

Real Estate Sale Contract

The Buyers, Robert E. Salb and Lisa J. Salb, and the Seller, the City of Waukesha, hereby contract for the sale and purchase of the parcel of real property known as 434 Madison Street, Waukesha, Wisconsin, more particularly described as follows:

Lot 2 of Certified Survey Map No. 11250, recorded on November 12, 2014, in Book 111, pages 39 through 41, as Document No. 4109791, by the Register of Deeds for Waukesha County, Wisconsin; and being a part of the Northeast ¼ and Southeast ¼ of the Northwest ¼; and part of the Northwest ¼ and Southwest ¼ of the Northeast ¼ of Section 3, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

This real property, along with all fixtures, improvements and appurtenances thereto, is referred to herein as the Property. The description of the Property is subject to amendment to conform to the description contained in the title insurance commitment required by this Contract.

This Contract is subject to the following terms, conditions, representations, warranties and covenants:

- 1. Purchase Price.** The Purchase Price will be **One Thousand Dollars (\$1,000.00)**. The full Purchase Price shall be payable at Closing, subject to adjustment for credits and pro-rations required by this Contract.
- 2. Personal Property.** All personal property in or on the Property as of the date of this Contract is included in the purchase, and will be conveyed to Buyers.
- 3. Conveyance of Title.** Upon payment by Buyers of the Purchase Price at closing, Seller will deliver to Buyers a warranty deed, conveying fee simple title to the Property to Buyer, free and clear of all liens and encumbrances, with the exception of municipal ordinances, zoning ordinances, agreements entered into under municipal or zoning ordinances, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing, a historic preservation conservation easement, restrictive covenants in the warranty deed, and no further exceptions. The warranty deed will be in the form of the attached Exhibit 1. Seller agrees to execute all documents necessary to record the conveyance. The deed will indicate the form of ownership requested by Buyers.
- 4. Closing.** The transaction will close at the City Attorney's office at Waukesha City Hall no later than 15 days after the final approval by the Common Council of the sale of the Property to the Buyers, or at such other time as the Parties mutually agree in writing. Full possession of the Property will be delivered to Buyers at Closing.
- 5. Condition of Property, Warranty Disclaimer.** The Property is sold, and the Buyers accept the Property, as-is, with all faults. The Seller makes no warranties or representations as to the quality or condition of the Property, and disclaims all warranties of quality or condition, expressed or implied, with the sole exception of the warranty of title required by section 3. Buyers waive all causes of action against the Seller arising from the condition or quality of the Property, specifically including but not limited to misrepresentation or breach of contract.

The Buyers acknowledge that prior to executing this Contract, they have had full access to the Property, have adequately inspected the Property themselves, have had adequate opportunity to have professional inspectors inspect the Property for them, and are fully aware of the condition of the Property. The Buyers acknowledge that their decision to close this transaction is based on their inspections and knowledge of the Property, and not upon any representations made by the Seller or any of Seller's officers, employees, or agents.

The Buyers acknowledge that they are aware that the Property may contain lead paint, lead plumbing, asbestos, radon gas, mold, and other toxic or hazardous materials; and that the water supply to the Property may contain radium at levels in excess of the EPA standard, and that they accept the risk that the Property contains those materials.

6. **Zoning.** Buyers acknowledge that the Property is zoned Rm-1, and that Buyers will be subject to all restrictions of Rm-1 zoning, as further restricted by this Contract, the historic preservation conservation easement, and by restrictive covenants in the deed.

7. **Conservation Easement, Restrictive Covenants.** Buyers acknowledge that a conservation easement will be recorded against the Property as required by Wis. Stats. §66.1111(3)(b), which will impose limitations and requirements on the care of, and changes to, the Property, and that Buyers will be subject to all of those limitations and requirements. A copy of the conservation easement is attached hereto as Exhibit 2, and Buyers accept the terms and conditions of the conservation easement. Buyers also acknowledge that the deed will incorporate the restrictive covenants of the conservation easement, and that Buyers accept the terms and conditions of the restrictive covenants.

8. **Maintenance and Insurance Prior to Closing.** Prior to closing, the Seller will maintain the Property and all items subject to this Contract in the condition they were in as of the date of the making of this Contract, at Seller's cost, in the same manner as Seller had before the making of this Contract; except for changes made by the Buyers. Seller will maintain property casualty and liability insurance in force until the date of closing.

