

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, September 12, 2017** *****5:30 P.M.*****

LOCATION: **Germantown Village Hall Board Room**

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **ROLL CALL:** Chairman Kaminski, Trustees Campbell, Warren and Zabel
- III. **APPROVAL OF MINUTES:** August 9, 2017
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **NEW BUSINESS:**
 - A. Discussion/Recommendation – Potential Access to Parcel #313-990 – Amy Belle Rd.
 - B. Authorization to Pay Invoice – Well #11 PLC Repair
 - C. Preliminary Discussion – Sanitary/Water Main to Proposed Wrenwood Development
 - D. Authorization to Pay Invoice – Starnet Technologies
 - E. Discussion/Recommendation – Old Farm Subdivision Monument Sign
 - F. Consideration/Approval of Easement Documents – Rainbow Child Care
- VI. **NEXT MEETING DATE:** Set October, 2017 Meeting Date and Time
- VII. **ANNOUNCEMENTS:**
- VIII. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

*** Notice is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

August 9, 2017
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 5:30 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Campbell, Warren and Zabel. Also present were Director Ratayczak, Engr. Laning and Secretary Wick.

PREVIOUS MINUTES: MOTION made by Warren, seconded by Zabel to approve the minutes of July 5, 2017.

Motion carried unanimously.

PUBLIC COMMENT: None

AUTHORIZATION TO PAY INVOICE – WE ENERGIES: Dir. Ratayczak explained as part of the Appleton Avenue road reconstruction, lights/poles needed to be removed from three intersections located within Germantown jurisdiction. One of the intersection costs exceeded department approval authority. The Village will submit a request for payment to the WDOT for reimbursement costs for all three pole locations. Discussion followed. Trustee Zabel believed there was a signed lease agreement on file with WE Energies in which the Village would only be charged for wattage and the monthly fee for lighting and any other costs would be incurred by WE Energies. Dir. Ratayczak stated he would investigate further and inform the Committee once reimbursement was received from the WIDOT.

MOTION made by Zabel, seconded by Campbell authorizing the payment of \$3,522.71 to WE Energies for the Street Light/Pole replacement on Appleton Avenue at Oak Lane.

Motion carried unanimously.

RECOMMENDATION FOR RELEASE OF SURETY – MIDWEST ASSISTED LIVING (Tender Reflections): Dir. Ratayczak reported final acceptance of work completed was July, 2016. The one year warranty has been met with staff requesting release.

MOTION made by Zabel, seconded by Warren authorizing the release of the Midwest Assisted Living (Tender Reflections) Letter of Credit in the amount of \$8,275.00.

Motion carried unanimously.

DISCUSSION/RECOMMENDATION – TID #6 ENTRANCE SIGN PROPOSAL: Dir. Ratayczak stated as part of the TID #6 development, an entrance sign was included as part of the total project plans. Staff requested proposals from four firms that performed this type of work. One proposal was received from Durham Hill to include the sign, lighting and associated plants and trees. Durham Hill has completed many of these types of projects and came recommended by MLG. The Sign Proposal also needed Plan Commission approval. Additional details were discussed.

MOTION made by Campbell, seconded by Warren to forward to the Village Board with a positive recommendation to enter into a contract with Durham Hill in the amount of \$39,159.04 subject to Plan Commission approval of a sign plan and permit for the TID #6 entrance sign on Appleton Avenue. Funds to be allocated from Acct. #46-574-530-3100.

Motion carried 3-1 (Zabel)

DISCUSSION REGARDING POSSIBLE ASSESSMENT POLICY – REMAINING NON-SEWERED/NON-WATERED PARCELS (Woodland Dr., Rosewood Ave., Oakview Ave.):

Dir. Ratayczak noted at the request of Trustee Dennis Myers, staff wanted to discuss the possible assessment policy for the affected residents IF sanitary sewer and water main were to be installed to the remaining parcels currently not served. Trustee Myers felt a policy would be beneficial prior to conducting a door to door survey of the affected property owners determining their interest in having sanitary and municipal water. The following points were made;

- Residents are looking to have their roads resurfaced and it was determined that the installation of municipal utilities be considered prior to road reconstruction.
- It first needs to be determined if the project costs would be borne by the affected residents or the Utility; Residents would assume financial responsibility if they petitioned for sewer and water; or the Water Utility would assume financial responsibility of the main line with residents paying for the laterals; By covering the main line costs means that everyone on the utility is paying for the main line cost to serve the affected residents;
- The current assessment policy should be reviewed;
- Utility costs need to be determined;
- Assessment payback is usually 10 years;
- Consider a 3-5 year deferment on the assessment and add an additional 10 years to pay off the balance;
- Residents should be told if they choose not to install utilities and the road is reconstructed, utility installation cannot happen for 10 years;
- Residents should consider testing their well/septic system prior to considering whether they want municipal sewer and water;

DISCUSSION/UPDATE – VACANT CIVIL ENGINEER POSITION: Dir. Ratayczak explained the vacant Civil Engineer position was advertised with a closing date of June 2, 2017. The Village received two applicants, both recent graduates, very little experience, and no actual experience performing utility/road design, plan review or construction inspection/management. Staff researched firms that hire engineers and found the current salary range the Village offered may have been too low. Staff believed the position should be filled with an engineer having some basic experience performing the duties mentioned and questioned the Committee if they would consider filling the position of Utility Engineer which required a certain level of experience and a higher salary range. The following points were made;

- Experience is necessary. A Professional Engineer (P.E.) is not required;
- Try and fill the Civil Engineer position and budget for a Utility Engineer position in 2018 as this position is paid the sewer and water funds;
- Committee should approve a higher budget so staff can hire a Utility Engineer right now;
- Hire a Civil Engineer right now and hire a Utility Engineer in 2018;

- Staff should contract and Engineering Consultant in the interim;
- Staff should advertise the Civil Engineer position again and increase the salary;
- In order to increase the salary for the Civil Engineer position, staff would need to look at the salary grade and adjust it accordingly;
- Trustee Warren stated as part of a professional organization, they survey private firms as to their rate structure and offered to provide the information to Dir. Ratayczak;

In closing, Dir. Ratayczak was authorized to re-advertise the Civil Engineer position again and if he received no results, the Committee would need to reconsider expanding the salary range for this position.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held TUESDAY, September 12, 2017 at 5:30 p.m.

ANNOUNCEMENTS: Trustee Zabel announced the Menomonee Falls Plan Commission approved Grace Lutheran's request to build senior and assisted living units at their County Line Road location. As part of the Conditional Use Permit approval, Capri (the developer) would need to provide Menomonee Falls an amended Agreement between the two Villages regarding utilities. Trustee Zabel noted discussion between staff and Committee should take place as to the affect this development will have on Germantown's sewer and water utilities.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:17 p.m.



Janice Wick, Recording Secretary

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 12, 2017

AGENDA ITEM: New Business A

ITEM TITLE: Discussion/Recommendation Regarding Access to
Parcel #313-990 (Amy Belle Road Extended)

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The owner of this parcel of land has approached the Village searching for a way to gain access to their property from Amy Belle Road. The parcel has a 33' road reservation on the west side. This is the east half of a 66' road reservation of which the west 33' is located in the Village of Richfield. The parcel is somewhat land locked in that there is another parcel of land to the south having a 33' road reservation but this land owner has improved this area of his parcel. It would appear that the owners of Parcel #313-990 would have to either strike an agreement with the owner of Parcel #313-XXX or the Village would have to take the road reservation on these two Parcels and construct a driveway.

Staff does not see the potential for Amy Belle Road to be constructed to the north of Indian Trail in the future. Also, staff does not feel that the Village should be responsible for constructing an entrance road to this parcel of land.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

