

State of Wisconsin

County of Racine

Village of Sturtevant

**RESOLUTION 2022-48
(06-07-22)**

**RESOLUTION BY THE VILLAGE BOARD OF THE VILLAGE OF STURTEVANT
APPROVING AN EASEMENT RELEASE AGREEMENT AS IT PERTAINS TO THE SALE
OF 8904 DURAND AVENUE**

WHEREAS, the Village of Sturtevant, is currently the holder of a sanitary sewer utility easement ("Easement") that transverses the property located at 8904 Durand Avenue ("Property"), which Property is currently owned by the Village Community Development Authority ("CDA"); and,

WHEREAS, the CDA has reached an agreement to sell the Property, but the Property's would-be buyer has indicated that the location and size of the Easement would interfere with the buyer's planned development of the Property; and,


WHEREAS, in order to facilitate the proposed sale of the Property, which the Village supports, and because the Village no longer needs the Easement to run the full width of the Property, the Village is agreeable to releasing a portion of the Easement per the terms of the Easement Release Agreement, which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board for the Village of Sturtevant hereby approves the Easement Release Agreement; and,

BE IT FURTHER RESOLVED, that the Village President and Village Clerk are authorized to execute the Easement Release Agreement, and any related documents, and to arrange for the recording of the same.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 7th day of June 2022.

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk

EASEMENT RELEASE AGREEMENT

THIS EASEMENT RELEASE AGREEMENT ("Agreement"), made and entered into as of the date last executed by either party below, by and between **C AND J COMMERCIAL PROPERTY LLC** ("Developer") and the **VILLAGE OF STURTEVANT**, Racine County, Wisconsin ("Village").

RECITALS

WHEREAS, Developer is in the process of purchasing two parcels currently owned by the Village, including Parcel No. 181-03-22-22-066-100 ("Property"), on which Developer will construct a new business ("Development"). The Property is legally described as:

LOT 1 of Certified Survey Map 3117, recorded on March 27, 2014, in Volume 10, Page 171, as Document # 2377698, in the Racine County Register of Deeds Office, being a redivision of Lot 1 of Certified Survey Map 1723, Volume 5, Page 266, and of unplatted lands in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Town 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin; and,

WHEREAS, as part of the due diligence process, Developer discovered that the Property is currently encumbered by a 20' wide sanitary sewer easement running the width of the Property ("Easement"), the location of which will impede Developer's proposed construction plans; and,

WHEREAS, the current location of the Easement on the Property is as depicted on the certified survey map attached hereto as Exhibit A, and the Easement is memorialized by three separate easement agreements ("Easement Agreements"); and,

WHEREAS, the three Easement Agreements each cover approximately one-third of the total Easement across the Property, with Document # 659778 being the westernmost section, Document # 659776 being the center section, and Document # 659770 being the easternmost section; and,

WHEREAS, in order to facilitate Developer's proposed Development, Developer has requested that the Village vacate that portion of the Easement across the Property that is memorialized by the two westernmost Easement Agreements, namely Document # 659778 and Document # 659776, and also the westernmost 25 feet of the Easement Agreement designated as Document # 659770 ("Easement Vacation Area"), attached hereto as Exhibit B; and,

WHEREAS, the Village is agreeable, subject to the terms and limitations set forth herein, to vacating the Easement Vacation Area, provide that Developer bears the cost of removing the existing sanitary sewer main from the Easement Vacation Area, and provided also that Developer constructs a new manhole to access the remaining sanitary sewer main within the remaining Easement area, namely the easternmost 25 feet of the Easement Agreement designated as Document # 659770, ("Remaining Easement Area"), attached hereto as Exhibit C.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Easement Release. The Village will and hereby does fully forever release and vacate the Easement Agreements recorded as Document # 659778 and Document # 659776, and also the westernmost 25 feet of the Easement Agreement recorded as Document # 659770. The Village shall cause a copy of this Agreement to be recorded in the Racine County Register of Deeds Office, and the requirements of this Agreement shall be binding on Developer's successors in interest in the Property.

3. Sanitary Sewer Removal. Once Developer's purchase of the Property closes, Developer shall, at Developer's sole cost and expense, remove the existing sanitary sewer main lying within the Easement Vacation Area, including the existing manhole structure, and shall properly terminate the existing sanitary sewer main within the Remaining Easement Area at the New Manhole location. Developer's reconstruction of the termination point of the sanitary sewer's termination point shall be inspected by and completed to the reasonable satisfaction of the Village.

4. New Manhole Construction. Once Developer's purchase of the Property closes, Developer shall construct, at Developer's sole cost and expense, a new manhole structure within the Remaining Easement Area at the location 12 feet from the east property line, as indicated on Exhibit D hereto ("New Manhole"). The New Manhole shall be constructed to such standards and specifications as shall be designated by the Village, and such work shall be inspected by and completed to the reasonable satisfaction of the Village. Developer or Developer's contractor shall obtain and maintain, until acceptance by the Village of the New Manhole, liability insurance reasonably acceptable to the Village naming the Village and its employees and officials, including the Village's designated engineers, as "additional insureds" under such coverage. Following Developer's satisfactory completion of the New Manhole, and delivery to the Village of any/all lien waivers relating thereto, title to the New Manhole shall vest in the Village by operation of this Agreement, upon notice of acceptance from the Village to Developer. Thereafter, the Village shall be responsible for any future maintenance of the New Manhole, provided, however, that Developer shall warrant the New Manhole's materials and workmanship for one year from the date of acceptance by the Village. Developer shall satisfactorily complete construction of the New Manhole by no later than December 31, 2022, or such later date as may be approved in advance by the Village Public Works Manager. If Developer fails to satisfactorily complete the New Manhole by said date, the Village may arrange for the completion of such work and shall recover the costs of such work as a special charge against the Property.

