

RECORDED
05/23/2016 1:35 PM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE: 2310.00

FEE EXEMPT #:
***This document has been
electronically recorded and
returned to the submitter. **

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Joseph J. Ballstreri and Karen A. Ballstreri,
husband and wife

("Grantor," whether one or more), and Richard L. Cohen and Patricia K. Cohen

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Legal Description on Exhibit A, attached hereto.

Recording Area

Name and Return Address

Richard L. and Patricia K. Cohen
1030 E. Thorne Ln
Fox Point, WI 53217

095-9982-000

Parcel Identification Number (PIN)

This is _____ homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated As of May 20, 2016

(SEAL)

Joseph J. Ballstreri

(SEAL)

* _____

* Joseph J. Ballstreri

(SEAL)

Karen A. Ballstreri

(SEAL)

* _____

Karen A. Ballstreri

AUTHENTICATION

Signature(s) _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

authenticated on _____

MILWAUKEE COUNTY)

* _____

Personally came before me on May 17, 2016,
the above-named Joseph J. Ballstreri and Karen A. Ballstreri

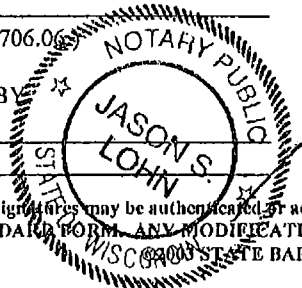
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY

Joseph J. Ballstreri



* Jason S. Lohn

Notary Public, State of Wisconsin

My commission (is permanent) (expires: February 14, 2020)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

FORM NO. 1-2003

*Type name below signatures.

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826722

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A RESOLUTION TO CONDITIONALLY RELEASE
THE VILLAGE INTEREST IN AN EASEMENT FOR
STORMWATER AND HIGHWAY PURPOSES
IN THE VILLAGE OF FOX POINT



* 1 0 0 1 1 2 0 5 *

DOC.# 10011205

Document Number

Document Name

RECORDED 07/05/2011 09:24AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

Recording Area

Name and Return Address

Eric J. Larson
PO Box 1348
Waukesha, WI 53187-1348

FPV-095-9992, FPV-095-9005 and FPV-095-9006

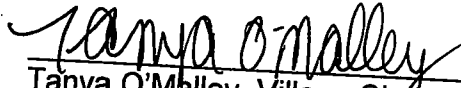
Parcel Identification Number (PIN)

This instrument was drafted by Attorney Eric J. Larson, Village Attorney, Village of Fox Point

CERTIFICATION

I, Tanya O'Malley, Village Clerk of the Village of Fox Point, Milwaukee County, State of Wisconsin, DO HEREBY CERTIFY that the attached Resolution, including the exhibits attached thereto, is the official Resolution as approved by the Village Board of the Village of Fox Point on June 14, 2011.

Dated this 28th day of June, 2011.



Tanya O'Malley, Village Clerk
Village of Fox Point

RESOLUTION NO. 2011-16

A RESOLUTION TO CONDITIONALLY RELEASE THE VILLAGE INTEREST IN AN EASEMENT FOR STORMWATER AND HIGHWAY PURPOSES IN THE VILLAGE OF FOX POINT

WHEREAS, on or about August 29, 1949, the "Easement for Storm Sewer and Highway from Spring Road Realty Company to Village of Fox Point" (a copy of which is attached hereto and incorporated by reference as Exhibit A) was recorded by the Milwaukee County Register of Deeds as Document Number 2883767 (the "Existing Easement"); and

WHEREAS, the Village of Fox Point has, more recently, been granted the two (2) easements entitled "Stormwater Drainage Easement", which are attached hereto and incorporated by reference as Exhibits B and C, and which have been recorded by the Milwaukee County Register of Deeds as Document Numbers 09974123 and 09999738 (both easements hereinafter collectively referred to as the "Permanent Easements"); and

WHEREAS, the easement granted to the Village of Fox Point under the Existing Easement is depicted in relation to the easement granted to the Village of Fox Point by the Permanent Easements on the attached Exhibit D (which is hereby incorporated by reference) and designated on Exhibit D as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT"; and

WHEREAS, the Director of Public Works has recommended that the Village of Fox Point release its interest in the easement area depicted on Exhibit D as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT" since the interest in lands reflected thereby is duplicated in, and exceeded by, the interest in lands granted to the Village by the Permanent Easements; and

WHEREAS, the Village Board of Trustees for the Village of Fox Point intends that the Permanent Easements and the rights granted thereunder shall not be disturbed by any release of any interest granted by the Existing Easement; and

WHEREAS, the public interest requires that easement depicted by Exhibit D as "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT" in the Village of Fox Point be released; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Village Board of the Village of Fox Point as follows:

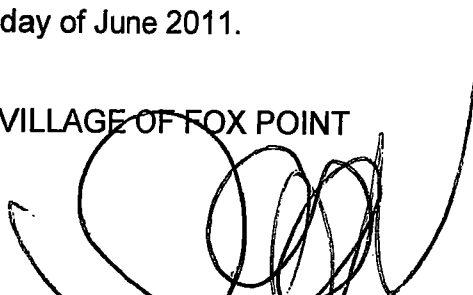
1. The foregoing recitals are hereby incorporated and made a part of this Resolution.
2. That the Village of Fox Point's easement interest in the lands depicted on the

attached Exhibit D as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT", which was granted to the Village of Fox Point pursuant to the "Easement for Storm Sewer and Highway from Spring Road Realty Company to Village of Fox Point" and recorded as Document Number 2883767, is hereby released provided, however, that the lands depicted as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT" are, and shall remain subject to the easement interest granted to the Village of Fox Point by the Permanent Easements.

3. This Resolution, and the Exhibits hereto, shall be recorded with the Milwaukee County Register of Deeds.

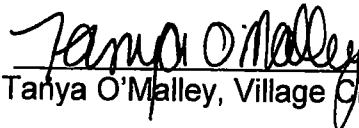
Dated at Fox Point, Wisconsin this 21st day of June 2011.

VILLAGE OF FOX POINT



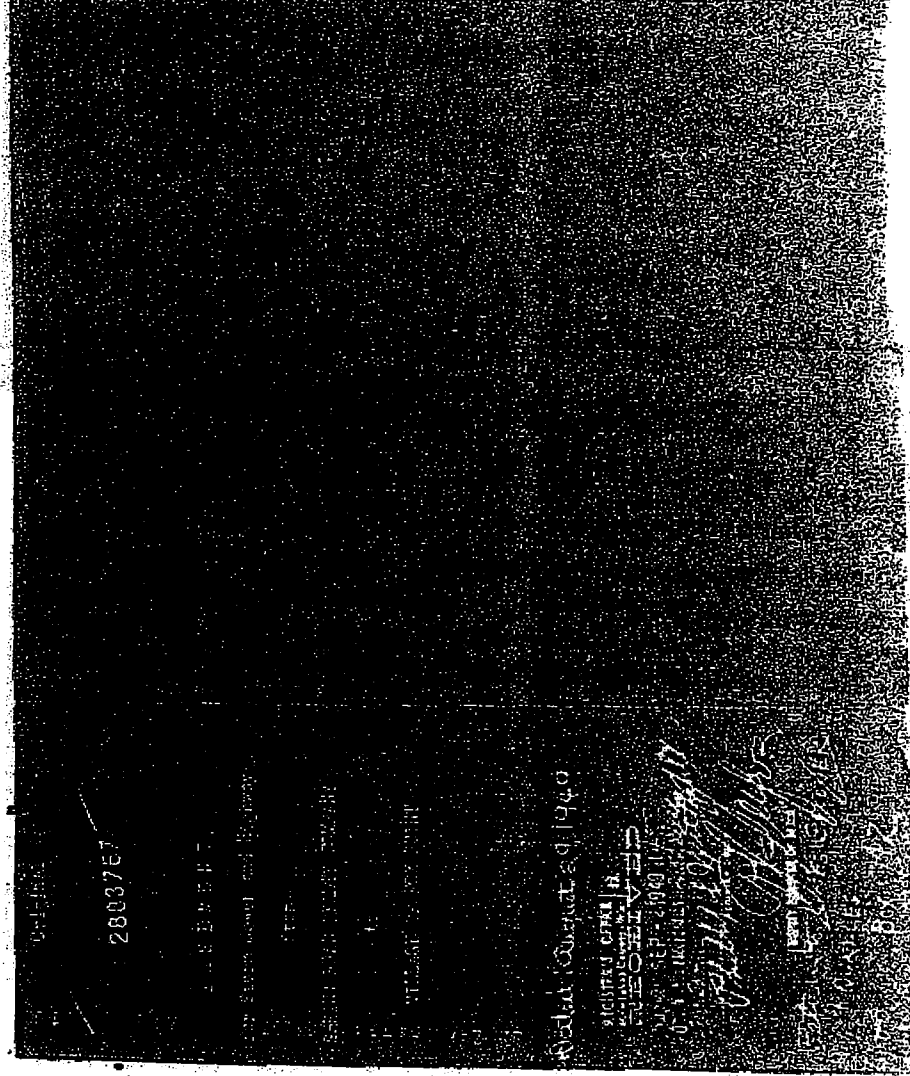
Michael A. West, Village President

Attest:



Tanya O'Malley, Village Clerk

EXHIBIT A



NE 1/4
Lot 7
PC { D
 U
SE 1/4
Lot 9
PC B1.

at 2001-10-28-15-38

2052 0341

Signed and Sealed in
presence of:

Little B. Hall
Little B. Hall

M. H. Jones
M. H. Jones

Notary Public for the State of
Mississippi
My Commission Expires
[illegible]

State of Mississippi
County of Yazoo

Know all men by these presents that
[illegible] of the County of Yazoo, State of Mississippi,
do hereby certify that [illegible]
[illegible] of the County of Yazoo, State of Mississippi,
is the true and lawful owner of the [illegible]
[illegible] of the County of Yazoo, State of Mississippi,
and all other [illegible]
[illegible] of the County of Yazoo, State of Mississippi,
and all other [illegible]
[illegible] of the County of Yazoo, State of Mississippi,
and all other [illegible]

Witness my hand and seal of office this [illegible] day of [illegible] 19[illegible].

THIS INSTRUMENT, made between WFLA, REAL ESTATE COMPANY, a corporation, as first party, and the VILLAGE OF FOX POINT, a municipal corporation located in Milwaukee County, Wisconsin, as second party, is as follows:

First party, the Board, for convenience and economy, has caused to be prepared and recorded hereon a plan of subdivision of land owned and controlled by first party, and which is situated in the Village of Fox Point, Wisconsin, and which is more fully described as follows: That certain lots, more or less, situated in the Village of Fox Point, Wisconsin, as shown on the plan of subdivision of land owned and controlled by first party, and which is more fully described as follows: That certain lots, more or less, situated in the Village of Fox Point, Wisconsin, as shown on the plan of subdivision of land owned and controlled by first party, and which is more fully described as follows:

Beginning at a point which is 240.00 ft. S 00.45° W of and 240.00 ft. S 00.45° E of the center of Section 16, T 1 N, R 12 W, in the Village of Fox Point, Milwaukee County, Wisconsin, bearing thence N 100.45° E, 200.17 ft. to the point of beginning of a street for highway and utility easement bounded and described as follows: thence N 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to the point of beginning.

Continuing at a point which is 240.00 ft. S 00.45° W of and 240.00 ft. S 00.45° E of the center of Section 16, T 1 N, R 12 W, in the Village of Fox Point, Milwaukee County, Wisconsin, bearing thence N 100.45° E, 200.17 ft. to the point of beginning of a street for highway and utility easement bounded and described as follows: thence N 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to the point of beginning.

NE 1/4
Lot 7
P.D.
SE 1/4
Part 9
P.D.

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... 200.17 ft. to a point, and then to the point of beginning of a street for highway and utility easement bounded and described as follows: thence N 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to a point; thence S 00.45° E, 200.17 ft. to the point of beginning.

PT DI

Remains of a small creek in 1875-76 ft. 200 feet
of and 1880 ft. 200-250 feet at the center of section
10, T. 2 N. R. 20 E. In the Valley of the North, Milwaukee
County, Wisconsin, near point where in the middle line
of a 10 ft. long road or high farm road crosses it
along a gravel line there remains of the road and
center of it to the North side, long about of which
is 1880 ft. 200-250 feet. It is a fairly
clean factory along a gravel line, some 100
ft. and more center of it to the North side, near center of

The remains of a small creek in 1875-76 ft. 200 feet
of and 1880 ft. 200-250 feet at the center of section
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center of it to the North side, long about of which
is 1880 ft. 200-250 feet. It is a fairly
clean factory along a gravel line, some 100
ft. and more center of it to the North side, near center of

11
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16

DOC.# 0997412

STORMWATER DRAINAGE EASEMENT

RECORDED 02/25/2011 12:00PM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Document Number

Document Title

This Easement is made this 16 day of FEBRUARY 2011, by Barry L. Grossman and Gail Ann Lione, husband and wife, (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1046 E. Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel; and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No. 2652, pages 344-346; and

Within the existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris; and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel; and

The Village of Fox Point hired a professional appraiser to appraise the value of the easement to be acquired, and the Owner has agreed to convey the easement upon the terms described herein for the appraised value.

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein.

In consideration of the financial compensation provided by the Village to the Owner as stated in the Agreement for the purchase of the easement between Owner and the Village based on the appraised value of the easement, and of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel.

Recording Area

Name and Return Address

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

FPV-095-9005 and FPV-095-9006

Parcel Identification Number (PIN)



COPY

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. **Grant of Easement.** The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other similar improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow water to drain across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").
2. **Construction, Maintenance, Repair, Inspection, Reconstruction.** The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Trees, bushes, branches and roots located wholly or in part within the Easement Area may be trimmed or removed from the Easement Area so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents. The Village shall provide advance notice to Owner before exercising the construction, maintenance and repair rights described in this paragraph, when reasonably possible.
3. **Binding on Owner of Owner's Parcel.** This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. **Not Exclusive; Limitations.** The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built by Owner or by the Village (other than the Village's Facilities) within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered without the written consent of the Village. Following the full completion and restoration of the initial construction of the facilities, the then-existing elevation of the ground surface within the Easement Area (the "Finished Elevation") shall not be substantially changed by the Village without the written consent of the Owner; provided that such consent is not required for the Village to restore the Easement Area to the Finished Elevation if the elevation should change over time for any reason, such as erosion or sedimentation or any other cause. The Village shall, within ninety (90) days of completion and restoration of the initial construction of the facilities, prepare an as-built plan showing the Finished Elevation. Such as-built plans shall be recorded by the Village against the Owner's Parcel in a document which references this Stormwater Drainage Easement.
5. **Severability.** If any term, covenant or condition of this agreement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the agreement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.

6. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

NOTICE:

1. The amount of compensation is \$7,200.00.
2. Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months after the date of recording of this conveyance document as set forth in §32.05(2a), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance document shall be treated as the award and the date the conveyance document is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None.

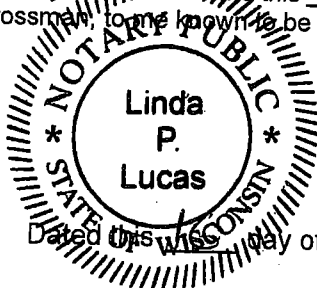
Dated this 16 day of FEB., 2011.

OWNER

Barry L. Grossman
 Barry L. Grossman

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of February, 2011, the above-named Barry L. Grossman, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Linda P. Lucas
 NOTARY PUBLIC, STATE OF WI
 My commission expires: 12/21/2014

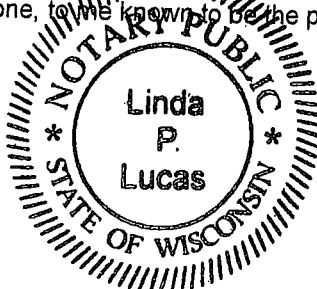
Dated this 16th day of FEB., 2011.

OWNER

Gail Ann Lione
 Gail Ann Lione

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of February, 2011, the above-named Gail Ann Lione, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Linda P. Lucas
 NOTARY PUBLIC, STATE OF WI
 My commission expires: 12/21/2014

This Instrument Was Drafted By:

Eric J. Larson, Village Attorney
Arenz, Molter, Macy & Riffle, S.C.
720 N. East Avenue
Waukesha, Wisconsin 53186

Y:\Agreemts\Grossman.Easement.FoxPt.clean.12-02-10, rev'd 2-16-11

EXHIBIT A

Attach Legal Description of Subject Property and Description of Easement Interest

Parcels 1 and 2 of Certified Survey Map No. 784, recorded January 12, 1968 on Reel 400, Image 52, as Document No. 4368264, being a part of the Northeast 1/4 and the Southeast 1/4 of Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee State of Wisconsin.

Tax Key No: 095-9005 (Parcel 1) and Tax Key No: 095-9006 (Parcel 2)

Address: 1046 E. Thorne Lane

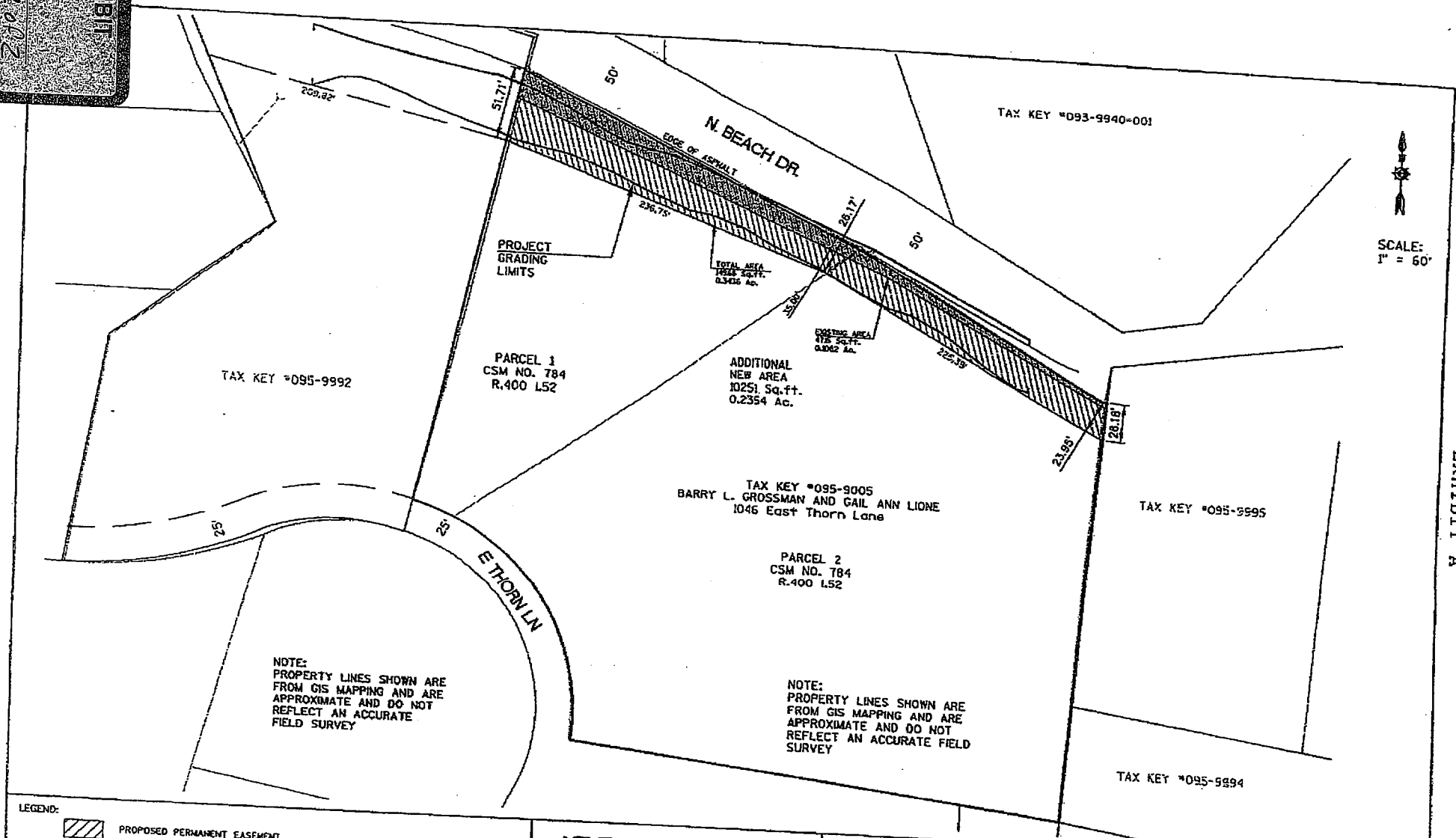
Y:\Agreemts\Grossman.Waiver of Second Appraisal.FxPt.12-02-10

Attachment to Exhibit B of Fox Point Resolution No. 2011-16.



tabbics
 Page 2 of 2
 EXHIBIT A

Attachment to Exhibit B of Fox Point Resolution No. 2011-16.
 EXHIBIT A



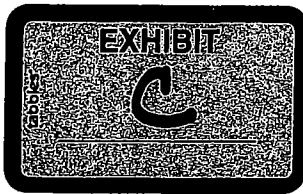
SCALE:
 1" = 60'

LEGEND:
 PROPOSED PERMANENT EASEMENT
 EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.351.6660

PROPOSED PERMANENT EASEMENT EXHIBIT			NORTH BEACH DRIVE RAVINE MITIGATION VILLAGE OF FOX POINT		
DESIGN BY	DRAWN BY	APPROVED BY	PROJECT NUMBER	DATE	REVISED DATE
			080257.02	3/19/2010	5/10/2010
PLOT DATE/TIME: 5/10/2010 3:55 PM			PLOTTED BY: RAISA KHAYTINA		

FILENAME: S:\Milw_Co\Foxpoint\Gov\080257-Storm Sewer Outfall Rehab\North Beach Ravine Rehabilitation\Survey\080257_ar.dwg LAST SAVED DATE: 5/10/2010



DOC.# 0999973

STORMWATER DRAINAGE EASEMENT

RECORDED 05/25/2011 08:59A
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Document Number

Document Title

This Stormwater Drainage Easement ("Easement") is made this 16th day of May 2011 by Joseph J. and Karen A. Balistreri, husband and wife, (collectively referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1030 E. Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel; and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No. 2652, pages 344-346 (the "Existing Easement"); and

Within the Existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris; and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel; and

The Village of Fox Point hired a professional appraiser to appraise the value of the Easement to be acquired, and the Owner has agreed to convey the Easement upon the terms described herein for the appraised value.

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein.

In consideration of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel.

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described as "Proposed Permanent Easement" on the attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, all within the Easement Area to allow

Recording Area

Name and Return Address

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

FPV-095-9992

Parcel Identification Number (PIN)

water to drain across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").

2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Trees, bushes, branches and roots may be trimmed or removed as necessary so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.
3. Binding on Owner of Owner's Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered without the written consent of the Village. Following the full completion and restoration of the initial construction of the Village's Facilities, the then-existing elevation of the ground surface within the Easement Area (the "Finished Elevation") shall not be substantially changed by the Village without the written consent of the Owner; provided that such consent is not required for the Village to restore the Easement Area to the Finished Elevation if the elevation should change over time for any reason, such as erosion or sedimentation or any other cause. The Village shall, within ninety (90) days of completion and restoration of the initial construction of the Village's Facilities, prepare an as-built plan showing the Finished Elevation. Such as-built plans shall be recorded by the Village against the Owner's Parcel in a document which references this Easement.
5. Severability. If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
6. Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

NOTICE PURSUANT TO WIS. STAT. § 32.05(2A):

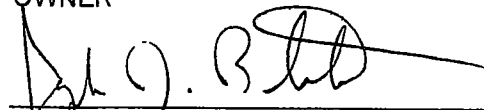
1. The amount of compensation is \$2,000.00.
2. Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months after the date of recording of this conveyance document as set forth in § 32.05(2a), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance document shall be treated as the award and the date the conveyance document is recorded shall be treated as the date of taking and the date of evaluation.
3. Other persons having an interest of record in the Owner's Parcel as of the date of this Easement:
 - Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Mortgage Electronic Registration Systems, Inc.

("MERS"), (solely as a nominee for Lender, Central States Mortgage Co., and Lender's successors and assigns) recorded September 12, 2003 as Document No. 8622412.

- Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Bank One NA, recorded September 24, 2001 as Document No. 8138616.

Dated this 16th day of May 2011.

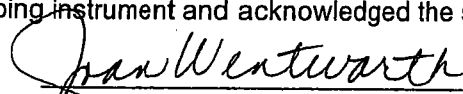
OWNER



 Joseph J. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

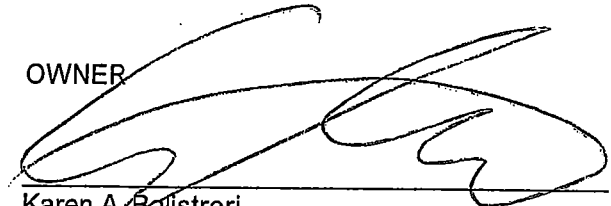
Personally came before me this 16th day of May 2011, the above-named Joseph J. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC, STATE OF WI
 My commission expires: 9/8/2013

Dated this 16th day of May 2011.

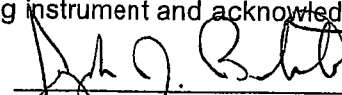
OWNER



 Karen A. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of May 2011, the above-named Karen A. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC, STATE OF WI
 My commission expires: is permanent

This instrument was Drafted By: Eric J. Larson, Village Attorney, Arenz, Molter, Macy & Riffle, S.C.
 720 N. East Avenue, Waukesha, Wisconsin 53186

Files: Fox Point, Balistreri, Thera Lane: Balistreri-Final: Balistreri, Easement, FxPr.051211.docx

Exhibit A
(Owner's Parcel)

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet);

said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

PARCEL II:

All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 32° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

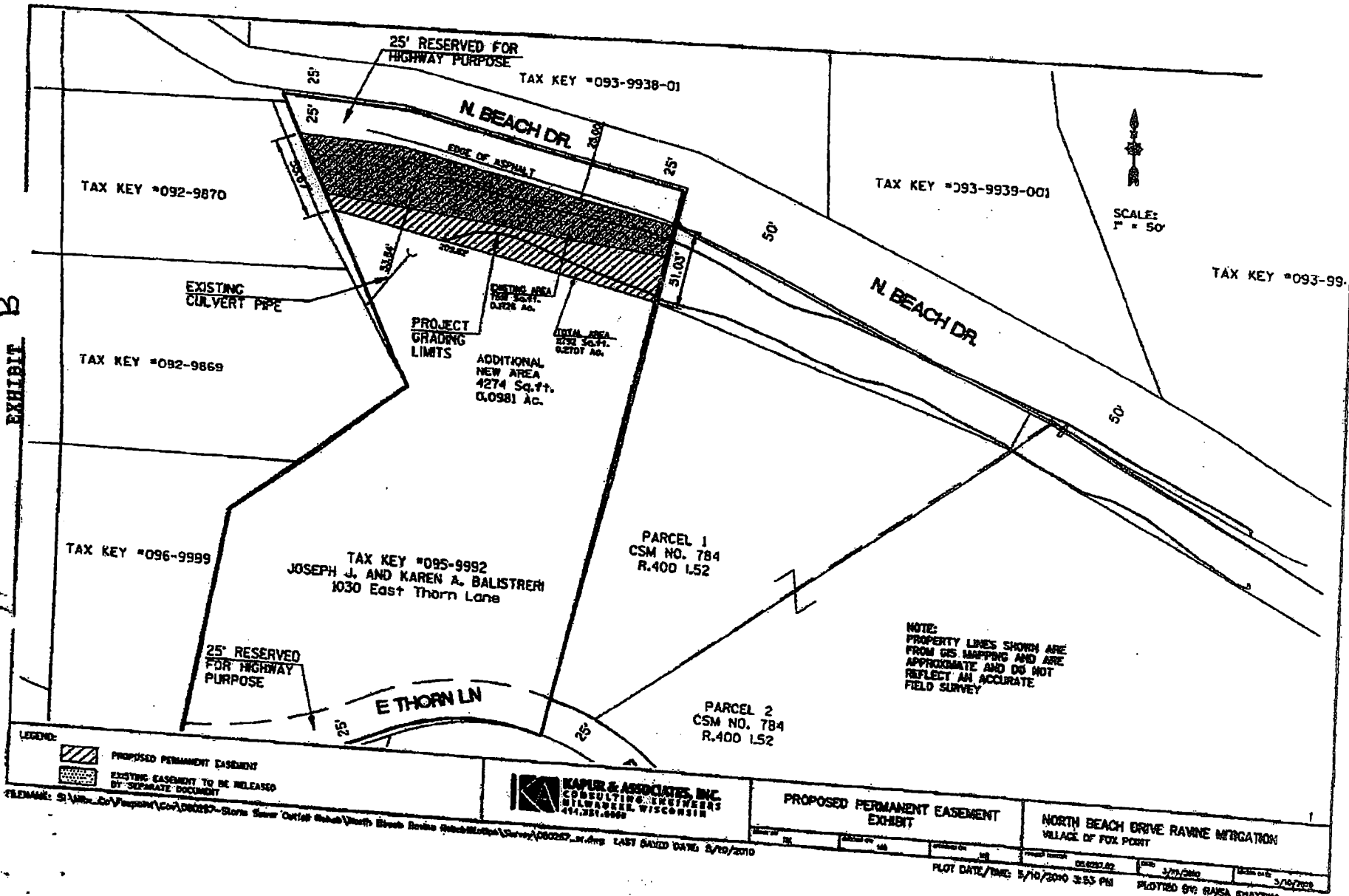
Tax Key No: 095-9992

Address: 1030 East Thorn Lane

Attachment to Exhibit C of Fox Point Resolution No. 2011-16.



