

**VILLAGE OF WESTON, WISCONSIN
RESOLUTION NO. 2017-030**

- A RESOLUTION,** approving the sale of 0.471 acres of a 1.023 acre outlot in the Weston Business and Technology Park (PIN 192 2808 232 0951) to Randy Worden, WRJ Properties, LLC.
- WHEREAS,** the Village owns a 1.023 acre outlot in the Weston Business and Technology Park.
- WHEREAS,** this outlot is currently used for stormwater management purposes and has a stormwater pond on the eastern portion of the lot.
- WHEREAS,** the Village was approached by Randy Worden, WRJ Properties, LLC to see if the Village had interest in selling a 0.471 acre piece of their 1.023 acre outlot in the Weston Business and Technology Park (PIN 192 2808 232 0951).
- WHEREAS,** staff has determined there is adequate land left following the removal of the 0.471 acres to the outlot and will not impact the use of the outlot for current and future stormwater detention purposes.
- WHEREAS,** staff has determined the property could be rezoned from INT Institutional to GI General Industrial by the Plan Commission and the Village Board and added to the parcel to the west at 8008 Technology Drive.
- WHEREAS,** WRJ Properties 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 $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 28 North, Range 8 East, Village of Weston, Marathon County, Wisconsin; subject to easement and restrictions of record.

