

STORM WATER MANAGEMENT
FACILITY AND MEWS
MAINTENANCE AND
EASEMENT AGREEMENT
(Westlawn Gardens)

Document Title

**STORM WATER MANAGEMENT FACILITY AND
MEWS MAINTENANCE AND
EASEMENT AGREEMENT**

(Westlawn Gardens)

Drafted by:

Gregg Hagopian, Asst. City Attorney, City of Milwaukee
CAO 244205 (10-23-17)

Recording Area

Name and Return Address:

Gregg Hagopian
Asst. City Attorney
841 N. Broadway – 7th Floor
Milwaukee, WI 53202

Tax Key Numbers:

See **EXHIBIT A**

THIS STORM WATER MANAGEMENT FACILITY AND MEWS MAINTENANCE AND EASEMENT AGREEMENT (“2017 Maintenance Easement”): is made as of _____, 2017; and is among the Housing Authority of the City of Milwaukee, a Wis. Stat. Ch. 66, Subch. XII public body corporate and politic (“**HACM**”), City of Milwaukee, a Wisconsin municipal corporation (“**City**”), the Westlawn Gardens Property Owners’ Association Inc., a Wisconsin Chapter 181 non-stock, non-profit corporation (“**Association**”), Westlawn Renaissance LLC, a Wisconsin limited liability company (“**WR**”), WG Scattered Sites LLC, a Wisconsin limited liability company (“**SS**”), and Victory Manor LLC, a Wisconsin limited liability company (“**VM**”).

This 2017 Maintenance Easement is agreed and consented to by the consent parties (“**Consent Parties**”) identified on the Owner Table attached as **EXHIBIT A**. The Consent Parties constitute all the mortgagees and interest holders with rights to approve easements and encumbrances under their respective mortgage or other recorded documents, recorded against Westlawn Gardens.

RECITALS

- A. **Westlawn Gardens.** HACM is undertaking the redevelopment of the real estate and improvements in Milwaukee, Wisconsin known as Westlawn Gardens (“**Westlawn Gardens**”), generally situated to the south of West Silver Spring Drive between North 60th Street and North 68th Street, and more particularly depicted on the map (“**Map**”) attached as **EXHIBIT B**. The legal description of Westlawn Gardens is on **EXHIBIT C**. **EXHIBIT D** describes storm water management facilities (“**SWM Facilities**”) existing at, and to be constructed at, West Lawn Gardens.

HACM, Association, WR, SS and VM, together, own the lands that comprise Westlawn Gardens.

- B. **2011 Storm Water Plan & Easement & Out of Program Agreement.** In conjunction with HACM’s development of the eastern portion of Westlawn Gardens (“**Westlawn Gardens - East**”) (east of N. 64th Street):

1. **SWM-1 Plan.** HACM provided to City a storm water management plan as required by Milwaukee Code of Ordinances (“**MCO**”) 120-9, entitled “Westlawn Redevelopment,” signed by City on June 20, 2011 (“**SWM-1 Plan**”).
2. **2011 Easement.** To further implement the SWM-1 Plan, HACM provided to City the “Storm Water Management Facility Maintenance and Easement Agreement” recorded in the office of the Milwaukee County Register of Deeds (“**ROD**”) on June 22, 2011 as Document No. 10007734 (“**2011 Easement**”). The SWM-1 Plan included, among other things, bio-retention and other SWM Facilities. HACM caused construction of the SWM Facilities in Phase 1 as required by the SWM-1 Plan.
3. **2011 OOPA.** WR and City entered into an Out of Program Agreement (document C523110507) in August, 2011 (“**2011 OOPA**”), whereby WR constructed certain public improvements, including SWM Facilities, in Westlawn Gardens - East at WR’s expense. Those improvements have been constructed and duties under the 2011 OOPA have been performed.
4. **2011 Easement is Terminated.** The 2011 Easement is hereby terminated. It is no longer of any force or effect. It is no longer an encumbrance against title. This 2017 Maintenance Easement replaces the 2011 Easement. The SWM-1 Plan remains in force and effect.

