

## EASEMENT AND LEASE AGREEMENT

Easement and Lease Agreement (hereinafter referred to as the "Agreement") made as of the day of \_\_\_\_\_, 20\_\_\_, by and between the Milwaukee Metropolitan Sewerage District, a Wisconsin municipal corporation, (hereinafter referred to as "Tenant"), and the City of Milwaukee, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

### WITNESSETH:

City hereby leases, demises and lets unto Tenant the real property comprised of approximately 0.15 acres (hereinafter referred to as the "Leasehold Premises"), located on the South Harbor Tract of the City of Milwaukee at the corner of Carferry and Bay Streets. The Leasehold Premises is more particularly described in Exhibit A, which is affixed hereto and incorporated into this document by this reference. The City additionally hereby grants unto Tenant a subsurface easement to the area depicted on Exhibit B, which is affixed hereto and incorporated into this Document by reference (hereinafter referred to as the "Easement Area") for the purpose set forth by the Agreement.

The Leasehold Premises and Easement Area shall collectively be referred to herein as the "Premises", and whenever the term "Premises" appears the Tenant and City agree that such shall incorporate and apply to both the Leasehold Premises and the Easement Area.

In addition the City and Tenant agree to the following terms and conditions for this Easement and Lease Agreement:

1. **The Leasehold Premises and Easement Area.**

A) The Leasehold Premises to be leased consists of 8,676 square feet of land located at the southwest corner of East Bay Street and South Carferry Drive, and is depicted in Exhibit A with a legal description, and incorporated herein by this reference.

B) The Easement Area includes those areas connecting to the Leasehold Premises to the west and east under which lie buried pipeline sections Tenant has purchased from West Shore Pipe Line Co., Inc. These areas are depicted in Exhibit B with a legal description, and incorporated herein by this reference.

C) The City and Tenant agree that these Exhibits accurately reflect the Leasehold Premises and Easement Area granted to Tenant by the City under this Agreement.

2. **Term.** The initial term of this Agreement shall be for a period of twenty-five (25) years (the "Initial Term") commencing February 13, 2012 and terminating on February 12, 2037.

Tenant shall have the right to extend the term of the Agreement for two (2) successive periods of ten (10) years each, the First Extension Term commencing on February 13, 2037 and terminating on February 12, 2047; and the Second Extension Term commencing on February 13, 2047 and terminating on February 12, 2057. In order to exercise each option to extend this Agreement under this Section,

Tenant shall provide City with written notice of its intent to do so no less than twelve (12) months, prior to the expiration of the Initial Term or any extended term.

3. **Rent.** Rent shall be paid in advance annually by January 15 of each year of the Initial Term and during the extension terms. At the commencement of this Agreement the annual rental rate will be Two Thousand Seven Hundred and 00/100<sup>th</sup> Dollars (\$2,700). Annual Rent during the Initial Term and during the extension terms shall be escalated every fifth year starting January 1, 2017. Rent is to be adjusted to the amount determined by applying the percentage increase, if any, in the All Urban Consumers – current series line of the Consumer Price Index published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the five-year period prior to the beginning of the new rental period, to the rental figure payable during the previous five-year period of this Agreement; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rental during the previous period.

4. **Use of the Leasehold Premises and Easement Area.** Tenant shall use the Leasehold Premises for the construction of a pipeline pigging station and a test station associated with the operation of its landfill gas delivery pipeline. The Easement Area allows for the Tenant's continued use of the underground pipeline section purchased from West Shore Pipeline Co. as referenced in Exhibit B and for the underground construction of pipe connection at the northwest corner of East Bay Street and South Harbor Drive for transmission of landfill gas.

Additional uses of the Premises are not permitted without the prior written approval of the Municipal Port Director. Tenant acknowledges the suitability of the Premises for its intended uses and bears sole responsibility for making any determination with respect thereto.

5. **Occupancy Subject to Existing Easements and Restrictions.** Tenant's occupancy of the Premises is subject to any recorded easements and restrictions of record.

