

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary

101 S. Webster St.
P.O. Box 7921
Madison, Wisconsin 53707
Telephone 608-266-2153
FAX 608-267-2750
TTY Access Via Relay - 711
Karl.Hansen@dnr.state.wi.us

April 20, 2006

In Reply Refer to: E-1996

RONALD D LEONHARDT
200 E WELLS ST RM #205
MILWAUKEE, WI 53202-3515

RE: Donation of an easement in Milwaukee County from the City of Milwaukee

Dear Sir/Madam:

The State of Wisconsin, Department of Natural Resources has acquired a conservation easement on the following described land by conveyance dated May 2, 2005. However, the assessor should consider any negative effect the easement may cause on the property value. The described land remains on assessment and tax rolls.

T.7 N., R.22 E., City of Milwaukee, Milwaukee County, Wisconsin:
Section 30: see attached easement

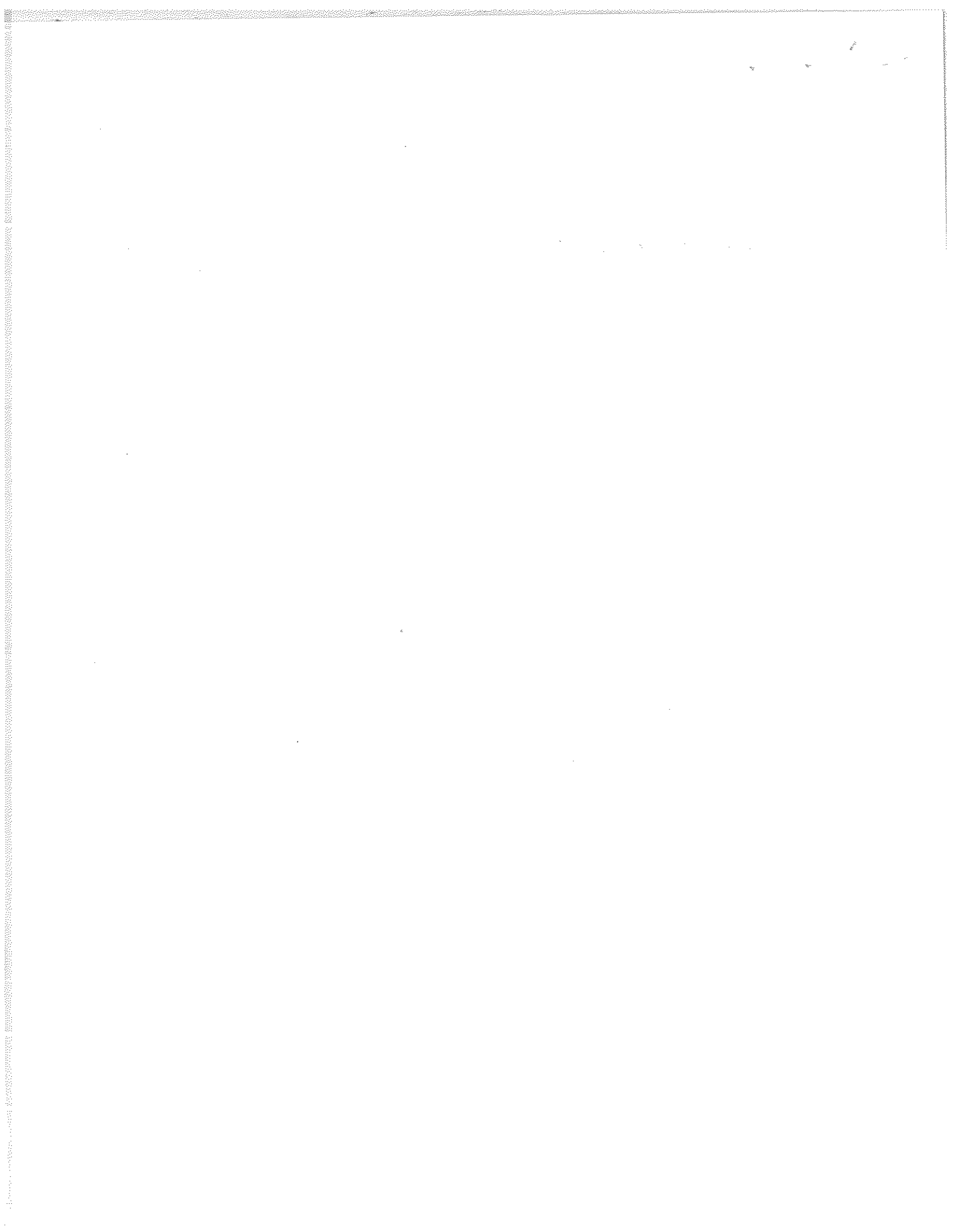
This letter is informational and intended to inform you that this conservation easement has been recorded in the Register of Deeds Office.

