

**RESOLUTION NO. 2019-14**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
PERMANENT EASEMENT AT 13010 FOUR MILE ROAD  
WITH DARLENE DAINES**

**WHEREAS**, the Village of Caledonia authorized its consulting engineering firm to review sanitary sewer extension options for serving lands adjacent to, and north of, Four Mile Road in the I-94 corridor and extending from the existing regional interceptor sanitary sewer located in DeBack Lane in the DeBack Farms Business Park up to Four Mile Road. The authorization included the review of a watermain extension for serving lands adjacent to, and north of, Four Mile Road in the I-94 corridor and extending from the existing watermain located in the East Frontage Road just north of DeBack Lane up to Four Mile Road and the authorization also included the review of the existing road conditions on Four Mile Road, which will be an additional truck route to the DeBack Farms Business Park serving the east end of the business park as well as those parcels of land along Four Mile Road; and

**WHEREAS**, the sanitary sewer analysis determined the best options for serving Four Mile Road and the I-94 corridor lands was to extend the existing regional interceptor sanitary sewer from the end of the DeBack Lane cul-de-sac east and north through the DeBack Farms Business Park to Four Mile Road in permanent easements, and also by extending a sanitary sewer due north from the end of the DeBack Lane cul-de-sac to Four Mile Road in permanent easements. Sanitary sewer will also be extended both easterly and westerly along the south side of Four Mile Road from the 2 locations, utilizing the Right of Way of Four Mile Road and various permanent and temporary construction easements; and

**WHEREAS**, the watermain analysis determined the best option for serving Four Mile Road and the I-94 corridor lands was to extend the existing watermain from the East Frontage Road just north of DeBack Lane, north to the intersection of Four Mile Road and the East Frontage Road along the east side of the East Frontage Road utilizing the Right of Way of the East Frontage Road and then extend watermain east to the eastern boundary of the DeBack Farms Business Park along the north side of Four Mile Road utilizing the Right of Way of Four Mile Road; and

**WHEREAS**, the existing road condition analysis determined that the existing right-of-way in Four Mile Road is substandard in road right-of-way cross section and that improvements are necessary to ensure that this route remains safe and viable for use by the parcels of land along Four Mile Road and for trucking to and from the business park; and

**WHEREAS**, the Village Board adopted Resolution Nos: 2018-44, 2018-46, and 2018-84 that were Relocations Orders related to the above projects and identified certain property interests that are necessary for the activities to properly complete the above projects; and

**WHEREAS**, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals of the 14 identified Temporary Construction Easements, Fee taking for Public Right of Way, and Permanent Easements required for the project; and

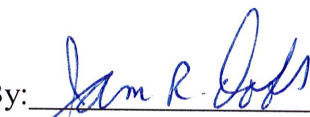
**WHEREAS**, the Utility Director and the Caledonia Utility District's Attorney have met and negotiated with Darlene Daines, the property owner of 13010 Four Mile Road, to obtain one of the Permanent Easements required for the project; and

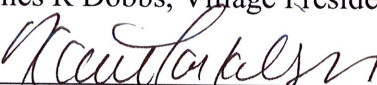
**WHEREAS**, the Owner, Darlene Daines has executed said Permanent Easement and the Village President and Village Clerk need to execute the Permanent Easement in order to allow it to be recorded.

**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 February, 2019.

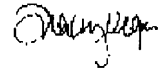
VILLAGE OF CALEDONIA

By:   
James R Dobbs, Village President

Attest:   
Karie Torkilsen, Village Clerk

**PERMANENT EASEMENT  
AGREEMENT**

Document # **2519630**  
RACINE COUNTY REGISTER OF DEEDS  
May 08, 2019 10:50 AM



TRACEY VEGA  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00

Pages: 17

Document Number

Title of Document

The real property affected by this document is described in the attached.

