

Robert Osborne and Vera Scekic, co-trustees

1761 Main Street
Racine, WI 53403

14-10630

September 22, 2014

Common Council
City of Racine
730 Washington Avenue
Racine, WI 53403

Re: 600 Villa Street, Racine

Dear Common Council:

We are the trustees of the Osborne-Scekic Joint Revocable Trust dated May 18, 2012. The trust is the owner of the above vacant parcel.

The trust would like to construct a building upon the property. The roof on the building would overhang the public sidewalk adjacent to the lot. The trust would like to acquire an easement permitting the overhanging of the roof.

We have enclosed an Air Rights Easement under which the trust would purchase the easement over part of the City's air rights adjoining 600 Villa Street. We have also enclosed the \$500 application fee requested by the City Attorney's office.

We would like to receive the Common Council's approval for the easement so that we could then present the design for approval and secure construction bids for an early spring start of construction.

We would appreciate your consideration of our request as soon as possible. Thank you.

Sincerely,



Robert Osborne, co-trustee



Vera Scekic, co-trustee

AIR RIGHTS EASEMENT AGREEMENT

THIS AIR RIGHTS EASEMENT AGREEMENT, is entered into on _____, 2014 (the “Effective Date”), between the **CITY OF RACINE, WISCONSIN**, a municipal corporation existing under the laws of the State of Wisconsin (“Grantor”), and **Robert Osborne and Vera Skekic, Co-Trustees** (“Grantee”).

Recitals:

A. Grantor is the owner of Villa Street, a City right-of-way located in Racine, Wisconsin;

B. Grantee is the fee simple owner of property adjacent to the West boundary of Villa Street, as more particularly described in Exhibit “A”, attached and incorporated by reference (the “Property”);

C. Grantee intends on developing and constructing a commercial building on the Property (the “Building”), a site plan of which is attached and incorporated by reference, as Exhibit “B” (the “Site Plan”);

D. Grantee desires to acquire an air rights easement (the “Easement”) over a portion of the public sidewalk adjacent to Villa Street for the benefit of the Property. The Easement is necessary to permit construction of a part of the Building in the air space above the sidewalk.

E. Grantor has agreed to grant the Easement as provided in this Agreement.

IT IS AGREED:

1. Grant of Easement. Grantor gives, grants and conveys to Grantee, and its successors and assigns as described in paragraph 9, an exclusive Easement for and in the air rights over that portion of the sidewalk adjacent to the west line of Villa Street within the City of Racine, more particularly depicted and described in Exhibit “C”, attached and incorporated by reference (the “Easement Area”), for the purposes of constructing, operating and maintaining part of a Building

(a) After construction of the Building is completed, the catastrophic, non-intentional destruction of the Building and failure to rebuild the Building within three (3) years after the destruction;

(b) After construction of the Building is completed, the intentional destruction or demolition of any part of the Building that results in the Building no longer being useful for the purposes intended by this Easement Agreement;

(c) Grantee's failure to comply at all times with any term, condition, duty and obligation contained in this Easement Agreement; and

(d) Grantee's failure to operate and maintain the Building and overhang in accordance with applicable laws, codes and regulations, including, but not limited to, the Americans With Disabilities Act.

6. Termination of Easement Agreement Upon Event of Default. Upon the occurrence of an Event of Default described above, the Grantor shall provide written notice of the breach to Grantee ("Notice of Breach"), and Grantee's failure to cure the breach within thirty (30) calendar days from the date of its receipt of the Notice of Breach shall result in the immediate termination of this Easement Agreement, and the rights granted shall automatically revert to the Grantor. However, if the nature of the breach is such that it cannot reasonably be cured within the 30 day period, then the Grantee shall have up to an additional sixty (60) days to cure the breach provided that it diligently undertakes and pursues the cure, and further provided that the Grantee provides the Grantor with documentation evidencing that it is diligently undertaking and pursuing the cure to the Grantor's reasonable satisfaction. In any event, the Grantee shall not have more than ninety (90) days from its receipt of the Notice of Breach to cure the breach. The Grantee shall be obligated to remove the overhang, at its expense, within a

If to Grantee, to: Robert Osborne
1761 Main Street
Racine, WI 53403

with a copy to: Hostak, Henzl & Bichler, S.C.
840 Lake Avenue, Suite 300
Racine, WI 53403
Attention: Jessica Grundberg

10. **Signage.** Grantee shall not place or allow to be placed any signage on the exterior of the Building within the Easement Area, except for signs identifying and marketing the Building, subject to Grantor's prior approval.

