

STATE OF WISCONSIN
IN SUPREME COURT

No. 2014AP2304

CHAN LEE and C. LEE
DEVELOPMENT, LLC,

Plaintiff-Respondent,

v.

STATE OF WISCONSIN
DEPARTMENT OF
TRANSPORTATION,

Defendant-Appellant-Petitioner.

FILED
SEP 25 2015
CLERK OF SUPREME COURT
OF WISCONSIN

PETITION FOR REVIEW APPENDIX

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**Defendant-Appellant-
Petitioner
Appendix**

CERTIFICATE OF COMPLIANCE
WITH WIS. STAT. § (RULE) 809.19(13)

I hereby certify that:

I have submitted an electronic copy of this appendix, which complies with the requirements of Wis. Stat. § (Rule) 809.19(13).

I further certify that:

This electronic appendix is identical in content to the printed form of the appendix filed as of this date.

A copy of this certificate has been served with the paper copies of this appendix filed with the court and served on all opposing parties.

Dated this 25th day of September, 2015.


MAURA FJ WHELAN
Assistant Attorney General

APPENDIX CERTIFICATION

I hereby certify that filed with this brief, either as a separate document or as a part of this brief, is an appendix that complies with Wis. Stat. § 809.19(2)(a) and that contains, at a minimum: (1) a table of contents; (2) the findings or opinion of the circuit court; and (3) portions of the record essential to an understanding of the issues raised, including oral or written rulings or decisions showing the circuit court's reasoning regarding those issues.

I further certify that if this appeal is taken from a circuit court order or judgment entered in a judicial review of an administrative decision, the appendix contains the findings of fact and conclusions of law, if any, and final decision of the administrative agency.

I further certify that if the record is required by law to be confidential, the portions of the record included in the appendix are reproduced using first names and last initials instead of full names of persons, specifically including juveniles and parents of juveniles, with a notation that the portions of the record have been so reproduced to preserve confidentiality and with appropriate references to the record.

Dated this 25th day of September, 2015.



MAURA FJ WHELAN
Assistant Attorney General

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**COURT OF APPEALS
DECISION
DATED AND FILED**

August 26, 2015

Diane M. Fremgen
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

Appeal No. 2014AP2304

Cir. Ct. No. 2013CV2177

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT II**

CHAN LEE AND C. LEE DEVELOPMENT LLC,

PLAINTIFF-RESPONDENT,

v.

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION,

DEFENDANT-APPELLANT.

APPEAL from a judgment of the circuit court for Waukesha County:
PATRICK C. HAUGHNEY, Judge. *Affirmed.*

Before Neubauer, C.J., Reilly, P.J. and Brennan, J.

¶1 PER CURIAM. This case arises from a dispute over the planned removal of a driveway connecting a highway and commercial property in the city of Waukesha. The Wisconsin Department of Transportation (DOT) appeals a grant of summary judgment in favor of Chan Lee and C. Lee Development, LLC

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(collectively, Lee). The DOT contends that summary judgment should have been granted in its favor instead because (1) Lee failed to exhaust his administrative remedies before filing suit; and (2) the driveway at issue is not an irrevocable compensable property right but rather a temporary connection subject to permitting and revocation by the DOT. We reject the DOT's arguments and affirm.

¶2 Lee is the owner of commercial property located at 1851 East Moreland Boulevard and United States Highway (USH) 18 in Waukesha. There, he operates a business, JK Lee Black Belt Academy. The property has three driveway entrances: one on the north side from USH 18 and two on the south side from Paramount Drive.

¶3 In 2009, the DOT announced a project involving the reconstruction of USH 18 from Manhattan Drive in Waukesha to Interstate 94. As part of the project, Lee's USH 18 driveway connection will be removed for safety reasons. The DOT informed Lee of its intent to remove the driveway without eminent domain proceedings and the payment of just compensation.

¶4 A subsequent title search revealed that Lee's USH 18 driveway connection stemmed from a 1983 quit claim deed. That deed was drafted by the DOT and granted the previous owner of the property:

The right to one private driveway, to be constructed pursuant to the provisions of Section 86.07(2), Wisconsin Statutes, between USH 18 and the lands of the grantees

The purpose of this instrument is to authorize one private driveway in lieu of two residential access points reserved to the grantees in that certain instruments recorded in Volume 1037 of Deeds, page 133 as Document 653195 in the office

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of the Waukesha County Register of Deeds, which access points will be released by granters [sic] by deed.¹

¶5 Lee provided a copy of this quit claim deed to the DOT and asked it to reconsider its position. The DOT initially did so, pledging to compensate Lee for the “value associated with this access rights acquisition.” However, two years later, it reversed itself and reaffirmed its original intent to remove the driveway without eminent domain proceedings and the payment of just compensation.

¶6 On January 30, 2013, the DOT issued a formal notification of its intent to remove Lee’s USH 18 driveway connection. The notification explained, “Every driveway on the state highway system is there by permit whether or not the paperwork can be located. This letter is formal notice of the revocation of your driveway permit.” Lee sought review of the DOT’s decision.

¶7 Before the Division of Hearings and Appeals (DHA), Lee sought an adjudication that, due to the quit claim deed, his USH 18 driveway connection could not be taken without eminent domain proceedings and the payment of just compensation. The DOT objected, noting that the DHA had no authority to consider such an argument. The Administrative Law Judge (ALJ) agreed, explaining in relevant part:

In their brief in support of their motion, the petitioners state that the petitioner[s’] driveway access is granted by deed, not permit, and, therefore, is not revocable without providing just compensation to the petitioners. *If this was true, the petitioners are in the wrong forum.* The Division

¹ Consistent with this language, in another quit claim deed from 1983, the then-owner of the property (Western Development) surrendered to the DOT “[a]ll right of title or interest” it had in “two residential access points.” The “two residential access points” had been obtained by the previous owners of the property (William and Marjorie Fuchs) in a 1966 transaction with the DOT.

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has neither the statutory authority nor the expertise to interpret the provisions of the quit claim deed beyond any possible relevance to the Department's decision to revoke the driveway access permit referenced in the quit claim deed.

....

The petitioners' request for a hearing seeking a determination that the Department should be required to close the driveway access in compliance with the requirements of the eminent domain provisions of Chapter 32 of the Wisconsin Statutes is beyond the scope of the Division's authority.... (Emphasis added.)

¶8 Having been told that he was making his claim in the wrong forum, Lee did not see the administrative proceedings through to the end. Instead, he filed suit in the circuit court.² Lee eventually moved for summary judgment, seeking a declaration that the USH 18 driveway connection was an irrevocable compensable property right. The DOT responded with its own request for summary judgment.

¶9 Following briefing and a hearing on the matter, the circuit court granted summary judgment in favor of Lee on his declaratory judgment claim. The court declared that the driveway connection was "a valid property right ... pursuant to an irrevocable quit claim deed ... not a revocable permit." Accordingly, if the DOT wanted to remove the driveway, it needed do so in accordance with eminent domain proceedings and the payment of just compensation. This appeal follows.

² While Lee's civil suit was underway, the DHA proceedings continued. On the merits, the ALJ upheld the revocation of the driveway permit because Lee had reasonable alternative access to his property, and the existing driveway was "unnecessary and reduces traffic safety."

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¶10 We review a grant of summary judgment using the same methodology as the circuit court. *Green Spring Farms v. Kersten*, 136 Wis. 2d 304, 314-15, 401 N.W.2d 816 (1987). Summary judgment is proper when there are no genuine issues of material fact and one party is entitled to judgment as a matter of law. WIS. STAT. § 802.08(2) (2013-14).³

¶11 On appeal, the DOT contends that summary judgment should have been granted in its favor instead of Lee for two reasons: (1) Lee failed to exhaust his administrative remedies before filing suit; and (2) the driveway at issue is not an irrevocable compensable property right but rather a temporary connection subject to permitting and revocation by the DOT. We consider each argument in turn.

