

**RESOLUTION NO. 2022-09
(2-7-2022)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING THE CONDOMINIUM PLAT FOR BRIARWOOD A CONDOMINIUM –
SE ¼ OF THE SW ¼ OF SECTION 21, T4N, R23E, VILLAGE OF CALEDONIA,
RACINE COUNTY, WISCONSIN: BRIARWOOD OF CALEDONIA LLC OWNER
PARCEL # 104-04-23-21-061-000**

WHEREAS, Briarwood of Caledonia, LLC., has submitted a Condominium Plat in accordance with Title 14 Chapter 3 of the Village’s Code of Ordinances for Briarwood A Condominium attached as Exhibit A. The Condominium Plat creates 5 – 2-unit condominiums along with a private drive named Briarwood Circle located within the Sanitary Sewer and Water Service Area and is specifically located in the SE ¼ of the SW ¼ of Section 21, T4N, R23E, in the Village of Caledonia.

WHEREAS, on October 26, 2020, the Village Plan Commission recommended approval of the Condominium Plat of Briarwood A Condominium subject to conditions outlined in the Public Works Director’s October 22, 2020 memo attached as Exhibit B.

WHEREAS, on November 2, 2020, the Village Board approved Resolution 2020-105 for approval of a Development Agreement for the construction of infrastructure for Briarwood A Condominium.

WHEREAS, on January 17, 2022, the Village Board approved Resolution 2022-04 for the acceptance of the infrastructure for Briarwood A Condominium.

WHEREAS, the Owner and Mortgagee for Briarwood A Condominium have executed the Condominium Plat.

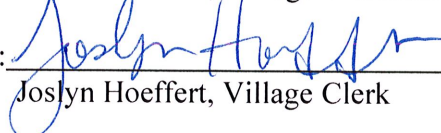
WHEREAS, the Clerk and Finance Director of the Village of Caledonia need to execute the Condominium Plat in order to allow it to be recorded.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Condominium Plat entitled Briarwood A Condominium as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is approved and that the Village Clerk and Finance Director are authorized to execute said Condominium Plat.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 7th day of February, 2022.

VILLAGE OF CALEDONIA


By: 
James R Dobbs, Village President

Attest: 
Joslyn Hoeffert, Village Clerk

MEMORANDUM

Date: October 22, 2020

To: Plan Commission
Village Board

From: Tom Lazcano P.E. 
Public Works Director

Re: Briarwood of Caledonia Plat
Parcel ID: 104-04-23-21-061-000

The Engineering Department has received a condominium plat for Briarwood Condominium from Briarwood of Caledonia, LLC. Briarwood is a Condominium located at the north end of Candlelight Drive in the Village of Caledonia. The property that makes up Briarwood of Caledonia is approximately 7.92 acres in size. This condominium is located within the sanitary sewer service area and this plat is for the creation of 30 units.

As background for the Plan Commission, Briarwood of Caledonia has previously been through the Concept Plan and Preliminary Plat process. The Preliminary Plat was approved by the Village Board in 2005. Due to the downturn in the economy and the housing market, the development and improvements were not constructed. Several extensions have been granted and the Developer is now ready move forward with the project. It should be noted that when the preliminary plat was approved, private roads were allowed. The Village has agreed to allow a private road for the condominium.

The property currently has a R-6 PUD Zoning Classification on it. R-6 Zoning requires 100 feet of frontage and 20,000 square feet size. The Planned Unit Development Overlay (PUD) allows flexibility in the overall development design. The Developer will use the allowed flexibility to maximize the units in the condominium.

If the Plan Commission and Village Board **are willing** to support the Condominium plat, the following motion is recommended.

Move to approve the Briarwood Condominium Plat subject to the following:

- **Payment of the per lot division fee.**
- **All comments from Village of Caledonia staff and any technical corrections will need to be addressed prior to recording.**
- **The plat must conform to all Ordinances in Titles 9, 14, & 18 as necessary.**

**CONDOMINIUM PLAT OF
BRIARWOOD
A CONDOMINIUM**

Being a part of the Southeast 1/4 of the Southwest
1/4 of Section 21, Township 4 North, Range 23 East,
Village of Caledonia, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify that I have surveyed and mapped the lands shown and described hereon and that this is a true and correct representation of BRIARWOOD, a condominium and that the identification and location of each unit and the common elements can be determined from this plat.

SIGNED  **SEPTEMBER 8, 2021**
JOHN P. KONOPACKI, PROFESSIONAL LAND SURVEYOR S-2461



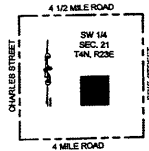
REGISTER OF DEEDS

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

Prepared for:
Briarwood of Caledonia, LLC
8338 Corporate Drive, Suite 300
Racine, WI 53406

CURVE DATA				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	57.15'	85.00'	N19°40'48"W	56.08'

**VICINITY SKETCH
SCALE 1"=2000'**



NOTES:

- All portions of the property that are not specified as Limited Common Elements or as a Unit shall be considered a Common Element.
- Stoops, patios, sidewalks, decks and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.
- Length of Limited Common Element from garage to curb varies and is intended to cover that entire portion of the driveway between the curb and the garage.
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The east line of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East bears N00°20'21"W.
- Declarant retains an access easement over and across Briarwood Circle to access the Expansion Land "A". Said easement shall terminate upon completion of the condominiums in the Expansion Land "A".

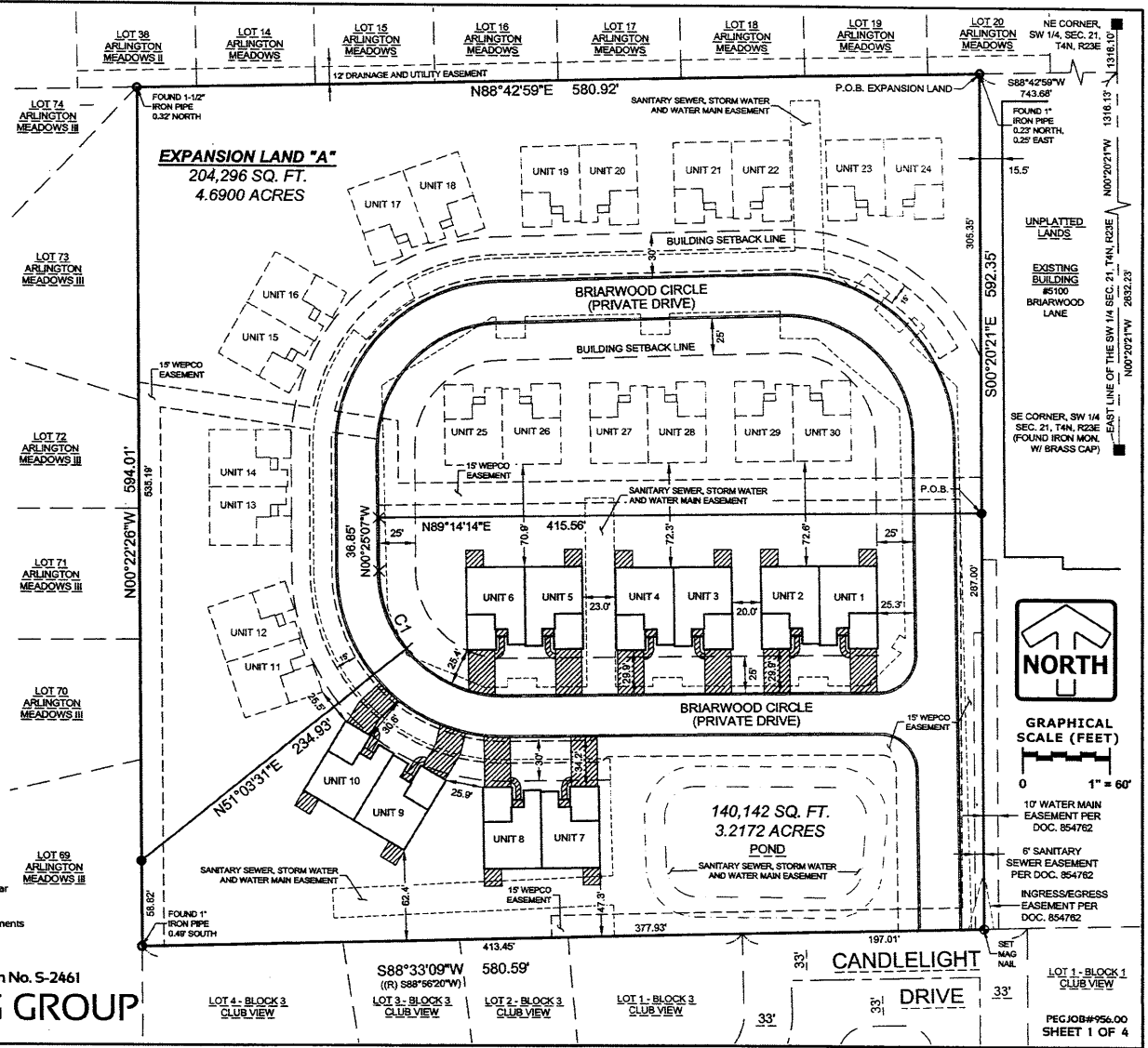
LEGEND:

- Denotes Found Iron Pipe
- Denotes Set Mag Nail
- Denotes Set 3/4" x 18" Iron Rebar
- Denotes Set Chiseled Cross
- Denotes "Recorded As"
- Indicates Limited Common Elements

DECLARANT:
Briarwood of Caledonia, LLC

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP



GRAPHICAL SCALE (FEET)

0 1" = 60'

- 10' WATER MAIN EASEMENT PER DOC. 854762
- 6' SANITARY SEWER EASEMENT PER DOC. 854762
- INGRESS/EGRESS EASEMENT PER DOC. 854762

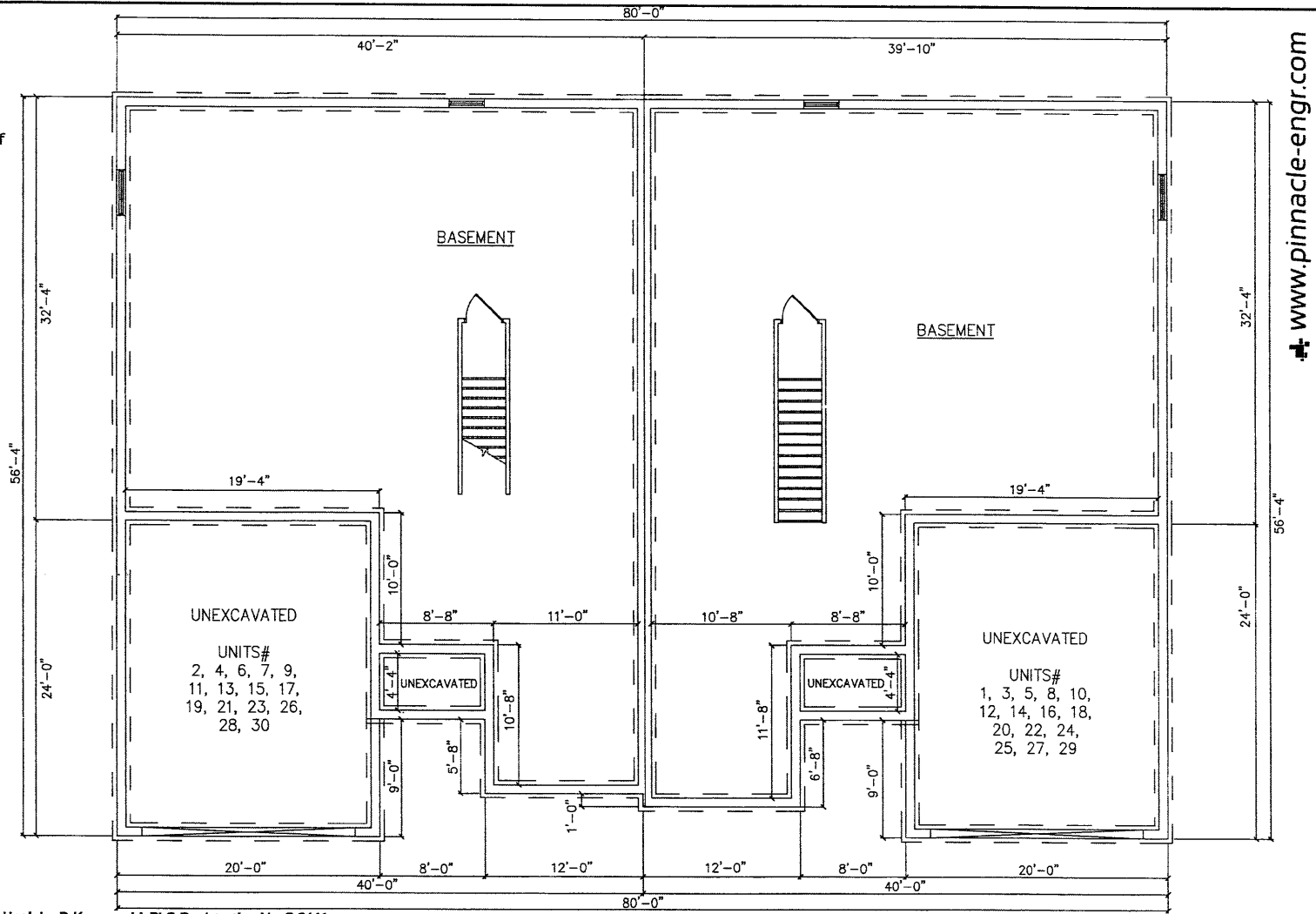
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**CONDOMINIUM PLAT OF
BRIARWOOD
A CONDOMINIUM**

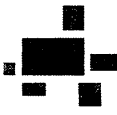
Being a part of the Southeast 1/4 of
the Southwest 1/4 of Section 21,
Township 4 North, Range 23 East,
Village of Caledonia, Racine
County, Wisconsin.



SEPTEMBER 13, 2021



www.pinnacle-engr.com



This instrument drafted by John P. Konopacki, PLS-Registration No. 5-2461

PINNACLE ENGINEERING GROUP

NOT TO SCALE
FOUNDATION PLAN

NOTES:

- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.

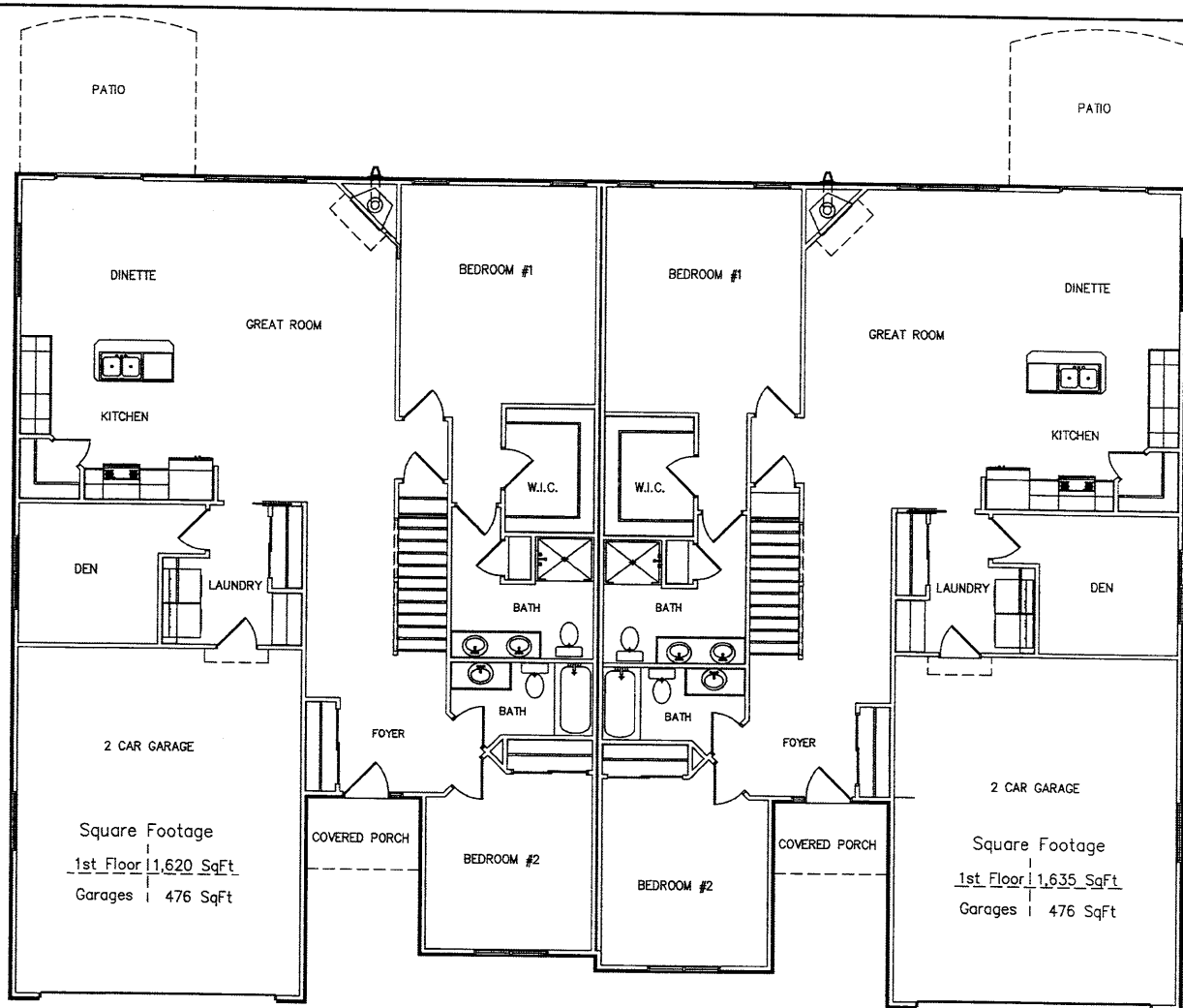
PEG JOB#0956.00
SHEET 2 OF 4

**CONDOMINIUM PLAT OF
BRIARWOOD
A CONDOMINIUM**

Being a part of the Southeast 1/4 of
the Southwest 1/4 of Section 21,
Township 4 North, Range 23 East,
Village of Caledonia, Racine
County, Wisconsin.



SEPTEMBER 13, 2021



Square Footage
1st Floor | 1,620 SqFt
Garages | 476 SqFt

Square Footage
1st Floor | 1,635 SqFt
Garages | 476 SqFt

FLOOR PLAN
NOT TO SCALE

NOTES:
- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.

**CONDOMINIUM PLAT OF
BRIARWOOD
A CONDOMINIUM**

Being a part of the Southeast 1/4 of the Southwest 1/4
of Section 21, Township 4 North, Range 23 East,
Village of Caledonia, Racine County, Wisconsin.

CONDOMINIUM LAND LEGAL DESCRIPTION:

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 21; thence North 00°20'21" West along the east line of said Southwest 1/4, 1316.13 feet; thence South 88°42'59" West and then along the north line of Certified Survey Map No. 1960 and then along the south line of Arlington Meadows, a recorded subdivision, 743.88 feet; thence South 00°20'21" East, 305.35 feet to the Point of Beginning;

Thence continuing South 00°20'21" East, 287.00 feet to the north line of Club View, a recorded subdivision; thence South 88°33'09" West along said north line, 580.59 feet to the east line of Arlington Meadows III, a recorded subdivision; thence North 00°22'26" West along said east line, 58.82 feet; thence North 51°03'31" East, 234.93 feet to a point on a curve; thence northwesterly 57.15 feet along the arc of said curve to the right, whose radius is 85.00 feet and whose chord bears North 19°40'48" East, 55.09 feet; thence North 00°29'07" West, 36.85 feet; thence North 88°14'14" East, 415.56 feet to the Point of Beginning.

