

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - SHORT FORM

Wisconsin Department of Transportation
DT1895 11/2012

THIS AGREEMENT, made and entered into by and between City of Milwaukee, a municipal body corporation, hereinafter called Seller, and the State of Wisconsin, Department of Transportation, hereinafter called WisDOT. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and WisDOT agree that WisDOT is purchasing this property for highway or other transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

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

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

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

Legal description is attached and made a part of this document by reference.

The purchase price of said real estate shall be the sum of Two Thousand One Hundred and 0/100 Dollars, (\$2,100.00) payable as follows: by check upon closing.

Seller shall, upon payment of purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and , provided none of the foregoing prohibit present use.

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

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

SPECIAL CONDITIONS: None

This agreement is binding upon acceptance by WisDOT as evidenced by the signature of an authorized representative of WisDOT. If this agreement is not accepted by WisDOT within 20 days after Seller's signature, this agreement shall be null and void.



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No representations other than those expressed here, either oral or written, are part of this sale.

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

The warranties, covenants and representations made herein survive the closing and the conveyance of this property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

_____ Witness Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Print Name		_____ City of Milwaukee	
		_____ Print Name	
		_____ Seller Signature	_____ Date
		_____ Print Name	
		_____ Seller Signature	_____ Date
		_____ City of Milwaukee	
		_____ Print Name	
		_____ Seller Signature	_____ Date
		_____ Print Name	
		The above agreement is accepted.	
		_____ Signature	_____ Date
		_____ Print Name	
		_____ Title	
		Must be signed by administrator or an authorized representative of WisDOT.	

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LEGAL DESCRIPTION

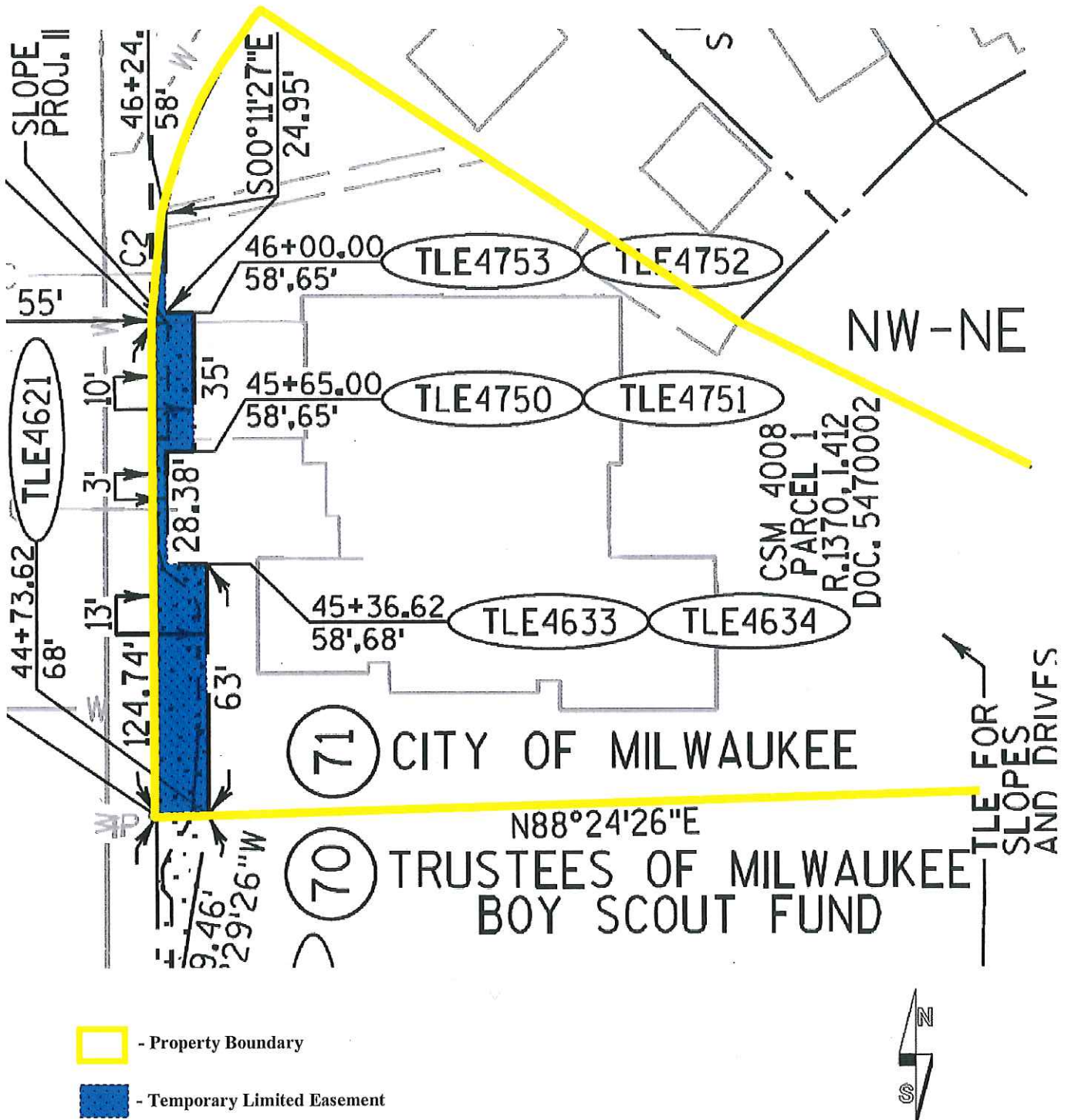
A Temporary Limited Easement for the right to construct cut and/or fill slopes and a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as:

That part of Parcel 1 of Certified Survey Map 4008, as recorded in the Milwaukee County Register of Deeds Office in Reel 1370, Image 412 as document 5470002 and being in the Northwest 1/4 of the Northeast 1/4 of Section 33, Town 7 North, Range 21 East, described as follows:

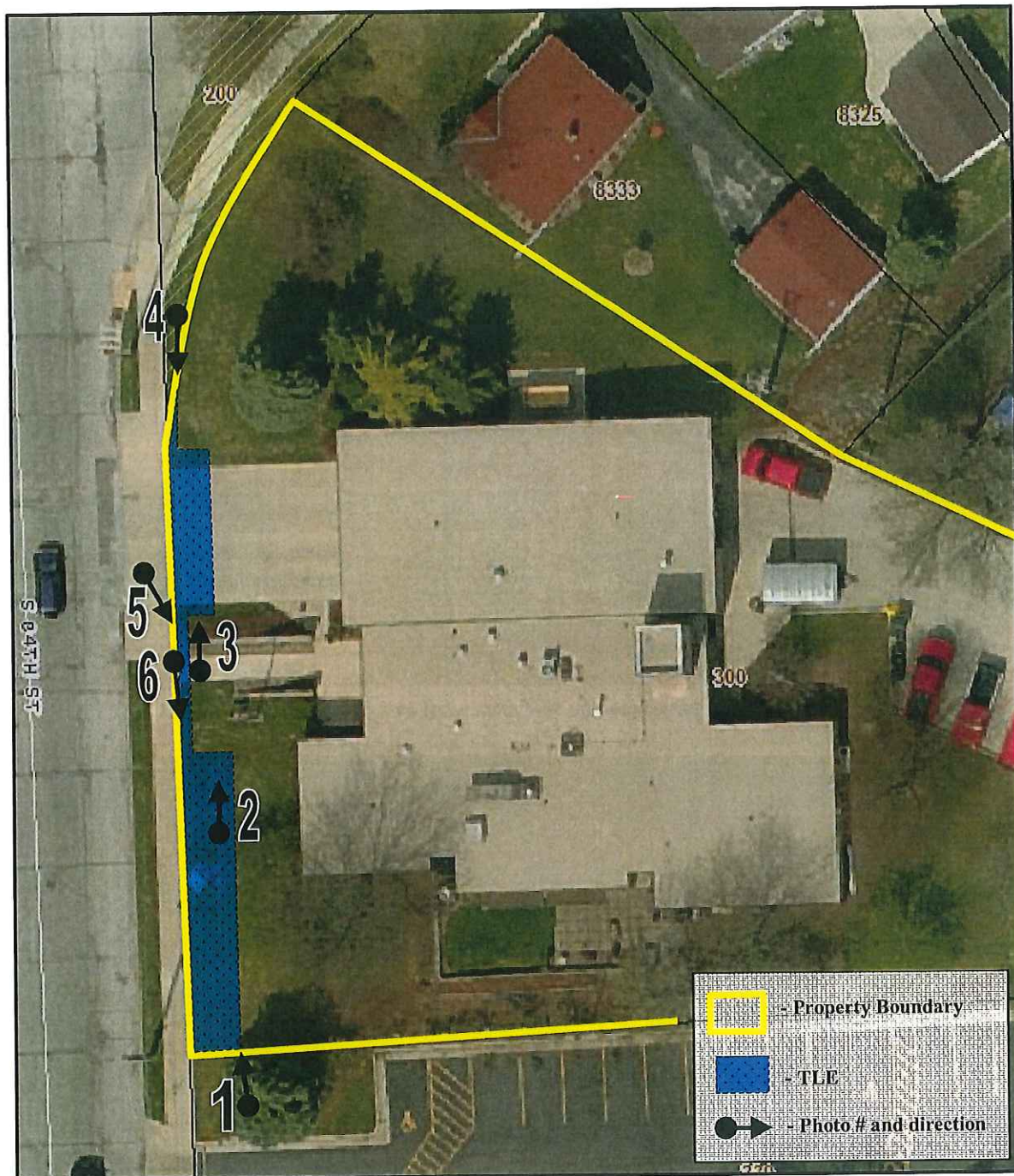
Beginning at the southwest corner of said Parcel 1; thence North 0°11'27" West along the west line of said Parcel 1 and the east line of S. 84th Street, 124.74 feet to a point on a curve; thence 27.14 feet along said east line and along the arc of a curve to the right, with a radius of 122.25 feet and a chord bearing and length of North 6°10'10" East 27.08 feet; thence South 0°11'27" East 24.95 feet; thence North 89°48'33" East 7.00 feet; thence South 0°11'27" East 35.00 feet; thence South 89°48'33" West 7.00 feet; thence South 0°11'27" East 28.38 feet; thence North 89°48'33" East 10.00 feet; thence South 0°11'27" East 63.00 feet to the south line of said Parcel 1; thence South 88°24'26" West along said south line, 13.00 feet to the point of beginning.

This parcel contains **0.030 acre**, more or less.

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



ACQUISITION AERIAL



TLE AREA PHOTOS



1.) View of Acquisition area from southwest side of property looking north



2.) View of Acquisition area from southwest side of property looking north