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DATE: December 30, 2022

TO: Interested Stakeholders

FROM: Margaret C. Daun, Corporation Counsel
Scott F. Brown, Deputy Corporation Counsel
David N. Farwell, Assistant Corporation Counsel

SUBJECT: Advisory Opinion re Milwaukee County's Obligations of Record with Respect to the Wahl Avenue Bluffs

The Office of Corporation Counsel ("OCC") writes to advise the County and interested stakeholders whether the recorded covenants, conditions, and restrictions applicable to the Wahl Avenue bluffs in Lake Park either (a) obligate Milwaukee County to maintain and preserve views of Lake Michigan from on or around Wahl Avenue or (b) created legally cognizable rights that would entitle the residents of Wahl Avenue to do the same.

Summary

While Milwaukee County certainly must maintain the land in question as a public park and may have some obligation to trim trees if necessary for maintenance of the park generally, there is nothing in the recorded deed restrictions that expressly requires Milwaukee County to ensure lake views from the bluff, whether by cutting down trees or otherwise, nor does anything in the recorded deed restrictions entitle the residents of Wahl Avenue to do so either. Certainly, Wahl Avenue residents and the County have previously mutually agreed that residents would provide funding and/or direct certain maintenance of the parkland in question, but any such prior arrangements did not create ongoing access or other rights in perpetuity for the residents to maintain lake views, nor analogous maintenance duties for the County, contrary to previous suggestions by residents. This opinion also does not impede future, similar cooperative arrangements. Should the County or interested stakeholders wish to create such legally cognizable rights and/or obligations going forward, the OCC advises that such must be accomplished through a formal easement or other recorded deed restriction.

Analysis

In 1890, the heirs of the Gilman estate conveyed several lots along the top of the bluff and the then-platted Park Avenue (now Wahl Avenue) (the “Bluff Area”) by land contract to the City of Milwaukee, with a purchase price of \$20,000 payable over 10 years.¹ Lake Park, including the Bluff Area, was subsequently conveyed to Milwaukee County as part of the transfer of all city parks to the County in 1937.²

Importantly, the 1890 land contract appears to be the only source of recorded deed restrictions relevant to the Bluff Area and the requirement to maintain it as a park. All other subsequent recorded documents, other than the 1937 deed,³ simply incorporate the 1890 deed restrictions by reference.

In pertinent part, the 1890 land contract requires that (i) “all of [the Bluff Area] shall be used and improved . . . for the purposes of a public park;” (ii) what is now Wahl Avenue “be graded, gutters curbed and paved, sidewalks constructed in front of the lots...and water pipes laid and sewers constructed therein” at the city’s expense and “by it thereafter maintained;” and (iii) the Bluff Area “be ornamented with trees and otherwise beautified as a public park and boulevard.” No other covenants, conditions, or restrictions related to the use of the land as a public park (such as lake views) were included.

In addition to the foregoing restrictions, the 1890 land contract granted express rights and powers to the City of Milwaukee, which then became the rights and powers of Milwaukee County in 1937:

[Milwaukee County] may make such alterations, changes, and improvements therein and thereon as shall be deemed desirable and proper by the [County]; and for that purpose may dig up and remove the soil and may lay out and make roads, streets, and walks therein; and may plant trees, and do all and everything deemed requisite, necessary, and proper by the [County] to prepare the same to be used as a public park and boulevard pursuant to the intention and design of the provisions of Chapter 488 of the Laws of the State of Wisconsin for the year 1889.⁴

¹ The Gilman heirs later sold their interest as the land contract vendor to The Milwaukee Trust Company, which in turn completed the conveyance by warranty deed to the City of Milwaukee in 1900.

² A list of relevant recorded documents, along with summaries of their contents and an exact transcription of two of the relevant documents that are available only in handwritten form, are attached to this advisory opinion as Exhibit A. Copies of the recorded images referenced in Exhibit A are attached as Exhibit B.

³ The 1937 deed of the Bluff Area from the City of Milwaukee to Milwaukee County did contain some additional restrictions relevant to its use as a park in perpetuity, but nothing in that deed refers to lake views or the maintenance thereof, as relevant here.

⁴ Chapter 488 of the Laws of Wisconsin of 1889 authorized the City of Milwaukee to establish a parks system, appoint commissioners, bond for improvements, acquire land by condemnation, and levy taxes to support the parks system. Nothing in chapter 488 specifies or otherwise generally establishes any beautification, maintenance of views, or any similar purpose relevant to the instant analysis.

This language expressly gives the authority to the Parks Department – and no other party – to determine the manner and means by which the public park and Bluff Area is maintained, with or without lake views. Certainly, to the extent maintenance of the park would reasonably require trimming of trees, the county may be obligated to do so. However, such an obligation would need to be balanced against other interests, and per the language of the 1890 land contract, such balancing is the role of the Parks Department.

Arguments to the contrary are based on inaccurate readings of the operative documents, treatment of correspondence or other statements of interested actors as legally equivalent to formal real estate documents, or on fictionalized legal concepts. More specifically, certain stakeholders have incorrectly asserted either unlimited rights to access more than 4 acres of County parkland held in public trust to do what they please with it, in their sole judgment, to maintain subjectively desirable lake views and/or that the County must engage in trimming or other work to maintain the lake views based on some combination of (i) an implication that the original intent for the park, as purportedly expressed by Christian Wahl in public statements around 1890, was to maintain a view of the lake; (ii) a purported requirement derived by operation of law to create such an obligation (e.g., a “scenic easement” by implication); and/or (iii) an appeal to past practices of the Parks Department, opinions of prior Corporation Counsels, and/or correspondence therewith.

First, any extrinsic evidence purportedly affecting the extent and character of a restriction on the use of land, if applicable at all, generally must give way to the language of the recorded instrument. The longstanding general rule in Wisconsin is that restrictions on the use of land must be in writing to be enforceable. *See, e.g., Florsheim v. Reinberger*, 173 Wis. 150, 179 N.W. 793 (1920). Oral statements by Christian Wahl, an individual who was not even a party to the 1890 land contract, do not qualify. No Wisconsin court would hold otherwise. Regardless, even if the restrictions contained in the 1890 land contract run with the land and are binding on Milwaukee County as a grantee with notice of those restrictions, there are no restrictions forth in the recorded instruments that establish any obligation of the County or right of the residents to maintain lake views.

Second (and related), because the 1890 land contract contained no express reservation of any easements (“scenic” or otherwise), any such easement would have to be implied by law. Under Wisconsin law, “[i]mplied easements may only be created when the necessity for the easement is ‘so clear and absolute that without the easement the grantee cannot enjoy the use of the property granted to him for the purposes to which similar property is customarily devoted.’” *Schwab v. Timmons*, 224 Wis. 2d 27, 36–37, 589 N.W.2d 1, 6 (1999) (internal citations omitted). Such implied easements are legally cognizable because a landlocked parcel is created and it lacks access to sewage, water, electrical, or roads. In short, in Wisconsin, there is no such thing as an implied scenic easement because subjectively preferably lake views are not necessities.

Third, and as discussed at length above, the 1890 land contract empowered the Parks Department to carry out its obligations as it “deem[s] desirable and proper.” Each subsequent Parks Department may exercise its own judgment and discretion as to that question (i.e., cooperatively with Wahl Avenue residents or by accepting funding from a “friends’ group,” etc.).

With respect to the opinions of prior Corporation Counsels, they are just that: opinions. They have no bearing on the rights and obligations of the parties. Moreover, neither past Parks Department policies nor past Corporation Counsel opinions create precedent that any Wisconsin court would conclude altered the terms of formal real estate transactional documents.

Therefore, Milwaukee County, which now owns and controls the Bluff Area by virtue of the 1937 deed, has no obligation to maintain lake views,⁵ nor do any residents enjoy any right to enter County parkland to do so.

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⁵ And even if such an obligation existed, which it does not as explained herein, it would be subordinate to the county's general right and ability under the recorded documents to determine the manner and means of maintaining the Bluff Area in its sole discretion.

Exhibit A

Bluff Area Recorded Documents

01 - Land Contract (Doc. No. 00169501) (1890) (transcribed below)

- Land contract between heirs of Gilman and the City of Milwaukee for certain parts of Gilman's Subdivision, to be acquired by the city for park purposes, with streets, etc., installed and trees planted, beautified, etc. The land contract contains no express mention of lake views (preservation of the same or otherwise), the property's location on the bluff, or anything similar.

02 - Resolution of Common Council (Doc. No. 00188944) (1891)

- Resolution vacating streets (described by metes and bounds legal description), apparently to enable development of the park provided for in the 1890 land contract.

03 - Resolution of Common Council (Doc. No. 00226436) (1893)

- Resolution authorizing vacation of streets within a defined area and directing the city engineer to make and record a plat accordingly.

04 - Deed (Doc. No. 0059604) (1893)

- Quitclaim deed from Mary P. Washburn and her husband Wickes Washburn, as grantors, to D. Edgar French, as grantee, for the sum of \$1.00 relating to certain lots and blocks in Lockwood(?) subdivision, purportedly all of the grantors interest in Gilman's Subdivision. A survey of the legal description contained in the deed would be required in order to determine whether any of these lots and blocks are contained within that portion of the subdivision conveyed to the city under the 1890 land contract. In any event, the deed does not contain any reservations or restrictive covenants related to park purposes.

05 - Resolution of Common Council (Doc. No. 00269450) (1894)

- Resolution adopting verdict of a jury convened to consider whether vacation of a street in Gilman's Subdivision (described in the resolution by metes and bounds) was proper and whether it was in the public interest to vacate. The resolution appears to be part of what was then, presumably, the ordinary process for vacation of public street (a process now defined and described under Chapter 236 of the Wisconsin Statutes). After deliberation, the jury concluded that vacation of the street was in the public interest and the common council adopted the jury's verdict and vacated the street.

06 - Deed (Doc. No. 00322417) (1895)

- Warranty deed from heirs of Gilman estate, as grantors, to City of Milwaukee, as grantee, conveying certain portions of land in Gilman's Subdivision (described by extensive metes and bounds, which would require a survey to delineate). Presumably the conveyance is related to the development of a park, but the deed contains no reference to other deeds or any covenants, conditions, or restrictions related to the park or otherwise.

