

WOODSPRING SUITES MILWAUKEE AIRPORT LLC

Plaintiff,

v.

JAMES R. OWCZARSKI, as City Clerk of  
the City of Milwaukee

Defendant

Case No.: 2017-CV-006238

Code: 30952

**GREGG HAGOPIAN 8-4-2017 AFFIDAVIT**

STATE OF WISCONSIN    )  
                                  ) ss.  
MILWAUKEE COUNTY    )

Now comes Gregg Hagopian, and states and swears as follows:

1. I am an Assistant City Attorney for the City of Milwaukee. Part of my job duties include representing the Defendant in this case.
2. Attached hereto as Exhibits A-D are correct copies of the following documents that I obtained from the exhibits that the Plaintiff (the “Hotel”) filed in the certiorari case before Judge Sosnay (2017-CV-006239) and in this mandamus case.
3. Exhibit A is herein called the **CSM Application** (dated 11-18-2016). This was attached to the Hotel’s Mandamus Complaint (Ex. A) and to the Hotel’s Certiorari Complaint (Ex. A).
4. Exhibit B is herein called **CSM No. 1** (dated 11-7-2016). This was attached to the Hotel’s Mandamus Complaint (Ex. A) and to the Hotel’s Certiorari Complaint (Ex. A). It accompanied the Hotel’s CSM Application.

5. Exhibit C is herein called **CSM No. 2** (dated 3-17-2017). This was attached to the Hotel's Mandamus Complaint (Ex. B) and to the Hotel's Certiorari Complaint (Ex. B).

6. Exhibit D is herein called **CSM No. 3** (dated 6-14-2017). This was attached to the Hotel's Certiorari Complaint (Ex. E) and to the Hotel lawyer's 6-15-2017 letter to the City Clerk.

7. Exhibit E is herein called the **Offer**. I received this from the Wisconsin Department of Transportation's lawyer pursuant to an open records request. It includes:

- a 12-30-2016 letter from the Hotel to the DOT extending the Inspection Period to 3-3-2017
- a 3-3-2017 letter from the Hotel to the DOT extending the Closing Date to 5-5-2017
- the May 2017 First Amendment changing the Hotel entity name, changing the legal description of the Offer Land, and changing the Closing Date to 6-30-2017
- the 6-1-2017 Second Amendment changing the Closing Date to 8-30-2017.

8. Exhibit F is herein called **MCO Ch. 119** entitled "Subdivision Regulations." I printed this from the City's website.

Dated at Milwaukee, Wisconsin this 4<sup>th</sup> day of August, 2017.

By: \_\_\_\_\_

Gregg Hagopian

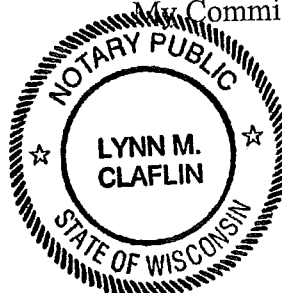
**ADDRESS**

841 N. Broadway, 7th Floor  
Milwaukee, WI 53202  
(414) 286-2620 – Telephone  
ghagop@milwaukee.gov

Subscribed and sworn to before me  
this 4<sup>th</sup> day of August, 2017.

Lynn M. Claflin

NOTARY PUBLIC, State of Wisconsin  
My Commission Expires: 8-31-18



GH 8-2-2017, CAO DOC 241498

# EX A - CSM APPLICATION



**FINAL CERTIFIED SURVEY MAP APPLICATION**

Date: 11/14/16 Quarter Section: 20 Ald. District: 13

Address(es) of subject parcel(s): 1701 Layton Avenue

Reason for Division or Combination: Establish new lots

Owner(s)' Name: Wisconsin Department of Transportation

Address: 4802 Sheboygan Avenue, Room 501, Madison, WI 53707

Telephone: 608-266-2572

Email (REQUIRED to receive recorded copy of CSM): mark.krouse@wi.dot.gov

Owner(s)' Representative/Buyer(s)/Other Contact Name: WoodSpring Hotels c/o Stephanie Knebel

Address: 8621 E 21st Street N, Suite 200, Wichita, Kansas 67206

Telephone: 316-631-1331 Email (REQUIRED): sknebel@woodspring.com

Surveyor's Name: Chaput Land Surveyors

Address: 234 W. Florida St. Milwaukee, WI

Telephone: 414-292-1311 Email (REQUIRED): ddon@chaputlandsurveys.com

FEES:	AMOUNT:	PAYABLE TO:
ENGINEER REVIEW	\$ 380.00	City of Milwaukee Treasurer
APPLICATION	\$ 230.00	City of Milwaukee Treasurer (may combine engineer & application fees into 1 check)
RECORDING	\$30.00	Milwaukee Co. Register of Deeds

**AGREEMENT FOR EXTENSION OF TIME**

Chp. 236.11(2) The body or bodies having authority to approve plats shall approve or reject the final plat within 60 days of its submission, unless the time is extended by agreement with the subdivider. When the approving authority is a municipality and determines to approve the plat, it shall give at least 10 days' prior written notice of its intention to the clerk of any municipality whose boundaries are within 1,000 feet of any portion of such proposed plat but failure to give such notice shall not invalidate any such plat. If a plat is rejected, the reasons therefor shall be stated in the minutes of the meeting and a copy thereof or a written statement of the reasons supplied the subdivider. If the approving authority fails to act within 60 days and the time has not been extended by agreement and if no unsatisfied objections have been filed within that period, the plat shall be deemed approved, and, upon demand, a certificate to that effect shall be made on the face of the plat by the clerk of the authority which has failed to act. As the subdivider, I grant the City of Milwaukee an extension to this requirement and time extension, if necessary, in order for the attached final Plat to be reviewed and approved by the City.

Signature of Subdivider/Applicant: Stephanie Knebel Date: 11/18/2016

**PLEASE FILL OUT TO THE BEST OF YOUR KNOWLEDGE:**

Results	Projected
New jobs	5
Retained jobs	0
New housing units	0
New commercial and/or industrial space (SF)	12,500
Renovated commercial and/or industrial space	0
Private investment	\$ 3,500,000

Return completed application and fees to: Dept. of City Development, Planning Administration  
809 N. Broadway, 2<sup>nd</sup> floor  
Milwaukee, WI 53202  
(414) 286-5654  
<http://city.milwaukee.gov/PlanningPermits>

A-1

# EX B. CSM No. 1

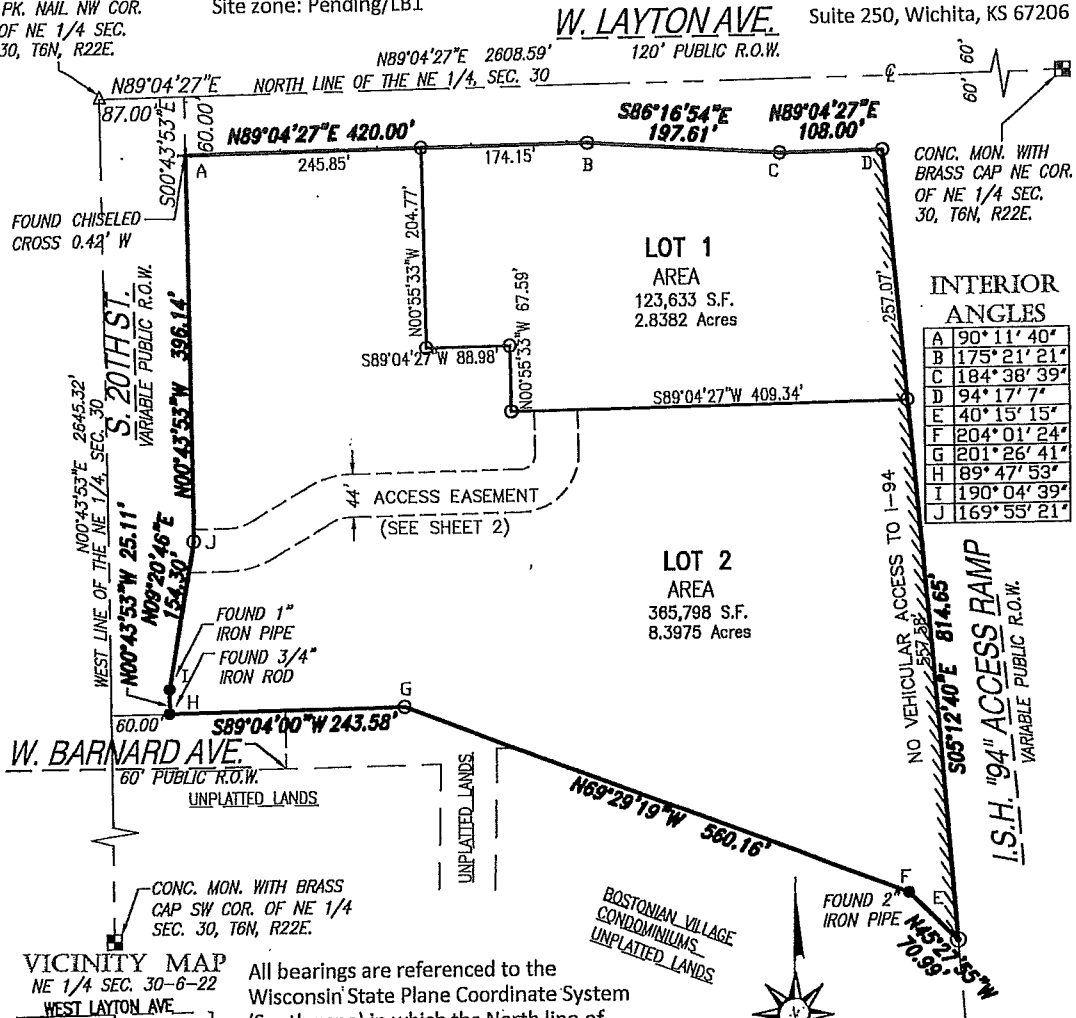
## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of a part of the Northwest 1/4 of the Northeast 1/4 of Section 30 North, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

PK. NAIL NW COR. OF NE 1/4 SEC. 30, T6N, R22E.

Tax Key: 624-9994-113-2  
Site zone: Pending/LB1

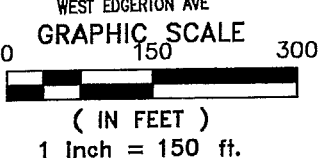
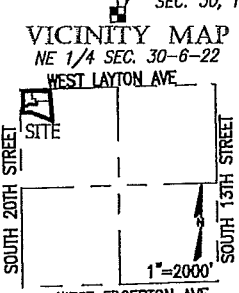
Owner:  
WoodSpring Suites  
Milwaukee Airport LLC  
8621 E. 21st Street, North  
Suite 250, Wichita, KS 67206



CONC. MON. WITH BRASS CAP NE COR. OF NE 1/4 SEC. 30, T6N, R22E.

### INTERIOR ANGLES

A	90° 11' 40"
B	175° 21' 21"
C	184° 38' 39"
D	94° 17' 7"
E	40° 15' 15"
F	204° 01' 24"
G	201° 26' 41"
H	89° 47' 53"
I	190° 04' 39"
J	169° 55' 21"



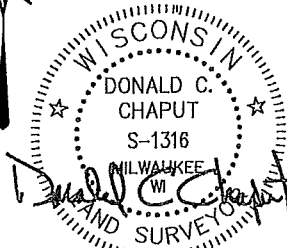
All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) in which the North line of the NE 1/4, Sec. 30 bears N89°04'27"E.

### LEGEND

- Found 1" Iron Pipe
- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- + Found Chiseled Cross

**CHAPUT LAND SURVEYS LLC**  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

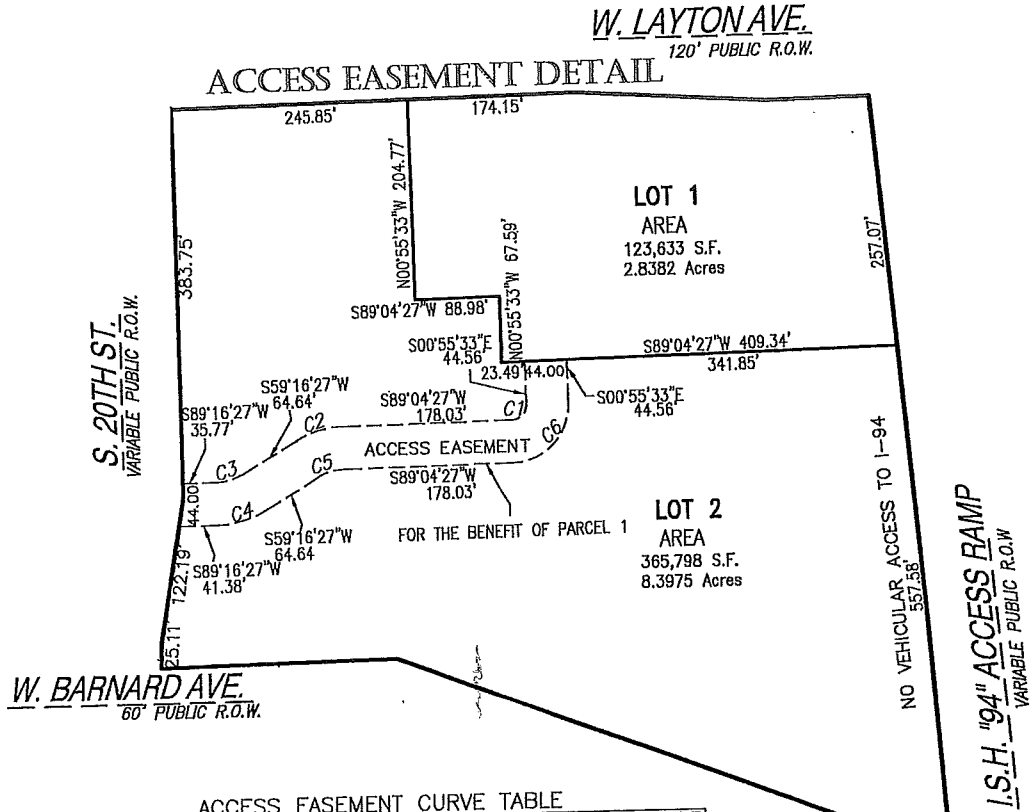


Date: November 7, 2016  
Sheet 1 of 5 Sheets  
Survey No. 2433/far

# B-1

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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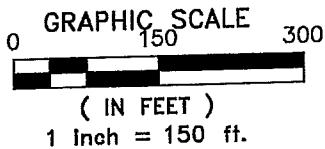


ACCESS EASEMENT CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE
C1	23.56'	15.00'	21.21'	S44°04'27\"W	90°00'00\"
C2	50.45'	97.00'	49.88'	S74°10'27\"W	29°48'00\"
C3	27.75'	53.00'	27.43'	S74°16'27\"W	30°00'00\"
C4	50.79'	97.00'	50.21'	S74°16'27\"W	30°00'00\"
C5	27.57'	53.00'	27.26'	S74°10'27\"W	29°48'00\"
C6	92.68'	59.00'	83.44'	S44°04'27\"W	90°00'00\"

### LEGEND

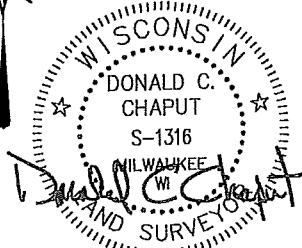
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### CHAPUT LAND SURVEYS LLC

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www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput  
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Date: November 7, 2016  
Sheet 2 of 5 Sheets  
Survey No. 2433/far

B-2

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of a part of the Northwest 1/4 of the Northeast 1/4 of Section 30 North, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
                                  :SS  
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of part of the Northwest 1/4 of the Northeast 1/4 of Section 30 North, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin, bound and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; thence North 89°04'27" East along the North line of said 1/4 Section 87.00 feet to a point; thence South 00°43'53" East 60.00 feet to a point on the South line of West Layton Avenue and the point of beginning of lands described hereinafter; thence North 89°04'27" East along the South line of West Layton Avenue and parallel to the North line of said 1/4 Section 420.00 feet to a point; thence South 86°16'54" East 197.61 feet along said south line to a point located 76.00 feet South of the North line of said 1/4 Section; thence North 89°04'27" East along said south line parallel to the North line of said 1/4 Section 108.00 feet to a point on the West line of I.S.H. 94; thence South 05°12'40" East 814.65 feet along the west line of said I.S.H.94 to a point; thence North 45°27'55" West 70.99 feet to a point; thence North 69°29'19" West 560.16 feet to a point; thence South 89°04'00" West 243.58 feet to the Easterly line of the South 20th Street; thence North 00°43'53" West along said easterly line 25.11 feet; thence North 09°20'46" East along said easterly line 154.30 feet to a point; thence North 00°43'53" West along said easterly line 396.14 feet to the point of beginning.

Said lands as described contains 489,431 square feet or 11.2357 Acres.

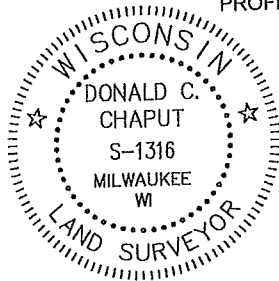
THAT I have made the survey, land division and map by the direction of WoodSpring Suites Milwaukee Airport LLC, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 119 of the Milwaukee Code in surveying, dividing and mapping the same.

November 07, 2016  
DATE

  
DONALD C. CHAPUT  
PROFESSIONAL LAND SURVEYOR S-1316



B-3

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of a part of the Northwest 1/4 of the Northeast 1/4 of Section 30 North, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

## CORPORATE OWNER'S CERTIFICATE

WoodSpring Suites Milwaukee Airport LLC, a Kansas limited liability company duly organized and existing under and by virtue of the laws of the State of Kansas, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 119 of the Milwaukee Code of Ordinances.

In consideration of the approval of the map by the Common Council of the City of Milwaukee and in accordance with Chapter 119 of the Milwaukee Code, the undersigned agrees:

a. That all utility lines to provide electric power and telephone services and cable television or communications systems lines or cables to all lots in the Certified Survey Map shall be installed underground in easements provided therefore, where feasible.

This agreement shall be binding on the undersigned and assigns.

The WoodSpring Suites Milwaukee Airport LLC, does further certify that this map is required by S.236.10 OR 236.12 to be submitted to the following for approval or objection: City of Milwaukee

In Witness Where of, the \_\_\_\_\_ has caused these presents to be signed  
by \_\_\_\_\_, its \_\_\_\_\_ and countersigned by \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016

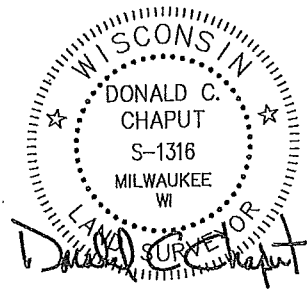
In the presence of:

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Witness) \_\_\_\_\_

STATE OF KANSAS} :SS  
SEDGWICK COUNTY}

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_  
& \_\_\_\_\_, to me known as the persons who executed the  
foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of  
said limited liability company, by its authority.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
My commission is permanent.



November 07, 2016

This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

B-4

Sheet 4 of 5 Sheets  
Survey No. 2433/far

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of a part of the Northwest 1/4 of the Northeast 1/4 of Section 30 North, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

## CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing by virtue of the laws of the State of \_\_\_\_\_, mortgagee of the above described land, consents to the surveying, dividing, mapping and restricting of the land described in the foregoing affidavit of DONALD C. CHAPUT, surveyor, and consents to the above certificate of WoodSpring Suites, owner.

In Witness Whereof, the \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, and countersigned by \_\_\_\_\_, its \_\_\_\_\_ at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

In the presence of: \_\_\_\_\_

(Witness) \_\_\_\_\_

(Witness) \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_ to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_  
My commission expires.  
My commission is permanent.

## CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN }  
                                  ;SS  
MILWAUKEE COUNTY }

I, SPENCER COGGS, being the duly elected, qualified and acting City Treasurer of the City of Milwaukee, certify that in accordance with the records in the office of the City Treasurer of the City of Milwaukee there are no unpaid taxes or unpaid special assessments on the land included in this Certified Survey Map.