30-17

Record this document with the Register of Deeds

Name and Return Address:  
Atty. John M. Bjelajac  
601 Lake Avenue  
Post Office Box 38  
Racine, Wisconsin 53401-0038

104-04-22-19-071-000

(Parcel Identification Number)

PERMANENT EASEMENT AGREEMENT

This Agreement (“Agreement”) is made and entered into this 13 day of March, 2019, by and between the following parties:

- a) DARLENE DAINES, being an adult resident of Racine County, Wisconsin, residing at 13010 Four Mile Road, Franksville, Wisconsin 53126 (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 and the VILLAGE OF CALEDONIA WATER UTILITY DISTRICT and the VILLAGE OF CALEDONIA STORMWATER UTILITY DISTRICT, being three separate utility districts 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 jointly and severally referred to as the “Utility District” in the singular tense).

### Introduction

The Village is located in Racine County, Wisconsin. The Village, through the Utility District, owns and operates a municipal sanitary sewerage system, a municipal water system, and a municipal stormwater system (collectively, 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.

The Village/Utility District is undertaking the construction project (the “Project”) described in attached Exhibit B. As a part of the Project, the Village/Utility District wishes to acquire from Owner the Permanent Easement described herein and in attached Exhibit C. This present Agreement is being entered into by the above-named parties for such purposes.

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. Permanent Easement Rights. Owner grants to the Village/Utility District the following Permanent Easement and related easement rights on and over that portion of the Owner’s Property described in attached Exhibit C (the “Easement Area”). These below-described easement rights are being granted by the Owner to the Village/Utility District even though the Village/Utility District does not have any present plans to exercise all of the said

easement rights, but may do so in the future. The permanent easement rights being granted by the Owner to the Village/Utility District are as follows:

- A. Sanitary Sewer. The right to construct, install, operate, repair, maintain, and replace sanitary sewer mains and related infrastructure in the Easement Area; and
  - B. Water. The right to construct, install, operate, repair, maintain, and replace watermains and related infrastructure in the Easement Area; and
  - C. Stormwater. The right to construct, install, operate, repair, maintain, and replace stormwater facilities and related infrastructure in the Easement Area; and
  - D. Roadway. The right to construct, install, operate, repair, maintain, and replace a public roadway and related infrastructure in the Easement Area; and
  - E. Other Utilities. The right to allow other utilities (such as, but not limited to, natural gas, electrical, and telecommunication utilities) to construct, install, operate, repair, maintain, and replace their own respective utilities and related infrastructure in the Easement Area.
  - F. Grades. The right to change the slopes and grades of the Easement Area, so that the same blend in with and conform to the slopes and grades of the Owner's Property.
3. Exercise of Easement Rights by the Village/Utility District. To the extent the Village/Utility District, in its sole discretion, deems it necessary for the exercise of its easement rights granted under this Agreement, the Village/Utility District may enter the Easement Area at any time(s) as the Village/Utility District and its officials, employees, consultants, contractors, and/or agents or representatives may desire, and may remove from the Easement Area any structure, object, material, or any other obstructions, and/or any trees, bushes, 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, at its own cost and expense, finish-grade and grass-seed the disturbed portion of the Easement Area as described in above Paragraph No. 2 of this Agreement.

4. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the Owner from and against all losses, damages, liabilities, demands, causes of action, judgments, and costs and expenses (including actual reasonable attorney fees and costs of litigation), arising, directly or indirectly, out of the use of, activities on, and/or entry onto the Easement Area, whether by members of the public and/or the Village/Utility District (its officials, employees, consultants, contractors, and/or agents or representatives), except to the extent arising out of the negligent and/or intentional conduct of the Owner, and/or Owner's contractors, consultants, representatives, or agents.

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

6. Initial Condemnation Proceedings. In May/June 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.

7. Contingency: Village Board Approval. This Agreement is expressly contingent upon the Village Board for the Village of Caledonia, Wisconsin approving its terms and conditions.

8. 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 Ten Thousand Dollars (\$10,000.00). 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 the laws of the State of Wisconsin. This waiver is a part of the consideration being given by the Owner to the Village/Utility District in this transaction.

