

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into the date last written below by and between the Community Development Authority of the City of West Allis, a quasi-governmental body ("CDA"), and Mark Higgins ("Higgins"), an individual owner of real estate at 6604 and 6620 W. Mitchell Street (the "Higgins Property"). The CDA and Higgins are collectively referred to as the "Parties".

### RECITALS

**WHEREAS**, the CDA owns the following parcel, legally described as:

Lots 1 and 4 of Certified Survey Map No. 9370, recorded in the Milwaukee County Register of Deeds as Document No. 1193094, being a redivision of Lots 1-3 of Certified Survey Map No. 8866, being a part of the Southwest  $\frac{1}{4}$  and Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin. (the "CDA Property"); and

**WHEREAS**, Higgins owns the Higgins Property, legally described as:

Parcel 1 of Certified Survey Map No. 6513, recorded in the Milwaukee County Register of Deeds as Document No. 7530958, being a redivision of Part of Lots 7 and 8, Block 2, Assessor's Plat No. 269, Being a part of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin; and

**WHEREAS**, on August 4, 1998, an Easement for Ingress and Egress was recorded on the CDA Property by the former owner and is on file with Register's Office of Milwaukee County, recorded on October 13, 1998, as Document # 7615092 ("Easement"); and

**WHEREAS**, the Easement on the CDA Property permits Higgins to access the abutting property owned by Higgins at 6620 W. Mitchell St., West Allis, WI 53214; and

**WHEREAS**, the Parties agree to enter into this Purchase and Sale Agreement.

**NOW THEREFORE**, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

### PROVISIONS:

1. **Sale of Land.** The CDA shall convey a portion of the CDA Property to Higgins consisting of approximately 2,808 square feet of land as identified on **Exhibit A** (the "Acquired Property").

2. **Purchase Price.** Higgins shall pay \$16,800 to the CDA.

### **3. Obligations of the CDA**

A. *Curb Cut and Driveway.* The CDA shall construct, at its cost, a new curb cut and 30-foot wide driveway apron connecting the driveway to West Mitchell Street in accordance with the design provided by Higgins (“**Exhibit B**”).

B. *Survey.* The CDA shall provide lot line adjustment documentation or an ALTA Survey for the Acquired Property to be attached to the Higgins Property.

C. *Access Easement Termination.* The CDA shall record the signed release of easement, a copy of which is attached and marked as **Exhibit C**.

D. *Sewer Structures.* After such time as Higgins has caused a new sanitary sewer lateral line to be installed pursuant to 4.B. of this Agreement, the CDA shall accept the abandonment-in-place of the existing sewer lateral extending onto the CDA Property. The CDA shall, at its sole cost, remove and cap the existing storm sewer and catch basin in the southwest corner of the Acquired Property as shown on the approved plan submitted and reviewed by Plan Commission on April 27, 2022, or notify Higgins that it will be abandoned-in-place without any cost to Higgins.

E. *Incurred Costs.* The CDA shall be responsible for incurred costs for the conveyed CDA Property relative to grading, environmental, and stormwater plans (estimated at \$21,308).

### **4. Obligations of Higgins**

A. *Access Easement Termination.* Higgins shall sign a release of easement, a copy of which is attached and marked as **Exhibit C**.

B. *Sewer Structures.* Higgins shall cause a new sanitary sewer lateral line to be installed on the Higgins Property and/or the Acquired Property at its sole cost. Higgins shall cause this work to be completed prior to the CDA completing its obligation under 3.A. of this Agreement. Higgins shall not be responsible for any costs to remove or cap the existing storm sewer and catch basin in the southwest corner of the Acquired Property as shown on the approved plan submitted and reviewed by Plan Commission on April 27, 2022.

C. *Survey.* Higgins shall accept the lot line adjustment documentation or ALTA Survey for the Acquired Property from the CDA and otherwise cooperate with any required process to attach the Acquired Property to the Higgins Property.

D. *Access.* Higgins shall grant the CDA contractors to access the Higgins Property to the extent necessary to remove the existing storm sewer and catch basin and construct and install the new driveway apron required by this Agreement.

E. *Curb Cut and Driveway.* Higgins shall provide the specifications/plan to the CDA and CDA’s contractors for the construction of the access apron to West Mitchell Street.

F. *Plan Commission Plans and Fencing.* Higgins agrees to complete the work associated with the approved plan submitted and reviewed by Plan Commission on April 27, 2022.

**5. Agreement.** This Agreement shall be binding upon Parties and all their respective successors and assigns. This Agreement may not be modified or amended except in writing, signed by both parties hereto.