9. **Conditions.** The enforceability of this Contract against either party is conditioned on final approval by the City Plan Commission and Common Council of the sale of the Property to the Sellers upon the terms and conditions of this Contract.

10. **Title Insurance.** Buyer shall obtain, at Buyer's sole expense, and at least five (5) days before the date of closing, a written commitment from a title insurance company licensed to issue title insurance in Wisconsin to issue a policy in the amount of the value of the Property, naming the Buyers as the beneficiary thereof. The title insurance must show the title to the Property to be in the condition required in section 3, above, showing exceptions only for those liens to be paid from the proceeds of the closing, and the standard ALTA exceptions contained in the title insurance policy. Buyers will notify Seller of any objection to title on or before the date of closing. Seller will then have thirty (30) days within which to correct the objected-to conditions, and the date of closing will be changed to allow such corrections to take place. If such corrections are not made, then this Contract is voidable at the Buyers' option.

11. **Documents to Be Provided by Seller for Closing.** No later than three days before closing, the Seller must provide to Buyers copies of the following: a warranty deed warranting title as required by this Contract; a transfer-tax receipt, and a proposed closing statement showing all pro-rations as required by this Contract.

12. **Loss Prior to Closing.** If the Property is damaged by fire, vandalism, wind, water, or other loss or casualty before closing, and more than 10% of the structure of the house on the Property is destroyed, then this Contract is voidable at the option of the Buyers.

13. **Leases Prohibited.** After execution of this Contract, Seller will not lease, or enter into any agreement to lease or allow occupancy of, any portion of the Property. Any such lease or agreement to lease, whether in writing or oral, is void.

14. **Broker Commissions.** Buyers shall be solely responsible for the payment of any and all commissions and fees incurred, claimed or demanded by any party in connection with the sale of the Property to Buyers, including without limitation co-broker commissions and MLS fees. Seller shall not be responsible for any such fee, cost or commission in connection with the sale of the Property.

15. **Amendments.** This Contract may be amended only by the mutual, written agreement of the Parties. Any oral amendments are void and unenforceable.

This Contract is made the _____ day of March, 2016.

City of Waukesha

By Shawn N. Reilly, Mayor

Attested to by Gina L. Kozlik, City Clerk

Buyers

Robert E. Salb

Lisa J. Salb

WARRANTY DEED

Parcel ID Number:

After recording return to:
City of Waukesha
Dept of Community Development
201 Delafield St Ste 200
Waukesha WI 53188

The Grantor, **City of Waukesha**, a Wisconsin municipal corporation, for a good and valuable consideration, hereby convey to the Grantees, **Robert E. Salb and Lisa J. Salb**, husband and wife as survivorship marital property, the following-described parcel of real property in Waukesha County, Wisconsin, and all improvements, fixtures and appurtenances thereto, in fee simple:

Lot 2 of Certified Survey Map No. 11250, recorded on November 12, 2014, in Book 111, pages 39 through 41, as Document No. 4109791, by the Register of Deeds for Waukesha County, Wisconsin; and being a part of the Northeast ¼ and Southeast ¼ of the Northwest ¼; and part of the Northwest ¼ and Southwest ¼ of the Northeast ¼ of Section 3, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

This real property is referred to herein as the Property. The Property is not homestead property.

The Grantor warrants that title to the Property is good, indefeasible and free and clear of all liens and encumbrances, with the exception of municipal ordinances, zoning ordinances, agreements entered into under municipal or zoning ordinances, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing, a historic preservation conservation easement, the restrictive covenants in this warranty deed, and no further exceptions, and Grantor will defend the same.

This conveyance is exempt from the real estate transfer fee by Wis. Stat. §77.25(2), and is exempt from the filing of a return by Wis. Stat. §77.255.

This conveyance is subject to the terms and conditions of a Historic Preservation Conservation Easement dated @@, and recorded on @@ as Document Number @@ by the Register of Deeds for Waukesha County, Wisconsin, and such Historic Preservation Conservation Easement is incorporated into this instrument by reference.

