



CONSOLIDATED FACILITIES PLANNING WORK INITIATION REQUEST FORM

Work Proposal Name:

Date of Request:

Requesting Department:

Department Contact Name:

Please complete a form for each new proposal review request.

☐ Planning Request ☐ A&E Request ☐ Environmental Request ☐ Condition Assessment Request

TYPE OF REQUEST (Refer to AMOP 14.01 CFPSC charter for more details)

- | | | |
|---|---|---|
| <input type="checkbox"/> 1. Property Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Property Improvements |
| <input type="checkbox"/> 4. New Footprint | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 6. Centralized Facilities Management Process Improvement |

DESCRIPTION

Please provide a detailed description of the request:

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

(continued on back side)



CONSOLIDATED FACILITIES PLANNING WORK INITIATION REQUEST FORM

DESCRIPTION *(continued)*

Anticipated Request Timeline:

Start:

Duration:

Have you contacted the Director
of Administrative Services about this request?

☐ Yes

☐ No

Estimated Total Lifecycle Cost of This Project:

Anticipated Funding Source *(select all that apply)*:

☐ Operating Budget

☐ Capital Budget

☐ Other *(please describe below)*:

Attach additional documentation (e.g. Form 10.02(b) Lease Request Form) as necessary.

RECOMMENDATION FOR APPROVAL

FOR CFPSC USE ONLY

Date Reviewed:

CFPSC Project Tracking #:

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

CFPSC RECOMMENDATION FOR APPROVAL

The Consolidated Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the Consolidated Facilities Planning Steering Committee (recommends) (does not recommend) approval of this proposal.

Chair or Vice-Chair:

Date:

Consolidated Facilities Planning Steering Committee

UTILITY EASEMENT AGREEMENT

Return to:
David M. Sanders
Reinhart Boerner Van Deuren s.c.
P. O. Box 2965
Milwaukee, WI 53201-2965
380-9999-09, 381-9999-22, 381-9999-10,
381-9999-11, 381-9999-12
Parcel Numbers

THIS UTILITY EASEMENT AGREEMENT (the "Agreement") is effective this ____ day of October, 2018, by and among Milwaukee Regional Medical Center Thermal Service, Inc., a Wisconsin non-stock corporation ("Thermal"), Milwaukee County ("County") and Children's Hospital of Wisconsin, Inc., a Wisconsin non-stock corporation ("Lessee").

R E C I T A L S:

A. Thermal owns and operates a steam and chilled water facility known as the Milwaukee County Power Plant (the "Power Plant") that provides heating and cooling services to the Milwaukee Regional Medical Center campus.

B. County owns the land described on Exhibit A and leases the land to Lessee (the "Leased Property").

C. Lessee requested a new steam line to provide service to a building under construction on the Leased Property (the "Utility Line").

D. Thermal owns the existing steam and chilled water lines serving the buildings located on the Leased Property (a "Building" or "Buildings"), including the laterals up to the first pipe joint (welded or threaded pipe connection) located inside of a Building (the "Existing Laterals"), and will own the new steam line, including the laterals up to the first pipe joint (welded or threaded pipe connection), whether located inside or outside of a Building (collectively, with the Existing Laterals, the "Laterals").

NOW, THEREFORE, Thermal, County and Lessee hereby agree as follows:

1. Grant of Utility Easement. The property as described on Exhibit B and as shown on Exhibit C is referred to as the "Easement Area". The County and Lessee grant to Thermal, over, under and through the Easement Area, a perpetual easement to allow for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, supplement and/or removal, of the Utility Line to provide steam to the Leased Property, including, without limitation, conduits, mains, pipes, the Laterals and other related fixtures, equipment and appurtenances which may from time to time be required to operate or service the Utility Line (the "Improvements"). All Improvements shall be located underground with the exception of air vent structures for steam lines, which may be located above ground.

2. Construction Easement. During any period during which the Improvements are being installed, constructed, inspected, maintained, repaired, replaced or removed, County and Lessee grant to Thermal and Thermal's general contractor and subcontractors a nonexclusive temporary construction easement (the "Construction Easement") over the Easement Area and the temporary construction easement area as described on Exhibit D and as shown on Exhibit E ("Construction Easement Area") for the purpose of transporting equipment and materials and for construction, installation, inspection, maintenance, repair, replacement or removal of Improvements within the Easement Area subject to the terms of this Agreement. Thermal shall give the Lessee not less than two (2) days' notice by telephone or e-mail prior to commencing construction activities relating to the Improvements on the Leased Property. Thermal shall have the right to remove all landscaping and improvements within the Construction Easement Area and Easement Area and to grade and do earthwork upon the Construction Easement Area and Easement Area during the term of this Agreement, provided, however, that Thermal shall restore all such landscaping and improvements to as close to their preexisting condition as practical as soon as reasonably possible following completion of the Improvements or other work pursuant to the Construction Easement.

3. No Construction of Buildings; Reservation of Rights. The County and Lessee shall not construct buildings over the Easement Area or otherwise interfere with rights of Thermal granted under this Agreement. The County as owner of the fee simple interest in the Easement Area and Lessee reserve the right to use the Easement Area for purposes which will not interfere with the full enjoyment of the easement rights granted hereby to Thermal under this Agreement, including, without limitation, installation of driveways, sidewalks, parking areas and landscaping.

4. Hazardous Substances. Thermal shall bear sole responsibility for removal and disposal, to the extent required by law, of any wastes, contaminants or Hazardous Substances excavated, generated or released due to construction or maintenance of the Improvements. Thermal shall indemnify and hold the County and Lessee harmless and be responsible for all claims, damages and liability related to such removal and disposal. However, any soil contaminated by Hazardous Substances that may be used to refill excavations under applicable Wisconsin Department of Natural Resources regulations may be used for such purpose. The term "Hazardous Substances" shall include all substances identified as hazardous by Federal, State, County or Municipal Law, Statute, Ordinance, Order or Regulation related to the protection of the environment, including, without limitation, any regulations promulgated by the Federal

Environmental Protection Agency or the Wisconsin Department of Natural Resources. The indemnity obligations contained herein shall survive the completion of the Thermal Work, as defined in Section 7 below.