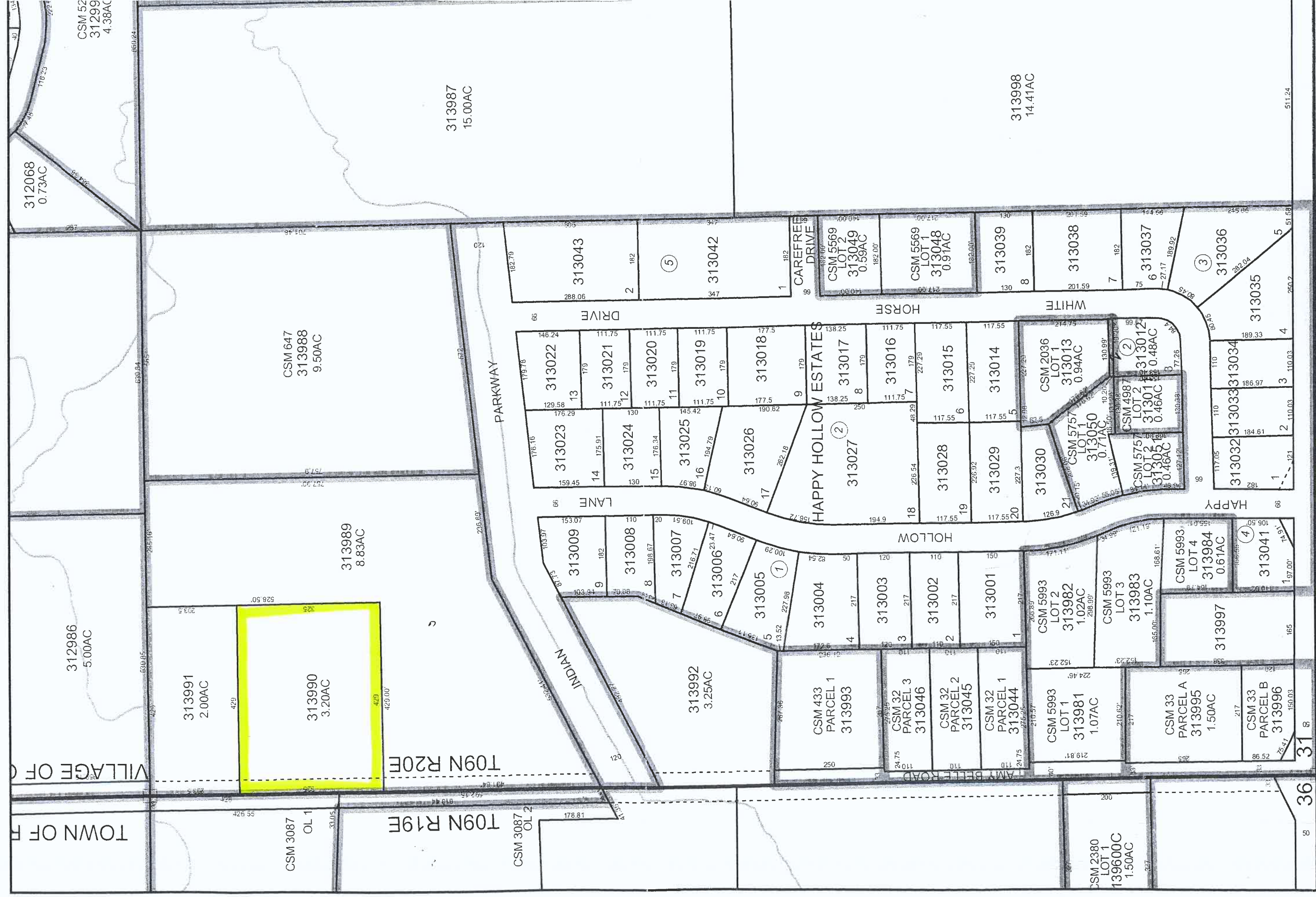
-Map showing location of Parcels

RECOMMENDATION:

Staff is looking to the Public Works & Highway Committee for a recommendation as to a solution for land owner to gain access to their land.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.



**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 12th.

AGENDA ITEM: New Business B

ITEM TITLE: Consideration to pay invoices – Services to repair and replace PLC at well #11(programmable logic controllers)
Consideration to pay invoice – Services to program PLC (programmable logic controllers) provide O/M updates.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to pay the invoices from Starnet Technologies and Ruekert and Mielke. This work was authorized under emergency situation because a pipe burst in Well #11 causing the main control panel to get soaked with water compromising the integrity of the control units. The invoice is for labor and materials.

Starnet Technologies	Franksville, WI	\$13,629.98
Ruekert and Mielke	Waukesha, WI	\$14,618.99

ORDINANCE _____ RESOLUTION _____ OTHER _____ ATTACHMENT:

RECOMMENDATION:

Staff recommends paying the invoice from Starnet Technologies
Staff recommends paying the invoice form Ruekert and Mielke.

Staff recommends allocating \$13,629.98 from the 2017 operating budget Acct # 50-712-530-6170

Staff recommends allocating \$14,618.99 from the 2017 operating budget Acct #50-712-530-6110

Both invoices are covered 100% by CHUBB, our insurance carrier.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 12, 2017

AGENDA ITEM: New Business 

ITEM TITLE: Preliminary Discussion – Wrenwood Development & Sanitary / Water extension to Development

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The Developer of the proposed 192 unit Wrenwood Development, Bill Carity, requested the opportunity to give a short presentation of his proposed development and to discuss the possibilities of the development being served by Village sanitary sewer and water main. Mr. Carity is aware of the current efforts of the Village to extend these utilities and wanted to address his concerns as to the proposed schedule to construct the needed utilities.

The proposed development is located north of Mequon Rd, west of Country Aire Dr. and extends north to Freistadt Rd.

It should be noted that this proposed development has been to the Plan Commission for a presentation/discussion where it received favorable comments.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

-Map showing location of Development to be presented by Mr. Carity

RECOMMENDATION:

No recommendation is required this topic for discussion only.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 12, 2017

AGENDA ITEM: New Business 

ITEM TITLE: Authorization to Pay Invoice – Starnet Technologies

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

On April 20, 2017, The VFD for pump 3 at Main Street Lift failed. The drives are a legacy product from Rockwell and are no longer supported. A replacement drive was ordered through Starnet Technologies. This replacement was authorized as an emergency by former Village Administrator Schornack due to the high flows occurring at the time from persistent spring rains.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

It is my recommendation to pay the invoice to Starnet Technologies for the amount of \$12,025.00. Invoice included all parts, labor, and programming, as well as initial troubleshooting of failed unit. And to pass this recommendation on to the Village Board with a positive recommendation.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

INVOICE



8520 Hollander Drive
PO Box 374
Franksville, WI 53126

Remit Payment to: 4280 E 14th Street
Des Moines, IA 50313 USA

Telephone: (262) 886-0228
Fax: (262) 886-0221

www.starnettech.com

INVOICE NUMBER: 0090445-IN

INVOICE DATE: 7/27/2017

ORDER NUMBER: 0008058

SHIPMENT DATE: 7/5/2017

SALESPERSON: HOUSE ACCOUNT

CUSTOMER NO: 2537765

SOLD BY: AJW

SOLD TO:
VILLAGE OF GERMAN TOWN
PO BOX 337
GERMANTOWN, WI 53022
United States

SHIP TO:
VILLAGE OF GERMAN TOWN
PO BOX 337
GERMANTOWN, WI 53022
United States

CONFIRM TO:
SR# 12924

REFERENCE:
GER2228T_GER_SVC_17

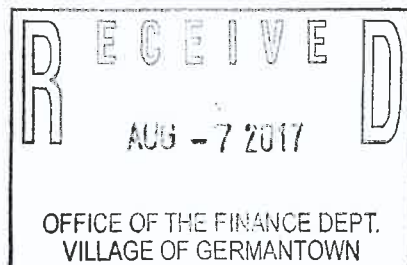
CUSTOMER P.O.: 33656

FOB:

SHIP VIA:

Terms: NET 30 DAYS

ITEM NO.	ORDERED	SHIPPED	BACK ORD		PRICE	UNIT	AMOUNT
*	1.00	1.00	0.00	GERMANTOWN VFD REPLACEMENT	12,025.0000	EACH	12,025.00



VENDOR #	19721
ACCT. #	
DISC. \$	
APPROVAL	

All return goods must have written approval from Starnet Technologies before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Net Invoice:	12,025.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	12,025.00

CUSTOMER



Service Report



8520 Hollander Drive P.O. Box 374

Franksville, Wisconsin 53126-0374

Phone: (262) 886-0228 Fax: (262) 886-0221

SERVICE TYPE

- | | |
|--|---|
| ☐ Service Engineer | ☒ Straight Time (7-4 M-F) |
| ☒ Service Technician | ☐ 1-1/2 Time (Sat. & After Hours) |
| ☐ On-Site Service | ☐ Double Time (Sun. & Holidays) |
| ☐ Phone Support | ☐ Service Agreement / Contract Hours |
| ☐ In-House | ☐ Service Agreement / Discount |
| | ☐ Warranty |

Service Report Number: 12924

Client Name: Germantown Waste Water

Project Number: GER2228T GER SVC 17

Client Contact: Tim Zimmerman

Service Rep.: Dan Jacob/ Peter Krich

Service Location: Main St LS

DATE	DESCRIPTION OF WORK	MILES	HOURS
04/27/17	Troubleshoot Pump 3 VFD, Precharge 19 Fault		3.00
	Pre charge circuit tested OK, Did not have available parts to replace for possible solution, Drive replacement recommended		
06/27/17	Remove old drive		1.00
	Peter's Time		1.00
07/05/17	Install, program, and test replacement pump 3 VFD		6.00
	Backup control setup still needs completion		
	Peter's Time		6.00
	Time Quoted in Repairs		-14.00
TOTAL			3.00

ITEM #	QTY	DESCRIPTION	PRICE	TOTAL
	1	20F1AND125AN0NNNNN Powerflex 753 Drive		
	1	Quote: BWG-Email 170502	\$12,025.00	\$12,025.00
TOTAL				\$12,025.00

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 12, 2017

AGENDA ITEM: New Business E

ITEM TITLE: Discussion/Recommendation Regarding – Old Farm
Subdivision Monument Sign

SUBMITTED BY: Lawrence Ratayczak, P.E. - Director of Public Works

SUMMARY EXPLANATION:

Trustee Myers as agent for the property owners in the Old Farm Subdivision is requesting approval for a replacement monument sign for the residential subdivision located at the intersection of Donges Bay Road and Division Road. The sign will be located on Village property. Please refer to the attached Plan Commission information for additional data. Plan Commission is suggesting that a maintenance agreement be executed.

