

DECLARATION OF DEED RESTRICTIONS,
CONSERVATION AGREEMENT
AND PROTECTIVE COVENANTS

1-29-05
8939305

DOCUMENT TITLE

DOCUMENT NO.

RECORDING AREA

NAME AND RETURN ADDRESS

City Clerk
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Parcel Identification Number

1 **DECLARATION OF DEED RESTRICTIONS, CONSERVATION AGREEMENT**
2 **AND PROTECTIVE COVENANTS**
3

4 This Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants
5 (“Declaration” or “Conservation Agreement and Access Easement”) is made and entered into as of
6 the 21 day of December, 2004, by and among the City of Franklin, a municipal corporation of the
7 State of Wisconsin (hereinafter referred to as “City”), Milwaukee Area Land Conservancy, Inc., a
8 U.S. Internal Revenue Code §501(c)(3) Conservation Organization (hereinafter referred to as
9 “MALC”), Prairie Grass Preserve LLC (hereinafter referred to as “Developer”), and Prairie Grass
10 Preserve Homeowners Association, Inc. (hereinafter referred to as “Homeowners Association”).
11

12 **RECITALS**
13

14 **WHEREAS**, Developer is the owner of certain real estate and improvements described on the
15 attached Exhibit A which is commonly referred to as the Prairie Grass Preserve Subdivision; and
16

17 **WHEREAS**, Developer has heretofore requested that the City approve a residential subdivision
18 and the City has adopted Resolution No. 2003-5572, approving a preliminary plat for Prairie Grass
19 Preserve Subdivision which Subdivision plat identified a portion of the Subdivision property as intended
20 to be protected as a natural scenic and/or open space in order to preserve the natural resource and
21 conservation values and historical cultural aspect of the virgin prairie remnant and its supporting
22 ecosystem existing upon on Outlot 1 and Outlot 2 (hereinafter “Protected Property”) as depicted and
23 described on the attached Exhibit A; and
24

25 **WHEREAS**, Developer agreed that such Protected Property of the Subdivision is a desirable set
26 aside area for such purpose and has agreed to convey this property identified on the attached Exhibit A to
27 MALC, a membership-based, non-profit land conservation organization incorporated in the State of
28 Wisconsin and validly existing as a §501(c)(3) organization in accordance with the Internal Revenue
29 Service Code, as amended, as a charitable non-cash contribution; and
30

31 **WHEREAS**, Developer has agreed to convey the Protected Property subject to the express terms
32 and conditions of this Declaration and no later than ten (10) days after the date of the final City approval
33 of the final plat; and
34

35 **WHEREAS**, the City has approved this Conservation Agreement and Access Easement as a
36 party to this Conservation Agreement and Access Easement in order to memorialize and preserve its
37 rights to secure MALC’s and the Homeowners Association’s dutiful performance of the obligations
38 imposed upon it hereunder; and
39

40 **WHEREAS**, MALC, the City, Developer and the Homeowners Association desire and intend
41 that the natural elements, ecological and aesthetic values of the Protected Property identified on Exhibit A
42 including, without limitation, the prairie and adjoining sedge meadow/wetland complex, be preserved,
43 maintained and restored to pre-settlement conditions and that such maintenance and restoration will not
44 interfere with or substantially disrupt the intent to maintain the natural elements or the workings of the
45 natural system; and
46

47 **WHEREAS**, Resolution No. 2003-5572 specifies that, prior to recording the final plat for Prairie
48 Grass Preserve, an agreement be entered into between a non-profit conservancy organization and the City,
49 subject to the approval of its Common Council, for the preservation and maintenance of land within the

50 area identified in Exhibit A, and this Conservation Agreement and Access Easement constitutes such
51 compliance with said resolution; and

52
53 **WHEREAS,** MALC, the CITY, the Homeowners Association and Developer desire to conserve
54 the natural resource values and prevent the use or development of the Protected Property for any purpose
55 or in any manner inconsistent with the terms of this Conservation Agreement and Access Easement.

56
57 **NOW, THEREFORE,** MALC, the City, Developer, and the Homeowners Association, for and
58 in consideration of the foregoing recitals, and the mutual covenants, terms, conditions, and restrictions
59 contained herein, do hereby establish and agree to all items within this Conservation Agreement and
60 Access Easement for the Protected Property as follows:

61
62 **1. Purpose.** The purpose of this Declaration, to the benefit of the Homeowners Association, the
63 City, and MALC, is to protect and restore the Protected Property, to allow MALC access through
64 stormwater maintenance outlots, and to allow the City limited access through easements as enumerated
65 herein while retaining and protecting the natural scenic and open space values of the Protected Property,
66 with the goals of assuring the availability of such property for quiet recreation and open space use,
67 protecting natural resources, maintaining and enhancing air and water quality, and preserving historic
68 archeological and cultural aspects of real property now and in the future, replicating the natural Wisconsin
69 pre-settlement landscape all for the benefit of present and future generations and to prevent any use of the
70 Protected Property which will impair or interfere with those above stated goals and purposes. The use of
71 the Protected Property hereunder shall at all times be subject to the understanding that the Protected
72 Property shall only be owned, held and used and otherwise maintained as expressly provided under this
73 Conservation Agreement and Access Easement. Each of the parties accept the conservation restrictions
74 and protective covenants set forth in this Conservation Agreement and Access Easement in order to serve
75 and effect the purposes and goals above stated.

76
77 **2. Effectiveness.** This Agreement shall become effective upon: (i) the full execution by all parties
78 hereto, (ii) following final City approval of the final plat for Prairie Grass Preserve Subdivision, the
79 recording of a deed from Developer to MALC of the property described on the attached Exhibit A
80 incorporated herein by this reference (the "Protected Property") with the Register of Deeds for Milwaukee
81 County, and (iii) the approval of this Agreement by the City Council of Franklin as required under
82 Section 15-7.0507D. of the City Unified Development Ordinance.

83
84 **3. MALC Undertakings.** In consideration of the transfer of the Protected Property to MALC by
85 Developer, MALC agrees to undertake each and every one of the following responsibilities:

- 86
- 87 a. Purchase and install signage in accord with applicable City municipal code.
 - 88
 - 89 b. Recruit volunteers and, maintain organizational structure including a board of directors
90 which will have and receive needed education and direction to complete all necessary
91 maintenance of the Protected Property.
 - 92
 - 93 c. Utilize funds committed by MALC and from Developer to establish an endowment fund
94 for required maintenance costs associated with maintaining the Protected Property in
95 perpetuity.
 - 96
 - 97 d. Take such fundraising opportunities and pursue such grant funding as is available from
98 time to time for the purposes of restoring and maintaining the long-term viability of the
99 Protected Property.
- 100

- e. Design and install footpaths in compliance with City Ordinances in the form of mowed, woodchip, or other suitable material paths, through the Protected Property as appropriate, so as to allow for the use thereof by the owners of lots in the Subdivision, their invitees and the general public.
- f. Unless waived by such governmental bodies, pay such fees and other costs as are imposed from time to time by any applicable government body for purposes of obtaining necessary permits as required in connection with any management, maintenance and restoration of the Protected Property.
- g. MALC agrees to assist the Developer and the Homeowners Association by providing a list to be updated from time to time by MALC of landscaping species which may be used within the subdivision for compliance in respect to the City and State of Wisconsin noxious weed lists, and in furtherance of MALC approval authority over all native plantings used within the subdivision, including areas that may be restored by the City, in order to protect the biological integrity of the Protected Property.

4. **City Rights.** The City does hereby consent to and accept this Conservation Agreement and Access Easement for the conservation of the Protected Property, which Declaration shall constitute a Restriction for Public Benefit as contemplated by Wisconsin Statutes sec. 236.293 ("Public Benefit") and recognizes that the restrictions imposed hereunder shall be subject to the terms of this Declaration. This Restriction for Public Benefit may only be released or waived in writing by the City Common Council. Such Public Benefit shall consist of the following:

- a. To view the Protected Property in its natural scenic and open condition.
- b. The right of the City to enforce by proceedings at law or in equity any violation of this Conservation Agreement and Access Easement by anyone who has or acquires an interest in lands subject to the terms, restrictions or covenants of this Conservation Agreement and Access Easement, including those rights to enforcement proceedings, penalties and remedies available under the Unified Development Ordinance of the City. It is expressly contemplated that any willful or intentional violation by a party of this Conservation Agreement and Access Easement shall constitute a violation of this Conservation Agreement and Access Easement and of the City Unified Development Ordinance.
- c. The right of the City to enter the Protected Property on foot at all reasonable times for the purpose of inspecting the Protected Property and verifying that MALC, and the Homeowners Association are complying with the terms and conditions of this Conservation Agreement and Access Easement. For purposes of making such a determination, the City shall retain, at its expense, an independent qualified natural resource management professional, who shall prepare a written report for presentation to all parties.
- d. To accept such Restriction for Public Benefit with the express understanding that the City shall incur no liability or expense whatsoever in any way relating to this Conservation Agreement and Access Easement except as may arise for restoration costs resulting from disturbance of land from work by the City pursuant to its easements, unless and until it chooses to expend such cost or incur such liability by way of adoption of a subsequent written resolution of the City Common Council, with the exception of compliance to city regulations, ordinances and item c above.

