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Document Number

ACCESS DRIVE
AND
FENCE EASEMENT

Document Title

ACCESS DRIVE
AND
FENCE EASEMENT
(RACM & CENTRUY CITY 1, LLC)

Recording Area

Name and Return Address

City of Milwaukee
Department of City Development
809 North Broadway -- 2nd Floor
Milwaukee, WI 53202
Attn. Benjamin Timm

269-0451-000

269-0452-000

269-0453-000

Parcel Identification Number (PIN)

This **ACCESS & FENCE EASEMENT** (the "EASEMENT"), made as of July 13, 2016, is made between the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE ("RACM"), and CENTURY CITY 1 LLC ("CC1") and is for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

1. **RACM Parcels; Easement Area.** RACM owns two properties in the City of Milwaukee, Wisconsin subject to this **Easement**. One has an address of 3055 W. Hopkins Street, and a tax key number of 269-0452-000 ("RACM Parcel 1"), and, the other has an address of 3025 W. Hopkins Street, and a tax key number of 269-0453-000 ("RACM Parcel 2").

2. **CCI Parcel.** CCI owns one property in the City of Milwaukee, Wisconsin subject to this **Easement**, with an address of 3945 North 31st Street, and a tax key number of 269-0451-000 ("CCI Parcel").

3. **Mutual Grant of Access Drive Easement.** The CCI Parcel and RACM Parcel 1 utilize a common access drive for purposes of ingress and egress to and from the respective parcels, equal portions of which are on both parcels ("the Access Drive"). The Access Drive is generally located along the southern boundary of the CCI Parcel and the northern boundary of RACM Parcel. RACM hereby gives, grants, and conveys to CCI a non-exclusive perpetual easement to utilize that portion of the Access Drive which is situated on RACM Parcel 1 for all ordinary purposes of ingress and egress to and from the CCI Parcel. The RACM to CCI Access Drive Easement is depicted and described on

Exhibit B. CC1 hereby gives, grants, and conveys to RACM a non-exclusive perpetual easement to utilize that portion of the Access Drive which is situated on the **CC1 Parcel** for all ordinary purposes of ingress and egress to and from **RACM Parcel 1**. The **CC1 to RACM Access Drive Easement** is depicted and described on **Exhibit B**. This **Access Drive Easement** shall terminate upon written agreement between **RACM** and **CC1** or their respective successors and assigns.

4. **Maintenance of the Access Drive.** CC1 shall be solely responsible for all expenses associated with the maintenance, repair, and/or replacement of the **Access Drive**, and shall make all decisions with regard to the type, manner, and timing of all maintenance, repair, and/or replacement of the **Access Drive**. Notwithstanding the foregoing, should **RACM** through the negligent, reckless, or intentional conduct of itself, its contractors, tenants, guests, or invitees damage the **Access Drive**, then **RACM** shall be solely responsible for any such damage.

5. **Grant of Temporary Fence and Swinging Gate Easement-RACM to CC1.** RACM hereby grants **CC1** a temporary easement for the purposes of installing and maintaining a temporary fence and swinging gate on **RACM Parcel 1 and RACM Parcel 2**. The **RACM to CC1** temporary fence and swinging easement is depicted and described on **Exhibit C**. **CC1** shall be solely responsible for all costs associated with the installation, maintenance (including replacement), and removal of the temporary fence and swinging gate. This temporary easement shall terminate upon the earlier of (1) the sale of **RACM Parcel 1** for development, or (2) written agreement between **RACM** and **CC1**. Upon termination of the temporary easement granted in this section, **CC1** shall remove the fence and gate from **RACM Parcel 1 and RACM Parcel 2** and return the portions of **RACM Parcel 1 and RACM Parcel 2** occupied by the fence and gate to the same or better condition as existed on the date of this **Easement**.

6. **Grant of Permanent Sliding Gate Easement-RACM to CC1.** RACM hereby grants **CC1** a permanent easement for the purposes of installing and maintaining a sliding gate on **RACM Parcel 1 and RACM Parcel 2**. The **RACM to CC1** permanent sliding gate easement is depicted and described on **Exhibit D**. **CC1** shall be solely responsible for all costs associated with the installation, maintenance (including replacement), and removal of the permanent sliding gate. The easement granted in this section shall terminate upon written agreement between **RACM** and **CC1** or their respective successors and assigns.

