

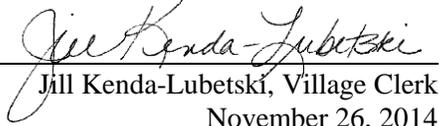
**JOINT MEETING  
BROWN DEER SCHOOL DISTRICT  
VILLAGE BOARD  
Monday, December 1, 2014  
Earl McGovern Board Room, 6:00 P.M.**



**PLEASE TAKE NOTICE** that a joint meeting of the Brown Deer School District and the Village Board will be held at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
- IV. New Business Items
  - A) School Liaison Officers
  - B) Bradley Crossing – Educational Impact on the School District
  - C) Algonquin School Property
  - D) Safe Routes to School Update
  - E) Parking at Brown Deer Elementary – Parking on Dean Road
  - F) Our Brown Deer Magazine
  - G) Utilization of School Facilities for Park and Recreation Department
- V. Brown Deer School District Adjournment
- VI. Meeting with the Village Board
- VII. Consideration of Minutes: November 17, 2014 – Regular Meeting
- VIII. Unfinished Business
  - A) Discussion of Additional Funding for Board/Court Room Remodel
- IX. New Business
  - A) Resolution No. 14-, “North Shore Fire Department Funding Formula”
  - B) Resolution No. 14-, “Resolution Approving Partial Release of Existing Water Main Easement and Grant of Replacement Water Main Easement”
  - C) Discussion of DOT Project at Green Bay Road and Brown Deer Road
  - D) Second Amendment to Lease Agreement for Village Hall Cell Tower
  - E) Burlington Coat Factory Holiday Hours
- X. Committee Appointments
- XI. Village President’s Report
- XII. Village Manager’s Report
- XIII. Recess into Closed Session pursuant to §19.85(1) (g) Wisconsin Statutes for the following reasons:
  - (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
    1. Original Village Judgment/Costs - Collection
- XIV. Reconvene into Open Session for Possible Action on Closed Session Deliberations

XV. Adjournment

  
Jill Kenda-Lubetski, Village Clerk  
November 26, 2014

**PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.**

**BROWN DEER VILLAGE BOARD  
NOVEMBER 17, 2014 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 6:32 P.M.

**I. Roll Call**

Present: Village President Krueger; Trustees: Awe, Boschert, Oates, Schilz, Springman

Excused: Trustee Baker

Also Present: Michael Hall, Village Manager; Matthew Janecke, Assistant Village Manager; John Fuchs, Village Attorney; Mike Kass, Chief of Police; Susan Hudson, Treasurer/Comptroller; Nathan Piotrowski, Community Development Director; Matthew Maederer, Public Works Director; Ann, Brandstrom and the rest of the Health Department Staff

**II. Pledge of Allegiance**

**III. Public Hearing – 2015 Budget**

*President Krueger opened the Public Hearing at 6:35 P.M.*

Mr. Hall made a presentation regarding the 2015 Budget by focusing on the key highlights of the budget.

*President Krueger closed the Public Hearing at 6:46 P.M.*

**IV. Persons Desiring to be Heard**

**V. Consideration of Minutes: November 3, 2014 – Regular Meeting**

*It was moved by Trustee Springman and seconded by Trustee Schilz to approve the minutes from the November 3, 2014 - Regular Meeting. The motion carried unanimously.*

**VI. Unfinished Business**

**A) Modification of Water Easement (Partial Release and New Easement Grant) 9305/9325 North Green Bay Road**

Mr. Piotrowski gave a brief summary of the water easement modifications.

*It was moved by President Krueger and seconded by Trustee Schilz to approve the Modification of Water Easement (Partial Release and New Easement Grant) 9305/9325 North Green Bay Road. The motion carried unanimously.*

**VII. New Business**

**A) Resolution No. 14-, “In the Matter of Adopting the 2015 Annual Budget**

*It was moved by President Krueger and seconded by Trustee Springman to adopt Resolution No. 14-, “In the Matter of Adopting the 2015 Annual Budget and Establishing the Property Tax Levy for the Village of Brown Deer”. The motion carried unanimously.*

**B) Remodel Projects (Board Room, Snack Counter Mail Station**

Mr. Janecke reviewed his memorandum highly the RFP process and the conversation that took place at the Finance & Public Works Committee meeting regarding the committee being in favor of going over the budgeted amount in order to make some needed improvements to the Board Room. The base amount would include constructing new dais desks, purchase of new chairs, purchase of a table for small committee meetings, and audio/visual. He continued to introduce the BSI Team who has been working on the remodel projects; they then proceeded to make a presentation regarding their company and the details of the project.

Trustee Schilz questioned the 24"-28" dais space and whether or not it would accommodate a person and chair comfortably. Mr. Hall mentioned two dais spots could be removed on the upper level, putting the Village Manager and Attorney on the ground level with the rest of staff. This may allow for a more comfortable arrangement without having any major design changes to the proposed configuration. A further discussion ensued about the design and replacement materials for the Board Room.

Trustee Springman asked the Board members who were present at the Finance & Public Works meeting what other options had been discussed beside the base options. Trustee Boschert explained the committee discussed painting the room, replace the balance of the carpet, adding acoustic panels, and a custom front wall with a logo or collage. The Board discussed going beyond the budgeted \$60,000 to make additional needed improvements to the Board Room. Trustee Schilz expressed he would like the Board Room remodeled correctly because funds have not been dedicated to the room for potentially the life of Village Hall.

*It was moved by Trustee Boschert and seconded by Trustee Springman to approve the base bid of \$54,450 and direct staff to look at the budget to find additional funds for repainting and replace the balance of the carpet, and front wall redesign not to exceed \$67,430. The motion carried unanimously.*

**C) Resolution No. 14-, "Adopting The Municipalities Continuing Disclosure Cooperation Initiative"**

Mr. Hall reported the U.S. Securities and Exchange Commission (SEC) requires that municipalities report their financials, and have become increasingly stricter with enforcing the policy. Violators of the policy can have an effect on the municipality's bond rating. In 2008-10 the Village reported it's financials after the allowable time period and now has been reported to the SEC. Since that time the Village has been in compliance but now needs to adopt a resolution it will from now on follow the rules the SEC has set forth.

*It was moved by President Krueger and seconded by Trustee Springman to adopt Resolution No. 14-, "Adopting The Municipalities Continuing Disclosure Cooperation Agreement". The motion carried unanimously.*

**D) Resolution No. 14-, "In Appreciation for Ann Brandstrom"**

Mr. Hall asked if this item could be heard immediately following item A) for consideration to the Health Department staff that was there to honor Ann Brandstrom. President Krueger agreed.

President Krueger read aloud the resolution honoring Ms. Brandstrom for her 38 plus years to the Health Department and her many accomplishments during her tenure. He and others in attendance proceeded to give Ms. Brandstrom a round of applause.

*It was moved by President Krueger and seconded by Trustee Springman to adopt Resolution No. 14-, "In Appreciation for Ann Brandstrom". The motion carried unanimously.*

**E) Resolution No. 14-, "An Ordinance Amending Section 62-3 (3)and (4) of the Brown**

### **Deer Village Code Relating to Speed Limits”**

Trustee Boschert reported this item was heard at the Traffic & Public Safety meeting. The essence of the resolution clarifies where the 40 MPH speed limit is along Sherman Boulevard with the required signage.

*It was moved by Trustee Boschert and seconded by Trustee Schilz to adopt Resolution No. 14-, “An Ordinance Amending Section 62-3 (3) and (4) of the Brown Deer Village Code Relating to Speed Limits”. The motion carried unanimously.*

### **F) Intergovernmental Cooperation Agreement – GCS Software**

Ms. Hudson reported Milwaukee County requires all the municipalities to use the tax software GCS, however some municipalities have differing version. The County is willing to pay the maintenance fee for the software for the next five years in order make their reports to the state in a timely manner.

*It was moved by Trustee Schilz and seconded by Trustee Awe to approve the Intergovernmental Cooperation Agreement – GCS Software. The motion carried unanimously.*

### **G) Resolution No. 14-, “Resolution in support of creating Milwaukee County Transit System Bus Route 276”**

Mr. announced this resolution is extend a bus route further down Brown Deer Road and County Supervisor Lipscomb is in attendance to comment further on the resolution. Supervisor Lipscomb reported the bus route that currently terminates on 60<sup>th</sup> Street, would extend east on Brown Deer Road continuing north on Sherman Boulevard. The extension would help to better serve Brown Deer and is a positive move where there currently is a disconnect between residents, business, and retail. President Krueger commented that he had been discussing this matter with residents of Brown Deer and also sees the extension as positive for the Village.

*It was moved by President Krueger and seconded by Trustee Schilz to adopt Resolution No. 14-, “Resolution in support of creating Milwaukee County Transit Bus Route 276”. The motion carried unanimously.*

### **H) Purchase/Replacement 1-ton (2yd) Patrol Truck**

Mr. Maederer explained this capital item is for 2015 but the dealer is giving discounts if the orders are placed now.

*It was moved by Trustee Boschert and seconded by President Krueger to approve the purchase of a 1-ton (2yd) Patrol Truck in an amount not to exceed \$65,000. The motion carried unanimously.*

### **I) Purchase/Replacement 3/4-ton Pick-Up Truck**

Mr. Maederer explained this purchase was originally slated for 2016; however the truck was totaled in an accident and needs to be replaced.

*It was moved by Trustee Boschert and seconded by Trustee Awe to approve the purchase for a ¾ -ton Pick-Up Truck in an amount not to exceed \$25,000. The motion carried unanimously.*

### **J) September 2014 Financial Reports**

Mr. Hall commented that a graph has been included in the financial report as requested. Ms. Hudson reported more revenue has been brought in than expected.

**K) Consideration of October 2014 Vouchers**

*It was moved by President Krueger and seconded by Trustee Boschert to approve the October vouchers from October 3, 2014 thru October 24, 2014. The motion carried unanimously.*

**VIII. Village President's Report**

Village President Krueger reported on the following:

- ICC Meeting – discussion on consolidation dispatch throughout Milwaukee County
- NSFD Budget Adoption

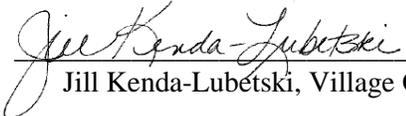
**IX. Village Manager's Report**

Village Manager reported on the following:

- Joint Meeting with the School Board on December 1<sup>st</sup>
- Initial interviews will be conducted soon for Health Officer and Election and Payroll Specialist
- Bradley Road Light Study
- WPPA Agreement

**X. Adjournment**

*It was moved by Trustee Springman and seconded by Trustee Awe to adjourn at 8:39 p.m. The motion carried unanimously.*

  
\_\_\_\_\_  
Jill Kenda-Lubetski, Village Clerk



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	Safe Routes to School (SRTS) Project Update
<b>PREPARED BY:</b>	Matthew Maederer, P.E., Director of Public Works/Village Engineer
<b>REPORT DATE:</b>	November 25, 2014
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
<b>RECOMMENDATION:</b>	NO-ACTION – Information Only – Safe Routes to School (SRTS) Project Update
<b>EXPLANATION:</b>	<p>The W. Dean Road reconstruction project and associated Safe Routes to School (SRTS) project is substantially complete. The project limits are from N. 55th Street east to N. Teutonia Avenue (CTH D). The project replaced the deteriorating asphalt pavement and included 4-ft paved shoulders dueling as on-street bike lanes. A new concrete sidewalk has also been added along the north side of Dean Road within the service drive terrace area which was funded 100% through the Wisconsin Department of Transportation (WisDOT) Safe Routes to School (SRTS) grant. Driveway culverts, drive approach paving, and re-ditching also occurred as part of the project (under a separate Village funded contract). The roadway is now open to thru traffic. Outstanding work this calendar year is expected to be completed by Friday December 19<sup>th</sup> (weather permitting).</p> <p>Outstanding project items are as follows:</p> <ul style="list-style-type: none"><li>• Landscaping<ul style="list-style-type: none"><li>○ topsoil spreading</li><li>○ seeding</li><li>○ erosion mat installation</li><li>○ temporary straw cover</li></ul></li> <li>• Sign Installation<ul style="list-style-type: none"><li>○ Stop-Signs (north side)</li><li>○ Blinker Signs (N. 51<sup>st</sup> Street intersection)</li><li>○ Speed Limit Signs</li><li>○ School Zone Signs</li><li>○ Pedestrian Crossing Signs (including advanced warning)</li></ul></li> <li>• Pavement Marking (epoxy)<ul style="list-style-type: none"><li>○ Centerline</li><li>○ Crosswalks</li><li>○ Stop Bars</li></ul></li></ul>

- Pedestrian Ramp
  - SW quadrant of N. 55<sup>th</sup> Street & W. Dean Road

Work will continue throughout the calendar year as weather permits. The epoxy pavement marking is temperature dependent (i.e. installation must occur when pavement temperatures are above 35-degrees for a period of 36-hours). Topsoil spreading will occur as long as topsoil material is available. Temporary straw covering, erosion matting, and sign installation are all expected to be completed before the holidays (i.e. mid-December 2014).

Attached for reference is the bid tabulation & project plan-set.

The project funding (100% Federal) is \$285,366. The total project bid is \$244,757.50. The construction contract is unit price based. The balance is used as project contingency for unforeseen conditions and/or quantity adjustments.

To-date the contractor, Zenith Tech, has not submitted a pay request for the work completed. The final budget versus actual spent will not be known until the pay request has been submitted. Zenith Tech has before the end of the year for pay request submittal. After the pay request has been submitted the Village will request reimbursement from the State. The final pay request will not be submitted until after all the punch-list items are completed which will likely be in the spring of 2015. Retainage is also held on the job until the punch-list items are satisfactorily completed and accepted by the Village.

**Attachments:**

- W. Dean Road Reconstruction Project Plans
  - Bid Tabulation
  - Plan-Set



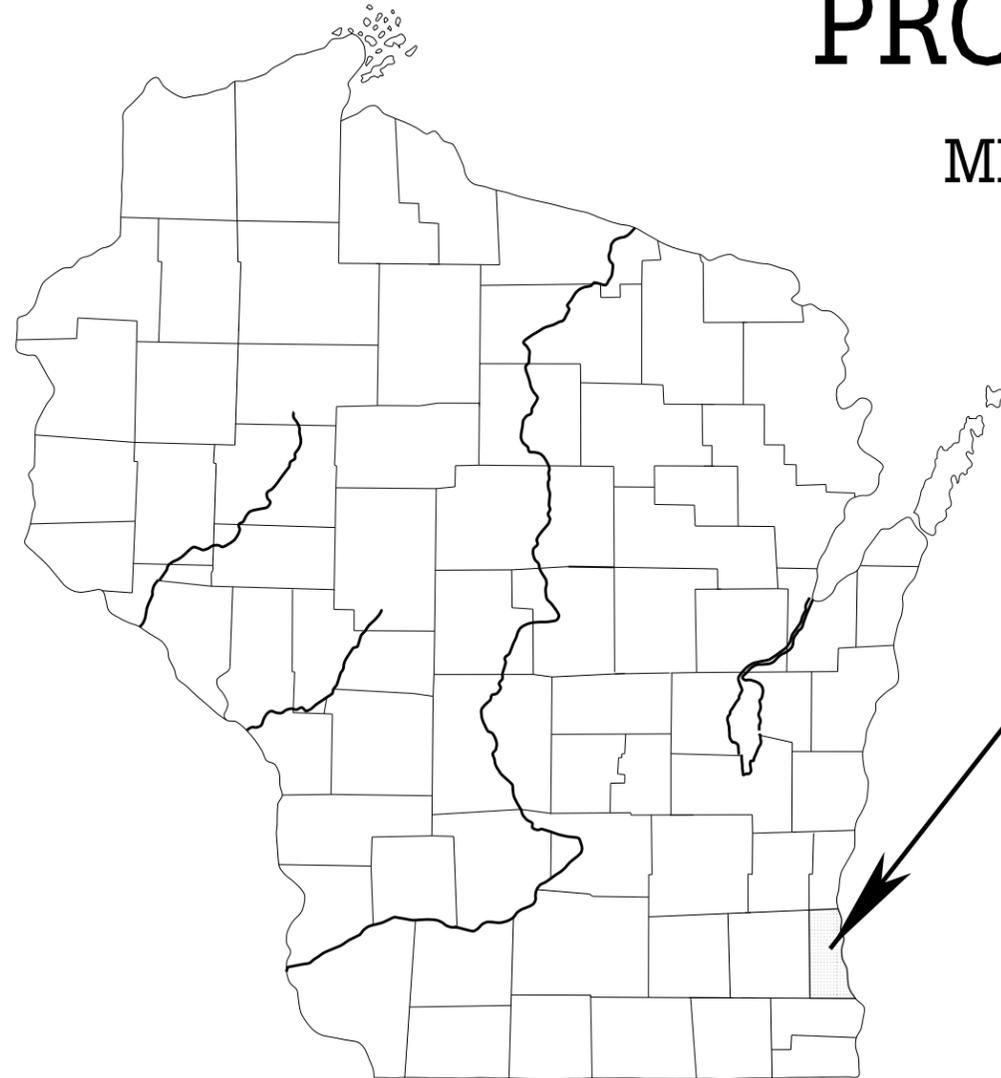
**BID TABULATION**

PROJECT: West Dean Road Safe Routes to School 60th Street to Teutonia Avenue 2972-01-70 Brown Deer SRTS			Engineer's Estimate		Zenith Tech, Inc.			
BID DEADLINE: June 5, 2014								
DESCRIPTION			UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID								
1	Mobilization	LS	1	\$11,000.00	\$11,000.00	\$ 7,500.00	\$7,500.00	\$0.00
2	Clearing	LS	1	\$6,000.00	\$6,000.00	\$ 3,500.00	\$3,500.00	\$0.00
3	Silt Fence	LF	150	\$2.00	\$300.00	\$ 3.00	\$450.00	\$0.00
4	Stone Tracking Pad	EA	1	\$1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$0.00
5	Inlet Protection Type B	EA	4	\$40.00	\$160.00	\$ 60.00	\$240.00	\$0.00
6	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$ 15,000.00	\$15,000.00	\$0.00
7	Pavement Sawcutting	LF	141	\$2.00	\$282.00	\$ 2.00	\$282.00	\$0.00
8	Base Course	TON	998	\$15.00	\$14,970.00	\$ 22.00	\$21,956.00	\$0.00
9	5" Concrete Sidewalk	SF	25,960	\$5.00	\$129,800.00	\$ 4.60	\$119,416.00	\$0.00
10	7" Concrete Through Driveways	SF	780	\$7.00	\$5,460.00	\$ 5.25	\$4,095.00	\$0.00
11	Detectable Warning Fields	EA	66	\$200.00	\$13,200.00	\$ 250.00	\$16,500.00	\$0.00
12	Stop Signs	EA	4	\$500.00	\$2,000.00	\$ 350.00	\$1,400.00	\$0.00
13	Flashing Stop Signs	EA	4	\$2,000.00	\$8,000.00	\$ 3,250.00	\$13,000.00	\$0.00
14	Flashing Pedestrian Crossing Sign	EA	2	\$2,000.00	\$4,000.00	\$ 6,200.00	\$12,400.00	\$0.00
15	Pavement Marking Stop Line Epoxy White 12-	LF	122	\$7.00	\$854.00	\$ 10.25	\$1,250.50	\$0.00
16	Pavement Marking Crosswalk White 6-inch	LF	1,071	\$6.00	\$6,426.00	\$ 8.00	\$8,568.00	\$0.00
17	Topsoil	SY	3,900	\$4.00	\$15,600.00	\$ 3.50	\$13,650.00	\$0.00
18	Seeding	LB	84	\$10.00	\$840.00	\$ 25.00	\$2,100.00	\$0.00
19	Mulching	SY	3,900	\$0.40	\$1,560.00	\$ 0.50	\$1,950.00	\$0.00
Total Base Bid Amount for Items 1 thru 19					\$231,952.00	\$244,757.50		
Addendum Acknowledged (Yes/No)						N/A		
Bid Security/Type						Bond/5% of Bid Amount		
Apparent Low Bid						\$244,757.50		

# VILLAGE OF BROWN DEER SAFE ROUTES TO SCHOOL WEST DEAN ROAD 60TH STREET TO TEUTONIA AVENUE PROJECT ID 2972-01-70

MILWAUKEE COUNTY, WISCONSIN

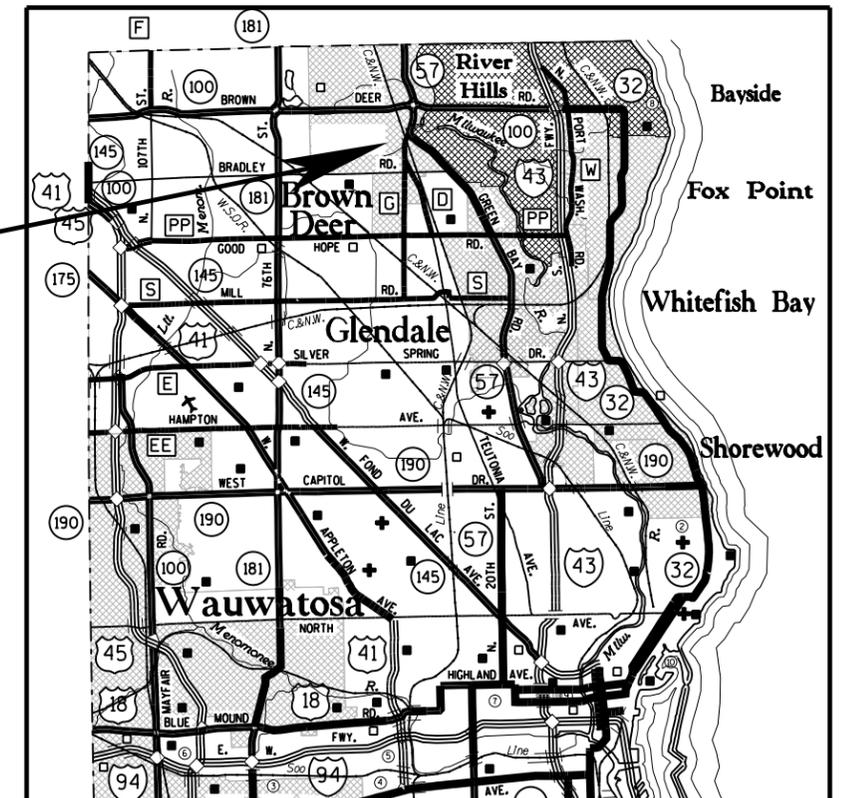
THIS PROJECT IS  
FUNDED WITH FEDERAL AID  
THE DBE GOAL FOR THIS  
PROJECT IS DISCRETIONARY



## PROJECT LOCATION

### SHEET IDENTIFICATION

TITLE SHEET	G1
GENERAL NOTES SHEET	G2
OVERVIEW SHEET	G3
TRAFFIC CONTROL	G4
CURB RAMP DETAILS	G5-G8
TYPICAL SECTIONS	G9 - G15
EROSION CONTROL SHEETS	EC1 - EC4
PLAN/PROFILE SHEETS	PP1 - PP9
CROSS SECTIONS	XS1 - XS25



VILLAGE OF BROWN DEER  
MILWAUKEE COUNTY, WISCONSIN

VILLAGE APPROVAL BLOCK

MATTHEW MAEDERER, DIRECTOR OF PUBLIC WORKS

DATE  
REVISED  
BY FILE

DR. BY SAA	BOOK NO.				
CHK. BY KKA	JOB NO. 51-0192.00				
DATE APR 2014	SCALE N/A	NO.	DATE	REVISION	NO.

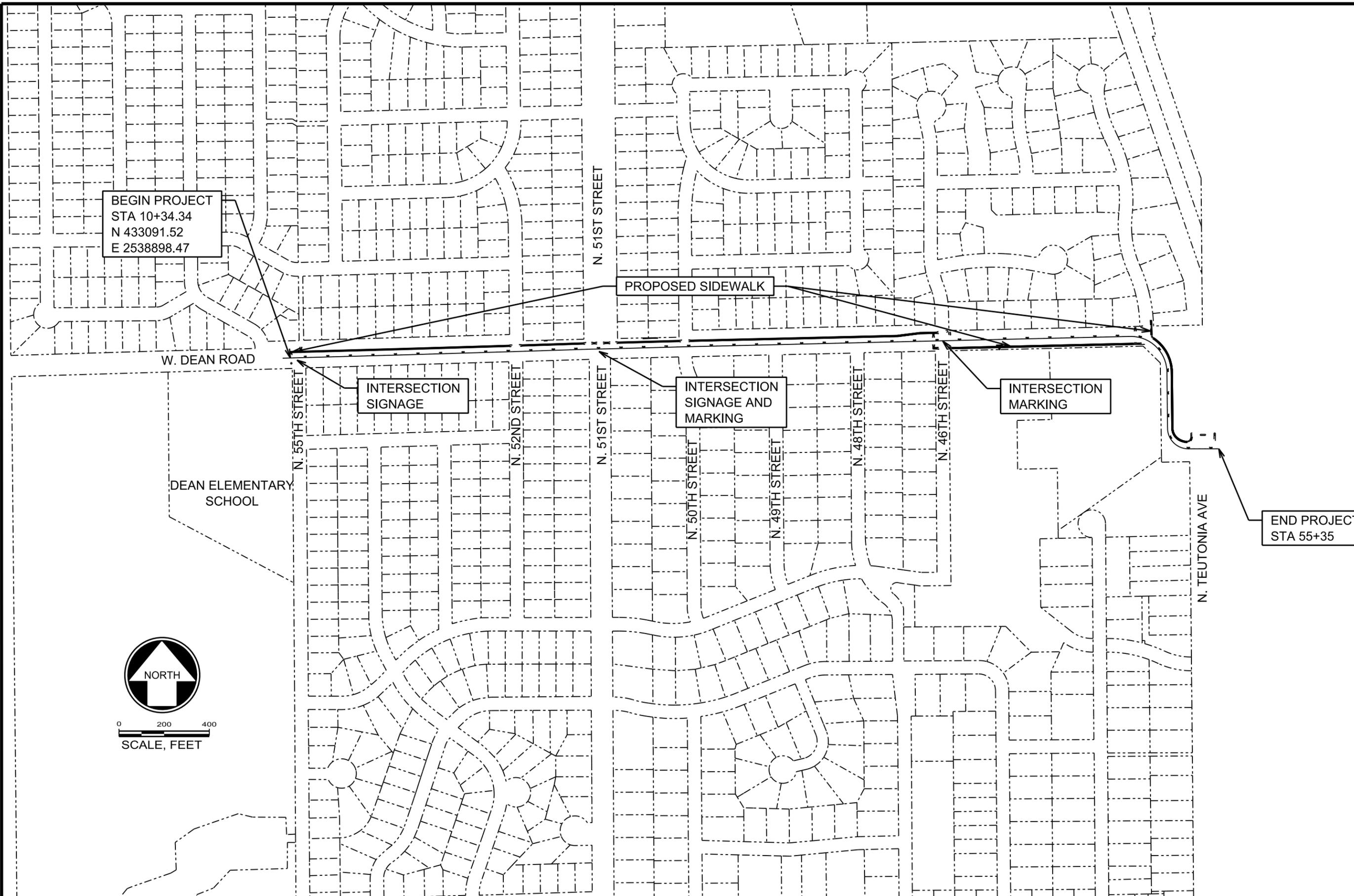
VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



2972-01-70 BROWN DEER SRTS  
TITLE SHEET

DRAWING NO.  
**G1**  
SHEET NO.





BEGIN PROJECT  
 STA 10+34.34  
 N 433091.52  
 E 2538898.47

PROPOSED SIDEWALK

INTERSECTION  
 SIGNAGE

INTERSECTION  
 SIGNAGE AND  
 MARKING

INTERSECTION  
 MARKING

END PROJECT  
 STA 55+35



DATE \$  
 PEN \$  
 FILE \$

DR. BY SAA	BOOK NO.				
CHK. BY KKA	JOB NO. 51-0192.00				
DATE APR 2014	SCALE 1" = 400'	NO.	DATE	REVISION	NO.

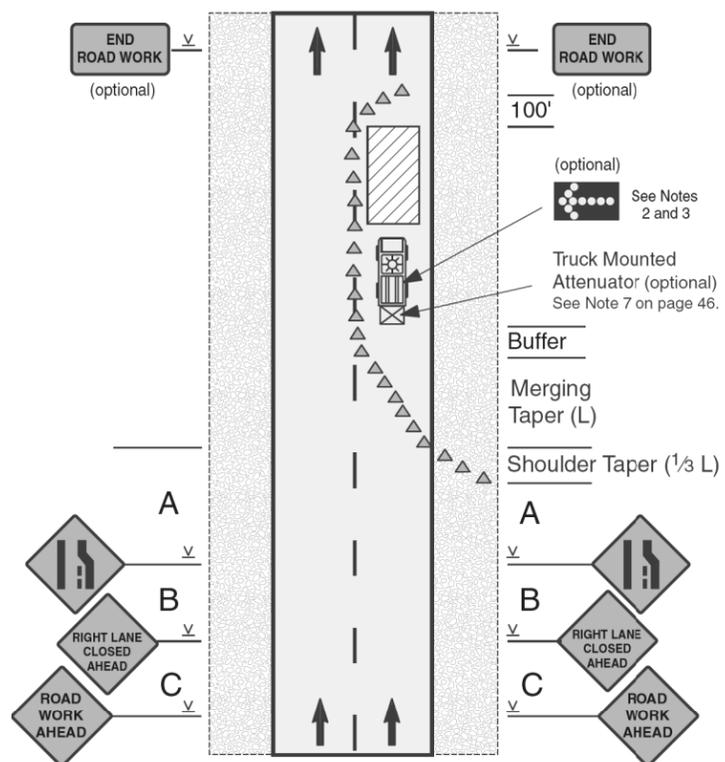
VILLAGE OF BROWN DEER  
 4800 WEST GREEN BROOK DRIVE  
 BROWN DEER, WI 53223



2972-01-70 BROWN DEER SRTS  
 OVERVIEW SHEET

DRAWING NO.  
**G3**  
 SHEET NO.

### Lane Closure on Divided Roadway



#### Notes

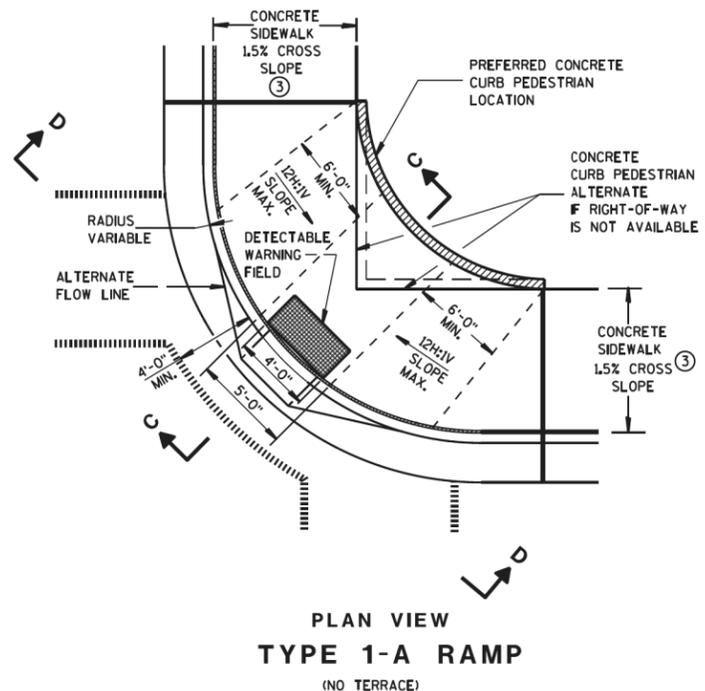
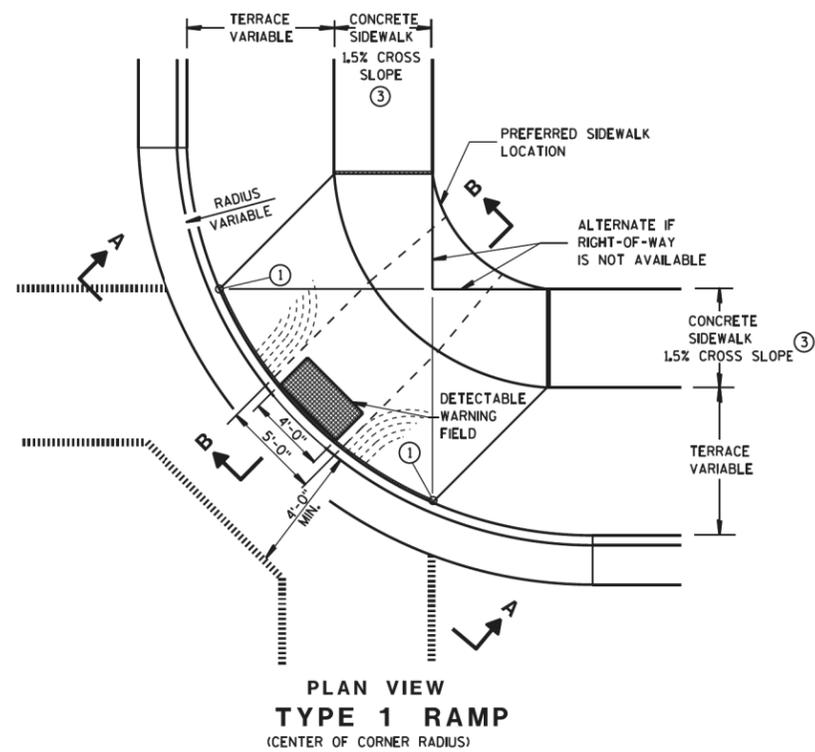
1. When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
2. An arrow panel is optional based on traffic volume, speed, and visibility. Generally, it is a good practice where speeds are 35 mph or greater. When used, it should be placed near the beginning of the taper or on a vehicle in the work area.
3. If an arrow panel is not used, a Large Arrow sign or directional indicator barricades in the taper can be used to provide added guidance.

Speed Limit (mph)	Sign Spacing (ft)			Merging Taper (ft) for 12' lane	Buffer (ft)
	A	B	C		
30	200	200	200	180	200
35	350	350	350	245	250
40	350	350	350	320	305
45	500	500	500	540	360
50	1000	1500	2640	600	425
55	1000	1500	2640	660	495
60	1000	1500	2640	720	570
65	1000	1500	2640	780	645

32

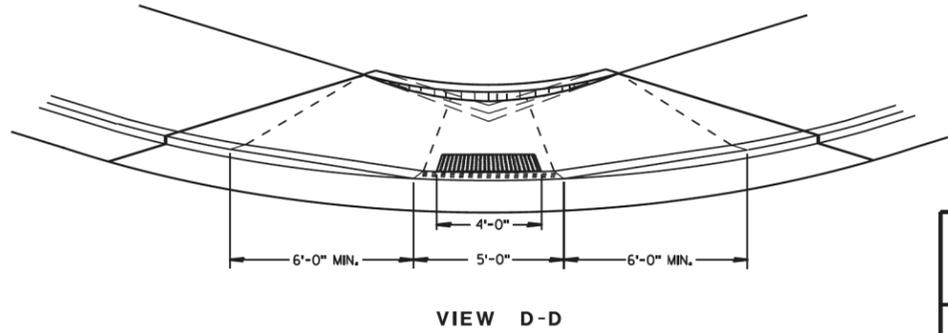
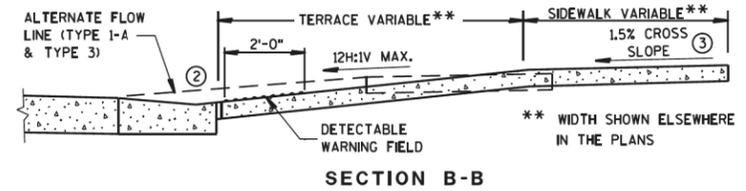
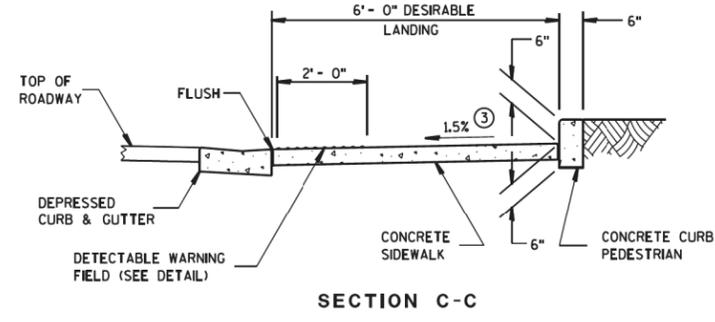
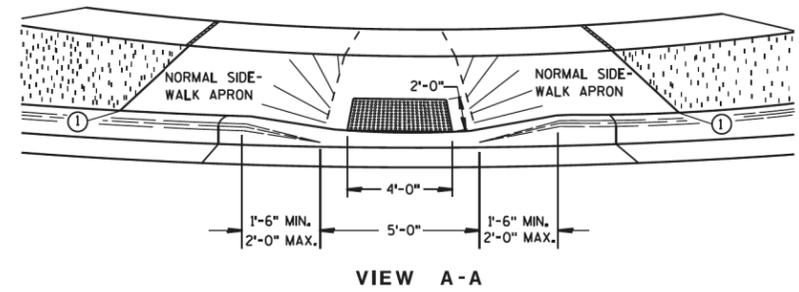
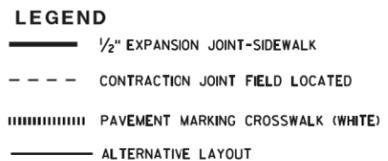
DR. BY SAA	BOOK NO.						
CHK. BY KKA	JOB NO. 51-0192.00						
DATE APR 2014	SCALE	NO.	DATE	REVISION	NO.	DATE	REVISION

8D5 sheet a: Curb Ramps Types 1 and 1-A



**GENERAL NOTES**

- DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.
- RAMPS SHALL BE BUILT AT 12H:1V OR FLATTER, WHEN NECESSARY, THE SIDEWALK ELEVATION MAY BE LOWERED TO MEET THE HIGH POINT ON THE RAMP.
- TYPE 1 RAMPS SHALL HAVE A NORMAL SIDEWALK APRON AND CURB ON BOTH SIDES OF RAMP.
- DETECTABLE WARNING FIELD SHALL BE MEASURED AND PAID BY THE SQUARE FOOT AS "CURB RAMP DETECTABLE WARNING FIELD". THE CONCRETE PEDESTRIAN CURB, IF NEEDED, SHALL BE MEASURED AND PAID BY THE LINEAL FOOT AS "CONCRETE PEDESTRIAN". CONCRETE SIDEWALK IN THE CURB RAMP AREA SHALL BE MEASURED AND PAID BY THE SQUARE FOOT AS CONCRETE SIDEWALK, INCLUDING THE AREA UNDER THE DETECTABLE WARNING FIELD.
- SELECT CURB RAMP DETECTABLE WARNING FIELD MATERIALS AND DEVICES FROM THE DEPARTMENT'S APPROVED MATERIALS LIST. THE COLOR OF THE DETECTABLE WARNING FIELD IS SPECIFIED ELSEWHERE AND IS INCIDENTAL TO THE BID ITEM OF "CURB RAMP DETECTABLE WARNING FIELD".
- DETECTABLE WARNING FIELDS THAT ARE INSTALLED AS A GROUP OR SIDE BY SIDE, SHALL BE FROM THE SAME MANUFACTURER.
- SURFACE TEXTURE OF THE RAMP SHALL BE OBTAINED BY COARSE BROOMING TRANSVERSE TO THE SLOPE OF THE RAMP.
- THIS POINT IS AN EXTENSION OF OUTSIDE EDGE OF APPROACHING SIDEWALK WHERE IT MEETS THE BACK OF CONCRETE CURB.
  - GRADE CHANGE BETWEEN GUTTER FLAG SLOPE AND THE CURB RAMP SLOPE SHALL NOT EXCEED 1%. PROVIDE DRAINAGE AWAY FROM CURB RAMP AT GUTTER FLAG INTERFACE.
  - ±0.5% CONSTRUCTION TOLERANCE IN SIDEWALK CROSS SLOPE. THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% WITHOUT PRIOR APPROVAL FROM THE ENGINEER.



**CURB RAMPS TYPES 1 AND 1-A**

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION

6

6

S.D.D. 8 D 5-15a

S.D.D. 8 D 5-15a

DATE  
BY  
CHK.  
BY  
DATE

DR. BY SAA	BOOK NO.				
CHK. BY KKA	JOB NO. 51-0192.00				
DATE APR 2014	SCALE	NO.	DATE	REVISION	NO.

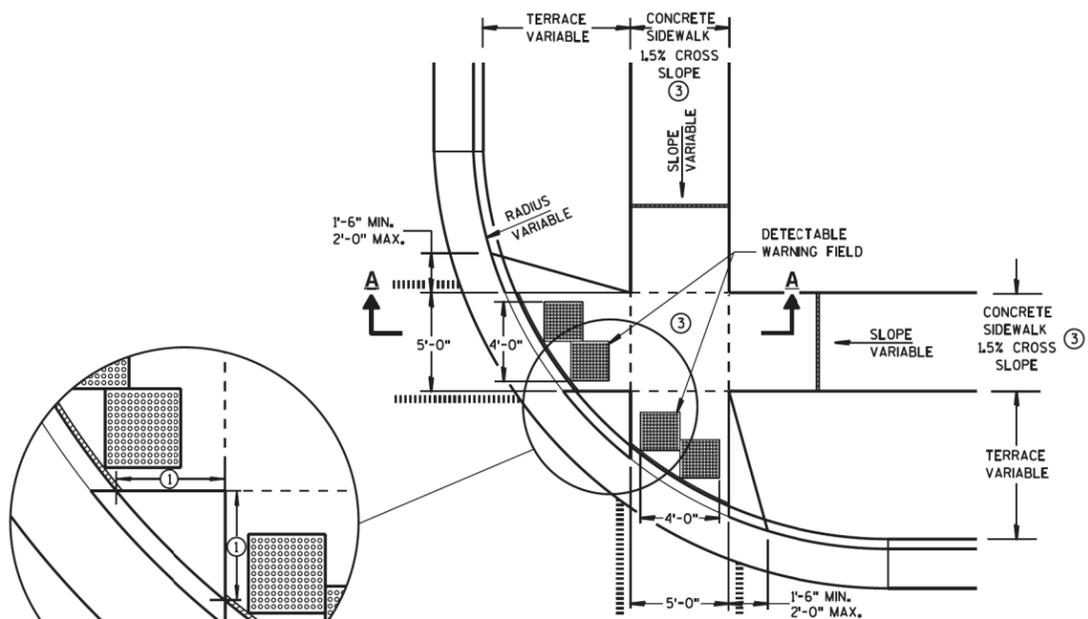
VILLAGE OF BROWN DEER  
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BROWN DEER, WI 53223

**AYRES ASSOCIATES**  
Waukesha, Wisconsin

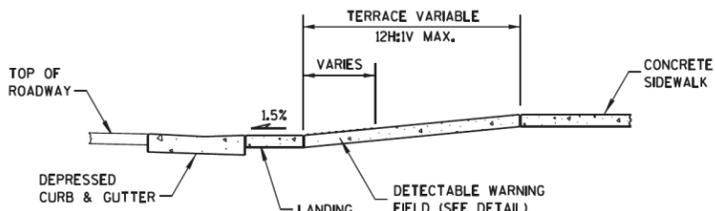
2972-01-70 BROWN DEER SRTS  
CURB RAMP DETAILS

DRAWING NO.  
**G5**  
SHEET NO.

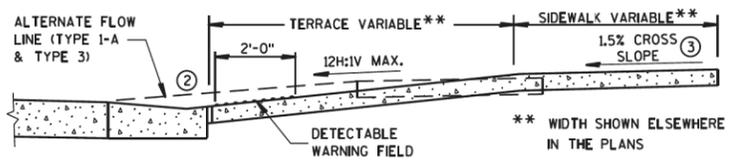
8D5 sheet b: Curb Ramps Types 2 and 3



PLAN VIEW  
TYPE 2 RAMP  
(ON LINE WITH SIDEWALK)



SECTION A-A



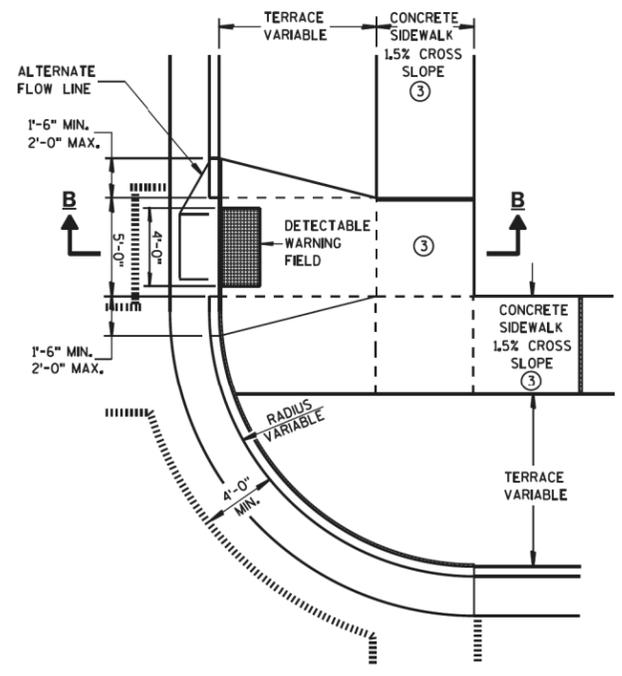
SECTION B-B

GENERAL NOTES

- USE THE TYPE 3 RAMP ONLY WHEN A TYPE 1 OR TYPE 2 CANNOT BE ACHIEVED BECAUSE OF FIELD CONDITIONS.
- DETECTABLE WARNING FIELDS THAT ARE INSTALLED AS A GROUP OR SIDE BY SIDE, SHALL BE FROM THE SAME MANUFACTURER.
- ① WHEN THIS DISTANCE IS LESS THAN 6'-0" IT MAY BE DIFFICULT TO ACHIEVE A 12H:1V SLOPE, OR FLATTER, ON THE RAMP. REDUCE CURB HEIGHT IN TRIANGLE AREA TO ACHIEVE 12H:1V SLOPE, OR FLATTER, ON RAMP. 2" MINIMUM CURB HEIGHT.
- ② GRADE CHANGE BETWEEN GUTTER FLAG SLOPE AND THE CURB RAMP SLOPE SHALL NOT EXCEED 1%. PROVIDE DRAINAGE AWAY FROM CURB RAMP AT GUTTER FLAG INTERFACE.
- ③ ±0.5% CONSTRUCTION TOLERANCE IN SIDEWALK CROSS SLOPE. THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

LEGEND

- 1/2" EXPANSION JOINT-SIDEWALK
- - - CONTRACTION JOINT FIELD LOCATED
- ||||| PAVEMENT MARKING CROSSWALK (WHITE)
- ALTERNATE LAYOUT



PLAN VIEW  
TYPE 3 RAMP  
(OUTSIDE OF CROSSWALK AREA)

CURB RAMPS  
TYPES 2 AND 3

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION

6

6

S.D.D. 8 D 5-15b

S.D.D. 8 D 5-15b

DATE  
BY  
SCALE

DR. BY SAA	BOOK NO.				
CHK. BY KKA	JOB NO. 51-0192.00				
DATE APR 2014	SCALE	NO.	DATE	REVISION	NO.