**6. Notice.** Whenever in the Agreement it shall be required or permitted that notice be given by any party hereto to the other, such notice shall be given by registered mail to the addresses indicated below:

*To the City:*

Patrick Schloss  
Executive Director  
Community Development Authority of the City of West Allis  
Director of Development  
City of West Allis  
7525 W. Greenfield Ave.  
West Allis WI. 53214

*To Higgins:*

Mark Higgins  
6620 W. Mitchell Street  
West Allis, WI 53214

**IN WITNESS WHEREOF**, the undersigned authorized parties have caused this Agreement to be duly executed and delivered as of the date last written below.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Mark Higgins  
Title: Owner

STATE OF WISCONSIN     )  
  ) ss.  
\_\_\_\_\_ COUNTY     )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Mark Higgins to me known to be the person who executed the foregoing Purchase and Sale Agreement on behalf of Higgins and by its authority and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

**Community Development Authority of the City of West Allis**

By: \_\_\_\_\_  
Patrick Schloss  
Title: Executive Director

Date: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss.  
\_\_\_\_\_ COUNTY     )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Patrick Schloss, Executive Director, and to me known to be the person who executed the foregoing Purchase and Sale Agreement on behalf of the CDA and by its authority and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

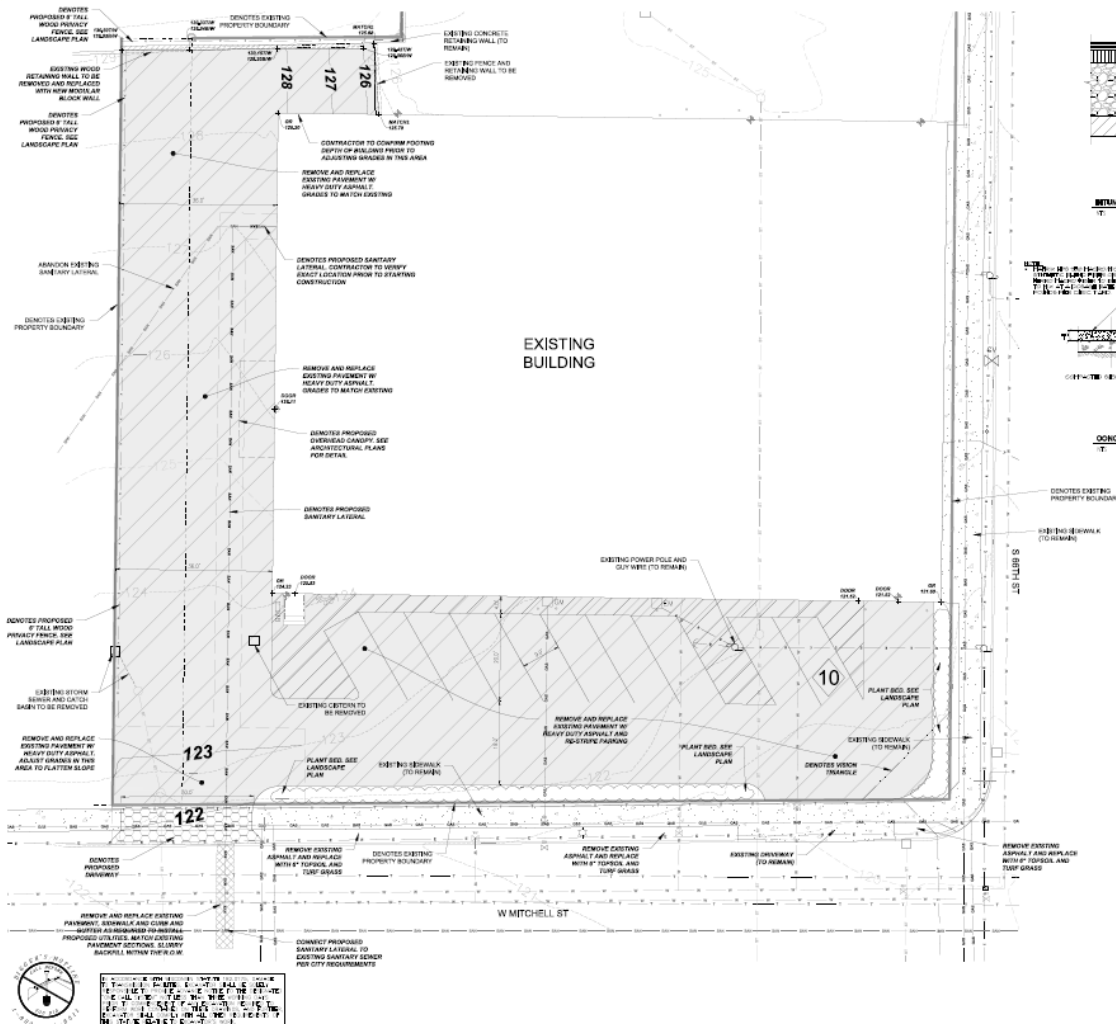
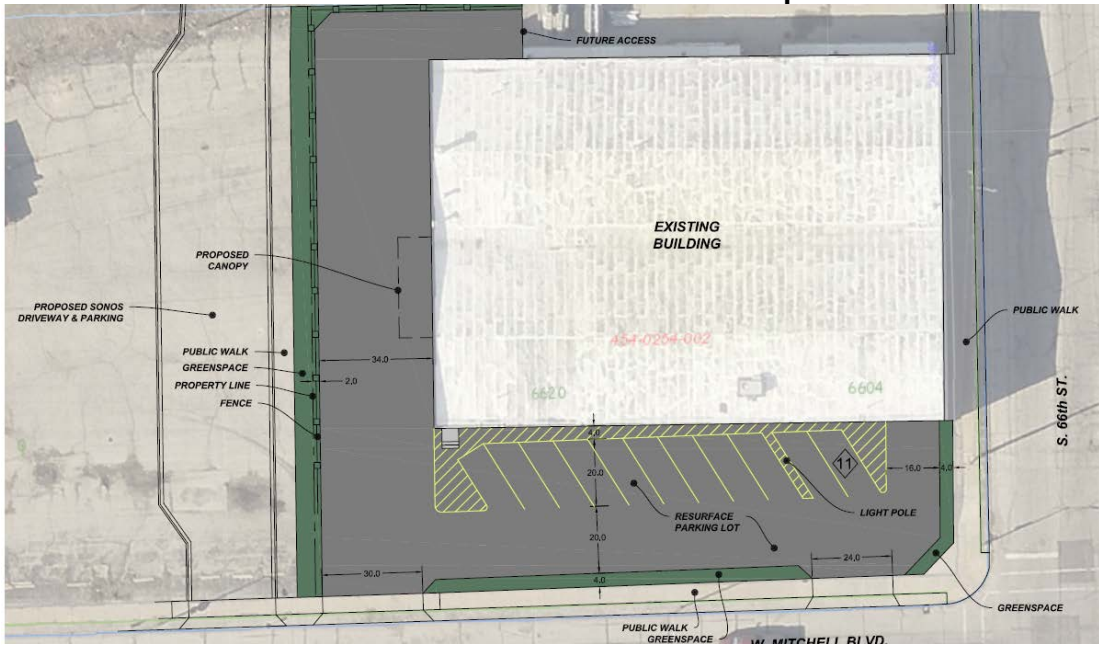
**COMPTROLLER'S CERTIFICATE**

