

**RESOLUTION NO. 2018-101**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
PERMANENT SANITARY SEWER EASEMENT AT 10207 CADDY LANE  
WITH AMY HANSEN**

**WHEREAS**, the Caledonia Utility District has identified a Sanitary Sewer project in the Caddy Vista West Sanitary Sewer Basin. The project is proposed to replace and relocate the existing sanitary sewer line along the Root River, relaying and upsizing of sanitary sewer on Caddy Lane, Root River Drive and Duane Court, new manholes, spot repairs of sanitary sewer, lining of sanitary sewer, a new lift station, relay of sanitary force main and a sanitary sewer line for Jellystone Park; and

**WHEREAS**, the Caledonia Utility District, through the design of the project, has identified 3 Permanent Sanitary Sewer Easements that are required from various property owners in order to install the sanitary sewer; and

**WHEREAS**, the Village of Caledonia has adopted Resolution 2018-45, Relocation Order of the Village of Caledonia affecting properties along or adjacent to Caddy Lane and Duane Court for Sanitary Sewer main improvements in the Village of Caledonia, Racine County, Wisconsin to obtain the required Permanent Sanitary Sewer Easements; and

**WHEREAS**, the Caledonia Utility District has retained the services of Southern Wisconsin Appraisal for appraisals of the 3 identified Permanent Sanitary Sewer Easements required for the project; and

**WHEREAS**, the Utility Director & the Utility District's Attorney have met and negotiated with Amy Hansen, property owner of 10207 Caddy Lane, to obtain one of the required Permanent Sanitary Sewer Easements required for the project; and

**WHEREAS**, the Owner, Amy Hansen has executed said Permanent Sanitary Sewer Easement and the President and Secretary of the Caledonia Utility District and the Village President and Village Clerk need to execute the Permanent Sanitary Sewer Easement in order to allow it to be recorded.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 15<sup>th</sup> day of October, 2018.

VILLAGE OF CALEDONIA

By: James R. Dobbs  
James R Dobbs, Village President  
Attest: Karie Torkilsen  
Karie Torkilsen, Village Clerk

VILLAGE OF CALEDONIA  
EASEMENT AGREEMENT  
(For a Permanent Sanitary Sewer Easement)

This agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between:

- a) AMY HANSEN, being an adult resident of Racine County, Wisconsin, residing at 10207 Caddy Lane, Caledonia, Wisconsin 53108 (hereinafter referred to as the “Owner”); and
- b) The VILLAGE OF CALEDONIA, being a municipal corporation and village created under the laws of the State of Wisconsin, with its Village Hall located at 5043 Chester Lane, Racine, Wisconsin 53402 (hereinafter referred to as the “Village”); and
- c) The VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT, being a utility district established by the Village of Caledonia under the laws of the State of Wisconsin, with utility district offices located at 333 4½ Mile Road, Racine, Wisconsin 53402 (hereinafter referred to as the “Utility District” and/or the “Sewer Utility District”).

Introduction

The Village is located in Racine County, Wisconsin. The Village, through the Utility District, owns and operates a municipal sanitary sewerage system (hereinafter referred to as the “District System”).

Owner is the sole record-title owner of the parcel of real property (hereinafter referred to as the “Property”) located in the Village of Caledonia, Racine County, Wisconsin, that is described in attached Exhibit A.

This present Agreement is being entered into by the above-named parties to allow the Village, through the Utility District, to construct (i) municipal sanitary sewer mains, and (ii) related infrastructure (collectively, the “Construction Project”) on the Property, as a part of the District System, as further described in attached Exhibit B.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER DESCRIBED, 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. Easements Granted. Owner hereby grants to the Village and the Utility District the below-described sanitary sewer easement on its Property, to undertake the Construction Project and to construct, install, operate, maintain, repair, and/or replace sanitary sewer mains (“Sanitary Sewer Mains”), and the related infrastructure to the same, in, on, and under the easement areas hereafter described on the Property. The Village and/or Utility District shall, at

its own expense, maintain and repair the Sanitary Sewer Mains, to keep them in good condition and repair.

