

43.



City of West Allis Matter Summary


7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2010-0245	Resolution	Introduced
	Resolution Granting an Ingress/Egress Easement between the City of West Allis, WAWI Development, LLC and the School District of West Allis-West Milwaukee.	
	Introduced: 11/3/2010	Controlling Body: Safety & Development Committee
	Sponsor(s): Safety & Development Committee	

COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>11/4/10</u>			Barczak				
			Czaplewski				
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Roadt				
			Sengstock				
	✓		Vitale	✓			
			Weigel				
			TOTAL	<u>5</u>	<u>0</u>		<u>1</u>

SIGNATURE OF COMMITTEE MEMBER

 _____
Chair

_____ Vice-Chair

_____ Member

COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>NOV 03 2010</u>			Barczak				✓
			Czaplewski	✓			
	✓		Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
		✓	Vitale	✓			
			Weigel	✓			
			TOTAL	<u>9</u>	<u>1</u>		<u>1</u>



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2010-0245

Final Action:

Sponsor(s): Safety & Development Committee

NOV 03 2010

Resolution Granting an Ingress/Egress Easement between the City of West Allis, WAWI Development, LLC and the School District of West Allis-West Milwaukee.

WHEREAS, the City of West Allis ("City") has plans to acquire the property located at 9** S. 70th St. (440-0259-008)("Property") and upon ownership will grant easements to WAWI Development LLC, and the School District of West Allis-West Milwaukee, ("Grantees"); and,

WHEREAS, under this resolution, the City will grant and convey to the Grantees a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress on the Property; and,

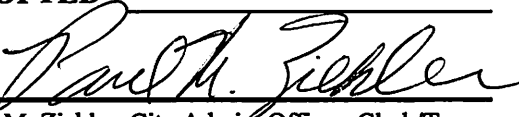
WHEREAS, the Grantees will assume responsibility for maintenance, repair, and replacement of the easement area and pay annually for costs associated with easement as outlined in the Easement Agreement and Easement Maintenance Agreement that hereby attached.

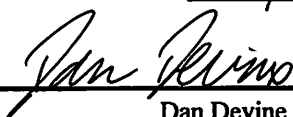
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. That the Ingress/Egress Easement between the City of West Allis , WAWI Development, LLC and the School District of West Allis-West Milwaukee in the form attached hereto and incorporated herein by reference, be and the same is hereby approved.
2. That the Mayor and the City Administrative Officer, Clerk/Treasurer be and are hereby authorized and directed to execute and deliver the attached Easement Agreements on behalf of the City of West Allis.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the easement, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

DEV-R-613-11-3-10

Cc: Department of Development

ADOPTED NOV 03 2010

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 11/9/10

Dan Devine, Mayor

Easement
Copies to be signed
by City, WAWI + School
District

Maintenance Agreement
to be signed by City +
WAWI

1 Set of Copies for each
entity ✓

Sent to Dev

11-10-10 for

Signatures. Follow up

RETURN TO:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated _____, 2010, is between the City of West Allis, a Wisconsin Municipal Corporation ("Grantor"), WAWI Development, LLC ("WAWI"), a Wisconsin limited liability company, and The School District of West Allis-West Milwaukee, et al. ("District") (collectively, WAWI and District are referred to as "Grantee").

WHEREAS, Grantor is the owner of the following described parcel of real estate:

Parcel 1 of Certified Survey Map No. 6525, recorded on June 3, 1998, Reel 4321, Images 2318 to 2322 inclusive, as Document No. 7542540, being a redivision of Lots 1, 2, 3, 40, 41, 42 and the North 6.98 feet of Lots 4 and 39, Block 3, Otjen Pullen & Shenners Subdivision, together with adjoining vacated public alley and vacated west Walker Street, all being in the Northwest ¼ and the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Parcel No. 440-0259-008

hereinafter referred to as Parcel "A"; and

WHEREAS, Grantee is the owner of the following described parcel of real estate:

Lots 5, 6, 7, 8, 9, 34, 35, 36, 37, 38; part of Lots 4, 10, 33 and 39 of Block 3, together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Shenners Subdivision of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East,

in the City of West Allis, County of Milwaukee, State of Wisconsin, all of which lies in the following described land:

Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89° 41' 00" West 253.94 feet to a point in the West line of said Block 3; thence North 00° 00' 50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89° 41' 00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

Said land is also described as follows:

That part of Block 3, together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Shenners Subdivision of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89° 41' 00" West 253.94 feet to a point in the West line of said Block 3; thence North 00° 00' 50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89° 41' 00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

Together with a non-exclusive 18.00 feet wide easement for ingress and egress purposes as set forth in Easement recorded as Document No. 5912610, across Lots 1, 2 and 3 and a part of Lot 4, in Block 3, in Otjen, Pullen & Shenners' Subdivision, of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Block 3; said point being at the intersection of the South line of West Walker Street with the West line of South 70th Street; thence South 89° 41' 00" West along the South line of West Walker Street 180.00 feet to the point of beginning of said easement; thence continuing South 89° 41' 00" West along the South line of West Walker Street 18.00 feet to a point, said point being 56.00 feet North 89° 41' 00" East of the Northwest corner of said Lot 1; thence South 00° 00' 50" East 90.00 feet to a point; thence North 89° 41' 00" East 18.00 feet to a point; thence North 00° 00' 50" West 90.00 feet to a point of beginning.

hereinafter referred to as Parcel "B"; and

WHEREAS, the District has an equitable interest in and to Parcel B by virtue of a Contract to purchase Parcel B entered into with WAWI dated May 26, 2010; and

WHEREAS, Grantor wishes to grant and Grantee wishes to receive a perpetual non-exclusive easement for ingress and egress over and across the easement area described as follows and as depicted in Exhibit "A":

Part of Parcel 1 of Certified Survey No. 6525 in the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County,

Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Parcel 1, said point lying on the West line of South 70th Street; thence South 00°46'27" East along said West line 4.37 feet to the point of beginning; thence continuing South 00°46'27" East 24.00 feet to a point; thence South 88°54'09" West 167.15 feet to a point; thence South 43°54'09" West 14.14 feet to a point; thence South 01°05'51" East 15.63 feet to a point on the South line of vacated Walker Street; thence South 88°54'09" West 24.00 feet to a point; thence North 01°05'51" West 49.63 feet to a point; thence North 88°54'09" East 201.28 feet to the point of beginning. Containing, 5,494 square feet.

Hereinafter referred to as the "Easement Area."

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Ingress and Egress Easement

Grantor grants and conveys to Grantee a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel "B" over and across the Easement Area, and for no other purpose. Ingress and egress shall be provided by a roadway in the Easement Area.

2. Maintenance of Easement Area

Grantor shall maintain the Easement Area in good condition and repair. The maintenance and repair obligations of the Grantor include, without limitation, the following:

- a. Maintaining the surfaces of the paved areas in a level, smooth and evenly covered condition with the type of surfacing material originally installed or a type with similar quality and durability; and
- b. Removing all papers, debris, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep them in a neat, clean and orderly condition; and
- c. Clearing all snow and ice, and spreading salt, sand, or other permitted abrasives, promptly not later than twenty-four (24) hours after the end of snow and ice events; and .
- d. Placing, keeping in repair and replacing any appropriate directional signs, striping, markers and lines.

The cost of the maintenance and repair of the Easement Area shall be paid by Grantor. Grantee shall pay to Grantor the sum of Six hundred seventy five Dollars (\$675.00) annually, on January 1 of each year, commencing

January 1, 2012, which shall be increased annually based upon the percentage increase of the Consumer Price Index as measured since the previous January 1st using the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers, U.S. City Average, All Items, 1982-84=100, and which shall be paid within fifteen (15) days after receipt of Grantor's invoice to reimburse Grantor for wear and tear due to Grantee's use of the Easement Area.

3. Reconstruction of Easement Area

Grantor shall reconstruct the Easement Area, in whole or in part, as Grantor determines necessary or advisable to maintain the Easement Area in good condition and repair.

