

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 17, 2020
Reports & Recommendations	<b>A RESOLUTION FOR ACCEPTANCE OF EASEMENTS  FOR RYANWOOD MANOR  SANITARY SEWER, WATER MAIN, STORM DRAINAGE,  AND STORM WATER MANAGEMENT ACCESS ON THE  NORTHWEST CORNER OF  S. 76<sup>TH</sup> STREET AND W. OAKWOOD ROAD</b>	<b>ITEM NO.</b>  <i>G.5.</i>

**BACKGROUND**

Pursuant to the development of Ryanwood Manor, please be advised that it is necessary to accept easements for sanitary, water main, storm and storm water management access.

**ANALYSIS**

The attached easements include the land to accommodate the referenced public improvements and all applicable appurtenances. The public improvements and all applicable appurtenances will be accepted after construction is complete and applicable inspection and testing indicate that the facilities are satisfactorily installed per applicable plans and specifications.

**OPTIONS**

- A. Accept easements. Or
- B. Refer back to Staff with further direction.

**FISCAL NOTE**

None

**COUNCIL ACTION REQUESTED**

(Option A) Motion to adopt Resolution No. 2020 - \_\_\_\_\_, a resolution for acceptance of easements for Ryanwood Manor sanitary sewer, water main, storm drainage, and storm water management access on the northwest corner of S. 76<sup>th</sup> Street and W. Oakwood Road.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - \_\_\_\_\_

RESOLUTION FOR ACCEPTANCE OF EASEMENTS FOR RYANWOOD MANOR  
SANITARY SEWER, WATER MAIN, STORM DRAINAGE, AND STORM WATER  
MANAGEMENT ACCESS ON THE NORTHWEST CORNER OF S. 76TH STREET AND W.  
OAKWOOD ROAD

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WHEREAS, easements are required to maintain and operate a sanitary sewer, water main, and storm sewer system at Ryanwood Manor; and

WHEREAS, access to private storm water facilities may be needed.

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 a permanent sanitary sewer easement, water main easement, storm drainage easement, and storm water management access easement, therefore the Mayor and City Clerk are hereby authorized and directed to execute the easements accepting them on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easements 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 \_\_\_\_\_, 2020, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**STORM WATER MANAGEMENT ACCESS EASEMENT**

RYANWOOD MANOR

THIS EASEMENT is made by and between RYANWOOD MANOR HOMEOWNERS ASSOCIATION, an unincorporated 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 OAKWOOD AT RYAN CREEK 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"

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 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

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 Southeast Quarter of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C 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 0.50 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.
- 15 Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

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

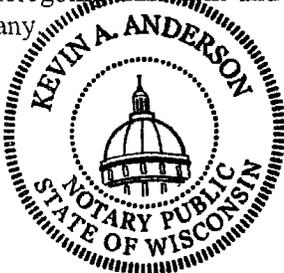
ON THIS DATE OF JUNE 17, 2019

OAKWOOD AT RYAN CREEK LLC

By [Signature]  
STEVE DECLEENE - MANAGER

STATE OF WISCONSIN  
COUNTY OF WAUKEGA SS

Before me personally appeared on the 17<sup>th</sup> day of JUNE, 2019, the above named STEVE DECLEENE, MANAGER of OAKWOOD AT RYAN CREEK LLC, to me known to be the person who executed the foregoing ~~Assignment~~ and acknowledged the same as the voluntary act and deed of said limited liability company.



Notary Public [Signature]  
My commission expires 01-28-2022

CITY OF FRANKLIN

By \_\_\_\_\_  
Stephen R Olson, Mayor

By \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared Stephen R Olson and Sandra L Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk 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 \_\_\_\_\_  
My commission expires \_\_\_\_\_

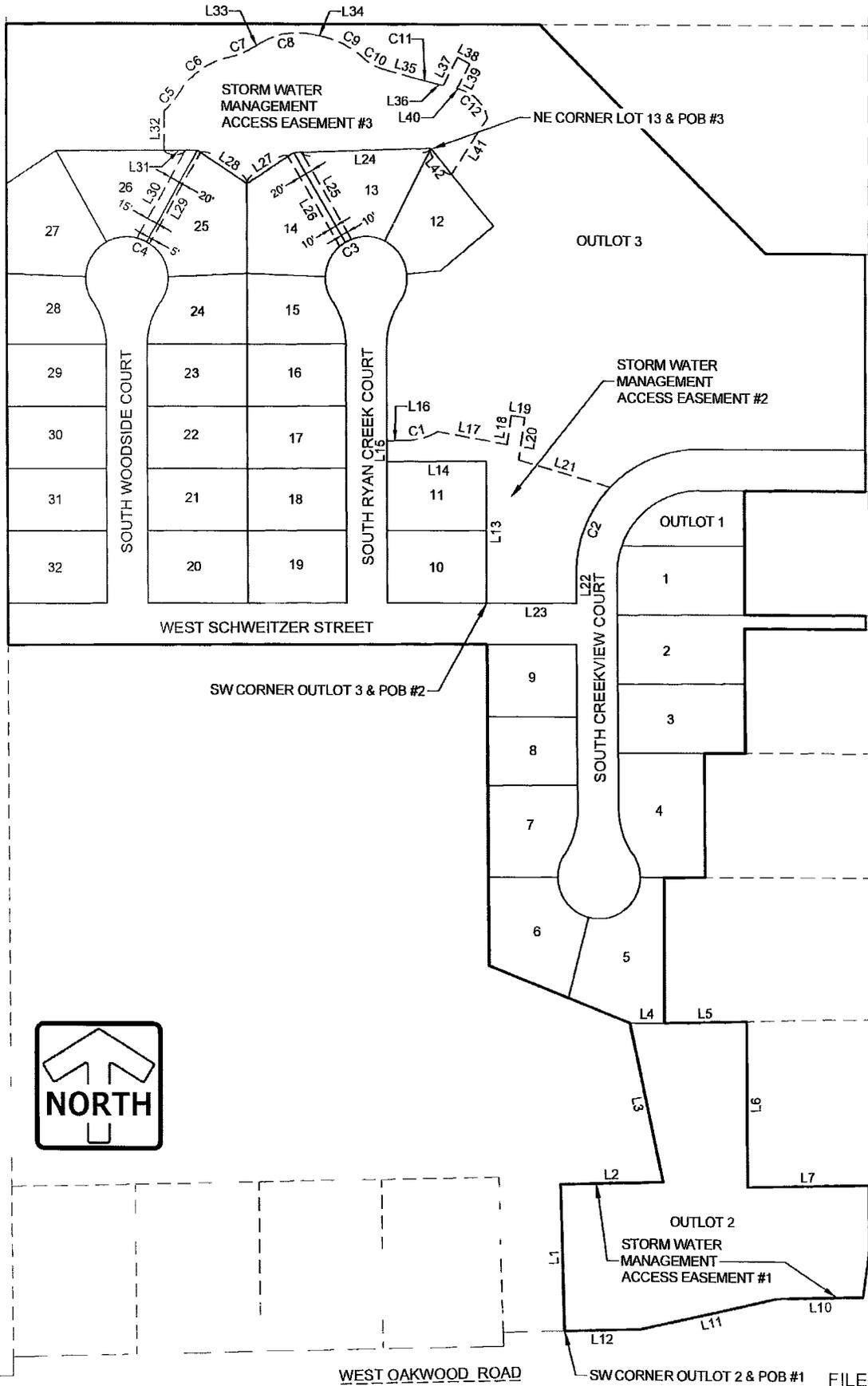


Exhibit A

(Description of the Property)

Ryanwood Manor, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No 10878187, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

**EXHIBIT B**  
(Description of the Facilities)



SOUTH 76TH STREET - COUNTY TRUNK HIGHWAY #1

WEST OAKWOOD ROAD

SW CORNER OUTLOT 2 & POB #1

DATE 11-14-2018  
FILE 902 00 EASEMENTS

**EXHIBIT B**  
(Description of the Facilities)

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N01°25'36"W	211 61
L2	N88°34'24"E	150 00'
L3	N11°47'41"W	234 63'
L4	S89°58'28"E	50 00'
L5	N88°33'42"E	121 03
L6	S00°14'11"E	239 34'
L7	N88°33'42"E	177 00'
L8	S00°14'11"E	94 02'
L9	S08°16'54"W	67 74'
L10	S88°25'24"W	125 00'
L11	S77°15'47"W	206 66
L12	S88°25'24"W	109 79'
L13	N00°21'59"W	205 00'
L14	S89°38'01"W	145 00'
L15	N00°21'59"W	29 74'
L16	N89°38'01"E	22 39'
L17	S79°57'36"E	102 61
L18	N07°49'51"E	42 53'
L19	S82°10'09"E	20 00'
L20	S07°49'51"W	62 27'
L21	S74°00'20"E	140 00'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L22	S00°21'59"E	42 67'
L23	S89°38'01"W	131 57'
L24	S87°53'33"W	190 74'
L25	S30°45'19"E	146 18'
L26	N30°45'19"W	151 15
L27	S56°24'46"W	71 70'
L28	N56°31'42"W	81 05'
L29	S28°51'43"W	151 80'
L30	N28°51'43"E	145 50'
L31	S89°38'01"W	31 94'
L32	N00°21'59"W	56 77'
L33	N58°53'37"E	18 67'
L34	S77°29'50"E	16 34'
L35	S74°33'24"E	54 38'
L36	S77°29'30"E	14 43'
L37	N27°13'29"E	45 83'
L38	S62°46'31"E	20 00'
L39	S27°13'29"W	40 58'
L40	S77°29'30"E	3 34'
L41	S32°25'52"W	96 37'
L42	N39°12'13"W	48 26'

CURVE TABLE					
CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CH LENGTH
C1	54 66'	110 00'	28°28'17"	N75°23'53"E	54 10'
C2	138 19'	180 00'	43°59'10"	S21°37'36"W	134 82'
C3	20 09'	60 00'	19°11'17"	S59°14'41"W	20 00'
C4	20 17'	60 00'	19°15'28"	N65°59'12"W	20 07'
C5	36 70'	115 00'	18°17'07"	N40°20'24"E	36 55'
C6	90 79'	110 00'	47°17'18"	N54°50'30"E	88 23'
C7	30 78'	90 00'	19°35'32"	N68°41'23"E	30 63'
C8	79 92'	105 00'	43°36'33"	N80°41'54"E	78 00'
C9	65 95'	125 00'	30°13'39"	S62°23'01"E	65 18'
C10	30 96'	65 00'	27°17'13"	S60°54'48"E	30 66'
C11	25 36'	495 00'	2°56'05"	S76°01'27"E	25 35'
C12	62 04'	54 00'	65°49'47"	S44°34'36"E	58 69'

Exhibit C

(Description of Easement Area)

Legal Description of the Storm Water Management Access Easement Easement #1

Outlot 2 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the southwest corner of said Outlot 2, thence North  $01^{\circ}25'36''$  West along the west line of said Outlot 2, 211.61 feet, thence North  $88^{\circ}34'24''$  East along the west line of said Outlot 2, 150.00 feet, thence North  $11^{\circ}47'41''$  West along the west line of said Outlot 2, 234.63 feet to the northwest corner of said Outlot 2, thence South  $89^{\circ}58'28''$  East along the north line of said Outlot 2, 50.00 feet, thence North  $88^{\circ}33'42''$  East along the north line of said Outlot 2, 121.03 feet to the northeast corner of said Outlot 2, thence South  $00^{\circ}14'11''$  East along the east line of said Outlot 2, 239.34 feet, thence North  $88^{\circ}33'42''$  East along the east line of said Outlot 2, 177.00 feet to the west right-of-way line of South 76<sup>th</sup> Street (CTH U), thence South  $00^{\circ}14'11''$  East along said west right-of-way line, 94.02 feet; thence South  $08^{\circ}16'54''$  West along said west right-of-way line, 67.74 feet to the north right-of-way line of West Oakwood Road, thence South  $88^{\circ}25'24''$  West along said north right-of-way line, 125.00 feet; thence South  $77^{\circ}15'47''$  West along said north right-of-way line, 206.66 feet, thence South  $88^{\circ}25'24''$  West along said north right-of-way line, 109.79 feet to the place of beginning

Legal Description of the Storm Water Management Access Easement Easement #2

All that part of Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the southwest corner of said Outlot 3, thence North  $00^{\circ}21'59''$  West along the west line of said Outlot 3, 205.00 feet, thence South  $89^{\circ}38'01''$  West along said west line, 145.00 feet to the east right-of-way line of South Ryan Creek Court, thence North  $00^{\circ}21'59''$  West along said east right-of-way line, 29.74 feet, thence North  $89^{\circ}38'01''$  East, 22.39 feet, thence easterly, 54.66 feet along the arc of a curve, radius of 110.00 feet, center lies to the left, chord bears North  $75^{\circ}23'53''$  East, 54.10 feet, thence South  $79^{\circ}57'36''$  East, 102.61 feet, thence North  $07^{\circ}49'51''$  East, 42.53 feet, thence South  $82^{\circ}10'09''$  East, 20.00 feet, thence South  $07^{\circ}49'51''$  West, 62.27 feet, thence South  $74^{\circ}00'20''$  East, 140.00 feet to the west right-of-way line of South Creekview Court, thence southerly, 138.19 feet along said west right-of-way line and the arc of a curve, radius of 180.00 feet, center lies to the left, chord bears South  $21^{\circ}37'36''$  West, 134.82 feet, thence South  $00^{\circ}21'59''$  East along said west right-of-way line, 42.67 feet to the north right-of-way line of West Schweitzer Street, thence South  $89^{\circ}38'01''$  West along said north right-of-way line, 131.57 feet to the place of beginning

Legal Description of the Storm Water Management Access Easement Easement #3

All that part of Lots 13, 14, 25, 26 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northeast corner of said Lot 13, thence South  $87^{\circ}53'33''$  West along the north line of said Lot 13, 190.74 feet; thence South  $30^{\circ}45'19''$  East, 146.18 feet to the right-of-way line of South Ryan Creek Court, thence southwesterly, 20.09 feet along said right-of-way line and the arc of a curve, radius of 60.00 feet, center lies to the left, chord bears South  $59^{\circ}14'41''$  West, 20.00 feet, thence North  $30^{\circ}45'19''$  West, 151.15 feet to the north line of said Lot 14, thence South  $56^{\circ}24'46''$  West along said north line, 71.70 feet to the northeast corner of said Lot 25, thence North  $56^{\circ}31'42''$

West along the north line of said Lot 25 81 05 feet, thence South 28°51'43" West, 151 80 feet to the right-of-way line of South Woodside Court, thence westerly, 20 17 feet along said right-of-way line and the arc of a curve, radius of 60 00 feet, center lies to the left, chord bears North 65°59'12" West, 20 07 feet, thence North 28°51'43" East, 145 50 feet to the north line of said Lot 26, thence South 89°38'01" West along the north line of said Lot 26, 31 94 feet, thence North 00°21'59" West, 56 77 feet, thence northeasterly, 36 70 feet along the arc of a curve, radius of 115 00 feet, center lies to the left, chord bears North 40°20'24" East, 36 55 feet, thence northeasterly, 90 79 feet along the arc of a curve, radius of 110 00 feet, center lies to the right, chord bears North 54°50'30" East, 88 23 feet, thence easterly, 30 78 feet along the arc of a curve, radius of 90 00 feet, center lies to the left, chord bears North 68°41'23" East, 30 63 feet, thence North 58°53'37" East, 18 67 feet, thence easterly, 79 92 feet along the arc of a curve, radius of 105 00 feet, center lies to the right, chord bears North 80°41'54" East, 78 00 feet, thence South 77°29'50" East, 16 34 feet, thence southeasterly, 65 95 feet along the arc of a curve, radius of 125 00 feet, center lies to the right, chord bears South 62°23'01" East, 65 18 feet, thence southeasterly, 30 96 feet along the arc of a curve, radius of 65 00 feet, center lies to the left, chord bears South 60°54'48" East 30 66 feet, thence South 74°33'24" East, 54 38 feet; thence easterly, 25 36 feet along the arc of a curve, radius of 495 00 feet, center lies to the left, chord bears South 76°01'27" East, 25 35 feet, thence South 77°29'30" East, 14 43 feet, thence North 27°13'29" East, 45 83 feet, thence South 62°46'21" East, 20 00 feet, thence South 27°13'29" West, 40 58 feet, thence South 77°29'30" East, 3 34 feet, thence southeasterly, 62 04 feet along the arc of a curve, radius of 54.00 feet, center lies to the right, chord bears South 44°34'36" East, 58 69 feet, thence South 32°25'52" West, 96 37 feet to the north line of said Lot 12, thence North 39°12'13" West along said north line, 48 26 feet to the place of beginning

**SANITARY SEWER EASEMENT**

RYANWOOD MANOR

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 OAKWOOD AT RYAN CREEK LLC, 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"

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, associated manholes, all as shown on the plan attached hereto as Exhibit "B", any Lift Station with auxiliary power enclosed in an above ground enclosure

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 Southeast Quarter of Section Twenty-eight (28), Township Five (5), North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C 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 improvement such as walks, pavements for driveways and parking lot surfacing and landscaping 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 0.50 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"
- 16 Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station and the restoration of the Easement Area by the City, the Easement Area, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate

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

ON THIS DATE OF 17<sup>th</sup> of June, 2019

OAKWOOD AT RYAN CREEK LLC

By [Signature]  
STEVE DECLEENE - MANAGER

STATE OF Wisconsin  
COUNTY OF WAUKESHA SS

Before me personally appeared on the 17<sup>th</sup> day of June, 2019, the above named STEVE DECLEENE, MANAGER of OAKWOOD AT RYAN CREEK LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company



Notary Public [Signature]  
KEVIN A. ANDERSON  
My commission expires 01-28-2022



**MORTGAGE HOLDER CONSENT**

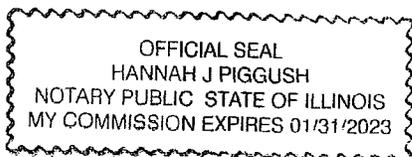
The undersigned, Midland States Bank, an Illinois banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 11th, 2019, as Document No 10878187, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written

