

6

1046 E. Thorne



DOC.# 09974123

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)

365-1

INQ. CHECK \rightarrow RATIO
YEAR OF SALE

4 5 6 7 8 9 0 1 2 3

NO. 184

SUB. DIV. C.1-#26B

SE 1/4, SEC. 16 T 8N, R22E.

LOT _____ BLOCK _____ ACRES 5.212 TENANT OWNER *Robert J. Ott* Spring Road Realty Co.

STREET-NO. 1046 East Thorn Lane

PHONE Ed. 8017
Mrs. E. T. Boyd

ASSESSMENTS

LAND 15000 $\frac{5}{5}$
IMPROVEMENT 11275 $\frac{4}{4}$ 14350 $\frac{5}{5}$ 17270 $\frac{4}{4}$ 18000 $\frac{00}{00}$ 13200

50
1951

51 56,046 35 19,600
APPRAISAL NO. CUBIC FEET RATE GROSS VALUE ALLOWANCES AND ADDITIONS

PERMIT DATE AMOUNT ORIG. COST INSPECTION DATES RATED SALES

REMARKS
SALES

A—GARAGE B—PORCH AREA C—UNEXCAVATED BASEMENT D—SIZE E—REPAIR F—OTHER INFLUENCES

- (l) If any Obligor or other person shall (1) apply for or consent to the appointment of a receiver or trustee for any Obligor or any Obligor's assets, (2) be unable or admit in writing to an inability to pay debts as they mature, (3) 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 reorganization or an arrangement with creditors or take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against Obligor in any bankruptcy, reorganization or insolvency proceeding, or (6) take any action for the purpose of effecting any of the foregoing;
- (j) Any event which causes Mortgagee in good faith to deem itself insecure;
- (k) If Mortgagee is a corporation, then (1) a transfer or sale by Mortgagee or shareholders of Mortgagee of a majority of the issued and outstanding stock of any class or type of Mortgagee for any reason, without the prior written consent of Mortgagee, or (2) the issuance by Mortgagee of stock of any class or type to any person(s) or in any manner so as to change the now existing proportionate ownership and control interests of the existing shareholders of Mortgagee, without the prior written consent of Mortgagee;
- (l) If Mortgagee is a partnership, then any change in the identity or proportionate interest or control of the partnership, without the prior written consent 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 Mortgagee.** If Mortgagee fails to perform any covenants or duties as herein set forth, Mortgagee may perform or cause them to be performed, including without limitation, signing Mortgagee's name; and any amounts paid by Mortgagee pursuant hereto shall bear interest at the appropriate default interest rate (Paragraph 9 above), computed from the date of Mortgagee's expenditure to date of Mortgagee's repayment, and shall be secured by this Mortgage. Mortgagee will repay on demand any such amounts so paid by Mortgagee. Mortgagee has no duty to inquire as to the validity of any tax, assessment, tax title or other claim or expense against Property, and a receipt for repayment thereof shall be conclusive of their validity and amount.

11. **Lien and Setoff of Mortgagee's Credit Balance.** The Mortgagee grants the Mortgagee a security interest and lien, without any limitation, in any property, credit balance, escrow or other money now or hereafter owed Mortgagee by Mortgagee; and, in addition, Mortgagee 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 Mortgagee 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 delivery to purchasers of deed(s) of conveyance pursuant to statute.

13. **Waiver.** Mortgagee may waive any default without waiving any other subsequent or prior default by Obligors. No failure or delay of Mortgagee to exercise 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, Mortgagee does hereby assign, sell, transfer, demise and set over to Mortgagee 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 Mortgagee, notify any of 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 shall continue until all Obligations secured by this Mortgagee 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 Mortgagee in complying with any term or requirement of the Mortgagee or any indebtedness or evidence of any indebtedness or guaranty secured by this Mortgagee. 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 Mortgagee 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.

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, Mortgagee 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 real estate of 20 acres or less six months after a foreclosure judgment is entered. If the property is other than 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, Mortgagee agrees to the provisions of Sec. 846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting 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. Mortgagee is also entitled to all remedies permitted by law existing on the date this Mortgagee is signed and/or existing at the time of the default.

17. **Costs, Expenses and Attorneys' Fees.** In case of default, whether abated or not, and except as otherwise provided in documents evidencing the Obligations secured hereby, to the extent not prohibited by law, all Mortgagee'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 position of the Mortgagee is challenged in any manner or the Mortgagee is named in any action, proceeding or lawsuit for any reason involving any of the Mortgagee(s), Borrower(s), Obligor(s) or the Property, the Mortgagee and Obligor(s) immediately upon request of the Mortgagee shall pay the Mortgagee all expenses of every kind pertaining thereto including, without limitation, its actual attorneys' fees, costs, disbursements, and expenses, which sum if not paid shall 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.

19. **Severability and Cumulative Remedies.** Invalidity or unenforceability of any provision of this Mortgagee shall not affect the validity or enforceability of any other provisions. The rights and remedies granted to the Mortgagee in this Mortgagee are cumulative, and are in addition to the remedies granted by law.

