



## COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

*Please complete a form for each new proposal review request.*

**Work Proposal Name:**

Rawson Frontage Road PSA

**Date of Request:**

1/20/23

**Requesting Department:**

Economic Development

**Department Contact Name:**

Emily Streff

**High Org:**
**Low Org:**
**Approval Signature of Department Head:**

*Calli Berg*

### DESCRIPTION

**Please provide a detailed description of the request:**

Seeking approval on the purchase sale agreement to convey a property to St. John Properties. This property is considered a remnant parcel but happens to have a frontage road on it. The road is not considered right-of-way so therefore does not need to be vacated. St. John Properties agrees to maintain the roadway and also allow egress to neighbors who utilize this roadway.

**How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?**

By selling this parcel it allows the county to generate tax revenue and also allows Milwaukee County DOT to no longer have to maintain this frontage road.

**How does this proposal align with the County's objectives on racial equity?**

Please see the County's Vision/Mission/Values and strategic focus areas attached

This allows the property to generate tax revenue for the County and will also benefit the community once the adjacent parcel is developed.

**Desired Timeline:**
**Begin Date:**
**End Date:**
**Duration:**
**Anticipated Funding Source** *(check all that apply and include amount allocated under each category):*
**Operating Budget:**
**Capital Budget:**
**Other** *(i.e. grants, donations, etc.; please describe):*
**Request Involves:**

**Parks Property**

**BHD Property**

# The Basics



## Vision

By achieving  
racial equity, Milwaukee  
is the healthiest County  
in Wisconsin

## Mission

We enhance quality of life through great  
public service

## Values

Inclusion

Seek diverse  
perspectives

Influence

Use your power for  
good

Integrity

Do the right thing

# Strategic Focus Areas

## 1. Create Intentional Inclusion

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

1C: Increase the number of County contracts awarded to minority and women-owned businesses

## 2. Bridge the Gap

2A: Determine what, where and how we deliver services based on the resolution of health disparities

2B: Break down silos across County government to maximize access to and quality of services offered

2C: Apply a racial equity lens to all decisions

## 3. Invest in Equity

3A: Invest “upstream” to address root causes of health disparities

3B: Enhance the County’s fiscal health and sustainability

3C: Dismantle barriers to diverse and inclusive communities





## COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

### CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

**TYPE OF REQUEST** (Refer to paragraph 4.3 of the CFPSC charter for more details)

☐

1. Asset Management

☐

2. Move Management

☐

3. Facility Improvements

☐

4. New Footprint

☐

5. Contractual Obligations

☐

6. Centralized Facilities  
Management  
Process Improvement

CFPSC Review Comments:

### FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

*Note:*

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

### CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee approval of this proposal.

Chair or Vice-Chair:

Date:

*County Facilities Planning Steering Committee*

## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the date specified in the signature block below, by and between **Milwaukee County, Wisconsin**, a Wisconsin municipal corporation ("County"), and **East Rawson Avenue, LLC**, a Maryland limited liability company ("Buyer").

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. Buyer desires to purchase and County desires to sell and convey by Quit Claim Deed certain real property, including all improvements located thereon and all appurtenances thereto, consisting of a remnant parcel containing a frontage road connecting to Milwaukee County Highway BB (also known as Rawson Avenue) in Oak Creek, Wisconsin, which real property is depicted on **Exhibit A** attached hereto (the "Property"). The exact boundaries of and legal description for the Property will be determined during the Due Diligence Period and set forth on the ALTA Survey required under this Agreement.
2. Purchase Price. The purchase price shall be One and no/100 Dollars (\$1.00) ("Purchase Price"). The Purchase Price shall be payable in cash at Closing, subject to any adjustments and prorations provided in this Agreement.
3. Due Diligence Period. Buyer shall have forty-five (45) calendar days after Buyer's receipt of this fully executed Agreement ("Due Diligence Period") to determine whether the Property is satisfactory to Buyer in all respects. This may include, without limitation, Buyer seeking government approvals to coordinate zoning, site plans, setback line adjustments and a future combination of the Property with adjacent real estate (tax parcel 733-9991-001 located at 140 E. Rawson) owned by Buyer ("Buyer's Current Parcel"), provided that any such changes affecting the Property shall not be made effective prior to closing. Within ten (10) days after the start of the Due Diligence Period, County shall deliver to Buyer written notice and copies of any service contracts that relate to the Property and any unrecorded agreements to which County is a party that relate to the Property. During the Due Diligence Period, Buyer may obtain, at Buyer's sole cost, any of the following using consultants of Buyer's choice: (a) an ALTA title insurance commitment of the Property; (b) a Phase I environmental assessment of the Property; and (c) and a physical inspection of the improvements on the Property. Buyer may not conduct any testing or sampling of the Property without the prior written consent of the County. During the Due Diligence Period, Buyer shall obtain, at Buyer's sole cost, a current ALTA/ASTM Survey of the Property and shall deliver it to the County for review of the Property boundaries and legal description. Should Buyer and County not agree on the Property boundaries and the legal description to use in the Deed, then neither party shall be obligated to close this transaction. During the Due Diligence Period, Buyer and County agree to negotiate in good faith to reach agreement on the terms of the Public Access Agreement referenced in Section 4b below. Should Buyer and County not agree on the terms of the Public Access Agreement, then neither party shall be obligated to close this transaction. If Buyer is dissatisfied with any of the due diligence information gathered or with the Property for any reason, Buyer may terminate this Agreement by giving written notice of termination to the County during the Due Diligence Period. If Buyer so terminates, this Agreement shall be null and void and neither party shall have any further obligation to the other with respect to the Property.
4. County Requirements.
  - a. County Approvals. During the Due Diligence Period, County and Buyer will coordinate to seek approval from the Milwaukee County Facilities Planning Steering Committee for the sale of the Property from County to Buyer, and any other County approvals that may be required to

close such transaction in accordance with this Agreement.

- b. Public Access Agreement. The Property is improved by a frontage road that provides access from Rawson Avenue to Buyer's Current Parcel as well as certain other tax parcels abutting the Property and located west of Buyer's Current Parcel and east of Howell Avenue. It shall be a condition precedent to closing on the sale of the Property that legal access rights to Rawson Avenue be preserved for any such parcel that has no other point of ingress and egress. To accomplish this, County and Buyer will negotiate in good faith toward an agreement to be signed and recorded at closing that grants to Milwaukee County public pedestrian and vehicular access and ingress/egress rights from the highway known as Rawson Avenue over and across the frontage road located on the Property ("Public Access Agreement"). The Public Access Agreement will define the maintenance and repair responsibilities of Buyer with respect to the frontage road. Should Buyer and County not agree on the terms of the Public Access Agreement, then neither party shall be obligated to close this transaction.
5. Buyer Access to the Property. During the Due Diligence Period, Buyer and Buyer's agents and consultants shall be permitted access to the Property for the purpose of conducting due diligence activities under this Agreement. Buyer shall keep the Property free of any liens arising out of its due diligence activities on the Property and shall cause any such liens to be promptly removed or bonded over to the County's satisfaction upon being notified of same. Buyer shall have no responsibility to remediate any pre-existing conditions discovered in the process of conducting due diligence on the Property. This Section 5 shall survive termination of the Agreement.
6. Closing.
  - a. Closing on the conveyance of the Property shall occur within fifteen (15) days of the expiration of the Due Diligence Period, or Buyer's earlier waiver or satisfaction of its due diligence requirements, unless the parties mutually agree to a different date in writing.
  - b. County shall execute and deliver to Buyer at Closing a Quit Claim Deed in form and content satisfactory to both parties ("Deed") conveying the Property to Buyer. Buyer and County agree to coordinate with title company on the Wisconsin Real Estate Transfer Return form. County confirms that exemption 2 under Wis. Stats. 77.25 applies to this transaction so that no transfer fee will apply to this conveyance.
  - c. The approved Public Access Agreement shall be executed and recorded at Closing after the Deed is recorded.
  - d. Buyer shall pay the recording fees to record the Deed and the Public Access Agreement.
  - e. Buyer shall pay all costs of obtaining title evidence and title insurance. County agrees to execute and deliver to the title company any affidavits reasonably required to remove the standard exceptions from the owner's policy to be issued to Buyer, including, but not limited to, an Owner's Affidavit, Gap Indemnity, and Non-Foreign Transferor affidavit; provided, however, that the foregoing shall be at no cost to County and that County shall not be obligated under any such affidavit or endorsement to warrant title to the Property.
  - f. Buyer shall pay any closing fee charged by the title company.
  - g. County shall terminate any contracts affecting the Property at or prior to Closing to the extent that such contract(s) may be unilaterally terminated by County without the acquiescence of any counterparty; provided, however, that the foregoing obligation shall not apply to any recorded easements or instruments of record affecting the property and containing covenants running with the land.

7. Notices. All notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested and postage prepaid, or by overnight delivery service or personal delivery, to Buyer and County at the following addresses:

COUNTY: Milwaukee County  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

BUYER: East Rawson Avenue, LLC  
c/o St. John Properties, Inc.  
Attn. Greg Fax  
2000 Pewaukee Road  
Suite A  
Waukesha, WI 53188  
email: gfax@sjpi.com

With a copy to: Vallier Law, LLC  
Attn. Jennifer Vallier  
11015 West Oklahoma Ave #270734  
Milwaukee, WI 53227  
email: jennifer@vallierlaw.com

All notices shall be deemed received either when actually received or three (3) days after deposit (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered). Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

8. Binding Contract. County and Buyer hereby acknowledge and agree that this Agreement is intended to be a binding and enforceable agreement, and each party hereby waives any right to challenge the enforceability of this Agreement on the basis that any contingencies or conditions set forth herein are at the good faith discretion of either party.
9. Brokers. Buyer represents to County that Buyer has not retained a real estate broker in connection with this transaction. County represents to Buyer that County has not retained a real estate broker in connection with this transaction. Should either party retain a broker with respect to this transaction, such retaining party shall be responsible to pay the resulting broker fees.
10. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. Entire Agreement. This Agreement contains the entire agreement between County and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Agreement may be amended only by a further written document signed by each of the parties.

12. Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.
13. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Agreement transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.
14. Time of the Essence. Time is of the essence for the performance of this Agreement.
15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the later date of signature by Buyer or County as indicated below.

**BUYER: EAST RAWSON AVENUE, LLC**

By: Edward St. John, LLC, a Delaware limited liability company, Manager

By: \_\_\_\_\_  
Edward A. St. John, General Manager

Date: \_\_\_\_\_

**[SIGNATURES CONTINUE ON NEXT PAGE]**



Milwaukee County, Wisconsin

By: \_\_\_\_\_  
David Crowley, County Executive

**EXHIBIT A**

**DEPICTION OF PROPERTY**

