



2445 S. Afton Rd.  
Beloit, WI 53511  
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[www.townofbeloitwi.gov](http://www.townofbeloitwi.gov)

MEMORANDUM

4/10/2024

TO: Town of Beloit Board of Supervisors  
FROM: Tim Wellnitz, Town Administrator  
RE: Discussion and possible action on purchase agreement amendment and exercising option to purchase for real property south of E. Philhower Road

**STAFF RECOMMENDATION**

I recommend that the Board approve purchase agreement amendment 2 and authorize the Town Administrator to exercise the option to purchase Phase 3 from Bill Wieland and Mary Frey.

**RECOMMENDED MOTION**

I move to approve purchase agreement amendment 2 and authorize the Town Administrator to exercise the option to purchase Phase 3 from Bill Wieland and Mary Frey.

**BACKGROUND**

The Board previously approved of an agreement with property owners Bill Wieland and Mary Frey to purchase Phase 1 and have options to purchase Phases 2, 3, and 4 to facilitate development of this property sooner than would have been possible without the Town controlling it. The Board has also since authorized the closing as described in purchase agreement amendment 1 at a reduced price of \$15,000.00/acre instead of \$17,000.00/acre for Phase 2 property & \$15,000.00/acre instead of \$25,000.00/acre for road access property through Phase 4. This closing has occurred consistent with purchase agreement amendment 1.

The Board also approved of a contract with a residential developer for the sale of a portion of the land that the Town has already purchased as well as an option to purchase for land that the Town has already acquired or has an option on. The Town has subsequently sold a portion to New Leaf Homes for the first phase of Blackhawk Reserve.

Proposed purchase agreement amendment 2 would create an additional option for the Town to close on Phase Three by June 30, 2024. By exercising this additional option, the subdivision naming requirement for Phase Two would be removed and the option payment requirement for Phase 4 would be eliminated. The Phase Three purchase would be at the contract price of \$20,000/acre for roughly 56 acres.

**ANALYSIS**

It is important for the Town to secure this additional land for development.

**CC: Karry DeVault, Town Clerk**

**PURCHASE AGREEMENT  
AMENDMENT 2**

1. **THE PARTIES.** This Purchase Agreement Amendment 2 ("Amendment 2") is made by and between the Town of Beloit ("Town"), and William Wieland and Mary Frey ("Wieland"), on this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"). The Town and Wieland may be referred to individually as "Party" or collectively as "Parties."
2. **EXISTING AGREEMENT.** The Parties agree to amend a purchase agreement signed by the Parties with an Effective Date of July 20, 2021 and Purchase Agreement Amendment 1 with an Effective Date of July 17, 2023 relating to Wieland selling approximately one hundred and seventy (170) acres to the Town in phases ("Existing Agreement").
3. **AMENDMENTS.** The following terms of the Existing Agreement are amended as follows:
  - A. The Town shall be provided with an additional option to purchase Phase Three by June 30, 2024.
  - B. The third option payment of \$60,804.00 that was due on January 15, 2024 and sent to Wieland and returned to Town shall be retained by Town and not be applied to either party as a deduction or addition at closing as described in Paragraph A.
  - C. By Town exercising additional option described in Paragraph A then the requirement to name Phase Two subdivision acreage "Williamsburg Marysland" is eliminated.
  - D. By the Town exercising the additional option as described in Paragraph A then the Phase 4 option payment requirement shall be eliminated.
  - E. All other portions of the terms and conditions of the Existing Agreement shall remain in full force and effect.
4. **EXECUTION.** This Amendment may be executed in separate counterparts, either of which, when so executed, shall be deemed to be an original and both of which, when taken together, shall constitute but one and the same instrument.

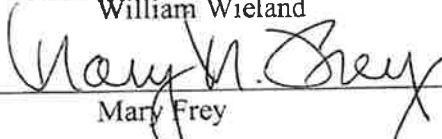
**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date first written above.

TOWN OF BELOIT

By: \_\_\_\_\_  
Diane M. Greenlee, Town Chairperson

Attest: \_\_\_\_\_  
Karry DeVault, Town Clerk

WIELAND  
  
\_\_\_\_\_  
William Wieland

By:   
\_\_\_\_\_  
Mary Frey

## PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made by and between the Town of Beloit (“Town”), 2445 South Afton Road, Beloit, Wisconsin 53511 and William Wieland and Mary Frey (“Wieland”), 3307 Riverside Drive, Beloit, Wisconsin 53511, on this 20<sup>th</sup> day of July, 2021 (“Effective Date”). The Town and Wieland may be referred to individually as “Party” or collectively as “Parties.”