Grantee will contribute Twenty percent (20%) of the cost of any materials and labor used for any such reconstruction, in whole or in part, of the Easement Area. Grantee shall pay the contribution within fifteen (15) days after receipt of Grantor's invoice and supporting documentation regarding the cost of materials and labor

4. Rules and Regulations

Grantee and Grantee's tenants shall use reasonable efforts to inform delivery trucks not to use the Easement Area for access to Parcel "B".

5. Default

If Grantor falls to perform any of its obligations contained in Sections 2 and 3 of this Easement Agreement and fails to cure its default within sixty (60) days after written notice, the Grantee may elect to cure the default on behalf of the Grantor. The Grantor shall reimburse the Grantee on demand for any amount spent by the Grantee to cure the default together with interest at the rate of 12% per annum from the date of expenditure until the date of payment in full. If the reimbursement is not paid in full within thirty (30) days after demand the Grantee shall have the right to pursue all remedies available at law and in equity and shall be entitled to reimbursement for its reasonable attorney's fees and costs.

6. Running of Benefits

All of the provisions in this Agreement shall run in perpetuity with the land and be binding upon and inure to the benefit of the successors, tenants and employees of the parties.

7. Extensions and Renewals. It is hereby agreed that the easements and provisions set forth in this Agreement are to be extended beyond the applicable time period

set forth in Section 893.33 of the Wisconsin Statutes. Any party hereto, any successor or assign of any party hereto, and any subsequent owner of Parcel A or owner of Parcel B may, from time to time, file of record the proper instrument for the purpose of extending the easements and conditions stated herein beyond the statutory period so that such easements and conditions are not terminated.

[Signatures begin on the next page.]

CITY OF WEST ALLIS

By: Dan Devine
Dan Devine, Mayor

Attest:

By: Paul M. Ziehler
City/Clerk Treasurer

STATE OF WISCONSIN)
MILWAUKEE COUNTY)ss

Personally came before me this day of November 10, 2010, the above named Dan Devine and Paul M. Ziehler, to me known to be the Mayor and City Clerk/Treasurer of the City of West Allis, a Wisconsin Municipal Corporation, and the persons who executed this instrument on behalf of the City and acknowledged the same.

Ann Marie Neff
Ann Marie Neff
Notary Public, State of Wisconsin
My Commission: Dec 25, 2011

WAWI DEVELOPMENT, LLC

By: _____
Kyle H. Harmon, Member

STATE OF WISCONSIN)
_____ COUNTY)ss

Personally came before me this day of _____, 2010, the above named Kyle H. Harmon, to me known to be a Member of WAWI Development, LLC, and the person who executed this instrument on behalf of the Bank and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

THE SCHOOL DISTRICT OF WEST
ALLIS-WEST MILWAUKEE, ET AL.,

By: _____

Its: _____

STATE OF WISCONSIN)
_____ COUNTY)ss

Personally came before me this day of _____, 2010, the above named _____, to me known to be _____, and the person who executed this instrument on behalf of the School District and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

This instrument was drafted by:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392
(262) 783-2700

RETURN TO:
Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:

EASEMENT MAINTENANCE AGREEMENT

This Easement Maintenance Agreement ("Agreement") dated _____, 2010, is between the City of West Allis, a Wisconsin Municipal Corporation ("City") and WAWI Development, LLC, a Wisconsin limited liability company ("WAWI").

WHEREAS, City is the owner of the following described parcel of real estate:

Parcel 1 of Certified Survey Map No. 6525, recorded on June 3, 1998, Reel 4321, Images 2318 to 2322 inclusive, as Document No. 7542540, being a redivision of Lots 1, 2, 3, 40, 41, 42 and the North 6.98 feet of Lots 4 and 39, Block 3, Otjen Pullen & Shenners Subdivision, together with adjoining vacated public alley and vacated west Walker Street, all being in the Northwest ¼ and the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Parcel No. 440-0259-008

hereinafter referred to as Parcel "A"; and

WHEREAS, WAWI is the owner of the following described parcel of real estate:

Lots 5, 6, 7, 8, 9, 34, 35, 36, 37, 38; part of Lots 4, 10, 33 and 39 of Block 3, together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Shenners Subdivision of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, all of which lies in the following described land:

Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89° 41' 00" West 253.94 feet to a point in the West line of said Block 3; thence North 00° 00' 50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89° 41' 00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

Said land is also described as follows:

That part of Block 3, together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Shenners Subdivision of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89° 41' 00" West 253.94 feet to a point in the West line of said Block 3; thence North 00° 00' 50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89° 41' 00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

Together with a non-exclusive 18.00 feet wide easement for ingress and egress purposes as set forth in Easement recorded as Document No. 5912610, across Lots 1, 2 and 3 and a part of Lot 4, in Block 3, in Otjen, Pullen & Shenner's Subdivision, of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Block 3; said point being at the intersection of the South line of West Walker Street with the West line of South 70th Street; thence South 89° 41' 00" West along the South line of West Walker Street 180.00 feet to the point of beginning of said easement; thence continuing South 89° 41' 00" West along the South line of West Walker Street 18.00 feet to a point, said point being 56.00 feet North 89° 41' 00" East of the Northwest corner of said Lot 1; thence South 00° 00' 50" East 90.00 feet to a point; thence North 89° 41' 00" East 18.00 feet to a point; thence North 00° 00' 50" West 90.00 feet to a point of beginning.

hereinafter referred to as Parcel "B"; and

WHEREAS, on the _____ day of _____, 2010, the City granted and conveyed to WAWI and the District (defined below) pursuant to a separate Easement Agreement (defined below) a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress ("Easement") over and across the easement area described as follows and as depicted in Exhibit "A":

Part of Parcel 1 of Certified Survey No. 6525 in the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Parcel 1, said point lying on the West line of South 70th Street; thence South 00°46'27" East along said West line 4.37 feet to the point of beginning; thence continuing

South 00°46'27" East 24.00 feet to a point; thence South 88°54'09" West 167.15 feet to a point; thence South 43°54'09" West 14.14 feet to a point; thence South 01°05'51" East 15.63 feet to a point on the South line of vacated Walker Street; thence South 88°54'09" West 24.00 feet to a point; thence North 01°05'51" West 49.63 feet to a point; thence North 88°54'09" East 201.28 feet to the point of beginning. Containing, 5,494 square feet.

hereinafter referred to as the "Easement Area"; and

WHEREAS, on the 15th day of July, 1998, City granted to Tri City National Bank, a national banking association ("Tri City"), its successors, heirs and assigns, an easement across a portion of the Easement Area pursuant to an Easement Agreement dated July 15, 1998, and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on August 6, 1998, as Document #7577975; and

WHEREAS, the City does not wish to incur any expense as it pertains to the maintenance, repair, and replacement, of the Easement Area; and

WHEREAS, the School District of West Allis-West Milwaukee, et al. ("District") has an equitable interest in and to Parcel B and the Easement by virtue of a Contract to purchase Parcel "B" entered into with WAWI dated May 26, 2010; and

WHEREAS, in consideration of the City granting to WAWI and the District the Easement, WAWI has agreed to be responsible for all of the maintenance, repair, and replacement, of the Easement Area for as long as the City is the owner of Parcel "A".

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Maintenance of Easement Area

Until such time as the City ceases to be the owner of Parcel "A", WAWI, even though it may not have an ownership interest in Parcel "B", shall undertake and perform the City's obligations under the Easement to maintain and repair the Easement Area in good condition and repair. The maintenance and repair obligations of WAWI include, without limitation, the following:

- a. Maintaining the surfaces of the paved areas in a level, smooth and evenly covered condition with the type of surfacing material originally installed or a type with similar quality and durability; and
- b. Removing all papers, debris, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep them in a neat, clean and orderly condition; and

- c. Clearing all snow and ice, and spreading salt, sand, or other permitted abrasives, promptly not later than twenty-four (24) hours after the end of snow and ice events; and .
- d. Placing, keeping in repair and replacing any appropriate directional signs, striping, markers and lines.

