

VALLEY PASSAGE
SERVICE ROAD
EASEMENT AGREEMENT

Document Number

Document Title

VALLEY PASSAGE
SERVICE ROAD
EASEMENT AGREEMENT

Recording Area

Name and Return Address

Tax Key Numbers:

403-9998-000

403-0801-100

403-9994-100

422-9997-000

422-9994-000

422-9993-200

423-9999-017

423-9999-130

424-0403-000-5

THIS DOCUMENT WAS DRAFTED BY:

Richard Henneger, Wisconsin Department of Natural Resources

THIS EASEMENT AGREEMENT (this "**Agreement**"), is made by and among the STATE OF WISCONSIN, by its DEPARTMENT OF ADMINISTRATION, "**Landlord**"), and by its DEPARTMENT OF NATURAL RESOURCES ("**DNR**"), the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin ("**City**"), the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a body corporate under Wis. Stat. § 66.1333 ("**RACM**"), the SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, a political subdivision of the State of Wisconsin (the "**District**"), and THE MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP (the "**Brewers**"), and is dated as of **JULY 9, 2009**.

RECITALS

- A. Landlord owns certain lands that it ground-leased to the District pursuant to a 99-year ground lease dated as of October 21, 1996 (the "**Ground Lease**"). A Memorandum of the Ground Lease was recorded in the Milwaukee County Register of Deeds Office as Document Number 7389194.
- B. The District, in turn, subleased the land subject to the Ground Lease, as more particularly described on EXHIBIT A attached hereto and made a part hereof (the "**Ground Lease Land**"), and other real property to the Brewers pursuant to the Miller Park Lease Agreement, as amended and restated dated as of June 30, 2004 (the "**Miller Park Lease**"). A Memorandum of the Miller Park Lease was recorded in the Milwaukee County Register of Deeds Office as Document Number 8834644.
- C. The City, RACM, DNR and SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as CANADIAN PACIFIC ("**CP**"), entered into a Valley Passage Easement, dated as of JULY 9, 2009 (the "**VP Easement**"), concerning the extension of the Henry Aaron State Trail ("**HAST**") under CP tracks in the area generally north of 3700 W. Pierce Street and then over the Menomonee River. The VP Easement calls for a Service Road (as defined therein) over lands owned by RACM and lands owned by Landlord.
- D. The District, the Brewers, and CMC Heartland Partners ("**CMC**") are parties to that certain "**Reciprocal Operating and Easement Agreement**" dated as of September 18, 1998 (the "**98 REO**"). The 98 REO was recorded in the Milwaukee County Register of Deeds Office as Document No. 7653362. RACM and City are successors in interest to CMC and succeeded to CMC's rights and interests under the 98 REO.

AGREEMENT

- 1. Recitals. For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree to the recitals above and the terms herein.

2. Grant of Easements.

A. Temporary, Limited Easement to DNR: Construction. Landlord, as its interests appear, as fee owner of the Ground Lease Land, and the District and the Brewers, each having a leasehold interest in the Ground Lease Land (and having the authority under the Ground Lease and the Miller Park Lease, respectively, to grant easements), hereby grant unto DNR, or its designee, a temporary, limited easement ("TLE") to enter upon that portion of West Canal Street located on the Ground Lease Land and lying east of but connecting to Miller Parkway and that portion of the improved roadway located on the Ground Lease Land extending from West Canal Street south to the Cul de Sac, ~~and also that part of the improved roadway located on the Ground Lease Land extending from West Canal Street south to Wisconsin Department of Transportation (DOT) public right-of-way~~ (together, the "Access Drives"), each as depicted and identified by cross-hatching on EXHIBIT B (the "Map"), for the purpose of constructing a gravel service road (the "Service Road") in the location shown on the Map and legally described on EXHIBIT C attached hereto (the "Service Road Easement Area") which Service Road will then extend east of the Ground Lease Land (onto RACM land, Tax Key No. 424-0403-000-5). Construction on the Ground Lease Land will include a curb cut, grading, landscaping, and road construction, and construction on RACM land east of the Service Road Easement Area and east of the Ground Lease Land will include adding a manually-operated gate on RACM land and signs on RACM land that are adjacent to or on such gates, at both ends, indicating that the Service Road is a private road for authorized vehicles only. DNR's (or its designee's) construction of the Service Road, on the Ground Lease Land, and DNR's (or its designee's) construction of the referenced gate and signage, shall be in conformance with plans and specifications approved by the parties hereto in advance, which approval shall not be unreasonably withheld, conditioned or delayed. Whether the gate will be locked will be determined by the Milwaukee Police Department.

DNR shall, at DNR's expense, and at no cost to any other party hereto, complete such work by **October 31, 2010**, at which time the TLE shall automatically terminate without the necessity of any further notices or agreement. DNR shall restore any and all damage caused to any Ground Lease Land as a result of its construction or other activities thereon.

B. Service Road Easement. Landlord, District, and the Brewers hereby grant unto DNR, City, and RACM, and their respective designees, (i) an easement on, over and across the Service Road Easement Area for the purpose of connecting the

Deleted: [NOTE: DNR to confirm what improved roadway this is intended to cover.]

Service Road to the Cul de Sac (shown on the Map) on the Ground Lease Land and, thereafter, for the purpose of pedestrian and vehicular access (subject to the terms of subparagraph C. below) from and to the Cul de Sac so that the Cul de Sac may be used for ingress and egress to the Service Road, and (ii) an easement to use the Service Road Easement Area and the Access Drives so that DNR, City, and RACM, and their respective designees can access the Service Road by vehicle.

- C. **Service Road Limited Use.** The Service Road shall not be open to general traffic or public use, and is intended only for construction access, service, patrol, capital and routine maintenance, police purposes and emergency responders associated with the RACM land east of the Service Road Easement Area, and associated with the HAST and the Valley Passage.
3. **Maintenance of Service Road.** After the construction of the Service Road (which will include that portion of the Service Road located within the Service Road Easement Area) by DNR, or its designee, maintenance of the same shall be in conformance with the terms of the VP Easement, and Landlord, District and Brewers shall be deemed third party beneficiaries concerning the VP Easement (and same shall not be amended without the prior written consent of Landlord, District and Brewers, which shall not be unreasonably withheld, conditioned or delayed) in so far as the parties' rights and duties thereunder affect or may affect the Ground Lease Land and operations thereon.
4. **REO.** Costs of maintaining, operating, repairing and replacing the Service Road shall not be included in the Budget (as defined in the 98 REO) or be part of or subject to the cost-sharing provisions of the 98 REO. Nothing contained herein diminishes or modifies in any way any right under the 98 REO.
5. **No Public Dedication.** Neither Landlord, District nor Brewers have agreed herein to publicly dedicate any portion of the Ground Lease Land and nothing contained herein shall be construed to constitute any such public dedication.
6. **Repair/Restoration/Injury.** In the event of any damage to the Ground Lease Land or improvements thereon or therein, or injury to person or persons, attributable to the acts or omissions of DNR, City, RACM or by their respective designees (including, without limitation, their respective officers, employees, agents, contractors, licensees and authorized representatives), the responsible party shall promptly, at its sole cost and expense, repair such damage to the reasonable satisfaction of the Brewers and the District, and be responsible to the injured party, in accordance with and to the extent provided by law (and subject to defenses that may be raised). In the event such damage

is not promptly or properly repaired, either the Brewers or the District (or both) shall, after providing notice to the responsible party, have the right to repair such damage, and the responsible party shall then promptly reimburse the Brewers and the District, as the case may be, for all costs and expenses reasonably incurred in connection with any such repairs.

7. **Indemnification.** To the fullest extent permitted by law, DNR (“**Indemnitor**”) shall, and hereby does, indemnify and save harmless the District and the Brewers, and their respective officers, directors, employees, agents, licensees, permittees, invitees, and authorized representatives (collectively, “**Indemnitees**”), from and against any and all loss, damage, injury, liability, costs and expenses (collectively, “**Claims**”) (i) for which Indemnitor, City or RACM, or their respective designees, has undertaken an obligation of indemnification and/or reimbursement under this Agreement, and (ii) that such Indemnitees may suffer or incur as a result of breach by Indemnitor, City or RACM, or their respective designees, hereunder, or as a result of any acts or omissions of Indemnitor, City or RACM, or their respective designees, hereunder (including, without limitation, its officers, agents, employees, authorized representatives, contractors, licensees, permittees, invitees, consultants and contractors) regarding its construction of the Service Road, or its acting hereunder (which shall include, but not be limited to, the maintenance, repair, replacement and inspection of the Service Road) or matters relating to the Service Road Easement Area; provided, however, the right to indemnification (a) shall not include any Claims resulting from the Indemnitees’ negligent acts or omissions or gross misconduct with respect thereto, and (b) if the loss, damage, injury or liability results from the joint negligence of such Indemnitees and an Indemnitor or its designee, then the liability therefore shall be borne by the Indemnitor and the Indemnitees in proportion to each party’s respective degree of negligence; provided, further, however, that these provisions are subject to the legal defenses that, under law or in equity, the parties hereto are respectively entitled to raise.

In connection with any Claims for which Indemnitor has undertaken an obligation of reimbursement under this Agreement, such Indemnitor shall reimburse the District and/or the Brewers, as applicable, within thirty (30) days following Indemnitor’s receipt of a reasonably detailed statement summarizing the costs and expenses sought to be reimbursed.

8. **Entry at Own Risk for Limited Purposes; Release.** Entry by DNR, City, RACM or their designees onto the Ground Lease Lands Land under this Agreement shall be limited to the purposes expressly specified herein, ~~and shall be at the sole risk of those entering.~~ DNR, City and RACM hereby release Landlord, the District and the Brewers from liability for injury to person or damage to property associated with such entry.

9. **Reservation.** Landlord, the District and the Brewers reserve the right to use the Ground Lease Land, including without limitation, the lands within the TLE and the Service Road Easement Area, for any and all purposes consistent with the rights granted herein.

10. **Non-Disturbance: Construction Around Restricted Periods.** Construction of the Service Road, and any other actions hereunder (including access rights to the Access Drives and to the Service Road Easement Area and to any part of the Service Road on the Ground Lease Land, and maintenance, repair, inspection and replacement of the Service Road and related improvements on any part of the Ground Lease Land) shall not interfere with the use of the Access Drives or the Ground Lease Land by the Brewers, the District, or their respective invitees and permittees, during the following periods (herein called "**Restricted Periods**").
 - A. **Home Games.** On days of the Brewers' home games, use of the easement areas herein defined by DNR, City and RACM, and their respective designees, shall, except in the event of an emergency or as needed by police or emergency responders, be prohibited during the time period beginning not less than three (3) hours before the parking gates open and ending not earlier than two (2) hours after the game has been completed.

 - B. **Certain Games.** Use of the easement areas herein defined by DNR, City and RACM, and their respective designees, shall, except in the event of an emergency or as needed by police or emergency responders, be prohibited on the days of home games with the Chicago Cubs, the St. Louis Cardinals and the Minnesota Twins, as well as home playoff games.

 - C. **Special Stadium Events.** The Brewers shall use reasonable efforts to provide two weeks' advance notice to the DNR, City and RACM of any special event for which there is a need to restrict work activities or entry upon the easement areas herein defined. Any such notice from the Brewers to the DNR, City and RACM shall specify the day(s) and hours that the activities of DNR, City and RACM and their respective designees on the easement areas shall be restricted or prohibited. Any such restriction or prohibition shall be subject to exception in the case of emergency or to exception as needed by police or emergency responders, and shall be reasonable and intended to minimize interruptions to the permitted activities hereunder. In addition, the Brewers may provide written notice within twenty-four (24) hours of other special stadium events that arise due to unforeseen circumstances for which any of the Ground Lease Land may be used and for which there is a need to restrict work activities or entry upon the easement areas herein defined (subject to exception in the case of emergency or to exception as needed by police or emergency responders). In any such unforeseen circumstance, the parties hereto shall comply with the obligations set forth in this subparagraph.

