

AGREEMENT FOR PURCHASE AND SALE OF  
REAL ESTATE AND TEMPORARY  
LIMITED EASEMENT

Document Number

Document Title

**AGREEMENT FOR PURCHASE AND SALE OF  
REAL ESTATE AND TEMPORARY LIMITED EASEMENT**

Recording Area

Name and Return Address

Mr. Gregg C. Hagopian  
Assistant City Attorney  
City Attorney's Office  
200 East Wells Street, Room 800  
Milwaukee, WI 53202

Part of 391-0261-111-3

Parcel Identification Number (PIN)

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
AND TEMPORARY LIMITED EASEMENT**

Wisconsin Department of Transportation

THIS AGREEMENT, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2004, is made and entered into by and between the City of Milwaukee (for the Board of School Directors of the Milwaukee Public Schools [“MPS”] under Wis. Stat. § 119.60(2)), hereinafter called CITY, and the State of Wisconsin, Department of Transportation, hereinafter call WISDOT.

1. **Agreement to Convey and to Grant Easement.** To avoid condemnation, upon the terms and conditions herein contained (including the exhibits hereto):
  - A. The CITY agrees to sell and WISDOT agrees to buy, for transportation purposes within the meaning of Wis. Stat. § 84.09, the 357 square feet of real estate in Milwaukee County, Wisconsin described on **EXHIBIT A** attached hereto (the “Fee Parcel”); and
  - B. The City agrees to grant to WISDOT, also for transportation purposes within the meaning of Wis. Stat. § 84.09, a temporary limited easement (“TLE”) in 2,762 square feet of real estate in Milwaukee County, Wisconsin described on **EXHIBIT B** attached hereto (the 2,762 square feet is called the “TLE Area”).
2. **Map.** The Fee Parcel and TLE Area are depicted on the map attached hereto as **EXHIBIT C**, and are part of MPS’s facility at 1111 N. 10<sup>th</sup> Street, Milwaukee, Tax Key No. 391-0261-111-3 (sometimes referred to as 1110 North 10<sup>th</sup> Street or 1124 North 11<sup>th</sup> Street). WISDOT refers to said real estate as Parcel 36, Project I.D. No. 1060-05-20.
3. **Payment at Closing.** WISDOT shall pay to the City, at the closing of this transaction (“Closing”), **\$42,200** calculated as follows:
  - (1) \$7,100 for the Fee Parcel (357 s.f. x \$20 = \$7,100);
  - (2) \$12,500 for the TLE over the TLE Area (2,762 s.f. x \$20 x .0905141202 ROR x 2.5 years = \$12,500);
  - (3) \$8,200 for site improvements affected by the TLE; and
  - (4) \$14,400 for 6 parking stalls that will be affected by the TLE during or as a result of WISDOT’s construction (\$80 x 6 stalls x 30 months = \$14,400).
4. **Quit-Claim Deed of Fee Parcel.** CITY shall, upon receipt of said funds at Closing, convey the Fee Parcel by quit-claim deed, in form and substance of that attached hereto as **EXHIBIT D** (the “Deed”), in “AS-IS, WHERE-IS” condition, with all faults, known or unknown, and without representation or warranty, express or implied. WISDOT ordered Chicago Title Insurance Commitment No. 1116970. WISDOT will obtain and pay for title insurance on its own and will rely on same.

