

Emreleed 157-49
~~PROPOSED ORDINANCE 157-52~~

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2
3 WAUKESHA COUNTY DETERMINATION OF NECESSITY AND RELOCATION
4 ORDER FOR THE EXPANSION OF THE WAUKESHA COUNTY JUSTICE
5 CENTER - WAUKESHA COUNTY PROJECT 200211
6
7

8 WHEREAS Waukesha County intends to construct an addition to the Waukesha County Justice
9 Center (the "Project"), and
10

11 WHEREAS the County does not possess all the property rights needed for said project, and
12

13 WHEREAS the County wishes to purchase a parcel of land known as 1114 Buena Vista Avenue,
14 City of Waukesha and further described as: Lot 15 of Griffin Heights Addition, being part of the
15 Southeast One Quarter of Section 34, Town 7 North, Range 19 East, City of Waukesha, County
16 of Waukesha, State of Wisconsin, and
17

18 WHEREAS in accordance with Chapter 32.06(2)(a), Stats, said parcel should be purchased at an
19 appraised value as stated in the Sales Contract dated August 15, 2002, and on file with the
20 County Clerk, and
21

22 WHEREAS following the purchase of said parcel, the County shall have all site improvements
23 razed in preparation for the Project:
24

25 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES
26 ORDAIN that the acquisition of the subject property is necessary and the relocation order
27 allowing acquisition of said property to permit the Project is hereby issued pursuant to Section
28 32.06(1) and 59.52(6)(a) Stats.
29

30 BE IT FURTHER ORDAINED that said parcel of land be purchased and the terms and
31 conditions of the executed offer to purchase dated August 15, 2002 and on file with the County
32 Clerk's office be adopted.
33

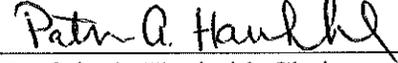
34 BE IT FURTHER ORDAINED that all site improvements be razed from this parcel following
35 said purchase.

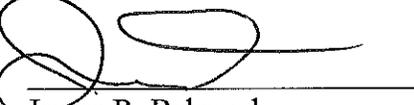
WAUKESHA COUNTY DETERMINATION OF NECESSITY AND RELOCATION
ORDER FOR THE EXPANSION OF THE WAUKESHA COUNTY JUSTICE
CENTER - WAUKESHA COUNTY PROJECT 200211

Presented by:
Public Works Committee


Richard L. Manke, Chair

Approved by:
Finance Committee


Patricia A. Haukohl, Chair


James R. Behrend

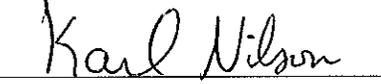

James R. Behrend

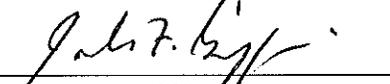
Absent
Genia C. Bruce

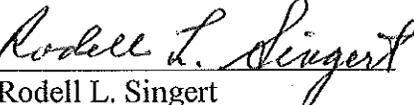

Donald M. Broesch


Hank G. Carlson

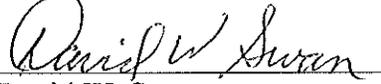
absent
Genia C. Bruce

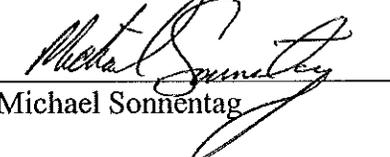

Karl Nilson


Joseph F. Griffin

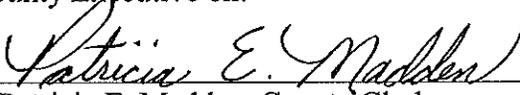

Rodell L. Singert


Joe C. Marchese


David W. Swan

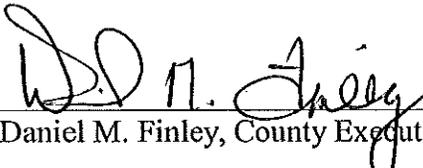

Michael Sonnentag

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: September 25, 2002, 
Patricia E. Madden, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved:
Vetoed:

Date: 9-25, 
Daniel M. Finley, County Executive

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
(SUBJECT TO COUNTY BOARD APPROVAL)

THIS AGREEMENT, Made and entered into by and between Mark L. Hayes and Julayne M. Hayes, husband and wife,
hereinafter called SELLER, and Waukesha County hereinafter called
BUYER.

