

Getting Command of the Real Estate Parcel: What Do You Own & What Can/Should You Do With It?

Presented by William T. Stuart and Adam J. Tutaj of Meissner Tierney Fisher and Nichols S.C. and Cheri Hipenbecker of Knight Barry Title Group

THE WEB



COUNTY RESOURCES

Example: Washington County

Washington County
Ascent Land Records Suite

Access Type: **Public** Choose Category: **Real estate property & tax** What do you want to do? **Assessments** Help ?

[Return to search results](#) [Property Summary](#)

Owner (s): COMPASS PROPERTIES PICK, N SAVE		Location: SW-SE,Sect. 22, T9N, R20E	
Mailing Address: COMPASS PROPERTIES GERMANTOWN LLC 735 N WATER ST #735 MILWAUKEE, WI 53202		School District: 2058 - GERMANTOWN SCHOOL	
Tax Parcel ID Number: 224986001	Tax District: GTNV-VILLAGE OF GERMANTOWN	Status: Active	
Alternate Tax Parcel Number:		Acres: 9.6600	
Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.): PT SW SE CSM 6605 LOT 1 DOC 984405			
Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.) N112W16200 MEQUON RD GERMANTOWN, WI 53022			

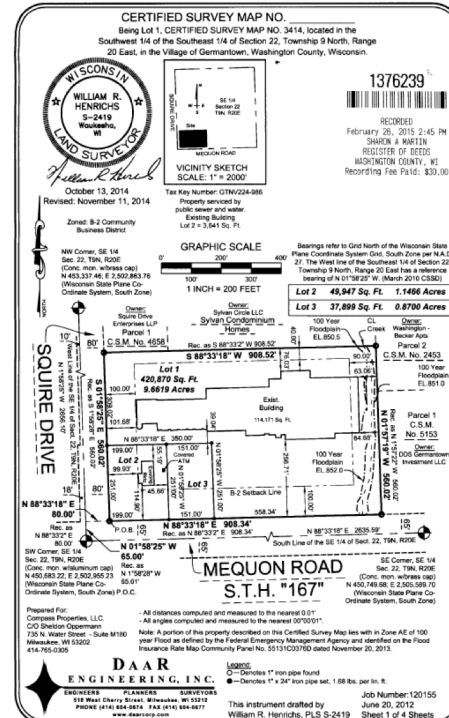
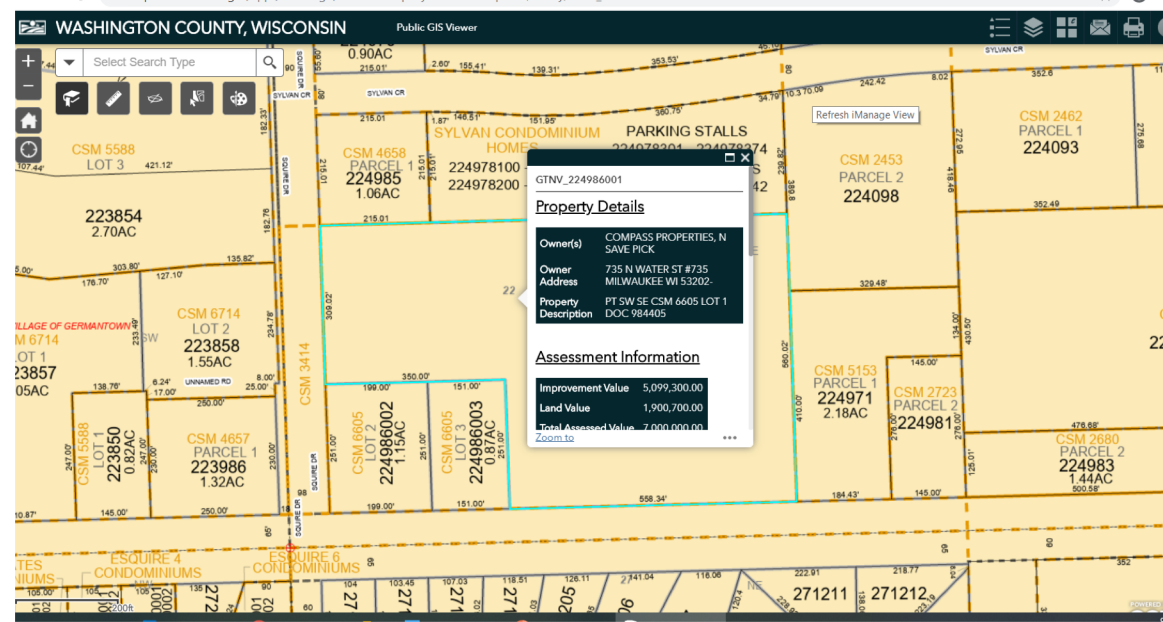
Select Detail --> **Assessments** [Make Default Detail](#) [Printer Friendly Page](#)
[View Interactive Map](#)

