

LICENSE TO USE REAL ESTATE / HOLD HARMLESS AGREEMENT

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF RACINE (Owner), an independent body politic and corporate, hereby grants to the RACINE WASTEWATER UTILITY (Utility) a license to use Real Property at 1831 Phillips Avenue (Parcel # 16850013) owned by Owner (Premises), for the purpose of household hazardous waste collection events by the Utility.

The usage of Premises by the Utility shall be only for purposes of household hazardous waste collection events and waste removal and for no other purpose except with the written approval of the Owner. Limited use of this license by Utility shall not prevent the Utility from later making use of the license to the full extent herein authorized.

It is anticipated that the Premises, when used for events, will be frequented by Utility personnel, other Utility employees, and others under the active control and direction of the Utility. The Utility agrees to follow all federal and state laws regarding waste disposal and containment of chemicals and materials. The Utility acknowledges that the site may become a convenient site for dumping as a result of the events and agrees to haul away hazardous waste that is dumped on the site after the event. Further, the Utility agrees to notify the Owner within twenty-four (24) hours of any incidents occurring on the Premises with the potential to have an environmental impact (spillage of waste, etc.).

The Utility shall provide Owner as much advanced notice as is practicable, in no case less than 30 days' notice, of the desire to use Owner's Premises. Specific written permission to use Owner's Premises shall be required in each instance. Permission granted by email by the Executive Director or Designee shall be sufficient. Permission shall not unreasonably be withheld.

Each party agrees to hold the other party, its agents, members, employees, contractors, representatives, invitees, successors, assigns, tenants, and their respective agents, employees, contractors, representatives and invitees harmless from any losses, claims, demands, suits, actions, judgments, awards, settlements, costs, and expenses, including reasonable attorney's fees, relating to persons using Owner's Premises pursuant to this agreement.

This License shall remain in full force and effect until revoked by the Owner. The Utility acknowledges that the property could be sold and redeveloped. If the CDA entertains an option to purchase the property, this license may be revoked.

Each party's hold harmless obligations set forth above shall survive termination of this License.

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IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day
of _____, 2023.

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF RACINE

By: _____

Kathleen Fischer, Interim Executive Director

RACINE WASTEWATER UTILITY

By: _____

Nate Tillis, Wastewater Utility Director

Approved as to form:

By: _____

Scott R. Letteney, City Attorney