

**RESOLUTION NO. 2023-40  
(9/6/2023)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF STURTEVANT APPROVING THE PURCHASE OF PROPERTY INTERESTS ABUTTING THE TERMINUS OF HALLOCK AVENUE 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 a sanitary sewer (lift station) easement relating to certain property, as defined in the Agreement, owned by A.W. Oakes and Son, Inc. ("Owner") at the end of Hallock Ave.; and;

**WHEREAS**, following the preparation and presentation of eminent domain appraisal, the Village and Owner undertook purchase negotiations for the lift station easement, as well as for an uneconomic remnant that will be created by the lift station easement acquisition, and the parties have now reached an agreement for a conveyance of the necessary property interests, which is memorialized by the Agreement for the Sale/Purchase of Sanitary Sewer Easement and Uneconomic Remnant ("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 easement, 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 customary title insurance and closing costs is also hereby authorized.

Adopted by the Village Board for the Village of Sturtevant, Racine County, Wisconsin, this 6<sup>th</sup> day of September, 2023.

**VILLAGE OF STURTEVANT**

  
\_\_\_\_\_  
Michael Rosenbaum  
Village President

  
\_\_\_\_\_  
Cheryl Zamechnik  
Village Clerk

**AGREEMENT FOR THE SALE/PURCHASE OF SANITARY SEWER EASEMENT  
AND UNECONOMIC REMNANT**

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

- a) A.W. OAKES AND SON INCORPORATED (“Seller”), being a Wisconsin corporation with offices located at 2000 Oakes Road, Racine, Wisconsin, 53406; 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 a public sanitary sewer easement over real property owned by Seller for purposes of a lift station facility. During the process of preparing the requisite eminent domain appraisal, it was determined that the portion of the Seller’s property immediately south of the necessary easement area would constitute an uneconomic remnant (“Uneconomic Remnant”) and, therefore, Buyer was required to offer to purchase such area as well. 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 sanitary sewer easement and the Uneconomic Remnant (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 conveyed in this transaction has the legal descriptions set forth in the sanitary sewer easement agreement (“Easement”), which is attached hereto as Exhibit A, and in the warranty deed (“Deed”), which is attached to this Agreement as Exhibit B. The Property is described generally as the southwestern corner of Parcel No. 181-03-22-21-069-000, which parcel is approximately 8.6 acres before this conveyance.

4. Purchase Price. The purchase price payable by Buyer to Seller for the Property to be conveyed by this Agreement shall be the total sum of Thirty-Seven Thousand Dollars (37,000.00), equating to Twenty-Five Thousand, Three Hundred Dollars (\$25,300) for the Easement and Eleven Thousand, Seven Hundred Dollars (\$11,700) for the Uneconomic Remnant Deed.

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: A.W. OAKES AND SON INCORPORATED  
2000 Oakes Road  
Racine, WI 53406  
ATTN: Daniel D. Oakes

With copy to: A.W. OAKES AND SON INCORPORATED  
2000 Oakes Road  
Racine, WI 53406  
Matt Walter, Controller

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 shall include, with respect to the Uneconomic Remnant, an executed partial release of the Mortgage and a partial release of the Assignment of Leases and Rents, both in favor of Citizens Bank, and/or any other real estate security interests held by other parties.** Buyer, at its cost and expense, will record these partial releases upon closing, along with the Easement and 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 conveying the Uneconomic Remnant. 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.

8. Real Estate Taxes. Seller shall pay any real estate taxes pertaining to the Uneconomic Remnant through closing. Buyer shall pay any real estate taxes pertaining to the Uneconomic Remnant that accrue from the date of the Closing forward. Real estate property taxes for the Uneconomic Remnant shall be prorated based on the date of closing and the proportion that the Uneconomic Remnant represents of the original parcel, with Buyer paying to Seller such prorated property tax amount at the time of closing. Buyer will pay any fees that become due for converting the Uneconomic Remnant from agricultural use.

