

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE
CITY OF MILWAUKEE AND MILWAUKEE COUNTY**

(gh 4-17-2013 draft, cao 188878)

THIS AGREEMENT is by and between Milwaukee County ("**County**"), a municipal corporation, and the City of Milwaukee ("**City**"), a municipal corporation, pursuant to Wis. Stat. § 66.0301, and is dated as of _____, 2013.

Recitals

A. The parties want the City and the Wisconsin Department of Transportation ("**WISDOT**"):

- to remove the bridge over the Little Menomonee River near N. 91st Street and N. Granville Road (the "**Bridge**") because it suffers from structural deterioration
- to remove the part of N. Granville Road that is between W. Mt. Zion Drive and W. Good Hope Road, from a point approximately 740 feet north of N. 91st Street running south to N. 91st Street (the "**Old Road**"), and to relocate the road to achieve a safer design for vehicles, pedestrians and bicyclists
- to restore the area where the Bridge and Old Road now exist in order to better integrate and harmonize that area with surrounding County parkland.

B. The Bridge and the Old Road are now within City public right-of-way that is herein called the "**Old ROW.**" The Old ROW is on, or between, two County-owned parcels – one of which is 7245 North Granville Road (the "**7245 Parcel**"), T.I.N. 109-9994-121, and the other of which is 7401 North 91st Street (the "**7401 Parcel**"), T.I.N. 109-9999-110.

C. The parties want the City to construct the new segment of N. Granville Road (the "**New Road**") on a different portion of the County-owned 7245 Parcel and 7401 Parcel to achieve the road relocation referred to above. The County will dedicate as City public right-of-way a portion of the 7245 Parcel and 7401 Parcel herein called the "**New ROW**" to the City for the New Road.

D. Attached hereto as **EXHIBIT A** is a map depicting: the 7245 Parcel; the 7401 Parcel; the Old Road (i.e. that part of North Granville Road that is within the Old ROW); the Bridge; the Old ROW; and the New ROW (within which will be constructed the New Road).

E. The City Department of Public Works ("**DPW**") will apply to the City for the Common Council to vacate the Old ROW, which vacated area will revert to County ownership.

F. The County Board approved this Agreement per Resolution No. _____ adopted by the Milwaukee County Board on _____, 2013.

G. The City Council approved this Agreement per Resolution No. _____ adopted by the Milwaukee Common Council on _____, 2013.

Agreement

1. **Recitals.** The recitals above are hereby agreed to. In consideration of the mutual duties hereunder and other good and valuable consideration, receipt and sufficiency of which are agreed to, the parties enter this Agreement.

2. **City to Design Public Improvements.**

a. **Road Plans.** The City will design and prepare plans and specifications for the New Road ("**New Road Plans**").

b. **Removal/Restoration Plans.** The City will design and prepare plans and specifications for removal of the Bridge, removal of the Old Road, and restoration of the area from which the Old Road and Bridge will be removed, in order to make that area more contiguous with the Little Menomonee River Parkway and to restore connectivity with the Oak Leaf Trail ("**Removal/Restoration Plans**").

c. **Plan Review.** New Road Plans will be prepared by City to City specifications and shall be reviewed and approved by the County – by its Department of Parks, Recreation and Culture ("**DPRC**") and by its Department of Administrative Services ("**DAS**"). Removal/Restoration Plans will be prepared by City and, after review and approval by the County by its DPRC and DAS, shall be reviewed and approved by WISDOT. The County shall be solely responsible for the costs associated with County review of plans, and for plans that the County may request to be prepared by others.

3. **County to Dedicate New ROW to City.** Upon signing this Agreement, in order that the New Road and New ROW may be public right-of-way ("**ROW**"), the County shall dedicate the New ROW portion of the 7245 Parcel and 7401 Parcel by Quit Claim Deed per the deed attached hereto as **EXHIBIT B**. City shall pay the cost to record the deed with the Milwaukee County Register of Deeds. The area of the New ROW is generally depicted on **EXHIBIT A** attached hereto and is depicted and described in the attachments to the **EXHIBIT B** deed.

4. **Construction.**

a. **New Road.** At no cost to County, the City will construct the New Road, and pay the costs of this work as part of City-let and administered design and construction contracts. Construction will be in accordance with the County-approved New Road Plans. The City will submit progress reports to the County.

b. **Removals; Restoration.** After the City constructs the New Road, the City and WISDOT will, at City/WISDOT expense, per WISDOT Project ID 2500-00-00, City Common Council Resolution File No. 080731, and the October, 2008 "State/Municipal Agreement for a Highway Improvement Project," contract for removal of the Bridge, for removal of the Old Road, and for

the restoration, in accordance with the County-approved Removal/Restoration Plans. The City will submit progress reports to the County.

c. Contact Persons. Respective City and County contact persons concerning this Agreement are as follows.

County Contact	City Contact
<p>KEVIN HALEY</p> <p>Milwaukee County Dept. of Parks, Recreation and Culture 9480 Watertown Plank Road Wauwatosa, WI 53226</p> <p>Ph: (414) 257-6242 Cell: (414) 254-5691 Email: Kevin.haley@milwenty.com</p>	<p>CHAD CHRISBAUM</p> <p>City of Milwaukee Dept. of Public Works 841 N. Broadway, 9th Floor Milwaukee, WI 53202</p> <p>Ph: (414) 286-0470 Email: chad.chrisbaum@milwaukee.gov</p>

5. **Permits; Right of Entry for Construction.** Upon signing this Agreement, the County will grant to City and WISDOT, and their respective contractors, at no cost, a Right of Entry Permit (in form and substance of **EXHIBIT C** attached) allowing entry and access to those parts of the 7245 Parcel and the 7401 Parcel that are not Old ROW or New ROW, and allowing the performance of the work contemplated and required by the New Road Plans and Removal/Restoration Plans. City and WISDOT, and their contractors, may enter City right-of-way areas, without the need for a County Right of Entry Permit as the City controls entry and work on City right-of-way.

6. **Street Vacation.** After completion of the work called for by the New Road Plans and by the Removal/Restoration Plans, DPW will submit an application to the City to vacate the Old ROW. After Common Council approval of the vacation, DPW will record a certified copy of the resolution with the Register of Deeds, and the County, per Wis. Stat. § 66.1005 (1), will become owner of the vacated Old ROW area, due to the County owning adjoining the lands on both sides of the vacated Old ROW. The City, also after the Council approves the vacation, will give a Quit-Claim Deed to the County for the vacated Old ROW area in the deed form attached hereto as **EXHIBIT D**, and City will pay the cost of recording same with the Register of Deeds.

