

**RESOLUTION NO. 2022-96
(9-19-2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE TWO
STORMWATER EASEMENT AGREEMENTS WITH DEAN & KAREN ERNO –
6525 7 MILE ROAD**

WHEREAS, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and a Pond Construction Plan for Dean & Karen Erno for the construction of a pond and a single-family home located at 6525 7 Mile Road. As a condition of approval of the Storm Water Management Plan and Pond Construction Plan, a Stormwater Easement Agreement is required to be granted over the pond.

WHEREAS, the property is part of Certified Survey Map #3254 which as a condition of approval of the CSM, the existing drainage ways on the property were to be improved. The drainage ways on the property were improved but were not regraded within the stormwater easements provided on the CSM.

WHEREAS, to meet the condition of having a stormwater easement located over the improved drainage way, a new stormwater easement was required to be granted.

WHEREAS, the Owners, Dean & Karen Erno have executed said Stormwater Easement Agreements.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Stormwater Easement Agreements at their September 7, 2022 meeting.

WHEREAS, the President and Clerk of the Village need to execute the Stormwater Easement Agreement in order to allow them to be recorded.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the execution of the Stormwater Easement Agreements as set forth in Exhibit A, which are attached hereto and incorporated herein by reference, are approved and that the Village President and Village Clerk are authorized to execute said Stormwater Easement Agreements.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 19 day of September, 2022.

VILLAGE OF CALEDONIA

By: 
James R Dobbs, Village President

Attest: 
Joslyn Hoeffert, Village Clerk

Document Number

**Storm Water Drainage Easement
Agreement:
Dean A. & Karen L. Erno**

Name and Return Address

**Mr. Anthony A. Bunkelman P.E.
Village of Caledonia
Engineering Department
5043 Chester Lane
Racine, Wisconsin 53402**

104-04-22-11-007-030
Parcel Identification Number (PIN)

STORM WATER DRAINAGE EASEMENT AGREEMENT:
DEAN A. ERNO and KAREN L. ERNO

This Storm Water Drainage Easement Agreement ("Agreement") is made the 15th day of August, 2022, by and between **Dean A. Erno** and **Karen L. Erno**, being husband and wife, residing at 508 Clark Avenue South Milwaukee, Wisconsin 53172, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **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. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report of Title attached hereto Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. As a part of the approval by the Grantees of the improvement of the Property, the Owner is constructing, at their own cost and expense, a storm water pond, that will serve as a part of the storm water drainage facilities on the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water pond is referred to in this Agreement as the "Retention Pond". The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner's responsibility to maintain the Retention Pond and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Pond Easement Area". The location of the Pond 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 easement (referred to in this Agreement as the "Access Easement") over the Property, as may be necessary for the Grantees to exercise their rights under this Agreement.

E. As used in this Agreement, the term "Drainage Facilities" shall mean the Retention Pond, Access Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Pond Easement Area and/or other areas of the Property 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 waters 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. Construction, Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of Retention Pond and Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Retention Pond and Drainage Facilities, including, without limitation, mowing, control of weed and algae growth, 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 Retention Pond and Drainage Facilities, so that the Retention Pond and Drainage Facilities function properly and to their design capacity for the storage and 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 Retention Pond and Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Retention Pond and 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 Retention Pond and Drainage Facilities from becoming a nuisance.
2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace Retention 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 Retention Pond and 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 as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessments and waives notice and hearing with respect to the levying of said assessments in accordance with Wisconsin Statutes Section 66.0703 and/or 66.0627.
3. Alteration or Changes of Retention Pond or Drainage Facilities. The Owner shall not make or construct any alteration or change of the Retention Pond or Drainage Facilities, including, without limitation, any alteration or change in the size, shape, capacity, rate of inflow or rate of outflow of the Retention Pond or Drainage Facilities, unless the Grantees approve the alteration or change in writing prior to the making or construction of said alteration or change.
4. 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 the Pond Easement Area, 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.

5. Insurance. Owner shall, at Owner's own cost and expense, and prior to the construction of the Retention Pond, and any other 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.

6. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, a permanent easement and right-of-way over the Property, to and from Seven Mile Road and the Pond Easement Area, 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 Pond Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Pond Easement Area and the Drainage Facilities.

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 Pond Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Pond Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area, or (ii) ingress and egress to the Pond Easement Area and Seven Mile Road.
- (b) Remove any fences, structures or improvements located within the Pond 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 Pond Easement Area, or (ii) maintain ingress and egress to the Pond Easement Area and Seven Mile Road.