\_\_\_\_\_  
DATE

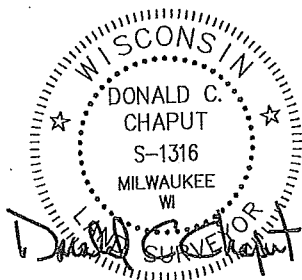
\_\_\_\_\_  
SPENCER COGGS, CITY TREASURER

## COMMON COUNCIL CERTIFICATE OF APPROVAL

I, certify that this Certified Survey Map was approved under Resolution File No. \_\_\_\_\_ adopted by the Common Council of the City of Milwaukee on \_\_\_\_\_.

\_\_\_\_\_  
JAMES R. OWCZARSKI, CITY CLERK

\_\_\_\_\_  
TOM BARRETT, MAYOR



This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

November 07, 2016  
Sheet 5 of 5 Sheets  
Survey No. 2433/far

**B-5**



# EX C. CSM No. 2

DLO # 3104

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

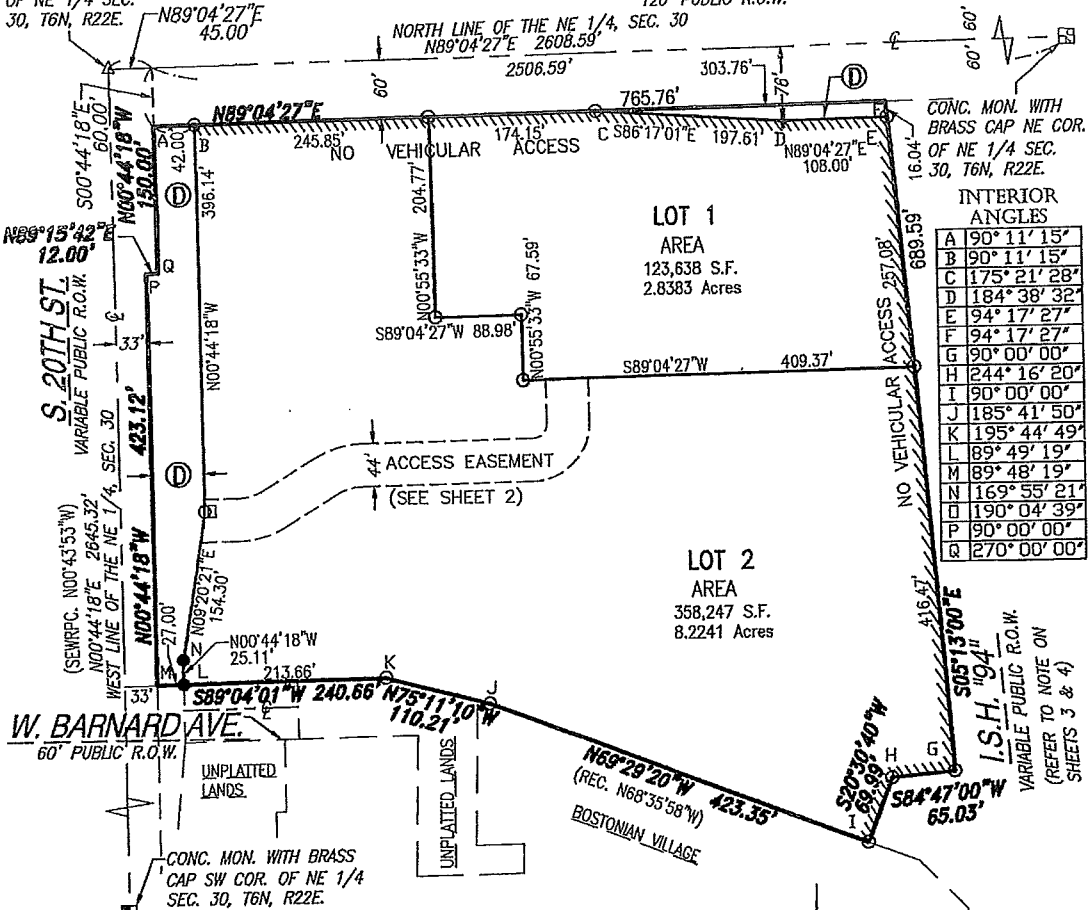
A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin. Tax Key: 624-9994-113-(Part)

Owner: Wisconsin Department of Transportation  
141 NW Barstow Street, Waukesha, WI 53187

PK. NAIL NW COR. OF NE 1/4 SEC. 30, T6N, R22E.

Site zone: Pending/LB1

**W. LAYTON AVE.**  
120' PUBLIC R.O.W.

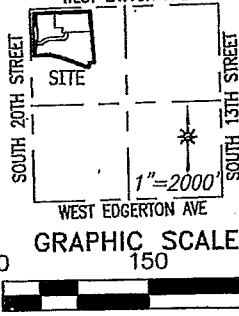


INTERIOR ANGLES

A	90° 11' 15"
B	90° 11' 15"
C	175° 21' 28"
D	184° 38' 32"
E	94° 17' 27"
F	94° 17' 27"
G	90° 00' 00"
H	244° 16' 20"
I	90° 00' 00"
J	185° 41' 50"
K	195° 44' 49"
L	89° 49' 19"
M	89° 48' 19"
N	169° 55' 21"
O	190° 04' 39"
P	90° 00' 00"
Q	270° 00' 00"

VICINITY MAP  
NE 1/4 SEC. 30-6-22  
WEST LAYTON AVE

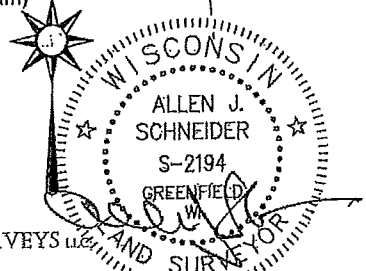
All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) in which the North line of the NE 1/4, Sec. 30 bears N89°04'27"E. (Jan. 2016 Datum)



### LEGEND

- Found 1" Iron Pipe
- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- + Found Chiseled Cross
- Ⓧ DEDICATION TO CITY OF MILWAUKEE FOR PUBLIC STREET PURPOSES

CHAPUT LAND SURVEYS  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com



This instrument was drafted by Allen J. Schneider  
Professional Land Surveyor S-2194

Date: March 17, 2017  
Sheet 1 of 7 Sheets  
Survey No. 2433/far

( IN FEET )  
1 inch = 150 ft

INFRASTRUCTURE SERVICES DIVISION
<i>Allen J. Schneider</i> 3/23/17
CENTRAL DRAFTING & RECORDS MANAGER
<i>Zafar J. J. J.</i> 3/23/17
ENGR. IN CHARGE ENVIRON. ENGR.
CORRECT
<i>Allen J. Schneider</i> 3/23/17
CITY ENGINEER APPROVED

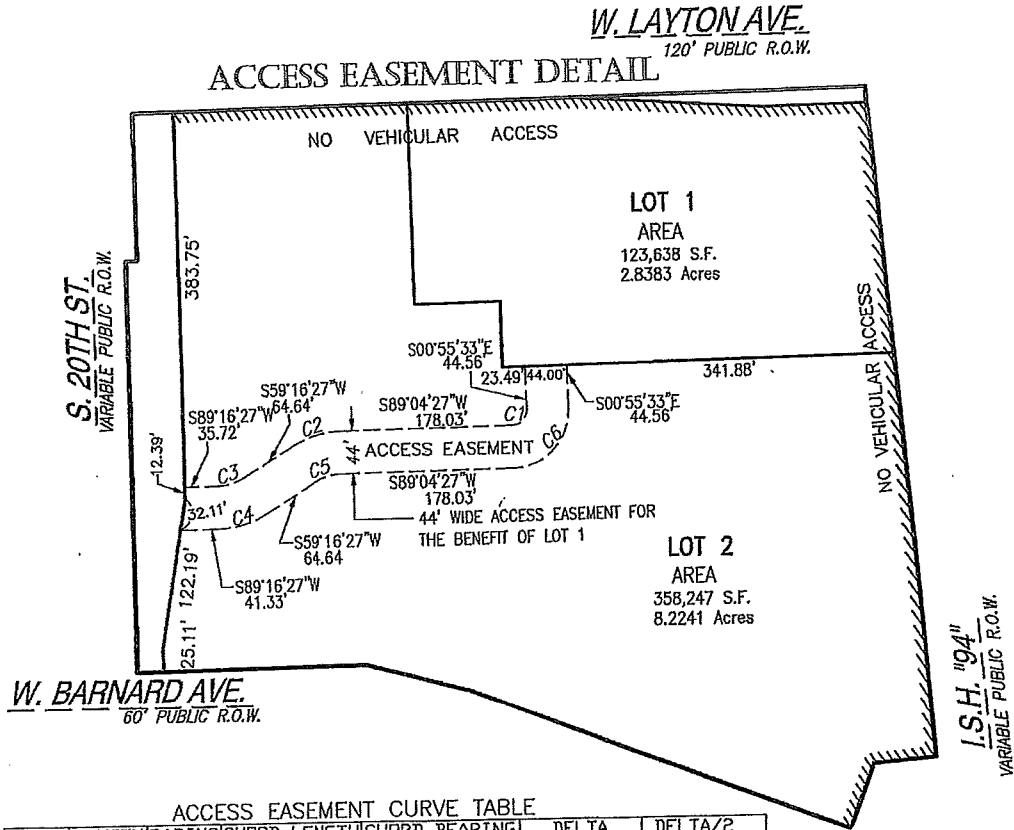
DEPARTMENT OF CITY DEVELOPMENT  
CITY OF MILWAUKEE

APR 22 2017  
STAFF APPROVED

C-1

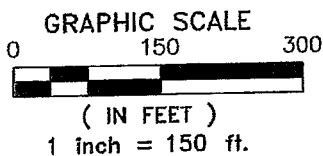
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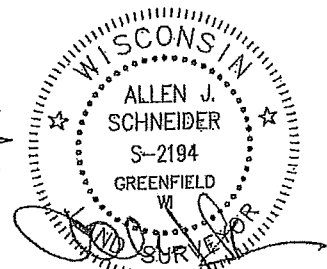
ACCESS EASEMENT CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA	DELTA/2
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C5	27.57'	53.00'	27.26'	S74°10'27"W	29°48'00"	14°54'
C6	92.68'	59.00'	83.44'	S44°04'27"W	90°00'00"	45°00'



**CHAPUT LAND SURVEYS LLC**  
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Date: March 17, 2017  
Sheet 2 of 7 Sheets  
Survey No. 2433/far

C-2

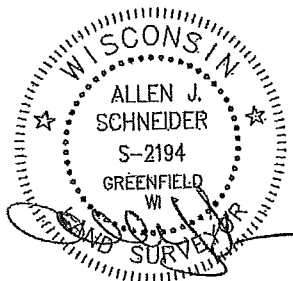
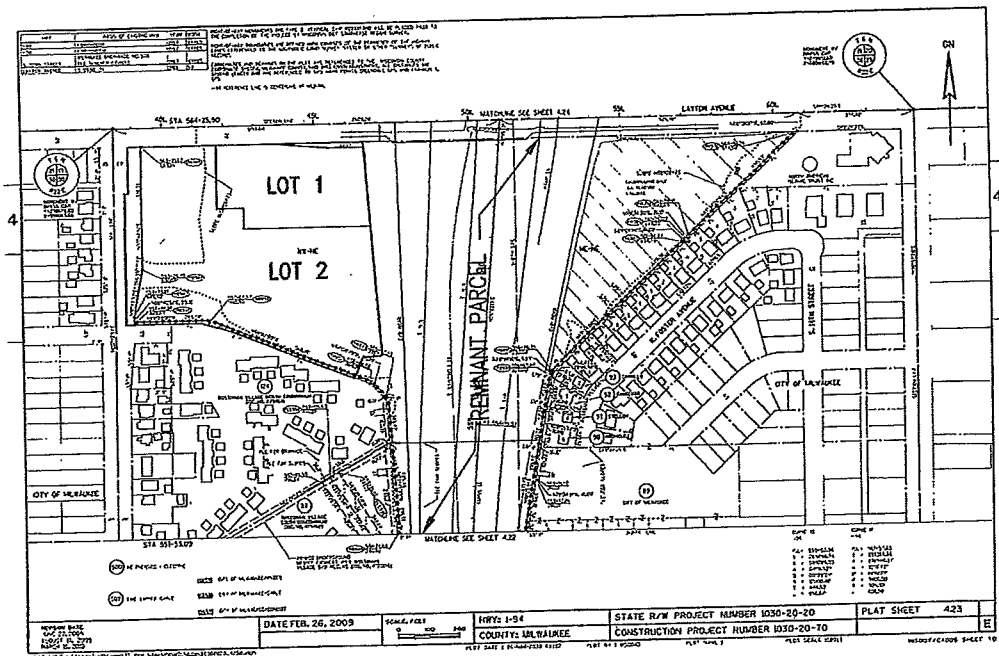
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A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

**NOTE**

Lots 1 and 2 being comprised of parts of Parcels 32, 42, and 43, and all of Parcels 36, 37, 38, 39, 40, and 41, State Project No. 1-94-5(3)314 (1957); these lands also being shown as part of the existing I-94 right-of-way on State Project No. 1030-20-20 dated 2-26-2009, last revised 3-15-2010; and Lots 1 and 2 being conveyed by WisDOT by deed pursuant to sec. 84.09(5), Wisconsin Statutes.

The following right-of-way plat is shown hereon as a condition of municipal approval and is for informational purposes only. Inclusion of this map in not intended encumber the subject property with easements, rights or restrictions, for any matters depicted hereon.



## CHAPUT LAND SURVEYS LLC

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Sheet 3 of 7 Sheets  
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C-3

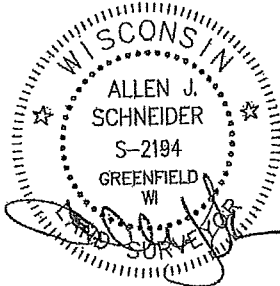
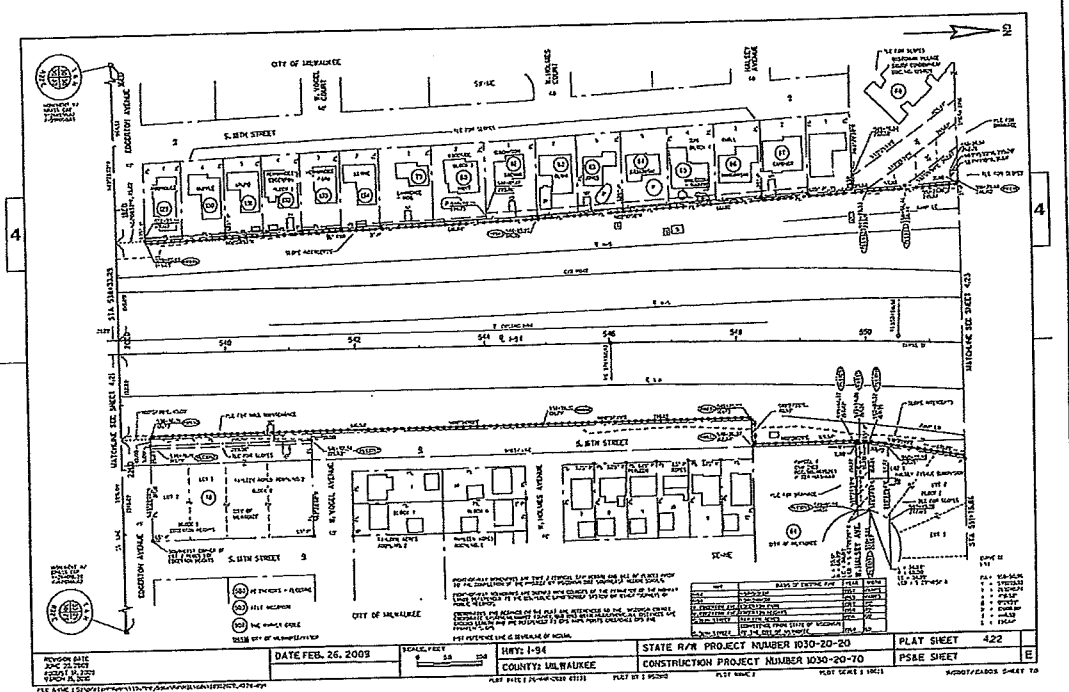
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### NOTE

Lots 1 and 2 being comprised of parts of Parcels 32, 42, and 43, and all of Parcels 36, 37, 38, 39, 40, and 41, State Project No. 1-94-5(3)314 (1957); these lands also being shown as part of the existing I-94 right-of-way on State Project No. 1030-20-20 dated 2-26-2009, last revised 3-15-2010; and Lots 1 and 2 being conveyed by WisDOT by deed pursuant to sec. 84.09(5), Wisconsin Statutes.

The following right-of-way plat is shown hereon as a condition of municipal approval and is for informational purposes only. Inclusion of this map in not intended encumber the subject property with easements, rights or restrictions, for any matters depicted hereon.



**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-234-8068  
 www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider  
 Professional Land Surveyor S-2194

Date: March 17, 2017  
 Sheet 4 of 7 Sheets  
 Survey No. 2433/for

C-4

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}  
:SS  
MILWAUKEE COUNTY}

I, ALLEN J. SCHNEIDER, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin, bound and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; thence North 89°04'27" East along the North line of said 1/4 Section 45.00 feet to a point; thence South 00°44'18" East 60.00 feet to a point on the Southerly line of West Layton Avenue and the point of beginning of lands described hereinafter; thence North 89°04'27" East along said Southerly line and parallel to said North line 765.76 feet to a point; thence South 05°13'00" East 689.59 feet to a point; thence South 84°47'00" West 65.03 feet to a point; thence South 20°30'40" West 69.99 feet to a point; thence North 69°29'20" West 423.35 feet to a point; thence North 75°11'10" West 110.21 feet to a point on the Easterly extension of the North line of West Barnard Avenue; thence South 89°04'01" West along said North line and its extension 240.66 feet to a point on the Easterly line of the South 20th Street; thence North 00°44'18" West along said easterly line 423.12 feet to a point; thence North 89°15'42" East along said easterly line 12.00 feet to a point; thence North 00°44'18" West along said easterly line 150.00 feet to the point of beginning.

Said lands as described contains 511,597 square feet or 11.7446 Acres.

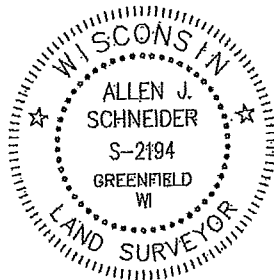
THAT I have made the survey, land division and map by the direction of Wisconsin Department of Transportation, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 119 of the Milwaukee Code in surveying, dividing and mapping the same.

March 17, 2017  
DATE

  
ALLEN J. SCHNEIDER  
PROFESSIONAL LAND SURVEYOR S-2194



C-5

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

## CORPORATE OWNER'S CERTIFICATE

Wisconsin Department of Transportation, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Chapter 119 of the Milwaukee Code of Ordinances.

In consideration of the approval of the map by the Common Council of the City of Milwaukee and in accordance with Chapter 119 of the Milwaukee Code, the undersigned agrees:

- a. That all utility lines to provide electric power and telephone services and cable television or communications systems lines or cables to all lots in the Certified Survey Map shall be installed underground in easements provided therefore, where feasible.
- b. That direct vehicular access from Lots 1 and 2 to West Layton Avenue and I.S.H. 94 is prohibited as delineated on the attached map.

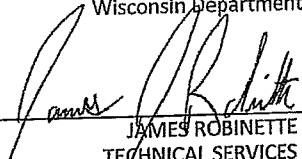
This agreement shall be binding on the undersigned and assigns.

The Wisconsin Department of Transportation does further certify that this map is required by S.236.10 OR 236.12 to be submitted to the following for approval or objection: City of Milwaukee

In Witness Where of, the Wisconsin Department of Transportation has caused these presents to be signed by James Robinette, its Technical Services Chief, at Waukesha, Wisconsin this 21<sup>st</sup> day of March, 2017


In the presence of:

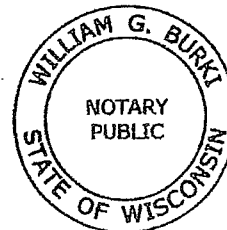
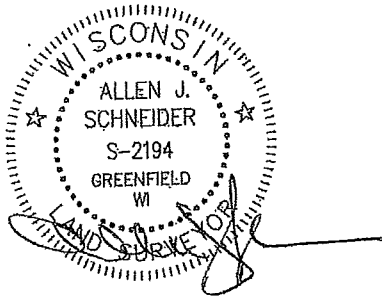
  
 \_\_\_\_\_  
 (Witness)

Wisconsin Department of Transportation  
  
 \_\_\_\_\_  
 JAMES ROBINETTE  
 TECHNICAL SERVICES CHIEF

STATE OF WISCONSIN)  
:SS  
WAUKESHA COUNTY)

Personally came before me this 21 day of MARCH, 2017, James Robinette, Technical Services Chief to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporate, by its authority.

