

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/07/2017
Reports & Recommendations	A RESOLUTION TO AMEND AGREEMENT FOR PROFESSIONAL DESIGN SERVICES OF THE ROOT RIVER PARK PATH WITH JSD PROFESSIONAL SERVICES, INC FOR \$2,243.50.	ITEM NO. <i>G.6.</i>

BACKGROUND

In late 2015, the Common Council authorized JSD Professional Services to proceed with design of Root River Park Path, a trail segment with pedestrian bridge connecting W. River Park Court to S. River Lane by crossing an unnamed tributary of the Root River.

ANALYSIS

This project has encountered significant delays because of regulatory permitting concluding with the Corp of Engineers "permit package to discharge fill material within 0.15 acre of wetland for a new clear span bridge and walking path in the City of Franklin" received on October 13, 2017.

Some unanticipated work related to permits was an archaeological investigation of the site. Staff directed JSD to expedite the work in hopes that bidding can still occur in 2017. JSD employed a sub-consultant and did not charge the City a markup. The charge to JSD from Archaeological Research, Inc. was \$2,243.50.

JSD has had one contract amendment for this project that involved a 5% reduction (\$5,081.55) for prepaying 75% of the entire contract. This was initiated by the City to address timely spending of park impact fees.

OPTIONS:

Authorize Staff to execute Contract Amendment #2; or

Instruct Staff to pay for expense in other miscellaneous Engineering and/or DPW funds.

FISCAL NOTE

The 2017 Capital Improvement Fund Budget includes a \$475,000 appropriation for construction of the bridge. Sufficient budget appropriations exist for the proposed contract amendment.

RECOMMENDATION

Authorize Resolution 2017-_____ A resolution to amend agreement for professional design services of the Root River Park Path with JSD Professional Services, Inc for \$2,243.50.

Department of Engineering GEM

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

A RESOLUTION TO AMEND AGREEMENT FOR
PROFESSIONAL DESIGN SERVICES OF THE
ROOT RIVER PARK PATH WITH
JSD PROFESSIONAL SERVICES, INC FOR \$2,243.50

WHEREAS, JSD Professional Services is completing design for a pathway from W. River Park Court, crossing the East Branch of Root River, and through an outlot to the South River Lane; and

WHEREAS, unanticipated permit work requiring an archaeological investigation of the site was performed by JSD Professional Services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to amend an agreement with JSD Professional Services to increase the contract amount by \$2,243.50.

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

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 _____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/07/2017
Reports & Recommendations	A RESOLUTION TO WAIVE WATER EXTENSION TO SERVE A LOT ON 5000 BLOCK OF W. MINNESOTA AVENUE	ITEM NO. <i>G.7.</i>

BACKGROUND

David Gudgeon and James L. Loudon have been working on a 3-lot land division on their properties on the northeast corner of S. 51st Street and W. Minnesota Avenue of which they own. The CSM was approved (Resolution No. 2017-7294) with the following condition:

Prior to recording the Certified Survey Map, the applicant shall request that the City extend public water facilities to serve Lot 3. If rejected, Lot 3 may be developed with a private well-water system. A statement shall be added to Sheet 1 of the Certified Survey Map to indicate whether the land is being served by public sanitary sewer and water or public sanitary sewer only.

ANALYSIS

This new lot was created by splitting properties located at 7270 S. 51st Street and 5050 W. Minnesota Avenue and combining the resultant splits that will front W. Minnesota Avenue. This new lot has not been designated an address but is just east of S. 51st Street in the 5050 block of W. Minnesota Avenue and roughly across from a stub for S. 50th Street. This new lot is already served by sanitary sewer in W. Minnesota Avenue.

The water system in the area is illustrated in the attached exhibit and surrounds the area along S. 51st Street, W. Rawson Avenue, S. 46th Street, and W. Marquette Avenue. Looped water main extensions are preferable to dead end sections because they do not require additional staff time to flush for water quality purposes.

A looped water main system could extend from S. 51st Street and W. Minnesota Avenue to one or more of four locations.

- S. 49th Street and W. Rawson Avenue
- W. Minnesota Avenue and W. Rawson Avenue
- S. 46th Street midblock between W. Minnesota Avenue and W. Monroe Avenue
- W. Marquette Avenue midblock between S. 49th Street and S. 46th Street

Staff and the Alderwoman of the District are not aware of any other properties in this neighborhood desiring abandonment of existing wells and wanting public potable water service.

If Common Council waives the requirement to extend the water mains at this time, it is also recommended that the CSM approval be conditioned such that the current/future property owners be required to connect to public water within 1 year of any new public water main extending to the properties.

OPTIONS:

Request Staff to survey the neighborhood and determine which water main looping projects are desirable for construction under the assessment rules; or

Reject the request for public water service at this time. It can be noted that staff has no objection to waiving the requirement for public water service in this instance and until such time as public water service becomes available.

FISCAL NOTE

Although likely, it would take a detailed construction cost estimate to determine if there are sufficient appropriations in the Development Fund to reimburse the developer for the over-sizing costs.

RECOMMENDATION

Authorize Resolution 2017-_____ A resolution to waive water extension to serve a lot in the 5000 block of W. Minnesota Avenue at this time and require the property owners of this lot to connect to public water within one year of construction of a public water main extended to the property.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION TO WAIVE WATER EXTENSION TO SERVE A LOT IN THE 5000 BLOCK OF W. MINNESOTA AVENUE AT THIS TIME AND REQUIRE THE PROPERTY OWNERS OF THIS LOT TO CONNECT TO PUBLIC WATER WITHIN ONE YEAR OF CONSTRUCTION OF A PUBLIC WATER MAIN EXTENDED TO THE PROPERTY

WHEREAS, David Gudgeon and James L. Loudon have been working on a 3-lot land division on the property of the northeast corner of S. 51st Street and W. Minnesota Avenue; and

WHEREAS, Common Council approved the CSM with a condition that the applicant shall request that the City extend public water facilities to serve Lot 3. If rejected, Lot 3 may be developed with a private well-water system. A statement shall be added to Sheet 1 of the Certified Survey Map to indicate whether the land is being served by public sanitary sewer and water or public sanitary sewer only; and

WHEREAS, staff has determined that extension of the public water supply system to loop it through the neighborhood is burdensome for development of one created lot; and

WHEREAS, the owner, and its successors will be required to connect to public water within one year of construction of a public water main extended to the created lot.

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 waive water extension a lot in the 5000 block of W. Minnesota Avenue at this time.

FURTHERMORE BE IT RESOLVED that the property owners of lot 3 be required to connect to public water within one year of construction of a public water main extended to the property.

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

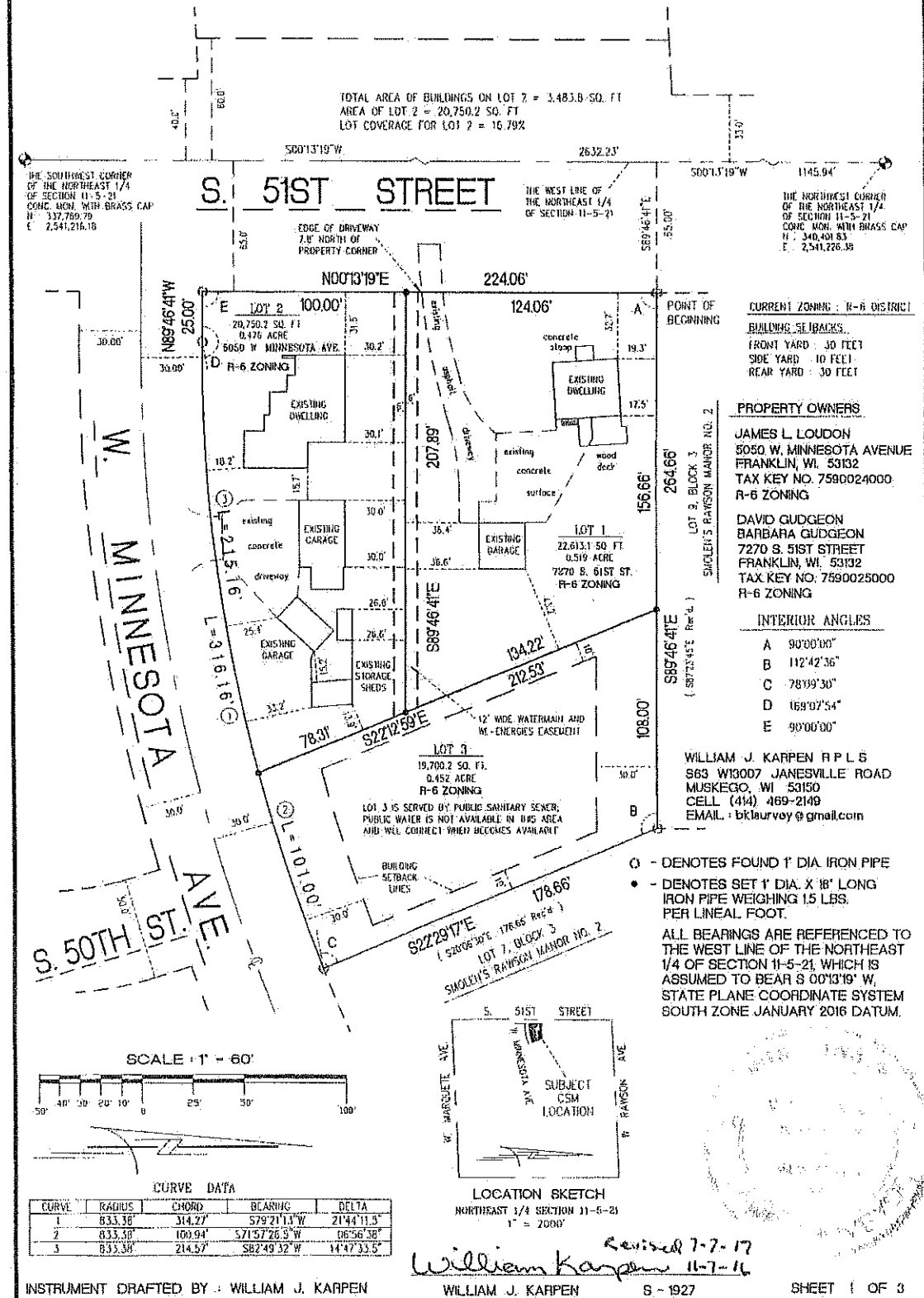
ATTEST:

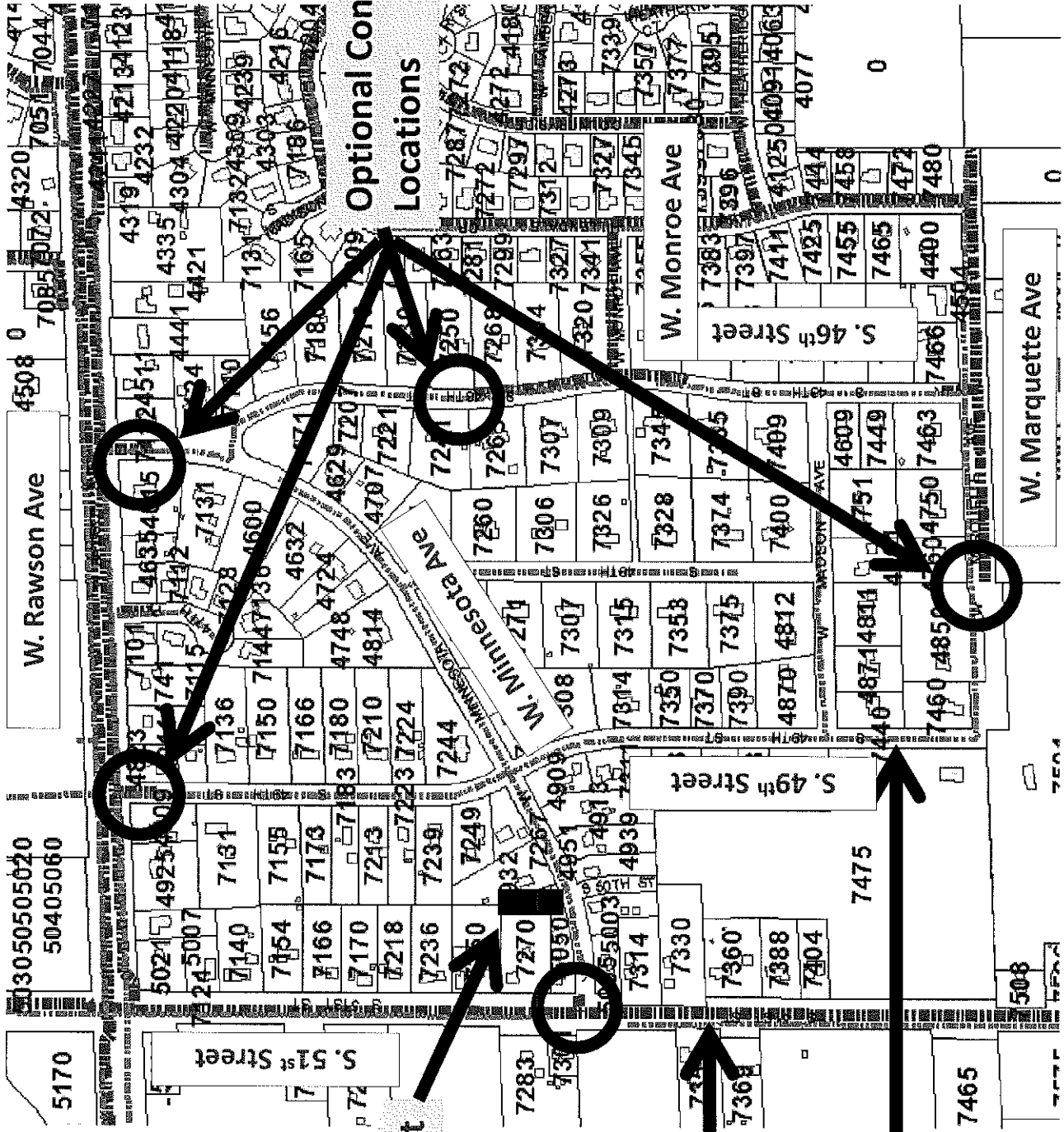
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF LOT 8, BLOCK 3, IN SMOLEN'S RAWSON MANOR NO. 2 AND THE EAST TWENTY FIVE FEET OF THE VACATED SERVICE ROAD ADJOINING ON THE WEST, IN THE NORTHEAST 1/4 OF SECTION 11, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.