Tax Year: **2020**

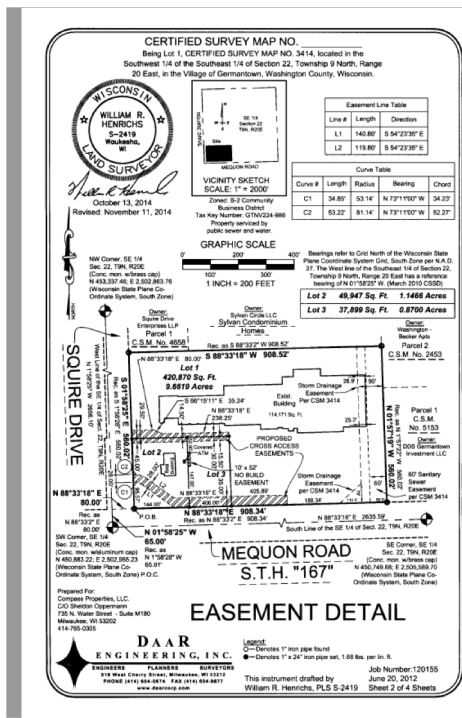
Real Estate Assessments

Code	Description	Acres	Land Value	Improvement Value	Total Value
2	Commercial	9.66	\$1,900,700	\$5,099,300	\$7,000,000
Total:		9.66	\$1,900,700	\$5,099,300	\$7,000,000

AVAILABLE INFORMATION



Adjacent Doc # 137794 maps to deed Lot 50 page 239



7/29/14 Doc # 6625 Doc 50 Page 240

DOC# 1316239

information.
11 Activities found searching for:
Location or Additional Address contains MEQUON
Municipality begins with GERMANTOWN
Washington County

Displaying Records 1 through 11
Grouped by Location - Sorted by Type, Status, Start Date

Activity Number & Name (Click to view details)	Type - Status	Start End	Juris	County
02-67-443350 RESLER PROPERTY	CLOSED ERP	2003-04-28 2003-07-30	DNR	WASHINGTON
N12 W17975 MEQUON ROAD, GERMANTOWN				
02-67-103756 LAKE PARK GOLF COURSE SITE W/ DOT	CLOSED ERP	1992-04-28 1996-07-31	DNR	WASHINGTON
N112 W17300 MEQUON RD STH 167, GERMANTOWN				
03-67-107697 ROADWAY EXPRESS TERMINAL #398	CLOSED LUST	1996-08-13 1997-03-10	DNR	WASHINGTON
N112 W17225 MEQUON RD, GERMANTOWN				
02-67-126815 GERMANTOWN DRY CLEANERS	CLOSED ERP	1997-04-29 2001-10-04	DNR	WASHINGTON
N112 W16240 MEQUON RD, GERMANTOWN				
06-67-193272 WASHINGTON SQUARE MALL	CLOSED VPLE	1997-12-16 2001-10-04	DNR	WASHINGTON
N112 W16240 MEQUON RD, GERMANTOWN				
04-67-037774 HWY 41/45 & MEQUON RD [HISTORIC SPILL]	HISTORIC SPILL	1979-08-31	DNR	WASHINGTON
USH 41/ USH 45 & MEQUON RD, GERMANTOWN				
02-67-552213 G TOWN CLEANERS	CLOSED ERP	2008-08-27 2015-04-27	DNR	WASHINGTON
N112 W16560 MEQUON RD, GERMANTOWN				
03-67-185970 WEST BEND SAVINGS BANK GERMANTOWN	CLOSED LUST	1998-03-17 2012-07-23	DNR	WASHINGTON
N112 W17171 MEQUON RD, GERMANTOWN				
09-67-293806 GERMANTOWN TIRE & AUTOMOTIVE	NO ACTION REQ	1997-06-11 1997-06-11	DNR	WASHINGTON
N112 W16660 MEQUON RD, GERMANTOWN				
09-67-296953 GERMANTOWN POLICE BLDG	NO ACTION REQ	1999-04-08 1999-04-08	DNR	WASHINGTON
N112 W16877 MEQUON RD, GERMANTOWN				
04-67-561290 KEMM ENTERPRISES LLC SPILL	CLOSED SPILL	2013-12-04 2013-12-04	DNR	WASHINGTON
MEQUON RD & RIVER LN, GERMANTOWN				

ANATOMY OF A TITLE COMMITMENT

Include Additional
Improvements?

