

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/02/17
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SPECIAL USE FOR PROPERTY LOCATED AT 7556, 7558, 7560 WEST TUCKAWAY PINES CIRCLE (BUILDING 0), 7550, 7552, 7554 WEST TUCKAWAY PINES CIRCLE (BUILDING 1), 7530, 7532, 7534 WEST TUCKAWAY PINES CIRCLE (BUILDING 2), 7501, 7503, 7505 WEST TUCKAWAY PINES CIRCLE (BUILDING 5), 7543, 7545, 7547 WEST TUCKAWAY PINES CIRCLE (BUILDING 10) AND 7542, 7544, 7546 WEST TUCKAWAY PINES CIRCLE (BUILDING 11) (GLANDON HOLDINGS, LLC, APPLICANT)	ITEM NUMBER <i>B. 4.</i>

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a special use for property located at 7556, 7558, 7560 West Tuckaway Pines Circle (Building 0), 7550, 7552, 7554 West Tuckaway Pines Circle (Building 1), 7530, 7532, 7534 West Tuckaway Pines Circle (Building 2), 7501, 7503, 7505 West Tuckaway Pines Circle (Building 5), 7543, 7545, 7547 West Tuckaway Pines Circle (Building 10) AND 7542, 7544, 7546 West Tuckaway Pines Circle (Building 11) (Glandon Holdings, LLC, Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

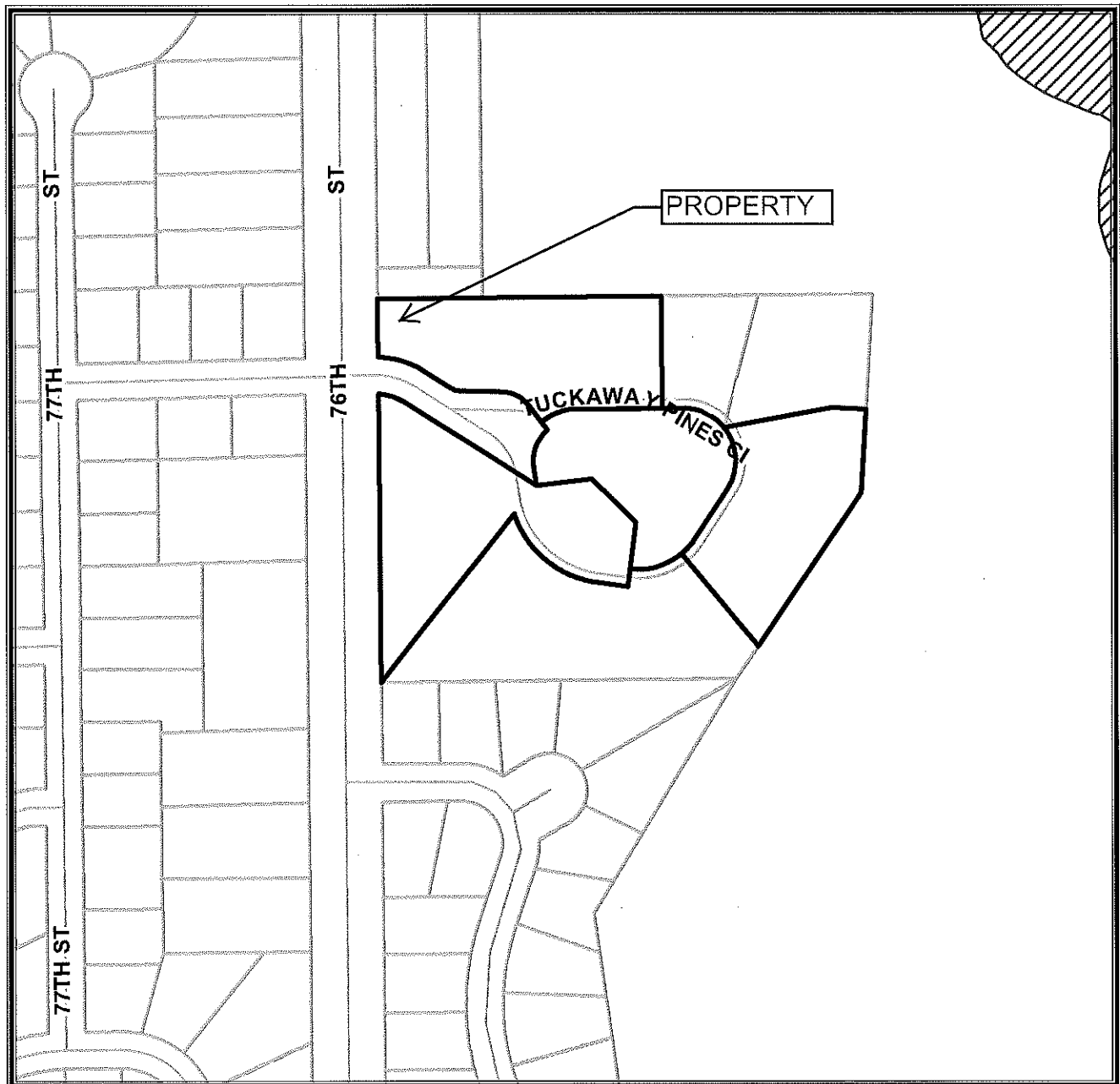
COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2017-_____, authorizing certain officials to accept a conservation easement for and as part of the review and approval of a special use for property located at 7556, 7558, 7560 West Tuckaway Pines Circle (Building 0), 7550, 7552, 7554 West Tuckaway Pines Circle (Building 1), 7530, 7532, 7534 West Tuckaway Pines Circle (Building 2), 7501, 7503, 7505 West Tuckaway Pines Circle (Building 5), 7543, 7545, 7547 West Tuckaway Pines Circle (Building 10) AND 7542, 7544, 7546 West Tuckaway Pines Circle (Building 11) (Glandon Holdings, LLC, Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.



Tuckaway Pines Circle

TKN: 804 0087 000; 804 0066 000; 804 9999 005; 804 0075 000



Planning Department
(414) 425-4024

0 155 310 620 Feet

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.



RESOLUTION NO. 2017-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW
AND APPROVAL OF A SPECIAL USE FOR PROPERTY LOCATED AT 7556, 7558,
7560 WEST TUCKAWAY PINES CIRCLE (BUILDING 0), 7550, 7552, 7554 WEST
TUCKAWAY PINES CIRCLE (BUILDING 1), 7530, 7532, 7534 WEST TUCKAWAY
PINES CIRCLE (BUILDING 2), 7501, 7503, 7505 WEST TUCKAWAY PINES CIRCLE
(BUILDING 5), 7543, 7545, 7547 WEST TUCKAWAY PINES CIRCLE (BUILDING 10)
AND 7542, 7544, 7546 WEST TUCKAWAY PINES CIRCLE (BUILDING 11)
(GLANDON HOLDINGS, LLC, APPLICANT)

WHEREAS, the Plan Commission having approved a Special Use upon the application of Glandon Holdings, LLC, on July 7, 2016, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the shore buffer on the site (7530, 7532, 7534, 7550, 7552, 7554, 7556, 7558, 7560 West Tuckaway Pines Circle); and

WHEREAS, §15-7.0102G. and §15-7.0103Q. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Special Use/Site Plan 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 Special Use/Site Plan and Natural Resource Protection Plan; 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 Glandon Holdings, LLC, in the form and content as annexed hereto, be and the same is hereby approved; 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 _____, 2017.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A CONSERVATION EASEMENT
GLANDON HOLDINGS, LLC
RESOLUTION NO. 2017-_____
Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

ON PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7110
TUCKWAY PINES CONDOMINIUMS ASSOCIATION, LTD.

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 TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD, a Wisconsin Limited Liability Corporation, 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, shore buffers, 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 §700.41(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, There is no mortgagee on the Protected Property. Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent"(NONE).

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.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over, or across the protected property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and

agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;

3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

To have and to hold this conservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the protected property pursuant to law.

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

To Grantor:
Tuckaway Pines Condominium Association
7535 West Tuckaway Pines Circle
Franklin, Wisconsin 53132

To Grantee:
City of Franklin
Office of the City Clerk
9229 W. Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__.

TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

By: _____
William Dembinski President

By: _____
Scott R. Hackbarth, Secretary

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, A.D. 20__ by William Dembinski, President and Scott R. Hackbarth Secretary of the TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said, Non-Stock Corporation.

Notary Public

My commission expires _____

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 _____, A.D.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 _____, A.D. 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:

Nicholas Fuchs, Principal 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)

COUNTY OF MILWAUKEE)

)ss

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 Publi, State of Wisconsin

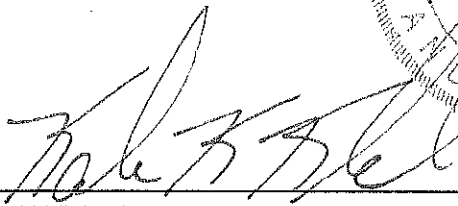
My commission expires _____

**CONSERVATION EASEMENT NO. 3
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT A**

Being a redivision of Parcel 1 of C.S.M. No. 7110, recorded as Document No 8309116, Milwaukee County Register of Deeds Office, being all that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 15, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter (NW 1/4); thence South 00°29'52" East along the west line of said Northwest Quarter (NW 1/4) 879.375 feet (RECORDED AS 879.310') to the north line of said CSM extended; thence North 89°26'25" East along the north line of said CSM and its extension 60.000 feet to the east right-of-way line of South 76th Street and to the place of beginning of the lands hereinafter to be described; thence continuing North 89°26'25" East along the north line of said CSM 805.561 feet to the east line of said CSM; thence South 03°19'57" West along the east line of said CSM 324.763 feet; thence South 33°43'05" West along the east line of said CSM 364.331 feet to the south line of said CSM; thence South 89°26'55" West along the south line of said CSM 579.000 feet to the east right-of-way line of said South 76th Street; thence North 00°29'52" West along the said east right-of-way line 624.984 feet to the place of beginning.




KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C., 3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038

(414) 651-0490 e-mail: kalpioneereng@tds.net

**CONSERVATION EASEMENT NO. 3
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT B**

GRANTOR: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.
7535 TUCKAWAY PINES CIRCLE
FRANKLIN, WISCONSIN 53132

PARCEL 1 OF C.S.M. NO. 7110, BEING A PART OF THE
NORTHWEST QUARTER (NW 1/4) AND SOUTHWEST QUARTER
(SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 15, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

GRANTEE: CITY OF FRANKLIN
9229 W. LOOMIS ROAD
FRANKLIN, WISCONSIN 53132
(414) 425-7510
(414) 425-3106 - FAX

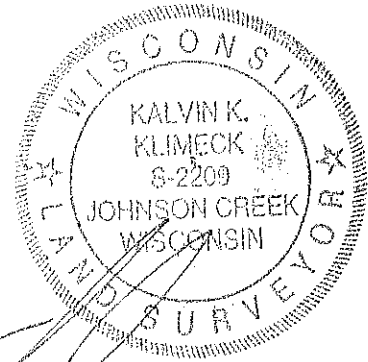
REFERENCE BEARING:

Bearings are referenced to the West Line of the NW 1/4 of Section 15-5-21,
which has a bearing of S 00°29'52" E (per WI State Plane Coord. System-South Zone-NAD 27).

