

RECORDED
09/26/2018 09:07 AM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:

*****This document has been electronically recorded and returned to the submitter.*****

TEMPORARY ACCESS EASEMENT

THIS EASEMENT, made by the **REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE** (“**RACM**”), GRANTOR, hereby conveys the below described **TEMPORARY ACCESS EASEMENT** to the following GRANTEE, **MILWAUKEE METROPOLITAN SEWERAGE DISTRICT**, a municipal corporation, (“**MMSD**”), for the sum of Two Thousand Three Hundred Dollars and no/100 Dollars and other good and valuable consideration (\$2,300.00), for the purpose of putting a water line running from Holton Street to the Metropolitan Interceptor Sewer line east of the Property on the surface of the Property only, pursuant to the **Basin H PCB Remediation Project C05041** (“**Project**”) and its appurtenances, hereinafter referred to as facilities, in, upon, under, over, through and along certain lands owned by Grantor. The easement areas are legally described in “**Exhibit A**” and identified in “**Exhibit B**” attached hereto and made part hereof.

This space is reserved for recording data

Return to:
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin, 53204-1446

Parcel Identification;
Part of Tax Key 241-9982-000;
Address: 4132 N. Holton St.
Milwaukee, Wisconsin.

Any person named in this document may make an appeal from the amount of compensation within six months after the date of recording of this document as set forth in s.32.05 (2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on this document shall be treated as the date of taking and the date of evaluation.

WHEREAS, GRANTOR is the owner of certain real property located at **4132 North Holton Street** (the “**Property**”); and

NOW, THEREFORE, in consideration of the grant of this Easement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR, as owner of the Property, does hereby grant to GRANTEE a temporary access easement in, upon, over and across the Easement Area upon the terms and subject to the conditions hereafter set forth:

Subject to the following conditions:

- 1) Purpose: The purpose of this Easement is to allow GRANTEE temporary access to GRANTOR’s parcel for the purpose of assisting GRANTEE’s Project.
- 2) Restoration: GRANTEE agrees to restore or cause to have restored the Property and Easement Area, as nearly as is reasonably possible, to the condition existing prior to entry by the GRANTEE or its agents.
- 3) Indemnification: In consideration of the foregoing grant, GRANTEE will indemnify and hold harmless GRANTOR from any and all claims for injury or death to any person or for damage to property of any person arising out of GRANTEE’s use of the Easement Area; excepting, however,

any claims or actions arising out of the negligence or willful acts on the part of GRANTOR, its employees, agents and invitees.

- 4) GRANTEE, at its own expense, shall ensure that GRANTEE and GRANTEE's agents, employees, contractors, invitees, and any third party entering the Property and Easement Area comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting operations or conduct on the Premises, including operations or conduct that may cause or permit any substance designated by the United States Environmental Protection Agency as an "Extremely Hazardous Substance" or "Toxic Chemical" to be used, generated, manufactured, produced, stored, brought upon, released, on, under or about the Property and Easement Area. GRANTEE shall promptly notify Grantors of any action, conduct or condition on the Property and Easement Area that is contrary to any Environmental Laws.
- 5) GRANTEE shall indemnify, defend and hold harmless GRANTOR, its successors and assigns, employees, and agents from and against any and all liability, loss, damage, expense, penalties and costs arising from or related to any claim or action brought by any party or governmental authority of any kind, alleging or arising in connection with (i) contamination of, or adverse effects on the environment, or (ii) alleged or potential violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity resulting from GRANTEE's activities on the Property during the term of this Agreement. GRANTEE's obligations and liabilities under this paragraph shall continue so long as GRANTOR bear any liability or responsibility under the Environmental Laws for any occurrence on the Premises during the term of this Agreement. GRANTOR's right to indemnification hereunder shall not be in limitation or exclusion of any other rights and remedies provided by law.
- 6) GRANTEE's access rights under this Agreement are contingent upon GRANTEE's compliance with the following prohibited activities on site:
 - a) The entire parcel is covered with a cap or soil cover and removal, disturbance, excavating, grading or filling on the cap or soil cover is prohibited.
 - b) Any other changes to the cap or soil cover is prohibited.
- 7) This Temporary Easement is effective May 2nd, 2019 and expires on April 30th, 2020, or when the last certificate of completion is received by the District from its contractor, whichever is later.

IN WITNESS WHEREOF, the authorized representatives of the above-named parties have caused their hands and seals to be hereunto affixed.

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (GRANTOR)

Lois A. Smith
(Signature)

Lois A. Smith - Chairperson

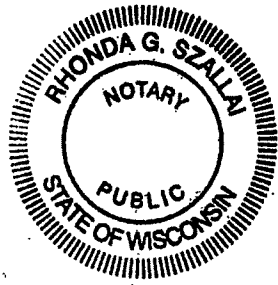
9/17/18
(Date)

David P. Misky
(Signature)

David P. Misky - Assistant Director

9/17/18
(Date)

State of Wisconsin }
Milwaukee County } ss.



On the above date, this instrument was acknowledged before me by the above named Chairperson and Assistant Director of the Redevelopment Authority of the City of Milwaukee, known to me to be such officer, and who acknowledged that she executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

Rhonda G. Szallai
RHONDA G. Szallai
Notary commission expires: September 25, 2020

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (GRANTEE)

Kevin L. Shafer
(Signature)

KEVIN L. SHAFER, EXECUTIVE DIRECTOR

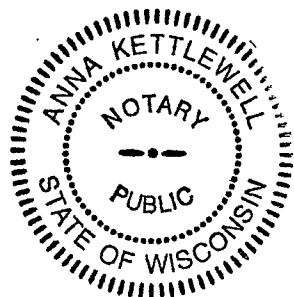
9/20/18
(Date)

State of Wisconsin }
Milwaukee County) ss.

On the above date, this instrument was acknowledged before me by the above named Executive Director of the Milwaukee Metropolitan Sewerage District, known to me to be such officer, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by its authority as such officer.

Anna Kettlewell
Anna Kettlewell
Notary commission expires: 6-12-20
*Kevin L. Shafer

Joseph T. Ganzer
Approved - MMSD Legal Dept
Joseph T. Ganzer



**EXHIBIT A
LEGAL DESCRIPTION**

PART OF TAX KEY #241-9982-000

A temporary easement located in Government Lot 4 in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 7 North, Range 22 East, City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 4; thence North $00^{\circ}36'11''$ West along the West line of the Southwest $\frac{1}{4}$ of Section 4, 1197.04 feet; thence North $89^{\circ}11'18''$ East, 693.00 feet to the East line of North Holton Street and the point of beginning; thence North $89^{\circ}11'18''$ East, 347.50 feet to the West line of the former Chicago, Milwaukee and Saint Paul Railway Company right of way; thence South $00^{\circ}36'11''$ East along said right of way, 25.00 feet; thence South $89^{\circ}11'18''$ West, 347.50 feet to the East line of North Holton Street; thence North $00^{\circ}36'11''$ West, 25.00 feet to the point of beginning; containing 8,686 square feet.

EXHIBIT B - MAP