Countersigned this \_\_\_\_ day of \_\_\_\_\_, 2023, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the CDA and City of West Allis under this Agreement.

\_\_\_\_\_  
Jason Kaczmarek, Finance Director

**Exhibit A – Legal Description of Conveyed Land**

### Exhibit B - Curb Cut and Drive Apron Plan



**Exhibit C – Release of Easement**

RELEASE OF EASEMENT

Document Number

Document Name

This release of easement is made by Mark Higgins ("Higgins") on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Higgins, as beneficiary of an easement recorded with the Milwaukee County Register of Deeds as Document No. 7615092 (the "Easement"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby terminates and releases all of its rights, titles, interests and benefits in and to the Easement and agrees that the Easement shall no longer encumber in any respect whatsoever the following described real estate:

Lots 1 and 4 of Certified Survey Map No. 9370, recorded in the Milwaukee County Register of Deeds as Document No. 1193094, being a redivision of Lots 1-3 of Certified Survey Map No. 8866, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

IN WITNESS whereof, this document was executed by the undersigned as of the date first above written.

By: \_\_\_\_\_ Mark Higgins, Individually

ACKNOWLEDGMENT

STATE OF WISCONSIN ) ) ss. MILWAUKEE COUNTY )

Personally came before me on \_\_\_\_\_, the above-named Mark Higgins to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Name: \_\_\_\_\_ Notary Public, State of Wisconsin My Commission: \_\_\_\_\_

THIS DOCUMENT PREPARED BY: Kail Decker, City Attorney City of West Allis 7525 West Greenfield Avenue West Allis, WI 53214 414.302.8450

Recording Area

Name and Return Address

Patrick Schloss 7525 West Greenfield Avenue West Allis, WI 53214

454-0653-000 & 454-0656-000

Parcel Identification Number (PIN)