

## **CITY OF MANITOWOC**

# WISCONSIN, USA www.manitowoc.org

October 28, 2022

To: Mayor and Common Council

From: Paul Braun, City Planner

Subject: PC 23-2022: Hanson, Request to Purchase City-Owned Property

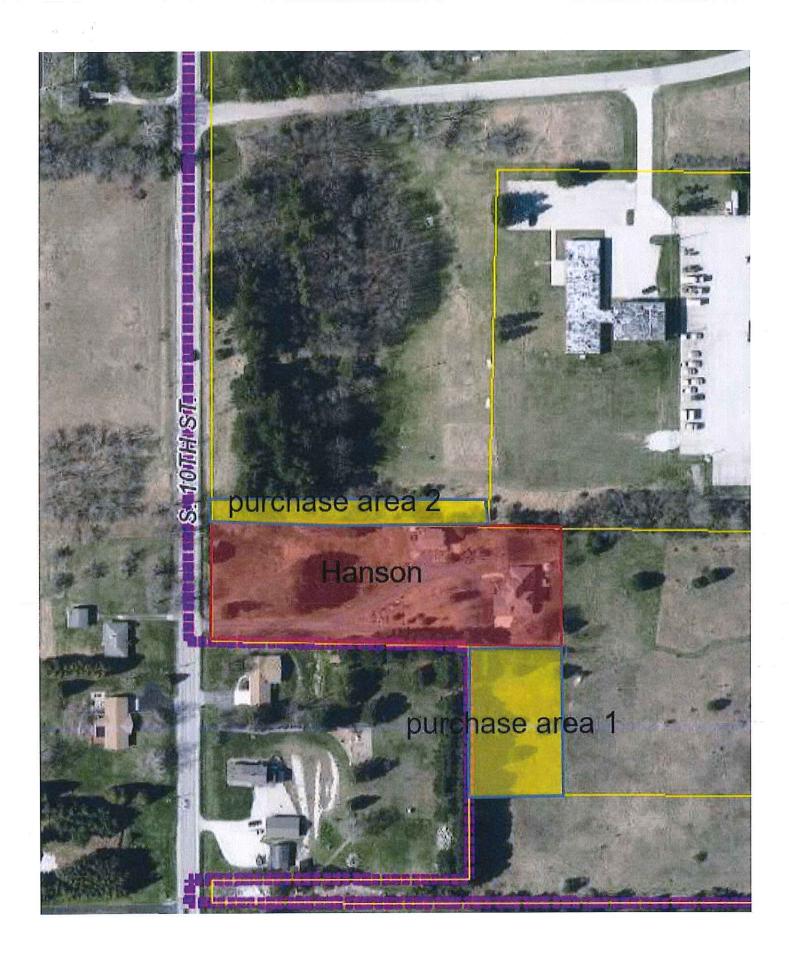
Adjacent to 3309 S. 10th Street.

At the October 27, 2022 meeting of the Manitowoc City Plan Commission, the Commission unanimously recommended to the Common Council the following action:

Recommend approval of the sale of the properties and instruct the Community Development Department and City Attorney's Office to finalize all details of the transaction.

Granicus #: 22-0885

Attachments: Hanson Request & maps



## Cheryl and Gary Hanson 3309 South 10<sup>th</sup> Street Manitowoc, WI 54220

August 31, 2022

Re: Property Purchase

We are interested in purchasing a parcel of land adjacent to our property at 3309 South 10<sup>th</sup> Street here in the city of Manitowoc. We have attached an offer to purchase and a map highlighting the proposed area which is about 27,000 square feet.

We have discussed this with Adam Tegen, Community Development Director and Brett Vanderkin our city alderman. We have also been in contact with Colin from Accurate Appraisal who works as Manitowoc's City Assessor. He has quoted us a price of \$ 0.37 per square foot for this type of property.

We understand that, if approved, we will be responsible for an official survey of the property to determine its actual square footage. Please contact us if any questions develop.

