95-9006-001 1046 & Tiha

DOC.# 10360884

10	46 E.	Thor	RECORDED 05/20/20:	14 02:30PM
Document Number	WARRA	consin Form 2-2003 NTY DEED	Milwauke AMOUNT: TRANSFER FEE EXEM	OF DEEDS e County, WI \$30.00 FEE: \$4,500.0 PT #: 0
Document Number	Doct	micht Name	***This docu electronical returned to	ment has been ly recorded and the submitter. **
THIS DEED, made between E	Barry L. Grossman and Ga	il Ann Lione, husband and	20042.104 00	Cite Submitteet.
and Clayton J. and Debbie C. rights of survivorship, not as te	Tychkowsky, husband and nants in common,	rantor," whether one or it wife, as joint tenants with antee," whether one or more).		
Grantor, for a valuable conside			Recording Area	
described real estate, together interests, in Milwaukee		consin ("Property") (if more	Name and Return Address	- 4180000000
space is needed, please attach		(,), (Attorney Bret A, Roge Michael Best & Friedr	ich LLP
See attached Exhibit A.			100 E. Wisconsin Ave Milwaukee, WI 53202	
	eements entered under thei ictions and covenants, gen	eral taxes levied in the year of Barry L. Grossman, At	See attached Exhibit A. Parcel Identification No This is homestead (is) (is not) ee and clear of encumbrances e distribution of utility and munifications. All All All All All All All A	xcept: municipal icipal services;
*		*		
AUTHENTIC Signature(s	CATION		OWLEDGMENT	
1 1 1		MILWAUKEE) ss. COUNTY)	MANUAL MA
•		Personally came before n		STANT PUBLICAN
TITLE: MEMBER STATE B (If not.	AR OF WISCONSIN		<u>ع</u>	
authorized by Wis. Stat.	§ 706.06)	 to me known to be the printer instrument and acknowled 	person(s) who executed the folledged the same.	regoing OHN
THIS INSTRUMENT DRAFT	ED BY:	///un	<u> </u>	WHO WISCONST
Attorney Bret A. Roge		Jason S. Hotary Public, State of W	Zisconsin - C	MISO MISO
Michael Best & Friedrich LLP	(Signatures may be authentic	My Commission (in porm	enent) (expires:)
NOTE: THIS IS A S WARRANTY DEED	Frandard Form, Any Mo 5 2003	DDIFICATIONS TO THIS FORM S STATE BAR OF WISCONSIN	SHOULD BÉ CLEARLY IDENTIF FORM	IED. NO. 2-2003

* Type name below signatures.

1046 E. Thom



DOC.# 09974123

STORMWATER DRAINAGE EASEMENT

Document Number

Document Title

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

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

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)

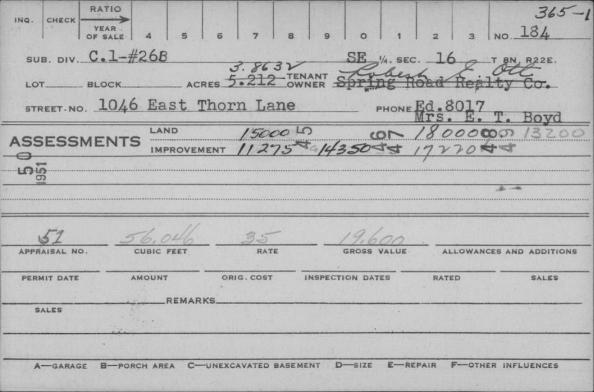
Within the existing Easement are certain underground storm sewer and catch basin facilities which do not currently function at capacity due to accumulated sediment and debris, and one of the reasons for the current public works project is to clear the catch basins of accumulated sediment and debris,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



BANKEONE

REEL 2243 INAG 1498

D MORTGAGES IN EXCESS OF \$25,000 BY INDIVIDUALS

Real Estate Mortgage

						Ivance Provisions)		
Jordan	M.	Weigler	and	Patti	S.	Weigler,	his	wife

("Mortgagor"). whether one or more), in consideration of the sum of ______ Twenty Thousand and no/100------ Dollars 20.000.00 Jordan Weigler _) loaned or to be loaned to

whether one or more), evidenced by Borrower's note(s) dated
AUGUST
Bank One, Milwaukee, NA ("Mortgagee").

the real estate described below; together with all privileges, hereditaments, appurtenances, rents, leases, issues and profits, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the right of eminent domain, and all existing and future improvements and introres (an item of "Property"). This Mortgage is also given to secure any extension(s) and/or renewal(s) of the note or notes and the payment of any and all other sums advanced hereunder or secured by this Mortgage as further described and permitted in Paragraph A below, for any reason, and to secure performance of the covenants, conditions and agreements contained herein or in any note or other evidence of any of the Obligations (as hereinafter defined) secured by this Mortgage.

