

RESOLUTION NO. 26-3-17

**Resolution relative to discontinuing C.D. Road lying in the Town of Elba,
Dodge County, Wisconsin, pursuant to Wis. Stat. §66.1003.**

STATE OF WISCONSIN
Town of Elba
Dodge County

WHEREAS, the Town of Elba has received a petition from all of the adjacent land owners to discontinue and vacate C.D. Road, located in the Town of Elba, Dodge County, Wisconsin. The legal description of the subject parcel is as follows: all of C.D. Road lying between Temkin Road and Thoma Road, Town of Elba, Dodge County, Wisconsin. A map of the subject parcel is attached as Exhibit A, which shows all of C.D. Road that is to be discontinued; and

WHEREAS, the subject parcel was dedicated as and for a public road and right-of-way several years ago; and

WHEREAS, it appears that no utilities exist in that part of said road, either above or below ground; and

WHEREAS, the parcels abutting the subject parcel continue to have direct access onto a public road and are not dependent upon C.D. Road for direct access onto a public way, and will not be landlocked as a result of the discontinuance; and

WHEREAS, discontinuance of the subject parcel will terminate all responsibility of the Town of Elba for maintenance, repair, and liability with respect to its possible use by the public; and

WHEREAS, pursuant to Wis. Stat. §66.1005(1), the Town's easement rights related to utilities located in the subject parcel shall remain in the event of discontinuance of the right-of-way; and

WHEREAS, a public hearing on the passage of such resolution was set by the Town Board, which hearing was scheduled for March 17, 2026 at 7:30 p.m. in the Town Hall, and written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon those portions sought to be discontinued as provided by law; and

WHEREAS, the Town Board held the public hearing pursuant to the notice at the time and place therefore affixed and all persons so served and interested were then and there given an opportunity to be heard; and

WHEREAS, the Town Board finds that it is necessary to have an emergency access lane to connect the dead end of Thoma Road to Temkin Road; and

NOW THEREFORE IT IS HEREBY RESOLVED by the Town Board of the Town of Elba, that all of C.D. Road lying in the Town of Elba, Dodge County, Wisconsin, as set forth in Exhibit A is hereby vacated and discontinued, conditioned upon the Town of Elba receiving a grant of access easement over an emergency access lane that will be constructed and maintained by the petitioners, and that pursuant to Section 66.1005 Wisconsin Statutes such discontinuance shall not terminate any other easements acquired or rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in the public way, but such easements and rights and all rights of entrance, maintenance, construction and repair shall continue as if such public way had not been discontinued.

IT IS HEREBY FURTHER RESOLVED that the Town Clerk is hereby ordered to record a certified copy of this Resolution with the Register of Deeds office for Dodge County, Wisconsin setting forth the discontinuation of the road, upon the completion of the conditions set forth for the emergency access lane and easement.

DATED this 17 day of March, 2026.

Town Board of the Town of Elba



Roger Parpart, Town Chair












































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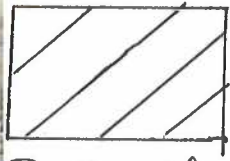
Lori Koenig-Fry, Town Clerk

Exhibit A

 DODGE COUNTY Wisconsin Dodge County, WI



-  Parcels
-  Parcel Numbers
-  CSM Boundaries
-  CSM Lots
-  Sub and Condo Lots
-  Subdivision and Condo Boundaries
-  Address Points
-  Encumbrances
-  ROW
-  Driveways
-  Misc Lines
-  11beaverdamoriginal,
-  11foxlake1836,
-  11lakeemily1836,
-  11rockcenter,
-  11rockoriginal,
-  11thread,
-  12h2o-noteboundary,
-  31vac,
-  32rw-unopen,
-  41chord,
-  41deed,
-  41deed, <Null>
-  41easement,
-  41meander,
-  41meander, <Null>
-  45hook,
-  45hook, Hook
-  45hook, Hook_2
-  45tic,
-  45tic, <Null>
-  45tic, Arrow1
-  45tic, Arrow2
-  45tic, Ltic
-  45tic, Rtlic
-  61trailer,
-  <all other values>
-  Corporate Limits Low Level
-  Municipalities
-  Sections
-  Roads
-  Lakes and Rivers
-  Horicon Marsh


 Portion of road being discontinued

286/452
 Radke (7)
 conveyance

REIMBURSABLE SERVICES AGREEMENT

This Reimbursable Services Agreement is made this 13th day of February, 2026, (the "Agreement") by and between the Town of Elba, located in Dodge County, Wisconsin (the "Town"), and Columbus Chemical Industries, Inc., a Wisconsin Corporation with principal offices located at N4335 Temkin Road, Columbus, Wisconsin ("CCI").

THE PARTIES RECITE THAT:

WHEREAS, CCI is the occupant of N4335 Temkin Road and N4330 Temkin Road, Columbus, WI 53925, located in the Town of Elba, Dodge County, Wisconsin (the "CCI Parcels"); and

WHEREAS, CCI desires to have the right of way known as C.D. Road, which located adjacent to the CCI Parcels discontinued by the Town of Elba; and

WHEREAS, CCI agrees to fully pay for the costs incurred by the Town in the discontinuance of the right of way; and

WHEREAS, the Town has determined that the discontinuance of the right of way is in the Town's best interests, and that no parcel will be landlocked as a result of the discontinuance; and

WHEREAS, this Agreement shall set forth each party's intent to pursue the discontinuance of the right of way and provide for a process for the reimbursement to the Town of the costs incurred in pursuing the discontinuance.

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

1) REIMBURSEMENT OF COSTS. CCI agrees to pay to the Town all reasonable out-of-pocket costs for surveying, legal, publication expenses, recording fees, meeting costs and administrative expenses incurred by the Town that are required for the creation, processing, reviewing, meeting, drafting of documents and/or materials necessary for the discontinuance of the right of way known as C.D. Road, located adjacent to the CCI Parcels.

2) COMMITMENTS OF THE PARTIES.

a) CCI agrees to pay 100% of out-of-pocket costs for surveying, legal, publication expenses, recording fees, special meeting costs, if applicable, and administrative expenses incurred by the Town that are required for the creation, processing, reviewing, meeting, drafting of documents and/or materials necessary for the discontinuance of the right of way known as C.D. Road, located adjacent to the CCI Parcels.

b) The Town agrees to engage consultants, attorney(s), schedule hearings and meetings, prepare notices and submit documents and materials in a timely fashion

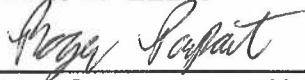
necessary for the review and approval process for the discontinuance of the right of way known as C.D. Road, located adjacent to the CCI Parcels.

3) NO GUARANTEE BY TOWN. The parties acknowledge that the discontinuance of the right of way is a legislative process by the Town Board. The Town shall make every reasonable effort to discontinue the right of way, but in the event that such discontinuance does not occur, for any reason, CCI shall still be responsible for the Town's costs under this Agreement.

4) SEVERABILITY. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement if necessary, so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Accepted and approved this 13th day of February, 2026.

TOWN OF ELBA



Roger Parpart, Town Chair



Lori Koenig-Fry, Town Clerk

COLUMBUS CHEMICAL INDUSTRIES, INC.

By: 

Name: Melissa S. Hoglund

Title: CEO