Sincerely,

Cheryl and Gary Hanson

### PURCHASE AND SALE AGREEMENT

**DATE:** August 31, 2022

SELLER: City of Manitowoc 900 Quay Street Manitowoc, WI 54220

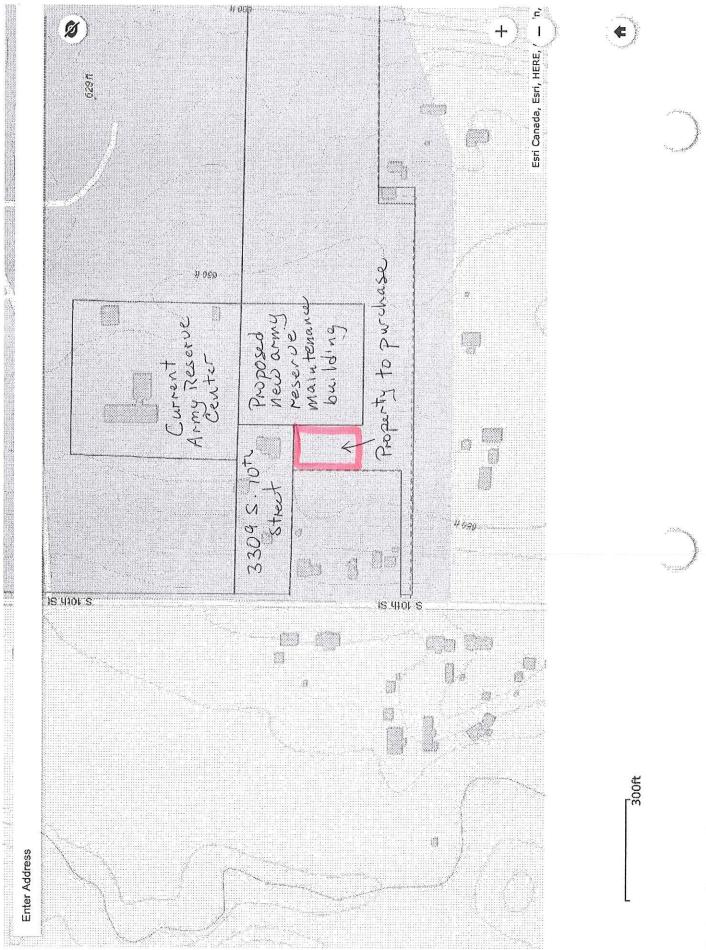
**BUYER:** Cheryl and Gary Hanson 3309 South 10<sup>th</sup> Street Manitowoc, WI 54220

This is a contract for the purchase and sale of real estate (Property) located in MANITOWOC COUNTY, WISCONSIN. The Buyer and Seller agree to the following terms:

- 1. PROPERTY DESCRIPTION: AS PER ATTACHED MAP
- 2. PRICE: Buyer will pay \$0.37 PER SQUARE FOOT USD. Seller will only accept funds paid by cashier's check or wire transfer.
- 3. PAYMENT: Buyer will pay the purchase price in cash. The Seller will not accept any financing contingencies.
- 4. TITLE AND CONVEYANCE: Seller will transfer marketable title to the Property by Warranty Deed. Seller will clear all liens and encumbrances from title, with the exception of unpaid taxes, which should not exceed \$0.00 USD.
- CLOSING:
- a) Buyer will pay for any escrow fees, attorney fees, title insurance, transfer taxes, and recording fees for the Property.

  Buyer will pay for a survey to determine the actual square footage of the outlined property.
- b) Seller will pay for any liens or judgments against the Property.
- c) This transaction will be closed by a reputable notary public, title company or attorney, as determined by Buyer.
- **CLOSING DATE:** Deed and possession will be delivered to Buyer on or before NOVEMBER 30, 2022 or within a reasonable time. If deed and possession are not delivered to Buyer by Closing Date, this purchase agreement will be null and void, unless an extension is agreed upon in writing and signed by all parties.
- 7. CANCELLATION: Buyer retains the right to terminate this agreement. Buyer may cancel only by delivering written electronic (e-mail) notice of cancellation to Seller before Closing Date or the date when the deed is delivered to Buyer, whichever is earlier.
- **8. DISCLOSURE:** Each party represents itself. Buyer represents itself exclusively and Seller represents itself exclusively. Neither party has reviewed documents or negotiated in the best interests of the other party. Each party is advised and agrees to consult with licensed real estate professionals, like attorneys, Realtors, or appraisers, as necessary.
- **9. BINDING AGREEMENT**: This agreement is binding on the heirs, administrators, executors, successors, personal representatives and assigns of Buyer and Seller and supersedes all other agreements, written or oral, regarding the subject matter hereof.
- 10. DEADLINE FOR ACCEPTANCE: This agreement is submitted to the Seller as an offer to purchase the Property under the terms listed above. This agreement will only be valid if Seller signs this agreement and returns to Buyer via mail, or electronic mail by OCTOBER 31, 2022 at 11:59 PM EST. If Buyer does not receive the executed agreement by that date and time, this offer will automatically expire.

Seller: CITY OF MANITOWOC	Date
They xarson	8/31/2022 Date
Buyer: CHERYL AND GARY HANSON	



Manitowoc Wards

8/30/22, 7:48 PM

https://mantygis.maps.arcgis.com/apps/webappviewer/index.html?id=1e5b48fba6c84c0ba4a357d68a17aab4

September 27, 2022

#### Addendum to vacant land purchase

We would like to add a request to purchase an additional parcel of land. The land we wish to purchase is 20 feet wide by 392 feet long. It is the 20 feet directly north of our present property and 392 feet east from the 10<sup>th</sup> Street property line.

It has come to our attention that a metal lean-to structure on the north side of one of our buildings is actually partially on city property. Our purchase of this parcel would then solve that problem.

This parcel is predominately brush as can be seen from the attached photos and the included map. There is no apparent economic value to this land.

The approximate size of this parcel would be 8000 square feet. Our offer to purchase is \$0.05 per square foot or approximately \$400. We realize that a survey would have to be done at our expense.

Thanks for your consideration.

Cheryl and Gary Hanson

-87,659 44,059 Degrees

https://mantygis.maps.arcgis.com/apps/webappviewer/index.html?id=4797e533ae574b068ce499e904b9c8ae