

NOTES:  
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

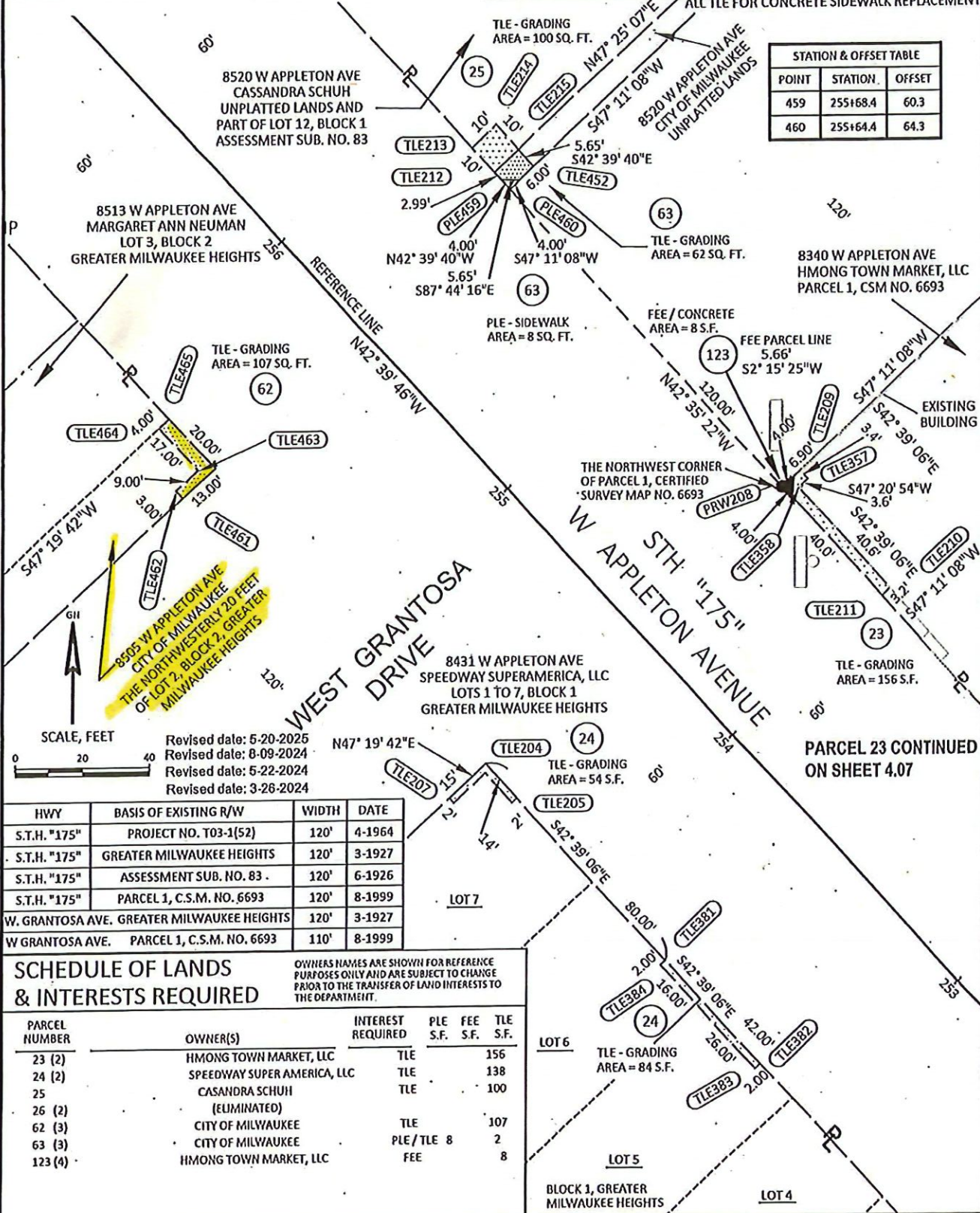
COORDINATES AND BEARINGS ON THIS EXHIBIT ARE REFERENCED TO WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83 (2011) ADJUSTMENT. THE COORDINATES SHOWN ARE GRID COORDINATES AND ARE TO BE USED AS GRID OR GROUND VALUES ON THIS EXHIBIT

