

AGREEMENT FOR PURCHASE AND SALE OF FEE OWNERSHIP

AGREEMENT made this 7th day of December, 2021, by and between City of Waukesha (“Seller”) and Waukesha County on behalf of the Waukesha County Airport (“Buyer”).

By signing this document, the parties are creating a legally enforceable contract.

Fee Acquisition. Subject to the terms of this Contract, Seller agrees to sell and Buyer agrees to purchase the real estate, and all structures and other improvements located east of County Road T, adjacent to the EB I-94 on-ramp, City of Waukesha, County of Waukesha, Wisconsin, identified tax key WAKC0973991001, and more particularly described on the Draft CSM attached hereto and incorporated herein (the “Property”). All fixtures are included in this acquisition, except for: NO FIXTURES NOTED.

1. **Purchase Price.** The purchase price for the Property is \$10,500, which will be paid in cash or equivalent at Closing unless otherwise provided for herein.

2. **Occupancy.** Occupancy of the entire Property shall be given to Buyer at time of Closing unless otherwise provided for herein. At such time, Property shall be free of all debris and personal property.

3. **Closing and Place of Closing.** This transaction shall be closed (the “Closing”) at a place designated by Buyer, on or before February 28, 2022, unless another date is agreed to in writing by Seller and Buyer.

4. **Closing Prorations.** ~~The following items shall be prorated at Closing: real estate taxes, rents, water and sewer use charges, garbage pick-up and other private and municipal charges, property owner’s association assessments, fuel and _____.~~ Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to Closing. Net general real estate taxes shall be prorated based on the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year. Nothing will be prorated.

5. **Property Damage Between Acceptance and Closing.** Seller shall maintain the Property until the earlier of Closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Agreement, except for ordinary wear and tear. If prior to Closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Agreement, if the Buyer so elects. If the damages shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Agreement may be canceled at option of Buyer. Should Buyer elect to carry out this Agreement despite such damage, Buyer shall

be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy.

6. **Definition of Fixtures.** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and component parts; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

7. **Time is of the Essence.** "Time is of the Essence" as to occupancy, date of Closing, and all other dates and deadlines in this Agreement. If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract.

8. **Conveyance and Title Evidence.**

- (a) Conveyance of Title: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) 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. Seller further agrees to complete and execute the documents necessary to record the conveyance.
- (b) Form of Title Evidence: Buyer shall obtain evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current form issued by an insurer licensed to write title insurance in Wisconsin.
- (c) Provision of Merchantable Title: Buyer shall pay all costs of providing title evidence. For purposes of Closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer not less than 3 business days before Closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of Closing and standard title insurance requirements and exceptions, as appropriate.
- (d) Title Acceptable for Closing: If title is not acceptable for Closing, Buyer shall notify Seller in writing of objections to title by the time set for Closing. In such event, Seller shall have a 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 Seller is unable to remove

said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for Closing shall be extended accordingly. If Buyer does not waive the objections, this Agreement shall be null and void. Providing title evidence acceptable for Closing does not extinguish Seller's obligations to give merchantable title to Buyer.

9. **Seller Warranties.** Seller warrants and represents to Buyer that Seller has no notice or knowledge of any of the following:

- (a) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the Property.
- (b) Any government agency or court order requiring repair, alteration, or correction of any existing condition of the Property.
- (c) Shoreland or special land use regulations affecting the Property; and
- (d) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the Property.

10. **Special Assessments.** Special assessments, if any, for work on site actually commenced prior to the date of this Agreement shall be paid by the Seller. Special assessments, if any, for work on site actually commenced after the date of this Agreement shall be paid by the Buyer.

11. **Entire Contract.** This document, including any amendments to it, contains the entire Agreement of the Buyer and Seller regarding the 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.

12. **Miscellaneous.** Buyer and Seller further agree as follows:

- (a) Seller shall furnish to Buyer, upon execution of this Agreement, copies of all existing leases or agreements made with tenants that relate to the Property. Seller warrants that the Property is not leased.
- (b) The Seller hereby agrees that Seller will save and hold Buyer harmless from any and all claims for personal injury or damages to personal property on the Property or any other claims which may be made by reason for such injury or damage during the period the Seller is in possession of said Property. The Seller assumes all responsibility for the proper maintenance of the Property to and including the date of vacation as herein above agreed.
- (c) The Seller further agrees to pay all utility bills and present evidence of such payment prior to receiving payment under this Agreement.
- (d) The Seller further agrees to secure quit claim deeds from any and all parties having an interest in the Property by reason of existing shared well

agreements, or easements for the purpose of water rights and septic disposal rights.

- (e) The Seller further agrees to save and hold Buyer harmless from any and all obligations to participate in the payment of costs accrued by reason of the operation of a well or septic disposal system. The Seller agrees to furnish property documents to affect these releases.
- (f) Any items requiring compensation under Sec. 32.19, Wis. Stats. are not included in the purchase price and have not been included in this Agreement. Relocation expenses may be claimed by submitting a relocation claim as provided in Sec. 32.19, Wis. Stats., and Chapter ADM 92, Wisconsin Administrative Code.
- (g) Seller and Buyer agree to act in good faith and use diligence in completing the terms of this Agreement. This Agreement binds and inures to the benefit of the parties to this Agreement and their successors in title and interest, assigns, personal representatives, heirs, executors, trustees, and administrators.
- (h) The warranties, covenants and representations made herein survive the Closing and the conveyance of this Property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this Agreement.

13. **Binding Effect.** This Agreement is binding on the successors and assigns of the parties hereto.