07 - Deed (Doc. No. 00317752) (1896)

- Warranty deed from heirs of Gilman estate, as grantors, to Milwaukee Trust Company, as grantee, of the property subject to the 1890 land contract described in item 01 above. The deed appears to be consummation of a purchase by Milwaukee Trust Company of the Gilman heirs' interest as land vendor under the land contract. The sale price for the deed appears to be roughly the remaining amount owed by the City of Milwaukee under the original 1890 land contract, with the Milwaukee Trust Company taking the place of the Gilman heirs. The deed contains no change to any covenants, conditions, or restrictions related to the park or otherwise.

08 - Deed (Doc. No. 00406436) (1900) (transcribed below)

- Warranty deed from the Milwaukee Trust Company, as grantor, to the City of Milwaukee, as grantee, of the property subject to the 1890 land contract and subsequent deeds. The deed contains no change to any covenants, conditions, or restrictions related to the park or otherwise.

09 - Deed (Doc. No. 00463067) (1903)

- Warranty deed from Gilman heirs, as grantors, to Lawrence Demmer, as grantee, conveying Lot 44 (part of which was conveyed to the City of Milwaukee under the 1890 land contract and subsequent deeds) and another unrelated lot in the subdivision. The deed contains covenants, conditions, and restrictions, but those are applicable to the grantee (Demmer) and do not involve anything related to the parks.

10 - Deed (Doc. No. 02111057) (1937)

- Warranty deed from the City of Milwaukee, as grantor, to Milwaukee County, as grantee, conveying (along with nine other parcels to make up Lake Park) a parcel described as Parcel 1, which coincides with the legal description of the Gilman lands subject to the 1890 land contract and subsequent deeds.
- This 1936 deed (effective as of January 1, 1937) specifically incorporates the covenants, conditions, and restrictions contained in the original Gilman conveyance from 1890 and some additional restrictions, in pertinent part as follows:
 - The parcels would be used for park purposes and never sold to any private persons or other municipalities;

- The parcels would be operated as a public park in perpetuity without expense to the City of Milwaukee; and
 - The parcels were conveyed subject to all then-existing sewer, water, gas, electrical and other such easements in existence.
- Importantly, this deed does not contain any express requirement to maintain a view of Lake Michigan or clear trees from the bluff.

Selected Recorded Document Transcriptions

01 - Land Contract (Doc. No. 00169501) (1890)

A. Gilman et al to City of Milwaukee

Articles of Agreement made and concluded the Sixth day of October AD 1890 by and between Alfred Gilman of the City of New York, Helen G. Tuttle, of Canaan, Maine, Olivia Drew, of Lynn, Massachusetts, and Caroline Scammon of Brooklyn, New York, being the four and only children and sole heirs at law of Winthrop W. Gilman, late deceased, of the first part and the City of Milwaukee, Wisconsin, of the second part.

Witnesseth:

First: that the said party of the second party hereby agrees and binds itself and is representatives to pay or cause to be paid to the said parties of the first part, their heirs and assigns, the sum of Twenty Thousand (\$20,000) Dollars with manner following, to wit: Two Thousand Dollars at the ensembling and delivery hereof, the balance of Eighteen Thousand Dollars on or before ten years from the 6th day of October, 1890, in ten equal annual payments of Eighteen Hundred Dollars, each with interest thereon at the rate of five per cent per annum from the 6th day of October 1890, interest payable semi-annually on all sums unpaid, the said payments to be made to the said parties of the first part or their legal representatives and the same being intended to apply when fully completed as the purchase money of the following tracts, pieces or parcels of land situate in the County of Milwaukee and State of Wisconsin to wit:

Lot Numbers One (1) to six (6), both inclusive, of Block One (1); Lot Numbers One (1) to Fifteen (15), both inclusive, of Block Two (2), and so much of Lots Forty-two (42), Forty-three (43), and Forty-four (44) of Block Two (2) of Gilman's Subdivision in the Eighteenth Ward of the City of Milwaukee as lies south and east of a line extending from the northeast corner of said Lot Forty-two (42) to a point on the south line of said Lot Forty-four (44), Seventy-five (75) feet west of the southeast corner thereof, which line shall be so drawn as to cut the south line of said Lot Forty-three (43) at a point Thirty-five (35) feet west of the southeast corner of said Lot Forty-three (43), and will cut the south line of said Lot Forty-two at a point twelve (12) feet west of the southeast corner thereof. Also the whole of Park Avenue as platted through said Subdivision to the west line thereof.

This sale is made with the exceptions, reservations and conditions following, viz: That all of said property shall be used and improved by the City of Milwaukee for the purposes of a public park; that no shop, factory, saloon, or other business shall ever be permitted to be maintained thereon; that Park Avenue platted through said subdivision and a proper approach thereto from Terrace Avenue over said Block One (1) and over said parts of Lots Forty-two (42), Forty-three (43), and Forty-four (44) of Block Two (2) shall be made sufficiently to admit of travel and opened for travel by the end of the summer of 1891, and shall forever thereafter be and remain a public street or boulevard; that the grade line of said Park Avenue shall be so established that the lots in Block Two (2) of said Subdivision fronting thereon shall not be injuriously affected, or the

desirability of the same for residence purposes be depreciated; that the whole of said Park Avenue and the extension thereof to Terrace Avenue shall be graded, gutters curbed and paved, sidewalks constructed in front of the lots in Block Two (2) in said subdivision on the west side of said avenue and water pipes laid and sewers constructed therein, all at the expense of the said party of the second part, and by it thereafter maintained; and all the property hereby conveyed be ornamented with trees and otherwise beautified as a public park and boulevard; that the said parties of the first part, their heirs and assigns, shall, under such reasonable regulations as may be adopted, have the right to make connections from all of the lots fronting on said avenue with the water pipes and sewers therein; that none of the other property of said parties of the first part in said subdivision shall be acquired by the said party of the second part by condemnation proceedings, so-called for park purposes, nor shall the same be subjected to an assessment of special benefits in any such proceedings.

Second: And the part of the second part may forthwith enter and take possession of said premises and to hold and enjoy the same, and may make such alterations, changes, and improvements therein and thereon as shall be deemed desirable and proper by the said party of the second part; and for that purpose may dig up and remove the soil and may lay out and make roads, streets, and walks therein; and may plant trees, and do all and everything deemed requisite, necessary, and proper by the said part of the second part to prepare the same to be used as a public park and boulevard pursuant to the intention and design of the provisions of Chapter 488 of the Laws of the State of Wisconsin for the year 1889⁶, and acts amendatory thereof and which may thereafter be passed by the Legislature of the State of Wisconsin. Said party of the second part further agrees and covenants that it will pay all taxes, special or general, which may have been assessed on the above described premises since the 1st day of January, 1890, and also all such as may thereafter be assessed thereon, whenever such taxes shall become due and payable by law until the aforesaid purchase money shall be fully paid in the manner above specified. And it is understood and agreed that the balance of the purchase money to wit: the sum of Eighteen Thousand (\$18,000) Dollars, and the interest thereon which shall accrue or any unpaid principal or interest shall be and remain a lien up said premises hereinbefore described, and any improvements made thereon, until the whole thereof shall be fully paid pursuant to the provisions of Chapter 488 of the Laws of the State of Wisconsin for the year 1889, and entitled "An Act to establish a system of public parks within the City of Milwaukee, and to provide for the purchase, payment, and government thereof." Approved April 17th, 1889.

Third: That the said parties of the first part hereby agree and bind themselves, their heirs, executors, and administrators, that in case the aforesaid sum of Twenty Thousand (\$20,000) Dollars shall be fully paid at the times and in the manner hereinbefore specified, they will on demand thereafter cause to be executed and delivered to the said party of the second part, or its legal representatives, a good and sufficient deed in fee simple of the premises above described, free and clear of all legal liens and incumbrances, except the taxes herein agreed to be paid by the said party of the second part.

⁶ See n.3 above

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals, and the part of the second part, the City of Milwaukee, has, pursuant to a resolution of its common council in that behalf duly passed, caused these presents to be signed by its Mayor and City Clerk, and its corporate seal to be attached hereto in duplicate originals hereof the day and year first above written.

Signed, Sealed and Delivered in presence of

[SIGNATURES, SEALS, AND NOTARIZATIONS FOLLOW]

Recorded November 11, 1890 at 3:20 o'clock PM [Doc. No.] 169501

H. J. Baumgartner, Register of Deeds

08 - Deed (Doc. No. 00406436) (1900)

Milwaukee Trust Co. to the City of Milwaukee

This indenture made this second day of October, in the year of our Lord, one thousand nine hundred, between the Milwaukee Trust Company, (a Wisconsin corporation), located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, party of the first part, and City of Milwaukee, party of the second part.

Witnesseth:

That the said party of the first part, for and in consideration of the sum of Twenty Thousand (\$20,000) Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors or assigns forever, the following described real estate, situate in the County of Milwaukee and state of Wisconsin, to wit:

Lot numbers One (1) to Six (6) both inclusive of Block One (1); Lot numbers One (1) to Fifteen (15), both inclusive, of Block Two (2), and so much of Lots Forty-two (42), Forty-three (43), and Forty-four (44), of Block Two (2) of Gilman's Subdivision of Lockwood's Additions in the Eighteenth Ward of the City of Milwaukee as lies south and east of a line extending from the northeast corner of said lot Forty-two (42) to a point in the south line of said lot Forty-four (44) seventy-five (75) feet west of the southeast corner thereof; which line shall be so drawn as to cut the south line of said lot Forty-three (43) at a point thirty-five (35) feet west of the southeast corner of said Lot Forty-three (43) and will cut the South line of said lot Forty-two (42) at a point twelve (12) feet west of the southeast corner thereof; Also, the whole of Park Avenue as platted through said subdivision to the west line thereof.

This deed is given subject to all the conditions, limitations, and restrictions, and in consummation, fulfillment, and cancellation of the land contract made between Alfred Gilman of the City of New York, Helen G. Tuttle of Canaan, Maine; Olivia Drew of Lynn, Mass.; and Clara Lyon Scamman of Brooklyn, New York; being the four and only children and sole heirs at law of Winthrop W. Gilman, late deceased, to the City of Milwaukee, dated the sixth day of October, 1890, and recorded in the office of the Register of Deeds in and for Milwaukee County on the 11th day of November, 1890, at 3:20 o'clock O.M. in Volume 264 of Deeds, on pages 569, 570, 571, and 572; and subject to the agreement in said land contract that the grantee agrees to pay all taxes, special or general, which have been assessed on above described property since the first day of January 1890, or such as may be levied or assessed thereafter.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim and demand whatsoever,

of said party of the first part either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described, with the hereditaments and appurtenances, unto the said party of the second part, and to its successors or assigns Forever.

