

**Agreement Among Wisconsin Department of Transportation, Housing  
Authority of the City of Milwaukee, and the City of Milwaukee  
Regarding 459 S. 84<sup>th</sup> Street**

(GH 6-13-2014 Draft, CAO 204357)

The Wisconsin Department of Transportation, an agency of the State of Wisconsin (“**WisDOT**”), the City of Milwaukee, a municipal body corporate (“**City**”), and the Housing Authority of the City of Milwaukee (“**HACM**”), a public housing authority under Subch. XII of Wis. Stat. Ch. 66, enter into this Agreement (“**Agreement**”) for the purpose of facilitating WisDOT acquisition of a certain fee interest and certain easement rights associated with Project Number 1060-33-80, being a project to reconstruct the Zoo Interchange, which project is described as 124<sup>th</sup> Street on the west, 70<sup>th</sup> Street on the east, Burleigh Street on the north, and Lincoln Avenue on the south, that includes interchanges at STH 100, Greenfield Avenue, 84<sup>th</sup> Street, Bluemound Road, Wisconsin Avenue, Watertown Plank Road, Swan Boulevard, and North Avenue (the “**Project**”). This Agreement is dated and effective as of **AUGUST 5, 2014** (the “**Effective Date**”).

**Recitals**

- A. WisDOT is authorized to undertake the Project and to reconstruct the Zoo Interchange pursuant to Wis. Stat. 84.01 and 84.09, and WisDOT requires certain lands for construction of the Project including portions of 459 S. 84<sup>th</sup> Street (defined in paragraph B as the Parcel).
- B. The City is fee owner of the land at 459 S. 84<sup>th</sup> Street, Milwaukee, TIN 417-9879-110-7 (the “**Parcel**”).
- C. Specifically, WisDOT desires to acquire: (i) in fee, the portion of the Parcel described in **EXHIBIT A** as the “fee title” portion and herein called the “**Strip**”; and also (ii) a Temporary Limited Easement (“**TLE**”) in those portions of the Parcel described in **EXHIBIT A** as the “temporary limited easement” portions (the “**TLE Areas**”) all part of WisDOT Parcel No. 1060-33-24 parcel 82.
- D. The City ground-leased the Parcel to HACM by an April 16, 1971 Lease (the “**Lease**”) recorded with the Milwaukee County Register of Deeds (“**ROD**”) on August 13, 1971 as ROD Document No. 4614159.
- (1) While the Lease term was 42 years, with a stated ending date of May 31, 2013, HACM still occupies the Parcel and has subsidized tenants living in the units in the 4-plex at the Parcel (the “**4-Plex**”).
  - (2) While the Lease refers to the Parcel as 449 S. 84<sup>th</sup> Street, the Parcel is understood to be 459 S. 84<sup>th</sup> with the tax identification number above.
  - (3) The Lease gave HACM the right to build the 4-Plex currently located on the Parcel.
  - (4) The Lease gave HACM the option to buy the Parcel from City.
- E. On February 2, 1993, there was recorded in the ROD against the Parcel, as ROD Document No. 6724930, a U.S. Department of Housing and Urban Development (“**HUD**”) Declaration of Trust (the “**Trust**”).

F. The parties, for good and valuable consideration, receipt and sufficiency of which are acknowledged, enter this Agreement for the purposes stated herein.

G. City will provide a copy of this document to HUD's attorney.

### Agreement

1. **Recitals.** The recitals above are hereby acknowledged and agreed to.

2. **Termination of Lease As to Portions of Parcels Only.** As of the Effective Date, the City hereby terminates the Lease with respect to the Strip and TLE Areas of the Parcel *only*. HACM's rights under the Lease, *as holdover tenant*, continue with respect to all other parts of the Parcel.

3. **City Fee Conveyance and Conveyance of TLE's to WisDOT.** Within 10 days of the Effective Date, City shall convey to WisDOT by Quit Claim Deed in the form of **EXHIBIT B** attached fee title to the Strip, and City shall convey to WisDOT by TLE in form and substance of **EXHIBIT C** attached, TLE's in the TLE Areas.

WisDOT shall be responsible for recording the Deed and TLE with the ROD at WisDOT expense.

4. **WisDOT Payment for Conveyances.** As negotiated consideration for the conveyances in item 3 above, WisDOT shall pay to City, in good funds, and within 45 days of the Effective Date, **\$17,500** and WisDOT shall, at its expense, construct the improvements as shown in the DRAFT plans for structure R-40-619 attached as **EXHIBIT D** (railings, wall, stairs, and handrail from right-of-way to 4-plex), with the final design to be finally determined by the actual construction drawings to be provided in association with the LET for this portion of the Project, which final design shall be provided by WisDOT to City and HACM as soon as possible. WisDOT will provide and discuss with City and HACM any substantial changes to the DRAFT plans.

After City receipt of the **\$17,500** monetary payment from WisDOT, City shall pay **\$9,400** to HACM and City shall retain **\$8,100**. For acquisition purposes, WisDOT will allocate \$8,100 to the Quit Claim and \$9,400 to the TLE respectively.

WisDOT is not, and will not, assess against City, or HACM, or the Parcel, or the Balance Parcel, any special assessments concerning the Project or work related thereto.

5. **City Conveyance to HACM; Updated HUD Trust.** Following City's conveyances to WisDOT referred to above, City will convey to HACM, by Quit Claim Deed, fee title to "the Parcel, less the Strip area, but including the TLE Areas" (herein that is called the "**Balance Parcel**") for **\$1** by Deed in the form of **EXHIBIT E** attached, which Deed shall reflect that the Lease is then terminated, HACM having become owner of the Balance Parcel with HACM's rights under the Lease having then merged. The intent is that HACM then own the Balance Parcel and the 4-Plex, that HACM become successor owner of the Balance Parcel, and that HACM become successor to City under the TLE from City to WisDOT.

The City shall be responsible for recording the Deed from City to HACM with the ROD at City expense.

After the conveyance from City to HACM, HACM shall cause a new and updated HUD Declaration of Trust to be recorded against the Balance Parcel.

6. **WisDOT-HACM Discussions Regarding Balance Parcel.** At any time after HACM becomes owner of the Balance Parcel, HACM and WisDOT may explore and discuss possible WisDOT acquisition from

HACM of the Balance Parcel upon terms and conditions as may be mutually agreeable to HACM and to WisDOT, in their respective discretion, subject to requisite HACM, WisDOT and HUD approvals. The HUD approval requirement recognizes that, if WisDOT were to acquire the Balance Parcel following filing of a new Declaration of Trust, HUD approval would be needed.

**7. WisDOT Eminent Domain.** WisDOT withdraws the currently filed Jurisdictional offer for the Strip and TLE Areas in consideration of this Agreement. WisDOT intends this Agreement to be the final negotiation for WisDOT's acquisition of the Strip and TLE. City, HACM and WisDOT, each represented by counsel, acknowledge voluntary entry into this negotiated Agreement, and agreement to the negotiated compensation called for herein. City and HACM hereby waive any and all rights to appeal of compensation including any associated relocation rights under state and federal law, including Wis. Stat. Ch. 32, concerning WisDOT's acquisition of the Strip and TLE under this Agreement.

HACM acknowledges that monies agreed to be paid by City to HACM hereunder do not allow HACM appeal or appraisal rights, whether under state or federal eminent domain or relocation law including under Wis. Stat. Ch. 32.

