



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, JANUARY 22, 2024 AT 6:30 PM

Village Hall Council Room

250 Williams Street

Williams Bay, WI 53191

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Items for Discussion, Consideration, or Action
 - A. Consideration of a Motion Approving The Development Agreement Between the Village of Williams Bay and Constance Woods, LLC
- V. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 1/19/2024 5:00 PM

DEVELOPMENT AGREEMENT

This Development Agreement (Agreement) is made this 15th day of January, 2024 between the Village of Williams Bay, Walworth County, Wisconsin (Village) and Constance Woods, LLC, a Wisconsin Limited Liability Company (Developer), and its assigns (collectively "Parties").

RECITALS

WHEREAS, Developer is owner of certain real property in the Village, known as Tax Parcel No. WA 499800001 (the Property), the legal description of which is as follows; and

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. ¼ of the SW. ¼ of Section 1 and the NE. ¼ of the NW. ¼ of Section 12, T.01N., R. 16E., Village of Williams Bay, Walworth County, Wisconsin.
Part of Tax Key No. WAS 00001A.

WHEREAS, Developer has submitted the Site Plan for the Property, incorporated herein as Exhibit 1, which Site Plan has been reviewed by the Village Plan Commission and Village Board; and

WHEREAS, the Village has approved the Site Plan subject to the entering into of this Agreement to govern the obligations of the Village and Developer in the development of the Property consistent with the Site Plan.

NOW, THEREFORE, the Village and Developer agree to the following provisions.

SECTION 1. RESTATEMENT OF RECITALS

1.1. Recitals Incorporated. The Recitals set forth above are incorporated into this Agreement by reference as if set forth in full herein, and are made a part of this Agreement.

SECTION 2. EASEMENTS

2.1. Developer shall grant to Village a new municipal water main easement on the Property as shown on the Site Plan and as provided for in the Municipal Water Main Easement Agreement, incorporated herein as Exhibit 2, which agreement will be accepted by the Village.

2.2. Within 14 days of the date of completion of the water main and its acceptance by the Village as addressed in Section 4, Developer and Village shall release and terminate the existing water main easement on the Property, as shown on the Site Plan and as provided for in two (2) documents entitled Release and Termination of Existing Water Main Easement, which are incorporated herein as Exhibit 3 and Exhibit 4.

2.3. Developer shall grant to Village a sanitary sewer main easement on the Property adjacent to the Geneva Lake lakeshore, as shown on the Site Plan and as provided for in the Sanitary Sewer Main Easement Agreement, incorporated herein as Exhibit 5, which agreement will be accepted by the Village.

2.4. Developer and Village shall release and terminate the existing sanitary sewer easement on the Property, adjacent to the Geneva Lake Lakeshore, as shown on the Site Plan and as provided for in the Release and Termination of Existing Sanitary Sewer Easement, which is incorporated herein as Exhibit 6.

2.5. Developer shall be permitted to construct an elevated walkway on the western portion of the Property, as shown on the Site Plan attached to this Agreement as Exhibit 1, and as approved by the Village Building Inspector. Developer shall be responsible for removing debris which is held in place by the support structure of the elevated walkway and debris impeding the flow of stormwater runoff. At a minimum, debris shall be removed by November 1 of each year.

2.5.1 Developer shall provide Village with a 10- foot- wide easement for pedestrian use only located along the north boundary of the Property, at no cost to the Village, as provided for in the Easement for Pedestrian Use Only Agreement incorporated herein as Exhibit 7, which agreement will be accepted by the Village ("Pedestrian Easement"). The Pedestrian Easement will be directly adjacent to the Constance Boulevard right-of-way.

2.5.2 The Developer shall maintain two 24" pipes that allow for water from off site to pass through the Property. The east pipe is RCP and the west pipe is HDPE. The maintenance will include the flared end sections (FES) and the associated rip rap at the outfall. The Developer will be allowed to enter the right-of-way of Constance Boulevard to maintain the pipes and the FES of the west pipe. The Village will be responsible to maintain the 60" concrete man hole and the three other pipes connecting to the man hole that are located in the right-of-way for Constance Boulevard. The pipes and the man hole referenced herein are depicted in Exhibit 8.

2.5.3 Developer will grade the Pedestrian Easement in preparation for any pedestrian path the Village may construct on the Pedestrian Easement at a later date. The drawing of the grading to be performed by Developer and the resulting drainage Developer is willing to accept from the Pedestrian Easement onto the Property is addressed in the attached Exhibit 8. 14 acres of land is associated with the watershed for the existing drainage way on the west side of the Property. The Village will be allowed to add a maximum of 3300 sq. ft. of roadway paving within the 14 acre drainage area that contributes runoff into the drainage way on the west side of the Property. The western portion of the Pedestrian Easement (about 3000 sq. ft.) will also contribute runoff into the drainage way on the west side of the Property. The grading (as shown in Exhibit 8) of the remainder of the Pedestrian Easement directs runoff into swales (within the right-of-way of Constance Boulevard) that will be picked up with pipes and directed to the east side of the Property. The Village agrees that none of the aforementioned runoff will be detained or filtered by the Developer's storm water system.

2.5.4 If the Village develops engineering plans for changes to Constance Boulevard within the right-of-way, the drainage design shall not modify in any way the pedestrian path grading shown in Exhibit 8 and no additional water shall be directed or allowed to drain into the existing drainage way ravine on the west side of the Property, except as permitted in section 2.5.3, above. The Village shall provide Developer with the final engineering drawings to review and approval for compliance with this Agreement before the drawings are released for bidding, and such approval shall not be unreasonably withheld.

2.5.5. The pedestrian path material and cross-section for installation of the Pedestrian Path within the Pedestrian Easement, as described in Exhibit 8, will be determined by the Village. The Pedestrian Path shall not exceed eight (8) feet in width. To create the grading for the Pedestrian Easement, approximately 18-20 existing trees will be removed. These trees will not be replaced within Developer's proposed landscaping plans for the Property.

SECTION 3. SANITARY SEWER MAIN

3.1. Village shall be responsible for, and will undertake all necessary repairs and cleaning of the existing sanitary sewer main on the Property adjacent to the Geneva Lake lakeshore, prior to the occupancy of any structures to be constructed and located on the Property, but in any event no later than December 31, 2024. This shall be at no cost to Developer.

SECTION 4. WATER MAIN

4.1. Within 14 days of the date of this Agreement, the Village shall provide Developer with the required approval letter needed by the State of Wisconsin Department of Natural Resources (DNR) to permit the new water main at the location as shown on the Site Plan and within the area described in the Municipal Water Main Easement incorporated as Exhibit 2.

4.2. Upon receipt of the DNR approval letter referenced in Section 4.1, Developer agrees to construct, install and furnish a new water main at the location as shown on the Site Plan and within the area described in the Municipal Water Main Easement incorporated as Exhibit 2. Such construction shall be in accordance with plans and specifications on file in the Village Clerk's office and all applicable Federal, State and Village ordinances, specifications, regulations and guidelines for the construction of water systems within the Village.

4.2.1. In constructing the new water main, Developer may employ any qualified general contractor or subcontractor in its own discretion and of its own choosing. The Village shall not exercise direct supervision of the Developer's general contractors and subcontractors during the construction process.

4.3. Developer agrees to furnish as-built plans of the water main to the Village, including hydrant valve locations and locations of laterals at the water main.

4.4. Developer agrees to pressure test, leakage test and obtain a clean water sample of the water main in accordance with AWWA Standard C651 and Wisconsin Administrative Code NR 810.09(4), and repair any defects that do not meet the Standard Specifications for Sewer & Water Construction in Wisconsin (Sixth Edition) and requirements set forth in NR 811, Subchapter X of the Wisconsin Administrative Code and Village standard material requirements (See Exhibit 9) prior to acceptance of the water main by the Village.

4.5. The Village Engineer shall observe construction of the water main, update the Village GIS and Village, provide the Developer, in advance of the commencement of any construction, with a written, detailed estimate of the anticipated cost of all Village engineering supervision, inspecting and testing, and thereafter provide written, detailed invoices for the costs incurred. The Developer shall be responsible for payment of the cost of these activities. Developer shall provide the Village Engineer with the general contractor name, crew foreman name, and a detailed contractor schedule showing both construction and testing in order to determine anticipated costs.

4.6 Developer agrees to provide Village with a statement of all costs for water main construction suitable for submission to the State of Wisconsin Public Service Commission.

4.7. Upon completion of the water main, and compliance with Sections 4.1 - 4.4, Developer agrees, without charge to the Village, to unconditionally give, grant, convey and fully dedicate same to the Village, free and clear of all encumbrances, pursuant to the terms and conditions of the attached Exhibit

2. This shall include Developer providing the Village with final waivers of lien for all contractors and suppliers associated with the water main construction. After such dedication, the Village shall have the right to connect or integrate other water facilities with the water main as the Village decides, with no payment to or consent required of Developer.

4.8. Developer shall correct defects in the water main that do not meet the Standard Specifications for Sewer & Water Construction in Wisconsin (Sixth Edition) (SWS) and requirements set forth in NR 811, Subchapter X of the Wisconsin Administrative Code, which appear within a period of one (1) year from the date of final completion of the water main, and shall pay for any damages resulting therefrom to Village property. The Village may refuse to accept the water main unless and until it conforms to SWS and Wisconsin Administrative Code NR 811, Subchapter X. and Village standard material requirements. All guarantees or warranties for materials or workmanship which extend beyond the aforementioned guarantee shall be assigned by the Developer to the Village as beneficiary.

