



**Division of Transportation
System Development**
Southeast Regional Office
141 NW Barstow Street
PO Box 798
Waukesha WI 53187-0798

**Scott Walker, Governor
Mark Gottlieb, P.E., Secretary**
Internet: www.dot.wisconsin.gov

Telephone: 262-548-5903
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April 04, 2013

CERTIFIED MAIL
701216400005394 -
1780,1797,1803,1810

MILWAUKEE COUNTY
Office of the County Clerk
901 N. 9th Street
Milwaukee, WI 53233

SUBJECT: Project ID: 2030-09-20
Mayfair Road
STH 100
Milwaukee County
RE: Parcel # 2, Currie Park

In compliance with Wisconsin Statutes and Federal Regulations, this letter is provided, along with the enclosed appraisal report, to initiate negotiations for the acquisition of your property and/or property interests needed for this project.

In addition to the appraisal report, we have enclosed (or sent previously) the following documents:

- The Rights of Landowners Under Wisconsin Eminent Domain Law
- Transportation Project Plat
- Names of neighboring landowners affected by the project
- Legal description of the land and/or interest(s) needed for the project
- Agreement for Purchase and Sale of Real Estate
- Appraisal Guidelines
- Warranty Deed

An allocation of the values determined by the WisDOT appraiser follows:

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Land	FEE Simple Land Acquisition	0.461	Acres	\$374,620.39	\$172,700.00
Temporary Limited Easement (TLE)	Temporary Limited Easement	0.079	Acres	\$21,189.87	\$1,674.00
Cost to Cure	Park Sign Remove & Reestablish				\$3,828.00

Total Allocation \$178,202.00

WisDOT's determination of compensation is based on the fair market value of the property, and it disregards any increase or decrease in market value caused by the project for which the property is being acquired. If you agree with the values determined in the appraisal report and wish to enter into an agreement with WisDOT, sign the enclosed Agreement for Purchase and Sale of Real Estate and return it in a timely manner, in the enclosed postage paid envelope to WisDOT for final review and approval. Once WisDOT is satisfied that the negotiations for your parcel are complete, we will provide you with a fully executed copy of the agreement and contact you to arrange for payment and closing.

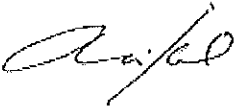
Please note that your execution of the Agreement For Purchase and Sale of Real Estate alone is not sufficient to result in an enforceable contract for the purchase of the needed property.

If you are not satisfied with the above-stated conclusions of value for the needed property, you are eligible to obtain an additional appraisal from a qualified appraiser of your choice. If you elect to have an appraisal report prepared, you must take certain steps. First, the appraisal report must conform to the Appraisal Guidelines. Second, to qualify for reimbursement of the reasonable cost of the appraisal, a copy must be submitted to the WisDOT Waukesha Region Office within 60 days of your receipt of this letter. The 60-day period for reimbursement eligibility will expire on **June 06, 2013**.

WisDOT wants you to be satisfied that your property and your rights have been fully considered. WisDOT will be pleased to provide any additional information as requested, if available, or further discuss any concerns you may have.

If you have any questions, please call me at 262 -521-5123.

Respectfully,



Michael E Hirsch
Real Estate Specialist

Cc: Milwaukee County Board of Supervisors, Parks, Energy & Environment Committee, Attn: Gerry Broderick, Chairman,
Milwaukee County Parks Department, Attn: James Keegan, Interim Director,
Milwaukee County Parks Department, Attn: James Ciha. ✓

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Wisconsin Department of Transportation

DT1895 8/2011 (Replaces RE3012)

THIS AGREEMENT, made and entered into by and between Milwaukee County-Currie Park Milwaukee County Parkway, 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; 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 Hundred Seventy-Eight Thousand Two Hundred Two and 0/100 Dollars, (\$ 178,202.00) payable as follows: 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:

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.

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
2030-09-20

Parcel
2

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)

(Seller) Milwaukee County-Currie Park Milwaukee County (Date)
Parkway

(Print Witness Name)

(Seller) (Date)

(Date)

(Seller) (Date)

(Seller) (Date)

The above agreement is accepted.

(Date)

(Signature)

(Print Name)

(Title)

Must be signed by administrator or an authorized representative.

Project 2030-09-20	Parcel 2
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WARRANTY DEED

Wisconsin Department of Transportation
Exempt from fee [s. 77.25(2r) Wis. Stats.]
DT1560 12/2012

THIS DEED, made by **Milwaukee County**, GRANTOR, conveys and warrants the property described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the sum of **One Hundred Seventy-Eight Thousand Two Hundred Two and 0/100 Dollars (\$178,202.00)**).

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

This is not homestead property.

Legal Description:

LEGAL DESCRIPTION Parcel 2 of Transportation Project Plat 2030-09-20-4.02, recorded as Document 10211614, recorded in Milwaukee County, Wisconsin. Property interests and rights of said Parcel 2 consist of: Fee Simple Temporary Limited Easement Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
141 NW Barstow Street,
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
259-9999-01

Signature _____ Date _____

Milwaukee County
Print Name _____

_____ Date _____

Signature _____ Date _____

Print Name _____

State of Wisconsin)
Milwaukee _____ County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Signature _____ Date _____

Print Name _____

Signature, Notary Public, State of Wisconsin

Signature _____ Date _____

Print Name, Notary Public, State of Wisconsin

Print Name _____

Date Commission Expires _____



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Project ID
2030-09-20

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
2

LEGAL DESCRIPTION

Parcel 2 of Transportation Project Plat 2030-09-20-4.02, recorded as Document 10211614, recorded in Milwaukee County, Wisconsin.

Property interests and rights of said Parcel 2 consist of:

Fee Simple

Temporary Limited Easement

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.