**8. Amendment.** This Agreement may only be modified by the written agreement of all parties hereto.

**9. Independent Parties.** This Agreement does not create a partnership, distributorship, an agency relationship, an employer-employee relationship, a joint venture, or any similar relationship between WisDOT and City, between WisDOT and HACM, or between City and HACM. This Agreement does not authorize WisDOT or the City or HACM to act as an agent, representative, trustee, or fiduciary for the other party or parties hereto.

**10. Severability.** A term of this Agreement found unenforceable by a court of competent jurisdiction shall be deemed severable from the remainder of the Agreement to the extent the remainder of the Agreement remains reasonable. WisDOT and the City and HACM may replace a severed term by amendment to this Agreement.

**11. Authority.** The persons signing this Agreement on behalf of the respective parties certify that they are authorized to act on behalf of their respective party.

**12. Counterparts.** This Agreement is only effective when signed by all parties. This Agreement may be executed in counterparts. Facsimile or PDF signatures shall be acceptable as originals.

Nothing in this Agreement is or shall act as a waiver of the sovereign or other immunity of the State, WisDOT, City or HACM.

**Signature Page Follows**

This Agreement is dated as of the Effective Date.

<p><b>CITY: CITY OF MILWAUKEE</b></p> <p>By: _____ Elaine M. Miller Special Deputy Commissioner Dept. of City Development</p> <p><b>City Common Council Resolution File No.</b> _____, adopted on _____, _____, 2014.</p> <p><b>CITY ATTORNEY APPROVAL</b></p> <p>_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. 304-21.</p> <p>By: _____</p> <p>Name Printed: _____ Assistant City Attorney State Bar No. _____ Date: _____</p>	<p><b>WisDOT: STATE OF WISCONSIN, DEPT. of TRANSPORTATION</b></p> <p>By: _____ Brett Wallace Director, Southeast Region</p> <p>_____ Date</p> <p><b>HACM: HOUSING AUTHORITY OF THE CITY OF MILWAUKEE</b></p> <p>By: _____ Tony Perez, Secretary-Executive Director</p> <p>Authorized by HACM Board on _____, 2014.</p>
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**EXHIBIT A to WisDOT/City of Milwaukee/HACM Agreement**

**LEGAL DESCRIPTION**

Strip

STRIP

**Fee Title** in and to the following tracts of land in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as:

That part of the Southeast 1/4 of the Northwest 1/4 of Section 33, Town 7 North, Range 21 East, described as follows:

Commencing at the northeast corner of said Northwest 1/4; thence South 0°11'27" East along the east line of said Northwest 1/4, 1681.16 feet; thence South 89°48'33" West 55.00 feet to the west line of S. 84<sup>th</sup> Street (STH 181) and to the point of beginning; thence South 0°11'27" East along said west line, 152.15 feet to the north line of W. Adler Street; thence South 88°52'01" West along said north line, 35.00 feet; thence North 66°50'17" East 19.04 feet to a point on a curve; thence 12.22 feet along the arc of a curve to the left with a radius of 10.00 feet and a chord bearing and length of North 31°50'22" East 11.47 feet; thence North 3°09'33" West 135.45 feet to the north line of the owner's land and to the south line of Interstate Highway 94; thence North 88°52'01" East along said line, 18.40 feet to the point of beginning.

This parcel contains **0.053 acres**, more or less.

TLE Area 1

TLE AREA 1

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Northwest 1/4 of Section 33, Town 7 North, Range 21 East, described as follows:

Commencing at the northeast corner of said Northwest 1/4; thence South 0°11'27" East along the east line of said Northwest 1/4, 1681.16 feet; thence South 89°48'33" West 55.00 feet to the west line of S. 84<sup>th</sup> Street (STH 181); thence South 88°52'01" West 18.40 feet to the point of beginning; thence South 3°09'33" East 135.45 feet to a point on a curve; thence 12.22 feet; along the arc of a curve to the right with a radius of 10.00 feet and a chord bearing and length of South 31°50'22" West 11.47 feet; thence South 66°50'17" West 19.04 feet to the north line of W. Adler Street; thence North 71°47'21" West along said north line, 6.90 feet; thence North 33°09'57" East

A-1

EXHIBIT A to WisDOT/City of Milwaukee/HACM Agreement

32.15 feet; thence North 1°35'34" West 62.53 feet; thence South 89°48'33" West 9.61 feet; thence North 0°11'27" West 25.00 feet; thence North 89°48'33" East 9.00 feet; thence North 1°35'34" West 32.88 feet; thence North 78°31'38" West 13.13 feet to the north line of the owner's land and to the south line of Interstate Highway 94; thence North 88°52'01" East along said line, 21.27 feet to the point of beginning.

TLE Area 2

TLE AREA 2

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes and a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Northwest 1/4 of Section 33, Town 7 North, Range 21 East, described as follows:

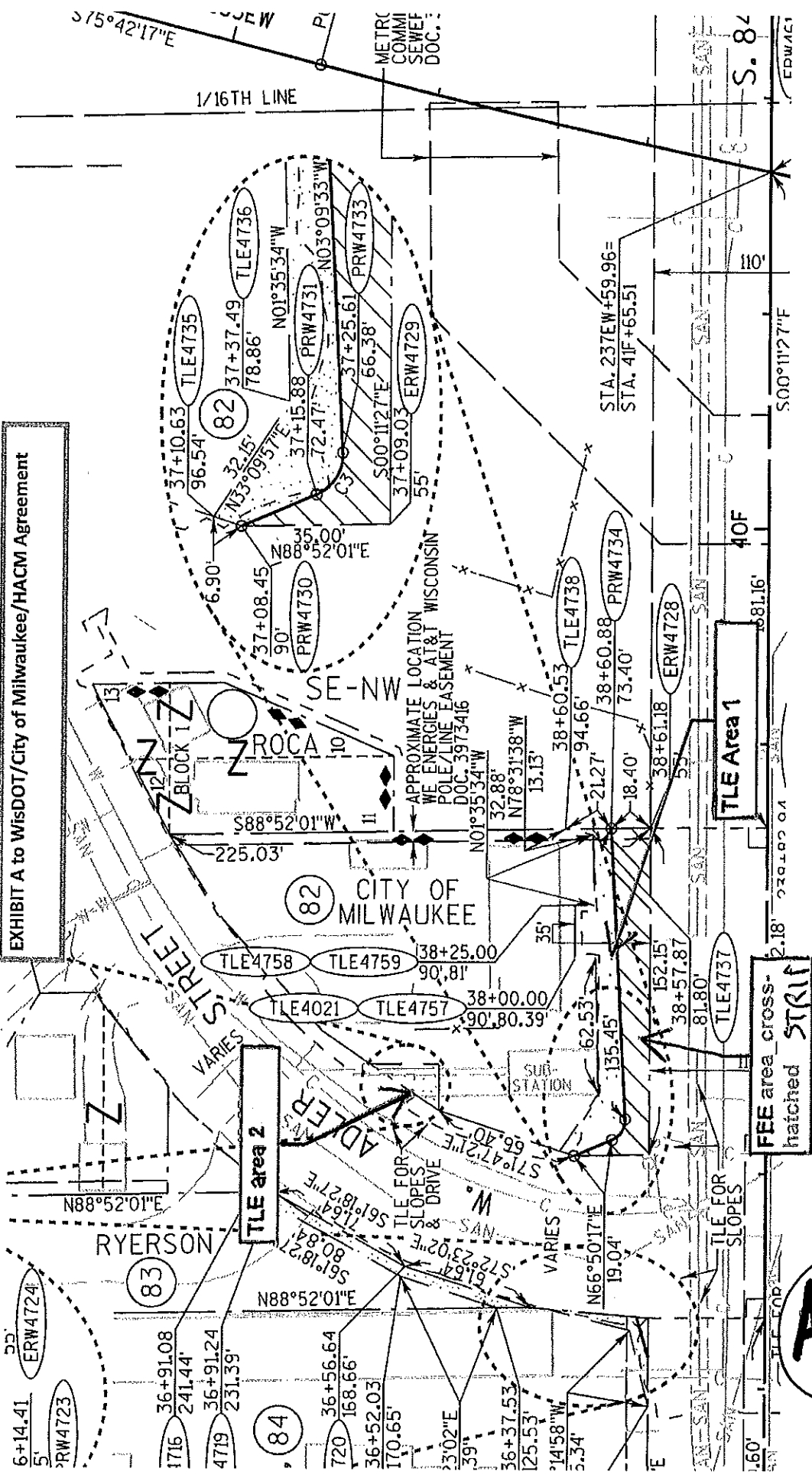
Commencing at the northeast corner of said Northwest 1/4; thence South 0°11'27" East along the east line of said Northwest 1/4, 1681.16 feet; thence South 89°48'33" West 55.00 feet to the west line of S. 84th Street (STH 181); thence South 0°11'27" East along said west line, 152.15 feet to the north line of W. Adler Street; thence South 88°52'01" West along said north line, 35.00 feet; thence North 71°47'21" West along said north line, 66.40 feet to the point of beginning; thence North 56°33'57" West along said north line, 39.05 feet; thence South 89°52'36" East 32.52 feet; thence South 0°11'27" East 21.45 feet to the point of beginning.