5. Remaining Easement Area. The Village's rights respecting the Remaining Easement Area, set forth in the Easement Agreement designated as Document # 659770, shall remain in full force and effect, including, without limitation, the right to access the Easement area and to restrict any construction within the Easement area. Developer shall connect, as permitted by the Village, the Development's sewer lateral to the sanitary sewer main at such location within the Remaining Easement Area as shall be designated by the Village. Developer shall be responsible for all costs and fees relating to the Development's sewer lateral connection, and the Development's sewer lateral shall be owned, maintained and, replaced as necessary solely by Developer or Developer's successors in interest to the Property.

IN WITNESS WHEREOF, the parties have executed this on the dates set forth below.

DEVELOPER: C AND J COMMERCIAL PROPERTY LLC

By: _____
Christopher Gallinati (date)

Attest: (if any) _____
(Name) (date)

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2022, above-named Christopher Gallinati and _____ (if needed), respectively of **C AND J COMMERCIAL PROPERTY LLC**, to me known to be the person or persons who executed the foregoing instrument and acknowledged the same on behalf of the Developer.

Notary Public Racine County, Wisconsin
My Commission: _____

VILLAGE OF STURTEVANT

By: *Michael Rosenbaum* 6/7/22
Michael Rosenbaum (date)
Village President

Attest: *Cheryl Zamecnik*
Cheryl Zamecnik (date)
Village Clerk

Personally came before me this 8th day of June, 2022, above-named Michael Rosenbaum and Cheryl Zamecnik, President and Clerk respectively of the Village of Sturtevant, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village.



Amanda Gain
Notary Public Racine County, Wisconsin
My Commission: April 13, 2024

EXHIBIT A

CSM NO. 3117



CERTIFIED SURVEY MAP NO. 3117 SHEET 1 OF 3

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1723, VOLUME 5, PAGE 266 AND UNPLATTED LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF STURTEVANT, COUNTY OF RACINE, STATE OF WISCONSIN.

PREPARED BY:
AMERICAN SURVEYING COMPANY, INC.
12207 C.T.H "K", NORTH CAPE
FRANKSVILLE, WI. 53126-9621
(262) 835-4774

LEGEND:
o-Denotes No. 6 Rebar, 24" Long, 3/4" Dia., 1 50 lbs./ln.ft., w/cap
●- Denotes iron rod/pipe found and accepted
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTHERN ZONE.

OWNER'S ADDRESS:
JEFFERY & LESLI HROUDA
64 HARBORVIEW DRIVE
RACINE, WI. 53403

From (All of) To:
181-03-22-22-064-010
181-03-22-22-065-000
181-03-22-22-066-000

To:
Lot 1:
181-03-22-22-066-100

Lot 2:
181-03-22-22-066-200

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
COUNTY OF RACINE)"

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, redivided and mapped a tract of land being a redivision of Lot 1 of Certified Survey Map No. 1723, Volume 5, page 266 and unplatted lands in the Southwest 1/4 of the Southwest 1/4 of Section 22, Town 3 North, Range 22 East, in the Village of Sturtevant, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of said Section, North 89°36'17" East for a distance of 202.00 feet, along the South line of said 1/4 Section, to the point of beginning; thence North 01°51'51" West for a distance of 315.00 feet, parallel to the West line of said 1/4 Section and along the West line of said Lot 1, to a point; thence North 89°36'17" East for a distance of 98.00 feet, parallel to the South line of said 1/4 Section, to a point; thence North 01°51'51" West for a distance of 263.00 feet, to a point in the South line of "Corliss Avenue"; thence North 89°36'17" East for a distance of 50.00 feet, along said South line, to a point; thence South 01°51'51" East for a distance of 578.00 feet, to a point; thence South 89°36'17" West for a distance of 148.00 feet, along the South line of said 1/4 Section, to the point of beginning. Contains 1.37168 acres. DEDICATING, the southerly 38.00 feet for public road purposes.

THAT such map is correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have made such survey, land division and map at the direction of the owner of said lands.

THAT I have fully complied with the provision of Chapter 236 of the Wisconsin State Statutes and the requirements of the Land Division Ordinance, Village of Sturtevant, County of Racine, Wisconsin, in surveying, dividing and mapping the same.

AMERICAN SURVEYING COMPANY, INC.
PETE L. BAILEY, R.L.S. NO. 1398
DATED THIS 5TH DAY OF FEBRUARY, 2014
REVISED THIS 15TH DAY OF MARCH, 2014

RESTRICTIONS:

-Per Wisconsin Department of Transportation Finding, Determine and Declaration Document Volume 2355, page 935 thru 948, Doc. No. 1459321; Durand Avenue (S.T.H. "11") is a controlled access highway and the 2 (two) access points affecting Lot 1 area allowed



CERTIFIED SURVEY MAP NO. 3117 SHEET 3 OF 3

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1723, VOLUME 5, PAGE 266 AND UNPLATTED LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF STURTEVANT, COUNTY OF RACINE, STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

WE, AS OWNERS, hereby certify that we caused the land described on this map to be surveyed, divided, dedicate and mapped as represented on this map. We also certify that this map is required by s.236.34 to be submitted to the following for approval or objection: Village of Sturtevant.

WITNESS the hand and seal of said owner this 19 day of MARCH, 2014.

IN PRESENCE OF:

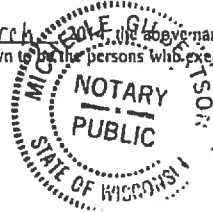
Jeffrey T. Hrouda
JEFFREY T. HROUDA

Lesli A. Hrouda
LESLI A. HROUDA

STATE OF WISCONSIN)
COUNTY OF RACINE)"

Personally came before me this 19th day of March, 2014, the above named JEFFREY T. HROUDA and LESLI A. HROUDA, OWNERS, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Michelle Gilbertson
Michelle Gilbertson NOTARY PUBLIC
COUNTY OF Racine STATE OF WISCONSIN
My commission expires 10/4/15



PLANNING COMMISSION APPROVAL:

APPROVED by the Planning Commission of the Village of Sturtevant this 18th day of March, 2014.

Steven D. Jean
CHAIRMAN

May A. Cole
SECRETARY

VILLAGE BOARD APPROVAL:

APPROVED by the Village Board of the Village of Sturtevant this 18th day of March, 2014.

Steven D. Jean
VILLAGE PRESIDENT

May A. Cole
VILLAGE CLERK

This instrument was drafted by Pete L. Bailey

C:\ntj\files\wpcerts\HROUDA



EXHIBIT B

EASEMENTS BEING RELEASED

**DOCUMENT # 659778, DOCUMENT # 659776, AND ALSO THE WESTERNMOST 25 FEET OF DOCUMENT # 659770, ALL ATTACHED
HERETO**

VOL 606 PAGE 165

EASEMENT.

THIS INDENTURE made this 1 day of March, 1957, between ARNOLD PANKE and Bernice PANKE, his wife, grantors, parties of the first part, and the VILLAGE OF STURTEVANT, Racine County, Wisconsin, a municipal corporation, grantee, party of the second part;

W I T N E S S E T H :

That the said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted and conveyed an Easement unto the said party of the second part, its successors and assigns forever, over the following described real estate situated in the Village of Sturtevant, County of Racine, State of Wisconsin, to-wit:

That part of the Southwest $\frac{1}{4}$ of Section 22, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin, described as follows: Begin at a point that is located North 168 feet and East 200 feet from the South and West lines respectively of said Section 22; run thence North 20 feet; thence East 52 feet; thence South 20 feet; thence West 52 feet to the point of beginning.

That this Easement is given for a right of way for the installation of a sewer to be installed and maintained by the party of the second part.

That said sewer shall be installed in accordance with the plans and specifications made for said sewer and on file in the office of the Clerk of said Village.

It is further agreed that said second party shall at all times be permitted to enter upon said described real estate for the purpose of excavating to install said sewer and to excavate, whenever necessary, to repair said sewer, and that said first parties shall build no structure over said sewer after it is installed

without the express consent of said second party first obtained in writing.

It is further agreed that said second party in the installation and maintenance of said sewer shall destroy as little vegetation as possible and that after said sewer has been installed, said second party will refill the trench in which said sewer has been laid, and if said trench, after being filled, settles, said second party will fill it so that the ground will be restored as near the level condition as it was prior to the installation, and that the same shall also apply to any repairs to said sewer.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals this 4 day of March, A. D., 1957.

Signed and sealed in Presence of:

Abe Kirkorian
Abe Kirkorian

Virgil Schultz
Virgil Schultz

Arnold Panke (SEAL)
Arnold Panke

Bernice Panke x (SEAL)
Bernice Panke

STATE OF WISCONSIN)
RACINE COUNTY) ss

Personally came before me this 4 day of March A. D., 1957, the above named ARNOLD PANKE and Bernice PANKE, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Louis F. Gerard
Louis F. Gerard
Notary Public, Racine County, Wis.
My Commission expires: _____

My Commission Expires Nov. 27, 1960



STATE OF WISCONSIN

RACINE COUNTY

VOL 636 PAGE 167

ARNOLD PANKE and wife,

Grantors

and

VILLAGE OF STURTEVANT,

Grantee

659779

EASEMENT

P. 1.
 I. 1.
 F. 18
 March 1957. 22/5
 of 165-167
 Stanley J. Bielicki

By _____ Deputy

Ray Carraway & Wheeler
 1.50

EASEMENT.

THIS INDENTURE made this 28th day of February, 1957, between PETER FENGER and Alfreda FENGER, his wife, grantors, parties of the first part, and the VILLAGE OF STURTEVANT, Racine County, Wisconsin, a municipal corporation, grantee, party of the second part;

W I T N E S S E T H :

That the said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted and conveyed an Easement unto the said party of the second part, its successors and assigns forever, over the following described real estate situated in the Village of Sturtevant, County of Racine, State of Wisconsin, to-wit:

That part of the Southwest $\frac{1}{4}$ of Section 22, Township 3 North; Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin, described as follows: Begin at a point that is located North 168 feet and East 252 feet from the South and West lines respectively of said Section 22; run thence North 20 feet; thence East 48 feet; thence South 20 feet; thence West 48 feet to the point of beginning.

That this Easement is given for a right of way for the installation of a sewer to be installed and maintained by the party of the second part.

That said sewer shall be installed in accordance with the plans and specifications made for said sewer and on file in the office of the Clerk of said Village.

It is further agreed that said second party shall at all times be permitted to enter upon said described real estate for the purpose of excavating to install said sewer and to excavate, whenever necessary, to repair said sewer, and that said first parties shall build no structure over said sewer after it is installed

without the express consent of said second party first obtained in writing.

It is further agreed that said second party in the installation and maintenance of said sewer shall destroy as little vegetation as possible and that after said sewer has been installed, said second party will refill the trench in which said sewer has been laid, and if said trench, after being filled, settles, said second party will fill it so that the ground will be restored as near the level condition as it was prior to the installation, and that the same shall also apply to any repairs to said sewer.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals this 28th day of February, A. D., 1957.

Signed and sealed in presence of:

Virgil Schultz
Virgil Schultz
Abe Kirkorian
Abe Kirkorian

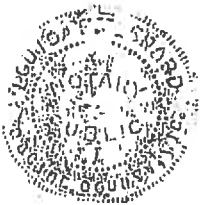
Peter Fenger (SEAL)
Peter Fenger
Alfreda Fenger (SEAL)
Alfreda Fenger

STATE OF WISCONSIN)
COUNTY OF RACINE) ss

Personally came before me this 28th day of February, A. D., 1957, the above named PETER FENGER and Alfreda FENGER, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Louis F. Gerard
Louis F. Gerard
Notary Public, Racine County, Wis.
My Commission expires: _____

My Commission Expires Nov. 27, 1960



STATE OF WISCONSIN

RACINE COUNTY

VOL 606 PAGE 131

PETER FENGER and wife,

Grantors

and

VILLAGE OF STURTEVANT,

Grantee

659766

EASEMENT

Register's Office }
 Racine County, Wis. }
 Received for Record 28 day of
March A. D., 1957 at 1:00
 o'clock P. M. and recorded in Volume 606
 of 19 years page 129-131
Stanley J. Buschick
 Register of Deeds

By _____ Deputy

Stanley J. Buschick
1.50

EASEMENT.

THIS INDENTURE made this 28 day of February 1957, between ALLEN BULLIS and Mabel BULLIS, his wife, grantors, parties of the first part, and the VILLAGE OF STURTEVANT, Racine County, Wisconsin, a municipal corporation, grantee, party of the second part;

W I T N E S S E T H :

That the said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted and conveyed an Easement unto the said party of the second part, its successors and assigns forever, over the following described real estate situated in the Village of Sturtevant, County of Racine, State of Wisconsin, to-wit:

That part of the Southwest $\frac{1}{4}$ of Section 22, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin, described as follows: Begin at a point that is located North 168 feet and East 300 feet from the South and West lines respectively of said Section 22; run thence North 20 feet; thence East 50 feet; thence South 20 feet; thence West 50 feet to the point of beginning.

That this Easement is given for a right of way for the installation of a sewer to be installed and maintained by the party of the second part.

That said sewer shall be installed in accordance with the plans and specifications made for said sewer and on file in the office of the Clerk of said Village.

It is further agreed that said second party shall at all times be permitted to enter upon said described real estate for the purpose of excavating to install said sewer and to excavate, whenever necessary, to repair said sewer, and that said first parties shall build no structure over said sewer after it is installed

without the express consent of said second party first obtained in writing.

It is further agreed that said second party in the installation and maintenance of said sewer shall destroy as little vegetation as possible and that after said sewer has been installed, said second party will refill the trench in which said sewer has been laid, and if said trench, after being filled, settles, said second party will fill it so that the ground will be restored as near the level condition as it was prior to the installation, and that the same shall also apply to any repairs to said sewer.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals this 18th day of February, A. D., 1957.

Signed and sealed in presence of:

Allen Bullis (SEAL)
Allen Bullis

Virgil Schultz
Virgil Schultz

Mabel Bullis (SEAL)
Mabel Bullis

Abe Kirkorian
Abe Kirkorian

STATE OF WISCONSIN)
COUNTY OF RACINE) ss

Personally came before me this 18th day of February A. D., 1957, the above named ALLEN BULLIS and Mabel BULLIS, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Louis F. Gerard
Louis F. Gerard
Notary Public, Racine County, Wis.
My Commission expires: _____



My Commission Expires Nov. 27, 1960

STATE OF WISCONSIN

RACINE COUNTY

VOL 606 PAGE 143

FRANK BULLIS and wife,

Grantors

and

VILLAGE OF STURTEVANT,

Grantee

650770

EASEMENT

Register's Office }
Racine County, Wis. } ss.
Received for Record 18 day of
March A. D. 1957 at 1:25
o'clock P. M. and recorded in Volume 606
of Records 141-143

Stanley F. Bielecki
Register of Deeds

By _____ Deputy

John Cannon & Wheeler
150

EXHIBIT C

EASEMENT BEING RETAINED

THE EASTERNMOST 25 FEET OF DOCUMENT # 659770, ATTACHED
HERETO

EASEMENT.

THIS INDENTURE made this 18 day of February 1957, between ALLEN BULLIS and Mabel BULLIS, his wife, grantors, parties of the first part, and the VILLAGE OF STURTEVANT, Racine County, Wisconsin, a municipal corporation, grantee, party of the second part;

W I T N E S S E T H :

That the said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted and conveyed an Easement unto the said party of the second part, its successors and assigns forever, over the following described real estate situated in the Village of Sturtevant, County of Racine, State of Wisconsin, to-wit:

That part of the Southwest $\frac{1}{4}$ of Section 22, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin, described as follows: Begin at a point that is located North 168 feet and East 300 feet from the South and West lines respectively of said Section 22; run thence North 20 feet; thence East 50 feet; thence South 20 feet; thence West 50 feet to the point of beginning.

That this Easement is given for a right of way for the installation of a sewer to be installed and maintained by the party of the second part.

That said sewer shall be installed in accordance with the plans and specifications made for said sewer and on file in the office of the Clerk of said Village.

It is further agreed that said second party shall at all times be permitted to enter upon said described real estate for the purpose of excavating to install said sewer and to excavate, whenever necessary, to repair said sewer, and that said first parties shall build no structure over said sewer after it is installed

without the express consent of said second party first obtained in writing.

It is further agreed that said second party in the installation and maintenance of said sewer shall destroy as little vegetation as possible and that after said sewer has been installed, said second party will refill the trench in which said sewer has been laid, and if said trench, after being filled, settles, said second party will fill it so that the ground will be restored as near the level condition as it was prior to the installation, and that the same shall also apply to any repairs to said sewer.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals this 18th day of February, A. D., 1957.

Signed and sealed in presence of:

Allen Bullis (SEAL)
Allen Bullis

Virgil Schultz
Virgil Schultz
Abe Kirkorian
Abe Kirkorian

Mabel Bullis (SEAL)
Mabel Bullis

STATE OF WISCONSIN)
COUNTY OF RACINE) ss

Personally came before me this 18th day of February A. D., 1957, the above named ALLEN BULLIS and Mabel BULLIS, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Louis F. Gerard
Louis F. Gerard
Notary Public, Racine County, Wis.
My Commission expires: _____



My Commission Expires Nov. 27, 1960

STATE OF WISCONSIN

RACINE COUNTY

VOL 606 PAGE 143

FRANK BULLIS and wife,

Grantors

and

VILLAGE OF STURTEVANT,

Grantee

650770

EASEMENT

Register's Office } ss.
 Racine County, Wis. }
 Received for Record 18 day of
March A. D. 1957 at 1:25
 o'clock P. M. and recorded in Volume 606
 of Records 141-143
Stanley F. Bielecki
 Register of Deeds

By _____ Deputy

John Carver & Wheeler
1150

EXHIBIT D

LOCATION OF NEW MANHOLE

EXHIBIT A

CSM NO. 3117



CERTIFIED SURVEY MAP NO. 3117 SHEET 1 OF 3

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1723, VOLUME 5, PAGE 266 AND UNPLATTED LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF STURTEVANT, COUNTY OF RACINE, STATE OF WISCONSIN.

PREPARED BY:
AMERICAN SURVEYING COMPANY, INC.
12207 C.T.H. "K", NORTH CAPE
FRANKSVILLE, WI. 53126-9621
(262) 835-4774

LEGEND:
o- Denotes No. 6 Rebar, 24" Long, 3/4" Dia, 1.50 lbs/ln.ft., w/cap
e- Denotes iron rod/pipe found and accepted
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTHERN ZONE.

OWNER'S ADDRESS:
JEFFERY & LESLI HROUDA
64 HARBORVIEW DRIVE
RACINE, WI. 53403

From (All of) To:	To:
181-03-22-22-064-010	Lot 1: 181-03-22-22-066-100
181-03-22-22-065-000	
181-03-22-22-066-000	Lot 2: 181-03-22-22-066-200

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
COUNTY OF RACINE)"

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, redivided and mapped a tract of land being a redivision of Lot 1 of Certified Survey Map No. 1723, Volume 5, page 266 and unplatted lands in the Southwest 1/4 of the Southwest 1/4 of Section 22, Town 3 North, Range 22 East, in the Village of Sturtevant, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of said Section, North 89°36'17" East for a distance of 202.00 feet, along the South line of said 1/4 Section, to the point of beginning; thence North 01°51'51" West for a distance of 315.00 feet, parallel to the West line of said 1/4 Section and along the West line of said Lot 1, to a point; thence North 89°36'17" East for a distance of 98.00 feet, parallel to the South line of said 1/4 Section, to a point; thence North 01°51'51" West for a distance of 263.00 feet, to a point in the South line of "Corliss Avenue"; thence North 89°36'17" East for a distance of 50.00 feet, along said South line, to a point; thence South 01°51'51" East for a distance of 578.00 feet, to a point; thence South 89°36'17" West for a distance of 148.00 feet, along the South line of said 1/4 Section, to the point of beginning. Contains 1.37168 acres. DEDICATING, the southerly 38.00 feet for public road purposes.

THAT such map is correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have made such survey, land division and map at the direction of the owner of said lands.

THAT I have fully complied with the provision of Chapter 236 of the Wisconsin State Statutes and the requirements of the Land Division Ordinance, Village of Sturtevant, County of Racine, Wisconsin, in surveying, dividing and mapping the same.

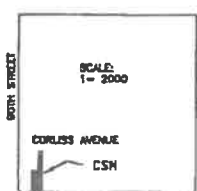
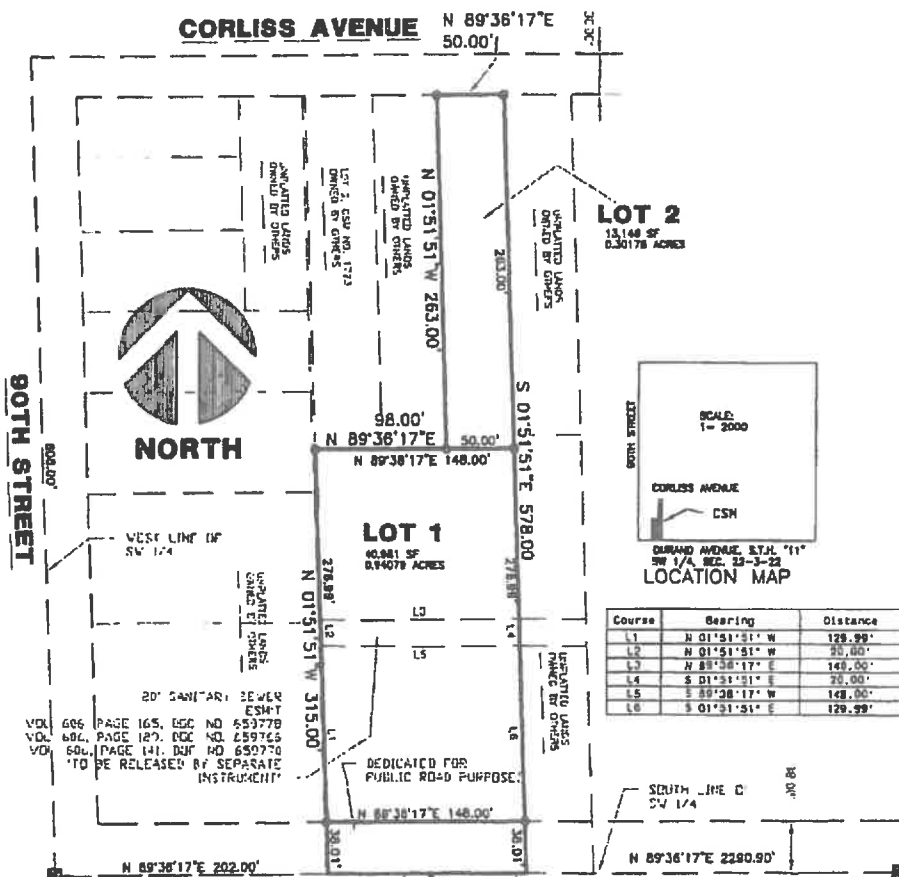
AMERICAN SURVEYING COMPANY, INC.
PETE L. BAILEY, R.L.S. NO. 1398
DATED THIS 5TH DAY OF FEBRUARY, 2014
REVISED THIS 15TH DAY OF MARCH, 2014

RESTRICTIONS:

-Per Wisconsin Department of Transportation Finding, Determine and Declaration Document Volume 2355, page 935 thru 948, Doc. No. 1459321; Durand Avenue (S.T.H. "11") is a controlled access highway and the 2 [two] access points affecting Lot 1 area allowed



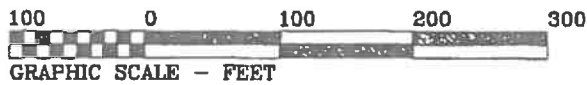
CERTIFIED SURVEY MAP NO. 3117 SHEET 2 OF 3
 BEING A REDIVISION LOT 1 OF CERTIFIED SURVEY MAP NO. 1723, VOLUME 5, PAGE 266
 AND UNPLATTED LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22,
 TOWN 3 NORTH, RANGE 22 EAST., IN THE VILLAGE OF STURTEVANT, COUNTY OF RACINE,
 STATE OF WISCONSIN.



Course	Bearing	Distance
L1	N 01°51'51" W	128.99'
L2	N 01°51'51" W	95.00'
L3	N 89°36'17" E	148.00'
L4	S 01°51'51" E	20.00'
L5	S 89°36'17" W	148.00'
L6	S 01°51'51" E	129.99'

SOUTHWEST CORNER
 SEC. 22-3-22
 261,912 94ft
 2,565,033 73ft
 REC. CIV. WSDOT

SURV. BY: J. W. P. W. P. W. P.
 SEC. 22-3-22
 261,912 16ft
 2,565,033 48ft
 REC. CIV. WSDOT



GRAPHIC SCALE - FEET

CERTIFIED SURVEY MAP NO. 3117 SHEET 3 OF 3

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1723, VOLUME 5, PAGE 266 AND UNPLATTED LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF STURTEVANT, COUNTY OF RACINE, STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

WE, AS OWNERS, hereby certify that we caused the land described on this map to be surveyed, divided, dedicate and mapped as represented on this map. We also certify that this map is required by s.236.34 to be submitted to the following for approval or objection: Village of Sturtevant.

WITNESS the hand and seal of said owner this 19 day of MARCH, 2014.

IN PRESENCE OF:

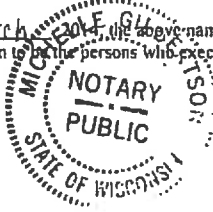
Jeffrey T. Hrouda
JEFFREY T. HROUDA

Lesli A. Hrouda
LESLI A. HROUDA

STATE OF WISCONSIN
COUNTY OF RACINE)"

Personally came before me this 19th day of March, 2014, the above-named JEFFREY T. HROUDA and LESLI A. HROUDA, OWNERS, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Michelle Gilbertson
Michelle Gilbertson, NOTARY PUBLIC
COUNTY OF Racine, STATE OF WISCONSIN
My commission expires 10/4/15



PLANNING COMMISSION APPROVAL:

APPROVED by the Planning Commission of the Village of Sturtevant this 18th day of March, 2014.

Steven D. Jean
CHAIRMAN

May A. Cole
SECRETARY

VILLAGE BOARD APPROVAL:

APPROVED by the Village Board of the Village of Sturtevant this 18th day of March, 2014.

Steven D. Jean
VILLAGE PRESIDENT

May A. Cole
VILLAGE CLERK

This instrument was drafted by Pete L. Bailey

C:\my files\wpcerts\HROUDA



EXHIBIT B

EASEMENTS BEING RELEASED

DOCUMENT # 659778, DOCUMENT # 659776, AND ALSO THE WESTERNMOST 25 FEET OF DOCUMENT # 659770, ALL ATTACHED
HERETO

EASEMENT.

THIS INDENTURE made this 4 day of Nov, 1957, between ARNOLD PANKE and Bernice PANKE, his wife, grantors, parties of the first part, and the VILLAGE OF STURTEVANT, Racine County, Wisconsin, a municipal corporation, grantee, party of the second part;

W I T N E S S E T H :

That the said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted and conveyed an Easement unto the said party of the second part, its successors and assigns forever, over the following described real estate situated in the Village of Sturtevant, County of Racine, State of Wisconsin, to-wit:

That part of the Southwest $\frac{1}{4}$ of Section 22, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin, described as follows: Begin at a point that is located North 168 feet and East 200 feet from the South and West lines respectively of said Section 22; run thence North 20 feet; thence East 52 feet; thence South 20 feet; thence West 52 feet to the point of beginning.

That this Easement is given for a right of way for the installation of a sewer to be installed and maintained by the party of the second part.

That said sewer shall be installed in accordance with the plans and specifications made for said sewer and on file in the office of the Clerk of said Village.

It is further agreed that said second party shall at all times be permitted to enter upon said described real estate for the purpose of excavating to install said sewer and to excavate, whenever necessary, to repair said sewer, and that said first parties shall build no structure over said sewer after it is installed

without the express consent of said second party first obtained in writing.

It is further agreed that said second party in the installation and maintenance of said sewer shall destroy as little vegetation as possible and that after said sewer has been installed, said second party will refill the trench in which said sewer has been laid, and if said trench, after being filled, settles, said second party will fill it so that the ground will be restored as near the level condition as it was prior to the installation, and that the same shall also apply to any repairs to said sewer.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals this 4 day of March, A. D., 1957.

Signed and sealed in Presence of:

Abe Kirkorian
Abe Kirkorian
Virgil Schultz
Virgil Schultz

Arnold Panke (SEAL)
Arnold Panke
Bernice Panke * (SEAL)
Bernice Panke

STATE OF WISCONSIN)
RACINE COUNTY) ss

Personally came before me this 4 day of March A. D., 1957, the above named ARNOLD PANKE and Bernice PANKE, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Louis F. Gerard
Louis F. Gerard
Notary Public, Racine County, Wis.
My Commission expires: _____

My Commission Expires Nov. 27, 1960



STATE OF WISCONSIN

RACINE COUNTY

VOL 636 PAGE 167

ARNOLD PANKE and wife,

Grantors

and

VILLAGE OF STURTEVANT,

Grantee

659779

EASEMENT

P. 18
 I. 18
 1957. 21/5
 of 165-167
 Stanley J. Bielecki

By _____ Deputy

Ray Carraway & Wheeler
 1.50

EASEMENT.

THIS INDENTURE made this 28th day of February, 1957, between PETER FENGER and Alfreda FENGER, his wife, grantors, parties of the first part, and the VILLAGE OF STURTEVANT, Racine County, Wisconsin, a municipal corporation, grantee, party of the second part;

W I T N E S S E T H :

That the said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted and conveyed an Easement unto the said party of the second part, its successors and assigns forever, over the following described real estate situated in the Village of Sturtevant, County of Racine, State of Wisconsin, to-wit:

That part of the Southwest $\frac{1}{4}$ of Section 22, Township 3 North; Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin, described as follows: Begin at a point that is located North 168 feet and East 252 feet from the South and West lines respectively of said Section 22; run thence North 20 feet; thence East 48 feet; thence South 20 feet; thence West 48 feet to the point of beginning.

That this Easement is given for a right of way for the installation of a sewer to be installed and maintained by the party of the second part.

That said sewer shall be installed in accordance with the plans and specifications made for said sewer and on file in the office of the Clerk of said Village.

It is further agreed that said second party shall at all times be permitted to enter upon said described real estate for the purpose of excavating to install said sewer and to excavate, whenever necessary, to repair said sewer, and that said first parties shall build no structure over said sewer after it is installed

STATE OF WISCONSIN

RACINE COUNTY

VOL 606 PAGE 131

PETER FENGER and wife,

Grantors

and

VILLAGE OF STURTEVANT,

Grantee

659766

EASEMENT

Register's Office
Racine County, Wis. } es.

Received for Record 28 day of
March A. D., 1957 at 1:00
o'clock P. M. and recorded in Volume 606
of 19 pages 129-131

Stanley J. Beckick
Register of Deeds

By _____ Deputy

Paul Carrara & Wheeler
1.50

EASEMENT.

THIS INDENTURE made this 18th day of February 1957, between ALLEN BULLIS and Mabel BULLIS, his wife, grantors, parties of the first part, and the VILLAGE OF STURTEVANT, Racine County, Wisconsin, a municipal corporation, grantee, party of the second part;

W I T N E S S E T H :

That the said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted and conveyed an Easement unto the said party of the second part, its successors and assigns forever, over the following described real estate situated in the Village of Sturtevant, County of Racine, State of Wisconsin, to-wit:

That part of the Southwest $\frac{1}{4}$ of Section 22, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin, described as follows: Begin at a point that is located North 168 feet and East 300 feet from the South and West lines respectively of said Section 22; run thence North 20 feet; thence East 50 feet; thence South 20 feet; thence West 50 feet to the point of beginning.

That this Easement is given for a right of way for the installation of a sewer to be installed and maintained by the party of the second part.

That said sewer shall be installed in accordance with the plans and specifications made for said sewer and on file in the office of the Clerk of said Village.

It is further agreed that said second party shall at all times be permitted to enter upon said described real estate for the purpose of excavating to install said sewer and to excavate, whenever necessary, to repair said sewer, and that said first parties shall build no structure over said sewer after it is installed

without the express consent of said second party first obtained in writing.

It is further agreed that said second party in the installation and maintenance of said sewer shall destroy as little vegetation as possible and that after said sewer has been installed, said second party will refill the trench in which said sewer has been laid, and if said trench, after being filled, settles, said second party will fill it so that the ground will be restored as near the level condition as it was prior to the installation, and that the same shall also apply to any repairs to said sewer.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals this 10th day of February, A. D., 1957.

Signed and sealed in presence of:

Allen Bullis (SEAL)
Allen Bullis

Virgil Schultz
Virgil Schultz

Mabel Bullis (SEAL)
Mabel Bullis

Abe Kirkorian
Abe Kirkorian

STATE OF WISCONSIN)
COUNTY OF RACINE) ss

Personally came before me this 10th day of February A. D., 1957, the above named ALLEN BULLIS and Mabel BULLIS, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Louis F. Gerard
Louis F. Gerard
Notary Public, Racine County, Wis.
My Commission expires: _____



My Commission Expires Nov. 27, 1960

STATE OF WISCONSIN

RACINE COUNTY

VOL 606 PAGE 143

FRANK BULLIS and wife,

Grantors

and

VILLAGE OF STURTEVANT,

Grantee

650770

EASEMENT

Register's Office } ss.
 Racine County, Wis. }
 Received for Record 18 day of
March A. D., 1957 at 1:25
 o'clock P. M. and recorded in Volume 606
 of Series 141-143
Stanley F. Bielicki
 Register of Deeds

By _____ Deputy

Stanley F. Bielicki
1150

EXHIBIT C

EASEMENT BEING RETAINED

THE EASTERNMOST 25 FEET OF DOCUMENT # 659770, ATTACHED
HERETO

EASEMENT.

THIS INDENTURE made this 28th day of February 1957, between ALLEN BULLIS and Mabel BULLIS, his wife, grantors, parties of the first part, and the VILLAGE OF STURTEVANT, Racine County, Wisconsin, a municipal corporation, grantee, party of the second part;

W I T N E S S E T H :

That the said parties of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted and conveyed an Easement unto the said party of the second part, its successors and assigns forever, over the following described real estate situated in the Village of Sturtevant, County of Racine, State of Wisconsin, to-wit:

That part of the Southwest $\frac{1}{4}$ of Section 22, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin, described as follows: Begin at a point that is located North 168 feet and East 300 feet from the South and West lines respectively of said Section 22; run thence North 20 feet; thence East 50 feet; thence South 20 feet; thence West 50 feet to the point of beginning.

That this Easement is given for a right of way for the installation of a sewer to be installed and maintained by the party of the second part.

That said sewer shall be installed in accordance with the plans and specifications made for said sewer and on file in the office of the Clerk of said Village.

It is further agreed that said second party shall at all times be permitted to enter upon said described real estate for the purpose of excavating to install said sewer and to excavate, whenever necessary, to repair said sewer, and that said first parties shall build no structure over said sewer after it is installed

without the express consent of said second party first obtained in writing.

It is further agreed that said second party in the installation and maintenance of said sewer shall destroy as little vegetation as possible and that after said sewer has been installed, said second party will refill the trench in which said sewer has been laid, and if said trench, after being filled, settles, said second party will fill it so that the ground will be restored as near the level condition as it was prior to the installation, and that the same shall also apply to any repairs to said sewer.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals this 18th day of February, A. D., 1957.

Signed and sealed in presence of:

Allen Bullis (SEAL)
Allen Bullis

Virgil Schultz
Virgil Schultz

Mabel Bullis (SEAL)
Mabel Bullis

Abe Kirkorian
Abe Kirkorian

STATE OF WISCONSIN)
COUNTY OF RACINE) ss

Personally came before me this 18th day of February A. D., 1957, the above named ALLEN BULLIS and Mabel BULLIS, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Louis F. Gerard
Louis F. Gerard
Notary Public, Racine County, Wis.
My Commission expires: _____



My Commission Expires Nov. 27, 1960

STATE OF WISCONSIN
RACINE COUNTY

VOL 606 PAGE 143

FRANK BULLIS and wife,
Grantors
and
VILLAGE OF STURTEVANT,
Grantee
659770

EASEMENT

Register's Office }
Racine County, Wis. } ss.
Received for Record 18 day of
March A.D. 1957 at 1:25
o'clock P.M. and recorded in Volume 606
of Records 141-143
Stanley J. Bickel
Register of Deeds

By _____ Deputy

John Casar & Wheeler
1150

EXHIBIT D

LOCATION OF NEW MANHOLE

DRAWING ONLY

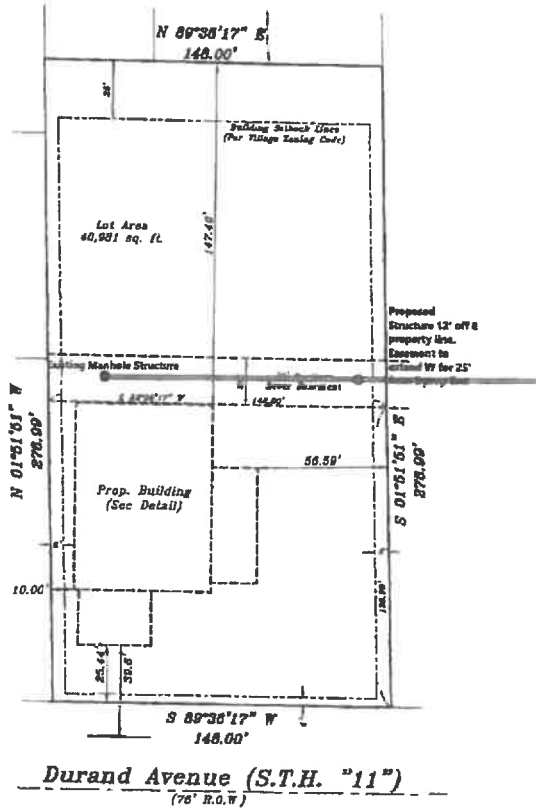
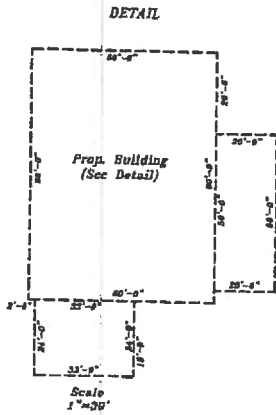
LOCATION: 8904 Durand Avenue, Sturtevant, Wisconsin

LEGAL DESCRIPTION:

Lot 1 in **CERTIFIED SURVEY MAP NO. 3117**, being a subdivision of a part of the Southwest 1/4 of Section 22, Town 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin.

March 29, 2022 (Drawing Only)
April 5, 2022 Revised & Moved Foundation Plan (Not Staked)
April 5, 2022 Revised & Moved Foundation Plan (Not Staked)

Drawing No. 113370



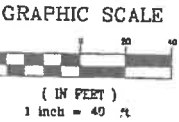
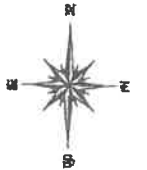
Prop. Car. Slab	Prop. T.O.M.
000.0	000.0
Prop. Fin. Yd. Gr.	
000.0	

Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner, builder or municipality

METROPOLITAN SURVEY SERVICE, INC.

PROFESSIONAL LAND SURVEYORS
9415 West Forest Home Avenue, Suite 202
Hales Corners, Wisconsin 53130
PH. (414) 329-6380
survey@metropolitansurvey.com
www.metropolitansurvey.com

- ⊙ — Denotes Iron Pipe Found
- — Denotes Iron Pipe Set
- 000.0 — Denotes Proposed Grade
- x—x— Denotes Proposed Silt Screen



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTENSION OR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT BACKSETTS AND BOUNDARIES AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, IN HERITAGE, OR OTHERWISE THE TITLE THEREOF WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED: Dennis C. Sauer
Professional Land Surveyor 5-2421