

Memo

To: Plan Commission, Village Board

Fr: Trevor Fuller, Director of Planning and Community Development

Re: ACTION RE: APPROVAL OF CERTIFIED SURVEY MAP FROM MAU & ASSOCIATES ON BEHALF OF AJS LLC FOR PARCEL AL-25-1 LOCATED AT 1430 MARINE STREET

Date: 29 September 2021

A Certified Survey Map (CSM) was submitted from Mau & Associates, on behalf of AJS LLC., to divide parcel AL-25-1, located at 1430 Marine Street into four outlots, more generally the Jimmy Seas and Nuk's restaurant area.

The site contains approximately 4.1 acres. Any land division over 3 acres must adhere to the regulations found in Section 475-51D of the Village Ordinances, in addition to the standard land division regulations found in Chapter 460 of the Village Ordinances and States Statutes 236.

A CSM was previously approved by the Plan Commission and Village Board (May 2021), contingent on staff recommendations and clarification with Brown County on identifying the bulkhead line. The current property owner has requested to change the property boundaries, creating a flag lot with a dedicated ingress/egress easement to all four outlots.

Site Review:

- The property is zoned GXR (Riverfront Office-Residential Mix), with a mix of restaurant and storage uses. The storage uses are existing non-conforming uses and will remain as such.
- The Comprehensive Plan calls for redevelopment of the site, with a mixed-use master planned development. There are no known site redevelopment plans to date.
- There is an environmentally sensitive area, 75' east of the OHWM (ordinary high water mark) of the Fox River. Construction of new buildings must be outside of this ESA or at the average setback of the neighboring existing buildings.
- Easements include:
 - A 10' utility easement exists on the western edge of the site.
 - A 30' easement exists in the eastern edge of the site to provide vehicular and pedestrian ingress and egress to and from the premises of the property owner. The easement was reviewed and approved by the Public Works Department to ensure it meets the requirements for public purpose as stated in Section 475-51D (see below) and Chapter 460 of the Village Ordinances.
 - A 25' x 56' patio easement is being added on the northwestern portion of Outlot 3 for the benefit of Outlot 2.
- All proposed new setbacks would be conforming or would not be made less conforming, with the exception of the sideyard setback of Outlot 4. The northern storage building on Outlot 4 is shown to have a 1' setback. This non-conforming setback was made upon the request of staff, so that the restaurant building on Outlot 3 would have a conforming setback.

Staff recommends approval of the CSM, as presented, with the understanding that the private road is still accessible to the public.

The Plan Commission recommended approval of the Certified Survey Map (CSM), with the understanding that the private road is still accessible to the public.

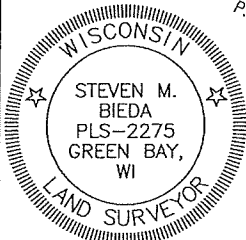
The Village Board is asked to review the request and determine whether to approve, not approve, or approve with conditions the Certified Survey Map (CSM).

Section 475-51D. Platting and Division of Land. All regulations in Chapter 460 apply, unless otherwise expressly stated in this section (475-51).

- (1) All streets must be located on parcel(s) or rights-of-way separate from development lots and platted.*
- (2) Streets may be dedicated to the village or held privately and maintained by the applicant/owner, subject to any agreements with the village.*
- (3) Public access easements are required for all streets held privately.*
- (4) All civic space required by this section (475- 51) must be located on a separate parcel and platted. Civic space may be dedicated to the village or held privately and maintained by the applicant/owner, subject to any development agreements with the village.*
- (5) Alleys, drives, or service lanes are not required to be located on a separate parcel, unless they are dedicated to the village or provide access to multiple development parcels under potentially separate ownership.*

Certified Survey Map

Part of Private Claim 10, East Side of the Fox River,
Village of Allouez, Brown County, Wisconsin



Steven M. Bieda
PLS-2275
February 19, 2021
revised March 17, 2021
revised May 4, 2021
revised May 17, 2021
revised June 7, 2021
revised July 29, 2021

Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊙ PK nail found
- △ PK nail set
- ⊗ cut X set
- ⊙ Brown County monument - type noted
- ⊙ computed point

North



NOTES

Bearings referenced to the line between points 30C/D-22/23 and 30B/C-22/23(3), assumed to be N1°20'16"E.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution.