9. Governing Law. This Agreement shall be governed by, 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.

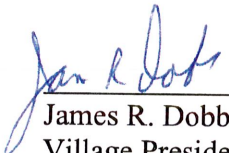
10. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements heretofore made or had between the parties are merged in this Agreement, and this Agreement alone fully and completely expresses the final agreements of the parties.

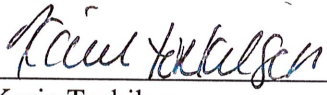


11. Amendments. This Agreement shall not be modified or amended except in a written document signed by the Village/Utility District and the Owner, and then approved by the Village Board of the Village of Caledonia, Wisconsin.

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

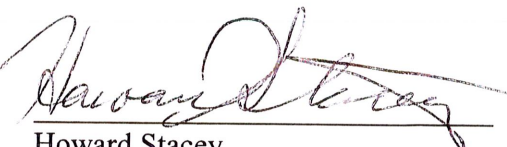
By:   
James R. Dobbs  
Village President

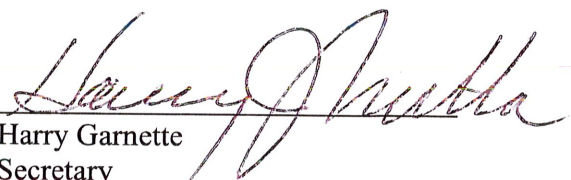
Attest:   
Karie Torkilsen  
Village Clerk

OWNER:

  
Darlene Daines

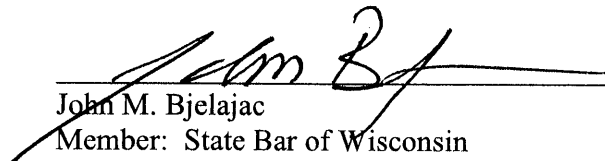
UTILITY DISTRICT:  
The Village of Caledonia Utility  
District

