



Utility Committee Meeting Agenda **MEETING AGENDA**

January 24, 2023 - 4:45 PM
Council Chambers
3805 S. Casper Drive

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
- 3. APPROVAL OF MINUTES**
 - A. October 25, 2022 Utility Committee Meeting Minutes
- 4. COMMUNICATIONS**
- 5. OLD BUSINESS**
- 6. NEW BUSINESS**
 - A. UT 02-23 Recommend to the Common Council to approve the Professional Services Agreement in the amount not to exceed \$311,832 to Multimedia Communications and Engineering (MCE), Inc. for Construction, Engineering Services, Planning and Design, CAD Services, Bidding, Permitting and Project Management Services
 - B. UT 03-23 Recommend to the Common Council approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for Payment for Lands Amendment for the Sanitary Sewer associated with the Moorland Road Project 2722-07-22.
 - C. UT 04-23 Recommend to the Common Council approval of the Temporary Construction Easement Conveyance of lights in Land and Lump Sum Agreement for Payment for Lands Amendment for the Water associated with the Moorland Road project 2722-07-22.
 - D. UT 05-23 Recommend to the Common Council to approve and direct staff to execute the Quit Claim Deed for the property located at 3900 S Moorland Road for the Waukesha County Moorland Road for the Waukesha County Moorland Road Project 2722-07-22 at the price indicated in the Southern Wisconsin Appraisal documents of 48,600, but ot approve the conation Agreement.
- 7. TABLED ITEMS**
- 8. UPDATES**
- 9. CLOSED SESSION**
- 10. RECONVENE TO OPEN SESSION**
- 11. ADJOURN**

Supplemental Information:

- *The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.*
- *It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.*
- *You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.*
- *The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.*
- *It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.*



**CITY OF NEW BERLIN
UTILITY COMMITTEE - MINUTES
Tuesday, October 25, 2022**

Regular Meeting

Zoom Meeting

4:45 PM

Please note: Minutes are unofficial until approved by the Utility Committee at the next regularly scheduled meeting.

The Utility Committee has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

To participate in the meeting, view the meeting, and/or ask questions, the public was able to do so by downloading the ZOOM app located at <https://zoom.us/> and utilize Meeting ID # 853 8179 7127 to join.

All votes were taken via a voice roll call vote.

CALL MEETING TO ORDER

Alderman Harenda called the meeting to order at 4:45PM

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

ITEM: **Present:** Alderpersons, Harenda, Garrigues and Commissioner Nissen

Excused: Commissioner Anderson

Also Present: Utility Manager Jim Hart, Utility Supervisor Mark Welch, Accounting Supervisor John Sughrue and Deputy City Clerk Sherri Hanson

APPROVAL OF MINUTES

ITEM: Approval of August 23, 2022 Utility Committee Minutes

MOTION: **Motion to approve the August 23, 2022 Utility Committee Minutes as presented.**

VOTE: Motion by: Alderman Garrigues
 Second by: Alderman Hopkins
 Motion passed 4-0

COMMUNICATIONS

ITEM: Milwaukee Water Works rate case communication.

Intent to raise rate 2 and 1/2 % of term PSC will determine the final rate

NEW BUSINESS

ITEM: UT 20-22 Requested Action Statement: To grant the Utility permission to petition the Public Service Commission (PSC) to pursue a rate case.

Accounting Supervisor John Sughrue stated again that the rates will be going up due to costs in infrastructure. Haven't raised rates since 2017. Rates will be determined by the PSC.

MOTION: Motion to grant Utility permission to petition the PSC to pursue a rate case.

VOTE: Motion by: Hopkins John
Second by: Garrigues Chuck
Motion passed 4-0.

ITEM: UT 21 -22 Discussion and possible approval on the proposed 2023 Water Utility Operating Budget.

Accounting Supervisor did a quick overview of the proposed 2023 Water Utility Operating Budget

There will be a 6% increase to the water rates dependent on what the PSC determines.

Milwaukee Water is raising their rates in June or July by approximately 7%

Labor rates will be consistent with the citywide raises which is about 2.25% with 1.5% in January and 1.5% in July

John will now be at the Utility Department full time as the Utility Finance Coordinator

Health Insurance did not have much of an increase compare to what was budgeted last year

Slight increase in WRS which increased the Retirement Account

Hydrant painting schedule for this Fall was not done due to it being a colder than expected so it was move to next Spring

Supplies accounts have gone up due to inflation

Tax equivalent is staying very similar to last year

Advance that was taken from the Sewer Utility to fund the Moorland Road project which added \$167,000 interest into this years budget

Net income we are expecting for 2023 budget with that increase is currently \$21,271.

Utility Manager Jim Hart added that hydrants as well as hydrant parts are going up in price considerably and they need to order earlier and stock more than normally due items not be readily available for long periods of time.

MOTION: Motion to approve the 2023 Water Utility Operating Budget

VOTE: Motion by: Alderman Hopkins
Second by: Commissioner Nissen
Motion passed 4-0

ITEM: UT 22 -22 Discussion and possible approval on the proposed 2023 Water Utility CIP Budget.

Information included in the 2023 Water Utility Operating Budget.

The meters are on there as normal and there is one vehicle which is on the normal vehicle rotation

There is on major project scheduled which is the Fiber Optics Project to provide more reliable communications between our pump houses and the SCADA system

MOTION: Motion to approve the 2023 Water Utility CIP Budget.

VOTE: Motion by: Alderman Garrigues
Second by: Commissioner Nissen
Motion passed 4-0

ITEM: UT 23-22 Discussion and possible approval on the proposed 2023 Wastewater Utility Operating Budget.

There is little change in the Wastewater Utility Budget and we are not increasing rates

MMSD decreased from the estimated cost of 2022

The operating cost is estimated to increase by 4% around \$165,000

Budget numbers come directly from MMSD and out of our control.

In the future there may be a slight increase in MMSD rates

Labor is consistent with the rest of the City, 1.5% in January and 1.5% in July

50% of salary for John Sughrue instead of 30% and the addition of the Utility Operator position.

Health and WRS are the same as the Water Utility Budget

I&I expenses has increased to \$300,000 with the expectation of spending \$200,000 for relining project.

Supplies have gone up due to inflation

MOTION: Motion to approve the 2023 Wastewater Utility Operating Budget

VOTE: Motion by: Alderman Hopkins
Second by: Commissioner Nissen
Motion passed 4-0.

ITEM: UT 24-22 Discussion and possible approval on the proposed 2023 Wastewater Utility CIP Budget.

Information included in the 2023 Wastewater Utility Operating Budget.

Flow Monitors and equipment replacement

Fiber Optics for Lift Stations, there are more Lift Stations which is why it is about \$500,000 more than the water budget

MOTION: Motion to Approve the 2023 Wastewater Utility CIP Budget.

VOTE: Motion by: Alderman Garrigues
Second by: Alderman Hopkins
Motion passed 4-0

UPDATES

ITEM: Moorland Road Water Main Project

Utility Manager Jim Hart reported that the Moorland Road Water Main Project was completed almost a month early and did come in at budget. It cost a little less for inspection of the consultant which saved money.

91 pits were done. We relined and replaced valves and hydrants in sections from roughly a spot over by Heatherly and Moorland Road and from Mark Drive all the way to Ryerson Road. We also added the two mains on the West side of the road which will save us from a leak down the road.

Overall the project went well and was the biggest project in Wisconsin relining wise.

ADJOURN: Motion to Adjourn at 5:10PM

VOTE: Motion by: Alderman Hopkins
Second by: Commissioner Nissen
Motion passed 4-0.

*Respectfully Submitted,
Sherri L Hanson
Deputy City Clerk*



STAFF REPORT

To:

From:

Date: January 24, 2023

Subject: UT 02-23 Recommend to the Common Council to approve the Professional Services Agreement in the amount not to exceed \$311,832 to Multimedia Communications and Engineering (MCE), Inc. for Construction, Engineering Services, Planning and Design, CAD Services, Bidding, Permitting and Project Management Services

DESCRIPTION:

REQUEST:

RECOMMENDATION:

ATTACHMENTS: 1. UT 02-23 Fiber Optics

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT:

Fiber Optics

City of New Berlin Utilities

LOCATION:

City Wide

REQUEST:

To approve the Professional Services Agreement for Multimedia Communications and Engineering (MCE), Inc. for fiber optics throughout the utilities service area.

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to approve the Professional Services Agreement in the amount not to exceed \$311,832.00 to Multimedia Communications and Engineering (MCE) Inc. for Construction Engineering Services, Planning and Design, CAD Services, Bidding, Permitting and Project Management Services.

DETAILS IN ATTACHED STAFF REPORT

**CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT**

FIBER OPTICS – CITY OF NEW BERLIN UTILITIES

DATE STAFF REPORT CREATED: January 12, 2023

CUSTOMER/PROJECT NAME: Fiber Optics – City of New Berlin

ISSUE/DESCRIPTION OF PROJECT:

To install fiber optics to all pump houses and lift stations in the Utility service area for better overall system communication.

REQUESTED ACTION:

Recommend to the Common Council to approve the Professional Services Agreement in the amount not to exceed \$311,832.00 to Multimedia Communications and Engineering (MCE) Inc. for Construction Engineering Services, Planning and Design, CAD Services, Bidding, Permitting and Project Management Services.

FISCAL IMPACT: \$311,832.00

SOURCE OF FUNDS: Water CIP: 90-107000
Sewer CIP: 80-107000

RATIONALE:

To replace current system that is outdated.

PREVIOUS ACTION: None

FINDINGS:

UTILITY MANAGER RECOMMENDATION:

ATTACHMENTS:

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE
FOR PROFESSIONAL SERVICES**

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as "City") and the Service Provider identified below (hereinafter referred to as "Service Provider"). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred as to the "Services" between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

6. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent

Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

7. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

8. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

9. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

10. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

11. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

12. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder

shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

13. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

14. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

15. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

16. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms

and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

17. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

18. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

CITY:
City of New Berlin

SERVICE PROVIDER:

[Insert Service Provider Name]

By: _____

[Print Name & Title]

By: _____

[Print Name & Title]

By: _____

Title: _____

Date: _____

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute Sec. 19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR 180.

**CONTRACT BETWEEN
THE
CITY OF NEW BERLIN
AND
MULTIMEDIA
COMMUNICATIONS &
ENGINEERING
FOR
FIBER OPTIC ENGINEERING & PROJECT MANAGMENT SERVICES**

This agreement, entered into this _____ day of _____ 2023, by and between the City of New Berlin (CITY) and Multimedia Communications & Engineering (MCE).
(CONSULTANT);

WITNESS THAT:

WHEREAS, the CITY proposes the PROJECT described as follows:

Additional fiber optic connection design, engineering, CAD, Bidding, and Project Management Services to all sites listed in the attached Quotation of Services.

WHEREAS, the CITY wishes to engage the services of a professional engineering consultant to provide engineering and project management services as hereinafter set forth; and

WHEREAS, the CONSULTANT represents itself as being capable, experienced and qualified to undertake and perform those certain services, hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of the contract as an independent entrepreneur and not as an employee of the CITY, and agrees to furnish such services as hereinafter described.

NOW, THEREFORE, the CITY AND CONSULTANT, in consideration of the premises and the mutual promises and understandings hereinafter contained, agree as follows:

SECTION I - RETENTION OF SERVICES

CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to personally perform, as an independent consultant and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this CONTRACT. The CONSULTANT agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

The UTILITY MANAGER OR HIS APPOINTED DESIGNATE shall administer this CONTRACT specifically as related to work performed by the consultant. The UTILITY MANAGER OR HIS APPOINTED DESIGNATE will transmit all instructions, comments, and approvals to the CONSULTANT, and be the recipient of all submittals by the CONSULTANT. The word "CONSULTANT" means a person, or entity, including all employees, sub-consultants and other assigns, whether public or private, that enters into contract with the CITY.

SECTION II - REQUIREMENTS

The CONSULTANT is required to:

- A. perform, do and carry out in a satisfactory, timely, and proper manner, the services delineated in this CONTRACT.
- B. comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. comply with time schedules and payment terms.

SECTION III - SCOPE OF SERVICES

A. GENERAL

- (1) The work under this CONTRACT shall consist of performing those phases or portions of the engineering for the Project necessary or incidental to accomplish the Project responsibilities, which are hereinafter specified.
- (2) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the UTILITY MANAGER OR HIS APPOINTED DESIGNATE.
- (4) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and the City of New Berlin Infrastructure Standards.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the UTILITY MANAGER OR HIS APPOINTED DESIGNATE, and shall prepare and present such information as may be pertinent and necessary or as may be requested by the UTILITY MANAGER OR HIS APPOINTED DESIGNATE to enable him to pass judgment on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the work as may be required by the UTILITY MANAGER OR HIS APPOINTED DESIGNATE. The UTILITY MANAGER OR HIS APPOINTED DESIGNATE reserves the right to select the alternative(s) to be pursued and may request additional alternatives be studied, subject to Section XIII - Change, if applicable.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations

outlined in this CONSULTANT'S Proposal, dated December 13th 2022, hereby referenced and incorporated into this CONTRACT as Exhibit A. In the event of a conflict between the provisions of this CONTRACT and Exhibit A, the provisions of the CONTRACT shall govern. The CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project Approach as specified in the CONSULTANT's Proposal.

B. WORK TASKS

It is understood by the parties to the CONTRACT that the CONSULTANT's scope of services covered under this CONTRACT shall include those engineering and related services contained in the attached Exhibit A, prepared by CONSULTANT.

SECTION IV - SPECIFIC CONDITIONS OF PAYMENT

- A. The CONSULTANT shall be compensated for the services described above on an hourly rate basis for a total fee of \$311,832. It is expressly understood by the parties hereto that under no circumstances shall the total CONTRACT Price, including contingencies, exceed the Contract amount of \$311,382 except as provided herein.
- B. **PROGRESS PAYMENTS.** The CONSULTANT shall submit invoices to the UTILITY MANAGER OR HIS APPOINTED DESIGNATE for partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show hours worked on each activity and the amount of work completed. A brief progress report shall accompany each invoice. The UTILITY MANAGER OR HIS APPOINTED DESIGNATE will examine each such invoice, and if found to be acceptable according to the CONTRACT, payment shall be made. Final payment of the balance due the CONSULTANT for the completed project shall be made upon completion and acceptance of the work performed. The CITY shall pay the CONSULTANT's approved invoices within 30 days after invoice receipt. Where CITY reasonably disputes some portion of the charges contained in the CONSULTANT's bill for services, the CITY shall make prompt payment of that portion of the bill, which is undisputed and shall notify the CONSULTANT in writing of the reason for its dispute.

SECTION V - TIME OF PERFORMANCE

- A. The services to be performed under the terms and conditions of the CONTRACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the UTILITY MANAGER OR HIS APPOINTED DESIGNATE to proceed. The work under this contract shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the CITY and the CONSULTANT that all of the services required to be performed hereunder by the CONSULTANT shall be finished by December 31st, 2023.

- C. In addition to all other remedies inuring to the CITY should the CONTRACT not be completed by the time frame specified in accordance with all of its terms, requirements and conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to fulfill CONSULTANT's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT. Delays in completing the work within the time provided for completion as specified elsewhere in the CONTRACT, for reasons attributable to the CITY, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof. Failure of the CONSULTANT to submit a formal written request for an extension of time prior to the expiration of the CONTRACT shall constitute a basis for denying any cost adjustments for reasons of such delay.
- D. **DELAYS**
CONSULTANT shall not be liable for delays or failure to perform its Services caused directly or indirectly by circumstances beyond CONSULTANT's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of CITY or third parties not under control of CONSULTANT, site inaccessibility or inability of others to obtain materials, labor, equipment, or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided the CONSULTANT reports the delay to the CITY within a reasonable time of its discovery. The CITY shall determine whether or not the cause of delaying or not completing a duty or obligation is within the control of the CONSULTANT.

SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION

- A. **PERFORMANCE.**
The CONSULTANT agrees that the performance of CONSULTANT's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this CONTRACT, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like services.
- B. **PLACE OF PERFORMANCE.**
The CONSULTANT shall conduct CONSULTANT's services as required under the terms and conditions of this CONTRACT at such place or places as is necessary which will enable the CONSULTANT to fulfill CONSULTANT's obligation under this CONTRACT.
- C. **COMPENSATION.**
CITY agrees to pay, subject to the contingencies herein, and the CONSULTANT agrees to accept for the satisfactory performance of the services under this CONTRACT the maximum fees as indicated in Section IV, inclusive of all expenses. All expenses for travel, meals and lodging are not eligible for compensation under any part of this CONTRACT.
- D. **ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.**
The CONSULTANT shall not receive nor be eligible for any fringe benefits or any other

benefits to which CITY salaried employees are entitled to or are receiving.

- E. TAXES, SOCIAL SECURITY, INSURANCE & GOVERNMENT REPORTING.
Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONSULTANT receiving payment under this CONTRACT shall be the sole responsibility of the CONSULTANT. The CONSULTANT shall be solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:	
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000
Watercraft Liability	\$1,000,000

Automobile Liability:	
CSL	\$1,000,000

Excess Liability:	
Umbrella Form - Each Occurrence	\$5,000,000
Umbrella Form - Aggregate	\$5,000,000
Self-Insured Retention	\$ 10,000

Workers' Compensation and Employers' Liability	
Each Accident	\$ 500,000
Disease Policy Limit	\$1,000,000
Disease Each Employee	\$ 500,000

Professional liability:	
Aggregate/Occurrence	\$1,000,000

A Certificate of Insurance shall be provided to the UTILITY MANAGER OR HIS APPOINTED DESIGNATE as evidence thereof naming the CITY as an additional insured and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day notice to the CITY prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

- F. SUBCONTRACTING.
The CONSULTANT shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the UTILITY MANAGER OR HIS APPOINTED DESIGNATE.

SECTION VII - METHOD OF PAYMENT

The CITY agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the services as specified in Section II and Section III, to pay the amount or amounts as herein set forth. The conditions of payment are as follows: Compensation for services required under this CONTRACT shall be contingent upon each activity being reviewed for approval, and being approved for payment by the UTILITY MANAGER OR HIS APPOINTED DESIGNATE, as stipulated in Section IV.

SECTION VIII - INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a Sub-consultant and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. To the extent the CITY is separately entitled to coverage, defense, and/or indemnification from a Contractor and/or its insurer for the same losses or expenses, this clause shall not apply, it being understood that the Contractor's obligation is primary.

SECTION IX - REGULATIONS

The CONSULTANT agrees to comply with all of the requirements of all federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.

SECTION X - FINAL SETTLEMENT

The CONSULTANT shall notify the City in writing when the CONSULTANT has determined that the Services under this CONTRACT have been completed. Upon the CITY's subsequent determination that the Services have been satisfactorily completed, the CITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed Services. Unless the CONTRACT has been terminated prior to the completion of the Services, the CONTRACT shall not be considered terminated upon completion and acceptance of the Services, or upon final payment therefore, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors or omissions made by the CONSULTANT in the Services, or for the purposes of having the CONSULTANT make revisions in the Services at the request of the CITY as "Extra Services". The CONTRACT shall be considered terminated when the construction of the project has progressed sufficiently to make it manifest that the construction can be completed without further

revisions in the services, or the CONSULTANT is released prior to such time by written notice from the CITY, or if more than three (3) years have elapsed following formal written notification of final acceptance of the services by the CITY.

SECTION XI - TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the CONSULTANT, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONSULTANT under this CONTRACT shall, at the option of CITY, become the property of the CITY. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY, and CITY may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONSULTANT is determined. If through no fault of the CONSULTANT, the CITY shall fail to fulfill in a timely and proper manner, its obligations under this CONTRACT, or if the CITY shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CONSULTANT shall thereupon have the right to terminate this CONTRACT by giving written notice to the CITY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

SECTION XII - TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this CONTRACT at any time for any reason by giving at least ten (10) days notice in writing from the CITY to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONSULTANT covered by this CONTRACT, less payments for such services as were previously made plus all reimbursed expenses payable under this CONTRACT. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section X thereof, relative to termination, shall apply.

SECTION XIII - CHANGES

The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to the CONTRACT. Further, if in the CONSULTANT's opinion, said changes involve work not included in the terms or scope of services of this CONTRACT, the CONSULTANT must notify the CITY in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The CITY shall review the CONSULTANT's submittal and, if acceptable, will approve a change order as an amendment to this CONTRACT. Work under a change order shall not proceed until so authorized

by the CITY. Such change orders shall include appropriate time extensions when warranted.

SECTION XIV - PERSONNEL

- A. The CONSULTANT represents that he has or will secure at his own expense all personnel required in performing the services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the CITY. All additional work or services that are subcontracted shall be specified by written contract or agreement and shall be subject to each provision of this CONTRACT. The CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

SECTION XV - ASSIGNABILITY

The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONSULTANT from the CITY under the CONTRACT may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION XVI - RECORDS

- A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.
Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this CONTRACT.
- B. DOCUMENTATION OF COSTS.
Record of all costs shall be maintained by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this CONTRACT and shall be clearly identified and readily accessible.

SECTION XVII - REPORTS AND INFORMATION

At such times and in such forms as CITY may require, there shall be furnished to CITY, at the

CITY's expense, copies of such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this CONTRACT.

SECTION XVIII - AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may deem necessary, there shall be made available to the CITY or such agency for examination, all of the CONSULTANT's records with respect to all matters covered by this CONTRACT and will permit the CITY or such agency and/or representative of the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT.

SECTION XIX - CONFLICT OF INTEREST

- A. Interest in CONTRACT. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this CONTRACT pertains, shall have any personal interest, direct or indirect, in this CONTRACT.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this CONTRACT, shall have any personal interest, direct or indirect, in this CONTRACT.
- C. Interest of CONSULTANT and Employees. The CONSULTANT covenants that no person described in Sections XIX. A. and B. above who presently exercises any functions or responsibilities in connection with the CONTRACT has any personal financial interest, direct or indirect, in this CONTRACT. The CONSULTANT further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any conflicting interest shall be employed.

SECTION XX - DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall

state that all qualified applicants will receive consideration for employment without regard of race, color, religion, sex orientation, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONSULTANT will cause the foregoing provisions of this section to be inserted in all subcontracts, if any, for any work covered by this CONTRACT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

SECTION XXI - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this CONTRACT, all PROJECT CONTRACT documents shall be delivered to and become the property of the CITY. These record drawings and reports, etc., may be used without restriction by the CITY for any public purpose. Any such use or reuse of these documents outside the scope of the PROJECT shall be without compensation or liability to the CONSULTANT.

SECTION XXII ESTIMATES

The estimates of cost and material quantities for each project provided herein are to be prepared by the CONSULTANT through the exercise of their experience and judgement in applying presently available information. It is recognized that the CONSULTANT has no control over cost of construction, Contractor's labor, equipment and materials, or over competitive bidding procedures and market conditions of material quantities.

SECTION XXIII DATA

The CITY shall make available to the CONSULTANT all applicable existing technical data in the CITY's possession at the CITY HALL including maps, surveys, borings, and other information required by the ENGINEERS and relating to their work.

SECTION XXIV ACCURACY OF INFORMATION

The CONSULTANT shall indicate to the CITY the information needed for rendering services hereunder, as well as likely sources of this information, with such sources to include but not be limited to the CITY. The CONSULTANT and the CITY recognizes that it is impossible to assure the sufficiency or accuracy of information provided by responsible parties such as Diggers Hotline.

IN WITNESS WHEREOF, The parties hereto have had these presents duly executed in their respective names by their respective officers as of the date and year first above written.

In the Presence of

Consultant

Title

Date

CITY OF NEW BERLIN

Mayor

Date

This is to certify that provisions have been made to pay the expenses that will accrue under the Contract.

Treasurer/Comptroller

Date

Clerk

Date

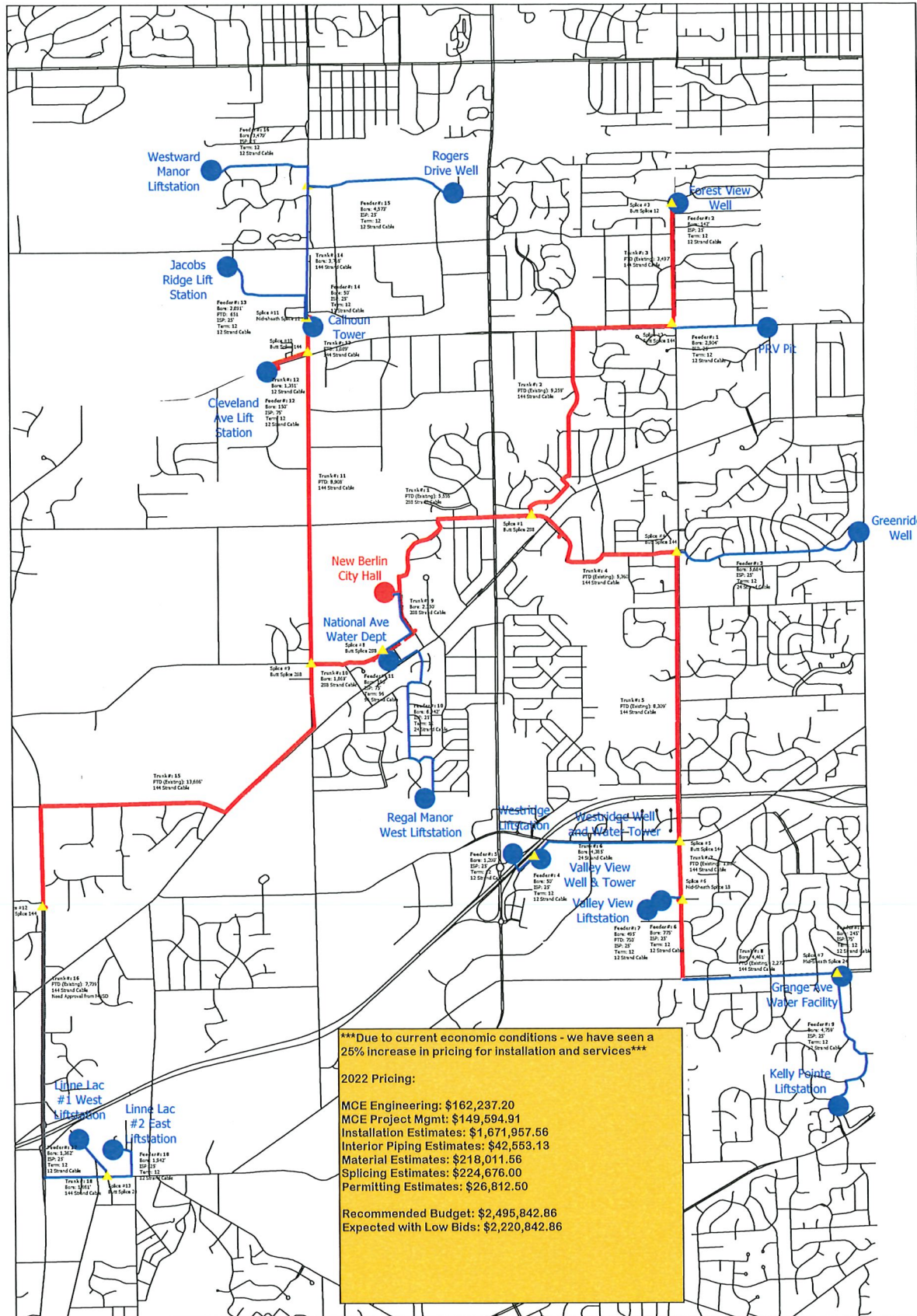
Approved as to form this _____ day of _____, 20____.

City Attorney

Date

EXHIBIT A

REQUEST FOR QUOTE FOR PROFESSIONAL SERVICES



Multimedia Communications
& Engineering, Inc.
PO Box 11064
Green Bay, WI 54307

Quote #: 20220725-53

Date: 12/13/2022

MCE Rep: SMB

CONTACT INFORMATION

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151

TERMS:

This Quotation was prepared using information that was provided from the customer through interaction with authorized Multimedia Communications & Engineering (MCE) staff. The validity of this quotation has hereby been determined from this information. Changes in scope of services could render parts or all of this quotation invalid, unless otherwise negotiated by MCE staff and the Customer.

This Quotation is Valid for 30 Days from Quote Date. A 1% per month (12% per year) late payment fee will be assessed on any unpaid balance remaining after 30 days.

Project Description

Utility Dept. Fiber Optic Connections

Please email admin@mcewi.com or call 877-870-6968 for questions regarding this quotation. Thank you for considering MCE. We appreciate the opportunity!

Item	Description	Qty	Cost	Total
ENGINEERING	Provide Engineering Services, Route Design, CAD Services, Bidding and Permitting for all connections shown on the attached Estimate Diagram. Engineering Services included with this Quotation are included on the attached MCE Engineering Tasks Document	1	162,237.00	162,237.00
PROJECT MANAGEM...	Provide Contractor Management Services, Material Management, Construction Inspection, and Documentation for all connections shown on the attached Estimate Diagram. Project Management Services included with this Quotation are included on the attached MCE Project Management Tasks Document	1	149,595.00	149,595.00

Signature _____

Date _____

PO # _____

Subtotal \$311,832.00

Sales Tax (0.0%) \$0.00

Total \$311,832.00

By signing this Quotation, I attest that I have signatory authority on behalf of my company to engage in and approve the purchase of goods and services from Multimedia Communications & Engineering, Inc.



STAFF REPORT

To:

From:

Date: January 24, 2023

Subject: UT 03-23 Recommend to the Common Council approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for Payment for Lands Amendment for the Sanitary Sewer associated with the Moorland Road Project 2722-07-22.

DESCRIPTION:

REQUEST:

RECOMMENDATION:

ATTACHMENTS: 1. - UT 03-23 RECOMMEND COMMON COUNCIL APPROVAL OF THE TEMPORARY CONSTRUCTION EASEMENT, CONVEYANCE OF RIGHTS IN LAND, AND LUMP SUM AGREEMENT FOR PAYMENT

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT: Waukesha County DPW

PROJECT: Moorland Road Land Acquisition – Sanitary Sewer

LOCATION: Moorland Road (CTH O) from Beloit Road (CTH I) to National Avenue (CTH ES)

REQUEST: Approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Sanitary Sewer associated with the Moorland Road Project 2722-07-22

D.C.D. RECOMMENDATION: Recommend Common Council approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for Payment for Lands Amendment for the Sanitary Sewer associated with the Moorland Road Project 2722-07-22.

1. The City of New Berlin has five parcels with Sanitary Sewer Easements that will be impacted by the Moorland Road reconstruction project that is planned for 2023. As part of the 2022 Utility project, the Utility has relocated any sanitary sewer that was in conflict with the proposed construction.
2. Waukesha County is seeking a Temporary Construction Easement over lands the City has easement interest in including Parcel 1 (Tax Key NBC 1257.999.006 FMLH MCW Real Estate Ventures), Parcel 81 (Tax Key NBC 1212.990.001 Associated Bank), Parcel 75 (Tax Key NBC 1212.988.001 Walgreens), Parcel 85 (Tax Key NBC 1207.966 Marine Bank), and Parcel 88 (Tax Key NBC 1207.965 City of New Berlin).
3. Waukesha County is seeking a Conveyance of Rights in Land for four parcels: Parcel 75 (Tax Key NBC 1212.988.001 Walgreens), Parcel 81 (Tax Key NBC 1212.990.001 Associated Bank), Parcel 85 (Tax Key NBC 1207.966 Marine Bank), and Parcel 88 (Tax Key NBC 1207.965 City of New Berlin) for release of rights to lands owned by these four properties where City Sanitary Sewer Easements are located.
4. In compensation for the cost to relocate the affected sanitary sewer, a Lump Sum Agreement will be entered into between Waukesha County and the City of New Berlin to remove and relocate the City's sanitary sewer. Since no infrastructure work will be completed with the project construction, no fee would be requested in advance of the project construction.

Attachment:

Temporary Construction Easement

Conveyance of Rights of Land

Lump Sum Agreement for Payment for Lands or Interests in Lands Acquired from Public Utility

**TEMPORARY CONSTRUCTION EASEMENT
(Traditional Right-of-Way Plat)**

The City of New Berlin, Grantor, which has an interest in the lands described below, grants to the Waukesha County, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) 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 to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the City of New Berlin, Waukesha County, Wisconsin and are shown on Sheet Number(s) 4.05, 4.11 and 4.12,, which is a part of the Right-of-Way Plat for Project No. 2722-07-22, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Wisconsin Statutes. This plat is also available for viewing at the Office located at 515 W. Moreland Blvd, Waukesha, WI 53188.

The said lands are part of Parcel(s) 1, 75, 81 and 85 as shown on said Right-of-Way Plat and are further described as lying in the Northeast ¼ of Section 27, the Northwest ¼ of Section 26, the East ½ of Section 22, the West ½ of Section 23, the Southeast ¼ of Section 15 and the Southwest ¼ of Section 14, Town 6 North Range 20 East in the City of New Berlin, Waukesha County, State of Wisconsin.

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 22722-07-72 for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as (see attachment) in the Waukesha County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

9/22/22

(Document Created Date)

The City of New Berlin

(Company)

(Signature)

(Date)

(Title)

(Signature)

(Date)

(Title)

Utility or R/W Project ID 2722-07-22

R/W Parcel No. 203

Utility Parcel 203, City of New Berlin Sanitary (Temp. Construction Easement-Attachment)

Volume	Page	Document No	Parcel #	Tax I.D. #
		3507426	1	NBC 1257 999 006
130	1087	918647	81	NBC 121 990 001
130	1084	918646	75	NBC 1212 988 001
CSM Bk 25	CSM Pg 87	1054080	85	NBC 1207 966
CSM Bk 64	CSM Pg 245	2009791	88	NBC 1207 965
CSM bk 122	CSM Pg 239	4501130	88	NBC 1207 965

CONVEYANCE OF RIGHTS IN LAND

(Non-Fee Land Interests)

Exempt from filing transfer form s.77.21(1) Wis. Stats.
Locals 11/2016 County Projects s 83.08(1) Wis. Stats.

The City of New Berlin, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of Waukesha, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal roadway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property:
None

Legal Description
see attached

This space is reserved for recording data

Return to
Waukesha County DPW
Attn: Karen Braun
515 W Moreland Blvd Room 220
Waukesha WI 53188

Parcel Identification Number/Tax Key Number
NBC 121 988 001, NBC 1212 990 001NBC 1207 966,
NBC 1207 965

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

The City of New Berlin
(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of _____)
County _____) ss.

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Conveyance of Rights 203 City of New Berlin Sewer

In an easement dated July 12, 1974 and recorded July 25, 1975 in Reel 130 as Image 1084 and Document Number 918646 with the Waukesha County register of Deeds. Said lands are also described as: All that part of the Southeast 1/4 of the Southeast 1/4 of Section 15, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence South 89°33'53" West along the south line of the Southeast 1/4 of said Section, 40.02 feet to a point on the west line of CTH O; thence North 01°00'33" East along said west line, 111.99 feet; thence northerly, 193.96 feet along said west line and the arc of a curve whose center lies to the west, whose radius is 5674.58 feet and whose chord bears North 00°01'48" East, 193.95 feet to the point of beginning; thence South 89°33'53" West, 7.50 feet; thence North 01°24'04" West, 89.24 feet; thence North 03°53'04" East, 10.03 feet; thence North 87°57'13" East, 6.49 feet to a point on the west line of CTH O; thence southerly, 3.01 feet along said west line and the arc of a curve whose center lies to the east, whose radius is 5784.58 feet and whose chord bears South 01°54'28" East, 3.01 feet; thence continuing southerly, 96.42 feet along said west line and the arc of a curve, whose center lies to the west, whose radius is 5674.58 feet and whose chord bears South 01°26'09" East, 96.42 feet to the point of beginning.

In an easement dated July 19, 1974 and recorded July 25, 1975 in Reel 130 as Image 1087 and Document Number 918647 with the Waukesha county Register of Deeds. Said lands are also described as: All that part of the Southeast 1/4 of the Southeast 1/4 of Section 15, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Southeast Corner of the Southeast 1/4 of said Section; thence North 01°00'33" East along the east line of the Southeast 1/4 of said Section, 406.78 feet; thence South 87°57'13" West, 47.65 feet to a point on the west line of CTH O and the point of beginning; thence continuing South 87°57'13" West, 6.49 feet; thence North 03°53'04" East, 20.11 feet; thence northerly, 273.24 feet along the arc of a curve whose center lies to the east, whose radius is 5789.08 feet and whose chord bears North 00°20'34" West, 273.21 feet; thence North 01°00'33" East, 44.63 feet to a point on the west line of CTH O; thence South 57°13'57" East along said west line, 5.29 feet; thence South 01°00'33" West along said west line, 41.84 feet; thence southerly, 293.00 feet along said west line and the arc of a curve whose center lies to the east, whose radius is 5784.58 feet and whose chord bears South 00°26'31" East, 292.97 feet to the point of beginning.

In an easement described as "Sanitary Sewer Easement" on Certified Survey Map 3317 recorded in Volume 25 of Certified Surveys as pages 87 and 88 and Document number 100486 with the Waukesha County Register of deeds. Said lands are also described as: All that part of Parcel 1 of Certified Survey Map 3317, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 14, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section; thence North 01°00'33" East along the west line of the Southwest 1/4 of said Section, 843.97 feet to a point on the extended southerly line of Parcel 1 of Certified Survey Map 3317; thence South 80°52'32" East along said extended southerly line, 55.56 feet to a point on the east line of CTH O and the point of beginning; thence North 01°00'33" East along said east line, 69.47 feet to a point on the southeasterly line of West National Avenue; thence North 44°45'51" East along said southeasterly line, 470.99 feet to a point on the northeasterly line of said Parcel 1 of Certified Survey Map 3317; thence South 45°12'26" East along said northeasterly line, 1.50 feet; thence South 44°45'51" West, 416.01 feet; thence South 45°14'09" East, 7.50 feet; thence South 44°45'51" West, 53.54 feet; thence South 01°00'33" West, 65.36 feet; thence North 80°52'32" West 7.58, feet to the point of beginning.

In an easement described as "'30' Utility Easement to the City of New Berlin" on Certified Survey Map 12050. Said lands are also described as: All that part of Parcel 1 of Certified Survey Map 12050, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 14, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: The Northwesterly 1.5 feet of Parcel 1 of Certified Survey Map 12050.

LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Locals 04/2019 County Projects s 83.08(1) Wis. Stats.

This Agreement is made and entered into by and between the Waukesha County DPW hereinafter designated as the "LOCAL PUBLIC AGENCY (LPA)," and The City of New Berlin, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

Project Description	Project ID(s)
Title: CTH O	Design: 2722-07-02
Limits: CTH I to CTH ES	Construction: 2722-07-72
Highway: Moorland Road	Right of Way: 2722-07-22
County: Waukesha	UTL No.: 203
	Utility: The City of New Berlin
Facility type: Sewer	

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the LPA has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the LPA, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the LPA to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The LPA agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the LPA to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the LPA a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

5. The execution of this Agreement by the LPA shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the LPA. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the LPA shall be at the COMPANY's sole expense.**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

WAUKESHA COUNTY

THE CITY OF NEW BERLIN

(Company Name)

(Signature)

(Date)

(Title)

(Authorized Signature)

(Signature)

(Date)

(Date)

(Title)

203 New Berlin - Sanitary

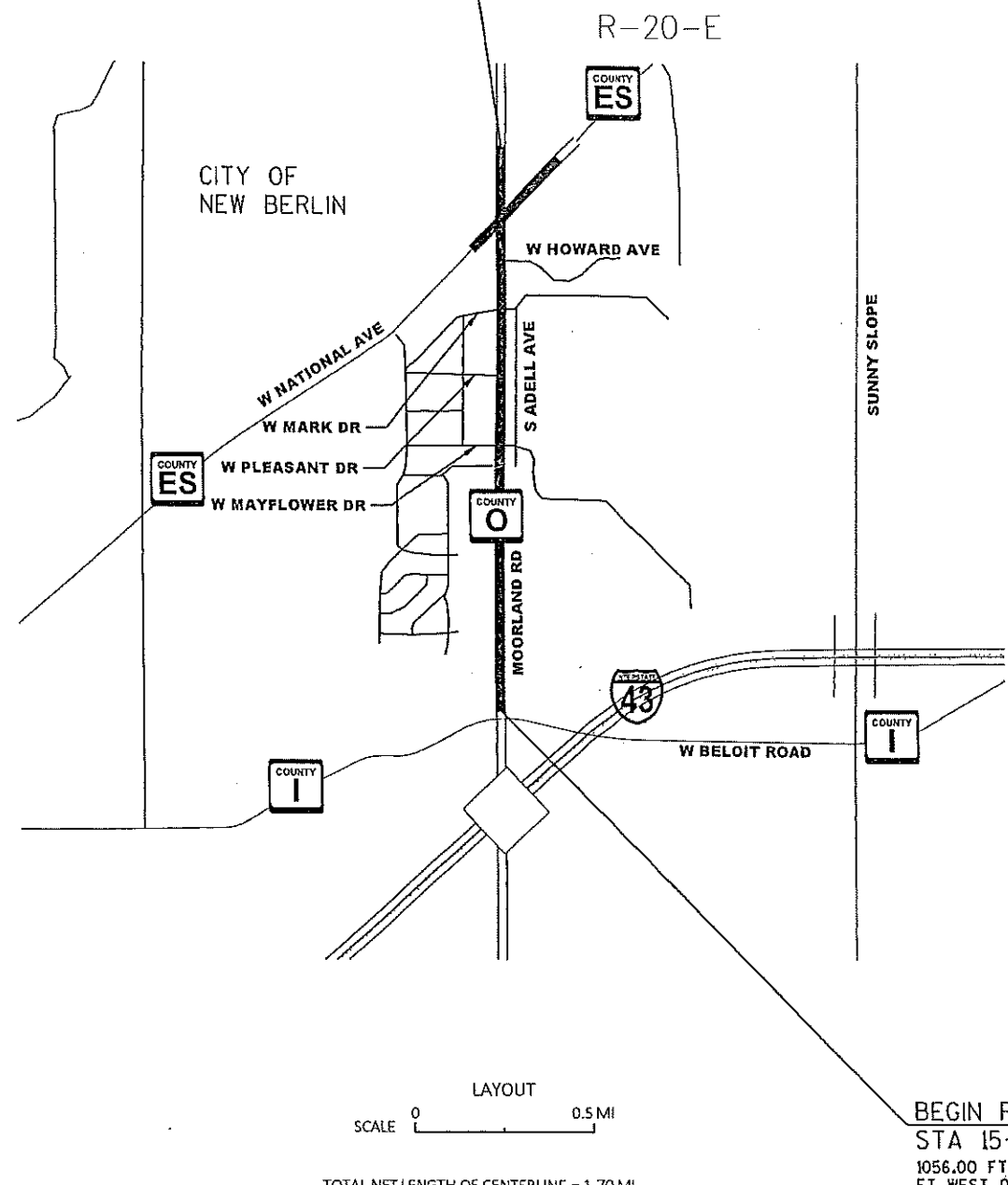
CONVENTIONAL SYMBOLS	
SECTION LINE	PARCEL NUMBER 25
QUARTER LINE	UTILITY NUMBER 40
SIXTEENTH LINE	R/W MONUMENT
NEW REFERENCE LINE	NON-MONUMENTED
NEW R/W LINE	R/W POINT
EXISTING R/W LINE	FOUND 1" IRON ROD
PROPERTY LINE	FOUND 1" IRON PIPE
LOT, TIE, AND OTHER MINOR LINES	VALVE (GAS, WATER, ETC.)
SLOPE INTERCEPT	SIGN
EASEMENTS	OFF-PREMISE SIGN
CORPORATE LIMITS	
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.)	
FEE ACQUISITION AREA (HATCHING VARIES BY OWNER)	
TEMP. LIMITED EASEMENT AREA	
EASEMENT AREA (HIGHWAY, PERMANENT LIMITED, OR RESTRICTED DEVELOPMENT)	
TRANSMISSION STRUCTURES	
BUILDING	
BUILDING (TO BE REMOVED)	
BRIDGE	

CONVENTIONAL UTILITY SYMBOLS	
WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES	OH
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SS
STORM SEWER	SS
ELECTRIC TOWER	ET
POWER POLE	PP
TELEPHONE POLE	TP
TELEPHONE PEDESTAL	TPD

CURVE DATA ABBREVIATIONS	
LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL ABBREVIATIONS			
ACCESS RIGHTS	AR	OUTLOT	OL
ACRES	AC	PAGE	P
AHEAD	AH	POINT OF TANGENCY	PT
ALUMINUM	ALUM	PROPERTY LINE	PL
AND OTHERS	ET AL	RECORDED AS	{100'}
BACK	BK	REEL / IMAGE	R/I
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	C/L	PERMANENT LIMITED EASEMENT	PLE
CERTIFIED SURVEY MAP	CSM	POINT OF BEGINNING	POB
CONCRETE	CONC	POINT OF CURVATURE	PC
COUNTY	CO	POINT OF COMPOUND CURVE	PCC
COUNTY TRUNK HIGHWAY	CTH	POINT OF INTERSECTION	PI
DISTANCE	DIST	REMAINING	REM
CORNER	COR	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
DOCUMENT NUMBER	DOC	RIGHT	RT
EASEMENT	EASE	RIGHT OF WAY	R/W
EXISTING	EX	SECTION	SEC
GAS VALVE	GV	SEPTIC VENT	SEPV
GRID NORTH	GN	SQUARE FEET	SF
HIGHWAY EASEMENT	HE	STATE TRUNK HIGHWAY	STH
IDENTIFICATION	ID	STATION	STA
LAND CONTRACT	LC	TELEPHONE PEDESTAL	TP
LEFT	LT	TEMPORARY LIMITED EASEMENT	TLE
MONUMENT	MON	TRANSPORTATION PROJECT PLAT	TPP
NATIONAL GEODETIC SURVEY	NGS	UNITED STATES HIGHWAY	USH
NUMBER	NO	VOLUME	V

END RELOCATION ORDER
STA 105+99.33
WEST 1/4 CORNER OF
SECTION 14, T 6 N, R 20 E
Y=149,996.87
X=716,211.43



R/W PROJECT NUMBER 2722-07-22	SHEET NUMBER 4.01	TOTAL SHEETS 14
FEDERAL PROJECT NUMBER		
PLAT OF RIGHT OF WAY REQUIRED FOR MOORLAND ROAD (CTH O) W BELOIT ROAD (CTH I) TO W NATIONAL AVE (CTH ES)		
MOORLAND ROAD (CTH O)		WAUKESHA COUNTY
CONSTRUCTION PROJECT NUMBER 2722-07-72		

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WAUKESHA COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, 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. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, 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 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.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE ARE LISTED ON DETAIL SHEETS.