Midland States Bank  
an Illinois Banking Corporation  
By Mandy Henning  
Name: Mandy Henning  
Title: Regional Portfolio Manager

STATE OF Illinois  
SS  
COUNTY OF Effingham

On this, the 15 day of October, 2019, before me, the undersigned, personally appeared Mandy Henning, the Regional Portfolio Manager of Midland States Bank, an Illinois banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained



Name Hannah J Piggush  
Notary Public Hannah J Piggush  
State of Illinois  
County of Effingham  
My commission expires on 01/31/2023

This instrument was drafted by the City of Franklin

Approved as to contents  
Date

\_\_\_\_\_  
City of Franklin

Approved as to form only  
Date

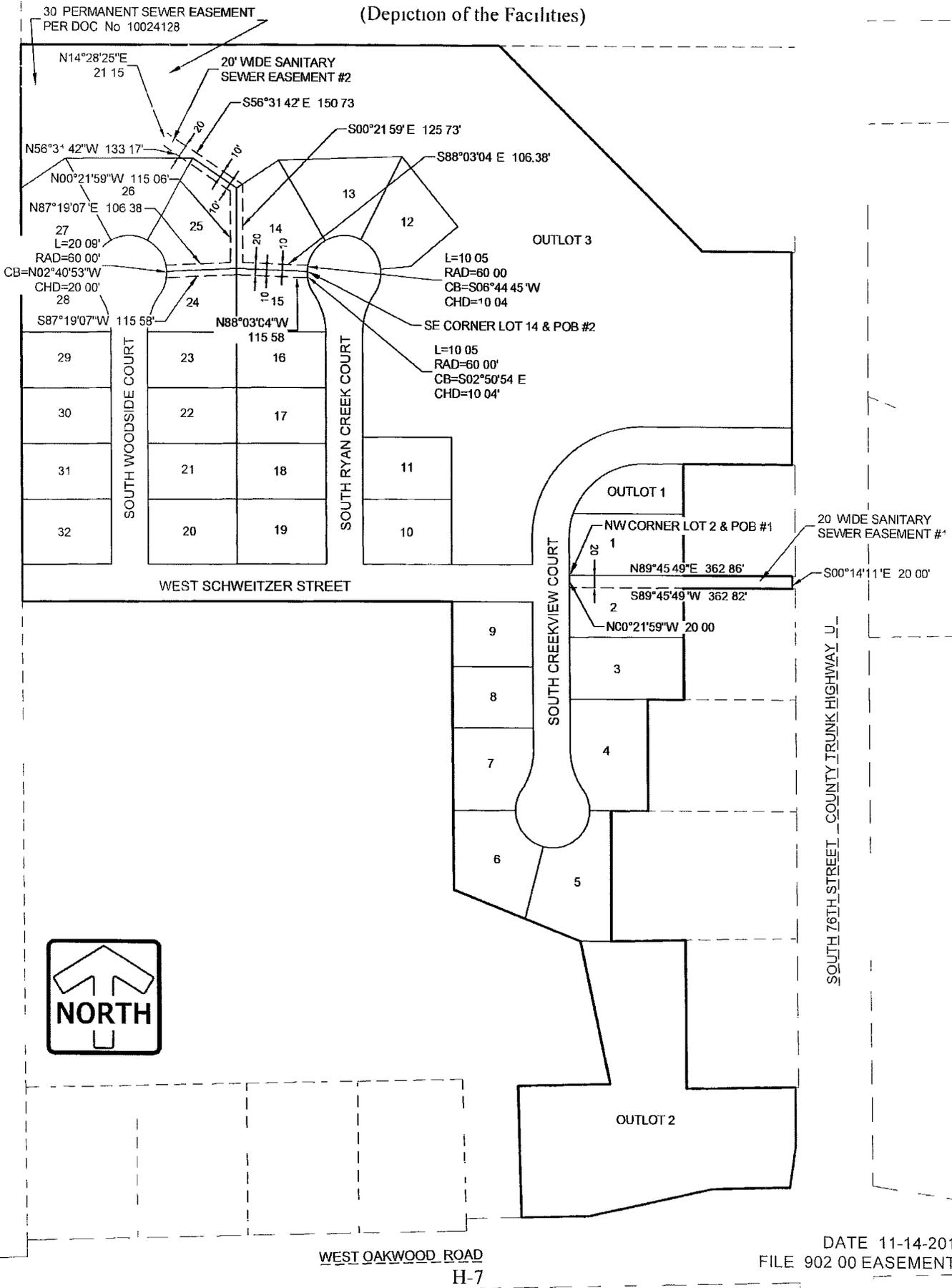
\_\_\_\_\_  
City Attorney

Exhibit A

(Description of the Property)

Ryanwood Manor, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. 10878187, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

# EXHIBIT B (Depiction of the Facilities)



DATE 11-14-2018  
FILE 902 00 EASEMENTS

## Exhibit C

### (Description of Easement Area)

#### Legal Description of the Sanitary Sewer Easement #1

All that part of Lot 2 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northwest corner of Lot 2, thence North 89°45'49" East along the north line of said Lot 2, 362.86 feet to the west right-of-way line of South 76th Street (CTH U), thence South 00°14'11" East along said west right-of-way line, 20.00 feet, thence South 89°45'49" West, 362.82 feet to the east right-of-way line of South Creekview Court, thence North 00°21'59" West along said east right-of-way line, 20.00 feet to the place of beginning

#### Legal Description of the Sanitary Sewer Easement #2

All that part of Lots 14, 15, 24, 25, 26 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the southeast corner of said Lot 14, thence southerly, 10.05 feet along the west right-of-way line of South Ryan Creek Court and the arc of a curve, radius of 60.00 feet, center lies to the left, chord bears South 02°50'54" East, 10.04 feet, thence North 88°03'04" West, 115.58 feet, thence South 87°19'07" West, 115.58 feet to the east right-of-way line of South Woodside Court, thence northerly, 20.09 feet along said east right-of-way line and the arc of a curve, radius of 60.00 feet, center lies to the left, chord bears North 02°40'53" West, 20.00 feet, thence North 87°19'07" East, 106.38 feet, thence North 00°21'59" West, 115.06 feet, thence North 56°31'42" West, 133.17 feet to the east line of a 30' wide permanent sewer easement per Document No 10024128, thence North 14°28'25" East along said east easement line, 21.15 feet, thence South 56°31'42" East, 150.73 feet, thence South 00°21'59" East, 125.73 feet, thence South 88°03'04" East, 106.38 feet to the west right-of-way line of South Ryan Creek Court, thence southerly, 10.05 feet along said west right-of-way line and the arc of a curve, radius of 60.00 feet, center lies to the left, chord bears South 06°44'45" West, 10.04 feet to the place of beginning

Prepared November 14, 2018 Pinnacle Engineering Group job #902 00-WI

L: ENGDOS\Design Standards\Design Standards\In Progress 4 3 2017\2017 Updated Design Standards Appendix H Easement for Sanitary Sew #6.doc

**WATER MAIN EASEMENT**

**RYANWOOD MANOR**

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 OAKWOOD AT RYAN CREEK LLC, as owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor"

**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 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 unto the City a permanent easement in that part of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C 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 0 50 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

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

ON THIS DATE OF June 17<sup>th</sup>, 2019

OAKWOOD AT RYAN CREEK LLC

By [Signature]  
STEVE DECLEENE - MANAGER

STATE OF Wisconsin  
COUNTY OF WAUWATOSA SS

Before me personally appeared on the 17<sup>th</sup> day of June, 2019, the above named STEVE DECLEENE, MANAGER of OAKWOOD AT RYAN CREEK LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company



Notary Public [Signature]  
Kevin A. Anderson  
My commission expires 01-29-2022



**MORTGAGE HOLDER CONSENT**

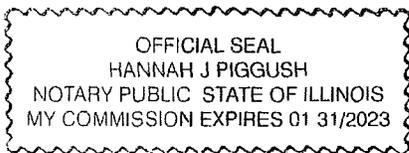
The undersigned, Midland States Bank, an Illinois banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 11th, 2019, as Document No. 10878187, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written

Midland States Bank  
an Illinois Banking Corporation  
By Mandy Hennig  
Name: Mandy Hennig  
Title: Regional Portfolio Mgr

STATE OF Illinois SS  
COUNTY OF Effingham

On this, the 15<sup>th</sup> day of October, 2019, before me, the undersigned, personally appeared Mandy Hennig, the Regional Portfolio Mgr of Midland States Bank, an Illinois banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.



Name Hannah J Piggush  
Notary Public Hannah J Piggush  
State of Illinois  
County of Effingham  
My commission expires on 01/31/2023

This instrument was drafted by the City of Franklin.

Approved as to contents  
Date

\_\_\_\_\_  
City of Franklin

Approved as to form only  
Date

\_\_\_\_\_  
City Attorney

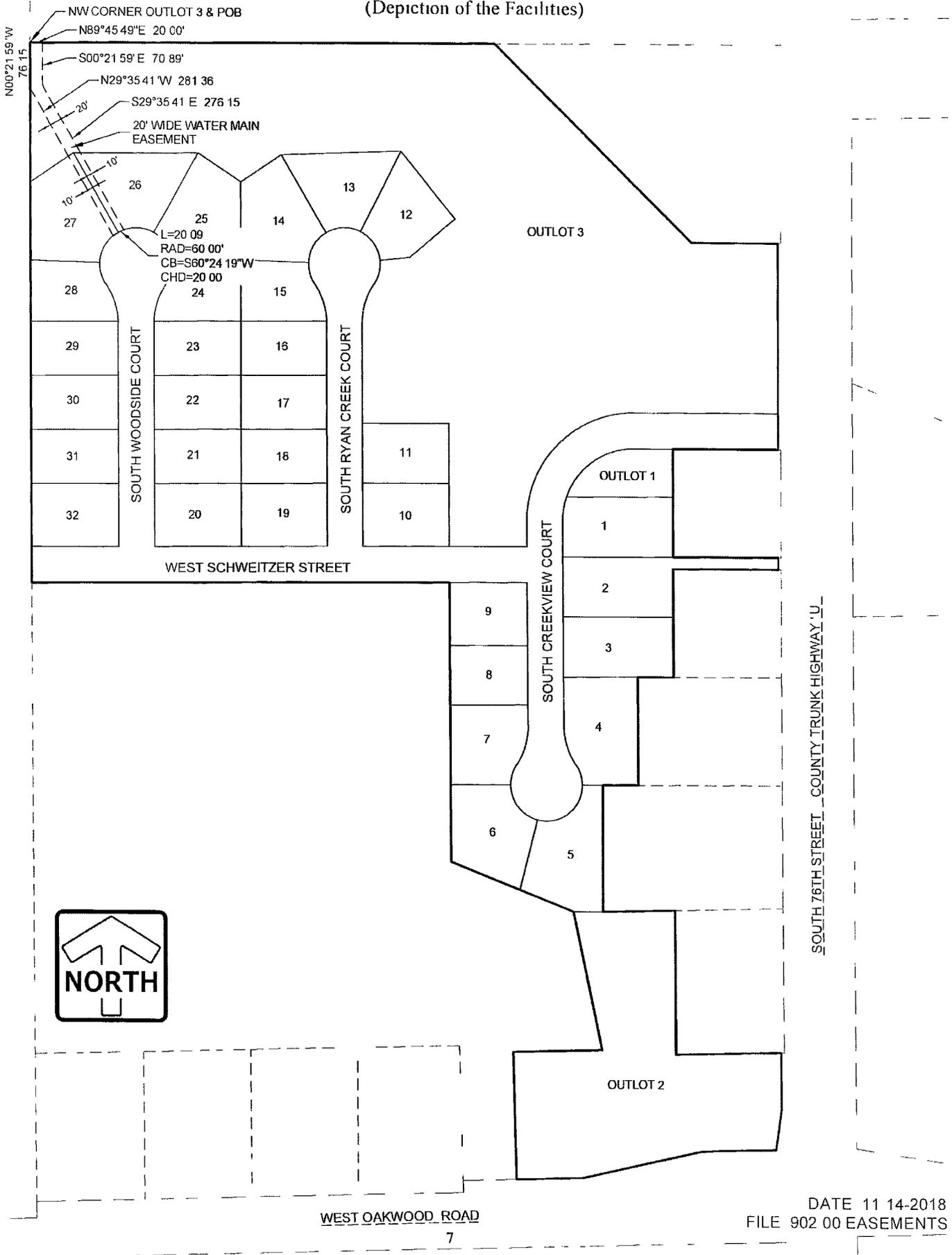
Exhibit A

(Description of the Property)

Ryanwood Manor, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No 10878187, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

# EXHIBIT B

(Depiction of the Facilities)



DATE 11-14-2018  
FILE 902 00 EASEMENTS

Exhibit C

(Description of Easement Area)

Legal Description of the Waterman Easement

All that part of Lots 26, 27 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the northwest corner of said Outlot 3, thence North  $89^{\circ}45'49''$  East along the north line of said Outlot 3, 20 00 feet, thence South  $00^{\circ}21'59''$  East, 70 89 feet, thence South  $29^{\circ}35'41''$  East, 276 15 feet to the west right-of-way line of South Woodside Court, thence southwesterly, 20 09 feet along said west right-of-way line and the arc of a curve, radius of 60 00 feet, center lies to the left, chord bears South  $60^{\circ}24'19''$  West, 20 00 feet; thence North  $29^{\circ}35'41''$  West, 281 36 feet to the west line of said Outlot 3, thence North  $00^{\circ}21'59''$  West along said west line, 76 15 feet to the place of beginning

**STORM DRAINAGE EASEMENT**

RYANWOOD MANOR

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 OAKWOOD AT RYAN CREEK, 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"

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 Southeast Quarter of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

- 1 That said Easement Area, including the ground cover and landscaping within that 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 improvement 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 0.50 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

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

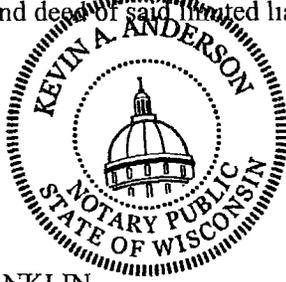
ON THIS DATE OF June 17<sup>th</sup>, 2019

OAKWOOD AT RYAN CREEK LLC

By [Signature]  
STEVE DECLEENE - MANAGER

STATE OF WISCONSIN  
COUNTY OF WAUKESHA SS

Before me personally appeared on the 17<sup>th</sup> day of June, 2019, the above named STEVE DECLEENE, MANAGER of OAKWOOD AT RYAN CREEK LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company



Notary Public [Signature]  
My commission expires 01-28-2022

CITY OF FRANKLIN

By \_\_\_\_\_  
Stephen R. Olson, Mayor

By \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared Stephen R Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk 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 \_\_\_\_\_  
My commission expires \_\_\_\_\_



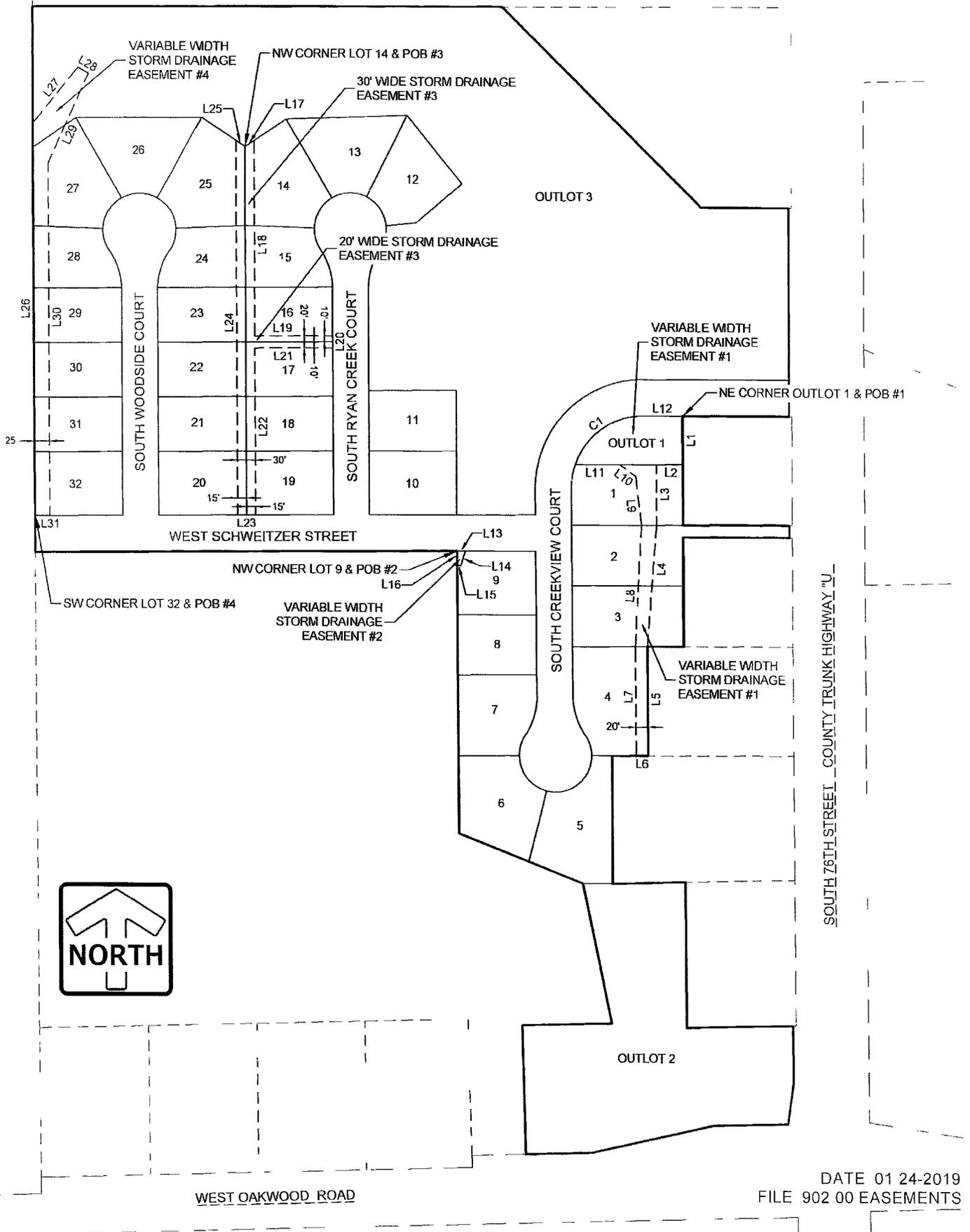
Exhibit A

(Description of the Property)

