

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

DT1895 8/2011 (Replaces RE3012)

Wisconsin Department of Transportation

THIS AGREEMENT, made and entered into by and between Milwaukee County, 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 transportation purposes within the meaning of s.84.09, Wis. Stats.

SELLER warrants and represents to WISDOT that SELLER has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the WISDOT is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property.

DESCRIPTION: The SELLER agrees to sell and the 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 hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of Eight Thousand Five Hundred and 0/100 Dollars, (\$ 8,500.00)

SELLER shall, upon payment of purchase price, convey the aforesaid real estate by appropriate conveyance, 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.

Legal possession of the aforesaid real estate shall be delivered to WISDOT on date of closing, which shall be within 60 days, on a date and time, and at a place, mutually acceptable to the parties.

Occupancy of the aforesaid real estate shall be given to WISDOT on closing.

SPECIAL CONDITIONS:

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.

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 respective successors and assigns.



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Project
1060-33-22

Parcel
54

The warranties and representations made herein survive the closing of this transaction. SELLER agrees to sell and convey the above-mentioned real estate on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

(Witness Signature)

(Seller) Milwaukee County (Date)

(Print Witness Name)

(Seller) (Date)

(Date)

(Seller) Milwaukee County Clerk (Date)

(Seller) (Date)

The above agreement is accepted.

(Date)

(Signature)

(Print Name)

(Title)

Must be signed by administrator or an authorized representative.

Project 1060-33-22	Parcel 54
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LEGAL DESCRIPTION

Permanent Limited Easements for the right to construct, reconstruct and maintain drainage facilities, 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, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in the City of Wauwatosa, Milwaukee County, State of Wisconsin, described as:

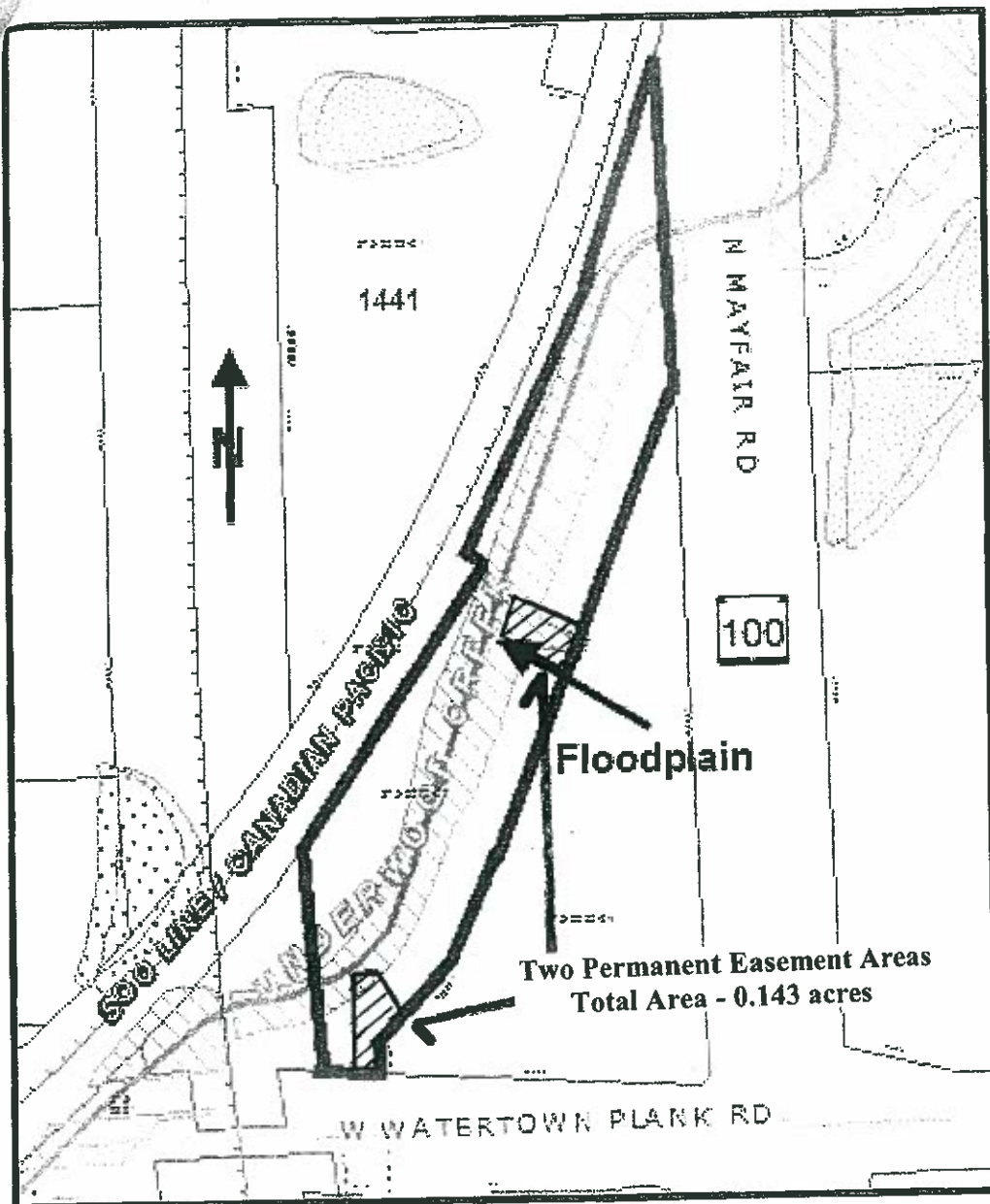
That part of the Southeast 1/4 of the Southeast 1/4 of Section 19, Town 7 North, Range 21 East, described as follows:

Beginning at the southwest corner of Parcel 1 of CSM 4409, as recorded in the Milwaukee County Register of Deeds Office as document 5684184; thence North 85°36'09" West along the north line of W. Watertown Plank Road, 33.58 feet; thence North 2°00'56" East 91.92 feet; thence South 87°59'04" East 20.00 feet; thence South 42°16'27" East 55.23 feet to the west line of said Parcel 1 and a point on a curve; thence 29.74 feet, along the arc of a curve to the right, with a radius of 291.78 feet and a chord bearing and length of South 54°20'43" West 29.73 feet; thence South 4°23'56" West along said west line, 35.64 feet to the point of beginning.

Also, commencing at the northeast corner of said Parcel 1; thence South 22°10'36" West along the west line of said Parcel 1, 307.25 feet to the point of beginning; thence continue South 22°10'36" West along said west line, 40.10 feet; thence North 71°49'43" West 63.84 feet; thence North 18°10'17" East 40.00 feet; thence South 71°49'43" East 66.64 feet to the point of beginning.

These parcels contain 0.143 acre, more or less.

PLAT BEFORE ACQUISITION



AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Wisconsin Department of Transportation

DT1895 8/2011 (Replaces RE3012)

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SELLER and WISDOT agree that WISDOT is purchasing this property for transportation purposes within the meaning of s.84.09, Wis. Stats.

SELLER warrants and represents to WISDOT that SELLER has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the WISDOT is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property; 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 the 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 hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of One Thousand Five Hundred and 0/100 Dollars, (\$ 1,500.00) payable as follows: ~~payable by check at closing~~

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, 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 Temporary Limited Easement.

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

Occupancy of property shall be given to WISDOT on closing, SELLER may not occupy property after closing, unless a separate lease agreement is entered into between WISDOT and SELLER.

SPECIAL CONDITIONS:

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.

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, personal representatives, heirs, executors, trustees and administrators.



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Project
1060-33-22

Parcel
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The warranties and representations made herein survive the closing of this transaction. 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)

(Print Witness Name)

(Date)

(Seller) Milwaukee County (Date)

(Seller) (Date)

(Seller) Milwaukee County Clerk (Date)

(Seller) (Date)

The above agreement is accepted.

(Date)

(Signature)

(Print Name)

(Title)

Must be signed by administrator or an authorized representative.

Project
1060-33-22

Parcel
55

LEGAL DESCRIPTION

A **Temporary Limited Easement** for the right to construct cut and/or fill slopes and construct drainage facilities 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 Wauwatosa, Milwaukee County, State of Wisconsin, described as:

That part of Lot 21 of Certified Survey Map 7908 as recorded in the Milwaukee County Register of Deeds Office as document 9419817, being part of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 7 North, Range 21 East, described as follows:

The West 10 feet of the North 30 feet of the South 140 feet, as measured along the east line of W. Innovation Drive, of said Lot 21.

Excluded from this easement is any land currently occupied by buildings.

This parcel contains **0.007 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.



MILWAUKEE COUNTY INTERACTIVE MAP SERVICE

1200

10190

W. WATER TOWN PLANK RD

10525

10499

City of Wauwatosa

W. INNOVATION DR

Temporary Limited Easement Area
Total Area - 0.007 acres

10437

10400

N MAYFAIR RD

100

10700

Notes

Parcel 55 Proj. ID 1060-33-22

THIS MAP IS NOT TO BE
USED FOR NAVIGATION

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DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

354 0 177 354 Feet

Legend

1: 2,127

- County Boundary
- Highways, to 8k
- Street Centerlines, 0k to 8k
- Railroad 8k
- Water 8k
- Rivers 8k
- Airport 8k
- Landmarks 8k
- County Parks 8k
- Municipal Subdivisions 25k