

RESOLUTION NO. 2024-34

**VILLAGE OF YORKVILLE
COUNTY OF RACINE, STATE OF WISCONSIN**

**A RESOLUTION APPROVING THE PURCHASE OF LAND FOR LIFT STATION
IMPROVEMENTS AND AUTHORIZING THE EXECUTION OF ALL STEPS
NECESSARY TO EFFECTUATE THE TRANSACTION**

**THE VILLAGE BOARD OF THE VILLAGE OF YORKVILLE, COUNTY OF
RACINE, STATE OF WISCONSIN, RESOLVES AS FOLLOWS:**

WHEREAS, on or about September 9, 2024, the Village Board commenced eminent domain proceedings under Wis. Stat. 32.05 to acquire fee title to a strip of land and an abutting temporary construction easement from Maria D. Barnes and Michael J. Wanner (“Owners”), for pending lift station improvements for Sewer Utility District No. 1 (“Utility”), as further described in the attached Agreement; and,

WHEREAS, following the preparation and presentation of an eminent domain appraisal, the Village and Owners undertook purchase negotiations and have now reached an agreement for acquisition of the necessary property interests, which is memorialized by an Agreement for the Sale/Purchase of Fee Title and Temporary Construction Easement Interests (“Agreement”), which is substantially in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Yorkville that:

1. The Agreement is hereby approved; and,
2. The Village President, the Village Clerk, and all other Village officials are hereby authorized to execute the Agreement, the deed, and all such other customary closing documents as are necessary to effectuate the Property closing, in accordance with terms of the Agreement, and also that the expenditure of such funds as are necessary to pay acquisition and for title insurance and closing costs is hereby authorized.

This Resolution was adopted by the Village Board of the Village of Yorkville, County of Racine, State of Wisconsin, this 25th day of November, 2024.

VILLAGE OF YORKVILLE

Ayes: 4

By: /s/ Douglas Nelson
Douglas Nelson, President

Nays: 0

Attest: /s/ Janine Carls
Janine Carls, Clerk

Abstentions: 0

Absences: 1

**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) **MARIA D. BARNES and MICHAEL J. WANNER** (“Sellers”), 515 Deer Path, 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 September 9, 2024, Buyer commenced eminent domain proceedings under Sec. 32.05, Wis. Stats., to acquire fee title to a portion of a property owned by Sellers, described generally as a portion of 515 Deer Path, Sturtevant, Wisconsin, 53177, Parcel # 194-03-21-12-092-070 (“Property”), for the purpose of replacing an existing, abutting sanitary sewer lift station (the “Fee Interest”), and also to obtain a temporary construction easement for use during the lift station reconstruction work (the “Temporary Construction Easement”) (Fee Interest and Temporary Construction Easement, collectively, “Interests”). The Interests are depicted and described in the exhibits hereto. After Buyer completed the initial required procedural steps, Sellers and Buyer agreed to a 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 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 quitclaim deed (“Deed”), Exhibit A, and in the draft temporary construction easement agreement (“TLE”), Exhibit B.
- 3. Purchase Price. The total purchase price payable by Buyer to Sellers for the Interests shall be the total sum of Eleven Thousand, Four Hundred Dollars (**\$11,400**).
- 4. Partial Releases. At or prior to closing, Seller will arrange for and/or assist with, at no cost to Buyer or Seller, the delivery, in a recordable format, of 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. Sellers also warrant and represent to Buyer that no portion of the Interests is subject to any lease, nor will be leased at the time of the closing of this transaction.

5. Transfer Tax Return Form. Buyer, or Buyer's chosen the title company, will, at Buyer's cost, prepare the Transfer Tax Return Form that must be filed electronically as a condition precedent for the recording of the Interests. Buyer and Sellers will work together to assemble the needed information for this filing. Buyer shall be responsible for the payment of any transfer tax due to the State of Wisconsin on this transaction. The cost of title insurance and all customary closing costs shall be paid by Buyer.

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

7. Closing Date. This transaction shall be closed as soon as possible and at a mutually agreeable time and date, but not later than December 31, 2024, unless such deadline is extended in writing by the parties. If the transaction does not close on or before December 31, 2024, or any extended deadline, due to delays caused by Seller, 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) Sellers 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) Possession of the Property shall immediately transfer to Buyer at closing.