20. **Obligors, Successors and Assigns.** The Obligations of all Mortgagees and Obligors are joint and several. This Mortgagee benefits Mortgagee, its successors and assigns, and binds all Mortgagees and Obligors and their respective heirs, personal representatives, successors, assigns and trustees and receivers.

21. **Applicable Law.** This Mortgagee shall be governed and interpreted by the laws of the State of Wisconsin in effect on the date of execution of this Mortgagee, and as such laws may be amended or created from time to time while this Mortgagee 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 only.

Signed and Sealed this 1st day of August, 1988. Mortgagee signs freely and voluntarily, and without duress or coercion.

_____(SEAL)

(Name of Corporation or _____)

By: _____

(_____
President or _____)

Attest: _____ (SEAL)

(_____
Secretary or _____)

AUTHENTICATION

Signatures of _____

authenticated this _____ day of _____, 19____.

Title: Member State Bar of Wisconsin or authorized under Sec. 706.06 Wis. Stats.

This instrument was drafted by

C. Nedbal

_____(SEAL)

Jordan M. Weigler 6199741

By: _____

Patti S. Weigler RECORD (SEAL) 90

Attest: _____

ACKNOWLEDGEMENT CERTIFICATE OF NOTARIAL ACT

STATE OF WISCONSIN ss.

Milwaukee County, 8/1 1988

This instrument was acknowledged before me on

by Jordan M. & Patti S. Weigler

(NAME(S) OF PERSON(S))

as _____

(TYPE OF AUTHORITY, e.g. OFFICER, TRUSTEE, ETC.)

of _____

(NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED)

Jean E. Gaeth

Jean E. Gaeth

Notary Public, Milwaukee County, Wis.

Dated August 1, 1988

My Commission (Expires) (s) 7/14/91

095-9005-19006

DOCUMENT NO

REEL 1098 IMAG 399

STATE BAR OF WISCONSIN - FORM 1
WARRANTY DEED
THIS SPACE RESERVED FOR RECORDING DATA

5198203

REGISTRAR'S OFFICE } SS
Milwaukee County, Wis. }
RECORDED AT 2:05 PM

MAR 30 1978
REEL 1098 IMAGE 399

Wm. A. ...
REGISTER OF DEEDS

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

Tax Key No. 095-9005
095-9006

3/1/78
D GALEC #200
D GALEC 23500
5198203
5198203
997657
997658
MAR-30-78
MAR-30-78

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

Grantor and Jordan M. Weigler and Patti S. Weigler, his wife, as tenants in common,

Witnesseth, That the said Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin:

1046 E. Thorn La.

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.

TRANSFER \$235.00
PFE

This is homestead property.
(is) (is not)
Together with all and singular the hereditaments and appurtenances thereunto belonging; And John Oster III and Susan N. Oster, his wife warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except Municipal and Zoning Ordinances and Recorded Easements for Public Utilities: Recorded Building Restrictions:

and will warrant and defend the same.
Dated at Cedarburg, wisc. This 27th of March, 1978

(SEAL) John Oster III (SEAL)
John Oster III
(SEAL) Susan N. Oster (SEAL)
Susan N. Oster

AUTHENTICATION

Signatures authenticated this _____ day of _____, 19____

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

THIS INSTRUMENT WAS DRAFTED BY
Harold J. Bruce

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

ACKNOWLEDGMENT

STATE OF WISCONSIN
Milwaukee County, } ss.
Personally came before me, this 29th day of March, 1978, the above named John Oster III and Susan N. Oster, his wife

to me known as the person(s) who executed the foregoing instrument and acknowledged the same.
Notary Public
Milwaukee County, Wis.
My Commission Expires _____ (if not, state expiration date) PERMANENT

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

200

Faxed 4-22-97 95-2005-26

For Assessor

Urgent

Date 4/18 Time 11:40

While You Were Out

M Attorney Rob Shuman

Of Fox 241-15045 Irwin

Phone 241-4940

AREA CODE NUMBER EXTENSION

Telephoned

Please Call

Came To See You

Will Call Again

Returned Your Call

Wants To See You

Message

homes vac & Thorn
1001 L/M 1046 Dr. W/gler
Suitlen C. 4/22/97 5/5/97
Meg 2/14/96 4m

Signed _____



Send
attorney
Rob
R/R
R/R
for both
on market

4/22/97

95-0005 + 0006

4/30/97
hold ser
R/R

← ready



DOC.# 09974123

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)

LA 1/9/17



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.

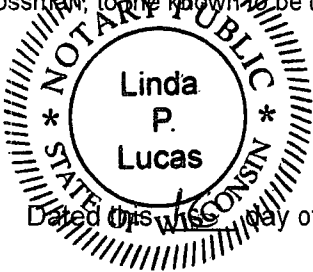
OWNER

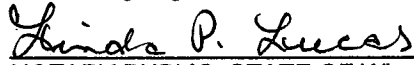


 Barry L. Grossman

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.