Sincerely,

Karl E. Hansen
Closing Officer
BUREAU OF FACILITIES AND LANDS

KEH:keh

cc: DANIEL DILIBERTI -- COUNTY TREASURER
MARY REAVEY; ASSM'T COMM. -- ASSESSOR City of Milwaukee
James Murphy -- SUPERVISION OF ASSESSMENTS
Jim Morrissey, Milwaukee (SER) -- REGION
FRANK HUMPHREY, DIR., BUREAU OF LOCAL FINANCIAL ASSISTANCE
MARK RYAN -- COUNTY CLERK



15

COOPERATIVE TRAIL
EASEMENT AGREEMENT

Document Number

Document Title



DOC.# 09164522

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 01/13/2006 01:37PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 39.00

BY THIS AGREEMENT, the City of Milwaukee, hereinafter referred to as CITY, in consideration of One (\$1.00) Dollar and the mutual covenants hereinafter set forth, does hereby convey to the State of Wisconsin, Department of Natural Resources, hereinafter referred to as the DNR, a nonexclusive easement for the purpose of developing, operating, repairing and maintaining a recreational trail on the following described property in the City of Milwaukee:

Recording Area

Name and Return Address

Mr. Harry A. Stein
Assistant City Attorney
City Attorney's Office
200 East Wells Street, Room 800
Milwaukee, WI 53202

The land subject to this conveyance, hereinafter referred to as the "Property", is identified in the attached Exhibit A.

Parcel Identification Number (PIN)

1. The DNR shall develop, maintain, operate and repair, a public recreational and commuting trail on the above-described Property for the purpose of bicycling, rollerblading, walking or other mutually agreed upon compatible uses, as determined through the master planning process.
2. A Memorandum of Agreement has been reached between the CITY and DNR to set forth agreements and understandings regarding the acquisition, development, repair, replacement and operation of the Hank Aaron State Trail ("Trail") located in the City of Milwaukee. The Memorandum of Agreement, was approved by the Milwaukee Common Council on July 7, 2004, via file number 040006 and is attached hereto as Exhibit B.
3. All fencing, surveying, signing, and similar activities, which are related to the development, maintenance, repair and operation of the Trail shall be the responsibility of the DNR or as designated in the Memorandum of Agreement.

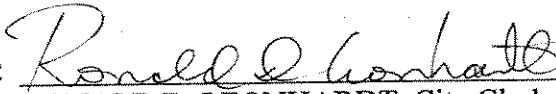
4. The CITY reserves the right to convey other easements on the Property including utility easements in and to the Property. The CITY must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the Trail corridor within CITY land. Guidelines relating to easements for the driveways and road crossings will be provided to the CITY by DNR. If requests for crossings do not conform to DNR guidelines, the CITY will make a good faith effort to provide alternatives or deny the request. All proceeds from these transactions shall be payable to the CITY. If the CITY conveys any additional easements within the Property, the CITY will require the respective grantees to restore the recreational Trail to the satisfaction of the DNR.
5. The DNR will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the recreational trail or any portion of the Property.
6. The DNR shall pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this easement agreement.
7. The CITY is an independent party and has no control over the employment, discharge, compensation of or services rendered by the DNR employees or contractors..
8. In the exercise of its rights herein, including but not limited to the operation of the Property as a public recreational and commuting trail, the DNR shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.