152 e. The right of the City to assist with the permitting process of any local or state entity that
153 may have jurisdiction for purposes of the issuance of such permits necessary for effecting
154 the purpose of this Conservation Agreement and Access Easement including the
155 maintenance, management and preservation of the Protected Property.

156
157 f. In the event that the Homeowners Association fails to maintain the stormwater basins
158 according to the standards established and required by the City, the City shall retain the
159 right to maintain and manage the stormwater detention basins as shall be provided in the
160 Subdivision Deed Restrictions.

161
162 **5. Grant of Access and Easements to City.** Developer and MALC and the Homeowners
163 Association, as their interest appears, herewith grant to the City for itself and its successors and assigns,
164 perpetual non-exclusive access over, upon and across the Protected Property and the limited easements
165 listed for the express purposes of enabling the City to exercise its rights under Paragraph 4 above. The
166 Developer and the CITY agree that MALC will not be assessed the costs associated with any
167 maintenance, installation or for any improvements within these easement areas depicted below. The
168 standard City form easements referenced herein are subject to the terms of this agreement and in the event
169 of a conflict between the provisions of an easement and this Conservation Agreement, the terms of this
170 Conservation Agreement shall be controlling.

171
172 a. A standard City 20 form foot wide water main easement to be shown on the Prairie
173 Grass Preserve Final Plat and supported by separate instrument grant to the City as a
174 condition of the approval of such Final Plat, located East of the treeline abutting the
175 West lot line of the Subdivision property and North of West Prairie Grass Way, as
176 depicted upon Exhibit A annexed hereto.

177
178 b. A standard City 30 form foot wide sanitary sewer and water main easement to be
179 shown on the Prairie Grass Preserve Final Plat and supported by separate instrument
180 grant to the City as a condition of the approval of such Final Plat located East of the
181 treeline abutting the West lot line of the Subdivision property and South of West
182 Prairie Grass Way, as depicted upon Exhibit A annexed hereto

183
184 c. In the event that water, sewer or other facilities are installed within the easements
185 provided for in subparagraph b., MALC shall be consulted and the facilities will be
186 constructed and installed outside of the drip line of the existing trees, and every
187 reasonable effort shall be made, including directional boring where necessary
188 (potentially under Legend Creek and the Bur Oak Stand immediately to the north for
189 a total distance of approximately 160 feet), to protect the root systems of the trees
190 and to avoid the removal of any trees.

191
192 d. A standard City form 60 foot wide drainage easement to be shown on the Prairie
193 Grass Preserve Final Plat and supported by separate instrument grant to the City as a
194 condition of the approval of such Final Plat, said right of way having as a center line
195 the low water mark of Legend Creek, as depicted upon Exhibit A annexed hereto, for
196 the purpose of removing debris, sediments, and such other materials from the
197 floodway that impede natural stream flow. Such drainage easement shall provide that
198 the City shall exercise such rights pursuant to all governmental laws, codes, rules and
199 orders and shall obtain all prior Wisconsin Department of Natural Resources and
200 other required governmental approvals where necessary; that the City may maintain
201 the normal passage of adequate volume with a natural pulse of Legend Creek, but
202 that prior to proposed stream course changing, waterway construction or

203 enlargement, excavation or dredging of the stream bed or banks the City shall obtain
204 the prior consultation of MALC. Such prior consultation shall be unnecessary should
205 MALC refuse or avoid such consultation. "Consultation" does not mean approval.
206 The City will use all reasonable efforts to prevent soil erosion and sedimentation and
207 to minimize any disturbance of the natural fauna, flora, water course, water regimen,
208 and topography. The parties acknowledge that the desired future state of Legend
209 Creek is the restoration of natural meanders and that the width and area of the
210 drainage easement shall follow such meanders. Notwithstanding the foregoing, in
211 the event of an emergency potentially endangering life or property, the City may take
212 all necessary reasonable action for the protection of persons and property in the
213 exercise of its rights under the easement, while attempting to do so in the least
214 intrusive manner under the circumstances. The City will restore said easement area,
215 excepting for the intended work of improvement, to the pre-flood condition, at its
216 expense, as soon as is practicable.

- 217
- 218 e. The right to inspect and enforce ordinances and regulations pertaining to the wetland
219 and shore buffer natural resource features on the Protected Property, specifically,
220 including those restrictions set forth under Paragraph 8 below as they pertain to such
221 natural resources, the provisions of which are hereby deemed to satisfy the City
222 Unified Development Ordinance requirements that such resources be protected by a
223 Conservation Easement and the Conservation Easement requirement set forth in the
224 previous grant of a Special Exception to the Developer by the City. Such resources
225 shall be delineated on the Final Plat.
 - 226
 - 227 f. The City may utilize motorized vehicles to properly perform the limited easement
228 obligations set forth in subparagraphs a., b., c., d. and f. and 4.f. above.
 - 229
 - 230 g. The terms and language of the "standard City forms" referenced herein in paragraphs
231 5.a, 5.b. and 5.c. notwithstanding, the City will restore water, sewer and drainage
232 easements as set forth in subparagraph 5.h.
 - 233
 - 234 h. The City acknowledges that MALC will undertake restoration to the natural resource
235 features existing upon the Protected Property and the City and MALC acknowledge
236 that any disturbance of such features incidental to the exercise by the City of any of
237 its rights under this Declaration and specifically, Paragraph 5, may require restoration
238 costs in excess of those otherwise attributable to restoration of land that is vegetated
239 with common species. As such, the City and MALC agree that MALC, shall have a
240 right of consent to the standards of any such restoration which may be required by the
241 City and thereafter, the City shall be responsible for any repair or restoration cost in
242 connection with any of its use of the Access Easement Area or aforesaid rights upon
243 the Protected Property. It is agreed that all repair and restoration required will use
244 only native species and restoration techniques approved by MALC. In cases of
245 emergency, all equipment access shall be only at designated access corridors as
246 depicted on Exhibit A. MALC shall assist the City in its restoration obligations with
247 the goal of obtaining cost-effective restoration and all MALC approvals shall be
248 timely made as to not unreasonably delay any City projects.
 - 249

250 **6. Grant of Access Easement to Prairie Grass Preserve Homeowners Association.** The
251 Homeowners Association shall consist of all lot owners and their families in the Prairie Grass Preserve
252 Subdivision. MALC and Developer for themselves and their successors and assigns, herewith establish
253 and grant a perpetual non-exclusive access easement for the use of the Protected Property to the

254 Homeowners Association and the lot owners and their invitees, to walk footpaths upon the Protected
255 Property subject to such rules and regulations as are reasonably and uniformly adopted from time to time
256 by MALC, limiting such use consistent with the overall purpose detailed herein.
257

258 **7. Rights Reserved By MALC.** Notwithstanding such Access Easement granted hereunder, MALC
259 expressly reserves the right, subject to all applicable government laws, statutes, ordinances, rules and
260 regulations, including those granted by special exception to perform restoration of natural resources
261 protected under the Unified Development Ordinance and consistent with the purposes detailed herein, to:
262

263 a. Restore the Protected Property from time to time including by removal of substantial
264 numbers of brush, trees and shrubs particularly, but not limited to, non-native trees and
265 shrubs, or prescribed burning of the Protected Property. MALC may permit motorized
266 vehicles to enter on the Protected Property for the limited purpose of using them to assist
267 and support land management, restoration, and maintenance activities.
268

269 b. Conduct such restoration activity in its reasonable discretion as funds permit in keeping
270 with sound conservation practices and in keeping with the overall purpose detailed
271 herein.
272

273 c. Construct, remove, or temporarily close footpaths on the Protected Property in such a
274 manner as it deems appropriate and to place structures such as benches, bird blinds,
275 fences, signs and the like as may be appropriate to a nature preserve, provided that no
276 such action shall prevent complete access by the lot owners or the general public to
277 footpaths on more than a temporary basis, except that footpaths may be closed
278 permanently when in the judgment of MALC it is necessary for the restoration of the
279 Protected Property and as long as an alternative access is provided consistent with this
280 Declaration.
281

