

**RESOLUTION NO. 2020-100**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE AN AGREEMENT TO ALLOW PRIVATE CONSTRUCTION OF SANITARY SEWERS AND WATERMAINS BY THE DEVELOPER FOR THE BEAR COUNTRY HOLDINGS, LLC DEVELOPMENT PROJECT – 8425 STATE TRUNK HIGHWAY 38**

**WHEREAS**, Bear Country Holdings, LLC, has received approval for an expansion project for Jellystone Park located at 8425 State Trunk Highway 38. As part of the approval, Bear Country Holdings was required to connect to the Municipal Sanitary Sewer and Watermain Systems. To connect to the Municipal Sanitary Sewer and Watermain Systems, the Caledonia Utility District was required to extend the systems to the Bear Country Holdings, LLC Property. As a condition of extending the systems, Bear Country Holdings LLC shall pay the Caledonia Utility District its portion of the costs to extend the systems. In addition, once the systems are extended to the property, Bear Country Holdings will have a contractor install private sanitary sewer and watermain systems within the property to serve the development.

**WHEREAS**, the Agreement details the cost for extending the sanitary sewer and watermain for the development which shall be paid by Bear Country Holdings, LLC.

**WHEREAS**, the Agreement details the inspection process for the private sanitary sewer and watermain within the development.

**WHEREAS**, the Owners of Bear Country Holdings LLC and their contractors Beaudry Services, Inc. and Musson Brothers, Inc. have executed said Agreement on October 22, 2020.

**WHEREAS**, the Caledonia Utility District will authorize the President & Secretary of the Caledonia Utility District to execute the Agreement at their December 2, 2020 meeting.

**WHEREAS**, the President and Clerk of the Village need to execute the Agreement for it to be recorded.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the execution of the 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 Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 2nd day of November 2020.

VILLAGE OF CALEDONIA

By: James R Dobbs  
James R Dobbs, Village President

Attest: Karie Pope  
Karie Pope, Village Clerk

AGREEMENT TO ALLOW PRIVATE CONSTRUCTION OF  
SANITARY SEWERS AND WATERMAINS  
BY THE DEVELOPER FOR THE  
BEAR COUNTRY HOLDINGS, LLC DEVELOPMENT PROJECT

This agreement (“Agreement”) is made and entered into by and between:

- a) BEAR COUNTRY HOLDINGS, LLC, being a Wisconsin limited liability company, with offices located at 8425 State Road 38, Caledonia, Wisconsin 53108 (hereinafter referred to as “Developer”); and
- b) BEAUDRY SERVICES, INC., being a Wisconsin corporation with offices located at 1522 Pearl Street, Waukesha, Wisconsin 53186, and MUSSON BROTHERS, INC., being a Wisconsin corporation, with offices located at 4215 North 124<sup>th</sup> Street, Brookfield, Wisconsin 53005, (such two entities hereinafter jointly and severally referred to as the “Contractor” in the singular tense); and
- c) The VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT and the VILLAGE OF CALEDONIA WATER UTILITY DISTRICT, being two 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” and/or “District” in the singular tense); and
- d) 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”).

## Introduction

The Village, through the respective two utility districts noted above, owns and operates a municipal sanitary sewerage system and a municipal water system (hereinafter collectively referred to as the "District System" and/or separately as the "District Sewer System" or "District Water System").

Developer 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.

Developer wishes to develop its Property (the "Development") as outlined and described in the below-described engineering plans (the "Developer Plans") created by the Sigma Group, a Wisconsin corporation with offices located at 1300 West Canal Street, Milwaukee, Wisconsin 53233. As a part of the Development, the Developer wishes to contract directly with the Contractor for the purpose of constructing and/or replacing the sanitary sewerage system and/or the watermain system in the Development (hereinafter collectively referred to as the "Development System" and/or separately as the "Development Sewer System" or "Development Water System").