2. Cost of Maintenance

- a. For as long as the City is the owner of Parcel "A", WAWI, even though it may not have an ownership interest in Parcel "B", shall undertake and be responsible for the cost of maintenance, repair and replacement of the Easement Area.
- b. Until such time as the City conveys Parcel "A", the City shall assign to WAWI, the annual contribution of the owner of Parcel B, its successors, heirs and assigns, pursuant to an Easement Agreement dated the _____ day of _____, 2010, and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 2010, as Document # _____.
- c. Until such time as the City conveys Parcel "A", the City shall assign to WAWI, the annual contribution of Tri City, its successors, heirs and assigns, pursuant to an Easement Agreement dated the 15th day of July, 1998, and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on August 6, 1998, as Document #7577975.
- d. At such time as the City fully conveys legal and equitable title to Parcel "A" to a third party, the responsibility and maintenance of the Easement Area by WAWI shall terminate, and the cost of maintenance and repair, less contributions received, shall be the responsibility of the owners of Parcel "A", their successors, heirs and assigns. In the year of transfer, WAWI agrees to prorate any contributions for maintenance and repair that WAWI receives pursuant to the provisions of Paragraph #2.b. and #2.c.

3. Reconstruction of Easement Area

In the event it shall be necessary to reconstruct the Easement Area, in whole or in part, WAWI shall be responsible for the cost of any materials and labor used for such reconstruction, in whole or in part, less any contribution received from the owners of Parcel "B", their successors, heirs and assigns, and TriCity National Bank Association, its successors, heirs and assigns.

4. Default

If WAWI falls to perform any of its obligations contained in Paragraphs #1, #2, or #3 of this Agreement and fails to cure its default within sixty (60) days after written notice from the City, the District, or Tri City, the City, District, or Tri City (as applicable) may elect to cure the default on behalf of WAWI. WAWI shall reimburse the City, District, or Tri City (as applicable), on demand, for any amount spent by the City, the District, or Tri City (as applicable) to cure the default together with interest at the rate of Twelve percent (12%) per annum from the date of expenditure until the date of payment in full. If the reimbursement is not paid in full within thirty (30) days after demand, the City, the District, or Tri City (as applicable) shall have the right to pursue all remedies available at law and in equity and shall be entitled to reimbursement for its reasonable attorney's fees and costs.

5. Third Part Beneficiary; Enforcement.

Notwithstanding anything to the contrary set forth in this Agreement, the City and WAWI acknowledge the District as a grantee of the Easement is a third party beneficiary of this Agreement, and in addition to all of the other rights and remedies of the District under the Easement, the District shall also have the right to enforce the provisions of this Agreement directly against WAWI, its successors, and assigns.

6. Termination

This Agreement shall terminate upon the conveyance by the City of Parcel "A" to a third party as set forth in Paragraph 2.d., above.

[Signatures begin on the next page.]

CITY OF WEST ALLIS

By: Dan Devine
Dan Devine, Mayor

Attest:

By: Paul M Zehler
City/Clerk Treasurer

STATE OF WISCONSIN)
MILWAUKEE COUNTY)ss

Personally came before me this day of November 10, 2010, the above named Dan Devine and Paul M Zehler, to me known to be the Mayor and City Clerk/Treasurer of the City of West Allis, a Wisconsin Municipal Corporation, and the persons who executed this instrument on behalf of the City and acknowledged the same.

Ann Marie Neff
Ann Marie Neff
Notary Public, State of Wisconsin
My Commission: December 25, 2010

WAWI DEVELOPMENT, LLC

By: _____
Title: _____

STATE OF WISCONSIN)
_____ COUNTY)ss

Personally came before me this day of _____, 2010, the above named Kyle H. Harmon, to me known to be a Member of WAWI Development, LLC, and the person who executed this instrument on behalf of the Bank and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

THE SCHOOL DISTRICT OF WEST
ALLIS-WEST MILWAUKEE, ET AL.,
as third party beneficiary

By: _____

Its: _____

STATE OF WISCONSIN)
_____ COUNTY)ss

Personally came before me this day of _____, 2010, the above named _____, to me known to be _____, and the person who executed this instrument on behalf of the School District and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

This instrument was drafted by:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392
(262) 783-2700

0907605
DOC. # 09945063

RECORDED
12/01/2010 01:46PM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: \$30.00

FEE EXEMPT #: 77.25 (14)
0

***This document has been electronically recorded and returned to the submitter. **

Document Number	SHERIFF'S DEED Title of Document
STATE OF WISCONSIN	CIRCUIT COURT MILWAUKEE COUNTY BRANCH 26
RIDGESTONE BANK, Plaintiff,	
v.	Case No. 09-CV-602 Judge William S. Pocan
LEISURE INVESTMENTS, INC., WILLIAM E. BECKER, CITY OF WEST ALLIS, GILLITZER ELECTRIC SERVICES, INC., and SHORECREST APARTMENTS LIMITED PARTNERSHIP,	
Defendants, and MICHAEL S. POLSKY, Receiver.	

Recording Area

Name and Return Address
City of West Allis
City Attorney's Office
7525 West Greenfield Avenue
West Allis, WI 53214

440-0259-008
Parcel Identification Number (PIN)

WHEREAS, pursuant to a Judgment of Foreclosure and Sale entered in this matter on January 25, 2010, after due advertisement, the property described below was sold at public auction at the Milwaukee County Sheriff's Office, 821 West State Street, Ground Level - Room B12, Milwaukee, Wisconsin, 53233, in the City of Milwaukee, Milwaukee County, Wisconsin, on August 2, 2010, to Plaintiff, Ridgestone Bank, for the sum of Two Hundred Thirty-Six Thousand One Hundred Seventy-Three and 99/100 Dollars (\$236,173.99) being the highest and best bid, therefore;

NOW, THEREFORE, the Sheriff, by virtue of said Judgment and pursuant to WIS. STAT. § 846.16, hereby transfers, sells and conveys to the City of West Allis, a Wisconsin municipal corporation, as Assignee of Ridgestone Bank the following described land situated in the County of Milwaukee, in the State of Wisconsin, to-wit:

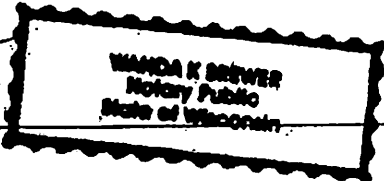
Parcel 1 of Certified Survey Map No. 6525, recorded on June 3, 1998, Reel 4321, Images 2318 to 2322, inclusive, as Document No. 7542540, being a resubdivision of Lots 1, 2, 3, 40, 41, 42 and the North 6.98 feet of Lots 4 and 39, Block 3, Otjen Pullen & Shenners Subdivision, together with the adjoining vacated public alley and vacated West Walker Street, all being in the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Dated at Milwaukee, Wisconsin, this 6th day of Aug, 2010.

David A. Clarke Jr.
David A. Clarke Jr.
Sheriff of Milwaukee County
Edward Baley
Deputy Inspector

Subscribed and sworn to before me
this 6th day of Aug, 2010.

WANDA K. BEBER
Wanda K. Beber
Notary Public, State of Wisconsin
My Commission Expires: 12-18-11



Drafted by:
Edward Baley

ELECTRONIC REAL ESTATE TRANSFER RECEIPT
 WISCONSIN DEPARTMENT OF REVENUE



1N964

INSTRUCTIONS

1. Grantors and grantees must review this receipt, noting grantor and grantee responsibilities.
2. Mail or deliver the following items to:
**Milwaukee County Register of Deeds, 901 N 9TH ST RM 103,
 MILWAUKEE, WI 53233-1425**
 - This receipt page, along with a transfer fee of \$0.00.
 - The deed or instrument of conveyance, along with a recording fee of \$30.00 regardless of the number of pages.

To view the details of the real estate transfer return online, go to <https://ww2.revenue.wi.gov/RETRWebPublic/application>. You will need to know the receipt number, the total value of the real estate transferred, and the last name of one grantor or grantee.

Receipt **1N964**. Filed December 1, 2010, 9:23 AM - **Milwaukee County**. Conveyance date **2010-08-06**.