Scale: 1" = 120'

Client: AJS LLC

Tax Parcel: AL-25-1

Drafted By: BAB

File: A-13519CSM 021521.dwg

Data File: A-13519.txt

Mau & Associates, LLP

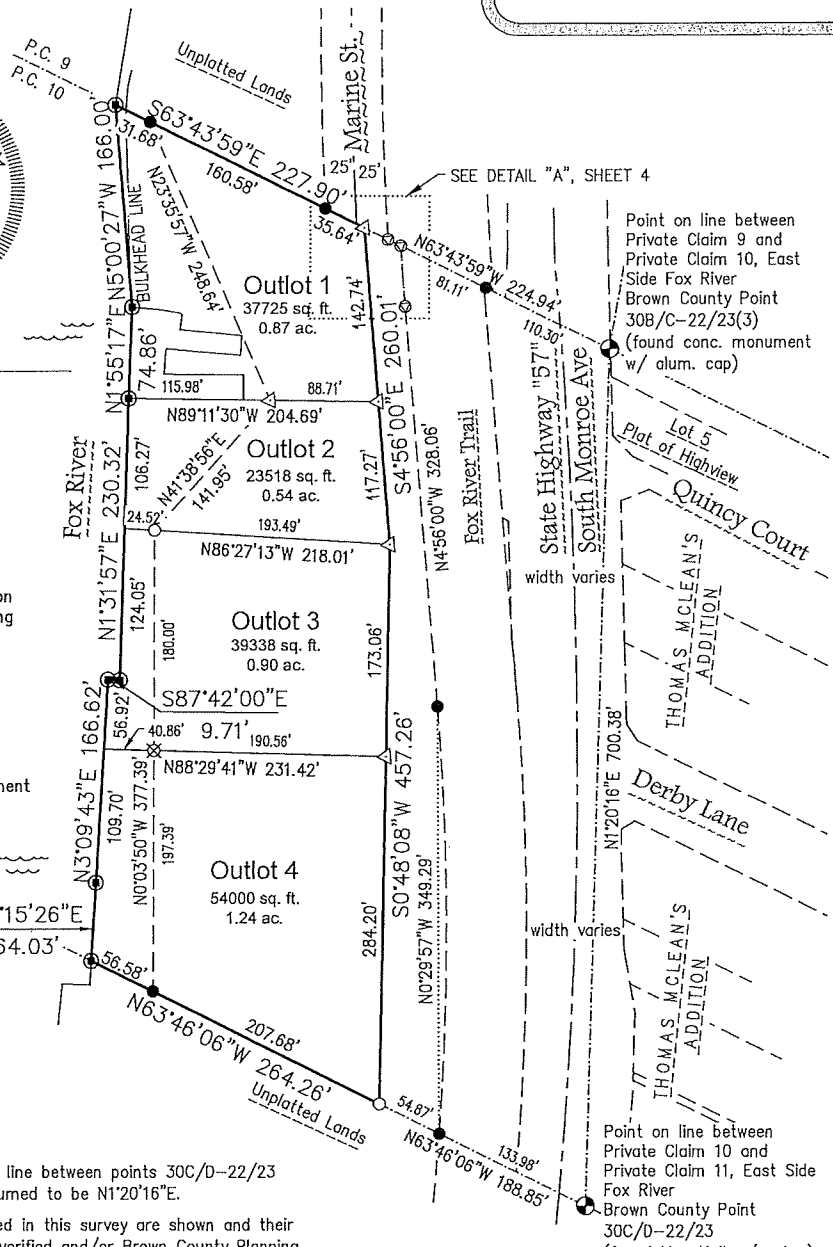
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Eight

Project No.: A-13519

Drawing No.: L-11374

Fieldwork Completed: 01/21/2021



Certified Survey Map

Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin

FLOODPLAIN • FLOODWAY
ESA • STEEP SLOPES



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- ⊕ Brown County monument
- ⊙ computed point
- ▨ existing building
- FP — floodplain limits
- FW — floodway limits
- ⊛ steep slopes — lands unsuitable for building