Ryanwood Manor, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No 10878187, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

# EXHIBIT B

(Depiction of the Facilities)



## EXHIBIT B

(Depiction of the Facilities)

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	S00°14'11"E	80 00'
L2	S89°45'49"W	43 75'
L3	S00°14'11"E	100 00'
L4	S04°24'31"W	200 66'
L5	S00°14'11"E	180 00'
L6	S89°45'49"W	20 00'
L7	N00°14'11"W	179 95'
L8	N02°58'56"E	200 36'
L9	N06°50'43"W	81 01'
L10	N54°18'39"W	33 28'
L11	S89°45'49"W	74 11'
L12	N89°45'49"E	66 00'
L13	N89°38'01"E	14 58'
L14	S18°52'18"W	25 58'
L15	N71°07'42"W	6 51'
L16	N00°21'59"W	22 01'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L17	N56°24'46"E	17 93'
L18	S00°21'59"E	321 90'
L19	N89°38'01"E	130 00'
L20	S00°21'59"E	20 00'
L21	S89°38'01"W	130 00'
L22	S00°21'59"E	275 00'
L23	S89°38'01"W	30 00'
L24	N00°21'59"W	617 13'
L25	S56°31'42"E	18 06'
L26	N00°21'59"W	646 86'
L27	N39°00'08"E	117 83'
L28	S60°05'02"E	20 00'
L29	S24°07'14"W	161 67'
L30	S00°21'59"E	580 74'
L31	S89°38'01"W	25 00'

CURVE TABLE					
CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CH LENGTH
C1	147 72'	120 00'	70°31'44"	N54°29'57"E	138 56'

Exhibit C

(Description of Easement Area)

Legal Description of the Storm Drainage Easement #1

All that part of Lots 1, 2, 3, 4 and Outlot 1 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northeast corner of said Outlot 1, thence South 00°14'11" East along the east line of said Outlot 1, 80 00 feet to the southeast corner of said Outlot 1, thence South 89°45'49" West along the south line of said Outlot 1, 43 75 feet, thence South 00°14'11" East, 100 00 feet, thence South 04°24'31" West, 200 66 feet to the northeast corner of said Lot 4, thence South 00°14'11" East along the east line of said Lot 4, 180 00 feet to the southeast corner of said Lot 4, thence South 89°45'49" West along the south line of said Lot 4, 20 00 feet, thence North 00°14'11" West, 179 95 feet, thence North 02°58'56" East, 200 36 feet, thence North 06°50'43" West, 81 01 feet, thence North 54°18'39" West, 33 28 feet to the south line of said Outlot 4, thence South 89°45'49" West along said south line, 74.11 feet to the east right-of-way line of South Creekview Court, thence northeasterly, 147 72 feet along said east right-of-way line and the arc of a curve, radius of 120 00 feet, center lies to the right, chord bears North 54°29'57" East, 138 56 feet, thence North 89°45'49" East along said right-of-way line, 66 00 feet to the place of beginning

Legal Description of the Storm Drainage Easement #2

All that part of Lot 9 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northwest corner of said Lot 9, thence North 89°38'01" East along the south right-of-way line of West Schweitzer Street, 14 58 feet; thence South 18°52'18" West, 25 58 feet, thence North 71°07'42" West, 6 51 feet to the west line of said Lot 9, thence North 00°21'59" West along said west line, 22 01 feet to the place of beginning

Legal Description of the Storm Drainage Easement #3

All that part of Lots 14 through 25 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northwest corner of said Lot 14, thence North 56°24'46" East along the north line of said Lot 14, 17 93 feet, thence South 00°21'59" East, 321 90 feet, thence North 89°38'01" East, 130 00 feet to the west right-of-way line of South Ryan Creek Court, thence South 00°21'59" East along said west right-of-way line, 20 00 feet; thence South 89°38'01" West, 130 00 feet, thence South 00°21'59" East, 275 00 feet to the north right-of-way line of West Schweitzer Street, thence South 89°38'01" West along said north right-of-way line, 30 00 feet, thence North 00°21'59" West, 617 13 feet to the north line of said Lot 25; thence South 56°31'42" East along said north line, 18 06 feet to the place of beginning

Legal Description of the Storm Drainage Easement #4

All that part of Lots 27 through 32 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the southwest corner of said Lot 32, thence North 00°21'59" West along the west subdivision line, 646.86 feet, thence North 39°00'08" East, 117.83 feet, thence South 60°05'02" East, 20.00 feet, thence South 24°07'14" West, 161.67 feet, thence South 00°21'59" East, 580.74 feet to the north right-of-way line of West Schweitzer Street, thence South 89°38'01" West along said north right-of-way line, 25.00 feet to the place of beginning

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">02/17/20</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A SPECIAL USE FOR FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH SCEPTER DRIVE AND WEST CHURCH STREET</b></p> <p style="text-align: center;"><b>(WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>Com, Cr, 1</i></p>

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a special use for five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street (William Bodner, managing member, Bodner Property Management, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

The applicant submitted a conservation easement for Common Council approval to comply with condition No. 4 of Special Use Resolution 2019-7553:

*The applicant shall prepare a Conservation Easement for all protected natural resource features for staff review and Common Council approval, and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit.*

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2020-\_\_\_\_\_, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a special use for five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street (William Bodner, managing member, Bodner Property Management, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-\_\_\_\_\_

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A  
SPECIAL USE FOR A FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT  
BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY  
SOUTH SCEPTER DRIVE AND WEST CHURCH STREET  
(WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY  
MANAGEMENT, LLC, APPLICANT)

---

WHEREAS, the Common Council having approved a Special Use upon the application of William Bodner, managing member, Bodner Property Management, LLC, on October 15, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers, wetland setbacks and young woodlands on the site; and

WHEREAS, §15-7.0603B. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Final Plat review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Final Plat; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by William Bodner, managing member, Bodner Property Management, LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT  
WILLIAM BODNER, BODNER PROPERTY MANAGEMENT, LLC  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of  
Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**CONSERVATION EASEMENT**

Knollwood Legacy Apartments  
8000 South Scepter Drive  
Tax Key No. 795-9999-008

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Bodner Property Management, LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, the young woodland, the wetland buffer and the wetlands shown within the Conservancy Easement and the Natural Resource Protection Plan dated 09-11-19, prepared by Ellena Engineering Consultants, LLC, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by § 700 40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62 23 and § 236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement, and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby,

WHEREAS, \_\_\_\_\_, mortgagee of the protected property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent"

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over and across the protected property

Grantee's rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant



**Acceptance**

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF FRANKLIN**

By \_\_\_\_\_  
Stephen R. Olson, Mayor

By \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin

Approved as to contents

\_\_\_\_\_  
Régulo Martínez-Montilva  
Associate Planner  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only

\_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney

\_\_\_\_\_  
Date

**MORTGAGE HOLDER CONSENT**

The undersigned, \_\_\_\_\_, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on \_\_\_\_\_, 20\_\_\_\_, as Document No \_\_\_\_\_, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed, as of the day and year first above written

\_\_\_\_\_  
a Wisconsin Banking Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF WISCONSIN        )  
  )ss  
COUNTY OF MILWAUKEE    )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

# EXHIBIT A CONSERVATION EASEMENT

LEGAL DESCRIPTION

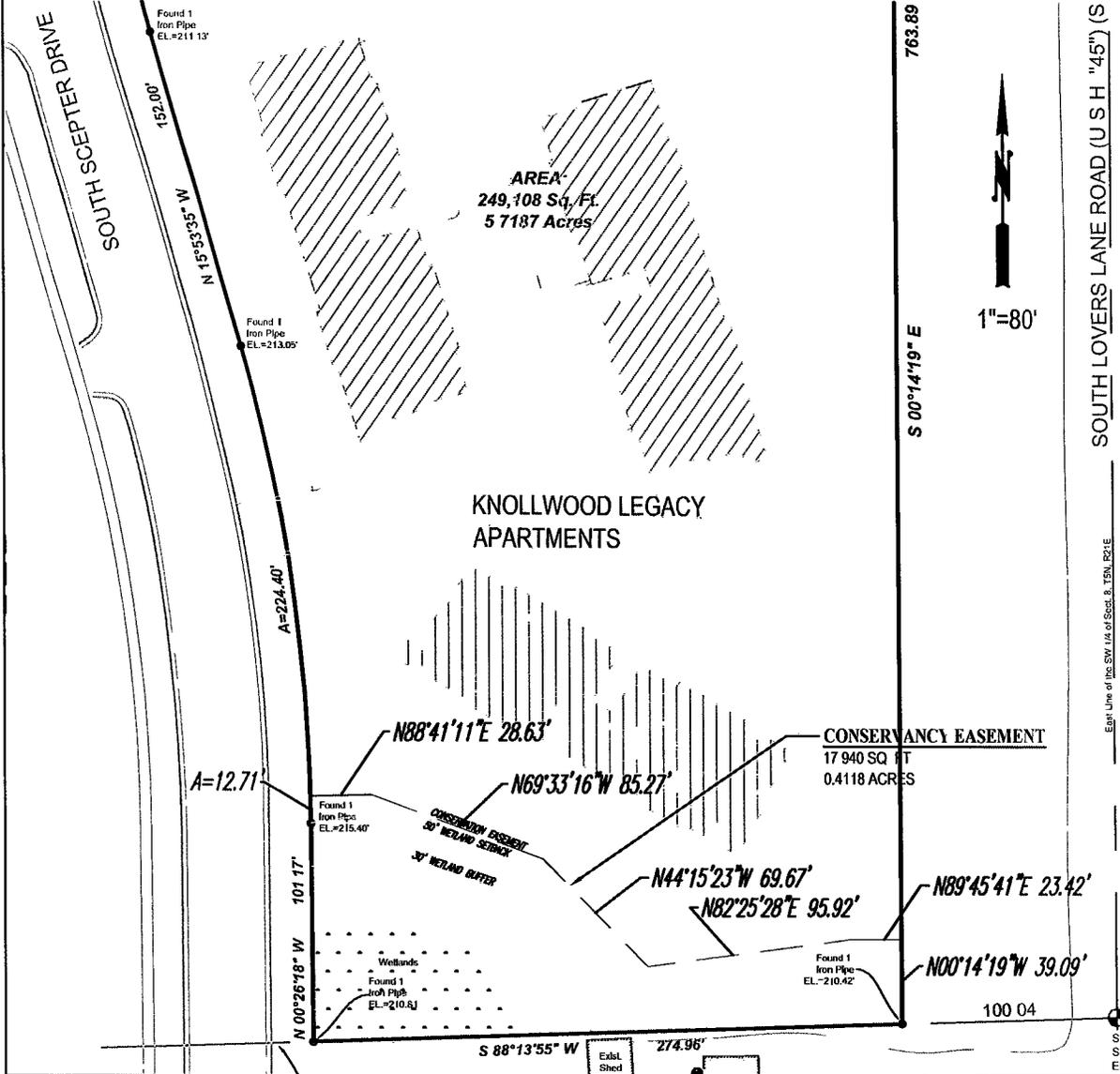
BEING A PART OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION EIGHT (8), IN TOWNSHIP FIVE (5) NORTH RANGE TWENTY-ONE (21) EAST IN THE CITY OF FRANKLIN MILWAUKEE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4,

THENCE SOUTH 88° 13' 55" WEST, A DISTANCE OF 100.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U.S.H. "45") (S.T.H. "100") AND THE POINT OF BEGINNING

THENCE CONTINUING SOUTH 88° 13' 55" WEST, A DISTANCE OF 274.96 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH ACCEPTER DRIVE THENCE NORTH 00° 26' 18" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 101.17 FEET TO THE ARC OF A CURVE, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE 12.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER IS SOUTH 89° 33' 16" WEST A RADIAL DISTANCE OF 831.91 FEET AND WHOSE CHORD BEARS NORTH 00° 52' 34" WEST 12.71 FEET THENCE NORTH 88° 41' 11" EAST ALONG THE CONSERVANCY LINE, A DISTANCE OF 28.63 FEET TO A POINT, THENCE NORTH 69° 33' 16" WEST ALONG SAID CONSERVANCY LINE, A DISTANCE OF 85.27 FEET TO A POINT THENCE NORTH 44° 15' 23" WEST ALONG SAID CONSERVANCY LINE A DISTANCE OF 69.67 FEET TO A POINT THENCE NORTH 82° 25' 28" EAST ALONG SAID CONSERVANCY LINE A DISTANCE OF 95.92 FEET TO A POINT, THENCE NORTH 89° 45' 41" EAST ALONG SAID CONSERVANCY LINE A DISTANCE OF 23.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U.S.H. "45") (S.T.H. "100") THENCE SOUTH 00° 14' 19" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 39.09 FEET TO THE POINT OF BEGINNING

CONTAINING 17,940 SQUARE FEET OR 0.4118 ACRES



DATE: 02-07-2020

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100  
Phone: 262-719-6183 • Fax: 866-457-2584 • Email: mellena@eeceng.com

SE Corner SW 1/4  
Sec. 8, T5N, R21E  
EL=208.39

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">02/17/20</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A SPECIAL USE FOR FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH SCEPTER DRIVE AND WEST CHURCH STREET</b></p> <p style="text-align: center;"><b>(WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.7.</i></p>

City Development staff recommends approval of a resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a special use for five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street (William Bodner, managing member, Bodner Property Management, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

The applicant submitted a landscape bufferyard easement for Common Council approval to comply with condition No. 5 of Special Use Resolution 2019-7553:

*The applicant shall prepare a Landscape Bufferyard Easement for staff review, Common Council approval, and recording with the Milwaukee County Register of Deeds Office prior to issuance of a Building Permit.*

It is noted that this easement allows the placement of structures as long as the location is in compliance with previously approved plans of Resolution 2019-7553.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2020-\_\_\_\_\_, a resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a special use for five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street (William Bodner, managing member, Bodner Property Management, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*[Draft 2-10-2020]*

RESOLUTION NO. 2020-\_\_\_\_\_

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE  
BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A SPECIAL  
USE FOR A FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT  
BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY  
SOUTH SCEPTER DRIVE AND WEST CHURCH STREET  
(WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY  
MANAGEMENT, LLC, APPLICANT)

---

WHEREAS, the Common Council having approved a Special Use upon the application of William Bodner, managing member, Bodner Property Management, LLC, on October 15, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0102A. of the Unified Development Ordinance requires a thirty (30) foot-wide landscape bufferyard when lots front upon the right-of-way of an existing or proposed limited access arterial street or highway (Lovers Lane Rd), and said landscape bufferyard to be protected by a landscape bufferyard easement; and

WHEREAS, §15-5.0301.D. of the Unified Development Ordinance requires landscape bufferyards between different zoning districts to minimize potential nuisances, and said landscape bufferyard to be protected by a landscape bufferyard easement; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Landscape Bufferyard Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Landscape Bufferyard Easement submitted by William Bodner, managing member, Bodner Property Management, LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Landscape Bufferyard Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
LANDSCAPE BUFFERYARD EASEMENT  
WILLIAM BODNER, BODNER PROPERTY MANAGEMENT, LLC  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of  
Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**LANDSCAPE BUFFERYARD EASEMENT**  
Knollwood Legacy Apartments  
8000 South Scepter Drive  
Tax Key No. 795-9999-008

This Landscape Bufferyard easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Bodner Property Management, LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor is required by Section 15-5 0102A of the City of Franklin Unified Development Ordinance to provide a thirty (30) foot-wide planting strip described in Exhibit B attached hereto and hereby made a part hereof (protected property), and

WHEREAS, William Bodner was the applicant for a proposed Multi-family development as set forth in City of Franklin Plan RESOLUTION NO. 2019-7553, conditionally approving the multi-family development known as Knollwood Legacy Apartments, and the City Plan Commission adopted RESOLUTION NO. 2019-7553, on October 15, 2019, and

WHEREAS, Grantee is a "holder", as contemplated by §700 40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62 23 and §236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement, and

WHEREAS, the Grantee is willing to accept this Landscape Bufferyard Easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a Landscape Bufferyard Easement in perpetuity on, over, and across the protected property

Grantee's rights hereunder shall consist solely of the following

- 1 To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Knollwood Legacy Apartments by requiring this protected property to be open space in perpetuity, the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between Knollwood Legacy Apartments and adjacent property or right-of-way adjacent to the landscape buffer,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes



**Acceptance**

The undersigned does hereby consent to and accepts the Landscape Bufferyard Easement granted and conveyed to it under and pursuant to the foregoing Grant of Landscape Bufferyard Easement In consideration of the making of such Grant Of Landscape Bufferyard Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236 293 of the Wisconsin Statutes

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF FRANKLIN**

By: \_\_\_\_\_  
Stephen R Olson, Mayor

By \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin

Approved as to contents

\_\_\_\_\_  
Régulo Martínez-Montilva, Associate Planner  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only

\_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney

\_\_\_\_\_  
Date

**MORTGAGE HOLDER CONSENT**

The undersigned, (name of mortgagee), a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on \_\_\_\_\_, 20\_\_\_\_, as Document No \_\_\_\_\_, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written

Name of Mortgagee  
a Wisconsin Banking Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF WISCONSIN        )  
  )ss  
COUNTY OF MILWAUKEE    )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared name of officer of mortgagee, the (title of office, i e VP) of (name of mortgagee), a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name \_\_\_\_\_