1. Description of Property. (This Property is in the homestead of Mortgagor.)

(is) (is not)

095-9005

REGISTER'S OFFICE Milwaukee County, WI }SS RECORDED AT 9 50 AM AUG1 51988 1498-REEL 22 43 IMAGE / 499

REGISTER Walter Brugale OF DEEDS RETURN TO (ATTN -)

Bank One, Milwaukee, 4702 S. Packard Aye, Cudahy, Wi. 53110 Milwaukee, NA 095-9005-000 & 095-9006-000

Parcels One (1) and Two (2) of Certified Survey Map No. 784, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on January 12, 1968, Reel 400, Image 52, as Document No. 4368264, being a part of the fractional North East One-quarter (1/4) and the

as Document No. 4308204, being a part of the fractional North East Une-quarter (1/4) and the fractional South East One-quarter (1/4) of Section Sixteen (10), in Township Eight (8) North, Single Twenty-two (7/2) East in the Village of Fox Point, County of Milwaukee, State of Wisconsin.

If the William of the County of Milwaukee, State of Wisconsin.

If the William of the William

be paid on escrowed funds required under Paragraph 8(a) below

(will) (will not)

4. Present and Future Advances and Mortgage as Security. The term "Obligor" as used herein shall include without limitation the Mortgagor, Borrower, maker, co-maker, endorser or guarantor of any of the Obligations as hereafter defined. The term "Obligations" as used herein shall include, without limitation, all of the debts, notes, guaranties, obligations and liabilities of whatever nature or amount (and any extension, renewalsor modifications thereof) arising out of credit or other financial accommodation previously granted, contemporaneously granted or granted in the future by Mortgages to or at the request of any Obligor and the performance of all covenants, conditions and agreements contained in this Mortgage or in any evidence of or document relating to any of the foregoing and, to the extent not prohibited by law, coats and expenses of collection or enforcement of the Obligations. This Mortgage shall continue to be a lien on the Property while any Obligation(s) of the Obligor(s) to Mortgage eremain unpaid regardless of when such Obligation(s) arose, until such time as the Mortgage is released or satisfied of record. Since this Mortgage secures all Obligations of Obligor(s) to Mortgage, it is agreed understood that this Mortgage may secure Obligations in a greater dollar amount than the amount stated in the Mortgage and that this Mortgage on the public record is notice that the Mortgage amount set out above may not be the actual amount of the Obligations due Mortgage hereunder at any point in time.

5. Taxes and Other Charges. To the extent not paid to Mortgagee under Sec. 8(a), Mortgagor shall pay before they become delinquent all taxes, special and other sasessments and other charges which may be levied or assessed against the Property by virtue of any law and assessment now or hereafter in force upon or against said Property, or against Mortgagee upon this Mortgage or the Obligations secured by this Mortgage, or upon Mortgagee's interest in the Property, and shall deliver to Mortgagee receipts showing the timely payment thereof.

Property, and shall deliver to Mortgagee receipts showing the timely payment thereof.

5. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee, in an amount(s) without co-insurance at least equal to the full value of the improvements on the Property, and shall pay the premiums when due. The policies shall contain the standard mortgage loss payee clause in favor of Mortgagee (said clause shall identify Mortgagee as "mortgagee loss payee") and each such insurer is hereby authorized and directed to make payments for loss directly to Mortgagee unless Mortgagee otherwise agrees in writing. The originals of all policies covering the Property shall be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurer(s) and Mortgagee. All proceeds from such insurance shall be applied, at Mortgagee other transfer of title to the Property in extinguishment of the Obligations secured hereby, all right, title and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

7. "Due on Sales" and No Transfer, in the event that without Mortgagee's prior written consent the Property or any part thereof either is sold assigned.

Mortage or other transfer of title to the Property in extinguishment of the Debigations secured hereby, all right, title and interest of Mortage or other transfer of title to the Property in extinguishment of the Obligations secured hereby, all right, title and interest of Mortage or in and to any insurance then in force shall pass to the purchaser or grantee.

