

**RESOLUTION**

**ROCK COUNTY BOARD OF SUPERVISORS**

Brent Sutherland  
INITIATED BY



6/28/2022  
DATE DRAFTED

**Authorizing the Sale of Property Located at 1900 Center Ave**

**WHEREAS**, the County owns the property located at 1900 Center Ave currently known as the former Job Center; and

**WHEREAS**, the building was vacated in August of 2021 with no future needs for County operations; and

**WHEREAS**, the County had the property appraised on October 7, 2020, which showed an appraised value of \$1,300,000 ; and

**WHEREAS**, the building was put on the market for sale with Coldwell Banker’s Commercial Mc Quire, Mears & Associates on March 16, 2021, with an asking price of \$1,300,000; and

**WHEREAS**, Rock County has received an offer to purchase in the amount of \$1,000,0000 from Kwik Trip Inc.

**NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors, duly assembled this 14th day of July, 2022, does hereby approve the sale of property at the address of 1900 Center Avenue in the City of Janesville, County of Rock, to Kwik Trip, Inc. for One million dollars (\$1,000,000) in accordance with the terms and provisions of the Offer to Purchase made and executed by and between Rock County and Kwik Trip, Inc. on June 8, 2022, and attached hereto and incorporated by reference.

**BE IT FURTHER RESOLVED** that the County Administrator, Corporation Counsel and Rock County Clerk, are authorized to take, and shall direct the appropriate staff to take, any and all action in furtherance of and consistent with the Offer to Purchase.

FISCAL NOTE:

This building was purchased in 2014 using debt service revenue. The debt was issued in 2015 and combined with debt funding highway projects. The 2015 debt issuance will be paid off in 2024. In order to preserve the tax exempt status of the debt, the County has two choices: 1) deposit the proceeds into a defeasance account to be used for 2015 related debt payments or 2) use the proceeds within two years for other public projects. Based on the interest rates of the 2015 issue ranging from 1.00% to 2.00% and the interest on future debt is likely to be higher, I would recommend the proceeds being used for future public projects that would normally be funded with debt.

Sherry Oja  
Finance Director

LEGAL NOTE:

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

Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith  
County Administrator

**Committee Action**

General Services Committee

General Services Committee recommended this resolution for approval by a unanimous voice vote.  
Supervisor Fox was absent.

## **Executive Summary**

Authorizing the sale of the property located at 1900 Center Ave (known as the former Job Center) to Kwik Trip Inc. in the amount of \$1,000,000. The property was appraised on October 7, 2020, which came in at a value of \$1,300,000. Rock County contracted with Coldwell Banker's Commercial, McGuire Mears & Associates on March 16, 2021. The property was listed and marketed for a cost of \$1,300,000. Kwik Trip Inc's offer is a fair price as the current building will require a new roof at a projected cost of \$880,000. Kwik Trip's current plans call for demoing the existing building and building a new Kwik Trip and car wash on the site closer to Center Ave.



## OFFER TO PURCHASE

Kwik Trip, Inc., a Wisconsin corporation, with offices located at 1626 Oak Street, La Crosse, Wisconsin 54603 or its assigns ("Buyer") offers to purchase from the County of Rock, a Wisconsin municipal corporation, with offices located at 51 South Main Street, Janesville, Wisconsin 53545 ("Seller") certain property located at 1900 Center Avenue, Janesville, Wisconsin (Parcel No. 0411200325), as generally described and depicted on attached Exhibit A (the legal description of which shall be verified by an ALTA survey to be commissioned by Buyer), together with buildings, improvements, easements, access rights, and privileges appurtenant thereto, and rights, title and interest in and to any land lying in the bed of any adjoining road or alley ("Property"), on the following terms and conditions.

Earnest money of Ten Thousand and 00/100 Dollars (\$10,000.00) shall be tendered within ten (10) days from acceptance of this Offer. All earnest money paid shall be held in the trust account of First American Title Insurance Company, 25 West Main Street – Suite 400, Madison, Wisconsin 53703 ("Title Company") and shall be applied toward payment of the purchase price. If this Offer is not accepted on or before June 10, 2022, this Offer shall become null and void.

Upon acceptance of this Offer by Seller and Buyer, this Offer shall constitute an agreement for the purchase and sale of the Property ("Agreement") on the following terms and conditions:

### 1. PURCHASE AND SALE OF PROPERTY.

1.1 Property. Seller will validly sell and deliver to Buyer, by special warranty deed, free and clear of all defects, liens and encumbrances, and Buyer will accept and acquire at Closing, the Property.

#### 1.2 Purchase Price for Property.

(a) Amount and Payment. The purchase price for the Property shall be One Million and 00/100 Dollars (\$1,000,000.00) ("Purchase Price"), which shall be payable, less earnest money and other closing adjustments, at Closing via wire transfer.

#### (b) Closing Adjustments.

(i) Real estate taxes shall be prorated as of the Closing Date; and

(ii) All utility charges, if any, for the Property shall be metered as of the Closing Date and paid by Seller on or immediately after the Closing Date without the requirement of proration. Utility charges which cannot be so metered shall be prorated on the basis of the last period for which a statement is available.



1.3. Personal Property. There is no personal property included in the sale. All personal property shall be removed from the Property prior to the Closing Date. An inspection of the Property shall be conducted and approved by Buyer on the Closing Date ("Inspection") and shall be a condition to Closing.

2. NO ASSUMPTION OF LIABILITIES. BUYER DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY OF SELLER'S OBLIGATIONS OR LIABILITIES OF ANY NATURE WHATSOEVER WHICH MAY OCCUR OR HAVE OCCURRED PRIOR TO THE CLOSING DATE, AND THE SAME SHALL CONTINUE TO BE THE RESPONSIBILITY OF SELLER.

3. WARRANTIES OF SELLER. Seller warrants to Buyer and agrees that:

3.1 Compliance. Seller will comply with all applicable laws as may be required for the valid and effective transfer of the Property to Buyer.

3.2 Absence of Consents, Liabilities and Litigation. There will be no lease, agreement, mortgage, financing statement, security agreement or other instrument to which Seller is a party and by which the Property is subject or bound on the Closing Date. There is no liability, order, judgment, stipulation, consent decree or obligation of any kind whatsoever to which the Property will be subject following consummation of the transactions contemplated hereby. There is no legal proceeding or investigation pending or threatened against Seller or the Property, which could materially and adversely affect it, nor has Seller committed any act which could give rise to any such legal proceeding or investigation.

3.3 Property.

(a) Title. Seller will have, as of the Closing Date, good and marketable title to and undisputed possession of the Property. Seller's title will be as of Closing Date free and clear of all defects, liens, and encumbrances not approved by Buyer in writing, including, without limitation, all claims of parties in possession, easements, rights-of-way, mortgages, judgments, encumbrances, leases, tenancies, franchise agreements, restrictive covenants, encroachments, party wall agreements, mineral interests, or other matters not acceptable to Buyer, except for: (i) an existing lease between Seller and AMI Expeditionary Healthcare, LLC ("AMI Lease"), which shall be terminated by Seller prior to the Closing Date, at Seller's sole cost and expense. Seller shall provide to Buyer a copy of the AMI Lease within thirty (30) days after the acceptance of this Agreement. Prior to the Closing Date, Seller shall deliver to Buyer and the Title Company a fully signed document (in recordable form if necessary) terminating the AMI Lease ("Termination of AMI Lease"), satisfactory to Buyer and the Title Company; and (ii) lease documentation of record ("Recorded Leases"), including but not limited to lease documentation with Kmart Corporation, City Products Corporation, etc., which shall be terminated by Seller prior to the Closing Date, at Seller's sole cost and expense. Seller shall provide to Buyer a copy of all documentation related to the Recorded Leases within thirty (30) days after the acceptance of this Agreement. Prior to the Closing Date, Seller shall deliver to Buyer and the Title Company full signed and recordable terminations of the Recorded Leases, satisfactory to Buyer and the Title Company. Seller's title has not been disputed and no person or entity has any option to purchase, contract for the purchase of, or claim to or against the Property for any reason whatsoever.



(b) Quantity. The Property consists of approximately 4.26 acres, all of which is located outside of adjacent streets.

(b) Condition. There are no underground storage tanks or wells located on the Property. There is no solid waste located on the Property. All necessary sanitary disposal systems for the buildings currently on the Property are situated within the boundary lines of the Property.

(d) Matters Affecting the Property. Seller has no notice or knowledge of: (i) actions, corrective actions, special proceedings, bankruptcies or probate proceedings affecting the Property; (ii) any planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property; (iii) any order requiring any repairs to or corrections of any existing conditions of the Property; (iv) any violation of any subdivision, land use, zoning, building or environmental laws or governmental requirements affecting the Property or the ownership, occupancy or use thereof or the proposed use and development of the Property thereof by Buyer; (v) any planned or pending condemnation with respect to the Property or any part thereof; or (vi) any spill, overfill, release or leak incident from any underground storage tank impacting or which may impact the Property and/or adjacent ground water. No structures situated on adjacent properties encroach onto the Property. A right of access exists to, and the Property extends to the street line of all adjacent streets. Adequate governmental authority exists to maintain the access to public streets currently existing from the Property. All bills and charges for work, labor and services rendered and materials furnished in the improvement of the Property have been paid and no person or entity has filed or has a right to file a mechanic's lien therefor. The Property is not located within a flood plain. Seller has no notice or knowledge of any accumulation in or about the Property and adjacent groundwater of: (i) petroleum, PCBs, asbestos, urea formaldehyde or any hazardous waste or toxic, pollutant, contaminant or other substance regulated by any state or federal statute including the Solid Waste Disposal Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601), the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901) or the Toxic Substance Control Act (15 U.S.C. Sec. 2604) or by any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such substances or wastes; or (ii) other substances of public health concern.