R/W PROJECT NUMBER: 2010-03-22 SHEET NUMBER: 4.08

TLE ACQUISITION EXHIBIT  
STH "175"  
STH "181 TO 1-41 MILWAUKEE COUNTY

PART OF THE SOUTHWEST 1/4 OF SEC. 33, TOWNSHIP 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

STATION & OFFSET TABLE		
POINT	STATION	OFFSET
459	255+68.4	60.3
460	255+64.4	64.3



SCALE, FEET  
0 20 40

Revised date: 5-20-2025  
Revised date: 8-09-2024  
Revised date: 5-22-2024  
Revised date: 3-28-2024

HWY	BASIS OF EXISTING R/W	WIDTH	DATE
S.T.H. "175"	PROJECT NO. T03-1(52)	120'	4-1964
S.T.H. "175"	GREATER MILWAUKEE HEIGHTS	120'	3-1927
S.T.H. "175"	ASSESSMENT SUB. NO. 83	120'	6-1926
S.T.H. "175"	PARCEL 1, C.S.M. NO. 6693	120'	8-1999
W. GRANTOSA AVE.	GREATER MILWAUKEE HEIGHTS	120'	3-1927
W GRANTOSA AVE.	PARCEL 1, C.S.M. NO. 6693	110'	8-1999

**SCHEDULE OF LANDS & INTERESTS REQUIRED**

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	PLE S.F.	FEE S.F.	TLE S.F.
23 (2)	HMONG TOWN MARKET, LLC	TLE			156
24 (2)	SPEEDWAY SUPER AMERICA, LLC	TLE			138
25	CASANDRA SCHUH	TLE			100
26 (2)	(ELIMINATED)				
62 (3)	CITY OF MILWAUKEE	TLE			107
63 (3)	CITY OF MILWAUKEE	PLE / TLE	8		2
123 (4)	HMONG TOWN MARKET, LLC	FEE			8

# AGREEMENT FOR THE PURCHASE OF REAL ESTATE INTERESTS - SHORT FORM

Wisconsin Department of Transportation

RE1895 10/2024

THIS AGREEMENT, made and entered into by and between City of Milwaukee, herein after called **Seller**, and the Wisconsin Department of Transportation, herein after called **Buyer**. Once accepted, this offer creates a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

**Seller** and the **Buyer** agree that the **Buyer** is purchasing this property for transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

**Seller** warrants and represents to the **Buyer** that **Seller** has no notice or knowledge of any of the following:

- 1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property other than the planned transportation facility for which the **Buyer** is purchasing this property;
- 2) Government agency or court order requiring repair, alteration, or correction of any existing condition;
- 3) Shoreland or special land use regulations affecting the property; and,
- 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

**DESCRIPTION:** The **Seller** agrees to sell and the **Buyer** agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Milwaukee County, Wisconsin.

Legal description is attached hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of Five Hundred and no/100 Dollars (\$500.00) payable in full by check at closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

**Seller** shall, upon payment of purchase price, convey the property by warranty deed, or other conveyance provided herein, free, and clear of all liens and encumbrances, including special assessments that, if any, commenced prior to the date of purchase or are unpaid shall be paid by the **Seller**. Only exceptions to free and clear are recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and \_\_\_\_\_, provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to the **Buyer** on the date of closing.

Physical occupancy shall be given to the **Buyer** on the date of closing. **Seller** may not occupy property after closing unless a separate lease agreement is entered into between the **Buyer** and **Seller**.

## SPECIAL CONDITIONS.

This agreement is binding upon acceptance by the **Buyer** as evidenced by the signature of an authorized representative of the **Buyer**. If this agreement is not accepted by the **Buyer** within \_\_\_\_\_ days after **Seller's** signature, this agreement shall be null and void.

This transaction is to be closed at the office of \_\_\_\_\_ on or before \_\_\_\_\_  
be agreed to verbally or in writing by the **Seller** and the **Buyer** and/or by an authorized representative/consultant on behalf of **Buyer**.

Project ID  
2010-03-22

This instrument was drafted by  
Wisconsin Department of Transportation

Parcel No.  
63

No representations previously expressed verbally or in writing, other than defined in this Agreement are a part of this sale; unless otherwise approved and agreed upon in the Statement to Construction Engineer form.