By:   
Howard Stacey  
President

By:   
Harry Garnette  
Secretary

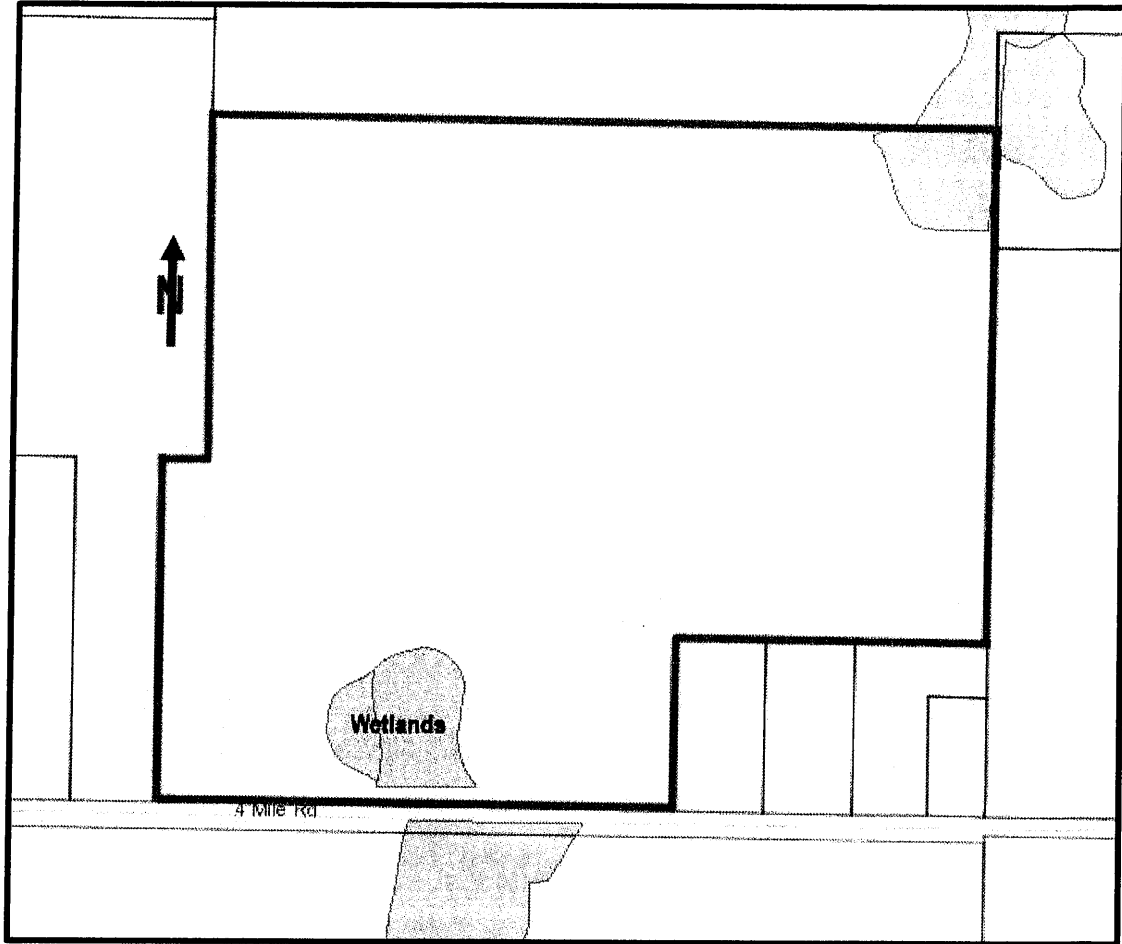
AUTHENTICATION

Signatures of Darlene Daines; 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 Utility District, authenticated this 21<sup>st</sup> day of March, 2019.

