

## 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.** The Purchase Price is \$16,800. After consideration of the credit provided to Higgins in Section 3.E., Higgins shall pay \$1,800 to the CDA at closing to cover transaction costs .

### **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 or title company 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 compensate Higgins for said storm sewer work in the credit provided to Higgins in Section 3.E.

E. *Incurred Costs and Credits.* The CDA shall be responsible for incurred costs for the conveyed CDA Property relative to grading, environmental, and stormwater plans (estimated at \$21,308). The CDA shall further provide to Higgins at closing a \$15,000 towards the Purchase Price for the additional costs to Higgins of labor and equipment for sanitary and storm sewer work.

F. *Indemnification.* The CDA shall deliver to Higgins an executed copy of the Indemnification Agreement in the form attached as Exhibit D, which shall be in a form acceptable for recording.

### **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.

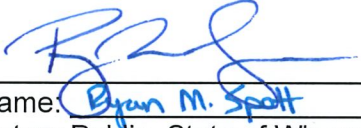
Signatures on following pages.

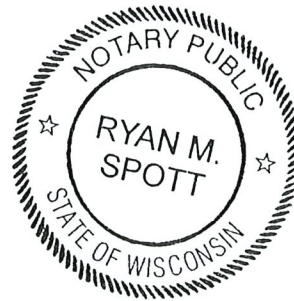
IN WITNESS WHEREOF, the undersigned authorized parties have caused this Agreement to be duly executed and delivered as of the date last written below.

By:  Date: 8/20/2024  
Mark Higgins  
Title: Owner

STATE OF WISCONSIN     )  
                                          ) ss.  
Milwaukee COUNTY     )

Personally appeared before me this 20th day of August, 2024, 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: Ryan M. Spott  
Notary Public, State of Wisconsin  
My commission expires: permanent



Community Development Authority of the City of West Allis

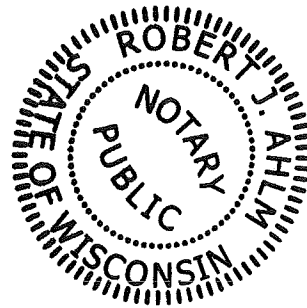
By: [Signature]  
Patrick Schloss  
Title: Executive Director

Date: 8-22-24

STATE OF WISCONSIN     )  
                                          ) ss.  
Milwaukee COUNTY     )

Personally appeared before me this 22 day of August, 2024, 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.

[Signature]  
Name: Robert J Ahlm  
Notary Public, State of Wisconsin  
My commission expires: 2/10/2026



COMPTROLLER'S CERTIFICATE

Countersigned this 22nd day of August, 2024, 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.

[Signature]  
Jason Kaczmarek, Finance Director

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

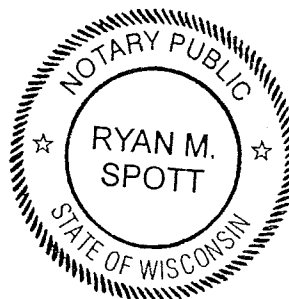
Being a part of Lot 1 of Certified Survey Map No. 9370, recorded in the office of the Register of Deeds for Milwaukee County as Document No. 11193094, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 1 of Said Certified Survey Map No. 9370; thence South 88°07'11" West along the north right-of-way line of West Mitchell Street, 16.00 feet; thence North 00°45'33" West, 175.51 feet, thence North 88°07'11" East, 16.00 feet to the southwest corner of Lot 3 of said Certified Survey Map; thence South 00°45'28" East along the East line of Said Lot 1, 175.51 feet to the Point of Beginning.

