

EMINENT DOMAIN AGREEMENT

THIS EMINENT DOMAIN AGREEMENT (this “*Agreement*”) is entered into as of the date last written below (the “*Effective Date*”) by and between **SLINGER CHEESE, LLC** (“*Slinger Cheese*”) and the **CITY OF WAUWATOSA** (the “*City*”).

RECITALS

- A. Slinger Cheese is the owner of certain property located at 1441 N. Mayfair Road, Wauwatosa, WI (the “*Property*”).
- B. Slinger Cheese desires to develop and construct a hotel (Staybridge Suites) and restaurant building on the Property and, through its agents, applied for a Planned Unit Development.
- C. On October 15, 2019, the City Common Council adopted Resolution R-19-166 approving Planned Unit Development final plans for the Property, subject to certain conditions.
- D. As a condition to the Planned Unit Development final plans approval, the City is requiring Slinger Cheese to dedicate a cul-de-sac right of way (“*Cul-de-sac*”) legally described on Exhibit A attached hereto and incorporated by reference, facilitate and not contest the condemnation process, pay the City’s costs as part of the condemnation process, and waive all payments to which it would otherwise be entitled under Chapter 32 of the Wisconsin Statutes prior to issuing building permits, unless such timing is waived by the City Attorney.
- E. Slinger Cheese has agreed to dedicate the Cul-de-sac and deliver possession of the Cul-de-sac to the City to satisfy the City’s condition of approval on an “AS-IS, WHERE IS” basis, and agrees not to contest the condemnation process and to waive its right to compensation pursuant to the agreements and covenants set forth below.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals above are true and accurate and are incorporated by reference into this Agreement.

2. Waiver of Appraisal and Compensation. Having been fully informed of the right to have the Property appraised and to receive just compensation based upon an appraisal, Slinger Cheese acknowledges and states that the decision to dedicate the Property and waive its rights to an appraisal and just compensation was made without any undue influence or coercive action of any nature, and that the rights to an appraisal and to just compensation are hereby waived.

3. Waiver of Rights Under Ch. 32, Wis. Stats. Slinger Cheese, being represented and advised by counsel, does hereby confirm and acknowledge that it hereby waives all possible further or additional claims against the City for the dedication of the Cul-de-sac, for rights pursuant to sec. 32.05(8), Wis. Stats., and for relocation and related benefits, including, but not limited to, the following: (a) any right to a certificate of compensation or to appeal for additional compensation pursuant to sec. 32.05(2a), Wis. Stats.; (b) any rights pursuant to sec. 32.05(8), Wis. Stats.; (c) any right to relocation and related benefits pursuant to sec. 32.185 et. seq., Wis. Stats., and Wis. Admin. Code Adm 92; and (d) any other rights under Chapter 32, Wis. Stats. or Wis. Admin. Code Adm 92 relating to this dedication.

4. Dedication and Transfer of Cul-de-sac. Slinger Cheese will dedicate the Cul-de-sac to the public for road purposes and transfer title of the Cul-de-sac to the City within a reasonable time of the Effective Date and upon the City providing all necessary transfer of title documents to Slinger Cheese.

5. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

6. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. All counterparts hereof shall collectively constitute a single agreement.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties have executed this Eminent Domain Agreement as of the day and year set forth above.

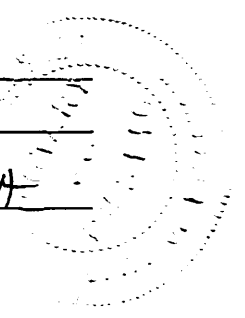
SLINGER CHEESE, LLC

By: Ajit S. Wadia
Name: AJIT S. WADIA
Title: member

STATE OF WISCONSIN)
)SS.
COUNTY OF MILWAUKEE)

Personally came before me this 29 day of March, 2023, the above-named Ajit Wadia, to me known to be the member of Slinger Cheese, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Alan Kesner
Print name: Alan Kesner
Notary Public, State of Wisconsin.
My Commission: is permanent



IN WITNESS WHEREOF, the parties have executed this Eminent Domain Agreement as of the day and year set forth above.

CITY OF WAUWATOSA

By: _____
Name: Dennis McBride
Title: Mayor

ATTEST:

By: _____
Name: Steven Braatz
Title: City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2023, the above-named Dennis McBride and Steven Braatz, to me known to be the Mayor and City Clerk, respectively, of the City of Wauwatosa, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public
Milwaukee County, Wisconsin
My Commission expires: _____

EXHIBIT A

Legal Description of Cul-de-Sac

Being a part of Lot 1 of Certified Survey Map No. 9077, recorded as Document No. 10820006 on October 16, 2018 at the Milwaukee County Register of Deeds, being part of the Northeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 19, Town 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 19; thence South 02° 10' 22" East along the East line of said Southeast 1/4, 1478.66 feet; thence South 87° 50' 51" West, 144.92 feet to the point of beginning of the lands to be described; thence 99.53 feet along an arc of a curve which has a center point to the West, a radius of 2513.44 feet and a chord 99.52 feet long that bears South 17° 59' 10" West; thence North 73° 08' 54" West, 35.65 feet; thence 124.07 feet along an arc of a curve which has a center point to the East, a radius of 43.50 feet and a chord 86.09 feet long that bears North 08° 33' 45" East; thence 14.31 feet along an arc of a curve which has a center point to the West, a radius of 2463.44 feet and a chord 14.31 feet long that bears North 17° 00' 51" East; thence South 73° 08' 54" East, 50.00 feet to the point of beginning.

Contains 6,813 square feet of land.