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 Sellers: Maria D. Barnes and Michael J. Wanner
515 Deer Path
Sturtevant, Wisconsin, 53177
mdbarnes2@gmail.com and mjwanner15@gmail.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]

SELLER:

MARIA D. BARNES AND MICHAEL J. WANNER

Maria D. Barnes (date)

Michael J. Wanner (date)

STATE OF _____)
) SS:
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024, Maria D. Barnes and Michael J. Wanner, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____
My Commission: _____

BUYER:

VILLAGE OF YORKVILLE

Douglas Nelson (date)
Village President

Janine Carls (date)
Village Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2024, Douglas Nelson and Janine Carls, Village President and Village Clerk of the Village of Yorkville, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village.

Notary Public, Racine County, WI
My Commission: _____

This instrument was drafted by:
Christopher Geary
Pruitt, Ekes and Geary, S.C.
245 Main Street, Suite 404
Racine, WI 53403
(262) 456-1216
Fax: (262) 456-2086

EXHIBIT A
QUIT CLAIM DEED

Maria D. Barnes and Michael J. Barnes

Grantor(s)

quit claims to the Village of Yorkville, Racine County, Wisconsin

Grantee(s)

The following described real estate in Racine County,

State of Wisconsin:

Full Legal Description:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

Name and Return Address below

Christopher A. Geary

Pruitt, Ekes & Geary, S.C.
245 Main Street, Suite 404

Racine, WI 53403

194-03-21-12-092-070

Parcel Identification Number (PIN)

Property Address (for informational purposes only):

Together with all appurtenant rights, title, and interest.

Sample Document
Do Not Execute

This is is not homestead property.

Date signed: _____

Date signed: _____

(SEAL)

(SEAL)

* _____
Print or Type name

*Maria D. Barnes
Print or Type name

(SEAL)

(SEAL)

* _____
Print or Type name

*Michael J. Barnes
Print or Type name

AUTHENTICATION

ACKNOWLEDGEMENT

Signature(s) _____

STATE OF WISCONSIN, County of Racine

authenticated this _____ day of _____, _____

Signed, sworn, and personally came before me on _____

by the above-named person persons to be known to be the person

persons who executed the forgoing instrument and acknowledge the same.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN

Signature of Notary or other person authorized to administer an oath as per
Sec. 706.06, 706.07

STATE BAR NUMBER: _____

Print or type name: _____

Date Commission expires: _____ is permanent.

This instrument was drafted by:
Christopher A. Geary
Pruitt, Ekes & Geary, S.C.

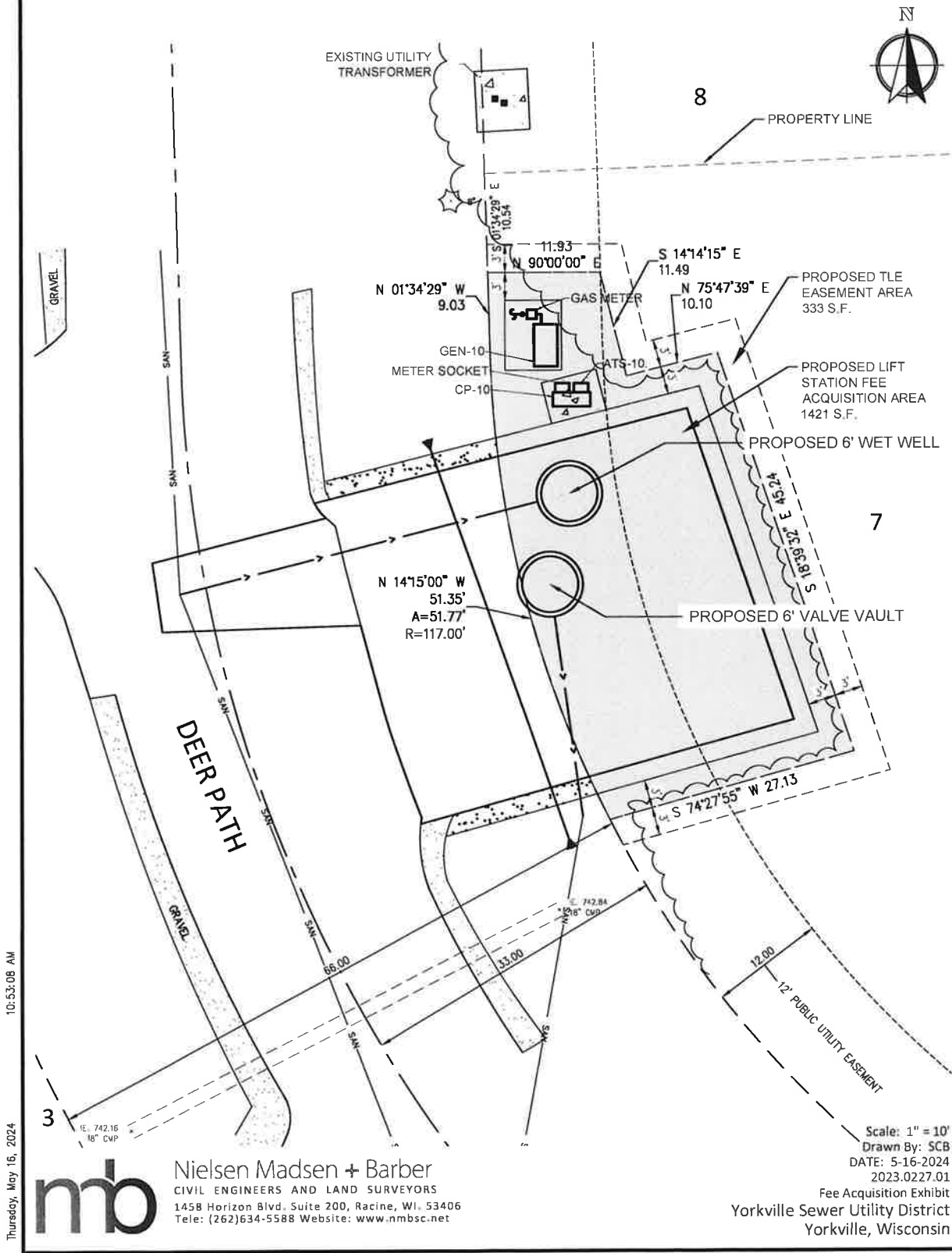
Signatures may be authenticated or acknowledged. Both are not necessary. Racine
County requires notary seal when acknowledging signatures. Rev. 09/05/ljh ©