  
 \_\_\_\_\_  
 Notary Public  
 State of WISCONSIN  
 My commission expires. 2/19/18  
 My commission is permanent.



C-6

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

## CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN }  
                                  :SS  
MILWAUKEE COUNTY }

I, SPENCER COGGS, being the duly elected, qualified and acting City Treasurer of the City of Milwaukee, certify that in accordance with the records in the office of the City Treasurer of the City of Milwaukee there are no unpaid taxes or unpaid special assessments on the land included in this Certified Survey Map.

03/28/17  
DATE

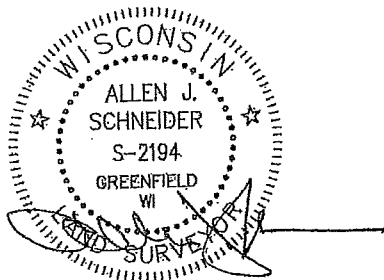
James J. Kujala, DEPUTY  
for SPENCER COGGS, CITY TREASURER

## COMMON COUNCIL CERTIFICATE OF APPROVAL

I, certify that this Certified Survey Map was approved under Resolution File No. \_\_\_\_\_ adopted by the Common Council of the City of Milwaukee on \_\_\_\_\_.

\_\_\_\_\_  
JAMES R. OWCZARSKI, CITY CLERK

\_\_\_\_\_  
TOM BARRETT, MAYOR



This instrument was drafted by Allen J. Schneider  
Professional Land Surveyor S-2194

Date: March 17, 2017  
Sheet 7 of 7 Sheets  
Survey No. 2433/far

C-7

# EX D. CSM No. 3

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

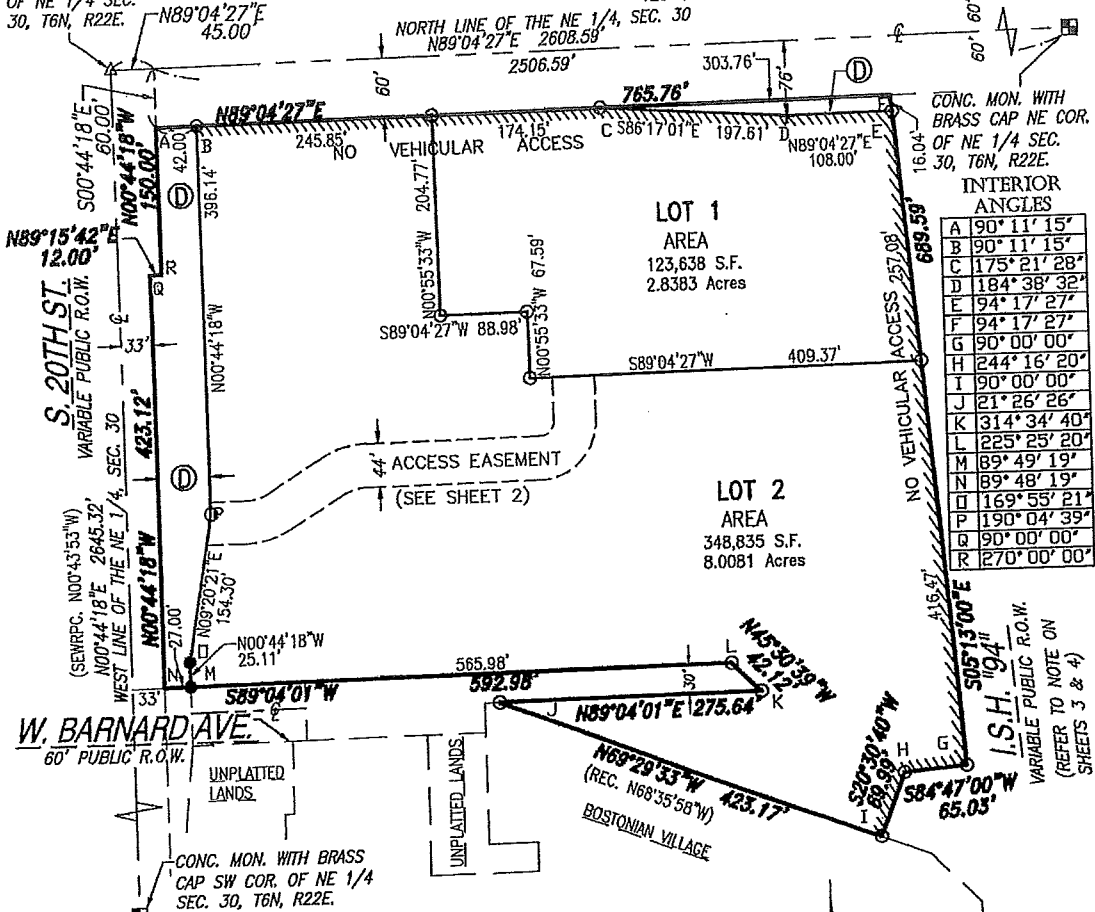
A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

Owner:  
Wisconsin Department of Transportation  
141 NW Barstow Street,  
Waukesha, WI 53187

PK. NAIL NW COR. OF NE 1/4 SEC. 30, T6N, R22E.

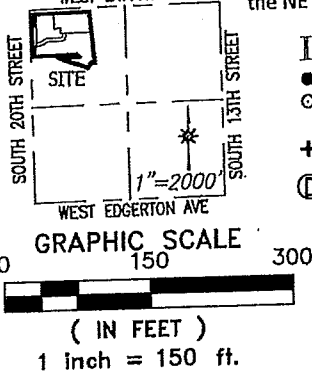
Tax Key: 624-9994-113-(Part)  
Site zone: Pending/LB1

**W. LAYTON AVE.**  
120' PUBLIC R.O.W.



VICINITY MAP  
NE 1/4 SEC. 30-6-22  
WEST LAYTON AVE

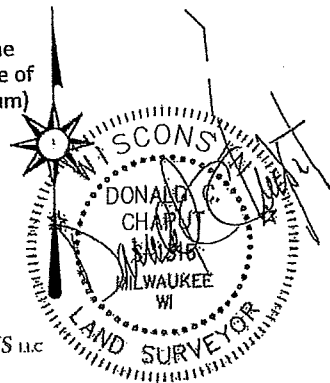
All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) in which the North line of the NE 1/4, Sec. 30 bears N89°04'27"E. (Jan. 2016 Datum)



### LEGEND

- Found 1" Iron Pipe
- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- + Found Chiseled Cross
- Ⓧ DEDICATION TO CITY OF MILWAUKEE FOR PUBLIC STREET PURPOSES

29,712 S.F. **CHAPUT LAND SURVEYS** LLC  
0.6820 Acres  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com



Date: June 14, 2017  
Sheet 1 of 7 Sheets  
Survey No. 2433/far

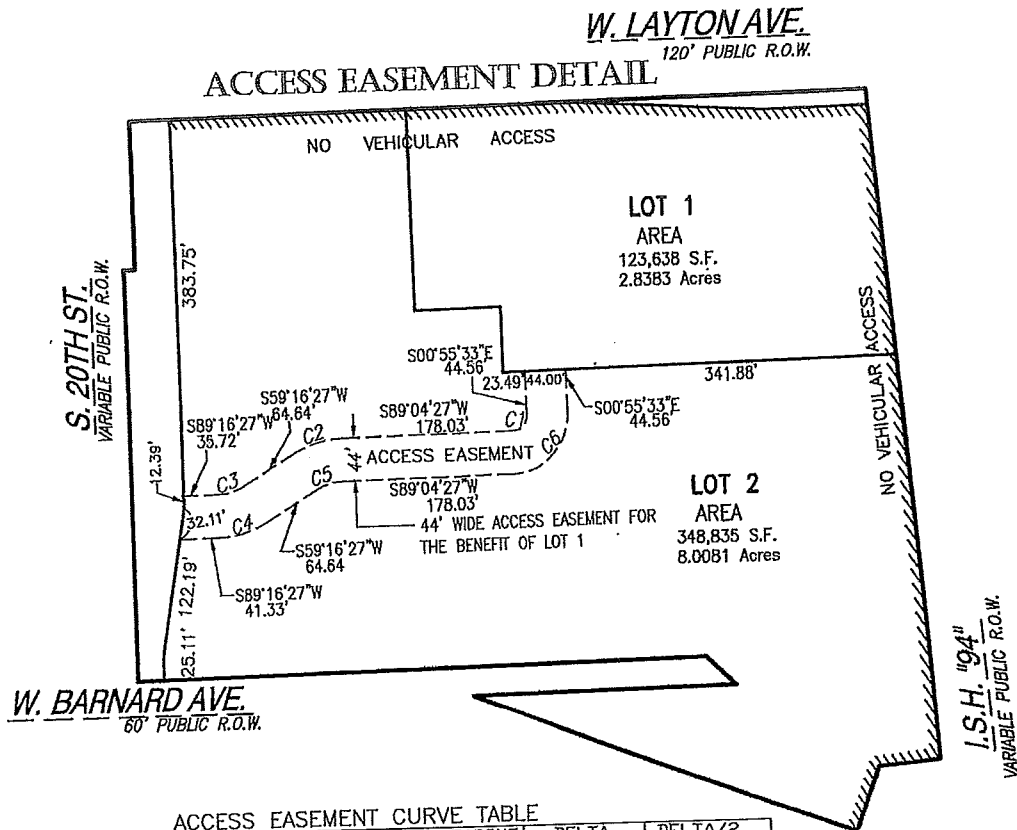
This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

D-1



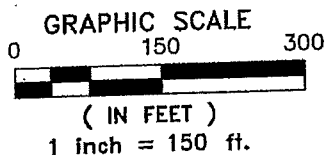
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.



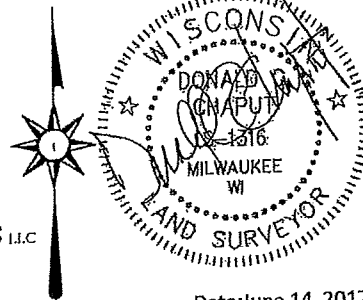
ACCESS EASEMENT CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA	DELTA/2
C1	23.56'	15.00'	21.21'	S44° 04' 27" W	90° 00' 00"	45° 00'
C2	50.45'	97.00'	49.88'	S74° 10' 27" W	29° 48' 00"	14° 54'
C3	27.75'	53.00'	27.43'	S74° 16' 27" W	30° 00' 00"	15° 00'
C4	50.79'	97.00'	50.21'	S74° 16' 27" W	30° 00' 00"	15° 00'
C5	27.57'	53.00'	27.26'	S74° 10' 27" W	29° 48' 00"	14° 54'
C6	92.68'	59.00'	83.44'	S44° 04' 27" W	90° 00' 00"	45° 00'



**CHAPUT LAND SURVEYS I.L.C.**  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316



Date: June 14, 2017  
Sheet 2 of 7 Sheets  
Survey No. 2433/far

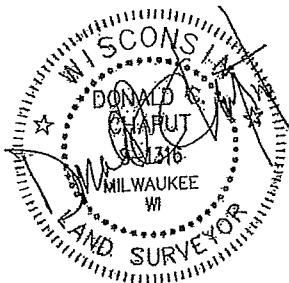
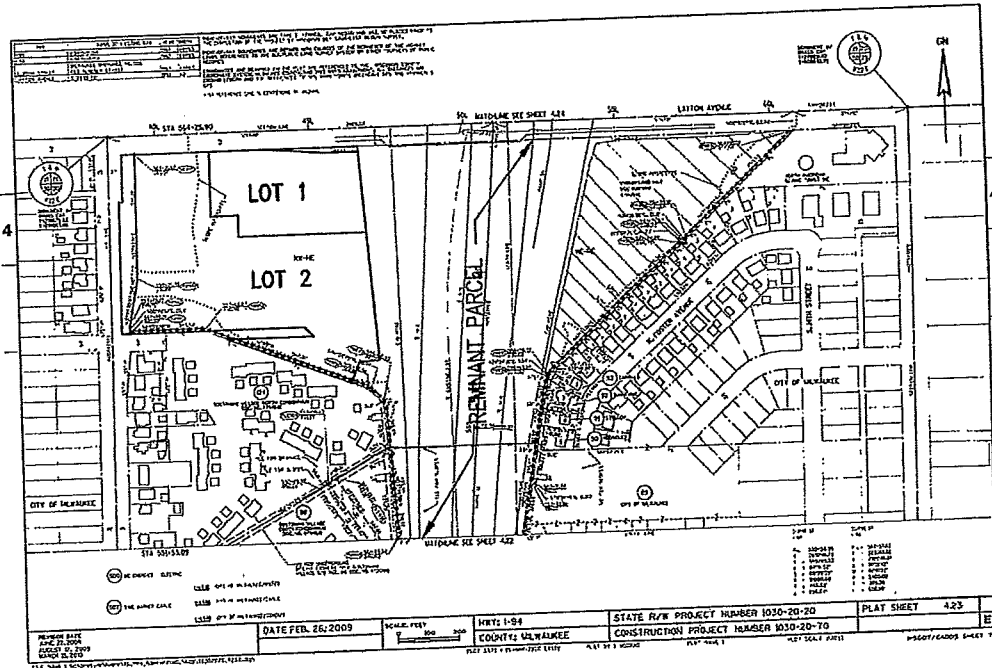
D-2

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

NOTE  
 Lots 1 and 2 being comprised of parts of Parcels 32, 42, and 43, and all of Parcels 36, 37, 38, 39, 40, and 41, State Project No. 1-94-5(3)314 (1957); these lands also being shown as part of the existing 1-94 right-of-way on State Project No. 1030-20-20 dated 2-26-2009, last revised 3-15-2010; and Lots 1 and 2 being conveyed by WisDOT by deed pursuant to sec. 84.09(5), Wisconsin Statutes.

The following right-of-way plat is shown hereon as a condition of municipal approval and is for informational purposes only. Inclusion of this map in not intended encumber the subject property with easements, rights or restrictions, for any matters depicted hereon.



## CHAPUT LAND SURVEYS LLC

234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput  
 Professional Land Surveyor S-1316

Date: June 14, 2017  
 Sheet 3 of 7 Sheets  
 Survey No. 2433/far

D-3

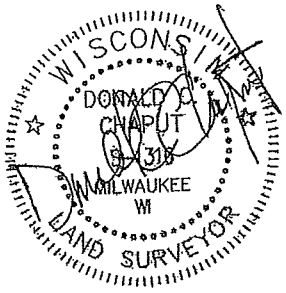
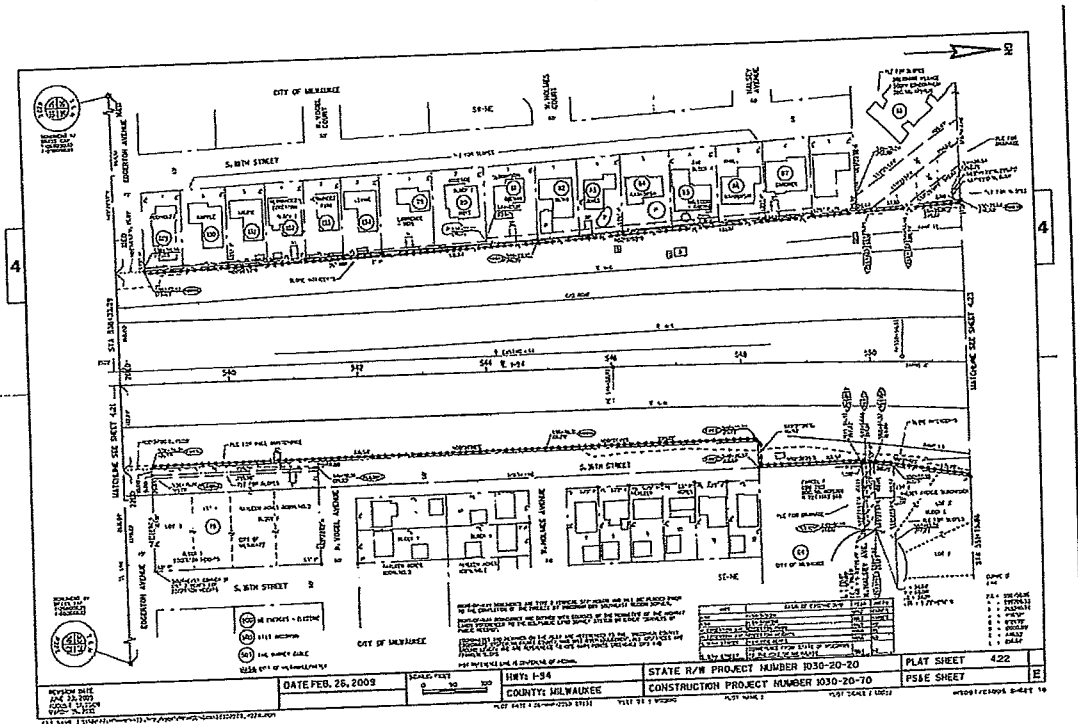
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

**NOTE**

Lots 1 and 2 being comprised of parts of Parcels 32, 42, and 43, and all of Parcels 36, 37, 38, 39, 40, and 41, State Project No. 1-94-5(3)314 (1957); these lands also being shown as part of the existing I-94 right-of-way on State Project No. 1030-20-20 dated 2-26-2009, last revised 3-15-2010; and Lots 1 and 2 being conveyed by WisDOT by deed pursuant to sec. 84.09(5), Wisconsin Statutes.

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**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput  
 Professional Land Surveyor S-1316

Date: June 14, 2017  
 Sheet 4 of 7 Sheets  
 Survey No. 2433/far

D-4

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}  
  :SS  
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; thence North 89°04'27" East along the North line of said 1/4 Section 45.00 feet to a point; thence South 00°44'18" East 60.00 feet to a point on the Southerly line of West Layton Avenue and the point of beginning of lands described hereinafter; thence North 89°04'27" East along said Southerly line and parallel to said North line 765.76 feet to a point; thence South 05°13'00" East 689.59 feet to a point; thence South 84°47'00" West 65.03 feet to a point; thence South 20°30'40" West 69.99 feet to a point; thence North 69°29'33" West 423.17 feet to a point; thence North 89°04'01" East 275.64 feet to a point; thence North 45°30'39" West 42.12 feet to a point; thence South 89°04'01" West 592.98 feet on the Easterly line of the South 20th Street; thence North 00°44'18" West along said easterly line 423.12 feet to a point; thence North 89°15'42" East along said easterly line 12.00 feet to a point; thence North 00°44'18" West along said easterly line 150.00 feet to the point of beginning.


Said lands as described contains 502,185 square feet or 11.5285 Acres.

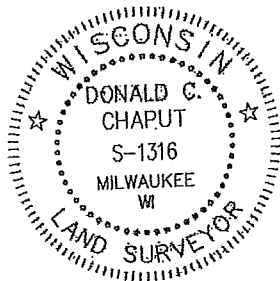
THAT I have made the survey, land division and map by the direction of Wisconsin Department of Transportation, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 119 of the Milwaukee Code in surveying, dividing and mapping the same.

June 14, 2017  
DATE

  
DONALD C. CHAPUT  
PROFESSIONAL LAND SURVEYOR S-1316



D-5

This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

Sheet 5 of 7 Sheets  
Survey No. 2433/far

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

## CORPORATE OWNER'S CERTIFICATE

Wisconsin Department of Transportation, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Chapter 119 of the Milwaukee Code of Ordinances.

In consideration of the approval of the map by the Common Council of the City of Milwaukee and in accordance with Chapter 119 of the Milwaukee Code, the undersigned agrees:

a. That all utility lines to provide electric power and telephone services and cable television or communications systems lines or cables to all lots in the Certified Survey Map shall be installed underground in easements provided therefore, where feasible.

b. That direct vehicular access from Lots 1 and 2 to West Layton Avenue and I.S.H. 94 is prohibited as delineated on the attached map.

This agreement shall be binding on the undersigned and assigns.