And the said The Milwaukee Trust Company, for itself, its successors or assigns, do covenant, grant, bargain and agree to and with the said party of the second part, its successors or assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the remises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except as above stated, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors or assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by through or under said The Milwaukee Trust Company, party of the first part, and none other, it will forever warrant and Defend.

In Witness whereof, The Milwaukee Trust Company has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed, the day of the date hereto.

In presence of:

[SIGNATURES, SEALS, AND NOTARIZATIONS FOLLOW]

Recorded October 9th, 1900 at 2:10 o'clock PM [Doc. No.] 406436

H. A. Verges, Register of Deeds per Alfred Church Deputy.

Exhibit B

Recorded Document Copies

See Attached

01 - Land Contract (Doc. No. 00169501) (1890)

A Gilman et al To City of Mil L Cont.

Articles of Agreement made and concluded the sixth day of October, A.D. 1890 by and between Alfred Gilman, of the city of New York, Helen G. Tuttle, of Canaan, Maine, Olivia Drew, of Lynn, Massachusetts, and Caroline Seamon, of Brooklyn, New York, being the four and only children and sole heirs at law of Winthrop W. Gilman late deceased, of the first part and the City of Milwaukee Wisconsin, of the second part, Witnesseth: First: That the said party of the second part hereby agrees and binds itself and its representatives to pay or cause to be paid to the said parties of the first part their heirs and assigns the sum of Twenty Thousand (\$20,000.00) Dollars in the manner following, to wit: Two Thousand Dollars at the sealing and delivery hereof; the balance of Eighteen Thousand Dollars on or before ten years from the 6th day of October, 1890, in ten equal annual payments of Eighteen Hundred Dollars each, with interest thereon at the rate of five percent per annum from the 6th day of October 1890, interest payable semi-annually on all sums unpaid, the said payments to be made to the said parties of the first part or their legal representatives, and the same being intended to apply when fully completed, as the purchase money of the following tracts, pieces or parcels of land situated in the county of Milwaukee and State of Wisconsin, to wit: Lots Numbers One (1) to six (6), both inclusive, of Block One (1); Lots Numbers One (1) to fifteen (15), both inclusive of Block Two (2), and so much of Lots Forty-two (42), Forty-three (43) and Forty-four (44) of Block Two (2) of Gilman's Sub-division in the Eighteenth Ward of the city of Milwaukee as lies south and east of a line extending from the north east corner of said Lot Forty-two (42) to a point on the south line of said Lot Forty-four (44) seventy-five (75) feet west of the southeast corner thereof, which line shall be so drawn as to cut the south line of said Lot Forty-three (43) at a point thirty-five (35) feet west of the southeast corner of said Lot Forty-three (43), and will cut the south line of said Lot Forty-two (42) at a point twelve (12) feet west of the southeast corner thereof. Also the whole of Park Avenue as platted through said sub-division to the west line thereof. This sale is made with the exceptions, reservations and conditions following, viz: That all of said property shall be used and improved by the city of Milwaukee for the purposes of a public park; that no shop, factory, saloon, or other business shall ever be permitted to be maintained thereon; that Park Avenue platted through said sub-division, and a proper approach thereto from Terrace Avenue over said Block One (1) and over said parts of Lots Forty-two (42), Forty-three (43) and Forty-four (44) of Block Two (2), shall be made sufficiently to admit of travel and opened for travel by the end of the

summer of 1891, and shall forever thereafter be and remain a public street or boulevard. That the grade line of said Park Avenue shall be so established that the lots in Block two (2) of said Subdivision fronting thereon shall not be injuriously affected, or the desirability of the same for residence purposes be depreciated. That the whole of said Park Avenue and the extension thereof to Terrace Avenue shall be graded, gutters curbed and paved, sidewalks constructed in front of the lots in Block Two (2) in said subdivision on the west side of said avenue and water pipes laid and sewers constructed therein, all at the expense of the said party of the second part, and by it thereafter maintained, and all the property hereby conveyed be ornamented with trees and otherwise beautified as a public park and boulevard. That the said parties of the first part their heirs and assigns, shall, under such reasonable regulations as may be adopted, have the right to make connections from all of the lots fronting on said Avenue with the water pipes, and sewers therein. That none of the other property of said parties of the first in said subdivision shall be required by the said party of the second part by condemnation proceedings, so-called, for park purposes, nor shall the same be subjected to assessment of special benefits in any such proceedings.

Second. And the party of the second part may forthwith enter and take possession of said premises and to hold, own, enjoy the same, and may make such alterations, changes and improvements therein and thereon as shall be deemed desirable and proper by the said party of the second part; and for that purpose may dig up and remove the soil, and may lay out and make roads, streets and walks therein, and may plant trees, and do all and everything deemed requisite, necessary and proper by the said party of the second part to prepare the same to be used as a public park and boulevard, pursuant to the intention and design of the provisions of Chapter 488 of the Laws of the State of Wisconsin for the year 1889, and acts amendatory thereof and which may hereafter be passed by the Legislature of the State of Wisconsin. Said party of the second part further agrees and covenants, that it will pay all taxes, special or general, which may have been assessed on the above described premises since the 1st day of January, 1890, and also all such as may thereafter be assessed thereon, whenever such taxes shall become due and payable by law, until the aforesaid purchase money shall be fully paid in the manner above specified. And it is understood and agreed that the balance of the purchase money to wit the sum of Eighteen Thousand (\$18,000) Dollars, and the interest thereon, which shall accrue, or

any unpaid principal or interest shall be and remain a lien upon said premises hereinbefore described, and any improvements made thereon, until the whole thereof shall be fully paid, pursuant to the provisions of Chapter 488 of the Laws of the State of Wisconsin for the year 1889, and entitled "An Act to establish a system of public parks within the City of Milwaukee, and to provide for the purchase, payment and government thereof." Approved April 17th, 1889.

Third: That the said parties of the first part hereby agree and bind themselves their heirs, executors and administrators, that in case the aforesaid sum of Twenty thousand and (20,000.00) Dollars shall be fully paid, at the times and in the manner hereinbefore specified, they will, on demand thereafter, cause to be executed and delivered to the said party of the second part, or its legal representatives, a good and sufficient deed in fee simple, of the premises above described, free and clear of all legal liens and incumbrances, except the taxes herein agreed to be paid by the said party of the second part. In Testimony Whereof the said parties of the first part have hereunto set their hands and seals, and the party of the second part, the City of Milwaukee, has, pursuant to a resolution of its Common Council in that behalf duly passed, caused these presents to be signed by its Mayor and City Clerk, and its corporate seal, to be attached thereto in duplicate originals hereof, the day and year first above written.

Signed Sealed and Delivered in presence of }
J. S. Entz }
James Reese }
asto signature of Alfred Gilman }
J. H. Barrett }
W. R. Tuttle }
asto signature of Helen S. Tuttle }
Rollin C. Harmon }
Lillian Drew }
asto signature of Olivia Drew }
Daniel Ferry }
Henry Campbell }
asto signature of Caroline Scammon }
D. S. Rose }
F. Reitbrock }
asto signatures of George W. Peck }
and George P. Mahoney }

Alfred Gilman (seal)
Helen S. Tuttle (seal)
Olivia Drew (seal)
Caroline Scammon (seal)
Geo. W. Peck (seal)
Mayor of the city of Milwaukee
Geo. P. Mahoney (seal)
City Clerk of the city of Milwaukee
Impressed
Corporate
Seal

State of New York } ss. Personally came before me this
County of New York } 31st day of October, 1890, the above
City of New York } named Alfred Gilman, to me known to be the person

who executed the foregoing instrument and acknowledged the same.

Impressed
Notary
Seal

F. S. Entz
Notary Public (15)
N.Y. Co.

State of Maine } ss.
Somerset County } Personally came before me this 21st day of October, 1890, the above named Helen G. Tuttle, to me known to be the person who executed the foregoing instrument and acknowledged the same

J. B. Barrett.
Notary Public
Canada Maine

Impressed
Notary
Seal

Commonwealth of Massachusetts } ss.
County of Essex. } Personally came before me this 23^d day of October, 1890, the above named Olivia Drew, to me known to be the person who executed the foregoing instrument and acknowledged the same.

R. E. Harmon
Notary Public
Essex Co. Mass.

Impressed
Notary
Seal

State of New York } ss.
Kings County } Personally came before me this 24th day of October, 1890, the above named Caroline Seammon to me known to be the person who executed the foregoing instrument and acknowledged the same.

Daniel Ferry.
Notary Public
Kings County

Impressed
Notary
Seal

State of Wisconsin } ss.
Milwaukee County } Personally came before me this 11th day of November, 1890, the above named George Peck, Mayor and George R. Mahoney, City Clerk, of the City of Milwaukee to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

E. M. Schuengel
Notary Public
Mil. Co. Wis.

Impressed
Notary
Seal

The form and conditions of the within approved the same being according to the proposition adopted by the Common Council. Oct 11th 1890.

R. N. Austin City Attorney
approved as to form and execution by the grantors Nov 11th 1890.
Recorded Nov 11th 1890
at 8²⁰ o'clock P.M. 169501.
R. N. Austin
City Attorney
H. J. Baumgaertner Register of Deeds.

S

02 - Resolution of Common Council (Doc. No. 00188944) (1891)

mannes above specified in such case this agreement shall be henceforth utterly void and all payments thereon forfeited subjected to be revived and renewed by the act of the parties of the first part or the mutual agreement of both parties In Testimony Whereof the said parties have hereunto set their hands and seals the day and year first above written

In Presence of
 Frank M. Hoyt
 Fred W. Rogers

Peter Wistel (seal)
 Mary ^{her} Wistel (seal)
_{maid}

State of Wisconsin }
 Milwaukee County } ss. Be it remembered that on this 13th day of August A.D. 1891
 personally came before me the above named Peter Wistel and Mary Wistel his wife
 to me known to be the persons who executed the foregoing instrument and acknow-
 ledged the same to be their free act and deed for the uses and purposes therein
 mentioned

Recorded Aug 14th 1891 }
 at 10³⁰ o'clock A.M. } 187.739
 Louis Auer Reg.
 Notary Public Wis.