Optional Connection
Locations

New Lot

Existing
Water
Mains

Existing
Sewer
Mains

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/7/17
Reports & Recommendations	SUBJECT: Resolution for acceptance of a Storm Sewer Easement and a Water Main Easement for TI Investors of Franklin II, LLC located at 4620 W. Oakwood Park Drive	ITEM NO. <i>6.8.</i>

Pursuant to the development of TI Investors of Franklin II, LLC it is necessary to install Storm Sewer & Water Main Easements on the property at 4620 W. Oakwood Park Drive, Tax Key Number 930-0005-000.

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 a Storm Sewer Easement and a Water Main Easement for TI Investors of Franklin II, LLC located at 4620 W. Oakwood Park Drive.

Department of Engineering ML/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 - _____

RESOLUTION FOR ACCEPTANCE OF
A STORM SEWER EASEMENT AND A WATER MAIN EASEMENT
FOR TI INVESTORS OF FRANKLIN II, LLC
LOCATED AT 4620 W. OAKWOOD PARK DRIVE

WHEREAS, easements are required to install, maintain and operate storm sewer and water main easements at 4620 W. Oakwood Park Drive for TI Investors of Franklin II, LLC; 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

Franklin II Property

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 TI INVESTORS OF FRANKLIN II LLC, a Wisconsin limited liability company (Corporation, Partnership or Limited Liability Company), as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Southwest ¼ of the Southeast ¼ of Section Twenty-six (26), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure 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. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. No charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm, sanitary sewer or manhole services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition

of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.

17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: November 2nd, 2017.

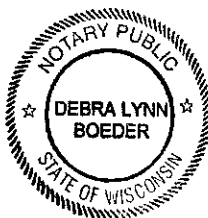
TI INVESTORS OF FRANKLIN II LLC

By: Towne Realty, Inc., Manager

By: [Signature]
James B. Young, Senior Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Before me personally appeared on the 2nd day of NOVEMBER, 2017, the above named James B. Young, Senior Vice President of Towne Realty, Inc., Manager of TI Investors of Franklin II LLC, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.



[Signature]
NOTARY PUBLIC State of Wisconsin
Debra Lynn Boeder
My commission expires 03/05/2021

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

On this _____ day of _____, 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 _____

MORTGAGE HOLDER CONSENT

None

The undersigned, _____, 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 _____, in Volume _____ of Records, page _____, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

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

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) _____, the _____ (title) _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public _____

State of _____

County of _____

My commission: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: _____

Manager of Water Works of Franklin

Approved as to form only

Date: _____

City Attorney

Exhibit A
Description of the Property

Lot One (1) in Block Ten (10), FRANKLIN BUSINESS PARK ADDITION NO. 1, being a subdivision of Outlot 1, Certified Survey Map No. 6225, being part of the Northeast ¼, Southeast ¼, Southwest ¼ and Northwest ¼ of the Northeast ¼, Outlot 1, Certified Survey Map No. 6201, being part of the Northeast ¼, Southeast ¼, Southwest ¼ and Northwest ¼ of the Southeast ¼, of Section 26, and Parcels 1 and 2 of Certified Survey Map No. 1805, being a part of the Northwest ¼ of the Northwest ¼ of Section 25, and lands lying in the Northwest ¼ of the Northwest ¼ of Section 25, and lands lying in the Northeast ¼ and Southeast ¼ of the Southeast ¼ of Section 26, and lands lying in the Southeast ¼ of the Southwest ¼ of Section 26, all in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Note: Tax Key Number and Address are shown for informational purposes only.

Tax Key No. 930-0005-000

Address: S. Oakwood Park Drive

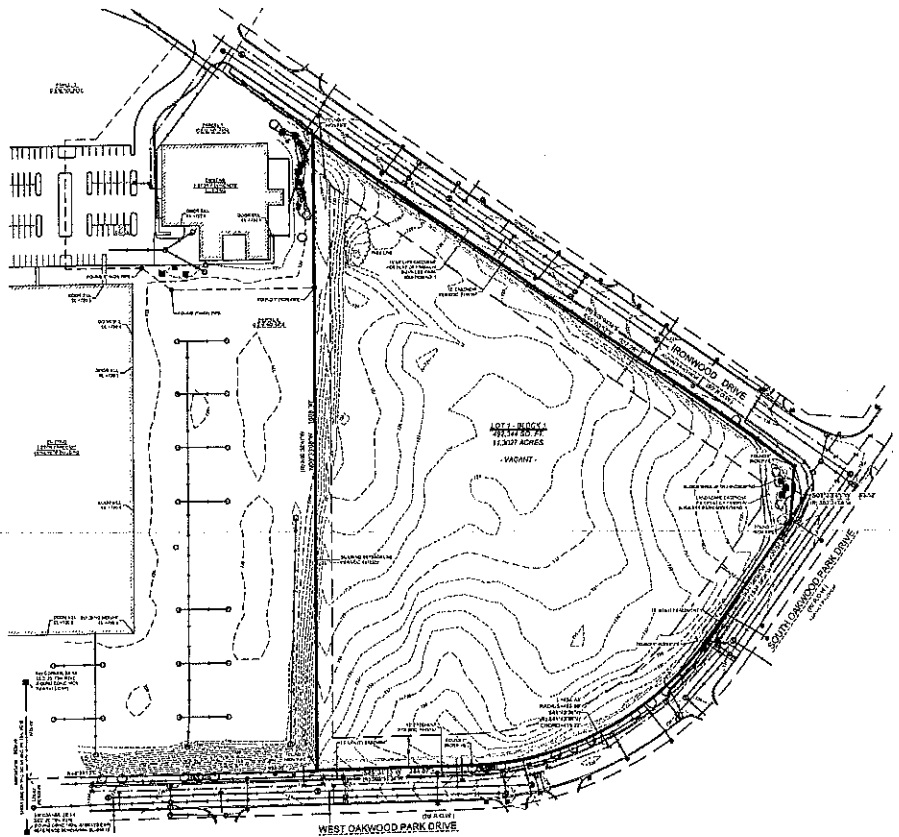
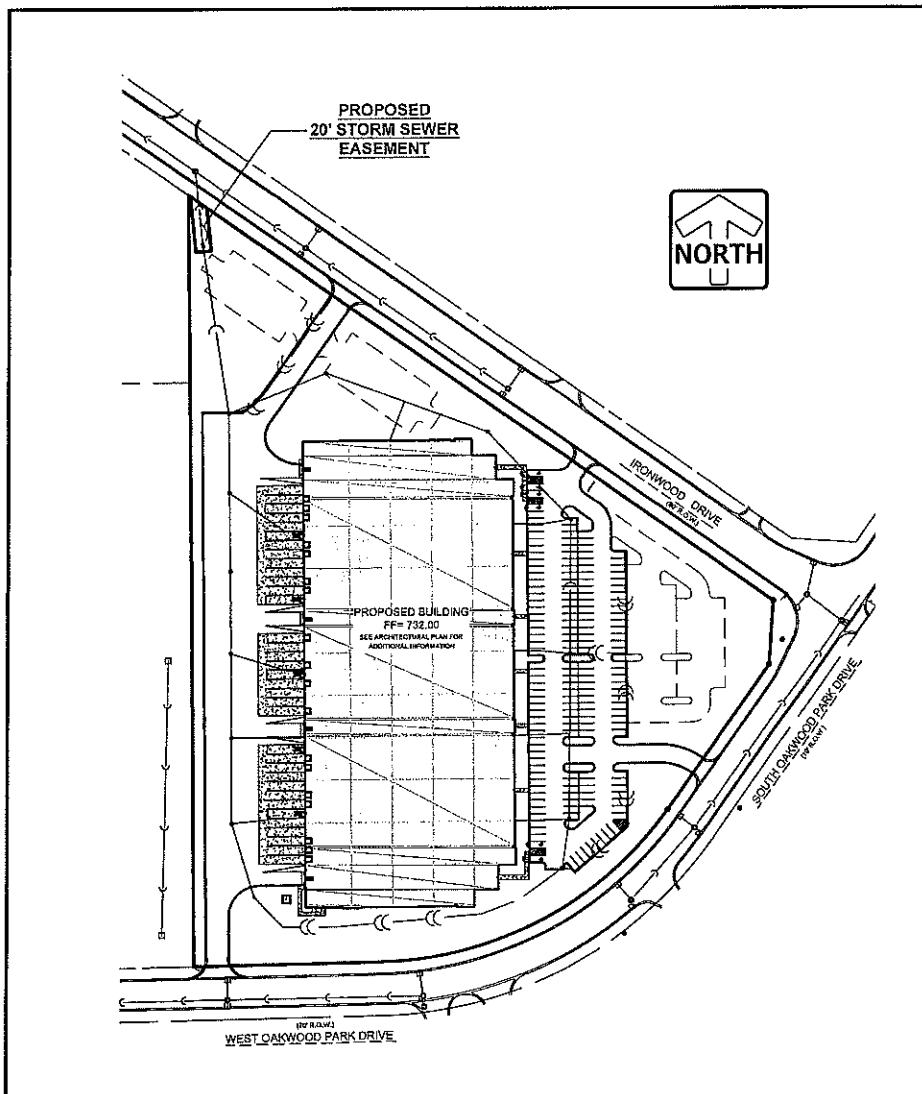


Exhibit B
Depiction of the Facilities



STORM SEWER EASEMENT

PINNACLE ENGINEERING GROUP
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

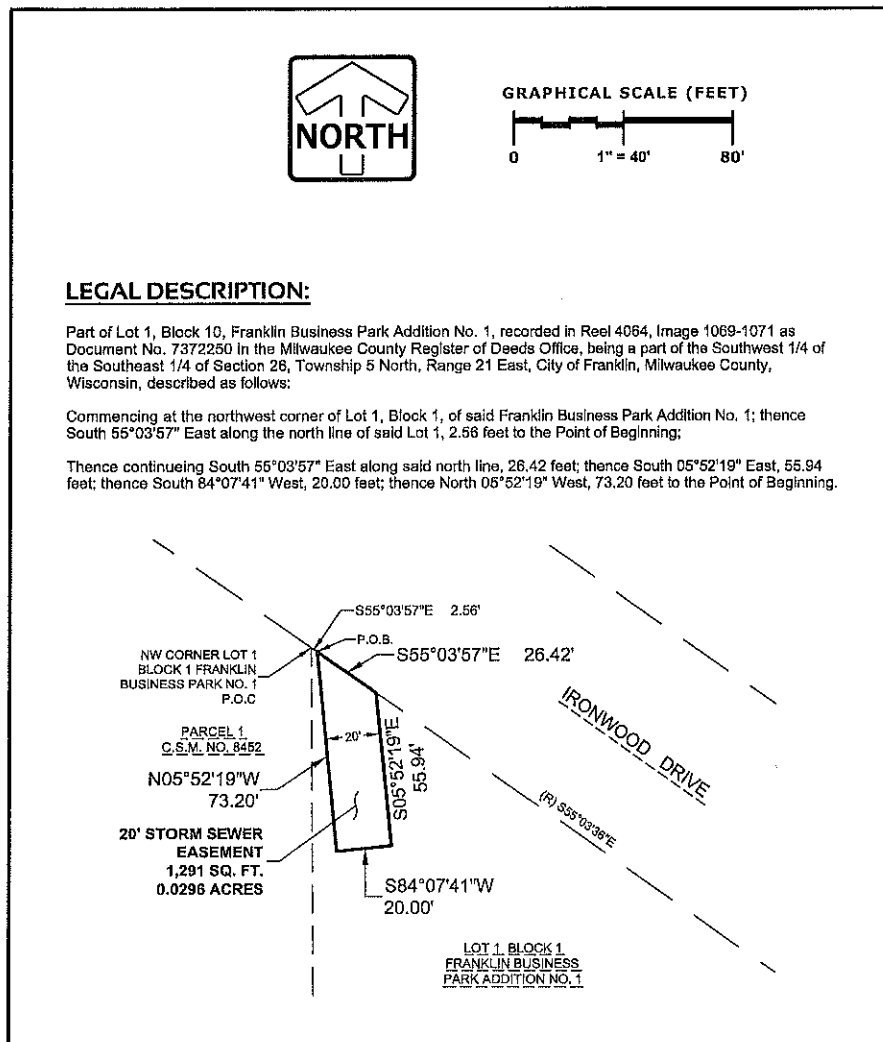
WWW.PINNACLE-ENGR.COM

08/09/17

PLAN | DESIGN | DELIVER
PEG JOB #194.00

Exhibit C

Description of Easement Area



STORM SEWER EASEMENT 08/09/17
PINNACLE ENGINEERING GROUP PLAN | DESIGN | DELIVER
15950 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 WWW.PINNACLE-ENGR.COM PEG JOB #194.00

WATER MAIN EASEMENT

Franklin II Property

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

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Property in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

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

5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above-described Easement Area may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: November 2nd., 2017.

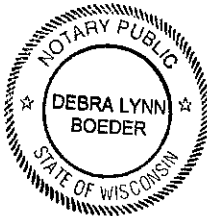
TI INVESTORS OF FRANKLIN II LLC

By: Towne Realty, Inc., Manager

By: [Signature]
James B. Young, Senior Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Before me personally appeared on the 2nd day of NOVEMBER, 2017, the above named James B. Young, Senior Vice President of Towne Realty, Inc., Manager of TI Investors of Franklin II LLC, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.



[Signature]
NOTARY PUBLIC State of Wisconsin
Debra Lynn Boeder
My commission expires 03/05/2021

CITY OF FRANKLIN

By: _____
Stephan R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

On this _____ day of _____, 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 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 _____

MORTGAGE HOLDER CONSENT

None

The undersigned, _____, 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 _____, _____, in Volume _____ of Records, page _____, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

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

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) _____, the _____ (title) _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public _____

State of _____

County of _____

My commission: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: _____

Manager of Water Works of Franklin

Approved as to form only

Date: _____

City Attorney

Exhibit A
Description of the Property

Lot One (1) in Block Ten (10), FRANKLIN BUSINESS PARK ADDITION NO. 1, being a subdivision of Outlot 1, Certified Survey Map No. 6225, being part of the Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Outlot 1, Certified Survey Map No. 6201, being part of the Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, of Section 26, and Parcels 1 and 2 of Certified Survey Map No. 1805, being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, and lands lying in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, and lands lying in the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, and lands lying in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, all in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Note: Tax Key Number and Address are shown for informational purposes only.