Notary Public, State of Wisconsin

My commission expires \_\_\_\_\_

# EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

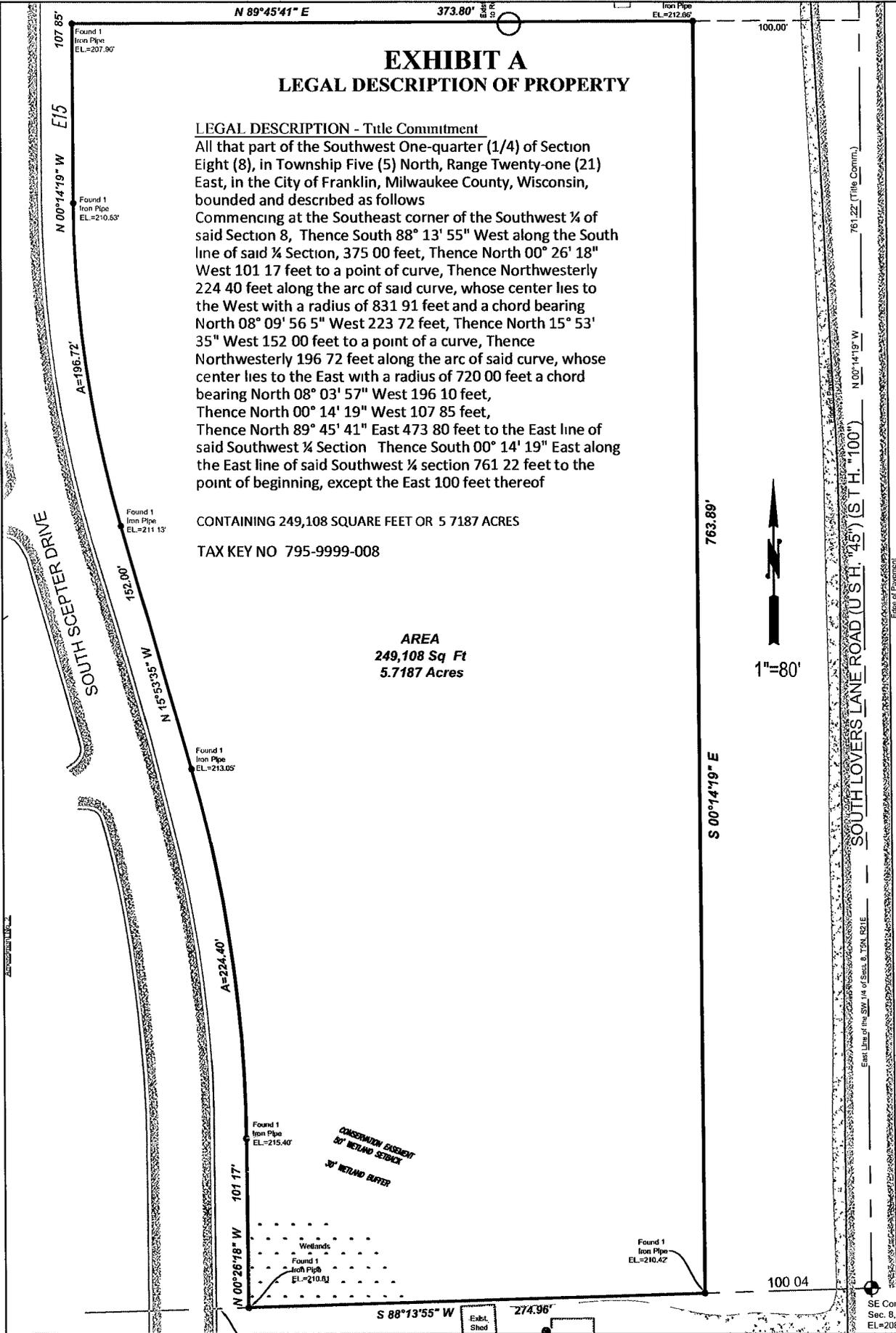
**LEGAL DESCRIPTION - Title Commitment**

All that part of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows  
 Commencing at the Southeast corner of the Southwest 1/4 of said Section 8, Thence South 88° 13' 55" West along the South line of said 1/4 Section, 375 00 feet, Thence North 00° 26' 18" West 101 17 feet to a point of curve, Thence Northwesterly 224 40 feet along the arc of said curve, whose center lies to the West with a radius of 831 91 feet and a chord bearing North 08° 09' 56 5" West 223 72 feet, Thence North 15° 53' 35" West 152 00 feet to a point of a curve, Thence Northwesterly 196 72 feet along the arc of said curve, whose center lies to the East with a radius of 720 00 feet a chord bearing North 08° 03' 57" West 196 10 feet, Thence North 00° 14' 19" West 107 85 feet, Thence North 89° 45' 41" East 473 80 feet to the East line of said Southwest 1/4 Section Thence South 00° 14' 19" East along the East line of said Southwest 1/4 section 761 22 feet to the point of beginning, except the East 100 feet thereof

CONTAINING 249,108 SQUARE FEET OR 5 7187 ACRES

TAX KEY NO 795-9999-008

**AREA**  
249,108 Sq Ft  
5.7187 Acres



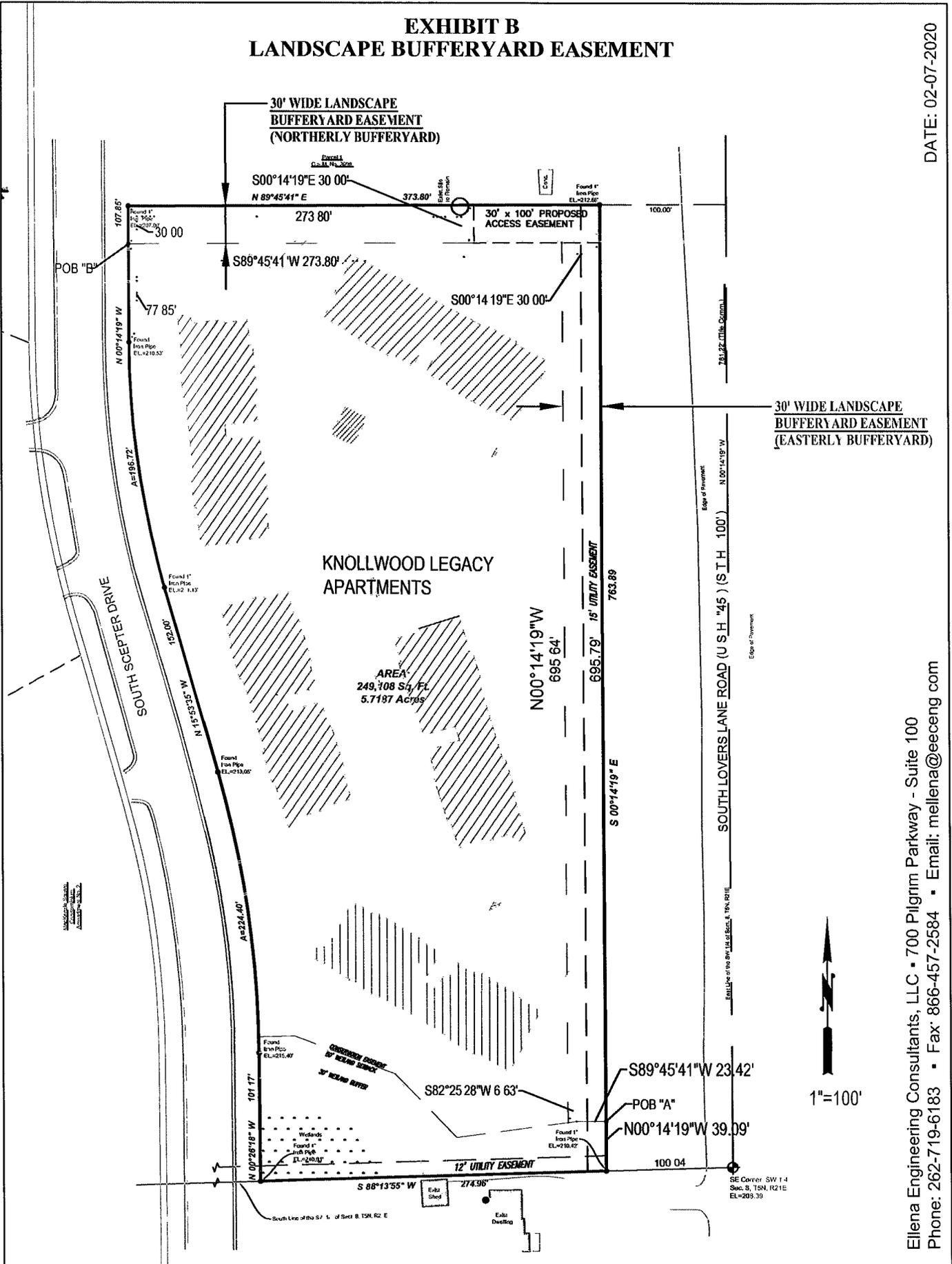
DATE 01-15-20

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122  
 Phone: 262-719-6183 • Fax 866-457-2584 • Email: mellenae@eeceng.com

SE Corner SW 1/4  
 Sec. 8, T5N R21E  
 EL=208.39

# EXHIBIT B LANDSCAPE BUFFERYARD EASEMENT

DATE: 02-07-2020



Eilena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100  
Phone: 262-719-6183 • Fax: 866-457-2584 • Email: mellen@eeceng.com

**EXHIBIT B - CONTINUED  
LANDSCAPE BUFFERYARD EASEMENT**

LEGAL DESCRIPTION

BEING A PART OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION EIGHT (8) IN TOWNSHIP FIVE (5) NORTH RANGE TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

EASTFRLY BUFFFRYARD COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4

THENCE SOUTH 88° 13' 55" WEST A DISTANCE OF 100 04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U S H "45" ) (S T H "100"), THENCE NORTH 00° 14' 19" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 39 09 FEET TO THE POINT OF BEGINNING (P O B "A")

THENCE SOUTH 89° 45' 41" WEST ALONG THE CONSERVANCY EASEMENT LINE, A DISTANCE OF 23 42 FEET TO A POINT, THENCE SOUTH 82° 25' 28" WEST CONTINUING ALONG SAID CONSERVANCY EASEMENT LINE A DISTANCE OF 6 63 FEET TO A POINT, THENCE NORTH 00° 14' 19" WEST, 30 00' PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 695 64 FEET TO THE POINT THENCE SOUTH 00° 14' 19" EAST, A DISTANCE OF 30 00 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U S H "45" ) (S T H "100"), THENCE SOUTH 00° 14' 19" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 695 79 FEET TO THE POINT OF BEGINNING

NORTHERLY BUFFFRYARD COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4

THENCE SOUTH 88° 13' 55" WEST, A DISTANCE OF 100 04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U S H "45" ) (S T H "100"), THENCE CONTINUING SOUTH 88° 13' 55" WEST, A DISTANCE OF 274 96 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH SCEPTER DRIVE THENCE NORTH 00° 26' 18" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 101 17 FEET TO THE ARC OF A CURVE THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, 224 40 FEET ALONG THE ARC OF A CURVE WHOSE CENTER IS SOUTH 89° 33' 43" WEST A RADIAL DISTANCE OF 831 91 FEET AND WHOSE CHORD BEARS NORTH 08° 09' 56 5" WEST, 223 72 FEET, THENCE NORTH 15° 53' 35" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 152 00 FEET TO THE ARC OF A CURVE, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE 196 72 FEET ALONG THE ARC OF A CURVE WHOSE CENTER IS NORTH 74° 06' 26" EAST A RADIAL DISTANCE OF 720 00 FEET AND WHOSE CHORD BEARS NORTH 08° 03' 57" WEST 196 10 FEET, THENCE NORTH 00° 14' 19" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 77 85 FEET TO THE POINT OF BEGINNING (P O B "B")

THENCE NORTH 00° 14' 19" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30 00 FEET TO THE POINT, THENCE NORTH 89° 45' 41" EAST, A DISTANCE OF 273 80 FEET TO A POINT, THENCE SOUTH 00° 14' 19" EAST A DISTANCE OF 30 00 FEET TO A POINT, THENCE SOUTH 89° 45' 41" WEST, A DISTANCE OF 273 80 FEET THE POINT OF BEGINNING

DATE: 02-07-2020

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100  
Phone: 262-719-6183 • Fax: 866-457-2584 • Email: mellenae@eeceng.com

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">02/17/20</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE CORTEZ CONDOMINIUMS DEVELOPMENT AT 10504 WEST CORTEZ CIRCLE</b></p> <p style="text-align: center;"><b>(GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES &amp; REALTY, INC., APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>6.8.</i></p>

On February 6, 2020, the Plan Commission carried a motion to recommend approval of this Condominium Plat subject to the conditions set forth in the attached resolution.

It is noted that the resolution numbers of condition No. 6 have been corrected because Resolution 2019-7473 had been amended by Resolution 2019-7526.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2020-\_\_\_\_\_, a resolution conditionally approving a condominium plat for the Cortez Condominiums development at 10504 West Cortez Circle (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant)

## RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE CORTEZ CONDOMINIUMS DEVELOPMENT AT 10504 WEST CORTEZ CIRCLE (GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for The Cortez Condominiums development, (total development includes two units (A and B) and a 700 square foot detached accessory building for Unit A), such plat being that part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section ; running thence South and parallel with the west line of said 1/4 Section, 80 feet to a point; thence East and parallel with the north line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the west line of said 1/4 Section, 80 feet to a point on the north line of said 1/4 Section; thence West along said north line 272.25 feet to the point of commencement, and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969 in Reel/Volume 480, Image/Page 784, as Document No. 4464721, more specifically, of the property located at 10504 West Cortez Circle, bearing Tax Key No. 797-9979-000, Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on February 6, 2020, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat is appropriate for approval pursuant to law upon certain conditions and is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for The Cortez Condominiums development, as submitted by Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE CORTEZ CONDOMINIUMS DEVELOPMENT  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

made by the applicant, and that all minor technical deficiencies within the Condominium Plat be rectified, all prior to the recording of the Condominium Plat.

2. Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for The Cortez Condominiums development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant, and The Cortez Condominiums development for the property located at 10504 West Cortez Circle: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The Cortez Condominiums development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. Applicants shall record the revised Condominium Plat with the Milwaukee County's Office of the Register of Deeds within 60 days of Common Council approval.
6. The Cortez Condominiums development project shall be developed in substantial compliance with previously approved Special Use, Resolutions 2019-7526 and 2019-7527.
7. This Condominium Plat shall be recorded with the Milwaukee County Register of Deeds prior to the issuance of a Building Permit.
8. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development.

BE IT FURTHER RESOLVED, that the Condominium Plat for The Cortez Condominiums be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE CORTEZ CONDOMINIUMS

RESOLUTION NO. 2020-\_\_\_\_\_

Page 3

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for the Cortez Condominiums 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 \_\_\_\_\_, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of February 6, 2020****Condominium Plat**


---

**RECOMMENDATION:** Department of City Development staff recommends approval of the subject Condominium Plat.

---

<b>Project Name:</b>	The Cortez Condominium Plat
<b>General Project Location:</b>	10504 West Cortez Circle
<b>Property Owner:</b>	Nisenbaum Homes & Realty, Inc.
<b>Applicant:</b>	Greg Nisenbaum, Nisenbaum Homes & Realty, Inc.
<b>Current Zoning:</b>	R-8 – Multiple-Family Residence District
<b>2025 Comprehensive Plan:</b>	Residential-Multifamily
<b>Use of Surrounding Properties:</b>	Residential-Multifamily and properties zoned M-1 Limited Industrial.
<b>Applicant's Action Requested:</b>	Approval of Condominium Plat.

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**PROJECT DESCRIPTION/ANALYSIS:**

Please note

- Recommendations are *underlined, in italics* and are included in the draft ordinance.

On December 17, 2019, the applicant, Nisenbaum Homes & Realty, Inc. filed an application for a Condominium Plat for a two-unit condominium development located at 10504 West Cortez Circle.

In March of 2019 the applicant received Special Use approval for the construction of a two-family residential side by side ranch townhome (Resolution No. 2019-7473) for the subject property. That approval was later amended in August to delete a condition regarding the requirement of a conservation easement as well as a condition allowing water laterals to be placed within the conservation easement. The amendment also revised time-frames for the development and deleted the woodlands and building areas depicted on the Plat of Survey and Site Plan (Resolution No. 2019-7526). At that time, the City also released the existing Conservation Easement via Resolution No. 2019-7527.

The current building location as illustrated on the condominium plat is shifted further west than the location as shown on the previous site plan at the time of special use approval. All R-8 District setbacks are still met with the front yard abutting South Lovers Lane and Corner Side Yard from West Cortez Circle

The applicant also added a detached accessory building to the site, which is a two-car garage for Unit A. Note that accessory buildings are a Permitted Use within the R-8 District per Table 15-3.0602; therefore, the garage is subject to review and approval through the building permitting

process The garage will be fully reviewed at that time; however, it can be noted that the structure complies with all R-8 District standards as well as accessory structure requirements of Division 15-3.0800 of the UDO

**RECOMMENDED MOTION:**

A motion to recommend approval of The Cortez Condominium Plat, subject to plans and architecture being in substantial conformance with the previous Special Use approval (Resolution 2019-7473 and 2019-7526) as determined by Department of City Development Staff.

## RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE CORTEZ CONDOMINIUMS DEVELOPMENT AT 10504 WEST CORTEZ CIRCLE (GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for The Cortez Condominiums development, (total development includes two units (A and B) and a 700 square foot detached accessory building for Unit A), such plat being that part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section ; running thence South and parallel with the west line of said 1/4 Section, 80 feet to a point; thence East and parallel with the north line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the west line of said 1/4 Section, 80 feet to a point on the north line of said 1/4 Section; thence West along said north line 272.25 feet to the point of commencement, and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969 in Reel/Volume 480, Image/Page 784, as Document No. 4464721, more specifically, of the property located at 10504 West Cortez Circle, bearing Tax Key No. 797-9979-000, Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on February 6, 2020, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat is appropriate for approval pursuant to law upon certain conditions and is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for The Cortez Condominiums development, as submitted by Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE CORTEZ CONDOMINIUMS DEVELOPMENT  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

made by the applicant, and that all minor technical deficiencies within the Condominium Plat be rectified, all prior to the recording of the Condominium Plat.

2. Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for The Cortez Condominiums development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant, and The Cortez Condominiums development for the property located at 10504 West Cortez Circle: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
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5. Applicants shall record the revised Condominium Plat with the Milwaukee County's Office of the Register of Deeds within 60 days of Common Council approval.
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7. This Condominium Plat shall be recorded with the Milwaukee County Register of Deeds prior to the issuance of a Building Permit.
8. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development.

