

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Brent Sutherland
INITIATED BY



1/10/2022
DATE DRAFTED

Authorizing the Purchase and Sale Agreement for the Sale of 21,143 Sq.Ft. of Parking Lot to Neighboring Property Owner

WHEREAS, the County owns the property located at 1717 Center Ave currently known as the Doctor Daniel Hale Williams Rock County Resource Center; and,

WHEREAS, the adjacent commercial property owner at 1747 Center Ave (former gas station) has made an offer to purchase a section of parking lot approximately 21,143 sq. ft. or 49 parking stalls from Rock County for the amount of \$95,000 ; and,

WHEREAS, this parking is in excess of Rock Counties parking needs for this location, which will give this business owner the needed parking to complete a new business venture at his location; and,

WHEREAS, Rock County did have the property appraised ; and,

WHEREAS, the appraised value along with the cost of the parking lot improvements just completed is how the \$95,000 price was set; and,

WHEREAS, the purchaser will be responsible for the costs associated with the new Certified Survey maps and approvals.

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 27th day of January, 2022, approves the sale of the section of property as listed in the offer to purchase to Hamza Properties LLC. in Wisconsin for the amount of \$95,000.

FISCAL NOTE:

Due to the purchase of the property being funded by County issued debt, the proceeds from the sale of any portion of the property should go to fund other public projects.

/s/ Sherry Oja

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 59.52(6), Wis. Stats.

s/Richard Greenlee

Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/ Josh Smith

Josh Smith
County Administrator

Committee Action

General Services Committee

The General Services Committee recommended this resolution for approval by a unanimous voice vote. Supervisors Brien and Wilson were absent.

Executive Summary

Authorizing the Purchase and Sale Agreement for the sale of 21,143 Sq. Ft. of Parking Lot to Neighboring Property Owner

Resolution before authorizes the sale of 21,145 sq. ft. of parking lot space located at 1717 Center Ave (the Dr. Daniel Hale Williams Rock County Resource Center) to the adjacent commercial property owner located at 1747 Center Ave for the amount of \$95,000. The appraised value along with the recent parking lot improvements is how the cost of \$95,000 was determined. This space is 49 parking stalls plus drive and is in excess for the needed parking stalls at this location. This sale will allow the Commercial business owner Hamza Properties LLC to pursue a new business venture at this location.

PURCHASE & SALE AGREEMENT

THIS AGREEMENT is made to become effective as of the ____ day of January, 2022 (the “Effective Date”) by and between the County of Rock, Wisconsin, a body corporate under Chapter 59 of the Wisconsin Statutes (“Seller”) and Hamza Properties, LLC, a Wisconsin limited liability company (“Buyer”). Seller and Buyer are sometimes referenced collectively in this Agreement as the “Parties” and individually as a “Party”.

WITNESSETH:

1. **Sale and Purchase.** Subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller a parcel of real property consisting of +/- 0.4852 acres located in the City of Janesville, Rock County, Wisconsin, together with all Seller’s improvements and fixtures thereon, all appurtenances thereto, designated as part of Tax ID No. 241 0412100306 (the “Real Property”). The general location and configuration of the Real Property is identified as the “APPROXIMATE PROPOSED AREA TO BE TRANSFERRED” in attached Exhibit A which is incorporated herein by reference. The exact legal description of the Real Property shall be governed by the Certified Survey Map.

2. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Real Property shall be \$95,000.00 (the “Purchase Price”), payable by certified check, cashier’s check, wire transfer or other immediately available funds at Closing.

3. **Certified Survey Map.** The Parties agree and understand that the Closing of the transaction contemplated by this Agreement is contingent upon the approval of a Certified Survey Map (the “CSM”) of the Real Property. The CSM shall provide for, among other things, the combination of the Real Property with Buyer’s Current Parcel (as defined in Section 8, below) to form a legally conforming parcel of real property. Seller shall provide the CSM of the Real Property approved by all applicable governmental authorities, in recordable form acceptable to the Rock County Register of Deeds, no later than the Closing. The preliminary CSM and all subsequent modifications thereto must be approved in writing by Buyer prior to submission of the same to any governmental authority, said approval to be in Buyer’s sole and exclusive discretion. The Parties agree that Buyer shall pay the costs associated with the preparation, approval and recordation of the CSM and other survey work on the Real Property.