Conveyance made this _____ day of March, 2016.

City of Waukesha

By Shawn N. Reilly, Mayor

Attested to by Gina L. Kozlik, City Clerk

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

Shawn N. Reilly and Gina L. Kozlik personally came before me this _____ day of March, 2016, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

Brian E. Running, Notary Public,
Waukesha County, Wisconsin
My commission is permanent.

This instrument was drafted by Brian E. Running, City Attorney.

Historic Preservation Conservation Easement

Parcel ID Number: WAKC 1305 458

After recording return to:
City of Waukesha
Dept of Community Development
201 Delafield St Ste 200
Waukesha WI 53188-3646

The **City of Waukesha, Wisconsin**, a Wisconsin municipal corporation, owner in fee simple of the real property described below, hereby imposes pursuant to Wis. Stats. §66.1111(3)(b) and §700.40(2) a Historic Preservation Conservation Easement on and in the real property, referred to herein as the Property, upon the terms and conditions stated below:

Lot 2 of Certified Survey Map No. 11250, recorded on November 12, 2014, in Book 111, pages 39 through 41, as Document No. 4109791, by the Register of Deeds for Waukesha County, Wisconsin; and being a part of the Northeast ¼ and Southeast ¼ of the Northwest ¼; and part of the Northwest ¼ and Southwest ¼ of the Northeast ¼ of Section 3, Township 6 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

Recitals

The City of Waukesha is the fee simple owner of the real property legally-described above, referred to herein as the Property. On the Property is a historic building known as the Blair House, built in 1876, which is listed on the National Register of Historic Places as the Senator William Blair House.

The Property has significant historical significance to the City of Waukesha and the State of Wisconsin, as it was the home of both Wisconsin Senator William Blair and his son, Waukesha Mayor Henry Blair.

It has significant architectural significance to the City of Waukesha, as it is one of the best examples of Classic Italianate architecture in the City.

It is also significant that Henry Blair bequeathed the Property to the City upon his death, in the knowledge that it was a valuable asset to the City and that it would be preserved for future generations.

It is the City's desire that the Property be maintained in perpetuity as a historic property, and that a conservation easement be placed upon the Property to ensure that the historic character and qualities of the Property be preserved.

Now, therefore, the City imposes the following covenants upon the Property, and creates a conservation easement upon the Property, with the right of enforcement in the City, as follows:

- 1. Covenants Run with the Land.** The terms, conditions, provisions and covenants in this instrument are appurtenant to and run with the land, inure to the benefit of the Grantor, and are binding upon all successors in interest to, and subsequent purchasers of, the Property, regardless of the nature of the successors' interests and regardless of the circumstances by which succession thereto occurs, including, without limitation, by foreclosure of mortgage or lien, or by sheriff's deed. Such successors and subsequent purchasers are referred to herein as Owners. Interest, as used herein, includes both legal and equitable interests.
- 2. General Requirement.** All historic features of the Property shall be protected, preserved, and maintained, at the Owners' sole expense; and all continued maintenance and repair of the Property shall be in accordance with the recommendations in the Secretary of the Interior's standards for rehabilitation and associated guidelines, or any substantially-similar standards of the Wisconsin Historical Society; so as to preserve the architectural and historical integrity of the features, materials, appearance, workmanship, and environment in order to protect and enhance those qualities that made the property eligible for listing in the National Register.