North



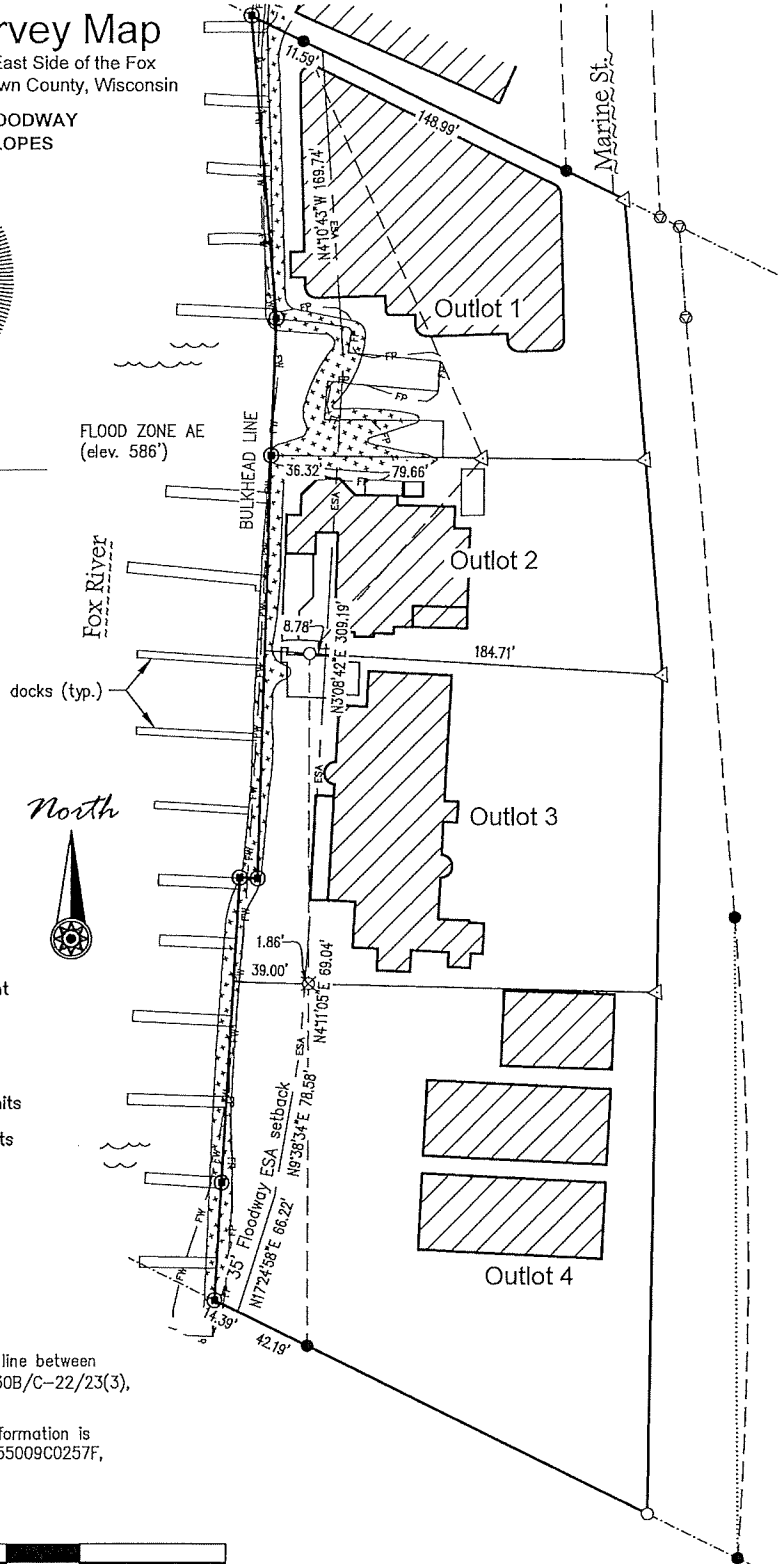
NOTES

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Floodway and flood plain information is based on FEMA FIRM map 55009C0257F, dated August 18, 2009.



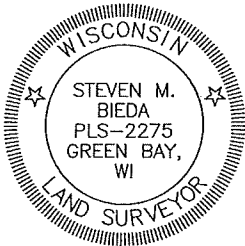
Scale: 1" = 80'



Certified Survey Map

Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin

ENCROACHMENTS • EASEMENTS
BUILDING SPACING



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- ⊙ computed point
- ▨ existing building
- ▨ concrete
- fence line
- wood fence line