3.4 Warranties True at Closing; Survival of Warranties. Each of the warranties of Seller set forth herein or in any exhibit or instrument delivered pursuant hereto shall be true and correct on the Closing Date as if made again on and as of the Closing Date, shall be effective regardless of any investigation that may have been or may be made by or on behalf of Buyer, and shall survive the Closing Date.

4. CLOSING DATE. Closing shall take place one hundred eighty (180) days after Buyer's receipt of the ALTA survey as set out in Section 5.3 herein, or at such other time as shall be mutually agreed upon. The date and event of closing are, respectively, herein referred to as "Closing Date" and "Closing". Closing shall be held via mail through the Title Company or such other place as shall be mutually agreed upon.



## 5. COVENANTS OF SELLER.

5.1 Conduct Pending Closing Date. Seller agrees to provide Buyer with full access to examine the Property. Seller shall furnish Buyer with copies of all deeds, restrictive covenants, easements, financing statements, lis pendens, leases, agreements, mortgages, security agreements or other instruments to which Seller is a party and/or by which the Property is subject or bound. Seller shall advise Buyer fully as to any agreements, leases or tenancies not in writing affecting the Property. Pending Closing, Seller agrees to cooperate with Buyer in obtaining the permits, approvals and licenses necessary for Buyer's ownership and operation of the Property.

5.2 Title Insurance. Buyer shall obtain a commitment to issue an ALTA Form 2016 owner's title insurance policy in the amount of the Purchase Price ("Title Commitment"). All expense incurred in obtaining the Title Commitment and in paying the premium charge for the final title policy shall be paid by Seller. Such Title Commitment shall show good and marketable title to the Property in Seller subject only to exceptions or encumbrances acceptable to Buyer. Should Buyer notify Seller in writing of any title matters (exceptions to title or exclusions from title) not acceptable to Buyer ("Title Defect"), Seller shall utilize its best efforts to correct such Title Defect(s). Seller shall have thirty (30) days from delivery of Buyer's notice to have such Title Defect(s) removed from the Title Commitment and/or to have the Title Company commit to insure against any loss or damage which may arise or result from such Title Defect(s), and in such event, Closing shall be forty-five (45) days after delivery of Buyer's notice or the Closing Date, whichever is later. If Seller is unable to correct such Title Defect(s) within the appropriate thirty (30) day period, Buyer may: (i) terminate this Agreement by written notice to Seller, and in such event, receive a refund of its earnest money; or (ii) waive any defect in title, and in such event, proceed to closing the transaction contemplated by this Agreement.

### 5.3 Survey; Certification.

(a) Seller will provide Buyer with all surveys of the Property in its possession. Upon Buyer's receipt of the Title Commitment (as defined in Section 5.2 herein), Buyer shall obtain an updated survey of the Property, and Seller agrees to cooperate with Buyer in obtaining such survey. All expenses incurred in obtaining such survey shall be paid by Buyer. Such survey shall be prepared in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Land Title Association and the National Society of Professional Surveyors effective February 23, 2021, and shall include a proper and complete legal description of such Property and shall show: (i) external boundaries of such Property and the length and direction of each dimension; (ii) access to and names of the nearest or adjacent public roads; (iii) the locations of all recorded easements; (iv) the locations of any flood plains; (v) the legal description and street address of such Property and the number of square feet within such property; (vi) setback requirements; (vii) physical encroachments onto such Property and from such Property onto adjacent property; (viii) the locations of monuments at corners; (ix) the locations of all improvements; (x) the locations of



all utilities and if they have not been extended to the boundary of such Property, the nearest point from which they could be extended to such Property; (xi) the locations of all concrete pads, stand pipes, vent pipes and filler pipes; (xii) the topography of the Property at two foot intervals; and (xiii) other information necessary or required by the Title Company to remove the "survey" exception in the Title Commitment;

(b) The survey described above shall contain a certification by the surveyor to Buyer and all those who may purchase, take a mortgage on or insure title to the Property described therein within one (1) year from the date of said survey that (i) the information, courses, and distances shown are correct, (ii) the title lines and lines of actual possession are the same, (iii) the size, location and type of buildings and improvements are as shown and all are within the boundary lines and applicable setback lines of such Property, (iv) there are no violations of zoning ordinances or restrictions with reference to the location, size or height of said buildings and improvements, (v) there are no easements or uses affecting such Property appearing from a careful inspection of the same, other than as shown on the commitment of title insurance described in Section 5.2 hereof and depicted thereon, (vi) there are no encroachments affecting such Property except as shown on the survey, and (vii) no part of such Property lies within a flood zone designation (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only).

5.4 Transfer Fees. Seller shall be responsible for and shall pay all state transfer fees and/or deed taxes imposed with respect to the transfer of the Property to Buyer.

5.5 Nonforeign Affidavit. Seller shall deliver to the Title Company, at Closing, Seller's affidavit that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in and in accordance with the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder).

5.6 Further Instruments. On Closing Date, or thereafter if necessary, Seller shall, without cost or expense to Buyer, execute and deliver to or cause to be executed and delivered to the Title Company such further instruments of transfer and conveyance as Buyer may reasonably request, and take such other action as Buyer may reasonably require to carry out more effectively the sale and transfer of the Property contemplated by this Agreement and to protect the right, title and interest of Buyer in and enjoyment by Buyer of the Property.