9. In connection with the performance of any work under the easement, the DNR agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in s. 51.01(5), Stats., race, religion, sex, color, sexual orientation or national origin regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
10. The DNR and the CITY agree that the provisions of Chapter NR 45, Wisconsin Administrative Code, are applicable to the Property. Pursuant to s. NR 45.01(1), Wisconsin Administrative Code, the DNR maintains management, supervision, and control over the property for the purpose of enforcing Chapter NR 45, Wisconsin Administrative Code, when needed to protect the Property. The CITY will provide customary patrolling, law enforcement, and fire services.
11. Boundary disputes, trespass and other claims shall be the responsibility of the CITY. Should any of the adjacent landowners challenge the City and/or the State of Wisconsin's right to develop this trail by way of court action in either State or Federal court, or by other judicial or administrative challenge, the State will fully defend its rights to develop, in conjunction with the CITY, the trail which is the subject of this easement agreement.
12. The title to the Property shall automatically revert to and re-vest in the CITY without reentry upon the abandonment of the use of the same for recreational trail purposes or upon non-use of the same for a period of two years.
13. This easement agreement shall be deemed in effect as of the date first written below and for a period of ninety nine (99) years.

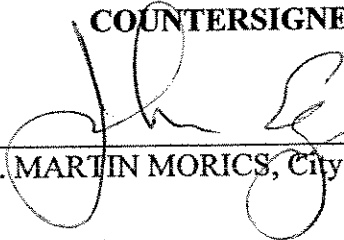
IN WITNESS WHEREOF, the CITY OF MILWAUKEE executed this easement this 14TH day of DECEMBER, 2004.

CITY OF MILWAUKEE

By: 
TOM BARRETT, Mayor

By: 
RONALD D. LEONHARDT, City Clerk

COUNTERSIGNED:

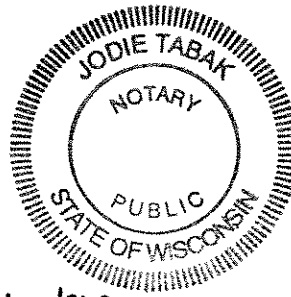
By:  SPECIAL DEPUTY
for W. MARTIN MORICS, City Comptroller *Ch*

The terms of this easement agreement accepted this 2nd day of May,
2005.

**STATE OF WISCONSIN,
DEPARTMENT OF NATURAL RESOURCES**

By: 
SCOTT HASSETT, Secretary

This document was drafted by the
Department of Natural Resources



STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

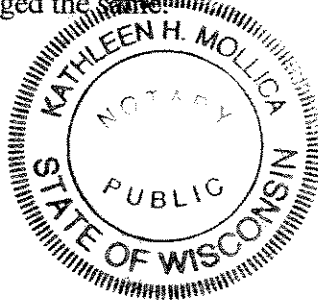
Personally came before me this 14 day of December, 2004, Tom Barrett, Mayor of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Jodie Tabak
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 10/9/08

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 17th day of December, 2004, Ronald D. Leonhardt, City Clerk of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Kathleen H. Mollica
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 2-10-08



STATE OF WISCONSIN)
)ss.
DANE COUNTY)

Personally came before me this 2nd day of May, 2004, Scott Hassett, secretary of the above-named State agency, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Michael A. Lutz
NOTARY PUBLIC, State of Wisconsin
My Commission Expires: 15 permanent

HAS/kg

06-03-04

1047-2004-1207:81565

EXHIBIT A

(To be filed prior to recording.)

Parcel A

That part of Out Lots 9, 10, 11 and 13 in Rogers Subdivision, a recorded subdivision, in the Southeast 1/4 of Section 30, Township 7 North, Range 22 East, described as follows: Commencing at the point of intersection of the east line of North 16th Street and the dock line of the right bank of the Menomonee River, established per Ordinance No. 606, Common Council File No. 64-2599-a, adopted on December 1, 1964; thence East, along said dock line, 20.59 feet to a point; thence South $87^{\circ}15'14''$ East, continuing along said dock line, 686.82 feet to a point; thence South $71^{\circ}29'40''$ East, continuing along said dock line, 185.59 feet to its point of intersection with the westerly line of North Emmer Lane; thence South $32^{\circ}58'20''$ West, along said westerly line, 287.26 feet to a point; thence North $03^{\circ}44'53''$ East 36.87 feet to a point lying 18.00 feet northwesterly of, as measured normal to, said westerly line; thence North $32^{\circ}58'20''$ East, parallel to said westerly line, 63.73 feet to a point; thence North $23^{\circ}49'40''$ East 56.55 feet to a point of curve; thence Northwesterly 121.12 feet along the arc of said curve which has a radius of 85.00 feet with its center lying to the southwest having a central angle of $81^{\circ}38'28''$ and whose cord bears North $16^{\circ}59'34''$ West 111.13 feet to a point of compound curve; thence Northwesterly 77.08 feet along the arc of said curve which has a radius of 150.00 feet with its center lying to the southwest having a central angle of $29^{\circ}26'26''$ and whose chord bears North $72^{\circ}32'01''$ West 76.23 feet to a point of tangency, said point lying 30.00 feet southerly of, as measured normal to, said established dock line; thence North $87^{\circ}15'14''$ West, parallel to said dock line, 637.67 feet to a point; thence South $66^{\circ}50'35''$ West 48.04 feet to a point in the east line of North 16th Street, said point lying 50.00 feet south of, as measured normal to, said dock line; thence North $00^{\circ}05'40''$ East, along said east line, 50.00 feet to the point of commencement.