[illegible]

## **Exhibit C – Release of Easement**





## **Exhibit D - Indemnification Agreement**

Document Number	<b>INDEMNIFICATION AGREEMENT</b> Document Title
<div>Recording Area</div> <div>Name and Return Address:</div> <div>Amundsen Davis, LLC Attn: Ryan M. Spott, Esq. 111 E. Kilbourn Ave., Suite 1400 Milwaukee, WI 53202</div> <div>454-0653-000; 454-0254-002 Parcel Identification Number (PIN)</div>	

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE**

Drafted by:  
Patrick Schloss  
Community Development Authority  
City of West Allis

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into as of the 22 day of August, 2024, by and between: **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS**, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin States (the "Authority"), the **CITY OF WEST ALLIS, WISCONSIN** ("City") and **Mark Higgins**, property owner of 6620 W. Mitchell, West Allis, WI 53214 (the "Developer") The Authority, the City, and the Developer are also identified together as "Parties" within this Agreement.

### **Recitals**

WHEREAS, the Authority is the owner of certain real property in the City of West Allis, Wisconsin, identified as Lot 1 of Certified Survey Map No. 9370 (the "CSM"), recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin (the "Recording Office"), on December 2, 2021, as Document No. 11193094 as more particularly described and depicted on **Exhibit A – Authority Property**, attached hereto (the "Authority Property" or "Lot 1").

WHEREAS, Developer is the owner of certain real property in the City of West Allis, Wisconsin, that is adjacent to the Authority Property and is more particularly identified as Parcel 1 of Certified Survey Map No. 6513, recorded in the Recording Office on May 12, 1998, on Reel 4302, Image 1308-1311, as Document No. 7530958 as more particularly described and depicted on **Exhibit B – Developer Property**, attached hereto (the "Developer Property").

WHEREAS, On or about the date of this Agreement, the Authority intends to convey a portion of Lot 1 to Developer as more particularly described and depicted on **Exhibit C – Property**, attached hereto (the "Property"), and this Agreement is a material part of the conveyance and the Developer would not purchase or accept conveyance of the Property without this Agreement.

WHEREAS, As a condition of the conveyance of the Property, Developer agrees to terminate (with respect to the Developer Property) an Easement for Ingress and Egress that was recorded on October 13, 1998, on Reel 4413 Image 578-580.

WHEREAS, The Authority Property is subject to a Stormwater Easement Agreement dated August 24, 2018, and recorded in the Recording Office on August 28, 2018 as Document No. 10806830, as amended by that certain First Amendment to Stormwater Easement Agreement dated March 16, 2022, and recorded in the Recording Office on July 27, 2022 as Document No. 11269560 (together, as the same may be amended, the "Stormwater Easement Agreement"), and is also subject to a Reciprocal Easement and Operating Agreement dated December 23, 2021, recorded in the Recording Office on December 30, 2021 as Document No. 11203577, as amended by that certain First Amendment to Reciprocal Easement and Operating Agreement dated April 24, 2024, and recorded in the Recording Office on August 20, 2024 as Document No. 11443233 (together, as the same may be amended, the "REA").

WHEREAS, it is the intent of the Parties that (1) Developer not be responsible for any portion of the costs and maintenance obligations under the Stormwater Easement Agreement or the REA as a result of acquiring the Property, including repairing the Property, (2) the Authority and City shall be solely responsible for the operation and maintenance of the Stormwater Facilities (as defined in the Stormwater Easement Agreement and the REA) without any cost or performance obligations of Developer from and

after the conveyance of the Property to Developer, including repairing the property as the result of activities pursuant to the Stormwater Easement Agreement and REA, and (3) the Authority and the City will indemnify and defend Developer from and against all claims or damages arising under or resulting from any use of or construction of improvements on the Property in violation of rights of parties under the terms and conditions of the Stormwater Easement Agreement or REA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