282 d. The sole right to impose such rules and regulations applicable to the Protected Property as
283 are desirable, for the purposes of this Declaration, including limitations on access for the
284 management and restoration of the Protected Property and to erect such split-rail fencing,
285 trees or other landscaping between the Protected Property and the adjoining property as
286 deemed appropriate, by MALC for the purposes of this Declaration.
287

288 e. Designate such footpath access upon the Protected Property as it deems reasonably
289 appropriate and to issue such additional rules and regulations from time to time for the
290 purpose of preserving the Protected Property consistent with the overall purpose detailed
291 herein, all of which shall take into account the rights set forth herein of the lot owners of
292 the Subdivision and the general public to footpath access.
293

294 f. To make such rules and regulations in furtherance of the goals and purposes of this
295 Declaration, and while recognizing such primary consideration, also be made after
296 considering the educational, scenic and open space interests of the lot owners and the
297 general public in the Protected Property.
298

299 **8. Restrictive Covenants Applicable to Prairie Grass Preserve Homeowners Association.**
300 Attached hereto and incorporated by this reference is Exhibit B depicting those areas currently intended to
301 be utilized under easement by MALC and the Homeowners Association for Prairie Grass Preserve
302 Subdivision. The Subdivision, including the Protected Property, is restricted by the following covenants
303 and prohibited uses. Specifically, such property shall be subject to the following restrictions, which shall
304 be enforceable by MALC and the Homeowners Association established for Prairie Grass Preserve

305 Subdivision. The Developer shall provide to the City a conspicuous separate notice of the following
306 restrictions and of this Declaration, in memorandum and recordable form and as may be approved by the
307 City Attorney, which notice shall be recorded by the City so as to provide all purchasers of lots in the
308 Subdivision with additional notice thereof. The enforcement of the restrictions and covenants in this
309 paragraph shall be the responsibility of the Homeowners Association as to its property detailed on Exhibit
310 B and as to MALC for areas inside the Protected Property. The restrictions are:

- 311
- 312 a. The owners of the lots in the Subdivision and their invitees, and the general public shall
313 not construct or make any development improvements or commence construction of any
314 buildings or any structure within thirty (30) feet of the Protected Property unless
315 approved by MALC and the City. All lands, whether owned by Homeowners or common
316 space owned by the Association adjacent to or within thirty (30) feet of the Protected
317 Property shall not have applied to the land any pesticides, as defined by s. 94.67, Wis.
318 Stats., as it may be amended. The foregoing notwithstanding, birdhouses, benches,
319 fences and other similar improvements may be placed in the thirty-foot buffer upon the
320 approval of MALC, which approval shall not be unreasonably withheld.
- 321
- 322 b. The owners of the lots in the Subdivision and their invitees, and the general public shall
323 not conduct any filling, dumping or depositing of any material whatsoever, including, but
324 not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris
325 within the Protected Property except as part of the restoration, maintenance or protection
326 of the Protected Property as conducted by MALC or as approved by the Wisconsin
327 Department of Natural Resources, MALC and the City.
- 328
- 329 c. The owners of the lots in the Subdivision and their invitees, and the general public shall
330 not plant any vegetation whatsoever within the Protected Property unless authorized and
331 supervised by MALC.
- 332
- 333 d. The owners of the lots in the Subdivision and their invitees, and the general public shall
334 not plant honeysuckle, purple loosestrife; both common and glossy buckthorn or other
335 species listed on the WDNR invasive weed list or City's noxious weed list within the
336 granted easement areas, stormwater detention basins, or on any residential site of the
337 Prairie Grass Preserve Subdivision; or as part of any landscape approval for an individual
338 lot or outlot within the Prairie Grass Preserve Subdivision.
- 339
- 340 e. The owners of the lots in the Subdivision and their invitees, and the general public shall
341 not plant any *native* herbs, shrubs, forbs, flowers or other plants, not including turf, that
342 does not have the approval of MALC regarding the seed source as a native local genotype
343 originating within a radius of fifty (50) miles of the Protected Property except as provided
344 in Paragraph 9 hereof.
- 345
- 346 f. The owners of the lots in the Subdivision and their invitees, and the general public shall
347 not remove any plant material, or animals from the Protected Property unless approved
348 by the MALC's board of directors.
- 349
- 350 g. The owners of the lots in the Subdivision and their invitees, and the general public shall
351 not permit anyone to ride bicycles on the Protected Property.
- 352
- 353 h. The owners of the lots in the Subdivision and their invitees, and the general public shall
354 not permit anyone to operate snowmobiles, dune buggies, motorcycles, scooters, all-
355 terrain vehicles or any other type of motorized vehicles within the Protected Property.

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- i. The owners of the lots in the Subdivision and their invitees, and the general public shall not provide any person or organization with access for motorized vehicles for the purposes of maintaining stormwater basins through or across the Protected Property.
- j. The owners of the lots in the Subdivision and their invitees, and the general public shall not allow dogs within the Protected Property except guide dogs.
- k. The owners of the lots in the Subdivision and their invitees, and the general public shall allow MALC, its members, guests and invitees shared access of the areas granted for stormwater basin access as depicted in Exhibit B for purposes of maintenance, restoration, research, public education and enjoyment of the Protected Property.
- l. The owners of the lots in the Subdivision shall pay an annual \$25.00 assessment as amended from time to time by the Association (to adjust for the change in the Consumer Price Index, All Goods, Milwaukee Region or any similar successor index) to MALC to aid in the cost and expenses of MALC's discharge of its duties hereunder and pursuant to the Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants. Such fee shall be collected by the Homeowners Association and remitted to MALC on an annual basis commencing in 2005 and paid on or before December 31 of each year.

9. Additional Joint Agreements. The Developer, the City, the Homeowners Association, and MALC all agree that in order to further the purposes of this Declaration, the following shall apply:

- a. **Native Vegetation:** Neither the City, Homeowners Association, nor the Developer shall plant any vegetation within the Protected Property or elsewhere within the Subdivision that is considered invasive and all *native* species planted within the subdivision shall receive MALC approval. Whenever native vegetation is planted within the Protected Property, or within the subdivision, it shall have its origin within fifty (50) miles of the Protected Property and shall receive review and approval by MALC's Board of Directors or its representative prior to installation. Non-compliance is enforceable by the City or MALC's Board of Directors.
 - i. For purposes of this Declaration, "native vegetation" or "native species" is defined as a plant species that occurs naturally in Southeastern Wisconsin without direct or indirect human actions and is indigenous to habitats with soil types and hydrological characteristics similar to those of the Protected Property or to similar sites located within fifty (50) miles of the Protected Property.
- b. **Homeowner Association Stormwater Basins and Associated Access Easements:** Located adjacent to the Protected Property are three stormwater detention basins and associated access easements. It is the desire and intent of the parties hereto that MALC shall not be responsible for the care or maintenance of these detention basins or the associated easements. The Homeowners Association shall be responsible for the maintenance of the stormwater detention basins in all respects other than approval of plant or seed sources, and that access to such detention basins for any purpose, including maintenance, shall be exclusively over designated stormwater access corridors as noted on Exhibit B. The Developer and Homeowners Association, for themselves and their successors and assigns, hereby establish and grant a perpetual non-exclusive access easement over designated stormwater access corridors to the Protected Property to

407 MALC for the management and restoration of the Protected Property, including access
408 over the stormwater basin access easements for necessary equipment and to the City, the
409 Homeowners Association, the owners of lots in the Subdivision and their invitees, and
410 the general public, for the use and enjoyment of the Protected Property, pursuant to such
411 rules for the use of the Protected Property as are adopted from time to time by MALC
412 pursuant to this Agreement.