## 6. MUTUAL COVENANTS AND WARRANTIES.

6.1 Special Assessments. Special assessments, if any, for work on the site of the Property commenced and any areawide assessments or charges for work plans adopted prior to or on Closing Date shall be paid by Seller. Special assessments, if any, for work on such site of the Property commenced after Closing Date, shall be paid by Buyer. Seller shall pay any agricultural penalty/back taxes on the Property which are due and payable through the Closing Date.

6.2 Eminent Domain. If all or any portion of the Property or points of access thereto are condemned by public or quasi-public authority prior to Closing, Seller immediately shall notify Buyer thereof and of the portion of the Property which shall have been condemned. Buyer may, in its sole discretion, terminate this Agreement without any liability by written notice to Seller within fifteen (15) days following notice of such condemnation.

6.3 Binding Obligation. Seller warrants to Buyer and Buyer warrants to Seller that this Agreement constitutes its valid and legally binding obligation enforceable against it in accordance with the provisions hereof.

6.4 Zoning. If the Property is not zoned for retail business use at the time of Seller's acceptance of the Offer, Buyer will after such acceptance, file an application to have the Property so zoned. All reasonable expense incurred in filing and processing such application for rezoning shall be paid by Buyer.

6.5 Specific Performance. Buyer shall have the right to specific performance, upon tender of payment by Buyer, of each of the agreements and obligations of Seller to be performed hereunder by Seller, in addition to all other remedies Buyer may have at law or in equity.

6.6 Property Testing. Buyer, at Buyer's expense, may enter upon the Property to conduct such tests and make such examinations, including soil, boring and environmental tests, as Buyer deems necessary. In the event the results of tests or examinations conducted by Buyer or Buyer's representative(s) do not verify that there is no accumulation in or about the Property or adjacent groundwater of petroleum, PCBs or any hazardous waste or toxic pollutant, contaminant or other substance regulated by any state or federal statute including Solid Waste Disposal Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sec. 9601), the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901) or the Toxic Substance Control Act (15 U.S.C. Sec. 2604) or by any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such substances or wastes, or other substances of public health concern, or if Seller acknowledges that the Property is contaminated by any such waste or substances, Buyer may in its sole discretion, terminate this Agreement.

6.7 Access Easement. On or before the Contingency Date (as hereinafter defined in Section 8.4 herein), Seller shall enter into an access easement with all necessary adjacent property owners ("Access Easement") satisfactory to Buyer, which is necessary for Buyer's development and use of the Property. The access easement area is depicted on the attached Exhibit B ("Access Easement Area"). The fully signed and recordable Access Easement shall be deposited with the Title Company on or before the Closing Date.

6.8 Approval by the Rock County Board of Supervisors. As required by section 2.245(4) of the Rock County Code of Ordinance, Sale of Property is contingent upon approval of said sale pursuant to Resolution of the Rock County Board of Supervisors ("Resolutions"), which shall be obtained by Seller within ninety (90) days after acceptance of this Offer ("Approval Date").



## 7. TERMINATION OF AGREEMENT.

7.1 Causes. This Agreement, unless sooner terminated in accordance with the provisions hereof, may be terminated prior to Closing by:

- (a) mutual consent of the parties;
- (b) written notice from Buyer to Seller, if there has been a material misrepresentation or breach by Seller in the warranties or covenants of Seller set forth herein, or if any of the conditions set forth herein have not been satisfied or waived by Buyer in writing or Closing has not occurred by the Closing Date or the date of such notice, whichever is later; or
- (c) written notice from Seller to Buyer if there has been a material misrepresentation or breach by Buyer in the warranties or covenants of Buyer set forth herein.

7.2 Effect of Termination. If this Agreement is terminated in accordance with the provisions hereof, all earnest money paid hereunder shall be immediately paid or returned to Buyer. In the event of a wrongful termination of this Agreement by Buyer, all earnest money paid hereunder shall be paid to or retained by Seller as liquidated damages and as Seller's sole remedy.

7.3 Right to Proceed. If any of the conditions set forth herein have not been satisfied, Buyer may waive its rights to have such conditions satisfied and may proceed with the transactions contemplated hereby.

8. CONDITIONS. Each of the agreements and obligations of Buyer to be performed hereunder by Buyer are conditional on the satisfaction of the following conditions:

8.1 Acts to be Performed. Each of the agreements and obligations of Seller to be performed hereunder by Seller on or before the Closing Date shall have been duly performed.

8.2 Warranties True at Closing. Each of the warranties of Seller set forth herein or in any exhibit or instrument delivered pursuant hereto shall be true and correct on and as to Closing Date.

8.3 Absence of Changes and Litigation. There shall have been no material adverse change in the Property, and there shall not have been any occurrence, event, or set of circumstances, which might reasonably be expected to result in any such material adverse change before or after Closing Date. There shall be no proceeding or investigation pending or threatened against Seller or Buyer or affecting the Property which, in the reasonable judgment of Buyer, would make the consummation of the transactions contemplated by this Agreement inadvisable.