Correct Insured?

Knight Barry
TITLE GROUP
Integrity. Experience. Innovation.
Knight Barry Title, Inc.
201 E Pittsburgh Ave Suite 200
Milwaukee, WI 53204
414-727-4545
Fax: 414-727-4411

COMMITMENT FOR TITLE INSURANCE Schedule A

File #: 1086472

Completed: 12/20/19 12:28 pm

Last Revised: 8/10/20 8:38 am

Title Contact: Adam Sipe (adam@knightbarry.com)

Closing Contact: (dtkloser@knightbarry.com)

COMMITMENT DATE

July 25, 2020 at 8:00 am

1. POLICY TO BE ISSUED

2006 ALTA OWNERS POLICY

Proposed Policy Amount:
(the purchase price)

\$1,500,000.00

Proposed Insured:
(the buyer)

September Fifteen LLC, an Illinois limited liability company

2006 ALTA LOAN POLICY

Loan Policy Amount:
(the loan amount)

\$950,000.00

Proposed Insured:
(the new lender)

Big Bank its successors and/or assigns

**2. TITLE TO THE FEE SIMPLE ESTATE OR
INTEREST IN THE LAND IS AT THE
COMMITMENT DATE VESTED IN**
(the owner)

August Ten, LLC, a Wisconsin limited liability company

3. THE LAND IS DESCRIBED AS FOLLOWS
(the legal description)

Lot 2, Certified Survey Map No. 1234.

For informational purposes only:

Property Address: 1234 W Main Street, Milwaukee, WI 53132

Tax Key Number: 123-4567

COMMITMENT FOR TITLE INSURANCE
Schedule B, Part 1
REQUIREMENTS

File #: 1086472

The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

All of the following Requirements must be met:

1. Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- 3.
4. Deed from August Ten, LLC, a Wisconsin limited liability company to September Fifteen LLC, an Illinois limited liability company.

FURTHER the Company must be supplied with the Wisconsin Electronic Real Estate Transfer Return as required by Section 77.22, Wis. Stats.

- a. Because August Ten, LLC, a Wisconsin limited liability company ("LLC") is not a natural person, the Company requires the following documents:

- i. Operating Agreement of the LLC and all amendments thereto.
- ii. If the LLC is a member-managed limited liability company, resolutions adopted by all of the members the LLC approving the conveyance and naming the person, and the person's capacity, authorized to execute the Deed.
- iii. If the LLC is a manager-managed limited liability company, resolutions adopted by the all of the managers of the LLC approving the conveyance and naming the person, and the person's capacity, authorized to execute the Deed.

Upon receipt and examination of the above the Company may modify these requirements; such modification(s) may include a requirement for appropriate resolutions of any member or manager entity of the LLC approving the conveyance.

Mortgage from September Fifteen LLC, an Illinois limited liability company to Big Bank.

Because September Fifteen LLC, an Illinois limited liability company ("LLC") is not a natural person, the Company requires the following documents:

- c. i. Operating Agreement of the LLC, and all amendments thereto.
- ii. If the LLC is a member-managed limited liability company, resolutions adopted by the all of the members of the LLC approving the conveyance and naming the person, and the person's capacity, authorized to execute the Mortgage.
- iii. If the LLC is a manager-managed limited liability company, resolutions adopted by the all of the managers of the LLC approving the conveyance and naming the person, and the person's capacity, authorized to execute the Mortgage.
- iv. Upon receipt and examination of the above the Company may modify these requirements; such modification(s) may include a requirement for appropriate resolutions of any member or manager entity of the LLC approving the conveyance.

Can you
comply with
these
requirements?