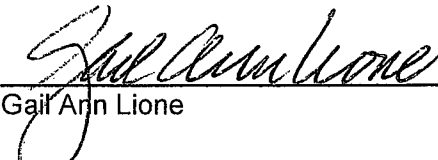




 NOTARY PUBLIC, STATE OF WI
 My commission expires: 12/21/2014

Dated this 16th day of FEB, 2011.

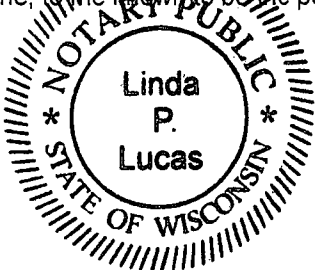
OWNER

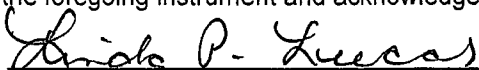


 Gail Ann Lione

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.



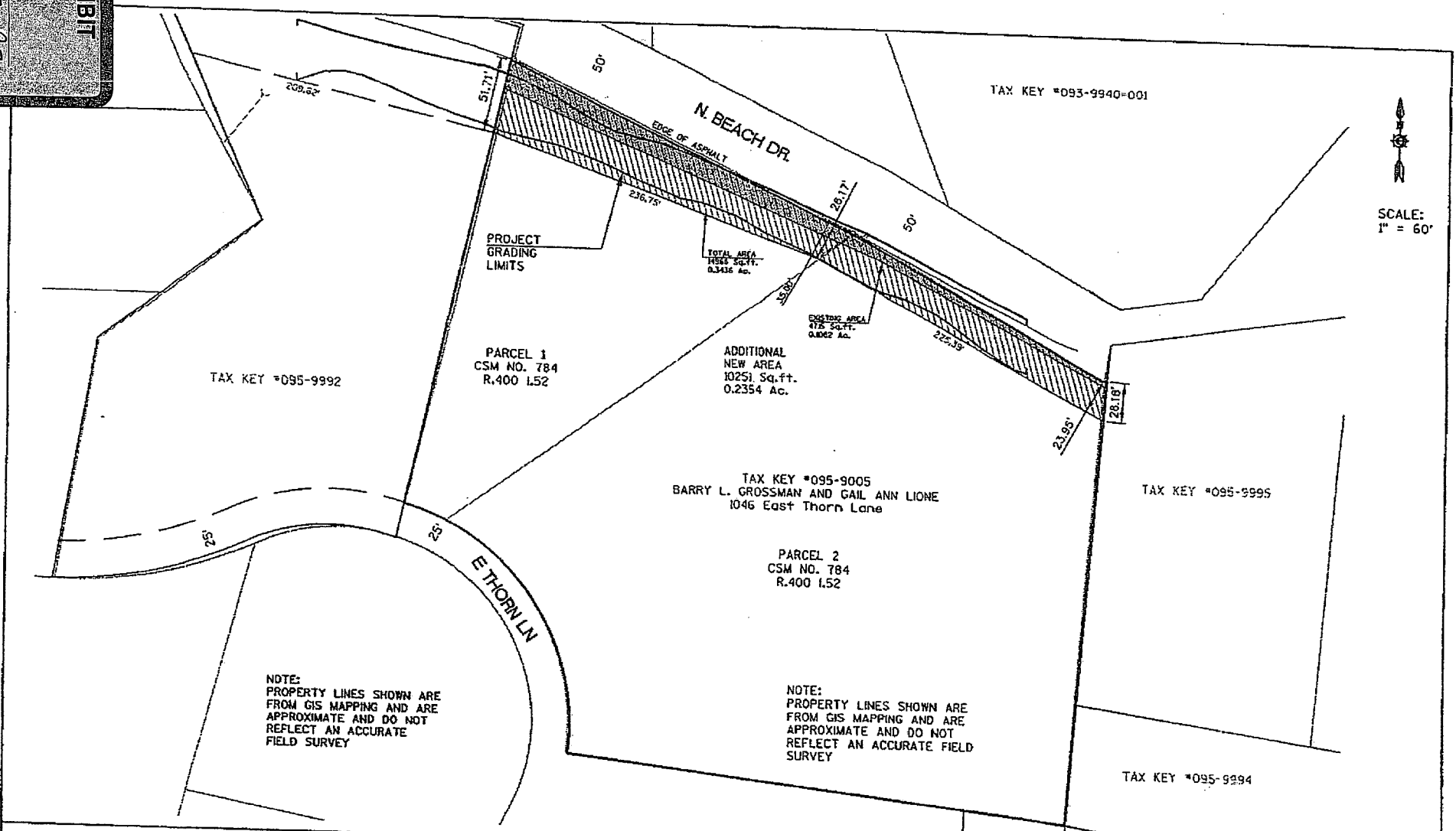


 NOTARY PUBLIC, STATE OF WI
 My commission expires: 12/21/2014

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



SCALE:
1" = 60'

EXHIBIT A

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

DESIGNER: RJK	DRAWN BY: MSJ	APPROVED BY: MSJ	PROJECT NUMBER: 08.0257.02	DATE: 3/19/2010	REVISION DATE: 5/10/2010
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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