11. **Covenant Running with the Land.** This air rights easement and Grantee's rights, privileges, liabilities and obligations contained in this Agreement shall run with and benefit the owner of the Property and shall inure to the benefit of and be binding upon the Grantee and the Grantee's successors and assigns.

12. **Captions.** The captions and headings of sections or paragraphs used in this Easement Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Easement Agreement.

13. **Amendment.** The terms and conditions of this Easement Agreement shall not be amended in any manner except by a written instrument executed by the parties.

Signed: _____, 2014.

CITY OF RACINE, WISCONSIN

ATTEST:

By: _____
Janice Johnson-Martin, City Clerk

By: _____
John Dickert, Mayor

STATE OF WISCONSIN
COUNTY OF RACINE

The foregoing instrument was acknowledged before me _____, 2014 by John Dickert, the Mayor and Janice Johnson-Martin, City Clerk, respectively of CITY OF RACINE, WISCONSIN, known to me to be the persons described and who executed the foregoing on behalf of the CITY OF RACINE, WISCONSIN.

Signature of Notary Public

Print Notary Name
My Commission Expires: _____

AFFIX NOTARY STAMP

STATE OF WISCONSIN
COUNTY OF RACINE

The foregoing instrument was acknowledged before _____, 2014 by Robert Osborne and Vera Skekic, Co-Trustees, known to me to be the persons described and who executed the foregoing.

Signature of Notary Public

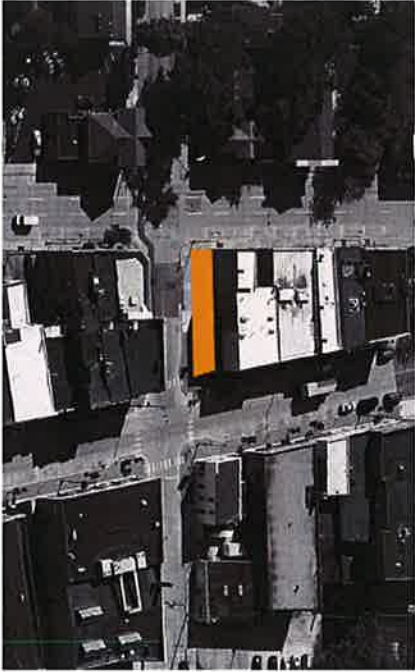
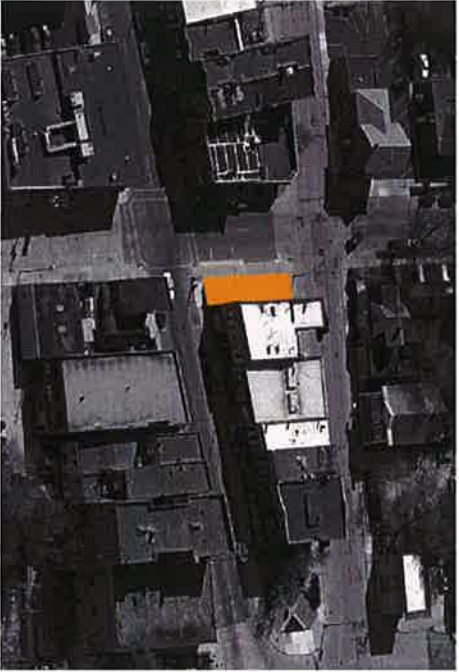
Print Notary Name
My Commission Expires: _____

