

**RESOLUTION NO. 2024-121
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND AGREEMENT TO
PURCHASE AND A SANITARY SEWER EASEMENT AGREEMENT
WITH RONALD P. SCHULTZ**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Caledonia Utility District and Village of Caledonia have identified a Sanitary Sewer project in TID #4 to expand and extend sanitary sewer service within the District;

WHEREAS, the Caledonia Utility District, through the design of the TID #4 Phase 4 Sanitary Sewer and Watermain Extensions project, has identified Permanent Sanitary Sewer Easements and Temporary Limited Easements that are required from various property owners within TID #4 in order to install the sanitary sewer;

WHEREAS, the Village of Caledonia has adopted Resolution 2019-117 Relocation Order of the Village of Caledonia affecting properties in the Tax Incremental District #4, Phase 4, and providing for the extension of sanitary sewer facilities project in the Village of Caledonia, Racine County, Wisconsin to obtain the required Permanent Sanitary Sewer Easements and Temporary Limited Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals of the identified Permanent Sanitary Sewer Easements and Temporary Limited Easements required for the Project;

WHEREAS, the Public Services Director has met and negotiated with Ronald P. Schultz, a property owner along Highway K, to obtain a Permanent Sanitary Sewer Easement and a Temporary Limited Easement required for the Project;

WHEREAS, the Owner, Ronald P. Schultz has executed a Settlement Agreement, Mutual Release, and Agreement to Purchase and a Sanitary Sewer Easement Agreement;

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Sanitary Sewer Easement Agreement at their November 6, 2024 meeting;

WHEREAS, the President and Clerk of the Village need to execute the Settlement Agreement, Mutual Release, and Agreement to Purchase;

WHEREAS, the President and Clerk of the Village need to execute the Sanitary Sewer Easement Agreement in order for the Sanitary Sewer Easement Agreement to be recorded;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the execution of the Settlement Agreement, Mutual Release, and Agreement to Purchase 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 Settlement Agreement, Mutual Release, and Agreement to Purchase.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 12 day of November, 2024.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Jennifer Bass
Jennifer Bass
Village Clerk

DOCUMENT NUMBER

SANITARY SEWER EASEMENT AGREEMENT

Document # **2689661**
RACINE COUNTY REGISTER OF DEEDS
November 18, 2024 3:52 PM

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Village of Caledonia
Pages: 8

RETURN TO:
JENNIFER BASS, VILLAGE CLERK
5043 CHESTER LANE
RACINE, WI 53402

PARCEL IDENTIFICATION NUMBER:
104-04-22-31-001-000

Prepared by:

Elaine S. Ekes
Pruitt, Ekes & Geary, S.C.

SANITARY SEWER EASEMENT AGREEMENT

This **SANITARY SEWER EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into by and between **RONALD P. SCHULTZ** (“**Owner**”), the **CALEDONIA SEWER UTILITY DISTRICT**, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin (collectively “**the Village**”) as of the 11 day of October, 2024.

RECITALS

- A. Owner is the fee holder of certain real property located in the Village of Caledonia, County of Racine, State of Wisconsin, which is legally described as:

The North 60 acres of the East ½ of the Northeast ¼ of Section 31, Township 4 North, Range 22 East. EXCEPTING THEREFROM lands conveyed to Racine County by Document No. 909497. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin with Tax Key No. 104-04-22-31-001-000 (“**Parent Parcel**”).

- B. The Village and Owner have negotiated for the acquisition by the Village of a Temporary Limited Easement and a Permanent Sanitary Sewer Easement over portions of the Parent Parcel, all as further described herein and as depicted and described in the attached and incorporated **Exhibit A** hereto.
- C. The easements are necessary because of the installation of sanitary sewer main improvements to extend sewer services within the Village to serve the Parent Parcel as well as adjacent and other parcels in the surrounding area.

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 Easements.**

- A. **Permanent Sanitary Sewer Easement.** Owner grants to the Village a perpetual, exclusive sanitary sewer easement on and under a portion of the Parent Parcel legally described and depicted on attached **Exhibit A** as the Permanent Sewer Easement (“**Permanent Sewer Easement Area**”). This grant includes the right to enter, construct, reconstruct, maintain, improve, repair, alter or operate a sanitary sewer within the Permanent Sewer Easement Area and appurtenances, including, without limitation, 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, on and under the Permanent Sewer 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.

B. **Temporary Limited Construction Easement.** Owner grants to the Village the following temporary limited construction easement and related easement rights on and over that portion of the Parent Parcel described and depicted on attached **Exhibit A** as the Temporary Limited Easement (the “Temporary Limited Easement Area”):

1. The right to enter and use the Temporary Limited Easement Area for the staging and storage of construction materials, vehicles, and equipment for the construction and installation of the sanitary sewer;
2. The right to change the slopes and grades of the Temporary Limited Easement Area, so that the same blend in with and conform to the slopes and grades of the finished project topography and to remove trees, bushes or other vegetation.
3. The finished slopes and grades of the Temporary Limited Easement Area shall be finish-graded by the Village.
4. The Temporary Limited Easement Area described herein shall cease to exist one (1) year from the date of execution unless released earlier in writing by the Village.

2. **Restoration of Surface.** The Village shall restore the surface disturbed by any construction or maintenance of piping or equipment located within the Permanent Easement Area and Temporary Limited Easement Area to their condition before the disturbance, but the Village shall not be required to restore or replace any trees, bushes and vegetation within such areas that would interfere with the easements granted hereby.
3. **Topsoil on Parent Parcel.** The Village, through the construction of the Project through the Permanent Easement Area and Temporary Limited Easement Area on the Parent Parcel, shall not remove any topsoil from the Parent Parcel. All topsoil that is on the Parent Parcel shall be stockpiled on the Easements and shall be replaced with the same thickness as the original topsoil on the Parent Parcel.
4. **Vibrashank/Chisel Plow Easement Area.** The Owner, directly or through his third parties, is allowed to Vibrashank/Chisel Plow the Easement Areas in the Fall of 2025 after the Village completes the Project.
5. **Deferred Special Assessment.** The Village previously imposed deferred special assessments on the Parent Parcel per Village Resolution No. 2016-45 for Sanitary Sewer and Watermain. The special assessments for this property total \$229,806.75 (the “Special Assessments”). The execution of this Easement Agreement and the granting of the easements thereunder shall not trigger the Special Assessments to become payable to the Village.
6. **Reserved Rights.** The Owner retains the full right to use the Permanent Sewer Easement Area and Temporary Limited Easement Area, including all areas at, above or below grade, subject only to the reasonable exercise of the Village’s rights under this Agreement and the Village’s right to review and approve the location of any proposed improvements within the Permanent Sewer Easement Area including, but not limited to, a driveway or other means of accessing the

Parent Parcel. The Village's reviews and approvals for such driveways or any other proposed improvements shall be made by the Village Engineer and approval shall not be unreasonably withheld or delayed.

- 7. **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.
- 8. **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.
- 9. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.
- 10. **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.

IN WITNESS WHEREOF, the above-named parties, either personally or through their duly authorized officers, have executed this Agreement as of the date indicated above.

Dated this 11 day of October, 2024.

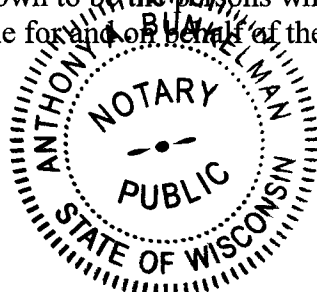
VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston, Village President

Attest: Jennifer Olsen
Jennifer Olsen, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this 12th day of ~~October~~ November, 2024, the above-named Thomas Weatherston and Jennifer Olsen, the President and Clerk of the Village of Caledonia, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the Village.