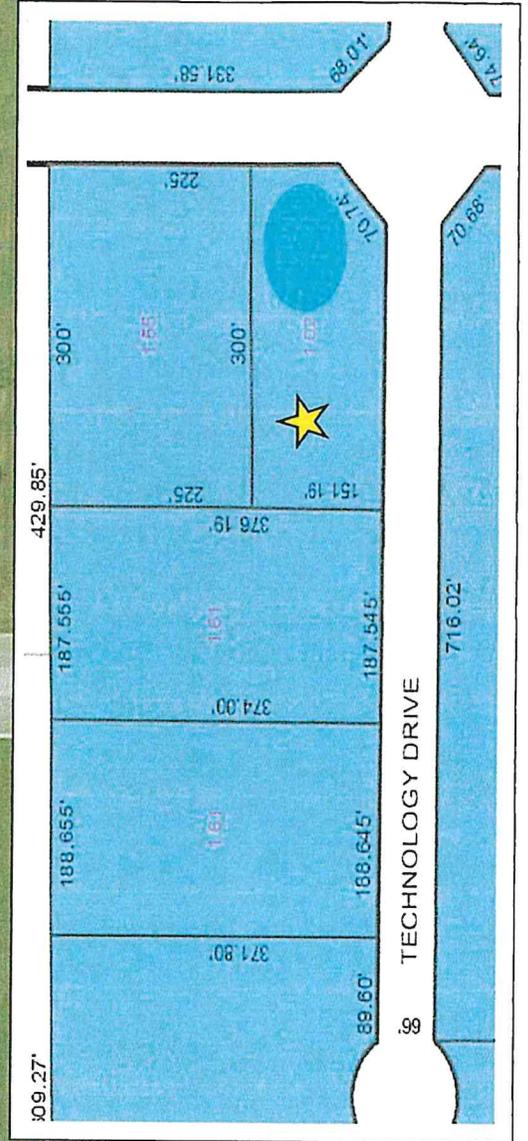
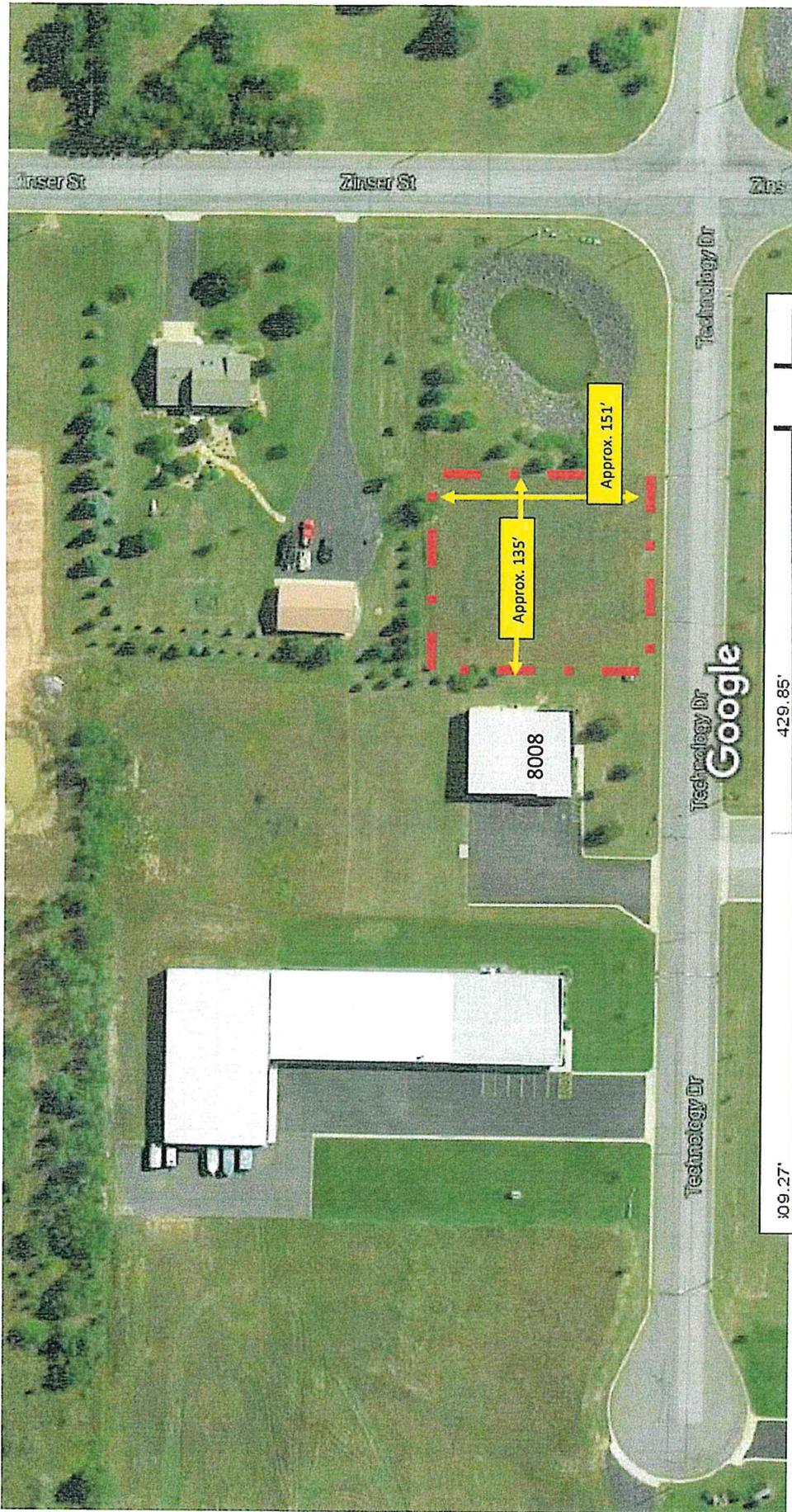
VILLAGE OF WESTON, a Municipal Corporation of the State of Wisconsin.

By: Barbara Ermeling
BARBARA ERMELING, President

ATTEST:
By: Daniel Guild
DANIEL GUILD, Administrator

FILED:
By: Sherry Weinkauff
SHERRY WEINKAUF, Clerk

Vote: 6-0



**VILLAGE OF WESTON, WISCONSIN
AGENDA ITEM COVER SHEET**

MTG/DATE: Board of Trustees, 7/24/17

FROM: Jennifer Higgins, Director of Planning & Development

DESCRIPTION: Resolution 2017-030: A Resolution approving the sale of 0.471 acres of a 1.023 acre outlot in the Weston Business and Technology Park (PIN 192 2808 232 0951) to Randy Worden, WRJ Properties, LLC

ACTION:	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Proclamation
	<input type="checkbox"/> Deny	<input type="checkbox"/> Policy	<input type="checkbox"/> Report
	<input type="checkbox"/> Expenditure	<input type="checkbox"/> Procedure	<input checked="" type="checkbox"/> Resolution

QUESTION:

Should the Board of Trustees approve selling 0.471 acres of a 1.023-acre Village owned out lot in the Weston Business & Technology Park to WRJ Properties, LLC for \$9,420 so that he can add it to a property he is purchasing at 8008 Technology Drive?

