

EASEMENT AGREEMENT

Document Number

Recording Area

Name and Return Address

Meissner Tierney Fisher & Nichols S.C.
111 E. Kilbourn Ave., 19th Floor
Milwaukee, WI 53202
Attn: Adam J. Tutaj, Esq.

See Exhibits

Parcel Identification Number (PIN)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made this ____ day of May, 2022, by and among **MILWAUKEE COUNTY**, a Wisconsin municipal corporation (“County”) and **MUSEUM CENTER PARK, INC.**, a Wisconsin non-stock corporation. (“MCP”) (County and MCP are collectively referred to as “Grantor”), on the one hand, and **THE COUTURE LLC**, a Wisconsin limited liability company (“Couture”), and **COUTURE PARKING LLC**, a Wisconsin limited liability company (“Parking”) (Couture and parking are collectively referred to as “Couture”), on the other.

RECITALS

A. County is the owner of a parcel of real property located in Milwaukee, Milwaukee County, Wisconsin, more particularly described on **Exhibit A** hereto (the “County Parcel”);

B. MCP is the owner of a parcel of real property located in Milwaukee, Milwaukee County, Wisconsin, more particularly described on **Exhibit B** hereto (the “MCP Parcel”) (the County Parcel and the MCP Parcel being hereinafter referred to collectively as, the “Property”);

C. Couture desires to acquire a permanent easement with the right of entry in and across that part of the Property more particularly described on **Exhibit C**, attached hereto (the “Easement Area”), with the right to build and construct and/or operate, maintain, repair, reconstruct, relocate and inspect (as may be or may become applicable) a 10” water branch off of the municipal watermain located under the Property, all as shown on the plan attached hereto as **Exhibit D** (the “Facilities”); and

D. Grantor desires to grant unto the Couture a permanent easement in the Easement Area, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby declares and grants for the use and benefit of Couture, a permanent easement with a right of entry in and across the Easement Area for the purpose of building, constructing, operating, maintaining, repairing, reconstructing, relocating and/or inspecting (as may be or may become applicable) the Facilities.

2. The Facilities shall be maintained and kept in good order and condition by Couture. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the owners, from time to time, of the portion of the Property in which it is situated.

3. In and during whatever construction, reconstruction, or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the Couture be replaced in substantially the same condition as it was prior to such disturbance; except that the Couture will in no case be responsible for replacing or paying for replacing any aesthetic plantings or

improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the Couture shall indemnify, defend and hold harmless the owners, from time to time, of the Property from any loss, damage, injury or liability resulting from negligence on the part of the Couture in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence.

4. No structure may be placed within the limits of the Easement Area by the owners, from time to time, of the Property, except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.

5. In connection with the construction by the Grantor of any structure or building abutting the Easement Area's defined limits, the owners, from time to time, of the Property will assume all liability for any damage to the Facilities in the above described property. The owners, from time to time, of the Property will also save and keep the Couture free and harmless from any claims for personal injuries or property damage caused by any negligence of such owners or persons other than such owners, arising out of the construction by the owners, from time to time, of the Property of any structure or building abutting the Easement Area's defined limits, and shall reimburse the Couture for the full amount of such loss or damage provided, however, that County's liability shall be limited by Wis. Stat. sec. 893.80(3).

6. No charges will be made against the Property for the cost of maintenance or operation of the Facilities. The owners, from time to time, of the Property shall be responsible for the routine maintenance of land on which the easement is located.

7. The Facilities shall be accessible for maintenance by the Couture at all times. The owners, from time to time, of the Property shall submit plans for approval to the Couture for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.

8. The owners, from time to time, of the Property shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of the Easement Area. Said alterations shall be made only with the approval of the Couture, which approval shall not be unreasonably withheld, conditioned or delayed.

9. The Couture and the owners, from time to time, of the Property shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The Couture and the owners, from time to time, of the Property each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however,

that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. No party shall, by reason of the easement created by this Agreement, be obligated to pay any real estate taxes or assessments levied against the parcel of another party.

12. No party shall permit the filing of any liens on the parcel of the other party as a result of the exercise of its rights hereunder. In the event a party permits and fails to remove any such lien within twenty (20) days after such party is given notice thereof by the other party, then the other party may, but shall not be obligated to, upon ten (10) business days' written notice to the defaulting party, pay the amount necessary to discharge such lien without being responsible for making any investigations as to the validity or accuracy thereof, whereupon the defaulting party shall be unconditionally obligated to reimburse the other party upon demand for the amount so paid, together with all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by such party in connection therewith.

13. All of the terms, covenants and conditions hereof shall inure to the benefit of, and be binding upon, Couture and Grantor, respectively, and all subsequent owners of the Facilities and the Property, it being the intent of the parties that all of the covenants hereunder shall be "covenants running with the land" and shall inure to the benefit of and be binding upon the Facilities and the Property.

14. This Agreement may not be modified or amended except by a writing executed and delivered by each party, or their respective successors and assigns, and recorded in the public records of Milwaukee County, Wisconsin.

15. Any party may enforce this Agreement by appropriate action, and should it prevail in such litigation, such party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

16. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties.

17. No waiver of, acquiescence in or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in or consent to any other, further or succeeding breach of the same or any other term, covenant or condition.

18. The parties hereto acknowledge and agree that they have retained separate legal counsel with respect to the negotiation of and drafting of this Agreement and all exhibits hereto. Accordingly, the parties agree that this Agreement shall not be construed in favor of or against any party hereto, regardless of who drafted this Agreement.

19. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement

shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

21. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin, without giving effect to its conflicts of law provisions.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUNTY:

MILWAUKEE COUNTY

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this _____ day of May, 2022, _____, as _____ of **MILWAUKEE COUNTY**, a governmental subdivision of the State of Wisconsin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in such capacity.

Name: _____

Notary Public, _____ County, _____

My commission expires: _____

[signatures continue on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

USB:

MUSEUM CENTER PARK, INC.
a Wisconsin non-stock corporation

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this _____ day of May, 2022, _____, as _____ of **MUSEUM CENTER PARK, INC.**, a Wisconsin non-stock corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in such capacity.

Name: _____
Notary Public, _____ County, _____
My commission expires: _____

[signatures continue on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUTURE:

THE COUTURE LLC, a Wisconsin limited liability company

By: _____
Name: Richard J. Barrett
Title: Manager

COUTURE PARKING LLC, a Wisconsin limited liability company

By: _____
Name: Richard J. Barrett
Title: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this _____ day of May, 2022, Richard J. Barrett, as Manager of **THE COUTURE LLC**, a Wisconsin limited liability company, and **COUTURE PARKING LLC**, a Wisconsin limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in such capacity.

Name: _____
Notary Public, Milwaukee County, Wisconsin
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF COUNTY PARCEL

Unit 1 of the Lakefront Pavilion Condominium created by a "Declaration of Condominium" recorded December 21, 2017 in the office of the Register of Deeds for Milwaukee County, Wisconsin, as Document 10739226, and any amendments thereto, and by its Condominium Plat. Said condominium being located in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT B

LEGAL DESCRIPTION OF MCP PARCEL

Unit 2 of the Lakefront Pavilion Condominium created by a "Declaration of Condominium" recorded December 21, 2017 in the office of the Register of Deeds for Milwaukee County, Wisconsin, as Document 10739226 and any amendments thereto, and by its Condominium Plat Said condominium being located in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

[INSERT LEGAL DESCRIPTION OF EASEMENT AREA]

EXHIBIT D

FACILITIES

LAKEFRONT PAVILION CONDOMINIUM WATERMAIN EASEMENT