EXPANSION LAND LEGAL DESCRIPTION:

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 21; thence North 00°20'21" West along the east line of said Southwest 1/4, 1316.13 feet; thence South 88°42'59" West and then along the north line of Certified Survey Map No. 1960 and then along the south line of Arlington Meadows, a recorded subdivision, 743.88 feet to the Point of Beginning;

Thence South 00°20'21" East, 305.35 feet; thence South 88°14'14" West, 415.56 feet; thence South 00°25'07" East, 36.85 feet to a point on a curve; thence southeasterly 57.15 feet along the arc of said curve to the left, whose radius is 85.00 feet and whose chord bears South 19°40'48" East, 55.09 feet; thence South 51°03'31" West, 234.93 feet to the east line of Arlington Meadows III, a recorded subdivision; thence North 00°22'26" West along said east line, 58.82 feet to the south line of Arlington Meadows II, a recorded subdivision; thence North 88°42'59" East along said south line and then along the south line of the aforesaid Arlington Meadows, 580.59 feet to the Point of Beginning.

VILLAGE APPROVAL

Approved by the Village of Caledonia on this _____ day of _____, 2021.

Date _____ Joslyn M. Hoeffert, Village Clerk

TREASURER' CERTIFICATE

I do hereby certify that in accordance with the records in the Offices of the City Clerk and Finance Department of the Village of Caledonia, there are no unpaid taxes or unpaid special assessments on any of the lands included in this Condominium Plat on this _____ day of _____, 2021.

Kathy Kasper, Village of Caledonia Finance Director



SEPTEMBER 13, 2021

OWNER'S CERTIFICATE

Briarwood of Caledonia, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this condominium plat to be surveyed and mapped as represented.

IN WITNESS WHEREOF, the said Briarwood of Caledonia, LLC, has caused these presents to be signed by (name - print) Raymond C. Leffler (title) Member at (city) W. Pleasant County, Wisconsin, on this 17 day of September, 2021.

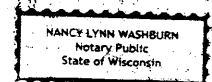
In the presence of: Briarwood of Caledonia, LLC

Raymond C. Leffler member
Name (Signature) - Title

STATE OF WISCONSIN
Racine COUNTY) SS

Personally came before me this 17th day of September, 2021, (name) Raymond Leffler (title) Member of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such member (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

Nancy L. Washburn
Name: Nancy L. Washburn
State of Wisconsin
My Commission Expires: 3-8-2025



CONSENT OF CORPORATE MORTGAGEE

Ft. City National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying and mapping of the land described in the foregoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

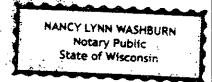
IN WITNESS WHEREOF, the said Ft. City National Bank, has caused these presents to be signed by John V. Kalkren, its Vice President, this 17th day of September, 2021.

Date 9-17-2021 JVK

STATE OF WISCONSIN
Racine COUNTY) SS

Personally came before me this 17th day of September, 2021, John Kalkren, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Nancy L. Washburn
Notary Public
Name: Nancy Washburn
State of Wisconsin
My Commission Expires: 3-8-2025



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

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Document Number

**Sanitary Sewer, Watermain, and
Storm Sewer Easement Agreement:
Briarwood of Caledonia, LLC**

Name and Return Address
**Mr. Anthony A. Bunkelman P.E.
Village of Caledonia
5043 Chester Lane
Racine, Wisconsin 53402**

51-104-04-23-21-061-000

Parcel Identification Number (PIN)

SANITARY SEWER, WATERMAIN, AND STORM SEWER EASEMENT AGREEMENT:
BRIARWOOD OF CALEDONIA, LLC

This Sanitary Sewer, Watermain, and Storm Sewer Easement Agreement ("Agreement") is made the 18TH day of January, 2022, by and between **BRIARWOOD OF CALEDONIA, LLC (and its members)**, a Wisconsin limited liability company with offices located at 8338 Corporate Drive, Suite 300, Mount Pleasant, Wisconsin 53406, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

INTRODUCTION

A. Attached to this Agreement, as Exhibit A, is an excerpt of a Letter Report of Title, prepared by Landmark Title of Racine, Inc., in Racine, Wisconsin, for the real property described as follows:

The Briarwood Condominium Plat, being a part of the Southeast ¼ of the Southwest ¼ of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin (the "Property").

B. As a part of the approval by the Grantees of a development of the Property, the Grantees have required the Owner to create, and then construct, at Owner's own cost and expense, a sanitary sewer, watermain, and storm sewer system (the "Plan") within the area of the Property described and depicted in Exhibit B attached hereto and incorporated herein. The said sanitary sewer, watermain, and storm sewer system (collectively, the "System"), to be constructed by the Owner on the Property, shall be constructed in accordance with (i) the Plan documents, diagrams, and specifications, and (ii) the Development Agreement, dated November 2, 2020, that the Owner and the Village previously entered into for the development of the Property. A copy of the Plan and the Development Agreement is on file with the Village Clerk and the Utility Director, at their offices in the Village Hall for the Village of Caledonia. Upon the completion of the construction of the System by the Owner on the Property, and approval in writing by the Village of Caledonia, the System shall automatically, without any further agreement being required, become (i) dedicated to the Village of Caledonia, and (ii) be a part of the Village of Caledonia municipal sanitary sewer system, municipal watermain system, and municipal storm sewer system.

C. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Utility Easement") over that area of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Utility Easement Area", wherein the System shall be constructed and located.

D. The Grantees have requested that the Owner grant a permanent access easement (referred to in this Agreement as the "Ingress/Egress Easement") over the Owner's Property, that will grant to the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents, pedestrian, vehicular, and construction equipment ingress and egress to and from

the public roadways, through the private roadways servicing the Property (collectively, the "Public/Private Roadways") and the Utility Easement Area.

AGREEMENT

For \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. "Introduction" is Correct. The foregoing "Introduction" is true and correct, and, along with its Exhibits A, B, C and D, are hereby incorporated into this Agreement.

2. Owner Shall Construct the System. The Owner shall, at the Owner's own cost and expense, construct the System on the Property in the Utility Easement Area, in accordance with (i) the Plan, and (ii) the Development Agreement.

3. Grant of Easements. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, (i) the Utility Easement, and (ii) the Ingress/Egress Easement described above, for the purposes of (i) allowing access to and from the Utility Easement Area and the Public/Private Roadways (for pedestrian, vehicular, and construction equipment use), and (ii) for the inspection, operation, maintenance, repair, and/or replacement of the System in the Utility Easement Area.

4. Construction, Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of the Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Drainage Facilities, and including, without limitation, mowing, control of weed and algae growth, and repair of erosion, and the removal of trees, brush, vegetation and silt, and all other obstacles to the flow of surface water to and from the Drainage Facilities, so that the Drainage Facilities function properly and to their design capacity for the conveyance of storm water and so that there are no obstructions interfering with the location, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Drainage Facilities both during the construction thereof and thereafter and in conformity with this Agreement and the Ordinances of the Village of Caledonia and any restrictive covenants applicable to the Property. The Owner shall prevent the Drainage Facilities from becoming a nuisance. As a part of Owner's duties and obligations described in this Agreement, Owner shall construct, install, and maintain the Drainage Facilities in compliance with the specifications and provisions of Exhibit C and D.

5. Failure to Construct, Clean, Maintain, Alter, Repair and Replace the Pond and Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Property in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the Drainage Facilities if the Owner fails to do so after receiving a written request from the Grantees. The Owner shall be given at least ten business days after the date of said written request to perform whatever construction, cleaning, maintenance, alterations, repairs and replacements are deemed reasonable and necessary by the Grantees as stated in said notice. Provided, however, that in the event the Grantees determine that emergency action should be performed, then the Grantees may enter upon the Property immediately and perform said emergency action. The Owner shall reimburse Grantees for all costs incurred by the Grantees in performing said construction, cleaning, maintenance, alterations, repairs, replacements and

emergency action, including, without limitation, any construction, engineering, legal and administrative costs with respect to the same, upon receiving an invoice for said costs. If Owner fails to pay said costs, then said costs may be assessed upon the Property by the Grantees as a special charge and/or special assessment as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessment and/or charge and waives notice and hearing with respect to the levying of said charge and/or assessment in accordance with Wisconsin Statutes Section 66.0703 and 66.0627.

6. Alteration or Changes of the Drainage Facilities. The Owner shall not make or construct any alteration or change of the Drainage Facilities, including, without limitation, any alteration or change in the grade, elevations, size, shape, capacity, rate of inflow or rate of outflow of the Drainage Facilities, unless the Grantees approve the alteration or change in writing prior to the making or construction of said alteration or change.

7. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Utility Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Utility Easement Area that interfere with (i) the construction, use, operation, maintenance, repair, and/or replacement of the System within the Utility Easement Area, and/or (ii) ingress and egress through the Ingress/Egress Easement Area.
- (b) Remove any fences, structures or improvements located within the Utility Easement Area to the extent necessary to (i) carry out the inspection, maintenance, repair, and/or replacement of the System within the Utility Easement Area, and/or (ii) maintain ingress and egress through the Ingress/Egress Easement Area.

8. Further Owner Requirements.

- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Utility Easement Area without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Utility Easement Area will not be altered without the written consent of the Grantees.

9. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) use, operation, maintenance, repair, and/or replacement of the System within the Utility Easement Area and the Ingress/Egress Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.

10. Non-Use. Non-use or limited use of the rights granted to the Grantees in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

11. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

12. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements, mortgages and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

13. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

14. Home Owners' Association. When and if the Owner, being Briarwood of Caledonia, LLC, takes steps to (i) create a Wisconsin not-for-profit corporation (the "Corporation") which, under its Articles of Incorporation and Bylaws, is given the duty, right, and obligation to assume and fulfill the duties, rights, and obligations of the "Owner" under this Agreement, and (ii) the Corporation becomes operational and active, with an active Board of Directors comprised of homeowners of the condominium units, and/or other residential development, on the Property, and (iii) Briarwood of Caledonia, LLC (or any successor entity other than the Corporation) no longer appoints any Director(s) of the Corporation (or in any other manner in control of the membership of the Board of Directors of the Corporation and/or its corporate affairs), then (i) the Corporation shall automatically become the "Owner" under this Agreement, and (ii) Briarwood of Caledonia, LLC shall then automatically not be the "Owner" under this Agreement. Notwithstanding this change in the identity of the Owner, as described above, however, Briarwood of Caledonia, LLC, and its individual members, shall jointly and severally continue to be responsible and liable to the Grantees and/or the Corporation for the acts of omission and/or commission of Briarwood of Caledonia, LLC that occurred during the time period in which Briarwood of Caledonia, LLC was the "Owner" under this Agreement.

OWNER:
Briarwood of Caledonia, LLC

BY: Raymond C. Leffler
Member

Printed Name: Raymond C. Leffler, member

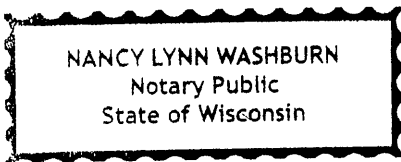
IN WITNESS WHEREOF, the Owner has caused these presents to be executed this
18th day of January, 2022.

Briarwood of Caledonia, LLC – Owner/

Raymond C. Leffler Member

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally, came before me this 18th day of January, 2022, the above
named Raymond C. Leffler, to me known to be the person who executed the foregoing instrument
and acknowledged the same.



Nancy Lynn Washburn
Notary Public - Racine County, Wisconsin
My commission expires: 3-8-2025

Tri-City National Bank

BY: [Signature]

Printed Name: John W Kaldem

Title: Vice President

STATE OF WISCONSIN)


) SS:

COUNTY OF RACINE __)

Personally, came before me this 25th day of January, 2022, the above-named John Kaldem, Vice President of Tri City National Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same as an officer of Tri City National Bank.

Nancy Lynn Washburn
Notary Public, Racine County, Wisconsin
My Commission Expires: 3-8-2025

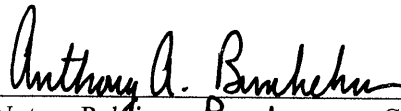
Village of Caledonia Utility District

BY: 
Howard Stacey, President

Attest: 
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally, came before me this 27th day of January, 2022, the above-named Howard Stacey, President and Michael Pirk, Secretary of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same as an officer of the Village of Caledonia Utility District.


Notary Public, Racine County, Wisconsin
My Commission Expires: July 26, 2023

This document drafted by:
Atty. John M. Bjelajac State Bar No. 1015325
Post Office Box 38
Racine, Wisconsin 53401-0038
Attorney for the Village of Caledonia and the
Village of Caledonia Utility District



LANDMARK TITLE OF RACINE, INC.

Title Insurance Abstracts Escrows Closing Service

719 Washington Ave. PO Box 726 Racine, WI 53401 262-632-6262 FAX 262-632-6243

LML-67713

March 30, 2020

LETTER REPORT SCHEDULE A

We have examined the records relative to the premises described in Schedule B below and find that as of the date of this report the recorded title to said premises subject to the encumbrances and other matters set forth in Schedule B below appears in: Briarwood of Caledonia, LLC

SCHEDULE B

Description of Property situated in the County of Racine, State of Wisconsin:

The North 10 acres of the following described parcel of land. That part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at a point in the South line of said Section, located 1025.78 feet West of the South 1/4 corner of said Section 21; run thence North 1° 04' 42" East 175 feet; thence West parallel to the South line of said Section 300 feet to the West line of the Southeast 1/4 of the Southwest 1/4; thence North along said West line, 1145 feet to the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 21; thence East along the North line of the Southeast 1/4 of the Southwest 1/4, 726 feet to the East line of the West 22 acres of the Southeast 1/4 of the Southwest 1/4; thence South parallel to the East line of said Southwest 1/4, 1320 feet to the South line of said Section; thence West along the South line of said Section, 426 feet to the place of beginning. EXCEPTING THEREFROM that part of the North 10 acres of the West 22 acres of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, described as follows: Commence at a point in the South line of said Section 21, that is located South 88° 55' 20" West 596.58 feet from the South 1/4 corner of said Section 21; run thence North 00° 06' 20" East 726.09 feet parallel to the East line of said Section 21 along the East line of said West 22 acres of the Southeast 1/4 of the Southwest 1/4 of said Section 21 to the Northeast corner of Club View Subdivision (a recorded Subdivision) and to the point of beginning of this description; run thence South 88° 56' 20" West 150.00 feet along the North line of said Club View Subdivision; thence North 00° 06' 20" East 595.93 feet to the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 21; thence North 88° 55' 20" East 150.00 feet along the North line of said Southeast 1/4 of the Southwest 1/4 of Section 21 to the Northeast corner of said West 22 acres of the Southeast 1/4 of the Southwest 1/4 of said Section 21; thence South 00° 06' 20" West 595.97 feet along the East line of said West 22 acres to the Northeast corner of said Club View Subdivision and to the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

The following is for informational purposes only:

Address: 5102 Briarwood Lane

Tax Key No. 104-04-23-21-061-000

1. Mortgages, Liens, Agreements, Stipulations: NONE
2. Construction Liens (for past two years only): NONE
3. Land Contracts, Leases, or Notices of Lis Pendens: NONE

4. Unpaid real estate taxes up to and including those for the year 2019: NONE (Special Assessments - Not Examined)

NOTE: Taxes for the year 2019 in the amount of \$1,529.28, have been paid in full.

5. No Money Judgments, State Income Tax Liens, State Sales and Use Tax Warrants or Federal Tax Liens - Docketed in Racine County, against the following parties only: Briarwood of Caledonia, LLC

Dated: March 20, 2020 at 08:00 AM

LANDMARK TITLE OF RACINE, INC.

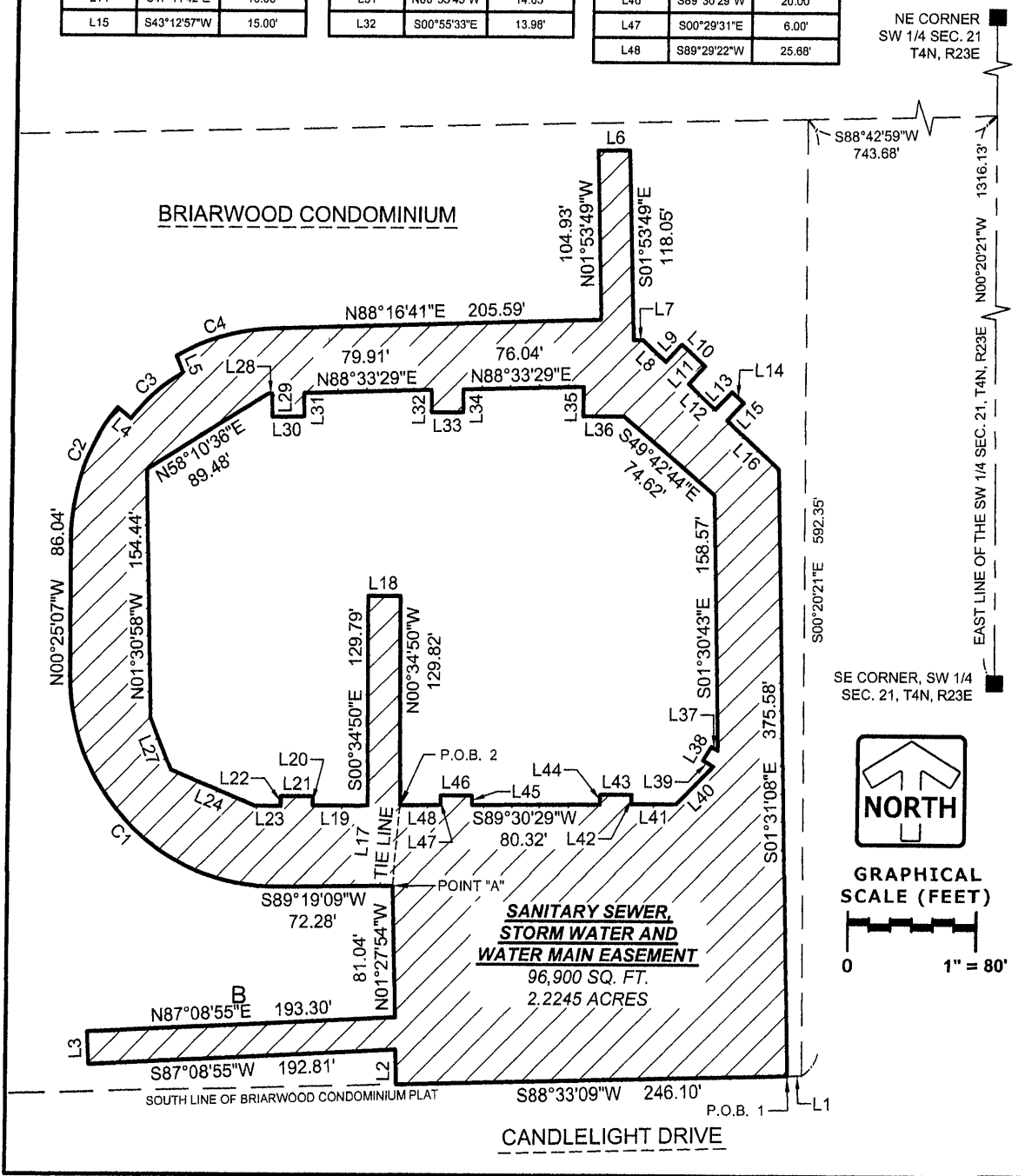
Michael P. Staech

This Report is for informational purposes only. This report is not an abstract of title or a title insurance commitment or policy and should not be relied upon in place of such. It is not the intention of Landmark Title of Racine, Inc. to provide any type of express or implied warranty, guaranty, or indemnity with respect to the accuracy or completeness of the information contained in the report. If this report is to be used by the customer as the search required in order for the customer to issue a title insurance commitment or policy, or if the information contained in this report is resold, the customer does so at their own risk. In order to obtain information from the company which will carry the full liability of a title insurance commitment or policy, Landmark Title of Racine, Inc. will issue, if requested, a commitment of title of insurance and will charge a fee in compliance with rates filed with the Office of the Commissioner of Insurance.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S88°33'09"W	8.98'
L2	N01°27'54"W	21.54'
L3	N02°51'05"W	20.00'
L4	S51°38'03"E	11.23'
L5	N24°00'58"W	11.15'
L6	N88°55'35"E	20.00'
L7	N88°58'38"E	5.75'
L8	S47°09'57"E	19.55'
L9	N42°48'18"E	15.00'
L10	S47°16'17"E	20.00'
L11	S42°48'18"W	15.00'
L12	S47°09'14"E	23.17'
L13	N43°12'57"E	15.00'
L14	S47°11'42"E	10.00'
L15	S43°12'57"W	15.00'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L16	S47°11'42"E	44.33'
L17	N04°36'55"E	50.01'
L18	S89°25'10"W	20.00'
L19	S89°31'19"W	34.62'
L20	N00°29'31"W	6.00'
L21	S89°30'29"W	20.00'
L22	S00°29'31"E	6.00'
L23	S89°30'29"W	16.05'
L24	N67°30'00"W	57.57'
L27	N22°30'00"W	34.73'
L28	N68°33'29"E	2.38'
L29	S00°55'45"E	14.47'
L30	N89°04'15"E	20.00'
L31	N00°55'45"W	14.85'
L32	S00°55'33"E	13.98'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L33	N89°04'15"E	20.00'
L34	N00°55'45"W	14.16'
L35	S00°00'00"E	18.45'
L36	N90°00'00"E	25.32'
L37	N59°20'56"W	4.70'
L38	S30°39'04"W	10.00'
L39	S59°20'56"E	7.30'
L40	S44°25'57"W	32.57'
L41	S89°30'29"W	27.81'
L42	N00°29'31"W	6.00'
L43	S89°30'29"W	20.00'
L44	S00°29'31"E	6.00'
L45	N00°29'31"W	6.00'
L46	S89°30'29"W	20.00'
L47	S00°29'31"E	6.00'
L48	S89°29'22"W	25.68'



LEGAL DESCRIPTION:

Being a part of Briarwood, a Condominium, located in the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 21; thence North 00°20'21" West along the east line of said Southwest 1/4, 1316.13 feet; thence South 88°42'59" West, 743.68 feet to the northeast corner of said Condominium Plat; thence South 00°20'21" East along the east line of said Condominium Plat, 592.35 feet to the southeast corner of said Condominium Plat; thence South 88°33'09" West along the south line of said Condominium Plat, 8.98 feet to the Point of Beginning 1;

Thence continuing South 88°33'09" West along said south line, 246.10 feet; thence North 01°27'54" West, 21.54 feet; thence South 87°08'55" West, 192.81 feet; thence North 02°51'05" West, 20.00 feet; thence North 87°08'55" East, 193.30 feet; thence North 01°27'54" West, 81.04 feet to Point "A"; thence South 89°19'09" West, 72.28 feet to a point on a curve; thence northwesterly 204.80 feet along the arc of said curve to the right, whose radius is 130.00 feet and whose chord bears North 45°32'59" West, 184.27 feet; thence North 00°25'07" West, 86.04 feet to a point on a curve; thence northeasterly 88.00 feet along the arc of said curve to the right, whose radius is 130.00 feet and whose chord bears North 18°58'25" East, 86.33 feet; thence South 51°38'03" East, 11.23 feet to a point on a curve; thence northeasterly 43.85 feet along the arc of said curve to the right, whose radius is 111.00 feet and whose chord bears North 48°44'31" East, 43.56 feet; thence North 24°00'58" West, 11.15 feet to a point on a curve; thence northeasterly 64.06 feet along the arc of said curve to the right, whose radius is 130.00 feet and whose chord bears North 74°09'38" East, 63.42 feet; thence North 88°16'41" East, 205.59 feet; thence North 01°53'49" West, 104.93 feet; thence North 88°55'35" East, 20.00 feet; thence South 01°53'49" East, 118.05 feet; thence North 88°56'38" East, 5.75 feet; thence South 47°09'57" East, 19.55 feet; thence North 42°48'18" East, 15.00 feet; thence South 47°16'17" East, 20.00 feet; thence South 42°48'18" West, 15.00 feet; thence South 47°09'14" East, 23.17 feet; thence North 43°12'57" East, 15.00 feet; thence South 47°11'42" East, 10.00 feet; thence South 43°12'57" West, 15.00 feet; thence South 47°11'42" East, 44.33 feet; thence South 01°31'08" East, 375.58 feet to the Point of Beginning 1.

EXCEPTING THEREFROM that part of land described as commencing at the aforesaid Point "A"; thence North 04°36'55" East along a "Tie Line", 50.01 feet to the Point of Beginning 2;

Thence North 00°34'50" West, 129.82 feet; thence South 89°25'10" West, 20.00 feet; thence South 00°34'50" East, 129.79 feet; thence South 89°31'19" West, 34.62 feet; thence North 00°29'31" West, 6.00 feet; thence South 89°30'29" West, 20.00 feet; thence South 00°29'31" East, 6.00 feet; thence South 89°30'29" West, 16.05 feet; thence North 67°30'00" West, 57.57 feet; thence North 22°30'00" West, 34.73 feet; thence North 01°30'58" West, 154.44 feet; thence North 58°10'36" East, 89.48 feet; thence North 88°33'29" East, 2.36 feet; thence South 00°55'45" East, 14.47 feet; thence North 89°04'15" East, 20.00 feet; thence North 00°55'45" West, 14.65 feet; thence North 88°33'29" East, 79.91 feet; thence South 00°55'33" East, 13.98 feet; thence North 89°04'15" East, 20.00 feet; thence North 00°55'45" West, 14.16 feet; thence North 88°33'29" East, 76.04 feet; thence South 00°00'00" East, 18.45 feet; thence North 90°00'00" East, 25.32 feet; thence South 49°42'44" East, 74.62 feet; thence South 01°30'43" East, 158.57 feet; thence North 59°20'56" West, 4.70 feet; thence South 30°39'04" West, 10.00 feet; thence South 59°20'56" East, 7.30 feet; thence South 44°25'57" West, 32.57 feet; thence South 89°30'29" West, 27.81 feet; thence North 00°29'31" West, 6.00 feet; thence South 89°30'29" West, 20.00 feet; thence South 00°29'31" East, 6.00 feet; thence South 89°30'29" West, 80.32 feet; thence North 00°29'31" West, 6.00 feet; thence South 89°30'29" West, 20.00 feet; thence South 00°29'31" East, 6.00 feet; thence South 89°29'22" West, 25.68 feet to the Point of Beginning 2.

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	204.80'	130.00'	N45°32'59"W	184.27'
C2	88.00'	130.00'	N18°58'25"E	86.33'
C3	43.85'	111.00'	N48°44'31"E	43.56'
C4	64.06'	130.00'	N74°09'38"E	63.42'



LEGAL DESCRIPTION:

A part Briarwood Condominium Plat located in the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin described as follows:

Commencing at the southeast corner of said Southwest 1/4; thence North 00°20'21" West along the east line of said Southwest 1/4, 1316.13 feet; thence South 88°42'59" West, 734.68 feet to the northeast corner of the Condominium Plat of Briarwood; thence South 00°20'21" East along the east line of said Condominium Plat, 592.35 feet to the southeast corner of said Condominium Plat; thence South 88°33'09" West along the south line of said Condominium Plat, 45.80 feet to the Point of Beginning;

Thence continuing South 88°33'09" West along said south line, 209.38 feet; thence North 01°26'53" West, 137.69 feet; thence North 89°14'14" East, 186.06 feet to a point of curvature; thence southeasterly 39.28 feet along said curve to the right, whose radius is 24.99 feet and whose chord bears South 45°45'35" East, 35.36 feet; thence South 00°44'22" East, 110.18 to the Point of Beginning

CURVE DATA

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.28'	24.99'	90°02'27"	S45°45'35"E	35.36'

LINE DATA

LINE NO.	BEARING	DISTANCE
L1	S88°33'09"W	45.80'

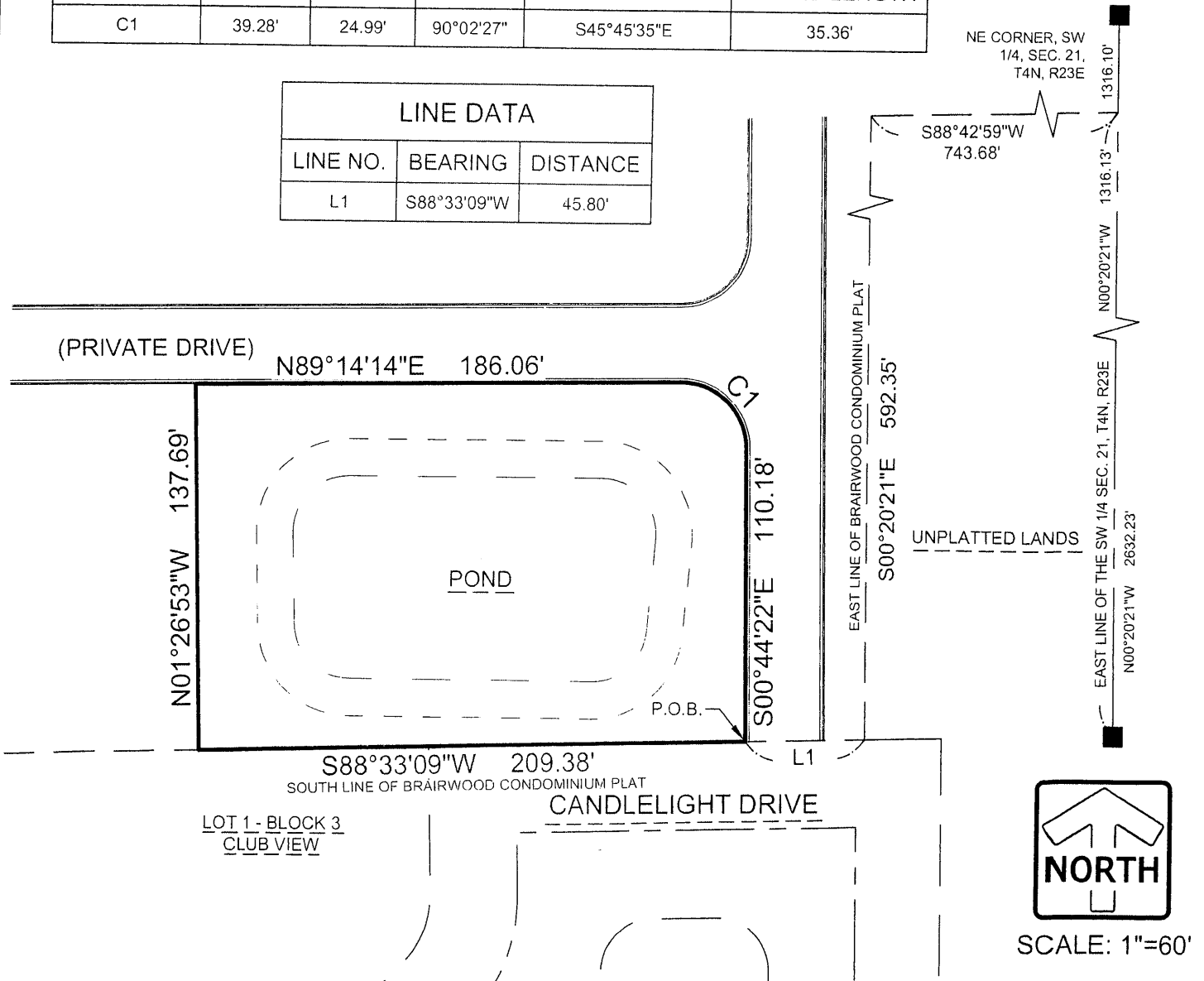


Exhibit C -- Wet Pond Overall Drainage & Grading Plan

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plans, as shown below. The practices include water quality basins, spillways, earthen berms and other components of these practices.

Project Name: Briarwood
Storm water Practices: Wet Pond
Location of Practices: Southeast corner of the site

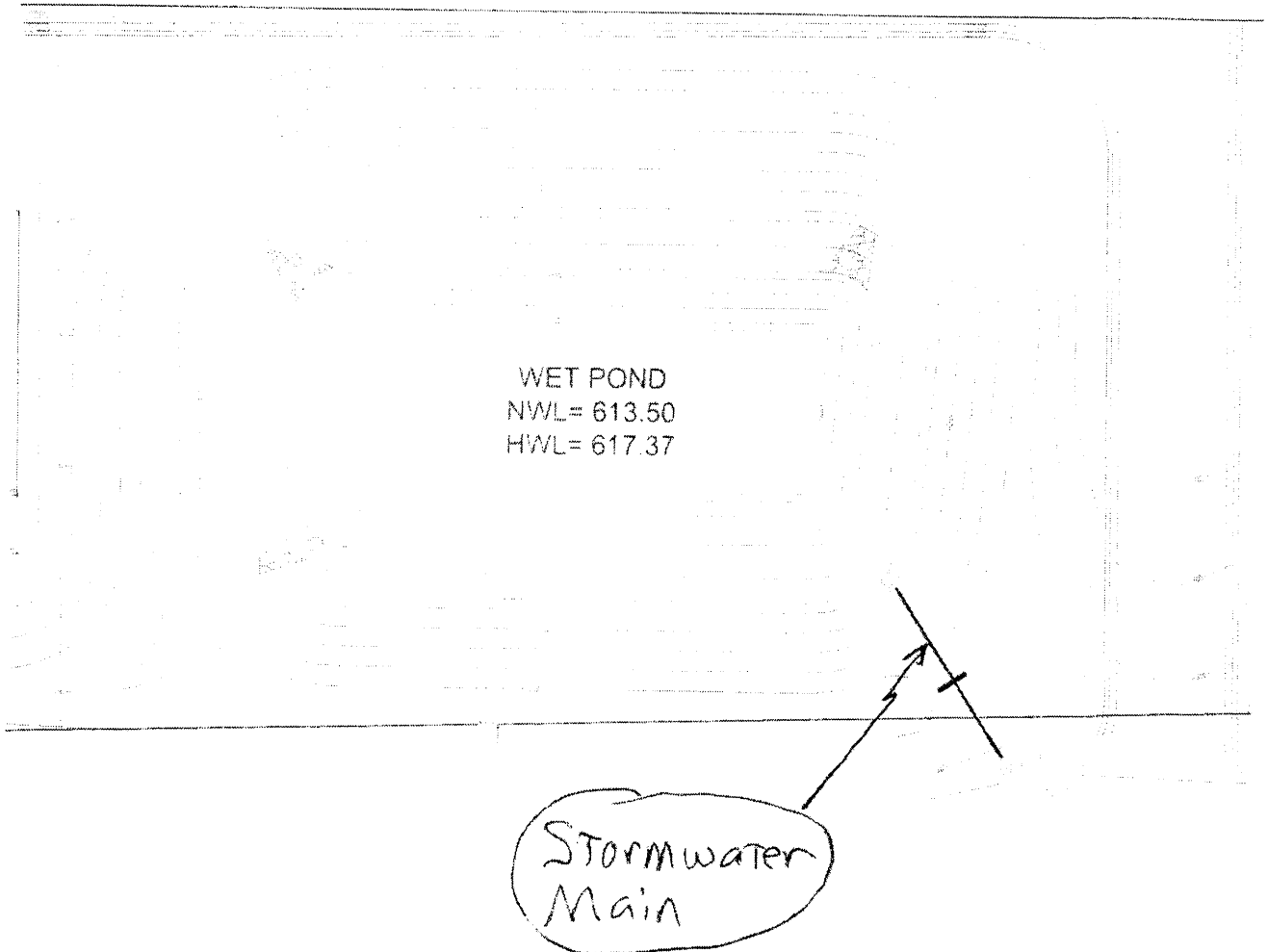


Exhibit C – Wet Pond Outlet Structure

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plans, as shown below. The practices include water quality basins, spillways, earthen berms and other components of these practices.

Project Name: Briarwood
Storm water Practices: Wet Pond
Location of Practices: Southeast corner of site