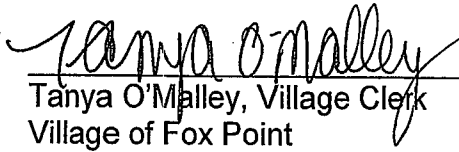
Parcel Identification Number (PIN)

~~10-00~~ / 1046 Thru

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

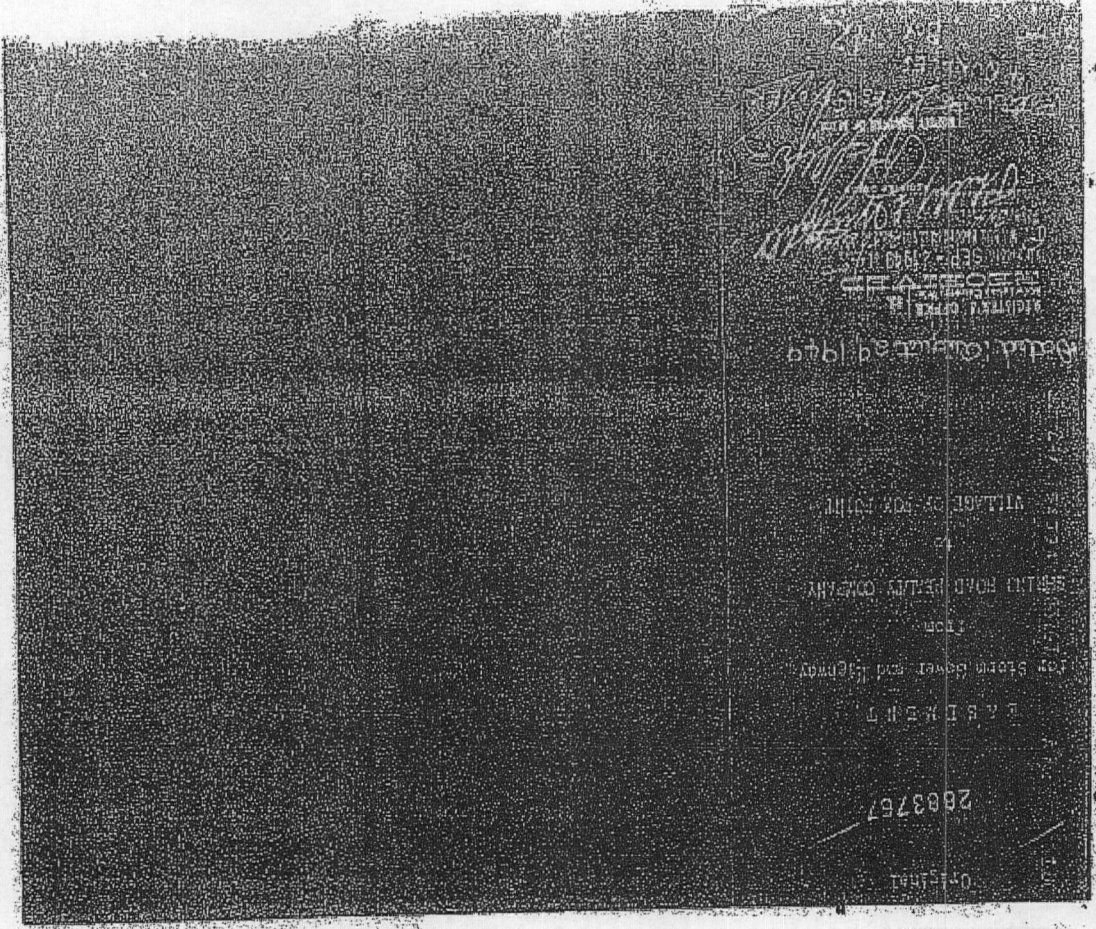


Michael A. West, Village President

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

88-52-42-2; 12-27/1988

NE 1/4
877
KOC FD
SE 1/4
889
KOC BI.



Original
2883767
L. S. I. H. E. P.
For Stone Tower and Legend
from
SHELBY ROAD REALTY COMPANY
VILLAGE OF FOX HOLLOW
1988
ADMITTED OFFICE
SEP 2 1988
L. S. I. H. E. P.

EXHIBIT A

2652 No 346

Signed and Sealed in presence of:

Lottie B. Stall
Lottie B. Stall
U. H. Lack
U. H. Lack

SPRING ROAD REALTY COMPANY

By J. W. Allen
J. W. Allen, Jr. Vice-President
Counter-signed J. W. Allen, Jr.
J. W. Allen, Jr. Secretary

STATE OF Delaware
County of New Castle

Personally saw before me this 29th day of August, 1926, J. W. Allen, Jr. Vice-President, and J. 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 deed of said corporation, by its authority.

