**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

lpa1895 08/2011 (Replaces DT1895)

THIS AGREEMENT, made and entered into by and between , hereinafter called SELLER, and the , hereinafter called . **If accepted, this offer can create a legally enforceable contract.** Both parties should read this document carefully and understand it before signing.

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

SELLER warrants and represents to  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  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  agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in  County, Wisconsin:

The purchase price of said real estate shall be the sum of , ($) payable as follows:

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

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

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

SPECIAL CONDITIONS:

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

SELLER and  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 ID: | Parcel No.: |

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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. | | |
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| Witness Signature | Seller Signature Date |
|  |  |
| Print Name | Print Name |
|  |  |
| Date | Seller Signature Date |
|  |
| Print Name |
| **The above agreement is accepted.** |
|  |
| Date |
|  |
| Signature |
|  |
| Print Name |
|  |
| Title |
| Note: Must be signed by administrator or an authorized representative. |

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