9. Closing Date. This transaction shall be closed at a mutually agreeable time, date, and location, but not later than September 1, 2023, unless such deadline is extended in writing by the parties. In the event that this transaction does not close on or before September 1, 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, payable to Seller. **Seller hereby represents to Buyer that Seller has procured from Mortgagee its consent that the purchase price shall be paid exclusively to Seller, and not to Seller and Mortgagee jointly.**
- b) Seller shall deliver to Buyer the fully executed Easement (Exhibit A) and Deed (Exhibit B) 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 Easement and 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.







Exhibit A

**SANITARY SEWER EASEMENT AGREEMENT AND  
CERTIFICATE OF COMPENSATION**

This **SANITARY SEWER EASEMENT AGREEMENT AND CERTIFICATE OF COMPENSATION** (“**Agreement**”) is entered into by and between **A.W. OAKES AND SON INCORPORATED** (“**Owner**”) and the **VILLAGE OF STURTEVANT**, Racine County, Wisconsin (“**the Village**”);

**RECITALS**

- A. Owner is the fee holder of certain real property located in the Village of Sturtevant, County of Racine, State of Wisconsin, which is legally described in Exhibit A hereto (“**Easement Area**”), and which is generally described as being part of Tax Key No. 181-03-22-21-069-000 (“**Property**”).
- B. The Village and Owner have negotiated for the acquisition by the Village of a permanent sanitary sewer easement (“**Easement**”) over the Easement Area, all as further described herein and as depicted and described in the attached and incorporated Exhibit hereto.

**AGREEMENT**

For the mutual promises contained herein and other good and valuable consideration, the sufficiency of which the parties hereby acknowledged, the parties agree as follows:

1. **Grant of Sanitary Sewer Easement.** Owner grants to the Village a perpetual, non-exclusive sanitary sewer easement over the Sanitary Sewer Easement Area. This grant includes the right to construct, reconstruct, maintain, improve, repair, alter or operate within the Easement Area sewer utility appurtenances, including, without limitation, the existing sanitary sewers and lift station, and any/all later modifications or reconstructions thereto, together with right to enter with all necessary and proper workers, equipment, and materials with respect thereto, for conveying sanitary sewer utility service through, over, across and under the Easement Area, together also with the right to excavate and/or refill ditches and/or trenches as necessary, and to remove such trees, bushes, undergrowth and other obstructions as may interfere with the exercise of this Agreement.
2. **Restoration of Surface.** The Village shall restore the surface disturbed by any construction or maintenance of piping or equipment located within the Easement Area to their condition before the disturbance, but the Village shall not be required to restore or replace any trees or bushes within such Area that would interfere with the Easement granted hereby.
3. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and their respective successors and assigns. The Village shall cause this Agreement to be recorded in the office of the Register of Deeds for Racine County, Wisconsin.

4. **Non-use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.
5. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
6. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Racine County, Wisconsin.

[SIGNATURE PAGE FOLLOWS]

Dated this 7<sup>th</sup> day of September, 2023.

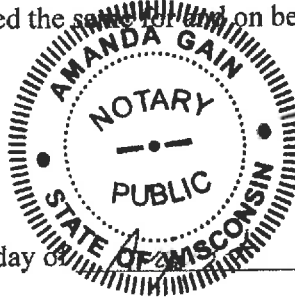
**VILLAGE OF STURTEVANT**

By: [Signature]  
President, Michael Rosenbaum

Attest: [Signature]  
Cheryl Zamecnik, Village Clerk

STATE OF WISCONSIN )  
  )ss.  
County of Racine )

Personally came before me this 7<sup>th</sup> day of September, 2023, the above-named Michael Rosenbaum and Cheryl Zamecnik, the President and Clerk of the Village of Sturtevant, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the Village.



[Signature]  
Notary Public, Racine Co., WI  
My Commission: \_\_\_\_\_

Dated this 4 day of \_\_\_\_\_, 2023.

**A.W. OAKES AND SON INCORPORATED**

By: [Signature]  
Daniel D. Oakes, CEO

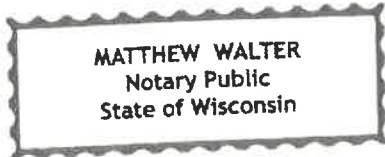
By: [Signature]  
Kathleen M. DeMatteis CFO/VP

STATE OF WISCONSIN )  
  )ss.  
County of Racine )

Personally came before me this 4 day of August, 2023, the above-named Daniel D. Oakes and Kathleen M. DeMatteis, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of A.W. Oakes and Son Incorporated.