3. Sanitary Sewer Easement. Attached hereto as Exhibit C is (i) a diagram showing the Sanitary Sewer Easement Area granted by Owner on the Property to the Village and the Utility District, and (ii) the legal description of such Sanitary Sewer Easement Area.

4. Access to Sanitary Sewer Easement Area. The Village, the Utility District, and/or their officials, officers, employees, contractors, engineers, consultants, and agents are hereby given the permanent non-exclusive right to go upon and enter the Sanitary Sewer Easement Area, at such times as the Village and/or the Utility District may see fit, for the purpose of exercising the easement rights granted herein.

5. Restrictions on Owner: Owner shall not construct (nor allow any third party to construct) any type of structure and/or place any type of object or materials in, over, under, on, or upon the Sanitary Sewer Easement Area, and shall not materially impede or obstruct the exercise of the easement rights granted hereunder. Notwithstanding the foregoing, however, Owner (and/or his/her/its assignee, successor(s) in title, or tenant) may construct, install, and maintain pedestrian pathways, landscaping, driveways, parking lots, and/or roadways over the Sanitary Sewer Easement Area, provided that such construction and use does not damage the Sanitary Sewer Main located in the Sanitary Sewer Easement Area.

6. Restoration of Disturbed Areas. To the extent the Village and/or the Utility District, in its reasonable discretion, deems it necessary for the exercise of its easement rights granted hereunder, the Village/Utility District may remove from the Easement Areas any structure, object, material, or any other obstructions, and/or any plants, shrubs, bushes, trees, or other vegetation, and the Village/Utility District shall not be required to restore or replace such

items, except, however, the Village/Utility District shall (i) restore any disturbed portion of the natural vegetation and/or landscaping of such Easement Areas by seeding the same with grass seed, and (ii) repair and restore any pedestrian pathways, driveways, parking lots, and/or roadways (to its previously existing condition) located in the Easement Areas that may be damaged during the course of the exercise of these present easement rights by the Village/Utility District.

7. Runs with the Land. This Agreement shall run with the land of the Property described herein, and shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors and assigns.

8. Initial Condemnation Proceedings. In July/August of 2018, the Village commenced eminent domain proceedings under the provisions of Section 32.05 of the Wisconsin Statutes for the acquisition of the easement rights described in this Agreement. After the Village took the initial procedural steps required under Section 32.05 for the acquisition of such easement rights, the Village/Utility District and Owner entered into negotiations regarding this transaction, all as provided for in Section 32.05. As a result of those negotiations, the Village/Utility District and Owner have agreed to the terms and provisions of this Agreement, making further eminent domain proceedings by the Village unnecessary. The Village shall, however, comply with the requirements for the certified mailing of a copy of this Agreement, as required under the provisions of Section 32.05(2a) of the Wisconsin Statutes. As also required by Section 32.05(2a) of the Wisconsin Statutes, the Village hereby gives to the Owner the information contained in attached Exhibit X.

9. Payment to Owner. Within Ten (10) Business Days (Mondays-Fridays) after (i) this Agreement is signed by all of the parties, and (ii) the Village Board of the Village of

Caledonia, Wisconsin approves this Agreement, the Village/Utility District shall pay to Owner the amount of One Thousand Five Hundred Dollars (\$1,500.00). This payment amount is the agreed-upon valuation of the easement rights being given by the Owner to the Village/Utility District. To the extent allowed under the law, Owner hereby expressly waives any and all rights to any relocation benefits that the Owner may have otherwise been entitled to under Chapter 32 of the Wisconsin Statutes. This waiver is a part of the consideration being given by the Owner to the Village/Utility District in this transaction.

