

**SANITARY SEWER EASEMENT
AGREEMENT**

Document Number:

TI INVESTORS OF CALEDONIA LLC

Name and Return Address:

Ryan Schmidt, P.E.

Village of Caledonia

Engineering Department

5043 Chester Lane

Caledonia, Wisconsin 53402

104-04-22-30-038-035

Parcel Identification Number (PIN):

SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement (“Agreement”) is made the _____ day of _____, 2026, by and between **TI INVESTORS OF CALEDONIA LLC**, a Wisconsin limited liability company, with offices at 710 N. Plankinton Avenue, Suite 1200, Milwaukee, Wisconsin 53203, referred to in this Agreement as “Owner”, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the “Grantees”.

RECITALS

- A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described in the Legal Description attached hereto as **Exhibit A** and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the “Property”).
- B. The Village has requested that the Owner grant a Permanent Sanitary Sewer Easement for a sampling manhole over the portions of the Parent Parcel, all as further described herein and as depicted and described in the attached and incorporated **Exhibit B** hereto.
- C. The Village has requested that the Owner grant a permanent access easement (referred to in this Agreement as the “Ingress/Egress Easement) over the Parent Parcel, that will grant to the Village, and their employees, officials, commissioners, contractors, consultants, and agents, pedestrian, vehicular, and construction equipment ingress and egress to and from the public roadways, through the private roadways servicing the Parent Parcel and the Permanent Sanitary Sewer Easement.
- D. The easements are necessary because of the installation of a sanitary sewer sampling manhole to monitor effluent from the property within the Village to serve the Parent Parcel.

AGREEMENT

For the mutual promises contained herein and other good and valuable consideration, the sufficiency of which the parties hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.**

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

reconstructions thereto, together with right to enter, with all necessary and proper workers, equipment, and materials with respect thereto, for conveying sanitary sewer utility service through, on and under the Permanent Sewer Easement Area, together also with the right to excavate and/or refill ditches and/or trenches as necessary, and to remove such trees, bushes, undergrowth and other obstructions as may interfere with the exercise of this Agreement.

2. **Removal of Obstructions.** Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:
 - (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Sanitary Sewer Easement to carry out all monitoring, maintenance, operation, use, construction, cleaning, alteration, repair and replacement activities for the Sampling Manhole.
 - (b) Remove any fences, structures, or improvements located within the Sanitary Sewer Easement to the extent necessary to carry out monitoring, maintenance, operation, use, construction, cleaning, alteration, repair and replacement of the Sampling Manhole.
3. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and their respective successors and assigns. The Village shall cause this Agreement to be recorded in the office of the Register of Deeds for Racine County, Wisconsin.
4. **Non-use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.
5. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.
6. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Racine County, Wisconsin.

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: _____
Howard Stacey, President

BY: _____
Kathleen Trentadue, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____, 2026, the above-named, **Howard Stacey, President** and **Kathleen Trentadue, Secretary**, of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

Name: _____

My Commission expires: _____

Drafted by: Ryan Schmidt, P.E.
Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Lot 5 of Certified Survey Map 3601, being a part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin and being recorded in the Office of the Register of Deeds for Racine County Wisconsin as Document No. 2677634, on the date of May 29, 2024, with Tax Key No. 104-04-22-30-038-035

EXHIBIT B
SANITARY SEWER EASMENT DESCRIPTION & EXHIBIT



GRAPHICAL
SCALE (FEET)



LEGAL DESCRIPTION:

Being part of Lot 5 of Certified Survey Map No. 3601, as recorded in the Register of Deeds office for Racine County as Document No. 2677634, in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 30; thence South 89°35'06" West along the south line of said Section 30, 1061.01 feet; thence North 00°24'54" West, and then along the west right of way line of Carol Road, 1654.88 feet to the Point of Beginning:

Thence South 89°35'06" West, 10.00 feet; thence North 00°24'54" West, 20.00 feet; thence North 89°35'06" East, 10.00 feet to the aforesaid west right of way line of Carol Road; thence South 00°24'54" East along said west right of way line, 20.00 feet to the Point of Beginning.

**20' SANITARY
SEWER EASEMENT**
200 SQ. FT.
0.0046 ACRES

LOT 5
CSM NO. 3601
TAX KEY #
104-04-22-30-038-035

LOT 1
CSM NO. 3552

CAROL ROAD

BAXTER COURT

SW CORNER,
SW 1/4 SEC. 30
T4N, R22E

SOUTH LINE OF THE SW 1/4 SEC. 30, T4N, R22E
S89°35'06"W 2450.31'

SE CORNER,
SW 1/4 SEC. 30
T4N, R22E

Z:\PROJECTS\2020\1912.40-WI\SURVEY\CAD\1912.40 EXHIBIT SANITARY SEWER EASEMENT.DWG

DRAFTED BY: ATS

EXHIBIT

06/05/2026

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 WWW.PINNACLE-ENGR.COM

PEG JOB #1912.40