BEGIN RELOCATION ORDER
STA 15+98.67
1056.00 FT SOUTH AND 2.04
FT WEST OF THE
NORTHWEST CORNER OF
SECTION 26, T 6 N, R 20 E
Y=140,997.94
X=716,073.87

ORIGINAL PLAT PREPARED BY

Smith

WISCONSIN

SHANE M. ZODROW
S-2869
GREENDALE
WI

DATE: 1/14/2022

LAND SURVEYOR

REVISION DATE	WAUKESHA COUNTY
APPROVED FOR WAUKESHA COUNTY DEPARTMENT OF PUBLIC WORKS DATE: 2-20-22	APPROVED BY: <i>Alison Biegel</i> (Signature) Alison Biegel (Printed Name)
DATE: 1/20/22	APPROVED BY: <i>Karen Braun</i> (Signature) Karen Braun (Printed Name)

THIS PLAT IS A GRAPHIC REPRESENTATION
AND IS FOR REFERENCE PURPOSES ONLY.
DEEDS MUST BE CHECKED TO DETERMINE
PROPERTY BOUNDARIES AND ACCESS RIGHTS.

SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

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

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	R/W REQUIRED ACRES			TOTAL REMAINING ACRES	T.L.E. ACRES	P.L.E. ACRES	PARCEL NUMBER
					NEW	EXISTING	TOTAL				
1	4.05	FMLH MCW REAL ESTATE VENTURES, LLC	FEE, TLE	48.408	0.006	-	0.006	48.402	0.081	-	1
2	4.05	TARGET CORPORATION	FEE, TLE	8.796	0.053	-	0.053	8.743	0.132	-	2
3	4.05	MOORLAND CAPITAL, LLC.	FEE, TLE	1.251	0.013	-	0.013	1.238	0.024	-	3
4	4.05	UNIVERSITY OF WISCONSIN CREDIT UNION	TLE	0.985	-	-	-	0.985	0.010	-	4
5	4.06	ELIMINATED	-	-	-	-	-	-	-	-	5
6	4.06	JACK AND AILEEN HIDLE	TLE	2.976	-	-	-	2.976	0.011	-	6
7	4.06	DALE M. RESCH	TLE	3.006	-	-	-	3.006	0.004	-	7
8	4.06	ELIMINATED	-	-	-	-	-	-	-	-	8
9	4.06	ELIMINATED	-	-	-	-	-	-	-	-	9
10	4.06	ELIMINATED	-	-	-	-	-	-	-	-	10
11	4.06	ILO M. ZIMDARS REVOCABLE TRUST	FEE	4.992	0.019	-	0.019	4.973	-	-	11
12	4.06	ILO M. AND ROBIN K. ZIMDARS	FEE	5.022	0.019	-	0.019	5.003	-	-	12
13	4.06	SCOTT C. JAHNKE	FEE	3.120	0.002	-	0.002	3.118	-	-	13
14	4.06	MARY ANN JAHNKE TRUST	FEE	1.908	0.017	-	0.017	1.891	-	-	14
15	4.06	ELIMINATED	-	-	-	-	-	-	-	-	15
16	4.06	ELIMINATED	-	-	-	-	-	-	-	-	16
17	4.06	ELIMINATED	-	-	-	-	-	-	-	-	17
18	4.07	MARY LYNN GUTZKE	TLE	0.756	-	-	-	0.756	0.015	-	18
19	4.07	DOUGLAS C. O'BRYAN AND CAITLYN M. MEDLOCK	TLE	2.270	-	-	-	2.270	0.013	-	19
20	4.07	ELIMINATED	-	-	-	-	-	-	-	-	20
21	4.07	ELIMINATED	-	-	-	-	-	-	-	-	21
22	4.07	ELIMINATED	-	-	-	-	-	-	-	-	22
23	4.07	CROSSROADS COMMUNITY CHURCH	TLE	9.509	-	-	-	9.509	0.027	-	23
24	4.07	ELIMINATED	-	-	-	-	-	-	-	-	24
25	4.07	BEN A. AND MELISSA PENNER	TLE	1.400	-	-	-	1.400	0.008	-	25
26	4.07	ELIMINATED	-	-	-	-	-	-	-	-	26
27	4.07	ELIMINATED	-	-	-	-	-	-	-	-	27
28	4.07	ELIMINATED	-	-	-	-	-	-	-	-	28
29	4.08	MICHAEL S. AND PATRICIA A. WONDRA	FEE	0.564	0.034	-	0.034	0.530	-	-	29
30	4.08	DONALD L. AND URSULA BALSOVER	FEE, TLE	0.451	0.031	-	0.031	0.420	0.006	-	30
31	4.08	THE ESTATE OF SOFIJA DJURDJULOV	FEE, TLE	0.707	0.014	-	0.014	0.693	0.023	-	31
32	4.08	DANIEL W. AND KRISTIN A. HILL	TLE	0.704	-	-	-	0.704	0.009	-	32
33	4.08	ELIMINATED	-	-	-	-	-	-	-	-	33
34	4.08	ELIMINATED	-	-	-	-	-	-	-	-	34
35	4.08	ELIMINATED	-	-	-	-	-	-	-	-	35
36	4.08	ELIMINATED	-	-	-	-	-	-	-	-	36
37	4.08	ELIMINATED	-	-	-	-	-	-	-	-	37
38	4.08	ELIMINATED	-	-	-	-	-	-	-	-	38
39	4.08	PATRICIA A. STAR	FEE, TLE	0.293	0.023	-	0.023	0.270	0.016	-	39
40	4.08	DENNIS K. AND CAROLYN A. KUTZ REVOCABLE LIVING TRUST	FEE, TLE	0.295	0.023	-	0.023	0.272	0.002	-	40
41	4.08	CHRIS C. AND JULIE L. MEYER	FEE	0.249	0.020	-	0.020	0.229	-	-	41
42	4.08	SCOTT AND SARAH VOELZ	FEE	0.249	0.020	-	0.020	0.229	-	-	42
43	4.08	ANDREW A. AND SARA L. GASIOROWSKI	FEE	0.270	0.020	-	0.020	0.250	-	-	43
44	4.08	TRAVIS AND JENNIFER MORGAN	FEE, TLE	0.291	0.020	-	0.020	0.271	0.008	-	44
45	4.08	ADAM KOZICKI	FEE, TLE	0.291	0.020	-	0.020	0.271	0.002	-	45
46	4.08	LAVERNE H. AND TRINA M. HICKS	FEE, TLE	0.288	0.020	-	0.020	0.268	0.002	-	46
47	4.08	JULIE L. AND ROBERT J. KIRCHOFF	FEE	0.292	0.020	-	0.020	0.272	-	-	47
48	4.08	DAVID R. PEACOCK	FEE	0.291	0.020	-	0.020	0.271	-	-	48
49	4.08	BHADRA K. CHHEDA	FEE	0.291	0.020	-	0.020	0.271	-	-	49
50	4.08	EMILY F. VANDEN HEUVEL	FEE, TLE	0.292	0.020	-	0.020	0.272	0.008	-	50
51	4.08	ELIMINATED	-	-	-	-	-	-	-	-	51
52	4.09	TERRY D. AND SHARON S. ARNOLD	FEE, TLE	0.805	0.015	-	0.015	0.790	0.021	-	52
53	4.09	ANDREW O. SUNDSTROM	FEE, TLE	0.710	0.014	-	0.014	0.696	0.012	-	53
54	4.09	DEAN J. AND DANIEL B. STORKEL	FEE	0.715	0.014	-	0.014	0.701	-	-	54
55	4.09	KORY G. AND SARAH A. FRANTZ	FEE	0.719	0.014	-	0.014	0.705	-	-	55

SCHEDULE OF LANDS & INTERESTS REQUIRED

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PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	R/W REQUIRED ACRES			TOTAL REMAINING ACRES	T.L.E. ACRES	P.L.E. ACRES	PARCEL NUMBER
					NEW	EXISTING	TOTAL				
56	4.09	ANDREW W. AND KATHRYN A. WAHL	FEE, TLE	0.724	0.014	-	0.014	0.710	0.020	-	56
57	4.09	ROBERT E. JR. AND JEAN M. LYONS	FEE	0.824	0.022	-	0.022	0.802	-	-	57
58	4.09	KENNETH P. DOBBERFUHL AND DARLENE C. JAROSCH	FEE, TLE	0.620	0.018	-	0.018	0.602	0.035	-	58
59	4.09	MOORLAND OFFICE, LLC. BY DAVID SCOTT WILLIAMS	FEE, PLE, TLE	0.602	0.011	-	0.011	0.591	0.047	0.001	59
60	4.09	RAYMOND AND CYNTHIA GALINSKY	FEE, PLE, TLE	0.574	0.011	-	0.011	0.563	0.029	0.004	60
61	4.09	JEFFREY S. KURTH AND THERESA M. BALISTRERI-KURTH	FEE	0.298	0.020	-	0.020	0.278	-	-	61
62	4.09	JOSEPH C. AND CAROLYN K. HUEBSCH	FEE	0.293	0.020	-	0.020	0.273	-	-	62
63	4.09	ELIMINATED	-	-	-	-	-	-	-	-	63
64	4.09	THOMAS R. COOPER AND MARCY NIGHTINGALE	FEE	0.288	0.020	-	0.020	0.268	-	-	64
65	4.09	JO ANNE ROPIAK	FEE	0.291	0.020	-	0.020	0.271	-	-	65
66	4.09	PAUL D. AND MELISSA A. KOSKI	FEE	0.295	0.020	-	0.020	0.275	-	-	66
67	4.09	MATTHEW L. AND KELLY L. TRITZ	FEE	0.295	0.029	-	0.029	0.266	-	-	67
68	4.09	DOUGLAS BREMBERGER	FEE	0.290	0.029	-	0.029	0.261	-	-	68
69	4.09	JAMES M. AND PATRICIA J. WALKER	FEE, TLE	0.349	0.034	-	0.034	0.315	0.013	-	69
70	4.09	GARY C. AND LORRAINE H. ENGEL	FEE	0.402	0.032	-	0.032	0.370	-	-	70
71	4.09	CITY OF NEW BERLIN	FEE	0.443	0.044	-	0.044	0.399	-	-	71
72	4.10	EMMA M. SCHERER REVOCABLE TRUST	FEE, TLE	0.888	0.012	-	0.012	0.876	0.009	-	72
73	4.10	JOHN MAREK	FEE	0.882	0.012	-	0.012	0.870	-	-	73
74	4.10	LUCIAN AND JULIA DANIELEWSKI TRUST	FEE, TLE	0.859	0.011	-	0.011	0.848	0.011	-	74
75	4.10&4.11	EXCHANGERIGHT NET LEASED PORTFOLIO 30 DST	FEE, TLE	1.909	0.019	-	0.019	1.890	0.067	-	75
76	4.10	ELIMINATED	-	-	-	-	-	-	-	-	76
77	4.10	STEVEN E. GENGLER	FEE	0.691	0.011	-	0.011	0.680	-	-	77
78	4.10	D & L HERMANN PROPERTIES, LLC.	FEE, TLE	0.684	0.019	-	0.019	0.665	0.004	-	78
79	4.10	JOHN KURTZ, LLC.	FEE, TLE	1.156	0.054	-	0.054	1.102	0.018	-	79
80	4.10	BRE RETAIL RESIDUAL OWNER 5 LLC.	FEE, TLE	1.215	0.044	-	0.044	1.171	0.056	-	80
81	4.11	ASSOCIATED BANK NA	FEE, TLE	1.357	0.091	-	0.091	1.266	0.132	-	81
82	4.11	ELIMINATED	-	-	-	-	-	-	-	-	82
83	4.11	ELIMINATED	-	-	-	-	-	-	-	-	83
84	4.11&4.13	15600 NATIONAL AVENUE, LLC.	FEE, TLE	2.036	0.071	-	0.071	1.965	0.109	-	84
85	4.12	MARINE BANK WEST	FEE, TLE	2.927	0.037	-	0.037	2.890	0.025	-	85
86	4.12	NORTH SHORE BANK FSB	FEE, TLE	0.908	0.006	-	0.006	0.902	0.014	-	86
87	4.12	BRE RETAIL RESIDUAL OWNER 5, LLC.	FEE, TLE	9.324	0.003	-	0.003	9.321	0.056	-	87
88	4.12	CITY OF NEW BERLIN	FEE, TLE	4.005	0.014	-	0.014	3.991	0.018	-	88
89	4.12	FIRSTAR BANK MILWAUKEE, NA	FEE, TLE	2.052	0.005	-	0.005	2.047	0.004	-	89
90	4.12	15550 WEST NATIONAL, LLC.	FEE, TLE	1.647	0.023	-	0.023	1.624	0.088	-	90
91	4.12&4.13	YBB HOLDINGS, LLC.	FEE, TLE	1.273	0.014	-	0.014	1.259	0.072	-	91
92	4.13	FRANCHISE REALTY INTERSTATE CORPORATION	TLE	0.927	-	-	-	0.927	0.029	-	92
93	4.13	NEW BERLIN ENTERPRISES, LLC.	TLE	10.890	-	-	-	10.890	0.039	-	93
UTILITY NUMBER											
200	4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12 & 4.13	WE ENERGIES - ELECTRIC	INTEREST								
201	4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12 & 4.13	AT&T WISCONSIN	RELEASE OF RIGHTS								
202	4.05, 4.06, 4.07, 4.08 & 4.09	CITY OF NEW BERLIN - WATER	RELEASE OF RIGHTS								
203	4.05, 4.11 & 4.12	CITY OF NEW BERLIN - SANITARY	RELEASE OF RIGHTS								
204	4.05, 4.08, 4.09, 4.10 & 4.12	TIME WARNER CABLE	RELEASE OF RIGHTS								
205	4.05, 4.10 & 4.11	WE ENERGIES - GAS	RELEASE OF RIGHTS								
206	4.11 & 4.12	MCI FIBER	RELEASE OF RIGHTS								
207	4.05, 4.09 & 4.10	CITY OF NEW BERLIN	RELEASE OF RIGHTS								
208	4.05	EJP MOORLAND COMMONS, LLC & LAYTON STATE BANK	RELEASE OF RIGHTS								
209	4.05	EJP MOORLAND COMMONS, LLC, LAYTON STATE BANK & TARGET CORPORATION	RELEASE OF RIGHTS								
210	4.12 & 4.13	NEW BERLIN ASSOCIATES & 15450 WEST NATIONAL AVENUE, NEW BERLIN, LLC.	RELEASE OF RIGHTS								
211	4.10	ASSOCIATED BANK NA & MRED ASSOCIATES	RELEASE OF RIGHTS								
212	4.11	15600 NATIONAL AVENUE, LLC.	RELEASE OF RIGHTS								
213	4.10, 4.11 & 4.12	CITY OF NEW BERLIN - LIGHTING	RELEASE OF RIGHTS								
214	4.12	MID-AMERICA REALTY INVESTMENTS, INC & BC REAL ESTATE INVESTMENTS, INC.	RELEASE OF RIGHTS								
215	4.12	NORTH SHORE BANK FSB, BRE RETAIL RESIDUAL OWNER 5, LLC. & JOHN KURTZ, LLC.	RELEASE OF RIGHTS								

REVISION DATE _____

DATE 01/14/2022

SCALE, FEET

0 N/A N/A

HWY: CTH O

STATE R/W PROJECT NUMBER: 2722-07-22

PLAT SHEET 4.03

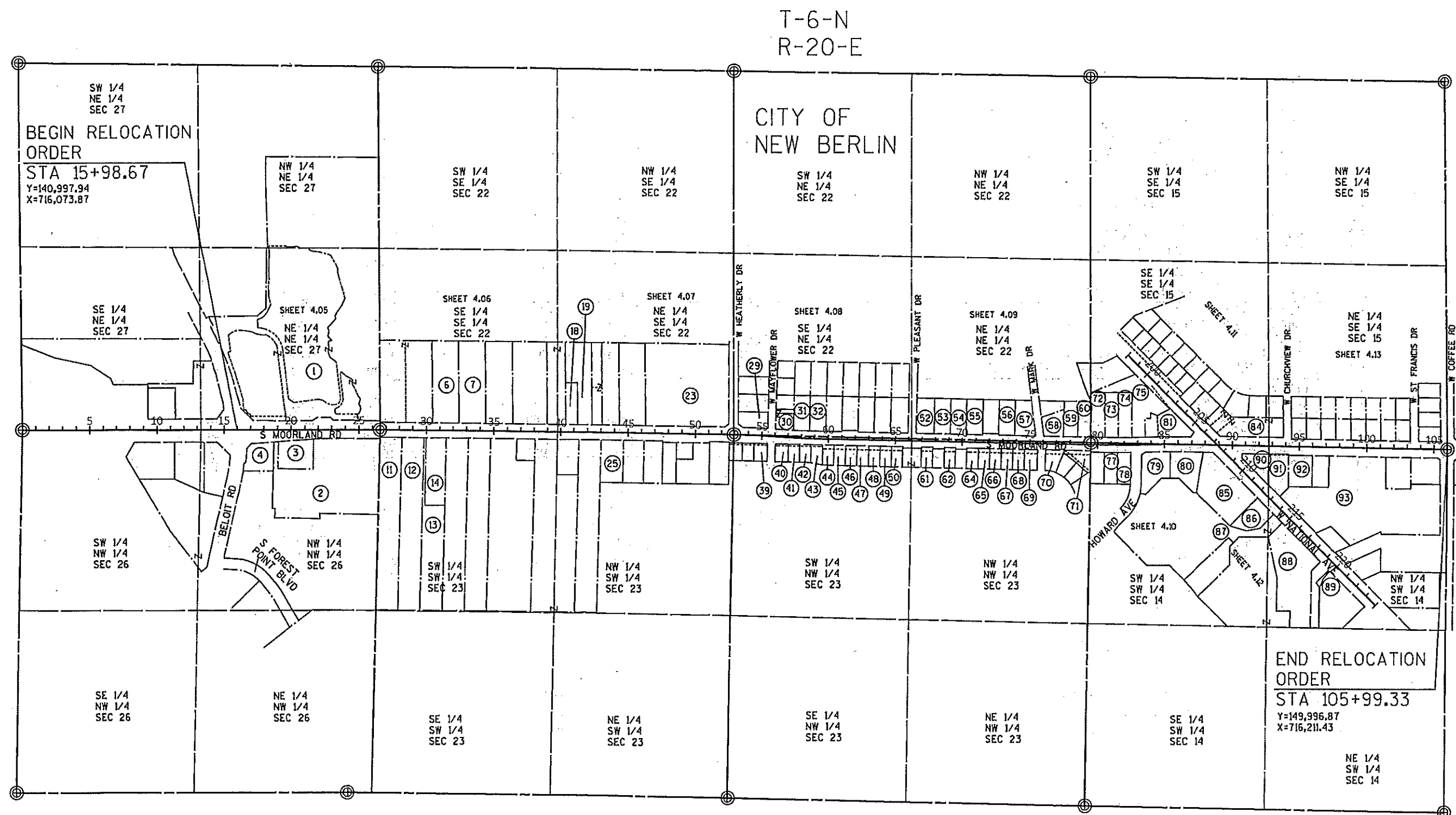
GRID FACTOR N/A

COUNTY: WAUKESHA

CONSTRUCTION PROJECT NUMBER: 2722-07-72

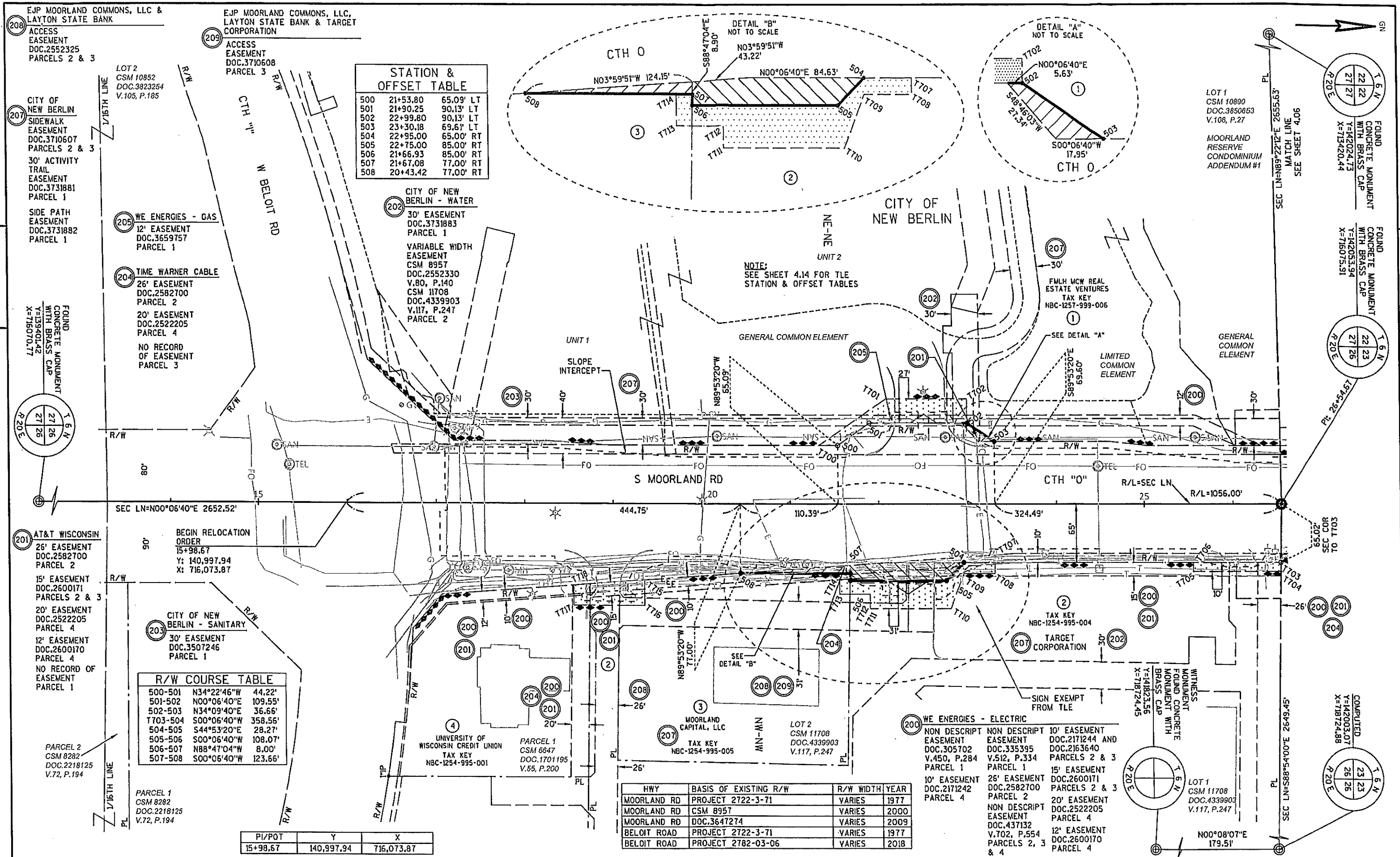
PS&E SHEET

E



REVISION DATE 	DATE 01/14/2022 GRID FACTOR N/A	SCALE, FEET 	HWY: CTH O COUNTY: WAUKESHA	STATE R/W PROJECT NUMBER: 2722-07-22 CONSTRUCTION PROJECT NUMBER: 2722-07-72	PLAT SHEET 4.04 PS&E SHEET	E
FILE NAME : TPP100.DWG LAYOUT NAME - 4.04			PLOT DATE : 1/13/2022 1:15 PM	PLOT BY : WEINREIS, CHRIS	PLOT NAME :	PLOT SCALE : NO SCALE

Page 41
 WISDOT/CADD SHEET 75



STATION & OFFSET TABLE

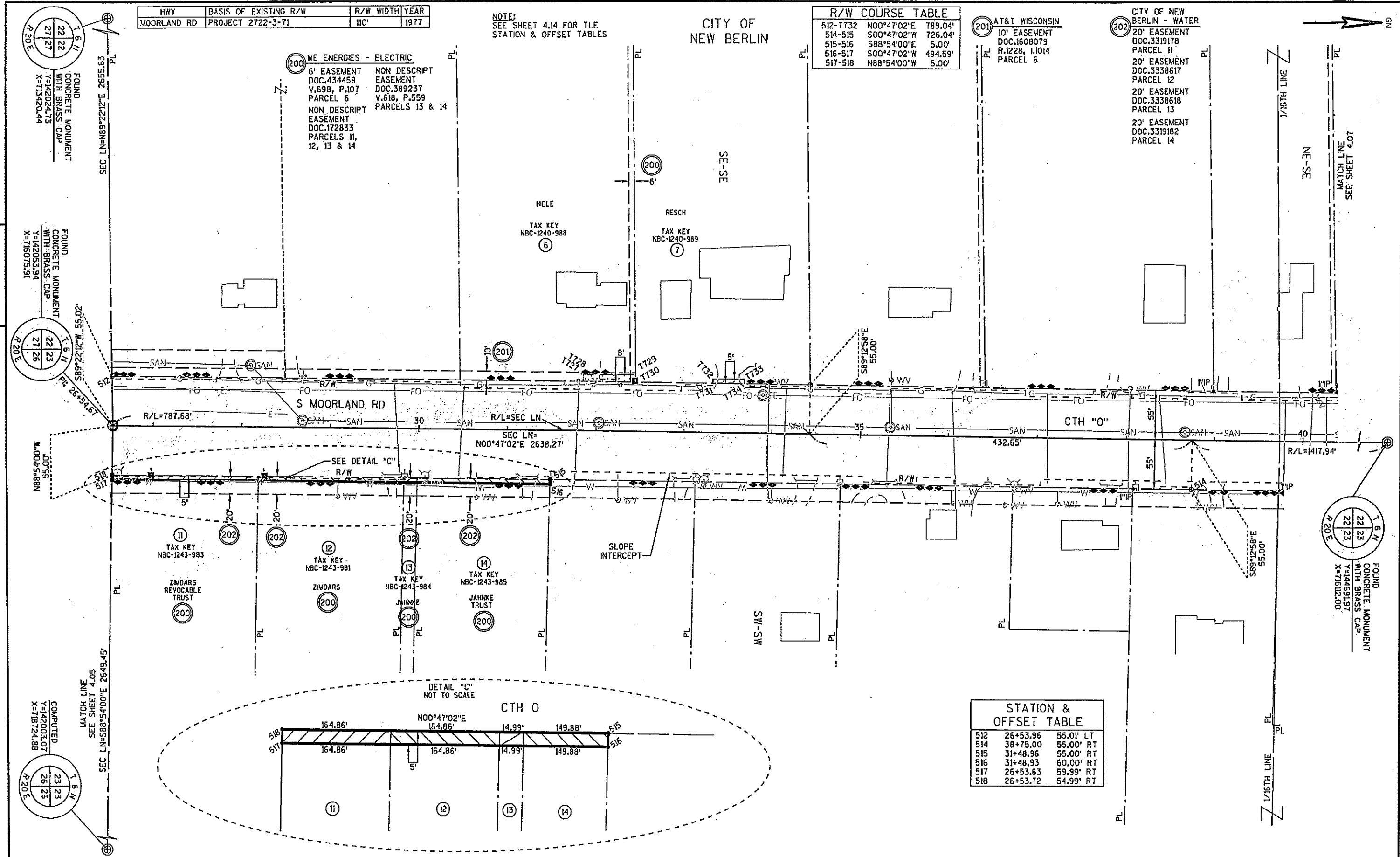
500	21+53.80	65.09' LT
501	21+90.25	90.13' LT
502	22+99.80	90.13' LT
503	23+30.18	69.61' LT
504	22+95.00	65.00' RT
505	22+75.00	85.00' RT
506	21+66.93	85.00' RT
507	21+67.08	77.00' RT
508	20+43.42	77.00' RT

R/W COURSE TABLE

500-501	N34°22'46"W	44.22'
501-502	N00°06'40"E	109.55'
502-503	N34°09'40"E	36.66'
503-504	S00°06'40"W	358.55'
504-505	S44°53'20"E	28.27'
505-506	S00°06'40"W	108.07'
506-507	N88°47'04"W	8.00'
507-508	S00°06'40"W	123.66'

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	VARIES	1977
MOORLAND RD	CSM 8957	VARIES	2000
MOORLAND RD	DOC.3647274	VARIES	2009
BELOIT ROAD	PROJECT 2722-3-71	VARIES	1977
BELOIT ROAD	PROJECT 2782-03-06	VARIES	2018

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH 0	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.05
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET
FILE NAME: TPP200.DWG	LAYOUT NAME: 4.05	PLOT DATE: 1/13/2022 1:21 PM	PLOT BY: WEINREIS, CHRIS	PLOT NAME:	PLOT SCALE: NO SCALE



HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	110'	1977

NOTE:
SEE SHEET 4.14 FOR TIE
STATION & OFFSET TABLES

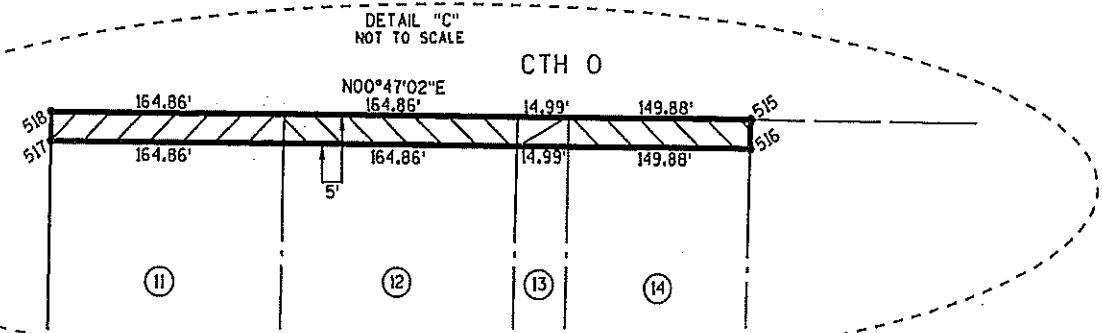
CITY OF
NEW BERLIN

R/W COURSE TABLE			
512-TT32	N00°47'02"E	789.04'	
514-515	S00°47'02"W	726.04'	
515-516	S88°54'00"E	5.00'	
516-517	S00°47'02"W	494.59'	
517-518	N88°54'00"W	5.00'	

AT&T WISCONSIN
10' EASEMENT
DOC.1608079
R.1228, 1.1014
PARCEL 6

CITY OF NEW
BERLIN - WATER
20' EASEMENT
DOC.3319178
PARCEL 11
20' EASEMENT
DOC.3338617
PARCEL 12
20' EASEMENT
DOC.3338618
PARCEL 13
20' EASEMENT
DOC.3319182
PARCEL 14

STATION & OFFSET TABLE			
512	26+53.96	55.01' LT	
514	38+75.00	55.00' RT	
515	31+48.96	55.00' RT	
516	31+48.93	60.00' RT	
517	26+53.63	59.99' RT	
518	26+53.72	54.99' RT	



REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH 0	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.06
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET

WE ENERGIES - ELECTRIC
NON DESCRIPT
EASEMENT
DOC.229807
PARCELS 18 & 19
NON DESCRIPT
EASEMENT
DOC.172833
PARCEL 25
NON DESCRIPT
EASEMENT
DOC.409050
V.654, P.102
PARCEL 25

NOTE:
SEE SHEET 4.14 FOR TLE
STATION & OFFSET TABLES

CITY OF
NEW BERLIN

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-T1	110'	1977
MOORLAND RD	CSM 10451	65'	2005
W HEATHERLY DR	PROJECT 2722-3-T1	33'	1977

STATION & OFFSET TABLE			
519	52+24.29	55.00' LT	
520	52+58.27	77.98' LT	
511	52+63.15	55.00' RT	

(201) AT&T WISCONSIN
10' EASEMENT
DOC.1608084
R.1228, L.1024
PARCEL 18
10' EASEMENT
DOC.1606206
R.1225, L.301
PARCEL 23
10' EASEMENT
DOC.1608087
R.1228, L.1030
PARCEL 19

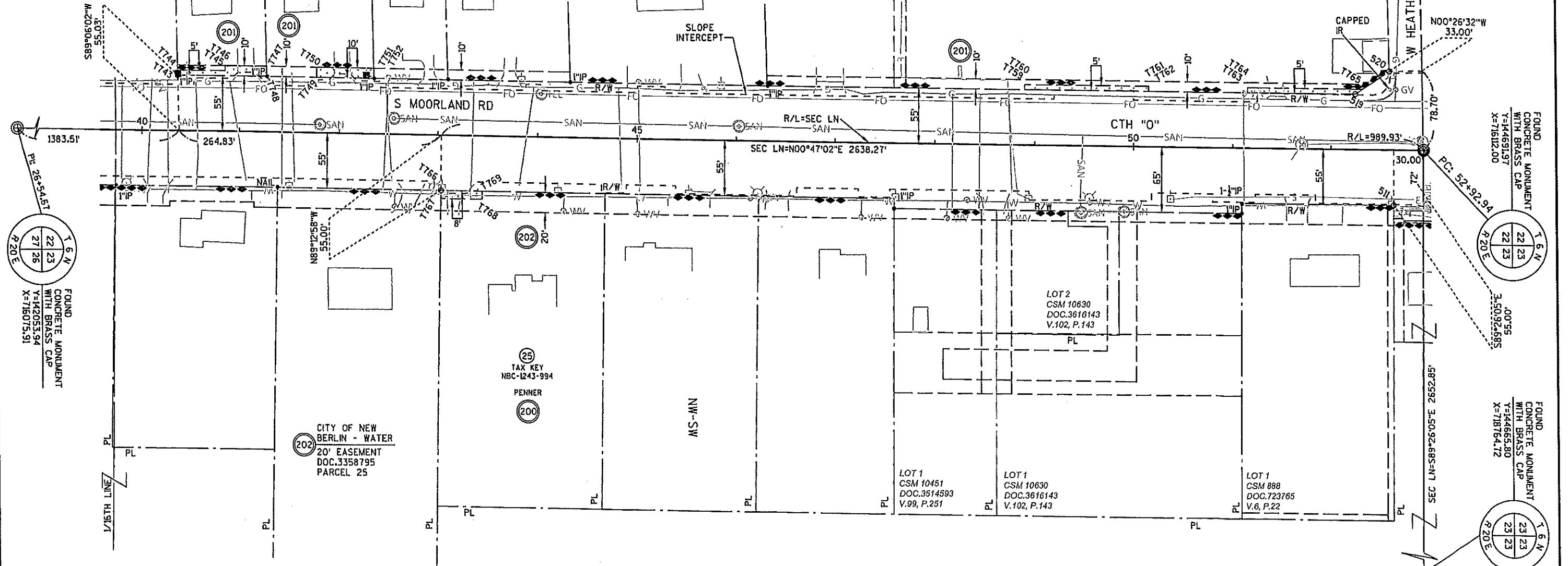
CROSSROADS
COMMUNITY
CHURCH
TAX KEY
NBC-1240-999
(23)

R/W COURSE TABLE			
T743-519	N00°47'02"E	1187.72'	
519-520	N33°16'52"W	41.02'	
511-T765	S00°47'02"W	960.14'	

FOUND
CONCRETE MONUMENT
WITH BRASS CAP
T 6 N
22 22
22 22
Y=144671.44
X=713452.74

FOUND
CONCRETE MONUMENT
WITH BRASS CAP
T 6 N
22 23
22 23
Y=144691.97
X=71612.00

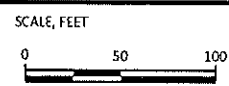
FOUND
CONCRETE MONUMENT
WITH BRASS CAP
T 6 N
23 23
23 23
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X=718764.72



REVISION DATE				

DATE 01/14/2022

GRID FACTOR N/A



HWY: CTH O

COUNTY: WAUKESHA

STATE R/W PROJECT NUMBER: 2722-07-22

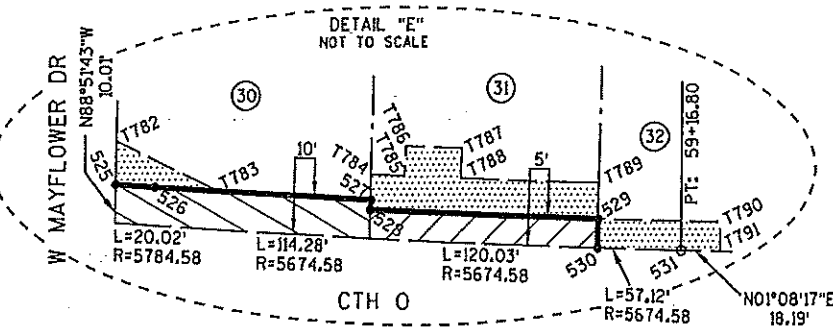
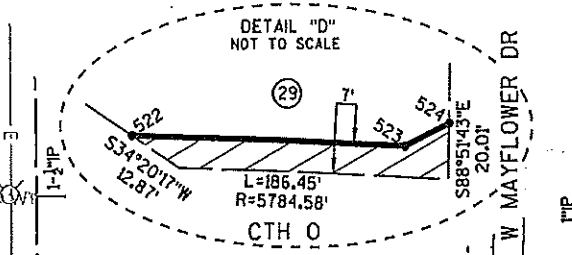
CONSTRUCTION PROJECT NUMBER: 2722-07-72

PLAT SHEET 4.07

PS&E SHEET

E

R/W CURVE TABLE				
COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
522-523	173.99'	5791.58'	N02°14'37"E	173.98'
525-526	20.57'	5794.58'	N03°58'43"E	20.57'
526-527	113.72'	5664.58'	N03°30'18"E	113.72'
528-529	120.03'	5669.58'	N02°19'19"E	120.03'
530-531	57.12'	5674.58'	N01°25'35"E	57.12'



201 AT&T WISCONSIN
NON DESCRIPT
EASEMENT
DOC.382168
V.606, P.331
PARCELS 29,
30, 31 & 32
VARIABLE WIDTH
EASEMENT
DOC.754883
V.1183, P.551
PARCELS 39,
40, 41, 42, 43,
44, 45, 46, 47,
48, 49 & 50

202 CITY OF NEW
BERLIN - WATER
10' EASEMENT
DOC.1366811
R.796, I.1108
PARCEL 29
10' EASEMENT
DOC.1261058
R.615, I.832
PARCEL 30
10' EASEMENT
DOC.1261057
R.615, I.830
PARCEL 31
10' EASEMENT
DOC.1261055
R.615, I.825
PARCEL 32

NOTE:
SEE SHEET 4.14 FOR TLE
STATION & OFFSET TABLES

BLOCK 6
VILLAGE PARK
SUBDIVISION

SEE DETAIL "D"

SEE DETAIL "E"

PARCEL 2
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 1
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 2
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 1
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 2
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 1
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 2
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 1
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 2
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 1
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 2
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 1
CSM-4027
DOC.1158043
V.31, P.208

PARCEL 2
CSM-4027
DOC.1158043
V.31, P.208

R/L S MOORLAND ROAD
CURVE DATA
PI = 54+57.81
Y = 144,856.820
X = 716,114.257
PC = 52+92.94
PT = 59+16.80
DELTA = 03°17'47" RT
BACK = S00°47'02"W
AHEAD = N04°04'49"E
D = 01°00'00"
T = 164.87'
L = 329.65'
R = 5729.58'

R/L S MOORLAND ROAD
CURVE DATA
PI = 57+69.73
Y = 145,168.036
X = 716,136.457
PC = 56+22.59
PT = 59+16.80
DELTA = 02°56'32" LT
BACK = S04°04'49"W
AHEAD = N01°08'17"E
D = 01°00'00"
T = 147.14'
L = 294.21'
R = 5729.58'

R/W COURSE TABLE	
521-522	N34°20'17"E 29.02'
522-523	SEE CURVE DATA
523-524	N26°33'01"W 26.22'
524-525	N12°57'54"E 61.30'
525-526	SEE CURVE DATA
526-527	SEE CURVE DATA
527-528	S88°51'43"E 5.00'
528-529	SEE CURVE DATA
529-530	S88°51'43"E 5.00'
530-531	SEE CURVE DATA
531-509	N01°08'17"E 182.88'
509-532	N88°51'43"W 10.00'
532-533	N01°08'17"E 120.00'
533-534	S88°51'43"E 10.00'
534-510	N01°08'17"E 374.17'

R/W COURSE TABLE	
535-536	S01°08'17"W 141.86'
536-537	S01°08'17"W 950.01'
537-538	S01°08'17"W 60.00'
538-539	S01°08'17"W 100.14'
539-540	N88°46'46"W 10.00'
540-815	S01°08'17"W 151.61'

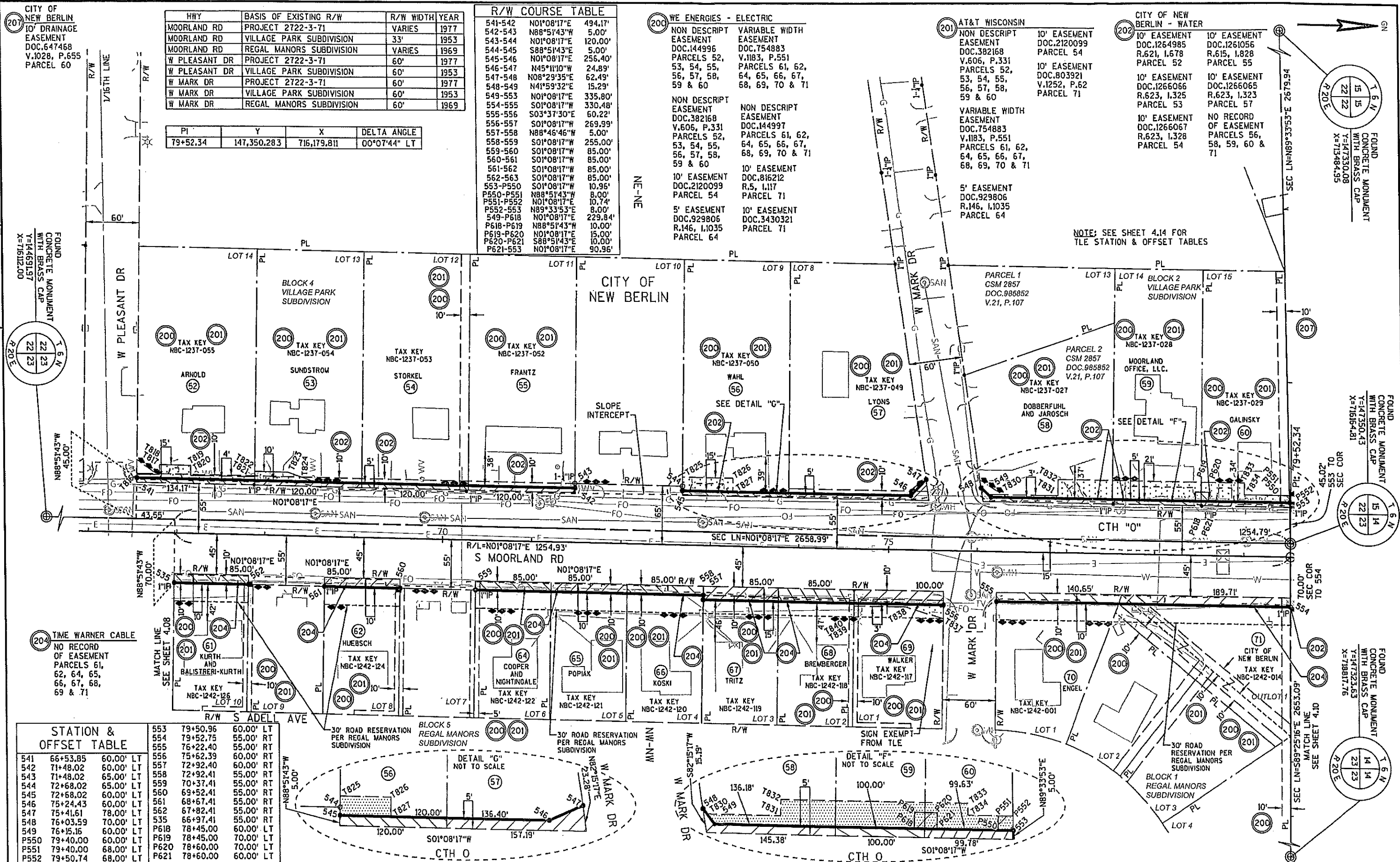
204 TIME WARNER CABLE
NO RECORD
OF EASEMENT
PARCELS 39,
40, 41, 42,
43, 44 & 45

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	VARIES	1977
MOORLAND RD	VILLAGE PARK SUBDIVISION	33'	1953
MOORLAND RD	REGAL MANORS SUBDIVISION	VARIES	1969
W HEATHERLY DR	PROJECT 2722-3-71	33'	1977
W HEATHERLY DR	VILLAGE PARK SUBDIVISION	33'	1953
W MAYFLOWER DR	VILLAGE PARK SUBDIVISION	60'	1953
W MAYFLOWER DR	PROJECT 2722-3-71	60'	1977
W MAYFLOWER DR	REGAL MANORS SUBDIVISION	60'	1969
W PLEASANT DR	PROJECT 2722-3-71	60'	1977
W PLEASANT DR	VILLAGE PARK SUBDIVISION	60'	1953