These parcels contain **0.054 acres**, more or less.

The above temporary limited easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.



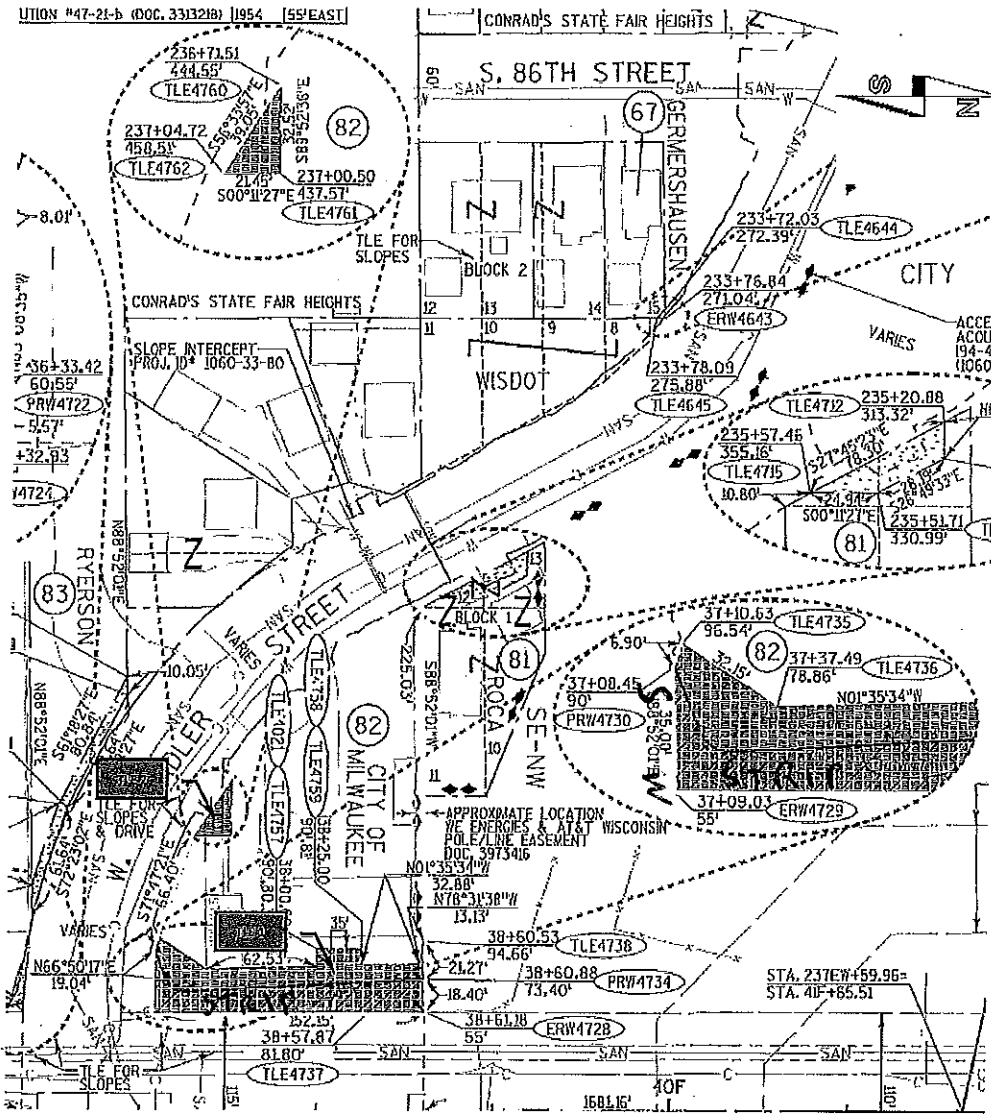
EXHIBIT A to WisDOT/City of Milwaukee/HACM Agreement



