

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: Resolution for acceptance of storm drainage, turn-around, sanitary, watermain and stormwater management and access easements for Avian Estates Subdivision located at W. Avian Ct. off of W. Puetz Rd.	12/3/13 ITEM NO. <i>6.6.</i>

Pursuant to the development of Avian Estates Subdivision, please be advised that it is necessary to accept storm drainage, turnaround, sanitary, watermain and stormwater management and access easements.

RECOMMENDATION

Motion to adopt Resolution 2013-_____, a resolution accepting storm drainage, turnaround, sanitary, watermain and stormwater management and access easements for Avian Estates Subdivision.

ML/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2013 - _____

A RESOLUTION FOR ACCEPTANCE OF STORM DRAINAGE, TURNAROUND,
SANITARY, WATERMAIN AND STORMWATER MANAGEMENT
AND ACCESS EASEMENTS
FOR AVIAN ESTATES SUBDIVISION
LOCATED AT W. AVIAN COURT. OFF OF W. PUETZ ROAD

WHEREAS, easements are required to install, maintain and operate storm drainage turnaround, sanitary, watermain and stormwater management and access easements for Avian Estates Subdivision; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easements and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2013, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

ML/db

STORM DRAINAGE EASEMENT

AVIAN ESTATES

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Avian Estates LLC, a limited liability company, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewers with manholes and catch basins, all as shown on the plan attached hereto as Exhibit "B," and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northwest Quarter (NW ¼) of Section Twenty-two (22), Township Five (5) North, Range Twenty-one (21) East in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit B attached hereto (the "Easement Area").

1. That said Easement Area, including the ground cover and landscaping within the area, shall be maintained by the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure, fence, plantings or other improvements may be placed within the limits of the Easement Area by the Grantor, except that improvements such as walks, pavements for driveways, parking lot surfacing, landscape planting and fence may be constructed if drainage swale is enclosed in storm sewer as approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.
4. That in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area,

and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

Exhibit A

(Description of the Property)

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN AT TUCKWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89-19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89-19'05" E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN AT TUCKAWAY CONDOMINIUM; THENCE S 00-24'36" E ALONG SAID WEST LINE OF PHASE I AREA, A DISTANCE OF 517.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE S 89-19'05" W ALONG THE NORTH LINE OF SAID ROAD, A DISTANCE OF 238.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 681.78 FEET, WHOSE CHORD BEARS N 71-51'26" W 439.99 FEET, A DISTANCE OF 448.00 FEET TO A POINT OF TANGENCY; THENCE N 53-01'57" W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, A DISTANCE OF 419.98 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 761.78 FEET, WHOSE CHORD BEARS N 62-31'57" W 251.46 FEET, A DISTANCE OF 252.62 FEET TO THE POINT OF BEGINNING.

Exhibit B

Legal Description and Depiction of the Facilities

(See Attached)

EXHIBIT B - STORM DRAINAGE EASEMENT

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼
OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

STORM DRAINAGE EASEMENT LEGAL DESCRIPTION

PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN:

BEING A PART OF AVIAN ESTATES, BEING A RE-DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE 1 AREA OF AVIAN TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915); AND MORE CLEARLY DESCRIBED AS:

AREA 1

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89°19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG AN ARC OF CURVE AND THE NORTHERLY RIGHT-OF-WAY OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 761.78 FEET, WHOSE CHORD BEARS S62°31'57"E 251.46 FEET, A DISTANCE OF 252.62 FEET TO A POINT OF TANGENCY THENCE S53°01'57"E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD 205.36 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF W. AVIAN COURT; THENCE N36°58'03"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N36°58'03"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.68 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF CURVE AND THE NORTHERLY RIGHT-OF-WAY OF SAID COURT, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 130.00 FEET, WHOSE CHORD BEARS N42°40'55"E 25.89 FEET, A DISTANCE OF 25.93 FEET; THENCE S84°05'18"W 69.71 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1; THENCE S53°01'57"E 48.51 FEET ALONG THE SOUTHERLY LINE OF LOT 1; TO THE POINT OF BEGINNING.

20' X 85' PERMANENT TURN-AROUND AND STORM DRAINAGE EASEMENT DESCRIPTION

PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN:

BEING A PART OF AVIAN ESTATES, BEING A RE-DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE 1 AREA OF AVIAN TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915); AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N89°19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89°19'05"E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE 1 AREA OF SAID AVIAN TUCKAWAY CONDOMINIUM, SAID POINT ALSO BEING ON THE EAST LINE OF AVIAN ESTATES; THENCE S00°24'36"E ALONG SAID EAST LINE, A DISTANCE OF 90.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°24'36"E ALONG SAID EAST LINE, A DISTANCE OF 85.00 FEET; THENCE S 89°19'05" W, A DISTANCE OF 20.00 FEET; THENCE N00°24'36"W, A DISTANCE OF 85.00 FEET; THENCE N89°19'05"E A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

20' STORM DRAINAGE, STORM WATER MANAGEMENT AND LANDSCAPE MAINTENANCE ACCESS EASEMENT

PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN:

BEING A PART OF AVIAN ESTATES, BEING A RE-DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE 1 AREA OF AVIAN TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915); AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89°19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89°19'05"E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO THE WEST LINE OF PHASE 1 AREA OF SAID AVIAN TUCKAWAY CONDOMINIUM, SAID POINT ALSO BEING ON THE EAST LINE OF AVIAN ESTATES; THENCE S00°24'36"E ALONG SAID EAST LINE, A DISTANCE OF 394.65; THENCE S36°12'13"W 45.92 FEET; THENCE N88°29'24"W 151.66 FEET TO THE POINT BEGINNING AND THE CENTERLINE OF A 20 FOOT EASEMENT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 8 AND THE SE CORNER OF LOT 9; THENCE N07°42'13"W, ALONG THE LOT LINE BETWEEN LOTS 8 AND 9, 144.82 FEET TO THE POINT OF TERMINUS AND THE SOUTHERLY RIGHT-OF-WAY LINE OF W. AVIAN COURT;

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°24'36"E	394.65'
L2	S36°12'13"W	45.92'
L3	N88°29'24"W	151.66'
L4	N07°42'13"W	144.82'
L5	S53°01'57"E	205.36'
L6	N36°58'03"E	42.26'
L7	N36°58'03"E	21.68'
L8	S84°05'18"W	69.71'
L9	S53°01'57"E	48.51'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	130.00'	25.93'	25.89'	N42°40'55"E	11°25'43"

PERMANENT TURN AROUND EASEMENT

Avian Estates

THIS EASEMENT is made by and between the AVIAN AT TUCKAWAY CONDOMINIUM ASSOCIATION, an unincorporated association, as Grantees (including successors and assigns of Grantees as may be or may become applicable), hereinafter referred to as "Association," and Avian Estates LLC, a limited liability company having offices at 13400 Bishop's Lane, Suite 270, Brookfield, WI 53005 as Owners (including successors and assigns of above Owners as may be or may become applicable), hereinafter called "Grantor", (if more than one Grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such as Grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the property); and

WHEREAS, the Association desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right of public ingress and egress and to operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable, a paved vehicular turn around and appurtenances thereto, initially constructed and paid for by Grantor, hereinafter collectively called the "Facilities", in, upon and across said portion of the Property: a permanent turn around easement, as shown on the plan attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the grant of the easement hereinafter described, the installation and maintenance of the Facilities by the Grantor, and the Association, and the payment of One Dollar (\$1.00) and other valuable consideration to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the Association a perpetual, non-exclusive permanent turn around easement, more particularly described on Exhibit "B" attached hereto (the "Easement area").