200 WE ENERGIES - ELECTRIC
NON DESCRIPT
EASEMENT
DOC.144996
V.1183, P.551
PARCELS 29,
30, 31 & 32
NON DESCRIPT
EASEMENT
DOC.382168
V.606, P.331
PARCELS 29,
30, 31 & 32
10' EASEMENT
DOC.4481429
PARCEL 42

STATION & OFFSET TABLE

521	53+23.87	77.86'	LT
522	53+47.88	62.00'	LT
523	55+20.00	62.00'	LT
524	55+42.50	75.00'	LT
525	56+02.25	65.00'	LT
526	56+22.59	65.00'	LT
527	57+37.62	65.00'	LT
528	57+37.78	60.00'	LT
529	58+59.08	60.00'	LT
530	58+59.13	55.00'	LT
531	59+16.81	55.00'	LT
509	60+99.68	55.00'	LT
532	60+99.68	65.00'	LT
533	62+19.68	65.00'	LT
534	62+19.68	55.00'	LT
510	65+93.85	55.00'	LT
535	66+97.41	55.00'	RT
536	66+55.55	55.00'	RT
537	66+08.49	63.33'	RT
538	55+47.86	65.95'	RT
539	54+46.57	68.90'	RT
540	54+46.38	58.90'	RT
815	52+93.18	60.00'	RT



HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	VARIES	1977
MOORLAND RD	VILLAGE PARK SUBDIVISION	33'	1953
MOORLAND RD	REGAL MANORS SUBDIVISION	VARIES	1969
W PLEASANT DR	PROJECT 2722-3-71	60'	1977
W PLEASANT DR	VILLAGE PARK SUBDIVISION	60'	1953
W MARK DR	PROJECT 2722-3-71	60'	1977
W MARK DR	VILLAGE PARK SUBDIVISION	60'	1953
W MARK DR	REGAL MANORS SUBDIVISION	60'	1969

PI	Y	X	DELTA ANGLE
79+52.34	147,350.283	716,179.811	00°07'44" LT

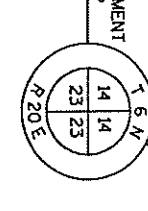
R/W COURSE TABLE			
541-542	N01°08'17"E	494.17'	
542-543	N88°51'43"W	5.00'	
543-544	N01°08'17"E	120.00'	
544-545	S88°51'43"W	5.00'	
545-546	N01°08'17"E	256.40'	
546-547	N45°11'10"W	24.89'	
547-548	N08°29'35"E	62.49'	
548-549	N41°59'32"E	15.29'	
549-553	N01°08'17"E	335.80'	
554-555	S01°08'17"W	330.48'	
555-556	S03°37'30"E	60.22'	
556-557	S01°08'17"W	269.99'	
557-558	N88°46'46"W	5.00'	
558-559	S01°08'17"W	255.00'	
559-560	S01°08'17"W	85.00'	
560-561	S01°08'17"W	85.00'	
561-562	S01°08'17"W	85.00'	
562-563	S01°08'17"W	85.00'	
563-564	S01°08'17"W	10.95'	
564-565	N88°51'43"W	8.00'	
565-566	N01°08'17"E	10.74'	
566-567	N89°33'53"E	8.00'	
567-568	N01°08'17"E	229.84'	
568-569	N88°51'43"W	10.00'	
569-570	N01°08'17"E	15.00'	
570-571	S88°51'43"E	10.00'	
571-572	N01°08'17"E	90.96'	

STATION & OFFSET TABLE			
541	66+53.85	60.00'	LT
542	71+48.02	60.00'	LT
543	71+48.02	65.00'	LT
544	72+68.02	65.00'	LT
545	72+68.02	60.00'	LT
546	75+24.43	60.00'	LT
547	75+41.61	78.00'	LT
548	76+03.59	70.00'	LT
549	76+15.16	60.00'	LT
550	79+40.00	60.00'	LT
551	79+40.00	68.00'	LT
552	79+50.74	68.00'	LT

553	79+50.96	60.00'	LT
554	79+52.75	55.00'	RT
555	76+22.40	55.00'	RT
556	75+62.39	60.00'	RT
557	72+92.40	60.00'	RT
558	72+92.41	55.00'	RT
559	70+37.41	55.00'	RT
560	69+52.41	55.00'	RT
561	68+67.41	55.00'	RT
562	67+82.41	55.00'	RT
563	66+97.41	55.00'	RT
564	78+45.00	60.00'	LT
565	78+45.00	70.00'	LT
566	78+60.00	70.00'	LT
567	78+60.00	60.00'	LT

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH O	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.09
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET

RECIPROCAL
AGREEMENT
EASEMENT
DOC.2791814
PARCEL 75



FOUND
CONCRETE MONUMENT
WITH BRASS CAP
Y=149986.87
X=716211.43

1 6 N
15 14
15 14
15 14
R 20 E

R/W CURVE TABLE				
COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
563-564	193.84	5669.5'	N00°01'47"E	193.8'
569-570	76.16	5667.08'	S00°37'27"W	76.16'
571-572	202.09'	5662.58'	S01°04'47"E	202.0'
577-578	163.48'	5789.58'	S00°12'01"W	163.48'

R/L S MOORLAND ROAD
CURVE DATA
PI = 82+09.84
Y = 147,607.742
X = 716,184.347
PC = 80+63.21
PRC = 83+56.41
DELTA = 02°55'55" LT
BACK = SO1°00'33"W
AHEAD = NO1°55'22"W
D = 01°00'00"
T = 146.63'
L = 293.20'
R = 5729.58'

(200) WE ENERGIES - ELECTRIC
NON DESCRIPT EASEMENT
DOC.1710661
R.1431, I.46
PARCELS 75, 81 & 84
NON DESCRIPT EASEMENT
DOC.406916
V.649, P.102
PARCELS 75 & 81
VARIABLE WIDTH EASEMENT
DOC.2859920
PARCEL 75
NON DESCRIPT EASEMENT
DOC.406908
V.649, P.852
PARCEL 84
NON DESCRIPT EASEMENT
DOC.406917
V.649, P.104
PARCEL 81
NON DESCRIPT EASEMENT
DOC.416449
V.666, P.482
PARCEL 84

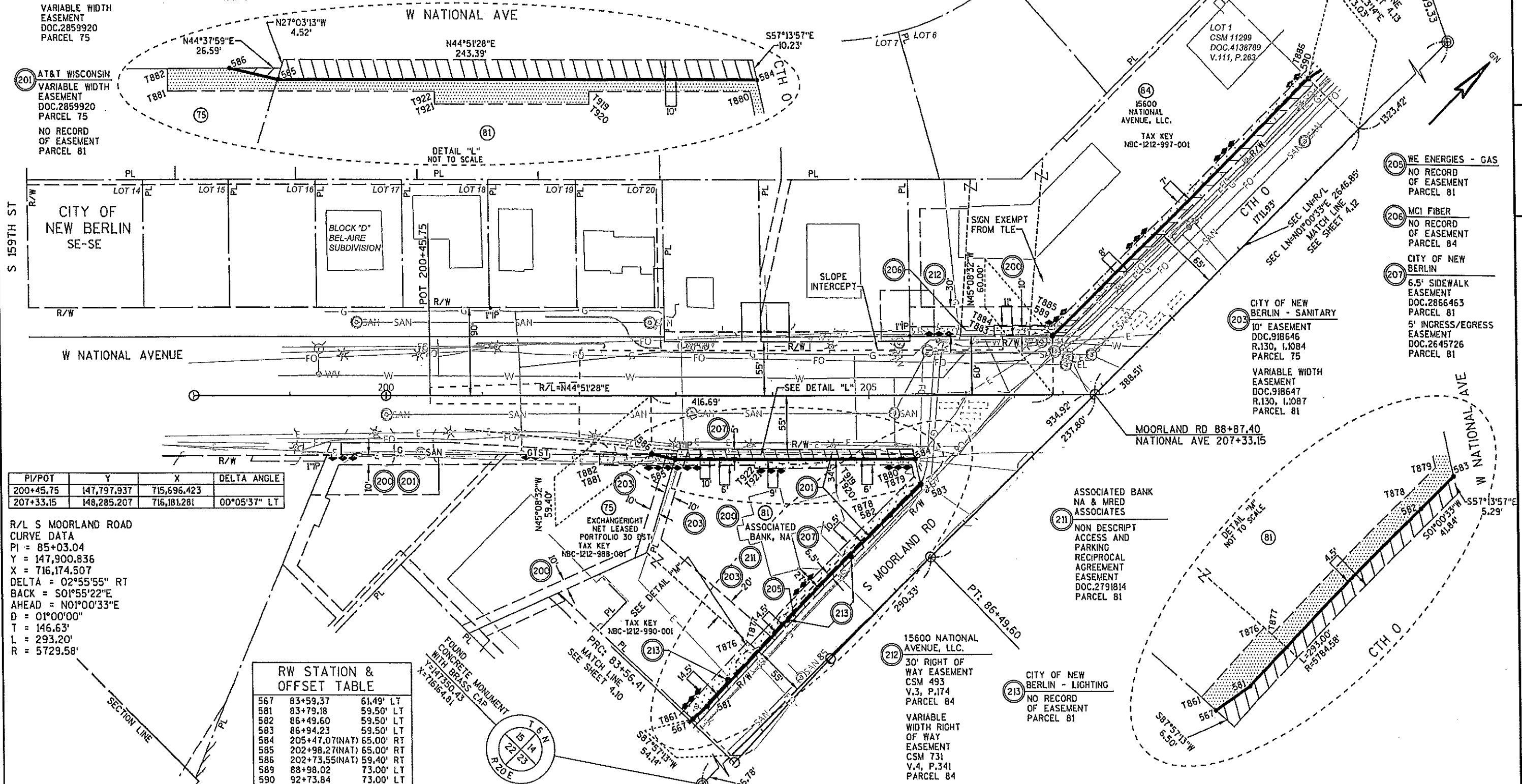
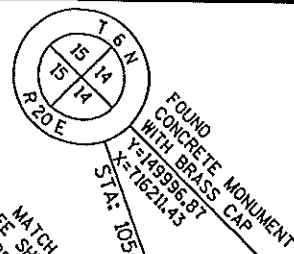
(201) AT&T WISCONSIN
VARIABLE WIDTH EASEMENT
DOC.2859920
PARCEL 75
NO RECORD OF EASEMENT
PARCEL 81

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	55'	1977
MOORLAND RD	CSM 11299	65'	2015
W NATIONAL AVE	PROJECT 2722-3-71	110' & 115'	1977
W NATIONAL AVE	CSM 731	65'	1967
W NATIONAL AVE	BEL-AIRE SUBDIVISION	90'	1955
W NATIONAL AVE	DOC.1656725	VARIES	1991
W NATIONAL AVE	PROJECT 2722-3-71	33'	1977

R/W COURSE TABLE			
567-581	N03°53'04"E	20.11'	
581-582	SEE CURVE DATA		
582-583	N01°00'33"E	44.63'	
583-584	N57°13'57"W	26.50'	
584-585	S44°51'28"W	248.80'	
585-586	S57°36'54"W	25.35'	
589-590	N01°00'33"E	375.83'	

R/W CURVE TABLE				
COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
581-582	273.24'	5789.08'	N00°20'34"W	273.21'

NOTE: SEE SHEET 4.14 FOR
TLE STATION & OFFSET TABLES



PI/POT	Y	X	DELTA ANGLE
200+45.75	147,797.937	715,696.423	
207+33.15	148,285.207	716,181.281	00°05'37" LT

R/L S MOORLAND ROAD
CURVE DATA
PI = 85+03.04
Y = 147,900.836
X = 716,174.507
DELTA = 02°55'55" RT
BACK = S01°55'22"E
AHEAD = N01°00'33"E
D = 01°00'00"
T = 146.63'
L = 293.20'
R = 5729.58'

RW STATION & OFFSET TABLE			
567	83+59.37	61.49' LT	
581	83+79.18	59.50' LT	
582	86+49.60	59.50' LT	
583	86+94.23	59.50' LT	
584	205+47.07(NAT)	65.00' RT	
585	202+98.27(NAT)	65.00' RT	
586	202+73.55(NAT)	59.40' RT	
589	88+98.02	73.00' LT	
590	92+73.84	73.00' LT	

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH 0	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.11
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET

R/W COURSE TABLE			
568-591	N01°00'33"E	65.36'	
591-616	N44°45'51"E	53.54'	
616-617	N45°14'09"W	7.50'	
617-592	N44°45'51"E	1082.89'	
592-593	N44°45'51"E	99.00'	
593-594	N44°45'51"E	150.00'	
594-595	N45°14'09"W	1.50'	
595-597	S55°28'38"W	37.66'	
597-598	S44°45'51"W	93.50'	
598-599	N84°13'18"W	15.10'	
599-600	N28°28'29"W	14.43'	
600-601	N01°00'33"E	183.80'	

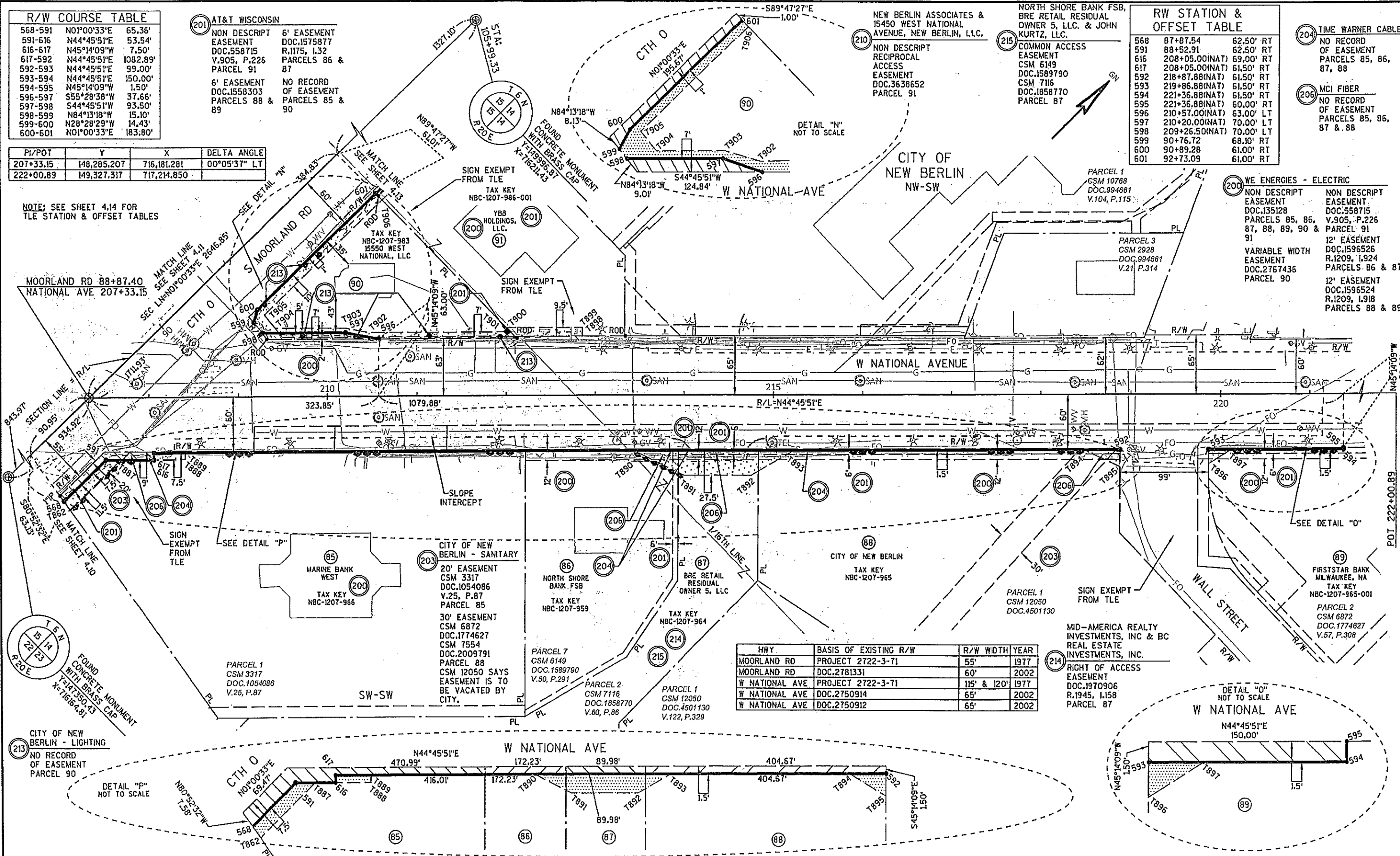
PI/POT	Y	X	DELTA ANGLE
207+33.15	148,285.207	716,181.281	00°05'37" LT
222+00.89	149,327.317	717,214.850	

201 AT&T WISCONSIN
 NON DESCRIPT EASEMENT
 DOC.1575877
 R.1175, I.32
 V.905, P.226
 PARCELS 86 & 87
 6' EASEMENT
 NO RECORD
 OF EASEMENT
 PARCELS 85 & 89

RW STATION & OFFSET TABLE			
568	87+87.54	62.50' RT	
591	88+52.91	62.50' RT	
616	208+05.00(NAT)	69.00' RT	
617	208+05.00(NAT)	61.50' RT	
592	218+87.88(NAT)	61.50' RT	
593	219+86.88(NAT)	61.50' RT	
594	221+36.88(NAT)	61.50' RT	
595	221+36.88(NAT)	60.00' RT	
596	210+57.00(NAT)	63.00' LT	
597	210+20.00(NAT)	70.00' LT	
598	209+26.50(NAT)	70.00' LT	
599	90+76.72	68.10' RT	
600	90+89.28	61.00' RT	
601	92+73.09	61.00' RT	

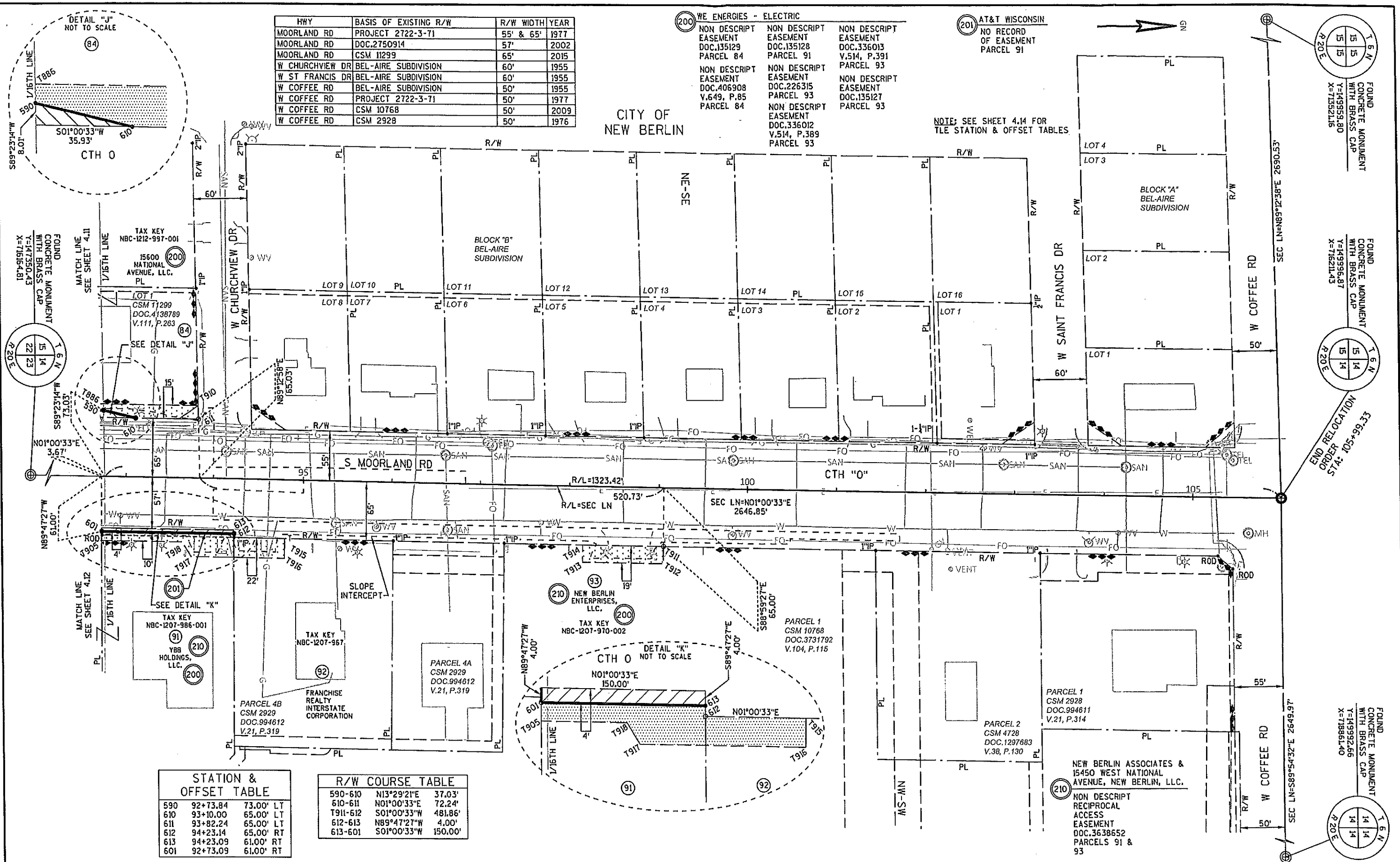
204 TIME WARNER CABLE
 NO RECORD
 OF EASEMENT
 PARCELS 85, 86,
 87, 88
 206 MCI FIBER
 NO RECORD
 OF EASEMENT
 PARCELS 85, 86,
 87 & 88

200 WE ENERGIES - ELECTRIC
 NON DESCRIPT EASEMENT
 DOC.135128
 PARCELS 85, 86,
 87, 88, 89, 90 & PARCEL 91
 12' EASEMENT
 DOC.1596526
 R.1209, I.924
 PARCELS 86 & 87
 12' EASEMENT
 DOC.1596524
 R.1209, I.918
 PARCELS 88 & 89



HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	55'	1977
MOORLAND RD	DOC.2781331	60'	2002
W NATIONAL AVE	PROJECT 2722-3-71	115' & 120'	1977
W NATIONAL AVE	DOC.2750914	65'	2002
W NATIONAL AVE	DOC.2750912	65'	2002

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH O	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.12
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET



HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	55' & 65'	1977
MOORLAND RD	DOC.2750914	57'	2002
MOORLAND RD	CSM 11299	65'	2015
W CHURCHVIEW DR	BEL-AIRE SUBDIVISION	60'	1955
W ST FRANCIS DR	BEL-AIRE SUBDIVISION	60'	1955
W COFFEE RD	BEL-AIRE SUBDIVISION	50'	1955
W COFFEE RD	PROJECT 2722-3-71	50'	1977
W COFFEE RD	CSM 10768	50'	2009
W COFFEE RD	CSM 2928	50'	1976

CITY OF
NEW BERLIN

WE ENERGIES - ELECTRIC		
NON DESCRIPT EASEMENT DOC.135129 PARCEL 84	NON DESCRIPT EASEMENT DOC.135128 PARCEL 91	NON DESCRIPT EASEMENT DOC.336013 V.514, P.391 PARCEL 93
NON DESCRIPT EASEMENT DOC.406908 V.649, P.85 PARCEL 84	NON DESCRIPT EASEMENT DOC.226315 PARCEL 93	NON DESCRIPT EASEMENT DOC.135127 PARCEL 93
	NON DESCRIPT EASEMENT DOC.336012 V.514, P.389 PARCEL 93	

AT&T WISCONSIN
NO RECORD
OF EASEMENT
PARCEL 91

NOTE: SEE SHEET 4.14 FOR
TILE STATION & OFFSET TABLES

STATION & OFFSET TABLE			
590	92+73.84	73.00'	LT
610	93+10.00	65.00'	LT
611	93+82.24	65.00'	LT
612	94+23.14	65.00'	RT
613	94+23.09	61.00'	RT
601	92+73.09	61.00'	RT

R/W COURSE TABLE			
590-610	N13°29'21"E	37.03'	
610-611	N01°00'33"E	72.24'	
T911-612	S01°00'33"W	481.86'	
612-613	N89°47'27"W	4.00'	
613-601	S01°00'33"W	150.00'	

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH 0	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.13
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET E

4

TLE STATION & OFFSET TABLE - SHEET 4.05		
T700	21+32.61	65.00' LT
T701	22+08.80	117.13' LT
T702	22+99.80	117.13' LT
T703	26+53.55	65.00' RT
T704	26+53.38	75.00' RT
T705	25+55.00	75.00' RT
T706	25+55.00	65.00' RT
T707	23+30.00	65.00' RT
T708	23+30.00	77.00' RT
T709	22+95.00	77.00' RT
T710	22+80.00	116.00' RT
T711	21+90.00	116.00' RT
T712	21+90.00	100.00' RT
T713	21+55.00	100.00' RT
T714	21+55.00	77.00' RT
T715	19+35.00	84.79' RT
T716	19+35.00	113.00' RT
T717	18+55.00	113.00' RT
T718	18+55.00	90.53' RT

TLE STATION & OFFSET TABLE - SHEET 4.06		
T727	31+85.00	55.00' LT
T728	31+85.00	63.00' LT
T729	32+44.04	63.00' LT
T730	32+44.28	55.00' LT
T731	33+32.00	55.00' LT
T732	33+32.00	60.00' LT
T733	33+68.00	60.00' LT
T734	33+68.00	55.00' LT

TLE STATION & OFFSET TABLE - SHEET 4.07		
T743	40+36.57	55.00' LT
T744	40+36.42	60.00' LT
T745	40+85.00	60.00' LT
T746	40+85.00	65.00' LT
T747	41+26.31	65.00' LT
T748	41+26.60	55.00' LT
T749	41+77.00	55.00' LT
T750	41+77.00	65.00' LT
T751	42+34.35	65.00' LT
T752	42+34.64	55.00' LT
T759	48+90.00	55.00' LT
T760	48+90.00	60.00' LT
T761	50+15.00	60.00' LT
T762	50+15.00	55.00' LT
T763	51+15.00	55.00' LT
T764	51+15.00	60.00' LT
T765	52+31.68	60.00' LT
T766	43+03.01	55.00' RT
T767	43+02.97	63.00' RT
T768	43+45.00	63.00' RT
T769	43+45.00	55.00' RT

TLE STATION & OFFSET TABLE - SHEET 4.08		
T782	56+01.69	77.00' LT
T783	56+45.00	65.00' LT
T784	57+37.64	64.50' LT
T785	57+55.02	64.50' LT
T786	57+55.00	80.00' LT
T787	57+85.00	80.00' LT
T788	57+85.00	64.50' LT
T789	58+59.03	64.94' LT
T790	59+35.00	60.10' LT
T791	59+35.00	55.00' LT
T796	65+55.54	59.00' RT
T741	64+70.54	59.00' RT
T742	64+70.55	55.00' RT
T797	62+15.54	55.00' RT
T798	62+15.54	58.00' RT
T799	61+90.33	58.00' RT
T800	61+90.31	55.00' RT
T801	60+65.00	55.00' RT
T802	60+65.00	59.00' RT
T803	59+60.53	59.00' RT
T804	59+60.54	55.00' RT
T805	56+35.00	62.00' RT
T806	56+35.00	65.01' RT
T807	56+08.63	66.33' RT
T808	55+48.38	79.94' RT
T809	54+97.03	81.66' RT
T810	54+96.62	67.67' RT

TLE STATION & OFFSET TABLE - SHEET 4.09		
T816	66+53.85	64.00' LT
T817	66+80.00	64.00' LT
T818	66+80.00	75.00' LT
T819	67+15.00	75.00' LT
T820	67+15.00	64.00' LT
T821	67+88.02	64.00' LT
T822	67+88.02	70.00' LT
T823	68+25.00	70.00' LT
T824	68+55.00	60.00' LT
T825	72+68.02	75.00' LT
T826	73+25.00	75.00' LT
T827	73+25.00	60.00' LT
T830	76+11.69	63.00' LT
T831	76+90.00	63.00' LT
T832	76+90.00	81.00' LT
T833	79+00.00	81.00' LT
T834	79+00.00	68.00' LT
T837	75+62.37	75.00' RT
T838	75+19.90	63.00' RT
T839	74+62.40	63.00' RT
T840	74+62.40	60.00' RT

TLE STATION & OFFSET TABLE - SHEET 4.10		
T848	79+50.74	68.00' LT
T849	80+00.00	68.00' LT
T850	80+00.00	60.00' LT
T852	81+58.07	60.00' LT
T853	81+57.97	72.00' LT
T855	82+00.00	72.00' LT
T856	82+00.00	60.00' LT
T857	82+59.37	90.00' LT
T858	83+20.00	90.00' LT
T859	83+20.00	74.00' LT
T860	83+56.41	74.00' LT
T861	83+59.34	74.00' LT
T862	87+85.90	74.00' RT
T863	87+25.00	74.00' RT
T864	87+25.00	80.00' RT
T865	86+70.00	80.00' RT
T866	86+70.00	69.00' RT
T867	86+49.60	69.00' RT
T868	85+42.93	69.00' RT
T869	83+70.00	67.00' RT

TLE STATION & OFFSET TABLE - SHEET 4.11		
T861	83+59.34	74.00' LT
T876	84+55.00	74.00' LT
T877	84+55.00	70.00' LT
T878	86+49.60	70.00' LT
T879	86+94.85	70.00' LT
T880	205+43.24(NAT)	71.00' RT
T919	204+60.00(NAT)	71.00' RT
T920	204+60.00(NAT)	74.00' RT
T921	203+80.00(NAT)	74.00' RT
T922	203+80.00(NAT)	71.00' RT
T881	202+20.00(NAT)	71.00' RT
T882	202+19.95(NAT)	59.61' RT
T883	206+30.00(NAT)	60.00' LT
T884	206+30.00(NAT)	71.00' LT
T885	89+06.61	80.00' LT
T886	92+73.64	80.00' LT

TLE STATION & OFFSET TABLE - SHEET 4.12		
T862	87+85.90	74.00' RT
T887	88+64.92	74.00' RT
T888	208+40.00(NAT)	69.00' RT
T889	208+40.00(NAT)	61.50' RT
T890	213+43.24(NAT)	61.50' RT
T891	214+00.00(NAT)	89.00' RT
T892	214+75.00(NAT)	89.00' RT
T893	215+23.21(NAT)	61.50' RT
T894	218+47.88(NAT)	61.50' RT
T895	218+87.88(NAT)	80.00' RT
T896	219+86.88(NAT)	77.00' RT
T897	220+11.88(NAT)	61.50' RT
T898	212+85.00(NAT)	65.00' LT
T899	212+85.00(NAT)	74.50' LT
T900	211+99.80(NAT)	74.50' LT
T901	212+04.23(NAT)	70.00' LT
T902	210+46.90(NAT)	70.00' LT
T903	210+20.47(NAT)	75.00' LT
T904	209+41.75(NAT)	75.00' LT
T905	90+91.53	71.00' RT
T906	92+73.23	71.00' RT

TLE STATION & OFFSET TABLE - SHEET 4.13		
T886	92+73.64	80.00' LT
T910	93+81.77	80.00' LT
T911	99+05.00	65.00' RT
T912	99+05.00	84.00' RT
T913	98+15.00	84.00' RT
T914	98+15.00	65.00' RT
T915	94+80.00	65.00' RT
T916	94+80.00	87.00' RT
T917	93+75.00	87.00' RT
T918	93+65.00	71.00' RT
T905	92+73.23	71.00' RT

4



STAFF REPORT

To:

From:

Date: January 24, 2023

Subject: UT 04-23 Recommend to the Common Council approval of the Temporary Construction Easement Conveyance of lights in Land and Lump Sum Agreement for Payment for Lands Amendment for the Water associated with the Moorland Road project 2722-07-22.

DESCRIPTION:

REQUEST:

RECOMMENDATION:

ATTACHMENTS: 1. ITEM UT 04-23 Complete (2)

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT: Waukesha County DPW

PROJECT: Moorland Road Land Acquisition – Water

LOCATION: Moorland Road (CTH O) from Beloit Road (CTH I) to National Avenue (CTH ES)

REQUEST: Approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for the Water associated with the Moorland Road Project 2722-07-22

D.C.D. RECOMMENDATION: Recommend Common Council approval of the Temporary Construction Easement, Conveyance of Rights in Land, and Lump Sum Agreement for Payment for Lands Amendment for the Water associated with the Moorland Road Project 2722-07-22.

1. The City of New Berlin has nine parcels with Water Easements that will be impacted by the Moorland Road reconstruction project that is planned for 2023. As part of the 2022 Utility project, the Utility has relocated any Water infrastructure that was in conflict with the proposed construction.
2. Waukesha County is seeking a Temporary Construction Easement over lands the City has easement interest in including Parcel 1 (Tax Key NBC 1257.999.006 FMLH MCW Real Estate Ventures), Parcel 2 (Tax Key NBC 1254.995.004 Target), Parcel 30 (Tax Key NBC 1237.071 Balsover), Parcel 31 (Tax Key NBC 1237.070 Djurdjulov), Parcel 32 (Tax Key NBC 1237.069 Hill), Parcel 52 (Tax Key NBC 1237.055 Arnold), Parcel 58 (Tax Key NBC 1237.027 Jarosch), Parcel 59 (Tax Key NBC 1237.028 Moorland Office, LLC), and Parcel 60 (Tax Key NBC 1237.029 Galinsky).
3. Waukesha County is seeking a Conveyance of Rights in Land for 17 parcels for release of rights to lands owned by these 17 properties where City Sanitary Sewer Easements are located.
 - a. Parcel 12 Tax Key NBC 1243.981 Zimdars
 - b. Parcel 11 Tax Key NBC 1243.983 Zimdars
 - c. Parcel 13 Tax Key NBC 1243.984 Jahnke
 - d. Parcel 14 Tax Key NBC 1243.985 Jahnke
 - e. Parcel 29 Tax Key NBC 1237.082 Wondra
 - f. Parcel 30 Tax Key NBC 1237.071 Balsover
 - g. Parcel 31 Tax Key NBC 1237.070 Djurdjulov
 - h. Parcel 55 Tax Key NBC 1237.052 Frantz
 - i. Parcel 54 Tax Key NBC 1237.053 Storkel
 - j. Parcel 53 Tax Key NBC 1237.054 Sundstrom
 - k. Parcel 52 Tax Key NBC 1237.055 Arnold
 - l. Parcel 56 Tax Key NBC 1237.050 Wahl
 - m. Parcel 57 Tax Key NBC 1237.049 Lyons
 - n. Parcel 58 Tax Key NBC 1237.027 Jarosch
 - o. Parcel 59 Tax Key NBC 1237.028 Moorland Office, LLC.
 - p. Parcel 60 Tax Key NBC 1237.029 Galinsky
 - q. Parcel 71 Tax Key NBC 1242.014 City of New Berlin

4. In compensation for the cost to relocate the affected water infrastructure, a Lump Sum Agreement will be entered into between Waukesha County and the City of New Berlin to remove and relocate the City's water. The amount will be determined by the Utility Consultant.

Attachment:

Temporary Construction Easement

Conveyance of Rights of Land

Lump Sum Agreement for Payment for Lands or Interests in Lands Acquired from Public Utility

**TEMPORARY CONSTRUCTION EASEMENT
(Traditional Right-of-Way Plat)**

The City of New Berlin, Grantor, which has an interest in the lands described below, grants to the Waukesha County, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) 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 to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the City of New Berlin, Waukesha County, Wisconsin and are shown on Sheet Number(s) 4.05, 4.06, 4.08 and 4.09,, which is a part of the Right-of-Way Plat for Project No. 2722-07-22, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Wisconsin Statutes. This plat is also available for viewing at the Office located at 515 W. Moreland Blvd, Waukesha, WI 53188.

The said lands are part of Parcel(s) 1, 2, 30, 31, 32, 52, 58, 59 and 60 as shown on said Right-of-Way Plat and are further described as lying in the Northeast ¼ of Section 27, the Northwest ¼ of Section 26, the East ½ of Section 22, the West ½ of Section 23, the Southeast ¼ of Section 15 and the Southwest ¼ of Section 14, Town 6 North Range 20 East in the City of New Berlin, Waukesha County, State of Wisconsin.

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 2722-07-72 for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as (see attachment) in the Waukesha County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

8/29/22

(Document Created Date)

The City of New Berlin

(Company)

(Signature)

(Date)

(Title)

(Signature)

(Date)

(Title)

Utility or R/W Project ID 2722-07-22

R/W Parcel No. 202

Utility Parcel 202, City of New Belrin Water (Temp. Construction Easement-Attachment)

Volume	Page	Document No	Parcel #	Tax I.D. #
		4339903	2	NBC 1254995004
		3731883	1	NBC 1257999006
615	825	1261055	32	NBC 1237 069
615	830	1261057	31	NBC 1237070
615	832	1261058	30	NBC 1237071
621	678	1264985	52	NBC1237055
		Prescriptive	58	NBC 1237027
		Prescriptive	59	NBC 1237028
		Prescriptive	60	NBC 1237029

CONVEYANCE OF RIGHTS IN LAND

(Non-Fee Land Interests)

Exempt from-filing transfer form s.77.21(1) Wis. Stats.

Locals 11/2016 County Projects s 83.08(1) Wis. Stats.

The City of New Berlin, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of Waukesha, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal roadway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property:
None

This space is reserved for recording data

Return to

Waukesha County DPW

Attn: Karen Braun

515 W Moreland Blvd Rm 220

Waukesha WI 53188

Parcel Identification Number/Tax Key Number

NBC 1243-981, NBC 1243 983, NBC 1243 984, NBC
1243-985, NBC 1237 082, NBC 1237 071, NBC 1237
070, NBC 1237-052-055, NBC 1237 050, NBC 1237
049, NC 1237 027-029, NBC 1237 052-055, NBC 1242
014

Legal Description
see attached

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

The City of New Berlin
(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of _____)
County _____) ss.

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Conveyance of Rights 202 City of New Berlin Water

In an easement shown on Certified Survey Map 11708 and described as a 45' Watermain and Storm Sewer Easement Per C.S.M 8957 along the northerly property line of Lot 1, said map recorded with the Waukesha County Register of Deeds as Document 4339903 in Book 117 as Pages 247-252 of Certified Surveys. Said conveyance of rights area described as: All that part of Lot 1, Certified Survey Map 11708 being a part of the Northwest 1/4 of the Northwest 1/4 of Section 26, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Beginning at the Northwest corner of Lot 2 of Certified Survey Map 11708; thence North 03°59'51" West along the east line of CTH O, 43.22 feet; thence North 00°06'40" East along said east line, 84.63 feet; thence South 44°53'20" East, 28.27 feet; thence South 00°06'40" West, 108.07 feet to a point on the north line of Lot 2 of Certified Survey Map 11708; thence North 88°47'04" West along said north line, 16.90 feet to the point of beginning.

In an easement Dated July 8, 2005 and Recorded November 17, 2005 as Document Number 3338618 with the Waukesha County Register of Deeds. Conveyance more particularly described as: All that part of the Southwest 1/4 of the Southwest 1/4 of Section 23, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Southwest Corner of the Southwest 1/4 of said Section; thence South 88°54'00" East along the south line of the Southwest 1/4 of said Section, 55.00 feet to a point on the east line of CTH O; thence North 00°47'02" East along said east line, 329.72 feet to the point of beginning; thence continuing North 00°47'02" East along said east line, 14.99 feet; thence South 88°54'00" East, 5.00 feet; thence South 00°47'02" West, 14.99 feet; thence North 88°54'00" West, 5.00 feet to the point of beginning.

In an easement dated June 22, 2005 and recorded September 21, 2005 as Document Number 3319182 with the Waukesha County Register of Deeds. Conveyance described as: All that part of the Southwest 1/4 of the Southwest 1/4 of Section 23, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Southwest Corner of the Southwest 1/4 of said Section; thence South 88°54'00" East along the south line of the Southwest 1/4 of said Section, 55.00 feet to a point on the east line of CTH O; thence North 00°47'02" East along said east line, 344.71 feet to the point of beginning; thence continuing North 00°47'02" East along said east line, 149.88 feet; thence South 88°54'00" East, 5.00 feet; thence South 00°47'02" West, 149.88 feet; thence North 88°54'00" West, 5.00 feet to the point of beginning.

In an easement dated June 30, 2005 and recorded November 7, 2005 as Document Number 3338617 with the Waukesha County Register of Deeds. Conveyance described as: All that part of the Southwest 1/4 of the Southwest 1/4 of Section 23, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Southwest Corner of the Southwest 1/4 of said Section; thence South 88°54'00" East along the south line of the Southwest 1/4 of said Section, 55.00 feet to a point on the east line of CTH O; thence North 00°47'02" East along said east line, 164.86 feet to the point of beginning; thence continuing North 00°47'02" East along said east line, 164.86 feet; thence South 88°54'00" East, 5.00 feet; thence South 00°47'02" West, 164.86 feet; thence North 88°54'00" West, 5.00 feet to the point of beginning.

In an Easement dated June 30, 2005 and recorded September 21, 2005 as Document Number 3319178 with the Waukesha County Register of Deeds. Conveyance described as: All that part of the Southwest 1/4 of the Southwest 1/4 of Section 23, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Southwest Corner of the Southwest 1/4 of said Section; thence South 88°54'00" East along the south line of the Southwest 1/4 of said Section, 55.00 feet to a point on the east line of CTH O and the point of beginning; thence North 00°47'02" East along said east line, 164.86 feet; thence South 88°54'00" East, 5.00 feet; thence South 00°47'02" West, 164.86 feet to a point on the south line of the Southwest 1/4 of said Section; thence North 88°54'00" West along said south line, 5.00 feet to the point of beginning.

In an easement dated May 31, 1984 and recorded June 15, 1984 in Reel 615 Page 830 and Document Number 1261057 with the Waukesha County Register of Deeds Conveyance described as: to all that part of Lot 15, Block 5 Village Park Subdivision being a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Southeast Corner of the Northeast 1/4 of said Section; thence North 01°08'17" East along the east line of the Northeast 1/4 of said Section, 566.48 feet to a point; thence North 88°51'43" West 40.29 feet to a point on the West line of CTH O and the point of beginning; thence southerly, 120.03 feet along said west line and the arc of a curve whose center lies to the west, whose radius is 5674.58 feet and whose chord bears South 02°19'15" West along said west line, 120.03 feet to a point on the south line of said Lot 15, Block 5; thence North 88°51'43" West along said south line 5.01 feet to a point; thence northerly, 120.03 feet along the arc of a curve whose center lies to the west, whose radius is 5669.58 feet and whose chord bears North 02°19'19" East, 120.03 feet to a point on the north line of Lot 15, Block 5; thence South 88°51'43" East along said north line 5.00 feet to the point of beginning.

In an easement dated May 31, 1984 and recorded June 15, 1984 as Reel 796 Image 1108 and Document Number 1261058 with the Waukesha County Register of Deeds. Conveyance described as: All that part of Parcel 2, Certified Survey Map 4027 being a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: The East 10 feet of Parcel 2, Certified Survey Map 4027.

In an easement dated July 23, 1986 and recorded August 129, 1986 in Reel 796 Image 1108 as Document Number 1366811 with the Waukesha County Register of Deeds. Conveyance described as: All that part of Lot 11, Block 6 of Village Park Subdivision being a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said Section; thence North 01°08'17" East along the east line of the Northeast 1/4 of said Section, 252.31 feet to a point on the extended south line of West Mayflower Drive; thence North 88°51'43" West along said south line and its extension, 51.04 feet to a point on the west line of CTH O and the point of beginning; thence southerly, 186.45 feet along said west line and along the arc of a curve whose center lies to the east, whose radius is 5784.58 feet and whose chord bears South 02°21'51" West, 186.44 feet; thence South 34°20'17" West along said west line, 12.87 feet; thence northerly, 173.99 feet along the arc of a curve whose center lies to the east, whose radius is 5791.58 feet and whose chord bears North 02°11'37" East, 173.98 feet; thence North 26°33'01" West, 26.22 feet to a point on the south line of West Mayflower Drive; thence South 88°51'43" East along said south line of West Mayflower Drive, 20.01 feet to the point of beginning.

In an easement dated June 1, 1984 and recorded June 15, 1984 in Reel 615 Image 829 as Document Number 1261056 with the Waukesha County Register of Deeds. Conveyance described as: All that part of Lot 11, Block 4 Village Park Subdivision being a part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: The West 5 feet of the East 12 feet of Lot 11, Block 4 of Village Park Subdivision

In an easement Dated June 28, 1984 and Recorded July 27, 1984 in Reel 623 Image 323 as Document Number 1266065 with the Waukesha County Register of Deeds. Conveyance described as: all that part of Lot 8, Block 4 Village Park Subdivision being a part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Northeast Corner of the Northeast 1/4 of said Section; thence South 01°08'17" West along the east line of the Northeast 1/4 of said Section, 564.17 feet to a point on the extended south line of said Lot 8, Block 4; thence North 88°51'43" West along said extended south line, 40.00 feet to a point on the west line of CTH O and the point of beginning; thence continuing North 88°51'43" West along said south line, 5.00 feet; thence North 01°08'17" East, 136.40 feet; thence North 45°11'10" West, 24.89 feet to a point on the south line of West Mark Drive; thence North 82°15'17" East along said south line, 23.28 feet to a point on the west line of CTH O; thence South 01°08'17" West along said west line 157.19 feet to the point of beginning.