BE IT FURTHER RESOLVED, that the Condominium Plat for The Cortez Condominiums be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE CORTEZ CONDOMINIUMS

RESOLUTION NO. 2020-\_\_\_\_\_

Page 3

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for the Cortez Condominiums 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 \_\_\_\_\_, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

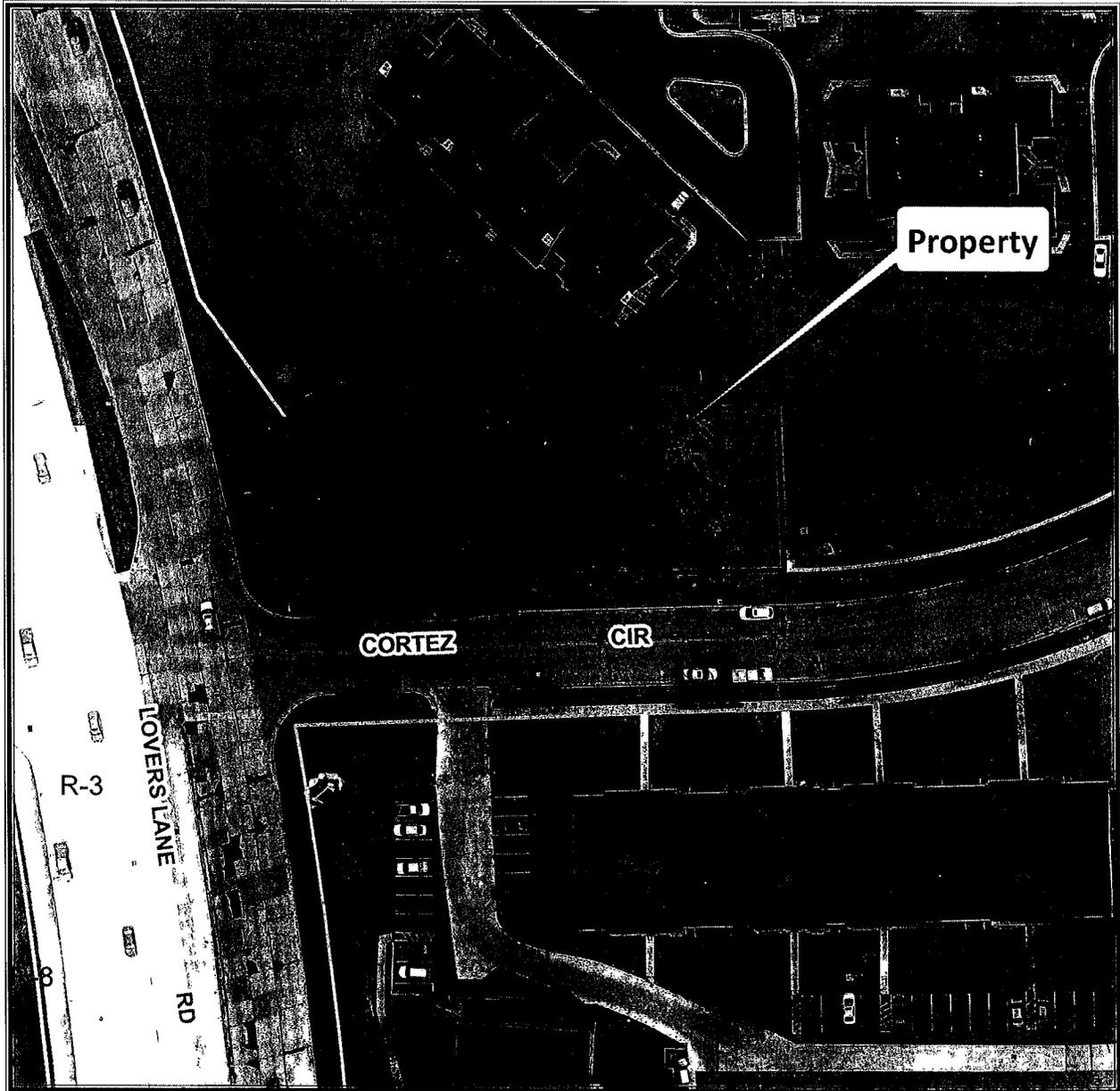
\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

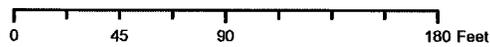
\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

10504 W. Cortez Circle  
TKN 747 9979 000



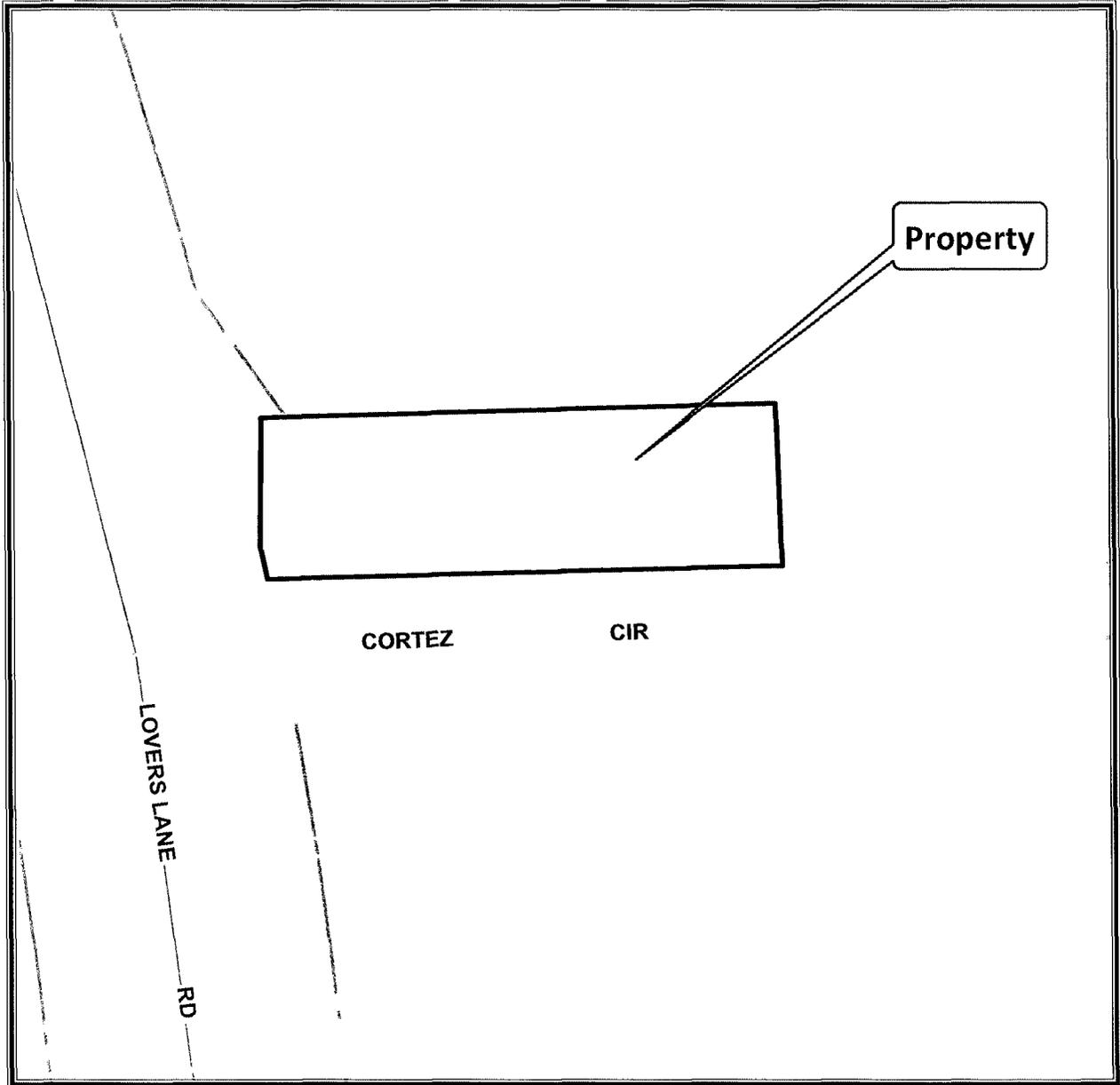
Planning Department  
(414) 425-4024



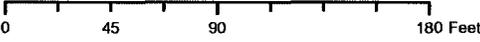
2017 Aerial Photo

*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.*

10504 W. Cortez Circle  
TKN 747 9979 000



Planning Department  
(414) 425-4024



*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.*



O1 / 16 / 2020

Greg Nisenbaum  
Nisenbaum Homes & Realty, Inc.  
8103 S. Country Club Circle  
Franklin, Wisconsin 53132  
cell : (414) 719-4244  
office : (414) 425-5950  
fax : (414) 425-5950  
e-mail : [gregoryn@nisenbaumhomes.com](mailto:gregoryn@nisenbaumhomes.com)  
web : [www.nisenbaumhomes.com](http://www.nisenbaumhomes.com)

To : Department Of City Development

Re : Application For Condominium Plat – 10504 W. Cortez Circle Franklin, Wi. 53132

The Following Addresses Staff Comments To The Application For Condominium Regarding The Unified Development Ordinance (UDO) Requirements.

1.The Required Setbacks On The Condominium Plat For R-8 Multiple-Family Residence District Development Standards Per Table 15-3.0209A ( See Attached Plat And UDO Table ).

Front Yard - 25'

Minimum Side On Corner Lot - 15'

Minimum Side Yard - 5'

Minimum Rear Yard – 25' D.U. & 10 – Garage

2.The Proposed Accessory Structure Setback is Relocated Accordingly To UDO Standards Per Section 15 – 3.0801B.1 ( See Attached Plat And UDO Standard ).

Table 15-3.0209A  
**R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT DEVELOPMENT STANDARDS**

Type of Standard	Special Use: Single-Family Detached D.U.s and Maximum Two-Attached D.U.s (Two-Family Structures)	Special Use: Multiple-Family Attached Dwelling Units with More Than Two D.U.s per Structure	
		Option 1	Option 2
<b>Minimum Open Space Ratio and Maximum Density</b>			
Open Space Ratio (OSR)	0.00	0.35	0.25
Gross Density (GD)	5.00	6.10	8.00
Net Density (ND)	5.00	8.00	8.00
<b>Lot Dimensional Requirements</b>			
Minimum Lot Area (s.f.)	6,000	43,560	43,560
Minimum Lot Width at Setback Line (feet)	60 & 75 – corner	150	150
Minimum Front Yard (feet)	25 (e)	30 (c, e)	30 (c, e)
Minimum Side Yard (feet)	5 (e)	20 (d, e)	20 (d, e)
Minimum Side Yard on Corner Lot (feet)	15 (e)	30 (e)	30 (e)
Minimum Rear Yard (feet)	25 – D.U. & 10 – garage (e)	30 (e)	30 (e)
Minimum Shore Buffer (feet)	75	75	75
Minimum Wetland Buffer (feet)	30	30	30
Minimum Wetland Setback (feet)	50	50	50
Maximum Lot Coverage (maximum percent of lot area)	0.35	N/A	N/A
<b>Minimum Total Living Area per Dwelling Unit (D.U.) in Single-Family and Two-Family Structures</b>			
1-Story D.U. 3 Bedrooms	1,250 s.f.	N/A	N/A
1-Story D.U. >3 Bedrooms	150 s.f. (a)	N/A	N/A
1-Story D.U. if Basement is < 600 Square Feet	250 s.f. (b)	N/A	N/A
Multi-Story D.U. 3 Bedrooms	1,550 s.f. – total & 950 s.f. – 1st floor	N/A	N/A
Multi-Story D.U. >3 Bedrooms	100 s.f. (a)	N/A	N/A
Multi-Story D.U. if Basement is < 600 Square Feet	250 s.f. (b)	N/A	N/A
<b>Maximum Building Height</b>			
Principal Structure (stories/ft.)	2.5/30	3.0/45	3.0/45
Accessory Structure (stories/ft.)	Single Family Uses, not for two-family uses, 1.0/15 (stories/ft.) (attached garages are required)	1.0/15	1.0/15

N/A = NOT APPLICABLE

- (a) Add to minimum required building floor area for each bedroom in excess of three (3).
- (b) Add to minimum required first floor area for each D.U. which has a basement less than 600 s.f.
- (c) Plus one (1) additional foot for each two (2) feet over thirty-five (35) feet of building height.
- (d) Plus five (5) additional feet for each additional story above two (2) stories of building height.
- (e) See Section 15-5.0108 for increased setback requirements along arterial streets and highways.

## § 15-3.0801 General Standards for Accessory Uses and Structures.

- A. **Accessory Uses and Structures.** Accessory uses and structures are permitted in any zoning district but not until the principal structure is present or under construction on the lot or parcel. Residential accessory uses and structures shall not involve the conduct of any business, trade, or industry, except as allowed for Home Occupations defined and regulated in this Ordinance. Accessory uses and structures include incidental repairs; storage; parking facilities; gardening; servants, owners, itinerant agricultural laborers, and watchmen's temporary quarters, not for rent; decks; private above ground swimming pools (except wading pools having a depth of less than two feet and which are readily moveable); private in-ground swimming pools and spas (outdoors); and private emergency shelters.
- B. **Location.**
1. No part of an accessory structure shall be located in a front yard, corner side yard, or any rear yard abutting a street on a corner lot. For a rear yard abutting a street on a corner lot, the setback shall be the required corner side setback of the zoning district, except as provided in B.2, 3, 4 and 5 below. Where the front of a principal structure on a double frontage lot faces a street other than an arterial street and the principal structure is not on a corner lot, an accessory use or structure may be placed in the yard facing the arterial street provided that all zoning district front and side yard setbacks from the arterial street lot line are met, except where otherwise allowed for fences per § 15-3.0905 and § 15-3.0802E2b.
  2. A maximum of one accessory structure (not including private swimming pools and outdoor spas) not exceeding 150 square feet in area shall be setback at least five feet from the side or rear lot lines and shall also be subject to the minimum wetland setback for the zoning district in which it is located and all wetland buffer and shore buffer provisions of this Ordinance.
  3. Accessory structures (not including private swimming pools and outdoor spas) exceeding 150 square feet in area shall be set back from the side or rear lot lines in accordance with the required setbacks for the principal building of the zoning district.
  4. Private swimming pools (except wading pools having a depth of less than two feet and which are readily movable) and outdoor spas, shall be set back at least 10 feet from the side or rear lot lines and shall also be subject to the minimum wetland setback for the zoning district in which it is located and all wetland buffer and shore buffer provisions of this ordinance.
  5. When an alley exists, no part of an accessory building shall be located closer than five feet to the right-of-way line.
- C. **Maximum Size.**
1. Accessory structures on properties not exceeding 40,000 square feet in area shall not exceed 720 square feet in size.
  2. Accessory structures on properties exceeding 40,000 square feet in area shall not exceed 900 square feet in size.
  3. Notwithstanding the above, any masonry constructed accessory structure shall not exceed 1,200 square feet in size.
- D. **Location On Easements.** No accessory structure shall be constructed within or over on an easement.
- E. **Time of Construction.** No accessory structure shall be constructed on any lot prior to the start of construction of the principal building to which it is accessory.
- F. **Percentage of Required Rear Yard Occupied.** No accessory structure or structures shall occupy more than 40% of the area of a required rear yard.
- G. **Height of Accessory Buildings or Structures.** No accessory structure, or portion thereof, shall exceed the maximum permitted height of the zoning district in which the accessory structure is located.
- H. **No Slab Required for Accessory Structures (Excluding Private Swimming Pools, and Outdoor Spas) of 150 Square Feet or Less in Area.** Accessory structures of 150 square feet or less in area (excluding trash and garbage waste receptacles, or dumpsters, in the R-8, PDD, and all nonresidential zoning districts) shall not require a concrete slab foundation. If a

## Project Summary / Narrative

The vacant lot at 10504 W. Cortez Circle Franklin, Wi. 53132 was approved by the City of Franklin Planning Department and City of Franklin Common Council to build a new two family side by side ranch townhome residence . Each ranch unit is 1,371 sq.ft. of living space + basement(see approved plan).

The attached application is to convert the approved plan from a townhome to a proposed condominium. Each unit sq. ft. of living space + basement will remain the same. There is however a proposed 700 sq. ft. detached garage that is added and shown on the Condominium Plat along with the new proposed garage plan ( see attached ). The proposed detached garage colors will match the townhome / condominium colors.The proposed condominium and proposed detached garage as shown on the plat complies with the City of Franklin R-8 Multiple -Family Residence District Development Standards.

There was a Conservation Easement on the vacant lot on the original plat of survey that was presented to the Planning Department and Common Council which was approved and recorded. The Conservation Easement has since been vacated,waived,released,and recorded under Resolution # 2019- 7477.

Since the Conservation Easement has since been vacated,waived,released and recorded, it allowed for more land to be utilized for the proposed condominium and to be resituated on the vacant lot, along with adding the proposed detached garage shown on the Condominium Plat (see plat ).

The address's of each of the proposed condominium unit's is 10504 A which includes the detached garage, and 10504 B (see plat ).