D. Reasonable Discretionary Restrictions. Except in the event of an emergency or as needed by police or emergency responders, the Brewers and the District reserve the right to restrict use of the easement areas herein defined by DNR, City and RACM, and their respective designees at any time as determined necessary by the Brewers and/or the District in their reasonable discretion (by way of examples, and not of limitation, if the Brewers need to undertake repair or maintenance work on any portion of Miller Park that requires use of any portion of the easement areas herein defined, or if a crowd in excess of 32,500 is reasonably anticipated for a Brewers home game). In such event, the Brewers (or the District, as the case may be) shall provide not less than three (3) days' advance written notice of such restriction to the DNR, City and RACM; provided, however, that in the event of an emergency, the Brewers (or the District as the case may be) shall provide notice of such restriction as may be reasonable under the circumstances. Any restriction under this subparagraph shall be reasonable as to time and scope, and shall be imposed in such a manner so as to minimize interruptions to the permitted activities hereunder.

During Restricted Periods, DNR, City and RACM and their designees shall not use the Access Drives (except in the event of an emergency or as needed by police or emergency responders) or engage in any installation, construction, maintenance or repair or other work of or to any part of the Service Road that is on Ground Lease Land. Instead, such parties will require its contractors to work around those Restricted Periods. The Brewers shall promptly provide the DNR, City and RACM with reasonable advance written notice of (and keep the DNR, City and RACM updated with periodic advance written notices concerning) Restricted Periods. It is the intent hereof to provide as much advance notice of the respective Restricted Periods as reasonably practicable and reasonably possible to the DNR, City and RACM so that DNR, City and RACM and their designees may schedule accordingly.

~~DNR, City and RACM hereby accept, acknowledge and covenant~~accepts, acknowledges and covenants that it will take all necessary steps to ensure that the Service Road Easement Area will be maintained according to reasonable construction and maintenance (including preventive maintenance) standards. ~~Such parties further~~DNR, City and RACM accept, acknowledge and covenant that during the Restricted Periods, they shall take all necessary steps to ensure that their respective use of the Access Drives and all areas adjacent to the Access Drives are free from obstructions, equipment, machinery, vehicles, or other items used in conjunction with such respective party's work in the Service Road Easement Area, or otherwise, and that all areas will remain in safe condition, as determined by the District and the Brewers in their reasonable discretion, so as to not impose any unreasonable risk of accident or injury to the District's or the Brewers' employees, agents, guests, invitees and permittees or damage to the District's, the Brewers' or Imperial Parking's equipment. In the event DNR, City and RACM do

not comply with the terms set forth herein, the District and/or the Brewers may exercise self-help, and take any action necessary to ensure the Access Drives, the areas adjacent thereto, and any other areas on the Ground Lease Land subject to this Agreement are safe for public access during the Restricted Periods. The District's and the Brewers' self-help actions may include, but are not limited to, removal of any obstruction, equipment, machinery, vehicles, or debris from the Access Drives, areas adjacent to the Access Drives, or any other areas on the Ground Lease Land subject to this Agreement. DNR, City and/or RACM, as applicable, shall reimburse the District and the Brewers for all costs and expenses incurred in exercising such right of self-help pursuant to this paragraph based on which party's act or omission led to self-help measures by the District or Brewers.

11. **Notices.** Notices required or desired to be given by any party to another party with respect to this Agreement shall be in writing and shall be delivered personally, sent by facsimile or e-mail (provided that any facsimile or e-mail is sent during any Monday through Friday that City's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M., or if sent during any other time, shall be deemed to be received by the recipient at 8:30 A.M. on the first day that City's City Hall is open for business following the sending of such facsimile or e-mail), sent by commercial-overnight-courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. All notices under this Easement Agreement shall be given to the following:

CITY	<i>with a copy to</i>
Jeff Polenske City Engineer DPW- Infrastructure Services Division 841 N. Broadway, Room 701 Milwaukee, WI 53202 Ph 414-286-2400 Fax 414-286-5994	Gregg Hagopian Asst. City Attorney 841 N. Broadway, 7 th Floor Milwaukee, WI 53202 Ph 414-286-2620 Fax 414-286-8550 ghagop@milwaukee.gov
RACM	<i>with a copy to</i>
Dave Misky Asst. Exec. Dr./Secretary 801 N. Broadway, 2 nd Floor Milwaukee, WI 53202 Ph. 414-286-8682	Gregg Hagopian Asst. City Attorney 841 N. Broadway, 7 th Floor Milwaukee, WI 53202 Ph 414-286-2620

Fax 414-286-0395 dmisky@milwaukee.gov	Fax 414-286-8550 <u>ghagop@milwaukee.gov</u>
DNR	<i>with a copy to</i>
Secretary Wisc. Dept. Natural Resources 101 S. Webster St. Madison, WI 53707 Ph. 608-266-2621 Fax 608-267-3579	Richard Steffes Wisc. Dept. Natural Resources 101 S. Webster St. Madison, WI 53707 Ph. 608-266-0201 Fax 608-267-2750 Richard.steffes@wisconsin.gov
Landlord	
Secretary of Department of Administration 101 East Wilson Street, 10 th Floor P.O. Box 7864 Madison, Wisconsin 53707-7864 Ph 608-266-1741 Fax 608-267-3842 carianne.renlund@wisconsin.gov mailto:	James S. Thiel, Counsel for WisDOT 115B Hill Farms 4802 Sheboygan Ave. P.O. Box 7910 Madison, WI 53707 <u>jim.thiel@wisconsin.gov</u>
District	<i>with a copy to</i>
Michael R. Duckett Executive Director S.E. WI Professional Baseball Park District Miller Park One Brewers Way Milwaukee, WI 53214 Ph. 414-902-4040 Fax 414-902-4033 <u>mduckett@millerparkdistrict.com</u>	Sue Schellinger Davis & Kuelthau, SC 111 East Kilbourn Avenue, #1400 Milwaukee, WI 53202-6677 Ph. 414-225-1434 Fax 414-278-3634 <u>sschellinger@dkattorneys.com</u>

Brewers	<i>with a copy to</i>
Marti Wronski VP and General Counsel Milwaukee Brewers Baseball Club, Limited Partnership Miller Park One Brewers Way Milwaukee, Wisconsin 53214 Ph 414-902-4610 Fax 414-902-4515 <u>marti.wronski@brewers.com</u>	Andrew J. Wronski Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, WI 53202-5300 Ph 414-297-5703 Fax 414-297-4900 <u>awronski@foley.com</u>

Recipient address information (such as change in facsimile number or e-mail address) may, from time to time, be changed by notice duly sent hereunder.

12. **Recording; Counterparts.** This Agreement shall be recorded by DNR, at DNR's expense, in the Milwaukee County Register of Deeds Office against the Ground Lease Land to give notice of the same to third parties. This Agreement may be signed in one or more counterparts each of which shall, when taken together, constitute one and the same document. Facsimile signatures shall be acceptable as originals. However, a fully-executed original (with original signatures) is needed, and will be provided, for recording.
13. **Binding Effect.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.
14. **Applicable Laws.** The parties hereto shall abide by all applicable local, state and federal laws, ordinances, regulations and restrictions in their respective actions hereunder.
15. **Governing Law; Amendment.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. This Agreement may only be amended by a written instrument signed by all of the parties hereto (or their successors in interest).
16. **Agreement Interpretation.** All parties to this Agreement participated fully and equally in the negotiation and preparation hereof. This Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against any party hereto. It is the intent of the parties that this Agreement be binding on all parties and not illusory. Thus, wherever this Agreement grants discretion to any party, which might otherwise

make this Agreement illusory, the party exercising its discretion must act according to reasonable standards.

17. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
18. **Imperial Parking.** The Brewers shall provide a copy of this Agreement to Imperial Parking, the Brewers' current parking licensee, and by copy of this Agreement to Imperial Parking, hereby instructs Imperial Parking to conduct its operations in a manner consistent with the terms of this Agreement, to the extent applicable.
19. **No Liens.** DNR, RACM and City hereby covenant and agree not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Ground Lease Land in conjunction with any work hereunder including, but not limited to, the planning, construction and installation of the Service Road and the maintenance, repair, inspection and replacement of the same; and, in case of any such lien attaching, the responsible party shall (at its sole cost and expense) promptly cause the same to be removed.
20. **Self-Insured.** DNR, RACM and City represent that they are self-insured.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized signatories as of the date first written above.

CITY: CITY OF MILWAUKEE	DNR: WISCONSIN DEPT. OF NATURAL RESOURCES
By: _____	By: _____
Mayor Tom Barrett, Per Common Council File No. 090219	Name _____
CITY CLERK	Printed: _____
_____ Ronald Leonhardt, City Clerk	Countersigned:
Countersigned:	By: _____
By:	Name _____
_____ Michael J. Daun, Deputy Comptroller	Printed: _____
Milwaukee City Attorney Approval	
By:	
_____ GREGG C. HAGOPIAN Assistant City Attorney State Bar No. 1007373	
Date: _____	

Deleted: DPW Commissioner Jeff Mantes
Deleted: _____

CITY AND RACM AUTHENTICATION	DNR AUTHENTICATION
<p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of City and RACM above and below.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No. _____</p> <p>Date: _____, 2009</p>	<p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of DNR above.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No. _____</p> <p>Date: _____, 2009</p>

<u>RACM: REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE</u>	LANDLORD: DOA for STATE OF WISCONSIN
<p>By: _____</p> <p><u>Robert Rondini, Chair</u></p> <p>And By: _____</p> <p><u>David Misky, Asst. Exec. Director/Secretary</u></p>	<p>By: _____</p> <p>Name Printed: _____</p> <p>Countersigned:</p> <p>By: _____</p> <p>Name Printed: _____</p>

	<p align="center">LANDLORD AUTHENTICATION</p> <p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of LANDLORD above.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No. _____</p> <p>Date: _____, 2009</p>
<p>BREWERS: MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP</p>	<p>DISTRICT: SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT</p>
<p>By: _____</p> <p>Name Printed: _____</p> <p>_____</p> <p>Countersigned:</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>_____</p>	<p>By: _____</p> <p>Name Printed: _____</p> <p>Countersigned:</p> <p>By: _____</p> <p>Name Printed: _____</p>

BREWERS AUTHENTICATION	DISTRICT AUTHENTICATION
<p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of BREWERS above.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No.</p> <p>_____</p> <p>Date: _____, 2009</p>	<p>_____, as a member of the State Bar of Wisconsin, hereby authenticates the signatures of each of those signing on behalf of DISTRICT above.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>State Bar No. _____</p> <p>Date: _____, 2009</p>

EXHIBITS:

- A: Ground Lease Land – Legal Description
- B: Map
- C: Service Road Easement Area – Legal Description

~~Deleted: Plat~~

~~Deleted: D: [Service Road Easement Area – Legal Description]~~

EXHIBIT A

Ground Lease Land – Legal Description

[see attached]

EXHIBIT B

The Map

[see attached]

EXHIBIT C

Deleted: The Plat

Service Road Easement Area – Legal Description

[see attached]

Deleted: EXHIBIT D
Service Road Easement Area – Legal
Description
[see attached]

EXHIBIT A

GROUND LEASE LAND LEGAL DESCRIPTION

Parcel A:

All that part of Story's Subd. No. 2 and H. F. Story's Subdivision and Lands in the Southeast 1/4 and Southwest 1/4 of Section 28 and all that part of the Northeast 1/4 and the Northwest 1/4 of Section 35, all in Township 7 North, Range 21 East, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 28; thence North $01^{\circ}15'21''$ West (recorded as North $0^{\circ}18'$ West), 189.15 feet (recorded as 181.0 feet) along the west line of said Southeast 1/4 Section to point "X", to the Southerly and Easterly right of way lines of North Story Parkway (recorded as West Allis Parkway) as established by a line that is 150.00 feet (recorded as 150 feet) southerly and easterly of (as measured radially or at right angles to) and parallel with the northerly and westerly right of way lines of said Parkway, to the northerly and westerly lines of a parcel of land as described in a warranty deed from Albert L. Story, Marlon R. Story, and Alice L. Story to Milwaukee County in Volume 901 of Deeds on Pages 397 and 398 and recorded as Document No. 1100413 on July 1, 1921, to a non-tangent curve, and to