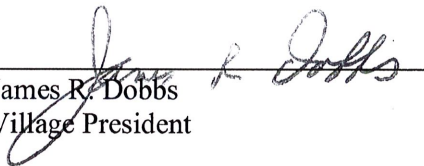
10. Governing Law. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin. The venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

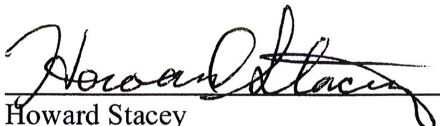
11. Recording. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns. This Agreement shall be recorded by the Village at the Office of the Register of Deeds for Racine County, Wisconsin.

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.

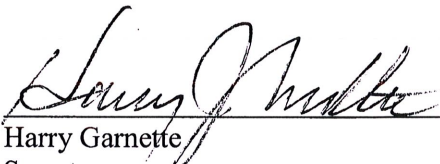
VILLAGE:  
Village of Caledonia

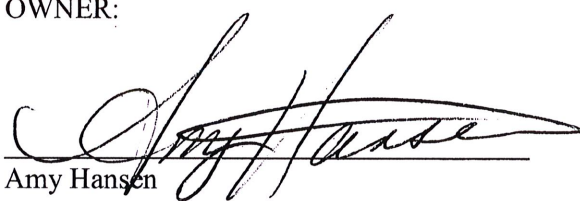
UTILITY DISTRICT:  
The Village of Caledonia Sewer Utility  
District

By:   
James R. Dobbs  
Village President

By:   
Howard Stacey  
President

Attest:   
Karie Torkilsen  
Village Clerk

Attest:   
Harry Garnette  
Secretary

OWNER:  
  
Amy Hansen

AUTHENTICATION

Signatures of Amy Hansen, and James R. Dobbs and Karie Torkilsen, Village President and Village Clerk, respectively, of the Village of Caledonia; and Howard Stacey, President, and Harry Garnette, Secretary, of the Village of Caledonia Sewer Utility District and the Village of Caledonia Water Utility District, authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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John M. Bjelajac  
Member: State Bar of Wisconsin  
State Bar No. 1015325

This Agreement drafted by  
Attorney John M. Bjelajac  
601 Lake Avenue  
Post Office Box 38  
Racine, Wisconsin 53401-0038  
Phone: (262)633-9800  
FAX: (262)633-1209  
(Attorney for the Village of Caledonia,  
and the Village of Caledonia Sewer  
Utility District)





EXHIBIT A  
Page 2 of 3  
**AERIAL PHOTOGRAPH**



## LEGAL DESCRIPTION BEFORE ACQUISITION

**Lot 24, Block F, Caddy Vista South, Second Addition, being a Subdivision of part of the Northwest 1/4 of Section 4, Township 4 North, Range 22 East. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.**