Frank M. Hoyt
 Notary Public Wis.

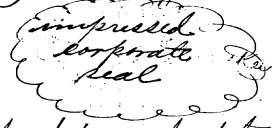
A Resolution of the Common Council of the City of Milwaukee
 vacating property.

Resolved, That the following pieces or parcels of land being parts
 of the land acquired by the City of Milwaukee for park purposes, be and the
 same are hereby set aside for public use as street, being the exten-
 sions of Park Avenue in the Eighteenth Ward, of the City of Milwaukee as
 follows: 1. That part of lots 42, 43, and 44 in block 2 in Gilman's
 subdivision, bounded and described as follows: Commencing at the
 northeasterly corner of lot 42, running thence southwesterly to a
 point in the southwesterly line of said lot, 2 feet northwesterly
 from the southeasterly corner thereof; thence southwesterly to a
 point in the southwesterly line of lot 43, 35 feet northwesterly
 from the southeasterly corner thereof; thence southwesterly to a
 point in the southwesterly line of lot 44, 75 feet from the south-
 easterly corner thereof; thence southeasterly along the southwesterly
 line of said lot 75 feet to the southeasterly corner thereof; thence north-
 easterly along the southeasterly line of lots 41, 43 and 42, 500 ⁷⁵/₁₀₀ feet
 to the point of commencement.

2. That part of lot 3 in the southeast 1/4 of section 15, town 4, north
 range 22, east, and of lot 18 in block 2 in Lockwood's addition
 bounded and described as follows: Commencing at a point in
 the east line of said lot 3, where the northwesterly line of Park
 Avenue intersects the same, running thence northeasterly along
 the northwesterly line of Park Avenue extended 64 ⁴⁵/₁₀₀ feet to a point;
 thence northerly 45 ²⁰/₁₀₀ feet on a curve, the radius of which is
 75 feet to a point which is 50 feet east of the east line of Gilman's

subdivision: thence north on a line parallel to the east line of Gilman's subdivision 192⁰⁰/₁₀₀ feet to a point; thence northwesterly 72⁰⁰/₁₀₀ feet on a curve, the radius of which is 45 feet to a point; thence northwesterly on a line at right angles to Terrace avenue to a point in the southeasterly line of Terrace avenue; thence northeasterly along said southeasterly line of Terrace avenue 60 feet to a point; thence parallel 60 feet distant from the first described line to a point in the West line of lot 3 in southeast 1/4 of section 15, where the same is intersected by the southeasterly line of Park avenue; thence north along the West line of said lot 3, 105⁰⁰/₁₀₀ feet to the point of commencement.

Office of the City Clerk
 Milwaukee Sept. 1st 1891



I certify that the foregoing is a copy of a resolution adopted by the Common Council on the 24th day of Aug., 1891.

Recorded Sept 1st 1891

At 3 o'clock P.M. No 188944

Geo. P. Mahoney City Clerk
 Geo. E. M. Schuengel Deputy

Louis Chuer Register for 2nd May warm Def

Will, Probate and Final Decree of Diedrich Hoffmeier
 -Will-

I Diedrich Hoffmeier of the County of Milwaukee and State of Wisconsin being of sound mind and memory, and mindful of the uncertainties of human life, do make, publish and declare this my last will and testament in the manner following. First all my just debts and funeral and of my last sickness shall be paid. Second: I hereby give, devise and bequeath to my beloved son Frederick Hoffmeier the following described Real Estate, Situate lying and being in the Town of Lake, County of Milwaukee and State of Wisconsin being Sixty six (66) acres of Lands in the South West quarter (S. 24. 1/4) of Section Thirty one (31) in Township Six (6) North of Range Twenty two (22) East and bounded by a line as follows: Beginning at a point in the West line of said quarter Section Sixty (60) rods South of the North West corner of said South West quarter (S. 24. 1/4) running thence South on West line of said quarter Section Sixty Six (66) rods South, thence East one hundred and Sixty (160) rods, to one quarter (1/4) Section line thence North one quarter (1/4) section line Sixty Six (66) rods, thence West One hundred and Sixty (160) rods to the place of beginning. Third: I give and devise and bequeath to my said son Frederick Hoffmeier all fixtures, goods, crops, agricultural implements farming tools and live stock of whatever class name and nature, which may be or shall be on and upon the foregoing described land and which shall belong to me at the time of my death. Fourth, in consideration of the gifts, devises and bequests heretofore made to my son Frederick Hoffmeier I hereby will that my said son Frederick

03 - Resolution of Common Council (Doc. No. 00226436) (1893)

Resolution of the Common Council.

Whereas, A petition was presented to the common council on the 31st day of October, 1892, declaring it was necessary for the public interest to vacate a part of an unnamed street running southeasterly between blocks 1 and 2, in Kilman's subdivision, and a part of Park Avenue running northeasterly between lots 14 and 15, and lots 42, 43 and 44, in said block 2, easterly of a proposed new street in the Eighteenth ward of the city of Milwaukee; now therefore be it resolved, That the city engineer be and he hereby is directed to make and file with the city clerk an accurate survey and plat of the proposed change and improvement and of the lands proposed to be vacated therefor, defining separately each parcel, and indicating upon such plat the location of any improvement upon said premises.

Office of the City Clerk.

Milwaukee, Feb. 27, 1893.

I certify that the foregoing is a copy of a resolution adopted by the Common Council on the day of Feb. 20, 1893.

Recorded Feb. 27, 1893,

at 4⁴⁵ o'clock P. M.

August Kirschhefer, Register

} 226436.

Geo. R. Mahoney City Clerk.
per C. M. Schuengel Deputy.

Handwritten signature/initials in a circle

04 - Deed (Doc. No. 0059604) (1893)

Signed sealed and
delivered in presence of
Annie M. McDonald
Hermertius G Myers
State of Pennsylvania
County of Cambria

Amalia Johnson (seal)

Be it remembered that on the seventeenth day of September
A. D. 1883 personally came before me the above named Amalia Johnson single,
to me known to be the persons who executed the above deed and acknowledged
the same to be her free act and deed for the uses and purposes therein mentioned.

Hermertius G Myers (seal)
Justice of the Peace

State of Pennsylvania
County of Cambria. I John C. Gates Prothonotary of the Court of Com-
mon Pleas of the County of Cambria State of Pennsylvania the said Court
being a Court of Record and having a seal do hereby certify that H. G. Myers
whose name appears subscribed to the annexed instrument was at the date
thereof a Justice of the Peace within and for said County of Cambria
State of said residing in said County duly elected and qualified to ad-
minister Oaths, take depositions and acknowledgments of deeds. I further
certify that I verily believe said signature purporting to be his is genuine
and that said instrument is executed and acknowledged according
to the laws of said State. In witness whereof I have hereunto set my
hand and affixed the seal of said Court this nineteenth day of Septem-
ber A. D. 1883.

Recorded September 23rd
1883 at 12 1/4 o'clock P. M. No. 59540

(off.)
(seal)

John C. Gates
Prothonotary.

M. P. Washburn & Co. To H. C. French.

L. C. 10

Know all men by these presents that we Mary P. Washburn and her hus-
band Niche Washburn of the City of New York Parties of the first part in con-
sideration of the sum of One dollar & no cents to us duly paid do hereby remise, re-
lease and quit claim unto H. Edgar French of Milwaukee Milwaukee Co. State
of Wisconsin party of the second part and to his heirs and assigns the follow-
ing described real estate situated in the County of Milwaukee State of Wis-
consin to wit: Our undivided interest of the following pieces or parcels of land
to wit: Block one (1) Lots one (1) two (2) three (3) four (4) five (5) six (6) seven (7)
eight (8) nine (9) ten (10) eleven (11) twelve (12) thirteen (13) fourteen (14) fifteen
(15) and sixteen (16) of Block two (2) Lots one (1) two (2) three (3) four (4) five (5)
six (6) seven (7) eight (8) nine (9) ten (10) eleven (11) twelve (12) thirteen (13)
fourteen (14) fifteen (15) sixteen (16) seventeen (17) eighteen (18) nineteen (19) and
twenty (20) of Block three (3) Lots one (1) two (2) three (3) four (4) five (5) six (6)
seven (7) eight (8) nine (9) ten (10) eleven (11) twelve (12) thirteen (13) fourteen (14) fif-
teen (15) and sixteen (16) of Block four (4) Lots one (1) two (2) three (3) four (4) five
seven (7) eight (8) nine (9) and ten (10) of block five (5) (it being all our interest
in Gilman's Addition) in Lockwood's addition in the first Ward of the City of

Milwaukee in the County of Milwaukee and State of Wisconsin now Gillmans Addition, To have and to hold the same together with all and sing uer the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate right title, interest and claim whatsoever of the said parties of the first part, either in law or equity, either in possession or expectancy to the only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever. In witness where of the parties of the first part have hereunto set their hands and seals this twenty second day of September in the year of our Lord one thousand eight hundred and eighty three.

In presence of
C. H. Pollock
Isaac Klaumby
State of New York

Mary P. Washburn (seal)
Wickes Washburn (seal)

City & County of New York }
U.S. 1883 }
Personally came before me the above named grantor Mary P. Washburn and her husband Wickes Washburn to me known to be the persons who executed the foregoing instrument and severally duly acknowledged the same to be their free act and deed for the uses and purposes therein mentioned.

Recorded September 25th 1883 at 4 1/4 o'clock A.M. No. 59,604 (Not. seal) C. H. Pollock Notary Public Kings County N.Y. filed in N.Y. Co.

G. Burnham su. To S. Bunzel N.Y.
George Burnham and Barbara Burnham his wife Grantors of the City of Milwaukee, Milwaukee County Wisconsin, hereby convey and warrant to Stanislaus Bunzel grantee of the same place Wisconsin for the sum of eight hundred (\$800) dollars the following tract of land in the City of Milwaukee, County of Milwaukee and State of Wisconsin to wit: Lot Number one (1) in Block number six (6) in Burnham Rogers & Bechers Subdivision in the eleventh Ward of the City of Milwaukee aforesaid. Witness the hands and seals of said grantors this twenty fourth day of September 1883.

