CC&Rs
Maisonette Condominiums

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DECLARATION OF CONDOMINIUM
OF

MAISONETTE CONDOMINIUM

1550 N. Warren Ave.
Milwaukee, Wisconsin

Declarant
New Land Enterprises, LLP
a Wisconsin Limited Liability Partnership

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THIS DECLARATION
is made pursuant to Chapter 703 of the Wisconsin Statutes
(the Condominium Ownership Act, hereinafter called "the Act"),
on the date set forth below,
by
New Land Enterprises, LLP,
a Wisconsin Limited Liability Partnership
(hereinafter called "the Declarant").

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to subject the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

This Condominium is subject to use restrictions as provided by this Declaration and the bylaws of the Condominium, as enacted and amended from time to time.

Declarant hereby declares that it is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements located or to be constructed thereon (hereinafter called "the Property"), which is hereby subjected to the condominium form of ownership as provided in the Act and in this Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements contained in this Declaration and in the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS

The real estate described in Section 3 and all buildings and improvements on and to the Property shall be known as **MAISONETTE CONDOMINIUM.** The street address of the Condominium is **1550 North Warren Avenue, Milwaukee, Wisconsin 53202.**

3. LEGAL DESCRIPTION

MAISONETTE CONDOMINIUM is located on the land described in Exhibit B and further described in Exhibit C (consisting of a copy of the Condominium Plat), which is attached to and incorporated into this Declaration.

4. NUMBER, DEFINITION AND DESCRIPTION OF UNITS

4.1 Number. Subject to the provisions of Article 3 above, the number of units which are hereby declared as **MAISONETTE CONDOMINIUM** and subjected to the condominium form of ownership is 30 dwelling units and 68 parking units.

4.2 Definition. Each dwelling unit or parking unit shall be considered a separate unit under the Act. When the term "unit" is used in this Declaration or in the Bylaws or other rules and regulations without specifying the type of unit, it includes both dwelling units and parking units. All deeds, mortgages or other documents of conveyance or lien should specify whether the units referred to are dwelling units or parking units.

4.3 Description of Units.

(a) Dwelling Units. Each dwelling unit shall be a single apartment unit as more fully described on the Condominium Plat, a copy of which is attached hereto as Exhibit C. Dwelling units are intended for residential use only, and each dwelling unit is comprised of one or more cubicles of air at one or more levels of space, having its outer boundaries defined by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building, together with all fixtures and improvements contained within the boundaries, and including such porches, patios, balconies and other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the unit in the Condominium Plat, but excepting any such structures and equipment which are designated herein as common areas or limited common areas.

(b) Parking Units. Each parking unit shall be a cubicle of air within the underground parking garage and area as shown on the Condominium Plat, and shall be defined by the parking surface itself, by the ceiling, if any, of the level on which the space is located, and by four vertical planes whose lower corners are the endpoints of the painted stripes on the parking surface and which extend to the ceiling of the parking level, if there is a ceiling.

4.4 Identification of Units. The units are designated by identifying numbers as shown on the list attached hereto as Exhibit A and on the Condominium Plat. The approximate dimensions and floor area of each unit, and further details identifying and describing each unit, are shown on the floor plans which form a part of the Condominium Plat. Complete construction details are contained in working plans and drawings which are kept and available for inspection at the offices of the Declarant.

4.5 Rights Reserved by Declarant. Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, units, common elements and limited common elements shown on the Condominium Plat which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the building and units. For this purpose, Declarant shall have the exclusive right, without a vote of the other unit owners, to amend this Declaration for the purpose of recording a plat of survey or plans depicting the layout, location, unit numbers and dimensions of the building and units as finally located and erected.

5. BUILDINGS AND RESTRICTIONS

The buildings and units constructed or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

5.1 Improvements. Only one residential apartment or one parking space, as the case may be, shall be constructed within each dwelling unit or parking unit location as shown on the Condominium Plat. Any other improvements, paved areas, accessory systems or equipment serving the unit shall be located as shown on the Condominium Plat.

5.2 Dwelling Units: Residential Use. All dwelling units shall be used only for residential purposes.

5.3 Use of Parking Units. All parking units shall be used only for parking vehicles belonging to owners of dwelling units and their temporary guests. Parking units shall not be leased, rented or otherwise made available for use by any person not an owner of a dwelling unit in the condominium. Parking units shall not be used for storage of any kind, and shall not be used to store or park vehicles which are not operable and in regular use. The Association may, but is not required to, set by rule or Bylaw a length of time in which vehicles which are not operable, but which are repairable, may be kept in a parking unit while awaiting repair, and shall have the sole authority to regulate and administer all issues and disputes regarding parking, arising under this Paragraph or other provisions of this Declaration and of the Bylaws. Parking units owned by the Declarant may be used by the Declarant, its employees, agents, contractors (including subcontractors) and invitees, for any reasonable purpose consistent with the Declarant's construction, operation and sale of the condominium and of the various units.

5.4 Ownership of Parking Units Restricted. The Condominium is intended for and restricted to residential use only. For that reason, it is essential that no parking unit be owned by any person or entity which is not also the owner of a dwelling unit (except that parking units may be conveyed to and owned by the Association for use in executing the Association's duties and responsibilities). Owners of dwelling units are permitted to buy and sell parking units among themselves in order to accommodate their individual and unique parking needs. No parking unit may be owned by or conveyed to any person or entity which is not an owner of a dwelling unit, and no person who sells, conveys or otherwise relinquishes fee title or equitable title to a dwelling unit (including but not limited to a land contract vendor) may retain fee title or equitable title to a parking unit. Any conveyance, transaction or other arrangement which results in a parking unit being owned or controlled by any person or entity which is not the owner of a dwelling unit in MAISONETTE CONDOMINIUM (except the Association) is inconsistent with the intent of this Declaration and is prohibited. All parking units shall continue to be owned by the Declarant until they are sold and conveyed to a purchaser for value.

Parking

5.5 Building Exteriors. In order to maintain a pleasing and uniform exterior appearance of the condominium buildings, each unit shall maintain exactly the same exterior colors. All exterior replacement items, such as windows, siding, doors and the like, shall be the same brand, product, style and color as the original installation, if possible. If the original item is no longer available, substitutions may be made only with the prior written consent of the Association.

5.6 Maintenance. In order to maintain a pleasant and high-quality appearance of the Condominium, the Association shall maintain the exterior of the buildings in a condition as close as possible to the original. All exterior paint, brick, siding, trim, roofing, and the like shall be maintained, cleaned, replaced or painted or otherwise cared for, as the case may be, and shall be kept in pristine condition. The Association shall perform such work on the building and may specially assess the unit owners for the expenses involved. In the event that a unit owner does not pay any special assessment for any such work within 14 days of receiving the invoice for the work, the Association may assess the unit owner for that sum of money and may file a lien claim which will encumber the non-paying owner's title until paid in full.

6. COMMON ELEMENTS

6.1 Description. The common elements shall consist of all of the improvements and appurtenances of **MAISONETTE CONDOMINIUM**, except the individual units (dwelling units and parking units) and fixtures therein, as defined in this Declaration, including but not limited to the land on which the buildings are located; common roads, drives, walkways, courtyards and other open areas as shown on the Condominium Plat and all amendments thereto; water systems and other private utility lines; public utility lines; master television cable or antenna and line, if any; the landscaping done or to be done on the condominium property; bearing walls, floors and ceilings (except the interior surfaces thereof which form the outer boundaries of each dwelling unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring, sewer laterals, common rooms, outside walls, girders, beams and support and structural parts of the buildings. The public parking area, located at the rear of the building, shall be a common area, but may subjected to special rules and restrictions as set forth in the By-Laws. Each owner of a unit shall have an undivided interest in all of the common elements of the condominium.

6.2 Easements. Each dwelling unit owner shall have a valid exclusive easement to the space between the interior and exterior walls for the purpose of installing and maintaining additional utility outlets, wall hangings, and the like, and erection of non-bearing partition walls and similar structures, where the use of space between the walls may be necessary for such purposes, provided that the dwelling unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between units, and provided further that the common elements be restored to their former condition by the dwelling unit owner at the dwelling unit owner's sole expense upon completion of the item or termination of the use requiring the easement. Easements are hereby declared and granted for the benefit of the dwelling unit owners, and of the Association of Unit Owners (hereinafter established and described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units of any type.

6.3 Signage. No exterior signage of any kind shall be allowed in the common areas, attached to the buildings, displayed on the buildings or visible in windows or doors.

7. LIMITED COMMON ELEMENTS

7.1 Description. Portions of the common elements are designated as "limited common elements" on the Condominium Plat. Each limited common element is reserved for the exclusive use of the owner(s) of the unit to which it is appurtenant, to the exclusion of all other unit owners in the condominium. Such limited common elements include (but are not limited to) the outside deck, walks, patio or porches, if any, immediately and adjacent to each unit by which it has access by a door from the unit, and the like, which are shown as appurtenant to each unit on the condominium plat.

7.2 Use. The manner of use of each limited common element shall be determined by the owner of the unit to which it is appurtenant, provided that no such use shall be inconsistent with the purposes stated in this Declaration and the intent of the restrictions as set forth in this Declaration. No unit owner or occupant shall landscape, alter, obstruct or damage any limited common element, nor attach any object or equipment to any common element or limited common element, nor permit any such thing to be done, in any manner, without the written consent of the Declarant or of the Association, whichever is appropriate. As a specific example, though not intended to limit the application of this paragraph, satellite television "dishes" and other communication apparatus shall not be installed in or on limited

common areas without the written consent of the Declarant or of the Association, whichever is appropriate; but such consent shall not be unreasonably withheld.

8. OWNERSHIP OF UNITS; PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND IN LIMITED COMMON ELEMENTS.

8.1 Ownership in common. Each unit owner shall own a fee simple interest in the unit. Each unit owner shall also own an undivided interest in the common elements as a tenant in common with all other unit owners. Except as otherwise limited in this Declaration, unit owners and occupants shall have the right to use and occupy the common elements for all purposes incidental to the use and occupancy of their respective units as places of residence, and for such other incidental purposes permitted by this Declaration, which rights shall be appurtenant to and run with each unit.

8.2 Calculation of percentage interest. The percentage of the undivided ownership interest in the common elements relating to each unit, and accruing to its owner for the purposes of ownership and proportionate liability for and payment of common expenses, shall be determined at any time by dividing 100 by the total number of dwelling and parking units then existing in the condominium. This method and formula shall not be used to determine voting rights, which are set forth below.

9. ASSOCIATION OF UNIT OWNERS

9.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be members of an association of unit owners to be known as **MAISONETTE CONDOMINIUM OWNERS' ASSOCIATION, INC.** (hereinafter "the Association"), which shall be responsible and shall have exclusive authority for executing the purposes of this Declaration, including the management and control of the common elements and of the limited common elements. The Association shall be incorporated as a non-profit corporation under the laws of Wisconsin. Each unit owner and occupant shall have all of the rights and shall be subject to all of the obligations created by and existing under this Declaration, and shall be subject to and abide by such bylaws, rules and regulations as the Association may from time to time enact.

9.2 Units Entitled to Vote. In order to maintain an equitable balance among the unit owners, voting rights shall be based upon ownership of dwelling units only. Parking units shall not be considered for any purpose connected with voting rights.

9.3 Voting Rights. Each dwelling unit shall be entitled to one vote at meetings of the Association. Only one membership shall exist for each unit; if title to a unit is held by more than one person, the membership attributed to that unit shall be shared by the unit's owners according to the proportions and type of tenancy in which they hold title. Voting shall be by whole units only; no fractional votes shall be permitted. Shared membership interests must be voted as one, pursuant to the designation contained in the membership list maintained pursuant to the Bylaws. The Declarant shall be entitled to cast the vote attributable to each unit declared as a part of the condominium (whether actually built or not) but not yet sold, until such time as such unit is conveyed to another person or entity.

30 TOTAL UNITS
x .75
150
21 00
2250

THERE IS NO 10.4

9.3 Declarant Control. Except as provided in Paragraph 10.4 below,, the Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the members of the Board of Directors and the officers of the Association, and to amend the Bylaws or rules and regulations of the Association, until the earlier of: (a) 2 years from the date of the first sale of a unit by the Declarant; or (b) 30 days after the conveyance of 75 percent of the dwelling units by the Declarant to purchasers; or (c) until such earlier time as the Declarant may expressly waive its rights under this paragraph by a written notice delivered to the Association's Board of Directors, subject in each case to the provisions of the Act. For purposes of the contingency set forth as (b) above, the percentage shall be calculated on the total number of units completed and to be completed. Each owner of a unit in the condominium shall be deemed by acceptance of any deed to any unit to agree and consent to the right of the Declarant to control the Association for a limited time as set forth herein.

23 UNIT = 75%

7 UNITS UNSOL = -

9.4 Meeting to Elect Directors. Prior to the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least 25% of the Directors of the Association. Prior to the conveyance of 50% of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least 33 1/3% of the Directors of the Association. Meetings shall be held at least annually thereafter, at a time and place to be determined by the Board of Directors.

9.5 Association Personnel; Common Services. The Association may contract for, obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium, and may contract for such common services or utilities as it may determine to be necessary or advisable for each unit or for common elements.

9.6 Association Records. The Association shall have current copies of this Declaration with any amendments, the Condominium Plat, the Articles of Incorporation and Bylaws of the Association, any rules or regulations affecting the condominium, and the Association's books, records and financial information and statements available during normal business hours for inspection by unit owners or by holders, insurers or guarantors of first mortgages upon units in the condominium. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

10. RESIDENTIAL PURPOSE

10.1 Uses Restricted. The condominium buildings and the units and common areas are intended for and restricted exclusively to residential uses as governed by the terms and conditions of this Declaration and by the Bylaws of the Association. The only exception to this restriction shall be the public parking area, which shall be operated by the Association as a business for the purpose of providing parking accommodations to the general public on a lease or rental basis.

10.2 Rights Reserved by Declarant. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various units, owned and selected by the Declarant, as "model" units and sales offices, until all units declared and contemplated have been sold, or until such earlier time as may be determined by the Declarant. The Declarant further reserves the right, for its owners, officers, employees, subcontractors and invitees, to use a reasonable number of spaces in the public area, free of charge, for the same period of time.

11. REPAIRS AND MAINTENANCE

11.1 Individual Units. Each unit owner shall be responsible for keeping the interior of the unit and all of its equipment, fixtures and appurtenances in good order, pristine condition and repair and in a clean and sanitary condition, and shall be responsible for such decorating, painting and maintenance as may at any time be necessary or advisable to maintain the good condition, function and appearance of the unit, according to standards set forth in the Bylaws. Without in any way limiting the foregoing, each unit owner shall be responsible for the lighting fixtures, refrigerators, air conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment including washers and dryers, ranges or other equipment which may be in or connected with the unit.

11.2 Limited Common Elements. Each unit owner shall keep the limited common areas or elements appurtenant to the unit in a good, clean, sanitary and attractive condition.

THERE IS NO 12.1 OR 12.2 ABOVE OR BELOW

11.3 Association May Act; Assessments. If any unit owner fails to properly discharge the responsibilities set forth in Paragraphs 12.1 and 12.2 above, the Association may give notice in writing as to repairs, maintenance and cleaning it determines to be necessary. If the unit owner fails to properly take care of such matters within 30 days following receipt of such notice, the Association may accomplish any repairs and maintenance it determines to be necessary, and may assess the unit owner for any reasonable expenses incurred.

11.4 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities, and shall cause them to be well maintained and kept in good, clean and attractive condition, order, and repair. Without in any way limiting the foregoing, this shall include all repair, maintenance and snow removal for driveways and walkways, and all grass cutting and landscape maintenance and related activities, according to standards set forth in the Bylaws. All expenses of maintenance of the common elements shall be a common expense of the Association. The Association shall have sole authority over all additions, improvements and alterations to common elements and limited common elements. In the event any repair or maintenance of any of the common elements or limited common elements is necessitated by reason of misuse by, or negligence of, a unit owner or occupant, or of a tenant, guest or agent of a unit owner, the Association may charge and assess the reasonable expense of such repair or maintenance to the responsible unit owner.