The Wisconsin Department of Transportation does further certify that this map is required by S.236.10 OR 236.12 to be submitted to the following for approval or objection: City of Milwaukee

In Witness Where of, the Wisconsin Department of Transportation has caused these presents to be signed by James Robinette, its Technical Services Chief, at Waukesha, Wisconsin this 15<sup>th</sup> day of June, 2017

In the presence of:

[Signature]  
(Witness)

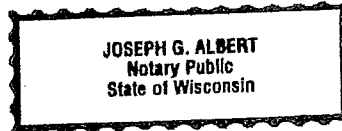
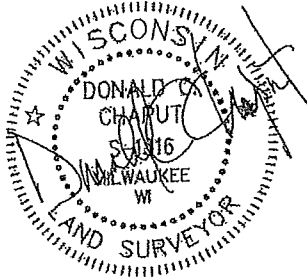
Wisconsin Department of Transportation

[Signature]  
JAMES ROBINETTE  
TECHNICAL SERVICES CHIEF

STATE OF WISCONSIN }  
                                  } SS  
WAUKESHA                  }  
                                  } COUNTY

Personally came before me this 15<sup>th</sup> day of JUNE, 2017, James Robinette, Technical Services Chief to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporate, by its authority.

[Signature]  
Notary Public  
State of WISCONSIN  
My commission expires. 3/9/2020  
My commission is permanent.



D-6

This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

Date: June 14, 2017  
Sheet 6 of 7 Sheets  
Survey No. 2433/far

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of that part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

## CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN }  
                                  } SS  
MILWAUKEE COUNTY }

I, SPENCER COGGS, being the duly elected, qualified and acting City Treasurer of the City of Milwaukee, certify that in accordance with the records in the office of the City Treasurer of the City of Milwaukee there are no unpaid taxes or unpaid special assessments on the land included in this Certified Survey Map.

\_\_\_\_\_  
DATE

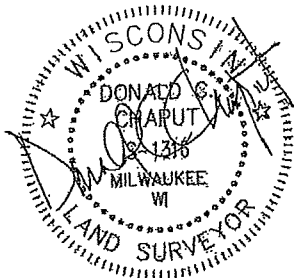
\_\_\_\_\_  
SPENCER COGGS, CITY TREASURER

## COMMON COUNCIL CERTIFICATE OF APPROVAL

I, certify that this Certified Survey Map was approved under Resolution File No. \_\_\_\_\_ adopted by the Common Council of the City of Milwaukee on \_\_\_\_\_.

\_\_\_\_\_  
JAMES R. OWCZARSKI, CITY CLERK

\_\_\_\_\_  
TOM BARRETT, MAYOR



D-7

This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

Date: June 14, 2017  
Sheet 7 of 7 Sheets  
Survey No. 2433/far

# EX.E. OFFER

## REAL ESTATE SALE AND PURCHASE CONTRACT

This Real Estate Sale and Purchase Contract ("Contract") is entered into by and between the Purchaser and Seller, to be effective as of the date the Contract is fully executed by both parties and Purchaser has received from Seller an original or fax of the fully signed Contract ("Effective Date"):

### 1. Basic Terms and Information.

- a. **Purchaser:** WoodSpring Suites Milwaukee MKE Airport LLC, a Kansas limited liability company, and/or its assigns; 8621 E. 21st Street N., Suite 250, Wichita, Kansas 67206; Facsimile: 316.634.0677. Attn.: Billy Zebe, phone and email: 702.468.0607/bzebe@woodspring.com; and also Attn: Scott Bixler, phone and email: 316.630.5511/sbixler@woodspring.com.
- b. **Seller:** Wisconsin Department of Transportation; Attn: Mark Krause; 4802 Sheboygan Avenue, Room 501, Madison, Wisconsin 53707; Phone: 608.266.2572; Facsimile: 608.267.7856; Email: mark.krause@wi.dot.gov.
- c. **Property:** Approximately 11.24 acres (6.636 acres which are usable) located at the southeast corner of Layton Avenue and South 20<sup>th</sup> Street with common address of 1701 W. Layton Avenue, Milwaukee, Milwaukee County, Wisconsin, as further described or otherwise illustrated on Exhibit A.
- d. **Purchase Price:** [REDACTED]
- e. **Earnest Money Deposit:** [REDACTED] as earnest money. Notwithstanding anything in this Contract to the contrary, [REDACTED] of the Earnest Money Deposit is delivered to the Escrow Company for delivery by the Escrow Company to Seller as Independent Contract Consideration which has been bargained for and agreed to as consideration for Seller's execution and delivery of this Contract. The Independent Contract Consideration is nonrefundable to Purchaser, but applicable to the Purchase Price at Closing.
- f. **Deposit:** The Earnest Money Deposit and any additional deposits made by Purchaser, plus interest earned on both. If Closing occurs, then the Deposit shall be applied to the payment of the Purchase Price at Closing. In the event this Contract is terminated for a diligence, entitlement, or feasibility reason, or in the event Seller is in default pursuant to Section 11.b., or the failure of a condition precedent pursuant to Section 9, or pursuant to any other Purchaser termination right herein, the Deposit shall be promptly returned to Purchaser, and Seller shall execute any release of the Deposit as may be requested by Purchaser or the Title Company within three (3) days of receipt of such request. Otherwise, the Deposit shall become nonrefundable to Purchaser upon expiration of the Inspection Period.
- g. **Title Company:** National Secured Title; Attn. Kevin Mohr, 232 N. Mead, Wichita, Kansas, 67202; Phone: 316.262.8261; Facsimile: 316.262.5925. Email: [kmohr@nationalsecured.com](mailto:kmohr@nationalsecured.com); OR such other title company of Purchaser's choice.
- h. **Inspection Period:** The two hundred and forty (240) day time period following the Effective Date. Purchaser shall have the option to extend the Inspection Period twice by sixty (60) days. To exercise an Inspection

Period Extension Option, prior to the expiration of the Inspection Period (as it may be extended), Purchaser shall notify Seller and the Title Company of such exercise.

ii. **Closing or Closing Date:** The date for consummation of the transaction contemplated by this Contract which shall occur via escrow at the Title Company within thirty (30) days of expiration of the Inspection Period, or such earlier date as Purchaser may designate to Seller and the Title Company. Purchaser shall have the option to extend the Closing Date twice by thirty (30) days. To exercise a Closing Date Extension Option, prior to the Closing Date (as it may be extended), Purchaser shall notify Seller and the Title Company of such exercise. In the event the Closing Date would occur between October 1<sup>st</sup> and February 28<sup>th</sup> (regardless of whether any extension options are exercised), at Purchaser's election, the Closing Date will be extended to the following March 1.

j. **Seller's Broker:** Kurt Klapperich, CBRE, Inc., 777 E. Wisconsin Avenue, Milwaukee WI 53202; Phone: 414.274.1616; Facsimile: 414.273.4382; Email: [kurt.klapperich@cbre.com](mailto:kurt.klapperich@cbre.com).

k. **Purchaser's Broker:** Paul C. Bower, Newark Grubb Knight Frank, 500 W. Monroe, Chicago, Illinois 60661; Phone: 614.284.1099 (cell); Email: [pbower@ngkf.com](mailto:pbower@ngkf.com); and Peter Glaser, CBRE Inc. 777 E. Wisconsin Avenue, Milwaukee WI 53202; Phone: 414.274.1638; Facsimile: 414.273.4382; Email: [peter.glaser@cbre.com](mailto:peter.glaser@cbre.com).

2. **Purchase and Sale.** In consideration of the independent Contract Consideration, the time and funds Purchaser will expend conducting diligence, and other agreements and covenants in this Contract, Seller agrees to sell and Purchaser agrees to buy, subject to the terms contained herein, the Property, together with all of the rights and appurtenances thereto, including any right, title and interest of Seller in and to any easements and leases benefiting the Property that Purchaser accepts; and (c) any improvements, fixtures and personal property located on the Property that Purchaser accepts.

3. **Purchase Price.** Subject to the other provisions of this Contract, Purchaser will pay the Purchase Price in immediately available funds to Seller at Closing.

4. **Earnest Money Deposit.** Within ten (10) business days after the Effective Date, Purchaser shall deliver the Earnest Money Deposit to the Title Company. The Deposit shall be held by the Title Company and disposed of as provided for in this Contract.

5. **Inspection Period.**

a. During the Inspection Period, Purchaser shall have the opportunity to physically inspect and to cause one or more engineers, environmental consultants or other representatives of Purchaser to physically inspect the Property to determine the adequacy and feasibility of the Property for the Purchaser's intended use, including but not limited to procuring surveys, conducting Phase I and/or Phase II environmental site assessments, conducting geotechnical, other soil, groundwater and surface water testing, and conducting other environmental inspections and testing related to the environmental condition of the Property, and any improvements located on the Property (collectively the "Inspections"). Seller shall cooperate with Purchaser in all reasonable respects with respect to Purchaser's performance of the Inspections including, without limitation, providing Purchaser necessary access to the Property and Property Improvements. Purchaser may



cut and remove any trees, shrubs, grass and other vegetation (collectively "Vegetation") on the Property as may be reasonably necessary for Purchaser to complete its inspections, and Purchaser shall not be obligated to restore or replant any such removed, destroyed or damaged Vegetation. Notwithstanding the preceding sentence, if Purchaser does not close on the purchase of the Property due to a reason other than a Seller default, Purchaser shall promptly and reasonably repair any material damage to the Property which was caused by the inspections; provided however, that Purchaser shall not be obligated to repair any damage which was caused by an activity to which Seller specifically consented. Trees to remain during Inspection Period.

- b. During the Inspection Period, Purchaser shall also have the opportunity to acquire all Approvals that Purchaser deems necessary or desirable for the construction and business operation of all proposed improvements on the Property including, without limitation, building permits, architectural approvals by private groups, rezoning, wetlands approvals or waivers, zoning changes, variances, special use permits, legal description changes, parking, curb cuts, signage in accordance with Purchaser's signage requirements, storm water drainage and retention, and any other licenses, authorizations, permits, waivers and governmental approvals (each hereinafter an "Approval," and collectively the "Approvals").

If Purchaser either does not obtain all Approvals, or determines that the Property is unfit for its purposes during the Inspection Period, Purchaser may terminate this Contract by delivering written notice thereof to Seller no later than one (1) day following the expiration of the Inspection Period.

- c. Except as otherwise provided in this Contract, Purchaser agrees to indemnify and hold Seller, its tenants, contractors and employees harmless from any and all liens, claims, liabilities or damages sustained by or threatened against Seller which are caused by any inspections or which result from or arise out of the entry of Purchaser or its representatives onto the Property. Notwithstanding the preceding sentence, such indemnity obligation shall not cover or extend to (a) any claims of diminution in the value of the Property as a consequence of the results revealed by the inspections or other tests; or (b) the exposure or release of Hazardous Substances (as defined herein) or materials located in, on, or under the Property unless introduced to the area by Purchaser, or Purchaser's agents, employees or contractors. Seller agrees to cooperate with and affirmatively assist Purchaser, in making the inspections, to execute any and all applications/petitions/plats; provided, however, that Purchaser shall bear all of Seller's out-of-pocket expenses incidental thereto which have been approved in writing by Purchaser.

6. **Title and Survey Review.** Purchaser, at its cost, may obtain a current ALTA survey of the Property ("Survey"). Purchaser may also acquire from the Title Company a commitment (the "Commitment") to provide extended coverage ALTA owners and lenders title insurance policies (collectively the "Policies"), along with copies of all the record instruments affecting the Property that are described in the Commitment (the "Exception Documents"). Purchaser shall advise Seller in writing of any objections to and/or requirements regarding said Commitment, any Exception Document, and/or the Survey, including any endorsements to the Policies (collectively "Objections") before expiration of the Inspection Period. Within 30 days of Seller's receipt of Purchaser's Objections (the "Seller Cure Period"), Seller shall provide Purchaser a written response regarding Seller's plan to cure each Objection to Purchaser's satisfaction. In such response, Seller shall meet to the Title Company's satisfaction all requirements made by the Title Company to issue the Policies ("Seller Requirements"). If during the Seller Cure Period Seller does not cure or promise in writing to cure all Objections to Purchaser's satisfaction, at any time thereafter Purchaser may either (a) terminate this Contract (a "Title-Related Termination Event"); or (b) close on the Property subject to such uncured Objections, and

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subject to Seller meeting at Closing all Seller Requirements to the Title Company's satisfaction, except that Purchaser may pay off and cause to be released at Closing any uncured Objection or Seller Requirement that is a monetary lien or encumbrance against the Property and that is included as an exception to any of the Policies, and reduce the Purchase Price by such payoff amount. Should the Property be subject to any covenants and/or restrictions, or will become subject thereto at Closing, Purchaser shall be provided with a copy of these Instruments within thirty (30) days after Seller becomes aware of such Instruments and then Purchaser shall have a reasonable opportunity to review and object to such Instruments in the manner provided above.

7. Easements, Post-Closing Obligations, and Other Agreements. No later than fifteen (15) days before expiration of the Inspection Period, Seller shall either execute and deliver to Purchaser the agreement(s) set forth in Exhibit B to this Contract, or provide a written binding agreement to do so upon Closing. If Purchaser determines during the Inspection Period that any covenants, easements, agreements or benefiting rights (collectively "Development Terms") are required or desired related to the Property, in addition to the Development Terms listed on attached Exhibit B, Seller agrees to grant, or obtain from the relevant third party as applicable, the Development Terms identified by Purchaser. The form of all such agreement(s) will be prepared by Purchaser.

8. Seller's Representations, Warranties, and Covenants.

- a. Seller represents and warrants to Purchaser that, from the Effective Date through the Closing Date:
- i. Seller is the sole owner, and has the full right, power and authority to sell and convey the Property to Purchaser as provided in this Contract and to carry out Seller's obligations hereunder. All requisite corporate or other actions necessary to authorize Seller to enter into this Contract and to perform its obligations hereunder have been taken; the joinder of no person or entity other than Seller will be necessary to convey the Property fully and completely to Purchaser at Closing; and the execution and delivery of this Contract and the consummation of the transaction herein contemplated will not conflict with, or with notice or passage of time, or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, contract, or instrument to which Seller is a party or by which Seller or Seller's property, including without limitation the Property, is bound.
  - ii. Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445 and any related regulations, and at the Closing, Purchaser will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.
  - iii. Seller is not in default in respect to any of its obligations or liabilities pertaining to the Property, including but not limited to any leases of the Property, nor is there any state of facts, circumstances, conditions or events which, after notice or lapse of time or both, would constitute or result in any such default.
  - iv. Seller has received no notice of and has no knowledge of any existing, proposed or contemplated condemnation or eminent domain actions of any type, or special assessments of any type that are not yet shown on the public tax rolls, or proposed public improvement affecting any portion of the Property. There are no actions, suits, proceedings, orders or investigations pending or, to the best of Seller's knowledge, threatened against or affecting Seller at law or in equity, or before or by any governmental body which might adversely affect Seller's performance under this Contract.
  - v. Purchaser will not, by virtue of taking ownership of the Property, be required to assume any environmental liability upon Closing due to a prior owner of the Property (including Seller) contractually, or by operation of law, assuming such liability.
  - vi. Seller represents that the berm on the Property contains highway materials within it.
  - vii. INTENTIONALLY DELETED.

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- viii. The Property has access to an existing open public adjoining street that is paved and completed to standards required to service the proposed project, and the Property is not encumbered by an express or implied easement, right of way, encroachment or other claim of right to use the Property which affects more than thirty (30) feet from the Property boundary line.
- ix. Seller has delivered to Purchaser legible copies of all information in the possession of, or readily available to, Seller or its agents, officers or consultants, concerning the Property, including, without limitation; any and all permit applications; permits; site plans; surveys; title work; title insurance policies; civil engineering plans, reports and related studies; utility plans and specifications; soil and geotechnical reports (including a reliance letter addressed to Purchaser); and any Phase I and/or Phase II environmental reports and any other environmental reports or documents related to the environmental condition of the Property or Seller's compliance with Environmental Laws with respect to the Property, including copies of any records, correspondence, notices of violations, orders, consent agreements, consent orders or reports concerning spills, releases or presence of any Hazardous Substance on or near the Property. To the extent any of the foregoing items are not in Seller's possession or readily available to Seller when Seller executes this Contract, then Seller will promptly provide legible copies to Purchaser upon becoming aware of such information.
- x. There are no adverse or other parties in possession of the Property or any part thereof.
- xi. Other than as is of record, no party has been granted any right of purchase, option, license, lease or other right or interest relating to the use or possession of the Property, or any part thereof, and the Property is not subject to any contract or limitation of any kind.
- xii. After the Effective Date, Seller will not encumber the Property with new covenants, restrictions or easements.
- xiii. The Property is not subject to an association, covenant or easement granting a private party any use or site approval rights, or subjecting the Property to any shared costs, fees or assessments.
- xiv. The Property does not share a tax parcel with any other property.
- b. Seller represents and warrants to Purchaser that, from the Effective Date through the Closing Date, to the best of Seller's actual knowledge (if Seller is an entity or trust, "Seller's actual knowledge" means the actual knowledge of the officers, directors, managers, general partners, managing members and trustees of such entity or trust):
- i. There are no utility moratoriums currently in effect or proposed that impact or would impact the Property.
  - ii. There is no condition existing with respect to the Property, or any part thereof, including any environmental condition, which violates any federal, state, or local laws or regulations.
  - iii. The Property is in compliance with all applicable Environmental Laws, and does not contain, no activity upon the Property has produced, and the Property has not been used in any manner for the generation, storage, or treatment for disposal of, any Hazardous Substance. The Property does not contain underground storage tanks of any kind; there are no pending or threatened actions, claims or administrative proceedings initiated by any governmental entity or any private party relating to the Property alleging violation(s) of Environmental Law and Seller has not received notice in any form of any such action, claim or proceeding; and, there have been no releases of Hazardous Substances at, on, under or in the vicinity of the Property. As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive, radioactive, or corrosive, and any substance, pollutant, contaminant or waste which is regulated by any local government, the State in which the Property is located, or the United States government, including but not limited to asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum by-products. As used herein, "Environmental Laws" means all laws, including statutes,

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- regulations, ordinances, orders and requirements, of any local government, the State in which the Property is located, and the United States, or any agency or authority thereof, relating to the generation, handling, storage, treatment, disposal or discharge of any pollutant, contaminant, or solid or hazardous waste, or otherwise relating to the environment or Hazardous Substances, now or at any time hereafter in effect.
- iv. During any of the five (5) years prior to the Effective Date, the Property has not been (a) subjected to any special use valuation or exemption for purposes of assessment and/or ad valorem taxes; or (b) subjected to any special taxes, assessments or other fees, for new improvements or otherwise, other than those taxes, assessments and fees already showing on the most recent property tax statement.
  - v. None of the following are present on or otherwise affect the Property: jurisdictional wetlands, potential wetlands, or other jurisdictional waters of the United States, endangered species habitat(s), deforestation, required green space, required preservation of trees, Vegetation or other things located on the Property, or any other condition which may limit Purchaser from improving the Property or hard-surfacing a portion of the Property, or that would otherwise require Purchaser to perform any mitigation for restoration activities.

**OTHER THAN AS STATED ABOVE, THE PROPERTY IS BEING SOLD "AS IS."**

- c. During the pendency of this Contract, Seller shall not without the written consent of Purchaser, agree to or grant with respect to the Property (or cause or permit to be filed against the Property) any of the following: a conveyance of an interest in or to the Property, easements, rights-of-way, restrictions of use, rights of occupancy, liens (except those liens that will be removed by Seller prior to or upon Closing), any petition of any governmental authority for public improvements that would result in any special assessment, or any other item affecting the Property which could have a material use or economic impact on Purchaser's development or use of the Property.

d. If any representation or warranty of Seller under this Contract is untrue on the Effective Date, or fails to remain true as required herein, at Purchaser's option, 1) the Inspection Period may be extended on a day-for-day basis for a period of time equal to from the day that the breach is discovered until the day that the breach is cured; or 2) require Seller to indemnify and hold harmless Purchaser and each of its officers, members, managers, successors and assigns from and against any and all damages, losses, obligations, liabilities, claims, actions and costs and expenses (including but not limited to court costs and attorneys fees) suffered, sustained, incurred or required to be paid due to such failure.

