

Document Number	ACCESS AND GATE EASEMENT
Document Title	
ACCESS AND GATE EASEMENT (CITY OF MILWAUKEE & ORCH PROPERTIES LLC)	
Recording Area	
Anthony L. Gayfield II DPW Parking Supervisor City of Milwaukee Department of Public Works 841 North Broadway –6th Floor Milwaukee, WI 53202 Attn. Parking	

Part of
 3551512000 and 3550876000
 Parcel Identification Number (PIN)

This ACCESS & GATE EASEMENT (the “**EASEMENT**”), made as of December 1, 2020, is made between the CITY OF MILWAUKEE (“**CITY**”), and Orch Properties LLC (“**ORCH**”) and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

1. **City Parcel.** City owns the property in the City of Milwaukee, Wisconsin subject to this **Easement**, that has an address of 1720 North Arlington Place in the City of Milwaukee, and a tax key number of 3551512000, legally described on the attached Exhibit A (“**City Parcel**”).
2. **Orch Parcel.** Orch owns the property in the City of Milwaukee, Wisconsin with an address of 1338-1344 E. Brady Street and a tax key number of 3550876000, legally described on the attached Exhibit A (“**Orch Parcel**”).
3. **Purpose of Easement.** The Orch Parcel borders the City Parcel to the south. The City has erected a fence on the City Parcel (just to the north of the Orch Parcel) that the City is responsible to install, maintain, repair, and replace. The Orch Parcel wishes to install, maintain, repair, and if needed replace a gate attached to the City’s fence to allow access to the Orch Parcel from the City Parcel. The Orch Parcel also desires “emergency exit access” for both buildings on the Orch Parcel through the City Parcel as required by CITY requirements.
4. **Grant of Permanent Access and Gate Easement.** CITY hereby grants **Orch** a permanent easement over the City Parcel for the purposes of (1) installing, maintaining, repairing and replacing a gate on the fence located on the **City Parcel (“Gate”)**, in the location shown on the attached **Exhibit B** (“Easement

Area”); and (2) using the Easement Area and the City Parcel as an emergency exit (as required by City) for the 2 buildings located on the Orch Parcel **Orch** shall be solely responsible for all costs associated with the installation, maintenance (including replacement), and removal of the Gate. The easement granted in this section shall terminate upon written agreement between **City** and **Orch** or their respective successors and assigns.

5. **Indemnification.** **Orch** shall indemnify, defend and hold **City** and **City’s** agents, employees, successors and assigns harmless from any loss, liability, costs and expenses, including attorneys' fees, arising out of any claim or injury or damage caused by the negligence or misconduct of or breach of this **Easement** by **Orch**, its employees, agents, invitees or by any other person under express or implied invitation of **Orch** or arising out of **Orch** 's use of the **City Parcel**. **City** shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of a government body or authority or any other matter beyond control of **City** or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the **City Parcel**, or failure to make repairs, or for any cause whatsoever except as may result from the negligent acts or omissions of **City**. Nothing in this **Easement** shall be construed as a waiver of statutory immunity limitations.
6. **Successors and Assigns.** This **Easement** is binding on the successors and assign of **City** and **Orch**.
7. **Recording.** This **Easement** shall be recorded with the Milwaukee County Register of Deeds by **City**.
8. **Severability.** If any term or condition of this **Easement** shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this **Easement** shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law
9. **Entire Agreement.** This **Easement** and the exhibits incorporated herein constitute the entire agreement regarding the easements created hereunder.
10. **Counterparts.** This **Easement** may be executed in counterparts, together shall constitute one Agreement.

[Signature Page Follows]

Exhibit A
(Legal Description of City Parcel and Orch Parcel)

City Parcel:

Orch Parcel:

Exhibit B
Depiction of
Access and Gate Easement Area