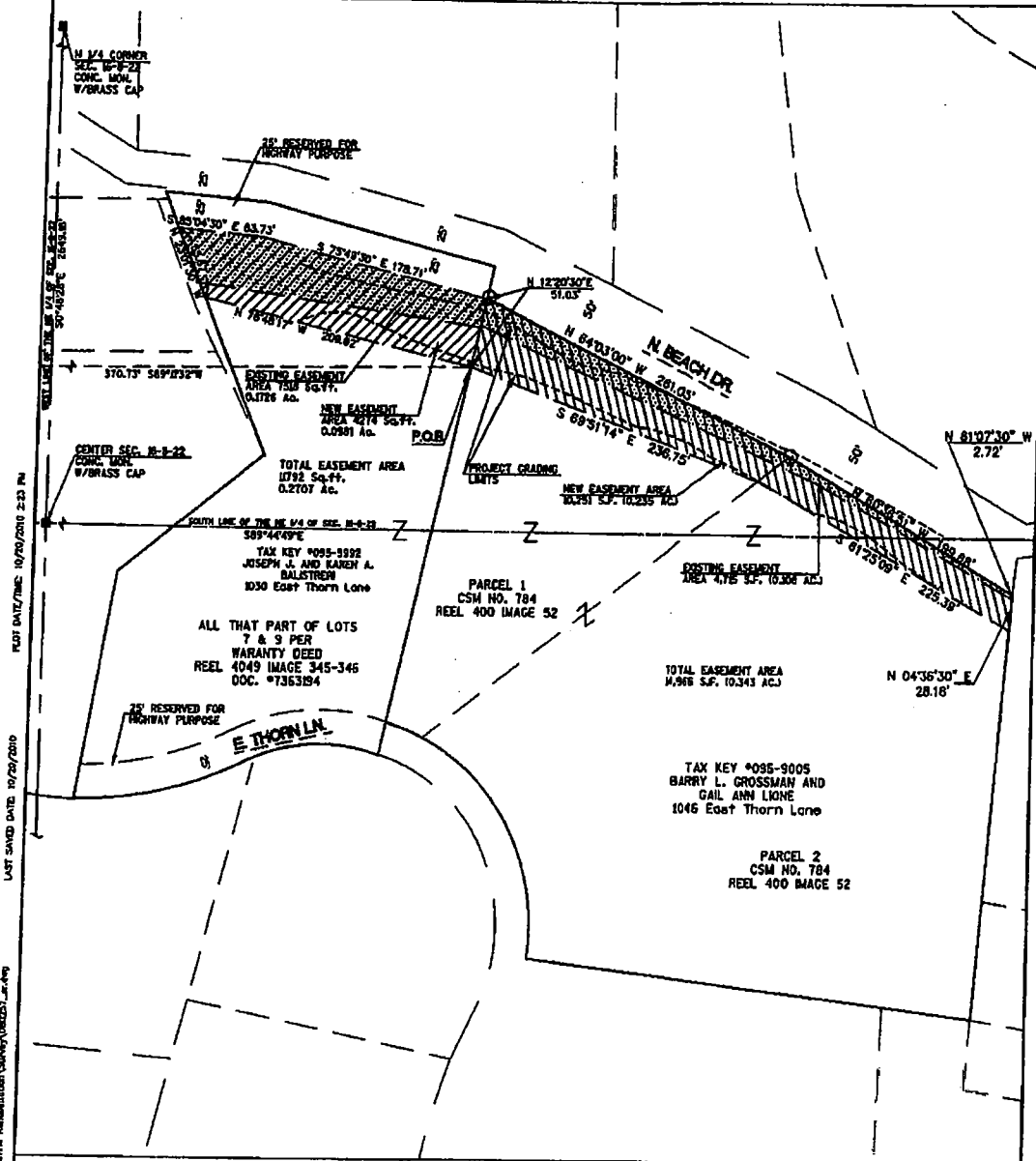
EXHIBIT B



STORM SEWER EASEMENT

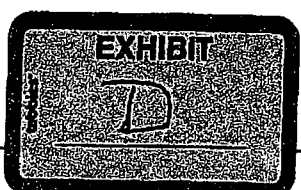
A PART OF THE NE 1/4 AND SE FRACTIONAL 1/4'S OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN.

SCALE: 1"=100'
NORTH REFERENCED TO THE NATIONAL COORDINATE SYSTEM
SECTION CORNER AND 27, THE WEST LINE OF THE NE 1/4 OF SEC. 15-8-22, BEARING N04°09'20"W.



PLAT DATE/TIME: 10/20/2010 2:33 PM
LAST SAVED DATE: 10/20/2010

FILENAME: S:\Vet..._Go\Mapdata\Gov\000237-Storm Sewer\Information\Survey\000237_..._A.dwg



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.397.6088



DOC.# 09999738

STORMWATER DRAINAGE EASEMENT

RECORDED 05/25/2011 08:59AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Document Number

Document Title

This Stormwater Drainage Easement ("Easement") is made this 16th day of May 2011 by Joseph J. and Karen A. Balistreri, husband and wife, (collectively referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1030 E. Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel; and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No. 2652, pages 344-346 (the "Existing Easement"); and

Within the Existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris; and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel; and

The Village of Fox Point hired a professional appraiser to appraise the value of the Easement to be acquired, and the Owner has agreed to convey the Easement upon the terms described herein for the appraised value.

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein.

In consideration of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel.

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described as "Proposed Permanent Easement" on the attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, all within the Easement Area to allow

Recording Area

Name and Return Address

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

FPV-095-9992

Parcel Identification Number (PIN)

water to drain across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").

2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Trees, bushes, branches and roots may be trimmed or removed as necessary so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.
3. Binding on Owner of Owner's Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered without the written consent of the Village. Following the full completion and restoration of the initial construction of the Village's Facilities, the then-existing elevation of the ground surface within the Easement Area (the "Finished Elevation") shall not be substantially changed by the Village without the written consent of the Owner; provided that such consent is not required for the Village to restore the Easement Area to the Finished Elevation if the elevation should change over time for any reason, such as erosion or sedimentation or any other cause. The Village shall, within ninety (90) days of completion and restoration of the initial construction of the Village's Facilities, prepare an as-built plan showing the Finished Elevation. Such as-built plans shall be recorded by the Village against the Owner's Parcel in a document which references this Easement.
5. Severability. If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
6. Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

NOTICE PURSUANT TO WIS. STAT. § 32.05(2A):

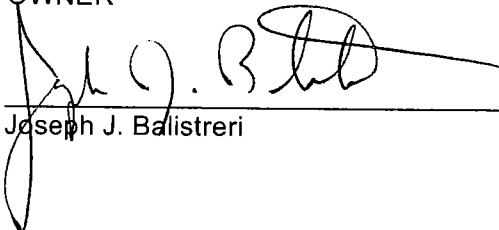
1. The amount of compensation is \$2,000.00.
2. Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months after the date of recording of this conveyance document as set forth in § 32.05(2a), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance document shall be treated as the award and the date the conveyance document is recorded shall be treated as the date of taking and the date of evaluation.
3. Other persons having an interest of record in the Owner's Parcel as of the date of this Easement:
 - Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Mortgage Electronic Registration Systems, Inc.

("MERS"), (solely as a nominee for Lender, Central States Mortgage Co., and Lender's successors and assigns) recorded September 12, 2003 as Document No. 8622412.

- Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Bank One NA, recorded September 24, 2001 as Document No. 8138616.

Dated this 16th day of May 2011.

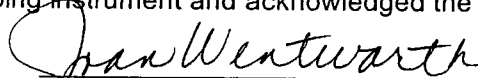
OWNER



 Joseph J. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

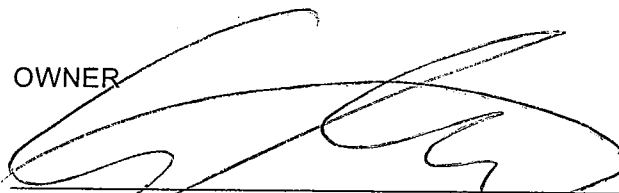
Personally came before me this 16th day of May 2011, the above-named Joseph J. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



 NOTARY PUBLIC, STATE OF WI
 My commission expires: 9/8/2013

Dated this 16th day of May 2011.

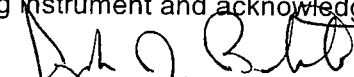
OWNER



 Karen A. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of May 2011, the above-named Karen A. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



 NOTARY PUBLIC, STATE OF WI
 My commission expires: is permanent

This Instrument Was Drafted By: Eric J. Larson, Village Attorney, Arenz, Molter, Macy & Riffle, S.C.
720 N. East Avenue, Waukesha, Wisconsin 53186

M:\Files\Fox Point Basin\51Thorn Lane\Balistreri-Final\Balistreri_Easement_FxPt.051211.docx

Exhibit A
(Owner's Parcel)

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet);

said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

PARCEL II:

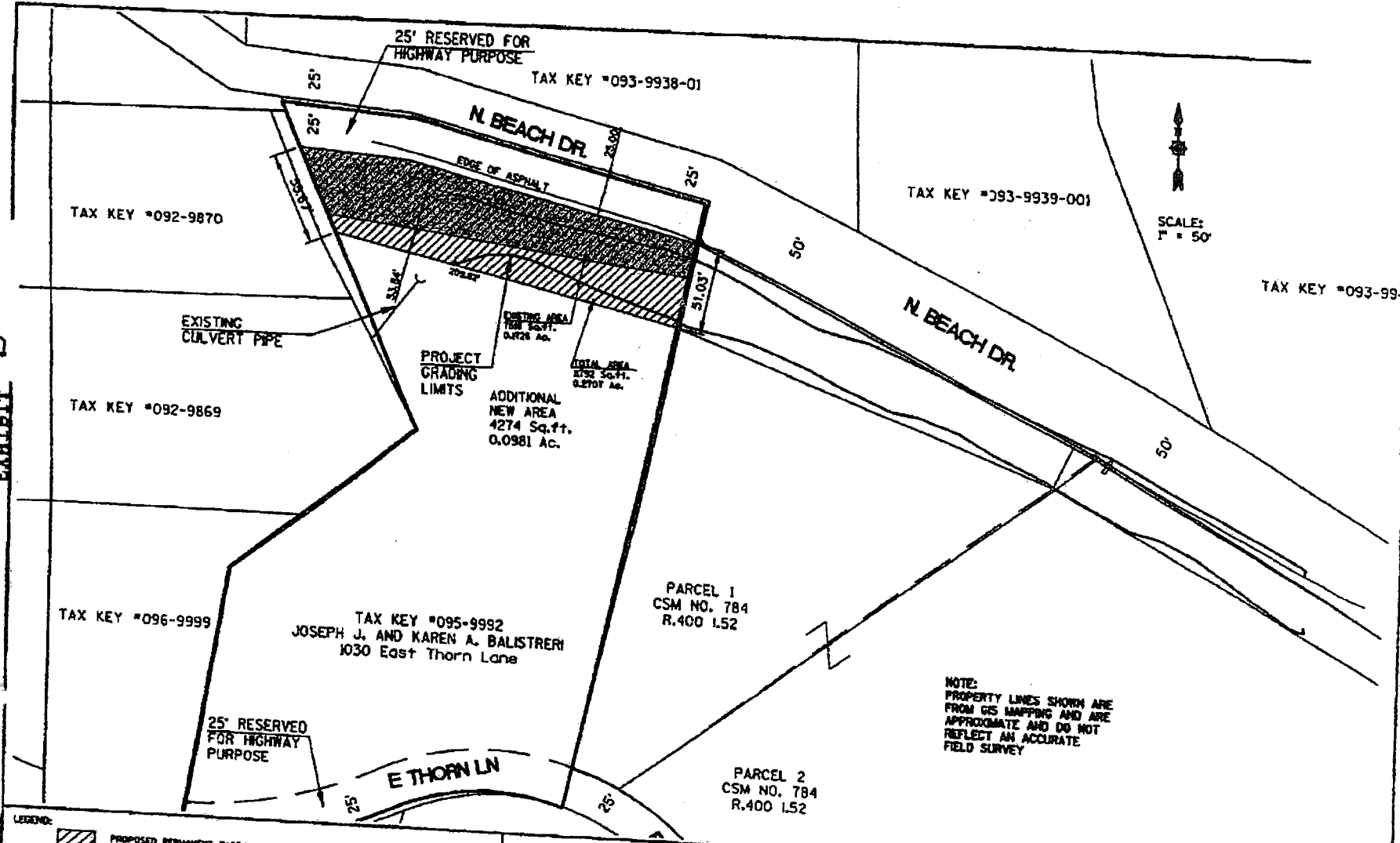
All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 29.30 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

Tax Key No: 095-9992

Address: 1030 East Thorn Lane



EXHIBIT B



TAX KEY *092-9870

TAX KEY *093-9938-01

TAX KEY *093-9939-001

TAX KEY *093-99-

TAX KEY *092-9869

TAX KEY *096-9999

TAX KEY *095-9982
JOSEPH J. AND KAREN A. BALISTRERI
1030 East Thorn Lane

PARCEL 1
CSM NO. 784
R.400 L52

PARCEL 2
CSM NO. 784
R.400 L52

PROJECT GRADING LIMITS
EXISTING AREA
787 SQ.FT.
0.028 AC.
ADDITIONAL NEW AREA
4274 SQ.FT.
0.0981 AC.
TOTAL AREA
5061 SQ.FT.
0.116 AC.

NOTE:
PROPERTY LINES SHOWN ARE
FROM GIS MAPPING AND ARE
APPROXIMATE AND DO NOT
REFLECT AN ACCURATE
FIELD SURVEY

LEGEND:

PROPOSED PERMANENT EASEMENT

EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.281.6000

PROPOSED PERMANENT EASEMENT EXHIBIT		NORTH BEACH DRIVE RAVINE MITIGATION VILLAGE OF FOX POINT	
DATE	SCALE	DATE	SCALE
3/10/2010	1" = 50'	3/10/2010	1" = 50'
PLOT DATE/TIME: 3/10/2010 3:53 PM		PLOTTED BY: RAISA KHAYTHA	

FILENAME: S:\Work\20\Projects\09\000999-Storm Sewer Outfall Rehabilitation\North Beach Drive Rehabilitation\Survey\060207.dwg LAST SAVED DATE: 3/10/2010

LIS PENDENS

Document Number

Document Name

TO: Register of Deeds:

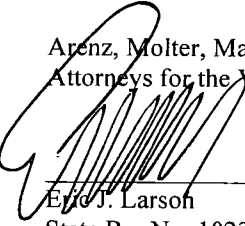
The Village of Fox Point has made a Jurisdictional Offer to Purchase pursuant to Wisconsin Statutes Section 32.05(3) to acquire an easement interest in real property located in Milwaukee County, Wisconsin identified in the Jurisdictional Offer to Purchase attached hereto and Incorporated by reference as Exhibit A.

Said Jurisdictional Offer to Purchase might confirm or change interests in such property.

All persons dealing with the parties in connection with this real estate after the filing of this notice will take subject to the rights of the parties, as to be determined in this matter.

Dated: February 16, 2011

Arenz, Molter, Macy & Riffle, S.C.
Attorneys for the Village of Fox Point


Eric J. Larson
State Bar No. 1023297
(262) 548-1340

Recording Area

Name and Return Address

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

VFP 095-9992

Parcel Identification Number (PIN)

JURISDICTIONAL OFFER TO PURCHASE (AMENDED FEBRUARY 16, 2011)
VILLAGE OF FOX POINT
NORTH BEACH DRIVE RAVINE STORMWATER DRAINAGE IMPROVEMENTS

TO: Mr. and Mrs. Joseph Balistreri
1030 East Thorn Lane
Fox Point, WI 53217

TO: Mortgage Electronic Registration Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026

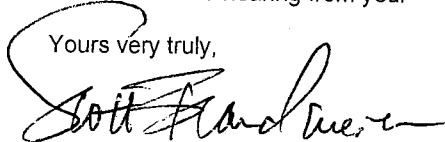
Bank One, N.A.
Milwaukee Private Client Services, LPO.
111 East Wisconsin Avenue
Milwaukee, WI 53202

PLEASE TAKE NOTICE:

1. Pursuant to the relocation order adopted by the Village Board for the Village of Fox Point on or about May 11, 2010, the Village is acquiring an easement in order to restore proper drainage, relieve the risks of flooding, control risk of erosion and related benefits of proper drainage in the North Beach Drive Ravine.
2. Pursuant to the foregoing, the Village is acquiring easement interests along the property known as 1030 East Thorn Lane, as further described in attached Exhibit A.
3. The Village intends to occupy this easement area, for installation and use of said improvements, beginning on approximately March 15, 2011.
4. The Village of Fox Point is offering Two Thousand Dollars (\$2,000) for the acquisition of this easement interest, itemized as follows. The compensation is determined per the appraisal, with no additional compensation for items enumerated in Section 32.09(6)(a) to (g), Wisconsin Statutes. Compensation for additional items of damage as set forth in Section 32.19 may be claimed under Section 32.20 and will be paid if shown to exist.
5. The appraisal of the property, on which this offer is made, is available for inspection at the Village of Fox Point Village Hall by persons having an interest in the land sought to be acquired.
6. The owner of the foregoing property has twenty (20) days from the date of completion of service of this notice, in which to accept or reject this offer.
7. If the owner has not accepted this offer pursuant to Wisconsin Statutes Section 32.05(6), the owner has forty (40) days from the date of completion of service of this notice to commence a court action to contest the right of condemnation as provided in Wisconsin Statutes Section 32.05(5), provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such action shall be an absolute bar to such action.
8. The owner, subject to Wisconsin Statutes Section 32.05(9)(a) and (11), will have two years from the date of the taking of property in which to appeal for greater compensation without prejudice to the right to use the compensation given by the award.

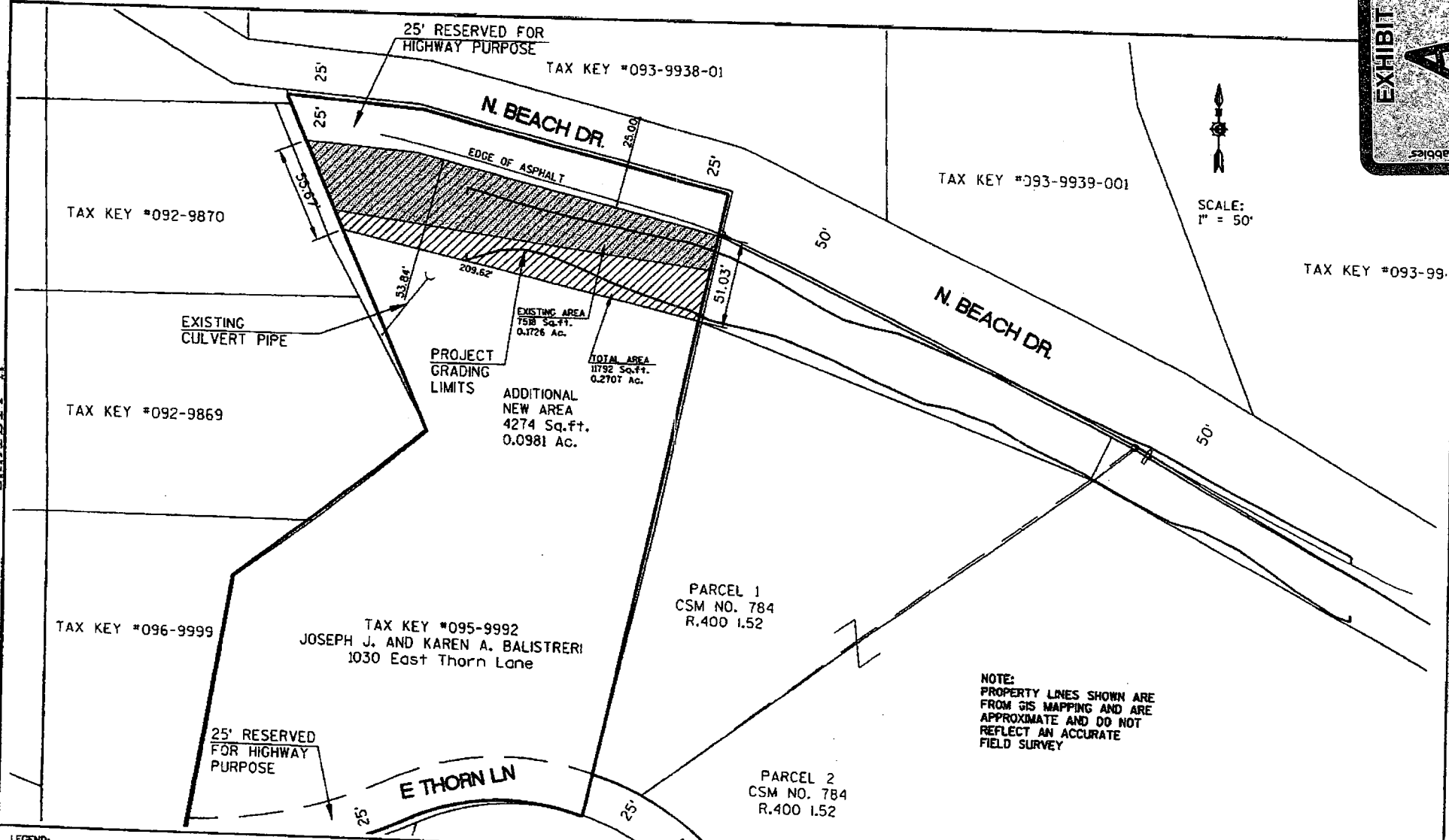
I look forward to hearing from you.

Yours very truly,



Scott Brandmeier
Director of Public Works
Village of Fox Point

cc: Susan Robertson, Village Manager
Tanya O'Malley, Village Clerk
Eric J. Larson, Village Attorney



SCALE:
1" = 50'

EXHIBIT A

LEGEND:

PROPOSED PERMANENT EASEMENT

EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.251.6668

PROPOSED PERMANENT EASEMENT EXHIBIT

NORTH BEACH DRIVE RAVINE MITIGATION
 VILLAGE OF FOX POINT

FILENAME: S:\MR\Co\Foxpoint\Gov\080257-Storm Sewer\Civil\Rehab\North Beach Ravine Rehab\Station\Survey\080257.mxd LAST SAVED DATE: 5/10/2010

DRAWN BY: RK	CHECKED BY: MB	APPROVED BY: MB	PROJECT NUMBER: 08.0257.02	DATE: 5/19/2010	REVISION DATE: 5/10/2010
PLOT DATE/TIME: 5/10/2010 3:53 PM			PLOTTED BY: RAISA KHAYTINA		

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet);

said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

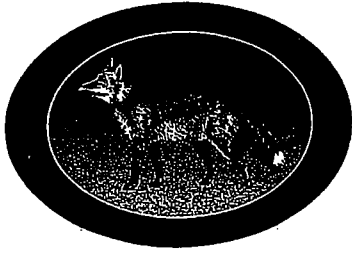
PARCEL II:

All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

Tax Key No: 095-9992

Address: 1030 East Thorn Lane





VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

PROPERTY MAINTENANCE
COMPLIANCE NOTICE

Property Owner: Balisteri

Date: 6/28/12

Address: 1030 E Thorn

The exterior of your property was inspected for code compliance. The inspection revealed the following items(s) of noncompliance:

DESCRIPTION

COMMENTS/CODE REFERENCE

- Fences
- Decks
- Retaining Walls
- Accessory Buildings
- Dwelling Exterior
- Litter
- Grass
- Dead Trees
- Exterior Storage
- Unenclosed Storage
- Other

Ok

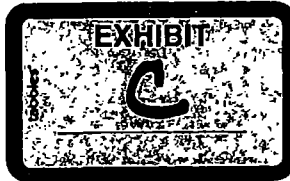
Pursuant to Chapter 33 of the Village code, the Village is hereby requiring you bring the above items into code compliance by _____. Please be advised that failure to comply with this notice will result in further action being taken by this department.

Please feel free to contact me should you have any questions concerning this notice.

Sincerely,

Property Maintenance Inspector

***PLEASE BE AWARE THAT FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN THE VILLAGE ARRANGING TO HAVE THIS WORK DONE, AT YOUR EXPENSE, PURSUANT TO SECTION 33.8(1)(d) OF THE VILLAGE CODE.**



DOC.# 0999973E

STORMWATER DRAINAGE EASEMENT

RECORDED 05/25/2011 08:59AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Document Number

Document Title

This Stormwater Drainage Easement ("Easement") is made this 16th day of May 2011 by Joseph J and Karen A Balistreri, husband and wife, (collectively referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village")

RECITALS:

Owner is the owner of the property located at 1030 E Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"), and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel, and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No 2652, pages 344-346 (the "Existing Easement"), and

Within the Existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris, and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel, and

The Village of Fox Point hired a professional appraiser to appraise the value of the Easement to be acquired, and the Owner has agreed to convey the Easement upon the terms described herein for the appraised value

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein

In consideration of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows

- 1 Grant of Easement The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described as "Proposed Permanent Easement" on the attached Exhibit B (such area referred to herein as the "Easement Area") Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, all within the Easement Area to allow

water to drain across Owner's Parcel (such facilities referred to herein as the "Village's Facilities")

- 2 Construction, Maintenance, Repair, Inspection, Reconstruction The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Trees, bushes, branches and roots may be trimmed or removed as necessary so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.
- 3 Binding on Owner of Owner's Parcel This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
- 4 Not Exclusive, Limitations The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered without the written consent of the Village. Following the full completion and restoration of the initial construction of the Village's Facilities, the then-existing elevation of the ground surface within the Easement Area (the "Finished Elevation") shall not be substantially changed by the Village without the written consent of the Owner, provided that such consent is not required for the Village to restore the Easement Area to the Finished Elevation if the elevation should change over time for any reason, such as erosion or sedimentation or any other cause. The Village shall, within ninety (90) days of completion and restoration of the initial construction of the Village's Facilities, prepare an as-built plan showing the Finished Elevation. Such as-built plans shall be recorded by the Village against the Owner's Parcel in a document which references this Easement.
- 5 Severability If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
- 6 Governing Law This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

NOTICE PURSUANT TO WIS STAT § 32.05(2A)

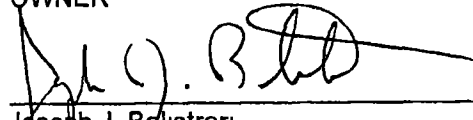
- 1 The amount of compensation is \$2,000.00.
- 2 Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months after the date of recording of this conveyance document as set forth in § 32.05(2a), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance document shall be treated as the award and the date the conveyance document is recorded shall be treated as the date of taking and the date of evaluation.
- 3 Other persons having an interest of record in the Owner's Parcel as of the date of this Easement
 - Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Mortgage Electronic Registration Systems, Inc.

