**AGREEMENT FOR THE PURCHASE OF REAL ESTATE INTERESTS- LONG FORM**

REBP1618 5/2023

THIS AGREEMENT, made and entered into by and between Click or tap here to enter text., hereinafter called Seller, and the Click or tap here to enter text., herein after called Buyer. Once accepted, this offer creates a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and the Buyer agree that the Click or tap here to enter text. is purchasing this property for bicycle/pedestrian accommodation purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

**The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail.** Wis. Stat. s. 32. 015 states, “Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. [340.01 (5s)](http://docs.legis.wisconsin.gov/document/statutes/340.01%285s%29); a bicycle lane, as defined in s. [340.01 (5e)](http://docs.legis.wisconsin.gov/document/statutes/340.01%285e%29); or a pedestrian way, as defined in s. [346.02 (8) (a)](http://docs.legis.wisconsin.gov/document/statutes/346.02%288%29%28a%29).”

Seller warrants and represents to the Buyer 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 the Buyer 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;

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 Buyer agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Click or tap here to enter text. 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 Click or tap here to enter text., ($Click or tap here to enter text.) 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. Legal possession of premises shall be conveyed to the Buyer on the date of closing.

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

Physical occupancy of property shall be given to the Buyer on the date of closing. Seller may not occupy property after closing unless a separate lease agreement is entered into between the Buyer and Seller.

Seller represents that the property is now occupied by tenants with a [ ] (written) [ ] (oral) (CHECK ONE) lease which terms are as follows: Click or tap here to enter text..

The Seller agrees to furnish the Buyer copies of any written leases or agreements made with tenants, if any.

SPECIAL CONDITIONS: Click or tap here to enter text.

This agreement is binding upon acceptance by the Buyer as evidenced by the signature of an authorized representative of the Buyer. If this agreement is not accepted by the Buyer within Click or tap here to enter text. days after Seller’s signature, this agreement shall be null and void.

This transaction is to be closed at the office of Click or tap here to enter text. on or before Click or tap to enter a date. or at such other time and place as may be agreed to in writing by the Seller and the Buyer.

Included in the purchase price are all items considered fixtures that may be on the premises.

ADDITIONAL ITEMS INCLUDED IN SALE: Click or tap here to enter text.

ITEMS NOT INCLUDED IN SALE: Click or tap here to enter text.

Interest, rents, water, sewer, taxes, liquid propane and/or 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 the Click or tap here to enter text..

EXISTING MORTGAGES: Mortgages existing at the time of this agreement are as follows: A first mortgage held by Click or tap here to enter text., Mortgagee, and a subsequent mortgage held by Click or tap here to enter text., 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 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 themselves, their personal representatives, their heirs, executors, and administrators, that they will save and hold the Buyer 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 the Buyer, 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.

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

Seller and the Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and enacts to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

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| The above agreement is accepted. |
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| Signature | Date |
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| Print Name |
| Click or tap here to enter text. |
| Title |
| Must be signed by an authorized representative of the Click or tap here to enter text.. |

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|  | Project ID | This instrument was drafted by | Parcel No. |
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