Once constructed by the Contractor and approved by the District, the Development System will continue to be owned privately by the Developer (except for the hereinafter-described water meter, strainer, meter pit, and watermain bypass), but connected to the District System.

The ordinances of the Village of Caledonia allow and permit the Developer to directly contract with the Contractor to build and construct the Development System (hereinafter collectively referred to as the "Developer Construction Project"), provided that the Developer Construction Project is undertaken and done pursuant to the terms and provisions of this Agreement.

Additionally, as a part of the consideration for the Village and Utility District entering into this Agreement with Developer and Contractor, Developer shall pay to the Village/Utility District, as hereafter described in this Agreement, a portion of the costs to be incurred by the Village/Utility District to (i) construct sanitary sewer mains specific to Jellystone Park, and (ii) to construct watermains along STH 38, all as shown on engineering plans prepared by Foth Infrastructure & Environmental, LLC (“Foth”), a Wisconsin limited liability company with offices located at Lincoln Center II, 2514 South 102<sup>nd</sup> Street, Milwaukee, Wisconsin 53227, and being the consulting civil engineers for the Village and Utility District.

The above-stated sanitary sewer work and the watermain work is being performed by the Village/Utility District, through a public bidding process, as one single construction project (the “Village Construction Project”). The plans prepared by Foth (the “Foth Plans”) for the Village Construction Project (i) describe in detail (as may be unilaterally amended, from time to time, by the Village/Utility District) the Village Construction Project, and (ii) which have been shared with and copies provided to the Developer and Contractor, and (iii) which form the basis for the determination of the portion of the total Village Construction Project costs payable by Developer to the Village/District.

The parties are entering into this Agreement for all of the foregoing 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. Consent of the District. The Village and District hereby grant permission to the Developer and the Contractor to undertake and do the Developer Construction Project for the Development as a private project (as opposed to a Village/District project requiring compliance with the public bidding statutes).

3. Construction Project. The Developer Construction Project shall be undertaken and done by Contractor, and Developer (as between the Developer and the Village/District) shall be solely responsible for the payment of all costs and expenses for the Developer Construction Project. The Contractor and Developer expressly understand and agree that the Village/District will not be liable or responsible in any manner for any of the said costs and expenses of the Developer Construction Project. The Developer Construction Project shall consist of both (i) the installation of new sanitary sewer mains and watermains, and/or (ii) the repair and/or replacement of existing sanitary sewer mains and/or watermains.

4. Compliance With Laws. The Developer Construction Project shall be undertaken and done in full compliance with:

- a) The terms and provisions of the Agreement;
- b) All applicable governmental laws, rules, regulations, statutes and ordinances; and
- c) All directives, rules and regulations of the Village and District, and its Village Administrator, Village Utility Director, Utility Manager, officers, and authorized employees and agents (including, but not limited to, the engineers of the District);  
and
- d) All drawings, plans or diagrams required by and approved by the District and/or Village;

- e) The timely payment of all required sanitary sewer connection fees, water impact fees, and any other fees/charges required under the ordinances of the Village.

5. Approval of Plans. Prior to any work being done on the Developer Construction Project, (i) the Developer shall first obtain the written approval from the District's engineers of all of the specifications, drawings, blueprints, diagrams and plans for the Developer Construction Project (the "Developer Plans"), and (ii) the Contractor shall first have a Pre-construction meeting with the District's engineers regarding the Developer Construction Project. The Plans shall be of a type and format, and have such content, as the District's engineers may require. Additionally, the Developer Plans shall also be submitted to the District's engineers in an electronic format approved by the District's engineers. Developer and Contractor expressly understand and agree that the Development System shall be constructed and done in strict compliance with the Developer Plans approved by the District's engineers.

6. Inspections: In General. The Developer Construction Project shall be inspected by the District's engineers and the Village's Commercial Plumbing Inspector, and all costs of such inspections shall be paid for by Developer.