7. "Due on Sale" and No Transfer. In the event that without Mortagage's prior written consent, the Property vests in any person(s) or entity(tes) other than the Mortagagor, for any reason whatsoever, and to the extent this provision is permitted by law. Without mortage or entity(tes) other than the Mortagagor, for any reason whatsoever, and to the extent this provision is permitted by law for the Mortagagor, for any reason whatsoever, and to the extent this provision is permitted by law for the Wisconsin Marital Mortagage's option. Mortagage may, without notice to Mortagagor, deal with any transfere or or with his interest in the same manner as with Mortagage's option. Mortagage any, without notice to Mortagagor, deal with any transfere or with his interest in the same manner as with Mortagage's option. Mortagage shall be entitled to all payments and/or consideration received by the Mortagage shall be entitled to all payments and/or consideration received by the Mortagage shall be entitled to all payments and/or consideration received by the Mortagage shall be entitled to all payments and/or consideration received by the Mortagage has pay since of the Mortagage has a payment of Mortagage has been similar charges levied against the Property, (2) all insurance premiums on any required policy or policies of insurance hereunder, and (3) premiums for any mortagege guaranty insurance. Upon demand, Mortagage has payment, in a payment for any such purpose more than once a year;

(b) Condition and Rep

security interest discharged in whole or in part by any portion of the proceeds of any Obligation secured by this Mortgage.

9. Default, Acceleration, Remedies. Any one of the following events shall constitute a default of this Mortgage and of any Obligations, howsoever evidenced, secured by this Mortgage, if permitted by law:

(a) A failure by an Obligor to make a payment on any Obligation when due:

(b) If any representation or warranty made in this Mortgage or otherwise to induce Mortgage to extend credit to an Obligor is false in any material respect when made:

(c) Any Obligor or a supply for any Obligation dies or cases to are:

respect when made;
(c) Any Obligor or a surety for any Obligation dies or ceases to exist;
(d) Mortgagor fails to observe or perform or breaches any of the convenants or agreements contained in this Mortgage;
(d) Mortgagor fails to observe or perform or breaches any of the convenants or agreement contained in this Mortgage;
(e) The breach of any term in any evidence of or documents relating to any Obligation or loan agreement or other agreements by Obligors;
(f) The breach of any term of any Construction Loan Agreement relating to the Property and to which Mortgage is a party;
(g) The default by Mortgagor, as lessee or tenant, under lease of the Property;
(g) The default by Mortgagor, as lessee or tenant, under lease of the Property;
(h) Any act done or permitted by Obligors whereby the Property shall be weakened, diminished, or impaired;

0932 (00-000) 4-85

(i) If any Obligor or other person shall (1) apply for or consent to the apply internentiof a receiver or trustee for any Obligor or any Obli unable or admit in writing to an inability to pay debts as they mature of make a general assignment for the benefit of creditors, (4) be adjudicated a bankrupt or insolvent, or be the subject of an order for relief entered in a court of applicable jurisdiction, (5) file a voluntary petition seeking particular of insolvent, or be nie subject of an observation of the properties of th

(g) If Mortgagor is a corporation, then (1) a transfer or sale by Mortgagor or shareholders of Mortgagor of a majority of the issued and outstanding stock of any class or type of Mortgagor for any reason, without the prior written consent of Mortgagor of (2) the issuance by Mortgagor of stock of any class or type to any persontly prior any majories or as to change the now existing proportionate ownership and control interests of the existing shareholders of Mortgagor without the prior written consent of Mortgagor.

10+

Amonst

(I) If Mortgagor is a partnership, then any change in the identity or proportionate interest or control of the partnership, without the prior written consent

of Mortangee

of Mortgagee. In the event of a default, all Obligations secured by this Mortgage including all amounts which may be or have been advanced by Mortgagee to protect the security of this Mortgage, shall, at the option of the Mortgagee and without notice, notice hereby being expressly waived, be due and payable immediately, and Mortgagee may collect same in a suit at law, and/or by foreclosure of this Mortgage by action or by the exercise of any other remedy available at law or in equity, now existing or existing at the time of default and the judgment or decree in the suit brought to foreclosure the same shall include all Obligations together with default interest at the default interest rates in the evidence(s) of the Obligations.