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A-1

24 of 48

the point of beginning of the following description: Thence Easterly, 592.70 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 972.86 feet and having a chord that bears North 84°47'01.5" East, 583.58 feet, to a point of compound curve; thence Northeasterly, 152.17 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 337.50 feet and having a chord that bears North 54°24'50.5" East, 150.88 feet, to a point of compound curve; thence Northeasterly, 295.82 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 643.42 feet and having a chord that bears North 28°19'21.5" East, 293.31 feet, to a point of compound curve; thence Northeasterly, 393.44 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the right having a radius of 1004.92 feet and having a chord that bears North 26°21'48.5" East, 390.93 feet, to a non-compound curve; thence Northeasterly, 431.55 feet along said right of way line, along the northerly and westerly lines of said parcel of land, and along the arc of a curve to the left having a radius of 939.49 feet and having a chord that bears North 24°19'14.5" East, 427.77 feet, to a non-tangent line; thence North 09°48'15" East, 35.72 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 05°40'18" East, 56.02 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 03°33'22" East, 75.23 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 02°17'15" East, 71.88 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 02°46'11" East, 64.08 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 03°28'40" East, 54.96 feet along said right of way line and along the northerly and westerly lines of said parcel of land; thence North 07°05'28" East, 60.58 feet along said right of way line and along the northerly and westerly lines of said parcel of land to Station XVII; thence North 76°39'52" East (recorded as South 76°40' West), 41.00 feet along the northerly line of said parcel of land to the easterly line of said parcel of land and to the easterly line of Bluff Park; thence South 03°25'52" West (recorded as North 3°26' East), 56.36 feet along the easterly line of said parcel of land and along the easterly line of said Bluff Park to a line that is parallel with the centerline of West Blue Mound Road and to the northerly line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County in Volume 2975 of Deeds on Pages 276 and 277 and recorded as Document No. 3084109 on January 23, 1952; thence North 85°09'44" East (recorded as East), 80.64 feet (recorded as 109.10 feet) along said parallel line and along the northerly line of said parcel of land to a line that is perpendicular to West Blue Mound Road; thence North 04°50'16" West (recorded as South), 40.00 feet along said perpendicular line and along the northerly line of said parcel of land to a line that is 293.46 feet south of (as measured at right angles to) and parallel with the centerline of West Blue Mound Road; thence North 85°09'44" East (recorded as West), 167.31 feet along said parallel line and along the northerly line of said parcel of land to the northerly line of a parcel of land as described in a quitclaim deed from Exton Realty Company to Milwaukee County in Volume 3966 of Deeds on Page 519 and recorded as Document No. 3775815 on November 13, 1959; thence North 73°59'30" East (recorded as Northeasterly), 206.15 feet along the northerly line of said parcel of land to the west line of a parcel of land as described in a quitclaim deed from the State of Wisconsin (State Highway Commission) to Milwaukee County in Volume 3798 of Deeds on Page 543 and recorded as Document No. 3646162 on March 27, 1958; thence North 01°37'30" West (recorded as North 0°38' West), 220.41 feet along the west line of said parcel of land and along a line that is parallel

A-2

25 of 48

with the east line of said Southeast 1/4 Section to the south right of way line of West Blue Mound Road; thence North 85°08'44" East (recorded as North 86°08' East), 298.00 feet along said south right of way line and along the north line of said parcel of land to a line that is 610.75 (recorded as 610.65 feet) west of (as measured at right angles to) and parallel with the east line of said Southeast 1/4 Section; thence South 01°37'30" East (recorded as South 0°38' East), 167.77 feet along the east line of said parcel of land and along said parallel line to the northeasterly line of a vacated part of West Clybourn Street as vacated on December 21, 1958 by City of Milwaukee Common Council Resolution 59-1066-d on Page 2113 of Common Council Proceedings; thence South 61°46'54" East, 51.88 feet along the northeasterly line of said vacated street to the south right of way line of West Clybourn Street and to the northerly line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County as Item (J-8819) in Volume 3535 of Deeds on Page 32 and recorded as Document No. 3464464 on January 30, 1955; thence North 88°08'30" East, 95.16 feet along said northerly line and along said south right of way line to the east line of said parcel of land; thence South 01°37'30" East, 117.09 feet (recorded as 117.05 feet) along the east line of said parcel of land to the north line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County in Volume 2975 of Deeds on Pages 276 and 277 and recorded as Document No. 3084109 on January 23, 1952; thence North 88°08'30" East (recorded as West), 236.46 feet along the north line of said parcel of land to the southeast corner of BLUE MOUND COURT, a recorded subdivision, to the easterly line of said parcel of land, to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement; thence South 12°43'05" West (recorded as Northeasterly), 11.32 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 18°18'56" West, 130.17 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 04°57'43" East (recorded as North 3°15' West), 334.31 feet along the easterly line of said parcel of land, along said westerly right of way line, and along the easterly line of STORY'S SUBDIVISION NO. 2, a recorded subdivision, as described in a quitclaim deed from the City of Milwaukee to Milwaukee County as Item (J-8696) in Volume 3535 of Deeds on Page 32 and recorded as Document No. 3464464 on January 30, 1955; thence South 04°32'36" East (recorded as North 3°15' West), 703.40 feet along said westerly right of way line, along the easterly line of said parcel of land, and along the easterly line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision; thence South 10°12'24" East (recorded as North 8°55' West), 450.04 feet along said westerly right of way line and along the easterly line of said H. F. STORY'S SUBDIVISION; thence South 11°17'35" East (recorded as North 8°55' West), 96.63 feet along said westerly right of way line and along said easterly line of H. F. STORY'S SUBDIVISION to the south line of said Southeast 1/4 Section and to the north line of a parcel of land as described in a quitclaim deed from the Deputy Administrator of Veterans Affairs to Milwaukee County as Parcel No. 2 in Volume 2698 of Deeds on Pages 479 and 480 and recorded as Document No. 2911755 on January 11, 1950; thence North 88°43'07" East (recorded as West), 60.93 feet along said south line and along the north line of said parcel of land to the easterly line of said parcel of land, to the easterly right of way line of South 44th Street as described in said Volume 4 and in said Volume 1, to the easterly right of way line of South 44th Street as established by the field location of the existing pavement, and to a point that is South 88°43'07" West (recorded as West), 81.76 feet (recorded as 83.65 feet) from the southeast corner of said Southeast 1/4 Section as measured along said south line; thence South 11°17'35" East (recorded as North 10°05' West), 478.07 feet (recorded as

A-3

26 of 48

485.74 feet) along the easterly line of said parcel of land and along said easterly right of way line and the southeasterly extension thereof to the east line of above said Northeast 1/4 of Section 35 and to a point that is South 01°26'46" East, 470.79 feet from the northeast corner of said Northeast 1/4 Section as measured along the east line of said Northeast 1/4 Section; thence South 01°26'46" East (recorded as North 0°10' West), 2049.82 feet (recorded as 2043.70 feet) along the easterly line of said parcel of land and along said east line to the southerly line of said parcel of land, to the northerly line of the Canadian Pacific Railway right of way and to a point that is North 01°26'46" West, 134.68 feet from the southeast corner of said Northeast 1/4 Section as measured along said east line; thence North 79°45'43" West (recorded as North 78°27'10" West), 1014.91 feet along the southerly line of said parcel of land, along said northerly right of way line, and along the southerly line of a parcel of land as described in a quitclaim deed from the Administrator of Veterans Affairs to Milwaukee County in Volume 3422 of Deeds on Page 36 and recorded as Document No. 3385060 on April 19, 1955; thence North 08°22'46" West (recorded as North 7°04'13" West), 362.18 feet along the westerly line of said parcel of land; thence South 88°31'26" West (recorded as South 89°50' West), 112.20 feet along the westerly line of said parcel of land; thence North 31°48'13" West (recorded as North 30°29'40" West), 887.52 feet along the westerly line of said parcel of land; thence North 72°48'13" West (recorded as North 71°29'40" West), 138.93 feet along the westerly line of said parcel of land; thence North 87°14'08" West (recorded as North 85°55'35" West), 140.43 feet along the westerly line of said parcel of land; thence South 63°01'45" West (recorded as South 64°20'19" West), 136.40 feet along the westerly line of said parcel of land; thence South 51°18'10" West (recorded as South 52°36'43" West), 154.81 feet along the westerly line of said parcel of land; thence North 63°37'48" West (recorded as North 62°19'15" West), 437.01 feet along the westerly line of said parcel of land; thence North 48°59'05" West (recorded as North 47°40'32" West), 226.15 feet (recorded as 227.23 feet) along the westerly line of said parcel of land; thence North 31°42'35" West (recorded as North 30°26'19" West), 623.69 feet (recorded as 623.02 feet) along the westerly line of said parcel of land to the westerly line of a parcel of land as described in a deed of easement (highway easement) from the Administrator of Veterans Affairs to Milwaukee County as Parcels 1 and 2 in Volume 3869 of Deeds on Page 79 and recorded as Document No. 3695099 on October 31, 1958 and as shown as Parcels 9 and 8, respectively, on the Plat of Right of Way Required for Project UI 5725 (3) as prepared by the Milwaukee County Expressway Commission and last dated 2-21-72; thence continuing North 31°42'35" West (recorded as North 30°26'19" West), 97.27 feet along the westerly line of said parcel of land recorded in Document No. 3695099 to the southerly line of said parcel of land; thence South 78°41'08" West (recorded as South 79°57'24" West), 300.01 feet along the southerly line of said parcel of land; thence South 80°32'00" West (recorded as South 81°48'16" West), 330.41 feet along the southerly line of said parcel of land to an angle point in the southerly line of above said parcel of land recorded in Document No. 3385060; thence South 85°50'10" West (recorded as South 87°06'26" West), 316.52 feet (recorded as 315.99 feet) along the southerly line of said parcel of land recorded in Document No. 3695099 to the west line of the East 1/2 of said Northwest 1/4 Section; thence North 01°26'50" West (recorded as North 0°5'30" West), 15.12 feet along the westerly line of said parcel of land recorded in Document No. 3695099 and along said west line to the westerly line of said parcel of land recorded in Document No. 3385060; thence continuing North 01°26'50" West (recorded as North 0°5'30" West), 105.11 feet (recorded as 105.52 feet) along the westerly line of said parcel of land recorded in Document No. 3385060 and along said west line to a non-tangent curve and to the northerly line of said parcel of land recorded in Document No. 3385060; thence Easterly, 546.75 feet (recorded as 546.71 feet) along the northerly line of said parcel of land and along the arc of a curve to the left

A-4

27 of 48

having a radius of 3500.00 feet and having a chord that bears North 79°50'17.5" East (recorded as North 81°06'39" East), 546.18 feet (recorded as 546.18 feet); thence North 60°43'00" East (recorded as North 61°59'22" East), 635.87 feet (recorded as 635.05 feet) along the northerly line of said parcel of land to a point in the East right of way line of Mitchell Boulevard; thence North 01°42'08" East (recorded as North 2°58'30" East), 235.00 feet along the west line of said parcel of land and along said east right of way line to a non-tangent curve; thence Easterly, 210.04 feet along the northerly line of said parcel of land and along the arc of a curve to the right having a radius of 405.00 feet and having a chord that bears South 89°40'27.5" East (recorded as South 88°24'06" East), 207.70 feet, to the east line of the above said Southwest 1/4 of Section 26; thence South 01°15'21" East (recorded as South 0°01' West), 109.08 feet along the east line of said parcel of land and along said east line to the point of beginning.