Since the proposed monument sign would be located in public right of way staff is bringing this issue to the PWHC for discussion and recommendation.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

- Documents from Plan Commission

RECOMMENDATION:

Staff is looking to the public Works and Highway Committee for a recommendation and to pass this item onto the Village Board for a final decision.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

MOTION Baum second Gray to Approve the proposed monument sign for the Willow Creek Business Park located on Appleton Avenue subject to the following conditions:

- 1. A separate electrical permit shall be obtained from Inspection Services prior to installation.**

There was some concern the proposed landscaping would grow over the Business Park lettering. Planner Retzlaff said there wasn't a grading plan that shows the landscaping, but the intention is to create a mound and the slab would be at the peak. Commissioner Gray said the lowest size juniper should be used.

MOTION to Amend Baum second Gray to add Condition #2 that the juniper not be taller than 6 to 12 inches when fully mature.

MOTION to Amend carried unanimously.

Planner Retzlaff said the Village will maintain the sign and landscaping.

MOTION carried unanimously.



Dennis Myers for Old Farm Subdivision – Donges Bay and Division Roads. Trustee Myers as agent for the property owners in the Old Farm Subdivision is requesting approval for a replacement monument sign for the residential subdivision to be located at the intersection of Donges Bay Road and Division Road. Planner Retzlaff summarized the proposal.

MOTION Baum second Nilles to Approve the proposed monument sign for the Old Farm Subdivision as proposed subject to the following conditions:

- 1. The proposed monument sign location is on Village owned property and shall be approved by the Village Board or appropriate Committee prior to installation.**
- 2. Prior to installation, a written agreement assigning maintenance responsibility for the sign and associated landscaping shall be made between the Village and entity and/or person(s) accepting said responsibility on behalf of the Old Farm subdivision property owners.**

Discussion followed. Trustee Baum commented that the sign may blow over if the posts are only 2 feet underground. He asked if the applicants are aware that if they don't maintain the sign the Village can come and take it out. Planner Retzlaff said there hasn't been sufficient time to identify a subdivision group. Trustee Dennis Myers explained he will be the sole owner of the sign and on the advice of the Village Attorney has acquired signatures from property owners who are in support of replacing the sign. Trustee Myers confirmed the posts would be installed 2 feet underground with supports. Commissioner Nilles was in favor of replacing the sign but questioned who will sign the maintenance agreement and how it will be enforced. Planner Retzlaff explained this is a unique situation and there are no historical records on whether there was an association. Chairman Wolter mentioned several subdivisions that have successful associations where someone collects fees and maintains them for maintenance purposes. He said if the sign goes into disrepair or starts to fall apart it will be taken down by the Village. There wasn't an association with the previous sign and the Village removed it when it fell in disrepair. Trustee Myers explained that a sign was already there and he is just replacing it.

MOTION carried unanimously.

SIGN PERMIT REVIEW

8/14/17 Plan Commission Meeting

Dennis Myers / Old Farm Subdivision

Village Planner Report

Germantown, Wisconsin

Summary

Dennis Myers, Village Trustee and agent for property owners in the Old Farm Subdivision, is requesting approval for a replacement monument sign for the residential subdivision to be located at the intersection of Donges Bay Road @ Division Road.

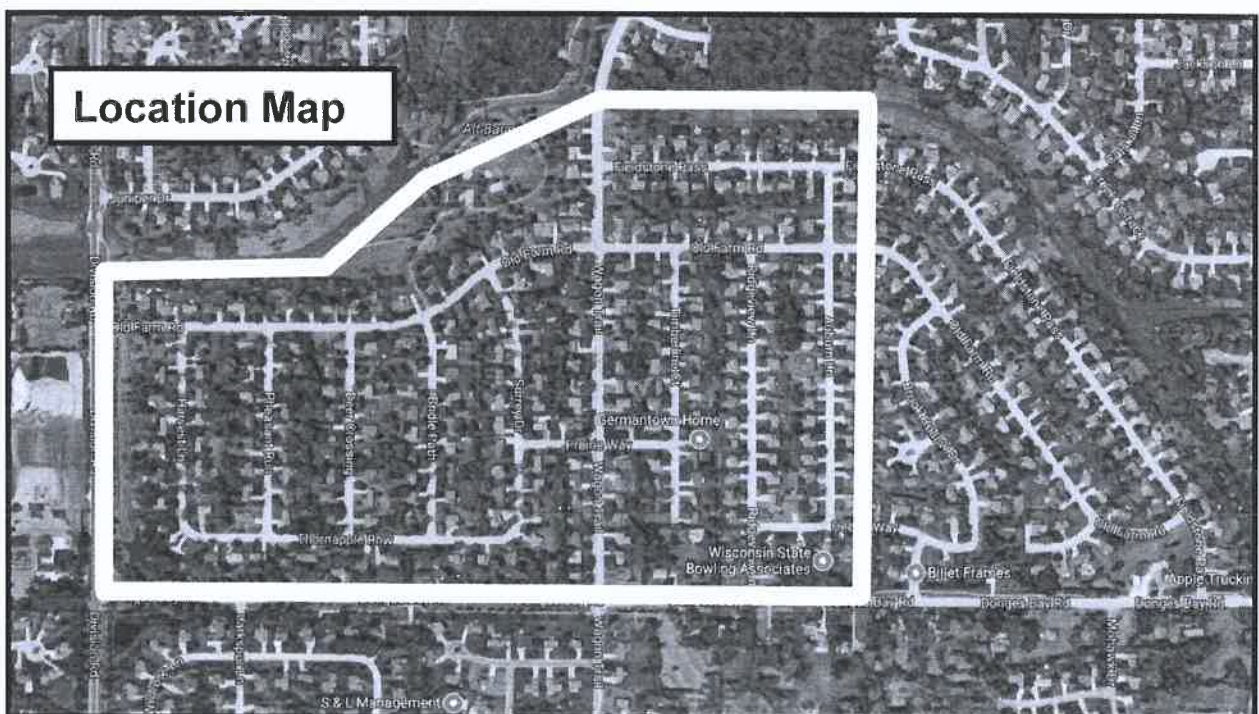
Property Location: Old Farm Subdivision

Applicant/

Property Owner: Dennis Myers, Village Trustee, District 3

Current Zoning: Rs-4/5/6/7: Single-Family

Adjacent Land Uses		Zoning
North	Residential	Rs-4/5/6/7
South	Residential	Rs-4/5/6/7
East	Residential	Rs-4/5/6/7
West	Residential	Rs-4/5/6/7



Background/Proposal

The Old Farm Subdivision (including Annex # 1 and Annex #2) is comprised of 295 single-family lots platted from 1975 through 1981. Outlot 1 is an 80-100' wide drainageway adjacent to Division Road from Donges Bay Road north to Old Farm Road (see attached Exhibit 1). According to recorded historical documents, Outlot 1 was one of three outlots conveyed to the Village in 1976. After residential development commenced, a permanent subdivision identification or monument sign was installed in Outlot 1 near the intersection of Donges Bay Road @ Division Road. That sign, which is the same or very similar to the monument sign proposed by Trustee Myers, was eventually removed sometime in the last few years due to lack of maintenance. According to Trustee Myers, he was contacted and encouraged by a number of Old Farm property owners to refurbish a similar monument sign located in a different location along Donges Bay Road and relocate it to the original sign location at the Donges Bay Road intersection. Myers has restored and refurbished the proposed monument sign and is requesting approval from the Village to install (re-install) the sign in the original location in Outlot 1.

As shown in the color photo, the monument sign is a 4' x 8' (32 sqft) post & panel sign (non-illuminated) mounted on 6"x 8' cedar posts that will be installed at a height of 5'-6' above grade in the pre-existing sign location with additional shrubs on either side (two 15" Dark Horse Weigela provided by David J. Frank Landscaping).

Staff Comments

The proposed monument sign location is on Village-owned property and, therefore, will require final approval prior to installation. Also, as is required under Section 17.46(6) of the Zoning Code sign regulations, a permanent subdivision sign may be installed in Village right-of-way provided there is a *"...written agreement... which places all maintenance responsibility on the developer(s) or owner(s) and exempts the Village from all maintenance responsibilities"*. In this case, installation of the sign is proposed by Dennis Myers on behalf of the Old Farm Subdivision and those property owners who have supported him in this endeavor and not a legal entity such as a Homeowners Association. To that end, staff recommends that a maintenance agreement deemed acceptable to both the Village, Myers and the property owners be required prior to installation of the sign.

The proposed monument sign will be located in the same location as the previous monument sign. The installation site has some existing landscaping, e.g. deciduous trees, which have grown tall over the years and will serve as a suitable setting for the new sign along with the supplemental landscaping. Additional landscaping may be warranted around the sign base as determined by the Plan Commission.

Village Planner Recommendation

APPROVE the proposed monument sign for the Old Farm Subdivision as proposed subject to the following conditions:

1. The proposed monument sign location is on Village-owned property and shall be approved by the Village Board or appropriate Committee prior to installation.
2. Prior to installation, a written agreement assigning maintenance responsibility for the sign and associated landscaping shall be made between the Village and entity and/or person(s) accepting said responsibility on behalf of the Old Farm subdivision property owners.