- 10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any covenants or duties as herein set forth. Mortgage may perform or cause them to be performed, including without limitation, signing Mortgagor's name; and my covenants or duties as herein set forth. Mortgage may perform or cause them to be performed, including without limitation, signing Mortgagor's name; and my appearance part of which the performed including without limitation, aligning Mortgagor's name; and my appearance and any covenant here to shall bear interest at the appropriate default interest rate (Paragraph Sabove), computed from the date of Mortgage who they appear of the performance of the perf
- 11. Lien and Setoff of Mortgagor's Credit Balance. The Mortgagor grants the Mortgagee a security interest and lien, without any limitation, in any property, credit balance, escrow or other money now or hereafter owed Mortgagor by Mortgagee; and, in addition, Mortgagor agrees the Mortgagee may at any time upon the occurrence of an act of default without notice or demand set off against any such property, credit balance, escrow, or other money, any Obligation secured by this Mortgage whether due or not.

 12. Power of Sale, In the event of foreclosure, it shall be lawful for Mortgagee to cause the property to be sold at public sale and cause execution and
- livery to purchasers of deed(s) of conveyance pursuant to statute.
- 13. Walver. Mortgagee may walve any default without waiving any other subsequent or prior default by Obligors. No failure or delay of Mortgagee to xercise any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Mortgagee of any such right preclude any other or further exercise thereof, or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 14. Assignment of and Entitlement to Rents and Leases. As additional security for the Obligations, Mortgagor does hereby assign, sell, transfer, demise 14. Assignment of and Entitlement to Rents and Leases. As additional security for the Obligations, Mortgagor does hereby assign, sell, transfer, demise active to Mortgage all rents, issues and profits, and leases now or hereafter due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the Property. Mortgagee may, at its sole option without any prior approval of Mortgagor, notify any or all tenants to pay directly to Mortgagee all rent and issues and profits arising out of the property, and all payments required to be made pursuant to or by virtue of any lease agreement(s). Mortgagee may apply same, at its option and without regard to priority of application, to payment of taxes, insurance premiums, operating expenses, attorneys' and accountants' fees and expenses, and to the principal and interest of the indebtedness secured hereby, after deduction of a reasonable fee for services rendered in collection and management. This assignment all continue until all Obligations secured by this Mortgage have been fully paid and satisfied. The Mortgagee shall be entitled to all rent, issues and profits and leases pertaining to the Property immediately upon default by the Mortgagor in complying with any term or requirement of the Mortgage or any indebtedness or evidence of any indebteness or guarnsy secured by this Mortgage. It shall not be necessary for the Mortgagee to take any action in order for the Mortgagee to be entitled to all rent, issues and profits and leases.
- 15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage or enforce any other remedies of Mortgagee, and without regard to the adequacy or inadequacy of the Property as security for the Obligations, whether or not waste is being committed or occurring, Mortgagee may seek and the court may appoint a receiver of the Property including homestead interest) to serve without bond and take possession of the Property and collect its rents, issues and profits and all payments required to be made pursuant to or by virtue of any lease, to hold and apply the same as directed by the court, and to exercise such other powers as may be granted until the receivership shall cease.
- directed by the court, and to exercise such other powers as may be granted until the receivership shall cease.

 16. Foreclosure Without Deficiency Judgment. If the Property is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm, a church, or owned by a tax exempt charitable organization. Mortgagor agrees to the provisions of Sec. 846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such read estate of 20 acres or less six months after a foreclosure judgment is entered. If the proprise on an ent four lamily residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization. Mortgagor agrees to the provisions of Sec. 846.103, Wis. Stats., and as the same may be amended or renumbered from time to imperitude from the commencement of a foreclosure sale of real estate three months after a foreclosure judgment is entered. Mortgagee upon waiving the right of judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered. Mortgage is also entitled to all remedies permitted by law existing on the date this Mortgage is signed and/or existing at the time of the default.

 17. Cost. Expenses and Attorneys' Fees. In case of default, whether, abated or not, and excent a provised in documents avidencing the
- remedies permitted by law existing on the date this Mortgage is signed and/or existing at the time of the default.