In presence of
Evan S. Rogers Jr.
John L. Burnham
State of Wisconsin

George Burnham (seal)
Barbara Burnham (seal)

Milwaukee County }
Personally came before me this 24th day of September 1883 the above named George Burnham and Barbara Burnham, his wife to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Recorded September 25th 1883 at 12 1/4 o'clock P.M. No. 59,615 Evan S. Rogers Jr. Notary Public Mil. Co. Wis.

05 - Resolution of Common Council (Doc. No. 00269450) (1894)

Resolution of the Common Council

To the Honorable the Common Council of the City of Milwaukee Gentlemen: Your committee to whom was referred the report and verdict of the jury in the matter of the vacation of that certain part of an unnamed street running south westerly between blocks 1 and 2 in Gilman's subdivision, and a part of Park Avenue, running northeasterly between lots 14 and 15 and lots 42, 43 and 44 in said block 2, easterly of a proposed new street in the Eighteenth ward of the City of Milwaukee, beg leave to report that they have considered the matters to them referred, and herewith report thereon by the following resolution and recommend that the same be adopted:

Frank Niegorowski —
John Weiler —

Whereas, On the 31st. day of October 1892, a petition was duly presented to the common council of the city of Milwaukee setting forth among other things, that it was necessary for the public interest without unnecessary delay to vacate the parts of street and avenue above described; and
Whereas, By a resolution of the common council passed

on the 20th day of February 1893, the city engineer of said city was directed to make a plat and survey of the parts of street and avenue proposed to be vacated as required by law and Whereas, By a resolution of the common council, passed on the 5th day of March 1894, the city clerk of the city of Milwaukee was directed and empowered to give notice in the manner prescribed by law, to the owners of the land adjoining that portion of said parts of street and avenue, proposed to be vacated, stating among other things, that a certain time and place stated in said notice, application would be made by the city attorney of the city of Milwaukee, to the Superior court of the county of Milwaukee for the appointment of a jury to view the parts of street and avenue described in said resolution and to determine whether or not it was necessary to vacate the same, and

Whereas, The notice so required to be given by said clerk was duly given as was required by law, and

Whereas, The said Superior court, on the 4th day of August 1894, and pursuant to said notice, did appoint twelve reputable freeholders, residents of said city of Milwaukee, but not residents of the Eighteenth ward thereof, nor interested in said proceedings, as jurors to view said premises and to determine whether it was necessary or not to vacate said parts of street and avenue and a precept was duly issued to said jury, and said jury was duly summoned and sworn, and

Whereas, Said jury did on the 11th day of August 1894 as required by law proceed to view said parts of street and avenue and premises described in said petition and resolution, and thereafter did duly meet to hear such testimony and statements as should be offered by any interested party or parties in said parts of street and avenue and premises due notice having first been given of such meeting, and

Whereas, after hearing the parties interested who appeared, said jury duly made a report of their proceedings to the common council within the time limited in said precept and the order by said court made to said jury, which report was signed by all of said jurors respectively, and which, among other things, stated that in the judgment of said jurors, it was necessary to vacate said parts of street and avenue mentioned in said resolution and petition, and that the same was no longer of any public utility. Now Therefore Be it resolved and ordered by the common council of the city of Milwaukee, that the said parts of street and avenue are no longer of any public utility, and that the report and verdict of said jury, and the whole thereof, be, and the same is hereby confirmed: and that said parts of street and avenue described as follows viz: Description of a part of an unnamed street, running southeasterly between blocks 1 and

2, in Gilman's subdivision, and of a part of Park avenue running northeasterly between lots 14 and 15 and lots 42, 43 and 44 in block 2 easterly of a proposed new street, in the Eighteenth ward of the city of Milwaukee. As follows, to-wit:

1. That a part of an unnamed street being bounded and described as follows: commencing at the southwest corner of block 2, of Gilman's subdivision, running thence southeasterly along the southwesterly line of block 2, of said subdivision 165 feet to a point, thence southwesterly to a point in the northeasterly line of block 1 Gilman's subdivision which point is 113.50 feet southeasterly from the northwest corner of block 1 of said subdivision; thence northwesterly 113.50 feet to the northwest corner of block 1 of said subdivision, thence northeasterly along the southeasterly line of Terrace avenue 66 feet to the place of beginning. Also commencing at a point, which point is the intersection of the northeast line of block 1, Gilman's subdivision, and the south line of the southeast quarter of section 15, running thence east along the south line of said $\frac{1}{4}$ section 115.35 feet to a point thence northwesterly, along the southwesterly line of block 2 Gilman's subdivision 210.36 feet to a point, thence southwesterly to a point in the northeasterly line of block 1 Gilman's subdivision, which point is 199.50 feet southeasterly from the northwest corner of said block 1, thence southeasterly along the northeasterly line of said block 1, 147.81 feet to the place of beginning.

2. That part of Park avenue bounded and described as follows: commencing at a point in the southeasterly line of Park avenue, which point is 6.11 feet southwesterly from the north line of lot 42 block 2 of Gilman's subdivision extended running thence southwesterly on a line parallel to and distant 60 feet from the northwesterly line of Park avenue 70.90 feet to a point; thence southwesterly on a line parallel to and distant 60 feet from the northwesterly line of Park avenue, 70.02 feet to a point; thence southwesterly on a line parallel to and distant 60 feet from the northwesterly line of Park avenue, 46.52 feet to a point; thence southwesterly 17.84 feet to a point in the northwesterly line of an unnamed street lying between blocks 1 and 2 of Gilman's subdivision, which point is 240 feet southeasterly from the southwest corner of block 2, Gilman's subdivision; thence southeasterly along the northeasterly line of said unnamed street 60 feet to a point, and thence northeasterly 194.45 feet to the place of beginning be and the same is hereby vacated.

Adopted.

Office of the City Clerk.

Milwaukee Nov. 14, 1894.

I hereby certify that the foregoing is a copy of a resolution

adopted by the Common Council on the 12 day of Nov. 1894

Recorded Dec. 14, 1894

at 11⁰⁰'s'clock A.M.

August Kirchhofer
Reg.

No. 269750

(Imp.) Wm E. Anderson
(Corp. Secy) City Clerk.

06 - Deed (Doc. No. 00322417) (1895)

Accepted by the Common Council Oct. 1997
Examined and approved as to form and execution this 17th day of
November, 1896.
Ernest Brunckow, Ault City, Wis.

Alfred Gilman et al. To the City of Milwaukee.
Warranty Deed

This indenture, made this 17th day of May, in the year of our Lord, one thousand eight hundred and ninety five, between Alfred Gilman (unmarried) of the City of New York, Helen G. Tuttle of Bangor Maine, Olyrik Brew of Lynn Massachusetts and Caroline Scamman of Brooklyn New York parties of the first part, and The City of Milwaukee State of Wisconsin party of the second part, witnesseseth, that the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliased, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the county of Milwaukee and state of Wisconsin, to wit: A piece of land in the N 1/2 of the S 6 1/4 Sec 15 T 7 N R 22 E 1st Block 3 of Gilman's Subdivision in the 18th ward, City of Milwaukee bounded and described as follows. Commencing at a point on a line which ^{line} is, twenty (20) feet west of and parallel to the east line of the N 1/2 of said quarter sec. and which point is two hundred forty five and seventy hundredths (245.70) feet south of the

north line of said quarter sec. running thence through the following described points; it being understood that all north distances are to be measured along the said 20 foot line from the point of commencement, and that all west distances are to be measured at right angles to said line unless otherwise specified; 1st point thence (10) feet north three and twenty hundredths (3.20) feet west; 2nd point twenty (20) feet north, and six and twenty five hundredths (6.25) feet west; 3rd point in the northeasterly line of lot 41 Block 3 Gilman's Subdivision and Ten and seventy hundredths (10.70) feet northwesterly from said 20 foot line, measured along said lot line; 4th point forty feet (40) north, and twelve and fifty five hundredths (12.55) feet west; 5th point fifty (50) feet north and fifteen and forty five hundredths (15.45) feet west; 6th point, sixty feet (60) north, and eighteen and fifteen hundredths (18.15) feet west; 7th point, seventy (70) feet north, twenty and eighty five hundredths (20.85) feet west. Eighth point, eighty (80) feet north and twenty three and twenty five hundredths (23.25) feet west; 9th point ninety feet (90) north and twenty five and sixty five hundredths (25.65) feet west; 10th point, One hundred (100) feet north and twenty eight and fifty five hundredths (28.55) feet west; 11th point in the northeasterly line of lot 40 Block 3 of Gilman's Subdivision and thirty eight (38) feet northwesterly from said 20 foot line, measured along said lot line; 12th point, One hundred twenty (120) ft. north, and thirty two and fifty five hundredths (32.55) feet west; 13th point, One hundred thirty (130) feet north and thirty five (35) feet west; 14th point One hundred forty (140) feet north and thirty seven and forty hundredths (37.40) feet west; 15th point One hundred fifty (150) feet north and Forty and sixty hundredths (40.60) feet west; 16th point, One hundred sixty (160) feet north and forty five and thirty five hundredths (45.35) feet west; 17th point, One hundred sixty eight and seventy hundredths (168.70) feet north and sixty one and thirty hundredths (61.30) feet west; 18th point in the southeasterly line of Lake Avenue, sixty one and fifty hundredths (61.50) feet southwesterly from the intersection of the south line of Park Place, extended and the southeasterly line of Lake Avenue, measured along said southeasterly line; the line connecting the above described right corner points to be a continuous survey thence northeasterly along the southeasterly line of Lake Ave. sixty one and fifty hundredths (61.50) feet to a point in the south line of Park Place, extended thence east along the said south line of Park Place

extended to a point which is twenty (20) feet west of the east line of the west $\frac{1}{2}$ of said quarter section 15; thence south along a line twenty (20) feet west of and parallel to the east line of the $\frac{1}{2}$ of said quarter section; two hundred ten and seventy hundredths (210.70) feet to the point of commencement. Also a part of Lots 43 and 44 Block 2 of Gilman's Subdivision in the $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Sec. 15 T. 7. N. R. 22 east in the 18th ward, City of Milwaukee bounded and described as follows: Commencing at a point in the southwesterly line of said lot 44 which point is thirty eight and seventy hundredths (38.70) feet southeasterly from the south west corner of said lot 44, running thence southeasterly six and thirty hundredths (6.30) feet to the southeast corner of said lot 44; thence northeasterly along the southeasterly line of said lots 44 and 43, one hundred fifty two and one hundredth (152.01) feet to a point; thence northeasterly along a line that is three and sixty one hundredths (3.61) feet southwesterly from and parallel to the northeasterly line of said lot 43, seven and ten hundredths (7.10) feet to a point; thence southwesterly along a curve whose radius is five hundred thirty five (535) feet, to the point of commencement. Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances. To have and to hold the said premises, as above described, with the hereditaments and appurtenances, unto the ^{said party of the} second part, and to its successors and assigns forever. And the said Alfred Gilman, Nelson D. Tuttle, Olivia Brew and Caroline Scamman for themselves and their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the executing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatsoever, and ^{that} the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever warrant and defend. In witness whereof, the said parties of the first part

have herunto set their hands and seals, this 17th day of May, A.D. 1895.