Village of



Fee must accompany application

\$275 Sign Review Fee

\$75 Sign Face Replacement

Paid \$ Date 5-31-17

SIGN REVIEW APPLICATION

Pursuant to Section 17.46 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1	APPLICANT OR AGENT	PROPERTY OWNER
	<u>DENNIS MYERS</u>	<u>SAME</u>
	_____	_____
	_____	_____
	_____	_____
	Phone (262) <u>853-8214</u>	Phone (262) <u>853-8214</u>
	Fax () _____	_____
	E-Mail <u>myersd@wi.rr.com</u>	_____

2 **PROPERTY ADDRESS OR GENERAL LOCATION**

NORTH EAST CORNER OF DONGES BAY RD
AND DIVISION

3 **SIGN INFORMATION**

Sign Dimensions 8' height x 9' width Single/~~Multi~~ Tenant (circle one)

Number of Sides 1 Building Frontage SF _____

Total Square Footage of Sign (include all sides) _____

Total height of the Sign 5' (IN THE GROUND)

Is the Sign to be illuminated _____ yes X no

Type of Sign Construction Materials WOOD

Distance to Closest Property Line _____

Are there any existing signs on the property NO

If yes, what is the total Square Footage of existing signs _____

What are the intentions for the existing signs: Take down _____ Remain (NA)

4 **SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!**

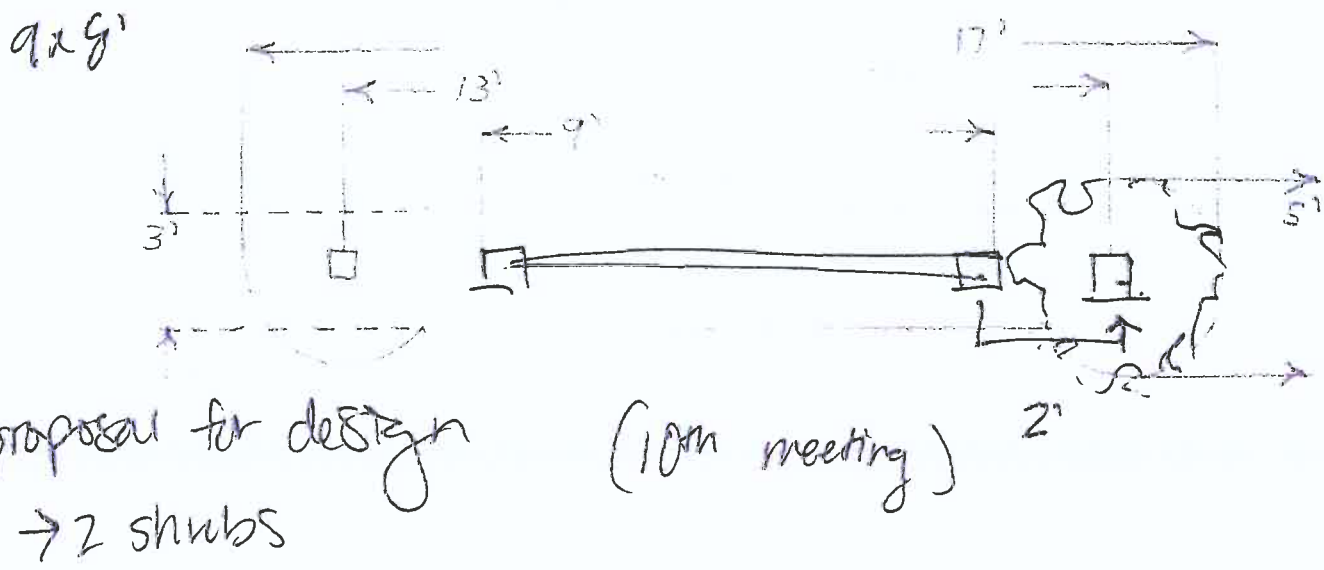
Dennis Myers
Applicant _____ Date _____

Dennis Myers
Owner _____ Date _____

Images of 1/10/17 at 10:10
Images of 1/10/17 at 10:10
Images of 1/10/17 at 10:10
Images of 1/10/17 at 10:10
Images of 1/10/17 at 10:10



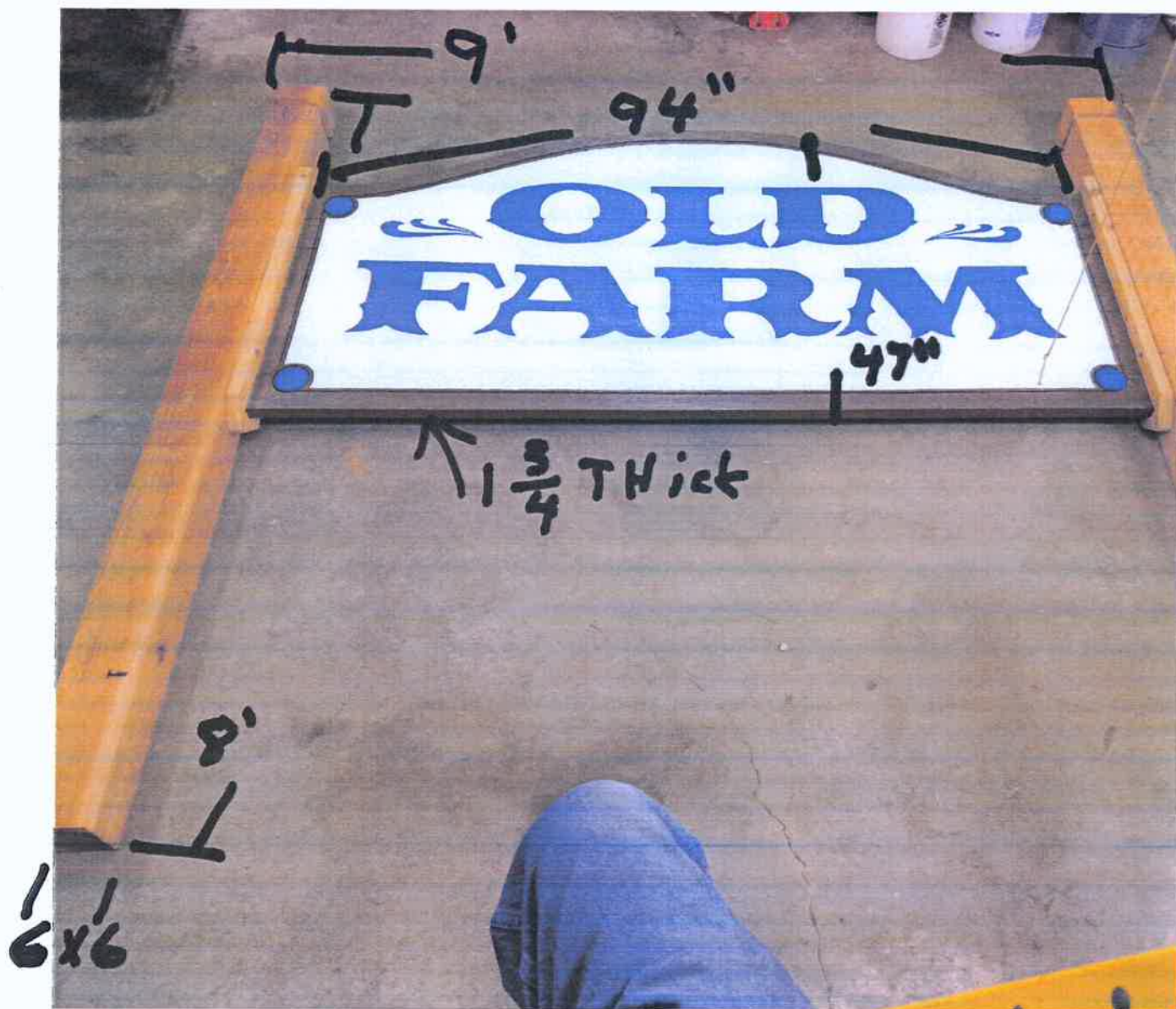
Images of 1/10/17 at 10:10
Images of 1/10/17 at 10:10
Images of 1/10/17 at 10:10
Images of 1/10/17 at 10:10
Images of 1/10/17 at 10:10



[illegible]

Subject: PIC
From: [redacted]
Date: 6/27/2017 11:10 AM
Re: [redacted]

10/10/17 10:00 AM
10/10/17 10:00 AM



10/10/17 10:00 AM
10/10/17 10:00 AM

10/10/17 10:00 AM



Grow Beautifully



Dark Horse Weigela

Weigela florida 'Dark Horse'
Plant Patent #14,381

Item #7639 USDA Hardiness Zone: 4 - 8



Availability

[Buy Online Now](#)

[Check Selected Retailers](#)

[Add to Favorites](#)



Plant Description

Dark bronze foliage with lime green venation combines with purplish pink tubular flowers to make a dramatic statement in the landscape. Neat, compact habit is easy to maintain. Perfect for an accent or shrub border. Deciduous.

Overview

Light Needs:



Full sun

Watering Needs:



Needs regular watering - weekly, or more often in extreme heat.

Average Landscape Size:



Low, spreading shrub to 3 ft. tall and wide.

Key Feature:



Dramatic Foliage Color

Blooms:



Spring

Landscape Uses:



Border, Container, Firescaping/Fire Wise, Hedge, Mass Planting, Urban Garden

July 6, 2017

ATTN: Dennis Myers
Village of Germantown



Dear Dennis,

I am pleased to provide you, and the Village of Germantown, with the following proposal for landscape design services. All materials involved in this proposal are subject to all applicable Wisconsin sales tax.