**Seller and the Buyer** agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

Seller Signature	Date
City of Milwaukee	
Print Name	

Seller Signature	Date
Print Name	

Seller Signature	Date
Print Name	

Seller Signature	Date
Print Name	

The above agreement is accepted.

Signature	Date
Print Name	

Title

Must be signed by an authorized representative of the Buyer.

**PERMANENT LIMITED EASEMENT**

Wisconsin Department of Transportation  
Exempt from fee: s.77.25(2r) Wis. Stats.  
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
RE1552 01/2023 Ch. 84 Wis. Stats.

**THIS EASEMENT**, made by **City of Milwaukee** GRANTOR, conveys a permanent limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Five Hundred Dollars (\$ 500.00)** for the purpose of **Side walk**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

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

This space is reserved for recording data  
Return to  
Wisconsin Department of Transportation  
WisDOT SE Region 141 NW Barstow Street  
Waukesha, WI 53187-0798  
Parcel Identification Number/Tax Key Number

\_\_\_\_\_  
Signature Date  
City of Milwaukee  
\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name

The signer was as: \_\_\_\_\_ Physically in my presence. OR \_\_\_\_\_ in my presence involving the use of communication technology.  
\_\_\_\_\_  
Signature, Notary Public,

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name, Notary Public, State of \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name

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

## LEGAL DESCRIPTION

A **Permanent Limited Easement** for a right to construct and maintain a sidewalk, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable, but without prejudice to the owner's rights to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities.

That part of the Southwest 1/4 of Section 33, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows:

Commencing at the Northwest corner of Parcel 1, Certified Survey Map No. 6693 recorded on August 4, 1999, Reel 4619, Images 1063 to 1066, as Document No. 7784655, thence North 42°35'22" West 120.00 feet to the intersection of the northerly right of way line of W Grantosa Drive and the easterly right of way line of W Appleton Avenue, being the place of beginning of the land to be described; thence North 42°39'40" West along the easterly right of way line of W Appleton Avenue, 4.00 feet; thence South 87°44'16" East 5.65 feet to the northerly right of way line of W Grantosa Avenue; thence South 47°11'08" West along the northerly right of way line of W Grantosa Avenue, 4.00 feet to the place of beginning.

This parcel contains **8 SF**, more or less.

A **Temporary Limited Easement** is for slopes and sidewalk replacement, a right for construction as defined herein, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of the Southwest 1/4 of Section 33, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows:

Commencing at the Northwest corner of Parcel 1, Certified Survey Map No. 6693 recorded on August 4, 1999, Reel 4619, Images 1063 to 1066, as Document No. 7784655, thence North 42°35'22" West 120.00 feet to the intersection of the northerly right of way line of W Grantosa Drive and the easterly right of way line of W Appleton Avenue, thence North 42°39'40" West along the easterly right of way line of W Appleton Avenue, 4.00 feet being

the place of beginning of the land to be described; thence continue North 42°39'40" West along the easterly right of way line of W Appleton Avenue, 2.99 feet; thence North 47°25'07" East 10.00 feet; thence South 42°39'40" East 5.65 feet to the northerly right of way line of W Grantosa Drive; thence South 47°11'08" West along the northerly right of way line of W Grantosa Drive; 6.00 feet; thence North 87°44'16" West 5.65 feet to the place of beginning.

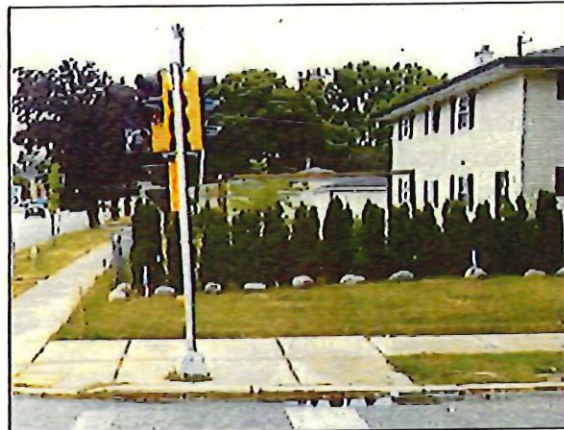
This parcel contains **62 SF**, more or less.