7. Inspections: By the District's Engineers. The inspections to be done by the District's engineers shall primarily include, but not necessarily be limited to:

- a) The installation of all sanitary sewer mains and manholes in the Development System;
- b) The connection to and/or tapping of the sanitary sewer mains for all sanitary sewer laterals in the Development System;
- c) The repair and/or rehabilitation of all existing sanitary sewer mains and/or manholes in the Development System;

- d) The installation of all watermains, associated hydrants, and valves; and
- e) The connection to and/or tapping of the watermains for all water laterals.

8. Inspections: By the Village's Commercial Plumbing Inspector. The inspections to be done by the Village's Commercial Plumbing Inspector shall primarily include, but not necessarily be limited to:

- a) The installation of sanitary sewer laterals to the individual campsites, from the connection at the sanitary sewer main to the terminus at the campsite.
- b) The installation of the water laterals to the individual campsites, from the connection at the watermains to the terminus at the campsite.

9. Inspection Logistics. The Contractor shall provide to the District its work schedule (the "Work Schedule") for the Developer Construction Project prior to any work on the Developer Construction Project being undertaken, such Work Schedule (i) to specify the times, dates and type of work to be performed, and (ii) have a format and content satisfactory to the District's engineers. The Work Schedule shall not be increased or expanded in time or scope of work without first providing to the District's engineers at least 48 hours prior written notice of such changes to the Work Schedule. Developer and Contractor understand that it is the intent of the District to have one or more inspectors at the construction site at all times that work on the Developer Construction Project is being performed. The District Engineers and/or their inspector(s) at the construction site shall have the full right and authority to stop work on the Developer Construction Project whenever they believe that any such work or materials are not in compliance with the approved Developer Plans for the Developer Construction Project, and in such event the Contractor shall then immediately cure any such failure of compliance before proceeding with any other work on the Developer Construction Project. Notwithstanding the foregoing right and authority granted to the

District's engineers (to stop the Developer Construction Project in the event of a failure of compliance with the approved Developer Plans), the parties to this Agreement expressly understand and agree that, as between the parties to this Agreement, the Contractor and/or Developer shall be the sole parties responsible for (i) all safety measures required for the Developer Construction Project, and (ii) the direction of all laborers and personnel doing the work on the Developer Construction Project (except for the inspector(s) hired by the District's engineers and the Village's Commercial Plumbing Inspector), and (iii) all means and methods required to do the Developer Construction Project, and (iv) the timely and proper completion of the Developer Construction Project pursuant to the terms and provisions of this Agreement. The Contractor shall provide a copy of the Work Schedule to the Village's Commercial Plumbing Inspector at the same time the said Work Schedule is provided to the District's engineers. Additionally, however, since it is anticipated that the Commercial Plumbing Inspector will not be onsite at all times, as will be the inspector(s) for the District's engineers, the Contractor shall further make a special further contact to the Commercial Plumbing Inspector, at least forty-eight (48) hours prior to Contractor performing the work described in above Paragraph No. 8, so that the Commercial Plumbing Inspector can learn, with some certainty, about the said work planned to be performed after the said 48-hour further special notice to the Commercial Plumbing Inspector. In all matters pertaining to the inspections performed by the Village's Commercial Plumbing Inspector, he/she shall have all of the same powers, rights, and entitlements afforded to the inspectors for the District's engineers in this Agreement.

10. One-Year Guarantee. The Developer hereby guarantees to the Village and District that all work and materials furnished and performed on and for construction of the Development System shall be free from defects for a period of One (1) Year from the date on which the