LEGAL DESCRIPTION OF DETENTION POND EASEMENT NO. 4

That part of PARCEL 1, C.S.M. NO 7110 described as follows:

Commencing at the northwest corner of said Northwest Corner (NW 1/4); thence South 00°29'52" East
along the west line of said Section 897.375 feet; thence North 89°26'25" East 60.000 to the east
right-of-way line of South 76th Street to the place of beginning of the hereinafter lands to be described;
thence continuing North 89°26'55" East 85.798 feet to the beginning of a curve of radius 75.000 feet the
center of which lies to the north; thence Southwesterly along the arc of said curve 92.267 feet, the chord
of which bears South 72°20'43" West 89.793 feet; thence North 00°29'52" West 26.395 feet to the place
of beginning.



KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



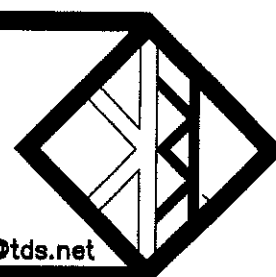
**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

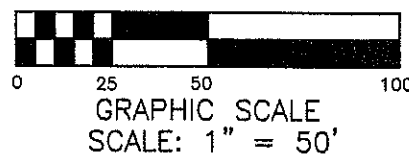
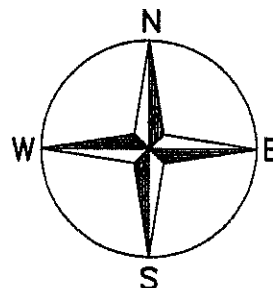
JOHNSON CREEK, WI. 53038

(414) 651-0490 e-mail: kalpioneereng@tds.net



CONSERVATION EASEMENT NO. 3 ON PARCEL 1 OF C.S.M. No. 7110 EXHIBIT C

NORTHWEST CORNER OF THE NORTHWEST
QUARTER (NW 1/4), SEC. 15-5-21
CONC. MON. W/BRASS CAP-FOUND
N 334,967.07
E 2,533,309.51



WEST LINE, NW 1/4, SEC. 15-5-21 S 00°29'52" E 2644.599' (MEAS.)
1747.224'

S. 76TH STREET

N89°26'25"E
60.000'

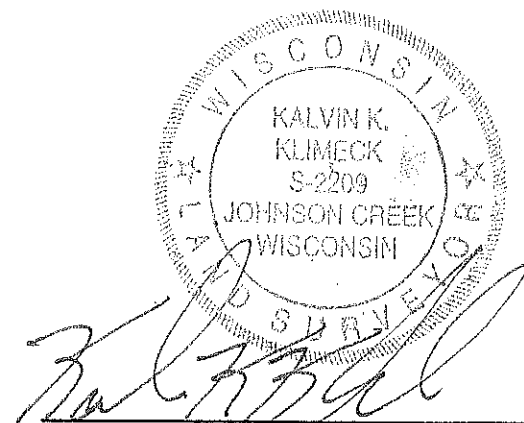
N89°26'25"E 85.798'

N 00°29'52" W 26.395'

ARC = 92.267'
Δ = 73°32'33.5"
CHD = 89.793'
C.B. = S 72°20'43" W

CONSERVATION EASEMENT NO. 3 DETAIL

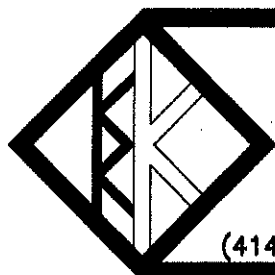
SOUTHWEST CORNER OF THE NORTHWEST
QUARTER (SW 1/4), SEC. 15-5-21
CONC. MON. W/BRASS CAP-FOUND
N 332,322.76
E 2,533,332.49



KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



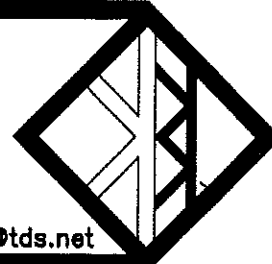
**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 5/2/17
Reports & Recommendations	SUBJECT: Resolution for acceptance of Storm, Sanitary Sewer & Watermain, Retention Pond and Detention Pond Easements on Parcel 1 of Certified Survey Map No. 7110 for Tuckaway Pines Condos Addition No. 4 located at approximately 7500 block of S. 76 th Street	ITEM NO. <i>6.5.</i>

Pursuant to the development of Tuckaway Pines Condos Addition No. 4, it is necessary to install Storm, Sanitary Sewer & Watermain, Retention Pond and Detention Pond Easements on Parcel 1 of Certified Survey Map No. 7110 for Tuckaway Pines Condos Addition No. 4 located at approximately 7500 block of S. 76th Street

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said easements.

RECOMMENDED COUNCIL ACTION

Motion to adopt Resolution No. 2017- _____, a Resolution for acceptance of Storm, Sanitary Sewer & Watermain, Retention Pond and Detention Pond Easements on Parcel 1 of Certified Survey Map No. 7110 for Tuckaway Pines Condos Addition No. 4 located at approximately 7500 block of S. 76th Street.

Department of Engineering ML/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 - _____

RESOLUTION FOR ACCEPTANCE OF STORM, SANITARY SEWER AND WATERMAIN,
RETENTION POND AND DETENTION POND EASEMENTS
ON PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7110
FOR TUCKAWAY PINES CONDOS ADDITION NO. 4
LOCATED AT APPROXIMATELY 7500 BLOCK OF S. 76TH STREET

WHEREAS, easements are required to install, maintain and operate storm, sanitary sewer and watermain, retention pond and detention pond easements on parcel 1 of Certified Survey Map No. 7110 for Tuckaway Pines Condos Addition No. 4; and

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2017, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

ML/db

STORM SEWER EASEMENT NO. 4

ON PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7110

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, the TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD., a Wisconsin 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 become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereafter 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 "Facilities," in, upon and across said portion of the Property: a storm sewer, associated manholes, inlets and end sections, 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 to the City a perpetual, non-exclusive easement on that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Fifteen (15), 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 expense of the City.
- 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 that 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 surfaces, landscaping 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 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 and delayed.
- 7) That the Grantor shall submit plans for 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 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 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 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) Each party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.
- 11) This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor of 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 of 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 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) 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.

16) 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.

17) The City of Franklin shall in no case be responsible for maintaining any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.

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

ON THIS DATE OF: _____

TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

By: _____
WILLIAM DEMBINSKI - PRESIDENT

By: _____
SCOTT R. HACKBARTH - SECRETARY

CITY OF FRANKLIN

By: _____
STEPHEN R. OLSON - MAYOR

By: _____
SANDRA L. WESOLOWSKI - CITY CLERK

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

Before me personally appeared on the ___ day of _____, A.D. 2017
WILLIAM DEMBINSKI to me known to be the PRESIDENT, and SCOTT R.
HACKBARTH to me known to be the SECRETARY of the TUCKAWAY PINES
CONDOMINIUM ASSOCIATION, LTD., and the persons(s) who executed
the foregoing EASEMENT and acknowledged the same as the voluntary
act and deed of said Limited Liability Company.

NOTARY PUBLIC

My commission expires _____

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

On this ___ day of _____, A.D. 2017 before me per-
sonally 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 the City of Franklin, and that the seal
affixed to said instrument is the corporate seal of said municipi-
pal corporation, and acknowledged that they executed the forego-
ing 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 _____ 2017.

NOTARY PUBLIC

My commission expires _____

This instrument was drafted by Pioneer Engineering & Surveying,
LLC.

Approved as to contents

Date:

Approved as to form only

Date:

Manager of Water Works of Franklin

City Attorney

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: _____

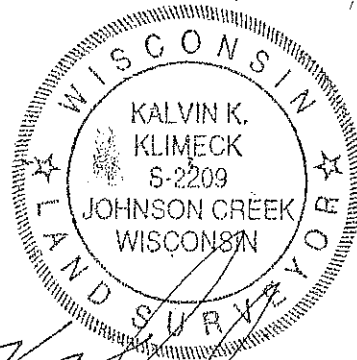
Notary Public, State of Wisconsin

My commission expires _____

**STORM SEWER EASEMENT NO. 4
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT A**

Being a redivision of Parcel 1 of C.S.M. No. 7110, recorded as Document No 8309116, Milwaukee County Register of Deeds Office, being all that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 15, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

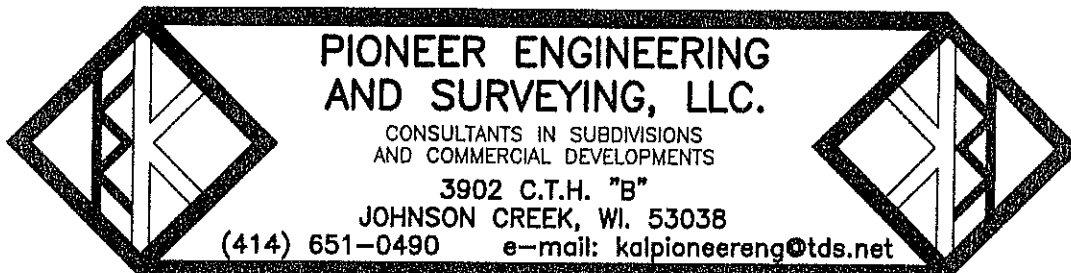
Commencing at the northwest corner of said Northwest Quarter (NW 1/4); thence South 00°29'52" East along the west line of said Northwest Quarter (NW 1/4) 879.375 feet (RECORDED AS 879.310') to the north line of said CSM extended; thence North 89°26'25" East along the north line of said CSM and its extension 60.000 feet to the east right-of-way line of South 76th Street and to the place of beginning of the lands hereinafter to be described; thence continuing North 89°26'25" East along the north line of said CSM 805.561 feet to the east line of said CSM; thence South 03°19'57" West along the east line of said CSM 324.763 feet; thence South 33°43'05" West along the east line of said CSM 364.331 feet to the south line of said CSM; thence South 89°26'55" West along the south line of said CSM 579.000 feet to the east right-of-way line of said South 76th Street; thence North 00°29'52" West along the said east right-of-way line 624.984 feet to the place of beginning.



Calvin K. Klimeck
KALVIN K. KLIMECK — Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



**STORM SEWER EASEMENT NO. 4
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT B**

GRANTOR: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.
7535 TUCKAWAY PINES CIRCLE
FRANKLIN, WISCONSIN 53132

PARCEL 1 OF C.S.M. NO. 7110, BEING A PART OF THE
NORTHWEST QUARTER (NW 1/4) AND SOUTHWEST QUARTER
(SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 15, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

GRANTEE: CITY OF FRANKLIN
9229 W. LOOMIS ROAD
FRANKLIN, WISCONSIN 53132
(414) 425-7510
(414) 425-3106 - FAX

REFERENCE BEARING:

Bearings are referenced to the West Line of the NW 1/4 of Section 15-5-21,
which has a bearing of S 00°29'52" E (per WI State Plane Coord. System-South Zone-NAD 27).

