

**TEMPORARY CONSTRUCTION
EASEMENT AND DEED RESTRICTION**

Document Number

Document Title

THIS INDENTURE, made this 6th day of July, 2015,
by and between William F. Fox, hereinafter
referred to as party of the first part, and VILLAGE OF FOX POINT,
located in Milwaukee County, Wisconsin, hereinafter referred to as
party of the second part.

WITNESSETH:

WHEREAS, the party of the first part owns a parcel of real estate
located at 363 West Bergen Drive in the Village of Fox
Point and described as follows (the "Subject Property"):

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT "A"

WHEREAS, party of the first part has offered to party of the second
part such necessary rights as are needed to repair or replace
defective or failing sanitary sewer laterals and eliminate clear water
connections to the Village sanitary sewer system, to serve the
Subject Property, including the installation, maintenance, repair and
reconstruction of such sewer lateral facilities as the party of the
second part may deem to be appropriate.

TEMPORARY CONSTRUCTION EASEMENT:

NOW THEREFORE, party of the first part, in consideration of the benefits to the Subject Property arising from such work, and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, does grant and convey unto the party of the second part, a temporary construction easement for all of the following activities (the "Work"): Repair of existing sewer lateral facilities, construction of replacement sewer lateral facilities and/or elimination of clear water connection to the Village sanitary sewer system, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, and the right to excavate, grade and restore the property, including the right to preserve, protect or remove or plant thereon any vegetation that the Village authorities may deem desirable to prevent erosion of the soil and to complete the Work, and for the installation of such sewer lateral facilities as the party of the second part may deem to be appropriate, in the Village of Fox Point, Milwaukee County, Wisconsin, on, over, in and under the Subject Property in all areas deemed necessary by party of the second part to perform the Work.

USE OF LAND

Party of the first part consents to the entry of the employees, workmen, agents or independent contractors of party of the second part for and incidental to the Work described above, but reserve to themselves the right to make such use of land included in said easement, subject to the ordinances of the Village of Fox Point, the regulations of the party of the second part, and the statutes of the State of Wisconsin as will not disturb or interfere with such Work or the sewer lateral facilities or prevent ingress or egress thereto for the purpose of the Work.

Recording Area

Name and Return Address

Attorney Eric J. Larson
P.O. Box 1348
Waukesha, WI 53187-1348

053-1034 and part of 053-1035

Parcel Identification Number (PIN)

The parties expressly acknowledge that the party of the second part may allow others not parties to this easement to use the easement for the purposes indicated above. This easement shall be temporary, and shall expire upon the completion of the Work.

Party of the second part shall restore the disturbed area of the Subject Property substantially to the condition existing prior to performance of the Work, including planting replacement vegetation, however no replacement of vegetation is required for vegetation that at the time of removal is deemed to be invasive, diseased, dead or otherwise not desirable.

DEED RESTRICTION:


This Work is being performed in conjunction with a Waiver of Special Assessment, and the costs of the Work shall be paid in part by the Subject Property owners pursuant to the assessment. The parties recognize and agree that the sewer laterals installed pursuant to this Work shall, subsequent to installation, be owned, maintained, repaired, reconstructed, and the full responsibility of the owners of the Subject Property. The Village of Fox Point shall have no responsibility for the sewer laterals subsequent to completion of the Work. In consideration of the intended benefit of this Work to the Subject Property, the party of the first part hereby waives for the undersigned and for all future owners of the Subject Property, all claims that may exist now or in the future arising out of the Work.

THIS INDENTURE, upon its acceptance by the party of the first part, shall be a covenant running with the Subject Property and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, party of the first part has executed this indenture the date and year first above written.

THIS IS HOMESTEAD PROPERTY.

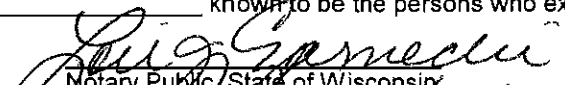
PROPERTY OWNERS



William F. Fox

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 6th day of July, 2015, the above-named William F. Fox known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission: exp 4/24/17

EXEMPT FROM R.E. TRANSFER FEE per Wis. Stats. §77.25(2g)

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Eric J. Larson, Fox Point Village Attorney
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.
P.O. Box 1348
Waukesha, WI 53187-1348

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WAIVER OF POTENTIAL CONDEMNATION RIGHTS

WHEREAS, the undersigned is the owner of certain lands within the Village of Fox Point described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the undersigned wishes to transfer a temporary construction easement regarding said lands to the Village of Fox Point at no charge, to allow the Village to perform certain work that the undersigned believes will be a benefit to the subject property; and

WHEREAS, the undersigned understands that the Village could not condemn such property interests regarding the subject lands without following Wisconsin Condemnation Law procedures which provide protection to the rights of the property owners including, but not limited to, obtaining an appraisal at the Village's expense and payment of fair compensation to the property owner.

