Document Number

Document Title

PRIVATE WATER FACILITIES EASEMENT

CAO DOC 253422, GH 2-04-2019

Drafted by:

Gregg Hagopian, Asst. City Attorney, City of Milwaukee

Recording Area

Name and Return Address

Fred Usinger, Inc. 1030 N. Old World Third Street Milwaukee, WI 53203

428-0571-000 428-0561-100

Parcel Identification Number (PIN)

THIS DOCUMENT, made as of _______, 2019, is between the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE ("RACM") and FRED USINGER, INC. ("Usinger").

1. Parcels.

A. RACM owns the following property ("RACM Parcel"):

Address: 207 E. Florida Street, Milwaukee, WI

TIN: 428-0571-000

Legal Description:

Parcel 1 of Certified Survey Map No. 5975, in the NE ¼ and in the SE ¼ of Section 32, T 7 N, R 22 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which CSM was recorded in the Register of Deeds Office on 5-2-1994 as Document No. 6942771.

B. Usinger owns the following property ("Usinger Parcel"):

Address: 303 E. Florida Street, Milwaukee, WI

TIN: 428-0561-100

Legal Description:

Parcel 1 and Parcel 2 of Certified Survey Map No. 5804, in the NE ¼ of Section 32 and in the NW ¼ of Section 33, T 7 N, R 22 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which CSM was recorded in the Register of Deeds Office on 2-17-1993 as Document No. 6731068.

- 2. <u>Easement.</u> RACM hereby grants to Usinger an easement in and to those portions of the RACM Parcel described and depicted on **EXHIBIT A and A1** attached as **Private Easement A** and **Private Easement B** (herein those areas are individually and collectively called the "Easement Area"), together with the right of ingress and egress to the Easement Area for the purpose of allowing Usinger, at its cost and expense, to locate, construct, maintain, inspect, repair, replace, reconstruct, and operate within the Easement Area the following underground water facilities ("Facilities") which traverse the RACM Parcel and which serve the Usinger Parcel:
 - Underground unmetered fire line B-8593
 - Underground main service feed B-9302.
- 3. <u>Maintenance.</u> Usinger is responsible for maintaining the Facilities and for keeping same in good condition and repair.
- **4.** <u>Hold Harmless, Minimize Interference.</u> In exercising its rights hereunder, Usinger shall conduct itself so as to minimize interference with RACM and with use, operation and activities at the RACM Parcel.

The Easement Area currently is landscaped with lawn, and improved with railroad tracks, ties and ballast. RACM may, in its discretion, keep the Easement Area improved with lawn or other landscaped vegetation, and with the railroad tracks, ties and ballast. RACM may, in its discretion, remove the railroad tracks, ties and ballast. RACM may, in its discretion, pave a portion or all of the Easement Area for use of same for such things as pedestrian or vehicular use (including sidewalks, bike paths, driveways, parking lots). RACM may, in its discretion, also fence the RACM Parcel so long as Usinger is provided access for ingress and egress to the Easement Area.

If, in exercising Usinger's rights hereunder, Usinger causes damage to, or disrupts, the RACM Parcel (or improvements thereto, such as landscaping or pavement or fencing), Usinger shall promptly replace or repair same, at Usinger expense, to substantially the same condition as existed previously.

Usinger will hold RACM harmless from loss or injury resulting from Usinger's (or anyone claiming by, through, or under Usinger) willful or negligent acts or omissions regarding the Easement Area or the exercise of Usinger rights hereunder.

Notwithstanding anything to the contrary contained herein, Usinger shall not undertake soil or land or improvement disturbing activities hereunder without first providing RACM with prior written notice of its planned activity, and Usinger shall undertake such activities expeditiously and in a manner that does not unreasonably interfere with or hinder the use of the Easement Area by RACM. Usinger shall promptly restore the Easement Area and RACM Parcel to its previously existing condition after any work or activity performed by Usinger (or those claiming by, through, or under Usinger) at or in the Easement Area or RACM Parcel.

