

**RESOLUTION NO. 2019-71**  
(8-19-2019)

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
GENERATOR BUILDING EASEMENT AGREEMENT AT 4815 LIGHTHOUSE DRIVE WITH  
THE IMOGENE POWERS JOHNSON 1993 TRUST**

**WHEREAS**, the Caledonia Utility District has identified a Sanitary Sewer Lift Station project at the Lighthouse Drive Lift Station in the Village of Wind Point. The project is proposed to install a generator building and all necessary electrical conduits and infrastructure within the generator building easement. This project is also proposed to remove the Lighthouse Drive Lift Station from the private generator at 4815 Lighthouse Drive; and

**WHEREAS**, the Caledonia Utility District, through its design consultant, has identified the size and location of the generator building easement this is required in order to install the generator building; and

**WHEREAS**, the Caledonia Utility District has had multiple meetings and discussions about this generator building easement with representatives of the Imogene Powers Johnson 1993 Trust; and

**WHEREAS**, the Caledonia Utility District has met and negotiated with the Imogene Powers Johnson 1993 Trust to obtain the generator building easement; and

**WHEREAS**, the Owner, the Imogene Powers Johnson 1993 Trust has executed said Generator Building Easement Agreement 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 Generator Building Easement Agreement 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 Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 19<sup>th</sup> day of August, 2019.

VILLAGE OF CALEDONIA

By:   
James R Dobbs, Village President

Attest:   
Karie Pope, Village Clerk

DOCUMENT NUMBER

GENERATOR BUILDING  
EASEMENT AGREEMENT

Document # **2527355**  
RACINE COUNTY REGISTER OF DEEDS  
August 08, 2019 11:25 AM

*Connie C. Madsen*

CONNIE COBB MADSEN  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00

Pages: 12

RECORDING AREA  
NAME AND RETURN ADDRESS  
VILLAGE OF CALEDONIA  
**ATTN: Anthony A. Bunkelman P.E.**  
5043 CHESTER LANE  
RACINE, WI 53402

*sp-12*

PARCEL IDENTIFICATION NUMBER  
51-192-04-23-27-001-000

(Draft: JMB 6/14/19-A)  
(Incorporating 7/23/19 changes from Atty. Novick)

### GENERATOR BUILDING EASEMENT AGREEMENT

This agreement (“Agreement”) is made and entered into this 24<sup>th</sup> day of July, 2019, by and between:

- a) JOHNSON BANK and HELEN P. JOHNSON-LEIPOLD, as co-trustees of the IMOGENE POWERS JOHNSON 1993 TRUST, dated 12/13/93, with a mailing address of c/o Johnson Keland Management, Inc., 555 Main Street, Suite 500, Racine, Wisconsin 53403, hereinafter referred to as the “Owner”; and
- b) The VILLAGE OF CALEDONIA, WISCONSIN, having its Village Hall located at 5043 Chester Lane, Racine, Wisconsin 53402, and the VILLAGE OF CALEDONIA UTILITY COMMISSION, having its offices located at 333 4½ Mile Road, Racine, Wisconsin 53402, hereinafter jointly and severally referred to as “Caledonia”.

This Agreement is being entered into for the purpose of conveying to Caledonia certain easement rights required to allow Caledonia to construct, install, maintain, repair, and replace a generator building across, under, through, and upon a portion of Owner’s hereinafter-described real property located in the Village of Wind Point, Racine County, Wisconsin.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE ABOVE-NAMED PARTIES, THROUGH THEIR DULY AUTHORIZED UNDERSIGNED OFFICERS OR AGENTS, HEREBY AGREE AS FOLLOWS:

1. Grant of Easement Rights. Owner is the sole owner of fee simple title to the parcel of real property located at 4815 Lighthouse Drive, Racine, Wisconsin 53402 (hereinafter referred to as the “Property”). The rights granted herein shall encumber that limited portion of the Property more particularly described and depicted in attached Exhibit A. Owner hereby grants, conveys, and gives to Caledonia, and its successors and assigns, a permanent easement (hereinafter referred to as the “Permanent Easement”) across, under, through, and upon that portion of the Property depicted and described as the “Permanent Easement” in Exhibit A (the “Permanent Easement Area”).