- C. **2017 Storm Water Plan & Out of Program Agreement & Declaration & This Document.** HACM is now redeveloping the western portion of Westlawn Gardens (“**Westlawn Gardens - West**”) (west of N. 64th Street). City approved HACM’s Westlawn West Subdivision Plat (the “**Plat**”) regarding Westlawn Gardens - West. The Plat was recorded in the Register of Deeds Office as Document No. _____. In conjunction with the Westlawn Gardens – West development:

1. **SWM-2 Plan.** HACM provided to City a storm water management plan required by MCO 120-9, entitled “Westlawn Gardens Phase 2,” signed by City on March 23, 2017 (“**SWM-2 Plan**”). Collectively the SWM-1 Plan and the SWM-2 Plan are referenced as the “**SWM Plan.**” The SWM Plan is available for inspection at City’s Department of Public Works (“**DPW**”)¹.
2. **2017 OOPA.** HACM and City entered into an Out of Program Agreement dated _____, 2017 (“**2017 OOPA**”), whereby HACM will construct certain “**Public Improvements**” and “**Private Improvements**” (as defined in the 2017 OOPA) in Westlawn Gardens - West at HACM’s expense. The terms “Public Improvements” and “Private Improvements” used herein have the same definitions ascribed to those terms as in the 2017 OOPA.

“**ROW**” as used herein means public right-of-way dedicated to City.

“**Non-ROW**” means Westlawn Gardens lands that are not dedicated ROW.

3. **Declaration.** A Declaration of Restrictions and Covenants Regarding Westlawn Gardens (“**Declaration**”) will be recorded contemporaneously with this document regarding management and maintenance of SWM Facilities and Common Areas at Westlawn Gardens. The Declaration and the obligations therein related to SWM Facilities were a material inducement to City entering into this 2017 Maintenance Easement.
 4. **This Document.** The parties enter this 2017 Maintenance Easement to further the Westlawn Gardens – West development, to further implement the SWM Plan, to further implement the 2017 OOPA, to address duties associated with maintenance as set forth herein, and to create the easements and licenses set forth herein.
- D. **Mews.** In developing Westlawn Gardens – West, and per the 2017 OOPA, mews will be created as outlots on the Plat (the “**Mews**”) that are not City-owned, that are not ROW, that are not intended for normal traffic and vehicular use, and that are subject to the public easement created hereby for public pedestrian use. This document and the Declaration also provide for on-going operation, management, and maintenance of the Mews by Association.
- E. **Consent Parties.** The parties and Consent Parties understand that the implementation of the SWM Plan, the 2017 OOPA, the Declaration, and this 2017 Maintenance Easement addresses overall storm water management at all of Westlawn Gardens, thus benefitting all current and future owners and parcels in Westlawn Gardens, significantly reducing need for private on-site, per-parcel, storm water management facilities, thereby maximizing the potential build-out area on individual parcels, and also providing economic efficiency and benefits through an area-wide storm water management plan. This document and the Declaration provide for on-going operation, management, and management of the SWM Facilities and Mews by Association.

¹ “**Commissioner**” as used herein means the DPW Commissioner his designee.

AGREEMENT

1. **Recitals.** The recitals above are acknowledged, agreed to, and accepted.
2. **SWM Facilities Ownership.** EXHIBIT E reflects ownership of the SWM Facilities that are personal property and fixtures. “A-SWM Facilities” as labeled on EXHIBIT E are Association-owned SWM Facilities, and “C-SWM Facilities” as labeled on EXHIBIT E are City-owned SWM Facilities.
3. **Mews Improvements Ownership.** Association owns Mews and Mews improvements that are real property (landscaping, walkways) and that are on the respective parcels constituting the Mews. Street lights installed in the Mews per the 2017 OOPA, however, shall be City-owned.
4. **Installation License.**
 - A. **License to HACM to install SWM Facilities and Mews improvements in non-ROW areas.** HACM, WR, VM, SS and Association grant HACM a license (personal contract right and not an easement interest) in non-ROW lands at Westlawn Gardens (including Mews areas) to install the SWM Facilities per the SWM Plan and the 2017 OOPA, and to install the Mews improvements (including street lights), in accordance with applicable federal, state and local law, requisite governmental permits and approvals.
 - B. **License to HACM to install Public Improvements and SWM Facilities in ROW areas.** City hereby grants HACM a license (personal contract right and not an easement interest) in current dedicated ROW at Westlawn Gardens, and in areas contemplated to be designated as ROW per the Plat, to install the Public Improvements and SWM Facilities, in accordance with applicable federal, state and local law, requisite governmental permits and approvals, the SWM Plan, and the 2017 OOPA.
5. **Easement & License.**
 - A. **Easement to Association regarding SWM Facilities and Mews improvements in non-ROW areas.** HACM, WR, VM and SS grant Association a permanent easement in non-ROW lands at Westlawn Gardens (including Mews) to locate, operate and maintain the SWM Facilities and the Mews improvements, in accordance with the SWM Plan, the 2017 OOPA, the Declaration, and applicable federal, state and local law, and requisite governmental permits and approvals. Those areas covered by this easement include the SWM Facilities and are herein called the “SWM Easement Areas.”