7. **Utility Coordination; Easements.**

a. A We Energies (“WE”) natural gas main (the “**Gas Main**”) in the existing Old ROW has been abandoned in-place from 7252 N. Granville Road south and east to 91st Street. The Gas Main at the Bridge will be removed along with the Bridge.

b. The City and County will cooperate to secure from WE written acknowledgement and consent regarding the Gas Main removal and acknowledgement regarding the Gas Main abandonment referred to in “a” above, so that the consent and acknowledgement may be referred

to, under Wis. Stat. § 66.1005 (2)(a)1, in the City vacation proceedings and in the Council-passed resolution approving the vacation.

c. Within Old ROW, WE also has electric facilities. Those will remain in place after vacation of the Old ROW as allowed by Wis. Stat. § 66.1005 (2)(a).

d. At no out of pocket cost to City, the City and County will cooperate and coordinate with WE regarding the written acknowledgement and consent from WE referred to in “b” above, and regarding documentation the County and WE may wish to put in place to document WE’s § 66.1005 (2)(a) rights concerning the electric facilities referred to “c” above.

e. Within Old ROW, the City has a water main that will remain in place after vacation of the Old ROW as allowed by Wis. Stat. § 66.1005 (2)(a).

f. The **EXHIBIT D** Deed from City to County for the vacated Old ROW is subject to rights under Wis. Stat. § 66.1005 including City’s right to keep its water main in place in the Old ROW.

8. **Street Lighting.** City street lighting in the Old ROW will be removed, and new street lighting will be installed in the New ROW by City contractors.

9. **Inspections.** Materials furnished and work performed shall conform to the County-approved New Road Plans and Removal/Restoration Plans, applicable regulations and specifications of the City and its DPW, and, where applicable, of WISDOT, and will be subject to DPW inspection and County inspection.

10. **DNR/EPA.** City and County will cooperate concerning any agreements, approvals or permits that may be needed from the Wisconsin DNR or U.S. EPA regarding any work contemplated hereby. The parties are aware of the “Amended Declaration of Restriction on Use of Real Property” recorded with the Register of Deeds on June 30, 2000 as Document No. 7931309.

11. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which, when taken together, shall constitute one and the same documents. PDF signatures shall be accepted as originals.

12. **Amendment.** This Agreement is the entire agreement between the parties, and may be amended only by written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties caused this Agreement to be duly executed as of the date and year first written above.

<p>COUNTY: MILWAUKEE COUNTY</p> <p>By: _____ Chris Abele, County Executive</p> <p>And By: _____ Joseph Czarnezki, County Clerk</p> <p>Signed by County pursuant to County Board Resolution File No. _____ adopted by the Milwaukee County Board of Supervisors on _____, 20__.</p> <p><u>APPROVED AS TO FORM</u></p> <p>MILWAUKEE COUNTY CORPORATION COUNSEL</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>REVIEWED BY MILWAUKEE COUNTY RISK MANAGEMENT</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Tom Barrett, Mayor</p> <p>By: _____ James R. Owczarski, City Clerk</p> <p>COUNTERSIGNED:</p> <p>By: _____ Martin Matson, Comptroller</p> <p><u>CITY ATTORNEY APPROVAL</u></p> <p>The undersigned hereby approves the signatures of the above City signatories, per M.C.O. § 304-21.</p> <p>By: _____</p> <p>Name Printed: _____ Assistant City Attorney</p> <p>Date: _____</p>
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EX A