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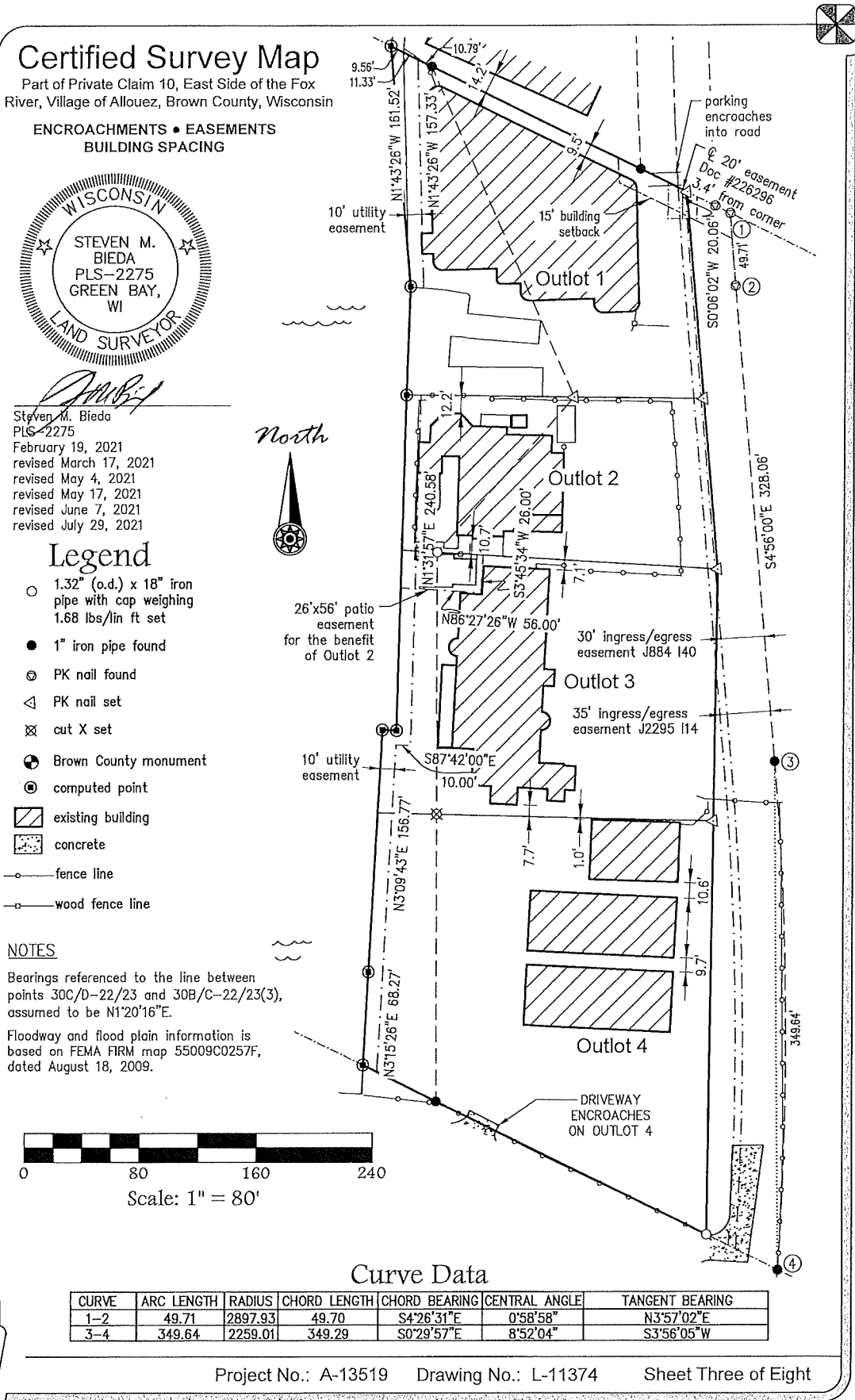
Floodway and flood plain information is based on FEMA FIRN map 55009C0257F, dated August 18, 2009.



Scale: 1" = 80'

Curve Data

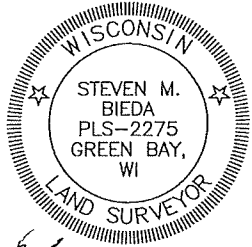
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	49.71	2897.93	49.70	S4'26'31"E	0'58'58"	N3'57'02"E
3-4	349.64	2259.01	349.29	S0'29'57"E	8'52'04"	S3'56'05"W



Certified Survey Map

Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin

NEW UTILITY EASEMENTS FOR
ELECTRIC, WATER, GAS,
TELEPHONE, AND CABLE



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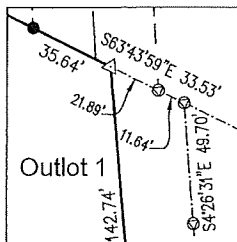


Scale: 1" = 80'