AFFIX NOTARY STAMP

EXHIBIT "B"
Attach Project Site Plan

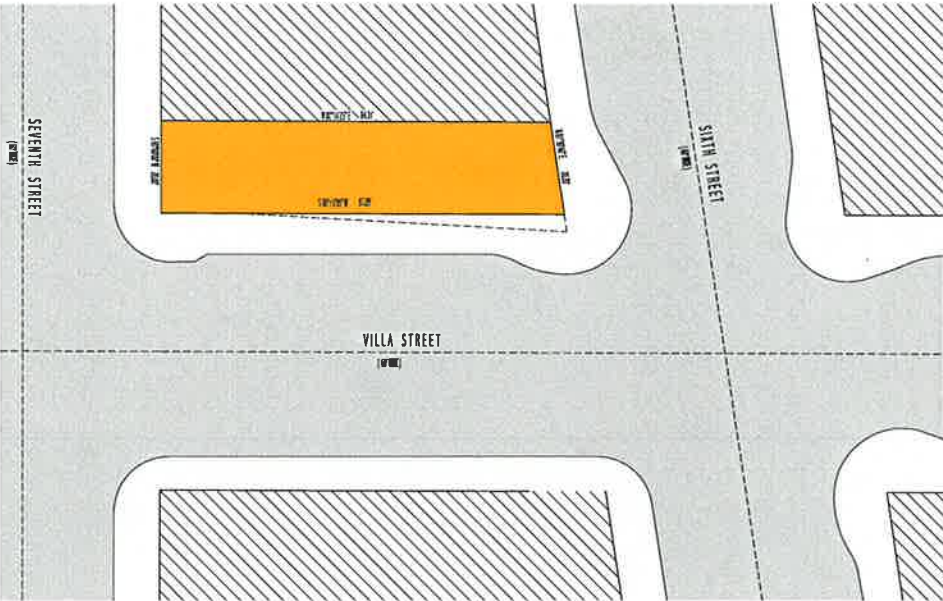


PROPERTY AERIAL VIEWS



N.T.S.

PROPERTY LOCATION MAP

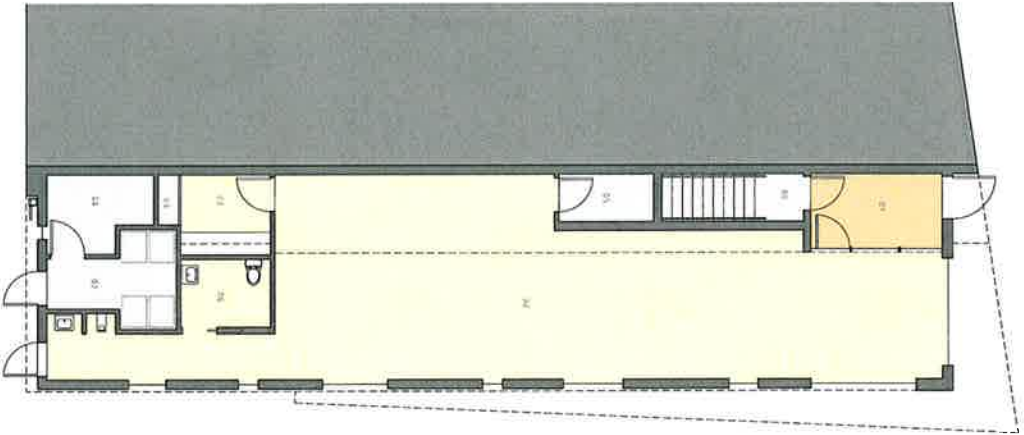


N.T.S.

- 01 entry vestibule
- 02 gallery
- 03 office
- 04 storage closet
- 05 storage
- 06 toilet room
- 07 garage/recycling
- 08 mechanical room
- 09 studio stairs