9. **Conditions Precedent to Closing.** The obligation of Purchaser to close under this Contract is subject to all of the following conditions, any one or more of which may be waived by Purchaser:

- a. Seller shall have performed and complied with all agreements and covenants required by this Contract to be performed by it prior to or on the Closing; each representation and warranty made in this Contract by Seller shall be true in all material respects from the Effective Date through the Closing Date; and by the Closing Seller shall have executed, or had executed, and delivered to Purchaser all documents which are required by this Contract to be delivered to Purchaser.
- b. Seller shall also deliver at Closing an affidavit of non-foreign status, any documentation necessary to satisfy any Objection or Seller Requirement not waived in writing by Purchaser, and such other documents as are usually and customarily required by either the Title Company or a purchaser to close such transactions.

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- c. The Title Company shall be willing to issue the Policies to be effective as of the Closing Date, and deliver such Policies on the Closing Date (or within a customary time thereafter that is reasonably acceptable to Purchaser and any lender), in conformity with all Seller Requirements and Objections, including that the Property shall have adequate and insurable access to a public right of way and that any necessary access easements shall be in place.
- d. All Approvals sought by Purchaser during the Inspection Period have been obtained.
- e. There shall not have been any material adverse change since the expiration of the Inspection Period regarding the condition of the Property, any laws and restrictions affecting the Property, the availability or adequacy of utilities or services to the Property, the Approvals, or any other issue which would reasonably prevent Purchaser from using the Property for Purchaser's Intended purposes.
- f. In the event that any of the foregoing conditions to Purchaser's obligations have not been met as of the Closing Date, Purchaser at its option and its sole discretion may elect to either (i) terminate this Contract, in which event the Deposit shall be fully refunded to Purchaser and the parties shall be released from all further obligations hereunder; (ii) extend the Closing Date for a period not to exceed sixty (60) days to diligently pursue and satisfy any unsatisfied conditions; provided however, if additional time is reasonably required to remedy the failure to meet a condition precedent to Closing due in full or in part to either Seller or a third party, Purchaser shall have such additional time as may be reasonable to remedy such failure, provided that Purchaser commences the remedy during the initial sixty (60) day period and uses commercially reasonable efforts under the circumstances to remedy the failure to completion; or (iii) waive any unsatisfied conditions and proceed to close the transaction. If Purchaser elects to extend the Closing Date pursuant to option (ii) above, such election shall not constitute a waiver of Purchaser's right to thereafter exercise its rights under parts (i) and (iii) above if the conditions are still not satisfied at the end of the extended period.

**10. Closing; Possession; Transaction Costs.** Subject to the satisfaction of the conditions precedent to Closing set forth in Section 9 above, Closing shall consist of the delivery of a General Warranty Deed for the Property from Seller to Purchaser ("Deed"), the payment by Purchaser of the Purchase Price, subject to all offsets, pro-rations and deductions pursuant to this Contract, and the delivery of all other documents and performance of all other matters required to be delivered or performed at Closing pursuant to this Contract or reasonably requested by Purchaser. Seller shall deliver exclusive possession of the Property to Purchaser at Closing. At or before Closing, Seller shall pay all taxes on the Property which are due on or before the Closing Date. Current general taxes on the Property shall be prorated as of the Closing Date based upon the last available tax statements. Unless otherwise specifically provided herein or agreed in a separate writing by Purchaser and Seller, transaction costs will be paid by the party indicated below:

- a. Seller shall pay for: the preparation of Deed and all other conveyance documents; premiums for the owner's title policy and associated endorsements; documentary stamps/taxes; transfer, conveyance and similar taxes and fees; recording fees to meet any title company requirements; and all other charges paid by Seller pursuant to local custom for the Property location and not specifically allocated to Purchaser pursuant to subsection 10(b).
- b. Purchaser shall pay for: inspections; premiums for the lender's title policy and associated endorsements; lender charges and fees; Title Company fees to escrow the Deposit; recording fees for the Deed and any loan

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documents; costs to satisfy any Objection waived by Purchaser; the Title Company Closing fees; and all other charges paid by Purchaser pursuant to local custom for the Property location and not specifically allocated to Seller pursuant to subsection 10(a).

**11. Default.**

- a. **Default of Purchaser.** If Purchaser fails to fulfill its obligations under this Contract, and such failure continues for ten (10) business days after Purchaser receives written notice from Seller identifying such failure, Seller shall be entitled to terminate this Contract and retain the Deposit as liquidated damages. Purchaser and Seller hereby acknowledge and agree that Seller's damages in the event of such a breach of this Contract by Purchaser would be difficult or impossible to determine, that the amount of the Deposit is the parties' best and most accurate estimate of the damages Seller would suffer in the event the transaction provided for in this Contract fails to close, and that such estimate is reasonable under the circumstances existing on the date of this Contract. Purchaser and Seller agree that Seller's right to the Deposit shall be the sole remedy of Seller at law or in equity in the event of an uncured breach of this Contract by Purchaser, and Seller hereby waives all other claims for damages, specific performance or any other remedy.
- b. **Default of Seller.** If Seller defaults in the performance of any of its covenants contained herein, including any condition precedent to Closing that is an obligation of Seller; or if any representation or warranty made by Seller herein fails to be true on the Effective Date, at any time during the term of this Contract, or on the Closing Date, Purchaser shall have the option of (a) terminating this Contract in its entirety; (b) extending the Closing Date for a period not to exceed sixty (60) days to diligently pursue and cure such Seller default on Seller's behalf and at Seller's expense (the Purchase Price to be reduced by the amount of such costs to cure); provided however, if additional time is reasonably required to cure such Seller default, Purchaser shall have such additional time as may be reasonable to cure such default, provided that Purchaser commences the cure during the initial sixty (60) day period and uses commercially reasonable efforts under the circumstances to cure the default; (c) closing and curing Seller's default post-Closing, in which event there shall be a holdback in escrow at Closing of 125% of the estimated cost of cure; or (d) pursuing an action for specific performance or other equitable remedies; and in any instance, shall be entitled to recover from Seller its damages and costs (including but not limited to its attorneys' fees), and pursue all other remedies available under applicable law. If Purchaser elects to terminate this Contract, the Deposit shall be immediately returned to Purchaser and Seller shall immediately execute any release of the Deposit requested by Purchaser or the Title Company. Purchaser's remedies under this Contract shall be cumulative and not exclusive.

**12. Notices.** Any notice or communication required or permitted hereunder shall be delivered to the intended recipient at the addresses or facsimile shown in Section 1, or such other address or facsimile as a party may designate to the other by providing prior written notice thereof. For notice of an alleged default by Purchaser pursuant to Section 11.a., notice to Purchaser shall also be provided to Karen Ptekens, Esq., 8621 E. 21<sup>st</sup> Street N., Suite 250, Wichita, Kansas 67206; Phone: 316.630.5544; Facsimile: 316.631.1333; Email: kptekens@woodspring.com.

Notice may be served either by (a) deposit in the United States mail, postage fully prepaid, sent via registered or certified mail; (b) generally recognized overnight delivery service; (c) facsimile, if a party's facsimile number is provided in Section 1; or (d) electronic mail, if a party's electronic mail address is provided in Section 1. Such notice shall be deemed delivered, whether actually received or not (i) if sent via registered or certified mail or overnight

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delivery service, on the date deposited by the sender in the United States mail or with the overnight delivery service; (ii) if sent via facsimile, on the date the sender's facsimile machine prints a transmission statement verifying the notice was sent in full to the facsimile number shown in Section 1 (or attempted, if full transmission is not completed due to no fault by the sender, and the sender has a record printed by the facsimile machine showing that the correct number was entered and transmission failed); or (iii) if sent via electronic mail, on the date sent, provided that the sender does not receive a failure notification with respect to such transmission, and provided, further, that an original shall be sent the same day by one of the other approved methods hereunder in clauses (i) or (ii), unless the sender receives an electronic mail response from the recipient indicating that recipient received such transmission, in which case the original does not need to be sent by one of the other stated methods.

13. Miscellaneous. Seller and Purchaser further agree as follows:

- a. Survival. All covenants, agreements, indemnities, representations and warranties made hereunder or pursuant hereto or in connection with the transaction contemplated hereby shall survive Closing and terminate two (2) years from the Closing Date.
- b. Attorneys Fees. In the event any party to this Contract shall file a legal action that is related to its rights under this Contract, or to enforce any term or provision of this Contract, the prevailing party in such action shall be entitled to an award of compensation of its costs related thereto, including but not limited to court costs, filing fees, and reasonable attorneys' fees (including appellate costs and attorneys' fees).
- c. Entire Agreement. This Contract, together with all exhibits and addenda, contains all the terms and conditions agreed upon by the parties with respect to the transaction contemplated, shall supersede all prior or contemporaneous agreements, representations and understandings with respect to such matters, no oral representation or statement shall be considered a part hereof, and this Contract shall not be amended or modified except by written instrument signed by all the parties. A facsimile, electronic, or counterpart signature to this Contract shall be a valid and binding signature of a party.
- d. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the parties. Either party may assign its interest in this Contract without obtaining the other's consent, provided that upon such assignment, except as otherwise provided, the assigning party shall not be relieved of any of its obligations. However, Purchaser may assign this Contract to a WoodSpring Suites affiliate, related party, or franchisee, and thereupon Purchaser shall be relieved of all liability hereunder.
- e. Time; Deadlines. Time is of the essence of this Contract. Whenever the time for performance or doing of an act, a deadline or date hereunder falls on a Saturday, Sunday or legal holiday, such time, deadline or date shall be extended to the next successive business day.
- f. Interpretation. Captions in this Contract are inserted for convenience and shall not be construed as affecting any substantive right or obligation of the parties. Whenever the word "Seller" or "Purchaser" or any modifying or substituted pronoun therefore is used in this Contract, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender. Each duty or obligation of a party under this Contract shall be a joint and several obligation of all persons constituting such party.

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- g. Governing Law. This Contract shall be governed by the laws of the State in which the Property is located.
- h. Force Majeure. Purchaser's failure to perform any term or condition of this Contract as a result of conditions beyond its control such as, but not limited to war, riots, terrorist acts, strikes, fires, floods, acts of God, materials shortages, transportation delays, labor disturbances, governmental restrictions, or any other causes beyond the reasonable control of Purchaser, shall not be deemed a breach of this Contract, and Purchaser's time for performance shall automatically extend on a day-for-day basis for the period that such force majeure exists.
- i. Broker Commissions/Fees. Seller acknowledges that Purchaser is not responsible to pay any commission, fee or other amount (collectively "Commission") to either Purchaser's Broker or Seller's Broker, and Seller acknowledges that (a) any Commission due from Seller to Seller's Broker will be divided equally between Seller's Broker and Purchaser's Broker pursuant to a separate agreement between them; and (b) Seller is responsible for all Commission due to Seller's Broker. Each party agrees to indemnify and hold harmless the other party from and against any and all other claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding having been made by such indemnifying party or on its behalf with any broker or finder in connection with this Contract or the transaction contemplated hereby, and the terms of this Section shall survive the Closing or earlier termination of this Contract.
- j. Deferred Exchange Provisions. Each party may, at its option, and at its sole cost and expense, elect to participate in a tax deferred exchange under Section 1031 of the Internal Revenue Code in connection with this transaction and each party agrees to reasonably cooperate with the other in connection with the same provided (i) neither party is required to enter into the chain of title on any other properties or incur any expense to accommodate the other; (ii) the exchanging party uses a qualified intermediary to effect the change and will be exclusively responsible for all costs incurred in connection with the exchange; and (iii) Closing of the transaction contemplated herein is not delayed in any manner because of such exchange.
- k. Contract Termination. Upon any termination of this Contract pursuant to an express right set forth herein, the parties shall have no further rights or obligations hereunder except that (i) each party shall be responsible for its respective costs and expenses as provided for herein or otherwise; (ii) an obligation to indemnify and hold harmless the other party shall survive; and (iii) Purchaser's remedies in the event of a Seller's breach shall survive.
- l. Further Assurance. Each party agrees that it will, from time to time, as may reasonably be requested by any party hereto, execute, acknowledge, obtain, and deliver such documents and instruments as may be reasonably requested or required in order to complete and effect the transactions contemplated by this Contract.
- m. Multiple Parties Comprise Seller. To the extent that the Seller is comprised of multiple parties, all of the persons comprising "Seller" hereby appoint the first named person to serve as the sole party with whom Purchaser may deal for all purposes under this Contract. For example, Purchaser may provide notices to such person, obtain signatures from such person, and otherwise deal with such person as if such person were individually the seller of the Property. Also, each of the persons comprising Seller agrees to execute such

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further documents as may be reasonably requested by Purchaser or the Title Company to affect the intent of this provision. Each agreement, representation, warranty, duty or obligation of Seller under this Contract shall be made jointly and severally by all of the persons comprising Seller.

n. Nondisclosure; Public Announcement. Seller shall not disclose the terms or existence of this Contract to any third party without the prior written approval of Purchaser. Notwithstanding the foregoing, Seller may disclose such information as needed to its vendors, service providers, agents, and employees who have a need to know, and agree to the same nondisclosure terms, a copy of which shall be provided Purchaser in advance.

PURCHASER:

WoodSpring Suites Milwaukee MKE Airport LLC

By: Scott Frey

Name: SCOTT FREY

Printed Name

Title: VP Controller

Date: 1-19-16

SELLER:

Wisconsin Department of Transportation

By: Mark Krause

Mark Krause  
Title: State Surplus Sales, Lease &  
Demolition Coordinator  
Real Estate Specialist Advanced

By: \_\_\_\_\_  
Scott K. Walker  
Title: Wisconsin Governor

By: ~~\_\_\_\_\_~~ <sup>MK</sup>  
~~Doug La Follette~~  
~~Title: Wisconsin Secretary of State~~

Date: 1-20-2016

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EXHIBIT A

PROPERTY DESCRIPTION

Approximately 11.24 acres (6.635 acres which are usable) located at the southeast corner of Layton Avenue and South 20<sup>th</sup> Street with common address of 1701 W. Layton Avenue, Milwaukee, Milwaukee County, Wisconsin described as follows:

That part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin described as follows:

Legal Description SW Quad

Commence at the north  $\frac{1}{4}$  corner of said Section; run thence S 89°28'23" E 87.00 feet along the north line of said Section; thence S 00°42'52" W 60.00 feet to the south line of Layton Avenue and the easterly line of South 20<sup>th</sup> Street, to the point of beginning of this description; run thence S 89°28'23" E 420.00 feet along the south line of Layton Avenue; thence S 84°49'51" E 197.61 feet to a point located 76.00 feet south of, as measured normal to, the north line of said Section; thence S 89°28'23" E 108.00 feet, parallel with the north line of said Section; thence S 03°45'50" E 814.67 feet to the south property line of the owner; thence N 44°00'46" W 71.00 feet along the south line property line of the owner; thence N 68°02'10" W 580.16 feet along the south property line of the owner; thence N 89°28'49" W 243.58 feet to the easterly line of South 20<sup>th</sup> Street; thence N 00°42'28" E 25.11 feet along said easterly line; thence N 10°47'29" E 154.30 feet along said easterly line; thence N 00°42'52" E 396.14 feet along said easterly line to the point of beginning;

Containing 11.24 acres of land, more or less.

The exact location and configuration of the Property may be subject to modification and the final location and configuration of the Property shall be determined by the Survey. The legal description of the Property set forth in the Survey shall automatically be substituted for the foregoing description.

A general depiction of the Property is set forth on a site plan attached as pg 2 of this Exhibit A.

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EXHIBIT A-2  
PHOTO OF PROPERTY



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EXHIBIT B

EASEMENT, POST-CLOSING, AND OTHER AGREEMENT TERMS

E-14



December 30, 2016

VIA FAX: (608) 267-7856  
VIA EMAIL: [mark.krause@dot.wi.gov](mailto:mark.krause@dot.wi.gov)  
Wisconsin Department of Transportation  
Attn: Mark Krause  
4802 Sheboygan Ave., Rm. 501  
Madison, WI 53707-2927

RE: Real Estate Sale and Purchase Contract dated effective March 7, 2016, by and between WoodSpring Suites Milwaukee MKE Airport LLC (now known as WoodSpring Suites Milwaukee Airport LLC), as Purchaser, and Wisconsin Department of Transportation, as Seller ("Contract")

Dear Mr. Krause:

This letter serves as Purchaser's notice to exercise the second Inspection Period Extension for sixty (60) days pursuant to Purchaser's rights in Section 1.h of the Contract. We calculate the new expiration of the Inspection Period based on this extension to be Friday, March 3, 2017.

Should you have any questions, please feel free to contact me at (316) 630-5517.

Sincerely,

A handwritten signature in cursive script that reads "Scott Frey".

WoodSpring Suites Milwaukee Airport LLC

Scott Frey  
Controller

cc: Stephanie Knebel via email [sknebel@woodspring.com](mailto:sknebel@woodspring.com)  
Aaron McPeak via email [amcpeak@woodspring.com](mailto:amcpeak@woodspring.com)  
Karen Pickens via email [kpickens@woodspring.com](mailto:kpickens@woodspring.com)  
Kevin Mohr via email [kevin@nationalsecured.com](mailto:kevin@nationalsecured.com)  
Leslie Fowler via email [lfowler@woodspring.com](mailto:lfowler@woodspring.com)  
Paul Bower via email [pbower@ngkf.com](mailto:pbower@ngkf.com)  
Karl Hesse via email [khesse@foulston.com](mailto:khesse@foulston.com)

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It's Simple. Done Better.<sup>SM</sup>

8621 E. 21st Street, N. | Suite 250 | Wichita, KS 67206 | 316-631-1370 | [woodspring.com](http://woodspring.com)



March 3, 2017

VIA FAX: (608) 267-7856  
VIA EMAIL: [mark.krause@dot.wi.gov](mailto:mark.krause@dot.wi.gov)  
Wisconsin Department of Transportation  
Attn: Mark Krause  
4802 Sheboygan Ave., Rm. 501  
Madison, WI 53707-2927

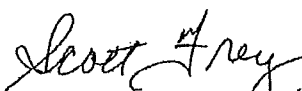
RE: Real Estate Sale and Purchase Contract dated effective March 7, 2016, by and between WoodSpring Suites Milwaukee MKE Airport LLC (now known as WoodSpring Suites Milwaukee Airport LLC), as Purchaser, and Wisconsin Department of Transportation, as Seller ("Contract")

Dear Mr. Krause:

This letter serves as Purchaser's notice to exercise the first Closing Date Extension for thirty (30) days pursuant to Purchaser's rights in Section 1.i of the Contract. We calculate the new Contractual Closing Date based on this extension to be Friday, May 5, 2017.

Should you have any questions, please feel free to contact me at (316) 630-5517.

Sincerely,

  
WoodSpring Suites Milwaukee Airport LLC

Scott Frey  
Controller

cc: Stephanie Knebel via email [sknebel@woodspring.com](mailto:sknebel@woodspring.com)  
Aaron McPeak via email [amcpeak@woodspring.com](mailto:amcpeak@woodspring.com)  
Kevin Mohr via email [kevin@nationalsecured.com](mailto:kevin@nationalsecured.com)  
Leslie Fowler via email [lfowler@woodspring.com](mailto:lfowler@woodspring.com)  
Paul Bower via email [pbower@ngkf.com](mailto:pbower@ngkf.com)  
Karl Hesse via email [khesse@foulston.com](mailto:khesse@foulston.com)

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**FIRST AMENDMENT TO  
REAL ESTATE SALE AND PURCHASE CONTRACT**

This First Amendment to Real Estate Sale and Purchase Contract ("First Amendment") by and between Wisconsin Department of Transportation ("Seller"), and WoodSpring Suites Milwaukee Airport LLC, a Kansas limited liability company ("Purchaser"), is entered into effective as of the last date this First Amendment is executed by a party hereto (the "Effective Date").

**WITNESSETH:**

WHEREAS, Seller and Purchaser entered into that certain Real Estate Sale and Purchase Contract dated effective March 8, 2016, (the "Contract"); and

WHEREAS, Seller and Purchaser desire to amend the Contract pursuant to the terms of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained in this First Amendment and other good and valuable consideration not recited in this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchaser Name. The name of the Purchaser to the Contract has been changed from "WoodSpring Suites Milwaukee MKE Airport LLC" to "WoodSpring Suites Milwaukee Airport LLC."

2. Property. Paragraph 1.c. and Exhibit A of the Contract are amended to describe and depict the Property as shown in Exhibits A and A-1 attached hereto.