ANATOMY OF A TITLE COMMITMENT

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

EXCEPTIONS 001-099

These are standard exceptions that refer to matters that do not appear in the Public Records and require additional information or documentation to be cleared.

- 001. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date, as set forth on the Commitment for Title Insurance, and the Date of Policy, as set forth on the Policy.
- 002. Intentionally Deleted ~~Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.~~
- 003. Intentionally Deleted ~~Liens, hook up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees and due payable on the development or improvement of the Land, whether assessed or charged before or after the date of the policy.~~
- 004. Intentionally Deleted ~~Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.~~
- 005. Intentionally Deleted ~~Rights or claims of parties in possession not shown by the Public Records.~~
- 006. Intentionally Deleted ~~Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.~~
- 007. Intentionally Deleted ~~Easements or claims of easements not shown by the Public Records.~~
- 008. Intentionally Deleted ~~Any claim of adverse possession or prescriptive easement.~~

EXCEPTIONS 100-199

Taxes and special assessments.

- 100. General Taxes for the year 2020 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2020 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2020 and subsequent years."

Survey
 Exceptions

ANATOMY OF A TITLE COMMITMENT

EXCEPTIONS 200-299

Easements, restrictions, covenants and other encumbrances.

- 200. Utility Easement and other matters contained in the instrument recorded January 31, 1999 as Document No. 678910.

EXCEPTIONS 300-399

Judgments and liens.

There are no matters to report for this section.

EXCEPTIONS 400-499

Mortgages, assignments, leases and land contracts.

- 400. Mortgage from August Ten, LLC to Corner Credit Union in the amount of \$123,456.00 dated January 2, 2003 and recorded January 2, 2003 as Document No. 1234567.
- 401. Assignment of Rents from August Ten, LLC to Corner Credit Union recorded January 2, 2003 as Document No. 1234568.

EXCEPTIONS 500-599

Other matters.

There are no matters to report for this section.

FOOTNOTES

THIS IS FOR INFORMATIONAL PURPOSES ONLY; NOTHING NOTED IN THIS SECTION WILL APPEAR ON THE POLICY.