8.4 Rezoning; Permits/Licenses; Curb Cuts; Easements. Within one hundred eighty (180) days from Buyer's receipt of the ALTA survey as set out in Section 5.3 herein ("Contingency Date"), Buyer shall have obtained on terms reasonably satisfactory to Buyer: (i) any rezoning of the Property for retail business use as a convenience store/fueling station and car wash and certified survey map approval (if required) in connection therewith ; (ii) all permits, licenses, variances or approvals necessary for the lawful construction, operation and use of the Property as a convenience store/fueling station and car wash and reasonable access thereto; (iii) any curb cuts necessary for adequate access to all adjacent streets; (iv) all easements for utilities, services and access necessary for the construction, operation, and use of the Property for a convenience store/fueling station and car wash; (v) all utilities or services necessary for the construction, operation and use of the Property as a convenience store/fueling station and car wash; and (vi) determination within Buyer's sole discretion, that the Property is economically viable for Buyer's intended development and use of the Property.

8.5 Due Diligence; Survey; Site Investigation. On or before the Contingency Date, Buyer shall have obtained: (i) a satisfactory outcome to its due diligence investigation with respect to the Property; (ii) a satisfactory survey and site investigation verifying Seller's warranties with respect to the Property; (iii) a satisfactory outcome to its soil, boring and environmental testing; and (iv) satisfactory evidence that the Property and the contemplated operation and use of the Property by Buyer as a convenience store/fueling station and car wash complies with all applicable laws.

8.6 Instruments of Transfer. At least seven (7) days prior to Closing, Seller shall have delivered to Buyer for review and approval, drafts of such instrument or instruments of transfer and conveyance regarding the Property of the nature hereinbefore specified. Once reviewed and approved by Buyer, all original signed documents shall be deposited with the Title Company to be held in trust until the Closing Date.

8.7 Survey. On or before the Contingency Date, Buyer shall have reviewed and approved of the survey as described in Section 5.3 hereof, which shall show, to the complete satisfaction of Buyer, with respect to the Property that: (i) there are no violations of zoning ordinances or any other restrictions with reference to the size, height or location of the buildings and other improvements located on the Property, including those to be constructed by Buyer; (ii) there are no easements, recorded or apparent, or other uses which adversely affect the Property or Buyer's use thereof; (iii) there are no encroachments onto the Property or of improvements on the Property onto adjoining land; (iv) the Property does not lie within a flood or lakeshore erosion hazard area as shown on any map published by the Federal Emergency Management Agency, the U.S. Department of Housing and Urban Development or the Department of Natural Resources; (v) the Property is adequate, within Buyer's sole discretion, for its construction, operation and use as a Kwik Trip convenience store/fueling station and car wash; and (vi) no other condition exists which would unreasonably interfere with or restrict Buyer's use of the Property for the purposes for which it was intended or delay Buyer's development of the Property. Any nonconformity herewith shall be deemed a Title Defect as defined herein.

8.8 Title Commitment. On or before the Closing Date, Buyer shall have received and approved the Title Commitment referred to in Section 5.2 hereof.

8.9 Personal Property/Inspection. On or before the Closing Date, Seller shall have removed all personal property from the Property; and Buyer shall have conducted and approved the Inspection on the Closing Date, as set out in Section 1.3 herein.

8.10 AMI Lease and Recorded Leases. On or before the Closing Date, Seller shall have terminated the AMI Lease and the Recorded Leases and shall have deposited the fully signed Termination of AMI Lease and Terminations of Recorded Leases with the Title Company on or before the Closing Date, as set out in Section 3.2 herein.

8.11 Access Easement. The fully signed Access Easement shall have been deposited with the Title Company on or before the Closing Date, as set out in Section 6.7 herein.

8.12 Resolutions. Seller shall have obtained the Resolutions no later than the Approval Date, as set out in Section 6.8 herein.

Buyer may acknowledge satisfaction or waiver of any of the foregoing conditions, only by delivering written notice of satisfaction or waiver to Seller on or before the Contingency Date. If Buyer does not acknowledge in writing the satisfaction of one or more of the foregoing conditions (or otherwise waive the same in writing) on or before the Contingency Date, then this Agreement shall automatically be deemed to be null and void, without action required of either party, the Earnest Money (and all interest) shall be returned to Buyer, and Buyer and Seller shall thereafter be released from any liability or obligation hereunder.

Notwithstanding anything contained herein to the contrary, it shall be a condition of Buyer's obligation to close this transaction that (i) the representations and warranties made by Seller in Section 5 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time; (ii) Seller shall have complied with all of the terms and conditions contained in this Agreement; and (iii) the status and marketability of title shall have been established to Buyer's satisfaction in accordance with this Agreement.

9. NOTICES. Any notice required or permitted hereunder shall be in writing and shall be considered delivered in all respects when it has been delivered by hand or mailed via UPS Overnight Mail to Buyer or to Seller at their respective address first above written, or electronically via e-mail to Seller at [adam@mcguiremears.com](mailto:adam@mcguiremears.com) or to Buyer at [DConnely@kwiktrip.com](mailto:DConnely@kwiktrip.com) with a copy to [JLong@kwiktrip.com](mailto:JLong@kwiktrip.com).

10. BROKERAGE. Seller and Buyer respectively warrant to each other that no person provided services as a broker or finder with respect to the transaction contemplated hereby, except for Seller's agents, Adam Shultz and William Mears of MLM, LLP, Janesville, Wisconsin. All brokers' fees/commissions shall be paid by Seller.




11. MISCELLANEOUS. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein, and shall be binding upon the parties and their respective heirs, successors and assigns. There are no agreements or understandings between the parties other than those set forth herein or in a written instrument executed simultaneously herewith. This Agreement may be amended and any of the provisions hereof may be waived, only by a written instrument executed on behalf of all of the parties or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter. Time is deemed to be of the essence with respect to all of the provisions hereof.

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Executed as of JUNE 8, 2022.

BUYER:  
KWIK TRIP, INC.

By:   
JEFFREY WILOBEC  
Its: CFO, VICE PRESIDENT & TREASURER

Accepted as of June 8, 2022, and Seller acknowledges that upon such acceptance this Offer shall constitute an agreement for the purchase and sale of the Property on the foregoing terms and conditions.

SELLER:  
COUNTY OF ROCK

By:   
Richard Greenlee  
Its: Corporation Counsel

**EXHIBIT A**  
**PROPERTY**

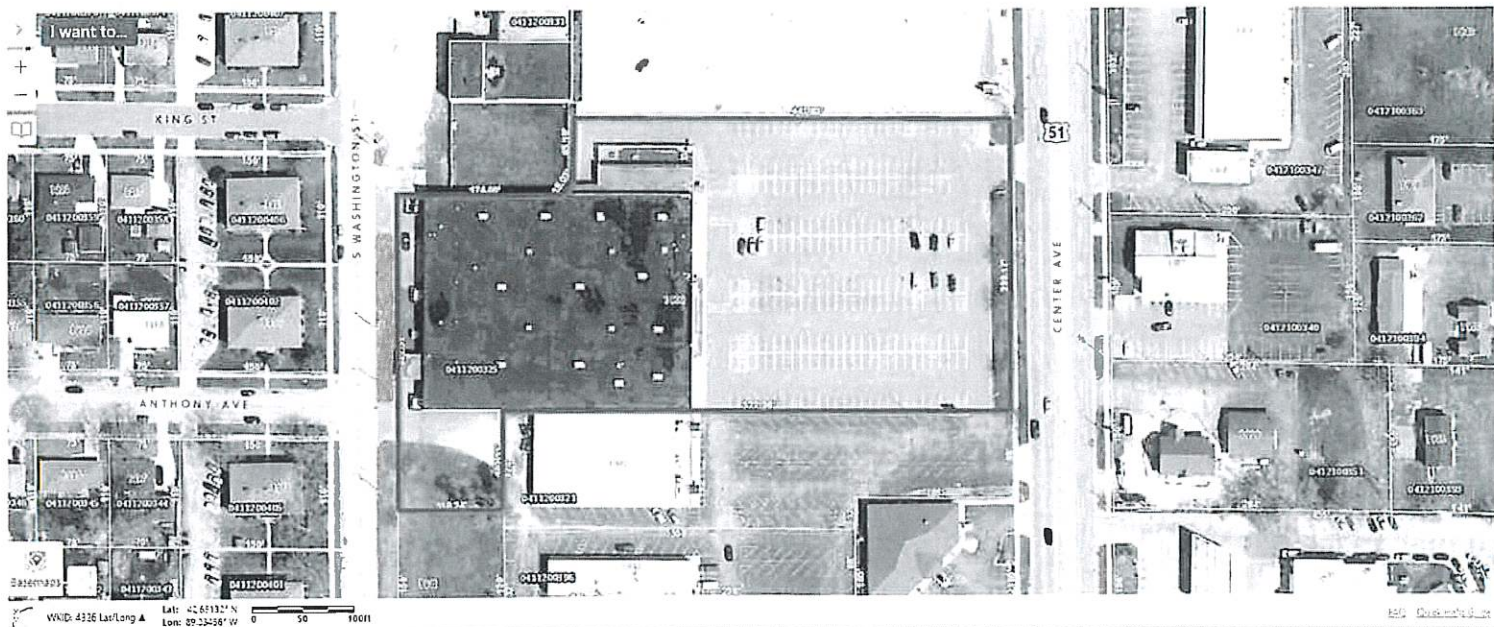
Property located at:

1900 Center Avenue  
Janesville, Wisconsin

(Parcel No. 0411200325)

See attached depiction; Parcel Information Sheet; and Property Record Card related to the Property.

**[Seller shall provide to Buyer within ten (10) days from acceptance of this Offer, a complete legal description of the Property]**





## Parcel Details for 241 0411200325

Parcel Information	
Name: COUNTY OF ROCK	Parcel Number: 0411200325
Address: 51 S MAIN ST JANESVILLE, WI 53545	Site Address: 1900 CENTER AVE JANESVILLE, WI
Municipality: CITY OF JANESVILLE	

General Information		
Sec/Town/Range: --	School District: 2695 - JANESVILLE SCHOOL DIST	Other Tax Codes: 0000-0000-0000-0000

**REFERENCE DOCUMENTS LISTED BELOW MAY NOT REFLECT THE CURRENT LEGAL DESCRIPTION.  
TO DETERMINE THE CURRENT LEGAL DESCRIPTION, A TITLE SEARCH MAY BE REQUIRED.**

Documents: No Documents Listed	Vol-Page: No Volume-Page Information
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Value Information			
Assess Year 2021    ▾			
Description	Acres	Land	Improvements
Residential	4.260	0	0
TOTALS	4.260	0	0

Legal Information
LOT 1, VOL 36 PGS 309-312, DOC NO 2017770 PT OF SE1/4NE1/4 SEC 11, T2NR12E 4THPM, CITY OF JANESVILLE, ROCKCO, WI LAUBEM - 1/21/2015 10:02:55 AM

Rock County provides this information with the understanding that it is not guaranteed to be current, complete or accurate. Conclusions drawn from this information are the responsibility of the user. While every reasonable effort has been made to ensure the timeliness and accuracy of the information, Rock County takes no responsibility for errors and omissions.

For questions regarding Outstanding Taxes and Tax Payment records, contact the County Treasurer office at (608)757-5670.

For questions regarding Tax Listing Information, please contact the Real Property Lister office at (608)757-5610.



# CITY OF JANESVILLE

## Wisconsin's Park & Rec

Home Online Services

Find... 1 of 3 100%

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Govern 2/4/2022 2:33:45PM
Property Record Card
City of Janesville

[Back to Property Information](#)

Tax Map Number 0411200325

Name and Address	Parcel Number	Map #	Routing	Dwelling #	Zoning
County of Rock Rock County Court House 51 S Main St Janesville WI 53545	0411200325			3	B2-Community Shopping
	Property Address	Neighborhood	Subdivision	Land Use	
	1900 Center Ave	99 099 Exempt Or Part Exe	Commercial	Office Building	

OWNERSHIP HISTORY

Owner	Sale Date	Amount	Conveyance	Volume	Page	Sal
County of Rock	12/23/2014	\$1,919,000	Warranty Deed	2018029		Improv
Backyard Properties of Rock County LLC	06/09/2014	\$2,100,000	Special Warranty Deed	2005039		Improv
Milestone Properties Inc	11/06/2002	\$0	Name / Address Change	0	0	
Minotaur Mortgage Company	03/13/2002	\$1,694,124	Warranty Deed W/Addi Parc	1544768	9999	Improv

GENERAL DATA

Topography	Level
Above Str. Below Str. Level Low Rolling Steep View	
Utilities	All Public
All Public Gas Not Applicable Public Sewer Public Water Public Water & Sewer Septic	
Street / Road	Paved
Backland Landlocked Paved Proposed Semi-Improved Sidewalk Unpaved	
Fronting Traffic	Heavy
Cul-De-Sac Heavy Light Medium None	
Dwelling Setback	Same As Nbhd
Less/Nbhd More/Nbhd Not Applicable Same As Nbhd	
Entrance	Entrance Gained
Construction In Progress	Entrance Gained Estimated/No Response No Entrance/Info At Door
Inspection Witnessed By	

SITE DATA

Actual Frontage	
Effective Frontage	
Effective Depth	
Square Footage	
Acreage	

PERSONEL MANAGEMENT

Measured By	
Listed By	
Calculated By	
Reviewed By	

LEGAL DESCRIPTION

Lot 1, Vol 35 Pgs 309-312, Doc No 2017770 pt of SE1/4 NE1/4 Sec 11, T2NR12E 4th PM, City of Janesville, Rock Co, WI  
laubem - 1/21/2015 10:02:55 AM

PROPERTY NOTES

4/11/15 Rock County Job Center - 2015 Split CSM 2017770 pt to 0411200331 - then this parcel purch by Rock County so now exempt - thimel. 4/15/14 Pmt rev - minor int alts per BS - NVC - th. 8/12/11 2011 OB change econ addn on all sections per raz. 01/20/10 FULL INSPECTION SAH/CLT. 10/01/01 LEASE TILL 1/3/03. KMART PAYS TAXES TILL 2006. WMP, TENANT = ROCK COUNTY JOB CENTER. CONVERTING 44\*84 SPACE TO DAYCARE. PER NOTES: 190,600 SF = BT. REVIEW MEZZANINE (17' 37") & FORMER GARAGE WHEN PERMIT COMPLETE. 100% SPRINKLERS, BLDG: (220 \* 275) = 60,500 SF. OUTSETA= (24\*25=600 SF). OUTSETB=(31\*97)=3007 SF. CANOPYS A=10690, B = 10 \* 28. CK 12/14/00 PER TENANT, & CENTRAL CHILD CARE RENTS 2 CUBICLES & 1 PRIVATE OFFICE (EST 10'30") CK - 02/22/00 CONVERTED RETAIL TO OFFICE/TRAINING AREA - CK

PROPERTY IMAGE

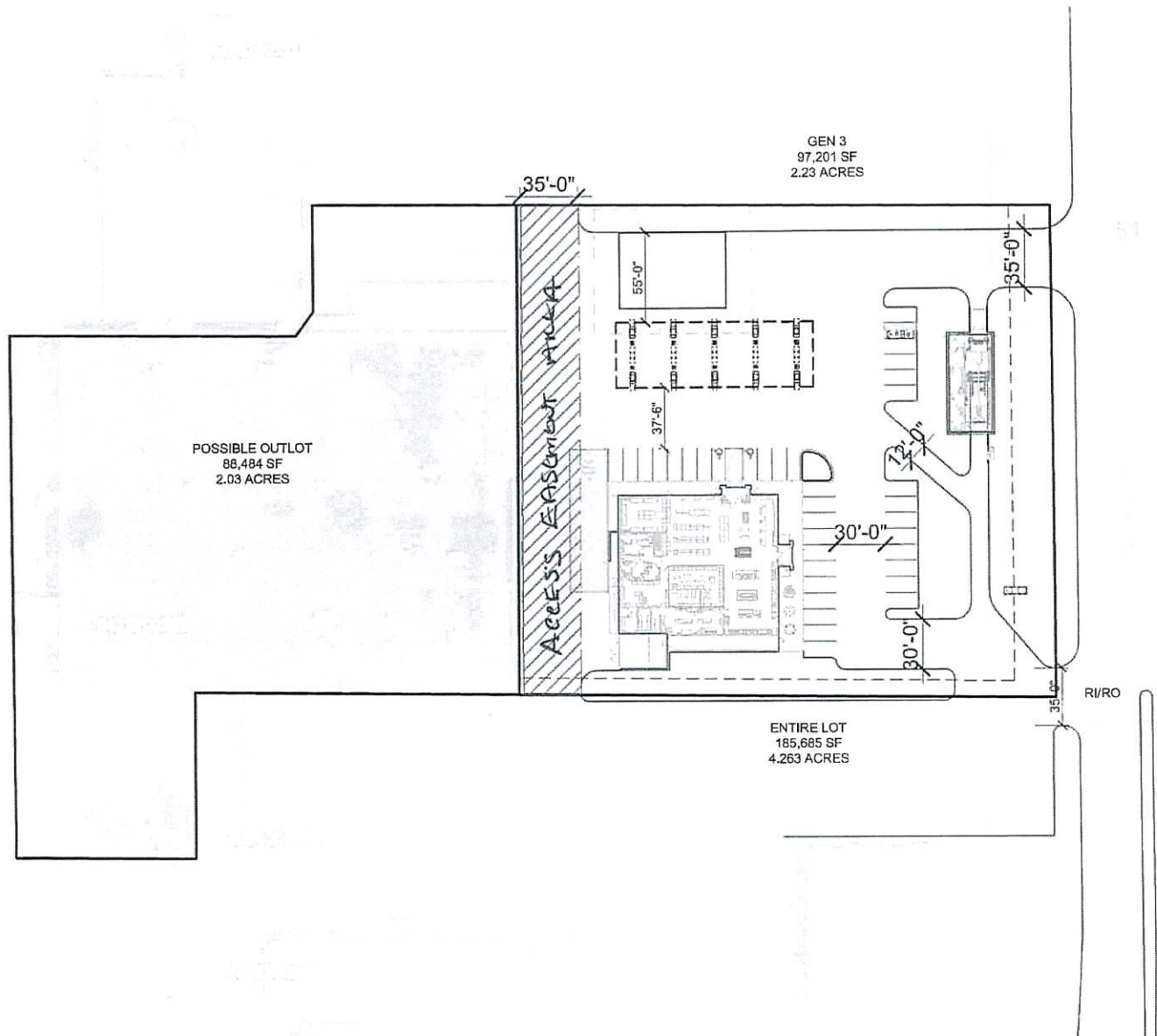
[Back to Your Account](#)

**EXHIBIT B**

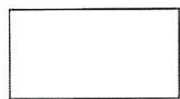
**ACCESS EASEMENT AREA**

**[See attached depiction]**





KWIK TRIP, Inc.  
 P.O. BOX 2107  
 1528 OAK STREET  
 LA CROSSE, WI 54602-2107  
 PH (608) 781-8588  
 FAX (608) 781-8960



SITE PLAN  
 CONVENIENCE STORE #XXX  
 WITH XXXXXX  
 CENTER AVE & KELLOGG  
 JAMESVILLE, WI

#	DATE	DESCRIPTION

DRAWN BY: TWK  
 SCALE: 1" = 80'-0"  
 PROJ. NO.: 2311  
 DATE: 2022-09-22  
 SHEET: SP4

