

RESOLUTION NO. 2024-01

**VILLAGE OF YORKVILLE
SEWER AND WATER COMMISSION
RACINE COUNTY, STATE OF WISCONSIN**

**A RESOLUTION APPROVING THE PURCHASE OF LAND FOR IMPROVED WATER
TOWER ACCESS AND AUTHORIZING THE EXECUTION OF ALL STEPS
NECESSARY TO EFFECTUATE SAID TRANSACTION**

**THE SEWER AND WATER COMMISSION OF THE VILLAGE OF YORKVILLE,
RACINE COUNTY, STATE OF WISCONSIN, RESOLVES AS FOLLOWS:**

WHEREAS, on June 26, 2023, the Village of Yorkville, Racine County, State of Wisconsin ("Village"), commenced eminent domain proceedings under Wis. Stat. 32.05 to acquire fee title to a strip of land and an abutting temporary construction easement relating to the acquisition of land, owned by 1520 Grandview (Wisconsin), LLC, ("Owner"), for improved water tower access for Water Utility District No. 1 ("Utility"), as further described in the Agreement for the Sale/Purchase of Fee Title and Temporary Construction Easement Interests ("Agreement"), attached hereto as Exhibit "A", and

WHEREAS, following the preparation and presentation of an eminent domain appraisal, the Village and Owner undertook purchase negotiations and have now reached an agreement for a conveyance of the necessary property interests, which is memorialized by the Agreement that is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Sewer and Water Commission of the Village of Yorkville, Racine County, State of Wisconsin, that:

1. The Village's acquisition of the land and abutting temporary construction easement for construction of a new driveway for the Utility's water tower is hereby approved, and
2. The expenditure of Utility funds for such acquisitions, and for the underlying driveway construction, is also hereby approved.

This Resolution was adopted by the Village of Yorkville Sewer and Water Commission on April 8, 2024.

**VILLAGE OF YORKVILLE
SEWER AND WATER COMMISSION**

Ayes: 4

Nays: 0

Abstentions: 0

Absences: 1

By: 
Douglas Nelson, President

Attest: 
Janine Carls, Clerk

**AGREEMENT FOR THE SALE/PURCHASE OF FEE TITLE AND TEMPORARY
CONSTRUCTION EASEMENT INTERESTS**

This agreement (“Agreement”), effective as of the date last executed by either party below, is made and entered by and between:

- a) **1520 GRANDVIEW (WISCONSIN), LLC**, a Delaware limited liability company, with offices located at 1520 Grandview Parkway, Sturtevant, Wisconsin, 53177; and,
- b) **THE VILLAGE OF YORKVILLE** (“Buyer”), an incorporated municipality with its Village Hall located at 925 15th Avenue, Union Grove, Wisconsin, 53182.

Introduction

On or about June 26, 2023, Buyer commenced eminent domain proceedings under Sec. 32.05, Wis. Stats., to acquire fee title to the northeast 40’ x 600’ of a property owned by Seller, described generally as the portion of 1520 Grandview Parkway, Sturtevant, Wisconsin, Parcel # 194-03-21-13-029-016 (“Property”), for the purpose of a dedicated access to Buyer’s abutting water tower parcel (the “Fee Interest”), and also to obtain a temporary construction easement to relocate Seller’s existing walking trail from the Fee Interest area onto the abutting portion of Property (the “Temporary Construction Easement”) (Fee Interest and Temporary Construction Easement, collectively, “Interests”). After Buyer completed the initial required procedural steps, Seller and Buyer entered into negotiations regarding this transaction. As a result of those negotiations, Seller and Buyer have agreed to the sale/purchase of the Interests, and the parties are entering into this Agreement for the purpose of conveying the Interests.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the adequacy and receipt of which the parties acknowledge, the parties hereby agree as follows:

- 1. **“Introduction” is Correct.** The foregoing “Introduction” is true and correct and is incorporated herein by reference.
- 2. **Interests Being Sold/Purchased.** The Interests being conveyed in this transaction have the legal descriptions set forth in the draft warranty deed (“Deed”) attached hereto as Exhibit A, and in the draft temporary construction easement agreement (“TLE”) attached here as Exhibit B.
- 3. **Purchase Price.** The total purchase price payable by Buyer to Seller for the Interests shall be the total sum of Eighty-Nine Thousand, Two Hundred Dollars (**\$89,200**).

