

**RESOLUTION NO. 2022-69  
(11/15/22)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF STURTEVANT APPROVING THE PURCHASE OF ADDITIONAL RIGHT-OF-WAY FOR THE WIDENING OF ENTERPRISE WAY AND AUTHORIZING THE EXECUTION OF ALL STEPS NECESSARY TO EFFECTUATE THE TRANSACTION**

The Village Board of the Village of Sturtevant, Racine County, Wisconsin, do resolve as follows:

**WHEREAS**, in April 2022, the Village commenced eminent domain proceedings under Wis. Stat. 32.05 to acquire fee title and abutting temporary construction easements relating to certain property, as defined in the Agreement, owned by Borzynski Brothers Properties ("Owners"), all for purposes of widening Enterprise Way and;

**WHEREAS**, following the preparation and presentation of eminent domain appraisals, the Village and Owners undertook purchase negotiations and have now reached an agreement for a conveyance of the necessary property interests, which is memorialized by the Agreement for the Sale/Purchase of Real Property ("Agreement") that is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Sturtevant 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 for title insurance and closing costs is hereby authorized.

Adopted by the Village Board for the Village of Sturtevant, Racine County, Wisconsin, this 15<sup>th</sup> day of November 2022.

**VILLAGE OF STURTEVANT**



Michael Rosenbaum  
Village President



Cheryl Zamecnik  
Village Clerk

**AGREEMENT FOR THE SALE/PURCHASE OF REAL PROPERTY**

This agreement ("Agreement"), effective as of the date last executed by a signer below, is made and entered by and between:

- a) BORZYNSKI BROTHERS PROPERTIES ("Seller"), being a Wisconsin partnership consisting of David T. Borzynski and Joseph E. Borzynski, with offices located at 8609 Industrial Drive, Franksville, Wisconsin 53126; and,
- b) THE VILLAGE OF STURTEVANT ("Buyer"), an incorporated municipality with its Village Hall located at 2801 89<sup>th</sup> Street, Sturtevant, WI 53177.

**Introduction**

In April, 2022, Buyer commenced eminent domain proceedings under the provisions of Section 32.05 of the Wisconsin Statutes for the acquisition of fee title, and for certain abutting temporary construction easements, over real property owned by Seller. Such property is being acquired by Buyer for the purpose of widening Enterprise Way, which construction is being paid for as a Tax Incremental Financing district project and therefore will not be specially assessed to Seller. After Buyer took the initial procedural steps required under Section 32.05, Seller and Buyer entered into negotiations regarding this transaction, all as provided for in Section 32.05. As a result of those negotiations, Seller and Buyer have agreed to the sale/purchase of the real property and the temporary easements (collectively, the "Property"), all as described in this Agreement.

The parties are entering into this Agreement for the purpose of transacting a voluntary conveyance of the Property, as allowed and provided for under the eminent domain provisions of Section 32.05 of the Wisconsin Statutes.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. "Introduction" is Correct. The foregoing "Introduction" is true and correct, and is hereby incorporated into this Agreement by reference.

2. Property Being Sold/Purchased. The Property being sold/purchased in this transaction has the legal description and is depicted in the Warranty Deed (the "Deed") that is attached to this Agreement as Exhibit A, such Exhibit A being hereby incorporated herein by reference. As shown in Exhibit A, the interests being sold/purchased consist of (i) a conveyance of fee simple title to approximately 0.913 and .603 acres of land, and (ii) a conveyance of a temporary limited easement over the strip of land immediately north of the land being acquired in fee, such temporary limited easements being approximately .608 and .495 acres ("Temporary Easement"). The Temporary Easement shall afford Buyer and/or Buyer's contractor, to enter onto the Temporary Easement area with such persons and equipment as is reasonably necessary for the construction of the right-of-way improvements on the abutting property, which is being acquired in fee, and the Temporary Easement shall terminate upon the earlier of the date upon which construction of Enterprise Way is complete or December 31, 2023. Buyer shall reasonably restore or cause to have restored the Temporary Easement area disturbed by Buyer's or Buyer's agents' use of the Temporary Easement Area. Said restoration shall be to the condition that existed prior to the Buyer's entry on the Temporary Easement. The Property is located on the southern boundary of parcel nos. 181-03-22-20-026-000 and 181-03-22-20-026-010, each of which is currently approximately 20 acres.