Tax Key No. 930-0005-000

Address: S. Oakwood Park Drive

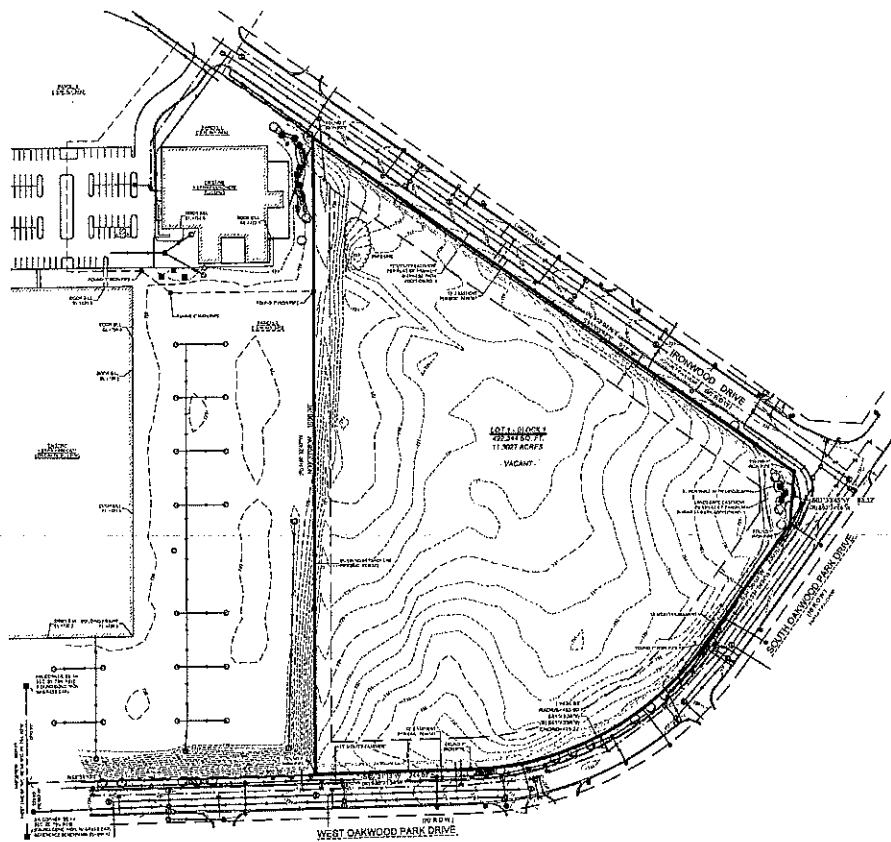


Exhibit B
(Depiction of the Facilities)

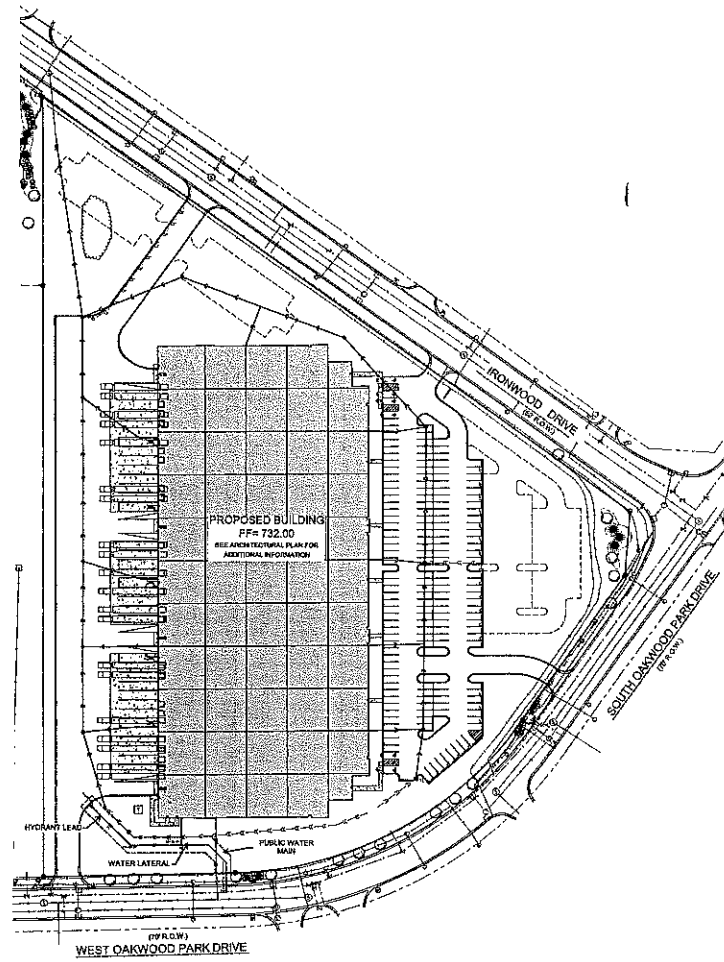
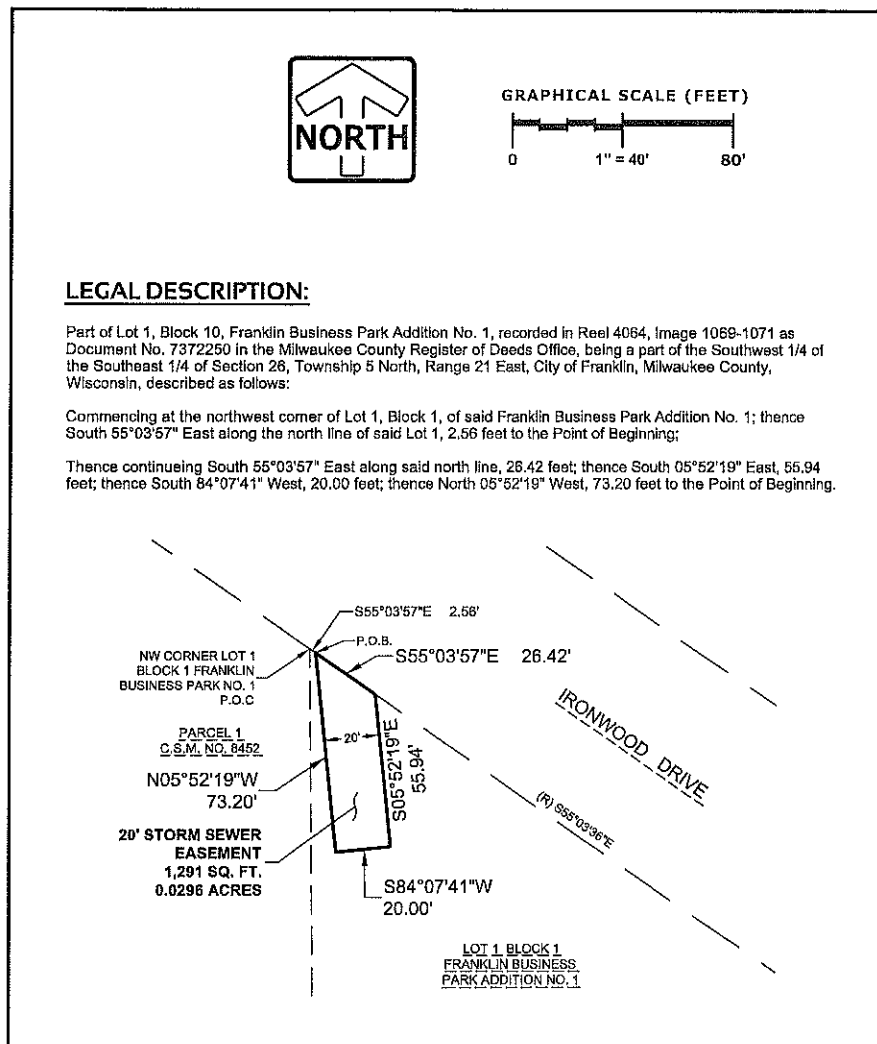


Exhibit C
Description of Easement Area



STORM SEWER EASEMENT 08/09/17
PINNACLE ENGINEERING GROUP PLAN | DESIGN | DELIVER
 15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 WWW.PINNACLE-ENGR.COM PEG JOB#194.00

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/7/2017
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5801 W. FRANKLIN DRIVE (ZETA COMPANY LLP) Tax Key 931-0006-001	ITEM NUMBER <i>G.9.</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2017 - _____, a resolution to authorize staff to execute and record the attached water main easement from 5801 W. Franklin Drive (Zeta Company LLP) Tax Key 931-0006-001.

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 5801 W. FRANKLIN DRIVE (ZETA COMPANY, LLP)
TAX KEY 931-0006-001

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the Zeta Company, LLP at 5801 W. Franklin Drive, Tax Key 931-0006-001 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the Zeta Company, LLP desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 5801 W. Franklin Drive (Zeta Company, LLP) Tax Key 931-0006-001.

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

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

WATER MAIN EASEMENT

5801 W. Franklin Drive
Owner – Zeta Company, LLP
Tax Key Number 931-0006-001

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

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” and depicted on Exhibit “A-1” which is attached hereto and incorporated herein (the Property); and

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SE ¼ and SW ¼ of the SW 1/4 of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the “Easement Area”).

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the

course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____

(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the
same as the voluntary act and deed of said corporation

Notary Public

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

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

Notary Public

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, 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. _____ and its addition as an encumbrance against title to the Property.

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
 s.s.
COUNTY OF MILWAUKEE)

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

Name: _____

Notary Public

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water
Utility

Date: _____

Approved as to form only

City Attorney

Date: _____

Exhibit A
(Description of the Property)

Tax key No. 931-0006-001
5801 West Franklin Drive

Being a part of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin and described as follows:

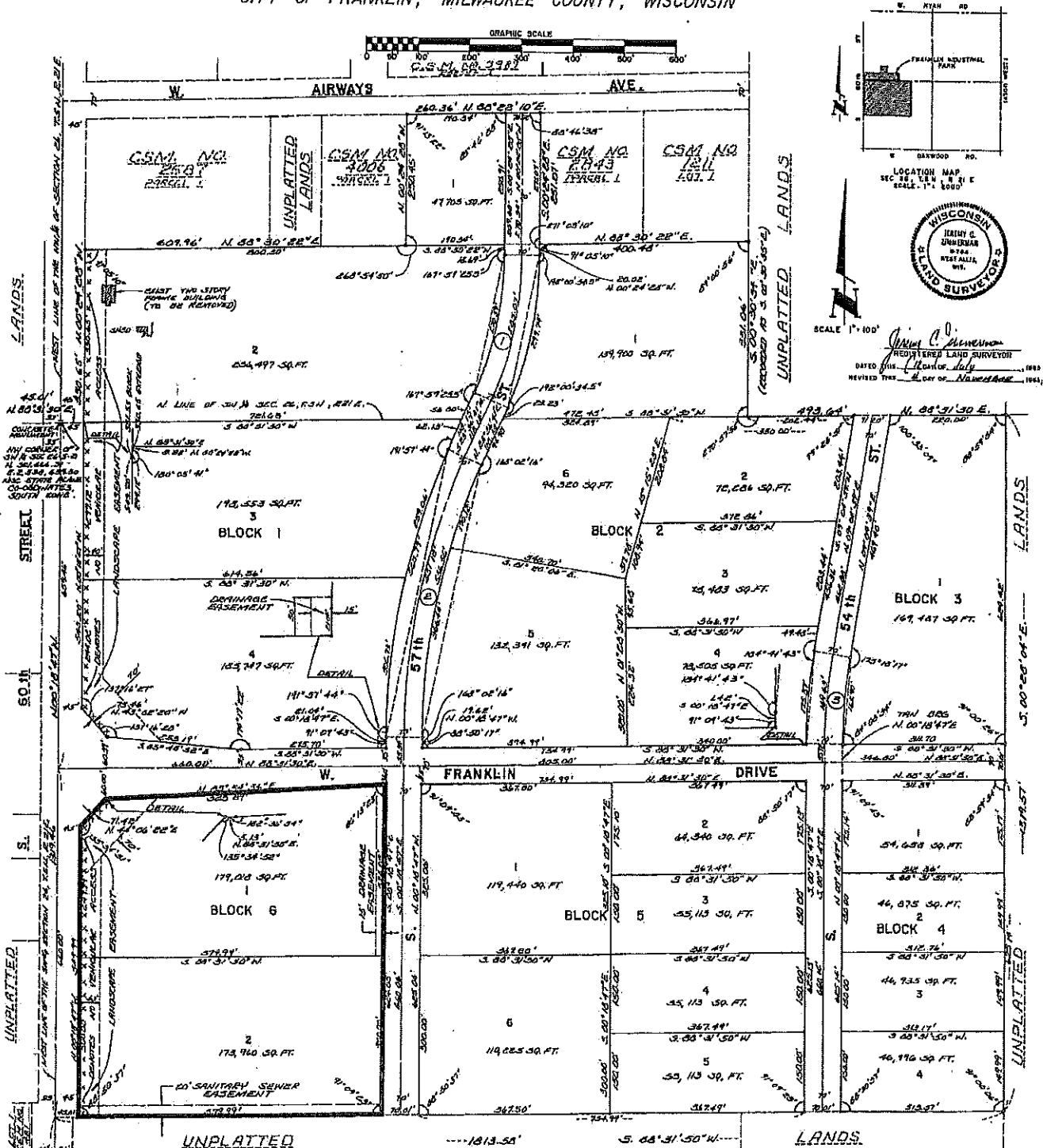
Lot 1 and Lot 2, in Block 6, in Franklin Industrial Park except part of Lot 1 for public right of way also Lot 3, in Block 6, in Franklin Industrial Park Addition No.1.