The tax key # of the vacant lot is : 7479979000

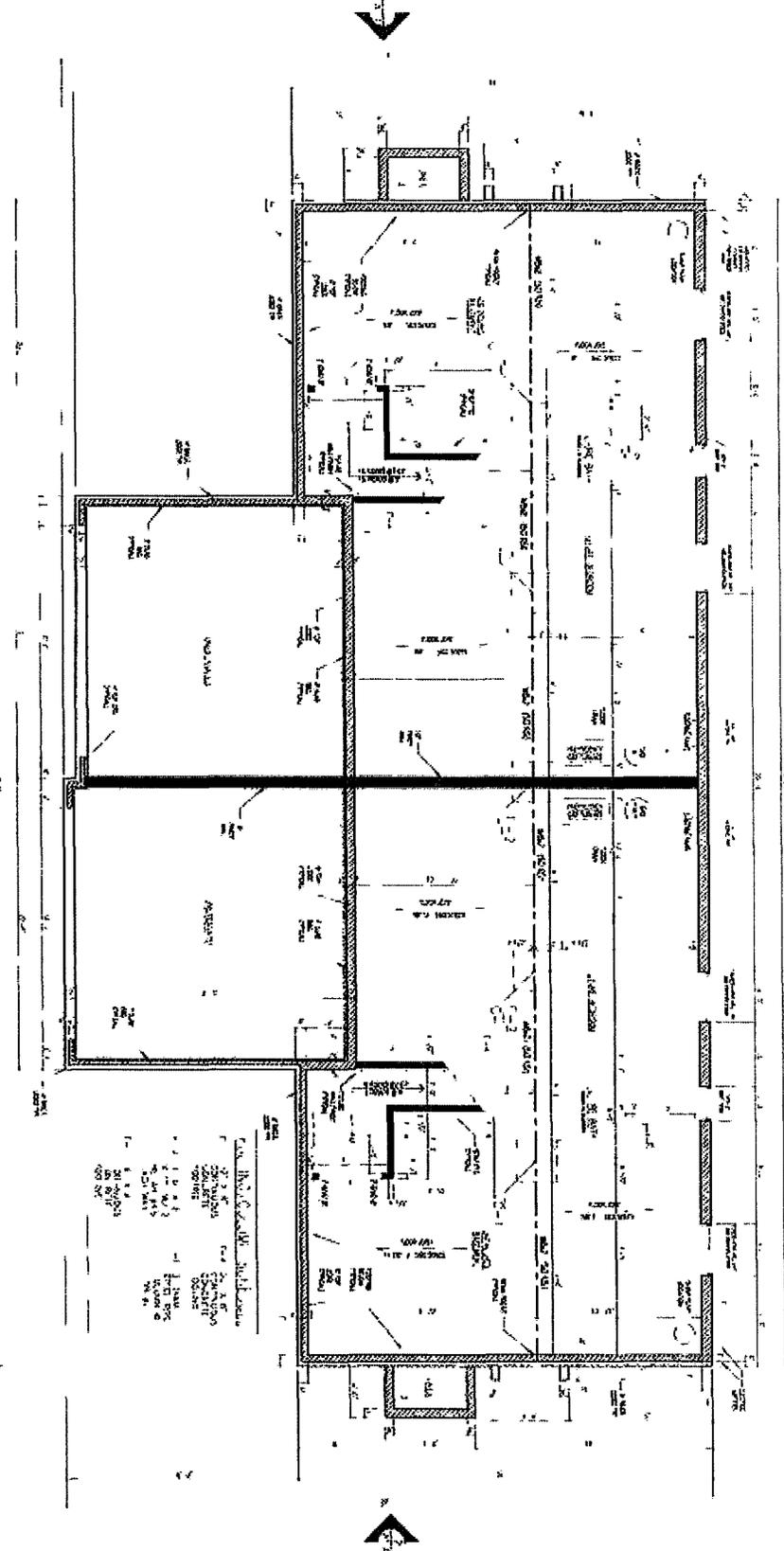
The total lot area of the vacant lot is 0.45 acres or 19,772 sq. ft. The limited common element area for the proposed condominium unit A and detached garage is 9,886 sq.ft. The limited common element area for the proposed condominium unit B is 9,887 sq.ft. There is a 60 ' x 60 ' vision triangle. Limit of Limited Common Element is party wall of building extended ( see plat ).

### Legal Description

10504 W. Cortez Circle Franklin, Wi. 53132

That part of the Southwest  $\frac{1}{4}$  of Section 5, in Township 5 North, Range 21 East, bounded and described as follows : Commencing at a point in the North  $\frac{1}{4}$  Section line, 663 feet East of the Northwest corner of said  $\frac{1}{4}$  Section ; running thence South and parallel with the West line of said  $\frac{1}{4}$  Section, 80 feet to a point ; thence East and parallel with the North line of said  $\frac{1}{4}$  Section, 272.25 feet to a point ; thence North and parallel with the West line of said  $\frac{1}{4}$  Section, 80 feet to a point on the North line of said  $\frac{1}{4}$  Section ; thence West along said North line 272.25 feet to the point of commencement , and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969 in Reel / Volume 480 , Image / Page 784 , as Document No. 4464721.

**1 BASEMENT FLOOR PLAN**



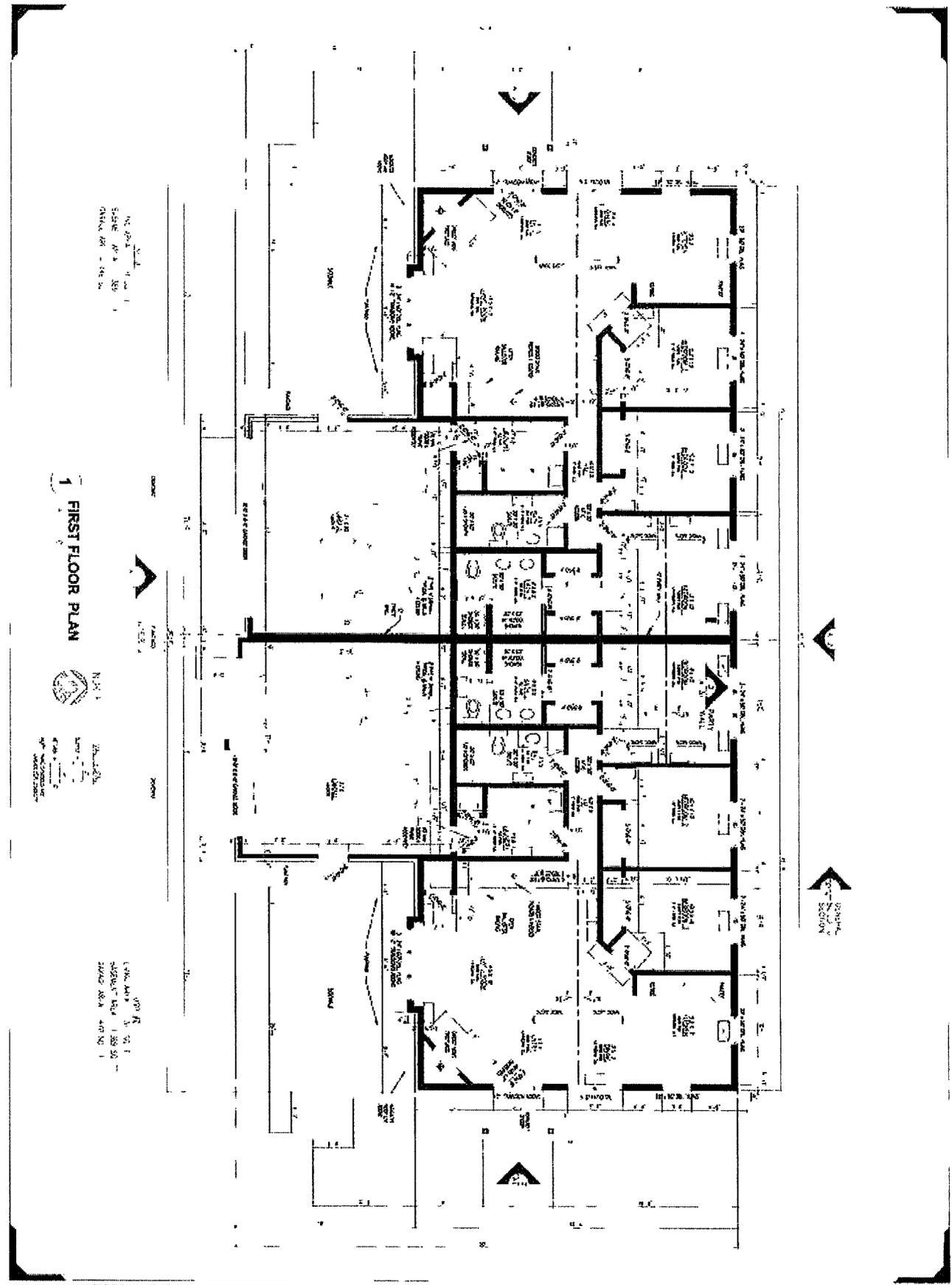
**NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL WALLS ARE 8" THICK CONCRETE UNLESS NOTED OTHERWISE.
3. ALL FLOORS ARE 4" THICK CONCRETE ON 4" THICK REBAR.
4. ALL CEILING ARE 8" THICK CONCRETE UNLESS NOTED OTHERWISE.
5. ALL ROOF ARE 4" THICK CONCRETE ON 4" THICK REBAR.
6. ALL FOUNDATION ARE 12" THICK CONCRETE ON 4" THICK REBAR.
7. ALL EXTERIOR WALLS ARE 8" THICK CONCRETE ON 4" THICK REBAR.
8. ALL INTERIOR WALLS ARE 8" THICK CONCRETE ON 4" THICK REBAR.
9. ALL DOORS ARE 2" THICK SOLID CORE UNLESS NOTED OTHERWISE.
10. ALL WINDOWS ARE 2" THICK SOLID CORE UNLESS NOTED OTHERWISE.
11. ALL MECHANICAL SYSTEMS ARE TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
12. ALL ELECTRICAL SYSTEMS ARE TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
13. ALL PLUMBING SYSTEMS ARE TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
14. ALL FINISHES ARE TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
15. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

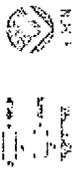
**TWO FAMILY SIDE BY SIDE RANCH RESIDENCE  
THE CORTEZ TOWNHOME**  
10504 W. CORTEZ CIRCLE  
FRANKLIN, WISCONSIN 53132

**NISENBAUM HOMES & REALTY, INC.**  
8103 S. COUNTRY CLUB CIRCLE  
FRANKLIN, WISCONSIN 53132  
GREG NISENBAUM PRESIDENT/BUILDER/BROKER  
(414) 425-5950 E MAIL gregoryr@nisenbaumh.com

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
SCALE: \_\_\_\_\_  
SHEET: \_\_\_\_\_  
TOTAL: \_\_\_\_\_  
**A1.0**  
1/23



**1 FIRST FLOOR PLAN**



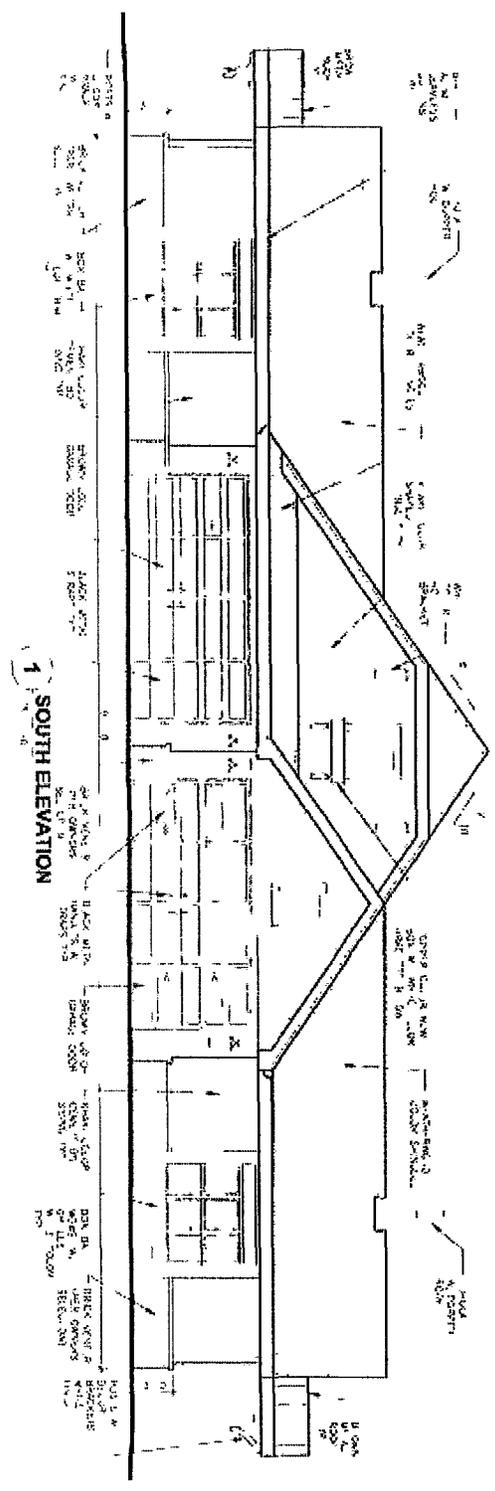
NO. 101  
SCALE: 1/8" = 1'-0"  
DRAWN BY: G. NISENBAUM

DATE: 10/1/01  
SUBJECT: 10504 W. CORTEZ CIRCLE  
SHEET NO. 1 OF 1

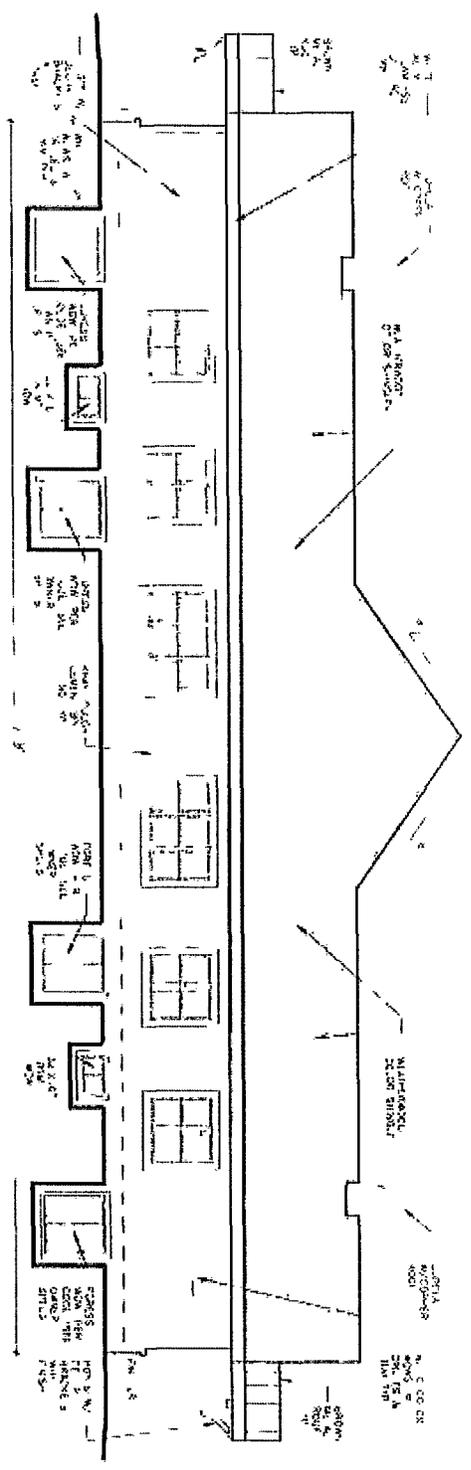
DATE	10/1/01
BY	G. NISENBAUM
CHECKED BY	G. NISENBAUM
SCALE	1/8" = 1'-0"
<b>ALL</b>	
101	

**TWO FAMILY SIDE BY SIDE RANCH RESIDENCE**  
**THE CORTEZ TOWNHOME**  
 10504 W. CORTEZ CIRCLE  
 FRANKLIN, WISCONSIN 53132

**NISENBAUM HOMES & REALTY, INC.**  
 8103 S. COUNTRY CLUB CIRCLE  
 FRANKLIN, WISCONSIN 53132  
 GREG NISENBAUM PRESIDENT/BUILDER/BROKER  
 (414) 425-5353 E-MAIL: gregoryn@nisenbaum-homes.com



1 SOUTH ELEVATION



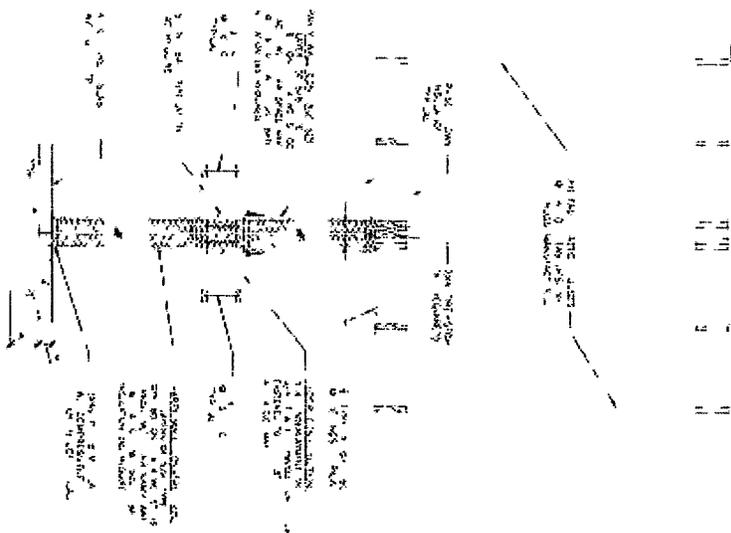
2 NORTH ELEVATION

SHEET NO. **A1.2**  
 DATE 3/15/11  
 DRAWN BY  
 CHECKED BY  
 PROJECT NO.