5. <u>Recording</u>; <u>Miscellaneous</u>. This document: (a) shall be recorded with the Milwaukee County Register of Deeds by RACM (at Usinger expense); (b) is governed by Wisconsin law, (c) may only be amended by written instrument signed by all parties; (d) is binding upon and inures to the benefit of successors, assigns, and heirs, including successor owners of the RACM Parcel and successor owners of the Usinger Parcel; and (e) may be signed in counterparts.

IN WITNESS WHEREOF, THE PARTIES HERETO caused this document to be executed as of the date first written above.

RACM: REDEVELOPMENT AUTHORITY	USINGER: FRED USINGER, INC.
OF THE CITY OF MILWAUKEE	
	By:
By:	
	Name Printed:
Lois Smith, Board Chair	
	Title:
And By:	
David Miglary Aget Excel Dr /Socretory	USINGER NOTARY
Dave Misky, Asst. Exec. Dr./Secretary	State of Wisconsin)
)ss
	Milwaukee County)
RACM Resolution File No.	D 6 11 1.4 6.11 1
	Before me personally appeared the following
City Common Council Resolution File No.	signatory,, to me known to
	be such person who signed this document
	*
CITY ATTORNEY AUTHENTICATION	and acknowledged the same.
Gregg Hagopian, a member in good standing of	Dota
the State Bar of Wisconsin, hereby	Date:
authenticates the signatures of the RACM	
representatives/signatories per Wis. Stat. 706.06	Notary Public
so this document may be recorded per Wis.	Trouis I dollo
Stat. 706.05 (2)(b).	Name Printed:

By:	My commission:
	Wiy commission.
Gregg Hagopian, Asst. Assistant City Attorney	
State Bar No. 1007373	[notarial seal]
Date:	

EXHIBIT A LEGAL DESCRIPTION OF "EASEMENT AREA"

In that part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 32 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 33, all being in Township 7 North, Range 22 East in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

PRIVATE EASEMENT A:

Commencing at Point "H" of Certified Survey Map No. 5975; thence Northwesterly, 51.52 feet along the arc of said curve whose radius is 410.02 feet with its center lying to the southwest having a central angle of 07°11'57" and whose chord bears North 11°22'34" West, 51.49 feet to a point of tangency, also being on the east line of Parcel 1 of Certified Survey Map No. 5975, and the point of beginning of the easement to be described; thence South 78°51'39" West 60.52 feet to the intersection point with the east line of S. Jake Marchese Way, also former S. Barclay St.; thence North 11°08'21" West 20 feet to a point on the east line of S. Jake Marchese Way, also former S. Barclay St; thence North 78°51'39" East 58.75 feet to the intersection point with the east line of Parcel 1 of Certified Survey Map No. 5975; thence Southeasterly along the east line of Parcel 1 of Certified Survey Map No. 5975; thence Southeasterly along the east line of Parcel 1 of Certified Survey Map No. 5975; thence Southeasterly along the east line of Parcel 1 of Certified Survey Map No. 5975 12.81 feet to the point of beginning of the easement. Containing in all 1,194 square feet (0.0274 acres) of land, more or less.

PRIVATE EASEMENT B:

Commencing at Point "H" of Certified Survey Map No. 5975; thence Northwesterly, 15.50 feet along the arc of said curve whose radius is 410.02 feet with its center lying to the southwest having a central angle of 02°09'56" and whose chord bears North 08°51'59" West, 15.50 feet to a point of tangency, also being on the east line of Parcel 1 of Certified Survey Map No. 5975, and the point of beginning of the easement to be described; thence South 78°51'39" West 61.36 feet to the intersection point with the east line of S. Jake Marchese Way, also former S. Barclay St.; thence North 11°08'21" West 20 feet to a point on the east line of S. Jake Marchese Way, also former S. Barclay St; thence North 78°51'39" East 61.29 feet to the intersection point with the east line of Parcel 1 of Certified Survey Map No. 5975; thence Southeasterly 20 feet along the east line of Parcel 1 of Certified Survey Map No. 5975 to the point of beginning of the easement. Containing in all 1,228 square feet (0.0282 acres) of land, more or less.