6. **Termination and Vacation.**

A) **Termination and Vacation Date.** Tenant shall vacate the Premises on or before the expiration of this Agreement. The Premises shall be returned to City by Tenant as level base ground in substantially the same condition in which it was received. In the event that Tenant fails to vacate the Premises in a timely fashion, City shall have the option to do any or all of the following: (1) cause the Premises to be vacated; (2) charge Tenant twice (2x) the rent set forth in Section 3 of this Agreement for all periods subsequent to the date of expiration of this Agreement or of any agreed extension thereof; and (3) to assess and recover against the Tenant the actual costs of such vacation and any damages sustained by the City as a consequence of the Tenant's failure to timely vacate the Premises.

B) **Premises to be Vacated Clear of all Materials.** Tenant shall vacate the Premises free and clear of all materials and equipment and of all improvements. In the event that Tenant fails to vacate the Premises in the prescribed state of clearance, as determined by City, after ten (10) days' written notice to

Tenant, City shall have the option to have such clearance and clean-up conducted as in its reasonable judgment is necessary in order to bring the Premises to the prescribed state of clearance and to assess the costs of such action against Tenant.

C) Tenant shall remove all subsurface piping located in the Premises within six months of the date of termination of this Agreement, unless otherwise mutually agreed to by both parties in writing.

D) This Agreement may be terminated prior to the date of its stated expiration date by the mutual written consent of the Port Director and the Tenant.

7. **Default.** The occurrence of one or more of the following events shall be considered events of default under the terms of this Agreement:

A) Tenant shall be adjudged a bankrupt, or a decree or order, approving as properly filed, a petition or answer asking reorganization of Tenant under Federal Bankruptcy Laws as now or hereafter amended, or under the laws of this State, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; City may at its sole option extend the Agreement term on a month-to-month basis in the event additional time is required for Tenant to vacate the Premises under this Section; or

B) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, or reorganization; or

C) Tenant shall make an assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or

D) Tenant shall abandon the Premises for a period of thirty (30) days; or

E) Tenant shall be delinquent in any rental or other payments due under this Agreement and such delinquency shall continue for five (5) days after notice thereof in writing to Tenant; or

F) Tenant shall default in any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for ten (10) days after notice thereof in writing to Tenant; or

G) Tenant shall make any assignment, sublease, transfer, conveyance or other disposition of its interest in the Premises without the express written consent of City.

Upon occurrence of any one or more of such events of default, it shall be lawful for City, at its election in the manner and terms herein provided, to declare this Agreement ended, and to recover possession of the Premises, either with or without process of law, to enter and to expel, and remove Tenant and all agents, employees and representatives of Tenant engaged in operating the Premises or occupying the Premises, using such force as may be necessary in so doing. If default shall be made in any

covenants, agreements, conditions or undertakings herein contained, to be observed and performed by Tenant, which cannot with due diligence be cured within a period of ten (10) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant prior to the expiration of said ten (10) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then City shall not have the right to declare the term of the Agreement as ended; however, that the curing of any default in such manner shall not be construed to limit or restrict the right of City to declare this Agreement ended and terminated, and to enforce all of City's rights and remedies hereunder for any other default not so cured.

8. **Maintenance and Housekeeping**. Tenant shall at all times keep the Premises and all improvements thereon in a clean, neat, orderly and well-maintained appearance.

9. **Utilities**. Tenant shall be solely responsible for the installation and purchase of all utility services required by Tenant during the term of this Agreement.

10. **Assignment and Subleasing**. Tenant shall not assign or sublet the Premises or any portion thereof, nor allow the same to be used or occupied by any other person or for any other use than herein specified, without the prior written consent of City. For purposes of this Section, the transfer of any majority interest in any corporation or partnership shall be deemed to be an assignment of this Agreement. In the event City consents to any sublease or assignment, the same shall not constitute a release of Tenant from the full performance of Tenant's obligations under this Agreement. Further, in the event of any such sublease or assignment, Tenant shall reimburse City for all reasonable attorneys' fees in connection with reviewing and/or drafting any appropriate documents to affect such transfer of Tenant's interests. Further, Tenant shall pay to City as Additional Rent under this Agreement, 50% of any profit, rental or other compensation received in excess of the rental specified in Section 3 of this Agreement by Tenant as a consequence of any assignment or sublease hereunder.