- 413
414 c. The foregoing notwithstanding, MALC shall not be responsible in any manner for any
415 costs, maintenance, or care associated with any stormwater basins, including access to
416 such basins, that are currently adjacent to the Protected Property or elsewhere in Prairie
417 Grass Preserve Subdivision.
418

419 **10. Additional Charitable Contributions.** Within thirty (30) days of the conveyance of the
420 Protected Property to MALC, the Developer agrees to make an additional charitable endowment in the
421 form of a financial contribution to MALC in the amount of \$10,000 subject to a grant restriction that such
422 gift shall be matched by MALC to be established as an endowment to generate income for the
423 implementation of the stewardship, management, maintenance and restoration plan for the Protected
424 Property.
425

426 **11. Interpretation.** The provisions set forth in this Conservation Agreement and Access Easement
427 shall be liberally construed to effect its purpose for the safekeeping, maintenance and restoration of the
428 Protected Property's natural flora and its natural Wisconsin landscape.
429

430 **12. Non-Use.** Non-use or limited use of the easement rights granted hereunder shall not prevent their
431 use of the easement to the full extent authorized hereunder.
432

433 **13. Covenants Running with the Land.** All the terms, conditions, covenants and other provisions
434 contained herein, including the benefits and burdens, shall run with the land and shall be binding upon
435 and inure to the benefit of and be enforceable by the party hereto and their respective successors and
436 assigns. The City and MALC shall obtain the recording of this Declaration with the Office of the
437 Register of Deeds for Milwaukee County.
438

439 **14. Subsequent Transfer by MALC.** MALC intends to continue ownership and maintenance
440 restoration of the Protected Property. MALC, however, reserves the right to convey the property to a
441 qualified non-profit conservation organization or local unit of government, provided such successor
442 agrees that the Protected Property shall continue to be managed in accordance with the express terms and
443 conditions hereof and which organization shall be subject to the prior approval of the City Common
444 Council, which approval shall not be unreasonably withheld.
445

446 **15. Hold Harmless.**
447

- 448 a. The Milwaukee Area Land Conservancy (MALC) hereby releases and agrees to hold
449 harmless, indemnify, and defend the City, the Developer, the Homeowners Association,
450 and their members, directors, officers, employees, attorneys, agents, and contractors and
451 the heirs, personal representatives, successors, and assigns of each of them (collectively
452 "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges,
453 costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments,
454 or administrative actions, including, without limitation, reasonable attorneys' fees, arising
455 from or in any way connected with or resulting from any condition, or other matter
456 related to or occurring on, around or about the Protected Property, resulting solely from
457 any negligent or intentional act of MALC; (2) the violation or alleged violation of, or

458 other failure to comply with, any state, federal, or local law, regulation, or requirement,
459 imposed upon MALC by virtue of its ownership of the Protected Property; (3) the
460 presence or release in, on, from, or about the Protected Property at any time hereafter by
461 MALC, of any substance now or hereafter defined, listed, or otherwise classified
462 pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic,
463 polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or
464 threatening to human health or the environment. MALC shall maintain property
465 insurance including general liability insurance in the amount of \$1,000,000 per claim and
466 \$1,000,000 aggregate, naming the City and the Homeowners Association as an additional
467 insured as evidenced by a Certificate of Insurance delivered to the City.
468

469 b. The Homeowners Association (Indemnifying Party) hereby releases and agrees to hold
470 harmless, indemnify, and defend the Milwaukee Area Land Conservancy, its members,
471 directors, officers, employees, agents, attorneys and contractors and the heirs, personal
472 representatives, successors, and assigns of each of them (collectively "Indemnified
473 Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses,
474 damages, expenses, causes of action, claims, demands, orders, judgments, or
475 administrative actions, including, without limitation, reasonable attorneys' fees, arising
476 from or in any way connected with or resulting from any condition, or other matter
477 related to or occurring on, around or about the Protected Property, resulting solely from
478 any negligent or intentional act by the Indemnifying Parties; (2) the violation or alleged
479 violation of, or other failure to comply with, any state, federal, or local law, regulation, or
480 requirement, imposed upon the Homeowners Association by virtue of its ownership in
481 the Common Areas; (3) the presence or release in, on, from, or about the Protected
482 Property at any time hereafter by the Homeowners Association, of any substance now or
483 hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local
484 law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating
485 to the air, water, or soil, or in any way harmful or threatening to human health or the
486 environment. The Homeowners Association shall maintain property insurance including
487 general liability insurance in the amount of \$1,000,000 per claim and \$1,000,000
488 aggregate, naming the City and MALC as an additional insured as evidenced by a
489 Certificate of Insurance delivered to the City.
490

491 c. The City hereby releases and agrees to hold harmless, indemnify, and defend Milwaukee
492 Area Land Conservancy the Developer, the Homeowners Association, and their
493 respective members, directors, officers, employees, attorneys, agents, and contractors and
494 the heirs, personal representatives, successors, and assigns of each of them (collectively
495 "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges,
496 costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments,
497 or administrative actions, including, without limitation, reasonable attorneys' fees, arising
498 from or in any way connected with or resulting solely from any negligent or intentional
499 and wrongful act or omission by the City upon the Protected Property; (2) the violation or
500 alleged violation of, or other failure to comply with, any state, federal, or local law,
501 regulation, or requirement, by the City which damages the Protected Property; or (3) the
502 presence or release in, on, from, or about the Protected Property at any time hereinafter
503 by the City, of any substance now or hereafter defined, listed, or otherwise classified
504 pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic,
505 polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or
506 threatening to human health or the environment.
507

508 **16. Amendments or Modifications.** The provisions thereof may only be amended, modified or
509 terminated upon the written consent of all parties hereto or their respective successors and shall be
510 executed in writing. Notices required under this Conservation Agreement and Access Easement shall be
511 to the parties listed below or their respective personal representatives, heirs, successors and assigns shall
512 be personally delivered or mailed by U.S. Mail registered mail, return receipt requested.
513

514 City of Franklin
515 Office of the City Clerk
516 9229 West Loomis Road
517 Franklin, WI 53132
518

519 The Milwaukee Area Land Conservancy
520 10203 West Ridge Road
521 Hales Corners, WI 53130
522

523 Prairie Grass Preserve LLC
524 c/o Carity Land Corporation
525 12720 West North Avenue
526 Brookfield, WI 53005
527

528 **IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date and year set
529 forth below.
530

531
532 [Signature Pages Follow]
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CITY OF FRANKLIN

Dated: 12/29/04

By: Frederick F. Klimetz
Frederick F. Klimetz, Mayor



Attest: Sandra L. Wesolowski
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me this 29 day of December, 2004, the above named Fredrick F. Klimetz and Sandra L. Wesolowski, the Mayor and City Clerk of the City of Franklin, to me known to be the persons who executed the foregoing instrument.

Jodi J. Vander Boon
Notary Public, State of Wisconsin
My Commission 9/14/08



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MILWAUKEE AREA LAND CONSERVANCY, INC.

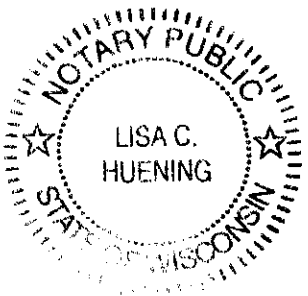
Dated: 12-17-04

By: *Tim Burch*
Tim Burch, President, ~~Treasurer~~

By: *Delene F. Hanson*
Delene F. Hanson, Treasurer

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 17th day of December, 2004, the above named Timothy Burch, President and Delene F. Hanson, the Treasurer and of the Milwaukee Area Land Conservancy, Inc., to me known to be the persons who executed the foregoing instrument.



Lisa C. Huening
Notary Public, State of Wisconsin
My Commission 6-5-05

PRAIRIE GRASS PRESERVE LLC

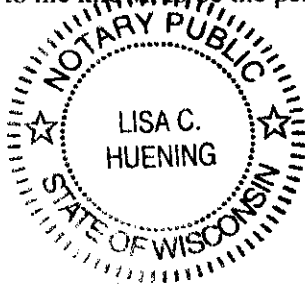
Dated: 12/17/04

By: [Signature]
William W. Carity, Managing Member

Attest: [Signature]

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 17th day of December, 2004, the above named William W. Carity and _____, the Managing Member and _____ of the Prairie Grass Preserve LLC, to me known to be the persons who executed the foregoing instrument.



[Signature]
Notary Public, State of Wisconsin
My Commission 6-5-05

PRAIRIE GRASS PRESERVE
HOMEOWNERS ASSOCIATION

Dated: 12/17/04

By: [Signature]

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 17th day of December, 2004, the above named William W. Carity of the Prairie Grass Preserve Homeowners Association, Inc. to me known to be the person who executed the foregoing instrument.



[Signature]
Notary Public, State of Wisconsin
My Commission 6-5-05

Form reviewed and approved as required under Section 15-7.0507D of the City Unified Development Ordinance.