5. Human Remains. In this Agreement, "Human Remains" has the meaning defined in Wis. Stat. §§ 157.70(1) (f). In the event Thermal encounters any buried Human Remains during construction and/or maintenance of the Improvements, Thermal shall be responsible for any and all related costs, including but not limited to archaeological services, excavation, exhumation, relocation, reburial, and delayed construction costs. Further, Thermal shall not disturb, excavate, exhume or relocate the Human Remains without consultation with and approval from the State of Wisconsin Burial Site Preservation Board pursuant to Wis. Stat. § 157.70(6m), and notification to the County. Thermal shall indemnify and hold the County and Lessee harmless and be responsible for all claims, damages and liability related thereto and shall use all best efforts to pursue and remedy the situation at the earliest possible time upon such discovery.

6. Maintenance, Repair and Replacement of Improvements. Thermal shall be responsible for maintaining, repairing and replacing the Improvements. Except in case of emergency, Thermal shall provide at least two (2) days' prior notice by telephone or e-mail to Lessee prior to maintaining, repairing or replacing the same. If County, Lessee or their employees, contractors or agents damages any portion of the Improvements, County or Lessee shall immediately notify Thermal of the damage. Thermal will repair the damage and County or Lessee, as applicable based upon the party that caused the damage, shall reimburse Thermal for the cost of such repair within thirty (30) days after receipt of an invoice from Thermal. In exercising its rights under this Agreement during any period of inspection, maintenance, repair or replacement of the Improvements, Thermal shall use commercially reasonable efforts to minimize interference with the use of the Leased Property and Buildings by County and Lessee. Lessee shall give Thermal prompt notice by telephone or e-mail in the event of any damage to, or malfunction of, the Improvements located on the Lease Property or servicing any of its Buildings.

7. Plans and Approvals. Thermal and its contractors shall complete the initial construction of the Improvements and any repair, maintenance, or replacement of the Improvements ("Thermal Work") in compliance with all applicable laws, regulations and building codes, in conformity with the plans and specifications approved by County and Lessee (the "Approved Plans"). Thermal shall obtain all approvals for Thermal Work required by applicable governmental authorities and utilities and complete all Thermal Work in accordance with such approvals.

8. Insurance. At all times Thermal or Thermal's general contractor and/or subcontractors are utilizing the Easement Area or Construction Easement Area for any Thermal Work, Thermal shall maintain liability insurance in the minimum amount of \$5,000,000.00 covering injury to persons and damage to property resulting from any and all construction activities conducted by Thermal and Thermal's general contractor and subcontractors within the Easement Area or Construction Easement Area. Upon request, Thermal shall provide County and Lessee a certificate of insurance evidencing the required coverage. In addition, Thermal shall require its general contractor and all subcontractors to maintain insurance in amounts satisfactory to Thermal, its general contractor to name the County and Lessee as an additional insured on its

liability insurance policy and its general contractor to provide a certificate of insurance evidencing such coverage to Thermal.

9. Liens. Thermal shall not suffer or permit any construction or other lien to be filed against the Leased Property, or any portion thereof, by reason of work, labor, skill, services, equipment or materials supplied or claimed to have been supplied in connection with the Improvements (a "construction lien"). If any construction lien shall at any time be filed against any portion of the Leased Property, Thermal shall cause the same to be discharged of record within sixty (60) days after receipt by Thermal of written notice of the filing thereof or such longer period as agreed in writing by Thermal, County and Lessee.

10. Indemnity. Thermal agrees to indemnify, defend, and hold harmless County and Lessee from and against any and all claims, causes of action, costs, personal injuries, losses, damages, liabilities, demands, interest, administrative orders and notices, fines, penalties and reasonable expenses, including, without limitation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, court costs and all other reasonable out-of-pocket expenses, suffered or incurred by County and Lessee as the result of any and all demolition, excavation or construction activity on the Leased Property conducted by or at the request or direction of Thermal.

11. Resolution of Disputes.

(a) Mutual Discussions. If any dispute or difference of any kind whatsoever (a "Dispute") arises between Thermal, County or Lessee in connection with, or arising out of, this Agreement, the parties within thirty (30) days shall attempt to settle such Dispute in the first instance by mutual discussions between the parties to the Dispute. To this end, any party may request that each party designate either its chief executive officer or chief financial officer to meet to resolve the Dispute, and one such officer from each party shall participate in the settlement discussions.

(b) Mediation. If the Dispute cannot be settled within thirty (30) days (or such longer period as agreed to by the parties to the Dispute) by mutual discussions, then the Dispute shall be mediated (the "Mediation") within sixty (60) days from the date a written request for Mediation is made by any party to the Dispute. The Mediation shall be conducted before a single mediator to be agreed upon by the parties. Such mediator shall be a technical expert that has expertise in the subject matter of the Dispute; for example, an engineer or construction consultant. If the parties to the Dispute cannot agree on the mediator, each of the parties to the Dispute shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. Each of the parties to the Dispute shall bear the fees and expenses of its mediator and the parties to the Dispute shall equally bear the fees and expenses of the final mediator.

(c) Litigation; Waiver of Jury Trial. If the Dispute cannot be settled pursuant to Section 11(b) based on the failure of either Party to agree to the settlement proposed by the mediator, either Party may file suit in a federal or state court located in Milwaukee County, Wisconsin.

12. Successors and Assigns. All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Thermal and successor owners of the Power Plant and County and Lessee and their respective successors and assigns as owners or lessees of the Easement Area, the Leased Property or the Buildings. If County conveys the Leased Property to Lessee, the Leased Property is no longer subject to a lease from the County, all rights of County under this Agreement shall terminate and all references to "County" and "Lessee" shall be deemed to refer to the fee owner of the Leased Property.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

14. Partial Invalidity. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

15. Notices. Except as otherwise provided in this Agreement, any notices that the parties hereto may be required, or may desire, to give hereunder shall be in writing and shall be delivered at the respective addresses set forth in the Contract for Purchase of Chilled Water and Steam Service dated March 31, 2016 between Thermal and County or Lessee. Notice may be given by personal delivery, recognized overnight courier, or by United States mail in the manner set forth below. Notices shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by recognized overnight courier, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, or (c) if by mail, on the first to occur of actual receipt or refusal of delivery by any person at the intended address after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid. A party may from time to time specify any other address as its address for receipt of notices hereunder, by sending a notice to the other party in the manner provided above.

16. Amendment. This Agreement may only be amended, modified or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MILWAUKEE REGIONAL MEDICAL CENTER
THERMAL SERVICE, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018, _____,
the _____ of Milwaukee Regional Medical Center Thermal Service, Inc., who
executed the above instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

MILWAUKEE COUNTY

By: _____

Name: Chris Abele, County Executive

By: _____

Name: George Christenson, County Clerk

Approved for Execution

_____, Corporation Counsel

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018, Chris Abele, the
County Executive of Milwaukee County, who executed the above instrument and acknowledged the
same.