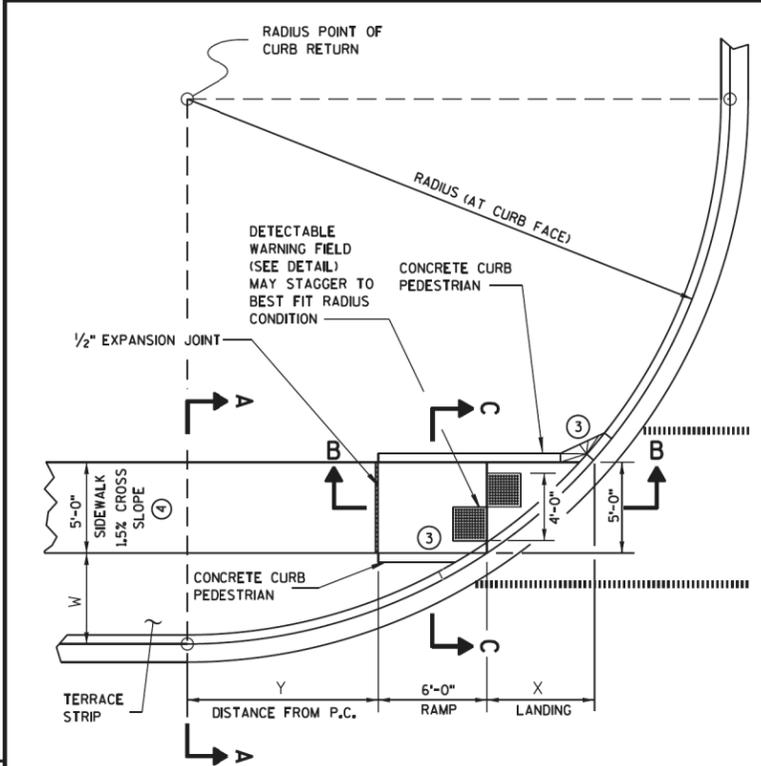
VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



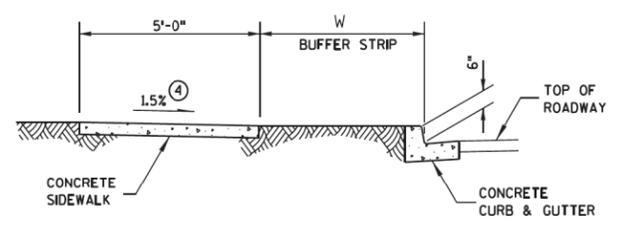
2972-01-70 BROWN DEER SRTS  
CURB RAMP DETAILS

DRAWING NO.  
**G6**  
SHEET NO.

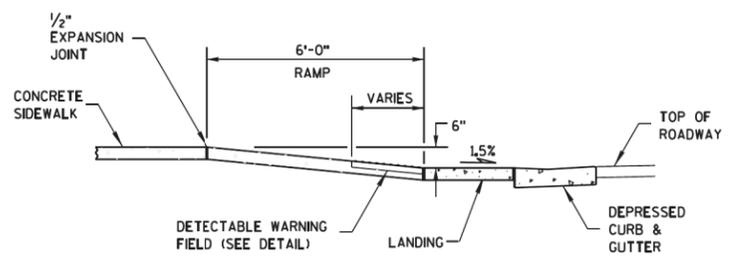
# 8D5 sheet d: Curb Ramps Type 4B



**CURB RAMP TYPE 4B  
PLAN VIEW**



**SECTION A-A FOR TYPE 4B**

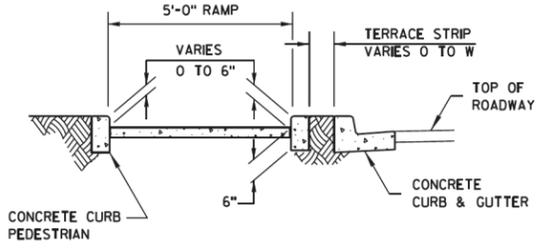


**SECTION B-B FOR TYPE 4B**

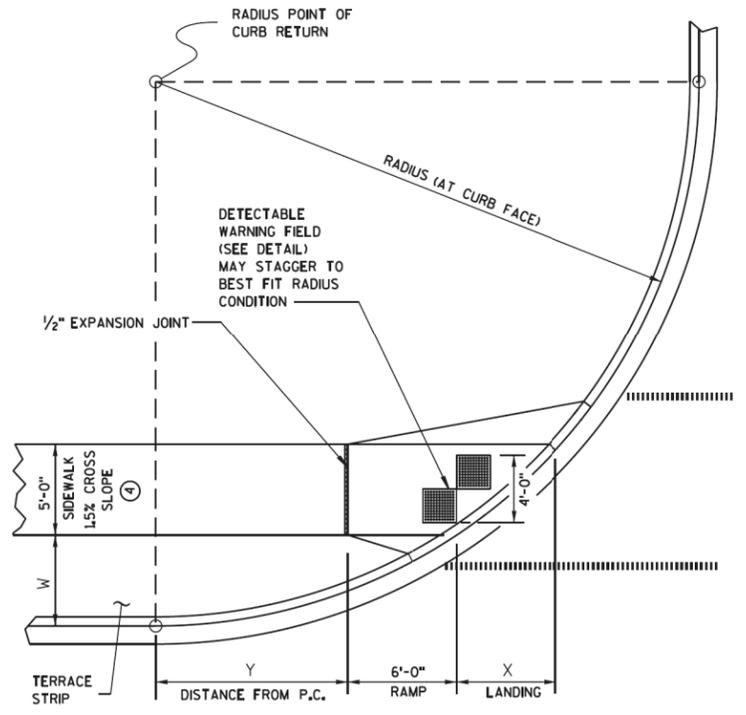
- LEGEND**
- 1/2" EXPANSION JOINT-SIDEWALK
  - - - - - CONTRACTION JOINT FIELD LOCATED
  - ||||| PAVEMENT MARKING CROSSWALK (WHITE)

RADIUS (AT CURB FACE)	W = 3' - 0"		W = 4' - 0"		W = 5' - 0"		W = 6' - 0"		W = 7' - 0"	
	X	Y	X	Y	X	Y	X	Y	X	Y
20 FEET	5'-5 1/2"	4'-6 1/2"	4'-8 1/2"	6'-0"	4'-1"	7'-2 3/4"	3'-7"	8'-3 1/2"	3'-1 1/2"	9'-2 1/2"
30 FEET	7'-3 3/4"	7'-1"	6'-5 1/2"	8'-11 1/2"	5'-9 1/4"	10'-7"	5'-2 1/2"	12'-0"	4'-8 3/4"	13'-3 1/4"
40 FEET	8'-9 1/2"	9'-2 1/2"	7'-10"	11'-5 1/4"	7'-1"	13'-4 1/2"	6'-5 3/4"	15'-3 1/4"	5'-11 1/2"	16'-7 1/4"
50 FEET	10'-3 1/4"	11'-3 1/4"	9'-1 1/4"	13'-7 1/4"	8'-2 1/2"	15'-9 1/2"	7'-6 1/2"	17'-9"	6'-11 3/4"	19'-6 1/4"
60 FEET	11'-2 1/2"	12'-8 3/4"	10'-3 1/4"	15'-5 1/2"	9'-2 1/4"	17'-11 3/4"	8'-5 3/4"	20'-1 3/4"	7'-10 1/2"	22'-11 1/2"

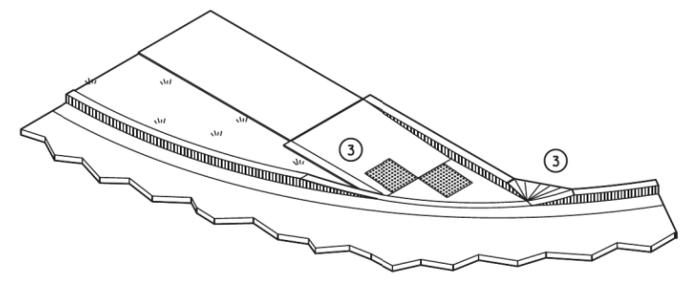
INTERMEDIATE RADII CAN BE INTERPOLATED



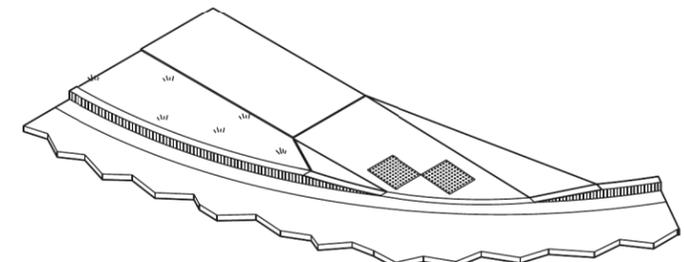
**SECTION C-C FOR TYPE 4B**



**CURB RAMP TYPE 4B1  
PLAN VIEW**



**ISOMETRIC VIEW FOR TYPE 4B**



**ISOMETRIC VIEW FOR TYPE 4B1**

**GENERAL NOTES**

- AVOID PLACING DRAINAGE STRUCTURES, JUNCTION BOXES OR OTHER OBSTRUCTIONS IN FRONT OF RAMP ACCESS AREAS.
- RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1.
- DETECTABLE WARNING FIELDS THAT ARE INSTALLED AS A GROUP OR SIDE BY SIDE, SHALL BE FROM THE SAME MANUFACTURER.
- ③ INSTALL TRANSITION NOSE. (INCIDENTAL TO OTHER PAY ITEMS.) DO NOT MARK TRANSITION NOSE.
- ④ ±0.5% CONSTRUCTION TOLERANCE IN SIDEWALK CROSS SLOPE. THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

6

6

S.D.D. 8 D 5-15d

S.D.D. 8 D 5-15d

**CURB RAMPS  
TYPE 4B AND 4B1**

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION

STATES  
OPEN  
FILES

DR. BY SAA	BOOK NO.				
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DATE APR 2014	SCALE	NO.	DATE	REVISION	NO.

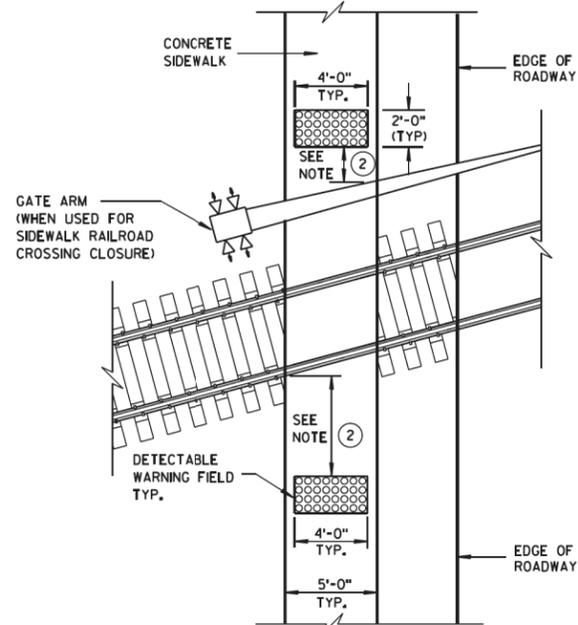
VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223

**AYRES**  
ASSOCIATES  
Waukesha, Wisconsin

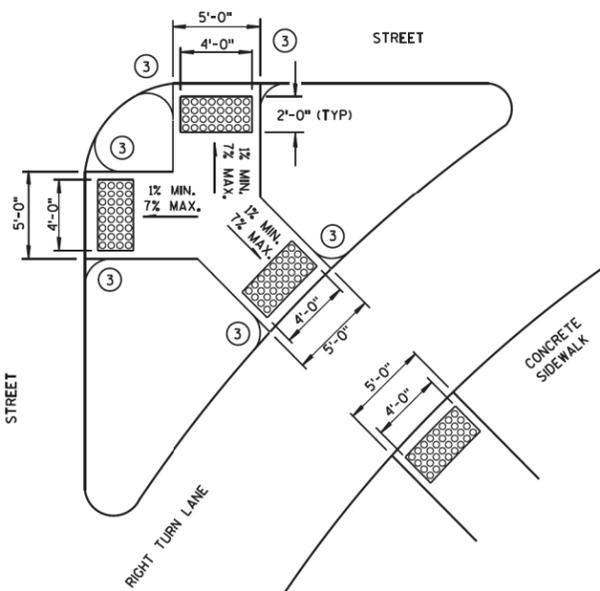
2972-01-70 BROWN DEER SRTS  
CURB RAMP DETAILS

DRAWING NO.  
**G7**  
SHEET NO.

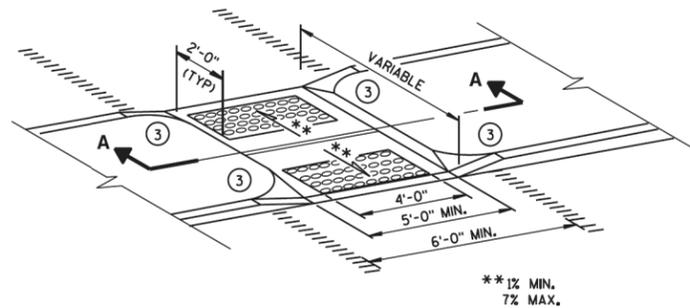
8D5 sheet e: Curb Ramps Type 5, 6, 7A, 7B & 8



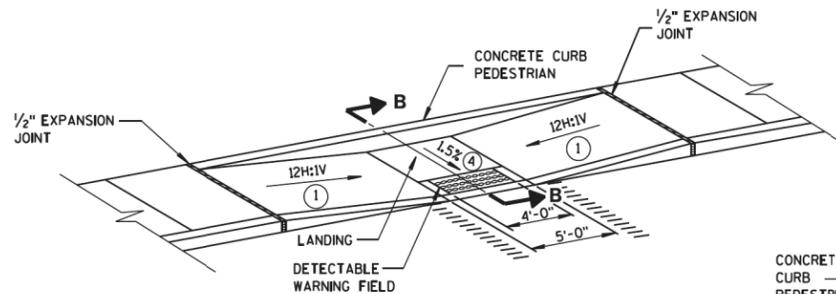
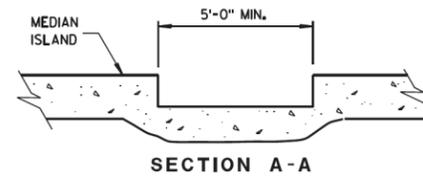
**TYPE 8  
DETECTABLE WARNINGS  
AT RAILROAD CROSSING**



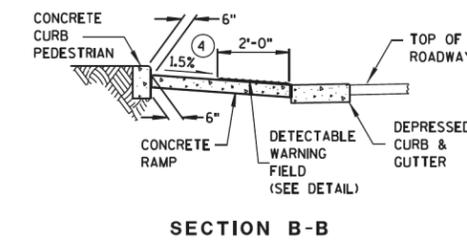
**TYPE 6  
DETECTABLE WARNING AT ISLANDS**



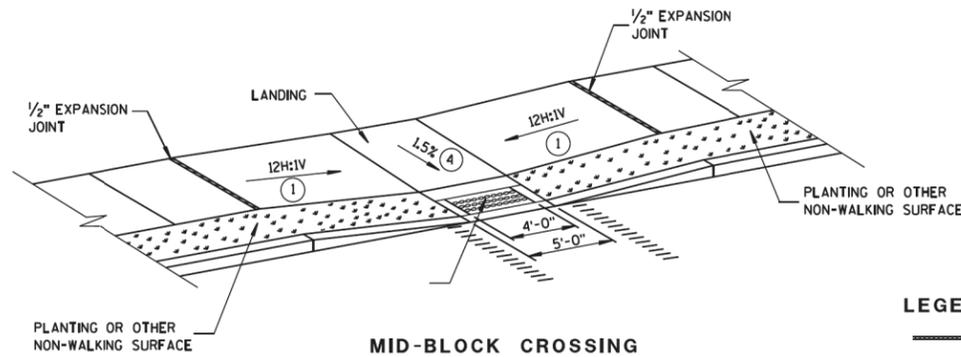
**MEDIAN ISLAND  
NON-ELEVATED CROSSING  
TYPE 5**



**MID-BLOCK CROSSING  
TYPE 7A**



**SECTION B-B**



**MID-BLOCK CROSSING  
TYPE 7B**

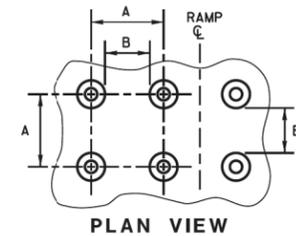
NOTE: THESE PARALLEL AND PARALLEL/PERPENDICULAR CURB RAMPS MAY BE USED AT INTERSECTIONS AND MID BLOCK LOCATIONS.

**GENERAL NOTES**

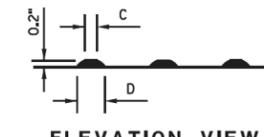
- 1 SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%.
- 2 DETECTABLE WARNING FIELDS THAT ARE INSTALLED AS A GROUP OR SIDE BY SIDE, SHALL BE FROM THE SAME MANUFACTURER.
- 3 SLOPE SIDEWALK TOWARD LANDING AS SHOWN WHERE THERE IS NO TERRACE OR WHERE THE TERRACE WIDTH IS LESS THAN 6 FEET WIDE.
- 4 THE EDGE OF THE DETECTABLE WARNING FIELD NEAREST TO A RAILROAD CROSSING SHALL BE 1.5 FEET ± 0.1" FROM THE FACE OF THE GATE ARM IF THE GATE ARM EXTENDS ACROSS THE SIDEWALK. WHERE THERE IS NO PEDESTRIAN GATE, THE EDGE OF THE DETECTABLE WARNING FIELD NEAREST TO THE RAILROAD CROSSING SHALL BE 15 FEET FROM THE NEAREST RAIL.
- 5 INSTALL TRANSITION NOSE. (INCIDENTAL TO OTHER PAY ITEMS.) DO NOT MARK TRANSITION NOSE.
- 6 ±0.5% CONSTRUCTION TOLERANCE IN SIDEWALK CROSS SLOPE. THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

	MIN.	MAX.
A	1.6"	2.4"
B	0.65"	1.5"
C	*	*
D	0.9"	1.4"

\* THE C DIMENSION IS 50% TO 65% OF THE D DIMENSION.

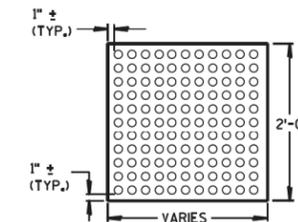


**PLAN VIEW**



**ELEVATION VIEW**

**TRUNCATED DOMES  
DETECTABLE WARNING  
PATTERN DETAIL**



**PLAN VIEW  
DETECTABLE WARNING  
FIELD (TYPICAL)**

**LEGEND**

- 1/2" EXPANSION JOINT-SIDEWALK
- - - CONTRACTION JOINT FIELD LOCATED
- ||||| PAVEMENT MARKING CROSSWALK (WHITE)

**CURB RAMPS  
TYPES 5, 6, 7A, 7B & 8**

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION

APPROVED

2-6-2013  
DATE

/s/ Jerry H. Zogg  
ROADWAY STANDARDS DEVELOPMENT  
ENGINEER

FHWA

S.D.D. 8 D 5-15e

DATE  
BY  
SCALE

DR. BY SAA	BOOK NO.
CHK. BY KKA	JOB NO. 51-0192.00
DATE APR 2014	SCALE

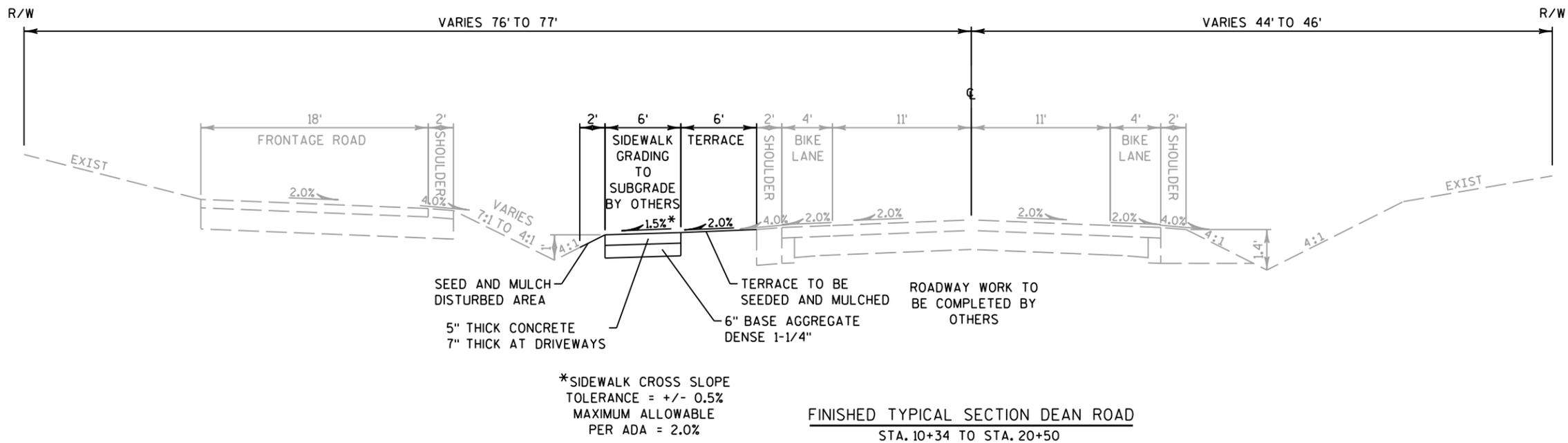
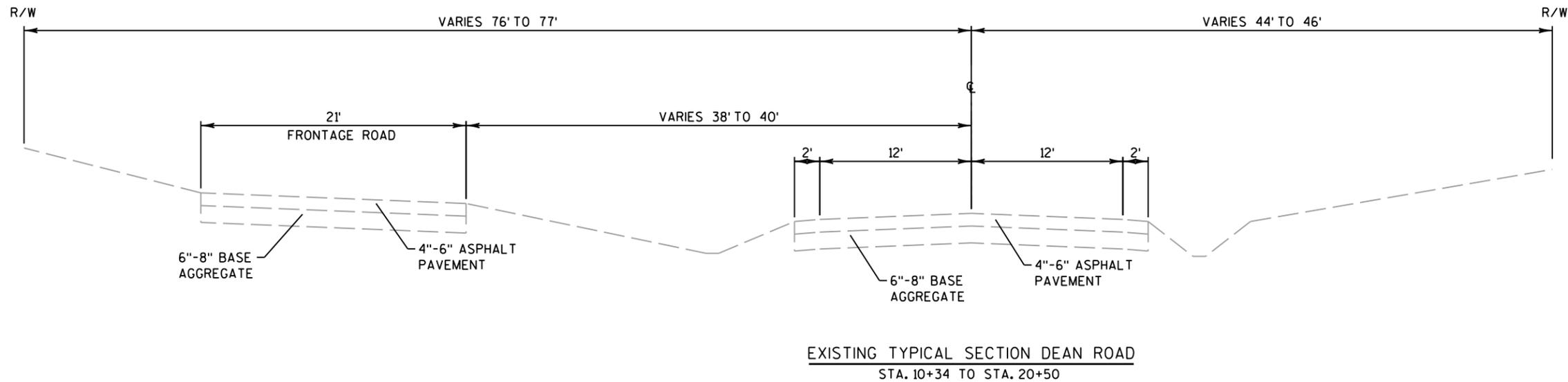
NO.	DATE	REVISION	NO.	DATE	REVISION

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223

**AYRES**  
ASSOCIATES  
Waukesha, Wisconsin

2972-01-70 BROWN DEER SRTS  
CURB RAMP DETAILS

DRAWING NO.  
**G8**  
SHEET NO.



\*SIDEWALK CROSS SLOPE TOLERANCE = +/- 0.5% MAXIMUM ALLOWABLE PER ADA = 2.0%

DATE REVISIONS

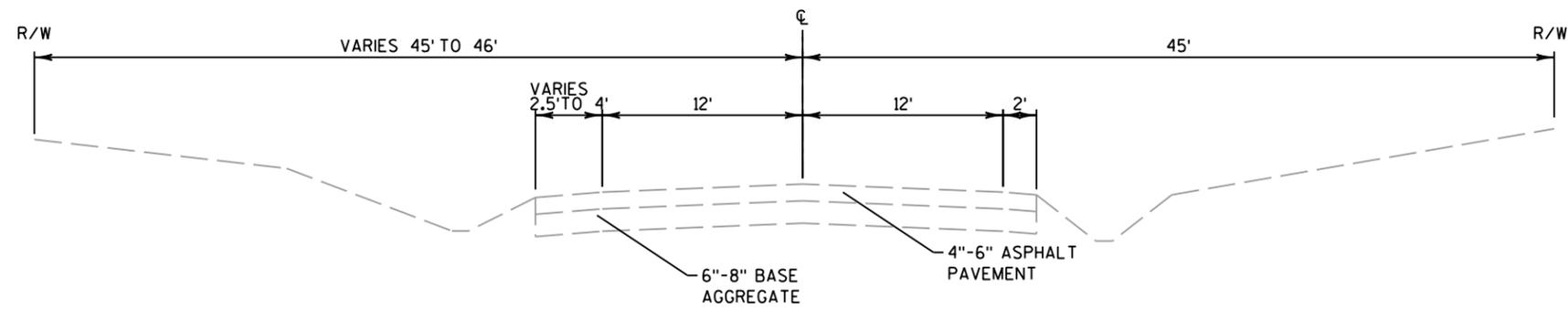
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CHK. BY KKA	JOB NO. 51-0192.00						
DATE APR 2014	SCALE	NO.	DATE	REVISION	NO.	DATE	REVISION

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223

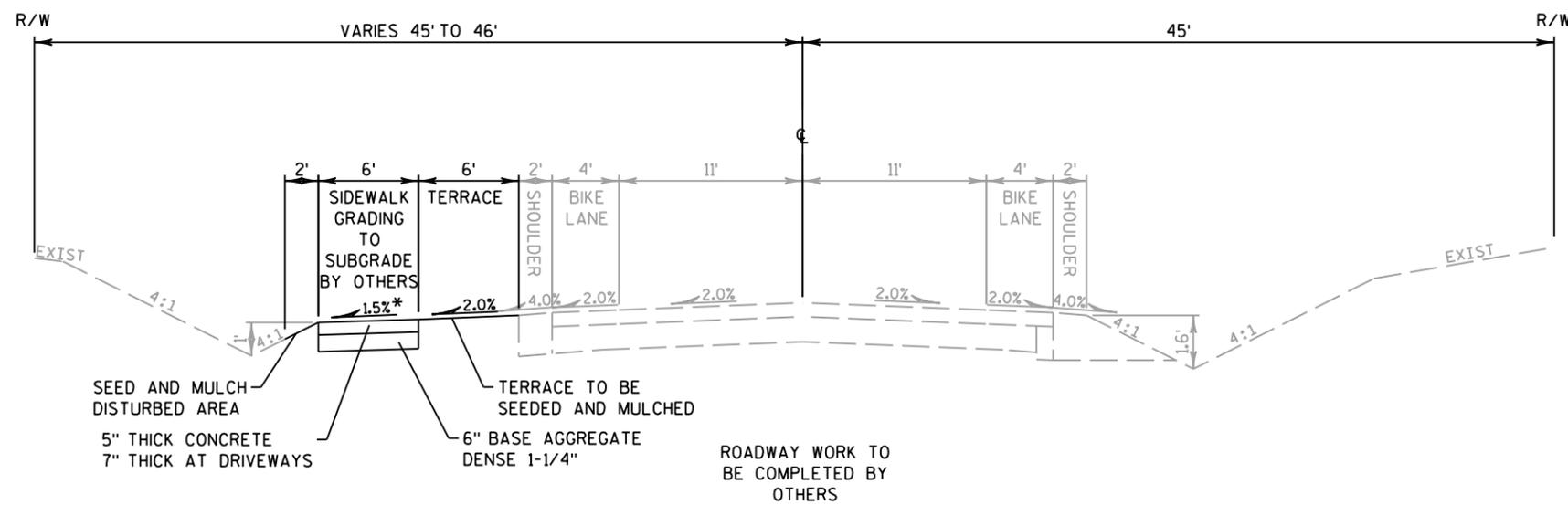


2972-01-70 BROWN DEER SRTS  
TYPICAL SECTIONS

DRAWING NO.  
**G9**  
SHEET NO.



EXISTING TYPICAL SECTION DEAN ROAD  
STA. 20+50 TO STA. 24+00



\*SIDEWALK CROSS SLOPE  
TOLERANCE = +/- 0.5%  
MAXIMUM ALLOWABLE  
PER ADA = 2.0%

FINISHED TYPICAL SECTION DEAN ROAD  
STA. 20+50 TO STA. 24+00

DATE REVISIONS

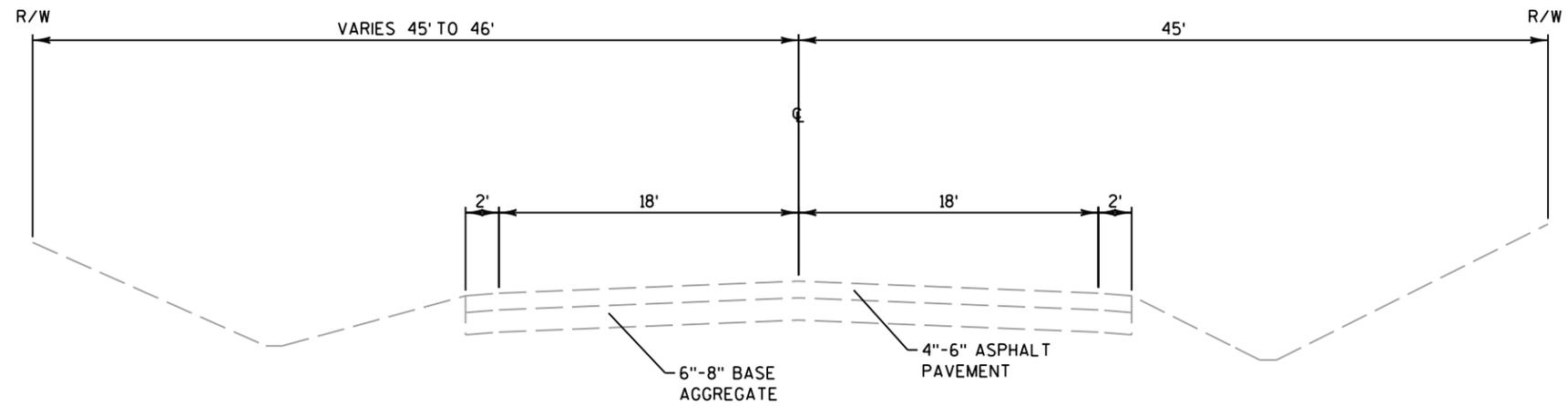
DR. BY SAA	BOOK NO.						
CHK. BY KKA	JOB NO. 51-0192.00						
DATE APR 2014	SCALE	NO.	DATE	REVISION	NO.	DATE	REVISION

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223

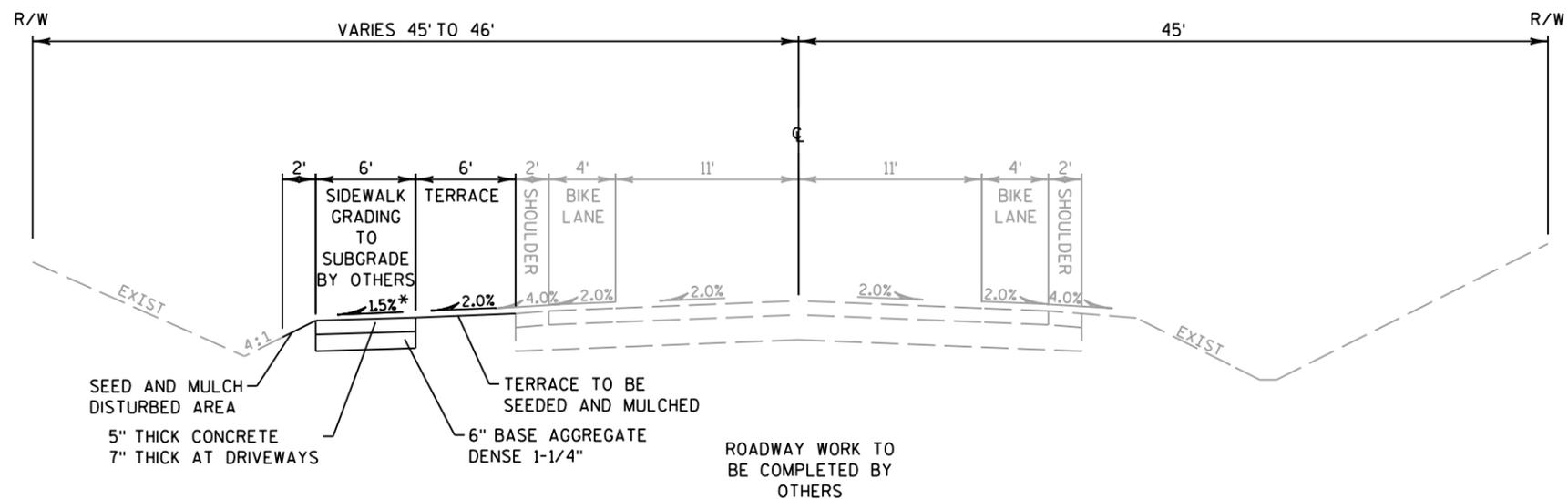


2972-01-70 BROWN DEER SRTS  
TYPICAL SECTIONS

DRAWING NO.  
**G10**  
SHEET NO.



EXISTING TYPICAL SECTION DEAN ROAD  
STA. 24+00 TO STA. 27+70



\*SIDEWALK CROSS SLOPE  
TOLERANCE = +/- 0.5%  
MAXIMUM ALLOWABLE  
PER ADA = 2.0%

FINISHED TYPICAL SECTION DEAN ROAD  
STA. 24+00 TO STA. 27+70

DATE REVISIONS

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DATE APR 2014	SCALE	NO.	DATE	REVISION	NO.	DATE	REVISION

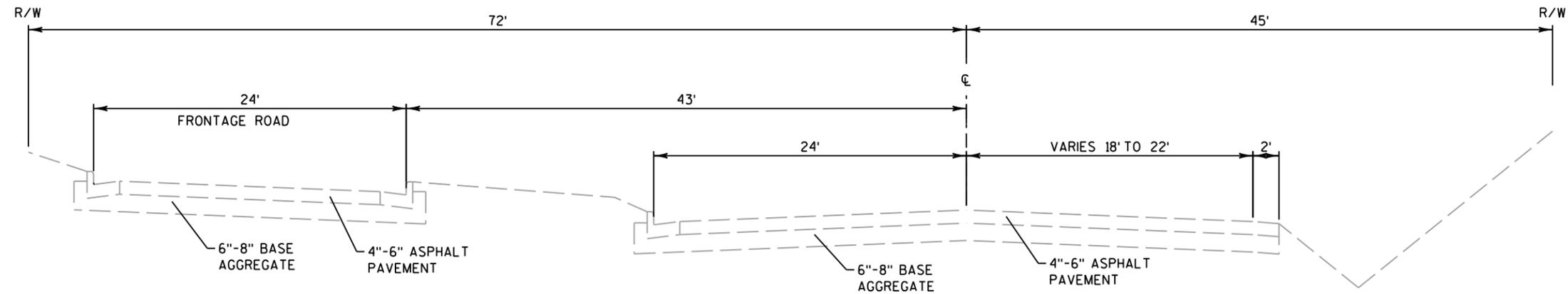
VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



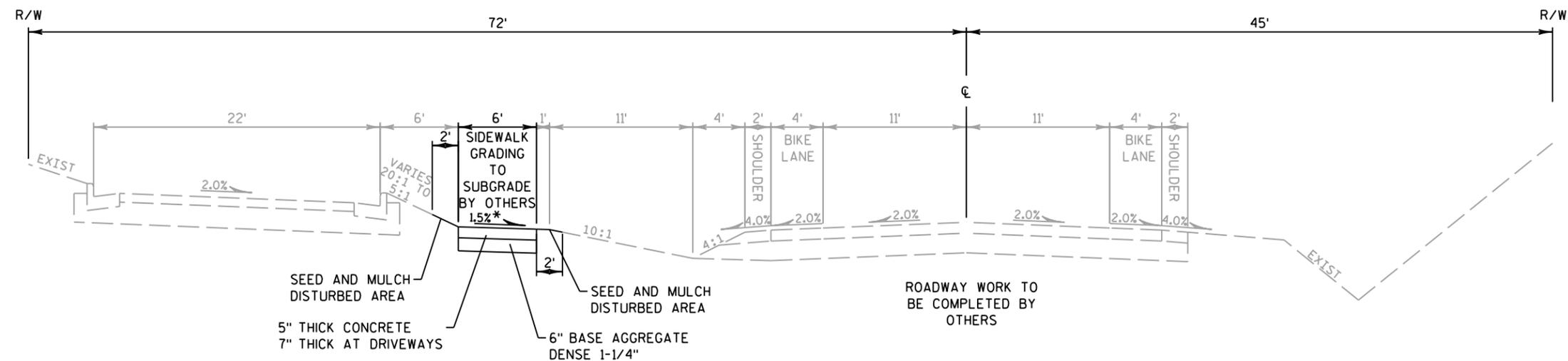
2972-01-70 BROWN DEER SRTS  
TYPICAL SECTIONS

DRAWING NO.  
**G11**  
SHEET NO.





EXISTING TYPICAL SECTION DEAN ROAD  
STA. 37+20 TO STA. 39+10



SEED AND MULCH DISTURBED AREA  
5" THICK CONCRETE  
7" THICK AT DRIVEWAYS  
6" BASE AGGREGATE  
DENSE 1-1/4"

\*SIDEWALK CROSS SLOPE  
TOLERANCE = +/- 0.5%  
MAXIMUM ALLOWABLE  
PER ADA = 2.0%

FINISHED TYPICAL SECTION DEAN ROAD  
STA. 37+20 TO STA. 39+10

DATE REVISIONS

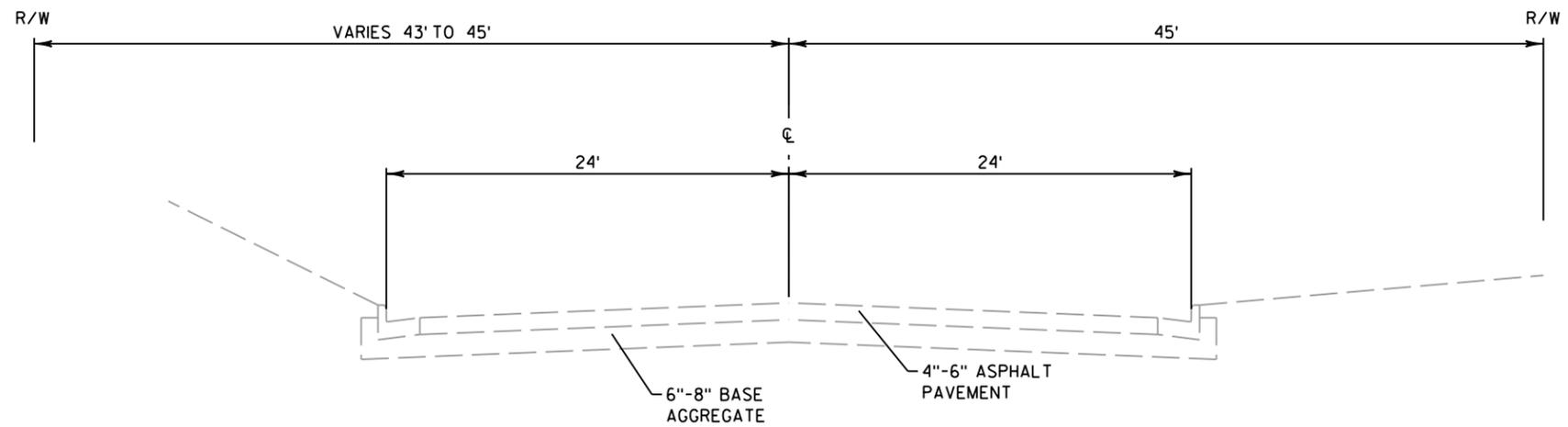
DR. BY SAA	BOOK NO.				
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DATE APR 2014	SCALE	NO.	DATE	REVISION	NO.

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223

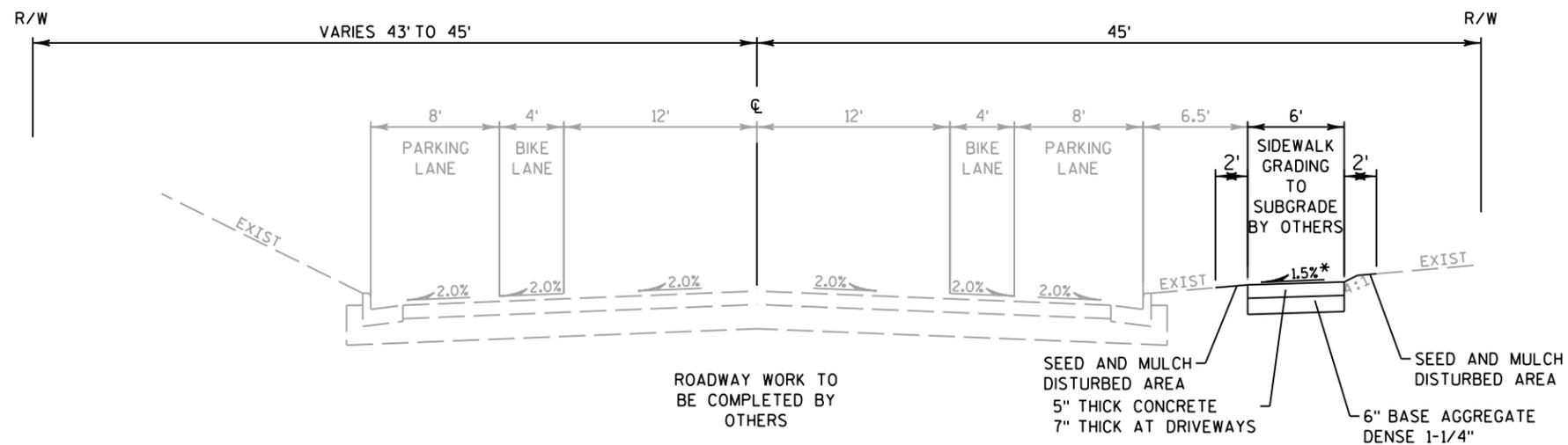
**AYRES**  
ASSOCIATES  
Waukesha, Wisconsin

2972-01-70 BROWN DEER SRTS  
TYPICAL SECTIONS

DRAWING NO.  
**G13**  
SHEET NO.



EXISTING TYPICAL SECTION DEAN ROAD  
STA. 39+10 TO STA. 48+50



FINISHED TYPICAL SECTION DEAN ROAD  
STA. 39+10 TO STA. 48+50

\*SIDEWALK CROSS SLOPE  
TOLERANCE = +/- 0.5%  
MAXIMUM ALLOWABLE  
PER ADA = 2.0%

DATE  
NO. DATE REVISION

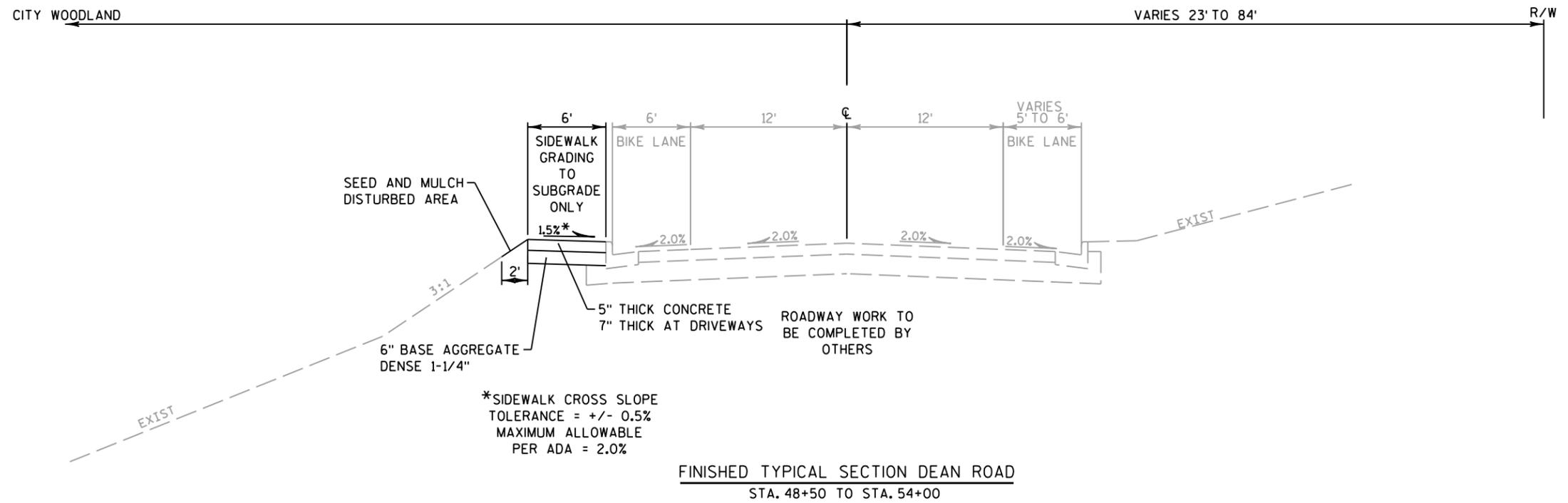
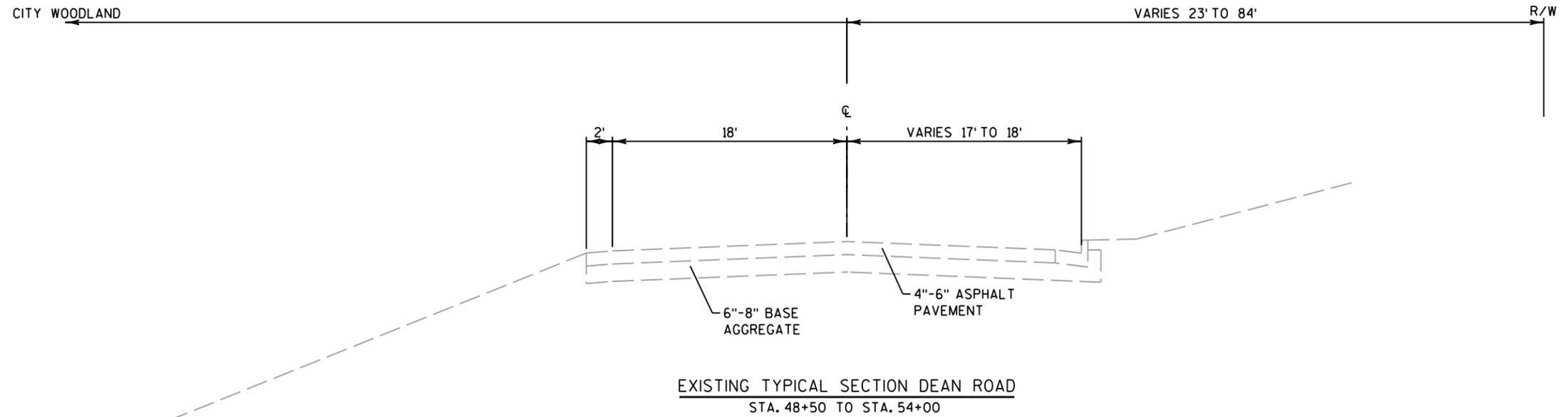
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VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223

**AYRES**  
ASSOCIATES  
Waukesha, Wisconsin

2972-01-70 BROWN DEER SRTS  
TYPICAL SECTIONS

DRAWING NO.  
**G14**  
SHEET NO.