Anthony D. Bemhelman
Notary Public, Racine Co., WI
My Commission: July 26, 2027

Dated this 11 day of October, 2024.

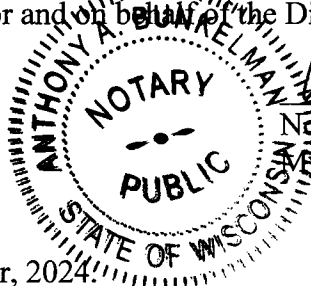
**CALEDONIA SEWER
UTILITY DISTRICT**

By: Howard Stacey
Howard Stacey, President
Caledonia Utility District Commission

Attest: Robert Kaplan
Robert Kaplan, Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this 6th day of November, 2024, the above-named Howard Stacey and Robert Kaplan, the President and Secretary of the Caledonia, Utility District Commission respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the District.



Anthony A. Bunkelman
Notary Public, Racine Co., WI
My Commission: July 26, 2027

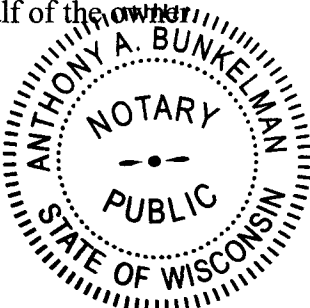
Dated this 11 day of October, 2024.

OWNER

By: Ronald P. Schultz
Ronald P. Schultz

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this 11 day of October, 2024, the above-named Ronald P. Schultz, to me known to be the person who executed the foregoing instrument and acknowledged the same for and on behalf of the owner.



Anthony A. Bunkelman
Notary Public, Racine Co., WI
My Commission: 7-26-27

Drafted by: Anthony A. Bunkelman P.E.
Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402

EXHIBIT A (page 1 of 2)
LEGAL DESCRIPTIONS

Parcel 15 & 16, Project No. 18C030.12, TID No. 4, Phase 4 Sewer Extension Project

Permanent Sewer Easement (Schultz property)

Land being a part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast 1/4; Thence North 89° 19' 39" East along the North line of said Northeast 1/4 a distance of 1325.34 feet to the West line of the East 1/2 of the Northeast 1/4; Thence South 01°14'25" East along said West line 517.59 feet to the point of beginning of lands to be described; Thence North 75°48'11" East 193.60 feet; Thence North 49°34'38" East 372.12 feet to the Southwesterly right-of-way line of Northwestern Avenue (C.T.H. "K"); Thence South 40°25'22" East along said right-of-way line 40.00 feet; Thence South 49°34'38" West 381.44 feet; Thence South 75°48'11" West 212.12 feet to the West line of the East 1/2 of said Northeast 1/4; Thence North 01°14'25" West along said West line 41.04 feet to the point of beginning of lands being described.

Containing 23,185 Square feet (0.53 Ac.) of land more or less.

Temporary Limited Easement (Schultz property)

Land being a part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast 1/4; Thence North 89° 19' 39" East along the North line of said Northeast 1/4 a distance of 1325.34 feet to the West line of the East 1/2 of the Northeast 1/4; Thence South 01°14'25" East along said West line 558.63 feet to the point of beginning of lands to be described; Thence North 75° 48' 11" East 212.12 feet; Thence North 49°34'38" East 381.44 feet to the Southwesterly right-of-way line of Northwestern Avenue (C.T.H. "K"); Thence South 40°25'22" East along said right-of-way line 40.00 feet; Thence South 49°34'38" West 390.75 feet; Thence South 75°48'11" West 230.64 feet to the West line of the East 1/2 of said Northeast 1/4; Thence North 01°14'25" West along said West line 41.04 feet to the point of beginning of lands being described.

Containing 24,299 Square feet (0.56 Ac.) of land more or less.

Address: Northwestern Avenue
Tax Key No. 104-04-22-31-001-000