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 Waukesha County, Wisconsin:

Tax Key No.: WAKC 1000-023

Lot 15, Griffin Heights Addition. Further identified as 1114 Buena Vista Avenue. Said land being in the City of Waukesha,
Waukesha County, Wisconsin.

The purchase price of said real estate shall be the sum of One Hundred Thirty Five Thousand and No/100
Dollars, (\$ 135,000.00).

THE SELLER SHALL, UPON PAYMENT OF THE PURCHASE PRICE, CONVEY THE PROPERTY BY GOOD AND
SUFFICIENT WARRANTY DEED, OR OTHER CONVEYANCE PROVIDED HEREIN, FREE AND CLEAR OF ALL
LIENS AND ENCUMBRANCES EXCEPTING: General taxes for year of closing and
provided none of the foregoing prohibit present use.

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

Physical occupancy shall be given to Buyer on Date of closing.
under (oral lease) (written lease), which terms are:

SPECIAL CONDITIONS: This transaction is exempt from State of Wisconsin Rental Weatherization Program
requirements. Seller is hereby authorized to remove any of the items listed in Exhibit "A", attached hereto and made a
part hereof by reference provided, however, that said items shall be removed from the Premises by October 31, 2002.

Seller shall indemnify, hold harmless and defend Buyer, its successors, assigns, employees and agents against all claims or
suits and pay in full all damages, judgments, losses, costs and expense (including attorney's fees) which they or any of them
may incur or become liable for as a direct result of the removal by Seller of any of the items listed in Exhibit "A".

This agreement for purchase is subject to acceptance by Buyer. If this agreement is not accepted by Buyer within 60 days
after Seller's signature, this agreement shall be null and void.

This transaction is to be closed at the office of Buyer's title insurance company
on or before September 25 20 02, or at such other time and place as may be agreed to in writing by the Buyer
and Seller.

THIS AGREEMENT INCLUDES THE
BALANCE OF TERMS ON REVERSE
SIDE.

Mark L. Hayes
(Seller) Mark L. Hayes

Date 8/15/02
(Seller) Julayne M. Hayes

The Above Agreement Is Hereby Accepted. Date _____

Waukesha County

63 THE FOLLOWING TERMS ARE PART OF THE CONTRACT ON REVERSE SIDE

64
65 Included in the purchase price are such of the following items as may be on the premises, which will be delivered free and
66 clear of encumbrances: all garden bulbs, plants, shrubs and trees; screen doors and windows; storm doors and windows;
67 electric lighting fixtures; window shades, curtain and traverse rods, blinds, and shutters; bathroom accessory fixtures; central
68 heating and cooling units and attached equipment; water heater and softener; linoleum cemented to floors; attached carpeting
69 and fitted rugs; awnings; exterior attached antennas and component parts; garage door opener and remote control; fireplace
70 equipment and accessories

71
72 ADDITIONAL ITEMS INCLUDED IN SALE: None

73
74
75
76 ITEMS NOT INCLUDED IN SALE: All appliances, furnishings and personal property of Seller.

77
78
79
80 General taxes levied in the year of closing shall be prorated at the time of closing on the basis of the net general
81 taxes for the preceding year.

82 (Caution: - If property has not been fully assessed, make special agreement.)

83 (Caution: - If area assessments are contemplated, make special agreement.)

84
85 Interest, rents and water shall be prorated as of the date of closing. Accrued income and expenses, including taxes
86 for the day of closing, shall accrue to the Seller.

87 Special assessments, if any, for work on site actually commenced prior to date of this offer, shall be paid by Seller.

88 Special assessments, if any, for work on site actually commenced after date of this offer, shall be paid by Buyer.

89
90 EXISTING MORTGAGES: Mortgages existing at the time of this agreement are as follows:

91 A first mortgage held by NationsBanc, Mortgagee, and subsequent mortgages held by City of Waukesha
92 Housing, Mortgagee and St. Francis Bank, Mortgagee.

93
94 RIGHTS OF TENANTS. The Seller agrees to furnish the Buyer with copies of any existing leases or agreements
95 made with tenants, if any.

96
97 PHYSICAL DAMAGE TO PREMISES. In the event the premises shall be damaged from any cause, including fire
98 or elements, prior to the time of closing, this agreement may be canceled at the option of the Buyer. Should the Buyer elect to
99 carry out this agreement despite such damage, the Buyer shall be entitled to all the credit for the insurance proceeds resulting
100 from such damage, not exceeding, however, the purchase price.

