

DOCUMENT NUMBER

**SANITARY SEWER EASEMENT
AGREEMENT**

Document # **2694005**
RACINE COUNTY REGISTER OF DEEDS
January 30, 2025 8:23 AM

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

****The above recording information verifies
this document has been electronically recorded****
Returned to Village of Caledonia
Pages: 7

RECORDING AREA NAME AND RETURN
ADDRESS

JENNIFER BASS, VILLAGE CLERK
ATTN: ENGINEERING DEPARTMENT
5043 CHESTER LANE
CALEDONIA, WI 53402

PARCL IDENTIFICATION NUMBER
51-104-04-22-30-038-034

SANITARY SEWER EASEMENT AGREEMENT

This **SANITARY SEWER EASEMENT AGREEMENT** (“Agreement”) is made and entered into by and between **TI CALEDONIA III, LLC**, being a Wisconsin limited liability company with offices located at 710 N Plankinton Avenue, Suite 1200, Milwaukee, WI 53203 (hereinafter referred to as “Owner”); and the **VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT**, being a utility district established by the Village of Caledonia under the laws of the State of Wisconsin with utility district offices located at 5043 Chester Lane, Caledonia, Wisconsin, 53402 and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin being a municipal corporation and village created under the laws of the State of Wisconsin with its Village Hall located at 5043 Chester Lane, Caledonia, Wisconsin, 53402 (hereinafter the Village of Caledonia Sewer Utility and the Village of Caledonia are collectively referred to as “the Village”); as of the 19 day of November, 2024.

RECITALS

- A. Owner is the fee holder of certain real property located in the Village of Caledonia, County of Racine, State of Wisconsin, which is legally described as:

Lot 4 of Certified Survey Map No. 3601, being a part of the Southeast ¼ of the Southwest ¼ 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. 104-04-22-30-038-034 (“Parent Parcel”).

- B. As a part of the approval by the Village of a development of the Parent Parcel, the Village have required the Owner to create, and then construct, at the Owner’s own cost and expense a sanitary sewer system within the area of the Parent Parcel described and depicted in Exhibit A attached hereto and incorporated herein. The said sanitary sewer system, to be constructed by the Owner on the Parent Parcel, shall be constructed in accordance with (i) the Plan documents, diagrams, and specifications, and (ii) the Development Agreement, dated May 5, 2022, that the Owner and the Village previously entered into for the development of the Parent Parcel. A copy of the Plan and the Development Agreement is on file with the Village Clerk and the Public Services Director, at their offices in the Village Hall for the Village of Caledonia. Upon completion of the construction of the sanitary sewer by the Owner on the Parent Parcel, and approval in writing by the Village of Caledonia, the sanitary sewer shall automatically, without any further agreement being required, become (i) dedicated to the Village of Caledonia, and (ii) be a part of the Village of Caledonia municipal sanitary sewer system.
- C. The Village has requested that the Owner grant a Permanent Sanitary Sewer Easement over the portions of the Parent Parcel, all as further described herein and as depicted and described in the attached and incorporated **Exhibit A** hereto.
- D. 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.

- E. The easements are necessary because of the installation of sanitary sewer main improvements to extend sewer services within the Village to serve the Parent Parcel as well as adjacent and other parcels in the surrounding area.

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 A** as the Permanent Sewer Easement ("Permanent Sewer Easement Area"). This grant includes the right to enter, construct, reconstruct, maintain, improve, repair, alter or operate a sanitary sewer 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. **Restoration of Surface.** The Village shall, at the Village's sole cost and expense, restore the surface disturbed by any construction or maintenance of piping or equipment located within the Permanent Sanitary Sewer Easement Area to their condition before the disturbance, but the Village shall not be required to restore or replace any trees, bushes and vegetation within such areas that would interfere with the easement granted hereby.
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.

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.

Dated this 28th day of January, 2025

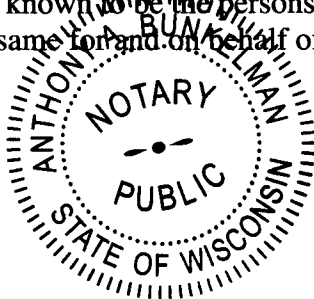
VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston, Village President

Attest: Jennifer Olsen
Jennifer Olsen, Village Clerk
BASS

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this 28th day of January, 2025, the above-named Thomas Weatherston and Jennifer Olsen, the President and Clerk of the Village of Caledonia, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the Village.



Anthony A. Bunkelman
Notary Public, Racine Co., WI
My Commission: July 26, 2027

Dated this 15th day of January, 202~~3~~⁵.

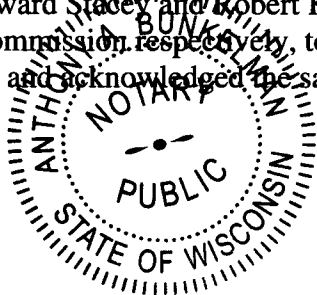
**CALEDONIA SEWER
UTILITY DISTRICT**

By: Howard Stacey
Howard Stacey, President
Caledonia Utility District Commission

Attest: Robert Kaplan
Robert Kaplan, Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this 15th day of January, 202~~3~~⁵, the above-named Howard Stacey and Robert Kaplan, the President and Secretary of the Caledonia, Utility District Commission, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the District.



Anthony A. Bunkelman
Notary Public, Racine Co., WI
My Commission: July 26, 2027

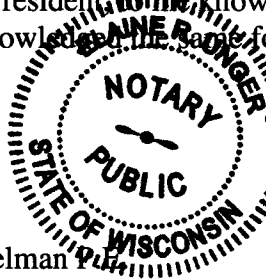
Dated this 19 day of November, 2024.

**OWNER: TI Caledonia III LLC,
BY: Towne Realty, Inc., Manager**

By: Susan K. Laabs
Susan K. Laabs, Vice President

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this 19 day of November, 2024, the above-named Susan K. Laabs, Vice President, to me known to be the person who executed the foregoing instrument and acknowledged the same for and on behalf of said Owner.



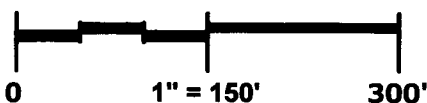
Elaine R. Zingaro
Notary Public, Milwaukee Co., WI
My Commission: expired 4-15-2028

Drafted by: Anthony A. Bunkelman
Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402

BAXTER COURT



GRAPHICAL SCALE (FEET)



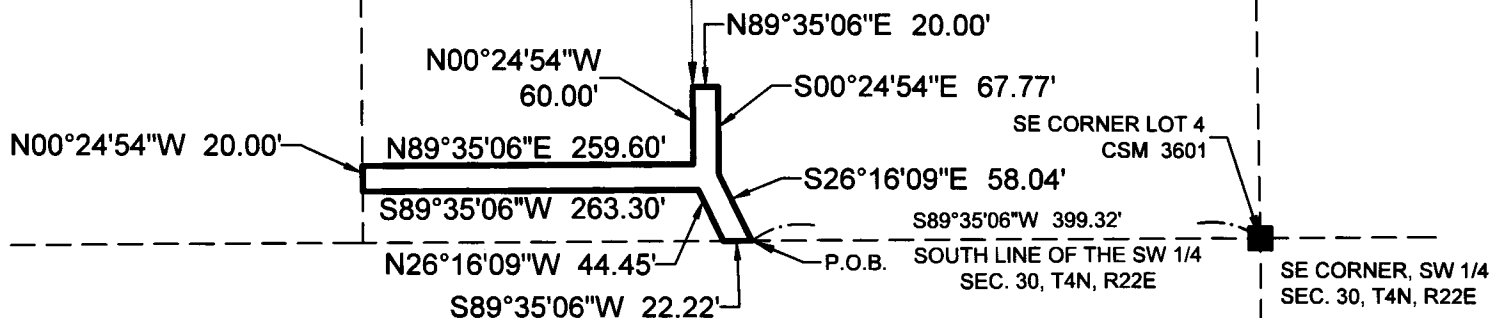
LOT 5
CSM NO. 3601

TAX KEY
#104-04-22-30-038-034

LOT 4
CSM NO. 3601
13001 Baxter Court

UNPLATTED LANDS
TAX KEY #104-04-22-30-080-000

20' SANITARY
SEWER EASEMENT
7,717 SQ. FT.
0.1772 ACRES



UNPLATTED LANDS
TAX KEY #104-04-22-31-010-000

DRAFTED BY: KGD



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 1 OF 2

WWW.PINNACLE-ENGR.COM

10/24/2024

PLAN | DESIGN | DELIVER

PEG JOB#1912.30

LEGAL DESCRIPTION:

Being a part of Lot 4 of Certified Survey Map No. 3601, being part of the Southeast 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 also being the southeast corner of Lot 4 of Certified Survey Map No. 3601; Thence South 89°35'06" West along the south line of said Southwest 1/4, 399.32 feet to the Point of Beginning;

Thence continuing South 89°35'06" West along said south line, 22.22 feet; Thence North 26°16'09" West, 44.45 feet; Thence South 89°35'06" West, 263.30 feet to the west line of said Lot 4; Thence North 00°24'54" West along said west line, 20.00 feet; Thence North 89°35'06" East, 259.60 feet; Thence North 00°24'54" West, 60.00 feet; Thence North 89°35'06" East, 20.00 feet; Thence South 00°24'54" East, 67.77 feet; Thence South 26°16'09" East, 58.04 feet to the Point of Beginning.