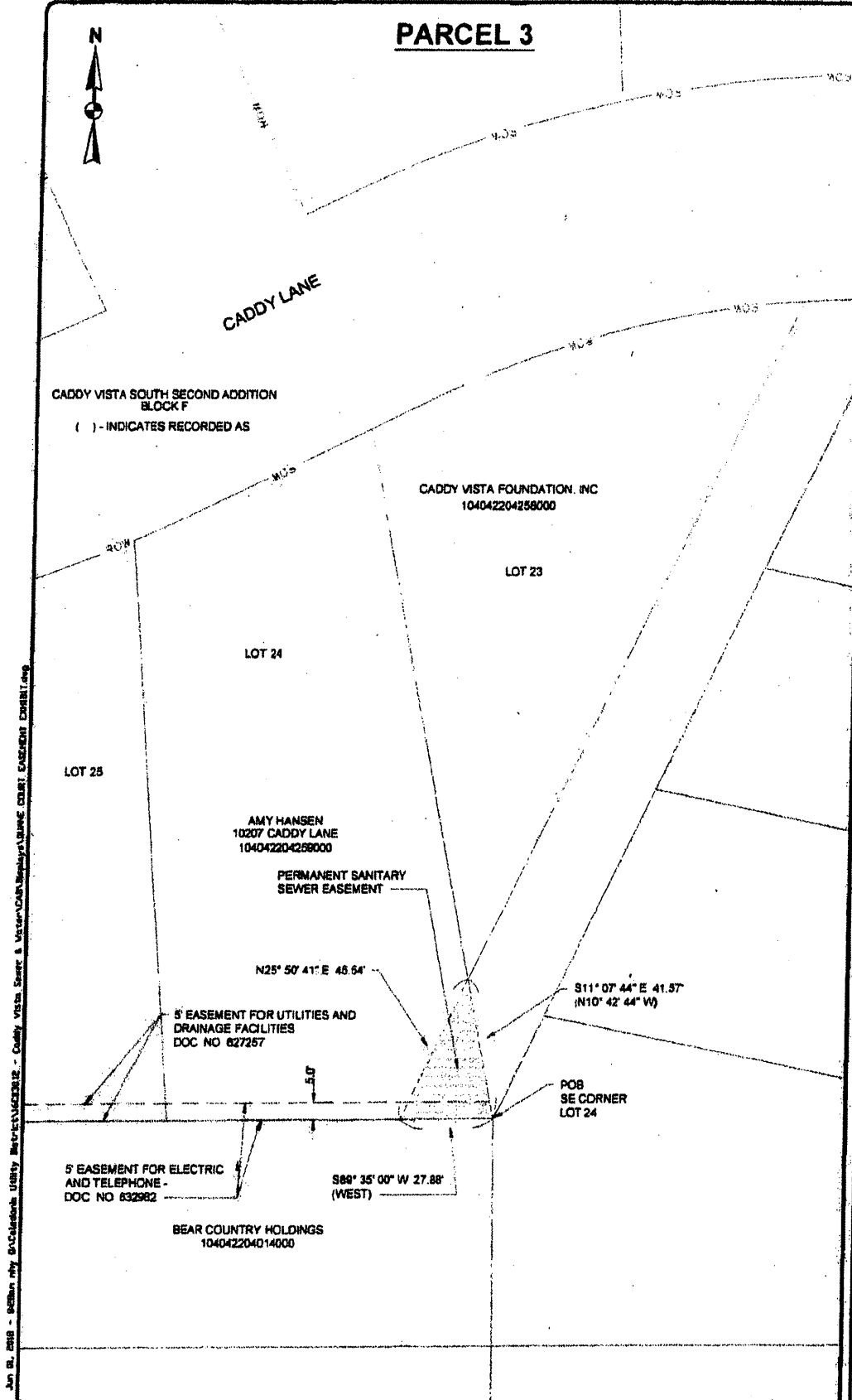
**The following is for informational purposes only:**

**Address: 10207 Caddy Lane**


**Tax Key No. 104-04-22-04-259-000**

## **EXHIBIT B**

The Construction Project involves the reconstruction of the Village's sanitary sewer system, from approximately 10338 Root River Drive, along Root River Drive east to Caddy Lane, then east along Caddy Lane to Duane Court, then North along Duane Court to the Village's lift station, and includes the installation of new sanitary sewer mains along the route. The construction work for the Construction Project is expected to begin in the second half of 2018, and will go into 2019 to complete.



Jan 01 2018 - 08:00am - City of Caledonia Utility Services\1620312 - Caddy Vista South 2nd Addition Block F - Easement Construction.dwg



**Foth**  
Foth Infrastructure & Environment, LLC  
3014 S. Third Street  
West Allis, WI 53227  
Phone: 414.232.2200 Fax: 414.232.2201

FOOTH IS AN EQUAL OPPORTUNITY EMPLOYER  
This document has been prepared for a specific project and is not to be used for any other project without the written approval of Foth Infrastructure & Environment, LLC. Foth Infrastructure & Environment, LLC is not responsible for the use of this document for any other project.

