



Division of Transportation
System Development
Southeast Regional Office
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May 21, 2012

Milwaukee County
Frank Busalacchi
Department of Transportation & Public Works
2711 West Wells Street Suite 300
Milwaukee, WI 53208

Subject: Project ID 1060-33-23
Zoo Interchange-Local Roads
Local Roads
Glenview Avenue/Watertown Plank Road/Swan Boulevard
Milwaukee County
RE: Parcel # 1 (Milwaukee County greenhouses)

This letter gives you written notice of the revised offering price, and it replaces any previous offers presented to you.

The Wisconsin Department of Transportation has approved a revised offering price in the amount of \$1,100,000.00 for the needed interests from your property for this highway project:

- FEE. 6.192 Acres
- TLE. 1.964 Acres

If you wish to sell the entire 8.156 acre greenhouse property, WISDOT would make an alternate offer to acquire the 8.156 acre parcel for \$1,185,300.00.

If you have any questions, please contact me at 262-548-8781.

Sincerely,

A handwritten signature in cursive script that reads "Larry D Stein".

Larry D Stein
Real Estate Specialist

CC: Attorney Alan Marcuvitz
Craig Dillmann

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - LONG FORM

Wisconsin Department of Transportation
DT1618 6/2010 (Replaces RO692)

THIS AGREEMENT, made and entered into by and between Milwaukee County, hereinafter called SELLER, and the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, hereinafter called BUYER.

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

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 Wisconsin Department of Transportation 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.

The purchase price of said real estate "as-is" and "where-is" shall be the sum of One Million One Hundred Thousand and 0/100 Dollars, (\$1,100,000.00).

THE SELLER SHALL, UPON PAYMENT OF THE PURCHASE PRICE, CONVEY THE PROPERTY BY GOOD AND SUFFICIENT WARRANTY DEED, OR OTHER CONVEYANCE PROVIDED HEREIN, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPTING: none.

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

Seller represents that the property is now occupied by Seller, which shall continue with no rental until delivery of occupancy:

Physical occupancy shall be given to Buyer on or before April 1, 2013.

SPECIAL CONDITIONS:

Milwaukee County will indemnify, and hold harmless WISDOT, and its title insurer against any claim, cost or expense caused by any claim against WisDOT by WLCC.

This transaction is to be closed at such other time and place as may be reasonably agreed to in writing by the Buyer and Seller.

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

THIS AGREEMENT INCLUDES THE BALANCE OF TERMS ON REVERSE SIDE.

MILWAUKEE COUNTY

By: _____
(Seller) (Date)

The above agreement is hereby accepted.



Project I.D. 1060-33-23

Parcel 1

THE FOLLOWING TERMS ARE PART OF THE CONTRACT ON THE REVERSE SIDE

ITEMS INCLUDED IN SALE: All land, land improvements, buildings situated in the FEE and TLE areas.

ITEMS NOT INCLUDED IN SALE: Furniture, fixtures and equipment

Special assessments, if any, for work on site actually commenced prior to date of this offer, shall be paid by Seller.
Special assessments, if any, for work on site actually commenced after date of this offer, shall be paid by Buyer.

PHYSICAL DAMAGE TO PREMISES. In the event the premises shall be damaged from any cause, including fire or elements, prior to the time of closing, this agreement may be canceled at the option of the Buyer. Should the Buyer elect to carry out this agreement despite such damage, the Buyer shall be entitled to all the credit for the insurance proceeds resulting from such damage, not exceeding, however, the purchase price.

The Seller hereby agrees, for itself, its successors and assigns that it will save harmless the State of Wisconsin from any and all claims for personal injury or damages to personal property on the premises, or any other claims which may be made by reason for such injury or damage during the period the Seller is in possession of the said premises. The Seller also grants to the State of Wisconsin, its agents and assigns, the right to inspect the premises at reasonable times. The Seller assumes all responsibility for the proper maintenance of the premises to and including the date of vacation as herein above agreed.

The Seller further agrees to pay all utility bills, and present evidence of such payment, prior to receiving the final payment under this agreement to convey the subject premises.

PARTIES BOUND. This agreement shall be binding upon the successors and assigns of all parties.

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

The Seller acknowledges receipt of a copy of this agreement.

Any items requiring compensation under s. 32.19 Wis. Stats. are not included in the appraisal allocation, and have not been included in this agreement. Relocation expenses may be claimed by submitting a Relocation Claim as provided in s. 32.19, Wis. Stats., and the Wis. Administrative Code Comm 202.

Project: 1060-33-23

County: Milwaukee

Parcel: 1

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in the City of Wauwatosa, Milwaukee County, State of Wisconsin, described as:

That part of Lot 2 of CSM 7371, recorded in document 8730753 and being in the Southwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Northeast 1/4 of the Southwest 1/4 of Section 20, Town 7 North, Range 21 East, described as follows:

Beginning at the northeast corner of said Lot 2; thence South 2°09'28" East along the east line of said Lot 2, 15.98 feet; thence South 46°42'22" West 203.59 feet to a point on a curve; thence 204.62 feet, along the arc of a curve to the left, with a radius of 1355.00 feet and a chord bearing and length of South 42°22'48" West 204.43 feet; thence South 51°56'46" East 10.00 feet to a point on a curve; thence southwesterly 420.14 feet, along the arc of a curve to the left, with a radius of 1345.00 feet and a chord bearing and length of South 29°06'18" West 418.43 feet to the south line of said Lot 2; thence North 87°38'33" West along said south line, 7.15 feet; thence North 76°26'05" West 220.33 feet to the west line of said Lot 2; thence North 13°33'55" East along said west line, 773.64 feet to the north line of said Lot 2; thence South 76°26'05" East 535.85 feet to point of beginning.

This parcel contains **6.192 acres**, more or less.

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes and remove buildings, 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 2 of CSM 7371 recorded in document 8730753 and being in the Southwest 1/4 of the Southwest 1/4, the Southeast 1/4 of the Southwest 1/4, and the Northeast 1/4 of the Southwest 1/4 of Section 20, Town 7 North, Range 21 East, described as follows:

Beginning at the southeast corner of said Lot 2; thence North 87°38'33" West along the south line of said Lot 2, 210.51 feet to a point on a curve; thence northeasterly 420.14 feet, along the arc of a curve to the right, with a radius of 1345.00 feet and a chord bearing and length of North 29°06'18" East 418.43 feet; thence North 51°56'46"

West 10.00 feet to a point on a curve; thence northeasterly 204.62 feet along the arc of a curve to the right, with a radius of 1355.00 feet and a chord bearing and length of North 42°22'48" East 204.43 feet; thence North 46°42'22" East 203.59 feet to the east line of said Lot 2; thence South 2°09'28" East along said east line, 263.59 feet; thence North 76°19'08" West 213.64 feet; thence South 13°00'42" West 329.61 feet; thence South 0°14'13" East 137.02 feet to the point of beginning.

This parcel contains **1.964 acres**, more or less.

The above 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