\*SIDEWALK CROSS SLOPE TOLERANCE = +/- 0.5% MAXIMUM ALLOWABLE PER ADA = 2.0%

ROADWAY WORK TO BE COMPLETED BY OTHERS

STATE OF WISCONSIN

DR. BY SAA	BOOK NO.						
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VILLAGE OF BROWN DEER  
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2972-01-70 BROWN DEER SRTS  
TYPICAL SECTIONS

DRAWING NO.  
**G15**  
SHEET NO.



0 20 40  
SCALE, FEET

FRONTAGE ROAD

12+00 W. DEAN ROAD 13+00

14+00 W. DEAN ROAD 15+00

MATCH LINE STA 16+00

MATCH LINE STA 16+00

N. 55TH STREET

BEGIN PROJECT  
STA. 10+83.50  
N 433091.52  
E 2538898.47

STONE TRACKING PAD

LEGEND

- SILT FENCE (0/S 2' TO 3' FROM SLOPE INTERCEPT)
- SEDIMENT LOG DITCH CHECK
- CULVERT PIPE CHECK
- INLET PROTECTION
- SURFACE WATER FLOW
- WETLAND BOUNDARY
- SLOPE INTERCEPTS

NOTE:  
UNLESS OTHERWISE NOTED, EROSION CONTROL TO BE INSTALLED BY OTHERS. CONTRACTOR SHALL MAINTAIN, INSTALL NEW, AND REMOVE ALL EROSION CONTROL DEVICES AND RESTORE ANY DISTURBED AREAS ONCE THE SITE HAS ESTABLISHED.

MATCH LINE STA 16+00

MATCH LINE STA 16+00

MATCH LINE STA 22+00

MATCH LINE STA 22+00

17+00 W. DEAN ROAD 18+00

19+00 20+00

21+00 22+00

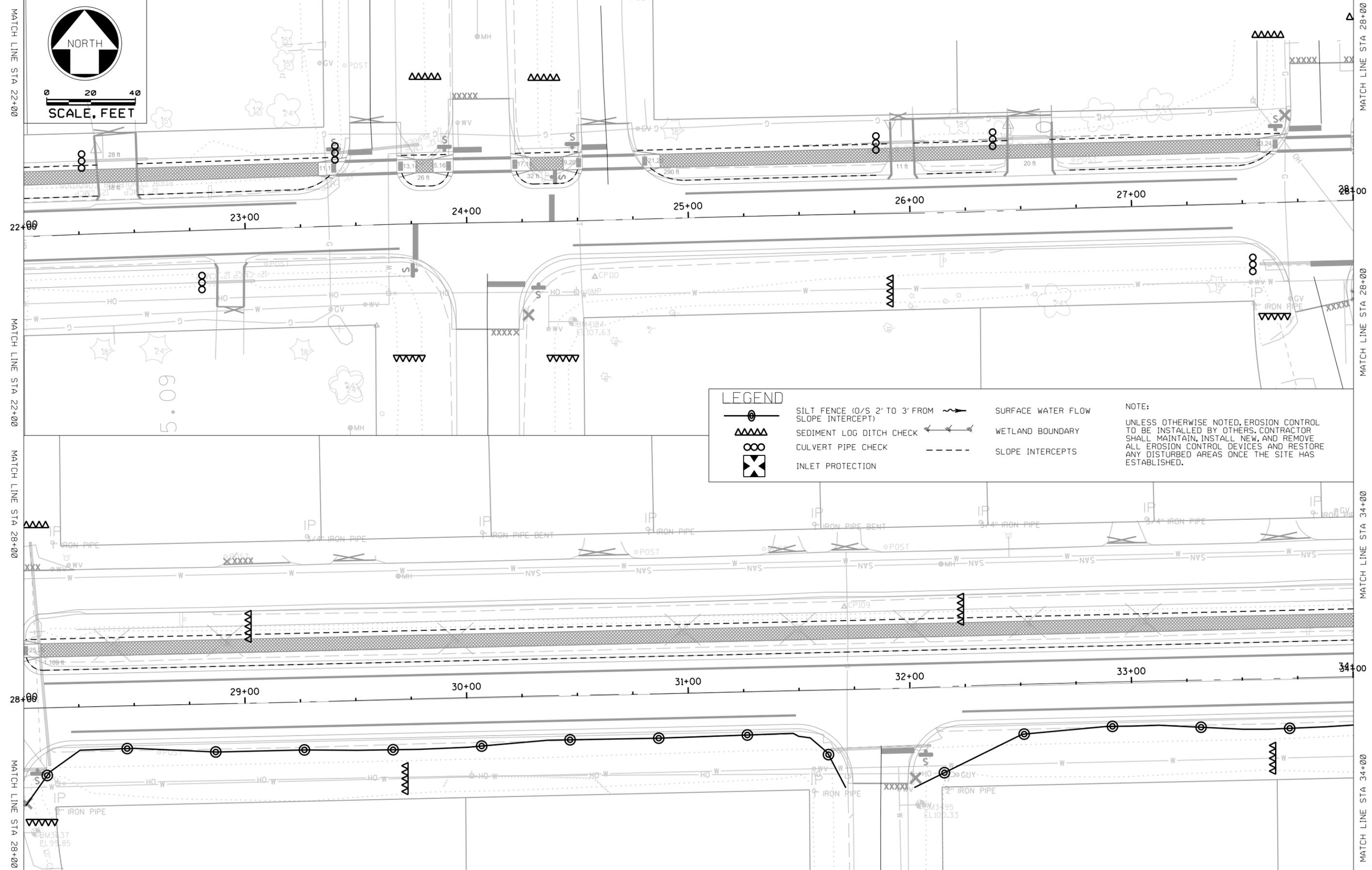
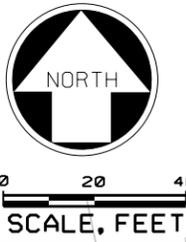
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CHK. BY KKA	JOB NO. 51-0192.00				
DATE APR 2014	SCALE	NO.	DATE	REVISION	NO. DATE REVISION

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



2972-01-70 BROWN DEER SRTS  
EROSION CONTROL PLAN

DRAWING NO.  
**EC1**  
SHEET NO.



**LEGEND**

- SILT FENCE (O/S 2' TO 3' FROM SLOPE INTERCEPT)
- SEDIMENT LOG DITCH CHECK
- CULVERT PIPE CHECK
- INLET PROTECTION
- SURFACE WATER FLOW
- WETLAND BOUNDARY
- SLOPE INTERCEPTS

**NOTE:**  
UNLESS OTHERWISE NOTED, EROSION CONTROL TO BE INSTALLED BY OTHERS. CONTRACTOR SHALL MAINTAIN, INSTALL NEW, AND REMOVE ALL EROSION CONTROL DEVICES AND RESTORE ANY DISTURBED AREAS ONCE THE SITE HAS ESTABLISHED.

DATE\$  
SPENS\$  
FILES\$

DR. BY SAA	BOOK NO.				
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DATE APR 2014	SCALE	NO.	DATE	REVISION	NO.

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223

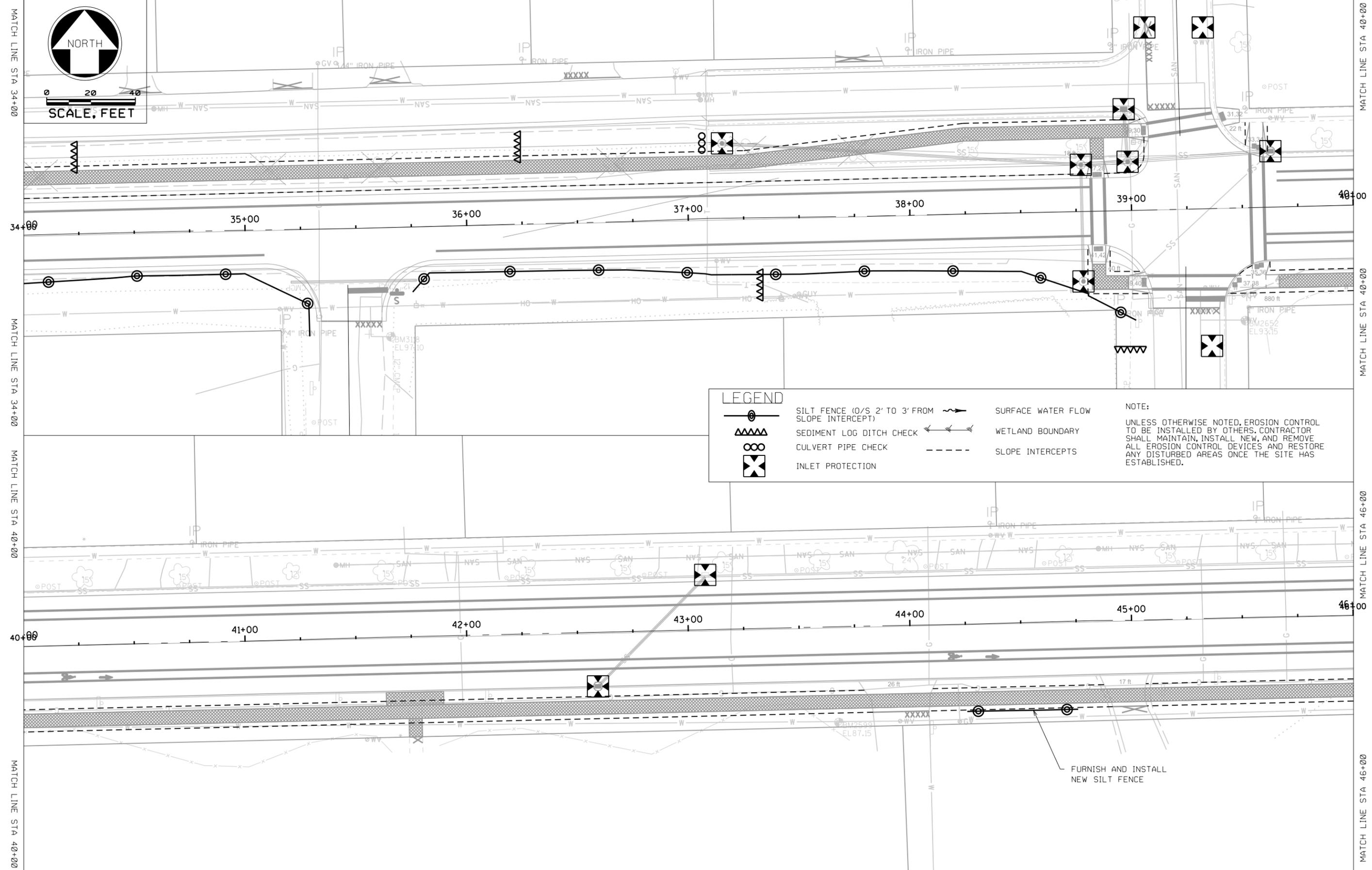


2972-01-70 BROWN DEER SRTS  
EROSION CONTROL PLAN

DRAWING NO.  
**EC2**  
SHEET NO.



0 20 40  
SCALE, FEET



**LEGEND**

- SILT FENCE (O/S 2' TO 3' FROM SLOPE INTERCEPT)
- SEDIMENT LOG DITCH CHECK
- CULVERT PIPE CHECK
- INLET PROTECTION
- SURFACE WATER FLOW
- WETLAND BOUNDARY
- SLOPE INTERCEPTS

**NOTE:**  
UNLESS OTHERWISE NOTED, EROSION CONTROL TO BE INSTALLED BY OTHERS. CONTRACTOR SHALL MAINTAIN, INSTALL NEW, AND REMOVE ALL EROSION CONTROL DEVICES AND RESTORE ANY DISTURBED AREAS ONCE THE SITE HAS ESTABLISHED.

DATE\$  
SPEN\$  
FILE\$

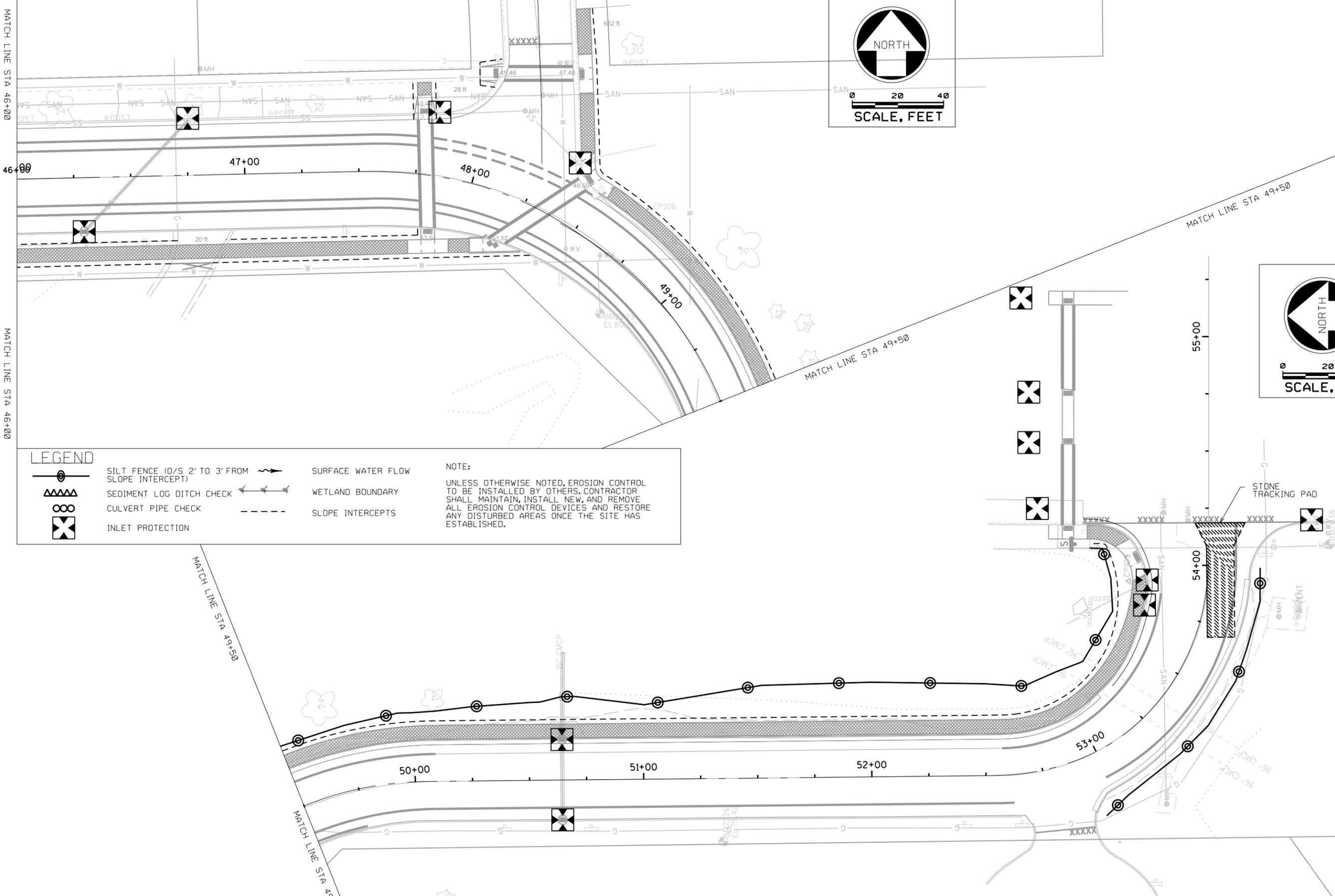
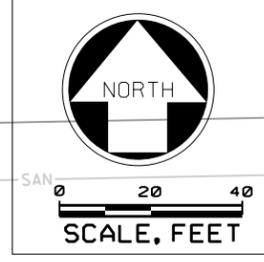
DR. BY SAA	BOOK NO.				
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VILLAGE OF BROWN DEER  
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2972-01-70 BROWN DEER SRTS  
EROSION CONTROL PLAN

DRAWING NO.  
**EC3**  
SHEET NO.



**LEGEND**

- SILT FENCE (O/S 2' TO 3' FROM SLOPE INTERCEPT)
- SEDIMENT LOG DITCH CHECK
- CULVERT PIPE CHECK
- INLET PROTECTION
- SURFACE WATER FLOW
- WETLAND BOUNDARY
- SLOPE INTERCEPTS

**NOTE:**  
UNLESS OTHERWISE NOTED, EROSION CONTROL TO BE INSTALLED BY OTHERS, CONTRACTOR SHALL MAINTAIN, INSTALL NEW, AND REMOVE ALL EROSION CONTROL DEVICES AND RESTORE ANY DISTURBED AREAS ONCE THE SITE HAS ESTABLISHED.

DATE\$  
SPENS\$  
FILES\$

DR. BY SAA	BOOK NO.
CHK. BY KKA	JOB NO. 51-0192.00
DATE APR 2014	SCALE

NO.	DATE	REVISION	NO.	DATE	REVISION

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



2972-01-70 BROWN DEER SRTS  
EROSION CONTROL PLAN

DRAWING NO.  
**EC4**  
SHEET NO.



0 20 40  
SCALE, FEET



FLASHING  
36" X 36"

CURB RAMP  
TYPE 3 (MOD)  
SEE WISDOT SDD  
805-15b  
SW WIDTH = 6'  
TERRACE = 8'

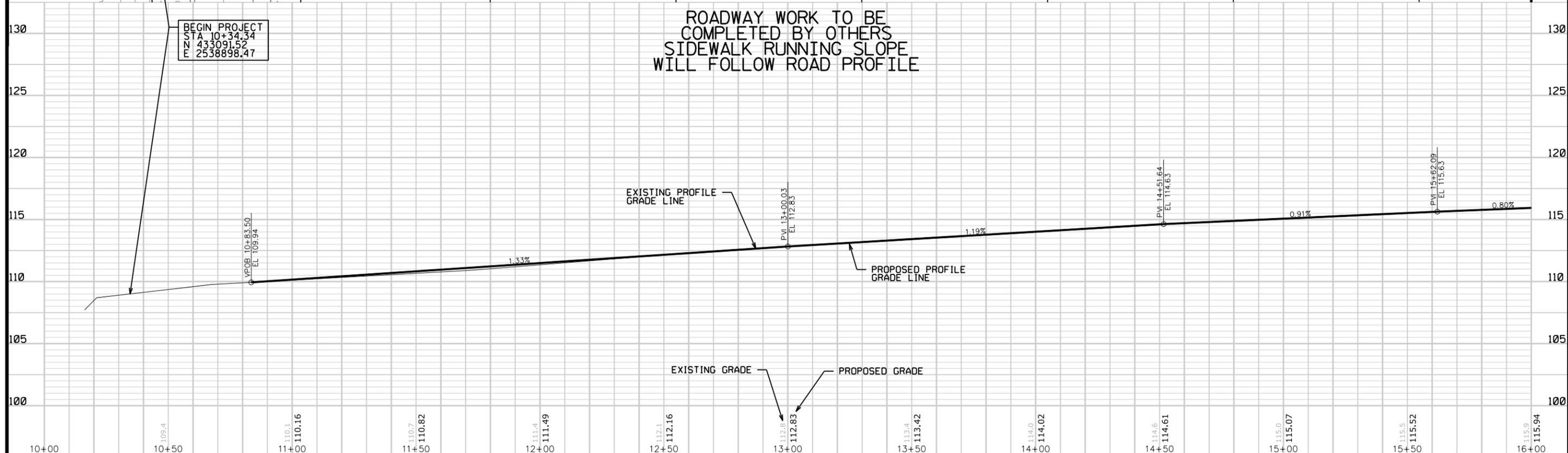


FLASHING  
36" X 36"

N. 55TH STREET

BEGIN PROJECT  
STA 10+34.34  
N 433091.52  
E 2538898.47

ROADWAY WORK TO BE  
COMPLETED BY OTHERS  
SIDEWALK RUNNING SLOPE  
WILL FOLLOW ROAD PROFILE



DR. BY SAA	BOOK NO.				
CHK. BY KKA	JOB NO. 51-0177.00				
DATE APR 2014	SCALE 1" = 40'	NO.	DATE	REVISION	NO.

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



2972-01-70 BROWN DEER SRTS  
PLAN & PROFILE  
DRAWING NO.  
**PP1**  
SHEET NO.

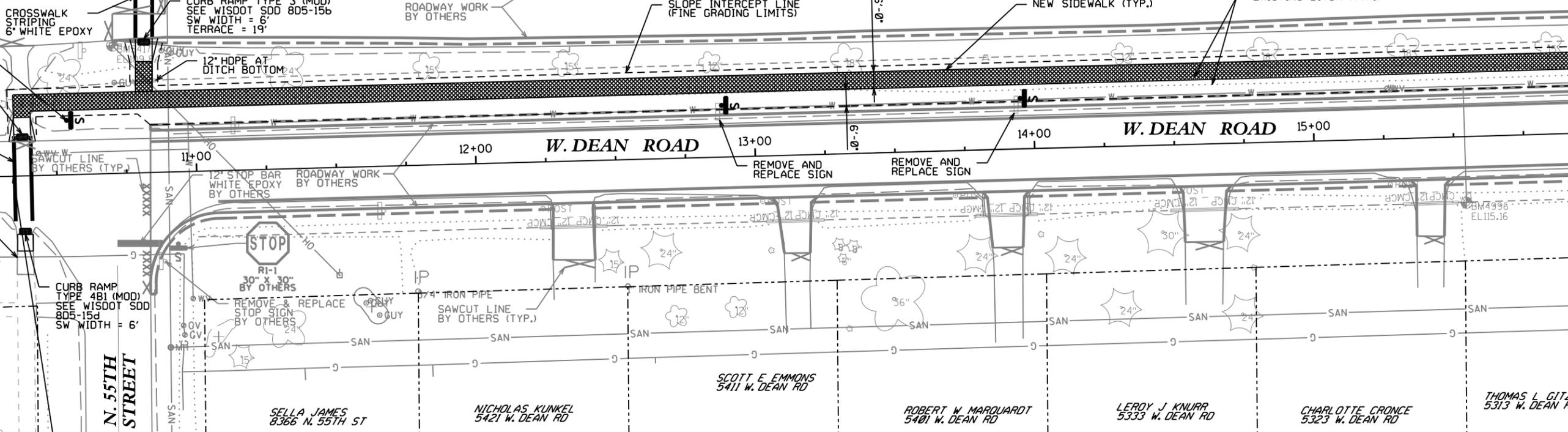
STIMES  
SPENCER  
FILES

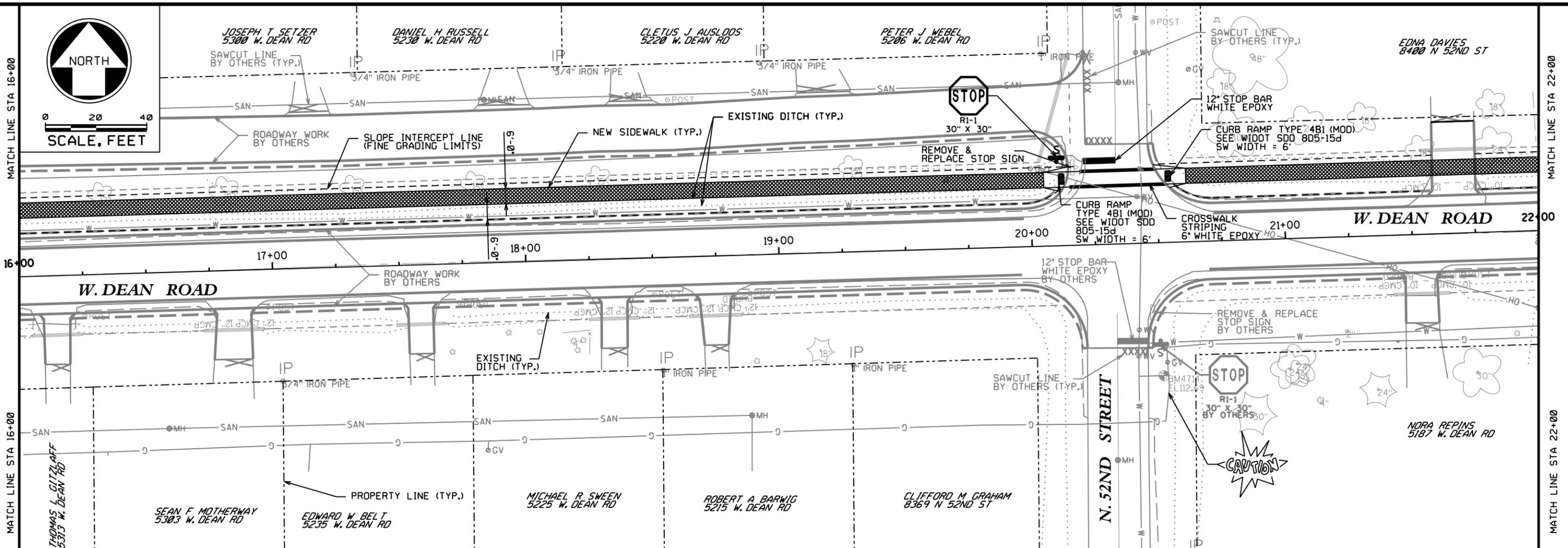
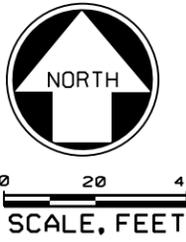
MATCH LINE STA 16+00

MATCH LINE STA 16+00

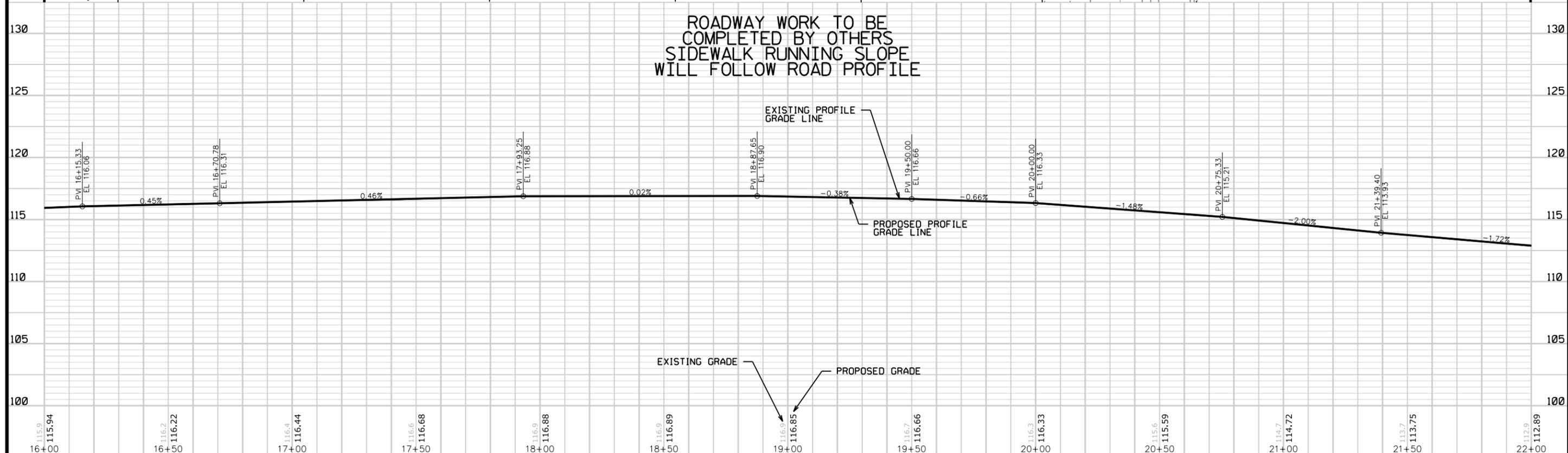
JEROME J PEETZ 5430 W. DEAN RD  
BRUCE SUDIK 5420 W. DEAN RD  
ARDELL E DOERR 5410 W. DEAN RD  
SUZANN DECHANT 5400 W. DEAN RD  
BEVERLY J BELFIELD 5332 W. DEAN RD  
MARGARET A RENAUD 5322 W. DEAN RD

SELLA JAMES 8366 N. 55TH ST  
NICHOLAS KUNKEL 5421 W. DEAN RD  
SCOTT E EMMONS 5411 W. DEAN RD  
ROBERT W MARQUARDT 5401 W. DEAN RD  
LEROY J KNURR 5333 W. DEAN RD  
CHARLOTTE CRONCE 5323 W. DEAN RD  
THOMAS L GITZLAF 5313 W. DEAN RD





ROADWAY WORK TO BE COMPLETED BY OTHERS  
 SIDEWALK RUNNING SLOPE WILL FOLLOW ROAD PROFILE



DR. BY SAA	BOOK NO.				
CHK. BY KKA	JOB NO. 51-0177.00				
DATE APR 2014	SCALE 1" = 40'	NO.	DATE	REVISION	NO.

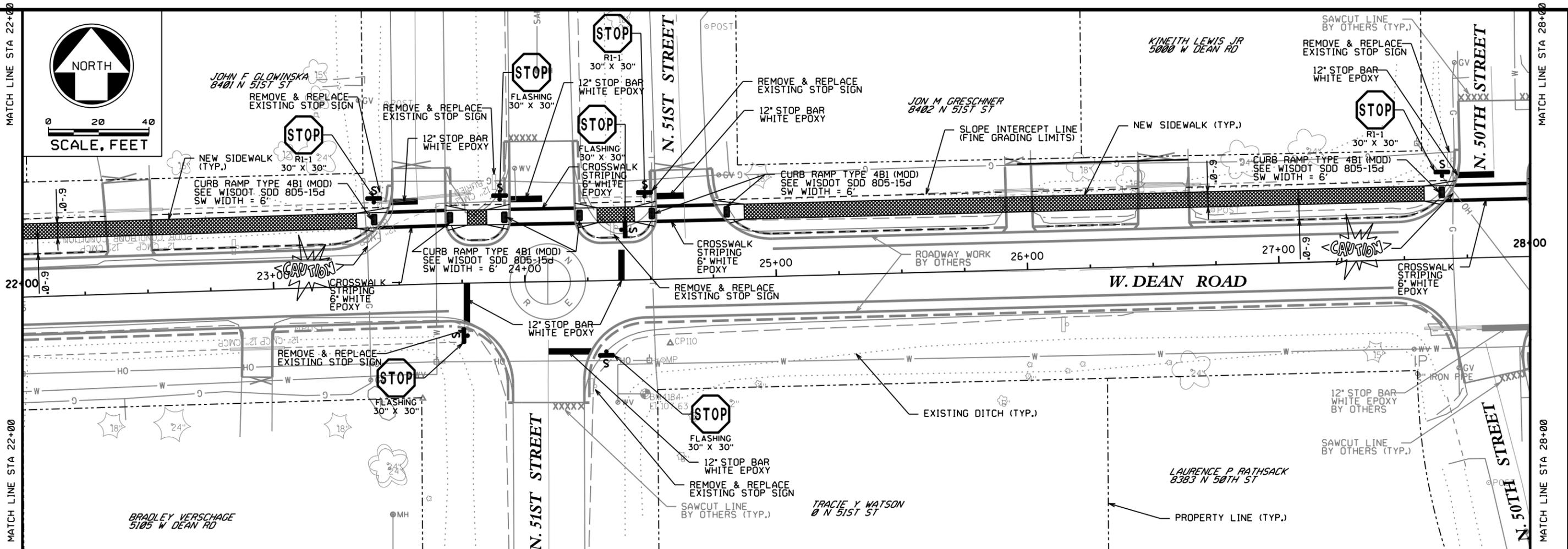
VILLAGE OF BROWN DEER  
 4800 WEST GREEN BROOK DRIVE  
 BROWN DEER, WI 53223



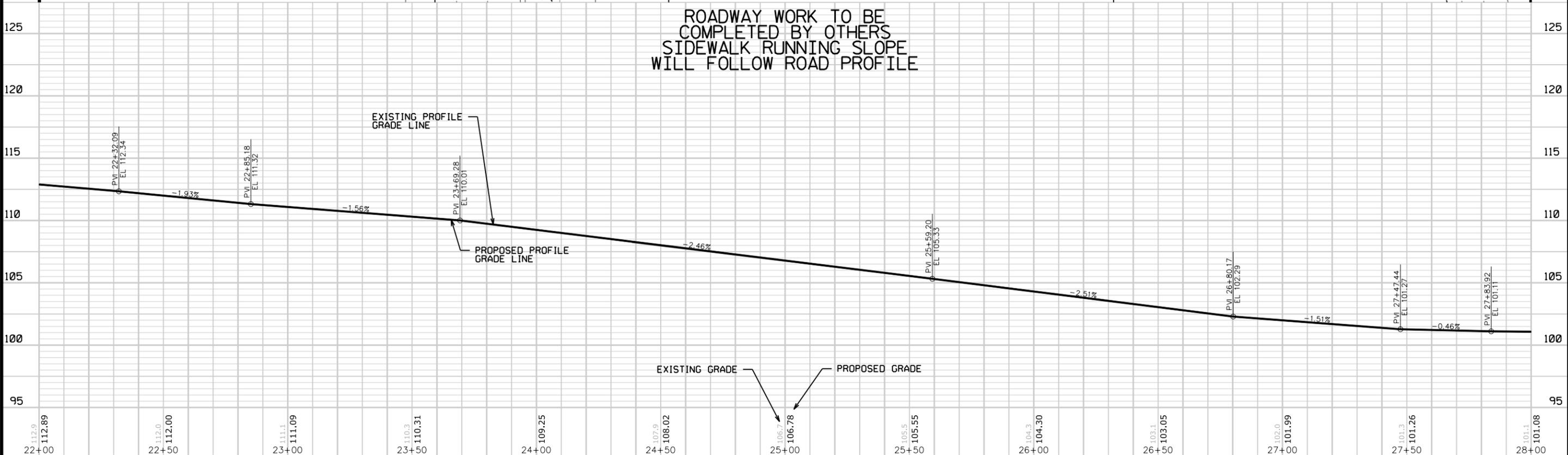
2972-01-70 BROWN DEER SRTS  
 PLAN & PROFILE  
 DRAWING NO. PP2  
 SHEET NO.



SCALE, FEET  
0 20 40



ROADWAY WORK TO BE COMPLETED BY OTHERS  
SIDEWALK RUNNING SLOPE WILL FOLLOW ROAD PROFILE



DR. BY SAA	BOOK NO.	
CHK. BY KKA	JOB NO. 51-0177.00	
DATE APR 2014	SCALE 1" = 40'	NO. DATE REVISION

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223

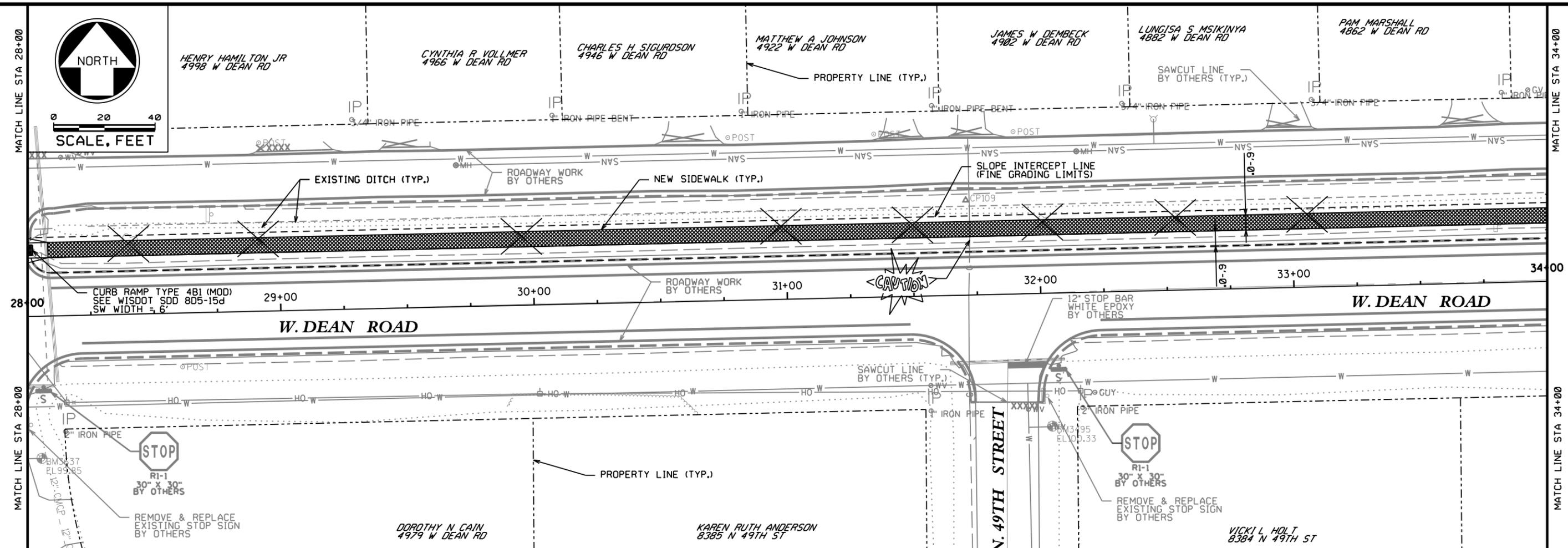


2972-01-70 BROWN DEER SRTS  
PLAN & PROFILE  
DRAWING NO.  
**PP3**  
SHEET NO.

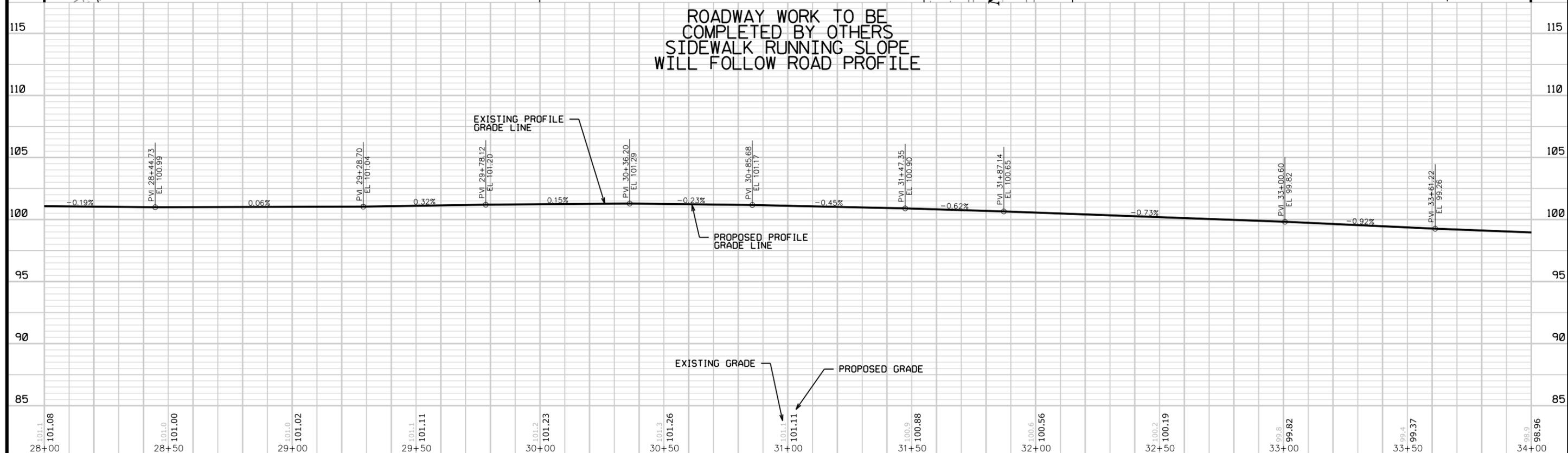
STIMES  
8:01 AM  
SPENIS  
8:01 AM  
SFILES



SCALE, FEET



ROADWAY WORK TO BE COMPLETED BY OTHERS  
SIDEWALK RUNNING SLOPE WILL FOLLOW ROAD PROFILE



DR. BY SAA	BOOK NO.	
CHK. BY KKA	JOB NO. 51-0177.00	
DATE APR 2014	SCALE 1" = 40'	NO. DATE REVISION

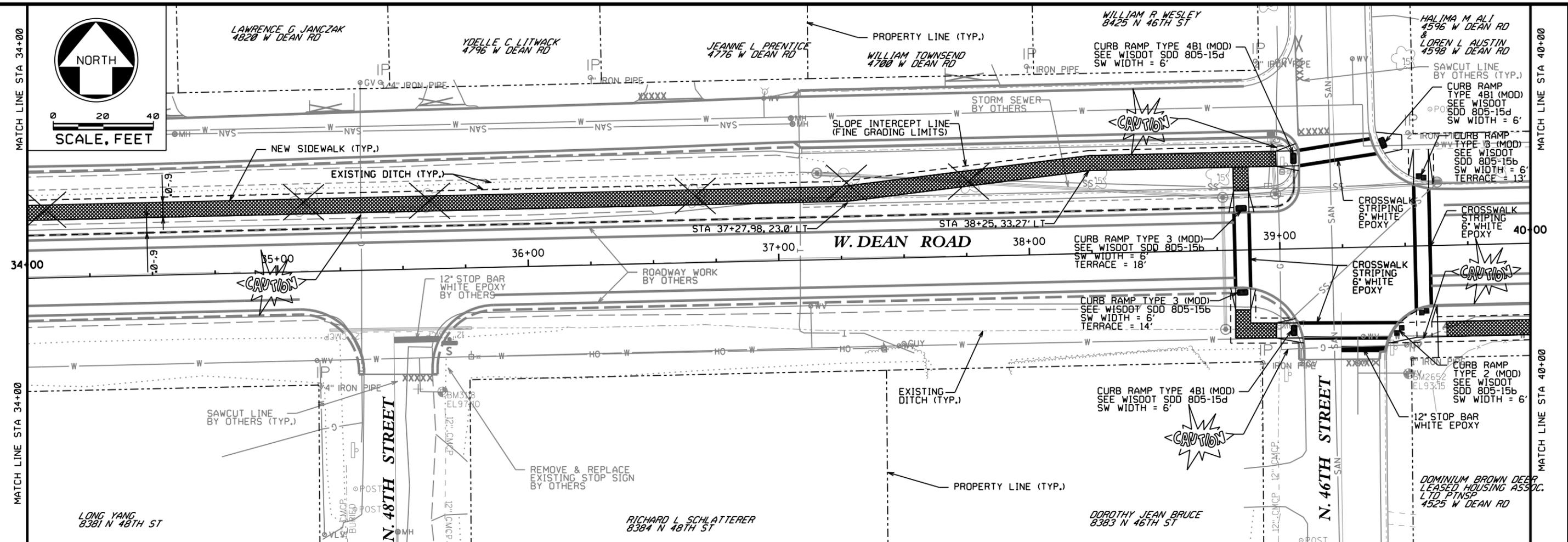
VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



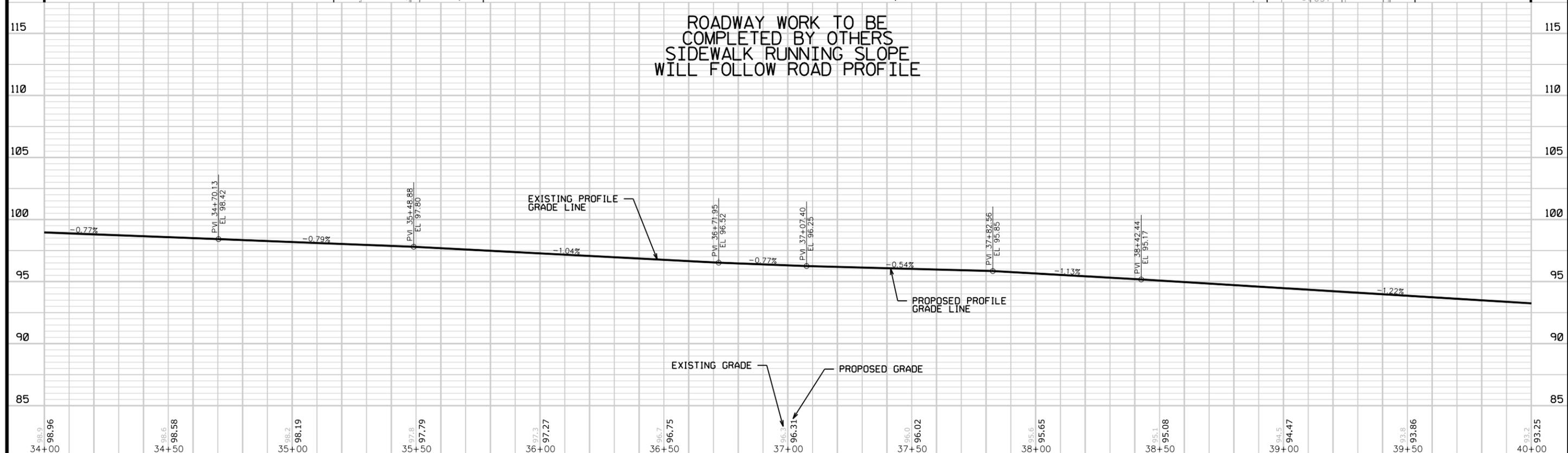
2972-01-70 BROWN DEER SRTS  
PLAN & PROFILE

DRAWING NO.  
**PP4**  
SHEET NO.

STIMES  
SPENCER  
FILES



ROADWAY WORK TO BE COMPLETED BY OTHERS  
SIDEWALK RUNNING SLOPE WILL FOLLOW ROAD PROFILE



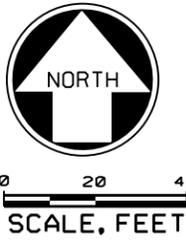
DR. BY SAA	BOOK NO.
CHK. BY KKA	JOB NO. 51-0177.00
DATE APR 2014	SCALE 1" = 40'

NO.	DATE	REVISION

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



2972-01-70 BROWN DEER SRTS PLAN & PROFILE	DRAWING NO. <b>PP5</b>
	SHEET NO.