[Signature]  
Notary Public, Racine Co., WI  
My Commission: 10/24/2026

Drafted by: Atty. Christopher A. Geary  
Pruitt, Ekes & Geary, SC  
610 Main Street, Suite 100  
Racine, WI 53403





**PUBLIC UTILITY AND ACCESS EASEMENT**

**TAX PARCEL ID NO.**

181-03-22-21-069-000

**EASEMENT AREA**

PUBLIC UTILITY AND ACCESS EASEMENT:  
7,200 SQ. FT. (0.165 ACRES)



PUBLIC UTILITY AND ACCESS EASEMENT  
HEREBY GRANTED



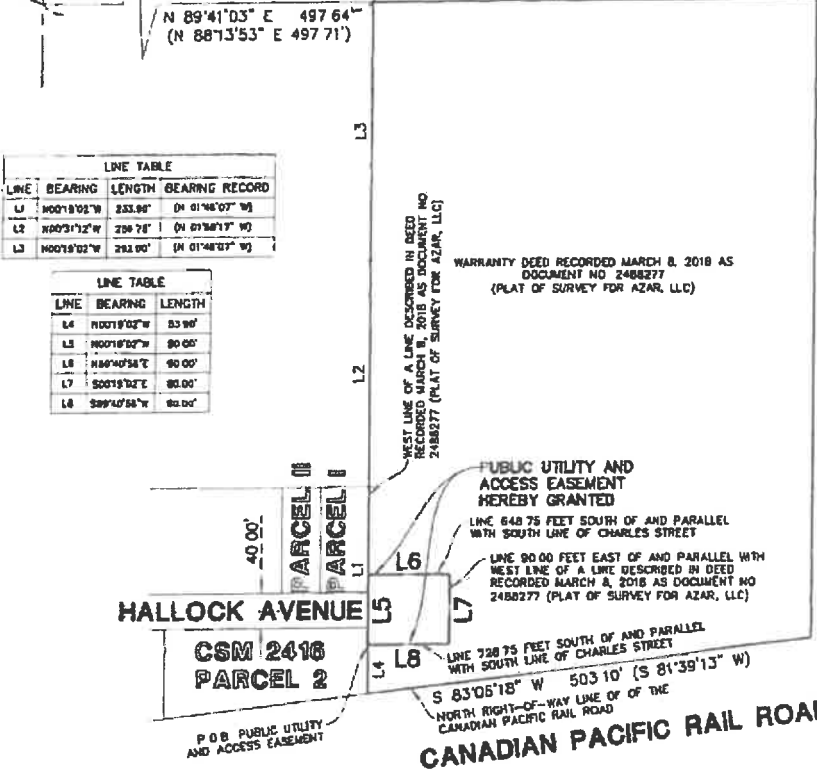
WISCONSIN STREET

P.O.C. WARRANTY DEED RECORDED MARCH 8, 2018 AS DOCUMENT NO. 2488277

P.O.C. PUBLIC UTILITY AND ACCESS EASEMENT NORTHWEST CORNER OF THE SOUTHEAST 1/4 SECTION 21-3-22

S 00°19'02" E 679.89' (S 01°46'07" E 679.80')  
WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 21-3-22

POINT ON SOUTH LINE OF CHARLES STREET, ALSO BEING P.O.B. OF WARRANTY DEED RECORDED MARCH 8, 2018 AS DOCUMENT NO. 2488277



LINE	BEARING	LENGTH	BEARING RECORD
L1	N00°19'02" W	233.89'	(N 01°46'07" W)
L2	N00°31'12" W	238.78'	(N 01°38'17" W)
L3	N00°19'02" W	292.00'	(N 01°48'07" W)

LINE	BEARING	LENGTH
L4	N00°19'02" W	83.90'
L5	N00°19'02" W	90.00'
L6	N89°40'58" E	90.00'
L7	S00°19'02" E	90.00'
L8	S89°40'58" W	90.00'