A-4



PLAT PAGE 4.20

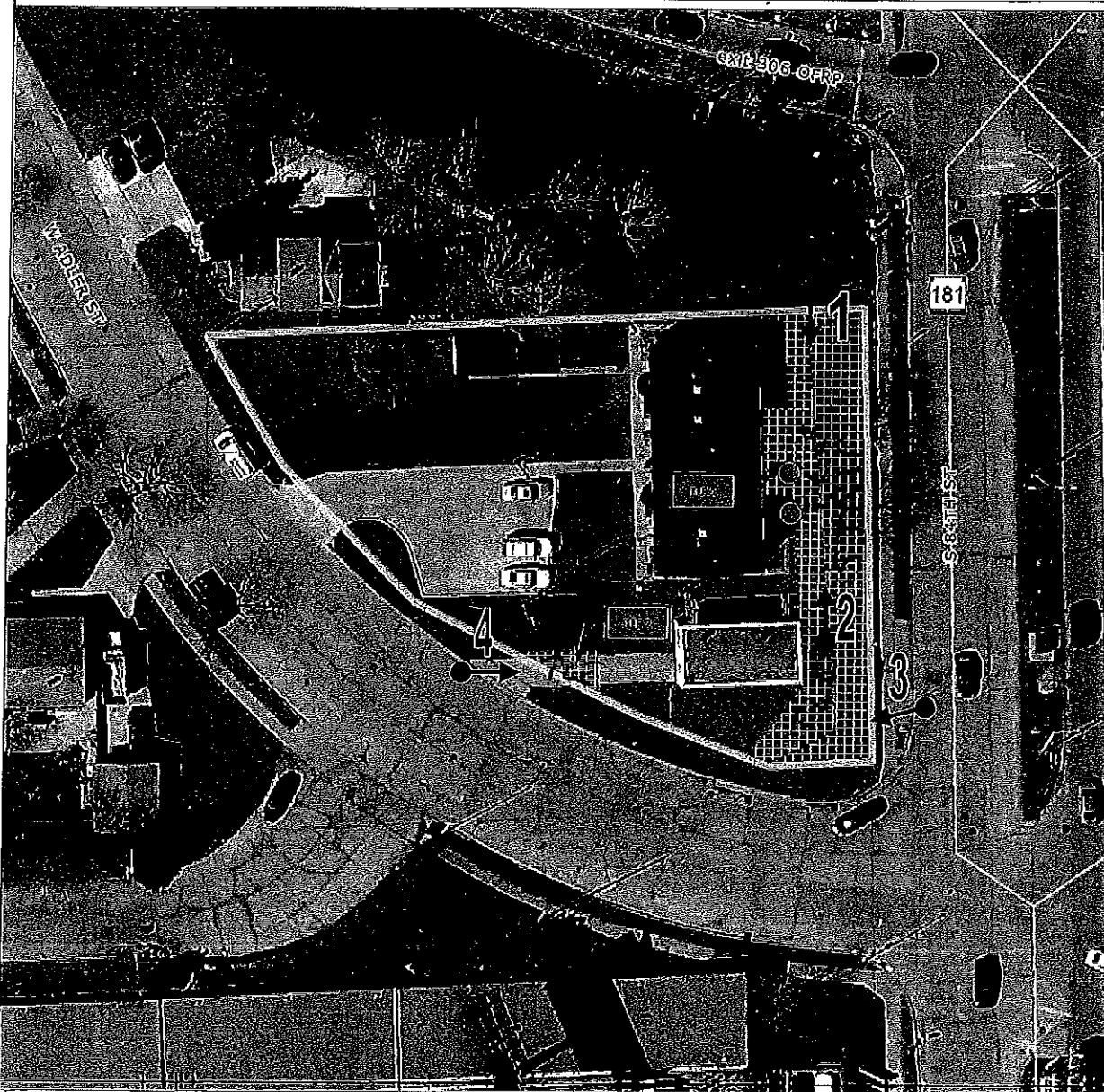


- Property Boundary
- Temporary Limited Easement **TLE AREA**
- Fee Acquisition **STRIP**

**A-5**



# ACQUISITION AERIAL

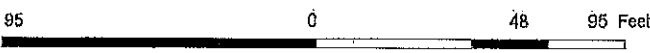


**Notes**

●➔ - Photo # and direction

THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS

**DISCLAIMER:** This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.



- Property Boundary
- Temporary Limited Easement *TLE*
- Fee Acquisition *STRIP*
- Impacted Tree

- Legend** 1: 571
- County Boundary
  - Highways, to 8k
  - Street Centerlines, 0k to 8k
  - Railroad 8k
  - Water 8k
  - Rivers 8k
  - Airport 8k
  - Landmarks 8k
  - County Parks 8k
  - Municipal Subdivisions 25k
- A-G*

**QUIT CLAIM DEED  
State Purchase**

Wisconsin Department of Transportation  
Exempt from fee: s.77.25(2r) Wis. Stats.  
DT1562 2/2007 (Replaces RE3046)

**EXHIBIT B to WisDOT/City of  
Milwaukee/HACM Agreement**

THIS DEED, made by City of Milwaukee GRANTOR, quit claims the property described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the sum of eight thousand and one hundred and 0/100 Dollars (\$ 8,100.00 ).

Appeal of compensation and any associated relocation rights under Wisconsin and federal law including Wis. Stats. Chapter 32 is waived by GRANTOR.

Other persons having an interest of record in the property:

This is not homestead property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

City Common Council Resolution File No.

\_\_\_\_\_, adopted on

\_\_\_\_\_, 2014.

This space is reserved for recording data

Return to

Wisconsin Department of Transportation  
141 NW Barstow Street  
Waukesha WI 53187-0798

Parcel Identification Number/Tax Key Number  
417-9879-110-7

City of Milwaukee

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

State of Wisconsin  
\_\_\_\_\_) County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires \_\_\_\_\_

**B-1**



Project ID  
1060-33-24

This instrument was drafted by  
Wisconsin Department of Transportation

Parcel No.  
82

**EXHIBIT C to WisDOT/City of Milwaukee/HACM Agreement**

**TEMPORARY LIMITED EASEMENT**

Wisconsin Department of Transportation  
Exempt from fee: s. 77.25(2r) Wis. Stats.  
DT1577 01/2013

**THIS EASEMENT**, made by **City of Milwaukee GRANTOR**, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation, GRANTEE**, for the sum of **Nine Thousand four Hundred and 0/100 Dollars (\$9,400.00)** for the purpose of **the right to construct cut and/or fill slopes and driveway**.

Appeal of compensation and any associated relocation rights under Wisconsin and federal law including Wis. Stats. Chapter 32 is waived by GRANTOR.

Other persons having an interest of record in the property:

**LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.**

City Common Council Resolution File No.

\_\_\_\_\_, adopted on

\_\_\_\_\_, 2014.

This space is reserved for recording data

Return to  
Wisconsin Department of Transportation  
141 NW Barstow Street  
Waukesha WI 53187-0798

Parcel Identification Number/Tax Key Number  
417-9879-110-7

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Wisconsin

On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
Signature, Notary Public, State of Wisconsin