3. Access Points. As part of Buyer's construction project, Buyer agrees to construct, without cost to Seller, one new access point on both parcel nos. 181-03-22-20-026-000 and 181-03-22-20-026-010 from the widened Enterprise Way. Buyer and Seller shall cooperate to determine the exact size and location of the new access point on each parcel. The presently anticipated access point size and locations are depicted on Exhibit B.

4. Purchase Price. The purchase price payable by Buyer to Seller for the Property to be conveyed by this Agreement shall be the sum of Two Hundred Sixteen Thousand Dollars (\$216,000.00).

5. 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 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: Borzynski Brothers Properties  
PO Box 133  
Franksville, WI 53126  
Facsimile: (262) 886-9604

With copy to: Joseph Borzynski  
8609 Industrial Drive  
Franksville, WI 53126

If to Buyer: Village of Sturtevant  
Amanda Gain, Administrator  
2801 89<sup>th</sup> Street  
Sturtevant, WI 53177

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

6. Partial Releases. At closing, and at its own cost and expense, Seller will deliver to Buyer, in a recordable format, partial releases of any encumbrances affecting the Property. These

required partial releases would include, among any others, any mortgages and/or real estate security interests held by other parties. Buyer, at its cost and expense, will record these partial releases upon closing, along with the Deed. The Property 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 Property, such that Buyer will not be obligated to pay for any crop damage and/or agricultural loss of use pertaining to the Property. 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 Property will exist after the closing of this transaction.

7. Transfer Tax Return Form. Buyer will prepare the Transfer Tax Return Form that must be filed electronically as a condition precedent for the recording of the Deed. The legal counsel for 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, but this transaction should be exempt from the payment of any such transfer tax, being in lieu of condemnation under Section 77.25(12) of the Wisconsin Statutes.

8. Real Estate Taxes. Seller shall pay any real estate taxes pertaining to the Property through closing. Buyer shall pay any real estate taxes pertaining to the Property that accrue from the date of the Closing forward. Real estate property taxes shall be prorated based on the date of closing, with Buyer paying to Seller such prorated property tax amount at the time of closing, based on the net general real estate taxes from the most recently available tax bill, and based on the percentage of the acreage being conveyed relative to the size of the total parcel. Buyer will pay any fees that become due for converting the Property from agricultural use.

9. Closing Date. This transaction shall be closed at a mutually agreeable time, date, and location, but not later than January 10, 2023, unless such deadline is extended in writing by

the parties. In the event that this transaction does not close on or before January 10, 2023, or any extended deadline, the Village shall have the right, if it so desires, to resume its eminent domain proceedings for the acquisition of the Property.

10. Closing Logistics. At closing:

- a) Buyer shall deliver to Seller a check in the amount of the sale/purchase price plus the prorated property tax amount.
- b) Seller shall deliver to Buyer the fully executed Warranty Deed (Exhibit A) and any/all of the required Partial Releases noted above.
- c) Whether at and/or after closing, and without any further consideration being required, the parties shall execute and deliver such further documents as may be necessary to make effective all of the aspects of this transaction.
- d) Buyer shall, at its cost and expense, comply with the requirements for the certified mailing of copies of the Deed, as required under the provisions of Section 32.05(2a) of the Wisconsin Statutes.
- e) At closing, possession of the Property shall be immediately delivered to Buyer.

SELLER:

**BORZYNSKI BROTHERS PROPERTIES.**

A Partnership

David T. Borzynski 11-11-2022  
David T. Borzynski (date)  
Partner

Joseph E. Borzynski 11/11/2022  
Joseph E. Borzynski (date)  
Partner

STATE OF WISCONSIN )  
                                  ) SS:  
COUNTY OF RACINE )

Personally came before me this 11<sup>th</sup> day of November, 2022, David T. Borzynski and Joseph E. Borzynski, Partners of Borzynski Brothers Properties, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Borzynski Brothers Properties, a Partnership.

Andrzej Borzynski, Notary  
Notary Public, Racine County, WI  
My Commission: is permanent

**BUYER:**

**VILLAGE OF STURTEVANT**

*[Handwritten Signature]*

Michael Rosenbaum (date)  
Village President

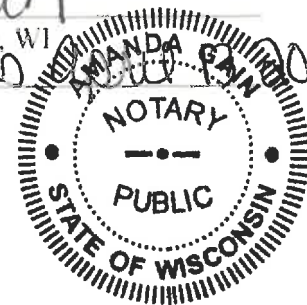
*[Handwritten Signature]* 11/16/2022  
Cheryl Zamecnik (date)  
Village Clerk

STATE OF WISCONSIN )  
 ) SS:  
COUNTY OF RACINE )

Personally came before me this 16<sup>th</sup> day of November, 2022. Michael Rosenbaum and Cheryl Zamecnik, Village President and Village Clerk of the Village of Sturtevant, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village.