¶12 Judicial relief is generally denied until the parties have exhausted all of their administrative remedies. *See Nodell Inv. Corp. v. City of Glendale*, 78 Wis. 2d 416, 424, 254 N.W.2d 310 (1977). “The premise of the exhaustion rule is that the administrative remedy (1) is available to the party on [the party’s] initiative, (2) relatively rapidly, and (3) will protect the party’s claim of right.” *Id.*

¶13 Courts do not apply the exhaustion rule when they determine that the reasons supporting the rule are lacking. *Id.* at 425-26. For example, the rule does not apply where the administrative agency would not have afforded the party adequate relief because the agency did not have the authority to provide the remedy sought. *Id.* at 426. On this point, the case of *Fazio v. Department of*

³ All references to the Wisconsin Statutes are to the 2013-14 version.

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Emp. Trust Funds, 2002 WI App 127, 255 Wis. 2d 801, 645 N.W.2d 618 is instructive.

¶14 In *Fazio*, a plaintiff filed suit against the Department of Employee Trust Funds (DETF), alleging that the retention of a death benefit due her constituted unjust enrichment and a taking without just compensation contrary to the Wisconsin Constitution. *Id.*, ¶1. The circuit court dismissed the complaint on the ground that the plaintiff had not exhausted her administrative remedies. *Id.* This court reversed, concluding that the plaintiff “was not required to appeal to the DETF Board before filing [her] action because the Board did not have authority to decide [her] claims and grant the relief she seeks.” *Id.*⁴

¶15 Like the plaintiff in *Fazio*, Lee seeks relief that an administrative agency cannot provide. Indeed, the ALJ told Lee that he was making his claim in the wrong forum. Although the DOT submits that Lee might have prevailed on a different argument before the DHA (e.g., arguing that the revocation permit was a misapplication of the DOT’s police powers), such an argument presumes that the driveway was a temporary connection subject to permitting and revocation. It was Lee’s position that the driveway was an irrevocable compensable property right pursuant to the quit claim deed. Given his stance, Lee could only obtain relief from the circuit court.

⁴ The DOT suggests that *Fazio* may conflict with the Wisconsin Supreme Court’s decision in *Nick v. State Highway Commission*, 13 Wis. 2d 511, 109 N.W.2d 71 (1961), *reh’g denied*, 13 Wis. 2d 511, 111 N.W.2d 95 (1961). We disagree. In *Nick*, the court rejected a property owner’s attempt to substitute a circuit court action for her administrative remedy because the action “better adapted to her desire” for monetary compensation. *Id.* at 518a (citing *per curiam op.* on motion for rehearing). Aside from the owner’s stated preference, there was no suggestion that the administrative remedy was otherwise inadequate. By contrast, in *Fazio*, the administrative remedy was wholly inadequate because the agency lacked power to grant the plaintiff relief.

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¶16 The DOT also asserts that the circuit court's evaluation of Lee's claim would have been enhanced by a final decision from the DHA. It is true that "the process of agency review may provide a court with greater clarification of the issues if a matter is not resolved before the agency." *State ex rel. Mentek v. Schwarz*, 2001 WI 32, ¶8, 242 Wis. 2d 94, 624 N.W.2d 150. However, that is not the case here. As explained by the ALJ, the DHA did not have the authority or expertise to interpret the provisions of the quit claim deed and determine whether Lee possessed an irrevocable compensable property right to the driveway connection. We fail to see how the DHA's explanation of that lack of authority and expertise would have aided a reviewing court in resolving Lee's claim.

¶17 For these reasons, we decline to apply the exhaustion rule to this case. We therefore conclude that Lee was not required to exhaust his administrative remedies before filing suit in the circuit court.

¶18 We next address the driveway at issue and the merits of Lee's claim. As noted, Lee's USH 18 driveway connection stemmed from a 1983 quit claim deed. The deed was drafted by the DOT and granted the previous owner of the property the right to one private driveway to USH 18 in exchange for the release of two residential access points. Lee submits that the deed provides him with an irrevocable compensable property right. The DOT, meanwhile, maintains that the deed provides Lee with nothing more than a temporary driveway connection subject to permitting and revocation.⁵

⁵ In making this argument, the DOT concedes that it has not been able to locate a copy of the permit for the USH 18 driveway connection.

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¶19 The rules of contract construction apply to interpreting a deed, which “shall be construed according to its terms[.]” WIS. STAT. § 706.10(5); *see also Schorsch v. Blader*, 209 Wis. 2d 401, 409, 563 N.W.2d 538 (Ct. App. 1997). “We interpret contracts to give them common sense and realistic meaning.” *MS Real Estate Holdings, LLC v. Donald P. Fox Family Trust*, 2015 WI 49, ¶38, 362 Wis. 2d 258, 864 N.W.2d 83 (citation and internal quotation marks omitted). “[A]mbiguities are resolved against the drafter.” *Marlowe v. IDS Prop. Cas. Ins. Co.*, 2013 WI 29, ¶48, 346 Wis. 2d 450, 828 N.W.2d 812.

¶20 Reviewing the deed at issue, we are persuaded that it conveys to Lee an irrevocable compensable property right for two reasons. First, the deed is recorded as a quit claim deed, and quit claim deeds “pass all of the interest in or appurtenant to the land described which the grantor could lawfully convey....” WIS. STAT. § 706.10(4). Thus, whatever ownership rights the DOT possessed in the driveway connection in 1983 were conveyed to the previous owner of the property by virtue of this legal instrument.

¶21 Second, even if we were to look past the title of the deed, the language in it conveys “the right” to the private driveway and does not identify any condition, reservation, exception, or contingency upon which the owner’s access is encumbered, limited, or extinguished. *See* WIS. STAT. § 706.02(1)(c). As the drafting party, the DOT had the power to choose the words of the deed and

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explicitly make the driveway connection subject to permitting and revocation. It chose not to, and we will not rewrite the deed for it.⁶

¶22 Although we conclude that the DOT conveyed its rights to the USH 18 driveway connection via the 1983 quit claim deed, that does not mean that it cannot reacquire them. However, to do so, it will have to commence eminent domain proceedings and pay just compensation.

By the Court.—Judgment affirmed.

This opinion will not be published. See WIS. STAT. RULE 809.23(1)(b)5.

⁶ The deed does reference the permitting statute, WIS. STAT. § 86.07(2), in regard to the driveway's construction. However, we do not read this reference as subjecting the driveway itself to permitting and revocation. To the extent that the reference to § 86.07(2) creates an ambiguity in the deed, we resolve it against the drafter, DOT.

STATE OF WISCONSIN : CIRCUIT COURT : WAUKESHA COUNTY

CHAN LEE AND C. LEE DEVELOPMENT, LLC,

Petitioner-Plaintiff,

Case No. 13-CV-2177

v.

Hon. Patrick C. Haughney

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION,

FILED
IN CIRCUIT COURT

Respondent-Defendant.

AUG 15 2014

FINAL ORDER

WAUKESHA CO. WI
CIVIL DIVISION

CLERK OF CIRCUIT COURT
CIVIL DIVISION
2014 AUG -6 AM 10:04

WHEREAS, this matter came before the Court, the Honorable Patrick C. Haughney presiding, on July 24, 2014, on Petitioner-Plaintiff, Chan Lee and C. Lee Development's ("Plaintiff") Motion for Summary Judgment; and,

WHEREAS, the Court reviewed and considered the motion, briefs, affidavits and other supporting materials that were filed by the parties and the parties' oral statements at the hearing.

NOW THEREFORE, for the reasons stated by the Court on the record, it is hereby **ORDERED** that:

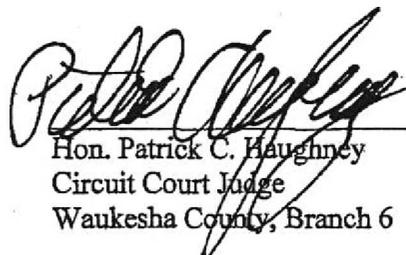
1. Plaintiff's Motion for Declaratory Judgment is granted.
2. The Court declares that Plaintiff has a valid property right to its existing driveway access point directly from USH 18 to Plaintiff's property located at 1851 East Moreland Blvd. in the City of Waukesha, which is pursuant to an irrevocable quit claim deed, signed on March 3, 1983 and recorded on May 13, 1983 in the Waukesha County Register's Office as document number 1213379, not a revocable permit.

SCANNED

3. The Court declares that if Defendant, Wisconsin Department of Transportation, wishes to acquire or close Plaintiff's said access point, it must do so in accordance with the eminent domain provisions of Chapter 32, WIS. STATS., including the payment of just compensation therefor.
4. Plaintiff's inverse condemnation claim under WIS. STAT. sec 32.10 is dismissed, without prejudice, as premature and unripe for review.

This is the final order of the Court from which an appeal may follow as a matter of right under Wis. Stat. § 808.03(1).

Ordered this _____ day of AUG 14 2014, 2014, at Waukesha, Wisconsin.



Hon. Patrick C. Haughney
Circuit Court Judge
Waukesha County, Branch 6

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STATE OF WISCONSIN : CIRCUIT COURT : WAUKESHA COUNTY
Branch #6

CHAN LEE and
C. LEE DEVELOPMENT, LLC,

Plaintiffs,

and

Case No. 13-CV-2177

STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION,

MOTION FOR SUMMARY JUDGMENT

Defendant.

TRANSCRIPT OF PROCEEDINGS

Date of hearing: July 24, 2014

HONORABLE PATRICK C. HAUGHNEY,
Circuit Court Judge, Presiding.

Christine L. Grauer,
Court Reporter.

FILED
IN CIRCUIT COURT

JUL 28 2014

WAUKESHA CO. WI
CIVIL DIVISION

2014 JUL 28 PM 2:21
CLERK OF CIRCUIT COURT
CIVIL DIVISION

APPEARANCES:

MR. NICHOLAS J. BOERKE and MR. CHARLES P. GRAUPNER

of MICHAEL BEST & FRIEDRICH, LLP, Attorneys at Law,
appearing on behalf of the Plaintiffs.

MS. SARA K. BEACHY, Assistant Attorney General with
the Wisconsin Department of Justice, appearing on behalf of
the Defendant.

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1 mean, it's our position that the DOT can not recharacterize
2 this quit claim deed as a permit and treat it as a permit.
3 And that, therefore, there has been a taking of an entire
4 property interest, all the interest that is included in that
5 deed, and they should proceed and award just compensation
6 based on the value of that interest.

7 THE COURT: Thank you. Ms. Beachy?

8 MS. BEACHY: Your Honor, I do believe that
9 the state's position has been adequately addressed in our
10 briefing to date. Our position is that in the 1990 -- 1966
11 and 1983 conveyances, the US 18 driveway entrance is subject
12 to Wisconsin's driveway permitting statutes, 86.07(2), and if
13 the US 18 driveway was permitted under that statute then it
14 can be revoked for safety reasons and administrative
15 revocation of that driveway permit and the closure of the
16 driveway is not a per se taking under any recognized
17 Wisconsin law entitling the owner to compensation.

18 THE COURT: Thank you. Some of the pertinent
19 background to this case. Aside from those 1966 issues and
20 1983 issues, what really got this lawsuit proceeding was
21 about five years ago, in 2009, the plaintiffs were informed
22 that the State of Wisconsin DOT intended to close Lee's
23 current access driveway from US Highway 18, also known in
24 this area as Moreland Boulevard where it is. The location
25 is about a mile and a half from the courthouse here. Lee

1 and DOT exchanged several letters of correspondence in the
2 following years between 2010 and 2012. It seems that they
3 started to get to the heart of the issue, that being whether
4 DOT could take away the access without payment. Part of
5 that turns upon whether it's as the defendant DOT says here
6 today and says in their briefs it was a revokable permit, or
7 as the plaintiff says here today and the plaintiff says in
8 their briefs it was a quit claim deed which grants
9 irrevocable access rights, in which case you have to go
10 through a different condemnation proceeding that also
11 involves compensation.

12 In accordance with Section 86.07(3),
13 plaintiff Lee requested that DOT's central office review the
14 regional office's decision. DOT then upheld the southeast
15 region's decision. In March of 2013, Lee appealed the DOT
16 decision to the Division of Hearing Examiners and Appeals as
17 is required by the Administrative Code. The Administrative
18 Law Judge issued a decision in August of 2013 indicating
19 that a key factual issue was whether or not the driveway
20 permit was ever issued. And whether or not the Division of
21 Hearing Examiners and Appeals, what authority they had to
22 conduct hearings related to such permits. The ALJ found
23 that there was no authority to determine whether DOT must
24 use the eminent domain provisions or whether the case with
25 the driveway as it exists was pursuant to a permit.

1 Lee then commenced this lawsuit. One of
2 the things that I look at is the language of the documents.
3 Going back to document number 653195, which was dated July
4 27th of 1965, that document talks about all existing future
5 or potential common law or statutory easements or rights
6 with access to the right of way and all of the abutting
7 remaining property, but it has some language in there that
8 says except the right of access to said highway from
9 abutting lands by means of two residential access points on
10 the south. Then what happened subsequent to that and with
11 the quit claim deed in 1983, the purpose of the instrument
12 was to release the grantor's rights of access to the two
13 residential properties, and what was recorded with the
14 Register of Deeds shows that what's in the language is to
15 reserve the grantor's one private driveway granted to them
16 by the quit claim deed signed on March 3rd of 1983.

17 So what happened back then, and this is
18 now commercial property, we ended up with one driveway, and
19 the plaintiff asserts today that the driveway is pursuant to
20 the quit claim deed, as I've already indicated is their
21 position. This court notes that the purpose of the
22 instrument was to authorize one private driveway in lieu of
23 the two residential access points that have been reserved to
24 the grantees.

25 I understand how there could be some

1 room for argument that while the quit claim deeds indicate
2 that Lee holds what appears to be an easement for the use of
3 the driveway, nonetheless, the driveway remains subject to
4 86.07(2), which allows the state to use its police powers to
5 revoke the right of access for safety reasons. Some of the
6 arguments of Lee seem to be that this quit claim deed would
7 prevent DOT under any circumstances from stopping the
8 private driveway -- I mean, we know that's not the case.
9 It's interesting to note one of these documents goes back to
10 1965 and 1966. In the early '60s, when I-94 was put through
11 this county, there were a number of arguments, including a
12 famous fight concerning a farm in Delafield that was cut in
13 half. Under eminent domain powers the Department of
14 Transportation does have the ability to obtain certain
15 property and to deny certain access.

16 What the court finds in this case -- and
17 the court is going to find for the plaintiff. The court
18 finds that this was not a revokable permit. The court finds
19 that the driveway that the plaintiffs Lee and Lee, LLC have
20 was pursuant to the quit claim deed. What this court finds
21 is that DOT may not close the driveway without following the
22 procedures that they would use with anyone else in terms of
23 taking an access point or taking property, etc. In other
24 words, to restate that, the DOT may not just say: We didn't
25 give you a quit claim deed, it was only a revokable permit,

1 and now we're taking it away. By way of example, one of the
2 jury trials in this county, not before me, but before
3 another judge that received a lot of attention both in the
4 legal community and in the local media, was when the
5 Pewaukee Mattress store's access point was taken at Capitol
6 Drive and Highway 164, I think at the time that was Highway
7 J but has since become moved from a county highway to a
8 state highway, access point was taken. There was a lawsuit,
9 a jury trial, in which the jury found for the property owner
10 as opposed to DOT.

11 So where we're at in this is that the
12 Department of Transportation may or may not decide to move
13 forward with the taking of the access point. If they do,
14 they have to follow all of the procedures and the plaintiff
15 has a right to contest those procedures. But they may not
16 take it by claiming this was a revokable permit. The court
17 finds it was not a revokable permit. That the plaintiff
18 retains rights pursuant to the quit claim deed.

19 The court finds that this is a final
20 order for purposes of appeal. In terms of whether DOT will
21 in the future abandon their attempt to take it or follow the
22 procedure is unknown and it's not part of this lawsuit.

23 Counsel, I'm going to have you draft an
24 order as a result of today's hearing. When can you submit
25 that under the five-day rule?

1 MR. BOERKE: I think two weeks would be
2 sufficient, your Honor.

3 THE COURT: Is it possible to get it in
4 sooner?

5 MR. BOERKE: Sure. I can get it in in a
6 week.

7 THE COURT: All right. The only reason I ask
8 is I'm finding that for whatever reasons, when people do
9 their negotiations or get busy, I'm now dealing with a
10 dispute over an order from March. And I appreciate that
11 everyone thinks my memory is so great, but it's not. And
12 then if it gets to you in a week, you'll be able to either
13 put your objections down, etc., and get them to me
14 promptly? Is that the case?

15 MS. BEACHY: Your Honor, I can appreciate
16 your concern for getting a prompt order in place that
17 accurately reflects the court's ruling; however, I'm leaving
18 tomorrow to go camping and I will be out of communication
19 until August 4th.

20 THE COURT: Good for you.

21 MS. BEACHY: I'm trying. I'm trying to get
22 away sometimes. But I apologize, I would not have -- be
23 able to --

24 THE COURT: That's fine. So you're back
25 when, on August 4th?

1 MS. BEACHY: Yes.

2 THE COURT: So Counsel, you can have until
3 August 8th to submit it. And then we'll give you time to
4 respond. Some of us suggested to another judge that he or
5 she maybe should go camping and get away and not take a cell
6 phone, so good for you.

7 Now, what I do -- is there any
8 clarification or any aspect of this lawsuit that I haven't
9 ruled on? I had intended on giving you a little more and
10 then as I boiled this down, I thought, no, this boils down
11 to an interpretation of the quit claim deeds, that's how I
12 interpret them, it's a question of law. Even the Appellate
13 Court can decide to review it *de novo*. So is there anything
14 from the plaintiff's perspective that you -- I haven't ruled
15 on or that you need clarified?

16 MR. BOERKE: Your Honor, I think the only
17 thing is whether the inverse condemnation lawsuit will move
18 forward. Inverse condemnation allows for us to bring a suit
19 when there's been a taking that we have not -- where the
20 condemnation procedures have not been followed. It was our
21 position that even though that access is open at this point
22 and they haven't closed it, it was imminent, so we brought
23 that suit. So I don't know if there needs to be further
24 clarification as to whether we will commence the inverse
25 condemnation proceedings.

1 THE COURT: I think you need to file a new
2 lawsuit.

3 MR. BOERKE: Okay. We will do that.

4 THE COURT: If they take it. And then this
5 one is closed out. That's what I intend by this ruling.
6 DOT need clarification or does DOT think with that
7 clarification I've given then -- it's not the way to
8 proceed, this lawsuit stays alive.

9 MS. BEACHY: No, I agree the clarification as
10 to the inverse condemnation is appropriate. And I
11 understand the court to be saying that at this time the
12 claim is not ripe or the claim is premature.

13 THE COURT: Correct. For all I know, DOT
14 isn't going to take it for ten years and I will be retired
15 by then.

16 MR. BOERKE: They could -- our concern would
17 be if they took it tomorrow and then our client would start
18 to be damaged as customers couldn't access the property,
19 which is why we filed it ahead of time. But --

20 THE COURT: I get what you're trying to do,
21 but I don't think that's the route to go.

22 MR. BOERKE: Okay, thank you.

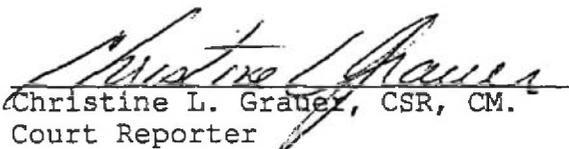
23 THE COURT: Thank you.

24 (Conclusion of proceedings
25 at 8:46 a.m. On 7/24/14.)

1 STATE OF WISCONSIN)
 2) SS.
 3 COUNTY OF WAUKESHA)

4 I, Christine L. Grauer, do hereby certify that
 5 I am the official reporter for Circuit Court Branch #6,
 6 Waukesha, Wisconsin; that as such reporter I made full and
 7 accurate stenographic notes of the foregoing proceedings and
 8 transcribed same with the aid of a computer-aided
 9 transcription system and certify that the foregoing
 10 transcript is a true and correct transcript of the
 11 proceedings at said time.

12 Dated at Waukesha, Wisconsin, this 28th day of
 13 July, 2014.

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 16 Christine L. Grauer, CSR, CM.
 17 Court Reporter

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STATE OF WISCONSIN

CIRCUIT COURT

WAUKESHA COUNTY

CHAN LEE AND C. LEE DEVELOPMENT, LLC,

Petitioner-Plaintiff,

v.

Case No: 13-CV-2177

Unclassified - Civil: 30703

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION,

Respondent-Defendant.

14 FEB - 4 AM 9:55
FILED
IN CIRCUIT COURT
CIVIL DIVISION

AFFIDAVIT OF CHARLES P. GRAUPNER

FEB 04 2014

WAUKESHA CO. WI
CIVIL DIVISION

I, Charles P. Graupner, being duly sworn, depose and state as follows:

1. I am a partner at Michael Best and Friedrich LLP and one of the attorneys representing Petitioner-Plaintiff, CHAN LEE AND C. LEE DEVELOPMENT, LLC ("Lee").
2. Exhibit M, attached, is an identical copy of original title insurance schedules showing Lee as fee simple owner of the property known as 1851 E. Moreland Boulevard, Waukesha, Wisconsin (the "Subject Property").
3. Exhibit A, attached, is an authentic copy of the original Quitclaim Deed, signed on March 3, 1983 and recorded on May 13, 1983, conveying access via a private driveway from USH 18 to the Subject Property from the STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION ("DOT") to Lee's predecessor in interest.
4. Exhibit B, attached, is a true copy of another quitclaim deed, signed April 29, 1983 and also recorded May 13, 1983, conveying rights of use to two other access points from Lee's predecessor to DOT, but "reserving to the grantors one private driveway granted to them by quit claim deed signed March 3, 1983."

5. Exhibit C, attached, is an authentic copy of the original letter to Bruce Barnes, then the Project Manager for DOT, dated May 20, 2010, explaining that the access DOT intended to acquire had been granted by Quitclaim Deed and could not be acquired without compliance with Chapter 32 of the WISCONSIN STATUTES.

6. Exhibit D, attached, is an authentic copy of the original letter from Mr. Barnes, dated June 9, 2010, indicating that because it was granted by Quitclaim Deed, DOT would *not* close Lee's access under "permitting/police power" and that "the value associated with this access rights acquisition will be provided by WisDOT to the owner of the subject property in form of compensation . . . as part of its upcoming appraisal & real estate process."

7. Exhibit E, attached, is an authentic copy of the original letter and attachments from DOT, dated August 22, 2012, in which DOT reneges on its previous commitment to provide just compensation for the value associated with Lee's property rights.

8. Exhibit F, attached, is an authentic copy of the original letter and attachments as sent to DOT, dated September 5, 2012, officially objecting to DOT's decision to acquire Lee's access without just compensation.

9. Exhibit G, attached, is an authentic copy of the original letter from DOT, dated January 30, 2013, affirming its intent to acquire Lee's access rights without just compensation.

10. Exhibit H, attached, is an authentic copy of my original letter and attachments dated February 7, 2013 to DOT officially requesting review and appealing DOT's decision to acquire Lee's access without just compensation.

11. Exhibit I, attached, is an authentic copy of the original letter from DOT to Lee, dated March 15, 2013 upholding the DOT's Southeast Regional Office's decision to acquire Lee's access rights to the Subject Property without compensation.

12. Exhibit J, attached, is an authentic copy of the original letter from Lee's attorneys formally appealing DOT's decision to the Division of Hearings and Appeals ("DHA"), as required by WISCONSIN ADMINISTRATIVE CODE Ch. HA 1, but maintaining that DOT's proposed acquisition of Lee's access constitutes a taking, which requires just compensation under the eminent domain provisions of Chapter 32, Wis. STATS.

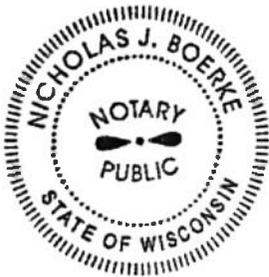
13. Exhibit K, attached, is an authentic copy of the original letter from Administrative Law Judge Kaiser setting a briefing schedule for competing motions by the parties.

14. Exhibit L, attached, is an authentic copy of the original August 27, 2013 Ruling by Administrative Law Judge Kaiser holding that "a key factual issue is whether a permit was ever issued" and that because DHA may only grant relief "[t]o the extent the driveway exists pursuant to a permit . . . the [DHA] has neither the statutory authority nor the expertise to interpret the provisions of the quit claim deed" and Lee "is in the wrong forum" for this issue.

Dated this 3rd day of February, 2014.

Charles P. Graupner

 Charles P. Graupner, Esq.



Subscribed and sworn to before me this
 3rd day of February, 2014.

Nicholas J. Boerke

 Notary Public, State of Wisconsin
 My Commission expires *12/31/2015*

Exhibit A

1213379
12/13/83

DOCUMENT

QUIT CLAIM DEED
STATE OF WISCONSIN - FORM 150
THIS SPACE RESERVED FOR EXCESSING DATA
REGISTER'S OFFICE
WAUKESHA COUNTY, WIS.] SS
REC'D 11 011

1983 MAY 13 AM 10:44

TEL 542-1009

H. L. Fiedler
REGISTER OF DEEDS

1213379

RECORD TO BE 542 PAGE 1009

Dave
H. L. Fiedler

THIS INSTRUMENT, Made by State of Wisconsin, Department of Transportation, Division of Highways and Transportation Facilities.

grantee Western Development, a limited partnership,

of Waukesha County, Wisconsin, for the specific consideration of mutual benefit

the following tract of land is Waukesha County, State of Wisconsin:

The right to one private driveway, to be constructed pursuant to the provisions of Section 86.07(2), Wisconsin Statutes, between USH 18 and the lands of the grantees located on the southerly side of said USH 18, in the southwest one-quarter of the northeast one-quarter of Section 36, 7TH, R19E, City of Waukesha. Said private driveway is subject to all local zoning ordinances and restrictions.

The purpose of this instrument is to authorize one private driveway in lieu of the two residential access points reserved to the grantees in that certain instrument recorded in Volume 1037 of Deeds, page 133 as Document No. 653195 in the office of the Waukesha County Register of Deeds, which access points will be released by granters by deed.

MAY 13 1983

11:30-4 AM 9:53

CLERK OF CIRCUIT COURT
CIVIL DIVISION

IN WITNESS WHEREOF, the said grantor he do hereunto set his hand and seal this 3rd day of March, A. D. 19 83.

SIGNED AND SEALED IN PRESENCE OF

Barbara R. Jurewicz
Barbara R. Jurewicz

Linda R. Himsel
Linda R. Himsel

H. L. Fiedler (SEAL)
H. L. Fiedler, Administrator
Division of Highways and
Transportation Facilities (SEAL)
(SEAL)
(SEAL)

12/13/83

STATE OF WISCONSIN,
Dane County,

Personally came before me, this third day of March, A. D. 19 83, the above named H. L. Fiedler, Administrator, Division of Highways and Transportation Facilities

to me known to be the person who executed the foregoing instrument and acknowledged its contents.



NOTARY SEAL

Lloyd S. Kopp
Lloyd S. Kopp

Notary Public State of Wisconsin

My Commission Expires Nov. 10, 1985

This instrument drafted by
Department of Transportation
Project 1016-1(28)
Form 150

Notations that all of the Wisconsin Statutes provide that all instruments to be recorded shall have clearly printed or typewritten thereon the name of the instrument.

Exhibit B

199
12/13/83

199
A

DOCUMENT.

QUIT CLAIM DEED
STATE OF WISCONSIN - FORM 113
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
WISCONSIN

1983 MAY 13 AM 10:43
542 PAGE 1068

REGISTER OF DEEDS
1213378

THIS INSTRUMENT, Made by Western Development, a limited partnership 1213378

grantor of Waukesha County, Wisconsin, hereby quit-claims to State of Wisconsin, Department of Transportation, Division of Highways and Transportation Facilities

for consideration of mutual benefits.

the following tract of land in Waukesha County, State of Wisconsin:

RETURN TO

REEL 542 PAGE 1068

All right of title or interest the grantors may have in any right of access between USH 18 and the lands of the owners located on the southerly side of said USH 18 in the southwest one-quarter of the northwest one-quarter Section 16, T7N, R19E, CITY of Waukesha.

The purpose of this instrument is to release the grantor's rights of access to the two residential access points allowed in that certain instrument as recorded in Volume 1037 of Deeds, page 133, as Document No. 653195 in the office of the Waukesha County Register of Deeds, but reserves to the grantors one private driveway granted to them by a quit claim deed signed March 3, 1983.

MAY 13 1983

IN WITNESS WHEREOF, the said grantor S by VE bereavely set THEIR hand S and seal S this 29th day of April, A. D., 19 83.

SIGNED AND SEALED IN PRESENCE OF

Daniel J. Vandor Sandoz (SEAL)
Edward J. Walkowiak (SEAL)
Edward J. Walkowiak (SEAL)
Robert W. Karitzke (SEAL)
Robert W. Karitzke (SEAL)

1213378

STATE OF WISCONSIN,

Waukesha County.

Personally came before me, this 29th day of April, A. D., 19 83

the above named Daniel Vandor Sandoz, Edward J. Walkowiak and Robert Karitzke

to me known to be the person S who executed the foregoing instrument and acknowledged the same.



Richard W. Barlow
RICHARD W. BARLOW

Notary Public Waukesha County, Wis.

My Commission (Expires) 5-27-84

This instrument drafted by
Department of Transportation
Project T016-1(28)
Parcel #6

(Section 25.02 (4) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantor, grantee, and attorney.)

EXHIBIT
B

STATE OF WISCONSIN CIRCUIT COURT WAUKESHA COUNTY

FILED

IN CIRCUIT COURT

CHAN LEE and
C. LEE DEVELOPMENT, LLC,

MAR 13 2014

Petitioners-Plaintiffs,

WAUKESHA CO. WI
CIVIL DIVISION

v.

Case No. 13-CV-2177

STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION,

Respondent-Defendant.

CLERK OF CIRCUIT COURT
CIVIL DIVISION
2014 MAR 13 AM 10:22

AFFIDAVIT OF GREGORY A. PAYNE

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

GREGORY A. PAYNE, being first duly sworn on oath, deposes and says:

1. I am an adult resident of Dane County, Wisconsin. I make this affidavit on the basis of my personal knowledge and review of WisDOT records.

2. I have been employed as a Project Development Engineer in the Project Development Section of the Southwest Region of the Wisconsin Department of Transportation ("WisDOT" or "State") in Madison, Wisconsin since November of 2013. I previously held the position of Access Management Engineer in the Southeast Region of WisDOT in Waukesha.

3. I have a Bachelor's of Science degree in Civil Engineering from the University of Wisconsin-Madison. From May 2011 to May 2012, I was a student engineer in training with WisDOT. I held the position of Access Management Engineer from approximately June 2012 until November 2013, when I transferred to my current position.

SCANNED

Pet'r App. 028

14

1

4. As an Access Management Engineer, my job responsibilities included reviewing project development plans for access recommendations such as driveway modifications, median closures, turn-lane improvements, and general access concerns. As a Project Development Engineer, my responsibilities include assisting the development of highway improvement projects in accordance with the established facilities development process and providing engineering decisions that impact the planning, design, construction, maintenance and operation of transportation facilities.

5. My training and experience qualifies me to read and understand conveyances and other recorded documents such as deeds, surveys, and site plans.

6. I am familiar with the property located at 1851 East Moreland Boulevard and owned by Chan Lee and C. Lee Development, LLC ("Lee property") and the USH 18 driveway that are the subject of this lawsuit.

7. In the course of my employment with WisDOT, I have knowledge of and access to WisDOT records relating to highway improvement projects, including the USH 18/East Moreland Boulevard improvement project in the vicinity of the Lee property.

8. I have visited the Lee property, reviewed WisDOT records pertaining to the property, and testified at the driveway revocation proceedings before the Wisconsin Division of Hearings and Appeals Case No. TR-13-0006.

9. Attached are true and correct copies of the following documents maintained in WisDOT files:

- a. Exhibit A (1 page): Aerial Overview of Lee property from Google.

- b. Exhibit B (3 pages): Certified Survey Map 4430 ("CSM") recorded November 4, 1983, in the Waukesha County Register of Deeds as Document No. 1235656.
- c. Exhibit C (1 page): Site Plan for a proposed commercial use of the Lee property by Curtis Mathes Home Entertainment Center, stamped and approved by the Wisconsin Department of Industry, Labor, and Human Relations on December 5, 1983.
- d. Exhibit D (3 pages): Aerial photographs from the Waukesha County GIS System depicting the Lee property and the surrounding area in 1980, 1990, and 2010, respectively.
- e. Exhibit E (2 pages): Award of Damages for the Lee property recorded in the Waukesha County Register of Deeds on January 6, 1966 as Document No. 653195 at Vol. 1037, Page 133.
- f. Exhibit F (2 pages): Warranty Deed conveying Lot 1 of Certified Survey Map No. 4430 from Robert J. Stark and Karen J. Stark to C. Lee Development, LLC recorded in the Waukesha County Register of Deeds on September 4, 2001.
- g. Exhibit G (5 pages): Aerial photographs from the Wisconsin Department of Transportation Surveying and Mapping Section in 1980, 1982, 1984, 1984, 1989.

10. The aerial overview in Exhibit A is a true and accurate depiction of the Lee property as it generally appears today. The red lines show the approximate boundary lines of the Lee property.

11. As shown in Exhibit A, the Lee property has three driveway entrances: one from USH 18 and two from Paramount Drive. Paramount Drive is accessible from USH 18 via Gateway Drive, as well as other connecting streets in the area.

12. The USH 18 driveway provides "right-in," ingress-only access to the Lee parking lot for eastbound vehicles along USH 18. All westbound vehicles on USH 18 must turn left on Gateway Drive and enter the parking lot from the Paramount Drive driveway. Because the USH 18 driveway is ingress-only, all vehicles exiting the Lee property must exit from the Paramount Drive driveway.

13. As of this date, WisDOT has not actually closed the USH 18 driveway entrance.

14. After closure of the USH 18 driveway entrance, the property will still have the two driveway entrances on Paramount Drive. Drivers will access the property from Paramount Drive via Gateway Drive, as westbound vehicles always have, or other connecting streets.

15. As also shown in Exhibit A, the USH 18 driveway apron (i.e. the throat or entrance) is located outside of the Lee property boundaries in highway right-of-way. Therefore, WisDOT will not need to enter onto the Lee property in order to actually close the driveway entrance. That work can be completed on highway right-of-way that WisDOT already owns or controls.

16. On the CSM recorded November 4, 1983, and shown in Exhibit B, Lot 1 is the Lee property. Exhibit B contains this note:

Vehicular ingress from U.S.H. "18" to Lot 1 is permitted but vehicular egress to U.S.H. "18" is prohibited.

17. The Site Plan approved December 5, 1983, and shown in Exhibit C contains this note, with an arrow pointing to the USH 18 driveway entrance:

THIS DRIVEWAY WILL BE TERMINATED AND THE AREA RESTORED TO ITS ORIGINAL CONDITION WHEN PARAMOUNT DRIVE IS EXTENDED.

(See Ex. C, capitalization in original.)

18. The USH 18 driveway was constructed as it exists today at some point between November 12, 1984, and April 16, 1985. (See Ex. G at 3-4.)

19. By 1980, construction on Paramount Drive had commenced. (See Ex. D at 1; Ex. G at 1.) By 1990, Paramount Drive was extended to the East-Side Bypass. (See Ex. D at 2; Ex. G at 5.) By 2010, Paramount Drive was extended to reach East Main Street. (See Ex. D at 3.)

20. Lee acquired the property in 2001 subject to the approved and recorded documents noted above. (See Ex. F.)

21. In 2008, DOT received an Access Management Plan prepared by R.A. Smith National, recommending certain changes to USH 18 in light of established access management principles, safety, and highway operations. After consideration of those recommendations and an internal review, WisDOT made the decision to close Lee's USH 18 driveway entrance.

22. WisDOT revoked the USH 18 driveway for safety reasons pursuant to the administrative procedures in Wis. Stat. §§ 86.07(2)-86.073. WisDOT regional permit coordinator, Andrew Maxwell, issued a formal driveway revocation notice in a letter dated January 30, 2013.

23. Although no driveway permit could be located for the Lee property, all driveway entrances and other use of public right of way for personal use is permissive. See Wis. State. § 86.07(2)-86.073. In addition, Exhibits B and C suggest that the USH 18 driveway entrance is temporary and is terminable after extension of Paramount Drive, which has now occurred.

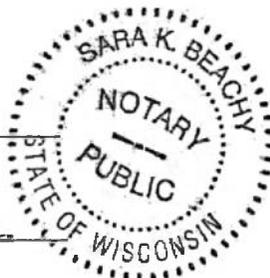
Gregory A. Payne
GREGORY A. PAYNE

Subscribed and sworn before me
on March 11, 2014

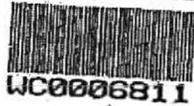
S. K. Beachy

Notary Public, State of Wisconsin

My commission is/expires: Perm.



FORM NO. 985 A



1235656

Page 1 of 3

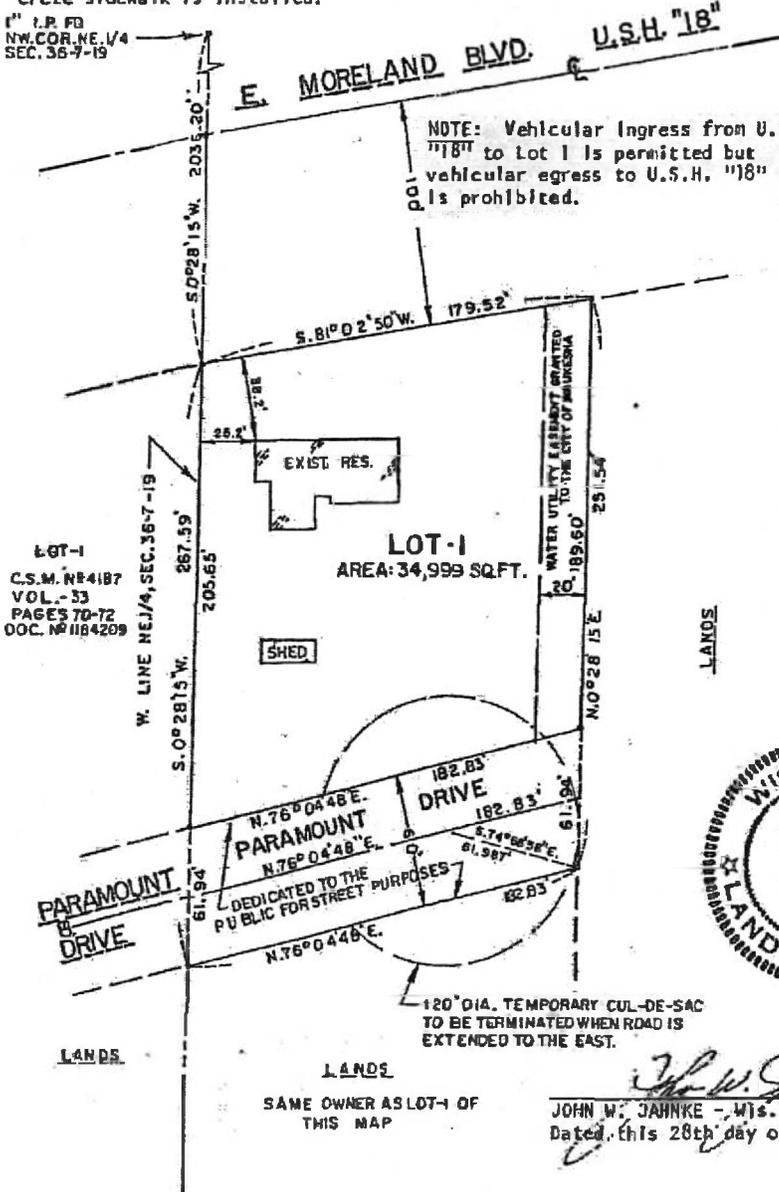
CERTIFIED SURVEY MAP NO. 4420
Part of the SW 1/4 of the NE 1/4 of Section 36, T7N, R19E
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

LEGEND: o Iron pipe 24" x 1" dia.
1.13+ lbs. per lin. ft.

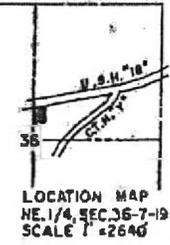
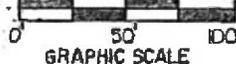
NOTE: There shall be a 10' wide temporary
slope easement across the land adjacent to
E. Moreland Blvd. & Paramount Drive. Said
easement shall be in effect until the con-
crete sidewalk is installed.

REFERENCE MERIDIAN: The west line of the
Northeast Quarter (NE 1/4) of Section 36
is used as the Reference Meridian and has
a bearing of North 0°28'15" East
(assumed).

1" I.P. FD
NW COR. NE 1/4
SEC. 36-7-19



NOTE: Vehicular Ingress from U.S.H. SCALE 1"=60'
"18" to Lot 1 is permitted but
vehicular egress to U.S.H. "18"
is prohibited.



LOT-1
C.S.M. N#4187
VOL. - 33
PAGES 70-72
OCC. N# 1184209

LOT-1
AREA: 34,999 SQ.FT.



120" DIA. TEMPORARY CUL-DE-SAC
TO BE TERMINATED WHEN ROAD IS
EXTENDED TO THE EAST.

SAME OWNER AS LOT-1 OF
THIS MAP

John W. Jahnke
JOHN W. JAHNKE - Wis. Reg. No. 5-917
Dated this 28th day of September, 1983.

OWNERS: WESTERN DEVELOPMENT, A PARTNERSHIP

Instrument drafted by John W. Jahnke

PS Pewaukee 1575

185

8

Pet'r App. 034

FORM NO. 985-A
MCM

CERTIFIED SURVEY MAP NO. _____
Part of the SW 1/4 of the NE 1/4 of Section 36, T7N, R19E
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, John W. Jahnke, registered land surveyor, being duly sworn of oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

All that part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Town 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northeast Quarter (NE 1/4); thence South 0°28'15" West along the west line of said Northeast Quarter (NE 1/4) 2036.20 feet to the south right-of-way line of East Moreland Boulevard (U.S.H. "18"), the place of beginning of the lands hereinafter described; thence continuing South 0°28'15" West along the west line of said Northeast Quarter (NE 1/4) 267.59 feet; thence North 76°04'48" East 182.83 feet; thence North 00°28'15" East 251.54 feet to the south line of said East Moreland Boulevard; thence South 81°02'50" West along said south right-of-way line 179.52 feet to the place of beginning; containing a gross area of 1.05526 acre of land.

DEDICATING the 60 feet right-of-way as shown.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and the map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the City of Waukesha in surveying, dividing and mapping the same.

John W. Jahnke
JOHN W. JAHNKE--Wis. Reg. No. S-917



STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss

The above certificate subscribed and sworn to me this 28th day of September, 1983.
My commission expires September 22, 1985.

Jerome G. Wegner
JEROME G. WEGNER - NOTARY PUBLIC

OWNERS CERTIFICATE:

As owners, we hereby certify that we caused the land described on this map to be surveyed, divided and mapped as represented on this map. Consent is also given for the road dedication.

WESTERN DEVELOPMENT, A PARTNERSHIP
Robert Kabitzke
ROBERT KABITZKE - GENERAL PARTNER

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss

Personally came before me this 6th day of October, 1983, the above named ROBERT KABITZKE, to me known to be the person who executed the foregoing instrument and acknowledged the same.
My commission expires 5-27-94.

Richard W. Marlow
NOTARY PUBLIC - RICHARD W. MARLOW

Instrument drafted by John W. Jahnke

PS Waukesha 1575

GENERAL SPECIFICATIONS:

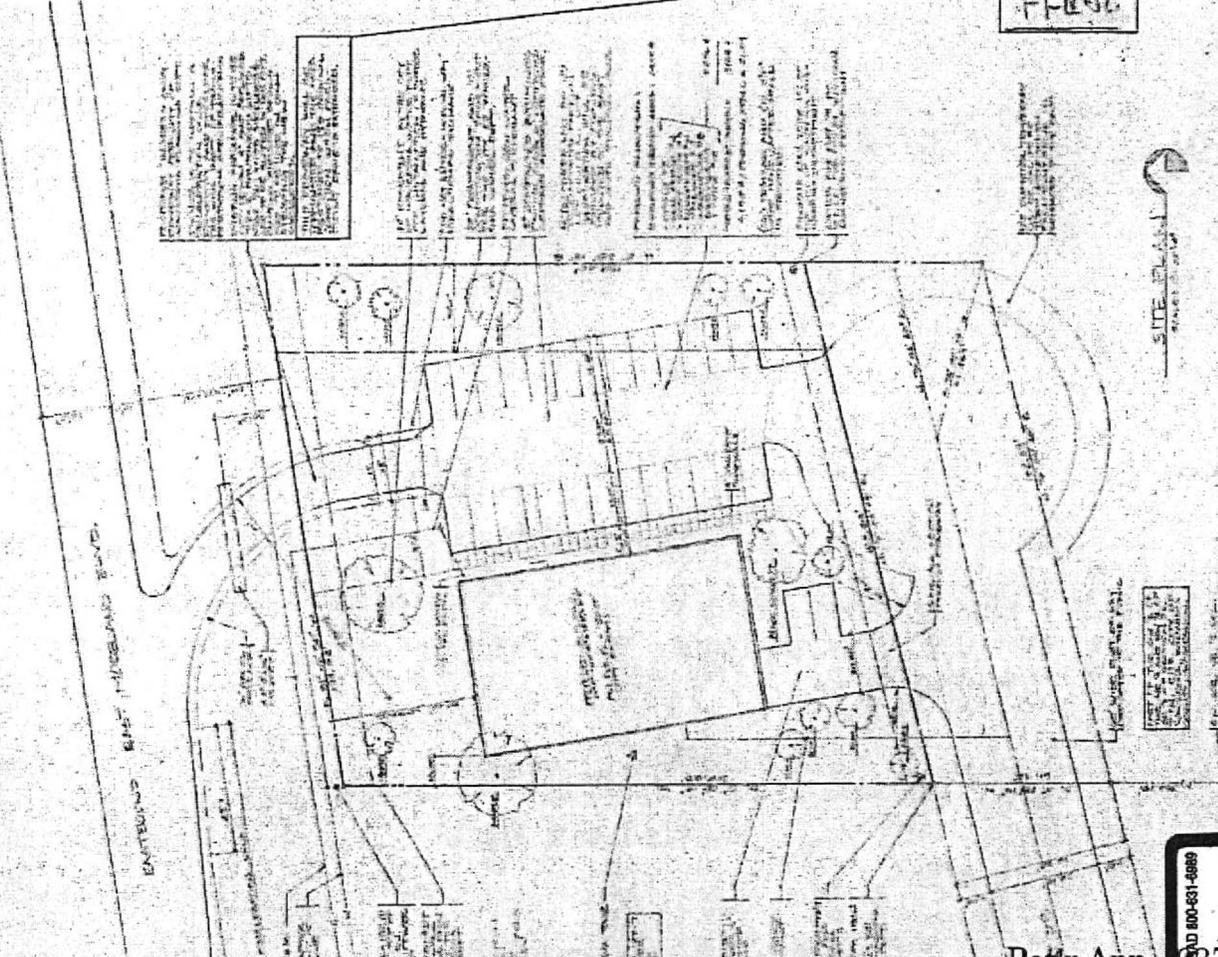
1. ALL WORK SHALL COMPLY WITH STATE AND LOCAL ORDINANCES, CODES, AND REGULATIONS.
2. EX. EXCISES - 5% OF BASE (INCLUSIVE).
3. CONCRETE - SEE SPECIFICATIONS ON FOUNDATION PLAN SHEET.
4. CONCRETE REINFORCING BARS - ASTM A63 71" @ 20" P.C.I. MIN. YIELD.
5. CONCRETE BARS REINFORCING - ASTM A-108-04.
6. CONCRETE BLOCK - PER MIL. MIN. COMB. SPECIFICATIONS. (TYPE "N" MORTAR)
7. BLOCKS TO BE SMOOTH SURFACES.
8. STEEL:
 - 8.1. WELDED BEAMS 50,000 P.S.I. MIN. YIELD
 - 8.2. STRUCTURAL SHAPES 50,000 P.S.I. MIN. YIELD
 - 8.3. PLATES & SHEETS 50,000 P.S.I. MIN. YIELD
 - 8.4. CHANNELS 50,000 P.S.I. MIN. YIELD
 - 8.5. BRIMS 50,000 P.S.I. MIN. YIELD
 - 8.6. SHEETS 50,000 P.S.I. MIN. YIELD
 - 8.7. SHEETS 50,000 P.S.I. MIN. YIELD
 - 8.8. SHEETS 50,000 P.S.I. MIN. YIELD
 - 8.9. SHEETS 50,000 P.S.I. MIN. YIELD
 - 8.10. SHEETS 50,000 P.S.I. MIN. YIELD
9. TYPE OF CONSTRUCTION "METAL FRAM" APPROXIMATE (NO. 01).
10. ELECTRICAL, HEATING, VENTILATING, AND PLUMBING WORK WILL BE SUBMITTED SEPARATELY.
11. ANY TRADE THAT FEELS IT NECESSARY TO SUBMIT ANY COMMENT FROM STRUCTURAL STEEL DRAWING MUST CONSULT WITH MASONRY BUILDING SYSTEMS INC. PRIOR TO INSTALLING SAME.

DRAWING INDEX:

- A1 SITE PLAN, SPECIFICATIONS & EXCISES INDEX
- A2 GRADING & LANDSCAPE PLAN
- A3 FOUNDATION PLAN & DETAILS
- A4 FLOOR PLAN, MECHANICAL PLAN & CEILING PLAN
- A5 ARCHITECTURAL ELEVATIONS
- A6 WALL SECTION
- A7 REFLECTED CEILING PLAN
- A8 ROOM & ELEV. SCHEDULES
- 41 EXTERIOR FINISHES & DETAILS
- 42 EXTERIOR FINISHES & DETAILS
- 43 EXTERIOR FINISHES & DETAILS
- 44 EXTERIOR FINISHES & DETAILS
- 45 EXTERIOR FINISHES & DETAILS
- 46 EXTERIOR FINISHES & DETAILS
- 47 EXTERIOR FINISHES & DETAILS
- 48 EXTERIOR FINISHES & DETAILS

REVISED
BUILDING PLANS
Conditionally
APPROVED
DATE: 11-11-14
BY: [Signature]

THIS DRAWING WILL BE
TERMINATED AND THE AREA
RESERVED TO ITS DESIGNER
CONSTRUCTION WHEN PAPER
SPECIFICATION IS EXTENDED.



SITE PLAN
SCALE: 1/8" = 1'-0"

800-861-6886
EXHIBIT
C

*See Auto Claim Book in P-542 D-1867
See Auto Claim Book to please right of access in P-542 D-1868*

Form R-O-106-62

DOCUMENT NO.

653195

AWARD OF DAMAGES
BY STATE HIGHWAY COMMISSION OF WISCONSIN
Section 86.09(2)

This award of damages is made pursuant to a relocation order of the State Highway Commission of Wisconsin, dated July 27, 1955, and filed in the office of the County Clerk of Waushara County, for the improvement of U. S. Highway 18, in Waushara County.

The State of Wisconsin has determined it necessary to acquire for the purpose set forth in and in accordance with said relocation order, a parcel of real estate, and/or rights therein, as hereinafter set forth, in and to which the following persons have an interest: Kullian E. Fuchs and

Marjorie T. Fuchs, his wife

The interest required by this award is for

Fee title in and to the following tract of land in Waushara County, Wisconsin, described as:

Part of the southwest one-quarter of the northeast one-quarter of Section 36, Township 7 North, Range 19 East, described as follows:

Begin at a point in the west line of said northeast one-quarter which is 1941.67 feet South 0° 29' 10" East of the northwest corner of said northeast one-quarter; thence North 86° 28' 59" East 177.53 feet along the former centerline of U. S. Highway 18; thence South 0° 29' 10" East along the east property line of the owner 79.11 feet; thence westerly to the west line of said northeast one-quarter; thence North 0° 29' 10" East 96.11 feet to the point of beginning.

The parcel contains approximately 0.17 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Also all existing future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as United States Highway 18 and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway:

That land of the owner in the westerly 177.53 feet of said southwest one-quarter of the northeast one-quarter.

Except the right of access to said highway from abutting lands by means of two residential access points on the south side of the highway pursuant to the provisions of Section 86.07(2), Wisconsin Statutes. Said access points to be used for residential purposes only; such right to continue only so long as used for said purposes.

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Parcel 6



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Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on March 1, 1966

The State Highway Commission of Wisconsin, having complied with all jurisdictional requirements pursuant to law hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of Two thousand Seven hundred Twenty-five and no/100

Dollars (\$2,725.00), for the acquisition of said parcel of real estate and/or interests therein as hereinafter set forth.

RECEIVED FOR RECORD

DAY OF _____

A.D. 19 _____ AT _____

O'CLOCK _____ M. AND RECORDED IN VOL. _____

OF _____ PAGE _____

REGISTER OF DEEDS

COUNTY _____

STATE HIGHWAY COMMISSION OF WISCONSIN

By [Signature] Secretary

Pursuant to authority granted by motion duly made, seconded, and adopted this 22nd day of December, 1965

This instrument was drafted by the State Highway Commission of Wisconsin, Parcel No. 6

Project T 016-1(28)

REGISTRAR'S OFFICE } ss 653195

WISCONSIN Co., Wis. No. _____

RECEIVED FOR RECORD THE 22nd DAY

JANUARY A. D. 1966 AT 10:30

O'CLOCK _____ M. AND RECORDED IN VOL. 1037

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[Signature]

[Handwritten notes]

1/25/66

5-31-66

Handwritten scribbles or marks.