In an easement Dated June 19, 1984 and Recorded July 18, 1984 in Reel 621 Image 678 and Document Number 1264985 with the Waukesha County Register of Deeds. Conveyance described as: All that part of Lot 14, Block 4 Village Park Subdivision being a part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: The West 5 feet of the East 12 feet of Lot 14, Block 4 of Village Park Subdivision

Prescriptive rights in and to the follow parcels:

All that part of Lot 9, Block 4 Village Park Subdivision being a part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: The West 5 feet of the East 12 feet of Lot 9, Block 4 of Village Park Subdivision.

All that part of Parcel 2, Certified Survey Map 2857, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: Commencing at the Northeast Corner of the Northeast 1/4 of said Section; thence South 01°08'17" West along the east line of the Northeast 1/4 of said Section, 201.02 feet to a point on the extended north line of said Parcel 2, Certified Survey Map 2857; thence North 88°39'53" West along said extended north line, 40.00 feet to a point on the west line of CTH O and the point of beginning; thence South 01°08'17" West along said west line, 145.38 feet to a point on the north line of West Mark Drive; thence South 82°15'17" West along said north line, 15.19 feet; thence North 41°59'32" East, 15.29 feet; thence North 01°08'17" East, 136.18 feet to a point on the north line of said Parcel 2; thence South 88°39'53" East along said north line, 5.00 feet to the point of beginning.

All that part of Lot 14, Block 2, Village Park Subdivision being a part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: The West 5 feet of the East 12 feet of Lot 14, Block 2 of Village Park Subdivision.

All that part of Lot 15, Block 2, Village Park Subdivision being a part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: The West 5 feet of the East 12 feet of Lot 15, Block 2 of Village Park Subdivision.

All that part of Outlot 1 and Lot 2, Block 1 of Regal Manors Subdivision being a part of the Northwest 1/4 of the Northwest 1/4 of Section 23, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows: The West 10 feet of Outlot 1 and Lot 2, Block 1 of Regal Manors Subdivision.

LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Locals 04/2019 County Projects s 83.08(1) Wis. Stats.

This Agreement is made and entered into by and between the Waukesha County DPW hereinafter designated as the "LOCAL PUBLIC AGENCY (LPA)," and The City of New Berlin - Water, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

Project Description	Project ID(s)
Title: CTH O	Design: 2722-07-02
Limits: CTH I to CTH ES	Construction: 2722-07-72
Highway: Moorland Road	Right of Way: 2722-07-22
County: Waukesha	UTL No.: 202
	Utility: City of new Berlin Water
Facility type: Water	

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the LPA has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the LPA, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the LPA to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The LPA agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the LPA to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the LPA a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

5. The execution of this Agreement by the LPA shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the LPA. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the LPA shall be at the COMPANY's sole expense.**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

WAUKESHA COUNTY

City of New Berlin

(Company Name)

(Signature)

(Date)

(Title)

(Authorized Signature)

(Signature)

(Date)

(Date)

(Title)

CONVENTIONAL SYMBOLS	
SECTION LINE	PARCEL NUMBER 25
QUARTER LINE	UTILITY NUMBER 40
SIXTEENTH LINE	R/W MONUMENT
NEW REFERENCE LINE	NON-MONUMENTED
NEW R/W LINE	R/W POINT
EXISTING R/W LINE	FOUND 1/2" IRON ROD IR
PROPERTY LINE	FOUND 1" IRON PIPE IP
LOT, TIE, AND OTHER MINOR LINES	VALVE (GAS, WATER, ETC.) (TYPE)
SLOPE INTERCEPT	SIGN
EASEMENTS	OFF-PREMISE SIGN
CORPORATE LIMITS	
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	
FEE ACQUISITION AREA (HATCHING VARIES BY OWNER)	
TEMP. LIMITED EASEMENT AREA	
EASEMENT AREA (HIGHWAY, PERMANENT LIMITED, OR RESTRICTED DEVELOPMENT)	
TRANSMISSION STRUCTURES	
BUILDING	
BUILDING (TO BE REMOVED)	
BRIDGE	

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES	OH
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SAN
STORM SEWER	SS
ELECTRIC TOWER	ET
POWER POLE	NON-COMPENSABLE
TELEPHONE POLE	COMPENSABLE
TELEPHONE PEDESTAL	

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

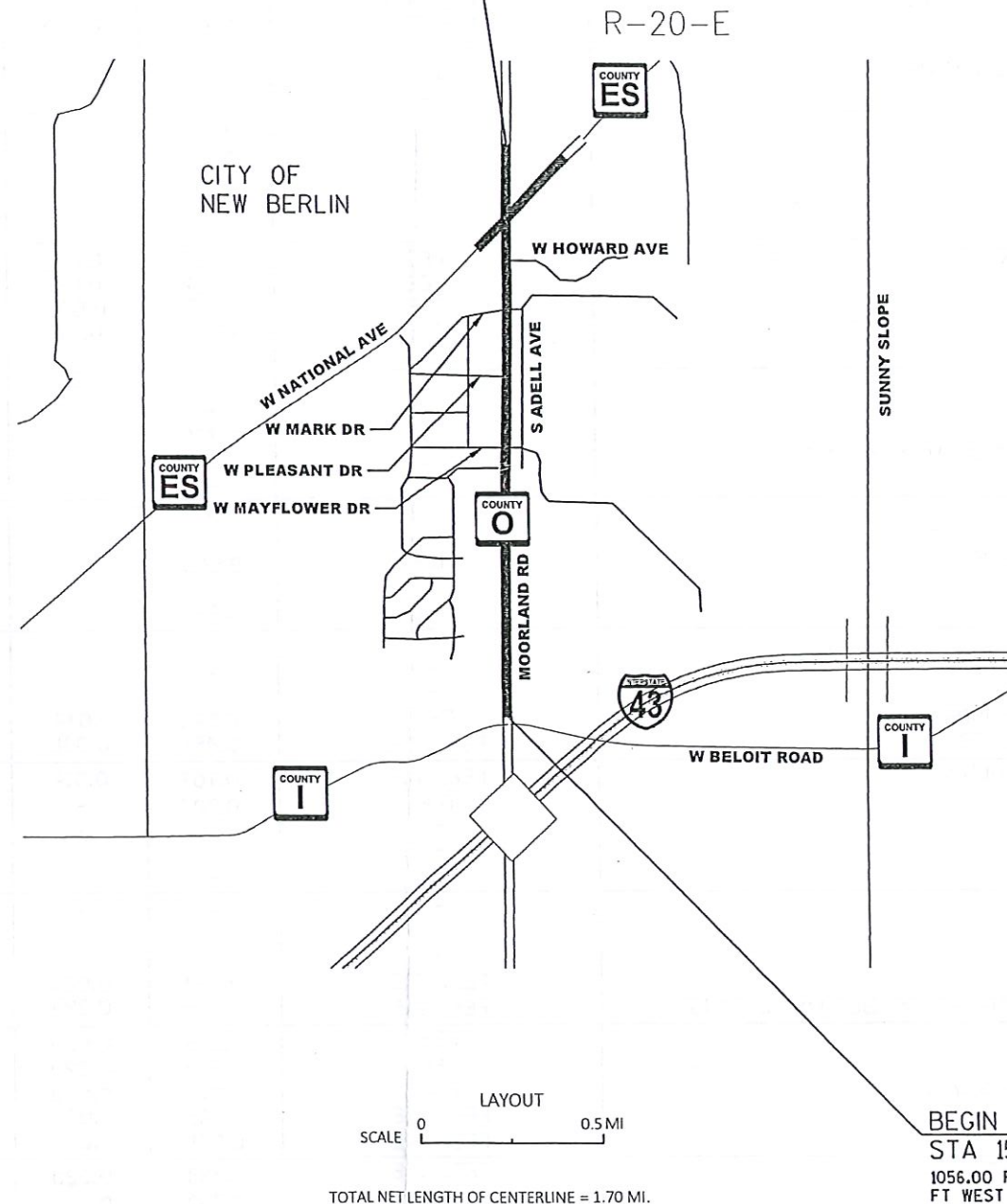
CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	OUTLOT	OL
ACRES	AC	PAGE	P
AHEAD	AH	POINT OF TANGENCY	PT
ALUMINUM	ALUM	PROPERTY LINE	PL
AND OTHERS	ET AL	RECORDED AS	(100')
BACK	BK	REEL / IMAGE	R/I
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	C/L	PERMANENT LIMITED EASEMENT	PLE
CERTIFIED SURVEY MAP	CSM	POINT OF BEGINNING	POB
CONCRETE	CONC	POINT OF CURVATURE	PC
COUNTY	CO	POINT OF COMPOUND CURVE	PCC
COUNTY TRUNK HIGHWAY	CTH	POINT OF INTERSECTION	PI
DISTANCE	DIST	REMAINING	REM
CORNER	COR	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
DOCUMENT NUMBER	DOC	RIGHT	RT
EASEMENT	EASE	RIGHT OF WAY	R/W
EXISTING	EX	SECTION	SEC
GAS VALVE	GV	SEPTIC VENT	SEPV
GRID NORTH	GN	SQUARE FEET	SF
HIGHWAY EASEMENT	HE	STATE TRUNK HIGHWAY	STH
IDENTIFICATION	ID	STATION	STA
LAND CONTRACT	LC	TELEPHONE PEDESTAL	TP
LEFT	LT	TEMPORARY LIMITED EASEMENT	TLE
MONUMENT	MON	TRANSPORTATION PROJECT PLAT	TPP
NATIONAL GEODETIC SURVEY	NGS	UNITED STATES HIGHWAY	USH
NUMBER	NO	VOLUME	V

END RELOCATION ORDER

STA 105+99.33
WEST 1/4 CORNER OF
SECTION 14, T 6 N, R 20 E
Y=149,996.87
X=716,211.43

T-6-N



SCALE 0 0.5 MI

TOTAL NET LENGTH OF CENTERLINE = 1.70 MI.

BEGIN RELOCATION ORDER

STA 15+98.67
1056.00 FT SOUTH AND 2.04
FT WEST OF THE
NORTHWEST CORNER OF
SECTION 26, T 6 N, R 20 E
Y=140,997.94
X=716,073.87

R/W PROJECT NUMBER 2722-07-22	SHEET NUMBER 4.01	TOTAL SHEETS 14
FEDERAL PROJECT NUMBER		
PLAT OF RIGHT OF WAY REQUIRED FOR MOORLAND ROAD (CTH O) W BELOIT ROAD (CTH I) TO W NATIONAL AVE (CTH ES)		
MOORLAND ROAD (CTH O) WAUKESHA COUNTY		
CONSTRUCTION PROJECT NUMBER 2722-07-72		

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WAUKESHA COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, 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. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, 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 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.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE ARE LISTED ON DETAIL SHEETS.

ORIGINAL PLAT PREPARED BY

10/43 W. Howard Road

Waukesha, WI 53090-1928

WISCONSIN

SHANE M. ZODROW

S-2869

GREENDALE, WI

DATE: 1/14/2022

LAND SURVEYOR

WISCONSIN

SHANE M. ZODROW

S-2869

GREENDALE, WI

DATE: 1/14/2022

LAND SURVEYOR

WISCONSIN

SHANE M. ZODROW

S-2869

GREENDALE, WI

DATE: 1/20/22

LAND SURVEYOR

WISCONSIN

SHANE M. ZODROW

S-2869

GREENDALE, WI

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

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

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	R/W REQUIRED ACRES			TOTAL REMAINING ACRES	T.L.E. ACRES	P.L.E. ACRES	PARCEL NUMBER
					NEW	EXISTING	TOTAL				
1	4.05	FMLH MCW REAL ESTATE VENTURES, LLC	FEE, TLE	48.408	0.006	-	0.006	48.402	0.081	-	1
2	4.05	TARGET CORPORATION	FEE, TLE	8.796	0.053	-	0.053	8.743	0.132	-	2
3	4.05	MOORLAND CAPITAL, LLC.	FEE, TLE	1.251	0.013	-	0.013	1.238	0.024	-	3
4	4.05	UNIVERSITY OF WISCONSIN CREDIT UNION	TLE	0.985	-	-	-	0.985	0.010	-	4
5	4.06	ELIMINATED	-	-	-	-	-	-	-	-	5
6	4.06	JACK AND AILEEN HIDLE	TLE	2.976	-	-	-	2.976	0.011	-	6
7	4.06	DALE M. RESCH	TLE	3.006	-	-	-	3.006	0.004	-	7
8	4.06	ELIMINATED	-	-	-	-	-	-	-	-	8
9	4.06	ELIMINATED	-	-	-	-	-	-	-	-	9
10	4.06	ELIMINATED	-	-	-	-	-	-	-	-	10
11	4.06	ILO M. ZIMDARS REVOCABLE TRUST	FEE	4.992	0.019	-	0.019	4.973	-	-	11
12	4.06	ILO M. AND ROBIN K. ZIMDARS	FEE	5.022	0.019	-	0.019	5.003	-	-	12
13	4.06	SCOTT C. JAHNKE	FEE	3.120	0.002	-	0.002	3.118	-	-	13
14	4.06	MARY ANN JAHNKE TRUST	FEE	1.908	0.017	-	0.017	1.891	-	-	14
15	4.06	ELIMINATED	-	-	-	-	-	-	-	-	15
16	4.06	ELIMINATED	-	-	-	-	-	-	-	-	16
17	4.06	ELIMINATED	-	-	-	-	-	-	-	-	17
18	4.07	MARY LYNN GUTZKE	TLE	0.756	-	-	-	0.756	0.015	-	18
19	4.07	DOUGLAS C. O'BRYAN AND CAITLYN M. MEDLOCK	TLE	2.270	-	-	-	2.270	0.013	-	19
20	4.07	ELIMINATED	-	-	-	-	-	-	-	-	20
21	4.07	ELIMINATED	-	-	-	-	-	-	-	-	21
22	4.07	ELIMINATED	-	-	-	-	-	-	-	-	22
23	4.07	CROSSROADS COMMUNITY CHURCH	TLE	9.509	-	-	-	9.509	0.027	-	23
24	4.07	ELIMINATED	-	-	-	-	-	-	-	-	24
25	4.07	BEN A. AND MELISSA PENNER	TLE	1.400	-	-	-	1.400	0.008	-	25
26	4.07	ELIMINATED	-	-	-	-	-	-	-	-	26
27	4.07	ELIMINATED	-	-	-	-	-	-	-	-	27
28	4.07	ELIMINATED	-	-	-	-	-	-	-	-	28
29	4.08	MICHAEL S. AND PATRICIA A. WONDRA	FEE	0.564	0.034	-	0.034	0.530	-	-	29
30	4.08	DONALD L. AND URSULA BALSOVER	FEE, TLE	0.451	0.031	-	0.031	0.420	0.006	-	30
31	4.08	THE ESTATE OF SOFIJA DJURDJULOV	FEE, TLE	0.707	0.014	-	0.014	0.693	0.023	-	31
32	4.08	DANIEL W. AND KRISTIN A. HILL	TLE	0.704	-	-	-	0.704	0.009	-	32
33	4.08	ELIMINATED	-	-	-	-	-	-	-	-	33
34	4.08	ELIMINATED	-	-	-	-	-	-	-	-	34
35	4.08	ELIMINATED	-	-	-	-	-	-	-	-	35
36	4.08	ELIMINATED	-	-	-	-	-	-	-	-	36
37	4.08	ELIMINATED	-	-	-	-	-	-	-	-	37
38	4.08	ELIMINATED	-	-	-	-	-	-	-	-	38
39	4.08	PATRICIA A. STAR	FEE, TLE	0.293	0.023	-	0.023	0.270	0.016	-	39
40	4.08	DENNIS K. AND CAROLYN A. KUTZ REVOCABLE LIVING TRUST	FEE, TLE	0.295	0.023	-	0.023	0.272	0.002	-	40
41	4.08	CHRIS C. AND JULIE L. MEYER	FEE	0.249	0.020	-	0.020	0.229	-	-	41
42	4.08	SCOTT AND SARAH VOELZ	FEE	0.249	0.020	-	0.020	0.229	-	-	42
43	4.08	ANDREW A. AND SARA L. GASIOROWSKI	FEE	0.270	0.020	-	0.020	0.250	-	-	43
44	4.08	TRAVIS AND JENNIFER MORGAN	FEE, TLE	0.291	0.020	-	0.020	0.271	0.008	-	44
45	4.08	ADAM KOZICKI	FEE, TLE	0.291	0.020	-	0.020	0.271	0.002	-	45
46	4.08	LAVERNE H. AND TRINA M. HICKS	FEE, TLE	0.288	0.020	-	0.020	0.268	0.002	-	46
47	4.08	JULIE L. AND ROBERT J. KIRCHOFF	FEE	0.292	0.020	-	0.020	0.272	-	-	47
48	4.08	DAVID R. PEACOCK	FEE	0.291	0.020	-	0.020	0.271	-	-	48
49	4.08	BHADRA K. CHHEDA	FEE	0.291	0.020	-	0.020	0.271	-	-	49
50	4.08	EMILY F. VANDEN HEUVEL	FEE, TLE	0.292	0.020	-	0.020	0.272	0.008	-	50
51	4.08	ELIMINATED	-	-	-	-	-	-	-	-	51
52	4.09	TERRY D. AND SHARON S. ARNOLD	FEE, TLE	0.805	0.015	-	0.015	0.790	0.021	-	52
53	4.09	ANDREW O. SUNDSTROM	FEE, TLE	0.710	0.014	-	0.014	0.696	0.012	-	53
54	4.09	DEAN J. AND DANIEL B. STORKEL	FEE	0.715	0.014	-	0.014	0.701	-	-	54
55	4.09	KORY G. AND SARAH A. FRANTZ	FEE	0.719	0.014	-	0.014	0.705	-	-	55

REVISION DATE _____

DATE 01/14/2022
GRID FACTOR N/A

SCALE, FEET
0 N/A N/A

HWY: CTH O
COUNTY: WAUKESHA

STATE R/W PROJECT NUMBER: 2722-07-22
CONSTRUCTION PROJECT NUMBER: 2722-07-72

PLAT SHEET 4.02
PS&E SHEET _____ E

SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

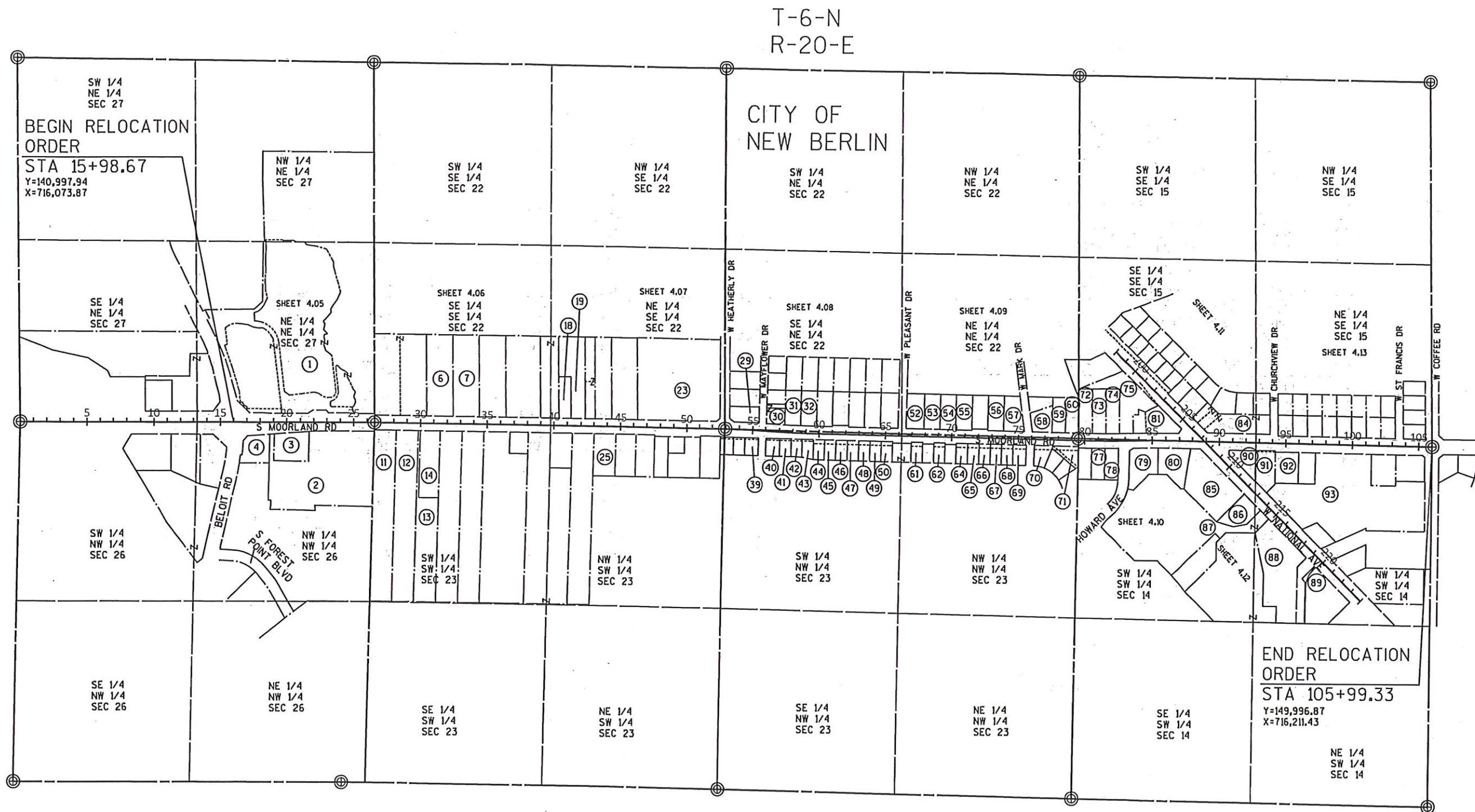
OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND AND INTERESTS TO WAUKESHA COUNTY

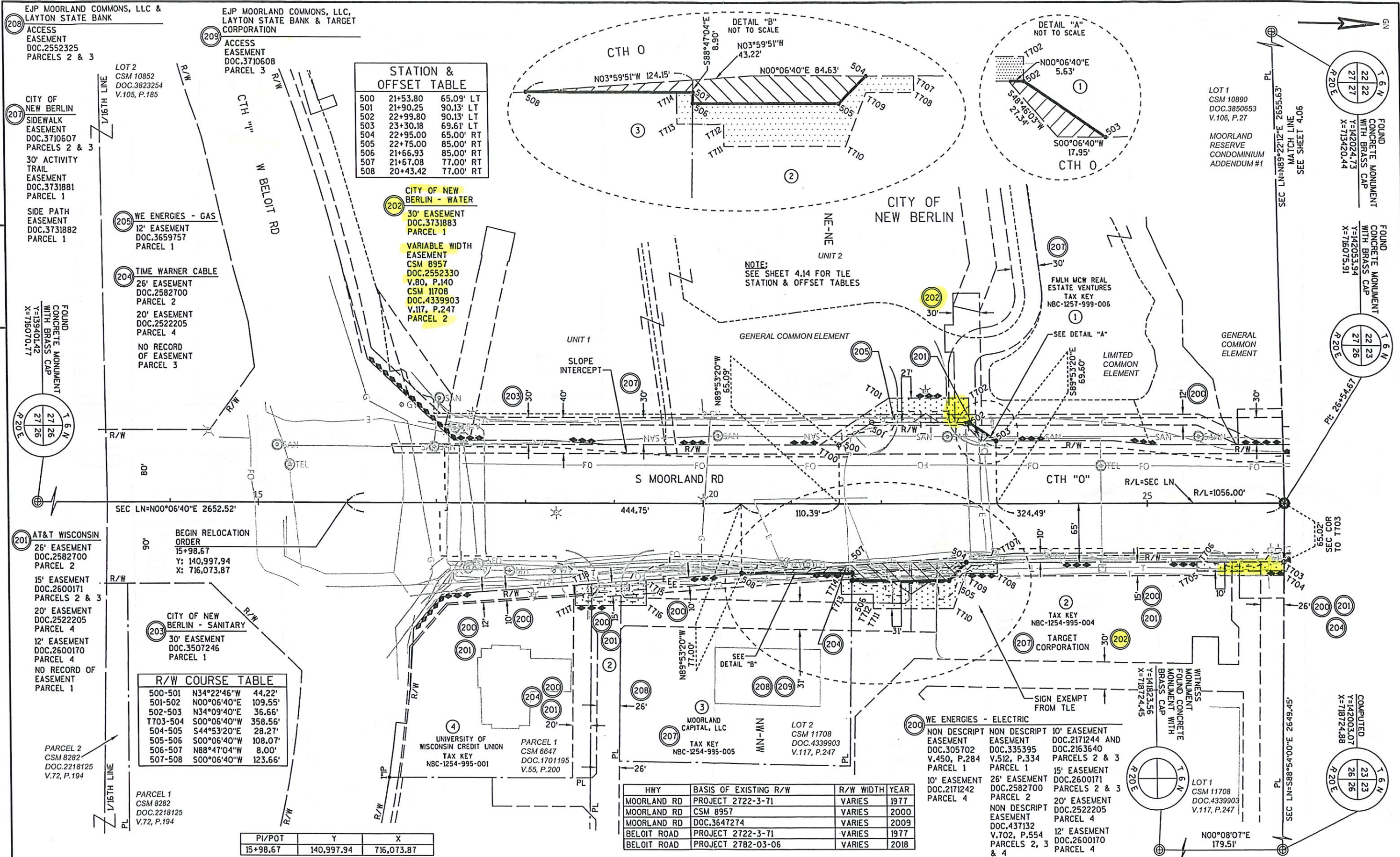
PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	R/W REQUIRED ACRES			TOTAL REMAINING ACRES	T.L.E. ACRES	P.L.E. ACRES	PARCEL NUMBER
					NEW	EXISTING	TOTAL				
56	4.09	ANDREW W. AND KATHRYN A. WAHL	FEE, TLE	0.724	0.014	-	0.014	0.710	0.020	-	56
57	4.09	ROBERT E. JR. AND JEAN M. LYONS	FEE	0.824	0.022	-	0.022	0.802	-	-	57
58	4.09	KENNETH P. DOBERFUHL AND DARLENE C. JAROSCH	FEE, TLE	0.620	0.018	-	0.018	0.602	0.035	-	58
59	4.09	MOORLAND OFFICE, LLC. BY DAVID SCOTT WILLIAMS	FEE, PLE, TLE	0.602	0.011	-	0.011	0.591	0.047	0.001	59
60	4.09	RAYMOND AND CYNTHIA GALINSKY	FEE, PLE, TLE	0.574	0.011	-	0.011	0.563	0.029	0.004	60
61	4.09	JEFFREY S. KURTH AND THERESA M. BALISTRERI-KURTH	FEE	0.298	0.020	-	0.020	0.278	-	-	61
62	4.09	JOSEPH C. AND CAROLYN K. HUEBSCH	FEE	0.293	0.020	-	0.020	0.273	-	-	62
63	4.09	ELIMINATED	-	-	-	-	-	-	-	-	63
64	4.09	THOMAS R. COOPER AND MARCY NIGHTINGALE	FEE	0.288	0.020	-	0.020	0.268	-	-	64
65	4.09	JO ANNE ROPIAK	FEE	0.291	0.020	-	0.020	0.271	-	-	65
66	4.09	PAUL D. AND MELISSA A. KOSKI	FEE	0.295	0.020	-	0.020	0.275	-	-	66
67	4.09	MATTHEW L. AND KELLY L. TRITZ	FEE	0.295	0.029	-	0.029	0.266	-	-	67
68	4.09	DOUGLAS BREMBERGER	FEE	0.290	0.029	-	0.029	0.261	-	-	68
69	4.09	JAMES M. AND PATRICIA J. WALKER	FEE, TLE	0.349	0.034	-	0.034	0.315	0.013	-	69
70	4.09	GARY C. AND LORRAINE H. ENGEL	FEE	0.402	0.032	-	0.032	0.370	-	-	70
71	4.09	CITY OF NEW BERLIN	FEE	0.443	0.044	-	0.044	0.399	-	-	71
72	4.10	EMMA M. SCHERER REVOCABLE TRUST	FEE, TLE	0.888	0.012	-	0.012	0.876	0.009	-	72
73	4.10	JOHN MAREK	FEE	0.882	0.012	-	0.012	0.870	-	-	73
74	4.10	LUCIAN AND JULIA DANIELEWSKI TRUST	FEE, TLE	0.859	0.011	-	0.011	0.848	0.011	-	74
75	4.10&4.11	EXCHANGERIGHT NET LEASED PORTFOLIO 30 DST	FEE, TLE	1.909	0.019	-	0.019	1.890	0.067	-	75
76	4.10	ELIMINATED	-	-	-	-	-	-	-	-	76
77	4.10	STEVEN E. GENGLER	FEE	0.691	0.011	-	0.011	0.680	-	-	77
78	4.10	D & L HERMANN PROPERTIES, LLC.	FEE, TLE	0.684	0.019	-	0.019	0.665	0.004	-	78
79	4.10	JOHN KURTZ, LLC.	FEE, TLE	1.156	0.054	-	0.054	1.102	0.018	-	79
80	4.10	BRE RETAIL RESIDUAL OWNER 5 LLC.	FEE, TLE	1.215	0.044	-	0.044	1.171	0.056	-	80
81	4.11	ASSOCIATED BANK NA	FEE, TLE	1.357	0.091	-	0.091	1.266	0.132	-	81
82	4.11	ELIMINATED	-	-	-	-	-	-	-	-	82
83	4.11	ELIMINATED	-	-	-	-	-	-	-	-	83
84	4.11&4.13	15600 NATIONAL AVENUE, LLC.	FEE, TLE	2.036	0.071	-	0.071	1.965	0.109	-	84
85	4.12	MARINE BANK WEST	FEE, TLE	2.927	0.037	-	0.037	2.890	0.025	-	85
86	4.12	NORTH SHORE BANK FSB	FEE, TLE	0.908	0.006	-	0.006	0.902	0.014	-	86
87	4.12	BRE RETAIL RESIDUAL OWNER 5, LLC.	FEE, TLE	9.324	0.003	-	0.003	9.321	0.056	-	87
88	4.12	CITY OF NEW BERLIN	FEE, TLE	4.005	0.014	-	0.014	3.991	0.018	-	88
89	4.12	FIRSTAR BANK MILWAUKEE, NA	FEE, TLE	2.052	0.005	-	0.005	2.047	0.004	-	89
90	4.12	15550 WEST NATIONAL, LLC.	FEE, TLE	1.647	0.023	-	0.023	1.624	0.088	-	90
91	4.12&4.13	YBB HOLDINGS, LLC.	FEE, TLE	1.273	0.014	-	0.014	1.259	0.072	-	91
92	4.13	FRANCHISE REALTY INTERSTATE CORPORATION	TLE	0.927	-	-	-	0.927	0.029	-	92
93	4.13	NEW BERLIN ENTERPRISES, LLC.	TLE	10.890	-	-	-	10.890	0.039	-	93
UTILITY NUMBER					INTEREST						
200	4.05,4.06,4.07,4.08,4.09,4.10,4.11,4.12&4.13	WE ENERGIES - ELECTRIC			RELEASE OF RIGHTS						
201	4.05,4.06,4.07,4.08,4.09,4.10,4.11,4.12&4.13	AT&T WISCONSIN			RELEASE OF RIGHTS						
202	4.05,4.06,4.07,4.08&4.09	CITY OF NEW BERLIN - WATER			RELEASE OF RIGHTS						
203	4.05, 4.11 & 4.12	CITY OF NEW BERLIN - SANITARY			RELEASE OF RIGHTS						
204	4.05, 4.08, 4.09, 4.10 & 4.12	TIME WARNER CABLE			RELEASE OF RIGHTS						
205	4.05, 4.10 & 4.11	WE ENERGIES - GAS			RELEASE OF RIGHTS						
206	4.11 & 4.12	MCI FIBER			RELEASE OF RIGHTS						
207	4.05, 4.09 & 4.10	CITY OF NEW BERLIN			RELEASE OF RIGHTS						
208	4.05	EJP MOORLAND COMMONS, LLC & LAYTON STATE BANK			RELEASE OF RIGHTS						
209	4.05	EJP MOORLAND COMMONS, LLC, LAYTON STATE BANK & TARGET CORPORATION			RELEASE OF RIGHTS						
210	4.12 & 4.13	NEW BERLIN ASSOCIATES & 15450 WEST NATIONAL AVENUE, NEW BERLIN, LLC.			RELEASE OF RIGHTS						
211	4.10	ASSOCIATED BANK NA & MRED ASSOCIATES			RELEASE OF RIGHTS						
212	4.11	15600 NATIONAL AVENUE, LLC.			RELEASE OF RIGHTS						
213	4.10, 4.11 & 4.12	CITY OF NEW BERLIN - LIGHTING			RELEASE OF RIGHTS						
214	4.12	MID-AMERICA REALTY INVESTMENTS, INC & BC REAL ESTATE INVESTMENTS, INC.			RELEASE OF RIGHTS						
215	4.12	NORTH SHORE BANK FSB, BRE RETAIL RESIDUAL OWNER 5, LLC. & JOHN KURTZ, LLC.			RELEASE OF RIGHTS						

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH O	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.03
	GRID FACTOR N/A	0 N/A N/A	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET E

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4



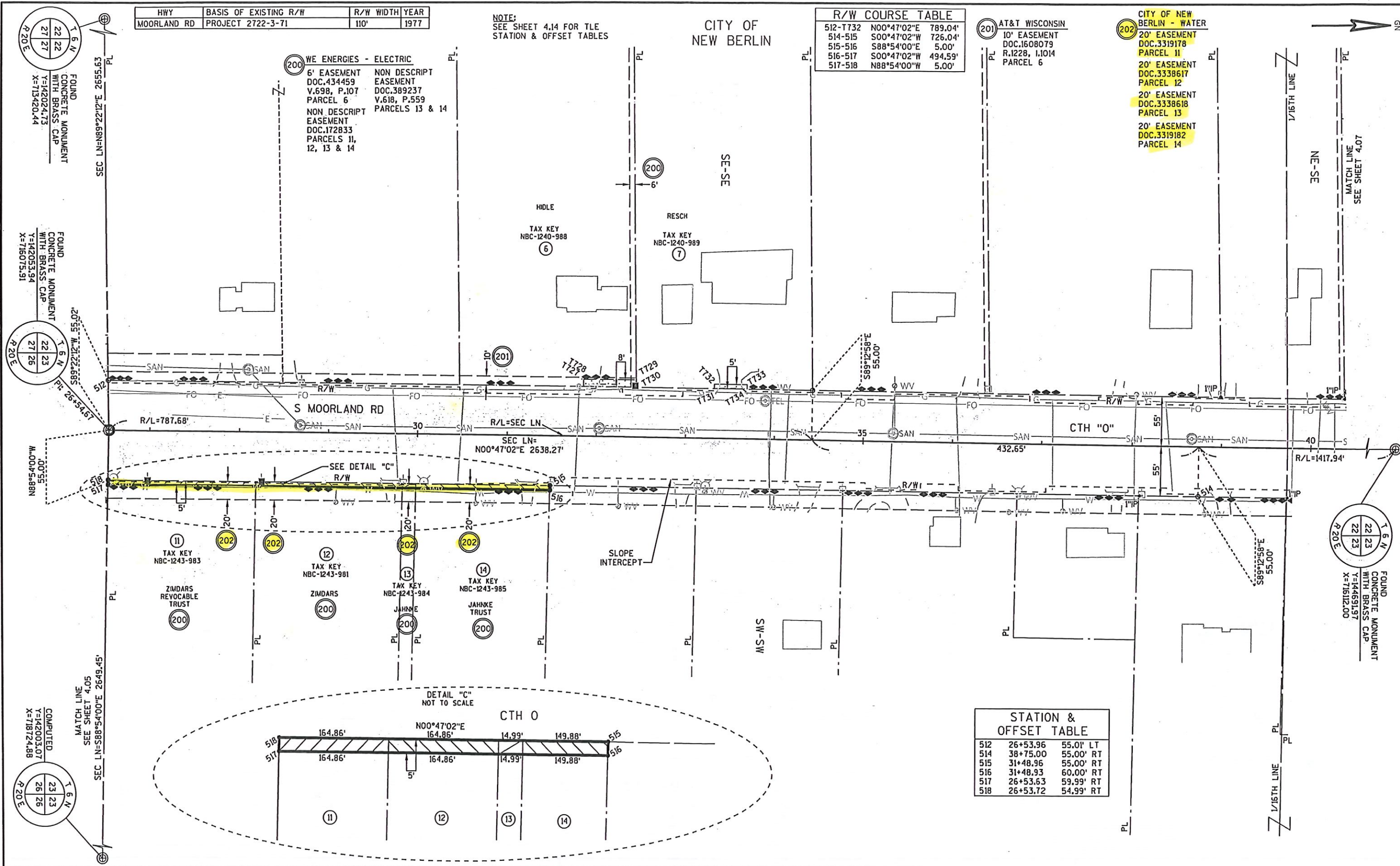


STATION & OFFSET TABLE			
500	21+53.80	65.09'	LT
501	21+90.25	90.13'	LT
502	22+99.80	90.13'	LT
503	23+30.18	69.61'	LT
504	22+95.00	65.00'	RT
505	22+75.00	85.00'	RT
506	21+66.93	85.00'	RT
507	21+67.08	77.00'	RT
508	20+43.42	77.00'	RT

R/W COURSE TABLE			
500-501	N34°22'46"W	44.22'	
501-502	N00°06'40"E	109.55'	
502-503	N34°09'40"E	36.66'	
T703-504	S00°06'40"W	358.56'	
504-505	S44°53'20"E	28.27'	
505-506	S00°06'40"W	108.07'	
506-507	N88°47'04"W	8.00'	
507-508	S00°06'40"W	123.66'	

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	VARIES	1977
MOORLAND RD	CSM 8957	VARIES	2000
MOORLAND RD	DOC.3647274	VARIES	2009
BELOIT ROAD	PROJECT 2722-3-71	VARIES	1977
BELOIT ROAD	PROJECT 2782-03-06	VARIES	2018

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH 0	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.05
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET



HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	110'	1977

NOTE:
SEE SHEET 4.14 FOR TLE
STATION & OFFSET TABLES

CITY OF
NEW BERLIN

R/W COURSE TABLE			
512-T732	N00°47'02"E	789.04'	
514-515	S00°47'02"W	726.04'	
515-516	S88°54'00"E	5.00'	
516-517	S00°47'02"W	494.59'	
517-518	N88°54'00"W	5.00'	

(201) AT&T WISCONSIN
10' EASEMENT
DOC.1608079
R.1228, I.1014
PARCEL 6

(202) CITY OF NEW
BERLIN - WATER
20' EASEMENT
DOC.3319178
PARCEL 11
20' EASEMENT
DOC.3338617
PARCEL 12
20' EASEMENT
DOC.3338618
PARCEL 13
20' EASEMENT
DOC.3319182
PARCEL 14

(200) WE ENERGIES - ELECTRIC
6' EASEMENT
DOC.434459
V.698, P.107
PARCEL 6
NON DESCRIPT
EASEMENT
DOC.172833
PARCELS 11,
12, 13 & 14

HIDLE
TAX KEY
NBC-1240-988
(6)

RESCH
TAX KEY
NBC-1240-989
(7)

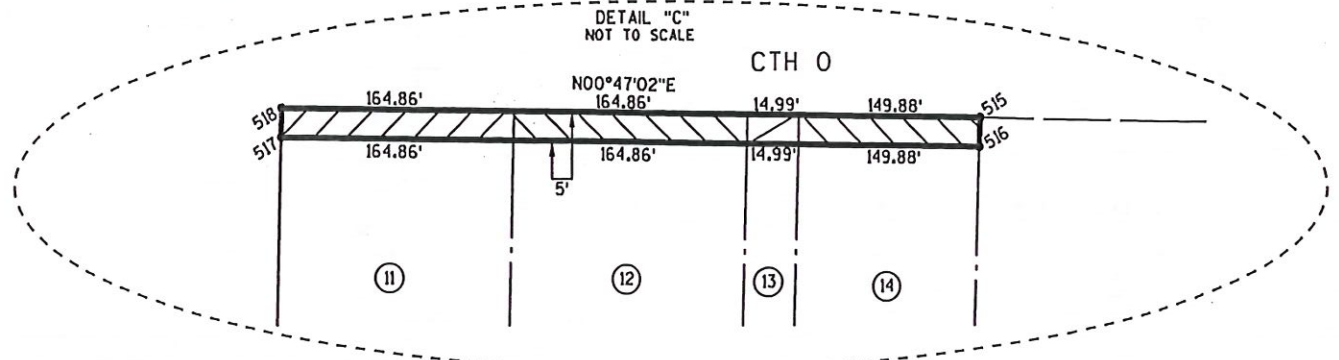
(11) TAX KEY
NBC-1243-983
ZIMDARS
REVOCABLE
TRUST
(200)

(12) TAX KEY
NBC-1243-981
ZIMDARS
(200)

(13) TAX KEY
NBC-1243-984
JAHNKE
TRUST
(200)

(14) TAX KEY
NBC-1243-985
JAHNKE
TRUST
(200)

STATION & OFFSET TABLE			
512	26+53.96	55.01' LT	
514	38+75.00	55.00' RT	
515	31+48.96	55.00' RT	
516	31+48.93	60.00' RT	
517	26+53.63	59.99' RT	
518	26+53.72	54.99' RT	



REVISION	DATE	BY	CHKD

DATE 01/14/2022
GRID FACTOR N/A



HWY: CTH O
COUNTY: WAUKESHA

STATE R/W PROJECT NUMBER: 2722-07-22
CONSTRUCTION PROJECT NUMBER: 2722-07-72

PLAT SHEET 4.06
PS&E SHEET

E

200 WE ENERGIES - ELECTRIC
NON DESCRIPT
EASEMENT
DOC.229807
PARCELS 18 & 19
NON DESCRIPT
EASEMENT
DOC.172833
PARCEL 25
NON DESCRIPT
EASEMENT
DOC.409050
V.654, P.102
PARCEL 25

NOTE:
SEE SHEET 4.14 FOR TLE
STATION & OFFSET TABLES

CITY OF
NEW BERLIN

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	110'	1977
MOORLAND RD	CSM 10451	65'	2005
W HEATHERLY DR	PROJECT 2722-3-71	33'	1977

STATION & OFFSET TABLE			
519	52+24.29	55.00'	LT
520	52+58.27	77.98'	LT
511	52+63.15	55.00'	RT

201 AT&T WISCONSIN
10' EASEMENT
DOC.1608084
R.1228, I.1024
PARCEL 18
10' EASEMENT
DOC.1606206
R.1225, I.1301
PARCEL 23
10' EASEMENT
DOC.1608087
R.1228, I.1030
PARCEL 19

CROSSROADS
COMMUNITY
CHURCH
TAX KEY
NBC-1240-999
(23)

R/W COURSE TABLE			
T743-519	N00°47'02"E	1187.72'	
519-520	N33°16'52"W	41.02'	
511-T766	S00°47'02"W	960.14'	

FOUND
CONCRETE MONUMENT
WITH BRASS CAP
Y=144671.44
X=713452.74
R 20 E

FOUND
CONCRETE MONUMENT
WITH BRASS CAP
Y=144651.97
X=716112.00
R 20 E

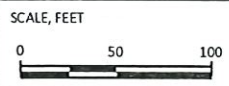
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CONCRETE MONUMENT
WITH BRASS CAP
Y=144655.80
X=718764.72
R 20 E