[Signature]
Jesse Wesolowski, City Attorney

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Exhibit A

Final Plat

Prairie Grass Preserve Subdivision

642
643
644

Exhibit B

City of Franklin Standard Form Easements

PROTECTED PROPERTY (OUTLOT 2)

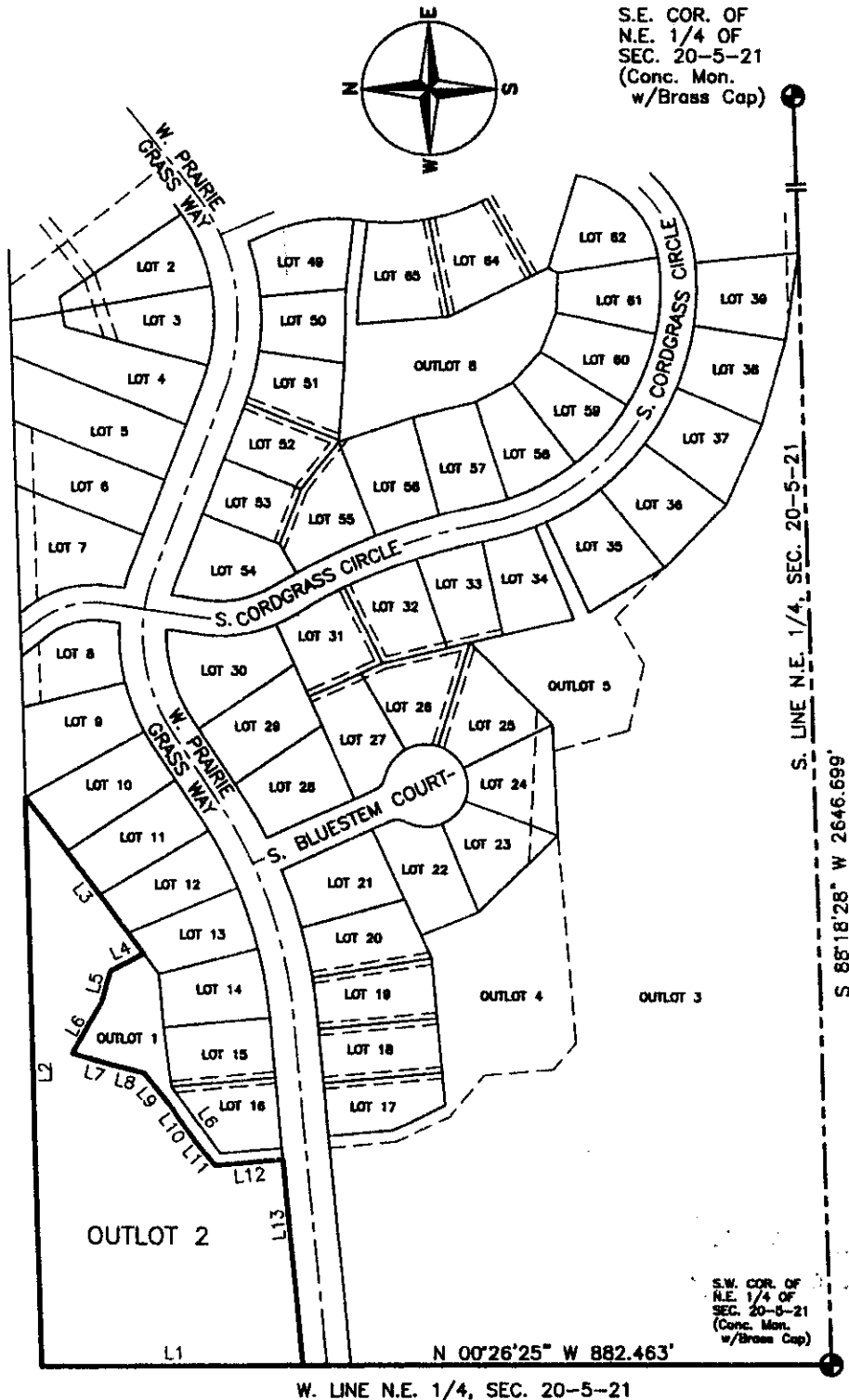
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°18'28" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4) 2646.699 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE NORTH 00°26'25" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) 882.463 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST PRAIRIE GRASS WAY AND TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER TO BE DESCRIBED; THENCE CONTINUING NORTH 00°26'25" WEST ALONG THE SAID WEST LINE 440.787 FEET; THENCE NORTH 88°15'43" EAST 963.601 FEET; THENCE SOUTH 53°03'52" WEST 333.020 FEET; THENCE NORTH 26°59'15" WEST 63.289 FEET; THENCE NORTH 74°26'17" WEST 56.604 FEET; THENCE NORTH 60°00'21" WEST 97.067 FEET; THENCE SOUTH 15°36'29" WEST 65.504 FEET; THENCE SOUTH 13°58'29" WEST 59.404"; THENCE SOUTH 51°11'07" WEST 71.064 FEET; THENCE SOUTH 54°40'34" WEST 74.917 FEET; THENCE SOUTH 50°30'11" WEST 53.012 FEET; THENCE SOUTH 05°30'53" EAST 114.605 FEET; THENCE SOUTH 84°29'07" WEST 349.327 FEET TO THE PLACE OF BEGINNING.

CONTAINING A TOTAL AREA OF 233,567 SQUARE FEET OF LAND.

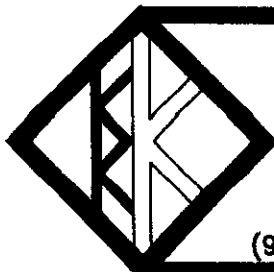
LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 00°26'25" W	440.787'
L2	N 88°15'43" E	963.601'
L3	S 53°03'52" W	333.020'
L4	N 26°59'15" W	63.289'
L5	N 74°26'17" W	56.604'
L6	N 60°00'21" W	97.067'
L7	S 15°36'29" W	65.504'
L8	S 13°58'29" W	59.404'
L9	S 51°11'07" W	71.064'
L10	S 54°40'34" W	74.917'
L11	S 50°30'11" W	53.012'
L12	S 05°30'53" E	114.605'
L13	S 84°29'07" W	349.327'



STATE OF WISCONSIN }
 COUNTY OF JEFFERSON } SS.

PLAN DATED: SEPTEMBER 13, 2004
 FILE NO.: D:\0210\EXHIBITA
 PLAN SCALE: 1" = 300'

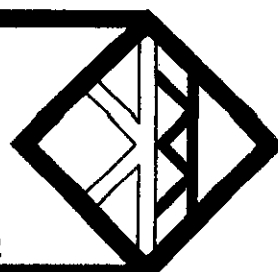


PIONEER ENGINEERING AND SURVEYING

CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS

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

(920) 699 - 3330 FAX: 699 - 3332

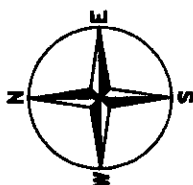


PROTECTED PROPERTY (OUTLOT 3)

ALL THAT PART OF THE SOUTHEAST QUARTER (SE 1/4) AND THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°18'28" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4) 771.239 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER TO BE DESCRIBED: THENCE NORTH 81°36'10" WEST 148.610 FEET; THENCE NORTH 74°32'23" WEST 145.120 FEET; THENCE NORTH 66°04'19" WEST 147.733 FEET; THENCE NORTH 46°02'23" WEST 148.841 FEET; THENCE NORTH 46°35'25" WEST 119.973 FEET; THENCE SOUTH 59°03'37" WEST 92.092 FEET; THENCE NORTH 77°06'42" WEST 114.683 FEET; THENCE NORTH 15°32'42" WEST 129.393 FEET; THENCE SOUTH 87°15'56" EAST 142.799 FEET; THENCE SOUTH 84°59'24" WEST 351.305 FEET; THENCE NORTH 49°40'49" WEST 57.303 FEET; THENCE NORTH 05°19'02" WEST 114.604 FEET; THENCE NORTH 50°21'54" WEST 90.528 FEET; THENCE NORTH 26°00'06" WEST 99.863 FEET; THENCE NORTH 05°30'53" WEST 112.614 FEET; THENCE SOUTH 84°29'07" WEST 369.540 FEET; THENCE SOUTH 00°26'39" EAST 802.148 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4); THENCE NORTH 88°18'28" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4) 1875.460 FEET TO THE PLACE OF BEGINNING.

CONTAINING A TOTAL AREA OF 745,652 SQUARE FEET OF LAND.