Sign Planting\$89.30

(2) 15" Dark Horse Weigela to be furnished by DJFLCI and planted by client 2' out from post of newly installed sign in order to enhance the visually quality of the sign area.

One copy of this signed contract for the purchasing of plant material must be returned and one copy may be retained for your records. A total payment will be due at the time the client picks up plant material from the DJFLCI nursery. Due to the unusual nature of the plant material being installed by the client and not by DJFLCI there will be no warranty granted for the plant material. Installation and care should be provided by the client in this particular circumstance.

Thank you for the opportunity to provide a bid on this project. I am confident in our ability to provide the highest quality plant material for your project.

I am available at emilys@davidjfrank.com or in the office by phone: 262.250.4888

Sincerely,

A handwritten signature in cursive script that reads "Emily Schöenrock".

Emily Schöenrock
Landscape Architect Assistant

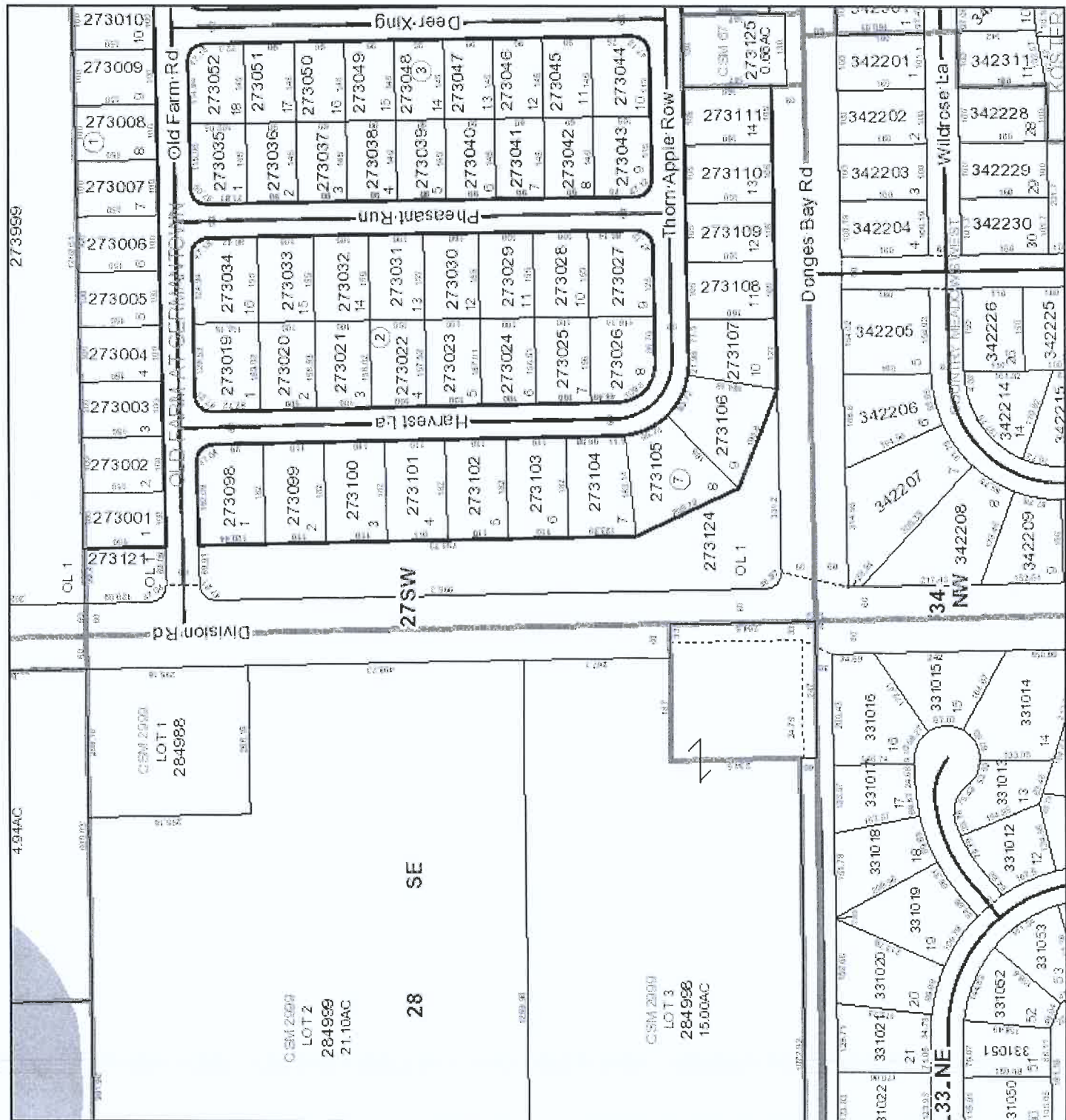
Client Acceptance

Date

Washington County, WI

Legend

- Eisenbahn State Trail
- State Owned
- Parcel
- Tax Parcel TaxKey
- Tax Parcel Dimension
- Tax Parcel Acreage
- Parcels to be Retired
- Plat
- Plat Name
- Block
- Block Number
- Lot
- Lot Number
- Right-of-Way
- Right-of-Way Dimension
- Label Leader Line
- Landhook
- Meander Line
- Parcel Note
- PLSS Government Lot
- PLSS Government LotText
- PLSS Monument
- PLSS Section
- PLSS Quarter Section
- Tax Parcel Annotation-West Bend
- City Address Text
- Reserved Address Text
- Town Address Text
- Block Number Text
- Condominium Name Text
- 0 100 200 300
- DISCLAIMER: This map is not guaranteed to be accurate, correct or complete and the conclusions drawn are the responsibility of the user.
- Washington County, WI
- Parcel Area Text
- Parcel
- Parcel
- Parcel
- Private
- Right-of-Way Dimension Text
- Right-of-Way Name Text
- Subdivision Lot Number Text



Abstract & Title Company

410 Hawthorn Drive West Bend, WI 53095

Phone (262) 334-9142

REPORT OF CONVEYANCES

For: Dennis Myers
N115 W20309 Woodland Drive
Germantown, WI 53022

Letter Report No. LR2017 01084

Final

Dated 7/17/2017

Referral # LR 5401

We have examined the records relative to the premises described in Schedule A below, and find that as of the date of report, record title to said premises appears in:

Village of Germantown, Wisconsin

Subject to the encumbrances and other matters as hereinafter set forth.

SCHEDULE A

Description of property situated in County of Washington, State of Wisconsin.

Outlot One (1) of Block Seven (7) in OLD FARM AT GERMANTOWN, Being a Subdivision of part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 27, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

(Tax Key No. GTNV_273124).

Info. Note: Division Road, Germantown, Wisconsin 53022.

Abstract & Title Company



Brian L. Ogle

SCHEDULE B

1. Encumbrances:

None.

2. Taxes:

None.

We did not search bankruptcy proceedings for the above-named parties.

Special assessments, if any, are not included in this report.

Easements and restrictions of record are not included in this report.

The liability for this report will not exceed the consideration paid therefor, and it is not purported to carry the liability of a title policy commitment.

Effective Date July 7, 2017 at 8:00 AM

DOCUMENT NO.

379228

RECEIVED 623 PAGE 502

STATE BAR OF WISCONSIN - FORM 1
WARRANTY DEED
THIS SPACE RESERVED FOR RECORDING DATA

This Deed, made between Ambruster Builders, Inc.
A Wisconsin Corporation: Robert A. Ambruster, President;
Patricia Ambruster, Sec'y., Treas.

and Village of Germantown, Wisconsin

Witnesseth, That the said Grantee for a valuable consideration

conveys to Grantee the following, described real estate in Washington County
State of Wisconsin

RECEIVED
OCT 10 1976
W. 2249
Lakehead Title Co. Inc.
P.O. Box 100
West Lake, Wisconsin 53091

Tax Key #
This is not a homestead property.

Outlots 1, 2 and 3 in Old Farm at Germantown, being a subdivision of part of the
Northeast 1/4; Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 27,
Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Tax Key Numbers: T.5-731-121
T.5-731-122
T.5-731-123

TRANSFER
\$22.25 (2)
FEE EXEMPT

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining:
And Robert A. Ambruster, President; Patricia Ambruster, Sec'y., Treas.
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except existing municipal
zoning ordinances and easements and restrictions of record.

and will warrant and defend the same.

Executed at Monomonge Falls

this 4TH day of October 1976.

SIGNED AND SEALED IN PRESENCE OF

Ambruster Builders, Inc. (SEAL)

Robert A. Ambruster, Pres. (SEAL)

Patricia Ambruster, Sec'y., Treas. (SEAL)

Patricia Ambruster, Sec'y., Treas. (SEAL)

Signatures of

authenticated this 4TH day of October 1976.

Title Member State Bar of Wisconsin or Other Party

Authorized under Sec. 706.06 vic.

STATE OF WISCONSIN

Haukesha County

Personally came before me, this 4TH day of October 1976
the above named Robert A. Ambruster, President; Patricia Ambruster, Sec'y., Treas.

to me known to be the person S, who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY

Michael E. Reed

The use of witnesses is optional.

Michael E. Reed
Waukesha Co.
Notary Public, May 27, 1979 County, Wis.