5. **Legal Possession and Occupancy of Fee Parcel.** Legal possession of the Fee Parcel shall be delivered to WISDOT at Closing. Occupancy of the Fee Parcel shall be given to WISDOT on Closing. CITY may not occupy the Fee Parcel after Closing, unless a separate lease agreement is entered into between WISDOT and CITY.
6. **No Tax Proration.** The Fee Parcel is property-tax exempt so there will be no proration of taxes at Closing.
7. **Closing.** Closing shall be at the offices of the City within 30 days of full execution of this Agreement, and upon a time and date mutually agreed to by the parties.
8. **No Transfer Fee or Return.** There shall be no real-estate-transfer fee due as the Deed represents a conveyance: from the City as a subdivision of the State under Wis. Stat. § 77.25(2); to the State for purposes of an interstate highway under Wis. Stat. § 77.25(2r); and that is in lieu of condemnation under Wis. Stat. § 77.25(12). And, there shall be no real-estate-transfer return pursuant to the exemption from returns under Wis. Stat. § 77.255 (no return required for conveyances exempt under § 77.25 (2) and (2r)).
9. **Recording Agreement and Deed.** This Agreement and the Deed shall, promptly after Closing, be recorded at WISDOT's expense. At closing, WISDOT shall provide City with a check, made payable to the Milwaukee County Register of Deeds, in the amount of \$21.00 for such purpose.
10. **As-Is Also Applies to TLE.** The TLE and TLE Area are also on an "AS-IS, WHERE-IS" basis, with all faults, known or unknown, and without representation or warranty, express or implied.
11. **Purpose of TLE; Restoration.** The TLE that CITY grants to WISDOT in and to the TLE Area will be for the right to undertake Marquette Interchange reconstruction work (including associated construction, cutting, filling, sloping, and grading work, and the right to operate necessary equipment on the TLE Area and the right of ingress and egress, including the right to preserve, protect, remove, or plant on the TLE Area any vegetation that the highway authorities may deem necessary or desirable – understanding, however, that upon the termination of the TLE, except as otherwise expressly provided herein, the TLE Area shall be restored by WISDOT so that MPS may continue to use the TLE Area for parking serving its facility.
12. **TLE Termination.** The TLE and WISDOT's easement rights and interest hereunder, and under the Deed, in and to the TLE Area shall terminate at midnight on December 31, 2006 unless otherwise expressly agreed to in a writing signed by both the City and WISDOT. The TLE (i.e. the easement) provisions in the Deed shall automatically terminate of record and otherwise (including terminating as an encumbrance against title to the real estate) as of midnight on December 31, 2006 without the need to record any document in the Register of Deeds Office.

13. **Occupancy of TLE Area.** Occupancy of the TLE Area shall be given to WISDOT when WISDOT actually begins staging for construction of its transportation facility – the intent of the parties being that CITY (as the grantor of the TLE Easement) (and MPS) may continue to occupy the TLE Area and use the same for parking and parking-circulation flow until such time as WISDOT actually needs the TLE Area for its project. WISDOT understands that it is important to minimize disruption of parking and parking-circulation flow in the parking lot serving the MPS facility.
14. **Continued Pedestrian Access From Lot to Main Entrance.** The MPS administration building located on North 11<sup>th</sup> Street between West Juneau Avenue and West Highland Avenue has pedestrian access from the parking lot on the south side of the building to the main entrance on the west side. WISDOT shall ensure that pedestrian and wheelchair access from the parking lot to the MPS main entrance on 11<sup>th</sup> Street will be maintained at all times during MPS business hours (i.e. 7:00 A.M. until 5:00 P.M. Mondays through Fridays) during the entire TLE period.
15. **Moving Fence.** The existing fence along North 11<sup>th</sup> Street, at the west end of MPS’s parking lot, will be moved to the limit of the TLE Area (i.e., to the east boundary line of the TLE Area) by WISDOT’s highway contractor at no cost to CITY at such time as occupancy of the TLE Area by WISDOT begins (see para. 7 above), and, again at no cost to CITY, that fence will be moved back again to its original position upon the termination of the TLE.
16. **Adding Gate.** A 20-foot wide, lockable gate, without any divider post, will be provided by WISDOT’s highway contractor for emergency vehicular access (including fire trucks) to the MPS facility site at no cost to CITY. That gate will be located in the fence that is at the vacated 10<sup>th</sup> Street intersection with West Highland Avenue. MPS to provide its own lock and lock-box for the gate at its expense.
17. **MPS Actions.** MPS shall, with respect to the TLE Area, be responsible for the removal and replacement of bollards in its parking lot and any necessary re-striping of its parking lot.
18. **Redesign of 11<sup>th</sup> Street.** The redesign of 11<sup>th</sup> Street (associated with, and part of, WISDOT’s transportation project) will be per City DPW and WISDOT agreed-upon plans. A sidewalk will run from Highland to Juneau.
19. **Construction Engineer; Exhibit E.** WISDOT agrees to provide to its construction engineer a copy of this Agreement (complete with all exhibits), and, for dissemination to WISDOT’s contractors, WISDOT’s “Statement to Construction Engineer of Commitments Made and Other Matters of Interest Developed During Acquisition” in form and substance of that attached hereto as **EXHIBIT E**.
20. **WISDOT.** WISDOT shall be solely responsible for any expense that may be necessitated due to construction of its project (including, but not limited to, buried rubble or adverse geotechnical or environmental conditions at or affecting the Fee Parcel or TLE

Area), and WISDOT shall not levy any special assessment against City (or MPS) with respect to its project.