101
102 The Seller hereby agrees, for himself, his personal representatives, his heirs, executors and administrator, that he
103 will save harmless Waukesha County from any and all claims for personal injury or damages or personal property on the
104 premises, or any other claims which may be made by reason for such injury or damage during the period the Seller is in
105 possession of the said premises. The Seller also grants to the Waukesha County, its agents and assigns, the right to inspect
106 the premises at reasonable times. The Seller assumes all responsibility for the proper maintenance of the premises to and
107 including that date of vacation as herein above agreed.

108
109 The Seller further agrees to pay all utility bills, and presents evidence of such payment, prior to receiving the final
110 payment under this agreement to convey the subject premises.

111
112 ~~The Seller further agrees to secure quit claim deeds from any and all parties having in interest in the subject~~
113 ~~premises by reason of existing shared well agreements, or easement for the purpose of water rights and septic disposal rights.~~

114
115 The Seller further agrees to save Waukesha County harmless from any and all obligations to participate in the
116 payment of costs accrued by reason of the operation of said water well or septic disposal system. The Seller agrees to furnish
117 proper documents to affect these releases.

118
119 ~~The Seller also agrees to physically detach the lateral pipes leading into the subject residence from the well casing,~~
120 ~~and properly seal the casing in conformance with the recommended procedure of the State Board of Health for the partial~~
121 ~~abandonment of water wells.~~

122
123 PARTIES BOUND. This agreement shall be binding upon the heirs, personal representatives, successors, and
124 assigns of all parties.

125
126 No representations other than those expressed herein, either oral or written are a part of this sale.

127
128 The Seller acknowledges receipt of a copy of this agreement.

129
130
131 *Compensation for additional items of damage listed in Sec. 32.195 Wisconsin Statutes, has not been included.*
132 *If any such items are shown to exist, the owner may file claims as provided in Sec. 32.20, Wisconsin Statutes.*

187-0-053

3.

Exhibit "A"

Kitchen

All kitchen cupboards
Sink and counter tops
Stove
Refrigerator
Window air conditioner
Ceiling fan
Shades and window treatments

Utility Room

Door
All cupboards
Shelf and rods
Washer and dryer
Utility sink and faucet

Master Bedroom

Door to room
Closet door
Closet shelves and rods
Shades and window treatments

Living Room

Ceiling fan
Shades and window treatments

Basement

Basement door
Furnace and air purifier
Hot water heater

Window shades and treatments in 2 small bedrooms and bathroom

Outside

Large light on back porch
Basketball hoop and pole
Swing set
Turtle sand box
2 benches