7. **Indemnification.** **CC1** shall indemnify, defend and hold **RACM** and **RACM'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 caused by the negligence or misconduct of or breach of this **Easement** by **CC1**, its employees, agents, invitees or by any other person under express or implied invitation of **CC1** or arising out of **CC1's** use of **RACM Parcel 1 or RACM Parcel 2**. **RACM** 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 **RACM** or for any injury or damage or inconvenience which may arise through repair or alteration of any part of **RACM Parcel 1 or RACM Parcel 2**, or failure to make repairs, or for any cause whatsoever except as may result from the negligent acts or omissions of **RACM**. Nothing in this **Easement** shall be construed as a waiver of statutory immunity limitations.

RACM shall indemnify, defend and hold CC1 and CC1'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 caused by the negligence or misconduct of or breach of this **Easement** by RACM, its employees, agents, invitees or by any other person under express or implied invitation of RACM. CC1 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 CC1 or for any injury or damage or inconvenience which may arise through repair or alteration of any part of RACM Parcel 1 or RACM Parcel 2, or failure to make repairs, or for any cause whatsoever except as may result from the negligent acts or omissions of CC1. Nothing in this **Easement** shall be construed as a waiver of statutory immunity limitations.

8.

9. **Successors and Assigns.** This **Easement** is binding on the successors and assign of RACM and CC1

10. **Recording.** This **Easement** shall be recorded with the Milwaukee County Register of Deeds by RACM.

11. **Severability.** If any term or condition of this **Easement** shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this **Easement** shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law

12. **Entire Agreement.** This **Easement** and the exhibits incorporated herein constitute the entire agreement regarding the easements created hereunder.

13. **Counterparts.** This **Easement** may be executed in counterparts, together shall constitute one Agreement.

[Signature Page Follows]

Signature Page to RACM/CC1 Access Drive & Fence Easement

IN WITNESS WHEREOF, RACM and CC1 caused this document to be duly executed as of the date first written above.

RACM: REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE By: <u>[Signature]</u> David P. Misky Assistant Executive Director/Secretary By: <u>[Signature]</u> Lois A. Smith RACM Board Chair	CC1: CENTURY CITY 1, LLC By: General Capital Management, Inc. Its: Manager <u>[Signature]</u> By: Linda Gorens-Levey Its: Authorized Agent
RACM Resolution File No.: <u>10492</u>, adopted on <u>6/19/2014</u>. City Common Council Resolution File No.: <u>140454</u> adopted on <u>9/23/2014</u>. CITY ATTORNEY APPROVAL/AUTHENTICATION	STATE OF WISCONSIN))SS. MILWAUKEE COUNTY)
<u>[Signature]</u> as a member in good standing of the State Bar of Wisconsin, hereby approves the signature of the RACM representative above per M.C.O. 304-21, and also authenticates that signature per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05(2)(b). By: <u>[Signature]</u> Name: <u>[Signature]</u> Printed: <u>Jacques R. McKone</u> Assistant City Attorney State Bar No. <u>1051312</u> Date: <u>August 18, 2016</u>	Personally came before me this <u>12</u> day of <u>August</u>, 2016, Linda Gorens-Levey as the Authorized Agent of General Capital Management, Inc., the Manager of Century City 1, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such of said and acknowledged that he/she executed the foregoing instrument as such officer as the by its authority. <u>[Signature]</u> Notary Public, State of Wisconsin My Commission <u>Expires May 29, 2020</u> 

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Legal description of RACM Parcel 1

Lot 2 of Certified Survey Map No. 8628, recorded on October 10, 2014, as Document No. 10402434, being all of Lot 3 of Certified Survey Map No. 8363 and a portion of vacated N. 31st Street in the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4, in Section 12, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin.

Legal description of CC1 Parcel

Lot 1 of Certified Survey Map No. 8628, recorded on October 10, 2014, as Document No. 10402434, being all of Lot 3 of Certified Survey Map No. 8363 and a portion of vacated N. 31st Street in the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4, in Section 12, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin.

Legal description of RACM Parcel 2

Lot 3 of Certified Survey Map No. 8628, recorded on October 10, 2014, as Document No. 10402434, being all of Lot 3 of Certified Survey Map No. 8363 and a portion of vacated N. 31st Street in the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4, in Section 12, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin.

 www.sigmagroup.com 1300 West Canal Street Milwaukee, WI 53233 Phone: 414-463-4200 Fax: 414-463-4210 Sigma Group Sigma Service, Sound Solutions		Exhibit A: Legal Descriptions of RACM Parcel 1, RACM Parcel 2, and CC1 Parcel CENTURY CITY BUSINESS PARK MILWAUKEE, WI	
DATE:	JULY 8, 2016	BY:	KAS/ABH:
		EXHIBIT A	

FILE: 10595884/10595884 - Century City 650 GCM - Survey 028 Easement & Amend and Final 10595884 Exhibit A.dwg