LEGAL DESCRIPTION OF STORM SEWER EASEMENT NO. 4

That part of PARCEL 1, C.S.M. NO 7110 described as follows:

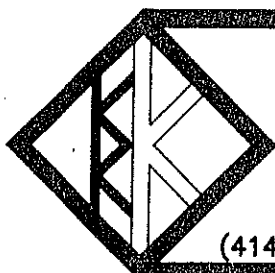
Commencing at the northwest corner of said Northwest Corner (NW 1/4); thence South 00°29'52" East
along the west line of said Section 1246.62 feet; thence North 89°30'08" East 308.072 feet to the east
line of an existing sanitary sewer and watermain easement and to the beginning of the lands hereinafter to
be described; thence North 34°28'45" East 72.544 feet; thence South 86°20'48" East 100.661 feet; thence
South 03°39'12" West 20.000 feet; thence North 86°20'48" West 89.306 feet; thence South 34°28'45" West
71.682 feet to the east line of said sanitary sewer and watermain easement; thence North 44°05'09" West
along the east line of said easement 14.578 feet; thence North 02°25'54" West along the east line of said
easement 9.509 feet to the place of beginning.



KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



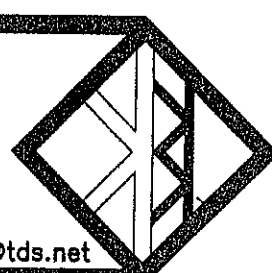
**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

(414) 651-0490 e-mail: kalpioneereng@tds.net

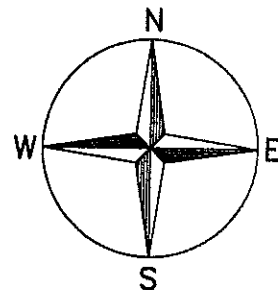


STORM SEWER EASEMENT NO. 4 ON PARCEL 1 OF C.S.M. No. 7110 EXHIBIT C

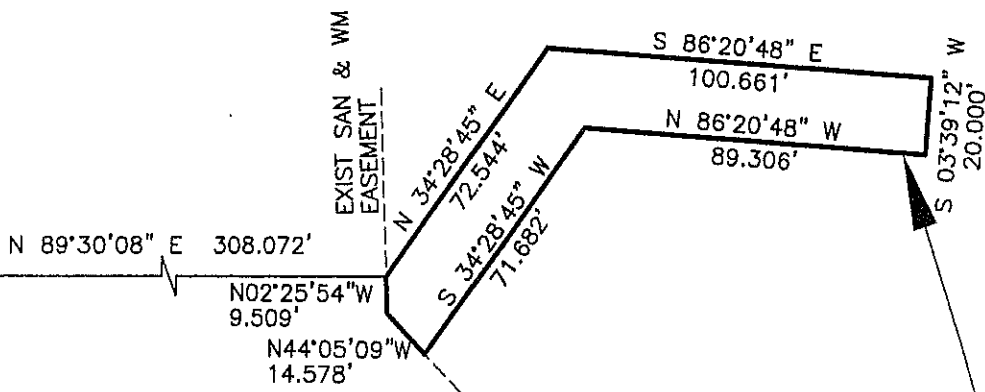
WEST LINE, NW 1/4, SEC. 15-5-21 S 00°29'52" E 2644.599' (MEAS.)

1246.620'

NORTHWEST CORNER OF THE NORTHWEST
QUARTER (NW 1/4), SEC. 15-5-21
CONC. MON. W/BRASS CAP-FOUND
N 334,967.07
E 2,533,309.51



GRAPHIC SCALE
SCALE: 1" = 50'



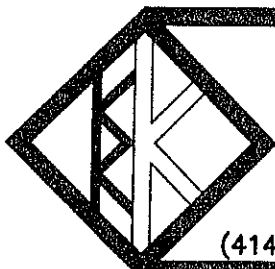
STORM SEWER EASEMENT DETAIL

SOUTHWEST CORNER OF THE NORTHWEST
QUARTER (SW 1/4), SEC. 15-5-21
CONC. MON. W/BRASS CAP-FOUND
N 332,322.76
E 2,533,332.49

KALVIN K. KLIMECK
JAN 10 2017
KALVIN K. KLIMECK, JOWIS Reg. CN# ES-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



**PIONEER ENGINEERING
AND SURVEYING, LLC.**

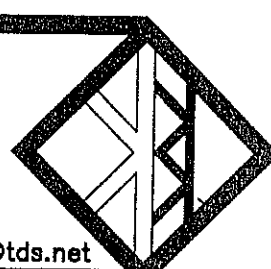
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

(414) 651-0490

e-mail: kalpioneereng@tds.net



STORM SEWER EASEMENT NO. 5

ON PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7110

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, TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD., a Wisconsin 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 become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereafter 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 "Facilities," in, upon and across said portion of the Property: a storm sewer, associated manholes, inlets and end sections, 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 to the City a perpetual, non-exclusive easement on that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Fifteen (15), 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 expense of the City.
- 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 that 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 surfaces, landscaping 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 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 and delayed.
- 7) That the Grantor shall submit plans for 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 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 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 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) Each party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.
- 11) This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor of 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 of 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 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) 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.

16) 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.

17) The City of Franklin shall in no case be responsible for maintaining any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.

IN WITNESS WHEREOF, the Grantor has set its hand and seals this
ON THIS DATE OF: _____

TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

By: _____
WILLIAM DEMBINSKI - PRESIDENT

By: _____
SCOTT R. HACKBARTH - SECRETARY

CITY OF FRANKLIN

By: _____
STEPHEN R. OLSON - MAYOR

By: _____
SANDRA L. WESOLOWSKI - CITY CLERK

STATE OF WISCONSIN)

SS
COUNTY OF MILWAUKEE)

Before me personally appeared on the ___ day of _____, A.D. 2017
WILLIAM DEMBINSKI to me known to be the PRESIDENT and SCOTT R.
HACKBARTH to me known as the SECRETARY of the TUCKAWAY PINES
CONDOMINIUM ASSOCIATION, LTD., and the persons(s) who executed
the foregoing EASEMENT and acknowledged the same as the voluntary
act and deed of said Limited Liability Company.

NOTARY PUBLIC

My commission expires _____

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

On this ___ day of _____, A.D. 2017 before me per-
sonally 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 the City of Franklin, and that the seal
affixed to said instrument is the corporate seal of said municipi-
pal corporation, and acknowledged that they executed the forego-
ing 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 _____ 2017.

NOTARY PUBLIC

My commission expires _____

This instrument was drafted by Pioneer Engineering & Surveying,
LLC.

Approved as to contents

Date:

Approved as to form only

Date:

Manager of Water Works of Franklin

City Attorney

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)

COUNTY OF MILWAUKEE)

)ss

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: _____

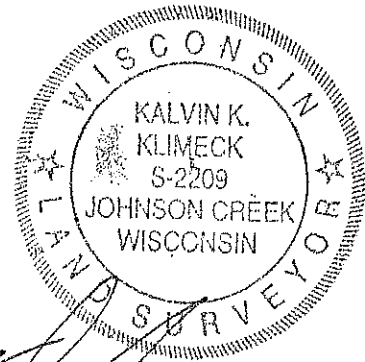
Notary Publi, State of Wisconsin

My commission expires _____

**STORM SEWER EASEMENT NO. 5
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT A**

Being a redivision of Parcel 1 of C.S.M. No. 7110, recorded as Document No 8309116, Milwaukee County Register of Deeds Office, being all that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 15, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

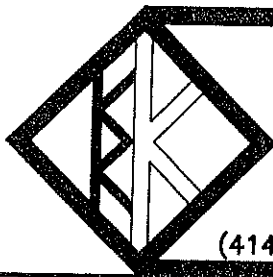
Commencing at the northwest corner of said Northwest Quarter (NW 1/4); thence South 00°29'52" East along the west line of said Northwest Quarter (NW 1/4) 879.375 feet (RECORDED AS 879.310') to the north line of said CSM extended; thence North 89°26'25" East along the north line of said CSM and its extension 60.000 feet to the east right-of-way line of South 76th Street and to the place of beginning of the lands hereinafter to be described; thence continuing North 89°26'25" East along the north line of said CSM 805.561 feet to the east line of said CSM; thence South 03°19'57" West along the east line of said CSM 324.763 feet; thence South 33°43'05" West along the east line of said CSM 364.331 feet to the south line of said CSM; thence South 89°26'55" West along the south line of said CSM 579.000 feet to the east right-of-way line of said South 76th Street; thence North 00°29'52" West along the said east right-of-way line 624.984 feet to the place of beginning.



Kalvin K. Klimeck
KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C., 3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



**PIONEER ENGINEERING
AND SURVEYING, LLC.**

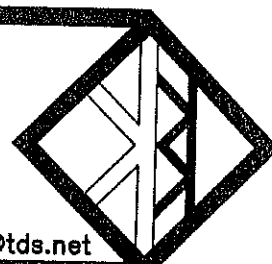
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

(414) 651-0490

e-mail: kalpioneereng@tds.net



**STORM SEWER EASEMENT NO. 5
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT B**

GRANTOR: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.
7535 TUCKAWAY PINES CIRCLE
FRANKLIN, WISCONSIN 53132

PARCEL 1 OF C.S.M. NO. 7110, BEING A PART OF THE
NORTHWEST QUARTER (NW 1/4) AND SOUTHWEST QUARTER
(SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 15, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

GRANTEE: CITY OF FRANKLIN
9229 W. LOOMIS ROAD
FRANKLIN, WISCONSIN 53132
(414) 425-7510
(414) 425-3106 - FAX

REFERENCE BEARING:

Bearings are referenced to the West Line of the NW 1/4 of Section 15-5-21,
which has a bearing of S 00°29'52" E (per WI State Plane Coord. System-South Zone-NAD 27).

LEGAL DESCRIPTION OF STORM SEWER EASEMENT NO. 5

That part of PARCEL 1, C.S.M. NO 7110 described as follows:

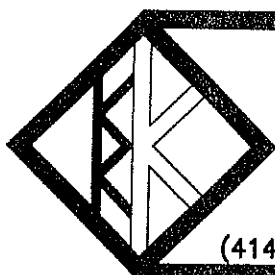
Commencing at the northwest corner of said Northwest Corner (NW 1/4); thence South 00°29'52" East
along the west line of said Section 1075.138 feet; thence North 89°30'08" East 472.560 feet to the south
line of a sanitary sewer & watermain easement and to the place of beginning of the lands hereinafter to be
described: thence South 10°47'05" East 116.038 feet; thence North 79°12'55" East 20.000 feet; thence
North 10°47'05" West 112.408 feet to the south line of said sanitary sewer & watermain easement; thence
South 89°30'08" West along the south line of said sanitary sewer & watermain easement 20.327 feet to
the place of beginning.



KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



**PIONEER ENGINEERING
AND SURVEYING, LLC.**

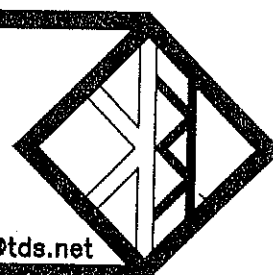
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

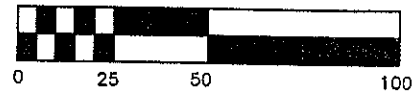
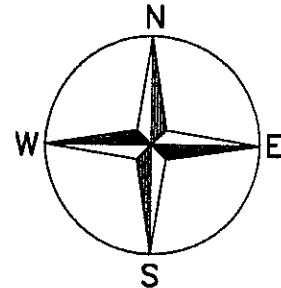
(414) 651-0490

e-mail: kalpioneereng@tds.net



STORM SEWER EASEMENT NO. 5 ON PARCEL 1 OF C.S.M. No. 7110 EXHIBIT C

NORTHWEST CORNER OF THE NORTHWEST
QUARTER (NW 1/4), SEC. 15-5-21
CONC. MON. W/BRASS CAP-FOUND
N 334,967.07
E 2,533,309.51



GRAPHIC SCALE
SCALE: 1" = 50'

WEST LINE, NW 1/4, SEC. 15-5-21 S 00°29'52" E 2644.599' (MEAS.)

1075.138'

1569.461'

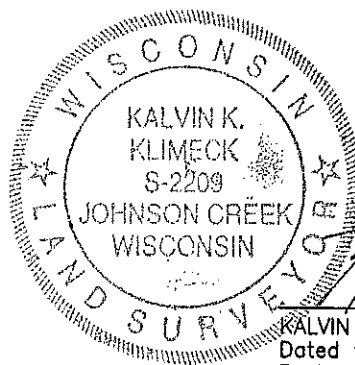
N 89°30'08" E 472.560'

S89°30'08"W
20.327'

S 10°47'05" E 116.038'
N 10°47'05" W 112.408'

N79°12'55"E
20.000'

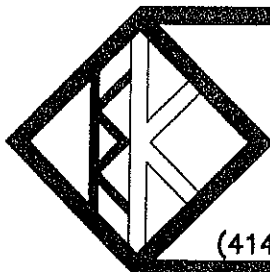
SOUTHWEST CORNER OF THE NORTHWEST
QUARTER (SW 1/4), SEC. 15-5-21
CONC. MON. W/BRASS CAP-FOUND
N 332,322.76
E 2,533,332.49



KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.,
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net

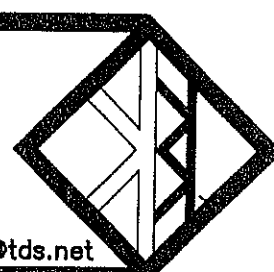


**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038

(414) 651-0490 e-mail: kalpioneereng@tds.net



SANITARY SEWER & WATERMAIN EASEMENT NO. 1

ON PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7110

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 , TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD., a Wisconsin 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 become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereafter 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 "Facilities," in, upon and across said portion of the Property: a sanitary sewer with associated manholes, together with a watermain with associated valves and hydrants all 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 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 to the City a perpetual, non-exclusive easement on that part of the Northwest Quarter (NW 1/4) and Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Fifteen (15), 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 expense of the City.
- 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 and 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 that 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 within the Easement Area.

4) That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the 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 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 and delayed.

7) That the Grantor shall submit plans for surface alterations of

plus or minus 0.50 feet 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 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 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 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) Each party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.

11) This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor of 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 of 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 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 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 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 set its hand and seals this

ON THIS DATE OF: _____

TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

By: _____
WILLIAM DEMBINSKI - PRESIDENT

By: _____
SCOTT R. HACKBARTH - SECRETARY

CITY OF FRANKLIN

By: _____
STEPHEN R. OLSON - MAYOR

By: _____
SANDRA L. WESOLOWSKI - CITY CLERK

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

Before me personally appeared on the ___ day of _____, A.D. 2017 WILLIAM DEMBINSKI to me known to be the PRESIDENT and SCOTT R. HACKBARTH to me known to be the SECRETARY of TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD., and the persons(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said Limited Liability Company.

NOTARY PUBLIC

My commission expires _____

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

On this ___ day of _____, A.D. 2017 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 the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____

_____ adopted by its Common Council on _____ 2017.

NOTARY PUBLIC

My commission expires _____

This instrument was drafted by Pioneer Engineering & Surveying, LLC.

Approved as to contents

Date:

Approved as to form only

Date:

Manager of Water Works of Franklin

City Attorney

MORTGAGE HOLDER CONSENT

The undersigned, (name of mortgagee), a Wisconsin 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 _____, 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)

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 Publi, State of Wisconsin

My commission expires _____

**SANITARY SEWER & WATERMAIN EASEMENT NO. 1
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT A**

Being a redivision of Parcel 1 of C.S.M. No. 7110, recorded as Document No 8309116, Milwaukee County Register of Deeds Office, being all that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 15, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

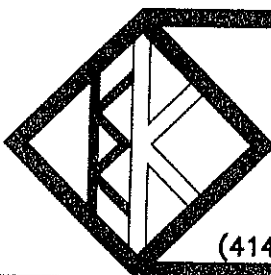
Commencing at the northwest corner of said Northwest Quarter (NW 1/4); thence South 00°29'52" East along the west line of said Northwest Quarter (NW 1/4) 879.375 feet (RECORDED AS 879.310') to the north line of said CSM extended; thence North 89°26'25" East along the north line of said CSM and its extension 60.000 feet to the east right-of-way line of South 76th Street and to the place of beginning of the lands hereinafter to be described; thence continuing North 89°26'25" East along the north line of said CSM 805.561 feet to the east line of said CSM; thence South 03°19'57" West along the east line of said CSM 324.763 feet; thence South 33°43'05" West along the east line of said CSM 364.331 feet to the south line of said CSM; thence South 89°26'55" West along the south line of said CSM 579.000 feet to the east right-of-way line of said South 76th Street; thence North 00°29'52" West along the said east right-of-way line 624.984 feet to the place of beginning.



KALVIN K. KLIMECK — Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C. 3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



**PIONEER ENGINEERING
AND SURVEYING, LLC.**

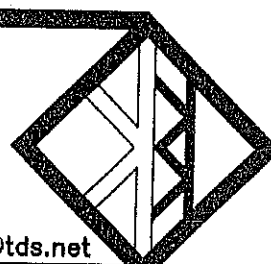
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

(414) 651-0490

e-mail: kalpioneereng@tds.net



**SANITARY SEWER & WATERMAIN EASEMENT NO. 1
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT B**

GRANTOR: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.
7535 TUCKAWAY PINES CIRCLE
FRANKLIN, WISCONSIN 53132

PARCEL 1 OF C.S.M. NO. 7110, BEING A PART OF THE
NORTHWEST QUARTER (NW 1/4) AND SOUTHWEST QUARTER
(SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 15, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

GRANTEE: CITY OF FRANKLIN
9229 W. LOOMIS ROAD
FRANKLIN, WISCONSIN 53132
(414) 425-7510
(414) 425-3106 - FAX


REFERENCE BEARING:

Bearings are referenced to the West Line of the NW 1/4 of Section 15-5-21,
which has a bearing of S 00°29'52" E (per WI State Plane Coord. System-South Zone-NAD 27).

LEGAL DESCRIPTION OF SANITARY SEWER AND WATERMAIN EASEMENT NO. 1

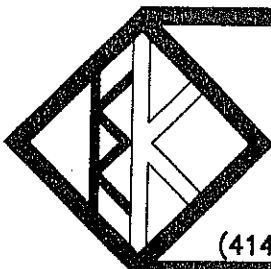
That part of PARCEL 1, C.S.M. NO 7110 described as follows:
Commencing at the northwest corner of said Northwest Corner (NW 1/4); thence South 00°29'52" East
along the west line of said Section 897.375 feet; thence North 89°26'25" East 60.000 feet to the east
right-of-way line of South 76th Street; thence South 00°29'52" East along the east right-of-way line
94.305 feet to the beginning of the lands hereinafter to be described and to the beginning of a curve or
radius 150.000 feet, the center of which lies to the south; thence southeasterly along the arc of said
curve 80.667 feet, the chord of which bears South 72°54'36.5" East 79.698 feet; thence South 57°29'52"
East 50.663 feet to the beginning of a curve of radius 32.000 feet, the center of which lies to the south;
thence southeasterly along the arc of said curve 17.314 feet, the chord of which bears South 72°59'52"
East 17.103 feet; thence South 88°29'52" East 72.290 feet to the beginning of a curve of radius 50.000
feet, the center of which lies to the south; thence southeasterly along the arc of said curve 41.651 feet,
the chord of which bears South 61°23'13.5" East 40.465 feet; thence South 37°31'05" East 52.909 feet to
the beginning of a curve of radius 69.920 feet, the center of which lies to the southeast; thence
southwesterly along the arc of said curve 68.276 feet, the chord of which bears South 19°52'35" West
65.595 feet; thence south 08°05'52" East 29.581 feet; thence North 57°29'52" West 252.793 feet to the
beginning of a curve of radius 90.000 feet, the center of which lies to the south; thence northwesterly
along the arc of said curve 46.107 feet, the chord of which bears North 72°40'26.5" West 45.604 feet to
the said east right-of-way line; thence North 00°29'52" West along the said east right-of-way line 60.073
feet to the place of beginning.