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. However, the Association shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury, or liability resulting from negligence or willful acts or omissions on the part of the Association, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Association or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity".
3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvements such as walks, pavements for driveways and landscaping may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Association clear and harmless from any claim for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Association for the full amount of such loss or damage.
5. That no charges or liens will be made against the property for the cost of maintenance, repair, replacement or operation of said Facilities in the property.
6. The Facilities shall be accessible for maintenance by the Association at all times. The owner shall submit plans for approval to the Association for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned, or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the Association, which approval shall not be unreasonably withheld, conditioned, or delayed.
8. The Association and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors, and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would

unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

9. The Association and Grantor each hereby waive all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy or insurance and that each party shall notify the other if such party's insurance would be so invalidated.

10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.

11. This easement may not be modified or amended, except by a writing executed and delivered by the Association and Grantor or their respective successors and assigns.

12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereby shall be construed as, or constitute, a waiver of acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

Exhibit A

(Description of the Property)

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN AT TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89-19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89-19'05" E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN AT TUCKAWAY CONDOMINIUM; THENCE S 00-24'36" E ALONG SAID WEST LINE OF PHASE I AREA, A DISTANCE OF 517.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE S 89-19'05" W ALONG THE NORTH LINE OF SAID ROAD, A DISTANCE OF 238.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 681.78 FEET, WHOSE CHORD BEARS N 71-51'26" W 439.99 FEET, A DISTANCE OF 448.00 FEET TO A POINT OF TANGENCY; THENCE N 53-01'57" W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, A DISTANCE OF 419.98 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 761.78 FEET, WHOSE CHORD BEARS N 62-31'57" W 251.46 FEET, A DISTANCE OF 252.62 FEET TO THE POINT OF BEGINNING.

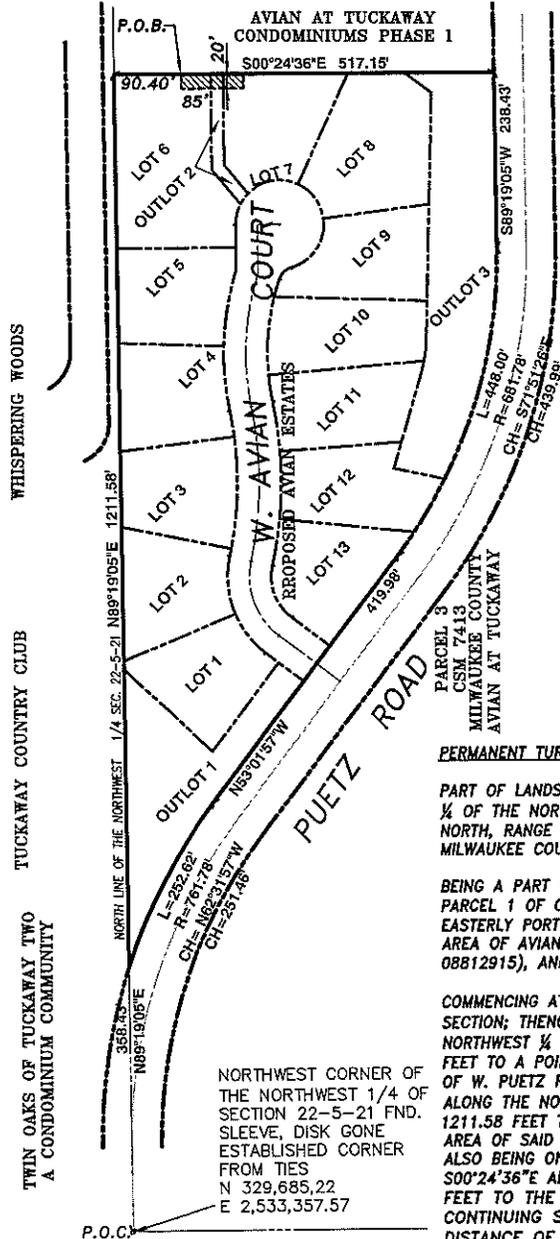
Exhibit B

Legal Description and Depiction of the Facilities

(See Attached)

EXHIBIT B - PERMANENT TURN AROUND EASEMENT

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



PERMANENT TURN-AROUND EASEMENT LEGAL DESCRIPTION

PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

BEING A PART OF AVIAN ESTATES, BEING A RE-DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

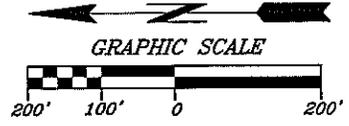
COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N89°19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89°19'05"E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN TUCKAWAY CONDOMINIUM, SAID POINT ALSO BEING ON THE EAST LINE OF AVIAN ESTATES; THENCE S00°24'36"E ALONG SAID EAST LINE, A DISTANCE OF 90.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°24'36"E, ALONG SAID EAST LINE, A DISTANCE OF 85.00 FEET; THENCE S 89°19'05" W, A DISTANCE OF 20.00 FEET; THENCE N00°24'36"W, A DISTANCE OF 85.00 FEET; THENCE N89°19'05"E A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 22-5-21 FND. SLEEVE, DISK GONE ESTABLISHED CORNER FROM TIES
 N 329,685.22
 E 2,533,357.57



5417 North 118th Court, Milwaukee, WI. 53225
 TEL (414)-616-4880 FAX (414)-616-4885

Project: 08-15-13-014



SANITARY SEWER EASEMENT

AVIAN ESTATES

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Avian Estates LLC, a limited liability company as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a sanitary sewer and associated manholes, all as shown on the plan attached hereto as Exhibit "B."

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant to the City a permanent easement in the part of the Northwest Quarter (NW ¼) of Section Twenty-two (22), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit B attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns.).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed with the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.

6. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station, the City shall remove the lift station, manholes, piping and the enclosure and cause the prompt restoration to a smooth surface contour and neat condition restoring the Easement Area into a condition similar to the remaining parcel as described in Exhibit "A".

Exhibit A

Description of the Property

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN AT TUCKWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89-19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89-19'05" E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN AT TUCKAWAY CONDOMINIUM; THENCE S 00-24'36" E ALONG SAID WEST LINE OF PHASE I AREA, A DISTANCE OF 517.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE S 89-19'05" W ALONG THE NORTH LINE OF SAID ROAD, A DISTANCE OF 238.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 681.78 FEET, WHOSE CHORD BEARS N 71-51'26" W 439.99 FEET, A DISTANCE OF 448.00 FEET TO A POINT OF TANGENCY; THENCE N 53-01'57" W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, A DISTANCE OF 419.98 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 761.78 FEET, WHOSE CHORD BEARS N 62-31'57" W 251.46 FEET, A DISTANCE OF 252.62 FEET TO THE POINT OF BEGINNING.

Exhibit B

Legal Description and Depiction of the Facilities

(See Attached)

EXHIBIT B - SANITARY & WATER MAIN EASEMENT

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼
OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SANITARY AND WATER MAIN EASEMENT LEGAL DESCRIPTION

PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

BEING A PART OF AVIAN ESTATES, BEING A RE-DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

AREA 1

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89°19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89°19'05"E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN TUCKAWAY CONDOMINIUM, SAID POINT ALSO BEING ON THE EAST LINE OF AVIAN ESTATES; THENCE S00°24'36"E ALONG SAID EAST LINE, A DISTANCE OF 131.07 FEET TO THE POINT BEGINNING; THENCE S84°35'15"W A DISTANCE OF 221.07 FEET; THENCE S00°24'36"E A DISTANCE OF 2.92 FEET; THENCE S89°35'49"W A DISTANCE OF 82.45 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. AVIAN COURT; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 380.00 FEET, WHOSE CHORD BEARS S75°19'52"E 38.48 FEET, A DISTANCE OF 38.49 FEET TO A POINT; THENCE N89°35'24"E A DISTANCE OF 60.56 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF CURVE, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 60.00 FEET, WHOSE CHORD BEARS S71°28'31"E 38.94 FEET, A DISTANCE OF 39.66 FEET; THENCE N84°35'15"E 168.78 FEET TO THE EAST LINE OF AVIAN ESTATES; THENCE N00°24'36"W ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