Value transferred	\$236,200	Transfer fee	\$0.00
Value subject to fee	\$0	Fee exemption number	14

Grantors Milwaukee County Sheriff's Office

Grantees City of West Allis

Tax bill address City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214

Property Location 900 Block S. 70th Street (City of West Allis)

Parcels 440-0259-008

Short legal description Parcel One (1) of Certified Survey Map No. 6525, recorded on June 3, 1998, Reel 4321, Images 2318 to 2322, Inclusive, as Document No. 7542540, being a resubdivision of Lots 1, 2, 3, 40, 41, 42 and the North 6.98 feet of Lots 4 and 39, Block 3, Otjen

Grantor responsibilities: Grantors are responsible for paying the proper fee amount—verify the total property value, fee amount and fee exemption before sending this receipt to the county Register of Deeds.¹

Grantee responsibilities: Grantees assert that this property is not a primary residence², and that the property is not subject to weatherization standards with exclusion code "W-7".³

Preparer Land Closing Services, Inc./jlb, 414-259-5060

Grantor agent Edward Baley, 414-278-4766

Grantee agent Delbert Dettmann, 414-302-8451

If you have any questions about the Real Estate Transfer Return visit the Real Estate Transfer Web site at <http://www.dor.state.wi.us/ust/retrn.html>. You can also contact your County Register of Deeds (see <http://www.wrda.org/>).

Information on the real estate transfer return is used to administer Wisconsin's laws of income tax, real estate transfers, rental unit energy efficiency, lottery tax credit and general property tax. The transfer of Wisconsin real estate in a taxable transaction must be reported on your Wisconsin income tax return. This is true whether you were a resident, a part-year resident, or a nonresident of Wisconsin. If you are a nonresident of Wisconsin, you must file Form 1NPR to report the sale.

¹ Penalties for use of an improper exemption are imposed per s. 77.26(8), Stats. Penalties for falsifying the property value are imposed per s. 77.27, Stats.

² Penalties for improperly claiming the Lottery & Gaming Credit as Primary Residence are imposed per Chapter Tax 20.19.

³ Penalties relating to Weatherization claims are imposed per s. 101.122, Stats.

* For more information see Chapter COMM67, s. 67.03 and 67.04.

DOC.# 09946710

RECORDED
12/06/2010 12:16PM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: \$30.00

FEE EXEMPT #: 0
0

***This document has been
electronically recorded and
returned to the submitter. **

RETURN TO:
Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated DECEMBER 3, 2010, is between the City of West Allis, a Wisconsin Municipal Corporation ("Grantor"), WAWI Development, LLC ("WAWP"), a Wisconsin limited liability company, and The School District of West Allis-West Milwaukee, et al. ("District") (collectively, WAWI and District are referred to as "Grantee").

WHEREAS, Grantor is the owner of the following described parcel of real estate:

Parcel 1 of Certified Survey Map No. 6525, recorded on June 3, 1998, Reel 4321, Images 2318 to 2322 inclusive, as Document No. 7542540, being a redivision of Lots 1, 2, 3, 40, 41, 42 and the North 6.98 feet of Lots 4 and 39, Block 3, Otjen Pullen & Shenners Subdivision, together with adjoining vacated public alley and vacated west Walker Street, all being in the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Parcel No. 440-0259-008

hereinafter referred to as Parcel "A"; and

WHEREAS, Grantee is the owner of the following described parcel of real estate:

Lots 5, 6, 7, 8, 9, 34, 35, 36, 37, 38; part of Lots 4, 10, 33 and 39 of Block 3, together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Shenners Subdivision of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East,

in the City of West Allis, County of Milwaukee, State of Wisconsin, all of which lies in the following described land:

Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89° 41' 00" West 253.94 feet to a point in the West line of said Block 3; thence North 00° 00' 50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89° 41' 00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

Said land is also described as follows:

That part of Block 3, together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Shenners Subdivision of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89° 41' 00" West 253.94 feet to a point in the West line of said Block 3; thence North 00° 00' 50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89° 41' 00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

Together with a non-exclusive 18.00 feet wide easement for ingress and egress purposes as set forth in Easement recorded as Document No. 5912610, across Lots 1, 2 and 3 and a part of Lot 4, in Block 3, in Otjen, Pullen & Shenner's Subdivision, of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Block 3; said point being at the intersection of the South line of West Walker Street with the West line of South 70th Street; thence South 89° 41' 00" West along the South line of West Walker Street 180.00 feet to the point of beginning of said easement; thence continuing South 89° 41' 00" West along the South line of West Walker Street 18.00 feet to a point, said point being 56.00 feet North 89° 41' 00" East of the Northwest corner of said Lot 1; thence South 00° 00' 50" East 90.00 feet to a point; thence North 89° 41' 00" East 18.00 feet to a point; thence North 00° 00' 50" West 90.00 feet to a point of beginning.

hereinafter referred to as Parcel "B"; and

WHEREAS, the District has an equitable interest in and to Parcel B by virtue of a Contract to purchase Parcel B entered into with WAWI dated May 26, 2010; and

WHEREAS, Grantor wishes to grant and Grantee wishes to receive a perpetual non-exclusive easement for ingress and egress over and across the easement area described as follows and as depicted in Exhibit "A":

Part of Parcel 1 of Certified Survey No. 6525 in the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County,

Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Parcel 1, said point lying on the West line of South 70th Street; thence South 00°46'27" East along said West line 4.37 feet to the point of beginning; thence continuing South 00°46'27" East 24.00 feet to a point; thence South 88°54'09" West 167.15 feet to a point; thence South 43°54'09" West 14.14 feet to a point; thence South 01°05'51" East 15.63 feet to a point on the South line of vacated Walker Street; thence South 88°54'09" West 24.00 feet to a point; thence North 01°05'51" West 49.63 feet to a point; thence North 88°54'09" East 201.28 feet to the point of beginning. Containing, 5,494 square feet.

Hereinafter referred to as the "Easement Area."

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Ingress and Egress Easement

Grantor grants and conveys to Grantee a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel "B" over and across the Easement Area, and for no other purpose. Ingress and egress shall be provided by a roadway in the Easement Area.

2. Maintenance of Easement Area

Grantor shall maintain the Easement Area in good condition and repair. The maintenance and repair obligations of the Grantor include, without limitation, the following:

- a. Maintaining the surfaces of the paved areas in a level, smooth and evenly covered condition with the type of surfacing material originally installed or a type with similar quality and durability; and
- b. Removing all papers, debris, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep them in a neat, clean and orderly condition; and
- c. Clearing all snow and ice, and spreading salt, sand, or other permitted abrasives, promptly not later than twenty-four (24) hours after the end of snow and ice events; and
- d. Placing, keeping in repair and replacing any appropriate directional signs, striping, markers and lines.

The cost of the maintenance and repair of the Easement Area shall be paid by Grantor. Grantee shall pay to Grantor the sum of Six hundred seventy five Dollars (\$675.00) annually, on January 1 of each year, commencing

January 1, 2012, which shall be increased annually based upon the percentage increase of the Consumer Price Index as measured since the previous January 1st using the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers, U.S. City Average, All Items, 1982-84 = 100, and which shall be paid within fifteen (15) days after receipt of Grantor's invoice to reimburse Grantor for wear and tear due to Grantee's use of the Easement Area.

3. Reconstruction of Easement Area

Grantor shall reconstruct the Easement Area, in whole or in part, as Grantor determines necessary or advisable to maintain the Easement Area in good condition and repair.

Grantee will contribute Twenty percent (20%) of the cost of any materials and labor used for any such reconstruction, in whole or in part, of the Easement Area. Grantee shall pay the contribution within fifteen (15) days after receipt of Grantor's invoice and supporting documentation regarding the cost of materials and labor

4. Rules and Regulations

Grantee and Grantee's tenants shall use reasonable efforts to inform delivery trucks not to use the Easement Area for access to Parcel "B".

5. Default

If Grantor fails to perform any of its obligations contained in Sections 2 and 3 of this Easement Agreement and fails to cure its default within sixty (60) days after written notice, the Grantee may elect to cure the default on behalf of the Grantor. The Grantor shall reimburse the Grantee on demand for any amount spent by the Grantee to cure the default together with interest at the rate of 12% per annum from the date of expenditure until the date of payment in full. If the reimbursement is not paid in full within thirty (30) days after demand the Grantee shall have the right to pursue all remedies available at law and in equity and shall be entitled to reimbursement for its reasonable attorney's fees and costs.

6. Running of Benefits

All of the provisions in this Agreement shall run in perpetuity with the land and be binding upon and inure to the benefit of the successors, tenants and employees of the parties.