The above described parcel contains 35,177 square feet or 0.8075 acres of land more or less.

Parcel B

That part of Parcel 1 of Certified Survey Map No. 3628, in the Southwest 1/4 of Section 30, Township 7 North, Range 22 East, described as follows: Commencing at a point lying in the dock line of the right bank of the Menomonee River, established per Ordinance No. 606, Common Council File No. 64-2599-a, adopted on December 1, 1964; said point being the northeast corner of Parcel 1; thence West, along said dock line and the north line of Parcel 1, 855.10 feet to a point; thence South $83^{\circ}23'33''$ West, continuing along said dock line and said north line, 529.32 feet to a point lying 20.00 feet easterly of, as measured normal to, the present easterly line of North 25th Street; thence South $06^{\circ}37'51''$ East, parallel to said easterly line, 55.66 feet to a point; thence North $56^{\circ}02'25''$ East 51.49 feet to a point lying 32.00 feet southerly of, as measured normal to, said established dock line and the north line of Parcel 1; thence North $84^{\circ}42'25''$ East 392.31 feet to a point lying 41.00 feet southerly of, as measured normal to, said dock line and said north line; thence North $73^{\circ}02'57''$ East 90.00 feet to a point lying 25.00 feet south of, as measured normal to, said dock line and said north line; thence East, parallel to said dock line and said north line, 855.00 feet to a point in the east line of Parcel 1; thence North $00^{\circ}05'40''$ East, along said east line, 25.00 feet to the point of commencement.

The above described parcel contains 40,650 square feet or 0.9332 acres of land more or less.

399

S.E. 1/4 SEC. 30, T.7N., R.22E.

MENOMONEE RIVER

EST. DOCK LINE

30.00

S.87°15'14"E. 686.82

N.87°15'14"W. 637.67'

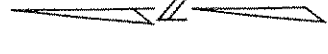
S.66°50'35"W. 48.04'

