

RIGHT OF WAY ACQUIRED

For

Div. Job No. 3390
De Pere Bridge
(Release of Damages)

SKETCH SHOWING
SCHOOL PROPERTY REQUIRED
FOR
DE PERE BRIDGE

NO NAME STREET
VACATED APRIL 6, 1922

Easement Line - 7

RIVER

TELE.
CABLE

FOX

LOT 5

LOT 6

10' WILLOWS

3.02-10' N

SCALE - 0' 10' 20' - FEET

5

CONC. J

CONC. WALK

PROPOSED SIDEWALK
PROPOSED CURB

6' CONC WALK

106.2'

6" CURB

R.O.W. LINE
33° CURVE

M.H.

31° CURVE
PROPOSED
6" CURB

POLE

P.I. = 4+00

M.H.

THIRD STREET

MAIN AVE.

M.H.

106.2'

6" CURB

6" CONC. WALK

EX-110
11/24

CONVEYANCE OF LANDS FOR STREET PURPOSES

It having been deemed necessary, for the proper improvement of Main Avenue and Third Street in the City of De Pere, Brown County, State Of Wisconsin to change or relocate a portion thereof through lands owned by De Pere School District No.2 and (his)(their) wi_____ hereafter known as "The Party of the First Part", and the City of De Pere, State of Wisconsin, "Party of the Second Part."

KNOW ALL MEN BY THESE PRESENTS, That the said owner____, for a valuable consideration, to-wit: the sum of One Dollar (\$1.00) and other valuable considerations as hereinafter specified in hand paid the receipt of which is hereby acknowledged_____

do_____ hereby grant and convey to the City of De Pere, State of Wisconsin for Street purposes as long as so used, the lands of said owner____ necessary for said relocation, and situated in the City of De Pere, State of Wisconsin, to wit:

Part in Lot 6, Block 7 of the Original Plat of West De Pere and part in the parcel of land being a no name street vacated April 6, 1922 lying between the north line of lot 6, 5, and 4 of Block 7 of the original Plat of West De Pere and the south line of present Main Avenue as it existed January 1, 1931, and described as follows:

A parcel of land lying between the east line of Third Street and the said south line of present Main Avenue, and a 33 degree curve beginning from a point on the east curb line of said Third Street a distance of 106.2 feet south of the curb line intersection of of said Third Street and Main Avenue and extending northeasterly to a point on the south curb line of said present Main Avenue a distance of 106.2 feet east of the said curb line intersection of Third Street and Main Avenue!

As a further consideration, the Party of the First Part hereby grants unto the party of the Second Part a temporary right, privilege and easement to construct, maintain and use for street purposes, until such a time as a new bridge and its approaches can be constructed over the Fox River, accepted by the proper authorities and opened for public traffic, the following described property in the City of De Pere, State of Wisconsin, To Wit:

Part in the Lot 6, Block 7 of the Original Plat of West De Pere and part in the parcel of land being a no name street vacated April 6, 1922 lying between the north line of Lot 6, 5, and 4 of Block 7 of the Original Plat of West De Pere and the south line of present Main Avenue as it existed January 1, 1931 and described

as follows:

A strip of land 25 feet in width lying between and 25 feet south of and parallel to the said south line of present Main Avenue and extending from the west shore line of the Fox River to the east line of Third Street.

In consideration of the agreements herein contained and upon completion of the construction of the new bridge and its approaches, the party of the second part at its own expense, will do any excavating, filling, leveling, or shaping required on the above described property abutting the street lines to presentably and acceptably conform to the new bridge approach and caused by changing the present street layout and the attendant construction operations. The party of the second part further agrees to make full restoration to its original condition and to the reasonable satisfaction of the school board all property within the above described limits used by the public for vehicular or pedestrian traffic or by the contractor, state or city, or its agents; said restoration to include the proper care and replacement of shrubbery, the re-sodding or re-seeding of the lawn, the reconstruction of sidewalks and curb and gutter where necessary as a replacement, the erection of a temporary fence to prevent encroachment on abutting school property not herein released by easement, by vehicular or pedestrian traffic and all to the reasonable satisfaction of the school board.

WITNESS the hand and seal of the grantor and the person _____ joining in and consenting to this conveyance, this 14 day of Dec, 1931.

In presence of

Howard C. Lewis
J.B. Payde

(SEAL)

(SEAL)

James Hughes (SEAL)
Richard H. Pupiper, Director (SEAL)
Lauritz Olsen (SEAL)

State of Wisconsin)
Brown County } ss

Personally came before me this 14 day of Dec, 1931, the above named James Hughes, Richard H. Pupiper, Lauritz Olsen to me known to be the persons who signed the foregoing instrument and acknowledged the same.
My Commission expires _____

NOTARY PUBLIC,
BROWN COUNTY, WIS.
My Commission Expires 12/20/31

Notary Public

RELEASE OF DAMAGES

This agreement made this 23rd day of Sept. A. D. 1931 by and between Frank Schwartz and his wife hereafter known as the "Party of the first part" and the City of DePere, Wis. "Party of the second part."

WITNESSETH:- That in consideration of mutual agreements herein contained, the party of the first part hereby agrees to release said party of the second part and the State of Wisconsin from all claims and damages of any kind and nature to the lands hereafter described arising from or growing out of the construction, reconstruction, maintenance, depression, or elevation of a new highway above or below the present ground elevation which may occur as a part of the construction maintenance or reconstruction of W. H. C. Division Job No. 1100, being a bridge and Highway-Railroad separation structure and approaches over the Fox River and the Chicago Milwaukee, St. Paul and Pacific Railroad in the City of De Pere State of Wisconsin, to wit:-

All of Lot 1, Block 15 of the original plat of the City of De Pere.

