

Enrolled 158-45
~~PROPOSED ORDINANCE 158-47~~

1
2
3 WAUKESHA LAND CONSERVANCY PARTNERSHIP
4 ACQUISITION RUBEN BARSAMIAN PROPERTY
5

6 WHEREAS the Waukesha County Development Plan, which incorporated the Waukesha County
7 Park and Open Space Plan, was adopted by the Waukesha County Board of Supervisors on
8 November 26, 1996, and
9

10 WHEREAS, the plan identifies the property known as the 324-acre Ruben Barsamian Property
11 located in Sections 29 and 30 of the Town of Ottawa for preservation through acquisition, (refer
12 to Exhibit A), and
13

14 WHEREAS the Waukesha Land Conservancy, a non-profit conservation organization, has
15 requested Waukesha County's assistance to acquire the above mentioned property, and
16

17 WHEREAS the selling price of the property is \$800,000, and
18

19 WHEREAS the Waukesha Land Conservancy has requested the County contribute \$275,000 of
20 the total acquisition cost with the Waukesha Land Conservancy providing \$275,000, and the
21 State of Wisconsin \$250,000, and
22

23 WHEREAS the Waukesha Land Conservancy has executed an Offer to Purchase the Ruben
24 Barsamian property contingent upon obtaining a County Legacy Parkland Acquisition Grant, and
25

26 WHEREAS the Waukesha Land Conservancy has agreed to execute a Buy Out Option with
27 Waukesha County, (refer to Exhibit B), and
28

29 WHEREAS the Waukesha Land Conservancy would be responsible for maintenance of the site,
30 and
31

32 WHEREAS the Walter J. Tarmann Parkland Acquisition Fund was created in Enrolled
33 Ordinance 150-28 for the purpose of acquiring park and open space lands consistent with the
34 Waukesha County Board Adopted Park and Open Space Plan.
35

36 THE COUNTY BOARD OF SUPERVISORS OF WAUKESHA COUNTY DOES ORDAIN
37 that the Waukesha County Department of Parks and Land Use is authorized to make a land
38 acquisition grant to the Waukesha Land Conservancy in an amount not to exceed \$275,000 using
39 available funds from the 2003 Walter J. Tarmann Parkland Acquisition Fund budget for the
40 acquisition of the Ruben Barsamian property described in Exhibit A for land preservation
41 purposes.
42

43 BE IT FURTHER ORDAINED that the Buy Out Option between the Waukesha Land
44 Conservancy and Waukesha County is hereby approved.
45

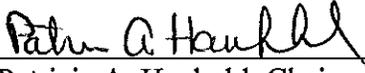
46 BE IT FURTHER ORDAINED that the Waukesha County Clerk and Waukesha County
47 Executive are authorized to execute the Buy Out Option.

