

November 10, 2020

RESOLUTION NO. 2020-77

RESOLUTION BY THE EXECUTIVE COMMITTEE AUTHORIZING THE SALE OF A PORTION OF A COUNTY OWNED PARCEL ADJACENT TO THE YORKVILLE SEWER UTILITY DISTRICT # 1 TO THE VILLAGE OF YORKVILLE FOR \$12,500.00

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

WHEREAS, the Village of Yorkville has requested to purchase an approximately one-acre parcel of land owned by Racine County located behind the Village's treatment plant near Racine County's Ives Grove salt storage building; and

WHEREAS, the Village of Yorkville intends to expand the treatment plant and desires the additional land to facilitate that expansion; and

WHEREAS, the parcel has a history of changing ownership between the County and the (then) Town of Yorkville, and the original deed specifically included language contemplating that Yorkville may repurchase the land in the future for treatment plant purposes for \$12,500.00, as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Racine County Board of Supervisors that the sale of the subject approximately one-acre portion of a parcel adjacent to the Yorkville Sewer Utility District #1 as set forth in Exhibit "A" for Twelve Thousand and Five Hundred Dollars (\$12,500.00) to the Village of Yorkville is hereby authorized and approved; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the fiscal note, as set forth in Exhibit "B," that is attached hereto, is authorized and approved; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that such purchase and sale agreements shall incorporate such further terms as the Corporation Counsel, Finance Director, and the Public Works and Development Services Director deem necessary and appropriate; and

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

Respectfully submitted,

1st Reading _____

EXECUTIVE COMMITTEE

1 Res No. 2020-77
2 Page Two

3
4 2nd Reading _____

Thomas E. Roanhouse, Chairman

6 BOARD ACTION
7 Adopted _____
8 For _____
9 Against _____
10 Absent _____

Tom Kramer, Vice Chairman

Robert N. Miller, Secretary

12 VOTE REQUIRED: Majority

14 Prepared by:
15 Corporation Counsel

Robert D. Grove

Scott Maier

Rusty Russell Clark

Q.A. Shakoor, II

Melissa Kaprelian

Tom Hincz

Donald J. Trottier

34 **The foregoing legislation adopted by the County Board of Supervisors of**
35 **Racine County, Wisconsin, is hereby:**

36 **Approved: _____**

37 **Vetoed: _____**

38
39 **Date: _____,**

41 _____
42 **Jonathan Delagrave, County Executive**



PRUITT, EKES & GEARY, S.C.

Timothy J. Pruitt
Elaine Sutton Ekes
Christopher A. Geary
Tyler M. Helsel

Office Administrator:
Eileen M. Zaffiro

245 Main Street, Suite 404, Racine, WI 53403 Phone: 262-456-1216 Facsimile: 262-456-2086 www.peglawfirm.com

September 21, 2020

Transmitted Via Electronic Mail

Julie Anderson
Director of Public Works and Development Services
Racine County Ives Grove Office Complex
14200 Washington Avenue
Sturtevant, WI 53177

RE: Proposed land purchase by the Village of Yorkville

Dear Julie:

Per our telephone conference, please let this letter serve to memorialize the Village of Yorkville's request to purchase from the County the approximately one-acre parcel of land located immediately behind the Village's treatment plant and near the County's Ives Grove salt storage building. Enclosed is a recent survey from Mark Madsen detailing the land sought to be purchased. The Village in the process of undertaking an expansion of the plant and desires the additional land to facilitate that construction. It appears from the attached deeds that the parcel has a history of switching hands between the County and the (then) Town of Yorkville, and the original deed specifically included language contemplating that Yorkville might repurchase the land at some point in the future for treatment plant purposes for \$12,500. The Village therefore proposes to pay the County \$12,500 for the land.

As I understand it, the County's Executive Committee could take up this matter on October 6th. Both the Village Board and the Yorkville Sewer Commission have already approved this request and, assuming the County is agreeable, also approved the purchase itself. Therefore we anticipate that this transaction could be closed in short order. Please let us know the County's position and next steps to move the process forward, or let me know of any questions or concerns. Thank you.

Sincerely,

PRUITT, EKES & GEARY, S.C.

Christopher A. Geary
cgeary@peglawfirm.com

Enclosures

cc: Mike McKinney, Village Administrator – via electronic mail
Gary Hanson, Yorkville Sewer Utility District – via electronic mail
Michael Lanzdorf, Racine County Corporation Counsel – via electronic mail

EXHIBIT A

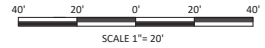
A Drawing for the Village of Yorkville Sewer Utility District 1.

