

This series of title documents explains the changes in the dock property from the Teweles & Brandeis era to the Parcel 92 (dashed red outline) for which OHWM is being determined.

- p.2: In 1914, the City of Sturgeon Bay and Brandeis agreed to a partial dock description, but it did not include the length of the dock.
- p. 3: In December 1944, following the February 1944 fire that destroyed the large U-shaped warehouse at the end of the dock and the surface planking (the stone and steel cribs would have remained as artificial fill) - Brandeis, presumably realizing the dock was not defined, came to an agreement with the City that the dock was 395 feet long on its long southeast face.
- p.4-7: 1953 transfer from Brandeis to Door County Co-op. Legal description in brown above.
- p.8-9: 1956 Quitclaim, City to Door County Co-op, 40 feet wide.
- p.10: 1964 Quitclaim, City to Door County Co-op, 40 feet wide. Area still under water in 1963.
- p.11-12: 1964 Quitclaim, Door County Co-op to City, end of dock. Includes Right of First Refusal to City for Door County Co-op Dock.
- p.13 1974 Quitclaim, City to Door County Co-op, “old west side fire station”, the old little fire dock.
- p.14-16: 2007 Termination of Right of First Refusal from City for Door County Co-op Dock.

In presence of.

Arthur Teweles

Isidore Brandeis

W. E. Marshall City Clerk

Joseph Wolter Mayor

WHEREAS, Teweles & Brandeis, and the city of Sturgeon Bay have arbitrated their differences regarding the boundary line between Maple Avenue, and the Teweles & Brandeis property in the fourth ward of the city of Sturgeon Bay, East of Union Street.

AND WHEREAS, it was agreed that the North boundary line of Maple Avenue, East of Union Street, in the fourth ward of the city of Sturgeon Bay, and the south boundary line of the Teweles & Brandeis property should be a line, described as follows: Starting at the north-east corner of the Peterson & Hoslett store, in the fourth ward of the City of Sturgeon Bay, said north-east corner being also the southeast corner of the intersection of Maple Avenue, and Union Street, in said fourth ward, thence running along the north side of Maple Ave. to a point four hundred (400) feet east of the starting point, thence north-east at an angle of one hundred and twenty-three (123) degrees, fifty-two (52) minutes, with Maple Avenue, to the south-east corner of the present Teweles & Brandeis dock,

NOW THEREFORE, be it resolved, that the Mayor and the City Clerk enter into an agreement with Teweles & Brandeis, fixing said line as the boundary between said property.

STATE OF WISCONSIN)
DOOR COUNTY) SS.

I, W. E. MARSHALL, Clerk of the City of Sturgeon Bay, hereby certify that on the 8th day of April, 1914, at a meeting of the city Council, duly called, at which all the members of the council were present, the above and foregoing resolution was proposed by Wm. R. Giggins a member, of said council, and was unanimously adopted, Apr. 20, 1914.

IN WITNESS WHEREOF, I have hereunto placed my hand and affixed the official seal of the City of Sturgeon Bay.

{ City of Sturgeon }
{ Bay Seal }

W. E. Marshall

Received for record the 23rd day of
July A.D. 1927 at 9:15 o'clock A.M.

Bert Carmody Register,

p.2: In 1914, the City of Sturgeon Bay and Brandeis agreed to a partial dock description, but it did not include the length of the dock.

City of Sturgeon Bay)
-To-)
Stanley Brandeis)

AGREEMENT

No.
243965

THIS INDENTURE, made and entered into this 21st day of November, 1944, by and between the city of Sturgeon Bay, Door County, Wisconsin, a municipal corporation, party of the first part, and Stanley Brandeis, an individual doing business in said city of Sturgeon Bay, party of the second part;

WITNESSETH:

THAT WHEREAS, on April 8, 1914, an agreement was entered into by and between the city of Sturgeon Bay and Arthur Teweles and Isidore Brandeis, co-partners doing business under the firm name of Teweles and Brandeis, for the purpose of establishing the boundary line between the North line of Maple Avenue (now East Maple St.) East of Union Street (now Madison Ave), in the Fourth Ward of the city of Sturgeon Bay, and the South line of the property of said Teweles and Brandeis, which agreement was recorded July 23, 1927, in Volume 10 of Miscellaneous, Door County records on page 538;