BRIEF:

Randy Worden, owner of WRJ Properties, LLC, has purchased 8008 Technology Drive from Wyndam Properties, LLC (Cindy Wittke) for his landscaping business, Worden Enterprises, LLC. He is currently located in Ringle and is looking to be closer to his customer base. He would like to put a future addition on to the 8008 Technology Drive building which would require additional land to the east to meet his needs. The Village currently owns a very large storm water out lot directly to the east on the corner of Zinser and Technology. He approached the Village to see if we had interest in selling a 135' X 151.06' westernmost piece of the outlot. Staff is suggesting selling the 0.471 acres to Mr. Worden for \$20,000 per acre or \$9,420 total. PIC & PC have reviewed the request and both Committees have recommended approval. The Purchase and Sales Agreement has been drafted by Yde's office and is attached for your information.

RECOMMEND: Administrator and Director recommends approval.

COMMITTEE: Recommendation endorsed by PIC & PC (7/17/2017)

REQUEST: Approve Resolution 2017-030 under Consent.

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- Is there an additional briefer with this agenda item?
 - Are there additional reference documents which have been attached to this report?

LAND PURCHASE AND SALE AGREEMENT

THIS Land Purchase and Sale Agreement (hereinafter the "Agreement"), is dated this _____ day of _____, 2017, and is by and between the Village of Weston, a Municipal Corporation of Weston, Wisconsin (hereinafter "WESTON") and WRJ Properties, LLC, a Wisconsin Limited Liability Company (hereinafter "WRJ").

WHEREAS, WRJ wishes to purchase from WESTON certain real estate owned by WESTON and WESTON agrees to sell the same to WRJ 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 agreed as follows:

1. Agreement to Purchase/Description. WRJ agrees to buy from WESTON, 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.

(Hereinafter the "Property").

2. Purchase Price. Purchase price for the Property is Nine Thousand Four Hundred Twenty Dollars and no/100 (\$9,420.00).

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

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

5. Contingencies. This Agreement is contingent upon the following:

A. Zoning. WRJ changing the zoning of the Property to General Industrial (GI) on or before _____. WESTON will waive the application fee.

6. Creation of One Tax Parcel and Tax Parcel ID. Within thirty (30) days after closing, WRJ shall consolidate the Property with the lot WRJ currently owns at 8008 Technology Drive, in the Village of Weston, Marathon County, Wisconsin (PIN: 192.2808.232.0954), into one tax parcel with one Tax ID.

7. Costs. Each of the parties shall bear their own costs in the negotiation and preparation of this Agreement.

8. 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.

9. 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 WRJ will not give rise to any claim for a fee or commission by any real estate broker.

10. 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:

WRJ: WRJ Properties, LLC
c/o Randy Worden
R7505 Hine Rd.
Ringle, WI 54471
Email: wordenent1@gmail.com
Fax: _____

WESTON: Village of Weston
c/o Village Administrator
Weston Municipal Center
5500 Schofield Ave.
Weston, WI 54476
Email: dguild@westonwi.gov
Fax: (715) 359-6117

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

11. Closing. Closing shall occur at the offices of the title company issuing the title commitment to WESTON no later than 90 days after the Property is rezoned to General Industrial, unless another date or place is agreed to in writing. Closing shall take place in the manner set forth in this Agreement. The parties shall prorate, as of the closing date, real estate taxes, rents, special assessments, if any, for work on site actually commenced or levied. WESTON shall be responsible for payment of customary SELLER charges, including real estate transfer fees and the cost of commitment and title policy. WRJ shall be responsible for the payment of customary BUYER charges, including but not limited to, the cost to record the deed.

12. 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: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and the terms of this Agreement.

13. 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. WESTON shall pay all costs of providing title evidence. WRJ shall pay all costs of providing title evidence required by WRJ's lender. For purposes of closing, title evidence shall be acceptable if the abstract or a commitment for the required title insurance is delivered to WRJ's attorney or to WRJ not less than three (3) business days before closing, showing title to the Property to be merchantable as of a date not more than fifteen (15) days before delivery of such title evidence. If title is not acceptable for closing, WRJ shall notify WESTON in writing of objections to title by the time set for closing. In such event, WESTON shall have a reasonable time, but not exceeding fifteen (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, WRJ 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 WRJ does not waive the objections, this Agreement shall be null and void.