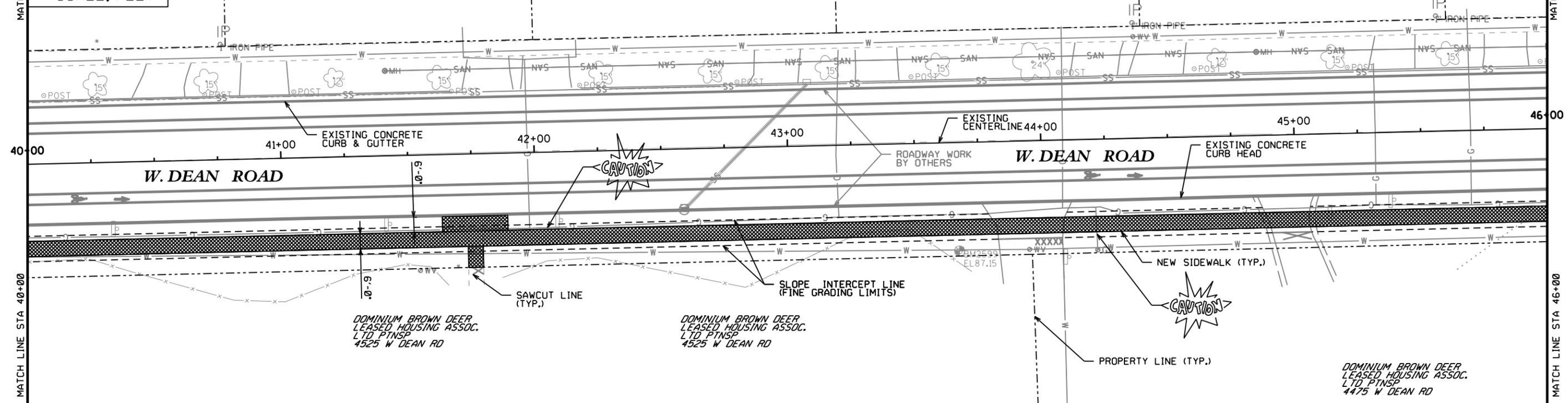
FEDELE I PALMISANO  
4574 W DEAN RD  
&  
JOANNE A PROVENCER  
4572 W DEAN RD

SUZANNE M FALCO  
4550 W DEAN RD  
&  
PATRICIA WALTERS  
4548 W DEAN RD

JOHN P MOORE  
4518 W DEAN RD  
&  
JOHN S BLASKY  
4516 W DEAN RD

STEPHANIE MESHESKI  
4482 W DEAN RD  
&  
MARY T DUNN  
4484 W DEAN RD

DONALD L PACEY  
4438 W DEAN RD  
&  
RICHARD H HOKAN  
4436 W DEAN RD

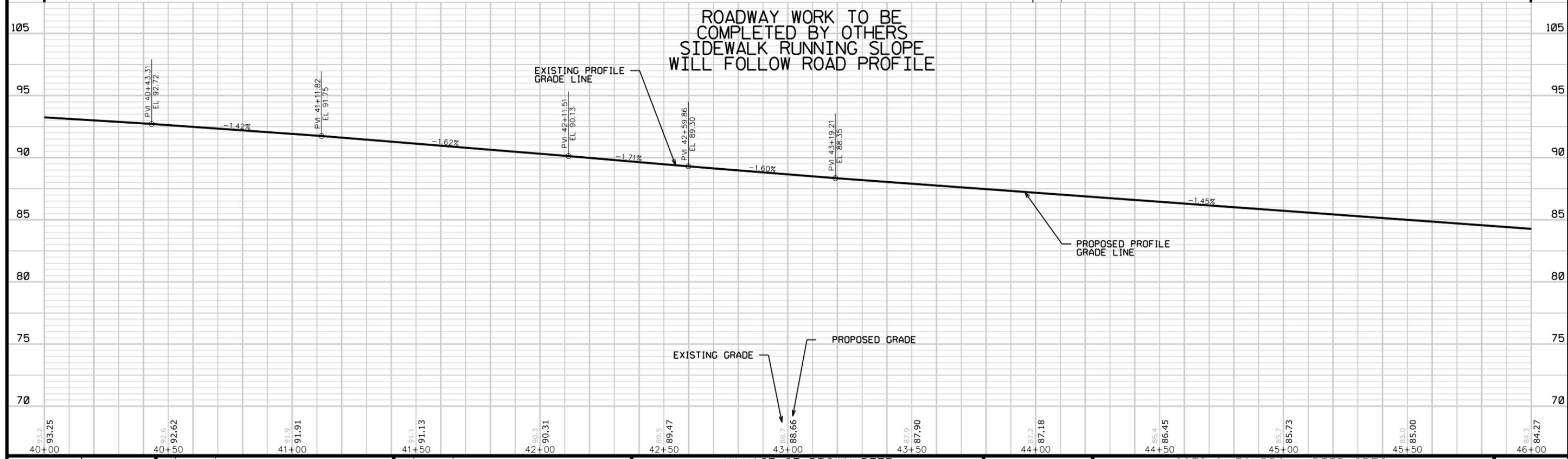


DOMINIUM BROWN DEER  
LEASED HOUSING ASSOC.  
LTD PTNSP  
4525 W DEAN RD

DOMINIUM BROWN DEER  
LEASED HOUSING ASSOC.  
LTD PTNSP  
4525 W DEAN RD

DOMINIUM BROWN DEER  
LEASED HOUSING ASSOC.  
LTD PTNSP  
4475 W DEAN RD

ROADWAY WORK TO BE  
COMPLETED BY OTHERS  
SIDEWALK RUNNING SLOPE  
WILL FOLLOW ROAD PROFILE



DR. BY SAA	BOOK NO.				
CHK. BY KKA	JOB NO. 51-0177.00				
DATE APR 2014	SCALE 1" = 40'	NO.	DATE	REVISION	NO.

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



2972-01-70 BROWN DEER SRTS  
PLAN & PROFILE

DRAWING NO.  
**PP6**  
SHEET NO.

8 TIMES  
80 LINES  
8 PENNS  
8 FILES

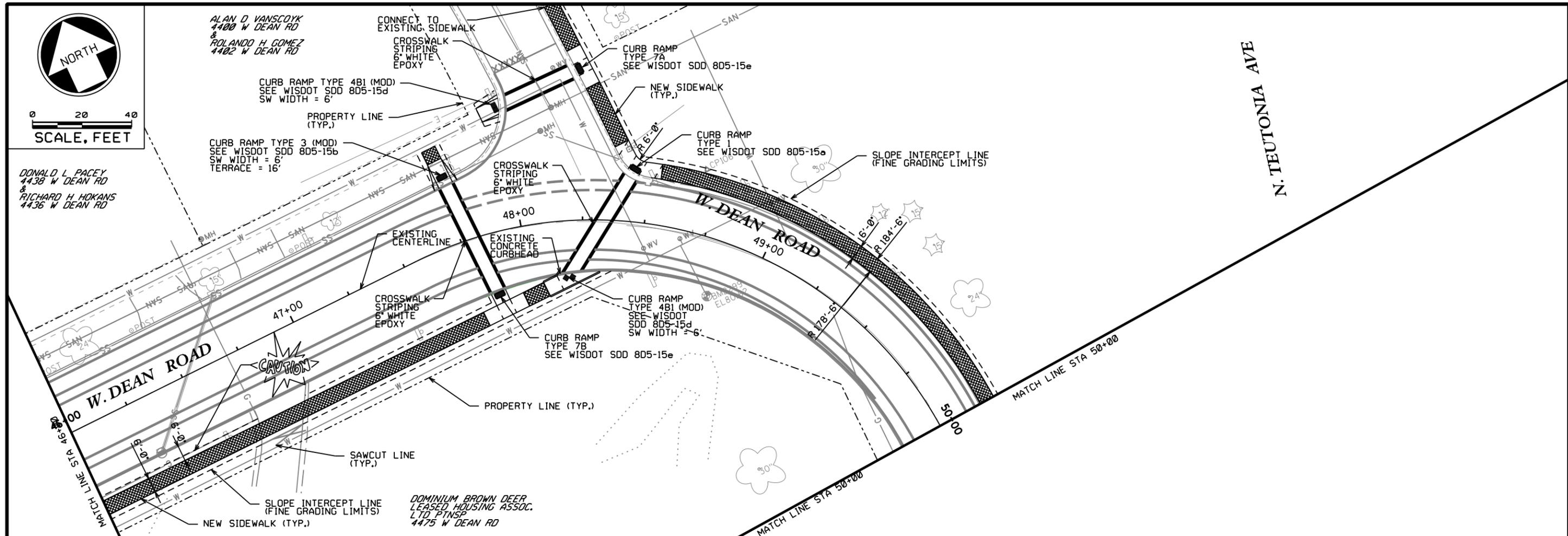


0 20 40  
SCALE, FEET

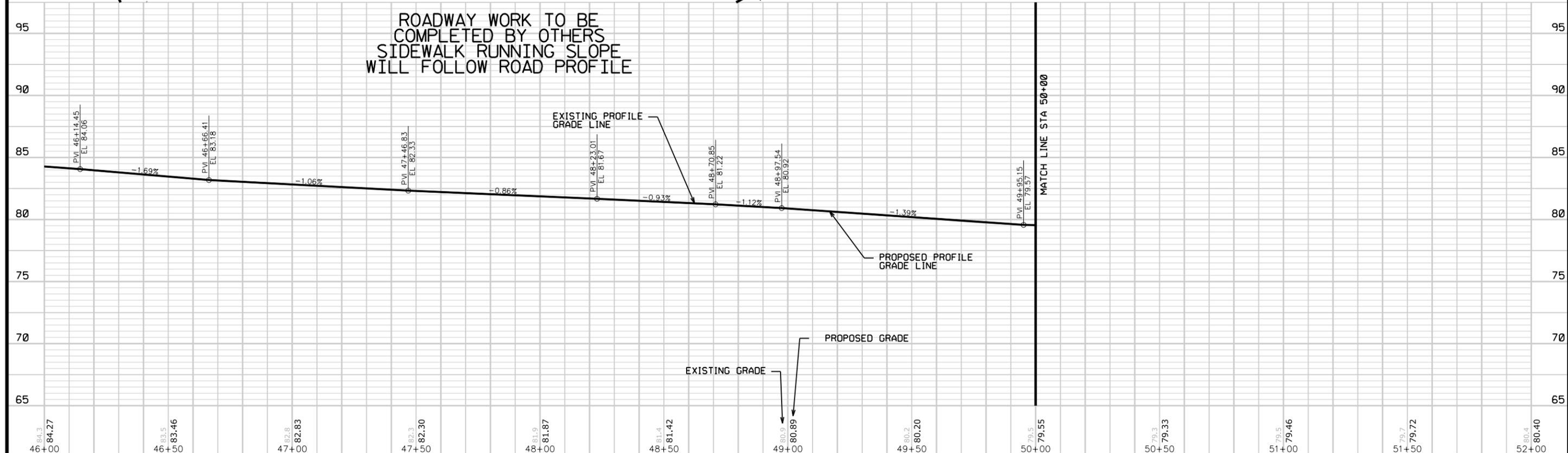
DONALD L. PACEY  
4438 W DEAN RD  
&  
RICHARD H. HOKANS  
4436 W DEAN RD

ALAN D. VANSKOYK  
4400 W DEAN RD  
&  
ROLANDO H. GOMEZ  
4402 W DEAN RD

N. TEUTONIA AVE



ROADWAY WORK TO BE COMPLETED BY OTHERS  
SIDEWALK RUNNING SLOPE  
WILL FOLLOW ROAD PROFILE



DR. BY SAA	BOOK NO.				
CHK. BY KKA	JOB NO. 51-0177.00				
DATE APR 2014	SCALE 1" = 40'	NO.	DATE	REVISION	NO. DATE REVISION

VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



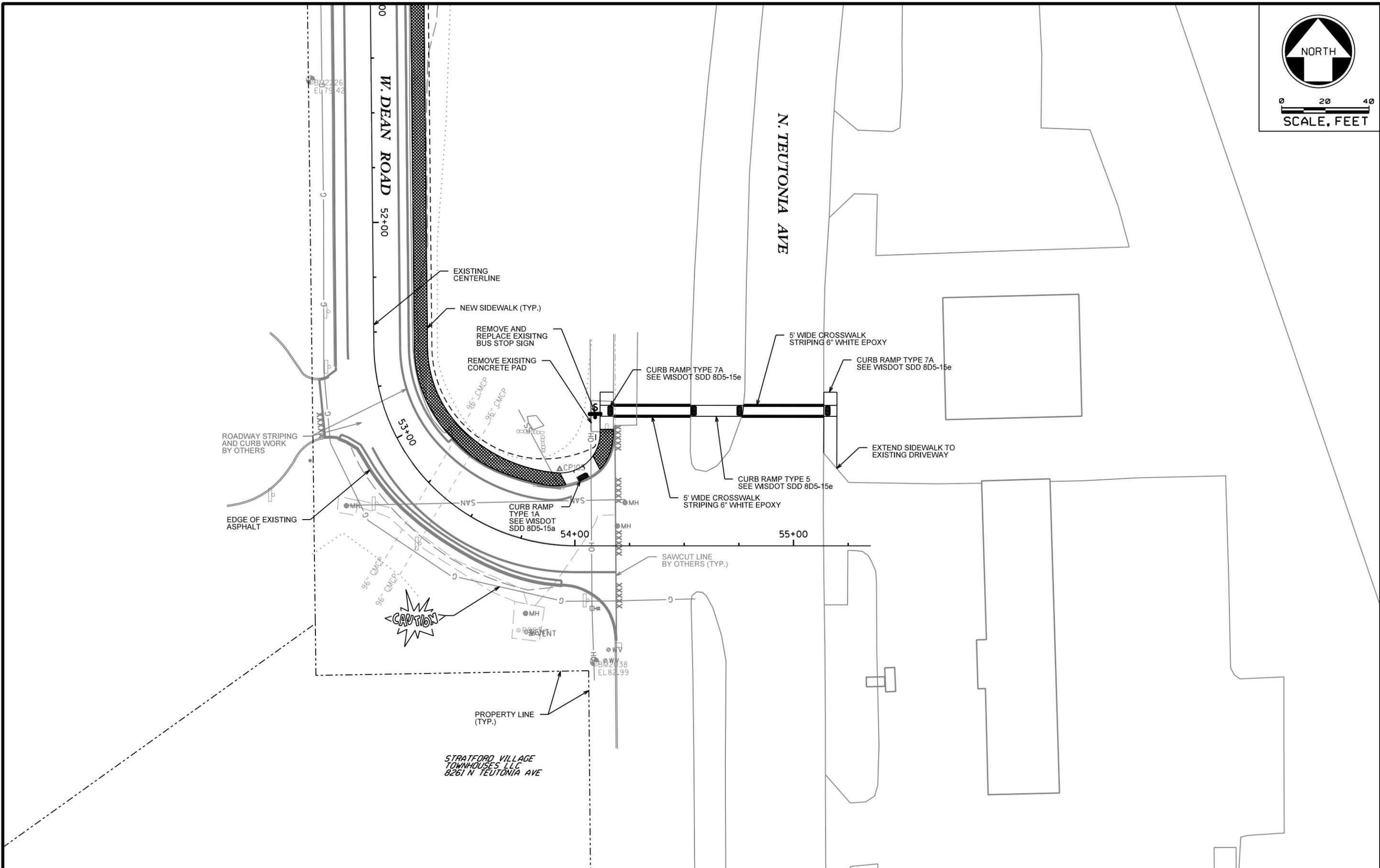
2972-01-70 BROWN DEER SRTS  
PLAN & PROFILE  
DRAWING NO. PP7  
SHEET NO.

8 TIMES  
80 LINES  
8 PENNS  
8 FILES





0 20 40  
SCALE, FEET



**CAUTION**

STRATFORD VILLAGE  
TOWNHOUSES, LLC  
8261 N TEUTONIA AVE

DR. BY SAA	BOOK NO.				
CHK. BY KKA	JOB NO. 51-0177.00				
DATE APR 2014	SCALE 1" = 40'	NO.	DATE	REVISION	NO. DATE REVISION

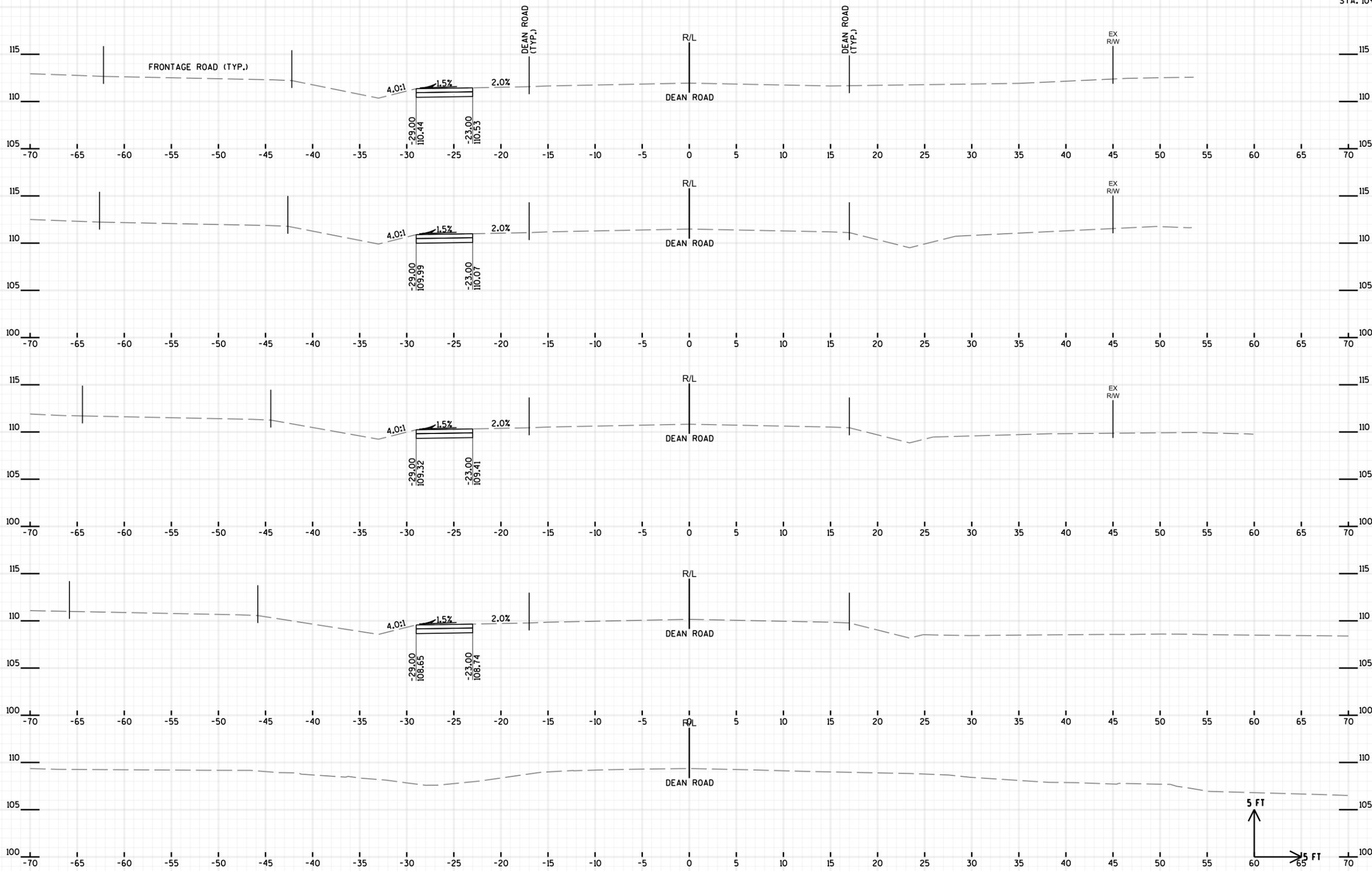
VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223



2972-01-70 BROWN DEER SRTS  
TEUTONIA CROSSING PLAN

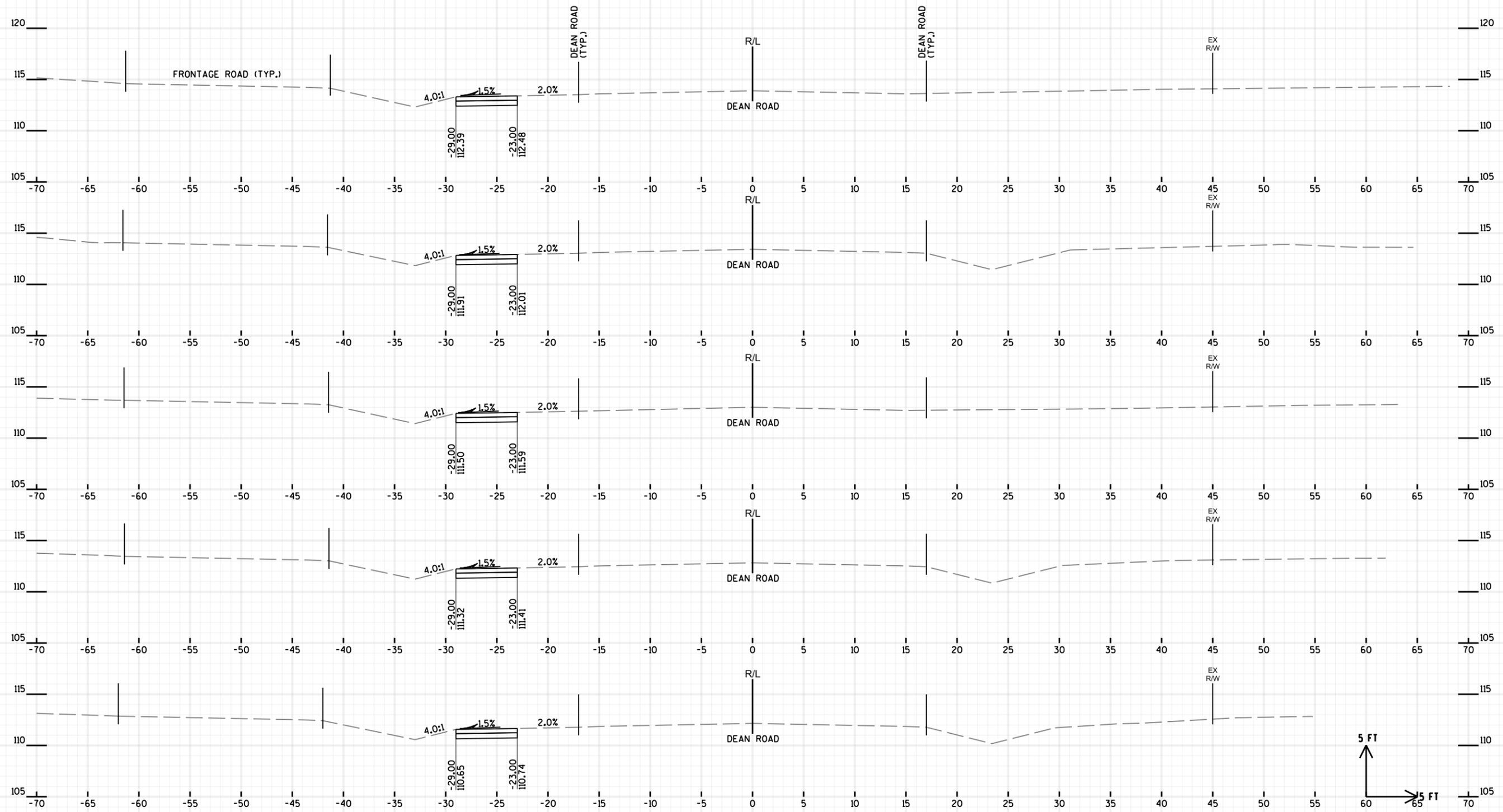
DRAWING NO.  
**PP9**  
SHEET NO.

8 TIMES  
80 LINES  
8 PENNS  
8 FILES

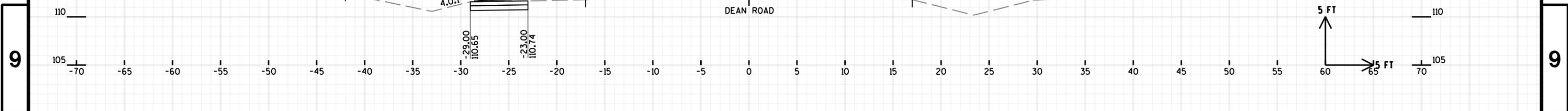


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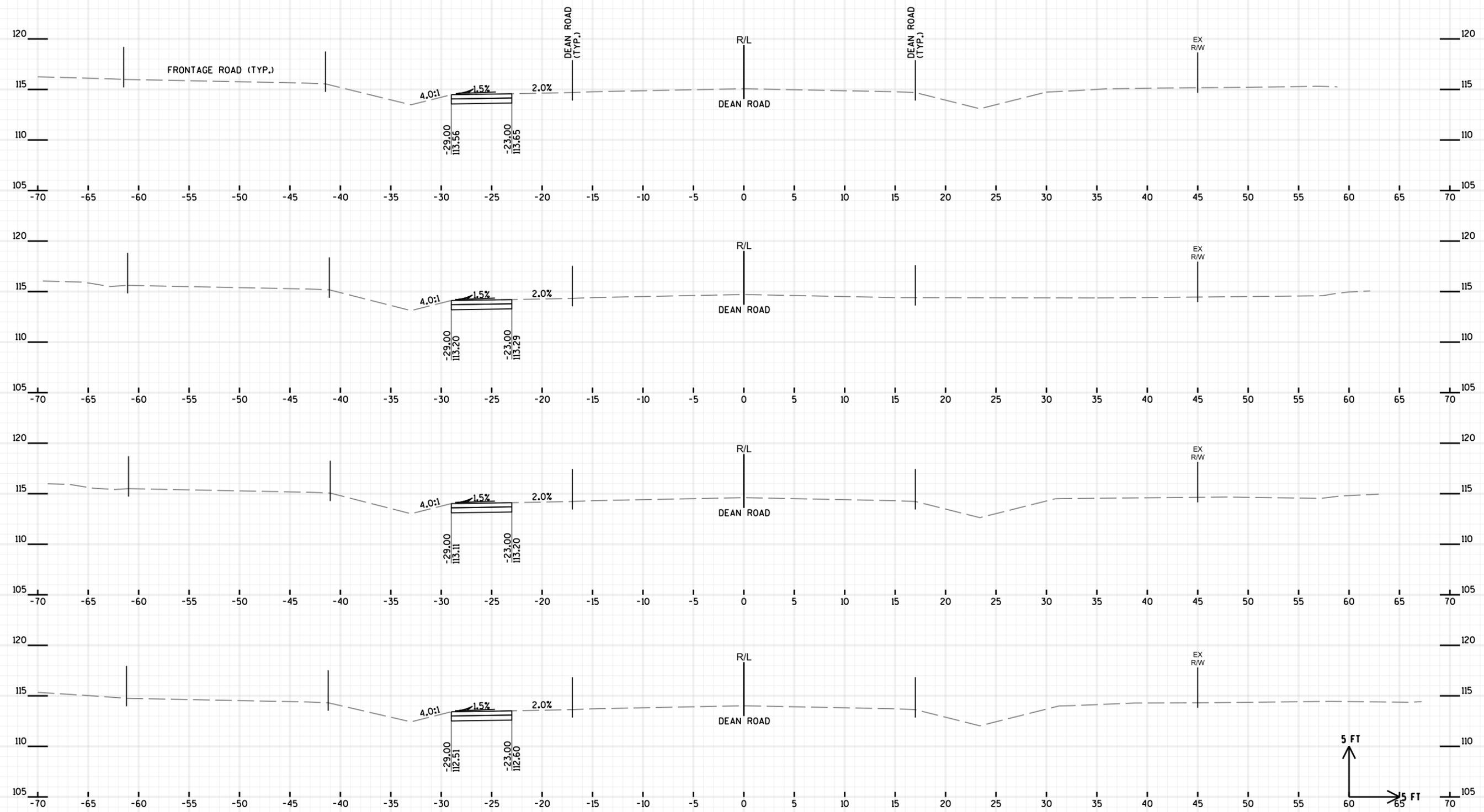


13+90  
13+50  
13+15  
13+00  
12+50



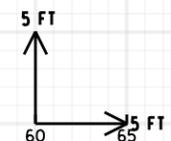
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PROJECT NO: 2972-01-70

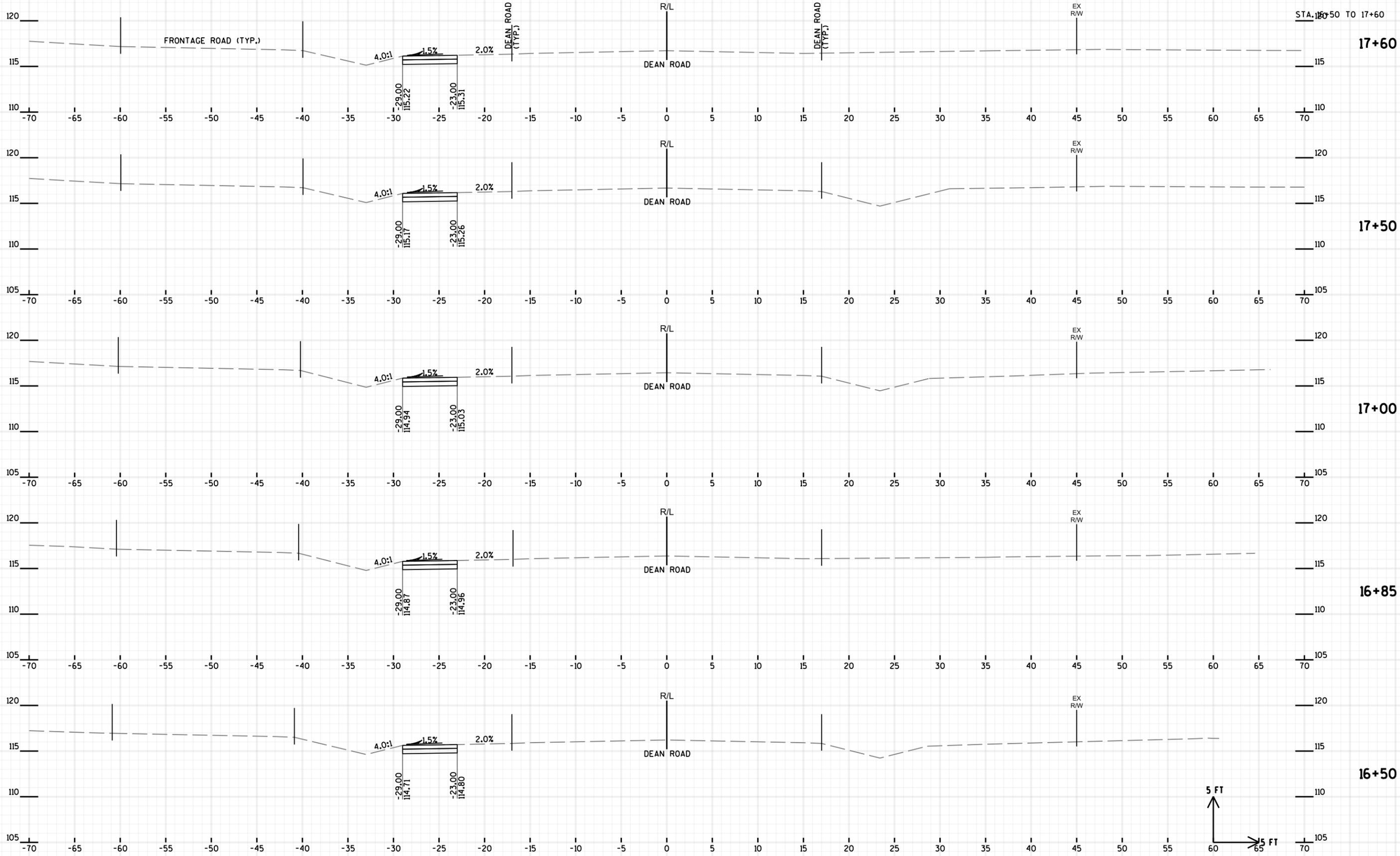
HWY: DEAN ROAD

COUNTY: MILWAUKEE

CROSS SECTIONS: DEAN ROAD

SHEET XS4

E



PROJECT NO: 2972-01-70

HWY: DEAN ROAD

COUNTY: MILWAUKEE

CROSS SECTIONS: DEAN ROAD

SHEET XS5

E

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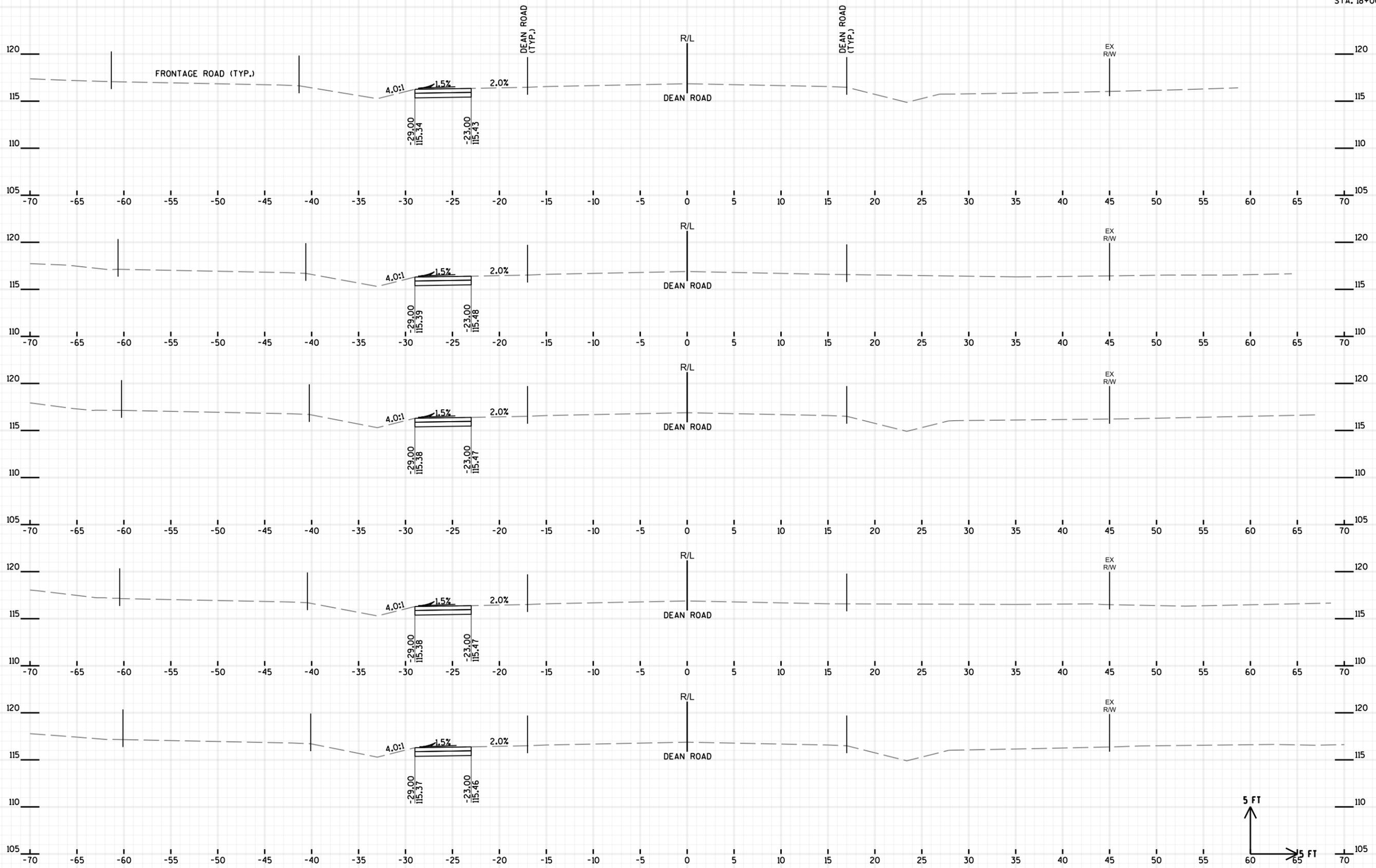
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PLOT BY : \$\$...plotuser...\$\$

PLOT NAME :

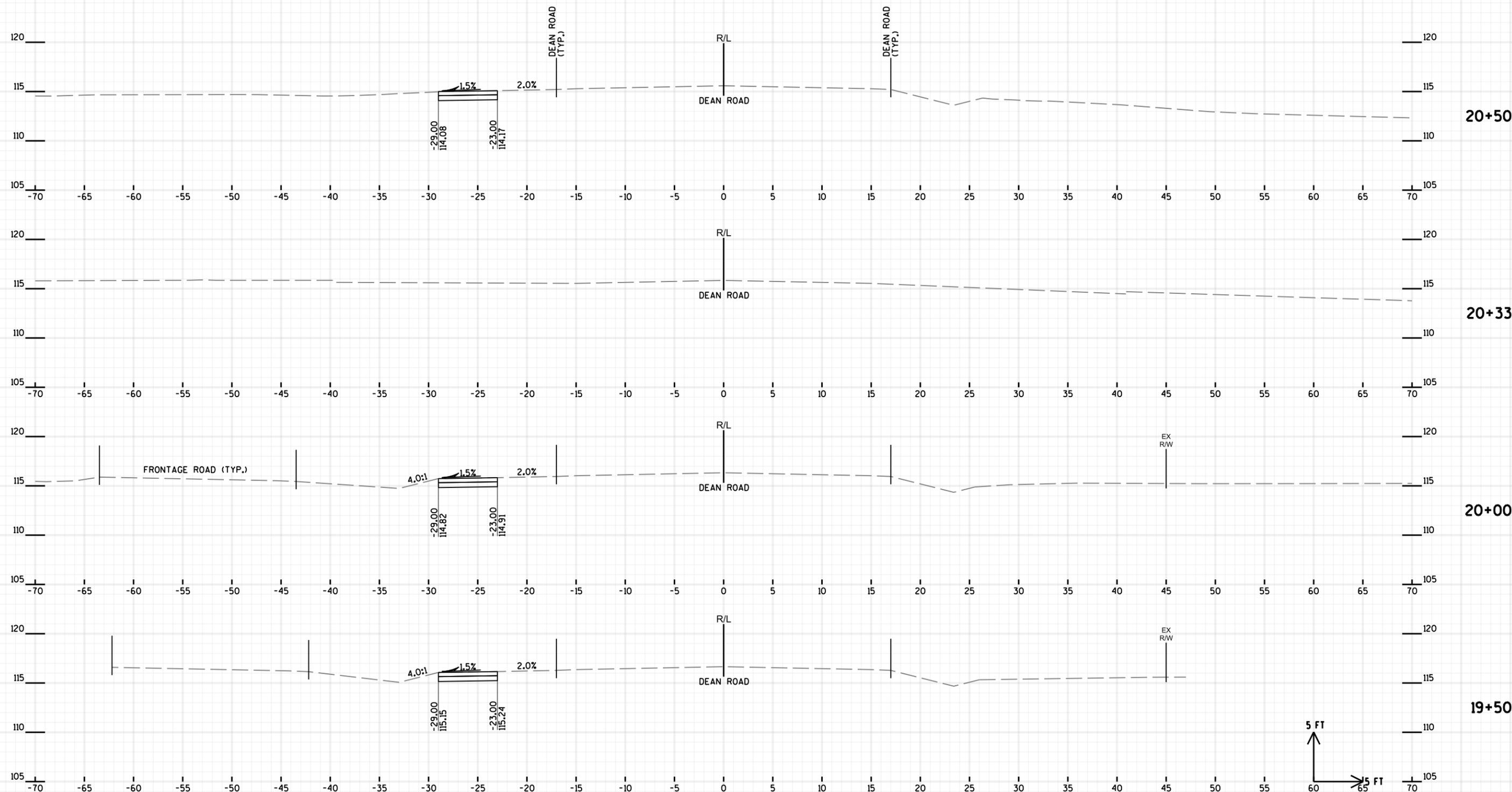
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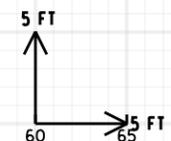
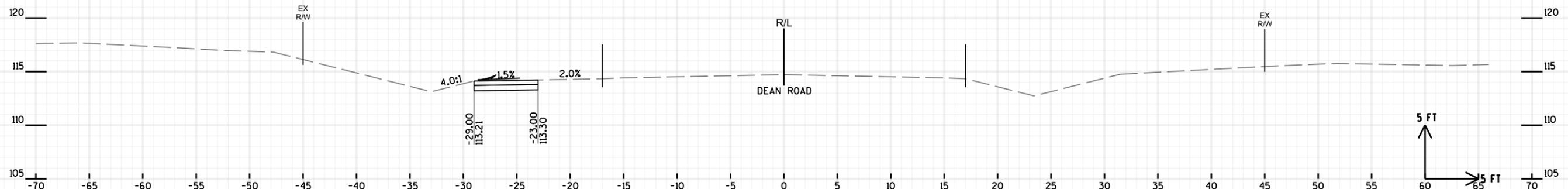
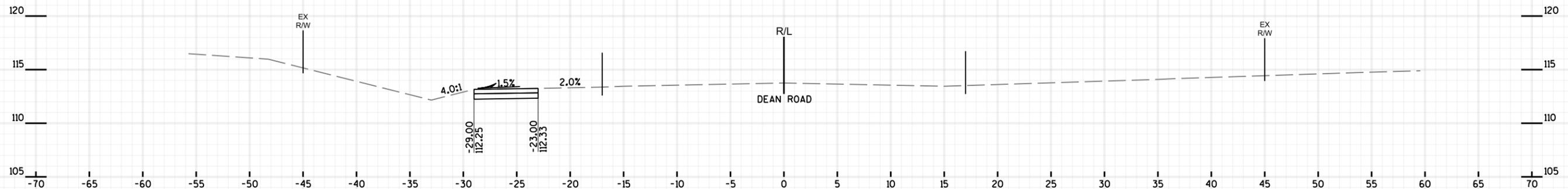
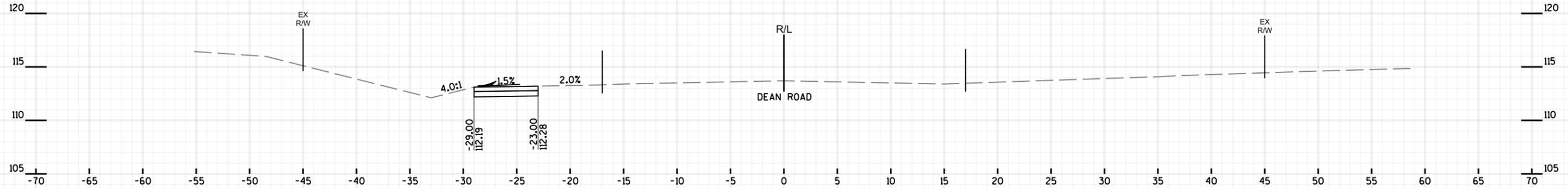
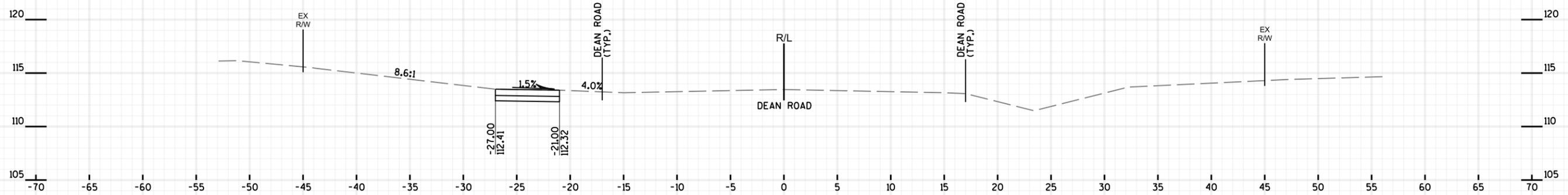
WISDOT/CADDS SHEET 21



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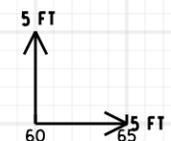
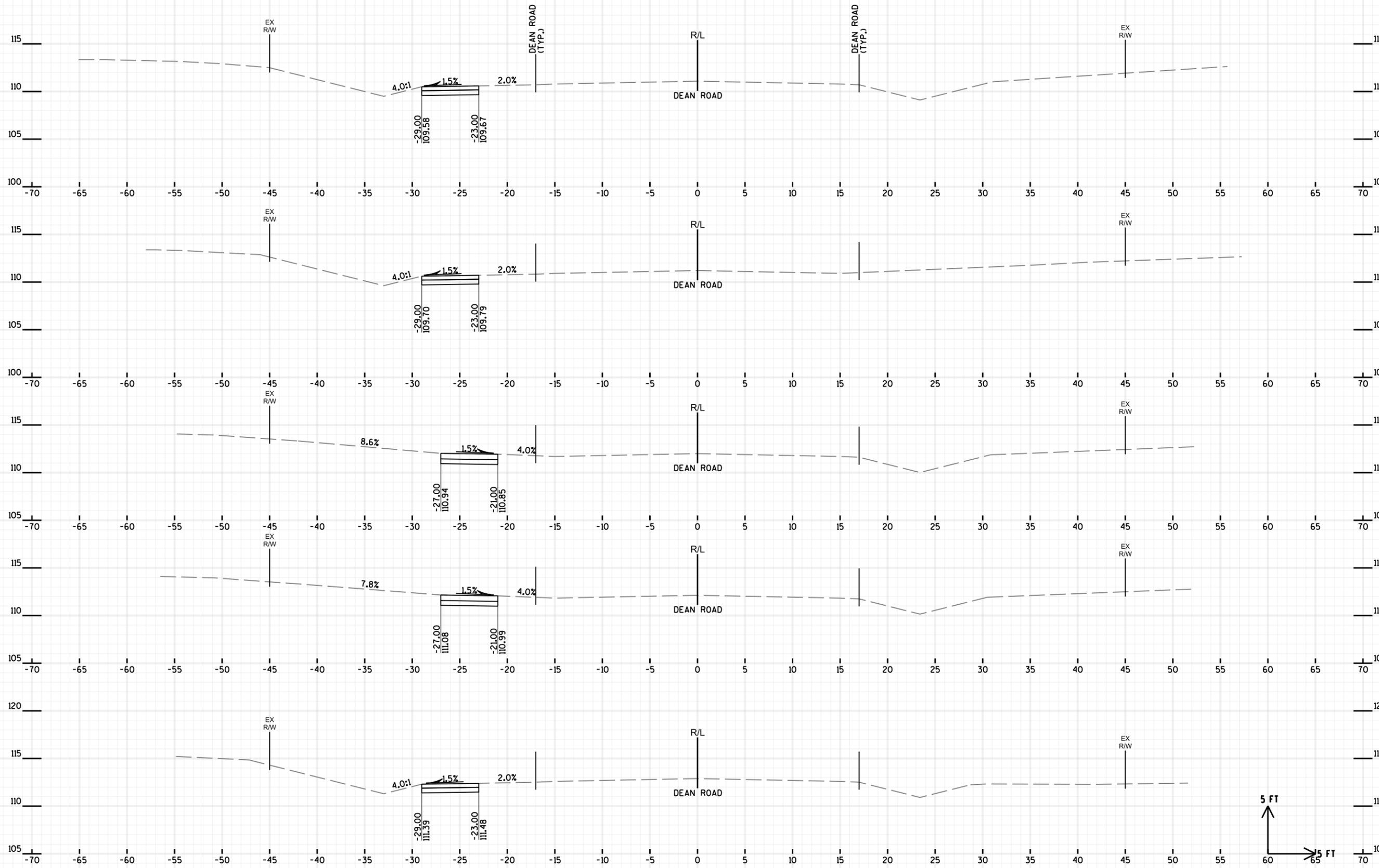
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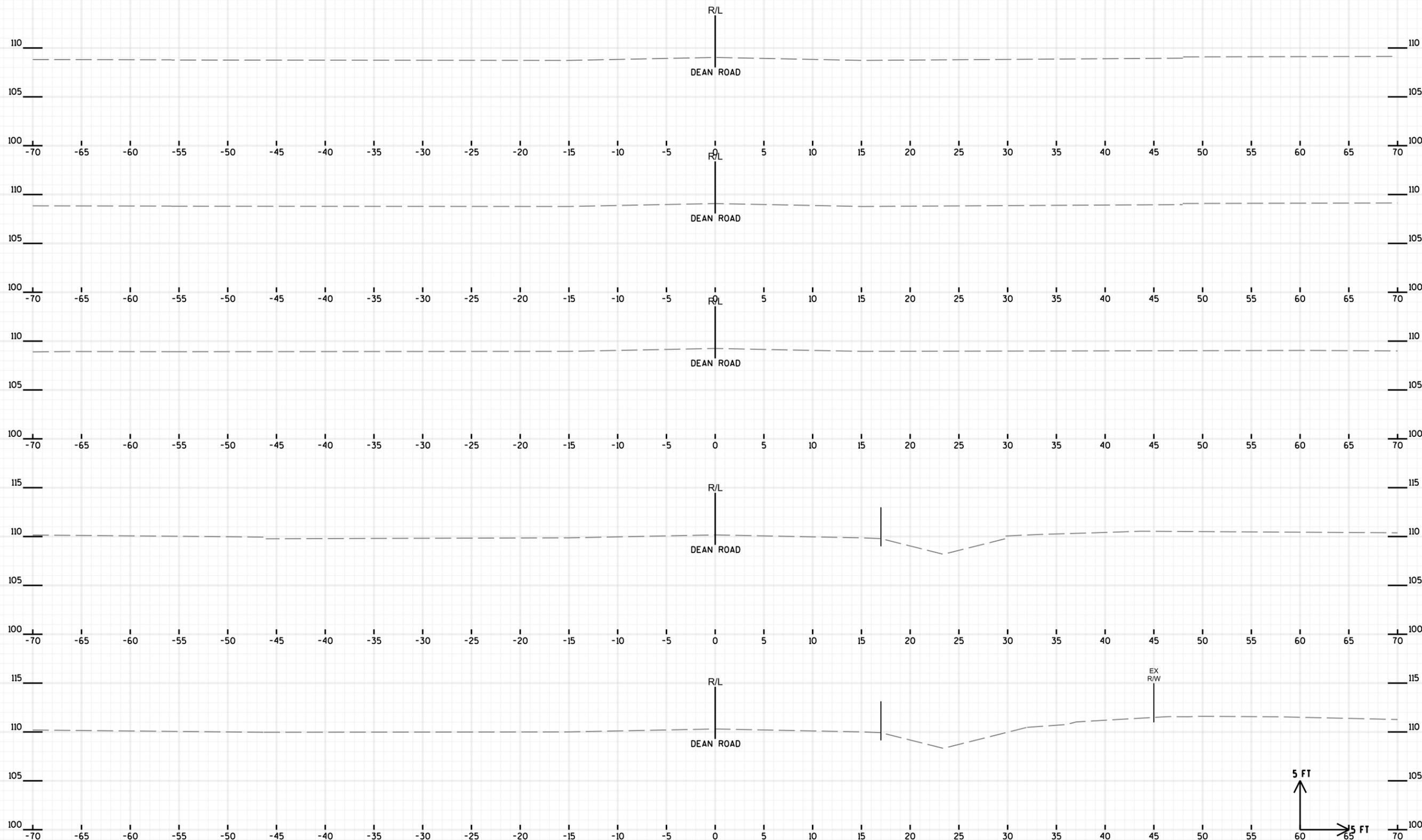
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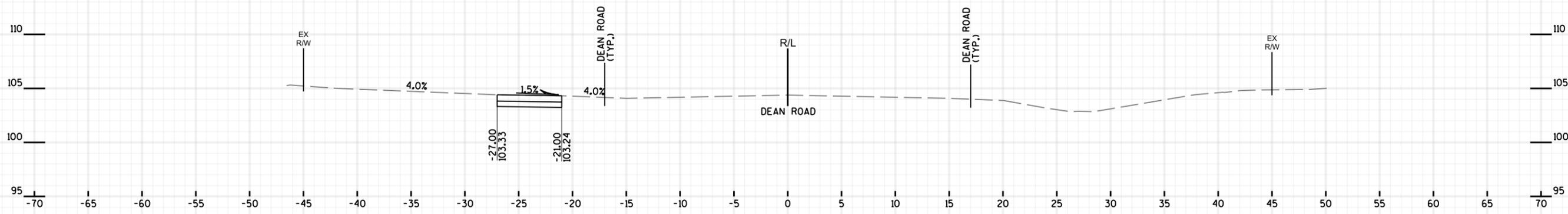
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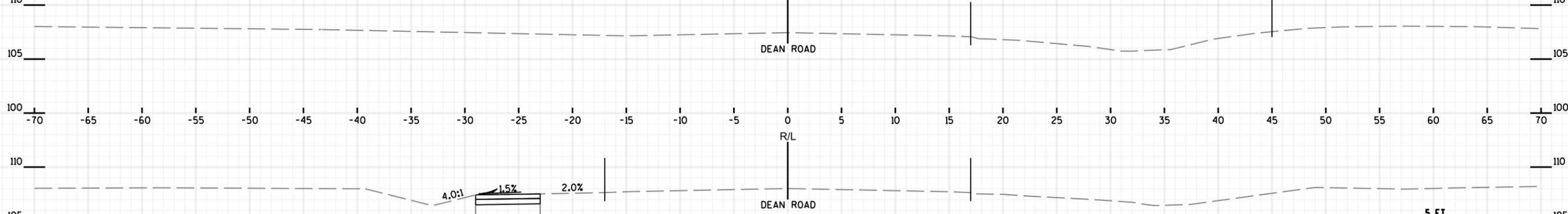
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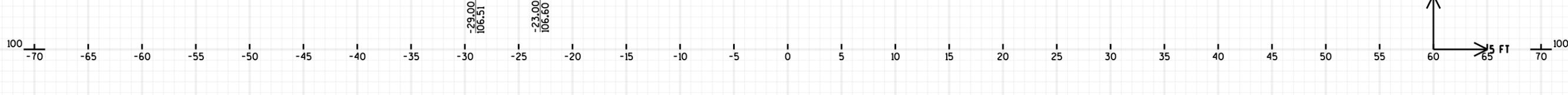
25+50