AND WHEREAS, the description of said boundary line, as contained in said agreement dated April 8, 1914, does not clearly define the starting point making the boundary line itself indefinite,

498

NOW THEREFORE, it is hereby mutually agreed by and between the parties hereto, that the boundary line shall be as described herewith;

"Starting at an iron pin marking the intersection of the Westerly line of Madison Avenue with the Northerly line of Maple Street, thence East, along the North line of East Maple Street extended, a distance of four-hundred and sixty (460) feet to a point, thence in a Northeasterly direction, along a straight line making an angle of one-hundred twenty-three degrees and fifty-two minutes (123°-52') with the said North line of East Maple Street, to the end of the existing Brandeis dock, a distance of 395 feet, more or less.

IT IS FURTHER AGREED, that all right, title and interest in the land and riparian rights, lying immediately Southeast of the said described boundary line, shall rest in the party of the first part, and that all right, title and interest in the land, dock and riparian rights, lying immediately Northwest of said described boundary line, shall rest in the party of the second part, insofar as the claims of either party against the other may be concerned.

And the covenants herein contained shall bind the parties mutually, and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate this 11th day of December, 1944.

In Presence of:

Cecelia Miller

Dorothy Chisholm

D. C. Pisha

CITY OF STURGEON BAY

By D. W. Reynolds
D. W. Reynolds, Mayor

E. S. Ackerman
E. S. Ackerman, City Clerk

Stanley Brandeis
Stanley Brandeis, individual.

STATE OF WISCONSIN)
COUNTY OF DOOR) SS.

Personally came before me this 11th day of December, 1944, the above named D. W. Reynolds, Mayor, and E. S. Ackerman, City Clerk, City of Sturgeon Bay, Wisconsin, and Stanley Brandeis, an individual, all known to me to be the persons who executed the foregoing instrument.

(NOTARY SEAL)

D. C. Pisha
Notary Public, Door County, Wis.
My Commission Expires July 6, 1947.

Received for record the 12 day of
Dec. A.D., 1944 at 10:10 o'clock A.M.

Ralph J. Alexander Register

John P. Tronson Deputy

- p. 3: In December 1944, following the February 1944 fire that destroyed the large U-shaped warehouse at the end of the dock and the surface planking (the stone and steel cribs would have remained as artificial fill) - Brandeis, presumably realizing the dock was not defined, came to an agreement w/ the City that the dock was 395 ft long on its long southeast face. 3

277663

WARRANTY DEED

THIS INDENTURE, Made this 9th day of June, A.D. 1953, between Stanley Brandeis and Lucile Brandeis, his wife, the said Lucile Brandeis at times spells her given name as Lucille, parties of the first part, and Door County Cooperative, a corporation, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other good and 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, its heirs and assigns forever, the following described real estate, situated in the County of Door and State of Wisconsin, to-wit:

A tract of land in Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) in Block Eight (8) of the Plat of Bay View in the City of Sturgeon Bay and parcels more particularly described as follows: Commencing at the Southwest corner of Lot 2 Block 8 of the Plat of Bay View, thence West along the South line of Block 8, which line is also the North line of East Maple Street, to a point on the South line of Lot 6 Block 8 which marks the intersection of said South line with the Easterly line of the double track Ahnapee and Western Railway right-of-way; thence Northwesterly along said Ahnapee and Western right of way to a point which is One Hundred Seventy-seven (177) feet North of the South line of said Block 8; thence East parallel with the South line of said Block 8 One Hundred Thirty-seven and 5/10 (137.5) feet to an iron pin on the Westerly side of a single track Ahnapee and Western spur track; thence North 45° 30' East along the Westerly side of said spur track Three Hundred Fourteen (314) feet; thence Southeasterly One Hundred Thirty-eight (138) feet more or less to the dock piling at the end of the Brandeis Dock; thence South 33° 52' West along the Southeasterly side of said Brandeis Dock and its continuation Three Hundred Ninety-five (395) feet to the Southwest corner



of Lot 2 Block 8 of Plat of Bay View, the point of beginning. Including Riparian Rights Incidental thereto. Excepting from the above described real property an easement to the Wisconsin Telephone Company recorded in Volume 86 of Deeds, page 365, and an easement to the City of Sturgeon Bay recorded in Volume 18 of Miscellaneous, page 321, both of the aforesaid instruments being recorded in the office of the Register of Deeds for Door County, Wisconsin.

