorded as 185.88 feet) along the easterly line of said parcel of land and along said westerly right of way line to the point of beginning.

Also excepting therefrom the buildings and improvements located thereon.

Tax Key Nos.: 437-9998-3
422-9994-8
422-9997-5
421-9931-8
403-9998-5
403-9994-100-X

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PARCEL D:

All that part of the Northwest 1/4, Northeast 1/4, Southeast 1/4, and Southwest 1/4, of the Northwest 1/4 of Section 35, Town 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4; thence South 01° 26' 45" East, 25.00 feet along the West line of said Northwest 1/4 Section to a line that is 25.00 feet South of (as measured at right angles to) and parallel with the North line of said Northwest 1/4 Section, to the North line of a parcel of land as described in Reel 3258 on Image 655 and recorded as Document No. 6928678, and to the point of beginning of the following description; thence North 88° 38' 42" East, 231.35 feet along said parallel line to the centerline of the Menomonee River; thence North 08° 57' 31" West along said centerline to the North line of said Northwest 1/4 Section; thence North 88° 38' 42" East 336.96 feet along said North line to the Southerly right of way line of the Canadian Pacific Rail System as established by Patrick L. Worden, Registered Land Surveyor S-1196, by a Plat of Survey by Aero-Metric Engineering, Inc. for C.M.C. Real Estate Corporation and dated April 27, 1990 and to a non-tangent curve; thence Southeasterly, 235.42 feet along said Southerly right of way line and along the arc of a curve to the left having a radius of 1,257.63 feet and having a chord that bears South 63° 52' 44" East 235.08 feet and to a line that is 15.00 feet West of (as measured at right angles to) and parallel with the West side of the existing wheel shop building; thence South 01° 40' 31" East, 199.80 feet along said parallel line; thence North 88° 17' 58" East 516.46 feet to a line passing through the Southeast corner of said existing wheel shop building and to a point that is North 88° 38' 42" East, 1388.85 feet, as measured along the North line of said Northwest 1/4 Section, and South 01° 42' 02" East 304.55 feet, as measured along said line passing through the Southeast corner of said wheel shop, from the Northwest corner of said Northwest 1/4 Section; thence South 01° 42' 02" East along said line 1205.26 feet to the Northerly line of the Wisconsin Department of Administration Property as described in Reel 1655 on Images 797 to 810 and recorded as Document No. 5730037; thence South 88° 09' 07" West (recorded as South 88° 10' 24" West) 690.15 feet, along said Northerly line; thence South 34° 33' 25" West (recorded as South 34° 34' 43" West) 136.64 feet along said Northerly line; thence South 88° 11' 01" West (recorded as South 88° 12' 18" West), 291.81 feet along said Northerly line, to the centerline of the Menomonee River; thence South 08° 19' 36" East, 150.33 feet along said centerline; thence South 07° 40' 38" East, 139.66 feet along said centerline; thence South 15° 13' 37" East, 168.10 feet along said centerline; thence North 68° 27' 48" West, 127.33 feet; thence North 51° 30' 38" West, 298.94 feet to the Easterly line of Parcel 1 of Certified Survey Map (C.S.M.) No. 2655 as shown in Reel 882 on Image 1043 and recorded as Document No. 4950640 and to a non-tangent curve; thence Northwestarily 8.71 feet along said Easterly line and along the arc of a curve to the right having a radius of 3,829.51 feet and having a chord that bears North 11° 11'

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54° West, 6.71 feet, to the Northeast corner of said C.S.M.; thence South 84° 25' 01" West (recorded as 84° 28' 34" West), 59.10 feet along the North line of said Parcel 1 to the Northwest corner of said C.S.M. and to the West line of the Northwest 1/4 of said Section 36; thence North 01° 26' 45" West, 1811.68 feet along said West line to the point of beginning.

EXCEPTING THEREFROM that part thereof described in Quit Claim Deed recorded as Document No. 7469539.

FURTHER EXCEPTING THEREFROM all that part thereof, bounded and described as follows: Commencing at the Southwest corner of said Northwest 1/4; thence North 01° 28' 46" West, 818.63 feet along the West line of said Northwest 1/4 Section and along the West line of Certified Survey Map No. 2655 as shown in Reel 882 on Image 1043, and recorded as Document No. 4950640 to the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 84° 25' 01" East (recorded as South 84° 26' 34" West), 59.10 feet along the North line of said Parcel 1 to the Northeast corner of said Parcel 1, to a non-tangent curve, and to the point of beginning; thence Southeasterly 6.71 feet and to the left along the Easterly line of said Parcel 1 and along the arc of a curve having a radius of 3,829.51 feet and having a chord that bears South 11° 11' 04" East, 6.71 feet, to a non-tangent line; thence South 51° 30' 38" East, 298.94 feet; thence South 68° 27' 48" East, 127.33 feet to the centerline of the Menomonee River; thence North 15° 13' 37" West, 164.15 feet along said centerline to the Southerly right of way line of South Access Road, to a line that is 77.00 feet Southerly of (as measured at right angles to) and parallel with the West Bound Reference Line for South Access Road, and to a non-tangent curve; thence Northwestarily, 324.41 feet and to the left along said Southerly right of way line and along the arc of a curve having a radius of 911.93 feet and having a chord that bears North 74° 46' 00.5" West, 322.70 feet, to the Northerly extension of said Easterly line of Parcel 1 and to a non-tangent curve; thence Southeasterly, 3.887 feet and to the left along said Northerly extension and along the arc of a curve having a radius of 3,829.51 feet and having a chord that bears South 11° 07' 09" East, 3.86 feet, to the point of beginning.

Tax Key No. 423-9999-017-8

PARCEL E:

All that part of the Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 36, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4 Section; thence North 88° 38' 42", East 1388.85 feet along the North line of said Northwest 1/4 Section to a line passing through the Southeast corner of existing wheel shop; thence South 01° 42' 02" East, 1509.81 feet along said line to the Northerly line of the Wisconsin Department of Administration Property as described in Reel 1655, on Images 797 to 810 and recorded as Document No. 5730037 and to the point of beginning of the following description; thence continuing South 01° 42' 02" East, 1028 feet, more or less, along said line passing through the Southeast corner of the existing wheel shop to the centerline of the Menomonee River; thence Westerly and Northwesterly, 1215 feet, more or less, along said centerline; thence North 15° 13' 37" West, 168.10 feet along said centerline; thence North 07° 40' 39" West, 139.66 feet along said centerline; thence North 08° 19' 36" West, 150.33 feet along said centerline to said Northerly line of the Wisconsin Department of Administration Property; thence North 88° 11' 01" East (recorded as South 88° 12' 18" West), 291.81 feet, along said Northerly line; thence North 34° 33' 25" East (recorded as South 34° 34' 43" West) 136.64 feet along said Northerly line; thence North 88° 09' 07" East (recorded as South 88° 10' 24" West) 690.15 feet, along said Northerly line to the point of beginning.

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Tax Key No. 423-9999-130-1

ADDRESS: 554 S. 44th Street

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Parcel F:

All that part of the Northeast 1/4 and the Northwest 1/4 of Section 35 and the Southwest 1/4 of Section 28, Township 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin, formerly described in the following document:

Volume 3422 of Deeds, Page 36, Document No. 3385060, April 19, 1955.