My commission expires (to) May 27, 1979

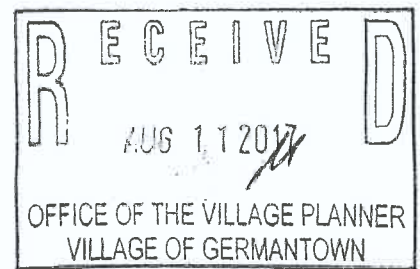
Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1 - 1974

Wisconsin Local Blank Company,
Milwaukee, Wis. (Job 32160)

July 1, 2017



PETITION

The below signed names are long time residences of Old Farm Subdivision who are looking forward to having one of their original signs be put back at the location of Division Road and Donges Bay Road.

<u>Name</u>	<u>Address</u>	<u>Date</u>
Irita Hutchison	W165N10689 Wagon Trail	7/1/17
Michael J. Hutchison	W165N10689 WAGON TRAIL	7/5/17
Kathleen Gross	N106W16608 Old Farm	7/5/17
Cole Fenske	N105W17026 Old Farm	7/5/17
Joanne M. Fenske	N105W17026 Old Farm	7/5/17
Steve Weber	W171N10539 HARVEST LN	7-5-17
Maria Weber	W171N10539 HARVEST LN	7/5/17
Henry Wink	W171N10403 HARVEST LN	7/5/17
Mary Ann Wink	W171N10403 HARVEST LANE	7-5-17
Janet M. Wink	N104W17037 THORNAPPLE ROW	7-5-17
Kenneth Dunn	N104W17037 Thornapple Row	7-5-17
Suzanne Wink	N104W17019 Thornapple Row	7/5/17
John Wink	N104W17019 THORNAPPLE	7/5/17
John Owen	W165N10643 WAGON TRAIL	7/5/17
Mary d'Amor	W166N10419 SURREY DR 255-5496	7/8/17
Paul d'Amor	W166N10419 Surrey DR	7/8/17
Mary Hersh	W166N10435 Surrey Dr	7/8/17
Diane Lamberson	W166N10440 Surrey Dr	7/7/17
Ann Kuehn	W166N10424 Surrey 255-0128	7/7/17
DAVID AMERSON	W166N10410 Surrey 252-2555592	7-7-17
Patricia Schmid	N104W16125 Thornapple Row	7-7-17
Shirley Das	W167N10436 Bridle Path	7-7-17
Sonnie Lemanczyk	W167N10438 Bridle Path	7-7-17

OLD FARM SUBDIVISION SIGN MAINTENANCE AGREEMENT
Village of Germantown

THIS AGREEMENT is between _____ (the "Subdivision Group") and the Village of Germantown (the "Village"), based upon the following:

WHEREAS, the Village owns the property identified as Outlot 1 of Block 7 in Old Farm at Germantown, being a Subdivision of part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, the Subdivision Group wishes to have installed upon the Property a subdivision sign more specifically identified in the attached Exhibit A; and

WHEREAS, the Subdivision Group is willing to undertake appropriate maintenance and upkeep of the subdivision sign; and

WHEREAS, the Village authorizes the installation of such subdivision sign under the terms provided hereunder;

NOW, THEREFORE, based upon the foregoing, the parties agree as follows:

1. The Village hereby authorizes the Subdivision Group to enter upon the Property for the purposes of installing and maintaining the subdivision sign shown as Exhibit A.
2. The subdivision sign shall be installed in the location identified on Exhibit B.
3. In installing and maintaining the subdivision sign, the Subdivision Group shall not construct, place or allow the construction or placement of any structures and/or landscaping on the Property (except the subdivision sign) without specific written approval from the Village.
4. The Subdivision Group, at its sole expense, shall adequately maintain the subdivision sign. Adequate maintenance shall mean the preservation of the functional integrity through, but not limited to, repainting, replacing worn or damaged parts, trimming of grass and weeds around the sign base. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and man-made, and disrepair. If disrepair, damages or other deficiency shall be discovered by the Village written notice shall be promptly furnished to the Subdivision Group advising of the defects, and the Subdivision Group shall have fifteen (15) days from the date of receipt of said report to take appropriate measures to correct any deficiencies or damages. The Subdivision Group shall promptly advise the Village of the actions taken to respond to, address or otherwise correct any deficiencies or damages.

5. The Subdivison Group shall indemnify and save harmless the Village from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Subdivison Group, its agents, contractors, or employees in connection with any entry, maintenance and or repair conducted on the Property.
6. The Subdivision Group, on behalf of itself and its members, officers, agents, employees, contrators and permittees, hereby releases and waives any and all claims it may have against the Village for any injury, damage, claim or the like sustained for any reason upon the Property.
7. If the Subdivision Group fails to maintain the subdivision sign as required hereunder or fails to make all the reasonably necessary repairs and/or improvements to correct damages, both natural and man-made following the notice required under Paragraph 4, the Village may but shall not be obligated to enter upon the Property and take whatever steps reasonably necessary to correct deficiencies. In addition, if the Village performs work of any nature, or expends funds in performance of said work for labor, use of equipment, supplies, materials and the like, the Village may impose upon the Property a special charge for the cost of said work, pursuant to Section 66.0627 of the Wisconsin Statutes.
8. This agreement shall become effective as of the last date it is executed by wither of the parties as shown below.
9. By signing below, the person signing on behalf of the Property Owner represents that they have the authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
10. This Agreement shall be recorded with the Register of Deeds of Washington County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.
11. Any notices required hereunder shall be delievered to:

TBD
12. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin. Any disputes hereunder shall be venued in the State of Wisconsin Circuit Court in and for Washington County.
13. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

SUBDIVISION GROUP

By: _____
Date

Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2017, the above-named,
_____, _____ of
_____, to me known to be the person who executed the foregoing
instrument and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of _____
My Commission Expires: _____

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President Date

ATTEST:

By _____
, Village Clerk

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2017, the above-named,
Dean Wolter, Village President, and _____, Village Clerk, to me
known to be the persons who executed the foregoing instrument and acknowledged that
they executed the foregoing instrument as such officers, as the deed of said municipal
corporation, by its authority and pursuant to action by its Village Board on the ____ day
of _____, 2017.

By _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

Approved as to form:

Brian C. Sajdak, Village Attorney

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 12, 2017

AGENDA ITEM: New Business F

ITEM TITLE: Consideration/Approval of Easement Documents –
Rainbow Child Care, LLC

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The easements (3) are located in the northeast corner of Mequon Rd and Division Rd. (First Bank) and the adjoining property to the east. The adjoining property to the east is the site of the proposed Rainbow Child Care. There are three (3) easements total. The easements are for the proposed sanitary sewer and water main and for an existing water main on the First Bank property, which was not completed at the time of the Bank's construction.

Staff recommends the acceptance and approval of the three easements.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

- Attached easement documents

RECOMMENDATION:

Staff recommends acceptance and approval of the three easements.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Document Number	20' Sanitary Sewer and Water Main Easement
-----------------	--

This space reserved for recording data:

Return to: Village of Germantown
PO BOX 337
Germantown, WI 53022

This 20' Water Main Easement (the "Easement") is made by and between EIG14T RCCC 210 WI-GERMANTOWN LLC, a Michigan limited liability company, and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), a 20' wide water main easement with the right, permission and authority to enter upon, construct, install, maintain, in, through, under, across, and upon the tract of land depicted and described on Exhibit "A" attached hereto. This description is for the 20' wide water main line.

Grantors hereby warrant that they have legal title to the lands which are the subject of this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Germantown in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the existing water main and maintenance of the facilities or represent a hazard to such facilities. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Grantee shall perform such regular and customary, or extraordinary or emergency maintenance, repairs or replacement to the improvements as it shall deem necessary and appropriate. Upon completion of any such work, Grantee shall backfill to approximate the pre-existing grade. Grantor, Grantor's successors and assigns, or the tenants of either shall be responsible for the restoration of topsoil, turf or other landscaping, or surface paving disturbed as a result of such work undertaken by Grantee.

The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.
- (2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.
- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of this **20' Wide Water Main easement** and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the water systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the **Water Main** to be installed in the **20' Wide** easement granted hereunder. Grantee will indemnify and hold Grantor, including its members, officer, employees, successors and assigns, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will

defend by counsel satisfactory to Grantor any suit or action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal water distribution system and the municipal sanitary sewer system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown water main and sanitary sewer facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal water distribution system and sanitary sewer systems shall be assessed to or against Grantor or Grantor's land in connection, with such hook-ups.

Grantor(s), their successors and assigns, covenant(s) and agree(s) to permit and allow Grantee to have facility and its appurtenances to be installed at such time and in such location as Grantee may deem necessary.

Grantee and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2017.

EIG14T RCCC 210 WI-GERMANTOWN LLC, a
Michigan limited liability company

By: Pat & Sons Consolidated, LLC,
a Michigan limited liability company, its sole member

By: _____
Reed Fenton, Authorized Representative

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Reed Fenton, Authorized Representative of Pat & Sons Consolidated, LLC, the sole member EIG14T RCCC 210 WI-GERMANTOWN LLC, a Michigan limited liability company, on behalf of the limited liability company.

