

TOWN OF HUMBOLDT
BROWN COUNTY

TOWN BOARD RESOLUTION FOR DISCONTINUING PUBLIC WAY

RESOLVED, that the Town Board of the Town of Humboldt, introduces the following resolution regarding the discontinuation of a Town public way:

This Resolution affects the Town public way described in “Exhibit A” and made a part hereof. Exhibit A also contains the legal description of the public way.

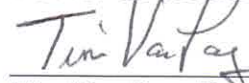
A scale map of the road and the land that would be affected by the resolution is also included in the attached Exhibit A.

The owners of record of land through which the public way passes, the owners of lands abutting the public way and the owners of lands serviced by the public way is attached as Exhibit B.

The Town Board shall schedule a hearing on the discontinuation of said public way and shall publish a Class 3 Notice under Chapter 985 stating the date, time and location that the public hearing will take place and the public way to be discontinued. Notice will also be served on the owners of all frontage on the lots and lands abutting upon the public way sought to be discontinued in the manner provided for the service of summons in the Circuit Court at least 30 days before the hearing. In addition, notice shall be provided to the Department of Transportation and Brown County as necessary.

A Lis Pendens has been filed and is attached as Exhibit C.

TOWN OF HUMBOLDT



Tim Van Pay, Town Chairman

Attest:



Judy Baiertl, Town Clerk

Dated this ⁴th day of December, 2023.

ROAD DISCONTINUATION AGREEMENT

This Road Discontinuation Agreement (“Agreement”) is entered into by and between the Town of Humboldt (“Town”) and Neal Mertens (“Mertens”).

Recitals

WHEREAS, Mertens is the owner of property in the Town that is adjacent to a public right-of-way; and

WHEREAS, Mertens has asked the Town to discontinue the right-of-way; and

WHEREAS, Mertens is willing to reimburse the Town for its legal and other costs incurred in completing the discontinuation process; and

WHEREAS, the Town is willing to perform the discontinuation on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. Initiation of Discontinuation. Subject to Section 3, below, the Town will initiate and complete the discontinuation of the above-described right-of-way under Wis. Stat., § 66.1003.
2. Reimbursement. The Town will incur various costs in connection with the discontinuation. These costs may include, but are not necessarily limited to, legal fees, engineering fees, surveying fees, Town officials’ per diems, costs of legal notices, costs of serving documents, and meeting fees. Mertens shall reimburse the Town for all such costs. To accomplish this reimbursement, Mertens will, immediately upon execution of this Agreement, pay to the Town the amount of \$1,500. All reimbursable fees will be paid from that amount. If money remains after all reimbursement is complete, the Town will refund the balance to Mertens. If actual reimbursable fees exceed \$1,500, Mertens will pay the balance to the Town within 30 day of receiving the Town’s invoice for such balance.
3. Inability to Complete. If a legal challenge to the discontinuation is brought by a third party, including claims for damages under Chapter 32 of the Wisconsin Statutes, or if any third party engages in any action or inaction that prevents the discontinuation from occurring, the Town’s obligation to complete the discontinuation shall cease and the Town shall have no further obligation with respect to the discontinuation. In that event, Mertens shall pay to the Town an amount equal to all costs incurred by the Town in connection with the discontinuation prior to the time the Town ceases performance. Payment shall be made in accordance with Section 2. It

is a condition of the Town's completion of the discontinuation that no legal challenge be brought against the discontinuation, including claims for damages under Chapter 32 of the Wisconsin Statutes. Mertens hereby waives the remedy of specific performance.

4. Effect of Discontinuation. The parties acknowledge that, upon discontinuation, ownership of the discontinued public way shall revert in accordance with Wisconsin law.