AREA 2

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89°19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89°19'05"E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN TUCKAWAY CONDOMINIUM, SAID POINT ALSO BEING ON THE EAST LINE OF AVIAN ESTATES; THENCE S00°24'36"E ALONG SAID EAST LINE, A DISTANCE OF 131.07 FEET; THENCE S84°35'15"W A DISTANCE OF 221.07 FEET; THENCE S00°24'36"E A DISTANCE OF 2.92 FEET; THENCE S89°35'49"W A DISTANCE OF 82.45 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. AVIAN COURT, TO A POINT OF CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 380.00 FEET, WHOSE CHORD BEARS N87°08'14"W 117.73 FEET, A DISTANCE OF 118.20 FEET TO THE POINT OF BEGINNING OF AREA 2; THENCE N81°51'21"W A DISTANCE OF 202.52 FEET; THENCE S77°45'38"W A DISTANCE OF 115.93 FEET; THENCE S57°32'27"W A DISTANCE OF 96.87 FEET; THENCE S45°53'56"W A DISTANCE OF 51.57 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PUETZ ROAD; THENCE S53°01'57"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 34.23 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF W. AVIAN COURT; THENCE N36°58'03"E, ALONG SAID RIGHT-OF-WAY LINE OF W. AVIAN COURT, A DISTANCE OF 63.93 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF CURVE AND THE NORTHERLY RIGHT-OF-WAY OF SAID COURT, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 130.00 FEET, WHOSE CHORD BEARS N69°44'11"E 140.73 FEET, A DISTANCE OF 148.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF CURVE, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 470.00 FEET, WHOSE CHORD BEARS S89°37'09"E 197.44 FEET, A DISTANCE OF 198.92 FEET, TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF CURVE, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 380.00 FEET, WHOSE CHORD BEARS N81°06'13"E 37.76 FEET, A DISTANCE OF 37.77 FEET TO THE POINT OF BEGINNING.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	380.00'	38.49'	38.48'	S75°19'52"E	05°48'14"
C2	60.00'	39.66'	38.94'	S71°28'31"E	37°52'10"
C3	380.00'	118.20'	117.73'	N87°08'14"W	17°49'21"
C4	130.00'	148.70'	140.73'	N69°44'11"E	65°32'16"
C5	470.00'	198.92'	197.44'	S89°37'09"E	24°14'58"
C6	380.00'	37.77'	37.76'	N81°06'13"E	05°41'43"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°24'36"E	131.07'
L2	S84°35'15"W	221.07'
L3	S00°24'36"E	2.92'
L4	S89°35'49"W	82.45'
L5	N89°35'24"E	60.56'
L6	N84°35'15"E	168.78'
L7	N00°24'36"W	30.11'
L8	N81°51'21"W	202.52'
L9	S77°45'38"W	115.93'
L10	S57°32'27"W	96.87'
L11	S45°53'56"W	51.57'
L12	S53°01'57"E	34.23'
L13	N36°58'03"E	63.93'

WATER MAIN EASEMENT

Avian Estates

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Avian Estates LLC, a limited liability company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated valves and fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant to the City a permanent easement in the part of the Northwest Quarter (NW ¼) of Section Twenty-two (22), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit B attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."
3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.

6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

Exhibit A

(Description of the Property)

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN AT TUCKWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89-19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89-19'05" E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN AT TUCKAWAY CONDOMINIUM; THENCE S 00-24'36" E ALONG SAID WEST LINE OF PHASE I AREA, A DISTANCE OF 517.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE S 89-19'05" W ALONG THE NORTH LINE OF SAID ROAD, A DISTANCE OF 238.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 681.78 FEET, WHOSE CHORD BEARS N 71-51'26" W 439.99 FEET, A DISTANCE OF 448.00 FEET TO A POINT OF TANGENCY; THENCE N 53-01'57" W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, A DISTANCE OF 419.98 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 761.78 FEET, WHOSE CHORD BEARS N 62-31'57" W 251.46 FEET, A DISTANCE OF 252.62 FEET TO THE POINT OF BEGINNING.

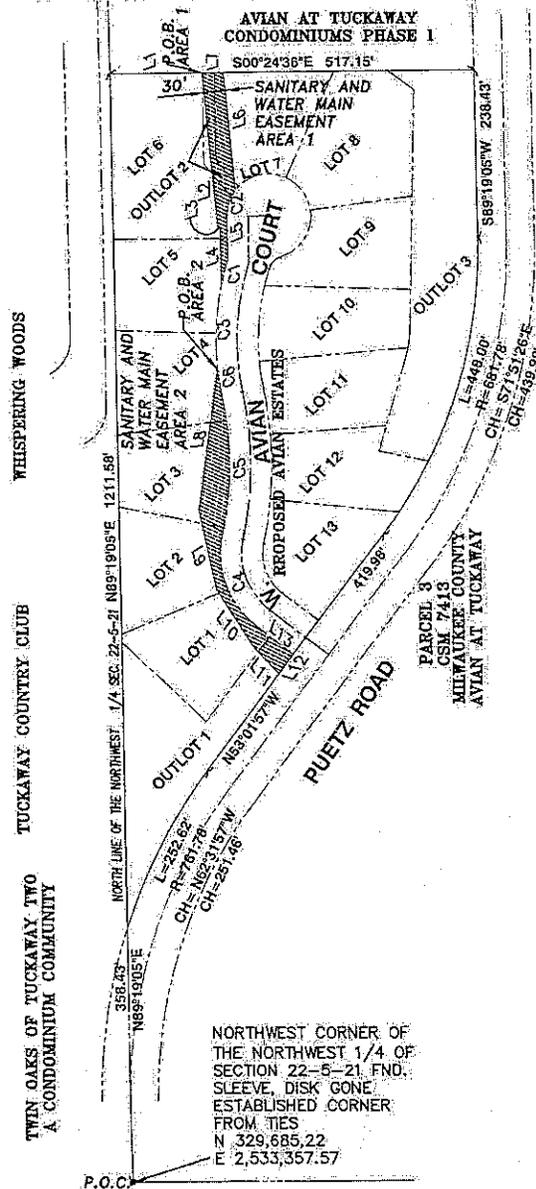
Exhibit B

Legal Description and Depiction of the Facilities

(See Attached)

EXHIBIT B - SANITARY & WATER MAIN EASEMENT

BEING A PART OF LANDS IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



McClure
Engineering Associates, Inc.

5417 North 118th Court,
TEL (414)-616-4880

Milwaukee, WI 53225
FAX (414)-616-4885

Project: 08-15-13-014

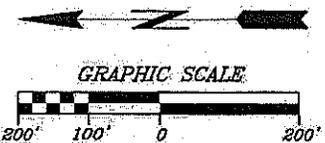


EXHIBIT B - SANITARY & WATER MAIN EASEMENT

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼
OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SANITARY AND WATER MAIN EASEMENT LEGAL DESCRIPTION

PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

BEING A PART OF AVIAN ESTATES, BEING A RE-DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413; (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

AREA 1

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89°19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89°19'05"E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN TUCKAWAY CONDOMINIUM, SAID POINT ALSO BEING ON THE EAST LINE OF AVIAN ESTATES; THENCE S00°24'36"E ALONG SAID EAST LINE, A DISTANCE OF 131.07 FEET TO THE POINT BEGINNING; THENCE S84°35'15"W A DISTANCE OF 221.07 FEET; THENCE S00°24'36"E A DISTANCE OF 2.92 FEET; THENCE S89°35'49"W A DISTANCE OF 82.45 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. AVIAN COURT; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 380.00 FEET, WHOSE CHORD BEARS S75°19'52"E 38.48 FEET, A DISTANCE OF 38.48 FEET TO A POINT; THENCE N89°35'24"E A DISTANCE OF 60.56 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF CURVE, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 60.00 FEET, WHOSE CHORD BEARS S71°28'31"E 38.94 FEET, A DISTANCE OF 39.66 FEET; THENCE N84°35'15"E 168.78 FEET TO THE EAST LINE OF AVIAN ESTATES; THENCE N00°24'36"W ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