11.5 Entry for Repairs. The Association, or any person or entity employed, retained or designated by it, may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public or common utilities, or for any other matters for which the Association is responsible. Such entry shall be made only with reasonable prior notice to the owner, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owner as practical. Any damaged caused by such entry, maintenance or repairs shall be repaired by the Association and treated as common expenses, except as allocable to an individual unit or units at the discretion of the Board of Directors.

11.6 Structural Changes by Unit Owners. A unit owner shall not, without first obtaining the written consent of the Association, make, or cause or permit to be made, any structural alteration, changes or improvements in or to the unit, or in or to the exterior of any building or any common or limited common elements and facilities, or make or install any improvements or equipment which may affect other units or the owners of other units. A unit owner shall not perform, or cause or allow to be

performed, any act or work which will impair the structural soundness or integrity of the buildings or units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

11.7 Unit Interiors. Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the unit and all walls, ceilings, floors and doors within the boundaries , and to erect partition walls of non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. PUBLIC PARKING AREA.

The public parking area, located at the rear of the building, shall be a common area, administered by the Association. The Association, at the discretion of the Board of Directors, may contract with a suitable outside party for the operation and maintenance of the public parking area. Under the terms of the original Agreement for Purchase between the City of Milwaukee and the Declarant, referred to elsewhere in this Declaration, the public parking area shall contain and consist of at least 44 parking spaces, all of which shall be offered to the general public on a lease or rental basis. Owners of units in the condominium who wish to make use of the public parking area may do so only under the same terms and conditions offered to the general public. Income generated by such leases or rentals shall be included in the general revenues of the Association and shall be used to defray, in part, its costs and expenses.

13. DESTRUCTION AND RECONSTRUCTION

13.1 Units. In the event of partial or total damage or destruction of a unit, the repair and restoration of the unit shall be the responsibility of the Association utilizing the proceeds of insurance upon the unit maintained by the Association. The unit shall be repaired and rebuilt as soon as practicable, and substantially to the same design, plan and color specifications as originally built.

13.2 Damage to or Destrnction of Common Elements. In the event of a partial or total damage or destruction of any part of the common elements and facilities, the damaged or destroyed items shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association, collected for such damage or destruction, shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 14 below. In the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds by the sum of $100,000.00 in the aggregate, the Association may determine not to rebuild or repair, by written consent of unit owners with not less than 75% of the aggregate number of votes in the Association, within 90 days after the date of the damage or destruction. As to each unit entitled to vote, such consent shall not be valid unless it is approved in writing by all mortgagees of the unit. In the event that the decision is made not to rebuild or repair, the Property shall be subject to an action for partition and shall be partitioned pursuant to Section 703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the common elements and in accordance with the priority of interests in each unit.

13.3 Repair or Reconstruction of Common Elements. If it is determined to repair and rebuild, the design, plan and specifications of any building or unit may vary from that of the original, with the approval of the Association; provided, however, that the number of square feet in any unit may not vary by more than 5% from the number of square feet in the unit as originally constructed, and the location of any building shall be substantially the same as the original. All costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all unit owners to the extent that the proceeds of any insurance collected are insufficient to pay the costs of repair or reconstruction.

14. INSURANCE

14.1 Units. Each individual unit owner shall be responsible for providing insurance for the interior of the unit and its contents, including but not limited to fixtures and improvements in the unit, and shall be responsible for the premiums on that insurance.

14.2 Common Elements. The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements and other common elements and limited common elements and any portions thereof which are a part of the Property in an amount not less than the full replacement value. The insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Insurance premiums and charges shall be a common expense.

14.3 Liability Insurance. The Association shall provide and maintain liability insurance covering the common elements with respect to all claims commonly insured against, in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workers' compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

14.4 Terms of Insurance. To the extent possible, all insurance obtained by the Association shall provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, and their respective servants, agents or guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one more unit owners or their servants, agents or guests, unless the Association is given 30 days prior written notice and the opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board of Directors in order to maintain coverage for full insurable value.

15. LIABILITY FOR COMMON EXPENSES

15.1 General Conditions. The costs of administration of the Association, common element insurance, repair, maintenance and other expenses of the common elements as set forth above, including but not limited to common services provided to the unit owners, including but not limited to common lighting, grass cutting for common elements, snow removal, repair and maintenance of drives and walks, and common utility and water services, shall be paid for by the Association as common expenses. The

Association shall make assessments against the unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements attributable to each unit, in the manner provided in the Bylaws of the Association. No unit owner and no unit ownership may be exempted from liability for contribution toward the common expenses by any waiver of the use or enjoyment of any of the common elements or services, or by the owner abandoning the unit; and no conveyance shall relieve the unit owner or grantor or the unit of such liability. A unit owner who sells or otherwise conveys the unit shall be jointly, severally and personally liable along with the grantee for the common expenses incurred up to the date of conveyance, until all expenses charged to the unit have been paid.

15.2 Assessments. Every assessment, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which it is charged, as provided in the Act. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses for the following year; if the annual assessment is prorated and paid in installments, the assessment shall not be considered due until the respective installment payment dates. In the event of delinquency of payment, the Association may assess penalties, interest and collection costs, and may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

Accelerate

15.3 Declarant's Responsibility. Until 75 percent of the total number of dwelling units established under this Declaration have been sold and conveyed to bona fide purchasers for value, the Declarant shall be responsible for the payment of all common expenses except replacement costs and reserves. In this regard, each unit owner shall pay to the Association, in the same manner as an assessment, a pro rata share of the common expenses as set forth in the Condominium Budget, and the Declarant shall be responsible for the payment of all other common expenses actually incurred.



ALL OF Of

15.4 Units Owned by Declarant. After 75 percent of the total number of dwelling units established under this Declaration have been sold and conveyed to purchasers for value, the Declarant shall be treated as a unit owner with respect to any dwelling units and parking units which have not been sold and conveyed to bona fide purchasers for value, and shall be responsible for the payment of the annual assessments or monthly installments, special assessments, and common expenses as set forth in this Declaration and the Association's Bylaws.



16. PARTITION

Common elements and limited common elements shall not be partitioned, through judicial proceedings or otherwise, except as otherwise provided in the Declaration, until or unless this Declaration is terminated and the Property is withdrawn from its terms, or from the terms of the Act; except that, if any unit is owned by two or more co-owners as tenants in common or joint tenants, or as marital property of any type, nothing in this Declaration shall be deemed to prohibit a voluntary or judicial partition of the unit as between the co-owners.

17. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the common elements and limited elements shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or

other instrument affecting title to such unit ownership without including therein both the owner's interest in the unit and the unit's corresponding percentage of ownership in the common elements and limited common elements. This prohibition is intended to prevent any severance of the combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including the other shall be deemed and taken to include the missing interest even though the missing interest is not expressly mentioned or described in the instrument.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association, and reserved for the benefit of the Declarant, for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and other communication lines and equipment, master cable television or antenna system lines and equipment, and electric conduits, lines and equipment including power transformers, over, under, along and on any part of the common elements, including the limited common elements, to service the condominium Property or the expansion land.

18.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement or shifting of any building, or the design or construction of any unit, any part of the common elements, or any limited common element, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. In no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements or limited common elements, if such encroachment occurs because of the willful and knowing conduct of any such owner.

18.3 Rights of Ingress and Egress. Each unit owner shall have an unrestricted perpetual right of ingress and egress to and from the unit, which shall be appurtenant to the unit and shall pass with the unit on transfer of ownership.

18.4 Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the real estate, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and shall be binding upon, the Declarant, its successors and assigns, and all unit owners, purchasers and mortgagees, and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT A WAIVER

19.1 Rights of Action. If any unit owner fails to comply with this Declaration or the Bylaws or decisions made by the Association, the Association or any other unit owner may sue such owner for any

actual damages caused by the failure, or for injunctive relief. In addition, the Association shall have the enforcement authority contained in this Declaration and in the Bylaws of the Association.

19.2 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option set forth in this Declaration, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment by a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. AMENDMENTS TO THE DECLARATION

Except as otherwise provided with respect to termination of the condominium form of ownership, this Declaration may be amended only with the written consent of owners of dwelling units which, taken together, have not less than two-thirds (2/3) of the votes in the Association. In the case of a unit which is subject to one or more mortgages, the unit owner's written consent is not effective unless it is approved by all of the mortgagees of the unit. Prior to completion of construction and sale by the Declarant, its successors or assigns, of all declared units, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of the Declarant as set forth in this Declaration. The original of each amendment shall be recorded in the Office of the Register of Deeds for Milwaukee County, and a complete copy of each amendment shall be mailed or personally delivered to each unit owner at the unit owner's address on file with the Association.

21. NOTICES

All notices and other documents required by this Declaration or the Bylaws to be given to any unit owner shall be sufficiently delivered if given to one owner of the unit, regardless of the number of owners having an interest in the unit. Notices and other documents required to be served upon the Declarant shall be given to the agent specified in this Declaration for receipt of process. All unit owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents, and the Secretary's duty with respect to the giving of any notice shall be deemed to have been discharged by mailing or personally delivering the notice to the unit owner's address as filed with the Secretary.

22. RESIDENT AGENT

The Declarant's agent for service of process and notices with respect to the condominium shall be Core Real Estate Services, LLC, 11512 North Port Washington Road, Mequon, Wisconsin 53092, who shall also serve as the initial Resident Agent for the Condominium until some other person or entity is designated as Resident Agent by the Board of Directors of the Association. That designation shall be made in writing and filed with the State of Wisconsin, Department of Financial Institutions or such successor agency as the State may designate for the purpose. A designation of a new Resident Agent in replacement of the initial Resident Agent shall be filed by the Association within 30 days after its

Secretary receives notice from the Developer, or has actual notice, that the Developer has sold and conveyed all of the units in the condominium, or at such earlier time as the initial Resident Agent may request in writing. The Association may designate successors to the Resident Agent by affirmative majority vote at a meeting of the Association at which a quorum of the unit owners are present or represented by proxy.

23. MORTGAGEE RIGHTS

23.1 Notices. The holder, insurer or guarantor of any first mortgage or land contract on a unit in the condominium, upon request given in writing to the Resident Agent, shall be entitled to receive notice from the Association as follows:

23.1.1 Written notice as to any default or delinquency in the performance by the unit owner-mortgagor, as to any obligation under the condominium documents, which default or delinquency is not cured within 30 days after written notice of said default or delinquency to the unit owner-mortgagor;

23.1.2 Written notice of the call of any meeting of the members or Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Association's Bylaws or the Articles of Incorporation in any material respect. A change to any of the following shall be considered material for this purpose:

(a) voting rights;

(b) assessments, assessment liens, or the priority of assessment liens;

(c) reserves for maintenance and repairs;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the common elements or limited common elements;

(f) redefinition of any unit boundaries;

(g) expansion or contraction of the condominium, or the addition, annexation or withdrawal of property to or from the same;

(h) insurance or fidelity bond;

(i) leasing of units;

(j) imposition of any restriction on unit owners' right to sell or transfer units;

(k) a decision by the Association to establish or discontinue self-management;

(l) restoration or repair of any part of the condominium after hazard damage or partial condemnation in a manner other than that specified in this Declaration;

(m) any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs;

(n) any provisions set forth in this Declaration which expressly benefit mortgage holders, insurers or guarantors.

23.1.3 Written notice of any damage or destruction to the common elements or limited common elements of the condominium, the aggregate amount of which exceeds $50,000.00, at such time as such time as the damage or destruction is known to the Board of Directors.

23.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

23.1.5 Written notice of any proposed action which requires the consent of mortgagees.

23.2 Certain Acts; Consent of Mortgagees Required. Except as provided by the Act in the case of damage to or destruction of all or any part of the condominium property, or changing percentages of ownership, the Association shall not do any of the following unless all of the mortgagees of at least 75 percent of the total number of dwelling units in the condominium have given their prior written consent:

23.2.1 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage.

23.2.2 Partition or subdivide any unit or common elements or limited common elements of the condominium.

23.2.3 By act or omission, seek to abandon the condominium or encumber or convey any part of the common elements or limited common elements of the condominium.

23.3 Information Required from Mortgagee. In order to be entitled to receive the notices specified above, a mortgage shall send a written request to the Resident Agent of the Association, stating the name and address of the mortgagee, along with the unit number or unit address on which it has a mortgage, insurance policy or guaranty.

24. NUMBER AND GENDER

Whenever used herein, unless the context requires otherwise, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

25. CAPTIONS

The captions, section and subsection headings and paragraph headings in this Declaration are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions of this Declaration.

26. SEVERABILITY

The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision, or of any part of a provision, shall not affect the validity or enforceability of the remaining provisions or portions of provisions.

IN WITNESS WHEREOF, the Declarant, NEW LAND ENTERPRISES, LLP, a Wisconsin Limited Liability Partnership, has caused this Declaration to be executed at Milwaukee, Wisconsin, as of the date set forth at the beginning of the Declaration.

NEW LAND ENTERPRISES, LLP,
a Wisconsin Limited Liability Partnership, by both of its partners:

Vladimir Shuk, Partner

Boris Gokhman, Partner

AUTHENTICATION

State of Wisconsin)
) ss.
Ozaukee County)

Signatures of Vladimir Shuk and Boris Gokhman authenticated this 24TH day of ~~February~~ APRIL, 2001.

Michael D. Corcoran
Member, State Bar of Wisconsin

Drafted by Attorney Michael D. Corcoran
SBN 1018578

C00060017

Exhibit A
List of Units

Dwelling Units

Each dwelling unit shall have a street address of 1550 North Warren Avenue, Milwaukee, Wisconsin 53202. Dwelling units are further distinguished by unit number, as follows:

Unit Number	Address	
100	1550 North Warren Avenue, Unit 100,	Milwaukee, Wisconsin 53202
101	1550 North Warren Avenue, Unit 101,	Milwaukee, Wisconsin 53202
102	1550 North Warren Avenue, Unit 102,	Milwaukee, Wisconsin 53202
103	1550 North Warren Avenue, Unit 103,	Milwaukee, Wisconsin 53202
104	1550 North Warren Avenue, Unit 104,	Milwaukee, Wisconsin 53202
105	1550 North Warren Avenue, Unit 105,	Milwaukee, Wisconsin 53202
106	1550 North Warren Avenue, Unit 106,	Milwaukee, Wisconsin 53202
107	1550 North Warren Avenue, Unit 107,	Milwaukee, Wisconsin 53202
108	1550 North Warren Avenue, Unit 108,	Milwaukee, Wisconsin 53202
109	1550 North Warren Avenue, Unit 109,	Milwaukee, Wisconsin 53202
110	1550 North Warren Avenue, Unit 110,	Milwaukee, Wisconsin 53202
111	1550 North Warren Avenue, Unit 111,	Milwaukee, Wisconsin 53202
112	1550 North Warren Avenue, Unit 112,	Milwaukee, Wisconsin 53202
113	1550 North Warren Avenue, Unit 113,	Milwaukee, Wisconsin 53202
114	1550 North Warren Avenue, Unit 114,	Milwaukee, Wisconsin 53202
115	1550 North Warren Avenue, Unit 115,	Milwaukee, Wisconsin 53202
300	1550 North Warren Avenue, Unit 300,	Milwaukee, Wisconsin 53202
301	1550 North Warren Avenue, Unit 301,	Milwaukee, Wisconsin 53202
302	1550 North Warren Avenue, Unit 302,	Milwaukee, Wisconsin 53202
303	1550 North Warren Avenue, Unit 303,	Milwaukee, Wisconsin 53202
304	1550 North Warren Avenue, Unit 304,	Milwaukee, Wisconsin 53202
305	1550 North Warren Avenue, Unit 305,	Milwaukee, Wisconsin 53202
306	1550 North Warren Avenue, Unit 306,	Milwaukee, Wisconsin 53202
307	1550 North Warren Avenue, Unit 307,	Milwaukee, Wisconsin 53202
308	1550 North Warren Avenue, Unit 308,	Milwaukee, Wisconsin 53202
309	1550 North Warren Avenue, Unit 309,	Milwaukee, Wisconsin 53202
310	1550 North Warren Avenue, Unit 310,	Milwaukee, Wisconsin 53202
311	1550 North Warren Avenue, Unit 311,	Milwaukee, Wisconsin 53202
312	1550 North Warren Avenue, Unit 312,	Milwaukee, Wisconsin 53202
313	1550 North Warren Avenue, Unit 313,	Milwaukee, Wisconsin 53202

Parking Units

Parking units shall have no street address. Parking units are numbered consecutively, 1 through 68, and are all located in the lower level parking garage. For a detailed layout, see the Basement Floor Plan attached to the Declaration as part of the Condominium Plat (Exhibit C).

