

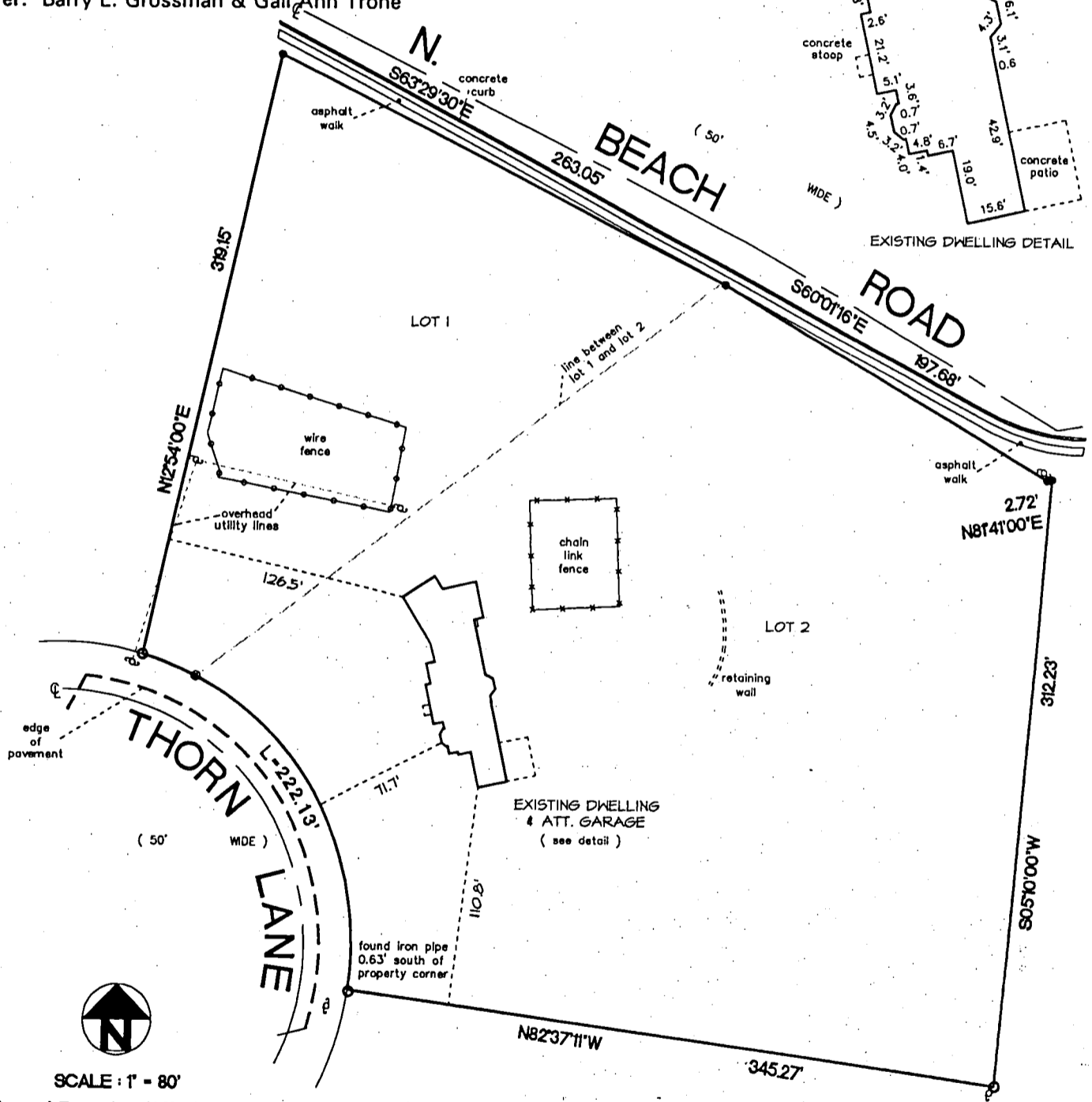
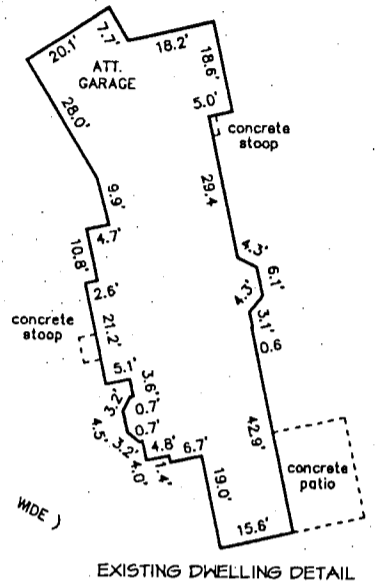
2554 N. 100TH STREET
 P.O. BOX 26596
 WAUWATOSA, WISCONSIN 53226
 (414) 257-2212 FAX: (414) 257-2443

William J. Karpen RLS
 Frederick W. Shibilski RLS

PLAT OF SURVEY

PARCELS 1 AND 2, 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 Northeast 1/4 and the fractional Southeast 1/4 of Section 16, in Township 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin.