AREA 2

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89°19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89°19'05"E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN TUCKAWAY CONDOMINIUM, SAID POINT ALSO BEING ON THE EAST LINE OF AVIAN ESTATES; THENCE S00°24'36"E ALONG SAID EAST LINE, A DISTANCE OF 131.07 FEET; THENCE S84°35'15"W A DISTANCE OF 221.07 FEET; THENCE S00°24'36"E A DISTANCE OF 2.92 FEET; THENCE S89°35'49"W A DISTANCE OF 82.45 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. AVIAN COURT; THENCE WESTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 380.00 FEET, WHOSE CHORD BEARS N87°08'14"W 117.73 FEET, A DISTANCE OF 118.20 FEET TO THE POINT OF BEGINNING OF AREA 2; THENCE N81°51'21"W A DISTANCE OF 202.52 FEET; THENCE S77°45'38"W A DISTANCE OF 115.93 FEET; THENCE S57°32'27"W A DISTANCE OF 96.87 FEET; THENCE S45°53'56"W A DISTANCE OF 51.57 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PUETZ ROAD; THENCE S53°01'57"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 34.23 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF W. AVIAN COURT; THENCE N36°58'03"E ALONG SAID RIGHT-OF-WAY LINE OF W. AVIAN COURT, A DISTANCE OF 63.93 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF CURVE AND THE NORTHERLY RIGHT-OF-WAY OF SAID COURT, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 130.00 FEET, WHOSE CHORD BEARS N69°44'11"E 140.73 FEET, A DISTANCE OF 148.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF CURVE, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 470.00 FEET, WHOSE CHORD BEARS S89°37'09"E 197.44 FEET, A DISTANCE OF 198.92 FEET, TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF CURVE, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 380.00 FEET, WHOSE CHORD BEARS N81°06'13"E 37.76 FEET, A DISTANCE OF 37.77 FEET TO THE POINT OF BEGINNING.

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	380.00'	38.49'	38.48'	S75°19'52"E	05°48'14"
C2	60.00'	39.66'	38.94'	S71°28'31"E	37°52'10"
C3	380.00'	118.20'	117.73'	N87°08'14"W	17°49'21"
C4	130.00'	148.70'	140.73'	N69°44'11"E	65°32'16"
C5	470.00'	198.92'	197.44'	S89°37'09"E	24°14'58"
C6	380.00'	37.77'	37.76'	N81°06'13"E	05°41'43"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°24'36"E	131.07'
L2	S84°35'15"W	221.07'
L3	S00°24'36"E	2.92'
L4	S89°35'49"W	82.45'
L5	N89°35'24"E	60.56'
L6	N84°35'15"E	168.78'
L7	N00°24'36"W	30.11'
L8	N81°51'21"W	202.52'
L9	S77°45'38"W	115.93'
L10	S57°32'27"W	96.87'
L11	S45°53'56"W	51.57'
L12	S53°01'57"E	34.23'
L13	N36°58'03"E	63.93'

STORM WATER MANAGEMENT AND LANDSCAPE MAINTENANCE ACCESS EASEMENT

Avian Estates

THIS EASEMENT is made by and between AVIAN ESTATES OWNERS ASSOCIATION, an unincorporated association, hereinafter called "Association," and the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and AVIAN ESTATES LLC, a limited liability company, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B." and the landscaping on Outlot 3; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northwest Quarter (NW ¼) of Section Twenty-two (22), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit B attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Association at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals

ON THIS DATE OF: November 15, 2013

Avian Estates LLC
 By: MLG Private Fund LLC
 By: MLG PF Manager LLC

By: [Signature]
 Timothy J. Wallen, President

STATE OF Wisconsin
 COUNTY OF Waukesha

ss

Before me personally appeared on the 15 day of November, A.D. 2013, Timothy J. Wallen, President, MLG Private Fund, sole member of Avian Estates LLC, to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

[Signature]
 NOTARY PUBLIC Lynn Maikowski
 My commission expires 11/8/15



CITY OF FRANKLIN

By: _____
 Thomas M Taylor, Mayor

By: _____
 Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this _____ day of _____ A.D. 20__ before me personally appeared Thomas M. Taylor and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 20__.

 Notary Public, Milwaukee County, Wisconsin
 Print Name _____
 My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Date:

Approved as to form only

Date:

City Engineer

City Attorney

Exhibit A

(Description of the Property)

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE I AREA OF AVIAN AT TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89-19'05"E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89-19'05" E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE I AREA OF SAID AVIAN AT TUCKAWAY CONDOMINIUM; THENCE S 00-24'36" E ALONG SAID WEST LINE OF PHASE I AREA, A DISTANCE OF 517.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE S 89-19'05" W ALONG THE NORTH LINE OF SAID ROAD, A DISTANCE OF 238.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 681.78 FEET, WHOSE CHORD BEARS N 71-51'26" W 439.99 FEET, A DISTANCE OF 448.00 FEET TO A POINT OF TANGENCY; THENCE N 53-01'57" W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, A DISTANCE OF 419.98 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 761.78 FEET, WHOSE CHORD BEARS N 62-31'57" W 251.46 FEET, A DISTANCE OF 252.62 FEET TO THE POINT OF BEGINNING.

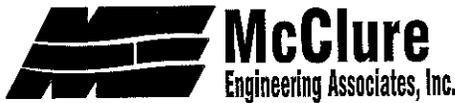
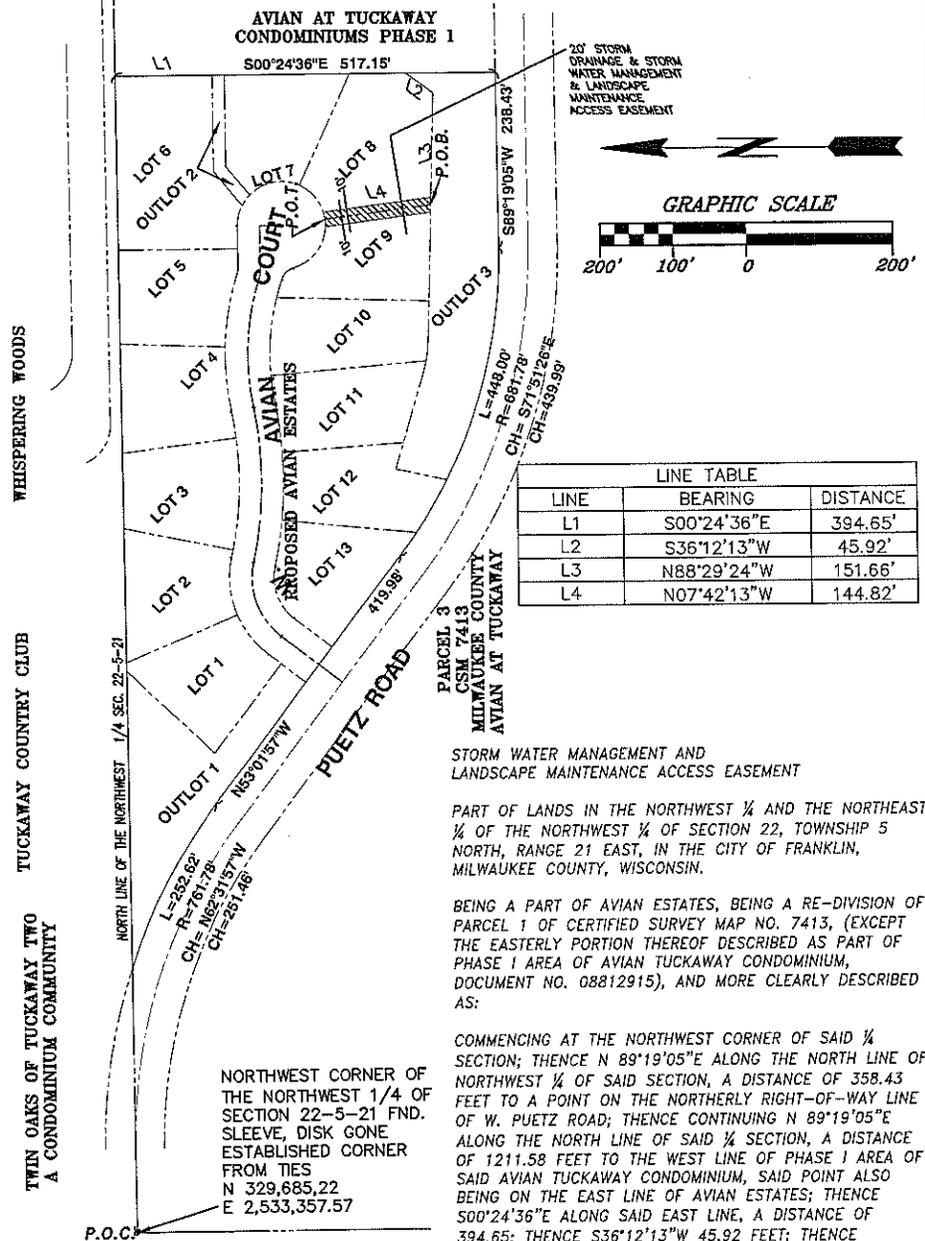
Exhibit B