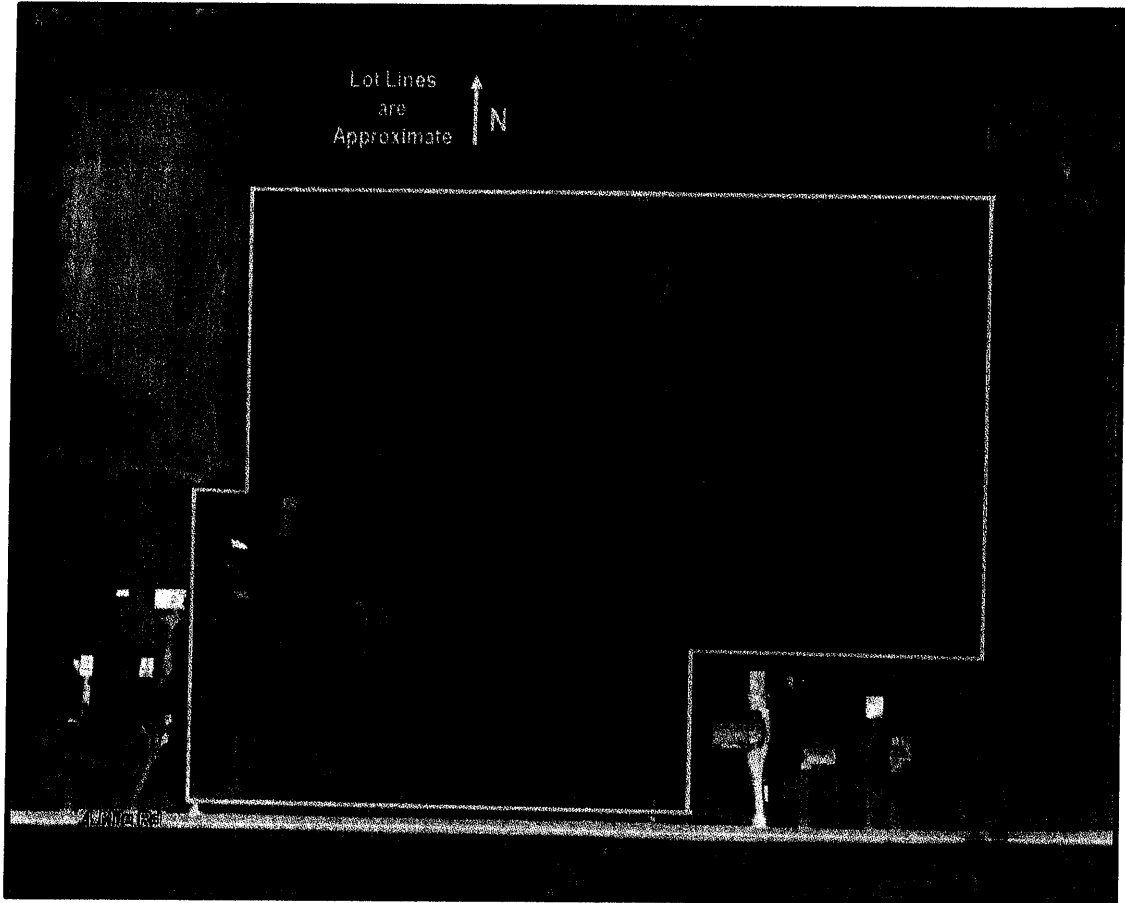
  
\_\_\_\_\_  
John M. Bjelajac  
Member: State Bar of Wisconsin  
State Bar No. 1015325

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  
Utility District)

# PLAT BEFORE ACQUISITION



# AERIAL PHOTOGRAPH



# LEGAL DESCRIPTION BEFORE ACQUISITION

The Southwest 1/4 of the Southeast 1/4 of Section 19, Township 4 North, Range 22 East, EXCEPTING THEREFROM the North 5 acres thereof; ALSO EXCEPTING THEREFROM land conveyed in Deeds 622, Page 589; 755, Page 486; 788, Page 652; and 811, Page 10.

ALSO: The East 11 1/4 acres of the Southeast 1/4 of the Southwest 1/4 of Section 19, Township 4 North, Range 22 East, EXCEPTING THEREFROM lands conveyed in Deeds 621, Page 490; 659, Page 335; 1212, Page 231; 1167, Page 410 and 1167, Page 411. All of said lands being in the Village of Caledonia, County of Racine, State of Wisconsin.

The following is for informational purposes only:

Address: 13010 4 Mile Road

Tax Key No. 104-04-22-19-071-000

## EXHIBIT B

The Village proposes to rebuild Four Mile Road from the East I-94 Frontage Road to County Trunk Highway V (CTH V). As a part of this municipal improvement project, the Village will be extending sanitary sewer service and municipal water into this area. It is to be installed within the right-of-way of Four Mile Road and will service the parcels along Four Mile Road as well as lands to the south of Four Mile Road.