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 Pond Easement Area without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Pond Easement Area will not be altered without the written consent of the Grantees.

(c) Owner shall perform the other drainage work in the manner described in attached Exhibit B.

(d) Owner shall comply with (i) the provisions and requirements of the Storm Water Management Plan for the Property, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped September 2, 2021 and the Construction Plans for Lot #3

of CSM #3254, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped August 1, 2022 as may be approved and/or amended from time to time by the Grantees.

9. 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 Pond Easement Area or (ii) ingress and egress to the Pond 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 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

BY: Dean A Erno
Dean A. Erno

BY: Karen L Erno
Karen L. Erno

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 15th day of August 2022, the above-named **Dean A. Erno** and **Karen L. Erno**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

Richard W. Seifbrisch
Notary Public, State of Wisconsin

Richard W. Seifbrisch

My Commission expires: 9-15-2025

VILLAGE OF CALEDONIA

BY: James R. Dobbs
James R. Dobbs, President

ATTEST: Joslyn Hoeffert
Joslyn Hoeffert, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 19th day of September 2022, the above-named **James R. Dobbs, President** and **Joslyn Hoeffert, Clerk**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Anthony A. Bunkelman
Notary Public, Racine County, WI

Anthony A. Bunkelman

My Commission expires: July 26, 2023



EXHIBIT A



LANDMARK TITLE
OF RACINE, INC.

719 Washington Avenue • Racine, WI 53403 • 262-632-6262 • www.LMT123.com

LML-70402

November 23, 2021

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:
Dean A. Ermo and Karen L. Ermo, husband and wife, as survivorship marital property

SCHEDULE B

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

Lot 3 of Certified Survey Map No. 3254, recorded on August 8, 2018, in Volume 10 of Certified Survey Maps on Pages 732-736, as Document No. 2471645, and as corrected by Document No. 2475154 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Town 4 North, Range 22 East. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin.

The following is for informational purposes only:

Address: 6525 7 Mile Road

Tax Key No. 104-04-22-11-007-030

1. Mortgages, Liens, Agreements, Stipulations:
Mortgage from Dean A. Ermo and Karen L. Ermo, husband and wife to Associated Bank, N.A. in the amount of \$160,000.00 dated February 18, 2021 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 24, 2021 as Document No. 2582360.
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 2020: NONE (Special Assessments - Not Examined)

NOTE: Taxes for the year 2020 in the amount of \$109.46, 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: Dean A. Emo, Karen L. Emo

Dated: November 22, 2021 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 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.



LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE, BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY

(continued)

OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDER TAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR, SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND /OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- ✓ Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- ✓ Information about your transactions with us, our affiliated companies or others and;
- ✓ Information we receive from a consumer reporting agency

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Racine County

Owner (s):

**ERNO, DEAN A
ERNO, KAREN L**

Location:

Sect. 11, T4N,R22E

Mailing Address:

**DEAN A ERNO
KAREN L ERNO
508 CLARK AVE
SOUTH MILWAUKEE, WI 53172**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

104-04-22-11-007-030

Tax District:

104-VILLAGE OF CALEDONIA

Status:

Active

Alternate Tax Parcel Number:Government Owned:Acres:

19.32

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

PT NE1/4 CSM 3254

V10 PG732 #2471645 LOT 3 FROM 104042211007000 IN 2017 FOR 2018 ROLL **TOTAL ACRES 19.32**

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*

6525 7 MILE RD RACINE, WI 53402

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2020	<input type="checkbox"/>	\$109.46	\$109.46	\$0.00	\$0.00	\$0.00	\$0.00
2019	<input type="checkbox"/>	\$102.97	\$102.97	\$0.00	\$0.00	\$0.00	\$0.00
2018	<input type="checkbox"/>	\$105.06	\$105.06	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$0.00

NOTE: Current year tax bills may not be processed by the county.