Existing Racine County Lands (description of record), Bearing Base NAD27

That part of the Southeast 1/4 of Section 12, Township 3 North, Range 21 East, in the Village of Yorkville, Racine County, Wisconsin, described as follows: Commence at a point on the South line of Section 12 located S87°59'24"W 1176.12 feet from the Southeast corner of said Section; thence N01°39'57"W 200.00 feet; thence S88°20'03"W 226.75 feet; thence S03°17'17"W 200.75 feet; thence N88°20'03"E 244.09 feet to the point of beginning.

Lands proposed to be conveyed to Yorkville sewer Utility District 1. Bearings Base NAD83(2011)

That part of the Southeast 1/4 of Section 12, Township 3 North, Range 21 East, in the Village of Yorkville, Racine County, Wisconsin, described as follows: Commence at a point on the South line of Section 12 located S87°59'16"W 1176.12 feet from the Southeast corner of said Section; thence N01°40'05"W 258.50 feet to the point of beginning; run thence N01°40'05"W 200.00 feet; thence S88°19'55"W 202.66 feet; thence S07°48'42"W 50.69 feet; thence S88°19'55"W 20.07 feet; thence S03°17'09"W 200.75 feet; thence N88°19'55"E 244.09 feet to the point of beginning. Containing 45,979.44 s.f. or 1.056 Acres



BEARING BASE: GRID NORTH, WISCONSIN
 COORDINATE SYSTEM: SOUTH ZONE
 BASED UPON NAD 1983 / 2011

ALL ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1988.

- LEGEND:
- STORM MANHOLE
 - SANITARY MANHOLE
 - SANITARY SEWER
 - LIGHT POLE
 - YARD LIGHT
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - WATER VALVE
 - FOUND 1" IRON PIPE
 - SOIL BORING
 - GUARD POST
 - GENERATOR
 - ELECTRIC MANHOLE
 - ELECTRIC METER
 - HVAC
 - VENT PIPE
 - PAD MOUNT TRANSFORMER
 - LIFT STATION
 - FENCE
 - CONCRETE PAVEMENT



Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd., Suite 200, Racine, WI 53406
 Tel: (262) 534-5588 Website: www.nmbssc.net

**PT. SW 1/4 & SE 1/4 OF
 SE 1/4 SEC. 12-3-21**
 PLAT OF SURVEY WITH TOPOGRAPHY
 FOR
YORKVILLE SEWER UTILITY DISTRICT
 VILLAGE OF YORVILLE, COUNTY OF RACINE, STATE OF WISCONSIN

| NO. | REVISION | DATE |
|-----|----------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SE CORNER, SE 1/4
 SEC 12-3-21
 N 272,067.61
 E 2,518,298.57

PROJ. MGR: MBSA
 DRAFTED: SCB, LMB
 DATE: 07-02-2020
 CHECKED: MBSA
 DATE: 07-02-2020

2020.0003.01

SHEET
1 OF **1**

Monday, July 06, 2020 7:55:27 AM

SW CORNER, SE 1/4
 SEC 12-3-21
 N 272,067.61
 E 2,518,298.57

S.L. SE 1/4 OF SEC. 12-3-21
 1196.38

S 87°59'16" W 2639.17

1176.12

DOCUMENT NO.

1164820

STATE BAR OF WISCONSIN - FORM 11
LAND CONTRACT-Individual and Corporate
THIS SPACE RESERVED FOR RECORDING DATA

CONTRACT, by and between County of Racine

("Vendor",
whether one or more) and Town of Yorkville and Sewer
Utility District No. 1, Town of Yorkville

("Purchaser", whether one or more).
Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Racine County, State of Wisconsin:

Register's Office
Racine County, Wis. } SS: th
Received for Record 8 day of March
A.D. 1985 at 3:53
o'clock P. M. and recorded in Volume 1744
of Records on page 960-961
Helin M. Schuttler
Register of Deeds

600
RETURN TO
Thompson & Coates

That part of the Southeast 1/4 of Section 12, Township 3 North, Range 21 East, in the Town of Yorkville, Racine County, Wisconsin, bounded as follows: Begin at a point on the South line of said Section located S87°59'24"W 1176.12 feet from a standard Racine County monument with a brass cap marking the Southeast corner of said Section; run thence S87°59'24"W 266.67 feet; thence N03°17'17"E 462.23 feet; thence N88°20'03"E 226.75 feet; thence S01°39'57"E 458.90 feet to the point of beginning.