Merion E. Crum
Notary Public, Merion E. Crum
By commission expires

17 21

Commencing at a point which is 302.82 ft. S 00-12' W of and 77.33 ft. E 239-56' S of the center of Section 16, T 8 N, R 22 W, in the Village of Fox Point, Milwaukee County, Wisconsin, said point being in the center line of a 50 ft. road known as East Thorn Lane; thence Easterly along a curved line whose radius is 234 ft. and whose center is to the North (the long chord of which curve bears N 70-15' E, 136.93 ft., 138.21 ft. to a point; thence Easterly along a curved line whose radius is 130 ft. and whose center is to the South (the long chord of

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which curve bears N 50-37' E, 34.19 ft., 110.66 ft. to a point, said last and (2) described curved lines being on and along the center line of said East Thorn Lane; thence N 139-54' E along the West line of property heretofore conveyed to Francis Borg, 142.26 ft. to a point, which said point is the point of beginning of a Storm Sewer and Road easement, hereinafter and described as follows: thence N 139-54' E, 33.73 ft. to a point on the Southerly line of a 37 ft. wide public road known as North Beach Drive; thence N 68-34' W, 1.11 ft. to a point; thence N 70-15' E, 172.12 ft. to a point; thence N 94-03' W, 34.42 ft. to a point, the last three (3) described courses being on and along the Southerly line of said North Beach Drive; thence S 70-34' E, 45.03 ft. to a point; thence S 29-37' E, 114.78 ft. to the point of beginning.

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The grant of the aforementioned easement is made upon the express condition that second party shall construct said storm sewer structure and highway located upon the land hereinabove described in good order and condition without expense to first party, and installation thereof shall constitute conclusive evidence of the acceptance of this condition.

First party hereby consents to the entry by agents or employees of second party necessary and incidental to the installation and maintenance of said storm sewer structure and highway.

IN WITNESS WHEREOF the said MERING EMBLETT COMPANY, party of the first part, has caused these presents to be signed by H. P. Allen, its President, and countersigned by James W. Chinn, its Secretary, at Wilmington, Delaware, and its corporate seal to be hereunto affixed, this 29th day of August, 1949.

20

2

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 344-348; 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.

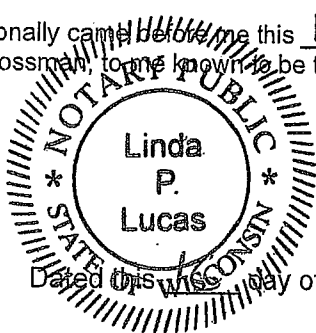
Dated this 16 day of FEB, 2011.


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

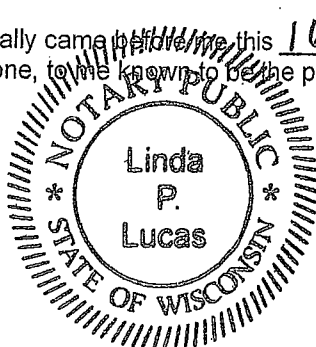
Dated this 16th day of FEB, 2011.

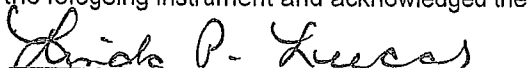
OWNER


 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

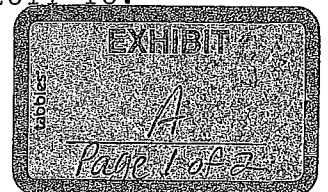
Parcels 1 and 2 of Certified Survey Map No. 784, recorded January 12, 1968 on Reel 400, Image 52, as Document No. 4368264, being a part of the Northeast 1/4 and the Southeast 1/4 of Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee State of Wisconsin.

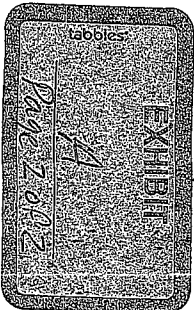
Tax Key No: 095-9005 (Parcel 1) and Tax Key No: 095-9006 (Parcel 2)