Survey location: 1046 E. Thorne Lane
 Buyer: Barry L. Grossman & Gail Ann Trone



SCALE: 1" = 80'

Area of Property = 167,508 Sq. Ft.
 3.845 Acres

CURVE DATA

RADIUS	CHORD	BEARING	DELTA
155.00'	203.60'	N32°42'58" W	82°06'31"

- ⊕ - Denotes Existing Power Pole
- - Denotes Found Iron Pipe
- - Denotes Iron Stake to be Set
- ⊙ - Denotes Found Iron Stake



NOTE: THIS IS NOT AN ORIGINAL SURVEY UNLESS THIS SEAL IS RED.

Surveyed for:

GUARANTY MORTGAGE

"I have surveyed the above described property from the legal description furnished by the client named on this survey."
 "This survey is made for the use of the present owners of the property, and also those who purchase mortgage, or guarantee the title thereto within one year from date hereof."

Frederick W. Shibilski
 WISCONSIN REGISTERED LAND SURVEYOR

OCT. 6, 1997 MFS PMT BJK 26836
 DATE FIELD WORK BY DRAWN BY JOB NUMBER

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

RECORDED 07/05/2011 09:24AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:

Document Number

Document Name

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)

STORMWATER DRAINAGE EASEMENT

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

Document Number

Document Title

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

RECITALS:

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

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

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

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

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

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

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

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

Recording Area

Name and Return Address

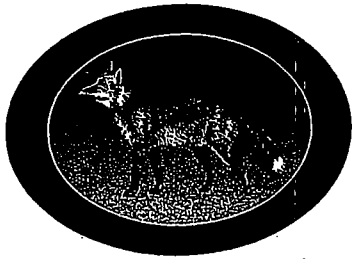
Eric J. Larson
P.O. Box 1348
Waukesha, WI 53187-1348

FPV-095-9005 and FPV-095-9006

Parcel Identification Number (PIN)



COPY



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

PROPERTY MAINTENANCE
COMPLIANCE NOTICE

Property Owner: Grossman/Lione

Date: 6/28/12

Address: 1046 E Thorn

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

DESCRIPTION

COMMENTS/CODE REFERENCE

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

ok

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

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

Sincerely,

Property Maintenance Inspector

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

DOC.# 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

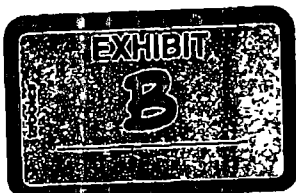
Recording Area

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)



STORMWATER DRAINAGE EASEMENT

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

Document Number

Document Title

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

RECITALS:

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

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

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

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

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

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

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

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

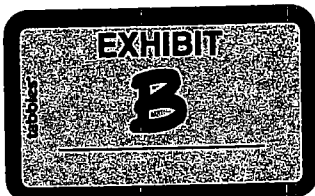
Recording Area

Name and Return Address

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

FPV-095-9005 and FPV-095-9006

Parcel Identification Number (PIN)



COPY

GRANT:

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

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

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

NOTICE:

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

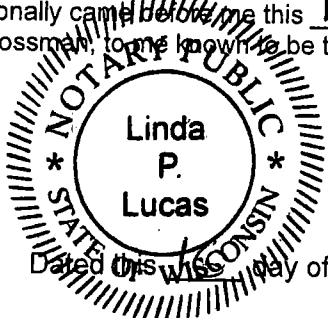
Dated this 16 day of FEB, 2011.

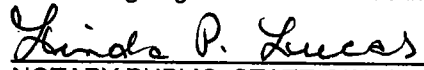
OWNER


 Barry L. Grossman

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

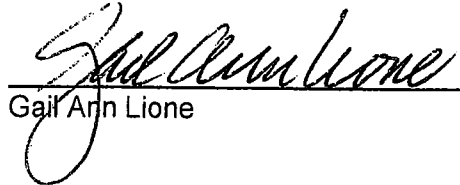
Personally came before me this 16th day of February, 2011, the above-named Barry L. Grossman, to me known to be the person who executed the foregoing instrument and acknowledged the same.




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

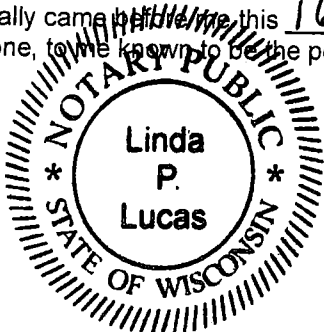
Dated this 16 day of FEB, 2011.

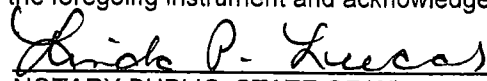
OWNER


 Gail Ann Lione

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

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




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

This Instrument Was Drafted By:

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

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

EXHIBIT A

Attach Legal Description of Subject Property and Description of Easement Interest

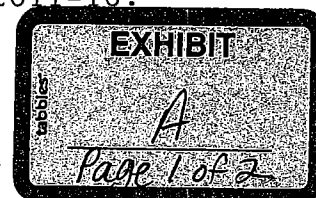
Parcels 1 and 2 of Certified Survey Map No. 784, recorded January 12, 1968 on Reel 400, Image 52, as Document No. 4368264, being a part of the Northeast 1/4 and the Southeast 1/4 of Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee State of Wisconsin.

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

Address: 1046 E. Thorne Lane

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

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



GRANT:

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

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


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

NOTICE:

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

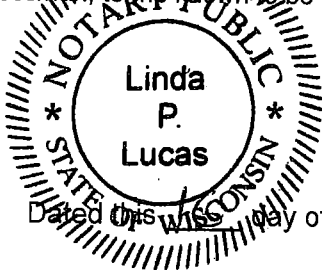
Dated this 16 day of FEB, 2011.