Development System is fully completed. This one-year guarantee, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Developer's and/or Contractor's duties under this Agreement to construct the Development System in strict compliance with the approved Developer Plans for the same. In the event any defect(s) is discovered during such One-year time period, the Village and/or District shall notify the Developer in writing, and the Developer shall cause such defect(s) to be corrected within Thirty (30) calendar days (or within such shorter period designated by the Village and/or District if the public health and safety so require). If the Developer shall fail to do so within such 30-day time period (or if the public safety sooner requires the remedied work to be done and the Developer is not able to timely do so), then the Village and/or District may cause such defect(s) to be corrected, with the Developer being liable to the Village and District for any costs incurred by the Village and/or District in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work. If, however, (i) the defect(s) to be corrected is not such that public health and safety concerns require sooner action by the Developer and/or the Village and/or District as described above, and (ii) the defect(s) to be corrected is such that it cannot be reasonably corrected within the said 30-day time period, then the Developer shall be in compliance with the provisions of this present paragraph if the Developer, in good faith, commences the curing/correcting of the defect(s) within the said 30-day time period, and thereafter diligently continues such curing/correcting until the defect(s) is cured and corrected.

11. Connection to the District System. Upon the full completion of the Development System, and upon the Village Board of Trustees then approving the same in an adopted written resolution regarding the same, the Development System shall be connected to the District System.

12. Contingencies. This Agreement is expressly contingent upon the Developer Plans and the Village Plans being approved by all of the governmental bodies having jurisdiction in the matter. This shall include, but not be limited to, the written approval (with any conditions stated therein being satisfactory to both the Developer and the Village, in their respective sole discretions) of the Milwaukee Metropolitan Sewerage District (and also the State of Wisconsin Department of Natural Resources, if so required under the law).

13. Reimbursement for Costs. The Developer shall, within Thirty (30) Days after receiving a written itemized invoice(s) from the Village and/or District for the same, reimburse and pay to the Village/District all engineering, inspection, administrative and legal costs incurred by the Village/District with respect to the Developer Construction Project. This shall expressly include, but not be limited to, (i) all engineering costs incurred in the review of the Plans for the Developer Construction Project, and (ii) all inspection costs for the Developer Construction Project, and (iii) all legal costs of the Village/District's attorney pertaining to the Developer Construction Project and/or this Agreement, and (iv) all costs incurred for the District's engineers to conduct any final survey(s) and drafting of as-built plans for the Development System. The administrative costs charged by the District shall be an amount equal to Ten Percent (10%) of the total engineering costs and legal costs described above.

14. Payment by Developer for Part of the Costs of the Village Construction Project. On or before the date of April 30, 2019, the Developer shall pay to the Village, by a wire transfer of funds, the sum of Five Hundred Seventeen Thousand Dollars (\$517,000.00) for and as the Developer's contribution toward the cost of the Village Construction Project. Upon receipt of such payment from the Developer, the Village and District shall apply the funds so received from the Developer exclusively to the Village Construction Project. Should there be a failure of timely

payment by the Developer of the above monies payable to the Village, then, in addition to all of the other remedies available to the Village under the law, the Village may exercise the special assessment powers described in below Paragraph 18(c) for the collection of the said failed payment. In the event the actual, as-built costs of the Village Construction Project are less than the project estimates used in the calculation of the above \$517,000.00 payment amount, then the Village shall refund to the Developer a pro rata amount of the said \$517,000.00 payment, in keeping with the pro rata amount of the financial savings on the Village Construction Project. In no event, however, shall the Developer be required to pay to the Village more than the said amount of \$517,000.00 described above for the Village Construction Project.

15. Letter of Credit. For and as security for the payment by Developer of the costs that the Village/District may incur during the one-year guarantee time period described in above Paragraph No. 10 of this Agreement, the Developer shall, on or before April 30, 2019, deliver to the Village/District an irrevocable Letter of Credit, in a form and having content satisfactory to the Village/District, in the amount of One Hundred Thousand Dollars (\$100,000.00). The said Letter of Credit shall (i) be issued by a banking institution satisfactory to the Village/District, and (ii) shall not expire until after the expiration of the said one-year guarantee time period. At the request of the Developer, the Village/District shall, from time to time, release a portion(s) of the amount of the Letter of Credit based on the estimated remaining amount of funds to be paid to the Village/District, as estimated by the District's engineers. At least Twenty Percent (20%) of the original amount of the Letter of Credit, however, shall be retained through the Letter of Credit during the said one-year guarantee time period described above.