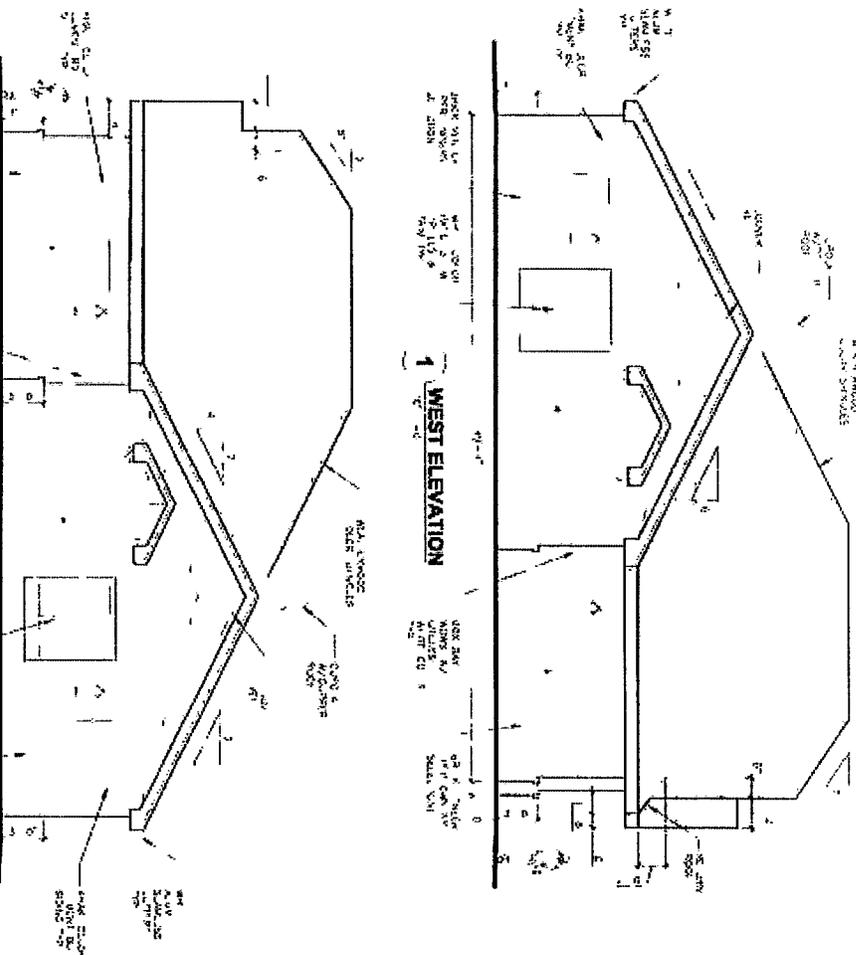
**TWO FAMILY SIDE BY SIDE RANCH RESIDENCE**  
**THE CORTEZ TOWNHOME**  
 10504 W CORTEZ CIRCLE  
 FRANKLIN, WISCONSIN 53132

**NISENBAUM HOMES & REALTY, INC.**  
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 FRANKLIN, WISCONSIN 53132  
 GREG NISENBAUM, PRESIDENT/BUILDER/BROKER  
 (414) 425-5950 E-MAIL gregoryn@nisenbaumhomes.com

**3 PARTY WALL SECTION**



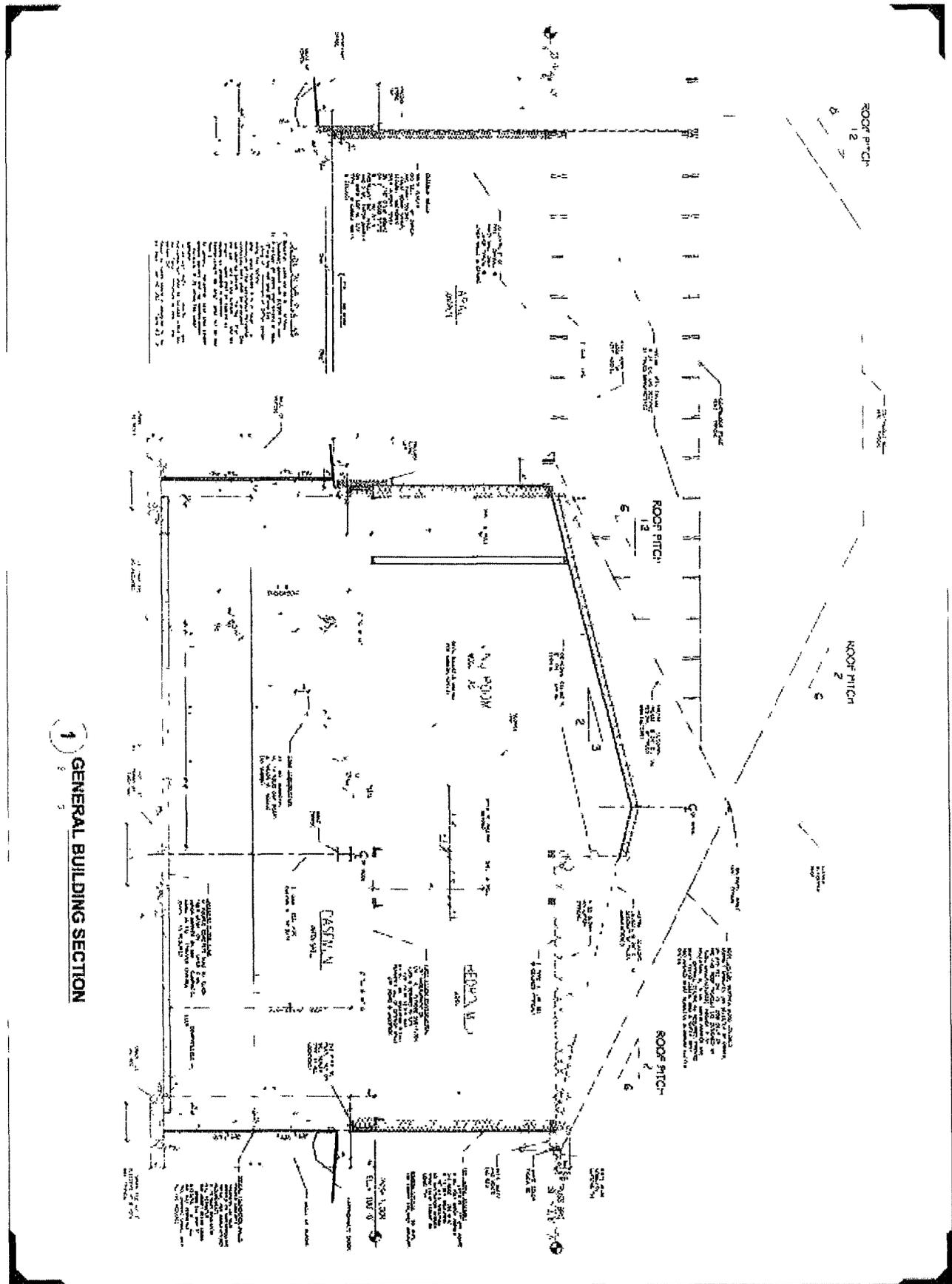
**2 EAST ELEVATION**



TWO FAMILY SIDE BY SIDE RANCH RESIDENCE  
**THE CORTEZ TOWNHOME**  
 10504 W. CORTEZ CIRCLE  
 FRANKLIN, WISCONSIN 53132

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**A1.3**  
 1 OF 3

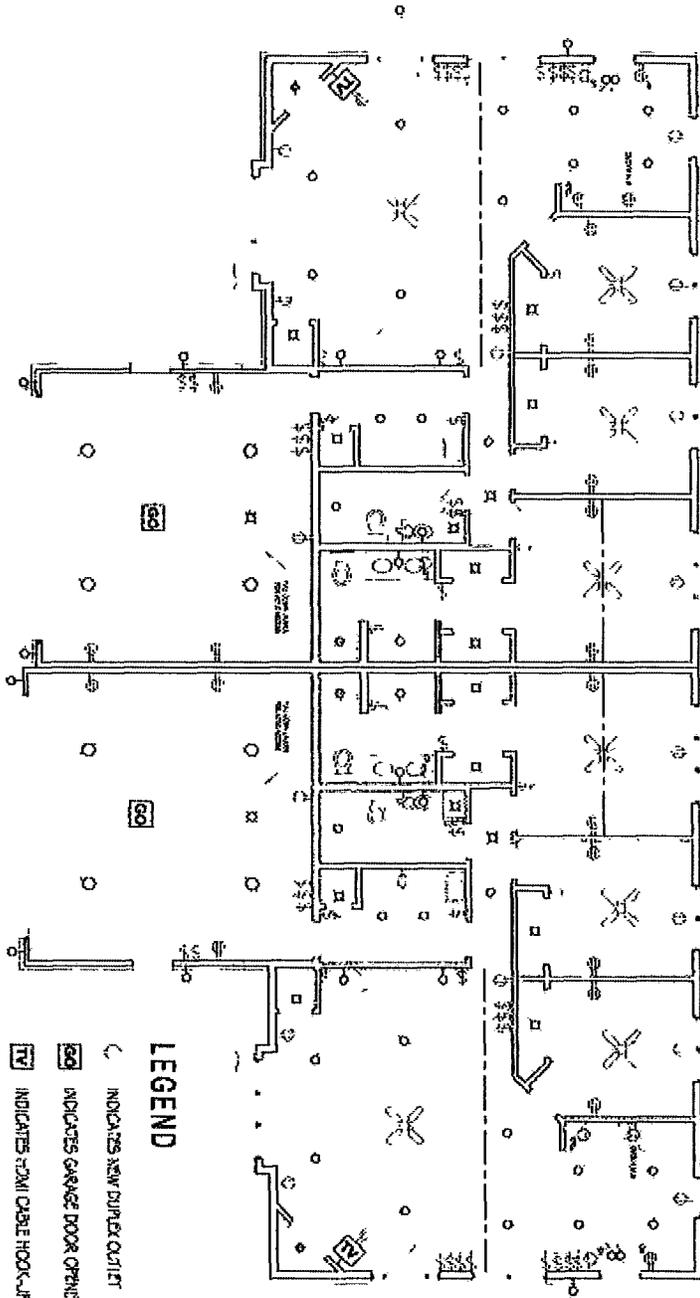


1 GENERAL BUILDING SECTION

SHEET NO. 111  
 DATE 11/14/14  
 SCALE AS SHOWN  
 11/14/14

**TWO FAMILY SIDE BY SIDE RANCH RESIDENCE**  
**THE CORTEZ TOWNHOME**  
 10504 W CORTEZ CIRCLE  
 FRANKLIN, WISCONSIN 53132

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 GREG NISENBAUM PRESIDENT/BUILDER/BROKER  
 (414) 425-5950 E-MAIL greg@nisenbaumhomes.com



1 FIRST FLOOR ELECTRICAL PLAN



**LEGEND**

- INDICATES RECESSED CAN LIGHT FIXTURE
- INDICATES PULL CHAIN LIGHT FIXTURE
- INDICATES INDOOR/OUTDOOR LIGHT FIXTURE
- ⊗ INDICATES CEILING FAN W/LIGHT
- ⓧ INDICATES TV CABLE HOOK-UP FOR TV
- ⓧ INDICATES GARAGE DOOR OPERATOR W/LIGHT
- INDICATES NEW DUPLEX OUTLET

DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 PROJECT NO: \_\_\_\_\_  
 SHEET NO: \_\_\_\_\_

**E.T.O.**

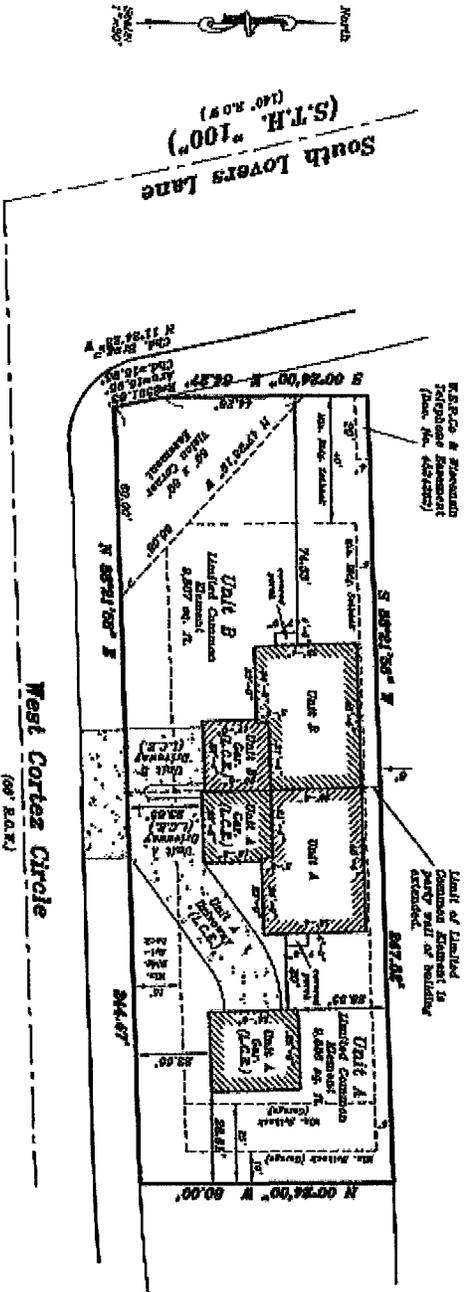
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**THE CORTEZ TOWNHOME**  
 10504 W. CORTEZ CIRCLE  
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 (414) 425-5950 E-MAIL [gregoryn@nisenbaumhomes.com](mailto:gregoryn@nisenbaumhomes.com)

# The Cortez Condominium

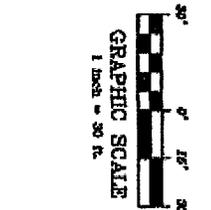
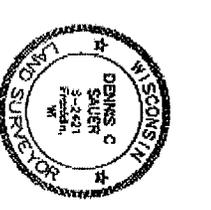
City of Franklin, Milwaukee County, Wisconsin

**LEGAL DESCRIPTION:**  
 That part of the southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 563 feet East of the Northwest corner of said 1/4 Section, running thence South and parallel with the West line of said 1/4 Section, 80 feet to a point; thence East and parallel with the North line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the West line of said 1/4 Section, 80 feet to a point on the North line of said 1/4 Section; thence West along said North line 272.25 feet to the point of commencement, and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1959, in Book/Volume 485, Page/Leaf 784, as Document No. 4454721.



**Notes:**  
 The location of easements, utilities, such as gas mains, electric lines, water and sewer lines, etc., shall not be determined and shown on this plan. It is the intent that any utility owner shall make, that utility shall be shown on a separate sheet and the responsibility of repair and replacement shall be assumed by the owner of such utility. If any utility serves a single unit, it is intended by the owner to adjoining units. Limited Common Element, the owner of such unit shall be responsible for all repairs and replacement.  
 L.C.E. = Limited Common Element  
 See sheet 2 for floor plans.

I, Donald C. Sawyer, a Registered Land Surveyor, do hereby certify that I have surveyed the above described property of the subdivision plan and that the location of the building footprint on said property, the plan is a correct representation of the building footprint and the location of the building footprint and the location of the building footprint on said property.  
 Date: January 15, 2020  
 Donald C. Sawyer, P.L.S. 5621



Job No. 110962

Sheet 1 of 2

**Address:**  
 Unit A - 10504 N. Cortez Circle, Franklin, WI 53122  
 Unit B - 10504 N. Cortez Circle, Franklin, WI 53122

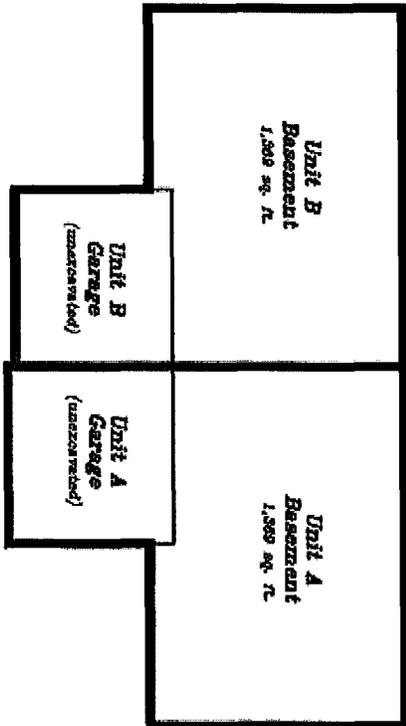
**Prepared By:**  
 Donald C. Sawyer, P.L.S. 5621  
 Registered Land Surveyor, Inc.  
 4109 S. Cassady Club Circle  
 Franklin, WI 53122

**Prepared For:**  
 Milwaukee Home & Realty, Inc.  
 470 Chicago Boulevard  
 4109 S. Cassady Club Circle  
 Franklin, WI 53122

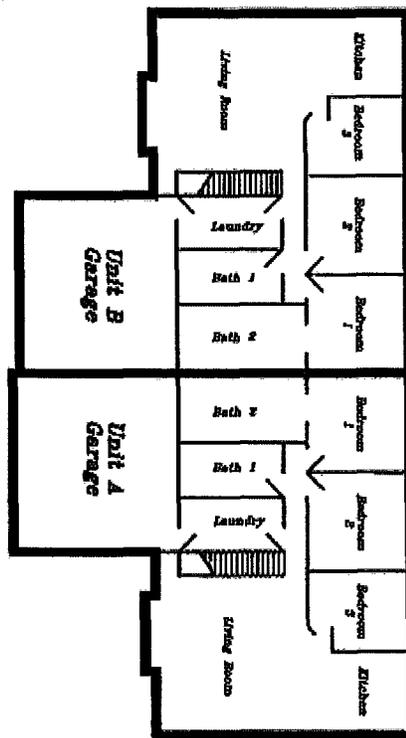
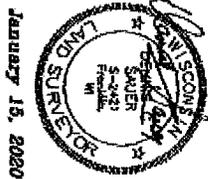
On-File-Book

# The Cortez Condominium

City of Franklin, Milwaukee County, Wisconsin



<b>Unit B Basement</b> 1,389 sq. ft. Address: 10504B W. Cortez Circle	<b>Unit A Basement</b> 1,389 sq. ft. Address: 10504A W. Cortez Circle
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<b>Unit B First Floor</b> Living Area - 1,971 sq. ft. Garage - 446 sq. ft. Address: 10504B W. Cortez Circle	<b>Unit A First Floor</b> Living Area - 1,971 sq. ft. Garage - 470 sq. ft. Address: 10504A W. Cortez Circle
--	--

<b>APPROVAL</b> <i>slw</i> <i>pat</i>	<b>REQUEST FOR COMMON COUNCIL ACTION</b>	<b>MEETING DATE</b> Feb 17, 2020
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Consideration of a 2020 \$400,000 Municipal Revenue Obligation prepayment to TI Investors of Franklin Apartments LLC</b>	<b>ITEM NUMBER</b> <i>G.9.</i>

**Background**

On February 23, 2018 the City provided TI Investors of Franklin Apartments LLC a \$2 million Municipal Revenue Obligation. This was a grant for the demolition of a property the City wanted removed from the site that the Developer was working upon. The MRO carries a 4.5% interest rate.

MRO payments are dependent upon increment in Tax Increment District 3. The TID increment is shared between City General Obligation Note payments and the MRO. If there are unpaid MRO principal balances when the TID closes, the balance of the MRO is void.