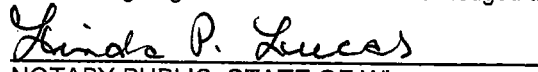
OWNER


 Barry L. Grossman

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

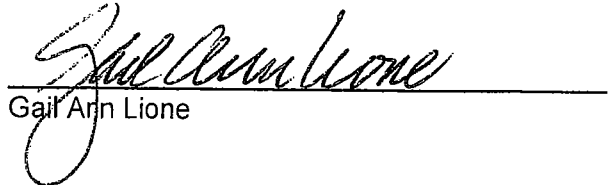
Personally came before me this 16th day of February, 2011, the above-named Barry L. Grossman, to me known to be the person who executed the foregoing instrument and acknowledged the same.




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

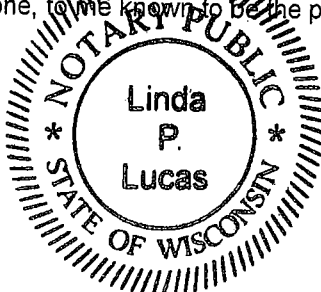
Dated this 16th day of FEB, 2011.

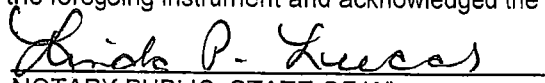
OWNER


 Gail Ann Lione

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

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




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

This Instrument Was Drafted By:

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

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

EXHIBIT A

Attach Legal Description of Subject Property and Description of Easement Interest

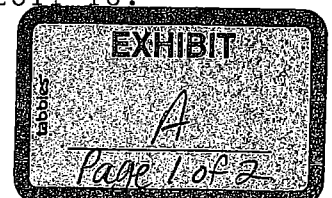
Parcels 1 and 2 of Certified Survey Map No. 784, recorded January 12, 1968 on Reel 400, Image 52, as Document No. 4368264, being a part of the Northeast 1/4 and the Southeast 1/4 of Section 16, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee State of Wisconsin.

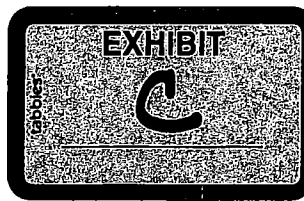
Tax Key No: 095-9005 (Parcel 1) and Tax Key No: 095-9006 (Parcel 2)

Address: 1046 E. Thorne Lane

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

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





DOC.# 0999979

STORMWATER DRAINAGE EASEMENT

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

Document Number

Document Title

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

RECITALS:

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

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

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

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

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

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

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

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

GRANT:

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

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

Recording Area

Name and Return Address

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

FPV-095-9992

Parcel Identification Number (PIN)

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

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

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

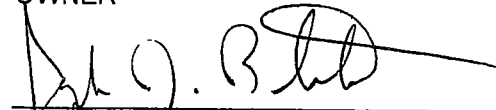
1. The amount of compensation is \$2,000.00.
2. Any person named in this conveyance, either above being a conveying party having an interest of record in the parcel or below as another person having an interest of record in the property, may make an appeal from the amount of compensation within six months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

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

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

Dated this 16th day of May 2011.

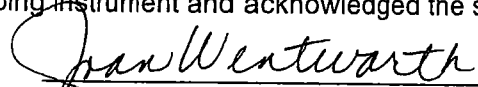
OWNER



 Joseph J. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

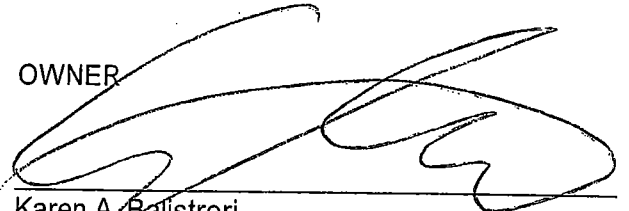
Personally came before me this 16th day of May 2011, the above-named Joseph J. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



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

Dated this 16th day of May 2011.

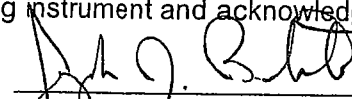
OWNER



 Karen A. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

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



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

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

\\files\Fox Point\Boris\Ther0 Lane\Balistreri-Final\Balistreri.Easement.FxPt.051211.docx

Exhibit A

(Owner's Parcel)

PARCEL I:

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

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

PARCEL II:

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

Tax Key No: 095-9992

Address: 1030 East Thorn Lane

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



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

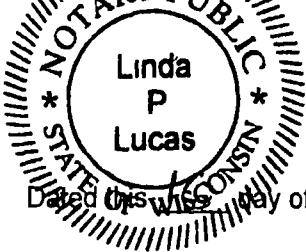
Dated this 16 day of FEB., 2011


OWNER


 Barry L. Grossman

STATE OF WISCONSIN)
) ss
 COUNTY OF MILWAUKEE)

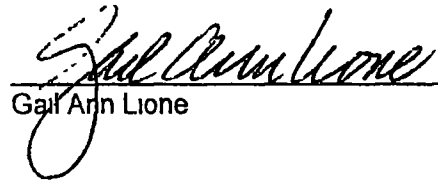
Personally came before me this 16th day of February, 2011, the above-named Barry L. Grossman, to me known to be the person who executed the foregoing instrument and acknowledged the same




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

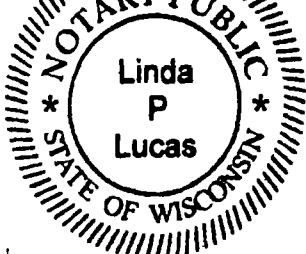
Dated this 16th day of FEB., 2011


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.