**CADDY VISTA SANITARY IMPROVEMENTS  
EASEMENT SITE MAP**

**VILLAGE OF CALEDONIA UTILITY DISTRICT**

RACINE COUNTY      VILLAGE OF CALEDONIA, WISCONSIN

NO.	BY	DATE	DESCRIPTION

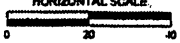
RECORD DRAWING OF COMPLETED CONSTRUCTION BY  
 REVIEWED DRAWING OF COMPLETED CONSTRUCTION  
 CONFORMING TO CONTRACTOR APPROVED RECORDS  
 BY \_\_\_\_\_ DATE \_\_\_\_\_

Date of Preparation: MAY 18, 2018

	BY	DATE
SURVEYED	JMH	03/27/2018
DRAWN	MLH	05/18/2018
DESIGNED	TME	05/16/2018
CHECKED	JMS	05/18/2018

**PARCEL 3**

HORIZONTAL SCALE



PROJECT ID: 16C00 04

**Parcel 3**

© 2018 Foth Infrastructure & Environment, LLC

**PARCEL 3**

**LEGAL DESCRIPTION FOR PERMANENT SANITARY SEWER EASEMENT**

**That part of Lot 24 in Block F of Caddy Vista South – Second Addition, a recorded subdivision plat being part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 4, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin more particularly described as follows:**

**Beginning at the southeast corner of said Lot 24; thence S89°35'00"W along the south line of said lot, 27.88 feet; thence N25°50'41"E, 45.54 feet to the east line of said lot; thence S11°07'44"E along said east line, 41.57 feet to the point of beginning.  
Containing 569 square feet, more or less.**

**Owner: Amy Hansen  
Tax Parcel ID No.: 104-04220425900  
Physical Address: 10207 Caddy Lane**

EXHIBIT X

STATUTORY NOTICE PURSUANT TO SECTION 32.05(2a)  
OF THE WISCONSIN STATUTES, INCLUDING THE RIGHT TO APPEAL

Pursuant to the provisions of Section 32.05(2a) of the Wisconsin Statutes, the Village of Caledonia (the "Village") hereby gives to the Owner the following information:

- a) The person(s) and/or entity(ies) having an interest of record in the Property are described in the Letter Report of Title (the "Report"), dated May 12, 2017, prepared by Landmark Title of Racine, Inc. for the Property.
- b) The legal description for the entire Property owned by Owner is described in the Report.
- c) The interest being acquired by the Village is a permanent sanitary sewer easement. The compensation paid by the Village to the Owner is a total of One Thousand Five Hundred Dollars (\$1,500.00).
- d) The Owner has the right to appeal the amount of the compensation under Section 32.05(2a) of the Wisconsin Statutes. Any person named in this conveyance and/or attached Report having an interest in the Property may, within six (6) months after the date of the recording of this document, appeal from the amount of the compensation stated in this conveyance document, in the manner set forth in Subsections (9) to (12) of Section 32.05 and Chapters 808 and 809 for appeals from an award under Subsection (7) of Section 32.05, all being Wisconsin Statutes. For the purposes of any such appeal, the amount of compensation stated in this conveyance shall be treated as the award and the date that this conveyance is recorded shall be treated as the date of taking and the date of evaluation.

## First American Title Insurance Company

Commitment Number: LMT-63637

### SCHEDULE A

1. Effective Date: May 12, 2017 at 08:00 AM
2. Policy or Policies to be issued: Amount
  - (a)  X  Owner's Policy ( ALTA Own. Policy (06/17/06) ) \$ 15,000.00  
Proposed Insured:  
**TBD**
  - (b) \_\_\_\_\_ Loan Policy ( ALTA Loan Policy (06/17/06) ) NONE  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
**Amy Hansen, also known as Amy B. Hansen**

5. The land referred to in the Commitment is described as follows:

**Lot 24, Block F, Caddy Vista South, Second Addition, being a Subdivision of part of the Northwest 1/4 of Section 4, Township 4 North, Range 22 East. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.**