16. Insurance. The Developer and Contractor shall, within Ten (10) calendar days after the date of this Agreement, and prior to any work on the Developer Construction Project being

commenced, procure and then maintain during the entire Developer Construction Project policies of insurance that are satisfactory to the Village and District. The Village, the District, the District's engineering firm, and the Developer shall, at the cost and expense of the Developer, be named as additional insureds in such policies of insurance. The Developer shall deliver to the Village/District, within the said 10-day time period described above in this paragraph, a written certificate(s) from the insurer(s) showing such insurance policies to be in effect.

17. Indemnification: Developer shall, and hereby does, agree to INDEMNIFY AND HOLD HARMLESS the Village and District, and their respective officials, consultants, contractors, employees, engineers and/or all other agents, from and against any and all claims, judgments, damages, costs and expenses (including, but not limited to, reasonable actual attorney's fees) and any other liability of any nature whatsoever, that may arise, directly or indirectly as a result of:

- a) The Village and District entering into this Agreement; and/or
- b) The Developer and Contractor undertaking and doing the Developer Construction Project; and/or
- c) The Developer and/or Contractor failing to comply with any of the terms and provisions of this Agreement.

The indemnification obligation undertaken by the Developer and/or the two entities comprising the Contractor under this present Paragraph No. 17 shall only apply to and pertain to the acts of omission and/or commission of each particular individual entity, and not the acts of the said other two entities.

18. Incomplete Developer Construction Project. If the Developer commences the Developer Construction Project (by having the Contractor commence actual excavation work

and/or construction work on site) but then fails for any reason to complete or finish the Developer Construction Project, then it may pursue the following remedies against Developer only:

- a) The Village/District may, at its option:
  - (i) Disconnect the Development System from the Village/District's municipal water and/or municipal sanitary sewer system, and/or not allow any connection; and/or
  - (ii) Undertake whatever work may be necessary to protect and maintain the Development System at its then-existing stage of completion; and/or
  - (iii) Remove part or all of the Development System.
- b) The Developer shall pay to the Village/District all costs incurred by the Village/District in performing any such work.
- c) Without in any manner limiting its available legal remedies, the Village/District may also obtain payment of all such costs through (i) the Letter of Credit described in above paragraph number 15 of this Agreement, and/or (ii) through a levy of special assessments and/or special charges (collectively referred to as the "Special Assessment") by the Village on the Property pursuant to the terms and provisions of Section 66.0703 of the Wisconsin Statutes and/or any other applicable statutes. Developer hereby waives all procedural rights that Developer may have under the laws of the State of Wisconsin with respect to such an imposition of the Special Assessment on the Property for matters required of Developer herein. This waiver includes, but is not limited to, the requirement of a written notice and a public hearing as required under Section 66.0703 of the Wisconsin Statutes and/or any other special assessment statutes.

19. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, except, however, Developer and Contractor may not assign their rights, duties and responsibilities under this Agreement to any other third party without first obtaining the prior written consent of the Village and the District, which consent the Village and/or District may grant or deny in its sole discretion.

20. Grant of Easement. The Developer shall, and hereby does, through this present Agreement, grant to the Village/District a permanent easement (the "Easement") on, over, and under the Property for the purpose of (i) inspecting the Development System, and/or (ii) performing any emergency work on, or with respect to, the Development System, and/or (iii) performing any of its other contractual rights under this Agreement, and/or (iv) performing, and thereafter maintaining, repairing, and/or replacing, the infrastructure of the Village Construction Project that is on, under, or in the vicinity of Developer's Property.

21. 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.

22. Water Meter and Meter Pit. As a part of the Developer Construction Project described above, the Developer and Contractor shall, at the cost and expense of the Developer:

- a) Construct a Meter Pit at the location shown in the Developer Plans, in a manner specifically described and required by the Village/District; and
- b) Install a Water Meter, Strainer, and Watermain Bypass in the Meter Pit, in a manner specifically described and required by the Village/District.