4.8.1. Notwithstanding the provisions of section 4.8, above, the Developer shall not be responsible for any defects in the water main or damages accruing therefrom that result from causes over which the Developer has no control, including acts of God, pandemics, damages caused by war related events, strikes by organized laborers, floods, drought, wind, rain, snow and other natural disasters, or acts of terrorism or vandalism.

4.9. The Developer agrees to file with the Village an irrevocable letter of credit from a lending institution approved by the Village for the construction of the water main, prior to the commencement of construction of the water main, in an amount equal to 125% of the costs associated with its construction, as submitted to and approved by the Village Attorney. No construction shall commence until such letter of credit is on file with the Village. The letter of credit shall include additional costs to reasonably compensate the Village for its costs associated with completion of the water main.

4.10. If at any time:

1. The Developer does not complete the installation of the water main within one (1) year from the Village's acceptance of the letter of credit unless otherwise extended by this Agreement or by action of the Village Board, or
2. The letter of credit on file with the Village is stated to expire within sixty (60) days and the same has not been extended, renewed or replaced.

The Developer shall be deemed in violation of this Agreement and the Village shall have authority to draw upon the letter of credit. The lending institution providing the letter of credit shall pay to the Village any draw upon demand and upon its failure to do so, in whole or in part, the Village shall be empowered, in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said completion or satisfaction costs, payable in the next succeeding tax roll.

4.11. The amount of the letter of credit may be reduced by resolution of the Village Board as the costs of construction of the water main are paid for by the Developer, provided that the remaining letter of credit is sufficient to secure payment for any remaining construction required. The Village will not reduce the letter of credit until the Village Engineer approves the water main work.

4.12. The Developer shall name as additional insureds on its general liability insurance policy, the Village, its trustees, officers, agents, employees and independent contractors, including Village Engineer Baxter & Woodman, and give the Village a certificate of insurance evidencing such coverage.

SECTION 5. PAYMENT IN LIEU OF TAXES

5.1 Developer or its assigns shall pay to the Village a \$37,500.00 annual payment for a period of no more than 20 years, or until the Property loses its tax exempt status, whichever occurs first. (The "PILOT Payments"). The obligation of Developer or its assigns to make the PILOT Payments is subject to the Village approving the Women's Leadership Center application for real estate tax exempt status for the Property.

5.2 Developer or its assigns shall pay the PILOT Payments on or before July 15 of each year in which the PILOT Payment is due. PILOT Payments shall be made to the Village Treasurer by check in lawful money of the United States of America. PILOT Payments shall commence in the calendar year following Developer's transfer of ownership of the Property to the Women's Leadership Center at Williams Bay, NFP, an Illinois not-for-profit corporation.

5.3 Any PILOT Payment which remains unpaid under this Agreement shall become a lien on the Property and such lien shall be enforceable against the Property in the event that any PILOT Payment owed hereunder is not made within 30 days of the date such Payment is due.

5.4 Developer shall purchase and maintain a surety bond from a company or companies lawfully authorized to issue surety bonds that guarantees the obligation of Developer to make the PILOT Payments to the Village as described in paragraph 5.1 of this Agreement. When the PILOT Payment obligations have been terminated or fully satisfied as described in Section 5.1, the surety bond requirement shall terminate.

SECTION 6. GENERAL CONDITIONS AND REGULATIONS

6.1 All provisions of the Village's ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

6.2 Developer, at the appropriate time, intends to transfer ownership of the Property and assign this Agreement to the Women's Leadership Center at Williams Bay, NFP, an Illinois not-for-profit corporation. Developer shall provide the Village with 14 days advance written notice of such transfer and assignment. This Agreement is binding upon the Developer, its heirs and assigns and any and all future owners of the subject Property.

6.3 This Agreement is binding upon the Village and upon the Developer, its heirs and assigns, and all future owners of the Property.

SECTION 7. NOTICES

Notices required or deemed advisable under this Agreement shall be personally delivered or emailed or mailed by first class mail to the following representatives of the parties hereto:

To the Village:

David Lothspeich
Village Administrator
Village Hall
250 Williams Street
P.O. Box 580
Williams Bay, WI 53191
(262) 245-2700
admin@vi.williamsbay.wi.gov

To Developer:

David Copeland
Vice President
Lincoln Road Enterprises
303 E. Wacker Drive, Suite 339
Chicago, IL 60601
(224) 292-8812
david@lincoln-road.com

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this ____ day of _____, 2024.

DEVELOPER: CONSTANCE WOODS, LLC.

By: _____
Ann M. Drake, Member

STATE OF _____)
) ss.:
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024 the above-named Ann M. Drake to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____
My Commission: _____

Accepted pursuant to resolution adopted by the Village Board of the Village of Williams Bay this ____day of____, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest:

By: _____
Tina Kolls, Clerk

STATE OF WISCONSIN)
) ss.:
COUNTY OF WALWORTH)

Personally came before me this_____day of_____, 2024 the above-named William Duncan and Tina Kolls to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Walworth County, Wisconsin
My Commission: _____



GENERAL NOTES
1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN FEET AND INCHES.
2. CONSTRUCTION OF THE SEWER MAIN SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO STANDARD SPECIFICATIONS FOR SEWER MAINS.
3. THE SEWER MAIN SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 FEET BELOW FINISHED GRADE.
4. THE SEWER MAIN SHALL BE INSTALLED AT A MINIMUM DEPTH OF 6 FEET BELOW FINISHED GRADE.
5. THE SEWER MAIN SHALL BE INSTALLED AT A MINIMUM DEPTH OF 8 FEET BELOW FINISHED GRADE.

SEE PAGE

10/1/2011
10/1/2011

DATE

EXHIBIT 1

Studio
10/1/2011
10/1/2011

DATE

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GENEVA LAKE

CONSTANCE BLVD

Document Name
**MUNICIPAL WATERMAIN
EASEMENT AGREEMENT**

Document Number

THIS DOCUMENT IS EXEMPT FROM FEE AND RETURN BECAUSE IT IS NOT A CONVEYANCE BY DEFINITION PER WIS. STAT. § 77.21(1).

THIS MUNICIPAL WATERMAIN EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2024, between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin (“Village”), and CONSTANCE WOODS, LLC, a Wisconsin limited liability company (“Constance Woods”).

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 62, with authority to enter into this Agreement under its zoning ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, Constance Woods is the titleholder of certain real property located in the Village, more particularly described in the attached Exhibit A incorporated herein (“Property”); and

WHEREAS, Constance Woods, wishes to install a municipal water main and associated facilities (collectively, “Public Water Main Facilities”), which will later be dedicated to the Village.

WHEREAS, the parties wish for the Village to be responsible for operating, maintaining, repairing and replacing the Public Water Main Facilities once said facilities are dedicated to the Village.

WHEREAS, to enable the Village, in its sole discretion, to operate, maintain, repair and replacement the Public Water Main Facilities, Constance Woods is willing to grant a permanent, non-exclusive easement to the Village over a thirty (30) foot-wide portion of the Property, more particularly described in the attached Exhibit B incorporated herein, and depicted in the attached Exhibit C incorporated herein (“Easement Area”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are hereby made.

Recording Area

Name and Return Address:

Godfrey, Leibsle, Blackbourn & Howarth, S.C.
Attn: Lisle W. Blackbourn
354 Seymour Court
Elkhorn, WI 53121

WA499800001

Parcel Identification Number (PIN)



1. **Grant of Easement.** Constance Woods hereby grants and conveys to the Village and its agents and licensees, a perpetual, non-exclusive easement and right-of-way, across, under and within the Easement Area, for the purpose of operating, maintaining, repairing, and replacing the Public Water Main Facilities. The Public Water Main Facilities shall be underground and buried to a sufficient depth so as to avoid any interference or restriction with Constance Woods' use of the Easement Area, except that any above-ground Public Water Main Facilities shall be placed at grade.

2. **Maintenance of Public Water Main Facilities.** The Village shall be responsible for the operation, maintenance, repair and replacement of the Public Water Main Facilities, without assessment or cost to Constance Woods. The foregoing notwithstanding, Constance Woods, as a municipal water customer, shall be responsible for all assessments and costs charged in accordance with schedules used throughout the Village for all such customers.

3. **Restoration of Surface.** The Village shall restore any portion of the Property disturbed by activities of the Village within the Easement Area to its condition before the disturbance; provided, however, that the Village shall not replace any trees or shrubbery within the Easement Area. The parties acknowledge and agree that storm water management facilities may be installed over portions of the Easement Area to serve Constance Woods' pending improvements on the Property.

4. **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 Constance Woods and the Village and their respective successors and assigns. Constance Woods and any successor or assign to Constance Woods as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after Constance Woods or its successor or assign has transferred its fee simple interest in the Property.

5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of 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 of Walworth County, Wisconsin.

7. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

8. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

VILLAGE:

VILLAGE OF WILLIAMS BAY, a Wisconsin municipal corporation

By:_____

Attest:_____

APPROVAL OF BOARD OF TRUSTEES

This Agreement was approved by the Board of Trustees of the Village of Williams Bay by Resolution dated the _____ day of _____, 2024.