B. Easement to City regarding SWM Facilities. HACM, WR, VM, SS and Association grant City a permanent easement in and to the SWM Easement Areas and in the SWM Facilities at Westlawn Gardens, at no charge or cost to City. City shall not have to pay dues to Association. City's use of the SWM Facilities and the SWM Easement Areas is for storm water management purposes associated with storm water on, under, and from ROW and associated with City storm water facilities within and serving ROW. City has the right to enter and inspect SWM Easement Areas and to inspect SWM Facilities.

C. Easement to public and City regarding Mews areas and Mews improvements in non-ROW areas. Association grants **(1)** to City and to the public a permanent easement in the Mews areas at Westlawn Gardens so the same may be used for public pedestrian use (including bicycle), **(2)** to City a permanent easement in the Mews areas at Westlawn Gardens so the same may be used **(a)** for emergency vehicle and maintenance and repair vehicle access purposes, **(b)** for underground City public utility purposes (including installation to the extent HACM has not installed the public utilities under the 2017 OOPA), and **(c)** for City to be able to repair, replace, maintain and operate its street lights and underground public utilities in the Mews areas. One day per year, for an up to 12-hour period, Association, as owner of the Mews areas may post signage and blockades to prevent public use of the Mews areas for that period in order to protect against prescriptive rights.

VM grants **(1)** to City and to the public a permanent easement in the Mews area located on the VM parcel abutting the Mews outlot to the west of Lot 5, Block 1 (as depicted on the Plat) so the same may be used for public pedestrian use (including bicycle), **(2)** to City a permanent easement in that same Mews area so that area may be used **(a)** for emergency vehicle and maintenance and repair vehicle access purposes, **(b)** for underground City public utility purposes (including installation to the extent HACM has not installed the public utilities under the 2017 OOPA), and **(c)** for City to be able to repair, replace, maintain and operate its street lights and underground public utilities in that Mews area. One day per year, for an up to 12-hour period, VM may post signage and blockades to prevent public use of that Mews area for that period in order to protect against prescriptive rights.

D. Non-interference. No owner shall, without City's or Association's prior written consent (not to be unreasonably withheld, conditioned or delayed), construct improvements or make alterations to SWM Easement Areas within non-ROW areas, or to SWM Facilities, or to Mews areas, that interfere with or that adversely affect **(i)**

the SWM Plan, (ii) easement or license rights hereunder, (iii) SWM Facilities, (iv) streetlights and improvements within the Mews areas, or (v) ROW.

- E. **License to Association regarding SWM Facilities in ROW areas.** City grants Association a license (personal contract right and not an easement interest) in ROW lands at Westlawn Gardens to locate, operate and maintain the SWM Facilities in accordance with the SWM Plan, the 2017 OOPA, the Declaration, and applicable federal, state and local law, and requisite governmental permits and approvals.
- F. **Possible displacement by City.** Notwithstanding City's grant of the licenses referred to in sections 4 and 5 above for SWM Facilities in ROW, City reserves the right to require Association to remove SWM Facilities from ROW and to relocate same (all at Association's expense and at no cost to City) if City work requires such. In such event, City shall provide Association with at least 60 days prior written notice (unless City work is necessitated by emergency or other need for quick response in which case City shall provide advance written notice as best as possible under the circumstances). City and Association and respective owners will cooperate in good faith regarding alternative locations for or regarding re-installation, as the case may be, of SWM Facilities that must be moved.