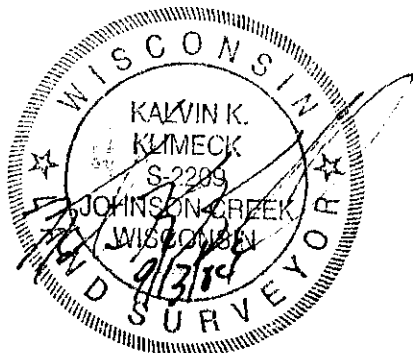
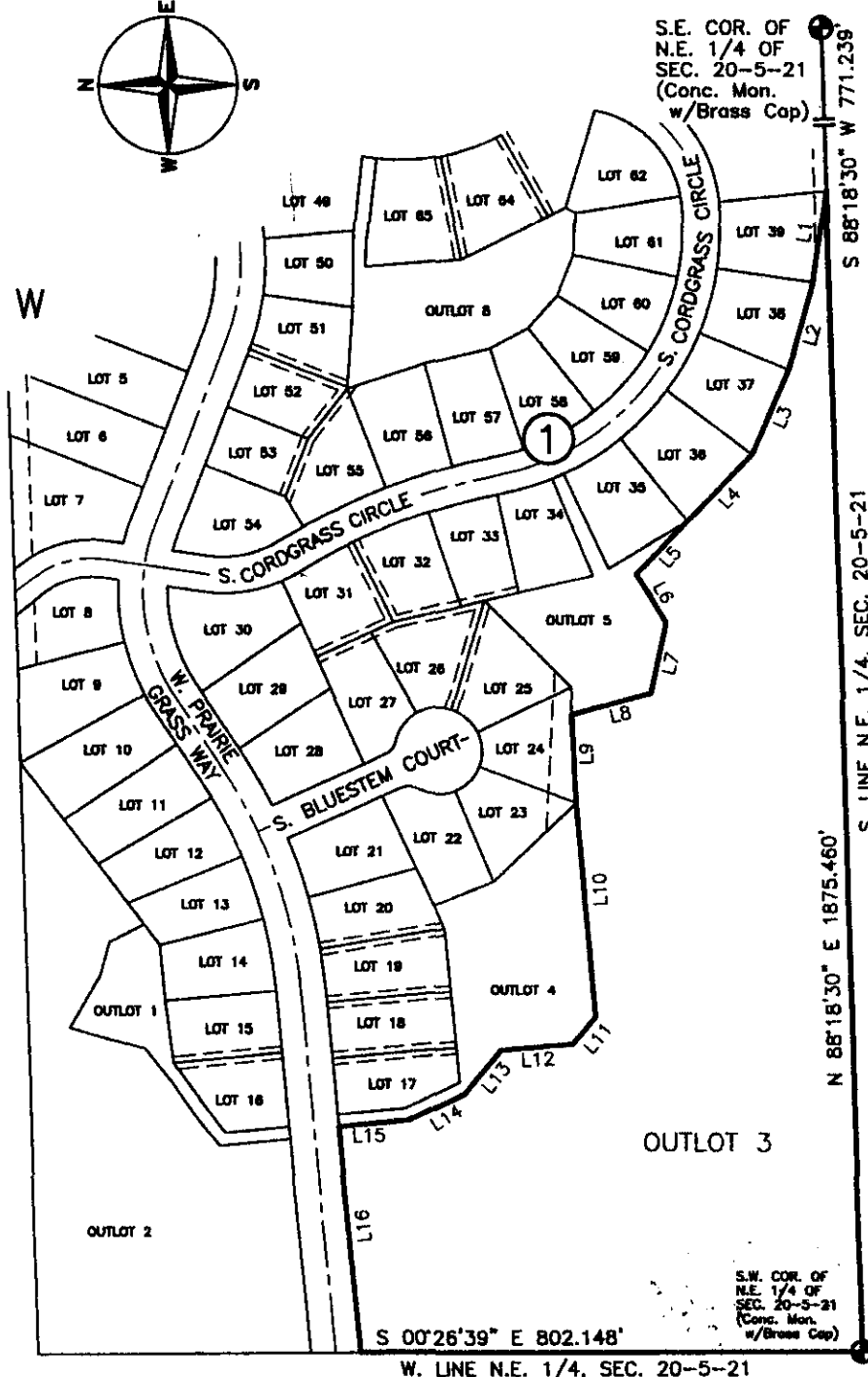


CURVE INFORMATION

- ① RAD= 430.000'
- ARC= 20.000'
- C.B.= N 23°19'56" W
- CHD= 19.998'

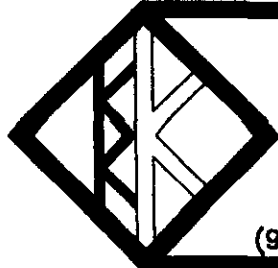
LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 81°36'21" W	148.610'
L2	N 74°32'23" W	145.120'
L3	N 66°04'19" W	147.733'
L4	N 46°02'23" W	148.841'
L5	N 46°35'25" W	119.973'
L6	S 59°03'37" W	92.092'
L7	N 77°06'42" W	114.683'
L8	N 15°32'42" W	129.393'
L9	S 87°15'56" W	142.799'
L10	S 84°59'24" W	351.305'
L11	N 49°40'49" W	57.303'
L12	N 05°19'02" W	114.604'
L13	N 50°21'54" W	90.528'
L14	N 26°00'06" W	99.863'
L15	N 05°30'53" W	112.614'
L16	S 84°29'07" W	369.609'



STATE OF WISCONSIN }
 COUNTY OF JEFFERSON } SS.

PLAN DATED: SEPTEMBER 13, 2004
 FILE NO.: D:\0210\EXHIBITA
 PLAN SCALE: 1" = 300'



PIONEER ENGINEERING AND SURVEYING

CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"
 JOHNSON CREEK, WI. 53038
 (920) 699 - 3330 FAX: 699 - 3332



EXHIBIT "B"

ACCESS & STORM WATER MANAGEMENT EASEMENT FOR POND #4/OUTLOT 5

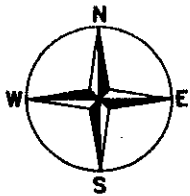
ALL THAT PART OF THE SOUTHEAST QUARTER (SE 1/4) AND THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°18'28" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 1300.532 FEET; THENCE DUE NORTH 239.257 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER TO BE DESCRIBED: THENCE NORTH 46°35'25" WEST 119.973 FEET; THENCE SOUTH 59°03'37" WEST 92.092 FEET; THENCE NORTH 77°06'42" WEST 114.683 FEET; THENCE NORTH 15°32'42" WEST 129.393 FEET; THENCE NORTH 87°15'56" EAST 44.237 FEET; THENCE NORTH 44°51'03" EAST 194.219 FEET; THENCE SOUTH 13°38'33" EAST 178.027 FEET; THENCE NORTH 68°00'01" EAST 170.000 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH CORDGRASS CIRCLE AND TO THE BEGINNING OF A CURVE OF RADIUS 430.000 FEET, THE CENTER OF WHICH LIES TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE SAID WEST RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 20.000 FEET, THE CHORD OF SAID ARC BEARING SOUTH 23°19'56" EAST 19.998 FEET; THENCE SOUTH 65°20'07" WEST 170.000 FEET; THENCE SOUTH 31°47'23" EAST 148.841 FEET TO THE PLACE OF BEGINNING.

THIS ACCESS AND STORM WATER MANAGEMENT EASEMENT FOR POND NUMBER 4 CONTAINS A TOTAL AREA OF 46,079 SQUARE FEET.