This instrument was drafted by:

Samantha M. McCoy
GODFREY, LEIBSLE, BLACKBOURN
& HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262)723-3220
Facsimile: (262)723-5121
Email: smccoy@godfreylaw.com

Constance Woods, LLC, a Wisconsin limited liability company

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above named _____, who acknowledged himself to be the Manager of Constance Woods, LLC, a Wisconsin limited liability company, and to me is known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the company.

Notary Public, _____ County,
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

See attached.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, bounded and described as follows:

PERMANENT WATERMAIN EASEMENT (30' width):

The centerline of a permanent watermain easement commencing at the South 1/4 corner of said Southwest 1/4 of Section 1; thence bearing S88°39'51"W, along the South line of said Section 1, a distance of 660.39 feet to the Easterly line of Lot 1 of Certified Survey Map (CSM) No. 4998; thence bearing N00°46'24"W along said line, a distance of 74.98 feet to the Point of Beginning (POB); thence bearing S78°19'05"W, a distance of 23.37 feet; thence bearing N22°39'41"W, a distance of 105.91 feet; thence bearing N67°21'13"W, a distance of 67.00 feet; thence bearing N22°51'38"W, a distance of 74.99 feet; thence bearing N67°21'16"W, a distance of 60.00 feet; thence bearing N90°00'00"W, a distance of 118.00 feet; thence bearing S67°09'58"W, a distance of 16.36 feet to a Point "A"; thence bearing S67°09'58"W, a distance of 89.37 feet; thence bearing S19°29'05"W, a distance of 233.98 feet; thence bearing S87°54'21"W, a distance of 28.36 feet to the Westerly line of said CSM 4998, said point being the Point of Termination of said centerline. The sidelines of which are to be prolonged or shortened to terminate at the property lines of the subject parcel. Also the centerline of a permanent watermain easement commencing at Point "A": thence bearing N22°51'24"W, a distance of 67.10 to the Southerly Right-of-Way (ROW) line of Constance Boulevard, said point being the Point of Termination of said centerline. The sidelines of which are to be prolonged or shortened to terminate at the property lines of the subject parcel; containing 26,098 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.



PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

EXHIBIT C

MAP OF EASEMENT AREA

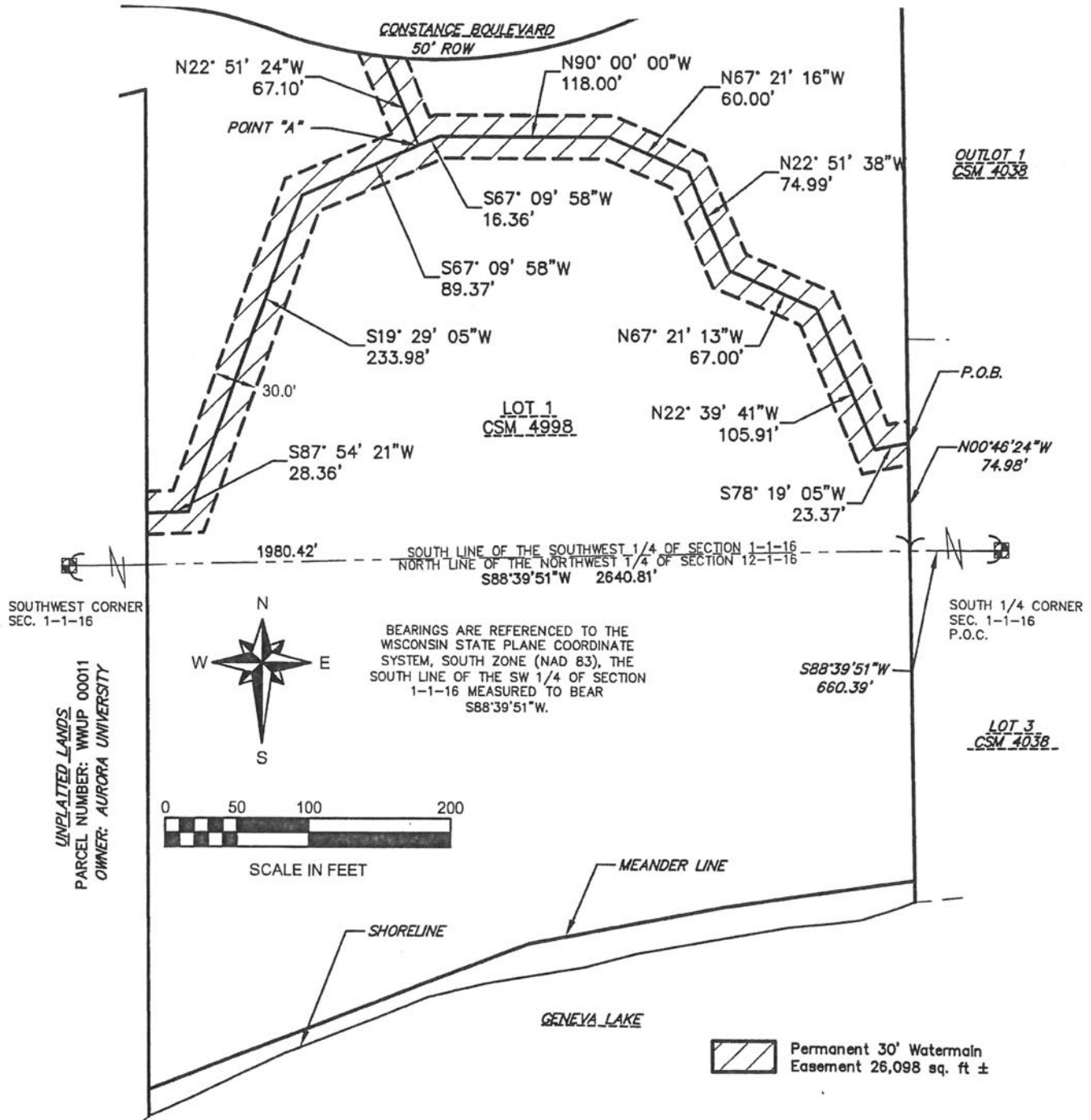
See attached.

PLEASE BE ADVISED THAT THE PARTIES HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIALS ON THE FOLLOWING MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by: _____
Agent for Constance Woods

Date: _____

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Ruekert•Mielke
www.ruekertmielke.com

PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

Document Name
**RELEASE AND TERMINATION OF
EXISTING WATERMAIN EASEMENT**

Document Number

Recording Area

Name and Return Address
Lisle W. Blackburn
Godfrey, Leibsle, Blackburn & Howarth, S.C.
354 Seymour Ct., Elkhorn, WI 53121

WA499800001

Parcel Identification Number (PIN)

This instrument was drafted by:
Attorney Samantha M. McCoy
GODFREY, LEIBSLE,
BLACKBOURN & HOWARTH, S.C.
354 Seymour Court
Elkhorn, WI 53121



**RELEASE AND TERMINATION OF
EXISTING WATERMAIN EASEMENT**

THIS RELEASE AND TERMINATION OF EXISTING WATERMAIN EASEMENT is entered into this ____ day of _____, 2024, by and between Constance Woods, LLC (“Constance Woods”) and the Village of Williams Bay (the “Village”).

RECITALS:

- A** **WHEREAS**, Constance Woods holds fee simple title to real property commonly known as Tax Key Number WA499800001, as legally described on **Exhibit A** (“Constance Woods Property”);
- B** **WHEREAS**, Pursuant Certified Survey Map No. 4998, recorded as Document #1053121 in the office of the Register of Deeds for Walworth County, a portion of the Constance Woods Property is subject to a 30-foot wide Watermain easement, which is legally described on **Exhibit B** and depicted on **Exhibit C** attached hereto and incorporated herein (the “Easement”) for the benefit of the Village; and
- C** **WHEREAS**, Constance Woods and the Village are desirous and willing to terminate the Easement.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Termination of Easement.** Constance Woods and the Village hereby release all their respective rights, title and interest to the Easement and terminate said Easement.

[Signature Pages Follow]

RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Constance Woods, LLC

By: _____

ACKNOWLEDGMENT

State of _____)
) ss.
_____ County)

Personally came before me this _____ day of _____, 2024, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Village of Williams Bay

By: _____

ACKNOWLEDGMENT

State of _____)
) ss.
_____ County)

Personally came before me this _____ day of _____, 2024, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

This document drafted by:
Attorney Samantha M. McCoy
Attorneys for Constance Woods, LLC
**GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.**
354 Seymour Court
Elkhorn, WI 53121
Main: (262) 723-3220
Facsimile: (262) 723-5121

EXHIBIT A
Legal Description of Constance Woods Property

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

EXHIBIT B
Legal Description of Easement Area

See attached.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, bounded and described as follows:

WATERMAIN EASEMENT RELEASE (30' width per document #1053121):

The centerline of a 30 foot watermain easement, as described in Document No. 1053121; commencing at the South 1/4 corner of said Southwest 1/4 of Section 1; thence bearing S88°39'51"W, along the South line of said Section 1, a distance of 660.39 feet to the Easterly line of Lot 1 of Certified Survey Map (CSM) No. 4998; thence bearing N00°46'24"W along said line, a distance of 65.86 feet to the Point of Beginning (POB); thence bearing S85°52'50"W, a distance of 533.39 feet to the Westerly line of said CSM 4998, said point being the Point of Termination of said centerline. The sidelines of which are to be prolonged or shortened to terminate at the property lines of the subject parcel, containing 16,002 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.



PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/24/23) CHECKED BY: TAYLOR PLACEK (10/24/23)

EXHIBIT C DEPICTION OF EASEMENT AREA

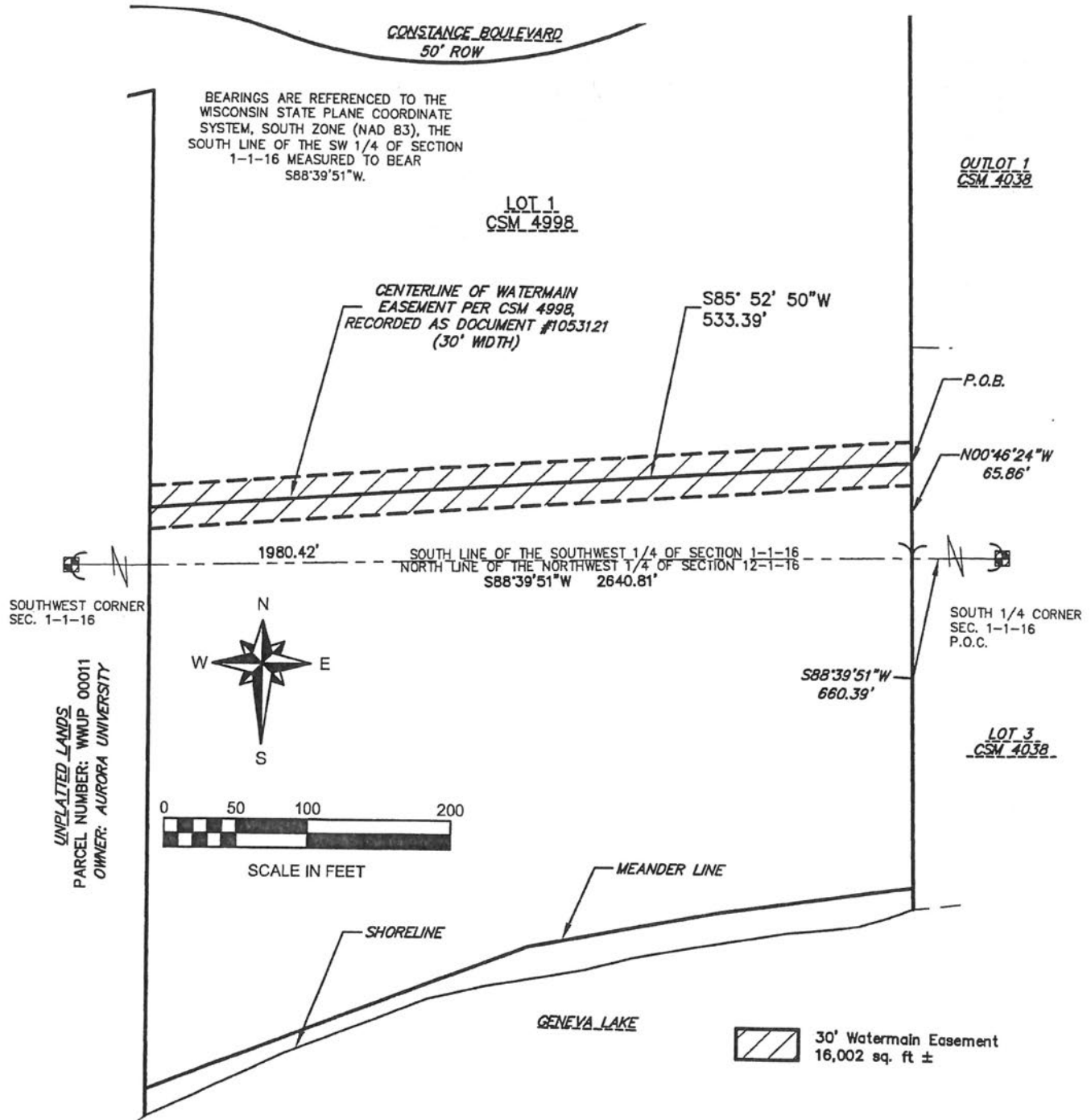
See attached.

PLEASE BE ADVISED THAT THE PARTIES HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIALS ON THE FOLLOWING MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by: _____
_____, agent for Constance Woods

Date: _____

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Ruekert • Mielke
www.ruekertmielke.com

PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/24/23) CHECKED BY: TAYLOR PLACEK (10/24/23)

Document Number

Document Name
**RELEASE AND TERMINATION OF
EXISTING WATERMAIN EASEMENT**

Recording Area

Name and Return Address
Lisle W. Blackbourn
Godfrey, Leibsle, Blackbourn & Howarth, S.C.
354 Seymour Ct., Elkhorn, WI 53121

WA499800001

Parcel Identification Number (PIN)

This instrument was drafted by:
Attorney Samantha M. McCoy
GODFREY, LEIBSLE,
BLACKBOURN & HOWARTH, S.C.
354 Seymour Court
Elkhorn, WI 53121



**RELEASE AND TERMINATION OF
EXISTING WATERMAIN EASEMENT**

THIS RELEASE AND TERMINATION OF EXISTING WATERMAIN EASEMENT is entered into this ____ day of _____, 2024, by and between Constance Woods, LLC (“Constance Woods”) and the Village of Williams Bay (the “Village”).

RECITALS:

- A. WHEREAS**, Constance Woods holds fee simple title to real property commonly known as Tax Key Number WA499800001, as legally described on **Exhibit A** (“Constance Woods Property”);
- B. WHEREAS**, Document #311353, recorded in the office of the Register of Deeds for Walworth County, granted to the Village Williams Bay a perpetual easement over a portion of the Constance Woods Property, as legally described on **Exhibit B** and depicted on **Exhibit C** attached hereto and incorporated herein, for the purpose constructing and maintaining a watermain (the “Easement”); and
- C. WHEREAS**, Constance Woods and the Village are desirous and willing to terminate the Easement.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **Termination of Easement.** Constance Woods and the Village hereby release all their respective rights, title and interest to the Easement and terminate said Easement.

[Signature Pages Follow]

RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Constance Woods, LLC

By: _____

ACKNOWLEDGMENT

State of _____)
 _____) ss.
 _____ County)

Personally came before me this ____ day of _____, 2024, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Village of Williams Bay

By: _____

ACKNOWLEDGMENT

State of _____)
) ss.
_____ County)

Personally came before me this ____ day of _____, 2024, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

This document drafted by:
Attorney Samantha M. McCoy
Attorneys for Constance Woods, LLC
**GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.**
354 Seymour Court
Elkhorn, WI 53121
Main: (262) 723-3220
Facsimile: (262) 723-5121

EXHIBIT A
Legal Description of Constance Woods Property

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

EXHIBIT B
Legal Description of Easement Area

See attached.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, bounded and described as follows:

WATERMAIN EASEMENT RELEASE (undefined width per document #311353):

The centerline of an undefined width watermain easement, as described in Document No. 311353; commencing at the South 1/4 corner of said Southwest 1/4 of Section 1; thence bearing S88°39'51"W, along the South line of said Section 1, a distance of 660.39 feet to the Easterly line of Lot 1 of Certified Survey Map (CSM) No. 4998; thence bearing N00°46'24"W along said line, a distance of 65.86 feet to the Point of Beginning (POB); thence bearing S85°52'50"W, a distance of 533.39 feet to the Westerly line of said CSM 4998, said point being the Point of Termination of said centerline. Subject to, but not limited to, covenants, restrictions and easements of record.



PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

EXHIBIT C
DEPICTION OF EASEMENT AREA

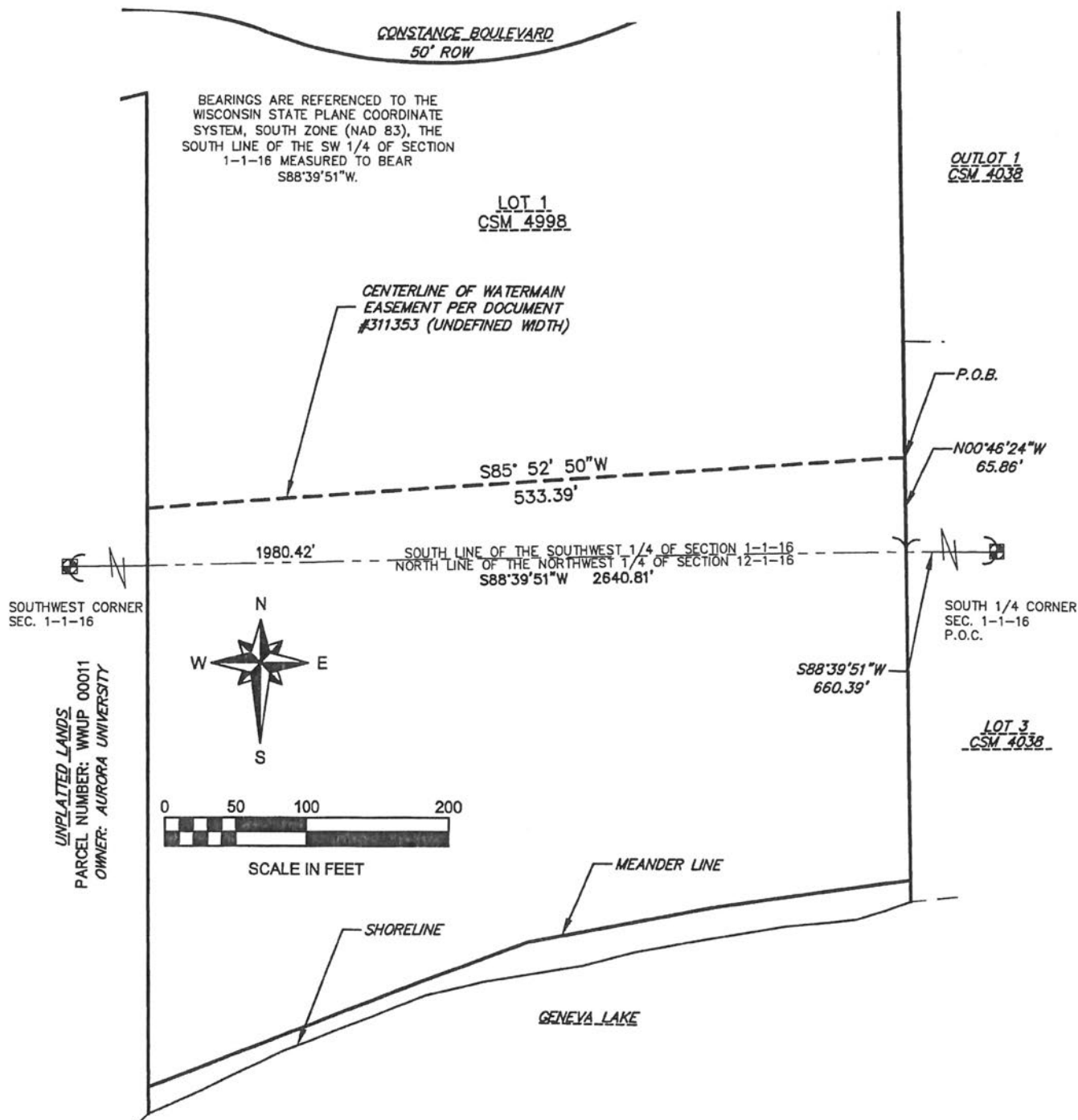
See attached.

PLEASE BE ADVISED THAT THE PARTIES HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIALS ON THE FOLLOWING MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by: _____
_____, agent for Constance Woods

Date:

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Ruekert • Mielke
www.ruekertmielke.com

PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

**SANITARY SEWER MAIN EASEMENT
AGREEMENT**

Document Number

Document Name

**THIS DOCUMENT IS EXEMPT FROM FEE AND RETURN
BECAUSE IT IS NOT A CONVEYANCE BY DEFINITION PER WIS.
STAT. § 77.21(1).**

THIS SEWER LATERAL EASEMENT AGREEMENT
("Agreement") is made this _____ day of _____, 2024, by
CONSTANCE WOODS, LLC, a Wisconsin limited liability company
("Constance Woods").

RECITALS:

WHEREAS, Constance Woods owns certain real property
located in the Village of Williams Bay ("Village"), more particularly
described in the attached **Exhibit A** incorporated herein ("Property"); and

WHEREAS, to enable the Village, in its sole discretion, to install public sanitary sewer main
facilities, Constance Woods is willing to grant a permanent, non-exclusive easement for a municipal sanitary sewer
main and all associated facilities and appurtenances (collectively, "Sanitary Sewer Main Facilities") over a twenty
(20) foot-wide portion of the Property, more particularly described in the attached **Exhibit B** incorporated herein,
and depicted in the attached **Exhibit C** incorporated herein ("Easement Area").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which
are hereby acknowledged, the following grants, agreements, covenants and restrictions are hereby made.

1. **Grant of Easement.** Constance Woods hereby grants and conveys to the Village and its agents and
licensees, a perpetual, non-exclusive easement and right-of-way, across, under and within the Easement
Area, for the purpose of constructing, operating, maintaining, repairing, and replacing the underground
Sanitary Sewer Main Facilities. The Sanitary Sewer Main Facilities shall be underground and buried to a
sufficient depth so as to avoid any interference or restriction with Constance Woods' use of the Easement
Area, except that any above-ground Sanitary Sewer Main Facilities shall be placed at grade.
2. **Maintenance of Sanitary Sewer Main Facilities.** The Village shall be responsible for the design,
installation, maintenance, repair and replacement of the Sanitary Sewer Main Facilities, without assessment
or cost to Constance Woods. The foregoing notwithstanding, Constance Woods, as a municipal water and
sanitary sewer customer, shall be responsible for all assessments and costs charged in accordance with
schedules used throughout the Village for all such customers.
3. **Restoration of Surface.** The Village shall restore any portion of the Property disturbed by activities of the
Village within the Easement Area to its condition before the disturbance; provided, however, that the
Village shall not replace any trees or shrubbery within the Easement Area. The parties acknowledge and
agree that storm water management facilities may be installed over portions of the Easement Area to serve
Constance Woods' pending improvements on the Property.
4. **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
Constance Woods and the Village and their respective successors and assigns. Constance Woods and any
successor or assign of Constance Woods as a fee simple owner of the Property shall cease to have any

Recording Area

Name and Return Address

Lisle W. Blackburn
GODFREY, LEIBSLE, BLACKBOURN
& HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121

WA499800001

Parcel Identification Number (PIN)

liability under this Agreement with respect to facts or circumstances arising after Constance Woods or its successor or assign has transferred its fee simple interest in the Property.

5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of 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 of Walworth County, Wisconsin.
7. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
8. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Village of Williams Bay, a Wisconsin municipal corporation

By: _____

Attest: _____

APPROVAL OF BOARD OF TRUSTEES

This Agreement was approved by the Board of Trustees of the Village of Williams Bay by Resolution dated the _____ day of _____, 2024.

This instrument was drafted by:

Samantha M. McCoy
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262) 723-3220
Email: smccoy@godfreylaw.com

Constance Woods, LLC, a Wisconsin limited liability company

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of October, 2024, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF CONSTANCE WOODS PROPERTY

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

See attached.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, bounded and described as follows:

PERMANENT SANITARY SEWER EASEMENT (20' width):

The centerline of a permanent sanitary sewer easement commencing at the North 1/4 corner of said Northwest 1/4 of Section 12; thence bearing S88°39'51"W, along the South line of said Section 1, a distance of 660.39 feet to the Easterly line of Lot 1 of Certified Survey Map (CSM) No. 4998; thence bearing S00°46'24"E along said line, a distance of 228.69 feet to the Point of Beginning (POB); thence bearing S80°50'35"W, a distance of 83.69 feet; thence bearing S79°19'45"W, a distance of 294.19 feet; thence bearing S70°57'50"W, a distance of 151.93 feet; thence bearing S17°15'44"W, a distance of 33.73 feet; thence bearing S66°10'56"W, a distance of 8.10 feet to the Westerly line of said CSM 4998, said point being the Point of Termination of said centerline. The sidelines of which are to be prolonged or shortened to terminate at the property lines of the subject parcel, containing 11,432 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.



PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

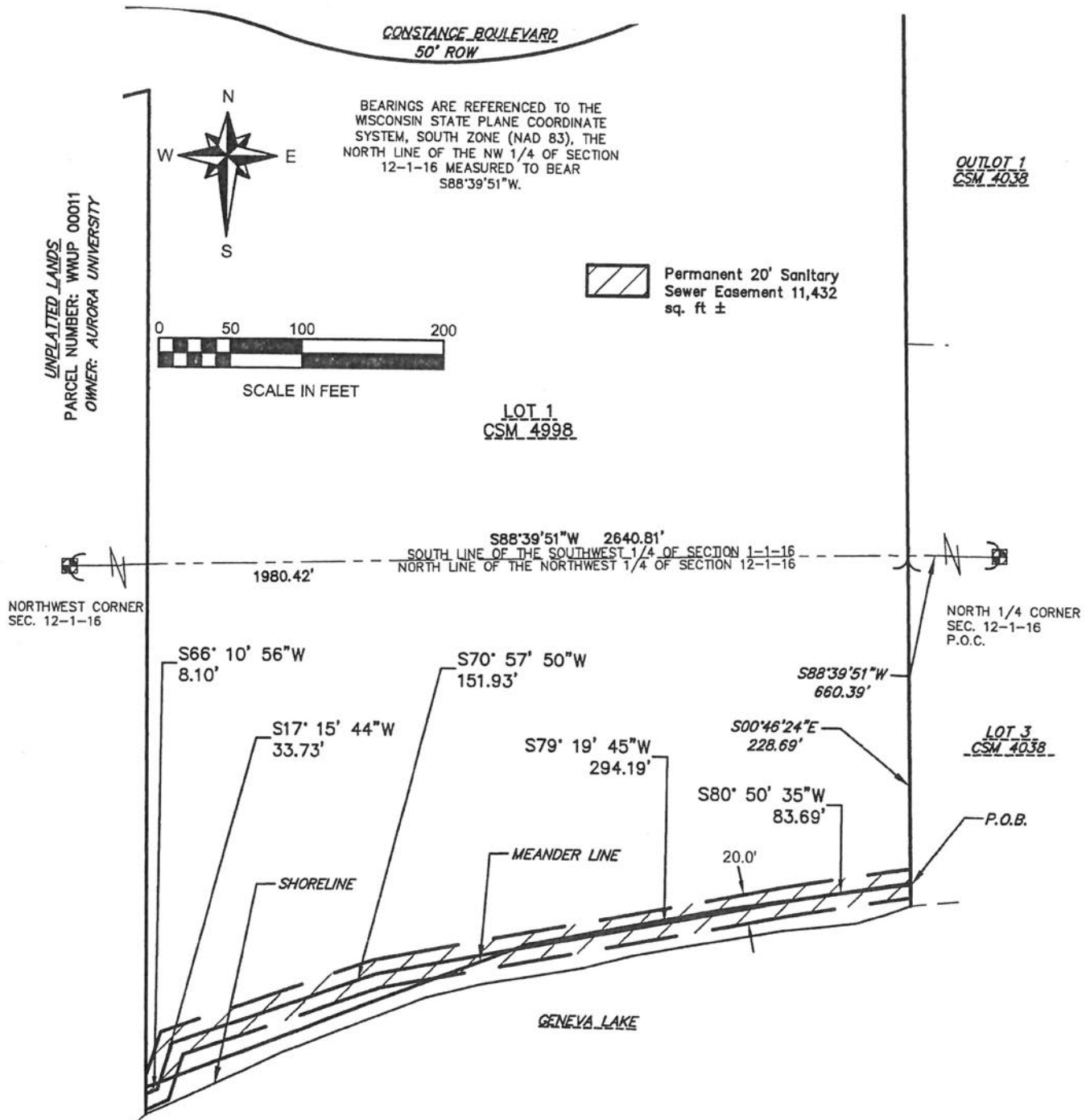
EXHIBIT C
LEGAL DESCRIPTION & DEPICTION OF EASEMENT AREA

See attached.

NOTE: The undersigned hereby directs viewers to ignore the printed text material on the map portion of the following. With regard to such map portion, only the spatial relationships of the illustrations on the map are presented for your information.

Signed by: _____ Date: _____, 2024
_____, agent for Constance Woods, LLC

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Ruekert•Mielke
www.ruekertmielke.com

PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (10/19/23) CHECKED BY: TAYLOR PLACEK (10/19/23)

Document Number	Document Name RELEASE AND TERMINATION OF EXISTING SANITARY SEWER EASEMENT
Recording Area	
Name and Return Address Lisle W. Blackbourn Godfrey, Leibsle, Blackbourn & Howarth, S.C. 354 Seymour Ct., Elkhorn, WI 53121	
<u>WA499800001</u> Parcel Identification Number (PIN)	

This instrument was drafted by:
Attorney Samantha M. McCoy
GODFREY, LEIBSLE,
BLACKBOURN & HOWARTH, S.C.
354 Seymour Court
Elkhorn, WI 53121



**RELEASE AND TERMINATION OF
EXISTING SANITARY SEWER EASEMENT**

THIS RELEASE AND TERMINATION OF EXISTING SANITARY SEWER EASEMENT is entered into this ____ day of _____, 2024, by and between Constance Woods, LLC (“Constance Woods”) and the Village of Williams Bay (the “Village”).

RECITALS:

- A. WHEREAS**, Constance Woods holds fee simple title to real property commonly known as Tax Key Number WA499800001, as legally described on **Exhibit A** (“Constance Woods Property”);
- B. WHEREAS**, Document #350387, recorded in the office of the Register of Deeds for Walworth County, granted to the Village Williams Bay a perpetual easement over a portion of the Constance Woods Property, as legally described on **Exhibit B** and depicted on **Exhibit C** attached hereto and incorporated herein, for the purpose of constructing and maintaining a sewer main (the “Easement”); and
- C. WHEREAS**, Constance Woods and the Village are desirous and willing to terminate the Easement.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **Termination of Easement.** Constance Woods and the Village hereby release all their respective rights, title and interest to the Easement and terminate said Easement.

[Signature Pages Follow]

RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Constance Woods, LLC

By: _____

ACKNOWLEDGMENT

State of _____)
 _____) ss.
 _____ County)

Personally came before me this ____ day of _____, 2024, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

RELEASE AND TERMINATION SIGNATURE PAGE

Dated: _____

Village of Williams Bay

By: _____

ACKNOWLEDGMENT

State of _____)
 _____) ss.
 _____ County)

Personally came before me this ____ day of _____, 2024, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Walworth County, WI
My commission _____

This document drafted by:
Attorney Samantha M. McCoy
Attorneys for Constance Woods, LLC
**GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.**
354 Seymour Court
Elkhorn, WI 53121
Main: (262) 723-3220
Facsimile: (262) 723-5121

EXHIBIT A
Legal Description of Constance Woods Property

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

EXHIBIT B
Legal Description of Easement Area

See attached.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, bounded and described as follows:

EASEMENT RELEASE:

The centerline of an existing sanitary sewer easement commencing at the North 1/4 corner of said Northwest 1/4 of Section 12; thence bearing S88°39'51"W, along the South line of said Section 1, a distance of 660.39 feet to the Easterly line of Lot 1 of Certified Survey Map (CSM) No. 4998; thence bearing S00°46'24"E along said line, a distance of 228.42 feet to the Point of Beginning (POB); thence bearing S80°39'45"W, a distance of 83.73 feet; thence bearing S79°19'45"W, a distance of 296.20 feet; thence bearing S62°09'45"W, a distance of 179.88 feet to the Westerly line of said CSM 4998, said point being the Point of Termination of said centerline. The sidelines of which are to be prolonged or shortened to terminate at the property lines of the subject parcel, containing 5,598 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.



PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

EXHIBIT C
DEPICTION OF EASEMENT AREA

See attached.

PLEASE BE ADVISED THAT THE PARTIES HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIALS ON THE FOLLOWING MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by: _____
_____, agent for Constance Woods

Date:

UNPLATTED LANDS
PARCEL NUMBER: WWUP 00011
OWNER: AURORA UNIVERSITY



Page 54 of 68

Document Name
**EASEMENT FOR PEDESTRIAN
USE ONLY AGREEMENT**

Document Number

THIS DOCUMENT IS EXEMPT FROM FEE AND RETURN BECAUSE IT IS NOT A CONVEYANCE BY DEFINITION PER WIS. STAT. § 77.21(1).

THIS EASEMENT FOR PEDESTRIAN USE ONLY AGREEMENT ("Agreement") is made this _____ day of January, 2024, between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village"), and CONSTANCE WOODS, LLC, a Wisconsin limited liability company ("Constance Woods").

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 62, with authority to enter into this Agreement under its ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, Constance Woods is the titleholder of certain real property located in the Village, more particularly described in the attached Exhibit A incorporated herein ("Property"); and

WHEREAS, The Village wishes to have access to a certain portion of the Property to construct, maintain and repair an eight (8) foot wide pedestrian only path; and

WHEREAS, to enable the Village, in its sole discretion, to construct, maintain and repair the pedestrian only path, Constance Woods is willing to grant a permanent, non-exclusive easement for pedestrian use only to the Village over a ten (10) foot-wide portion of the Property, more particularly described and depicted in the attached Exhibit B incorporated herein ("Easement Area"),

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are hereby made.

1. **Recitals Incorporated.** The Recitals set forth above are incorporated into this Agreement and made a part of this Agreement as if fully set forth herein.

2. **Grant of Easement.** Constance Woods hereby grants and conveys to the Village and its agents and licensees, a perpetual, non-exclusive ten (10) foot wide easement and right-of-way, across the Easement Area for pedestrian use only, and not for motorized or non-motorized vehicles, as described and depicted in the attached Exhibit B ("Pedestrian Easement").

Recording Area

Name and Return Address:

Godfrey, Leibsle, Blackburn & Howarth, S.C.
Attn: Lisle W. Blackburn
354 Seymour Court
Elkhorn, WI 53121

WA499800001

Parcel Identification Number (PIN)



3. **Improvement of Pedestrian Easement.** The Village may construct a hard surfaced path on the Pedestrian Easement at its sole expense not to exceed eight (8) feet in width ("Pedestrian Path").

4. **Maintenance of Pedestrian Easement and Path.** The Village shall be responsible for the construction, operation, maintenance, and repair of the ten (10) foot wide Pedestrian Easement and the eight (8) foot wide Pedestrian Path without assessment or cost to Constance Woods.

5. **Limitation on Additional Drainage to Property.** Developer will grade the Pedestrian Easement in preparation for any Pedestrian Path the Village may construct on the Pedestrian Easement at a later date. The drawing of the grading to be performed by Developer and the resulting drainage Developer is willing to accept from the Pedestrian Easement onto the Property is addressed in the attached Exhibit C. 14 acres of land is associated with the watershed for the existing drainage way on the west side of the Property. The Village will be allowed to add a maximum of 3300 sq. ft. of roadway paving within the 14 acre drainage area that contributes runoff into the drainage way on the west side of the Property. The western portion of the Pedestrian Easement (about 3000 sq. ft.) will also contribute runoff into the drainage way on the west side of the Property. The grading (as shown in Exhibit C) of the remainder of the Pedestrian Easement directs runoff into swales (within the right-of-way of Constance Boulevard) that will be picked up with pipes and directed to the east side of the Property. The Village agrees that none of the aforementioned runoff will be detained or filtered by the Developer's storm water system.