Also, including: All that part of the Northeast 1/4 and the Southeast 1/4 of Section 35, Town 7 North, Range 21 East, City of Milwaukee and Village of West Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Northeast 1/4 Section; thence North 01°27'38" West (recorded as North), 32.56 feet (recorded as 32.70 feet) along the east line of said Northeast 1/4 Section to the south line of the Canadian Pacific Railway right of way; thence North 79°45'43" West (recorded as North 78°15' West), 471.28 feet (recorded as 471.24 feet) along said south right of way line to the centerline of South Harnischfeger Avenue, to the northeast corner of a parcel of land as described in a quitclaim deed from the Deputy Administrator of Veterans Affairs to Milwaukee County as Parcel No. 1 in Volume 2698 of Deeds on Pages 479 and 480 and recorded as Document No. 2911755 on January 11, 1950, and to the point of beginning of the following description: Thence South 01°31'14" East (recorded as South), 524.04 feet along said centerline and along the easterly line of said parcel of land to a point being 481.34 feet west of (as measured at right angles to) the east line of said Southeast 1/4 of Section 35; thence South 00°41'21" West (recorded as South 2°15' West), 868.00 feet (recorded as 867.00 feet) along said centerline and along the easterly line of said parcel of land to the centerline of West National Avenue; thence South 75°17'53" West (recorded as South 76°44'50" West), 578.87 feet along said centerline and along the southerly line of said parcel of land; thence North 00°41'21" East (recorded as North 2°15' East), 334.22 feet along a line that is parallel to the centerline of said South Harnischfeger Avenue and along the westerly line of said parcel of land; thence North 75°17'53" East (recorded as North 76°44'50" East), 225.02 feet (recorded as 225.28 feet) along a line that is parallel with the centerline of West National Avenue and along the northerly line of said parcel of land to a point of curve; thence Northeasterly, 303.41 feet (recorded as 302.95 feet) along said parallel line, along the northerly line of said parcel of land, and along the arc of a curve to the left having a radius of 233.00 feet and having a chord that bears North 37°59'37" East (recorded as North 39°29'55" East), 282.42 feet (recorded as 282.06 feet) to a point of tangent and to a line that is 170.00 feet West of (as measured at right angles to) and parallel with the centerline of said South Harnischfeger Avenue; thence North 00°41'21" East (recorded as North 2°15' East), 399.80 feet (recorded as 399.39 feet) along said parallel line and along the westerly line of said parcel of land; thence North 01°31'14" West (recorded as North), 556.13 feet (recorded as 556.06 feet) along said parallel line and along the westerly line of said parcel of land to the south line of the Canadian Pacific Railway right of way; thence South 79°45'43" East (recorded as South 78°15' East), 173.64 feet along said south line and along the northerly line of said parcel of land to the point of beginning.

A-5

28 of 48

Excepting therefrom: All that part of the Northeast 1/4 of Section 35, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said Northeast 1/4 Section; thence South $88^{\circ}43'07''$ West (recorded as West), 179.25 feet (recorded as 181.06 feet) along the north line of said Northeast 1/4 Section to a line that is 35.00 feet westerly of (as measured at right angles to) and parallel with the westerly right of way line of South 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Waumatawa Town road Record, and as established by the field location of the existing pavement; thence South $11^{\circ}17'35''$ East (recorded as Southeasterly), 38.59 feet (recorded as 38.48 feet) along said parallel line to a line that is 38.00 feet south of (as measured at right angles to) and parallel with the north line of said Northeast 1/4 Section, to the northeast corner of the Menomonee Valley Booster Station Site as described in a quitclaim deed from the Administrator of Veterans Affairs to the City of Milwaukee in Volume 3565 of Deeds on Pages 90 to 92 and recorded as Document No. 3485458 on April 23, 1956., and to the point of beginning of the following description: Thence continuing South $11^{\circ}17'35''$ East (recorded as Southeasterly), 450.00 feet along said line that is parallel with said westerly right of way line and along the easterly line of said site to the southeast corner of said site; thence South $88^{\circ}43'07''$ West (recorded as west), 367.58 feet along a line that is parallel with the north line of said Northeast 1/4 Section and along the south line of said site to the easterly line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County in Volume 3648 of Deeds on Pages 620 and 621 and recorded as Document No. 3543635 on December 4, 1956; thence North $11^{\circ}17'35''$ West (recorded as Northwesterly), 303.82 feet along the easterly line of said parcel of land and along a line that is parallel to said westerly right of way line of South 44th Street to a point of curve; thence Northeasterly, 102.93 feet (recorded as 102.93 feet) along the easterly line of said parcel of land and along the arc of a curve to the right having a radius of 94.76 feet and having a chord that bears North $19^{\circ}49'30.5''$ East (recorded as North $21^{\circ}04'47''$ East), 97.94 feet (recorded as 97.99 feet), to a non-tangent line; thence North $01^{\circ}18'53''$ West (recorded as North), 52.58 feet (recorded as 52.50 feet) along the easterly line of said parcel of land and along a line that is perpendicular to the north line of said Northeast 1/4 Section to a line that is 38.00 feet south of (as measured at right angles to) and parallel with the north line of said Northeast 1/4 Section and to the north line of the above said Menomonee Valley Booster Station Site; thence North $88^{\circ}43'07''$ East, 307.00 feet along said parallel line and along the north line of said site to the point of beginning.

Also, excepting therefrom: All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 3092 of Deeds, Page 320, Document No. 3159487, November 26, 1952
Volume 3099 of Deeds, Page 541, Document No. 3164369, December 17, 1952
Volume 3099 of Deeds, Page 543, Document No. 3164370, December 17, 1952
Volume 3099 of Deeds, Page 545, Document No. 3164371, December 17, 1952
Volume 3099 of Deeds, Page 547, Document No. 3164372, December 17, 1952
Volume 3099 of Deeds, Page 550, Document No. 3164373, December 17, 1952
Volume 3097 of Deeds, Page 450, Document No. 3162948, December 10, 1952
Volume 3068 of Deeds, Page 631, Document No. 3145028, October 2, 1952

A-6

29 of 48

Volume 3075 of Deeds, Page 463, Document No. 3149330, October 17, 1952
Volume 3126 of Deeds, Page 345, Document No. 3181975, March 10, 1953
Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1955
(vacation of North 46th Street)

Now more particularly bounded and described as follows:

Commencing at the southeast corner of said of said Southeast 1/4 Section; thence South 88°43'07" West (recorded as East), 142.69 feet (recorded as 144.00 feet) along the south line of said Southeast 1/4 Section to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement to the southeast corner of Lot 7 of the SECOND RECORDING OF W. F. STORY'S SUBDIVISION, a recorded subdivision, and to the point of beginning of the following description: Thence continuing South 88°43'07" West (recorded as East), 744.46 feet along the south line of said Southeast 1/4 Section and along the south line of said subdivision to the centerline of vacated North 46th Street; thence North 03°27'07" East (recorded as North 4°44' East), 232.34 feet along said centerline to the westerly extension of the north line of Lot 5 in said subdivision; thence North 88°43'07" East (recorded as East), 548.25 feet (recorded as 548.45 feet) along said north lot line to the northeast corner of said lot and to the west line of Lot 8 of said subdivision; thence North 01°18'53" West (recorded as North), 77.17 feet along said west lot line and along the west line of Lot 9 of said subdivision to the southerly line of a parcel of land as described in a quitclaim deed from Wisconsin Electric Power Company to Milwaukee County as Parcel 17 in Volume 3760 of Deeds on Pages 74 and 75 and recorded as Document No. 3619880 on November 6, 1957; thence North 79°14'19" East (recorded as South 80°56' West), 125.18 feet (recorded as 127.28 feet) along the southerly line of said parcel of land to the easterly line of said Lot 9 and to said westerly right of way line of North 44th Street; thence South 10°12'24" East (recorded as North 8°55' West), 237.05 feet along the easterly line of said Lots 9, 8, and 7 and along said westerly right of way line; thence South 11°17'35" East (recorded as North 8°55' West), 96.62 feet along the easterly line of said Lot 7 and along said westerly right of way line to the point of beginning.

Also, excepting therefrom: All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 3058 of Deeds, Page 158, Document No. 3139012, September 5, 1952
Volume 3065 of Deeds, Page 472, Document No. 3142931, September 25, 1952
Volume 3079 of Deeds, Page 437, Document No. 3151520, October 27, 1952
Volume 3086 of Deeds, Page 419, Document No. 3156018, November 12, 1952
Volume 3119 of Deeds, Page 285, Document No. 3177180, February 17, 1953
Volume 3119 of Deeds, Page 287, Document No. 3177181, February 17, 1953
Volume 3080 of Deeds, Page 385, Document No. 3152134, October 28, 1952
Volume 3078 of Deeds, Page 593, Document No. 3150972, October 24, 1952
Volume 3119 of Deeds, Page 410, Document No. 3177303, February 18, 1953
Volume 3286 of Deeds, Page 633, Document No. 3293386, May 11, 1954
Volume 3085 of Deeds, Page 635, Document No. 3155531, November 10, 1952
Volume 3085 of Deeds, Page 231, Document No. 3155099, November 7, 1952
Volume 3065 of Deeds, Page 470, Document No. 3142930, September 25, 1952
Volume 3079 of Deeds, Page 435, Document No. 3151518, October 27, 1952
Volume 3058 of Deeds, Page 295, Document No. 3136774, August 29, 1952

A-7

300648

Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1956
(vacation of North 46th Street)

Now more particularly bounded and described as follows:

Commencing at the southeast corner of said of said Southeast 1/4 Section; thence South 88°43'07" West (recorded as East), 887.16 feet along the south line of said Southeast 1/4 Section and along the south line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision, to the centerline of vacated North 46th Street; thence North 03°27'07" East (recorded as North 4°44' East), 416.64 feet along said centerline to the northerly line of a parcel of land as described in a quitclaim deed from Wisconsin Electric Power Company to Milwaukee County as Parcel 17 in Volume 3760 of Deeds on Pages 74 and 75 and recorded as Document No. 3619880 on November 6, 1957 and to the point of beginning of the following description: Thence continuing North 03°27'07" East (recorded as North 4°44' East), 22.35 feet along said centerline; thence North 08°33'07" East (recorded as North 9°50' East), 117.50 feet along said centerline to the centerline of vacated West Park Hill Avenue; thence North 88°43'07" East, 511.14 feet along said centerline to the northerly extension of the west line of a parcel of land as described in a quitclaim deed from the City of Milwaukee to Milwaukee County as item (J-8801) in Volume 3535 of Deeds on Page 32 and recorded as Document No. 3464484 on January 30, 1956; thence South 01°16'53" East, 72.11 feet along the west line of said parcel of land to the northerly line of the above said parcel of land recorded as Document No. 3619880; thence South 79°24'55" West (recorded as North 80°56' East), 142.47 feet along said northerly line to the east line of a parcel of land as described in a quitclaim deed from John A. and Rosalie Juszczak to the State of Wisconsin in Volume 3286 of Deeds on Page 633 and recorded as Document No. 3293386 on May 11, 1954; thence South 01°16'53" East (recorded as North), 109.86 feet along said northerly line and along said east line to the southeast corner of said parcel of land recorded as Document No. 3293386; thence South 88°43'07" West (recorded as East), 35.00 feet along said northerly line and along the south line of said parcel of land recorded as Document No. 3293386 to the southwest corner of said parcel of land; thence North 01°16'53" West (recorded as South), 104.13 feet along said northerly line and along the west line of said parcel of land recorded as Document No. 3293386; thence South 79°24'55" West (recorded as North 80°56' East), 192.53 feet (recorded as 192.89 feet) along said northerly line to a point in the east line of Lot 2 of said subdivision that is 18 feet north of the southeast corner of said lot as measured along said east lot line; thence North 01°16'53" West (recorded as South), 12.00 feet along said northerly line and along said east lot line to a point that is 30 feet north of said southeast corner as measured along said east lot line; thence South 82°34'09" West (recorded as Northeasterly), 168.42 feet along said northerly line to the point of beginning.

Also, excepting therefrom: All that part of the Northeast 1/4 and the Northwest 1/4 of Section 35 and the Southwest 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin, formerly described in the following document:

Volume 3422 of Deeds, Page 36, Document No. 3385060, April 19, 1955.