("MERS"), (solely as a nominee for Lender, Central States Mortgage Co, and Lender's successors and assigns) recorded September 12, 2003 as Document No 8622412

- Mortgage, according to the terms and provisions thereof, from Joseph J Balistreri and Karen A Balistreri, husband and wife, to Bank One NA, recorded September 24, 2001 as Document No 8138616

Dated this 16th day of May 2011

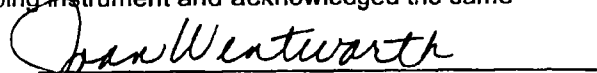
OWNER



 Joseph J Balistreri

STATE OF WISCONSIN)
) ss
 COUNTY OF MILWAUKEE)


Personally came before me this 16th day of May 2011, the above-named Joseph J Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same



 NOTARY PUBLIC, STATE OF WI
 My commission expires 9/8/2013

Dated this 16th day of May 2011

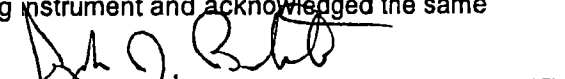
OWNER



 Karen A Balistreri

STATE OF WISCONSIN)
) ss
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of May 2011, the above-named Karen A Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same



 NOTARY PUBLIC, STATE OF WI
 My commission expires is permanent

This instrument Was Drafted By Eric J Larson, Village Attorney, Arenz, Molter, Macy & Riffle, S C
720 N. East Avenue, Waukesha, Wisconsin 53186



W:\files\Fox Farm\Bridg 3 Third Lane Balistreri Fami Balistreri Escrowed FcPr 051211.docx

Exhibit A
(Owner's Parcel)

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet);

said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

PARCEL II:

All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 29.30 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

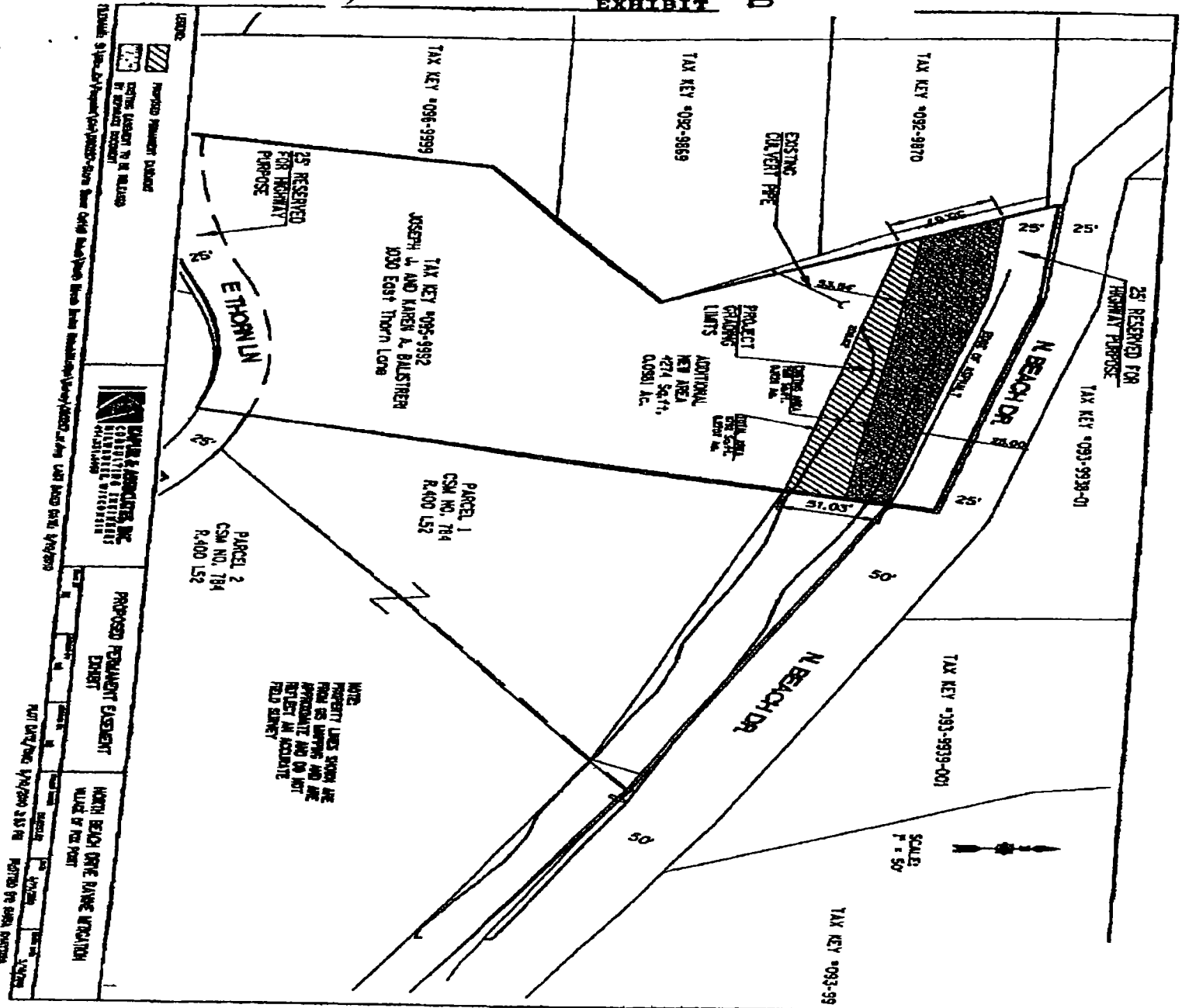
Tax Key No: 095-9992

Address: 1030 East Thorn Lane

Attachment to Exhibit C of Fox Point Resolution No. 2011-16.



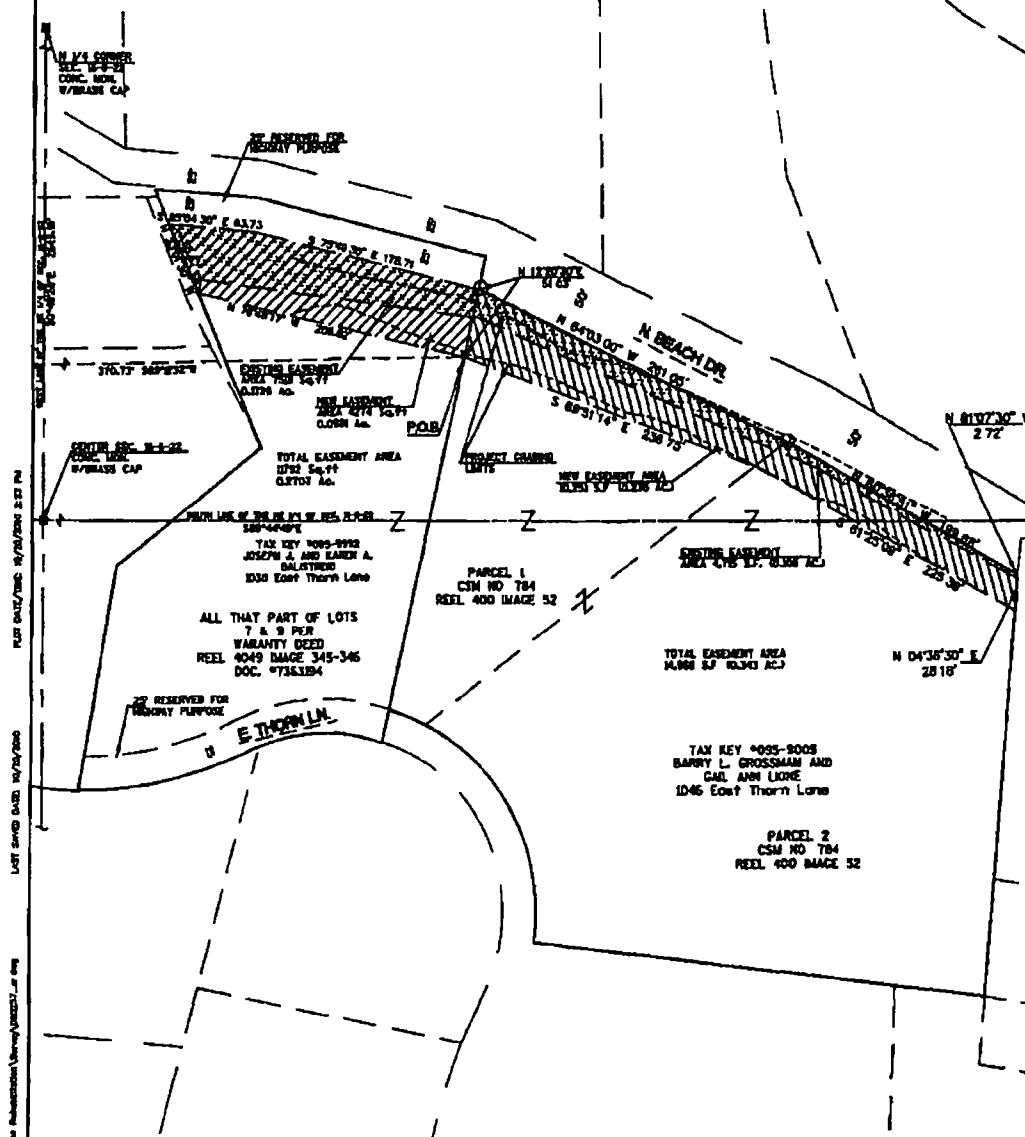
EXHIBIT B



SCALE 1"=100'
NORTH REFERENCED TO THE
NAD83 COORDINATE SYSTEM
SECTION ZONE AND 1/4 OF SEC.
LINE OF THE NE 1/4 OF SEC.
18-3-22, BEARING RECORDED

STORM SEWER EASEMENT

A PART OF THE NE 1/4 AND SE FRACTIONAL 1/4'S OF SECTION
26, TOWNSHIP 8 NORTH, RANGE 22 EAST, SITUATED IN THE
VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN.



FILED: 11/15/2011 10:58 AM
 LEFT: 10/15/2010
 RIGHT: 10/15/2010 10:58 AM

- LEGEND**
- IRON PIPE FOUND
 - PROPOSED PERMANENT EASEMENT
 - EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT



KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.351.6688

LAW OFFICES OF
ARENZ, MOLTER, MACY & RIFFLE, S.C.

720 N. EAST AVENUE
P.O. BOX 1348 (53187-1348)
WAUKESHA, WI 53186
Telephone: (262) 548-1340
Facsimile: (262) 548-9211
Email: elarson@ammr.net

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY
COURT COMMISSIONER
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
PAUL E. ALEXY
JULIE A. AQUAVIA
R. VALJON ANDERSON

July 28, 2011

Scott J Brandmeier
Director of Public Works
Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, WI 53217

Re: Village of Fox Point

**A Resolution to Conditionally Release the Village Interest in an
Easement for Stormwater and Highway Purposes in the Village of
Fox Point**

Recorded Resolution

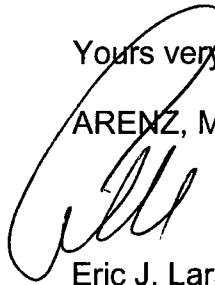
Dear Mr. Brandmeier:

Enclosed please find the original recorded resolution that I have received from the Register of Deeds. The enclosed is marked to show that it was properly recorded. I am returning this original document to you for your files.

If you should have any questions regarding this matter, please do not hesitate to contact me.

Yours very truly,

ARENZ, MOLTER, MACY & RIFFLE, S.C.



Eric J. Larson

EJL/bes

Enclosure

cc: Tanya O'Malley, Town Clerk

Y:\FoxPt\Basin 5\Thorn Lane\Release of Easements Resolution\sb.ltr.07-28-11

20
19

A RESOLUTION TO CONDITIONALLY RELEASE
THE VILLAGE INTEREST IN AN EASEMENT FOR
STORMWATER AND HIGHWAY PURPOSES
IN THE VILLAGE OF FOX POINT



* 1 0 0 1 1 2 0 5 *

DOC.# 10011205

Document Number

Document Name

RECORDED 07/05/2011 09:24AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

Recording Area

Name and Return Address

Eric J. Larson
PO Box 1348
Waukesha, WI 53187-1348

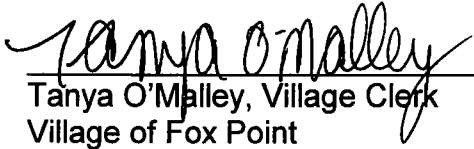
FPV-095-9992, FPV-095-9005 and FPV-095-9006

Parcel Identification Number (PIN)

CERTIFICATION

I, Tanya O'Malley, Village Clerk of the Village of Fox Point, Milwaukee County, State of Wisconsin, DO HEREBY CERTIFY that the attached Resolution, including the exhibits attached thereto, is the official Resolution as approved by the Village Board of the Village of Fox Point on June 14, 2011.

Dated this 28th day of June, 2011.



Tanya O'Malley, Village Clerk
Village of Fox Point

RESOLUTION NO. 2011-16

**A RESOLUTION TO CONDITIONALLY RELEASE THE VILLAGE INTEREST IN
AN EASEMENT FOR STORMWATER AND HIGHWAY PURPOSES
IN THE VILLAGE OF FOX POINT**

WHEREAS, on or about August 29, 1949, the "Easement for Storm Sewer and Highway from Spring Road Realty Company to Village of Fox Point" (a copy of which is attached hereto and incorporated by reference as Exhibit A) was recorded by the Milwaukee County Register of Deeds as Document Number 2883767 (the "Existing Easement"); and

WHEREAS, the Village of Fox Point has, more recently, been granted the two (2) easements entitled "Stormwater Drainage Easement", which are attached hereto and incorporated by reference as Exhibits B and C, and which have been recorded by the Milwaukee County Register of Deeds as Document Numbers 09974123 and 09999738 (both easements hereinafter collectively referred to as the "Permanent Easements"); and

WHEREAS, the easement granted to the Village of Fox Point under the Existing Easement is depicted in relation to the easement granted to the Village of Fox Point by the Permanent Easements on the attached Exhibit D (which is hereby incorporated by reference) and designated on Exhibit D as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT"; and

WHEREAS, the Director of Public Works has recommended that the Village of Fox Point release its interest in the easement area depicted on Exhibit D as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT" since the interest in lands reflected thereby is duplicated in, and exceeded by, the interest in lands granted to the Village by the Permanent Easements; and

WHEREAS, the Village Board of Trustees for the Village of Fox Point intends that the Permanent Easements and the rights granted thereunder shall not be disturbed by any release of any interest granted by the Existing Easement; and

WHEREAS, the public interest requires that easement depicted by Exhibit D as "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT" in the Village of Fox Point be released; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Village Board of the Village of Fox Point as follows:

1. The foregoing recitals are hereby incorporated and made a part of this Resolution.
2. That the Village of Fox Point's easement interest in the lands depicted on the

attached Exhibit D as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT", which was granted to the Village of Fox Point pursuant to the "Easement for Storm Sewer and Highway from Spring Road Realty Company to Village of Fox Point" and recorded as Document Number 2883767, is hereby released provided, however, that the lands depicted as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT" are, and shall remain subject to the easement interest granted to the Village of Fox Point by the Permanent Easements.

3. This Resolution, and the Exhibits hereto, shall be recorded with the Milwaukee County Register of Deeds.

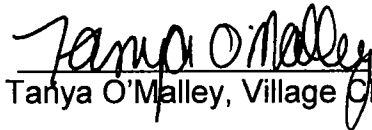
Dated at Fox Point, Wisconsin this 21st day of June 2011.

VILLAGE OF FOX POINT



Michael A. West, Village President

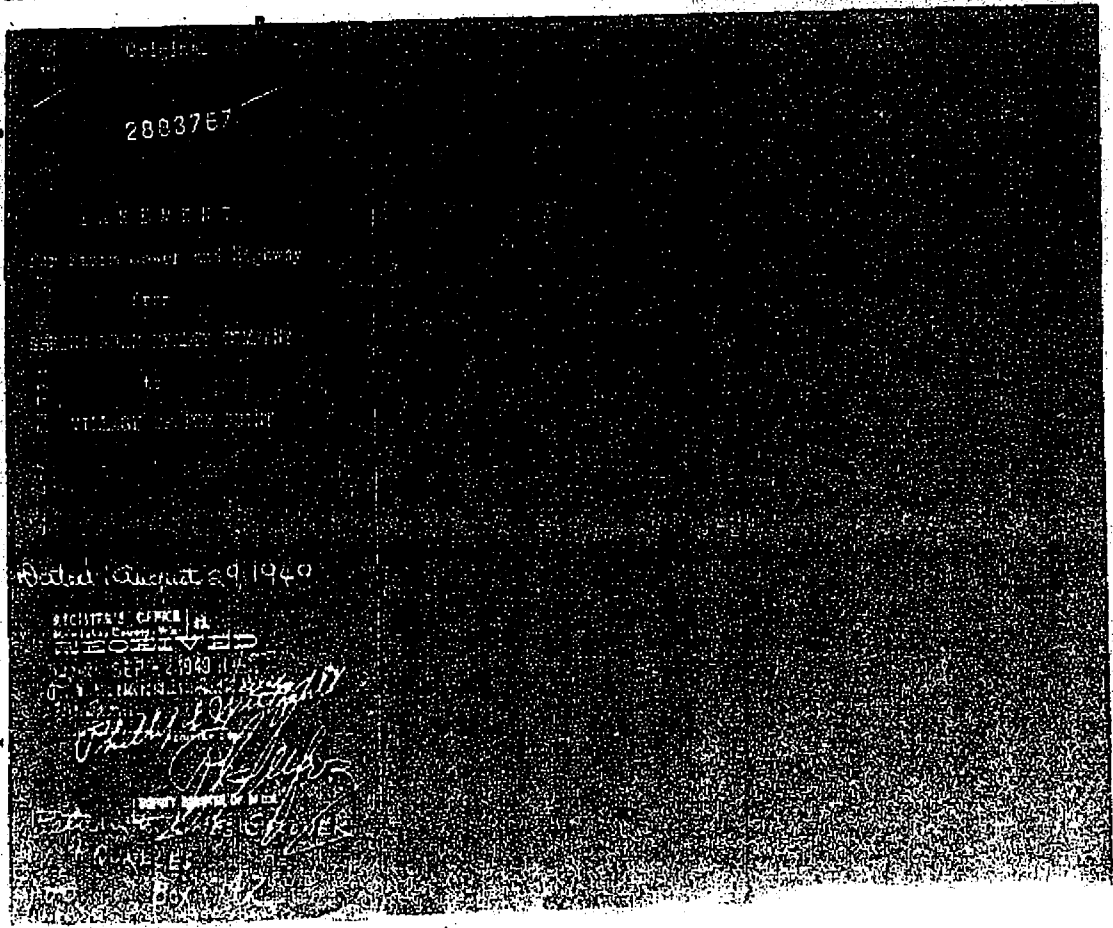
Attest:



Tanya O'Malley, Village Clerk

EXHIBIT A

51



NE 1/4
 Lot 7
 pt { D
 U

SE 1/4
 Lot 9
 pt B1.

and pt 20-21-22-24-25-28

2652 4 ME

Signed and Sealed in
presence of:

Lucie B. Stoll
Bellevue, Wash.

M. L. ...
Bellevue

WITNESSES

...
Bellevue

...
Bellevue

I, ... of the County of ... State of ... do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of ... State of ... and that the same is a true and correct copy of the original as the same appears from the records of the County of ... State of ...

...
Bellevue, Wash.
Notary Public

2052 344

The first step was to determine the location of the
company in the city and the amount of the
initial capital invested in the company. The
amount of the initial capital invested in the
company was \$100,000.

The second step was to determine the location of the
company in the city and the amount of the
initial capital invested in the company. The
amount of the initial capital invested in the
company was \$100,000.

The third step was to determine the location of the
company in the city and the amount of the
initial capital invested in the company. The
amount of the initial capital invested in the
company was \$100,000.

The fourth step was to determine the location of the
company in the city and the amount of the
initial capital invested in the company. The
amount of the initial capital invested in the
company was \$100,000.

NE 1/4
Section 9
T10N
R10W

2052 344

AT DI

Continuing on a point south of ... of the ... in the ... of the ...

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114
115

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114
113

The ... of the ... and the ... of the ...

First, ... of the ... and the ...

It is ... of the ... and the ...

28

STORMWATER DRAINAGE EASEMENT

RECORDED 02/25/2011 12:00PM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

Document Number

Document Title

This Easement is made this 16 day of FEBRUARY 2011, by Barry L. Grossman and Gail Ann Lione, husband and wife, (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1046 E. Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel; and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No. 2652, pages 344-346; and

Within the existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris; and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel; and

The Village of Fox Point hired a professional appraiser to appraise the value of the easement to be acquired, and the Owner has agreed to convey the easement upon the terms described herein for the appraised value.

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein.

In consideration of the financial compensation provided by the Village to the Owner as stated in the Agreement for the purchase of the easement between Owner and the Village based on the appraised value of the easement, and of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel.

Recording Area

Name and Return Address

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

FPV-095-9005 and FPV-095-9006

Parcel Identification Number (PIN)



COPY

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other similar improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow water to drain across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Trees, bushes, branches and roots located wholly or in part within the Easement Area may be trimmed or removed from the Easement Area so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents. The Village shall provide advance notice to Owner before exercising the construction, maintenance and repair rights described in this paragraph, when reasonably possible.
3. Binding on Owner of Owner's Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built by Owner or by the Village (other than the Village's Facilities) within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered without the written consent of the Village. Following the full completion and restoration of the initial construction of the facilities, the then-existing elevation of the ground surface within the Easement Area (the "Finished Elevation") shall not be substantially changed by the Village without the written consent of the Owner; provided that such consent is not required for the Village to restore the Easement Area to the Finished Elevation if the elevation should change over time for any reason, such as erosion or sedimentation or any other cause. The Village shall, within ninety (90) days of completion and restoration of the initial construction of the facilities, prepare an as-built plan showing the Finished Elevation. Such as-built plans shall be recorded by the Village against the Owner's Parcel in a document which references this Stormwater Drainage Easement.
5. Severability. If any term, covenant or condition of this agreement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the agreement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.

6. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

NOTICE:

1. The amount of compensation is \$7,200.00.
2. Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months after the date of recording of this conveyance document as set forth in §32.05(2a), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance document shall be treated as the award and the date the conveyance document is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None.

Dated this 16 day of FEB, 2011.

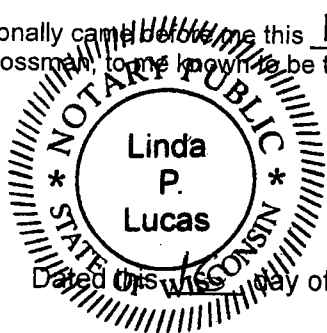
OWNER

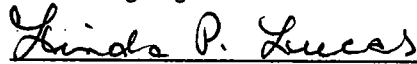


 Barry L. Grossman

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of February, 2011, the above-named Barry L. Grossman, to me known to be the person who executed the foregoing instrument and acknowledged the same.

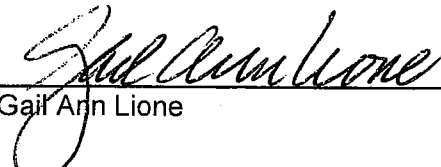




 NOTARY PUBLIC, STATE OF WI
 My commission expires: 12/21/2014

Dated this 16th day of FEB, 2011.

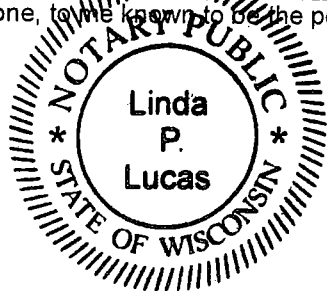
OWNER

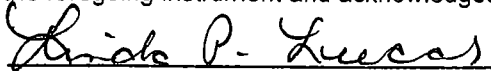


 Gail Ann Lione

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of February, 2011, the above-named Gail Ann Lione, to me known to be the person who executed the foregoing instrument and acknowledged the same.





 NOTARY PUBLIC, STATE OF WI
 My commission expires: 12/21/2014

This Instrument Was Drafted By:

Eric J. Larson, Village Attorney
Arenz, Molter, Macy & Riffle, S.C.
720 N. East Avenue
Waukesha, Wisconsin 53186

Y:\Agreemts\Grossman.Easement.FoxPt.clean.12-02-10, rev'd 2-16-11

EXHIBIT A

Attach Legal Description of Subject Property and Description of Easement Interest

Parcels 1 and 2 of Certified Survey Map No. 784, recorded January 12, 1968 on Reel 400, Image 52, as Document No. 4368264, being a part of the Northeast 1/4 and the Southeast 1/4 of Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee State of Wisconsin.

