

Document Number

**FORCE MAIN SEWER EASEMENT
AGREEMENT
Title of Document**

Recording Area

Name and Return Address

**Attorney Andrew J. Rossmeissl
800 N. Lynndale Drive
Appleton, WI 54**

39918, 39516, 39514

Parcel Identification Number (PIN)

DRAFTED BY:

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920-882-3219

THIS FORCEMAIN SEWER EASEMENT AGREEMENT (hereinafter this "Agreement") is made as of this ____ day of _____, 202__, by and between North Shore Golf Club, Inc., whose principal office is located at N8421 North Shore Road, Menasha, Wisconsin 54952, (hereinafter "Grantor") and the Village of Harrison, Wisconsin, whose principal address is W5298 State Road 114, Harrison, Wisconsin 54952 (hereinafter "Grantee"). Grantor and Grantee may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, Grantor is the present owner of certain real property described in the attached **Exhibit A** consisting of Calumet County Tax Parcel Numbers 39924, 39922, 39918, 39510, 39514, 39516, 39508, and 39506 (hereinafter the "Golf Course").

WHEREAS, Grantee presently owns and maintains a sanitary sewer forcemain ("Forcemain") located in railroad right-of-way located within the Golf Course.

WHEREAS, Grantee intends to replace the Forcemain as it is failing.

WHEREAS, if Grantee were to replace the Forcemain within railroad right-of-way, it would have to use the open-cut excavation method and acquire a Temporary Limited Easement from Grantor which would result in the disruption of certain Grantor-owned golf course facilities located on the Golf Course including but not limited to trees, tees, greens and cart paths.

WHEREAS, if, instead of the open-cut excavation method, Grantee is permitted use of the Easement Area specified within this Agreement, Grantee would instead use the directional bore method for the new Forcemain placed below grade to minimize disruption to the Easement Area and Grantor-owned golf course facilities located on the Golf Course.

WHEREAS, Grantor agrees to permit Grantee to pursue the directional bore method of construction so as to minimize disruptions to the Grantor-owned golf course facilities located on the Golf Course before, during and after construction of the new sanitary sewer Forcemain.

NOW THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

- 1) Grantor, for itself, its heirs, executors, administrators, successors, and assigns, hereby grants, sells, and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors, and assigns, a non-exclusive perpetual easement for the limited purposes stated in this Agreement within the "Easement Area" defined and depicted in the attached **Exhibit A**.
- 2) Within the Easement Area, Grantee shall directional bore and install an underground High-Density Polyethylene sanitary sewer Forcemain at the approximate location shown on the attached **Exhibit B** and may construct and maintain facilities to access said sewer main

and house air-release and vacuum valves (hereinafter “Manholes”) at the approximate locations shown in the attached **Exhibit B**. During construction of the Forcemain, temporary boring pits may be excavated at mutually agreeable strategic locations designed to minimize disruption to critical areas of the golf course facilities located on the Golf Course at the locations shown in **Exhibit B**. Following construction, any temporary boring pits shall be filled in and restored to their pre-construction state, to the satisfaction of the Grantor; notwithstanding, Grantee shall not be required to replace trees removed for the excavation of boring pits.

- 3) During construction and maintenance of the sewer main, boring pits, and Manholes, Grantee shall access any portion of the Easement Area from the closest practical access point(s) to its existing right-of-way located within the railroad right-of-way, shall minimize disruptions to Grantor, the Golf Course, and golfers using the Golf Course, and in the event that construction or maintenance activities are likely to result in any such disruption, shall confer with a designated representative of Grantor to mutually plan times and dates for construction activities that mitigate any such disruptions (noting, however, that the elimination of all conceivable disruptions to Grantor will not likely be possible).
- 4) Future access to the Manholes or sewer facilities owned by the Grantee shall occur from Grantee’s existing easement within the railroad right-of-way.
- 5) Any Manholes shall be built to standard specifications.
- 6) In addition to the construction activities specified herein and the permanent location of sewer facilities within the Easement Area, Grantee may also use said Easement Area to inspect, maintain, operate, make use of, repair, alter, clean, replace, upgrade or remove the subject new force main sewer and Manholes, subject to the same duties to mitigate disruptions applicable during such work, and subject to restoration obligations found within this agreement
- 7) Except in unanticipated emergency situations where temporary excavation may be necessary, Grantee’s right to access the sewer facilities shall be limited to the Manhole locations identified on **Exhibit B** or otherwise shall be below grade through the Forcemain itself.
- 8) After directly or indirectly causing any disruption or damage to the surface of the lands or underground facilities contained within the Easement Area or to Grantor-owned facilities located on the Golf Course, Grantee shall promptly restore said conditions or facilities to their approximate pre-disruption state, as reasonably determined to be necessary by a golf course architect selected by Grantor, with any fixtures or golf course related features

* _____
Notary Public, State of Wisconsin
My commission (is permanent) expires: _____

NORTH SHORE GOLF CLUB, INC.