N GRANVILLE RD

7401 NORTH 91ST STREET
T.I.N. 109-9999-110

NEW ROW

7245 NORTH GRANVILLE ROAD
T.I.N. 109-9994-121

OLD ROW

N 91st ST

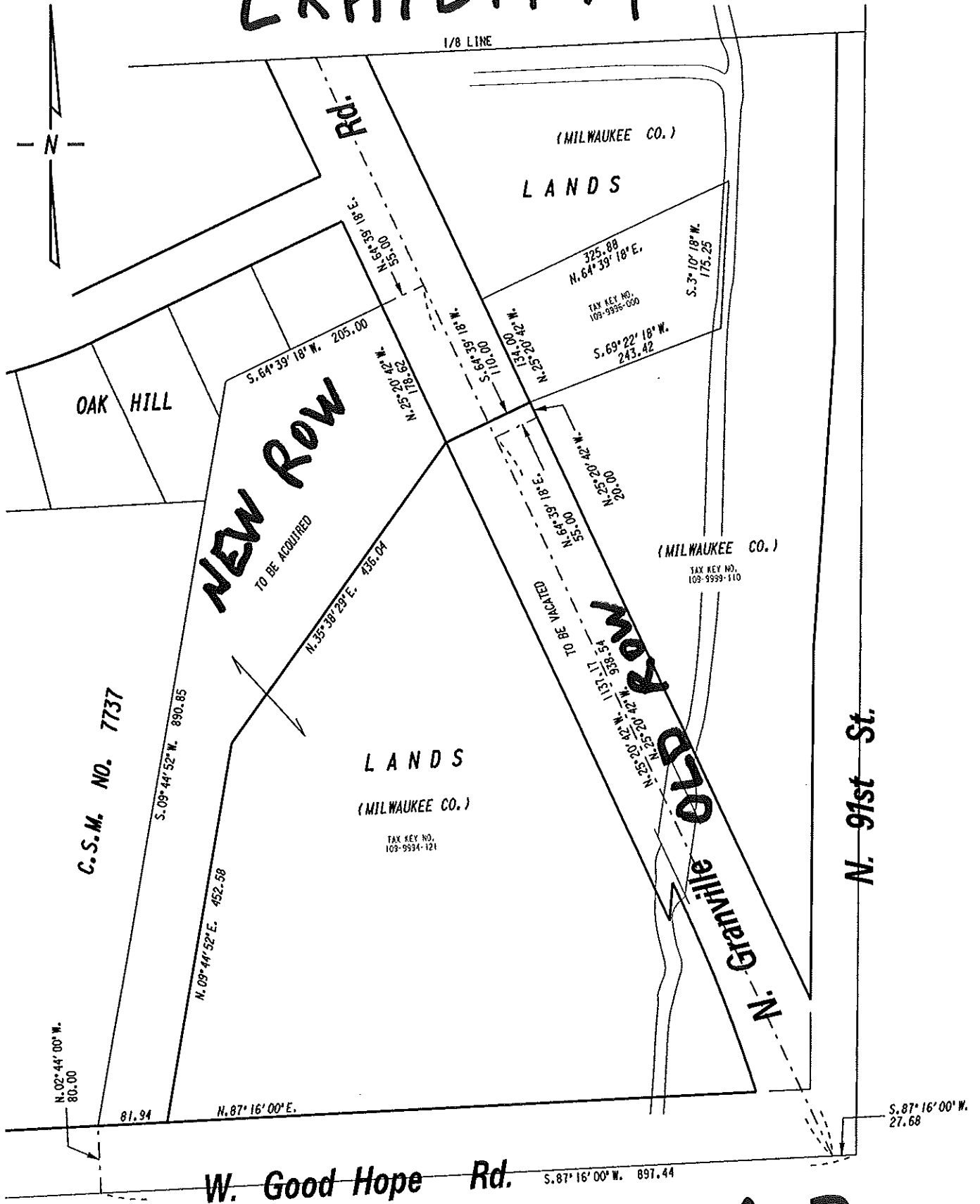
W GOOD HOPE RD

EXHIBIT A

A-1

INTERGOVERNMENTAL COOPERATION
AGREEMENT
BTWN THE CITY OF MILWAUKEE AND
MILWAUKEE COUNTY

EXHIBIT A

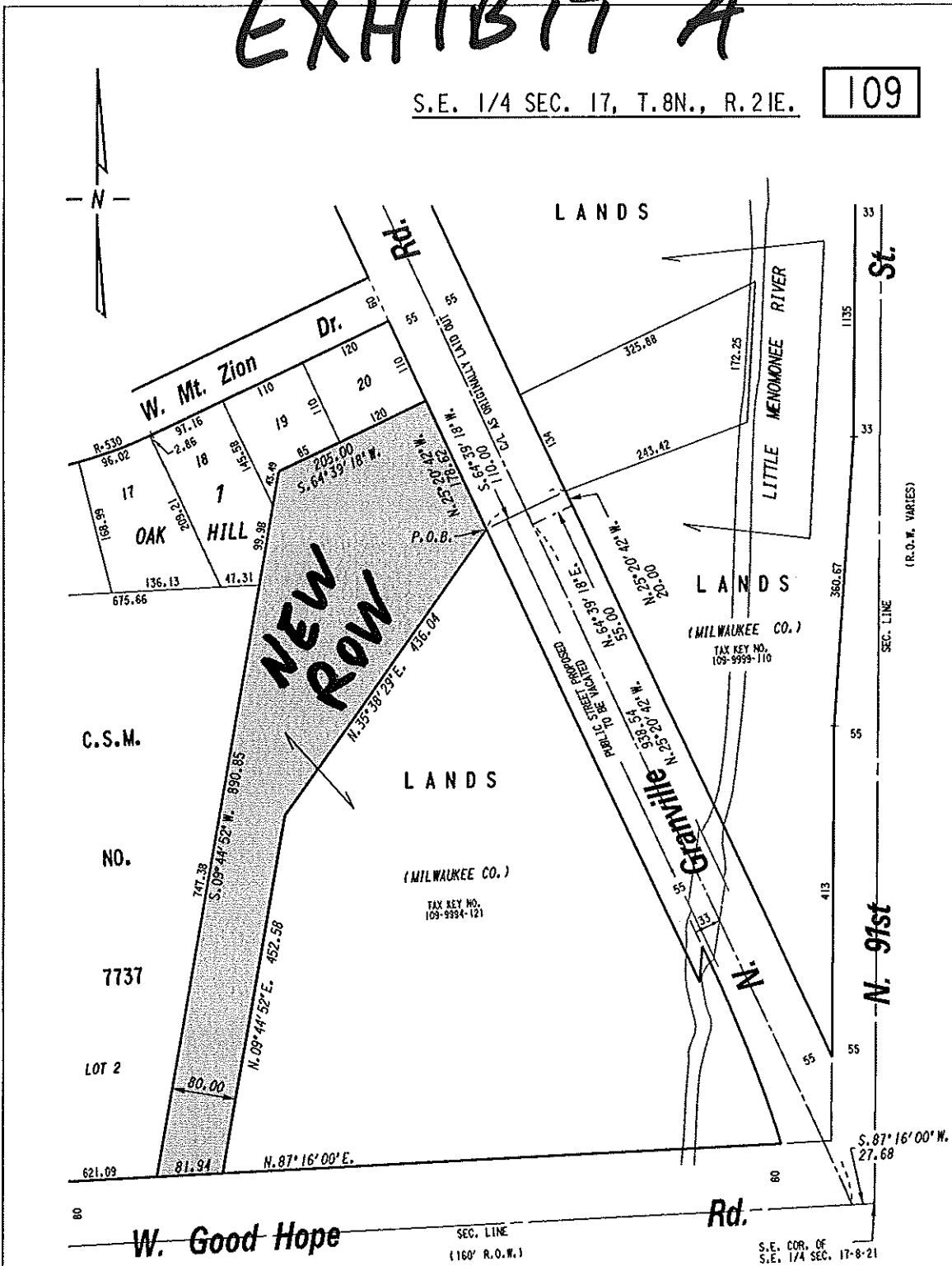


A-2

EXHIBIT A

S.E. 1/4 SEC. 17, T.8N., R.21E.

109



 PROPERTY TO BE ACQUIRED FOR PUBLIC STREET PURPOSES

FILE NO.
 INFRASTRUCTURE SERVICES DIVISION
 MILWAUKEE, WISCONSIN

ASSIGNED TO: W.E. FUCHS
 DRAWN BY: W.E.F.
 PROJECT/GRANT NO.:
 APPROVED BY:

CH'K'D. BY: W.E. FUCHS
 DATE:
 SCALE: 1" = 150'

PRELIMINARY MAP: 2-12-2013

CENTRAL DRAFTING & RECORDS MANAGER

CITY ENGINEER

A-3

EXHIBIT B

County-to-City Deed to Dedicate

QUIT CLAIM DEED

Document Number

Document Title

Drafted By: Gregg Hagopian, Asst. City Attorney

Exempt from Transfer Fee and from Transfer Return:

This conveyance is exempt from the Transfer Fee per Wis. Stat. § 77.25 (2) as it is a conveyance from Milwaukee County, and it is a conveyance for public right-of-way and street purposes under Wis. Stat. § 77.25 (2r), and it is exempt from the Transfer Return per Wis. Stat. § 77.255 because it is a conveyance exempt from the fee under 77.25 (2) (Milwaukee County is not a lender in this transaction) and exempt from fee under 77.25 (2r).