2. Use of Easement Area. The above-described Permanent Easement is granted for the purpose of allowing Caledonia to construct, install, inspect, operate, maintain, repair, and/or replace a generator building (the “Building”), as a part of its municipal sanitary sewer system, along with electrical conduits and related infrastructure across, under, through, and upon the Permanent Easement Area, all at Caledonia’s sole cost and expense. The purpose of the Building, and the new generator inside of the Building, is to ensure the operation of the sanitary sewer lift station to which it is connected. Caledonia shall keep the Building and Permanent Easement Area in a good condition and repair and in an aesthetically pleasing condition, and free of any litter, garbage, or debris, all at Caledonia’s sole cost and expense. The Building shall have the appearance and specifications as shown in attached Exhibit B. The Permanent Easement Area shall be landscaped by Caledonia and Caledonia shall continuously maintain such landscaping, all at its own cost and expense, all as described in attached Exhibit C.

3. Access to Easement Area. Caledonia, and/or its officials, employees, contractors, engineers, consultants, and agents are hereby given the permanent right to go upon and enter the

Permanent Easement Area, at such times as it/they may reasonably see fit, for the purpose of exercising Caledonia's easement rights granted herein.

4. No Unreasonable Impediment of Easement Rights. The Owner, and its successors and assigns, shall not (itself, or through any third party) construct any type of structure and/or place any type of object or materials over, under, on, or upon the Permanent Easement Area, and shall not impede or obstruct the exercise of the easement rights granted hereunder.

5. Removal of the Connection to the Existing Generator. Not later than June 30, 2020, but upon not less than thirty (30) Days prior written notice to Owner, Caledonia shall, at its own cost and expense, disconnect the existing generator from the Owner's Property, and then promptly restore any areas of the Owner's Property that may be disturbed or damaged during the course of undertaking such actions to their previously-existing condition. Caledonia shall be allowed to abandon any underground wiring related to such present connection in place. Upon removal of the existing generator from Owner's Property, Owner shall have no further obligations to Caledonia, or any other party whatsoever, to provide or accommodate the provision of electric power, backup or otherwise, from the Owner's Property.

6. Installation of the Building. The installation of the Building will require the removal of the existing trees and vegetation described in attached Exhibit D. The landscaping described in attached Exhibit C will be in lieu of these removed trees/vegetation. The existing metal fence located on Owner's Property will have to be temporarily removed during the construction and installation of the Building and its related infrastructure, and will then be reinstalled at its original location and in its original condition promptly upon the completion of such construction/installation. All of these actions shall be done by Caledonia and/or its contractors, in a good and workmanlike manner, at Caledonia's own cost and expense.

7. Indemnification by Caledonia. To the fullest extent permitted by applicable law, Caledonia hereby agrees to indemnify, save, and hold harmless the Owner, and its Trustees, beneficiaries, and residents of the Property, and each of their respective heirs, successors, and assigns (collectively, the “Indemnified Parties”) from and against all claims, judgments, costs, damages, expenses, actions, losses, penalties, fees, fines, demands, suits, proceedings, liabilities, or obligations of any kind or nature whatsoever, including reasonable actual attorney fees, incurred or sustained by or claimed or charged against the Owner or any Indemnified Parties, caused by, connected with, or arising, directly or indirectly, wholly or in part, from any exercise by Caledonia of its rights under this Agreement (including construction activities), Caledonia’s access to or entrance upon the Permanent Easement Area or any other part of the Property, or the failure of Caledonia to observe the covenants of this Agreement, including, but not limited to, any injury to, or death of, any persons, or any damage to or destruction of any property, excepting, however, any claims or actions to the extent caused by the gross negligence or willful misconduct of the Owner and/or the Indemnified Parties.

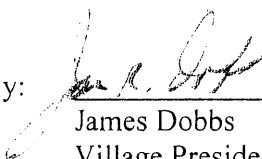
8. Runs With the Land. This Agreement shall forever run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their successors or assigns; provided, however, that if Caledonia permanently ceases use of or otherwise abandons all use of the Building, then it shall remove the Building and restore the damaged or disturbed area of the Permanent Easement Area by finish grading and seeding the same with grass seed, all at Caledonia’s sole cost and expense. This Agreement shall then be deemed automatically terminated. Caledonia shall, at its cost and expense, then prepare and record a document with the Office of the Racine County Register of Deeds that memorializes such termination.


9. Trustee Exculpation. This Agreement is executed and made by Johnson Bank and Helen P. Johnson-Leipold, not personally or individually, but solely as trustee as aforesaid, and it is expressly understood and agreed by Caledonia that each and every covenant, representation, warranty, undertaking, and agreement of Owner in this Agreement are not made or intended as personal covenants, representations, warranties, undertakings, or agreements of Johnson Bank or Helen P. Johnson-Leipold, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against, Johnson Bank or Helen P. Johnson-Leipold, on account of any covenants, representations, warranties, undertakings, or agreements in this Agreement, express or implied, all such personal liability, if any, being hereby expressly waived and released.