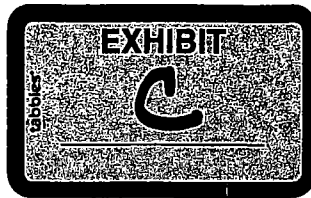
Tax Key No: 095-9005 (Parcel 1) and Tax Key No: 095-9006 (Parcel 2)

Address: 1046 E. Thorne Lane

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

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





DOC.# 09999738

STORMWATER DRAINAGE EASEMENT

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

Document Number

Document Title

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

RECITALS:

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

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

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

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

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

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

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

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

GRANT:

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

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

Recording Area

Name and Return Address

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

FPV-095-9992

Parcel Identification Number (PIN)

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

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

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


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

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

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

Dated this 16th day of May 2011.

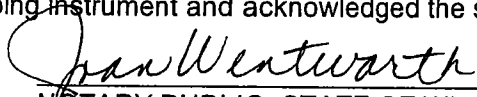
OWNER



 Joseph J. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

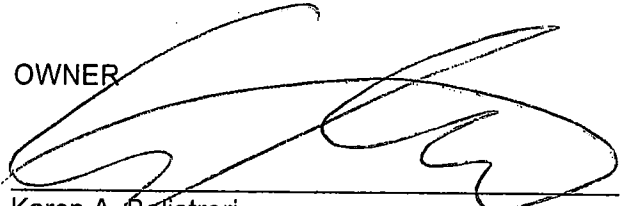
Personally came before me this 16th day of May 2011, the above-named Joseph J. Balistreri, to me known to be the person who executed the foregoing instrument and acknowledged the same.



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

Dated this 16th day of May 2011.

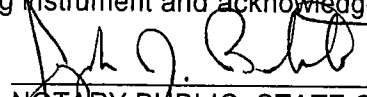
OWNER



 Karen A. Balistreri

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

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



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

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

M:\files\Fox Point\Basil's\Ther's\Lar:Balistreri-Final:Balistreri.Easement.FxPt.051211.docx

Exhibit A
(Owner's Parcel)

PARCEL I:

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

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

PARCEL II:

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

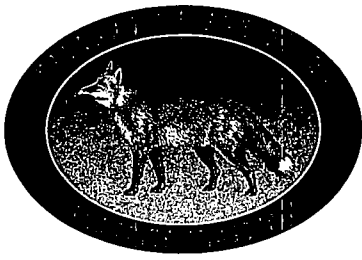
Tax Key No: 095-9992

Address: 1030 East Thorn Lane

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



THIS NOTICE WAS DELIVERED BY CERTIFIED & REGULAR MAIL



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

PROPERTY MAINTENANCE
COMPLIANCE NOTICE

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

Property Owner: Grassman

Date: 6/28/11

Address: 1046 E Thorn

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

DESCRIPTION

COMMENTS/CODE REFERENCE

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

OK

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

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

Sincerely,

Property Maintenance Inspector

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

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

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

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

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

March 23, 2011

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

**Re: Village of Fox Point
Basin 5
Grossman/Lione
Stormwater Drainage Easement**

Dear Scott:

Enclosed for your files please find the original stormwater drainage easement, which is marked to show that it has been properly recorded with the Milwaukee County Register of Deeds. Although it has been duly recorded, I recommend that you maintain this original document in an appropriate place in your permanent files.

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

Yours very truly,

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



Eric J. Larson

EJL/bes

Enclosure

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

Y:\FoxPt\Basin 5\Thorn Ln\Grossman.sb.ltr.03-23-11



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 344-348; 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.

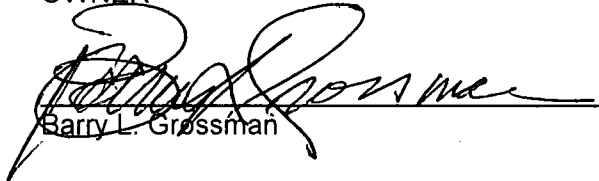
6. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

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.

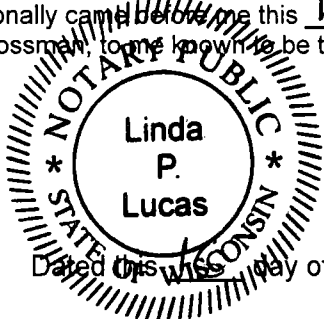
Dated this 16 day of FEB, 2011.

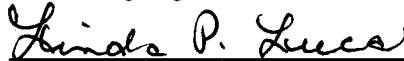
OWNER


 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

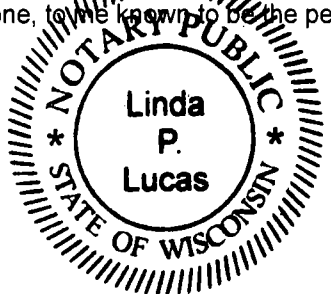
Dated this 16 day of FEB, 2011.