7. Extensions and Renewals. It is hereby agreed that the easements and provisions set forth in this Agreement are to be extended beyond the applicable time period

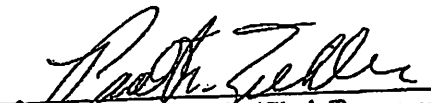
set forth in Section 893.33 of the Wisconsin Statutes. Any party hereto, any successor or assign of any party hereto, and any subsequent owner of Parcel A or owner of Parcel B may, from time to time, file of record the proper instrument for the purpose of extending the easements and conditions stated herein beyond the statutory period so that such easements and conditions are not terminated.

[Signatures begin on the next page.]

CITY OF WEST ALLIS

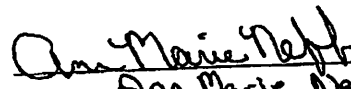
By: 
Dan Devine, Mayor

Attest:

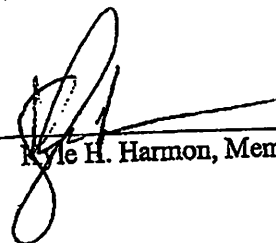
By: 
Paul M. ZIEBLER, City/Clerk Treasurer

STATE OF WISCONSIN)
MILWAUKEE COUNTY)ss

Personally came before me this day of November 10, 2010, the above named Dan Devine and Paul M. Ziebler to me known to be the Mayor and City Clerk/Treasurer of the City of West Allis, a Wisconsin Municipal Corporation, and the persons who executed this instrument on behalf of the City and acknowledged the same.


Ann Marie Neff
Notary Public, State of Wisconsin
My Commission: Dec 25, 2011

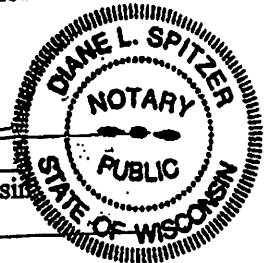
WAWI DEVELOPMENT, LLC

By: 
Kyle H. Harmon, Member

STATE OF WISCONSIN)
MILWAUKEE COUNTY)ss

Personally came before me this day of November 2010, the above named Kyle H. Harmon, to me known to be a Member of WAWI Development, LLC, and the person who executed this instrument on behalf of the Bank and acknowledged the same.

Daniel Spitzer
Daniel Spitzer
Notary Public, State of Wisconsin
My Commission: 1-26-14



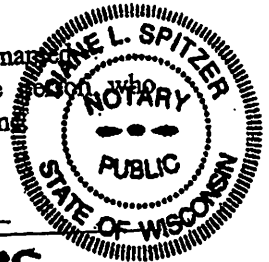
THE SCHOOL DISTRICT OF WEST
ALLIS-WEST MILWAUKEE, ET AL.,

By: Kurt A. Wachter
Its: Superintendent

STATE OF WISCONSIN)
MILWAUKEE COUNTY)ss

Personally came before me this day of November 2010, the above named Kurt Wachter, to me known to be Superintendent, and the person who executed this instrument on behalf of the School District and acknowledged the same.

Daniel Spitzer
Diane L. Spitzer
Notary Public, State of Wisconsin
My Commission: 1-26-14



This instrument was drafted by:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392
(262) 783-2700

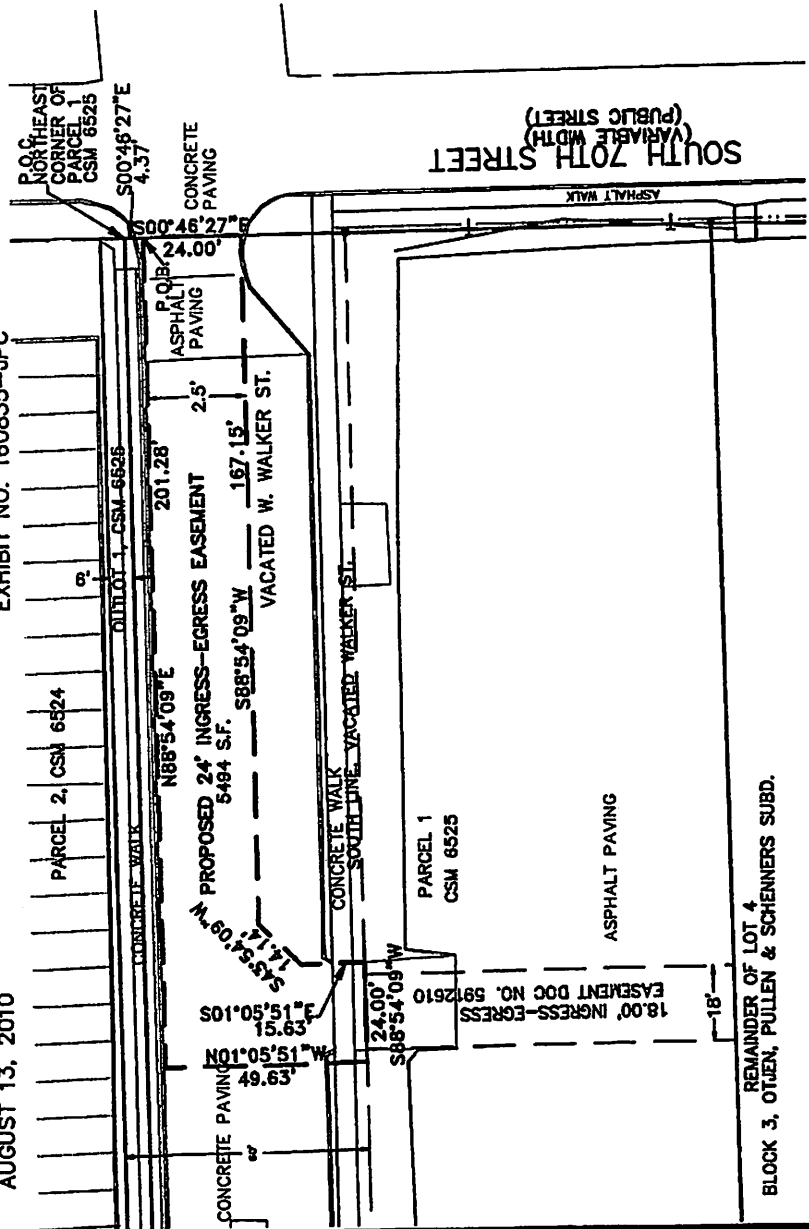
PROPOSED INGRESS-EGRESS EASEMENT FOR THE BENEFIT OF 1135-1139 SOUTH 70TH STREET

LEGAL DESCRIPTION OF PROPOSED INGRESS-EGRESS EASEMENT

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6525 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 1, SAID POINT LYING ON THE WEST LINE OF SOUTH 70TH STREET; THENCE SOUTH 00°46'27" EAST ALONG SAID WEST LINE 4.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°46'27" EAST 24.00 FEET TO A POINT; THENCE SOUTH 88°54'09" WEST 167.15 FEET TO A POINT; THENCE SOUTH 43°54'09" WEST 14.14 FEET TO A POINT; THENCE SOUTH 88°54'09" EAST 15.63 FEET TO A POINT ON THE SOUTH LINE OF VACATED WALKER STREET; THENCE SOUTH 88°54'09" WEST 24.00 FEET TO A POINT; THENCE NORTH 01°05'51" WEST 49.63 FEET TO A POINT; THENCE NORTH 88°54'09" EAST 201.28 FEET TO THE POINT OF BEGINNING. CONTAINING 5,494 SQUARE FEET.

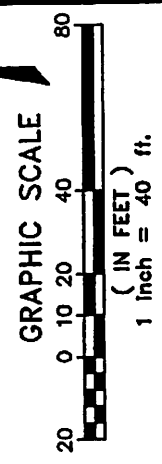
AUGUST 13, 2010

EXHIBIT NO. 160835--JPC



REMAINDER OF LOT 4
BLOCK 3, OTJEN, PULLEN & SCHENNERS SUBD.