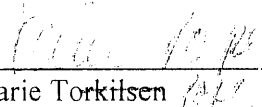
IN WITNESS WHEREOF, the above-named parties, either personally or through their duly authorized undersigned officers/agents, have executed this Agreement as of the date indicated above.


CALEDONIA:  
Village of Caledonia

OWNER:  
Johnson Bank and Helen P. Johnson-Leipold,  
as co-trustees of the Imogene Powers Johnson  
1993 Trust, Dated 12/13/93

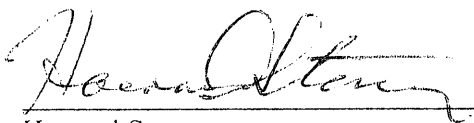
By:   
James Dobbs  
Village President

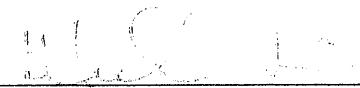
By:   
Helen P. Johnson-Leipold

Attest:   
Karie Torkilsen  
Village Clerk

By: Johnson Bank  
  
By: Joseph Maier  
Senior Vice President

Village of Caledonia Utility Commission

By:   
Howard Stacey  
Utility Commission President

Attest:   
Michael Pirk  
Utility Commission Secretary



ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF RACINE )

Personally came before me this 7<sup>th</sup> day of August, 2019 the above-named James Dobbs and Karie ~~Forkisen~~<sup>Forkisen</sup>, President and Clerk, respectively, of the Village of Caledonia; and Howard Stacey and Michael Pirk, President and Secretary, respectively, of the Village of Caledonia Utility Commission; to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Anthony A. Binkelman  
Notary Public, Racine County, Wisconsin  
My commission July 26, 2023

ACKNOWLEDGEMENT

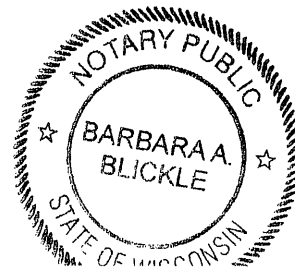
STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF RACINE )

Personally came before me this 27<sup>th</sup> day of July, 2019 the above-named Helen P. Johnson-Leipold, co-trustee, and Joseph Maier, Senior Vice President of Johnson Bank, co-trustee of the Imogene Powers Johnson 1993 Trust, dated 12/13/93, to me known to be the co-trustees of the said Trust, and the persons who executed the foregoing instrument and acknowledged the same.

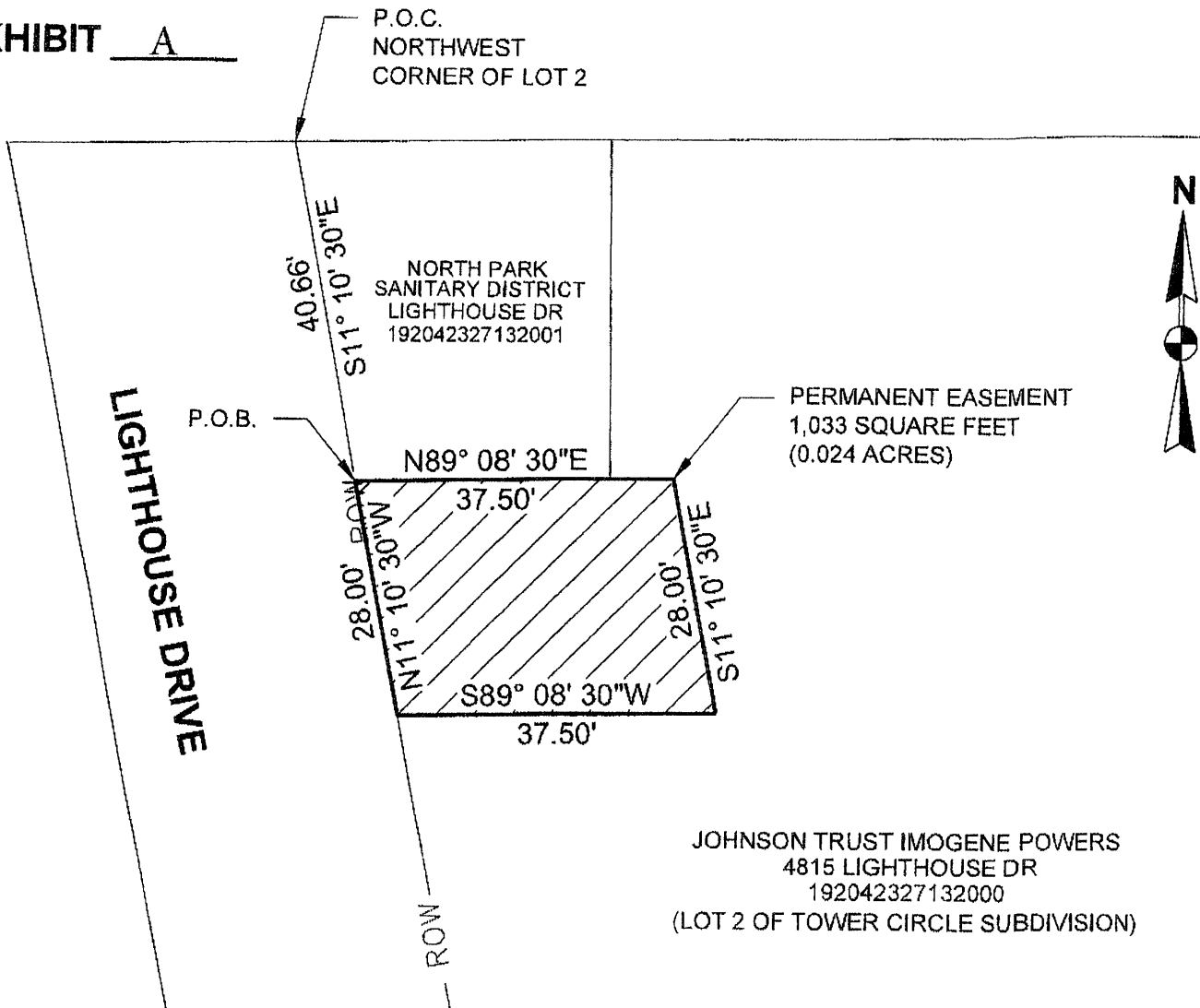
Barbara A. Blickle  
Notary Public, Racine County, Wisconsin  
My commission: August 27, 2023