6. **SWM Facilities Maintenance.**

- A. **Maintenance.** Association is responsible for inspection, maintenance, repair, and replacement, as necessary, of all SWM Facilities depicted on **EXHIBIT E** as being the responsibility of Association to maintain, and for all Mews improvements in Westlawn Gardens (but for streetlights). This includes, but is not limited to, mowing lawn in the Mews areas and shoveling snow from pedestrian walkways in the Mews areas. Association shall conduct such duties at its expense in a good and workmanlike manner and in accordance with applicable federal, state and local law, requisite governmental permits and approvals, and the SWM Plan. See Declaration.

City is responsible for inspection, maintenance, repair, and replacement, as necessary, of all SWM Facilities depicted on **EXHIBIT E** as being the responsibility of City to maintain and for streetlights in the Mews. City shall conduct such duties at its expense in a good and workmanlike manner and in accordance with applicable federal, state and local law, requisite governmental permits and approvals, and the SWM Plan. See Declaration.

- B. **Breach, special charge.** If Association fails to inspect, maintain, repair, replace as necessary, City will notify Association of such failure and if Association fails to correct such failure within 30 days, City may (in its discretion and without any duty

to do so) enter the SWM Easement Areas and correct such failure and recover City's costs of correction from Association. If Association fails to pay within 30 days after City's written demand, City may place its costs on the tax bills against the respective parcels comprising Westlawn Gardens and collect same as a special charge.

Said special charges shall be distributed among, and charged to, the parcels based on an allocation formula based on land square footage.

- C. **Association periodic inspection.** Association shall periodically inspect to ensure proper functioning and repair of the SWM Facilities (except for catch basins in ROW which are City's responsibility) and Mews improvements (except for street lights in Mews areas which are City's responsibility).
 - D. **SWM Plan and MCO Ch. 120.** Association shall comply with the requirements of the SWM Plan and MCO Chapter 120 (as same may be from time to time amended), including MCO 120-15 (including maintenance and recertification of SWM Facilities and the SWM Plan).
 - E. **Minimum standards for SWM Facilities.** Association shall adhere to the minimum maintenance requirements for SWM Facilities set forth in **EXHIBIT G**.
7. **Street Lights in Mews Areas.** Notwithstanding the above, after proper and complete installation of street lights within Mews areas per the 2017 OOPA, City shall be responsible for repair, maintenance, inspection and replacement of those street lights.
8. **Association Work in ROW; Notice to City.** Association shall provide City with 30 days prior written notice of work or activities Association plans on undertaking within ROW. Any Association work in ROW necessitating disturbance of or alteration to ROW, or the need to disrupt traffic flow or use of ROW, shall be in accordance with plans first approved by the Commissioner, and Association shall obtain all necessary permits and approvals. Any Association alteration or replacement of SWM Facilities or Mews area improvements shall be done in accordance with plans and specifications first approved by the Commissioner and in accordance with the SWM Plan, and following receipt of necessary permits and approvals.
9. **Association Membership & Dues.**
- A. **Association members.** All owners of parcels in Westlawn Gardens (except Association itself) are members of Association. See the Declaration. Copies of Association's Articles and Bylaws are attached to the Declaration. Any amendments to Association's Articles and Bylaws, or the Declaration, that impact Association's rights or duties hereunder require Commissioner's prior written approval.