Now more particularly bounded and described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of said Section 35; thence South 01° 28' 12" East (recorded as South 0° 11' East), 400.00 feet along the West line of said Northeast 1/4 Section and along the Easterly line of the above said parcel of land recorded in Document No. 3385060; thence North 88° 43' 07" East

A-8

31 of 48

(recorded as East), 429.70 feet along a line that is parallel to the North line of said Northeast 1/4 Section and along the Easterly line of said parcel of land; thence South 26° 16' 33" East (recorded as South 24° 59' 40" East), 300.00 feet along the Easterly line of said parcel of land; thence South 32° 46' 33" East (recorded as South 31° 29' 40" East), 300.00 feet along the Easterly line of said parcel of land; thence South 39° 46' 33" East (recorded as South 38° 29' 40" East), 169.46 feet along the Easterly line of said parcel of land; thence South 72° 46' 33" East (recorded as South 71° 29' 40" East), 369.84 feet along the Easterly line of said parcel of land; thence South 31° 46' 33" East (recorded as South 30° 29' 40" East), 791.34 feet along the Easterly line of said parcel of land; thence North 88° 33' 07" East (recorded as North 89° 50' East), 411.85 feet along the Easterly line of said parcel of land; thence South 01° 26' 53" East (recorded as South 0° 10' East), 523.42 feet (recorded as 524.54 feet) along the Easterly line of said parcel of land to the Northerly line of the Canadian Pacific Railway railroad right of way and to the Southerly line of said parcel of land; thence North 79° 45' 43" West (recorded as North 78° 27' 10" West), 320.13 feet along said Northerly right of way line and along the Southerly line of said parcel of land to the Westerly line of said parcel of land; thence North 08° 22' 46" West (recorded as North 70° 4' 13" West), 362.19 feet along the Westerly line of said parcel of land; thence South 88° 31' 26" West (recorded as South 89° 50' West), 112.20 feet along the Westerly line of said parcel of land; thence North 31° 48' 13" West (recorded as North 30° 29' 40" West), 887.52 feet along the Westerly line of said parcel of land; thence North 72° 48' 13" West (recorded as North 71° 29' 40" West), 138.93 feet along the Westerly line of said parcel of land; thence North 87° 14' 08" West (recorded as North 85° 55' 35" West), 140.43 feet along the Westerly line of said parcel of land; thence South 63° 01' 45" West (recorded as South 64° 20' 19" West), 136.40 feet along the Westerly line of said parcel of land; thence South 51° 18' 10" West (recorded as South 52° 36' 43" West), 154.81 feet along the Westerly line of said parcel of land; thence North 63° 37' 48" West (recorded as North 62° 19' 15" West), 437.01 feet along the Westerly line of said parcel of land; thence North 48° 58' 51" West (recorded as North 47° 40' 32" West), 226.15 feet (recorded as 227.23 feet) along the Westerly line of said parcel of land; thence North 31° 42' 35" West (recorded as North 30° 26' 19" West), 623.69 feet (recorded as 623.02 feet) along the Westerly line of said parcel of land; thence North 01° 27' 16" West (recorded as North 00° 11' 00" West), 103.34 feet along the Westerly line of said parcel of land; thence South 78° 41' 08" West (recorded as South 79° 57' 24" West), 690.46 feet (recorded as 690.84 feet) along the Westerly line of said parcel of land; thence South 88° 33' 52" West (recorded as South 89° 51' West), 316.55 feet (recorded as 315.62 feet) along a line that is parallel with the North line of said Northwest 1/4 Section and along the Westerly line of said parcel of land to the West line of the East 1/2 of said Northwest 1/4 Section; thence North 01° 26' 50" West (recorded as North 0° 5' 30" West), 105.11 feet (recorded as 105.52 feet) along said West line and along the Westerly line of said parcel of land to a non-tangent curve and to the Northerly line of said parcel of land; thence Easterly, 546.74 feet (recorded as 546.7 feet) and to the left along the Northerly line of said parcel of land and along the arc of a curve having a radius of 3500.00 feet and having a chord which bears North 79° 50' 17.5" East (recorded as North 81° 06' 39" East), 546.19 feet (recorded as 546.18), to a non-tangent line; thence North 60° 43' 00" East (recorded as North 61° 59' 22" East), 635.87 feet (recorded as 635.05 feet) along the Northerly line of said parcel of land to the East line of Mitchell Boulevard; thence North 01° 42' 08" East (recorded as North 2° 58' 30" East), 235.00 feet along the Northerly line of said parcel of land and along the East right of way line of Mitchell Boulevard to a non-tangent curve (recorded as the Westerly extension of the centerline of Story Parkway); thence Easterly, 210.04 feet and to the right along the Northerly line of said parcel of land and along the arc of a curve having a radius of 405.00 feet and

A-9

32 of 48

having chord which bears South 89° 40' 27.5" East (recorded as South 88° 24' 06" East), 207.69 feet, to the East line of said Southwest 1/4 Section and to the Easterly line of said parcel of land; thence South 01° 15' 21" East (recorded as South 0° 01' West), 298.22 feet along said East line and along the Easterly line of said parcel of land to the point of beginning.

Also, excepting therefrom: All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 2975 of Deeds, Page 276, Document No. 3084109, January 23, 1952.
Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1955
(that part of vacated North 46th Street west of the centerline).

Now more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 26; thence South 88°43'07" West, 142.69 feet along the south line of said Southeast 1/4 Section to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement and to the easterly line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision; thence North 11°17'35" West (recorded as North 8°55' West), 96.62 feet along said westerly right of way line and along said easterly line; thence North 10°12'24" West (recorded as North 8°55' West), 450.04 feet along said westerly right of way line and along said easterly line; thence North 04°32'36" West (recorded as North 3°15' West), 703.40 feet along said westerly right of way line and along the easterly line of STORY'S SUBDIVISION NO. 2, a recorded subdivision; thence North 04°57'43" West (recorded as North 3°15' West), 148.57 feet along said westerly right of way line and along said easterly line to a point in the easterly line of said parcel of land as described in said Document No. 3084109, to the northeast corner of said STORY'S SUBDIVISION NO. 2, and to the point of beginning of the following description: Thence South 88°43'07" West (recorded as East), 116.55 feet (recorded as 120 feet) along the north line of Block 1 of said subdivision and along the easterly line of said parcel of land to the northwest corner of said Block 1; thence South 01°16'53" East (recorded as North), 120.00 feet along the west line of said Block 1 and along the easterly line of said parcel of land to the southwest corner of said Block 1; thence South 88°43'07" West (recorded as East), 157.25 feet along the north right of way line of vacated West St. Paul Avenue and along the easterly line of said parcel of land to the west right of way line of vacated North 45th Street; thence South 01°16'53" East (recorded as North), 240.00 feet along said west right of way line and along the easterly line of said parcel of land to the northeast corner of Block 3 of said subdivision; thence South 88°43'07" West (recorded as East), 284.00 feet along the north line of said Block 3 and along the easterly line of said parcel of land to the centerline of vacated North 46th Street; thence South 01°16'53" East (recorded as North), 510.66 feet along said centerline and along the easterly line of said parcel of land; thence South 08°33'07" West (recorded as North 9°50' East), 83.44 feet along said centerline; thence South 03°27'07" West (recorded as North 4°44' East), 46.68 feet along said centerline to the northerly line of Parcel No. 18 as described in Volume 3760 of Deeds on Page 76 and recorded as Document No. 3619880; thence South 80°38'09" West, 875.30 feet along the northerly line of said Parcel 18 and along the southerly line of said parcel of land described in Document No. 3084109 to the easterly line of Bluff Park as described in Volume 901 of Deeds on Page 397 and recorded as Document

A-10

33 of 48

No. 1100413 and to the westerly line of said parcel of land described in Document No. 3084109; thence North 35°12'27" East, 6.91 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 33°06'27" East, 45.65 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 27°10'26" East, 50.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 25°41'18" East, 50.04 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 22°32'18" East, 50.01 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 20°14'59" East, 50.08 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 15°25'41" East, 50.49 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 19°58'40" East, 58.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 46°48'52" East, 390.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 31°49'08" West, 301.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 03°25'52" East, 461.64 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land to the northerly line of said parcel of land and to a line that is parallel with the centerline of West Blue Mound Road; thence North 85°08'44" East (recorded as west), 80.64 feet (recorded as 109.10 feet) along said parallel line and along the northerly line of said parcel of land to a line that is perpendicular to West Blue Mound Road; thence North 04°50'16" West (recorded as South), 40.00 feet along the northerly line of said parcel of land and along said perpendicular line to a line that is 293.46 feet south of (as measured at right angles to) and parallel with the centerline of West Blue Mound Road; thence North 85°08'44" East (recorded as West), 685.31 feet along the northerly line of said parcel of land and along said parallel line; thence South 01°37'30" East (recorded as north), 50.45 feet along said northerly line and along a line that is parallel to the east line of said Southeast 1/4 Section to a point that is 343.91 feet south of (as measured at right angles to) the centerline of West Blue Mound Road and 610.75 feet west of (as measured at right angles to) the east line of said Southeast 1/4 Section; thence North 88°08'30" East (recorded as West), 376.62 feet (recorded as 370.67 feet) along the northerly line of said parcel of land to the southeast corner of BLUE MOUND COURT, a recorded subdivision, to the easterly line of said parcel of land, and to the above said westerly right of way line of North 44th Street; thence South 12°43'05" West (recorded as northeasterly), 11.32 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 18°18'56" West (recorded as northeasterly), 130.17 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 04°57'43" East (recorded as north), 185.74 feet (recorded as 185.88 feet) along the easterly line of said parcel of land and along said westerly right of way line to the point of beginning.

Also excepting therefrom the buildings and improvements located thereon.

Tax Key Nos.: 437-9998-3
422-9994-8
422-9997-5
421-9931-8
403-9998-5
403-9994-100-X

A-11

34 of 48

PARCEL D:

All that part of the Northwest 1/4, Northeast 1/4, Southeast 1/4, and Southwest 1/4, of the Northwest 1/4 of Section 35, Town 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4; thence South 01° 26' 45" East, 25.00 feet along the West line of said Northwest 1/4 Section to a line that is 25.00 feet South of (as measured at right angles to) and parallel with the North line of said Northwest 1/4 Section, to the North line of a parcel of land as described in Reel 3258 on Image 655 and recorded as Document No. 6928678, and to the point of beginning of the following description; thence North 88° 38' 42" East, 231.35 feet along said parallel line to the centerline of the Menomonee River; thence North 08° 57' 31" West along said centerline to the North line of said Northwest 1/4 Section; thence North 88° 38' 42" East 336.96 feet along said North line to the Southerly right of way line of the Canadian Pacific Rail System as established by Patrick L. Worden, Registered Land Surveyor S-1196, by a Plat of Survey by Aero-Metric Engineering, Inc. for C.M.C. Real Estate Corporation and dated April 27, 1990 and to a non-tangent curve; thence Southeasterly, 235.42 feet along said Southerly right of way line and along the arc of a curve to the left having a radius of 1,257.63 feet and having a chord that bears South 63° 52' 44" East 235.08 feet and to a line that is 15.00 feet West of (as measured at right angles to) and parallel with the West side of the existing wheel shop building; thence South 01° 40' 31" East, 199.80 feet along said parallel line; thence North 88° 17' 58" East 516.46 feet to a line passing through the Southeast corner of said existing wheel shop building and to a point that is North 88° 38' 42" East, 1388.85 feet, as measured along the North line of said Northwest 1/4 Section, and South 01° 42' 02" East 304.55 feet, as measured along said line passing through the Southeast corner of said wheel shop, from the Northwest corner of said Northwest 1/4 Section; thence South 01° 42' 02" East along said line 1205.26 feet to the Northerly line of the Wisconsin Department of Administration Property as described in Reel 1655 on Images 797 to 810 and recorded as Document No. 5730037; thence South 88° 09' 07" West (recorded as South 88° 10' 24" West) 690.15 feet, along said Northerly line; thence South 34° 33' 25" West (recorded as South 34° 34' 43" West) 136.64 feet along said Northerly line; thence South 88° 11' 01" West (recorded as South 88° 12' 18" West), 291.81 feet along said Northerly line, to the centerline of the Menomonee River; thence South 08° 19' 36" East, 150.33 feet along said centerline; thence South 07° 40' 38" East, 139.66 feet along said centerline; thence South 15° 13' 37" East, 168.10 feet along said centerline; thence North 68° 27' 48" West, 127.33 feet; thence North 51° 30' 38" West, 298.94 feet to the Easterly line of Parcel 1 of Certified Survey Map (C.S.M.) No. 2655 as shown in Reel 882 on Image 1043 and recorded as Document No. 4950640 and to a non-tangent curve; thence Northwestarily 8.71 feet along said Easterly line and along the arc of a curve to the right having a radius of 3,829.51 feet and having a chord that bears North 11° 11'

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A-12

35 of 48

54° West, 6.71 feet, to the Northeast corner of said C.S.M.; thence South 84° 25' 01" West (recorded as 84° 28' 34" West), 59.10 feet along the North line of said Parcel 1 to the Northwest corner of said C.S.M. and to the West line of the Northwest 1/4 of said Section 36; thence North 01° 26' 45" West, 1811.68 feet along said West line to the point of beginning.

EXCEPTING THEREFROM that part thereof described in Quit Claim Deed recorded as Document No. 7469539.

