

Document No.

**TERMINATION OF ACCESS EASEMENT
DECLARATION AND RELEASE OF EASEMENT**

Return to:
Christina L. Ruud, Esq.
Rose & deJong, S.C.
161 S. First St., Suite 400
Milwaukee, WI 53204

See Exhibit A
Parcel Number

THIS AGREEMENT is made and entered into this ___ day of _____, 2017 (the "Effective Date"), by and between Graceville, LLC, a Wisconsin limited liability company ("Declarant"), and the City of Milwaukee (the "City").

RECITALS:

WHEREAS, Declarant is the owner of, and has title to, the real estate located in the City of Milwaukee which is described on Exhibit A, attached hereto and incorporated herein (the "Property");

WHEREAS, pursuant to the certain Access Easement Declaration dated December 1, 2003 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on December 2, 2003 as Document No. 8692354 (the "Declaration"), Declarant granted to the City an Easement (as that term is defined in the Declaration) over that portion of the Property described on Exhibit B, attached hereto and incorporated herein;

WHEREAS, Declarant desire to terminate the Declaration and release the Easement as set forth herein; and

WHEREAS, the City desires to consent to the termination of the Declaration and the release of the Easement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto agree as follows:

1. Termination of Declaration. As of the Effective Date, the Declaration is terminated and all rights and obligations of the parties under, in and to the Declaration shall terminate and be released as of such date.

2. Release of Easement. As of the Effective Date, the City does hereby release all right, title and interest which the City may have in the Easement, together with any right, title and interest which the City may have in the Property arising out of such Easement, it being the intent of the City to release the Easement in its entirety.

3. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

4. Amendment. This Agreement shall not be amended except by the written agreement of the parties.

5. Successors and Assigns. This Agreement shall be binding upon and insure to the benefits of the parties hereto and their respective successors and assigns.

6. Severability. If any provisions of this Agreement shall, under any circumstances, be deemed invalid or inoperative, this Agreement shall be construed as though the invalid or inoperative provision was deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

7. Execution. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the undersigned have executed the foregoing instrument at _____, Wisconsin as of the date first written above.

DECLARANT:

GRACEVILLE, LLC, a Wisconsin limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this _____ day of _____, 2017, the above-named _____, to me known to be the _____ of Graceville, LLC, who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

[Signatures continued on the following page.]

IN WITNESS WHEREOF, the undersigned have executed the foregoing instrument at Milwaukee, Wisconsin as of the date first written above.

CITY:

CITY OF MILWAUKEE

By: _____
Ghassan Korban, Commissioner of Public Works

By: _____
Martin Matson, Comptroller

Assistant City Attorney Jeremy R. McKenzie, as a member in good standing of the Wisconsin State Bar, hereby authenticates the signatures of City signatories identified herein under Wis. Stat. 706.06 so this document may be recorded in the Milwaukee County Register of Deeds Office per Wis. Stat. 706.05 (2)(b).

Date: _____

Jeremy R. McKenzie Asst. City Attorney

WI State Bar No. 1051310

Common Council File Number _____

Drafted by:

Christina L. Ruud, Esq.
Rose & deJong, S.C.
161 S. First Street
Suite 400
Milwaukee, Wisconsin 53204

EXHIBIT A

(Legal Description of the Property)

Certified Survey Map No. 7509, being a division of Lots 8, 9 and 10 and part of Lots 7 and 11 in Block 37 in plat of Milwaukee, in the Southwest 1/4 of the Southwest 1/4 of Section 28 and the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Tax Key No.: 397-0511-000

Address: 318-324 N. Water Street, Milwaukee, Wisconsin

EXHIBIT B

(Legal Description of the Easement)

[See attached]