Signed, sealed and delivered.

in Presence of
G. L. Preble } witnesses to
Fred Riestbrock } Alfred Gilman
G. L. Preble } witnesses to
F. Riestbrock } H. G. Tuttle
G. L. Preble } witnesses to
F. Riestbrock } Olivia Noren
G. W. F. McNeill } witnesses to
J. Anglip. } Carolina Scamman

Alfred Gilman Seal
Helen G. Tuttle Seal
Olivia Noren Seal
Carolina Scamman Seal

State of Wisconsin } ss.
Milwaukee County }

Personally came before me, this 17th day of May, 1895, the above named Alfred Gilman (unmarried), H. G. Tuttle and Olivia Noren to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Fred Riestbrock
Notary Public.
Milwaukee Co. Wis.

State of New York } ss.
Kings County }

Personally came before me this 11th day of June A.D. 1895 the above named Caroline Scamman to me known to be ^{the} person who executed the foregoing instrument and acknowledged the same.

Imp.
Not
Seal

G. W. F. McNeill.
Notary Public.
Kings Co. N. Y.

State of New York } ss.
County of Kings }

I, Henry C. Saffern, clerk of the county of Kings and clerk of the Supreme Court of the State of New York, in and for said County, (said Court being a Court of record) do hereby certify that Mr. G. W. F. McNeill, whose name is subscribed to the certificate of proof, or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a notary public of the State of New York, in and for the said County of Kings, dwelling in said county, commissioned and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said certificate is genuine, and that the said instrument is executed and acknowledged according to the laws of the State of New York.

In testimony whereof I have hereunto set my hand and
affixed the seal of said county and court, this 12 day of
June 1895.

Recorded Feb. 8th 1897 }
at 8³⁰ o'clock A.M. } 322417
H. A. Verge, Register. }



Henry C. Saffell
Clerk

07 - Deed (Doc. No. 00317752) (1896)

4 A. Gilman et al To Mil. Trust Co.

City Deed

This Indenture, made this 30th day of November in the year of our Lord one thousand eight hundred and ninety-six between Alfred Gilman unmarried of the City of New York, Helen G. Tuttle and Van Rankle Tuttle her husband of Canaan Maine, Olivia Drew (widow) of Lynn, Massachusetts, and Caroline Scamman and Joseph C. Scamman her husband of Brooklyn, New York, parties of the first part, and the Milwaukee Trust Company (a corporation) of the City of Milwaukee, State of Wisconsin, party of the second part Witnesseth: That the said parties of the first part

for and in consideration of the sum of Seven Thousand Two Hundred Dollars (\$7200.00) to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Milwaukee and State of Wisconsin, to-wit:

All of Lots One (1) to Six (6) both inclusive, of Block One (1) All of Lots One (1) to Fifteen (15) both inclusive, of Block Two (2), of Silman's Subdivision of Lockwood's Addition in the 18th Ward of the City of Milwaukee; and so much of Lots Forty-two (42) Forty-three (43) and Forty-four (44) of said Block Two (2) as lies south and east of a line extending from the north-east corner of said lot 42 to a point on the south line of said lot 44, 75 feet west of the southeast corner thereof, which line shall be so drawn as to cut the south line of said lot 43 at a point 35 feet west of the southeast corner of said lot 43, and will cut the south line of said lot 42 at a point 12 feet west of the southeast corner thereof. Also the whole of Park Avenue as platted through said Subdivision to the west line thereof, Subject, however, to the rights of the holder or holders of certain land contracts, executed between the parties of the first part hereto as parties of the first part and the City of Milwaukee as party of the second part, on the sixth day of October, 1890, wherein and whereby the parties of the first part agreed to sell and convey said lands to the said City of Milwaukee upon the terms and conditions of said contract specified, which said contract was on the 11th day of November, 1890, at the hour of 3:20 o'clock P. M. received for record and recorded in the office of the Register of Deeds of Milwaukee County in Vol. 264 of Deeds on Pages 569, 570 and 571. Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have And To Hold the said premises as above described, with the hereditaments and appurtenances, unto the said party of the second part, its successors and assigns forever. And the said parties of the first part, for themselves, their heirs and assigns, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns that at the time of the enrolling and delivery of these presents they are well seized of the premises above described subject to said contract, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law in fee simple, and that the same are free and clear from all incumbrances whatever subject only to the said contract and the rights of the holder or holders thereof and to such taxes as shall have been assessed and such liens and incumbrances as may have been placed on said premises by said City of Milwaukee or suffered to be placed thereon since the sixth day of October, 1890, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, excepting those claiming under said contract for such taxes, liens or incumbrances, they will forever warrant and defend. And for the same consideration above stated the said parties of the first part do hereby assign, transfer and set over unto the party of the second part, its successors and assigns, all of their right, title, claim, interest and demand in and to such as may arise from the the aforementioned contract with the said City of Milwaukee, and the said City of Milwaukee, its officers and agents are hereby authorized and directed to pay to said party of the second part, its successors or assigns, such sum or sums as may now be or shall hereafter become due and owing upon said contract, and any payment so made shall to the extent thereof apply to the discharge of the indebtedness evidenced by said contract. And the said parties of the first part, for themselves their heirs and assigns do covenant and agree to and with the said party of the second part, its successors or assigns, that there now remains unpaid on said contract the

sum of \$7200.00 with interest from the sixth day of October 1896. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

In Presence of
W. D. Hickman
Jamesurgent

Alfred Kilman (seal)
Helen L. Tuttle (seal)
Olivia Drew (seal)
Caroline Scamman (seal)
Van Renslaer Tuttle (seal)
Joseph O. Scamman (seal)

Rollin B. Mallory ^{as to} Van Renslaer Tuttle
and
Joe Stadlbauer Joseph O. Scamman
State of Wisconsin

Milwaukee County Personally came before me this 1st day of December, A. D. 1896, the above named Alfred Kilman, Helen L. Tuttle, Olivia Drew and Caroline Scamman, to me known to be the persons described in and who executed the foregoing instrument, - and acknowledged the same as their own free act and deed.

(Imp. Not Seal)

W. D. Hickman
Notary Public

State of Wisconsin
Milwaukee County Personally came before - this 2nd day of December A. D. 1896, the above named Van Renslaer Tuttle and Joseph O. Scamman to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their own free act and deed, and I certify that the interlineations made in the 3rd and Fourth lines of page one were made before the execution hereof.

Recorded Dec. 3rd. 1896
at 3⁰² o'clock P. M. 317752

(Imp. Not Seal)

Rollin B. Mallory
Notary Public
Milwaukee County Wisconsin.

John J. Kempf Registered

08 - Deed (Doc. No. 00406436) (1900)

Milwaukee Trust Co. To: City of Milwaukee.
Deed.

This Indenture, made this second day of October, in the year of our Lord, one thousand nine hundred, between The Milwaukee Trust Company, (a Wisconsin corporation), located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, party of the first part, and City of Milwaukee, party of the second part.
Witnesseth, That the said party of the first part, for and

in consideration of the sum of Twenty Thousand (\$20,000.00) Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors or assigns forever, the following described real estate, situated in the County of Milwaukee, and State of Wisconsin, to wit:

Lot numbers One (1) to Six (6) both inclusive, of Block One (1);
 Lots numbers One (1) to Fifteen (15), both inclusive, of Block Two (2), and so much of Lots Forty-two (42), Forty-three (43), and Forty-four (44), of Block Two (2) of Dilman's Subdivision of Lockwood's Addition in the Eighteenth Ward of the City of Milwaukee, as lies south and east of a line extending from the northeast corner of said lot Forty-two (42) to a point on the south line of said lot Forty-four (44) seventy-five (75) feet west of the southeast corner thereof; which line shall be so drawn as to cut the south line of said lot Forty-three (43) at a point thirty-five (35) feet west of the southeast corner of said lot Forty-three (43), and will cut the south line of said lot Forty-two (42) at a point twelve (12) feet west of the southeast corner thereof.

Also the whole of Park Avenue as platted through said subdivision, to the west line thereof.

This deed is given subject to all the conditions, limitations and restrictions, and in consummation, fulfillment and cancellation of the land contract made between Alfred Dilman of the City of New York, Helen G. Tuttle of Bangor, Maine; Olivia Drew of Lynn, Mass. and Clara Lyon Scammon of Brooklyn, New York; being the four and only children and sole heirs at law of Winthrop W. Dilman, late deceased, to the City of Milwaukee, dated the sixth day of October, 1890, and recorded in the office of the Register of Deeds in and for Milwaukee County on the 11th day of November, 1890, at 3³⁰ o'clock P. M. in Volume 264 of Deeds, on pages 569, 570, 571, and 572; and subject to the agreement in said land contract that the grantee agrees to pay all taxes, special or general, which have been assessed on above described property since the first day of January 1890, or such as may be levied or assessed thereafter.

Together with all and singular the hereditaments, and appurtenances therunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim and demand, whatsoever, of said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises, as above described, with the hereditaments and appurtenances, unto the said party of the second part, and to its successors or assigns Forever.

And the said The Milwaukee Trust Company, for itself, its successors or assigns, do covenant, grant, bargain and agree to and with the said party of the second part, its successors or assigns, that at the time of the sealing and delivery of these presents, it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance.

in the law, in fee simple, and that the same, are free, and clear from all incumbrances whatever, except as above stated, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors or assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by through or under said The Milwaukee Trust Company, party of the first part, and none other, it will forever warrant and defend.