3. Purchase Price. 

4. Closing. Paragraph 1.i. is deleted and amended to read as follows:

The date for consummation of the transaction contemplated by this Contract shall occur via escrow at the Title Company on or before June 30, 2017.

5. Definitions. Capitalized terms not defined in this First Amendment shall have the meaning given to them in the Contract.

6. Conflicts. To the extent any provision of this First Amendment conflicts with any provision of the Contract, this First Amendment shall control.

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7. Amendment. Except as amended by this First Amendment, the Contract shall remain unchanged and in full force and effect. This First Amendment may not be amended except by written agreement executed by the parties.

8. Counterparts. The parties may execute this First Amendment in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. A First Amendment containing facsimile or scanned signatures of the parties to this First Amendment shall be deemed an original of this First Amendment.

IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment as of the Effective Date.

EXECUTED BY SELLER this \_\_\_\_\_ day of May, 2017.

Wisconsin Department of Transportation

By: [Signature] for WisDOT  
Printed Name: Mark J Krause  
Title: Surplus Land Sales Facilitator

EXECUTED BY PURCHASER this \_\_\_\_\_ day of May, 2017.

WoodSpring Suites Milwaukee Airport LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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EXHIBIT A

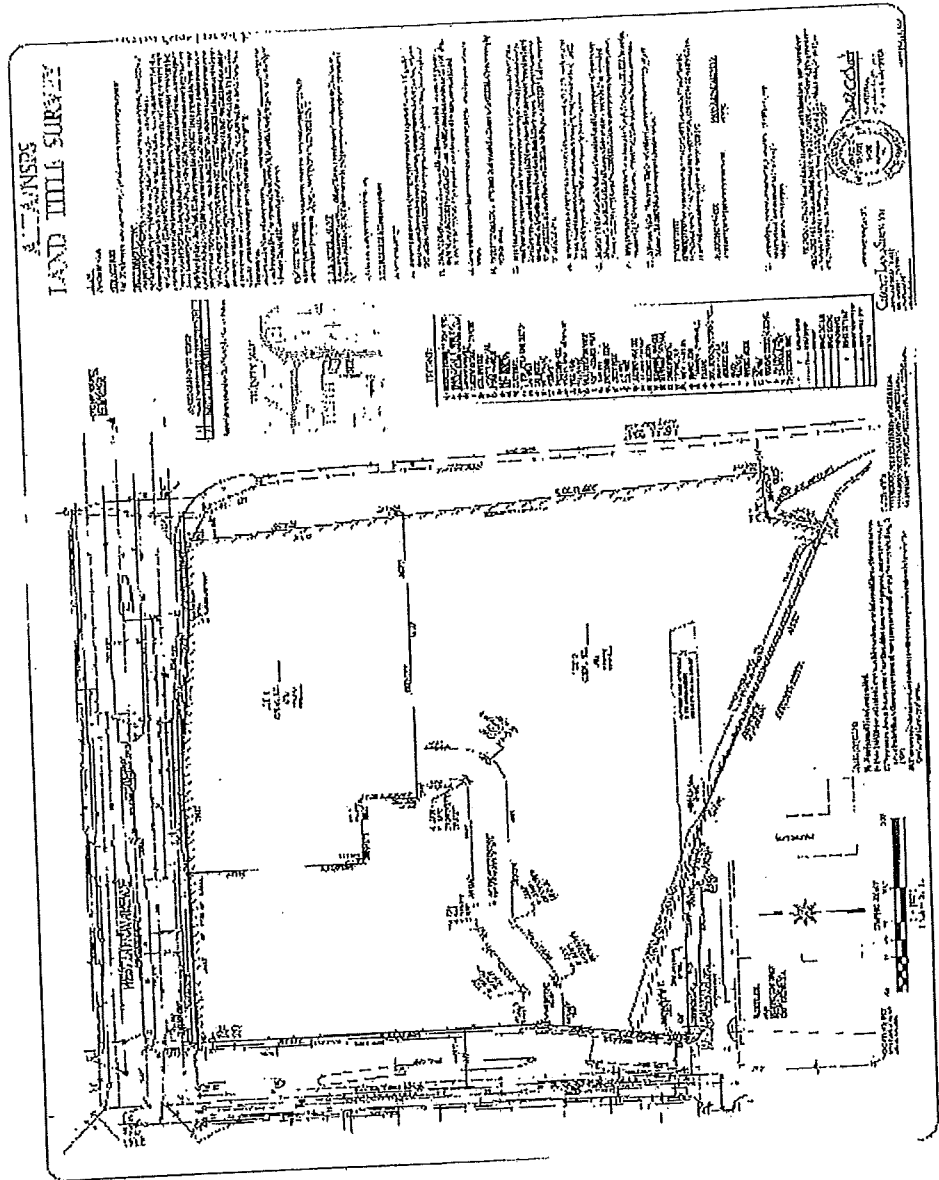
NEW LEGAL DESCRIPTION

That part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; thence North 89°04'27" East along the North line of said 1/4 Section 87.00 feet to a point; thence South 00°44'18" East 60.00 feet to a point on the Southerly line of West Layton Avenue and the point of beginning of lands herein after described; thence North 89°04'27" East along said Southerly line and parallel to said North line 420.00 feet to a point; thence South 86°17'01" East along said Southerly line 197.61 feet to a point, said point being 76.00 feet South from the North line of said 1/4 Section; thence North 89°04'27" East along said Southerly line and parallel to said North line 108.00 feet; thence South 05°13'00" East 673.55 feet to a point; thence South 84°47'00" West 65.03 feet to a point; thence South 20°30'40" West 69.99 feet to a point; thence North 69°29'20" West 423.35 feet to a point; thence North 75°11'10" West 110.21 feet to a point on the North line of West Barnard Avenue; thence South 89°04'01" West along said North line 213.66 feet to a point on the easterly line of South 20th Street; thence North 00°44'18" West along said easterly line 25.11 feet to a point; thence North 09°20'21" East along said easterly line 154.30 feet to a point; thence North 00°44'18" West along said easterly line 396.14 feet to the point of beginning.

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EXHIBIT A-1



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**SECOND AMENDMENT TO  
REAL ESTATE SALE AND PURCHASE CONTRACT**

This Second Amendment to Real Estate Sale and Purchase Contract ("Second Amendment") by and between Wisconsin Department of Transportation ("Seller"), and WoodSpring Suites Milwaukee Airport LLC, a Kansas limited liability company ("Purchaser"), is entered into effective as of the last date this Second Amendment is executed by a party hereto (the "Effective Date").

**WITNESSETH:**

WHEREAS, Seller and Purchaser entered into that certain Real Estate Sale and Purchase Contract dated effective March 8, 2016, which was amended by that First Amendment to Real Estate Sale and Purchase Contract dated May 16, 2017 ("First Amendment") (collectively, the "Contract"); and

WHEREAS, Seller and Purchaser desire to further amend the Contract pursuant to the terms of this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained in this Second Amendment and other good and valuable consideration not recited in this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Closing. Paragraph 1.i. of the Contract and Paragraph 4 of the First Amendment are deleted and amended to read as follows:

The date for consummation of the transaction contemplated by this Contract which shall occur via escrow at the Title Company on or before August 30, 2017.

2. Definitions. Capitalized terms not defined in this Second Amendment shall have the meaning given to them in the Contract.

3. Conflicts. To the extent any provision of this Second Amendment conflicts with any provision of the Contract, this Second Amendment shall control.

4. Amendment. Except as amended by this Second Amendment, the Contract shall remain unchanged and in full force and effect. This Second Amendment may not be amended except by written agreement executed by the parties.

5. Counterparts. The parties may execute this Second Amendment in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. A Second Amendment containing facsimile or scanned signatures of the parties to this Second Amendment shall be deemed an original of this Second Amendment.

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IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment as of the Effective Date.

EXECUTED BY SELLER this 1 day of June, 2017.

Wisconsin Department of Transportation

By: Mark Krause for WisDOT  
Printed Name: MARK KRAUSE  
Title: Supra Land Facilitator

EXECUTED BY PURCHASER this 1<sup>st</sup> day of June, 2017.

WoodSpring Suites Milwaukee Airport LLC

By: Scott Frey  
Printed Name: SCOTT FREY  
Title: Chief Accounting Officer

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# EX F MCO CH. 119

Subdivision Regulations 119-1

## CHAPTER 119 SUBDIVISION REGULATIONS

### TABLE

119-1	Purpose of chapter
119-2	Definitions
119-3	Methods
119-4	Application
119-5	Procedures
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119-7	Submission requirements; final maps
119-8	Required certificates, agreements and resolutions; final maps
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119-10	Required certificates, agreements and resolutions
119-11	Principles of design
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119-13	Required dedications or reservations
119-14	Monumentation
119-15	Accuracy of survey
119-16	Enforcement
119-17	Penalties

**119-1. Purpose of Chapter.** 1. The purpose of this chapter is to:

- Promote the public health, safety and general welfare.
- Lessen congestion in the streets and highways.
- Further the orderly layout and use of land.
- Provide adequate light and air.
- Prevent the overcrowding of land.
- Facilitate adequate and economical provision for water, sewerage and other public requirements.
- Provide for proper ingress and egress.
- Promote proper monumenting of land subdivided.
- Encourage conveyance by accurate legal description, prevent and control erosion, sedimentation and other pollution of the surface and subsurface waters, further the maintenance of safe and healthful water conditions, and prevent flood damage to

persons and property and minimize expenditures for flood relief and flood control projects.

j. Reduce nonpoint source water pollution by minimizing impervious cover on development sites.

2. The approvals to be obtained by the subdivider as required in this chapter shall be based on requirements designed to accomplish the purposes listed in sub. 1.

**119-2. Definitions.** 1. **STATUTORY DEFINITIONS.** All terms which are defined in ch. 236, Wis. Stats., as amended, shall have the same meaning as ascribed thereto in that chapter, unless otherwise defined in this chapter.

2. **COMMISSION** means the city plan commission.

3. **COUNCIL** means the common council of the city of Milwaukee.

4. **DEPARTMENT** means the department of city development.

**119-3. Methods.** Any division of land within the city shall be conducted in accordance with this chapter and approved by the council in accordance with this chapter except as provided in sub. 3.

1. **FOUR PARCELS OR LESS.** Any land division creating up to 4 parcels of any size shall be surveyed and submitted for approval as either a certified survey map or a subdivision plat.

2. **MORE THAN 4 PARCELS.** Any land division creating more than 4 parcels of any size shall be surveyed and submitted for approval as a subdivision plat.

3. **EXCEPTIONS.** This section does not apply to:

a. Transfers of interest in land by will, pursuant to court order.

b. Leases for a term not to exceed 10 years, mortgages or easements.

c. The sale or exchange of parcels of land between owners of adjoining property if additional lots are not thereby created and the lots resulting are not reduced below the minimum sizes required by ch. 236, Wis. Stats., or ch. 295.

F-1

## 119-4 Subdivision Regulations

**119-4. Application.** 1. FEES. No submittal of a final subdivision plat or final certified survey map, except those originated by city or county agencies, shall be recommended for approval until the filing fee required by ss. 81-19, 81-96 or 81-97 has been provided by the subdivider.

2. SUBMISSION. All subdivision plats, certified survey maps and correction instruments shall be submitted to the department for processing and coordination of technical reviews.

3. RECORDING. Upon return of the documents by the city clerk, the department shall record the subdivision plat, certified survey map or correction instrument in the office of the register of deeds.

**119-5. Procedures.** 1. PRELIMINARY CERTIFIED SURVEY MAPS. a. The department shall be responsible for the approval, conditional approval or disapproval of all preliminary certified survey maps not dedicating land to the city for a public purpose. When a certified survey map provides such dedications, the commission shall be responsible for such approval, conditional approval or disapproval. The filing of a preliminary map may be waived by the department where the subdivider or surveyor first consults with the department concerning the requirements of this chapter as they pertain to the proposed division of a lot parcel, or tract of land.

b. A report from the department or commission shall be transmitted to the subdivider within 30 working days of submittal indicating either approval, conditions for approval or the reasons for disapproval. Actions by the department or commission may be appealed by the subdivider directly to the commission if so requested within 30 days of the submission of the report.

2. FINAL CERTIFIED SURVEY MAPS. Final maps will become null and void if not submitted within 60 days of the report on the preliminary map unless the submission of the preliminary map has been waived by the department. Final maps shall be considered in the same manner as preliminary maps except that after review by the city engineer and city treasurer, the recommendation of the department or commission shall be forwarded to the council for consideration.

3. PRELIMINARY PLATS. a. Upon completion of the review and processing of a preliminary plat by the department, the plat shall be scheduled for consideration by the commission. The commission shall approve, conditionally approve or disapprove the plat within 90 days after filing unless the time is extended by agreement with the subdivider. An indication of the commission's action shall be affixed upon the face of each plat. Time of filing shall be construed as being the time the preliminary plat is received by the commission at the first meeting of the commission following submission.

b. The commission shall forward a report to the subdivider stating its action of approval, conditions of approval or the reasons for disapproval. The subdivider may appeal such actions directly to the commission if a request is made within 30 days of the date of the report of the commission.

4. FINAL PLATS. a. Final plats shall be submitted to the department within 6 months following the date of the report on the preliminary plat by the commission, otherwise the approval of the preliminary plat shall become null and void.

b. Final plats shall be considered in the same manner as preliminary plats except that, after review by the city engineer, commissioner of public works and city treasurer, the commission shall prepare a report thereon and forward its recommendation to the council for consideration.

c. Council action shall take place within 60 days after filing unless the time had been extended by agreement with the applicant. If the council fails to act within 60 days and the time has not been extended by agreement, the plat shall be deemed approved and, upon demand, a certificate to that effect shall be made on the face of the plat by the city clerk.

d. Time of filing shall be construed as being the time the final plat is introduced into the council.

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## Subdivision Regulations 119-6

5. CORRECTIONS. Instruments correcting surveying data, certificates or other details of a recorded subdivision plat or certified survey map shall be prepared by a registered land surveyor. Correction instruments shall be referred to the commission and its recommendation forwarded to the council for consideration.

**119-6. Submission Requirements; Preliminary Maps and Plats.** Preliminary certified survey maps and preliminary plats shall meet following requirements:

1. Two copies of a preliminary certified survey map having dimensions of not more than 8-1/2 by 13 inches and 17 copies of a preliminary plat of any reasonable size having overall dimensions that are multiples of 8-1/2 by 13 inches.
2. Preliminary certified survey maps and preliminary plats shall be so designated and a preliminary plat shall also contain the name of the proposed subdivision.
3. The name and address of the owner.
4. A caption giving its location by government lot, quarter section, township, range, city, county and state including sufficient description to clearly define the lands or lot and block and subdivision name or parcel number and certified survey map number of the property included in the plat or map.
5. North point, date and scale. The property shown on a plat or map may be drawn to any scale provided that the dimensions and other information shown thereon are legible.
6. A vicinity map.
7. The name and address of registered surveyor preparing plat or map.
8. The length and bearing of the exterior boundaries of the proposed subdivision or map.
9. Names of adjacent recorded subdivisions or certified survey maps.
10. The location, widths and names of all existing or platted streets, alleys, pedestrian ways or other public ways and easements, railroad and utility rights-of-way, parks, cemeteries, drainage ditches, water courses, bridges and other permanent or temporary buildings or structures, and other public places.

11. The layout and width of all new streets and rights-of-way such as alleys, pedestrian ways, highways, easements for sewers, water mains and other public utilities, such as underground electric power, street lighting, telephone, cable television installations and drainage ditches and water courses.

12. Dimensions of lots and other land areas.

13. Approximate radii of all curves and lengths of tangents.

14. Land intended to be dedicated for public use, or to be reserved by deed covenant for use of all property owners in the subdivision, or certified survey map with conditions, if any, of such dedication or reservations. Private property held in common and not dedicated for public use shall be so indicated.

15. Flood plain district limits, including the contour line of the floodway, the regional flood profile elevation (100 year flood) and the contour line 2 feet above the vertical distance of the regional flood profile elevation or, where such data is not available, 5 feet above the maximum flood of record.

**119-7. Submission Requirements; Final Maps.** Final certified survey maps shall meet the following requirements:

1. The certified survey map shall be drawn in waterproof, non-fading, black india ink on sheets of durable white 80 pound opaque drawing paper of at least .0069 inch thickness, 8-1/2 inches wide by 14 inches long, with a 1-1/2 inch binding margin at the top of the 8-1/2 inch width, and a blank space 2 inches wide along the 8-1/2 inch dimension at the bottom of the first sheet for recording municipal action and a 1/2 inch margin on all other sides. When more than one sheet is used for any one map, they shall be numbered consecutively and each sheet shall contain a notation showing the whole number of sheets of the map and its relation to the other sheets.

2. The certified survey map shall contain an identification title and caption lettered or typed in capital letters on the top of the map under the required binding margin, and shall include provisions for the certified survey map number and the city of Milwaukee tax key number. Successive sheets of the same map shall have the identical title in the same position as the first sheet excluding the tax key number.

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### 119-7-3 Subdivision Regulations

3. Directly under the identification title shall be typed or lettered a caption giving its location by government lot, quarter-quarter section, township, range, city, county and state including sufficient description to clearly define the lands or lot and block and recorded subdivision or parcel number and certified survey map number of the property included in the map.

4. A legal description giving a clear and concise description of the land surveyed by bearings and distances, commencing with some corner marked and established in the U.S. public land survey or some corner providing reference to a corner marked and established in the U.S. public land survey. When the description is referenced to a quarter section or section corner, a description of the material of which the corner marker is composed shall be shown on the face of the map.

5. Final maps shall be drawn with waterproof, nonfading, black India ink except that any certificates may be typewritten in black.

6. A small vicinity drawing of the section or 1/4 section naming, if any, the peripheral streets of the area in which the land under consideration is situated. This drawing shall show a north point and scale and shall be orientated on the sheet in the same direction as the main drawing. An outline of the land surveyed shall be shaded in on the vicinity map in its proper location.

7. A legend defining the monuments placed, corners and other points established in the field and the material of which such monuments, corners and other points are composed of, as well as dimensions thereof. The legend shall indicate the kind of metal, the diameter, length and weight per lineal foot of the monuments. The legend shall also indicate the section line or 1/4 section line and the assumed bearing thereof to which the bearings shown on the mapped property are referenced.

8. A north point referenced to a line established in the U.S. Public Land Survey and graphic scale. The property shown may be drawn to any scale provided that the dimensions and other information shown thereon are legible.

9. The exact length to the nearest 1/100 of a foot and bearing in degrees, minutes and seconds of the exterior

boundaries, the boundary lines of all public grounds, streets and alleys, and all lot lines, except that when the lines in any tier of lots are parallel it shall be sufficient to mark the bearings of the outer lines on one tier thereof. Where the exterior boundary lines show bearings or lengths which vary from those recorded in abutting plats or certified survey maps there shall be the following note placed along such lines, "recorded as (show recorded bearing or length or both)."

10. The area in square feet of each lot, parcel or outlot. All lots, parcels or outlots shall be consecutively numbered.

11. The width of all streets, pedestrian ways, alleys and easements. Parallel easement lines shall be shown by center line distance, bearing and width when easements are not parallel to a boundary or lot line. Where easement lines are parallel to boundary or lot lines, the boundary or lot line distances and bearings are controlling.

12. The center line of all streets, with lengths and bearings thereof, dedicated on the plat or map.

13. All lake or stream shore meander lines established by the surveyor in accordance with s. 236.15(1)(d), Wis. Stats., the distances and bearings thereof, and the distance between the point of intersection of such meander lines with lot lines and the ordinary high water mark.

14. The number of degrees, minutes and seconds in all exterior boundary and block angles.

15. All private easements, roads, streets, ways, alleys, off-street parking areas and other land reserved for private use which are not dedicated to public use shall be clearly marked thereon "Private Road", "Private Street", "Private Way", "Electric Power Line Easement", "Street Lighting Easement" or "Telephone Line Easement" for underground or overhead installation as required.

16. All parks, parkways, playgrounds other lands intended to be dedicated to public use by the map shall be clearly marked thereof "dedicated to the public for use as a park, parkway or playground". All streets, pedestrian ways and alleys to be dedicated to public use by the map shall be clearly marked thereon "Dedicated to the City of Milwaukee for public street pedestrian way or alley purpose."