4. Partial Releases. At or prior to closing, and at its own cost and expense, Seller will deliver to Buyer, in a recordable format, partial releases of any mortgages, judgments and/or real estate security interests affecting the Interests, if any, which shall be recorded at the time of closing. The Interests shall also be conveyed by Seller to Buyer free and clear of any crop lease(s) or any other lease that may presently affect the Interests, such that Buyer will not be obligated to pay for any crop damage and/or agricultural loss of use pertaining to the Interests. Seller hereby warrants and represents to Buyer that no such crop lease(s) or any other lease and/or obligation to pay for damaged crops on the Interests will exist after the closing of this transaction.

5. Transfer Tax Return Form. Buyer, or Buyer's chosen the title company, will prepare the Transfer Tax Return Form that must be filed electronically as a condition precedent for the recording of the Interests. Buyer and Seller will work together to assemble the needed information for this filing. Buyer shall be responsible for the payment of any transfer tax due the State of Wisconsin in this transaction. The cost of title insurance and all customary closing costs shall be paid by Buyer. Buyer will pay any fees that become due for converting the Fee Interest from agricultural use, if applicable.

6. Real Estate Taxes. Real estate property taxes shall be based on the Property's prior year's property taxes and shall be prorated based on the date of closing and the proportion that the Fee Interest represents to the area of the original Property.

7. Closing Date. This transaction shall be closed, in escrow, as soon as possible and at a mutually agreeable time and date, but not later than March 29, 2024, unless such deadline is extended in writing by the parties. If the transaction does not close on or before March 29, 2024, or any extended deadline, Buyer reserves the right to resume its eminent domain proceedings for the acquisition of the Interests.

8. Closing Logistics. At or prior to closing:

- a) Buyer shall deliver to the title company a check in the amount of the sale/purchase price, plus the prorated property tax amount, plus title insurance and customary closing costs; and,
- b) Seller shall deliver to Buyer the fully executed Deed (Exhibit A) and TLE (Exhibit B) and any/all of the required partial releases noted above; and,
- c) Whether at and/or after closing, and without any further consideration being required, the parties shall execute and deliver such further customary documents as may be necessary to make effective all of the aspects of this transaction; and,
- d) Buyer shall, at its cost and expense, comply with the requirements for the certified mailing of copies of the Deed and TLE, as required under the provisions of Sec. 32.05(2a), Wis. Stats.; and,

- e) At closing, possession of the Property shall be immediately delivered to Buyer.

9. Notice. All notices required or permitted by this Agreement shall be in writing and shall be (a) personally delivered or (b) sent by express or first-class mail, or via email where indicated, and each such notice shall be addressed as follows, unless and until such party notifies the other party in accordance with this paragraph of a change of address:

If to Seller: 1520 Grandview (Wisconsin), LLC
C/O - MPE Racine Metal Fab
1520 Grandview Parkway
Sturtevant, WI 53177

With copy to: Attorney Stephen Burke
Foran, O'Toole & Burke LLC
321 North Clark Street, Suite 2450
Chicago, IL 60610
sburke@foblaw.com

If to Buyer: Village of Yorkville
Michael McKinney, Administrator
925 15th Avenue
Union Grove, Wisconsin, 53182

With copy to: Attorney Christopher Geary
Pruitt, Ekes & Geary, S.C.
245 Main Street, Suite 404
Racine, WI 53403
cgeary@peglawfirm.com

[THIS SPACE INTENTIONALLY BLANK--SIGNATURE PAGES FOLLOW]

