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Milwaukee County, WI
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Document Number	RESTRICTIVE COVENANT (607-627, 639 E. Polk Street) Document Title
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RESTRICTIVE COVENANT
(607-627, 639 E. Polk Street)

Drafted By:

Lisa Kleiner Wood, Esq.
Davis & Kuelthau, sc
111 E. Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

Recording Area
Name and Return Address
Lisa Kleiner Wood, Esq. Davis & Kuelthau, sc 111 E. Kilbourn Avenue, Suite 1400 Milwaukee, WI 53202

392-2187-113

392-2185-13-0

Parcel Identification Numbers

RESTRICTIVE COVENANT
(607-627 and 639 E. Polk Street)

THIS RESTRICTIVE COVENANT is dated as of September 8, 2015, and is recorded and placed upon the real property located in the City of Milwaukee, Wisconsin owned by Milwaukee World Festival, Inc., a Wisconsin not-for-profit corporation ("Declarant").

RECITALS

Festival acknowledges the following:

- A. Declarant owns two (2) parcels legally described on the attached **Exhibit A** and known as 607-627 E. Polk Street, Milwaukee, Wisconsin 53202 ("Festival Property");
- B. Declarant owns land legally described on the attached **Exhibit B** and known as 639 E. Polk Street, Milwaukee, Wisconsin 53202 ("Additional Parcel" collectively with the Festival Property, the "Property").
- C. There is a catch-basin installed between the Festival Property and the Additional Parcel (the "Catch-Basin").
- D. The City of Milwaukee ("City") has requested that Declarant prepare and record this Restrictive Covenant to ensure that an easement for the Catch-Basin will be drafted and recorded in the event Declarant ever sells the Festival Property or the Additional Parcel in the future.
- E. Declarant is willing to prepare, record, and put in place, this Restrictive Covenant as requested by the City.

WITNESSETH

NOW, THEREFORE, in consideration of Recitals above and for the purpose of maintaining the Catch-Basin in the event either the Festival Property or the Additional Parcel is sold or held by unrelated parties, Declarant declares, as fee simple owner of the Property, the Property shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged, subject to this Restrictive Covenant.

1. **Creation of Easement.** Upon the transfer, gift, sale, or other disposition of either the Festival Property and/or the Additional Property to an unrelated third party, such third party transferee (the "Transferee") and Declarant shall negotiate and enter into an easement for the continued maintenance and use of, and access to, the Catch-Basin by the respective owners of the Festival Property and the Additional Parcel (the "Easement"). The Easement shall run with the land and shall not terminate unless and until the Property is replatted into a single parcel or the Easement is otherwise terminated by law.

2. Recordation of the Easement. The Transferee shall ensure the Easement is recorded immediately after the warranty deed or other instrument transferring either the Festival Property or the Additional Parcel to the Transferee, whether one or more.

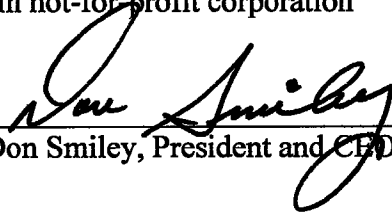
3. Servitude. This Restrictive Covenant shall be binding upon Declarant, any Transferee, and their respective successors and assigns. The Restrictive Covenant is intended to be a perpetual burden on the Property which shall "run with the land" as to both the Festival Property and the Additional Parcel. The Restrictive Covenant benefits current and all future owners, occupants and mortgagees of the Property, whether one or more, and is intended to bind all future owners, occupants and mortgagees of the Property.

4. Enforcement. The City shall be a third party beneficiary of this Restrictive Covenant and shall have the right, but not the obligation, to enforce the terms of this Restrictive Covenant by any means at law or equity that the City deems appropriate.

5. Termination. The Restrictive Covenant shall automatically terminate (a) upon the replat of the Property as a single parcel of land, (b) at such time that the Easement is entered into and recorded by Festival and one or more Transferee; or (c) is deemed no longer needed due to the removal or other modification of the Catch-Basin, as confirmed by the appropriate governmental authorities.

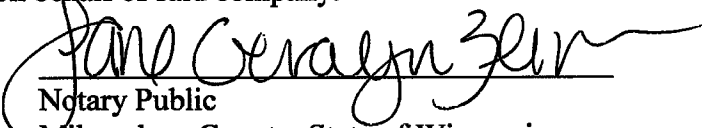
DECLARANT:

MILWAUKEE WORLD FESTIVAL, INC., a
Wisconsin not-for-profit corporation

By: 
Don Smiley, President and CEO

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this 8 day of September, 2015, Don Smiley, who acknowledged himself to be the President and Chief Executive Officer of Milwaukee World Festival, Inc. executed the foregoing document on behalf of said company.


Notary Public
Milwaukee, County, State of Wisconsin
My Commission: 8-21-2016

Drafted by Lisa Wood of Davis & Kuelthau, s.c.

Jane GERALYN Zehner

EXHIBIT A

(Festival Property Legal Description)

Parcel I:

Lots 1, 2, 3, 4, 5 and 6, in Block 172, in Plat of the Town of Milwaukee on the East side of the River, of part of Lot 1 of the Northwest $\frac{1}{4}$ of Section 33, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, together with the North $\frac{1}{2}$ of vacated Pier Street lying Southerly of and abutting said Lot 4 and the South $\frac{1}{2}$ of vacated East Harbor Place lying Northerly of and abutting said Lots 1 and 6 and the vacated part of North Jackson Street adjacent on the West and the West $\frac{1}{2}$ of vacated North Marshall Street lying Easterly of and abutting Lots 1, 2, 3 and 4.

Parcel II:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, in Block 169, in Partition of Fractional Lots 1 and 2, in Section 33, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, together with the North $\frac{1}{2}$ of vacated East Harbor Place lying Southerly of and abutting said Lots 7 and 8 and the West $\frac{1}{2}$ of vacated North Marshall Street lying Easterly of and abutting Lots 1, 2, 3, 4, 5, 6 and 7.

Property Address: 607-627 East Polk Street, Milwaukee, WI

Tax Key Number: 392-2185-113-0

EXHIBIT B**(Additional Parcel Legal Description)**

Lots 1, 2, 3, 4, 5, 6 and 7, in Block 170, in Subdivision of Lots 1 and 2, of Section 33, Township 7 North, Range 22 East, also including, all that part of the accretions to and Easterly of the aforesaid Lots, which lies Westerly of a straight line running Southerly from a point which is 331.3 feet Easterly from the East line of N. Jackson Street, measured along the center line of E. Polk Street extended Easterly, to a point in the extended South line of Lot 3, Block 174 in said Subdivision, which is 271 feet Easterly from the Easterly line of East Erie Street, vacated, and also including, a triangular piece of land adjoining on the East, described as follows, to-wit: Commencing at a point on the intersection of the centerline of East Polk Street and the Easterly line of North Jackson Street; thence N. 85° 16' 47" E. 331.30 feet along the center line of E. Polk Street to a point, said point being on the Easterly property line of the Chicago and Northwestern Railway Company; thence S. 9° 40' 29" East, 40.15 feet to the point of beginning; thence N. 85° 16' 47" East, 35.84 feet to a point; thence S. 4° 47' 55" East, 420 feet to a point; thence N. 9° 40' 29" West. 421.58 feet to the point of beginning. Also the East ½, (33.00') of vacated N. Marshall Street and the North ½, (40.00') of vacated E. Harbor Place adjacent to said Lots. Said premises are located in the North West ¼ of Section 33, Township 7 North, Range 22 East. Containing 49,226 square feet, (1.130 Acres) of land.

For informational purposes only:

Tax Key ID: 3922187113

Address: 639 E. Polk Street, Milwaukee, Wisconsin