Exhibit B

Legal Description of the Condominium Property

All that part of Lots 24 and 25, in Block 198, in Rogers Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:
Commencing at the Southwest corner of said Lot 24, said point being in the Southeasterly line of North Warren Avenue, thence in a Southeasterly direction along the Southwesterly line of said Lot, 133.5 feet to a point; thence Northeasterly and parallel to the Southeasterly line of North Warren Avenue, 26.23 feet to a point; thence Northwesterly and parallel to the Southwesterly line of said lot, 133.5 feet to a point in the Southeasterly line of said North Warren Avenue; thence Southwesterly along said line, 26.33 feet to the place of commencement.
ALSO, the Northeasterly 30.00 feet of the Northwesterly 1/2 of Lot 25, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
ALSO, the Northwesterly 1/2 of Lot 25, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, excepting therefrom the Northeasterly 30.00 feet and the Southwesterly 34.50 feet of said Northwesterly 1/2 of Lot 25.
ALSO, the Southwesterly 34.50 feet of the Northwesterly 1/2 of Lot 25, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
ALSO, the Northeasterly 23.75 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
ALSO, the Southwesterly 1/2 of the Northeasterly 47.50 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
ALSO, the Southwesterly 35.00 feet of the Northeasterly 82.50 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT C

CONDOMINIUM PLAT OF SURVEY
MAISONETTE CONDOMINIUM
CITY OF MILWAUKEE

LEGAL DESCRIPTION:
All that part of Lots 24 and 25, in Block 198, in Rogers Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:
Commencing at the Southwest corner of said Lot 24, said point being in the Southeasterly line of North Warren Avenue, thence in a Southeasterly direction along the Southwesterly line of said Lot, 133.5 feet to a point; thence Northeasterly and parallel to the Southeasterly line of North Warren Avenue, 26.25 feet to a point; thence Northwesterly and parallel to the Southwesterly line of said lot, 133.5 feet to a point in the Southeasterly line of said North Warren Avenue; thence Southwesterly along said line, 26.25 feet to the place of commencement.
ALSO, the Northeasterly 30.00 feet of the Northwesterly 1/2 of Lot 25, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
ALSO, the Northwesterly 1/2 of Lot 25, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, excepting therefrom the Northeasterly 30.00 feet and the Southwesterly 34.50 feet of said Northwesterly 1/2 of Lot 25
ALSO, the Southwesterly 34.50 feet of the Northwesterly 1/2 of Lot 25, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin,
ALSO, the Northeasterly 23.75 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
ALSO, the Southwesterly 1/2 of the Northeasterly 47.50 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
ALSO, the Southwesterly 35.00 feet of the Northeasterly 82.50 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.
Containing an area of 36,980 Square Feet of land.

REFERENCE BEARING: Bearings are referenced to the east r.o.w.line of N. Warren Ave within Block 198 of the Recorded plat of Rogers Addition and has a bearing of N 34°16' E.

NOTE: Iron pipes were not placed as a part of this survey.

ADDRESSES:
"1660 NORTH WARREN AVENUE, UNIT 101"
"1660 NORTH WARREN AVENUE, UNIT 102"
"1660 NORTH WARREN AVENUE, UNIT 103"
"1660 NORTH WARREN AVENUE, UNIT 104"
"1660 NORTH WARREN AVENUE, UNIT 105"
"1660 NORTH WARREN AVENUE, UNIT 106"
"1660 NORTH WARREN AVENUE, UNIT 107"
"1660 NORTH WARREN AVENUE, UNIT 108"
"1660 NORTH WARREN AVENUE, UNIT 109"
"1660 NORTH WARREN AVENUE, UNIT 110"
"1660 NORTH WARREN AVENUE, UNIT 111"
"1660 NORTH WARREN AVENUE, UNIT 112"
"1660 NORTH WARREN AVENUE, UNIT 113"
"1660 NORTH WARREN AVENUE, UNIT 114"
"1660 NORTH WARREN AVENUE, UNIT 115"

"1660 NORTH WARREN AVENUE, UNIT 301"
"1660 NORTH WARREN AVENUE, UNIT 302"
"1660 NORTH WARREN AVENUE, UNIT 303"
"1660 NORTH WARREN AVENUE, UNIT 304"
"1660 NORTH WARREN AVENUE, UNIT 305"
"1660 NORTH WARREN AVENUE, UNIT 306"
"1660 NORTH WARREN AVENUE, UNIT 307"
"1660 NORTH WARREN AVENUE, UNIT 308"
"1660 NORTH WARREN AVENUE, UNIT 309"
"1660 NORTH WARREN AVENUE, UNIT 310"
"1660 NORTH WARREN AVENUE, UNIT 311"
"1660 NORTH WARREN AVENUE, UNIT 312"
"1660 NORTH WARREN AVENUE, UNIT 313"

FOR SITE DIMENSIONS SEE PAGE 2
FOR BLDG DIMENSIONS SEE PAGE 3
FOR FLOOR PLANS SEE PAGES 4–14

John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S – 1820
Dated this 8th day of March 2001

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

STATE OF WISCONSIN
COUNTY OF WAUKESHA } ss
This above certificate subscribed and sworn to me this 8th day of March, 2001

Mary K. Cooney
MARY K. COONEY – NOTARY PUBLIC
My commission expires August 26, 2001.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

Cad File\ken\s5548\S5548condo-cdj5
File No. Milwaukee 474-condo

CONDOMINIUM PLAT OF SURVEY
MAISONETTE CONDOMINIUM
CITY OF MILWAUKEE

ADDRESS: 1660 N. WARREN AVENUE
LEGAL DESCRIPTION SEE PAGE 1

SITE

FOR BLDG DIMENSIONS SEE PAGE 3
FOR FLOOR PLANS SEE PAGES 4–14

N
W E
S

SCALE 1" = 40'
GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 ft.

CERTIFICATE OF SURVEYOR:

I, John R. stigler, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the MAISONETTE CONDOMINIUM, 1550 N. WARREN AVENUE a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S – 1820
Dated this 8th day of March 2001

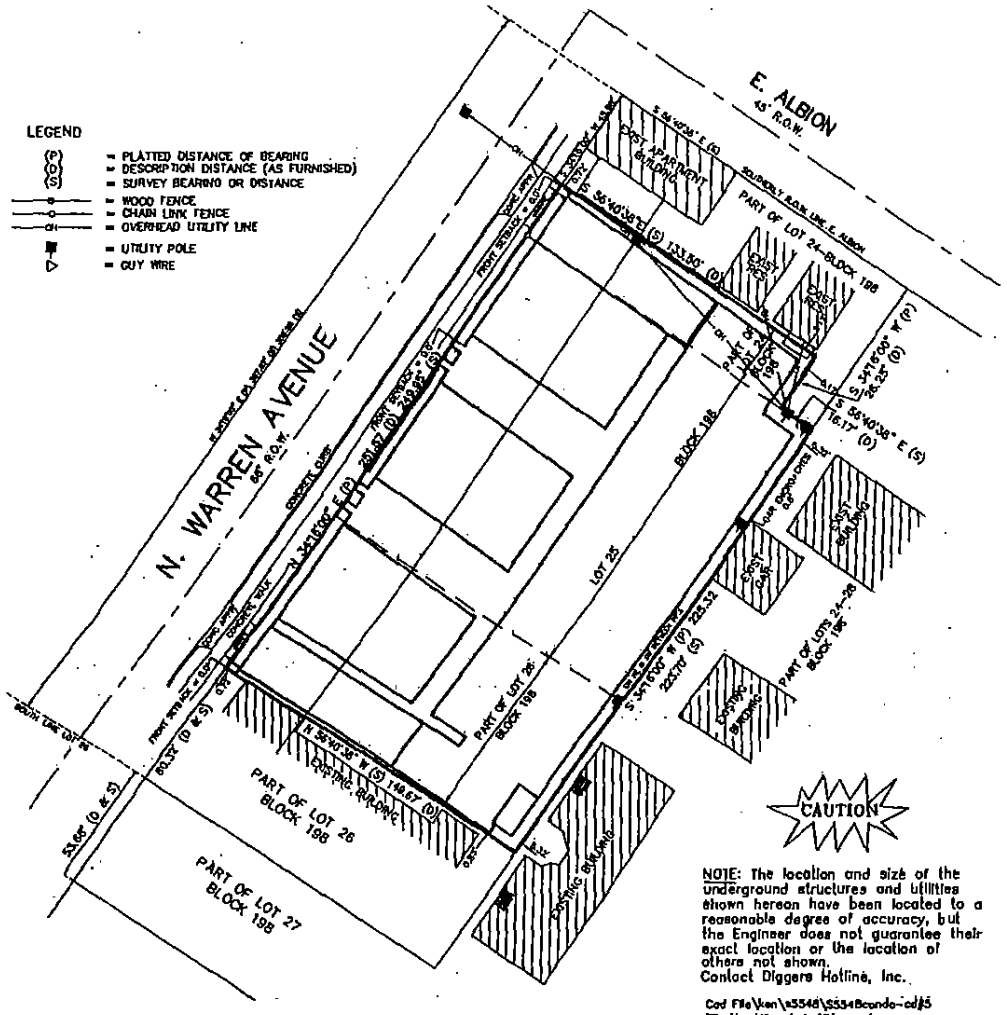
STATE OF WISCONSIN
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 8th day of March ;2001

Mary K. Cooney
MARY K. COONEY – NOTARY PUBLIC
My commission expires August 26, 2001.

NOTARY PUBLIC
MARY K. COONEY
STATE OF WISCONSIN

LEGEND
(P) = PLATTED DISTANCE OF BEARING
(D) = DESCRIPTION DISTANCE (AS FURNISHED)
(S) = SURVEY BEARING OR DISTANCE
= WOOD FENCE
= CHAIN LINK FENCE
= OVERHEAD UTILITY LINE
= UTILITY POLE
= GUY WIRE



CAUTION

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

Cad File\ken\s5548\S5548condo-cd.dwg
File No. Milwaukee 474-condo

INSTRUMENT DRAFTED BY Kenneth L. Thomas

BUILDING DETAIL

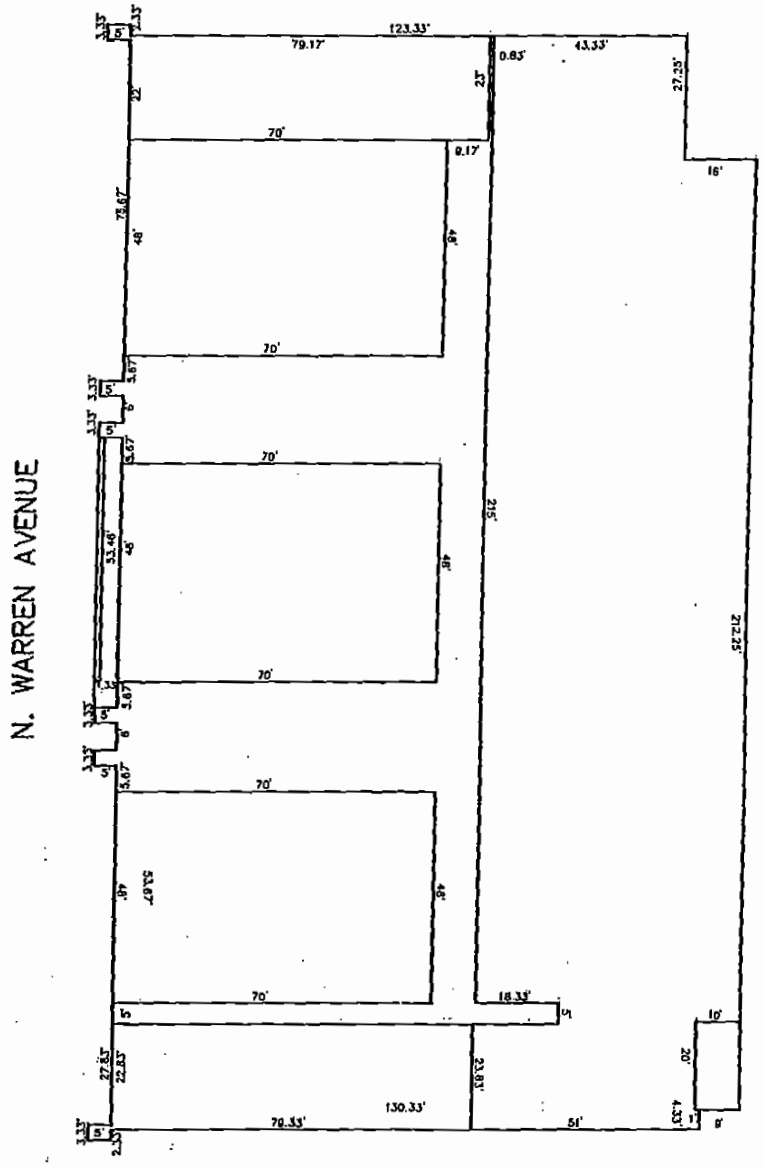
MAISONETTE CONDOMINIUM

CITY OF MILWAUKEE



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



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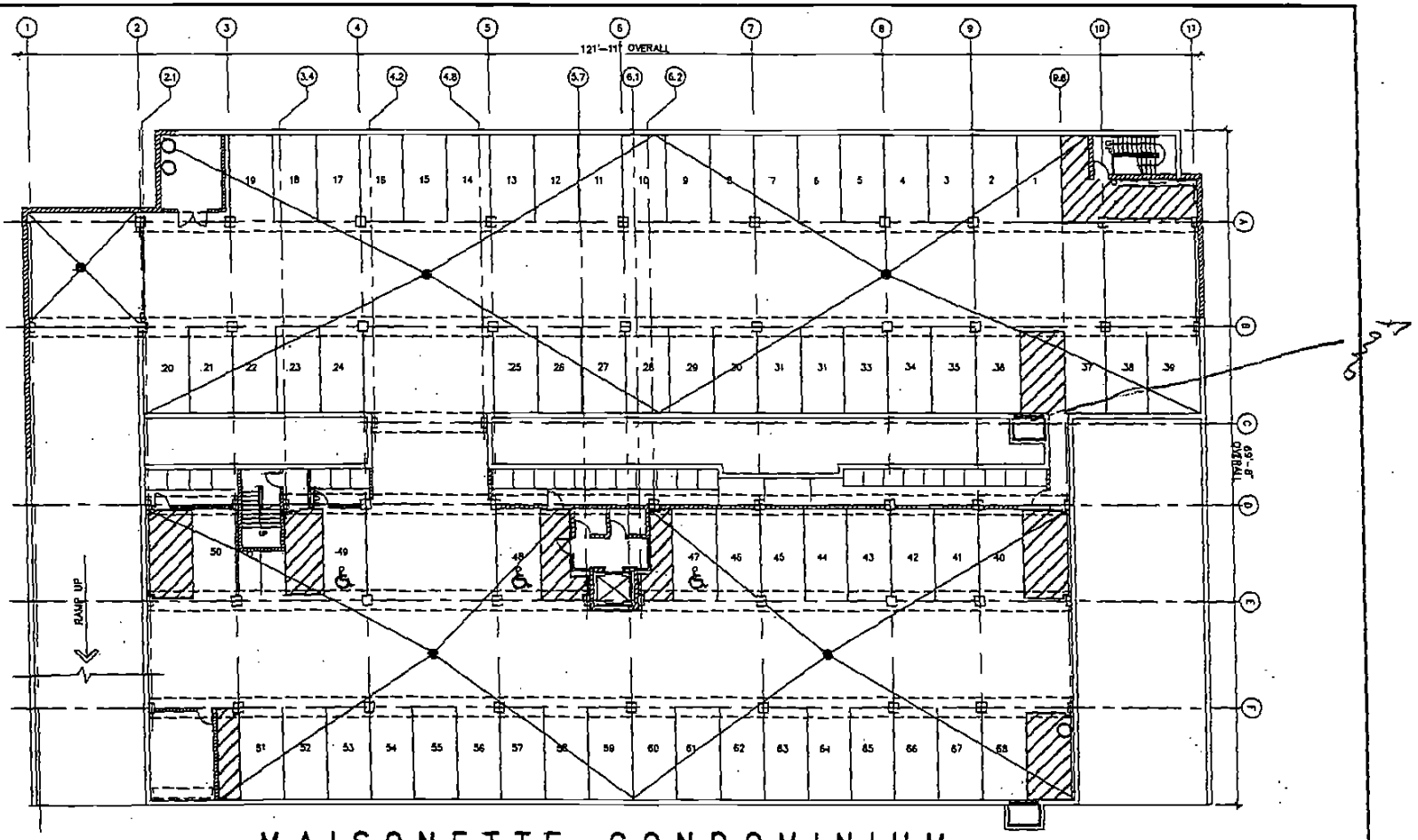
File No. Milwaukee 474-condo