In witness whereof, The Milwaukee Trust Company has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed, the day of the date hereof.

In presence of
H. H. Scherff.
P. O. Kannenberg.
State of Wisconsin
Milwaukee County. } s.s.



The Milwaukee Trust Company.
By: H. H. Camp. President.
And: Robert Camp. Secretary.

On this third day of October, 1900, before me, appeared H. H. Camp and Robert Camp, who being each by me duly sworn, did say that said H. H. Camp is the President and said Robert Camp is the Secretary of The Milwaukee Trust Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said H. H. Camp and Robert Camp, acknowledged said instrument to be the free act and deed of said corporation.

P. O. Kannenberg.
Notary Public,
Milwaukee Co. Wis.
Geo. E. Ballhorn.
Assistant City Attorney.

The above deed is hereby approved as to form & execution.
Dated October 8 - 1900

Recorded Oct 9th 1900
At 2¹⁰ o'clock P. M.
H. A. Verges Register
Per Alfred Church Deputy. } 406436.

1-\$5.00 Stamp.
1-50¢ Stamp
Cancelled

09 - Deed (Doc. No. 00463067) (1903)

Alfred Gilman, et al. Lawrence Demmer.

Warranty Deed.

This Indenture, made this ninth day of February, in the year of our Lord, one thousand nine hundred and three, between Alfred Gilman, Statchelor of the City and State of New York, Helen E. Tuttle, of the City of Milwaukee & State of Wisconsin, Olivia Drew of the City of Lynn and State of Massachusetts and Caroline Scammon of the City of Brooklyn and State of New York parties of the first part, and Lawrence Demmer of the City and County of Milwaukee and State of Wisconsin party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to them in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, his heirs and assigns forever, the following described real estate, situated in the County of Milwaukee and State of Wisconsin to-wit:

Lots numbered Forty-four (44) excepting so much of said Lot numbered 44 as has heretofore been conveyed to the City of Milwaukee by Deed recorded Feb'y 8-1897 in Volume 374 of Deeds page 942 and Seventy-three (73) in Block numbered Two (2) of Gilman's Sub-division in the eighteenth Ward of the City of Milwaukee - Subject to the following restrictions & conditions to-wit: that no shop, Factory, Saloon or any other business shall be erected or maintained on said premises at any time within twenty five years from date hereof and that the building or maintaining of any such business or establishment thereon, shall invalidate this conveyance and in such case the property shall revert to the grantors or their heirs, and provided also that in erecting a residence upon said property that no part of the Walls of such building shall be erected within twenty (20) feet of the Street line of Noble Avenue the point of line to be taken from South line of Lot 44, and that no private Barn shall be erected on said lots within Forty (40)

feet of the street line of Terrace Avenue or within twenty feet (20) of the North line of said Lots 44 and 73.

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described, with the hereditaments and appurtenances, unto the said party of the second part, and to his heirs and assigns Forever.

And the said [redacted] for themselves and their heirs, executors and administrators do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enscrolling and delivery of these presents they were well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns; against all and every person or persons lawfully claiming the whole or any part thereof they will forever warrant and defend.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day of the date hereof.

Signed, Sealed and Delivered in Presence of	} witnesses as to	Alfred Gilman. (Seal).
		Helen E. Tuttle. (Seal).
-----	} witnesses as to	Olivia Drew. (Seal).
St. C. B. Maynard. Maud Gilman	} witnesses as to	Helen E. Tuttle.
Nathan ^m Hawkes Currietta E. Drew.	} witnesses as to	Olivia Drew.
		C. F. Newman, as to = Caroline Scamman (Seal)
		G. A. Patmythes " "

State of Wisconsin }
Milwaukee County } ss. Personally came before me, this tenth day of February 1903, the above named Helen E. Tuttle of the city Milwaukee to me known to be one of the persons who executed the foregoing instrument, and acknowledged the same.


My commission expires Aug 23rd. 1905.



St. C. B. Maynard.
Notary Public.
Milwaukee County, Wisconsin.

State of New York }
New York County } ss. Personally came before me this 18th day of February 1903, the above named Alfred Gilman, Bachelor, to me known to be one of the persons who executed the foregoing instrument and acknowledged the same.

W. A. Ferguson } witnesses as to	} Alfred Gilman	} (Seal)	W. A. Ferguson. Notary Public.
			Kings Co. Cert. filed in N.Y. County. My commission expires March 31st 1904.

State of Massachusetts }
 Essex County } ss. Personally came before me this 14 day of
 February 1903 the above named Olivia Drew to me known to be one of the
 persons who executed the foregoing instrument and acknowledged the same.
 Nathan M. Hawkes } witness as to }
 Carrieetta H. Drew } Olivia Drew. }  Nathan M. Hawkes.
 Notary Public,
 Essex County, Mass.
 My commission expires Sept 9, 1905.


City & State of New York }
 Borough of Brooklyn } ss.
 Kings County } Personally came before me this 24 day of February
 1903 the above named Caroline Scammon to me known to be one of the
 persons who executed the foregoing instrument and acknowledged the same.
 C. T. Newman #2.
 Commissioner of Deeds, New York City.
 Residing in the Borough of Brooklyn.
 My Commission exp. Jan'y 12, 1904.

Signed, Sealed and
 delivered in presence of. }
 C. T. Newman } witnesses as to
 Evelyn Campbell. } Caroline Scammon. }

State of New York }
 County of Kings } ss. I, Charles T. Hartzheim, clerk of the County of
 Kings, and also Clerk of the Supreme Court for said County (said Court
 being a Court of Record), do hereby certify that Mr. C. T. Newman whose
 name is subscribed to the certificate of proof or acknowledgment of the annexed
 instrument, and therein written, was, at the time of taking such proof or
 acknowledgment, a Commissioner of Deeds, in and for the City of New York,
 residing in the Borough of Brooklyn in said County, commissioned and
 sworn and duly authorized to take the same. And further, that I am
 well acquainted with the handwriting of such Commissioner, and verily
 believe that the signature to the said certificate of proof or acknowledgment
 is genuine, and that the same is executed and acknowledged according to
 the laws of the State of New York.

In testimony whereof I have hereunto set my hand and affixed the
 seal of said County and Court, this 24 day of Feb'y 1903.

Recorded March 27th 1903 }
 at 10²⁵ o'clock. A. M. } 463067.
 O. B. Pierce, Register }

 Charles T. Hartzheim.
 Clerk.

10 - Deed (Doc. No. 02111057) (1937)

CITY OF MILWAUKEE

TO

COUNTY OF MILWAUKEE

WARRANTY DEED

LAKE PARK

THIS INDENTURE, Made this 12th day of November, 1936, by and between the City of Milwaukee, a municipal corporation, duly organized and existing under the constitution and statutes of the State of Wisconsin, located at Milwaukee County, Wisconsin, party of the first part, and the County of Milwaukee, a body corporate organized and existing under the constitution and statutes of the State of Wisconsin as one of the counties of said state, party of the second part,

WITNESSETH: That the party of the first part, for and in consideration of the sum of One (\$1.00) Dollar to it paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, and other good and valuable considerations, has given, granted, bargained, sold, remised, released and quit-claimed, and by these presents does give, grant, bargain, sell, remise, release and quit claim unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the City of Milwaukee, State of Wisconsin, to-wit: the premises now known as Lake Park and more particularly consisting of the hereinafter described parcels and tracts, numbered one (1) to ten (10) inclusive, and more particularly described as follows:

Parcel No. 1.

"Lots numbered One (1), to Six (6) both inclusive in Block one (1) ; Lots numbered One⁽¹⁾ to fifteen (15) both inclusive, of Block two (2) and so much of Lots forty-two (42) forty-three (43) and forty-four (44) of Block two (2) of Gilman's Subdivision of Lockwood's Addition in the Eighteenth (18th) Ward of the City of Milwaukee as lies south and east of a line extending from the north-east corner of said lot forty-two (42) to a point on the south line of said lot forty-four (44) seventy-five (75) feet west of the south-east corner thereof, which line shall be so drawn as to cut the south line of said lot forty-three (43) at a point thirty-five (35) feet west of the south-east corner of said lot forty-three (43) and will cut the south line of said lot forty-two (42) at a point twelve (12) feet west of the south-east corner thereof. Also the whole of Park Avenue as platted through said subdivision, to the west line thereof."

Parcel No. 2

"The west one-third (W.1/3) of three (3) acres of land conveyed by Peter Martineau and wife, to Henry E. Bonstell, which three (3) acres was taken from the south part of the north twenty (N.20) acres of Lot numbered three (3) of Section numbered fifteen (15) in Township numbered seven (7) north, of range numbered twenty-two (22) east, by a line running parallel with the north line of said north twenty (N.20) acres of Lot three (3) as aforesaid, said Lot numbered three (3) containing (according to the United States Government survey) thirty-one and fifty hundredths (31.50) acres, situated, lying and being in the Eighteenth (18th) Ward of the City of Milwaukee."

Parcel No. 3

"A piece of land described as beginning at a point twelve hundred eighty-five (1285) feet east of the south-east corner of the north-west quarter (N.W.1/4) of Section fifteen (15) in Township seven (7) north, Range twenty-two (22) east, in the Eighteenth (18th) Ward of the City of Milwaukee, in a line drawn east from said south-east corner; running thence north two hundred five (205) feet to a point; thence east three hundred nineteen (319) feet to a point; thence south two hundred five (205) feet to a point; and thence west three hundred nineteen (319) feet to the place of beginning; containing one and one-half (1 1/2) acres and fifty-five (55) square feet of land."