6. **Restoration of Surface.** The Village shall restore any portion of the Property disturbed by activities of the Village within the Easement Area to its condition before the disturbance; provided, however, that the Village shall not replace any trees or shrubbery within the Easement Area.

7. **Indemnification.** The Village shall indemnify and hold Constance Woods harmless from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorney fees and all litigation costs, in connection with injury to or death of any person or injury or damage to any property occurring in or about the property arising from use of the Easement Area by the Village or by Easement Area users; and the Village shall defend through legal counsel satisfactory to Constance Woods or its assigns any suit or action brought against Constance Woods or its assigns based on any such alleged injury or damage, at the sole expense of the Village.

8. **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 Constance Woods and the Village and their respective successors and assigns. Constance Woods and any successor or assign to Constance Woods as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after Constance Woods or its successor or assign has transferred its fee simple interest in the Property.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. **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 of Walworth County, Wisconsin.

11. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

12. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

VILLAGE:

VILLAGE OF WILLIAMS BAY, a Wisconsin municipal corporation

By: _____

Attest: _____

APPROVAL OF BOARD OF TRUSTEES

This Agreement was approved by the Board of Trustees of the Village of Williams Bay by Resolution dated the ____ day of January, 2024.

This instrument was drafted by:

Lisle W. Blackburn
GODFREY, LEIBSLE, BLACKBOURN
& HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262) 723-3220
Facsimile: (262) 741-1515
Email: lblackbourn@godfreylaw.com

T:\C\Constance Woods LLC\V. of Willams Bay CUP application\Easement Documents\Pedestrian Use Only Easement - FINAL.doc

Constance Woods, LLC, a Wisconsin limited liability company

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of January, 2024, the above named _____, who acknowledged himself to be the Manager of Constance Woods, LLC, a Wisconsin limited liability company, and to me is known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the company.

Notary Public, _____ County,
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

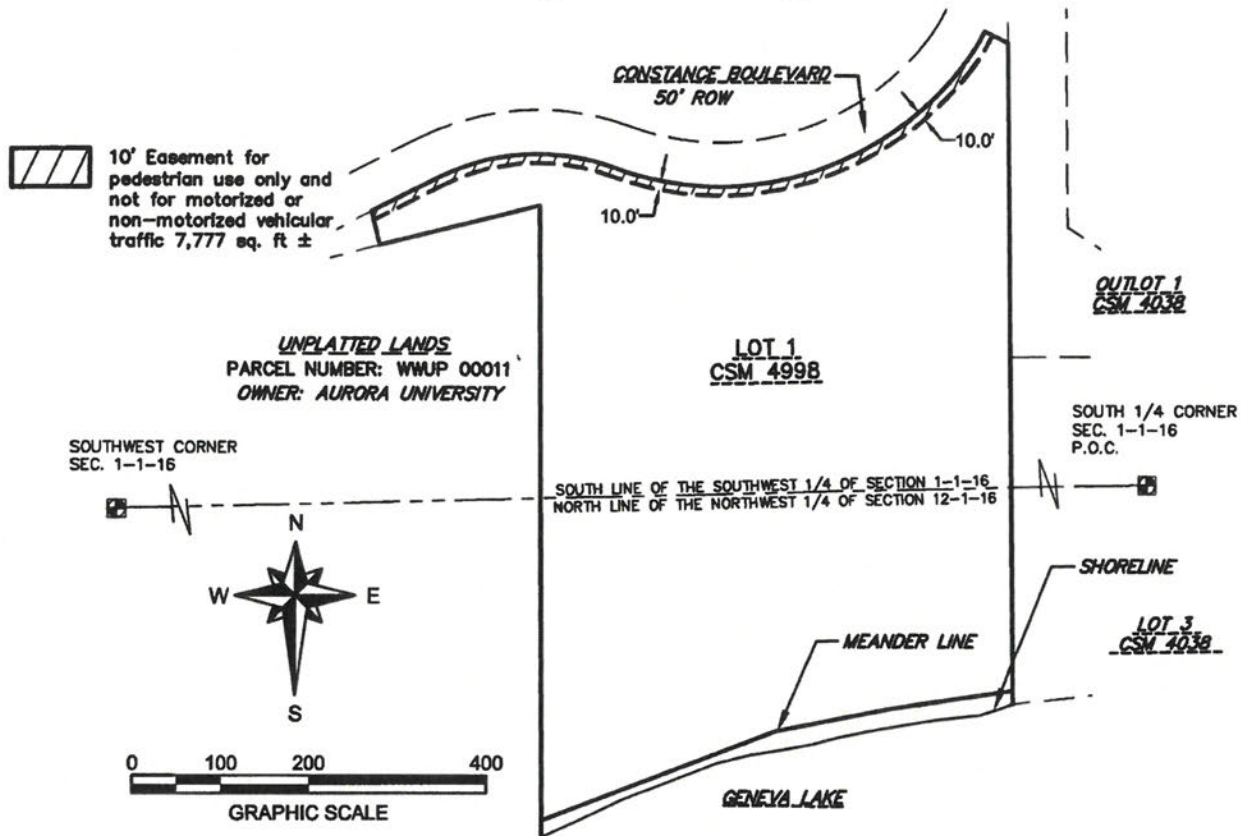
EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

See attached.

EASEMENT FOR PEDESTRIAN USE ONLY

Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 1, Township 1N., Range 16E., Village of Williams Bay, Walworth County, Wisconsin.



Being part of Lot 1 of Certified Survey Map No. 4998, located in part of the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 1, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

EASEMENT FOR PEDESTRIAN USE ONLY:

The Northerly 10 feet of Lot 1 of Certified Survey Map (CSM) No. 4998, containing 7,777 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.

PROPERTY LINES SHOWN ON THIS EXHIBIT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR OCCUPATION LINES. THIS EXHIBIT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING LINES OF THE PUBLIC LAND SURVEY SYSTEM AND RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE PROPERTY SURVEY AS DEFINED AND PURSUANT TO THE WISCONSIN ADMINISTRATIVE CODE A-E 7.

Ruekert • Mielke
www.ruekertmielke.com

PREPARED FOR:
Constance Woods, LLC.
303 Wacker Drive, Suite 315
Chicago, IL 60601

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ P.L.S. (1/17/24) CHECKED BY: TAYLOR PLACEK (1/17/24)

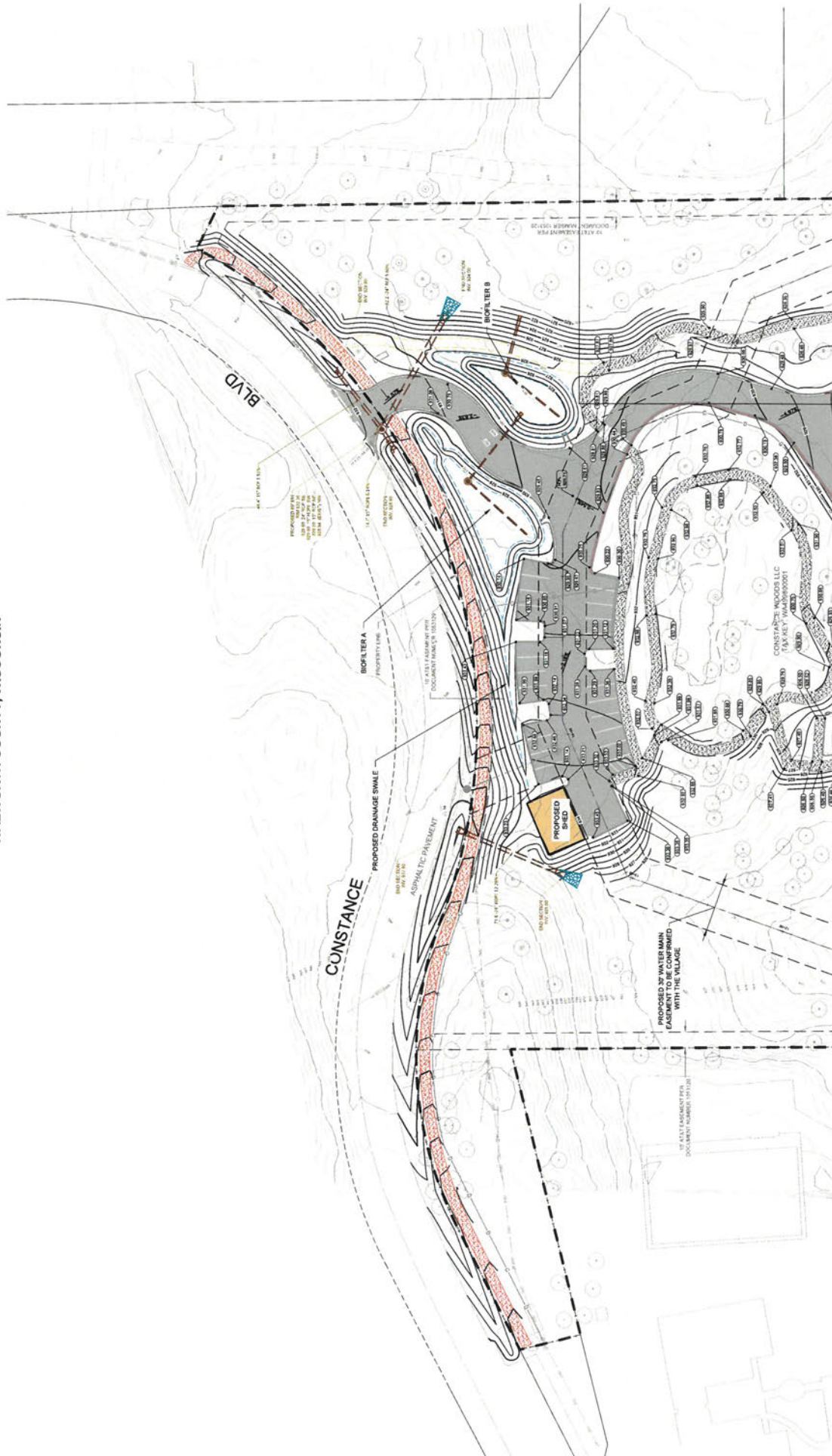
EXHIBIT B

EXHIBIT C

CONSTANCE BOULEVARD PATH EXHIBIT

See attached.