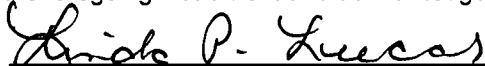
OWNER


 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

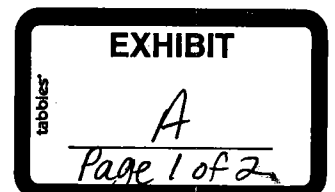
EXHIBIT A

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



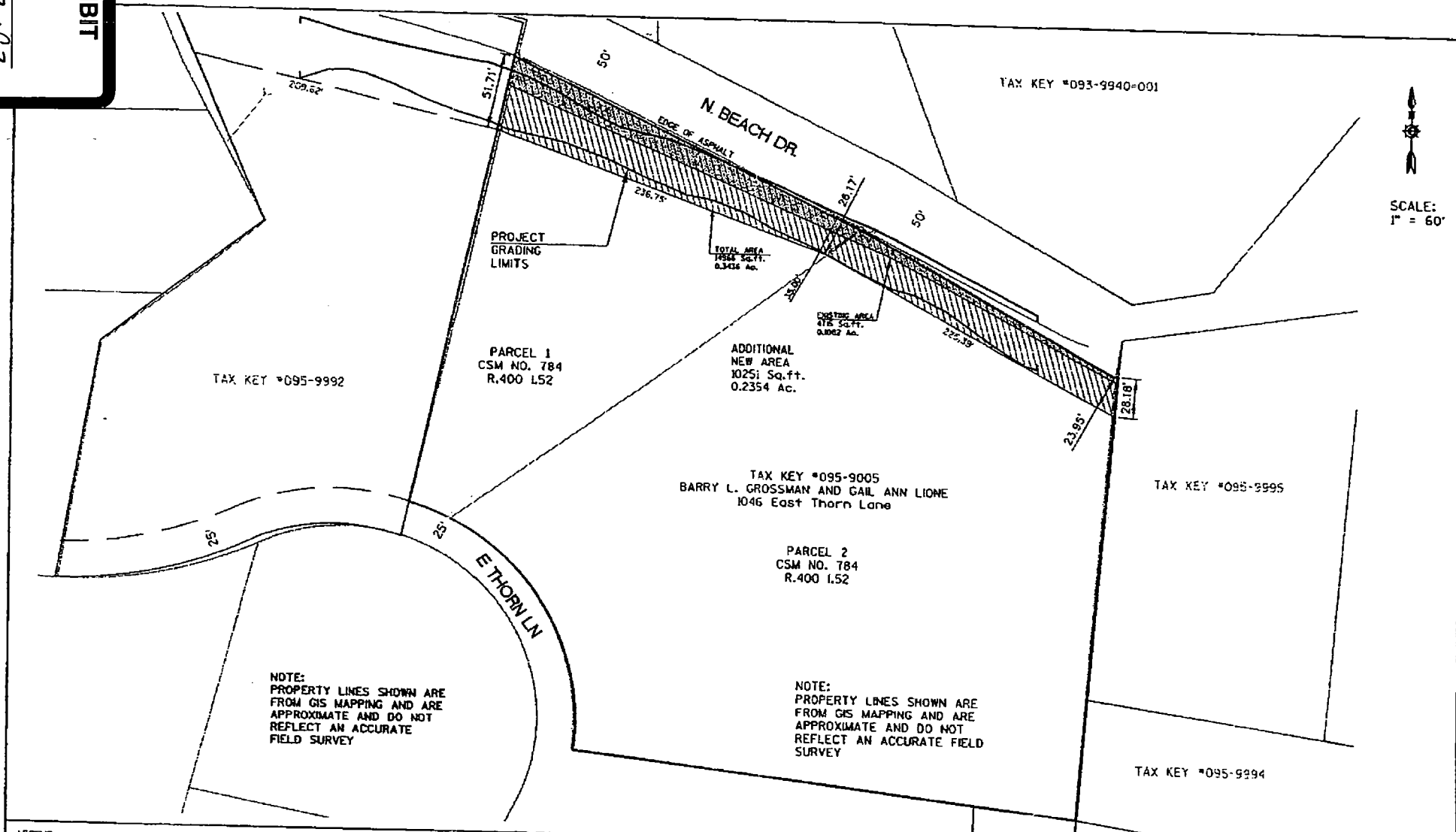





EXHIBIT A

LEGEND:

 PROPOSED PERMANENT EASEMENT

 EXISTING EASEMENT TO BE RELEASED BY SEPARATE DOCUMENT

 **KAPUR & ASSOCIATES, INC.**
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.6666

PROPOSED PERMANENT EASEMENT EXHIBIT		NORTH BEACH DRIVE RAVINE MITIGATION VILLAGE OF FOX POINT	
DATE: 05	PLANNED BY: MB	APPROVED BY: MB	PROJECT NUMBER: 08,0257,02
			PUB: 3/19/2010
			REVISED DATE: 5/10/2010

3. 1046 E. Tchan



* 0 9 9 5 9 7 6 7 *

State Bar of Wisconsin Form 1-2003

WARRANTY DEED

DOC.# 09959767

Document Number

Document Name

THIS DEED, made between BARRY L. GROSSMAN AND GAIL ANN LIONE, husband and wife

RECORDED 01/13/2011 11:42AM JOHN LA FAVE REGISTER OF DEEDS Milwaukee County, WI AMOUNT: 30.00 FEE EXEMPT #: 77.25(12)