Tax Key No: 095-9005 (Parcel 1) and Tax Key No: 095-9006 (Parcel 2)

Address: 1046 E. Thorne Lane

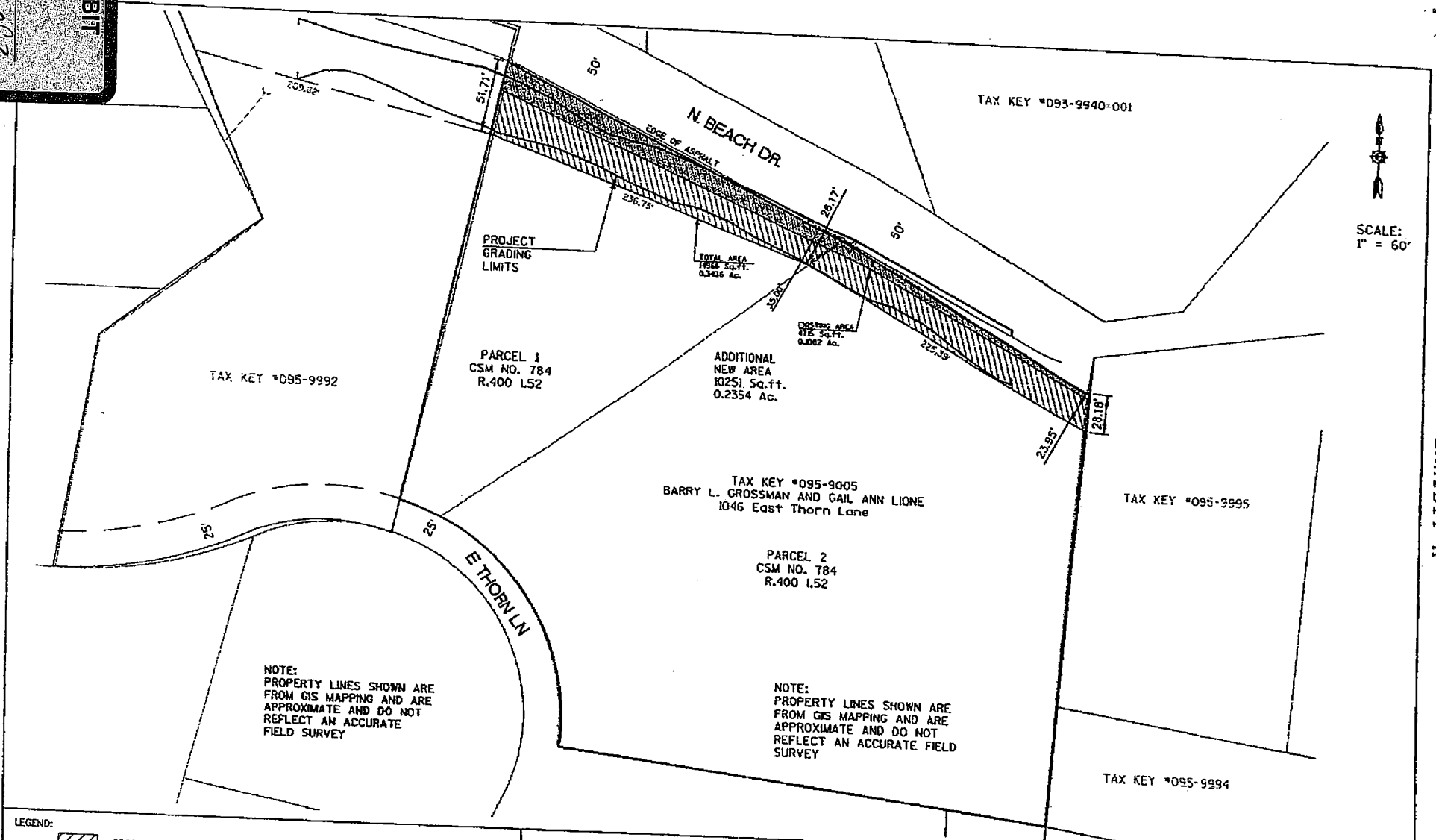
Y:\Agreemts\Grossman,Waiver of Second Appraisal.FxPt.12-02-10

Attachment to Exhibit B of Fox Point Resolution No. 2011-16.



tabbles
EXHIBIT
 A
 Page 2 of 2

Attachment to Exhibit B of Fox Point Resolution No. 2011-16.
 EXHIBIT A



SCALE:
 1" = 60'

LEGEND:

PROPOSED PERMANENT EASEMENT

EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

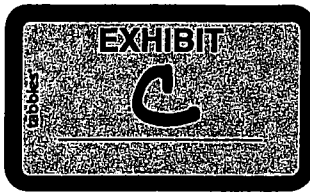
KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 474.351.6669

PROPOSED PERMANENT EASEMENT EXHIBIT

NORTH BEACH DRIVE RAVINE MITIGATION VILLAGE OF FOX POINT

FILENAME: S:\Milw_Co\Foxpoint\Gov\080257-Storm Sewer Outfall Rehab\North Beach Ravine Rehab\Hoffen\Survey\080257_sr.dwg LAST SAVED DATE: 5/10/2010

DATE OF: RK	DRAWN BY: MS	APPROVED BY: MS	PROJECT NUMBER: 08.0257.02	DATE: 3/19/2010	REVISED DATE: 5/10/2010
PLOT DATE/TIME: 5/10/2010 3:55 PM			PLOTTED BY: RAISA KHAYTINA		



DOC.# 09999738

STORMWATER DRAINAGE EASEMENT

RECORDED 05/25/2011 08:59AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

Document Number

Document Title

This Stormwater Drainage Easement ("Easement") is made this 16th day of May 2011 by Joseph J. and Karen A. Balistreri, husband and wife, (collectively referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1030 E. Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel; and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No. 2652, pages 344-346 (the "Existing Easement"); and

Within the Existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris; and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel; and

The Village of Fox Point hired a professional appraiser to appraise the value of the Easement to be acquired, and the Owner has agreed to convey the Easement upon the terms described herein for the appraised value.

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein.

In consideration of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel.

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described as "Proposed Permanent Easement" on the attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, all within the Easement Area to allow

Recording Area

Name and Return Address

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

FPV-095-9992

Parcel Identification Number (PIN)

water to drain across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").

2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Trees, bushes, branches and roots may be trimmed or removed as necessary so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.
3. Binding on Owner of Owner's Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered without the written consent of the Village. Following the full completion and restoration of the initial construction of the Village's Facilities, the then-existing elevation of the ground surface within the Easement Area (the "Finished Elevation") shall not be substantially changed by the Village without the written consent of the Owner; provided that such consent is not required for the Village to restore the Easement Area to the Finished Elevation if the elevation should change over time for any reason, such as erosion or sedimentation or any other cause. The Village shall, within ninety (90) days of completion and restoration of the initial construction of the Village's Facilities, prepare an as-built plan showing the Finished Elevation. Such as-built plans shall be recorded by the Village against the Owner's Parcel in a document which references this Easement.
5. Severability. If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
6. Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

NOTICE PURSUANT TO WIS. STAT. § 32.05(2A):

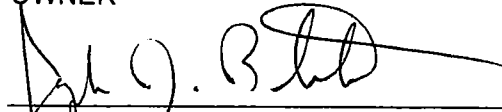
1. The amount of compensation is \$2,000.00.
2. Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months after the date of recording of this conveyance document as set forth in § 32.05(2a), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance document shall be treated as the award and the date the conveyance document is recorded shall be treated as the date of taking and the date of evaluation.
3. Other persons having an interest of record in the Owner's Parcel as of the date of this Easement:
 - Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Mortgage Electronic Registration Systems, Inc.

("MERS"), (solely as a nominee for Lender, Central States Mortgage Co., and Lender's successors and assigns) recorded September 12, 2003 as Document No. 8622412.

- Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Bank One NA, recorded September 24, 2001 as Document No. 8138616.

Dated this 16th day of May 2011.

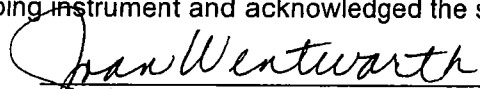
OWNER



 Joseph J. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

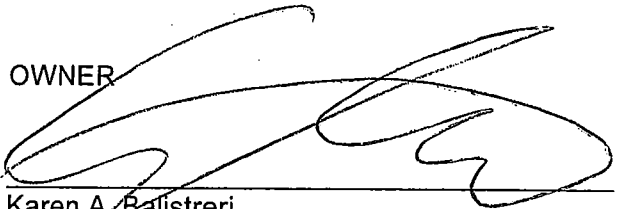
Personally came before me this 16th day of May 2011, the above-named Joseph J. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



 NOTARY PUBLIC, STATE OF WI
 My commission expires: 9/8/2013

Dated this 16th day of May 2011.

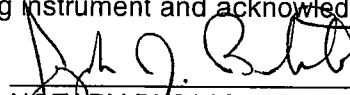
OWNER



 Karen A. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of May 2011, the above-named Karen A. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



 NOTARY PUBLIC, STATE OF WI
 My commission expires: is permanent

This instrument Was Drafted By: Eric J. Larson, Village Attorney, Arenz, Molter, Macy & Riffle, S.C.
720 N. East Avenue, Waukesha, Wisconsin 53186

M:\Filey_Fox Point_Regin's\Terry Lane:Balistreri-Final:Balistreri.Easement.FxPt.051211.docx

Exhibit A

(Owner's Parcel)

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet);

said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

PARCEL II:

All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

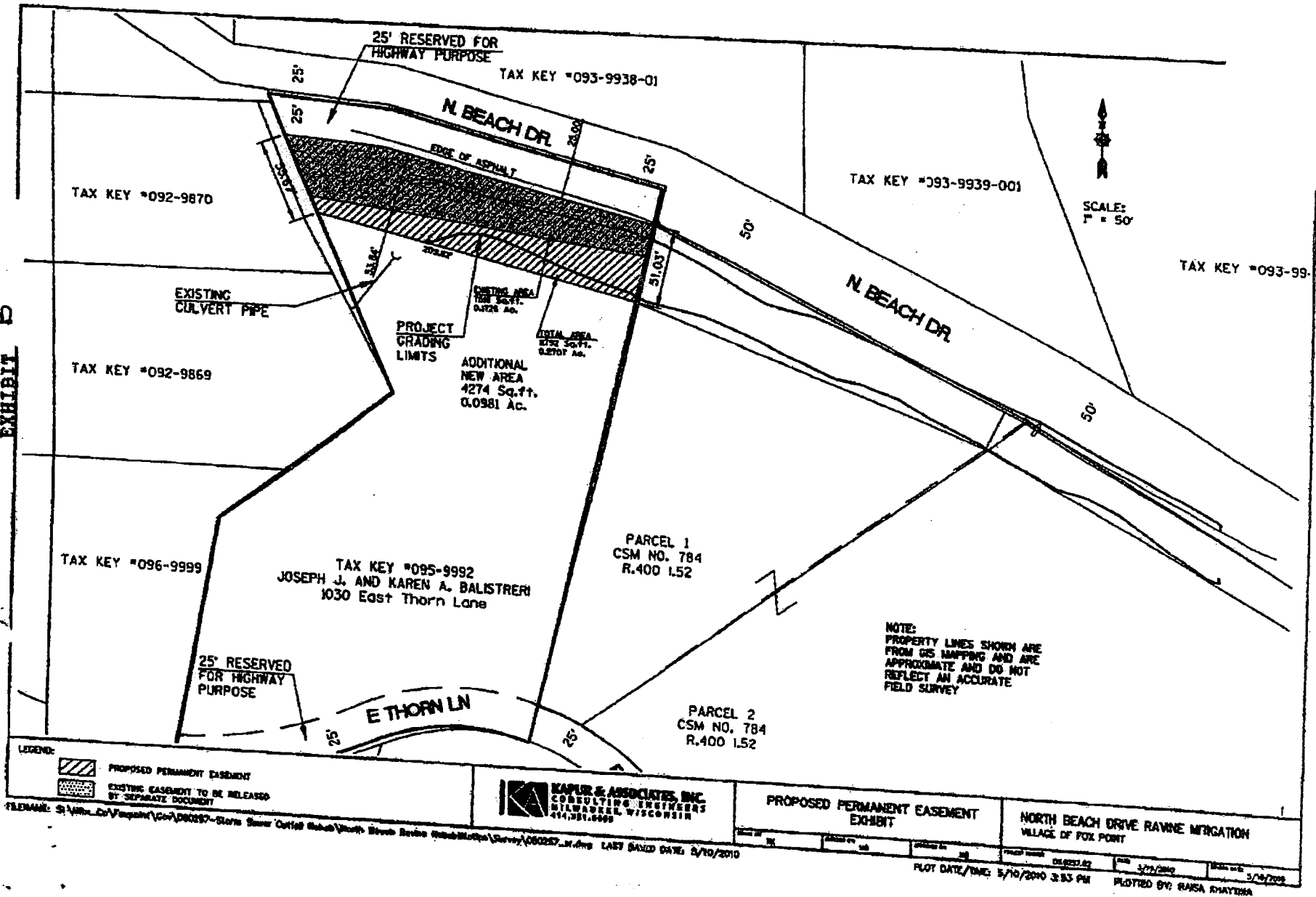
Tax Key No: 095-9992

Address: 1030 East Thorn Lane

Attachment to Exhibit C of Fox Point Resolution No. 2011-16.



EXHIBIT B



LEGEND:
 PROPOSED PERMANENT EASEMENT
 EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

KAPUR & ASSOCIATES INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.381.0000

PROPOSED PERMANENT EASEMENT
 EXHIBIT

NORTH BEACH DRIVE RAVINE MITIGATION
 VILLAGE OF FOX POINT

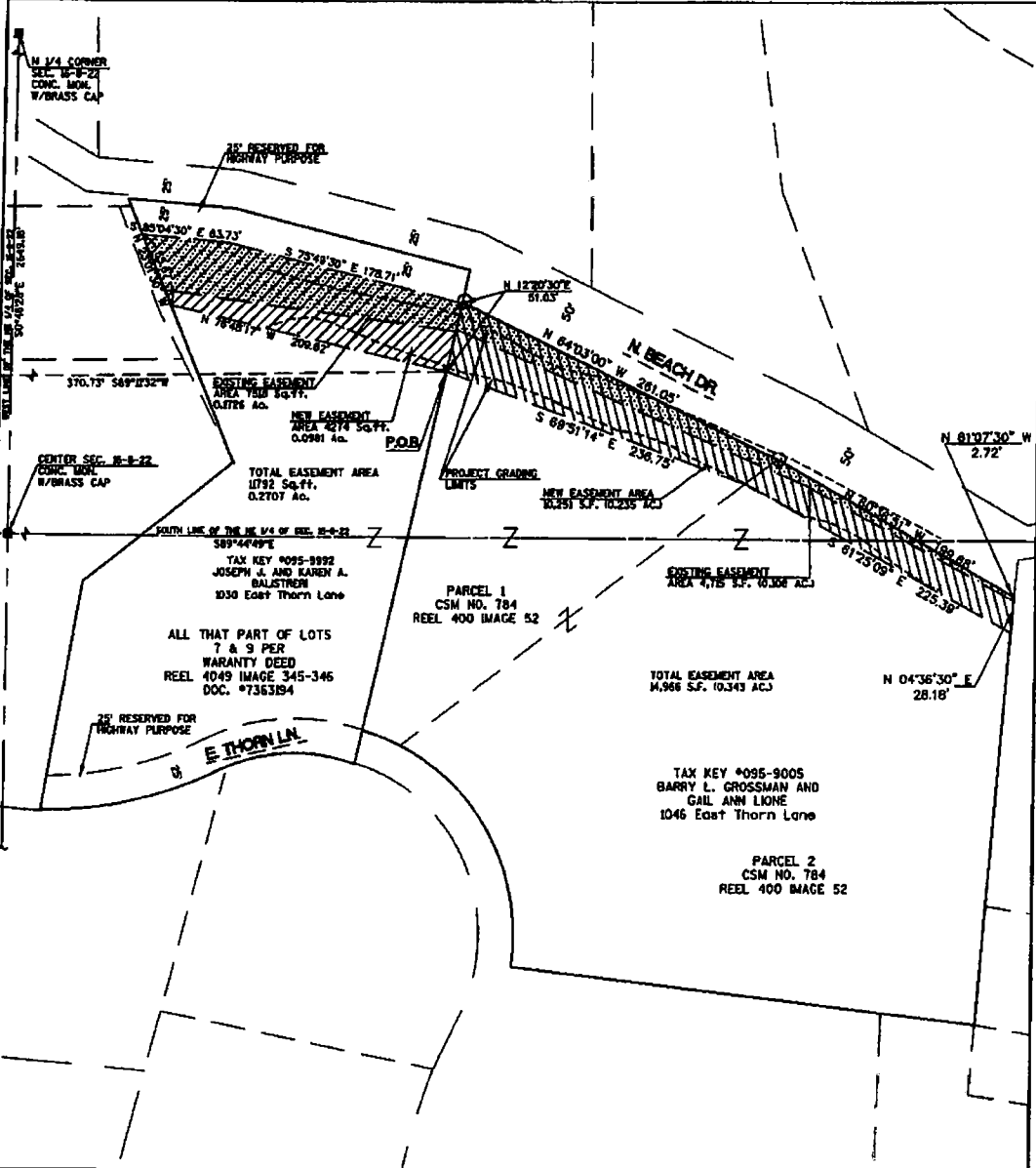
FILENAME: S:\Work_Co\Projects\Co\100217-Storm Sewer Outfall Rehabilitation\North Beach Ravine Rehabilitation\Survey\000217.mxd LAST SAVED DATE: 3/10/2010

PLOT DATE/TIME: 3/10/2010 2:53 PM PLOTTED BY: RAISA KHAYTURA

STORM SEWER EASEMENT

A PART OF THE NE 1/4 AND SE FRACTIONAL 1/4'S OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN.

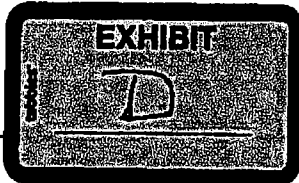
SCALE: 1"=100'
NORTH REFERRED TO THE
SOUTH PLUMB LINE
OF THE NE 1/4 OF SEC.
16-T-22, S64866 R22E4228E.



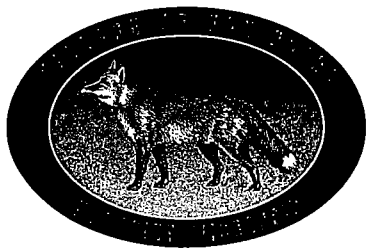
PLAT DATE/TIME: 10/20/2010 2:23 PM
LAST SAVED DATE: 10/20/2010

FILENAME: S:\V\Projects\Gov\000227-Storm Sewer Rehabilitation\Drawings\000227_1.dwg

- LEGEND:
- IRON PIPE FOUND
 - PROPOSED PERMANENT EASEMENT
 - EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.6660



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

PROPERTY MAINTENANCE
COMPLIANCE NOTICE

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

Property Owner: Balistreri

Date: 6/28/11

Address: 1030 E Thorn

The exterior of your property was inspected for code compliance. The inspection revealed the following items(s) of noncompliance:

DESCRIPTION

COMMENTS/CODE REFERENCE

- Fences
- Decks
- Retaining Walls
- Accessory Buildings
- Dwelling Exterior
- Litter
- Grass
- Dead Trees
- Exterior Storage
- Unenclosed Storage
- Other

02

Pursuant to Chapter 33 of the Village code, the Village is hereby requiring you bring the above items into code compliance by _____. Please be advised that failure to comply with this notice will result in further action being taken by this department.

Please feel free to contact me should you have any questions concerning this notice.

Sincerely,

Property Maintenance Inspector

***PLEASE BE AWARE THAT FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN THE VILLAGE ARRANGING TO HAVE THIS WORK DONE, AT YOUR EXPENSE, PURSUANT TO SECTION 33.8(1)(d) OF THE VILLAGE CODE.**

5
1030 E. Thorne



DOC.# 09999738

STORMWATER DRAINAGE EASEMENT

RECORDED 05/25/2011 08:59AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Document Number Document Title

This Stormwater Drainage Easement ("Easement") is made this 16th day of May 2011 by Joseph J. and Karen A. Balistreri, husband and wife, (collectively referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1030 E. Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel; and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No. 2652, pages 344-346 (the "Existing Easement"); and

Within the Existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris; and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel; and

The Village of Fox Point hired a professional appraiser to appraise the value of the Easement to be acquired, and the Owner has agreed to convey the Easement upon the terms described herein for the appraised value.

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein.

In consideration of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel.

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described as "Proposed Permanent Easement" on the attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, all within the Easement Area to allow

LAW OFFICES OF
ARENZ, MOLTER, MACY & RIFFLE, S.C.

720 N. EAST AVENUE
P.O. BOX 1348 (53187-1348)
WAUKESHA, WI 53186
Telephone: (262) 548-1340
Facsimile: (262) 548-9211
Email: elarson@ammr.net

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY
COURT COMMISSIONER
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
PAUL E. ALEXY
JULIE A. AQUAVIA
R. VALJON ANDERSON

March 24, 2011

Scott J Brandmeier
Director of Public Works
Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, WI 53217

**Re: Village of Fox Point
Basin 5
Easement Acquisitions
Balistreri Lis Pendens**

Dear Mr. Brandmeier:

Enclosed for your files please find the original Lis Pendens that has been marked to show that it was duly recorded with the Milwaukee County Register of Deeds. Although this is duly recorded, I recommend that you maintain this original document in your permanent files regarding this matter.

If you should have any questions regarding this matter, please do not hesitate to contact me.

Yours very truly,

ARENZ, MOLTER, MACY & RIFFLE, S.C.



Eric J. Larson

EJL/bes
Enclosure

cc: Susan Robertson, Village Manager
Tanya O'Malley, Village Clerk



DOC.# 09974879

RECORDED 03/01/2011 08:56AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

Document Number

LIS PENDENS

Document Name

TO: Register of Deeds:

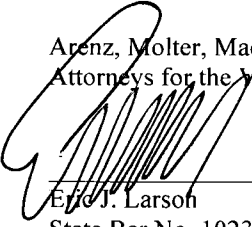
The Village of Fox Point has made a Jurisdictional Offer to Purchase pursuant to Wisconsin Statutes Section 32.05(3) to acquire an easement interest in real property located in Milwaukee County, Wisconsin identified in the Jurisdictional Offer to Purchase attached hereto and Incorporated by reference as Exhibit A.

Said Jurisdictional Offer to Purchase might confirm or change interests in such property.

All persons dealing with the parties in connection with this real estate after the filing of this notice will take subject to the rights of the parties, as to be determined in this matter.

Dated: February 16, 2011

Arenz, Molter, Macy & Riffle, S.C.
Attorneys for the Village of Fox Point


Eric J. Larson
State Bar No. 1023297
(262) 548-1340

Recording Area

Name and Return Address

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

VFP 095-9992

Parcel Identification Number (PIN)

**JURISDICTIONAL OFFER TO PURCHASE (AMENDED FEBRUARY 16, 2011)
VILLAGE OF FOX POINT
NORTH BEACH DRIVE RAVINE STORMWATER DRAINAGE IMPROVEMENTS**

**TO: Mr. and Mrs. Joseph Balistreri
1030 East Thorn Lane
Fox Point, WI 53217**

**TO: Mortgage Electronic Registration Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026**

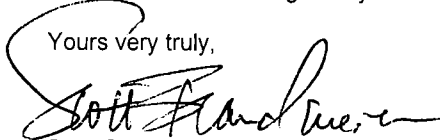
**Bank One, N.A.
Milwaukee Private Client Services, LPO.
111 East Wisconsin Avenue
Milwaukee, WI 53202**

PLEASE TAKE NOTICE:

1. Pursuant to the relocation order adopted by the Village Board for the Village of Fox Point on or about May 11, 2010, the Village is acquiring an easement in order to restore proper drainage, relieve the risks of flooding, control risk of erosion and related benefits of proper drainage in the North Beach Drive Ravine.
2. Pursuant to the foregoing, the Village is acquiring easement interests along the property known as 1030 East Thorn Lane, as further described in attached Exhibit A.
3. The Village intends to occupy this easement area, for installation and use of said improvements, beginning on approximately March 15, 2011.
4. The Village of Fox Point is offering Two Thousand Dollars (\$2,000) for the acquisition of this easement interest, itemized as follows. The compensation is determined per the appraisal, with no additional compensation for items enumerated in Section 32.09(6)(a) to (g), Wisconsin Statutes. Compensation for additional items of damage as set forth in Section 32.19 may be claimed under Section 32.20 and will be paid if shown to exist.
5. The appraisal of the property, on which this offer is made, is available for inspection at the Village of Fox Point Village Hall by persons having an interest in the land sought to be acquired.
6. The owner of the foregoing property has twenty (20) days from the date of completion of service of this notice, in which to accept or reject this offer.
7. If the owner has not accepted this offer pursuant to Wisconsin Statutes Section 32.05(6), the owner has forty (40) days from the date of completion of service of this notice to commence a court action to contest the right of condemnation as provided in Wisconsin Statutes Section 32.05(5), provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such action shall be an absolute bar to such action.
8. The owner, subject to Wisconsin Statutes Section 32.05(9)(a) and (11), will have two years from the date of the taking of property in which to appeal for greater compensation without prejudice to the right to use the compensation given by the award.

I look forward to hearing from you.

Yours very truly,



Scott Brandmeier
Director of Public Works
Village of Fox Point

cc: Susan Robertson, Village Manager
Tanya O'Malley, Village Clerk
Eric J. Larson, Village Attorney

Y:\FoxPt\Basin 5\Thorn Lane\notice.02-15-11

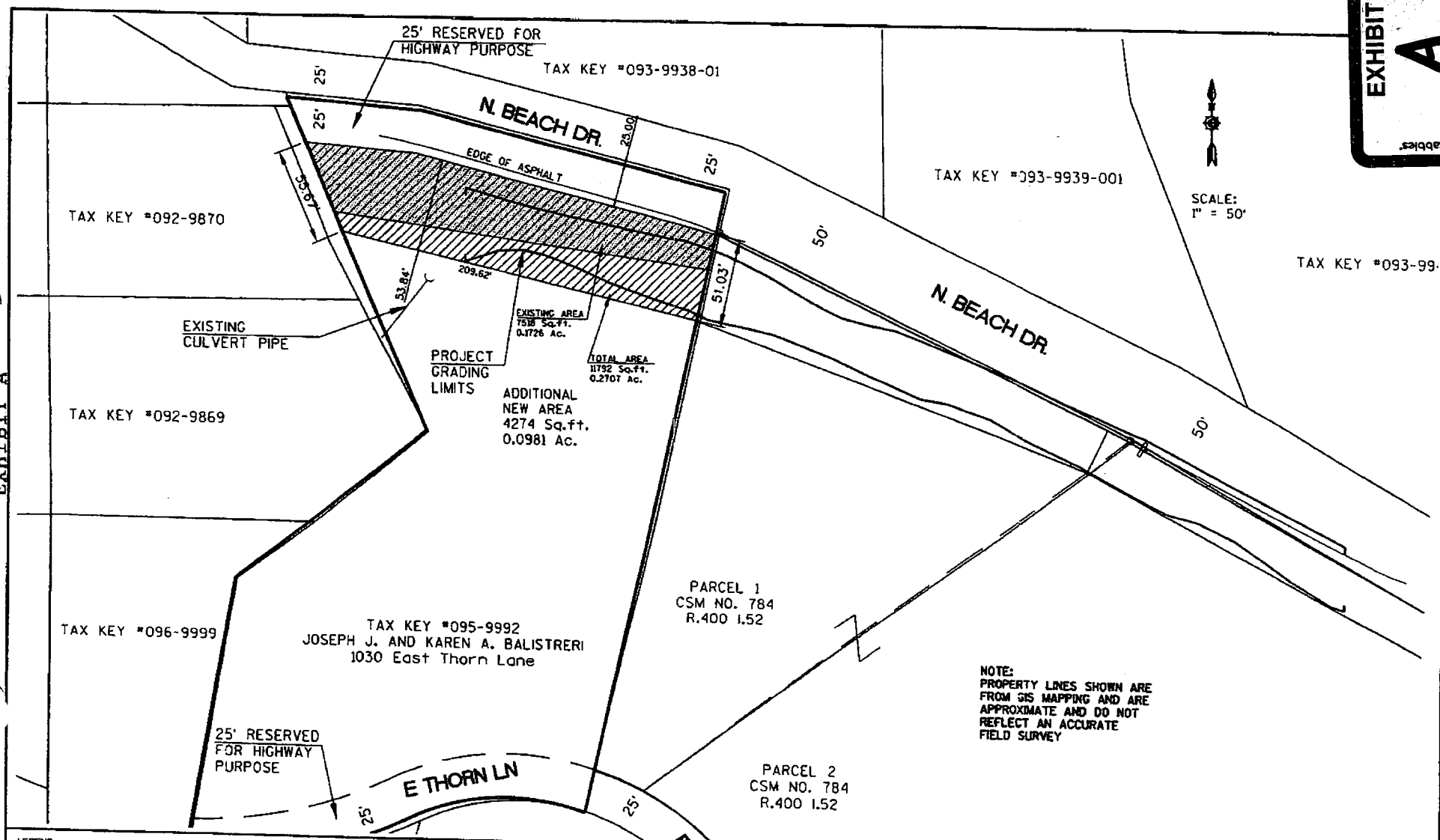


EXHIBIT A

SCALE:
 1" = 50'

NOTE:
 PROPERTY LINES SHOWN ARE FROM GIS MAPPING AND ARE APPROXIMATE AND DO NOT REFLECT AN ACCURATE FIELD SURVEY

LEGEND:
 PROPOSED PERMANENT EASEMENT
 EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.251.6668

PROPOSED PERMANENT EASEMENT EXHIBIT		NORTH BEACH DRIVE RAVINE MITIGATION VILLAGE OF FOX POINT	
DESIGNED BY: RK	CHECKED BY: MB	APPROVED BY: MB	PROJECT NUMBER: 08.0237.02
PLOT DATE/TIME: 5/10/2010 3:53 PM		DATE: 3/19/2010	REVISED DATE: 3/10/2010
PLOTTED BY: RAISA KHAYTMA			

FILENAME: S:\MRW_Co\Foxpoint\Co\AD80257-Storm Sewer Outfall Rehab\North Beach Ravine Rehabilitation\Survey\080257_w.dwg LAST SAVED DATE: 5/10/2010

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet);

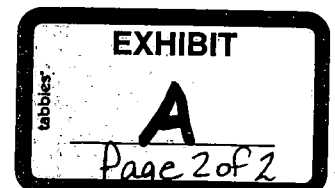
said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

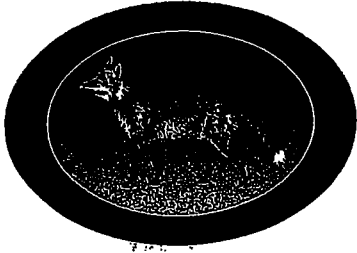
PARCEL II:

All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 29.30 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

Tax Key No: 095-9992

Address: 1030 East Thorn Lane





VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

PROPERTY MAINTENANCE
COMPLIANCE NOTICE

Property Owner: Balistreri

Date: 7/15/10

Address: 1030 E Thorn Ln

The exterior of your property was inspected for code compliance. The inspection revealed the following items(s) of noncompliance:

DESCRIPTION

COMMENTS/CODE REFERENCE

- Fences
- Decks
- Retaining Walls
- Accessory Buildings
- Dwelling Exterior
- Litter
- Grass
- Dead Trees
- Exterior Storage
- Unenclosed Storage
- Other

OK

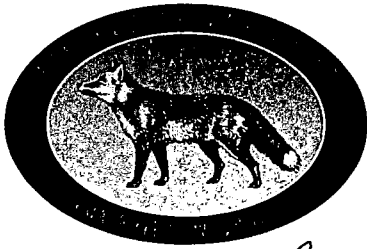
Pursuant to Chapter 33 of the Village code, the Village is hereby requiring you bring the above items into code compliance by _____. Please be advised that failure to comply with this notice will result in further action being taken by this department.

