

**ACCESS EASEMENT****Drafted by:**

City of Milwaukee, Office of the City Attorney

Recording Area

Name and Return Address

City of Milwaukee  
 Department of City Development  
 809 North Broadway – 2<sup>nd</sup> Floor  
 Milwaukee, WI 53202

Part of 466-9997-111

Parcel Identification Number (PIN)

**THIS ACCESS AND UTILITY EASEMENT** (the “**EASEMENT**”), made as of \_\_\_\_\_, 2020, is from the CITY OF MILWAUKEE (“**CITY**”), as the Grantor, to **CITY** (i.e. itself), as the Grantee, and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

**1. CITY Parcel; Easement Area.** **CITY** owns property in the City of Milwaukee, Wisconsin, with an address of 1900 South Marina Drive, Milwaukee WI and a tax key number of 466-9997-111 (the “**CITY Lot 2**”), and, for the purposes stated herein, **CITY** is willing to subject a portion of **CITY Lot 2** to this Easement, and to grant to itself the easement in and to a part of **CITY Lot 2** - which part is herein called the “**Easement Area.**” The Easement Area is legally described and depicted on **EXHIBIT A** attached.

**2. Adjoining Land.** **CITY** also owns property in the City of Milwaukee, Wisconsin, with an address of 1800 South Marina Drive, Milwaukee, WI, and a tax key number of 463-9992-000 (the “**CITY Lot 1**”). **CITY Lot 1** abuts the **CITY Lot 2** to the north.

**3. Easement Grant.** **CITY** hereby grants to itself, and subjects the **Easement Area** portion of **CITY Lot 2** to, this **Easement** in and to the **Easement Area**, for the sole purposes of (1) allowing pedestrian and vehicular access to **CITY Lot 1** via **the Easement Area**, and (2) to allow the placement of utilities for the benefit of **CITY Lot 1** in the **Easement Area**.

**4. Easement Area Restriction.** The Easement Area is 100’ wide by 145.41’ long and consists of a culvert structure over open water that connects the Grand Trunk Wetland to the Kinnickinnic River. Water must be allowed to pass under the culvert structure unobstructed. No structures or improvements may be constructed within the **Easement Area** except ordinary, walkways, roadways, driveways and

parking-lot surfacing, and improvements associated with habitat restoration (“**Permitted Improvements**”).

Any improvements, changes, or modifications within Easement Area cannot restrict the flow of water or fish passage between the Grand Trunk Wetland and the Kinnickinnic River.

**5. Successors and Assigns.** This **Easement** is binding on successors and assigns, including successor owners of **CITY Lot 2**. In the event of conveyance of **CITY Lot 2** (and/or that portion of it that contains the Easement Area), the term “**CITY**” as used herein shall be deemed to mean the new owner, as successor to **CITY**.

**6. Amendment; Termination.** This **Easement** may only be amended or terminated via a written agreement.

**7. Recording.** This Easement shall be recorded with the Milwaukee County Register of Deeds by **CITY**.

[Signature page follows].

**IN WITNESS WHEREOF**, CITY caused this document to be duly executed as of the date first written above.

**CITY:**  
CITY OF MILWAUKEE

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
Jim Owczarski, City Clerk

Countersigned

By: \_\_\_\_\_  
Aycha Sawa, Comptroller

City Common Council Resolution File  
No.: \_\_\_\_\_, adopted on  
\_\_\_\_\_, 2020.

**CITY ATTORNEY  
APPROVAL/AUTHENTICATION**

Jeremy R. McKenzie as a member in good standing of the State Bar of Wisconsin, hereby approves the signature of the CITY representative above per M.C.O. 304-21, and also authenticates that signature per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

By: \_\_\_\_\_  
Jeremy R. McKenzie  
Assistant City Attorney  
State Bar No. 1051310

# EXHIBIT A

100' x 145.41'  
Access & Utility  
Easement