 17. Costs, Expenses and Attorneys' Fees. In case of celault, whether abated or not, and except a chierwise provided in documents evidencing the Obligations secured hereby, to the extent not prohibited by law. all Mortgages's expenses for purposes of collection, including actual attorneys' fees, and all costs and disbursements if legal action is necessary, and all expenses of Mortgagee including, without limitation, title evidence, surveys, appraisals and insurance shall be added to the Obligations, and become due as incurred, and in the event of foreclosure, be included in the judgment. In the event the Mortgage is challenged in any manner or the Mortgage is named in any action, procedure or always involving any of the Mortgagers, and obligations and expenses of every kind perfaming therefore including, without limitation, its actual attorneys' lees, constructed the Mortgages all expenses of every kind perfaming therefore including, without limitation, its actual attorneys' lees, constructed in any part of the Mortgages and any all be added to the Obligations and become due as incurred, and may be included in any judgment.
- 18. Word Form. Wherever the context of their usage permits, words in singular form shall include the plural form and words in the plural form shall include the singular form with no distinction between gender
- The singular form with no distinction between genoer.

 19. Severability and Cumulative Remedies, Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provisions. The rights and remedies granted to the Mortgagor in this Mortgage are cumulative, and are in addition to the remedies granted by law.
- Obligors, Successors and Assigns, The Obligations of all Mortgage or such properties of the successors and assigns, and brids all Mortgage bends and Obligors are joint and several. This Mortgage bends the Successors and assigns, and brids all Mortgage or and Obligors and other properties of the Successors and assigns, and brids all Mortgage or and Obligors and their respective heirs, personal representatives, successors, assigns and trustees and

21. Applicable Law. This Mortgage shall be governed and interpreted by the laws of the State of Wisconsin in effect on the date of execution of this Mortgage, and as such laws may be amended or created from time to time while this Mortgage is in existence. 22. Captions. The captions shall not be deemed to be fully inclusive of all provisions in any captioned paragraph, and are included for reference purposes 00

Signed and Sealed this day of	19	. Mortgagor signs freely and voluntarily, and without dul	ess or coercion.
	(SEAL)		(SEAL)
(Name of Corporation or)	. Jordan M. Weigler	619974
By:President or		Patti S. Weigler	RECORD (SEAL)
•	(SEAL)	John J. Welder	(SEAL)
Secretary or)	ACKNOWLEDGEMENT/CERTIF	ICATE OF
AUTHENTICATION Signatures of		STATE OF WISCONSIN MI Waukee This Instrument was acknowledged before me or by Jordan M. & Fatti S. We	ss. County1/ igler . 19 88
authenticated thisday of		as (TYPE OF AUTHORITY OF OFFICER, TRUSTEE, ETC.). Of INAME OF PARTY ON BEHALF DEMINIOR INSTRUMEN	
		· Coan E Saith	
Title: Member State Bar of Wisconsin or authorized under Sec. 706.06 Wis. Stats.		Notary Public Milwaukee August	County, Wis
This instrument was drafted by C. Nedbal		My Commission (Expires) (is) 7/14/91	. 19 88
	* Type or print na	med signed above and affix seal.	
0003 (00-000) 4-85 Backer			

M. G. C.

and

n n

00

AMP-30-78

200

WARRANTY DEED

.0

This Deed, made between John Oster Susan N. Oster, his wife

Jordan M. Weigler and Patti

his wife, as tenants in common

conveys to Grantee the following described real estate in .

1046 E. Thorn La

County, State of Wisconsin:

Witnesseth, That the said Grantor, for a valuable consideration.

5198203

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 2 05

MAR 30 1978 399

REGISTER OF DEEDS

AFTURN TO Cudahy Marine Bank 4702 South Packard Avenue Cudahy, Wisconsin 53110

Tax Key Nos . 095-9005 095-9006

Parcels One (1) and Two (2) of Certified Survey Map No. 784, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on January 12, 1968, Reel 400, Image 52, as Document No. 4368264, being a part of the fractional North East One-quarter (1/4) and the fractional South East One-quarter (1/4) of Section Sixteen (16), in Township Eight (8) North, Range Twenty-two (22) East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin.

