

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT, made and effective this 19th day of December, 2002, by and between **WDC/HLP-1205 BUILDING, LLC**, a Wisconsin limited liability company ("Grantor") and **CITY OF WEST ALLIS**, a Wisconsin Municipal Corporation (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located at 1205 S. 70th Street, in the City of West Allis, Wisconsin ("Grantor Property");

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a temporary access and construction easement for the purpose of access Grantee, its employees, workmen, agents or independent contractors, vehicles and equipment across, on, through and over a portion of Grantor's property, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Easement Area").

NOW THEREFORE, for a valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for other good and valuable consideration, including the terms, conditions and mutual agreements contained herein, the parties hereto agree as follows:

1. INTENT OF AGREEMENT. Grantor desires to grant Grantee a temporary construction and access easement over and onto the Easement Area for the specific and limited right of access as is necessary for the access by, on, through and over the Easement Area for the purpose of construction of a two (2) to three (3) foot decorative retaining wall, fence and landscaping on the Easement Area (the "Project"), including the right to operate all necessary vehicles and other equipment thereon and the right of ingress and egress thereto as long as required for the Project.

2. GRANT OF TEMPORARY EASEMENT. Grantor hereby grants to Grantee a temporary easement across, on, through and over the Easement Area for the specific and limited right of access as is necessary for to complete the Project (including the right to operate all necessary vehicles and other equipment thereon and the right of ingress and egress thereto as long as required for the Project).

3. CONDITIONS OF EASEMENT; GRANTEE'S WORK. Grantee hereby agrees to utilize the Easement Area in such a manner as to not unreasonably interfere with Grantor's operations on the remainder of the Grantor Property. Additionally, Grantee hereby agrees upon the expiration of the term of this easement to repair the Easement Area and the Grantor Property (including any improvements located thereon) to substantially the same condition as of the date hereof.

4. TERM. This temporary easement shall terminate upon the completion of the Project.

5. **INDEMNIFICATION.** Grantee hereby agrees to indemnify, defend and hold Grantor harmless from any and all suits, actions, damages, liabilities, debts, liens, judgments, demands, covenants, agreements, controversies and claims, and any and all other obligations or damages whatsoever, contingent or otherwise (including personal injury, property damage and reasonable attorneys' fees and other costs of defending any action or claim) that either directly or indirectly arise out of or are in any way related to Grantee's, or its agents, employees and contractors, use of the Easement Area.

6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19th day of December, 2002.

GRANTOR:

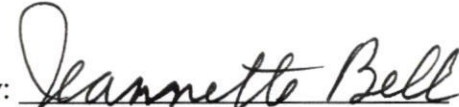
WDC/HLP-1205 BUILDING, LLC,
a Wisconsin limited liability company

By: Wisconsin Development Corp.,
Managing member

By: 
Timothy J. Wallen, Treasurer

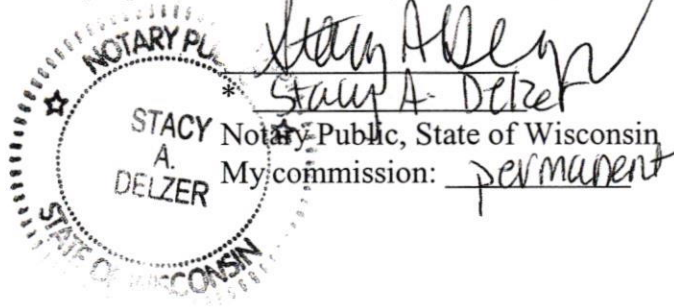
GRANTEE:

CITY OF WEST ALLIS,
a municipal corporation

By: 
Title: Mayor

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 19th day of December, 2002 the above-named Timothy J. Wallen, known to me to be such officers, and who acknowledged that they executed the foregoing instrument on its behalf for the purpose aforesaid and by its authority as such officers.



STATE OF WISCONSIN)
) ss.
Milwaukee COUNTY)

Personally came before me this 7th day of February, 200³, the above named Jannette Bell and _____, the Mayor and _____ of City of West Allis and to me know to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the corporation.

Hermine Couturier
* Hermine Couturier
Notary Public, State of Wisconsin
My commission: 10-10-04

This instrument was drafted by, and
after recording should be returned to:

Stacy A. Delzer, Esq.
MLG Commercial
13400 Bishop's Lane, Ste. 100
Brookfield, WI 53005

**SOUTH 70TH STREET RETAINING WALL EASEMENT
LEGAL DESCRIPTION**

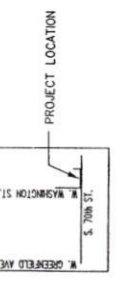
Also a **Temporary Easement for Construction** for the right to construct a retaining wall, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

The West 8.22 feet of the East 15.00 feet of the North 8.50 feet of Lot 25, the West 8.22 feet of the East 15.00 feet of Lots 26 through 32, inclusive, and the West 8.22 feet of the East 15.00 feet of the South 23.50 feet of Lot 33, all in Block 3 of Otjen Pullen and Shenners Subdivision, as recorded in the Public Records of Milwaukee County, Wisconsin, lying in the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

This parcel contains **0.046 acres**, more or less.

The above easement is to terminate upon the completion of this project.

S.W. 1/4 OF SECTION
34 T. 7 N. R. 21 E.



LOCATION MAP



OTJEN PULLEN AND SHENNERS SUBDIVISION

BLOCK 4

W. WASHINGTON STREET

W. WALKER STREET

STREET

70TH

SOUTH

WDC/HLP-1205
BUILDING

BLOCK 3

TEMPORARY EASEMENT FOR CONSTRUCTION

EDGE OF BITUMINOUS
PAVING LOT

CONCRETE CURB

EDGE OF BITUMINOUS
PAVING LOT

PERMANENT EASEMENT

11414 W. PARK PLACE
MILWAUKEE, WI 53224
(414) 355-2300

DATE BY: MJP
DATE DRAWN: 3/20/02
DESIGN BY: MJP
CHECKED BY: KMC
ISSUED: 3/20/02

SOUTH 70TH STREET RETAINING WALL EASEMENT
WDC/HLP-1205 BUILDING