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 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 heirs and assigns FOREVER.

AND THE SAID Stanley Brandeis and Lucile Brandeis, his wife, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensembling 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 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 this 9th day of June A.D., 1953.

SIGNED AND SEALED IN PRESENCE OF:

Dorothy Felhofer
Dorothy Felhofer

Stanley Brandeis (SEAL)
Stanley Brandeis

Robert B. Schoenbrunn
Robert B. Schoenbrunn

Lucile Brandeis (SEAL)
Lucile Brandeis

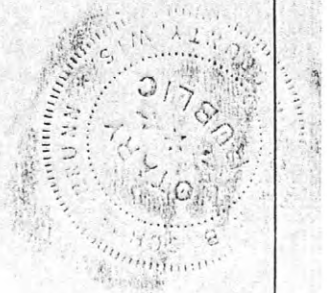
STATE OF WISCONSIN)
(SS.
DOOR COUNTY)

Personally came before me, this 9th day of June, A.D., 1953, the above named Stanley Brandeis and Lucile Brandeis, his wife to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Robert B. Schoenbrunn
Robert B. Schoenbrunn

Notary Public, Door County, Wisconsin

My commission expires June 20, A.D., 1954



Stanley Brandeis
wife

to

Over Count Signature

Warrant Seal.

REGISTERS OFFICE } ss.
DEON COUNTY, WIS.

Received for Record this 26 day

of August A. D. 1933 at 4:10

o'clock P. M. and recorded in Vol. 91

of _____ Page 436

By _____ Register

Deputy

Tract Indexed

64.90
pd

64⁹⁰ Stamp

2.45
pd

AS.

VOL 108 PAGE 206

THIS INDENTURE, Made this 5th day of December, A.D., 1956 between City of Sturgeon Bay, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Door County, Wisconsin, party of the first part, and Door County Co-operative, a Wisconsin corporation party of the second part.

WITNESSETH That the said party of the first part for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has give, 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, and to its successors and assigns forever, the following described real estate, situated in the County of Door and State of Wisconsin, to-wit:

A tract of land partly in Lots 1 & 2, Block 8, Bay View Plat, and partly in Subdivision 76, City of Sturgeon Bay, Door County, Wisconsin, more particularly described as follows:

Starting at the point where the East side of Neenah Ave. intersects the North line of Maple Ave., thence proceeding West along the North line of Maple Ave. 160 feet to the Southwest corner of Lot 2, Block 8, Bay View Plat; thence N 33°-52' E, 82 feet to the point of beginning; thence S 56°-08' E, 40 feet; thence N 33°-52' E, 90 feet; thence N 56°-08' W, 40 feet; thence S 33°-52' W, 90 feet to the point of beginning.

TO HAVE AND TO HOLD the same, together with all and singular 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 party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said City of Sturgeon Bay, party of

the first part, has caused these presents to be signed by S.R. Greene, its Mayor and countersigned by E.S. Ackerman, its Clerk at the City of Sturgeon Bay, Wisconsin, and its corporate seal to be hereunto affixed, this 5th day of December, 1956.

Signed In Presence Of

CITY OF STURGEON BAY

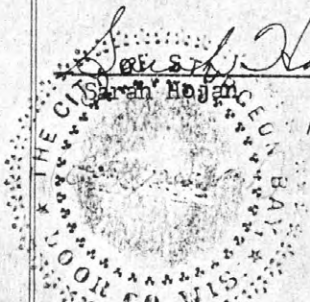
Cecelia Miller
Cecelia Miller

S.R. Greene
S.R. Greene, Mayor

John Hagan
John Hagan

Countersigned:

E.S. Ackerman
E.S. Ackerman, Clerk



STATE OF WISCONSIN)
DOOR COUNTY) SS.

Personally came before me, this 20th day of December, 1956, S.R. Greene, Mayor and E.S. Ackerman, Clerk of the said City of Sturgeon Bay, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and Clerk of said City and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, and by its authority.

Herman Leasum
Herman Leasum

Notary Public, Door County, Wis.

My Commission Expires: 8/7/60



REGISTER'S OFFICE)
DOOR COUNTY, WIS.) ss.