14. 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.

15. Time is of the Essence. Time is of the essence as to all dates and deadlines contained in the Agreement, including but not limited to construction obligations. 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 labor, 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 caused this Agreement to be signed the date and year first above written.

VILLAGE OF WESTON

By: _____
Barbara Ermeling, President

By: _____
Daniel Guild, Administrator

Attest: _____
Sherry Weinkauff, Village Clerk

WRJ PROPERTIES, LLC

By: _____
Randy Worden, Owner

DRAFTED BY:
Matthew E. Yde, Attorney
Strasser & Yde, S.C.
P.O. Box 1323
Wausau, WI 54402-1323
Phn: (715) 845-7800
State Bar No. 1008983

SEE ATTACHED EXHBIT A

4 of 4

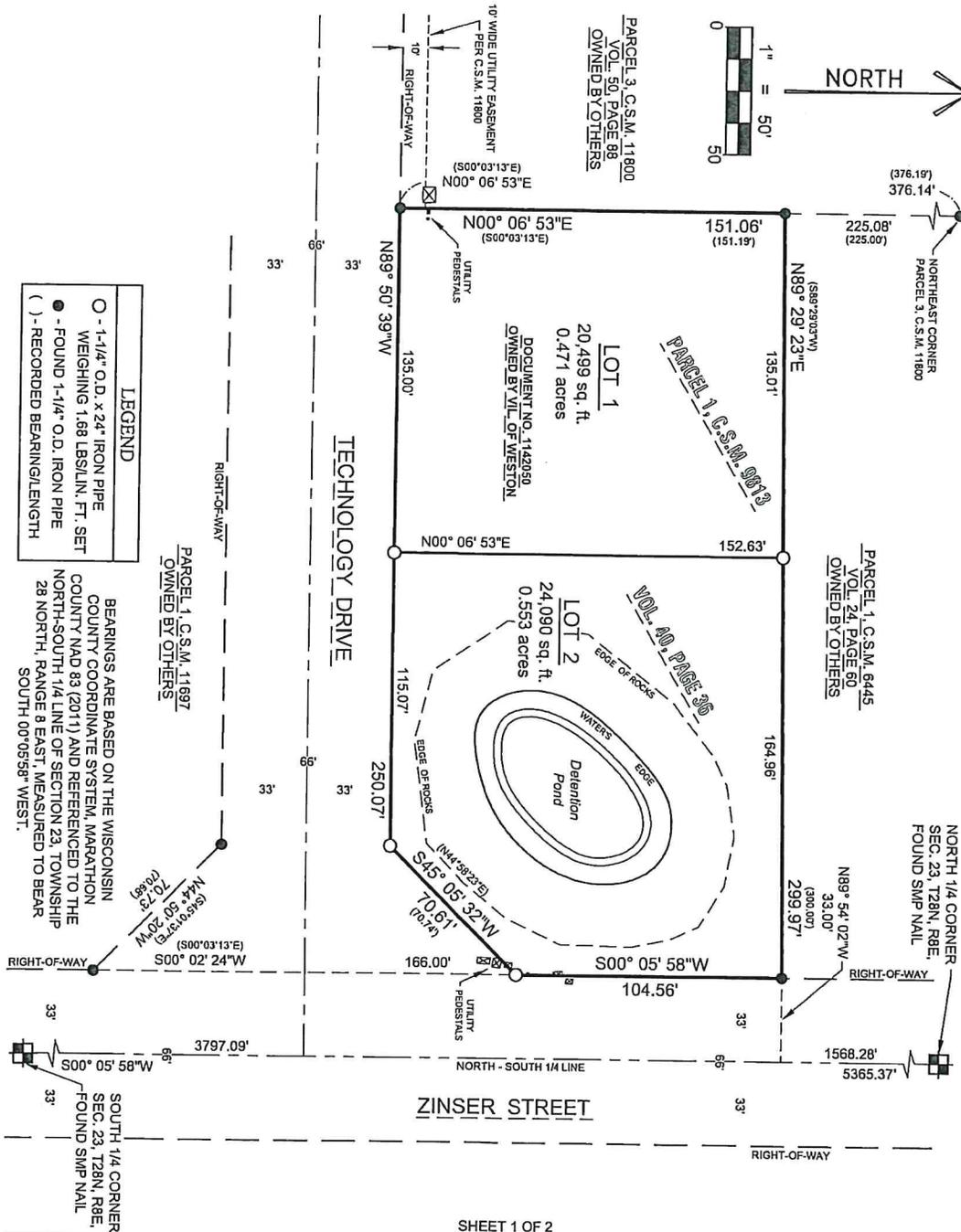
Author: Matthew E. Yde, Esq.
Draft Date: 07/19/17
Draft Version: 1