Address: 1046 E. Thorne Lane

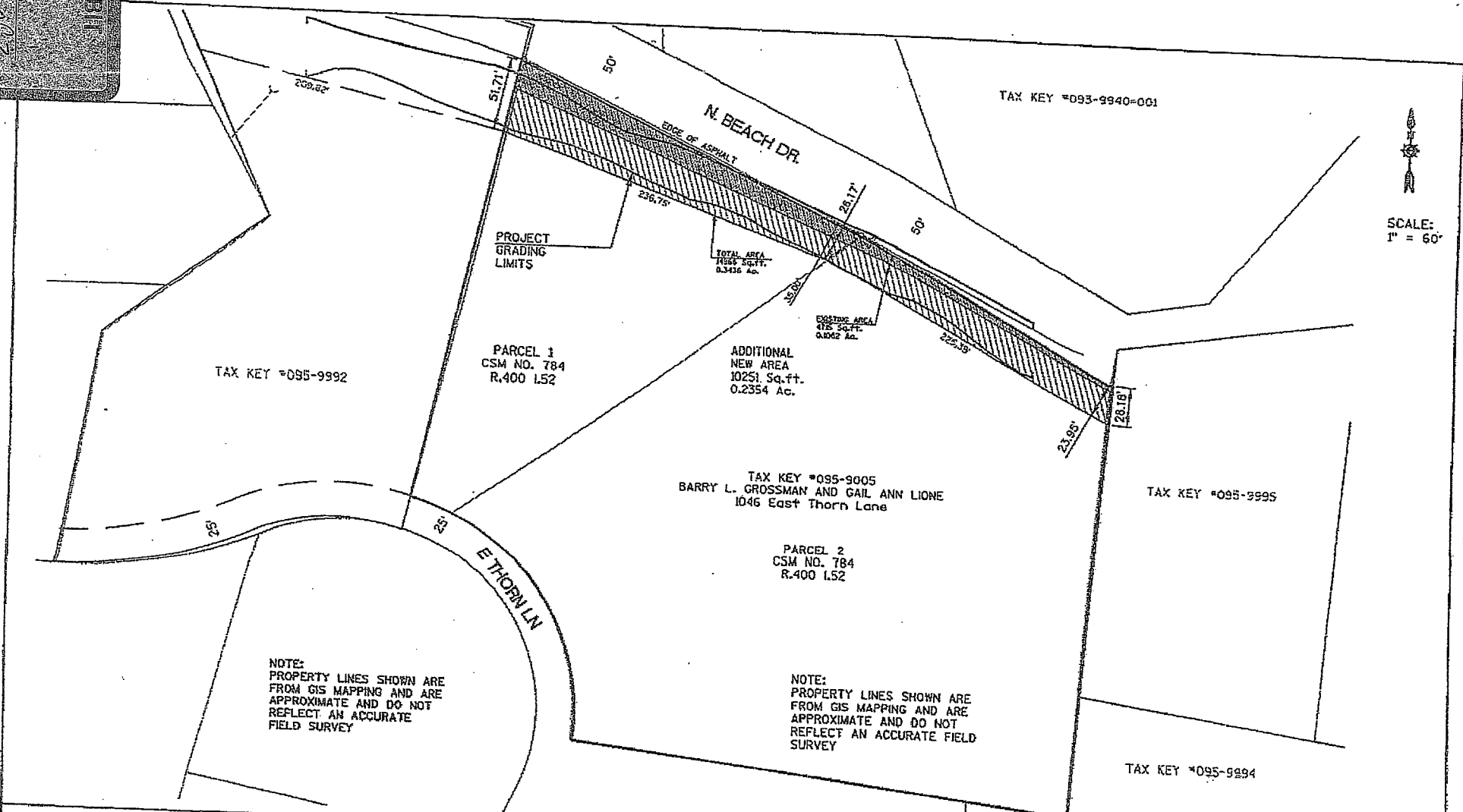
Y:\Agreements\Grossman,Walver of Second Appraisal.FxPt.12-02-10

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





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



LEGEND:

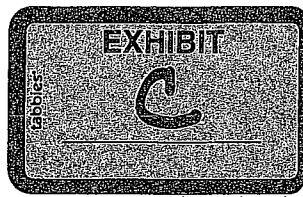
- PROPOSED PERMANENT EASEMENT
- EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
474.351.6660

PROPOSED PERMANENT EASEMENT EXHIBIT		NORTH BEACH DRIVE RAVINE MITIGATION VILLAGE OF FOX POINT	
SCALE: 1" = 60'	DATE: 3/19/2010	PROJECT NUMBER: 08.0257.02	REVISED DATE: 5/10/2010
DRAWN BY: [blank]		CHECKED BY: [blank]	
DATE: [blank]		DATE: [blank]	

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

PLOT DATE/TIME: 5/10/2010 3:55 PM PLOTTED BY: RAISA KHAYTINA



DOC.# 099997

STORMWATER DRAINAGE EASEMENT

RECORDED 05/25/2011 08:56
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.