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Subdivision Regulations 119-8

17. All watercourses, drainage ditches and other existing features pertinent to proper subdivision.

18. All existing buildings and structures must be shown except those which are not relevant to the proposed division as determined by the department.

19. When a curve is used, the main chord thereof shall be drawn as a dotted line in its proper place, and either on the curve or on an adjoining table shall be noted its bearing and length, the radius, the angle between the main chord and the tangent to the curve, the central angle and the arc length of the curve. The tangent bearing shall also be shown at the end of the main chord for a circular curve and adjacent reverse curve or at the point of intersection of a curve to a straight line which is not tangent to the curve.

20. Name of each road or street shall be indicated in prominent letters and shall be in conformity with the street designation system of the city of Milwaukee. Names of all roads and streets shall be determined by the city engineer.

21. Abutting public street and state highway right-of-way lines and the width thereof shall be shown by dotted or dashed lines in their proper location.

22. The names of adjoining streets, state highways and recorded subdivision plats shall be shown in waterproof nonfading black India ink underscored by dotted or dashed lines.

23. Flood plain district limits, including contour line of the floodway, the regional flood profile elevation (100 year flood) and the contour line 2 feet above the vertical distance of the regional flood profile elevation or, where such data is not available, 5 feet above the maximum flood of record.

24. When strict compliance with subs. 1 to 22 will entail undue or unnecessary difficulty or tend to render the plat or certified survey map more difficult to read, and when the information on the plat or certified survey map is sufficient for the exact retracement of the measurements and bearings or other necessary dimensions, the city engineer may waive such strict compliance.

**119-8. Required Certificates, Agreements and Resolution; Final Maps.** 1. All final certified survey maps shall have the following certificates, agreements and resolutions typed or lettered thereon:

a. Surveyor's certificate.

b. An individual or corporate owner's certificate. Owner's certificates shall be signed by all individuals holding an interest in the fee of record at the time that the certified survey map is submitted to the council for final consideration.

c. Consent of individual or corporate mortgagee. (Required only where the certified survey map indicates a dedication of land to the city for public street, alley, pedestrian way or other public purpose.)

d. A certificate of the treasurer.

e. A council resolution or certificate of approval.

2. The certificates, agreements and resolutions required under sub. 1 shall be in the following form or variations thereof:

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**119-8-2-a Subdivision Regulations**

a. Form No. 1: Certified Survey Map.

**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN )  
  ): ss  
MILWAUKEE COUNTY )

I, (type or print name), registered surveyor, certify:

That I have surveyed, divided and mapped a part of the \_\_\_\_\_ in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

(Description of the land surveyed with a bearing and distance for each course, commencing with some corner marked and established in the U.S. public land survey or some corner providing reference to a corner marked and established in the U.S. public land survey. Dedications of land for public rights-of-way should be included.)

That I have made the survey, land division, and map by the direction of (owner's name).

That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 119 of the Milwaukee Code of Ordinances in surveying, dividing and mapping the same.

\_\_\_\_\_  
(Type or print name), Registered Wisconsin Land Surveyor, (Number)

\_\_\_\_\_  
(Surveyor's Seal)

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b. Form No. 2: Certified Survey Map.

**INDIVIDUAL OWNER'S CERTIFICATE**

As owner(s), I (we) certify that I (we) caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Chapter 119 of the Milwaukee Code of Ordinances.

In consideration of the approval of the map by the Common Council of the City of Milwaukee and in accordance with Chapter 119 of the Milwaukee Code, the undersigned agrees:

a. That all utility lines to provide electric power and telephone service and cable television or communications systems lines or cables to all lots in the subdivision shall be installed underground in easements provided therefor.

Note: Additional agreements between the City and owner shall also be included where applicable, for example, the removal of buildings or structures in public right-of-ways, and restrictions prohibiting direct vehicular access to major streets. Such applicable agreements shall be in the following forms:

b. That the removal of buildings and structures and restoration of site within the dedicated public right-of-way in (street name) will be performed by the owner at no expense to the City of Milwaukee. c.

That direct vehicular access from Lot \_\_, Parcel \_\_, Block \_\_, to (street name) is prohibited. This agreement shall be binding on the undersigned and assigns.

Witness the hands and seals of said owners this \_\_ day of \_\_, 19\_\_.

In the presence of:

\_\_\_\_\_  
(Witness)

(Type or print name)

STATE OF WISCONSIN )  
                                  ): ss  
MILWAUKEE COUNTY )

Personally came before me this \_\_ day of \_\_, 19\_\_, the above named \_\_\_\_\_, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

(Notary Seal)

\_\_\_\_\_  
(Type or print name), Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_  
My commission is permanent.

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119-8-2-c Subdivision Regulations

c. Form No. 3: Certified Survey Map.

CORPORATE OWNER'S CERTIFICATE

(Corporate Name), a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Chapter 119 of the Milwaukee Code of Ordinances.

In consideration of the approval of the map by the Common Council and in accordance with Chapter 119 of the Milwaukee Code, the undersigned agrees:

a. That all utility lines to provide electric power and telephone services and cable television or communications systems lines or cables to all lots in the subdivision shall be installed underground in easements provided therefor.

Note: Additional agreements between the City and owner shall also be included, when applicable, for example, the removal of buildings or structures in public right-of-ways, and restrictions prohibiting direct vehicular access to major streets. Such applicable agreements shall be in the following forms:

b. That the removal of buildings and structures and restoration of site within the dedicated public right-of-way in (street name) will be performed by the owner(s) at no expense to the City of Milwaukee.

c. That direct vehicular from Lot \_\_, Parcel \_\_, Block \_\_, to (street name) is prohibited.

This agreement shall be binding on the undersigned and assigns.

In Witness Whereof, the (corporate name) has caused these presents to be signed by \_\_\_\_\_, its President; and countersigned by \_\_\_\_\_, its Secretary, at \_\_\_\_\_, Wisconsin, this \_\_ day of \_\_\_\_\_, 19\_\_.

In the presence of:

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Type or print name), President

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Type or print name), Secretary

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, \_\_\_\_\_ President, and \_\_\_\_\_, Secretary of the above named corporation, to me known as the persons who executed the foregoing instrument, and to me known to be the President and Secretary of the corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of the corporation, by its authority.

(Notary Seal)

\_\_\_\_\_  
(Type or print name), Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_  
My commission is permanent.

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d. Form No. 4: Certified Survey Map.

**CONSENT OF INDIVIDUAL MORTGAGEE**

I, (type or print name), mortgagee of the above described land, do hereby consent to the surveying, dividing, mapping, restricting and dedication of the land described in the foregoing affidavit of (type or print name), surveyor, and I do hereby consent to the above certificate of (type or print name), owner.

Witness the hand and seal of (type or print name), mortgagee, this \_\_\_ day of \_\_\_\_\_, 19\_\_.

In the presence of:

\_\_\_\_\_  
(Witness)

(Type or print name)

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 19\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Notary Seal)

\_\_\_\_\_  
(Type or print name) Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_  
My commission is permanent.

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119-8-2-e Subdivision Regulations

e. Form No. 5: Certified Survey Map.

CONSENT OF CORPORATE MORTGAGEE

(Corporate Name), a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, consents to the surveying, dividing, mapping, restricting and dedication of the land described in the foregoing affidavit of (type or print name), surveyor, and consents to the above certificate of (type or print name), owner.

In Witness Whereof, the (corporate name), has caused these presents to be signed by \_\_\_\_\_, its President, and countersigned by \_\_\_\_\_, its Secretary, at \_\_\_\_\_, Wisconsin, this \_\_\_ day of \_\_\_, 19\_\_.

In the presence of:

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Witness)

(Type or print name), President

\_\_\_\_\_  
(Witness)

(Type or print name), Secretary

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 19\_\_, \_\_\_\_\_, President, and \_\_\_\_\_, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be the President and Secretary of the corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of the corporation.

(Notary Seal)

\_\_\_\_\_  
(Type or print name), Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_  
My commission is permanent.

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f. Form No. 6: Certified Survey Map.

**CERTIFICATE OF CITY TREASURER**

STATE OF WISCONSIN)  
    )ss.  
MILWAUKEE COUNTY )

I, (type or print name), being the duly elected, qualified and acting City Treasurer of the City of Milwaukee, certify that in accordance with the records in the office of the City Treasurer of the City of Milwaukee there are no unpaid taxes or unpaid special assessments on the land included in this certified survey map.

(Date)

(Type or print name), City Treasurer

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**119-8-2-g Subdivision Regulations**

g. Form No. 7: Certified Survey Map.

**COMMON COUNCIL  
CERTIFICATE OF APPROVAL**

I certify that this certified survey map was approved under Resolution File No. \_\_\_\_\_, adopted by the Common Council of the City of Milwaukee on \_\_\_\_\_.

\_\_\_\_\_  
(Type or print name), City Clerk

\_\_\_\_\_  
(Type or print name), Mayor

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## Subdivision Regulations 119-9

**119-9. Submission Requirements; Final Subdivision Plats.** All final plats shall meet the following requirements:

1. All plats shall be drawn on one or more sheets 22 inches wide by 30 inches long, of muslin-backed white paper, or they shall be drawn on good quality white tracing paper and reproduced with photographic silver haloid image on double matt mylar film of not less than 4 mil thickness of the same size specified above. Subdivision plats intended to be recorded on mylar film shall initially be drawn and typed on good quality white tracing paper and submitted to the department for processing and approval. The mylar film of the subdivision plat tracing shall be made by the department when all the required municipal approvals and signatures have been obtained and the city clerk forwards the plat to the department for recording under s. 119-4-1. When more than one sheet is used for any one plat, they shall be numbered consecutively and each sheet shall contain a notation showing the whole number of sheets in the plat and its relation to the other sheets. The plat shall have a binding margin of 1-1/2 inches on the left side of the 30 inch length and one inch margin on all other sides, and there shall be provided a blank space not less than 2 inches wide along the 22 inch dimension of the bottom of the first sheet for recording municipal action.

2. The name of the plat shall be typed or lettered thereon in prominent letters and shall not be a duplicate of the name of any plat previously recorded in the same county or municipality.

3. Directly under the name given to the plat shall be typed or lettered a caption giving the location of the subdivision by government lot, recorded private claim, quarter-quarter section, section, township, range, city, county and state. The location of the subdivision shall be indicated by bearing and distance from the boundary line of a quarter section, recorded private claim or federal reservation in which the subdivision is located. The monumentation at the ends of a boundary line shall be described and the bearing and distance between them shown.

4. A legal description giving the exact location of the subdivision indicated by distances and bearings with reference to the nearest exterior line, north-south quarter line or east-west quarter line of a section in which the subdivision is situated and a corner established in the U.S. public land survey that establishes one end of this line. A description of the material of which the corner marker is composed shall be shown.

5. Final subdivision plats shall be drawn with waterproof, nonfading, black india ink except that any certificates may be typewritten in black.

6. Final plats shall show all the information required under s. 119-7-6 to 24.

7. All blocks shall be consecutively numbered or lettered in numerical or alphabetical order; provided that the blocks in numbered additions to subdivisions bearing the same name shall be numbered or lettered consecutively through the several additions. All lots and outlots in each block shall be consecutively numbered.

**119-10. Required Certificates, Agreements and Resolutions; Final Plats.** 1. All final subdivision plats shall have the following certificates, agreements and resolutions typed or lettered thereon:

- a. A surveyor's certificate.
- b. An individual or corporate owner's certificate. Owner's certificates shall be signed by all individuals holding an interest in the fee of record at the time that the final subdivision plat is submitted to the council for final consideration.
- c. Consent of individual or corporate mortgagee. (Required only where the final subdivision plat indicates a dedication of land to the city for public street, alley, pedestrian way or other public purpose.)
- d. A certificate of the city treasurer.
- e. A certificate of the county treasurer.
- f. A council resolution or certificate of approval.

2. The certificates, agreements and resolutions required under sub. 1 shall be in the following form or variations thereof:

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119-10-2-a Subdivision Regulations

- a. Form No. 1: Subdivision Plat.

**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY )

I, (type or print name), registered surveyor, certify:

That I have surveyed, divided, and mapped (Subdivision Name), being a subdivision of part of the \_\_\_\_\_ in the City of Milwaukee, County of Milwaukee and the State of Wisconsin, bounded and described as follows:

(Description of the land surveyed with a bearing and distance for each course, commencing with some corner marked and established in the U.S. public land survey or some corner providing reference to a corner marked and established in the U.S. public land survey. Dedications of land for public rights-of-way should be included.)

That I have made such survey, land division, and plat by the direction of (type or print owner's name).

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 119 of the Milwaukee Code of Ordinances in surveying, dividing and mapping the same.

\_\_\_\_\_  
(Type or print name)

Registered Wisconsin Land Surveyor, (Number)

\_\_\_\_\_  
(Surveyor's Seal)

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b. Form No. 2: Subdivision Plat.

**INDIVIDUAL OWNER'S CERTIFICATE**

As owner(s), I (we) certify that I (we) caused the land described in the foregoing certificate of (type or print name), surveyor, to be surveyed, divided, mapped and dedicated or represented on this plat.

In consideration of the approval of the plat by the Common Council and in accordance with Chapter 119 of the Milwaukee Code of Ordinances, the undersigned agrees:

a. That all utility lines to provide electric power and telephone service and cable television or communications systems lines or cables in all lots in the certified survey map shall be installed underground in easements provided therefor where feasible.

Note: Additional agreements between the city and owner shall also be included where applicable, for example, the removal of buildings or structures in public right-of-ways, and restrictions prohibiting direct access to major streets. Such applicable agreements shall be in the following form:

b. That the removal of buildings and restoration of site within the dedicated public right-of-way in (street name) will be performed by the owner at no expense to the City of Milwaukee.

c. That direct vehicular access from Lot \_\_\_\_, Parcel \_\_\_\_, Block \_\_\_\_ to (street name) is prohibited. This agreement shall be binding on the undersigned and assigns.

Witness the hands and seals of said owners this \_\_\_\_ day of \_\_\_\_, 19\_\_.

In the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_ (Witness)

(Type or print name)

STATE OF WISCONSIN )

)ss.

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, the above named \_\_\_\_\_, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

(Notary Seal)

\_\_\_\_\_  
(Type or print name), Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_  
My commission is permanent.

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119-10-2-c Subdivision Regulations

c. Form No. 3: Subdivision Plat.

CORPORATE OWNER'S CERTIFICATE

(Corporate Name), a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, as owner, does hereby certify that said corporation caused the land described in the foregoing affidavit of (type or print name of surveyor), surveyor, to be surveyed, divided, mapped, and dedicated as represented on this plat.

In consideration of the approval of the plat by the Common Council and in accordance with Chapter 119 of the Milwaukee Code of Ordinances, the undersigned agrees:

a. That all utility lines to provide electric power and telephone service and cable television or communications systems lines or cables to all parcels in the map shall be installed underground in easements provided therefor, where feasible.

Note: Additional agreements between the city and owner shall also be included where applicable, for example, the removal of buildings or structures in public right-of-ways, and restrictions prohibiting direct access to major streets. Such applicable agreements shall be in the following form:

b. That the removal of buildings and structures and restoration of site within the dedicated public right-of-way in (street name) will be performed by the owner at no expense to the City of Milwaukee. c.

That direct vehicular access from Lot \_\_\_\_, Parcel \_\_\_\_, Block \_\_\_\_, to (street name) is prohibited.

This agreement shall be binding on the undersigned and assigns.

In witness whereof, the said (corporate name), has caused these presents to be signed by \_\_\_\_, its President; and countersigned by \_\_\_\_\_, its Secretary, at \_\_\_\_\_, Wisconsin, this \_\_ day of \_\_\_\_\_, 19\_\_.

In the presence of: \_\_\_\_\_

(Corporate Name)

\_\_\_\_\_  
(Witness)

(Type or print name), President

\_\_\_\_\_  
(Witness)

(Type or print name), Secretary

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY )

Personally came before me this \_\_ day of \_\_, 19\_\_, President, and \_\_\_\_\_, Secretary of the above named corporation, to me known as 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 instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal)

\_\_\_\_\_  
(Type or print name), Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_.  
My commission is permanent.

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d. Form No. 4: Subdivision Plat.

**CONSENT OF INDIVIDUAL MORTGAGEE**

I, (type or print name), mortgagee of the above described land, do hereby consent to the surveying, dividing, mapping, restricting and dedication of the land described in the foregoing affidavit of (type or print name), surveyor, and I do hereby consent to the above certificate of (type or print name), owner.

Witness the hand and seal of (type or print name), mortgagee, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

In the presence of:

\_\_\_\_\_  
(Witness) (Type or print name)

STATE OF WISCONSIN  
)ss.  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, the above named, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

(Notary Seal)

\_\_\_\_\_  
(Type or print name), Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_  
My commission is permanent.

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119-10-2-e Subdivision Regulations

e. Form No. 5: Subdivision Plat.

CONSENT OF CORPORATE MORTGAGEE

(Corporate Name), a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, restricting and dedication of the land described in the foregoing of (type or print name), surveyor, and does hereby consent to the above certificate of (type or print owner's name).

In Witness Whereof, the said (corporate name), has caused these presents to be signed by \_\_\_\_\_, its President, and countersigned by \_\_\_\_\_, its Secretary, at \_\_\_\_\_, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

In the presence of: \_\_\_\_\_

(Corporate Name)

\_\_\_\_\_  
(Witness)

(Type or print name), President

\_\_\_\_\_  
(Witness)

(Type or print name), Secretary

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY )

Personally came before me this \_\_\_ day of \_\_\_, 19\_\_\_, \_\_\_\_\_, President, and \_\_\_\_\_, 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 instrument as such officers as the deed of such corporation, by its authority.

\_\_\_\_\_  
(Type or print name), Notary Public

State of Wisconsin

My commission expires \_\_\_\_\_

My commission is permanent.

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f. Form No. 6: Subdivision Plat.

**CERTIFICATE OF CITY TREASURER**

STATE OF WISCONSIN)  
    )ss.  
MILWAUKEE COUNTY )

I, (type or print name), being the duly elected, qualified and acting City Treasurer of the City of Milwaukee, certify that in accordance with the records in the office of the City Treasurer of the City of Milwaukee there are no unpaid taxes or unpaid special assessments on any of the lands included in the plat of \_\_\_\_\_.

\_\_\_\_\_  
Date

(Type or print name), City Treasurer

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**119-10-2-g Subdivision Regulations**

g. Form No. 7: Subdivision Plat.

**CERTIFICATE OF COUNTY TREASURER**

STATE OF WISCONSIN)  
  )ss.  
MILWAUKEE COUNTY )

I, (type or print name), being the duly elected, qualified, and acting Treasurer of the County of Milwaukee, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_ affecting the lands included in the plat of \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type or print name), County Treasurer

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h. Form No. 8: Subdivision Plat.

**COMMON COUNCIL RESOLUTION**

(Certified copy of Resolution)

File No. \_\_\_\_\_

Whereas, pursuant to Section 119-12 of the Milwaukee Code of Ordinances (name individual or corporate owners), owner of the plat of (name of plat), entered into an agreement relating to the installation of the required improvements in certain public ways, on (date); now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the proper City Officers are authorized to execute said agreement for and on behalf of the City of Milwaukee and to record same in the office of the register of deeds for Milwaukee County; and be it

Further Resolved, By the Common Council of the City of Milwaukee, That the plat of (name of plat), being a subdivision of a part of the \_\_\_\_\_ (1/4 Section, etc.), in the City of Milwaukee, having been approved by the City Plan Commission and the Commissioner of Public Works, is approved.

Office of the City Clerk  
Milwaukee \_\_\_\_\_  
(Date)

I certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Milwaukee on \_\_\_\_\_.