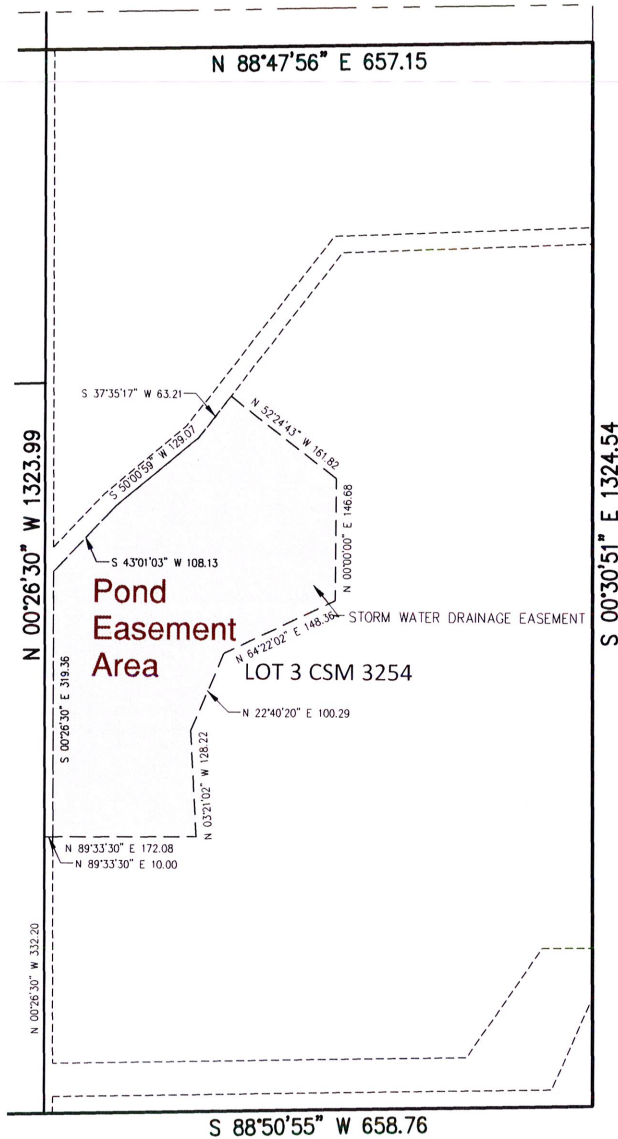
Interest and penalty on delinquent taxes are calculated to **November 30, 2021** .

EXHIBIT B

STORM WATER DRAINAGE EASEMENT

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Commence at the Southwest corner of said Lot 3; thence N00°26'30"W, 332.20 feet along the West line of said Lot 3; thence N89°33'30"E, 10.00 feet to the point of beginning of this description; continue thence N89°33'30"E, 172.08 feet; thence N03°21'02"W, 128.22 feet; thence N22°40'20"E, 100.29 feet; thence N64°22'02"E, 148.36 feet; thence N00°00'00"E, 146.68 feet; thence N52°24'43"W, 161.82 feet; thence S37°35'17"W, 63.21 feet; thence S50°00'59"W, 129.07 feet; thence S43°01'03"W, 108.13 feet; thence S00°26'30"E, 319.36 feet, parallel with the West line of said Lot 3 to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 110,544 sq.ft. or 2.538 acres.

7 MILE ROAD



3-44-11-01

Wednesday, November 17, 2021



Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd. Suite 200, Racine, WI. 53406
 Tele: (262)634-5588 Website: www.nmbcsc.net

Scale: 1" = 150'
 Drawn By: SCB
 DATE: 11-17-2021
 2017.0057.01
 Storm Water Drainage Easement Exhibit
 Village of Caledonia Caledonia, Wisconsin
 Sheet 1 of 1

STORM WATER DRAINAGE EASEMENT (POND)

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Commence at the Southwest corner of said Lot 3; thence N00°26'30"W, 332.20 feet along the West line of said Lot 3; thence N89°33'30"E, 10.00 feet to the point of beginning of this description; continue thence N89°33'30"E, 172.08 feet; thence N03°21'02"W, 128.22 feet; thence N22°40'20"E, 100.29 feet; thence N64°22'02"E, 148.36 feet; thence N00°00'00"E, 146.68 feet; thence N52°24'43"W, 161.82 feet; thence S37°35'17"W, 63.21 feet; thence S50°00'59"W, 129.07 feet; thence S43°01'03"W, 108.13 feet; thence S00°26'30"E, 319.36 feet, parallel with the West line of said Lot 3 to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 110,544 sq.ft. or 2.538 acres.

Document Number

**Storm Water Drainage Easement
Agreement:
Dean A. & Karen L. Erno**

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

104-04-22-11-007-030
Parcel Identification Number (PIN)

STORM WATER DRAINAGE EASEMENT AGREEMENT:
DEAN A. ERNO and KAREN L. ERNO

This Storm Water Drainage Easement Agreement (“Agreement”) is made the 15th day of August, 2022, by and between **Dean A. Erno** and **Karen L. Erno**, being husband and wife, residing at 508 Clark Avenue South Milwaukee, Wisconsin 53172, referred to in this Agreement as “Owner”, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **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. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report of Title attached hereto Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as 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 construct, at Owner’s own cost and expense, a storm water drainage plan within the area of the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water drainage plan is hereinafter referred to in this Agreement as the “Plan”. The Grantees have further required as part of said approval that the Owner enter into an 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 “Storm Water Drainage Easement”) over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the “Storm Water Drainage Easement Area”. The location of the Storm Water 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 Seven Mile Road and the Storm Water Drainage Easement Area.