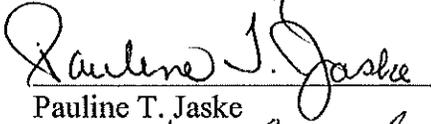
WAUKESHA LAND CONSERVANCY PARTNERSHIP
ACQUISITION RUBEN BARSAMIAN PROPERTY

Presented by:
Land Use, Parks and
Environment Committee

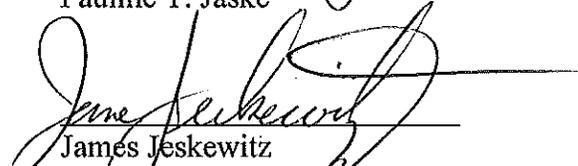
Approved by:
Finance Committee

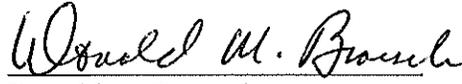

Walter L. Kolb, Chair

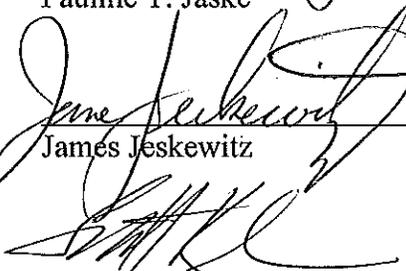

Patricia A. Haukohl, Chair


Pauline T. Jaske

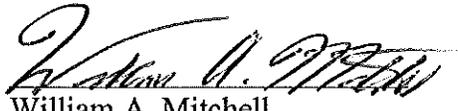

James R. Behrend

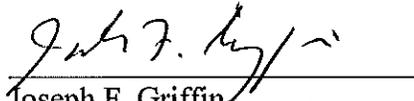

James Jeskewitz

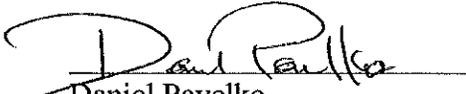

Donald M. Broesch

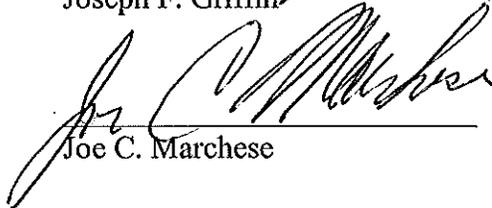

Scott J. Klein

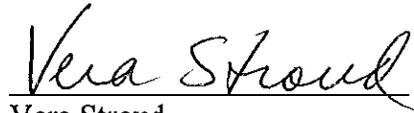

Genia C. Bruce

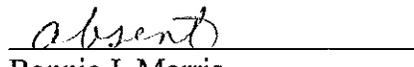

William A. Mitchell


Joseph F. Griffin

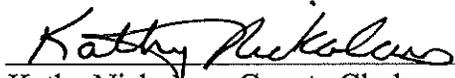

Daniel Pavelko


Joe C. Marchese


Vera Stroud


Bonnie J. Morris

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 8-15-03, 
Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: _____
Vetoed: _____

Date: 8-15-03, 
Daniel M. Finley, County Executive

BUYOUT OPTION

With the written approval of the Wisconsin Department of Natural Resources, hereafter "Department", the undersigned Ellen Gennrich as President for the Waukesha Land Conservancy, a non-profit organization, hereinafter "Grantor", does hereby grant to the County of Waukesha, a political subdivision of the State of Wisconsin, hereinafter "County", this ____ day of _____, 2003 an option to purchase Grantor's "property" being approximately 324 acres in the Town of Ottawa, as further described in Exhibit "A" attached hereto and made a part hereof.

WITNESSETH

WHEREAS, Grantor and County wish to address the disposition of said property,

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties do hereby agree to the Buyout Option upon the terms and conditions as set forth below.

If Grantor, with prior written approval from the Department, intends to sell, transfer, convey or enters into a bona fide offer to purchase for the sale of the property, or any part thereof; or agrees to the lease, exchange, dedication or other transfer, (hereinafter "offer") then Grantor shall give the County written notice of such, including a copy of said offer setting forth the material terms and conditions.

Upon receipt of the above notice, the County shall have 60 days to exercise its Buyout Option. If the County elects to exercise the Buyout, it shall give written notice to the Grantor of it's intention to close upon the terms and conditions as set forth below. Further, closing shall be 90 days from receipt of Grantor's notice.

The purchase price shall be \$275,000.00. Closing shall be held at the Waukesha County Administration Center.

Grantor states that this is a conveyance at an agreed price and that Wis. Stats. Chap. 32 is not applicable to this property.

Grantor shall obtain an ALTA owners policy in the amount of the purchase price, together with GAP coverage, at Grantor's expense, by an insurer licensed in Wisconsin. Grantor to provide title commitment to County, by actual delivery, within 10 days of Grantor's notice of offer/intent to sell. If Grantor fails to comply with this provision, the closing date may be delayed, at County's sole discretion, by the same number of days the title commitment is late.

158-0-044

The property shall remain subject to the terms, conditions and requirements of the recorded Stewardship Grant and Management Contract in perpetuity. Prior to the conveyance of the property by the Grantor to the County, the Grantor, the County and the Department shall execute an Assignment of Stewardship Grant and Management Contract that shall be recorded against the property.

Upon payment of the purchase price, Grantor shall convey the property by warranty deed, free and clear of all liens or encumbrances, except the recorded Stewardship Grant and Management Contract, the recorded Assignment of Stewardship Grant and Management Contract to Waukesha County, municipal and zoning ordinances, recorded easements for the distribution of utility and municipal services and general taxes levied in the year of closing, (provided none of the forgoing prohibit present use of the property), which constitutes merchantable title for purposes of this transaction. Notwithstanding the foregoing, the County shall only use the property for its original conservation purposes. The County's further sale of the property for other than open space preservation, or other like conservation purposes shall be prohibited.