FOUND
CONCRETE MONUMENT
WITH BRASS CAP
Y=142053.94
X=716075.91
R 20 E

REVISION DATE	

DATE 01/14/2022

GRID FACTOR N/A



HWY: CTH O

COUNTY: WAUKESHA

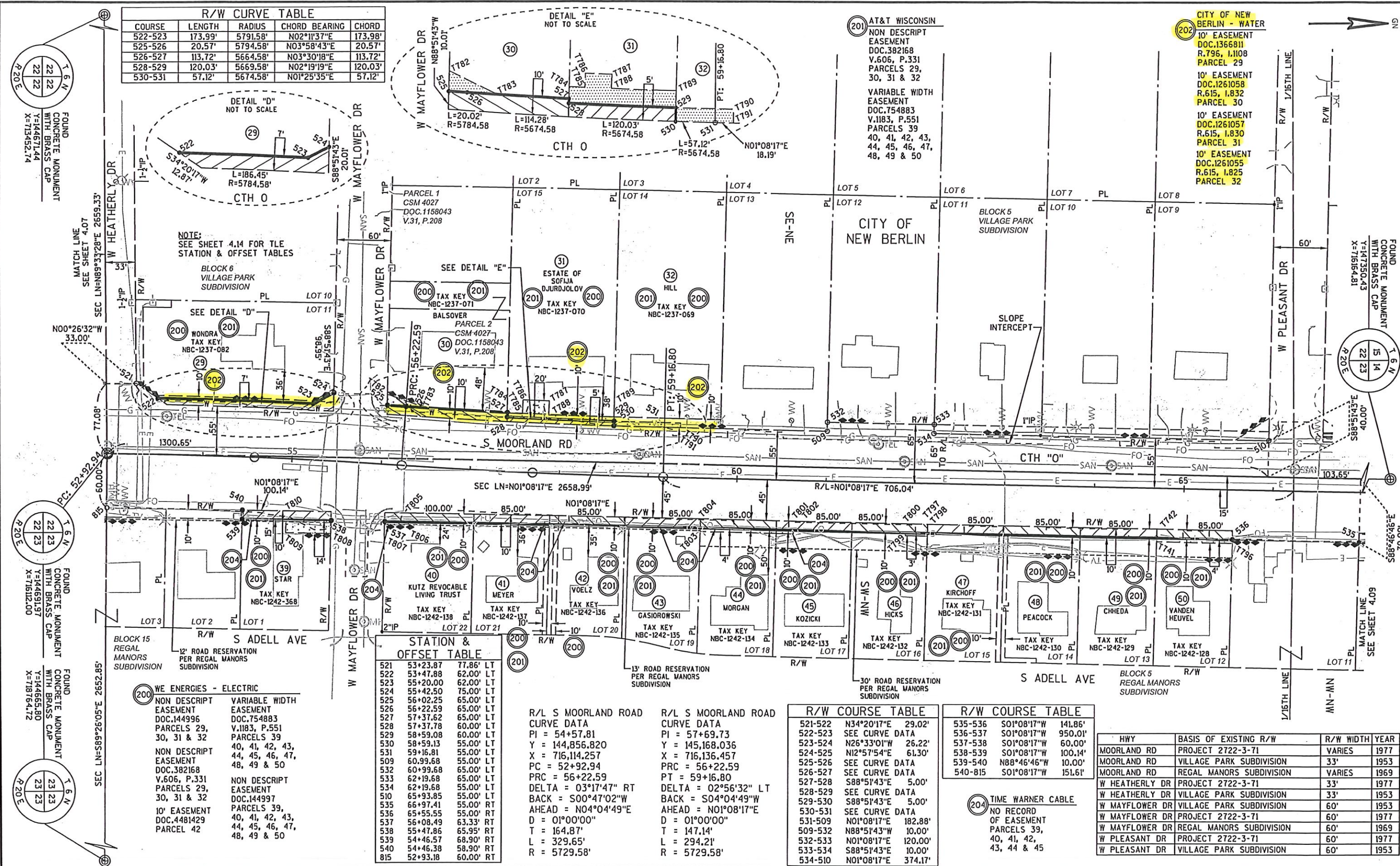
STATE R/W PROJECT NUMBER: 2722-07-22

CONSTRUCTION PROJECT NUMBER: 2722-07-72

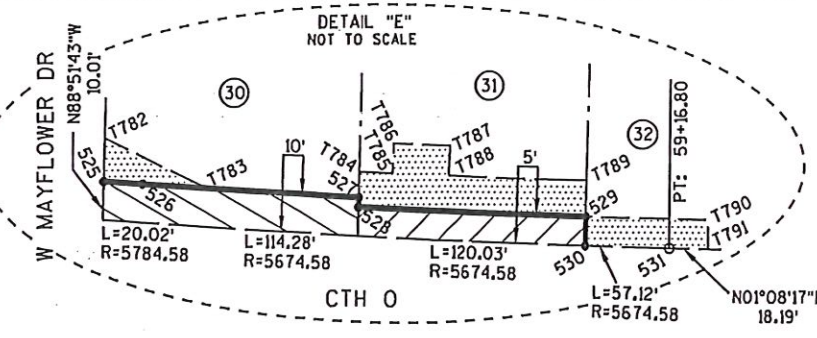
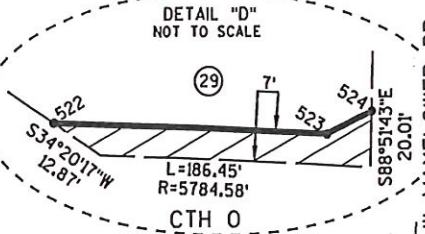
PLAT SHEET 4.07

PS&E SHEET

E



R/W CURVE TABLE				
COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
522-523	173.99'	5791.58'	N02°11'37"E	173.98'
525-526	20.57'	5794.58'	N03°58'43"E	20.57'
526-527	113.72'	5664.58'	N03°30'18"E	113.72'
528-529	120.03'	5669.58'	N02°19'19"E	120.03'
530-531	57.12'	5674.58'	N01°25'35"E	57.12'



201 AT&T WISCONSIN
NON DESCRIPT
EASEMENT
DOC.382168
V.606, P.331
PARCELS 29,
30, 31 & 32
VARIABLE WIDTH
EASEMENT
DOC.754883
V.1183, P.551
PARCELS 39,
40, 41, 42, 43,
44, 45, 46, 47,
48, 49 & 50

202 CITY OF NEW
BERLIN - WATER
10' EASEMENT
DOC.1366811
R.796, I.1108
PARCEL 29
10' EASEMENT
DOC.1261058
R.615, I.832
PARCEL 30
10' EASEMENT
DOC.1261057
R.615, I.830
PARCEL 31
10' EASEMENT
DOC.1261055
R.615, I.825
PARCEL 32

NOTE:
SEE SHEET 4.14 FOR TLE
STATION & OFFSET TABLES

STATION & OFFSET TABLE		
521	53+23.87	77.86' LT
522	53+47.88	62.00' LT
523	55+20.00	62.00' LT
524	55+42.50	75.00' LT
525	56+02.25	65.00' LT
526	56+22.59	65.00' LT
527	57+37.62	65.00' LT
528	57+37.78	60.00' LT
529	58+59.08	60.00' LT
530	58+59.13	55.00' LT
531	59+16.81	55.00' LT
532	60+99.68	55.00' LT
533	62+19.68	65.00' LT
534	62+19.68	55.00' LT
535	66+97.41	55.00' RT
536	65+55.55	55.00' RT
537	56+08.49	63.33' RT
538	55+47.86	65.95' RT
539	54+46.57	68.90' RT
540	54+46.38	58.90' RT
815	52+93.18	60.00' RT

R/L S MOORLAND ROAD
CURVE DATA
PI = 54+57.81
Y = 144,856.820
X = 716,114.257
PC = 52+92.94
PT = 56+22.59
DELTA = 03°17'47" RT
BACK = S00°47'02"W
AHEAD = N04°04'49"E
D = 01°00'00"
T = 164.87'
L = 329.65'
R = 5729.58'

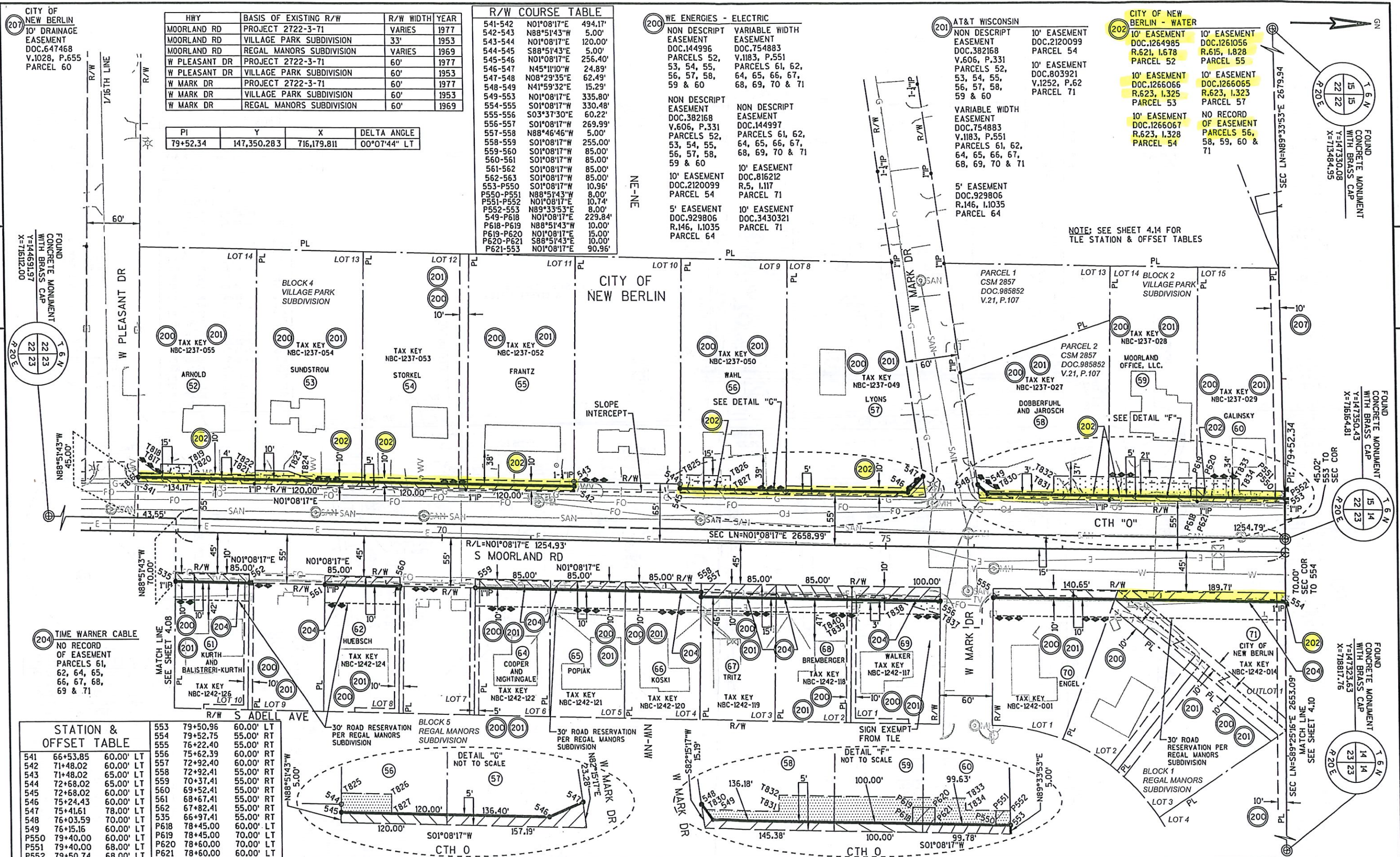
R/L S MOORLAND ROAD
CURVE DATA
PI = 57+69.73
Y = 145,168.036
X = 716,136.457
PC = 56+22.59
PT = 59+16.80
DELTA = 02°56'32" LT
BACK = S04°04'49"W
AHEAD = N01°08'17"E
D = 01°00'00"
T = 147.14'
L = 294.21'
R = 5729.58'

R/W COURSE TABLE		
521-522	N34°20'17"E	29.02'
522-523	SEE CURVE DATA	
523-524	N26°33'01"W	26.22'
524-525	N12°57'54"E	61.30'
525-526	SEE CURVE DATA	
526-527	SEE CURVE DATA	
527-528	S88°51'43"E	5.00'
528-529	SEE CURVE DATA	
529-530	S88°51'43"E	5.00'
530-531	SEE CURVE DATA	
531-509	N01°08'17"E	182.88'
509-532	N88°51'43"W	10.00'
532-533	N01°08'17"E	120.00'
533-534	S88°51'43"E	10.00'
534-510	N01°08'17"E	374.17'

R/W COURSE TABLE		
535-536	S01°08'17"W	141.86'
536-537	S01°08'17"W	950.01'
537-538	S01°08'17"W	60.00'
538-539	S01°08'17"W	100.14'
539-540	N88°46'46"W	10.00'
540-815	S01°08'17"W	151.61'

204 TIME WARNER CABLE
NO RECORD
OF EASEMENT
PARCELS 39,
40, 41, 42,
43, 44 & 45

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	VARIES	1977
MOORLAND RD	VILLAGE PARK SUBDIVISION	33'	1953
MOORLAND RD	REGAL MANORS SUBDIVISION	VARIES	1969
W HEATHERLY DR	PROJECT 2722-3-71	33'	1977
W HEATHERLY DR	VILLAGE PARK SUBDIVISION	33'	1953
W MAYFLOWER DR	VILLAGE PARK SUBDIVISION	60'	1953
W MAYFLOWER DR	PROJECT 2722-3-71	60'	1977
W MAYFLOWER DR	REGAL MANORS SUBDIVISION	60'	1969
W PLEASANT DR	PROJECT 2722-3-71	60'	1977
W PLEASANT DR	VILLAGE PARK SUBDIVISION	60'	1953



HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	VARIABLE	1977
MOORLAND RD	VILLAGE PARK SUBDIVISION	33'	1953
MOORLAND RD	REGAL MANORS SUBDIVISION	VARIABLE	1969
W PLEASANT DR	PROJECT 2722-3-71	60'	1977
W PLEASANT DR	VILLAGE PARK SUBDIVISION	60'	1953
W MARK DR	PROJECT 2722-3-71	60'	1977
W MARK DR	VILLAGE PARK SUBDIVISION	60'	1953
W MARK DR	REGAL MANORS SUBDIVISION	60'	1969

PI	Y	X	DELTA ANGLE
79+52.34	147,350.283	716,179.811	00°07'44" LT

R/W COURSE TABLE			
541-542	N01°08'17"E	494.17'	
542-543	N88°51'43"W	5.00'	
543-544	N01°08'17"E	120.00'	
544-545	S88°51'43"E	5.00'	
545-546	N01°08'17"E	256.40'	
546-547	N45°11'10"W	24.89'	
547-548	N08°29'35"E	62.49'	
548-549	N41°59'32"E	15.29'	
549-553	N01°08'17"E	335.80'	
554-555	S01°08'17"W	330.48'	
555-556	S03°37'30"E	60.22'	
556-557	S01°08'17"W	269.99'	
557-558	N88°46'46"W	5.00'	
558-559	S01°08'17"W	255.00'	
559-560	S01°08'17"W	85.00'	
560-561	S01°08'17"W	85.00'	
561-562	S01°08'17"W	85.00'	
562-563	S01°08'17"W	85.00'	
563-564	S01°08'17"W	10.96'	
P550-P551	N88°51'43"W	8.00'	
P551-P552	N01°08'17"E	10.74'	
P552-553	N89°33'53"E	8.00'	
549-P618	N01°08'17"E	229.84'	
P618-P619	N88°51'43"W	10.00'	
P619-P620	N01°08'17"E	15.00'	
P620-P621	S88°51'43"E	10.00'	
P621-553	N01°08'17"E	90.96'	

WE ENERGIES - ELECTRIC
NON DESCRIPT EASEMENT
DOC.144996
PARCELS 52, 53, 54, 55, 56, 57, 58, 59 & 60
NON DESCRIPT EASEMENT
DOC.382168
V.606, P.331
PARCELS 52, 53, 54, 55, 56, 57, 58, 59 & 60
10' EASEMENT
DOC.2120099
PARCEL 54
5' EASEMENT
DOC.929806
R.146, I.1035
PARCEL 64

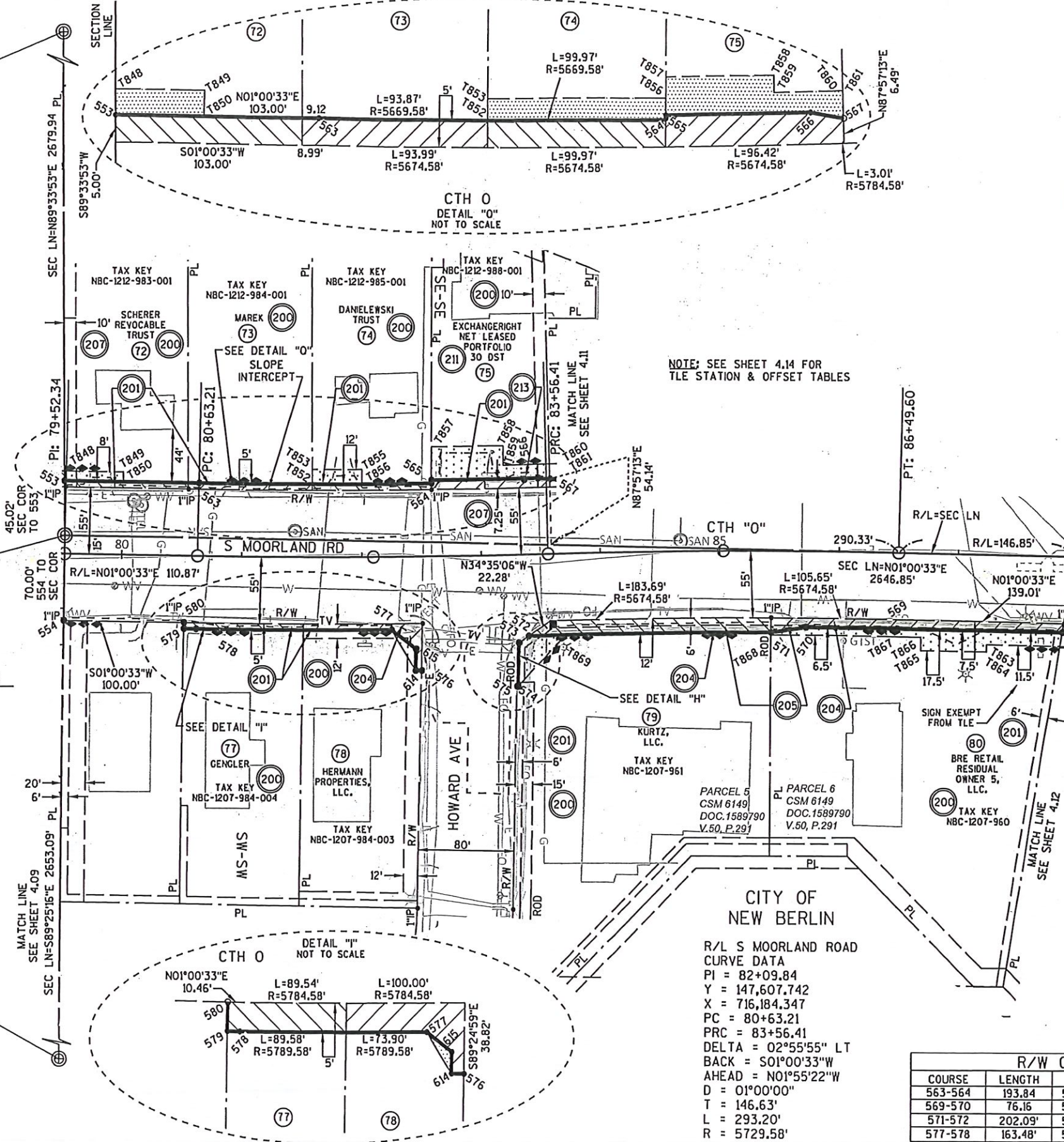
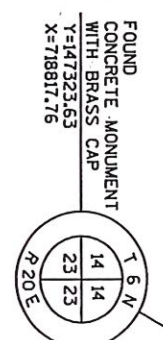
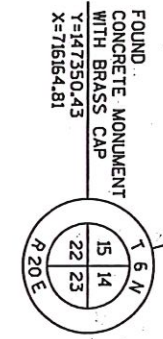
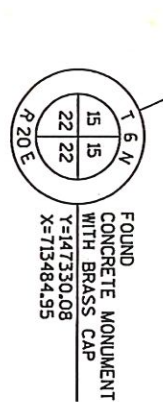
AT&T WISCONSIN
NON DESCRIPT EASEMENT
DOC.382168
V.606, P.331
PARCELS 52, 53, 54, 55, 56, 57, 58, 59 & 60
VARIABLE WIDTH EASEMENT
DOC.754883
V.1183, P.551
PARCELS 61, 62, 64, 65, 66, 67, 68, 69, 70 & 71
10' EASEMENT
DOC.816212
R.5, I.117
PARCEL 71
5' EASEMENT
DOC.929806
R.146, I.1035
PARCEL 64

CITY OF NEW BERLIN - WATER
10' EASEMENT
DOC.1264985
R.621, I.678
PARCEL 52
10' EASEMENT
DOC.1266066
R.623, I.325
PARCEL 53
10' EASEMENT
DOC.1266067
R.623, I.328
PARCEL 54
10' EASEMENT
DOC.1261056
R.615, I.828
PARCEL 55
10' EASEMENT
DOC.1266065
R.623, I.323
PARCEL 57
NO RECORD OF EASEMENT
PARCELS 56, 58, 59, 60 & 71

STATION & OFFSET TABLE			
541	66+53.85	60.00'	LT
542	71+48.02	60.00'	LT
543	71+48.02	65.00'	LT
544	72+68.02	65.00'	LT
545	72+68.02	60.00'	LT
546	75+24.43	60.00'	LT
547	75+41.61	78.00'	LT
548	76+03.59	70.00'	LT
549	76+15.16	60.00'	LT
P550	79+40.00	60.00'	LT
P551	79+40.00	68.00'	LT
P552	79+50.74	68.00'	LT
553	79+50.96	60.00'	RT
554	79+52.75	55.00'	RT
555	76+22.40	55.00'	RT
556	75+62.39	60.00'	RT
557	72+92.40	60.00'	RT
558	72+92.41	55.00'	RT
559	70+37.41	55.00'	RT
560	69+52.41	55.00'	RT
561	68+67.41	55.00'	RT
562	67+82.41	55.00'	RT
563	66+97.41	55.00'	RT
P618	78+45.00	60.00'	LT
P619	78+45.00	70.00'	LT
P620	78+60.00	70.00'	LT
P621	78+60.00	60.00'	LT

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH O	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.09
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET

- 200 WE ENERGIES - ELECTRIC
NON DESCRIPT EASEMENT
DOC.135129
PARCELS 72, 73, 74 & 75
NON DESCRIPT EASEMENT
DOC.391428
PARCELS 72 & 73
NON DESCRIPT EASEMENT
DOC.405769
PARCEL 74
NON DESCRIPT EASEMENT
DOC.406916
V.649, P.102
PARCEL 75
10' EASEMENT
DOC.1717350
R.1444, 1.619
PARCEL 75
NON DESCRIPT EASEMENT
DOC.135128
PARCEL 77, 78, 79 & 80
12' EASEMENT
DOC.1030398
R.279, 1.154
PARCEL 78
15' EASEMENT
DOC.2099763
R.2178, 1.843
PARCEL 79
- 201 AT&T WISCONSIN
6' EASEMENT
DOC.1575877
R.1175, 1.32
PARCELS 79 & 80
NO RECORD OF EASEMENT
PARCELS 72, 73, 74, 75, 77 & 78
- 204 TIME WARNER CABLE
NO RECORD OF EASEMENT
PARCELS 78, 79 & 80
- 205 WE ENERGIES - GAS
NO RECORD OF EASEMENT
PARCELS 79 & 80
- 207 CITY OF NEW BERLIN
10' DRAINAGE EASEMENT
DOC.647469
PARCEL 72
7.25' SIDEWALK EASEMENT
DOC.2866464
PARCEL 75
- ASSOCIATED BANK NA & MRED ASSOCIATES
NON DESCRIPT ACCESS AND PARKING RECIPROCAL AGREEMENT EASEMENT
DOC.2791814
PARCEL 75

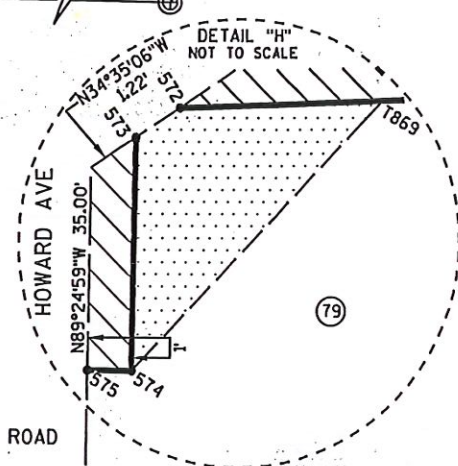
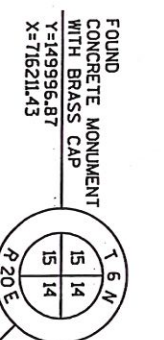


PI	Y	X	DELTA ANGLE
79+52.34	147,350.283	716,179.811	00°07'44" LT

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	110'	1977
HOWARD AVE	PROJECT 2722-3-71	80'	1977

STATION & OFFSET TABLE

STATION	OFFSET	TYPE
553	79+50.96	60.00' LT
554	79+52.75	55.00' RT
563	80+63.21	60.00' LT
564	82+59.10	60.00' LT
565	82+59.12	62.50' LT
566	83+49.35	62.50' LT
567	83+59.37	61.49' LT
568	87+87.54	62.50' RT
569	86+49.60	62.50' RT
570	85+72.60	62.50' RT
571	85+42.95	67.00' RT
572	83+38.88	67.05' RT
573	83+30.55	72.51' RT
574	83+29.18	108.19' RT
575	83+28.19	108.15' RT
576	82+49.99	93.81' RT
614	82+45.07	93.68' RT
615	82+45.49	76.16' RT
577	82+25.00	60.00' RT
578	80+63.21	60.00' RT
579	80+52.79	60.00' RT
580	80+52.75	55.00' RT



R/L S MOORLAND ROAD
CURVE DATA
PI = 85+03.04
Y = 147,900.836
X = 716,174.507
PRC = 83+56.41
PT = 86+49.60
DELTA = 02°55'55" RT
BACK = S01°00'33"E
AHEAD = N01°00'33"E
D = 01°00'00"
T = 146.63'
L = 293.20'
R = 5729.58'

R/W COURSE TABLE

COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
553-563	101°00'33"E	112.12'		
563-564	SEE CURVE DATA			
564-565	S89°33'53"W	2.50'		
565-566	N01°24'04"W	89.24'		
566-567	N03°53'04"E	10.03'		
568-569	S01°00'33"W	137.94'		
569-570	SEE CURVE DATA			
570-571	S08°38'14"E	29.65'		
571-572	SEE CURVE DATA			
572-573	S34°35'06"E	10.05'		
573-574	S89°24'59"E	35.70'		
574-575	S00°35'01"W	1.00'		
575-576	S08°57'52"W	80.86'		
576-614	S00°34'56"W	5.00'		
614-615	N89°24'59"W	17.53'		
615-577	S37°13'03"W	26.29'		
577-578	SEE CURVE DATA			
578-579	S01°00'33"W	10.42'		
579-580	N89°25'16"W	5.00'		
580-554	S01°00'33"W	100.00'		

COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
563-564	193.84	5669.58'	N00°01'47"E	193.83'
569-570	76.16	5667.08'	S00°37'27"W	76.16'
571-572	202.09	5662.58'	S01°04'47"E	202.08'
577-578	163.48	5789.58'	S00°12'01"W	163.48'

WE ENERGIES - ELECTRIC
NON DESCRIPT EASEMENT
DOC.1710661
PARCELS 75, 81 & 84
NON DESCRIPT EASEMENT
DOC.406916
V.649, P.102
PARCELS 75 & 81
VARIABLE WIDTH EASEMENT
DOC.2859920
PARCEL 75

10' EASEMENT
DOC.1710661
R.1431, I.146
PARCEL 75
NON DESCRIPT EASEMENT
DOC.406917
V.649, P.104
PARCEL 81
NON DESCRIPT EASEMENT
DOC.416449
V.666, P.482
PARCEL 84

VARIABLE WIDTH EASEMENT
DOC.2660667
PARCEL 84

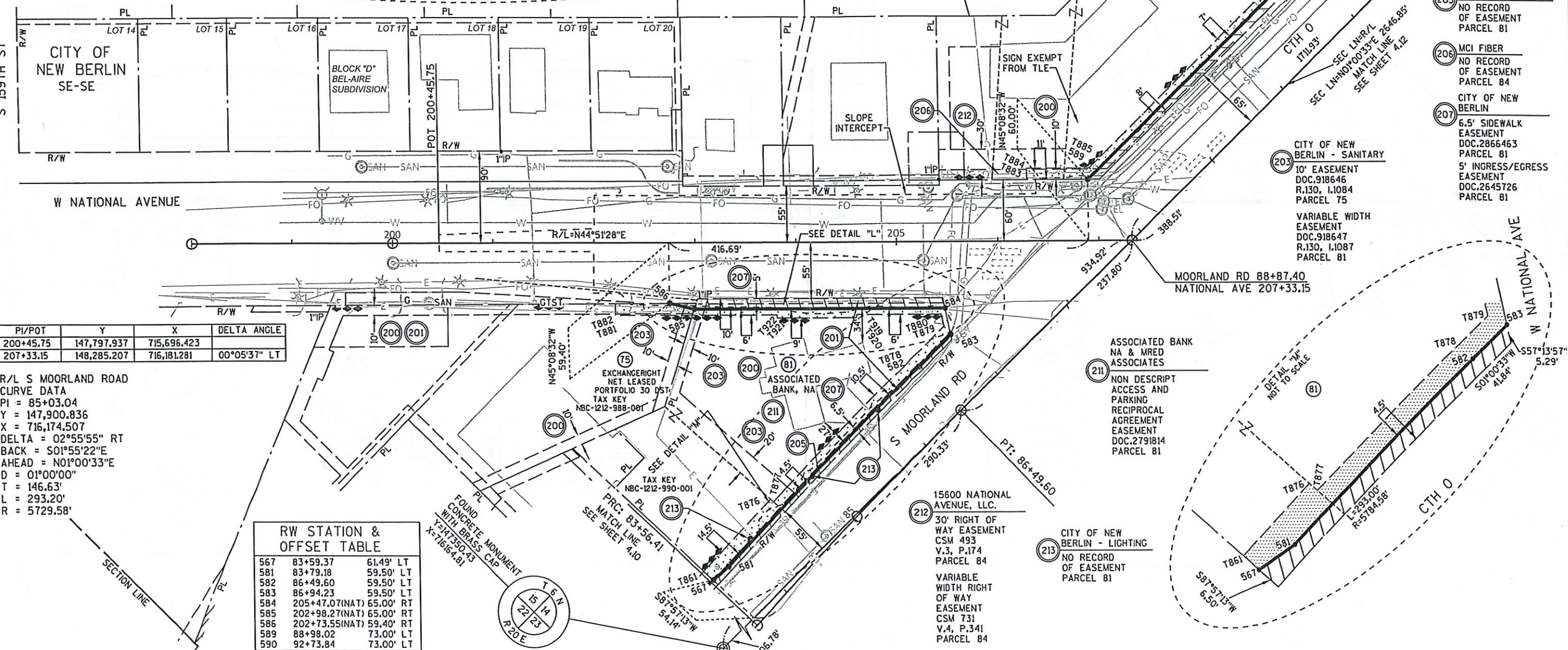
HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	55'	1977
MOORLAND RD	CSM 11299	65'	2015
W NATIONAL AVE	PROJECT 2722-3-71	110' & 115'	1977
W NATIONAL AVE	CSM 731	65'	1967
W NATIONAL AVE	BEL-AIRE SUBDIVISION	90'	1955
W NATIONAL AVE	DOC.1656725	VARIES	1991
W NATIONAL AVE	PROJECT 2722-3-71	33'	1977

R/W COURSE TABLE			
567-581	N03°53'04"E	20.11'	
581-582	SEE CURVE DATA		
582-583	N01°00'33"E	44.63'	
583-584	N57°13'57"W	26.50'	
584-585	S44°51'28"W	248.80'	
585-586	S57°36'54"W	25.35'	
589-590	N01°00'33"E	375.83'	

R/W CURVE TABLE				
COURSE	LENGTH	RADIUS	CHORD BEARING	CHORD
581-582	273.24'	5789.08'	N00°20'34"W	273.21'

NOTE: SEE SHEET 4.14 FOR
TLE STATION & OFFSET TABLES

AT&T WISCONSIN
VARIABLE WIDTH EASEMENT
DOC.2859920
PARCEL 75
NO RECORD OF EASEMENT
PARCEL 81



PI/POT	Y	X	DELTA ANGLE
200+45.75	147,797.937	715,696.423	
207+33.15	148,285.207	716,181.281	00°05'37" LT

R/L S MOORLAND ROAD
CURVE DATA
PI = 85+03.04
Y = 147,900.836
X = 716,174.507
DELTA = 02°55'55" RT
BACK = S01°55'22"E
AHEAD = N01°00'33"E
D = 01°00'00"
T = 146.63'
L = 293.20'
R = 5729.58'

RW STATION & OFFSET TABLE		
567	83+59.37	61.49' LT
581	83+79.18	59.50' LT
582	86+49.60	59.50' LT
583	86+94.23	59.50' LT
584	205+47.07(NAT)	65.00' RT
585	202+98.27(NAT)	65.00' RT
586	202+73.55(NAT)	59.40' RT
589	88+98.02	73.00' LT
590	92+73.84	73.00' LT

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH O	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.11
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET

R/W COURSE TABLE		
568-591	N01°00'33"E	65.36'
591-616	N44°45'51"E	53.54'
616-617	N45°14'09"W	7.50'
617-592	N44°45'51"E	1082.89'
592-593	N44°45'51"E	99.00'
593-594	N44°45'51"E	150.00'
594-595	N45°14'09"W	1.50'
595-597	S55°28'38"W	37.66'
597-598	S44°45'51"W	93.50'
598-599	N84°13'18"W	15.10'
599-600	N28°28'29"W	14.43'
600-601	N01°00'33"E	183.80'

PI/POT	Y	X	DELTA ANGLE
207+33.15	148,285.207	716,181.281	00°05'37" LT
222+00.89	149,327.317	717,214.850	

NOTE: SEE SHEET 4.14 FOR TLE STATION & OFFSET TABLES

(201) AT&T WISCONSIN
NON DESCRIPT EASEMENT
DOC.558715
R.1175, I.322
V.905, P.226
PARCELS 86 & 87
6' EASEMENT
NO RECORD OF EASEMENT
PARCELS 85 & 89

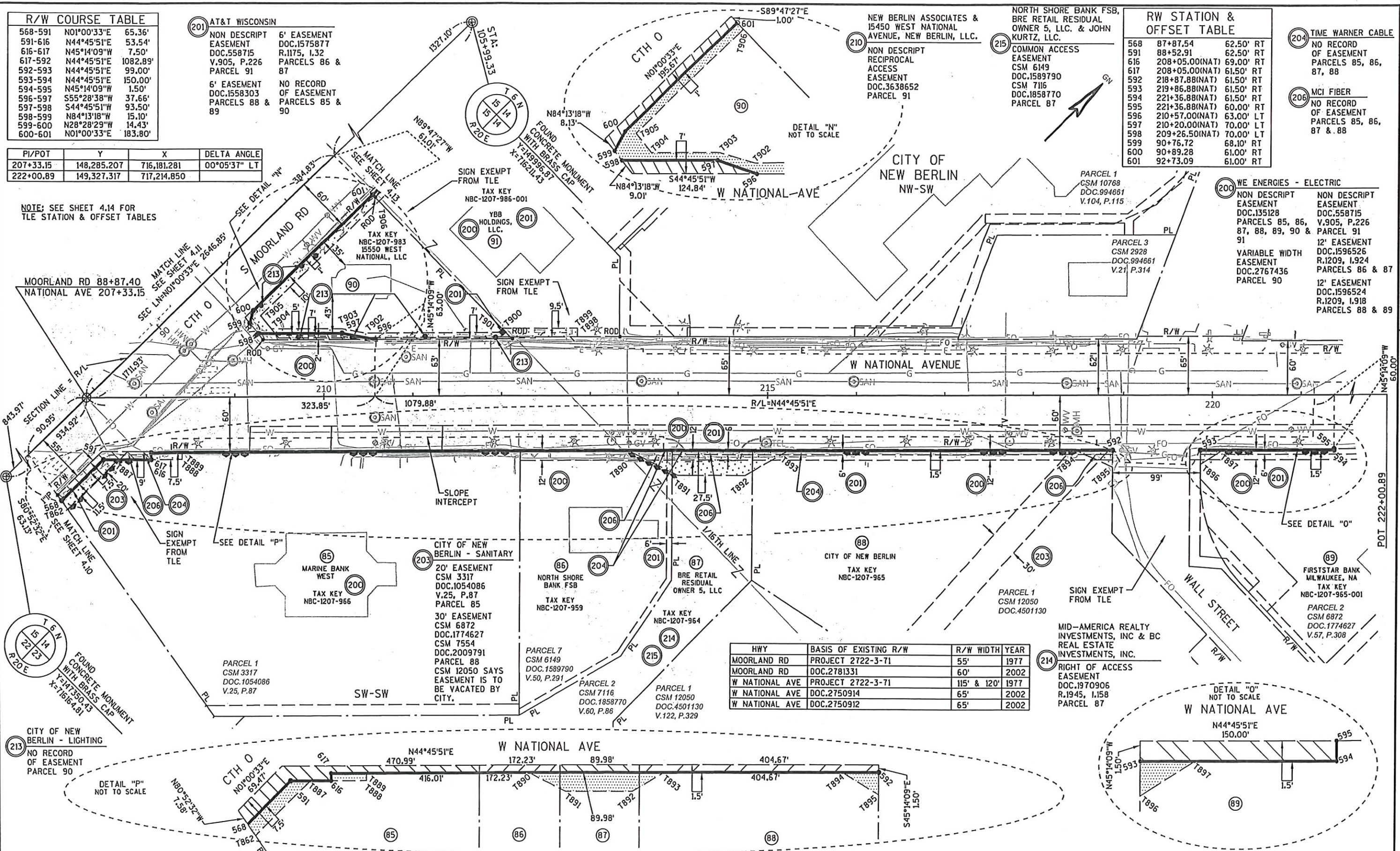
NEW BERLIN ASSOCIATES & 15450 WEST NATIONAL AVENUE, NEW BERLIN, LLC.
(210) NON DESCRIPT RECIPROCAL ACCESS EASEMENT
DOC.3638652
PARCEL 91

NORTH SHORE BANK FSB, BRE RETAIL RESIDUAL OWNER 5, LLC. & JOHN KURTZ, LLC.
(215) COMMON ACCESS EASEMENT
CSM 6149
DOC.1589790
CSM 7116
DOC.1858770
PARCEL 87

RW STATION & OFFSET TABLE		
568	87+87.54	62.50' RT
591	88+52.91	62.50' RT
616	208+05.00(NAT)	69.00' RT
617	208+05.00(NAT)	61.50' RT
592	218+87.88(NAT)	61.50' RT
593	219+86.88(NAT)	61.50' RT
594	221+36.88(NAT)	61.50' RT
595	221+36.88(NAT)	60.00' RT
596	210+57.00(NAT)	63.00' LT
597	210+20.00(NAT)	70.00' LT
598	209+26.50(NAT)	70.00' LT
599	90+76.72	68.10' RT
600	90+89.28	61.00' RT
601	92+73.09	61.00' RT

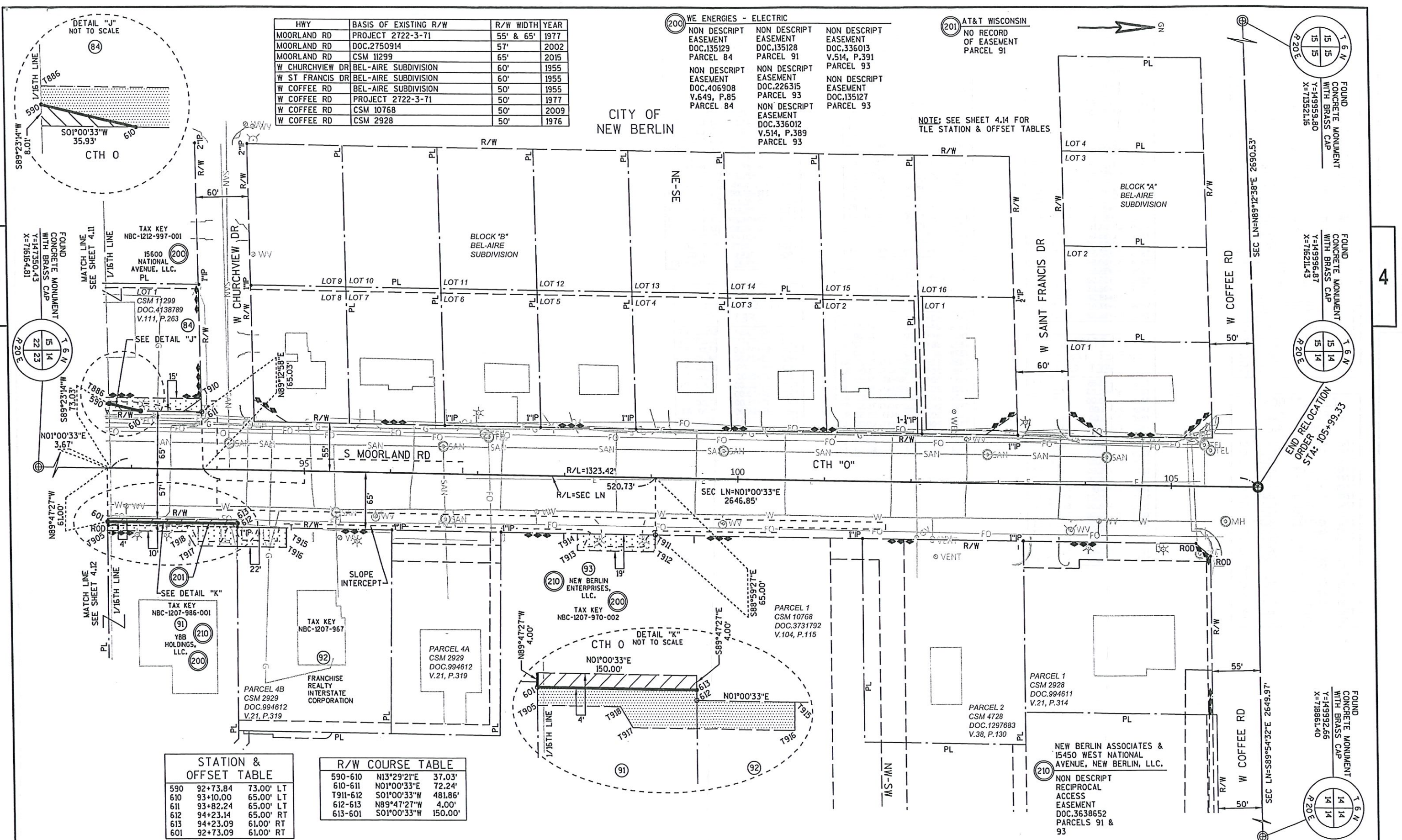
(204) TIME WARNER CABLE
NO RECORD OF EASEMENT
PARCELS 85, 86, 87, 88
(206) MCI FIBER
NO RECORD OF EASEMENT
PARCELS 85, 86, 87 & 88

(200) WE ENERGIES - ELECTRIC
NON DESCRIPT EASEMENT
DOC.135128
PARCELS 85, 86, 87, 88, 89, 90 & 91
VARIABLE WIDTH EASEMENT
DOC.2767436
PARCEL 90
NON DESCRIPT EASEMENT
DOC.558715
PARCELS 85, 86, 87, 88, 89, 90 & 91
12' EASEMENT
DOC.1596526
R.1209, I.924
PARCELS 86 & 87
12' EASEMENT
DOC.1596524
R.1209, I.918
PARCELS 88 & 89



HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	55'	1977
MOORLAND RD	DOC.2781331	60'	2002
W NATIONAL AVE	PROJECT 2722-3-71	115' & 120'	1977
W NATIONAL AVE	DOC.2750914	65'	2002
W NATIONAL AVE	DOC.2750912	65'	2002

MID-AMERICA REALTY INVESTMENTS, INC & BC REAL ESTATE INVESTMENTS, INC.
(214) RIGHT OF ACCESS EASEMENT
DOC.1970906
R.1945, I.158
PARCEL 87



HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
MOORLAND RD	PROJECT 2722-3-71	55' & 65'	1977
MOORLAND RD	DOC.2750914	57'	2002
MOORLAND RD	CSM 11299	65'	2015
W CHURCHVIEW DR	BEL-AIRE SUBDIVISION	60'	1955
W ST FRANCIS DR	BEL-AIRE SUBDIVISION	60'	1955
W COFFEE RD	BEL-AIRE SUBDIVISION	50'	1955
W COFFEE RD	PROJECT 2722-3-71	50'	1977
W COFFEE RD	CSM 10768	50'	2009
W COFFEE RD	CSM 2928	50'	1976

CITY OF
NEW BERLIN

WE ENERGIES - ELECTRIC		
NON DESCRIPT EASEMENT DOC.135129 PARCEL 84	NON DESCRIPT EASEMENT DOC.135128 PARCEL 91	NON DESCRIPT EASEMENT DOC.336013 V.514, P.391 PARCEL 93
NON DESCRIPT EASEMENT DOC.406908 V.649, P.85 PARCEL 84	NON DESCRIPT EASEMENT DOC.226315 PARCEL 93	NON DESCRIPT EASEMENT DOC.135127 PARCEL 93
NON DESCRIPT EASEMENT DOC.336012 V.514, P.389 PARCEL 93		

AT&T WISCONSIN
NO RECORD
OF EASEMENT
PARCEL 91

NOTE: SEE SHEET 4.14 FOR
TLE STATION & OFFSET TABLES

STATION & OFFSET TABLE			
590	92+73.84	73.00'	LT
610	93+10.00	65.00'	LT
611	93+82.24	65.00'	LT
612	94+23.14	65.00'	RT
613	94+23.09	61.00'	RT
601	92+73.09	61.00'	RT

R/W COURSE TABLE		
590-610	N13°29'21"E	37.03'
610-611	N01°00'33"E	72.24'
T911-612	S01°00'33"W	481.86'
612-613	N89°47'27"W	4.00'
613-601	S01°00'33"W	150.00'

REVISION DATE	DATE 01/14/2022	SCALE, FEET	HWY: CTH O	STATE R/W PROJECT NUMBER: 2722-07-22	PLAT SHEET 4.13
	GRID FACTOR N/A	0 50 100	COUNTY: WAUKESHA	CONSTRUCTION PROJECT NUMBER: 2722-07-72	PS&E SHEET

TLE STATION & OFFSET TABLE - SHEET 4.05			
T700	21+32.61	65.00'	LT
T701	22+08.80	117.13'	LT
T702	22+99.80	117.13'	LT
T703	26+53.55	65.00'	RT
T704	26+53.38	75.00'	RT
T705	25+55.00	75.00'	RT
T706	25+55.00	65.00'	RT
T707	23+30.00	65.00'	RT
T708	23+30.00	77.00'	RT
T709	22+95.00	77.00'	RT
T710	22+80.00	116.00'	RT
T711	21+90.00	116.00'	RT
T712	21+90.00	100.00'	RT
T713	21+55.00	100.00'	RT
T714	21+55.00	77.00'	RT
T715	19+35.00	84.79'	RT
T716	19+35.00	113.00'	RT
T717	18+55.00	113.00'	RT
T718	18+55.00	90.53'	RT

