

August 13, 2012

**RESOLUTION NO. 2012-48**

**RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE AUTHORIZING THE GRANTING OF ACCESS RIGHTS, AND OF A TEMPORARY LIMITED EASEMENT, WITHIN BEAUMONT PARK, AT THE INTERSECTION OF STATE HIGHWAYS 20 AND 75, AND COUNTY HIGHWAY S, IN THE TOWN OF DOVER, TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR HIGHWAY PURPOSES, AND ALSO TO ACCEPT THE CONVEYANCE OF ADJACENT LAND TO RESTORE ACCESS AND PARKING FOR BEAUMONT PARK**

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 grant access rights, and a temporary limited easement, within Beaumont Park, to the Wisconsin Department of Transportation (DOT) for highway purposes; and the county is further authorized to accept the conveyance from the DOT, of the adjacent land at the northwest corner of Beaumont Park, all as set forth in the agreement and legal description attached hereto, upon the terms and conditions proposed by the DOT; except that the granting of the access rights and the easement shall be withheld until counsel confirms that the DOT has obtained the adjacent parcel.

**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 and Development Services deem necessary and appropriate.

**BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the County Clerk, along with either the County Executive or the County Board Chairman; and the Corporation Counsel where appropriate, 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 \_\_\_\_\_

\_\_\_\_\_  
Robert D. Grove, Vice-Chair

VOTE REQUIRED: Majority

\_\_\_\_\_  
Mike Dawson, Secretary

3  
4 Prepared by:  
5 Corporation Counsel

\_\_\_\_\_

Monte G. Osterman

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

Jeff Halbach

9  
10 \_\_\_\_\_

Daniel F. Sharkozy

11  
12 \_\_\_\_\_

Kiana K. Johnson

13  
14  
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 James A. Ladwig, County Executive

25  
26 **INFORMATION ONLY**

27  
28 **WHEREAS**, the Wisconsin Department of Transportation (DOT) plans to construct  
29 a roundabout at the intersection of State Highways 20 and 75, and County Highway S, in  
30 the Town of Dover, Racine County; and,

31  
32 **WHEREAS**, this project requires the acquisition by the DOT of a temporary limited  
33 easement, within Beaumont Park, owned by Racine County, at the northeast corner of the  
34 intersection, and also requires the acquisition by the DOT of access rights along the  
35 western boundary of the property, all as more fully described in the legal description  
36 attached hereto, and upon the terms and conditions set forth in the proposed agreement  
37 for purchase and sale of real estate also attached hereto; and,

38  
39 **WHEREAS**, the DOT intends to acquire the adjacent land at the northwest corner of  
40 Beaumont Park, construct a 10-stall parking lot on this land, and then turn this land over to  
41 the county, thereby restoring adequate access and parking for Beaumont Park; the  
42 transaction will increase the size of the Beaumont Park property by 0.154 acres, from  
43 0.594 acres to 0.749 acres; and,

44  
45 **WHEREAS**, the (DOT) has done an appraisal of the property to determine the  
46 difference in the value of the county's property, before and after the taking of the access  
47 rights and the receipt of the adjacent land, and based upon the appraisal, the value of the  
48 property will increase; however, also based upon the appraisal, the DOT proposes to pay  
49 the County \$500.00 for damages to be incurred by the county due to the temporary limited  
50 easement.

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

Wisconsin Department of Transportation

DT1895 8/2011 (Replaces RE3012)

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 transportation purposes within the meaning of s.84.09, Wis. Stats.

SELLER warrants and represents to WISDOT that SELLER has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the WISDOT is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property; 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 the 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 Five Hundred and 0/100 Dollars, (\$ 500.00) payable as follows: ~~Check at Closing~~

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, 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 .

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

Occupancy of property shall be given to WISDOT on closing, SELLER may not occupy property after closing, unless a separate lease agreement is entered into between WISDOT and SELLER.

**SPECIAL CONDITIONS:**

1. All items in appraisal as prepared by Precision Appraisal Services dated January 26, 2012 are included in purchase price and made as part of this offer by reference.
2. Taxes will not be prorated.
3. All items in temporary limited easement area at ground level will be restored with like material, grass/grass, gravel/gravel, blacktop/blacktop, etc.
4. Legal description to be provided with conveyance. Legal description will refer to parcel number consistent with parcel number on this offer and recording data on Transportation Plat
5. If any terms under special conditions are inconsistent with the terms of pre-printed offer terms, terms as listed in special conditions shall prevail. End.

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.

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, personal representatives, heirs, executors, trustees and administrators.



Q J 9 1 5 4 9

Project  
2340-09-20

Parcel  
8

The warranties and representations made herein survive the closing of this transaction. 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.

XX

\_\_\_\_\_  
(Witness Signature)  
XX

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Seller) Racine County (Date)

\_\_\_\_\_  
(Seller) (Date)

\_\_\_\_\_  
(Seller) (Date)

\_\_\_\_\_  
(Seller) (Date)

The above agreement is accepted.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Must be signed by administrator or an authorized representative.

## LEGAL DESCRIPTION

Parcel 8 of Transportation Project Plat 2340-09-20 – 4.02, recorded as Plat Volume No. 1 of Transportation Project Plats, Page 238, as Document 2316921 recorded in Racine County, Wisconsin.

Property interests and rights of said Parcel 8 consist of:

All existing future, or potential common law or statutory easements or **right of vehicular access** between the east right-of-way of the highway, currently designated as CTH "S" (Beaumont Ave.), and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: The North 104.55 feet of the South 166.30 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 2, Township 3 North, Range 20 East, Racine County, Wisconsin.

### Temporary Limited Easement

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