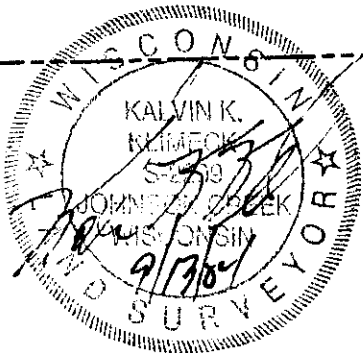
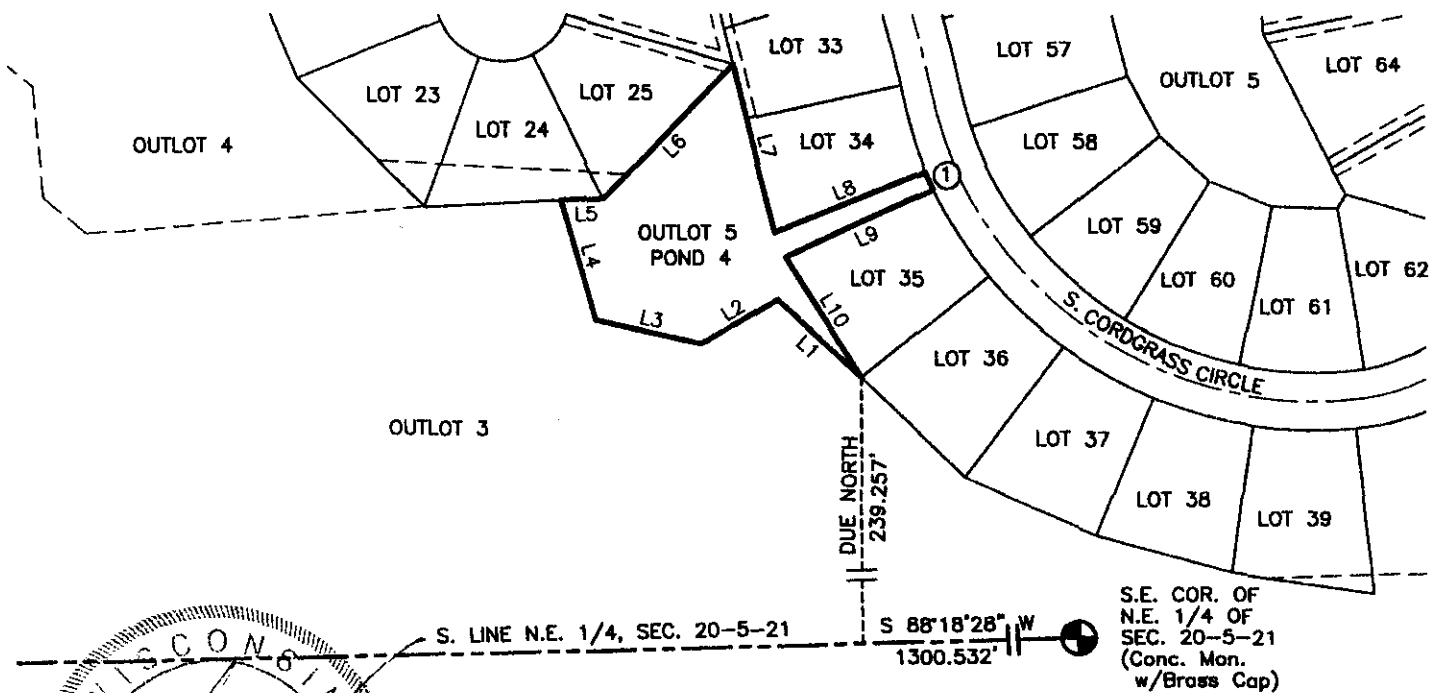
LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 46°35'25" W	119.973'
L2	S 59°03'37" W	92.092'
L3	N 77°06'42" W	114.683'
L4	N 15°32'42" W	129.393'
L5	N 87°15'56" E	44.237'
L6	N 44°51'03" E	194.219'
L7	S 13°38'33" E	178.027'
L8	N 68°00'01" E	170.000'
L9	S 65°20'07" W	170.000'
L10	S 31°47'23" E	148.841'



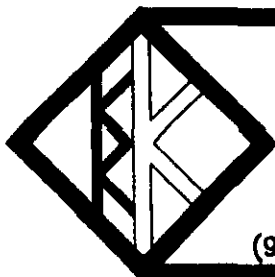
CURVE INFORMATION

- ① RAD= 430.000'
- ARC= 20.000'
- CHD= 19.998'
- C.B.= S 23°19'56" E



STATE OF WISCONSIN }
COUNTY OF JEFFERSON } SS.

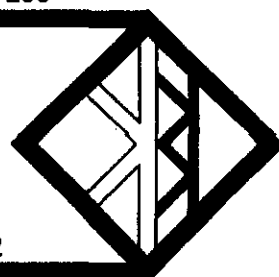
PLAN DATED: SEPTEMBER 13, 2004
FILE NO.: D:\0210\EXHIBITB
PLAN SCALE: 1" = 200'



PIONEER ENGINEERING AND SURVEYING

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038
(920) 699 - 3330 FAX: 699 - 3332



ACCESS & STORM WATER MANAGEMENT EASEMENT
FOR POND #5/OUTLOT 4

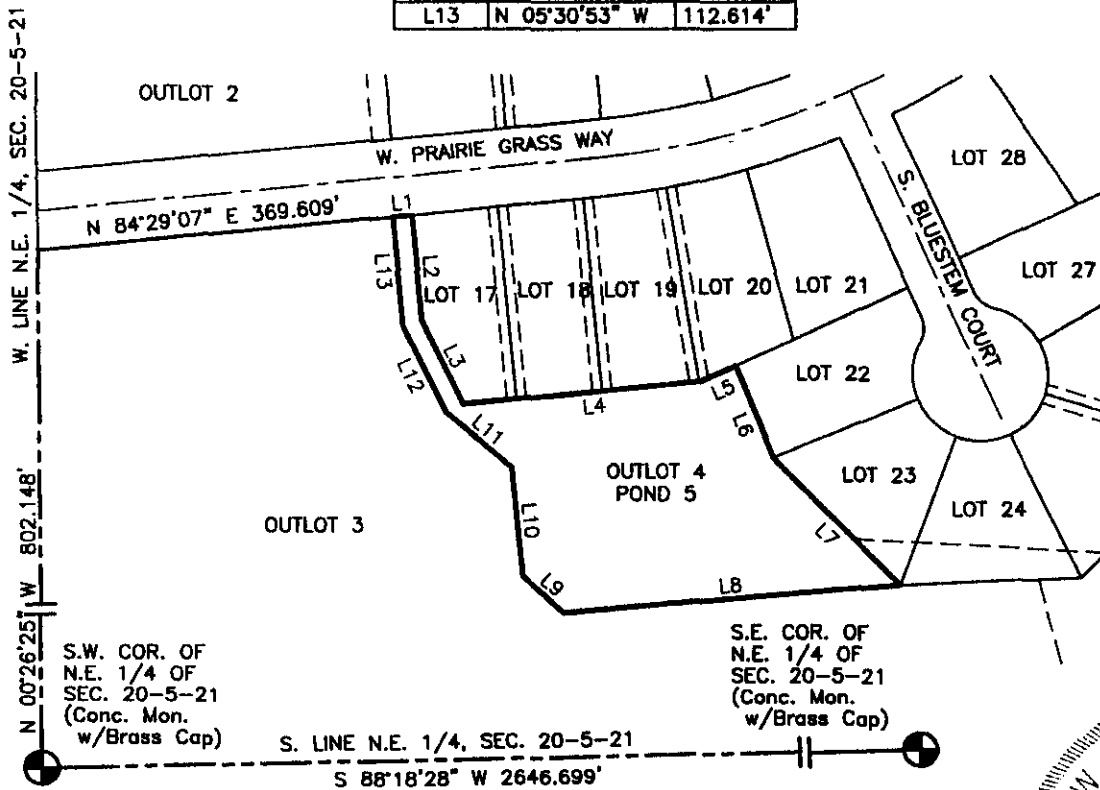
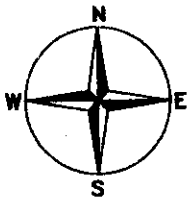
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°18'28" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 2646.699 FEET TO THE SOUTHWEST CORNER OF NORTHEAST QUARTER (NE 1/4); THENCE NORTH 00°26'39" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) 802.148 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST PRAIRIE GRASS WAY; THENCE NORTH 84°29'07" EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 369.609 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER TO BE DESCRIBED: THENCE CONTINUING NORTH 84°29'07" EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 20.000 FEET; THENCE SOUTH 05°30'53" EAST 109.000 FEET; THENCE SOUTH 26°00'06" EAST 97.144 FEET; THENCE NORTH 84°29'07" EAST 248.203 FEET; THENCE NORTH 65°23'07" EAST 42.128 FEET; THENCE SOUTH 22°23'04" EAST 103.722 FEET; THENCE SOUTH 44°47'39" EAST 185.605 FEET; THENCE SOUTH 84°59'24" WEST 351.305 FEET; THENCE NORTH 49°40'49" WEST 57.303 FEET; THENCE NORTH 05°19'02" WEST 114.604 FEET; THENCE NORTH 50°21'54" WEST 90.528 FEET; THENCE NORTH 26°00'06" WEST 99.863 FEET; THENCE NORTH 05°30'53" WEST 112.614 FEET TO THE PLACE OF BEGINNING.

THIS ACCESS AND STORM WATER MANAGEMENT EASEMENT FOR POND NUMBER 5 CONTAINS A TOTAL AREA OF 75,387 SQUARE FEET.