Print Name of Notary Public: _____
Notary Public, State of _____, County of _____
My commission expires: _____
Acting in the County of _____

[Signature Page Continued]

[Signature Page Continued]

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY: The Village of Germantown on _____, 2017

_____, 2017
Dean Wolter Village President

_____, 2017
- Village Clerk

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2017, the above named
_____ to me known to be the persons who executed the foregoing instrument
and acknowledged the same.

Notary Public

Printed Name

Exhibit A

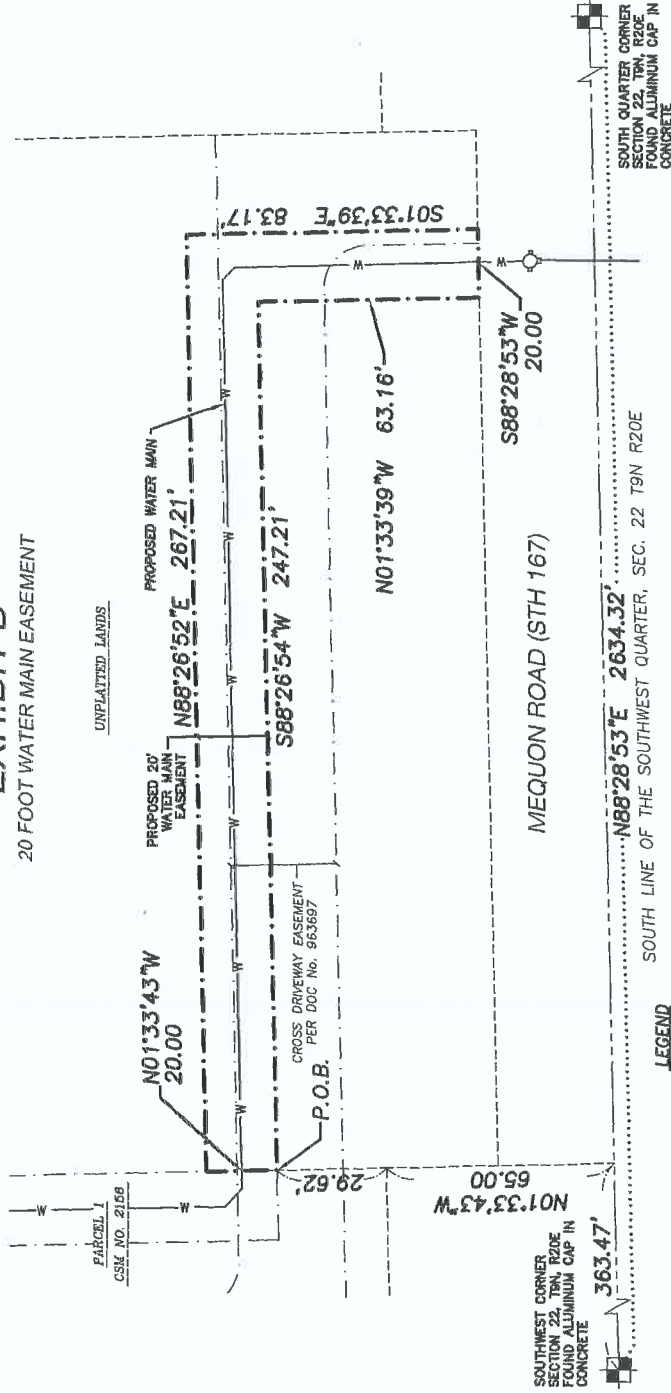
20' wide water main easement

[See attached]

MADISON | MILWAUKEE | KENOSHA | APPLETON

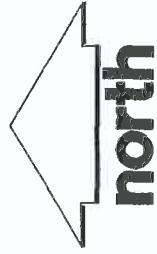
VILLAGE OF GERMANTOWN EXHIBIT B

20 FOOT WATER MAIN EASEMENT



LEGEND

- HYDRANT
- WATER VALVE
- SECTION LINE
- RECORD
- EASEMENT LINE
- WATER LINE



SCALE IN FEET



JSD
Engineering & Surveying • Wisconsin
MILWAUKEE REGIONAL OFFICE
1000 WEST WISCONSIN AVE
MILWAUKEE, WISCONSIN 53218
262.513.0666 PHONE | 262.513.1222 FAX
www.jsdinc.com

PROJECT:	SHEET TITLE:	SHEET NUMBER:
RAINBOW CHILD CARE CENTER GERMANTOWN, WI	PROPOSED WATER MAIN EASEMENT	1
JSD PROJECT NUMBER: 16-7632-EIG	DRAWN BY: BFG	CHECKED BY: BFG
DATE: 7/27/17		

VILLAGE OF GERMANTOWN EXHIBIT B

20 FOOT WATER MAIN EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22;
THENCE NORTH 88°28'53" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 363.47 FEET;
THENCE NORTH 01°33'43" WEST, 65.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MEQUON ROAD (STH 167) AND THE SOUTHEAST CORNER OF PARCEL 1 OF C.S.M. 2156;
THENCE NORTH 01°33'43" EAST, 29.62 FEET ALONG THE EAST LINE OF SAID C.S.M. 2156 TO THE POINT OF BEGINNING (P.O.B.);
THENCE NORTH 01°33'43" WEST, 20.00 FEET ALONG SAID EAST LINE OF SAID C.S.M. 2156;
THENCE NORTH 88°26'52" EAST, 267.21 FEET;
THENCE SOUTH 01°33'39" EAST, 83.17 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MEQUON ROAD (STH 167);
THENCE SOUTH 88°28'53" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 20.00 FEET;
THENCE NORTH 01°33'39" WEST, 63.16 FEET;
THENCE SOUTH 88°26'54" WEST, 247.21 FEET TO A POINT ON SAID EAST LINE OF SAID C.S.M. 2156 AND THE POINT OF BEGINNING.

CONTAINING 6,607 SQUARE FEET (0.1517 ACRES) MORE OR LESS.

File: R:\2016\1607632S Crmen RCCC Germantown\DWG\16-7632S watermain easements.dwg Layout: Exhibit B Legal User: bglaszoz Plotted: Jul 28, 2017 -- 4:26pm

 JSD Professional Services, Inc. • Engineering • Surveying • Planning MILWAUKEE REGIONAL OFFICE N22 W22831 NANCY'S COURT SUITE 3 WAUKESHA, WISCONSIN 53186 262.513.0666 PHONE 262.513.1232 FAX www.jsdinc.com	PROJECT: RAINBOW CHILD CARE CENTER GERMANTOWN, WI	SHEET TITLE: LEGAL DESCRIPTION EXHIBIT B	JSD PROJECT NUMBER: 16-7632-EIG DRAWN BY: CHECKED BY: BFG AWW DATE: 7/27/17	SHEET NUMBER: 2 of 2

Document Number	20' Water Main Easement and Sanitary Sewer Easement
-----------------	---

This space reserved for recording data:

Return to: Village of Germantown
PO BOX 337
Germantown, WI 53022

This 20' Water Main Easement and Sanitary Sewer Easement (the "Easement") is made by and between First Bank Financial Centre, and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), a 20' wide water main easement and sanitary sewer easement with the right, permission and authority to enter upon, construct, install, maintain, in, through, under, across, and the tract of land described and depicted on Exhibit "A" and Exhibit "B" attached hereto.

Grantors hereby warrant that they have legal title to the lands which are the subject of this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Germantown in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the existing water main and maintenance of the facilities or represent a hazard to such facilities. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Grantee shall perform such regular and customary, or extraordinary or emergency maintenance, repairs or replacement to the improvements as it shall deem necessary and appropriate. Upon completion of any such work, Grantee shall backfill to approximate the pre-existing grade. Grantor, Grantor's successors and assigns, or the tenants of either shall be responsible for the restoration of topsoil, turf or other landscaping, or surface paving disturbed as a result of such work undertaken by Grantee.

The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.
- (2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.
- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of this **20' Wide Water Main easement and Sanitary Sewer easement** and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the water systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the **Sanitary Sewer and Water Main** to be installed in the easement granted hereunder. Grantee will indemnify and hold Grantor, including its members, officer, employees, successors and assigns, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will defend by counsel satisfactory to Grantor any suit or

action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal water distribution system and the municipal sanitary sewer system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown water main and sanitary sewer facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal water distribution system and sanitary sewer systems shall be assessed to or against Grantor or Grantor's land in connection, with such hook-ups.

Grantor(s), their successors and assigns, covenant(s) and agree(s) to permit and allow Grantee to have facility and its appurtenances to be installed at such time and in such location as Grantee may deem necessary.

Grantee and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2017.

Signature

Nate Zastrow

Executive Vice President, Treasurer

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2017, the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

Printed Name

[Signature Page Continued]

[Signature Page Continued]

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY: The Village of Germantown on _____, 2017

_____, 2017
Dean Wolter Village President

_____, 2017
- Village Clerk

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2017, the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

Printed Name

This instrument prepared by: Robert C. Beilfuss, Professional Land Surveyor, S-2072

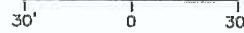
Exhibit "A"
Sanitary sewer easement

[See Attached]

VILLAGE OF GERMANTOWN
EXHIBIT C
SANITARY EASEMENT



SCALE IN FEET



LEGEND

- (S) SANITARY MANHOLE
 ----- SECTION LINE
 ----- RECORD
 ---+---+--- EASEMENT LINE
 --- SAN --- SANITARY SEWER

UNPLATTED LANDS

PROPOSED 20' WATER
MAIN EASEMENT BY
OTHERS

PROPOSED 20'
WATER MAIN
EASEMENT

PARCEL 1
CSM NO. 2156

N88°26'54"E 2.89'

N12°16'13"E 47.37°

PROPOSED SANITARY

20' SANITARY
EASEMENT

~~SAN~~

N83°02'08"W 14.3

NO. 442277, 7722

-P.O.B.

