

Document Number

Document Title

**OPEN SPACE RESTRICTION  
AGREEMENT**

File No. 180584

Recording Area

This document was drafted by and after recording  
should be returned to:

Adam F. Jardine  
Reinhart Boerner Van Deuren s.c.  
1000 N. Water Street, Suite 1700  
Milwaukee, Wisconsin 53202

Parcel Identification Number (PIN):

Part of 318-0081-110

**OPEN SPACE RESTRICTION AGREEMENT**  
**CAO DOC 250974 (GH 7-17-2018)**

This Open Space Restriction Agreement (this “**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Columbia St. Mary’s Hospital Milwaukee, Inc. (“**Owner**”) (formerly known as St. Mary’s Hospital of Milwaukee) and the City of Milwaukee, a Wisconsin municipal corporation (“**City**”).

**RECITALS**

A. Owner owns the real property more particularly described on **Exhibit A** attached hereto (the “**Property**”).

B. Owner desires to grant to the City, and the City is willing to accept, an open space restriction upon the area located on the Property more fully described and depicted as the “Permanent Open Space” on the attached **Exhibit B** (herein called the “**Open Space Area**”), on the terms and conditions contained herein. The parties enter this Agreement in furtherance of establishing the restrictions contemplated by Detailed Plan Development File No. 060259.

**AGREEMENTS**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, covenant and agree for themselves, and their successors and assigns as follows:

1. **Open Space Restriction.** The Open Space Area shall be used only as open space, without structures, and it shall be maintained in a natural condition. The following improvements are permissible within the Open Space Area: grass; plants; bushes; trees; customary utility service facilities to provide sewer, water, gas and electrical service to structures not located in the Open Space Area; pedestrian walkway; and the existing iron fence.

The following improvements are not permissible within the Open Space Area: any improvement not listed above as a “permissible” improvement; structures; sheds; pergolas; decks; benches; new fences located within the Open Space Area (any fence not presently in the Open Space Area as of the date of this Agreement); swingsets; driveway.

2. **Binding Effect.** The restrictions herein shall be deemed a restrictive covenant that runs with the land and that is binding upon and that inures to the benefit of the parties hereto and their respective successors, assigns, tenants and occupants.

3. **Notices.** Notices under this Agreement shall be delivered in person or be sent by U.S. mail, postage prepaid, to the other party per the following. Notices sent by the City to the Owner may be sent to the address of the Property or to the address to which the Owner’s property tax bills, if any, are sent. Notices sent by the Owner to the City may be sent to: City of Milwaukee, Department of City Development, 809 N. Broadway, 2<sup>nd</sup> Floor, Milwaukee, WI, 53202.

4. **Miscellaneous.**

(a) Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Open Space Area or any other portion of the Property to the general public or for any public use whatsoever.

(b) All provisions of this Agreement, including the benefits and burdens, run with the Property.

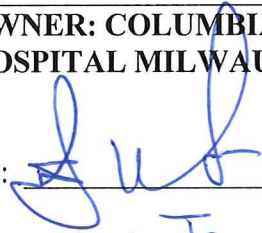
(c) This Agreement may only be amended, modified or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to this Agreement or their successors or assigns, and any such declaration shall be recorded in the Milwaukee County Register of Deeds Office.

(d) If any provision of this Agreement is held to be invalid by any court, the invalidity of that provision shall not affect the validity of the remaining provisions of this Agreement.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

(f) This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto entered this Agreement as of the date first written above.

<b>CITY: THE CITY OF MILWAUKEE</b> By: _____ Mayor Tom Barrett <b>CITY CLERK</b> _____ James R. Owczarski, City Clerk <b>COUNTERSIGNED</b> _____ Martin Matson, City Comptroller  City Common Council Resolution File # <u>180584</u>	<b>OWNER: COLUMBIA ST. MARY'S HOSPITAL MILWAUKEE, INC.</b> By:  _____ Name Printed: <u>Jan Sohn</u> Title: <u>CFO</u>
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## **EXHIBIT A – THE PROPERTY**

**Address:** 2320 N. Lake Drive, Milwaukee, WI

**TIN:** 318-0081-110

### **Legal Description:**

Commencing at the Southeast corner of said Southwest 1/4 Section; thence South 88°51'30" West along the South line of said 1/4 Section, 181.58 feet to the point of beginning of lands hereinafter described; thence continuing along said south line South 88°51'30" West 365.65 feet to a point on the Easterly line of North Lake Drive; thence North 33°43'30" East along said Easterly line 924.56 feet to a point; thence South 56°09'51" East 150.00 feet to a point; thence North 33°43'30" East 17.75 feet to a point; thence South 56°09'51" East 150.01 feet to the Westerly line of North Terrace Avenue; thence South 33°43'30" West along said Westerly line 732.70 feet to the point of beginning.