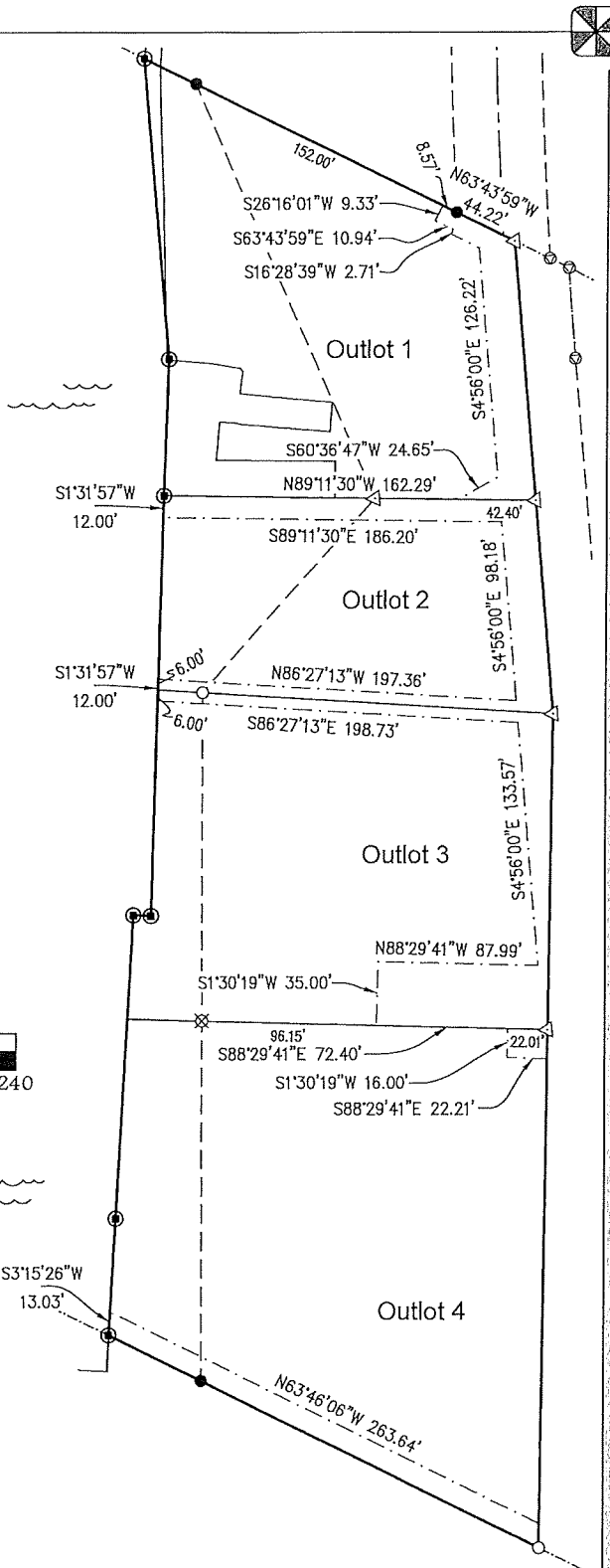
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DETAIL "A"
scale: 1"=60'





Certified Survey Map

Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin


SURVEYOR'S CERTIFICATE

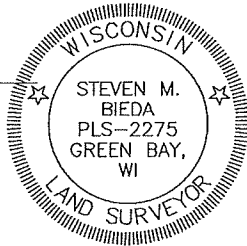
Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Point on line between Private Claim 10 and Private Claim 11, East Side Fox River Brown County Point 30C/D-22/23; thence N63°46'06"W, 188.85 feet along the South line of Private Claim 10, East Side of the Fox River, to the Point of Beginning; thence continuing N63°46'06"W, 264.26 feet along said South line to the East shore of the Fox River and a Bulkhead Line established by the U.S. Engineer Office, War Department, Milwaukee, Wisconsin, recorded August 7, 1969, as part of Document # 699035, and reestablished in Document #2561752, both being Brown County Records; thence N31°15'26"E, 64.03 feet along said Bulkhead Line; thence N3°09'43"E, 166.62 feet along said Bulkhead Line; thence S87°42'00"E, 9.71 feet along said Bulkhead Line; thence N1°31'57"E, 230.32 feet along said Bulkhead Line; thence N1°55'17"E, 74.86 feet along said Bulkhead Line; thence N5°00'27"W, 166.00 feet along said Bulkhead Line to the North line of said Private Claim 10; thence S63°43'59"E, 227.90 feet along said North line; thence S4°56'00"E, 260.01 feet; thence S0°48'08"W, 457.26 feet to the point of beginning.

Parcel contains 154,581 square feet / 3.55 acres, more or less, to the Bulkhead Line of the Fox River.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Village of Allouez, and the Brown County Planning Commission code in surveying, dividing and mapping the same.


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PLS-2275
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CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this _____ day of _____, 20____.

Tim Reed
Senior Planner





Certified Survey Map

Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin

CERTIFICATE OF THE VILLAGE OF ALLOUEZ

Approved for the Village of Allouez this _____ day of _____, 20____.

Carrie Zittlow
Village Clerk

NOTES

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution.

Outlots 1-4 contain steep slopes that are unsuitable for building. No development shall occur in areas labeled "Steep Slope-Lands Unsuitable for Building" unless a geotechnical study is submitted to and accepted by the Brown County Planning Commission.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Outlots 1-4 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes floodway, all land within 35 feet of the floodway or 75 feet beyond the ordinary high water mark -whichever is greater, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

UTILITY EASEMENT PROVISIONS


An easement for electric, natural gas, and communications service is hereby granted by

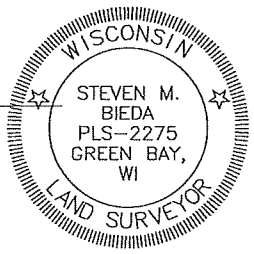
AJS LLC, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plot designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.


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Certified Survey Map

Part of Private Claim 10, East Side of the Fox
River, Village of Allouez, Brown County, Wisconsin

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

AJS LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the easements to be granted and the land on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented hereon. AJS LLC does further certify that this Certified Survey Map is required to be submitted to the Brown County Planning Commission and the Village of Allouez for approval or objection in accordance with current Land Subdivision Ordinances.