EXHIBIT A



R.A. Smith National, Inc.
Beyond Surveying
and Engineering

18748 W. Shoreland Road, Brookfield WI 53005
262-791-1000 Fax: 262-797-7273
www.ra-smithnational.com

RA5162000/eng
ZELLISDAL@RA5162000.A48

SECRET 1 OF 1

R.A. Smith National, Inc.

DOC.# 09946826

RECORDED
12/06/2010 03:06PM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI.
AMOUNT: \$30.00

FEE EXEMPT #: 0

0
***This document has been
electronically recorded and
returned to the submitter.***

RETURN TO:
Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:

EASEMENT MAINTENANCE AGREEMENT

This Easement Maintenance Agreement ("Agreement") dated DECEMBER 3 2010, is between the City of West Allis, a Wisconsin Municipal Corporation ("City") and WAWI Development, LLC, a Wisconsin limited liability company ("WAWI").

WHEREAS, City is the owner of the following described parcel of real estate:

Parcel 1 of Certified Survey Map No. 6525, recorded on June 3, 1998, Reel 4321, Images 2318 to 2322 inclusive, as Document No. 7542540, being a redivision of Lots 1, 2, 3, 40, 41, 42 and the North 6.98 feet of Lots 4 and 39, Block 3, Otjen Pullen & Shenners Subdivision, together with adjoining vacated public alley and vacated west Walker Street, all being in the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Parcel No. 440-0259-008

hereinafter referred to as Parcel "A"; and

WHEREAS, WAWI is the owner of the following described parcel of real estate:

Lots 5, 6, 7, 8, 9, 34, 35, 36, 37, 38; part of Lots 4, 10, 33 and 39 of Block 3, together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Shenners Subdivision of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, all of which lies in the following described land:

Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89° 41' 00" West 253.94 feet to a point in the West line of said Block 3; thence North 00° 00' 50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89° 41' 00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

Said land is also described as follows:

That part of Block 3, together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Shenners Subdivision of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89° 41' 00" West 253.94 feet to a point in the West line of said Block 3; thence North 00° 00' 50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89° 41' 00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

Together with a non-exclusive 18.00 feet wide easement for ingress and egress purposes as set forth in Easement recorded as Document No. 5912610, across Lots 1, 2 and 3 and a part of Lot 4, in Block 3, in Otjen, Pullen & Shenner's Subdivision, of a part of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Block 3; said point being at the intersection of the South line of West Walker Street with the West line of South 70th Street; thence South 89° 41' 00" West along the South line of West Walker Street 180.00 feet to the point of beginning of said easement; thence continuing South 89° 41' 00" West along the South line of West Walker Street 18.00 feet to a point, said point being 56.00 feet North 89° 41' 00" East of the Northwest corner of said Lot 1; thence South 00° 00' 50" East 90.00 feet to a point; thence North 89° 41' 00" East 18.00 feet to a point; thence North 00° 00' 50" West 90.00 feet to a point of beginning.

hereinafter referred to as Parcel "B"; and

WHEREAS, on the 3 day of DECEMBER, 2010, the City granted and conveyed to WAWI and the District (defined below) pursuant to a separate Easement Agreement (defined below) a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress ("Easement") over and across the easement area described as follows and as depicted in Exhibit "A":

Part of Parcel 1 of Certified Survey No. 6525 in the Northeast 1/4 of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Parcel 1, said point lying on the West line of South 70th Street; thence South 00°46'27" East along said West line 4.37 feet to the point of beginning; thence continuing

South 00°46'27" East 24.00 feet to a point; thence South 88°54'09" West 167.15 feet to a point; thence South 43°54'09" West 14.14 feet to a point; thence South 01°05'51" East 15.63 feet to a point on the South line of vacated Walker Street; thence South 88°54'09" West 24.00 feet to a point; thence North 01°05'51" West 49.63 feet to a point; thence North 88°54'09" East 201.28 feet to the point of beginning. Containing, 5,494 square feet.

hereinafter referred to as the "Easement Area"; and

WHEREAS, on the 15th day of July, 1998, City granted to Tri City National Bank, a national banking association ("Tri City"), its successors, heirs and assigns, an easement across a portion of the Easement Area pursuant to an Easement Agreement dated July 15, 1998, and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on August 6, 1998, as Document #7577975; and

WHEREAS, the City does not wish to incur any expense as it pertains to the maintenance, repair, and replacement, of the Easement Area; and

WHEREAS, the School District of West Allis-West Milwaukee, et al. ("District") has an equitable interest in and to Parcel B and the Easement by virtue of a Contract to purchase Parcel "B" entered into with WAWI dated May 26, 2010; and

WHEREAS, in consideration of the City granting to WAWI and the District the Easement, WAWI has agreed to be responsible for all of the maintenance, repair, and replacement, of the Easement Area for as long as the City is the owner of Parcel "A".

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Maintenance of Easement Area

Until such time as the City ceases to be the owner of Parcel "A", WAWI, even though it may not have an ownership interest in Parcel "B", shall undertake and perform the City's obligations under the Easement to maintain and repair the Easement Area in good condition and repair. The maintenance and repair obligations of WAWI include, without limitation, the following:

- a. Maintaining the surfaces of the paved areas in a level, smooth and evenly covered condition with the type of surfacing material originally installed or a type with similar quality and durability; and
- b. Removing all papers, debris, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep them in a neat, clean and orderly condition; and

- c. Clearing all snow and ice, and spreading salt, sand, or other permitted abrasives, promptly not later than twenty-four (24) hours after the end of snow and ice events; and .
- d. Placing, keeping in repair and replacing any appropriate directional signs, striping, markers and lines.

2. Cost of Maintenance

- a. For as long as the City is the owner of Parcel "A", WAWI, even though it may not have an ownership interest in Parcel "B", shall undertake and be responsible for the cost of maintenance, repair and replacement of the Basement Area.
- b. Until such time as the City conveys Parcel "A", the City shall assign to WAWI, the annual contribution of the owner of Parcel B, its successors, heirs and assigns, pursuant to an Easement Agreement dated the 3 day of DECEMBER, 2010, and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 12/6/10, 2010, as Document # 9946710.
- c. Until such time as the City conveys Parcel "A", the City shall assign to WAWI, the annual contribution of Tri City, its successors, heirs and assigns, pursuant to an Easement Agreement dated the 15th day of July, 1998, and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on August 6, 1998, as Document #7577975.
- d. At such time as the City fully conveys legal and equitable title to Parcel "A" to a third party, the responsibility and maintenance of the Easement Area by WAWI shall terminate, and the cost of maintenance and repair, less contributions received, shall be the responsibility of the owners of Parcel "A", their successors, heirs and assigns. In the year of transfer, WAWI agrees to prorate any contributions for maintenance and repair that WAWI receives pursuant to the provisions of Paragraph #2.b. and #2.c.

3. Reconstruction of Easement Area

In the event it shall be necessary to reconstruct the Easement Area, in whole or in part, WAWI shall be responsible for the cost of any materials and labor used for such reconstruction, in whole or in part, less any contribution received from the owners of Parcel "B", their successors, heirs and assigns, and TriCity National Bank Association, its successors, heirs and assigns.

4. Default

If WAWI falls to perform any of its obligations contained in Paragraphs #1, #2, or #3 of this Agreement and fails to cure its default within sixty (60) days after written notice from the City, the District, or Tri City, the City, District, or Tri City (as applicable) may elect to cure the default on behalf of WAWI. WAWI shall reimburse the City, District, or Tri City (as applicable), on demand, for any amount spent by the City, the District, or Tri City (as applicable) to cure the default together with interest at the rate of Twelve percent (12%) per annum from the date of expenditure until the date of payment in full. If the reimbursement is not paid in full within thirty (30) days after demand, the City, the District, or Tri City (as applicable) shall have the right to pursue all remedies available at law and in equity and shall be entitled to reimbursement for its reasonable attorney's fees and costs.

5. Third Part Beneficiary; Enforcement.

Notwithstanding anything to the contrary set forth in this Agreement, the City and WAWI acknowledge the District as a grantee of the Easement is a third party beneficiary of this Agreement, and in addition to all of the other rights and remedies of the District under the Easement, the District shall also have the right to enforce the provisions of this Agreement directly against WAWI, its successors, and assigns.

6. Termination

This Agreement shall terminate upon the conveyance by the City of Parcel "A" to a third party as set forth in Paragraph 2.d., above.