S. Weigler,

Milwaukee

Grantee,

TRANSFER 00

Wisconsin Legal Blank Co. Inc. Milwaukee, Wis. (Job 82908)

This is homestead property.	
(is) (is not) Together with all and singular the hereditaments and	d appurtenances thereunto belonging;
John Oster III and Susan N. Ost	er, his wife
warrants that the title is good, indefeasible in fee simple a	nd free and clear of encumbrances except
Municipal and Zoning Ordinances a Utilities: Recorded Building Res	nd Recorded Easements for Public trictions:
and will warrant and defend the same.	
Dated M. Cecarouty wisc. This	27 Th of Morch 1978
Dated Last	100-
CEAL	blu times (SEAL)
(SEAL)	
•	O John Oster III
(SEAL)	Busan h. Ostsn. (SEAL)
	. Susan N. Oster
*	Susair N. Oster
AUTHENTICATION	ACKNOWLEDGMENT
Signatures authenticated this day of	STATE OF WISCONSIN
, 19	Milwaukee County.
	Personally came before me, this 29th day of
	March, 1978 the above named
TITLE: MEMBER STATE BAR OF WISCONSIN	John Oster III and Susan N. Oster,
(14 mid	his wife
authorized by § 706.06, Wis. Stats.)	NOTARY
THIS INSTRUMENT WAS DRAFTED BY	to me know the person of S. I who executed the
	foregoings, strained and national the same.
Harold J. Bruce	land the day of an
	. Tabelo Ala ELEV
in the standard and standard Bath	Notary Pula Michaele County, Wis.
(Signatures may be authenticated or acknowledged. Both are not necessary.)	My Commission and State (21 not, state expiration
	deles

STATE BAR OF WISCONSIN

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

Faxed 4	-22-97 95,0005
For Assessor	Urgent 🗆
Date 4/18 T	ime 11:40
While You	Were Out
M attorey e	ob Druin
of Fay 241- 50	45 lewin
Phone 241-40	940
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Telephoned	Please Call
Came To See You	Will Call Again
Returned Your Call	Wants To See You
Message	Lome & Thorn
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6 4,0	1211,17/2
Signed 2	Ju
9711 5309	ADAMS BUSINESS FORMS

DOC.# 09974123

STORMWATER DRAINAGE EASEMENT

Document Title

16 day of FEBRU ARY This Easement is made this 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

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

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)

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.



GRANT:

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

- 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. <u>Binding on Owner of Owner's Parcel</u>. 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. <u>Severability</u>. 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. <u>Governing Law</u>. 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. STATE OF WISCONSIN) ss. COUNTY OF MILWAUKEE Personally came better me this 16th

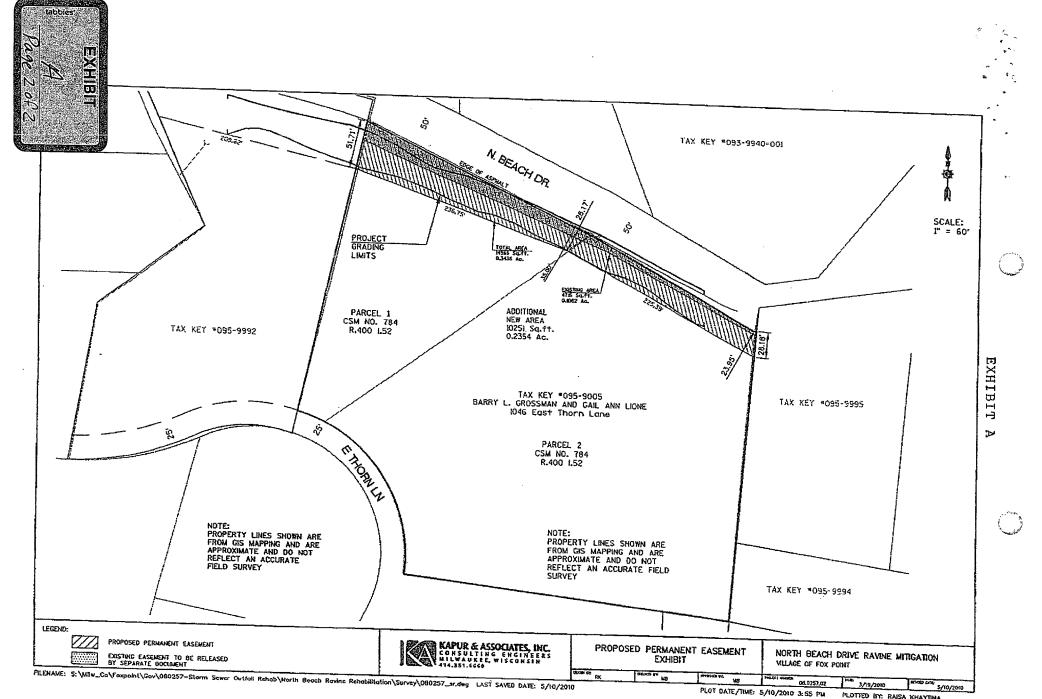
L. Grossman, to me known to be the personal came known to be the personal came and the came and th 20 1 , the above-named Barry day of to me known to be the person who executed the foregoing instrument and acknowledged the same. **OWNER** Gail Arln Lione STATE OF WISCONSIN) ss. **COUNTY OF MILWAUKEE** Personally came to the this Ann Lione, to the the 2011, the above-named Gail the person who executed the foregoing instrument and acknowledged the same. Linda My commission expires: 12