("Grantor," whether one or more), and MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

("Grantee," whether one or more)

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

All that part of Parcel 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, described as follows:

Beginning at the southeast corner of said Parcel 2; thence North 83° 07' 14" West, on and along the south line of said

continued

Recording Area

Name and Return Address

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT ATTN: MARY FELKNER 260 E. SEEBOTH STREET MILWAUKEE, WI 53201

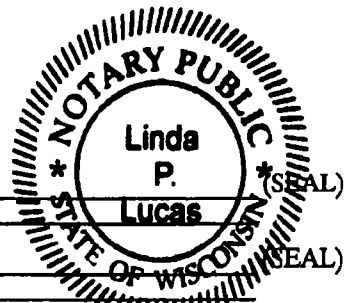
095-9006 (part of)

Parcel Identification Number (PIN)

This is not homestead property (is)(is not)

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

Dated December 10, 2010.



Signature of Barry L. Grossman (SEAL)

Signature of Gail Ann Lione (SEAL)

AUTHENTICATION

Signature(s)

authenticated on

ACKNOWLEDGMENT

STATE OF WISCONSIN Milwaukee COUNTY } ss.

Personally came before me on Dec. 10, 2010 the above named BARRY L. GROSSMAN AND GAIL ANN LIONE, husband and wife

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

Signature of Linda P. Lucas

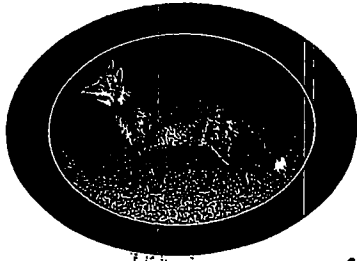
Notary Public, State of Wisconsin

My commission (is permanent)(expires: 1/30/2011)

TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by Wis. Stat. S706.06)

THIS INSTRUMENT DRAFTED BY: DENNIS STEFANIK

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8800
FAX 414-351-8909

PROPERTY MAINTENANCE
COMPLIANCE NOTICE

Property Owner: Grossman

Date: 7/15/10

Address: 1046 E Thorn Ln

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

DESCRIPTION

COMMENTS/CODE REFERENCE

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

ok

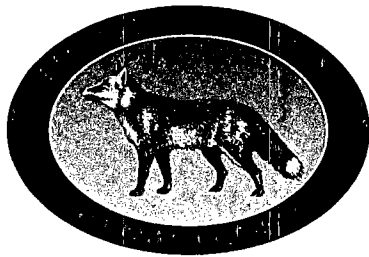
Pursuant to Chapter 33 of the Village code, the Village is hereby requiring you bring the above items into code compliance by _____. Please be advised that failure to comply with this notice will result in further action being taken by this department.

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

Sincerely,

Property Maintenance Inspector

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



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

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

Property Owner: Liane
Address: 1046 E. Thorne Ln

Date 2/10/09

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

<u>Description</u>	<u>Comments/Code Reference</u>
<input type="checkbox"/> Fences	
<input type="checkbox"/> Decks	
<input type="checkbox"/> Retaining Walls	
<input type="checkbox"/> Accessory Buildings	
<input type="checkbox"/> Dwelling Exterior	
<input type="checkbox"/> Litter	
<input type="checkbox"/> Grass	
<input type="checkbox"/> Dead Trees	
<input type="checkbox"/> Exterior Storage	
<input type="checkbox"/> Unenclosed Storage	
<input type="checkbox"/> Other	

JK

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

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

Sincerely,

Property Maintenance Inspector

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE OF FOX POINT
PROPERTY MAINTENANCE
COMPLIANCE NOTICE

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

Property Owner: Grossman
Address: 1046 E Thorpe Ln

Date 8/13/08

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

<u>Description</u>	<u>Comments/Code Reference</u>
<input type="checkbox"/> Fences	<i>gk</i>
<input type="checkbox"/> Decks	
<input type="checkbox"/> Retaining Walls	
<input type="checkbox"/> Accessory Buildings	
<input type="checkbox"/> Dwelling Exterior	
<input type="checkbox"/> Litter	
<input type="checkbox"/> Grass	
<input type="checkbox"/> Dead Trees	
<input type="checkbox"/> Exterior Storage	
<input type="checkbox"/> Unenclosed Storage	
<input type="checkbox"/> Other	

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

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

Sincerely,

Property Maintenance Inspector

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE OF FOX POINT
PROPERTY MAINTENANCE
COMPLIANCE NOTICE

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

Property Owner Grossman
Address 1046 E. Urban

Date 8/29/05

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

Description

Comments/Code Reference

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

oh

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

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

Sincerely,

Property Maintenance Inspector





VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

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

VILLAGE OF FOX POINT PROPERTY MAINTENANCE COMPLIANCE NOTICE

Property Owner BARRY GROSSMAN + GAIL LIONE
Address 1046 E THORN LANE

Date 28 MAY 02

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

<u>Description</u>	<u>Comments</u>
<input type="checkbox"/> Fences	OK
<input type="checkbox"/> Decks	SS
<input type="checkbox"/> Retaining Walls	
<input type="checkbox"/> Accessory Buildings	
<input type="checkbox"/> Dwelling Exterior	
<input type="checkbox"/> Litter	
<input type="checkbox"/> Grass	
<input type="checkbox"/> Dead Trees	
<input type="checkbox"/> Exterior Storage	
<input type="checkbox"/> Other	