[Signatures begin on the next page.]

CITY OF WEST ALLIS

By: Dan Devine
Dan Devine, Mayor

Attest:

By: Paul M. Zechler
City/Clerk Treasurer

STATE OF WISCONSIN)
MILWAUKEE COUNTY)ss

Personally came before me this day of November 10, 2010, the above named Dan Devine and Paul M. Zechler, to me known to be the Mayor and City Clerk/Treasurer of the City of West Allis, a Wisconsin Municipal Corporation, and the persons who executed this instrument on behalf of the City and acknowledged the same.

Ann Marie Neff
Ann Marie Neff
Notary Public, State of Wisconsin
My Commission: December 25, 2010

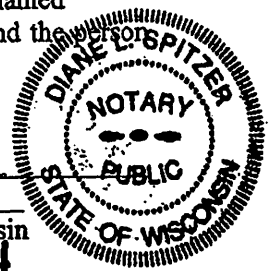
WAWI DEVELOPMENT, LLC

By: [Signature]
K. A. Harmon
Title: Member

STATE OF WISCONSIN)
MILWAUKEE COUNTY)ss

Personally came before me this day of November, 2010, the above named Kyle H. Harmon, to me known to be a Member of WAWI Development, LLC, and the person who executed this instrument on behalf of the Bank and acknowledged the same.

Diane L. Spitzer
Diane L. Spitzer
Notary Public, State of Wisconsin
My Commission: 1-26-14



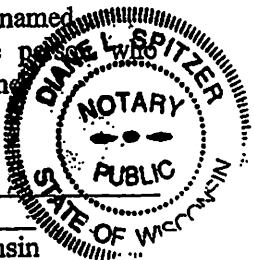
THE SCHOOL DISTRICT OF WEST
ALLIS-WEST MILWAUKEE, ET AL.,
as third party beneficiary

By: Kurt A. Weckler
Its: Superintendent

STATE OF WISCONSIN)
MILWAUKEE COUNTY)ss

Personally came before me this day of November, 2010, the above named Kurt Weckler, to me known to be Superintendent and the person who executed this instrument on behalf of the School District and acknowledged the same.

Diane L. Spitzer
Diane L. Spitzer
Notary Public, State of Wisconsin
My Commission: held



This instrument was drafted by:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392
(262) 783-2700

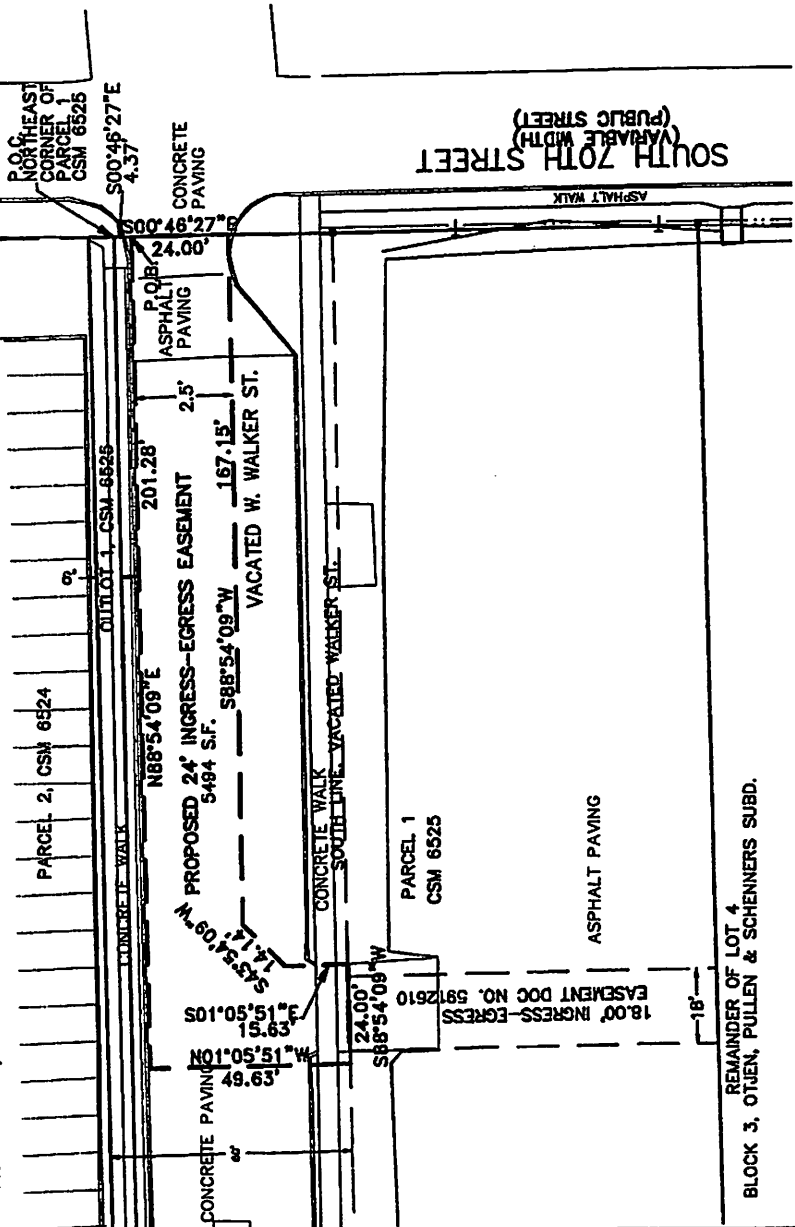
PROPOSED INGRESS-EGRESS EASEMENT FOR THE BENEFIT OF 1135-1139 SOUTH 70TH STREET

LEGAL DESCRIPTION OF PROPOSED INGRESS-EGRESS EASEMENT

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6525 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 1, SAID POINT LYING ON THE WEST LINE OF SOUTH 70TH STREET; THENCE SOUTH 00°46'27" EAST ALONG SAID WEST LINE 4.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°46'27" EAST 24.00 FEET TO A POINT; THENCE SOUTH 88°54'09" WEST 167.15 FEET TO A POINT; THENCE SOUTH 43°54'09" WEST 14.14 FEET TO A POINT; THENCE SOUTH 01°05'51" EAST 15.63 FEET TO A POINT ON THE SOUTH LINE OF VACATED WALKER STREET; THENCE SOUTH 88°54'09" WEST 24.00 FEET TO A POINT; THENCE NORTH 01°05'51" WEST 49.63 FEET TO A POINT; THENCE NORTH 88°54'09" EAST 201.28 FEET TO THE POINT OF BEGINNING. CONTAINING 5,494 SQUARE FEET.

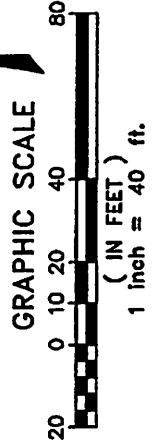
AUGUST 13, 2010

EXHIBIT NO. 160835--JPC



REMAINDER OF LOT 4
BLOCK 3, OTJEN, PULLEN & SCHENNERS SUBD.

EXHIBIT A



R.A. Smith National, Inc.
*Beyond Surveying
and Engineering*
18745 W. Bluemound Road, Brookfield, WI 53005
262-781-1000 Fax 262-781-7878
www.ra-smith.com
EAS1200004.dwg
20100813DWG2010A.dwg

R.A. Smith National, Inc.

11/90

5912610

REC-1877

REGISTERS OFFICE
WISCONSIN COUNTY, WI
RECORDED AT
MAY 8 1986
REEL 1877 IMAGE 1580

WJD-9952
4/23/86

RIGHT OF WAY EASEMENT

This Agreement, made and entered into this 6th day of May, 1986, by and between Allis Chalmers Corporation ("Grantor"), and S70 Limited Partnership, a Wisconsin limited partnership ("Grantee").