5. No Warranties. The Town makes no warranties regarding the suitability of the discontinued area for Mertens' intended uses. The Town also makes no warranties with respect to the presence or absence of any conditions affecting the property, including (1) planned or commenced public improvements that may result in special assessments or otherwise materially affect the property; (2) completed or pending reassessments of the property for tax purposes; (3) government agency or court orders requiring repair, alteration, or correction of any existing condition; (4) construction or remodeling on the property for which required state or local permits had not been obtained; (5) any land division involving the property for which required state or local approvals had not been obtained; (6) any portion of the property being in a 100 year floodplain or a wetland or shoreland zoning area; (7) conditions constituting significant health or safety hazards for occupants of the property; (8) underground or aboveground storage tanks on the property; (9) material violations of environmental laws or other agreements regulating the use of the property; or (10) any claims, liens, or encumbrances against the property.

6. Entire Agreement. This Agreement sets forth the entire understanding of the parties that may not be changed except by written document executed by both parties.

TOWN OF HUMBOLDT

By:

Tia Vafz

Chairperson

12-4-23

Date

Attest:

Judy Bernal

Clerk

12/4/23

Date

Neal Mertens

Neal Mertens

12-4-23

Date

	LIS PENDENS	
Document Number		
Return Address:	Attorney Alex Ackerman Dempsey Law Firm, LLP P. O. Box 1276 Fond du Lac, WI 54936-1276	
Parcel I.D. Number:		Recording Area

**NOTICE OF INTENT TO VACATE PUBLIC WAY
IN THE TOWN OF HUMBOLDT, BROWN COUNTY, WISCONSIN**

PLEASE TAKE NOTICE that on the 4th day of December, 2023, the Town Board of the Town of Humboldt, Brown County, Wisconsin, introduced a resolution to vacate the public way described herein, in the Town of Humboldt, Brown County, Wisconsin. A public hearing to be followed by final Board action on the proposed resolution will be scheduled by the Town Board at the **ENTER DATE** meeting. The right-of-way to be discontinued is described in the attached Exhibit A.

This Lis Pendens, at the direction of the Town Board of the Town of Humboldt, Brown County, is to be filed in the Register of Deeds office, Brown County, Wisconsin for the purpose of notice to all titleholders and prospective titleholders that the above-described public way may be vacated.

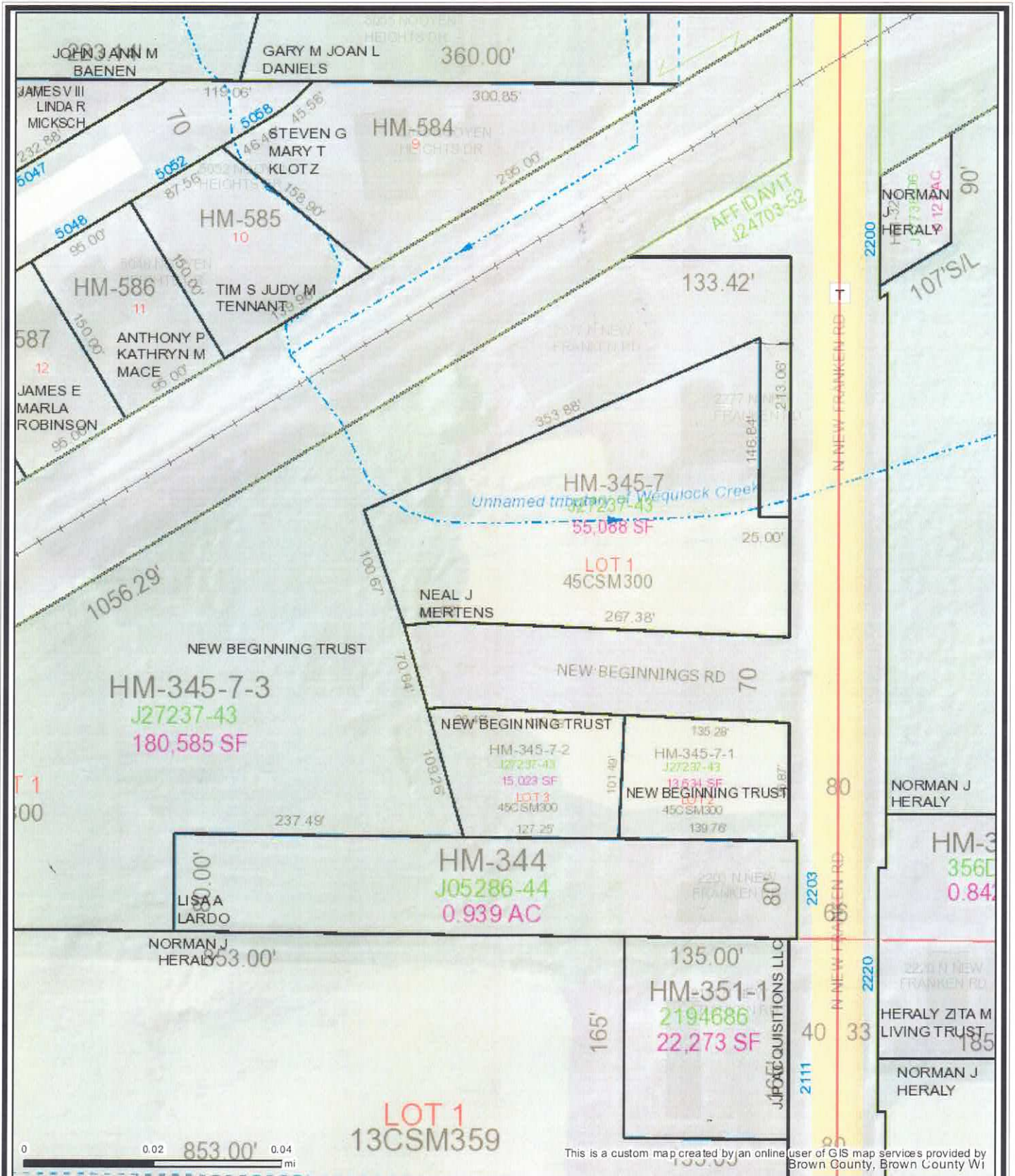
Dated this ____ day of December, 2023.