Outside in Front

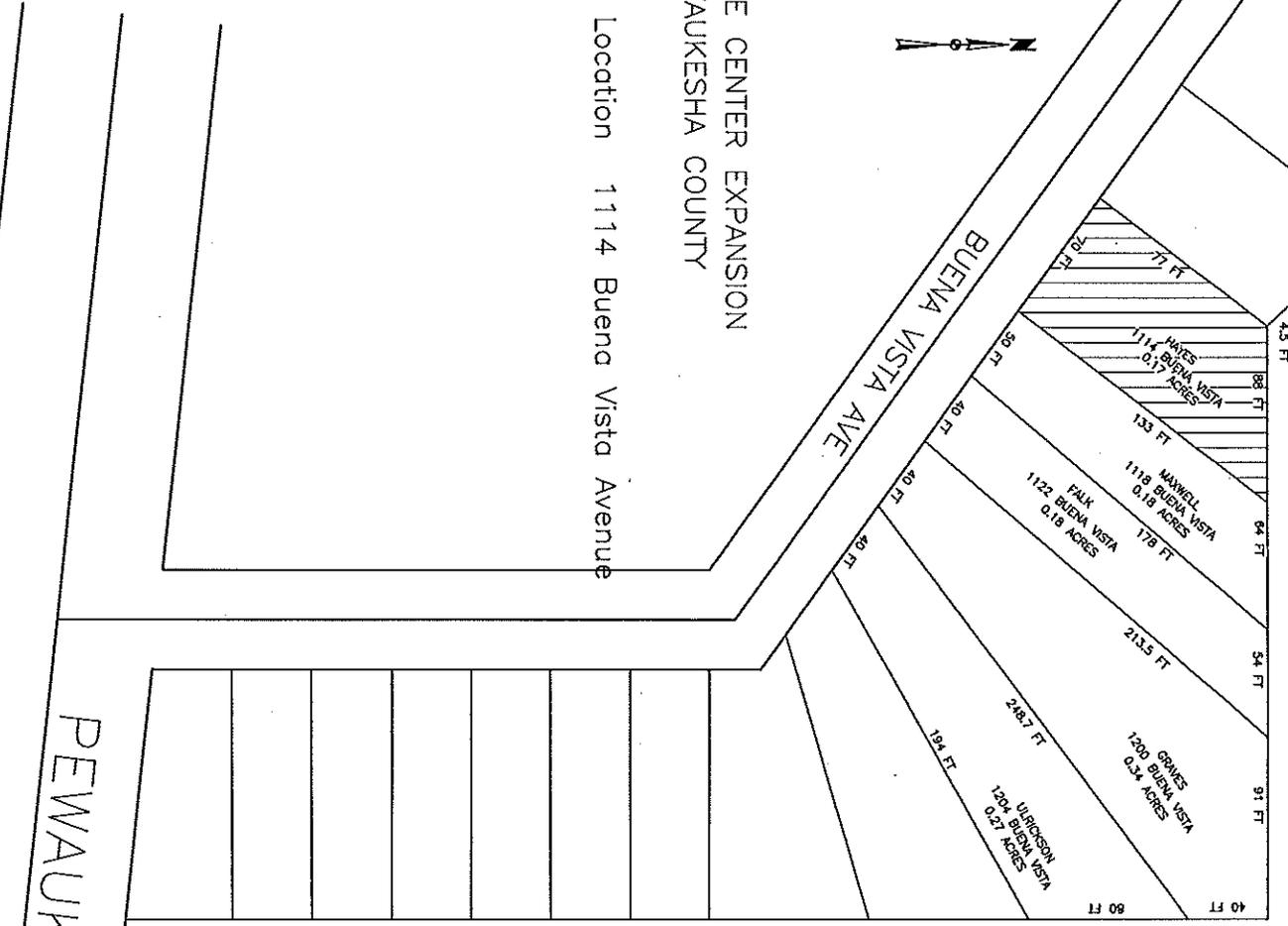
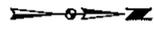
Perennial flowers around little tree by master bedroom window

157-0-053



Parcel Location 1114 Buena Vista Avenue

JUSTICE CENTER EXPANSION
WAUKESHA COUNTY



WAUKESHA COUNTY

PEWAUKEE ROAD

157-0-053

5.

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-09/25/02

(ORD) NUMBER-1570053

- 1 K. HERRO.....AYE
- 3 D. STAMSTA.....AYE
- 5 J. MARCHESE.....AYE
- 7 J. JESKEWITZ.....
- 9 P. HAUKOHL.....AYE
- 11 K. HARENDA.....NAY
- 13 J. MORRIS.....AYE
- 15 D. SWAN.....AYE
- 17 J. BEHREND.....AYE
- 19 M. SONNENTAG.....AYE
- 21 W. KOLB.....AYE
- 23 P. PRONOLD.....AYE
- 25 K. CUMMINGS.....AYE
- 27 D. PAULSON.....AYE
- 29 M. THOMAS.....AYE
- 31 V. STROUD.....AYE
- 33 D. PAVELKO.....AYE
- 35 C. SEITZ.....AYE

- 2 R. THELEN.....AYE
- 4 H. CARLSON.....AYE
- 6 D. BROESCH.....AYE
- 8 J. DWYER.....AYE
- 10 S. WOLFF.....AYE
- 12 J. GRIFFIN.....AYE
- 14 J. LA PORTE.....AYE
- 16 R. MANKE.....AYE
- 18 D. FANFELLE.....AYE
- 20 M. KIPP.....AYE
- 22 G. BRUCE.....AYE
- 24 A. SILVA.....AYE
- 26 S. KLEIN.....AYE
- 28 P. JASKE.....
- 30 K. NILSON.....AYE
- 32 P. GUNDRUM.....
- 34 R. SINGERT.....AYE

TOTAL AYES-31

TOTAL NAYS-01

CARRIED_____

DEFEATED_____

UNANIMOUS_____

TOTAL VOTES-32