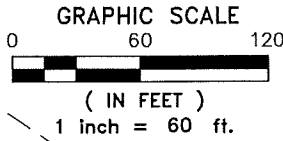
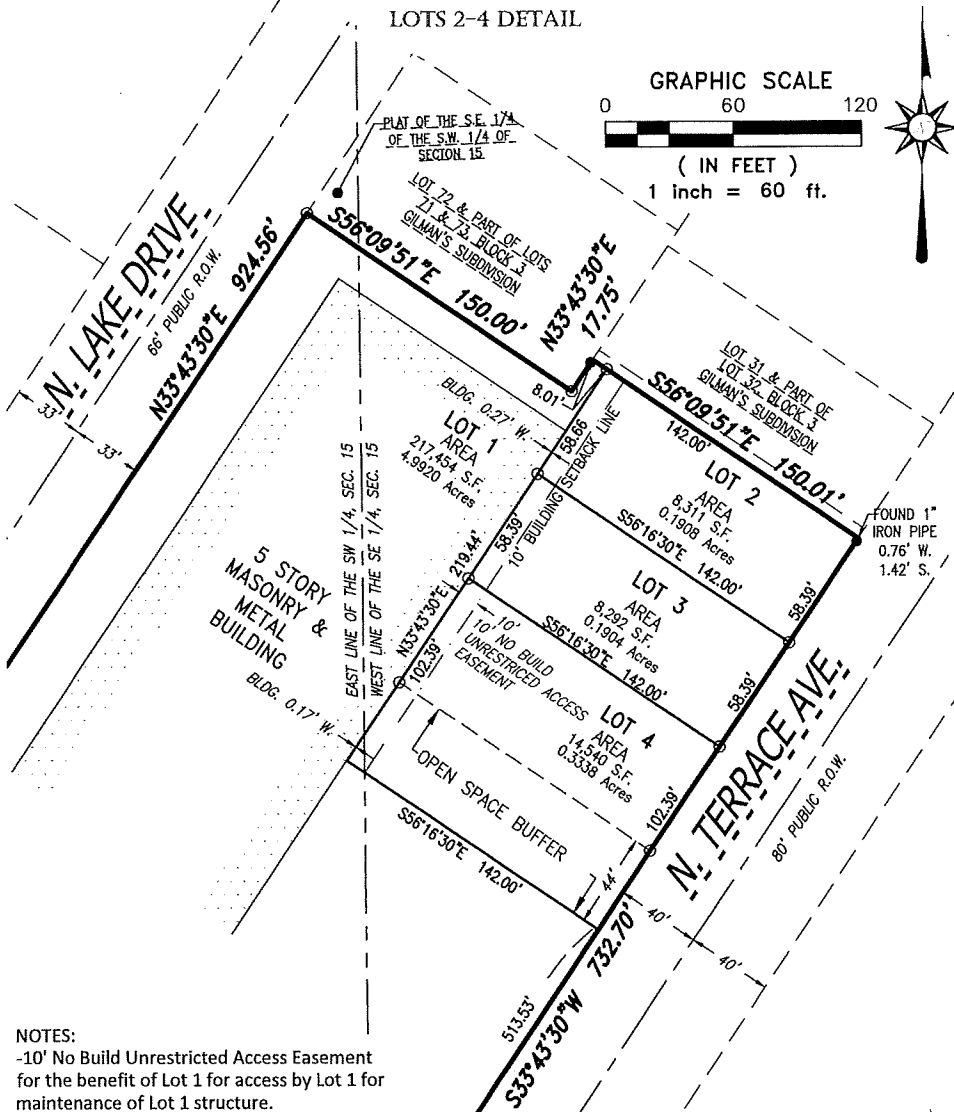
**EXHIBIT B –OPEN SPACE AREA**

The Open Space Area is part of the Property and is labeled and depicted on the drawing attached hereto as the 44' by 142' "**Open Space Buffer**" area that is expected to be the Southerly 44 feet of Lot 4 of the Certified Survey Map, approval of which is part of City of Milwaukee Common Council File No. 180632. That Certified Survey Map will be recorded in the Milwaukee County Register of Deeds Office after City approval, and that Certified Survey Map is referred to internally by the City of Milwaukee Department of City Development as DCD No. 3183.

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A redivision of all of Lots 33-37, 74 and 75 and part of Lots 32 and 73, in Block 3, Gilman's Subdivision and portion of vacated North Terrace Avenue adjacent also part of the Plat of the Southeast 1/4 of the Southwest 1/4 of Section 15, all in the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 7 North, Range 22 East, City of Milwaukee, Milwaukee County, Wisconsin.

## LOTS 2-4 DETAIL



**NOTES:**

-10' No Build Unrestricted Access Easement for the benefit of Lot 1 for access by Lot 1 for maintenance of Lot 1 structure.

-Open Space Buffer: Subject to Open Space Restrictions, Doc. No. \_\_\_\_\_ recorded \_\_\_\_\_

**LEGEND**

- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- Indicates found 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- ✚ Indicates found chiseled cross.

This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