By: _____
Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____, the above-named _____ be known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My commission (is permanent) (expires: _____

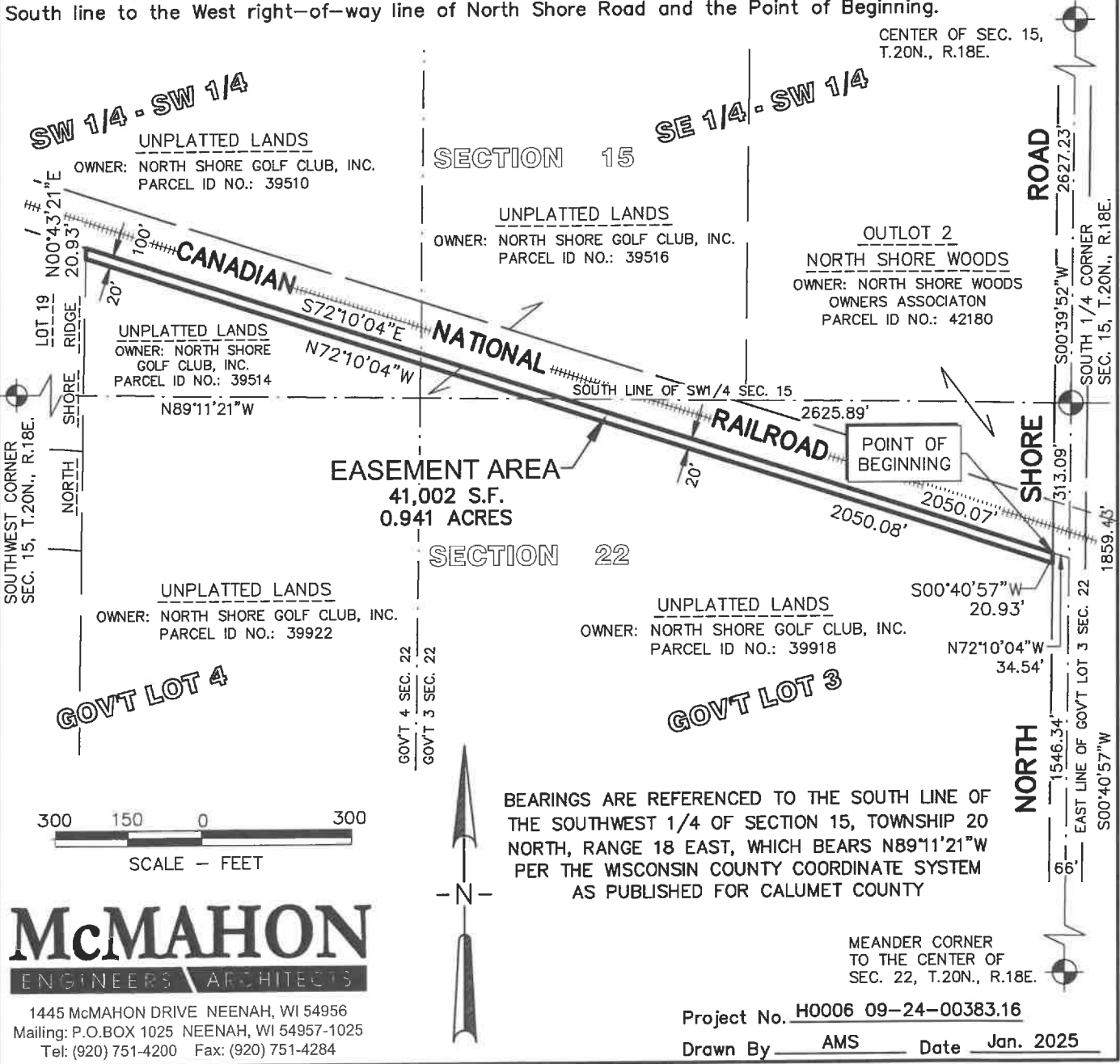
EXHIBIT A

20' SANITARY SEWER EASEMENT

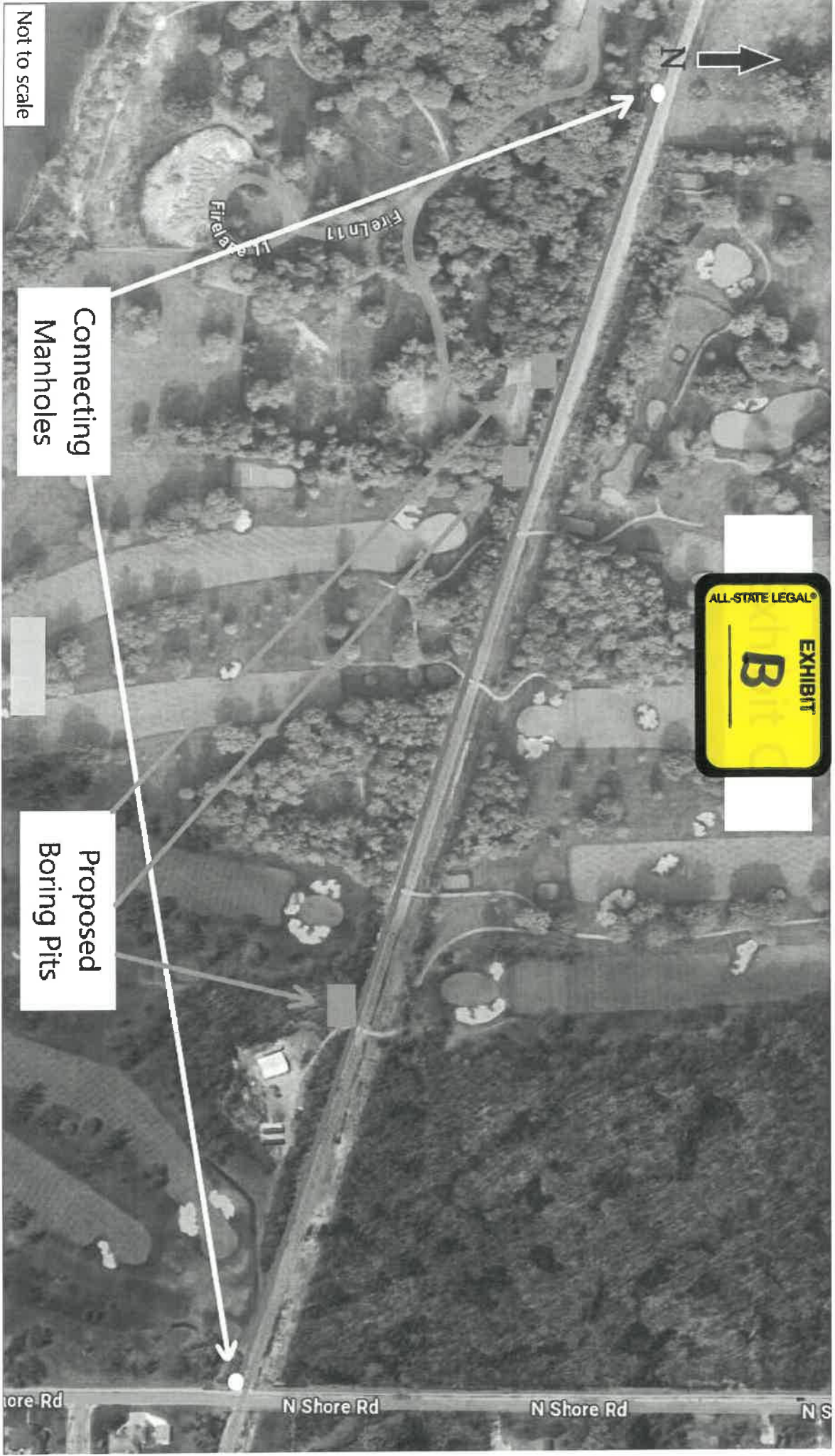
PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 15; AND PART OF GOVERNMENT LOT 3, SECTION 22; ALL IN TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN, CONTAINING 41,002 SQUARE FEET (0.941 ACRES) OF LAND, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A strip of land 20.00 feet in width, laying parallel and adjacent to the South right-of-way line of the Canadian National Railroad:
Commencing at the South 1/4 corner of said Section 15; Thence S00°40'57"W, 313.09 feet along the East line of said Government Lot 3 of Section 22; Thence N72°10'04"W, 34.54 feet to the intersection of the West right-of-way line of North Shore Road with the South right-of-way line of Canadian National Railroad and the Point of Beginning; Thence S00°40'57"W, 20.93 feet along said West right-of-way line; Thence N72°10'04"W, 2050.08 feet to the East line of Lot 19 of North Shore Ridge, recorded in Volume D of Plats on Page 171 as Document No. 579699; Thence N00°43'21"E, 20.93 feet along said East line to the South right-of-way line of Canadian National Railroad; Thence S72°10'04"E, 2050.07 feet along said South line to the West right-of-way line of North Shore Road and the Point of Beginning.

ceadlor, W:\PROJECTS\H0006\0924-003833\CADD\Civil3D\Survey Documents\FORCE MAIN SEWER EASEMENT\NorthShoreCofL_SewerEasement.dwg, easement, Plot Date: 1/14/2025 1:34 PM



Not to scale



Connecting
Manholes

Proposed
Boring Pits



ore Rd N Shore Rd N Shore Rd N S