

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - LONG FORM**

Wisconsin Department of Transportation  
RE1618 02/2017

THIS AGREEMENT, made and entered into by and between \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_\_ (\$\_\_\_\_\_) payable in full 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 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 shall be given to WisDOT on \_\_\_\_\_. Seller may not occupy property after closing unless a separate lease agreement is entered into between WisDOT and Seller.

The Seller agrees to furnish WisDOT copies of any existing leases or agreements made with tenants, if any.

Seller represents that the property is now occupied by tenants with a (written) (oral) (STRIKE ONE) lease which terms are as follows: \_\_\_\_\_.

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 \_\_\_\_\_ days after Seller's signature, this agreement shall be null and void.

This transaction is to be closed at the office of \_\_\_\_\_ on or before \_\_\_\_\_ or at such other time and place as may be agreed to in writing by the Seller and WisDOT.

Included in the purchase price are the following items that may be on the premises which will be delivered free and clear of encumbrances: all garden bulbs, plants, shrubs, and trees; screen doors and windows; storm doors and windows; windows; electrical panel, electric lighting fixtures; ceiling fans; window shades, curtains, and blinds; traverse rods, blinds, and shutters; all bathroom fixtures; central heating and cooling units and attached equipment; water heater; water softener, if owned; sump pumps; attached flooring such as linoleum, vinyl, tile, wood, carpeting and fitted rugs; awnings; exterior attached antennas and component parts; garage door opener and remote controls; fireplace equipment and accessories.

ADDITIONAL ITEMS INCLUDED IN SALE: \_\_\_\_\_

ITEMS NOT INCLUDED IN SALE: \_\_\_\_\_

**Caution:** If property has not been fully assessed, make special agreement.

**Caution:** If area assessments are contemplated, make special agreement.

Interest, rents, water, and fuel oil shall be prorated as of the date of closing. Accrued income and expenses, including taxes for the day of closing, shall accrue to the Seller.

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

Special assessments, if any, for work on site actually commenced after the date of this offer shall be paid by WisDOT.

EXISTING MORTGAGES: Mortgages existing at the time of this agreement are as follows: A first mortgage held by \_\_\_\_\_, Mortgagee, and a subsequent mortgage held by \_\_\_\_\_, Mortgagee.

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 WisDOT. Should WisDOT elect to carry out this agreement despite such damage, WisDOT 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 himself, his personal representatives, his heirs, executors, and administrators, that he will save and hold WisDOT harmless 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 said premises. The Seller also grants to WisDOT, 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.

The Seller further agrees to secure quit claim deeds from any and all parties having an interest in the subject premises by reason of existing shared well agreements, or easements for the purpose of water rights and septic disposal rights.

The Seller further agrees to save and hold WisDOT harmless from any and all obligations to participate in the payment of costs accrued by reason of the operation of said water well or septic disposal system. The Seller agrees to furnish proper documents to effect these releases.

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 Chapter ADM 92, Wisconsin Administrative Code.

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 \_\_\_\_\_

Print Name

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name

The above agreement is accepted.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name

Title

Must be signed by administrator or an authorized representative of WisDOT.