3. **Alterations, Requirement of Pre-Approval.** Owners shall not alter, demolish, add onto, remodel, reconstruct or otherwise modify the interior or exterior of any structure on the property; or construct any new structure on, or relocate any structure to, the Property without first obtaining a Certificate of Appropriateness from the City of Waukesha Landmarks Commission, following procedures and using forms designated by the City for such purposes. Denials of Certificates of Appropriateness shall be made only for failures to comply with the terms and conditions of this Easement, any other contracts entered into between the City and Owners, any applicable City ordinance, or the published standards of the Department of the Interior or Wisconsin Historical Society. All denials shall be in writing with a full explanation for the denial.
4. **Certain Uses Prohibited.** The following use restrictions shall apply to the Property, regardless of uses that are permitted or conditionally allowed by applicable zoning ordinances.
 - a. **Commercial Uses.** There shall be no commercial uses on this property except for the following:
 - i. Home occupations, as defined in Waukesha Municipal Code §22.05(107) or its successor.
 - ii. Home industries, as defined in Waukesha Municipal Code §22.05(106) or its successor.
 - iii. Professional home offices as defined in Waukesha Municipal Code §22.05(150) or its successor.
 - iv. Bed and breakfast establishments, as defined in Waukesha Municipal Code §22.05(24) or its successor.
 - b. **Residential Uses Exceeding Two Dwelling Units.** There shall be no residential uses on the Property that exceed two Dwelling Units, as defined in Waukesha Municipal Code §22.05(64) or its successor, except for the following:
 - i. Community Living Arrangements, as defined in Waukesha Municipal Code §22.05(44) or its successor, having no more than 8 occupants, or having no more than 16 occupants if approved as a conditional use.
 - ii. Foster family homes, as defined in Waukesha Municipal Code §22.05(91) or its successor.
 - iii. Family day-care homes, as defined in Waukesha Municipal Code §22.05(70) or its successor.
 - c. **Cell Phone Facilities.** Mobile service facilities, as defined in Wis. Stat. §66.0404(1)(L), mobile service support structures, as defined in Wis. Stat. §66.0404(1)(n), and support structures, as defined in Wis. Stat. §66.0404(1)(t), are prohibited on the Property.
5. **Casualty Loss.** Owners shall notify the City in writing of any substantial damage to the property by accidental, natural, or deliberate causes within 30 days of the date on which the damage occurred. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Owners without the City's prior written approval.
6. **Access to Property.** The City shall have access to the interior and exterior of the Property for purposes of monitoring Owners' compliance with this instrument, upon reasonable, prior, written notice. Nothing in this instrument shall be deemed to require the City to conduct inspections of the Property.
7. **No Waiver of Remedies.** The City's failure to exercise any right or remedy granted under this instrument, or to conduct on-site inspections of the Property, shall not be deemed to be a waiver or limitation of any right or remedy.
8. **Incorporation into Conveyances.** The City shall incorporate the covenants, restrictions and provisions contained herein, either verbatim or by express reference, in any deed or other legal instrument by which the City divests itself of any interest in the Property.
9. **Enforcement.** The City is the Holder of this Conservation Easement, as that term is used in Wis. Stats. §700.40. The covenants, restrictions and provisions contained herein are enforceable by the City by a lawsuit in the Circuit Court of Waukesha County, Wisconsin, or any other court of competent jurisdiction. Violations of this Conservation Easement will result

in irreparable harm that may not be adequately remedied by money damages, and an injunction may be obtained to enjoin violations of this Conservation Easement without further showing of irreparable harm or inadequacy of money damages.

- 10. **Indemnification.** The Owners shall indemnify and hold the City and its successors and assigns harmless from any liabilities, costs, actual attorney fees, judgments, or expenses arising from claims by third parties of defaults by Owners of the terms of this Conservation Easement.
- 11. **Assignment by Holder.** The City may, in its sole discretion and without prior notice to Owners, assign all or part of the City's rights under this Conservation easement to a third party, provided that the third party shall be bound to all of the City's obligations imposed by this instrument.
- 12. **Plaque.** The City may, in its sole discretion, install a plaque of suitable design at a point easily visible by the public, giving information about the historic nature of the Property, and stating that the Property is subject to a preservation conservation easement. Owners shall take reasonable measures for the duration of the term of this Conservation Easement to protect and maintain the visibility of any such plaque.
- 13. **Amendment or Termination.** This instrument may be amended or released by the City, and such amendment or release shall become effective upon its recording by the Register of Deeds for the County in which the Property is located.

Dated this _____ day of March, 2016.

City of Waukesha

By Shawn N. Reilly, Mayor

Attested by Gina L. Kozlik, City Clerk

STATE OF WISCONSIN }
 } ss.
WAUKESHA COUNTY }

Shawn N. Reilly and Gina L. Kozlik personally came before me this _____ day of March, 2016, executed this instrument in the indicated capacities, in my presence, and acknowledged the same.

_____, Notary Public, Waukesha County, Wisconsin
My commission (is permanent)(expires_____)

This instrument was drafted by Brian E. Running, City Attorney.