# LEGAL DESCRIPTION OF THE ACQUISITION

## Parcel 6

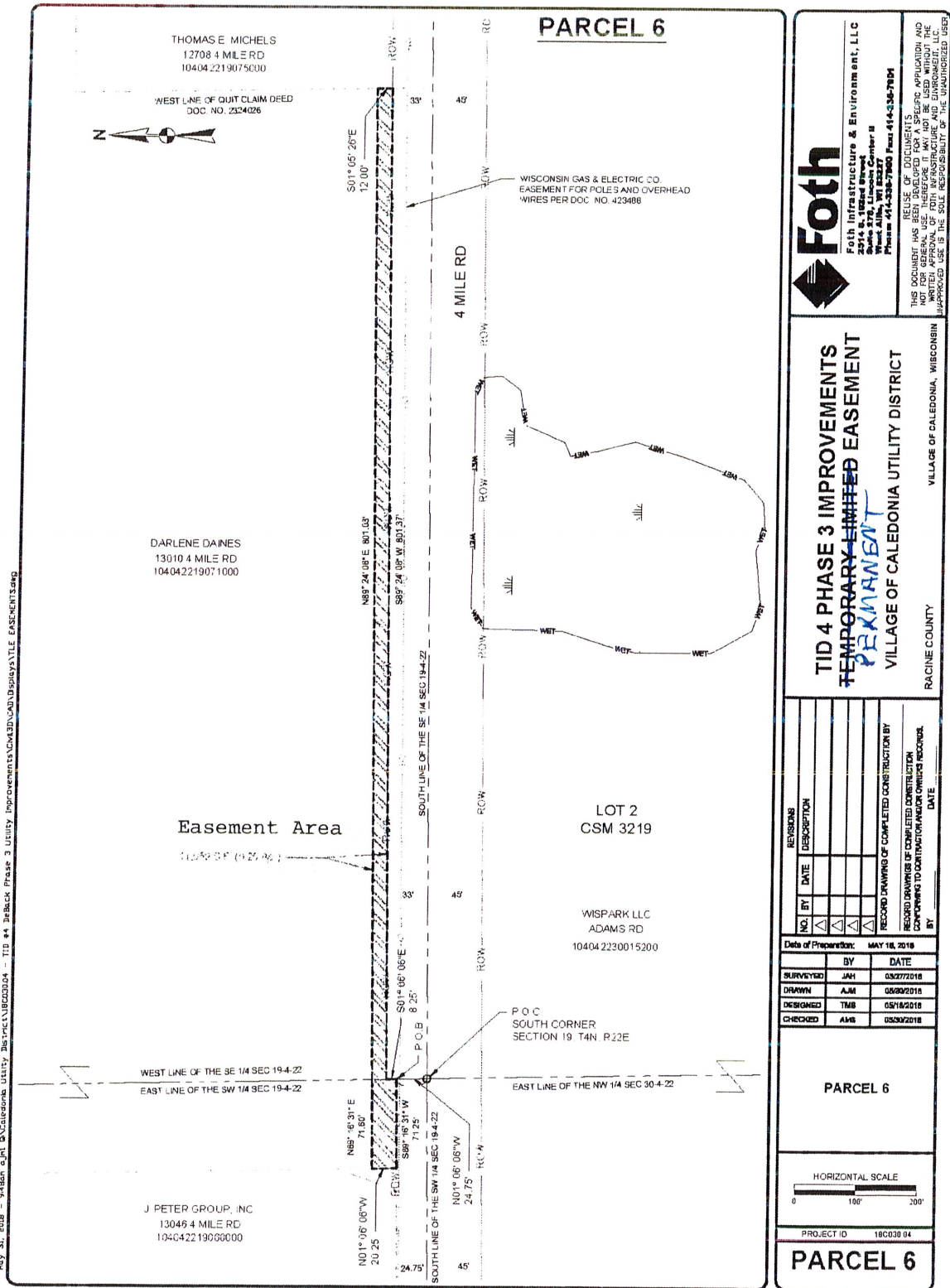
### Easement Area

That part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin described as follows:

Commencing at the south corner of said Section 19; thence N01°06'06"W, 24.75 feet to the north right of way of Four Mile Road and the point of beginning; thence S89°16'31"W along said north right of way, 71.25 feet to the owner's west property line; thence N01°06'06"W along said west property line, 20.25 feet, thence N89°16'31"E, 71.60 feet; thence N89°24'08"E, 801.03 feet to the west property line of the property described in quit claim deed, document number 2324026; thence S01°05'26"E along said west property line, 12.00 feet to the north right of way of Four Mile Road; thence S89°24'08"W along said north right of way, 801.37 feet to the west line of said Southeast 1/4; thence S01°06'06"E along said north right of way and said west line, 8.25 feet to the point of beginning. Containing 11,059 square feet (0.25 acres), more or less.

Owner: Darlene Daines  
Tax Parcel ID No.: 104-042219071000  
Physical Address: 13010 Four Mile Road

# ACQUISITION PLAT



**Foth**  
 Foth Infrastructure & Environment, LLC  
 1000 Lakeshore Blvd. East  
 Suite 575, Lakeville, MN 56001  
 Phone: 763-443-7900 Fax: 763-443-7904

REUSE OF DOCUMENTS  
 THIS DOCUMENT HAS BEEN DEVELOPED FOR A SPECIFIC APPLICATION AND NOT FOR GENERAL USE. ANY WRITTEN APPROVAL OF FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, FOR REUSE OF THIS DOCUMENT IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.