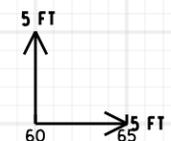
25+00



24+73

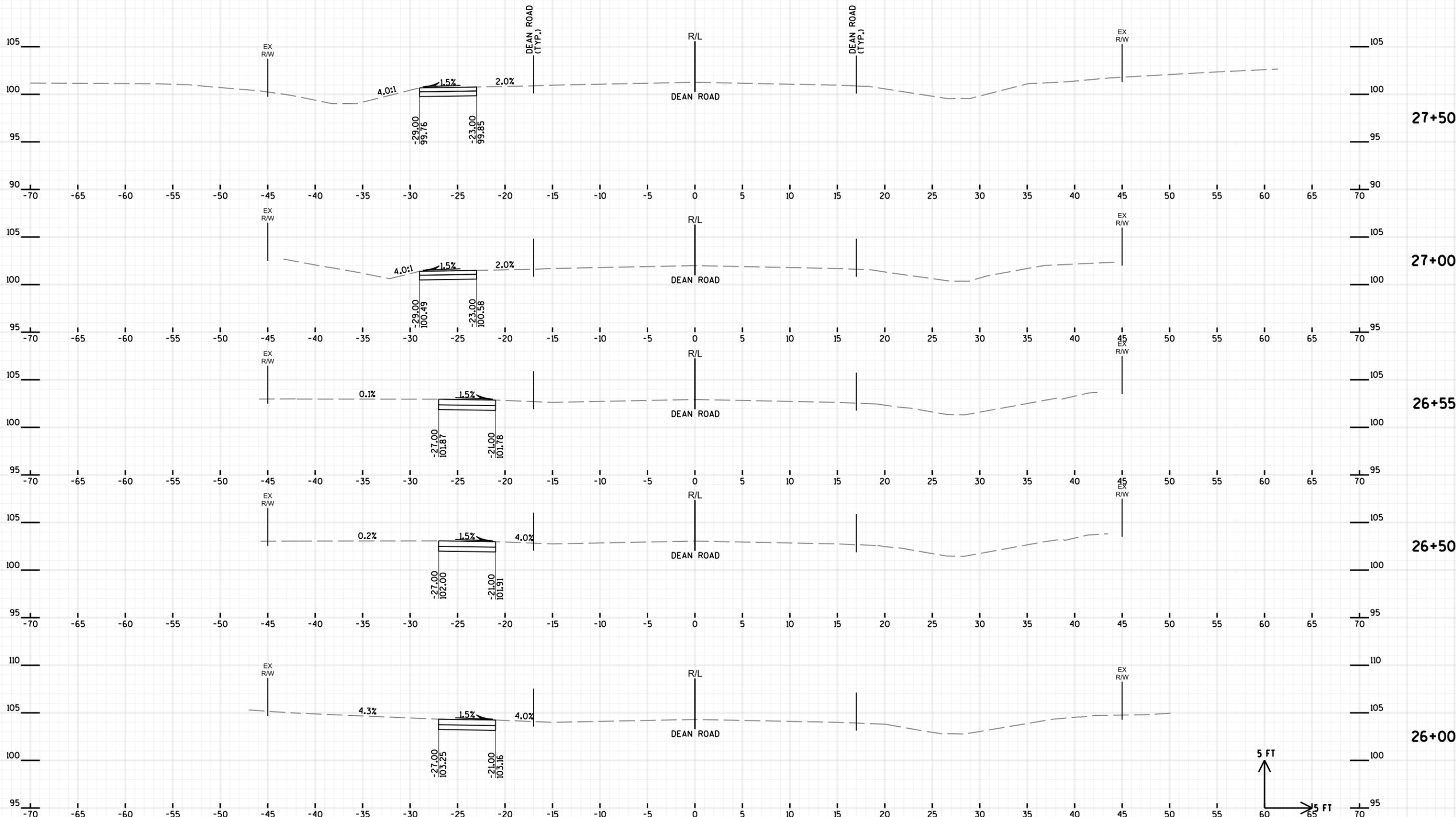


24+50

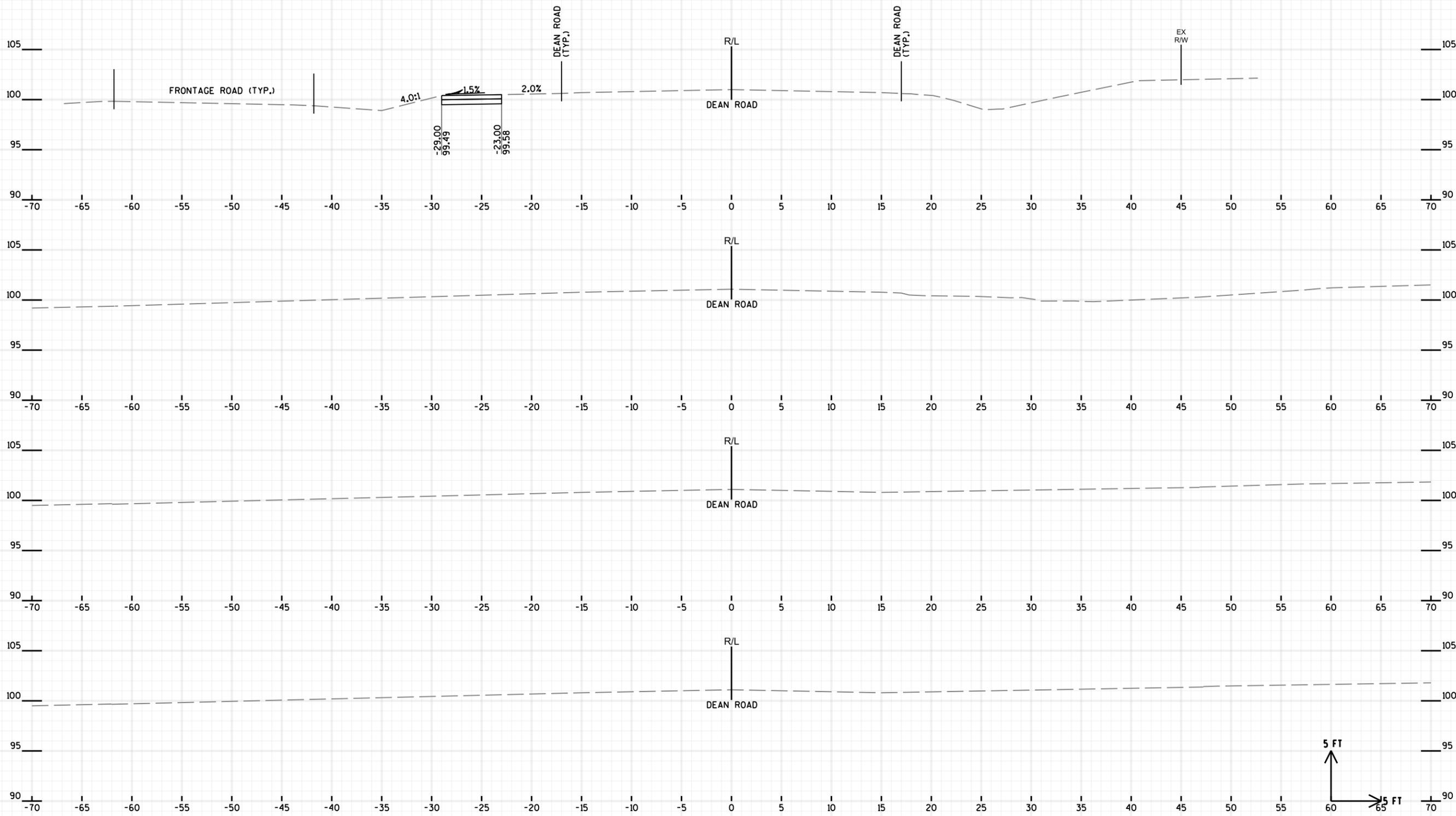


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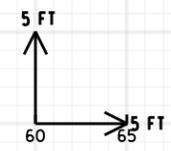


28+50

28+00

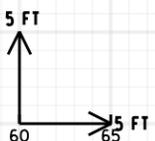
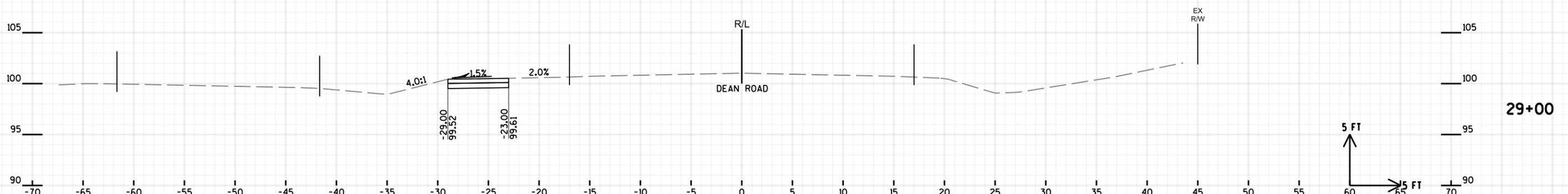
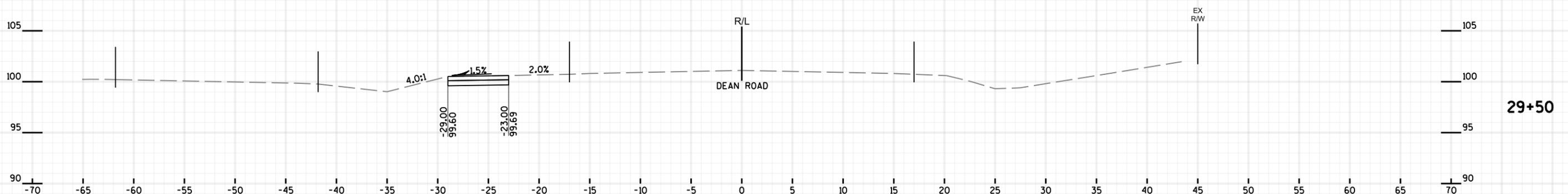
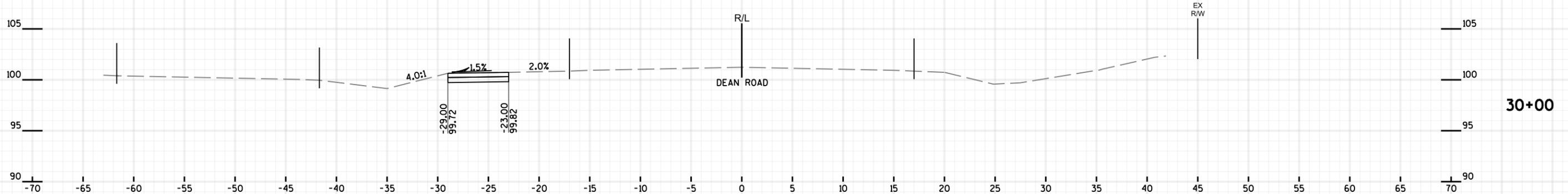
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27+85



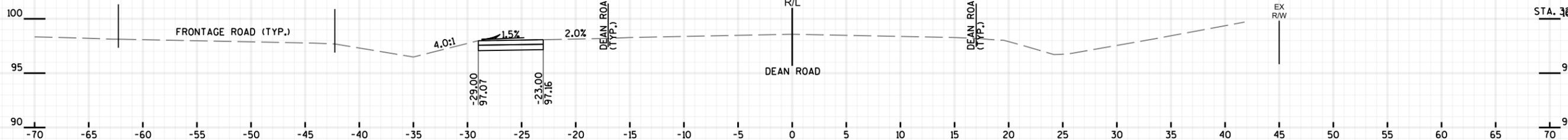
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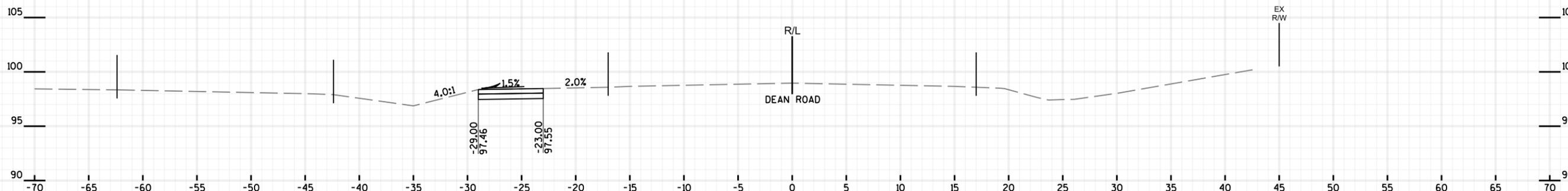


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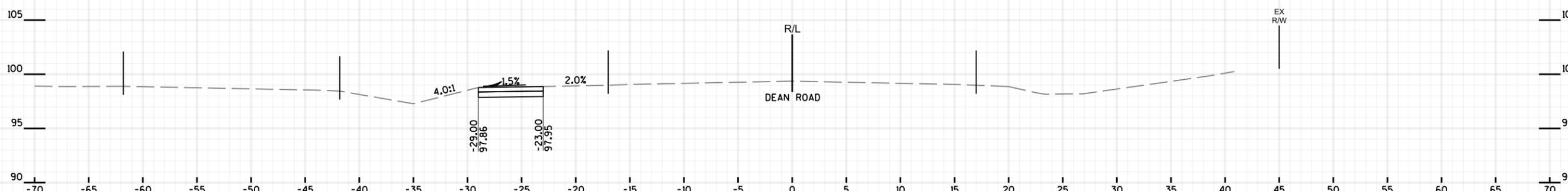




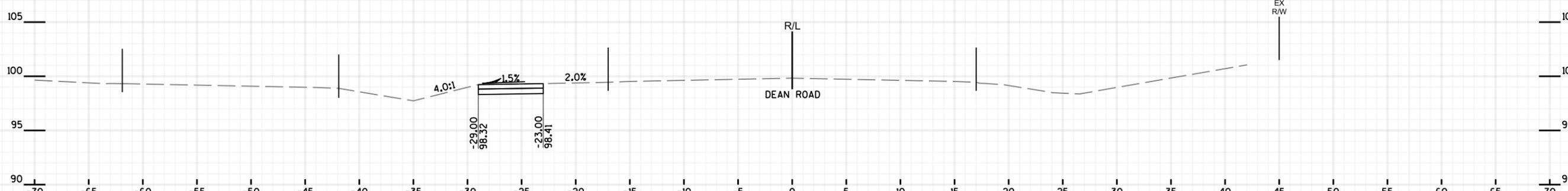
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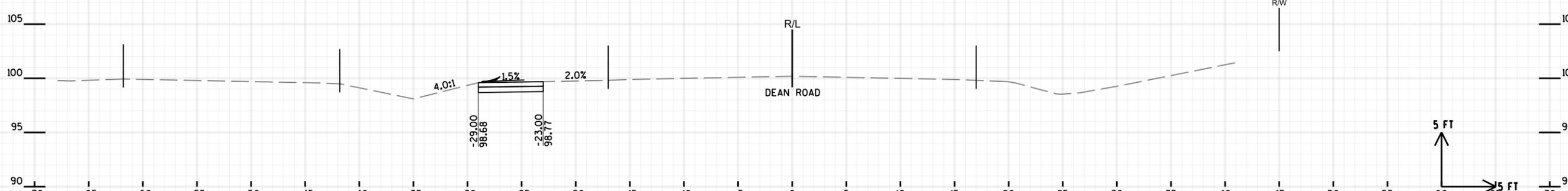
34+00



33+50



33+00

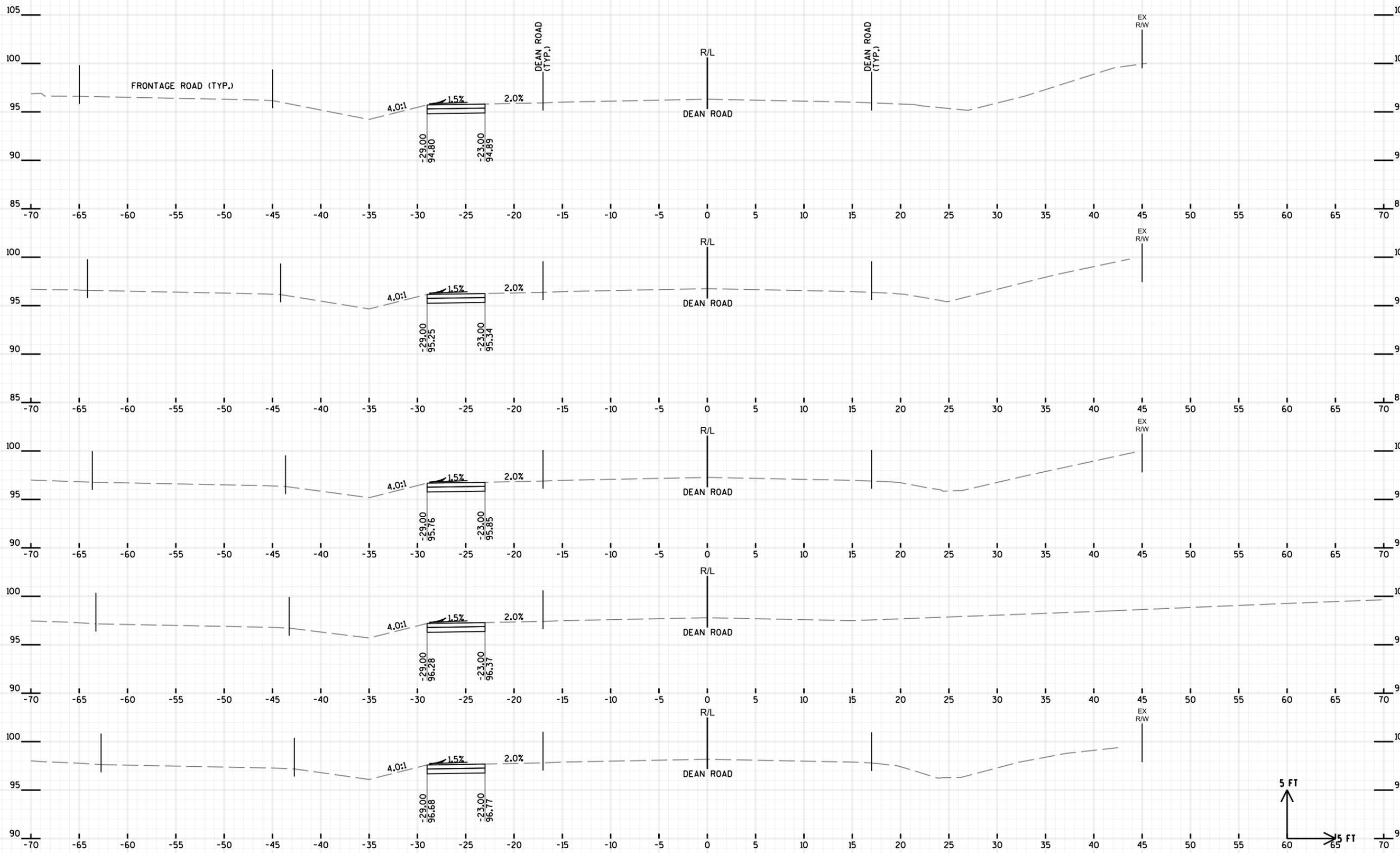


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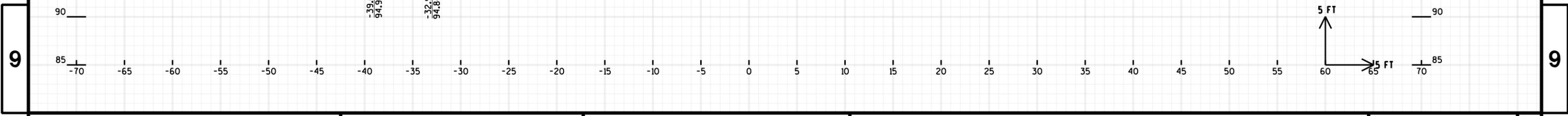
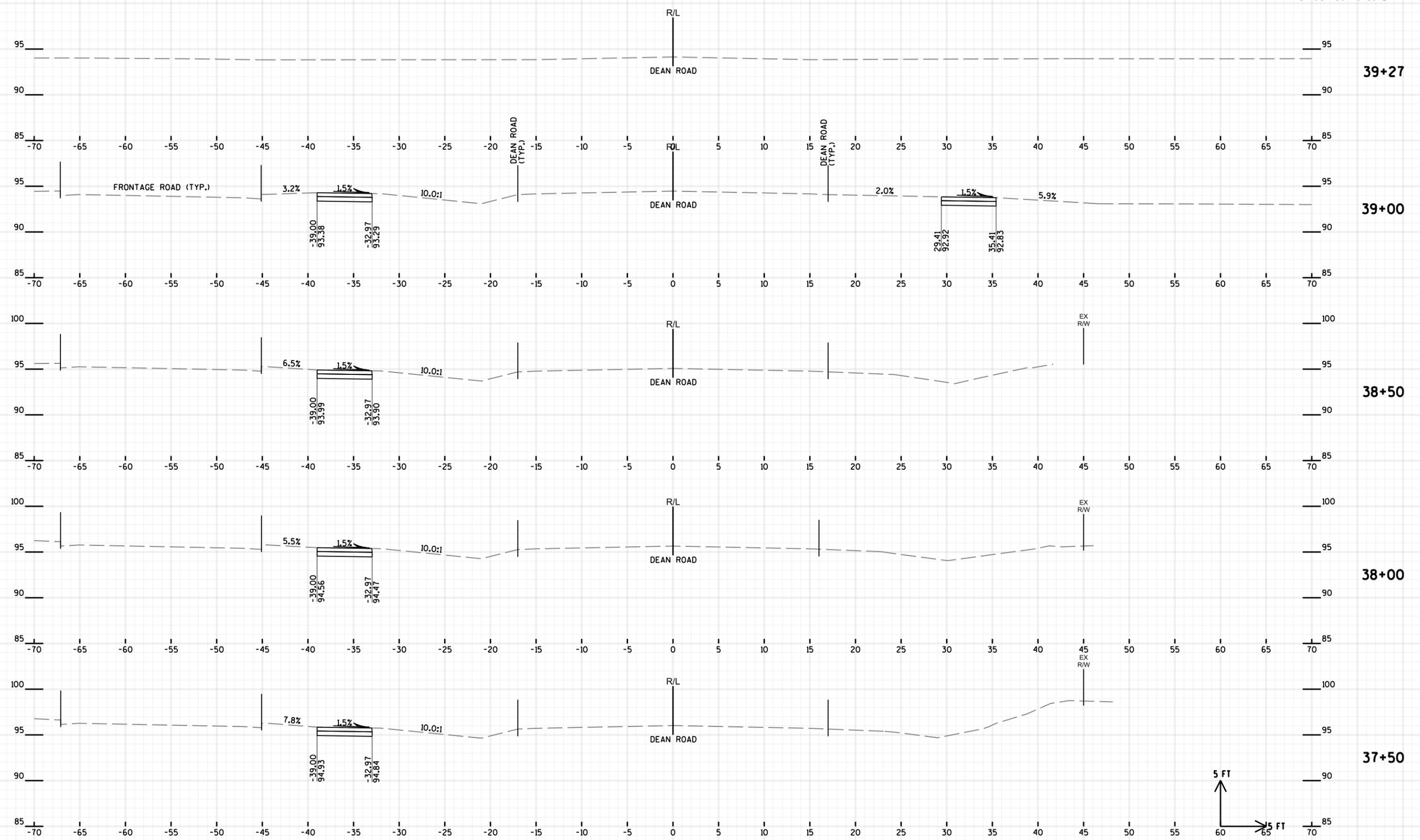


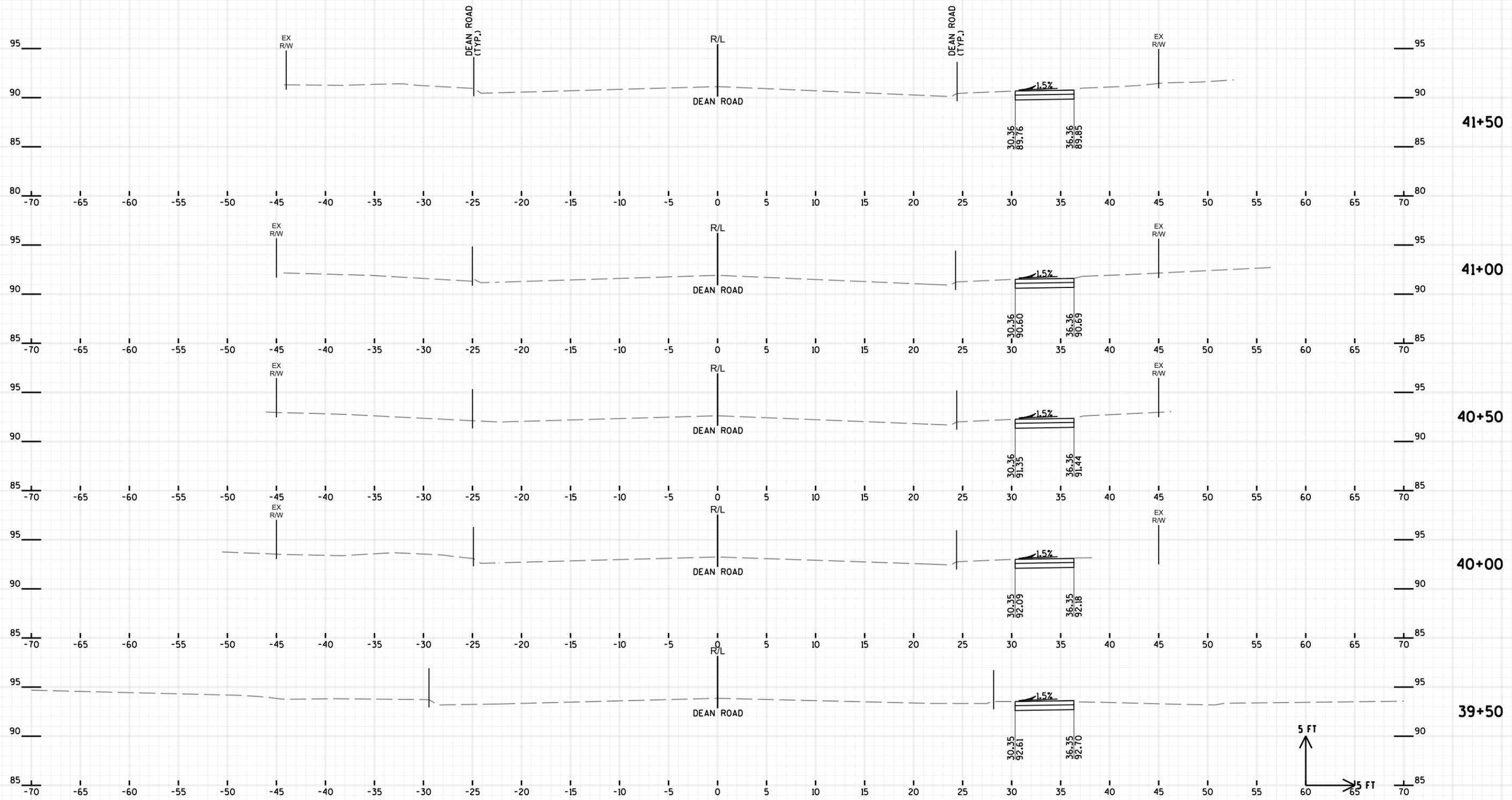
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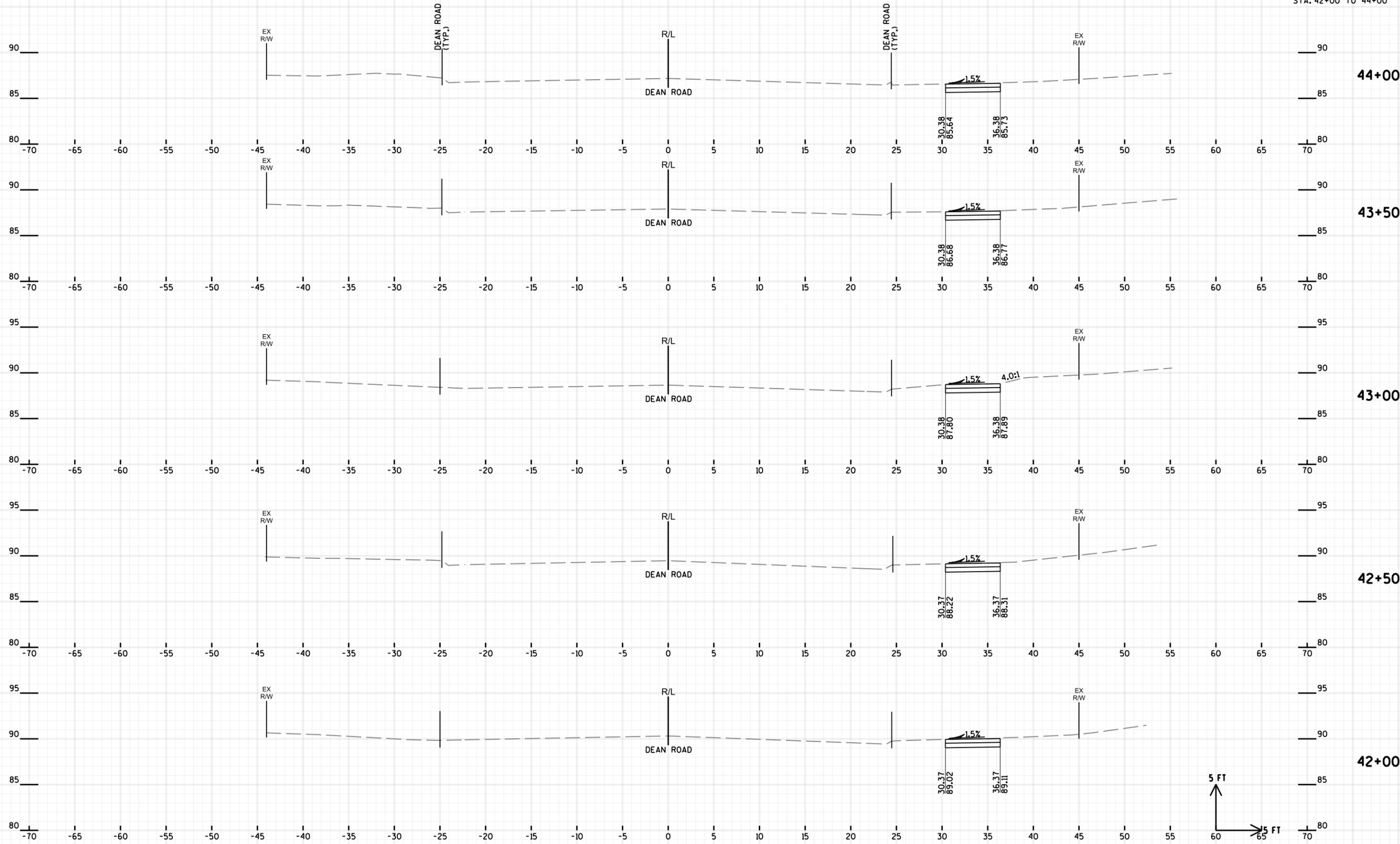


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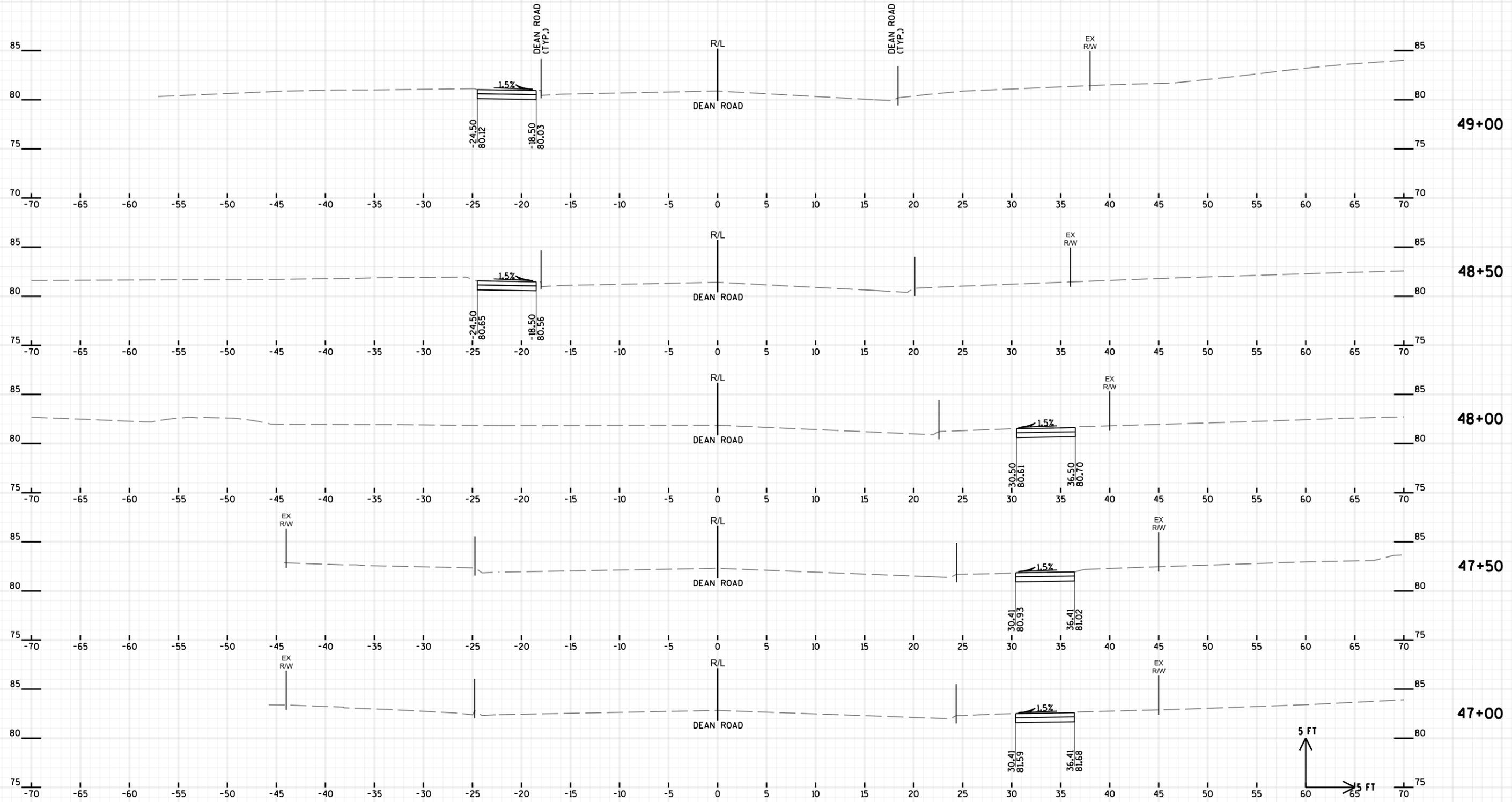


9 9



9 9





9

9

PROJECT NO: 2972-01-70

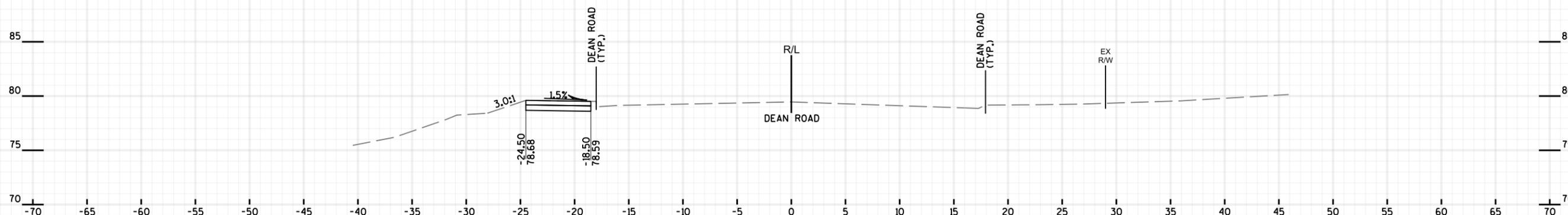
HWY: DEAN ROAD

COUNTY: MILWAUKEE

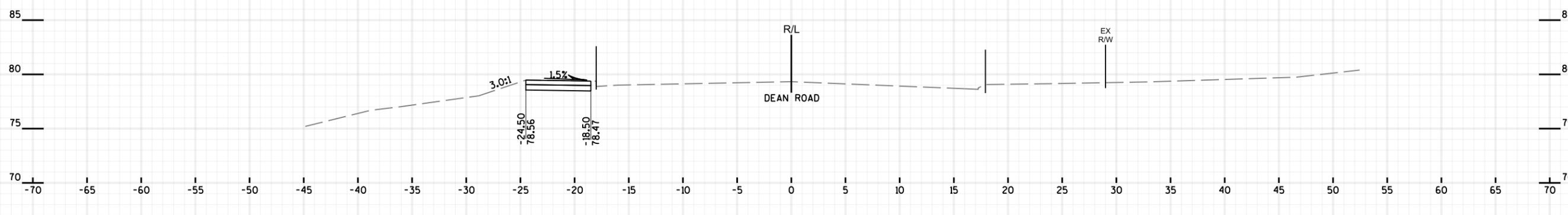
CROSS SECTIONS: DEAN ROAD

SHEET XS22

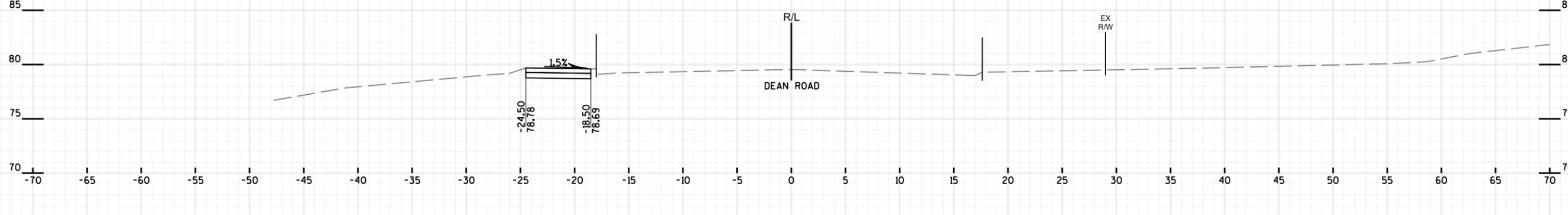
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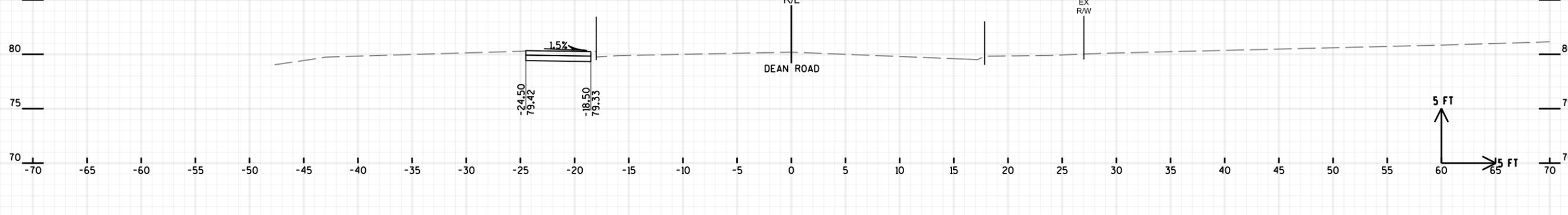
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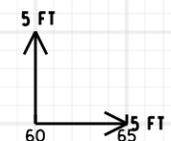
50+50



50+00

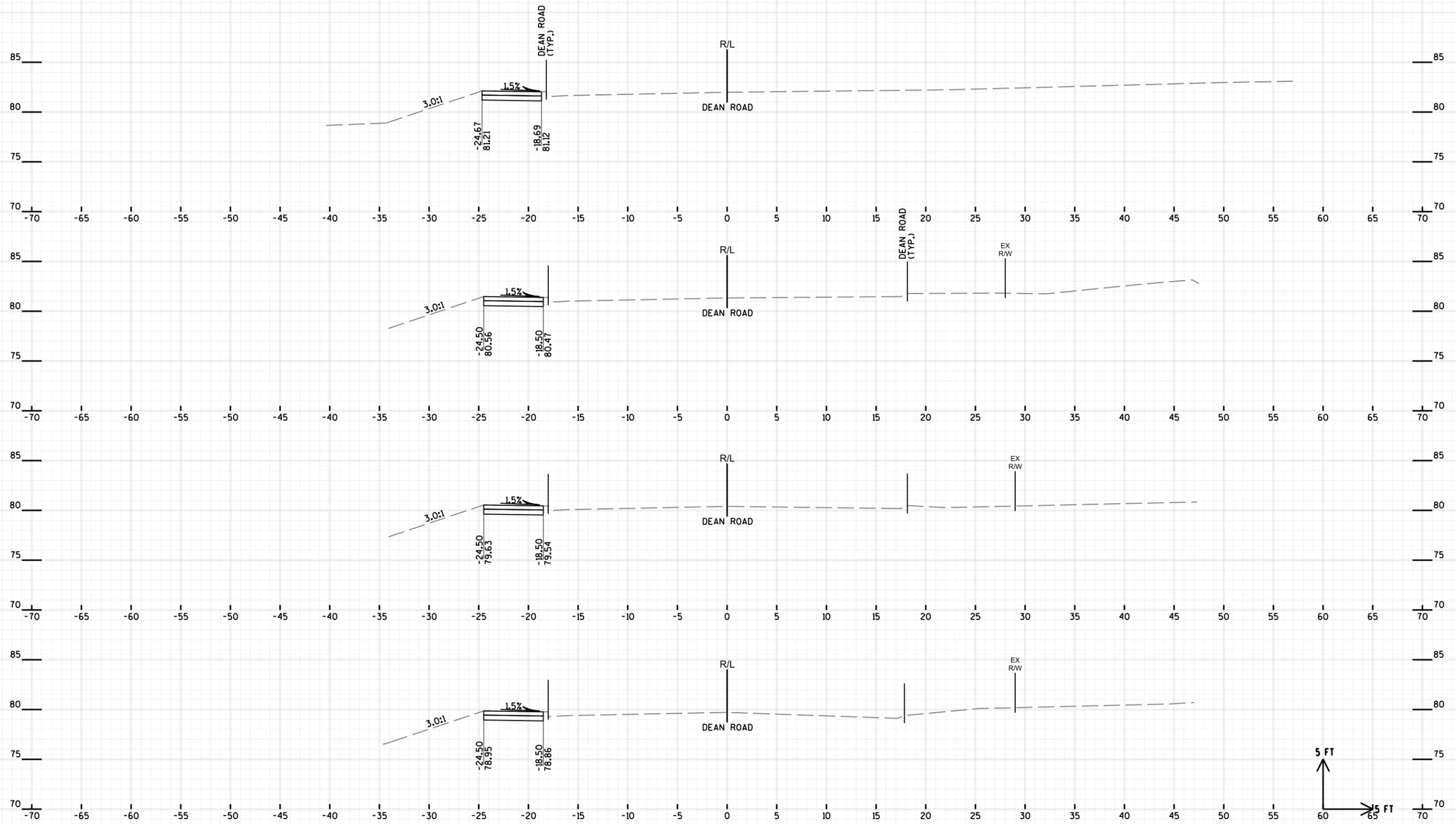


49+50



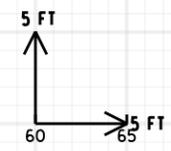
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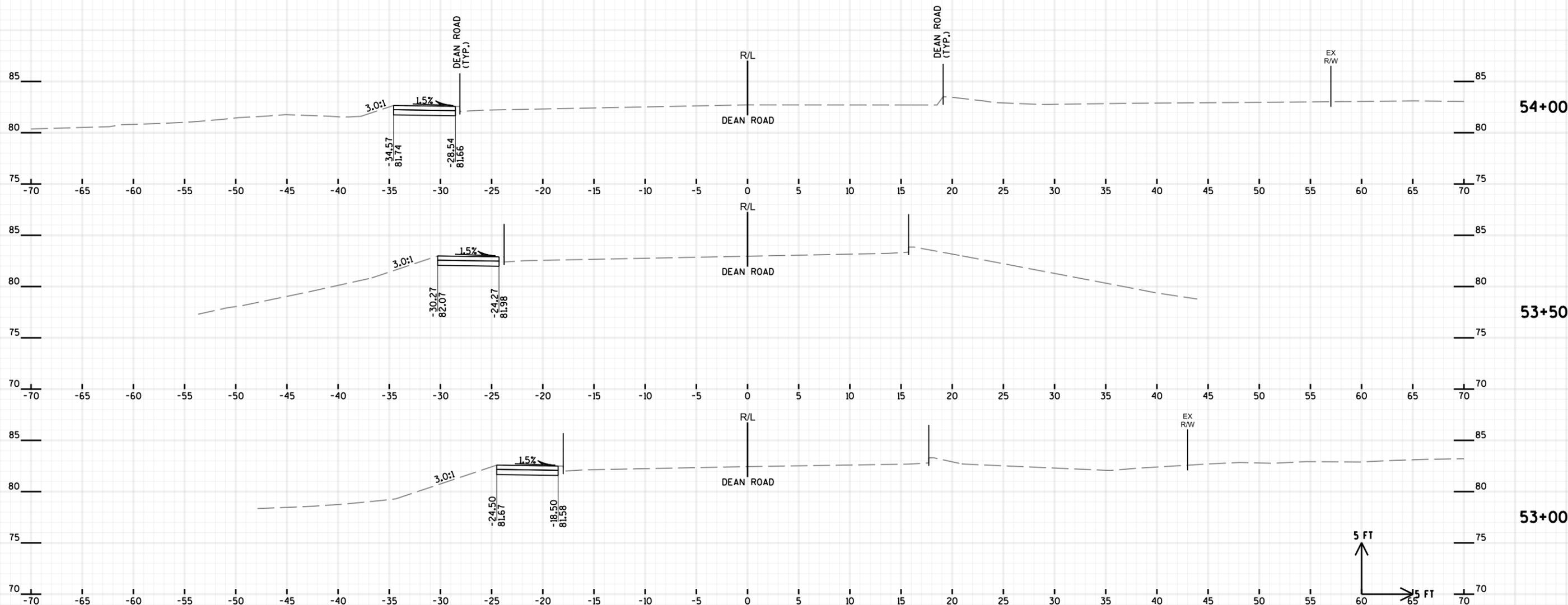
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9