FURTHER EXCEPTING THEREFROM all that part thereof, bounded and described as follows: Commencing at the Southwest corner of said Northwest 1/4; thence North 01° 28' 46" West, 818.63 feet along the West line of said Northwest 1/4 Section and along the West line of Certified Survey Map No. 2655 as shown in Reel 882 on Image 1043, and recorded as Document No. 4950640 to the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 84° 25' 01" East (recorded as South 84° 26' 34" West), 59.10 feet along the North line of said Parcel 1 to the Northeast corner of said Parcel 1, to a non-tangent curve, and to the point of beginning; thence Southeasterly 6.71 feet and to the left along the Easterly line of said Parcel 1 and along the arc of a curve having a radius of 3,829.51 feet and having a chord that bears South 11° 11' 04" East, 6.71 feet, to a non-tangent line; thence South 51° 30' 38" East, 298.94 feet; thence South 68° 27' 48" East, 127.33 feet to the centerline of the Menomonee River; thence North 15° 13' 37" West, 164.15 feet along said centerline to the Southerly right of way line of South Access Road, to a line that is 77.00 feet Southerly of (as measured at right angles to) and parallel with the West Bound Reference Line for South Access Road, and to a non-tangent curve; thence Northwestarily, 324.41 feet and to the left along said Southerly right of way line and along the arc of a curve having a radius of 911.93 feet and having a chord that bears North 74° 46' 00.5" West, 322.70 feet, to the Northerly extension of said Easterly line of Parcel 1 and to a non-tangent curve; thence Southeasterly, 3.887 feet and to the left along said Northerly extension and along the arc of a curve having a radius of 3,829.51 feet and having a chord that bears South 11° 07' 09" East, 3.86 feet, to the point of beginning.

Tax Key No. 423-9999-017-8

PARCEL E:

All that part of the Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 36, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4 Section; thence North 88° 38' 42", East 1388.85 feet along the North line of said Northwest 1/4 Section to a line passing through the Southeast corner of existing wheel shop; thence South 01° 42' 02" East, 1509.81 feet along said line to the Northerly line of the Wisconsin Department of Administration Property as described in Reel 1655, on Images 797 to 810 and recorded as Document No. 5730037 and to the point of beginning of the following description; thence continuing South 01° 42' 02" East, 1028 feet, more or less, along said line passing through the Southeast corner of the existing wheel shop to the centerline of the Menomonee River; thence Westerly and Northwesterly, 1215 feet, more or less, along said centerline; thence North 15° 13' 37" West, 168.10 feet along said centerline; thence North 07° 40' 39" West, 139.66 feet along said centerline; thence North 08° 19' 36" West, 150.33 feet along said centerline to said Northerly line of the Wisconsin Department of Administration Property; thence North 88° 11' 01" East (recorded as South 88° 12' 18" West), 291.81 feet, along said Northerly line; thence North 34° 33' 25" East (recorded as South 34° 34' 43" West) 136.64 feet along said Northerly line; thence North 88° 09' 07" East (recorded as South 88° 10' 24" West) 690.15 feet, along said Northerly line to the point of beginning.

A-13

36 of 48

Tax Key No. 423-9999-130-1

ADDRESS: 554 S. 44th Street

A-14

37 of 48

Parcel F:

All that part of the Northeast 1/4 and the Northwest 1/4 of Section 35 and the Southwest 1/4 of Section 28, Township 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin, formerly described in the following document:

Volume 3422 of Deeds, Page 36, Document No. 3385060, April 19, 1955.

Now more particularly bounded and described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of said Section 35; thence South 01° 28' 12" East (recorded as South 0° 11' East), 400.00 feet along the West line of said Northeast 1/4 Section and along the Easterly line of the above said parcel of land recorded in Document No. 3385060; thence North 88° 43' 07" East (recorded as East), 429.70 feet along a line that is parallel to the North line of said Northeast 1/4 Section and along the Easterly line of said parcel of land; thence South 26° 16' 33" East (recorded as South 24° 59' 40" East), 300.00 feet along the Easterly line of said parcel of land; thence South 32° 46' 33" East (recorded as South 31° 29' 40" East), 300.00 feet along the Easterly line of said parcel of land; thence South 39° 46' 33" East (recorded as South 38° 29' 40" East), 169.46 feet along the Easterly line of said parcel of land; thence South 72° 46' 33" East (recorded as South 71° 29' 40" East), 369.84 feet along the Easterly line of said parcel of land; thence South 31° 46' 33" East (recorded as South 30° 29' 40" East), 791.34 feet along the Easterly line of said parcel of land; thence North 88° 33' 07" East (recorded as North 89° 50' East), 411.86 feet along the Easterly line of said parcel of land; thence South 01° 26' 53" East (recorded as South 0° 10' East), 523.42 feet (recorded as 524.54 feet) along the Easterly line of said parcel of land to the Northerly line of the Canadian Pacific Railway railroad right of way and to the Southerly line of said parcel of land; thence North 79° 45' 43" West (recorded as North 78° 27' 10" West), 320.13 feet along said Northerly right of way line and along the Southerly line of said parcel of land to the Westerly line of said parcel of land; thence North 08° 22' 46" West (recorded as North 70° 4' 13" West), 362.18 feet along the Westerly line of said parcel of land; thence South 88° 31' 26" West (recorded as South 89° 50' West), 112.20 feet along the Westerly line of said parcel of land; thence North 31° 48' 13" West (recorded as North 30° 29' 40" West), 887.52 feet along the Westerly line of said parcel of land; thence North 72° 48' 13" West (recorded as North 71° 29' 40" West), 138.93 feet along the Westerly line of said parcel of land; thence North 87° 14' 08" West (recorded as North 85° 55' 35" West), 140.43 feet along the Westerly line of said parcel of land; thence South 63° 01' 45" West (recorded as South 64° 20' 19" West), 136.40 feet along the Westerly line of said parcel of land; thence South 51° 18' 10" West (recorded as South 52° 36' 43" West), 154.81 feet along the Westerly line of said parcel of land; thence North 63° 37' 48" West (recorded as North 62° 19' 15" West), 437.01 feet along the Westerly line of said parcel of land; thence North 48° 59' 51" West (recorded as North 47° 40' 32" West), 226.15 feet (recorded as 227.23 feet) along the Westerly line of said parcel of land; thence North 31° 42' 35" West (recorded as North 30° 26' 19" West), 623.69 feet (recorded as 623.02 feet) along the Westerly line of said parcel of land; thence North 01° 27' 16" West (recorded as North 00° 11' 00" West), 103.34 feet along the Westerly line of said parcel of land; thence South 78° 41' 08" West (recorded as South 79° 57' 24" West), 690.46 feet (recorded as 690.84 feet) along the Westerly line of said parcel of land; thence

A-15

South 88° 33' 52" West (recorded as South 89° 51' West), 316.55 feet (recorded as 315.62 feet) along a line that is parallel with the North line of said Northwest 1/4 Section and along the Westerly line of said parcel of land to the West line of the East 1/2 of said Northwest 1/4 Section; thence North 01° 26' 50" West (recorded as North 0° 5' 30" West), 105.11 feet (recorded as 105.52 feet) along said West line and along the Westerly line of said parcel of land to a non-tangent curve and to the Northerly line of said parcel of land; thence Easterly, 546.74 feet (recorded as 546.7 feet) and to the left along the Northerly line of said parcel of land and along the arc of a curve having a radius of 3500.00 feet and having a chord which bears North 79° 50' 17.5" East (recorded as North 81° 06' 39" East), 546.19 feet (recorded as 546.18), to a non-tangent line; thence North 60° 43' 00" East (recorded as North 61° 59' 22" East), 635.87 feet (recorded as 635.05 feet) along the Northerly line of said parcel of land to the East line of Mitchell Boulevard; thence North 01° 42' 06" East (recorded as North 2° 58' 30" East), 235.00 feet along the Northerly line of said parcel of land and along the East right of way line of Mitchell Boulevard to a non-tangent curve (recorded as the Westerly extension of the centerline of Story Parkway); thence Easterly, 210.04 feet and to the right along the Northerly line of said parcel of land and along the arc of a curve having a radius of 405.00 feet and having chord which bears South 89° 40' 27.5" East (recorded as South 88° 24' 06" East), 207.69 feet, to the East line of said Southwest 1/4 Section and to the Easterly line of said parcel of land; thence South 01° 15' 21" East (recorded as South 0° 01' West), 298.22 feet along said East line and along the Easterly line of said parcel of land to the point of beginning.

Tax Key No. 421-9931 and part of Tax Key No. 422-9997

Parcel G:

All that part of the Southeast 1/4 of Section 26, Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, formerly described in the following documents:

Volume 2975 of Deeds, Page 276, Document No. 3084109, January 23, 1952.
Volume 3524 of Deeds, Page 537, Document No. 3457226, December 29, 1955
(that part of vacated North 46th Street west of the centerline).

Now more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 26; thence South 88°43'07" West, 142.69 feet along the south line of said Southeast 1/4 Section to the westerly right of way line of North 44th Street as described in Volume 4 of Eminent Domain on Page 59 at the Milwaukee County Register of Deeds Office, as described in Volume 1 on Page 110 of the Wauwatosa Town Road Record, and as established by the field location of the existing pavement and to the easterly line of the SECOND RECORDING OF H. F. STORY'S SUBDIVISION, a recorded subdivision; thence North 11°17'35" West (recorded as North 8°55' West); 96.62 feet along said westerly right of way line and along said easterly line; thence North 10°12'24" West (recorded as North 8°55' West), 450.04 feet along said westerly right of way line and along said easterly line; thence North 04°32'36" West (recorded as North 3°15' West), 703.40 feet along said westerly right of way line and along the easterly line of STORY'S SUBDIVISION NO. 2, a recorded subdivision; thence North 04°57'43" West (recorded as North 3°15' West), 148.57 feet along said westerly right of way line and along said easterly line to a point in the easterly line of said parcel of land as described in said Document No. 3084109, to the northeast corner of said STORY'S SUBDIVISION NO. 2, and to the point of beginning of the following description: Thence South 88°43'07"

A-16

39 of 48

West (recorded as East), 116.55 feet (recorded as 120 feet) along the north line of Block 1 of said subdivision and along the easterly line of said parcel of land to the northwest corner of said Block 1; thence South 01°16'53" East (recorded as North), 120.00 feet along the west line of said Block 1 and along the easterly line of said parcel of land to the southwest corner of said Block 1; thence South 88°43'07" West (recorded as East), 157.26 feet along the north right of way line of vacated West St. Paul Avenue and along the easterly line of said parcel of land to the west right of way line of vacated North 45th Street; thence South 01°16'53" East (recorded as North), 240.00 feet along said west right of way line and along the easterly line of said parcel of land to the northeast corner of Block 3 of said subdivision; thence South 88°43'07" West (recorded as East), 284.00 feet along the north line of said Block 3 and along the easterly line of said parcel of land to the centerline of vacated North 46th Street; thence South 01°16'53" East (recorded as North), 510.58 feet along said centerline and along the easterly line of said parcel of land; thence South 08°33'07" West (recorded as North 9°50' East), 83.44 feet along said centerline; thence South 03°27'07" West (recorded as North 4°44' East), 46.68 feet along said centerline to the northerly line of Parcel No. 18 as described in Volume 3760 of Deeds on Page 76 and recorded as Document No. 3619880; thence South 80°38'09" West, 875.30 feet along the northerly line of said Parcel 18 and along the southerly line of said parcel of land described in Document No. 3084109 to the easterly line of Bluff Park as described in Volume 901 of Deeds on Page 397 and recorded as Document No. 1100413 and to the westerly line of said parcel of land described in Document No. 3084109; thence North 35°12'27" East, 6.91 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 33°06'27" East, 45.65 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 27°10'26" East, 50.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 25°41'18" East, 50.04 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 22°32'18" East, 50.01 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 20°14'59" East, 50.08 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 15°26'41" East, 50.49 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 17°24'13" East, 50.28 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 19°56'40" East, 58.11 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 46°48'52" East, 390.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 31°49'08" West, 301.00 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land; thence North 03°25'52" East, 461.64 feet along the easterly line of said Bluff Park and along the westerly line of said parcel of land to the northerly line of said parcel of land and to a line that is parallel with the centerline of West Blue Mound Road; thence North 85°09'44" East (recorded as west), 80.64 feet (recorded as 109.10 feet) along said parallel line and along the northerly line of said parcel of land to a line that is perpendicular to West Blue Mound Road; thence North 04°50'16" West (recorded as South), 40.00 feet along the northerly line of said parcel of land and along said perpendicular line to a line that is 293.46 feet south of (as measured at right angles to) and parallel with the centerline of West Blue Mound Road; thence North 85°09'44" East (recorded as West), 665.31 feet along the northerly line of said parcel of land and along said parallel line; thence South 01°37'30" East (recorded as north), 50.45 feet along said northerly line and along a line that is parallel to the east line of said Southeast 1/4 Section to a

A-17

40 of 48

point that is 343.91 feet south of (as measured at right angles to) the centerline of West Blue Mound Road and 610.75 feet west of (as measured at right angles to) the east line of said Southeast 1/4 Section; thence North 88°08'30" East (recorded as West), 376.62 feet (recorded as 370.67 feet) along the northerly line of said parcel of land to the southeast corner of BLUE MOUND COURT, a recorded subdivision, to the easterly line of said parcel of land, and to the above said westerly right of way line of North 44th Street; thence South 12°43'05" West (recorded as northeasterly), 11.32 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 18°18'56" West (recorded as northeasterly), 130.17 feet along the easterly line of said parcel of land and along said westerly right of way line; thence South 04°57'43" East (recorded as north), 185.74 feet (recorded as 185.88 feet) along the easterly line of said parcel of land and along said westerly right of way line to the point of beginning.