**Agreement:**

1. Stormwater Facilities and Related Improvements. Developer acknowledges that certain Stormwater Facilities (as defined in the Stormwater Easement Agreement and the REA) exist on the Property that convey stormwater from areas beyond the Property, which improvements are located within a recorded easement on the Property. Developer agrees not to modify, alter, damage or tamper with the proper functioning of the Stormwater Facilities, and upon reasonable advance written notice, to provide parties to the Stormwater Easement Agreement or REA routine and regular access within the Stormwater Easement Area (as defined in the Stormwater Easement Agreement and the REA) to inspect, maintain, repair and/or replace the Stormwater Facilities, provided the Stormwater Facilities at all time remain wholly located within the Stormwater Easement Area. The CDA and City shall, at their sole cost and expense and within 10 days following completion of any such access or work, restore the Property to the same or better condition that existed prior to the commencement of any such access to the Stormwater Easement Area and any inspection, maintenance, repair, and or replacement of the Stormwater Facilities.
2. Maintenance. The Developer has no obligation to perform any maintenance, repairs, replacements or improvements of the existing or future Stormwater Facilities.
3. Indemnification: The Authority and City agree to indemnify, defend, and hold harmless the Developer from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to any obligation and the exercise of any rights contained in the Stormwater Easement Agreement or the REA, including payment obligations of any kind arising out of activities undertaken pursuant to the Stormwater Easement Agreement or the REA. It is expressly agreed that the Authority, the City, and the owner of fee title to Lot 1 from time to time shall be solely responsible for all payment and performance obligations under the Stormwater Easement Agreement and the REA, notwithstanding the conveyance of the Property to the Developer. The indemnification will include, without limitation:
  - A. Indemnification from and defense of the Developer for (i) the construction, maintenance, repairs, and replacements of improvements in the Stormwater Easement Area, (ii) responsibility for any costs, expenses, and assessments of any kind against the Property in connection with the Stormwater Easement Agreement or REA, (iii) damage to the Property as arising from activities under the Stormwater Easement Agreement or REA that is not repaired by the parties of the recorded Stormwater Easement Agreement, REA or the Authority, including, without limitation, reimbursement to Developer for any costs and expenses of third party contractors hired by Developer to correct or replace any such damage.

B. Indemnification from and defense of all claims or damages arising under or resulting from Developer's use of the Property and construction of improvements on the Property in violation of rights of parties under the terms and conditions of the Stormwater Easement Agreement or REA or without consent of the parties thereto.

4. Term: This Agreement shall be permanent and perpetual and run with the land unless and until the Parties mutually agree to dissolve this Agreement. Termination shall be by written recordable instrument executed by the Parties hereto or their respective successors and assigns.

5. Assignment. Developer may assign this Agreement and its rights hereunder. The Authority and the City may not assign this Agreement or their respective rights hereunder. Further, upon the sale, transfer, conveyance or other change of ownership or control of Lot 1, the CDA and the City shall not be released from their obligations under this Agreement and will remain jointly and severally liable for all of the obligations under this Agreement.

6. Authority. The persons executing this Agreement represent and warrant that they have the legal authority to bind the respective party for which each signature is made and the CDA has the authority to bind and encumber the Authority Property.

7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

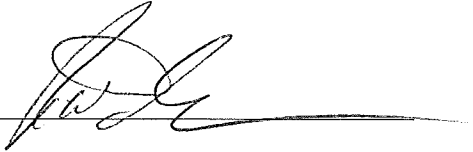
8. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

9. Capitalized Terms: Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in the Stormwater Easement Agreement or the REA.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement as of the date first written above.

**Signatures on Next Page**

**Authority**

By: 

Name: Patrick Schloss, Executive Director

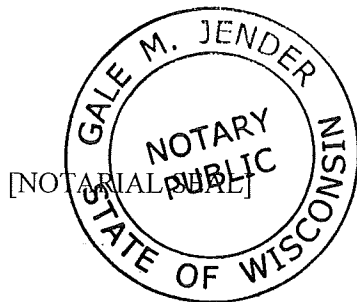
Dated: 7-11-24

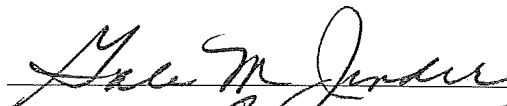
STATE OF WISCONSIN )

) SS.

COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on July 11, 2024, by Patrick Schloss, as Executive Director of the Community Development Authority of the City of West Allis.