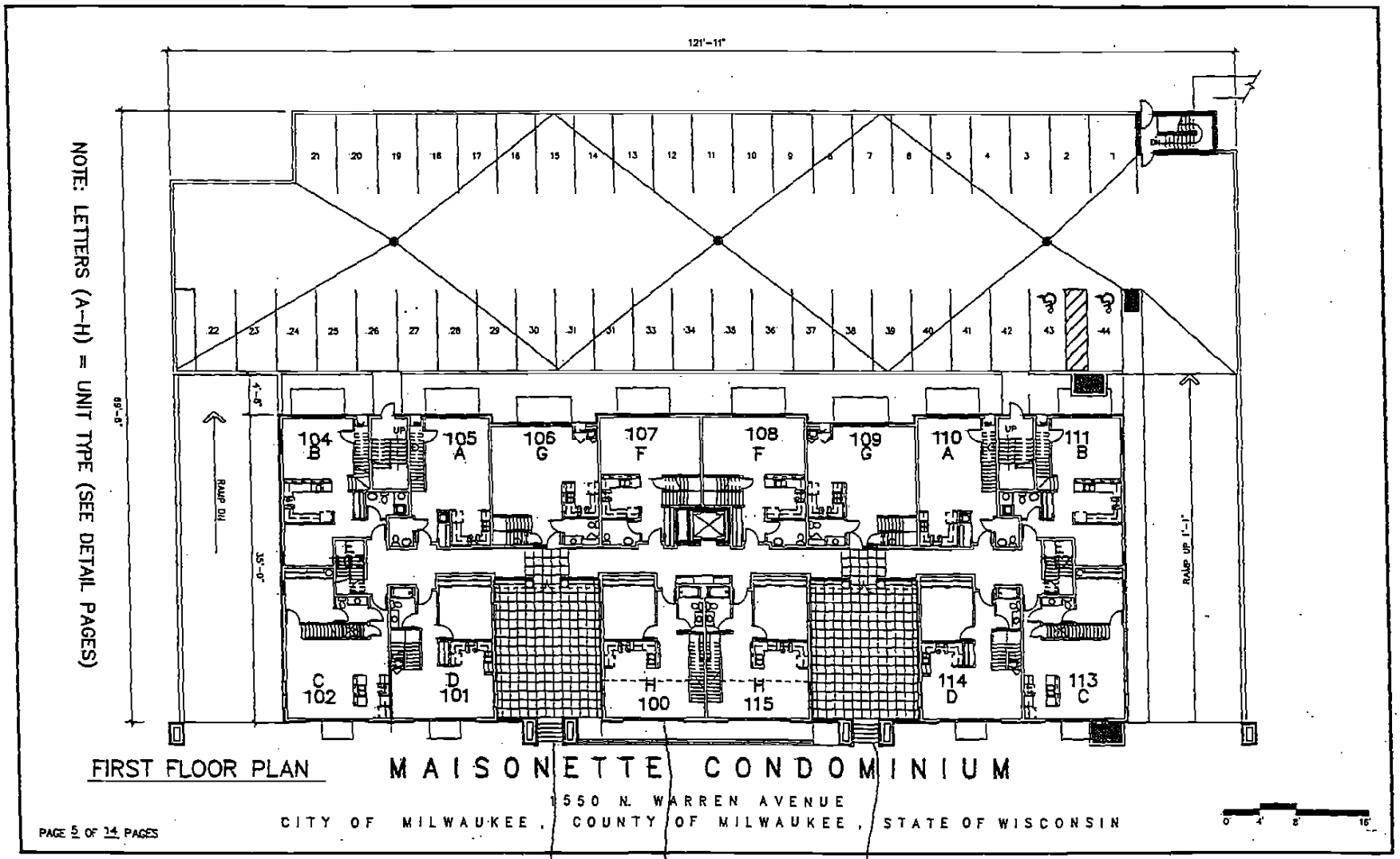


MAISONETTE CONDOMINIUM

BASEMENT FLOOR PLAN

1550 N. WARREN AVENUE

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

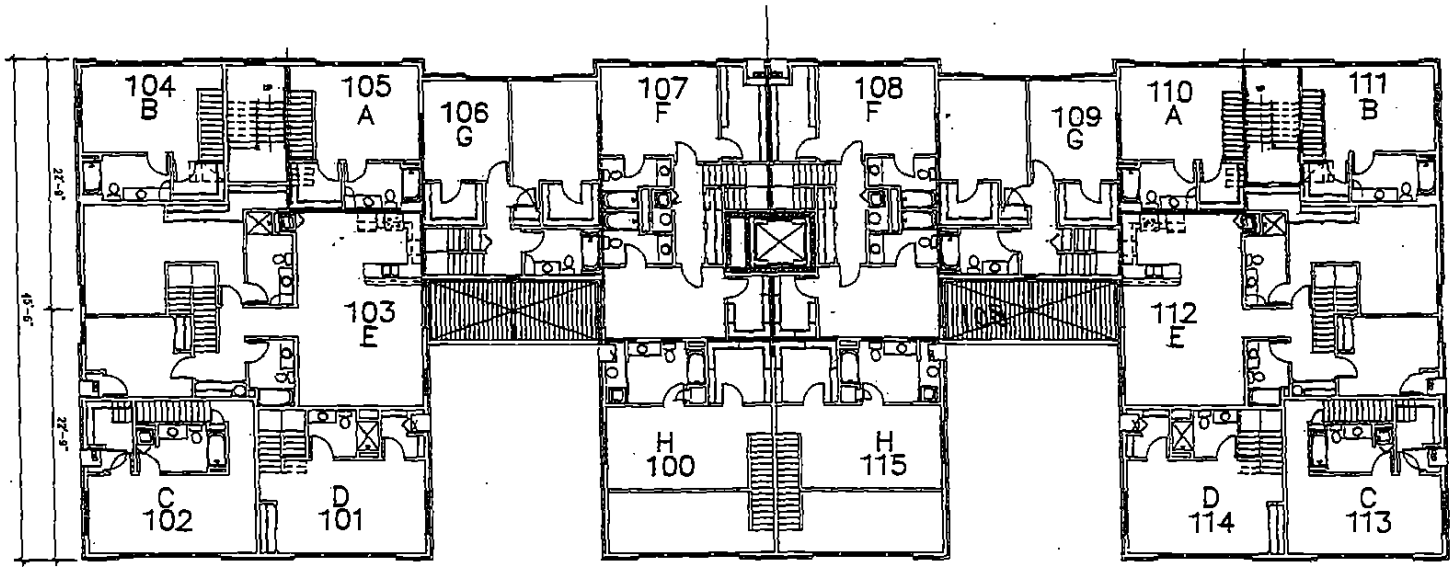


FIRST FLOOR PLAN

MAISONETTE CONDOMINIUM

1550 N. WARREN AVENUE

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN



NOTE: LETTERS (A–H) = UNIT TYPE (SEE DETAIL PAGES)

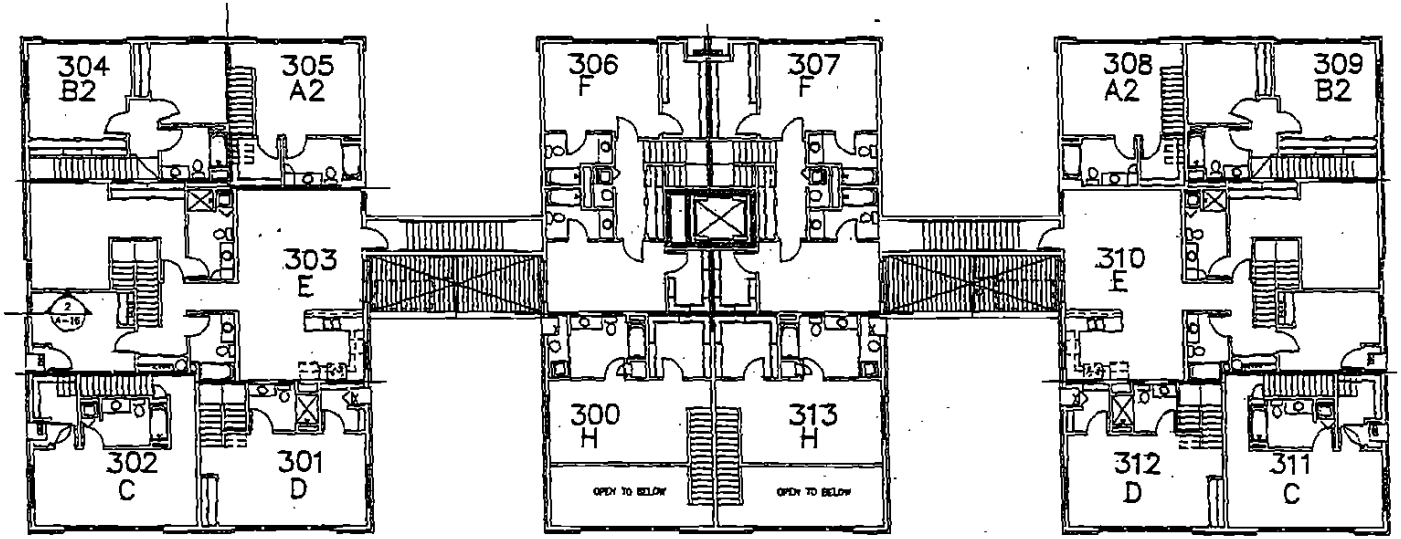
F

SECOND FLOOR PLAN

MAISONETTE CONDOMINIUM

1550 N. WARREN AVENUE

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN



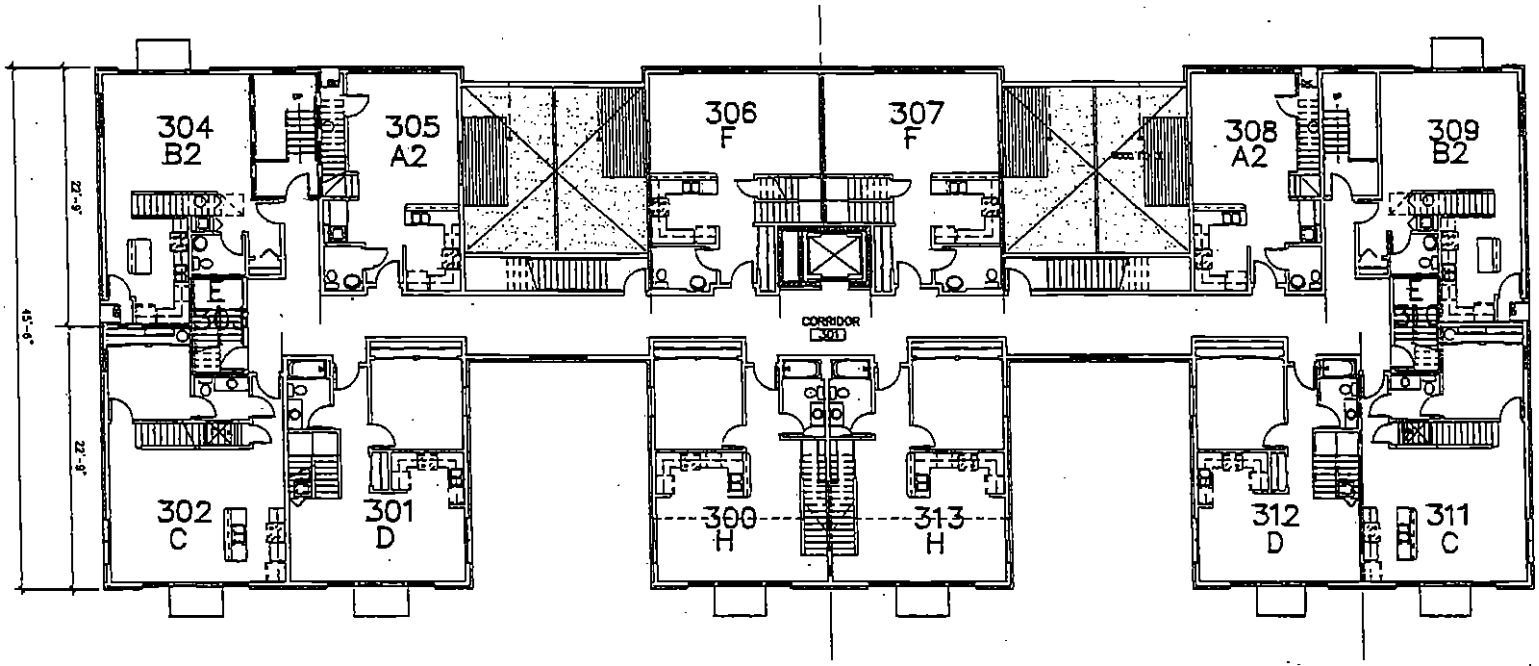
NOTE: LETTERS (A–H) = UNIT TYPE (SEE DETAIL PAGES)

MAISONETTE CONDOMINIUM

FOURTH FLOOR PLAN

1550 N. WARREN AVENUE

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN



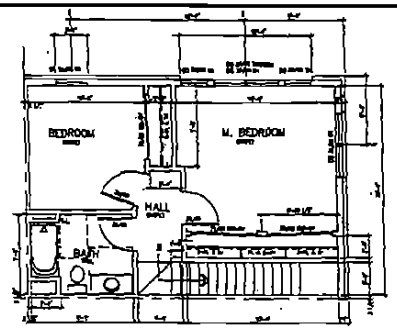
NOTE: LETTERS (A–H) = UNIT TYPE (SEE DETAIL PAGES)

MAISONETTE CONDOMINIUM

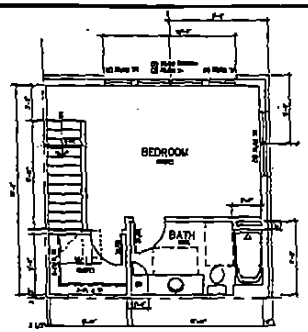
1550 N. WARREN AVENUE

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

THIRD FLOOR PLAN



(8) SECOND LEVEL ENLARGED UNIT TYPE "B2"



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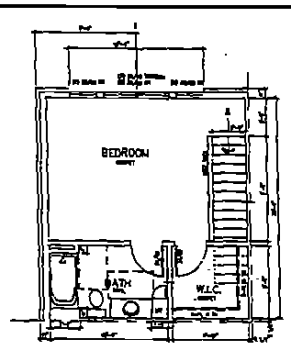
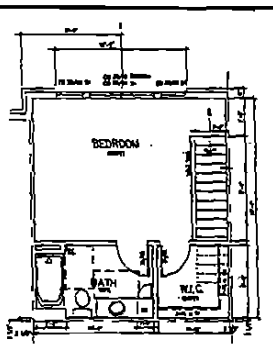


(4) SECOND LEVEL ENLARGED UNIT TYPE "A2"