Received for Record the 24 day
of Jan: A. D., 1957 at 9:30
o'clock P. M., and recorded in Vol. 108
of Books Page 206

By Ralph Leasum Register
By _____ Deputy

2.25
pd

THIS INDENTURE, made by the City of Sturgeon Bay, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin Grantor of Door County, Wisconsin, hereby quit claims to Door County Cooperative, a Corporation duly organized and existing under and by the virtue of the laws of the State of Wisconsin Grantee, of Door County, Wisconsin, for the sum of One Dollar (\$1.00) and other valuable considerations the following tract of land in Door County, State of Wisconsin:

A tract of land in Lots 1 and 2, Block 8, Bay View Plat, City of Sturgeon Bay, Door County, Wisconsin, more particularly described as follows:

Starting at the point where the East line of Neenah Avenue intersects the North line of Maple Avenue; thence proceeding West along the North line of Maple Avenue 160 feet to the Southwest corner of Lot 2, Block 8, Bay View Plat; thence North 33° 52' East 172.0 feet to the point of beginning; thence continue North 33° 52' East 180.0 feet; thence South 47° 18' East 40.5 feet along a line which is parallel to and approximately 75 feet Southwesterly of the proposed shore and dock line; thence South 33° 52' West to a point which is South 56° 08' East 40.0 feet from the point of beginning, thence North 56° 08' West 40.0 feet to the point of beginning.

IN WITNESS WHEREOF, the said City of Sturgeon Bay, party of the first part, has caused these presents to be signed by Frank J. Tachovsky, its Mayor and countersigned by Mrs. Josephine Smylie, its Clerk, at Sturgeon Bay, Door County, Wisconsin, and its corporate seal to be hereto affixed, this 3rd day of February, A.D., 1964.

City of Sturgeon Bay

By Frank J. Tachovsky (SEAL)
Frank J. Tachovsky, Mayor
Countersigned

By Josephine Smylie (SEAL)
(Mrs.) Josephine Smylie, Clerk

Signed and Sealed in the presence of:

Ronald O. Berg
Ronald D. Berg

Sven V. Kirkegaard
Sven V. Kirkegaard

STATE OF WISCONSIN)
DOOR COUNTY) SS

Personally came before me this 3rd day of February, A.D., 1964 the above named Frank J. Tachovsky, Mayor, and Mrs. Josephine Smylie, Clerk of the above named Municipality to me known to be the persons who executed the foregoing instrument and acknowledged the same, and to me known to be the Mayor and Clerk of said Municipality, and acknowledged that they executed the foregoing instrument as such officers as of and for said Municipality, by its authority.

Received for record this 10th day of February, A. D. 1964 at 3:37 o'clock P. M.

Ronald O. Berg
Register of Deeds
This instrument was drafted by Herman J. Leasum.

Sven V. Kirkegaard
Sven V. Kirkegaard
Notary Public State of Wisconsin
Permanent Commission

2.25
PR

QUIT CLAIM DEED

318850

VOL 152 PAGE 89

THIS INDENTURE, made by Door County Cooperative, a Corporation duly organized and existing under and by the virtue of the laws of the State of Wisconsin Grantor, of Door County, Wisconsin, hereby quit claims to the City of Sturgeon Bay, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin Grantee, of Door County, Wisconsin, for the sum of One Dollar (\$1.00) and other valuable considerations the following tract of land in Door County, State of Wisconsin:

A tract of land in Lots 1,2,3,4,5,6 and 7, Block 8, Bay View Plat, City of Sturgeon Bay, Door County, Wisconsin, more particularly described as follows:

Starting at a point where the East line of Neenah Avenue intersects the North line of Maple Avenue, thence proceeding West along the North line of Maple Avenue 160 feet to the Southwest corner of Lot 2, Block 8, Bay View Plat; thence North 33° 52' East 352.0 feet to the point of beginning; thence North 47° 18' West along a line which is parallel to and approximately 75 feet Southwesterly of the proposed shore and dock line to the Northwesterly property line of the Door County Cooperative property as recorded in volume 91, Page 433, Door County Records, thence Northeasterly along the extension of the Northwesterly property line of the Door County Cooperative property as recorded in volume 91, Page 433, Door County Records, to the waters of Sturgeon Bay; thence Southeasterly along the waters of Sturgeon Bay to a point which is North 33° 52' East from the point of beginning; thence South 33° 52' West to the point of beginning, together with all riparian rights.