This document drafted by:  
Attorney John M. Bjelajac  
State Bar 1015325  
BJELAJAC & KALLENBACH  
601 Lake Avenue, PO 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 Commission

Return to:  
Attorney John M. Bjelajac  
BJELAJAC & KALLENBACH  
601 Lake Avenue  
Post Office Box 38  
Racine, Wisconsin 53401-0038



**EXHIBIT A**



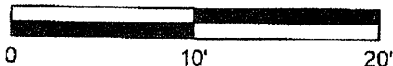
**LEGAL DESCRIPTION OF PERMANENT EASEMENT**

That part of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 4 North, Range 23 East, Village of Wind Point, Racine County, Wisconsin more particularly described as follows:

Commencing at the northwest corner of Lot 2 of Tower Circle Subdivision, a recorded subdivision plat in the Village of Wind Point and the northwest corner of the North Park Sanitary District property, thence S11°10'30"E along the west line of said Lot 2 and said District property also being the east right of way line of Lighthouse Drive, 40.66 feet to the southwest corner of said District property and the point of beginning; thence N89°08'30"E along the south line and extension of said District property, 37.50 feet; thence S11°10'30"E, 28.00 feet; thence S89°08'30"W, 37.50 feet to the east right of way line of Lighthouse Drive; thence N11°10'30"W along said east right of way line, 28.00 feet to the point of beginning. Containing 1,033 square feet (0.024 acres), more or less.

**EASEMENT EXHIBIT**

SCALE:



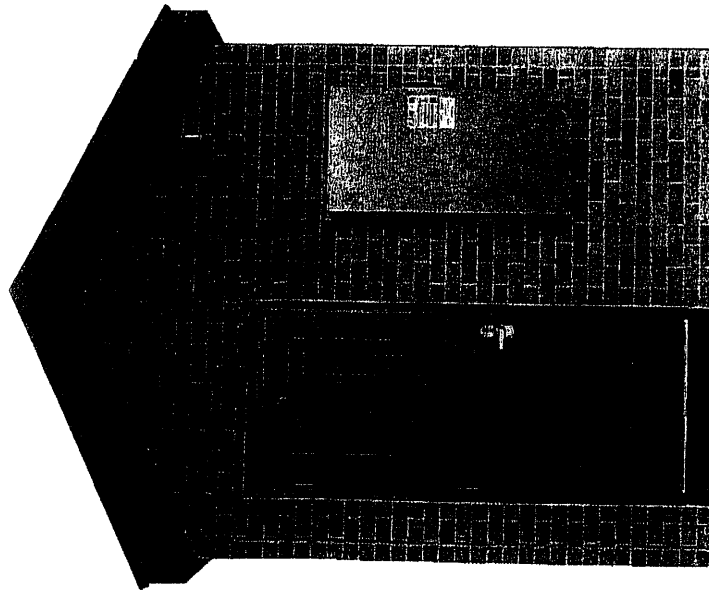
**Foth Infrastructure & Environment, LLC**  
 2514 S. 102nd Street  
 Suite 278, Lincoln Center II  
 West Allis, WI 53227  
 Phone: 414-336-7900 Fax: 414-336-7901