Page 3 of 4

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



PLOTTED BY: RAISA KHAYTINA

Pra

Document Number

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

Document Name

DOC.# 10011208

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)

1046 Three

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 2811 day of June, 2011.

Tanya O'Malley, Village Cle

Village of Fox Point

MILWAUKEE COUNTY

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

86.25-45-15-18-02 th 29 فطيط أهنوست والطوط 28837⁶⁷

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IS WITHOUT CHEESE the said Stated Each Printer Collect, party of the first part, has consent these presents to be signed to the first part, has consent these presents, the counterpoint by Caroline Collection, its Parents, at the Corporate seed to be here unto affixed, this Square, and the corporate seed to be here unto affixed, this Square, and of right, 1949.

11 3 AMY H

Fr Dr

DOC.# 099741

STORMWATER DRAINAGE EASEMENT

Document Number

Document Title

This Easement is made this day of FERIO ALY 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

RECORDED 02/25/2011 12:00

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI|

AMOUNT: 30.00

FEE EXEMPT #:

ecording 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)

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.





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. <u>Severability</u>. 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	γf
	the State of Wise	consin.	

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 6 day of FEB. 2011. STATE OF WISCONSIN) ss. COUNTY OF MILWAUKEE Personally came Helbletone this 16th day of 2011, the above-named Barry to the known to be the person who executed the foregoing instrument and acknowledged the same. Linda My commission expires: 12 **OWNER** Gail Ann Lione STATE OF WISCONSIN) ss. COUNTY OF MILWAUKEE Personally came walldway Ann Lione, to the known to full Linda 201/, the above-named Gail known to be the person who executed the foregoing instrument and acknowledged the same. ŇOTARY PUBLIC, STATE OF WI My commission expires: 12

Page 3 of 4

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.

tachment ct Exhib Ø 0 Н Fox Point EXHIBIT Resolution No. 201 O



STORMWATER DRAINAGE EASEMENT

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

DOC.# 099997

RECORDED 05/25/2011 08:59

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI|

AMOUNT: 30.00

FEE EXEMPT #:

ecording Are

Name and Return Address

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

FPV-095-9992

Parcel Identification Number (PIN)

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

Page 1 of 3

- 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. <u>Binding on Owner of Owner's Parcel</u>. 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. <u>Severability</u>. 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 Cowner'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:

69° 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 which curve bears North 79° 15′ East, 136.98 feet) to a point; thence Easterly 25.51 South (the long chord of which curve dears North 79° 15′ East, 136.98 feet) to a point; thence Easterly 25.51 South (the long chord of which curve bears North 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 feot 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 70.67 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 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

PARCEL II:

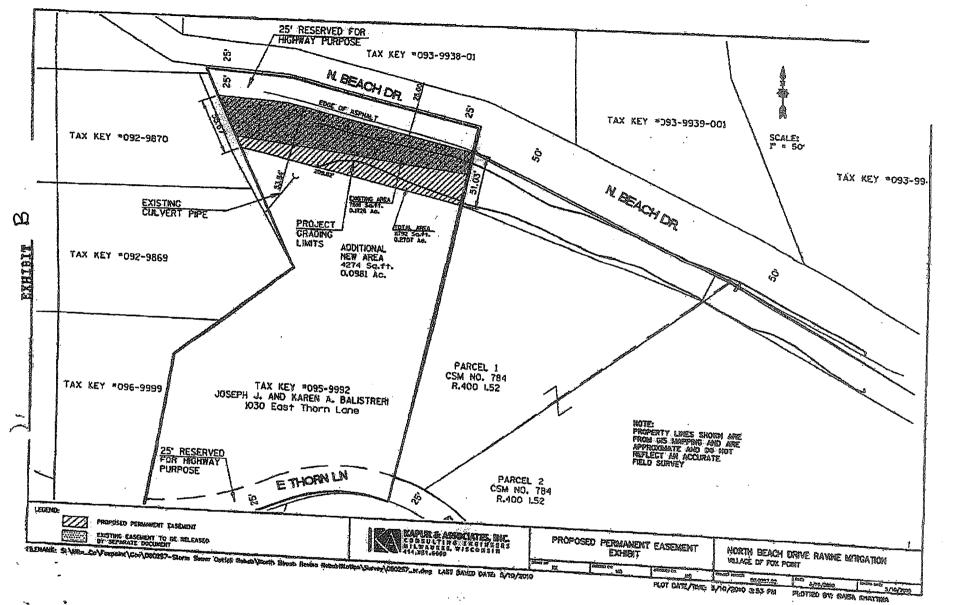
All that part of Lots 7 and 9 lying in the Wortheast 1/4 and Southeast 1/4 Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point which is 202.89 feet South 0° 42' West of and 77.33 feet South 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 1º 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 Worth 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.