Recording Area

Name and Return Address:

Elaine Bunkie Miller
City of Milw. - DCD
809 N. Broadway – 2nd Floor
Milwaukee, WI 53202

PIN:

Part of 109-9994-121
Part of 109-9999-110

B-1

THIS QUIT CLAIM DEED is made by MILWAUKEE COUNTY, a municipal corporation, herein called "County," as the Grantor, to THE CITY OF MILWAUKEE, a municipal corporation, herein called "City," as the Grantee.

WITNESSETH:

County hereby quit claims and dedicates to City, as public right-of-way, the real estate, in the City and County of Milwaukee, State of Wisconsin, described below (herein called the new right-of-way or "New ROW") so that the same may and shall be City public right-of-way:

- Address: part of 7245 N. Granville Road (T.I.N. 109-9994-121), and part of 7401 N. 91st Street (T.I.N. 109-9999-110), Milwaukee, Wisconsin as depicted on **EXHIBIT A** attached as "New ROW."
- Legal: legal description of New ROW on **EXHIBIT B** attached.

The City of Milwaukee approved acceptance of this right-of-way dedication by City Common Council Resolution File No. _____.

IN WITNESS WHEREOF, County, as Grantor, caused this Deed to be executed by its duly authorized signatories as of _____, 2013,.

<p>REVIEWED BY MILWAUKEE COUNTY RISK MANAGEMENT</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>COUNTY: MILWAUKEE COUNTY</p> <p>By: _____ Chris Abele, County Executive</p> <p>And By: _____ Joseph Czarnezki, County Clerk</p> <p>Signed by County pursuant to County Board Resolution File No. _____ adopted by the Milwaukee County Board of Supervisors on _____, 20__.</p>
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B 2

APPROVED AS TO FORM;
AUTHENTICATION.

The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the above County signatories, and authenticates them per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

MILWAUKEE COUNTY CORP. COUNSEL

By: _____

Name Printed: _____

Title: _____

State Bar No.: _____

Date: _____

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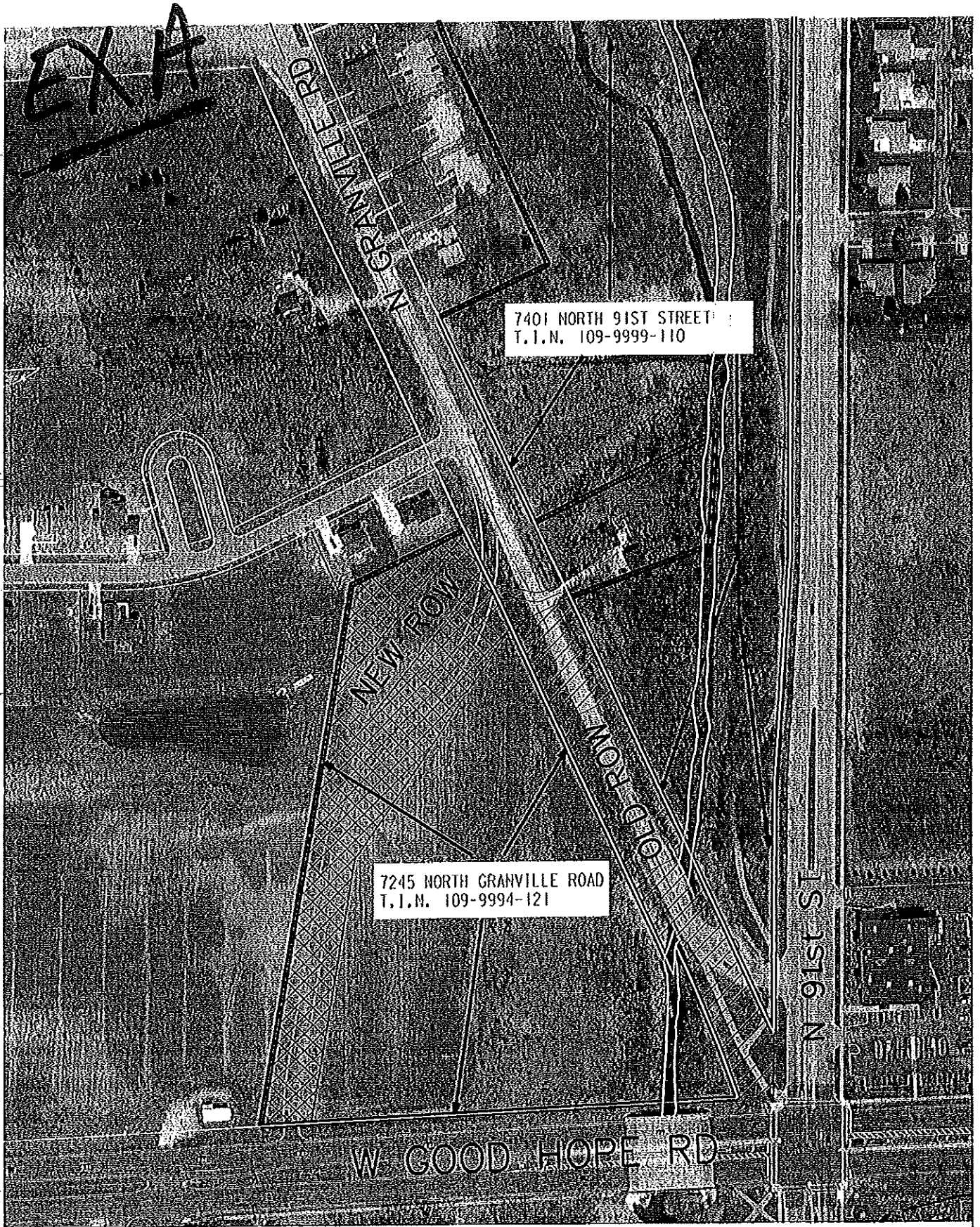