In Witness Whereof, the said AJS LLC has caused these presents to be signed by _____, its Member, on this ____ day of _____, 20__.

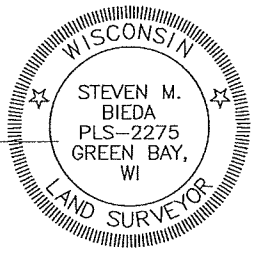
Member

Personally came before me this ____ day of _____, 20__, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

Notary Public
Brown County, Wisconsin
My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]


Steven M. Bieda
PLS-2275
February 19, 2021
revised March 17, 2021
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Certified Survey Map

Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin

CERTIFICATE OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, (corporate name) mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map/Plat and does hereby consent to the above certificate of _____, Owner(s) of said lands.

IN WITNESS WHEREOF, _____ has caused these presents to be signed by _____ (corporate name) its _____ (print title) and countersigned by _____ (print name) its _____ (print title) at _____ (city), Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20____.

In the presence of:

_____ (Corporate Seal)

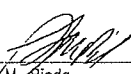
President Date

Secretary or Cashier Date

Personally came before me this ____ day of _____, _____, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]


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2969584

**CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
07/29/2021 08:19 AM
REC FEE: 30.00
TRANS FEE:
EXEMPT #**

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT (the "Agreement") is made this 26th day of July, 2021, by and between JAMES L. SCHNEIDER, trustee of the JAMES L. SCHNEIDER REVOCABLE TRUST U/A/D OCTOBER 5, 1994, as amended (the "Trust"), and AJS, LLC ("AJS"), a Wisconsin limited liability company.

PAGES: 17
****The above recording information verifies that this document has been electronically recorded and returned to the submitter****

RECITALS:

WHEREAS, the Trust is the owner of certain real property located in Brown County, Wisconsin, as described on the attached Exhibit A ("Parcel A"); and

RETURN TO:

Attorney Emily E. Ames
Hager, Dewick & Zuengler, S.C.
200 S. Washington Street, Suite 200
Green Bay, WI 54301

WHEREAS, AJS is the owner of certain real property located in Brown County, Wisconsin, as described on the attached Exhibit B ("Parcel B"); and

WHEREAS, the Trust has agreed to grant an easement to AJS for ingress and egress between Parcel B and Marine Street over the portion of Parcel A as shown on the attached Exhibit C (the "Access Easement Property"); and

AL-27 and AL-25-1
Parcel Identification Numbers

WHEREAS, AJS intends to subdivide Parcel B into four (4) separate outlots (each an "Outlot"), as shown on the attached Exhibit D (the "Certified Survey Map"); and

WHEREAS, the parties hereto wish to enter into this Agreement for the purpose of setting forth the terms and conditions of the foregoing easement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. The Trust, as the current fee simple owner of Parcel A, grants a nonexclusive easement and right-of-way to AJS, as the current fee simple owner of Parcel B, to use the Access Easement Property for the sole purpose of ingress and egress between Parcel B and Marine Street. The Trust and AJS shall have equal rights of use of the Access Easement Property, and neither shall take any action to prevent the other party's enjoyment of such rights. All references in this Agreement to "the Trust" shall include the current fee simple owner of Parcel A and its successors in interest and all references within this Agreement to "AJS" shall include the current fee simple owner of Parcel B and its successors in interest. For purposes of this Agreement, upon the subdivision of Parcel A pursuant to the Certified Survey Map, the rights and obligations of AJS (or its successors in interest) shall accrue to the fee simple owner(s) of the subdivided Parcel A.

2. Permitted Users. The nonexclusive easement and right-of-way granted in Paragraph 1 may be used by AJS and its agents, contractors, subcontractors, customers, invitees, employees and

tenants (including any agents, contractors, subcontractors, customers, invitees, and employees of such tenants) concurrently with the Trust and its respective agents, contractors, subcontractors, customers, invitees, employees or tenants.

3. Maintenance and Upkeep. All maintenance and repairs of the Access Easement Property, including resurfacing, sealing, striping, and all other maintenance or repairs, all removal of debris, refuse, trash and filth from the Access Easement Property, and removal of ice and snow and all other obstructions from the Access Easement Property, as is necessary to maintain the Access Easement Property in a safe, clean and orderly condition, consistent with that of other first class developments in the Green Bay, Wisconsin metropolitan area, shall be performed by the Trust or by a third party at the Trust's direction, and the expenses thereof shall be split equally between the Trust and the owner(s) of the four (4) Outlots. Each owner of an Outlot shall promptly remit payment to the Trust for its share of the aforementioned expenses upon receipt of an invoice therefore from the Trust.