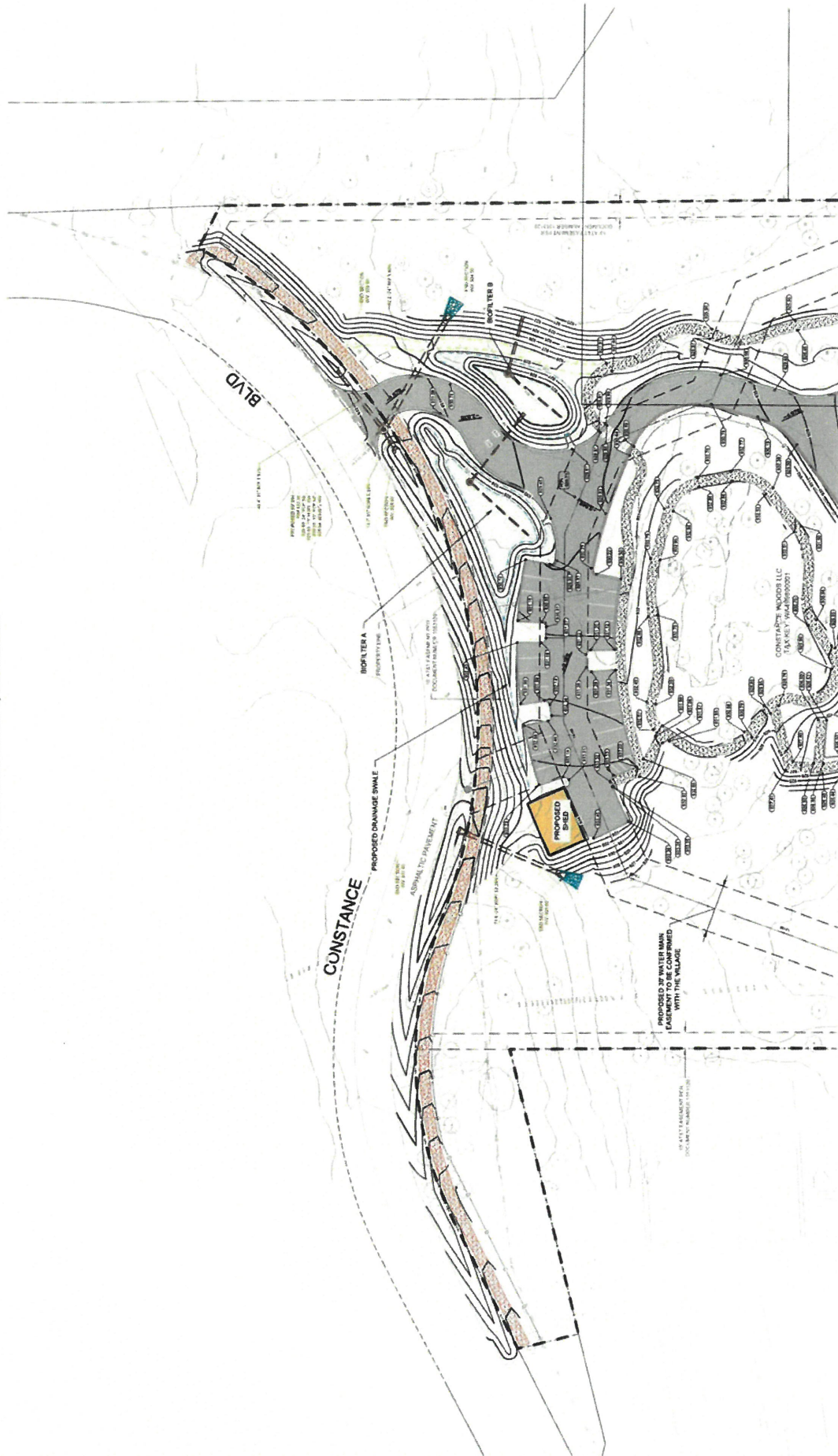
EXHIBIT C
 CONSTANCE BOULEVARD PATH EXHIBIT
 VILLAGE OF WILLIAMS BAY
 WALWORTH COUNTY, WISCONSIN



- LEGEND**
- FUTURE 6' PATH CONSTRUCTED BY OTHERS
 - FUTURE WAC ON-SITE PATH
 - PROPOSED WAC ON-SITE PATH



EXHIBIT C
CONSTANCE BOULEVARD PATH EXHIBIT
VILLAGE OF WILLIAMS BAY
WALWORTH COUNTY, WISCONSIN



- LEGEND**
- FUTURE F PATH CONSTRUCTED BY OTHERS
 - FUTURE WLC ON-SITE PATH
 - PROPOSED WLC ON-SITE PATH

DATE: JANUARY 15, 2024
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VILLAGE OF WILLIAMS BAY

PO Box 580
155 Elkhorn Rd.
WILLIAMS BAY, WI 53191
(262) 245-2700

January 7, 2019

WATER AND SANITARY SEWER MAIN SPECIFICATIONS

Director of Public Works:	Wayne Edwards (262) 245-2706
Consulting Engineer:	Baxter Woodman 256 South Pine Street Burlington, WI 53105 (262) 763-7834 Doug Snyder
Watermain:	CL-52 Ductile Iron Pipe or AWWA Cast Iron O.D. C-909 PVC Water Pipe with 10ga Blue Tracer Wire and Tracer Wire Access Boxes
Watermain Fittings:	Compact Ductile Iron Mechanical Joint Fittings with Cor-Blue or 304 SS Nuts and Bolts Must Be American Made AWWA-C-153
Gate Valves:	4-12" Mueller A2361 Resilient Wedge Valve 2" Sq. Nut Open Left No Alternates Allowed
Butterfly Valves:	14" And Larger Mueller B3211-20 or Pratt Mechanical Joint Butterfly Valve AWWA C504 2" Sq. Nut Open left No Alternates Allowed
Fire Hydrants:	A423 Mueller Centurion Hydrant 6' Trench Depth, 6" MJ Shoe 1 ½" Pentagon Operating Nut, Open Left, National Standard Nozzles, with 5" Storz Connection Painted Red No Alternates Allowed

All Hydrant Parts & Extensions
Must Be Original Manufacturer
Parts



Valve Boxes & Adapter:	664S Cast Iron Two Piece Box Must Be American Made Rubber Valve Box Adapter Shall Be Valve Box Adapter II Manufactured By Adapter, Inc. No Alternates Allowed
Tapping Sleeve & Valves:	Mueller H615 Mechanical Joint Tapping Sleeve W/Mueller A2361 Flg X MJ Resilient Wedge Valve No Alternates Allowed. #665 Smith Blair Stainless Steel Tapping Sleeve acceptable Only in Vaults or if in Non-Paved location
Repair Clamps:	#226 Smith Blair Repair Clamp With Stainless Steel Bolts & Nuts
Water Service Lines:	SDR 9 Polyethylene Tubing (CTS) 250 PSI AWWA C901 with Stiffeners & 12ga Tracer Wire
1" Water Service Fittings:	1" H-15008 Mueller Compression Corporation Stop 1" H-15155 Mueller Compression Curb Stop 6" H-10300 Mueller Curb Box 1 1/4 x 39 Rod No Alternates Allowed
1 1/2 and 2" Water Service Fittings:	1 1/2-2" H-15013 Mueller Compression Corporation Stop 1 1/2-2" B-25155 Mueller Compression Curb Stop 6" H-10300 Mueller Curb Box 1 1/4 x 39 Rod #317 Smith Blair Epoxy Coated Saddle W/Stainless Steel Straps or JCM Equal
Sanitary Sewer Pipe:	SDR 26 ASTM D-3034
Sanitary Sewer Laterals:	SDR 26 ASTM D-3034
Service Fittings:	Gasket Joint Wye Fittings W/45° Bend ASTM D-3034
Manhole Covers:	1050 East Jordan Frame with 1020 Cover or equal in Roadway

1020 East Jordan Frame with
1020 Cover or equal off Roadway