Legal Description and Depiction of the Facilities

(See Attached)

EXHIBIT B - STORM WATER MANAGEMENT AND LANDSCAPE MAINTENANCE ACCESS EASEMENT

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



5417 North 118th Court,
TEL (414)-616-4880

Milwaukee, WI. 53225
FAX (414)-616-4885

Project: 08-15-13-014

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>December 3, 2013</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution to Release Previously Required and Recorded Public Easements Upon Property Now Within the Avian Estates Subdivision as the Public Needs Served by Such Prior Easements Have Been Met with the Easements Required as a Condition of the Approval of the Avian Estates Subdivision Plat</p>	<p>ITEM NUMBER</p> <p><i>G.7.</i></p>

Attached is a copy of the above Resolution. The purpose of same is to make the real estate records for the subject property simply clear of prior public easements which are no longer necessary as they have been replaced by all necessary public easements required upon the approval at the last Common Council meeting of the Avian Estates Subdivision Final Plat.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution to Release Previously Required and Recorded Public Easements Upon Property Now Within the Avian Estates Subdivision as the Public Needs Served by Such Prior Easements Have Been Met with the Easements Required as a Condition of the Approval of the Avian Estates Subdivision Plat.

RESOLUTION NO. 2013-_____

A RESOLUTION TO RELEASE PREVIOUSLY REQUIRED AND RECORDED PUBLIC EASEMENTS UPON PROPERTY NOW WITHIN THE AVIAN ESTATES SUBDIVISION AS THE PUBLIC NEEDS SERVED BY SUCH PRIOR EASEMENTS HAVE BEEN MET WITH THE EASEMENTS REQUIRED AS A CONDITION OF THE APPROVAL OF THE AVIAN ESTATES SUBDIVISION PLAT

WHEREAS, the Avian Estates Subdivision Final Plat was approved by the Common Council at its regular meeting on November 19, 2013, such approval and Final Plat including all necessary easements required to properly serve the property and the public; and

WHEREAS, the property within the Avian Estates Subdivision Final Plat was previously subject to a subdivision plat and denominated thereon as a future phase of such subdivision, though with public easements imposed thereon, including a water main easement, recorded on June 29, 2004, as Document No. 08812919; a storm drainage easement, recorded on June 29, 2004, as Document No. 08812922; a conservation easement, recorded on June 29, 2004, as Document No. 08812917; a storm water management easement, recorded on June 29, 2004, as Document No. 08812920; a storm drainage easement, recorded on June 29, 2004, as Document No. 08812923; and a sanitary sewer easement, recorded on June 29, 2004, as Document No. 08812916; and

WHEREAS, the public purposes which required the imposition of the above-described easements are now served by easements required by the approval of the Avian Estates Subdivision Final Plat; and

WHEREAS, the Final Plat for Avian Estates Subdivision encompasses those lands more particularly described as follows:

BEING A PART OF LANDS IN THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

BEING A RE-DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7413, (EXCEPT THE EASTERLY PORTION THEREOF DESCRIBED AS PART OF PHASE 1 AREA OF AVIAN TUCKAWAY CONDOMINIUM, DOCUMENT NO. 08812915), AND MORE CLEARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION; THENCE N 89°19'05" E ALONG THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION, A DISTANCE OF 358.43 FEET TO THE POINT OF

BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE CONTINUING N 89°19'05" E ALONG THE NORTH LINE OF SAID ¼ SECTION, A DISTANCE OF 1211.58 FEET TO A POINT ON THE WEST LINE OF PHASE 1 AREA OF SAID AVIAN TUCKAWAY CONDOMINIUM; THENCE S 00°24'36" E ALONG SAID WEST LINE OF PHASE 1 AREA, A DISTANCE OF 517.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD; THENCE S 89°19'05" W ALONG THE NORTH LINE OF SAID ROAD, A DISTANCE OF 238.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 681.78 FEET, WHOSE CHORD BEARS N 71°51'26" W 439.99 FEET, A DISTANCE OF 448.00 FEET TO A POINT OF TANGENCY; THENCE N 53°01'57" W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, A DISTANCE OF 419.98 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 761.78 FEET, WHOSE CHORD BEARS N 62°31'57" W 251.46 FEET, A DISTANCE OF 252.62 FEET TO THE POINT OF BEGINNING; and

WHEREAS, while the Wisconsin Statutes do not specifically require separate action to release easements required by a prior plat approval upon lands now subject to a subsequent plat approval, the Common Council having determined it appropriate to specifically release such prior plat approval required easements for the purpose of setting a clear record with regard to public easements and the lands subject to the Avian Estates Subdivision Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having determined it appropriate to release of record those prior recorded public easements which are now replaced by public easements required by the approval of the Avian Estates Subdivision Final Plat.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the water main easement, recorded on June 29, 2004, as Document No. 08812919; the storm drainage easement, recorded on June 29, 2004, as Document No. 08812922; the conservation easement, recorded on June 29, 2004, as Document No. 08812917; the storm water management easement, recorded on June 29,

RESOLUTION NO. 2013-_____

Page 3

2004, as Document No. 08812920; the storm drainage easement, recorded on June 29, 2004, as Document No. 08812923; and the sanitary sewer easement, recorded on June 29, 2004, as Document No. 08812916, be and the same are hereby waived and released.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/3/13
Reports & Recommendations	SUBJECT: Resolution authorizing officials to execute a Survey Services Proposal for the proposed new sewer and water utility operations building	ITEM NO. <i>6.8.</i>

BACKGROUND

Pursuant to the passage of the City's 2014 Budget, in which a new sewer and water utility operations building was included. Staff is requesting that survey services be performed prior to the onset of winter. A proposal from Graef, the selected civil site/architectural firm, dated November 18, 2013 is attached.

ANALYSIS

Graef performing full services on the project was previously selected after going through a complete quality based selection process of architectural/civil/site firms. Authorization was given at that time to proceed with space needs and preliminary plans and was given by the Mayor and Council based on a recommendation by the Franklin Board of Water Commissioners. The lead architect, who would service as project manager, has served in similar duties in the development of the Public Works Garage. That facility being well received in design and functionality.

By performing field survey of the project site at 5550 W. Airways Drive, the services will be performed most efficiently prior to winter.

The Board of Water Commissioners approved this proposal at their meeting on November 19, 2013.

OPTIONS

Adopt resolution
or
Table

FISCAL NOTE

The proposal provides a cost of \$5,600, a lump sum plus some minor reimbursable expenses. These costs being included in the proposed building cost of \$3,000,000.

RECOMMENDATION

Motion to adopt Resolution 2013 - _____ a resolution authorizing officials to execute a Survey Services Proposal for the proposed new sewer and water utility operations building. This proposal being subject to review and approval of City Attorney.