NOW, THEREFORE, the undersigned hereby agrees as follows:

1. That the undersigned wishes to transfer the temporary construction easement regarding said lands to the Village at no cost, and waive any and all condemnation rights which the undersigned may have including, but not limited to, the right to an appraisal, the right to condemnation and any and all appeal rights.
2. Among the condemnation rights that the undersigned hereby waives, but without limitation by reason of enumeration, are all of the following:
 - a. The undersigned is aware that condemnation procedures would require a relocation order pursuant to Wisconsin Statutes Section 32.05(1). The undersigned is fully informed of the right to have this determination of necessity and specifically waives that right.
 - b. The undersigned is aware of the right to have an appraisal pursuant to Section 32.05(2), and upon receipt of that appraisal the undersigned is aware that he also has a right to have an appraisal prepared. The undersigned owner is fully informed of these rights and has decided to waive the right of appraisal.
 - c. The undersigned is aware of the rights in condemnation proceedings to negotiate an agreed price, which would include receipt of applicable notices and pamphlets and receipt of a jurisdictional offer from the Village, including the statutory procedures described in Sections 32.05(2a) and (3), and the undersigned is fully informed of these rights. The undersigned hereby waives these rights to negotiate an agreed price and to receive a jurisdictional offer.
 - d. The undersigned is aware of the right to receive a certificate of compensation stating the identity of all persons having an interest of record in the property and having the certificate served personally or by certified mail, including a statement of appeal rights related to the certificate of compensation, pursuant to Wisconsin Statutes Section 32.05(2a), and other laws. The undersigned is fully informed as to all such rights. The undersigned hereby waives all such rights.
 - e. The undersigned is aware that he has the right to contest the right of condemnation under the circumstances described in Wisconsin Statutes Section 32.05(5) and pursuant to other laws. The undersigned is fully informed of these

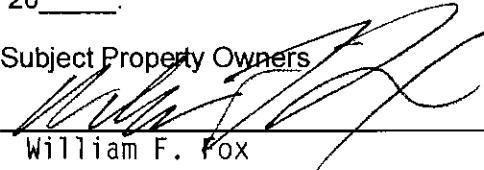
rights. The undersigned hereby waives the right to contest the right of condemnation.

- f. The undersigned is aware of condemnation proceedings that would follow if the undersigned would not accept a jurisdictional offer, as described in Wisconsin Statute Section 32.05(7) and other laws, including the right of hearing, payment of award, and appeal rights to circuit court as described in Wisconsin Statutes Sections 32.05(8), (9), (10) and (11) and other laws. The undersigned is fully informed of these rights to a condemnation commission hearing and appeal rights subsequent to the hearing. The undersigned hereby waives all such rights, including the right to hearing and the right to appeal.
- g. The undersigned is aware of additional items that may be payable in some circumstances as described in Wisconsin Statutes Section 32.19 and other laws, including relocation payments, replacement housing, business or farm replacement payments, and the undersigned has considered whether such additional payments would be required with regard to the lands described on Exhibit A. The undersigned is fully aware of these rights of additional payments. The undersigned hereby acknowledges receipt of all relevant and required information regarding the same, and waives all such rights regarding additional payments.
- h. The undersigned is aware that costs can be awarded in favor of a property owner in certain condemnation proceedings in some circumstances, as described in Wisconsin Statutes Section 32.28 and other laws. The undersigned is fully informed of such rights. The undersigned hereby waives all such rights.

3. The undersigned owner further states that the decision to waive all such rights was made without undue influence or coercive action of any nature by the Village or by any other party. The undersigned owner freely, willingly, and voluntarily waives all such rights with the intent to transfer a temporary construction easement regarding the certain lands described on Exhibit A attached hereto to the Village at no cost to the Village.

DATED this 6th day of July, 2015.

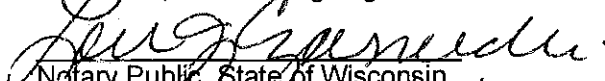
Subject Property Owners



William F. Fox

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 6th day of July, 2015, the above-named William F. Fox known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My Commission: 2/24/22/17
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MMSD PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION PROGRAM
Private Property Owner Application

This Application is being submitted to the Village of Fox Point, to seek participation in the Milwaukee Metropolitan Sewerage District ("MMSD") reimbursement program for certain work to be conducted on my property. I understand this program is administered by the Village of Fox Point, and the Village is willing to undertake this project on my behalf, pursuant to the policy described in Village Resolutions Numbers 2011-13, 2012-18, and 2013-18, and I have received a copy of the Village policy in this regard.