PROPOSED STREET LEVEL PLAN

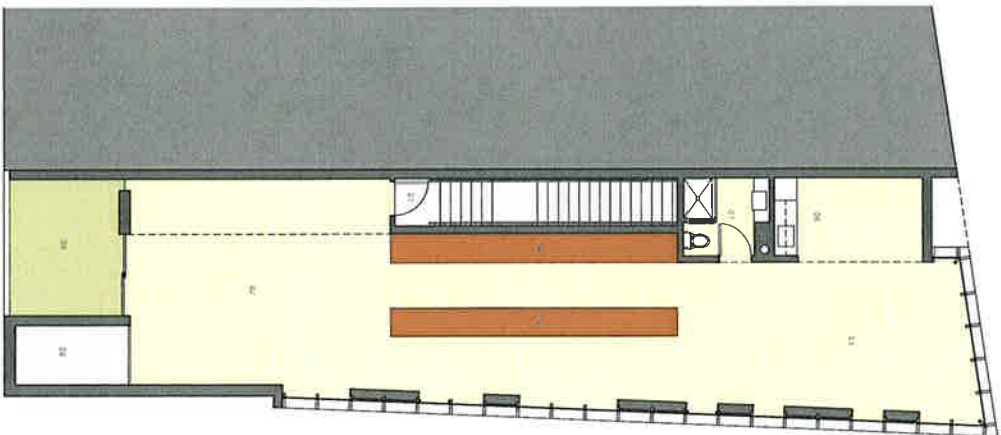
1/2" = 1'-0"



- 01 studio entry
- 02 south studio
- 03 north studio
- 04 cabinets
- 05 work island
- 06 kitchenette
- 07 bathroom
- 08 storage
- 09 terrace

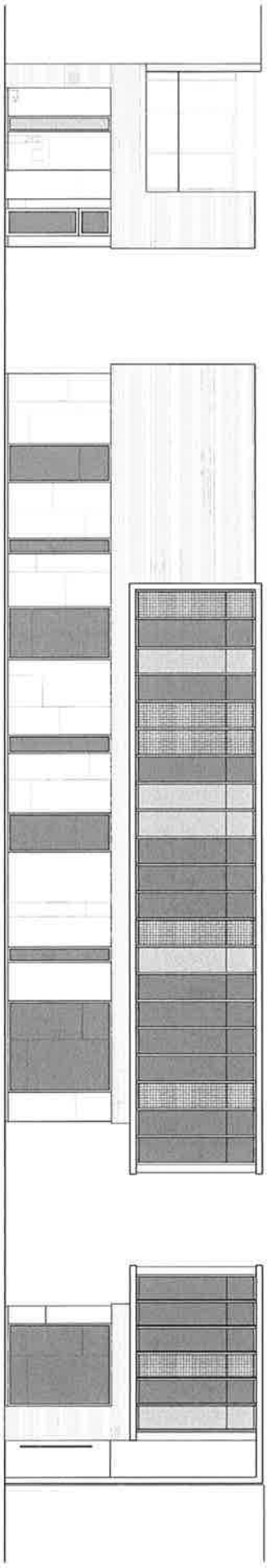
PROPOSED UPPER LEVEL PLAN

1/2" = 1'-0"



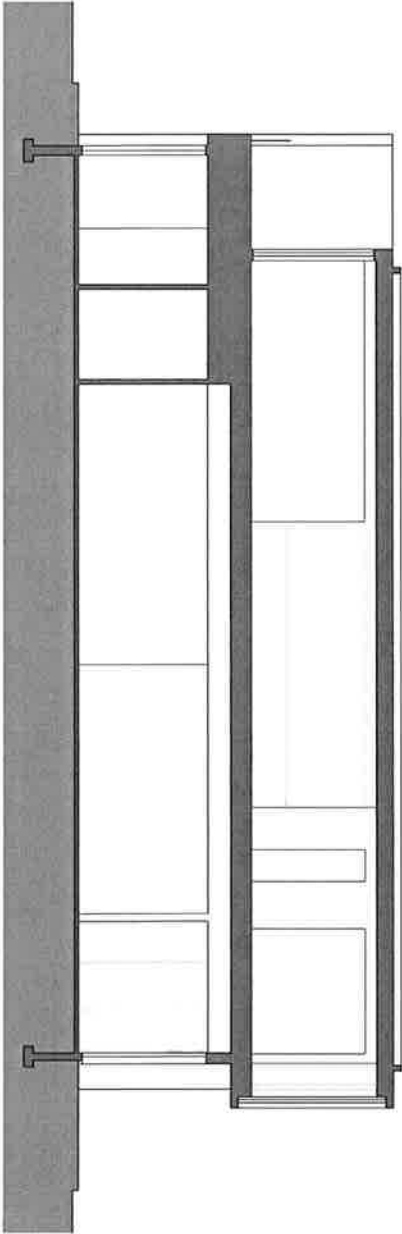
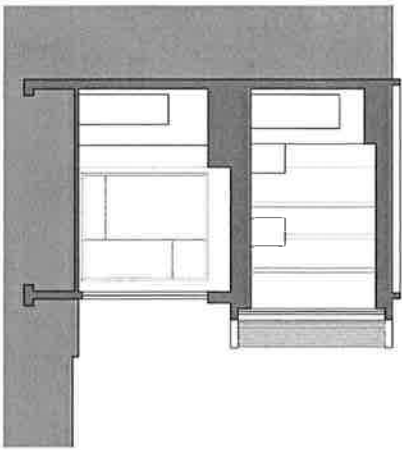