9





9

9

Item	2014
BLS service and/or treatment without transport (Resident)	104.44
BLS service and/or treatment without transport (Non-Resident)	156.16
Paramedic service and/or treatment without transport (Resident)	129.79
Paramedic service and/or treatment without transport (Non-Resident)	177.45
BLS service with transport (Resident)	602.32
BLS service with transport (Non-Resident)	729.07
Paramedic service with transport Level - ALS-1 (Resident)	687.49
Paramedic service with transport Level - ALS-2 (Resident)	791.93
Paramedic service with transport Level - ALS-1 (Non-Resident)	812.21
Paramedic service with transport Level - ALS-2 (Non-Resident)	936.94
Paramedic service and invasive treatment without transport (Resident)	129.79
Paramedic service and invasive treatment without transport (Non-Resident)	182.52
Defibrillation	104.44
IV and supplies	62.87
Intubation	78.08
ALS supplies	83.15
Oxygen and supplies	78.08
Mileage (rate per loaded mile)	15.21
EKG	104.44
Drugs, Group-1: Albuterol, Amioderone (30 mg), Aspirin, Atropine, Benadryl, Dextrose, D5W, Glucose (oral), Nitroglycerin, Sodium Normal Saline (bags & carpujet), Versed	33.46
Drugs, Group-2: Calcium Chloride, Dopamine, Epinephrine (IM or IV, not by Epi-pen), Lidocaine, Sodium Bicarbonate	38.53
Drugs, Group-3: Fentanyl, Narcan	49.69
Epinephrine by Epi-pen	99.37
Adenosine	93.29
Glucagon, up to 1 Mg	93.29
E-Z IO	124.72
Spinal Immobilization	129.79
Triage barcode wristbands	3.04
Cyano-kits	936.94
CPAP mask	46.64

<b>Fire Prevention Permits/Inspections</b>	<b>2014</b>
Fire Department Services for Vehicles	\$500
Occupancy Inspection	\$75.00 (\$25/multi-family unit with \$75 minimum)
Work without Permit	Double normal fee
Re-inspection Fee	\$75
Special Plan Review/Inspection	Subject to actual cost
Variance Requests	\$100/code section
Inspection Request (less than 72 hrs notice)	\$75/hr 2 hr. minimum
Inspection Non-Business Hours	\$100/hr 2 hr. minimum
<b>Plan Review (Includes Site Inspection):</b>	
Construction Compliance with Fire Code	\$.07/sq. ft. (\$75 minimum)
Performance Based or Alternative Design	\$.07/sq. ft. (\$100 minimum)
Fire Alarm and Detection Systems	\$.07/sq. ft. (\$75 minimum)
Audio/Visual Annunciation Systems	\$250 up to 20 devices, \$500 over 20 devices
Hood and Duct Suppression Systems	\$100 per system
Other Suppression Systems (FM200, Cardox, etc.)	\$100/plan
Smoke Evacuation	\$75/plan
Water-based Sprinkler Systems (new or altered <20 heads)	\$100
Water-based Sprinkler Systems (new or altered >20 heads)	\$.07/sq. ft. (\$100 minimum)
Spray Booth Operations	\$100
<b>Acceptance Tests:</b>	
Hydro-test of Sprinkler Piping (2 hr. test)	\$125
Fire Pump	\$100
Fire Alarm and Detection System	\$100
Hood and Duct Suppression System	\$100
Other Suppression	\$100
Smoke Evacuation System	\$100
Spray Booth System	\$100
<b>Other Permit Items:</b>	
Bonfires, Cermonial Fires, Vegetation Burns	\$50
Hot Work	\$25
Indoor Vehicle Exhibits	\$25
Building Demolition	\$250
Tents for Public Assembly >400 sq. ft.	\$50
Temporary Fuel Storage	\$50
Fireworks Displays	\$125
Code Consulting/Emergency Planning	\$75/hour

<b>Administrative/Other Fees</b>	<b>2014</b>
CPR Certification	\$70/student
Open Records Requests	\$.25/page



<b>2015</b>
107.31
160.45
133.36
182.33
618.88
749.12
706.40
813.71
834.55
962.70
133.36
187.54
107.31
64.60
80.23
85.43
80.23
15.63
107.31
34.38
39.59
51.05
102.10
95.85
95.85
128.15
133.36
3.13
962.70
47.93

2015
\$500
\$75.00 (\$25/multi-family unit with \$75 minimum)
Double normal fee
\$75
Subject to actual cost
\$100/code section
\$75/hr 2 hr. minimum
\$100/hr 2 hr. minimum
\$.07/sq. ft. (\$75 minimum)
\$.07/sq. ft. (\$100 minimum)
\$.07/sq. ft. (\$75 minimum)
\$250 up to 20 devices, \$500 over 20 devices
\$100 per system
\$100/plan
\$75/plan
\$100
\$.07/sq. ft. (\$100 minimum)
\$100
\$125
\$100
\$100
\$100
\$100
\$100
\$100
\$100
\$50
\$25
\$25
\$250
\$50
\$50
\$125
\$75/hour

2015
\$70/student
\$ .25/page



STATE OF WISCONSIN : [CITY/VILLAGE] OF : MILWAUKEE COUNTY

**RESOLUTION NO.**

**A Resolution Recommending the 2015 North Shore Fire Department Fees For Service Schedule.**

**WHEREAS**, the Board of Directors of the North Shore Fire Department has recommended that the 2015 North Shore Fire Department Fees for Services, attached to and made a part of this Resolution (hereinafter the "Service Fees"), be approved by each of the municipalities a party to the 1994 Amended and Restated North Shore Fire Department Agreement (hereinafter "the Agreement"); and

**WHEREAS**, the Agreement requires that all fees for service must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by not less than five (5) of these seven (7) municipalities; and

**WHEREAS**, upon approval by not less than five (5) of these seven (7) municipalities the appropriate North Shore Fire Department officials are authorized to charge and collect the Service Fees; and

**NOW, THEREFORE, BE IT RESOLVED**, by the [Village Board/City Council] of the [Village/City] of \_\_\_\_\_ that the [Village/City] of \_\_\_\_\_ hereby approves the Service Fees in the form presented as attached and directs the [Village/City] Clerk to provide a certified copy of this Resolution to the North Shore Fire Department.

**PASSED AND ADOPTED** by the [Village Board/City Council] of the [Village/City] of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

[VILLAGE/CITY] OF \_\_\_\_\_

\_\_\_\_\_  
[Village President/Mayor]

Countersigned:

\_\_\_\_\_  
(Name)  
(Title)

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT: MILWAUKEE COUNTY

**RESOLUTION NO. – 14-05**

**A Resolution Recommending the 2015 NSFD  
Fees For Service Schedule.**

---

**WHEREAS**, the Board of Directors of the North Shore Fire Department (“NSFD”) can recommend fees for service to be charged by the Department to the member municipalities for their approval in accordance with the Amended and Restated North Shore Fire Department Agreement (“the Agreement”); and

**WHEREAS**, the Board of Directors of the NSFD hereby finds that the implementation of fees for service are necessary to recover costs incurred by the Department to provide certain services.

**NOW, THEREFORE, BE IT RESOLVED**, that a majority of the Board of Directors recommends the implementation of the updated fees detailed in the 2015 NSFD Fees for Service Schedule attached to this Resolution.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
Julie Siegel, President

Countersigned:

  
\_\_\_\_\_

Robert Brunner, Secretary

Item	2014	2015
BLS service and/or treatment without transport (Resident)	104.44	107.31
BLS service and/or treatment without transport (Non-Resident)	156.16	160.45
Paramedic service and/or treatment without transport (Resident)	129.79	133.36
Paramedic service and/or treatment without transport (Non-Resident)	177.45	182.33
BLS service with transport (Resident)	602.32	618.88
BLS service with transport (Non-Resident)	729.07	749.12
Paramedic service with transport Level - ALS-1 (Resident)	687.49	706.40
Paramedic service with transport Level - ALS-2 (Resident)	791.93	813.71
Paramedic service with transport Level - ALS-1 (Non-Resident)	812.21	834.55
Paramedic service with transport Level - ALS-2 (Non-Resident)	936.94	962.70
Paramedic service and invasive treatment without transport (Resident)	129.79	133.36
Paramedic service and invasive treatment without transport (Non-Resident)	182.52	187.54
Defibrillation	104.44	107.31
IV and supplies	62.87	64.60
Intubation	78.08	80.23
ALS supplies	83.15	85.43
Oxygen and supplies	78.08	80.23
Mileage (rate per loaded mile)	15.21	15.63
EKG	104.44	107.31
Drugs, Group-1: Albuterol, Amioderone (30 mg), Aspirin, Atropine, Benadryl, Dextrose, D5W, Glucose (oral), Nitroglycerin, Sodium Normal Saline (bags & carpujet), Versed	33.46	34.38
Drugs, Group-2: Calcium Chloride, Dopamine, Epinephrine (IM or IV, not by Epi-pen), Lidocaine, Sodium Bicarbonate	38.53	39.59
Drugs, Group-3: Fentanyl, Narcan	49.69	51.05
Epinephrine by Epi-pen	99.37	102.10
Adenosine	93.29	95.85
Glucagon, up to 1 Mg	93.29	95.85
E-Z IO	124.72	128.15
Spinal Immobilization	129.79	133.36
Triage barcode wristbands	3.04	3.13
Cyano-kits	936.94	962.70
CPAP mask	46.64	47.93

<b>Fire Prevention Permits/Inspections</b>	<b>2014</b>	<b>2015</b>
Fire Department Services for Vehicles	\$500	\$500
Occupancy Inspection	\$75.00 (\$25/multi-family unit with \$75 minimum)	\$75.00 (\$25/multi-family unit with \$75 minimum)
Work without Permit	Double normal fee	Double normal fee
Re-inspection Fee	75	75
Special Plan Review/Inspection	Subject to actual cost	Subject to actual cost
Variance Requests	\$100/code section	\$100/code section
Inspection Request (less than 72 hrs notice)	\$75/hr 2 hr. minimum	\$75/hr 2 hr. minimum
Inspection Non-Business Hours	\$100/hr 2 hr. minimum	\$100/hr 2 hr. minimum
<b>Plan Review (Includes Site Inspection):</b>		
Construction Compliance with Fire Code	\$.07/sq. ft. (\$75 minimum)	\$.07/sq. ft. (\$75 minimum)
Performance Based or Alternative Design	\$.07/sq. ft. (\$100 minimum)	\$.07/sq. ft. (\$100 minimum)
Fire Alarm and Detection Systems	\$.07/sq. ft. (\$75 minimum)	\$.07/sq. ft. (\$75 minimum)
Audio/Visual Annunciation Systems	\$250 up to 20 devices, \$500 over 20 devices	\$250 up to 20 devices, \$500 over 20 devices
Hood and Duct Suppression Systems	\$100 per system	\$100 per system
Other Suppression Systems (FM200, Cardox, etc.)	\$100/plan	\$100/plan
Smoke Evacuation	\$75/plan	\$75/plan
Water-based Sprinkler Systems (new or altered <20 heads)	\$100	\$100
Water-based Sprinkler Systems (new or altered >20 heads)	\$.07/sq. ft. (\$100 minimum)	\$.07/sq. ft. (\$100 minimum)
Spray Booth Operations	\$100	\$100
<b>Acceptance Tests:</b>		
Hydro-test of Sprinkler Piping (2 hr. test)	\$125	\$125
Fire Pump	\$100	\$100
Fire Alarm and Detection System	\$100	\$100
Hood and Duct Suppression System	\$100	\$100
Other Suppression	\$100	\$100
Smoke Evacuation System	\$100	\$100
Spray Booth System	\$100	\$100



ATTORNEYS AT LAW

JOHN F. FUCHS  
*COURT COMMISSIONER*  
REBECCA D. BOYLE  
*COURT COMMISSIONER*

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**MEMORANDUM**

**TO: Village Board**

**FROM: John F. Fuchs**

**RE: Resolution and Partial Release**

**DATE: November 25, 2014**

---

Attached is a resolution and partial release of an existing water main easement and grant of a replacement water main easement. Again, similar to the Goodwill site, we are relocating the water easement to accommodate development already approved.

Resolution Approving Partial  
Release of Existing Water Main  
Easement and Grant of Replacement  
Water Main Easement

---

Resolution No. 14-\_\_\_\_\_

**WHEREAS**, the Village of Brown Deer contemplates the redevelopment of the site currently referenced as the Beaver Creek area in the vicinity of 60<sup>th</sup> and Brown Deer Road, which site will be redeveloped by Beaver Creek RE, LLC, and

**WHEREAS**, the contemplated redevelopment will require and be accommodated by release of an existing water main easement and a grant of a replacement easement to accommodate the contemplated redevelopment,

**NOW, THEREFORE, BE IT RESOLVED**, that the Village of Brown Deer approves the partial release of an existing water main easement and grant of replacement water main easement documents as attached hereto, and authorizes execution by the Village President and Village Clerk.

**BE IT FURTHER RESOLVED**, that upon full execution of such documents, the Village Attorney shall facilitate recording with the Milwaukee County Register of Deeds.

**PASSED AND ADOPTED** by the Village Board of the Village of Brown Deer, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Carl Krueger, Village President

Countersigned:

\_\_\_\_\_  
Jill Kenda-Lubetski, Village Clerk

This instrument was drafted by  
and after recordation to be  
returned to:

Leonard, O'Brien, Spencer,  
Gale & Sayre, Ltd.  
100 South Fifth Street, #2500  
Minneapolis, MN 55402

Tax Parcel I.D.:  
(See Exhibits)

**PARTIAL  
RELEASE OF  
AND EXISTING  
WATER MAIN  
EASEMENT  
AND GRANT OF  
REPLACEMENT  
WATER MAIN  
EASEMENT**

*[Above space reserved for recording information]*

THIS PARTIAL RELEASE OF EXISTING WATER MAIN EASEMENT AND GRANT OF REPLACEMENT WATER MAIN EASEMENT (this "**Release and Grant**") is made as of the \_\_\_\_\_ day of December, 2014 by and between **BEAVER CREEK RE, LLC**, a Delaware limited liability company ("**Beaver Creek RE**") and the **VILLAGE OF BROWN DEER**, a Wisconsin municipal corporation (the "**Village**").

**RECITALS**

A. Beaver Creek RE owner of the real property situate in Milwaukee County, Wisconsin, as more particularly described on **Exhibit A** attached hereto (the "**Property**"); the Property encompasses all of Lot 2 of Certified Survey Map No. 7907 recorded on April 17, 2007 in the Office of the Register of Deeds, for Milwaukee County, Wisconsin as Document No. 9418747, being a redivision of Lots 106 and 107, Park Plaza of Brown Deer, and all that part of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Town 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin ("**CSM 7907**").

B. A Water Main Easement (the "**Water Main Easement**") is depicted and reserved on CSM 7907.

C. The development of the Property by Beaver Creek RE requires that the Village release, vacate and abandon that part of the Water Main Easement located on the Property as graphically depicted on **Exhibit B** attached hereto and legally described on **Exhibit C** attached hereto (the "**Released Water Main Easement Area**").

D. In consideration of the Village vacating, abandoning and releasing that portion of the Water Main Easement located on the Property as graphically depicted on **Exhibit B** attached hereto and legally described on **Exhibit C** attached hereto, Beaver Creek RE, as the owner of Property, desires to grant to the Village a replacement water main easement along, in and upon that part of the Property graphically depicted on **Exhibit D** attached hereto and legally described on **Exhibit E** attached hereto (the "**Replacement Water Main Easement Area**").

NOW, THEREFORE, for and in consideration of the foregoing recitals, the terms, conditions and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Resolution passed and adopted by the Village of Brown Deer on December \_\_\_\_\_, 2014 and attached hereto as **Exhibit F**, the parties hereto agree as follows:

1. The Village hereby vacates, abandons and releases any right, title or interest of the Village in that part the Water Main Easement located on the Property as graphically depicted on **Exhibit B** attached hereto and legally described on **Exhibit C** attached hereto.

2. Beaver Creek RE hereby grants to the Village of Brown Deer all of the right, permission and authority necessary for the maintenance and repair of a water main along, in and upon that part Property depicted on **Exhibit D** attached hereto and legally described on **Exhibit E** attached hereto.

3. Beaver Creek RE consents to the entry by the employees, agents or contractors of the Village to the Replacement Water Main Easement Area as reasonably necessary for the inspection, maintenance and repair of the water main and related facilities now or hereafter to be constructed in the Replacement Water Main Easement Area, but reserves the right to make use of the Replacement Water Main Easement Area which will not disturb or interfere with such water main and related facilities or prevent ingress or egress thereto by the employees, agents or contractors of the Village for the purposes stated herein. The Village shall use commercially reasonable efforts to minimize disruption to the occupants and users of the Property in connection with any inspection, maintenance and repair of the water main and related facilities now or hereafter constructed in the Replacement Water Main Easement Area.

4. Beaver Creek RE shall be responsible for and shall pay all the costs of decommissioning and any required removal of the water main and related facilities currently existing on or under the Released Water Main Easement Area and constructing the new water main and related facilities in the Replacement Water Main Easement Area, all to be completed to Village standards pursuant to the plans approved or to be approved by the Village.

5. This Release and Grant shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signatures on following pages]*



**VILLAGE OF BROWN DEER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above named \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ of the Village of Brown Deer, a Wisconsin municipal corporation, who are personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that s/he executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his/her duly authorized capacities.

\_\_\_\_\_  
(Print or type name of Notary)  
Notary Public, State of \_\_\_\_\_  
My commission (is permanent) (expires: \_\_\_\_\_)

Above space for Notary Seal

**EXHIBIT A**

Parcel 1:

Lot 2 of Certified Survey Map No. 7907, recorded on April 17, 2007, as Document No. 9418747, being a redivision of Lots 106 and 107, Park Plaza of Brown Deer, and all that part of the Southeast ¼ of the Southeast ¼ of Section 3, Town 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin.

EXCEPT Beaver Creek Condominium

Tax Key No. 030-0107-004

Parcel 2:

Units 6004, 6008, 6012, 6016, 6020, 8881, 8885, 8889, 8893 and 8897, together with said unit's undivided appurtenant interest in the common elements and the exclusive use of the limited common elements appurtenant to said units all in Beaver Creek Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on August 27, 2007, as Document No. 9484559 and as amended, said condominium being located in the Village of Brown Deer, County of Milwaukee, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key Numbers:

030-0351 (Unit 6004)  
030-0352 (Unit 6008)  
030-0353 (Unit 6012)  
030-0354 (Unit 6016)  
030-0355 (Unit 6020)  
030-0346 (Unit 8881)  
030-0347 (Unit 8885)  
030-0348 (Unit 8889)  
030-0349 (Unit 8893)  
030-0350 (Unit 8897)

**EXHIBIT B**

Graphic Depiction of Released Water Main Easement Area

(See Attached)

**EXHIBIT C**

Legal Description of Released Water Main Easement Area

**EXHIBIT D**

Graphic Depiction of Replacement Water Main Easement Area

(See Attached)

**EXHIBIT E**

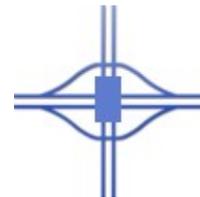
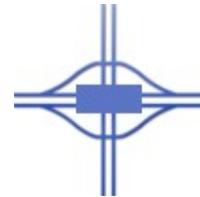
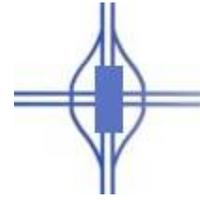
Legal Description of Replacement Water Main Easement Area

**EXHIBIT F**

Village Resolution

(See Attached)

# Brown Deer Road Interchange Analysis



## **Interchange Evaluation**

STH 57 and STH 100/Brown Deer Road

Village of Brown Deer

Milwaukee County, Wisconsin

Forward: WisDOT is considering reconstruction of the interchange of STH 57 and STH 100, hereafter referred to as Brown Deer Road, in the village of Brown Deer, Milwaukee County, Wisconsin. This memo report summarizes the alternatives, methodology, and analysis of the interchange alternatives evaluation.

## Introduction

The village of Brown Deer requested that the Wisconsin Department of Transportation (WisDOT) analyze the interchange of STH 57 and Brown Deer Road to determine if the interchange could be removed and replaced with a standard at-grade intersection. Analysis completed by WisDOT in March 2011 (WisDOT memo from Stacey Pierce, March 16, 2011) concluded the interchange could not be converted to an at-grade intersection and maintain safety and acceptable operational quality in the future. During this analysis the village of Brown Deer requested that WisDOT analyze other alternatives for this interchange. The village's primary concern of the interchange was the way in which the STH 57 overpass structure tends to bisect the village and increase the perception that travel from one side of STH 57 to the other is difficult or cumbersome.

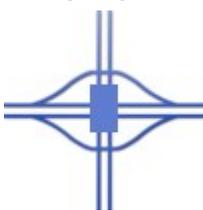
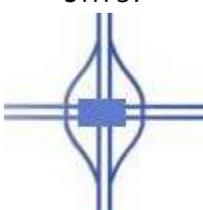
This report summarizes a brief analysis of four interchange alternatives.



Figure 1: Aerial photo of interchange, Brown Deer Road, Milwaukee County (year 2010)

## Alternatives

This memo presents the study of four intersection alternatives as part of the project, including the existing interchange condition. The four interchange alternatives compared in this memo are:

- |   |   |                        |
|---|---|------------------------|
| <p>1. <b>Signals on Brown Deer Road.</b><br/><b>STH 57 over Brown Deer Road</b><br/><b>(reconstruct existing condition)</b></p> | <p>STH 57</p>    | <p>Brown Deer Road</p> |
| <p>2. <b>Signals on STH 57.</b><br/><b>STH 57 over Brown Deer Road</b></p>  | <p>STH 57</p>    | <p>Brown Deer Road</p> |
| <p>3. <b>Signals on Brown Deer Road.</b><br/><b>Brown Deer Road over STH 57</b></p>   | <p>STH 57</p>  | <p>Brown Deer Road</p> |
| <p>4. <b>Signals on STH 57.</b><br/><b>Brown Deer Road over STH 57</b></p>  | <p>STH 57</p>  | <p>Brown Deer Road</p> |

Refer to the attached exhibits illustrating Alternatives 1-4.

## Methodology

This memo describes a qualitative analysis of interchange alternatives focusing on several key elements:

- Relative vehicular safety
- Operational quality
- Project cost and staging
- Right of way
- Municipal access
- Practical feasibility
- Pedestrian accommodation

### Relative vehicular safety

Crash history for the existing interchange area has been reviewed and plotted for years 2006-2010 and exhibits of this crash history are attached to this document. Written details of crash types, severities, and patterns are located in the next section of this memo.

This detailed understanding of the existing interchange's crash history allows comparison of potential alternatives and whether or not they would improve safety by alleviating the existing crash patterns.

### Operational quality

The use of operational quality (Level of Service (LOS)) as a comparison variable between interchange alternatives should be analyzed carefully because LOS varies significantly depending on the style of phasing, the quality of coordination with adjacent signal systems, and vehicle actuation styles that may reduce delay times but degrade consistency in peak hour stops and coordination. Overall interchange operational quality is complicated further because it is comprised of several individual components including ramp terminal LOS, frequency and consistency of stops, and ramp merging/diverging area LOS.

WisDOT engineering standards require reconstructed transportation systems to meet minimum LOS conditions. Thus, if one alternative concept produces poor LOS, WisDOT would continue to revise the conceptual design (with more lanes, more efficient traffic control, etc) until a minimum LOS was met. This concept would then be compared to other concepts in terms of cost, safety, desirability of pedestrian accommodations, efficiency of movements, and other variables knowing that minimum LOS would be achieved by all compared alternatives. This design methodology minimizes the usefulness of direct LOS comparison between alternative concepts.

WisDOT created Synchro operational models for the Brown Deer Road corridor as part of a separate traffic signal system project (Brown Deer Road traffic signal interconnect, ID 1693-49-70).

Crispell-Snyder updated these “base condition” models with the current traffic forecast and volume data (% trucks and peak hour factors). Base conditions represent the existing geometry at the intersection ramp terminals and include new coordinated signal timings.

Crispell-Snyder refined these base condition models to create horizon year 2036 proposed condition Synchro models.

The WisDOT and Crispell-Snyder Synchro models were used to estimate operational quality for the weekday AM and PM peak periods in both the base year 2008 and horizon year 2036. The models allowed reporting of LOS as defined in the Highway Capacity Manual 2000 edition.

In general, the operational analysis was used to determine the number of lanes and other geometric design data to estimate the magnitude of reconstruction for the interchange alternatives with the goal of creating adequate LOS.

### **Project cost and staging**

Primary elements of the project cost estimate include structure, pavement, base aggregate, curb and gutter, earthwork, traffic control, and right of way.

Both Brown Deer Road and STH 57 process over 20,000 vehicles per day. Efficient construction staging is critical with this volume of traffic. Conceptual construction staging design was completed for each interchange alternative to understand how the construction of each would affect motorists.

### **Right of way**

Right of way requirements are influenced by the overall size and layout of each alternative and its construction staging requirements. Each interchange alternative would require a unique amount of property to construct. Consistent with each interchange alternative, a quantification zone 50 feet around the exterior pavement edges of each was used to quantify the approximate new right of way requirements.

### **Municipal access**

Municipal roadway access exists on all approaches to the existing interchange as close as 470 feet from ramp terminals on Brown Deer Road. Each interchange alternative has its own unique vertical geometric requirements that may raise or lower the approaching roadways of, either or both of, STH 57 and Brown Deer Road. These changes may require altering or removing public street access from, either of both of, these roadways.

Another access concern exists in alternatives that alter the free-flow nature of the interchange. Alternatives that place ‘ramps’ from STH 57 onto Brown Deer Road require a merging zone downstream of the interchange to allow safe mixing of traffic. Within this buffer zone side street access may be restricted or removed completely.

### Practical feasibility

Practical feasibility discusses common sense topics that affect the selection of an alternative. These may include public perception, political action, and general terrain and design elements.

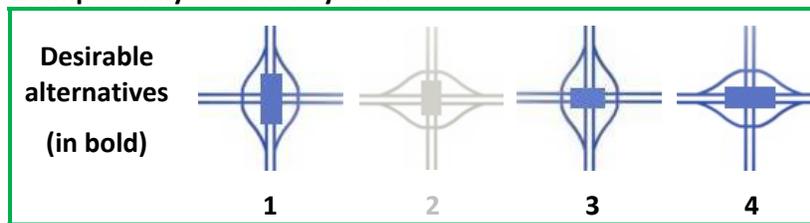
### Pedestrian accommodation

Pedestrian and bicycle accommodations are included with each interchange alternative. General traffic engineering convention and judgment was used to identify those alternative elements that are generally desirable or generally undesirable to promote safe and efficient pedestrian and bicycle travel through each interchange alternative.

## Summary of Analysis

Each analysis section below is summarized with a green bordered chart (example below). Desirable alternatives are symbolized in bold with less desirable alternatives in gray shade. The below example describes desirable alternatives as 1, 3, and 4 for this fictional sample.

Example analysis summary chart

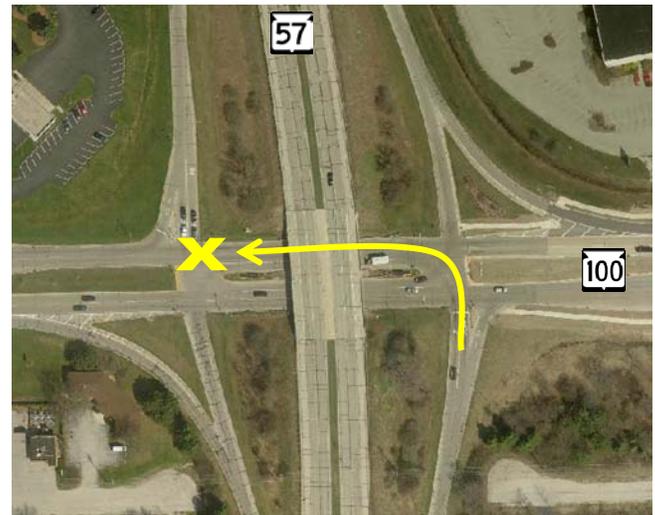


### 1. Relative vehicular safety

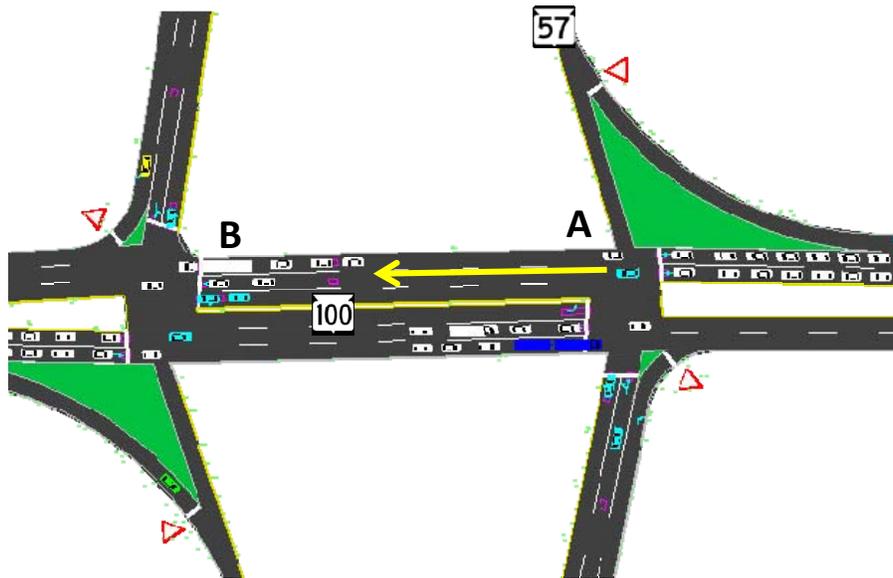
The relatively high daily traffic volume through each ramp intersection contributes to moderate crash rates that do not reach levels that typically indicate a critical safety problem. Though these rates are moderate, each ramp intersection has a specific history of angle, rear end, side swipe, and out of control collisions. Refer to attached crash diagrams of the ramp terminal intersections for detailed crash history.

Crash patterns at this intersection may be linked to the traffic signal operational characteristics. The ramp terminal intersections do not behave operationally consistent to each other throughout the day. Figure 2 shows a typical ramp left turn movement. Sometimes this motorist encounters a green light at the “X” intersection and other times the driver encounters a red light at the “X”. If a motorist makes this movement and is greeted by a green light several times in row at the “X” intersection, they become “trained” to anticipate a green light. In subsequent travels they are likely to assume a green light, and it’s possible for that intersection to produce an unexpected red light. This may contribute to the history of angle collisions at these intersections. This same phenomenon exists for southbound left turns off of the STH 57 ramp.

Some of the rear end collisions may be related to traffic operations in which dissipating queues are unexpectedly slowed by downstream signal conditions. Typical signalized intersection operations have “trained” motorists to expect free flow conditions for a significant distance after receiving a green light. This is especially true in this suburban and moderately high speed area. Therefore, when the two closely spaced ramp terminal intersections operate with inconsistent queue-dissipation (sometimes the queue clears without delay and other times there are unexpected slow-downs caused by downstream signal conditions) rear end collisions become common.



**Figure 2: Inconsistent ramp movement**



**Figure 3: Inconsistent queue dissipation**

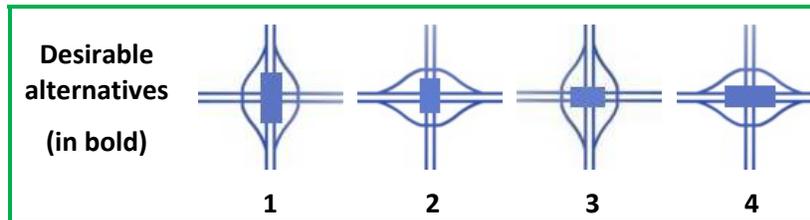
Figure 3 shows an example of this situation. A standing queue of vehicles near position A receives a green light and the queue begins to dissipate. The front of that dissipating queue encounters vehicles at location B still clearing out from their own green light and the dissipating queue needs to slow down coming from location A. Some vehicles in that standing queue at location A do not expect this slow down after receiving a green light and therefore the potential for rear end collisions goes up. This is another phenomenon that is inconsistent throughout the day.

Sideswipe crashes and out-of-control crashes are two additional crash types that are relatively common at this interchange. The out-of-control crashes are primarily related to the large free flow right turn movements and the sideswipes are primarily related to the dual left turn movements coming off each ramp.

Each interchange alternative presented on page 3 would largely mitigate the existing crash patterns at this intersection. Each interchange alternative would:

- Provide new traffic signal timings to minimize rear end and angle collisions
- Remove large radius free flow right turn movements to minimize out-of-control crashes
- Be designed to allow dual left turn movements at each ramp to minimize sideswipe collisions

Since each interchange alternative would largely address all historical crash types at this interchange, and because each interchange alternative, if selected, would be designed with safety in mind, none of these alternatives can be selected as more desirable than any other.



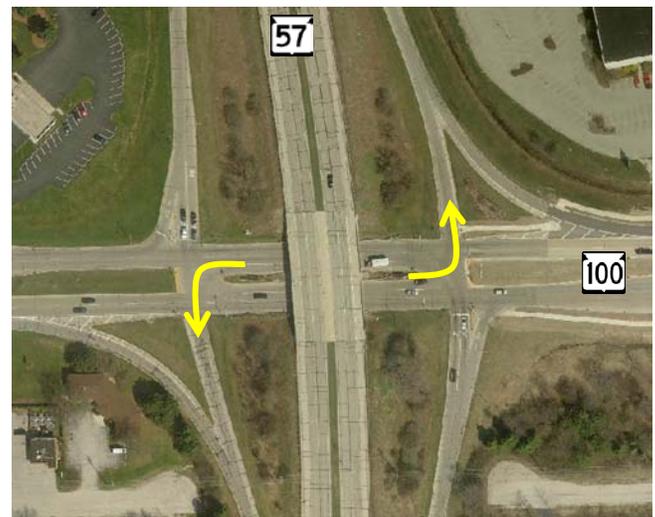
## 2. Operational quality

In general, the existing interchange operates acceptably during all hours of the day. The afternoon peak hour commuting conditions are the worst of the day but all movements through the interchange still operate at a LOS D or better, per Highway Capacity Manual 2000 methodologies. For an urban situation this is considered acceptable.

Future year 2036 conditions degrade to unacceptable levels without geometric improvements. Left turn movements onto the ramps would operate at LOS F during the evening peak hour (see Figure 4). These movements fail because of the likely need for protected-only left turn phasing here in the future and because of the very large conflicting through volumes.

The tables on the following page show the expected

operational quality from Alternatives 1 and 2 in the future. These operational quality computations are also directly applied to Alternatives 3 and 4 because the only difference between Alternatives 1 and 3, and Alternatives 2 and 4 is the orientation of the bridge. No significant operational differences are expected between these two pairs of interchange alternatives.



**Figure 4: Left turn movements that fail in the future**

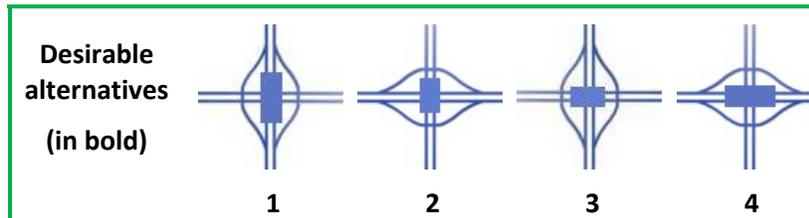
**Table 1: Operational quality for the existing condition and Alternatives 1 and 3**

Southbound Ramp Intersection												
	Eastbound			Westbound			Northbound			Southbound		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
AM Peak Scenario												
2007/2008 base condition <sup>1</sup>		C	A	A	A					C	C	C
2036 existing geometry <sup>2</sup>		B	A	D	A					D	D	D
2036 Alternative 1 & 3 <sup>3</sup>		D	C	A	A					D	D	D
PM Peak Scenario												
2007/2008 base condition <sup>1</sup>		C	A	C	A					D	D	D
2036 existing geometry <sup>2</sup>		C	A	F	A					D	D	D
2036 Alternative 1 & 3 <sup>3</sup>		E*	C	A	A					D	D	D
Northbound Ramp Intersection												
	Eastbound			Westbound			Northbound			Southbound		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
AM Peak Scenario												
2007/2008 base condition <sup>1</sup>	C	A			C	A	C	C	C			
2036 existing geometry <sup>2</sup>	D	A			B	A	D	D	D			
2036 Alternative 1 & 3 <sup>3</sup>	A	A			D	C	D	D	D			
PM Peak Scenario												
2007/2008 base condition <sup>1</sup>	C	A			B	A	D	D	D			
2036 existing geometry <sup>2</sup>	F	A			B	A	D	D	D			
2036 Alternative 1 & 3 <sup>3</sup>	A	A			D	C	D	D	D			
1 Base condition = existing geometry and timing, year 2007 for SB ramp, year 2008 for NB ramp. 2 Year 2036 forecast traffic volumes, existing geometry, updated timing and phasing (maintenance) 3 Year 2036 Alternative 1 or 3 geometry and new timings * Though LOS E is generally considered unacceptable since the proposed phasing style does not stop or queue vehicles at this movement (under the bridge), very few vehicles will be subject to this delay.												

**Table 2: Operational quality for Alternatives 2 or 4**

	Eastbound			Westbound			Northbound			Southbound		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
WB Ramp Intersection												
2036 AM				D	D	E*	A	A			C	C
2036 PM				D	D	E*	A	A			C	C
EB Ramp Intersection												
2036 AM	D	D	E*					C	C	A	A	
2036 PM	D	D	E*					D	C	A	A	
* LOS E is generally acceptable for this type of right turn movement because right turns on red (RTOR) movements are often underestimated in traffic models. Models have subtracted 50% right turn for RTOR.												

To summarize Table 1 and 2, each alternative is capable of producing acceptable peak hour future operational quality. Furthermore, any alternative selected for final design and construction will be analyzed in additional detail to ensure the geometrics produce acceptable future operational quality. Therefore each alternative would be considered relatively equal in terms of operational quality.



### 3. Project cost and staging

Each interchange alternative has similar requirements of construction materials and type. Each requires construction of four new ramps, a new bridge and new traffic signal equipment. The two main components of construction that contribute to largely variable total cost are earthwork and right of way.

The existing terrain is favorable to alternatives in which STH 57 is bridged over Brown Deer Road because that is the existing condition. Any alternative that places STH 57 over Brown Deer Road will require significantly less earthwork construction than those taking Brown Deer Road over STH 57.

Similar to the overpass, alternatives which place ramps leading on and off STH 57 would require the least amount of earthwork and right of way because that is the configuration of the current condition.

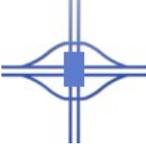
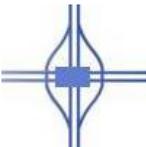
Refer to Table 3 for a project cost comparison of each alternative. Within this table “baseline cost” is the cost of the cheapest alternative to construct, about \$5,000,000. Each other alternative is then referenced relative to this baseline. These costs include construction and right-of-way and are considered total costs of each alternative.

There are significant differences in delay and inconvenience to the driving public from each alternative based on their length of construction duration and number of seasons of construction.

Alternatives 1 and 2 can be constructed in one construction season while Alternatives 3 and 4 require two construction seasons. The primary differentiator between Alternatives 1 and 2, and Alternatives 3 and 4 is the earthwork required to rotate the current bridge layout from over Brown Deer Road to over STH 57. Alternatives 1 and 2 retain the current bridge layout and therefore do not require the significant earthwork and grading construction to raise Brown Deer Road and lower STH 57. Alternatives 3 and 4 provide this rotation and change of profile of the two intersecting roadways and thus require significantly more time for construction.

Refer to Table 4 for a description of how each alternative would be reconstructed. Refer to the attached construction staging exhibits as you review Table 4. Detailed staging diagrams are only presented for Alternatives 1 and 2 because they are the only alternatives that will be subject to continuous traffic during construction. Alternatives 3 and 4 will require a detour.

**Table 3: Project cost comparison**

Alt. #	Configuration Cost	Description of construction
1	 Baseline Cost <b>\$5 Million</b>	Reconstruction of interchange utilizing the current configuration with free-flow movements on STH 57. Additional thru lane and bike lane added to Brown Deer Road. Widened shoulder on STH 57 provided for bike accommodations. Sidewalks added to both STH 57 and Brown Deer Road, including the ramps. STH 57 to remain as bridge over Brown Deer Road.
2	 50% higher cost than baseline <b>\$7.5 Million</b>	Reconstruction of interchange and switching the free-flow movements to Brown Deer Road, with signalized intersections being added to STH 57. Tight urban diamond parameters used. Addition of walls proposed between ramps and Brown Deer Road to account for grade differences. Additional thru lane and bike lane added to Brown Deer Road. Widened shoulder on STH 57 provided for bike accommodations. Sidewalks added to both STH 57 and Brown Deer Road, including the ramps. STH 57 to remain a bridge over Brown Deer Road.
3	 85% higher cost than baseline <b>\$9.2 Million</b>	Reconstruction of interchange and maintaining free-flow movements on STH 57. Construction of standard diamond type interchange utilizing similar geometric configuration of existing; however, reconstructing Brown Deer Road as a bridge over STH 57. Additional thru lane and bike lane added to Brown Deer Road. Widened shoulder on STH 57 provided for bike accommodations. Sidewalks added to both STH 57 and Brown Deer Road, including the ramps.
4	 65% higher cost than baseline <b>\$8.2 Million</b>	Reconstruction of interchange and switching the free-flow movements to Brown Deer Road, with signalized intersections being added to STH 57. Tight urban diamond parameters used; however, reconstructing Brown Deer Road as a bridge over STH 57. Addition of walls proposed between ramps and Brown Deer Road to account for grade differences. Additional thru lane and bike lane added to Brown Deer Road. Widened shoulder on STH 57 provided for bike accommodations. Sidewalks added to both STH 57 and Brown Deer Road, including the ramps.

**Table 4: Alternative construction staging details**

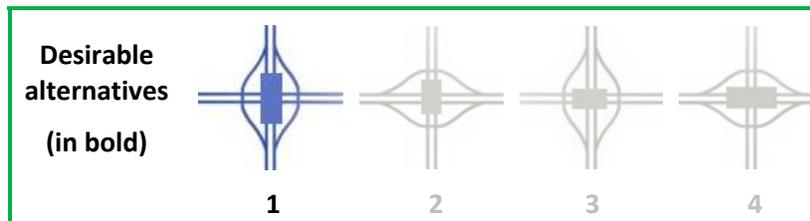
	Stage 1	Stage 2	Stage 3
<b>Alternative 1</b> Duration: 7 Months	<ul style="list-style-type: none"> <li>Reconstruct STH 57 bridge over Brown Deer Road</li> <li>Reconstruct bridge approaches</li> <li>STH 57 traffic to use exit/entrance ramps to bypass bridge work</li> <li>Begin widening and constructing outside lanes of Brown Deer Road</li> <li>Maintaining two lanes of traffic in each direction on Brown Deer Road</li> </ul>	<ul style="list-style-type: none"> <li>Switch Brown Deer Road traffic to newly constructed outside lanes</li> <li>STH 57 ramps functional and accessible via right turn only</li> <li>Construct Brown Deer Road inside lanes and intersections</li> </ul>	<ul style="list-style-type: none"> <li>Construct ramps in pairs of either both NB ramps or both SB ramps</li> <li>Motorists use STH 57 intersections for u-turns as necessary to achieve their intended direction of travel</li> <li>Ramp gore areas constructed with one lane open in each direction on STH 57</li> </ul>
<b>Alternative 2</b> Duration: 9 Months	<ul style="list-style-type: none"> <li>Reconstruct STH 57 bridge over Brown Deer Road</li> <li>Reconstruct bridge approaches</li> <li>STH 57 traffic to use exit/entrance ramps to bypass bridge work</li> <li>Widen north side of Brown Deer Road east and west of existing STH 57 bridge to accommodate traffic during Stage 2</li> </ul>	<ul style="list-style-type: none"> <li>Open STH 57 bridge to through traffic</li> <li>Close NB off-ramp and SB on-ramp</li> <li>Switch EB Brown Deer Road traffic to WB lanes, maintaining two lanes of traffic in each direction</li> <li>Construct south half of Brown Deer Road and new EB ramps to STH 57</li> </ul>	<ul style="list-style-type: none"> <li>Switch all Brown Deer Road traffic to newly constructed EB lanes</li> <li>Construct north half of Brown Deer Road (WB lanes) and WB ramps to STH 57</li> </ul>
<b>Alternative 3</b> Duration: 13 Months	<ul style="list-style-type: none"> <li>Detour both STH 57 and Brown Deer Road</li> <li>Remove STH 57 bridge over Brown Deer Road</li> <li>Construct Brown Deer Road bridge and approaches over STH 57</li> </ul>	<ul style="list-style-type: none"> <li>Open Brown Deer Road to EB and WB through traffic</li> <li>Construct new STH 57 with detour in place</li> </ul>	<ul style="list-style-type: none"> <li>Open STH 57 to through traffic</li> <li>Construct four interchange ramps to Brown Deer Road</li> </ul>
<b>Alternative 4</b> Duration: 10 Months	<ul style="list-style-type: none"> <li>Detour both STH 57 and Brown Deer Road</li> <li>Remove STH 57 bridge over Brown Deer Road</li> <li>Construct Brown Deer Road bridge and approaches over STH 57</li> </ul>	<ul style="list-style-type: none"> <li>Open Brown Deer Road to EB and WB through traffic</li> <li>Construct new STH 57 with detour in place</li> </ul>	<ul style="list-style-type: none"> <li>Open STH 57 to through traffic</li> <li>Construct four interchange ramps to Brown Deer Road</li> </ul>

The proposed staging concepts for interchange Alternatives 3 and 4 require the use of detour routes for both STH 57 and Brown Deer Road. Refer to the attached detour exhibit for recommended location of each detour route. This detour route would add 10 minutes and 5 minutes of travel time to Brown Deer Road and STH 57 motorists, respectively. The detour alternatives would require significant traffic analysis to determine operational impacts to detour routes and local roads because it's anticipated many motorists would use non-detour alternative routes.