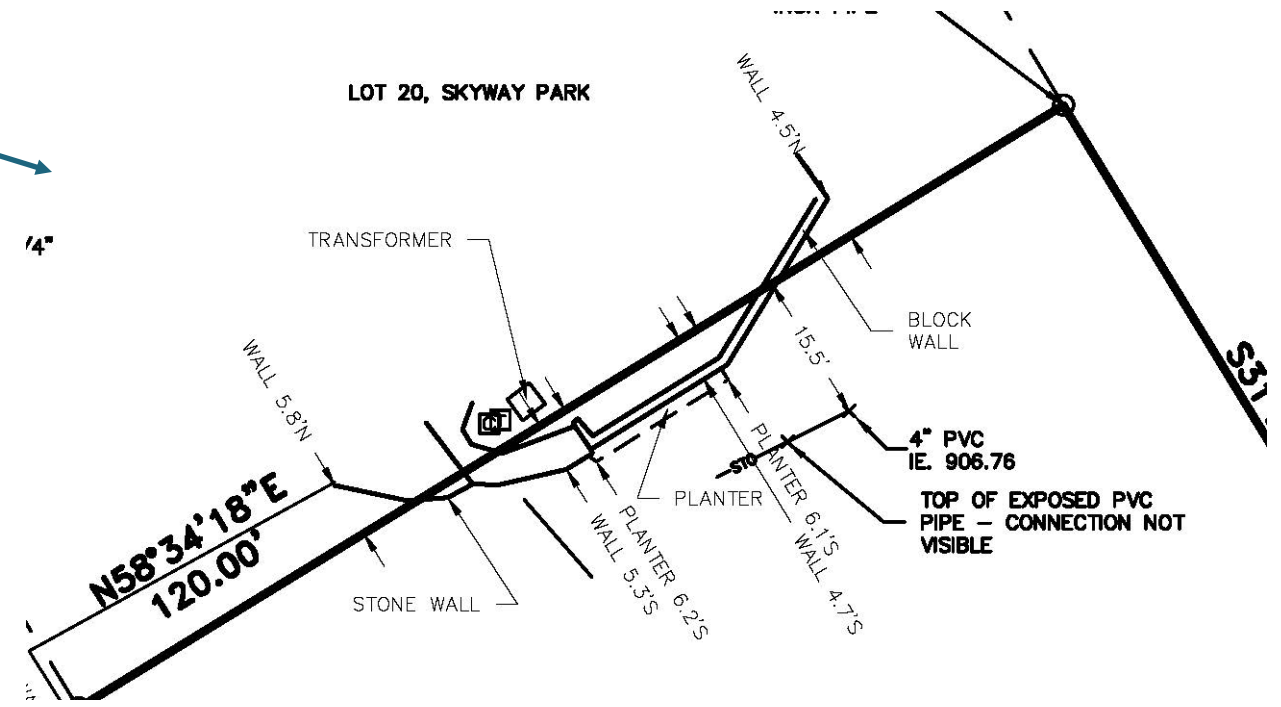
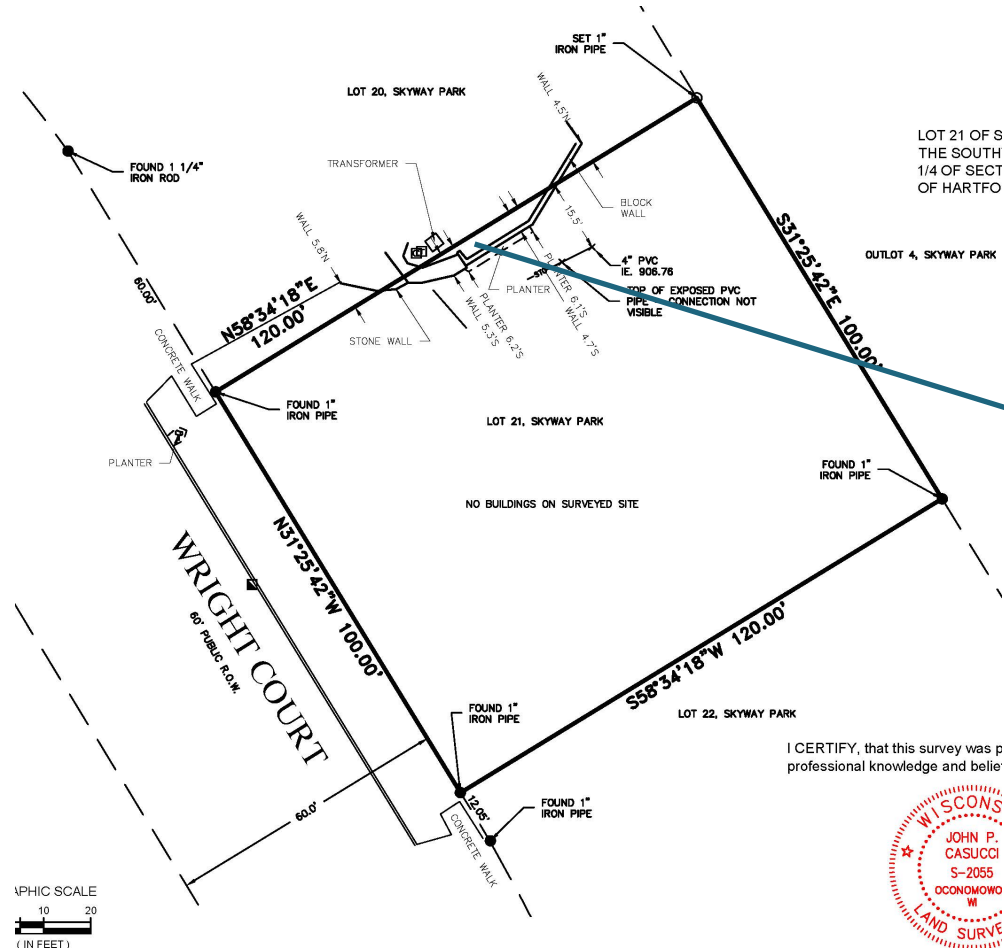
There are no footnotes to report.