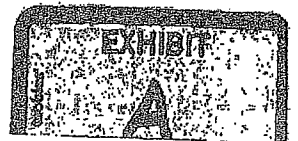
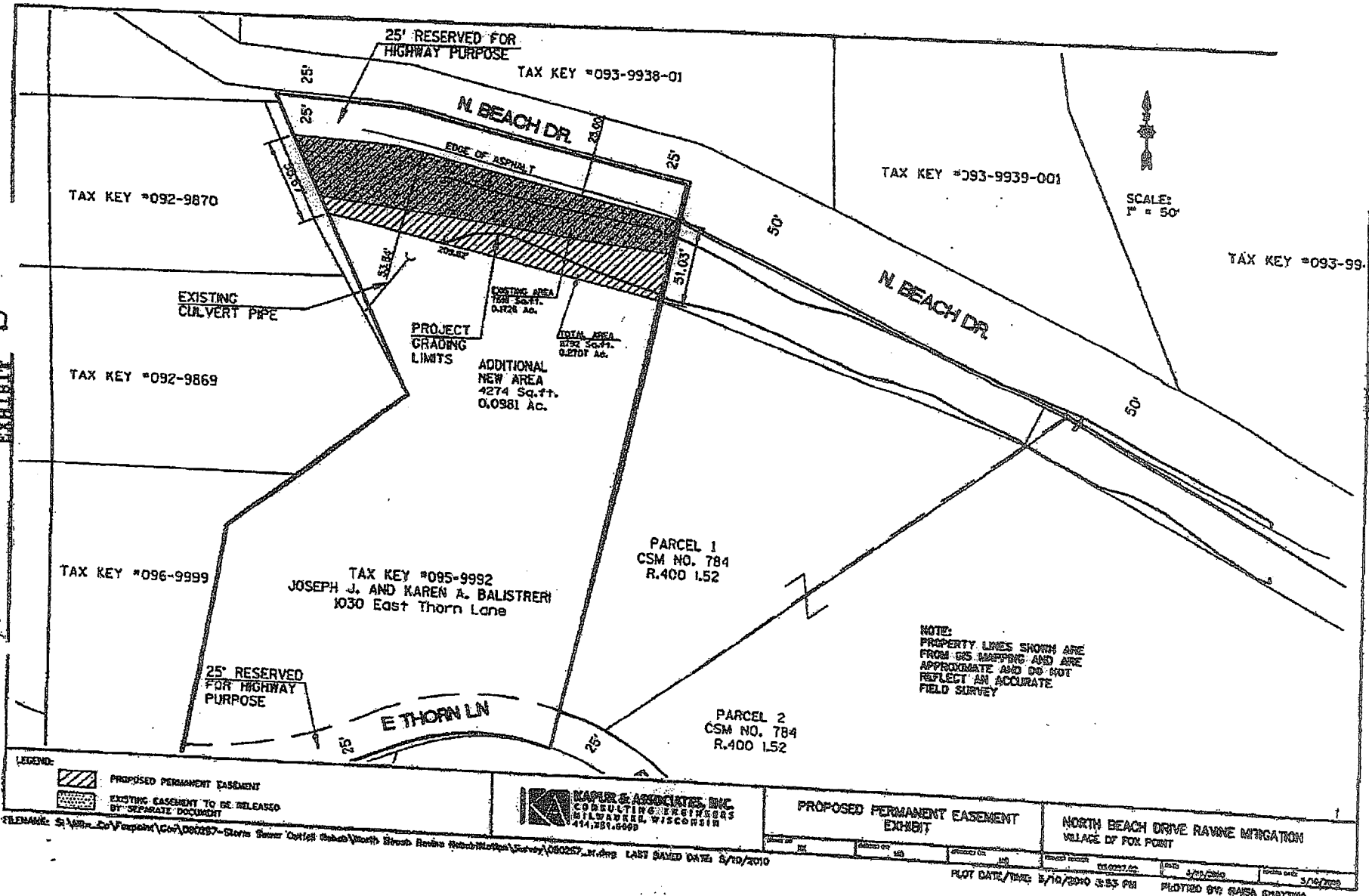