\_\_\_\_\_  
Print or Type Name, Notary Public, State of Wisconsin

\_\_\_\_\_  
Date Commission Expires

)  
County) ss.  
**C-1**



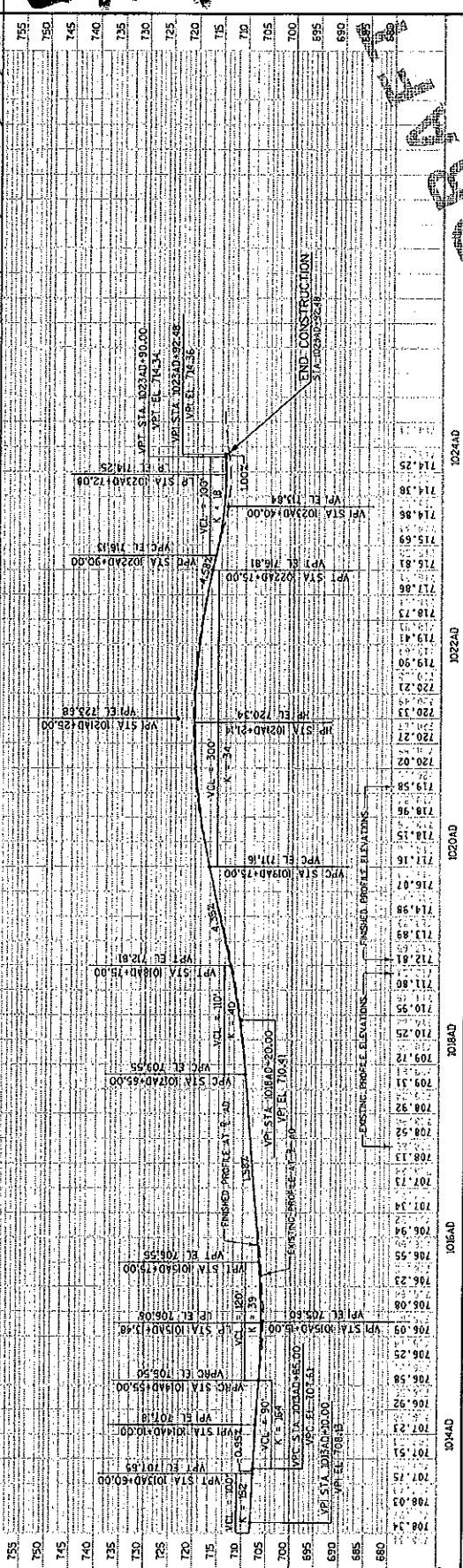
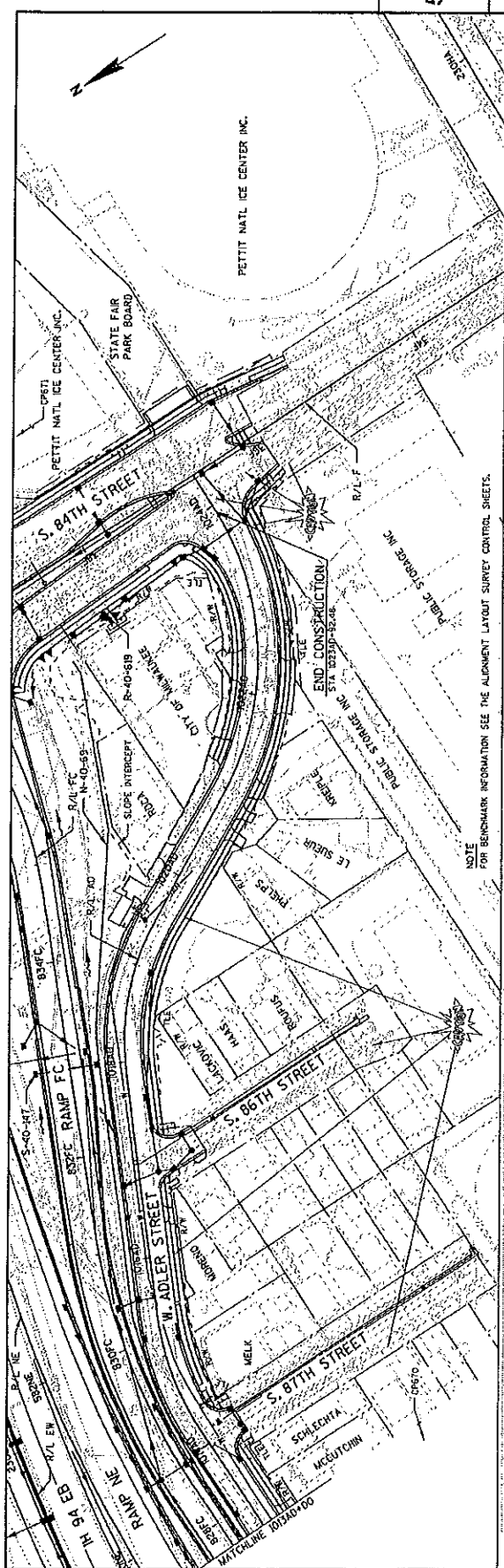
Project ID  
1060-33-24

This instrument was drafted by  
Wisconsin Department of Transportation

Parcel No.  
82

EXHIBIT D to WisDOT/City of Milwaukee/HACM Agreement

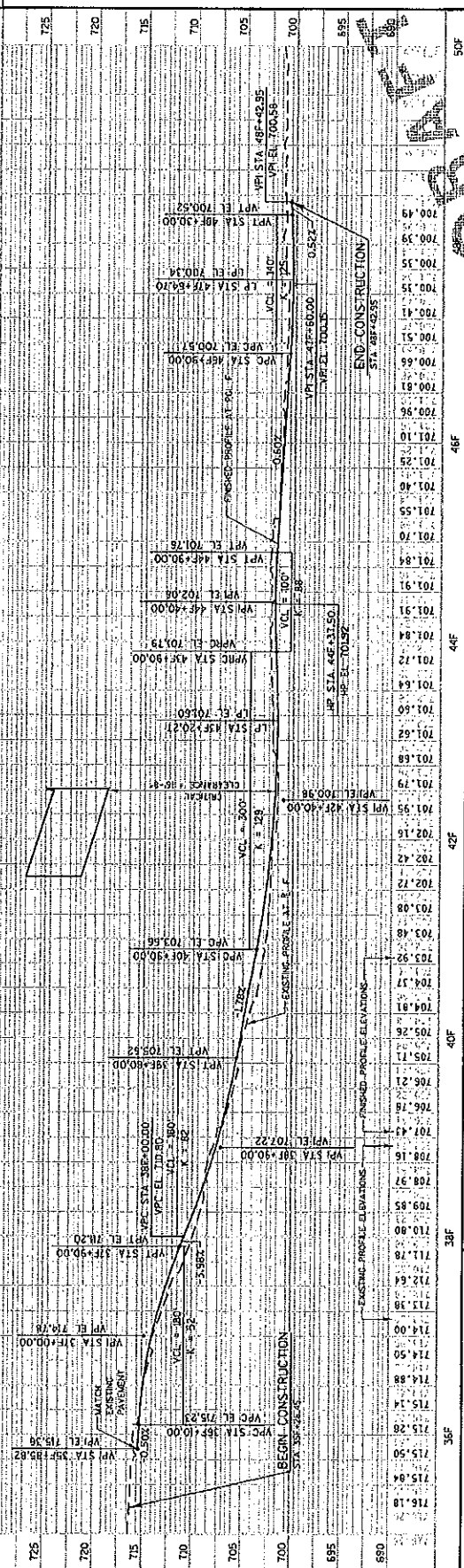
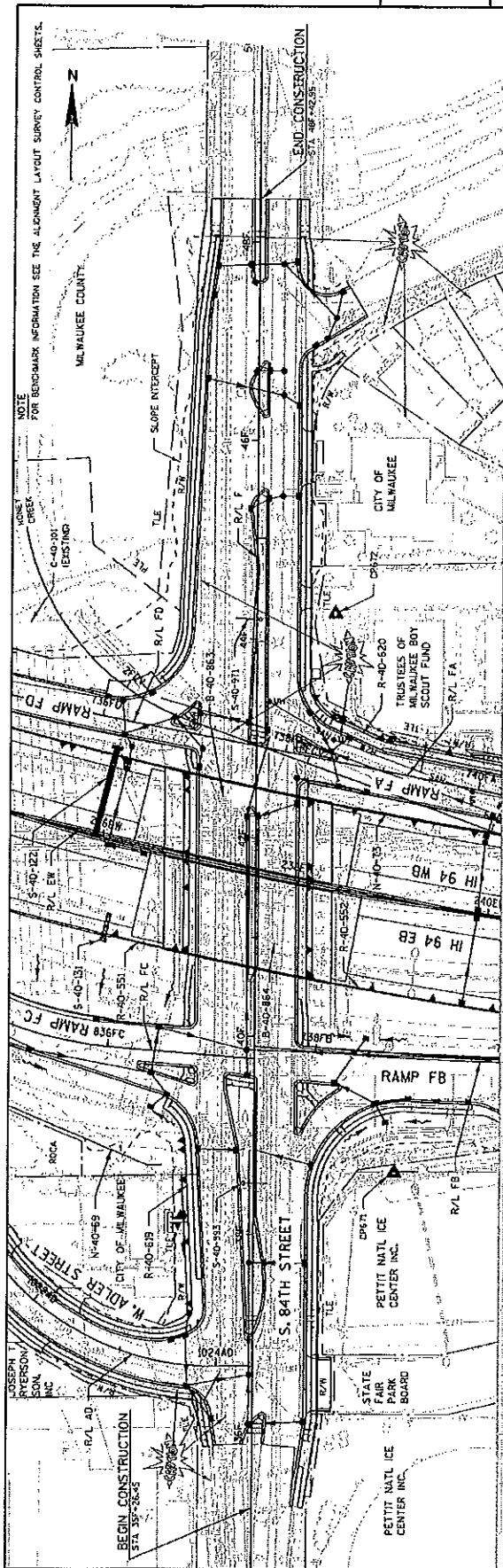
EX D



