

	EASEMENT
Document Number	Document Title

EASEMENT FOR
MAINTENANCE / STORAGE SHED

(All Hands Boatworks, Inc.)

Recording Area

Name and Return Address

Mary L. Schanning
City of Milwaukee
841 N. Broadway, 7th Floor
Milwaukee, WI 53202

Tax Key Number:
398-0903-100

Drafted By:
Mary L. Schanning
Assistant City Attorney
City of Milwaukee

1047-2015-1062:214748

THIS EASEMENT FOR MAINTENANCE / STORAGE SHED ("Easement") is made and entered into as of this ____ day of May, 2015, and is by and between **THE CITY OF MILWAUKEE** ("CITY") and **ALL HANDS BOATWORKS, INC.**, a Wisconsin non-stock corporation ("GRANTEE").

RECITALS

A. CITY owns land located at 1313 West Mount Vernon Avenue in the City of Milwaukee, as more fully described in Exhibit A (the "Property").

B. GRANTEE is an organization that exists to inspire young people challenged by socio-economic and educational hurdles to develop the skills, determination, and self-confidence to achieve goals as young adults. GRANTEE works with youth that work together to build wooden boats, learn to row and gain a better understanding of local freshwater resources through various on-the-water activities.

C. GRANTEE would like use a small portion of land located at the southeastern corner of the Property for its activities and to install a maintenance and storage shed to be utilized for its activities and in conjunction with the public boat launch located on the Menomonee River adjacent to the Property.

D. CITY believes GRANTEE's activities will facilitate greater use of an underutilized corner of the Property, promote activities along the Menomonee River and ensure continued public access to the river.

E. CITY authorized the execution of this Easement with GRANTEE via Common Council Resolution No. 150056 adopted _____, 2015.

EASEMENT

In consideration of the foregoing recitals and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF EASEMENT. CITY grants to GRANTEE a nonexclusive easement over, across and upon that portion of the Property shown on Exhibit B (the "Easement Area"). There shall be no monetary rent or payment required of GRANTEE to CITY for this Easement. CITY reserves the right to grant or create any additional easements over, across, upon, or under the Property provided said easements do not unreasonably interfere with GRANTEE's use of the Easement Area.

2. PURPOSE / USE. The Easement Area may be used by GRANTEE for the purpose of installing, using and maintaining a maintenance and storage shed that is no larger than 3,000 square feet (the "Shed") to be used in conjunction with GRANTEE's boat building and launching activities. The exact location of the Shed within the Easement Area shall be determined as part of the City of Milwaukee permitting process required for the construction of

the Shed. This Easement does not grant to GRANTEE the right to conduct any excavation of or underground use of the Easement Area. GRANTEE may not use the Easement Area in any way that unreasonably interferes with CITY's use or operation of the Property, the general public's use of the boat launch and Menomonee River adjacent to the Property, or the use of any third parties that are authorized to use any portion of the Property through existing leases or easements with CITY. GRANTEE acknowledges that CITY and the general public must be able to access the Easement Area and the adjacent public boat launch and Menomonee River and GRANTEE shall not impede or interfere with such access.

3. PERMITS AND APPROVALS. Prior to installation of the Shed, GRANTEE shall follow the standard City of Milwaukee approval and permitting process. Nothing in this Easement shall be construed as a waiver of any of CITY's standard permitting and approval process or requirements.

4. MAINTENANCE. In exchange for the granting of this Easement at no charge to GRANTEE, GRANTEE shall maintain the Easement Area and adjacent areas of the Menomonee River at all times in a good, clean and safe condition. GRANTEE's maintenance responsibilities shall include regular removal of trash and litter. GRANTEE shall also maintain its Shed in the Easement Area in a good, safe and structurally sound manner.

5. UTILITIES. In the event that GRANTEE wants or needs to utilize public utilities for its use of the Easement Area, it shall be GRANTEE's sole responsibility to contact the appropriate utility company to arrange and pay for extension of utility facilities to the Easement Area and installation of a separate meter for the utility services and to pay any costs associated with GRANTEE's utility use.

6. INDEMNITY. GRANTEE 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 on or about the Easement Area caused by the negligence or misconduct of or breach of this Easement by GRANTEE, its employees, agents, invitees or by any other person entering the Easement Area under express or implied invitation of GRANTEE or arising out of GRANTEE's use of the Property or the Easement Area. 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 Property or the Easement Area, 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.

7. TERM AND TERMINATION. This Easement shall continue in effect until such time that it is terminated by either CITY or GRANTEE. Either party may terminate this Easement at any time by providing the other party with at least 90 days written notice of its intent to terminate the Easement. Prior to termination of the Easement, GRANTEE shall remove the Shed and any other personal property placed or stored within the Easement Area by GRANTEE from the Easement Area and return the Easement Area to the same or better

condition as existed on the date of this Easement. Notice of termination shall be hand-delivered or mailed to the parties as follows:

To CITY: Commissioner of Public Works
841 N. Broadway
Milwaukee, WI 53202

To GRANTEE: All Hands Boatworks, Inc.
1845 North Farwell, Suite 100
Milwaukee, WI 53202

8. RECORDING. This Easement shall be recorded at the Milwaukee County Register of Deeds Office at GRANTEE's sole cost. The

IN WITNESS WHEREOF, The parties have caused this document to be executed on the _____ day of _____ 2015.

ALL HANDS BOATWORKS, INC.

BY _____
William J. Nimke, Executive Director

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2015, William J. Nimke, Executive Director of the above-named All Hands Boatworks, Inc., to me known to be the person who executed the foregoing instrument as authorized to do so by said corporation

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

CITY OF MILWAUKEE

BY _____
Ghassan Korban,
Commissioner of Public Works

BY _____
Martin Matson, Comptroller

Approved pursuant to Common Council
Resolution No. 150056 adopted on
_____, 2015.

Mary Schanning, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of Ghassan Korban and Martin Matson pursuant to Milwaukee Code of Ordinances § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

Mary Schanning, Asst. City Attorney
WI State Bar No. 1029016

EXHIBIT A

Legal description of the Property

EXHIBIT B

Diagram of the Easement Area