N.00°05'40"E. 50.00

St. N. 16th

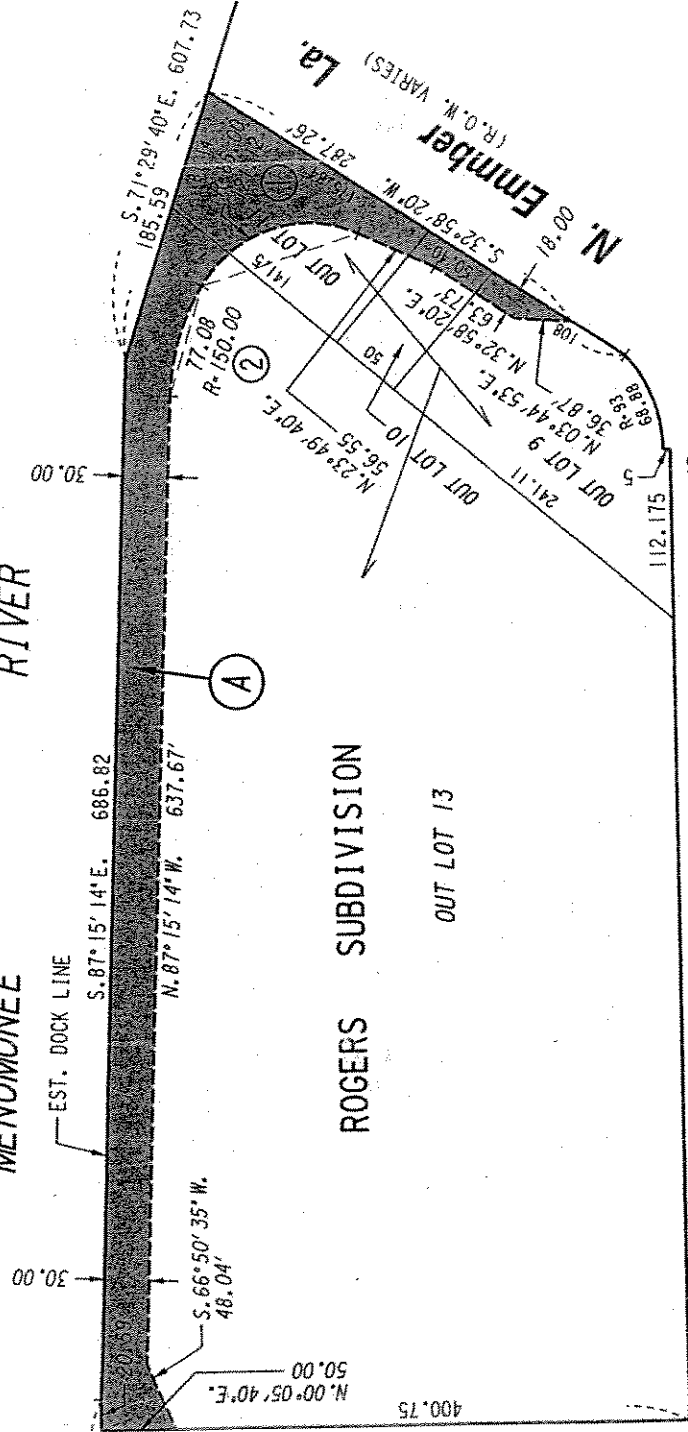
ROGERS SUBDIVISION

OUT LOT 13



- ①
- R. 85.00'
- A. 121.12'
- C. 111.13'
- I < 81°38'28"
- D < 40°49'14"
- C.B. N.16°59'34"W.

- ②
- R. 150.00'
- A. 71.08'
- C. 76.23'
- I < 29°26'26"
- D < 14°43'13"
- C.B. N.72°32'01"W.



St.

SEC. LINE

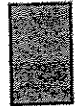
W. Canal

(112' R.O.W.)

CENTRAL DRAFTING & RECORDS
 TRANSPORTATION SECTION
 INFRASTRUCTURE SERVICES DIVISION
 CITY OF MILWAUKEE

SCALE: 1" = 100' DATE: JAN. 20, 2005

HANK AARON TRAIL EASEMENT



400

S.W. 1/4 SEC. 30, T.7N., R.22E.

RIVER

MENOMONEE

EST. DOCK LINE

WEST

EAST

CS PUBLIC RIVERWALK

N.00°05'40"E. 25.00

855.00

N.73°02'57"E. 90.00

S.83°23'33"W. 747.38
549.32

N.84°42'25"E. 392.31

N.56°02'25"E. 51.49

20' EASEMENT FOR BIKE TRAIL TO BE ACQUIRED IN CONJUNCTION WITH W. CANAL ST. PAVING PROJECT.

N. 25th St.
(R.O.W. VARIES)

C.S.M. NO. 3628

PARCEL 1

PAR. 2

R-12125.89 529.09

R-402.41

131.00

R-382.41

156.04

523.05

300.00

71.20

71.20

W. Canal

St.

SEC. LINE

(R.O.W. VARIES)

HANK AARON TRAIL EASEMENT



CENTRAL DRAFTING & RECORDS
TRANSPORTATION SECTION
INFRASTRUCTURE SERVICES DIVISION
CITY OF MILWAUKEE

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF MILWAUKEE AND
THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

I. Introduction

The purpose of this Memorandum of Agreement, (MOA) is to set forth the agreements and understandings which have been reached between the City of Milwaukee, (City) and the State of Wisconsin Department of Natural Resources (DNR) regarding the acquisition, development, replacement and operation of approximately 6 miles of trail located in the City of Milwaukee, Milwaukee County between Lake Michigan and the County's Doyme Park.

The DNR is interested in developing, replacing, maintaining, and operating a trail on the corridor for commuting and recreational trail purposes. The City of Milwaukee and the DNR agree to work together to achieve their mutual goals as set forth below.

II. Description of the Property

The map attached to this MOA dated May 20, 2004 describes in general the recreation corridor as it is anticipated to appear when completed. While the map shows an off-street trail along Erie Street, the intent is to provide bike lanes subject to the provisions of Section IV.2. The provisions of this agreement apply only to the links identified as the Hank Aaron State Trail and not to "Future Opportunity Areas" or "Proposed Riverwalk" etc. An exact legal description of the property(ies) will be provided upon the execution of trail easements. In cases where the off-street trail is located within City right-of-way, a permissory resolution will be provided and a permit issued describing the location of the trail.