Alex Ackerman, Town Attorney
State Bar No.1097482

Subscribed and sworn to before me
this ____ day of December, 2023.

Notary Public, State of Wisconsin
My Commission expires: _____

This document was drafted by Attorney Alex Ackerman



This is a custom map created by an online user of GIS map services provided by Brown County, Brown County WI

Part of Brown County WI

Map printed on 1/25/2023

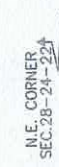
1:1,200
 1 inch = 100 feet*
 1 inch = 0.0189 miles*
 *original page size: 8.5"x11"
 Appropriate format depends on zoom level

- Parcel ownership key**
- Parcel Boundary
 - Condominium
 - Gap or Overlap
 - Meander line
 - Historic Parcel Line
 - Vacated Right of Way
- *hooks* indicate parcel ownership crosses a line

- Parcel line
 - Right of Way line
 - Meander line
 - Lines between deeds or lots
 - Historic Parcel Line
 - Vacated Right of Way
- A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480
www.browncountywi.gov



BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SEC. 28, T.24N., R.22E. BEARING S 00°00'27" W FROM PREVIOUS SURVEYS.

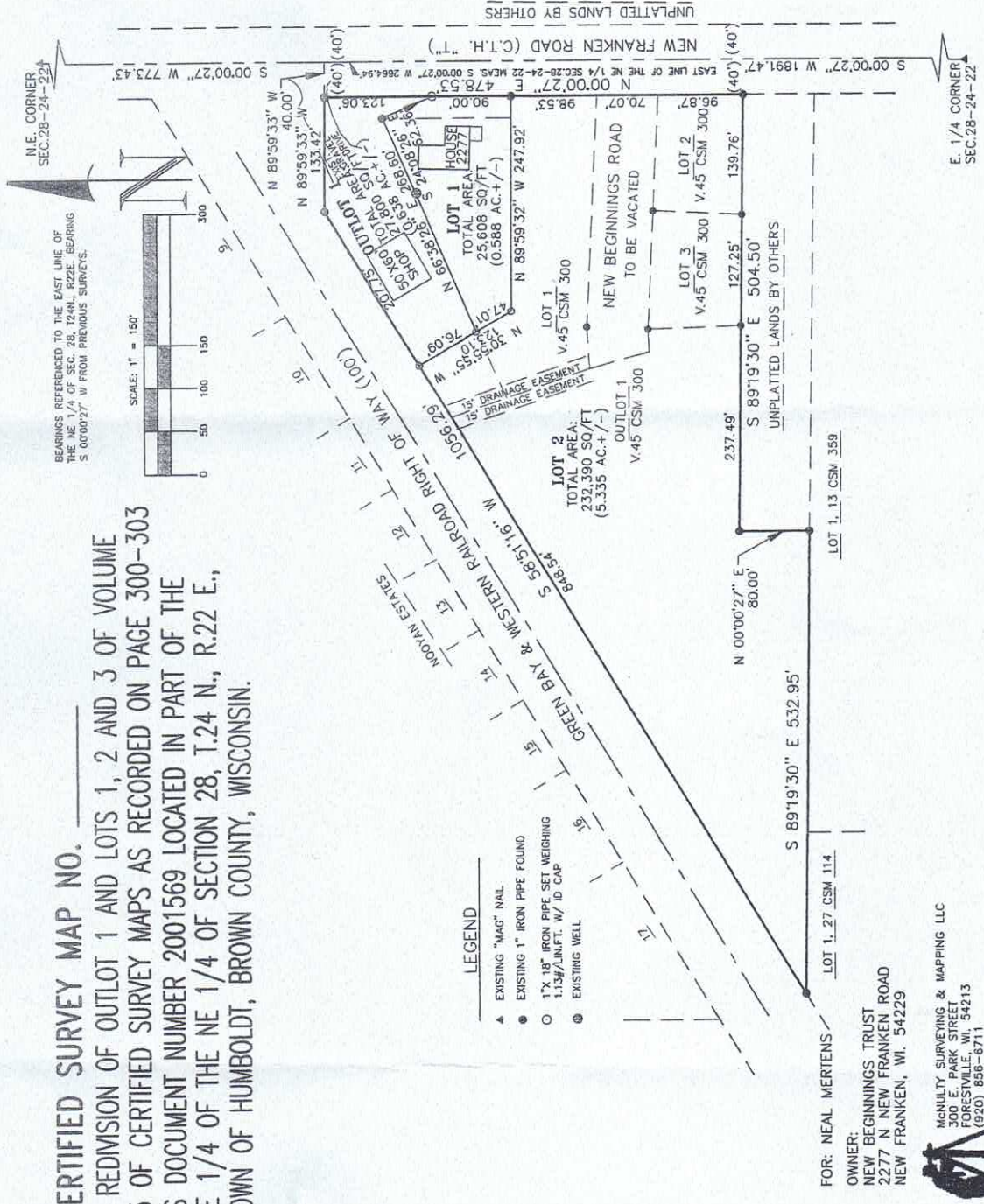
SCALE: 1" = 150'



CERTIFIED SURVEY MAP NO. _____
 A REDIVISION OF OUTLOT 1 AND LOTS 1, 2 AND 3 OF VOLUME 45 OF CERTIFIED SURVEY MAPS AS RECORDED ON PAGE 300-303 AS DOCUMENT NUMBER 2001569 LOCATED IN PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 28, T.24 N., R.22 E., TOWN OF HUMBOLDT, BROWN COUNTY, WISCONSIN.