**WHEREAS**, Wieland wishes to sell approximately one hundred and seventy (170) acres to the Town;

**WHEREAS**, the Town wishes to purchase said acreage in phases;

**WHEREAS**, Wieland agrees to sell said acreage in phases, specifically four (4) phases, with Phase One being approximately sixty-six and one half (66.5) acres;

**WHEREAS**, the Town wishes to purchase the Phase One acreage once this Agreement is fully executed;

**WHEREAS**, the Town wishes to have the option to purchase the Phase Two acreage within three (3) years and the Phase Three and Phase Four acreages within five (5) years; and

**WHEREAS**, Wieland agrees with the option to purchase timeline with certain provisions as outlined below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Town and Wieland agree as follows:

### Section 1. Purchase of Acreage and Terms of Purchase.

A. Phase One. The Town shall purchase Phase One, approximately sixty-six- and one-half acres (66.5), for \$15,000.00 per acre, which totals \$997,500.00. Wieland shall be given a credit for the sewer assessment on this acreage, which totals \$98,281.00. Therefore, the Town shall pay Wieland \$899,219.00 upon the execution of the Agreement. (See Exhibit A for Legal Description)

B. Phase Two. The Town shall have the option to purchase thirty-seven and four-tenth (37.4) acres in Phase Two. The Town shall maintain this option for a period of three (3) years from the date of the closing on Phase One. Should the Town exercise this option to purchase, the Town shall pay Wieland \$17,000.00 per acre, for a total purchase price of \$635,800.00.

Further, the Town shall have the option to purchase acreage north (Phase Four acreage) of Phase Two acreage in order to construct an access road to South Riverside Drive. The Town shall pay \$25,000.00 per acre for the access road acreage.

Finally, the Town agrees to name any subdivision on Phase Two acreage “Williamsburg Marysland.” (See Exhibit B for Legal Description)

C. Phase Three. The Town shall have the option to purchase fifty-five and eight/tenths (55.8) acres in Phase Three. The Town shall maintain this option for a period of five (5) years from the date of the closing on Phase One. Should the Town exercise this option to purchase, the Town shall pay Wieland \$20,000.00 per acre, for a total purchase price of \$1,116,000.00. (See Exhibit C for Legal Description)

D. Phase Four. The Town shall have the option to purchase eleven (11) acres in Phase Four. The Town shall maintain this option for a period of five (5) years from the date of the closing on Phase One. Should the Town exercise this option to purchase, the Town shall pay Wieland \$25,000.00 per acre, for a total purchase price of \$275,000.00, less any payment(s) previously made by the Town for access road acreage. (See Exhibit D for Legal Description)

E. Option Payment. In order for the Town to preserve its options to purchase the acreage in Phases Two, Three and Four, the Town shall place in escrow three (3) percent of the total purchase price of all acreage in all phases, which would be \$2,026,800.00, reflecting the Town’s payment for the Phase One acreage. Three (3) percent of the total purchase price is \$60,804.00. The Town shall pay the option payment to Wieland every year by January 15 until a Phase is fully purchased or the Town declines the option to purchase a Phase. The first option payment shall be made by January 15, 2022. The option payments shall be applied to the closing price of next, subsequent Phase. Should the Town decline to purchase the next, subsequent Phase any escrowed option payments shall be forfeited and released to Wieland.

## Section 2. Representations and Warranties.

Wieland represents and warrants to the Town as follows:

a. Wieland warrants that he has the power and authority to implement and fulfill all aspects of this Agreement.

b. Wieland warrants that he is the owner of record and possesses all right, title and interest in the acreage in all four Phases. Wieland warrants that all the acreage is free and clear of any and all liens and encumbrances. Wieland warrants that he shall deliver to Town all acreage with good, valid and marketable title.

c. Wieland warrants that he has the requisite knowledge and experience and has been furnished with access to information and documentation regarding the Town and, therefore, Wieland is capable of evaluating the merits and risks of provisions of this Agreement. Wieland has been able to inquire and receive answers regarding the terms and conditions of this Agreement Wieland warrants that he is able to fulfil the terms and conditions of said Agreement.

