

Department of Public Works

City Hall
730 Washington Ave.
Racine, WI 53403
262.636.9121 - Public Works
262.636.9191 - Engineering



Richard M. Jones, P.E.
Commissioner of Public Works

Thomas M. Eeg, P.E.
Asst. Comm. of Public Works/Operations

John C. Rooney, P.E.
Asst. Comm. of Public Works/Engineering

Notice of RESTRICTIVE COVENANTS for Sewer and Water Connections

To: Property Owner, their Agent or Attorney

From: John C. Rooney, Asst. Commissioner of Public Works/Engineering

RE: Filing of waiver for installation of water and sewer connections

The City of Racine has determined that your property is partially developed real estate and requires connection to the City's water main and sanitary sewer main. You are not required to connect, but you must file restrictive covenant to waive the connection and associated assessment. This notice serves as a reminder to the Property Owner, their Agent or Attorney, to file a waiver for the objection to the installation sanitary sewer or water main laterals.

The waiver, a restrictive covenant on the property, of sanitary sewer and/or water main lateral connections shall be filed with the City Attorney within thirty (30) days of Common Council approval of proposed improvement. The property legal description for the covenant is available in the City Engineer's Office. The restrictive covenant shall be signed by the Property Owner (their Agent or Attorney), notarized, and submitted to the City Attorney's Office with the associated filing fee for recording of the document at the Racine County Register of Deeds.

If the waiver is not filed within thirty (30) days of Common Council approval of the proposed improvement, the water and/or sewer connections will be installed at the time of the improvement. The property owner shall be assessed the cost for the water and/or sewer connections.

Please read the attached waiver, and if you have any questions or concerns feel free to contact the Engineering Department at 636-9191 or City Attorney's Office at 636-9115.

January 2010

Return to:
Racine City Attorney
730 Washington Av
Racine, WI 53403

Restrictive Covenants

THIS AGREEMENT is made by and between _____
_____ (Owner), and CITY OF RACINE,
a municipal corporation. The property (Property) covered by this Agreement is
described as follows:

PIN 276-00-00 _____
Street address is: _____

WHEREAS, the Property is located within the City of Racine, County of Racine,
State of Wisconsin, the Property is partially developed real estate, and title is held by
Owner; and

WHEREAS, Owner does not intend to further develop and/or improve the
Property at this time; and

WHEREAS, City requires the connection to the City's water and sanitary sewer
laterals, with connections to the City's water main and sanitary sewer main, respectively
at the time of improvement of undeveloped real estate; and

WHEREAS, Owner has petitioned City for the waiver of the installation of water and sanitary sewer connections; and

WHEREAS, Owner has agreed to enter into certain restrictive covenants imposing building restrictions on the Property for the purpose of inducing the Common Council of the City of Racine to approve the petition waiving the installation of water and sanitary sewer connections.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the following restrictions and covenants are made and entered into for the benefit of Owner:

1. Building Restrictions. No building of any kind or nature, or addition/expansion or renovation to any building, may be built on the Property.
2. Period of Waiver. Connection to the City water and sanitary sewer systems shall not be required until commencement of new construction, or addition/expansion or renovation to any building on the Property, or ten (10) years from recording of this document with the Racine County Register of Deeds, whichever comes first. These Restrictive Covenants shall expire upon connection to the City water and sanitary sewer systems.
3. Modification of Covenants. These restrictive covenants may be modified only through the written approval of both Owner, its successors and assigns, and City. In the event Owner or a subsequent owner wishes to modify said restrictive covenants, said request shall be presented to the Common Council of the City of Racine for approval by a simple majority vote.
4. Covenants Run with the Land. These restrictive covenants shall run with the land and shall be binding upon all persons and parties from the date of execution until rescinded or modified by mutual consent, or upon expiration pursuant to paragraph 2. above.
5. Enforcement of Covenants. These restrictive covenants may be enforced by City through proceedings at law or in equity brought against Owner, its successors and assigns, in Circuit Court. The sole remedy shall be injunctive relief prohibiting the continuing violation of said covenants and, if necessary, an order requiring the removal or restoration of Property to a condition not in violation of these restrictive covenants. No monetary damage award may be issued, however, this does

not apply to forfeitures or citations which might be assessed against Owner for building code or ordinance violations for activities carried out on the Property.

6. Severability Clause. The provisions of this Restrictive Covenant shall be deemed separable, and if any term or provision of these restrictive covenants is deemed to be invalid or unenforceable, the remainder of these restrictive covenants shall not be affected and shall be valid and enforced to the fullest extent of the law.

IN WITNESS WHEREOF, the said Owner has caused these presents to be signed this _____ day of _____, 20_____.

(Owner)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)SS
RACINE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____, to me known to be the person(s) who executed the foregoing instrument.

Notary Public, Racine County, WI
My commission: _____

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CITY OF RACINE

John T. Dicker, Mayor
Date: _____

Janice M. Johnson-Martin, City Clerk
Date: _____

Approved as to form:

Robert K. Weber, City Attorney