Now more particularly bounded and described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of said Section 35; thence South 01° 28' 12" East (recorded as South 0° 11' East), 400.00 feet along the West line of said Northeast 1/4 Section and along the Easterly line of the above said parcel of land recorded in Document No. 3385060; thence North 88° 43' 07" East (recorded as East), 429.70 feet along a line that is parallel to the North line of said Northeast 1/4 Section and along the Easterly line of said parcel of land; thence South 26° 16' 33" East (recorded as South 24° 59' 40" East), 300.00 feet along the Easterly line of said parcel of land; thence South 32° 46' 33" East (recorded as South 31° 29' 40" East), 300.00 feet along the Easterly line of said parcel of land; thence South 39° 46' 33" East (recorded as South 38° 29' 40" East), 169.46 feet along the Easterly line of said parcel of land; thence South 72° 46' 33" East (recorded as South 71° 29' 40" East), 369.84 feet along the Easterly line of said parcel of land; thence South 31° 46' 33" East (recorded as South 30° 29' 40" East), 791.34 feet along the Easterly line of said parcel of land; thence North 88° 33' 07" East (recorded as North 89° 50' East), 411.85 feet along the Easterly line of said parcel of land; thence South 01° 26' 53" East (recorded as South 0° 10' East), 523.42 feet (recorded as 524.54 feet) along the Easterly line of said parcel of land to the Northerly line of the Canadian Pacific Railway railroad right of way and to the Southerly line of said parcel of land; thence North 79° 45' 43" West (recorded as North 78° 27' 10" West), 320.13 feet along said Northerly right of way line and along the Southerly line of said parcel of land to the Westerly line of said parcel of land; thence North 08° 22' 46" West (recorded as North 70° 4' 13" West), 362.18 feet along the Westerly line of said parcel of land; thence South 88° 31' 26" West (recorded as South 89° 50' West), 112.20 feet along the Westerly line of said parcel of land; thence North 31° 48' 13" West (recorded as North 30° 29' 40" West), 887.52 feet along the Westerly line of said parcel of land; thence North 72° 48' 13" West (recorded as North 71° 29' 40" West), 138.93 feet along the Westerly line of said parcel of land; thence North 87° 14' 08" West (recorded as North 85° 55' 35" West), 140.43 feet along the Westerly line of said parcel of land; thence South 63° 01' 45" West (recorded as South 64° 20' 19" West), 136.40 feet along the Westerly line of said parcel of land; thence South 51° 18' 10" West (recorded as South 52° 36' 43" West), 154.81 feet along the Westerly line of said parcel of land; thence North 63° 37' 48" West (recorded as North 62° 19' 15" West), 437.01 feet along the Westerly line of said parcel of land; thence North 48° 59' 51" West (recorded as North 47° 40' 32" West), 226.15 feet (recorded as 227.23 feet) along the Westerly line of said parcel of land; thence North 31° 42' 35" West (recorded as North 30° 26' 19" West), 623.69 feet (recorded as 623.02 feet) along the Westerly line of said parcel of land; thence North 01° 27' 16" West (recorded as North 00° 11' 00" West), 103.34 feet along the Westerly line of said parcel of land; thence South 78° 41' 08" West (recorded as South 79° 57' 24" West), 690.46 feet (recorded as 690.84 feet) along the Westerly line of said parcel of land; thence

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South 88° 33' 52" West (recorded as South 89° 51' West), 316.55 feet (recorded as 315.62 feet) along a line that is parallel with the North line of said Northwest 1/4 Section and along the Westerly line of said parcel of land to the West line of the East 1/2 of said Northwest 1/4 Section; thence North 01° 26' 50" West (recorded as North 0° 5' 30" West), 105.11 feet (recorded as 105.52 feet) along said West line and along the Westerly line of said parcel of land to a non-tangent curve and to the Northerly line of said parcel of land; thence Easterly, 546.74 feet (recorded as 546.7 feet) and to the left along the Northerly line of said parcel of land and along the arc of a curve having a radius of 3500.00 feet and having a chord which bears North 79° 50' 17.5" East (recorded as North 81° 06' 39" East), 546.19 feet (recorded as 546.18), to a non-tangent line; thence North 60° 43' 00" East (recorded as North 61° 59' 22" East), 635.87 feet (recorded as 635.05 feet) along the Northerly line of said parcel of land to the East line of Mitchell Boulevard; thence North 01° 42' 06" East (recorded as North 2° 58' 30" East), 235.00 feet along the Northerly line of said parcel of land and along the East right of way line of Mitchell Boulevard to a non-tangent curve (recorded as the Westerly extension of the centerline of Story Parkway); thence Easterly, 210.04 feet and to the right along the Northerly line of said parcel of land and along the arc of a curve having a radius of 405.00 feet and having chord which bears South 89° 40' 27.5" East (recorded as South 88° 24' 06" East), 207.69 feet, to the East line of said Southwest 1/4 Section and to the Easterly line of said parcel of land; thence South 01° 15' 21" East (recorded as South 0° 01' West), 298.22 feet along said East line and along the Easterly line of said parcel of land to the point of beginning.

Tax Key No. 421-9931 and part of Tax Key No. 422-9997

Parcel G:

All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 2975 of Deeds, Page 276, Document No. 3084109, January 23, 1952.
Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1955
(that part of vacated North 46th Street west of the centerline).

Now more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 26; thence South 88°43'07" West, 142.69 feet along the south line of said Southeast 1/4 Section to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement and to the easterly line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision; thence North 11°17'35" West (recorded as North 8°55' West); 96.62 feet along said westerly right of way line and along said easterly line; thence North 10°12'24" West (recorded as North 8°55' West), 450.04 feet along said westerly right of way line and along said easterly line; thence North 04°32'36" West (recorded as North 3°15' West), 703.40 feet along said westerly right of way line and along the easterly line of STORY'S SUBDIVISION NO. 2, a recorded subdivision; thence North 04°57'43" West (recorded as North 3°15' West), 148.57 feet along said westerly right of way line and along said easterly line to a point in the easterly line of said parcel of land as described in said Document No. 3084109, to the northeast corner of said STORY'S SUBDIVISION NO. 2, and to the point of beginning of the following description: Thence South 88°43'07"

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West (recorded as East), 116.55 feet (recorded as 120 feet) along the north line of Block 1 of said subdivision and along the easterly line of said parcel of land to the northwest corner of said Block 1; thence South 01°16'53" East (recorded as North), 120.00 feet along the west line of said Block 1 and along the easterly line of said parcel of land to the southwest corner of said Block 1; thence South 88°43'07" West (recorded as East), 157.26 feet along the north right of way line of vacated West St. Paul Avenue and along the easterly line of said parcel of land to the west right of way line of vacated North 45th Street; thence South 01°16'53" East (recorded as North), 240.00 feet along said west right of way line and along the easterly line of said parcel of land to the northeast corner of Block 3 of said subdivision; thence South 88°43'07" West (recorded as East), 284.00 feet along the north line of said Block 3 and along the easterly line of said parcel of land to the centerline of vacated North 46th Street; thence South 01°16'53" East (recorded as North), 510.58 feet along said centerline and along the easterly line of said parcel of land; thence South 08°33'07" West (recorded as North 9°50' East), 83.44 feet along said centerline; thence South 03°27'07" West (recorded as North 4°44' East), 46.68 feet along said centerline to the northerly line of Parcel No. 18 as described in Volume 3760 of Deeds on Page 76 and recorded as Document No. 3619880; thence South 80°38'09" West, 875.30 feet along the northerly line of said Parcel 18 and along the southerly line of said parcel of land described in Document No. 3084109 to the easterly line of Bluff Park as described in Volume 901 of Deeds on Page 397 and recorded as Document No. 1100413 and to the westerly line of said parcel of land described in Document No. 3084109; thence North 35°12'27" East, 6.91 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 33°06'27" East, 45.65 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 27°10'26" East, 50.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 25°41'18" East, 50.04 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 22°32'18" East, 50.01 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 20°14'59" East, 50.08 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 15°26'41" East, 50.49 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 19°56'40" East, 58.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 46°48'52" East, 390.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 31°49'08" West, 301.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 03°25'52" East, 461.64 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land to the northerly line of said parcel of land and to a line that is parallel with the centerline of West Blue Mound Road; thence North 85°09'44" East (recorded as west), 80.64 feet (recorded as 109.10 feet) along said parallel line and along the northerly line of said parcel of land to a line that is perpendicular to West Blue Mound Road; thence North 04°50'16" West (recorded as South), 40.00 feet along the northerly line of said parcel of land and along said perpendicular line to a line that is 293.46 feet south of (as measured at right angles to) and parallel with the centerline of West Blue Mound Road; thence North 85°09'44" East (recorded as West), 665.31 feet along the northerly line of said parcel of land and along said parallel line; thence South 01°37'30" East (recorded as north), 50.45 feet along said northerly line and along a line that is parallel to the east line of said Southeast 1/4 Section to a

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point that is 343.91 feet south of (as measured at right angles to) the centerline of West Blue Mound Road and 610.75 feet west of (as measured at right angles to) the east line of said Southeast 1/4 Section; thence North $88^{\circ}08'30''$ East (recorded as West), 376.62 feet (recorded as 370.67 feet) along the northerly line of said parcel of land to the southeast corner of BLUE MOUND COURT, a recorded subdivision, to the easterly line of said parcel of land, and to the above said westerly right of way line of North 44th Street; thence South $12^{\circ}43'05''$ West (recorded as northeasterly), 11.32 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South $18^{\circ}18'56''$ West (recorded as northeasterly), 130.17 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South $04^{\circ}57'43''$ East (recorded as north), 185.74 feet (recorded as 185.88 feet) along the easterly line of said parcel of land and along said westerly right of way line to the point of beginning.