III. Consideration

The DNR will take full responsibility for the management of the trail. It is understood that they may do this either with DNR staff or through contracts with other entities. They may also create agreements with adjacent property owners, units of government, or private organizations to provide a high level of quality and safety for all trail users.

It is expected that adjacent property owners will pick up any debris on or along the trail that is the result of an event sponsored or housed on that property.

In the exercise of its rights herein, including but not limited to the operation of the eased property as a recreational and commuting trail, the DNR and the City shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.

IV. Obligations of the City of Milwaukee

1. The City of Milwaukee agrees to prepare and provide mutually acceptable non-exclusive trail easements to the DNR for agreed upon off-street trail segments on city owned lands for the purpose of developing, operating, repairing, and maintaining the trail
2. For agreed upon on-street trail segments, the City will install any pavement markings, install signage to be provided by the DNR, and provide on going maintenance of the

facility. Any necessary geometric changes to accommodate the bicycle facilities shall be approved by the DNR and coordinated with the City or City sponsored work affecting the trail. If construction is occurring as part of a development, the accommodation of the trail will be addressed as part of that development. The DNR will fund necessary geometric changes that can not be accomplished as part a development or other roadwork.

3. For the segment between 6th Street and Miller Park where an off-street trail within City right-of-way will be provided, the City will provide a permissory resolution and issue permits to the DNR allowing the DNR to develop, maintain, repair and operate a recreation and commuting trail. The City retains the right to issue non-conflicting easements, leases or permits to others for trail crossings, adjoining landowner needs and utilities, but shall not enter into agreements that would materially alter the trail or its uses.
4. The City agrees to take responsibility for the management, engineering, construction, and contract administration of the existing 44th Street segment Congestion Mitigation & Air Quality (CMAQ) grant in possession of the City for the development of the trail. The City will take responsibility for any cost overruns associated with implementation of the 44th Street segment grant.
5. For agreed upon off-street trail segments on private property within the 44th Street segment, the City will prepare and acquire surface trail easements with conveyance to the DNR. Any costs associated with acquisition or relocation shall be funded by grant and local match funds or with prior consent, the DNR.
6. The City agrees to take responsibility for the management, engineering, construction, and contract administration of the existing grant to develop a separated/parallel 10' wide asphalt trail adjacent to Canal Street between Miller Park and 6th Street as part of the reconstruction of Canal Street. Since portions of this alignment differ from those indicated in the original grant agreement, the City will seek the consent for those changes from the Department of Transportation, the grant administrator. The DNR has agreed to the use of the grant for development of this portion of the trail, but will not be responsible for the local match to this segment of the trail. Any remaining grant funds will be used to develop portions of the trail as identified in the original grant application (i.e. Airline Yards).
7. The City agrees to take responsibility for the right-of-way acquisition and construction phases associated with the existing Congestion Mitigation & Air Quality grant project for the development of a ramp and stairway off of the Sixth Street Bridge and trail segment to attach to Pittsburgh Street. The City will implement the design provided by the DOA's contractor for this segment, provided sufficient grant funds are available.
8. The City agrees the trail will meet DNR and AASHTO trail standards for the uses permitted to the extent practical. Any exceptions to these standards shall be permitted by mutual consent. The DNR will have the opportunity for review and input on all design and engineering documents prior to the development of any segments implemented by the City.
9. The City agrees that any advertising or display materials relating to the trail shall clearly identify the property as Hank Aaron State Trail and that it is under the management of the DNR. No additional commercial advertising shall be allowed in the trail corridor, other than signs providing directional information about trail-related services.
10. The City will provide assistance with patrolling, law enforcement, and fire service.
11. The City will provide the DNR with a reasonable time frame for review and input on all design & engineering documents affecting the Hank Aaron State Trail prior to the

finalization of documents for the development of any segments developed by the City of Milwaukee or an entity working with the City.