Please feel free to contact me should you have any questions concerning this notice.

Sincerely,

Property Maintenance Inspector

***PLEASE BE AWARE THAT FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN THE VILLAGE ARRANGING TO HAVE THIS WORK DONE, AT YOUR EXPENSE, PURSUANT TO SECTION 33.8(1)(d) OF THE VILLAGE CODE.**



VILLAGE OF FOX POINT
MILWAUKEE COUNTY
WISCONSIN
VILLAGE OF FOX POINT
PROPERTY MAINTENANCE
COMPLIANCE NOTICE

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

Property Owner: Bel 15285
Address: 1030 E. Thoin Ln

Date 7/10/09

The exterior of your property was inspected for code compliance. The inspection revealed the following item(s) of noncompliance:

Description

Comments/Code Reference

- Fences
- Decks
- Retaining Walls
- Accessory Buildings
- Dwelling Exterior
- Litter
- Grass
- Dead Trees
- Exterior Storage
- Unenclosed Storage
- Other

OK

Pursuant to Chapter 33 of the Village code, the Village is hereby requiring you bring the above items into code compliance by _____. Please be advised that failure to comply with this notice will result in further action being taken by this department.

Please feel free to contact me should you have any questions concerning this notice.

Sincerely,

Property Maintenance Inspector

***PLEASE BE AWARE THAT FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN THE VILLAGE ARRANGING TO HAVE THIS WORK DONE, AT YOUR EXPENSE, PURSUANT TO SECTION 33.8(1)(d) OF THE VILLAGE CODE.**



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE OF FOX POINT
PROPERTY MAINTENANCE
COMPLIANCE NOTICE

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

Property Owner: Balistreri
Address: 1030 E. Thorn Ln

Date 8/13/08

The exterior of your property was inspected for code compliance. The inspection revealed the following item(s) of noncompliance:

Description

Comments/Code Reference

- Fences
- Decks
- Retaining Walls
- Accessory Buildings
- Dwelling Exterior
- Litter
- Grass
- Dead Trees
- Exterior Storage
- Unenclosed Storage
- Other

JR

Pursuant to Chapter 33 of the Village code, the Village is hereby requiring you bring the above items into code compliance by _____. Please be advised that failure to comply with this notice will result in further action being taken by this department.

Please feel free to contact me should you have any questions concerning this notice.

Sincerely,

Property Maintenance Inspector

***PLEASE BE AWARE THAT FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN THE VILLAGE ARRANGING TO HAVE THIS WORK DONE, AT YOUR EXPENSE, PURSUANT TO SECTION 33.8(1)(d) OF THE VILLAGE CODE.**



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE OF FOX POINT
PROPERTY MAINTENANCE
COMPLIANCE NOTICE

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

Property Owner Balistreri
Address 1030 E. Tihan

Date 8/29/05

The exterior of your property was inspected for code compliance. The inspection revealed the following item(s) of noncompliance:

Description

Comments/Code Reference

- Fences
- Decks
- Retaining Walls
- Accessory Buildings
- Dwelling Exterior
- Litter
- Grass
- Dead Trees
- Exterior Storage
- Unenclosed Storage
- Other

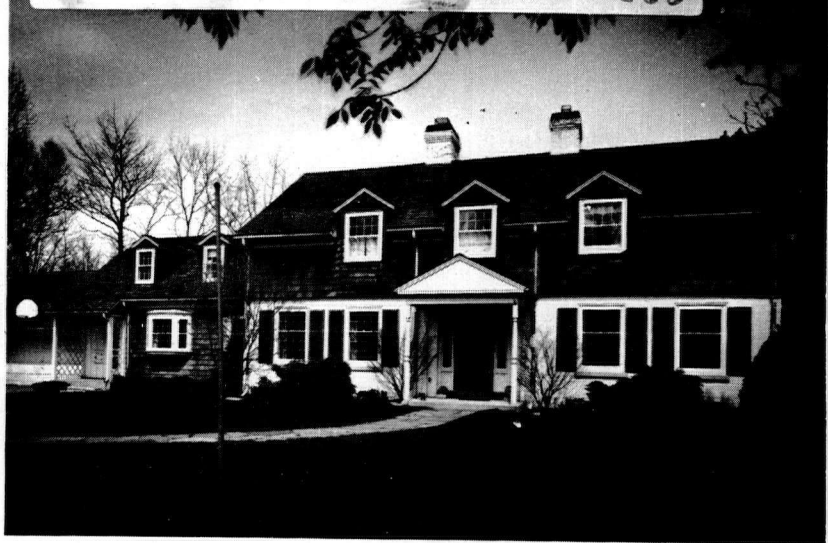
oh

Pursuant to section 33.7 of the Village code, the Village is hereby requiring you bring the above items into code compliance by _____. Please be advised that failure to comply with this notice will result in further action being taken by this department.

Please feel free to contact me should you have any questions concerning this notice.

Sincerely,

Property Maintenance Inspector



Withdrawn 7-67

#KH16	Address 1030 E. THORNE LANE	Fam. 1	Rooms 10	Baths 3 1/2	Price \$89,500
Sec.	Municipality Fox Point County Milw.	1	Bd. Rms. 4		
	Basement	1st Floor	2nd Floor		
	Full X steel beam and col.	LR.15x23 + bay, NFFL, bkcases, dado			
	Heat: gas coal oil X	FAM RM 14x18-4, NFFL, wood box, blt-in bar & sink *			
	gravity fur. stoker	D.R.12x15-9, corner	B.R. cab., dado		
	hot water (2) forced air X	Kitchen 10x14, bay, copper hood, fan			
	name of unit Mueller	cabinets -many, f. on	cabinets	Size	
	annual fuel cost	disposal X, Dishw.	disposal	Age 12 years	
	Water heater 2-80 gal. cap.	lav.: (2) tile fl.,	3at tile BATHS, 1	Constr Brick & frame Col	
	elec x gas coal	bathtub with van.	bathtub heater, 1	Cond. Excellent	
	name	Brk 7-6x14, cabs.	w. tub, st. sh. -door	Taxes G-1766, O7-N-1636, 81	
	Lavatory 220 Wiring	Music rm 6-6x10**	B.R. 15x16-6, 2 cl.	Garage 2 car attached asphalt drive	
	2 Aprilaire humidifiers	B.R.	B.R. 14-2x15-6, 2 cl.	Lot 1.99 acres	
	Roof: comp. wood shate	Brk = 10x16, glassed	B.R. 13-4x14, 2 cl.	pvd. street X curb & gutters	
	Carpeting tackd down	Scr. porch / No. of closets	B.R. 10x11 approx. st.	pvd. alley pvd. sidewks.	
	Draperies included	avail. cond.	STORAGE ROOM	sewer X mun. water X	
	Schools: Public grade Fox Point		High Nicolet	well sep. tank	
	Transportation		Churches	Parochial St. Eugene's	
	Location: hundred (N)-(S)	hundred (E)-(W);	Closest main streets or highways		
	* also blt-in cab., bkcases, red tile fl., beam ceiling, paneled walls.				
	** with red tile floor, Bessler stairs to attic.				
	Basement playroom 16x21-4, asph. fl., paneled walls, acous. ceiling, fan & elec. heat: 200 AMP service; incinerator; laundry, washer-dryer connections.				
	<i>Realtor Photo</i>				

#KH16
Address 1030 E. THORNE LANE, 1 Family
Municipality Fox Point
Bd. Rms. 4
Price \$89,500

General: (1) Reason for sale (2) Trade? (3) Rents, occupants (4-5) Financing (6) Contingencies (7) Compensation to co-op broker
 Owner POWELL & COMPANY, phone address
 Realtor INC., phone 964-4700 Sls. person Office res. ph.

Information shown on this sheet is believed to be accurate and reliable but is not guaranteed and is subject to correction. Form M.L.S.

Permit No. 1829

Appraisal Card No. ~~125~~

Street & No. 1030 E. THORN LANE

Tax Index No. 366

Building Appraisal Computations

Type 6-C

Square Feet 1858

$\frac{258}{1858} \times 1200 = 180$

Volume _____

Basic Value 13600 - 180 = 13420

Computation Modifications (Addition)

Porch - open roofed	210 ^{sq}	.75 per sq. ft.	<u>150</u>
Porch - enclosed		1.00 per sq. ft.	_____
Recreation Room - (Basement)		200 to 600	_____
Dormers (small) No.	<u>2</u>	50 ea.	_____
Dormers (shed type)		150	_____
Fire Place (natural) No.	<u>2</u>	Av. 200 Good 400 Exc. 800	<u>600</u>
Extra Plumbing - Toilet - No.	<u>3</u>	100 ea.	<u>300</u>
" " Lavatory No.	<u>3</u>	70 Ea.	<u>210</u>
" " Bath Tub No.	<u>1</u>	100 Ea.	<u>100</u>
Add. Tile Shower Stall No.	<u>1</u>	150 Ea.	<u>150</u>
Add. Tile Bathroom - No.	<u>2</u>	150 Ea.	<u>300</u>
Dishwasher		100	_____
Heating Addition (Radiant)		.50 per sq. ft.	_____
Garage - (detached or attached) 1 car		F-300 S or B-600	_____
" " " " 2 car		F-450 S or B-800	<u>450</u>
Breezeway (open)		.75 per sq. ft.	_____
Breezeway (enclosed)		1.00 per sq. ft.	_____
Front (partial) Stone or Brick		.40 per sq. ft.	_____
Extras			_____
_____			_____
_____			_____
_____			_____
_____			_____

TOTAL 2260

Computation Modifications (Deductions)

No Basement	432 ^{sq}	.50 per sq. ft.	<u>220</u>
No Automatic Heat		200	_____
			TOTAL _____

\$ Modification Value TOTAL 2040

Year
 Total Basic Value
 Modification Value
 Basic Replacement Value
 Adj. Basic Replacement Value
 1954 Depreciation - Residual % 99
 Depreciated Replacement Value
 Special obsc. or Location Factor
 Final Computed Value

1954	1955	1976	
12300	13420	13600	
1890	2040	2040	
14190	15460	15640	
14190	15460	15300	
17030			
3400	18550	18800	

L-4800

20% Comp. 1954

DOCUMENT NO.

State Bar of Wisconsin Form 1 - 1982

7363194

WARRANTY DEED

REGISTER'S OFFICE
Milwaukee County, Wis. } ss
RECORDED AT -9.00 AM
MAY 8 1997

REEL 4049 IMAGE 345 TO 346^{1/2}

Walter Cuyah REGISTER OF DEEDS

This Deed, made between

RICHARD R. BYRNE, and
MARY ANN BYRNE, husband and wife

Grantor, and

JOSEPH J. BALISTRERI, and
KAREN A. BALISTRERI, husband and wife

Grantee,

THIS SPACE RESERVED FOR RECORDING DATA

Return Document to:

Joseph J. Balistreri
Karen A. Balistreri
1030 East Thorne Avenue
Fox Point, WI 53217

Witnesseth, That the said Grantor, for a valuable consideration conveys to

Grantee the following described real estate in

County: Tax Parcel No: 095-9992

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, bounded and described as follows:

Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved

- CONTINUED -

TRANSFER

\$ 1,240⁸⁰

FEE

RECORD

RTX

7363194

14.00

1240.00

This is homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and will warrant and defend the same. general taxes levied in the year of closing

Dated this 19th day of April, 1997

Richard R. Byrne (SEAL)

* RICHARD R. BYRNE

Mary Ann Byrne (SEAL)

* MARY ANN BYRNE

____ (SEAL) _____ (SEAL)

NAME CHANGE

AUTHENTICATION
Signature(s) of _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN Arizona

Pima County. } ss.

Personally came before me this 19th day of April, 1997, the above named Richard R. Byrne

Mary Ann Byrne

authenticated this _____ day of _____, _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____)

authorized by § 706.06, Wis. Stats.

THIS INSTRUMENT WAS DRAFTED BY

EDWARD A. PURTELL, for
FEDERATED REALTY GROUP, INC.
(Signatures may be authenticated or acknowledged. Both are not necessary.)

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Debra S. Chastien
* Debra S. Chastien

Notary Public Pima County, Wis.

My Commission is permanent. (If not, state expiration date)

AZ 4-7-99



OFFICIAL SEAL
DEBRA S. CHASTIEN
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires on 9/1/98
Revised 11/96

* Names of persons signing in any capacity should be typed or printed below their signatures.

1400

Legal Description Continued

Order No: 1062404

line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet); said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

PARCEL II:

All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 29.30 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence 10° 07' West 168.56 feet to the point of commencement.

Tax Key No. 095-9992

ADDRESS: 1030 East Thorne Lane

*This property is located in Milwaukee County,
Wisconsin, also known as see attached Legal
Description.*

Thomas F. Zimmers, attorney-in-fact,

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, bounded and described as follows:

Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet); said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence

Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

PARCEL II:

All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, bounded and described as follows:

Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 29.30 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

Tax Key No. 095-9992

ADDRESS: 1030 East Thorn Lane

Theodore F. Zinn attorney in fact

RECORD DISPLAY for Letter: A Class: 18 Group: 18 Sub-Gp: 18
 06-25-1990, 10:30:41 Frame = 1.2 Brick = 1.25

Record # 2282

1	PARCEL ID	0000095	9992				
2	OWNER'S NAME						
3	STREET NAME	E THORN LANE					
4	STREET NO.	1,030		5	ROUTING NO.		0
6	MAINT. DATE	0.000		7	STATUS FLAG		0
8	NBHRANK/GRP	4 100 GRP4		9	NEIGHBORHOOD	4 125 NBH4	
10	SALE DATE	0 100 NO SALE		11	SALES PRICE		0.000
12	LOT TYPE	0 0 NONE		13	LOT WIDTH		0.000
14	LOT DEPTH		0	15	DEPTH FACTOR	0 0 N/A	
16	INFL FACTOR		0	17	TOPOGRAPHY	0 0 N/A	
18	SIDEWALK	0 100 NONE		19	DWEL SETBACK	0 100 NONE	
20	TRAFFIC	0 0 N/A		21	ENTRANCECODE	0 0 N/A	
22	STORY HEIGHT	20 100 2 STORY		23	STYLE	5 100 COLONL	
24	EXTR WALL	9 100 MAS/FRM		25	ERECTED 19__	56 76 1956	
26	REMODLD 19__	0 100 NOT REM		27	BASEMENT	4 100 FULL	
28	BSMT QUALITY	5 100 AV		29	CENTRAL HEAT	3 100 AIR/C	
30	FUEL TYPE	1 100 GAS		31	SYSTEM TYPE	1 100 WARMAIR	
32	TOTAL ROOMS	8 100 8 RMS		33	BEDROOMS	4 100 4 BEDS	
34	FAMILY ROOM	1 100 1 F RM		35	FULL BATH	3 100 3 FBATH	
36	HALF BATH	1 100 1 HBATH		37	ADD'L FIXTRS	2 100 2 ADFIX	
38	TOTAL FIXTRS	15 100 15 FIX		39	EQUIPMENT RT	5 100 AV	
40	KITN RATING	6 100 GD		41	BATH RATING	5 100 AV	
42	INTERIOR CON	5 100 AV		43	EXT PHY COND	5 100 AV	
44	MASONRY ADJ		0	45	REC. ROOM		500
46	FIREPLACE	2 100 2 FP		47	METAL FP	0 100 NONE	
48	BSMT GARAGE	0 100 NONE		49	TOT OTH FEAT	0 100 NONE	
50	GRADE FACTOR	4 128 B		51	COST/DESIGN		0
52	C.D.U.	6 106 GD		53	BSMT AREA		1,934
54	FBLA		0	55	FIRST FLOOR		2,143
56	SECOND FLOOR		1,411	57	ATTIC FIN		0
58	1/2STORY FIN		523	59	UNFIN AREA		0
60	OPEN PORCH		72	61	CLOSED PORCH		0
62	WOOD DECK		0	63	CONC. PATIO		0
64	ATT. GARAGE		528	65	DET GAR 19__		0
66	DET GAR SF		0	67	DET GAR COND		0
68	OBI VAL ADJ		0	69	\$FIRST FLOOR		70,340.000
70	\$SECOND FLR		23,120.000	71	\$ATTIC		0.000
72	\$1/2 STORY		8,460.000	73	\$UNFIN AREA		0.000
74	\$BSMT ADJ		-930.000	75	\$FBLA		0.000
76	\$HEATING/AC		2,920.000	77	\$PLUMB ADJ		4,000.000
78	\$OTHER FEATR		7,930.000	79	\$OPEN PORCH		720.000
80	\$CLOS PORCH		0.000	81	\$WOOD DECK		0.000
82	\$CONC. PATIO		0.000	83	\$ATT. GARAGE		7,900.000
84	\$ATT VAL ADJ		0.000	85	ADJ BASE VAL		124,460.000
86	GRFACT/C&D		1.280	87	SFLA		3,946.250
88	RCN		194,360.000	89	% GOOD		0.806
90	% MARKET ADJ		1.250	91	% SIZE ADJ		1.000
92	RCNLD		195,700.000	93	OBI		0.000
94	TOT OTHR IMP		0.000	95	TOT VAL IMPS		195,700.000
96	TOT VAL LAND		0.000	97	TOTAL VALUE		195,700.000

102
162
264
132

581
162
310
328

96
446

810
1620
510
1110
62
124
82
207

584
1710
406

708
446

23
18
41
6

240
170
63
21
564

12x20
7x9
0x7x2

272
45
55
11,83 x 3.83
24,58 x 11

252

479
719
1411
134
436

10
33
88
232

860
944
144
521

981
55
1036

129
13
209
201
38

24
11
12
10
9

16
4
11
2

324
194

79 x 45

10
3
79

36
3
10
36

358
124
534

248
104
144

13

36
13
49

632

627

271
23
5064
69

42
3
85

262
30
45

43
6
49
16

168
44
44
44

258
192
44
44
44

80
26
54

26
26

188
85
1813

24
21
2319
2

152
330

18 x 18 ÷ 2 = 162
25 x 5.5 = 138
25 x 10 = 250
4 x 6 ÷ 2 = 12
1.5 x 12 = 18

242
109
138
109
1110

1116
124
62

150
59
14
14
14

4x5

168

234
144
9

11

95-9992

1829

366
~~1252~~

RESIDENTIAL APPRAISAL CARD

DISTRICT

NO.

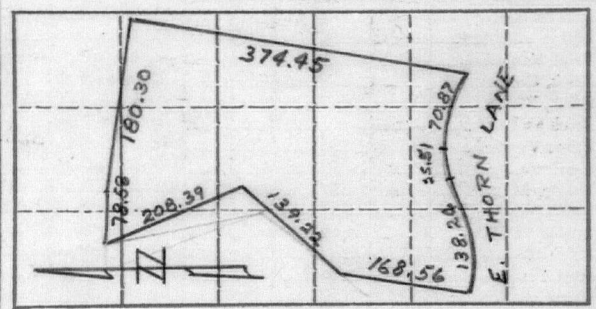
OWNER	DESCRIPTION
<p>MARY ANN RICHARD R. BYRNE Louis J. Greenebaum Jr. 1030 E. Thorn Lane</p>	

SALES INFORMATION				
Date	Consideration	Volume	Page	Remarks
11-67	82,500	RE		

BUILDING PERMIT RECORD			
Date	Number	Amount	Purpose
3-12-54	1829	40,000	RES. & GAR.
4-8-64	4203	1,500	PANEL BSMT.
7-24-75	5874	1,190	2 ND FL. ADD.

RENTAL INFORMATION						
No.	Year	Full Rental Val.	Vac. Fac.	Adj. Rent. Val.	Average	3 Yr. Av.
19		\$	\$	\$	\$	
19						
19						\$

GENERAL INFORMATION				
Appraisal Date	4-5-55	Am't. \$		By <i>RJ</i>
Appraisal Date		Am't. \$		By
Appraisal Date		Am't. \$		By
Owner's Estimate:	Land	Bldgs.	Equip.	Total
Asking Price \$		Offer		
Insurance \$		Mortgage \$		Year



LAND VALUE FACTORS	
Width _____ Average Depth _____ Facing on _____ Corner _____ Exposure: N _____ S _____ E _____ W _____ Alley: Side _____ Rear _____ Distance From: Bus or Car Line _____ Center of City _____ Grade School _____ High School _____ Church _____ Zone _____ Neighborhood: Exc. _____ Good _____ Avg. _____ Poor _____ Stable _____ Declining _____ Improving _____ Age of Neighborhood _____	Surface _____ Grade _____ Pavement _____ Sidewalk _____ Curb and Gutter _____ Water _____ Sewer _____ Gas _____ Electricity _____

COMPUTATION OF LAND VALUE	
Width	
Front Foot Unit	\$
Value Full Depth	\$
Depth Factor %	
Adjusted Land Value	\$
Add Alley Value	\$
Add Corner Value	
Add Land Impts.	
Total Land Value	\$

SUMMATION OF VALUATION PROCESSES				
	Valuation from Income	Adjusted Sound Value	Valuation from Income	Adjusted Sound Value
Date				
Land				
Improvements				
Total				

Remarks:

ASSESSMENT SUMMARY				
By Whom Assessed				
Date				
Land				
Improvements				
Total				

WIS. DEPT OF TAX. PROP. FORM 1111

TRC 2882

1	095-9992 KEY NUMBER	2	OWNER'S NAME		
3	E. THORN AVE STREET NAME	4	1030 STREET NUMBER	5	ROUTING NO.
6	MAINTENANCE DATE MONTH DAY YEAR		7	NEIGHBORHOOD	
				8	04 GROUP
				9	04 NUMBER
				SUBJECT NO.	
LISTING TYPE		SALES DATE MONTH YEAR		BASE DATE MONTH YEAR = 1	
				SALES PRICE	
				SOURCE	VALID
SUBJECT				MVS-HD SALES NUMBER	
SALE					
		10	MONTH =		11
				MONTH =	
				MONTH =	

LAND SKETCH

LAND DATA & COMPUTATIONS										BASE DATE SPECIAL CODES		SOURCE CODES		VALIDITY CODES		
TYPE CODES	12	TYPE	ACTUAL FRONTAGE	13	EFFECTIVE FRONTAGE	14	EFFECTIVE DEPTH	15	DEPTH FACTOR	16	INFLUENCE FACTOR					
0 None 5 Square feet 1 Regular lot 6 Acreage 2 Irregular lot 7 Gross 3 Apartment 4 Waterfront	7										%	00 No Sale 98 Vacant 99 Not Valid	1 Buyer 2 Seller 3 Fee 4 Agent		0 Valid sale. 1 70.325. 2 Sale involved additional parcels. 3 Not open market, not reasonable marketing time. 4 Parties under compulsion to act. 5 Property changed after sale. 6 Related individuals or corporations. 7 Liquidation / Foreclosure. 8 Financing / Land Contract.	

LOOKUP TABLE FOR DEPTH FACTOR NUMBER

DEPTH	NO.	DEPTH	NO.	DEPTH	NO.	DEPTH	NO.	DEPTH	NO.
SQ. FEET	1	70 TO 74	11	120 TO 124	21	170 TO 174	31	220 TO 224	41
AC/GROSS	2	75 TO 79	12	125 TO 129	22	175 TO 179	32	225 TO 229	42
30 TO 34	3	80 TO 84	13	130 TO 134	23	180 TO 184	33	230 TO 234	43
35 TO 39	4	85 TO 89	14	135 TO 139	24	185 TO 189	34	235 TO 239	44
40 TO 44	5	90 TO 94	15	140 TO 144	25	190 TO 194	35	240 TO 244	45
45 TO 49	6	95 TO 99	16	145 TO 149	26	195 TO 199	36	245 TO 249	46
50 TO 54	7	100 TO 104	17	150 TO 154	27	200 TO 204	37	250 TO 254	47
55 TO 59	8	105 TO 109	18	155 TO 159	28	205 TO 209	38	255 TO 259	48
60 TO 64	9	110 TO 114	19	160 TO 164	29	210 TO 214	39	260 TO 264	49
65 TO 69	10	115 TO 119	20	165 TO 169	30	215 TO 219	40	265 TO 499	50

INFLUENCE FACTORS	STATUS CODES
0 None 1 Unimp 2 Exc Front 3 Exc Depth 4 Shape or Size 5 Econ 6 Misimp 6 Restrict 6 Nonconf 7 Land 7 Locked 8 Corner / Alley 9 View	0 DATA MEETS ALL EDITS 4 DATA NOT SUPPLIED 6 WARNING 7 SEVERE WARNING 8 REJECT 9 NOT EDITED

SUMMARY OF VALUES			
TOTAL VALUE LAND			
TOTAL VALUE BUILDING			
TOTAL VALUE OBI'S			
TOTAL VALUE LAND & BLDGS			
21	0	ENTRANCE CODES	
		0 Entrance gained. 1 Not applicable - Unimproved parcel. 2 Entrance and information refused. 3 Entrance refused, into at door. 4 Currently unoccupied.	
		5 Est. for misc. reasons (see memo). 6 Occupant not at home. 7 Appointment. 8 Building permit. 9 Special.	
INSPECTION WITNESSED BY			

PROPERTY FACTORS										OWNERSHIP [ALT.]							
17 TOPOGRAPHY		UTILITIES		STREET OR ROAD			19 DWELLING SETBACK			20 FRONTING TRAFFIC			PRIVATE	[NA]	1	0	
LEVEL	1	ALL PUBLIC	1	PAVED	1	NONE			0	LIGHT	1	CITY	[UN]	2	0	0	
ABOVE STREET	2	PUBLIC WATER	2	SEMI-IMPROVED	2	MORE THAN NEIGHBORHOOD AVG			1	MEDIUM	2	COUNTY	[VP]	3	0	0	
BELOW STREET	3	PUBLIC SEWER	3	UNPAVED	3				4	HEAVY	3	STATE	[PR]	4	0	0	0
ROLLING	4	GAS	4	PROPOSED	4	SAME AS NEIGHBORHOOD AVG			2	NONE	4	FEDERAL	[FR]	5	0	0	
STEEP	5	WELL	5	LANDLOCKED	5				5	CUL-DE-SAC	5	RELIGIOUS	[AV]	6	0	0	0
LOW	6	SEPTIC	6	18 SIDEWALK			LESS THAN NEIGHBORHOOD AVG			3							
SWAMPY	7									SIDEWALK-NONE	0						
FLOOD PLAIN	8									SIDEWALK-YES	1						
				SIDEWALK-CORNER	2												
										UTILITY	[VG]	8	0				
										PUB. SERV.	[EX]	9	0				

ASSESSOR'S FINAL REPORT					
	EFF YR	REASON	L or I	+ -	AMOUNT

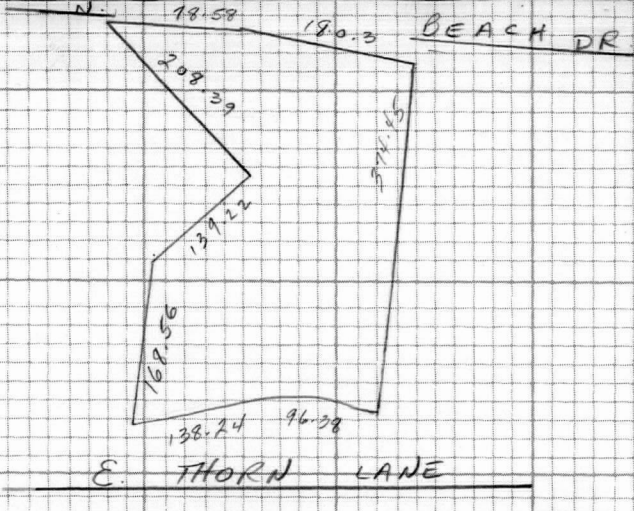
DEACTIVATE (YR)					
REASON CODES					
11 Gains due to annexation. 12 Higher land use, N/C, new plats. 13 New machinery. 14 Formerly exempt, now assessed. 15 Reval increase.			16 Shift in class to. 17 Losses by annexation. 18 Machinery removed. 19 Formerly assessed, now exempt. 20 Reval decrease.		