The Town represents and warrants to Wieland as follows:

a. The Town warrants that it has the power and authority to implement and fulfill all aspects of this Agreement.

b. The Town is a body corporate and politic, duly organized and validly existing under the laws of the State of Wisconsin.

c. This Agreement and all other instruments or documents executed by the Town in connection with this Agreement have been duly executed by the Town and constitute valid and legally binding commitments of the Town and are enforceable in accordance with their respective terms. The terms of this Agreement comply with all applicable laws of the United States of America and the laws of the State of Wisconsin.

Section 3. Miscellaneous.

**Notices:** Both Parties to this Agreement shall provide sufficient notice or communication by certified mail, return receipt requested, to the addresses listed above, or to other such address as either Party may furnish to the other in writing, with regard to any notice or communication directly related to this Agreement. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**Successors and Assigns:** The Agreement shall be legally binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**Entire Agreement:** This Agreement contains the entire agreement of the Parties regarding the subject matter of this Agreement and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

**Amendment:** This Agreement may be modified or amended if said modification or amendment is made in writing and signed by both Parties.

**Severability:** If any provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as to be limited.

**Governing Law:** To the extent not preempted by federal law, the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, with venue being in Rock County, Wisconsin.

**Counterparts:** This Agreement may be executed in separate counterparts, either of which, when so executed, shall be deemed to be an original and both of which, when taken together, shall constitute but one and the same agreement.

Survival: The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

Further Assurances: Each Party shall at any time and from time to time after the Effective Date take whatever actions the other Party or its agents reasonably request to effectuate, record, evidence or perfect the transfer of the acreage to the Town pursuant to this Agreement or to otherwise effectuate or implement any of the transactions contemplated herein.

Waiver: The waiver of any breach or violation of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or condition, neither shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party claiming the waiver.

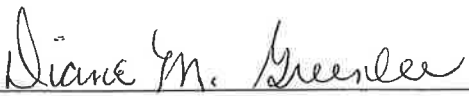
Effect of Titles and Headings: The title of this Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of this Agreement or the Sections.


Attorney's Fees: If any legal proceedings are brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law or the party designated as such the Court.

Interpretation: The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of authorship of this Agreement.


**IN WITNESS WHEREOF**, the Parties to this Agreement caused this Agreement to be executed on the date first written above.

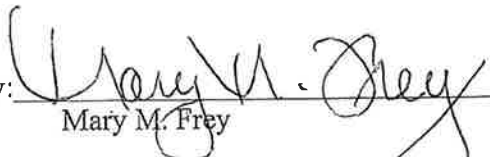
TOWN OF BELOIT

By:   
Diane M. Greenlee, Town Chairperson

Attest:   
Karry DeVault, Town Clerk

WIELAND

By:   
William Wieland

By:   
Mary M. Frey

**PURCHASE AGREEMENT  
AMENDMENT 1**

1. **THE PARTIES.** This Purchase Agreement Amendment 1 ("Amendment") is made by and between the Town of Beloit ("Town"), and William Wieland and Mary Frey ("Wieland"), on this 17<sup>th</sup> day of July, 2023 ("Effective Date"). The Town and Wieland may be referred to individually as "Party" or collectively as "Parties."
2. **EXISTING AGREEMENT.** The Parties agree to amend a purchase agreement signed by the Parties with an Effective Date of July 20, 2021 relating to Weiland selling approximately one hundred and seventy (170) acres to the Town in phases ("Existing Agreement").
3. **AMENDMENTS.** The following terms of the Existing Agreement are amended as follows: If the Town exercises the option to purchase Phase Two and closes on Phase Two on or prior to December 31, 2023 then the purchase price for Phase Two shall be at \$15,000.00 per acre instead of the previously agreed to price of \$17,000.00 per acre.

Further, if the Town exercises the option to purchase acreage north (Phase Four acreage) of Phase Two acreage in order to construct an access road to South Riverside Drive and closes on said access road acreage on or prior to December 31, 2023 then the purchase price for such access road acreage shall be at \$15,000.00 per acre instead of the previously agreed to price of \$25,000.00 per acre.


All other portions of the terms and conditions of the Existing Agreement shall remain in full force and effect.

4. **EXECUTION.** This Amendment may be executed in separate counterparts, either of which, when so executed, shall be deemed to be an original and both of which, when taken together, shall constitute but one and the same instrument.