The Village/District shall, at its own cost and expense, provide the Water Meter to be installed in the Meter Pit. The specific Water Meter shall be a Six Inch (6”) Badger Compound Meter. Once the initial Water Meter and Watermain Bypass are installed by the Developer and Contractor in the Meter Pit, then:

- a) Title to the said Water Meter, Strainer, Watermain Bypass, and Meter Pit shall be held by, and such facilities owned by, the Village/District, as a part of the District System; and
- b) The Village/District shall be responsible, at its cost and expense, for the future maintenance, repair, and replacement of the said Water Meter(s), Strainer, Watermain Bypass, and Meter Pit (but in the event it is later determined by the Developer that a larger-sized Water Meter is needed for its Development System, then the Developer shall pay for the cost of such larger Water Meter, its installation, and all related charges and fees).

23. The Contractor. Beaudry Services, Inc. is the general contractor for construction of the Development, and Musson Brothers, Inc. is a subcontractor for the Development project, being hired and retained to construct part and/or all of the Developer Construction Project. Beaudry Services, Inc., however, as the general contractor, shall be responsible and obligated to the Village/District to perform all of the duties imposed upon the “Contractor” under this Agreement (including, but not limited to, the work that Musson Brothers, Inc., as a subcontractor, was hired and retained to perform). Musson Brothers, Inc., however, shall still be directly obligated to the Village/District to timely and fully perform its duties and obligations under this Agreement.

Dated this 22nd day of October, 2020.

DEVELOPER:  
Bear Country Holdings, LLC

By:   
Printed Name: RANDOLPH C ISAACSON  
Title: MANAGING MEMBER

CONTRACTOR:  
Beaudry Services, Inc.


By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Musson Brothers, Inc.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

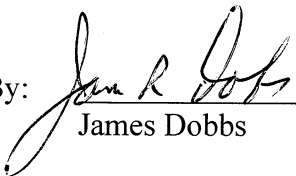
VILLAGE OF CALEDONIA SEWER  
UTILITY DISTRICT, and the


VILLAGE OF CALEDONIA WATER  
UTILITY DISTRICT:

By:   
Howard Stacey  
President

Attest:   
Michael Pirk  
Secretary

VILLAGE OF CALEDONIA, WISCONSIN

By:   
James Dobbs

Attest:   
Karie Pope

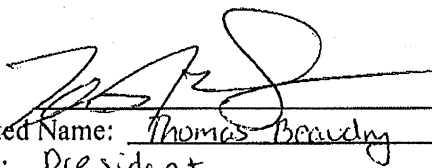


Dated this 22nd day of October, 2020.

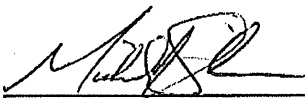
DEVELOPER:  
Bear Country Holdings, LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRACTOR:  
Beaudry Services, Inc.

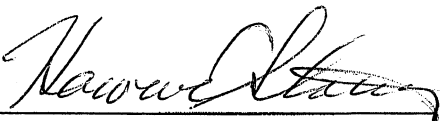
By:   
Printed Name: Thomas Beaudry  
Title: President


Musson Brothers, Inc.

By:   
Printed Name: MICHAEL SIKMA  
Title: PRESIDENT

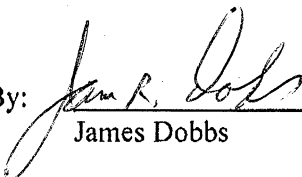
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UTILITY DISTRICT, and the

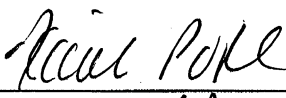
VILLAGE OF CALEDONIA WATER  
UTILITY DISTRICT:

By:   
Howard Stacey  
President

Attest:   
Michael Pirk  
Secretary

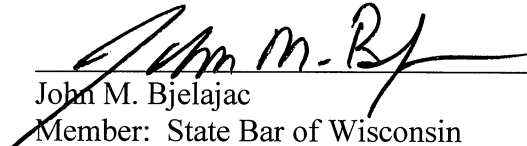
VILLAGE OF CALEDONIA, WISCONSIN

By:   
James Dobbs

Attest:   
Karie Forkilsen POPE

AUTHENTICATION

Signatures of Randolph C. Isaacson and Thomas Beaudry and Michael Sikma; and Howard Stacey, President, and Michael Pirk, Secretary, of the Village of Caledonia Sewer Utility District and the Village of Caledonia Water Utility District; and James Dobbs, President, and Karie Pope, Clerk, of the Village of Caledonia, authenticated this 11 day of December, 2020.

  
\_\_\_\_\_  
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  
(262)633-9800  
(Attorney for the Village of Caledonia  
Water Utility District and  
Sewer Utility District)

## EXHIBIT A

That part of the Northwest, Southwest and Southeast Quarters of Section 4, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, bounded and described as follows:

Commence at Southwest corner of the Northwest  $\frac{1}{4}$  of said Section 4; thence North  $89^{\circ} 37' 17''$  East, 50.00 feet along the south line of said Northwest  $\frac{1}{4}$  section to the point of beginning of this description; thence North  $0^{\circ} 21' 16''$  West, 1303.78 feet; thence North  $89^{\circ} 34' 44''$  East, 1773.67 feet; thence South  $0^{\circ} 28' 16''$  East, 1305.10 feet to the south line of said Northwest  $\frac{1}{4}$  section; thence North  $89^{\circ} 37' 17''$  East, 819.44 feet along said south line to the center of said Section 4 and to the northwest corner of Certified Survey Map No. 1331; thence South  $0^{\circ} 29' 16''$  East, 349.99 feet along the east line of the Southwest  $\frac{1}{4}$  of Section 4 and along the west line of said Certified Survey Map to the south line thereof; thence North  $89^{\circ} 24' 27''$  East, 900.00 feet along said south line to the east line of said Certified Survey Map; thence North  $0^{\circ} 29' 16''$  West, 349.82 feet along said east line to the north line of the Southeast  $\frac{1}{4}$  of said Section 4; thence North  $89^{\circ} 25' 06''$  East, 421.85 feet along said north line to the east line of the West  $\frac{1}{2}$  of said Southeast  $\frac{1}{4}$  section; thence South  $0^{\circ} 35' 44''$  East, 2648.47 feet along said east line to the south line of said Southeast  $\frac{1}{4}$  section; thence South  $89^{\circ} 33' 40''$  West, 1015.80 feet along said south line; thence North  $0^{\circ} 24' 23''$  West, 534.00 feet; thence South  $89^{\circ} 33' 40''$  West, 311.80 feet to the west line of said Southeast  $\frac{1}{4}$  section; thence South  $0^{\circ} 29' 16''$  East, 534.00 feet along said west line to the South  $\frac{1}{4}$  corner of aforesaid Section 4; thence South  $89^{\circ} 41' 22''$  West, 1323.83 feet along the south line of said Southwest  $\frac{1}{4}$  section to the west line of the East  $\frac{1}{2}$  of said Southwest  $\frac{1}{4}$  section; thence North  $0^{\circ} 28' 03''$  West, 1984.96 feet along said West line; thence South  $89^{\circ} 37' 17''$  West, 1273.12 feet; thence North  $0^{\circ} 26' 49''$  West, 658.62 feet to the point of beginning. Said parcel contains 222.1 acres of land, more or less. Excluding therefrom any land conveyed or dedicated for highway purposes. Subject to the rights of the public over the South 33 feet of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 4 for highway purposes (7 Mile Road).

Tax Key Numbers: 104-04-22-04-017-000, 104-04-22-04-014-000, 104-04-22-04-015-000, 104-04-22-04-016-000, 104-04-22-04-018-000, 104-04-22-04-029-020, 104-04-22-04-028-000