PROJECT NO: 1060-33-80  
 FILE NAME: K:\306674\106033802.ZW\106033802.DWG  
 COUNTY: MILWAUKEE  
 HWY: IH 894/IH 94/USH 45  
 PLAN & PROFILE: W. ADLER STREET  
 SHEET PNE 1950 E  
 WSDOT/CADDSS SHEET 40  
 PLOT DATE: 28-APR-2014 14:55  
 PLOT BY: WSDPLR  
 PLOT NAME: 106045-39  
 PLOT SCALE: 100:1

DI

EXHIBIT D to WisDOT/City of Milwaukee/HACM Agreement

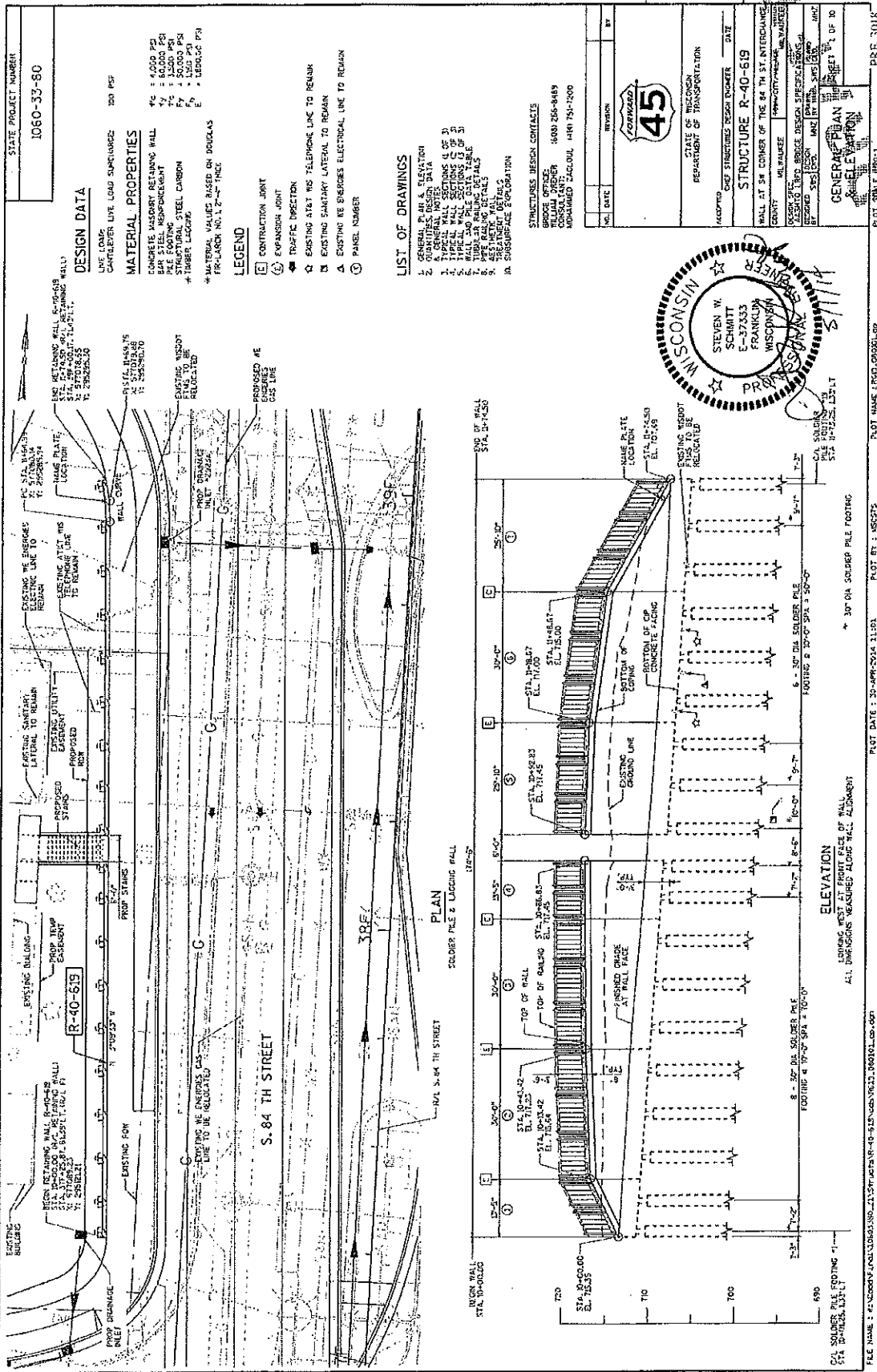


STATION	ELEVATION	DESCRIPTION
357	715.38	WPI STA 357+10.00
358	714.00	WPI EL 714.00
359	713.18	WPI EL 713.18
360	712.64	WPI EL 712.64
361	711.76	WPI EL 711.76
362	710.80	WPI EL 710.80
363	709.85	WPI EL 709.85
364	708.97	WPI STA 368+00.00
365	708.16	WPI STA 368+90.00
366	707.43	WPI EL 707.22
367	706.76	WPI EL 706.76
368	706.21	WPI STA 378+90.00
369	705.71	WPI EL 705.52
370	705.26	WPI EL 705.26
371	704.81	WPI EL 704.81
372	704.37	WPI EL 704.37
373	703.92	WPI STA 388+00.00
374	703.46	WPI EL 703.46
375	702.98	WPI EL 702.98
376	702.42	WPI EL 702.42
377	702.16	WPI STA 398+90.00
378	701.95	WPI STA 398+00.00
379	701.79	WPI EL 701.79
380	701.68	WPI EL 701.68
381	701.62	WPI STA 408+00.00
382	701.56	WPI EL 701.56
383	701.44	WPI EL 701.44
384	701.34	WPI EL 701.34
385	701.22	WPI STA 418+90.00
386	701.10	WPI EL 701.10
387	700.96	WPI EL 700.96
388	700.81	WPI EL 700.81
389	700.66	WPI STA 428+00.00
390	700.51	WPI EL 700.51
391	700.35	WPI EL 700.35
392	700.19	WPI EL 700.19
393	700.03	WPI EL 700.03
394	699.87	WPI EL 699.87
395	699.70	WPI EL 699.70
396	699.52	WPI EL 699.52
397	699.34	WPI EL 699.34
398	699.16	WPI EL 699.16
399	698.97	WPI EL 698.97
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401	698.59	WPI EL 698.59
402	698.40	WPI EL 698.40
403	698.21	WPI EL 698.21
404	698.02	WPI EL 698.02
405	697.83	WPI EL 697.83
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410	696.88	WPI EL 696.88
411	696.69	WPI EL 696.69
412	696.50	WPI EL 696.50
413	696.31	WPI EL 696.31
414	696.12	WPI EL 696.12
415	695.93	WPI EL 695.93
416	695.74	WPI EL 695.74
417	695.55	WPI EL 695.55
418	695.36	WPI EL 695.36
419	695.17	WPI EL 695.17
420	694.98	WPI EL 694.98
421	694.79	WPI EL 694.79
422	694.60	WPI EL 694.60
423	694.41	WPI EL 694.41
424	694.22	WPI EL 694.22
425	694.03	WPI EL 694.03
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430	693.08	WPI EL 693.08
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444	690.42	WPI EL 690.42
445	690.23	WPI EL 690.23
446	690.04	WPI EL 690.04
447	689.85	WPI EL 689.85
448	689.66	WPI EL 689.66
449	689.47	WPI EL 689.47
450	689.28	WPI EL 689.28
451	689.09	WPI EL 689.09
452	688.90	WPI EL 688.90
453	688.71	WPI EL 688.71
454	688.52	WPI EL 688.52
455	688.33	WPI EL 688.33
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458	687.76	WPI EL 687.76
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465	686.43	WPI EL 686.43
466	686.24	WPI EL 686.24
467	686.05	WPI EL 686.05
468	685.86	WPI EL 685.86
469	685.67	WPI EL 685.67
470	685.48	WPI EL 685.48
471	685.29	WPI EL 685.29
472	685.10	WPI EL 685.10
473	684.91	WPI EL 684.91
474	684.72	WPI EL 684.72
475	684.53	WPI EL 684.53
476	684.34	WPI EL 684.34
477	684.15	WPI EL 684.15
478	683.96	WPI EL 683.96
479	683.77	WPI EL 683.77
480	683.58	WPI EL 683.58
481	683.39	WPI EL 683.39
482	683.20	WPI EL 683.20
483	683.01	WPI EL 683.01
484	682.82	WPI EL 682.82
485	682.63	WPI EL 682.63
486	682.44	WPI EL 682.44
487	682.25	WPI EL 682.25
488	682.06	WPI EL 682.06
489	681.87	WPI EL 681.87
490	681.68	WPI EL 681.68
491	681.49	WPI EL 681.49
492	681.30	WPI EL 681.30
493	681.11	WPI EL 681.11
494	680.92	WPI EL 680.92
495	680.73	WPI EL 680.73
496	680.54	WPI EL 680.54
497	680.35	WPI EL 680.35
498	680.16	WPI EL 680.16
499	679.97	WPI EL 679.97
500	679.78	WPI EL 679.78