Expensive construction staging measures could replace a detour for these alternatives if a detour was determined unacceptable. These options could include:

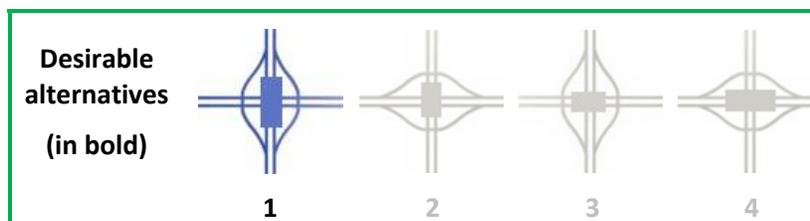
- Constructing a temporary at grade by-pass roadway near the interchange (requiring additional right-of-way and relocations)
- Constructing a temporary structure for traffic to use during construction (costly)

For relative low cost, ease of construction, and ability to maintain efficient traffic operations on Brown Deer Road and STH 57 during construction, only Alternative 1 is considered desirable.



#### 4. Right of Way

Development patterns in the greater interchange area evolved over time based on the existing interchange configuration and not surprisingly the existing configuration reconstructed in kind (Alternative 1) would have the least right of way requirements of any alternative. Alternative 1 requires no relocations and minimal additional right of way. Alternatives 2 and 4 require additional right of way and the acquisition of one (1) building in the southwest quadrant of the interchange. Alternative 3 requires additional right of way and the acquisition of three (3) buildings in the southwest quadrant of the interchange. Refer to the attached Exhibits illustrating Alternatives 1-4 for specific relocated properties of each alternative. These relocated buildings/properties are shown in green shading as indicated in the exhibit legend.



### 5. Municipal access

In similar fashion to the right of way requirements, the existing configuration (Alternative 1) reconstructed in kind would have the least municipal access impact of any alternative. Alternative 1 requires no access closures or significant direct access modifications to Deerwood Drive or Kildeer Court.

Alternative 3 would maintain the ramps on STH 57, but since the overpass would be placed on Brown Deer Road there would be grading issues at the adjacent Deerwood Drive and Kildeer Court intersections. Each of these intersections would need to be raised to meet new grade requirements.

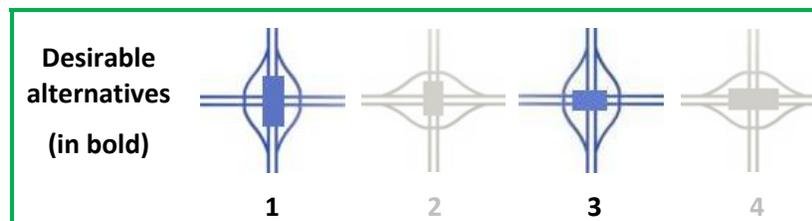


Figure 5: Access overview map

Refer to Table 5 for a summary of each alternative’s effect on the municipal access.

Table 5: Alternative’s effect on access along Brown Deer Road

	Deerwood Drive North Approach	Deerwood Drive South Approach	Kildeer Court North Approach	Kildeer Court South Approach
Alternative 1	Maintain Existing Condition	Maintain Existing Condition	Maintain Existing Condition	Maintain Existing Condition
Alternative 2	Right-In/Right-Out	Right-In/Right-Out	Right-In/Right-Out	Right-In/Right-Out
Alternative 3	Maintain Existing Condition	Maintain Existing Condition	Maintain Existing Condition	Maintain Existing Condition
Alternative 4	Close Access	Close Access	Right-In/Right-Out	Right-In/Right-Out

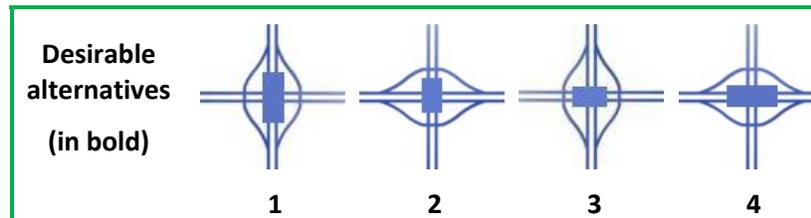


## 6. Practical Feasibility

The following feasibility issues should be considered when choosing a preferred interchange alternative:

- The existing interchange geometric condition is familiar with local and regional drivers.
- Reconstructing the interchange with the least geometric revision would generally enjoy more widespread support from the public and local business owners.
- Significantly altering grades on Brown Deer Road, for the alternatives requiring a Brown Deer Road structure over STH 57, would generally require more effort, cost, and user delay during construction than reconstructing the bridge in its existing configuration.
- Alternatives which remove signals from Brown Deer Road and place them on STH 57 would somewhat improve operations of the overall system since Brown Deer Road has higher traffic volume than STH 57.
- Alternatives which place the bridge structure on Brown Deer Road may lessen the perception that STH 57 “bisects” and splits the village and may encourage more pedestrian and bicycle traffic.

Practical feasibility does not offer enough definitive comparable variables to determine a “most” desirable alternative.



## 7. Pedestrian accommodation

Each interchange alternative would be designed to safely accommodate pedestrians and bicycles within the project limits. Each alternative would provide full bike lanes on each side of Brown Deer Road and STH 57 through the interchange. Each would also provide full sidewalks adjacent to these roadways, regardless of which interchange configuration is chosen.

Since each alternative would have equal application of pedestrian facilities, each has similar positive and negative features. Potential negative features include:

- Additions of bike lanes along STH 57 or Brown Deer Road would create bike/motorist weave sections at on and off ramp gores as shown on Figure 6
- Each alternative requires sidewalk pedestrians to cross free flow ramps

These two negative aspects of each alternative could only be judged in their significance if an accurate pedestrian forecast was available. The alternative with the least forecasted pedestrian traffic affected by these negative features would be considered the most desirable. A forecast of pedestrian use along these facilities is not available, no significant comparison between alternatives can be made, and therefore all are equally desirable.

Another aspect of pedestrian accommodation is the ability of each alternative to safely and efficiently accommodate transit stops. Current transit bus routes are northbound and southbound along STH 57 only, making stops at Brown Deer Road using the on and off ramps for pickup and drop off. Each alternative would allow these existing transit stops to continue and none would preclude the expansion of the area's transit system.

However, pedestrians accessing the transit stops from Brown Deer Road Alternatives 2 and 4 would now be required to walk up and down the ramps to signalized intersections at STH 57.

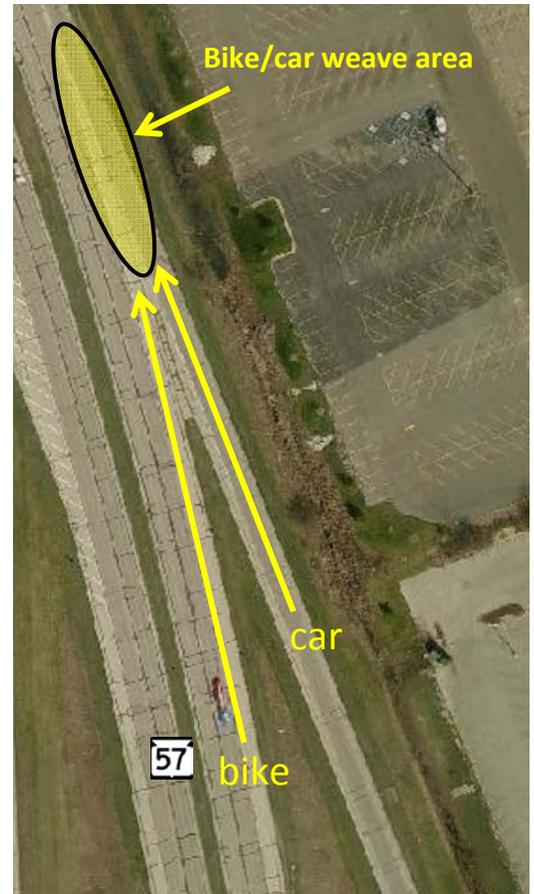
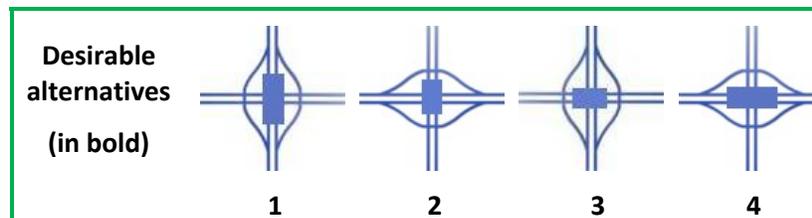
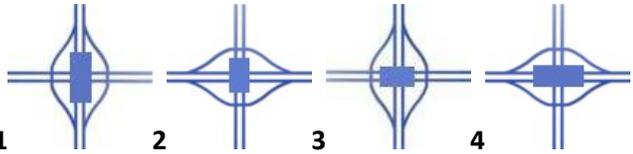
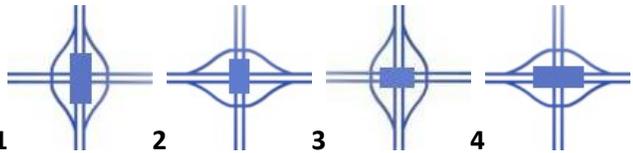
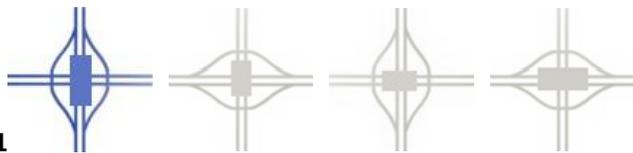
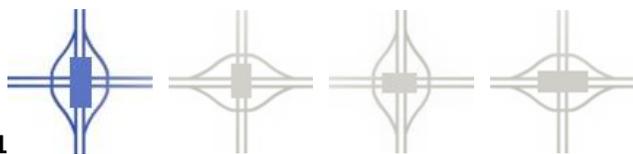
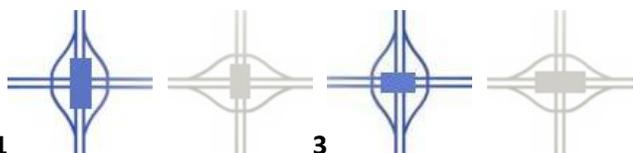
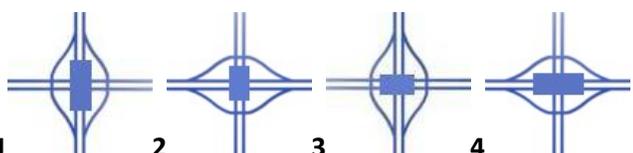
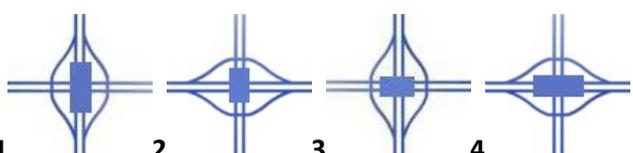


Figure 6: Bike/Motorist Interaction Area



## Recommendation

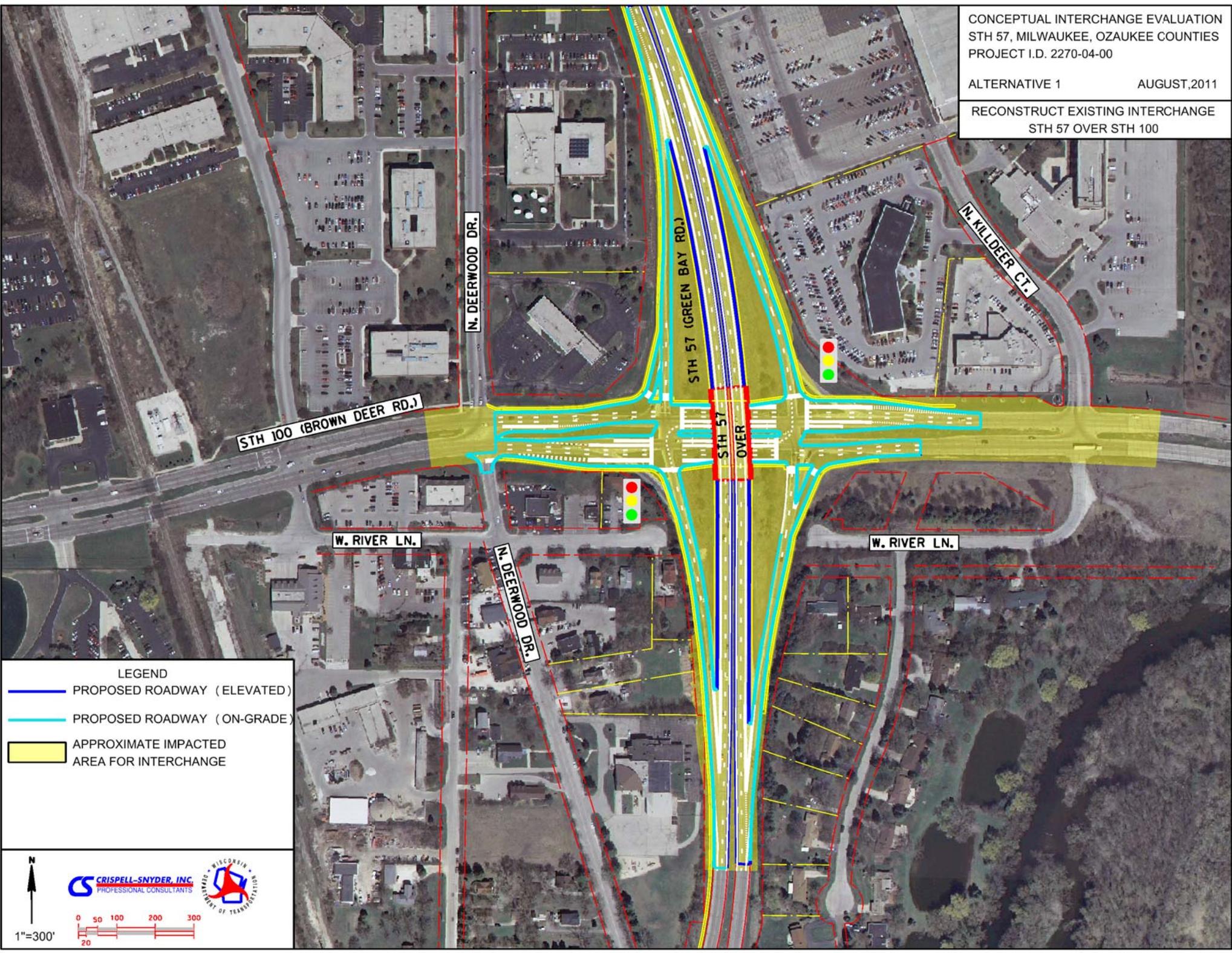
The following table summarizes which of the alternatives is most desirable in each key component.

Comparison Item	Most desirable alternatives (in bold)
Relative safety	
Operational quality	
Project cost and staging	
Right of way	
Municipal access	
Practical feasibility	
Pedestrian accommodation	

Each of the proposed alternatives would likely function acceptably and increase the safety of this interchange. **Alternative 1 is the lowest cost and lowest impact alternative that would replace the existing interchange with a functional and safe condition.**

STH 57 Reconstruction  
Milwaukee and Ozaukee Counties  
ID 2270-04-00

## Attachments



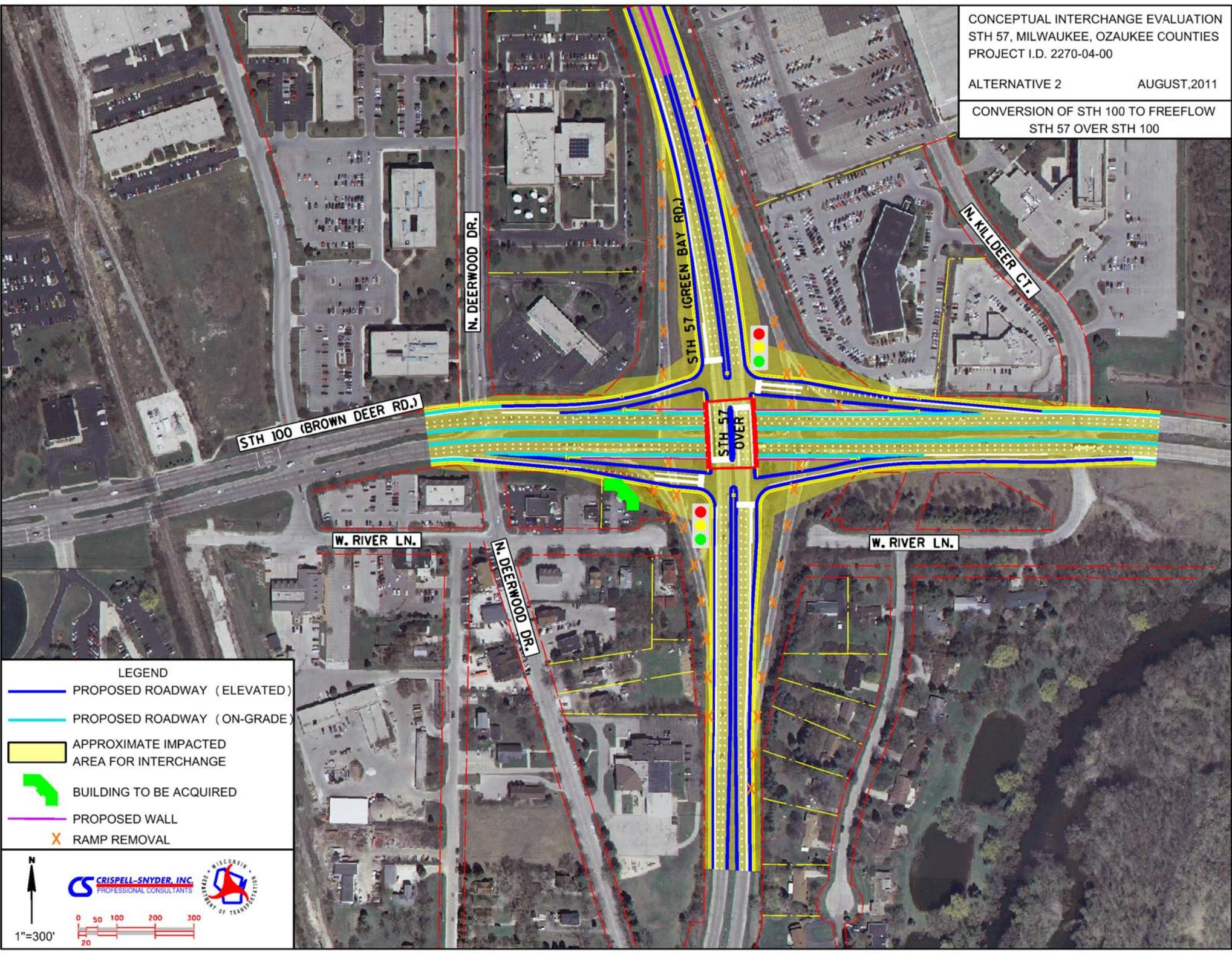
LEGEND

- PROPOSED ROADWAY (ELEVATED)
- PROPOSED ROADWAY (ON-GRADE)
- APPROXIMATE IMPACTED AREA FOR INTERCHANGE



1"=300'



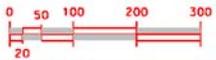


LEGEND

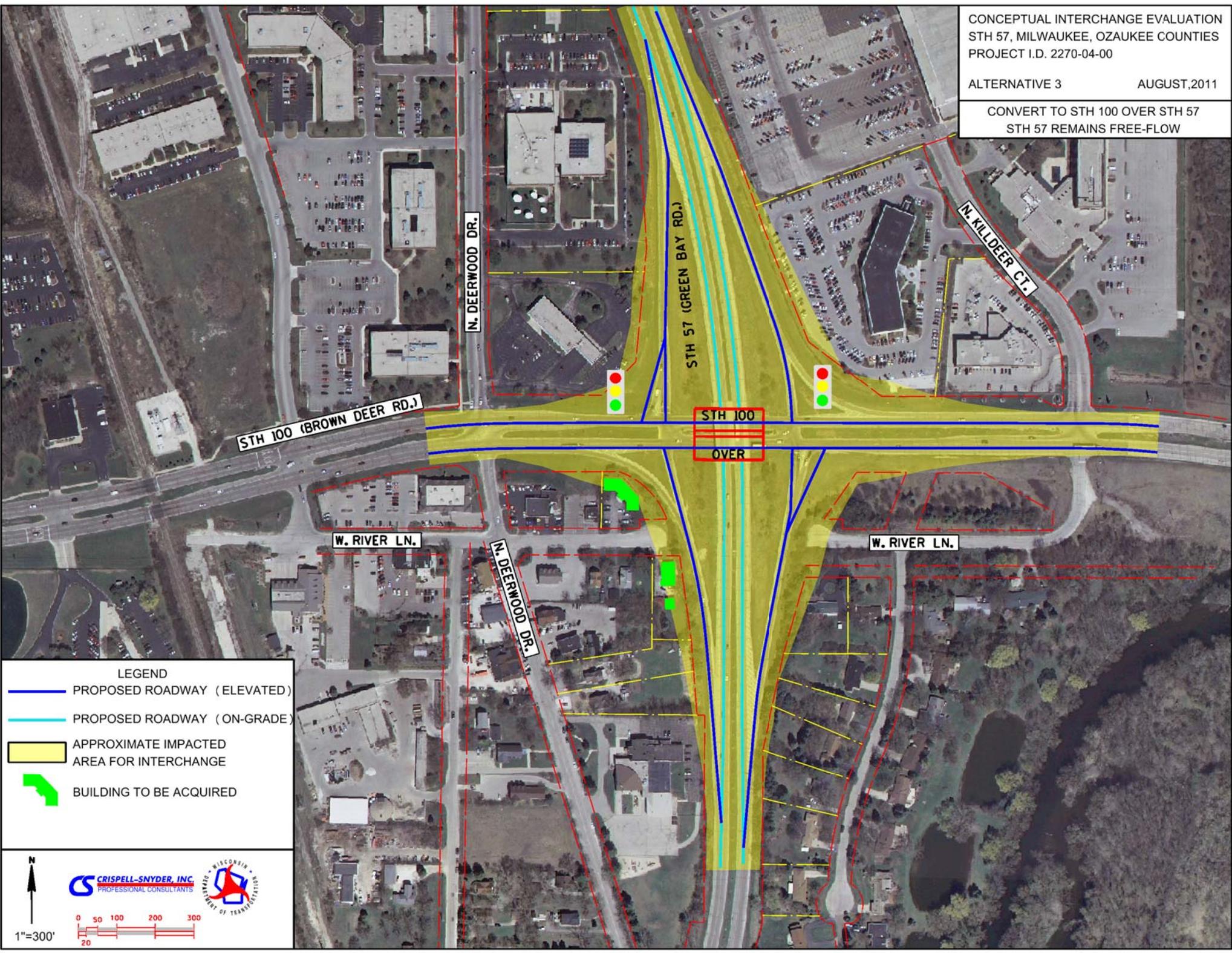
- PROPOSED ROADWAY (ELEVATED)
- PROPOSED ROADWAY (ON-GRADE)
- APPROXIMATE IMPACTED AREA FOR INTERCHANGE
- BUILDING TO BE ACQUIRED
- PROPOSED WALL
- X RAMP REMOVAL



1"=300'

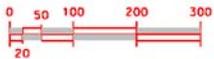


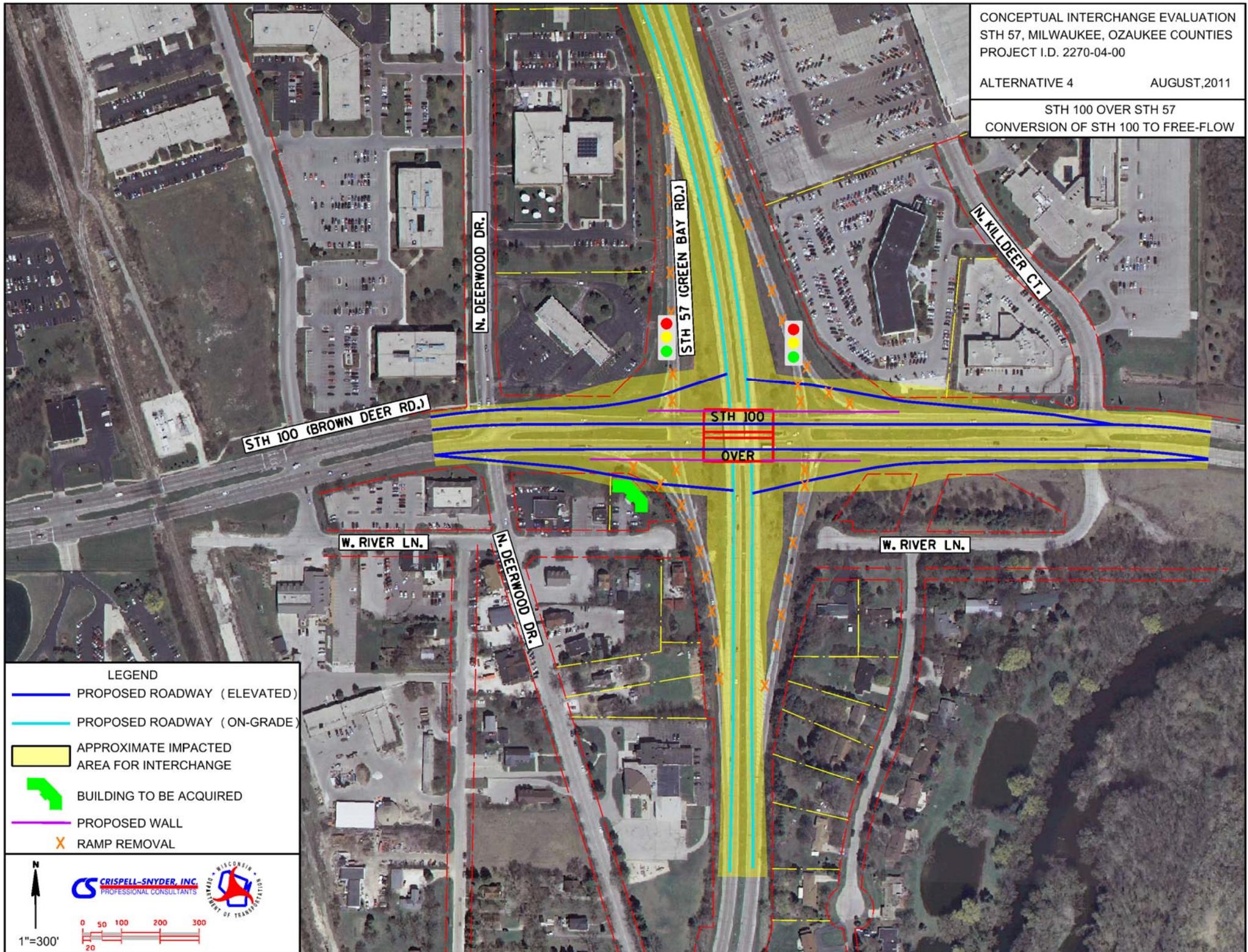
CONVERT TO STH 100 OVER STH 57  
STH 57 REMAINS FREE-FLOW

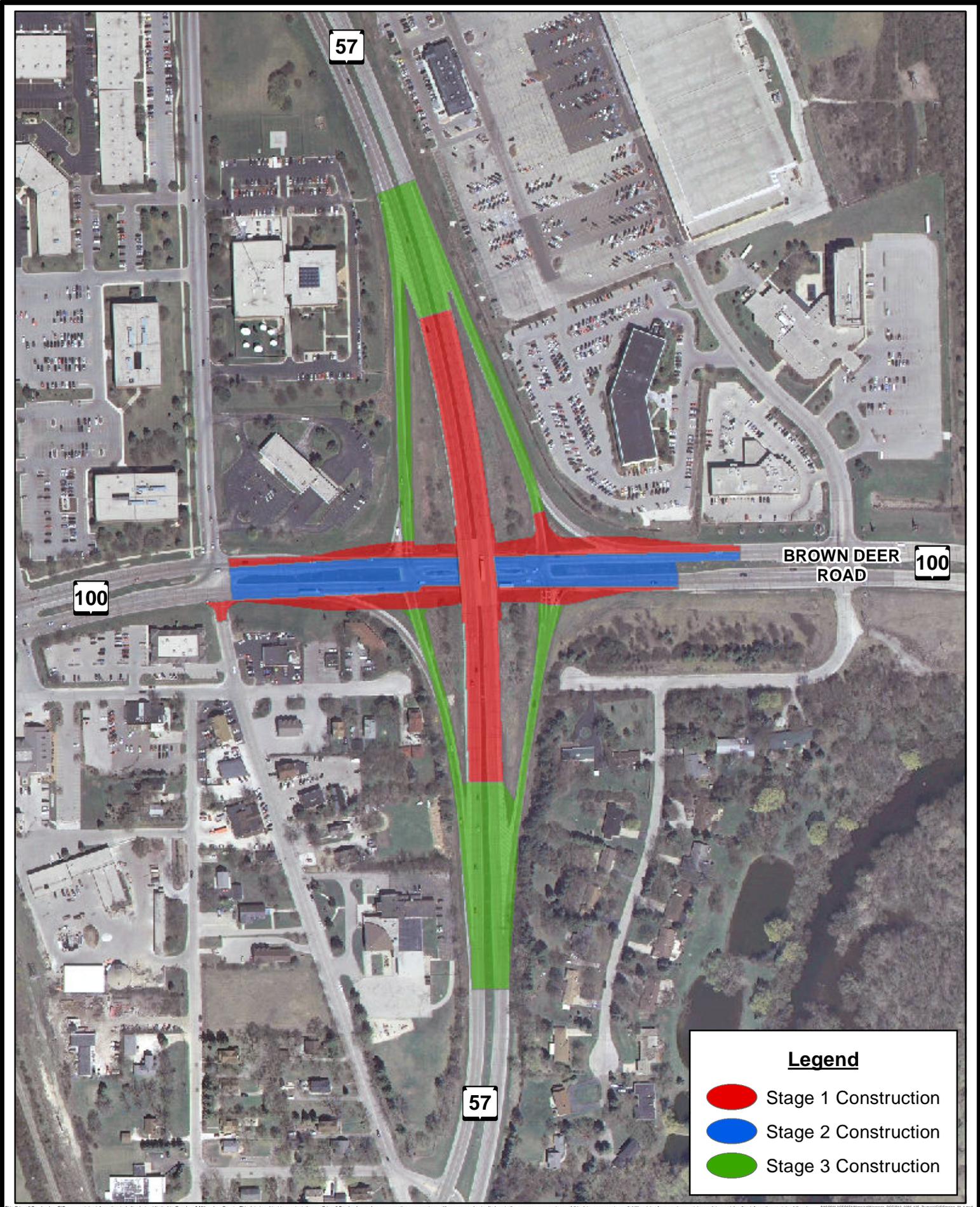


LEGEND

- PROPOSED ROADWAY (ELEVATED)
- PROPOSED ROADWAY (ON-GRADE)
- APPROXIMATE IMPACTED AREA FOR INTERCHANGE
- BUILDING TO BE ACQUIRED







**Legend**

- Stage 1 Construction
- Stage 2 Construction
- Stage 3 Construction

**STH 57 - Teutonia Ave to Mequon Road**  
**Milwaukee & Ozaukee Counties**

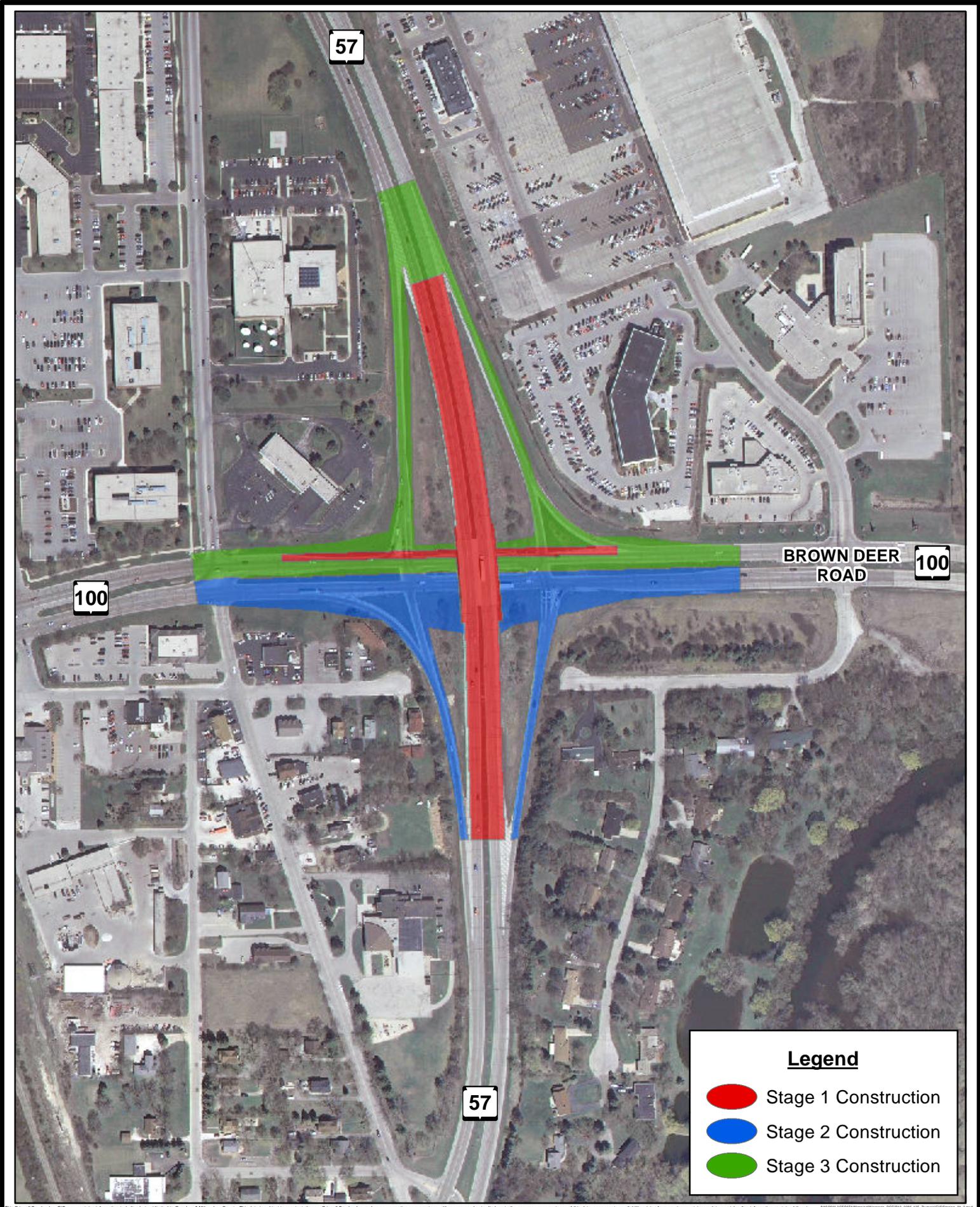
**Staging - Alternative #1**  
**Project ID: 2270-04-70**



**CRISPELL-SNYDER, INC.**  
 PROFESSIONAL CONSULTANTS

1 inch equals 300 feet

This Crispell-Snyder, Inc. GIS map contains information including but not limited to Ozaukee & Milwaukee County. This data is subject to constant change. Crispell-Snyder, Inc. makes no warranties or guarantees, either expressed or implied, as to the accuracy or correctness of this data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. #102011232017WaypointMilwaukee\_031916.dwg, 108, 10/26/2016 10:46 AM, 10/26/2016 10:46 AM



**Legend**

- Stage 1 Construction
- Stage 2 Construction
- Stage 3 Construction

**STH 57 - Teutonia Ave to Mequon Road  
Milwaukee & Ozaukee Counties**

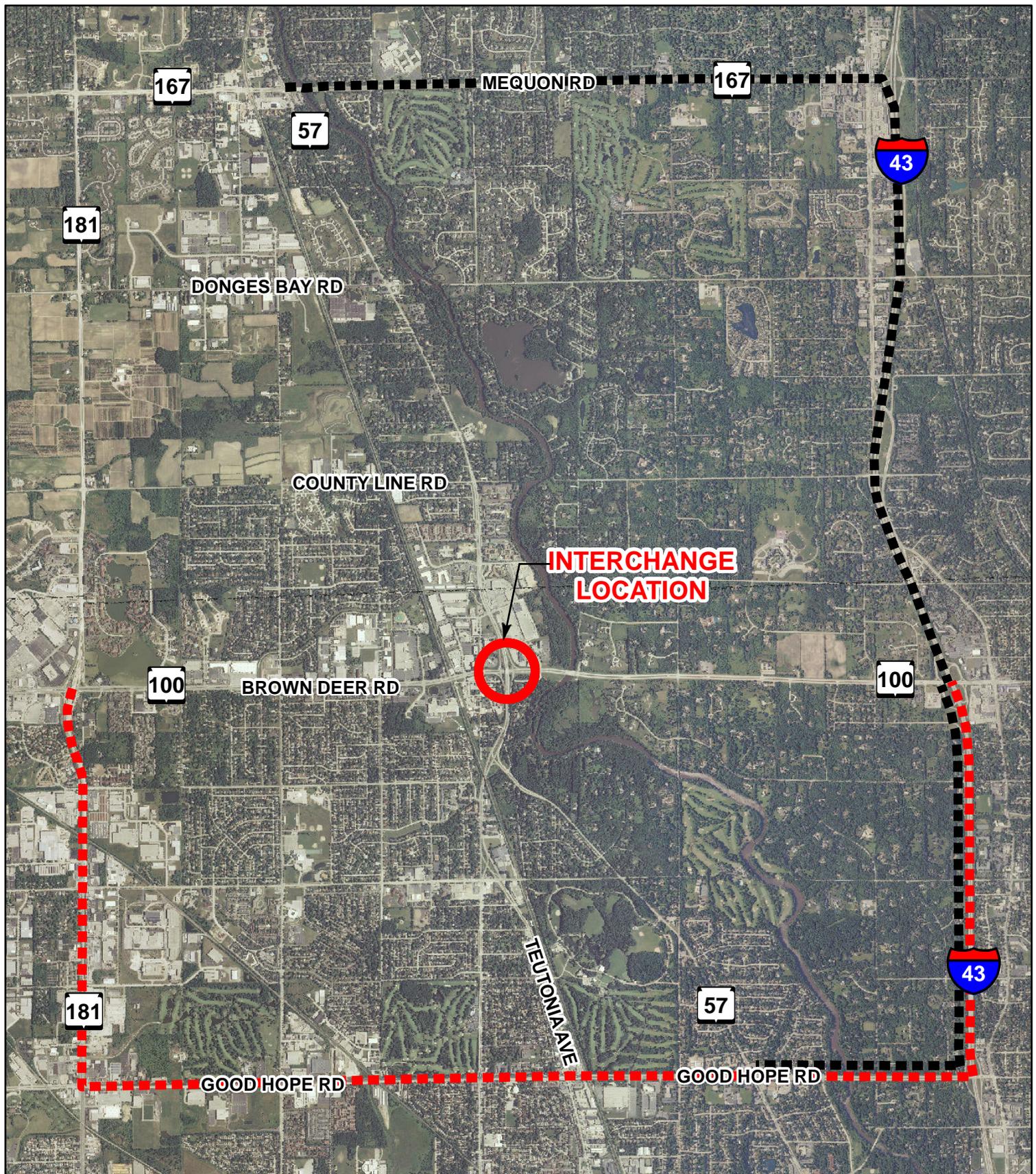
**Staging - Alternative #2**  
Project ID: 2270-04-70



**CRISPELL-SNYDER, INC.**  
PROFESSIONAL CONSULTANTS

1 inch equals 300 feet

This Crispell-Snyder, Inc. GIS map contains information including but not limited to Ozaukee & Milwaukee County. This data is subject to constant change. Crispell-Snyder, Inc. makes no warranties or guarantees, either expressed or implied, as to the accuracy or correctness of this data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. #102011232017WaypointMilwaukee\_031916.dwg, 108, 10/26/2017 10:46:41 AM



Legend	
	STH 57 Detour: 9.4 Total Miles, 5 Additional Minutes of Travel Time
	Brown Deer Rd Detour: 8.4 Total Miles, 9 Additional Minutes of Travel Time

**STH 57 - Teutonia Ave to Mequon Road**  
Milwaukee & Ozaukee Counties

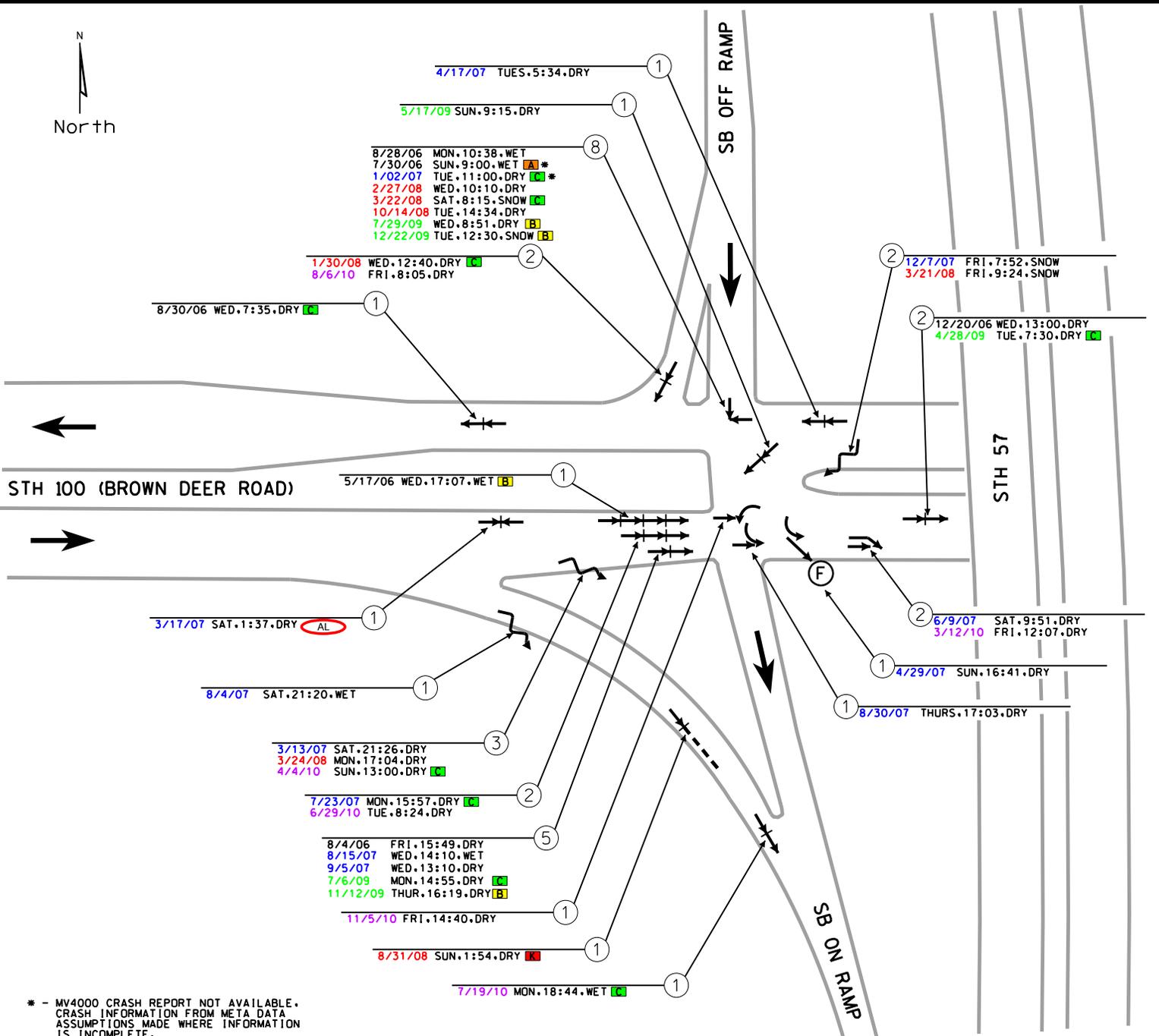
**Detour Routes**  
Project ID: 2270-04-70



**CRISPELL-SNYDER, INC.**  
PROFESSIONAL CONSULTANTS

0.5  
Miles

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\* - MV4000 CRASH REPORT NOT AVAILABLE. CRASH INFORMATION FROM META DATA ASSUMPTIONS MADE WHERE INFORMATION IS INCOMPLETE.

NOTE: 12 ADDITIONAL CRASHES OCCURED AT NB OR SB RAMPS; HOWEVER, ADEQUATE INFORMATION IS NOT AVAILABLE REGARDING LOCATION, SEVERITY, OR TYPE.