B. **Association dues.** Members of Association must pay dues to Association. See the Declaration.

10. **Runs with Land.** This 2017 Maintenance Easement runs with the land, encumbers all the parcels comprising Westlawn Gardens, and is binding on and inures to the benefit of all parties and all owners, and their respective successors (including successor owners) and assigns.
11. **Assignment.** Association may not assign its rights, duties, obligations or interests, herein without City's prior written consent.
12. **Enforcement.** This 2017 Maintenance Easement may be enforced at law and in equity. The parties retain any respective rights they have under Wis. Stat. 893.80 and under MCO Ch. 120.
13. **Governing Law; Amendment.** This 2017 Maintenance Easement is governed by Wisconsin law, and may only be amended by written instrument signed by the parties hereto (or their respective successors and assigns). Any amendment shall be recorded in the ROD.
14. **Drafter-Doctrine Not Applicable; Headings.** The contract-interpretation doctrine of "construing against the drafter" shall not apply to interpretation of this 2017 Maintenance Easement. Headings are for convenience only.
15. **Open Records.** This 2017 Maintenance Easement and records kept or maintained hereunder or as a result hereof may be subject to Wisconsin Open Records Law, Wis. Stat. Chapter 19, and the parties hereto, as well as the owners, Consent Parties and their respective successors and assigns, shall cooperate with City and HACM regarding duties under such law, including providing copies of records required to comply with such law.
16. **Notice.** Notices required or desired to be given with respect to this 2017 Maintenance Easement shall be in writing, addressed to the respective party as per the contact information below, and shall be (i) delivered personally, (ii) sent by United States mail, postage prepaid, or (iii) sent by email provided no error or inability to send message is generated in response. Contact information may be changed by providing notice to all parties per this "notice" section.

If to CITY: Commissioner, Dept. of Public Works City of Milwaukee 841 N. Broadway, Room 501 Milwaukee, WI 53202 Phone: 414-286-3301 Email: gkorba@milwaukee.gov	If to HACM, WR, VM, or SS: Executive Director Housing Authority of the City of Milwaukee 809 N. Broadway, 3 rd Floor Milwaukee, WI 53202 Phone: 414-286-5824 Email: tony.perez@hacm.org
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<p>With copy to: Gregg Hagopian City Attorney's Office 841 N. Broadway, 7th Floor Milwaukee, WI 53202 Phone: 414-286-2620 Email: ghagop@milwaukee.gov</p>	<p>With copy to: Danielle Bergner Michael Best & Friedrich LLP 100 E. Wisconsin Ave., Suite 3300 Milwaukee, WI 53202 Phone: 414-270-2735 Email: dbergner@michaelbest.com</p>
<p>If to Association:</p> <p>President Westlawn Gardens Property Owners' Association Inc. Phone: _____ Email: _____</p> <p>With copy to: Danielle M. Bergner Michael Best & Friedrich LLP 100 E. Wisconsin Ave., Suite 3300 Milwaukee, WI 53202 Phone: 414-270-2735 Email: dbergner@michaelbest.com</p>	<p>If to Owner:</p> <p>To the respective party listed in the Owner Table at the notice/address/contact information shown therein or as otherwise shown per Association or ROD records.</p>

17. **Counterparts.** This 2017 Maintenance Easement (including the part of it calling for consent from the Consent Parties listed in the Owner Table) may be signed in counterparts. Facsimile or email signatures shall be accepted as originals. If required for recording purposes, original signatures shall be supplied.
18. **ROD Recording.** This 2017 Maintenance Easement shall be recorded in the ROD against title to Westlawn Gardens at HACM expense.
19. **Other Sewer Related Charges.** Nothing contained herein affects City's rights or any person's duties under MCO 309-51, 309-53 or 309-54.
20. **Additional Association Maintenance.** Association shall also be responsible for the maintenance of all alley ROW areas and areas above the underground detention basins within the alleys bounded by North 68th Street, West Birch Avenue, West Custer Avenue and North 67th Street.
21. **Digger's Hotline.** Association shall be a member of Digger's Hotline for marking and notice purposes at Westlawn Gardens for SWM Facilities.

IN WITNESS WHEREOF, the parties sign and enter this document as of the date first written above.