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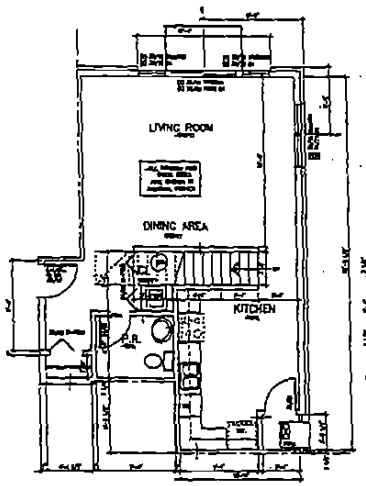
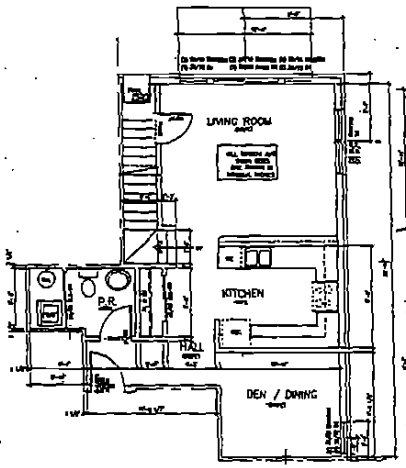


(7) FIRST LEVEL ENLARGED UNIT TYPE "B2"



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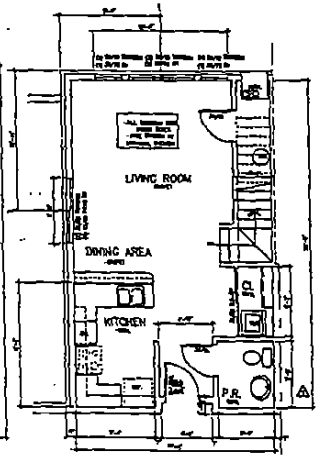

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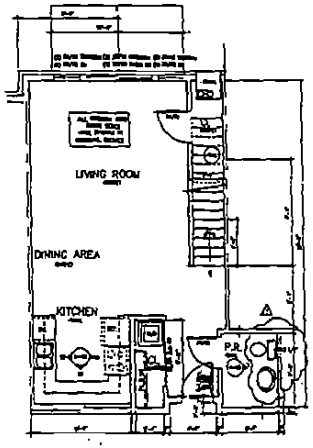
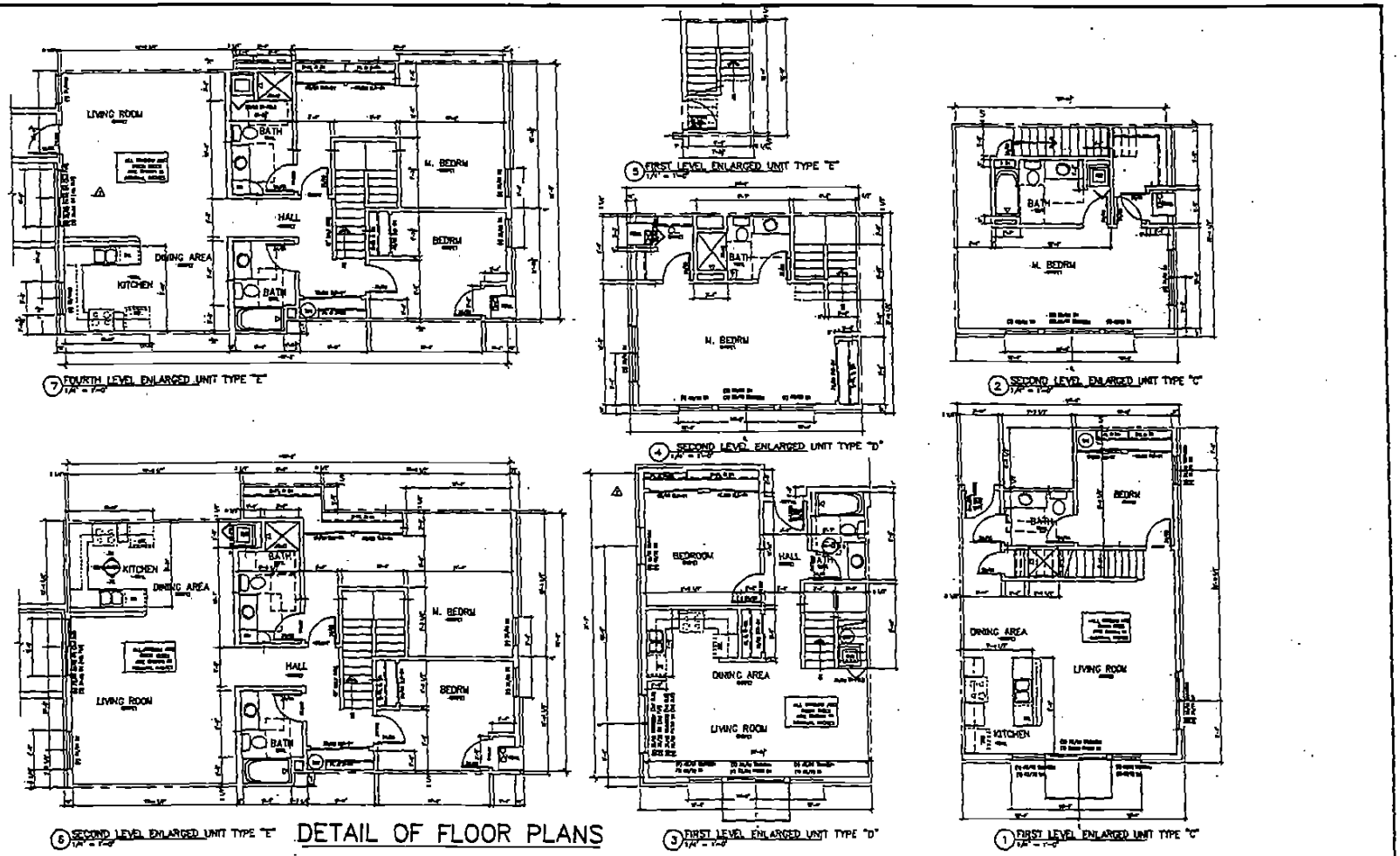


(1) FIRST LEVEL ENLARGED UNIT TYPE "A"

DETAIL OF FLOOR PLANS

MAISONETTE CONDOMINIUM

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

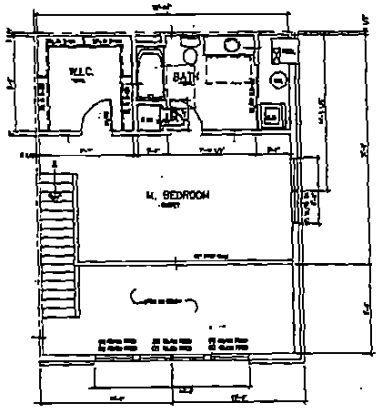


DETAIL OF FLOOR PLANS

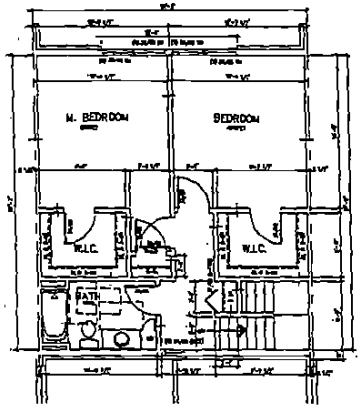
MAISONETTE CONDOMINIUM

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

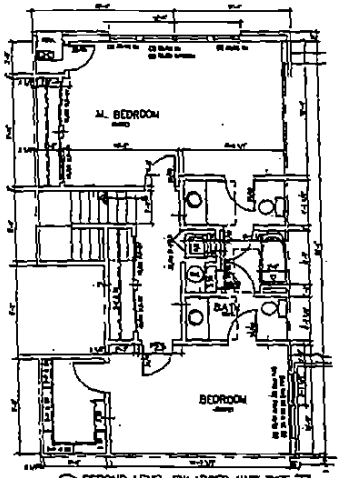
DETAIL OF FLOOR PLANS



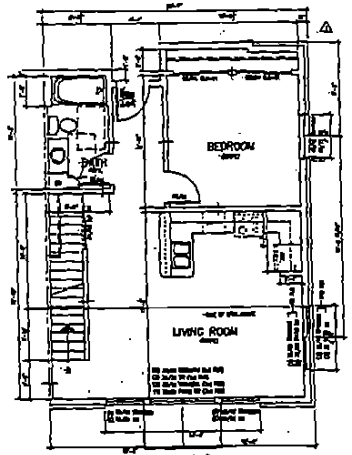
8 SECOND LEVEL ENLARGED UNIT TYPE "H"



4 SECOND LEVEL ENLARGED UNIT TYPE "G"



2 SECOND LEVEL ENLARGED UNIT TYPE "F"



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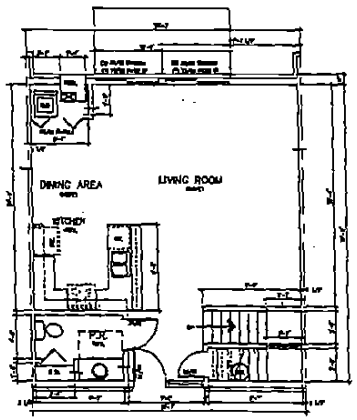
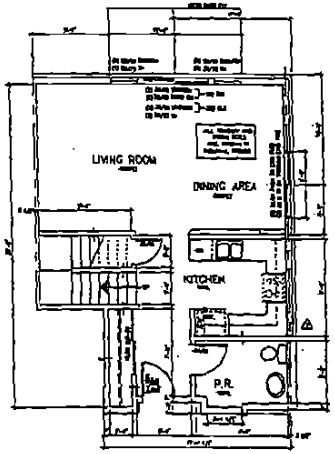


3 FIRST LEVEL ENLARGED UNIT TYPE "G"

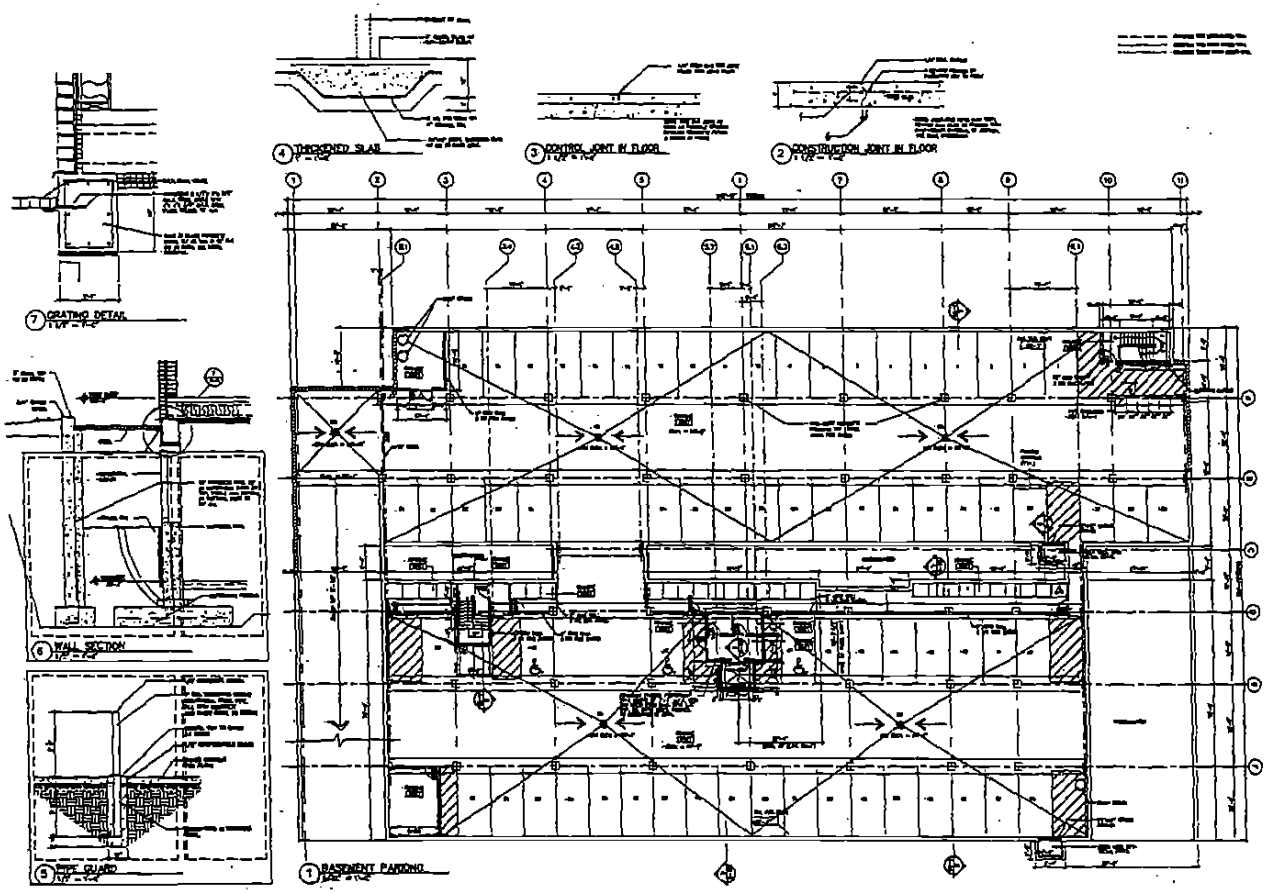


1 FIRST LEVEL ENLARGED UNIT TYPE "F"

0' 4' 8' 16'

MAISONETTE CONDOMINIUM

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN



DETAIL OF BASEMENT LEVEL & PARKING

MAISONETTE CONDOMINIUM

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

0 4' 8' 16'



WEST ELEVATION

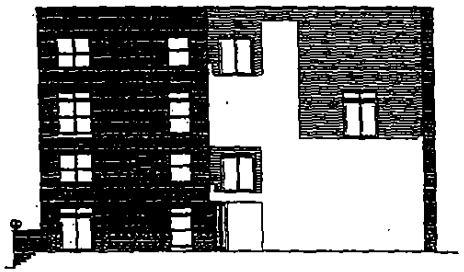


EAST ELEVATION

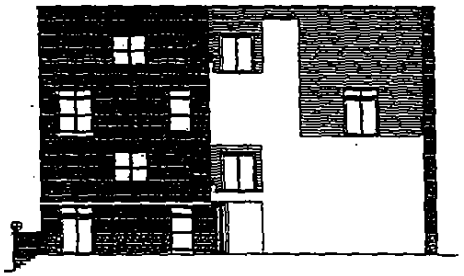
MAISONETTE CONDOMINIUM

1550 N. WARREN AVENUE

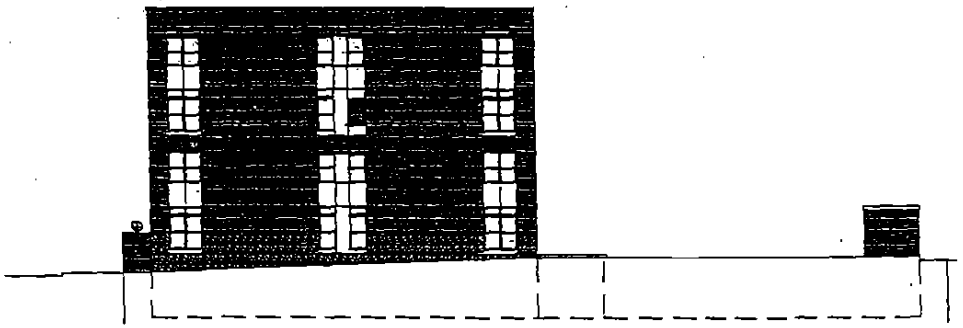
CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN



COURTYARD ELEVATION



COURTYARD ELEVATION

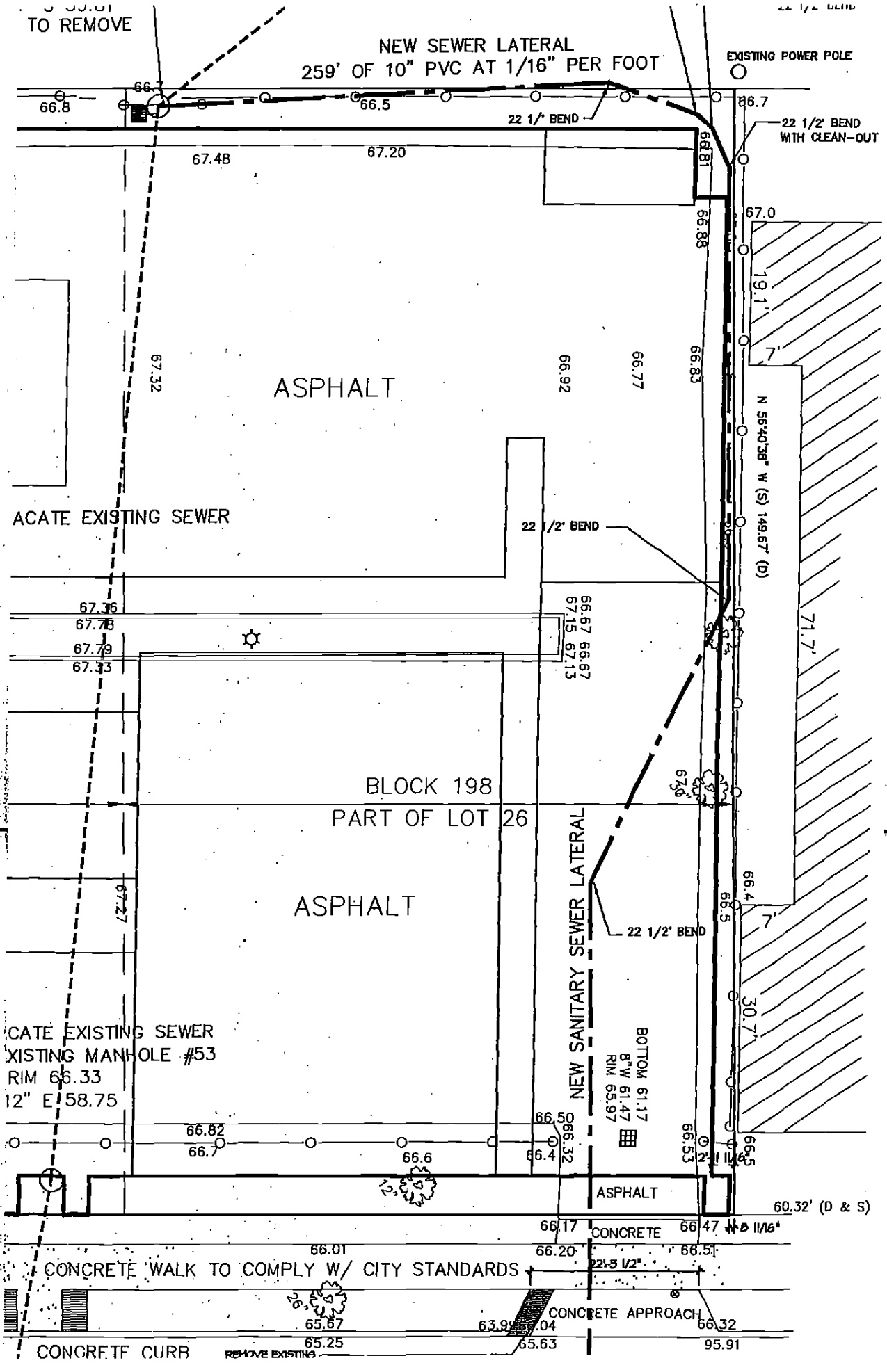


SOUTH ELEVATION. (north sim.)

MAISONETTE CONDOMINIUM

1550 N. WARREN AVENUE

CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN


TO REMOVE
NEW SEWER LATERAL
259' OF 10" PVC AT 1/16" PER FOOT
EXISTING POWER POLE
66.8
66.7
66.5
66.7
22 1/2' BEND
22 1/2' BEND
WITH CLEAN-OUT
67.48
67.20
66.81
66.88
67.0
19.1'
7'
67.32
ASPHALT
66.92
66.77
66.83
N 55°40'38" W (S) 149.67' (D)
ACATE EXISTING SEWER
22 1/2' BEND
67.36
67.78
67.79
67.33
66.67
66.67
67.15
67.13
71.7'
BLOCK 198
PART OF LOT 26
67.27
ASPHALT
66.4
66.5
7'
22 1/2' BEND
NEW SANITARY SEWER LATERAL
30.7'
CATE EXISTING SEWER
XISTING MANHOLE #53
RIM 66.33
12" E 58.75
BOTTOM 61.17
8"W 61.47
RIM 65.97
66.82
66.7
66.6
66.50
66.32
66.4
66.53
66.5
ASPHALT
60.32' (D & S)
66.17
CONCRETE
66.47
66.01
66.20
66.5
CONCRETE WALK TO COMPLY W/ CITY STANDARDS
65.67
65.25
CONCRETE APPROACH
66.32
95.91
CONCRETE CURB
REMOVE EXISTING
65.63

AGREEMENT

Right of way for Sewer through
LOt 25, Block 198 in Rogers
Subdivision First Ward.
Warren Ave.

Juluis Goll, John Kerler and
August Frank to City of
Milwaukee.

See following -
Partial Release of this
[V. 72-259 (1861)] for
NORG - Southeast 1/2

C.C. Pes'l # - 80894 SEWER-PLAN - 19-10 E.4L
Adopted - 4/2/45 page 2179 - 44-45
Sewer Plan - 19-10
Atlas Page - 359

Know all men by these presents. That whereas City of Milwaukee, contemplate constructing a Brick Sewer, commencing on Prospect Street in the First Ward of said City and running thence through Lot, 25, in Block 198 in said Ward to a point on the North line of Lot One (1) in Block One hundred ninety-seven (197) in said Ward, where it is to empty into a ravine.

Now Therefore, we Julius Goll, John Kerler and August Frank of the City of Milwaukee, and owners of said Lot 25, in Block 198 in said First Ward, in consideration of one dollar and other valuable considerations to us paid do hereby agree to give the right of way through said Lot 25 in Block 198 to the City of Milwaukee for the construction and maintaining of said Brick Sewer, above referred to gratis, and to release the City of and from all damages that may accrue to us and our apigns by reason of the construction of said Sewer through said Lot 25, in Block 198, Provided that the benefits apeped or levied on us for the construction of said Sewer. Through said Lot 25, Block 198, shall not exceed the sum of Thirty dollars which sum so levied or apeped. We agree to pay up to that amount. And provided also that said Sewer is construoted on a line parallel within three feet from the South line of said Lot 25, Block 198.

In witness whereof we have hereunto set our hands this 6th day of June A.D., 1861.

Executed in presence of

A. Henry Rielfeld

Julius Goll

Augustus Frank
Julius Goll his Attorney

John Keler

STATE OF WISCONSIN

COUNTY OF MILWAUKEE Julius Goll, Augustus Frank, by his attorney Julius Goll, and John Kerler, came to me this 6th day of June A.D. 1861, and acknowledged that they executed the foregoing instrument for the uses and purposes therein mentioned.

A. Henry Rielfeld
Notary Public

(SAME AS HANDWRITTEN COPY)

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the City of Milwaukee, a body corporate organized and existing under the laws of the State of Wisconsin, for valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, and in accordance with ITEM 6 of Resolution File No. 55-927, adopted by the Common Council of the City of Milwaukee on February 7, 1956, which is a Resolution providing for house sewer reconnection, abandonment of existing combined sewer and vacation of existing easement across the property at 1503 North Farwell Avenue, does hereby release the following described real estate situated in the City of Milwaukee, County of Milwaukee, and the State of Wisconsin, to-wit:

> A parcel of land consisting of the southwesterly three (3) feet of the southwesterly forty-two (42) feet of the southeasterly one-half (½) of Lot twenty-five (25), Block one hundred ninety-eight (198), in Rogers Addition of Fractional Lots numbered seven (7) and eight (8), Section twenty-one (21), Township seven (7) North, Range twenty-two (22) East;

from the easement given thereon by Julius Goll, John Kerler and August Frank, dated June 6, 1861, for sewer purposes which easement is recorded on Pages [illegible] of Volume 72 of Deed Records in the office of the Register of Deeds of Milwaukee County, State of Wisconsin.

And in consideration of said payment it does hereby remise, release and quit claim forever unto Danica Resnick, formerly known as Zdenka Danica Richter, and American State Bank, a corporation organized under the laws of the State of Wisconsin, mortgagee, all and singular the land and premises hereinbefore described, together with all the tenements, hereditaments, and appurtenances thereto belonging.

IN WITNESS WHEREOF, the said City of Milwaukee has caused these presents to be signed by Frank P. Zeidler, its Mayor, and Stanley J. Witkowski, its City Clerk, and countersigned by Virgil H. Hurless, its City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this 2nd day of July, A.D. 1956.

Signed and sealed in presence of:

John Hanley

John Hanley

Virginia Nord

Virginia Nord

CITY OF MILWAUKEE

By Frank P. Zeidler

Mayor, Frank P. Zeidler

Stanley J. Witkowski

City Clerk, Stanley J. Witkowski

Countersigned:

Virgil H. Hurless

City Comptroller
Virgil H. Hurless

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } ss.

Personally came before me this 2nd day of July, A.D. 1956, Frank P. Zeidler, Mayor, Stanley J. Witkowski, City Clerk, and Virgil H. Hurless, City Comptroller, of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such [illegible] Mayor, City Clerk, and City Comptroller [illegible] municipal corporation, and [illegible] 5/29/56 acknowledged that they executed the foregoing instrument as such officers as [illegible] the deed of said corporation, by its [illegible] Assistant City Attorney [illegible] Resolution File No. 55-[illegible] adopted by its Common Council on June 26, 1956.

Approved as to execution

Date - 7/3/56

Assistant City Attorney

Lois M. Queeman

Lois M. Queeman
Notary Public, Milwaukee County, Wisconsin

My commission expires: JUN 7 1959

Ludwig Barklow and Wife to Peter Frank. Quit Claim Deed.

This Indenture, made the Fifteenth day of August in the year of our Lord one thousand eight hundred and Sixty one Between Ludwig Barklow and Johanna his wife parties of the first part and Peter Frank party of the second part, all of the City & County of Milwaukee in the State of Wisconsin: Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released and quit claimed, and by these presents do give, grant, bargain, sell, remise, release and quitclaim, unto the said party of the second part, his heirs and assigns forever; All those certain pieces or parcels of land, situated, lying and being in the County of Milwaukee and State of Wisconsin Known and described as follows to wit: The North half of Lot Number Ten (10) in Block Number Ninety eight (98) in the Ninth Ward of the City of Milwaukee And the North Easterly half of Lot Number Eleven (11) in Block one Hundred and five (105), also in the Ninth Ward of said City of Milwaukee: To Have and To Hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of the parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever. In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of
Albert Redknagel, John C. Diehl.

Ludwig Barklow (Seal)
Johanna Barklow (Seal)

The State of Wisconsin,
County of Milwaukee. } On this Fifteenth day of August A. D. 1861, came before me Ludwig Barklow & Johanna Barklow his wife, the above named grantors, and acknowledged the execution of the foregoing Deed, freely and voluntarily for the uses and purposes therein mentioned.

Recorded September 21st 1861 at 5¼ o'clock P.M.

John C. Diehl
Notary Public Milw Co. Wis.

Gall & Frank to John Herler to Mil City. Agreement.

Know all men by these Presents, That Whereas The City of Milwaukee, contemplated constructing a Brick Sewer, commencing on Prospect Street in the First Ward of said City and running thence through Lot 25, in Block 198 in said Ward to a point on the North line of Lot One (1) in Block one hundred & Ninety seven (197), in said Ward, where it is to empty into a ravine.

Now Therefore; We, Julius Gall, John Herler and August Frank, of the City of Milwaukee, and owners of said Lot 25, in Block 198, in said First Ward, in consideration of One Dollar, and other valuable considerations the said do hereby agree to give the right of way through said Lot 25 in Block 198, to the City of Milwaukee for the construction and maintaining of said Brick sewer, above referred to, gratis, and to release the City of and from all damages that may accrue to us and our assigns, by reason of the construction of said sewer through said Lot 25 in Block 198; Provided that the benefits assessed or levied, on us for the construction of said sewer through said Lot 25 Block

Pitt. Rel. Rec. Vol. 3594 P 586 Deeds Dated 7-2-56

198, shall not exceed the sum of Thirty Dollars, which sum so levied or assessed we agree to pay up to that amount. And provided also that said Sewer is constructed on a line parallel with three feet from the South line of said Lot 25 in Block 198. In Witness Whereof, We have hereunto set our hands this 6th day of June A. D. 1861.

Executed in the presence of
A. Henry Bielfeldt.

Julius Goll (Seal)
Augustus Frank (Seal)
by Julius Goll his Attorney
John Kerler (Seal)

State of Wisconsin,
County of Milwaukee. } Be. Julius Goll, Augustus Frank, by his Attorney Julius Goll, and John Kerler, came to me this 6th day of June A. D. 1861. and acknowledged, that they executed the foregoing instrument for the uses and purposes therein mentioned.

Recorded September 30th 1861 at 9 o'clock A. M.

A. Henry Bielfeldt
Notary Public.

C

Milwaukee Co. et al. to Mina Veitenheimer. Tax Deed.

To All to whom these Presents shall come, Greeting:

Whereas, Mina Veitenheimer, wife of Carl Louis Veitenheimer, assignee of the County of Milwaukee, has deposited in the Office of the Clerk of the County Board of Supervisors of the County of Milwaukee, in the State of Wisconsin, a Certificate of the Treasurer of said County Garrett M. Fitzgerald whereby it appears (as the fact is) that the following described piece or parcel of Land, lying and being situated in the County of Milwaukee, to wit: The South half of Lot Eleven (11) in Block Sixty (60) in the Seventh Ward of the City of Milwaukee, County of Milwaukee, and State of Wisconsin, was (for the Non-Payment of Taxes, sold by the Treasurer aforesaid, at public auction, at the Court House, in the City of Milwaukee, in the said County of Milwaukee on the Sixteenth day of July in the year of our Lord one thousand eight hundred and fifty eight to the said County of Milwaukee for the sum of Twelve Dollars and twenty seven cents in the whole; which sum was the amount of Taxes assessed, and due and unpaid on said Tract of Land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser. And Whereas, it further appears (as the fact is) that the owner or claimant of said Land has not redeemed from said sale the Land which was sold as aforesaid, and said Land is now unredeemed from such sale, whereby said described Land has become forfeited, and the said purchaser or its assigns, is entitled to a conveyance thereof, Now Therefore, Know all men by these Presents, That the County of Milwaukee, in said State, and the State of Wisconsin, in consideration of the said sum of money aforesaid and the premises, and in conformity to law, have, and hereby do give, grant and convey the said Tract of Land above described together with the hereditaments and appurtenances to the said Mina Veitenheimer and her heirs and assigns, to their sole use and benefit forever. In Testimony Whereof, I, Frederick W. Hinckhausen, the Clerk of the County Board of Supervisors

000227679

7934751

Declaration of Easement

REGISTER'S OFFICE | SS
Milwaukee County, WI
RECORDED AT 10:41 AM
07-12-2000
WALTER R. BARCZAK
REGISTER OF DEEDS
AMOUNT 22.00

THIS DECLARATION OF EASEMENT (*Declaration*) is executed by NEW LAND ENTERPRISES, LLP (*Owner*), in order to create and perpetuate the easement described below.

RECITALS

A. The Owner is the fee holder of certain real property located at 1536 North Warren Avenue, Milwaukee, Wisconsin (**Parcel A**), described in the attached and incorporated Exhibit A.

B. The Owner is also the fee holder of certain real property located at 1479-95 North Farwell Avenue, Milwaukee, Wisconsin (**Parcel B**), which adjoins Parcel A, and which adjoining property is a separate Parcel with a building and use not related to the building and use proposed for Parcel A. Said adjoining property (Parcel B) is described in the attached and incorporated Exhibit B.

C. The Owner wishes to construct an apartment building on Parcel A, and said construction necessitates relocating the sewer lateral which serves the apartment building located on Parcel B. Therefore, the Owner wishes to create a permanent easement (the **Easement**) over certain portions of Parcel A as such portions are described on the attached and incorporated Exhibit C (the **Easement Area**), in order to accommodate the relocated sewer lateral as depicted on the attached and incorporated Exhibit D.