EXHIBIT A

FEE TITLE in and to the following tract of land:

Part of Lot 7 of Deer Haven Subdivision, recorded in the office of the Register of Deeds for Racine County, Wisconsin on March 16, 1993, as Document No. 1410171, being in the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 3 North, Range 21 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Northwest corner of said Lot 7; run thence S01°34'29"E, 10.54 feet along the West line of said Lot 7 and the East right-of-way line of Deer Path to the point of beginning of this description; thence N90°00'00"E, 11.93 feet; thence S14°14'15"E, 11.49 feet; thence N75°47'39"E, 10.10 feet; thence S18°39'32"E, 45.24 feet; thence S74°27'55"W, 27.13 feet; feet to the West line of said Lot 7 and East right-of-way line of said Deer Path and point on a curve to the right having a radius of 117.00 feet and a chord of N14°15'00"W, 51.35 feet; thence northerly along the arc of said curve, said West line of Lot 7 and East line of said Deer Path right-of-way 51.77 feet; thence N01°34'29"W, 9.03 feet along the West line of said Lot 7 and the East right-of-way of said Deer Path to the point of beginning. Said land being in the Village of Yorkville, County of Racine and State of Wisconsin. Containing 1,421 square feet or 0.033 acres.

Also a Temporary Limited Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the Utility may deem necessary or desirable, in and to the following tract of land described as: a three foot wide strip of land lying north, east, south and adjacent to the above described Fee taking. The above easement is to terminate upon completion of the project.



10:53:08 AM

Thursday, May 16, 2024



Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd, Suite 200, Racine, WI, 53406
 Tele: (262)634-5588 Website: www.nmbcsc.net

Scale: 1" = 10'
 Drawn By: SCB
 DATE: 5-16-2024
 2023.0227.01
 Fee Acquisition Exhibit
 Yorkville Sewer Utility District
 Yorkville, Wisconsin

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, entered into as of the date last executed by either party below, by and between MARIA D. BARNES and MICHAEL J. WANNER (“Owners”) and the VILLAGE OF YORKVILLE, Racine County, Wisconsin, (the “Village”).

WITNESSETH:

For good and valuable consideration, the receipt of which is hereby acknowledged, Owners grant to the Village a temporary construction easement (“TLE”), including the right for the Village and the Village’s chosen contracting professionals to enter upon the real estate described herein (“Temporary Easement Area”) for the purpose of transporting the necessary personnel, materials, and equipment to complete the reconstruction of the lift station on the abutting Fee Title area shown on Exhibit A, and including the right to remove any vegetation in the Temporary Easement Area interfering with such work. The Village shall maintain the Temporary Easement Area in a safe condition during construction, shall restore the surface, if disturbed, to its prior condition post-construction, and shall indemnify and hold harmless Owners from the Village’s use of the TLE. This grant to encroach on said Temporary Easement Area under this TLE shall expire upon completion of the above-described reconstruction project, but in any event shall expire no later than June 1, 2026. Thereafter this TLE shall become null and void.

