

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - SHORT FORM

Wisconsin Department of Transportation
RE1895 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 of property shall be given to WisDOT on the date of closing. Seller may not occupy property after closing unless a separate lease agreement is entered into between WisDOT and Seller.

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.

Project ID _____ Parcel No. _____

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.

Seller Signature Date

Print Name

The above agreement is accepted.

Signature Date

Print Name

Title

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

Project ID

Parcel No.