4. **Title Insurance.** As soon as possible but not more than ten (10) days after execution of this Agreement, Seller at Seller’s expense shall obtain and deliver to Buyer for Buyer’s review a current commitment for an ALTA owner’s policy of title insurance with an effective date on or after the Effective Date of this Agreement (the “Title Commitment”) covering the Real Property and issued by a title insurance company acceptable to Buyer which is licensed to issue title insurance in Wisconsin (the “Title Company”) in the full amount of the Purchase Price, together with complete and legible copies of all underlying title documents referenced in the Title Commitment. The final owner’s policy shall contain a GAP endorsement at Seller’s expense and all standard and general title insurance exceptions shall be removed and deleted to afford full extended coverage to Buyer; provided, however, that the standard survey exceptions shall not be removed unless Buyer obtains an ALTA survey as provided in Section 4 above. The Title Commitment shall show title to the Property not more than fifteen (15) days prior to the Closing

and, if necessary, Seller shall provide to Buyer an updated Title Commitment in order to confirm title to the Real Property within the fifteen (15) day period specified herein.

5. **Property Documentation.** As soon as possible but not more than ten (10) business days after execution of this Agreement, Seller at Seller's expense shall deliver to Buyer for Buyer's review complete and accurate copies of any and all leases, maintenance contracts, service contracts, building plans, architectural drawings, site plans, surveys, environmental reports, inspection reports, asset lists, equipment manuals and other information pertaining to the Real Property and the improvements thereon and the Business Personal Property that are in the possession, custody and/or control of Seller (collectively the "Property Documentation").

6. **Conveyance of Title.** At Closing, upon payment of the Purchase Price, Seller shall convey the Real Property to Buyer by general warranty deed in a form acceptable to Buyer, free and clear of any and all liens and encumbrances except for Permitted Exceptions. For purposes of this Agreement, "Permitted Exceptions" shall mean any exception to title set forth in the Title Commitment and any other encroachment or other defect disclosed in the Survey (if any) which are accepted or deemed to be accepted by Buyer; provided, however, that Permitted Exceptions shall expressly exclude any title or other defect which (a) is not disclosed to Buyer in writing not less than ten (10) days prior to Buyer's Review Deadline, (b) provides for a forfeiture of title to the Real Property at any time, (c) prohibits or restricts use of the Real Property for Buyer's intended purpose consistent with applicable zoning requirements, and/or (d) consists of any mortgages (except mortgages granted by Buyer), leases (except leases accepted by Buyer and assigned to Buyer at Closing), judgments and/or other monetary liens against the Real Property.

7. **Tenant Leases.** There are no tenant leases affecting the Real Property.

8. **Ingress and Egress Easements.** The Parties acknowledge and agree that Buyer is the current owner of certain real property located in the City of Janesville, Rock County, Wisconsin, commonly known as 1747 Center Ave, Janesville, WI ("Buyer's Current Parcel") and, as such, Buyer holds (i) an easement for ingress and egress to and from Center Avenue over Seller's property commonly known as 1717 Center Ave, Janesville, WI ("Seller's Parcel") pursuant to an Ingress and Egress Easement to Center Avenue recorded March 9, 1998 as Document No. 1361718 (the "Center Ave Easement"), a copy of which is attached hereto as Exhibit B; and (ii) an easement for ingress and egress to and from Lafayette Street over Seller's Parcel pursuant to an Ingress and Egress Easement to Lafayette Street recorded March 9, 1998 as Document No. 1361717 (the "Lafayette St. Easement"), a copy of which is attached hereto as Exhibit C. At Closing, Seller agrees to extend Buyer's Center Ave Easement for such distance as is reasonably necessary to access the Real Property from Center Avenue. Such easement shall be in recordable form and recorded with the Rock County Register of Deeds office at Buyer's expense. In addition, at Closing, Seller and Buyer agree to more particularly define the area of Buyer's Lafayette St. Easement so as to make certain the Parties are aware of the exact location of the Lafayette St. Easement over Buyer's Current Parcel.

9. **Contingencies.** Buyer's obligation to conclude and close on the purchase of Seller's Property is conditioned upon waiver by Buyer or satisfaction of all of the following contingencies (collectively the "Contingencies"):

A. Timely, complete and proper delivery by Seller to Buyer of the Seller Documents as provided above and performance by Seller of all covenants and obligations of Seller under this Agreement including, but not limited to, proper execution and delivery of the general warranty deed and other closing documents in form and substance acceptable to Buyer.

B. All representations of Seller as set forth in this Agreement are true, complete and correct on the date hereof and will be true, correct and complete on the date of Closing.

Except as otherwise set forth herein, all of the Contingencies must be waived by Buyer or satisfied within fifteen (45) days of the Effective Date of this Agreement (the "Contingency Satisfaction Deadline"). If, as of the Contingency Satisfaction Deadline, Buyer has made a good faith effort to satisfy the foregoing Contingencies but has been unable to do so due to circumstances beyond Buyer's direct control, Buyer may, but shall not be obligated to, extend the Contingency Satisfaction Deadline for a reasonable time not to exceed thirty (30) days in order to complete satisfaction of the Contingencies. In the event the Contingencies are not waived or satisfied as set forth herein, this Agreement shall terminate and all Earnest Money shall be returned to Buyer within three (3) business days thereafter. If the Contingency Satisfaction Deadline is extended as provided herein, the Closing shall be extended accordingly. The period of time between the Effective Date of this Agreement and the Contingency Satisfaction Deadline shall be hereinafter referred to as "Buyer's Contingency Period."

10. **Access to Property.** Seller agrees to provide to Buyer and Buyer's representatives and consultants access to the Real Property for purposes of inspection and surveying as contemplated by this Agreement. Buyer agrees not to unreasonably interfere with the operation of Seller's business on the Real Property or use and occupancy of the Property by any tenant of Seller.

11. **Risk of Loss/Condemnation.** Prior to Closing, the risk of loss or damage to the Real Property by fire or other casualty or its taking or damage by condemnation shall be on Seller. If any loss or damage occurs to the Real Property prior to Closing or all or any part of the Real Property is condemned by any governmental or other lawful authority prior to Closing, Buyer shall have the option of (i) terminating this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Buyer within three (3) business days thereafter or (ii) in the event of a fire or other casualty, accepting the Property with all insurance proceeds to be applied to repair and restoration of the Property or (iii) in the event of condemnation, with all condemnation proceeds or claims thereof to be assigned by Seller to Buyer.

12. **Obligations of Seller.** Seller shall be responsible for all accounts payable, taxes, liabilities, costs and expenses arising from or attributable to operation of the gas station business on and prior to the Closing and that are directly attributable to the Real Property (collectively "Seller Claims"). Seller agrees to indemnify, defend and hold Buyer harmless from against all Seller Claims. This indemnification shall survive the Closing.

13. **Obligations of Buyer.** Except as expressly assumed by Buyer in writing, Buyer shall not assume or be responsible for any contractual or other obligations of Seller. Buyer shall be responsible for all accounts payable, taxes, liabilities, costs and expenses arising from or attributable to operation of Buyer's business on and after the Closing (collectively "Buyer

Claims”). Buyer agrees to indemnify, defend and hold Seller harmless from and against all Buyer Claims. This indemnification shall survive the Closing and Closing.

14. **Closing and Prorations.** Subject to waiver by Buyer or satisfaction of all Contingencies set forth above, the closing shall take place at the office of the Title Company or at another mutually agreeable location in the Janesville, Wisconsin area within thirty (30) days of the Parties obtaining all necessary written approvals for the CSM (the “Closing”).

A. At Closing, Seller shall be responsible for the following closing costs: (1) preparation of the general warranty deed, (2) Wisconsin real estate transfer taxes, (3) recording fees for any releases required to convey marketable title, (4) the cost of the owner’s title policy, including a GAP endorsement and full extended coverage, for the full amount of the Purchase Price (excluding survey exceptions if no Survey is obtained by Buyer as provided above), (5) fees of all real estate brokers arising from the sale of the Property to Buyer, if any, and (6) one-half of any closing fee charged by the Title Company, if any.

B. At Closing, Buyer shall be responsible for the following closing costs: (1) recording fees for the general warranty deed and any loan documents, (2) the cost of any special title endorsements requested by Buyer, if any, and (3) one-half of any closing fee charged by the Title Company, if any.

Real estate taxes, rents, water and sewer use charges and other municipal charges shall be prorated through the day prior to Closing. General real estate taxes for the year of Closing shall be prorated based upon the net general real estate taxes for the preceding year, or the current year, if available. For purposes of the general real estate tax proration, the term “net general real estate taxes” shall be defined as general property taxes after deduction of any state tax credits and lottery credits. All general real estate taxes levied against the Property for all years prior to the year of Closing shall be paid by Seller. Special assessments, if any, for work actually commenced or levied prior to the date of this Agreement shall be paid by Seller on or before Closing. All other special assessments shall be paid by Buyer. Occupancy of the entire Property shall be given to Buyer at the time of Closing, subject to the rights of any tenant under each Tenant Lease assigned to Buyer pursuant to this Agreement.

15. **Representations & Warranties of Seller.** In addition to any other representations set forth in this Agreement, Seller represents and warrants to Buyer that, as of the Effective Date of this Agreement and at all times thereafter through the date of Closing, as follows:

A. The Real Property is owned by Seller and the undersigned representative of Seller has full right and authority to enter into this Agreement and bind Seller to the covenants and obligations of Seller as set forth in this Agreement.