Return to:
Core Real Estate Services, LLC
11512 N. Port Washington Rd.
Suite 203
Mequon, WI 53092

Tax Key No. (PIN):
(Parcel A) 359-0258-8
(Parcel B) 359-0266-1

DECLARATION

For the reasons stated above, the Owner declares as follows:

1. **Creation of Easement.** The Owner hereby creates and establishes, for its benefit as owner of Parcel B and for the benefit of future grantees and owners of Parcel B, a perpetual easement and right-of-way, appurtenant to Parcel B, to construct, reconstruct, maintain, operate, supplement, and/or remove a sewer lateral, as shown on the Sewer Relocation Site Plan for Warren Place, last revised and certified on June 19, 2000, by TDI Associates, Inc., a partial copy of which is attached as Exhibit D and incorporated herein, with the right of ingress and egress for the purpose of exercising the rights granted under this Easement, over the Easement Area. All improvements shall be located within the easement area.

2. **Consistent Uses Allowed.** The Owner, for itself as owner of Parcel A and for the benefit of future grantees and owners of Parcel A, reserves the right to use the Easement for purposes that will not interfere with the full enjoyment by the Owner, as owner of Parcel B, and future grantees and owners of Parcel B, of the Easement rights created by this Declaration.

3. **Restoration of Surface.** The Owner shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement to its condition before the disturbance.

4. **Covenants Run with Land.** All of the terms and conditions in this Declaration, 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 Owner and its successors and assigns of ownership in the respective Parcels. The party named as Owner in this Declaration and any successor or assignee as fee simple owner of the property described as Parcel A or Parcel B shall cease to have any liability under this Declaration with respect to facts or circumstances arising after the party has transferred its fee simple interest in the property.

5. **Non-Use.** Non-use or limited use of the Easement rights granted in this Declaration shall not prevent the benefited party from later use of the Easement rights to the fullest extent authorized in this Declaration.

6. **Governing Law.** This Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

7. **Entire Declaration.** This Declaration sets forth the entire understanding and intent of the Owner and may not be changed except by a written document, executed and acknowledged by all parties who then own or have any substantial interest in Parcel A and Parcel B as described in this Declaration, and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

8. **Notices.** All notices under this Declaration shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

9. **Invalidity.** If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the extent permitted by law.

10. **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 Declaration 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 Declaration.

11. **Enforcement.** Enforcement of this Declaration may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Declaration, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Declaration, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

12. **No Public Dedication.** Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the easements granted under this Declaration to the general public or for any public purpose whatsoever.

Dated: July 7, 2000.

NEW LAND ENTERPRISES, LLP (Owner)

By: _____
Name: BORIS GOKHMAN
Title: Partner

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

This instrument was acknowledged before me on July 7, 2000, by BORIS GOKHMAN.

_____
* Alice M. Less. LA
Notary Public, State of Wisconsin
My commission expires: 3-25-2001

CONSENT OF MORTGAGEE
Parcel A

The undersigned, being the holder of a mortgage against the land described in the attached Exhibit A, consents to the grant of the easement and temporary construction easement set forth above and agrees that its interest in the Property shall be subject to the easement.

Dated: JULY 7TH, 2000.

NORTH SHORE BANK, F.S.B. (Mortgagee)

By: John A. Marzion
Name: JOHN A. MARZION
Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on July 7, 2000 by John A Marzion, of NORTH SHORE BANK, F.S.B.

Georgia A Hickey
*GEORGIA A HICKEY
Notary Public, State of Wisconsin
My commission expires: 1/5/2003

CONSENT OF MORTGAGEE
Parcel B

The undersigned, being the holder of a mortgage against the land described in the attached Exhibit B, consents to the grant of the easement and temporary construction easement set forth above and agrees that its interest in the Property shall be subject to the easement.

Dated: JULY 6, 2000.

The Equitable Bank, S.S.B. (Mortgagee)

By: _____
Name: BRUCE K. ANDRICH
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on JULY 6, 2000 by BRUCE K. ANDRICH, _____ of The Equitable Bank, S.S.B.

_____
* ALICE M. LESSILA
Notary Public, State of Wisconsin
My commission expires: 3-25-2001

This document was drafted by
Attorney Michael D. Corcoran

EXHIBIT A

Legal Description of the Property Subject to the Easement

All that part of Lots 24 and 25, in Block 198, in Rogers Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Lot 24, said point being in the Southeasterly line of North Warren Avenue, thence in a Southeasterly direction along the Southwesterly line of said Lot, 133.5 feet to a point; thence Northeasterly and parallel to the Southeasterly line of North Warren Avenue, 26.23 feet to a point; thence Northwesterly and parallel to the Southwesterly line of said lot, 133.5 feet to a point in the Southeasterly line of said North Warren Avenue; thence Southwesterly along said line, 26.33 feet to the place of commencement.

ALSO, the Northeasterly 30.00 feet of the Northwesterly 1/2 of Lot 25, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

ALSO, the Northwesterly 1/2 of Lot 25, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, excepting therefrom the Northeasterly 30.00 feet and the Southwesterly 34.50 feet of said Northwesterly 1/2 of Lot 25.

ALSO, the Southwesterly 34.50 feet of the Northwesterly 1/2 of Lot 25, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

ALSO, the Northeasterly 23.75 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

ALSO, the Southwesterly 1/2 of the Northeasterly 47.50 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

ALSO, the Southwesterly 35.00 feet of the Northeasterly 82.50 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

(Tax Key No. 359-0258-8)

EXHIBIT B

Legal Description of the Property Benefited by the Easement

The Southeast 1/2 of Lot 26, in Block 198, in ROGERS' ADDITION, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, excepting therefrom the Southeasterly 16 feet for street.

(Tax Key No. 359-0266-1)

EXHIBIT C

Legal description of the Easement Area

That portion of the land described below which is not located within the building footprint as planned and constructed, and which is reasonably necessary for construction and maintenance of the proposed sewer lateral as shown on Exhibit D; including but not limited to the Southeasterly (rear) 5 feet, more or less; the Southwesterly 1 foot, more or less, of the Southeasterly 90 feet, more or less; and the Southwesterly 19 feet, more or less, of the Northwesterly 60 feet, more or less, of the following:

The Northeasterly 23.75 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

ALSO, the Southwesterly 1/2 of the Northeasterly 47.50 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

ALSO, the Southwesterly 35.00 feet of the Northeasterly 82.50 feet of the Northwesterly 1/2 of Lot 26, in Block 198, in Rogers' Addition, in the Southeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

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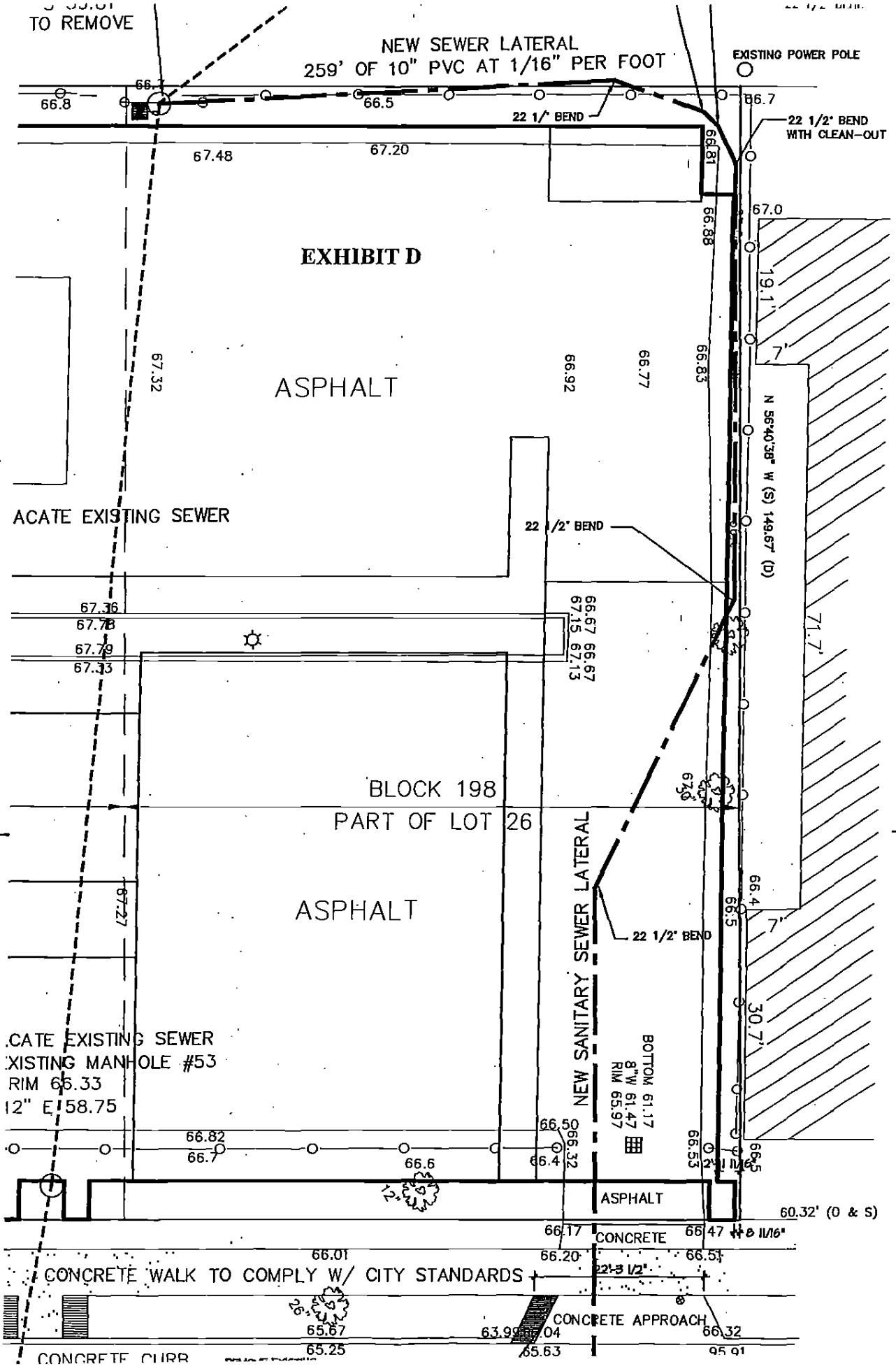
TO REMOVE
NEW SEWER LATERAL
259' OF 10" PVC AT 1/16" PER FOOT
EXISTING POWER POLE
22 1/2° BEND
22 1/2° BEND WITH CLEAN-OUT
EXHIBIT D
ASPHALT
ACATE EXISTING SEWER
22 1/2° BEND
N 56°40'38" W (S) 149.67' (D)
BLOCK 198
PART OF LOT 26
ASPHALT
22 1/2° BEND
NEW SANITARY SEWER LATERAL
BOTTOM 61.17
8"W 61.47
RIM 65.97
.CATE EXISTING SEWER
XISTING MANHOLE #53
RIM 65.33
12" E 58.75
ASPHALT
60.32' (O & S)
CONCRETE
CONCRETE WALK TO COMPLY W/ CITY STANDARDS
CONCRETE APPROACH
CONCRETE CURB
19.1'
7'
71.7'
7'
30.7'

Document Number

AGREEMENT FOR SALE

Name and Return Address:
City of Milwaukee
Real Estate Section
P.O. Box 324
Milwaukee, WI 53201

Tax Key No.: 359-0258-000-8

Recording Area

AGREEMENT, By and between the **CITY OF MILWAUKEE**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin (hereinafter called "City"), located at Milwaukee, Wisconsin, and **NEW LAND ENTERPRISES, LLP, A WISCONSIN LIMITED LIABILITY PARTNERSHIP**, (hereinafter called "Buyer") located at 2010 East Windsor Place, Unit C, Milwaukee, WI 53202, WITNESSETH:

WHEREAS, In furtherance of the objectives of, and pursuant to Resolution No. 991236 adopted by the Common Council of the City of Milwaukee on December 17, 1999, the City has declared certain real property surplus to municipal needs and has offered to sell and the Buyer is willing to purchase said real property (hereinafter called Property), more particularly described in Schedule A annexed hereto and made a part hereof, and to improve the Property for and in accordance with the uses specified in the provisions of this Agreement:

NOW, THEREFORE, In consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. PURCHASE PRICE

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Buyer for, and the Buyer will purchase the Property from the City and pay therefor the amount of **Two Hundred Fifteen Thousand Two Hundred and No/100ths ($215,200.00) Dollars**, hereinafter called "Purchase Price", to be paid by certified check at the time of closing subject to the usual and customary prorations. At closing, Buyer shall receive an adjustment in the Purchase Price in the amount of $215,200, for reasonable and documented out-of-pocket expenses related to the replacement of public parking.

SEC. 2. CONVEYANCE OF PROPERTY

a) Form of Deed. The City shall convey title to the Property by Warranty Deed. The conveyance and title shall, in addition to the provisions of Section 15(c) of this Agreement and all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Wisconsin, and laws and ordinances of the City of Milwaukee, including zoning, building and land subdivision laws and regulations; and

2. All easements of record.

b) Time and Place for Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Buyer within thirty (30) days of execution by Buyer and submittal to the City of this Agreement, or on such other date as the parties hereto may mutually agree in writing. Conveyance shall be made at the office of the City and the Buyer shall accept the conveyance and pay the Purchase Price to the City at such time and place.

c) Proration of Taxes. There shall be no proration of taxes as the Property is tax exempt.

d) Recordation of Deed. The City shall promptly file the Deed for recording with the Milwaukee County Register of Deeds. The Buyer shall pay all costs for so recording the Deed.

Title Assurance. At least ten (10) days prior to the time fixed for closing, the City shall procure and deliver to the Buyer for examination a preliminary commitment for title insurance in the amount of the full Purchase Price, naming the Buyer as the assured. This commitment shall be written by a responsible title insurance company licensed by the State of Wisconsin and shall guarantee the City's title to be in the condition called for by this Agreement. The cost of title insurance shall be paid by the City.

(f) Special Assessments. City will be responsible for all special assessments levied as of the date the Option to Purchase was accepted by the Common Council. Buyer is responsible for all special assessments levied after that date. The City will provide details of any known or contemplated special assessments at closing. The estimated cost for all outstanding special assessments for which the City is responsible shall be deducted from the Purchase Price at closing and Buyer shall then pay the assessment at such time as the cost is certified to the tax roll.

(g) Tax Delinquency. Prior to closing, the City shall investigate the real estate tax payment status for all property in the City that is owned by Buyer as an individual or by a partnership or corporation in which the Buyer has an ownership interest. If Buyer is found to have any delinquent real estate taxes, the City shall give Buyer notice to correct this condition by the expiration of the option period as extended or other such period as determined by the Executive Director-Secretary of the City. If the violation is not corrected within the specified period, this Agreement for Sale may be canceled at the option of the City and all option and renewal fees and the Performance Deposit retained by the City as liquidated damages.

SEC. 3. PERFORMANCE DEPOSIT

The Buyer has delivered with this Agreement a Performance Deposit in the amount of **Ten Thousand No/100ths ($10,000.00) Dollars** (hereinafter called "Deposit"). The Deposit shall serve as security for the performance of the obligations of the Buyer to construct as provided hereinafter. The Commissioner (hereinafter "Commissioner") of the Department of City Development (hereinafter "DCD") shall be authorized to return the Deposit concurrently a Certificate of Completion pursuant to Section 7 or shall retain the Deposit as liquidated damages in accordance with the provisions of Sections 2, 6, 7 and 15. No interest shall be paid on the deposit. All or part of the Deposit may be retained by the City if Buyer fails to complete the Improvements according to the time schedule provided in Section 6.

SEC. 4. SITE PREPARATION AND CERTAIN OTHER ACTION BY City

(a) Work To Be Performed By City. The City shall without expense to the Buyer, prepare the Property for development by the Buyer in the following manner:

The site will be sold "as is" except as provided herein. Buyer is responsible for all site development expenses removal of all improvements currently on the property, site development expenses, including, but not limited to, extension of water and sewer laterals to the property line and the provision or replacement of sidewalks and curb cuts. The City shall not provide a survey of the Property. The City has provided with, Buyer and Buyer acknowledges receipt of, an Historical Check of Land Uses for the Property prepared by the Environmental Scientist for the City of Milwaukee dated August 24, 1998. Based on this report, the City does not believe any Phase II environmental investigation is required and shall not contract or pay for any such investigation.