Name: _____

Notary Public, State of Wisconsin

My Commission: _____

AUTHENTICATION

Signature _____

Authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stats. § 706.06)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018, George Christenson, the
County Clerk of Milwaukee County, who executed the above instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

AUTHENTICATION

Signature _____

Authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stats. § 706.06)

CHILDREN'S HOSPITAL OF WISCONSIN, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018, _____,
the _____ of Children's Hospital of Wisconsin, Inc., who executed the
above instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Legal Description of County Land

Main Facility Land:

PARCEL 1: (North Parcel)

That part of the Northwest ¼ of Section 28, Town 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said 1/4 Section; thence South 87° 59' 43" West along the South line of said 1/4 Section 1564.63 feet to a point; thence North 02° 00' 17" West at right angles to the South line of said 1/4 Section 454.71 feet to a point; thence North 00° 26' 55" West 205.00 feet to a point; thence South 89° 33' 05" West 70.00 feet to a point; thence North 00° 26' 55" West 680.00 feet to a point; thence South 89° 33' 05" West 250.00 feet to a point; thence North 00° 26' 55" West 180.98 feet to the point of beginning of the land hereinafter described; continuing thence North 00° 26' 55" West 583.02 feet to a point; thence North 89° 33' 05" East 344.89 feet to a point; thence South 00° 26' 55" East 439.46 feet to a point; thence South 76° 27' 44" East 34.34 feet to a point; thence South 13° 32' 16" West 43.12 feet to a point; thence North 70° 26' 55" West 2.67 feet to a point; thence Northwesterly 89.71 feet along the arc of a curve whose center lies to the South whose radius is 257.00 feet and whose chord bears North 80° 26' 55" West 89.25 feet to a point; thence South 89° 33' 05" West 77.66 feet to a point; thence Southwesterly 170.44 feet along the arc of a curve whose center lies to the South whose radius is 217.00 feet and whose chord bears South 67° 03' 05" West 166.09 feet to a point; thence South 44° 33' 05" West 65.45 feet to the point of beginning, excepting therefrom that part described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 87° 59' 43" West along the South line of said 1/4 Section 1857.11 feet to a point; thence North 02° 00' 17" West at right angles to the South line of said 1/4 Section 1472.02 feet to a point; thence North 89° 33' 05" East 344.89 feet to a point; thence North 00° 26' 55" West 157.79 feet to a point on the Northerly line of Connell Road and the point of beginning of the land to be described; thence North 00° 26' 55" West 42.75 feet to a point, said point being 439.46 feet South 00° 26' 55" East of the Northwest corner of Medical College of Wisconsin Premises; thence South 76° 27' 44" East 34.34 feet to a point; thence South 13° 32' 16" West 43.12 feet to a point on the Northerly line of Connell Road; thence North 70° 26' 55" West 2.67 feet to a point; thence Northwesterly 21.40 feet along the arc of a curve whose center lies to the South whose radius is 257.00 feet and whose chord bears North 72° 49' 26" West 21.39 feet to the point of beginning.

PARCEL 2: (Easement for Ingress and Egress Purposes)

That part of the Northwest ¼ of Section 28, Town 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said 1/4 Section; thence South 87° 59' 43" West along the South line of said 1/4 Section 1564.63 feet to a point; thence North 02° 00' 17" West at right angles to the South line of said 1/4 Section 454.71 feet to a point; thence North 00° 26' 55"

West 205.00 feet to a point; thence South 89° 33' 05" West 70.00 feet to a point; thence North 00° 26' 55" West 680.00 feet to a point; thence South 89° 33' 05" West 250.00 feet to a point; thence North 00° 26' 55" West 764.00 feet to the Northeast corner of "The Curative Premises" being the point of beginning of the land to be described; thence South 89° 33' 05" West 400.00 feet to a point; thence North 00° 26' 55" West 40.00 feet to a point; thence North 89° 33' 05" East 452.00 feet to a point; thence South 00° 26' 55" East 40.00 feet to a point; thence South 89° 33' 05" West 52.00 feet to the point of beginning.

PARCEL 3: (South Parcel)

That part of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said 1/4 Section; thence South 86°38'29" West along the South line of said 1/4 Section 1647.01 feet to a point; thence North 01°48'09" East 1002.90 feet to a point; thence North 88°26'39" East 6.86 feet to a point; thence North 01°33'21" West 30.55 feet to a point; thence North 88°18'15" East 0.28 feet to a point; thence North 01°46'24" West 83.91 feet to a point; thence North 01°48'09" West 2.60 feet to a point; thence South 88°11'51" West 0.35 feet to a point; thence North 01°48'09" West 5.49 feet to the point of beginning of the lands to be described; thence North 88°11'51" East 47.80 feet to a point; thence South 01°48'09" East 18.09 feet to a point; thence North 88°11'51" East 11.00 feet to a point; thence North 43°11'51" East 4.24 feet to a point; thence North 01°48'09" West 1.00 foot to a point; thence North 88°11'51" East 38.50 feet to a point; thence North 01°48'09" West 6.00 feet to a point; thence North 88°11'51" East 8.00 feet to a point; thence South 01°48'09" East 6.00 feet to a point; thence North 88°11'51" East 23.00 feet to a point; thence North 01°48'09" West 9.83 feet to a point; thence North 88°11'51" East 15.21 feet to a point; thence North 43°11'51" East 47.88 feet to a point; thence North 46°48'09" West 17.42 feet to a point; thence North 01°48'09" West 25.68 feet to a point; thence Northwesterly 48.30 feet along the arc of a curve whose center lies to the East, whose radius is 77.78 feet and whose chord bears North 01°48'09" West 47.53 feet to a point; thence North 01°48'09" West 34.24 feet to a point; thence North 88°11'51" East 22.24 feet to a point; thence Northeasterly 70.35 feet along the arc of a curve whose center lies to the South, whose radius is 77.78 feet and whose chord bears North 72°20'21" East 67.98 feet to a point of reverse curve (non tangent); thence Northeasterly 36.70 feet along the arc of a curve whose center lies to the North, whose radius is 101.96 feet and whose chord bears North 80°17'47" East 36.51 feet to a point; thence North 28°30'35" East 160.75 feet to a point; thence Northwesterly 50.93 feet along the arc of a curve whose center lies to the South, whose radius is 283.00 feet and whose chord bears North 66°38'47" West 50.87 feet to a point; thence North 71°48'09" West 259.57 feet to a point; thence Northwesterly 63.88 feet along the arc of a curve whose center lies to the South, whose radius is 183.00 feet and whose chord bears North 81°48'09" West 63.56 feet to a point; thence South 88°11'51" West 77.66 feet to a point; thence Southwesterly 112.31 feet along the arc of a curve whose center lies to the South, whose radius is 143.00 feet and whose chord bears South 65°41'51" West 109.45 feet to a point; thence South 43°11'51" West 78.51 feet to a point; thence Southwesterly 123.35 feet along the arc of a curve whose center lies to the Northwest, whose radius is 237.00 feet and whose chord bears South 58°06'29" West 121.97 feet to a point; thence South 28°51'14" East 65.42 feet to a point; thence North 88°11'51" East 222.68 feet to a point; thence South 01°48'09" East 105.00 feet to a point; thence North 88°11'51" East 60.00 feet to a point; thence South