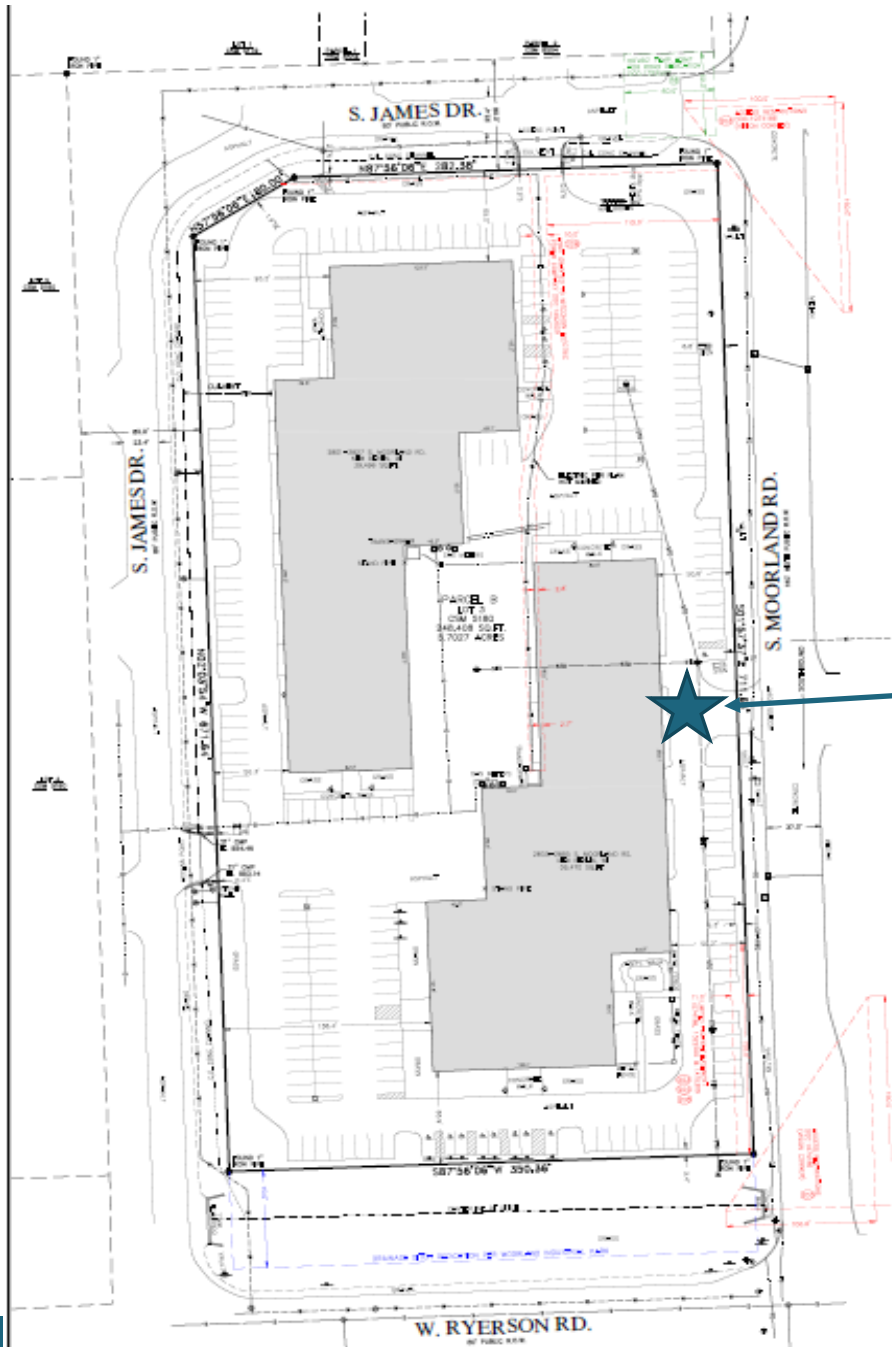
THIS COMMITMENT IS BEING ELECTRONICALLY DISTRIBUTED TO:

Ronald Realtor
 Ronald@realtor.com
 Real Estate

Larry Lender
 Larry@bigbank.com
 Big Bank

Non-
 Standard
 Exceptions





Main Access Point to Main Road

1978 Warranty Deed

- Does not identify legal description of property

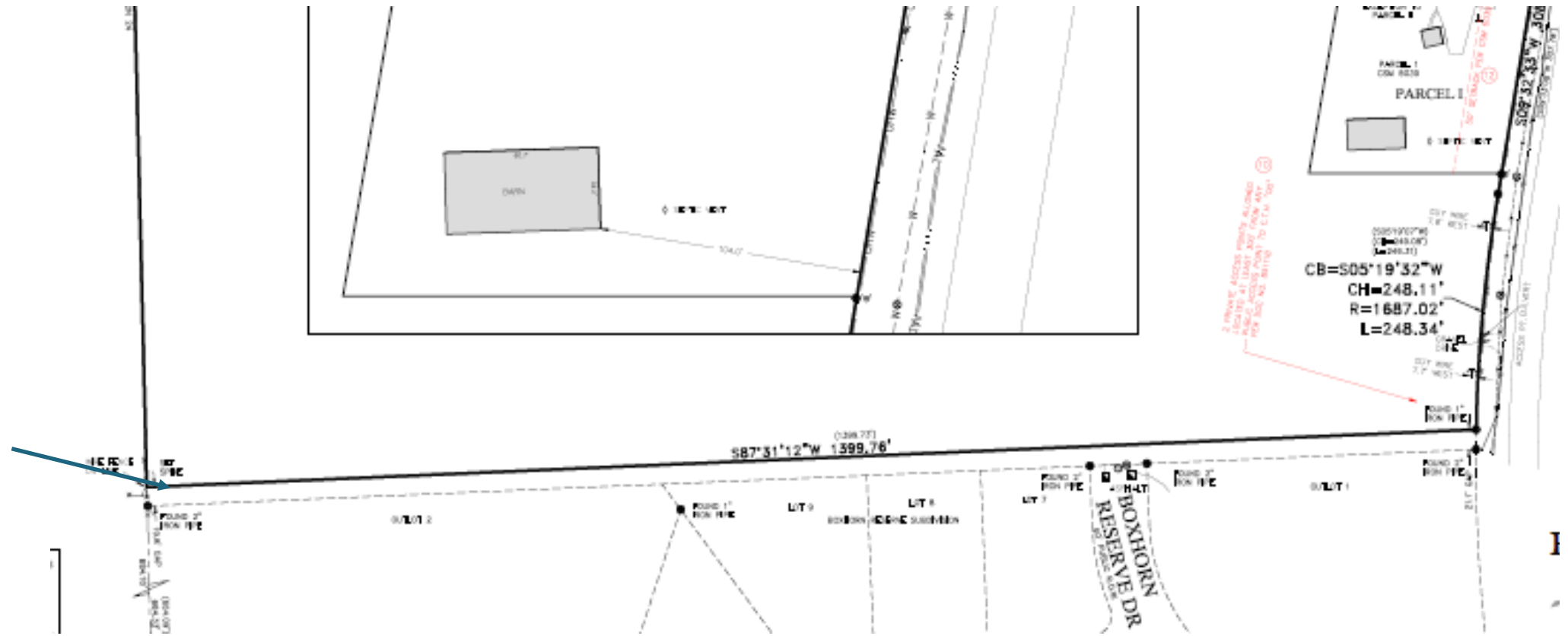
Creates Conditions on access to Main Road

Also conveyed herein is the right of access to said Moorland Road including all existing, future or potential common law or statutory easements or rights of access between Moorland Road and the lands abutting said highway except there is reserved the right of access to said highway from said abutting land by means of 3 access point(s) conforming to the regulations of Waukesha County.