Part of Tax Key No.: 403-9994-100-X

A-18

41 of 48

ROUND LEASE LAND

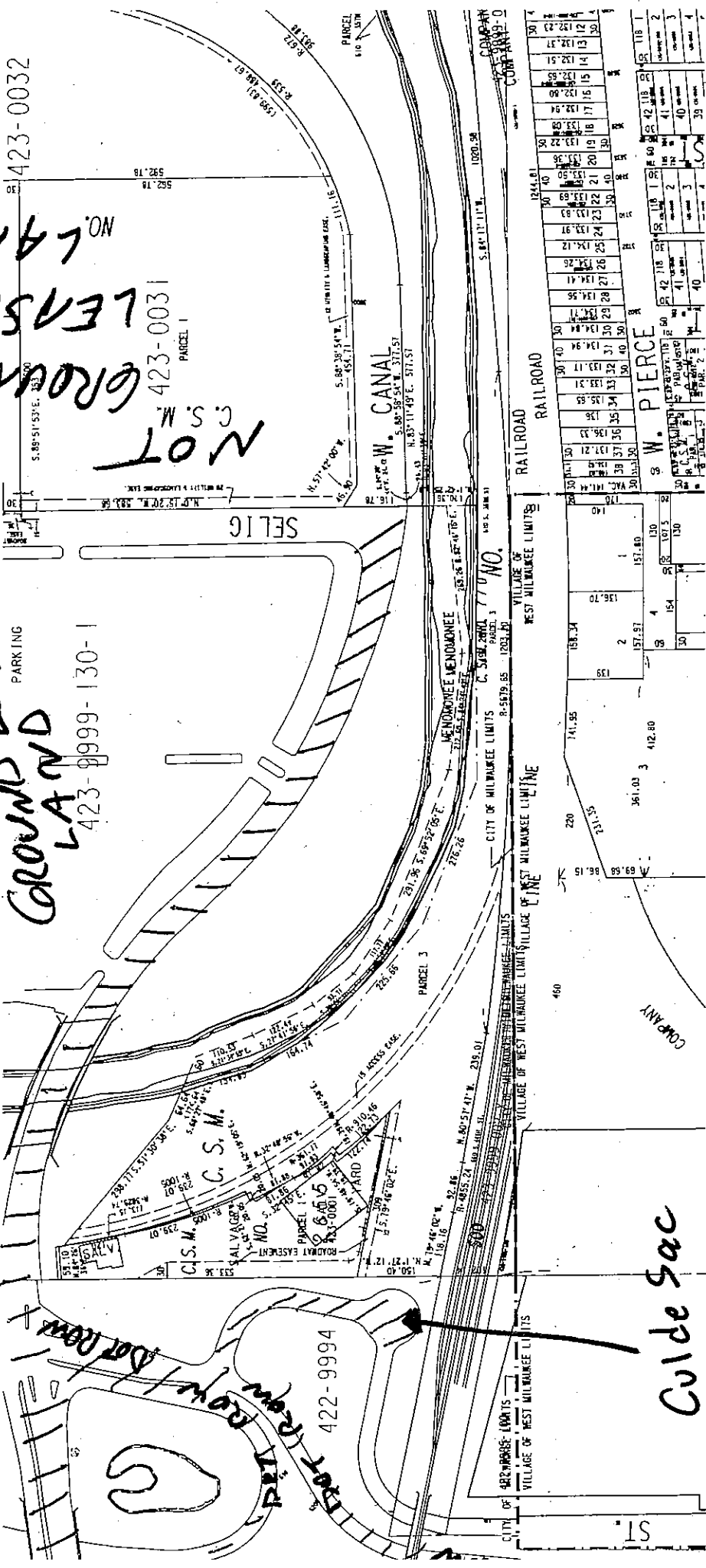
EX B

GROUND LEASE LAND

423-9999-130-1

423-0032

NOT GROUND LEASE LAND



Parcel No.	Area	Notes
301	1.00	
302	1.00	
303	1.00	
304	1.00	
305	1.00	
306	1.00	
307	1.00	
308	1.00	
309	1.00	
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320	1.00	
321	1.00	
322	1.00	
323	1.00	
324	1.00	
325	1.00	
326	1.00	
327	1.00	
328	1.00	
329	1.00	
330	1.00	

Culde Sac

B-1

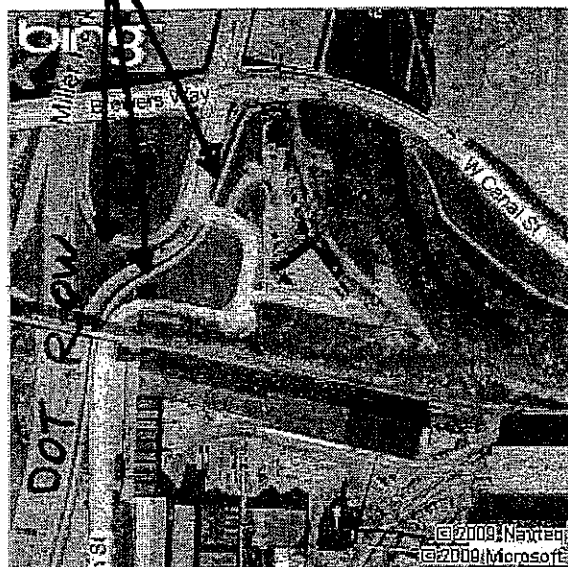
Bing Maps

EX B

DOT ROW

My Notes

FREE! Use Live Search 411 to find movies, businesses & more! 800-CALL-411.



B-2

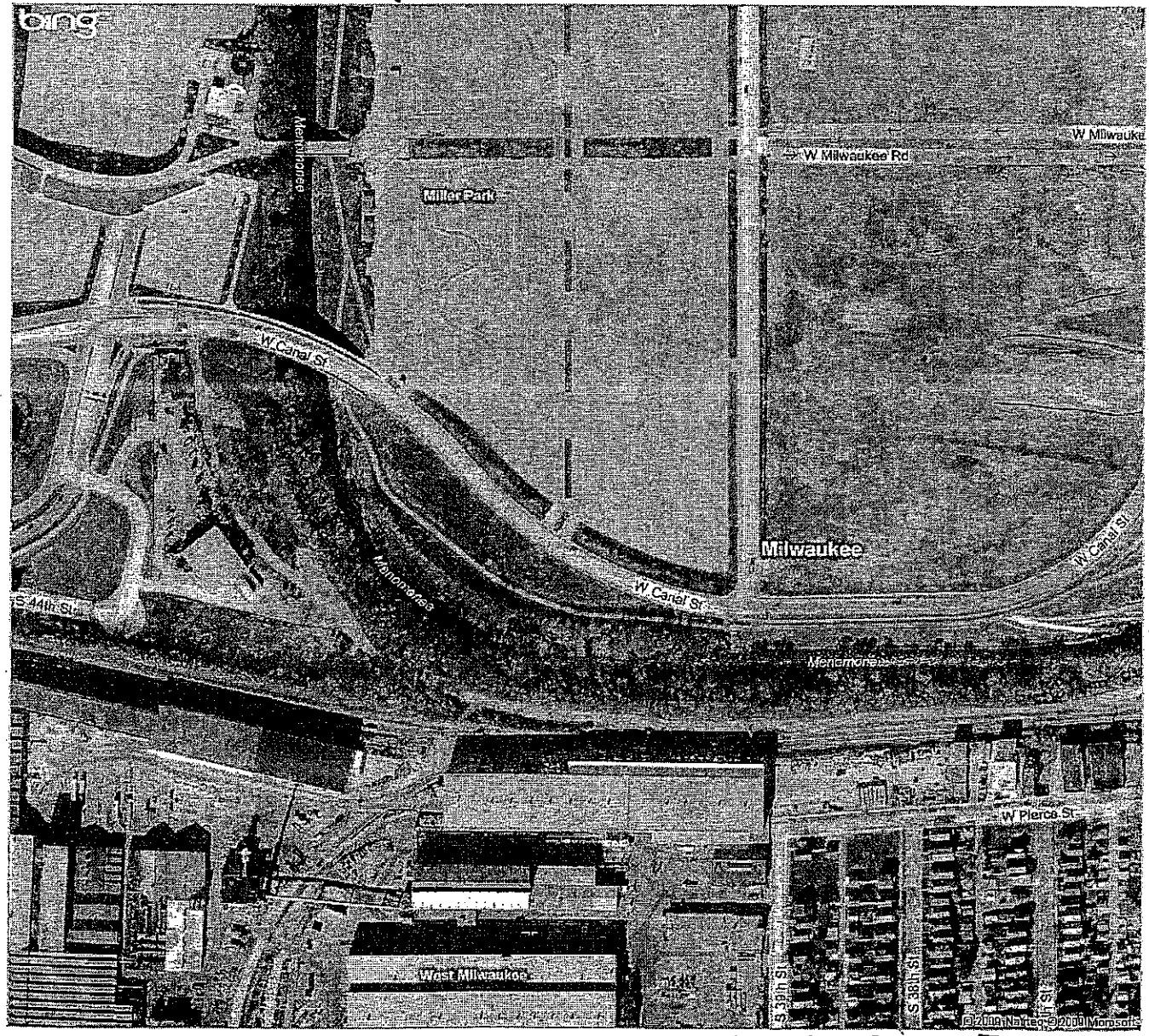
Bing Maps

My Notes
EX B

FREE! Use Live Search 411 to find movies, businesses & more: 800-CALL-411.

Ground Lease Land

Miller Parkway



B-3

Parcel 1A = Service Road on RACM LAND

SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA BEING ACQUIRED.