See Exhibit A-1

EXHIBIT A-1

FRANKLIN INDUSTRIAL PARK

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3226 AND
A SUBDIVISION OF LANDS IN PART OF THE SOUTHWEST 1/4 OF
THE NORTHWEST 1/4, THE NORTHWEST 1/4 AND PART OF
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 26, TOWNSHIP 3 NORTH, RANGE 21 EAST
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



CURVE DATA									
CURVE NO.	LOT	BLOCK	BEARING	ARC	CHORD	CHORD BEARS	CENTRAL ANGLE	REFLECTION ANGLE	1/2
1	1	1	154.00°	54.00°	23.21'	111.34° 06.5"	24° 01' 05"	18° 00' 34.9"	
2	1	1	618.00°	270.00°	782.43'	182.43'			
3	1	1	710.20°	498.74°	227.63'	41.31° 35' 36.5"			
4	1	1	138.00°	53.18°	187.18'	111.24° 43"	23° 08' 28"	11° 39' 54"	
5	2	1	135.00°	50.79°	361.88'	111.24° 32" 27"			
6	2	1	139.00°	52.00°	361.88'	111.24° 32" 27"			
7	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
8	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
9	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
10	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
11	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
12	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
13	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
14	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
15	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
16	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
17	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
18	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
19	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
20	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
21	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
22	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
23	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
24	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
25	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
26	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
27	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
28	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
29	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
30	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
31	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
32	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	
33	2	1	1258.00°	105.73°	538.07'	3.19° 00' 03.5"	89° 57' 10"	8° 28' 30"	

NOTE

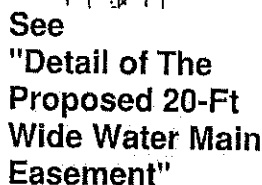
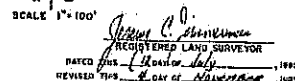
• INDICATES IRON PIPE 30" LONG BY 2" DIAMETER, 3.65 LBS. PER LINEAL FOOT.
ALL OTHER LOT CORNERS MARKED BY IRON PIPE 24" LONG BY 1" DIAMETER, 1.13 LBS. PER LINEAL FOOT.

PLAT REFERENCED TO GRID NORTH, BASED ON
THE WISCONSIN STATE PLANE CO-ORDINATE
SYSTEM, SOUTH ZONE.

FRANKLIN INDUSTRIAL PARK

GRAPHIC SCALE

0 25' 100' 200' 300' 400' 500' 600'



CURVE DATA									
CURVE ID	LOT	BLOCK	RADIUS	ARC	CHORD	CHORD BEARING	CENTRAL ANGLE	INTERSECTION	
1	1	1	682.50'	238.03'	8.71'	N 81° 56' 3" E	24° 31' 18"	15° 40' 34.5"	
1	1	1	648.00'	270.72'	1.00'	S 11° 15' 0" E	178° 43' 00"	15° 40' 34.5"	
1	1	1	716.00'	249.74'	100.45'	N 67° 32' 06" E	178° 43' 00"	15° 40' 34.5"	
1	1	1	1320.00'	473.11'	8.71'	S 11° 15' 0" E	24° 31' 18"	15° 40' 34.5"	
1	1	1	1350.00'	253.70'	881.65'	S 11° 15' 0" E	24° 31' 18"	15° 40' 34.5"	
1	1	1	1310.00'	248.05'	8.71'	S 11° 15' 0" E	24° 31' 18"	15° 40' 34.5"	
1	1	1	1350.00'	505.73'	308.05'	S 07° 10' 16" E	178° 43' 00"	15° 40' 34.5"	
1	1	1	1641.00'	258.44'	308.05'	N 11° 15' 0" E	24° 31' 18"	15° 40' 34.5"	
1	1	1	1320.00'	258.44'	308.05'	N 11° 15' 0" E	24° 31' 18"	15° 40' 34.5"	
1	1	1	1320.00'	473.11'	170.00'	N 11° 15' 0" E	24° 31' 18"	15° 40' 34.5"	
1	1	1	2113.00'	109.83'	108.44'	H 4° 00' 33.1" E	178° 43' 00"	15° 40' 34.5"	
1	1	1	1070.00'	113.37'	178.43'	H 4° 00' 33.1" E	178° 43' 00"	15° 40' 34.5"	
1	1	1	1000.00'	161.80'	161.71'	H 4° 00' 33.1" E	178° 43' 00"	15° 40' 34.5"	

PLAT REFERENCED TO GRID NORTH, BASED ON
THE WISCONSIN STATE PLANE CO-ORDINATE
SYSTEM, SOUTH ZONE.

DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

1
179,018 SQ.FT.

BLOCK 6

579.99
S88° 31' 50"W

PROPOSED 20-FT
WATER MAIN EASEMENT
(0.13 AC)

N00° 18' 47"W

20.01

276.52

N88° 05' 06"E

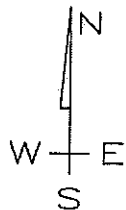
276.52

S88° 05' 06"W

POB

20.01
S00° 18' 47"E

2
173,960 SQ.FT.



SCALE: 1" = 50'

579.99
S88° 31' 50"W

N00° 18' 47"W
151.25

Exhibit C
(Description of the Easement)

Tax key No. 931-0006-001
5801 West Franklin Drive

Lot 2, in Block 6, in Franklin Industrial Park, being a part of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows;

Commencing at the Southeast corner of said Lot 2, Block 6 of Franklin Industrial Park; thence North 00°18'47" West along west right of way line of South 57th Street, 151.25 feet to the point of beginning; thence South 88°05'06" West, 276.52 feet to a point; thence North 00°18'47" West 20.01' feet to a point; thence North 88°05'06" East, 276.52 feet to a point; thence South 00°18'47" East, 20.01 feet to a of beginning.

Containing ± 5530.4 square feet or 0.13 acres.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/7/2017
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5695 W. FRANKLIN DRIVE (CP PROPERTIES, LLP) Tax Key 899-0016-001	ITEM NUMBER <i>3, 10,</i>

BACKGROUND
Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS
The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE
The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED
Motion to adopt Resolution No. 2017 - _____, a resolution to authorize staff to execute and record the attached water main easement from 5695 W. Franklin Drive (C P Properties, LLP) Tax Key 899-0016-001.

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 5695 W. FRANKLIN DRIVE (C P PROPERTIES, LLP)
TAX KEY 899-0016-001

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants, and

WHEREAS, the C P Properties, LLP at 5695 W. Franklin Drive, Tax Key 899-0016-001 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the C P Properties, LLP desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 5695 W. Franklin Drive (C P Properties, LLP) Tax Key 899-0016-001.

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

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

WATER MAIN EASEMENT

5695 West Franklin Drive
Owner – C P Properties, LLP
Tax Key Number 899-0016-001

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

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" and depicted on Exhibit "A-1" which is attached hereto and incorporated herein (the Property); and

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SE ¼ and SW ¼ of the SW 1/4 of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks,

roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
COUNTY OF _____ SS

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the
same as the voluntary act and deed of said corporation

Notary Public

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
COUNTY OF MILWAUKEE SS

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

Notary Public

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, 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. _____ and its addition as an encumbrance against title to the Property.

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
S.S.
COUNTY OF MILWAUKEE)

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

Name: _____
Notary Public

State of _____

County of _____

My commission expires on:_____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water Utility

Date: _____

Approved as to form only

City Attorney

Date: _____

Exhibit A
(Description of the Property)

Tax key No. 899-0016-001
5695 West Franklin Drive

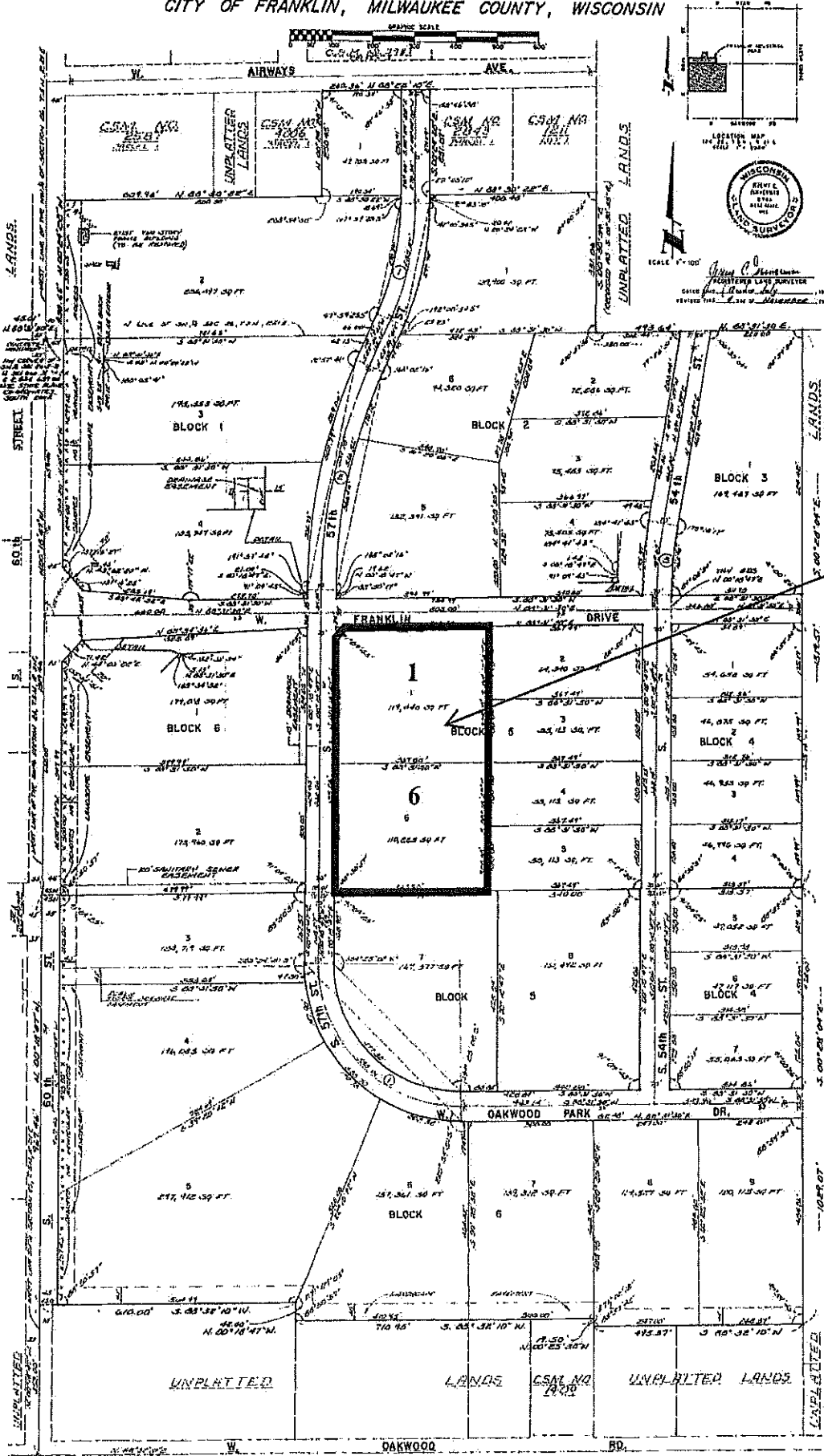
Lot 1 and Lot 6, in Block 5, in Franklin Industrial Park, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom that part conveyed to the City of Franklin by Warrant Deed recorded as Document No. 6906423.

See Exhibit A-1

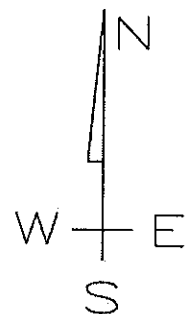
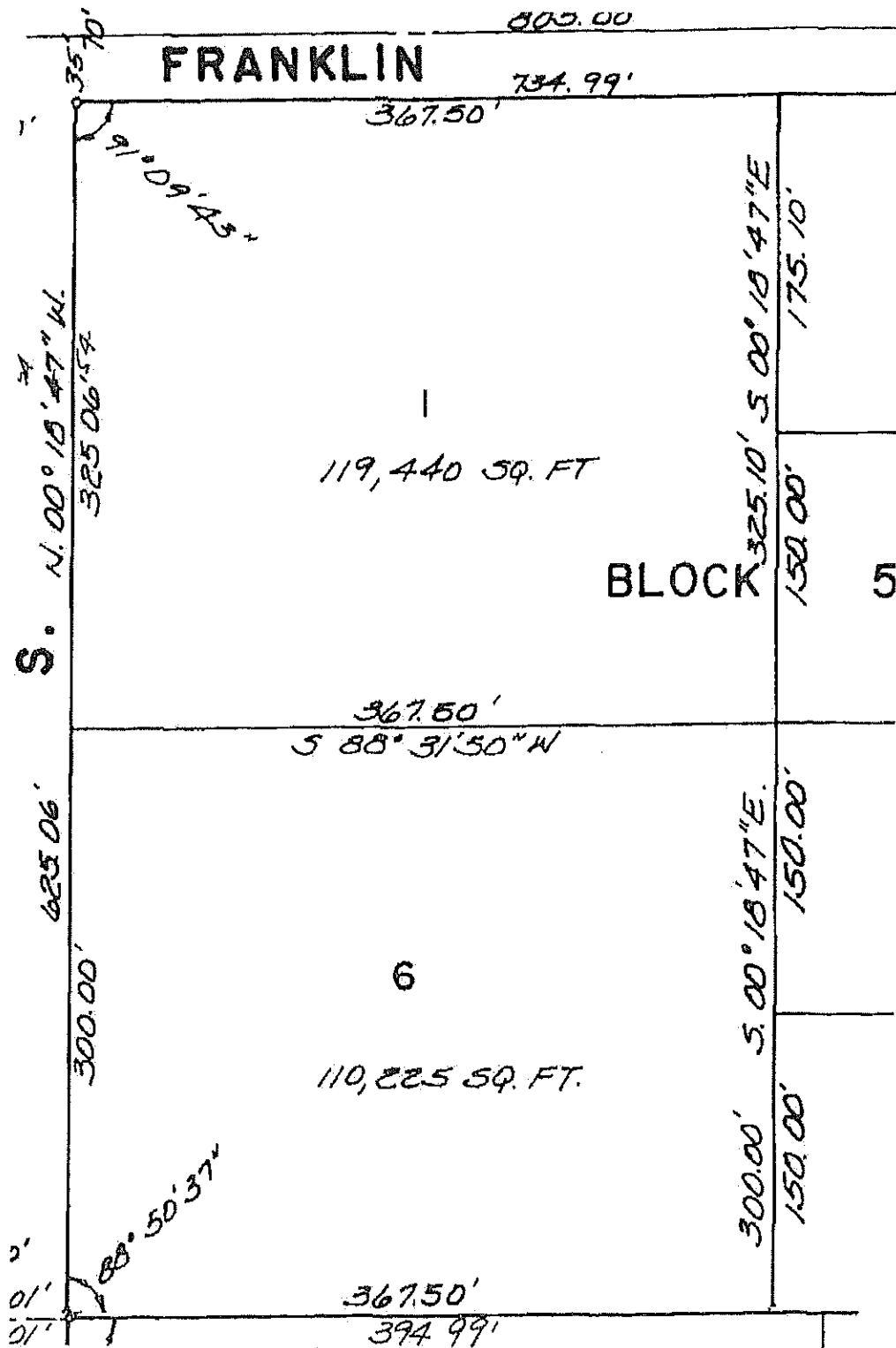
Exhibit A-1