Part of Tax Key No.: 403-9994-100-X

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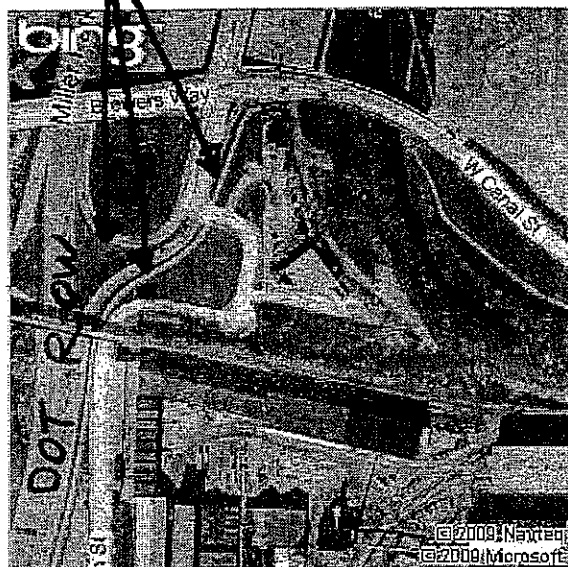
Bing Maps

EX B

DOT ROW

My Notes

FREE! Use Live Search 411 to find movies, businesses & more! 800-CALL-411.



B-2

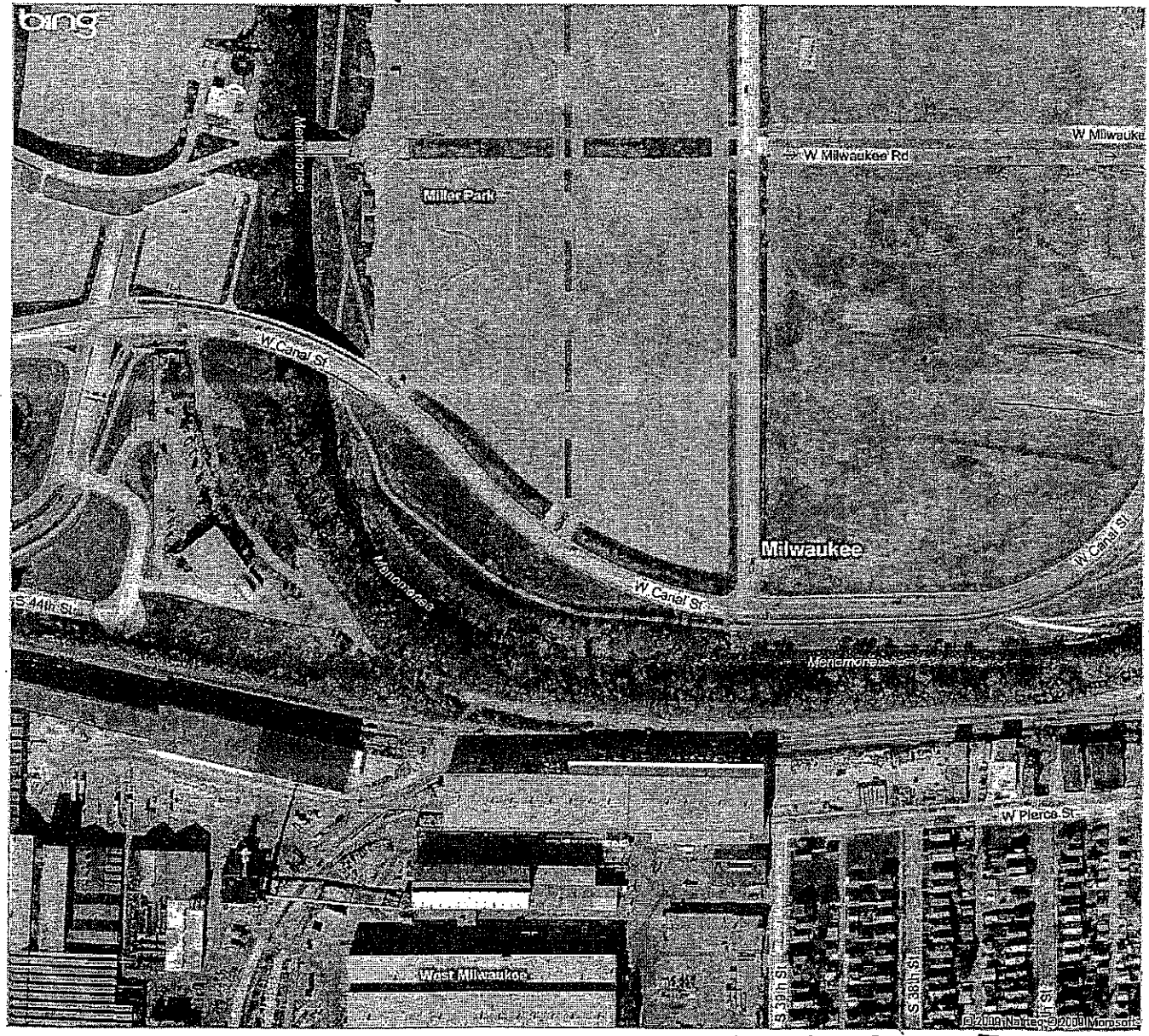
Bing Maps

My Notes
EX B

FREE! Use Live Search 411 to find movies, businesses & more: 800-CALL-411.

Ground Lease Land

Miller Parkway



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Parcel 1A = Service Road on RACM LAND

SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA BEING ACQUIRED.

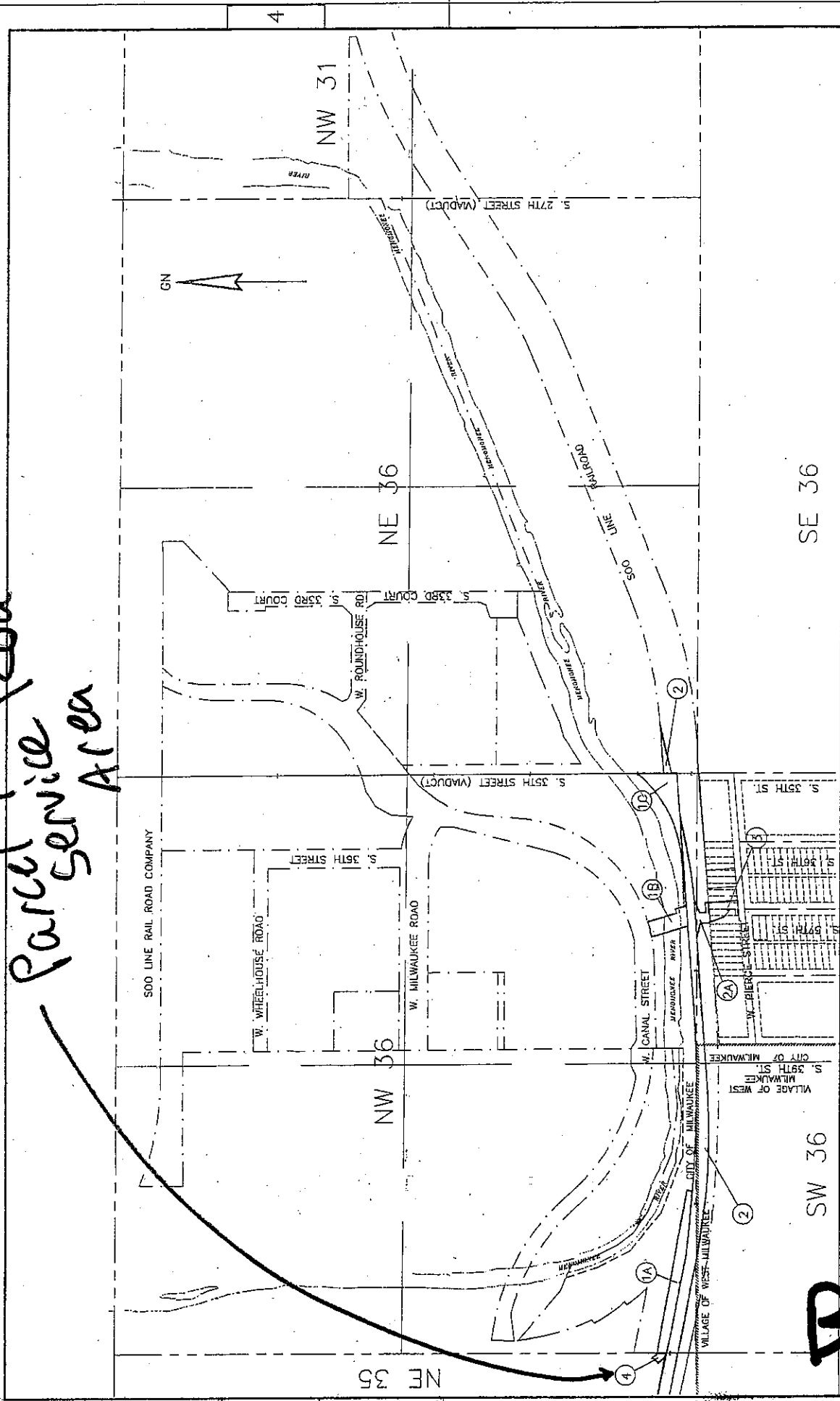
PARCEL NUMBER	SHEET NUMBER	OWNER(S)	TAX KEY NO.	INTEREST REQUIRED	TOTAL ACRES	R/W AREA REQUIRED (EASEMENT) ACRES
1	4.4 - 4.7(A)	REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE	424-0403-000-5	T.R.D.	47.69	13.00
1A	4.4			EASEMENT FOR ACCESS ROAD	14.46	0.765
1B	4.5, 4.7(A)			EASEMENT FOR BRIDGE		0.318
1C	4.5, 4.7(A)			EASEMENT FOR EAST-WEST TRAIL		0.582
2	4.4 - 4.8	SOO LINE RAILROAD CO.	436-8898-000-1, 436-8898-002, 436-8898-002-8, 422-8898-000, 424-8898-112	EASEMENT FOR EAST-WEST TRAIL	7.152, 1.28	2.871
2A	4.4, 4.5, 4.7(A)			EASEMENT FOR TUNNEL		0.126
2B	4.8		412-9898-03 (BLUENOUND RD.)	EASEMENT OR LICENSE		2.754
3	4.5, 4.7(A)	TO BE OWNED BY WORK	436-0004-100 436-0007-000 436-0006-000	EASEMENT	0.30 0.12	0.217
4	4.4	STATE OF WISCONSIN DEPT. OF ADMINISTRATION	422-9804-000	EASEMENT FOR ACCESS ROAD	3.89	0.036