This Buyout Option is contingent upon obtaining the written approval of the Department, Waukesha County Executive and Waukesha County Board of Supervisors for the purchase of the property contained in Exhibit "A", prior to closing.

Grantor shall notify County in writing of any condition affecting the property or defect not previously disclosed, through the closing of this transaction. Grantor shall cure said defect(s) by closing, or County may, at County's option declare this Offer null and void. Said defects to include any and all waste or debris, including but not limited to abandoned vehicles, machinery, scrap metal, cylinders, drums, tires and all other materials not occurring naturally on the property.

The County may obtain, at it's expense, written environmental assessments (phase I and/or phase II) of the Property from independent environmental consultants of County's choice, confirming that (i) the Property complies with all Environmental Laws; (ii) there are no liabilities (contingent or otherwise) affecting the Property arising under any Environmental Laws; (iii) there are no underground or above ground storage tanks, associated pipes or equipment located on or at the Property; and (iv) there are no Hazardous Substances on, under, at, in or migrating to or from the Property. If the assessment(s) reveal any condition that demonstrates a violation of applicable environmental laws, triggers reporting responsibilities, or other condition affecting the property in County's sole discretion, County may declare this option null and void.

The term "Environmental Laws" shall mean all federal, state and local laws including statutes, rules, regulations, common law doctrines and remedies and other governmental restrictions, codes, standards and requirements relating to the disposal, release, emission, dispersal, spilling, leaking, burial, migration, seeping, movement or discharge of air pollutants, chemicals, gases, vapors, waste pollutants, groundwater, effluents, storm water or surface water runoff, process wastewater, solid wastes or hazardous waste or otherwise relating to the protection of the environment. The term "Hazardous Substances"

shall mean all hazardous or toxic substances, fumes, smoke, soot, acids, alkalis, chemicals, liquids, gases, vapors, fill, soils, wastes and materials; any pollutants, particulate matter, effluents or contaminants (including, without limitation, petroleum products, asbestos and raw materials which include hazardous or toxic constituents); and any other similar substances or materials which are regulated under Environmental Laws.

If the County fails or elects not to exercise it's Buyout Option hereunder, and the Grantor, with the prior written approval of the Department, sells the property, or portion thereof, to a party, then, in such instance, the County's Buyout Option shall terminate as to that portion of the property so transferred. If the Buyout is not exercised, and the Grantor fails to close within 90 days of the time set to close upon the terms and conditions as set forth in the offer, the County's Buyout shall be reinstated and be applicable to any subsequent offer.

The rights granted herein may not be assigned by the County without the written consent of the Grantor and the Department. The covenants and agreements contained herein shall bind and benefit the parties and there respective successors and, to the extent allowed, their assigns. This document represents the entire agreement of the parties and may not be modified except in writing signed by all parties. This document may be recorded.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the following authorized signatories.

County of Waukesha:

Grantor:

By: _____
Daniel M. Finley
County Executive

By: _____

By: _____
Kathy Nickolaus
County Clerk

By: _____

Subscribed and sworn to before
me this _____ day of _____,
2003 by _____

Subscribed and sworn to before
me this _____ day of _____,
2003 by _____

Notary Public, State of Wisconsin
My Commission _____.

Notary Public, State of Wisconsin
My Commission _____.

