

Document Number:

STORM SEWER AND DRAINAGE
EASEMENT AGREEMENT
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):

STORM SEWER AND DRAINAGE EASEMENT AGREEMENT:

TI INVESTORS OF CALEDONIA LLC

This Storm Sewer and Drainage 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 Grantees have requested that the Owner grant a permanent easement over those portions of the Property described in attached Exhibit B, hereinafter referred to in this Agreement collectively as the “Storm Sewer and Drainage Easement”. The locations of the Storm Sewer and Drainage Easement with respect to the Property are as shown and described in Exhibit B, which consists of Exhibit B-1 (North Storm Sewer & Drainage Easement) and Exhibit B-2 (Baxter Court Storm Sewer & Drainage Easement).

C. As used in this Agreement, the term “Drainage Facilities” shall mean the Storm Sewer and Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Storm Sewer and Drainage Easement and/or other areas of the Property from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

AGREEMENT

For \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees’ employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, a permanent easement for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Storm Sewer and Drainage Easement, and (iii) for conveying storm waters in, over, across, under, and/or through the Storm Sewer and Drainage Easement and the Drainage Facilities through the Owner’s Property.

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 Storm Sewer and Drainage Easement, and to cut down and remove

or trim all trees, bushes and other vegetation located outside of the Storm Sewer and Drainage Easement that interfere with the installation, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Sewer and Drainage Easement.

- (b) Remove any fences, structures or improvements located within the Storm Sewer and Drainage Easement to the extent necessary to carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Sewer and Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Storm Sewer and Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Storm Sewer and Drainage Easement will not be altered without the written consent of the Grantees.

4. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Sewer and Drainage Easement or said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed.

5. Non-Use. Non-use or limited use of the rights granted to the Grantees in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

6. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

7. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

8. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

9. Recording. Upon the execution of this Agreement by both the Owner and the Grantees, the Grantees shall record this Agreement in the Office of the Racine County Register of Deeds.

10. Contingency: Village Board/Utility District Commission Approval. This Agreement is expressly contingent upon the Village Board for the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission, approving its terms and conditions.

11. 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.

12. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto 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.

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

Signature Page to Follow

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: _____

This Instrument Was Drafted By:
Ryan Schmidt, P.E.
Village Engineer
Village of Caledonia

EXHIBIT A
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 B1
LEGAL DESCRIPTION & EXHIBIT
NORTH STORM SEWER & DRAINAGE EASEMENT

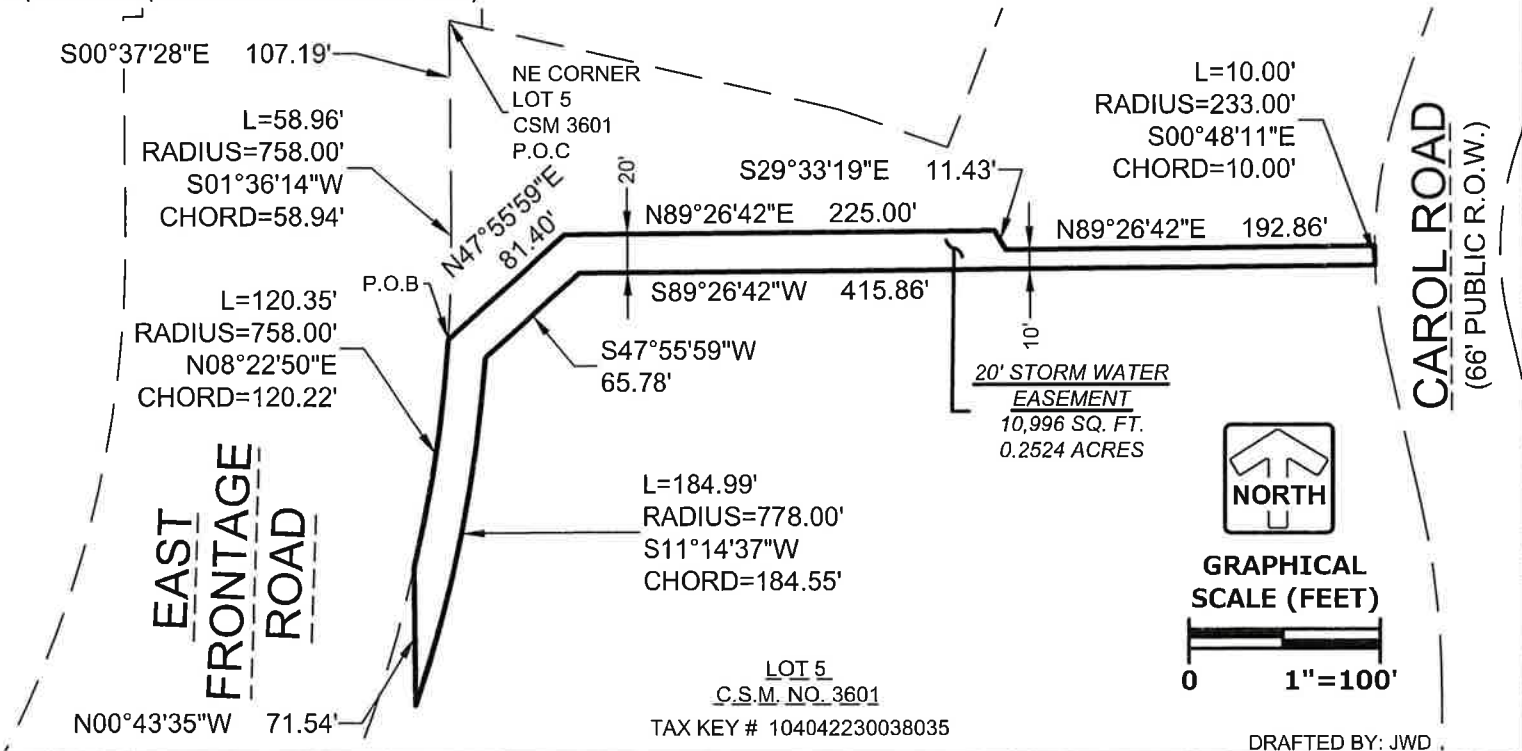
LEGAL DESCRIPTION:

Being a 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, being a part of the Southwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 5 of said Certified Survey Map; thence South 00°37'28" East along the east right of way line of East Frontage Road, 107.19 feet to a point of curvature; thence southwesterly 58.96 feet along the arc of said curve to the left and said east right of way line, whose radius is 758.00 feet and whose chord bears South 01°36'14" West, 58.94 feet to the Point of Beginning.

Thence North 47°55'59" East, 81.40 feet; thence North 89°26' 42" East, 225.00 feet; thence South 29°33'19" East, 11.43 feet; thence North 89°26'42" East, 193.86 feet to the west right of way line of Carol Road and a point on a curve; thence Southeasterly 10.00 feet along the arc of said curve to the right and said west right of way line, whose radius is 233.00 feet and whose chord bears South 00°48'11" East, 10.00 feet; thence South 89°26'42" West, 415.86 feet; thence South 47°55'59" West, 65.78 feet to a point on a curve; thence southwesterly 184.99 feet along the arc of said curve to the right, whose radius is 778.00 feet and whose chord bears South 11°14'37" West, 184.55 feet; thence North 00°43'35" West, 71.54 feet to the aforesaid east right of way line of East Frontage Road, and a point on a curve; thence northeasterly 120.35 feet along the arc of said curve to the left and said east right of way line, whose radius is 778.00 feet and whose chord bears North 08°22'50" East, 120.22 feet to the Point of Beginning.

Said easement contains 10,996 square feet (0.2524 acres, more or less).



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

03/27/2026

PLAN | DESIGN | DELIVER

WWW.PINNACLE-ENGR.COM

PFC IOR#1912 00

LOT 5
C.S.M. NO. 3601
TAX KEY # 104042230038035

DRAFTED BY: JWD

**EXHIBIT B2
LEGAL DESCRIPTION & EXHIBIT
BAXTER COURT STORM SEWER & DRAINAGE EASEMENT**

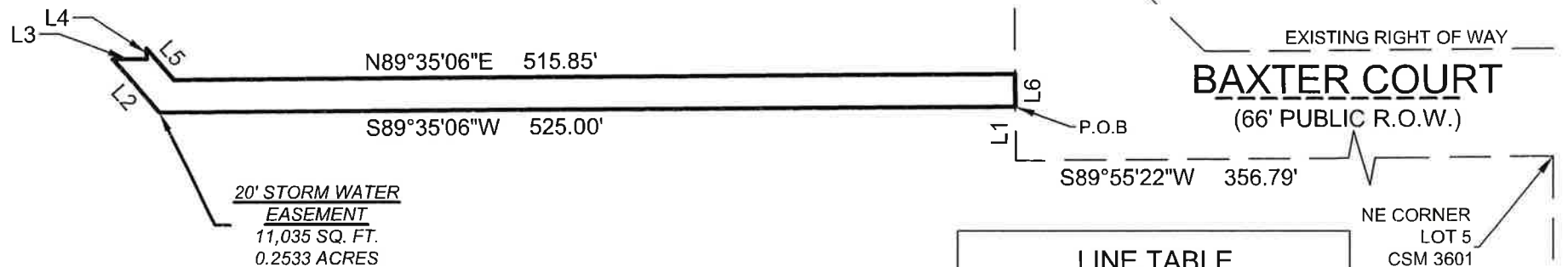
LEGAL DESCRIPTION:

Being a 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, being a part of the Southwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 5 of said Certified Survey Map; thence South 89°55'22" West, along the south right of way line of Baxter Court, 356.79 feet; thence North 00°24'54" West, along the east right of way line of Carol Road, 33.00 feet to the point of beginning;

Thence South 89°35'06" West, 525.00 feet; thence North 41°14'41" West, 43.64 feet; thence North 89°35'06" East, 20.91 feet; thence North 00°43'34" West, 6.43 feet; thence South 41°14'41" East, 25.70 feet; thence North 89°35'06" East, 515.85 feet to the aforesaid east line of Carol Road; thence South 00°24'54" East, 20.00 feet along said east line to the point of beginning.

Said easement contains 11,035 square feet (0.2533 acres, more or less).

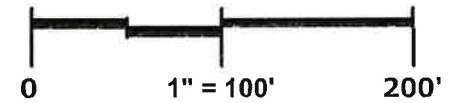


LOT 5
C.S.M. NO. 3601
TAX KEY # 104042230038035

20' STORM WATER EASEMENT
11,035 SQ. FT.
0.2533 ACRES

CAROL ROAD
(66' PUBLIC R.O.W.)

GRAPHICAL SCALE (FEET)



LOT 1
C.S.M. NO. 3552

BAXTER COURT
(66' PUBLIC R.O.W.)

S89°55'22"W 356.79'

NE CORNER
LOT 5
CSM 3601
P.O.C.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N00°24'54"W	33.00'
L2	N41°14'41"W	43.64'
L3	N89°35'06"E	20.91'
L4	N00°43'34"W	6.43'
L5	S41°14'41"E	25.70'
L6	S00°24'54"E	20.00'

DRAFTED BY: SEM

EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

03/20/2026

PLAN | DESIGN | DELIVER

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