

**VILLAGE OF WESTON, WISCONSIN
RESOLUTION NO. 2019-027**

- A RESOLUTION,** approving the sale of Lot 1 of Certified Survey Map 17913, Volume 87 Page 28; an 0.471-acre lot in the Weston Business and Technology Park to Andrew E. Sutton.
- WHEREAS,** the Village owns a 0.471-acre outlot in the Weston Business and Technology Park.
- WHEREAS,** this outlot is currently vacant and not large enough for standalone future industrial/commercial development.
- WHEREAS,** the Village was approached by Andrew Sutton to see if the Village had interest in selling the 0.471-acre outlot in the Weston Business and Technology Park (PIN 192 2808 232 0939).
- WHEREAS,** staff has determined the property could be combined with Mr. Sutton's property to the north, Zinser Street, via the parcel combination process or certified survey map as both properties are currently zoned GI General Industrial.
- WHEREAS,** Andrew E. Sutton agrees to buy from the Village, Lot 1 on Exhibit A, which is approximately .471 acres located on Technology Drive in the Village of Weston, Marathon County, Wisconsin with the following legal description:
- Lot One (1) of Parcel One of Certified Survey Map No. 9813 recorded In Volume 40 of Certified Survey Maps on Page 36 located in part of the Southeast ¼ of the Northwest ¼ of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin; subject to easement and restrictions of record.
- WHEREAS,** the Community Development Authority reviewed the request and recommend to the Board of Trustees approval of the sale of 0.471 acres for a price of \$6,500.
- WHEREAS,** the Board of Trustees reviewed the CDA recommendation and Mr. Sutton's initial offer at their meeting on October 21, 2019

and voted to counter the original offer with a sale price of \$6,750.

BE IT RESOLVED by the Board of Trustee for the Village of Weston they agree to sell 0.471 acres to Andrew E. Sutton for the amount of \$6,750 and authorize staff to proceed with negotiations and finalization of the land sale via the Purchase and Sales Agreement, Exhibit A, with Andrew E. Sutton for a price of \$6,750.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTON, at a regular meeting thereof, this 21st day of the month of October, 2019.

VILLAGE OF WESTON, a Municipal Corporation of the State of Wisconsin.

By: 
WALLY SPARKS, President

ATTEST:
By: 
SHERRY WEINKAUF, Clerk

LAND PURCHASE AND SALE AGREEMENT

This Land Purchase and Sale Agreement (hereinafter "Agreement"), is dated this _____ day of _____, 2019, and is by and between the Village of Weston, Municipal Corporation of Weston, Wisconsin (hereinafter "WESTON"), and Andrew E. Sutton (hereinafter "SUTTON").

WHEREAS, SUTTON wishes to purchase from WESTON certain real estate owned by WESTON, and WESTON agrees to sell the same to SUTTON upon the terms, provisions, and conditions herein set forth.

NOW, THEREFORE, upon the foregoing premises and for valuable consideration and the mutual covenants of the parties, it is hereby agreed as follows:

1. Agreement to Purchase/Description. SUTTON agrees to buy from WESTON Lot 1 on Exhibit A (hereinafter "Property"), which is approximately .471 acres located on Technology Drive in the Village of Weston, Marathon County, Wisconsin with the following legal description:

Lot 1 of Parcel 1 of Certified Survey Map No. 9813 recorded in Volume 40 of Certified Survey Maps on Page 36 located in in part of the Southeast ¼ of the Northwest ¼ of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin; subject to easement and restrictions of record.

2. Purchase Price. Purchase price for the Property is Six Thousand Five Hundred and no/100 (\$6,500.00). The purchase price will be paid in cash at the time of closing.

3. Earnest Money/Payment of Purchase Price. No earnest money shall be paid by SUTTON to WESTON upon signing this Agreement.

4. Items Not Included/Included in the Purchase Price. The Property is vacant.

5. Contingencies. None.

~~6. Costs. SUTTON shall bear the cost of both parties in the negotiation and preparation of this Agreement.~~

7. Merger. This Agreement contains continuing obligations of the parties and, therefore, shall not be merged at the time of closing, but shall survive the closing.

8. Broker. WESTON represents and warrants that it has not listed the Property with any real estate broker, and that the sale of the Property to SUTTON will not give rise to any claim for a fee or commission by any real estate broker.

9. Delivery of Documents and Written Notices. Unless otherwise stated in the Agreement, delivery of documents and written notices permitted or required under this Agreement shall be provided as follows:

SUTTON: Andrew E. Sutton
6504 Zinser Street
Weston, WI 54476
andy@suttontrans.com
Fax: N/A

WESTON: Village of Weston
c/o Keith Donner, Village Administrator
Weston Municipal Center
5500 Schofield Avenue
Weston, WI 54476
kdonner@westonwi.gov
Fax: (715) 359-6117

Facsimile or scanned signatures shall constitute original signatures under this Agreement.

10. Closing. Closing shall occur at the offices of the title company issuing the title commitment to WESTON no later than January 31, 2020, unless another date or place is agreed to in writing. Closing shall take place in the manner set forth in this Agreement. SUTTON shall be responsible for the payment of all transactional and closing costs including transfer fees, the cost of commitment and title policy, and the cost to record the deed.

11. Conveyance of Title. Upon payment of the purchase price, WESTON shall convey the Property by Warranty Deed free and clear of all liens and encumbrances except distribution of utility and municipal services, recorded building and use restrictions and covenants, and the terms of this Agreement.