TLE STATION & OFFSET TABLE - SHEET 4.06			
T727	31+85.00	55.00'	LT
T728	31+85.00	63.00'	LT
T729	32+44.04	63.00'	LT
T730	32+44.28	55.00'	LT
T731	33+32.00	55.00'	LT
T732	33+32.00	60.00'	LT
T733	33+68.00	60.00'	LT
T734	33+68.00	55.00'	LT

TLE STATION & OFFSET TABLE - SHEET 4.07			
T743	40+36.57	55.00'	LT
T744	40+36.42	60.00'	LT
T745	40+85.00	60.00'	LT
T746	40+85.00	65.00'	LT
T747	41+26.31	65.00'	LT
T748	41+26.60	55.00'	LT
T749	41+77.00	55.00'	LT
T750	41+77.00	65.00'	LT
T751	42+34.35	65.00'	LT
T752	42+34.64	55.00'	LT
T759	48+90.00	55.00'	LT
T760	48+90.00	60.00'	LT
T761	50+15.00	60.00'	LT
T762	50+15.00	55.00'	LT
T763	51+15.00	55.00'	LT
T764	51+15.00	60.00'	LT
T765	52+31.68	60.00'	LT
T766	43+03.01	55.00'	RT
T767	43+02.97	63.00'	RT
T768	43+45.00	63.00'	RT
T769	43+45.00	55.00'	RT

TLE STATION & OFFSET TABLE - SHEET 4.08			
T782	56+01.69	77.00'	LT
T783	56+45.00	65.00'	LT
T784	57+37.64	64.50'	LT
T785	57+55.02	64.50'	LT
T786	57+55.00	80.00'	LT
T787	57+85.00	80.00'	LT
T788	57+85.00	64.50'	LT
T789	58+59.03	64.94'	LT
T790	59+35.00	60.10'	LT
T791	59+35.00	55.00'	LT
T796	65+55.54	59.00'	RT
T741	64+70.54	59.00'	RT
T742	64+70.55	55.00'	RT
T797	62+15.54	55.00'	RT
T798	62+15.54	58.00'	RT
T799	61+90.33	58.00'	RT
T800	61+90.31	55.00'	RT
T801	60+65.00	55.00'	RT
T802	60+65.00	59.00'	RT
T803	59+60.53	59.00'	RT
T804	59+60.54	55.00'	RT
T805	56+35.00	62.00'	RT
T806	56+35.00	65.01'	RT
T807	56+08.63	66.33'	RT
T808	55+48.38	79.94'	RT
T809	54+97.03	81.65'	RT
T810	54+96.62	67.67'	RT

TLE STATION & OFFSET TABLE - SHEET 4.09			
T816	66+53.85	64.00'	LT
T817	66+80.00	64.00'	LT
T818	66+80.00	75.00'	LT
T819	67+15.00	75.00'	LT
T820	67+15.00	64.00'	LT
T821	67+88.02	64.00'	LT
T822	67+88.02	70.00'	LT
T823	68+25.00	70.00'	LT
T824	68+55.00	60.00'	LT
T825	72+68.02	75.00'	LT
T826	73+25.00	75.00'	LT
T827	73+25.00	60.00'	LT
T830	76+11.69	63.00'	LT
T831	76+90.00	63.00'	LT
T832	76+90.00	81.00'	LT
T833	79+00.00	81.00'	LT
T834	79+00.00	68.00'	LT
T837	75+62.37	75.00'	RT
T838	75+19.90	63.00'	RT
T839	74+62.40	63.00'	RT
T840	74+62.40	60.00'	RT

TLE STATION & OFFSET TABLE - SHEET 4.10			
T848	79+50.74	68.00'	LT
T849	80+00.00	68.00'	LT
T850	80+00.00	60.00'	LT
T852	81+58.07	60.00'	LT
T853	81+57.97	72.00'	LT
T855	82+00.00	72.00'	LT
T856	82+00.00	60.00'	LT
T857	82+59.37	90.00'	LT
T858	83+20.00	90.00'	LT
T859	83+20.00	74.00'	LT
T860	83+56.41	74.00'	LT
T861	83+59.34	74.00'	LT
T862	87+85.90	74.00'	RT
T863	87+25.00	74.00'	RT
T864	87+25.00	80.00'	RT
T865	86+70.00	80.00'	RT
T866	86+70.00	69.00'	RT
T867	86+49.60	69.00'	RT
T868	85+42.93	69.00'	RT
T869	83+70.00	67.00'	RT

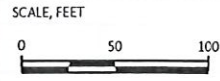
TLE STATION & OFFSET TABLE - SHEET 4.11			
T861	83+59.34	74.00'	LT
T876	84+55.00	74.00'	LT
T877	84+55.00	70.00'	LT
T878	86+49.60	70.00'	LT
T879	86+94.85	70.00'	LT
T880	205+43.24(NAT)	71.00'	RT
T919	204+60.00(NAT)	71.00'	RT
T920	204+60.00(NAT)	74.00'	RT
T921	203+80.00(NAT)	74.00'	RT
T922	203+80.00(NAT)	71.00'	RT
T881	202+20.00(NAT)	71.00'	RT
T882	202+19.95(NAT)	59.61'	RT
T883	206+30.00(NAT)	60.00'	LT
T884	206+30.00(NAT)	71.00'	LT
T885	89+06.61	80.00'	LT
T886	92+73.64	80.00'	LT

TLE STATION & OFFSET TABLE - SHEET 4.12			
T862	87+85.90	74.00'	RT
T887	88+64.92	74.00'	RT
T888	208+40.00(NAT)	69.00'	RT
T889	208+40.00(NAT)	61.50'	RT
T890	213+43.24(NAT)	61.50'	RT
T891	214+00.00(NAT)	89.00'	RT
T892	214+75.00(NAT)	89.00'	RT
T893	215+23.21(NAT)	61.50'	RT
T894	218+47.88(NAT)	61.50'	RT
T895	218+87.88(NAT)	80.00'	RT
T896	219+86.88(NAT)	77.00'	RT
T897	220+11.88(NAT)	61.50'	RT
T898	212+85.00(NAT)	65.00'	LT
T899	212+85.00(NAT)	74.50'	LT
T900	211+99.80(NAT)	74.50'	LT
T901	212+04.23(NAT)	70.00'	LT
T902	210+46.90(NAT)	70.00'	LT
T903	210+20.47(NAT)	75.00'	LT
T904	209+41.75(NAT)	75.00'	LT
T905	90+91.53	71.00'	RT
T906	92+73.23	71.00'	RT

TLE STATION & OFFSET TABLE - SHEET 4.13			
T886	92+73.64	80.00'	LT
T910	93+81.77	80.00'	LT
T911	99+05.00	65.00'	RT
T912	99+05.00	84.00'	RT
T913	98+15.00	84.00'	RT
T914	98+15.00	65.00'	RT
T915	94+80.00	65.00'	RT
T916	94+80.00	87.00'	RT
T917	93+75.00	87.00'	RT
T918	93+65.00	71.00'	RT
T905	92+73.23	71.00'	RT

REVISION DATE				

DATE	01/14/2022
GRID FACTOR	N/A



HWY:	CTH O
COUNTY:	WAUKESHA

STATE R/W PROJECT NUMBER:	2722-07-22
CONSTRUCTION PROJECT NUMBER:	2722-07-72

PLAT SHEET	4.14
PS&E SHEET	
	E



STAFF REPORT

To:

From:

Date: January 24, 2023

Subject: UT 05-23 Recommend to the Common Council to approve and direct staff to execute the Quit Claim Deed for the property located at 3900 S Moorland Road for the Waukesha County Moorland Road for the Waukesha County Moorland Road Project 2722-07-22 at the price indicated in the Southern Wisconsin Appraisal documents of 48,600, but ot approve the conation Agreement.

DESCRIPTION:

REQUEST:

RECOMMENDATION:

ATTACHMENTS: 1. ITEM UT 05-23 Complete

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT: Waukesha County DPW

PROJECT: Moorland Road Land Acquisition – 3900 S. Moorland Road Property

LOCATION: Moorland Road (CTH O) from Beloit Road (CTH I) to National Avenue (CTH ES)

REQUEST: Approval of the Quit Claim Deed and Donation Agreement for the property located at 3900 S. Moorland Road associated with the Moorland Road Project 2722-07-22

D.C.D. RECOMMENDATION: Recommend Common Council approval of the Quit Claim Deed and the Donation Agreement for the property located at 3900 S. Moorland Road associated with the Moorland Road Project 2722-07-22.

1. The City of New Berlin Utility owns the property located at 3900 S. Moorland Road. At one time, this property had a pump house located on it. The property is currently vacant.
2. Waukesha County will be reconstructing Moorland Road from Beloit Road to National Avenue and parts of National Ave associated with the Moorland Road and National Avenue intersection in 2023 under project number 2722-07-22.
3. Waukesha County is seeking to acquire 0.044 acres of land (or 10 feet along the entire frontage) to maintain a more consistent right-of-way width along Moorland Road and accommodate intersection improvements at Howard Avenue. A Quit Claim Deed would need to be executed and recorded with the Register of Deeds for Parcel 71 (Tax Key NBC 1242-014).
4. Southern Wisconsin Appraisal completed an Appraisal report for the property and valued the taking at \$8,600. This appraisal was reviewed and deemed in order by the City Assessor. Waukesha County is requesting that the City donate the land to the County (ie. no compensation).

Attachment:

Quit Claim Deed

Donation Agreement

Real Estate Appraisal Report

QUIT CLAIM DEED

Exempt from fee [s. 77.25(2r) Wis. Stats.]
RE1562 12/2021

THIS DEED, made by **CITY OF NEW BERLIN** GRANTOR, quit claims the property described below to Waukesha County, GRANTEE, for the sum of **Zero and 00/100 Dollars (\$0.00)**.

Other persons having an interest of record in the property:

This **is not** homestead property.

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

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

This space is reserved for recording data

Return to
Southern Wisconsin Appraisal
1055 Prairie Drive, Suite C
Racine, WI 53406

Parcel Identification Number/Tax Key Number
NBC 1242014001

Signature _____ Date _____
CITY OF NEW BERLIN
Print Name _____

Signature _____ Date _____
Print Name _____

Signature _____ Date _____
Print Name _____

Signature _____ Date _____
Print Name _____

Signature _____ Date _____
Print Name _____

Signature _____ Date _____
Print Name and Title _____

_____ Date _____

State of Wisconsin)
) ss.
Waukesha County)

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

The signer was: _____ Physically in my presence. **OR**

_____ In my presence involving the use of communication technology.

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires



Q J 9 8 6 6 0 5

Project ID
2722-07-22

This instrument was drafted by
Waukesha County

Parcel No.
71

Project ID 2722-07-22

Parcel 71

City of New Berlin

NBC 1242.014

NBC 1242.014.001

Interests: FEE

Fee Title in and to all that part of Outlot 1 and Lot 2, Block 1 of Regal Manors Subdivision being a part of the Northwest 1/4 of the Northwest 1/4 of Section 23, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows:

The West 10 feet of Outlot 1 and Lot 2, Block 1 of Regal Manors Subdivision.

Said description contains 1,916 square feet or 0.044 acres more or less of new right of way.

DONATION - RECOMMENDATION AND APPROVAL

Ch. 32 Wis. Stats.

Waukesha County Department of Public Works Rev 7/24/2019



Owner

The City of New Berlin

Acres/Sq. Ft. Required

0.044-acre

Interest Required

Land in Fee (Fee Acquisition)

Narrative: Subject Parcel is a vacant lot of 0.433-acre located south of W National Avenue on the east side of S Moorland Road. The parcel is commonly known as the New Berlin Pump House site on S Moorland Road. The lot is zoned for single-family use under the R-5 zoning district. An appraisal identifying the property and the interests being sought by the County (Fee Acquisition area of 0.044-acre) prepared by Gene Bock (dated June 7, 2022) is being provided to the City of New Berlin as a part of this donation request.

Allocation

Fee Acquisition: 0.044-acre valued

\$8,580

Total Value of land being sought:

\$8,580

Total Value (Rounded):

\$8,600

Fee acquisition area to be donated to County for mutual benefit of both parties = No Compensation

The undersigned owner(s) of the above lands declare intent to dedicate said lands (0.044-acre fee acquisition). Having been fully informed of the right to receive just compensation based upon an appraisal, the undersigned further state that the decision to dedicate said easement was made without any undue influence or coercive action of any nature, and that the right to just compensation is hereby waived.

The instrument of conveyance will be executed upon presentation by Waukesha County, their agents, or representatives.

The City of New Berlin

Municipality Name

Approval signature

Date

Print name and title

APPROVED FOR:

Waukesha County

Municipality name

Approval signature

Date

Allison Bussler, Director of Public Works

Print name and title

Project ID: 2722-07-22
CTH O - Moorland Rd

County: Waukesha

Parcel No.: 71

Project ID 2722-07-22
Parcel 71
City of New Berlin
NBC 1242.014
NBC 1242.014.001
Interests: FEE

Fee Title in and to all that part of Outlot 1 and Lot 2, Block 1 of Regal Manors Subdivision being a part of the Northwest 1/4 of the Northwest 1/4 of Section 23, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows:

The West 10 feet of Outlot 1 and Lot 2, Block 1 of Regal Manors Subdivision.

Said description contains 1,916 square feet or 0.044 acres more or less of new right of way.

SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND AND INTERESTS TO WAUKESHA COUNTY

PARCEL NUMBER	SHEET	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	R/W REQUIRED ACRES			TOTAL REMAINING ACRES	T.L.E. ACRES	P.L.E. ACRES	PARCEL NUMBER
					NEW	EXISTING	TOTAL				
56	4.09	ANDREW W. AND KATHRYN A. WAHL	FEE, TLE	0.124	0.014	-	0.014	0.710	0.020	-	56
57	4.09	ROBERT E. JR. AND JEAN M. LYONS	FEE	0.824	0.022	-	0.022	0.802	-	-	57
58	4.09	KENNETH P. DOBERFUHL AND DARLENE C. JAROSCH	FEE, TLE	0.620	0.018	-	0.018	0.602	0.035	-	58
59	4.09	MOORLAND OFFICE, LLC. BY DAVID SCOTT WILLIAMS	FEE, PLE, TLE	0.602	0.011	-	0.011	0.591	0.047	0.001	59
60	4.09	RAYMOND AND CYNTHIA GALINSKY	FEE, PLE, TLE	0.514	0.011	-	0.011	0.563	0.029	0.004	60
61	4.09	JEFFREY S. KURTH AND THERESA M. BAUSTREIER-KURTH	FEE	0.298	0.020	-	0.020	0.278	-	-	61
62	4.09	JOSEPH C. AND CAROLYN K. HUEBSCH	FEE	0.293	0.020	-	0.020	0.273	-	-	62
63	4.09	ELIMINATED	FEE	0.293	-	-	-	-	-	-	63
64	4.09	THOMAS R. COOPER AND MARCY NIGHTINGALE	FEE	0.288	0.020	-	0.020	0.268	-	-	64
65	4.09	JO ANNE ROPIAK	FEE	0.291	0.020	-	0.020	0.271	-	-	65
66	4.09	PAUL D. AND MELISSA A. KOSKI	FEE	0.295	0.020	-	0.020	0.275	-	-	66
67	4.09	MATTHEW L. AND KELLY L. TRITZ	FEE	0.295	0.029	-	0.029	0.266	-	-	67
68	4.09	DOUGLAS BREMBERGER	FEE	0.290	0.029	-	0.029	0.261	-	-	68
69	4.09	JAMES M. AND PATRICIA J. WALKER	FEE, TLE	0.349	0.034	-	0.034	0.315	0.013	-	69
70	4.09	GARY C. AND LORRAINE H. ENGEL	FEE	0.402	0.032	-	0.032	0.370	-	-	70
71	4.09	CITY OF NEW BERLIN	FEE	0.443	0.044	-	0.044	0.399	-	-	71
72	4.10	EMMA M. SCHERER REVOCABLE TRUST	FEE, TLE	0.888	0.012	-	0.012	0.876	0.009	-	72
73	4.10	JOHN MAREK	FEE	0.882	0.012	-	0.012	0.870	-	-	73
74	4.10	LUCIAN AND JULIA DANIELEWSKI TRUST	FEE, TLE	0.859	0.011	-	0.011	0.848	0.011	-	74
75	4.10&4.11	EXCHANGERIGHT NET LEASED PORTFOLIO 30 DST	FEE, TLE	1.909	0.019	-	0.019	1.890	0.067	-	75
76	4.10	ELIMINATED	-	-	-	-	-	-	-	-	76
77	4.10	STEVEN E. GENGLER	FEE	0.691	0.011	-	0.011	0.680	-	-	77
78	4.10	D & L HERMANN PROPERTIES, LLC.	FEE, TLE	0.684	0.019	-	0.019	0.665	0.004	-	78
79	4.10	JOHN KURTZ, LLC.	FEE, TLE	1.56	0.054	-	0.054	1.102	0.018	-	79
80	4.10	BRE RETAIL RESIDUAL OWNER 5 LLC.	FEE, TLE	1.215	0.044	-	0.044	1.171	0.056	-	80
81	4.11	ASSOCIATED BANK NA	FEE, TLE	1.357	0.091	-	0.091	1.266	0.132	-	81
82	4.11	ELIMINATED	-	-	-	-	-	-	-	-	82
83	4.11	ELIMINATED	-	-	-	-	-	-	-	-	83
84	4.11&4.13	15600 NATIONAL AVENUE, LLC.	FEE, TLE	2.036	0.071	-	0.071	1.965	0.109	-	84
85	4.12	MARINE BANK-WEST	FEE, TLE	2.927	0.037	-	0.037	2.890	0.025	-	85
86	4.12	NORTH SHORE BANK FSB	FEE, TLE	0.908	0.006	-	0.006	0.902	0.014	-	86
87	4.12	BRE RETAIL RESIDUAL OWNER 5, LLC.	FEE, TLE	9.324	0.003	-	0.003	9.321	0.056	-	87
88	4.12	CITY OF NEW BERLIN	FEE, TLE	4.005	0.014	-	0.014	3.991	0.018	-	88
89	4.12	FIRSTAR BANK MILWAUKEE, NA	FEE, TLE	2.052	0.005	-	0.005	2.047	0.004	-	89
90	4.12	15550 WEST NATIONAL, LLC.	FEE, TLE	1.647	0.023	-	0.023	1.624	0.088	-	90
91	4.12&4.13	YBB HOLDINGS, LLC.	FEE, TLE	1.273	0.014	-	0.014	1.259	0.072	-	91
92	4.13	FRANCHISE REALTY INTERSTATE CORPORATION	TLE	0.927	-	-	-	0.927	0.029	-	92
93	4.13	NEW BERLIN ENTERPRISES, LLC.	TLE	10.890	-	-	-	10.890	0.039	-	93
INTEREST											
200	4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12&4.13	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS								
201	4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12&4.13	AT&T WISCONSIN	RELEASE OF RIGHTS								
202	4.05, 4.06, 4.07, 4.08&4.09	CITY OF NEW BERLIN - WATER	RELEASE OF RIGHTS								
203	4.05, 4.11 & 4.12	CITY OF NEW BERLIN - SANITARY	RELEASE OF RIGHTS								
204	4.05, 4.06, 4.09, 4.10 & 4.12	TIME WARNER CABLE	RELEASE OF RIGHTS								
205	4.05, 4.10 & 4.11	WE ENERGIES - GAS	RELEASE OF RIGHTS								
206	4.11 & 4.12	MCI FIBER	RELEASE OF RIGHTS								
207	4.05, 4.09 & 4.10	CITY OF NEW BERLIN	RELEASE OF RIGHTS								
208	4.05	EIP MOORLAND COMMONS, LLC & LAYTON STATE BANK	RELEASE OF RIGHTS								
209		EIP MOORLAND COMMONS, LLC & TARGET CORPORATION	RELEASE OF RIGHTS								
210	4.12 & 4.13	NEW BERLIN ASSOCIATES & 15450 WEST NATIONAL AVENUE, NEW BERLIN, LLC.	RELEASE OF RIGHTS								
211	4.10	ASSOCIATED BANK NA & MRED ASSOCIATES	RELEASE OF RIGHTS								
212	4.11	15600 NATIONAL AVENUE, LLC.	RELEASE OF RIGHTS								
213	4.10, 4.11 & 4.12	CITY OF NEW BERLIN - LIGHTING	RELEASE OF RIGHTS								
214	4.12	MID-AMERICA REALTY INVESTMENTS, INC. & BC REAL ESTATE INVESTMENTS, INC.	RELEASE OF RIGHTS								
215	4.12	NORTH SHORE BANK FSB, BRE RETAIL RESIDUAL OWNER 5, LLC. & JOHN KURTZ, LLC.	RELEASE OF RIGHTS								

REVISION DATE

DATE 01/14/2022

SCALE FEET

0 N/A N/A

HWY: CTHO

STATE R/W PROJECT NUMBER: 2722-07-22

PLAT SHEET 4.03

GRID FACTOR N/A

COUNTY: WAUKESHA

CONSTRUCTION PROJECT NUMBER: 2722-07-72

PS&E SHEET

FILE NAME

TTP200.DWG

LAYOUT NAME: 4.03

PLOT DATE: 1/13/2022 11:17 PM

PLOT BY: WINNIES CHRIS

PLOT NAME:

PLOT SCALE: NO SCALE

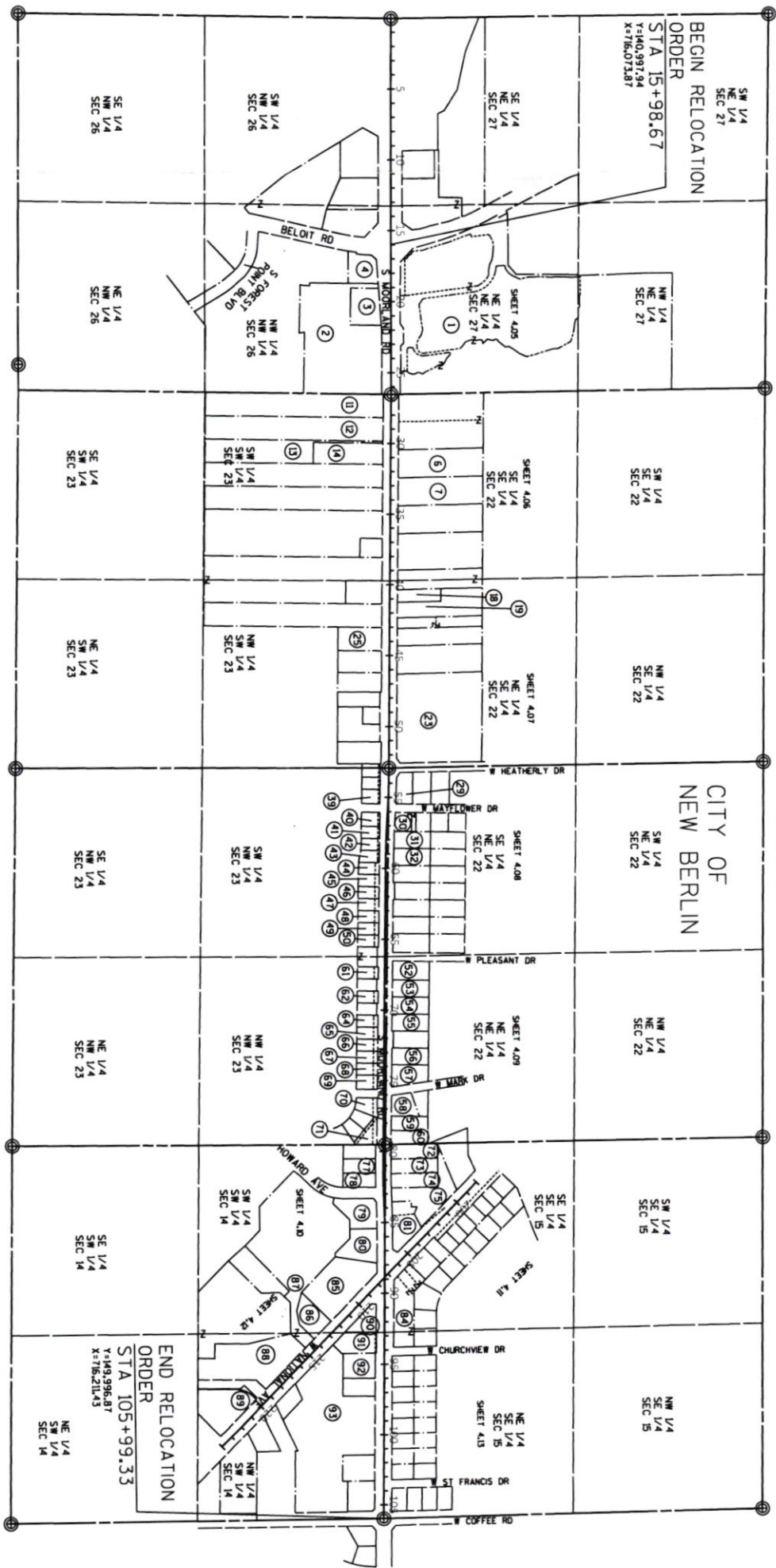
WISDOT/CAD005 SHEET 75

4

4

T-6-N
R-20-E

CITY OF
NEW BERLIN



BEGIN RELOCATION
ORDER
STA 15+98.67
Y=40,997.94
X=716,073.87

END RELOCATION
ORDER
STA 105+99.33
Y=40,996.87
X=716,271.43



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Southern Wisconsin Appraisal
a/k/a GA Bock & Associates, Inc.
1055 Prairie Drive - Suite C
Racine WI 53406-3971
Phone: 262.886.2450
Fax: 262.886.6145

Southern Wisconsin Appraisal

June 7, 2022

Ms. Karen Braun
Waukesha County Dept. of Public Works
515 West Moreland Blvd
Waukesha, WI 53187

Re: *Abbreviated Standard - Appraisal Report*
Parcel No. 71, (City of New Berlin Pump House/Land
Vacant Land on S Moorland Road)
Project I. D. 2722-07-22 (Moorland Road Rehabilitation)

Dear Ms. Braun:

In accordance with your request, this firm appraised the real estate located in the City of New Berlin, Waukesha County, Wisconsin, identified above. The appraisal is intended to assist you (Waukesha County Dept. of Public Works) with negotiations regarding acquisition of a portion of the property in conjunction with a planned road improvement project. In keeping with your instructions, the appraisal complies with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 and follows the minimal guidelines set by Uniform Appraisal Standards for Federal Land Acquisitions.

A careful inspection of the exterior of the subject property was made on several occasions during the past several weeks. The final viewing was on June 3, 2022. The attached report contains the appraiser's estimate of compensation due the owner as well as a summary of the major factors considered when developing this estimate. Please note the limiting conditions and special assumptions under which this value estimate is made. They are found within the report.

Based on my analysis, it is my professional opinion that the amount of compensation due the owner of the subject property as of June 3, 2022 is:

Eight Thousand Six Hundred Dollars
\$8,600.

Should you require additional information or have any questions, please call.

Sincerely,



Gene A. Bock, SRA, ASA, CRA
Senior Appraiser, Southern Wisconsin Appraisal
Wisconsin Certified General Appraiser No. 311-010
Enc.

*Providing Wisconsin with over
45 Years of Professional Service*

SUBJECT PHOTOGRAPH



PROJECT OVERVIEW MAP

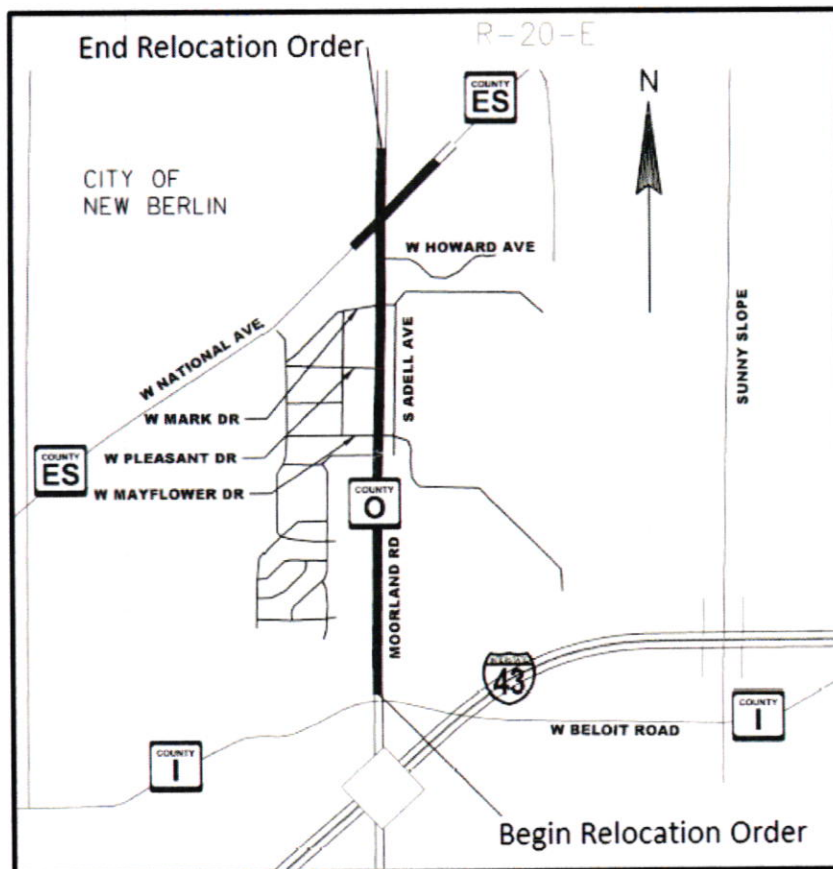


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Summary Of Salient Facts & Conclusions

General Information

Property Owner:	City of New Berlin Pump House/Land
Property Address:	Vacant Land on S Moorland Road, New Berlin, WI 53151
Owner's Address:	3805 S Casper Dr, New Berlin WI 53151
Owner's Contact:	Tammy Simonson (262-786-8610 or tsimonson@newberlin.org)
Lot Size:	0.443-acre (net area)
Present Use:	Vacant Lot zoned for Single-Family Residential
Zoning:	R-5: Medium Density SF Residential
Highest & Best Use – Before:	Single-Family Residential
Highest & Best Use – After:	Single-Family Residential

Area & Interests To Be Acquired

Acquiring Agency:	Waukesha County Dept. of Public Works
Parcel Number of Subject:	Parcel No. 71
Project ID:	2722-07-22
Fee Acquisition:	0.044-acre being acquired
Temporary Limited Easement	None being acquired
Permanent Limited Easement:	None being acquired
Access Rights:	None being acquired
Existing Right of Way (R/W):	None present / None being acquired
Improvements:	None being acquired
Landscaping:	None being acquired

Conclusions

Before Value:	\$86,400
After Value:	<u>\$77,800</u>
Loss in Market Value:	\$8,600
Total Loss or Damages:	\$8,600
Total Compensation (Damages):	\$8,600 (Rounded)

* Note *: In determining compensation, the appraisers have considered all compensable items allowed under Wisconsin Statute Chapter 32.09(6)(a-g). Also, the appraisers have not included any items located within the existing street right of way as such items are non-compensable. The value reported is based on clear title of the real property (land and improvements). Also, as this is an appraisal of real property (real estate) no consideration was given to personal property, business value, or intangible items that may, or may not, be affected.

Certificate Of The Appraisal

- To the best of my knowledge and belief, the statements contained in the appraisal report are true and the information upon which the opinions expressed herein are based are correct, subject to the limiting conditions herein set forth.
- This appraisal has been made in conformity with appropriate Wisconsin statutes, regulations, policies, and procedures applicable to the appraisal of right of way. To the best of my knowledge, no portion of the value assigned to this property consists of items that are non-compensable under Wisconsin laws.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the subject of this report or to the parties involved with this assignment.
- Neither my compensation nor my employment is contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- Any decrease or increase in the market value of the real property prior to the date of valuation caused by the public improvement for which this property is to be acquired, or by the likelihood that this property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining compensation for this property.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the "Relocation Assistance and Real Property Acquisition Policy Act of 1970" and is intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP) by use of the Supplemental Standards Rule and the Jurisdictional Exception Rule of USPAP, where applicable.
- I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the acquiring agency or the Federal Highway Administration and I will not do so until authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- I have not considered or included in this appraisal any relocation assistance benefits.
- No one provided significant real property appraisal assistance in the making of this report, other than those signing this certification.

On May 26, 2022, I invited the owner's agent, Tammy Simonson of the City of New Berlin, in writing and attempted via phone (262-786-8610) to accompany me on an inspection of the property. My invitation was declined as the owner's agent did not respond. I had the opportunity to view the exterior of the property on several occasions during the past several weeks. These inspections were made without the owner's agent being present. The initial inspection was made on June 1, 2022 with the final inspection being June 3, 2022. I have made a personal inspection of the property as well as made a field inspection of and verified the sales relied upon in making this appraisal. The subject and sales relied upon in making this appraisal are as represented in this appraisal. It is my opinion that as of June 3, 2022, the total amount of compensation due to the owner for property and property rights acquired herein described is Eight Thousand Six Hundred Dollars (\$8,600).

June 7, 2022



Gene A. Bock, SRA, ASA, CRA

Senior Appraiser, Southern Wisconsin Appraisal

Wisconsin Certified General Appraiser No. 311-010

Narrative Appraisal Report

Identification of the Subject Property

Property Address: Vacant Land on S Moorland Road, New Berlin WI 53151
Property Owner: City of New Berlin Pump House/Land
Owner Address: 3805 S Casper Drive, New Berlin WI 53151
Tax Parcel Number(s): NBC 1242-014 & 1242-014-001
Property Description: A 0.443-acre vacant lot zoned for single-family use.

Subject's Five (5) Year Sales History

Doc. No.	Grantor	Grantee	Sales Date	Sales Price
	No Sale	In Past	5-Yrs	

To the best of the appraiser's knowledge, the subject has not sold, nor has it been offered for sale in the past five years. The appraiser has no knowledge of the subject property currently being under contract to sell or be transferred to another.

Summary of Area and Interest Being Acquired

LAND	0.044-acre being acquired	Fee Acquisition
	None being acquired	Permanent Easement
	None being acquired	Temporary Easement
	None being acquired	Existing Right of Way (No Value)
IMPROVEMENTS	None being acquired	
LANDSCAPING	None being acquired	
OTHER	None being acquired	
The subject is Parcel No. 71 of Project Plat No. 2722-07-22, Plat Sheet 4.09, approved by Waukesha County on February 20, 2022. A copy of this plat sheet can be found in the addendum of this report. Note: As per Wisconsin Statutes no compensation can or was given for the existing right of way or items within the existing right of way. Any items located within the existing right of way can and should be removed at owner's expense.		

Acquiring Agency: Waukesha County Dept. of Public Works (County)
Date of Final Inspection: June 3, 2022
Date of Value: June 3, 2022
Date of Report: June 7, 2022
Estimated Compensation: \$8,600

Project Description

Waukesha County (project sponsor) in cooperation with the Wisconsin Department of Transportation (WisDOT), is proposing the rehabilitation of Moorland Road (County O) from Beloit Road (County I) to National Avenue (County ES) in the City of New Berlin, Wisconsin. This project is federally (80%) and locally (20%) funded. Construction of the project is currently scheduled to start in the Spring of 2023 and be completed by the conclusion of Summer 2024.

Currently, this section of Moorland Road is an urban principal arterial with a posted speed limit of 40 mph. Daily traffic volumes on Moorland Road range from 28,900 vehicles per day to 31,600 vehicles per day with higher traffic volumes on the south end of the project. National Avenue daily traffic volumes range from 14,600 vehicles per day to 15,700 vehicles per day. Moorland Road and National Avenue are on the National Highway System (NHS). The NHS highways are critical to the nation's economy, defense, and mobility providing a primary network for movement of goods and services through the nation. The NHS supplements the national interstate system.

From the south project limits just north of Beloit Road to the Target/Froedtert Medical Center driveway, Moorland Road has three travel lanes in each direction including two 11-foot-wide lanes and a 14-foot-wide lane. Moorland Road consists of two 12-foot-wide travel lanes and a 10-foot-wide parking or auxiliary lane in each direction from the Target/Froedtert Medical Center driveway to the north project limits near Churchview Drive. Within the project limits, National Avenue has two 12-foot-wide travel lanes and a 10-foot-wide parking/auxiliary lane in each direction. There are currently no bicycle lanes or bicycle accommodations on Moorland Road. The existing 10-foot-wide parking/auxiliary lanes is not wide enough to be considered a bicycle accommodation. Sidewalks are present on both sides of Moorland Road between Beloit Road and the Target/Froedtert Medical Center driveway and between Howard Avenue and the north project limits near Churchview Drive. Land use adjacent to this section of Moorland Road is primarily residential with commercial centers at the north and south ends of the project at the Moorland Road/Beloit Road and Moorland Road/National Avenue intersections. The existing right of way varies from 110 to 170 feet on Moorland Road and from 110 to 145 feet on National Avenue.

Moorland Road consists of concrete pavement constructed in the late 1970s. The pavement on this section of Moorland Road was last rehabilitated in 2006. That project included patching, a dowel bar retrofit, and a continuous diamond grinding of the pavement. Currently, the pavement is in poor condition with substantial deterioration of the joints, cracked slabs, and numerous patches that create a rough driving surface. With initial construction in the late 1970s and the most recent rehabilitation completed in 2006, this section of Moorland Road is nearing the end of its service life.

The addition of sidewalk along one or both sides of Moorland Road where it does not currently exist was considered as part of this project. Due to a lack of support by the City of New Berlin, a decision was made to not add new sidewalk along the project corridor except where there is a gap between existing sidewalk on the east side of Moorland Road between National Avenue and Howard Avenue.

Construction is scheduled for Spring of 2023 with minor work in Summer of 2024. CTH O will be open throughout the construction project with 1-lane of traffic in each direction. Access to residences and commercial properties along the project corridor will be maintained during the project construction.

The proposed project is considered an improvement for the area and a general benefit for all area property owners and residents. This work and project will not be a specific benefit to any one property or property owner. The cost of this project is to be shared between the federal government and Waukesha County.

General Information

Property Rights Appraised: The basis of property rights being appraised as well as the basis of the rights being acquired are the fee simple interest of the subject property. The fee simple estate as presented in the Fifteenth Edition of The Appraisal of Real Estate as published by the Appraisal Institute is defined as:

A fee simple estate implies absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The subject has been appraised under the assumption that its title is free and clear of all liens encroachments or cloud-on-title. All legal restrictions to and on the property will be taken into consideration as to how they influence the use of the property in the determination of its market value. It further assumes that the property is not tenant occupied. If tenant occupied, no consideration was offered for any tenant rights that may or may not exist. Should there be a business or going-concern within the boundary of the subject property, this report does not consider, nor does it value any going-concern that may be present.

The Fifteenth Edition of The Appraisal of Real Estate identifies a going-concern value as "the value created by a proven property operation. It includes the incremental value associated with the business concern, which is distinct from the value of the real estate only. Going-concern value includes an intangible enhancement of the value of an operating business enterprise which is produced by the assemblage of the land, building, labor, equipment, and marketing operation. This process leads to an economically viable business that is expected to continue. Going-concern value refers to the total value of a property, including both real property and intangible personal property attributed to business value." As this is an appraisal of real estate only, no consideration was given to any personal property or going concern. Again, should there be a business or going-concern within the boundary of the subject property, this report does not consider, nor does it value any going-concern that may be present.

Scope of the Appraisal: This appraisal has been prepared to offer an estimate of the loss in market value that may occur to the subject property because of a planned roadway improvement project and acquisition for the rehabilitation of Moorland Road. This project involves the rehabilitation of the existing Moorland Road and replacing it with a new and modern road surface. This is being done to improve traffic safety as well as to improve traffic flow in this area. This appraiser has been asked to provide an independent analysis of the likely loss in market value (damage) that may occur to the subject property known as Vacant Land on S Moorland Road, in the City of New Berlin, Waukesha County, Wisconsin. The appraiser has been requested to follow both State and Federal guidelines in his determination of the likely loss in market value to the subject property. Federal Rules require that loss and damages be determined by the difference in the value of the property both before and after the project has been completed. The State Rule also determines loss as the value of the part taken (part acquired). State policy considers the loss in value to be whichever is greater, the loss calculated by the Federal Rule or the State Rule.

The appraiser has considered and utilized both the State and Federal Rules in estimating the subject's likely loss resulting from the proposed acquisition. Both the value of the part taken (State Rule) and the before & after analysis (Federal Rule) have been included within this report.

This appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation. This appraisal was completed under the Uniform Standards of Professional Appraisal Practice (USPAP) definition of "credible." "Credible," as defined by USPAP 2016-2017 Edition, Page U-2, is defined as "*worthy of belief*." Credible assignment results require support, by relevant evidence and logic, to the degree necessary for the intended use. An appraisal report contains outline descriptions of the data, reasoning, and analyses used to arrive at the value conclusion. It presents summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the opinion of value. Some supporting documentation may not be included within this report. However, supporting documentation that is not provided within the report concerning the data, reasoning, and analyses has been retained in the appraisal work-file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

The scope of this assignment also includes an investigation of the market area to discover factors affecting property value, a search of the market area for sales of comparable property, an analysis and determination of the highest and best use of the subject, an inspection of the subject to determine the physical characteristics of the area to be acquired and any improvements that are being acquired or affected. It also requires the appraiser to review and investigate legal restrictions such as zoning laws, existing easements, as well as other possible limitations placed on the subject. To provide for a credible assignment result, as required by the Uniform Standards of Professional Appraisal Practice (USPAP), all restrictions set by law, zoning, and/or restrictions set by existing easements that restrict or influence the subject's use have been considered in the valuation of the subject.

The appraiser has been requested that this appraisal be made in conformity with appropriate Wisconsin statutes, regulations, policies, and procedures applicable to the appraisal real estate to be purchased for public use. Also, to fulfill the USPAP requirement of providing credible assignment results, and as required by WisDOT appraisal standards and guidelines, the appraiser has not included, nor has the knowledge that any portion of the value assigned to the subject property nor any portion of the appraiser's estimated loss in value, or damages, include items that are non-compensable under Wisconsin laws and guidelines. Compensation should be based on items, buildings, improvements, or land that is taken by acquisition. Non-compensable items are often considered as changes that are created by the municipalities "duly authorized exercise of its police powers."¹ The appraiser must recognize that his analysis, especially if relying fully on the before and after analysis may, and often does, include non-compensable damage items. Wisconsin DOT standards and guidelines instruct that the appraiser's final damages calculation can only include compensable damages and cannot include any non-compensable damage components. While state policy requires that compensation to owners be "just," there are numerous items for which a property owner cannot be legally compensated. As stated in the WisDOT Real Estate Program Manual (REPM) updated March 2020, identifies a few common examples of non-compensable items that include: "sentimental value, loss of anticipated future profits, inconvenience, changes in traffic direction or density, and circuitry of travel where reasonable access is maintained" Other non-compensable damages that cannot be considered by the appraiser are changes or

¹ *State Statutes Section 32.09(6)*

items reflecting the municipalities use of its police powers. The use of police powers is non-compensable and should not be considered by the appraiser nor included within the appraiser's analysis or damages.

The appraiser also examined and viewed the survey stakes/markings that were placed by the acquiring agency's survey crew. These markings were set to mark or outline the area of the proposed acquisition. The appraiser also reviewed page 4.09 of the proposed project plat, viewed the title work, the schedule of lands and interest required, the preliminary construction plans, the project description and other data provided by the project engineers and the acquiring agency. The size of the subject lot was supplied by the acquiring agency and verified with assessor's records as well as with public records. It is assumed to be correct. The size of the proposed acquisition was provided by the acquiring agency and is also assumed to be correct. As the appraiser is not a surveyor or engineer, neither was independently confirmed by the appraiser.

The appraiser contacted the local assessor for basic information about the subject and relied on a county plat map to identify the subject before the acquisition. He also investigated sales and uses of improved sites and of vacant land in the area. These investigations included, but were not limited to, the local MLS service, county records, state assessment records, interviews with sellers and buyers of land, review of rental data, and public information obtained from the county courthouse, newspapers, as well as several governmental websites. The appraiser made a curbside inspection of each of the comparable parcels used in this report. The appraiser primarily used the land's unit value (value per acre) and the "Part of the Whole" as the primary valuation method to value the real estate in the proposed acquisition. The value estimate derived is based on the information outlined in this report and on sales activity in the area.

As is typical for appraisals of this type, the appraiser placed greatest emphasis on that portion of the subject that is being affected by the proposed acquisition and how the acquisition influences the property's use and value. In doing so, a cursory viewing of the total property was made. The subject property is a vacant residential parcel that is zoned to allow for residential use. As stated earlier, the subject parcel is a vacant tract of land and does not contain any buildings. The appraiser did view the property but placed most emphasis on viewing the portion of the subject that is to be directly affected by the proposed acquisition. The appraiser may have not viewed the full and total tract. As such, this appraisal is slightly limited in its scope and work undertaken by the appraiser. As the main portion of the subject tract is not to be damaged or affected by the proposed acquisition, the lack of a full and complete viewing of the property does not diminish the reliability of the appraiser's findings.