<p>CITY: CITY OF MILWAUKEE</p> <p>By: _____ Ghassan Korban, Commissioner Dept. of Public Works</p> <p>Countersigned:</p> <p>By: _____ Martin Matson, Comptroller</p> <p>City Common Council Resolution File No. 171022, adopted on _____, 2017. See, also, File No's 170502 and 171000.</p> <p>CITY ATTORNEY APPROVAL/AUTHENTICATION</p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of City representatives above per MCO 304-21, and also authenticates the signatures of those City representatives per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____ Gregg Hagopian, Asst. City Attorney State Bar No. 1007373 Date: _____</p>	<p>HACM: HOUSING AUTHORITY OF THE CITY OF MILWAUKEE</p> <p>By: _____ Antonio M. Perez, Sec./Exec. Director</p> <p>HACM Board Resolution _____, adopted on _____, 2017.</p> <p>HACM AUTHENTICATION</p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the HACM representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____ Thomas O. Gartner State Bar No. 1003072 Date: _____</p>
<p>WR: WESTLAWN RENAISSANCE LLC</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p>	<p>ASSOCIATION: WESTLAWN GARDENS PROPERTY OWNERS' ASSOCIATION INC.</p> <p>By: _____</p> <p>Name Printed: _____</p>

WR AUTHENTICATION

The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the WR representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

By: _____

Thomas O. Gartner
State Bar No. 1003072

Date: _____

Title: _____

Association Board Consent Resolution,
adopted on _____, 2017.

ASSOCIATION AUTHENTICATION

The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of Association representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

By: _____

Thomas O. Gartner
State Bar No. 1003072

Date: _____

VM: VICTORY MANOR LLC

By: _____

Name Printed: _____

Title: _____

VM AUTHENTICATION

The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the VM representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

By: _____

Thomas O. Gartner
State Bar No. 1003072

Date: _____

SS: WG SCATTERED SITES LLC

By: _____

Name Printed: _____

Title: _____

SS AUTHENTICATION

The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the SS representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

By: _____

Thomas O. Gartner
State Bar No. 1003072

Date: _____

JOINDER BY OWNERS & CONSENT PARTIES

1. **Consent Parties Agree.** Consent Parties that have interests and approval rights recorded in the ROD against respective Parcels within Westlawn Gardens (or otherwise) hereby join in the signing of this 2017 Maintenance Easement in order to consent and agree to it, and are bound by it.

2. **MPS; Browning School.** Milwaukee Board of School Directors (“MPS Board”), as a ground lease tenant of the parcel at _____, under Ground Lease Agreement dated as of August 1, 2003, evidence of which was recorded at the ROD as Document No. _____, hereby also joins in the signing of this 2017 Maintenance Easement to acknowledge, consent and agree to it, and to be bound by it. For so long as MPS Board is tenant under said Ground Lease, MPS Board agrees to pay to Association the dues required by this document and by the Declaration instead of HACM (the owner of the parcel ground leased to MPS Board). HACM agrees to provide to MPS Board copies of all notices that it receives from and that it sends to Association, and to provide MPS Board with copies of all invoices and notices of Assessments.

<p>MPS Board: Milwaukee Board of School Directors</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>MPS NOTARY State of Wisconsin))ss. Milwaukee County)</p> <p>Personally came before me on _____, 20__, the above named person on behalf of the MPS Board to me known to be such person who signed this document in the capacity shown and</p>	<p>Consent Party or other party with approval Rights: _____</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>CONSENT PARTY NOTARY State of Wisconsin))ss. Milwaukee County)</p> <p>Personally came before me on _____, 20__, the above named person on behalf of the above named Consent Party to me known to be such person who signed this document</p>
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acknowledged that he/she signed in such capacity.

Notary signature: _____

Notary Public, State of Wisconsin

My commission: _____

[NOTARY SEAL]

in the capacity shown and acknowledged that he/she signed in such capacity.

Notary signature: _____

Notary Public, State of Wisconsin

My commission: _____

[NOTARY SEAL]

Consent Party or other party with approval

Rights: _____

By: _____

Name Printed: _____

Title: _____

Email: _____

Phone: _____

NOTARY

State of _____)

)ss.

County of _____)

Personally came before me on _____, 20____,
the above named person on behalf of _____ to
me known to be such person who signed this
document in the capacity shown and
acknowledged that he/she signed in such
capacity.

Notary signature: _____

Notary Public, State of Wisconsin

My commission: _____

[NOTARY SEAL]