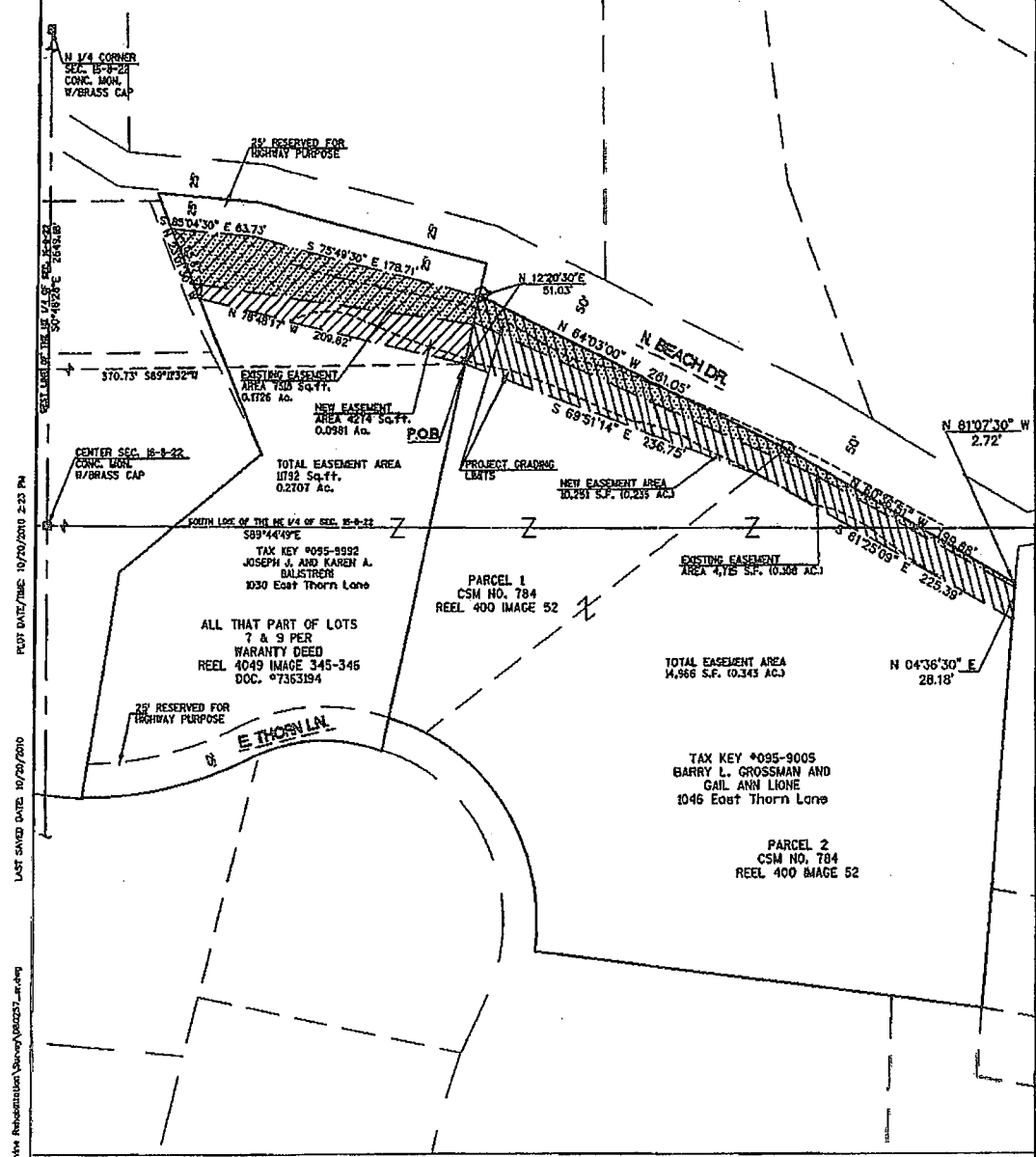
EXHIBIT B



STORM SEWER EASEMENT

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

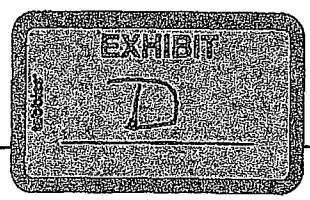
SCALE: 1"=100'
NORTH REFERENCED TO THE WISCONSIN COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE NE 1/4 OF SEC. 16-8-22, BEARING N00°46'28"N.



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

FILENAME: S:\V\Projects\Gov\020257-Storm Sewer\01168_Robin\North Beach_Robin\020257.dwg

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



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.391.6666

1046 E Thorn la

365-1-1 and 2

REEL 400 MAG 52

365-1-1 and 2

15C

B Rec

JAN 12-60 933127 4368264

CERTIFIED SURVEY MAP

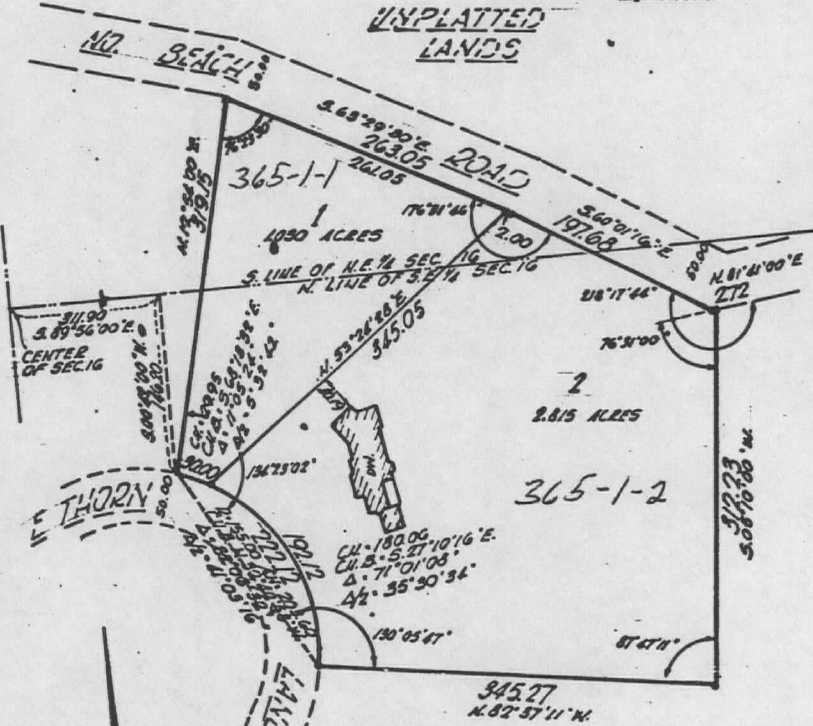
BEING A REDIVISION OF A PART OF THE N.E. 1/4 AND S.E. FRACTIONAL 1/4'S OF SECTION 16, T 8 N, R 22 E, IN THE VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN

4368264

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 1030 A.M.

on JAN 12 1960 in
Reel 400 Image 526
Melan Petter 54
Register of Deeds

UNPLATTED LANDS



UNPLATTED LANDS

INDICATES 1 INCH PIPE 30 INCHES IN LENGTH
WT. 113 LBS. PER LINEAL FT.
ALL DIMENSIONS ARE SHOWN TO THE NEAREST
HUNDRETH OF A FT.

SCALE: 1"=100'-00"

NATIONAL SURVEY SERVICE

CIVIL ENGINEERS AND SURVEYORS
8729 W. VILLET ST. 458-2830
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KENNETH E. BERKE - REGISTERED WIS. LAND SURVEYOR