21. **Survival.** The agreements herein and in the exhibits contained survive Closing and delivery and recording of the Deed. And, notwithstanding the termination date of the TLE, WISDOT's express agreements concerning the TLE survive the TLE termination (for example, WISDOT's duty to move the fence back and its duty to restore the TLE Area shall survive the TLE termination date).
22. **Binding Upon WISDOT Acceptance.** This Agreement is binding upon the parties upon acceptance by WISDOT as evidenced by the signature of an authorized representative of WISDOT. If this Agreement is not accepted by WISDOT within 30 days after CITY's signature, this Agreement shall be null and void. If this Agreement is, on the other hand, accepted by WISDOT within 30 days after City signature, then this Agreement binds and inures to the benefit of the parties hereto and their successors in interest.
23. **Good Faith.** CITY and WISDOT agree to act in good faith and to use diligence in completing the terms of this Agreement.
24. **Headings.** The headings used herein are for convenience only.
25. **Approvals.** This Agreement was:
  - (a) approved by the City per Common Council Resolution File No. \_\_\_\_\_;
  - (b) approved by the School Board of MPS per MPS Resolution dated \_\_\_\_\_; and
  - (c) approved by WISDOT.

**CITY:** City of Milwaukee (acting upon request of the School Board of the Milwaukee Public Schools under Wis. Stat. § 119.60(2)).

By: \_\_\_\_\_  
Tom Barrett, Mayor

Attest: \_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

COMPTROLLER COUNTERSIGNATURE  
(Milwaukee City Charter § 3-18-2)

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Comptroller's Office

CITY ATTORNEY'S OFFICE  
(Milwaukee Code of Ordinances § 304-21)

Approved by: \_\_\_\_\_  
Gregg C. Hagopian  
Assistant City Attorney

**WISDOT: State of Wisconsin, Department of Transportation**

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

(An authorized WISDOT representative). NOTE: must be signed by a  
WISDOT Administrator or WISDOT authorized representative.

1089-2003-3901  
80895

**CITY NOTARIES**

STATE OF WISCONSIN    )  
  )ss.  
MILWAUKEE COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, Tom Barrett, Mayor of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )ss.  
MILWAUKEE COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, Ronald D. Leonhardt, the City Clerk of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )ss.  
MILWAUKEE COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_, of the City of Milwaukee Comptroller's Office, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My commission Expires: \_\_\_\_\_





**EXHIBIT A – LEGAL DESCRIPTION OF FEE PARCEL**

The Fee Parcel is in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as:

That part of Lots 9 and 10, Block 200, Survey And Subdivision Into City Lots Of The North 30 Acres, as recorded in the Milwaukee County Registry, being located in the Northwest ¼ of the Northwest ¼ of Section 29, Town 7 North, Range 22 East described as follows:

Commencing at the Northwest corner of said Section 29; thence South 89° 35'21" East along the north line of said Northwest ¼, 414.94 feet to the intersection of said north line with the northbound reference line of I-43 also being a point on a non-tangent curve to the left having a radius of 3274.04 feet and a chord of 190.23 feet bearing South 06° 18'35" East; thence Southerly along said reference line and the arc of said curve, 190.26 feet to a point of compound curvature to the left having a radius of 1909.86 feet and a chord of 368.21 feet bearing South 13° 30'22" East; thence Southeasterly along said reference line and the arc of said curve, 368.78 feet; thence North 70° 57'44" East 143.68 feet to the east line of N. 11<sup>th</sup> Street and the point of beginning; thence North 20° 42'41" West along said east line, 6.21 feet; thence South 86° 50'49" East 125.74 feet to the north line of W. Highland Avenue; thence North 89° 29'06" West along said north line, 123.36 feet to the point of beginning.

This parcel contains **357 square feet**, more or less. The Fee Parcel is part of tax key number 391-0261-111-3, with an address of 1111 N. 10<sup>th</sup> Street (sometimes also referred to as 1110 N. 10<sup>th</sup> Street or 1124 N. 11<sup>th</sup> Street).

The Fee Parcel is depicted on the Map attached hereto as **EXHIBIT C**.