22 STORY HEIGHT				COND/DES/USFL								COND/DES/USFL															
00	10	15	20	25	FLOOR LEVEL	8 EX	7 VG	6 GD	5 AV	4 FR	3 PR	2 VP	1 UN	FLOOR LEVEL	8 EX	7 VG	6 GD	5 AV	4 FR	3 PR	2 VP	1 UN					
23 STYLE				EXTERIOR PHYSICAL CONDITION												INTERIOR CONDITION											
00 VACANT	06 CONTEMPORARY	12 CONDOMINIUM	EXTERIOR WALLS												LIVING ROOM												
01 RANCH	07 TOWN HOUSE	13 OTHER	ROOF & COVER												FAMILY ROOM												
02 BI-LEVEL	08 RESIDENCE O/S	14 OTHER IMP'S.	WINDOWS & DOORS												DINING ROOM												
03 SPLIT LEVEL	09 CUSTOM	15	GUTTERS												BEDROOM												
04 CAPE COD	10 COTTAGE	16	TOTALS												#2 BEDROOM												
09 COLONIAL	11 DUPLEX	17	EXTERIOR POINTS ÷ 4 = (FACTOR #43)												#3 BEDROOM												
24 EXTERIOR WALL CONSTRUCTION				EQUIPMENT RATING												#4 BEDROOM											
1 WD. SIDING	4 ALUM/VINYL	7 BRICK	HEATING												#5 BEDROOM												
2 BLOCK	5 ASBESTOS/ASPH	8 STONE	ELECTRICAL												#6 BEDROOM												
3 STUCCO	6 METAL	9 MASONRY/REMODELED	PLUMBING												TOTALS												
25 ERECTED AGE				EQUIPMENT POINTS ÷ 3 = (FACTOR #39)												INTERIOR POINTS ÷ (ROOMS FACTOR #32 - 1) = (FACTOR #42)											
19 5 6	26	19	BATHROOM RATING												LIVING AREA												
27 BASEMENT				BATHROOM												53 BASEMENT 1934											
1 NONE	2 CRAWL	3 PART	4 FULL	#2 BATHROOM												54 FIN BSMT LIV 57											
28 BASEMENT RATING				#3 BATHROOM												55 FIRST FLOOR 2143											
8 EX	7 VG	6 G	5 AV	4 FR	3 PR	2 VP	1 UN	#1 HALF BATH												56 SECOND FLOOR 1411							
29 CENTRAL HEATING				#2 HALF BATH												58 1/2 STORY FINISHED 0523											
1 NONE	2 BASIC	3 AIR CON	TOTALS												59 UNFIN AREA												
30 FUEL TYPE				BATHROOM POINTS ÷ NO. OF BATHS = (FACTOR #41)												OTHER BUILDING IMPROVEMENTS											
1 GAS	2 ELECT	3 OIL	4 WD/COAL	ATTACHMENTS												65 YR											
31 SYSTEM TYPE				KITCHEN RATING												66 SQUARE FEET											
1 WARM AIR	2 ELECT	3 HOT WATER	4 STEAM	8 7 6 5 4 3 2 1												67 COND											
32 LIVING ACCOMMODATIONS				BATHROOM RATING												OB/MA											
TOTAL ROOMS 08	33 BED ROOMS 4	34 FAMILY ROOM 1	8 7 6 5 4 3 2 1												HGT												
3 FULL BATHS	36 HALF BATHS 1	37 ADD'L FIXTURES 2	38 TOTAL FIXTURES 15	8 7 6 5 4 3 2 1												RCNLD											
39 EQUIPMENT RATING				INTERIOR CONDITION												68 OTHER BUILDING IMPROVEMENT VALUE ADJUSTMENT + - []											
40 KITCHEN RATING				EXTERIOR PHYSICAL CONDITION												NOTE BOOK											
41 BATHROOM RATING				8 7 6 5 4 3 2 1												BK LINE											
42 INTERIOR CONDITION				OTHER FEATURES												INCOME DATA											
43 EXTERIOR PHYSICAL CONDITION				MASONRY ADJ ()												ACTUAL RENT											
44 MASONRY ADJ ()				REC ROOM 500												ECONOMIC RENT											
45 REC ROOM 500				WB FP: STACKS 2												VACANCY											
46 WB FP: STACKS 2				METAL FP: STACKS												EXPENSES											
47 METAL FP: STACKS				BASEMENT GARAGE NO. CARS												TOTAL ADDITIONAL OTHER BUILDING IMPROVEMENTS AND ADJUSTMENTS											
48 BASEMENT GARAGE NO. CARS				TOT. ADDITIONAL OTH. FEATURES 00												TOTAL ADDITIONAL OTHER BUILDING IMPROVEMENTS AND ADJUSTMENTS											
49 TOT. ADDITIONAL OTH. FEATURES 00				GRADE FACTOR												VALUE ± []											
50 GRADE FACTOR				COST & DESIGN FACTOR ()												TOTAL ADDITIONAL OTHER BUILDING IMPROVEMENTS AND ADJUSTMENTS											
51 COST & DESIGN FACTOR ()				CDU												TOTAL ADDITIONAL OTHER BUILDING IMPROVEMENTS AND ADJUSTMENTS											
52 CDU				8 EX 7 VG 6 G 5 AV 4 FR 3 PR 2 VP 1 UN												TOTAL ADDITIONAL OTHER BUILDING IMPROVEMENTS AND ADJUSTMENTS											

TOTAL ADDITIONAL OTHER BUILDING IMPROVEMENTS														
TYPE CODE	QUAN	CONST	YEAR	SIZE	G	HGT	RATE	MODIFICATION	LM	RCN	COND	% GOOD	OB/MA	RCNLD
		FMO												
		FMO												
		FMO												
		FMO												
		FMO												
		FMO												
		FMO												
		FMO												
		FMO												
		FMO												
		FMO												
		FMO												
		FMO												
TOTAL ADDITIONAL OTHER BUILDING IMPROVEMENTS												_ _ _ _ _ _		
MARKET CORRELATION FINAL REVIEW ADJ. REASON CODE ____ BY ____ DATE ____ - ____ - ____												± [] _ _ _ _ _ _		
BOARD OF REVIEW ADJ. REASON CODE ____ BY ____ DATE ____ - ____ - ____												± [] _ _ _ _ _ _		
TOTAL ADDITIONAL OTHER IMPROVEMENTS BUILDING AND ADJUSTMENTS (ENTER HERE & FACTOR #94)												± [] _ _ _ _ _ _		

LISTING NOTES: BK ____ LINE ____

OWNER/OPEN BOOK/BOARD OF REVIEW - BK ____ LINE ____



BUILDING PERMIT RECORD			
DATE	NUMBER	AMOUNT	PURPOSE

95		ROUTING NO		29 OF 34	
MAP NUMBER		ROUTING NO		CARD NUMBER	
1 0 1	1 0 2	1 0 3	1 0 4	ZONING	
NEIGHBORHOOD		LAND USE		LIV UNITS	

TRANSFER OF OWNERSHIP						
GRANTEE	CONV.	VOL	PG	MO	YR	UNIQUE SALES NUMBER

PROPERTY LOCATION		STREET NAME	
1 0 5	NUMBER	STREET NAME	

LAND DATA & COMPUTATIONS											TYPE CODES		VALIDITY CODES		
NONE	300	N	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	ACTUAL UNIT PRICE	DEPTH FACTOR	INFLUENCE FACTOR	LAND USE CODE	LAND VALUE	1 LAND	2 LAND & BUILDING	0 VALID SALE.		
LOTS	301	L						[]		85000	SOURCE CODES		1 70.325.		
1 Regular lot	302	L						[]			1 BUYER		2 Sale involved additional parcels.		
2 Rear lot	303	L						[]		149,000	2 SELLER		3 Not open market, not reasonable marketing time.		
3 Apartment site 1990	304	L						[]			3 FEE		4 Parties under compulsion to act.		
4 Waterfront								[]			4 AGENT		5 Property changed after sale.		
SQUARE FEET	311	S			SQ. FT.		Influence Factors	[]			402	ENTRANCE CODES			
1 Primary site	312	S			SQ. FT.		1 Unimp	[]			Entrance gained.		4 Currently unoccupied.		
2 Secondary site	313	S			SQ. FT.		2 Exc Fr	[]			1 Not applicable - Unimproved parcel.		5 Est. for misc. reasons (see memo).		
3 Residual							3 Topo	[]			2 Entrance and information refused.		6 Occupant not at home.		
4 Waterfront							4 Shape or Size	[]			3 Entrance refused, Info at door.				
ACREAGE	321	A		ACRES	PROD RTG		5 Econ Misimp	[]			INSPECTION WITNESSED BY				
1 Homesite	322	A		ACRES			6 Restrict Noncont	[]			MEMORANDUM				
2 Tillable	323	A		ACRES			7 Land Locked	[]			1ST CALL 9:59 3-1-82				
3 Pasture	324	A		ACRES			8 Corner Alley (+)	[]							
4 Woodland	325	A		ACRES			9 View (+)	[]							
5 Wasteland	326	A		ACRES											
6 Primary site															
7 Secondary site															
8 Residual															
9 Waterfront															
0 Other															
GROSS	330	G					SUMMARY OF VALUES				ASSESSORS FINAL REPORT				
1 Irregular lot							TOTAL VALUE LAND				EFF DATE				
2 Site value							TOTAL VALUE BUILDING				REASON				
3 Residual							TOTAL VALUE LAND & BLDGS				L or I				
4 Waterfront											+-				
0 Minus R.O.W.											AMOUNT				

PROPERTY FACTORS										OWNERSHIP	
TOPOGRAPHY		UTILITIES		STREET OR ROAD		DWELLING SETBACK		FRONTING TRAFFIC		PRIVATE	1
LEVEL	1	ALL PUBLIC	1	PAVED	1	MORE THAN NEIGHBORHOOD AVG	1	LIGHT	1	CITY	2
ABOVE STREET	2	PUBLIC WATER	2	SEMI-IMPROVED	2	SAME AS NEIGHBORHOOD AVG	2	MEDIUM	2	COUNTY	3
BELOW STREET	3	PUBLIC SEWER	3	UNPAVED	3			HEAVY	3	STATE	4
ROLLING	4	GAS	4	PROPOSED	4	LESS THAN NEIGHBORHOOD AVG	3	NONE	4	RELIGIOUS	6
STEEP	5	WELL	5	LANDLOCKED	5			CUL-DE-SAC	5	FRATERNAL	7
LOW	6	SEPTIC	6	SIDEWALK	6						
SWAMPY	7										

901	902	903	904	910	REASON CODES
				DEACTIVATE	01 Gains due to annexation.
					02 Higher land use, N/C, new plats.
					03 New machinery.
					04 Formerly exempt, now assessed.
					05 Reval increase.
					06 Shift in class to.
					07 Losses by annexation.
					08 Machinery removed.
					09 Formerly assessed, now exempt.
					10 Reval decrease.

ADDITIONAL OTHER FEATURES	AMOUNT
1 extra furn	400
2 wet bar	200
3	
4	
5	
6	
7	
8	
TOTAL ADT. OTH. FEATURES CARRY TOTAL TO 556	600

ADDITIONAL ATTACHMENTS	AMOUNT
1	
2	
3	
4	
5	
6	
7	
TOT. 99 ADTL. ATTACHMENTS CARRY TOTAL TO 606	

OTHER BUILDING IMPROVEMENTS																
	TYPE CODE	QUAN	CONST	YEAR	SIZE	G	HGT	RATE	MODIFICATIONS	LM	RCN	COND	% GOOD	OB/MA	RCNLD	
701			F M O													
702			F M O													
703			F M O													
704			F M O													
705			F M O													
706			F M O													
707			F M O													
708			F M O													
709			F M O													
710			F M O													

GROSS BUILDING SUMMARY																					
820	APARTMENT DATA						ID	USE	CONST	GRADE	AGE	EREC	REM	SIZE	RATE	LM	RCN	COND.	% GOOD	OB/MA	MARKET VALUE
	TYPE	GR	BEDS	BATHS	NO. UNITS	RENTAL															
1																					
2																					
3																					

830	INCOME DATA			
ACTUAL RENT	_____	ECONOMIC RENT	_____	
VACANCY	_____	EXPENSES	_____	

800	TOTAL OTHER IMPROVEMENTS														
MEASURED BY	GD	DATE	5-13	LISTED BY	Pm	DATE	4/1/82	CALCULATED BY	PR	DATE	5-19	REVIEWED BY	_____	DATE	_____

APARTMENT COMPUTATIONS			
	1 - FIN BSMT	2 - FIRST	3 - UPPER
EXTERIOR WALLS			
AVG UNIT SIZE			
BASE PRICE			
SQUARE FEET			
SUB TOTAL			
ADJ BASE 1 + 2 + 3			
UNFINISHED BSMT	*		
PLUMBING	*		
AIR COND	*		
ATTACHMENTS	*		
SUB TOTAL			
X GRADE FACTOR BASE VALUE			
X LOCAL MODIFIER			

APARTMENT TYPE	
1. GARDEN	
2. TOWNHOUSE	
3. OTHER	
APARTMENT GRADE FACTOR	
A	1.55
B	1.28
C	1.00
D	.85
E	.55

Basmt 1
Rheem hwh
Rec rm 2.50
25x20
2 ggs furn
2 elect Air cleaners
2 hwh

1st fl
Kit orig cab
Din crown mold
Penett BE cab
Furn oversized FP (old world look)
BE cab, quarry tile fl
sun rm elect ht.
1/2 bath orig
Foyer slate
liv crown mold crack in ceiling

2nd fl
Aue.
- panel door flw out
- many closet + cabinets
- bath fix are c-grade
for this type of propert
very honey furn.

95-9992 *Richard* MARY ANN BYRNE
 RESID 1030 E. THORN LANE
 MILWAUKEE WI 53217 FOX PT
 37,500 LAND 56,400 IMPRV 93,900 TOTAL
 ALL THAT PIECE OF LAND DESC.
 IN REEL 405-IMAGES 153-154 INCL. LYING
 IN LOTS 7 & 9. NE1/4 & SE1/4
 SEC. 16-8-22. 1.999 AC.

YEAR 1990

CL	YEAR 1990						YEAR								
	NO AC	PER AC	LAND	IMPTS.	TOTAL	NO AC	PER AC	LAND	IMPTS.	TOTAL	NO AC	PER AC	LAND	IMPTS.	TOTAL
<i>RI</i> A		X X	85,000	151,100	236,100			149,000	195,700	344,700					
B		X X													
C		X X													
D				X X X X	X X X X										
				X X X X	X X X X										
				X X X X	X X X X										
				X X X X	X X X X										
				X X X X	X X X X										
				X X X X	X X X X										
				X X X X	X X X X										
E															
F1															
F2															
				X X X X	X X X X										
				X X X X	X X X X										
		X X	X X X X	X X X X	X X X X										
		X X	X X X X	X X X X	X X X X										
EXEMPT		X X	X X X X	X X X X	X X X X										
		X X	X X X X	X X X X	X X X X										
		X X	X X X X	X X X X	X X X X										
		X X	X X X X	X X X X	X X X X										
		X X													
		X X													
		X X													
		X X													
		X X													
		X X													
		X X													
		X X													

500 V VACANT D DWELLING 0 OTHER

STORY HEIGHT
1.0 1.5 2.0 2.5 3.0

STYLE
01 RANCH 07 TOWN HOUSE 11 DUPLEX
02 BI-LEVEL 08 RESIDENCE O/S 12 CONDOMINIUM
03 SPLIT LEVEL 09 MANSION
04 CAPE COD 10 COTTAGE
05 COLONIAL 13 OTHER
06 CONTEMPORARY

USE

EXTERIOR WALL COVERING
1 Wood 2ND 4 ALUM / VINYL 7 BRICK 1st
2 BLOCK 5 ASBESTOS 8 STONE
3 STUCCO 6 METAL 9 MS/FR

510 AGE
ERECTED 1 956 REMODELED 19 __

515 **BASEMENT**
1 NONE 2 CRAWL 3 PART 4 FULL

520 **HEATING**
1 NONE 2 BASE 3/2 AIR CON

FUEL TYPE
1 GAS 2 ELECT 3 OIL 4 COAL

SYSTEM TYPE
2 WARM AIR 2 ELECT 3 HOT WATER 4 STEAM

525 **LIVING ACCOMMODATIONS**
TOTAL ROOMS 8 BED ROOMS 4 FAMILY ROOM 1
FULL BATHS 3 HALF BATHS 1 ADDN'L FIXTURES 1 TOTAL FIXTURES 14

530 **KITCHEN RATING** 1 2 3 4 VG G- AV P
BATHROOM RATING 1 2 3 4 VG G AV P

540 **INTERIOR CONDITION RELATIVE TO EXTERIOR**
1 BETTER 2 SAME 3 POORER

PHYSICAL CONDITION
1 GD 2 AV 3 PR 4 UN

551 **OTHER FEATURES** AMOUNT
1 MASONRY ADJ []
2 REC ROOM 20x25 @ 2.00 1000
553 3 WB FP: STACKS 2 OPENINGS 2 3600
554 4 METAL FP: STACKS
555 5 BASEMENT GARAGE NO. CARS
556 6 TOTAL ADDTNL OTHER FEATURE AMT. 600

TOTAL OTHER FEATURE AMT. 5200

560 **GRADE FACTOR** AA A B C D E [+]
COST & DESIGN FACTOR []
CDU EX VG GD AV FR PR VP UN

1st	2nd	3rd	AREA	AMOUNT
601	<u>13</u>		528	4100
602	<u>11</u>		40	300
603	<u>11</u>		32	300
604				
605				
606				

ATTACHMENTS

1st	2nd	3rd	AREA	AMOUNT
601	<u>13</u>		528	4100
602	<u>11</u>		40	300
603	<u>11</u>		32	300
604				
605				
606				

TOTAL ATTACHMENT AMOUNT \$ 4700

ATTACHMENT CODES

COND/DES/USFL	NO.	EX	VG	G	AV	FR	PR	VP	UN	UNF
EXTERIOR WALLS				Y						
ROOF & COVER										
WINDOWS & DOORS				X						
HEATING										
ELECTRICAL										
PLUMBING										
REC ROOM										
OTHER										
KITCHEN										
DINING RM.										
LIVING RM.										
BATHROOM										
POWDER RM.										
BEDROOM										
FAMILY RM.										
OTHER										
KITCHEN										
DINING RM.										
LIVING RM.										
BATHROOM										
BEDROOM										
OTHER										
LIVING AREA										

LIVING AREAS

570	575	580
BSMT <u>90%</u> <u>1934</u>	ADDN'L FLOOR _____	ATTIC UNFIN _____
FIN BSMT LIV _____	ATTIC FIN _____	1/2 STORY UNFIN _____
FIRST FLOOR <u>2143</u>	1/2 STORY FIN <u>1934</u>	UNFIN ROOM _____
SECOND FLOOR _____		

DWELLING COMPUTATIONS

FIRST FLOOR	EXT WALL CONST	AREA	VALUE
	<u>10/90</u> 1-7	2494-2143	53446
SECOND FLOOR			
ADDITIONAL STORY			
1/2 STORY	1	5.66-1934	10946
ATTIC			

BASE PRICE 64392

BASEMENT ADJUSTMENT

BASEMENT AREA	AREA	FACTOR	ADJ AREA	COST
BASEMENT AREA _____	X	<u>1.00</u>	= _____	
CRAWL AREA _____	X	<u>0.75</u>	= _____	
1st FLOOR AREA _____	X	<u>0.50</u>	= _____	
NET BASEMENT ADJUSTMENT				<u>N/A</u>

HEATING (AC) SFLA 3518 ± + 2850

PLUMBING 5 FIXTURES IN BASE
TOT FIXTURES 14 - 5 = 9 X 400 / FX ± + 3600

TOTAL OTHER FEATURE AMOUNT = + 5200
TOTAL ATTACHMENT AMOUNT = + 4700

ADJUSTED BASE PRICE (ACTUAL SQ. FT. LIV. AREA) 3518 = 80742

X GRADE FACTOR _____ = 1.28

X COST & DESIGN FACTOR _____ =

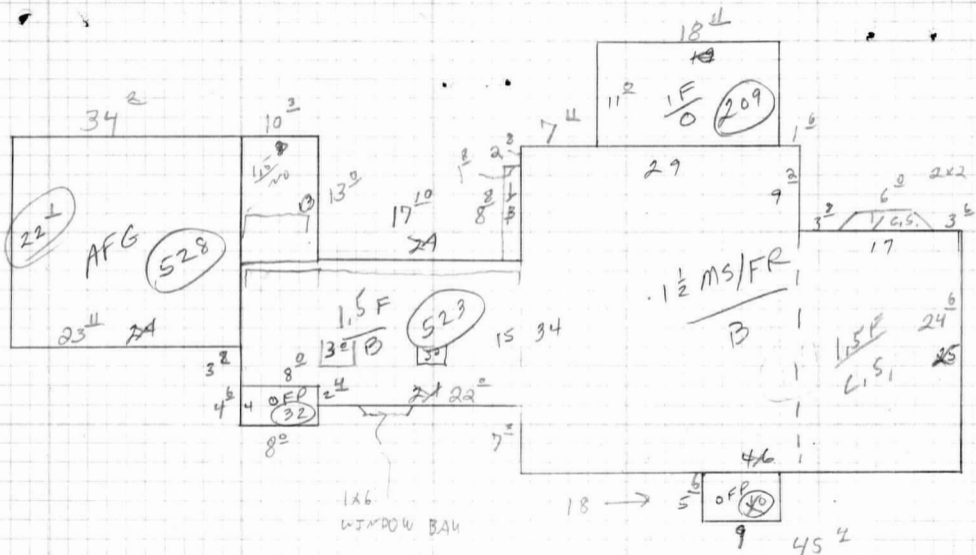
X LOCAL MODIFIER _____ R C N = 1.55

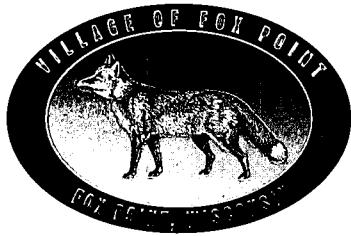
X PER CENT GOOD .82 1.15 R C N L D = 151,061

+ OTHER BUILDING IMPROVEMENTS

+ GROSS BLDG. SUMMARY

TOTAL IMPROVEMENT VALUE 151,100





VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

VILLAGE OF FOX POINT PROPERTY MAINTENANCE COMPLIANCE NOTICE

Property Owner JOSEPH + KAREN BALISTRERI
Address 1030 E THORN LA

Date 28 MAY 02

The Village's goal is to inspect the exterior of all properties within the Village to ensure compliance with the Village's Property Maintenance Code. An inspection of your property has revealed that your property does not adhere to Village code in the following area(s):

Description

Comments

- Fences
- Decks
- Retaining Walls
- Accessory Buildings
- Dwelling Exterior
- Litter
- Grass
- Dead Trees
- Exterior Storage
- Other

OK
SS

Pursuant to section 33.7 of the Village code, the Village hereby requests that you bring the above referenced items into code compliance by _____. Please be aware that failure to comply with this notice will result in a citation to appear in municipal court.

Please feel free to contact the Village should you have any questions concerning this notice.

Sincerely,

Property Maintenance Inspector

For Point

Richard R. Byrne and Mary Ann Byrne

REGISTER'S OFFICE }
Milwaukee County, WI } SS
RECORDED AT _____ M

AM

FEB - 6 1991 - 10 05 AM

REEL 2536 IMAG 1272

Wanna change REGISTER OF DEEDS

as Trustee of
Richard R. and Mary Ann Byrne Living and Devolution
Trust under declaration of trust dated October 27, 1987
for a valuable consideration conveys without warranty to Richard R.
Byrne and Mary Ann Byrne, husband and wife as marital
property

RETURN TO John P. Miller, Esq.
788 N. Jefferson Street
Milwaukee, WI 53202

Grantee,
the following described real estate in Milwaukee County,
State of Wisconsin:

Tax Parcel No: 092-9992

PARCEL I: All that part of Lots numbered Seven (7) and Nine (9) lying in the North East Fractional one-quarter (1/4) and South East Fractional One-quarter (1/4) Section numbered Sixteen (16), in Township numbered Eight (8) North, Range numbered Twenty-two (22) East, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North the long chord of which curve bears North 79° 15' East 136.98 feet to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 72° 06' 53" East 25.47 feet); said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 100 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of a one-lane public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement. PARCEL II: All that part of Lots numbered Seven (7) and Nine (9) Section numbered Sixteen (16), in Township numbered Eight (8) North, Range numbered 22, 39 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company, thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North the long chord of which curve bears North 79° 15' East 136.98 feet to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 72° 06' 53" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 74° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid highway 50.00 feet in width; thence South 12° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' West 139.22 feet (formerly described as South 52° 04' West 140 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

FEE
77.25 (9)
EXEMPT

6455588
RECORD 8.00

Dated this 29th day of JANUARY, 1991

Richard R. Byrne (SEAL)

Mary Ann Byrne (SEAL)

Richard R. Byrne Trustee Mary Ann Byrne Trustee

AUTHENTICATION ACKNOWLEDGMENT

Signature(s) Richard R. Byrne and Mary Ann Byrne STATE OF WISCONSIN

authenticated this 29th day of JANUARY, 1991. Personally came before me this _____ day of _____, 19____ the above named

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

to me known to be the person who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY

John P. Miller

Notary Public _____ County, Wis.
My Commission is permanent. (If not, state expiration date: _____, 19____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

See

*Names of persons signing in any capacity should be typed or printed below their signatures.