Kalvin K. Klimeck
KALVIN K. KLIMECK — Wis. Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017



OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



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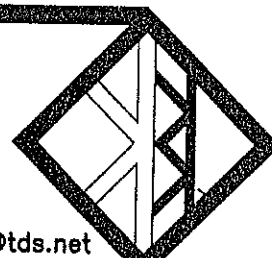
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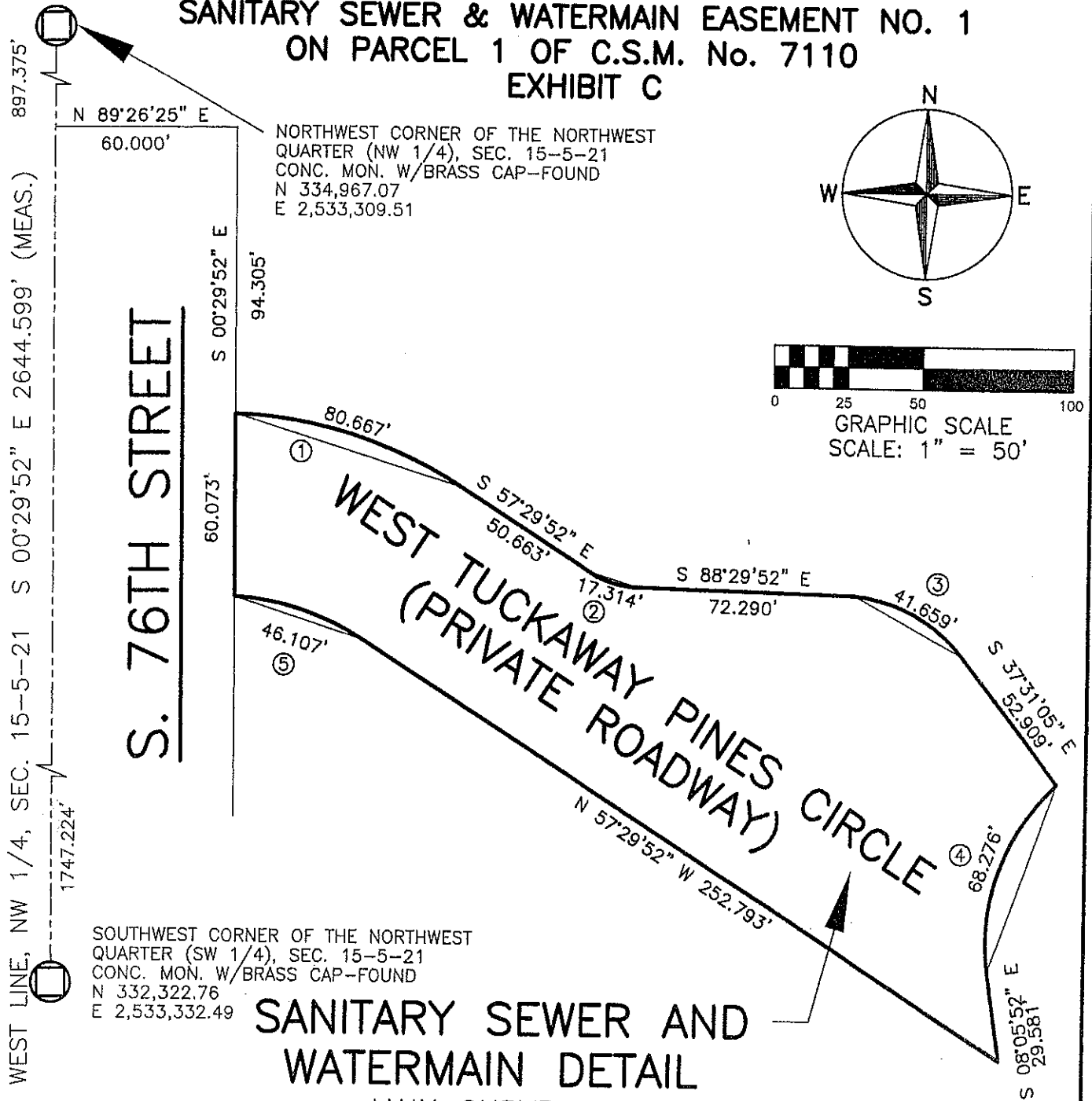
JOHNSON CREEK, WI. 53038

(414) 651-0490

e-mail: kalpioneereng@tds.net



SANITARY SEWER & WATERMAIN EASEMENT NO. 1 ON PARCEL 1 OF C.S.M. No. 7110 EXHIBIT C



RETENTION POND EASEMENT NO. 1

ON PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7110

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 , TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD., a Wisconsin Limited Liability Company as owners (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 become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereafter 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 "Facilities," in, upon and across said portion of the Property: a storm sewer, associated manholes, inlets, end sections, and retention pond 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 to the City a perpetual, non-exclusive easement on that part of the Northwest Quarter (NW 1/4) and Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Fifteen (15), 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 are for the control of discharge, and the conducting and carrying away of stormwater by means of a detention basin and an underground storm sewer and for the installation, operation, use and necessary repair and maintenance, including reconstruction of such detention basin and underground storm sewer in the City of Franklin, Milwaukee County, Wisconsin, said easement being described hereinafter. The cost of excavation and pipe placement will not be charged to the city of Franklin. This expense is to be the responsibility of the Grantor. Any future maintenance expenses incurred in order to maintain or reconstruct such detention basin and underground storm sewer shall be borne by the Homeowners Association. In the event that the detention basin shall become inadequate in capacity, eroded, stagnant, overgrown or unsightly, the City of Franklin may order the Homeowners Association to provide necessary repair and maintenance. Should this repair and maintenance not be completed in a timely manner the City of Franklin will contract to provide these necessary repairs and maintenance and assess each property owner for the cost of these repairs and maintenance, plus the City of Franklin's administrative cost. The total cost shall be divided and assessed at an equal rate to each property owner. This easement is a permanent easement and will bind the parties and their successors in interest and assigns.

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

ON THIS DATE OF: _____

TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

By: _____
WILLIAM DEMBINSKI - PRESIDENT

By: _____
SCOTT R. HACKBARTH - SECRETARY

CITY OF FRANKLIN

By: _____
STEPHEN R. OLSON - MAYOR

By: _____
SANDRA L. WESOLOWSKI - CITY CLERK

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

Before me personally appeared on the ____ day of _____, A.D. 2017 WILLIAM DEMBINSKI to me known to be the PRESIDENT and SCOTT R. HACKBARTH to me known to be the SECRETARY of TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD., and the persons(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said Limited Liability Company.

NOTARY PUBLIC

My commission expires _____

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

On this ____ day of _____, A.D. 2017 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 the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No.

_____ adopted by its Common Council on _____ 2017.

NOTARY PUBLIC

My commission expires _____

This instrument was drafted by Pioneer Engineering & Surveying, LLC.

Approved as to contents

Manager of Water Works of Franklin

Date:

Approved as to form only

Date:

City Attorney

MORTGAGE HOLDER CONSENT

The undersigned, (name of mortgagee), a Wisconsin 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 _____, 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)

COUNTY OF MILWAUKEE)

)ss

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: _____

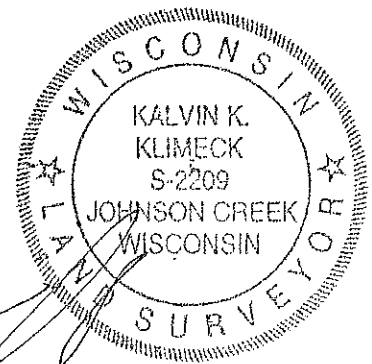
Notary Public, State of Wisconsin

My commission expires _____

**RETENTION POND EASEMENT NO. 1
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT A**

Being a redivision of Parcel 1 of C.S.M. No. 7110, recorded as Document No 8309116, Milwaukee County Register of Deeds Office, being all that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 15, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

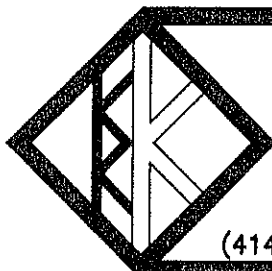
Commencing at the northwest corner of said Northwest Quarter (NW 1/4); thence South 00°29'52" East along the west line of said Northwest Quarter (NW 1/4) 879.375 feet (RECORDED AS 879.310') to the north line of said CSM extended; thence North 89°26'25" East along the north line of said CSM and its extension 60.000 feet to the east right-of-way line of South 76th Street and to the place of beginning of the lands hereinafter to be described; thence continuing North 89°26'25" East along the north line of said CSM 805.561 feet to the east line of said CSM; thence South 03°19'57" West along the east line of said CSM 324.763 feet; thence South 33°43'05" West along the east line of said CSM 364.331 feet to the south line of said CSM; thence South 89°26'55" West along the south line of said CSM 579.000 feet to the east right-of-way line of said South 76th Street; thence North 00°29'52" West along the said east right-of-way line 624.984 feet to the place of beginning.



KALVIN K. KLIMECK — Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



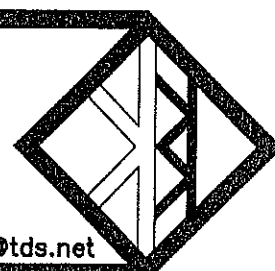
**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

(414) 651-0490 e-mail: kalpioneereng@tds.net



**RETENTION POND EASEMENT NO. 1
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT B**

GRANTOR: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.
7535 TUCKAWAY PINES CIRCLE
FRANKLIN, WISCONSIN 53132

PARCEL 1 OF C.S.M. NO. 7110, BEING A PART OF THE
NORTHWEST QUARTER (NW 1/4) AND SOUTHWEST QUARTER
(SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 15, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

GRANTEE: CITY OF FRANKLIN
9229 W. LOOMIS ROAD
FRANKLIN, WISCONSIN 53132
(414) 425-7510
(414) 425-3106 - FAX

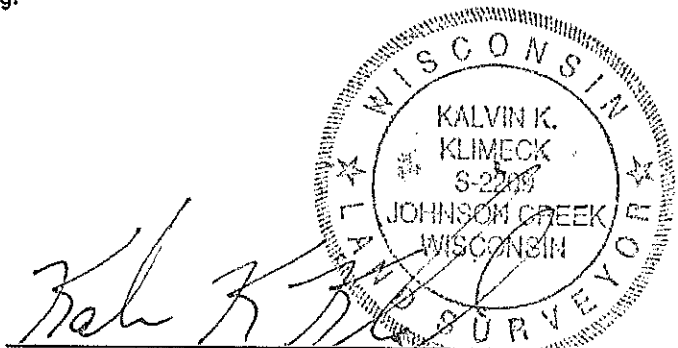
REFERENCE BEARING:

Bearings are referenced to the West Line of the NW 1/4 of Section 15-5-21,
which has a bearing of S 00°29'52" E (per WI State Plane Coord. System-South Zone-NAD 27).

LEGAL DESCRIPTION OF RETENTION POND EASEMENT NO. 1

That part of PARCEL 1, C.S.M. NO 7110 described as follows:

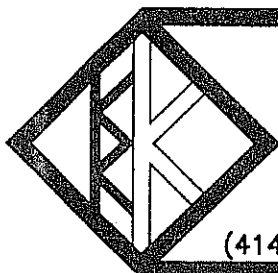
Commencing at the northwest corner of said Northwest Corner (NW 1/4); thence South 00°29'52" East
along the west line of said Section 1208.652 feet; thence North 89°30'08" East 432.628 feet to beginning
of the lands hereinafter to be described; thence North 31°07'53" East 23.492 feet; thence North 63°12'00"
East 16.335 feet; thence North 71°52'01" East 48.485 feet; thence South 57°39'39" East 65.253 feet;
thence South 03°09'06" East 42.213 feet; thence South 28°38'03" West 35.857 feet; thence South
46°22'10" West 45.107 feet; thence South 89°32'18" West 14.767 feet; thence North 53°42'48" West 18.627
feet; thence North 23°02'19" West 49.849 feet; thence North 46°04'07" West 26.669 feet; thence North
28°40'40" West 24.854 feet to the place of beginning.



KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017
Revised this 21st day of April, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



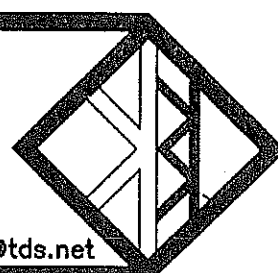
**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

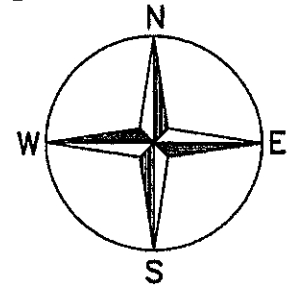
3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

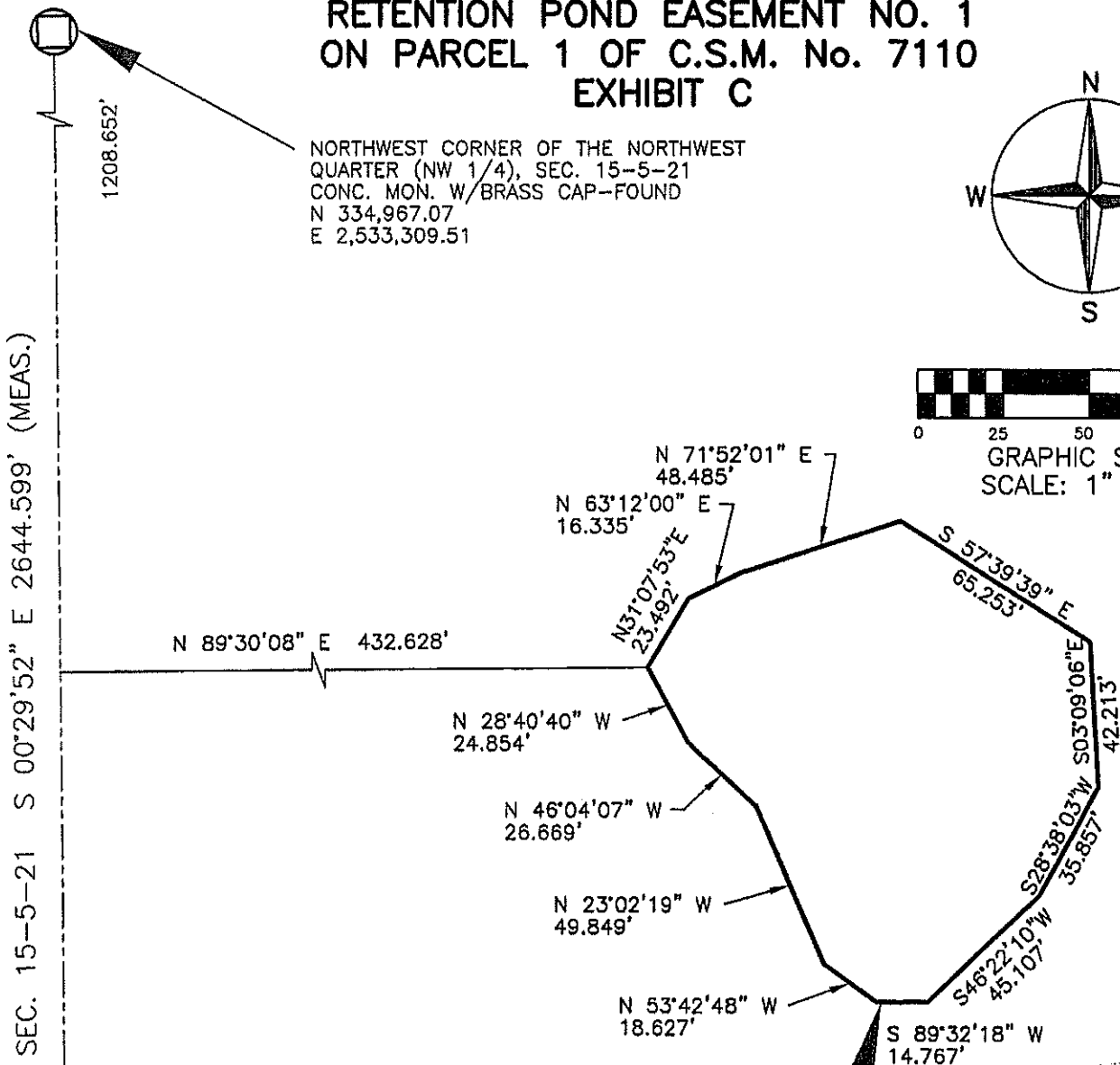
(414) 651-0490 e-mail: kalpioneereng@tds.net



RETENTION POND EASEMENT NO. 1 ON PARCEL 1 OF C.S.M. No. 7110 EXHIBIT C



GRAPHIC SCALE
SCALE: 1" = 50'



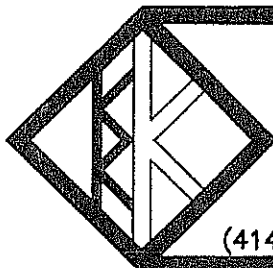
RETENTION POND EASEMENT NO. 1 DETAIL

SOUTHWEST CORNER OF THE NORTHWEST
QUARTER (SW 1/4), SEC. 15-5-21
CONC. MON. W/BRASS CAP-FOUND
N 332,322.76
E 2,533,332.49

Calvin K. Klimeck
KALVIN K. KLIMECK
S-2209
JOHNSON CREEK
WISCONSIN
KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017
Revised this 21st day of April, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net

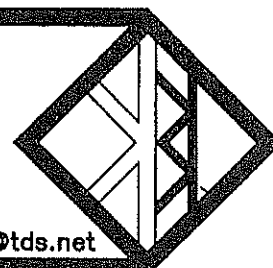


**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038

(414) 651-0490 e-mail: kalpioneereng@tds.net



DETENTION POND EASEMENT NO. 4

ON PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7110

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, TUCKAWAY PINES CONDOMINIUM ASSOCIATION LTD., a Wisconsin Limited Liability Company as owners (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 become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereafter 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 "Facilities," in, upon and across said portion of the Property: a storm sewer, associated manholes, inlets, end sections, and retention pond 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 to the City a perpetual, non-exclusive easement on that part of the Northwest Quarter (NW 1/4) and Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Fifteen (15), 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 are for the control of discharge, and the conducting and carrying away of stormwater by means of a detention basin and an underground storm sewer and for the installation, operation, use and necessary repair and maintenance, including reconstruction of such detention basin and underground storm sewer in the City of Franklin, Milwaukee County, Wisconsin, said easement being described hereinafter. The cost of excavation and pipe placement will not be charged to the city of Franklin. This expense is to be the responsibility of the Grantor. Any future maintenance expenses incurred in order to maintain or reconstruct such detention basin and underground storm sewer shall be borne by the Homeowners Association. In the event that the detention basin shall become inadequate in capacity, eroded, stagnant, overgrown or unsightly, the City of Franklin may order the Homeowners Association to provide necessary repair and maintenance. Should this repair and maintenance not be completed in a timely manner the City of Franklin will contract to provide these necessary repairs and maintenance and assess each property owner for the cost of these repairs and maintenance, plus the City of Franklin's administrative cost. The total cost shall be divided and assessed at an equal rate to each property owner. This easement is a permanent easement and will bind the parties and their successors in interest and assigns.

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

ON THIS DATE OF: _____

TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

By: _____

WILLIAM DEMBINSKI - PRESIDENT

By: _____

SCOTT R. HACKBARTH - SECRETARY

CITY OF FRANKLIN

By: _____

STEPHEN R. OLSON - MAYOR

By: _____

SANDRA L. WESOLOWSKI - CITY CLERK

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

Before me personally appeared on the ___ day of _____, A.D, 2017 WILLIAM DEMBINSKI to me known to be the PRESIDENT and SCOTT R. HACKBARTH to me known as the SECRETARY of TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD., and the persons(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said Limited Liability Company.

NOTARY PUBLIC

My commission expires _____

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

On this ___ day of _____, A.D. 2017 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 the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No.

_____ adopted by its Common Council on _____ 2017.

NOTARY PUBLIC

My commission expires _____

This instrument was drafted by Pioneer Engineering & Surveying, LLC.

Approved as to contents

Date:

Approved as to form only

Date:

Manager of Water Works of Franklin

City Attorney

MORTGAGE HOLDER CONSENT

The undersigned, (name of mortgagee), a Wisconsin 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 _____, 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)

COUNTY OF MILWAUKEE)

)ss

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 Publi, State of Wisconsin

My commission expires _____

**DETENTION POND EASEMENT NO. 4
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT A**

Being a redivision of Parcel 1 of C.S.M. No. 7110, recorded as Document No 8309116, Milwaukee County Register of Deeds Office, being all that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 15, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

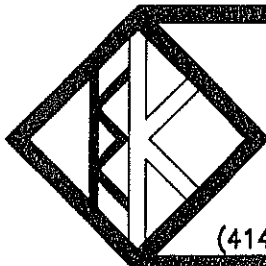
Commencing at the northwest corner of said Northwest Quarter (NW 1/4); thence South 00°29'52" East along the west line of said Northwest Quarter (NW 1/4) 879.375 feet (RECORDED AS 879.310') to the north line of said CSM extended; thence North 89°26'25" East along the north line of said CSM and its extension 60.000 feet to the east right-of-way line of South 76th Street and to the place of beginning of the lands hereinafter to be described; thence continuing North 89°26'25" East along the north line of said CSM 805.561 feet to the east line of said CSM; thence South 03°19'57" West along the east line of said CSM 324.763 feet; thence South 33°43'05" West along the east line of said CSM 364.331 feet to the south line of said CSM; thence South 89°26'55" West along the south line of said CSM 579.000 feet to the east right-of-way line of said South 76th Street; thence North 00°29'52" West along the said east right-of-way line 624.984 feet to the place of beginning.



KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017
Revised this 21st day of April, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C. 3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net

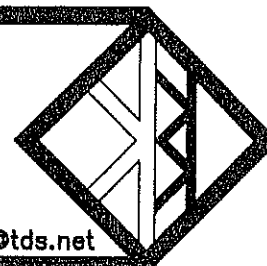


**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038

(414) 651-0490 e-mail: kalpioneereng@tds.net



**DETENTION POND EASEMENT NO. 4
ON PARCEL 1 OF C.S.M. No. 7110
EXHIBIT B**

GRANTOR: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.
7535 TUCKAWAY PINES CIRCLE
FRANKLIN, WISCONSIN 53132

PARCEL 1 OF C.S.M. NO. 7110, BEING A PART OF THE
NORTHWEST QUARTER (NW 1/4) AND SOUTHWEST QUARTER
(SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 15, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

GRANTEE: CITY OF FRANKLIN
9229 W. LOOMIS ROAD
FRANKLIN, WISCONSIN 53132
(414) 425-7510
(414) 425-3106 - FAX

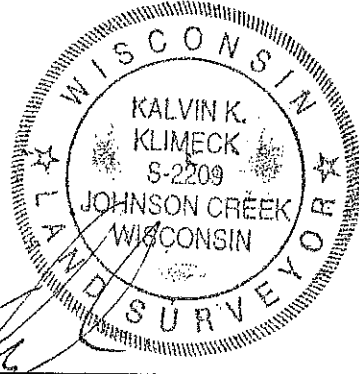
REFERENCE BEARING:

Bearings are referenced to the West Line of the NW 1/4 of Section 15-5-21,
which has a bearing of S 00°29'52" E (per WI State Plane Coord. System-South Zone-NAD 27).