YEAR	CRASH RATE	CRASH FREQUENCY/SEVERITY
2006 BLACK	0.61 Crashes Per Million Entering Vehicles	37 Crashes
2007 BLUE		
2008 RED		
2009 GREEN		
2010 PURPLE		
	1 Fatal Crash (K)	
	1 Incapacitating (A-level)	
	4 Non-Incapacitating (B-level)	
	9 Possible (C-level)	
	22 Property Damage Only	

**LEGEND**

→ Moving Vehicle	ⓈⓉ Stop/Yield Sign	↘ Angle (Right Angle)	↔ Head-On
↔ Backing Vehicle	Ⓣ Tree	↙ Angle (Left Turn)	↔ Rear-End
- - - Pedestrian	Ⓤ Utility Pole	↘ Angle (Right Turn)	⤴ Out of Control
- - - - Bicyclist	ⓕ Fixed Object	↔ Sideswipe-Same	↘ Overtake
▭ Parked Vehicle	Ⓝ Non-Fixed Object	↘ Sideswipe-Opposite	↘ Overtake
← - - - Non-Contact Vehicle			

CRASH SEVERITY DEFINITIONS

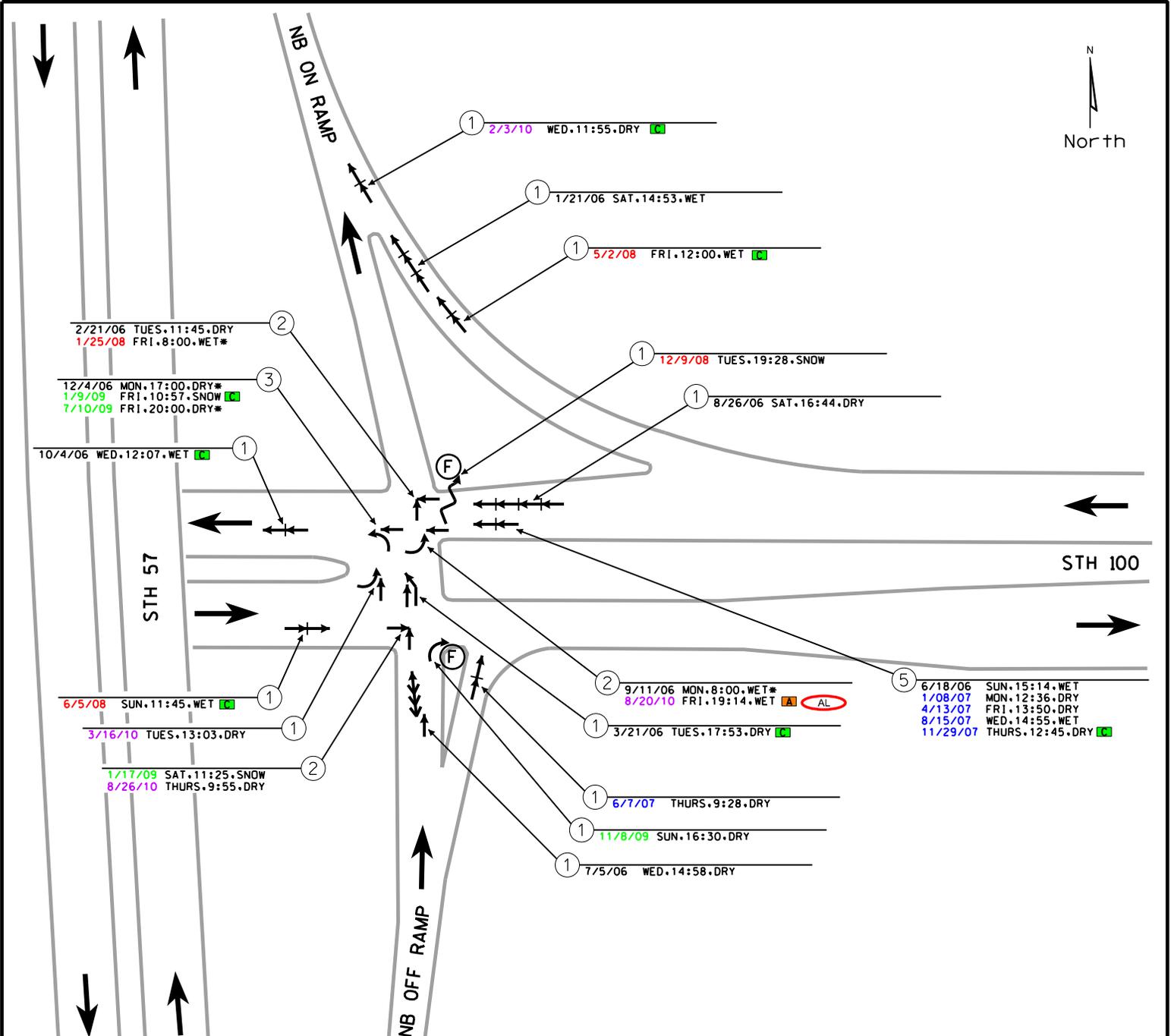
- = Fatal Crash
- = Incapacitating Injury Crash
- = Non-Incapacitating Injury Crash
- = Possible Injury Crash
- = Property Damage Only Crash

FILE NUMBER(PDF FILE NAME)  
DATE OF CRASH  
DAY OF THE WEEK  
TIME  
SEVERITY (SEE SEVERITY DEFINITIONS)  
ROAD CONDITIONS  
ALCOHOL/DRUG INVOLVEMENT AL

DATE  
7/26/11



COLLISION DIAGRAM  
STH 57 (SB RAMPS) AND STH 100  
MILWAUKEE COUNTY, WISCONSIN



\* - MV4000 CRASH REPORT NOT AVAILABLE. CRASH INFORMATION FROM META DATA ASSUMPTIONS MADE WHERE INFORMATION IS INCOMPLETE.

NOTE: 12 ADDITIONAL CRASHES OCCURRED AT NB OR SB RAMPS; HOWEVER, ADEQUATE INFORMATION IS NOT AVAILABLE REGARDING LOCATION, SEVERITY, OR TYPE.

YEAR	CRASH RATE	CRASH FREQUENCY/SEVERITY
2006 BLACK	0.43 Crashes Per Million Entering Vehicles	26 Crashes
2007 BLUE		
2008 RED		
2009 GREEN		
2010 PURPLE		
		0 Fatal Crash (K)
		1 Incapacitating (A-level)
		0 Non-Incapacitating (B-level)
		7 Possible (C-level)
		18 Property Damage Only

Entering Vehicles: 33,335/day

### LEGEND

→ Moving Vehicle	ⓈⓉ Stop/Yield Sign	↘ Angle (Right Angle)	↔ Head-On
↔ Backing Vehicle	Ⓣ Tree	↙ Angle (Left Turn)	↔ Rear-End
- - - Pedestrian	Ⓤ Utility Pole	↘ Angle (Right Turn)	⚡ Out of Control
- - - - Bicyclist	ⓕ Fixed Object	↔ Sideswipe-Same	↗ Overtake
▭ Parked Vehicle	Ⓝ Non-Fixed Object	↘ Sideswipe-Opposite	↰ Overtake
← - - - Non-Contact Vehicle			

**CRASH SEVERITY DEFINITIONS**

Ⓚ = Fatal Crash

ⓐ = Incapacitating Injury Crash

ⓑ = Non-Incapacitating Injury Crash

ⓐ = Possible Injury Crash

ⓐ = Property Damage Only Crash

Ⓝ = CRASH FREQUENCY

FILE NUMBER(PDF FILE NAME)

DATE OF CRASH

DAY OF THE WEEK

TIME

SEVERITY (SEE SEVERITY DEFINITIONS)

ROAD CONDITIONS

ALCOHOL/DRUG INVOLVEMENT (AL/DG)

DATE  
7/26/11



COLLISION DIAGRAM  
STH 57 (NB RAMPS) AND STH 100  
MILWAUKEE COUNTY, WISCONSIN



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	Request for Extended Holiday Hours from Burlington Coat Factory
<b>PREPARED BY:</b>	Matt Janecke, Assistant Village Manager
<b>REPORT DATE:</b>	November 26, 2013
<b>RECOMMENDATION:</b>	Consider the Request for Extended Holiday Hours Burlington Coat Factory
<b>EXPLANATION:</b>	<p>The Village has received a written request from Burlington Coat Factory for a variance to the Ordinance in Village Code, Chapter 14, Section 14-2, "Business Hours Regulated". Village Ordinance does not allow businesses to operate between the hours of 11:00 p.m. to 6:00 a.m.</p> <p>Burlington Coat Factory is asking permission from the Village Board to remain open until 12:00 a.m. midnight from December 12<sup>th</sup> through December 23<sup>rd</sup>.</p> <p>Please contact me with any questions or comments at 371-3052.</p>

## 2014 Holiday Operating Hours

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hrs
2014 2013	<b>Nov 23</b> Regular Hours Regular Hours	<b>Nov 24</b> Regular Hours Regular Hours	<b>Nov 25</b> Regular Hours Regular Hours	<b>Nov 26</b> Regular Hours Regular Hours	<b>Nov 27</b> 	<b>Nov 28</b> 7 am - 11 pm 6 am - 10 pm	<b>Nov 29</b> 9:00 am - 10 pm 9:30 am - 10 pm	0.5
2014 2013	<b>Nov 30</b> 9:00 am - 10 pm 9:30am - 9:30 pm	<b>Dec 01</b> 9 am - 10 pm 9 am - 10 pm	<b>Dec 02</b> 9 am - 10 pm 9 am - 10 pm	<b>Dec 03</b> 9 am - 10 pm 9 am - 10 pm	<b>Dec 04</b> 9 am - 10 pm 9 am - 10 pm	<b>Dec 05</b> 9 am - 11 pm 9 am - 11 pm	<b>Dec 06</b> 9 am - 11 pm 9 am - 11 pm	1
2014 2013	<b>Dec 07</b> 9:00 am - 11 pm 9:30am - 10 pm	<b>Dec 08</b> 9 am - 11 pm 9 am - 11 pm	<b>Dec 09</b> 9 am - 11 pm 9 am - 11 pm	<b>Dec 10</b> 9 am - 11 pm 9 am - 11 pm	<b>Dec 11</b> 9 am - 11 pm 9 am - 11 pm	<b>Dec 12</b> 8 am - 12 am 8 am - 12 am	<b>Dec 13</b> 8 am - 12 am 8 am - 12 am	1.5
2014 2013	<b>Dec 14</b> 8 am - 12 am 8 am - 10 pm	<b>Dec 15</b> 8 am - 12 am 8 am - 12 am	<b>Dec 16</b> 8 am - 12 am 8 am - 12 am	<b>Dec 17</b> 8 am - 12 am 8 am - 12 am	<b>Dec 18</b> 8 am - 12 am 8 am - 12 am	<b>Dec 19</b> 7 am - 12 am 7 am - 12 am	<b>Dec 20</b> 7 am - 12 am 7 am - 12 am	2
2014 2013	<b>Dec 21</b> 7 am - 12 am 7 am - 12 am	<b>Dec 22</b> 7 am - 12 am 7 am - 12 am	<b>Dec 23</b> 7 am - 12 am 7 am - 12 am	<b>Dec 24</b> 7 am - 8 pm 7 am - 8 pm	<b>Dec 25</b> 	<b>Dec 26</b> 8 am - Reg close 8 am - Reg close	<b>Dec 27</b> Regular Hours Regular Hours	0
2014 2013	<b>Dec 28</b> Regular Hours Regular Hours	<b>Dec 29</b> Regular Hours Regular Hours	<b>Dec 30</b> Regular Hours Regular Hours	<b>Dec 31</b> 9:30am - 8 pm 9:30am - 8 pm	<b>Jan 01</b> Regular Hours Regular Hours	<b>Jan 02</b> Regular Hours Regular Hours	<b>Jan 03</b> Regular Hours Regular Hours	0



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	Second Amendment to Lease Agreement for Village Hall Cell Tower
<b>PREPARED BY:</b>	Matt Janecke, Assistant Village Manager
<b>REPORT DATE:</b>	November 26, 2013
<b>RECOMMENDATION:</b>	Approve the Second Amendment to Lease Agreement for Village Hall Cell Tower
<b>EXPLANATION:</b>	<p>Staff was approached by the American Tower Corporation to extend the lease agreement for the tower behind Village Hall. American Tower is a well-established tower company who strives to be responsive to any problems that may arise and provide a local technician who will care for the site and maintain the leased land. Staff agreed the terms of the amendment are favorable to the Village.</p> <p>Highlights of the Amendment:</p> <ul style="list-style-type: none"><li>• Additional (4) 5-year renewal with the annual rent to the Village is \$20,000 effective immediately. An increase of \$10,875<ul style="list-style-type: none"><li>◦ Current Annual Rent: \$9,125</li></ul></li><li>• 3% escalator per year beginning 9/1/2015</li><li>• One-Time signing bonus of \$40,000 payable after full execution of all lease documents.</li></ul> <p>Minor details of the final agreement are still being considered and will be added at a later date.</p> <p>Please contact me with any questions or comments at 371-3052.</p>

## THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Village of Brown Deer**, a Wisconsin municipality, ("**Landlord**") and **Milwaukee SMSA Tower Holdings, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated September 1, 1994 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant entered into that certain Sublease Agreement with Southern Towers, Inc., predecessor to American Tower Asset Sub II, LLC (the "**Sublease**"), dated December 14, 2000 whereby Tenant subleased the Leased Premises to American Tower Asset Sub II, LLC; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Forty Thousand and No/100 Dollars (\$40,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before ~~on or before October 31, 2014~~ December 20, 2015; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord; (e) to be paid after January 1, 2015.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on September 1, 1994. Tenant shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional

time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to One Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$1,666.66) per month (the "**Rent**"). Commencing on September 1, 2015 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to Village of Brown Deer.
4. **Relocation of Premises.** Lessor shall have the right to relocate the Leased Premises one time during the New Renewal Terms at Lessor's sole expense, including but not limited to reimbursement to Lessee of any expenses incurred by the Lessee as the result of such relocation. Lessor shall notify Lessee in writing of its intent to relocate the Leased Premises at least 180 days prior to the date of such relocation, and shall deliver to Lessee with such notice a copy of a survey and legal description depicting the proposed new location of the Leased Premises (the "**Relocation Site**"). Lessee shall have the right to approve the Relocation Site, which approval must be in writing to be effective and which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the forgoing, Lessor hereby acknowledges and agrees that if, in Lessee's reasonable discretion, Lessee's intended use of the Leased Premises will be negatively impacted by any such relocation, Lessee's rejection of such Relocation Site shall be deemed to be reasonable by the Parties. In the event Lessor elects to relocate the Leased Premises, such alternate location shall provide access to the Leased Premises of the same or similar availability as exists on the Effective Date. Lessor agrees that such relocation will not interrupt Lessee's intended use, including but not limited to access to the Relocation Site 24 hours a day 7 days a week. If Lessor or Lessee files an action for the enforcement or breach of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs. To the fullest extent permitted by applicable law, Lessor agrees to and hereby does indemnify, protect, defend and hold harmless Lessee and any of Lessee's customers, lessees, sublessees, successors and/or assigns, for, from, and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, (including court costs, attorney's fees, and cost of investigation) of any nature, kind or description that are incurred, asserted, or otherwise suffered by, Lessee and/or any of its customers, lessees, sublessees, successors and/or assigns arising out of, or alleged to have arisen out of said relocation.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises

from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any

information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 4800 W. Green Brook Drive, Brown Deer, WI 53221; To Tenant at: c/o AT&T Network Real Estate Administration, RE: 10011941 Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324; with copy to: AT&T Legal Department – Network, Attn: Network Counsel, RE: 10011941, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

[SIGNATURES FOLLOW ON NEXT PAGE]

**LANDLORD:**

**Village of Brown Deer,**  
a Wisconsin municipality

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT:**

**Milwaukee SMSA Tower Holdings, LLC**  
a Delaware limited liability company

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

LOT 2 OF BROWN DEER STATION SUBDIVISION, A RECORDED SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 2, IN TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Part of Lot 2 of Brown Deer Station, a recorded Subdivision of a part of the Southeast 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin described as follows:

Commencing at the Northerly-most corner of said subdivision, said corner being North 00°-34'-49" West 2404.23 feet and North 88°-34'-51" East 1069.73 feet from a concrete monument with brass cap found marking the Southwest corner of the Southeast 1/4 of said Section 2; thence South 18°-55'-31" East along the Northeasterly line of said Brown Deer Station Subdivision 466.41 feet to the Northerly-most corner of Lot 2 in said Subdivision; thence continuing South 18°-55'-31" East along the Northeasterly line of said Subdivision 361.46 feet; thence leaving said Northeasterly line South 71°-04'-29" West 195.40 feet to an outside masonry corner of the existing Village Hall of Brown Deer and the point of beginning of the land to be described; thence South 30°-26'-23" East 13.17 feet; thence South 59°-33'-37" West 26.42 feet; thence North 30°-26'-23" West 13.17 feet to the aforesaid Village Hall wall; thence North 59°-33'-37" East along said wall 26.42 feet to the point of beginning.

## ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Part of Lot 2 of Brown Deer Station, a recorded Subdivision of a part of the Southeast 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin described as follows:

Commencing at the Northerly-most corner of said subdivision, said corner being North  $00^{\circ}-34'-49''$  West 2404.23 feet and North  $88^{\circ}-34'-51''$  East 1069.73 feet from a concrete monument with brass cap found marking the Southwest corner of the Southeast 1/4 of said Section 2; thence South  $18^{\circ}-55'-31''$  East along the Northeasterly line of said Brown Deer Station Subdivision 466.41 feet to the Northerly-most corner of Lot 2 in said Subdivision; thence continuing South  $18^{\circ}-55'-31''$  East along the Northeasterly line of said Subdivision 361.46 feet; thence leaving said Northeasterly line South  $71^{\circ}-04'-29''$  West 195.40 feet to an outside masonry corner of the existing Village Hall of Brown Deer; thence South  $30^{\circ}-26'-23''$  East 13.17 feet to the point of beginning of the easement to be described; thence continuing South  $30^{\circ}-26'-23''$  East 54.00 feet; thence South  $59^{\circ}-33'-37''$  West 36.90 feet to a masonry wall of the aforesaid Village Hall; thence North  $30^{\circ}-26'-23''$  West along said wall 67.17 feet to an inside corner of said wall; thence North  $59^{\circ}-33'-37''$  East along said wall 10.49 feet; thence leaving said wall South  $30^{\circ}-26'-23''$  East 13.17 feet; thence North  $59^{\circ}-33'-37''$  East 26.42 feet to the point of beginning.

## **EXHIBIT B**

# **FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/John J. Sullivan, Esq.  
ATC Site No: 310775  
ATC Site Name: Brown Deer, WI 2  
Assessor's Parcel No(s): 028-0023-000

**Prior Recorded Lease Reference:**

Book 3403, Page 740  
State of Wisconsin  
County of Milwaukee

---

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between **Village of Brown Deer**, a Wisconsin municipality ("**Landlord**") and **Milwaukee SMSA Tower Holdings, LLC**, a Delaware limited liability company ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement, dated September 1, 1994 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 31, 2034~~9~~. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and return any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
  
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 4800 W. Green Brook Drive, Brown Deer WI 53221, To Tenant at: c/o AT&T Network Real Estate Administration, RE: 10011941 Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324; with copy to: AT&T Legal Department – Network, Attn: Network Counsel, RE: 10011941, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
  
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
  
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

**LANDLORD**

**2 WITNESSES**

**Village of Brown Deer,**  
a Wisconsin municipality

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**TENANT**

**WITNESS**

**Milwaukee SMSA Tower Holdings, LLC**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

LOT 2 OF BROWN DEER STATION SUBDIVISION, A RECORDED SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 2, IN TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Part of Lot 2 of Brown Deer Station, a recorded Subdivision of a part of the Southeast 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin described as follows:

Commencing at the Northerly-most corner of said subdivision, said corner being North 00°-34'-49" West 2404.23 feet and North 88°-34'-51" East 1069.73 feet from a concrete monument with brass cap found marking the Southwest corner of the Southeast 1/4 of said Section 2; thence South 18°-55'-31" East along the Northeasterly line of said Brown Deer Station Subdivision 466.41 feet to the Northerly-most corner of Lot 2 in said Subdivision; thence continuing South 18°-55'-31" East along the Northeasterly line of said Subdivision 361.46 feet; thence leaving said Northeasterly line South 71°-04'-29" West 195.40 feet to an outside masonry corner of the existing Village Hall of Brown Deer and the point of beginning of the land to be described; thence South 30°-26'-23" East 13.17 feet; thence South 59°-33'-37" West 26.42 feet; thence North 30°-26'-23" West 13.17 feet to the aforesaid Village Hall wall; thence North 59°-33'-37" East along said wall 26.42 feet to the point of beginning.

## ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Part of Lot 2 of Brown Deer Station, a recorded Subdivision of a part of the Southeast 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin described as follows:

Commencing at the Northerly-most corner of said subdivision, said corner being North  $00^{\circ}-34'-49''$  West 2404.23 feet and North  $88^{\circ}-34'-51''$  East 1069.73 feet from a concrete monument with brass cap found marking the Southwest corner of the Southeast 1/4 of said Section 2; thence South  $18^{\circ}-55'-31''$  East along the Northeasterly line of said Brown Deer Station Subdivision 466.41 feet to the Northerly-most corner of Lot 2 in said Subdivision; thence continuing South  $18^{\circ}-55'-31''$  East along the Northeasterly line of said Subdivision 361.46 feet; thence leaving said Northeasterly line South  $71^{\circ}-04'-29''$  West 195.40 feet to an outside masonry corner of the existing Village Hall of Brown Deer; thence South  $30^{\circ}-26'-23''$  East 13.17 feet to the point of beginning of the easement to be described; thence continuing South  $30^{\circ}-26'-23''$  East 54.00 feet; thence South  $59^{\circ}-33'-37''$  West 36.90 feet to a masonry wall of the aforesaid Village Hall; thence North  $30^{\circ}-26'-23''$  West along said wall 67.17 feet to an inside corner of said wall; thence North  $59^{\circ}-33'-37''$  East along said wall 10.49 feet; thence leaving said wall South  $30^{\circ}-26'-23''$  East 13.17 feet; thence North  $59^{\circ}-33'-37''$  East 26.42 feet to the point of beginning.

## **Instructions for completing the Resolution and Consent Affidavit**

*\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/John J. Sullivan, Esq.  
ATC Site No: 310775  
ATC Site Name: Brown Deer, WI 2  
Assessor's Parcel No(s): 028-0023-000

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**RESOLUTION AND CONSENT AFFIDAVIT**

**Village of Brown Deer, a Wisconsin municipality**

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to Milwaukee SMSA Tower Holdings, LLC, a Delaware limited liability company (the "**Tenant**") under a Ground Lease Agreement originally dated September 1, 1994 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 1**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 2**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 3**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 4**

**WITNESS**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 5**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 6**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

## FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This **FIRST AMENDMENT TO GROUND LEASE AGREEMENT** ("Amendment") is made as of the latter signature date hereof (the "Effective Date") by and between the Village of Brown Deer ("Landlord") and Milwaukee SMSA Limited Partnership, a Delaware limited partnership ("Tenant").

**WHEREAS**, Landlord and Tenant entered into that certain Ground Lease Agreement dated August 30, 1994, with a commencement date of September 1, 1994 (the "Lease"), whereby Landlord leased to Tenant certain real property, together with easements for ingress and egress and the installation and maintenance of utilities (collectively referred to as the "Leased Property"), for the construction, operation, and maintenance of a communications tower and other facilities on the Leased Property, all as more particularly set forth therein; and

**WHEREAS**, Tenant and Southern Towers, Inc., a Delaware corporation ("Southern Towers") entered into a sublease of the Leased Property and the improvements located thereon ("Sublease") through which Southern Towers acquired from Tenant the right to sublease or license space within the Leased Property and improvements thereon to other parties ("Collocators"); and

**WHEREAS**, Southern Towers and American Tower Asset Sub II, LLC ("American Tower") entered into an Assignment and Assumption of Lease or Other Lease dated February 28, 2007 through which American Tower acquired from Southern Towers the right to sublease or license space with the Leased Property and improvements thereon to Collocators; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease as described herein.

**NOW THEREFORE**, by mutual agreement of the parties and in consideration of the mutual promises, rights and obligations hereinafter set forth, the Lease is hereby amended as of the Effective Date as follows:

1. **Defined Terms.** Any capitalized terms used in this Amendment that are not defined herein shall have the meanings given those terms in the Lease.

2. **Sublease to Additional Tenant.** Landlord hereby acknowledges that Landlord consents to Tenant's sublease of all or any part of the Leased Property including, but not limited to, ground space and tower space, to an additional wireless communications carrier, Clear Wireless, LLC ("Clearwire") and its successors, assigns, parents, affiliates and subsidiaries without limitation, which carrier shall be allowed to use the easements for ingress, egress, regress and utilities. This consent shall apply to any and all approvals and notices related to the sublease of Clearwire at the tower site including, but not limited to, notice of construction, construction approvals and approval of the sublease. Landlord hereby agrees that any use of the Leased Property by Tenant or Clearwire consistent with the terms of this Amendment shall not render either Landlord or Clearwire to be in default under the terms of the Lease or to be in breach thereof.

3. **Consideration.** In consideration for Landlord authorizing Clearwire to use the Leased Property pursuant to paragraph 2 herein above, and for rights and benefits otherwise conferred to Tenant by the terms of this Lease, Tenant hereby agrees to pay the Landlord Five Hundred and No/Dollars (\$500.00) per month of the license fee received from Clearwire (the "Collocation Fee"), commencing on the date a notice to proceed is issued to Clearwire to install upon the tower site. This Collocation Fee shall increase by four percent (4.0%) annually on the anniversary of the commencement of the payment of the Collocation Fee. This Collocation Fee shall be due in addition to and without regard for the other rent obligations set forth in the Lease. If at any time Clearwire shall cease its tenancy, the consideration paid to Landlord shall be reduced proportionately.

4. **Assignment.** Section 11 of the Lease shall be revised to add:  
Landlord acknowledges consent to all past assignments and subleases of the Lease. Tenant may sublease or assign this Lease, in whole or in part, or any of its rights under this Lease, to any affiliate, subsidiary or successor of Tenant, or any other entity assuming all obligations under the Lease.

5. **Ratification/Estoppel.** Tenant and Landlord each hereby ratifies and confirms that the Lease is in full force and effect. Landlord represents and warrants that, as of the Effective Date, Tenant is not in default in the payment or performance of its obligations under the Lease and, to the best of Landlord's current knowledge, there is no existing condition that, although not presently a default, may result in a default under the Lease. Except as modified herein, the Lease and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. If any inconsistency exists or arises between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail.

6. **Entirety; Amendment; Counterparts.** This Amendment, together with the Lease, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective. This Amendment will be governed by the laws of the state in which the Site is situated. This Amendment may be executed in any number of counterparts, each of which shall be an original, which may be delivered via facsimile, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, Landlord and Tenant have each executed this First Amendment as of the Effective Date written above

LANDLORD :

WITNESSES:

Village of Brown Deer

Russell V. Gompel  
By: Russell Van Gompel  
Its: Village Manager / Clerk

Bridget M. Souffrant  
Signature  
Print Name: Bridget M. Souffrant

Jesse R. Thyes  
Signature  
Print Name: JESSE R. THYES

ACKNOWLEDGEMENT

State of

County of MILWAUKEE

On MARCH 17, 2010 before me, JILL KENDA-LUBETSKI (here insert name), a Notary Public, personally appeared RUSSELL VAN GOMPEL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Jill Kenda-Lubetski  
Notary Public  
Print Name: JILL KENDA-LUBETSKI  
My commission expires: 12-23-2012

TENANT:

Milwaukee SMSA Tower Holdings, LLC,  
a Delaware limited liability company

WITNESSES:

Nellie Jabbari

By:

**Nellie Jabbari**

Its:

Senior Manager - Partnerships/MLAs

MAR 26 2010

Tanya L. Dooly

Signature

Print Name: Tanya L. Dooly

Lisa Dorian

Signature

Print Name: Lisa Dorian

ACKNOWLEDGEMENT

State of Georgia

County of Fulton

On 3.26.10 before me, Ernest Cooper (here insert name), a Notary Public, personally appeared Nellie Jabbari, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

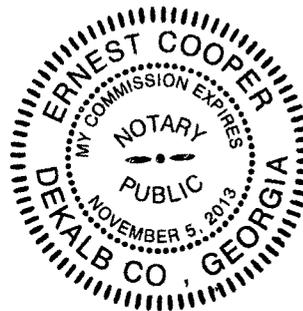
WITNESS my hand and official seal.

Ernest Cooper

Notary Public

Print Name: Ernest Cooper

My commission expires: 11/5/13



GROUND LEASE AGREEMENT

1: Definitions of Terms Used in this Document:

1.1 Landlord's Contact Person

Paul A. Patrie - Village Manager  
Village of Brown Deer  
4800 W. Green Brook Drive  
Brown Deer, WI 53223-2496  
(414) 357-0133

1.2 Landlord

Village of Brown Deer  
4800 W. Green Brook Drive  
Brown Deer, WI 53223-2496  
(414) 357-0100

1.3 Name and Address for Payment of Rent

Village of Brown Deer  
ATTN: Keith Van, Treasurer  
(Same Address)

1.4 Taxpayer Identification Number

39-6021350

1.5 Property Identification Number

028-0023-000

1.6 Leased Property

The leased real estate including easements which has a common address of 4800 West Green Brook Drive in Milwaukee County, Village of Brown Deer, which is legally described on Exhibit A and is marked in the sketches described on Exhibit B.

1.7 Commencement Date

SEPTEMBER 1, 1994

1.8 Initial Term

Five (5) Years

1.9 Term

The Initial Term and any extension term or year to year term described in Sections 2 and 3

1.10 Lease

This Ground Lease Agreement including Exhibits A, B and C.

1.11 Initial Rent

\$6,000.00 annually payable  
\$ 500.00 monthly

1.12 Tenant

Milwaukee SMSA Limited Partnership, a Delaware limited partnership

1.13 Tenant's Contact Person

Manager, Real Estate & Zoning

1.14 Tenant's Address

Milwaukee SMSA Limited Partnership  
c/o Ameritech Cellular Services Real Estate Department  
1055 N. Mayfair Road, Suite 200  
Wauwatosa, WI 53226  
With a copy to:  
Ameritech Cellular Services  
Legal Department, 3H82  
2000 W. Ameritech Center Drive  
Hoffman Estates, IL 60195-5000

**2: Term and Options to Extend:**

2.1 **Initially.** Landlord leases the Leased Property to Tenant for the Initial Term and on the terms and conditions of this Lease beginning on the Commencement Date at the Initial Rent.

2.2 **Option to Extend.** The term of this Lease shall be automatically renewable for four (4) additional terms of five (5) years each following the original term or any renewable term at the annual rental stated below and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires to not extend any subsequent term of the Lease it shall give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term.

**2.3 Rent During Extension Terms.**

The annual rental for the first (1st) five (5) year extension term shall be increased to Six Thousand Nine Hundred and 00/100 Dollars (\$6,900.00); (payable \$575.00 monthly); and

for the second (2nd) five (5) year extension term shall be increased to Seven Thousand Nine Hundred Thirty-five and 00/100 Dollars (\$7,935.00) (payable \$661.25 monthly); and

for the third (3rd) five (5) year extension term shall be increased to Nine Thousand One Hundred Twenty-five and 25/100 Dollars (\$9,125.25); (payable \$760.44 monthly); and

for the fourth (4th) five (5) year extension term shall be increased to Ten Thousand Four Hundred Ninety-four and 04/100 Dollars (\$10,494.04); (payable \$874.51 monthly).

**STANDARD PROVISIONS****3: Additional Yearly Terms.**

If at the end of the fourth (4th) five (5) year extension term, this Lease has not been terminated by either party giving six (6) months prior written notice to the other, the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for any subsequent annual terms until such time as either party serves written notice upon the other of its intention to terminate this Lease at least six (6) months prior to the end of any annual term. Rent for these annual periods shall be equal to the product of the rent paid for the preceding lease year multiplied by 1.03 (103%) payable in equal monthly installments.

#### 4: Methods of Payment.

4.1 **First Rent Payment.** Not later than fourteen (14) days after the Commencement Date, Tenant shall pay Landlord rent for the first two (2) full calendar months of the Initial Term.

4.2 **Subsequent Monthly Rent Payments.** Effective with the first (1st) day of the third (3rd) calendar month, of the Initial Term rent shall be payable monthly in advance on the first (1st) day of each calendar month.

4.3 **Location for Payment.** All rent shall be paid to Landlord at the Address for Payment of Rent or to another person, firm or place which the Landlord may from time to time designate in writing at least forty five (45) days in advance of a rent payment date.

#### 5: Use of Leased Property.

Tenant may use the Leased Property for lawful telecommunications purposes and related site preparation, improvements and maintenance purposes in accordance with local rules and governmental regulations.

#### 6: Tenant's Installation

6.1 **Improvements.** Tenant may install a monopole approximately one hundred thirty (130') feet in height, antennas, an approximate 13' x 26' building ("Building"), fencing, equipment, other personal property, fixtures, cables, transmission lines, and utilities and make any other improvements. Tenant may from time to time replace any of these items with new or different items with the same or different specifications so long as their installation is otherwise in compliance with this Lease and applicable laws, ordinances and codes.

6.2 **Landlord's Antenna.** Pursuant to a separate agreement between the Landlord and Tenant dated July 5, 1994 attached as Exhibit C by this reference, Tenant shall, contemporaneously with the installation of its own antenna, install for the Landlord on the Monopole at the location specified in such agreement certain antennae and cable for Landlord's use. Landlord shall have the right to use the Monopole in connection with the operation of its antennae, including the right of access thereto, throughout the duration of this Agreement. Ongoing maintenance and care of the antennae and cable shall be the responsibility of the Landlord.

6.3 **Workmanlike Construction.** Tenant agrees that the installation will be completed in a neat, workmanlike manner consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of extending

Landlord's electrical service to Tenant's equipment, will be paid by the Tenant.

6.4 **Title to Various Items.** Landlord shall, at all times, be the sole and exclusive owner of the Leased Property. The Tenant shall at all times be the sole and exclusive owner of the antenna structure, antennas, equipment enclosures, equipment, other personal property, fixtures, cables and transmission lines and other improvements installed by Tenant on the Leased Property.

6.5 **Ingress and Egress.** Tenant and its authorized representatives shall have the right of ingress and egress to and from the Leased Property twenty-four (24) hours a day, seven (7) days a week.

#### **7: Taxes and Assessments.**

Pursuant to Wisc. Stat. § 76.38 (1985-86), as the same may be renumbered or amended from time to time, the buildings and improvements leased to or constructed by Tenant will be exempt from local real property taxes for so long as such buildings and improvements are "used and useful" in the operation of Tenant's cellular mobile telephone business (or any other business permitted under this Lease and which can be characterized as "operating a telecommunications facility or providing telecommunications services" for the purposes of the above-referenced statute). Upon the commencement of the term of the Lease, Tenant shall contact the local tax assessor (or the State tax assessor, if the property is assessed by the State) and provide such information as may be required to have the property eligible for such a tax exemption removed from the tax rolls. Thereafter, Tenant shall continue to provide the property tax assessor with such information as reasonably may be necessary to continue the tax exemption for so long as the property is eligible for the tax exemption. If Tenant no longer qualifies for the exemption, Tenant will be liable for payment of all taxes assessed against Tenant's improvements.

Landlord shall pay all net general real property taxes and special assessments levied against Landlord's property (including the Leased Property leased to Tenant) during the entire term of this Lease. Tenant shall have the right, but not the obligation, with notice to Landlord, to pay all or a portion of any delinquent taxes or assessments in order to avoid a tax deed to the County or any other party as a result of delinquent tax proceedings. If Tenant expends any funds on delinquent taxes or assessments, then Tenant may offset such expenditures from rent or any other sums next due to Landlord from Tenant. rent or any other sums next due.

#### **8: Indemnification. [Intentionally Omitted]**

### 9: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

9.1 **Authority.** Landlord is solvent and the owner of the Leased Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting this Leased Property.

9.2 **No Condemnation.** Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Leased Property, or any part, instead of condemnation.

9.3 **No Unrecorded Liens.** Landlord has not performed and has not caused to be performed any work on the Leased Property during the six months preceding the date of this Lease which could give rise to any mechanic's or materialmen's liens. There are no unrecorded easements or agreements affecting the Leased Property.

### 10: Easements

10.1 **Granted.** For the Term of this Lease, Landlord grants Tenant the Access and Utility Easements, if any, described in Exhibits A or B of this Lease and the Rider to the Memorandum of Lease.

10.2 **Modifications.** If subsequent to the date of this Lease it is reasonably determined by Tenant that any Access or Utility Easement obtained does not or no longer adequately serves the Leased Property and Tenant's use thereof, Landlord agrees to cooperate with Tenant to relocate such Easements where practical. In the event the Landlord is unable to relocate any of the necessary Easements, then at Tenant's option this Lease may be terminated upon the payment of rent for the remainder of the term or six (6) months, whichever is less.

### 11: Assignment.

The Tenant may sublease or assign this Lease, in whole or in part, or any of its rights under this Lease to Ameritech Mobile Communications, Inc., or any business entity or partnership affiliated with it or Tenant by common ownership and Tenant's liability under this Lease shall cease. Any other assignment or sublease by Tenant shall be with the prior written consent of Landlord which will not be unreasonably withheld or delayed.

## 12: Defaults.

12.1 **By Tenant.** In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies as shall then be provided by law except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the Leased Property; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, such longer period as may be mutually agreed to by the parties as may be necessary for Tenant to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default, in addition to any other remedies available to Landlord, the Landlord may elect to commence eviction proceedings provided, however, Tenant shall be permitted a six month stay from receipt of a notice of eviction at 125% of the then current monthly rent to find an alternative site if acceptable to Landlord.

12.2 **By Landlord.** If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding anything else in this Lease, Tenant may defer payment of Rent including the first rent payment, during any period in which Landlord is in default in any of its obligations under this Lease; has failed to provide or execute or cause to be provided or executed (a) any document reasonably necessary for Tenant's use of the Leased Property in the manner contemplated, (b) any easement; or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent.

## 13: Condemnation.

In the event of condemnation, Tenant's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Tenant's leasehold interest, antennas, improvements, transmission lines, loss of business and equipment, and Tenant's costs of relocation. Tenant shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for property owned by the Landlord.

## 14: Casualty.

In the event the Leased Property is destroyed or damaged in whole or in part by casualty during the term of this Lease then, at Tenant's option (exercised by notice to Landlord), this Lease may

be terminated as of the date of the event or at any time within 90 days thereafter and no further rent shall be due under the Termination Section or any other Section of this Lease.

#### **15: Quiet Enjoyment.**

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

#### **16: Subordination, Non-Disturbance and Attornment.**

**16.1 Existing Encumbrances.** Within thirty (30) days after the execution of this Lease, Landlord shall deliver to Tenant executed original of non-disturbance and attornment agreements with Tenant in form satisfactory to Tenant and Landlord from any existing mortgage holder or other party holding an interest in the Leased Property which may take precedence over Tenant's interest in the Leased Property. Failure by the Landlord to deliver any required non-disturbance and attornment agreement shall entitle Tenant, at Tenant's option to terminate this Lease at any time thereafter and to obtain a refund of all rent and any other amounts paid to Landlord, and, in any case, Tenant shall have no obligation to pay rent or other amounts under this Lease until Landlord delivers the executed non-disturbance and attornment agreement.

**16.2 Subsequent Financing.** Tenant shall enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the date of this Lease, if the agreements are in form satisfactory to Tenant.

#### **17: Termination.**

**17.1 By Tenant.** In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this lease: (a) at any time upon thirty (30) days' written notice to Landlord and payment of six (6) months rental, (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and/or Tenant has lost, been denied or failed to satisfy any necessary authorization or radio engineering criteria to use the Leased Property as contemplated in this Lease, or (ii) Tenant's having obtained a soil test which shows

contamination or building conditions which in Tenant's judgment are unsuitable for Tenant's purposes.

**17.2 Removal of Equipment.** Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall at its sole expense remove from the Leased Property all of its antennas, transmitting and receiving equipment, transmitting lines, other personal property, fixtures and other improvements (except underground wiring, driveways, sidewalks and foundations). Tenant shall leave all fencing unless prior to the effective date of the expiration, termination or cancellation, Landlord requests removal. Tenant shall have up to ninety (90) days after the effective date of the expiration, termination, cancellation to complete removal of all items. If, Tenant requires any of the ninety (90) day period after the effective date for the removal, Tenant shall pay Landlord the then current monthly rent (or in the case of annual rental one-twelfth of the annual rental) in advance for each thirty (30) day period or portion thereof Tenant requires to complete the removal. Notwithstanding anything contained herein to the contrary, upon the expiration of the Lease, Tenant shall convey to Landlord all of its right, title and interest in and to the Monopole and Building in an "As Is" and "With All Faults" condition.

#### **18: Cooperation.**

Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within thirty (30) days of Tenant's written request. During the term of this Lease Landlord shall take no action which adversely affects the uses permitted on the Leased Property. At any time after the date of this Lease or the Commencement Date, either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

#### **19: Lease Construction.**

This Lease shall be construed in accordance with the laws of the State of where the Leased Property is located. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

#### **20: Entire Binding Understanding; No Oral Modification.**

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing

signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

#### **21: Successors; Separability.**

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

#### **22: Notices.**

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

#### **23: Lease Memorandum.**

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record or re-record a modified Memorandum of Lease or a supplement to the Memorandum of Lease. Tenant shall not be required to pay rent during any period in which Landlord refuses to execute a modification or supplement.

#### **24: Performance.**

Time is of the essence in this Lease.

#### **25: Broadcast Interference.**

**25.1 Definition.** As used in this Lease, "interference" with a broadcasting activity means:

- (A) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(B) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Leased Property or had any equipment on the Leased Property.

25.2 **Removal.** Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Leased Property. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees or agents.

## 26: Environmental Matters.

26.1 **Definition.** For purposes of this Lease:

(A) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(B) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

26.2 **No Hazardous Material.** Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Leased Property or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material.

26.3 **Tenant's Indemnity.** Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Leased Property or into or upon any land, the

atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant.

26.4 **Landlord's Indemnity.** In all other cases, Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Leased Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in control of Landlord.

26.5 **Survival.** The provisions of and undertakings and indemnifications set out in this Section shall survive the termination of this Lease.

## 27. Miscellaneous.

The terms and conditions of that certain agreement between the parties dated July 5, 1994 ~~attached hereto as Exhibit 6~~ is incorporated by this reference and made a part hereof. *CB Pdt*

AGREED as of the later of the two dates below:

LANDLORD

Village of Brown Deer

By: Earl McGovern  
Name: Earl McGovern  
Title: Village President

By: Paul A. Patrie  
Name: Paul Patrie  
Title: Village Clerk

TENANT

Milwaukee SMSA Limited Partnership, a Delaware limited partnership, by its sole general partner, Ameritech Mobile Communications of Wisconsin, Inc., a Wisconsin corporation

By: Charles A. Bale  
Name: Charles A. Bale  
Title: Regional Vice President

Date: 8/30/94

Date: 8/15/94

EXHIBIT A

GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF LEASED PREMISES AND EASEMENTS

# MIL. DCC

*Page 11*

## LEGAL DESCRIPTION - LEASE SITE

Part of Lot 2 of Brown Deer Station, a recorded Subdivision of a part of the Southeast 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin described as follows:

Commencing at the Northerly-most corner of said subdivision, said corner being North  $00^{\circ}-34'-49''$  West 2404.23 feet and North  $88^{\circ}-34'-51''$  East 1069.73 feet from a concrete monument with brass cap found marking the Southwest corner of the Southeast 1/4 of said Section 2; thence South  $18^{\circ}-55'-31''$  East along the Northeasterly line of said Brown Deer Station Subdivision 466.41 feet to the Northerly-most corner of Lot 2 in said Subdivision; thence continuing South  $18^{\circ}-55'-31''$  East along the Northeasterly line of said Subdivision 361.46 feet; thence leaving said Northeasterly line South  $71^{\circ}-04'-29''$  West 195.40 feet to an outside masonry corner of the existing Village Hall of Brown Deer and the point of beginning of the land to be described; thence South  $30^{\circ}-26'-23''$  East 13.17 feet; thence South  $59^{\circ}-33'-37''$  West 26.42 feet; thence North  $30^{\circ}-26'-23''$  West 13.17 feet to the aforesaid Village Hall wall; thence North  $59^{\circ}-33'-37''$  East along said wall 26.42 feet to the point of beginning.

## LEGAL DESCRIPTION - NON-EXCLUSIVE EASEMENT

Part of Lot 2 of Brown Deer Station, a recorded Subdivision of a part of the Southeast 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin described as follows:

Commencing at the Northerly-most corner of said subdivision, said corner being North  $00^{\circ}-34'-49''$  West 2404.23 feet and North  $88^{\circ}-34'-51''$  East 1069.73 feet from a concrete monument with brass cap found marking the Southwest corner of the Southeast 1/4 of said Section 2; thence South  $18^{\circ}-55'-31''$  East along the Northeasterly line of said Brown Deer Station Subdivision 466.41 feet to the Northerly-most corner of Lot 2 in said Subdivision; thence continuing South  $18^{\circ}-55'-31''$  East along the Northeasterly line of said Subdivision 361.46 feet; thence leaving said Northeasterly line South  $71^{\circ}-04'-29''$  West 195.40 feet to an outside masonry corner of the existing Village Hall of Brown Deer; thence South  $30^{\circ}-26'-23''$  East 13.17 feet to the point of beginning of the easement to be described; thence continuing South  $30^{\circ}-26'-23''$  East 54.00 feet; thence South  $59^{\circ}-33'-37''$  West 36.90 feet to a masonry wall of the aforesaid Village Hall; thence North  $30^{\circ}-26'-23''$  West along said wall 67.17 feet to an inside corner of said wall; thence North  $59^{\circ}-33'-37''$  East along said wall 10.49 feet; thence leaving said wall South  $30^{\circ}-26'-23''$  East 13.17 feet; thence North  $59^{\circ}-33'-37''$  East 26.42 feet to the point of beginning.

**EXHIBIT B**  
GROUND LEASE AGREEMENT  
SKETCH OF THE PROPERTY

EXHIBIT C  
" AGREEMENT "

*This case is Exhibit B  
to the  
" Agreement. "*





# Committee/Board/Commission Reappointment Form

**Thank you for your involvement with the Village of Brown Deer.** To assist in processing your re-appointment, please complete the top section of the form and sign. To offer additional comments, feel free to complete any other lines on the form. As you may recall, the Village President recommends all citizen appointments to the Village Board of Trustees for approval. Any information provided may further support your re-appointment.

Name: (as you like to be addressed) Ken Harmon

Address: 8635 N 64 St Phone No.: 414 380-9074

E-Mail: Ken.Harmon@Gmail Years as Brown Deer Resident: 16

What Village committee(s) are you currently serving on? Water

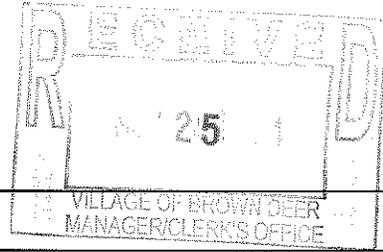
Would you like to be re-appointed? (circle one)  Yes  No

Signature: [Handwritten Signature] Date: 11/22/2014

Applicant information is subject to public release under state law.

Optional additional information:

Why are you interested in serving with this particular group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Qualifications for serving on this group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Community Involvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation / Employer: \_\_\_\_\_

Family Details: \_\_\_\_\_  
\_\_\_\_\_

Leisure Activities / Hobbies: \_\_\_\_\_  
\_\_\_\_\_



# Committee/Board/Commission Reappointment Form

*Thank you for your involvement with the Village of Brown Deer.* To assist in processing your re-appointment, please complete the top section of the form and sign. To offer additional comments, feel free to complete any other lines on the form. As you may recall, the Village President recommends all citizen appointments to the Village Board of Trustees for approval. Any information provided may further support your re-appointment.

Name: (as you like to be addressed) Ann Griffin

Address: 8159 N 38th St Phone No.: 414-354-7145

E-Mail: annmg45@hotmail.com Years as Brown Deer Resident: 30 years

What Village committee(s) are you currently serving on? 4th of July Committee

Would you like to be re-appointed? (circle one)  Yes  No

Signature: Ann Griffin Date: 11-26-2014

Applicant information is subject to public release under state law.

### Optional additional information:

Why are you interested in serving with this particular group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Qualifications for serving on this group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Community Involvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation / Employer: \_\_\_\_\_

Family Details: \_\_\_\_\_  
\_\_\_\_\_

Leisure Activities / Hobbies: \_\_\_\_\_  
\_\_\_\_\_