Int Exempt 27,82

Tax Key No. _____
51-018 03-21-12-029-000
4-12-18-10

This is not homestead property.
(is) (is not)

Purchaser agrees to purchase the Property, and to pay to Vendor at Racine, Wisconsin the sum of \$ 12,500.00 in the following manner: \$ 6,250.00 at the execution of this Contract, and the balance of \$ 6,250.00 hereinafter set forth in the following schedule of payments on September 26, 1985

270
03
100
1
Purchaser agrees to pay to Vendor...
In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

VCL 1744 PAGE 960

Purchaser shall be entitled to take possession of the Property on forthwith
*Cross Out One. (To Be Used in Non-Consumer Act Transactions)

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ 12,500.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall not be reinstated or altered in favor of the Vendor or be extended to the Vendor or her estate. Vendor shall be notified in writing of the original and all policies covering the Property and shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser and except: None.

The deed shall provide that in the event said land ceases to be used for purposes of a sewage treatment plant or related facilities, the vendor shall have the first right to repurchase the land at a price of \$12,500.00.

Purchaser agrees that time is of the essence and in case of default in the payment of any principal or interest when due, or in the performance of any of the conditions, covenants, or promises of Purchaser, and such default shall continue for a period of _____ days, then Vendor may, at Vendor's option, declare the contract at an end, all rights of the Purchaser under this agreement cancelled, and the amounts paid by Purchaser hereunder forfeited, the same to remain Vendor's property as rent of said premises and as liquidated damages for the failure completely to fulfill this agreement; and Vendor shall forthwith and without notice have the right of re-entry; or, at the option of Vendor and without notice to Purchaser, notice being hereby expressly waived, the whole amount of unpaid principal shall be deemed to have become due and payable; in case such option shall be exercised, the unpaid principal and interest together with all sums which may be or have been paid by Vendor as herein authorized with interest on such disbursements at the rate aforesaid shall be collectable in a suit at law, or by foreclosure of this contract in the same manner as if the whole of unpaid principal had been due at the time when any such default occurred, and the indebtedness shall embrace, with unpaid principal and interest, all the sums so disbursed with interest as aforesaid. In case of legal proceedings to enforce any remedy hereunder, whether abated or not, all expenses, including reasonable attorney's fees, shall be added to the principal, become due as incurred, and in case of judgment shall be included therein.

Upon the commencement and during the pendency of any action or foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including any interest therein, to collect the rents, issue and profits of the Property during the pendency of such action and such rents, issue and profits when so collected shall be held and applied as the court shall direct.

All terms of this Contract shall be binding upon and insure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 28th day of February, 19 85.

TOWN OF YORKVILLE

By: Alvin P. Nelson (SEAL)
Alvin P. Nelson, Chairman
Attest: Jane Kitzrow (SEAL)
SEWER UTILITY DISTRICT NO. 1,
TOWN OF YORKVILLE

Dennis Kornwolf
COUNTY OF RACINE
By: Len Ziolkowski (SEAL)
Hubert Braun

By: Alvin P. Nelson (SEAL)
Alvin P. Nelson, Pres.
Attest: James E. Moyer
James E. Moyer, Sec'y.

Attest: (SEAL)

AUTHENTICATION
Signatures authenticated this 28th day of February, 19 85 of the above named Alvin P. Nelson, Chairman Jane Kitzrow, Clerk Alvin P. Nelson, President James E. Moyer, Secretary

ACKNOWLEDGMENT
STATE OF WISCONSIN
Racine County, ss.
Personally came before me, this 28th day of February, 19 85 the above named Dennis Kornwolf, Len Ziolkowski, and Hubert Braun

Kenneth F. Hostak
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by §706.06, Wis. Stats.)
This instrument was drafted by Kenneth F. Hostak

to me known to be the person who executed the foregoing instrument and acknowledged the same.
William J. Back
Notary Public RACINE County, Wis.
My Commission is permanent. (If not, state expiration date:)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
The use of witnesses is optional.

*Names of persons signing in any capacity should be typed or printed below their signatures.

THIS INDENTURE, Made this 20th day of December A. D., 19 85, between COUNTY OF RACINE

Register's Office Racine County, Wis. } ss Received for Record 18th day of March A.D. 19 85 at 3:46 o'clock P. M. and recorded in Volume 1788 of Records on page 809-810

part y of the first part and TOWN OF YORKVILLE and SEWER UTILITY DISTRICT NO. 1, TOWN OF YORKVILLE a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine County Wisconsin, party of the second part.