01°48'09" East 97.62 feet to a point; thence North 88°11'51" East 6.96 feet to a point; thence South 01°48'09" East 13.74 feet to the point of beginning.

PARCEL 4: (Parking Parcel)

That part of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said 1/4 Section; thence South 87°59'43" West along the South line of said 1/4 Section 1564.63 feet to a point; thence North 02°00'17" West at right angles to the South line of said 1/4 Section 454.71 feet to a point; thence North 00°26'55" West 205.00 feet to a point; thence South 89°33'05" West 70.00 feet to a point; thence North 00°26'55" West 680.00 feet to a point; thence South 89°33'05" West 250.00 feet to a point; thence North 00°26'55" West 764.00 feet to the Northeast corner of "The Curative Premises"; thence South 89°33'05" West 156.04 feet along the North line of said Curative Premises to a point; thence North 00°26'55" West 40.00 feet to the point of beginning; thence North 00°26'55" West 198.61 feet to a point; thence Northeasterly 138.16 feet along the arc of a curve whose center lies to the North, whose radius is 1448.92 feet and whose chord bears North 77°58'27" East 138.11 feet to a point; thence North 75°14'33" East 262.86 feet to a point; thence South 00°26'55" East 291.29 feet to a point; thence South 89°33'05" West 390.00 feet to the point of beginning.

PARCEL 5: (Easement for Ingress and Egress Purposes)

That part of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said 1/4 Section; thence South 87°59'43" West along the South line of said 1/4 Section 1564.63 feet to a point; thence North 02°00'17" West at right angles to the South line of said 1/4 Section 454.71 feet to a point; thence North 00°26'55" West 205.00 feet to a point; thence South 89°33'05" West 70.00 feet to a point; thence North 00°26'55" West 680.00 feet to a point; thence South 89°33'05" West 250.00 feet to a point; thence North 00°26'55" West 764.00 feet to the Northeast corner of "The Curative Premises"; thence North 89°33'05" East 52.00 feet to the point of beginning; thence North 00°26'55" West 40.00 feet to a point; thence North 89°33'05" East 181.96 feet to a point; thence South 00°26'55" East 40.00 feet to a point; thence South 89°33'05" West 181.96 feet to the point of beginning.

PARCEL 6: (Parcel Between North Parcel and South Parcel)

That part of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Beginning at the Southwest corner of the lease line for Children's Hospital Clinic Building; thence North 43°11'51" East 65.46 feet to the beginning of a curve to the right, having a radius of 217.00 feet and a long chord of North 65°41'51" East 166.08 feet; thence Northeasterly on and along the arc of said curve, 170.43 feet; thence North 88°11'51" East 77.66 feet to the beginning of a curve to the right, having a radius of 257.00 feet and along chord of South 81°48'09" East 89.26 feet; thence Southeasterly, on and along the arc of said curve, 89.71 feet; thence South 71°48'09" East, 259.57 feet to the beginning of a curve to the right, having a radius of 357.00 feet and a long chord of South 66°38'47" East, 64.17 feet; thence Southeasterly, on and along the arc of said curve, 64.25 feet; thence South 28°30'35" West 74.00 feet to the beginning

of a curve to the left, having a radius of 283.00 feet and a long chord of North 66°38'47" West 50.87 feet; thence Northwesterly, on and along the arc of said curve, 50.93 feet; thence North 71°48'09" West 259.57 feet to the beginning of a curve to the left, having a radius of 183.00 feet and a long chord of North 81°48'09" West, 63.56 feet; thence Northwesterly, on and along the arc of said curve 63.88 feet; thence South 88°11'51" West 77.66 feet to the beginning of a curve to the left, having a radius of 143.00 feet and a long chord of South 65°41'51" West, 109.45 feet; thence Southwesterly, on and along the arc of said curve, 112.31 feet; thence South 43°11'51" West 78.51 feet to the beginning of a curve to the right, having a radius of 237.00 feet and a long chord of South 49°51'17" West, 54.95 feet; thence Southwesterly, on and along the arc of said curve, 55.07 feet; thence North 01°48'09" West 95.64 feet to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF
EASEMENT AREA

[Attached]

Tax Key No.: 381-9999-022

Owner: Milwaukee County – Lessor, Childrens Hospital of Wisconsin, Inc - Lessee

Interest Required: Permanent Steam Tunnel Easement

That part of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee and State of Wisconsin, which is bounded and described as follows:

Parcel 1 :

Commencing at the Northwest corner of said 1/4 Section;
thence South 02° 07' 59" East along the West line of said 1/4 Section 1094.88 feet;
thence North 87° 52' 01" East 783.08 feet to the point of beginning of the land to be described, said point being on the east Curative lease line;
thence North 62° 50' 48" East 9.40 feet to a point;
thence South 26° 59' 09" East 11.92 feet to a point;
thence North 60° 53' 53" East 12.93 feet to a point;
thence North 28° 56' 54" West 28.40 feet to a point;
thence North 61° 03' 16" East 70.91 feet to a point;
thence North 27° 06' 29" West 6.92 feet to a point;
thence North 62° 40' 29" East 14.68 feet to a point;
thence South 27° 06' 29" East 18.05 feet to a point;
thence South 62° 40' 29" West 6.75 feet to a point;
thence South 19° 54' 34" East 33.69 feet to a point;
thence North 70° 05' 18" East 28.21 feet to a point;
thence South 19° 54' 42" East 8.00 feet to a point;
thence South 70° 05' 18" West 36.21 feet to a point;
thence North 19° 54' 34" West 41.80 feet to a point;
thence South 61° 02' 22" West 60.59 feet to a point;
thence South 28° 56' 54" East 28.39 feet to a point;
thence South 59° 56' 46" West 23.29 feet to a point;
thence South 62° 50' 48" West 19.92 feet to a point;
thence North 01° 48' 09" West 24.70 feet along the east Curative lease line to the point of beginning, containing 0.052 acre of land more or less.