EXHIBIT A

A-1

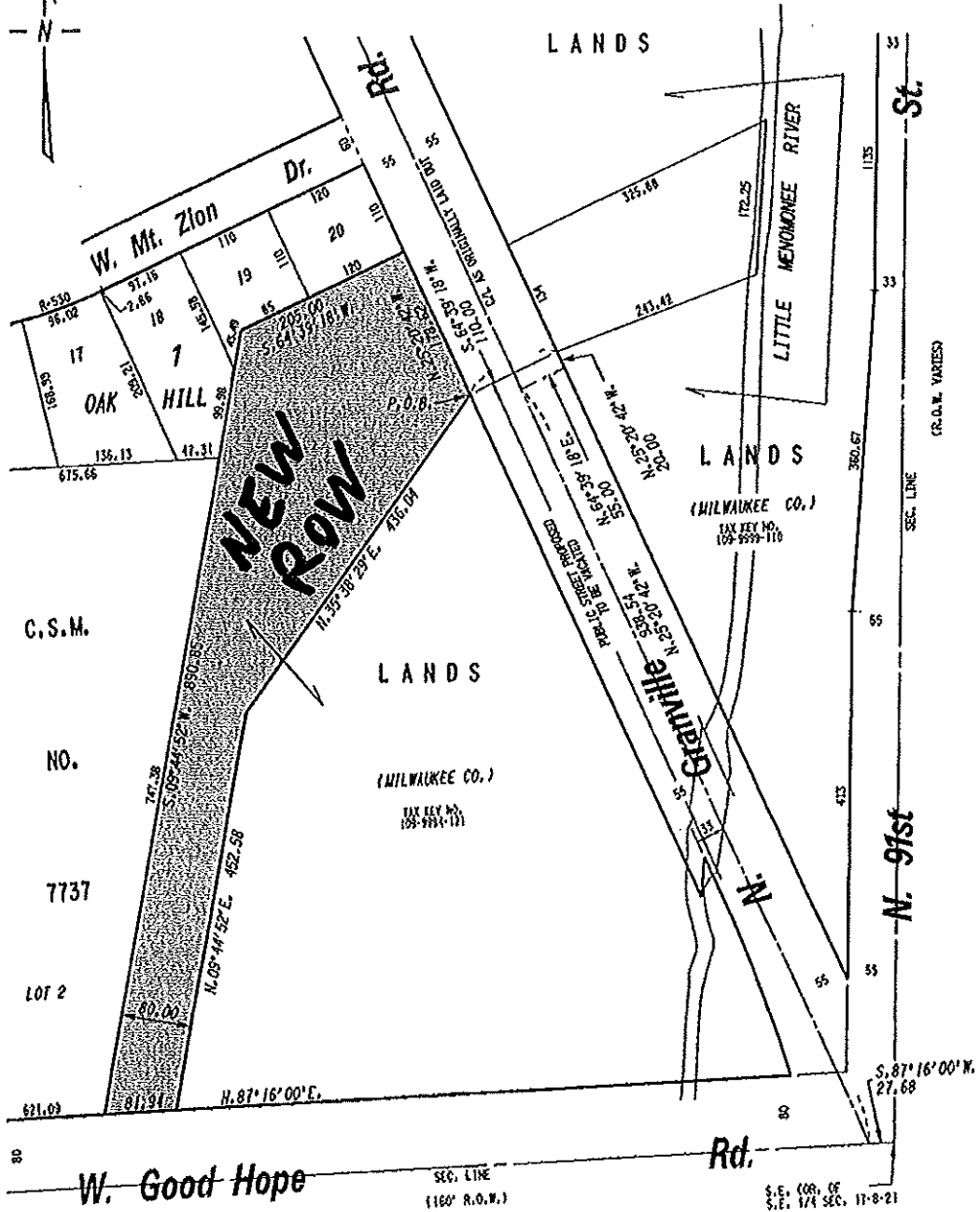
INTERGOVERNMENTAL COOPERATION
AGREEMENT
BTWN THE CITY OF MILWAUKEE AND
MILWAUKEE COUNTY

(B4)

EXHIBIT A

S.E. 1/4 SEC. 17, T.8N., R.21E.

109



 PROPERTY TO BE ACQUIRED FOR PUBLIC STREET PURPOSES

FILE NO.
 INFRASTRUCTURE SERVICES DIVISION
 MILWAUKEE, WISCONSIN

ASSIGNED TO: W.E. FUCHS
 DRAWN BY: W.E.F.
 PROJECT/GRANT NO.:
 APPROVED BY:

CH'K'D. BY: W.E. FUCHS
 DATE:
 SCALE: 1" = 150'

PRELIMINARY MAP: 2-12-2013

CENTRAL DRAFTING & RECORDS MANAGER CITY ENGINEER

A-3

BC

EXHIBIT B: New R.O.W. Legal Description

Description of property to be acquired for public street purposes for the realignment of North Granville Road from West Good Hope Road north to a point, in the 5th Aldermanic District of the City of Milwaukee.

That part of Lands located in the Southeast 1/4 of Section 17, Township 8 North, Range 21 East, described as follows: Commencing at the southeast corner of said 1/4 Section; thence South $87^{\circ}16'00''$ West, along the south line of said 1/4 Section, 27.68 feet to a point in the center line of North Granville Road as originally laid out; thence North $25^{\circ}20'42''$ West, along said center line, 938.54 feet to a point; thence North $64^{\circ}39'18''$ East 55.00 feet to a point in the present easterly line of North Granville Road; thence North $25^{\circ}20'42''$ West, along said present easterly line, 20.00 feet to a point; thence South $64^{\circ}39'18''$ West 110.00 feet to a point in the present westerly line of North Granville Road and the point of beginning of the land to be described; thence North $25^{\circ}20'42''$ West, along said present westerly line, 178.62 feet to a point in the easterly line of Oak Hill, a recorded subdivision, in said 1/4 Section; thence South $64^{\circ}39'18''$ West, along said easterly line, 205.00 feet to a point; thence South $09^{\circ}44'52''$ West, along said easterly line and the easterly line of Certified Survey Map No. 7737, 890.85 feet to a point in the north line of West Good Hope Road; thence North $87^{\circ}16'00''$ East, along said north line, 81.94 feet to a point lying 80.00 feet southeasterly of, a measured normal to, the easterly of said Certified Survey Map; thence North $09^{\circ}44'52''$ East, parallel to said easterly line, 452.58 feet to a point; thence North $35^{\circ}38'29''$ East 436.04 feet to the point of beginning.

The above described parcel contains 127,782 square feet or 2.9335 acres more or less of land.

B.7

EXHIBIT C

Right of Entry Permit

MILWAUKEE COUNTY
DEPARTMENT OF PARKS, RECREATION & CULTURE
9480 Watertown Plank Road, Wauwatosa, Wisconsin 53226
Phone (414) 257-6100 FAX (414) 257-8190

CONSTRUCTION / RIGHT OF ENTRY PERMIT

Date:

Permit Number:

Permit Fee: WAIVED per ICA ¶5 Restoration Bond Amount: None Required

Permittee: City of Milwaukee

Contact: Chad Chrisbaum

Address: Dept. of Public Works
841 N. Broadway, 9th Floor
Milwaukee, WI 53202

Phone: 414-286-0470; chad.chrisbaum@milwaukee.gov

Contractor:

Contact:

Address:

Phone:

To Enter: County parcels at 7245 N. Granville Rd. and 7401 N. 91st Street, Milwaukee that are not dedicated public right-of-way, and also other areas of County park land as approved by DPRC prior to construction.