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

## SUBJECT PROPERTY PHOTOGRAPHS



Looking northwest from the Intersection of W. Appleton Avenue and W. Grantosa Drive



Looking west from W. Appleton Avenue



TLE area looking west



TLE area looking north

### Remainder

The project's impact on the subject property is demonstrably minimal. With no fee taking area, the Remainder Parcel maintains its original size of 0.0546 acres. The size, type, and location of the acquired interest, we've determined that the overall utility of the Remainder remains entirely unaffected.

The temporary limited easement (TLE) acquired by WisDOT, encompassing a mere 107-square feet, represents only 4.5% of the total parcel area. This negligible portion does not in any way impair the use or value of the remaining 0.0546 acres. The temporary nature of the easement further underscores its inconsequential impact on the property's long-term value and functionality.

The core characteristics and potential of the 2,382-sq. ft. parcel remain completely intact, fully preserving its value and functionality for the occupant. Additionally, the bushes are an encroachment from the abutting parcel and provide privacy screening for the abutter's side yard patio. Sean McKinney, WisDOT Project Manager, indicated that the project's construction activities should not adversely impact the evergreen bushes.

### Legal Description

A Temporary Limited Easement is for slopes and sidewalk replacement, a right for construction as defined herein, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of the Northwesterly 20 feet of Lot 2, Block 2, in Greater Milwaukee Heights, being a part of the Southwest 1/4 of Section 33, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows:

The easterly 4 feet of the northerly 20 feet and the southerly 3 feet of the easterly 13 feet of the Northwesterly 20 feet of said Lot 2, Block 2, in Greater Milwaukee Heights, a recorded Subdivision Plat.

This parcel contains 107 SF, more or less.

The above easements are to terminate upon the completion of this project or on the day the highway is open to the traveling public whichever is later.

## Acquisition and Remainder

This acquisition is known as Parcel 62 on the WisDOT Transportation Project Plat No. 2010-03-22, Sheet# 4.08. A copy of the full plat page showing the proposed acquisition area(s) is presented in the addenda. Additionally, a detailed excerpt from the subject plat and an aerial photograph of the subject property are presented here. Both the detailed plat and the aerial photograph contain color-coded highlights identifying the proposed acquisition area(s).

### Temporary Limited Easement (TLE): 107-sq. ft.

A Temporary Limited Easement (TLE) is primarily for the right of access for construction activities. In this case, WisDOT proposes to purchase a TLE area allowing for the temporary use of a strip of land covering 107 square feet.

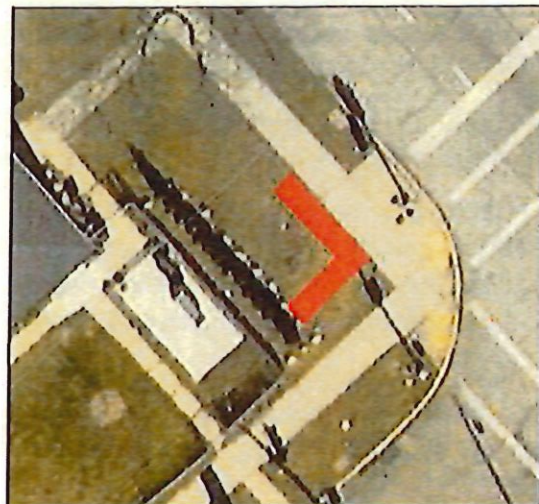
The property owner will retain fee interest ownership of the Temporary Limited Easement (TLE) area. However, WisDOT will have the right to use this area during the construction period. The proposed TLE area is necessary to provide contractors with space for various construction activities and the grading, sloping and blending of the site with the finished project.

WisDOT's rights to use this land will terminate and dissolve once the proposed project is completed. Although this transaction does not result in a loss of market value, the owner is entitled to compensation for WisDOT's use of the lands within the proposed TLE area.

Landscaping and site improvements within the Temporary Limited Easement (TLE) area include:

- tended grass lawn
- (2) evergreen bushes

The bushes are an encroachment from the abutting parcel and provide privacy screening for the abutter's side yard patio. Sean McKinney, WisDOT Project Manager, indicated that the project's construction activities should not adversely impact the evergreen bushes. Therefore, a hypothetical condition that the subject parcel was considered to be unimproved.