PROJECT NO: 1060-33-80  
 HWY: IH 894/TH 94/JUSH 45  
 COUNTY: MILWAUKEE  
 PLAN & PROFILE: S. 84TH STREET  
 PLOT BY: T. WOODS  
 PLOT DATE: 2/14/09 2:04:32 PM  
 PLOT NAME: 1060418\_000.PLOT  
 SCALE: 1"=100'  
 SHEET PRE: 1953 E  
 WSDOT/CADD: SHEET 40

D-2

EXHIBIT D to WisDOT/City of Milwaukee/HACM Agreement



STATE PROJECT NUMBER  
1060-33-80

**DESIGN DATA**  
LIVE LOAD: CAMPLIVER LIVE LOAD SUPERIMPOSED: 300 PSF

**MATERIAL PROPERTIES**  
CONCRETE: MASONRY RETAINING WALL  
S44 STEEL: REINFORCEMENT  
STRUCTURAL STEEL: CARBON  
\*TIMBER: LAGGING  
\*MATERIALS VALUES BASED ON PROCLAS  
\*PROCLAS NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

**LEGEND**

- ① CONTRACTION JOINT
- ② EXPANSION JOINT
- ➔ TRAFFIC DIRECTION
- ⊙ EXISTING AIRLIFT WAS TELEPHONE LINE TO REMAIN
- ⊙ EXISTING SANITARY LATERAL TO REMAIN
- ⊙ EXISTING WE ENERGIES ELECTRICAL LINE TO REMAIN
- ⊙ PANEL NUMBER

**LIST OF DRAWINGS**

1. GENERAL, PLAN & ELEVATION
2. GENERAL NOTES
3. TYPICAL WALL SECTIONS (1 OF 3)
4. TYPICAL WALL SECTIONS (2 OF 3)
5. TYPICAL WALL SECTIONS (3 OF 3)
6. WALL AND PILE DETAIL
7. PIPE LAGGING DETAILS
8. TREATMENT DETAILS
9. SUBSURFACE EXPLORATION

**STRUCTURES DESIGN CONTACTS**

GROUP OFFICE: 5000 256-8489  
CONSULTANT: MOHAMMED ZAGLOUL (414) 751-7500

NO. DATE REVISION BY

**45**

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
STRUCTURES DESIGN ENGINEER: \_\_\_\_\_  
STRUCTURE R-40-619

WALL AT 84 TH CORNER OF THE 84 TH ST. INTERCHANGE

DESIGNED BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

GENERAL CONTRACTOR: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
SHEET NO. 1 OF 10  
SCALE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