FRANKLIN INDUSTRIAL PARK

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3226 AND
A SUBDIVISION OF LANDS IN PART OF THE SOUTHWEST 1/4 OF
THE NORTHWEST 1/4, THE NORTHWEST 1/4 AND PART OF
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 26, TOWNSHIP 3 NORTH, RANGE 21 EAST
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

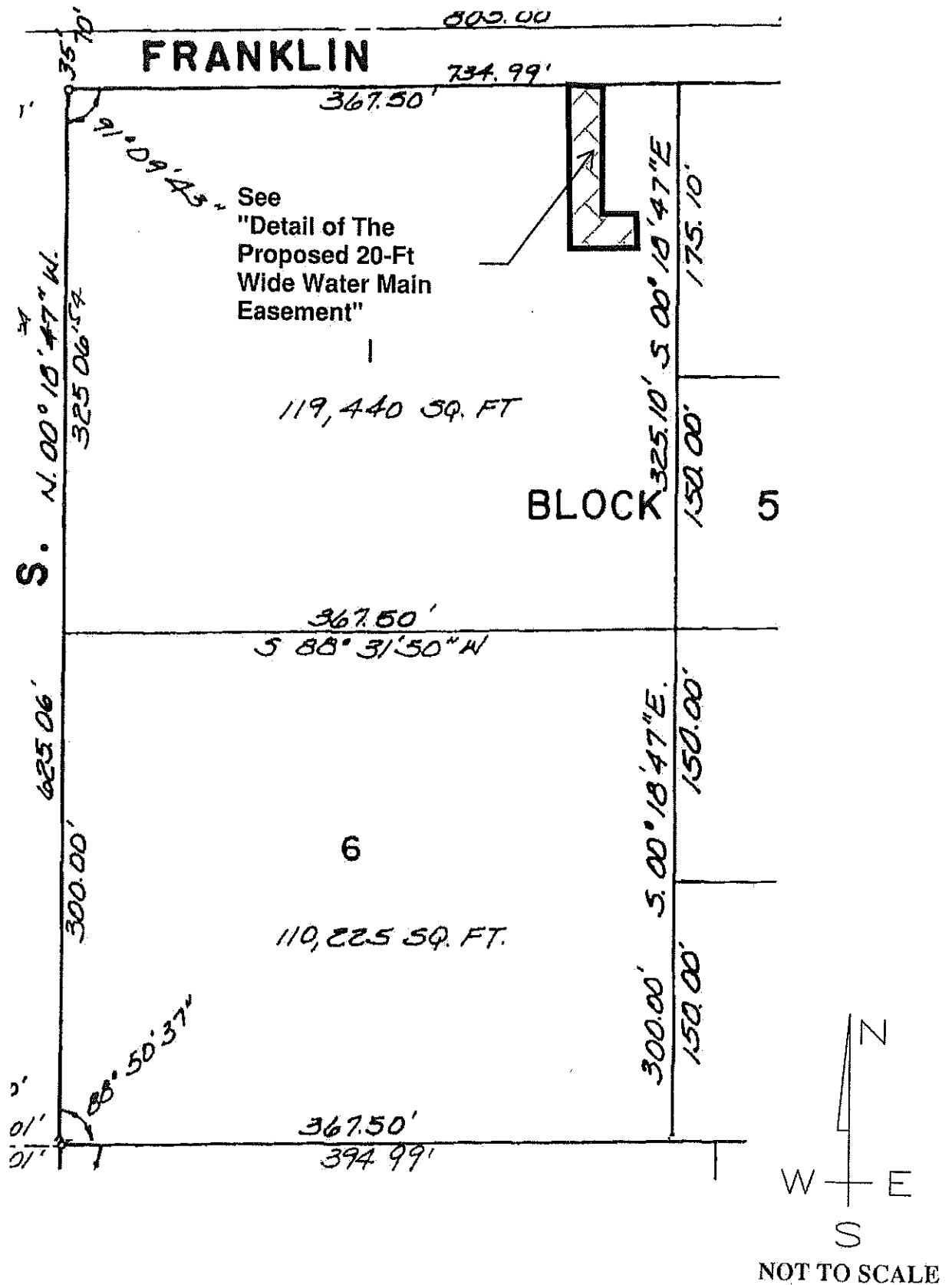


A1-DETAIL



NOT TO SCALE

Exhibit B
(Depiction of the Easement)
20-Ft Wide Water Main Easement



DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

367.50 N88°31'30"E

N88° 31' 30"E

44.92' S88°31'30"W

20.00

POB

N00° 18' 47" W

96.05

76.05

S00° 18' 47" E

N88° 31' 30"E

20.70

PROPOSED 20-FT
WATER MAIN EASEMENT
(0.05 AC)

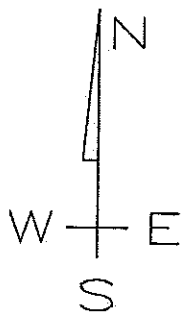
S88° 31' 30"W

40.70

S00° 18' 47"E

20.00

LOT 1 BLK 5
OF FRANKLIN INDUSTRIAL PARK



SCALE: 1" = 50'

LOT 6 BLK 5
OF FRANKLIN INDUSTRIAL PARK

625.10 S00°18'47"E

Exhibit C
(Description of the Easement)

Tax key No. 899-0016-001
5695 West Franklin Drive

Lot 1 and Lot 6, in Block 5, in Franklin Industrial Park, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom that part conveyed to the City of Franklin by Warrant Deed recorded as Document No. 6906423, bounded and described as follows;

Commencing at the Northeast corner of said Lot 1, Block 5 of Franklin Industrial Park; thence South 88°31'30" West 44.92 feet to the point of beginning; thence South 00°18'47" East 76.05 feet to a point; thence North 88°31'30" East 20.70' feet to a point; thence South 00°18'47" East 20.00 feet to a point, thence South 88°31'30" West 40.70 feet to a point; thence North 00°18'47" West 96.05 feet to a point; thence North 88°31'30" East 20.00 feet to a of beginning.

Containing ± 2,334.4 square feet or 0.05 acres.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/7/2017
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5251 W. FRANKLIN DRIVE (S & C ELECTRIC COMPANY) Tax Key 931-0013-002	ITEM NUMBER <i>G.11.</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2017 - _____, a resolution to authorize staff to execute and record the attached water main easement from 5251 W. Franklin Drive (S & C Electric Company) Tax Key 931-0013-002.

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 5251 W. FRANKLIN DRIVE
(S & C ELECTRIC COMPANY) TAX KEY 931-0013-002

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the S & C Electric Company at 5251 W. Franklin Drive, Tax Key 931-0013-002 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the S & C Electric Company desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 5251 W. Franklin Drive (S & C Electric Company) Tax Key 931-0013-002.

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

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

WATER MAIN EASEMENT

S & C Electric Company
5251 West Franklin Drive
Owner – S & C Electric Company
Tax Key Number 931-0013-002

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

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" and depicted on Exhibit "A-1" which is attached hereto and incorporated herein (the Property); and

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the NE ¼ and the SE ¼ of the SW ¼ of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "C" attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks,

roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
ss

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the
same as the voluntary act and deed of said corporation

Notary Public

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
ss
COUNTY OF MILWAUKEE

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

Notary Public _____
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, 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. _____ and its addition as an encumbrance against title to the Property.

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) S.S.

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

Name: _____
Notary Public

State of _____

County of _____

My commission expires on:_____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water
Utility

Date: _____

Approved as to form only

City Attorney

Date: _____

Exhibit A
(Description of the Property)

Tax key No. 931-0013-002
5251 West Franklin Drive

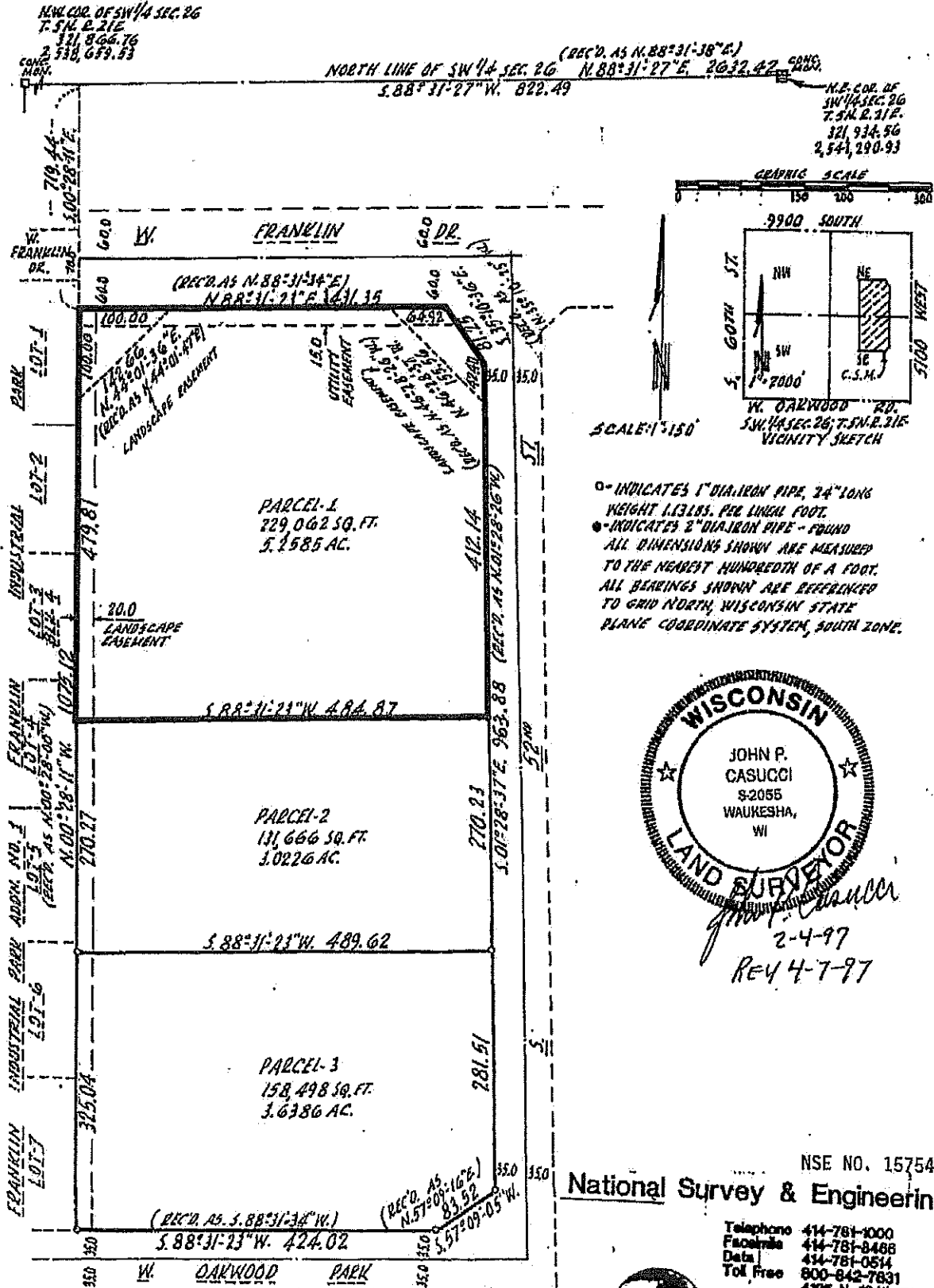
Parcel 1 of Certified Survey Map No. 6382, recorded on July 15, 1997, on Reel 4095, Image 1005 to 1010, as Document No. 7393423, being a redivision of Lots 1, 2, 3 and 4, Block 4, in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

See Exhibit A-1

Exhibit A-1

CERTIFIED SURVEY MAP NO. **6382**

A redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



NSE NO. 157540
National Survey & Engineering

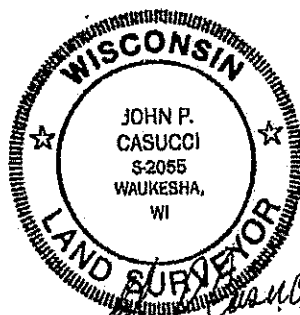
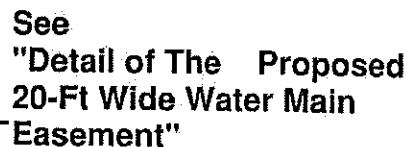
Telephone 414-781-1000
Facsimile 414-781-8468
Data 414-781-0514
Toll Free 800-842-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837

CERTIFIED SURVEY MAP NO. 6382

N.W. COR. OF SW 1/4 SEC. 26
T. 5 N. R. 21 E.
321, 866.76
2, 538, 659.53

(SEC'D. AS N. 88° 31' 38" E.)
NORTH LINE OF SW 1/4 SEC. 26 N. 88° 31' 27" E. 2032.42 CONC. MON.
S. 88° 31' 27" W. 822.49

N.E. COR. OF
SW 1/4 SEC. 26
T. 5N. R. 21E.
321,934.56
2,541,290.93



2-4-97
REY 4-7-97

NSE NO. 157540
National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8486
Data 414-781-0514
Toll Free 800-842-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837

DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

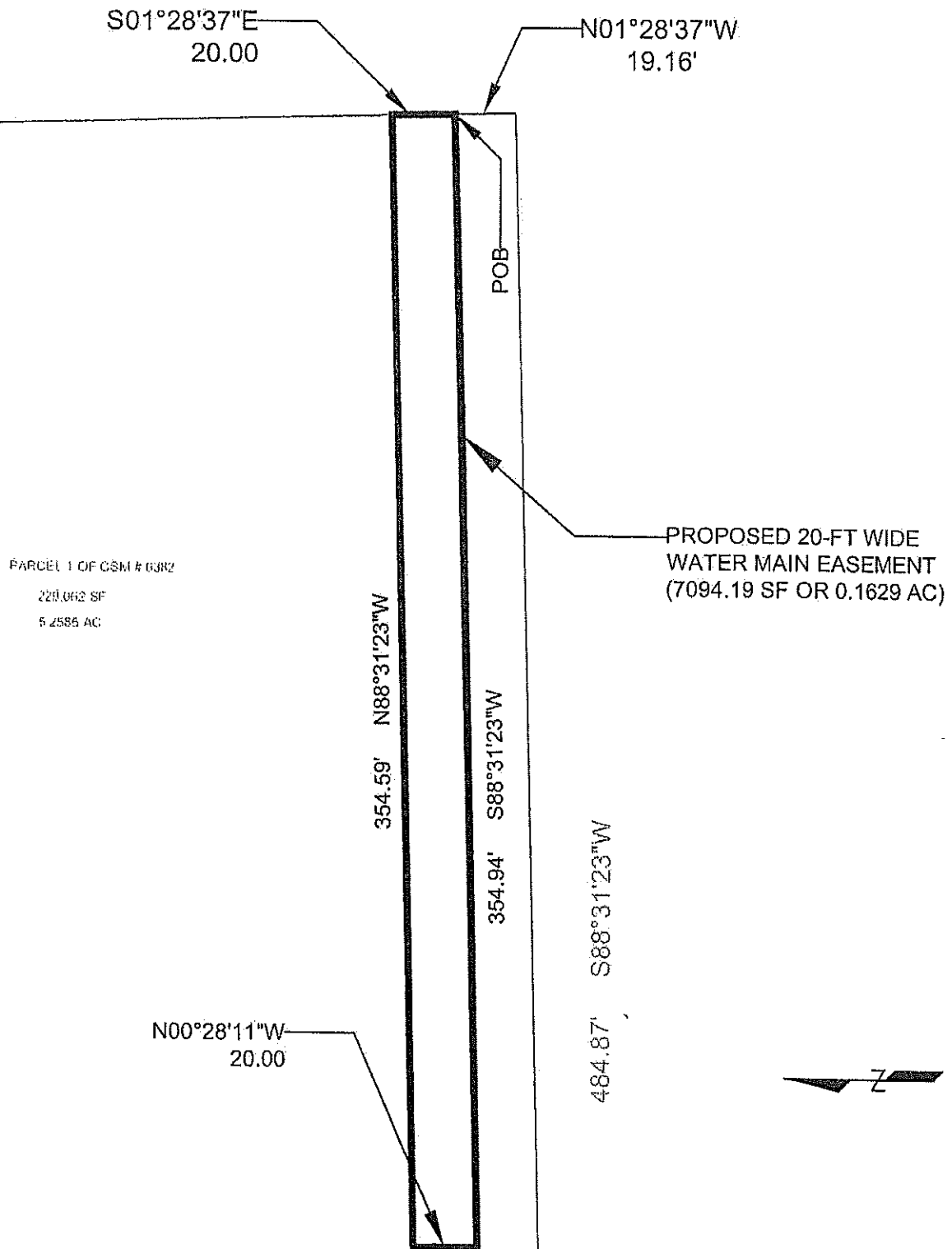


Exhibit C
(Description of the Easement Area)

Tax key No. 931-0013-002
5251 West Franklin Drive

Being a part of Parcel 1 of Certified Survey Map No. 6382, recorded July 15, 1997 on reel 4095, Image 1005, as Document No. 7393423, being a redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin bounded and described as follows:

Commencing at the Northeast corner of Parcel 2 of CSM No. 6382; thence N 01°28'37" W, 19.16 feet to the point of beginning; thence continuing S 88°31'23" W, 354.94 feet to a point; thence N 00°28'11" W, 20.00 feet to a point; thence N 88°31'23" E, 354.59 feet to a point; thence S 01°28'37" E, 20.00 feet to the point of beginning.

Containing 7095.38 square feet or 0.1629 acres.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/7/2017
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10125 S. 52 ND STREET (BRIDGESTONE CAPITAL, LLC) Tax Key 931-0013-003	ITEM NUMBER <i>612.</i>

BACKGROUND
Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS
The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE
The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED
Motion to adopt Resolution No. 2017 - _____, a resolution to authorize staff to execute and record the attached water main easement from 10125 S. 52nd Street (Bridgestone Capital, LLC)
Tax Key 931-0013-003

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 10125 S. 52ND STREET
(BRIDGESTONE CAPITAL, LLC) TAX KEY 931-0013-003

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants, and

WHEREAS, the Bridgestone Capital, LLC at 10125 S. 52nd Street, Tax Key 931-0013-003 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the Bridgestone Capital, LLC desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 10125 S. 52nd Street (Bridgestone Capital, LLC) Tax Key 931-0013-003.

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

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

Exhibit A
(Description of the Property)

Tax key No. 931-0013-003
10125 South 52nd Street

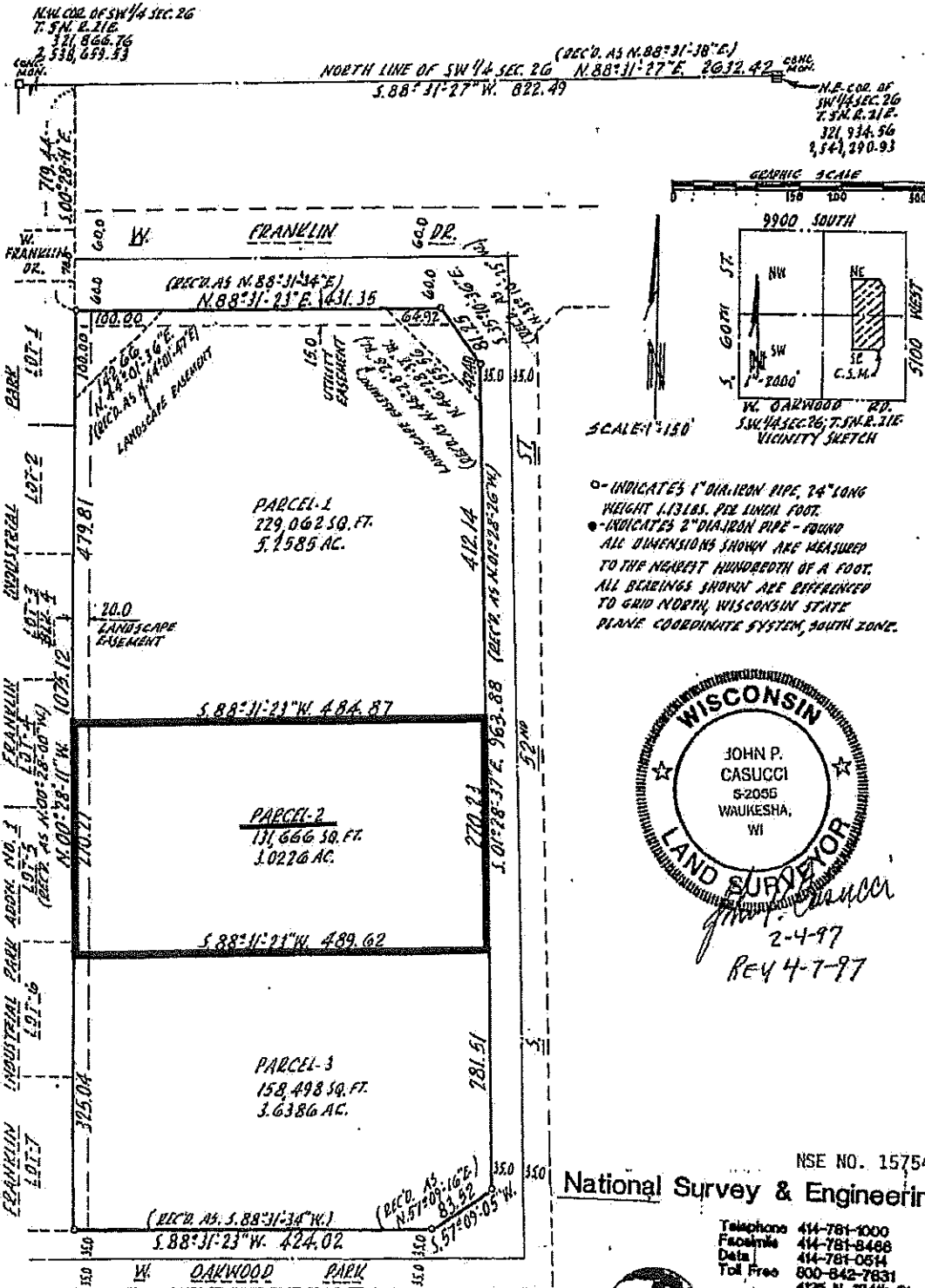
Parcel 2 of Certified Survey Map No. 6382, recorded July 15, 1997 on reel 4095, Image 1005, as Document No. 7393423, being a redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

See Exhibit A-1

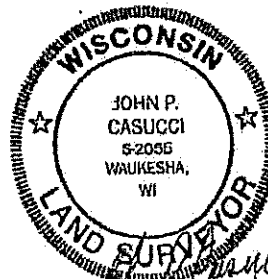
Exhibit A-1

CERTIFIED SURVEY MAP NO. 6382

A redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



○ INDICATES 1" DIA. IRON PIPE, 24" LONG
HEIGHT 1.13185, PER LINEAL FOOT.
● INDICATES 2" DIA. IRON PIPE - FOUND
ALL DIMENSIONS SHOWN ARE MEASURED
TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS SHOWN ARE REFERENCED
TO GRID NORTH, WISCONSIN STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE.



John P. Casucci
2-4-97
RE 44-7-97

NSE NO. 157540
National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8486
Data 414-781-0514
Toll Free 800-842-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837



CERTIFIED SURVEY MAP NO. 6382

N.W. COR. OF SW 1/4 SEC. 26
T. 5N. R. 21E.
321,866.76
321,934.56
321,990.93

NORTH LINE OF SW 1/4 SEC. 26 (REC'D. AS N. 88° 31' 27" E. 2632.42)
S. 88° 31' 27" W. 822.49

N.E. COR. OF SW 1/4 SEC. 26
T. 5N. R. 21E.
321,934.56
321,990.93

GRAPHIC SCALE
0 150 300
9900 SOUTH

SCALE: 1" = 150'

INDICATES 1" DIA. IRON PIPE 24" LONG
HEIGHT 1.1318. PER LINEAL FOOT.
INDICATES 2" DIA. IRON PIPE - FOUND
ALL DIMENSIONS SHOWN ARE MEASURED
TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS SHOWN ARE REFERENCED
TO GRID NORTH, WISCONSIN STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE.

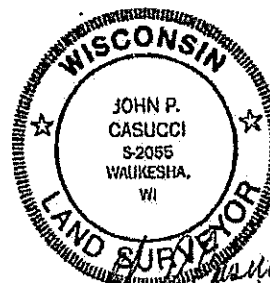
WISCONSIN
★ JOHN P. CASUCCI ★
S-2055
WALKESHA,
WI
LAND SURVEYOR
John P. Casucci
2-4-97
RE 4-7-97

See
"Detail of The
Proposed 20-Ft
Wide Water Main
Easement"

NSE NO. 15754
National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8488
Data 414-781-0514
Toll Free 800-842-7831

0- INDICATES 1" DIAM. IRON PIPE, 24" LONG
HEIGHT 1.12185. SEE LENGTH FOOT.
●- INDICATES 2" DIAM. IRON PIPE - FOUND
ALL DIMENSIONS SHOWN ARE MEASURED
TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS SHOWN ARE REFERENCED
TO GRID NORTH, WISCONSIN STATE
PLANE COORDINATE SYSTEM SOUTH ZONE.