Note Settlement passed on a distance of 35 feet clear from present building to south edge of new structure except place at Broadway intersection where a minimum of 15 foot clear roadway is to be maintained for traffic.

The said party of the second part hereby agrees to pay for the lands so released as follows.

Twenty Two Hundred and no/100 (2200.00) dollars. Payable on authorization of the construction of the Fox River Bridge by the Wisconsin Highway Commission on or before the 1st day of January 1932. In addition the Wisconsin Highway Commission is to reconstruct the existing sidewalk along said property to conform with the changes necessary in the bridge.

ment. *pr* or before Jan 1st 1932

This agreement shall be binding on the said party of the first part, their heirs, executors, assigns, and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the party of the first part arising through or by reason of the releasing of the said lands.


And *[Signature]*, being the owner and holder of a certain *[Blank Line]* lot in against the above described premises, does hereby join in and consent to the foregoing agreement.

IN WITNESS WHEREOF the party of the first part has here-
unto set his hand and seal the day and year first above written.

Frank Schumert (SEAL)

Ernest Schumert (SEAL)

(SEAL)

Signed, sealed and delivered in
presence of: 

presence of:

J. W. Lange
J. S. Schumert

STATE OF WISCONSIN

COUNTY OF Green 88

COUNTY OF Crow

Personally came before me this 24 day of Sept
1937 Frank Schumacher, Emma Schumacher, to me known to be the
persons who executed the foregoing instrument and acknowledged the
same.

Notary Public, Jefferson County, Wisconsin.

My commission expires _____

My Commission Expires March 2, 1984

RELEASE OF DAMAGES

This agreement made this 22nd day of Sept A. D. 1931 by and between Frank Schamerth and his wife fe hereafter known as the "Party of the first part" and the City of De Pere, Wis. "Party of the second part."

WITNESSETH: That in consideration of mutual agreements herein contained, the party of the first part hereby agrees to release said party of the second part and the State of Wisconsin from all claims and damages of any kind and nature to the lands hereafter described arising from or growing out of the construction, reconstruction, maintenance, depression, or elevation of a new highway above of below the present ground elevation which may occur as a part of the construction, maintenance or reconstruction of W. H. C. Division Job No. 3390, being a bridge and Highway-Railroad separation structure and approaches over the Fox River and the Chicago Milwaukee, St. Paul and Pacific Railroad in the City of De Pere State of Wisconsin, to wit:-

All of Lot 1, Block 15 of the original plat of the City of De Pere.

Note Settlement based on a distance of 3 feet clear from present building to south edge of new structure except place of intersection with Broadway where a minimum of 15 feet of clear roadway is to be maintained for traffic.

The said party of the second part hereby agrees to pay for the lands so released as follows:

Twenty Two Hundred and no/100 (2200⁰⁰) dollars Payable on authorization of the construction of the Fox River Bridge by the Wisconsin Highway Commission on or before the 1st day of January 1932. In addition the Wisconsin Highway Commission is to reconstruct the ~~existing~~ sidewalk along said property to conform with the changes necessary in the garage

RELEASE OF DAMAGES

This indenture made this 20th day of August A.D. 1922, by and between Mrs. Annie Wolske and M. Agnes Wolske hereafter known as the "Parties of the first part" and the State of Wisconsin, "Party of the second part."

That the parties of the first part, for and in consideration of the sum of Two Thousand Dollars (\$2,000.00) to be paid in hand by the party of the second part receipt of which is hereby acknowledged, ~~agree~~ to release said party of the second part, Brown County, the City of De Pere, the Town of Allouez and the Chicago, Milwaukee, St. Paul and Pacific Railway Co. from all claims and damages of any kind and nature to the lands hereafter described arising from or growing out of the construction, reconstruction, maintenance, depression, or elevation of a new highway above or below the present ground elevation which may occur as a part of the construction, maintenance or reconstruction of W. H. C. Special Bridge No. 60, being a bridge and Highway-Railroad separation structure and approaches over the Fox River and the Chicago, Milwaukee, St. Paul and Pacific Railway main line in the City of De Pere, County of Brown, State of Wisconsin, to-wit:

Lot 12, Block 15, Original Plat of City of De Pere.

It is expressly understood that the amount tendered and received with this release is in the sum of \$1,500.00 and that the balance of \$500.00 was previously paid with the award of damages issued by the Wisconsin Highway Commission under date of April 8th, 1932 receipt of which is hereby acknowledged.

This agreement shall be binding on the said party of the first part, their heirs, executors, assigns, and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the party of the first part arising through or by reason of the releasing of the said lands.

And none, being the owner and holder of a certain none lein against the above described premises, does hereby join in and consent to the foregoing agreement.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal the day and year first above written.

_____(SEAL)
_____(SEAL)
_____(SEAL)

Signed, sealed and delivered in presence of:

Frederick J. Smith
James Van Dusen

STATE OF WISCONSIN

COUNTY OF Brown } ss

Personally came before me this 20th day of August 1932, *Mrs Anna Wolke sometimes written Anna Wolke* and *Mrs Agnes Wolke*, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Frederick J. Smith

NOTARY PUBLIC, Brown County, Wisconsin.

My commission expires _____

My Commission expires April 29, 1935