MEQUON ROAD (STH 167)

SOUTHWEST CORNER
SECTION 22, T4N, R22E
FOUND ALUMINUM CAP IN
CONCRETE

SOUTH QUARTER CORNER
SECTION 22, T4N, R22E
FOUND ALUMINUM CAP IN
CONCRETE

N88°28'53"E 2634.32

SOUTH LINE OF THE SOUTHWEST QUARTER, SEC. 22 T9N R20E

File: R:\2016\1807832S Oman ROCC Carmantown\OWG\18-7832S watermarks assessment.dwg Layout: Exhibit C User: bgiazgzy Plotted: Aug 02, 2017 - 3:41am

JSD Professional Services, Inc.
• Kipinours • Torreyana • Pleasanton
MILWAUKEE REGIONAL OFFICE
N22 W22931 NANCY'S COURT SUITE 3
WAUKESHA, WISCONSIN 53186
262.513.0486 PHONE | 262.513.1222 FAX
www.jsdinc.com

PROJECT:
RAINBOW CHILD CARE
CENTER
GERMANTOWN, WI

SHEET TITLE:
PROPOSED
SANITARY
EASEMENT

JSD PROJECT NUMBER: 16-7632-EG	SHEET NUMBER:
DRAWN BY: BFG	CHECKED BY: AWW
DATE: 8/02/17	1

VILLAGE OF GERMANTOWN

EXHIBIT C

SANITARY EASEMENT

PARCEL 1 OF CERTIFIED SURVEY MAP 2156 RECORDED ON JUNE 04, 1984, VOLUME 14, PAGE 260, AT THE WASHINGTON COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22;
 THENCE NORTH 88°28'53" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 363.47 FEET;
 THENCE NORTH 01°33'47" WEST, 77.90 FEET TO A POINT WHERE A 20 FOOT SANITARY EASEMENT INTERSECTS THE EAST LINE OF SAID PARCEL 1 OF SAID C.S.M. 2156 AND THE POINT OF BEGINNING (P.O.B.);
 THENCE NORTH 83°02'08" WEST ALONG SAID NORTHERLY 20 FOOT EASEMENT LINE, 14.38 FEET;
 THENCE NORTH 12°16'13" EAST, 47.37 FEET;
 THENCE NORTH 88°26'54" EAST, 2.89 FEET;
 THENCE SOUTH 01°33'43" EAST, 48.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 409 SQUARE FEET (0.0094 ACRES) MORE OR LESS.

File: R: 12018 14076322 Ormon: R000 GERMANTOWN\DWG\16-76322 watermain easements.dwg Layout: Exhibit C Legal User: bglaserz Plotted: Aug 02, 2017 - 3:40pm

 MILWAUKEE REGIONAL OFFICE 1601 WEST WASHINGTON COUNTY BLVD #3 WAUKESHA, WISCONSIN 53186 262.514.6666 PHONE 262.514.1332 FAX www.jsdinc.com	PROJECT: RAINBOW CHILD CARE CENTER GERMANTOWN, WI	SHEET TITLE: LEGAL DESCRIPTION EXHIBIT C	JSD PROJECT NUMBER: 16-7632-EIG DRAWN BY: BFG CHECKED BY: AWW DATE: 8/02/17	SHEET NUMBER: 2 of 2
---	---	---	--	--------------------------------

Exhibit "B"

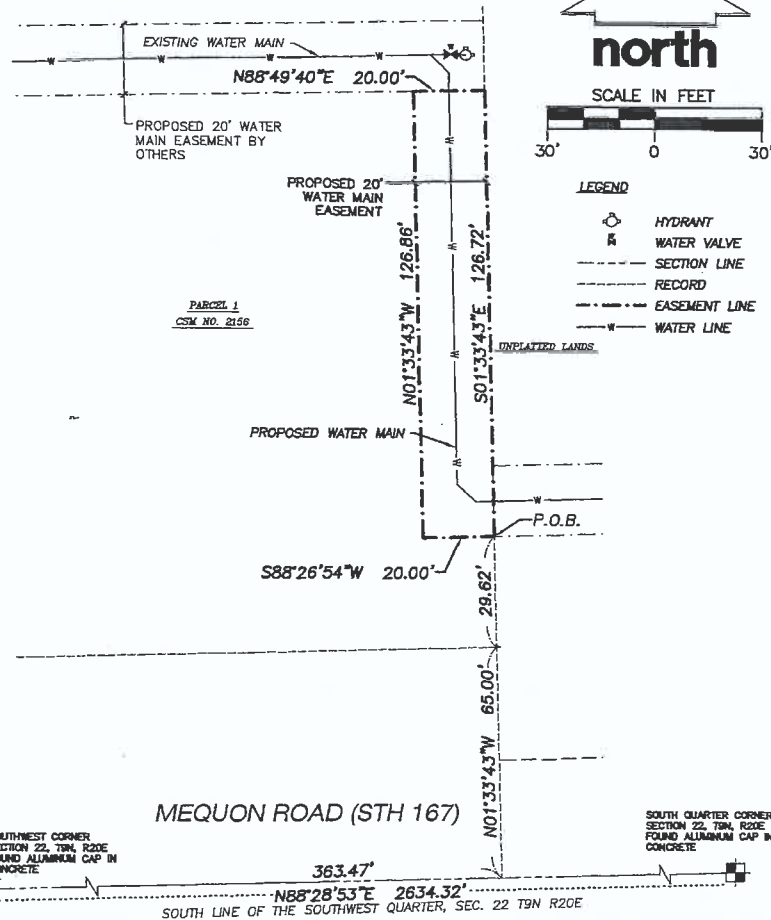
20' wide water main easement

[See Attached]

VILLAGE OF GERMANTOWN

EXHIBIT A

20 FOOT WATER MAIN EASEMENT



File: R:\2016\160728125 Orion RGCC Germantown\DWG\16-71325 watermain easement.dwg Layout: Exhibit A User: bldguser Printed: Jul 28, 2017 - 4:25pm

JSD Professional Services, Inc.
• Engineering • Surveying • Planning
MILWAUKEE REGIONAL OFFICE
N22 W2501 KANOPY COURT SUITE 3
WALWESHA, WISCONSIN 53196
262.513.0698 PHONE | 262.513.1232 FAX
www.jsdinc.com

PROJECT:
**RAINBOW CHILD CARE
CENTER**
GERMANTOWN, WI

SHEET TITLE:
**PROPOSED WATER
MAIN EASEMENT**

JSD PROJECT NUMBER:
16-7632-EIG
DRAWN BY: **BFG** CHECKED BY: **AWW**
DATE: **7/27/17**

SHEET NUMBER:
1

VILLAGE OF GERMANTOWN EXHIBIT A

20 FOOT WATER MAIN EASEMENT

PARCEL 1 OF CERTIFIED SURVEY MAP 2156 RECORDED ON JUNE 04, 1984, VOLUME 14, PAGE 260, AT THE WASHINGTON COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22;
THENCE NORTH 88°28'53" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 363.47 FEET;
THENCE NORTH 01°33'43" WEST, 65.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MEQUON ROAD (STH 167) AND THE SOUTHEAST CORNER OF PARCEL 1 OF SAID C.S.M. 2156;
THENCE NORTH 01°33'43" WEST, 29.62 FEET ALONG THE EAST LINE OF SAID C.S.M. 2156 TO THE POINT OF BEGINNING (P.O.B.);
THENCE SOUTH 88°26'54" WEST, 20.00 FEET;
THENCE NORTH 01°33'43" WEST, 126.86 FEET TO A POINT ON A WATER MAIN EASEMENT;
THENCE NORTH 88°49'40" EAST, 20.00 FEET ALONG SAID WATER MAIN EASEMENT;
THENCE SOUTH 01°33'43" EAST, 126.72 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2,536 SQUARE FEET (0.0582 ACRES) MORE OR LESS.

File: R:\2016\16076325 Ormen FCCC Germantown\DMR\16-78325 watermain easement.dwg. Layout: Exhibit A Legal User: bjoleszcz PlotDate: Jul 28, 2017 - 4:24pm

JSI Professional Services, Inc.
Serving • Wisconsin • Minnesota • Illinois
MILWAUKEE REGIONAL OFFICE
102 WEST WISCONSIN COURT SUITE 2
MILWAUKEE, WISCONSIN 53190
262.311.0088 PHONE | 262.311.0088 FAX
www.jsinc.com

PROJECT:
**RAINBOW CHILD CARE
CENTER**
GERMANTOWN, WI

SHEET TITLE:
**LEGAL DESCRIPTION
EXHIBIT A**

JSI PROJECT NUMBER:
16-7632-EIG
DRAWN BY: **BFG** CHECKED BY: **AWW**
DATE:
7/27/17

SHEET NUMBER:
2 of 2