Location of Cross Streets: Near N. 91st Street, W. Good Hope Rd., & N. Granville Rd.

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Purpose: required by ICA ¶5, and to gain access to project area.

Expiration Date of Permit: _____, 20__.

Conditions: This Right-of-Entry Permit ("ROE") is issued by the Milwaukee County Department of Parks, Recreation and Culture (the "County") under the Intergovernmental Cooperation Agreement ("ICA") between City and County, with the express condition that all work by Permittee be performed and completed according to the New Road Plans and Removal/Restoration Plans (as defined in the ICA) and as required herein and in the ICA. Permittee, its agents and contractors agree to comply with all of the following conditions and requirements:

1. Permittee shall furnish to County the New Road Plans and Removal/Restoration Plans per ICA ¶2. Those plans will show details and specifications to identify the land to be entered, proposed access routes, proposed vegetation pruning or removal, the location and construction methods for proposed work, and the complete site restoration plan.
 2. Permittee assumes all responsibility for and shall indemnify and hold Milwaukee County harmless from any claims, liability, loss, damage or expense for any person's injury or death or any damage to property either real or personal that results from any act or omission of the Permittee, or its agents or contractors which may arise out of or be connected with the activities covered by this ROE. This indemnification is unlimited as to dollar amount but County understands City is a municipal corporation, and this is subject to City's rights at law and in equity, including under Wis. Stat. § 893.80, and that County is responsible for the intentional or negligent acts or omissions of County personnel and County agents..
 3. County understands that its parcels were the subject of EPA action because of environmental contamination, that they are part of an **EPA Moss-American Superfund Site**, and that the County signed and recorded against title to its parcels an "Amended Declaration of Restriction on Use of Real Property" (recorded with the Register of Deeds on 6-30-2000 as Doc. No. 7931309) regarding this.
- City and County will adhere to the provisions of ICA ¶10, and City will abide by EPA or DNR imposed requirements accepted by City and County arising as a result of ICA ¶10 that relate to the ICA project construction. City, at its expense, shall be responsible for lawful excavation, handling, and disposal of soils attributable to the project.
4. Utility-relocation work shall be addressed and handled per ICA ¶7.
 5. Subject to ICA ¶¶ 5 and 10, Permittee or its agents shall comply with any and all laws, requirements, approvals, and obtain any licenses or permits, required by local municipalities or other regulatory agencies.
 6. Permittee shall protect and avoid damage to any part of the Project Area and surrounding areas to ensure the safety of Permittee's or its agent's personnel, County staff and all park users. Permittee shall also provide and install safety devices, barricades, signs, flag person(s) or other measures as needed in accordance with generally recognized practice associated with public works projects.

C2
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7. Subject to work required by the New Road Plans and Removal/Restoration Plans, Permittee shall protect existing trees, shrubs, delineated wetlands and wetland plants, and other vegetation located at or near the Project Area and surrounding areas of the construction site that this ROE grants access to.

8. Roadways, parking lots, bicycle/recreation trails, sidewalks, and other County-owned property located at or near the Project Area that this ROE grants Permittee access to must be kept clean and free of soil, rock, stone, and debris at all times. No materials or equipment may be placed, stockpiled, or stored on County-owned property that is not included in this ROE. County owned and operated roadways, parking lots, bicycle/recreation trails, and sidewalks shall not be obstructed or closed without written permission from County.

9. Construction or work-related vehicles and equipment shall not be operated upon County-owned roadways, parking lots, bicycle/recreation trails, sidewalks, or surrounding areas of the Project Area not included in this ROE without prior written permission from County.

10. Upon completion of all work, Permittee shall restore any and all damage to County-owned property included in the ROE and surrounding areas of the Project Area caused by Permittee or its agents. Required repairs or restoration shall be made per the Removal/Restoration Plans approved by County under the ICA, at no expense to County.

11. [Intentionally Deleted. Not applicable].

12. Permittee is required to contact **Diggers Hotline (1-800-242-8511)** regarding potential utilities located within the Project Area allowed by this ROE a minimum of five (5) business days before commencing work.

13. Permittee is required to contact **Mr. Gene Andrzejak, Park Maintenance Manager, at phone number (414) 258-2322**, regarding potential County utilities located within the Project Area allowed by this ROE a minimum of five (5) business days before commencing work. County is not aware of any County utilities within the Project Area at this time.

14. Permittee is required to contact, **Mr. Kevin Haley of the County at phone number (414) 257-6242** to schedule a site inspection before the start of any work to approve that construction locations, access routes or any required tree or shrub pruning/removal within the area of construction allowed by this ROE are as per the County-approved New Road Plans and Removal/Restoration Plans under the ICA a minimum of five (5) business days before commencing work, and upon completion to approve final restoration of the site per the Removal/Restoration Plans.

15. Permittee is required to contact the **Regional Manager** listed below a minimum of five (5) business days before commencing work to provide the anticipated start date and to receive any additional specific instructions (that are consistent herewith and with the ICA). Permittee is also required to contact the **Regional Manager** upon completion to approve final restoration of the site per the Removal/Restoration Plans.

Authorized Parks Department Representative:

_____ Date: _____

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Permittee Approval and Acceptance of Conditions:

_____ Date: _____

Approval upon satisfactory completion of all work:

Parks Regional Manager: _____ Date: _____

North Regional Manager: Jeff Orłowski

Location: Parks Administration Building Phone: 414-881-6175

Address: 9480 Watertown Plank Road, Wauwatosa WI 53226

C4
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EXHIBIT D
City-to-County Deed

QUIT CLAIM DEED

Document Number	Document Title
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Drafted By: Gregg Hagopian, Asst. City Attorney

Exempt from Transfer Fee and from Transfer Return:

This conveyance is exempt from the Transfer Fee per Wis. Stat. § 77.25 (2) as it is a conveyance from the City of Milwaukee, and it is exempt from the Transfer Return per Wis. Stat. § 77.255 because it is a conveyance exempt from the fee under 77.25 (2) (City is not a lender in this transaction).

Recording Area

Name and Return Address:

Kevin Haley
Milwaukee County
Dept. of Parks, Recreation and
Culture
9480 Watertown Plank Road
Wauwatosa, WI 53226

PIN:

Part of 109-9994-121 and
Part of 109-9999-110

DI

24

THIS QUIT CLAIM DEED is made by THE CITY OF MILWAUKEE, a municipal corporation, herein called "**City**," as the Grantor, to MILWAUKEE COUNTY, a municipal corporation, herein called "**County**," as the Grantee.

WITNESSETH:

City hereby quit claims and conveys to County, the real estate, in the City and County of Milwaukee, State of Wisconsin, herein called the "**Old ROW**," that is a part of 7245 N. Granville Road (TIN 109-9994-121) and part of 7401 N. 91st Street (TIN 109-9999-110), Milwaukee, Wisconsin.

The Old ROW is depicted on **EXHIBIT A** and is legally described on **EXHIBIT B** attached.

Providing, however, that this conveyance is subject to the rights of third parties under Wis. Stat. § 66.1005, and subject to the City's retained and reserved rights.

City expressly retains and reserves the following rights:

- A. All rights under Wis. Stat. § 66.1005 including subsection (2)(a) of § 66.1005.
- B. The right to keep, inspect, maintain, repair, operate, construct, reconstruct, enlarge, and replace within the Old ROW the City's water main and related facilities and appurtenances (collectively, the "**Facilities**"), together with the right of ingress and egress thereto.

No structures or improvements may be constructed within the Old ROW by County except ordinary lawns, parkway, walkways (including pedestrian paths), roadways, driveways and parking-lot surfacing ("**Permitted Improvements**"). If, in exercising City's rights hereunder, City causes damage to, or removes, any Permitted Improvements, City shall replace or repair same, at City expense to substantially the same condition as existed previously. In no case shall City be responsible for replacing aesthetic plantings.

Prior to undertaking any work below surface within the Old ROW, prior to any underground installation within the Old ROW, and prior to any surface-grade alteration within the Old ROW that would raise or lower the surface elevation by 1 foot or more, then, in any such event, County shall first submit plans therefore to the City for approval by the City's Commissioner of Public Works ("**DPW Commissioner**"), and any such work, installation or alteration, requires prior approval of the DPW Commissioner.

DJ
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IN WITNESS WHEREOF, City, as Grantor, and County, as Grantee, on behalf of themselves and their successors and assigns, enter this Deed, and they caused this Deed to be executed by their respective duly authorized signatories as of _____, 2013.

<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Tom Barrett, Mayor</p> <p>By: _____ James R. Owczarski, City Clerk</p> <p>COUNTERSIGNED:</p> <p>By: _____ Martin Matson, Comptroller</p> <p>Approved by City Common Council Res. File No. _____.</p> <p><u>CITY ATTORNEY APPROVAL; AUTHENTICATION</u></p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the above City signatories, per M.C.O. § 304-21, and authenticates them per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>By: _____</p> <p>Name Printed: _____ Assistant City Attorney</p> <p>State Bar No.: _____</p> <p>Date: _____</p>	<p>COUNTY: MILWAUKEE COUNTY</p> <p>By: _____ Chris Abele, County Executive</p> <p>And By: _____ Joseph Czarnecki, County Clerk</p> <p>Signed by County pursuant to County Board Resolution File No. _____ adopted by the Milwaukee County Board of Supervisors on _____, 20__.</p> <p><u>APPROVED AS TO FORM; AUTHENTICATION.</u></p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the above County signatories, and authenticates them per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).</p> <p>MILWAUKEE COUNTY CORP. COUNSEL</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>State Bar No.: _____</p> <p>Date: _____</p> <p style="text-align: right;">D3</p>
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**REVIEWED BY MILWAUKEE COUNTY
RISK MANAGEMENT**