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

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

Sincerely,

Property Maintenance Inspector

7449152

WARRANTY DEED

REEL 4182 IMAG 681

REGISTER'S OFFICE } ss
Milwaukee County, WI

RECORDED AT

NOV 14 1997

REEL 4182-IMAGE 681

REGISTER OF DEEDS

-10 05 AM

This Deed, made between Jordan M. Weigler and Patti S. Weigler, Husband and Wife

Grantor, and Barry L. Grossman and Gail Ann Lione, Husband and Wife

THIS SPACE RESERVED FOR RECORDING DATA

Return Document to:

Barry L. Grossman
Gail Ann Lione
1046 East Thorne Lane
Fox Point, WI 53217

Grantee,

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

Grantee the following described real estate in MILWAUKEE County: Tax Parcel No: 0959.005 & 006

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 ~~Washington~~ MILWAUKEE, State of Wisconsin.

Tax Key No. 0959.005 (Affects Parcel 1) and Tax Key No. 0959.006 (Affects Parcel 2)

ADDRESS: 1046 East Thorne Lane

TRANSFER

RECORD

7449152

10.00

\$ 2,250.00

FEE

RTX

2250.00

This is homestead property.

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

And Grantor

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

Dated this 13th day of October, 1997

____ (SEAL)

Jordan M. Weigler (SEAL)

* Jordan M. Weigler

____ (SEAL)

Patti S. Weigler (SEAL)

* Patti S. Weigler

NAME CHANGE

AUTHENTICATION

Signature(s) of _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN

MILWAUKEE County } ss.

Personally came before me this 13th day of

October, 1997 the above named

Jordan M. Weigler

Patti S. Weigler

authenticated this _____ day of _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____)

authorized by § 706.06, Wis. Stats.

THIS INSTRUMENT WAS DRAFTED BY

Edward A. Purtell
Federated Realty Group

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

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

William H. Lavey
* William H. Lavey

Notary Public MILWAUKEE County, Wis.

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

11-22-98

10/22

2.00

DOCUMENT NO.

REEL 406 IMAGE 485

365-1-2
365-1-1

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

4376105

REGISTRAR'S OFFICE
Milwaukee County, Wis.
RECORDED AT 1026 AM

on FEB 29 1968 in
Reel 406 Image 485

Melan Patten
Register of Deeds

1st B Rec

118-29-68 9 4 5 3 6 9 4376105

THIS INDENTURE, Made this 27th day of February, A. D. 1968
between ELIZABETH OGDEN (formerly Elizabeth Harnischfeger
Ott).

part Y of the first part, and
JOHN OSTER III,

part Y of the second part,
Witnesseth, That the said party of the first part, for and in consideration
of the sum of One Dollar and other good and valuable consid-
erations

to her in hand paid by the said part Y of the second part, the receipt
whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened,
conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and
confirm unto the said part Y of the second part, his heirs and assigns forever, the following
described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

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 in Microfilm 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.

(Tax Key No. 544-6)

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

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

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

And the said Elizabeth Ogden

for herself and her heirs, executors and administrators, do covenant, grant, bargain, and
agree to and with the said part Y of the second part, his heirs and assigns, that at the time of the
enclosing and delivery of these presents she is well seized of the premises above described, as of a
good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are
free and clear from all incumbrances whatever, except laws and ordinances regulating and restrict-
ing the use of the premises, Easements and Restrictions of record, and Real Estate
Taxes levied or assessed since January 1, 1968,

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

In Witness Whereof, the said part Y of the first part has hereunto set her hand and
seal this 27th day of February, A. D. 1968.

SIGNED AND SEALED IN PRESENCE OF

Elizabeth Ogden (SEAL)
(Elizabeth Ogden)
Elsbeth M. Klose (SEAL)
(Elsbeth M. Klose)
John Ogden (SEAL)
(John Ogden)

State of Wisconsin,
MILWAUKEE County, Personally came before me, this 27th day of February, A. D. 1968,
the above named Elizabeth Ogden

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

THIS INSTRUMENT WAS DRAFTED BY
Elsbeth M. Klose - Secretary
of Ogden & Company, Inc.
Notary Public, Milwaukee County, Wis.
My commission (expires) (is) June 14th, 1970

(Section 98.31 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantor, grantees, witnesses and notary. Section 98.313 similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