14. **Special Conditions.**

(a) **Mapping:** Seller consents to Buyer surveying the Property, and to preparing a certified survey map (“CSM”) showing the Property and any remaining property of Seller. Seller authorizes Buyer to submit the CSM for approval to any governmental authority having appropriate jurisdiction thereof. If a CSM is so obtained and approved, it shall be monumented and recorded; and the conveyance of the Property at the closing of this transaction, shall utilize the description set forth in the CSM.

(b) _____

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement the day and year first written above.

Seller Signature

Shawn Reilly, Mayor, Waukesha

Print Name

Date

Teresa Klein
WisDOT/BOA Airport Land Program Manager

Tami Weaver
WisDOT/BOA Airport Program Chief

Date

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

Of a parcel of land described in Document No. 997701, located in part of the Northwest 1/4 of the Northeast 1/4 of Section 28, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

LEGEND			
●	- FOUND 1-1/4" O.D. IRON PIPE	⊠	- ELECTRICAL TRANSFORMER
⊙	- FOUND 1-1/2" O.D. IRON PIPE	⊗	- UTILITY PEDESTAL
⊖	- FOUND 2-1/2" O.D. IRON PIPE	○	- CONCRETE BOLLARD
[]	- RECORDED BEARING/LENGTH PER DEEDS	()	- RECORDED BEARING/LENGTH PER SURVEYS

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	297.02'	656.20'	25°56'03"	N11° 35' 15"E	294.49'
C1a	30.95' (30.84')		2°42'09"	N00° 01' 41"W (N00°52'27"E)	30.95' (30.84')
C1b	266.07' (266.14')		23°13'54"	N12° 56' 20"E (N13°50'22"E)	264.25' (264.32')

**INGRESS/EGRESS
EASEMENT
DETAIL
(NOT TO SCALE)**

I, Nathan J. Wincentsen, Professional Land Surveyor S-2539, hereby certify to the best of my knowledge and belief: That I have surveyed and mapped Of a parcel of land described in Document No. 997701, located in part of the Northwest 1/4 of the Northeast 1/4 of Section 28, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin described as follows:

Commencing at the North 1/4 corner of said Section 28; Thence South 01°06'54" East along the West line of said Northeast 1/4, 683.52 feet; Thence North 88°53'06" East, 56.87 feet to the East right-of-way line of North Grandview Boulevard and the beginning of a tangential curve to the right; thence 297.02 feet along the arc of said curve and said East right-of-way line, said arc having a radius of 656.20, a central angle of 25°56'03" and a chord that bears North 11°35'15" East for a distance of 294.49 feet to the point of beginning; Thence continuing 409.24' along said arc and said East right-of-way line, said arc having a radius of 656.20 feet, a central angle of 35°43'56" and a chord that bears North 42°25'15" East for a distance of 402.64 feet to the South right-of-way line of Interstate Highway 94; Thence South 00°42'49" East along said South right-of-way line and the East line of said parcel of land described in Document No. 997701, 350.60 feet to the South line of said parcel of land described in Document No. 997701; Thence North 79°03'39" West along said South line, 281.08 feet to the point of beginning.

That the above described parcel of land contains 56,793 square feet or 1.304 acres, more or less;

That said parcel is subject to all easements, restrictions and right-of-ways of record including a 10' wide Utility Easement per Document No. 2096107; Also including a 30' wide Ingress/Egress Easement benefiting Parcel 82 per Document No. 997701

That I have made this survey and map thereof at the direction of Becher-Hoppe Associates Inc., Agent 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 the City of Waukesha in Surveying, Mapping and Dividing the same.

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

Dated this 18TH day of FEBRUARY 2021

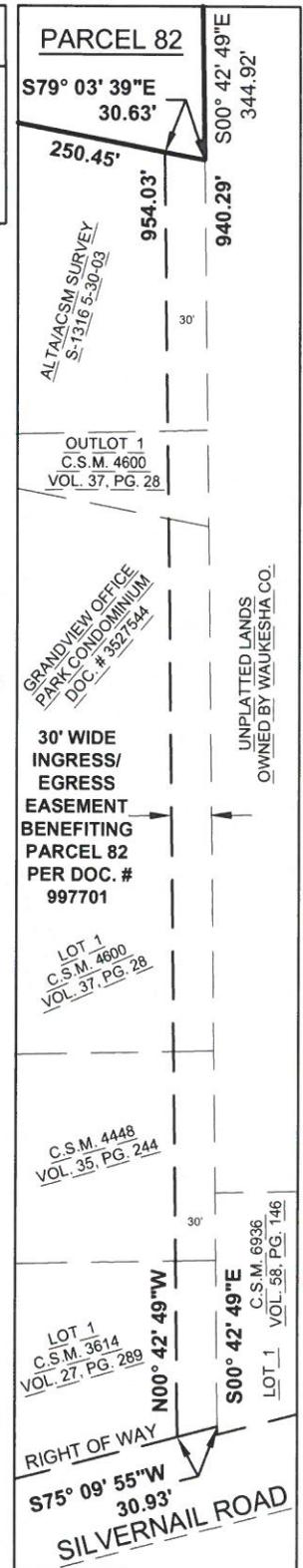
Nathan J. Wincentsen

Riverside Land Surveying LLC

Nathan J. Wincentsen

P.L.S. No. 2539

SHEET 2 OF 2



RIVERSIDE LAND SURVEYING LLC
5310 WILLOW STREET, WESTON, WI 54476 PH 715-241-7500 - FAX 715-355-6894
email - mail@riversidelandsurveying.com

DRAWN BY S.M.H.	DATE NOVEMBER 18, 2020
CHECKED BY N.J.W.	PROJECT NO. 3374
PREPARED FOR: BECHER-HOPPE ASSOCIATES	