B. There is no litigation, claim, proceeding or investigation pending, or to Seller’s knowledge threatened, against or relating to Seller or the Real Property which would or may (1) adversely affect or interfere with the sale of the Real Property to Buyer as contemplated by this Agreement, (2) affect title to the Real Property or Buyer’s future use of the Real Property, and/or (3) adversely affect, restrict or interfere with Seller’s ability to consummate the transaction contemplated by this Agreement.

The representations and warranties of Seller as set forth in this Agreement shall be true, correct and complete on the Effective Date of this Agreement and as of the date of Closing and shall survive the Closing. At Closing, Seller shall execute and deliver to buyer a resolution or other documentation acceptable to Buyer confirming the representations and warranties of Seller under this Agreement as of the date of Closing.

16. **Sale “AS IS, WHERE IS”**. BUYER ACKNOWLEDGES AND AGREES, THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE REAL PROEPRTY “AS IS, WHEREIS, WITH ALL FAULTS,” EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED BY SELLER IN CONNECTION WITH CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED BY SELLER IN CONNECTION WITH CLOSING, BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER., TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE AND THAT, EXCEPT AS EXPRESSLEY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED BY SELLER IN CONNECTION WITH CLOSING, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER’S REPRESENTATIVES IN PURCHASING THE REAL PROPERTY.

17. **Brokerage Fees**. Buyer represents that Buyer has not contracted with any real estate broker or other party entitled to a commission in connection with the sale of the Real Property by Seller to Buyer. Seller shall be responsible for and agrees to pay any real estate commission that may be owed to any real estate broker or other party entitled to a commission that Seller has contracted with in connection with the sale of the Real Property by Seller to Buyer. Seller agrees to indemnify and hold Buyer harmless against any brokerage commission due to any real estate broker claiming to have been engaged with respect to this transaction. The terms of this provision shall continue and survive the closing.

18. **Notices**. All notices, demands and communications required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed to the intended recipient as set forth below. Notices shall be deemed given on the date of personal delivery or two (2) business days after mailing by registered or certified mail to the following address:

If to Seller:

County of Rock, Wisconsin
c/o Mr. Richard Greenlee, Corporation Counsel
Rock County Courthouse
51 S. Main Street
Janesville, WI 53545

If to Buyer:

Hamza Properties, LLC
c/o Brennan Steil S.C.

Attn: Atty. William F. Springer
1 E. Milwaukee Street
Janesville, WI 53545

19. **Default.** Seller and Buyer each have the legal duty to act in good faith and exercise due diligence in completing the terms and conditions of this Agreement. A material failure to perform any covenant or obligation under this Agreement is a default. If Buyer defaults, Seller may terminate this Agreement and retain the Earnest Money as Seller's sole and exclusive remedy. If Seller defaults, Buyer may (1) sue for specific performance or (2) terminate this Agreement and request return of the Earnest Money, sue for actual damages or both.

20. **Miscellaneous.**

A. **TIME IS OF THE ESSENCE** with regard to all dates and deadlines set forth in this Agreement.

B. This Agreement contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the purchase and sale contemplated by this Agreement other than those set forth in this Agreement. This Agreement is intended to constitute the entire agreement between Seller and Buyer with regard to the subject matter hereof and, as such, supersedes any and all prior discussions, negotiations, understandings and agreements, whether written or oral.

C. The headings to the Sections of this Agreement are for the convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

D. The terms of this Agreement shall not be amended, waived or terminated except in a written document signed by both Seller and Buyer.

E. This Agreement shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors and assigns.

F. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signed documents transmitted by facsimile machine or by e-mail in PDF or other electronic format shall be treated in all manner and respects as an original document, and the signature of any Party by facsimile or e-mail shall be considered a legally binding signature. At the request of any Party, any faxed or e-mailed document shall be re-executed by all Parties in an original form. This Agreement may also be executed in multiple copies, with each copy having the legal effect of a binding original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date first written above.

SELLER:

County of Rock, Wisconsin,
a body corporate under Chapter 59 of the
Wisconsin Statutes

By: _____
[Richard Bostwick](#) ~~Kara Purviance~~
Rock County Board Chairperson

Date Signed: _____

BUYER:

Hamza Properties, LLC

By: _____
Saad I. Mustafa, Manager

Date Signed: _____

ATTEST:

By: _____
Lisa Tollefson
Rock County Clerk

Date Signed: _____