FILE NAME: 41-NORTHVA.FWD\1060-33-80-23\STRUCTR-R-40-619\SUB\33-80-010101.dwg

PLOT DATE: 30-APR-2014 11:01

PLOT BY: MSC272

PLOT NAME: 1060-33-80-010101

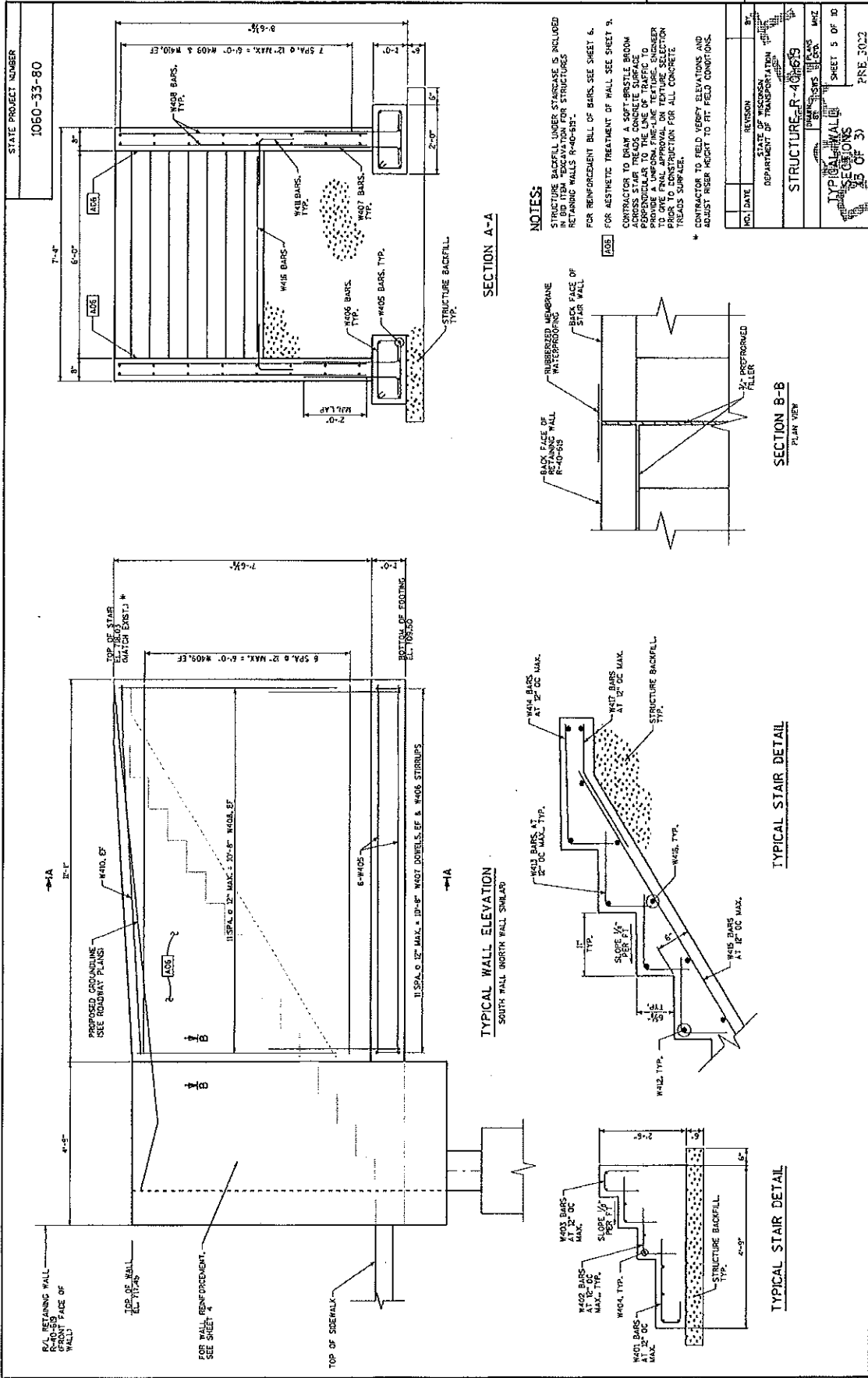
PART NO.: PRE\_3018

D-3





EXHIBIT D to WisDOT/City of Milwaukee/HACM Agreement



D.5

**EXHIBIT E**  
**CITY TO HACM QUIT CLAIM DEED**  
 GH 6-12-14. CAO 204328.

Document Number	QUIT CLAIM DEED
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**After Recording, Return To:**

BOBBI MARSELLS  
 HOUSING AUTHORITY OF THE CITY OF MILWAUKEE  
 809 N. BROADWAY, 3<sup>RD</sup> FLOOR  
 MILWAUKEE, WI 53202

**Tax Key Number:** part of 417-9879-110-7

**Exempt From Fee & Return.** This Deed and conveyance are exempt from the Wisconsin Real Estate Transfer Fee per Wis. Stat. 77.25 (2), and exempt from the Transfer Return per Wis. Stat. 77.255.

**Drafted By:** City of Milwaukee

Recording Area

THIS QUIT-CLAIM DEED is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014 by the **CITY OF MILWAUKEE**, a Wisconsin municipal corporation ("City"), as Grantor, to the **HOUSING AUTHORITY OF THE CITY OF MILWAUKEE**, a public housing authority under Subch. XII of Wis. Stat. Ch. 66 ("HACM"), as Grantee.

City hereby conveys and quit-claims to HACM all of City's right, title, and interest, whatsoever, in and to the *portion* of 459 S. 84<sup>th</sup> Street, Milwaukee, Wisconsin (part of 417-9879-110-7), which portion is herein called the "**Balance Parcel**" and which portion is described on **EXHIBIT A** attached. This is not a homestead property. This Deed merges HACM leasehold and fee interest in the Balance Parcel into HACM, and terminates and satisfies of record – in its entirety - the Lease recorded in the Milwaukee County Register of Deeds Office on August, 1971 as Document No. 4614159.

IN WITNESS WHEREOF, the City caused this Deed to be executed as of the date first written above.

<p><b>AUTHENTICATION OF CITY SIGNATURE</b></p> <p>Gregg Hagopian, a member in good standing of the State Bar of Wisconsin, hereby approves the signature of the City signatory, and authenticates that signature per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____  <b>GREGG HAGOPIAN</b>, Asst. City Attorney        State Bar No. 1007373. Date:</p>	<p><b>GRANTOR/CITY: CITY OF MILWAUKEE</b></p> <p>By: _____        Elaine M. Miller, Special Deputy Commissioner        Department of City Development</p> <p>Common Council Resolution File No. _____</p>
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**E-1**

EXHIBIT A

(TO EX. E DEED)

**Legal Description of "Balance Parcel"**

**The following:**

The North 167.15 feet of the East 277 feet of the South 1008.75 feet of the Northwest  $\frac{1}{4}$  of Section 33, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, EXCEPTING THEREFROM the East 33 feet for street purposes, ALSO EXCEPTING THEREFROM that part of the West 120 feet of the East 153 feet of the North 167.15 feet of the South 1008.75 feet of lands in the Northwest  $\frac{1}{4}$  of Section 33, Township 7 North, Range 21 East, in the City of Milwaukee, bounded and described as follows: Beginning at a point in the Northeast corner of the above described lands, said point also being in the Northeast corner of Lot all in Block 1 in Conrad's State Fair Heights, being a Subdivision in said  $\frac{1}{4}$  Section; thence West along the North line of the above described lands, 22 feet to a point; thence South along a line which is parallel to and 55 feet West of the East line of said  $\frac{1}{4}$  Section, a distance of 152.15 feet to a point; thence West and parallel to the South line of said  $\frac{1}{4}$  Section and parallel to the South line of the above described land, said point being 37.15 feet North of the Southwest corner of said lands; thence South along the West line of said land, 37.15 feet to a point in the Southwest corner of said lands; thence East along the South line of said lands, 120 feet to a point in the Southeast corner of said lands; thence North along the east line of said lands, 167.15 feet to the place of beginning, ALSO EXCEPTING THEREFROM those lands described as follows: Beginning at a point in the Northwest corner of the West 127 feet of the East 280 feet of the North 127.15 feet of the South 968.75 feet of lands in the Northwest  $\frac{1}{4}$  of Section 33, Township 7 North, Range 21 East, said point also being in the East line of South 85<sup>th</sup> Street and 40 feet South of the Southwest corner of Lot 12 in Block 1 in Conrad's State Fair Heights, being a Subdivision in said  $\frac{1}{4}$  Section; thence South along the East line of South 85<sup>th</sup> Street, 127.15 feet to a point; thence East and parallel to the South line of said  $\frac{1}{4}$  Section 127 feet to a point; thence North and parallel to the East line of said  $\frac{1}{4}$  Section 37.15 feet to a point; thence Northwesterly to a point which is 48.48 feet South of the Northwest corner of the West 127 feet of the East 280 feet of the North 127.15 feet of the South 968.75 feet of lands in the Northwest  $\frac{1}{4}$  of Section 33, Township 7 North, Range 21 East, said point being 25 feet East of the point of beginning; thence West along said North line 25 feet to the place of beginning.

**Less the following portion called the "Strip":**

Fee Title in and to the following tracts of land in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as:

That part of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 33, Town 7 North, Range 21 East, described as follows:

E-2

Commencing at the northeast corner of said Northwest  $\frac{1}{4}$ ; thence South  $0^{\circ}11'27''$  East along the east line of said Northwest  $\frac{1}{4}$ , 1681.16 feet; thence South  $89^{\circ}48'33''$  West 55.00 feet to the west line of S. 84<sup>th</sup> Street (STH 181) and to the point of beginning; thence South  $0^{\circ}11'27''$  East along said west line, 152.15 feet to the north line of W. Adler Street; thence South  $88^{\circ}52'01''$  West along said north line, 35.00 feet; thence North  $66^{\circ}50'17''$  East 19.04 feet to a point on a curve; thence 12.22 feet along the arc of a curve to the left with a radius of 10.00 feet and a chord bearing and length of North  $31^{\circ}50'22''$  East 11.47 feet; thence North  $3^{\circ}09'33''$  West 135.45 feet to the north line of the owner's land and to the south line of Interstate Highway 94; thence North  $88^{\circ}52'01''$  East along said line, 18.40 feet to the point of beginning.

The Strip contains 0.053 acres, more or less.

1031-2014-1588:204358

E-3