Helen M. Schuttner 6.00 Register of Deeds RETURN TO Kenneth F. Hostak Thompson & Coates, Ltd. Box 59

Witnesseth, That the said party y of the first part, for and in consideration of the sum of One Dollar (\$1.00) and All Other Good and Valuable Consideration

to in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha y given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do es give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:

That part of the Southeast 1/4 of Section 12, Township 3 North, Range 21 East, in the Town of Yorkville, Racine County, Wisconsin, bounded as follows: Begin at a point on the South line of said Section located S87°59'24"W 1176.12 feet from a standard Racine County monument with a brass cap marking the Southeast corner of said Section; run thence S87°59'24"W 266.67 feet; thence N03°17'17"E 462.23 feet; thence N88°20'03"E 226.75 feet; thence S01°39'57"E 458.90 feet to the point of beginning.

THE ABOVE IS #2

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate right, title, interest, claim or demand whatsoever, of the said part y of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances unto the said party of the second part, and to its successors and assigns FOREVER. And the said Racine County

for its heirs, executors and administrators, do es covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, EXCEPT: If the above described premises cease to be used for purposes of a sewage treatment plant or related facilities, the vendor shall have the first right (cont'd on reverse) and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, will forever WARRANT AND DEFEND.

In Witness Whereof, the said part y of the first part has hereunto set its hand and seal this 20th day of December, A. D., 19 85.

SIGNED AND SEALED IN PRESENCE OF

County of Racine Leonard Ziolkowski (SEAL) Dennis Kornwolf (SEAL) (SEAL) (SEAL)

STATE OF WISCONSIN, Racine County, ss. Personally came before me, this 20th day of December, A. D., 19 85 the above named Leonard Ziolkowski, Dennis Kornwolf, County Executive and County Clerk, respectively, to me known to be the person s who executed the foregoing instrument and acknowledged the same.



Gail M. Peters (SEAL) Notary Public Racine County, Wis. My Commission (Expires) 10-22-89

This instrument drafted by William F. Bock

(Cont'd from front)

to repurchase the land at a price of \$12,500.00.

1801044

Document Number

STATE BAR OF WISCONSIN FORM 3 - 1999
QUIT CLAIM DEED

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2001 NOV 21 PM 2:40

MARK A. LADD
REGISTER OF DEEDS

VOL 3301
PAGE 163

This Deed, made between Town of Yorkville, a political subdivision of the State of Wisconsin

Grantor,
and Racine County, a political subdivision of the State of Wisconsin

Grantee.
Grantor quit claims to Grantee the following described real estate in Racine County, State of Wisconsin (if more space is needed, please attach addendum):

That part of the Southeast 1/4 of Section 12, Township 3 North, Range 21 East, in the Town of Yorkville, Racine County, Wisconsin, described as follows: Commence at a point on the South line of Section 12 located S87°59'24"W 1176.12 feet from the Southeast corner of said Section; thence N01°39'57"W 258.90 feet to the point of beginning; run thence N01°39'57"W 200.00 feet; thence S88°20'03"W 226.75 feet; thence S03°17'17"W 200.75 feet; thence N88°20'03"E 244.09 feet to the point of beginning.

Recording Area

Name and Return Address

Hostak, Henzl & Bichler, S.C. (TJP)
Box 520

Together with all appurtenant rights, title and interests.

018-03-21-12-029-001
Parcel Identification Number (PIN)
This is not homestead property.

Tax Exempt 77.25 2

Dated this 31 day of October, 2001.

Town of Yorkville

By: James E. Moyer

Attest: Judith E. Cimone

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

ACKNOWLEDGMENT

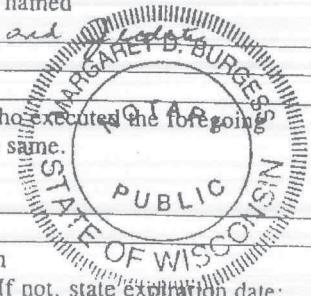
STATE OF WISCONSIN)
Racine County) ss.

Personally came before me this 31 day of October, 2001 the above named James E. Moyer and E. Cimone

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Margaret W. Beecher

Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: 3/06/05)



TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Robert R. Henzl, Hostak, Henzl & Bichler, S.C.

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Names of persons signing in any capacity must be typed or printed below their signature.

NOV-10-2020

FISCAL NOTE RESOLUTION NO: 2020-77

EXHIBIT "B"

Fiscal Year:

2020

Sale of 1 Acre parcel of land owned by Racine County located behind the Village of Yorkville's treatment plant near Ives Grove salt storage building for the price of \$12,500.

The funds will be deposited into account 660240.330000 - HWY Fleet Sale of Co Property

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

REASONS

| FOR | AGAINST |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |