

RESOLUTION NO. 2023-134

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
SLOPE EASEMENT AGREEMENT WITH ERIC PINTAR -
OWNER OF 6400 RUNNING HORSE ROAD
PARCEL ID 104-04-22-02-032-000

WHEREAS, the Village of Caledonia has issued permits for the construction of a new home to be built upon Parcel ID 104-04-22-02-032-000. As a condition of issuing the building permit, a Slope Easement Agreement is required to be granted over the south 15' of the parcel, adjacent to the existing Right-of-Way of Running Horse Road; and

WHEREAS, the Owner, Eric Pintar, has executed said Slope Easement Agreement; and

WHEREAS, the President and Clerk of the Village need to execute the Slope Easement Agreement in order to allow it to be recorded.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the execution of the Slope Easement Agreement as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is approved and that the Village President and Village Clerk are authorized to execute said Slope Easement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin,
this 12 day of December, 2023.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston, Village President

Attest: Megan O'Brien
Megan O'Brien, Deputy Clerk

Slope Easement Agreement

Document Number

Name and Return Address
Mr. Ryan Schmidt
Village of Caledonia
Engineering Department
5043 Chester Lane
Racine, Wisconsin 53402

51-104-04-22-02-032-000 Parcel Identification Number
(PIN)

SLOPE EASEMENT AGREEMENT

This Slope Easement Agreement is made this 5th day of December, 2023, by and between **ERIC PINTAR** referred to in this Agreement as the "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin. The Village of Caledonia is referred to in this Agreement as the "Grantee".

RECITALS

- A. The Owner is the fee simple holder of certain real property located at 6400 Running Horse Road, in the Village of Caledonia, Racine County, Wisconsin: Parcel Id # 51-104-04-22-02-032-000; as more particularly described on Exhibit A attached hereto and incorporated herein. Said real property is referred to in this Agreement as the "Property".
- B. The Grantee has requested that the Owner grant a permanent easement (referred to in this Agreement as the "Slope Easement") over certain portions of the Property described on Exhibit A. The portions of the Property described on Exhibit A are referred to in this Agreement as the "Slope Easement Area". The location of the Slope Easement Area with respect to the Property is as shown on Exhibit A.
- C. As used in this Agreement, the term "Drainage Facilities" shall mean drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Slope Easement Area from time to time by the Owner or Grantee, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

AGREEMENT

For \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Grant of Easement. The Owner grants to the Grantees, and their contractors, successors and assigns:
 - (a) A permanent and perpetual easement and right-of-way over, across, under and through the Slope Easement Area, including the right to enter upon the Slope Easement Area with workers, materials and equipment, for the purpose of constructing, installing, maintaining and using Drainage Facilities for conveying surface and storm waters over, across, under and through the Property;
 - (b) The right of ingress and egress on the Property in a reasonable manner for the purpose of transporting workers, materials and equipment in connection with the construction, installation, maintenance and use of Drainage Facilities within the Slope Easement Area;
 - (c) The right to cut down and remove or trim all trees, bushes or other vegetation existing within the Slope Easement Area, and to cut down and remove or trim all

trees, bushes and other vegetation located outside of the Slope Easement Area that interfere with the construction, installation, maintenance or use of Drainage Facilities within the Slope Easement Area; and

- (d) The right to remove any fences, structures or improvements located within the Slope Easement Area.
2. Restrictions On Slope Easement Area. The Owner covenants and agrees that:
- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Slope Easement Area; and
 - (b) The elevation of the existing ground surface within the Slope Easement Area will not be altered without the written consent of the Grantee.
3. Restoration Of Surface. The Grantee shall reasonably restore the surface of the Property disturbed by the Grantees' construction, installation, maintenance or use of Drainage Facilities within the Slope Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall not be required to replant any trees, bushes or other vegetation that would interfere with the construction, installation, maintenance or use of Drainage Facilities within the Slope Easement Area.
4. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the Grantee from the later use of said Easement rights to the fullest extent authorized in this Agreement.
5. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantee and their respective successors and assigns.
6. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant this Easement to the Grantee, and that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants.

OWNER


ERIC PINTAR 12-5-23

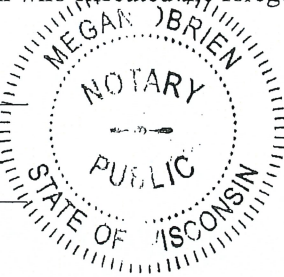
SIGNATURE PAGE TO FOLLOW

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 5th day of December 2023, the above-named **ERIC PINTAR** to me known to be the person who executed the foregoing instrument and acknowledged the same.

Megan O'Brien
Notary Public, Racine County, WI

My Commission: 07-12-2025



VILLAGE OF CALEDONIA

BY: Thomas Weatherston
Thomas Weatherston, Village President

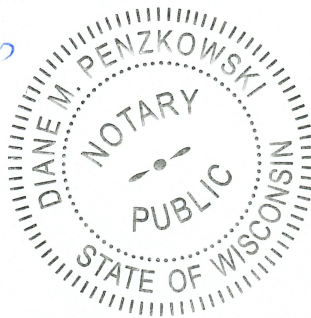
ATTEST: Megan O'Brien
Megan O'Brien, Deputy Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 5th day of December 2023, the above-named **THOMAS WEATHERSTON, VILLAGE PRESIDENT AND MEGAN O'BRIEN DEPUTY CLERK**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Diane M. Penzkowski
Notary Public, Racine County, WI

My Commission: 4-2-2024



This Instrument Was Drafted By:
Ryan Schmidt, PE
Village Engineer

Exhibit A (Page 1 of 2)

Legal Description of The Property

PARCEL #104-04-22-02-032-000

The South 15 Feet of Lot 31, Equestrian Estates, unrecorded, being a part of the Northeast $\frac{1}{4}$ of Section 2, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, described as follows: Begin at the North $\frac{1}{4}$ corner of said Section 2; run thence South $89^{\circ} 37' 00''$ East, 1327.81 feet; thence South $00^{\circ} 11' 00''$ East 1144.37 feet; thence North $89^{\circ} 41' 00''$ East, 649.93 feet to the point of beginning of this description. Thence continue North $89^{\circ} 41' 00''$ East 144.87 feet to a point; thence South $00^{\circ} 19' 35''$ East 456.61 feet to appoint on the North line of Running Horse Road; thence South $89^{\circ} 40' 25''$ West along the Northerly line of Running Horse Road 130.08 feet to a point; thence North $02^{\circ} 10' 50''$ West 456.88 feet to the place of beginning.

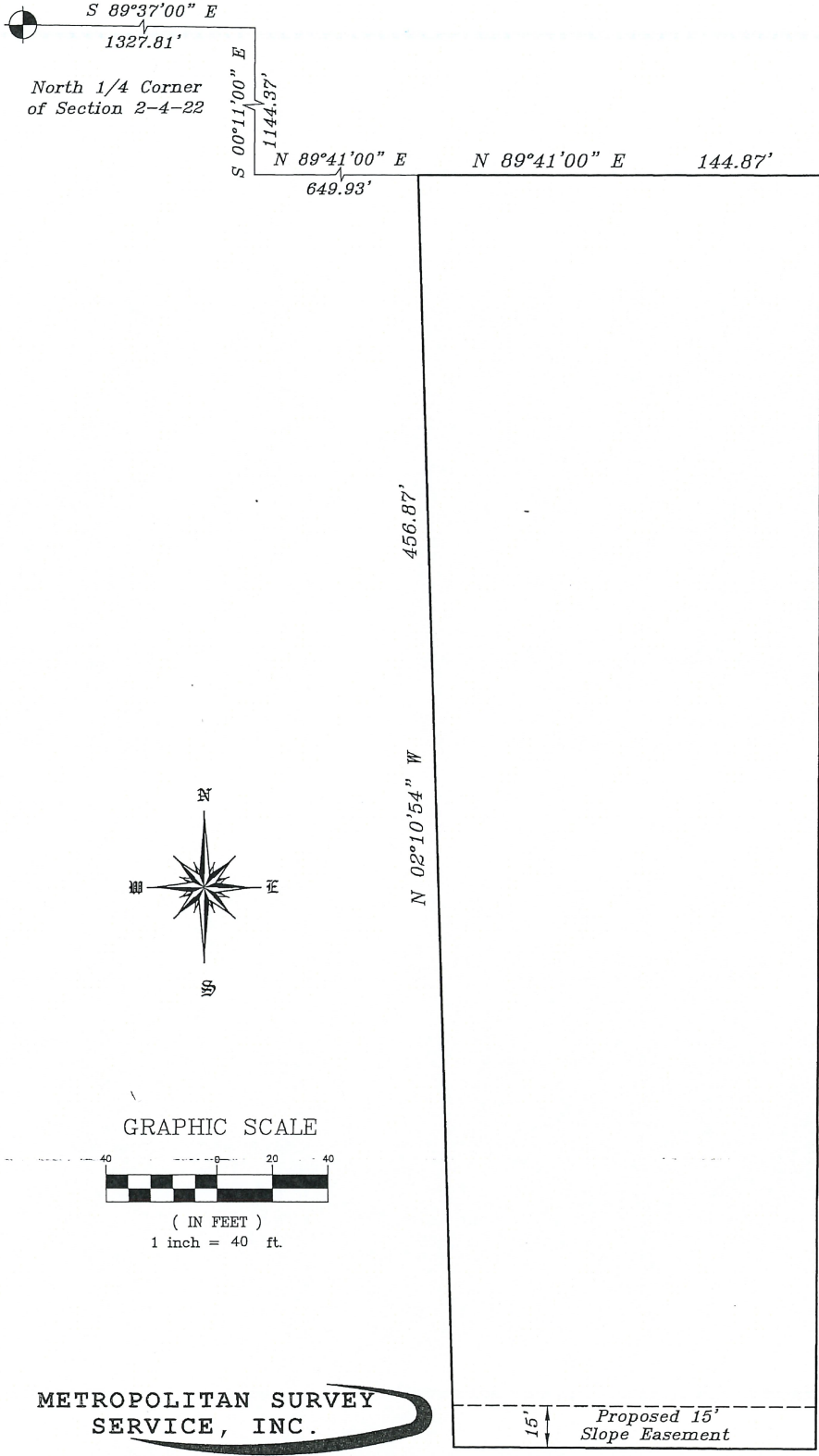
SLOPE EASEMENT EXHIBIT

LOCATION: 6400 Running Horse Road, Caledonia, Wisconsin

LEGAL DESCRIPTION: The South 15 Feet of Lot 31, EQUESTRIAN ESTATES, unrecorded, being part of the Northeast 1/4 of Section 2, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, described as follows: Begin at the North 1/4 corner of Section 2; run thence South 89° 37' 00" East, 1327.81 feet; thence South 00° 11' 00" East, 1144.37 feet; thence North 89° 41' 00" East 649.93 feet to the point of beginning of this description. Thence continue North 89° 41' 00" East 144.87 feet to a point; thence South 00° 19' 35" East 456.61 feet to a point on the North line of Running Horse Road; thence South 89° 40' 25" West along the Northerly line of Running Horse Road 130.08 feet to a point; thence North 02° 10' 50" West 456.88 feet to the place of beginning.

November 13, 2023

Exhibit No. 114206-S



METROPOLITAN SURVEY SERVICE, INC.

PROFESSIONAL LAND SURVEYORS
 8482 South 76th Street
 Franklin, Wisconsin 53132
 PH. (414) 529-5380
 survey@metropolitansurvey.com
 www.metropolitansurvey.com



Running Horse Road

