

RESOLUTION NO. 2016-75

RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE AUTHORIZING THE CONVEYANCE OF COUNTY OWNED PARCELS ON DURAND AVENUE NEAR 84TH STREET IN THE VILLAGE OF STURTEVANT BY TEMPORARY LIMITED EASEMENT AND TRANSFER IN FEE SIMPLE TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR HIGHWAY PURPOSES

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that Racine County is authorized to transfer in fee simple and to grant easements on certain County owned lands to the Wisconsin Department of Transportation for highway purposes;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the land sales and easements are as set forth in Exhibits "A" and "B", attached hereto;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that Corporation Counsel is authorized to prepare or review any agreement or other document, with the necessary and appropriate terms and conditions to facilitate this transaction and that additional terms and conditions may be applicable as the Corporation Counsel and the Director of Public Works deem necessary and appropriate;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the proceeds of the sale be placed in account 100.8515.88260, Land Sales, as set forth in Exhibit "C", attached hereto;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE

2nd Reading _____

BOARD ACTION

Ronald Molnar, Chairman

Adopted _____

For _____

Against _____

Absent _____

Mark M. Gleason, Vice-Chairman

VOTE REQUIRED: Majority

Tom Hincz, Secretary

Prepared by:
Corporation Counsel

Robert D. Grove

3 _____
4 Kiana Harden-Johnson

5 _____
6 David J. Cooke

7 _____
8 Scott Maier

9
10
11 **The foregoing legislation adopted by the County Board of Supervisors of**
12 **Racine County, Wisconsin, is hereby:**

13 **Approved:** _____

14 **Vetoed:** _____

15
16 **Date:** _____,

17
18 _____
19 **Jonathan Delagrave, County Executive**

20
21
22 **INFORMATION ONLY**

23
24 **WHEREAS**, the Wisconsin Department of Transportation (DOT) plans to
25 reconstruct the intersection of State Highway 11 (Durand Avenue) and 84th Street in the
26 Village of Sturtevant, Racine County; and

27
28 **WHEREAS**, this DOT project requires the partial acquisition of four parcels of
29 County owned land in fee simple and by temporary limited easement: (i) the acquisition of
30 DOT Plat Parcel 1 (parts of three County parcels) involves acquiring in fee simple 0.719
31 acres of land and by temporary limited easement of 0.299 acres of land located at 8318 &
32 8419 Durand Avenue; and (ii) the acquisition of DOT Plat Parcel 2 (part of one County
33 parcel) involves acquiring in fee simple 0.077 acres of land and by temporary limited
34 easement for 0.024 acres of land located at 8419 Durand Avenue; and

35
36 **WHEREAS**, in accordance with appraisals performed for the Wisconsin Department
37 of Transportation: (i) the purchase price of the real estate designated as Parcel 1 in fee
38 simple shall be One Hundred Seventy Seven Thousand and 0/100 Dollars (\$177,000.00)
39 and by temporary limited easement shall be Nine Thousand Four Hundred and 0/100
40 Dollars (\$9,400.00); (ii) the purchase price of the real estate designated as Parcel 2 by fee
41 simple shall be Eight Thousand Seven Hundred and 0/100 (\$8,700.00) and by temporary
42 limited easement shall be Three Hundred Fifty and 0/100 (\$350.00); and (iii) the total
43 purchase price for the fee simple and temporary limited easements is \$195,450.

44
45 **WHEREAS**, the Public Works, Parks and Facilities Committee finds that the
46 granting of such easements and the sale of said property is in the best interest of the
47 citizens of Racine County and will serve good public policy.

Exhibit A

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - SHORT FORM

Wisconsin Department of Transportation
RE1895 04/2015

THIS AGREEMENT, made and entered into by and between Racine County,, hereinafter called Seller, and the State of Wisconsin, Department of Transportation, hereinafter called WisDOT. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and WisDOT agree that WisDOT is purchasing this property for highway or other transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to WisDOT that Seller has no notice or knowledge of any of the following:

- 1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property, other than the planned transportation facility for which WisDOT is purchasing this property;
- 2) Government agency or court order requiring repair, alteration, or correction of any existing condition;
- 3) Shoreland or special land use regulations affecting the property; and,
- 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and WisDOT agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Racine County, Wisconsin:

Legal description is attached hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of One Hundred Eighty-Six Thousand Four Hundred and 0/100 Dollars, (\$186,400.00) payable in full by check at closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

Seller shall, upon payment of purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and , provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to WisDOT on the date of closing.

Physical occupancy of property shall be given to WisDOT on the date of closing. Seller may not occupy property after closing unless a separate lease agreement is entered into between WisDOT and Seller.

SPECIAL CONDITIONS:

This agreement is binding upon acceptance by WisDOT as evidenced by the signature of an authorized representative of WisDOT. If this agreement is not accepted by WisDOT within 30 days after Seller's signature, this agreement shall be null and void.



Q 7 5 0 2 0 2 0

Project ID
1320-21-20

Parcel No.
1

No representations other than those expressed here, either oral or written, are part of this sale.

Seller and WisDOT agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

The warranties, covenants and representations made herein survive the closing and the conveyance of this property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

<hr style="border-top: 1px solid black;"/>	<hr style="border-top: 1px solid black;"/>
Seller Signature	Seller Signature
Date	Date
<hr style="border-top: 1px solid black;"/>	<hr style="border-top: 1px solid black;"/>
Print Name	Racine County Print Name

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Seller Signature	Date
<hr style="border-top: 1px solid black;"/>	
Print Name	

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Seller Signature	Date
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Print Name	

<hr style="border-top: 1px solid black;"/>	<hr style="border-top: 1px solid black;"/>
Seller Signature	Date
<hr style="border-top: 1px solid black;"/>	
Print Name	

The above agreement is accepted.

<hr style="border-top: 1px solid black;"/>	<hr style="border-top: 1px solid black;"/>
Signature	Date
<hr style="border-top: 1px solid black;"/>	
Print Name	
<hr style="border-top: 1px solid black;"/>	
Title	

Must be signed by administrator or an authorized representative of WisDOT.

Project ID
1320-21-20

Parcel No.
1

LEGAL DESCRIPTION

Parcel 1 of Transportation Project Plat 1320-21-20 - 4.01, recorded as Document number 2419759, in the Racine County Office of the Register of Deeds, Racine County, Wisconsin.

Property interests and rights of said Parcel 1 consist of:

Fee Simple

Temporary Limited Easement

This Temporary Limited Easement expires at the completion of the construction project for which this instrument is given.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Exhibit B

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - SHORT FORM

Wisconsin Department of Transportation
RE1895 04/2015

THIS AGREEMENT, made and entered into by and between Racine County,, hereinafter called Seller, and the State of Wisconsin, Department of Transportation, hereinafter called WisDOT. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and WisDOT agree that WisDOT is purchasing this property for highway or other transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to WisDOT that Seller has no notice or knowledge of any of the following:

- 1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property, other than the planned transportation facility for which WisDOT is purchasing this property;
- 2) Government agency or court order requiring repair, alteration, or correction of any existing condition;
- 3) Shoreland or special land use regulations affecting the property; and,
- 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and WisDOT agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Racine County, Wisconsin:

Legal description is attached hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of Nine Thousand Fifty and 0/100 Dollars, (\$9,050.00) payable in full by check at closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

Seller shall, upon payment of purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and , provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to WisDOT on the date of closing.

Physical occupancy of property shall be given to WisDOT on the date of closing. Seller may not occupy property after closing unless a separate lease agreement is entered into between WisDOT and Seller.

SPECIAL CONDITIONS:

This agreement is binding upon acceptance by WisDOT as evidenced by the signature of an authorized representative of WisDOT. If this agreement is not accepted by WisDOT within 30 days after Seller's signature, this agreement shall be null and void.



Q J 5 0 2 0 3 4

Project ID
1320-21-20

Parcel No.
2

LEGAL DESCRIPTION

Parcel 2 of Transportation Project Plat 1320-21-20 - 4.01, recorded as Document number 2419759, in the Racine County Office of the Register of Deeds, Racine County, Wisconsin.

Property interests and rights of said Parcel 2 consist of:

Fee Simple

Temporary Limited Easement

This Temporary Limited Easement expires at the completion of the construction project for which this instrument is given.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

EXHIBIT "C"

Selling four parcels of County owned land and granting temporary limited easement to the Wisconsin Department of Transportation for \$195,450. The proceeds of this purchase and easement will be deposited into 100.8515.88260 - Revenues Non-Department Land Sales.

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____