Parcel 4 = Service Road Easement Area

B-5

FILE NAME: ... BESTIGFILE...
 DATE: ...
 COUNTY: MILWAUKEE
 R/W PROJECT NO. 1693-38-00
 PLAT SHEET NO. 4.2
 PLOT DATE: ... PLOTTING DATE: ... PLOT BY: ... PLOT USER: ... PLOT NAME: ...
 PLOT SCALE: ... PLOTS SCALE: ... 5-20-2009

*Parcel 4 = Road Easement
Parcel Service Area*

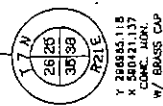
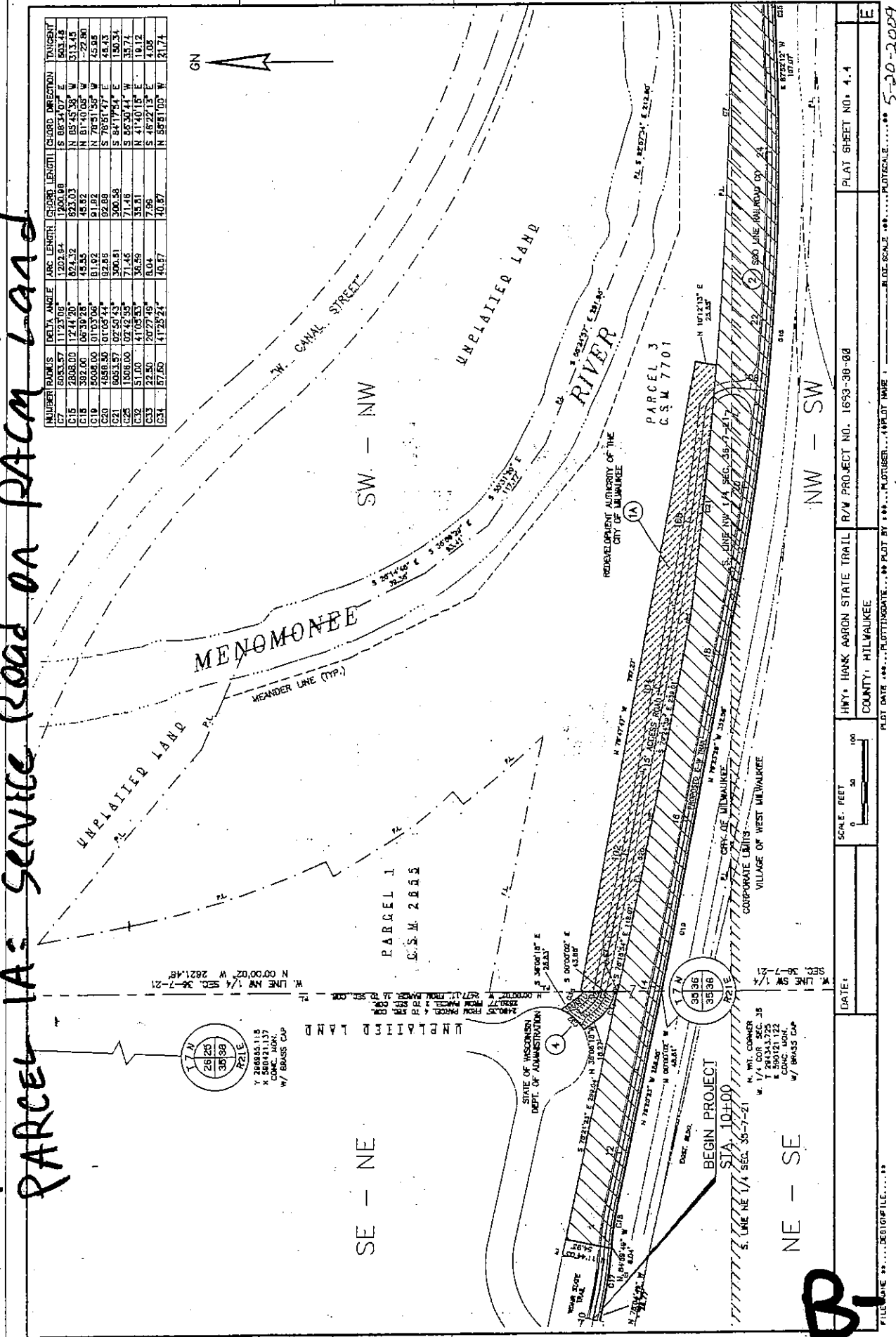


FILE NAME ****.GISTONFILE.	DATE:	SCALE: FEET 0 200 400	PLAT SHEET NO. 4.3
PLAT DATE ****.PLOTDATE**** PLOT BY ****.PLOTTER**** PLOT NAME	COUNTY: MILWAUKEE	R/W PROJECT NO. 1693-38-00	E
PLOT SCALE ****.PLOTSCALE****			5-20-2009

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PARCEL 4 = Service Road Easement Area
 PARCEL 1A = Service Road on PACM Land

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION	TANGENT
C7	6053.57	11°23'00"	202.84	1700.00	S 88°34'07" E	603.48
C16	2808.00	12°44'20"	624.32	823.03	N 89°45'38" W	513.45
C18	382.00	06°39'28"	45.45	45.82	N 81°40'05" W	-22.80
C19	6006.00	01°03'06"	81.92	91.02	N 78°51'55" W	45.98
C20	4288.50	01°05'44"	82.88	92.88	S 78°51'47" E	44.43
C21	6053.57	07°50'43"	300.61	300.58	S 84°17'54" E	130.34
C25	1406.00	07°42'55"	71.46	71.48	S 85°30'41" W	35.74
C32	51.00	41°05'53"	36.56	35.51	N 41°40'15" E	18.12
C33	22.50	20°27'49"	8.04	7.96	S 48°22'13" E	4.08
C34	67.60	41°25'24"	40.67	40.67	N 55°51'00" W	31.74



DATE: _____

SCALE: FEET 0 50 100

FILE NAME: ...DESIGN#FILE... **

PLAT DATE: **... PLATTING DATE: ** ** PLOT BY: **... PLATTER: **... 1/4" = 1" NW 1/4

R/W PROJECT NO. 1693-30-88

COUNTY: MILWAUKEE

PLAT SHEET NO. 4.4

PLATE SCALE: **... PLATE SCALE: **... 5-20-2004

B-6

LEGAL DESCRIPTION
(Parcel 4)

EX C

That part of the Southeast 1/4 of the Northeast 1/4 of Section 35, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of said Section 36; thence South 00°00'02" East along the West line of the Northwest 1/4 Section, 2480.35 feet to the Point of Beginning; continuing thence South 00°00'02" East along said West line, 37.37 feet to a point of non-tangency on a 57.50 foot radius curve to the right, whose chord bears North 56°51'00" West, 40.67 feet; thence Northwesterly, 40.67 feet along the arc of said curve; thence North 36°08'18" West, 18.57 feet to a point of non-tangency on a 51.00 foot radius curve to the left, whose chord bears North 41°40'15" East, 35.81 feet; thence Northeasterly, 36.59 feet along the arc of said curve; thence South 36°08'18" East, 25.83 feet to the beginning of a 22.50 foot radius curve to the left, whose chord bears South 46°22'13" East, 7.99 feet; thence Southeasterly, 8.04 feet along the arc of said curve to the Point of Beginning.