RJR/sg
Encl.

RESOLUTION NO. 2013 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE A SURVEY SERVICES PROPOSAL FOR THE PROPOSED NEW SEWER AND WATER UTILITY OPERATIONS BUILDING

WHEREAS, the need for the construction of a new sewer and water utility operations building exists; and

WHEREAS, the City has utilized a quality selection process to select an architectural/civil site consultant to begin a design process; and

WHEREAS, a selection committee unanimously found Graef-USA, Inc. as the most qualified firm to design this building; and

WHEREAS, Graef has developed conceptual plans based on space needs; and

WHEREAS, Graef has now submitted a proposal to perform necessary survey; and

WHEREAS, Graef has indicated these services will be performed for a lump sum of \$5,600; and

WHEREAS, the existing facility and a conceptual proposed building design have been reviewed by the Mayor, Common Council and staff; and

WHEREAS, a project cost of a new sewer and water utility operations building in the estimated amount of \$3,000,000 is included in the 2014 budget; and

WHEREAS, funds for these survey services would be taken from this project account in the City's 2014 budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, which the Mayor and City Clerk are, authorized to execute proposal whereby Graef-USA, Inc. shall provide survey services in a lump sum fee of \$5,600.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/sg



collaborate / formulate / innovate

November 18, 2013

Mr. John Bennett, P.E.
City Engineer
City of Franklin - Engineering Department
9229 West Loomis Road
Franklin, WI 53132

Subject: **Survey Services Proposal for the
Proposed New Sewer and Water Utility Operations Building**
GRAEF Project No. 2013-0168.01

Dear Mr. Bennett:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Franklin (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for a topographic survey of the site for the proposed new City of Franklin Sewer and Water Utility Operations Building (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to provide a complete topographic survey of the existing site of the City of Franklin Sewer and Water Utility operations facilities on Airways Avenue, and of the adjacent site directly to the east which has been purchased by the City of Franklin.

For this Project, GRAEF proposes to provide the following Basic Services:

SITE SURVEY SERVICES

- Contact Diggers Hotline service to have underground utilities marked on the ground surface for Survey Crew to locate. All utility markings provided by this service will be included on the survey drawing. Additional utility information will be based on mapping provided to GRAEF by the Client.
- Complete a topographic survey based on field measurements, to include:
 - location of existing visible features of the site (buildings, utilities, walks, roads, etc.),
 - existing spot elevations and break lines at sufficient density to allow the generation of one-foot contour intervals,
 - location of utility markings provided by others, and
 - as-built measurements of storm and sanitary sewer rim and invert locations and elevations.
- Prepare a topographic map showing existing features and field verified contour lines on one-foot contour intervals.



collaborate / formulate / innovate

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- within 30 days of a signed contract.

At your written request, GRAEF will provide the following Additional Services for additional compensation:

- a Certified Survey Map (CSM).

For this Project, it is our understanding Client will provide the following services, items and/or information:

- Access to the project site.
- Any available mapping and or marking of private utility lines on or serving the subject property.
- Existing building drawings.

For all Site Survey Services, Client agrees to compensate GRAEF a lump sum fee of \$5,600.

Reimbursable expenses including mileage, printing and plan review fees will be invoiced separately at cost.

Please feel free to contact me to discuss any details of this proposal.

To accept this proposal, please sign and date this proposal and return a copy to GRAEF. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing these services to the City of Franklin.

Sincerely,

Graef-USA Inc.

Mark J. Rapant, AIA, P.E.
Project Manager

Michael N. Paulos, P.E.
Principal

Accepted by: City of Franklin

(Signature)

(Name Printed)

(Title)

Date: _____

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/03/2013</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Contract with MSGovern for Data Conversion</p>	<p>ITEM NUMBER</p> <p><i>G.9.</i></p>

The 2013 budget provides \$16,500 for a capital outlay purchase in Building Inspection for the conversion of historical building permit data from Cornerstone, the prior permitting software system, into the Govern Database. Cornerstone was a DOS-based software product for permits used from 1991 to 2002. In 2002, the City changed to Govern and has been using it successfully since 2002. In 2012, the City started using Windows 7 as our workstation OS and has not been able to access old DOS versions of software in Windows 7. The migration to Windows 7 is required because Microsoft is eliminating support for XP versions in early 2014. In anticipation of this deadline, the City budgeted for the data conversion in 2013, which will configure and import the Cornerstone database into the current Govern operating system.

The City has excess of 44,000 permits in Cornerstone and needs to be able to look up information and print reports for the public as well as for staff. Building permits and building inspection information is one of the record classifications in Wisconsin that must be maintained; these records cannot be deleted. The best and most efficient option is to convert these records to Govern records, so staff can access them in the current permitting system program.

This is a budgeted item. Staff recommends approval.

COUNCIL ACTION REQUESTED

Authorize the Director of Administration to accept and execute the "Quote" in the amount of \$16,500 from MSGovern for data conversion services, dated October 31, 2013.



1600 Rene-Levesque West
 Suite 620, Montreal, QC
 H3H 1P9
 Phone: (800) 561-8168
 Fax: (514) 876-4569

424 South Woods Mill Rd.
 Suite 310, Chesterfield, MO
 63017
 Phone: (800) 383-6029
 Fax: (314) 275-8776

Quote

Customer: Franklin, City of, WI
 Contact Name: Fred Baumgart

Quote #: MSGOV2293
 Suite: Govern

SUBJECT: Cornerstone Permit Data Conversion

Description:

Total Price: \$16,500.00 (USD)

Convert historical permit data from Cornerstone software dbf files (appears to be a Clipper-based application) into current Govern system.

Services to be provided total up to 100 hours with an approximate breakdown as follows:

- a) Data mapping of legacy permit data to existing Govern fields – 24 hours. MS Govern will provide statistical information regarding the Cornerstone data and the City and MS Govern staff will jointly review and map the data to Govern fields. A data mapping document will be prepared clearly identifying the status of every data field in the Cornerstone database and the resulting data to be converted into the Govern system.
- b) Govern Configuration to accommodate legacy data if needed – 16 hours. MS Govern staff will identify any fields that need to be added to the Govern database in order to provide a location for the Cornerstone data to reside, and will assist the City in creating those fields if necessary.
- c) Data Conversion – 60 hours. MS Govern will provide SQL tables and routines to convert and migrate the Cornerstone data into the Govern Test database. The City will validate the converted data and identify any defects that need to be resolved. MS Govern will modify the routines as needed and re-run the routines to correct the defects. Once the City approves the conversion, the routines will be run once again in order to migrate the converted data into the Production system.

Total: 100 hours x \$165/hr = \$16,500 (Not to exceed)

- No fee transactional data will be converted from the Cornerstone database. However final fee values for permits and their component values (for example, impact fee versus permit fee) will be converted.
- No configuration data will be converted from the Cornerstone database as this information should already be in Govern.
- The "License" permit type will not be converted from the Cornerstone database
- All services will be provided remotely. No travel costs are anticipated for this work.
- Services will be billed monthly as rendered, net due 30 days.
- No increase to the Annual Maintenance will occur as a result of the services provided herein.

Prices are valid for 180 days from proposal date. All other terms and conditions stipulated in Customer and MS Govern's Agreements remain in force.

Prepared by:	<u>Bill Koperski</u>	Prepared on:	October 31, 2013
Accepted by:		Approval Date:	
Project #:		Work Order #:	
Internal Approval:		P.O. #:	

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/03/2013
REPORTS & RECOMMENDATIONS	2014 Property and Casualty Insurance Coverage	ITEM NUMBER <i>G.10.</i>

Since 2004, the City of Franklin has had its casualty insurance plans with the League of Wisconsin Municipalities Mutual Insurance Plan (LWMMI), agent being R&R Insurance, and the Local Government Property Insurance Fund (LGPIF). The Department of Administration has obtained quotes from these current agents and providers as well as obtained an additional quote from Chubb for the City's property insurance as new management at LGPIF has led to some changes that have pushed rates up resulting in an increase in property rates of \$8,120 for 2014. An increase in insurances, however, was anticipated and funded in the 2014 budget. As is discussed further below, the Director of Administration recommends continuing the City's current liability and property insurance policies for the 2014 year as are currently in place, with one minor exception.