Whereas Grantor and Grantee are exchanging lands at this time, it is agreed and understood by the parties hereto that as a part of the consideration for such exchange:

1. Grantee herein agrees that it will not erect, or construct any buildings upon the parcel above described, nor will it bring or move such structures upon the land excepting with the consent of Grantor.

2. Grantor agrees that in the event it shall desire to sell all or any part of the premises owned by it as described at Volume 91 of Deeds, page 433 and Volume 108 of Deeds, page 206, it will give the Grantee herein the first opportunity to purchase at the same price, under the same terms and conditions as the same shall be offered to any other person, firm or corporation.

IN WITNESS WHEREOF, the said Door County Cooperative, party of the first part, has caused these presents to be signed by Waldo Krueger, its President and countersigned by George Franda, its Secretary, at Sturgeon Bay, Door County, Wisconsin, and its corporate seal to be hereunto affixed, this 3rd day of February, A. D., 1964.

Door County Cooperative

By Waldo Krueger (SEAL)
Waldo Krueger, President
Countersigned
By George Franda (SEAL)
George Franda, Secretary

SIGNED AND SEALED IN THE PRESENCE OF

Belle F. Tipler
Belle F. Tipler
Sven V. Kirkegaard
Sven V. Kirkegaard

STATE OF WISCONSIN)
DOOR COUNTY) SS

Personally came before me this 7th day of February,
A. D., 1964 the above named Waldo Krueger, President, and George Frnda,
Secretary of the above named Corporation to me known to be the persons
who executed the foregoing instrument and acknowledged the same, and to
me known to be such president and secretary of said Corporation, and
acknowledged that they executed the foregoing instrument as such officers
as a deed of said Corporation, by its authority.

Received for Record this 6th day of
February, A.D., 1964 at
9:55 o'clock A. M.

Ralph Alexander
Register of Deeds

Sven V. Kirkgaard
Sven V. Kirkgaard
Notary Public State of Wis.

Notary Public State of Wis.
My Commission is Permanent

This instrument was drafted by Herman J. Leasum.

2.00
1.20

2.20
Pd

378366

270 PAGE 564

FORM 888
THIS SPACE RESERVED FOR RECORDING DATA
378366

THIS INDENTURE Made this 29th day of NOVEMBER A. D., 19 74
between CITY OF STURGEON BAY, a municipal

REGISTER'S OFFICE
DOOR COUNTY, WIS.
Received for Record the 11th day
of Feb. A. D., 1974 at 2:30
o'clock P. M., and recorded in Vol. 270
of RECORDS, Page 564.
By _____ Dep. _____
Tract Indexed

Corporation duly organized and existing under and by virtue of the laws of the
State of Wisconsin, located at Sturgeon Bay,
Wisconsin, party of the first part, and
DOOR COUNTY COOPERATIVE

a Corporation duly organized and existing under and by virtue of the laws of the
State of Wisconsin, located at Sturgeon Bay, Wisconsin, party
of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the
sum of One Dollar (\$1.00) and other good and valuable consideration

RETURN TO
Door Co. COOP.
92 E. Maple, City
2.00
PA

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted,
bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell,
remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the fol-
lowing described real estate situated in the County of Door and State of Wisconsin, to-wit:

A tract of land in Lots One (1) and Two (2), Block Eight (8), Bay
View Plat, City of Sturgeon Bay, Door County, Wisconsin, more particularly
described as follows:

Commencing at an iron pin at the Northeast corner of the intersection
of the Easterly line of Neenah Avenue with the North line of Maple Street;
thence West along the North line of Maple Street 92.00 feet to the point of
beginning; thence North 13° 38' East 47.11 feet; thence North 56° 08' West
40.00 feet; thence South 33° 52' West 82.00 feet; thence East along the
North line of Maple Street 67.85 feet to the point of beginning.

Exempt by interpretation of case law.

Old West Side Fire Station

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

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.

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 City of Sturgeon Bay

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 enrolling 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,

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, it will
forever WARRANT and DEFEND.

In Witness Whereof, the said City of Sturgeon Bay

party of the first part, has caused these presents to be signed by Orville S. Austad, its Mayor, ~~xx~~
~~President~~, and countersigned by Paul C. Bellin, Clerk, ~~xx~~ at Sturgeon Bay,
Wisconsin, and its corporate seal to be hereunto affixed, this 29th day of NOVEMBER, A. D.,
19 74

CITY OF STURGEON BAY

SIGNED AND SEALED IN PRESENCE OF
John H. Taylor
Janet M. Worobec

Orville S. Austad, Mayor
COUNTERSIGNED:
Paul C. Bellin, Clerk

State of Wisconsin, }
Door County, } ss.