11. **Indemnification**. Tenant hereby agrees to indemnify and save harmless City from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injury to and/or death of any person or persons and/or loss and/or damage to the Premises of any person, firm or corporation whomsoever, including both parties hereto and their employees, arising from the construction, maintenance or operation of Tenant's improvements and equipment, or in the carrying on of its business as hereinbefore set forth, except when such liability, claim, demand, judgment or loss arises solely from a negligent act of the City, its agents, contractors or employees.

12. **Insurance**. The Tenant is a municipal corporation and taxing authority that is self-insured for purposes of general liability and worker's compensation insurance. This status is confirmed by the Tenant's letter to this effect attached hereto as Exhibit C and incorporated herein by reference.

The Tenant further confirms that it is currently insured under policies of excess worker's compensation, professional liability, environmental site liability (ESL) and contractors pollution liability (CSL) insurance as set forth in the "Certificate of Liability Insurance", attached hereto as Exhibit D and incorporated herein by reference. The Tenant agrees to add the City as an Additional Insured to these policies to the extent possible, with the exception of excess workers' compensation and professional liability.

The Tenant additionally agrees to add the City as an Additional Insured on any policy of excess auto liability, property or environmental insurance, to the extent possible, that it may procure subsequent to the effective date of this Agreement. It shall include the City as an Additional Insured on any policy of insurance that it may procure specifically covering the pipeline and/or other installations within the scope of this Agreement.

13. **Taxes.** Tenant shall pay and discharge when due all taxes, if any, assessments, levies and other charges, general and special, that are or may be during the term hereof levied, assessed, imposed or charged on the Premises or the improvements thereon or hereafter placed thereon.

14. **Alterations and Improvements.** Tenant shall not make any alterations, additions, buildings or improvements to the Premises without the prior written consent of the City. Notwithstanding the aforesaid, Tenant, at Tenant's sole cost and expense, may install such trade fixtures as Tenant may deem necessary. In compliance with all applicable governmental and quasi-governmental laws, ordinances and regulations, Tenant shall furnish, upon City's request, plans, specifications, drawings and/or renderings of any proposed alterations, additions, buildings or improvements.

On or before the date of the expiration or earlier termination of this Agreement, Tenant shall remove all trade fixtures and any other alterations, additions, buildings or improvements installed by Tenant upon the Premises; and, upon such removal, Tenant shall restore the Premises to a condition substantially similar to that condition when received by Tenant. However, notwithstanding the aforesaid, upon City's written election, such alterations, additions, buildings and improvements shall revert to City and shall remain within the Premises. In no event shall City have any right to any of Tenant's trade fixtures, except as otherwise set forth in this Agreement.

Tenant or its contractors agree to properly secure all necessary permits and licenses required by any state, federal or local departments or agencies for the construction and operation of Tenant's business and improvements. A copy of each such permit or license shall be sent to the Port of Milwaukee for its record file.

15. **Destruction.** If the improvements upon the Premises are damaged in whole or in part by casualty so as to render the Premises untenable, and if the damages cannot be repaired within one hundred eighty (180) days from the date of said casualty, this Agreement shall terminate as of the date of such casualty unless otherwise mutually agreed to by the Tenant and City in writing. In the event of any

such termination, the parties shall have no further obligations to the other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Premises to City. In the event only a portion of the Premises is untenantable, Tenant's rent shall be equitably abated in proportion to that portion of the Premises, which is so unfit. However, there shall be no rent abatement if said damage is due to fault or negligence of Tenant or Tenant's agents, employees or invitees.

16. **Compliance with Laws and Orders.**

Tenant agrees to observe fully and to comply with any laws, statutes, regulations, ordinances, rules, requirements or directives now in force or which shall emanate from any state, federal or local departments or agencies having jurisdiction. Tenant also agrees to be fully bound and to observe the provisions of the Municipal Port Tariff in effect as of the date of commencement of this Agreement and of any successor or equivalent document issued by the Board of Harbor Commissioners of the City of Milwaukee during the term of this Agreement.