Said parcel contains 0.036 acres of land, more or less.

PARCEL 4 =
SERVICE ROAD
EASEMENT AREA

C-1

LEGAL DESCRIPTION
(Parcel 1A - Proposed Access Road)

That part of Parcel 3 of Certified Survey Map No. 7701, recorded on January 20, 2006 as Document No. 9169724, in the Southwest 1/4 of the Northwest 1/4 of Section 36, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of said Section 36; thence South 00°00'02" East along the West line of the Northwest 1/4 Section, 2520.77 feet to the Northerly line of the Soo Line Railroad Company right of way and to the Point of Beginning; thence the following four courses along said Northerly right of way line: thence South 78°18'54" East, 118.07 feet to the beginning of a 4856.50 foot radius curve to the left, whose chord bears South 78°51'47" East, 92.86 feet; thence Southeasterly, 92.86 feet along the arc of said curve; thence South 79°24'39" East, 239.01 feet; to the beginning of a 6053.57 foot radius curve to the left, whose chord bears South 84°17'54" East, 300.58 feet; thence Southeasterly, 300.61 feet along the arc of said curve to a point of non-tangency; thence North 10°12'13" East, 25.55 feet; thence North 79°47'47" West, 757.27 feet to the West line of said Northwest 1/4 Section; thence South 00°00'02" East, 43.66 feet along said West line to the Point of Beginning.

Said parcel contains 0.755 acres of land, more or less.

SERVICE ROAD
ON RACM LAND
(Parcel 1A)

C-2

EXHIBIT A - MAP

R/W PROJECT NUMBER 1893-38-00	SHEET NUMBER 4.1	TOTAL SHEETS 18
FEDERAL PROJECT NUMBER 1893-38-00		
PLAT OF RIGHT-OF-WAY REQUIRED FOR HANK AARON STATE TRAIL		
W. BLUEHOUND ROAD TO MITCHELL PARK		
CONSTRUCTION PROJECT NUMBER 1893-38-00		



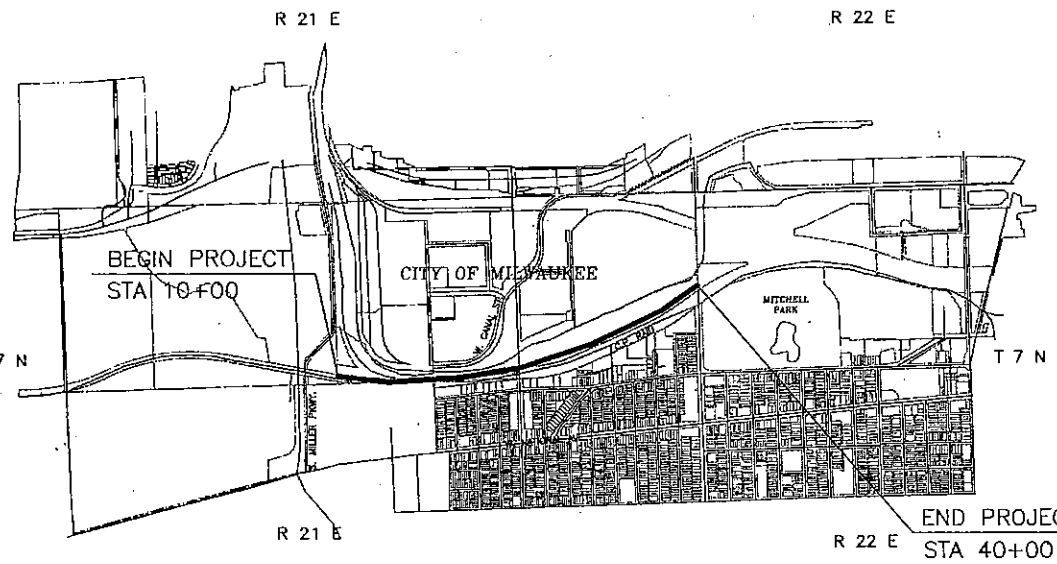
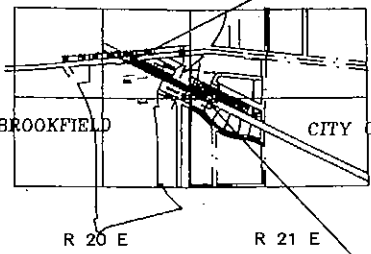
CONVENTIONAL SYMBOLS AND ABBREVIATIONS

STATE COUNTY or TOWN LINE	ACCESS POINT	AP
SECTION LINE	ACCESS RIGHTS	AR
QUARTER LINE	ACRES	AC.
SIXTEENTH LINE	AND OTHERS	ET.AL
PROPOSED REFERENCE LINE	CENTERLINE	C/L
PROPOSED R/W LINE	CERTIFIED SURVEY MAP	CSM
EXISTING H.E. LINE	DOCUMENT	DOC.
PROPERTY LINE	HIGHWAY EASEMENT	H.E.
EASEMENT LINE	LAND CONTRACT	LC
CORPORATE LIMITS	MONUMENT	MON.
EXISTING CENTERLINE	PAGE	P.
LOT & TIE LINES	PERMANENT LIMITED EASEMENT	PL
UTILITIES	PROPERTY LINE	PL
(18" OR 24" DIA. ELECTRIC OR GAS) (12" DIA. WATER)	RECORDED AS (100')	(100')
NO ACCESS (BY PREVIOUS ACQUISITION/CONTROL)	REFERENCE LINE	R/L
NO ACCESS (BY ACQUISITION)	REMAINING	REM.
NO ACCESS (BY STATUTORY AUTHORITY)	RIGHT-OF-WAY	R/W
FEE (HATCH VARIES)	SECTION	SEC.
TEMPORARY LIMITED EASEMENT	SQUARE FEET	SQ.FT.
PERMANENT LIMITED EASEMENT	STATION	STA.
PARCEL NUMBER	TEMPORARY LIMITED EASEMENT	TEMP. EASEMENT
SKIN NUMBER (OFF PREMISE)	VOLUME	V.
BUILDING	CURVE DATA	
FOUND IRON PIPE/PIN (BY UNDERGROUND)	LONG CHORD	LCH
R/W MONUMENT	LONG CHORD BEARING	LCHB
R/W STANDARD	RADIUS	R
SECTION CORNER SYMBOL	DEGREE OF CURVE	D
	CENTRAL ANGLE OR DELTA	DELTA
	LENGTH OF CURVE	L
	TANGENT	TAN
	POWER POLE	▲
	TELEPHONE POLE	⚡
	TELEPHONE PEDESTAL	X
	NON COMPENSABLE	▲
	COMPENSABLE	⚡

4

4

A-1



NOTES

COORDINATES AND BEARINGS ON THIS PLAT ARE ORIENTED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY, NAD 83 (2007) ADJUSTMENT. COORDINATES ON DETAIL SHEET 4.11 ARE ALSO SHOWN IN WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY, NAD 83 (2007) ADJUSTMENT.

THE COORDINATES SHOWN ARE GRID COORDINATES AND ARE TO BE USED AS GRID OR GROUND VALUES ON THIS PLAT.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER SURVEYS OF PUBLIC RECORD.