4. Indemnity. Each party shall indemnify and hold the other party and its officers, members, agents and employees harmless from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and reasonable attorneys' fees, and for claims of any character, including liability and expenses in connection with the loss of life, personal injury or damage to property, brought because of or related to any injuries or damages received or sustained by any person, persons or property on account of or arising out of the use of the Access Easement Property by the parties or their agents, contractors, subcontractors, customers, invitees, employees or tenants.

5. Insurance. Each party shall maintain in effect at all times during the term of this Agreement a policy of residential or commercial general liability insurance, as applicable, naming the other party and any mortgagee designated by the other party as an additional insured, to insure against injury to property, person or loss of life arising out of the use, occupancy or maintenance of the Access Easement Property, as the case may be, with limits of coverage that are at levels customarily maintained by businesses in the community in which the Access Easement Property is located. Each party shall provide the other party with a copy of the insurance policy endorsements showing that the other party, and the mortgagees designated by the other party, have been added as additional insureds. The policies shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the parties under this Agreement. Insurance required of each party under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to the parties. Each party shall deliver to the other party copies of the policies or certificates evidencing the existence and amounts of the insurance with loss payable clauses satisfactory to the parties. No such policy shall be cancelable or subject to reduction of coverage or modification except upon written approval of the parties. At least thirty (30) days before the expiration of any such policy, each party shall furnish the other party with renewals or "binders" of the policies. The parties shall not do or permit anything to be done that will invalidate the insurance policies furnished by them hereunder.

6. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens herein, shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by AJS, the Trust, and their respective successors and assigns. The benefits and burdens set forth in this Agreement, including the easement granted under Paragraph 1 of this Agreement, are benefits and burdens which are appurtenant to Parcel A and Parcel B and may not be transferred separately from, or severed from, title to Parcel A or Parcel B. Furthermore, the benefits of the easement granted under Paragraph 1 of this Agreement shall not be extended to any

properties other than Parcel B (or the four (4) separate Outlots) without the prior written consent of the Trust. The Trust and AJS, as fee simple owners of Parcel A and Parcel B, respectively, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

7. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent either AJS or the Trust from later use of their respective easement rights to the fullest extent authorized in this Agreement.

8. Miscellaneous.

(a) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin and shall further be construed without regard to any presumption or rule requiring construction against the party causing the Agreement to be drafted.

(b) Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and may not be amended, modified or supplemented except by a written document executed and acknowledged by all parties hereto and duly recorded in the office of the Register of Deeds of Brown County, Wisconsin.

(c) Notices. All notices to either party to this Agreement, or any person or entity that becomes a party to this Agreement by virtue of succeeding to the respective interest of AJS or the Trust, shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. Any party may change its address for notice by providing written notice to the other party. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the property tax bills for Parcel A or Parcel B, as applicable, are sent.

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

(e) Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

(f) Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. The sole and exclusive venue for any suit brought to enforce or interpret this Agreement shall be the Circuit Court of Brown County, Wisconsin. If a suit is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, from the nonprevailing party.

9. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. The Trust and AJS agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Access Easement Property, whether by express grant, implication or prescription. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

10. Authority. Each signatory to this Agreement represents and warrants that he has full authority to execute this Agreement on behalf of the party for which he signs.

(Signature Page Follows)


IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

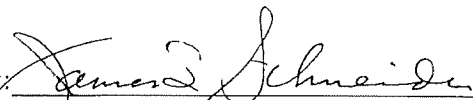
Dated this 26th day of July, 2021.

Dated this 26th day of July, 2021.

AJS:
AJS, LLC

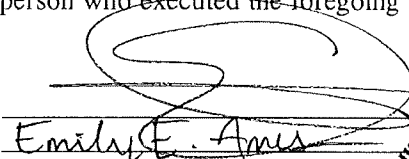
TRUST:
JAMES L. SCHNEIDER REVOCABLE TRUST
U/A/D OCTOBER 9, 1994, AS AMENDED

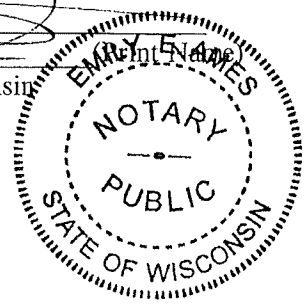
By: 
James L. Schneider, Member

By: 
James L. Schneider, Trustee

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

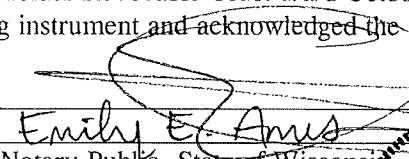
Personally came before me this 26th day of July, 2021, the above-named James L. Schneider, to me known to be the Member of AJS, LLC, the person who executed the foregoing instrument and acknowledged the same.