\_\_\_\_\_  
(Type or print name), City Clerk

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## 119-11 Subdivision Regulations

### 119-11. Principles of Design. 1. GENERAL.

a. No land shall be subdivided which is unsuitable for such use by reason of flooding or bad drainage, adverse earth or rock formations or topography, or any other feature likely to be harmful to the health, safety, or welfare of the future residents in the proposed subdivision or of the community.

b. The subdivision layout shall conform to the official map.

c. The subdivider of a residential subdivision shall also submit an overall grading plan of the tract showing features of the land adjacent to the tract within a reasonable distance therefrom which tend to affect the surface run-off of the subdivision. The grading plan shall show how positive run-off of the surface waters from individual lots will be achieved and the means by which ultimate disposal of the subdivision's surface waters will be accomplished without creating adverse conditions on adjoining properties. The grading plan shall include interim erosion control measures to provide protection to adjoining lots within the subdivision to adjoining private properties, and to existing and proposed public improvements. The grading plan shall show the existing and proposed grade contours at one foot intervals and a typical location and tentative grade for proposed buildings on each lot. The requirement for a grading plan may be waived by the commission in instances where the subdivision or lots contain existing buildings.

d. The subdivision shall be designed to preserve, to the maximum extent possible, grasses, forbs, trees, shrubs, wildflowers and aquatic plants that are native to Wisconsin, as well as any oldfield succession of native and non-native plants.

2. STREET AND BLOCK LAYOUT. a. The street layout shall be in conformity with a plan of development of adjoining areas and the entire neighborhood.

a-1. All proposed streets shall be continuous and in alignment with existing planned or platted streets with which they are to connect.

a-2. Proposed streets shall be extended to the boundary lines of the tract to be subdivided, unless prevented by topography or other physical conditions, or unless such extension is not necessary or desirable for coordination with the surrounding street

pattern. Dead-end streets of reasonable lengths will be approved where necessitated by topography, or where they are appropriate for the type of development contemplated.

a-3. Streets shall follow the contour of the land.

a-4. Streets shall intersect each other as nearly at right angles as topography, ownership lines, natural barriers and related conditions permit.

a-5. Not more than 2 streets shall converge at one intersection.

a-6. The commission may require that alleys be provided in blocks platted along major streets where no backing of lots is indicated.

a-7. Whenever a part of a dedicated or platted and recorded street, alley or other public way exists adjacent to the tract to be subdivided, the balance of such street, alley or other public way shall be platted, and the widths shall conform to the official map.

b. Blocks shall have sufficient width to provide for 2 tiers of lots.

b-1. The length of blocks shall be such as are appropriate for the locality and type of development contemplated.

b-2. In any block, the commission may require that a crosswalk or pedestrian way not less than 20 feet in width be platted near the center of such block where deemed essential to provide safe and convenient pedestrian access to schools, parks, playgrounds, public transportation and other community facilities.

b-3. The number of intersecting streets along major thoroughfares should be held to a minimum wherever practicable.

c. Accessways and private entrances opening on major streets or parkways shall be kept at a minimum. The commission may require that vehicular access to residential lots adjoining or adjacent to a major street or a parkway shall be provided by one of the following means:

c-1. Parallel streets, cul-de-sacs, U-shaped streets or short loops supplying frontage for lots backing onto the major street or parkway, in which case agreement shall be included on the face of the plat, prohibiting direct vehicular access to the lots from the major street and requiring the use of such parallel street for vehicular ingress and egress.

c-2. An alley at the rear of lots abutting and facing the major street or parkway, in which case, an agreement shall be

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## Subdivision Regulations 119-11-3

included on the face of the plat prohibiting direct vehicular access to the lots from the major street or parkway and requiring the use of the alley for vehicular ingress and egress.

**3. MINIMUM RIGHT-OF-WAY WIDTHS OF STREETS, ALLEYS AND PEDESTRIAN WAYS.** a. The widths of all primary, collector, secondary and residential streets shall be as indicated on the official map.

b. Streets shall not be less than 60 feet in width.

c. All dead-end streets shall terminate in a turnaround having a right-of-way sufficient in size to inscribe a circle of at least 100 feet in diameter.

d. Alleys shall not be less than 20 feet in width.

e. Pedestrian ways shall be no less than 20 feet in width.

**3.5. STREET DESIGN.** a. The pavement width for a local street, as defined in s. 295-201-643, shall be not less than 22 feet and not more than 36 feet unless otherwise approved by the common council.

b. The minimum radius for the paved portion of a cul-de-sac shall be 35 feet.

c. A landscaped island shall be created in any cul-de-sac having a paved-area radius greater than 35 feet. This requirement may be waived by the common council.

d. Alternatives to cul-de-sac turnaround design, including but not limited to hammerheads and loop roads, shall be permitted for residential streets.

e. Vegetated open channels shall be permitted along residential streets with openings in the curb face or other conveyance methods that maintain curb and gutter.

f. Flush curbs or curb cuts that direct runoff into landscaped islands shall be permitted.

f. The minimum width of a tree border on a local street, as defined in s. 295-201-643, shall be 6 feet. This requirement may be waived by the common council.

h. The portion of the street right-of-way commonly known as the tree border and located between the curb and the outside line of the sidewalk closest to the curb may be designated and used for storm water treatment purposes.

**4. STREET GRADES.** Street grades within the city of Milwaukee shall be as determined by the city engineer.

**5. INTERSECTIONS.** At alley intersections, a 10 foot cutoff having a hypotenuse approximately 14 feet in length shall be provided at each corner.

**6. LOTS.** a. Size. The size, shape and orientation of lots shall conform to the requirements of the zoning code and shall be appropriate for the location of the proposed subdivision and for the type of development contemplated.

b-1. Except as provided for in subd. 2, every lot or parcel in a subdivision plat or certified survey map shall front or abut onto a public street other than an alley.

b-2. Indirect access to a public street from one lot, parcel or outlot may be permitted through a private easement.

b-3. Land divisions creating 2 or more lots, parcels or outlots with access from a private street or road shall only be recommended for approval after receiving the following reports:

b-3-a. A report by the commissioner of public works indicating the adequacy of sewer and water facilities needed to serve the proposed divisions and the ability to provide refuse collection in a safe and efficient manner.

b-3-b. Reports from the chiefs of fire and police indicating the ability of proposed private roads or streets to provide adequate access for emergency vehicles. Private streets, drives, roads, or easements created under par. b shall not be designated as a separate lot, parcel or outlot and shall be included as part of one or more of the lots or parcels or outlots adjoining thereto. In instances where the proposed land divisions are not adequately served by sewer and water facilities, the subdivider shall be required to enter into an out-of-program agreement pursuant to s. 119-12.

c. Residential lots shall have the width and area required by ch. 295. Lesser lot widths or areas may be recommended for approval in instances where variances have been granted by the board of zoning appeals.

d. Through lots and butt lots shall be avoided except as described in sub. 2-c.

e. Side lot lines shall be approximately at right angles to the street line on which the lot faces.

f. On a proposed lot or parcel containing an existing residential structure that is to remain in use, the setback, side yard and

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## 119-12 Subdivision Regulations

rear yard required by ch. 295 shall be provided between the existing structure and any proposed new lot lines of vacant parcels.

g. Lot lines shall follow municipal boundary lines whenever practicable.

### 7. PRIVATE SEWERAGE DISPOSAL.

Lots within the city which are to be served by private sewerage systems (septic tanks) shall comply with those provisions of ss. 225-15 to 225-19 which are appropriate and also the provisions of sub. 9. A permit of the type specified in s. 225-15 issued by the commissioner of health shall constitute proof of compliance.

8. UNDERGROUND ELECTRIC POWER, STREET LIGHTING, TELEPHONE AND CABLE TELEVISION SERVICE. Where feasible, all electric power, street lighting, telephone and cable television or communication systems lines or cables shall be installed underground in easements provided therefore. It shall be the responsibility of the developer or property owner in cases of new construction or property development to give reasonable notice of such construction or property development to utility and cable communications systems companies.

9. FLOOD PLAIN LIMITATION. No lots served by public sanitary sewerage systems shall have less than 50% of their required lot area below an elevation that is at least 2 feet above the regional flood profile elevation or, where such data is not available, at least 5 feet above the maximum flood of record. Lots served by private sewerage systems (septic tanks) shall be more than one acre in size and shall contain no less than 40,000 square feet of land that is at least 2 feet above the regional flood profile elevation or where such data is not available, at least 5 feet above the maximum flood of record.

10. MODIFICATIONS AND EXCEPTIONS. Where the subdivider or any public agency or department can show that, by reason of exceptional topographic or other physical conditions or upon the recommendation of the city engineer and commissioner of public works, strict compliance with any requirement of this chapter would cause practical difficulty or exceptional and undue hardship, the commission may waive such strict compliance so as to relieve such difficulty or hardship, provided that such relief may be granted without detriment to the public good and without impairing the intent and purposes of this chapter, or the desirable general

development of the neighborhood and the community in accordance with the city's master plan. Any waiver granted shall be entered in the minutes of the commission setting forth the reasons which, in the opinion of the commission, justified the waiver.

### 119-12. Required Improvements.

1. AGREEMENT WITH CITY. The subdivider of a residential subdivision plat shall enter into an agreement with the city, in recordable form, referred to on the face of the plat, to guarantee the installation at the subdivider's own expense, subject to refund as provided in sub. 3, of the following facilities required by the common council and the commissioner of public works. The requirement for an agreement may be waived by the commissioner of public works in instances where all public improvements to serve the subdivision are available, the proposed public improvements to serve the subdivision are being undertaken as city sponsored projects under the current paving program, or where subdivision is proposed by a municipal agency and alternate sources of funding are provided.

a. existing municipal systems, the subdivider or an agent shall provide sewer, water and drainage facilities in accordance with the standards and specifications of the commissioner of health and commissioner of public works.

b. Surfacing for streets, alleys and pedestrian ways shown on the plat with the type of pavement approved by the commissioner of public works and in accordance with approved city plans and specifications. The commissioner may approve the use of permeable paving, as defined in s. 200-08-68.5, for parking lanes, alleys and pedestrian ways.

c. Concrete sidewalks or sidewalks constructed of permeable paving, as defined in s. 200-08-68.5, along both sides of every street in a residentially zoned area, and along at least one side of every street in areas zoned other than residential shown on the plat, in accordance with applicable standard specifications of the department of public

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works; provided, however, that the common council may waive or defer any or all of these requirements.

d. Street lighting facilities in all streets, alleys and pedestrian ways shown on the plat with the type of lighting standard approved by the commissioner of public works and in accordance with approved city plans and specifications; provided, however, that the city shall participate in 50% of the full cost of installation of the street lighting facilities.

e. This subsection shall not be deemed an elimination of the city program of construction. The charge for the work done by the subdivider shall be deemed to be special assessments, duly authorized, made and levied. The payment, however, or such special assessments shall be made as provided in this section.

2. APPROVAL. Adequacy of such facilities shall be subject to the approval of the commissioner of public works and the common council.

3. REFUNDS. After January 1 of the year following the completion of the required improvements, the city shall refund to the developer the following:

a. The excess cost of water mains, storm sewers and sanitary sewers in instances where anticipated service beyond the limits of the developer's ownership has required such water mains, storm sewers and sanitary sewers to be installed in sizes larger than those required to serve the particular subdivision under present consideration and where, in the opinion of the commissioner of public works, other unusual requirements such as stream crossings or railroad crossings have abnormally increased the cost of water supply mains, outlet storm sewers and outlet sanitary sewers outside the subdivision, at a rate per lineal foot to be determined by the commissioner of public works and approved by the common council.

b. The excess cost of street construction in instances where a roadway width in excess of 36 feet or a half width in excess of 18 feet is required.

c. The amount of all special assessments levied against property outside the subdivision because of water mains, storm sewers, sanitary sewers and street, alley or pedestrian way paving required to be installed outside the subdivision or in boundary streets.

d. On boundary streets, the non-assessable portion of the cost of storm sewers, sanitary sewers, water mains and street paving not provided for under pars. a and b and pertinent to the side of the street opposite the subdivision, such refund to be limited to an amount which, when combined with the special assessment, if any, as provided for under par. c, would not exceed the amount of the product of the length of boundary street involved and the normal rate of assessment in effect at the time the work is placed under contract. No refunds shall be made under this subsection in instances where the property on the side of a boundary street opposite the subdivision lies outside the corporate jurisdiction of the city or in instances where a dual system of services is prescribed by the commissioner of public works.

e. On streets adjacent to lands dedicated to the city at no cost to the city for a public purpose, that portion of the cost of sanitary sewers, storm sewers, water mains, and street paving not provided for under pars. a or b and pertinent to the side of the street adjacent to the lands so dedicated, such refund not to exceed the amount of the product of the length of street adjacent to said land and the normal rate of assessment in effect at the time the work is placed under contract.

4. PERMITS. a. The commissioner of neighborhood services shall not issue building permits for any dwelling, other than model homes, on a lot until all proposed improvements abutting the lot have been placed under contract, except that in instances in which:

a-1. Two-stage pavement construction is specified, permits may be issued subsequent to the award of a contract for the first stage provided payment for the 2nd stage has been guaranteed by a cashier's check deposited with the commissioner of public works or by certification from the developer's bank that the bank is holding the required funds and will upon simple request release same to the city as required for 2nd stage pavement construction; or

a-2. A lot having public right-of-way frontage on 2 or more sides has available the necessary public improvements to serve the lot on at least one of its frontages, but the developer is precluded by governmental action from installing required improvements on the remaining lot frontages, the council may by resolution specify the conditions under which a building permit may be issued for the lot.

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### 119-13 Subdivision Regulations

b. The commissioner of neighborhood services shall not issue occupancy permits for any dwelling on a lot until the proposed improvements abutting said lot have been completed, except that in instances in which:

b-1. Two-stage pavement construction has been specified, such permits may be issued subsequent to completion of the first stage, provided payment for the 2nd stage has been guaranteed as stipulated in par. a; or

b-2. The developer is precluded by governmental action from installing the required improvements on all right-of-way frontages, but the necessary public improvements are available to serve at least one of the 2 or more frontages, the permit may be issued prior to installation of all the improvements if the council has adopted a resolution specifying the conditions under which a building permit may be issued.

#### 119-13. Required Dedications or Reservations

1. The owner of lands in a final subdivision plat shall indicate on the face of said plat reservations or dedications to the city for public streets, alleys or other public ways as shown on the official map. Final plats will not be considered or approved until such reservations or dedications are so indicated.

2. The owner of lands in a final certified survey map shall indicate on the face of the map a reservation or a dedication to the city for public streets, alleys or other public ways as shown on the official map. The above requirements shall not apply where the required right-of-way reservation or dedication contains existing structures or parts thereof.

**119-14. Monumentation.** 1. All final subdivision plats shall be monumented in accordance with the following requirements:

a. All of the monuments required in this subsection shall be placed flush with the ground where practicable.

b. The external boundaries of a subdivision shall be monumented in the field by monuments of concrete containing a ferrous rod 1/4 inch in diameter or greater imbedded its full length, not less than 30 inches in length, not less than 4 inches square or 5 inches in diameter, and marked on the top with a cross, brass plug, iron rod or other durable material securely embedded; or by iron rods or pipes at

least 30 inches long and 2 inches in diameter weighing not less than 3.65 pounds per lineal foot. Solid round or square iron bars of equal or greater length or weight per foot may be used in lieu of pipes wherever pipes are specified in this section. These monuments shall be placed at all corners, at each end of all curves, at the point where a curve changes its radius, at all angle points in any line and at all angle points along the meander line, said points to be not less than 20 feet back from the ordinary high water mark of the lake or from the bank of the stream, except that when such corners or points fall within a street, or proposed future street, the monuments shall be placed in the side line of the street.

c. All internal boundaries and those corners and points not required to be marked by par. b shall be monumented in the field by like monuments as defined in par. b. These monuments shall be placed at all block corners, at each end of all curves, at the point where a curve changes its radius, and at all angle points in any line.

d. All lot, outlot, park and public access corners and the corners of land dedicated to the public shall be monumented in the field by iron pipes at least 24 inches long and one inch in diameter, weighing not less than 1.13 pounds per lineal foot, or by round or square iron bars at least 24 inches long and weighing not less than 1.13 pounds per lineal foot.

e. The lines of lots, outlots, parks and public access and land dedicated to the public that extend to lakes or streams shall be monumented in the field by iron pipes at least 24 inches long and one inch in diameter weighing not less than 1.13 pounds per lineal foot, or by round or square iron bars at least 24 inches long and weighing not less than 1.13 pounds per lineal foot. These monuments shall be placed at the point of intersection of the lake or stream lot line with a meander line established not less than 20 feet back from the ordinary high water mark of the lake or from the bank of the stream.

f. Any durable metal or concrete monuments may be used in lieu of the iron pipes listed in pars. d and e provided that they are uniform within the platted area and have a permanent magnet embedded near the top or bottom or both.

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g. The placing of monuments as required in pars. c to e only with respect to subdivision plats may be waived by the city engineer for a reasonable time on condition that the subdivider execute a surety bond to the city to insure that the monuments will be placed within the time required.

2. All final certified survey maps shall be monumented in accordance with the following requirements:

a. All corners shall be monumented in accordance with sub. 1-d and e.

b. In cases where strict compliance with this section would be unduly difficult or would not provide adequate monuments, the city engineer may waive such strict compliance.

**119-15. Accuracy of Survey.** The city engineer shall examine final plats and certified survey maps within the city and make field checks for the accuracy and closure of survey, proper kind and location of monuments, the location, widths, names of all existing or platted streets, alleys, pedestrian ways or other public ways and easements, railroad and utility rights-of-way, parks, cemeteries, drainage ditches, water courses, bridges and other permanent or temporary structures and other public space and legibility of the drawing. If such and field check discloses an error in any line of the survey greater than the ratio of 1:5000, or error in measured angles greater than one minute for any angle where the shorter side forming the angle is 300 feet or longer, necessary corrections shall be made by the surveyor. Where the shorter side of a measured angle is less than 300 feet, the error shall not be greater than the sum of 300 divided by the length of the shorter side multiplied by one minute; however, such error shall not exceed 5 minutes. If such examination discloses a mathematical closure error of more than 1/100 of a foot in either latitude or departure or an angle error of more than one second in any given angle, the necessary corrections shall be made by the surveyor.

**119-16. Enforcement.** 1. GENERAL. No department, bureau, board, commission or employe of the city shall issue any permit or license or shall plan for the installation of sewer or water connections to any lot, plot, parcel or building site which is part of a certified survey map or a subdivision which has not been approved in accordance with this chapter, if this chapter requires such certified survey map or subdivision to be so approved.

2. COMMISSIONER TO ENFORCE. The commissioner of neighborhood services is empowered to enforce this chapter and to initiate the action to impose the penalties provided in s. 119-17.

**119-17. Penalties.** Any person, firm, company or corporation who violates or fails to comply with this chapter, shall be subject to a forfeiture of not less than \$25, nor more than \$200, together with the cost of prosecution, and in default of payment shall be imprisoned in the house of correction or in the Milwaukee county jail until such fine and costs are paid, such imprisonment not to exceed 6 months. Compliance may also be enforced by injunction at the suit of the city. It shall not be necessary to prosecute for fine or imprisonment before resorting to injunction proceedings.

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119-- (HISTORY) Subdivision Regulations

LEGISLATIVE HISTORY  
CHAPTER 119

Abbreviations:  
am = amended  
cr = created

ra = renumbered and amended  
rc = repealed and recreated

rn = renumbered  
rp = repealed

<u>Section</u>	<u>Action</u>	<u>File</u>	<u>Passed</u>	<u>Effective</u>
Ch. 119	m from ch. 9	881465	11/18/88	12/9/88
119-1-1-j	cr	080195	7/30/2008	8/16/2008
119-4-1	am	170249	6/20/2017	7/8/2017
119-8-2-f	rc	020084	5/14/2002	6/1/2002
119-10-2-f	rc	020084	5/14/2002	6/1/2002
119-11-1-d	cr	080195	7/30/2008	8/16/2008
119-11-3.5	cr	080195	7/30/2008	8/16/2008
119-11-6-a	am	020676	11/6/2002	11/23/2002
119-11-6-b	rc	950288	3/5/96	3/22/96
119-11-7	am	951346	1/23/96	2/9/96
119-12-1-b	am	080195	7/30/2008	8/16/2008
119-12-1-c	am	080195	7/30/2008	8/16/2008
119-12-4-a-0	am	980963	12/18/98	1/1/99
119-12-4-a-0	am	151199	3/29/2016	4/15/2016
119-12-4-b-0	am	980963	12/18/98	1/1/99
119-12-4-b-0	am	151199	3/29/2016	4/15/2016
119-16	rc	100347	7/27/2010	8/13/2010
119-16-2	rp	110750	10/11/2011	10/28/2011
119-16-2	am	151199	3/29/2016	4/15/2016
119-16-3	m to 119-16-2	110750	10/11/2011	10/28/2011

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