1030 E. Thorn Lane
MILWAUKEE, WISCONSIN 53225
160J

DOCUMENT NO

STATE BAR OF WISCONSIN FORM 3 - 1982
QUIT CLAIM DEED

THIS SPACE RESERVED FOR RECORDING DATA

Fox Pt.
095-9992

6214487

REGISTER'S OFFICE }
Milwaukee County, WI } SS
RECORDED AT _____ W

OCT 3 - 1988

REEL 2259 IMAGE 160J

Walter B. Buehler

REGISTER OF DEEDS

Mary Ann Byrne

quit-claims to Richard R. Byrne and Mary Ann Byrne as initial Trustees or any successor Trustees of the Richard R. and Mary Ann Byrne Living and Devolution Trust under declaration of trust dated October 27, 1987 as amended from time to time

the following described real estate in _____ Milwaukee _____ County,

RETURN TO John P. Miller
788 N. Jefferson, Suite 900
Milwaukee, WI 53202

State of Wisconsin: PARCEL I: All that part of Lots numbered Seven (7) and Nine (9) lying in the North East Fractional One-quarter (1/4) and South East Fractional One-quarter (1/4) Section numbered Sixteen (16), in Township numbered Eight (8) North, Range numbered Twenty-two (22) East, bounded and described as follows: Commencing at a point which is 202.89 feet South 0°42' West of and 77.33 feet South 89°56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79°15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74°16'53 1/2" East 25.47 feet); said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears South 84°28'43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12°54' East 374.45 feet (formerly described as North 12°44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75°16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1°02' West 396.68 feet to the place of commencement.

PARCEL II: All that part of Lots numbered Seven (7) and Nine (9) lying in the North East Fractional One-quarter (1/4) and South East Fractional One-quarter (1/4) Section numbered Sixteen (16), in Township numbered Eight (8) North, Range numbered Twenty-two (22) East, bounded and described as follows: Commencing at a point which is 202.89 feet South 0°42' West of and 77.33 feet South 89°56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79°15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74°16'53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1°02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75°16' West 29.30 feet to a point; thence North 84°31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22°28' East 208.39 feet (formerly described as South 20°24' East 209.71 feet) to a point; thence South 52°04'30" West, 139.22 feet (formerly described as South 52°04' West, 140.80 feet) to a point; thence South 10°07' West 168.56 feet to the point of commencement.

This is homestead property.

(is) (is not) dated this 22nd day of September, 1988.

NAME CHANGE
NAME CHANGE

Mary Ann Byrne (SEAL)
Richard R. Byrne (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) Mary Ann Byrne and Richard R. Byrne

STATE OF WISCONSIN

authenticated this 22nd day of September, 1988.

Personally came before me this _____ day of _____, 19____ the above named

CHARLES P. MAYERA
TITLE: MEMBER STATE BAR OF WISCONSIN

6214487
RECORD 4.00

(If not authorized by § 706.06, Wis. Stats.)

to me known to be the person who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY

John P. Miller

Notary Public _____ County, Wis.
My Commission is permanent. (If not, state expiration date: _____, 19____.)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

100

1030 9. Thorn 366 Fox Pt ✓

FEB-20-68 165955 • 4374669 D RE DE 3.00

DOCUMENT NO.

REEL 405 IMAG 153

A14476 T

WARRANTY DEED
STATE OF WISCONSIN—FORM 1
THIS SPACE RESERVED FOR RECORDING DATA
4374669

REGISTRY'S OFFICE
Milwaukee County, Wis.
RECORDED AT
on FEB 20 1968 in
Reel 405 Image 153
Morton Patten
Register of Deeds

THIS INDENTURE, Made this 19th day of FEBRUARY, A. D. 1968
between LOUIS J. GREENEBAUM, JR. and MARY ANN GREENEBAUM,
his wife

parties of the first part, and
MARY ANN BYRNE

part y of the second part,
Witnesseth, That the said parties of the first part, for and in consideration

of the sum of One Dollar (\$1.00) and other good and valuable
considerations

to them in hand paid by the said part y of the second part, the receipt
whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened,
conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and
confirm unto the said part y of the second part, her heirs and assigns forever, the following

described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:
All that part of Lots numbered Seven (7) and Nine (9) lying in the North East Fractional One-quarter (1/4) and South East Fractional One-quarter (1/4) Section numbered Sixteen (16), in Township numbered Eight (8) North, Range numbered Twenty-two (22) East, bounded and described as follows: Commencing at a point which is 202.89 feet South 0°42' West of and 77.33 feet South 89°56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79°15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74°16' 53 1/2" East 25.47 feet); said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes;
(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said part y of the second part, and to her heirs and assigns FOREVER.

And the said LOUIS J. GREENEBAUM, JR. and MARY ANN GREENEBAUM, his wife, for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said part y of the second part, her heirs and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, excepting municipal and zoning ordinances and recorded easements for public utilities, recorded building restrictions, if any.

and that the above bargained premises in the quiet and peaceable possession of the said part y of the second part, her heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals, this 19th day of FEBRUARY, A. D., 1968

SIGNED AND SEALED IN PRESENCE OF

Morton D. Newald
Horton D. Newald
Kenneth W. Brown

Louis J. Greenebaum, Jr. (SEAL)
LOUIS J. GREENEBAUM, JR.
Mary Ann Greenebaum (SEAL)
MARY ANN GREENEBAUM (SEAL)

State of Wisconsin, Milwaukee County, Personally came before me, this 19th day of February, A. D., 1968, the above named LOUIS J. GREENEBAUM, JR. and MARY ANN GREENEBAUM, his wife

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY
Morton D. Newald
Notary Public, Milwaukee County, Wis.
My commission (expres) (is) permanent

Return to
 Thomas S. STAYE
 MICHAEL BEST & FRIEDRICH
 626 East Wisconsin Ave.
 MILWAUKEE, WI 53201

Warranty Deed

This space reserved for
 signatures of Deeds

No.

To

(legal description continued)

to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South $84^{\circ}28'43\frac{1}{2}''$ East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North $12^{\circ}54'$ East 374.45 feet (formerly described as North $12^{\circ}44'$ East 377.21 feet) to a point in the center line of a public highway known as North Beach road; thence North $75^{\circ}16'$ West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South $1^{\circ}02'$ West 396.68 feet to the place of commencement.

PARCEL II.

- All that part of Lots numbered Seven (7) and Nine (9) lying in the North East Fractional One-quarter ($1/4$) and South East Fractional One-quarter ($1/4$) Section numbered Sixteen (16), in Township numbered Eight (8) North, Range numbered Twenty-two (22) East; bounded and described as follows: Commencing at a point which is 202.89 feet South $0^{\circ}42'$ West of and 77.33 feet South $89^{\circ}56'$ East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company, thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North $79^{\circ}15'$ East 136.98 feet) to a point; thence easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North $74^{\circ}16'53\frac{1}{2}''$ East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North $1^{\circ}02'$ East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North $75^{\circ}16'$ West 29.30 feet to a point; thence North $84^{\circ}31'$ West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South $22^{\circ}28'$ East 208.39 feet (formerly described as South $20^{\circ}24'$ East 209.73 feet) to a point; thence South $52^{\circ}04'30''$ West, 139.22 feet (formerly described as South $52^{\circ}05'$ West 140.80 feet) to a point; thence South $15^{\circ}00'$ West 168.56 feet to the point of commencement.

409
 368
 280.



DOC.# 09999738

STORMWATER DRAINAGE EASEMENT

RECORDED 05/25/2011 08:59AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

Document Number

Document Title

This Stormwater Drainage Easement ("Easement") is made this 16th day of May 2011 by Joseph J. and Karen A. Balistreri, husband and wife, (collectively referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1030 E. Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel; and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No. 2652, pages 344-346 (the "Existing Easement"); and

Within the Existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris; and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel; and

The Village of Fox Point hired a professional appraiser to appraise the value of the Easement to be acquired, and the Owner has agreed to convey the Easement upon the terms described herein for the appraised value.

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein.

In consideration of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel.

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described as "Proposed Permanent Easement" on the attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, all within the Easement Area to allow

DA 1/9/11

Recording Area

Name and Return Address

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

FPV-095-9992

Parcel Identification Number (PIN)

water to drain across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").

2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Trees, bushes, branches and roots may be trimmed or removed as necessary so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.
3. Binding on Owner of Owner's Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered without the written consent of the Village. Following the full completion and restoration of the initial construction of the Village's Facilities, the then-existing elevation of the ground surface within the Easement Area (the "Finished Elevation") shall not be substantially changed by the Village without the written consent of the Owner; provided that such consent is not required for the Village to restore the Easement Area to the Finished Elevation if the elevation should change over time for any reason, such as erosion or sedimentation or any other cause. The Village shall, within ninety (90) days of completion and restoration of the initial construction of the Village's Facilities, prepare an as-built plan showing the Finished Elevation. Such as-built plans shall be recorded by the Village against the Owner's Parcel in a document which references this Easement.
5. Severability. If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
6. Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

NOTICE PURSUANT TO WIS. STAT. § 32.05(2A):

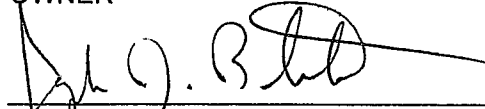
1. The amount of compensation is \$2,000.00.
2. Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months after the date of recording of this conveyance document as set forth in § 32.05(2a), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance document shall be treated as the award and the date the conveyance document is recorded shall be treated as the date of taking and the date of evaluation.
3. Other persons having an interest of record in the Owner's Parcel as of the date of this Easement:
 - Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Mortgage Electronic Registration Systems, Inc.

("MERS"), (solely as a nominee for Lender, Central States Mortgage Co., and Lender's successors and assigns) recorded September 12, 2003 as Document No. 8622412.

- Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Bank One NA, recorded September 24, 2001 as Document No. 8138616.

Dated this 16th day of May 2011.

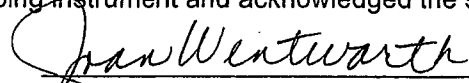
OWNER



 Joseph J. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of May 2011, the above-named Joseph J. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



 NOTARY PUBLIC, STATE OF WI
 My commission expires: 9/8/2013

Dated this 16th day of May 2011.

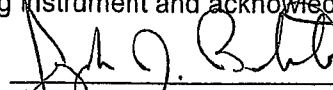
OWNER



 Karen A. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of May 2011, the above-named Karen A. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



 NOTARY PUBLIC, STATE OF WI
 My commission expires: is permanent

This Instrument Was Drafted By: Eric J. Larson, Village Attorney, Arenz, Molter, Macy & Riffle, S.C.
720 N. East Avenue, Waukesha, Wisconsin 53186

MyFiles\Fox Point\Basil's\Thom Lane\Balistreri-Final\Balistreri.Easement.FxPt.051211.docx

Exhibit A

(Owner's Parcel)

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet);

said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

PARCEL II:

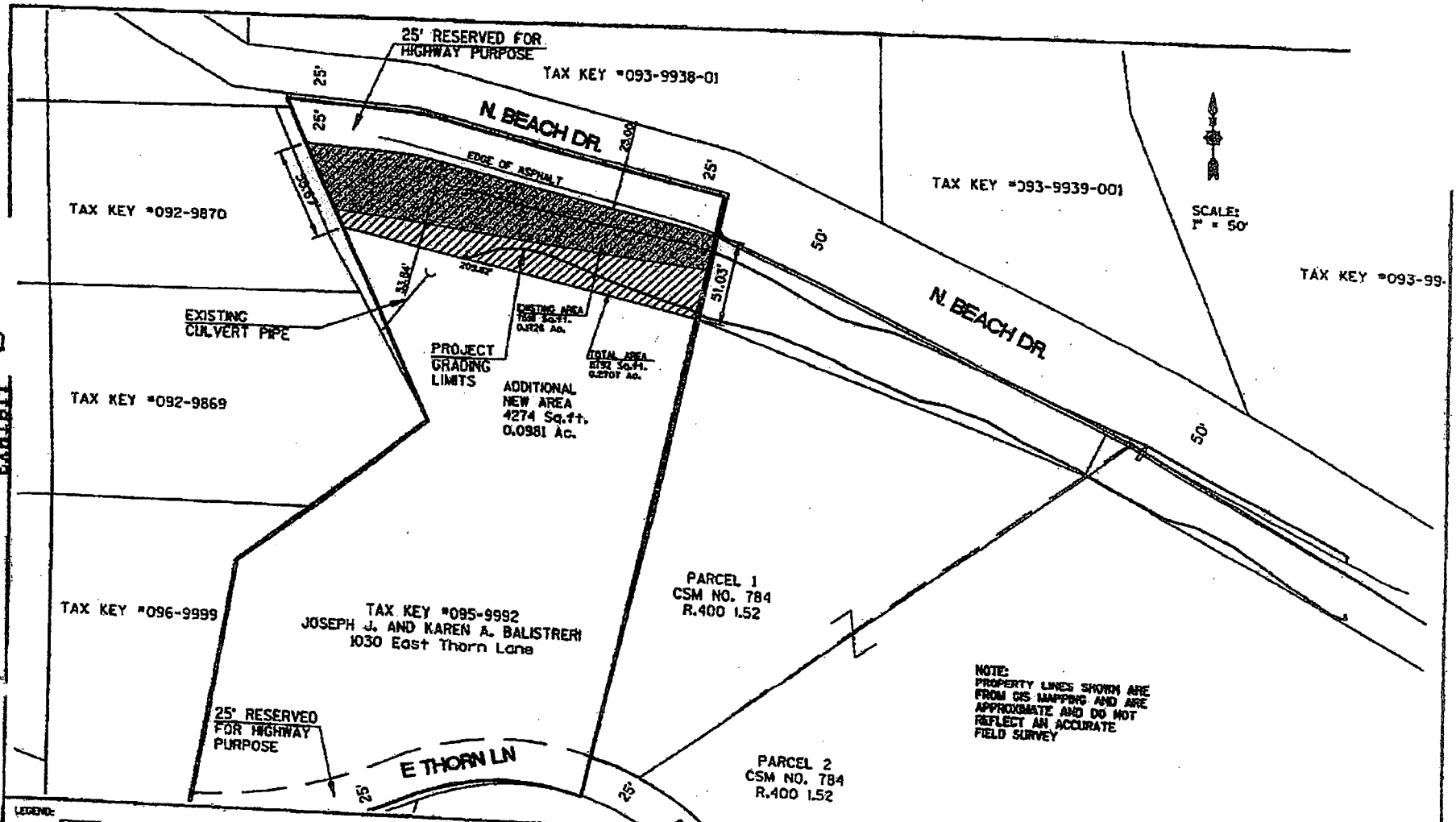
All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 29.30 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

Tax Key No: 095-9992

Address: 1030 East Thorn Lane



EXHIBIT B



LEGEND:

PROPOSED PERMANENT EASEMENT

EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.261.6669

PROPOSED PERMANENT EASEMENT EXHIBIT		NORTH BEACH DRIVE RAVINE MITIGATION VILLAGE OF FOX POINT	
DATE: 5/10/2010	TIME: 3:53 PM	PLotted BY: RAISA KHAYTHA	

FILENAME: S:\Work\2010\Projects\COA\060207-Storm Sewer Outfall Rehabilitation\North Beach Ravine Mitigation\Survey\060207.dwg LAST SAVED DATE: 5/10/2010



DOC.# 09974879

RECORDED 03/01/2011 08:56AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

LIS PENDENS

Document Number

Document Name

TO: Register of Deeds:

The Village of Fox Point has made a Jurisdictional Offer to Purchase pursuant to Wisconsin Statutes Section 32.05(3) to acquire an easement interest in real property located in Milwaukee County, Wisconsin identified in the Jurisdictional Offer to Purchase attached hereto and Incorporated by reference as Exhibit A.

Said Jurisdictional Offer to Purchase might confirm or change interests in such property.

All persons dealing with the parties in connection with this real estate after the filing of this notice will take subject to the rights of the parties, as to be determined in this matter.

Dated: February 16, 2011

Arenz, Molter, Macy & Riffle, S.C.
Attorneys for the Village of Fox Point

Eric J. Larson
State Bar No. 1023297
(262) 548-1340

Recording Area

Name and Return Address

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

VFP 095-9992

Parcel Identification Number (PIN)



f

**JURISDICTIONAL OFFER TO PURCHASE (AMENDED FEBRUARY 16, 2011)
VILLAGE OF FOX POINT
NORTH BEACH DRIVE RAVINE STORMWATER DRAINAGE IMPROVEMENTS**

**TO: Mr. and Mrs. Joseph Balistreri
1030 East Thorn Lane
Fox Point, WI 53217**

**TO: Mortgage Electronic Registration Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026**

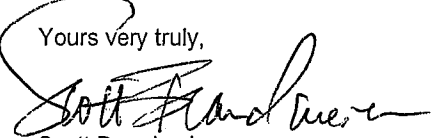
**Bank One, N.A.
Milwaukee Private Client Services, LPO.
111 East Wisconsin Avenue
Milwaukee, WI 53202**

PLEASE TAKE NOTICE:

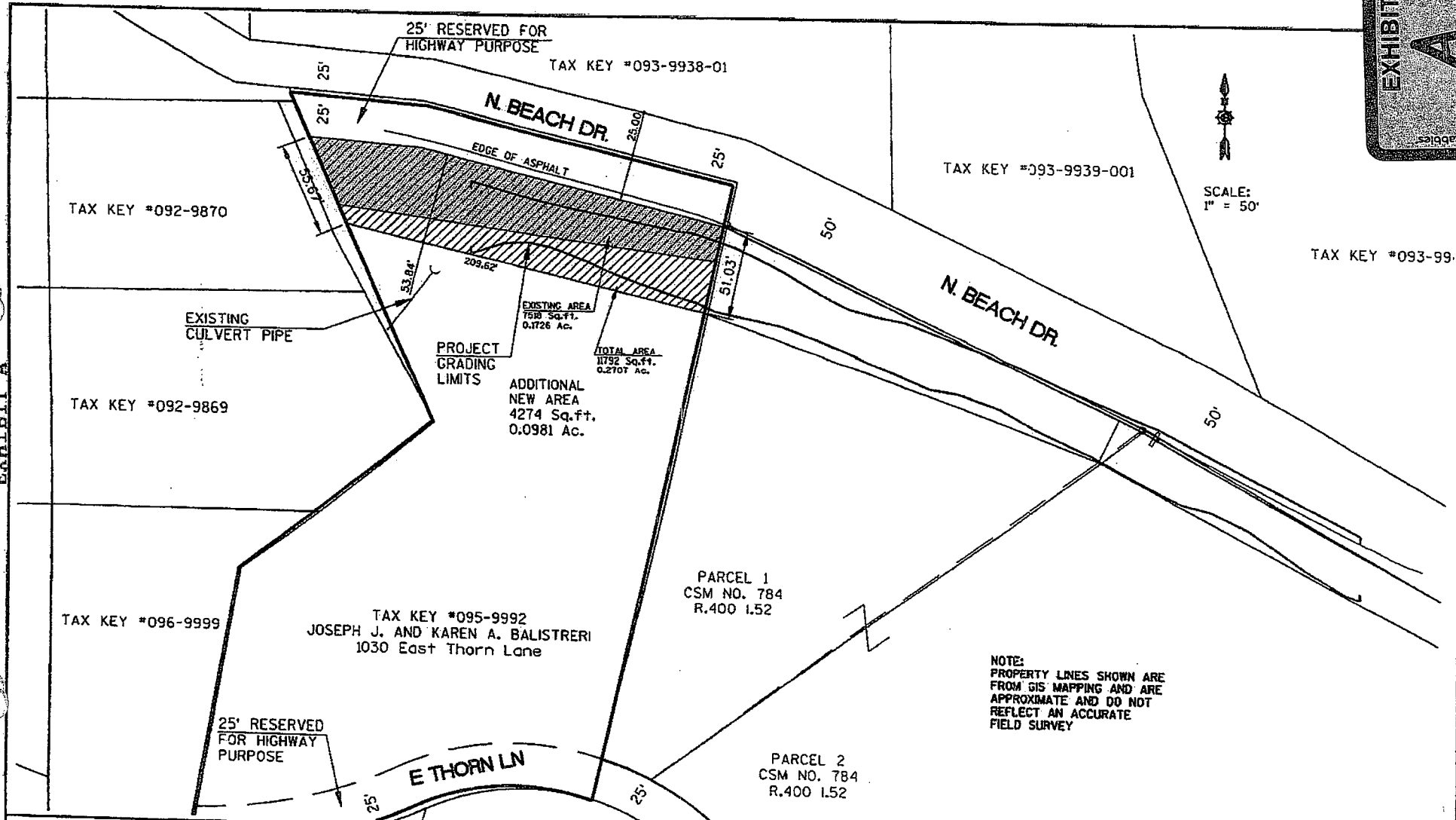
1. Pursuant to the relocation order adopted by the Village Board for the Village of Fox Point on or about May 11, 2010, the Village is acquiring an easement in order to restore proper drainage, relieve the risks of flooding, control risk of erosion and related benefits of proper drainage in the North Beach Drive Ravine.
2. Pursuant to the foregoing, the Village is acquiring easement interests along the property known as 1030 East Thorn Lane, as further described in attached Exhibit A.
3. The Village intends to occupy this easement area, for installation and use of said improvements, beginning on approximately March 15, 2011.
4. The Village of Fox Point is offering Two Thousand Dollars (\$2,000) for the acquisition of this easement interest, itemized as follows. The compensation is determined per the appraisal, with no additional compensation for items enumerated in Section 32.09(6)(a) to (g), Wisconsin Statutes. Compensation for additional items of damage as set forth in Section 32.19 may be claimed under Section 32.20 and will be paid if shown to exist.
5. The appraisal of the property, on which this offer is made, is available for inspection at the Village of Fox Point Village Hall by persons having an interest in the land sought to be acquired.
6. The owner of the foregoing property has twenty (20) days from the date of completion of service of this notice, in which to accept or reject this offer.
7. If the owner has not accepted this offer pursuant to Wisconsin Statutes Section 32.05(6), the owner has forty (40) days from the date of completion of service of this notice to commence a court action to contest the right of condemnation as provided in Wisconsin Statutes Section 32.05(5), provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such action shall be an absolute bar to such action.
8. The owner, subject to Wisconsin Statutes Section 32.05(9)(a) and (11), will have two years from the date of the taking of property in which to appeal for greater compensation without prejudice to the right to use the compensation given by the award.

I look forward to hearing from you.

Yours very truly,


Scott Brandmeier
Director of Public Works
Village of Fox Point

cc: Susan Robertson, Village Manager
Tanya O'Malley, Village Clerk
Eric J. Larson, Village Attorney



SCALE:
1" = 50'

NOTE:
PROPERTY LINES SHOWN ARE
FROM GIS MAPPING AND ARE
APPROXIMATE AND DO NOT
REFLECT AN ACCURATE
FIELD SURVEY

EXHIBIT A

LEGEND:
 PROPOSED PERMANENT EASEMENT
 EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.381.6600

PROPOSED PERMANENT EASEMENT EXHIBIT			NORTH BEACH DRIVE RAVINE MITIGATION VILLAGE OF FOX POINT		
OWNER BY: RK	DRAWN BY: MS	APPROVED BY: MS	PROJECT NUMBER: 05.0257.02	DATE: 3/19/2010	ISSUED DATE: 5/10/2010
PLOT DATE/TIME: 5/10/2010 3:53 PM			PLOTTED BY: RAISA KHATTIHA		

FILENAME: S:\Work_Co\Foxpoint\Co\080257-Storm Sewer\Cut\01 Rehab\North Beach Ravine Rehabilitation\Survey\080257.dwg LAST SAVED DATE 5/10/2010

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet);

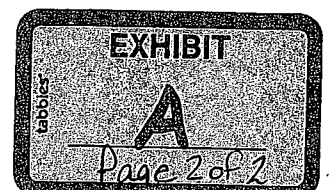
said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

PARCEL II:

All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 29.30 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

Tax Key No: 095-9992

Address: 1030 East Thorn Lane



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19

A RESOLUTION TO CONDITIONALLY RELEASE
THE VILLAGE INTEREST IN AN EASEMENT FOR
STORMWATER AND HIGHWAY PURPOSES
IN THE VILLAGE OF FOX POINT



* 1 0 0 1 1 2 0 5 *

DOC.# 10011205

Document Number

Document Name

RECORDED 07/05/2011 09:24AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

Recording Area

Name and Return Address

Eric J. Larson
PO Box 1348
Waukesha, WI 53187-1348

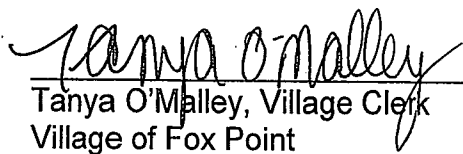
FPV-095-9992, FPV-095-9005 and FPV-095-9006

Parcel Identification Number (PIN)

CERTIFICATION

I, Tanya O'Malley, Village Clerk of the Village of Fox Point, Milwaukee County, State of Wisconsin, DO HEREBY CERTIFY that the attached Resolution, including the exhibits attached thereto, is the official Resolution as approved by the Village Board of the Village of Fox Point on June 14, 2011.

Dated this 28th day of June, 2011.



Tanya O'Malley, Village Clerk
Village of Fox Point

RESOLUTION NO. 2011-16

A RESOLUTION TO CONDITIONALLY RELEASE THE VILLAGE INTEREST IN AN EASEMENT FOR STORMWATER AND HIGHWAY PURPOSES IN THE VILLAGE OF FOX POINT

WHEREAS, on or about August 29, 1949, the "Easement for Storm Sewer and Highway from Spring Road Realty Company to Village of Fox Point" (a copy of which is attached hereto and incorporated by reference as Exhibit A) was recorded by the Milwaukee County Register of Deeds as Document Number 2883767 (the "Existing Easement"); and

WHEREAS, the Village of Fox Point has, more recently, been granted the two (2) easements entitled "Stormwater Drainage Easement", which are attached hereto and incorporated by reference as Exhibits B and C, and which have been recorded by the Milwaukee County Register of Deeds as Document Numbers 09974123 and 09999738 (both easements hereinafter collectively referred to as the "Permanent Easements"); and

WHEREAS, the easement granted to the Village of Fox Point under the Existing Easement is depicted in relation to the easement granted to the Village of Fox Point by the Permanent Easements on the attached Exhibit D (which is hereby incorporated by reference) and designated on Exhibit D as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT"; and

WHEREAS, the Director of Public Works has recommended that the Village of Fox Point release its interest in the easement area depicted on Exhibit D as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT" since the interest in lands reflected thereby is duplicated in, and exceeded by, the interest in lands granted to the Village by the Permanent Easements; and

WHEREAS, the Village Board of Trustees for the Village of Fox Point intends that the Permanent Easements and the rights granted thereunder shall not be disturbed by any release of any interest granted by the Existing Easement; and

WHEREAS, the public interest requires that easement depicted by Exhibit D as "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT" in the Village of Fox Point be released; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Village Board of the Village of Fox Point as follows:


1. The foregoing recitals are hereby incorporated and made a part of this Resolution.
2. That the Village of Fox Point's easement interest in the lands depicted on the

attached Exhibit D as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT", which was granted to the Village of Fox Point pursuant to the "Easement for Storm Sewer and Highway from Spring Road Realty Company to Village of Fox Point" and recorded as Document Number 2883767, is hereby released provided, however, that the lands depicted as the "EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT" are, and shall remain subject to the easement interest granted to the Village of Fox Point by the Permanent Easements.

3. This Resolution, and the Exhibits hereto, shall be recorded with the Milwaukee County Register of Deeds.

Dated at Fox Point, Wisconsin this 21st day of June 2011.

