

EXHIBIT A to Right of Entry Agreements

CONSTRUCTION EASEMENT AGREEMENT

Document Number

Document Title

RECITALS

- A. The City of Green Bay and the County of Brown share an interest in the capping and closure of Renard Island. This agreement is intended to serve that goal.
- B. City of Green Bay, Landowner, is the fee holder of certain real property in the City of Green Bay, Brown County, State of Wisconsin, as more particularly described below and depicted on the attached and incorporated Exhibit A.
- C. The County of Brown, "County", has requested that the Landowner grant a temporary construction easement over a certain 4.79 acre portion of the property and such portion is described on Exhibit A as "work & storage area" and furthermore the County has requested the Landowner grant a right of entry and the right to travel over an area described as Sauk Avenue Vacated on Exhibit A to obtain access to the causeway to be constructed to Renard Island. The legal description of said property is:

That part of Private Claim 46 East Side of Fox River, City of Green Bay, Brown County, Wisconsin described as follows: All of Lots 1 through 12 Block G of Cryan's Plat of Bay Beach including all of the vacated alleys in said block. Also all of vacated Sauk Avenue and that part of vacated Bay Beach Drive adjacent to said Block G. Also all that part of Private Claim 46 that lies between the west line of vacated Sauk Avenue and the east line of Block G extended northerly to the bay of Green Bay. Also the north 40 feet of that part said of Private Claim 46 lying south of said Block G.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

1. a. **Grant of Easement.** The Landowner grants the County an irrevocable easement and right-of-way in, on, over and across the land described on Exhibit A as "work & storage area" and included in above description for a period not to exceed two years (2) beginning with the date possession and use of the land is granted to the County. The easement confers to the County including its designees and assignees access to and use of the "work and storage area" including the right to move, store, and remove equipment and supplies, erect and remove temporary structures on the land, and to perform any other work necessary and incident to the construction of a causeway to Renard Island (Renard Island Causeway Project). The County can trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the easement and right-of-way. The County will make the final decision concerning removal of trees but agrees to consult with the Landowner (Green Bay Forester) on site and to consider all reasonable alternatives to cutting or felling trees. The Landowner further reserves and assigns all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads as highways, public utilities, railroads and pipelines. At least 30 days prior to the County exercising its right under this Easement, the County shall notify the Landowner of its intent to do so such that the Landowner has an opportunity to vacate the land.

b. **Right of Entry to "Sauk Avenue".** In addition, the Landowner grants the County including its designees and assignees irrevocable rights of ingress, egress and the right to travel over the area designated "Sauk Avenue Vacated" on Exhibit A and included in the above description to perform operations, construction, maintenance, repair, and restoration work of any nature in conjunction to the Renard Island Causeway Project for a period of ten (10) years beginning with the date use of the land is granted to the County.

The rights granted to the County above include the rights of entry (ingress and egress) on other lands, if any, of the Landowner not described above or on Exhibit A and in vicinity of the Renard Island Causeway Project provided that such ingress and egress is necessary and not otherwise conveniently available to the County, its designees and assignees.

2. **Indemnification.** The County shall indemnify the Landowner from and against all loss, costs (including reasonable attorney fees) injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the County's activities or the activities of the County's designees and assignees conducted on the property described above and on Exhibit A, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Landowner or its agents or employees.

3. **Covenants Run with Land.** All terms and conditions 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 the Landowner, the County and the County's designees and assignees. The Landowner and any successor or assignee to the Landowner as fee simple owner of the described property shall cease to have any liability under this Agreement with respect to the facts or circumstances first arising after the Landowner has transferred its fee simple interest in the property.

4. **Restoration of Surface.** The County agrees to restore or cause to have restored such property surface as nearly as is reasonably possible, to the condition existing prior to such entry by the County or its agents. This restoration, however, does not apply to the installation or removal of any road or to replace any brush or trees which may be removed pursuant to rights herein granted, except to the extent that if a roadway is installed outside of the area delineated as Sauk Avenue (Vacated), such roadway shall be removed unless written approval is received from the Landowner.

5. **Tools, Equipment, Buildings.** All tools, equipment, buildings improvements and other property taken upon or placed upon the property by the County, or its designees and assignees shall remain property of the party who placed or located the item on the property and may be removed at any time within a reasonable period after the expiration of the applicable time period in this Agreement, but in no event shall any items remain on the property beyond 30 days of expiration of this Easement, unless written approval for an extension is received from the Landowner.

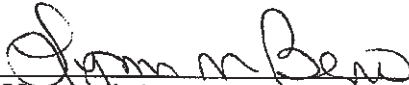
6. **Patrol and Police.** The County and its designees and assignees shall have the right but not the obligation to patrol and police the property during the applicable terms in this agreement.

IN WITNESS WHEREOF, the Landowner and County have executed this agreement as follows:


Acknowledgement:
State of Wisconsin
County of Brown

This instrument was acknowledged before me on the 21st day of June, 2010 by James J. Schmitt

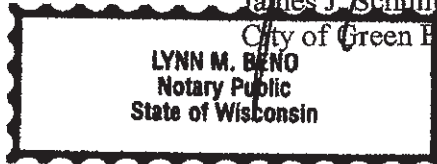
Signed By:



Notary Public, State of Wisconsin
Lynn M. Beno
Printed Name and Title



James J. Schmitt, Mayor
City of Green Bay
6/21/10
(Date)




My Commission Expires 10/6/13

Acknowledgement:
State of Wisconsin
County of Brown

This instrument was acknowledged before me on the 30 day of June, 2010 by Thomas J. Hinz

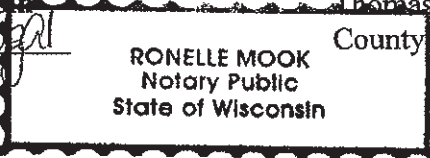
Signed By:



Notary Public, State of Wisconsin
Ronelle Mook
Printed Name and Title



Thomas J. Hinz, Executive
County of Brown
6/30/10
(Date)



My Commission 6.5.2011

Drafted by John F Luetscher
Corporation Counsel for Brown County.