_____ / _____



MARATHON CO. CERTIFIED SURVEY MAP NO. _____

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.



SHEET 1 OF 2

RIVERSIDE LAND SURVEYING LLC 6304 KELLY PLACE WESTON, WI 54476 PH 715-241-7500 - FAX 715-355-6894 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	

MARATHON CO. CERTIFIED SURVEY MAP NO. _____

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 _____ day of _____

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 _____

Date _____
Village of Weston Zoning Department

SHEET 2 OF 2

 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

VILLAGE OF WESTON, WISCONSIN AGENDA ITEM BRIEFER

1. Policy Question:

Should the Board of Trustees approve selling 0.471 acres of a 1.023 acre Village owned out lot in the Weston Business & Technology Park to WRJ Properties, LLC for \$9,420 so that he can add it to a property he is purchasing at 8008 Technology Drive?

2. Purpose:

The purpose of asking this question is to receive guidance and feedback from Village policymakers regarding the "policy question" written out above.

3. Background:

Randy Worden, owner of WRJ Properties, LLC, is in the process of purchasing 8008 Technology Drive from Wyndam Properties, LLC (Cindy Wittke) for his landscaping business, Worden Enterprises, LLC. He is currently located in Ringle and is looking to be closer to his customer base. To meet his future business needs, he would like to put a future addition on to the 8008 Technology Drive building which would require additional land to the east to meet setbacks and greenspace requirements. The Village currently owns a very large storm water out lot directly to the east on the corner of Zinser and Technology. He approached the Village to see if we had interest in selling a 135' X 151.06' westernmost piece of the outlot. Staff is suggesting selling the 0.471 acres to Mr. Worden for \$20,000 per acre or \$9,420 total.

4. Issue Analysis:

The land in question is currently an outlot in the Weston Business and Technology Park. It is used for storm water retention and is a lot larger than other detention basin out lots in the Park. The portion that Mr. Worden is looking to purchase currently contains water laterals so it appears that this portion was intended to be a standalone lot and may just have been added to the outlot after other lots within the park were sold and lot lines shifted for the needs of the new owners.

DPW has determined that selling the 0.471 acres to Mr. Worden would not impact the stormwater detention pond and there doesn't appear to be any reason at this time to hold on to the property for a future enlargement of the pond as there is enough remnant parcel left to do this if needed.

Selling the lot will create additional tax base by the 0.471 acres going back on the tax roll and will create additional density within the Business Park.

5. Fiscal Impact:

It will create additional tax base by putting the property back on the tax roll.

6. Legal Impact:

There does not appear to be any legal impact. The sale of land in the BP is consistent with past policy practice on land sales within the Park. A Purchase and Sales Agreement has been drafted by Village Attorney Yde.

7. Prior Review:

Administrator Guild is completely agreeable with this request as he feels it creates additional tax base and density within the Business Park.

Public Works – No issues voiced.

PIC – recommended approval on 7/17/17.

Plan Commission – recommended approval on 7/17/17.

8. Policy Choices:

- a. Approve the request at the lot price of \$20,000 per acre.
- b. Approve the request at a higher lot price per acre.
- c. Approve the request at a lower lot price per acre.
- d. Deny the request.

9. Recommendation:

I recommend that the Board of Trustees proceed with the land sale for the amount of \$20,000 per acre by adopting Resolution No. 2017-030.

10. Attachments:

- a. Map of request.
- b. Draft Purchase and Sale Agreement
- c. Resolution 2017-030