LEGAL DESCRIPTION OF DETENTION POND EASEMENT NO. 4

That part of PARCEL 1, C.S.M. NO 7110 described as follows:

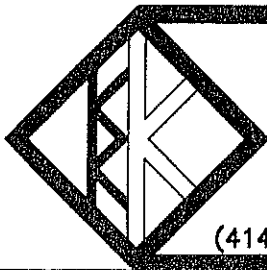
Commencing at the northwest corner of said Northwest Corner (NW 1/4); thence South 00°29'52" East along the west line of said Section 897.375 feet; thence North 89°26'25" East 60.000 to the east right-of-way line of South 76th Street to the place of beginning of the hereinafter lands to be described; thence continuing North 89°26'55" East 82.905 feet; thence South 00°33'05" East 30.471 feet; thence South 54°31'06" West 15.191 feet; thence South 26°49'54" West 26.639 feet; thence South 05°10'17" West 24.834 feet; thence South 89°30'08" West 55.804 feet; thence North 00°29'52" West 87.469 feet to the place of beginning.



KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017
Revised this 21st day of April, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net

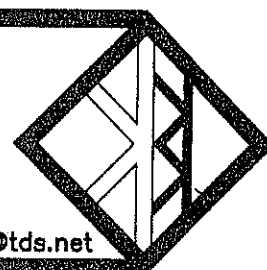


**PIONEER ENGINEERING
AND SURVEYING, LLC.**

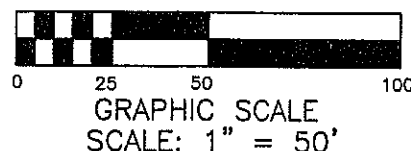
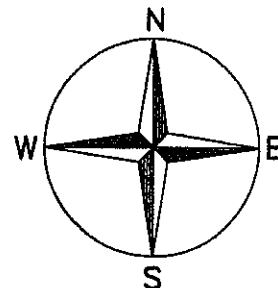
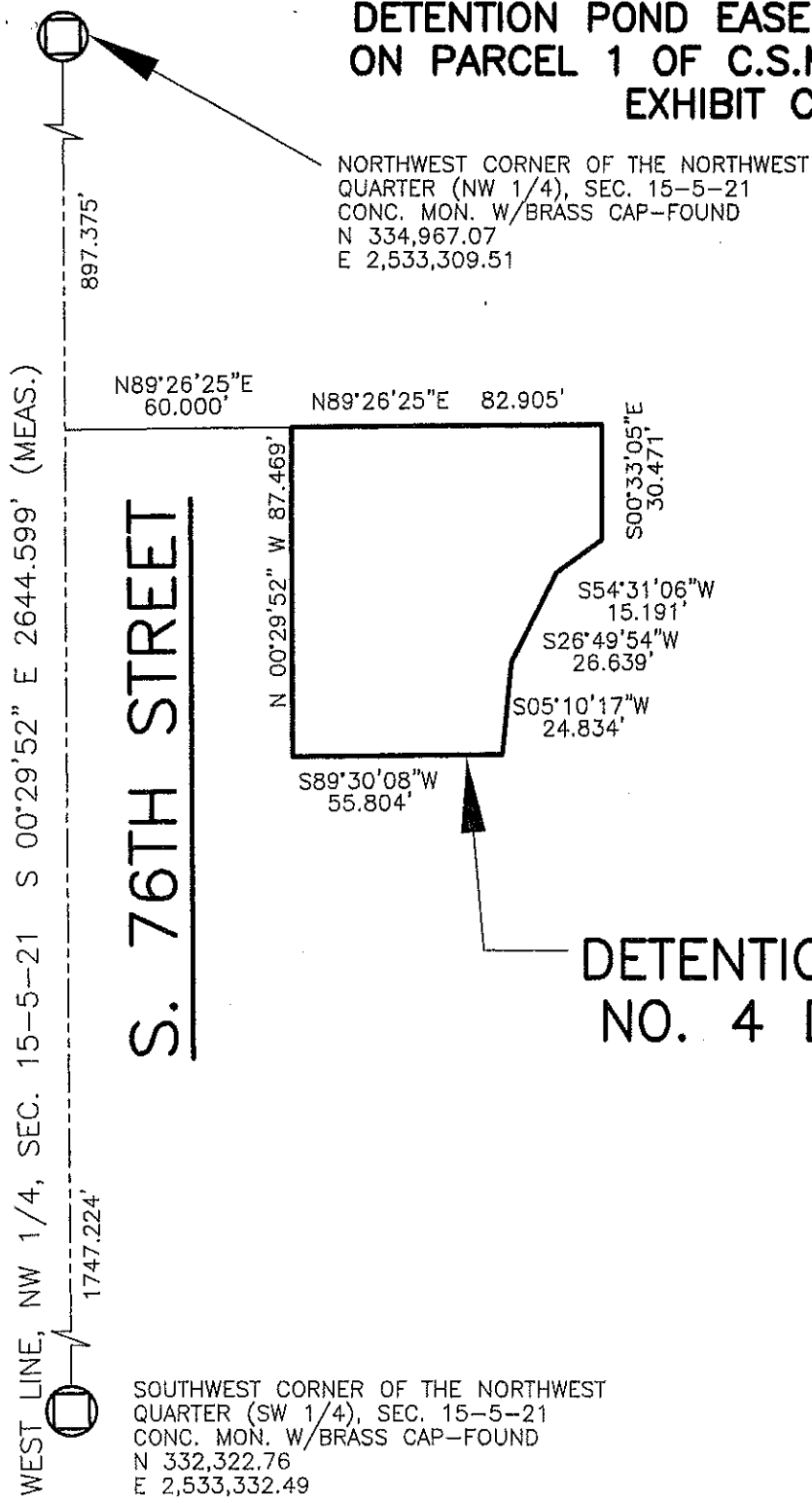
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038

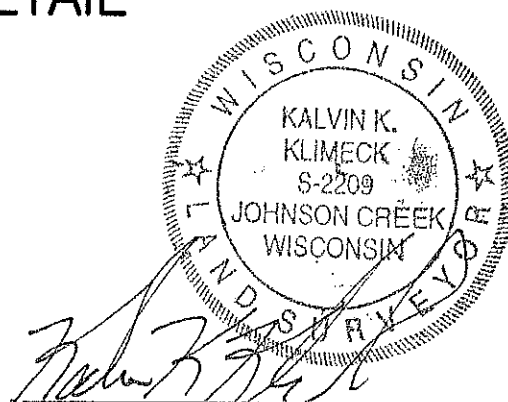
(414) 651-0490 e-mail: kalpioneereng@tds.net



DETENTION POND EASEMENT NO. 4 ON PARCEL 1 OF C.S.M. No. 7110 EXHIBIT C



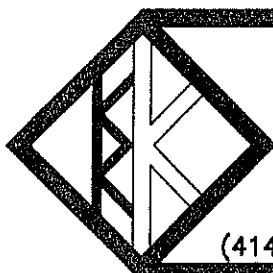
DETENTION BASIN
NO. 4 DETAIL



KALVIN K. KLIMECK - Wis Reg. No. S-2209
Dated this 1st day of December, 2016
Revised this 6th day of February, 2017
Revised this 6th day of March, 2017
Revised this 30th day of March, 2017
Revised this 21st day of April, 2017

OWNER: TUCKAWAY PINES CONDOMINIUM ASSOCIATION, LTD.

This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C.
3902 C.T.H. "B", Johnson Creek, Wisconsin, 53038 phone no. (414) 651-0490 e-mail: kalpioneereng@tds.net



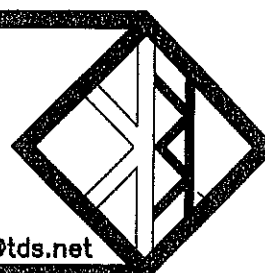
**PIONEER ENGINEERING
AND SURVEYING, LLC.**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 2, 2017
REPORTS AND RECOMMENDATIONS	Direction to staff to review and report upon allowing more than one principal structure temporarily and allowing an accessory use(s) alone upon certain properties under appropriate circumstances as amendments to the Unified Development Ordinance (Ald. Wilhelm)	ITEM NUMBER <i>G.L.</i>

Section 15-2.0206 Number of Buildings on a Zoning Lot, provides:

All principal buildings shall be located on a zoning lot; only one (1) principal building shall be located, erected, or moved onto a lot in the R-1, R-2, R-3, R-3E, R-4, R-5, R-6, R-7 and VR residential zoning districts, and only two (2) principal buildings in the R-1E District. The Plan Commission may permit more than two (2) principal buildings in the R-1E District, subject to the issuance of a Special Use Permit for such purpose. The Plan Commission may permit more than one (1) principal building per lot other than in the above stated zoning districts where more than one (1) principal building is needed for the orderly development of the parcel. When additional structures are permitted, the Plan Commission may impose additional yard requirements, floor area ratio limitations, residential density requirements, land use intensity requirements, landscaping requirements, or parking requirements, or may require a minimum separation distance between principal buildings. No accessory structure shall be permitted upon any zoning lot until an occupancy permit has been issued for a principal structure, except as may be otherwise specifically provided under this Ordinance.

There are circumstances over time where it may be land use appropriate and property owner convenient to allow for more than one principal structure temporarily upon a property, such as where a new single-family residential dwelling is being constructed with the intent to replace an existing home building on a relatively larger area property, to allow occupancy of the existing structure until completion of construction of the new structure. There are circumstances over time where it may be land use appropriate and property owner convenient to allow for only an accessory structure(s) upon a larger area property, where the purpose of the structure furthers a community service purpose and activities of the property owner.