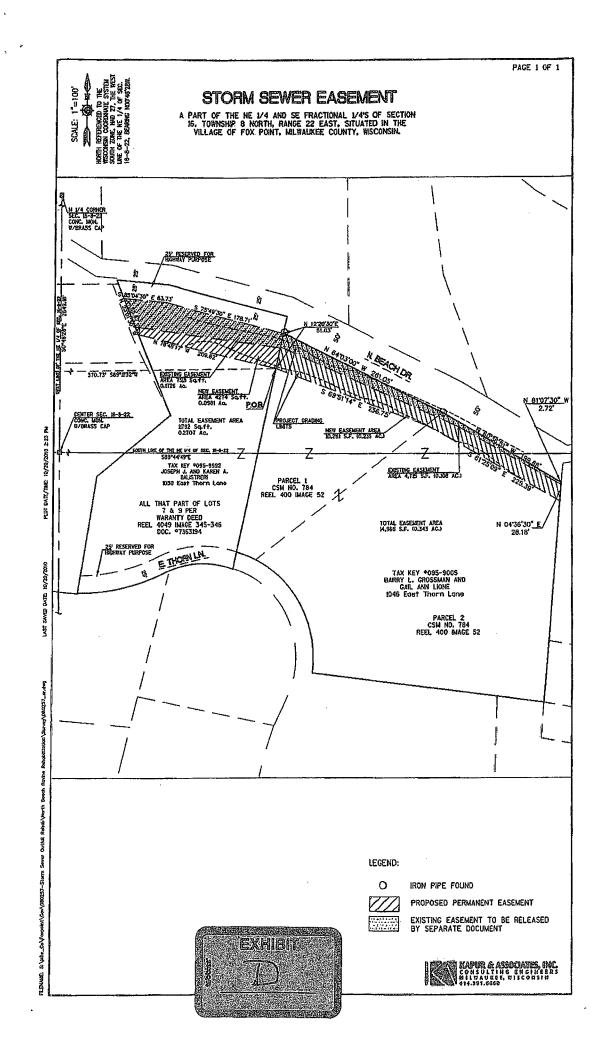
Tax Key No: 095-9992

Address: 1030 East Thorn Lane

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







365-11212 1046 & Thorn la MER 400 MAS 52 CERTIFIED SURVEY MAP BEING A REDIVISION OF A PART OF THE N.E. 1/4 AND S.E. FRACTIONAL 1/4'S OF SECTION 16, T 8 N, R 22 E, IN THE VILLAGE OF POX POINT, Rec MILWAUKEE COUNTY, WISCONSIN 8 4368264 DIFFO COLCE Minustee County, We. on JAN1 2 1963 in 400 Image 5.26 4368264 Mulas Patter 5 4 mal UNPLATTED 933127 LANDS JAN-12-60 N 81.41.00.E CENTER OF SEC. 16 2.8/5 ALLES 365-1-2 180.06 10'16'E. 11'01'08 135'30'34 30.05.67 STOTH 345.27 N.82.37'II'W. UNPLATTED LANOS. • INSICATES I INCH PIPE 30 INCHES IN LENGTH WT. 113 185. PER LUGAL PT. ALL BIMENSIONS ARE SHOWN TO THE HEAREST HUNDREOTH OF A PT. SCACE- 1: 100:00. KENNETH E \$-107 NATIONAL SURVEY SERVICE CITIL FLORIESES AND SURVEYORS 8729 W. VLET ST. 250-2020 SURV BERRE - REGISTERED WIS. LAND SURVEYOR