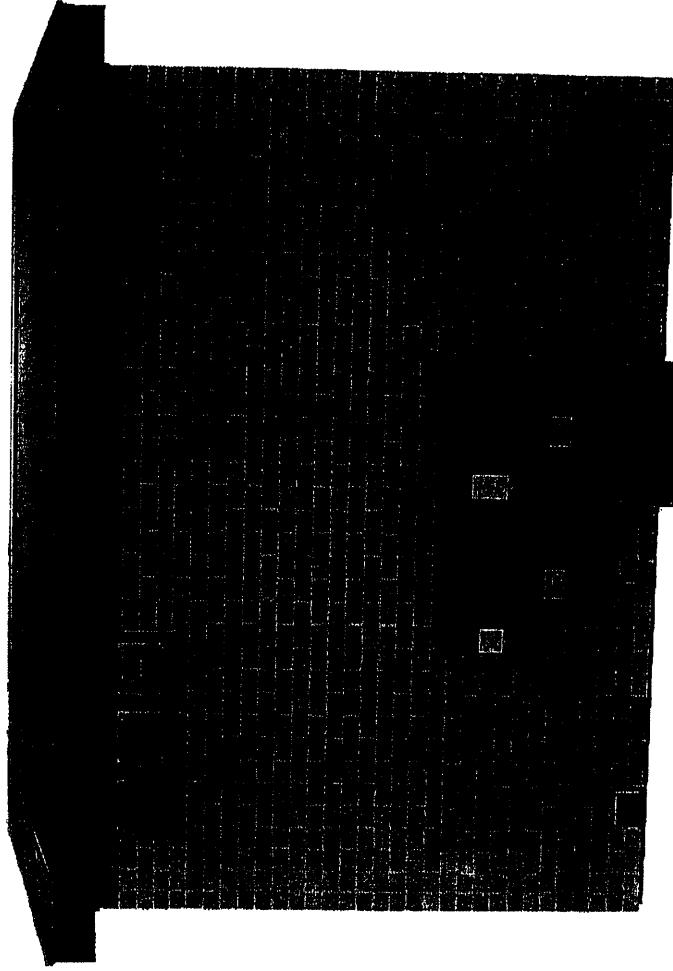
**OWNER SELECTED EXTERIOR**

Arrow Theme: Hiawatha III  
Steel Roof, Trim, and Door: Rolex Brown  
Faux-Brick Exterior: Canyon Brick

EXHIBIT B



**END VIEW**  
(Example)



**SIDE VIEW**  
(Example)

# EXHIBIT C

LIGHTHOUSE DRIVE

EXISTING LANDSCAPE WALL

NVS

UTILITY PARCEL

EXISTING FENCE

LIFT STATION

PROPOSED BUILDING

BROWN HARDWOOD MULCH WITH FABRIC




EASEMENT

EXISTING UTILITY DRIVEWAY

APPROXIMATE ACCESS ASPHALT DRIVE

**LANDSCAPING NOTES:**

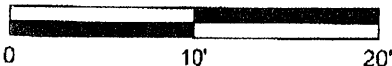
MULCH IN BED SHALL BE BROWN SHREDDED BARK MULCH

-  COLOUR ARBOR VITAE
-  ANNABELLE HYDRANGEA
-  JAPANESE YEWS



**LANDSCAPE PLAN**

HORIZONTAL SCALE:



APRIL 2018

# EXHIBIT D

LIGHTHOUSE DRIVE

EXISTING LANDSCAPE WALL

NVS

UTILITY PARCEL

EXISTING FENCE

LIFT STATION

PROPOSED BUILDING

TREE REMOVAL (3)

EASEMENT

EXISTING UTILITY DRIVEWAY

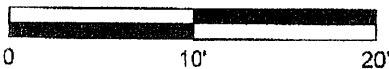
APPROXIMATE ACCESS ASPHALT DRIVE

ROW



**TREE REMOVAL**

HORIZONTAL SCALE:



APRIL 2019