

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

LPA 1895 08/2011 (Replaces DT 1895)

THIS AGREEMENT, made and entered into by and between Ruth E. Petri, hereinafter called Seller, and City of Menasha. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and City of Menasha agree that the City is purchasing this property for transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to City of Menasha 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 City of Menasha 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 City of Menasha agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in City of Menasha, Wisconsin:

Legal description is attached and made a part of this document by reference.

The purchase price of said real estate shall be the sum of Twenty-one thousand, seven hundred dollars, (\$21,700.00) payable as follows: ~~XXXXXXXXXXXXXXXXXXXX~~

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 City of Menasha on the date of closing.

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

SPECIAL CONDITIONS:

This agreement is binding upon acceptance by City of Menasha as evidenced by the signature of an authorized representative of City of Menasha. If this agreement is not accepted by City of Menasha within 30 days after Seller's signature, this agreement shall be null and void. 60

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

Seller and City of Menasha 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.

Beverly J. Sherman 1/25/16
Witness Signature Date
Beverly J. Sherman
Print Name

Cheri Fountaine-Petri 1/25/16
Seller Signature Date
Cheri Fountaine-Petri
Print Name (POA for Ruth E. Petri)

Seller Signature Date

Print Name

Seller Signature Date

Print Name

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 City of Menasha.

Fee Title for the owner's interest in the following described tract of land, being part of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 18, Town 20 North, Range 17 East, Town of Harrison, Calumet County, Wisconsin, more fully described as follows:

The east 895 feet, more or less, of the following parcel:

"A parcel of land being a part of the West 60 Acres of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 18, Town 20 North, Range 18 East, in the Town of Harrison, Calumet County, Wisconsin, and more particularly described as follows: Commencing at a point in the thread of Lake Road, now known as U.S. Highway 10, such point being 50 feet South of the intersection of said thread, or center line, with the North line of said Section 18, this is to be the parcel to be hereon described; thence East on a line that is parallel with the North line of said Section 18, a distance of 153 feet; thence North and parallel to the center line of said Highway 10, a distance of 50 feet to the North line of said Section 18, thence East on the North line of said Section 18, a distance of 1,538.06 feet to an iron stake; thence South on a line that is parallel to the East line of said West 60 acres of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 18, a distance of 300 feet; thence West on a line that is parallel to the North line of said Section 18, a distance of 1691.0 feet, more or less to the center line of said U.S. Highway 10; thence in a Northerly direction along the center line of U.S. Highway 10, a distance of 250 feet to the point of beginning, LESS that part conveyed to Wisconsin Department of Transportation in Jacket 305, Image 1, as Document No. 167459."

Said tract contains 6.2 Acres, more or less.



Memorandum

To: Common Council
From: Greg Keil, CDD *GK*
Date: February 9, 2016
RE: Property Acquisition for Province Terrace Trail Extension

Our engineering consultant for the Province Terrace Trail, Corre Inc., has successfully negotiated the acquisition of one of the two parcels required for the trail extension. The subject property is the rectangular parcel outlined in red on the attached drawing. The 6.2 acre parcel is within the Town of Harrison and is owned by Ruth Petrie. The 2015 appraised value of the property was \$3,000/acre totaling \$18,600. The agreed upon purchase price is \$3,500/acre for a total of \$21,700. I am hereby requesting authorization to proceed with the purchase of the Petrie property for \$21,700 utilizing TID #9 budgeted funds.

The other property to be acquired is owned by Convenience Store Investments, the real estate arm of Kwik Trip. This 13.94 acre parcel has a 2015 appraised value of \$41,900. We have requested Convenience Store Investments to donate this property to the city. Such request was received favorably, but we have yet to finalize the details of the contribution.



Petrie Property

Convenience Store Investments, LLC
(Kwik Trip) Property

RUTH PETRIE
895 ONEIDA ST
MENASHA, WI 54952

ACQUIRE FROM KWIK TRIP

KWIK TRIP
RETAINS

KWIK TRIP
RETAINS

KWIK TRIP

USH 10 / ONEIDA ST

USH 10 / STH 114

N = 545129.801
E = 828865.489

N = 544829.540
E = 828885.117

N = 544465.251
E = 828539.729

N = 544407.177
E = 828918.597

N = 544369.364
E = 829025.795

N = 544393.106
E = 829575.141

N = 544352.211
E = 828951.007
N = 544186.142
E = 828952.123

N = 544189.359
E = 829027.117

N = 544183.405
E = 829577.170