PRELIMINARY

- LEGEND**
- ▲ EXISTING "MAG" NAIL
 - EXISTING 1" IRON PIPE FOUND
 - 1"X 18" IRON PIPE SET NEIGHING 1.13#/LUNFT. W/ ID CAP
 - ⊙ EXISTING WELL



FOR: NEAL MERTENS
 OWNER:
 NEW BEGINNINGS TRUST
 2277 N NEW FRANKEN ROAD
 NEW FRANKEN, WI. 54229

McNULTY SURVEYING & MAPPING LLC
 300 E. PARK STREET
 FORESTVILLE, WI. 54213
 (920) 858-6711

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF OUTLOT 1 AND LOTS 1, 2, AND 3 OF VOLUME 45 OF CERTIFIED SURVEY MAPS AS RECORDED ON PAGE 300-303 AS DOCUMENT NUMBER 2001569 LOCATED IN PART OF THE NE ¼ OF THE NE ¼ OF SECTION 28, T.24 N., R.22 E., TOWN OF HUMBOLDT, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Terrence J. McNulty, professional land surveyor, hereby certify: That I surveyed, divided and mapped a redivision of outlot 1 and Lots 1, 2, and 3 of volume 45 of certified survey maps as recorded on page 300-303 as document number located in part of the NE¼ of the NE ¼ of Section 28, T. 24 N., R. 22 E., Town of Humboldt, Brown County, State of Wisconsin.

Described as follows: Commencing the Northeast corner of said section; thence S 00°00'27" W along the East line of said Northeast ¼ section 773.43 feet; thence N 89°59'33" W 40 feet to the West line of New Franken Road (C.T.H. "T") point being the point of beginning; thence continuing N 89°59'33" W 133.42 feet to the Southerly right of way to the Green Bay & Western Railroad; thence S 58°52'16" W along said Southerly right of way of the Green Bay & Western Railroad 1056.29 feet; thence S 89°19'30" E 532.95 feet; thence N 00°00'27" E 80.00 feet; thence S 89°19'30" E 504.50 feet to said West line of New Franken Road (C.T.H. "T"); thence N 00°00'27" E along said West line 478.53 feet to the point of beginning. Said area containing 6.451 acres of land more or less.

I further certify that this map is a correct representation of the exterior boundaries and the division thereof, that I have made this survey by the order of Lance Mertens, and that I fully complied with the provisions of Chapter 236.24 of the Wisconsin Statutes and the land division ordinances of the Brown County, and the Town of Humboldt in surveying, dividing, and mapping the same.

Dated this _____ day of _____ 2023

Terrence J. McNulty, P.L.S. No. 2339

OWNER'S CERTIFICATE

As trustees of the New Beginning Trust, we hereby certify that we caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection. Town of Humboldt, and Brown County Planning Commission.

Dated this _____ day of _____ 2023

Lance Mertens, trustee

Galen DeBrune, trustee

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day _____, 2023, the above named, Lance Mertens and Galen DeBrune, trustees of the New Beginning Trust, owner _____

To me know to be the persons who executed the foregoing instrument and acknowledged the same.

Print or Type Name: _____

Notary Public, State of Wisconsin

My Commission Expires _____

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF OUTLOT 1 AND LOTS 1, 2, AND 3 OF VOLUME 45 OF CERTIFIED SURVEY MAPS AS RECORDED ON PAGE 300-303 AS DOCUMENT NUMBER 2001569 LOCATED IN PART OF THE NE ¼ OF THE NE ¼ OF SECTION 28, T.24 N., R.22 E., TOWN OF HUMBOLDT, BROWN COUNTY, WISCONSIN.

Certificate of the Town of Humboldt

Resolved, that the map described hereon in the Town of Humboldt, New Beginning Trust, owner, has been submitted and approved by the Town of Humboldt.

Date _____ Approved _____

(Town Chair/Clerk)
Town of Humboldt

Certificate of the Brown County Treasurer

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes, and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Date _____ Approved _____

Paul D. Zeller, County Treasurer

Certificate of the Brown County Planning Commission

This certified survey map in the Town of Humboldt, New Beginning Trust, owner, has been submitted and approved by the County Planning Commission.

Date _____ Approved _____

Karl Mueller, Senior Planner

Notes:

Each lot owner shall grade the property to conform to adopted sidewalk grade elevations and maintain said elevation for future sidewalks.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the "Wisconsin Construction Site Erosion and Sediment Control Technical Standards" (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Development on Lot 1 requires public sewer and water be available or acquisition of all state, county, and/or municipal permits concerning onsite sewage disposal systems for sanitary waste disposal.