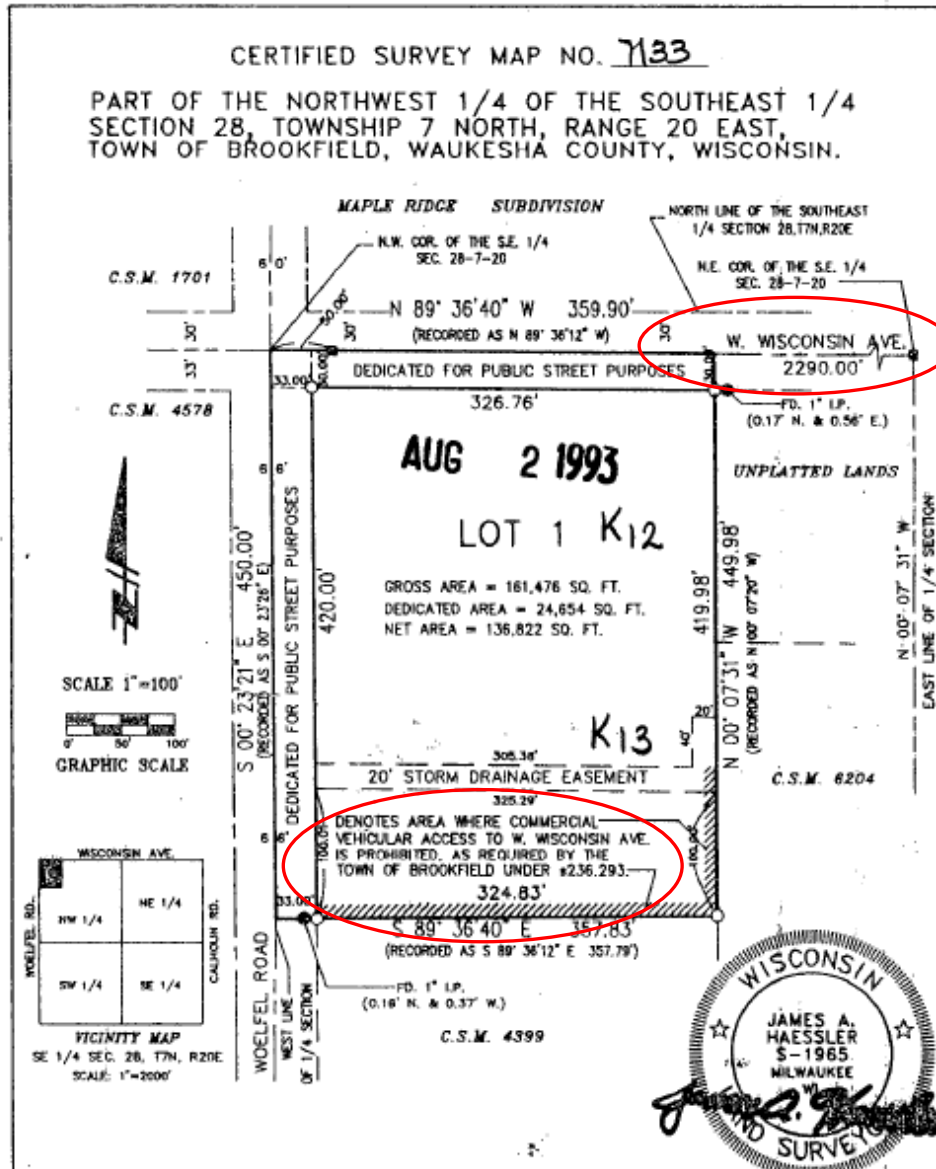
Said access points may be Public (connecting a public road to Moorland Road) or Private (a driveway under the jurisdiction of the land owner), and subject to the following provisions:

- A. Private access points shall be located at least 150 feet from any Public access point to Moorland Road.
- B.
 1. Public access points shall be located at least 500 feet from any Public access points to Moorland Road.
 2. Be at least 150 feet from any Private access point to Moorland Road.
 3. Include the dedication of vision triangles which have a 150 foot leg, as measured along the centerline of Moorland Road and a 100 foot as measured along the centerline of the intersecting Public access point and include the restriction of access across said triangles.
- C. The intent of these provisions is to have new public highways laid out so as to provide ultimately for an orderly overall access pattern in the area.
- D. The Waukesha County Highway and Transportation Committee shall administer these provisions except that in the event said highway becomes a part of the State Trunk Highway System, the State Highway Commission of Wisconsin shall then administer these provisions. If the administering agency shall determine that topography or existing development makes it impracticable to adhere strictly to these provisions, the administering agency may at its sole discretion, modify these provisions.

Intervening
landowner



Mistake in Restriction?



CCF



Northrop v. Opperman (2011 case)

- Original Survey: July 9, 1886
- Corner of Sections 4, 5, 8, 9 all at right angle
- Henn Road initially followed right angle
- 1908: Survey to set survey lines according to original survey (or reestablish lines)
- Litigation ensues over boundary lines. Court sets boundary lines
- 1917: second litigation over boundary lines
- Parties resolve litigation that common corner of Sections 4, 5, 8 and 9 is right angle of Henn Road
- For 88 years, right angle is the boundary line
- In 2005, monument is found in swamp
- County Surveyor accepts monument as original corner section
- Shifts the north-south line 600 feet to the east.
- Now what?

Beneficial Easements Must Be Protected



10' Access Easement created in 1928.

- Easement last referenced in 1945 deed
- Shown in 1988 survey property (on file with Register of Deeds)
- TJ Auto aware of easement when purchased the property in 2006.
 - Actually negotiated lower price

Result: Easement was deemed unenforceable.