Personally came before me, this 29th day of NOVEMBER, A. D., 19 74
Orville S. Austad, Mayor, ~~President~~ and Paul C. Bellin, Clerk, ~~Secretary~~
of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me
known to be such ~~President~~ and ~~Secretary~~ of said Corporation, and acknowledged that they executed the foregoing instru-
ment as such officers as the deed of said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY
Sven V. Kirkegaard, City Atty.

Notary Public, Door County, Wisconsin
My commission (expires) (is) 2/22/79 STATE OF WISCONSIN

(Section 59.31 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantors, grantees, witnesses and notary. Section 59.313 similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

WARRANTY DEED Corporation to Corporation

FORM No. 888

Wisconsin Legal Blank Company
Milwaukee, Wis. (Job 29448)



**TERMINATION OF
RIGHT OF FIRST REFUSAL**

Recorded
JAN. 16, 2007 AT 03:49PM

CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI

Fee Amount Paid: \$15.00

Tract Indexed

Recording Area

Name and Return Address

Atty. Randall J. Nesbitt
Pinkert Law Firm LLP
P. O. Box 89
Sturgeon Bay, WI 54235

281-12-10080101
Parcel Identification Number (PIN)

The City of Sturgeon Bay, by its authorized representatives, hereby terminates its interest in the Right of First Refusal recorded at Volume 152, Page 89, Door County Records, as Document No. 318850 and dated February 3, 1964 subject to the terms herein. The Right of First Refusal affects the property described on Exhibit "A" attached hereto and made a part hereof.

The Right of First Refusal referred to above is terminated in its entirety for any sale occurring between the dates of November 7, 2006 and November 7, 2008. After November 7, 2008, if a sale of the property subject to the Right of First Refusal has not occurred during the period November 7, 2006 through November 7, 2008, then the Right of First Refusal shall continue to remain in existence. If the subject property has sold during that time period, then this Right of First Refusal is forever extinguished.

Dated this 9th day of January, 2007.


CITY OF STURGEON BAY

By: Dennis McIntosh
Dennis McIntosh, Mayor

By: Stephanie L. Reinhardt
Stephanie L. Reinhardt, Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF DOOR)

Personally came before me this 16th day of January, 2007 the above named Dennis McIntosh and Stephanie L. Reinhardt to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My Commission Expires: 9/20/09

This document drafted by:
Atty. Randall J. Nesbitt
Pinkert Law Firm LLP
454 Kentucky Street
P. O. Box 89
Sturgeon Bay, WI 54235
F:\Clients\S\Sturgeon Bay-City\Contracts&Agmts\right of first refusal 01-08-07.doc

**Exhibit A to
Termination of Right of First Refusal**

Being a part of Lot One (1), Block Nine (9), according to the recorded Plat of Harris First Addition and also a part of Lots One (1), Six (6) and Seven (7), Block Eight (8) of Bay View Plat, and all of Lots Two (2), Three (3), Four (4) and Five (5), Block Eight (8), of Bayview Plat, and part of Subdivision 76, all in the Northeast Quarter (NE 1/4), Section Seven (7), Township Twenty-seven (27) North, Range Twenty-six (26) East, in the City of Sturgeon Bay, Door County, Wisconsin, described as follows:

Commencing at the intersection point of the East line of Neenah Avenue and the North line of Maple Street; thence North 89 deg. 59 min. 38 sec. West, 91.92 feet along the North line of Maple Street to the point of beginning of lands to be described; thence North 13 deg. 34 min. 55 sec. East, 47.11 feet; thence North 33 deg. 52 min. 22 sec. East, 263.80 feet; thence North 47 deg. 16 min. 59 sec. West, 200.38 feet; thence South 42 deg. 16 min. 00 sec. West, 229.08 feet; thence South 40 deg. 01 min. 00 sec. West, 33.71 feet; thence South 32 deg. 53 min. 44 sec. West, 33.77 feet; thence West 92.01 feet; thence South 06 deg. 01 min. 06 sec. East, 178.01 feet to the North line of Maple Street; thence South 89 deg. 59 min. 38 sec. East, 256.57 feet along said North line to the point of beginning.

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