2-4-97
REV 4-7-97

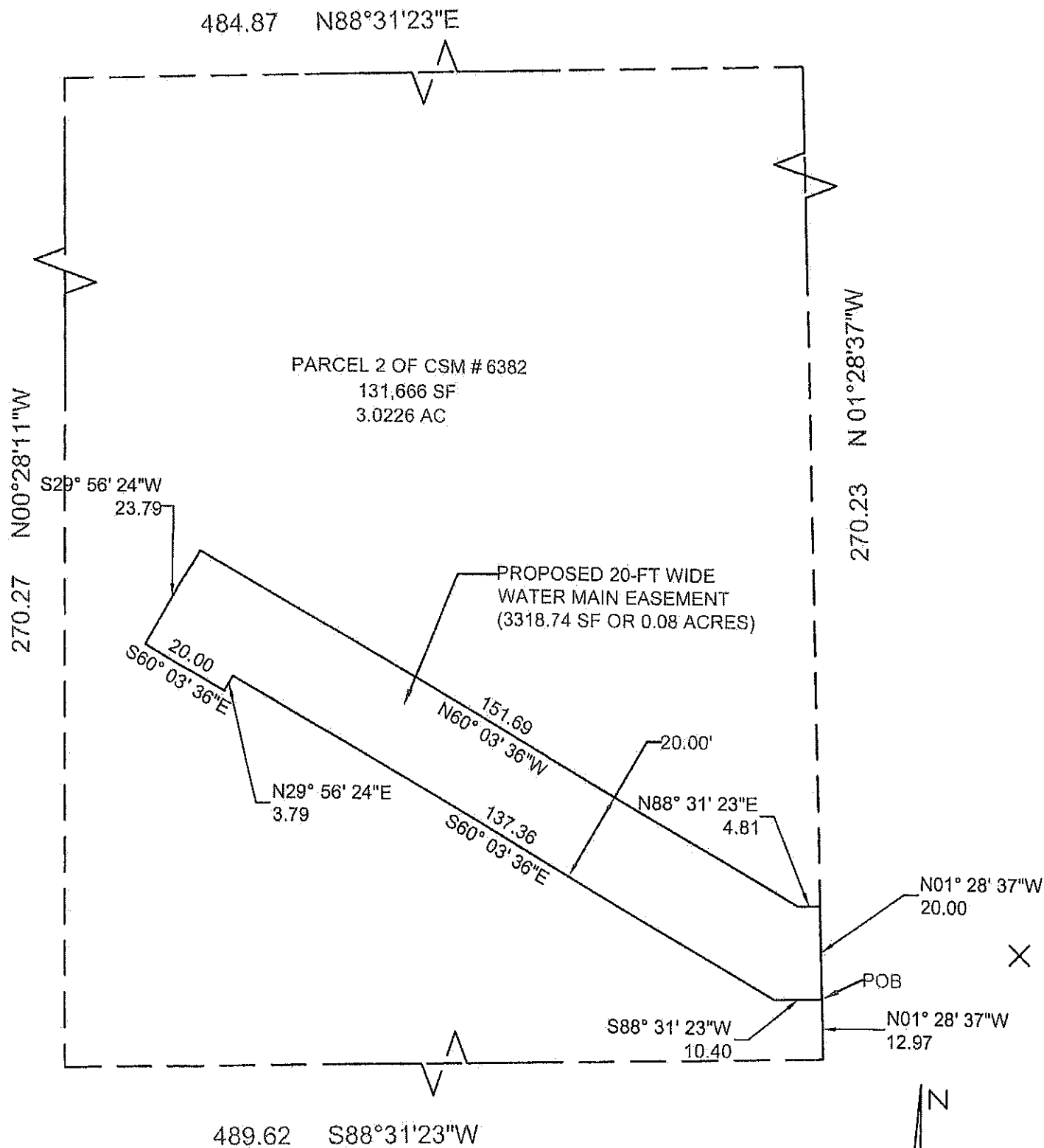
**See
"Detail of The
Proposed 20-Ft
Wide Water Main
Easement"**

NSE NO. 157540
National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8488
Data 414-781-0514
Toll Free 800-842-7831
4125 N. 124th Street
Brockfield, Wisconsin
53005-1837



DETAIL OF THE PROPOSED 20-FT WIDE WATER MAIN EASEMENT



SCALE: 1" = 30'

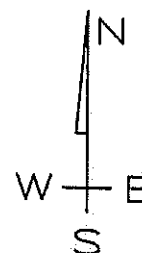


Exhibit C
(Description of the Easement Area)

Tax key No. 931-0013-003
10125 South 52nd Street

Being a part of Parcel 2 of Certified Survey Map No. 6382, recorded July 15, 1997 on reel 4095, Image 1005, as Document No. 7393423, being a redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin bounded and described as follows:

Commencing at the Southeast corner of Parcel 2 of CSM No. 6382; thence N 01°28'37" W, 12.97 feet to the point of beginning; thence continuing N 01°28'37" W, 20.00 feet to a point; thence N 88°31'23" E, 4.81 feet to a point; thence N 60°03'36" W, 151.69 feet to a point, thence S 29°56'24" W, 23.79 feet to a point; thence S 60°03'36" W, 20.00 feet to a point; thence N 29°56'24" E, 3.79 feet to a point; thence S 60°03'36" W, 137.36 feet to a point; thence S 88°31'23" W, 10.40 feet to the point of beginning.

Containing 3318.74 square feet or 0.08 acres.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/7/2017
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10155 S. 57TH STREET (FRANKLIN PROPERTIES, LLC) Tax Key 931-0008-001	ITEM NUMBER <i>G.13.</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2017 - _____, a resolution to authorize staff to execute and record the attached water main easement from 10155 S. 57th Street (Franklin Properties, LLC)
Tax Key 931-0008-001

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 10155 S. 57TH STREET
(FRANKLIN PROPERTIES, LLC) TAX KEY 931-0008-001

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the Franklin Properties, LLC at 10155 S. 57th Street, Tax Key 931-0008-001 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the Franklin Properties, LLC desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 10155 S. 57th Street (Franklin Properties, LLC) Tax Key 931-0008-001.

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

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

WATER MAIN EASEMENT

Elgin Molded Plastics
10155 S. 57th Street
Owner – Kriske & Lindner – Franklin Properties, LLC
Tax Key Number 931-0008-001

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

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" and depicted on Exhibit "A-1" which is attached hereto and incorporated herein (the Property); and

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SE ¼ and SW ¼ of the SW 1/4 of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the

course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the
same as the voluntary act and deed of said corporation

Notary Public

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

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

Notary Public

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, 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. _____ and its addition as an encumbrance against title to the Property.

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
 s.s.
COUNTY OF MILWAUKEE)

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

Name: _____

Notary Public

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water
Utility

Date: _____

Approved as to form only

City Attorney

Date: _____

G-5

Exhibit A
(Description of the Property)

Tax key No. 931-0008-001
10155 South 57TH Street

Parcel 1 of Certified Survey Map No. 6200, recorded on March 11, 1996 in Reel 3752, Images 2296 to 2298, inclusive as Document No. 7191331, being a redivision of Lot 4 and 5, in Block 6, in Franklin Industrial Park Addition No. 1, being a Subdivision of lands in part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin

Situated on South 57th Street

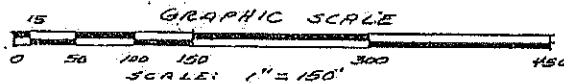
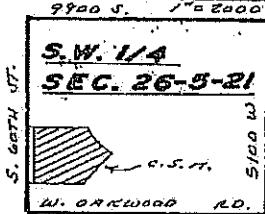
See Exhibit A-1

Exhibit A-1

CERTIFIED SURVEY MAP NO. 6200

BEING A REDIVISION OF LOT 4 & LOT 5, IN BLOCK 6, FRANKLIN INDUSTRIAL PARK ADDITION NO. 1, BEING A SUBDIVISION OF LANDS IN PART OF THE S.E. 1/4 & S.W. 1/4 OF THE S.W. 1/4 OF SECTION 26, T.5N, R.21E., IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LOCATION MAP



O-DENOTES 1"X24" IRON PIPE, 1.13 LBS./LIN. FT. SET OR FOUND.
S-DENOTES 2" IRON PIPE RD.

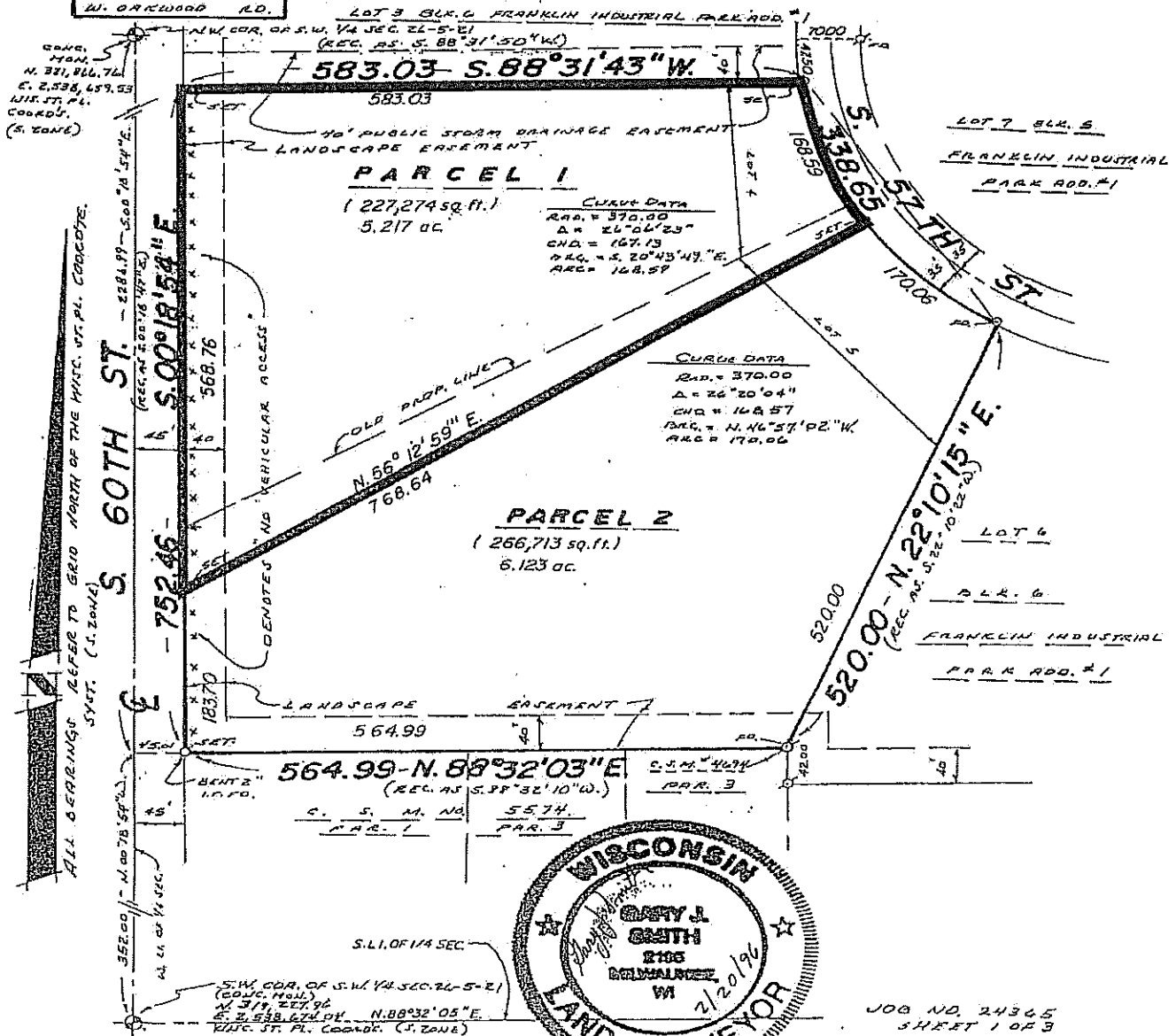


INTERLINE SURVEY SERVICES, INC.

11221 W. FOREST HOME AVE.
HALES CORNERS, WISCONSIN 53130
PHONE 425-2060

MAIN CURVE DATA

RAD. = 370.00
Δ = 52°26'27"
ARC. = 143.35
END. = 326.95
ARC. = 338.65



JOB NO. 24365
SHEET 1 OF 3

DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

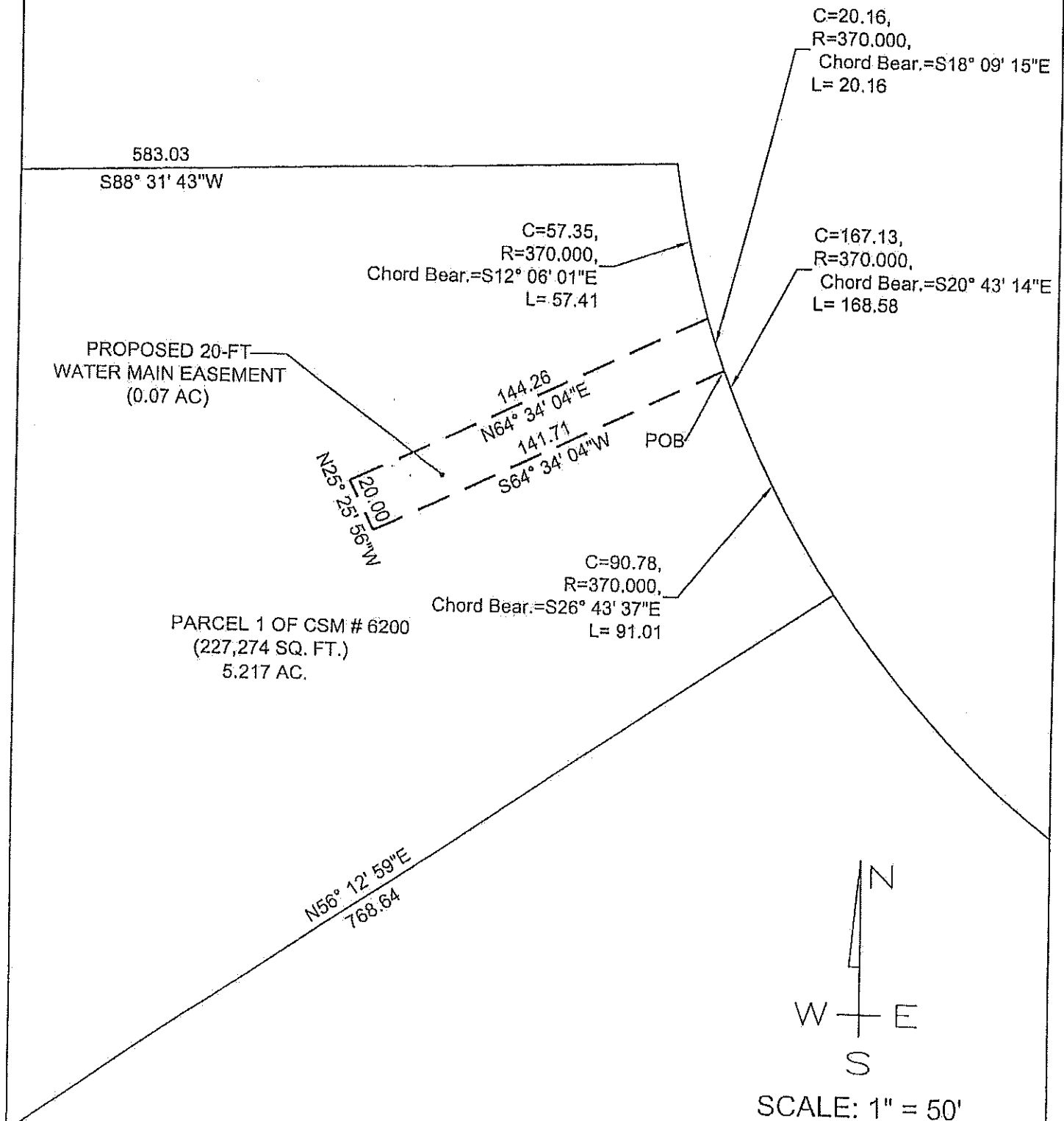


Exhibit C
(Description of the Easement Area)
Proposed 20-ft Wide Water Main Easement

Tax key No. 931-0008-001
10155 South 57TH Street

Being a redivision of lot 4 and lot 5 in block 6 of Franklin Industrial Park Addition No. 1, being a subdivision of lands in part of the SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the southeast corner of Parcel 1 of Certified Survey Map No. 6200, recorded on March 11, 1996 in Reel 3752, Images 2296 to 2298, inclusive as Document No. 7191331, being a redivision of Lot 4 and 5, in Block 6, in Franklin Industrial Park Addition No. 1;

thence northwesterly 91.01 feet, along the arc of a curve, whose center lies to the northeast, whose radius is 370.00 feet and whose chord bears N 26° 43' 37" W, 90.78 feet, to the point of beginning; thence S 64° 34' 04" W, 141.71 feet to a point; thence N 25° 25' 56" W, 20.00 feet to a point, thence N 64° 34' 04" E, 144.26 feet to a point; thence southeasterly 20.16 feet, along the arc of a curve, whose center lies to the northeast, whose radius is 370.00 feet and whose chord bears S 18° 09' 58" E, 20.16 feet to the point of beginning.