12. Form of Title Evidence. WESTON shall give evidence of title by an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. SUTTON shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the abstract or a commitment for the required title insurance is delivered to SUTTON not less than three (3) business days before closing, showing title to the Property to be merchantable as of a date not more than 15 days before delivery of such title evidence. If title is not acceptable for closing, SUTTON shall notify WESTON, in writing, of objections to title by the time set for closing. In such event, WESTON shall have reasonable time, but not exceeding 15 days, to remove the objections and the time for closing shall be extended as necessary for this purpose. In the event that WESTON is unable to remove said objections, SUTTON shall have five (5) days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If SUTTON does not waive the objections, this Agreement shall be deemed null and void.

13. Due Diligence. SUTTON may undertake such investigation of the Property as SUTTON deems necessary, so long as said investigation is conducted at the sole cost and expense of SUTTON. SUTTON shall have until the 30th day following the full execution of the Agreement (hereinafter the “Due Diligence Period”) to complete his inspections of the Property and all other Due Diligence. At all reasonable times prior to closing, SUTTON and its agents and consultants shall have access to the Property for the purpose of inspecting the Property, and undertaking surveys, environmental, soils, wetlands, and other similar inspections, tests, and studies, provided SUTTON promptly repairs any damage caused by such entry and restores the Property to the condition that existed prior to such entry. If, as a result of SUTTON’S inspections, SUTTON is not satisfied with the Property, SUTTON shall be under no obligation to proceed with the transaction. However, if SUTTON decides not to close on the Property, SUTTON agrees to reimburse WESTON all out-of-pocket expenses associated with this Agreement. SUTTON agrees to defend and indemnify WESTON from, and against, any and all liabilities, demands, actions, causes of action, suits, claims, losses, damages, costs, and expenses suffered or incurred by WESTON as a result of, or in connection with, any activities of SUTTON relating to the conduct of any inspections, surveys, or other Due Diligence activities on the Property.

14. Property Condition Representations. No representations or warranties are made by WESTON with respect to conditions affecting the Property except for those representations or warranties specifically set forth herein. WESTON represents and warrants that it has no knowledge of any dumping or disposal upon the Property of any hazardous substances or hazardous waste. Other than this specific representation, SUTTON accepts the Property “AS IS”.

15. Entire Contract. This Agreement contains the entire agreement of the parties regarding this transaction. All prior negotiations and discussions have been merged into this Agreement. This Agreement binds and inures to the benefit of the parties to this Agreement and their successors in interest.

16. Time is of the Essence. Time is of the essence as to all dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by strike, inability to procure materials or labors, riots, national or public emergencies, acts of God, government laws or regulations, or other causes beyond the parties’ control.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed on the date and year first above written, and by signing this Agreement certify that they have been duly and properly authorized to make the commitments contained therein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

VILLAGE OF WESTON - SELLER

By: _____
Wally Sparks, President

By: _____
Keith Donner, Administrator

By: _____
Sherry Weinkauf, Village Clerk

ANDREW E. SUTTON - BUYER

Andrew E. Sutton

SEE ATTACHED EXHIBIT A

MARATHON CO. CERTIFIED SURVEY MAP NO. 17913

Of part of Parcel 1 of Certified Survey Map Number 9813 recorded in Volume 40 of Certified Survey Maps on Page 36 located in part of the Southeast 1/4 of the Northwest 1/4 of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin.

I, Keith J. Walkowski, Professional Land Surveyor S-2717, hereby certify to the best of my knowledge and belief: That I have surveyed, mapped and divided part of Parcel 1 of Certified Survey Map Number 9813 recorded in Volume 40 of Certified Survey Maps on Page 36 located in part of the Southeast 1/4 of the Northwest 1/4 of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin, described as follows:

Commencing at the North 1/4 corner of said Section 23; Thence South 00°05'58" West along the North - South 1/4 line, 1568.28 feet; Thence North 89°54'02" West, 33.00 feet to the West right-of-way line of Zinser Street and the point of beginning; Thence South 00°05'58" West along said West right-of-way line, 104.56 feet; Thence South 45°05'32" West along said West right-of-way line, 70.61 feet to the North right-of-way line of Technology Drive; Thence North 89°50'39" West along said North right-of-way line, 250.07 feet to the East line of Parcel 3 of Certified Survey Map Number 11800 recorded in Volume 50 of Certified Survey Maps on Page 88; Thence North 00°06'53" East along said East line, 151.06 feet to the South line of Parcel 1 of Certified Survey Map Number 6445 recorded in Volume 24 of Certified Survey Maps on Page 60; Thence North 89°29'23" East along said South line, 299.97 feet to the point of beginning.

That the above described parcel of land contains 44,589 square feet or 1.024 acres, more or less;

That said parcel is subject to all easements, restrictions and right-of-ways of record;

That I have made this survey, division and map thereof at the direction of Randy Worden, Buyer of Lot 1 of said parcel;

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the subdivision regulations of Marathon County and the Village of Weston in Surveying, Mapping and Dividing the same.

That said map is a correct and accurate representation of the exterior boundaries of said parcel and the division thereof.

Dated this 14TH day of JUNE, 2017

Keith J. Walkowski
Riverside Land Surveying LLC
Keith J. Walkowski
P.L.S. No. 2717



Village of Weston Approval Certificate:

Reviewed and Approved under Chapter 74 of the Village of Weston Ordinance.

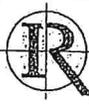
By: Jennifer L. Higgins

Date: 6/30/17
Village of Weston Zoning Department

SHEET 2 OF 2



DOC# 1749759

 RIVERSIDE LAND SURVEYING LLC 6304 KELLY PLACE WESTON, WI 54476 email - mail@riversidelandsurveying.com	DRAWN BY M.F.L.	DATE JUNE 12, 2017
	CHECKED BY K.J.W.	PROJECT NO. 2628
	PREPARED FOR: RANDY WORDEN	