

December 1, 2015

RESOLUTION NO. 2015-87

RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE AUTHORIZING THE CONVEYANCE OF COUNTY OWNED LAND IN EVANS PARK AND IVES GROVE GOLF COURSE 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 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 Racine County is authorized 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;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that additional terms and conditions may be applicable as the Corporation Counsel and the Director of Public Works deem necessary and appropriate; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk 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

\_\_\_\_\_  
Katherine Buske, Chair

Adopted \_\_\_\_\_

For \_\_\_\_\_

Against \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Kiana Harden-Johnson, Vice-Chair

VOTE REQUIRED: Majority

\_\_\_\_\_  
David Cooke, Secretary

3  
4 Prepared by:  
5 Corporation Counsel

\_\_\_\_\_

Ronald Molnar

6  
7  
8 \_\_\_\_\_

Tom Hincz

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10  
11 \_\_\_\_\_

Kenneth Lumpkin

12  
13  
14 \_\_\_\_\_

Scott Maier

15  
16 **The foregoing legislation adopted by the County Board of Supervisors of**  
17 **Racine County, Wisconsin, is hereby:**

18 **Approved:** \_\_\_\_\_

19 **Vetoed:** \_\_\_\_\_

20  
21 **Date:** \_\_\_\_\_,

22  
23 \_\_\_\_\_

24 **Jonathan Delagrave, County Executive**

25  
26  
27 **INFORMATION ONLY**

28  
29 **WHEREAS**, the Wisconsin Department of Transportation (DOT) plans to construct  
30 a roundabout at the intersection of State Highway 20 and County Highway C, in the Town  
31 of Yorkville, Racine County; and

32  
33 **WHEREAS**, this project requires the acquisition of three parcels of County owned  
34 land in fee simple and by temporary limited easement: (i) the acquisition of Parcel 3  
35 involves acquiring in fee simple 1.177 acres of parkland from Evans Park along the north  
36 side of County Highway C; (ii) the acquisition of Parcel 6 involves acquiring in fee simple  
37 0.052 acres of land from County land north of the Park and Ride along the south side of  
38 County Highway C; and (iii) the acquisition of Parcel 10 involves acquiring by temporary  
39 limited easement two small strips of parkland (0.032 and 0.113 acres) from the Ives Grove  
40 Golf Course along County Highway A and State Highway 20; and

41  
42 **WHEREAS**, in accordance with appraisals performed for the Wisconsin Department  
43 of Transportation: (i) the purchase price of the real estate designated as Parcel 3 in fee  
44 simple shall be Seven Thousand Five Hundred and 0/100 Dollars (\$7,500.00); (ii) the  
45 purchase price of the real estate designated as Parcel 6 in fee simple shall be One  
46 Thousand Five Hundred Thirty-Five and 0/100 Dollars (\$1,535.00); and (iii) the purchase  
47 price of the real estate designated as Parcel 10 by temporary limited easement shall be  
48 Two Hundred Fifty and 0/100 Dollars (\$250.00).

**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 Seven Thousand Five Hundred and 0/100 Dollars, (\$7,500.00) 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.

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



Q J 4 1 4 9 5 6

Project ID  
2340-00-26Parcel No.  
3

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.

\_\_\_\_\_  
Seller Signature                                      Date  
\_\_\_\_\_  
Racine County Representative  
Print Name

\_\_\_\_\_  
Seller Signature                                      Date  
\_\_\_\_\_  
Racine County Representative  
Print Name

\_\_\_\_\_  
Seller Signature                                      Date  
\_\_\_\_\_  
Racine County Representative  
Print Name

\_\_\_\_\_  
Seller Signature                                      Date  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Seller Signature                                      Date  
\_\_\_\_\_  
Print Name

The above agreement is accepted.

\_\_\_\_\_  
Signature    Date  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

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**LEGAL DESCRIPTION**

Parcel 3 of Transportation Project Plat 2340-00-26-4.02, recorded as Document 2411433 in Racine County, Wisconsin.

Property interests and rights of said Parcel 3 consist of:

**Fee Simple**

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.