The following table shows a summary of the 2013 premium costs and 2014 estimated premiums through R&R Insurance/LWMMI and the Local Government Property Insurance Fund (LGPIF). A big decrease of note is in Workers Compensation which is due to the State-calculated modification ratio that is based upon the last three years of claims history. The City's modification ratio decreased from .91 to 0.88.

Coverage	2013 Cost	2014 Cost	Carrier
Buildings/Personal Property	\$37,628	\$45,748	LGPIF
Contractors Equip.	4,616	4,673	LGPIF
Monies/Securities	1,699	(See Crime & M/S below)	
Subtotal-Property Insurance	\$43,943	\$50,421	LGPIF
General Liability	103,404	104,955	R&R Ins./LWMMI
Police Professional	43,409	44,060	R&R Ins./LWMMI
Public Officials	54,552	55,370	R&R Ins./LWMMI
Auto Liability	30,305	30,503	R&R Ins./LWMMI
Auto Physical Damage	38,753	39,952	R&R Ins./LWMMI
Umbrella	15,484	15,484	R&R Ins./McGowan-American Alt.
Crime & Monies/Securities	1,487	2,363	R&R Ins./CNA
Boiler & Machinery	5,331	5,859	R&R Ins./Liberty Mutual
Storage Tank	3,227	3,424	R&R Ins./Nautilus
Workers Compensation	386,497	369,270	R&R Ins./United Heartland
Subtotal-Liability Insurance	\$682,449	\$671,240	
Total - Property & Liability	\$726,392	\$721,661	

The 2014 Insurance Budget includes a total amount of \$763,405. Also note that the City received a dividend check this year from the League of Wisconsin Municipalities in the amount of \$58,192 for the 2012 policy year. As such, there are sufficient appropriations to fund the proposed policies. Excluding the Workers Compensation portion of the insurances, the total is only \$620, or less than 0.2%, over budget.

The minor exception noted above was a change in the Monies/Securities coverage, which only deals with third party losses (non-employee theft), which was previously provided by LPGIF for \$1,699. Incorporating this coverage into the employee crime policy (with CNA, our current provider) can increase the coverage for employee crime from \$300,000 to \$500,000. There is a reduction in Monies/Securities coverage during the peak tax period, but the level of coverage still significantly exceeds the amount of cash on hand at any one time.

Although the quote from Chubb came in slightly lower (a difference of less than 3% on the non-workers compensation portion of the account), it does not provide complete "apples to apples" comparison in some categories. Additionally, some of the intangibles are worth consideration. For example, LGPIF, which was established specifically for Wisconsin local governments, has traditionally been very responsive to municipal needs and flexible in policy language and application, as has LWMMI. The City, on the other hand, has not had any experience with Chubb. Nonetheless, as LGPIF has increased rates and slightly modified coverage levels (for example, we do know that LGPIF has reduced their flood and surface water coverage for next year after some heavy losses in the last few years), Chubb has become more aggressive and competitive. I am, however, reluctant, at this point, to recommend switching without a detailed review of policies and coverage levels and an evaluation of competitors' service records. Therefore, in the future, I will likely bring back a request to hire an independent insurance consultant during the summer to review the policies and coverage levels in detail in order to provide professional, experienced recommendations on the matter. That review could be completed in time for its consideration at next year's renewal.

COUNCIL ACTION REQUESTED

Authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance, the Local Government Property Insurance Fund, and CNA, as noted above, for the upcoming 2014 year, including incorporating the Monies/Securities coverage within the CNA Crime policy and to further authorize release of premium payments in accordance with or as required by said policy documents.

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/03/2013</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A Resolution Adopting a Policy that the City of Franklin's Employee Health Benefit Plan shall Maintain a Level of Benefits to Ensure that the City is not Subject to the Affordable Care Act's "Cadillac Tax"</p>	<p>ITEM NUMBER</p> <p><i>G.11.</i></p>

One of the most significant, and controversial, provisions of the Affordable Care Act is the new excise tax on high-cost health plans proposed to both slow the rate of growth of health costs and finance the expansion of health coverage. The provision is often called the "Cadillac" tax because it targets so-called Cadillac health plans that provide workers the most generous level of health benefits. Such high-end health plans are characterized by largely employer-paid premiums, low deductibles, and little cost-sharing for employees.

The Affordable Care Act assesses a 40 percent excise tax, beginning in 2018, on the cost of coverage for health plans that exceed a certain annual limit (\$10,200 for individual coverage and \$27,500 for self and spouse or family coverage). Health insurance issuers and sponsors of self-funded group health plans must pay the tax of 40 percent of any dollar amount beyond the caps that is considered "excess" health spending. Details for the administration of the excise tax have yet to be determined and changes in the current law or through administrative rules could definitely affect the final outcome before 2018.

It is worth noting that a Cadillac plans' high cost is not always or fully explained by their unusually generous level of health benefits. Other major reasons for their high costs could include the health status, age, and gender of the workforce covered by the plan as well as enrollees' work industry or the geography (higher medical costs in some regions versus others) represented. To account for variation in plan costs that may result from these differences, the excise tax thresholds were adjusted in the health reform law, although the details of the adjustments have yet to be announced.

The City's current benefit level is less than three-quarters of the established benefit level. Nonetheless, continued plan management and benefit evaluation is necessary to ensure that the City's plan always remains below the excise tax limits in order to avoid this potentially substantial added cost. If it is the City's intent to manage its health plan and health plan costs in such a manner, it would be appropriate to make such a policy statement so that current and future employees are aware of such policy guidance. Additionally, such a policy statement will be useful in annual insurance reviews and in periodic OPEB evaluations, as prepared by an actuary on behalf of the City.

As such, employees and citizens should be aware of the City's intent to ensure that it remains below any such level. If a detailed report on the topic is necessary one can be prepared. Suffice it to say, that a detailed report is probably not necessary to adopt a policy statement that the City intends to manage its health benefits plan in such a manner to ensure it is never subject to the Affordable Care Act's excise tax known as the "Cadillac Tax."

The attached Resolution establishes such a policy. Staff recommends approval.

Please note that the above text and resolution borrows heavily from the "Health Affairs – Health Policy Briefs" page of the Project HOPE: The People-to-People Health Foundation website located at http://www.healthaffairs.org/healthpolicybriefs/brief.php?brief_id=99.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2013-____, A Resolution Adopting a Policy that the City of Franklin's Employee Health Benefit Plan Shall Maintain a Level of Benefits to Ensure that the City is not Subject to the Affordable Care Act's "Cadillac Tax".

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2013-_____

A RESOLUTION ADOPTING A POLICY THAT THE CITY OF FRANKLIN'S
EMPLOYEE HEALTH BENEFIT PLAN SHALL MAINTAIN A LEVEL OF BENEFITS
TO ENSURE THAT THE CITY IS NOT SUBJECT TO THE AFFORDABLE CARE ACT'S
"CADILLAC TAX"

WHEREAS, the Affordable Care Act assesses a 40 percent excise tax, beginning in 2018, on the cost of coverage for health plans that exceed a certain annual limit, and sponsors of self-funded group health plans, such as the City of Franklin, must pay a tax of 40 percent of any dollar amount beyond the caps that is considered "excess" health spending; and

WHEREAS, details for the administration of the excise tax have yet to be determined; and

WHEREAS, the City's current benefit level is less than three-quarters of the established benefit level, but continued plan management and benefit evaluation is necessary to ensure that the City's plan always remains below the excise tax limits in order to avoid this potentially substantial added cost;

WHEREAS, it is appropriate to identify a clear policy statement that will guide the City's future actions and inform current and future employees and others who may have need to know of the manner in which the City intends to manage its health care costs and benefits.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin hereby adopt a policy that the City of Franklin's Employee Health Benefit Plan shall maintain a level of benefits to ensure that the City is not subject to the Affordable Care Act's "Cadillac Tax".