CORNER OF 6TH AND VILLA



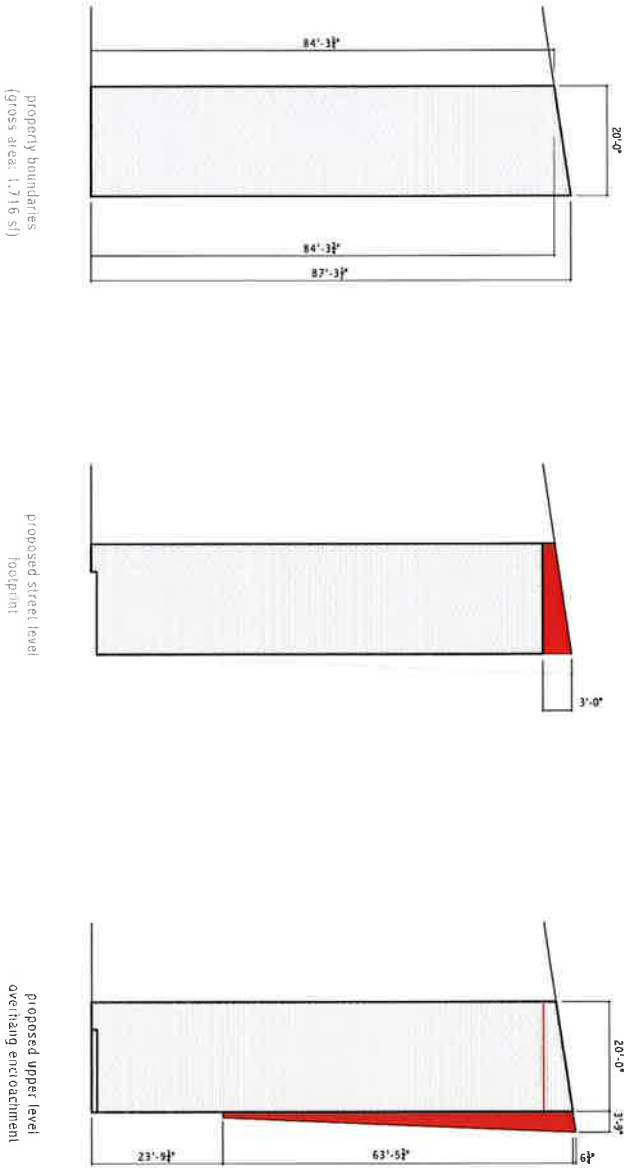
ELEVATIONS: SOUTH, EAST, NORTH

$\frac{3}{8}'' = 1'-0''$



TYPICAL BUILDING SECTIONS

$\frac{3}{8}'' = 1'-0''$



PROPOSED STREET LEVEL FOOTPRINT AND UPPER LEVEL OVERHANG



413 Sixth Street



209 Sixth Street



511-617 Wisconsin Avenue



State and Superior Street



222 Fifth Street



RAM / 491 Main Street



525 Wisconsin Avenue



State and Superior Street

OVERHANG PRECEDENTS IN DOWNTOWN RACINE



SIXTH STREET APPROACH

SEVENTH STREET APPROACH