WARRANTY DEED

STATE OF WISCONSIN
FORM No. 1

Wisconsin Legal Blank Company
Milwaukee, Wisconsin 53274

1046 E Thorn la

365-1-1 and 2

REEL 400 IMAG 52

o

~~366~~

1.50

B Rec

JAN-12-60 933127 4368264

SHEET 1 of 2

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

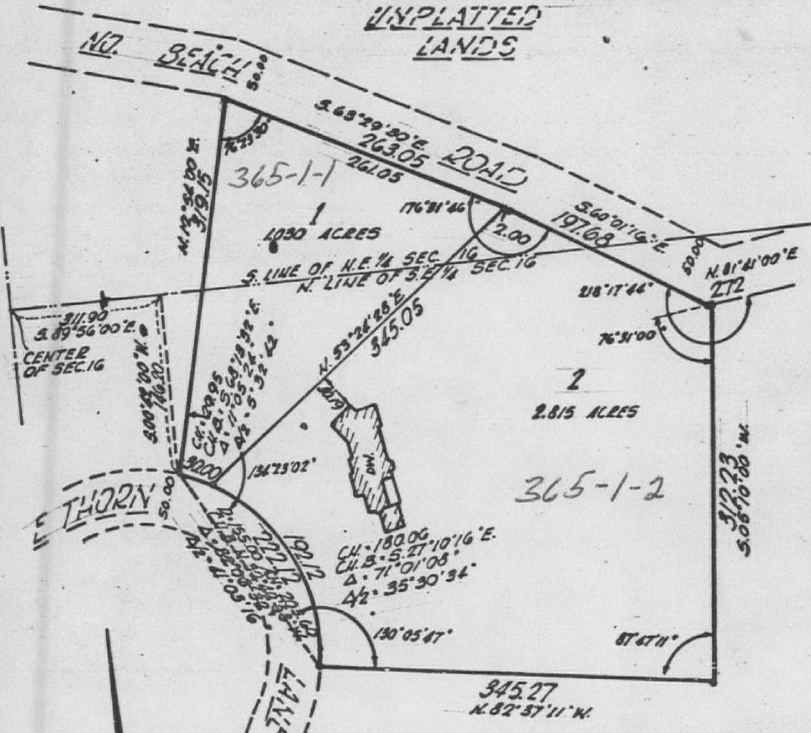
4368264

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

on JAN 12 1963 in
Reel 400 Image 526
Mulan Patten ⁵⁴ _{mal}
Register of Deeds

map # 784

UNPLATTED LANDS



NATIONAL SURVEY SERVICE
CIVIL ENGINEERS AND SURVEYORS
8729 W. VLIET ST. 256-9830
MILWAUKEE, WISCONSIN 53235
KENNETH E. BERKE - REGISTERED WIS. LAND SURVEYOR

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

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)

:SS

MILWAUKEE COUNTY (

I, KENNETH E. BERKE, a registered land surveyor, hereby certify

THAT I have surveyed, divided and mapped a parcel of land in the Village of Fox Point, Milwaukee County, Wisconsin, bounded and described as follows:
Commencing at a point 311.90 ft. South 89° 56' 00" East and 146.20 ft. South 00° 42' 00" West of the center of said Section 16; running thence North 12° 54' 00" East 319.15 ft. to a point; thence South 63° 29' 30" East 263.05 ft. to a point; thence South 60° 01' 16" East 197.68 ft. to a point; thence North 81° 41' 00" East 2.72 ft. to a point (said last 3 described courses being on and along the South line from North Beach Road); thence South 05° 10' 00" West 312.23 ft. to a point; thence North 82° 37' 11" West 345.27 ft. to a point; thence Northwesterly along the East line of East Thorn Lane 222.12 ft. on a curve whose radius is 155.00 ft. and whose center is to the West (the long chord of which bears North 32° 42' 58" West 203.68 ft.) to the place of beginning.

THAT I have made such survey, land division and map by the direction of
ELIZABETH OGDEN, owner of said land.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Ordinance No. 256 of the Subdivision regulations of the Village of Fox Point in surveying, dividing and mapping the same.

Dec. 22, 1967
Date

Kenneth E. Berke
Kenneth E Berke, Registered Wisconsin
Land Surveyor 8 107

AS OWNER, I hereby certify that I caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.
I ALSO CERTIFY that this plat is required by Ordinance No. 256 of the Subdivision Regulations of the Village of Fox Point, Wisconsin.

In The Presence of:
[Signature]
(Elisbeth M. Klöse)

[Signature]
(John Ogden)

Elizabeth Ogden
Elizabeth Ogden

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY (

PERSONALLY came before me this 26th day of December, 1967,
ELIZABETH OGDEN, owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

CERTIFIED SURVEY MAP

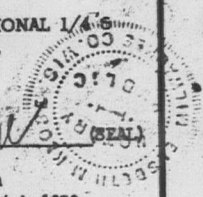
BEING A REDIVISION OF A PART OF THE N E 1/4 AND S E FRACTIONAL 1/4 S
OF SECTION 16, T 8 N, R 22 E, IN THE VILLAGE OF FOX POINT,
MILWAUKEE COUNTY, WISCONSIN.

Elsbeth M. Klose

(Elsbeth M. Klose)

Notary Public, State of Wisconsin

My Commission Expires June 14th 1970

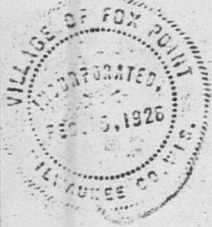


VILLAGE BOARD APPROVAL

APPROVED by the Village Board of the Village of Fox Point, in accordance with a resolution adopted on January 9, 1968

Signed

Evan C. Schwemer
Evan C Schwemer, Village President



Isabelle Galewski
Isabelle Galewski, Village Clerk

NATIONAL SURVEY SERVICE

CIVIL ENGINEERS AND SURVEYORS
8729 W. VLIET ST. 258-9830
MILWAUKEE, WISCONSIN 53208

KENNETH E. BERKE - REGISTERED WIS. LAND SURVEYOR

This instrument was drafted by Kenneth E Berke