V. Obligations of the Department of Natural Resources

1. The DNR will designate the trail as a "State Trail" under section NR 51.73, Wis. Adm. Code. The trail will be included in any appropriate list of state trails.
2. The DNR will participate in or conduct public meetings, which may be necessary for the establishment and development, management, and improvements of the trail project.
3. The DNR will coordinate and prepare a master plan for the trail. Specific recreational uses are determined through the master planning process.
4. The DNR will provide the 20% match to the existing CMAQ grants (44th Street segment and the 6th Street Ramp segment) obtained for the development of the trail (with the exception of the trail segment build in conjunction with the redevelopment and extension of Canal Street).
5. The DNR agrees to take responsibility for the design engineering (including development of the right-of-way plat) associated with the existing Congestion Mitigation & Air Quality grant project for the development of a ramp and stairway off of the Sixth Street Bridge and trail segment to attach to Pittsburgh Street.
6. The DNR will take responsibility for the on-going maintenance and operation of all portions designated as Hank Aaron State Trail, with the exception of on-street portions, which will be the responsibility of the City.
7. The DNR will take responsibility for completion of segments within the Stadium District.
8. The DNR will take responsibility for management and establishment of landscaping and habitat improvements on segments within the Stadium District and segments along the Menomonee River between 25th Street and Emmer Lane. Future segments may be added to this responsibility. In the event adjoining entities prefer a more intensely manicured landscape, those entities through agreement with the DNR, may opt to maintain the corridor on their own.
9. The DNR agrees to work with the City and other stakeholders to determine the alignment and configuration of the trail within the property known as the Airline Yards. Funding for the development of this segment will be pursued.
10. The DNR will take responsibility for enforcement of state statutes pertaining to trail use, snow removal, sweeping the trail, trash pick up, and other operational needs. In cases where the Hank Aaron State Trail functions as a public sidewalk (located within City right-of-way between the curb line and property line), the DNR shall take responsibility for snow removal in accord with City Ordinances.
11. The DNR will provide all trail signage, both directional and interpretive.
12. The DNR will coordinate with and provide staff assistance for the Friends of the Hank Aaron State Trail.
13. The DNR will provide the City with a reasonable time frame for review and input on all design & engineering documents affecting the Hank Aaron State Trail prior to the finalization of documents for the development of any segments developed or implemented by the DNR.

VI. General

1. This Memorandum of Agreement is subject to all applicable laws and regulations.
2. This Memorandum of Agreement may be revised by mutual written agreement of the DNR and the City.
3. An annual meeting between the City and DNR will take place to review development and acquisition progress, operational problems, and maintenance standards needing attention and to exchange ideas and information for the good of the trail project.
4. The MOA shall not be construed as creating a public debt on the part of the DNR in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations and grants.
5. The parties agree that the provisions of Chapter NR 45.04(1)(a), Wisconsin Administrative Code, remain applicable to the Premises. Pursuant to NR 45, Wisconsin Administrative Code, the Department retains management, supervision, and control over the Premises for the purpose of enforcing Chapter 45, Wisconsin Administrative Code, when needed to protect the Premises. Daily routine enforcement remains the responsibility of the City and the County.

IN WITNESS WHEREOF, the DNR and the City have caused this memorandum to be executed in their respective names by their respective duly authorized representatives.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By _____
Scott Hassett, Secretary

Dated

CITY OF MILWAUKEE

By Joseph J. Mantel
Commissioner, Department of Public Works

12-9-04
Dated

1. This Memorandum of Agreement is subject to all applicable laws and regulations.
2. This Memorandum of Agreement may be revised by mutual written agreement of the DNR and the City.
3. An annual meeting between the City and DNR will take place to review development and acquisition progress, operational problems, and maintenance standards needing attention and to exchange ideas and information for the good of the trail project.
4. The MOA shall not be construed as creating a public debt on the part of the DNR in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations and grants.
5. The parties agree that the provisions of Chapter NR 45.04(1)(a), Wisconsin Administrative Code, remain applicable to the Premises. Pursuant to NR 45, Wisconsin Administrative Code, the Department retains management, supervision, and control over the Premises for the purpose of enforcing Chapter 45, Wisconsin Administrative Code, when needed to protect the Premises. Daily routine enforcement remains the responsibility of the City and the County.

IN WITNESS WHEREOF, the DNR and the City have caused this memorandum to be executed in their respective names by their respective duly authorized representatives.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By Scott Hassett

5/2/05

Scott Hassett, Secretary

Dated

CITY OF MILWAUKEE

By Jeff Mante
Commissioner, Department of Public Works

12-9-04

Dated