**Temporary Limited Easement (TLE): 107-sq. ft.**

A Temporary Limited Easement (TLE) is primarily for the right of access for construction activities. In this case, WisDOT proposes to purchase a TLE area allowing for the temporary use of a strip of land covering 107 square feet.

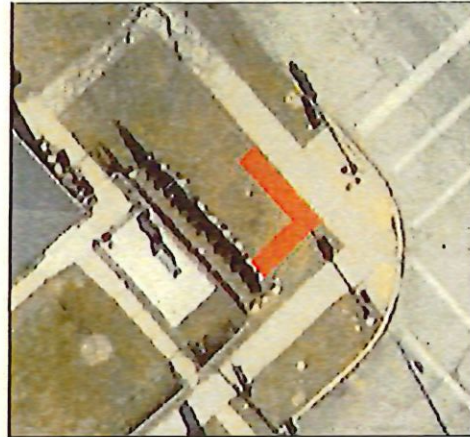
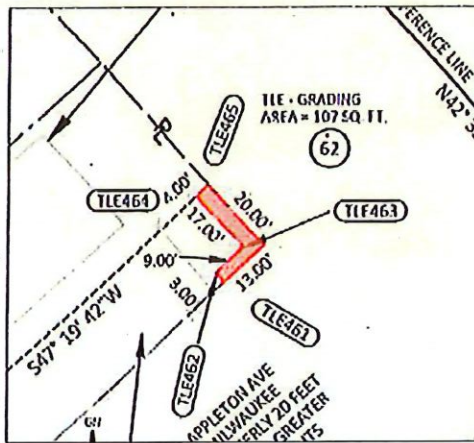
The property owner will retain fee interest ownership of the Temporary Limited Easement (TLE) area. However, WisDOT will have the right to use this area during the construction period. The proposed TLE area is necessary to provide contractors with space for various construction activities and the grading, sloping and blending of the site with the finished project.

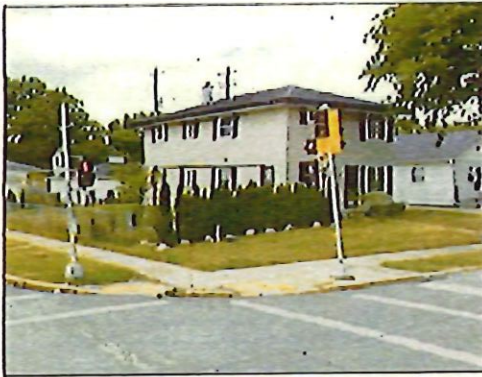
WisDOT's rights to use this land will terminate and dissolve once the proposed project is completed. Although this transaction does not result in a loss of market value, the owner is entitled to compensation for WisDOT's use of the lands within the proposed TLE area.

Landscaping and site improvements within the Temporary Limited Easement (TLE) area include:

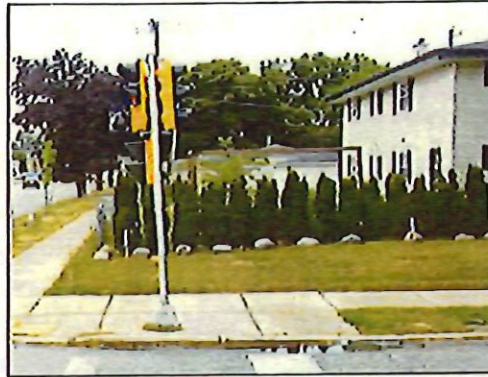
- tended grass lawn
- (2) evergreen bushes

WisDOT will restore or replace any asphalt or concrete within the TLE area at no cost to the owner upon project completion, if impacted.





Looking northwest from the Intersection of W. Appleton Avenue and W. Grantosa Drive



Looking west from W. Appleton Avenue



TLE area looking west



TLE area looking north

Lockly Valuation Services, LLC  
[www.linkedin.com/in/anthonylockly](http://www.linkedin.com/in/anthonylockly)

Project ID 2010-03-22  
Parcels 62 & 63