17. **Security Compliance.** Tenant agrees to conform to all national security requirements imposed by the U.S. Department of Homeland Security, the Marine Transportation Security Act and its implementing regulations, as well as any applicable state and local security rules and regulations.

"Security," as that term is used herein, shall mean, "Measures designed to safeguard personnel; to prevent unauthorized access to equipment, Premises, buildings, harbor facilities, installations, materials, and documents; and to safeguard against espionage, sabotage, damage, and theft, or to prevent persons or organizations from engaging in any activity or using Port properties, equipment and material in a manner that would aid an effort to harm vital interests of the City of Milwaukee, the State of Wisconsin or the United States of America."

18. **Environmental Compliance and Obligations.**

A) **Compliance with Environmental Regulations.** Tenant shall fully comply with all environmental laws, including statutes, regulations, or other applicable requirements imposed by any federal, state, or municipal agency with respect to the environmental condition of the Premises and/or with respect to any activities or operations that Tenant may conduct upon the Premises (hereinafter referred to as "Environmental Requirements"). Tenant shall not cause, permit or suffer the existence or commission by Tenant, its agents, employees, contractors or invitees, or by any other person of any violation of any Environmental Requirements upon, about or beneath the Premises or any portion thereof.

B) **Environmental Laws.** The term "Environmental Laws" shall mean and include (a) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984; (b) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601-9657; (c) the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; (d)

the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (e) the Clean Air Act, 42 U.S.C. § 7401, et. seq.; (f) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et. seq.; (g) Chapters 280-299 of Wisconsin Code; and all similar federal, state, or local environmental laws, ordinances, rules, codes and regulations, and as any of the foregoing may have been amended, supplemented, or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials.

C) Hazardous Material; Environmental Liens. Except to the extent commonly used in the day-to-day operation of the Premises, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Tenant shall not cause, permit or suffer any "hazardous material" or "hazardous substance" (as defined by applicable Federal or State statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Premises or any portion thereof by Tenant, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of the City. Any request by Tenant for such consent by the City shall be in writing and shall demonstrate to the reasonable satisfaction of the City that such "hazardous material" or "hazardous substances" is necessary to conduct the business of Tenant and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Tenant shall not create or suffer to exist with respect to the Premises any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Premises, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act 1986 (42 U.S.C. § 9607(L)) or any similar State Statute.

D) Obligation to Investigate and/or Remediate. Tenant shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to investigate and/or remediate the environmental condition of the Premises which may be required by any federal, state or local governmental agency or political subdivision which remediation is necessitated from, or attributable to, the presence upon, about, or beneath the Premises of any "hazardous material" or "hazardous substances" or any violation of Environmental Requirements caused by the Presence of and/or activities or operations conducted by the Tenant upon the Premises. Any such investigation and/or remediation shall be performed by and under the direction of a qualified environmental consulting or engineering firm approved by City in advance of the commencement of the work. Tenant agrees to allow entry upon the Premises by the City, or agents, contractors or employees of the City for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Tenant's presence and/or activities or operations upon or with respect to the Premises upon the environmental condition thereof. In the event that Tenant performs any such environmental audit and/or test on its own behalf, it shall promptly provide to the City full and

complete copies of any results and/or reports that are generated in connection with the above activities.

E) Survival of Obligations. Tenant's obligations with respect to the environmental condition of the Premises (as more fully set forth in Subsections (A) through (D) above) shall survive the expiration or termination of this Agreement.

F) Nothing in this agreement shall be deemed to be or constitute a waiver by the City of any defense available to it as a governmental entity pursuant to 42 U.S.C. § 9601 (35) (A) (ii) and § 9607 (b) (3) or Wis. Stat. §§ 292.11(9)(e), 292.23(2), 292.24(2) and 292.26.