REVISION DATE	APPROVED FOR:
.....	DEPARTMENT OF NATURAL RESOURCES
.....	APPROVED FOR THE DEPARTMENT
.....	DATE: _____ SIGNATURE: _____
.....	E

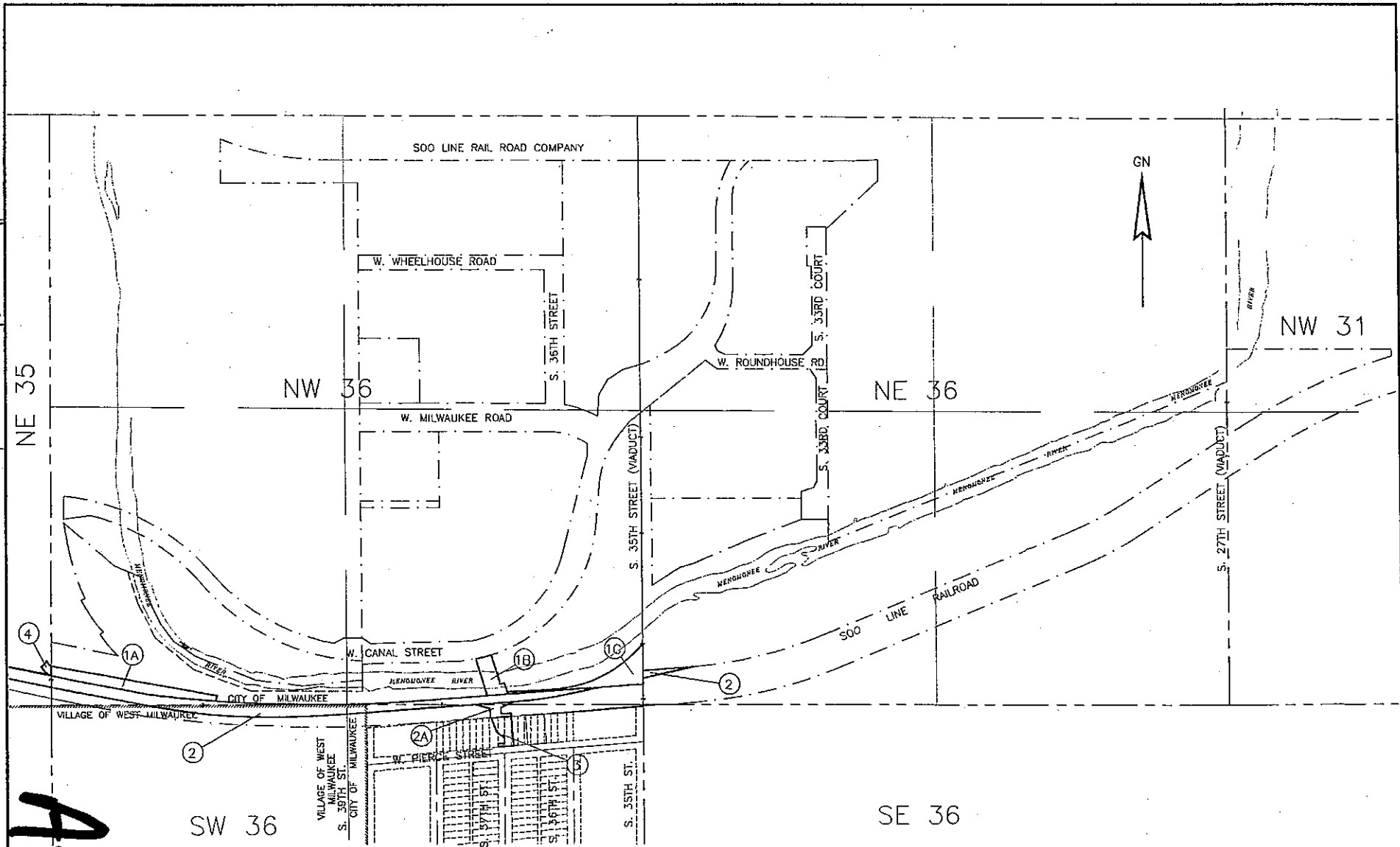
SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA BEING ACQUIRED.

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	TAX KEY NO.	INTEREST REQUIRED	TOTAL AREA ACRES	R/W AREA REQUIRED NEW (EASEMENT) ACRES
1	4.4 - 4.7(A)	REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE	424-0403-000-5	T.B.O.	47.69	T.B.O.
1A	4.4			EASEMENT FOR ACCESS ROAD	14.45	0.755
1B	4.5, 4.7(A)			EASEMENT FOR BRIDGE		0.318
1C	4.5, 4.7(A)			EASEMENT FOR EAST-WEST TRAIL		0.582
2	4.4 - 4.8	SOO LINE RAILROAD CO.	436-8999-000-1, 423-8999-002, 423-8999-003-8, 422-8999-000, 424-8999-112	EASEMENT FOR EAST-WEST TRAIL	?, 1.52, 1.26	2.971
2A	4.4, 4.5, 4.7(A)			EASEMENT FOR TUNNEL		0.126
2B	4.8		412-8999-03 (BLUEMOUND RD.)	EASEMENT OR LICENSE		2.754
3	4.5, 4.7(A)	TO BE OWNED BY WDNR	436-0004-100 436-0007-000 436-0008-000	EASEMENT	0.30 0.12	0.217
4	4.4	STATE OF WISCONSIN DEPT. OF ADMINISTRATION	422-8994-000	EASEMENT FOR ACCESS ROAD	3.69	0.036
<div style="position: absolute; left: -100px; top: 50%; transform: translateY(-50%); font-size: 48px; font-weight: bold;">A-2</div>						

4

4



4

4

NE 35

NW 36

NE 36

NW 31

SW 36

SE 36

GN



4

1A

1B

1C

2

2

2A

3

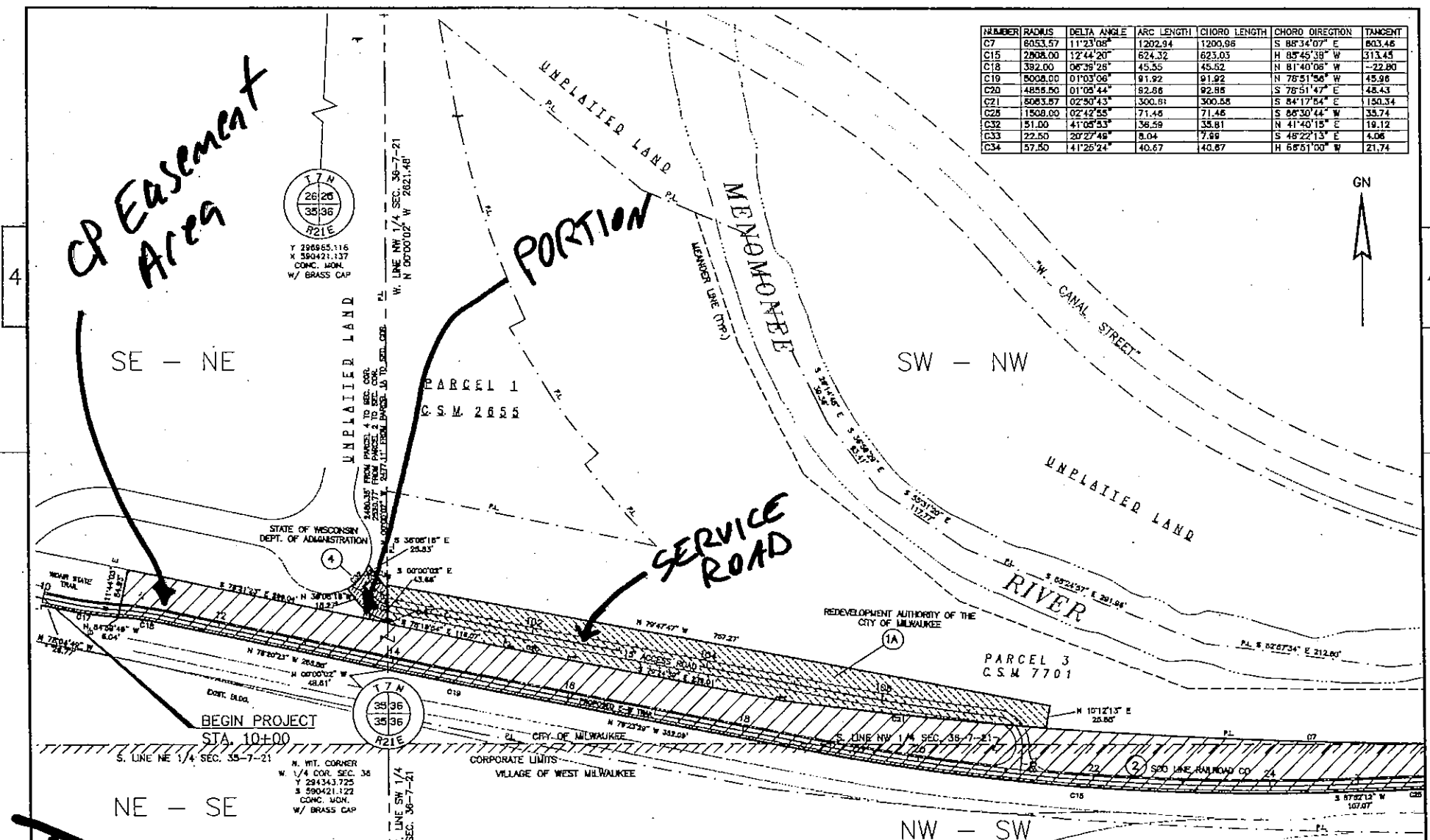
A

3

DATE:	SCALE, FEET 0 200 400	HWY: HANK AARDN STATE TRAIL	R/W PROJECT NO. 1693-38-00	PLAT SHEET NO: 4.3	E
COUNTY: MILWAUKEE					