COUNCIL ACTION REQUESTED

A motion to direct staff to review and report upon allowing more than one principal structure temporarily and allowing an accessory use(s) alone upon certain properties under appropriate circumstances as amendments to the Unified Development Ordinance, and to process same as staff determines appropriate.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>May 2, 2017</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute a Jurisdictional Transfer Agreement Between Milwaukee County and City of Franklin, for the Jurisdictional Transfer to the City of County Trunk Highway CTH MM, W. St. Martins Rd. from S. North Cape Rd. to State Trunk Highway 100; and A Resolution Accepting the Jurisdictional Transfer from Milwaukee County to the City of Franklin of County Trunk Highway CTH MM, West St. Martins Road from South North Cape Road to State Trunk Highway 100</p>	<p>ITEM NUMBER</p> <p><i>G. 7.</i></p>
<p>The Common Council adopted Resolution No. 2017-7258, A Resolution to Accept Jurisdictional Transfer of W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road, subject to changes as approved by the City Engineer, on April 3, 2017. Annexed hereto is a copy of the Council action sheet for such item and the final form of the Resolution adopted therefore. The Council had not previously approved the Milwaukee County standard form jurisdictional transfer agreement which is usually required by Milwaukee County prior to the undertaking of the subject road improvement project, which agreement requires in part the further adoption by the Council after project completion of a resolution accepting the jurisdictional transfer. As such, annexed hereto are a copy of the jurisdictional transfer agreement, a copy of a Resolution approving same, and a copy of a Resolution accepting the jurisdictional transfer. Staff recommends approval.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt A Resolution Authorizing Certain Officials to Execute a Jurisdictional Transfer Agreement Between Milwaukee County and City of Franklin, for the Jurisdictional Transfer to the City of County Trunk Highway CTH MM, W. St. Martins Rd. from S. North Cape Rd. to State Trunk Highway 100;</p> <p>and</p> <p>A motion to adopt A Resolution Accepting the Jurisdictional Transfer from Milwaukee County to the City of Franklin of County Trunk Highway CTH MM, West St. Martins Road from South North Cape Road to State Trunk Highway 100.</p>		

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/04/2017
REPORTS & RECOMMENDATIONS	A RESOLUTION TO ACCEPT JURISDICTIONAL TRANSFER OF W. ST. MARTINS ROAD (CTH MM) FROM S. NORTH CAPE ROAD TO S. LOVERS LANE ROAD	ITEM NUMBER G, 12,

BACKGROUND

In 2016, the City and the County entered a "Local / County Agreement for a Highway Improvement" for the Jurisdictional Transfer Agreement of W. St. Martins Road (CTH MM) from S. North Cape Rd. to S. Lovers Lane Rd. Milwaukee County has substantially completed the road improvements and the punch list items are expected to be completed this spring.

The County needs to finalize and close out the project to meet federal funding requirements by June 1, 2017. To meet this deadline, they are requesting that the City accept the project in April 2017.

ANALYSIS

The road project was substantially complete before winter. The project could not reach final completion because of winter conditions and will be completed this spring. Of note are the following outstanding punch list items:

1. Inlet at Station 74+50 LT (10570 West St Martins Road). Inlet was installed last year on December 13, 2016). Contractor will asphalt around it once asphalt plant starts this year.
2. Pavement marking are peeling off in Stage 2 due to the road not cleaned after top soil. Contractor will restripe when pavement conditions are warm and dry.
3. Landscaping to be monitored this year (April / May 2017) to monitor the growth and extent of weed infestation. Reseed and/or weed control as determined by Staff.
4. Most ditches in Stage 2 have settled over the winter. Some blockages have created ponding conditions in yards. Ditches and side yards in stage 2 must be dressed up to ensure positive drainage.

This winter there were a few intersections that did not drain as anticipated- specifically W. Church Street. The County has agreed to cost-share remediation of these locations if City DPW staff performs the work.

Overall, the project has performed well. Assuming that the punch list is adequately addressed, City DPW is ready to accept the project.

OPTIONS

Approve or Deny (will need specific justification if denied).

FISCAL NOTES

There will be some expense (two to four days of labor and equipment) for DPW to remediate the drainage ponding at W. Church Street and S. Chapel Hill Drive. DPW will add W. St. Martins Road to the snow removal routes for the 2017-2018 winter season.

*Council Action
P. 2. of 4/4/2017*

RECOMMENDATIONS

Motion to adopt Resolution 2017 - _____, a resolution to accept jurisdictional transfer of W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2017-7258

A RESOLUTION TO ACCEPT JURISDICTIONAL TRANSFER OF
W. ST. MARTINS ROAD (CTH MM)
FROM S. NORTH CAPE ROAD TO S. LOVERS LANE ROAD

WHEREAS, the City of Franklin and Milwaukee County have discussed the merit of transferring several roadways; and

WHEREAS, on March 28, 2016, the City of Franklin and Milwaukee County entered into a Local/County Agreement for W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road; and

WHEREAS, Milwaukee County has satisfactorily fulfilled the terms of the 2016 agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Common Council accepts the jurisdictional transfer from Milwaukee County of W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road.

This agreement being subject to review and approval of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of April, 2017 by Alderman Taylor.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of April, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

**JURISDICTIONAL TRANSFER AGREEMENT
BETWEEN
MILWAUKEE COUNTY
AND
CITY OF FRANKLIN**

This JURISDICTIONAL TRANSFER AGREEMENT (the "Agreement"), is made and entered into effective this ____ day of _____, 2017, by and between MILWAUKEE COUNTY (the "County") and the CITY OF FRANKLIN (the "City").

WITNESSETH:

WHEREAS, the authority to make changes to the County Trunk Highway System is granted to the County by Section 83.025 Wis. Stats.; and

WHEREAS, the County has jurisdiction over County Trunk Highway CTH MM, W. St. Martins Rd. from S. North Cape Rd. to State Trunk Highway 100; and

WHEREAS, the County has requested of the City a jurisdictional transfer of the County Trunk Highway above-referenced and the County agrees that such transfer would be of benefit to the public; and

WHEREAS, the jurisdictional transfer conforms to, is consistent with and serves to implement the recommendations contained within the Southeast Regional Transportation System Plan under the County Jurisdictional Highway System Plan; and

WHEREAS, the State Department of Transportation has reviewed the jurisdictional transfer and has approved it by letter attached.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained here, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

PROVISIONS:

1. The County agrees, upon approval of this Agreement, and approval by the Milwaukee County Board of Supervisors of an appropriate resolution, to transfer jurisdiction of CTH MM, W. St. Martins Rd. from S. North Cape Rd. to State Trunk Highway 100.
2. The City agrees, upon approval of this Agreement, and approval by the City Common Council of an appropriate resolution, to accept transfer of jurisdiction of the County Trunk Highway above-referenced.
3. The City agrees that upon acceptance it will assume all costs related to the maintenance of

said roadway including, but not limited to, driving surface, shoulders, stormwater, snow and ice control, traffic engineering (signs, signals, pavement markings) and structures (bridges and culvers), if any.

4. The City agrees that upon acceptance it will assume responsibility for all permits for work within the roadway right-of-way including driveway and utilities.
5. The County agrees to indemnify and hold the City harmless from any and all claims that may arise out of the County's ownership, operation and maintenance of those portions of CTH MM above-referenced for the period of time prior to the transfer.
6. The County and the City understand, acknowledge and agree that as a condition of this Agreement the County will fund a project to improve CTH MM above-referenced as mutually agreed on by both the County and the City.
7. The City agrees that upon completion of the improvements contemplated above, the City shall accept transfer of jurisdiction by resolution of its governing body.
8. The City agrees that as the recipient agency, it will notify the Southeastern Regional Planning Commission, the State Department of Transportation and the property owners along the roadway that a transfer of jurisdiction has occurred and informing the property owners which City officials or departments to contact for issues related to roadway maintenance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

CITY OF FRANKLIN

MILWAUKEE COUNTY

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

Approved as to form and independent status

By: _____ Date: _____
City Engineer

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
City Attorney

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2017-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
JURISDICTIONAL TRANSFER AGREEMENT BETWEEN MILWAUKEE COUNTY
AND CITY OF FRANKLIN, FOR THE JURISDICTIONAL TRANSFER TO THE CITY
OF COUNTY TRUNK HIGHWAY CTH MM, W. ST. MARTINS RD. FROM S. NORTH
CAPE RD. TO STATE TRUNK HIGHWAY 100

WHEREAS, the Common Council adopted Resolution No. 2016-7186, A Resolution to Sign "Local / County Agreement for a Highway Improvement" with Milwaukee County for W. St. Martins Rd. (CTH MM) from S. North Cape Rd. to S. Lovers Lane Rd., on April 4, 2016; and

WHEREAS, such highway improvement project has been completed by Milwaukee County, though there are certain project scope relatively very minor items remaining for completion/restoration by Milwaukee County, to which Milwaukee County has committed to providing the completion/restoration thereof within this month; and

WHEREAS, the standard form jurisdictional transfer agreement from Milwaukee County refers to a cooperative road improvement project to be completed as part of the jurisdictional transfer process, which agreement was not approved by the City prior to the commencement of the aforesaid West St. Martins Road highway improvement project; and

WHEREAS, Milwaukee County has informed the City of its need for the approval of the agreement and the adoption of a final unconditional resolution by the City for the ultimate conclusion of the jurisdictional transfer process prior to June 1, 2017, in order for Milwaukee County to meet its financing requirements for the project; and

WHEREAS, the Common Council having recognized the completion of the project and its prior action to adopt Resolution No. 2017-7258, A Resolution to Accept Jurisdictional Transfer of W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road, subject to changes as approved by the City Engineer, on April 3, 2017, and having determined that the approval of the jurisdictional transfer agreement with Milwaukee County is reasonable and necessary and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Jurisdictional Transfer Agreement Between Milwaukee County and City of Franklin, in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2017-_____

A RESOLUTION ACCEPTING THE JURISDICTIONAL TRANSFER FROM
MILWAUKEE COUNTY TO THE CITY OF FRANKLIN OF COUNTY TRUNK
HIGHWAY CTH MM, WEST ST. MARTINS ROAD FROM SOUTH NORTH CAPE
ROAD TO STATE TRUNK HIGHWAY 100

WHEREAS, the Common Council adopted Resolution No. 2016-7186, A Resolution to Sign "Local / County Agreement for a Highway Improvement" with Milwaukee County for W. St. Martins Rd. (CTH MM) from S. North Cape Rd. to S. Lovers Lane Rd., on April 4, 2016; and

WHEREAS, such highway improvement project has been completed by Milwaukee County, though there are certain project scope relatively very minor items remaining for completion/restoration by Milwaukee County, to which Milwaukee County has committed to providing the completion/restoration thereof within this month; and

WHEREAS, Milwaukee County has informed the City of its need for the approval of the agreement and the adoption of a final unconditional resolution by the City for the ultimate conclusion of the jurisdictional transfer process prior to June 1, 2017, in order for Milwaukee County to meet its financing requirements for the project; and

WHEREAS, the Common Council having recognized the completion of the project and its prior action to adopt Resolution No. 2017-7258, A Resolution to Accept Jurisdictional Transfer of W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road, subject to changes as approved by the City Engineer, on April 3, 2017, and having determined that the unconditional acceptance of the jurisdictional transfer of West St. Martins Road from Milwaukee County is reasonable and necessary and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Jurisdictional Transfer from Milwaukee County of County Trunk Highway CTH MM, West St. Martins Road From South North Cape Road to State Trunk Highway 100, be and the same is hereby accepted by the City of Franklin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

RESOLUTION NO. 2017-____
Page 2

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____