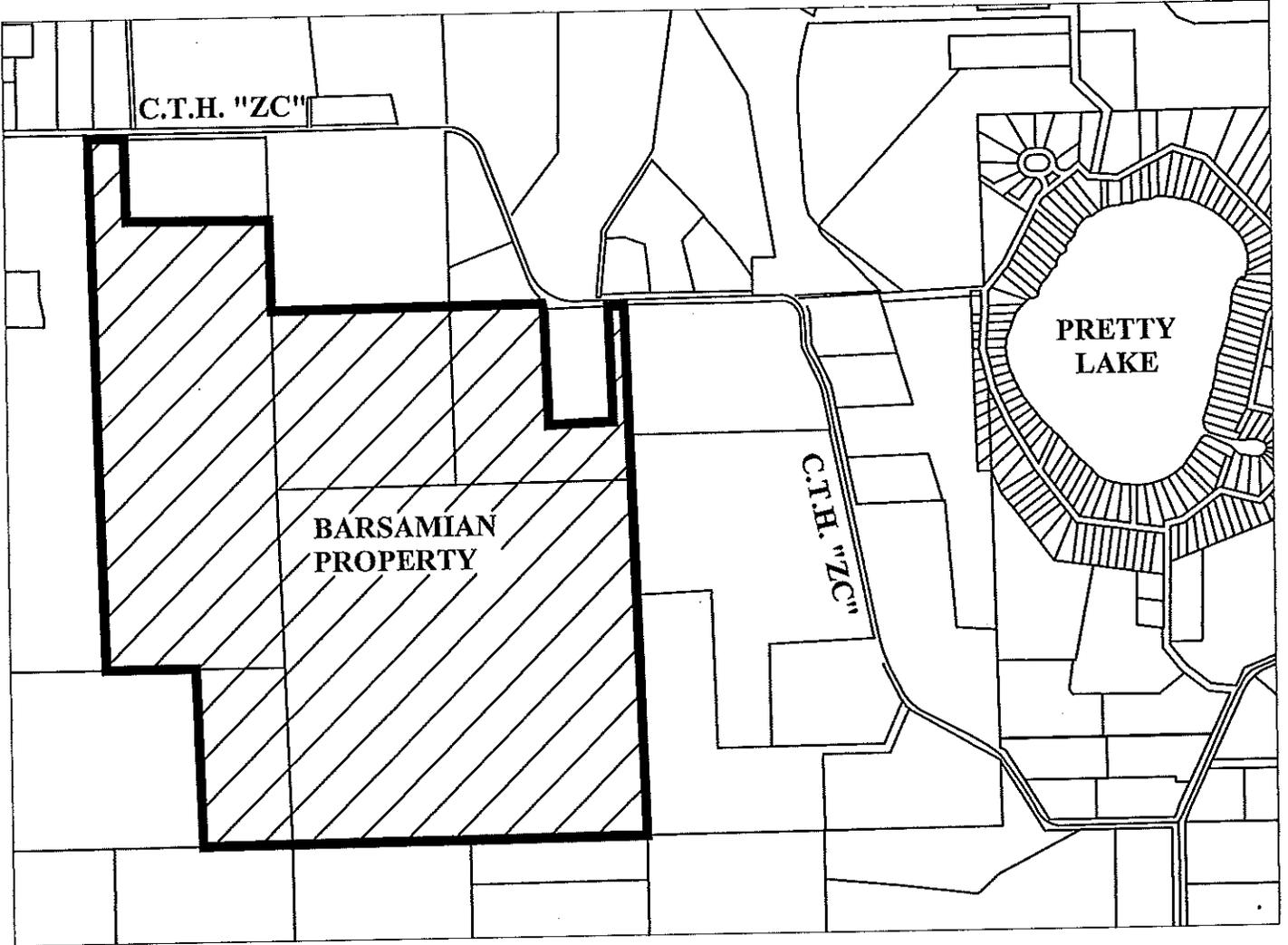
Wisconsin Department of Natural Resources

By: _____
Kathryn A. Curtner, Director
Bureau of Community Financial Assistance

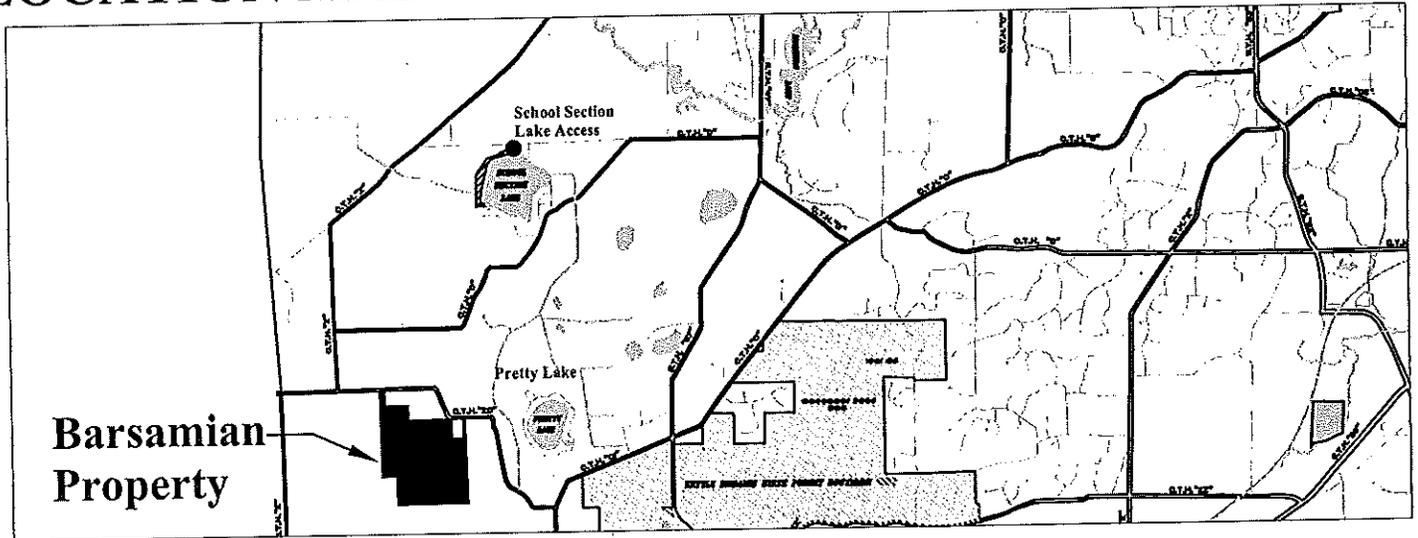
Subscribed and sworn to before
me this _____ day of _____,
2003 by _____