5912610

WITNESS:

WHEREAS, Grantee is the owner of certain real estate located in the City of West Allis, Wisconsin, more particularly described on Exhibit A attached hereto ("Grantee's Property");

WHEREAS, Grantor has agreed to grant an easement over certain real estate owned by Grantor to allow access to and from the Grantee's Property and West Walker Street.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

1. Grantor hereby gives, grants and conveys unto Grantee, for the benefit of Grantee's Property, an easement for ingress and egress for pedestrian and vehicular traffic over and through an 18 foot strip of land described on Exhibit B attached hereto ("Easement Area"), which Easement Area is more explicitly shown on National Survey & Engineering Survey No. 150414-S, Revision No. 1 attached hereto as Exhibit C. RECORD 12.90
2. The Easement imposed, confirmed and established under Paragraph 1, above shall be for the benefit of the Grantee's Property and Grantee, and Grantee may grant the benefit of this Easement to any tenants, customers, employees, agents, invitees and/or licensees of Grantee. If at any time within four (4) years from the date of this easement, Grantor, at its expense, obtains permission from the City of West Allis for, and installs, a curb cut onto South 70th Street, providing direct access to Grantee's property, in a manner reasonably satisfactory to Grantee, this easement will become null and void.
3. Grantor and Grantee shall be equally responsible for the cost of maintenance of the Easement Area which is to be maintained in good condition and repair suitable for use for pedestrian and vehicular ingress. Notwithstanding the above, if either party fails to adequately maintain the Easement Area, the party who assumes the responsibility to repair shall be compensated for one-half the cost by the party who fails to take part in the repair. In the event Grantor fails, the Grantee shall have the right to enter upon the Easement Area and such adjoining portions of Grantor's property as is reasonably necessary to maintain the Easement Area in good condition and repair in such instance. Grantee's obligation as set forth above shall be subject to the terms and conditions of the Seller Maintenance Agreement dated on a date even herewith entered into by and between Grantee and Grantor.
4. Grantee shall indemnify and hold Grantor harmless from any and all damage arising from Grantee's use of the Easement Area, except as may be due to the negligence of Grantor.

Robine to
David Rogge
Box 163

1390

KN 1877 vs 1497

5. The terms, covenants and conditions contained herein shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day, month and year first above written.

Allis Chalmers Corporation

BY: [Signature]
Vice President

Attest: [Signature]
Eric G. Schaeff
Secretary

S70 Limited Partnership

BY: [Signature]
William Orenstein, General Partner

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS

Personally came before me this 1st day of April, 1986, the above-named Eric G. Schaeff and William Orenstein and S70 Limited Partnership and executed this instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires 12/31/87

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS

Personally came before me this 1st day of April, 1986, the above-named William Orenstein, to me known to be the general partner of S70 Limited Partnership, to me known to be the person who executed this instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires 12/31/87

This instrument was dated by and should be returned to

Michael J. Daye
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202



EXHIBIT A

lots 5, 6, 7, 8, 9, 34, 35, 36, 37, 38 part of Lot 4, 10, 33 and 39 of Block 3 together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Sherner's subdivision of a part of the South West 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, all of which lies in the following described land: Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89°41'00" West 253.94 feet to a point in the West line of said Block 3; thence North 00°00'50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89°41'00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

Said land is also described as follows:

That part of Block 3 together with the vacated North-South alley in said Block 3 in Otjen, Pullen & Sherner's subdivision of a part of the South West 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Block 3; thence due North along the East line of Block 3 aforesaid 353.50 feet to the point of beginning of the land to be described; thence South 89°41'00" West 253.94 feet to a point in the West line of said Block 3; thence North 00°00'50" West along the West line of Block 3 aforesaid 180.00 feet to a point; thence North 89°41'00" East 253.98 feet to a point in the East line of said Block 3; thence South along the East line of Block 3 aforesaid 180.00 feet to the point of beginning.

VCK

1877

FILE 1877 W-1498

W1877045199

EXHIBIT B

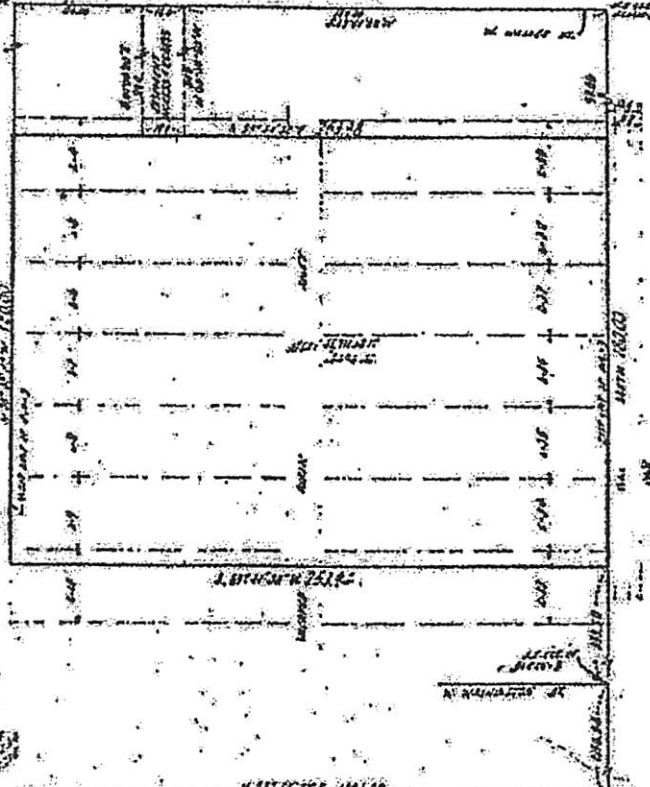
AN 18.00 FT. WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES ACROSS LOTS 1, 2, AND 3 AND A PART OF LOT 4 IN BLOCK 3 IN OTJEN, PULLEN & SHENNER'S SUBDIVISION OF A PART OF THE SW 1/4 OF SECTION 34, T 7 N, R 21 E, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 3, SAID POINT BEING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WALKER STREET WITH THE WEST LINE OF SOUTH 70TH STREET:
THENCE SOUTH 89° 41' 00" WEST ALONG THE SOUTH LINE OF WEST WALKER STREET 180.00 FT. TO THE POINT OF BEGINNING OF SAID EASEMENT;
THENCE CONTINUING SOUTH 89° 41' 00" WEST ALONG THE SOUTH LINE OF WEST WALKER STREET 18.00 FT. TO A POINT, SAID POINT BEING 56.00 FT. NORTH 89° 41' 00" EAST OF THE NORTHWEST CORNER OF SAID LOT 1;
THENCE SOUTH 00° 00' 59" EAST 90.00 FT. TO A POINT;
THENCE NORTH 89° 41' 00" EAST 18.00 FT. TO A POINT;
THENCE NORTH 00° 00' 59" WEST 90.00 FT. TO A POINT OF BEGINNING.

1877 1500

Plan of Division

RETURNED TO MEAN FROM WHICH, IN THE CITY OF WEST ALLEN, WISCONSIN,
 THAT PART OF BLOCK 3, BOUNDARY WITH THE WESTER ADJACENT ALLEY, IN SAID BLOCK 3, IN TOWNSHIP 36 NORTH, RANGE 12 EAST, WISCONSIN, BEING 13 BOUNDS AND DESCRIBED AS FOLLOWS:
 BEGINNING AT THE EAST END OF SAID BLOCK 3;
 BEING 112.00 FEET ALONG THE EAST LINE OF SAID BLOCK 3 TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;
 BEING 100.00 FEET ALONG THE WEST LINE OF SAID BLOCK 3;
 BEING 100.00 FEET ALONG THE WEST LINE OF SAID BLOCK 3 TO A POINT;
 BEING 100.00 FEET ALONG THE EAST LINE OF SAID BLOCK 3 TO A POINT;
 BEING 100.00 FEET ALONG THE EAST LINE OF SAID BLOCK 3 TO THE POINT OF BEGINNING,
 CONTAINING 1.000 ACRES OF LAND.

FILED IN 1877
 MAP NO. 1118
 ALLIANCE DIVISION
 SURVEY NO. 1500-S
 DIVISION NO.



WITNESSED AND SUBSCRIBED AT THE CITY OF WEST ALLEN, WISCONSIN, THIS 15TH DAY OF MARCH, 1877.

EXHIBIT C

Surveyor's Signature: *Harold E. ...*
 FIELD OFFICIAL
 STATE OF WISCONSIN