BE IT FURTHER RESOLVED, that staff is hereby directed to annually evaluate and recommend such steps or actions necessary to continue to take such incremental and affirmative steps toward ensuring compliance with said policy directive by 2018, and that the Director of Administration is authorized to amend the Employee Handbook to incorporate said policy reference.

All resolutions and parts of resolutions in contravention to this resolution are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of December, 2013 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 3rd day of December, 2013.

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

Sandra L. Wesolowski, Director of Clerk Services

AYES ___ NOES ___ ABSENT ___

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<p>APPROVAL</p> <p><i>slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/03/2013</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Recommendation of Personnel Committee to Adopt a Practice of Bidding Out Health Insurance Broker Services Every Three Years</p>	<p>ITEM NUMBER</p> <p><i>G.12</i></p>

At their meeting of November 18, 2013, the Personnel Committee approved the following motion: "Recommend that the City adopt a practice of bidding out insurance broker services every 3 years starting at a point as determined by the Common Council".

Staff concurs with the general practice of bidding out or re-evaluating contracted service providers approximately every three years. At the same time, due to workload and issues such as Act 10 changes, the health plan rewrite project (which took nearly two years), and federal law changes, the City has used Diversified Insurance as the broker for health, pharmacy, and third-party administrator services, as well as stop-loss insurance for at least the last 8 years. During that period their service contract, which is approximately \$50,000 of the +\$3.5 million health care costs, has not been solicited for bids. The Personnel Committee did note that the recommendation should not be considered a knock against Diversified but is, rather, a vote of support for competition.

Again, staff supports the recommendation, but cautions that a final decision to invest limited staff time in a bid process should be made in context of the Mayor and Common Council's priorities and directives at any given time. With that thought in mind, I have offered in parenthesis additional text the Council may wish to consider.

COUNCIL ACTION REQUESTED

Motion that the City adopt a practice of bidding out insurance broker services every 3 years starting at a point as determined by the Common Council, (and that the Director of Administration is hereby directed to initially implement the practice in 2014, unless otherwise postponed by the Common Council following its consideration of a report on workload, projects, and outstanding Common Council directives.)

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/03/13</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Committee of the Whole Recommendations</p>	<p>ITEM NUMBER</p> <p><i>G.13.</i></p>

The Council may act on recommendations from the Committee of the Whole meeting on December 2, 2013.

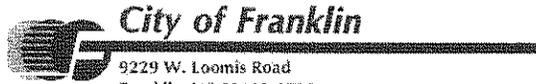
- A. Concept review for a proposed office/retail development (5600, 5602, and 5610 W. Rawson Avenue) (Blind Squirrel Development LLC, applicant).
- B. Update on property condition complaints.
- C. Reclassification of the Position of "Director of Administration" to "City Administrator".
- D. Wireless Emergency Network Service (WENS) contract between the City of Franklin and Inspiron Logistics. The Common Council may enter closed session pursuant to Wis. Stats. 19.85(1)(e) for consideration of deliberating or negotiating a service contract and conducting public business which requires a closed session for competitive or bargaining reasons, in order to consider amendment of the terms of the service contract, up to and including consideration of termination of the contract, and/or in accordance with Wis. Stats. 19.85(1)(g) to confer with legal counsel for the governmental body concerning strategy to be adopted by the body with respect to litigation in which the City is likely to become involved in relation to consideration of said contract termination, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/03/13
LICENSES AND PERMITS	MISCELLANEOUS PERMITS	ITEM NUMBER H.1.

See attached list from meeting of December 3, 2013.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

**License Committee
Agenda*
Alderman's Room
December 3, 2013 – 5:45 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
	License Applications Reviewed	Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator - New 2013-14	Cope, Katherine M 4032 S 77 th Street, Apt # 2 Milwaukee, WI 53220 Walgreen – S 76 th St			
Operator - New 2013-14	Schuster, Aaryn R 1828 E Eden Place St Francis, WI 53235 Three Cellars			
Operator - New 2013-14	Serchen, Graham W 10510 W Cortez Circle, #20 Franklin, WI 53132 Kwik Trip			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Fleet Reserve Association Branch 14 - Scholarships Fee Waivers: Labor Day Fair Permit Date of the Event(s): 8/31-9/1/2014 Location: St Martins Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin City Civic Celebrations Fee Waivers: Temporary Operator Licenses, Entertainment & Amusement License, Class B Beer & Wine, Soda and Park Permits Date of the Event(s): 7/3-7/5/2014 Location: Lions Legend Park I & II			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lions Club – Meetings & Fund Raisers Fee Waivers: St Martins Fair Permits, Park Permits, Temporary Class B Beer & Wine Licenses and Temporary Operators Licenses Date of the Event(s): 4/19, 7/8, 7/22, 8/13, 8/26, 8/31-9/1/2014 Location: St Martins Fair, Legend Park 1 and Ken Windl			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Park Concerts – Free Concerts Fee Waivers: Park Permits, Band Shell fees, Temporary Entertainment and Amusement License Date of the Event(s): 6/22, 7/6, 7/20, 8/3, 8/17/2014 Location: Legend Park I			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Dept – National Night Out Kick-off Fee Waivers: Park Permit, Temporary Entertainment & Amusement and Food License Date of the Event(s): 8/4/2014 Location: Library, Library Parking Lot and Legend Park 1 Baseball Field Area			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Safety City/Health Dept Fee Waivers: Park Permit Date of the Event(s): Summer 2014 (dates to be determined) Location: Ken Windl Park			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Saint Martin of Tours - Fund Raisers Fee Waivers: Labor Day Fair Permit, Temporary Class B Beer & Wine Temporary Entertainment & Amusement and Temp Operator Licenses Date of the Event(s): 2/15, 3/29, 5/16-18, 8/31-9/1, Fall/Winter fund raiser dates to be determined Location: St Martins Fair and Saint Martin of Tours Church or School			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	VFW Post 10394 Franklin-Hales Corners – Fund Raisers Fee Waivers: Temporary Entertainment & Amusement, Temporary Class B Beer and St Martins Fair Permit Date of the Event(s): 8/31-9/1/2014, Brat Fry fundraiser date(s) to be determined. Location: St Martins Fair, Pick n Save (Hwy 100 & Drexel, 76 th & Rawson)			

People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Knights of Columbus - Arts & Crafts Show Fee Waivers: Extraordinary Event, Temporary Class B Beer License and Temporary Operators License Date of the Event(s): 8/31/20143 Location: Sacred Heart School of Theology			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Victory of the Lamb Church – Fall Family Festival Fee Waivers: Park Permit, Temp Entertainment & Amusement, Food License Date of the Event(s): 10/04/14 Location: Lions Legend Park I			
3.	Adjournment	Time		

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.

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APPROVAL <i>Steve Paul</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/3/13
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1.

Attached is a list of vouchers dated November 25th and November 27th, 2013 Nos. 150165 through Nos. 150291 totaling 403,148.06

The net payroll dated November 29, 2013 is \$369,733.87 previously estimated at \$362,000.00. Estimated payroll deductions of \$183,000.00 will be reported with a revised Council Action sheet on December 3, 2013.

The estimated net payroll dated December 13, 2013 is \$318,000.00 with estimated payroll deduction of \$211,000.00

There were no property tax payments.

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range Nos 150165 through 150291 in the amount of \$403,148.06 dated November 25th and November 27th, 2013.

Motion approving the net payroll dated November 29, 2013 in the amount of \$369,733.98 (estimate previously approved at \$362,000.00) and payments of the various payroll estimated at \$183,000.00 plus any City matching payments, where required.

Motion approving the net payroll dated December 13, 2013 estimated at \$318,000.00 and payments of the various payroll deductions estimated at \$211,000.00 plus any City matching payments, where required.