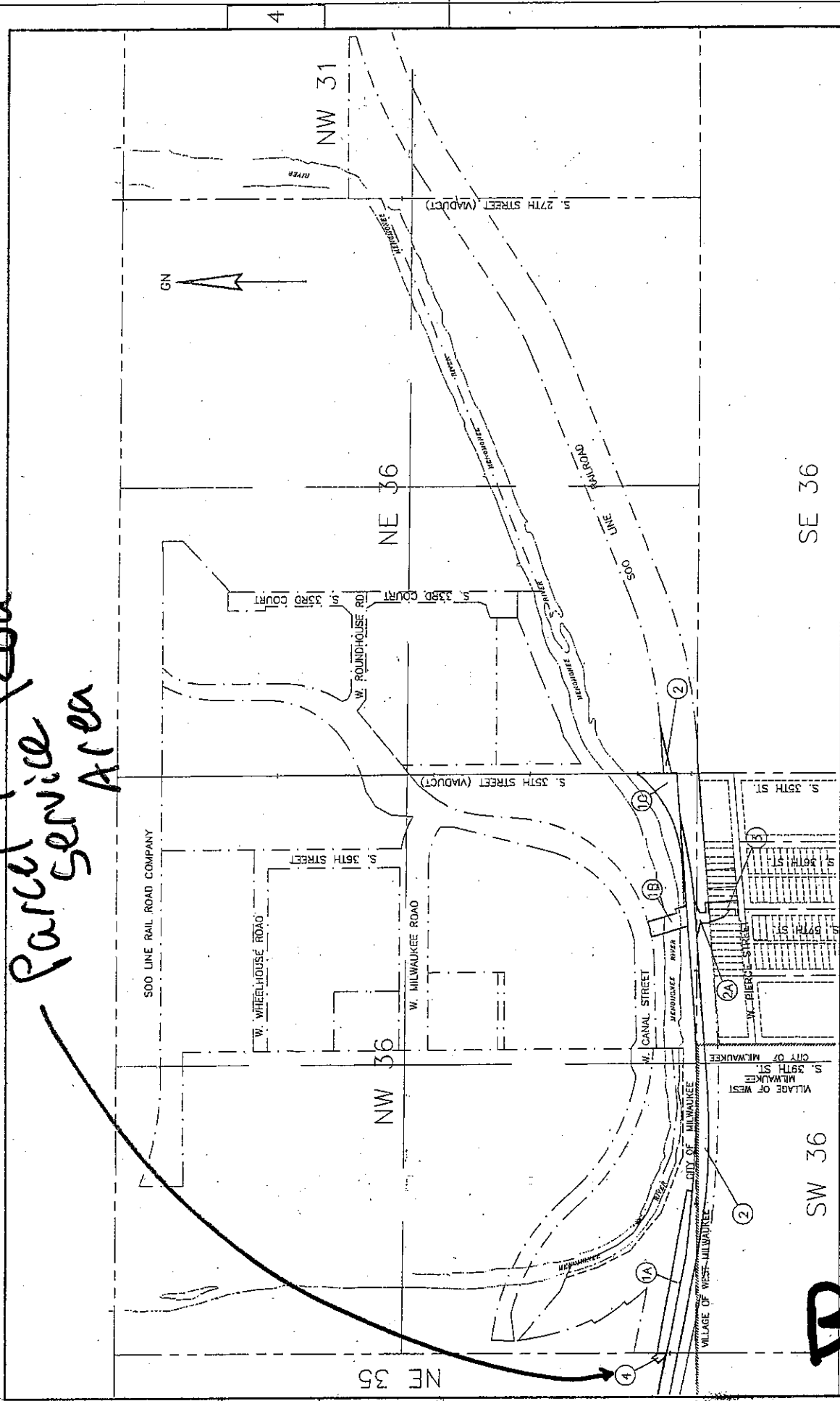
PARCEL NUMBER	SHEET NUMBER	OWNER(S)	TAX KEY NO.	INTEREST REQUIRED	TOTAL ACRES	R/W AREA REQUIRED (EASEMENT) ACRES
1	4.4 - 4.7(A)	REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE	424-0403-000-5	T.R.D.	47.69	13.00
1A	4.4			EASEMENT FOR ACCESS ROAD	14.46	0.765
1B	4.5, 4.7(A)			EASEMENT FOR BRIDGE		0.318
1C	4.5, 4.7(A)			EASEMENT FOR EAST-WEST TRAIL		0.582
2	4.4 - 4.8	SOO LINE RAILROAD CO.	436-8898-000-1, 436-8898-002, 436-8898-002-8, 422-8898-000, 424-8898-112	EASEMENT FOR EAST-WEST TRAIL	7.152, 1.28	2.871
2A	4.4, 4.5, 4.7(A)			EASEMENT FOR TUNNEL		0.126
2B	4.8		412-9898-03 (BLUENOUND RD.)	EASEMENT OR LICENSE		2.754
3	4.5, 4.7(A)	TO BE OWNED BY WORK	436-0004-100 436-0007-000 436-0006-000	EASEMENT	0.30 0.12	0.217
4	4.4	STATE OF WISCONSIN DEPT. OF ADMINISTRATION	422-9804-000	EASEMENT FOR ACCESS ROAD	3.89	0.036

Parcel 4 = Service Road Easement Area

B-5

FILE NAME: ... BESTIGIFILE...
 DATE: ...
 COUNTY: MILWAUKEE
 R/W PROJECT NO. 1693-38-00
 PLAT SHEET NO. 4.2
 PLOT DATE: ... PLOTTING DATE: ... PLOT BY: ... PLOT USER: ... PLOT NAME: ...
 PLOT SCALE: ... PLOTS SCALE: ... 5-20-2009

*Parcel 4 = Road Easement
Parcel Service Area*

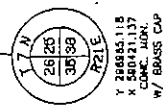
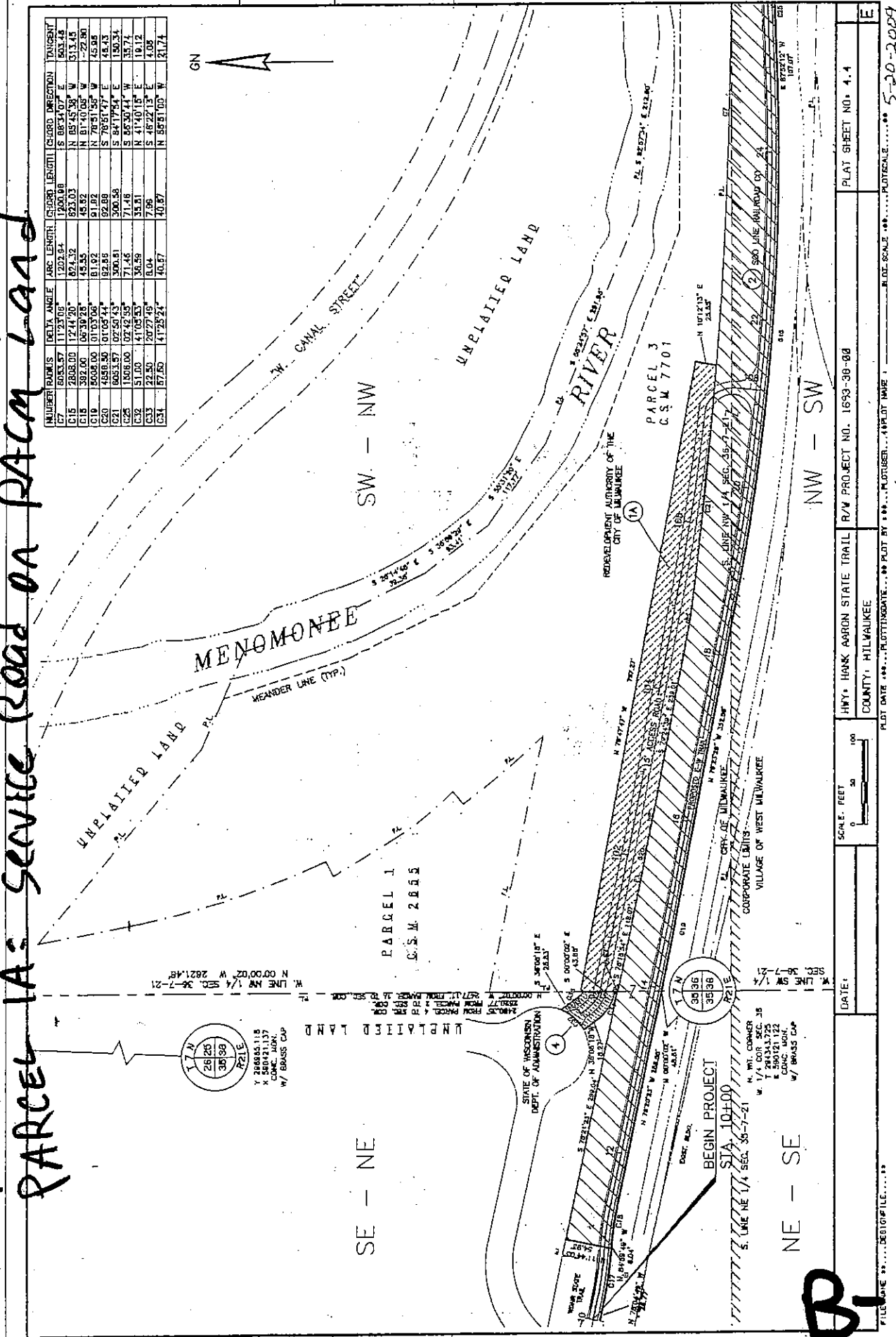


FILE NAME ****.GISTONFILE.	DATE:	SCALE: FEET 0 200 400	PLAT SHEET NO. 4.3
PLAT DATE ****.PLOTDATE**** PLOT BY ****.PLOTTER**** PLOT NAME	COUNTY: MILWAUKEE	R/W PROJECT NO. 1693-38-00	E
PLOT SCALE ****.PLOTSCALE****			5-20-2009

B-5

PARCEL 4 = Service Road Easement Area
 PARCEL 1A = Service Road on PACM Land

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION	TANGENT
C7	6053.57	11°23'09"	202.84	1700.08	S 88°34'07" E	603.48
C16	2808.00	12°44'20"	824.32	823.03	N 89°45'38" W	513.45
C18	382.00	06°39'28"	45.45	45.82	N 81°40'05" W	-22.80
C19	6006.00	01°03'06"	81.92	91.02	N 78°51'55" W	45.98
C20	4888.50	01°05'44"	82.88	92.88	S 78°51'47" E	44.43
C21	6053.57	07°50'43"	300.61	300.58	S 84°17'54" E	180.34
C25	1806.00	07°42'55"	71.46	71.48	S 85°30'41" W	35.74
C32	51.00	41°05'53"	36.56	35.51	N 41°40'15" E	18.12
C33	22.50	20°27'49"	8.04	7.96	S 48°22'13" E	4.08
C34	67.60	41°25'24"	40.67	40.67	N 55°51'00" W	31.74



DATE: _____

SCALE: FEET 0 50 100

FILE NAME: ...DESIGN#FILE... **

PLAT SCALE: **

PLATTING DATE: **

PLATTED BY: **

R/W PROJECT NO. 1693-30-88

COUNTY: MILWAUKEE

PLAT SHEET NO. 4.4

PROJECT NO. 5-20-2024

B-6

LEGAL DESCRIPTION
(Parcel 4)

EX C

That part of the Southeast 1/4 of the Northeast 1/4 of Section 35, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of said Section 36; thence South 00°00'02" East along the West line of the Northwest 1/4 Section, 2480.35 feet to the Point of Beginning; continuing thence South 00°00'02" East along said West line, 37.37 feet to a point of non-tangency on a 57.50 foot radius curve to the right, whose chord bears North 56°51'00" West, 40.67 feet; thence Northwesterly, 40.67 feet along the arc of said curve; thence North 36°08'18" West, 18.57 feet to a point of non-tangency on a 51.00 foot radius curve to the left, whose chord bears North 41°40'15" East, 35.81 feet; thence Northeasterly, 36.59 feet along the arc of said curve; thence South 36°08'18" East, 25.83 feet to the beginning of a 22.50 foot radius curve to the left, whose chord bears South 46°22'13" East, 7.99 feet; thence Southeasterly, 8.04 feet along the arc of said curve to the Point of Beginning.

Said parcel contains 0.036 acres of land, more or less.

PARCEL 4 =
SERVICE ROAD
EASEMENT AREA

C-1

LEGAL DESCRIPTION
(Parcel 1A - Proposed Access Road)

That part of Parcel 3 of Certified Survey Map No. 7701, recorded on January 20, 2006 as Document No. 9169724, in the Southwest 1/4 of the Northwest 1/4 of Section 36, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of said Section 36; thence South 00°00'02" East along the West line of the Northwest 1/4 Section, 2520.77 feet to the Northerly line of the Soo Line Railroad Company right of way and to the Point of Beginning; thence the following four courses along said Northerly right of way line: thence South 78°18'54" East, 118.07 feet to the beginning of a 4856.50 foot radius curve to the left, whose chord bears South 78°51'47" East, 92.86 feet; thence Southeasterly, 92.86 feet along the arc of said curve; thence South 79°24'39" East, 239.01 feet; to the beginning of a 6053.57 foot radius curve to the left, whose chord bears South 84°17'54" East, 300.58 feet; thence Southeasterly, 300.61 feet along the arc of said curve to a point of non-tangency; thence North 10°12'13" East, 25.55 feet; thence North 79°47'47" West, 757.27 feet to the West line of said Northwest 1/4 Section; thence South 00°00'02" East, 43.66 feet along said West line to the Point of Beginning.

Said parcel contains 0.755 acres of land, more or less.

SERVICE ROAD
ON RACM LAND
(Parcel 1A)

C-2