Parcel No. 4

"Beginning at a point in the south boundary line of Lot two (2) in Section fifteen (15) Town seven (7) north, Range twenty-two (22) east, sixteen hundred four (1604) feet east of the south-east corner of the north-west quarter (N.W.1/4) of said Section fifteen (15); running thence east along the south boundary line of said Lot two (2) ten hundred seventy-six (1076) feet to the shore of Lake Michigan; thence northeasterly along the shore of Lake Michigan to the north line of said Lot two (2); thence west along said north line of Lot two (2) fourteen hundred and thirty-two (1432) feet to a point in the center of Lake Avenue turnpike, commonly called

The Whitefish Bay Road; thence along the center line of said road, south eleven degrees and fifty-one minutes west (S.11° 51' W.) eleven hundred sixty-two and seventy-eight hundredths (1162.78) feet to a point in the west one-half (W.½) of the north-east quarter (N.E.¼) of said section fifteen (15) which is two hundred five (205) feet north of the south boundary line of the west one-half (W.½) of the north-east quarter (N.E.¼) of said section fifteen (15) said point being in the north line of a parcel of land conveyed to Thomas Brockway by deed of Peter Martineau and wife, which deed is recorded in Volume 70 of Deeds on Page 382, as the same is corrected by deed of said Brockway and wife to Warrick Price, which is recorded in volume 75 of deeds on page 57 running from said last named point east three hundred fifteen (315) feet to the north-east corner of said land conveyed to Brockway; and thence south two hundred five (205) feet to the point of beginning, being the south-east corner of the land conveyed to Brockway, containing forty-two and twenty-nine hundredths (42.29) acres, more or less, and also a part of Lot three (3) in said section fifteen (15) which is bounded and described as follows:

"Beginning at the north-west corner of said lot three (3); running thence south along the west line of said lot three (3) five hundred fifty-seven and four hundredths (557.04) feet to a point where said west line would be intersected by the north line of the United States Light House property produced; thence east along said north line produced, and said north line and parallel with the north line of said lot three (3) twelve hundred thirty-eight (1238) feet to the shore of Lake Michigan; thence northeasterly along the shore of said Lake Michigan to the north line of said lot three (3) and thence along said north line west thirteen hundred sixty (1360) feet to the place of beginning, being the piece of land commonly described as the north seventeen (N.17) acres of lot three (3) aforesaid and containing sixteen and seventy hundredths (16.70) acres of the same more or less, all of said land being now in the Eighteenth Ward of the City of Milwaukee, and being conveyed to be improved and used as part of a public park and for no other purpose."

Parcel No. 5

"All that part of lot numbered eighteen (18) in Block numbered two (2) in Lockwood's Addition in the Eighteenth (18th) Ward of the City of Milwaukee, bounded and described as follows, to-wit:

"Commencing at a point in the west line of lot numbered three (3) in Section numbered fifteen (15), Township numbered seven (7) north, Range numbered twenty-two (22) east, six hundred seventy and fifty-six hundredths (670.56) feet south of the north-west corner thereof; running thence northwesterly on a line at right angles to the south-easterly line of Terrace Avenue, to a point in said southeasterly line of Terrace Avenue; thence north-easterly along said south-easterly line to a point in the west line of said lot numbered three (3) in section numbered fifteen (15); thence south along said west line of lot numbered three (3) to the point of commencement;

"Also all that part of lot numbered three (3) in section numbered fifteen (15) in Township numbered seven (7) north, of Range Twenty-two (22) east, bounded by a line commencing at a point in the west line of said lot numbered three (3) twelve (12) chains and six (6) links south of the north-west corner of said lot numbered three (3); running thence south seven (7) chains and ninety-four (94) links to the south-west corner of said lot three (3); thence east to Lake Michigan; thence northerly along the shore of Lake Michigan to a point which is twelve (12) chains and six (6) links south of the north line of said lot numbered three (3) thence west sixteen (16) chains and fifty-six (56) links to the place of beginning;

"And also all that part of the above described Lot numbered three (3) which lies north of the parcel last above described and south of the south line of the north twenty (20) acres of said lot numbered three (3) the intention being to convey all of said lot numbered three (3) south of the south line of the north twenty (20) acres thereof, as the same was on the 18th day of December in the year Eighteen Hundred Forty-six (1846) Excepting, however, from said premises above described, all that part of said lot numbered three (3) which is bounded and described as follows, to-wit:

"Commencing at a point in the west line of said lot, six hundred seventy and fifty-six hundredths (670.56) feet south of the north-west corner thereof; running thence south-easterly at right angles to the southeasterly line of Terrace Avenue, Twenty-one and thirty hundredths (21.30) feet to a point; thence south-easterly seventy-two and fifty-seven hundredths (72.57) feet on a curve, whose radius is seventy-five (75) feet, to a point which is fifty (50) feet east of the west line of said lot numbered three (3); thence south on a line parallel to the west line of said lot numbered three (3) to a point which is twenty-three and thirty-two hundredths (23.32) feet north of where said line would intersect the northwesterly line of Park Avenue extended; thence southwesterly forty-five and twenty-two hundredths (45.22) feet on a curve, whose radius is seventy-five (75) feet, to a point in the northwesterly line of Park Avenue extended; thence southwesterly along said northwesterly line of Park Avenue extended forty-seven and eighty hundredths (47.80) feet to a point where south-westerly line of lot numbered seventeen (17) in Block numbered two (2) in Lockwood's Addition extended would intersect the same; thence northwesterly along said south-westerly line of said lot numbered seventeen (17) in Block numbered (2) extended, eleven and forty-nine hundredths (11.49) feet to a point in the west line of said lot numbered three (3); thence north along said west line of lot numbered three (3) to the point of commencement."

Parcel No. 6

"All and every part of Lot numbered Three (3) in Section numbered Fifteen (15), Township numbered Seven (7) north of Range numbered Twenty-two (22) East, in the Eighteenth (18th) Ward, formerly the First (1st) of the City of Milwaukee."

Parcel No. 7

"That part of the south-west one-quarter (S.W.¼) of Section numbered fifteen (15), Township seven (7) north of Range twenty-two (22) East, in the eighteenth (18th) Ward, of the City of Milwaukee, bounded and described as follows, to-wit:

"Commencing at the south-east corner of said quarter section; thence running west along the south line of said section to its point of intersection with the easterly or south-easterly line of Terrace Avenue extended, thence northeasterly along said easterly by south-easterly line of said Terrace Avenue extended to its point of intersection with the east line of said quarter section; thence south along said east line of said quarter section to the point of commencement."

Parcel No. 8

"The north one-half (N.½) of Lot numbered one (1) Section numbered fifteen (15), Town seven (7) north, Range twenty-two (22) east, in the Eighteenth, formerly the First Ward of the City of Milwaukee, except that

part of the above described premises lying west of the Lake Shore or Green Bay Road, leading to Port Washington."

Parcel No. 9

"The South Half (S. 1/2) of Lot one (1) in Section Fifteen (15), Town Seven (7) north, of Range Twenty-two (22) East, in the Eighteenth (18th) Ward of the City of Milwaukee, except that part of the above described premises lying west of the Lake Shore on Green Bay Road, leading to Port Washington."

Parcel No. 10.

"The South one-half (S. 1/2) of Lot numbered One (1) of the north-east one-quarter (N.E. 1/4) of Section numbered Fifteen (15) Township numbered Seven (7) north, of Range numbered Twenty-two (22) east, in the Eighteenth (18th) Ward of the City of Milwaukee, except that part lying west of Lake Avenue."

TOGETHER with all the improvements and appurtenances now situated thereon, including, without restriction because of enumeration, roadways, buildings, playground equipment and landscape platting,

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

The above described premises are sold and conveyed upon the further express condition that such premises shall be used for such purpose as municipal public park grounds are generally used, and upon further condition that the party of the second part will maintain said premises forever for such purposes and will never alien or convey said lands to any private person or to any municipal corporation, provided that in the event that the City and County of Milwaukee shall at some future time be consolidated, the happening of said event shall in no event be considered a breach of the last above mentioned condition.

The above described premises are sold and conveyed upon the further express condition that the County will operate and maintain said lands and improvements forever as a public park without expense to the City of Milwaukee.

The above described premises are sold and conveyed upon the further express condition that said park shall be subject to such sewer, water, gas, electrical and such other easements as exist at the present time and subject to such other easements which shall be necessary for the continued operation, maintenance and extension of other municipal functions of the party of the first part, and structures and facilities therefor, as presently exist upon and under said lands, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, together with the right of the party of the first part to enter upon said premises to maintain said easements; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

This deed is further given subject to all the conditions, restrictions, options and exceptions included in the duly recorded deeds and transfers which have conveyed the parcels of land now constituting said Lake Park, said conditions, restrictions, options, and exceptions to be construed as running with the land. This deed is further given subject to any right that The Milwaukee Electric Railway & Light Company may have in and to the car depot and station located in Lake Park at the end of E. Locust Street. Provided, however, that in the event the said County of Milwaukee shall cease to use or operate said lands for park purposes or shall fail, refuse or neglect to comply with any or all of the conditions herein expressed or referred to, the lands herein described shall revert to the City of Milwaukee.

It is the intention of this deed to convey to the County of Milwaukee and its successors in interest, all the lands and the hereditaments and appurtenances thereunto appertaining included within the limits of that certain area commonly known and referred to as Lake Park as the same existed at the date of this instrument.

This conveyance shall be effective January 1, 1937, and the grantee shall have possession on that date.

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors in interest FOREVER.

AND THE SAID City of Milwaukee, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever (except such restrictions and conditions as may be contained in the conveyance or transfers to it), and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors in interest (subject to said restrictions and conditions,) against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

IN WITNESS WHEREOF, the said City of Milwaukee, party of the first part, has caused these presents to be signed by Daniel W. Hoan, its Mayor, Egie J. Gut, its City Clerk, and countersigned by W. H. Wendt, its Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this 12th day of November, A. D. 1936.

Signed and sealed in presence of:

A. S. Dembny
Madge E. Mathe

Imp.
Corp.
Seal

CITY OF MILWAUKEE
Daniel W. Hoan Mayor
Egie J. Gut, City Clerk
Countersigned:
W. H. Wendt City Comptroller

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss

Personally came before me this 12th day of November, 1936, Daniel W. Hoan, Mayor, Egie J. Gut, City Clerk, and W. H. Wendt, City Comptroller of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor, City Clerk and City Comptroller of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority (and pursuant to Resolution File No. 59841, adopted by the Common Council of said city on the 15th day of October, 1936.)

Recorded Dec. 4, 1936 }
at 10:50 o'clock A. M. }
Edmund T. Czaskos-Register #2111057

Imp.
Notary
Seal

Madge E. Mathe, Notary Public,
Milwaukee County, Wisconsin.
My commission expires Oct. 27, 1940.

Vertical handwritten note:
This instrument is hereby approved as to form and substance this 1st day of December, 1936
C. Standley, County Recorder District Attorney