(b) Right of Entry for Utility Service. The City reserves for itself, the City, and any public utility company as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 hereof. This right-of-entry shall not interfere with Buyer's use of the Property.

(c) Buyer Not to Construct Over Utility Easements. The Buyer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Paragraph (a), Section 2 hereof, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested by the Buyer, the City shall use its best efforts to assure that such approval shall not be withheld unreasonably.

(d) Access to Property. Prior to the conveyance of the Property to the Buyer, the City shall permit representatives of the Buyer to have access to any part of the Property as to which the City holds title, at all reasonable times for the purpose of obtaining data and making such tests that necessary to carry out the Agreement upon receipt by the City of a written request for such entry and submittal of evidence of insurance according to the City's minimum guidelines. Such request and evidence of insurance must be satisfactory to the City form and substance prior to the City granting such access. After the conveyance of the Property to the Buyer, the Buyer shall permit the representatives of the City, or the City upon five (5) days prior written notice access to the property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in

connection with the construction as hereinafter defined. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

SEC. 5. DEVELOPMENT OF THE PROPERTY

(a) The Buyer shall develop the Property as follows:

development of a four-story, 30-unit rental apartment building and underground parking garage in accordance to plans approved by the DCD. Buyer shall provide a minimum of 44 spaces of outdoor parking for rent to the public.

(b) The Buyer shall submit to DCD final construction, site and landscape plans and evidence of financing. All of the foregoing must be satisfactory to DCD in form and substance prior to closing.

(c) The Buyer covenants and agrees that no additional buildings, structures, or other similar improvements shall be constructed on the Property without the prior written approval of the City, including without limitation because of enumeration, any addition to or expansion of any principal building currently located on or presently proposed for construction on the Property or any accessory building to such principal building.

(d) Buyer agrees to comply with the Disadvantage Business Enterprise (DBE) policy of the City. The City's goal for DBE participation is at least 18% of the total project budget. Buyer shall execute a DBE agreement with the City of Milwaukee Equal Opportunity Enterprise Program (EOEP) if required by the EOEP office. Buyer shall also obtain a copy of the "DBE Certification Directory" from the Joint Certification Program. After completion of the project, Buyer shall report on its use of DBEs in terms of the total number of DBE contractors used and the dollar volume of such contracts. Such information shall be provided in writing prior to or with Buyer's request for a Certificate of Completion.

SEC. 6. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION

construction referred to Section 5 shall commence within one (1) month following the date of closing, and shall be completed within twelve (12) months following commencement.

SEC. 7. CERTIFICATE OF COMPLETION

Promptly after completion of the construction, including landscaping, in accordance with this Agreement, Buyer shall request that the Commissioner of DCD issue a Certificate of Completion (hereafter referred to as "Certificate") and return the Deposit. This Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed with respect to the obligations of the Buyer and its successors and assigns to construct and the dates for the beginning and completion thereof. Representatives of the City shall inspect the Property within thirty (30) days following receipt of Buyer's request to determine if the work has been completed according to City-approved plans and this Agreement. If the property is determined to be in conformance, the Commissioner shall execute the Certificate within thirty (30) days of the inspection and shall present the Certificate to Buyer. If the Commissioner refuses to authorize this Certificate, the City shall within thirty (30) days of the Property inspection provide Buyer with a written statement indicating in adequate detail how the Buyer has failed to complete the development of the Property in conformity with approved plans or this Agreement, or is otherwise in default, and what measures or acts are necessary, in the opinion of the Commissioner, for the Buyer to take or perform in order to obtain the Certificate. Concurrent with Commissioner's consideration of the request for the Certificate, the City shall consider return of the Deposit. All or part of the Deposit may be retained by the City if the project is not completed according to the schedule specified in Section 6. A check for the amount of Deposit authorized for return by the City shall be provided within ten (10) days of issuance of the Certificate by the City.

SEC. 8. RESTRICTIONS ON USE

The Buyer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, to:

a) Not discriminate upon the basis of race, color, creed, sex, or national origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

b) Comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.

SEC. 9. COVENANTS BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION

It is intended and agreed that the covenants provided in Sections 6, 8, 10 and 15 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns, the City, and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in subsection (b) of Section 8), against the Buyer, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenant provided in subsection (b) of Section 8 shall remain in effect without limitation as to time.

SEC. 10. PROHIBITION AGAINST TRANSFER OF PROPERTY

The Buyer has not made or created, and (except as permitted by Section 11) will not, prior to the completion of the development as certified by the Commissioner, make or suffer to be made any sale, assignment, conveyance, lease or transfer in any other fonn of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the Commissioner, provided that Buyer may assign or transfer to an entity which has the substantially similar ownership as Buyer.

SEC. 11. LIMITATION UPON ENCUMBRANCE OF PROPERTY

Prior to issuance of the Certificate, neither the Buyer nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrances or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property except for the purposes only of obtaining (a) funds only to the extent necessary for the construction provided in Section 5 and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Buyer to the City. Until issuance of the Certificate, the Buyer (or successor in interest) shall notify the City in advance of any financing secured by mortgage or other similar lien instrument it proposes to enter into with respect to the Property and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of the Buyer or otherwise.

SEC. 12. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or to guarantee such construction; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder.

SEC. 13. ENFORCED DELAY IN PERFORMANCE

Neither the City nor the Buyer, nor any successor in interest, shall be considered in breach or default of its obligations with respect to the preparation of the Property for development or commencement and completion of construction, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

SEC 14. NO DAMAGES FOR DELAY

The Buyer shall not be entitled to recover any damages from the City or the City of Milwaukee arising from or attributable to any delays in construction upon or development of the Property, unless the City or the City of Milwaukee caused the delay in question.

SEC. 15. REMEDIES

(a) In General. Except as otherwise provided in this Agreement, in the event of any default or breach of the Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

(b) Prior to Conveyance. In the event that prior to the conveyance of the Property the Buyer assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the Purchase Price and take title to the Property upon tender of conveyance by the City, then this

Agreement and any rights of the Buyer in this Agreement may at the option of the City be terminated by the City and the Deposit retained by the City as liquidated damages. In the event that the City does not tender conveyance or possession of the Property as provided in this Agreement or the Buyer furnishes evidence satisfactorily to the City prior to the time specified for conveyance in Section 2, that it has been unable after diligent effort to obtain financing for the construction upon satisfactory terms, then this Agreement shall, at the option of the Buyer, be terminated by the Buyer and the Deposit returned without interest to the Buyer.

(c) Revesting Title in City Subsequent to Conveyance to Buyer. In the event that subsequent to conveyance of the Property or any part thereof to the Buyer, and prior to issuance of the Certificate:

1. the Buyer or successor in interest shall default on or violate its obligations with respect to the construction (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within ninety (90) days after written demand by the City so to do; or

2. the Buyer or successor in interest shall fail to pay real estate taxes or special assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within ninety (90) days after written demand by the City so to do; or

3. there is any transfer of the Property or any part thereof in violation of this Agreement, and such violation shall not be cured within sixty (60) days after written demand by the City;

Then the City shall have the right to reenter and take possession of the Property and to terminate and revest in the City the estate conveyed by the Deed to the Buyer. The intent of this provision, together with other provisions of this Agreement, is that the conveyance of the Property to the Buyer shall be made upon a condition subsequent to the conveyance that in the event of any default, failure, violation, or other action or inaction by the Buyer specified in subdivisions 1, 2, and 3 of this Section 15, failure on the part of the Buyer to remedy, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title and all rights and interests of the Buyer, and any assigns or successors in interest to and in the Property, shall revert to the City:

Provided, That such condition subsequent and any revesting of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage. In addition to the right of reentry and revesting of title provided for in the preceding sentence, upon the occurrence of a default, failure or violation by the Buyer as specified in said sentence, the City shall also have the right to retain the deposit as liquidated damages.

(d) Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section 15, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Buyer, and (subject to such mortgage liens and leasehold interests as provided in this Section 15 hereof), its successors in interest and assigns, in the Property, and the revesting of title thereto in the City;

Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 15 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Buyer under this Section be considered or treated as a waiver of the rights of the City with respect to any specific default by the Buyer under this Section except to the extent specifically waived in writing.

SEC. 16. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS

Upon the revesting in the City of title to the Property or any part thereof as provided in subdivision (d) of Section 15, the City shall use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 15 set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of applicable law, to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the construction as shall be satisfactory to the City. Upon such resale of the Property the proceeds thereof shall be applied:

(a) First, to reimburse the City, on its own behalf or on behalf of the City, for all costs and expenses incurred by the City, including, but not limited to, third-party salaries of personnel in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Buyer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the construction or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Buyer and its successors or transferee; and

(b) Second, to reimburse the Buyer, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash, labor and material actually invested by it in performing any construction on or rehabilitation of the Property or part thereof, less any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

SEC. 17. CONFLICT OF INTEREST: CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official or employe or the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employe participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employe of the City shall be personally liable to the Buyer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Buyer or successor or on any obligations under the terms of this Agreement.

SEC. 18. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 19. SPECIAL PROVISIONS

(a) The Buyer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Buyer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Buyer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City or the Wisconsin Department of Industry, Labor and Human Resources setting forth the provisions of this nondiscrimination clause.

(b) The Buyer will include the provisions of Paragraph (a) in every construction contract for this property, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

SEC. 20. APPROVALS

In any instance in which City's approval or consent and/or the approval or consent of the Commissioner is required under this Agreement, such approval or consent shall not be unreasonably withheld or delayed.

SEC. 21. COUNTERPARTS

This Agreement is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, The Buyer, New Land Enterprises, has hereunto set its hand this 24 day of May, 2000.

In the Presence of

Rosemary Trunek

Rosemary Trunek

NEW LAND ENTERPRISES, LLP, A WISCONSIN LIMITED LIABILITY PARTNERSHIP (BUYER)

Boris Goklman, Partner

Vladimir Shukh, Partner

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 24 day of May, 2000, Boris Goklman and Vladimir Shukh, to me known to me known to be the persons who as Buyer executed the foregoing Contract for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL

Notary Public,

Milwaukee County

My commission 8/10/03

Approved by the Common Council of the City of Milwaukee on December 17, 1999, by adoption of Resolution No. 991236.

IN WITNESS WHEREOF, The Julie A. Penman, Commissioner of the Department of City Development, on behalf of the City of Milwaukee pursuant to Council Resolution No. 991236, has caused this Agreement to be duly executed in its name and on its behalf this _____ day of May, 2000.

In the Presence of

Teddy Bonis

CITY OF MILWAUKEE, (CITY)

Julie A. Penman

Julie A. Penman
Commissioner, Department of City Development

State of Wisconsin)
) ss.
County of Milwaukee)

Personally came before me this _____ day of May, 2000, Julie A. Penman, who acknowledged herself to be the Commissioner of the Department of City Development of the City of Milwaukee, and that she, as such Commissioner being authorized so to do, executed the foregoing Agreement for the purposes therein contained for and on behalf of said City of Milwaukee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL

Notary Public
Milwaukee County
My commission _____

s document was drafted by the Department of City Development, City of Milwaukee.

SCHEDULE A
Description of Property

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

All that part of Lots 24 and 25, in Block 198, in Rogers Addition, in the Southeast ¼ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, Bounded and described as follows:

Commencing at the Southwest corner of said Lot 24, said point being in the Southeasterly line of North Warren Avenue, thence in a Southeasterly direction along the Southwesterly line of said Lot, 133.5 feet to a point; thence Northeasterly and parallel to the Southeasterly line of North Warren Avenue, 26.23 feet to a point; thence Northwesterly and parallel to the Southwesterly line of said lot, 133.5 feet to a point in the Southeasterly line of said North Warren Avenue; thence Southwesterly along said line 26.33 feet to the place of commencement.

ALSO, The Northeasterly 30.00 feet of the Northwesterly ½ of Lot 25, in Block 198, in Rogers Addition, in the Southeast ¼ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

ALSO, The Northwesterly ½ of Lot 25, in Block 198, in Rogers Addition, in the Southeast ¼ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, excepting therefrom the Northeasterly 30.00 feet and the Southwesterly 34.50 feet of said Northwesterly ½ of Lot 25.

ALSO, The Southwesterly 34.50 feet of the Northwesterly ½ of Lot 25, in Block 198, in Rogers Addition, in the Southeast ¼ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

ALSO, The Northeasterly 23.75 feet of the Northwesterly ½ of Lot 26, in Block 198, in Rogers Addition, in the Southeast ¼ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

ALSO, The Southwesterly ½ of the Northeasterly 47.50 feet of the Northwesterly ½ of Lot 26, in Block 198, in Rogers Addition, in the Southeast ¼ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

ALSO, The Southwesterly 35.00 feet of the Northeasterly 82.50 feet of the Northwesterly ½ of Lot 26, in Block 198, in Rogers Addition, in the Southeast ¼ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Address: 1536 North Warren Street

Tax Key Number: 359-0258-000-8

CES:iqu DEED 3465 PAGE 620
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THIS INDENTURE made this 29th day of July, 1955, by and between the CITY OF MILWAUKEE, a municipal corporation, party of the first part, and PETERS & HILLGER INVESTMENT COMPANY, a Wisconsin corporation, party of the second part.

W I T N E S S E T H:

WHEREAS, the party of the second part desires an easement for ingress and egress across an off-street parking area at North Warren Avenue south of East Albion Street over property more particularly hereinafter described for maintenance and repairs to the north side of a building located immediately to the south of the tract over which the easement is to be granted, as more particularly hereinafter described,

NOW, THEREFORE, in consideration of One and 00/100ths Dollar ($1.00) and other valuable considerations, the parties hereby agree as follows:

1. That the City of Milwaukee, party of the first part, hereby grants to the party of the second part an easement for pedestrian use only, excluding all use by vehicles, for maintenance and repairs to the north side of the building located immediately to the south of the following described tract over which the easement is hereby granted, such easement being granted only for the life of said building:

> The southwesterly ten and no one-hundredths (10.00) feet of the southwesterly thirty-five and no one-hundredths (35.00) feet of the northeasterly eighty-two and fifty one-hundredths (82.50) feet of the northwesterly one-half (1/2) of Lot twenty-six (26) as originally platted in Block one hundred ninety-eight (198), Rogers' Addition, the Subdivision into town lots of Fractions seven (7) and eight (8) in the Southeast one-quarter (S.E. 1/4) of Section twenty-one (21), Township seven (7) North, Range twenty-two (22) East.

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2. That the party of the second part hereby covenants and agrees to indemnify and hold harmless the City of Milwaukee,

party of the first part, from any and all liability whatsoever of any kind, nature or description by virtue of the grant of the aforesaid easement and the use thereof, and in connection therewith the party of the second part hereby covenants and agrees to file with the City of Milwaukee, party of the first part, in the office of the City Clerk a public liability and property damage policy in a responsible insurance corporation licensed to do business in the State of Wisconsin, acceptable to the Commissioner of Public Works, under the terms and conditions of which the City of Milwaukee, party of the first part, will be indemnified and held harmless to the extent of $10,000.00 for property damage and $50,000.00 for personal injuries to one (1) person in any one accident and $100,000.00 for personal injuries to more than one (1) person in any one accident; that such policy of insurance will not in any way limit or restrict the liability of the party of the second part to the party of the first part in its agreement herein contained to indemnify and hold harmless the City of Milwaukee, party of the first part, from any and all liability as aforesaid.

3. That the parties hereto agree that this easement and all the covenants, terms and conditions herein provided shall be binding upon the successors and assigns of the party of the first part and the successors and assigns of the party of the second part.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

In Presence of:

J. E. Ryan

Bernard B. Kroenke

CITY OF MILWAUKEE, a municipal corporation,

By _____
Frank P. Zeidler, Mayor

_____
Stanley J. Mikrowski, City Clerk

Countersigned:

_____
Virgil H. Harless, City Comptroller