**TID 4 PHASE 3 IMPROVEMENTS  
 TEMPORARY LIMITED EASEMENT  
 PERMANENT**  
 VILLAGE OF CALEDONIA UTILITY DISTRICT  
 RACINE COUNTY  
 VILLAGE OF CALEDONIA, WISCONSIN

NO.	BY	DATE	REVISIONS / DESCRIPTION

RECORD DRAWING OF COMPLETED CONSTRUCTION BY  
 RECORD DRAWING OF COMPLETED CONSTRUCTION  
 CONFORMING TO CONTRACTOR/ANALYST/OWNER RECORDS.  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Date of Preparation: MAY 18, 2018

SURVEYED	BY	DATE
JAH	JAH	03/27/2018
DRAWN	AJM	05/09/2018
DESIGNED	TMB	05/18/2018
CHECKED	AMS	05/09/2018

**PARCEL 6**

HORIZONTAL SCALE  
 0 100' 200'

PROJECT ID 18C030 04

**PARCEL 6**

May 31, 2018 - 9:48am c:\gt\wisconsin\utility\distric\IN\REG0004 - TID 4 - Back Phase 3 Utility Improvements\CALEDONIA\DISPLAY\ATLE EASEMENTS.dwg



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 November 28, 2018, 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 easement, as described in the document to which this Exhibit X is attached. The compensation paid by the Village to the Owner is a total of Ten Thousand Dollars (\$10,000.00).
- 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.



# LANDMARK TITLE OF RACINE, INC.

Title Insurance Abstracts Escrows Closing Service

719 Washington Ave. PO Box 726 Racine, WI 53401 262-632-6262 FAX 262-632-6243

LML-66031

November 28, 2018

## LETTER REPORT SCHEDULE A

We have examined the records relative to the premises described in Schedule B below and find that as of the date of this report the recorded title to said premises subject to the encumbrances and other matters set forth in Schedule B below appears in: Darlene Daines

## SCHEDULE B

Description of Property situated in the County of Racine, State of Wisconsin:

The Southwest 1/4 of the Southeast 1/4 of Section 19, Township 4 North, Range 22 East, EXCEPTING THEREFROM the North 5 acres thereof; ALSO EXCEPTING THEREFROM land conveyed in Deeds 622, Page 589; 755, Page 486; 788, Page 652; and 811, Page 10.

ALSO: The East 11 1/4 acres of the Southeast 1/4 of the Southwest 1/4 of Section 19, Township 4 North, Range 22 East, EXCEPTING THEREFROM lands conveyed in Deeds 621, Page 490; 659, Page 335; 1212, Page 231; 1167, Page 410 and 1167, Page 411. All of said lands being in the Village of Caledonia, County of Racine, State of Wisconsin.

The following is for informational purposes only:

Address: 13010 - 4 Mile Road

Tax Key No. 104-04-22-19-071-000

1. Mortgages, Liens, Agreements, Stipulations:
  - a.) Mortgage from Micheall B. Daines and Darlene Daines, husband and wife to Security Bank S.S.B. in the amount of \$62,500.00 dated September 10, 1991 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 20, 1991 as Document No. 1350961.
  - b.) Mortgage from Darlene Daines, a single person to Peoples Bank in the amount of \$75,000.00 dated August 28, 2015 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 2, 2015 as Document No. 2416704.
2. Construction Liens (for past two years only): NONE
3. Land Contracts, Leases, or Notices of Lis Pendens: NONE
4. Unpaid real estate taxes up to and including those for the year 2017: NONE (Special Assessments - Not Examined)

NOTE: Taxes for the year 2017 in the amount of \$3,102.53, have been paid in full.

5. No Money Judgments, State Income Tax Liens, State Sales and Use Tax Warrants or Federal Tax Liens - Docketed in Racine County, against the following parties only: Darlene Daines

Dated: November 26, 2018 at 08:00 AM

LANDMARK TITLE OF RACINE, INC.

Michael P. Staech

This report does not represent a detailed examination of, or an opinion as to the title to the above described premises. It is a report based on a search of the records of the Register's Office for Racine County. Liability is limited to the amount charged for this search.