  
Name Printed: Gale M Jender

Notary Public, County of Milwaukee

My commission expires: 10/8/24

Approved as to form this 15th day.

Of July, 2024.

  
~~Nick Conrad, Deputy~~  
Kail Decker, City Attorney

CITY OF WEST ALLIS

By: Dan Devine

Name: Dan Devine, Mayor

Dated: 7/15/24

By: Rebecca Grill

Name: Rebecca Grill, City Clerk

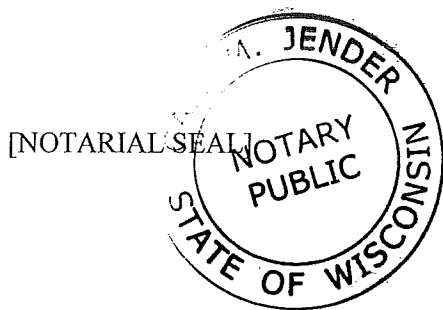
Dated: 7/15/24

STATE OF WISCONSIN )

) SS.

COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on July 15, 2024, by Dan Devine, as Mayor, and Rebecca Grill, as City Clerk, of the City of West Allis, Wisconsin.



Gale M Jender

Name Printed: Gale M Jender

Notary Public, County of Milwaukee

My commission expires: 10/8/24



DEVELOPER

BY: \_\_\_\_\_

Mark Higgins, owner

STATE OF WISCONSIN

)

) SS.

COUNTY OF MILWAUKEE

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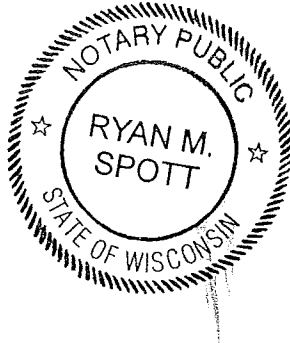
This instrument was acknowledged before me on August 20, 2, 2024, by Mark Higgins,  
owner of 6620 W. Mitchell Street.

\_\_\_\_\_  
Name Printed: Ryan M. Spott

[NOTARIAL SEAL]

Notary Public, County of Milwaukee

My commission expires: is permanent



## EXHIBIT A

### Authority Property

Being Lot 1 of Certified Survey Map No. 9370, recorded in the office of the Register of Deeds for Milwaukee County as Document No. 11193094, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

Said lands containing 81,709 SQ. FT. or 1.8758 Acres.

## EXHIBIT B

### Developer Property

Being Parcel 1 of Certified Survey Map No. 6513, recorded in the office of the Register of Deeds for Milwaukee County as Document No. 7530958, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

Beginning at the southeast corner of Parcel 1 of Said Certified Survey Map No. 6513; thence South 88°07'11" West along the north right-of-way line of West Mitchell Street, 175.61 feet; thence North 00°45'33" West, 175.51 feet, thence North 88°07'11" East, 47.91 feet to the southeast corner of Lot 3 of Certified Survey Map 9370; thence North 00°59'09" West along the east line of Lot 3 of Certified Survey Map 9370, 120.46 feet; thence North 88°07'11" East, 127.00 feet to the west right-of-way line of 66th Street; thence South 00°59'09" East along said right-of-way line, 295.96 feet to the Point of Beginning.

Said lands containing 46,051 SQ. FT. or 1.0572 Acres.

## EXHIBIT C

### Property

Being a part of Lot 1 of Certified Survey Map No. 9370, recorded in the office of the Register of Deeds for Milwaukee County as Document No. 11193094, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 1 of Said Certified Survey Map No. 9370; thence South 88°07'11" West along the north right-of-way line of West Mitchell Street, 16.00 feet; thence North 00°45'33" West, 175.51 feet, thence North 88°07'11" East, 16.00 feet to the southwest corner of Lot 3 of said Certified Survey Map; thence South 00°45'28" East along the East line of Said Lot 1, 175.51 feet to the Point of Beginning.

Said lands containing 2,808 SQ. FT or 0.0645 Acres.