The required MRO payment for 2020 is \$360,005, and required GO Note payment of \$745,175. Some of these payments are due March 2, 2020, with a portion of the GO Note interest payment due Sept 1, 2020.

**Analysis**

TID 3 has resources beyond the Tax increment – that being some shared revenue from the State. Those resources in 2020 are sufficient to make prepayments upon the MRO of at least \$400,000. That amount was included in the 2020 Adopted TID3 budget.

Current investment returns on city investable funds are generating 160 basis points (a basis point being 1 100<sup>th</sup> of a percent). Since the MRO has a 450 basis point interest cost, it is advantageous to make prepayments on the MRO as funds become available.

TID3 has an expenditure period that ends in June, 2020, after which time the TID can incur no new project costs. The MRO has restrictions upon new project cost commitments on the part of the City. The Economic Development Director recently confirmed there are no expected new project costs in TID3.

The MRO prepayment may permit the TID to close one year earlier than planned, as the interest savings on the prepayment will save approximately \$60,000 over the remaining life of the TID.

**Recommendation**

The Finance Committee recommended making the payment at it Jan 28, 2020 meeting.

**COUNCIL ACTION REQUESTED**

Motion authorizing the scheduled \$360,005 MRO principal and interest payment on March 2, 2020 and a \$400,000 prepayment on the MRO due to TI Investors of Franklin Apartments LLC on that same date

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 17, 2020
Reports & Recommendations	<b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE ROADWAY AND INFRASTRUCTURE OF THE DEDICATED PUBLIC RIGHT-OF-WAY PER THE RECORDED CERTIFIED SURVEY MAP NO. 9014 WITH THE STREET NAME W. STATESMAN WAY</b>	<b>ITEM NO.</b> <i>6.10.</i>

**BACKGROUND**

Road dedication for W. Statesman Way from S. 27<sup>th</sup> Street to S. 31<sup>st</sup> Street was depicted in the recorded Certified Survey Map No. 9014 with the street name W. Statesman Way.

**ANALYSIS**

The road is between South 27th Street (STH 41) and South 31st Street.

Staff has inspected the constructed improvements and finds them to be satisfactory per the attached inspection review summary.

**OPTIONS**

- A. Accept the improvements, or
- B. Refer back to Staff with further direction.

**FISCAL NOTE**

No impact to current budgets. Infrastructure will be added to contributed capital.

**RECOMMENDATION**

(Option A) Resolution 2020-\_\_\_\_\_ a resolution authorizing certain officials to accept the roadway and infrastructure of the dedicated public right-of-way per the recorded Certified Survey Map No. 9014 with the street name W. Statesman Way.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS  
TO ACCEPT THE ROADWAY AND INFRASTRUCTURE  
OF THE DEDICATED PUBLIC ROAD RIGHT OF WAY  
PER THE RECORDED CERTIFIED SURVEY MAP NO. 9014  
WITH THE STREET NAME  
WEST STATESMAN WAY

-----  
WHEREAS, TI Investors of Franklin Apartments LLC, the Developer, has requested that the City of Franklin officially accept the completion of the roadway and infrastructure of the dedicated public road right of way per the recorded Certified Survey Map No. 9014; and

WHEREAS, the public roadway infrastructure is necessary to provide access to an adjacent development; 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 roadway infrastructure and take the full responsibility of its maintenance and therefore the Mayor and City Clerk are hereby authorized to accept the roadway and infrastructure on behalf of the City.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**CITY OF FRANKLIN**  
**FINAL SUBDIVISION RELEASE REVIEW SUMMARY**

SUBDIVISION. ZILBER MULTI-FAMILY, 7333 S. 27<sup>TH</sup>

DEVELOPER: K M

ENGINEER TRD

Letter of approval from inspecting Engineer for completed infrastructure installation, completion of punch list items, safe water sample and testing sanitary and storm sewers and manholes and water mains installed by the developer within public easement  Yes  No

FINAL LIFT OF ASPHALT INSTALLED 10/15/2019  Yes  No

STREETS LIGHTS INSTALLED  Yes  No

STREET TREES INSTALLED WILL BE INSTALLED BY THE CITY  Yes  No

PUBLIC SANITARY, WATERMAIN & STORM SEWER ASBUILTS FEB -2019  Yes  No

SEWER & WATER DEPARTMENT ACKNOWLEDGEMENT

COMMENTS GOOD - OCTOBER 2019

DEPARTMENT OF PUBLIC WORKS ACKNOWLEDGEMENT

COMMENTS GOOD - OCTOBER 2019

ALL REQUIRED SIDEWALKS INSTALLED NEED AS-BUILT C KINDER CARE  Yes  No

STREET SIGNS INSTALLED  Yes  No

CURB AND GUTTER INSTALLED NEED TO ADDRESS TWO SPOTS SEE AS-BUILT 12-12-2019  Yes  No

SURVEY MONUMENTS WERE SET IN ACCORDANCE WITH REQUIREMENTS OF CHAPTER 326 15 WIS. STATUTES  Yes  No

SEEDING OF SITE (INCLUDING POND)  Yes  No

COMMENTS THE SITE IS ALL SEEDED.

EROSION CONTROL - PENDING  Yes  No

COMMENTS DEVELOPER SHALL BE RESPONSIBLE FOR REMDUAL ONCE DISTURBED AREA IS COVERED BY 95% ESTABLISHED VEGETATION.

CERTIFICATION OF GRADES GIVEN ON THE APPROVED MASTER GRADING PLAN  Yes  No

COMMENTS NONE (THIS IS GOOD)

STORMWATER PONDS CERTIFICATION  Yes  No

COMMENTS NONE (NO OUTSTANDING ISSUE ACCORDING TO SARA)

OVERALL COMMENTS: SIDEWALK @ KINDER CARE IS OKAY (JIM 1-13-2020)

CHECKED BY. PMA 1-07-2020

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR BOARD OF COMMON COUNCIL ACTION</b>	<b>MTG. DATE</b> February 17, 2020
Reports & Recommendations	<b>ORDINANCE TO REMOVE REFERENCES TO:          THE EAST SIDE OF S. MISSION DRIVE FROM §245-5 F;          THE WEST SIDE OF S. MISSION DRIVE FROM §245-5 D (4);          AND THE NORTH SIDE OF W. ROBINWOOD LANE FROM          §245-5 F; THEN ADD ALL THREE LOCATIONS PLUS THE          SOUTH SIDE OF W. ROBINWOOD LANE, 50 FEET EAST AND          50 FEET WEST OF CENTERLINE OF S. MISSION DRIVE          RIGHT-OF-WAY TO §245-5 D (6)          FOR 7:00 AM TO 5:00 PM, WEEKDAYS ONLY</b>	<b>ITEM NO.</b> <i>Gill.</i>

**BACKGROUND**

An “Ordinance to add to the Municipal Code Section 245-5 D (4) establishing parking restrictions on south side of W. Robinwood Lane, 50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way” was discussed and tabled at the January 21, 2020, Common Council meeting (Item G.22). The February 11, 2020, Board of Public Works discussed this item in further detail and have more recommendations to the Common Council.

**ANALYSIS**

The Common Council discussed that perhaps with school security, the parking restrictions should be all day, not just the morning and afternoon time slots.

Staff solicited comments from the School District and they have no concerns. Comments from the Police Department were also solicited on this issue and they had no preference for either morning/afternoon restrictions or all-day restrictions. In addition, the Police Department noted that in the past, the neighborhood was allowed to add input. *“... Most people prefer the morning/afternoon restrictions so they and their guests can park in front of their homes the rest of the day We don’t have a problem if they want all day No Parking ”*

Staff made telephone contact with the three most affected residents and was able to reach the two residents east of Mission Drive and both had no objections to increasing the parking restrictions to all day.

The Board of Public Works considered this matter and is recommending that the new parking restriction location on the south side of W. Robinwood Lane, as well as the current parking restrictions on the north side of W. Robinwood Lane and the east and west sides of S. Mission Drive, be no parking, from 7:00 am to 5:00 pm, weekdays only. The Board had some comments as they deliberated their decision:

- The slot times were instituted primarily to keep students from parking around the high school.
- The times should not be 24-hours since school is never in session after hours and on weekends.
- “School days” is a difficult stipulation since this school is often used for summer school.
- Summer school does create congestion with parents picking up and dropping off students.

The three existing parking restrictions are found in the municipal code sections: §245-5 D (4) No Parking at any time on the following streets or portion of streets; and §245-5 F Parking in School Zones... on regular school days between 7:30 a.m. and 4:30 p.m....

<b>Name of Street</b>	<b>Sides</b>	<b>Location</b>
S. Mission Drive [Added 10-20-2009 by Ord No. 2009-1985] - <u>§245-5 F</u>	East	From Robinwood Lane to 80 feet north from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. to 4:00 p.m. on school days
Mission Drive [Added 8-24-2004 by Ord. No. 2004-1808]- <u>§245-5 D (4)</u>	West	From Robinwood Lane to 150 feet north, from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. on school days
Robinwood Lane [added 8-24-2004 by Ord. No. 2004-1809; repealed 3-20-2007 by Ord. No. 2007-1910]- <u>§245-5 D (4)</u>	<i>blank</i>	<i>Blank</i>
W. Robinwood Lane [Added 10-20-2009 by Ord. No. 2009-1985]- <u>§245-5 F</u>	North	From S. Mission Drive to 110 feet west from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. to 4:00 p.m. on school days

Staff recommends that to be consistent with the recommendation by the Board of Public Works, all locations be removed from §245-5 D (4) and §245-5 F and relocated in **§245-5 D (6)** At the times set forth below for the following streets or portions of streets.

<b>Name of Street</b>	<b>Sides</b>	<b>Location</b>	<b>Times</b>
S. Mission Drive	East	From Robinwood Lane to 80 feet north	7:00 am to 5:00 pm, weekdays only
S. Mission Drive	West	From Robinwood Lane to 150 feet north	7:00 am to 5:00 pm, weekdays only
W. Robinwood Lane	North	From Mission Drive to 200 feet east	7:00 am to 5:00 pm, weekdays only
W. Robinwood Lane	South	50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way	7:00 am to 5:00 pm, weekdays only

### OPTIONS

- A. Remove references to the intersection of S. Mission Drive and W. Robinwood Lane from §245-5 D (4) and §245-5 F and add parking restrictions at all four locations in §245-5 D (6) for 7:00 am to 5:00 pm, weekdays only.
- B. Give further guidance to Staff.

**FISCAL NOTE**

Signs and paint for the curb may be accomplished within the existing DPW budget.

**RECOMMENDATION**

(Option A) Ordinance 2020-\_\_\_\_\_ an ordinance to remove references to: the east side of S. Mission Drive from §245-5 F.; the west side of S. Mission Drive from §245-5 D. (4); and the north side of W. Robinwood Lane from §245-5 F.; then add all three locations plus the south side of W. Robinwood Lane, 50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way to §245-5 D. (6) for 7:00 am to 5:00 pm, weekdays only.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2020-\_\_\_\_\_

ORDINANCE TO REMOVE REFERENCES TO:  
THE EAST SIDE OF S. MISSION DRIVE FROM §245-5 F;  
THE WEST SIDE OF S. MISSION DRIVE FROM §245-5 D (4);  
AND THE NORTH SIDE OF W. ROBINWOOD LANE FROM §245-5 F;  
THEN ADD ALL THREE LOCATIONS PLUS  
THE SOUTH SIDE OF W. ROBINWOOD LANE, 50 FEET EAST AND 50 FEET WEST OF  
CENTERLINE OF S. MISSION DRIVE RIGHT-OF-WAY TO §245-5 D (6)  
FOR 7:00 AM TO 5:00 PM, WEEKDAYS ONLY

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WHEREAS, the Board of Public Works has recommended to Common Council to have 'No Parking' on the south side of W. Robinwood Lane for 100-feet centered from the centerline of S. Mission Drive; and

WHEREAS, the Common Council asked Staff and the Board of Public Works to consider the timing of parking restrictions for all locations at this intersection near Robinwood Elementary School; and

WHEREAS, other parking in the vicinity of S. Mission Drive and W. Robinwood Lane is restricted from 8:00-9:30 a.m. and 3:00 to 4:00 p.m. on school days; and

WHEREAS, Staff has solicited input from neighboring properties and the Franklin School District; and

WHEREAS, the Board of Public Works has considered the issues and is recommending that all locations at this intersection be restricted from 7:00 am to 5:00 pm, weekdays only; and

WHEREAS, the Common Council concurs with the Board of Public Works and Staff recommendations.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin do ordain as follows:

SECTION I. Section 245-5 D (4) of the Municipal Code of the City of Franklin is hereby amended as follows:

REMOVE:

NAME OF STREET: "Mission Drive"

SIDES: "West"

LOCATION: "From Robinwood Lane to 150 feet north, from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. on school days"

SECTION II. Section 245-5 F of the Municipal Code of the City of Franklin is hereby amended as follows:

REMOVE:

NAME OF STREET: "S. Mission Drive"

SIDES: "East"

LOCATION: "From Robinwood Lane to 80-feet north from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. to 4:00 p.m. on school days"

NAME OF STREET: "W. Robinwood Lane"

SIDES: "North"

LOCATION: "From S. Mission Drive to 110 feet west from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. to 4:00 p.m. on school days"

SECTION III. Section 245-5 D (6) of the Municipal Code of the City of Franklin is hereby amended as follows:

ADD:

NAME OF STREET: "S. Mission Drive"

SIDES: "East"

LOCATION: "From Robinwood Lane to 80 feet north"

TIMES: "7:00 am to 5:00 pm, weekdays only"

NAME OF STREET: "S. Mission Drive"

SIDES: "West"

LOCATION: "From Robinwood Lane to 150 feet north"

TIMES: "7:00 am to 5:00 pm, weekdays only"

NAME OF STREET: "W. Robinwood Lane"

SIDES: "North"

LOCATION: "From Mission Drive to 200 feet east"

TIMES: "7:00 am to 5:00 pm, weekdays only"

NAME OF STREET: "W. Robinwood Lane"

SIDES: "South"

LOCATION: "50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way"

TIMES: "7:00 am to 5:00 pm, weekdays only"

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

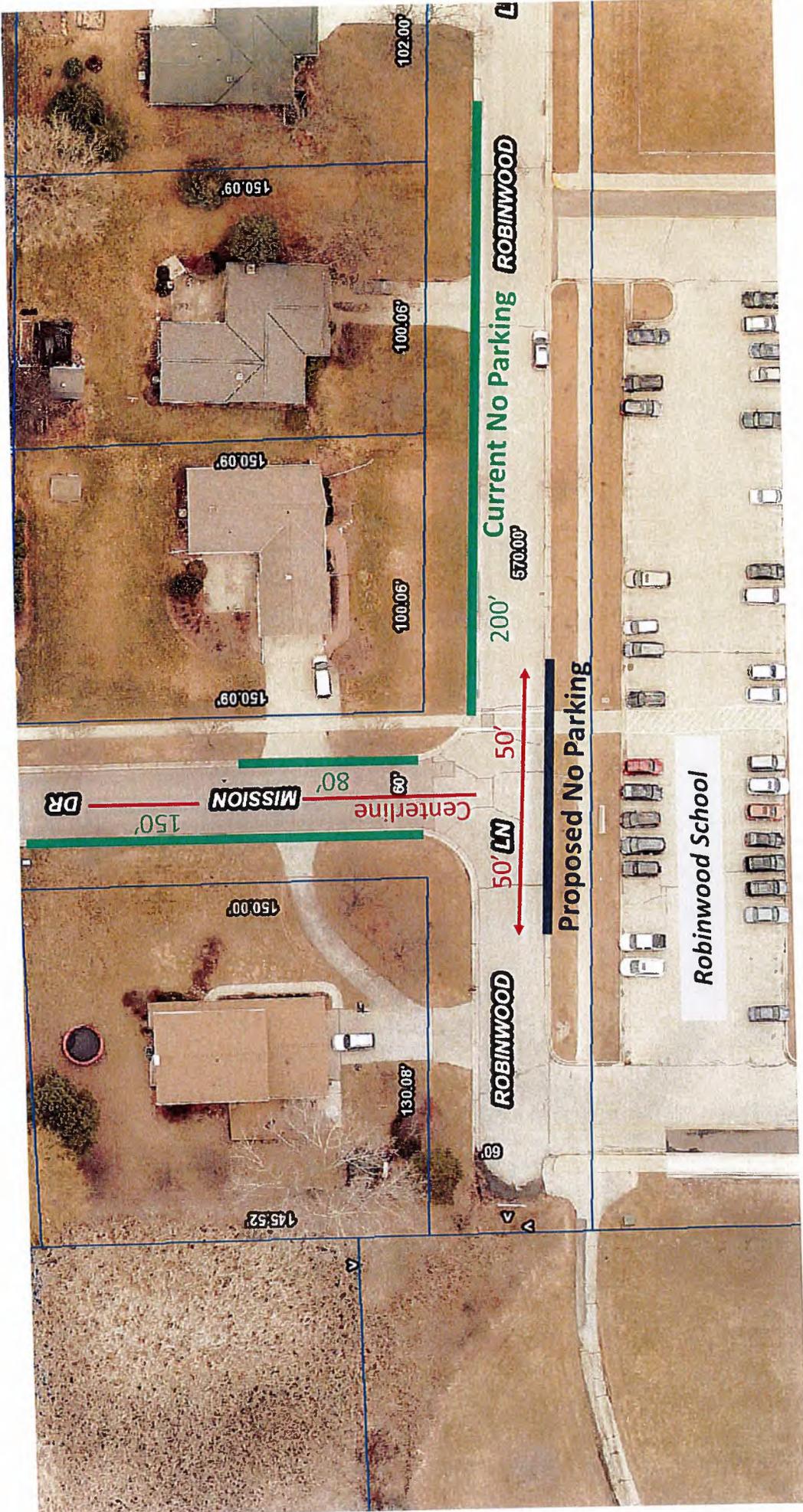
APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_



MISSION DR

MISSION

Centerline

ROBINWOOD

50' LN

50'

200'

570.00'

Current No Parking

ROBINWOOD

Proposed No Parking

Robinwood School

150'

80'

130.00'

145.52'

130.08'

150.09'

150.09'

150.09'

100.06'

100.06'

102.00'