**Manhard CONSULTING LTD**

One Charles Place, Suite 200, Greenfield, WI 53220 phone 763-8880 fax 763-8881 manhard.com  
 Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers  
 Construction Managers - Environmental Scientists - Landscape Architects - Planners

**PU & ACCESS EASEMENT EXHIBIT**  
**STURTEVANT, WISCONSIN**  
**LIFT STATION GENERATOR UPGRADES**

PROJECT NO.: 109 SHEET  
 DRAWN BY: LSN  
 DATE: 08/10/21  
 SCALE: 1"=100'

**EXHIBIT A**  
 201.018002.00

**PUBLIC UTILITY AND ACCESS EASEMENT, CITY OF STURTEVANT, WISCONSIN**

**LEGAL DESCRIPTION**

THAT PART OF THE SOUTHEAST QUARTER, SECTION 21, TOWNSHIP 3 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF STURTEVANT, RACINE COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 19 MINUTES 02 SECONDS EAST, ALONG WEST LINE OF SAID QUARTER, A DISTANCE OF 679.89 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 03 SECONDS EAST, A DISTANCE OF 497.64 FEET TO A POINT ON SOUTH RIGHT OF WAY LINE OF CHARLES STREET; THENCE NORTH 89 DEGREES 41 MINUTES 03 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 500.28 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 01 SECONDS EAST, A DISTANCE OF 725.02 FEET TO A POINT ON NORTH RIGHT OF WAY LINE OF CANADIAN PACIFIC RAIL ROAD; THENCE SOUTH 83 DEGREES 06 MINUTES 18 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 503.10 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 02 SECONDS WEST, ALONG WEST LINE OF A LINE DESCRIBED IN DEED RECORDED MARCH 8, 2018 AS DOCUMENT NUMBER 2488277, A DISTANCE OF 53.90 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 19 MINUTES 02 SECONDS WEST, ALONG LAST DESCRIBED LINE, A DISTANCE OF 80.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 58 SECONDS EAST, ALONG A LINE 648.75 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF CHARLES STREET, A DISTANCE OF 90.00 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 02 SECONDS EAST, ALONG A LINE 90.00 EAST OF AND PARALLEL WITH SAID WEST DEED LINE, A DISTANCE OF 80.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS WEST, ALONG A LINE 728.75 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF CHARLES STREET, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,200 SQUARE FEET, (0.165 ACRES) MORE OR LESS.

PREPARED BY:  
MANHARD CONSULTING, LTD.  
ONE OVERLOOK POINT, SUITE 290  
LINCOLNSHIRE, ILLINOIS, 60069  
PHONE: 847.634.5550  
[WWW.MANHARD.COM](http://WWW.MANHARD.COM)