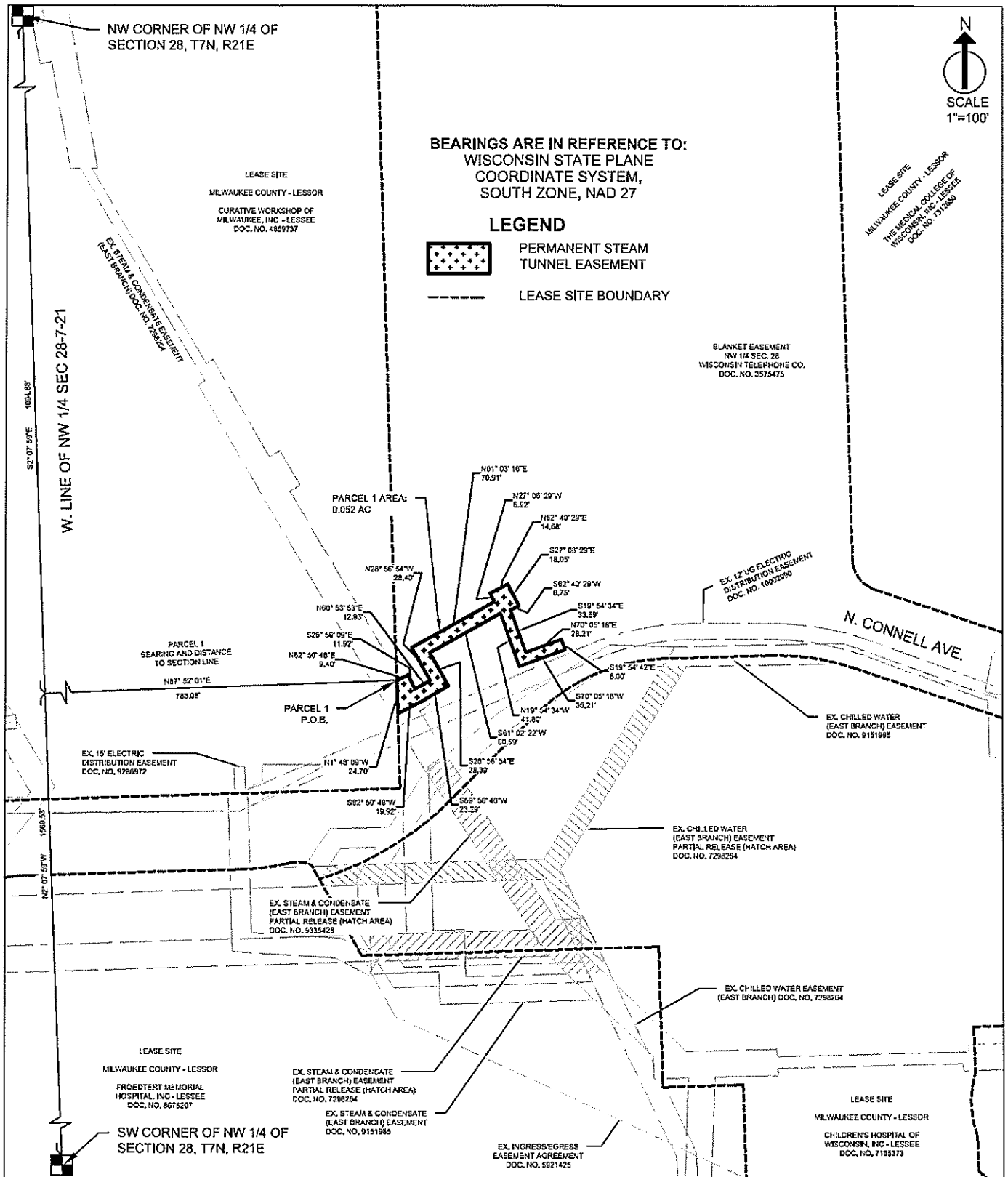
KMA 8/17/18 A (1)

REV(1) 8/21/18

APPROVED
FOR
DESCRIPTION
KS 10/17/18
COUNTY DTPW

EXHIBIT C
EASEMENT AREA DRAWING

[Attached]



FILE NAME : P:\40220 CHILDRENS HOSPITAL EXPANSION\SITE CIVIL\CADD\EASEMENT LEGAL RECORDING\STEAM EASEMENT\REVISION 101_EE_MILCO_EX111SL1H.DWG

<p>KSingh Engineers Scientists Consultants</p> <p>3636 NORTH 124TH ST WAUWATOSA, WI 53222 262-821-1171 WI-DSPS #1903</p>	<p>BURNS MCDONNELL</p> <p>6500 WEST FREEWAY, SUITE 700 FORT WORTH, TX 76116 817-377-0361 WI-DSPS #1308</p>	<p>EASEMENT EXHIBIT A (1) TAX KEY NO. : 381-9999-022 OWNER: MILWAUKEE COUNTY - LESSOR CHILDREN'S HOSPITAL OF WISCONSIN, INC. - LESSEE INTEREST REQUIRED : PERMANENT STEAM TUNNEL EASEMENT</p> <p>DRWN: KMA CHK: JAF APVD: APS</p> <p>DATE: 08/17/2018 REV DATE: 08/21/2018</p> <p>SHEET 1 OF 1</p>
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PLOT DATE : 8/21/2018 4:23 PM

PLOT BY : KENNETH ARAYA

EXHIBIT D

LEGAL DESCRIPTION OF CONSTRUCTION EASEMENT AREA

Tax Key No.: 381-9999-022

Owner: Milwaukee County – Lessor, Children's Hospital of Wisconsin, Inc. - Lessee

Interest Required: Temporary Construction Easement

That part of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee and State of Wisconsin, which is bounded and described as follows:

Parcel 1:

Commencing at the Northwest corner of said 1/4 Section;

thence South 02° 07' 59" East along the West line of said 1/4 Section 996.97 feet;

thence North 87° 52' 01" East 783.65 feet to the point of beginning of the land to be described, said point being on the east Curative lease line;

thence North 88° 38' 09" East 128.80 feet to a point;

thence South 02° 55' 09" East 74.52 feet to a point;

thence South 22° 36' 18" West 17.81 feet to a point;

thence South 66° 40' 27" West 132.10 feet to a point;

thence North 01° 48' 09" West 140.18 feet along the east Curative lease line to the point of beginning, containing 0.338 acre of land more or less.