FILE NAME **...DESIGNFILE...** PLOT DATE **...PLOTDATE...** PLOT BY **...PLOTUSER...** PLOT NAME **...PLOTSCALE...** 5-20-2009

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION	TANGENT
C7	8053.57	11°23'08"	1202.94	1200.86	S 88°34'07" E	803.46
C15	2808.00	12°44'20"	624.32	623.03	N 85°45'39" W	313.45
C18	382.00	06°38'28"	45.55	45.52	N 81°40'08" W	-22.80
C19	8008.00	01°03'06"	91.92	91.92	N 78°51'56" W	45.98
C20	4856.80	01°06'44"	92.86	92.86	S 78°51'47" E	48.43
C21	8063.57	02°50'43"	300.81	300.58	S 84°17'54" E	150.34
C25	1508.00	02°42'55"	71.46	71.46	S 86°30'44" W	35.74
C32	51.00	41°05'53"	36.59	35.81	N 41°40'15" E	19.12
C33	22.50	20°27'48"	8.04	7.69	S 48°22'13" E	4.06
C34	57.50	41°25'24"	40.67	40.87	H 6°51'00" W	21.74



CP Easement Area

PORTION

SERVICE ROAD

A4



Y 296955.116
X 350421.137
CONC. MON.
W/ BRASS CAP

UNPLAIED LAND

W. LINE NW 1/4 SEC. 36-7-21
N 00°00'02" W 2821.48'



S 30°05'18" E 25.83'



W. LINE SW 1/4 SEC. 36-7-21

BEGIN PROJECT STA. 10+00

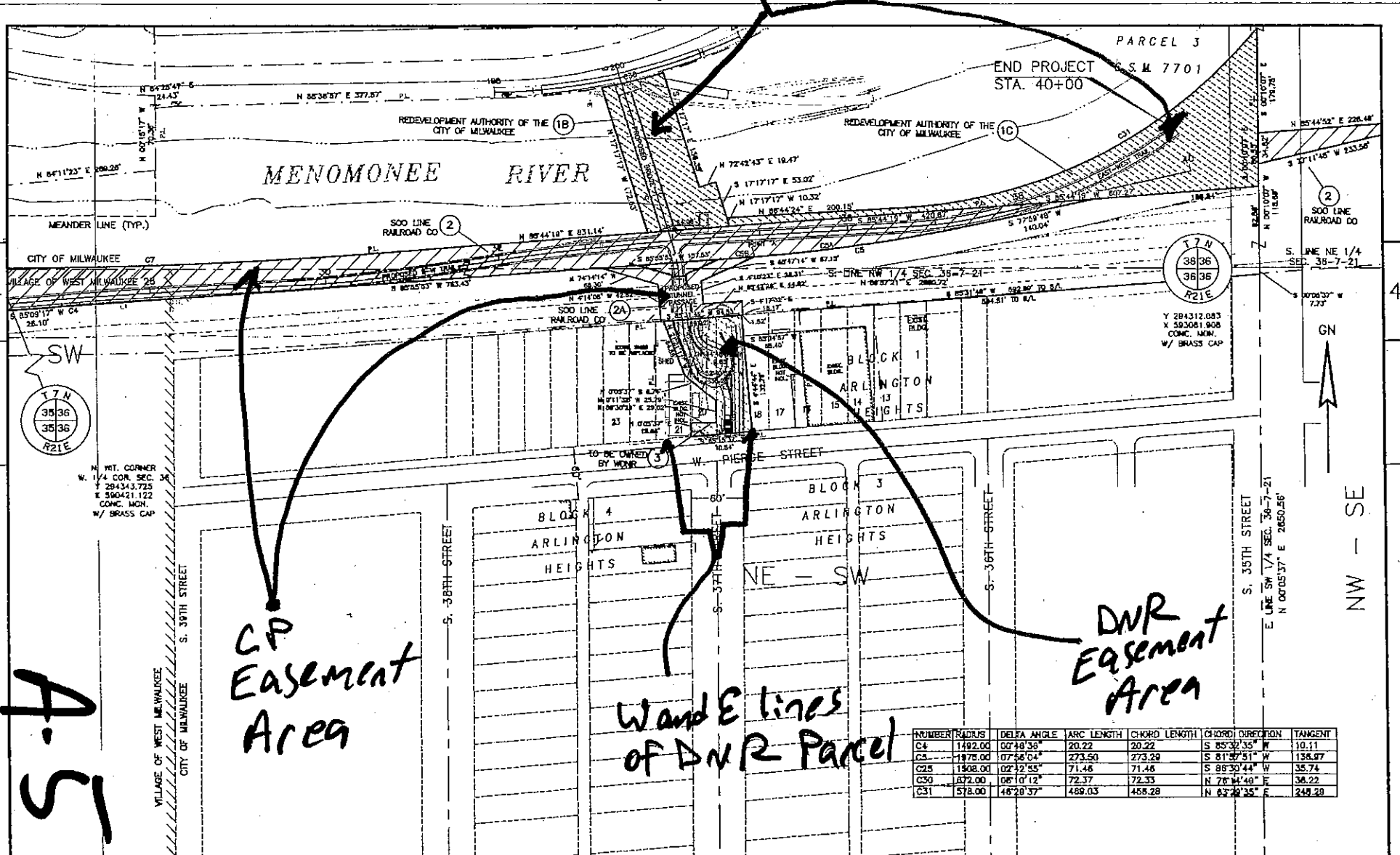
N. INT. CORNER
W. 1/4 COR. SEC. 36
Y 294343.725
X 350421.122
CONC. MON.
W/ BRASS CAP

DATE:	SCALE: FEET 0 50 100	HWY: HANK AARON STATE TRAIL	R/W PROJECT NO. 1693-38-08	PLAT SHEET NO: 4.4
		COUNTY: MILWAUKEE		

FILE NAME: ... DEST: ...