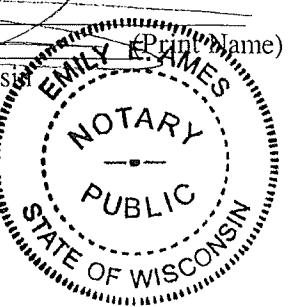

Emily E. Ames
Notary Public, State of Wisconsin
My Commission: is permanent



STATE OF WISCONSIN:
: SS.
COUNTY OF BROWN :

Personally came before me this 26th day of July, 2021 the above-named James L. Schneider, to me known to be the Trustee of the James L. Schneider Revocable Trust u/a/d October 5, 1994, as amended, the person who executed the foregoing instrument and acknowledged the same.


Emily E. Ames (Print Name)
Notary Public, State of Wisconsin
My Commission: is permanent



THIS INSTRUMENT WAS DRAFTED BY:
Attorney Emily E. Ames
Hager, Dewick & Zuengler, S.C.
As Scrivener Only; Per Legal Descriptions Provided

EXHIBIT A

PARCEL A LEGAL DESCRIPTION

That part of Private Claim Eleven (11), East side of Fox River, which lies Westerly of the Chicago, Milwaukee and St. Paul Railroad right-of-way and Northerly of the Manitowoc, Green Bay and Northwestern Railroad right-of-way, in the Village of Allouez, Brown County, Wisconsin.

AND

Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Point on line between Private Claim 10 and Private Claim 11, East Side Fox River, Brown County Point 30C/D-22/23; thence N63°46'06"W, 133.99 feet along the South line of Private Claim 10, East Side of the Fox River, to the West right of way of the Wisconsin Department of Natural Resources Fox River Trail and the Point of Beginning; thence continuing N63°46'06"W, 54.87 feet along said South line; thence N0°48'08"E, 457.26 feet; thence N4°56'00"W, 260.01 feet to the North line of said Private Claim 10; thence S63°43'59"E, 33.53 feet along said North line to the West right of way of said trail; thence 49.71 feet along said trail right of way being the arc of a 2897.93 foot radius curve to the left whose long chord bears S4°26'31"E, 49.70 feet; thence S4°56'00"E, 328.06 feet along said trail right of way; thence 349.64 feet along said trail right of way being the arc of a 2259.01 foot radius curve to the right whose long chord bears S0°29'57"E, 349.29 feet to the point of beginning.

Tax Parcel No. AL-27

EXHIBIT B

PARCEL B LEGAL DESCRIPTION

Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Point on line between Private Claim 10 and Private Claim 11, East Side Fox River Brown County Point 30C/D-22/23; thence N63°46'06"W, 188.85 feet along the South line of Private Claim 10, East Side of the Fox River, to the Point of Beginning; thence continuing N63°46'06"W, 264.26 feet along said South line to the East shore of the Fox River and a Bulkhead Line established by the U.S. Engineer Office, War Department, Milwaukee, Wisconsin, recorded August 7, 1969, as part of Document # 699035, and reestablished in Document #2561752, both being Brown County Records; thence N3°15'26"E, 64.03 feet along said Bulkhead Line; thence N3°09'43"E, 166.62 feet along said Bulkhead Line; thence S87°42'00"E, 9.71 feet along said Bulkhead Line; thence N1°31'57"E, 230.32 feet along said Bulkhead Line; thence N1°55'17"E, 74.86 feet along said Bulkhead Line; thence N5°00'27"W, 166.00 feet along said Bulkhead Line to the North line of said Private Claim 10; thence S63°43'59"E, 227.90 feet along said North line; thence S4°56'00"E, 260.01 feet; thence S0°48'08"W, 457.26 feet to the point of beginning.

Parcel contains 154,581 square feet / 3.55 acres, more or less, to the Bulkhead Line of the Fox River.

Tax Parcel No. AL-25-1

EXHIBIT C

ACCESS EASEMENT PROPERTY

Part of Private Claim 10, East Side of the Fox River, Village of Allouez, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Point on line between Private Claim 10 and Private Claim 11, East Side Fox River, Brown County Point 30C/D-22/23; thence N63°46'06"W, 133.99 feet along the South line of Private Claim 10, East Side of the Fox River, to the West right of way of the Wisconsin Department of Natural Resources Fox River Trail and the Point of Beginning; thence continuing N63°46'06"W, 54.87 feet along said South line; thence N0°48'08"E, 457.26 feet; thence N4°56'00"W, 260.01 feet to the North line of said Private Claim 10; thence S63°43'59"E, 33.53 feet along said North line to the West right of way of said trail; thence 49.71 feet along said trail right of way being the arc of a 2897.93 foot radius curve to the left whose long chord bears S4°26'31"E, 49.70 feet; thence S4°56'00"E, 328.06 feet along said trail right of way; thence 349.64 feet along said trail right of way being the arc of a 2259.01 foot radius curve to the right whose long chord bears S0°29'57"E, 349.29 feet to the point of beginning.

EXHIBIT D

CERTIFIED SURVEY MAP

SEE ATTACHED