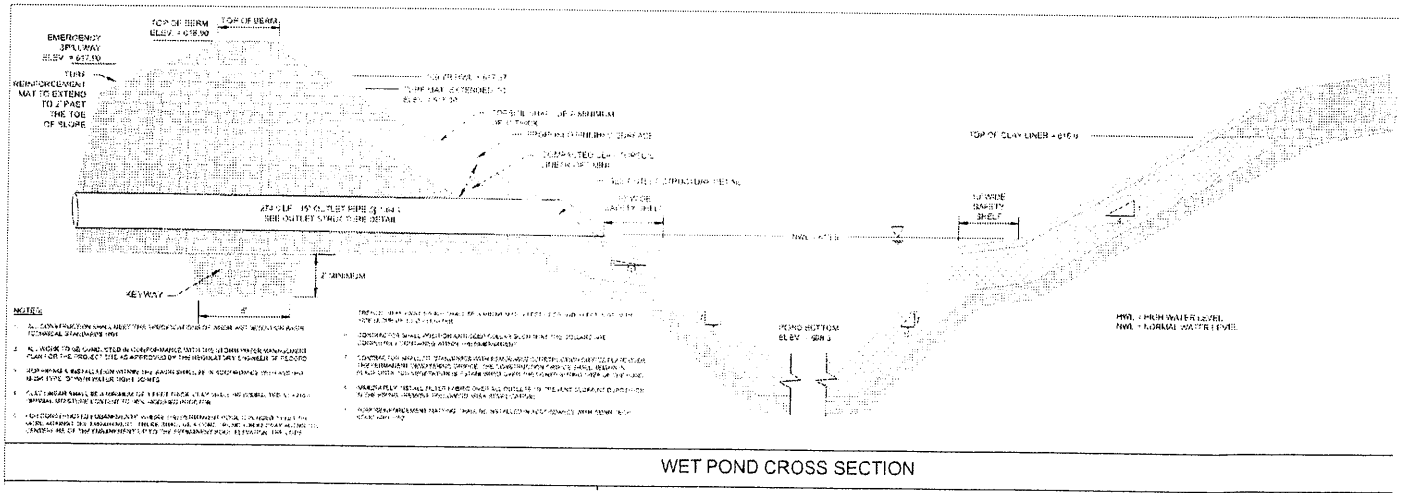
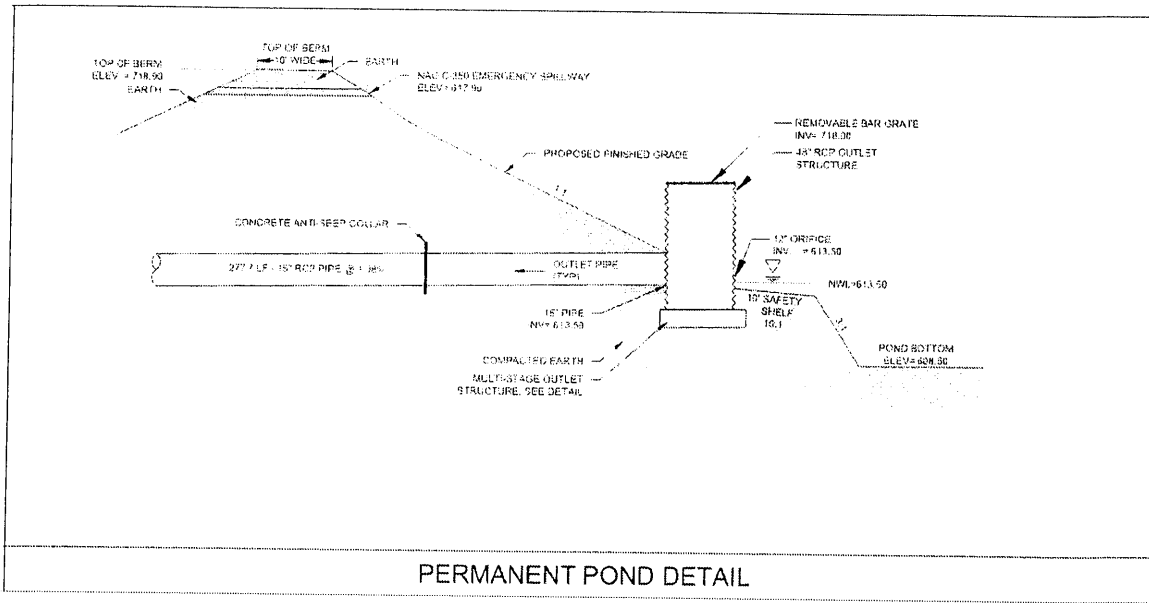


Exhibit D

Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibits B through C and prescribes the minimum maintenance requirements to remain compliant with this Plan. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

WET DETENTION BASIN

System Description:

The wet pond is designed to remove at least 66% of the Total Suspended Solids (TSS) in the site runoff and to reduce pre-development downstream peak flows. To function correctly, the pond size, water level and outlet structures must be maintained as specified in this Plan (see Exhibits C).

Briarwood is a proposed subdivision development. The project is located north of Briarwood Lane and Candlelight Drive in the Village of Caledonia, Racine County, Wisconsin.

Minimum Maintenance Requirements:

To ensure the proper function of the storm water management practices described above, the following activities must be completed:

1. All outlet structures and pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the orifices and the trash rack on the risers in the main part of the wet pond. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked at least twice yearly (spring and fall) and after heavy rains for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces re-growth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
6. The wet pond is to be cleaned out prior to the depth of sediment reaching the dewatering hole. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
7. No grading or filling of the wet pond or berms other than for sediment removal is allowed, unless otherwise approved by the Village of Caledonia.
8. To promote more effective infiltration, mowing in the drainage ways, detention basins, and wetland fringe areas should be minimized. If mowing is deemed necessary, the mowing heights should be no shorter than six (6) inches. Restricting any mowing to late summer or autumn will minimize mortality to ground nesting birds. To discourage the presence of nuisance waterfowl (i.e. Canada Geese), a minimum 30-foot wide no-mow fringe shall be maintained around all detention basins, where possible.
9. After Vegetation is 70% established, the use of herbicides/pesticides is to be discontinued along the swales & basins.

Document Number

**Stormwater Easement Agreement:
Briarwood of Caledonia, LLC
Lot 1 Candlelight Drive**

Name and Return Address
**Mr. Anthony A. Bunkelman P.E.
Village of Caledonia
5043 Chester Lane
Racine, Wisconsin 53402**

51-104-04-23-21-266-000

Parcel Identification Number (PIN)

STORMWATER EASEMENT AGREEMENT:
BRIARWOOD OF CALEDONIA, LLC

This Stormwater Easement Agreement ("Agreement") is made the 18th day of January, 2022, by and between **BRIARWOOD OF CALEDONIA, LLC (and its members)**, a Wisconsin limited liability company with offices located at 8338 Corporate Drive, Suite 300, Mount Pleasant, Wisconsin 53406, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. Attached to this Agreement, as Exhibit A, are excerpts of a Letter Report of Title, prepared by Landmark Title of Racine, Inc., in Racine, Wisconsin, for real property described as follows:

- 1) Lot 1, Block 1, Club View Subdivision (the "Club View Parcel") (Exhibit A); and

B. As a part of the approval by the Grantees of a development of the Property, the Grantees have required the Owner to create, and then construct, at Owner's own cost and expense, a storm water drainage plan (the "Plan") within the area of the Property described and depicted in Exhibit B attached hereto and incorporated herein. Said Plan includes, the connection of the Grantees existing stormwater drainage system, via a stormwater underground main in the easement area shown and described in attached Exhibit A, through the Club View Parcel. The easement area for the said Stormwater Main is marked and described in attached Exhibit B. The Grantees have further required as part of said approval that the Owner enter into this Agreement with Grantees setting forth the Owner's responsibility to maintain the Plan and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Stormwater Drainage Easement") over the Property described in attached Exhibit A hereinafter referred to in this Agreement as the "Stormwater Drainage Easement Area". The location of the Stormwater Drainage Easement Area with respect to the Property is as shown and described in Exhibit B.

D. The Grantees have requested that the Owner grant a permanent access easement (referred to in this Agreement as the "Ingress/Egress Easement") over the Owner's Property, that will grant to the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents, pedestrian and/or vehicular ingress and egress to and from the public roadways and the Stormwater Drainage Easement Area.

E. The Stormwater Drainage Easement Area and the Ingress/Egress Easement over the Owner's Property are collectively referred to in this Agreement as the "Utility Easement Area", and/or individually as appropriate. The Stormwater Drainage Easement and the Ingress/Egress

Easement are hereinafter collectively referred to as the "Utility Easement", and/or individually as appropriate.

F. As used in this Agreement, the term "Drainage Facilities" shall mean the Plan, the Stormwater Drainage Easement Area, the Ingress/Egress Easement over the Owner's Property, as described above, the drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Utility Easement Area from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Introduction is Correct. The foregoing "Introduction" is true and correct, and is hereby incorporated herein by reference, including all of its Exhibits.

2. Grant of Easement Rights. The Owner hereby permanently grants to the Grantees the Utility Easement on, over, and/or under the Utility Easement Area, all as described in this Agreement.

3. Construction, Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of the Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Drainage Facilities, and including, without limitation, mowing, control of weed and algae growth, and repair of erosion, and the removal of trees, brush, vegetation and silt, and all other obstacles to the flow of surface water to and from the Drainage Facilities, so that the Drainage Facilities function properly and to their design capacity for the conveyance of storm water and so that there are no obstructions interfering with the location, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Drainage Facilities both during the construction thereof and thereafter and in conformity with this Agreement and the Ordinances of the Village of Caledonia and any restrictive covenants applicable to the Property. The Owner shall prevent the Drainage Facilities from becoming a nuisance. As a part of Owner's duties and obligations described in this Agreement, Owner shall construct, install, and maintain the Drainage Facilities in compliance with the specifications and provisions of Exhibit B,.

4. Failure to Construct, Clean, Maintain, Alter, Repair and Replace the Pond and Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Property in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the Drainage Facilities if the Owner fails to do so after receiving a written request from the Grantees. The Owner shall be given at least ten business days after the date of said written request to perform whatever construction, cleaning, maintenance, alterations, repairs and replacements are deemed reasonable and necessary by the Grantees as stated in said notice. Provided, however, that in the event the Grantees determine that emergency action should be performed, then the Grantees may enter upon the Property immediately and perform said emergency action. The Owner shall reimburse Grantees for all costs incurred by the Grantees in performing said construction, cleaning, maintenance, alterations, repairs, replacements and emergency action, including, without limitation, any construction, engineering, legal and

administrative costs with respect to the same, upon receiving an invoice for said costs. If Owner fails to pay said costs, then said costs may be assessed upon the Property by the Grantees as a special charge and/or special assessment as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessment and/or charge and waives notice and hearing with respect to the levying of said charge and/or assessment in accordance with Wisconsin Statutes Section 66.0703 and 66.0627.

5. Alteration or Changes of the Drainage Facilities. The Owner shall not make or construct any alteration or change of the Drainage Facilities, including, without limitation, any alteration or change in the grade, elevations, size, shape, capacity, rate of inflow or rate of outflow of the Drainage Facilities, unless the Grantees approve the alteration or change in writing prior to the making or construction of said alteration or change.

6. Indemnification. Owner shall, and hereby does, indemnify and hold harmless the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents from and against any claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the existence, construction, use, operation, cleaning, maintaining, alteration, repair, and/or replacement of the Drainage Facilities, and/or (ii) any property damage and/or bodily injury (including death) that may arise or occur as a result of the foregoing and/or at such locations.

7. Insurance. Owner shall, at Owner's own cost and expense, and prior to the construction of the Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-licensed insurance carrier, that (i) has coverage and policy limits satisfactory to the Grantees, and (ii) has the Grantees named as additional insureds. Such insurance shall be kept and maintained by the Owner throughout the entire term of this Agreement.

8. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, the Ingress/Egress Easement over, and across the Owner's Property (as described above), for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Stormwater Drainage Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Stormwater Drainage Easement Area and the Drainage Facilities.

9. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Stormwater Drainage Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Stormwater Drainage Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Stormwater Drainage Easement Area, or (ii) ingress and egress through the Ingress/Egress Easement Area.
- (b) Remove any fences, structures or improvements located within the Stormwater Drainage Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the

Drainage Facilities within the Stormwater Drainage Easement Area, or (ii) maintain ingress and egress through the Ingress/Egress Easement Area.

10. Further Owner Requirements.

- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Stormwater Drainage Easement Area without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Stormwater Drainage Easement Area will not be altered without the written consent of the Grantees.
- (c) Owner shall construct and comply with the provisions and requirements of (i) the Plan (including, but not limited to, the Storm Water Management Plan, as may be approved and/or amended from time to time by the Grantees, and (ii) any Memoranda from Anthony A. Bunkelman, P.E., to Owner, regarding the Stormwater Management Plan.

11. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Utility Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.

12. Non-Use. Non-use or limited use of the rights granted to the Grantees in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

13. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

14. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

15. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

OWNER:
Briarwood of Caledonia, LLC

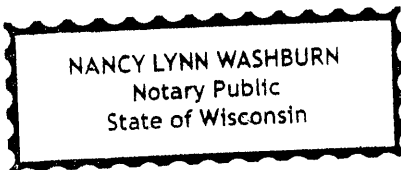
BY: *Raymond C. Leffler*

Printed Name: Raymond C. Leffler

Title: Member

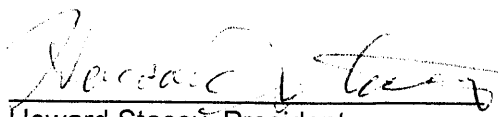
STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally, came before me this 18th day of January, 2022, the above named Raymond C. Leffler, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Nancy Lynn Washburn
Notary Public - Racine County, Wisconsin
My commission expires: 3-8-2025

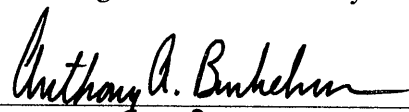
Village of Caledonia Utility District

BY: 
Howard Stacey, President

Attest: 
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally, came before me this 27th day of January, 2022, the above-named Howard Stacey, President and Michael Pirk, Secretary of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same as an officer of the Village of Caledonia Utility District.


Notary Public, Racine County, Wisconsin
My Commission Expires: July 26, 2023

This document drafted by:
Atty. John M. Bjelajac
State Bar No. 1015325
BJELAJAC & KALLENBACH
Post Office Box 38
Racine, Wisconsin 53401-0038
Attorney for the Village of Caledonia
and the Village of Caledonia Utility District



LANDMARK TITLE OF RACINE, INC.

Title Insurance Abstracts Escrows Closing Service

719 Washington Ave. PO Box 726 Racine, WI 53401 262-632-6262 FAX 262-632-6243

LML-68675

November 16, 2020

LETTER REPORT SCHEDULE A

We have examined the records relative to the premises described in Schedule B below and find that as of the date of this report the recorded title to said premises subject to the encumbrances and other matters set forth in Schedule B below appears in:
Briarwood of Caledonia, LLC

SCHEDULE B

Description of Property situated in the County of Racine, State of Wisconsin:

Lot 1, Block 1, Club View, a subdivision of part of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

The following is for informational purposes only:

Address: Candlelight Drive - Vacant Land

Tax Key No. 104-04-23-21-266-000

1. Mortgages, Liens, Agreements, Stipulations: NONE
2. Construction Liens (for past two years only): NONE
3. Land Contracts, Leases, or Notices of Lis Pendens: NONE
4. Unpaid real estate taxes up to and including those for the year 2019: NONE (Special Assessments - Not Examined)

NOTE: Taxes for the year 2019 in the amount of \$636.02, have been paid in full.

5. No Money Judgments, State Income Tax Liens, State Sales and Use Tax Warrants or Federal Tax Liens - Docketed in Racine County, against the following parties only: Briarwood of Caledonia, LLC

Dated: November 4, 2020 at 08:00 AM

LANDMARK TITLE OF RACINE, INC.

Michael P. Staech

This Report is for informational purposes only. This report is not an abstract of title or a title insurance commitment or policy and should not be relied upon in place of such. It is not the intention of Landmark Title of Racine, Inc. to provide any type of express or implied warranty, guaranty, or indemnity with respect to the accuracy or completeness of the information contained in the report. If this report is to be used by the customer as the search required in order for the customer to issue a title insurance commitment or policy, or if the information contained in this report is resold, the customer does so at their own risk. In order to obtain information from the company which will carry the full liability of a title insurance commitment or policy, Landmark Title of Racine, Inc. will issue, if requested, a commitment of title of insurance and will charge a fee in compliance with rates filed with the Office of the Commissioner of Insurance.

LEGAL DESCRIPTION:

A part of Lot 1 of Club View Subdivision located in the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin described as follows:

Beginning at the northwest corner of said Lot 1; Thence North $88^{\circ}33'09''$ East, 91.88 feet; Thence South $59^{\circ}02'41''$ East, 34.72 feet to the east line of said Lot 1; Thence South $00^{\circ}16'51''$ East along said east line, 23.39 feet; Thence North $59^{\circ}02'41''$ West, 41.04 feet; Thence South $88^{\circ}33'09''$ West, 86.47 feet to the west line of said Lot 1; Thence North $00^{\circ}16'51''$ West along said west line, 20.00 feet to the Point of Beginning.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S $00^{\circ}16'51''$ E	23.39'
L2	N $00^{\circ}16'51''$ W	20.00'



GRAPHICAL SCALE (FEET)

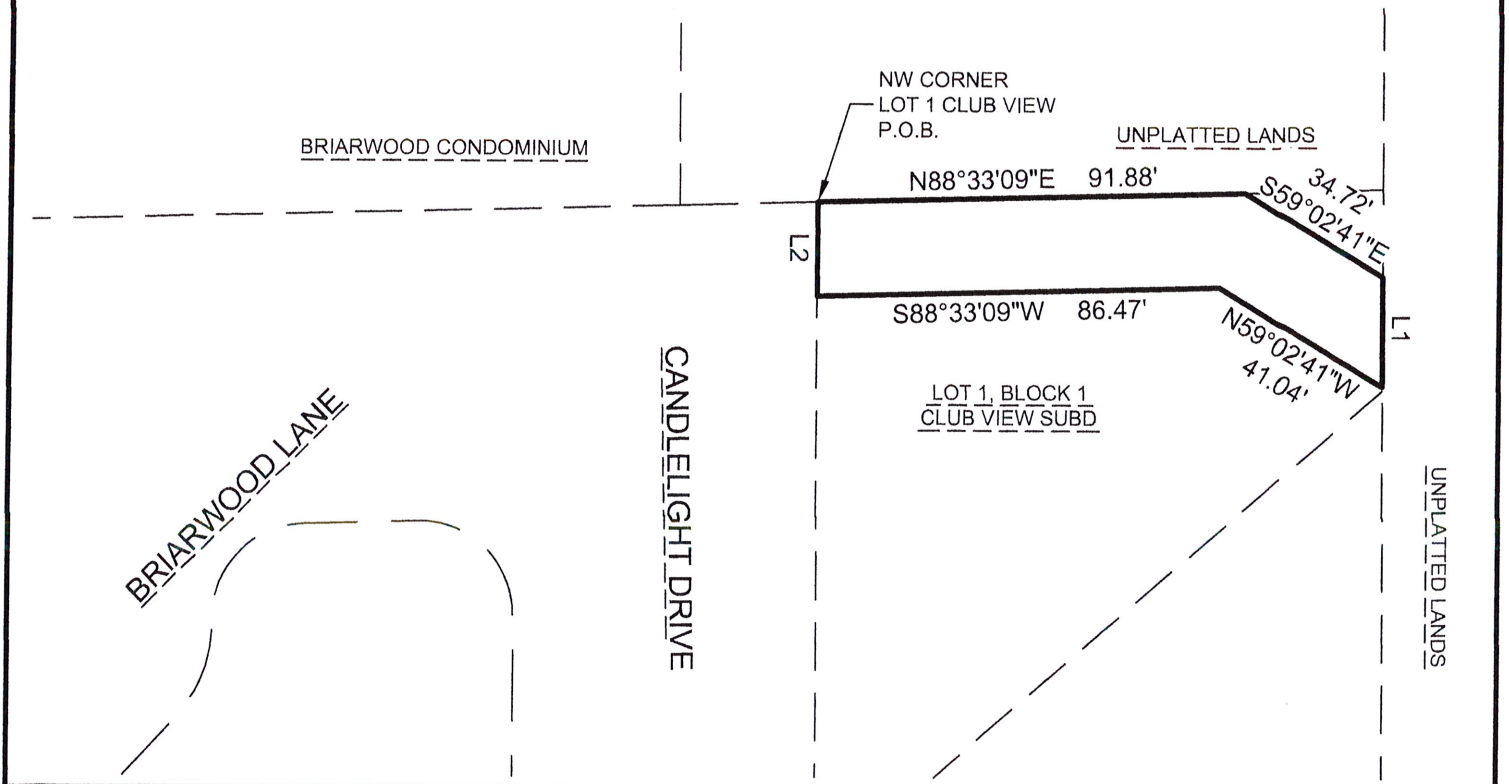
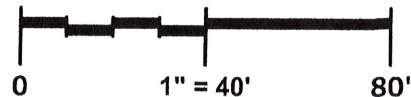


EXHIBIT B

03/25/2020

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB#956.00