VILLAGE OF FOX POINT

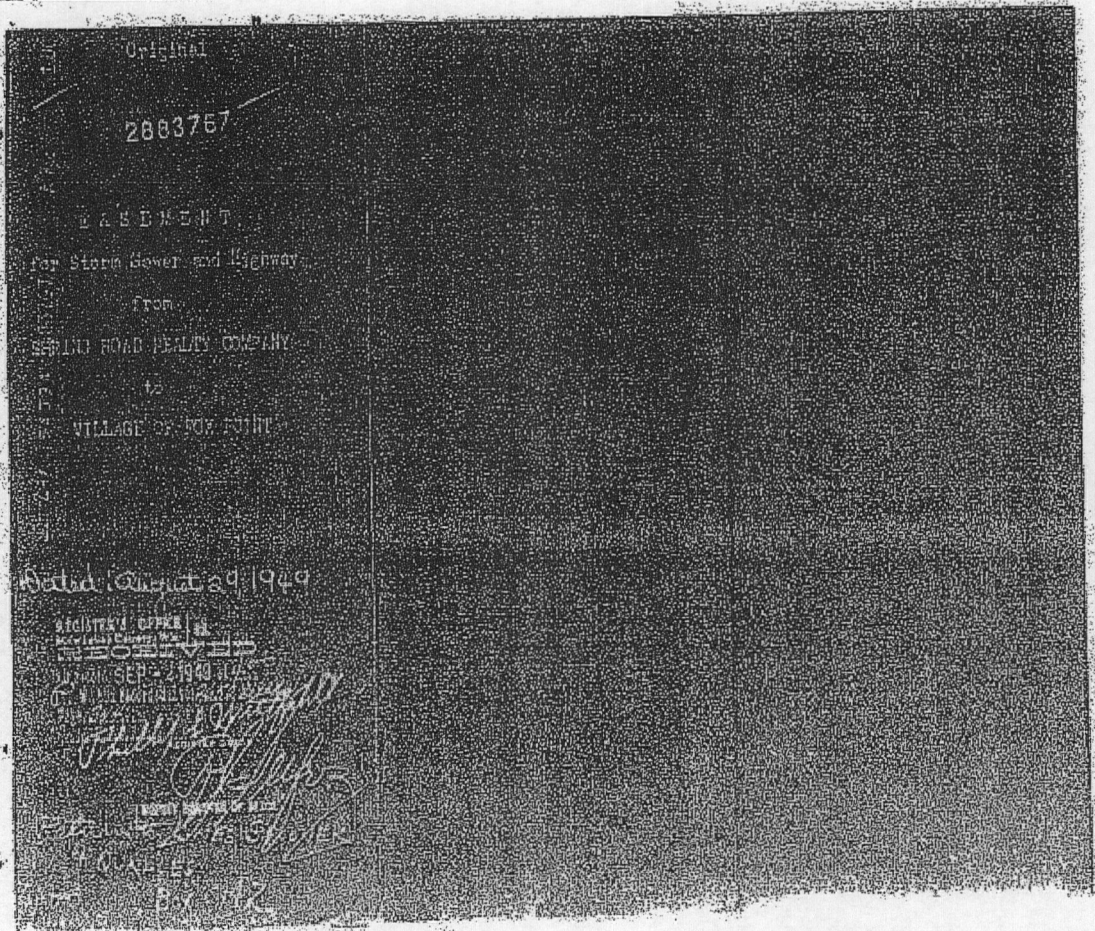


Michael A. West, Village President

Attest: Tanya O'Malley
Tanya O'Malley, Village Clerk

EXHIBIT A

ST. 10



Original

2803757

AGREEMENT
 for State Power and Highway
 from
 BEYOND ROAD REALTY COMPANY
 to
 VILLAGE OF BOY FOUNTAIN

Dated: August 29, 1949

REGISTERED OFFICE
 REGISTERED
 SEP 2 1949
 [Handwritten signatures and stamps]
 [Illegible text]
 [Illegible text]

NE 1/4
 Lot 7
 pt. {D
 U
 SE 1/4
 Lot 9
 pt. B1.

all pt 20-21-22-24-25-33

2652 4346

Signed and Sealed in presence of:

Lottie B. Stall
Lottie B. Stall
M. O. Lach
M. O. Lach

SPRING ROAD REALTY COMPANY

By: J. S. Allen
J. S. Allen, Jr., President
Court-attested: Geo. W. Allen
Geo. W. Allen, Jr., Secretary

STATE OF Kentucky
County of New Castle

Personally and before me this 29th day of August, 1926, J. S. Allen, Vice-President, and Geo. W. Allen, Jr., Secretary of SPRING ROAD REALTY COMPANY, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of the said corporation, by its authority.

Marion E. Gochen Marion E. Gochen
Notary Public, Notary Public
My commission expires _____

PL 3652 4434

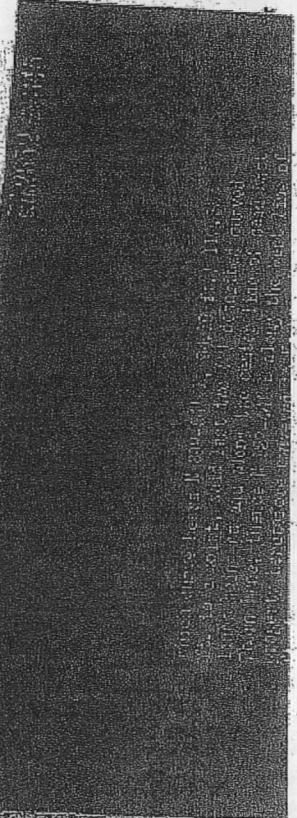
THIS INSTRUMENT, made between STRIKE HOLD FERRY COMPANY, a corporation, as first party, and the VILLAGE OF FOX POINT, a municipal corporation located in Milwaukee County, Wisconsin, as second party, W I T W E S S E T H:

First party for itself, its successors and assigns, for good and valuable consideration paid over by and received from the second party, receipt whereof is hereby confessed and acknowledged by the first party, has granted and conveyed and these presents does grant and convey unto the second party, its successors and assigns, forever, an easement for the installation of shore sewers and for use for highway purposes over the following described premises in the Village of Fox Point, Milwaukee County, Wisconsin, to-wit:

Commencing at a point 311.80 ft. S 89° 36' E, and 122.20 ft. S 9° 48' E, at the corner of Section 16, T 4 R. R 22 S, in the Village of Fox Point, Milwaukee County, Wisconsin; running thence N 19° 22' E, 289.17 ft. to the point of beginning of an easement for highway and shore sewers bounded and described as follows: thence N 19° 22' E 25.00 ft. to a point; thence S 63° 21' E 281.65 ft. to a point; thence S 2° 22' E, 132.17 ft. to a point; thence S 2° 22' E to a creek; thence S 90.17 ft. W 6.00 ft. to a point; thence N 55° 54' 47" E, 178.90 ft. to a point; thence N 55° 54' 47" E, 225.02 ft. to the point of beginning.

Commencing at a point which is 202.29 ft. S 00° 42' W of and 77.24 ft. E 29° 35' E of the center of Section 16, T 4 R. R 22 S, in the Village of Fox Point, Milwaukee County, Wisconsin, said point being in the center line of a 50 ft. road center as met from land; thence easterly along a curved line whose radius is 238 ft. and whose center is to the North (the long chord of which curve bears N 70° 13' E, 156.98 ft.) 138.24 ft. to a point; thence easterly along a curved line whose radius is 180 ft. and whose center is to the South (the long chord of

NE 1/4
CORNER
17 D
55 1/2
1/2 1/2 51



into which, this 20th day of August, 1945,
The undersigned, the undersigned, and the undersigned,
of the undersigned, the undersigned, and the undersigned,
of the undersigned, the undersigned, and the undersigned,
of the undersigned, the undersigned, and the undersigned,

IN WITNESS WHEREOF, the said parties have hereunto
set their hands and seals, this 20th day of August, 1945,
at the undersigned, the undersigned, and the undersigned,
of the undersigned, the undersigned, and the undersigned,
of the undersigned, the undersigned, and the undersigned,

The grant of the aforementioned easement is made upon
the condition that the grantee shall maintain and keep
open the easement for the use and benefit of the
undersigned, the undersigned, and the undersigned,
of the undersigned, the undersigned, and the undersigned,
of the undersigned, the undersigned, and the undersigned,

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1945 AUG 20

Commencing at a point which is 203.83 ft. S 05.75° W
of the center of Section 24 of the center of Section
16 T 2 N. R 22 E. in the village of Fox Point, Milwaukee
County, Wisconsin, said point being in the center line
of a 50 ft. road known as East North Lane; thence easterly
along a curved line whose radius is 324 ft. and whose
center is to the north (the kind of such curve
being N 75° 12' E, 126.93 ft., N 130° 24' E, to a point;
thence easterly along a curved line whose radius is 150
ft. and whose center is to the south (the kind of such curve
being N 75° 12' E, 126.93 ft., N 130° 24' E, to a point);

STORMWATER DRAINAGE EASEMENT

RECORDED 02/25/2011 12:00
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Document Number _____ Document Title _____
This Easement is made this 16 day of FEBRUARY 2011, by Barry L. Grossman and Gail Ann Lione, husband and wife, (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1046 E. Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel; and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No. 2652, pages 344-346; and

Within the existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris; and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel; and

The Village of Fox Point hired a professional appraiser to appraise the value of the easement to be acquired, and the Owner has agreed to convey the easement upon the terms described herein for the appraised value.

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein.

In consideration of the financial compensation provided by the Village to the Owner as stated in the Agreement for the purchase of the easement between Owner and the Village based on the appraised value of the easement; and of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel.

Recording Area
Name and Return Address
Eric J. Larson P.O. Box 1348 Waukesha, WI 53187-1348
FPV-095-9005 and FPV-095-9006
Parcel Identification Number (PIN)



GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. **Grant of Easement.** The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other similar improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow water to drain across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").
2. **Construction, Maintenance, Repair, Inspection, Reconstruction.** The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Trees, bushes, branches and roots located wholly or in part within the Easement Area may be trimmed or removed from the Easement Area so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents. The Village shall provide advance notice to Owner before exercising the construction, maintenance and repair rights described in this paragraph, when reasonably possible.
3. **Binding on Owner of Owner's Parcel.** This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. **Not Exclusive; Limitations.** The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built by Owner or by the Village (other than the Village's Facilities) within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered without the written consent of the Village. Following the full completion and restoration of the initial construction of the facilities, the then-existing elevation of the ground surface within the Easement Area (the "Finished Elevation") shall not be substantially changed by the Village without the written consent of the Owner; provided that such consent is not required for the Village to restore the Easement Area to the Finished Elevation if the elevation should change over time for any reason, such as erosion or sedimentation or any other cause. The Village shall, within ninety (90) days of completion and restoration of the initial construction of the facilities, prepare an as-built plan showing the Finished Elevation. Such as-built plans shall be recorded by the Village against the Owner's Parcel in a document which references this Stormwater Drainage Easement.
5. **Severability.** If any term, covenant or condition of this agreement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the agreement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.


6. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

NOTICE:

1. The amount of compensation is \$7,200.00.
2. Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months after the date of recording of this conveyance document as set forth in §32.05(2a), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance document shall be treated as the award and the date the conveyance document is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None.

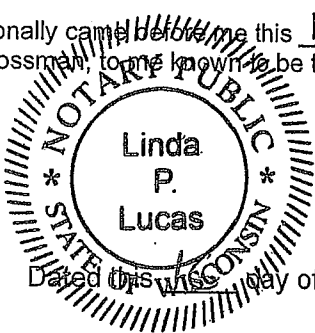
Dated this 16 day of FEB, 2011.

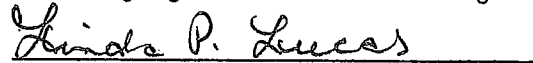
OWNER


 Barry L. Grossman

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of February, 2011, the above-named Barry L. Grossman, to me known to be the person who executed the foregoing instrument and acknowledged the same.




 NOTARY PUBLIC, STATE OF WI
 My commission expires: 12/21/2014

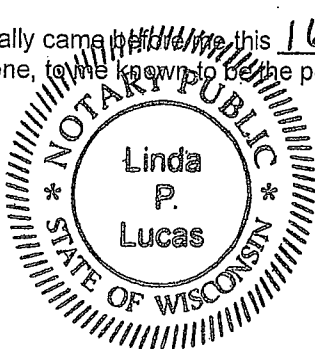
Dated this 16th day of FEB, 2011.

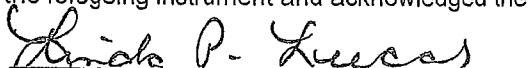
OWNER


 Gail Ann Lione

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me this 16th day of February, 2011, the above-named Gail Ann Lione, to me known to be the person who executed the foregoing instrument and acknowledged the same.




 NOTARY PUBLIC, STATE OF WI
 My commission expires: 12/21/2014

This Instrument Was Drafted By:

Eric J. Larson, Village Attorney
Arenz, Molter, Macy & Riffle, S.C.
720 N. East Avenue
Waukesha, Wisconsin 53186

Y:\Agreemts\Grossman.Easement.FoxPt.clean.12-02-10, rev'd 2-16-11

EXHIBIT A

Attach Legal Description of Subject Property and Description of Easement Interest

Parcels 1 and 2 of Certified Survey Map No. 784, recorded January 12, 1968 on Reel 400, Image 52, as Document No. 4368264, being a part of the Northeast 1/4 and the Southeast 1/4 of Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee State of Wisconsin.

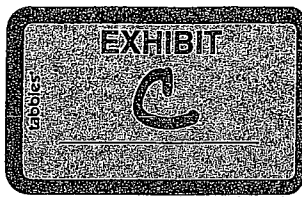
Tax Key No: 095-9005 (Parcel 1) and Tax Key No: 095-9006 (Parcel 2)

Address: 1046 E. Thorne Lane

Y:\Agreemts\Grossman.Waiver of Second Appraisal.FxPt.12-02-10

Attachment to Exhibit B of Fox Point Resolution No. 2011-16.





DOC.# 099997

STORMWATER DRAINAGE EASEMENT

RECORDED 05/25/2011 08:55
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Document Number

Document Title

This Stormwater Drainage Easement ("Easement") is made this 16th day of May 2011 by Joseph J. and Karen A. Balistreri, husband and wife, (collectively referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1030 E. Thorne Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Village has found it to be necessary to undertake a public works project to improve the flow of stormwater drainage and reduce erosion and sedimentation in the vicinity of Owner's Parcel, and across Owner's Parcel; and

Village is the beneficiary of an existing easement for storm sewer and highway purposes, which is recorded in the Office of the Milwaukee County Register of Deeds as Deed No. 2652, pages 344-346 (the "Existing Easement"); and

Within the Existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris; and

In order to conduct the current necessary improvements, additional easement area is necessary, and on or about May 11, 2010, the Village of Fox Point Village Board adopted a resolution of necessity and relocation order to commence condemnation proceedings to acquire additional easement area for stormwater drainage purposes across the Owner's Parcel; and

The Village of Fox Point hired a professional appraiser to appraise the value of the Easement to be acquired, and the Owner has agreed to convey the Easement upon the terms described herein for the appraised value.

Village, therefore, intends to construct, operate, maintain, and conduct related activities to allow for the drainage of water across the Owner's Parcel as described herein.

In consideration of the mutual benefits to be gained by the stormwater drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater drainage improvements across the Owner's Parcel.

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. **Grant of Easement.** The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described as "Proposed Permanent Easement" on the attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include stones, sediment barrier (rip-rap), drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, all within the Easement Area to allow

Recording Area

Name and Return Address

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

FPV-095-9992

Parcel Identification Number (PIN)

water to drain across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").

2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Trees, bushes, branches and roots may be trimmed or removed as necessary so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.
3. Binding on Owner of Owner's Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered without the written consent of the Village. Following the full completion and restoration of the initial construction of the Village's Facilities, the then-existing elevation of the ground surface within the Easement Area (the "Finished Elevation") shall not be substantially changed by the Village without the written consent of the Owner; provided that such consent is not required for the Village to restore the Easement Area to the Finished Elevation if the elevation should change over time for any reason, such as erosion or sedimentation or any other cause. The Village shall, within ninety (90) days of completion and restoration of the initial construction of the Village's Facilities, prepare an as-built plan showing the Finished Elevation. Such as-built plans shall be recorded by the Village against the Owner's Parcel in a document which references this Easement.
5. Severability. If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
6. Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

NOTICE PURSUANT TO WIS. STAT. § 32.05(2A):

1. The amount of compensation is \$2,000.00.
2. Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months after the date of recording of this conveyance document as set forth in § 32.05(2a), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance document shall be treated as the award and the date the conveyance document is recorded shall be treated as the date of taking and the date of evaluation.
3. Other persons having an interest of record in the Owner's Parcel as of the date of this Easement:
 - Mortgage, according to the terms and provisions thereof, from Joseph J. Balistreri and Karen A. Balistreri, husband and wife, to Mortgage Electronic Registration Systems, Inc.

Exhibit A

(Owner's Parcel)

PARCEL I:

All that part of Lots 7 and 9 lying in the Northeast Fractional 1/4 and Southeast Fractional 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16, said point being in the center line of a private road of the Calumet Land Company; thence Easterly 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East, 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the long chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet);

said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; to the point of beginning of the property to be described; thence Easterly 70.87 feet along a curved line whose radius is 130 feet and whose center is to the South (the long chord of which curve bears South 84° 28' 43 1/2" East 70.00 feet) to a point; said last described curved line being along the center line of said East Thorn Lane; thence North 12° 54' East 374.45 feet (formerly described as North 12° 44' East 377.21 feet) to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 151.00 feet to a point; said last course being on and along the center line of aforesaid public highway 50.00 feet in width; thence South 1° 02' West 396.68 feet to the place of commencement.

PARCEL II:

All that part of Lots 7 and 9 lying in the Northeast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 89° 56' East of the center of Section 16 said point being in the center line of a private road of the Calumet Land Company; thence East 138.24 feet along a curved line whose radius is 290 feet and whose center is to the North (the long chord of which curve bears North 79° 15' East 136.98 feet) to a point; thence Easterly 25.51 feet along a curved line whose radius is 130.00 feet and whose center is to the South (the chord of which curve bears North 74° 16' 53 1/2" East 25.47 feet) to a point; said last two described curved lines being on and along the center line of a public road 50.00 feet in width known as East Thorn Lane, and that portion of said 50.00 foot strip lying within the boundaries of the premises hereby described having been reserved for highway purposes; thence North 1° 02' East 396.68 feet to a point in the center line of a public highway known as North Beach Road; thence North 75° 16' West 29.30 feet to a point; thence North 84° 31' West 78.58 feet to a point; said last two described courses being on and along the center line of the aforesaid public highway 50.00 feet in width; thence South 22° 28' East 208.39 feet (formerly described as South 20° 24' East 209.71 feet) to a point; thence South 52° 04' 30" West, 139.22 feet (formerly described as South 52° 06' West 140.80 feet) to a point; thence South 10° 07' West 168.56 feet to the point of commencement.

Tax Key No: 095-9992

Address: 1030 East Thorn Lane

Attachment to Exhibit C of Fox Point Resolution No. 2011-16.

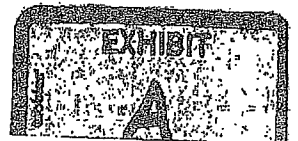
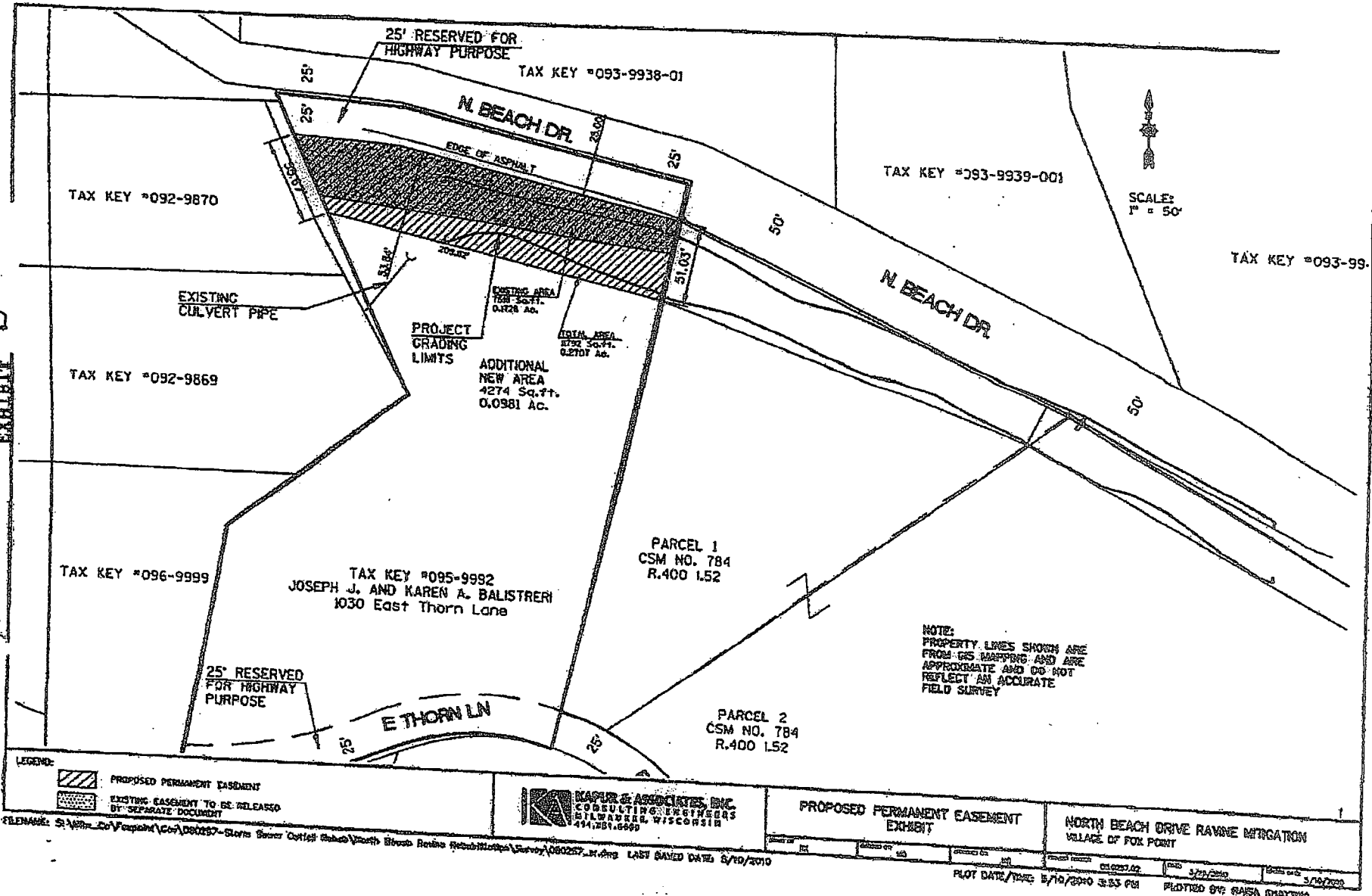


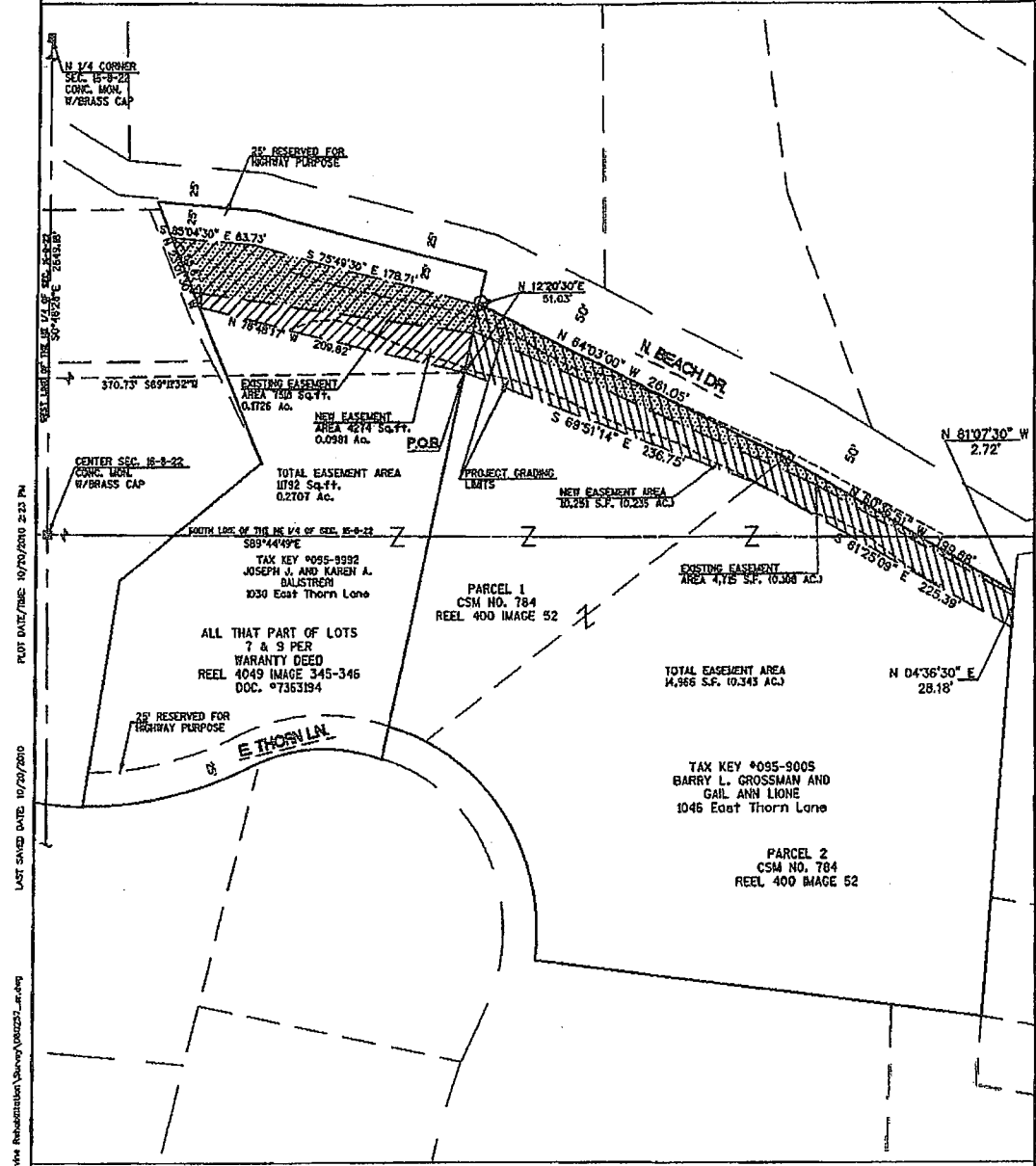
EXHIBIT B



STORM SEWER EASEMENT

A PART OF THE NE 1/4 AND SE FRACTIONAL 1/4'S OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 22 EAST, SITUATED IN THE VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN.

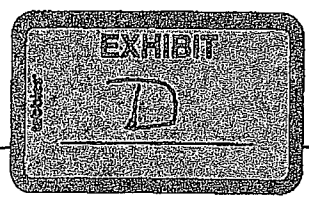
SCALE: 1"=100'
NORTH REFERENCED TO THE WISCONSIN COORDINATE SYSTEM SOUTH ZONE, NAD 83, THE WEST LINE OF THE NE 1/4 OF SEC. 15-8-22, BEARING N00°45'28"W.



PLAT DATE: 10/20/2010 2:33 PM
LAST SAID DATE: 10/20/2010

FILENAME: S:\Map\2010\102010\102010\Storm Sewer Rehabilitation\Survey\0102010_102010.dwg

- LEGEND:
- IRON PIPE FOUND
 - ▨ PROPOSED PERMANENT EASEMENT
 - ▤ EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.391.0000