As requested by the acquiring agency, this Abbreviated Standard Appraisal Report is presented as a summary of the appraiser's findings. This format may be more concise than other report formats but is considered appropriate considering the minor nature of the proposed acquisition. Because the owner and acquiring agency each are familiar with the subject and because the acquisition will not significantly affect the property, a complete description of the property has *not been* included. Also, as directed by the acquiring agency, the summaries of the appraiser's data presented may be more concise than typical.

The appraiser would also note that as this appraisal assignment falls under the guidelines of an eminent domain appraisal, the appraiser's scope of work is also influenced by federal and state statutes, codes and judicial precedent related to the acquisition of private real estate for a public purpose. State and Federal guidelines, as well as state law (Section 32.09 Wisconsin Statutes) states that the appraiser cannot consider any increase or decrease in the subject's fair market value that is caused by the likelihood of the public

improvement project for which the subject's real property is being acquired, is completed and may influence market conditions and/or area values. As such, the appraiser must value the subject property without any knowledge of the proposed highway improvement project or the likely influences that may be created by the introduction of this project upon the subject property or upon the subject's market value. The appraiser cannot take into consideration any influence that the proposed project may create other than direct damages or losses to the property resulting from the acquisition of lands or property rights. This universal rule is known as the "Project Influence Rule" and must be strictly followed during any eminent domain appraisal assignment to obtain reliable results. The appraiser took careful steps within this appraisal not to consider any positive or negative influences on the subject that may be due to the proposed municipal improvement project prior to work commencing.

Coronavirus Pandemic: In February 2020, the United States and much of the World became aware of a deadly viral infection that had claimed thousands of lives in central China. This virus has been identified as the 2019 Coronavirus (now known as COVID-19). It produces a respiratory illness that most people recover from without special treatment; however, it has been found to be highly contagious and deadly to many people, especially those with underlying medical conditions. In just a few short weeks of its initial spread, the World Health Organization announced the COVID-19 outbreak as a worldwide pandemic. The United States was not immune, nor protected, from this deadly disease. In early March, President Trump announced "Stay at Home" guidelines to encourage citizens to remain home and to avoid public contact and transmission of the disease. Similar "stay at home orders" were issued by governors across the country. In April 2020, the national unemployment rate jumped from 4.4% to 14.7% with Wisconsin jumping from 3.1% to 13.6%, due mainly to the impact of COVID-19, stay-at home orders, and the closure of many businesses. Unemployment numbers have improved since the start of the COVID-19 pandemic, and the numbers from October 2020 show that with 6.9% nationally and 5.7% in Wisconsin. As of the writing of this report, the Coronavirus continues to create an unprecedented disruption in the worldwide and U.S. economy. It did have an immediate negative impact on the national and local economy as well as many area Real Estate sectors. Many believe that this negative impact, although likely to improve, may recover swiftly once the vaccine for the Coronavirus is distributed to the masses. Early 2021 three predominant and very effective vaccines became available to US citizens. It appears that employment and the economy have begun to rebound in the United States, and that once the vaccines are widely distributed and governmental restrictions lifted, and employment/economy can return to normality. Currently, there has not been a noticeable decline in the local real estate market, but again, time has not yet allowed sufficient data to identify the effects of this unprecedented local and national situation. Considering the strengths of the local economy and the area's real estate market, it appears that any slowing or declines have swiftly corrected and appear to have only been short term.

Intended Use of the Appraisal: The purpose of this appraisal is to assist Waukesha County and WisDOT in estimating the amount of compensation due the owner for the acquisition of real property and property rights as indicated above in accordance with the provisions of Section 32.09 Wisconsin Statutes, which states that compensation shall be based on fair market value. The appraisal is intended for use by employees and/or agents of the Waukesha County Dept. of Public Works (County) in negotiations and subsequent acquisition of the real estate specifically identified in this report.

The County and WisDOT are the intended users of this appraisal report. Also, under state law, the property owner will be given a copy of this appraisal report. The owner is cautioned to read the report in its entirety. Although the owner will receive a copy of the report, the owner is not considered an intended user of the report and should address any questions or concerns to the acquiring agency's

negotiation agent. The possession of a copy of the report does not confer client or intended user status upon the holder, and no use other than that described above is authorized by the appraiser. As an example, this report is not intended to be used for mortgage financing nor to secure a loan.

Classification of Appraisal Report Type: The Uniform Standards of Professional Appraisal Practice defines two distinct appraisal-reporting formats. These vary as to their level of detail. The current appraisal analysis is presented as a Narrative Appraisal Report. It is considered by USPAP to be an appraisal report suitable for multiple readers. The acquiring agency, as well as the Federal Highway Administration, considers this appraisal report to be an Abbreviated Standard Appraisal Report. In this format, all significant data is reported in tabular or abbreviated narrative format. As both the property owner and the acquiring agency are both familiar with the subject property, this appraisal format appears to be well suited for use in the instant case.

Fair Market Value: State and federal guidelines indicate that the estimate of damages to the subject property be based on the subject's market value as of the date of value. It also considered the subject to be valued in its current or "as is" condition and features. As such, market values considered the fee simple title of the property and all restrictions placed on it. Market Value is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994; Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Sixth Edition, (Chicago, 2010) Page 75.

Because this is an eminent domain appraisal made under the jurisdictional exception to USPAP, the above definition is also influenced by federal and state statutes. As stated in the Scope of the Appraisal, the valuation of the subject is dependent on the "Project Influence Rule." Because this appraisal falls under the guidelines of an eminent domain appraisal made under the jurisdictional exception to USPAP, the above definition is also influenced by federal and state statutes, codes and judicial precedent related to the acquisition of private real estate for a public purpose. As such, the market value definition is amended per the provisions of these laws that stipulate that "any increase or decrease in fair market value of real property prior to the date of evaluation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than physical deterioration within reasonable control of the property owner, may not be taken into account in determining just compensation for the property." The appraiser must value the subject property, in its

before condition, without any knowledge of the proposed municipal improvement project. The appraiser cannot take into consideration any positive or negative influence that the proposed intersection project may have on the subject's before value (before project value). Similar restrictions take precedence in the determination of the after value, such as the appraiser cannot consider items or actions that are non-compensable.

Jurisdictional Exception: This appraisal has been made in compliance with the policies and procedures of the Federal Highway Administration, the Wisconsin Department of Transportation (WisDOT), the Uniform Relocation and Real Property Acquisitions Policies Act of 1970, as amended; 49 Code of Federal Regulations (CFR) Part 24.103 and Wisconsin Statute 32.09. The appraisal was also completed under the jurisdictional exception rule of the Uniform Standards of Professional Appraisal Practice (USPAP). As requested by WisDOT, this appraisal has been transmitted as an Abbreviated Standard appraisal report. This format has been approved by and follows the guidelines set by Federal Highway Administration and the Wisconsin Department of Transportation.

Under the Jurisdictional Exception rule of USPAP, and as required under Wisconsin Statute 32.09(5)(b), the definition of market value has been modified to include the fact that "any increase or decrease in fair market value of real property prior to the date of evaluation caused by the public improvement for which the property is acquired, or *by the likelihood that the property would be acquired for such improvement*, other than physical deterioration within the reasonable control of the property owner, *may not be taken into account* in determining just compensation for the property." In doing so, this will not diminish the owner's estimated compensation and may, indeed, slightly increase it.

Also, to meet the requirements of Chapter 32 of State Statutes, the subject's before and after condition and valuations are based on the hypothetical condition that the start and end date of project construction are indistinguishable and impossible to tell apart.

Exposure Time: The concept of market value assumes the hypothetical sale of a property given reasonable exposure on the market. Further, the exposure time is presumed to precede the effective date of the appraisal. Exposure time is defined in Uniform Standards of Professional Appraisal Practice ("USPAP") Statement on "Reasonable Exposure Time in Market Value Estimates" (Appraisal Standards No. 6) as:

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. The best estimate of exposure time is a function of price, time, use, and current market conditions for the cost and availability of funds. This is seen as an integral part of the appraisal process and the estimate of market value.

In estimating the length of time the property would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of this appraisal, the appraiser considers information gathered on comparable sales and historical and current market conditions. As it can be seen from many of the sales used in this report, as well as other sales from within the area, the area's market has been slow with extended marketing times. These times vary greatly during the past

several years and a property often remains on the market for one to two years before selling. However, recently the market has been improving. Marketing times have declined, and sales activity has been improving since early 2015. The market is expected to continue to improve and with this continued improvement, marketing times will decline. The market value conclusion of the subject property is based upon a market exposure time of 30-days to 150-days, or less, assuming a reasonable and diligent effort has been made to market the property at the indicated market value. It also assumes that the market will continue improving and that no major changes in the economy will occur that would affect the market exposure time negatively.

The appraiser has based this rationale primarily upon sales from within the market area as well as those stated within this report. Although the comparable sales provided in this report were considered in determining the subject's marketing time, they were not the only market activity analyzed. The appraiser also reviewed real estate investment publications, local newspaper articles, reviewed sales marketing times posted by the local MLS system, as well as interviewed typical buyers, sellers, and private investors in the subject's general marketplace. After analyzing these factors, it is the appraiser's opinion that the subject's value conclusion, as stated in this report, is based on a market exposure time of 30-days to 150-days, or less. This amount of time is considered a reasonable interval to prudently market the subject property, accept a reasonable offer after negotiations, and proceed toward the sale, which may include other normal contingencies typical in most offers.

Extraordinary Assumptions: In forming this opinion of value it was necessary to make assumptions that can neither be proven nor disproved with information currently available to the appraiser. Such suppositions are allowed under USPAP providing they are clearly labeled as extraordinary assumptions. According to the Uniform Standards of Professional Appraisal Practice 2016/2017 Edition, "*an extraordinary assumption is an assumption, directly related to a special assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions*".

The client may wish to consult the appropriate experts to confirm these assumptions as the value estimates could be adversely affected if one or more is in error. For example, should the site be found to be contaminated or contain soil contaminants, the value of the property would likely be adversely affected.

The major extraordinary assumptions made in this appraisal include:

- (1) The appraiser is aware of no soil absorption, contamination, or bearing tests made on the subject lot. It is assumed that the site has no adverse soil conditions or contaminants that would adversely influence the marketability and value of the property. The property is assumed to have no atypical or adverse environmental soil conditions.
- (2) It is assumed that the parcel has no atypical environmental contamination and that the soils and configuration can support one home site for single-family use.
- (3) The subject contains two separate yet adjacent tax parcels that are under similar, if not the same, owner. It is assumed that they share unity of ownership as well as unity of use.
- (4) A brief review of area land sales would suggest that there has not been any, or only modest, changes in the area's real estate market during the first six months after the introduction of Coronavirus into the subject area (March 11, 2020). Prior to March 2020, the area's real estate market had been active with short marketing times and appreciating values. However, market

conditions have deteriorated since March 2020. As significant data is not yet available to determine the precise impact of Covid-19 on the area's real estate market, this appraisal has been completed under the assumption that the local market has stabilized and has not experienced any decline and that the market has continued, and is expected to maintain, its strong market conditions and appreciating values.

- (5) The acquiring agency did supply the subject's current lot size to the appraiser. The size of the subject lot was verified with the local assessor's office as well as public sources. The acquiring agency has indicated that the subject lot contains 0.443-acre (excluding any existing road right of way). This size appears accurate and is considered correct. The lot size of 0.443-acre (19,297-sq ft) is assumed to be the true and correct net size of the subject lot.
- (6) The subject is located within Regal Manors Subdivision. The subdivision plat for Regal Manors indicates that there is a 30-foot Road Reservation that forms the subject's rear (western) lot line. However, county officials have indicated that the actual rear lot line of the subject site lies 30-feet west of this reservation, very near the existing curbing of Moorland Road. It is assumed that the subject rear (Moorland Road) lot line lies 30-feet west of the reservation line indicated on the Regal manors Subdivision plat and as shown on the County's acquisition plat.
- (7) At the time of this appraisal, the rehabilitation work of Moorland Road (CTH O), as well as the associated intersections along this highway, is expected to take roughly 17-months to complete. Currently the County is considering a project construction date that is to start early Spring 2023, say April 1, 2023 and is to be finished by end of Summer 2024, say August 31, 2024. Actual construction is estimated to take 17-months or less. For this appraisal, the actual term of construction is assumed to be 17-months.

Again, it should be noted that the extraordinary assumptions are used to clarify information that was unclear or unknown at the time of the completion of this report. Should any of these assumptions later be found to be inaccurate, the concluded estimate of the subject's market value and/or the appraiser's estimate of damages (loss) could possibly change. The appraiser reserves the right to review and modify this report should any of the extraordinary assumptions offered above be found to be in error. Errors could result in an increased valuation or possibly reduce the estimated damage amount. It is unlikely that any changes would result in a significant change or influence in the conclusions reported in this appraisal.

Hypothetical Conditions: In forming an opinion of value it is sometimes necessary to complete an appraisal assignment under an assumption that is known to be erroneous. Such suppositions are allowed under USPAP providing they are clearly labeled and are needed for the purpose of analysis or required for legal purposes.

As defined by the Appraisal Institute hypothetical conditions are:

"That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic

characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”²

As hypothetical conditions often lead to misunderstandings or mislead the reader, they are seldom considered to be applicable. However, to follow State and Federal Guidelines the appraiser must consider the subject’s “after condition” under the hypothetical condition that the proposed project has been completed. In addition, State and Federal Guidelines (49 CFR Part 241.03(b)) further requires the appraiser to disregard any decrease or increase in the market value of the property that has been caused directly by the project prior to the date of value. In following this directive, this appraisal uses the hypothetical condition (in the “before condition”) that the proposed public improvements do not exist, and have not been proposed, and have not yet been started. The proposed public improvement project is a condition external to the subject property, and as the before value does not recognize the existence of this proposed project, contrary to known fact, this hypothetical condition is required. The use of this hypothetical condition may have a positive influence on the appraisal results and likely increase the appraiser’s estimate of damages.

In accordance with Wisconsin Statute 32.09, the subject is appraised in the “after condition” under the hypothetical condition that construction for the proposed public project is complete as of the effective date of this appraisal. As the highway construction, has obviously not yet begun, the appraiser needs to make the hypothetical condition to value the property in its after condition under the assumption that the roadwork has been completed. The use of this hypothetical condition may have also influenced the appraiser’s results and most likely has increased the appraiser’s estimate of damages.

State Statute requires that the subject’s before and after values to be based on the hypothetical condition that the start and end date of project (construction) are simultaneous, indistinguishable, and impossible to tell apart. This hypothetical condition is the bases of the Before & After Valuation (Federal Rule) and is required to be followed by the appraiser.

Also, as required by state law and federal guidelines, the appraiser has not considered any changes or items that are non-compensable. Although some non-compensable items and/or changes may reflect a change in value, state law (Section 32.09 Wisconsin Statutes) prohibits the appraiser from considering such changes in his analysis and appraisal. Therefore, non-compensable changes or non-compensable items acquired are assumed to be of no value as a hypothetical condition of this report.

Subject Property Analysis

Whole or Larger Parcel – The concept of *larger parcel* or *whole parcel* is an analytical principle unique to eminent domain valuation and is an essential step in determining the property to be appraised and therefore, essential to the determination of damages.

The “larger parcel” is defined in the Dictionary of Real Estate Appraisal Third Edition as follows:

² Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute), 2010. (USPAP, 2010-2011 ed.)

In Condemnation, that tract or tracts of land which are under the beneficial control of a single individual, or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.

The Uniform Appraisal Standards for Federal Land Acquisitions indicated the following about the larger parcel:

It should be noted, however, that since unity of use is one of the elements for an integrated unit, it would not necessarily follow that a continuous body of land in the same ownership constitutes a unit for valuation if the highest and best use for various parts are different. Failure to value the property as an integrated unit should, however, always be explained and supported.

In determining the larger parcel to be appraised, the appraiser must consider three main factors in his analysis. These primary factors are as follows:

Unity of Title: This is generally referred to as the equal legal control over the ownership and future use of the lands or tracts in question.

Contiguous Location (Unity of Location): In general, separate parcels or tracts can be considered as parts of the larger parcel if they are neighboring parcels and only reasonably physically separated so that they are or can be used as one.

Unity of Use: Unity of use typically is not restricted to parcels that are not reasonably separated. The appraiser must determine if it is reasonably probable that separated parcels or tracts would sell as one integrated single entity even when reasonably separated. When it can be shown that parcels would be sold separately as individual tracts and not as one larger parcel then each parcel should be considered as a separate larger parcel.

The local assessor's office has indicated that the subject parcel consists of two separate and adjacent tax parcels (NBC 1242-014 & 1242-014-001). The subject is a vacant parcel that appears to be under one use and suitable for use as one home site. As stated earlier, it is assumed that these two tax parcels share unity of ownership as well as unity of use. As they have a common lot line, they share unity of location.

As such, it appears that the subject lands that are the subject property, or the whole or larger parcel appraised, is the 0.443-acre vacant parcel located on the east side of S Moorland Road, in the City of New Berlin, Waukesha County, Wisconsin. Therefore, the subject parcel is assumed to be one parcel that contains 0.443-acre or roughly 19,297-sq ft. There are several plat maps and aerial photographs located within the addendum that depict the subject's whole or larger parcel (subject property). For simplicity, it will be referred to in this report as the subject property.

Subject Identification: The whole or larger parcel being appraised (subject property) has been identified by a legal description. A copy of this legal description can be found in the addenda of this report. It identifies the subject property before the acquisition (Before Condition). This legal was provided by the County and is presumed to be correct. The subject is also known as, and identified as, the vacant triangular shaped lot of 0.443-acre on the east side of S Moorland Road, south of National Avenue in the City of New Berlin, Waukesha County, Wisconsin. The subject is further identified as the

City of New Berlin tax key number NBC 1242-014 & 1242-014-001 as well as Parcel No. 71 of the Waukesha County Dept. of Public Works project plat number 2722-07-22.

Subject's Assessment Data: The subject property is identified by the City of New Berlin as tax key number NBC 1242-014 & 1242-014-001. As the subject is owned by the City of new Berlin, it is not assessed nor is it taxed.

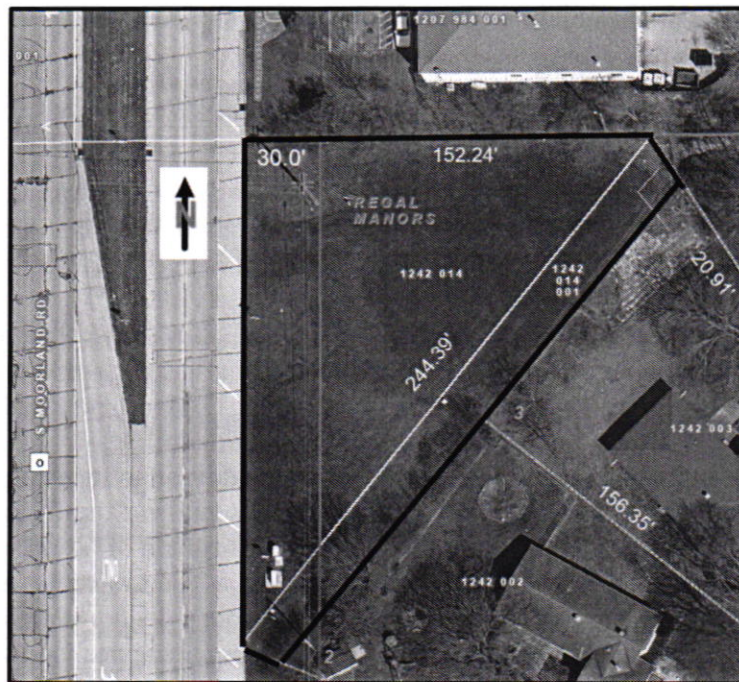
Subject Property Analysis: The subject property is a good-sized vacant residential lot that is located on the eastern side of Moorland Road (CTH O), just north of Mark Drive and a short distance south of National Avenue in the City of New Berlin. The subject is in an established suburban subdivision known as Regal Manors. Regal Manors was developed in the early 1970s. Most lots in this development are small sized lots less than 0.40-acre. The subject lot is slightly larger than most area lots and is triangular in its shape. Its shape is uncommon and will detract from the appeal and value of the property. The lot is reported to have roughly 185-feet of road frontage along S Moorland Road, and 182.24-feet of overall depth along its northern lot line. The lot is reported to contain 19,297-sq ft or 0.443-acre, excluding any lands that may be in the existing road right-of-way. In addition to its uncommon shape, the subject's location along Moorland Road, a busy four-laned county highway, will detract from its appeal and value. The lot lies mostly level and sits slightly above the grade of Moorland Road. Surface drainage appears to be from west to east, toward the rear of the lot. The subject lot is well suited for single family use as it has no wetlands, no floodplain areas, and no woods. Its northern lot line abuts commercial uses, and these inharmonious uses will also detract slightly from its appeal and value.

As is typical for this area, the subject parcel does have sanitary sewer and municipal water. Both municipal utilities are available to service the subject's improvements once built upon. As the subject is a vacant lot it does not have an established point of access (driveway). Access is commonly established at the time the property is built upon.

From just north of Beloit Road to the Target/Froedtert Medical Center driveways, Moorland Road has three travel lanes in each direction including two 11-foot-wide lanes and a 14-foot-wide lane. North of the Target/Froedtert Medical Center driveway to Churchview Drive the road consists of two 12-foot-wide travel lanes and a 10-foot-wide parking/auxiliary lane in each direction. From Churchview Drive to National Avenue, Moorland Road has two 12-foot-wide travel lanes and a 10-foot-wide parking/auxiliary lane in each direction. At the location of the subject, Moorland Road is a four-lane busy arterial highway with grass median. It carries an average daily traffic count of 28,900 vehicles per day to 31,600 vehicles per day with higher traffic volumes on the south end near the Target/Froedtert Medical Center driveways. Traffic volumes are anticipated to increase, along with the expected increase in population of the City of New Berlin and surrounding area. The subject's location along this busy arterial street may detract slightly from its appeal and value.

Following is an aerial/sketch obtained from the Waukesha County GIS website that shows the general configuration of the subject lot as well as the location of its lot lines. Please note that this sketch is not to scale and that lot line locations are approximate. Additional photos of the subject and maps showing the site can be found in the addendum section of this report.

Aerial/Sketch – Before the Acquisition



This sketch is not to scale and shows approximate lot line locations. Note: The total depth of the subject lot includes the 30-foot road reservation indication on the Regal Manors subdivision plat.

Zoning: As indicated earlier, the subject property is located within the City of New Berlin. The City of New Berlin maintains and administers its own zoning code to promote the wellbeing of area residences and to assure controlled and uniform growth. This code has been updated and revised several times since its inception. The appraiser was informed that the subject is located within the R-5: Medium Density Single-Family Residential district of the City of New Berlin.

The R-5, Medium Density Residential district is intended primarily for (single family) use in existing subdivision, at a density not to exceed 4.3-dwelling units per acre. Lots within the R-5 district are to be served by public sanitary sewer and water. Lots are to be no less than 10,000 square feet in area and to have at least 85-feet of frontage, and 110 feet of depth. Corner lots are to be 130 feet wide. Required setbacks and yard areas in the R-5 district are:

- Front Yard Setback of 40 feet on a lot with an open ditch or 30 feet when curbing has been installed,
- Side Yard Setback of 10 feet,
- Rear Yard Setback of 35 feet,
- Maximum dwelling height of 35-feet.

Homes are to have a minimum size (living area) set by zoning. The minimum living area within the R-5 district is 1,100-sq ft for single story dwelling with 2-bedrooms, and 1,500-sq ft for two story homes with two bedrooms. The minimum size increased with additional bedrooms. As example, a four-bedroom single-story home must have at least 1,400-sq ft with a two-story 4-bedroom home containing at least 1,500-sq ft. An additional 150-sq ft of living area per bedroom is required for any home over four bedrooms. All lots are to contain landscaping and the zoning code specifically prohibits clear cutting of lots within this district.

In this area, access is controlled by the police powers of Waukesha County and the City of New Berlin. All access points, (driveways, farm-lanes, or streets) are established via a permit process. Any changes to existing drives and the installation of new drives also require a permit. The number and spacing of drives as well as the limitations placed on access is completed to promote safety on area roads and highways. Again, the subject's access will likely be established once the property is built upon.

From an exterior viewing of the subject property, without a current survey, the property appears to meet the minimum requirements of its current zoning district. As such, it is a legal and conforming property to the current zoning code and is a buildable residential lot. It should be noted that the proposed acquisition will not change the legal conforming status of the subject property. The road will move slightly toward the east; however, this change will be minimal. The appraiser was informed that the lot will remain legal and conforming to zoning.

Smart Growth Plan: In 1999, Governor Thompson signed into law what has been come to be known as the "Smart Growth" legislation (Section 66.1001 of the Wisconsin Statutes). This legislation required all local governments (cities, towns, and villages) as well as Waukesha to adopt a comprehensive growth plan by January 1, 2010. This plan needed to address, direct, and enforce zoning, subdivision development and mapping ordinances. These ordinances must be consistent with the adopted comprehensive plan by January 1, 2010 and are to be directed by the comprehensive growth plan.

Per State law, the plan must contain specific information addressing nine comprehensive planning elements that are to provide planning goals to direct future development and land use changes as well encourage neighborhood designs. The law does not specifically prescribe how communities should achieve these goals, but the law does encourage agencies to create administrative rules to implement these plans. Both the County and the City of New Berlin have adopted a comprehensive land use plan. The City of New Berlin plan has been incorporated into the County plan. This plan is referred to as the 2035 Comprehensive Land Use Plan. These plans indicate that the lands to the east, west and south of the subject parcel, including the subject, are intended for urban density residential uses. This would include single-family uses commonly associated with the urban styled home sites found in this area. The subject's future use as a single-family home site, with one home, would appear to meet the guidelines of the 2035 land use plan.

It should also be noted that the City of New Berlin, nor the County, does not randomly, nor easily, consider changes to their 2035 Land Use Plan or its zoning code. As such this plan, and the subject's current zoning, is expected to remain in place and unchanged until after the close of the year 2035.

Highest & Best Use: Real estate is always valued at its Highest and Best Use, and as such, the Highest and Best Use of the subject parcel needs to be determined. In determining the subject's highest and best use the appraiser needs to take into consideration the desirability of the site's current use and whether that use should be continued. According to the Eleventh Edition of the Appraisal of Real Estate, published by the Appraisal Institute, highest and best use may be defined as:

"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."

In cases where a site has existing improvements, the highest and best use may be different from the existing use. However, the existing or interim use will continue until the property value is less than the

value of the vacant land including razing costs. When a property's highest and best use can reasonably be expected to change, in the near future, the site's current use is an interim one. The site's value would be that of the anticipated use. The anticipated use should be the most profitable among the alternatives that are legally permissible, physically possible, and economically feasible.

Implied within the definition of Highest and Best Use is the recognition that specific use to community, environment or to community development goals are considered in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, and therefore represents an opinion not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In all instances the conclusion of highest and best use must meet the following criteria:

1. Is the use physically possible on the site?
2. Is the use legally permissible or reasonably possible?
3. Is the use economically and financially feasible under existing and projected market conditions?
4. Is the use estimated to be the most profitable among the alternatives that are legally permissible, physically possible, and economically feasible?

Highest and Best Use Conclusion: Based on the appraiser's considerations of the factors listed above, it is the appraiser's opinion that the Highest and Best Use of the property is for its use as one suburban styled residential home site with one home. The lot has more than sufficient land area to support one home site and is well suited for that use. Such use is considered a legal use under the current zoning code and would appear to be physically possible considering the subject's size at 0.443-acre. As the subject is vacant, its highest and best use is for use as one residential home site (for one home). As the lot is limited in size, it cannot be split or divided further. Use as one home site is obviously physically possible and the only use legally allowed. Based upon these facts, it is the appraiser's opinion that the subject's highest and best of the property, is for single-family residential use as one home site with one home.

It should be noted that although the proposed fee acquisition will reduce the site's size by 0.044-acre, the highest and best use of the property, improved as well as if vacant, will not change because of the proposed project or acquisition.

Proposed Acquisition

Description of the Acquisition: The County did provide a complete (metes and bounds) written legal description of the proposed acquisition for the appraiser's use. The proposed acquisition is known as Parcel No. 71 on page 4.09 of the County's Project Plat No. 2722-07-22. A copy of the plat showing the proposed acquisition can be found in the addenda of this report. The appraisal is based on this information and on the appraiser's observation of survey stakes placed by agents of the acquiring agency to mark the proposed acquisition.

There will be no access rights acquired and no restrictions placed on the subject's access because of this project. No air rights are to be acquired. There will be no change in the subject's zoning or loss of its status with zoning (i.e., legal, or legal non-conforming status will be retained). There will be no severed lands created by the proposed project nor any severance damage to the owner's remaining property. There will be no fencing lost because of the proposed project and there will be no need for the owner to

install any fencing to separate the remaining property from the project area. In general, the County proposes to acquire the following rights from the subject property:

- ♦ The County proposes a **Fee Purchase** of a small and narrow strip of land that contains 0.044-acre, roughly 1,400-sq ft. This area is shown as a striped area on the acquisition plat in the addenda to this report. This area lies immediately adjacent and runs parallel to the existing right of way of Moorland Road. It is to be roughly 10-feet wide and run along the subject's full Moorland Road frontage. Title and all rights to this strip of land will be acquired by the acquiring agency and will be transferred from the owner to the County. This area is to become part of the road right of way. As the subject is a vacant lot, there are no improvements, no fencing, nor landscaping items located in this area. The proposed fee area is grass covered with common turf grasses.

Effects of the Acquisition: As a result of the proposed acquisition, the subject lot will become slightly smaller than before but will remain relatively typical for the neighborhood and for the Regal Manors Subdivision. Once the fee acquisition has been completed, the subject lot will remain triangular in its shape and will contain 0.399-acre or roughly 17,897-sq ft. Although its size will be reduced by 0.044-acre or roughly 1,400-sq ft, its utility, marketability, and appeal will not be significantly altered. The property's legal compliance with zoning will not change because of the acquisition nor will its highest and best use. As the subject is a vacant lot, no buildings, structures, fencing, or improvements will be acquired or affected. There will be no loss in market value resulting from minor changes in the location or configuration of the newly built roadway (CTH O).

There may be some small change in the grade of the affected area because of the street rehabilitation; however, because this change will be minimal, it will create no damage to the remainder. No permanent damages will result to the site because of the temporary construction that is to take place within this area. The County will re-grade and re-seed the construction area outside of the actual road surface and curbing once construction is finished as part of the project so that the area is restored.

Inspection Date: The appraiser contacted the owner by mail, and attempted via phone, inviting the owner's representative to accompany the appraiser on the inspection of the property. The owner's representative declined this invitation as she did not respond. The appraiser had the opportunity to view the exterior of the property on several occasions during the past several weeks. The final inspection of the property was on June 3, 2022, without the owner's representative being present.

Valuation Process

Estimating market value involves a systematic process in which a problem is defined, and data classified, analyzed, and interpreted. The process generally involves three traditional approaches to value. Each relates in a different way to the actions of a typical buyer. Each has its own requirements, strengths, applications, and limitations. As the subject land is the primary portion of the property that is being acquired, the primary emphasis of this appraisal has been placed on the valuation of the subject land. The three traditional approaches used in the valuation of real estate are:

- ♦ **Cost Approach** is based on the premises that a buyer will not pay more for something than it would cost to replace it with an item. This approach works well for parcels with newer buildings. It is not considered to be applicable, and should not be used, to value vacant land. As the subject is a vacant tract of land, the cost approach to value was not considered to be applicable and was not used in this appraisal.

- ◆ **Income Capitalization or Income Approach** is based on a property's ability to produce an income, (usually by leasing it to another party). In this analysis the appraiser evaluates potential income flow and capitalizes it to an estimate of present worth. It requires the collection of data to ascertain economic or market rent, vacancy rates, expenses, and capitalization rates for similar properties. This approach assumes that the subject property could easily become available for lease and/or sold to an investor. The data to be used would be obtained from actual market transactions of similar space as of the effective date valuation. This information is generally obtained from participants in the transactions, brokers, public records, or from documents pertinent to the transaction. This approach works well for multi-family structures or commercial real estate but is typically not considered to be dependable in the valuation of vacant land. As the subject is a vacant tract of land, this approach was not used.
- ◆ **Sales Comparison Approach** (also known as the market analysis) determines a property's value by comparing it with similar properties that have recently sold or those that are currently offered for sale. The sales comparison approach utilized recent comparable sales of similar facilities. This data is obtained from buyer, sellers, real estate agents, public records, data gathering services, and other appraisers. In addition, a survey of market trends was determined by discussions with real estate owners, brokers, and leasing agents active in the subject property type and marketing area. Sales are verified by both examinations of records and interviews with participants in the sale. These sales would then be compared with the subject and adjustments made for differences. Once reasonably adjusted for variance with the subject this information was utilized to reconcile a value indication from the market as of the effective date of value. This approach is typically the best indication to value vacant land (lots) as well as improved parcels with buildings (homes, garages). In this appraisal, this approach was the only approach used to value the subject as it is a vacant lot.

When multiple approaches are used, the value indicated by each of the three approaches must be correlated into a single estimate of the property's worth. A simple mathematical average is not used. Instead, the appraiser must weigh the relative strengths and weaknesses of each approach as it relates to the subject and balance each with his knowledge of the market. In this appraisal, the sales comparison approach was the only approach used and it was used to value the subject.

Valuation of Loss to Real Estate (State Rule)

As indicated earlier, the determination of the owner's compensation requires consideration be given to the following factors:

- A. The loss or damage to a property can be measured by the difference between the market value of the property before the acquisition and the market value after the acquisition has been completed.
- B. The value of the lands located within the acquisition (lands being acquired) also known as the value of the part taken.
- C. The loss in value to a property resulting from an acquisition is considered as a separate entity and is estimated by the market value of the entity if indeed, it can be sold and operated on its own.

In many instances, these values are all equal but in most, they differ. State requirements indicate that the higher value is the loss to the owner as well as the owner's compensation.

Per proper appraisal procedures, the appraiser has valued the subject (land) by comparing the subject site directly with similar vacant lots that recently sold (sales comparison analysis). This approach is used to value the part acquired as well as to establish the lot's market value in it's before and after conditions. It would also be used to value the separate entity, should that analysis apply. Because the subject is a vacant lot, the cost and income approaches have not been included within this report. The omission of the cost and income approaches does not affect the reliability of the land value estimate in this case.

Separate Entity: The appraiser has also been asked to consider evaluating the area of the proposed fee acquisition as a separate entity. However, in the appraiser's opinion, the proposed acquisition is too oddly shaped (elongated and narrow) and too small to hold utility and is not marketable as an individual parcel. Its only possible use would be in conjunction with an abutting property, primarily the subject lot. As the area of acquisition has no distinct and separate use other than to the subject, the separate entity analysis was *not* considered applicable and was *not* used.

Land Valuation (Sales Comparison Approach)

The subject lot (land) is the sole segment of the subject that is to be affected by the proposed acquisition, as such; full consideration was given to valuing the subject's site in determining the subject's loss created by the proposed acquisition. The appraiser has relied solely on the sales comparison approach in determining the market value of the subject lot. As is typical in the valuation of land, the income and cost analysis were determined not to be applicable and were not used.

Land Valuation: The appraiser utilized the sales comparison approach to value the subject lot (whole or larger parcel). To do so the appraiser identified several sales and offerings of vacant residential lots located in the City of New Berlin and the surrounding area. These comparable properties were selected from the general area of the subject and from the market from which the subject would be sold if the subject were placed on the market. The primary selection criteria considered was their suburban location, small lot size, availability of sanitary sewer, and proximity to urban amenities. Features such as amount of wetland (if any), lot configuration, and date of sale were also found to be the primary factors considered important in the market. As stated earlier, the subject is a desirable lot that is smaller than most other lots located within the New Berlin area. Sales of small sized lots were very limited, and the appraiser was forced to utilize sales of slightly differed sizes as well as some from nearby competitive areas in his analysis. It should be noted that no land sales were knowingly excluded from the analysis that would contribute to a final estimate of value different from that presented in the appraisal.

A summary description of each of the comparable sales used in this analysis follows. A more detailed description may be found in the addenda of this report.

COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Acre Size	Price/Acre
1.	225 N Beaumont Dr	08/14/2020	\$85,000	0.215	\$395,349
2.	9000 W Plainfield Ave,	01/01/2021	\$62,500	0.258	\$242,248
3.	19500 W Highland	05/01/2021	\$79,000	0.357	\$221,289
4.	Kristin Dr (Lor 3)	05/04/2021	\$85,100	0.398	\$213,819

Land Sale - 1 is the August 2020 sale of a small vacant lot located in City of Brookfield. It is in an established area with mixture of older and scattered newer homes. This lot has 75-ft of road frontage and 125-ft of depth. It is a level rectangular shaped lot of 0.215-acre. It lies level and has municipal sewer and water available. It is well suited for single-family use. It was offered for sale at \$129,900 to close an estate. It sold within 62-days at \$85,000 or \$395,349 per acre. Selling Broker reports the sale to be arm's length. The buyer purchased the lot for the construction of a new home built under speculation. The new home sold prior to completion for \$565,000.

Land Sale - 2 is the sale of a 0.258-acre lot that is in the City of Greenfield, in the northwest corner of the intersection of Plainfield Ave with S 90th Street in an established area of single-family homes. This corner lot was purchased by a builder whom latter split the lot into two lots. A new home was built on each of these two lots and marketed by the builder. This parcel is a level rectangular shaped lot that is well suited for residential use. It had 107-feet of frontage on Plainfield and 105-feet on S 90th St. It was marketed at \$80,000 and sold for \$62,500 within 37-days in Jan. 2021. This price equates to \$242,248 per acre. Selling Realtor indicated sale was arm's length.

Land Sale - 3 is the May 2021 sale of a small single-family lot of 0.357-acre in the City of New Berlin. The lot is in an established (1950's) development just east of Racine Avenue, between National Ave & I-43. It is in an area that requires private well and on-site septic. The lot was evaluated and found suitable for a mound system prior to selling. This is a level lot with 105-ft of frontage and roughly 148-ft of depth. It was split form a larger single-family lot prior to sale. It has no trees (woods), no wetlands, and no floodplain areas. It is well suited for single family use. It was offered at \$99,000 and sold for \$79,000 in May 2021. Broker reports sale to have been arm's length. This price equates to \$221,289 per acre, very similar to the unit value of several other lot sales in this area.

Land Sale - 4 is the sale of a single-family lot that is located on Kristin Drive, just south of Janesville Rd, in City of Muskego. This is one of several lots split via CSM from a larger parcel. This lot is slightly pie shaped, has city sewer and water, and is well suited for single-family use. It has 87-fet of frontage and open to the rear. The rear of the lot abuts a City owned vacant out lot that will not be built upon. This parcel; was offered for sale at \$129,900 and sold after 142-days for \$85,100 or \$213,819 per acre. A new home is to be built on this site.

The sales were then compared to the subject for differences in features and characteristics. The differences were used to establish the subject's site value. To do so, percentage adjustments have been made for differences between the sales and the subject site. These adjustments reflect the comparable properties inferiority or superiority to the subject property. Amenities or features without adjustments are essentially equal to the subject property and/or not having a measurable impact, and therefore an adjustment would not be applicable. The adjustments were made as percentage adjustments that were extracted from market. Minor differences reflect minimal adjustments with substantial adjustment being 25% or more. This analysis provides a reasonable and market supportable value estimate for the subject. The adjustments and differences found between the subject and the comparable properties used are outlined in the Sales Comparison Analysis that follows:

Direct Sales Analysis - Market Analysis

Land Sales - Summary Grid

Land Sales in Size Order

Value As of: Jun-22

Item	SUBJECT	LAND SALE NO. 1 RES 220-79 5264	LAND SALE NO. 2 RES 221-33 5265	LAND SALE NO. 3 RES 221-34 5266	LAND SALE NO. 4 RES 221-35 5267
Sale I.D.					
Street		225 N Beaumont Ave	9000 W Plainfield Ave	19500 W Highland Dr	Kristin Dr
City		Brookfield	Greenfield	New Berlin	Muskego
County		Waukesha Co.	Milwaukee Co.	Waukesha Co.	Waukesha Co.
Grantor (Seller)		Clausen Trust	A Emmons	J Jones	G Boits
Sales Price		\$85,000	\$62,500	\$79,000	\$85,100
Price/Acre		\$395,349	\$242,248	\$221,289	\$213,819
Price/Sq Ft		\$9.08	\$5.56	\$5.08	\$4.91
Price/FF		\$1,133	\$595	\$752	\$978
Time on Market		62-Days	37-Days	18-Days	154-Days
Motivation		Arms Length	Arms Length	Arms Length	Arms Length
Financing		Cash Sale	Cash Sale	Conv Mtg	Cash Sale
Market Adj.		0% \$0	0.00% \$0	0.00% \$0	0.00% \$0
Adjusted Price		\$85,000	\$62,500	\$79,000	\$85,100
Sale Date	Jun-22	Aug-20	Jan-21	May-21	Oct-21
Time Adj.	4%	7.3% \$6,205	5.7% \$3,563	4.4% \$3,476	2.6% \$2,213
Adjusted Price		\$91,205	\$66,063	\$82,476	\$87,313
Adj. \$ / Acre		\$424,209	\$256,058	\$231,025	\$219,379
Adj. \$ / Sq Ft		\$9.74	\$5.88	\$5.30	\$5.04
Adj. \$ / FF		\$1,216	\$629	\$785	\$1,004
Features	Subject	Desc. %	Desc. %	Desc. %	Desc. %
Size (Acre)	0.443	0.215	0.258	0.357	0.398
Size (Sq Ft)	19,297	9,365	11,238	15,551	17,337
Main Frontage (Rnd)	185	75	105	105	87
Shape	Triangular	Rectangular/Stnd -15%	Rectangular/Stnd -15%	Rectangular/Stnd -15%	Pie Shape/Stnd -15%
Topography	Level/Stnd	Level/Stnd	Level/Stnd	Level/Stnd	Level/Stnd
Corner vs. Interior	Interior Lot	Interior Lot	Corner Lot 5%	Interior Lot	Interior Lot
Location/Market Area	Established/Good	Suburban/V Good -20%	Established/Good	Established/Good	Established/Avg 20%
Zoning	R-5, Res	R-3, Res	R-3, Res	R-3, Res	R-3, Res
H & B Use	1-Site w/Home	1-Site w/Home	1-Site w/Home	1-Site w/Home	1-Site w/Home
Sewer vs. Septic	Municipal Sewer	Municipal Sewer	Municipal Sewer	Septic Needed 25%	Municipal Sewer
View/Orientation	Busy Street	Other Homes/Stnd -15%	Other Homes -15%	Other Homes -15%	Other Homes/Stnd -15%
Wooded Areas	Not Wooded	Not Wooded	Not Wooded	Not Wooded	Not Wooded
Wetlands	No Wetlands	No Wetlands	No Wetlands	No Wetlands	No Wetlands
Improvements	As Vacant	Vacant	Vacant	Vacant	Vacant
Net Adj. (%)		-50%	-25%	-5%	-10%
Net Adj. (\$)		-\$212,105	-\$64,015	-\$11,551	-\$21,938
Indicated \$/Acre (Rnd)		\$212,105	\$192,044	\$219,474	\$197,441
Indicated \$/Sq Ft (Rnd)		\$4.87	\$4.41	\$5.04	\$4.53

Note: All calculations within this analysis were completed to 16-digits for accuracy. The displayed numerals are truncated values that represent the product of the original 16-digit calculation.

Comments on Land Value: The appraiser found that the unit of comparison most recognized by the market is the price per acre. In this appraisal, and analysis, comparisons are based on this standard. As it can be seen from the chart above, the sales differed slightly in features and amenities. Adjustments for differences between the subject and the sales were made to offer an indication of the subject's unit value. Adjustments for differences were based on both qualitative and quantitative analysis completed by the appraiser. Such analysis included paired-sales analysis, simple linear regression analysis, as well as information obtained from area Brokers and the local MLS system. A summary of the major adjustments required follows:

Market Conditions (Time): From a review of area land sales, it was determined that the market had been relatively stagnant prior to 2013, but had experience an improving market in both residential and commercial sales activity since 2015. Not only has the days on market been reduced, asking and sales prices have also increased, all suggesting increasing values. The area has seen good demand, primarily due to the improvement in the area's economy and historically low interest rates. Market conditions are expected to continue improving within the subject neighborhood. A brief review of area land sales would suggest that the area's real estate market has been active with appreciating values. To reflect the area's upward changes in market conditions (appreciation), all sales used in this analysis were adjusted upward at the rate of roughly 2% to 5% per year from their date of sale. As all sales were relatively recent sales, this adjustment was minor.

Shape/Configuration: Unlike the subject, all the sales utilized area standard in their shape and configuration with the subject being triangular in its shape. The subject's triangular shape is uncommon and undesirable for residential use. As the market considers lots of standard shape to have greater utility, a value difference is seen with the standard configurations being preferable. A downward adjustment was warranted to each sale to reflect the subject's inferior triangular configuration.

Corner Sites: An analysis of the market indicates that a reluctance is seen in corner residential lots over other lots. Buyers slightly discount sites that are located on corners as these sites have greater visibility and less privacy for residential use. As a result, corner lots are generally considered slightly inferior. As the subject is an interior lot and not positioned on a corner, it is superior to Land Sale No. 2, a corner lot. An upward adjustment was needed to Land Sale No. 2 as it is inferior to the subject's interior lot position. Land Sales No. 1, 3, and 4 are also interior position lots and no adjustments were needed.

Location: All the sales are residential lots of similar size and general features when compared to the subject. However, Land Sale No. 1 is in nearby City Brookfield with Land Sale No. 4 being in a slightly more outer and inferior area in the City of Muskego. A review of land sales indicates that market participants consider Brookfield as being superior and preferable over the subject's location in New Berlin. They also consider most locations in Muskego to be more outer and inferior to lots in the City of New Berlin. As a result of this market perception, Land Sale No. 1 was adjusted downward to reflect its superior appeal and Brookfield's higher values. Similarly, Land Sale No. 4 was adjusted downward as its locational appeal is inferior to that of the subject's New Berlin location. Like the subject, Land Sales No. 2 and 3 are both have similar locational amenities. No adjustments were needed to these two sales.