MAY 12, 2021



# UNECONOMIC REMNANT EXHIBIT

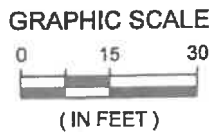
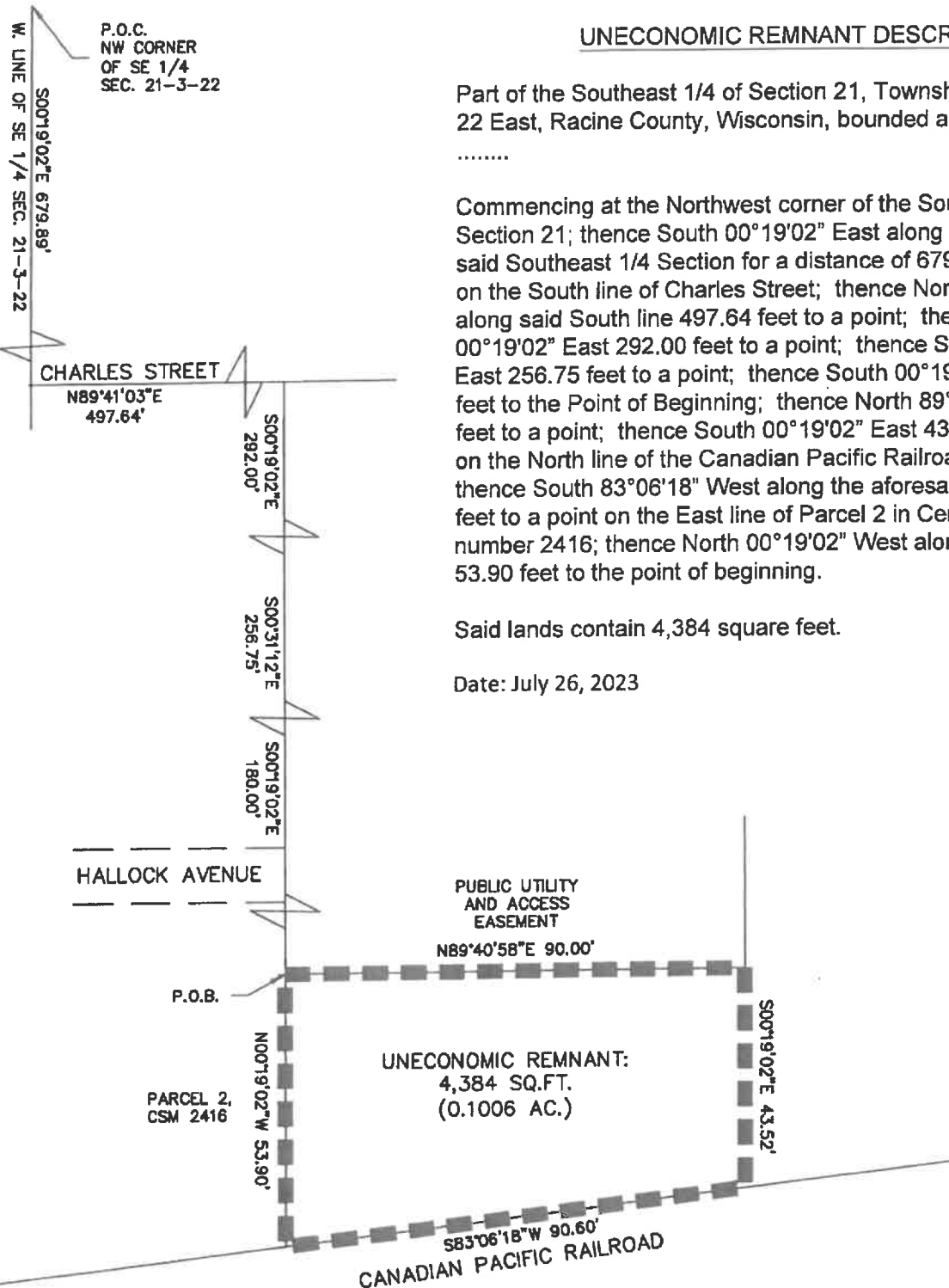
## UNECONOMIC REMNANT DESCRIPTION

Part of the Southeast 1/4 of Section 21, Township 3 North, Range 22 East, Racine County, Wisconsin, bounded and described as

.....  
 Commencing at the Northwest corner of the Southeast 1/4 of said Section 21; thence South 00°19'02" East along the West line of said Southeast 1/4 Section for a distance of 679.89 feet to a point on the South line of Charles Street; thence North 89°41'03" East along said South line 497.64 feet to a point; thence South 00°19'02" East 292.00 feet to a point; thence South 00°31'12" East 256.75 feet to a point; thence South 00°19'02" East 180.00 feet to the Point of Beginning; thence North 89°40'58" East 90.00 feet to a point; thence South 00°19'02" East 43.52 feet to a point on the North line of the Canadian Pacific Railroad Right of Way; thence South 83°06'18" West along the aforesaid North line 90.60 feet to a point on the East line of Parcel 2 in Certified Survey Map number 2416; thence North 00°19'02" West along said East line 53.90 feet to the point of beginning.

Said lands contain 4,384 square feet.

Date: July 26, 2023



**raSmith**  
 CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
 Brookfield, WI 53005-5938  
 (262) 781-1000  
 rasmith.com

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