**EXHIBIT B – LEGAL DESCRIPTION OF TLE AREA**

The TLE Area is in the City of Milwaukee, Milwaukee County, Wisconsin, and is described as: that part of Lot 4, Block 200, Survey And Subdivision Into City Lots Of The North 30 Acres, as recorded in the Milwaukee County Registry being located in the Northwest ¼ of the Northwest ¼ of Section 29, Town 7 North, Range 22 East described as follows:

The West 5 feet of the Northerly 14.74 feet of said Lot 4.

And also, that part of Lots 8, 9 and 10 of said Block 200, described as follows:

Commencing at the Northwest corner of said Section 29; thence South 89° 35'21" East along the north line of said Northwest ¼ of Section 29, 414.94 feet to the intersection of said north line with the northbound reference line of I-43 also being a point on a non-tangent curve to the left having a radius of 3274.04 feet and a chord of 190.23 feet bearing South 06° 18'35" East; thence Southerly along said reference line and the arc of said curve, 190.26 feet to a point of compound curvature to the left having a radius of 1909.86 feet and a chord of 368.21 feet bearing South 13° 30'22" East; thence Southeasterly continuing along said reference line and said curve, 368.78 feet; thence North 70° 57'44" East 143.68 feet to the east line of N. 11<sup>th</sup> Street; thence North 20° 42'41" West along said east line, 6.21 feet to the point of beginning; thence continuing North 20° 42'41" West along said east line, 101.07 feet; thence South 89° 29'06" East 18.00 feet; thence South 20° 42'41" East 92.13 feet; thence South 86° 50'49" East 111.38 feet; thence South 03° 09'11" West 9.00 feet to the north line of W. Highland Avenue; thence North 86° 50'49" West 125.74 feet to the point of beginning.

The TLE Area contains a total of **2,762 square feet**, more or less. The TLE Area is part of tax key number 391-0261-111-3, with an address of 1111 N. 10<sup>th</sup> Street (sometimes also referred to as 1110 N. 10<sup>th</sup> Street or 1124 N. 11<sup>th</sup> Street).

The TLE Area is more particularly shown on the Map attached hereto as **EXHIBIT C**.

**EXHIBIT C -- THE MAP**

**EXHIBIT D – QUIT-CLAIM DEED AND TLE**

Document No.

**QUIT CLAIM DEED AND TLE**

**THIS QUIT-CLAIM DEED AND TEMPORARY LIMITED EASEMENT (“TLE”)**, is made as of this \_\_\_\_ day of \_\_\_\_\_, 2004, by the CITY OF MILWAUKEE, a Wisconsin municipal corporation, for the Board of School Directors of the Milwaukee Public Schools (“MPS”) under Wis. Stat. § 119.60(2), hereinafter called “CITY,” as the Grantor, to the STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, hereinafter called “WISDOT,” as the Grantee.

**WITNESSETH:**

1. **Conveyance of Fee Parcel.** CITY hereby conveys and quit-claims to WISDOT, for transportation purposes within the meaning of Wis. Stat. § 84.09, on an “AS-IS, WHERE-IS” basis, with all faults, known or unknown, and without representation or warranty, express or implied, all of CITY’s right, title, and interest, whatsoever, in and to the 357 square feet of real estate, in the City and County of Milwaukee, State of Wisconsin, described on **EXHIBIT A** attached hereto (the “Fee Parcel”), together with appurtenances and privileges, if any, thereunto belonging.

2. **Grant of TLE.** CITY also grants to WISDOT, for transportation purposes within the meaning of Wis. Stat. § 84.09, and pursuant to that certain “Agreement for Purchase and Sale of Real Estate and Temporary Limited Easement” between CITY and WISDOT, a temporary limited easement (“TLE”) in and to the 2,762 square feet of real estate in the City and County of Milwaukee, Wisconsin, described on **EXHIBIT B** attached hereto (the “TLE Area”).

3. **Map.** The Fee Parcel and TLE Area are part of MPS’s facility at 1111 N. 10<sup>th</sup> Street, Milwaukee, Tax Key No. 391-0261-111-3 (sometimes referred to as 1110 North 10<sup>th</sup> Street or 1124 North 11<sup>th</sup> Street). WISDOT refers to said real estate as Parcel 36, Project I.D. No. 1060-05-20. And the Fee Parcel and TLE Area are depicted on the Map attached hereto as **EXHIBIT C**.

4. **No Transfer Fee; No Transfer Return.** There is no real-estate-transfer fee due with respect to this Deed as it represents a conveyance: from the CITY as a subdivision of the State under Wis. Stat. § 77.25(2); to the State for purposes of an interstate highway under Wis. Stat. § 77.25(2r); and that is in lieu of condemnation under Wis. Stat. § 77.25(12). And, there is no real-estate-transfer return required with respect to this Deed pursuant to the exemption from returns

Recording Area

RETURN TO:

Larry Stein  
WISDOT  
141 NW Barstow St.  
P.O. Box 798  
Waukesha, WI 53187-0798

Tax Key No. :  
Part of 391-0261-111-3



STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, Ronald D. Leonhardt, the City Clerk of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin

My commission Expires: \_\_\_\_\_

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_, of the City of Milwaukee Comptroller's Office, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin

My commission Expires: \_\_\_\_\_

**EXHIBIT E – STATEMENT TO CONSTRUCTION ENGINEER**

**Statement to Construction Engineer of Commitments Made and Other Matters of Interest  
Developed During Acquisition**

Name of Owner City of Milwaukee (for the School Board of the Milwaukee Public Schools)	Address 1111 North 10 <sup>th</sup> Street, Milwaukee, WI 53233 (a/k/a 1110 North 10 <sup>th</sup> Street or 1124 North 11 <sup>th</sup> Street)	Telephone (414) 283-4600 Attn: Rick Moore
Tenant, if any None	Address	Telephone

**All of the Commitments agreed upon between the negotiator and the property owner are reflected in that certain “Agreement for Purchase and Sale of Real Estate and Temporary Limited Easement” between the City and WISDOT. Please refer to that document. Of special note are:**

1. Occupancy of the TLE Area shall be given to WISDOT when WISDOT actually begins staging for construction of its transportation facility – the intent of the parties being that CITY (as the grantor of the TLE Easement) may continue to occupy the TLE Area and use the same for parking and parking-circulation flow until such time as WISDOT actually needs the TLE Area for its project. WISDOT understands that it is important to minimize disruption of parking and parking-circulation flow in the parking lot serving the MPS facility.
  
2. The MPS administration building located on North 11<sup>th</sup> Street between West Juneau Avenue and West Highland Avenue has pedestrian access from the parking lot on the south side of the building to the main entrance on the west side. WISDOT shall ensure that pedestrian and wheelchair access from the parking lot to the MPS main entrance on 11<sup>th</sup> Street will be maintained at all times during MPS business hours (i.e. 7:00 A.M. to 5:00 P.M., Mondays through Fridays) during the entire TLE period.
  
3. The existing fence along North 11<sup>th</sup> Street, at the west end of MPS’s parking lot, will be moved to the limit of the TLE Area (i.e., to the east boundary line of the TLE Area) by WISDOT’s highway contractor at no cost to CITY at such time as occupancy of the TLE Area by WISDOT begins (see para. 1 above), and, again at no cost to CITY, that fence will be moved back again to its original position upon the termination of the TLE granted hereunder.
  
4. A 20-foot wide, lockable gate, without any divider post, will be provided by WISDOT’s highway contractor for emergency vehicular access (including fire trucks) to the MPS facility site at no cost to CITY. That gate will be located in the fence that is at the vacated 10<sup>th</sup> Street intersection with West Highland Avenue. MPS to provide its own lock and lock-box for the gate at its expense.
  
5. MPS shall be responsible for the removal and replacement of bollards in its parking lot and any necessary re-striping of its parking lot.
  
6. The redesign of 11<sup>th</sup> Street will be per City DPW and WISDOT agreed-upon plans. A sidewalk will run from Highland to Juneau.

**IN WITNESS WHEREOF**, CITY and WISDOT have caused this “Statement to Construction Engineer” to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**CITY:** City of Milwaukee (acting upon request of the School Board of the Milwaukee Public Schools under Wis. Stat. § 119.60(2)).

By: \_\_\_\_\_  
Tom Barrett, Mayor

Attest: \_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

COMPTROLLER COUNTERSIGNATURE  
(Milwaukee City Charter § 3-18-2)

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Comptroller’s Office

CITY ATTORNEY’S OFFICE  
(Milwaukee Code of Ordinances § 304-21)

Approved by: \_\_\_\_\_  
Gregg C. Hagopian  
Assistant City Attorney

**WISDOT:** State of Wisconsin, Department of Transportation

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

Title: \_\_\_\_\_  
(An authorized WISDOT representative). NOTE:  
must be signed by a WISDOT Administrator or  
WISDOT authorized representative.

Date: \_\_\_\_\_