19. Liens. Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest herein without obtaining the prior written consent of City. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed against the Premises, Tenant shall dismiss or bond against same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said fifteen (15) days, City shall have the absolute right to remove said Encumbrance by whatever measures City shall deem convenient including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse City, as Additional Rent, all costs expended by City, including reasonable attorney's fees, in removing said Encumbrance. All of the aforesaid rights of City shall be in addition to any remedies which either City or Tenant may have available to them at law or in equity.

20. Time of the Essence. It is expressly understood and agreed to by the parties hereto that time is of the essence for each term and provision of this Agreement.

21. Waiver. One or more waivers by any party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

22. Sole Agreement and Amendment. This shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement. Each person signing this Agreement warrants that this is the full, entire and complete Agreement between the parties; that the terms of this Agreement supersede and nullify any and all prior discussion, negotiations or agreements between the parties and/or any of the parties' respective officers, employees or agents relating in any manner to the subject matter of this Agreement; and that no promise or inducement not expressed in this Agreement has been made or exists to cause or influence each such person to execute this Agreement. Each person signing this Agreement warrants their ability to bind the party on whose behalf each signs.

23. Notice. Any notice provided for herein or given pursuant to this Agreement, shall be deemed

in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by receipted personal delivery to the parties as follows:

To the City:

BOARD OF HARBOR COMMISSIONERS  
2323 S. Lincoln Memorial Drive  
Milwaukee, WI 53207  
Attention: Municipal Port Director

To The Tenant:

EXECUTIVE DIRECTOR  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth  
Milwaukee, Wisconsin 53204

24. **Governing Law.** This Agreement shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Agreement or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §19.21, et seq. Tenant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Tenant must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

25. **Authorization.** The undersigned signatories to this instrument represent that they are duly authorized to contract on behalf of their respective entities.

26. **No Slavery Affidavit.** The Tenant shall execute the Affidavit of Compliance attached hereto as Exhibit E contemporaneously with its execution of this Agreement.

27. **Nondiscrimination.** Tenant hereby agrees that in its use of the Premises and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of

which shall constitute an original and all of which shall constitute one and the same Agreement. The terms "Board of Harbor Commissioners" and "City" whenever used herein shall mean and include the Board of Harbor Commissioners of the City of Milwaukee and/or its successors and assigns in authority, as the context may require.

29. **Approval.** IT IS FURTHER AGREED AND UNDERSTOOD that this Agreement must be submitted to the Common Council of the City of Milwaukee and that the same must be approved by the Common Council and its execution authorized.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers executed this Agreement under seal as of the day and year first above written.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

**COUNTERSIGNED:**

\_\_\_\_\_  
Michael J. Daun, Deputy Comptroller

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

\_\_\_\_\_  
Kevin L. Shafer, P.E., Executive Director

Approved as to form:

\_\_\_\_\_  
Senior Staff Attorney

**BOARD OF HARBOR COMMISSIONERS**

\_\_\_\_\_  
Timothy K. Hoelter, President

\_\_\_\_\_  
Eric C. Reinelt, Secretary

APPROVED as to Form and Execution this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

Certificate Regarding Municipal Authority

I, Michael West, certify that I am the Chair of the Metropolitan Sewerage Commission which is the governing body of the Milwaukee Metropolitan Sewerage District (“TENANT”) under Wis. Stat. § 200.21 et. seq.; that Kevin L. Shafer, who executed the Easement and Lease Agreement between the Milwaukee Metropolitan Sewerage District and the Board of Harbor Commissioners/City of Milwaukee commencing February 13, 2012, is the Executive Director and in said capacity duly signed said Easement and Lease Agreement for and on behalf of the Milwaukee Metropolitan Sewerage District, being duly authorized so to do under its Commission policies and governing statutes.

Dated this \_\_\_\_\_ day of February, 2012.

Milwaukee Metropolitan Sewerage District

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

Michael West

Title: Commission Chair

# EASEMENT AND LEASE AGREEMENT

Between

MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT

and the

BOARD OF HARBOR COMMISSIONERS/  
CITY OF MILWAUKEE

For approximately 0.15 acres and subsurface  
Pipeline easement at E. Bay Street

Term of Agreement: Twenty-five years

Date of Agreement: February 13, 2012