PLAT DATE: ... PLOTTING DATE: ... PLOT BY: ... PLOT USER: ... PLOT NAME: ... PLOT SCALE: ... PLOTS SCALE: ... 5-20-2009

RACM EASEMENT AREA

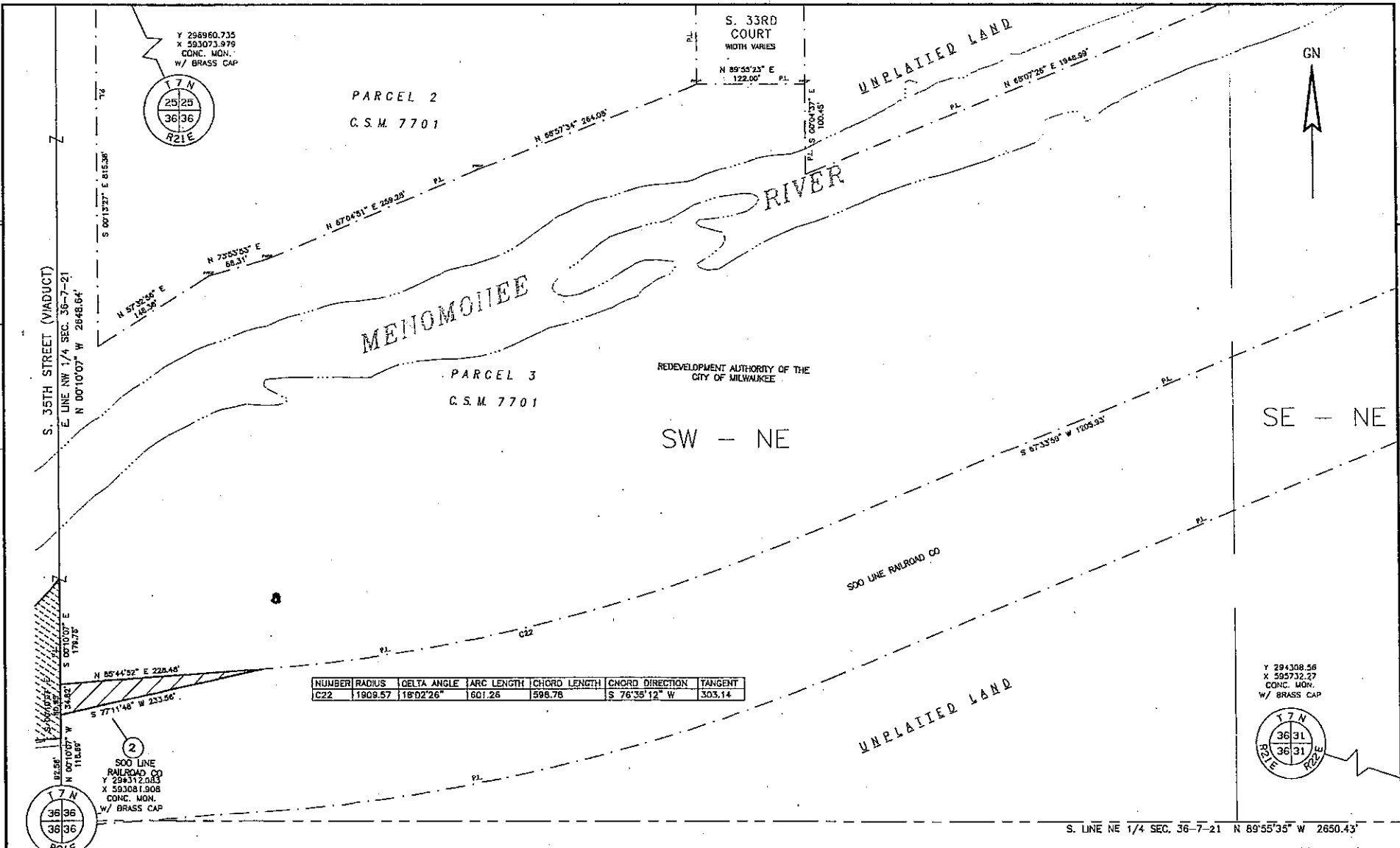


A-5

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION	TANGENT
C4	1492.00	07°10'38"	20.22	20.22	S 85°32'35" W	10.11
C5	1497.00	07°56'04"	273.50	273.29	S 81°57'51" W	136.07
C25	1808.00	02°12'55"	71.48	71.46	S 86°30'44" W	35.74
C30	1872.00	06°10'12"	72.37	72.33	N 76°14'46" E	36.22
C31	578.00	46°20'37"	489.03	458.28	N 83°28'35" E	249.28

DATE: _____ SCALE: FEET 0 50 100 HWY: HANK AARON STATE TRAIL R/W PROJECT NO. 1693-38-02 PLAT SHEET NO: 4.5

COUNTY: MILWAUKEE COUNTY: MILWAUKEE



4

4

DATE: _____ SCALE: FEET 0 50 100 HWY: HANK AARON STATE TRAIL R/W PROJECT NO. 1693-38-00 PLAT SHEET NO. 4.6

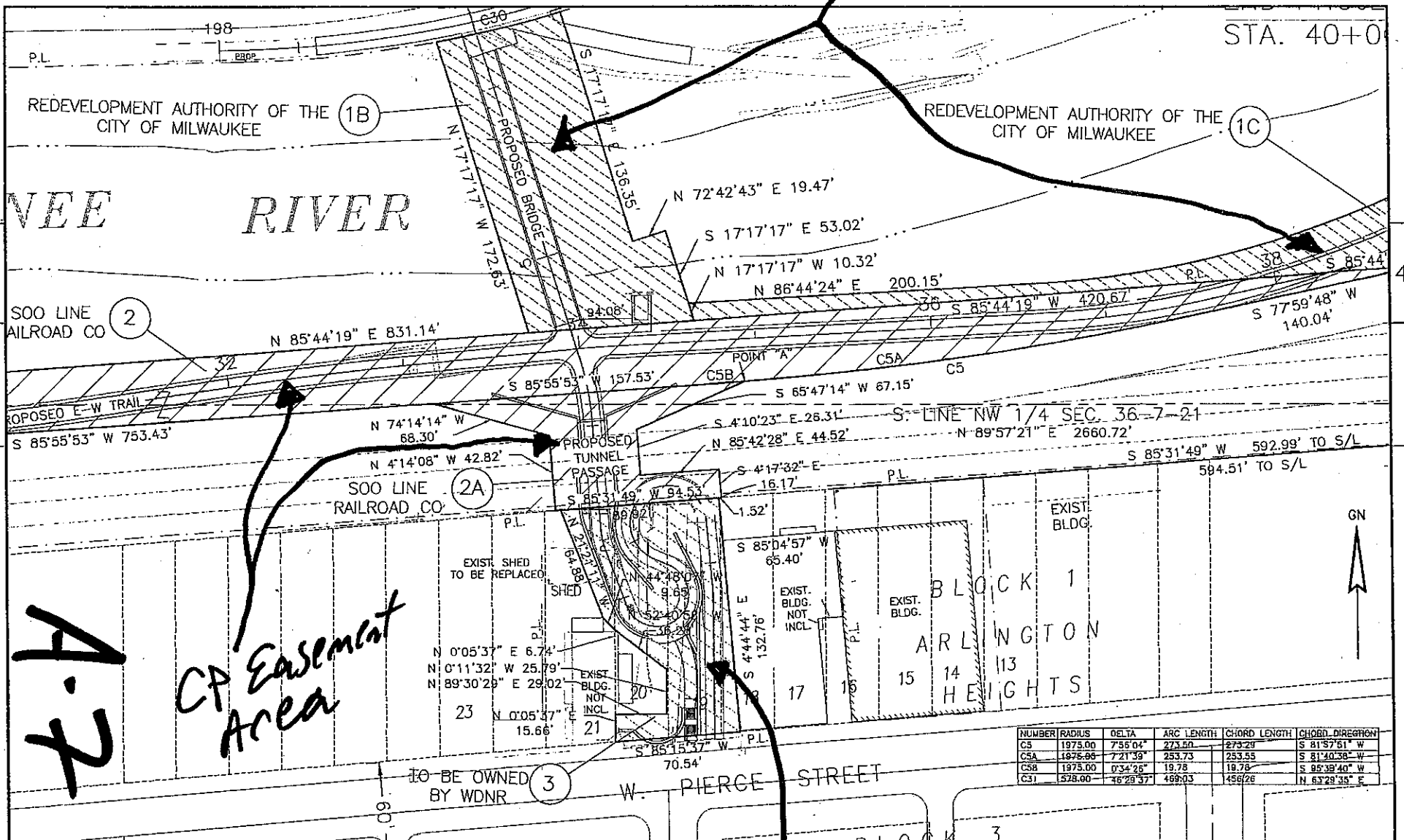
COUNTY: MILWAUKEE _____

FILE NAME: **...DESTONFILE...** PLOT DATE: **...PLOTDATE...** PLOT BY: **...PLOTUSER...** PLOT NAME: _____ BLD. SCALE: **...PLOTSCALE...**

5-20-2009

AG

RACM Easement Area



A-7

CP Easement Area

DNR Easement Area

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C5	1875.00	7°53'04"	273.60	273.29	S 81°57'51" W
C5A	1875.00	7°21'39"	253.73	253.55	S 81°40'38" W
C5B	1875.00	0°34'26"	19.78	19.78	S 89°38'40" W
C31	528.00	48°29'37"	469.03	149.26	N 63°29'35" E

DATE: _____ SCALE: FEET 0 25 50 HWY: HANK AARON STATE TRAIL R/W PROJECT NO. 1693-38-00 PLAT SHEET NO: 4.7(A)

COUNTY: MILWAUKEE PLOT DATE: **** PLOTTING DATE: **** PLOT BY: **** PLOT USER: **** PLOT NAME: **** PLOT SCALE: **** PLOTS SCALE: ****

FILE NAME: **...OESTONFILE...**

5-20-2009