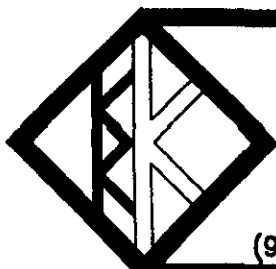
LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 84°29'07" E	20.000'
L2	S 05°30'53" E	109.000'
L3	S 26°00'06" E	97.144'
L4	N 84°29'07" E	248.203'
L5	N 65°23'07" E	42.128'
L6	S 22°23'04" E	103.722'
L7	S 44°47'39" E	185.605'
L8	S 84°59'24" W	351.305'
L9	N 49°40'49" W	57.303'
L10	N 05°19'02" W	114.604'
L11	N 50°21'54" W	90.528'
L12	N 26°00'06" W	99.863'
L13	N 05°30'53" W	112.614'



STATE OF WISCONSIN }
COUNTY OF JEFFERSON } SS.

PLAN DATED: SEPTEMBER 13, 2004
FILE NO.: D:\0210\EXHIBITB
PLAN SCALE: 1" = 200'



**PIONEER ENGINEERING
AND SURVEYING**

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

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

(920) 699 - 3330 FAX: 699 - 3332

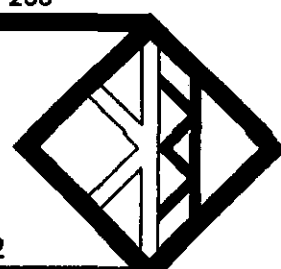


EXHIBIT "B"

ACCESS & STORM WATER MANAGEMENT EASEMENT FOR POND #6/OUTLOT 2

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

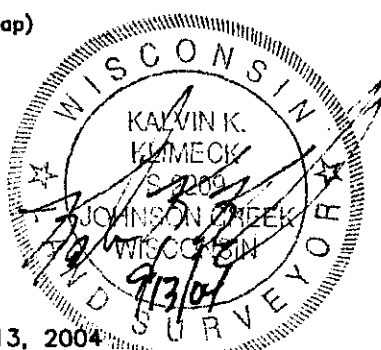
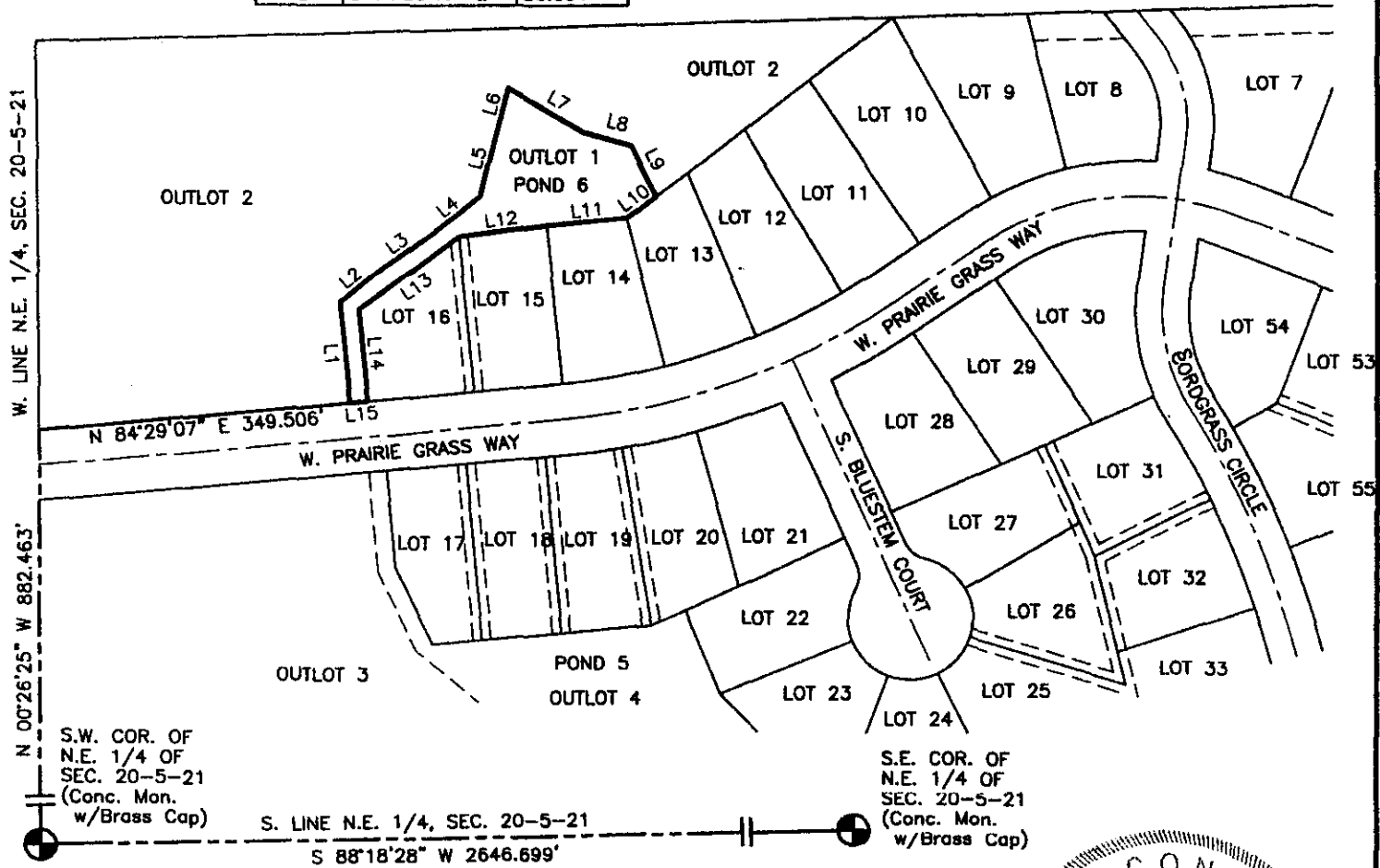
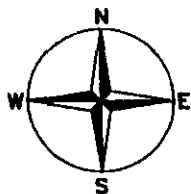
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°18'28" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 2646.699 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE NORTH 00°26'25" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) 882.463 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST PRAIRIE GRASS WAY; THENCE NORTH 84°29'07" EAST ALONG THE SAID NORTH RIGHT-OF-WAY LINE 349.506 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER TO BE DESCRIBED: THENCE NORTH 05°30'53" WEST 114.605 FEET; THENCE NORTH 50°30'11" EAST 53.012 FEET; THENCE NORTH 54°40'34" EAST 74.914 FEET; THENCE NORTH 51°11'07" EAST 71.064 FEET; THENCE NORTH 13°58'29" EAST 59.404 FEET; THENCE NORTH 15°36'29" EAST 65.504 FEET; THENCE SOUTH 60°00'21" EAST 97.067 FEET; THENCE SOUTH 74°26'17" EAST 56.604 FEET; THENCE SOUTH 26°59'15" EAST 63.289 FEET; THENCE SOUTH 53°03'52" WEST 42.135 FEET; THENCE SOUTH 84°29'07" WEST 90.826 FEET; THENCE SOUTH 82°28'51" WEST 100.061 FEET; THENCE SOUTH 53°20'47" WEST 140.201 FEET; THENCE SOUTH 05°30'53" EAST 104.000 TO THE SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 84°29'07" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE 20.000 FEET TO THE PLACE OF BEGINNING.

THIS ACCESS AND STORM WATER MANAGEMENT EASEMENT FOR POND NUMBER 6 CONTAINS A TOTAL AREA OF 26,640 SQUARE FEET.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 05°30'53" W	114.605'
L2	N 50°30'11" E	53.012'
L3	N 54°40'34" E	74.917'
L4	N 51°11'07" E	71.064'
L5	N 13°58'29" E	59.404'
L6	N 15°36'29" E	65.504'
L7	S 60°00'21" E	97.067'
L8	S 74°26'17" E	56.604'

NUMBER	DIRECTION	DISTANCE
L9	S 26°59'15" E	63.289'
L10	S 53°03'52" W	42.135'
L11	S 84°29'07" W	90.826'
L12	S 82°28'51" W	100.061'
L13	S 53°20'47" W	140.201'
L14	S 05°30'53" E	104.000'
L15	S 84°29'07" W	20.000'



STATE OF WISCONSIN }
COUNTY OF JEFFERSON } SS.

PLAN DATED: SEPTEMBER 13, 2004
FILE NO.: D:\0210\EXHIBITB
PLAN SCALE: 1" = 40'

PIONEER ENGINEERING AND SURVEYING

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

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

(920) 699 - 3330 FAX: 699 - 3332