

	ACCESS EASEMENT (Westlawn Gardens) Document Title
ACCESS EASEMENT (Westlawn Gardens) GH 10-22-2017, CAO 243169 <u>Drafted by:</u> Gregg Hagopian, Asst. City Attorney, City of Milwaukee	
Recording Area	
Name and Return Address:	
Gregg Hagopian Asst. City Attorney 841 N. Broadway – 7 th Floor Milwaukee, WI 53202	
Tax Key Numbers:	
See Exhibit A	

THIS ACCESS EASEMENT: is made as of _____, 2017; is made by the Housing Authority of the City of Milwaukee, a Wisconsin Stat. Ch.66, Subch. XII Public body corporate and politic (“**HACM**”) as the current owner of all parcels subject to this Access Easement as shown on **Exhibit A**; and concerns the parcels (“**Parcels**”) referenced on **Exhibit A**.

RECITALS

A. **Westlawn Gardens.** HACM developed, and is redeveloping, the real estate in Milwaukee, Wisconsin known as Westlawn Gardens (“**Westlawn Gardens**”), generally situated to the south of West Silver Spring Drive between North 60th Street and North 68th Street, and more particularly depicted on the map (“**Map**”) attached as **Exhibit B**.

B. **Subdivision Plat of Western Portion of Westlawn Gardens.** In conjunction with redevelopment of the western portion of Westlawn Gardens (“**Westlawn Gardens – West**”), the City of Milwaukee (“**City**”) approved a subdivision plat for Westlawn Gardens- West (the “**Plat**”) by Common Council Resolution File No. 171000 adopted _____, 2017, and the Plat was or will be recorded in the Milwaukee County Register of Deeds (“**ROD**”) Office.

C. **Legal Descriptions.** The parcel identification information used herein is from the Plat, and is based on lots and blocks reflected by and in that Plat. Portions of that Plat are attached as **Exhibit C**.

D. **Intent - Public Street Access.** The intent of this document is to create easements to provide access from certain lots created pursuant to the Plat to public street right-of-way (“ROW”) per MCO 119-11-6-b-2 and Wis. Stat. 236.33.

AGREEMENT

1. **Recitals.** The recitals above are acknowledged, agreed to and accepted.
2. **Block 4 Easements Created.** The following easements are created in Block 4 in the Plat.
 - A. HACM, as the owner of Lot 5, Block 4 hereby grants to the owner of Lot 6, Block 4 (also HACM), a 4-foot wide easement along, over, and through the Easement Area of Lot 5 shown on **Exhibit C** to provide pedestrian ingress, egress, and access for Lot 6 to N. 65th Street ROW.
 - B. HACM, as the owner of Lot 7, Block 4 hereby grants to the owner of Lot 8, Block 4 (also HACM), a 4-foot wide easement along, over, and through the Easement Area of Lot 7 shown on **Exhibit C** to provide pedestrian ingress, egress, and access for Lot 8 to N. 65th Street ROW.
 - C. HACM, as the owner of Lot 10, Block 4 hereby grants to the owner of Lot 9, Block 4 (also HACM), a 4-foot wide easement along, over, and through the Easement Area of Lot 10 shown on **Exhibit C** to provide pedestrian ingress, egress, and access for Lot 9 to N. 66th Street ROW.
3. **Block 5 Easements Created.** The following easements are created in Block 5 in the Plat.
 - A. HACM, as the owner of Lot 2, Block 5 hereby grants to the owner of Lot 3, Block 5 (also HACM), a 4-foot wide easement along, over, and through the Easement Area of Lot 2 shown on **Exhibit C** to provide pedestrian ingress, egress, and access for Lot 3 to N. 64th Street ROW.
 - B. HACM, as the owner of Lot 5, Block 5 hereby grants to the owner of Lot 4, Block 5 (also HACM), a 4-foot wide easement along, over, and through the Easement Area of Lot 5 shown on **Exhibit C** to provide pedestrian ingress, egress, and access for Lot 4 to N. 64th Street ROW.
4. **Block 3 Easement Created.** The following easement is created in Block 3 in the Plat.

- A. HACM, as the owner of Lot 4, Block 3 hereby grants to the owner of Lot 5, Block 3 (also HACM), a 4-foot wide easement along, over, and through the Easement Area of Lot 4 shown on **Exhibit C** to provide pedestrian ingress, egress, and access for Lot 5 to W. Sheridan Avenue ROW.
5. **Maintenance and Repair.** The owner, from time to time, of each lot benefited by the easements created herein shall be responsible for maintenance, repair, and replacement of each respective Easement Area. Each such owner shall keep any paved or unpaved area in good repair and maintenance. This includes such owner being responsible for snow and ice removal from any paved area in the Easement Area.
 6. **Use.** The owner, from time to time of each lot burdened by the easements created herein retains the right for the benefit of such owner to use the respective Easement Area for access and other purposes but such owner's use shall be conducted in a manner so as not to unreasonably interfere with or to obstruct the use of the Easement Area by the owner of the lot benefited by the respective easement. Owners of burdened lots shall be responsible for repairing damage to the Easement Area created or caused by such owner(s).
 7. **Runs With Land.** The easements created herein run with the land, encumber the burdened lots, benefit the benefited lots, and are binding on and inure to the benefit of all owners and their respective successors (including successor owners) and assigns.
 8. **Enforcement.** This document may be enforced at law and in equity, with the non-breaching party entitled to injunctive relief and/or monetary damages.
 9. **Governing Law; Amendment.** This document is governed by Wisconsin law, and may only be amended by written instrument signed by each owner of a lot affected by such amendment (or their respective successors and assigns). Any amendment or termination shall be recorded with the ROD and requires approval by the City's Common Council (the Council resolution approving the amendment shall be recorded along with the amendment).
 10. **Drafter Doctrine Not Applicable; Headings.** The contract interpretation doctrine of "construing against the drafter" shall not apply to interpretation of this document. Headings are for convenience only.
 11. **Counterparts.** This document may be signed in counterparts. Facsimile or email signatures shall be accepted as originals. If required for recording purposes, original signatures shall be supplied.
 12. **ROD Recording.** This document shall be recorded in the ROD Office at HACM expense.