Containing 2859.7 square feet or 0.07 acres.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/7/2017
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10179 S. 57TH STREET (GHN FRANKLIN, LLC) Tax Key 931-0008-002	ITEM NUMBER <i>G. 14.</i>
<p><u>BACKGROUND</u></p> <p>Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.</p> <p>The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.</p> <p>ANALYSIS</p> <p>The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.</p> <p>FISCAL NOTE</p> <p>The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Motion to adopt Resolution No. 2017 - _____, a resolution to authorize staff to execute and record the attached water main easement from 10179 S. 57th Street (GHN Franklin, LLC) Tax Key 931-0008-002</p>		

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 10179 S. 57TH STREET
(GHN FRANKLIN, LLC) TAX KEY 931-0008-002

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the GHN Franklin, LLC at 10179 S. 57th Street, Tax Key 931-0008-002 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the GHN Franklin, LLC desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 10179 S. 57th Street (GHN Franklin, LLC) Tax Key 931-0008-002.

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

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

WATER MAIN EASEMENT

GHN Franklin, LLC
10179 S. 57th Street
Owner – GHN Franklin, LLC
Tax Key Number 931-0008-002

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

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" and depicted on Exhibit "A-1" which is attached hereto and incorporated herein (the Property); and

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SE ¼ and SW ¼ of the SW 1/4 of Section 26, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the

course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications" dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

Company Name

By: _____
Name and Title

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the
same as the voluntary act and deed of said corporation

Notary Public

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

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

Notary Public _____
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, 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. _____ and its addition as an encumbrance against title to the Property.

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
 s.s.
COUNTY OF MILWAUKEE)

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

Name: _____
Notary Public

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water
Utility

Date: _____

Approved as to form only

City Attorney

Date: _____

G-5

Exhibit A
(Description of the Property)

Tax key No. 931-0008-002
10179 South 57TH Street

Parcel 2 of Certified Survey Map No. 6200, being a redivision of Lot 4 and Lot 5, in Block 6, of Franklin Industrial Park Addition No. 1, being a subdivision of lands in part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

See Exhibit A-1.

Exhibit A-1

CERTIFIED SURVEY MAP NO. 6200

BEING A REDIVISION OF LOT 4 & LOT 5, IN BLOCK 6,
FRANKLIN INDUSTRIAL PARK ADDITION NO. 1, BEING A
SUBDIVISION OF LANDS IN PART OF THE S.E. 1/4 & S.W. 1/4
OF THE S.W. 1/4 OF SECTION 26, T.5N., R.21E., IN THE
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

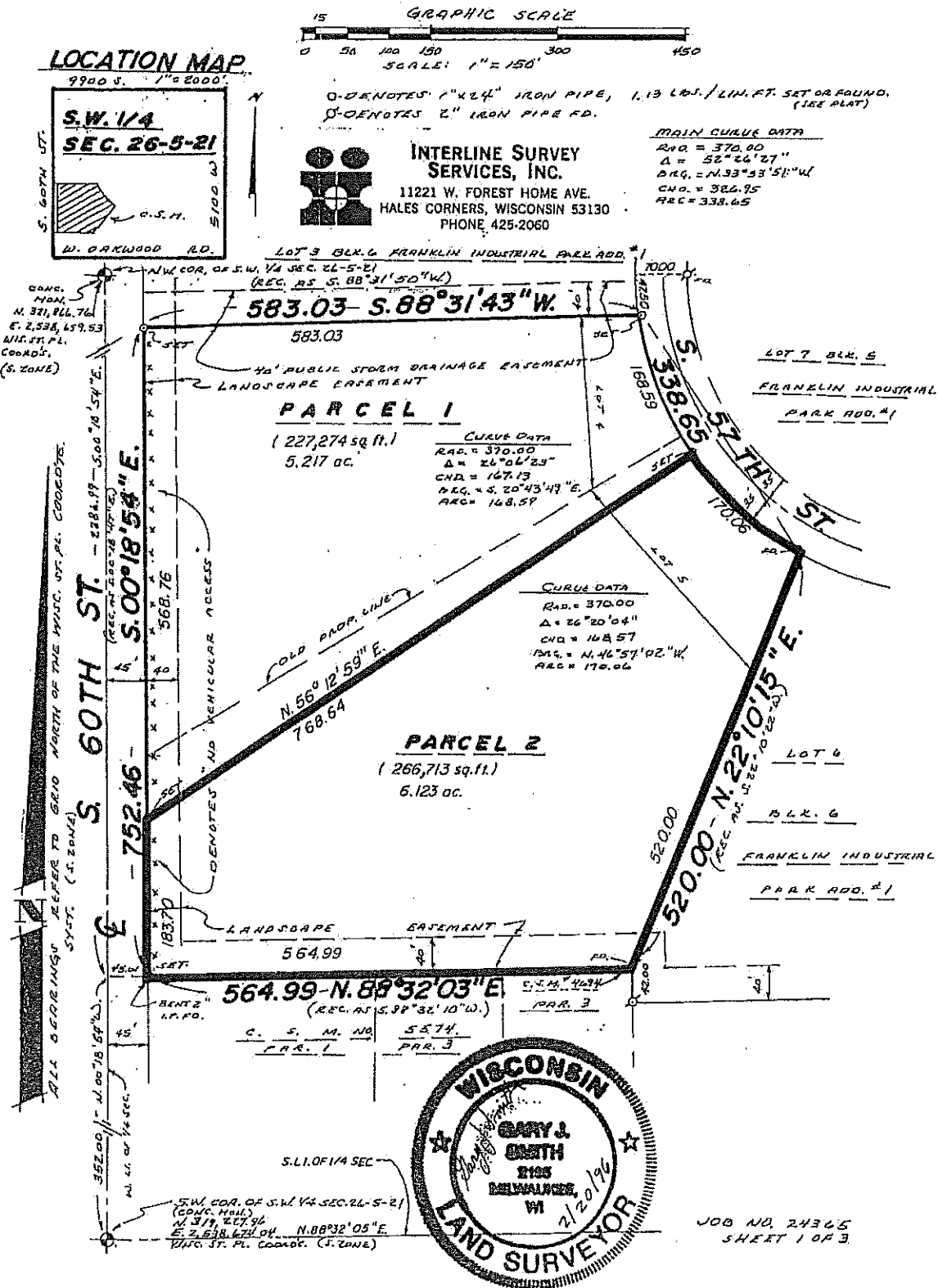
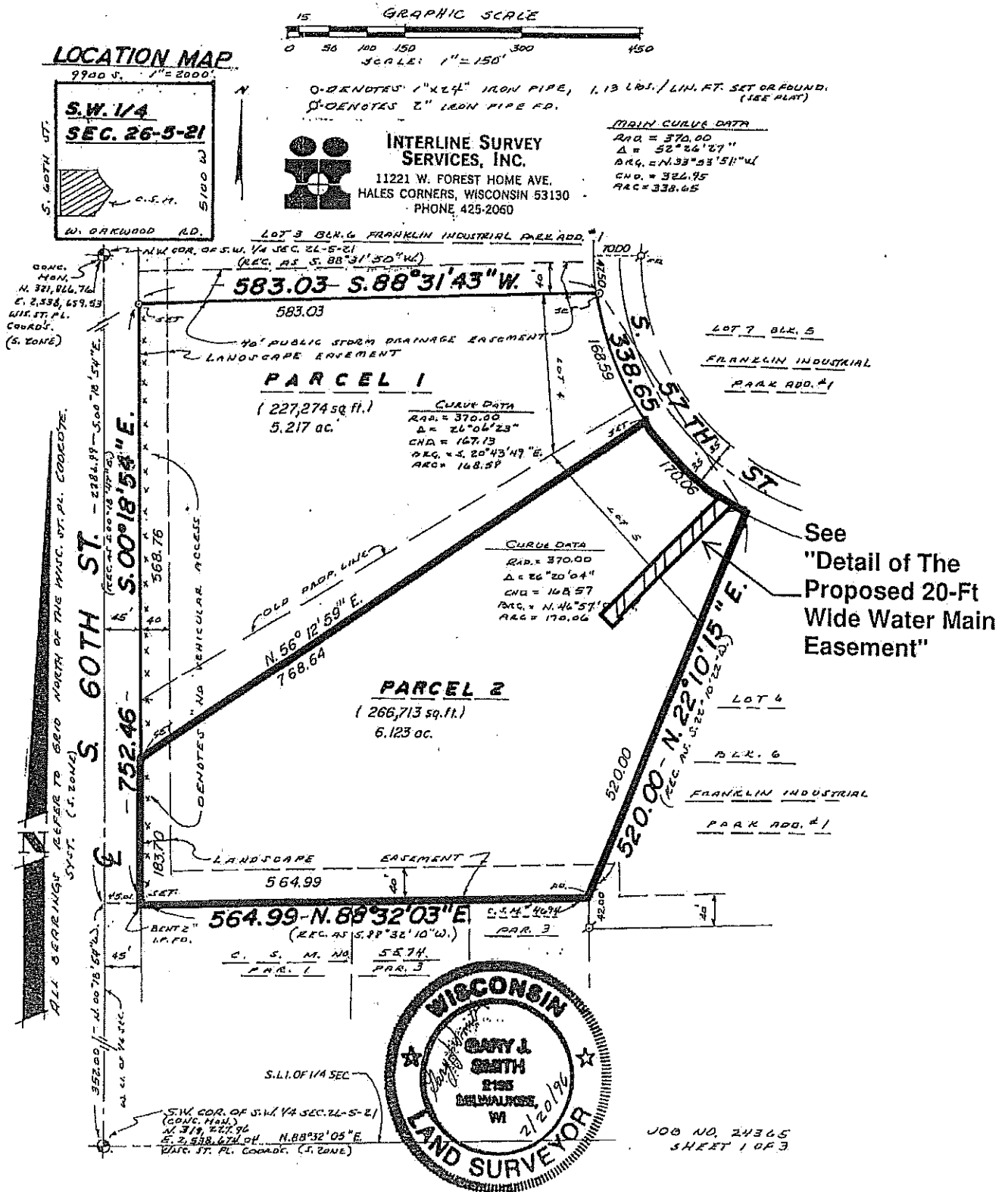


Exhibit B
(Depiction of the Easement)
20-Ft Wide Water Main Easement

CERTIFIED SURVEY MAP NO. 6200

BEING A REDIVISION OF LOT 4 & LOT 5, IN BLOCK 6,
FRANKLIN INDUSTRIAL PARK ADDITION NO. 1, BEING A
SUBDIVISION OF LANDS IN PART OF THE S.E. 1/4 & S.W. 1/4
OF THE S.W. 1/4 OF SECTION 26, T.5N, R.21E, IN THE
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

PARCEL 1 OF CSM # 6200
(227,274 SQ. FT.)
5.217 AC.

C=168.57,
R=370.000,
Chord Bear.=N46° 57' 02"W
L= 170.06

C=20.40,
R=370.000,
Chord Bear.=S56° 27' 44"E
L= 20.40

PROPOSED 20-FT WIDE
WATER MAIN EASEMENT
(3318.74 SF OR 0.08 ACRES)

227.22 N44°52'37"E

214.42 S44°52'37"W

POB

C=13.41,
R=370.000,
Chord Bear.=N59° 04' 48"W
L= 13.41

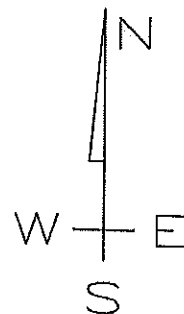
22.65 N45°07'23"W

2.65 S45°07'23"E

16.81 S44°52'37"W

PARCEL 2 (LOT 5) of CSM 6200
(266,713 SF)
6.123 AC

N22° 10' 15"E
520.00



SCALE: 1" = 50'

Exhibit C
(Description of the Easement Area)
Proposed 20-ft Wide Water Main Easement

Tax key No. 931-0008-002
10179 South 57TH Street

Being a redivision of lot 4 and lot 5 in block 6 of Franklin Industrial Park Addition No. 1, being a subdivision of lands in part of the SE ¼ and SW ¼ of the SW ¼ of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the southeast corner of Parcel 2 of Certified Survey Map No. 6200, recorded on March 11, 1996 in Reel 3752, Images 2296 to 2298, inclusive as Document No. 7191331, being a redivision of Lot 4 and 5, in Block 6, in Franklin Industrial Park Addition No. 1;

thence northwesterly 13.41 feet, along the arc of a curve, center lying to the northeast, with a radius of 370.00 feet and a chord which bears N59°04'48"W, a chord distance of 13.41 feet to the point of beginning; thence S44°52'37"W, 214.42 feet to a point; thence S45°07'23"E, 2.65 feet to a point; thence S44°52'37"W, 16.81 feet to a point; thence N45°07'23"W, 22.65 feet to a point; thence N44°52'37"E, 227.22 feet to a point; thence southeasterly 20.40 feet, along the arc of a curve, center lying to the northeast, with a radius of 370.00 feet and a chord which bears S56°27'44"E, a chord distance of 20.39 feet to the point of beginning

Containing 4627.10 square feet or 0.1062 acres.