Name: William F. Fox

Address: 363 West Bergen Drive

Phone No.: 414-640-4859

Email Address: wffox@foslaw.com

Eligible Work: (check the appropriate box on page 2)

By submitting this Application I agree to the following:

1. I agree to all terms and conditions of the Temporary Construction Easement and Deed Restrictions, and I have signed the same in the presence of a Notary Public, and it is enclosed.
2. I agree to all terms and conditions of the Waiver of Potential Condemnation Rights, and I have signed the same in the presence of a Notary Public and it is enclosed.
3. I understand that the portion of the cost of this work that is not reimbursed through the MMSD reimbursement program will be assessed by the Village against my property.
4. I agree to all terms and conditions of the Waiver of Special Assessment Notices and Hearings, and I have signed the same in the presence of a Notary Public and it is enclosed.
5. In addition to, and not to the exclusion or prejudice of, any provisions of this Application or documents incorporated herein by reference, I agree that I shall indemnify and save harmless and agree to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of this Application or work conducted pursuant to this Application by any party or parties.

Dated this 6th day of July, 2015


Property Owner William F. Fox

I have reviewed this Application, and approve this work, subject to all terms and conditions of the Village policy described on Village Resolution Numbers 2011-13, 2012-18 and 2013-18.

Director of Public Works _____ Date _____

Eligible Work

- Private lateral replacement, repair, or rehabilitation, where replacement or rehabilitation is being performed to reduce private property I/I
 - Private property foundation drain disconnections from sanitary that are not currently illegal
 - Sump pump installation in conjunction with a foundation drain disconnect (that are not currently illegal) to direct inflow away from the sanitary including minor electrical directly related to the installation
 - Separation of combination sumps that have gray water (e.g. laundry wash water and floor drain wastes) and clear weather sources directed to them that are not currently illegal
 - Cleanout repair/rehabilitation, where work is performed to reduce private property I/I
 - Investigation and Inspection specifically intended to identify and or quantify PPI/I sources
 - Dye testing
 - Smoke testing
 - Flow monitoring
 - House inspections
 - Televising focused on PPI/I
 - PPI/I Information and Education (such as website or publication as it directly relates to a project, etc.) efforts
 - Direct in-kind staff time directed toward managing and reporting on PPI/I work (no indirect: i.e. accounting, administrative overhead, etc)
 - I/I reduction work on the public portion of a lateral sewer if work is in conjunction w/ PP I/I efforts
 - Consultant time directly involved in PPI/I efforts
 - Disconnection and removal, sealing, or isolation of a sanitary connection from an abandoned lateral, a lateral intended to be abandoned. or a lateral that has been identified as a PPI/I contributor
 - Construction inspection costs for verification of quality and completeness of work

Maybe Eligible Work

- Public building lateral replacement, repair or rehabilitation as part of a larger private property based project
- Private property sewer main replacement, repair, rehabilitation and related design, planning, investigation
- Stormwater work that has a well defined and verifiable impact on the reduction or elimination of private property I/I
- Previously completed work
- Purchase of equipment and supplies consumable and/or exclusively used for the PPI/I project
- Municipal staff time for operating O&M equipment, investigative equipment, repair/rehab equipment, monitoring equipment specifically for the identification of PPI/I for the program as part of an approved work plan

[Note: These categories of "eligible work" and "maybe eligible work" come directly from the MMSD draft Private Property Infiltration and Inflow Reduction Program Classification of Work document dated December 17, 2009, which is the most current draft existing on the date this form was created. Any future amendments or other modifications to the MMSD work type classifications are incorporated herein, and will be enforced.]



FOX | O'NEILL | SHANNON s.c.

WILLIAM FITZHUGH FOX
BRUCE C. O'NEILL
Court Commissioner
THOMAS P. SHANNON+
WILLIAM R. SODERSTROM
DIANE SLOMOWITZ
ALLAN T. YOUNG
GREGORY J. RICCI
FRANCIS J. HUGHES
MICHAEL J. HANRAHAN
MATTHEW W. O'NEILL
SHANNON A. ALLEN
LAURNA A. JOZWIAK
JACOB A. MANIAN
MICHAEL G. KOUTNIK

July 6, 2015

Mr. Scott Brandmeier
Director of Public Works
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, WI 53217

OF COUNSEL -
KENNETH P. BARCZAK
+ ALSO ADMITTED TO PRACTICE IN ILLINOIS

Dear Mr. Brandmeier:

At the direction of Yuriy Amelyan, P.E. at Kapur & Associates, by letter to me dated July 1, 2015, I enclose the following:

1. Original executed "Temporary Construction Easement and Deed Restriction" dated July 6, 2015.
2. Original "Waiver of Potential Condemnation rights" dated July 6, 2015 and executed by me.
3. Original executed "MMSD Private Property Infiltration and Inflow Reduction Program" dated July 6, 2015.

My agreed cost of participation is exactly \$3,150.00. Could you please tell me how I am to pay my share after the work is completed. Do you send me a bill? Is the cost, instead, added to my 2015 real estate bill from the Village?

Finally, can you give me an estimated timeframe when work on my property will commence.

Very truly yours,

WILLIAM FITZHUGH FOX

WFF:ljc
Enclosures
CC: Mr. Yuriy Amelyan