Septic/Sewer: Unlike the subject, Land Sale No. 3 will require a private septic system, a feature regarded by the market as far inferior to lots with sewer service. An upward adjustment was made to reflect its lack of sanitary sewer. As sewered lots are highly prized over non-sewered lots, the adjustment required is sizable. The appraiser would note that Land Sale No. 3 also requires a private on site well. However,

market participants consider wells as being much like municipal water service. As such, no adjustments were required for the need for a well.

View/Site Orientation: All the sales are from the subject's general neighborhood and are influenced by similar economic conditions and neighborhood factors as the subject. However, all are located on interior streets or abut streets with considerably lower traffic counts than the subject's location along busy Moorland Road. As the subject also abuts commercial uses along its northern lot line, it is inferior to the comparable sales due to its orientation on heavily traveled road as well as its orientation overlooking commercial uses. Each of the sales were adjusted downward to reflect their superior orientation over the subject.

Conclusion of Land Value: After adjusting for differences, the sales indicated a unit value for the subject lot that ranged from \$192,000 per acre (rounded) to \$219,500 per acre (rounded). The average unit value was found to be \$205,300 per acre (rounded) with a median value of \$205,800 per acre (rounded). The average and median values would suggest a unit value for the subject lot that is near \$205,000 per acre. The appraiser would note that three of the four sales used indicated a unit value for the subject that fell between \$192,000 to \$212,100 per acre (rounded) with only one being above \$212,100 per acre (rounded). This would suggest a unit value for the subject lot that is within the lower portion of the indicated value range set by the adjusted sales, likely below the average and median unit values. The appraiser would also note that as the subject is slightly larger in size than the sales utilized in this analysis and as larger sales sell at lower unit values, the subject's size would suggest a unit value within the lower portion of the value range, likely below the average.

Considering the sales activity in the area and the data shown in the analysis above, it is the appraiser's opinion that the base unit value of the subject lot is below the average value indication set by the adjusted sales, say \$195,000 per acre. Based on the unit value of \$195,000 per acre, the market value of the subject lot was found to be \$86,400 (0.443-acre x \$195,000 per acre, rounded). This calculation and the unit value range set by the sales can be found in the following table:

Subject's Indicated Land Value - Before		
Minimum	\$192,044	Per Acre
Median	\$205,759	Per Acre
Average	\$205,266	Per Acre
Maximum	\$219,474	Per Acre
Indicated Unit Value	\$195,000	Per Acre
Site Size	0.443	Acre
Indicated Value	\$86,385	
Market Value (Rnd)	\$86,400	

Based on this analysis, it is the opinion of the appraiser that, prior to the proposed acquisition, the subject lot had a market value of \$86,400. Again, this equates to \$195,000 per acre.

Statement of Value - Before the Acquisition: As stated earlier, the subject is a vacant lot that does not have improvements. As it is a vacant tract, the sales comparison approach to value is the only applicable approach to be considered in the valuation of the subject.

The appraiser used the sales comparison analysis and the concluded value per acre, identified above, to calculate the market value of the subject lot at \$86,400 (0.443-acre x \$195,000 per acre, rounded). As

the subject is vacant land, the sales comparison analysis is an excellent indication of the subject's current market value. The appraiser concludes the subject's market value, before the proposed acquisition, to be \$86,400.

Value of the Part Acquired (State Rule)

The appraiser primarily used the land value per acre discussed earlier and the "Part of the Whole" valuation method to value the real estate included in the proposed acquisition (part taken). The value of the real estate included in the proposed acquisition was then used to calculate the subject's value in the after condition (After Value). In this technique, the appraiser considered the unit value of land in a proposed acquisition to be equal and proportional to the unit value of the whole site before acquisition. This process is recommended for appraisal problems such as the instant case (partial acquisition) as it maintains the balance between the values of the "part taken" in relation to the total or "whole property" value. That is to say, the summation of the parts must equal the value of the property as a whole.

Value of the Fee Purchase: As a part of the whole, the price per acre of the land in the proposed 0.044-acre fee acquisition is equal and proportional to the value per acre of the site as a whole, before the acquisition. In the after condition, the market indicates no further adjustments to the site's unit value. It is therefore the opinion of the appraiser that the 0.044-acre of land the County wishes to acquire in fee also holds a unit value of \$195,000 per acre. The value of the fee acquisition was determined to be \$8,580 (0.044-acre x \$195,000 per acre, rounded). The subject property will be diminished in its market value by roughly \$8,580 because of the 0.044-acre fee acquisition.

Owner's Inconvenience: The owner may have concerns over the potential inconvenience that may occur to the owner or property during the time of street construction. The project manager has informed the appraiser that access to the site will be always allowed during construction of the new highway. As a result, access will not be diminished or denied. Although there may be some inconvenience during actual construction, the appraiser would further note that inconvenience *is not compensable* under current state law. Compensable damages are based on the market value of the property to a typical buyer and not on inconveniences to any owner. Therefore, the appraiser cannot consider inconvenience as an item of damages in the instant case.

Severance Damages: The dictionary of Real Estate Appraisal Sixth Edition published by the Appraisal Institute defines Severance Damages as follows: "In a partial taking, a decline in the market value of the remainder that arises as a result of the taking and/or the construction of the proposed improvement". The Wisconsin Real Estate Program manual published by the State of Wisconsin Department of Transportation defines Severance Damages as "The diminution of the market value of the remaining area because of a partial acquisition of property or property rights". After considering the subject's highest and best use, area sales, and the proposed acquisition, there will be *no* severance damages created because of the proposed acquisition or project.

Special Benefits: As indicated earlier, Moorland Road between National Avenue and Beloit Road will be rebuilt as it is currently nearing the end of its service life. Replacing and improving this roadway will enhance safety in the area and will be a general benefit to all residence in the area. It may slightly enhance the general appeal and appearance of the subject property once completed, but likely will not increase the subject's market value. It is the appraiser's opinion that no special benefits will accrue to the subject because of the proposed roadway improvement project. In addition, the appraiser considers the project, and much of its resulting work and changes, to be a general benefit to the property and surrounding area.

Allocation of Damages:

In determining of the market value of the partial acquisition, the appraisers have considered all compensable items allowed under Wisconsin Statute Chapter 32.09(6)(a-g). The appraisers have also considered a separate entity analysis and have concluded that the fair market value of the property acquired, as of the date of valuation, is not greater than the deduction of the after value from the before value. As such, the separate entity analysis was deemed non-applicable.

The following chart summarizes the items acquired as well as the market value of part acquired. It offers an indication of the subject's loss because of the proposed project as well as an estimate of the compensation due to the owner.

Allocation of "Part Acquired" (State Rule)

Item Acquired	Area Size	Damage
Land (Fee)	0.044-acre being acquired	\$8,580
Land (PLE)	None being acquired	\$0
Land (TLE)	None being acquired	\$0
Landscaping	None being acquired	\$0
Fencing	None being acquired	\$0
Paving	None being acquired	\$0
Other	No other items being acquired	\$0
Value of Part Acquired (Damages)		\$8,580
TOTAL DAMAGES (Rounded)		\$8,600

The damages are totaled and then rounded to avoid the appearance of over precision. Based on this analysis, the value of the part taken, loss in value to the property, as well as the amount due the owner is estimated to be \$8,600. Based on the State Rule, summarized above, it is the professional opinion of the appraiser that, as of June 3, 2022, the owner is due \$8,600 in compensation for the proposed acquisition.

Before and After Analysis (Federal Rule)

After Value: The appraiser is required to establish the subject's After Value (value assuming the acquisition and project have concluded). There is no change of highest and best use resulting from the proposed acquisition or project. Since the subject's site is only slightly smaller in the after condition due to the fee acquisition, there is no market evidence to support a change in its unit value (price per acre) once the acquisition has been completed. The subject's lot unit value will remain \$195,000 per acre once the acquisition has been completed. There will be very minor losses to the property's value because of the fee acquisition, a direct loss in land from the site that will diminish the value of the remaining property.

The appraiser has utilized the same sales and the same process that was used in the before condition analysis to estimate the subject in its after condition (After Value). However, consideration was made to

reflect the fee acquisition area and with the subject's smaller lot size of 0.399-acre (17,897-sq ft). The following chart summarizes the appraiser's findings of the subject's market value after the acquisition has taken place.

Calculation of After Value	
Acre Size	0.399
Price / Acre	<u>\$195,000</u>
Est Value	\$77,805
Lot Value (Rnd)	\$77,800
Plus: Bldgs	<u>\$0</u>
Net Value (Rnd)	\$77,800
After Market Value	\$77,800

As of June 3, 2022, and assuming the proposed project has been completed, the subject property will have a market value of \$77,800.

Before and After Value Calculation: Wisconsin eminent domain law statutes specify that damages are the difference between the market value of the subject before and the market value of the remainder after the acquisition. The appraiser has previously valued the subject before and after the acquisition. In this type of comparison, the compensation due the owner for loss of real estate is then calculated by subtracting the value after from the value before the acquisition. To this difference is added the value of any temporary interests acquired (TLE if any). This is seen in the following table:

Before & After Calculation	
Before Value	\$86,400
Less: After Value	<u>\$77,800</u>
Loss in Value:	\$8,600
Plus: Value TLE (If Any):	<u>\$0</u>
Est. Compensation Due:	\$8,600
Total (Rnd)	\$8,600

Based on the Federal Rule, summarized in the analysis above and as of June 3, 2022, the owner is due Eight Thousand Six Hundred Dollars (\$8,600) in compensation for the loss in value created by the proposed acquisition (\$86,400 less \$77,800, rounded).

Conclusion of Estimated Compensation

In determining of the market value of the acquisition, the appraisers have considered all compensable items allowed under Wisconsin Statute Chapter 32.09(6)(a-g). The appraisers have completed a separate entity analysis of the acquisition area and conclude that the fair market value of the property acquired, as of the date of valuation, is not greater than the deduction of the after value from the before value. The separate entity analysis was deemed not to be applicable. As seen in the analysis completed above, the estimated loss in market value to the subject property (value of the partial acquisition) was determined to

be \$8,600. It is the professional opinion of the appraiser that the compensation due the owner of the subject property (Parcel No. 71 of Project No. 2722-07-22), as of June 3, 2022 is:

Eight Thousand Six Hundred Dollars
(\$8,600).

Summary and Conclusion

Date of Final Inspection:	June 3, 2022
Date of Value:	June 3, 2022
Date of Report:	June 7, 2022
Interest Appraised:	Fee Simple
Value - Before Acquisition:	\$86,400
Less Value - After Acquisition (Remainder):	<u>\$77,800</u>
Loss in Fair Market Value:	\$8,600
Total Difference and Losses:	\$8,600
Total Loss or Est. Compensation:	\$8,600 (Rounded)

USPAP Certificate of the Appraiser

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the exterior of the property that is the subject of this report.
- No one provide significant real property appraisal assistance to the person signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Gene A. Bock has completed the requirements of the continuing education program of the Appraisal Institute.

It is my opinion that as of June 3, 2022, the total damages due to the owner for items acquired herein described is Eight Thousand Six Hundred Dollars (\$8,600).

June 7, 2022



Gene A. Bock, SRA, ASA, CRA
Senior Appraiser, Southern Wisconsin Appraisal
Wisconsin Certified General Appraiser No. 311-010

Limiting Conditions

The certification of the appraiser and estimates of value contained in this report are subject to the following conditions and to such other specific and limiting conditions as were set forth by the appraiser in the report:

1. This is a summary report intended to comply with the general reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standard of Appraisal Practice. As a summary, this report contains a brief synopsis of the data, opinions and reasoning used by the appraiser in estimating value; additional information is retained in the appraiser's file.
2. This report is intended only for use by the County of Waukesha in negotiation and the subsequent acquisition of portions of the subject specifically identified in this report. The depth of information contained in this report is specific to the needs of the County and to the use stated. The appraiser is not responsible for unauthorized use of this report.
3. This is a Narrative Appraisal Report made under the *jurisdictional exception* (governmental provision) of the Uniform Standards of Professional Appraisal Practice. The appraiser considered neither the income nor cost approaches to value. The value of the land in the proposed acquisition was based solely on a direct comparison with sales of similar properties.
4. The size of the proposed acquisition was provided by the County. The appraiser assumes it to be correct but cannot independently confirm it.
5. The appraiser assumes no responsibility for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
6. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
7. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey of the property. All engineering by the acquiring agency is assumed to be accurate.
8. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
9. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors.
10. Information, estimates, and opinions furnished to the appraiser and contained in the report were obtained from sources considered dependable and believed to be true and correct. However, no responsibility for the accuracy of such items furnished the appraiser can be assumed by the appraiser.
11. The bylaws and regulations of the professional appraisal organizations with which the appraiser is affiliated govern disclosure of the contents of this report.
12. Unless otherwise indicated in the appraisal report, it is assumed that any affected mechanical components of the subject property, including well and septic system (if present), are in operating condition and adequately serve the subject property. This is not a home inspection report, and the appraiser did not conduct the detailed investigation needed to determine problems or deficiencies with major components.
13. This appraisal assumes that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
14. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this report.

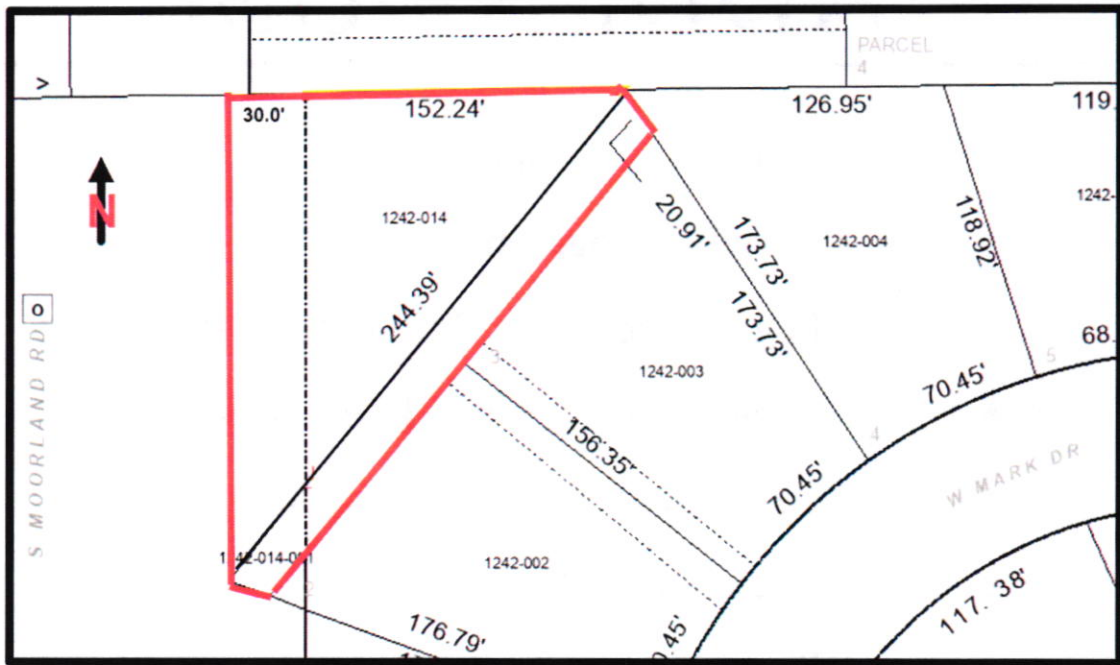
15. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
16. It is assumed that the utilization of the land and improvements, if any, are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
17. The appraiser is not qualified to detect hazardous waste and/or toxic materials. However, if any indication of possible hazardous substance or toxic waste was noted by or has been presented to this appraiser, the appraiser has pictured it and noted it in the subsequent report. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. Unless otherwise stated in this report, the appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required discovering them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
18. Unless otherwise stated in this report, the subject is appraised without conducting a specific compliance survey to determine if it is or is not in conformance with the requirements of the Americans with Disabilities Act (ADA). The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
19. Neither all nor any part of the contents of this report shall be conveyed to any person or entity through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors. This includes, but is not limited to, valuation conclusions, the identity of the appraiser or the appraiser's firm, any reference to the Appraisal Institute, American Society of Appraisers, or other professional appraisal organization with which the appraiser is affiliated, or to the SRA, ASA, or other professional appraisal designations held by the appraiser. Further, the appraiser or firm assumes no obligations, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, the client shall convey this report in its entirety (including addenda) and shall make such party aware of all the assumptions and limiting conditions of the assignment.
20. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser. If such written consent has been obtained, the report may be used only in its entirety (including addenda). This report is the intellectual property of Southern Wisconsin Appraisal and no other. Southern Wisconsin Appraisal retains its exclusive rights to this work and their work. Unauthorized reproduction or use of all or portions of this report are strictly prohibited without consent of Southern Wisconsin Appraisal.

ADDENDUM

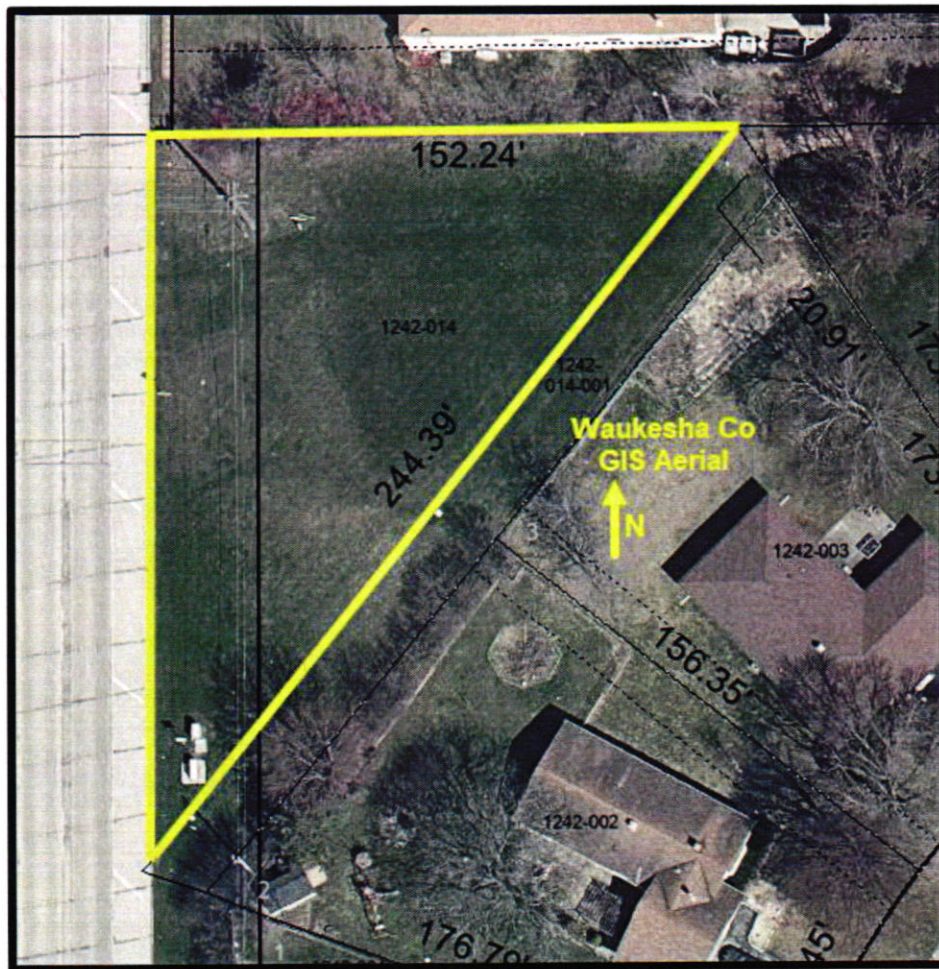
- ◆ Plat Before Acquisition
- ◆ Aerial Photograph
- ◆ Legal Description Before Acquisition
- ◆ Subject Photographs Before Acquisition
- ◆ Legal Description of Acquisition
- ◆ Acquisition Plat
- ◆ Photos of Acquisition
- ◆ Invite Letter
- ◆ Comparable Sales Map
- ◆ Comparable Sales
- ◆ Appraiser Qualifications

Note: All subject photographs were taken by Gene A. Bock. Digital photographs were taken with a Canon EOS Digital Rebel camera with 35 to 90 mm zoom lens or a Canon Power Shot Digital camera with 4.6-17.3 mm zoom lens; 35mm photographs were taken with a Nikon N50-SFR with 35 to 80mm zoom lens.

PLAT BEFORE ACQUISITION



AERIAL PHOTOGRAPH



LEGAL DESCRIPTION BEFORE ACQUISITION

Owner(s) of record:City of New Berlin

Property address:Lands along S Moorland Road, New Berlin, WI 53151

Legal description: That part of Lots 2 and 3, in Block 1, in Regal Manors, being a Subdivision in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 23, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, described as follows: Commencing at the point it the North line of said Section 23; thence North $89^{\circ} 21' 48''$ East, 212.24 feet form the Northwest corner of said Section 23, being the point of beginning of the lands about to be described; thence South $34^{\circ} 40'$ East, 20.91 feet to a point; thence South $38^{\circ} 26' 45''$ West, 231.74 feet to a point; thence North $69^{\circ} 46'$ West, 21.05 feet to a point; thence North $38^{\circ} 26' 45''$ East, 244.39 feet to the point of beginning.

Tax Key No: NBC 1242.014.001

SUBJECT PHOTOGRAPHS BEFORE ACQUISITION

Taken by Gene A Bock

Subject Front



Street Scene Facing North



LEGAL DESCRIPTION OF THE ACQUISITION

Project ID 2722-07-22

Parcel 71

City of New Berlin

NBC 1242.014

NBC 1242.014.001

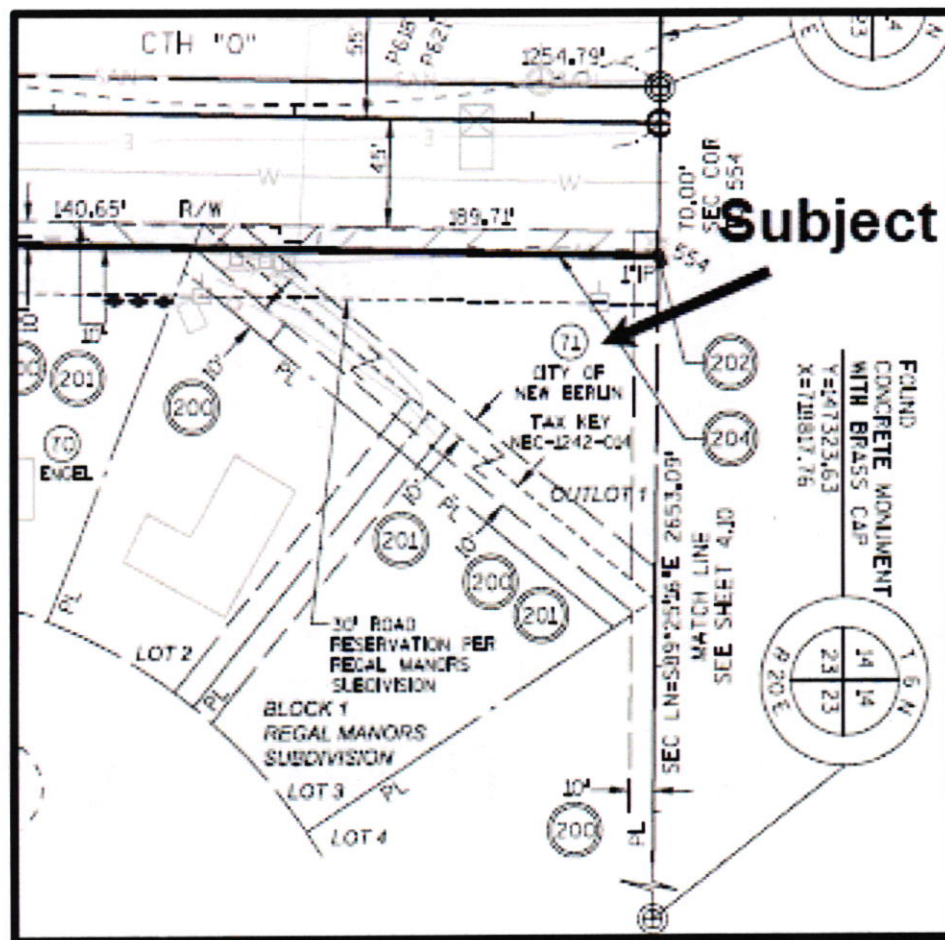
Interests: FEE

Fee Title in and to all that part of Outlot 1 and Lot 2, Block 1 of Regal Manors Subdivision being a part of the Northwest 1/4 of the Northwest 1/4 of Section 23, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin more particularly described as follows:

The West 10 feet of Outlot 1 and Lot 2, Block 1 of Regal Manors Subdivision.

Said description contains 1,916 square feet or 0.044 acres more or less of new right of way.

ACQUISITION PLAT



Project: 2722-07-22
CTH O Moorland Rd

Parcel: 71

ACQUISITION PHOTOGRAPHS

Taken by Gene A Bock

FEE Acquisition Area Facing South



FEE Acquisition Area Facing North



INVITE LETTER

Southern Wisconsin Appraisal

A DIVISION OF G A BOCK AND ASSOCIATES

May 26, 2022

City of New Berlin
Attn: Tammy Simonson
3805 S Casper Drive
New Berlin, WI 53151

Parcel: 71 Project: 2722-07-22
Property Address: Vacant Land

Dear Property Owner:

As you know, the Waukesha County Dept. of Public Works wants to make improvements for Moorland Rd-CTH O that will affect your property. The U.S. Constitution allows governments to do this as long as they (1) follow a legally established procedure and (2) pay a just compensation. Usually, part of that compensation is for loss of real estate. We are independent real estate appraisers, hired by Waukesha County to make an impartial valuation of the property affected by this project.

The first step we as appraisers will take is to visit the real estate. We need to know where the land is, what (if any) buildings or improvements are included, and how the proposed acquisition will affect your remaining property. To help us envision these changes, we asked Waukesha County to stake the precise area in which they are interested. Please leave the stakes in place until we visit so that we and you can better see how your property will be affected.

Wisconsin law requires that you, as the property owner, be invited to join the appraisers during their inspection. The appraisers will not be able to discuss value or compensation with you at that time because they're just beginning their work. They can, however, explain what the stakes mean and help to outline the process for you. Meeting with them also gives you a chance to explain any special concerns you have.

Our appraisers are scheduled to inspect the exteriors of properties for this project on Wednesday, June 1st or Friday, June 3rd. Saturday appointments are also possible, please call for availability. You are not required to meet with them. If you do want an appointment, please telephone our office at (262) 886-2450. Our office is staffed only during business hours, but you can leave a message 24 hours a day. Please be sure to refer to the property address and parcel number at the top of this letter and tell us how we can get in touch with you during the day. If you would like a relative or other representative to meet the appraisers in your place, let our office know who your representative is and how he or she can be reached. If we do not hear from you, the appraisers will view the affected area without disturbing you.

If you have any questions, please feel free to call.

Sincerely,



Gene A. Bock, SRA, ASA, CRA
Wisconsin Certified General Appraiser #311-010
Senior Appraiser, Southern Wisconsin Appraisal

Section Break (Next Page)

1055 PRAIRIE DR. SUITE C RACINE, WI 53406
PHONE: 262-886-2450
FAX: 262-886-6145

COMPARABLE SALES MAP



Land Sale No. 5264



Property Identification

Record ID	5264
Property Type	Single-Family Lot
Property Name	Beaumont Ave Lot
Address	225 N Beaumont Ave, Brookfield, Waukesha Co, WI 53005
Location	W of Sunny Slope Rd, S of Mt Vernon & N of Golf Parkway
Tax ID	BRC1112104
Sale ID	RES 220-79
Intended Use	1 SFR Home Site
Legal	CSM 12121, City of Brookfield
Market Type	Suburban

Sale Data

Grantor	Harry Clause Trust
Grantee	Jan Mueller
Sale Date	August 14, 2020
Deed Book/Page	Doc. 4502862
Recorded Plat	Trustee Deed
Property Rights	Fee Simple
Marketing Time	62-Days
Conditions of Sale	Arm's Length
Financing	Cash Sale
Sale History	No other sale in past 5-years
Verification	William Martin, Broker; March 22, 2022; Other sources: MLS, Assessor, Deeds, Confirmed by Gene Bock

Sale Price	\$85,000
Cash Equivalent	\$85,000

Land Data

Zoning	R-3, SF Res, Residential
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Land Sale No. 5264 (Cont.)

Topography	Level
Utilities	Sewer/Water
Dimensions	75' x 125'
Shape	Rectangular
Landscaping	Not Wooded
Flood Info	No wetlands/Flood lands
View	Other Homes/Established
Curb/Gutter	Open Ditch
Corner/Interior	Interior
Depth	125

Land Size Information

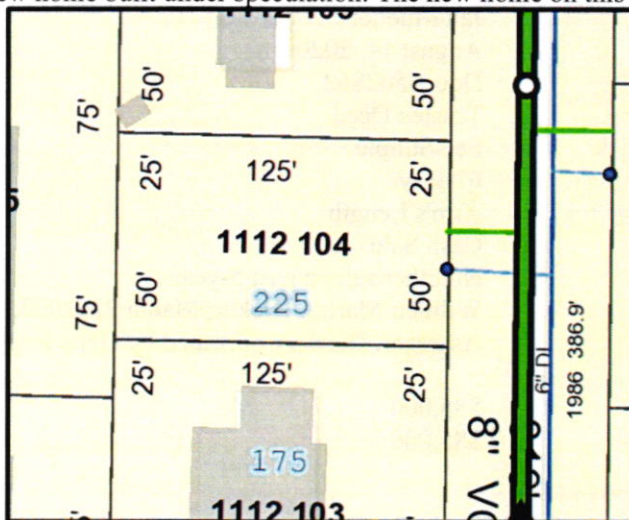
Gross Land Size	0.215 Acres or 9,365 SF
Useable Land Size	0.215 Acres or 9,365 SF , 100.00%
Front Footage	75 ft Total Frontage: 75 ft N Beaumont Ave;

Indicators

Sale Price/Gross Acre	\$395,349
Sale Price/Gross SF	\$9.08
Sale Price/Useable Acre	\$395,349
Sale Price/Useable SF	\$9.08
Sale Price/Front Foot	\$1,133

Remarks

This is the August 2020 sale of a small vacant lot located in City of Brookfield on Beaumont Ave. It is in an established area with mixture of older and scattered newer homes. This lot has 75-ft of road frontage and 125-ft of depth. It is a level rectangular shaped lot of 0.215-acre. It lies level and has municipal sewer and water available. It is well suited for single-family use. It was offered for sale at \$129,900 to close an estate. It sold within 62-days at \$85,000 or \$395,349 per acre. Selling Broker reports the sale to be arm's length. The buyer purchased the lot for the construction of a new home built under speculation. The new home on this lot sold for \$565,000.



Land Sale No. 5265



Property Identification

Record ID	5265
Property Type	Single-Family Lot
Property Name	W Plainfield Ave, Greenfield
Address	9000 W Plainfield Ave, Greenfield, Milwaukee Co, Wis 53228
Location	NW corner 90th St & W Plainfield Ave
Tax ID	5691158001
Sale ID	RES 221-33
Intended Use	Home Site
MSA	Milwaukee
Market Type	Urban

Sale Data

Grantor	Alvin Emmons
Grantee	Ryan's Buying LLC
Sale Date	January 01, 2021
Deed Book/Page	Doc. 11063681
Recorded Plat	W Deed
Property Rights	Fee Simple
Marketing Time	37-Days
Conditions of Sale	Arm's Length
Financing	Cash Sale
Sale History	No prior sale in 5-yrs
Sale Price	\$62,500

Land Sale No. 5265 (Cont.)

Verification

Charles Walter/First Weber; March 21, 2022; Other sources:
MLS, Deeds, Assessor, Confirmed by Gene Bock

Land Data

Zoning	R-3, Res, Single Family Residential
Topography	Level
Utilities	Sewer/Water
Dimensions	105'x107'
Shape	Rectangular
Landscaping	Not Wooded
Flood Info	No Wetlands/Flood lands
Corner/Interior	Corner
Depth	107

Land Size Information

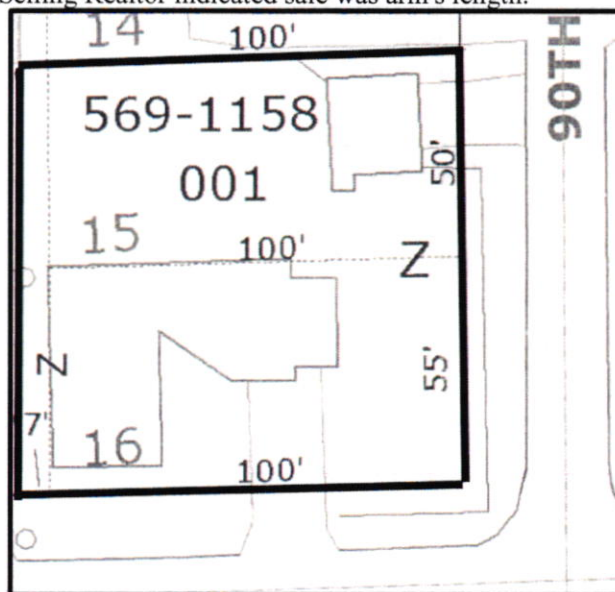
Gross Land Size	0.258 Acres or 11,238 SF
Useable Land Size	0.258 Acres or 11,238 SF , 100.00%
Front Footage	212 ft Total Frontage: 105 ft 90th St; 107 ft Plainfield;

Indicators

Sale Price/Gross Acre	\$242,248
Sale Price/Gross SF	\$5.56
Sale Price/Useable Acre	\$242,248
Sale Price/Useable SF	\$5.56
Sale Price/Front Foot	\$295

Remarks

This is sale of a 0.258-acre lot in the City of Greenfield, in the northwest corner of Plainfield Ave with S 90th Street in an established area of single-family homes. This corner lot was purchased by a builder whom latter split the lot into two small lots. A new home was built on each of these two lots and marketed by the builder. This parcel is a level rectangular shaped lot that is well suited for residential use. It had 107-feet of frontage on Plainfield and 105-feet on S 90th St. It was marketed at \$80,000 and sold for \$62,500 within 37-days in Jan. 2021. This price equates to \$242,248 per acre. Selling Realtor indicated sale was arm's length.



Land Sale No. 5266



Property Identification

Record ID	5266
Property Type	Single-Family Lot
Property Name	W Highland Dr New Berlin Lot
Address	19500 W Highland Dr, New Berlin, Waukesha County, WI
Location	N side of W Highland Dr, just E of Racine Ave
Tax ID	NBC 1277001002
Sale ID	RES 221-34
Intended Use	1 Home Site
Legal	Lot 2, Block A of Highland Meadows, New Berlin.
Market Type	Suburban

Sale Data

Grantor	John Jones
Grantee	Allan Bassett
Sale Date	May 01, 2021
Deed Book/Page	Doc. 4582771
Recorded Plat	W Deed
Property Rights	Fee Simple
Marketing Time	18-Days
Conditions of Sale	Arm's Length
Financing	Conv Mtg
Sale History	No other sale in past 5-years
Verification	Sue Lucas, Relator; March 15, 2022; Other sources: MLS, Deeds, Assessor, Confirmed by Gene Bock

Sale Price	\$79,000
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Land Data

Zoning	R-3, Res, Residential
Topography	Level
Utilities	Septic & Well Required
Dimensions	105'x148'

Land Sale No. 5266 (Cont.)

Shape	Rectangular
Landscaping	Not Wooded
Flood Info	No Wetlands/Flood lands
View	Other Homes/Established
Curb/Gutter	Open Ditch
Corner/Interior	Interior
Depth	148

Land Size Information

Gross Land Size	0.357 Acres or 15,551 SF
Useable Land Size	0.357 Acres or 15,551 SF , 100.00%
Front Footage	105 ft Total Frontage: 105 ft W highland Dr;

Indicators

Sale Price/Gross Acre	\$221,289
Sale Price/Gross SF	\$5.08
Sale Price/Useable Acre	\$221,289
Sale Price/Useable SF	\$5.08
Sale Price/Front Foot	\$752

Remarks

This is the May 2021 sale of a small residential lot of 0.357-acre in City of New Berlin on W Highland Dr. The lot is in an established (1950's) development just east of Racine Ave, between National Ave & I-43. It requires private well and on-site septic. The lot was tested and found suitable for mound system prior to selling. This is a level lot with 105-ft of frontage and roughly 148-ft of depth. It was split from a larger single-family lot prior to sale. It has no trees (woods), no wetlands, and no floodplain areas. It is well suited for single family use. It was offered at \$99,000 and sold for \$79,000 in May 2021. Broker reports sale to have been arm's length. This price equates to \$221,289 per acre, very similar to the unit value of other lot sales in this area.



Land Sale No. 5267



Property Identification

Record ID	5267
Property Type	Single-Family Lot, Single Family Lot
Property Name	Lot 3, Kristin Dr, Muskego
Address	Kristin Dr (Lor 3), Muskego, Waukesha County, Wisconsin
Location	E side of Kristin Dr, just South of Janesville Rd
Tax ID	MSKC-2196966003
Sale ID	RES 221-35
Intended Use	1 Home Site
Legal	Lot 3, CSM 8922, City of Muskego
Market Type	Suburban

Sale Data

Grantor	Gerald Boisits
Grantee	Joe Zenzola
Sale Date	May 04, 2021
Deed Book/Page	Doc. 4663817
Recorded Plat	W Deed
Property Rights	Fee Simple
Marketing Time	124-Days
Conditions of Sale	Arm's Length
Financing	Conv Mtg
Sale History	No other sales in past 5-yrs

Land Sale No. 5267 (Cont.)

Verification

Jessica Sherry, Realtor; March 10, 2022; Other sources: MLS, Assessor, Deeds, Confirmed by Gene Bock

Sale Price

\$85,100

Cash Equivalent

\$85,100

Land Data

Zoning

R-3, Res, Single Family

Topography

Level

Utilities

Sewer/Water

Dimensions

87'/130'x180'/195'

Shape

Slightly Pie Shape/Stnd

Landscaping

Not Wooded

Flood Info

No Wetlands/Flood lands

View

Other homes

Curb/Gutter

Curb/Gutter

Corner/Interior

Interior

Depth

180-

Land Size Information

Gross Land Size

0.398 Acres or 17,337 SF

Useable Land Size

0.398 Acres or 17,337 SF , 100.00%

Front Footage

87 ft Total Frontage: 87 ft Kristin;

Indicators

Sale Price/Gross Acre

\$213,819

Sale Price/Gross SF

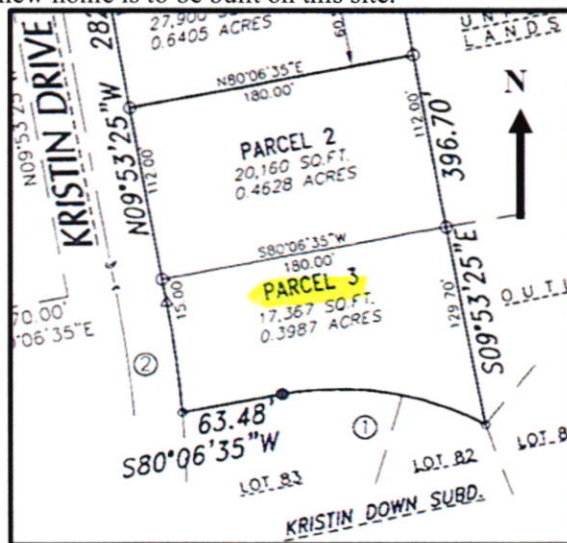
\$4.91

Sale Price/Front Foot

\$978

Remarks

This is the sale of a single-family lot that is located on Kristin Drive, just south of Janesville Rd, in City of Muskego. This is one of several lots split via CSM from a larger parcel. This lot is slightly pie shaped, has city sewer and water, and is well suited for single-family use. It has 87-feet of frontage and open to the rear. The rear of the lot abuts a City owned vacant out lot that will not be built upon. This parcel; was offered for sale at \$129,900 and sold after 142-days for \$85,100 or \$213,819 per acre. A new home is to be built on this site.



QUALIFICATIONS OF THE APPRAISER

GENE A. BOCK

1055 Prairie Drive, Ste C
Racine, Wisconsin 53406
(262) 886-2450
gene@gabock.com

PROFESSIONAL AFFILIATIONS

Appraisal Institute (since 1980)

Designation: Senior Residential Appraiser (SRA)

Appraisal Institute, MAI Candidate

Continuing Education: Certified through December 31, 2020

Activities: Past President, Vice President, and Director of Racine Chapter

American Society of Appraisers (since 1982)

Designation: Senior Member (ASA)

National Association of Review Appraisers and Mortgage Underwriters (since 1980)

Designation: Certified Review Appraiser (CRA)

NARA/MU Approved Appraiser #55089

Employee Relocation Council

Designation: Certified Relocation Professional (CRP) (1995-2007)

State of Wisconsin Certifications

Certified General Appraiser #311-010 (November 1992)

Assessor II Level (1980-2002)

Energy Efficiency Inspector (1984-2005)

State of Illinois Certifications

Certified General Appraiser #553.002116 (May 2011-Sept. 2021)

Real Estate Organizations

Racine Board of Realtors

Kenosha Board of Realtors

Multiple Listing Service of Metro Milwaukee

Multiple Listing Service of Racine

Multiple Listing Service of Kenosha

Lake Area Multiple Listing Service (Walworth)

National Association of Realtors

Wisconsin Realtors Association

National Association of Realtors Appraiser Section

An appointed member of the Racine County Land Commission, a committee formed to conduct hearings regarding eminent domain issues.

Eminent Domain Services: Mr. Bock is approved by the Wisconsin Department of Transportation (WisDOT) as a Real Estate Appraiser, a Review Appraiser, and Negotiator for WisDOT and Local Public Agency (LPA) projects. He is approved to complete appraisals on all property types, including complex appraisal problems, railroads, partial acquisitions, easements, total acquisitions, wetland acquisitions, and also provides court testimony. Mr. Bock has been working with WisDOT, as well as Wisconsin Department of Justice, since 1984. He has completed municipal acquisition appraisal assignments, as well as owner's appraisals, in most counties in Wisconsin. He is also an approved eminent domain appraiser by the Illinois Department of Transportation (IDOT), the Department of Natural Resources (DNR) and the Wisconsin Bureau of Aeronautics (BOA). Mr. Bock specializes in condemnation appraisals and has spent the last 25-years working primarily within the eminent domain discipline.

COLLEGE EDUCATION

Graduated from the University of Wisconsin-River Falls in February 1975, with a Bachelor of Science Degree in Scientific Land Management. Studies emphasized land use, soil science, and economics. Activities included Alpha Gamma Rho Fraternity, concert choir and Alpha Zeta Honorary Fraternity.

POST-COLLEGE

Appraisal Institute: Uniform Standards of Professional Appraisal Practice - Parts A & B
(Major Courses) Understanding Limited Appraisals – Residential Case Studies in Real Estate Valuation
Narrative Report Writing & Valuation Analysis
Courses 101, 102, 201, and R-2 exam FNMA Appraisal Issues
Narrative Report Seminar New URAR Form & Procedures
Computer Application Seminar Creative Financing Seminar
Subdivision Analysis Cash Equivalency Seminar
(Roughly 25-hours of course work has been completed every two years.)

University of Wisconsin: Residential Design and Construction
Appraiser's Testimony in Court
Real Estate Finance and Appraisals
Comprehensive & Advanced Lotus 1-2-3

TEACHING EXPERTISE **(1994-1998)**

Taught courses in Real Estate Appraisal for Gateway Technical Institute, Racine and Kenosha Campuses.

MILITARY SERVICE

Served in the Wisconsin Air National Guard, Milwaukee, Wisconsin, (1971 to 1977) as an Administrative Specialist with the rank of Staff Sergeant. Awarded The Milwaukee Journal Achievement Award (1974) for meritorious service.

EMPLOYMENT EXPERIENCE

August 1986 to Present

Senior Appraiser of Southern Wisconsin Appraisal, Racine, Wisconsin. Specializing in Eminent Domain Appraisal Work. Has completed acquisition appraisal assignments across Wisconsin for acquisition agencies as well as owners. Also, has completed numerous assignments for the DNR and municipalities working with the Bureau of Aeronautics. Major clients include lending institutions and municipalities in southern Wisconsin and northern Illinois and national transfer companies. Specialize in condemnation/acquisition appraisals, ERC and partial acquisition valuations. Technologically proficient – thirty years experience with computer-assisted analysis including automated valuation models, regression analysis, in-house and on-line databases, income & capitalization analysis.

January 1984 to August 1986

Chief Appraiser for Pioneer Savings and Loan Association, a local lender with offices in Racine, Kenosha, and Walworth counties. Performed appraisals and appraisal review for mortgage lending. Assignments included single family and multi-family homes, commercial and industrial properties. Duties included management of appraisal department and review of appraisals performed by staff and fee appraisers.

September 1978 to January 1984

Performed real estate appraisals in southeastern Wisconsin as a partner in United Appraisal Service, Racine, Wisconsin. Performed residential, commercial and narrative appraisals for mortgage lending and eminent domain. Testified in court for local municipalities and various clients.

February 1976 to September 1978

Worked as an independent fee appraiser for a private firm located in Racine, Wisconsin. Received training and performed real estate appraisals in Racine area. In March 1979 received Real Estate Broker's License, but hold license inactive.