The following is for informational purposes only:

Address: 10207 Caddy Lane

Tax Key No. 104-04-22-04-259-000

By: Michael P. Staech

Authorized Officer or Agent

Landmark Title of Racine, Inc. 719 Washington Avenue Racine, WI 53403  
PH262-632-6262 FAX262-632-6243

(any provisions to the contrary notwithstanding, this policy is valid without a countersignature)



First American Title Insurance Company

**SCHEDULE B - SECTION I  
REQUIREMENTS**

Commitment Number: LMT-63637

The following are the requirements to be complied with:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. NOTE: Taxes for the year 2016 in the amount of \$1,893.80, have been paid in full.

First American Title Insurance Company

Commitment Number: LMT-63637

**SCHEDULE B - SECTION II  
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Exception 1 of Schedule B-II will be removed only if a gap endorsement is attached to this commitment and the requirements for the issuance of gap coverage as described in the endorsement are met, including the payment of the premium

2. Special taxes or assessments and special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Land, whether assessed or charged before or after the Date of Policy.

The company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

NOTE: Exception 3 of Schedule B-II will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hookup fees, or other fees or charges attaching to the property; (2) evidence that the Land contains a completed building; and (3) statement showing that the Land has a water and sewer use account. If the Land is vacant, this exception will not be removed.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Contact the Company for information on the deletion of this exception.

5. Rights or claims of parties in possession not shown by the public records.

NOTE: Exception 5 of Schedule B-II will be removed only if the Company receives a Construction Work and Tenants Affidavit on a form prepared by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.

6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the public records.

First American Title Insurance Company

Commitment Number: LMT-63637

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

(Continued)

8. Any claim of adverse possession or prescriptive easement.

NOTE: Exceptions 6, 7, and 8 of Schedule B-II will be removed only if the Company receives an original survey which (i) has a current date, (ii) is satisfactory to the Company, and (iii) complies with current ALTA/NSPS Minimum Survey Standards or Wisconsin Administrative Code Chapter AE-7 together with the certification agreed on between the Wisconsin Land Title Association and the Wisconsin Society of Land Surveyors on April 1, 1974. If the survey shows matters, which affect the title to the property, Exceptions 6, 7 and 8 will be replaced by exceptions describing those matters.

9. General taxes for the year 2017 and subsequent years, not yet due or payable.
10. Possible Transmission Line Easement from Wisconsin Electric Power Company, to American Transmission Company, LLC dated December 1, 2000 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on March 26, 2001 in Volume 3142 of Records, Page 599, as Document No. 1763585. Easement Assignment as contained in document recorded on March 26, 2001, as Document No. 1763586. Easement Assignment as contained in document recorded on March 26, 2001, as Document No. 1763587. Easement Assignment as contained in document recorded on March 26, 2001, as Document No. 1763588. Easement Assignment as contained in Document recorded March 26, 2001 as Document No. 1763589. Due to the generality of the Easement and poor copy quality, we are unable to determine the proper location.
11. Covenants, conditions, restrictions and easements contained in Protective Covenants executed by John M. Couture & Associates, Inc.; Lemonweir Realty co., Inc.; Jopete Realty Co., Inc.; St. Francis Building and Loan Association, dated November 26, 1954 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 21, 1955 in Volume 570 of Deeds, at page 579, as Document No. 627257.
12. Easement granted by John M. Couture and Associates, Inc. to Wisconsin Electric Power Company, Wisconsin Telephone Company and Franksville Telephone Company by an instrument dated September 25, 1954 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 24, 1954, in Volume 567 of Deeds, at page 488, as Document No. 623982.
13. Lake Michigan District Storm Sewer Utility Assessments, if any.
14. Caledonia Sewer and Water Utility District Assessments, if any.
15. Mortgage from Amy B. Hansen, single woman to Prime Financial Credit Union in the amount of \$43,000.00 dated February 17, 2016 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on March 18, 2016 as Document No. 2430481.