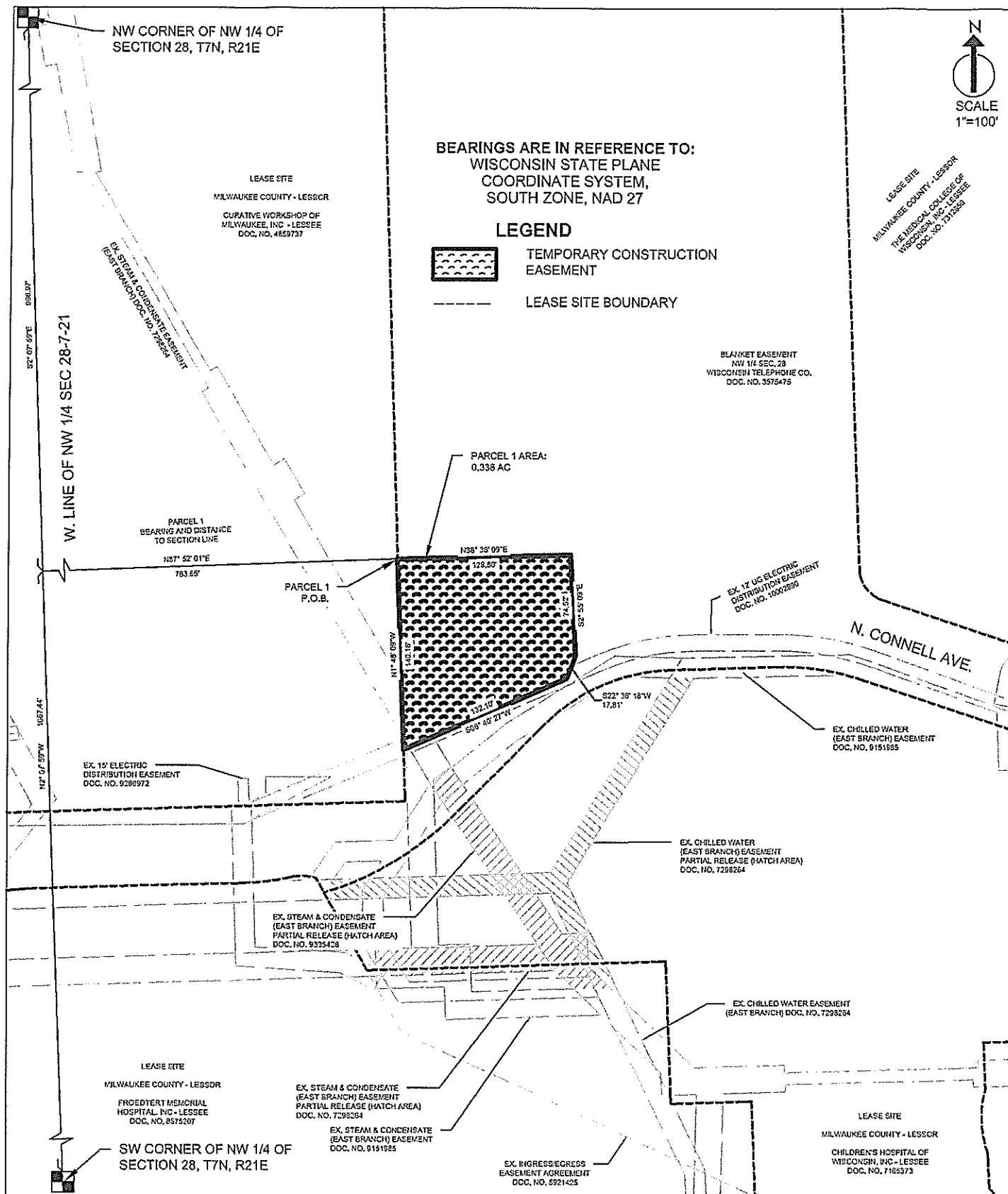
KMA 8/21/18 A (2)

REV (1) 10/11/18

APPROVED
FOR
DESCRIPTION
JK 10/17/18
COUNTY DTPW

EXHIBIT E

CONSTRUCTION EASEMENT AREA DRAWING



KSingh

Engineers
Scientists
Consultants

3636 NORTH 124TH ST
WAUWATOSA, WI
53222
262-821-1171
WI-DSPS #1903

EASEMENT EXHIBIT A (2)
TAX KEY NO. : 381-9999-022
OWNER: MILWAUKEE COUNTY - LESSOR
CHILDREN'S HOSPITAL OF
WISCONSIN, INC. - LESSEE
INTEREST REQUIRED : TEMPORARY CONSTRUCTION
EASEMENT

DRWN: KMA

CHK: JAF

APVD: APS

DATE: 08/21/2018

REV DATE: 10/11/2018

SHEET 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Return to:
David M. Sanders
Reinhart Boerner Van Deuren s.c.
P. O. Box 2965
Milwaukee, WI 53201-2965
381-9999-022, 381-9999-0007
Parcel Numbers

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is executed this ____ day of October, 2018, by and between Milwaukee Regional Medical Center, Inc., a Wisconsin non-stock corporation ("MRMC") and Milwaukee County ("County").

RECITALS:

- A. County owns the land described on Exhibit A ("County Land").
- B. 87th Street is being relocated and reconstructed between Watertown Plank Road and West Connell Avenue (the "Road Project") and MRMC has contracted with contractors to complete the Road Project.
- C. As part of the Road Project, MRMC, County has agreed that County shall grant to MRMC, pursuant to the terms of this Agreement, a temporary construction easement, as more particularly described below.

AGREEMENT

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which both parties acknowledge, MRMC and County agree as follows:

1. County grants to MRMC and MRMC's general contractor and subcontractors a nonexclusive temporary construction easement over the temporary construction easement area as shown on Exhibit B and described on Exhibit A attached to this Agreement (the "Construction Easement Area") subject to the terms of this Agreement.
2. During the period of construction of the Road Project, MRMC shall have a temporary construction easement (the "Construction Easement") over the Construction Easement Area, for the purpose of storing and transporting equipment and materials relating to the Road Project. MRMC shall have the right to remove all landscaping and improvements within the Construction Easement Area and to grade and do earthwork upon the Construction Easement Area during the term of this Agreement, provided, however, that MRMC shall restore all such landscaping and improvements to as close to their preexisting condition as practical as soon as reasonably possible following completion of the Road Project.
3. At all times MRMC or MRMC's general contractor and/or subcontractors are utilizing the Construction Easement Area as set forth above, MRMC shall maintain liability insurance in the minimum amount of \$5,000,000.00 covering injury to persons and damage to property resulting from any and all construction activities conducted by MRMC and MRMC's general contractor and subcontractors within the Construction Easement Area. Upon request, MRMC shall provide County a certificate of insurance evidencing the required coverage. In addition, MRMC shall require its general contractor and all subcontractors to maintain insurance in amounts satisfactory to MRMC, its general contractor to name each of the County as an additional insured on its liability insurance policy and its general contractor to provide a certificate of insurance evidencing such coverage to MRMC.

4. MRMC shall not suffer or permit any construction or other lien to be filed against the Construction Easement Area, or any portion thereof, by reason of work, labor, skill, services, equipment or materials supplied or claimed to have been supplied in connection with the Road Project (a "construction lien"). If any construction lien shall at any time be filed against any portion of the Construction Easement Area, MRMC shall cause the same to be discharged of record within sixty (60) days after receipt by MRMC of written notice of the filing thereof or such longer period as agreed in writing by MRMC and County.

5. MRMC agrees to indemnify, defend, and hold harmless County from and against any and all claims, causes of action, costs, personal injuries, losses, damages, liabilities, demands, interest, administrative orders and notices, fines, penalties and reasonable expenses, including, without limitation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, court costs and all other reasonable out-of-pocket expenses, suffered or incurred by County as the result of any and all construction activity conducted by or at the request or direction of MRMC in the Construction Easement Area as the result of any other access by MRMC or its contractors or agents onto the Construction Easement Area.

6. (a) If any dispute or difference of any kind whatsoever (a "Dispute") arises between MRMC and County in connection with, or arising out of, this Agreement, the parties within thirty (30) days shall attempt to settle such Dispute in the first instance by mutual discussions between the parties to the Dispute. To this end, any party may request that each party designate either its chief executive officer or chief financial officer to meet to resolve the Dispute, and one such officer from each party shall participate in the settlement discussions.

(b) If the Dispute cannot be settled within thirty (30) days (or such longer period as agreed to by the parties to the Dispute) by mutual discussions, then the Dispute shall be mediated (the "Mediation") within sixty (60) days from the date a written request for Mediation is made by any party to the Dispute. The Mediation shall be conducted before a single mediator to be agreed upon by the parties to the Dispute. Such mediator shall be a technical expert that has expertise in the subject matter of the Dispute; for example, an engineer or construction consultant. If the parties to the Dispute cannot agree on the mediator, each of the parties to the Dispute shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. Each of the parties to the Dispute shall bear the fees and expenses of its mediator and the parties to the Dispute shall equally bear the fees and expenses of the final mediator.

(c) If the Dispute cannot be settled pursuant to Section 6(b) based on the failure of either Party to agree to the settlement proposed by the mediator, either Party may file suit in a federal or state court located in Milwaukee County, Wisconsin.

7. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

8. Except as otherwise provided herein, any notices that the parties hereto may be required, or may desire, to give hereunder shall be in writing and shall be delivered at the following addresses:

MRMC _____

County _____

Notice may be given by personal delivery, recognized overnight courier, or by United States mail in the manner set forth below. Notices shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by recognized overnight courier, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, or (c) if by mail, on the first to occur of actual receipt or refusal of delivery by any person at the intended address after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid. A party may from time to time specify any other address as its address for receipt of notices hereunder, by sending a notice to the other party in the manner provided above.

9. This Agreement may only be amended, modified or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11. County agrees to promptly give MRMC written notice of any claims for which MRMC may have an obligation of indemnification under this Agreement and further agrees to cooperate in the defense of any such claims. MRMC shall reimburse County for any reasonable out-of-pocket costs associated with such duty of cooperation.

12. This Agreement constitutes the entire Agreement by and between MRMC and County relating to a temporary construction easement over the Properties, and supersedes any and all prior or contemporaneous negotiations and understandings, whether written or oral. Any amendment or modification to this Agreement must be in writing signed by MRMC and County.

13. This Agreement shall be binding upon the parties and their respective successors and assigns and shall run with the land. All references to "MRMC" and "County" shall include the respective successors and assigns of "MRMC" and "County."

14. This Agreement and the Construction Easement granted hereunder shall terminate upon final completion of the Road Project, as determined by MRMC, but shall in no event extend

past December 31, 2019, provided, however that MRMC indemnity obligations under Section 8 shall survive, as to County, for a period of one year after the last date of work on the Improvements located on the County's property, provided the County gives MRMC written notice of any claim on MRMC's indemnity obligations within such one-year period. If this Agreement is recorded, upon the request of any party to this Agreement, each of the parties agrees to sign and record a termination of this Agreement.

15. This Agreement and any amendments thereto shall be construed in accordance with and governed by the laws of the State of Wisconsin.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MILWAUKEE REGIONAL MEDICAL
CENTER, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018,
_____, _____ of Milwaukee Regional Medical
Center, Inc., who executed the above instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

MILWAUKEE COUNTY

By: _____

Name: Chris Abele, County Executive

By: _____

Name: George Christenson, County Clerk

Approved for Execution

Corporation Counsel

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018, Chris Abele, the County Executive of Milwaukee County, who executed the above instrument and acknowledged the same.

Name: _____

Notary Public, State of Wisconsin

My Commission: _____

AUTHENTICATION

Signature _____

Authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stats. § 706.06)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018, George Christenson, the County Clerk of Milwaukee County, who executed the above instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

AUTHENTICATION

Signature _____

Authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stats. § 706.06)

Milwaukee Regional Medical Center Thermal Service, Inc. ("Thermal") is the holder of easement rights over the Construction Easement Area pursuant to a Temporary Construction Easement dated July __, 2017 among Thermal, County, BloodCenter of Wisconsin, Inc., Froedtert Memorial Lutheran Hospital, Inc. and The Medical College of Wisconsin, Inc. (the "Prior Easement") and consents to the grant of the attached easement over the Construction Easement Area.

MILWAUKEE REGIONAL MEDICAL
CENTER THERMAL SERVICE, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018,
_____, _____ of Milwaukee Regional Medical
Center Thermal Service, Inc., who executed the above instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Drafted By:

David M. Sanders
Reinhart Boerner Van Deuren s.c.
P. O. Box 2965
Milwaukee, WI 53201-2965

EXHIBIT A
CONSTRUCTION EASEMENT AREA LEGAL DESCRIPTION

Tax Key No.: 381-9999-022

Owner: Milwaukee County – Lessor, Children's Hospital of Wisconsin, Inc. - Lessee

Interest Required: Temporary Construction Easement

That part of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee and State of Wisconsin, which is bounded and described as follows:

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Commencing at the Northwest corner of said 1/4 Section;

thence South 02° 07' 59" East along the West line of said 1/4 Section 996.97 feet;

thence North 87° 52' 01" East 783.65 feet to the point of beginning of the land to be described, said point being on the east Curative lease line;

thence North 88° 38' 09" East 128.80 feet to a point;

thence South 02° 55' 09" East 74.52 feet to a point;

thence South 22° 36' 18" West 17.81 feet to a point;

thence South 66° 40' 27" West 132.10 feet to a point;

thence North 01° 48' 09" West 140.18 feet along the east Curative lease line to the point of beginning, containing 0.338 acre of land more or less.

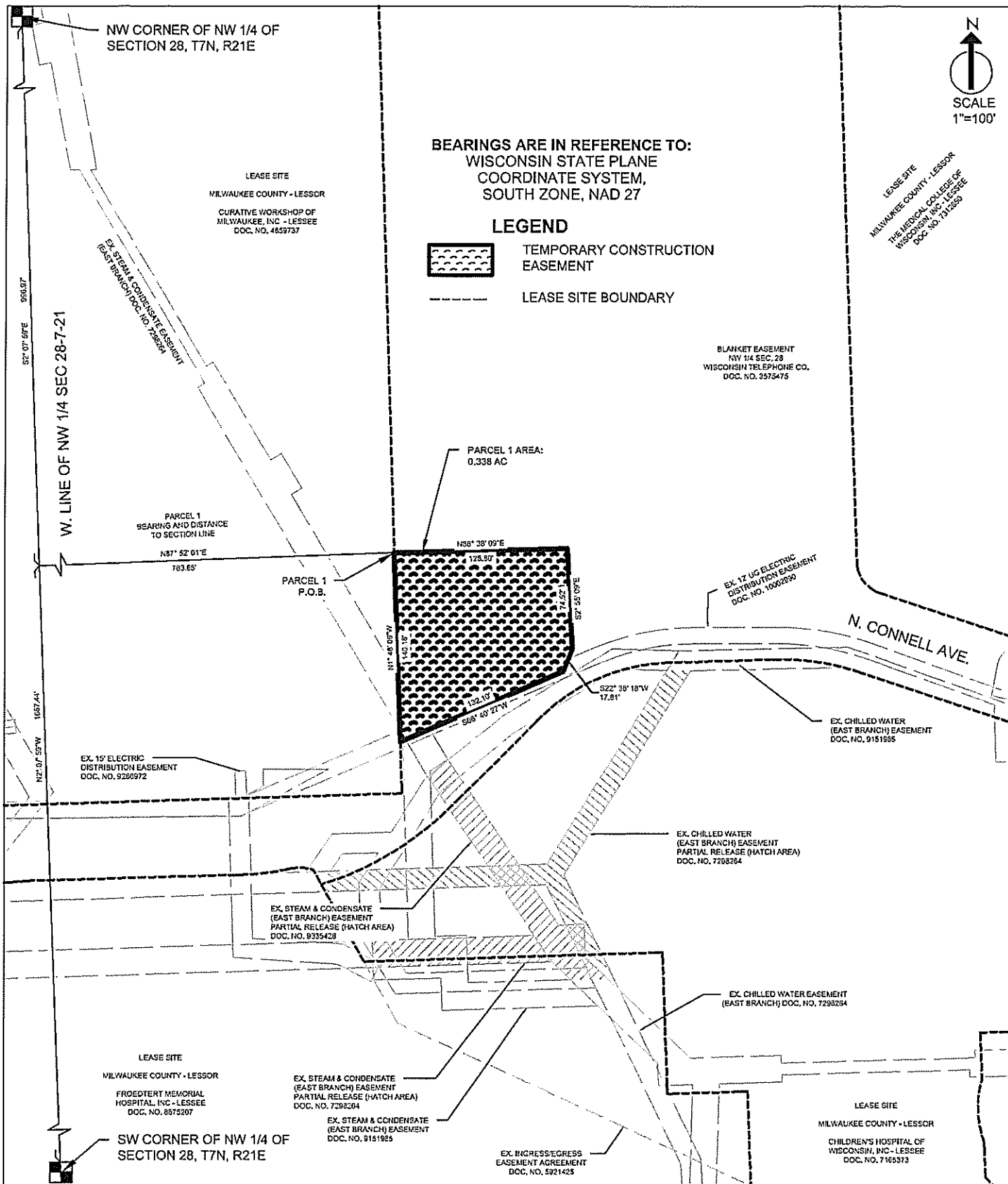
KMA 8/21/18 A (2)

REV (1) 10/11/18

APPROVED
FOR
DESCRIPTION
K5 10/17/18
COUNTY DTPW

EXHIBIT B
CONSTRUCTION EASEMENT AREA DRAWING

[Attached]



KSingh

Engineers
Scientists
Consultants

3636 NORTH 124TH ST
WAUWATOSA, WI
53222
262-821-1171
WI-DSPS #1903

EASEMENT EXHIBIT A (2)
TAX KEY NO. : 381-9999-022
OWNER: MILWAUKEE COUNTY - LESSOR
CHILDREN'S HOSPITAL OF
WISCONSIN, INC. - LESSEE
INTEREST REQUIRED : TEMPORARY CONSTRUCTION
EASEMENT

DRWN: KMA
CHK: JAF

APVD: APS
DATE: 08/21/2018
REV DATE: 10/11/2018

SHEET 1 OF 1