*[Handwritten Signature]*

Notary Public, Racine County, WI  
My Commission: expired



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





## LEGAL DESCRIPTION

### Parcel I:

Part of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 3 North, Range 22 East in the Village of Sturtevant, Racine County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Southeast 1/4 Section; thence South 01°36'07" East along the West line of said Southeast 1/4, a distance of 667.55 feet to the point of beginning; thence North 01°36'07" West along said West line 30.01 feet to a point; thence North 89°40'23" East 1325.13 feet to a point; thence South 01°43'48" East 30.01 feet to a point on the North line of Lot 3 of Certified Survey Map No. 3149; thence South 89°40'23" West along said North line 1325.20 feet to the point of beginning.

Containing 39,760 square feet or 0.913 acres.

Also, a Temporary Limited Easement being part of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 3 North, Range 22 East in the Village of Sturtevant, Racine County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Southeast 1/4 Section; thence South 01°36'07" East along the West line of said Southeast 1/4, a distance of 617.54 feet to the point of beginning; thence North 89°40'23" East 1325.09 feet to a point; thence South 01°43'48" East 20.01 feet to a point; thence South 89°40'23" West 1325.13 feet to a point on the West line of said Southeast 1/4; thence North 01°36'07" West along said West line 20.01 feet to the point of beginning.

Containing 26,502 square feet or 0.608 acres.

Parcel I.D. No: 181-03-22-20-026-000

### Parcel II:

Part of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 3 North, Range 22 East in the Village of Sturtevant, Racine County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Southeast 1/4 Section; thence North 89°45'35" East along the North line of said Southeast 1/4 Section 1323.76 feet to a point; thence South 01°43'48" East 665.59 feet to the point of beginning; thence North 01°43'48" West 30.01 feet to a point; thence North 89°40'23" East 615.85 feet to a point; thence North 00°19'37" West 20.00 feet to a point; thence North 89°40'23" East 25.00 feet to a point; thence Southeasterly 202.89 feet along the arc of a curve, whose center lies to the Southwest, whose radius is thence 403.00 feet, and whose chord bears South 75°54'15" East 200.75 feet to a point on the North line of Certified Survey Map No. 3149; thence South 89°40'22" West along said North line 834.54 feet to the point of beginning.

Containing 26,283 square feet or 0.603 acres.

Also, a Temporary Limited Easement being part of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 3 North, Range 22 East in the Village of Sturtevant, Racine County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Southeast 1/4 Section; thence North 89°45'35" East along the North line of said Southeast 1/4 Section 1323.76 feet to a point; thence South 01°43'48" East 615.57 feet to the point of beginning; thence North 89°40'23" East 591.34 feet to a point; thence North 00°19'37" West 5.00 feet to a point; thence North 89°40'23" East 269.43 feet to a point; thence South 00°19'37" East 55.00 feet to a point on North line of Certified Survey Map No. 3149; thence South 89°40'23" West along said North line 25.00 feet to a point; thence Northwesterly 202.89 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 403.00 feet, and whose chord bears North 75°54'15" West 200.75 feet to a point; thence South 89°40'23" West 25.00 feet to a point; thence South 00°19'37" East 20.00 feet to a point; thence South 89°40'23" West 615.85 feet to a point; thence North 01°43'48" West 20.01 feet to the point of beginning.

Containing 18.074 square feet or 0.495 acres.  
Parcel I.D. No: 181-03-20-26-026-010



SECTION



<p><b>raSmith</b>          10000 W. Lincoln Ave., Suite 100, Lincoln, WI 53405          Phone: 414.763.1234          Fax: 414.763.1235          Email: info@rasmith.com</p>	
<p><b>VILLAGE OF STURTEVAN          MADISON COUNTY, WI</b></p>	
<p><b>FATRIDGE WAY EXPANSION          ALIGNMENT PLAN</b></p>	
<p>DATE: 08/14/2014          DRAWN BY: J. HARRIS          CHECKED BY: J. HARRIS          PROJECT NO: 14-001          SHEET NO: 1 OF 1</p>	<p>SCALE: AS SHOWN</p>