The Temporary Easement Area affected by this TLE is located in the Village of Yorkville, Racine County, Wisconsin, and is described and depicted as the TLE Easement Area on Exhibit A, being generally described as being a part of Racine County Parcel No. 194-03-21-12-092-070.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals this _____ day of _____, 2024.

MARIA D. BARNES AND MICHAEL J. WANNER

Maria D. Barnes (date)

Michael J. Wanner (date)

STATE OF _____)
) SS:
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, Maria D. Barnes and Michael J. Wanner, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

VILLAGE OF YORKVILLE

By: _____
Douglas Nelson (date)
Village President

Attest: _____
Janine Carls (date)
Village Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2024, the above-named Douglas Nelson and Janine Carls, to me known to be the Village President and Village Clerk, respectively, who executed the foregoing instrument and acknowledged the same on behalf of the Village of Yorkville.

Print Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

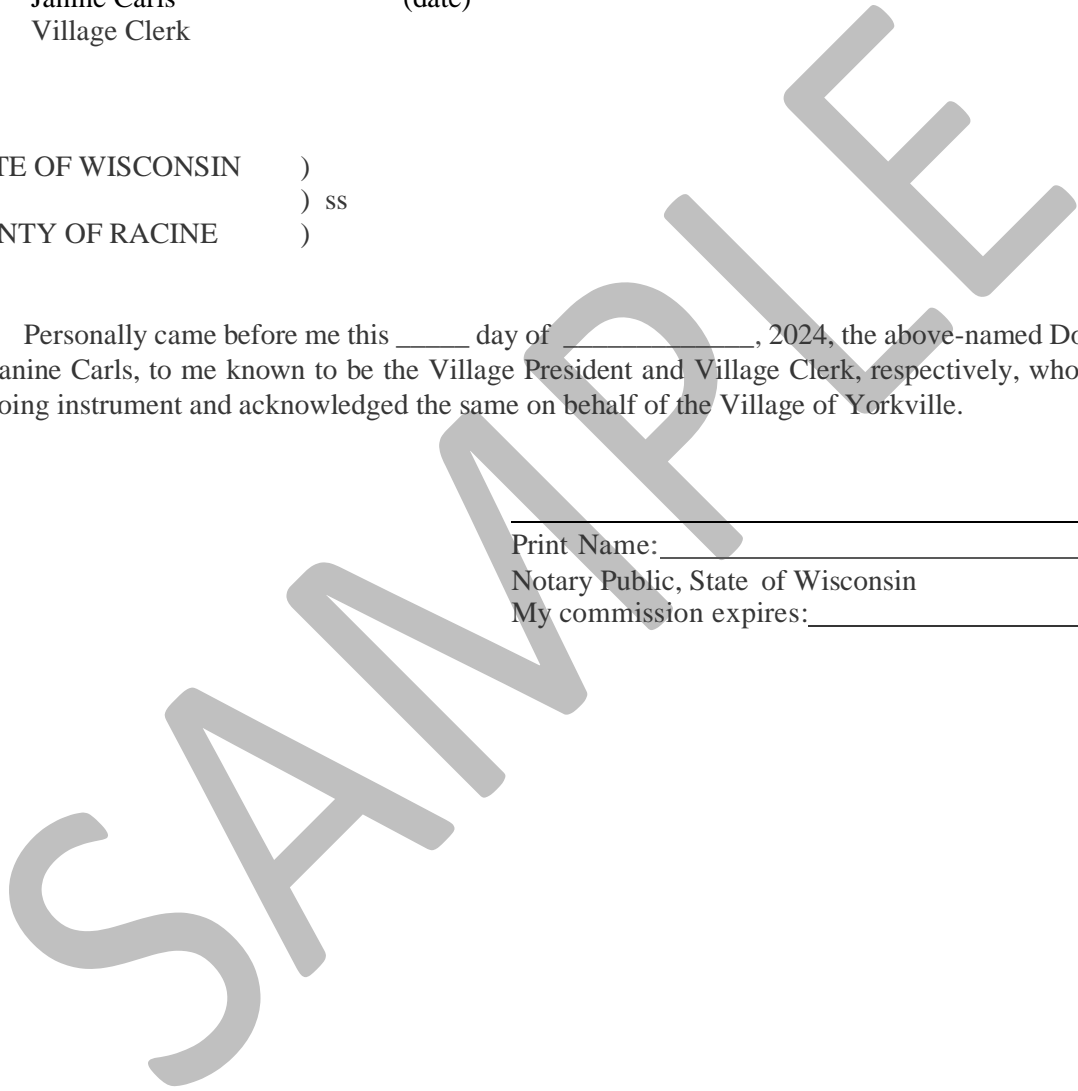
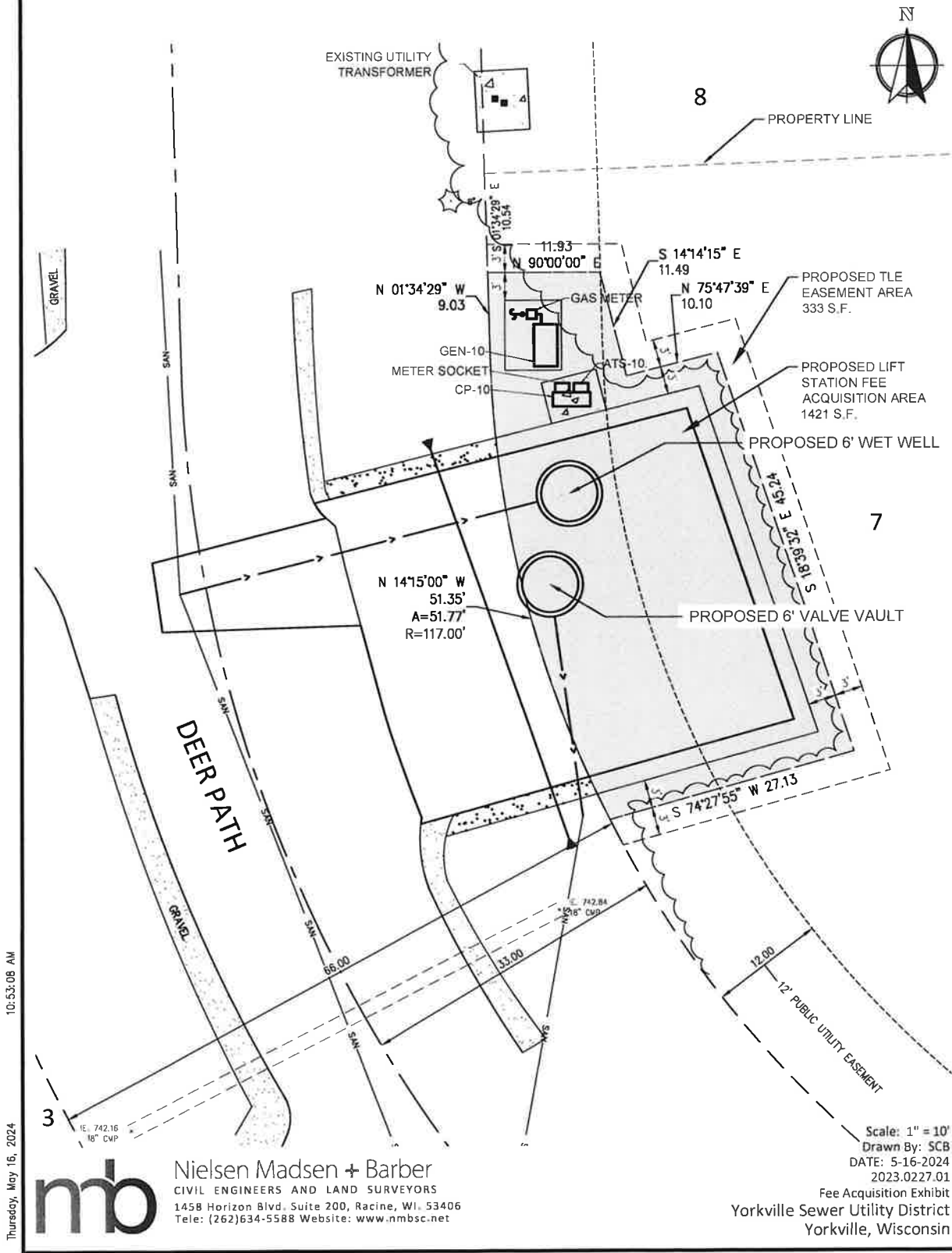


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