Notary Public, State of Wisconsin
My Commission

SITE MAP



LOCATION MAP



WAUKESHA COUNTY
Department of Parks and Land Use

**BARSAMIAN
PROPERTY**
158-0-044
EXHIBIT A

DATE
7-14-03

DRAWN
BY:
P.J.L.



NORTH

SHEET 1 OF 1

1

FISCAL NOTE

WAUKESHA LAND CONSERVANCY PARTNERSHIP ACQUISITION RUBEN BARSAMIAN PROPERTY

This ordinance authorizes a grant to the Waukesha Land Conservancy in an amount not to exceed \$275,000 for the purpose of acquiring land in the Town of Ottawa. The Conservancy would own the land and be responsible for its maintenance.

The ordinance also authorizes the County to enter into an agreement with the Conservancy under which the County would have the option to purchase the property for \$275,000 in the event the Conservancy elected to sell it.

There is currently sufficient unused expenditure authority in the 2003 Tarmann Fund to fund this grant. However, all previously approved acquisitions are estimated to exceed the 2003 budget. Approval of this ordinance and the subsequent purchase would require additional appropriation for commitments to be made on the other land acquisitions. The department is submitting a separate ordinance to appropriate the needed fund balance.



Lawrence M. Dahl
Accounting Services Manager

lmd
07/18/03
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158-0-044

EO 158-45

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-08/12/03

(ORD) NUMBER-1580044

- 1 K. HERRO.....AYE
- 3 D. STAMSTA.....AYE
- 5 J. MARCHESE.....AYE
- 7 J. JESKEWITZ.....AYE
- 9 P. HAUKOHL.....AYE
- 11 K. HARENDA.....AYE
- 13 J. MORRIS.....AYE
- 15 D. SWAN.....AYE
- 17 J. BEHREND.....AYE
- 19 W. MITCHELL.....AYE
- 21 W. KOLB.....AYE
- 23 P. PRONOLD.....AYE
- 25 K. CUMMINGS.....AYE
- 27 D. PAULSON.....AYE
- 29 M. THOMAS.....NAY
- 31 V. STROUD.....AYE
- 33 D. PAVELKO.....AYE
- 35 C. SEITZ.....NAY

- 2 R. THELEN.....AYE
- 4 H. CARLSON.....AYE
- 6 D. BROESCH.....
- 8 J. DWYER.....AYE
- 10 S. WOLFF.....AYE
- 12 J. GRIFFIN.....AYE
- 14 J. LA PORTE.....AYE
- 16 R. MANKE.....AYE
- 18 B. MORRIS.....AYE
- 20 M. KIPP.....AYE
- 22 G. BRUCE.....AYE
- 24 A. SILVA.....AYE
- 26 S. KLEIN.....AYE
- 28 P. JASKE.....AYE
- 30 K. NILSON.....AYE
- 32 P. GUNDRUM.....AYE
- 34 R. SINGERT.....NAY

TOTAL AYES-31

TOTAL NAYS-03

CARRIED X

DEFEATED _____

UNANIMOUS _____

TOTAL VOTES-34