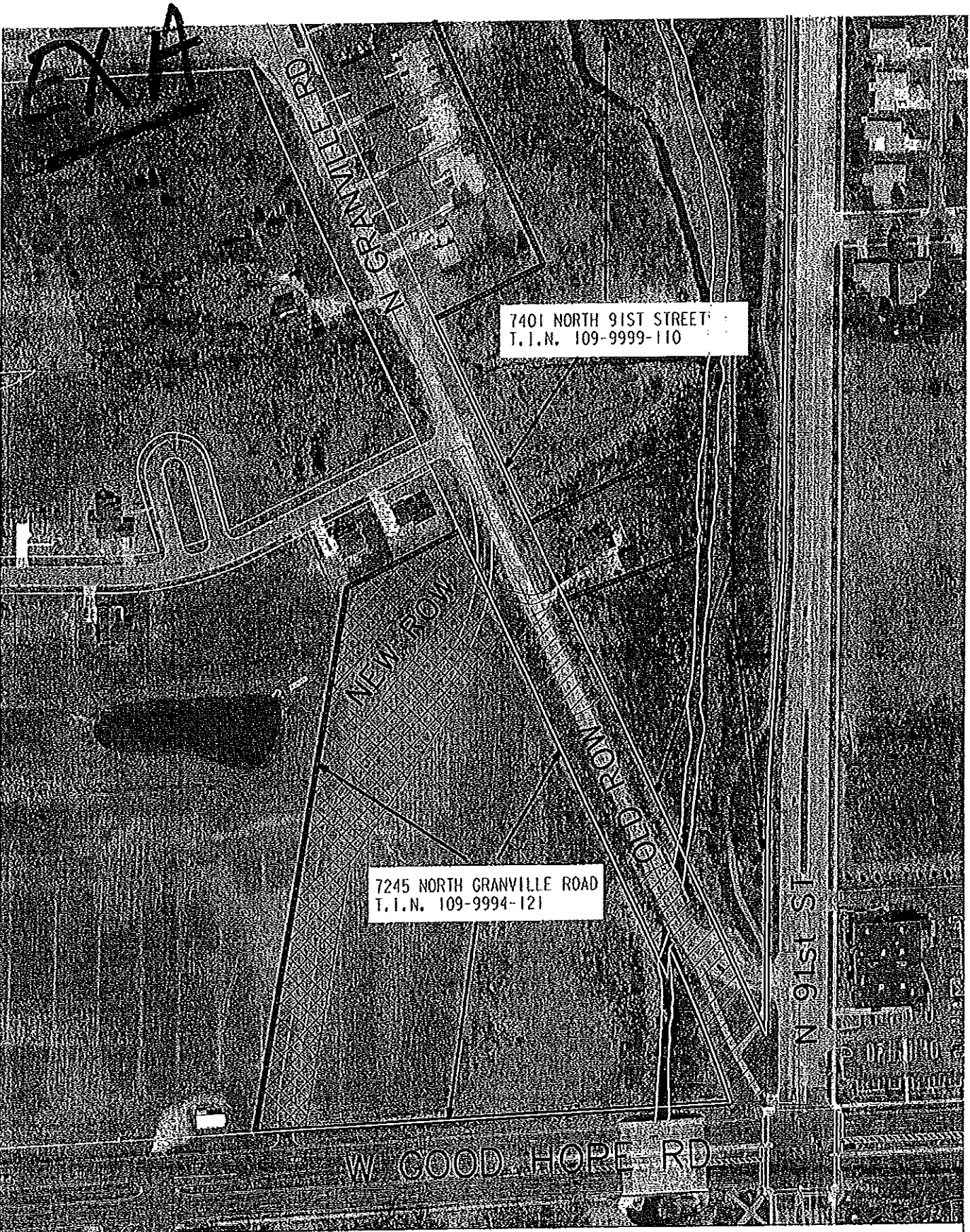
By: _____

Name Printed: _____

Title: _____

Date: _____

D4
07



7401 NORTH 91ST STREET
T.I.N. 109-9999-110

7245 NORTH GRANVILLE ROAD
T.I.N. 109-9994-121

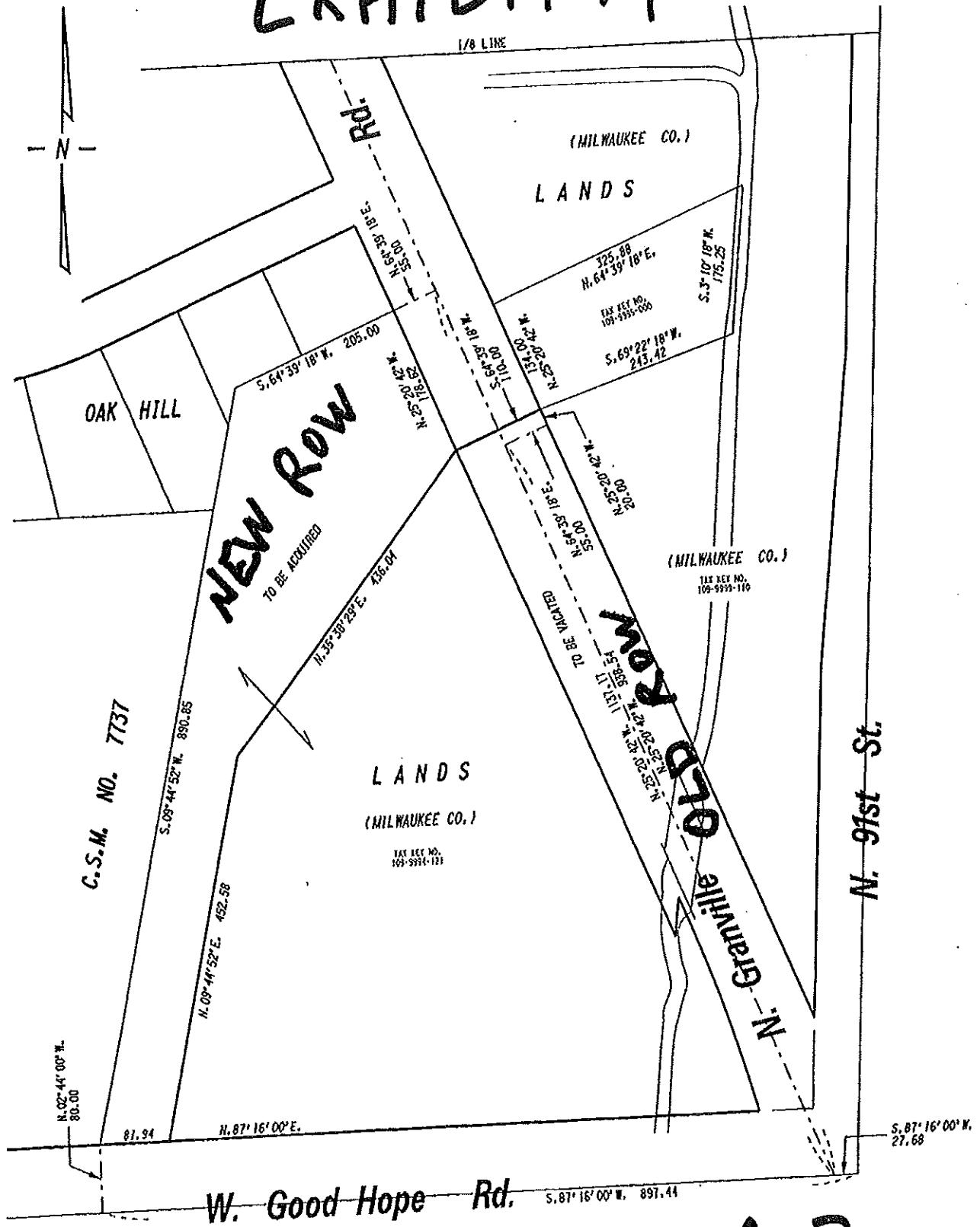
EXHIBIT A

A-1

INTERGOVERNMENTAL COOPERATION
AGREEMENT
BTWN THE CITY OF MILWAUKEE AND
MILWAUKEE COUNTY

05

EXHIBIT A



A-2

(A-6)

EXHIBIT B: Old R.O.W. Legal Description

Description of North Granville Road from West Good Hope Road northwesterly 958 feet more or less to a point, which is proposed to be vacated, in the 5th Aldermanic District of the City of Milwaukee.

That part of North Granville Road, as presently laid out, in the Southeast 1/4 of Section 17, Township 8 North, Range 21 East, described as follows: Commencing at the southeast corner of said 1/4 Section; thence South $87^{\circ}16'00''$ West, along the south line of said 1/4 Section, 27.68 feet to a point in the center line of North Granville Road as originally laid out; thence North $25^{\circ}20'42''$ West, along said center line, 938.54 feet to a point; thence North $64^{\circ}39'18''$ East 55.00 feet to a point in the present easterly line of North Granville Road; thence North $25^{\circ}20'42''$ West, along said present easterly line, 20.00 feet to the point of beginning of the land to be described; thence South $64^{\circ}39'18''$ West 110.00 feet to a point in the present westerly line of North Granville Road; thence Southeasterly, Northeasterly and Southeasterly, along said present westerly line, to its point of intersection with the north line of West Good Hope Road; thence North $87^{\circ}16'00''$ East, along the easterly extension of said north line, to its point of intersection with the southerly extension of the present west line of North 91st Street; thence Northerly, along said southerly extension, to its point of intersection with the present easterly line of North Granville Road; thence Northwesterly, along said present easterly line, to the point of beginning.

The easterly half of the above described parcel contains 45,912 square feet or 1.0540 acres more or less of land.

The westerly half of the above described parcel contains 43,240 square feet or 0.9927 acres more or less of land.

D-7

2-12-2013