**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date first written above.

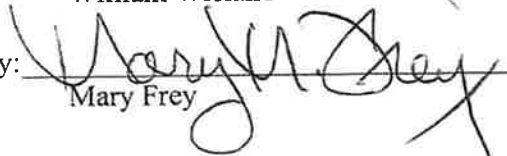
TOWN OF BELOIT

By:   
Diane M. Greenlee, Town Chairperson

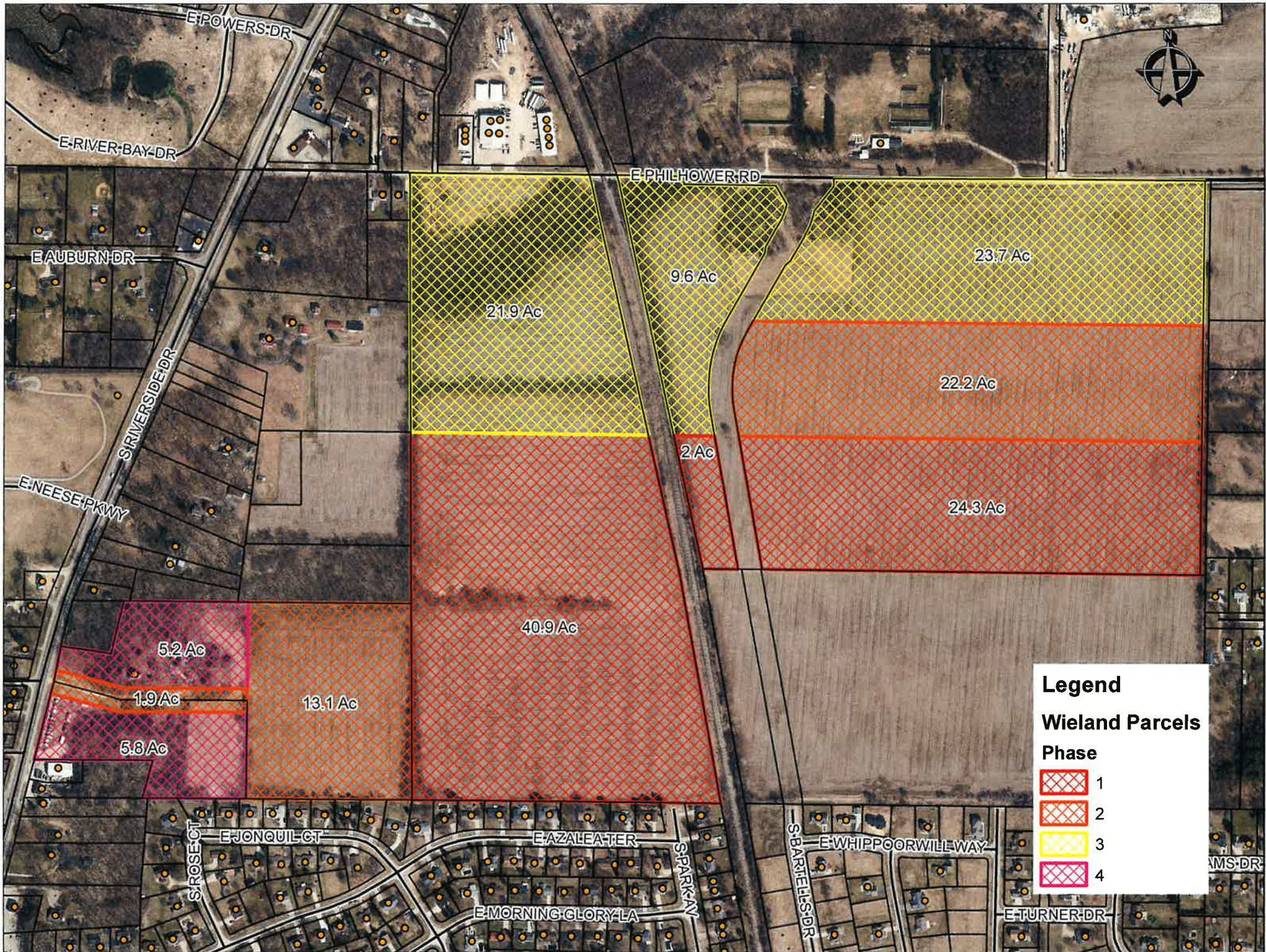
Attest:   
Karry DeVault, Town Clerk

WIELAND

By:   
William Wieland

By:   
Mary Frey





1 inch equals 500 feet