E. The Storm Water Drainage Easement Area and the Ingress/Egress Easement Area area collectively referred to in this Agreement as the “Utility Easement Area”.

F. As used in this Agreement, the term “Drainage Facilities” shall mean the Plan, the Storm Water Drainage Easement Area, the Ingress/Egress Easement Area, 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. 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, including, without limitation, mowing, control of weed and algae growth, 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 storage and 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.

2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace 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 as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessments and waives notice and hearing with respect to the levying of said assessments in accordance with Wisconsin Statutes Section 66.0703 and/or 66.0627.

3. Alteration or Changes of 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.

4. 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.

5. 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.

6. 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, across, under, and through the Owner's Property, to and from Seven Mile Road and the Storm Water Drainage Easement Area, 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 Utility Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Utility Easement Area and the Drainage Facilities.

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 Storm Water Drainage Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Storm Water Drainage Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Drainage Easement Area, or (ii) ingress and egress to the Storm Water Drainage Easement Area and Seven Mile Road.
- (b) Remove any fences, structures or improvements located within the Storm Water 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 Storm Water Drainage Easement Area, or (ii) maintain ingress and egress to the Storm Water Drainage Easement Area and Seven Mile Road.

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 Storm Water Drainage Easement Area without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Storm Water Drainage Easement Area will not be altered without the written consent of the Grantees.

(c) Owner shall comply with (i) the provisions and requirements of the Site Grading & Drainage Improvements Plan for the Property, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped August 24, 2017, as may be approved and/or amended from time to time by the Grantees.

9. 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 Storm Water Drainage Easement Area or (ii) ingress and egress to the Storm Water Drainage 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 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

BY: Dean A. Erno
Dean A. Erno

BY: Karen L. Erno
Karen L. Erno

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 15th day of August 2022, the above-named **Dean A. Erno** and **Karen L. Erno**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

Richard W. Schbrock
Notary Public, State of Wisconsin

Richard W. Schbrock
My Commission expires: 9-15-2023

VILLAGE OF CALEDONIA

BY: James R. Dobbs
James R. Dobbs, President

ATTEST: Joslyn Hoeffert
Joslyn Hoeffert, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 19th day of September 2022, the above-named **James R. Dobbs, President** and **Joslyn Hoeffert, Clerk**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Anthony A. Bunkelman
Notary Public, Racine County, WI

Anthony A. Bunkelman
My Commission expires: July 26, 2023



VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: Howard Stacey
Howard Stacey, President

ATTEST: Michael Pirk
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 7th day of September 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 on behalf of the Village of Caledonia Utility District.

Anthony A. Bunkelman
Notary Public, State of Wisconsin

Anthony A. Bunkelman

My Commission expires: July 26, 2023



This Instrument Was Drafted By: Anthony A. Bunkelman P.E., Public Services Director

EXHIBIT A



LANDMARK TITLE
OF RACINE, INC.

719 Washington Avenue • Racine, WI 53403 • 262-632-6262 • www.LMT123.com

LML-70402

November 23, 2021

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:
Dean A. Emo and Karen L. Emo, husband and wife, as survivorship marital property

SCHEDULE B

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

Lot 3 of Certified Survey Map No. 3254, recorded on August 8, 2018, in Volume 10 of Certified Survey Maps on Pages 732-736, as Document No. 2471645, and as corrected by Document No. 2475154 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Town 4 North, Range 22 East. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin.

The following is for informational purposes only:

Address: 6525 7 Mile Road

Tax Key No. 104-04-22-11-007-030

1. Mortgages, Liens, Agreements, Stipulations:
Mortgage from Dean A. Emo and Karen L. Emo, husband and wife to Associated Bank, N.A. in the amount of \$160,000.00 dated February 18, 2021 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 24, 2021 as Document No. 2582360.
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 2020: NONE (Special Assessments - Not Examined)

NOTE: Taxes for the year 2020 in the amount of \$109.46, 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: Dean A. Emo, Karen L. Emo

Dated: November 22, 2021 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 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.



LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE, BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. you RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND you DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY

(continued)

OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDER TAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR, SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND /OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a rights to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- ✓ Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- ✓ Information about your transactions with us, our affiliated companies or others and;
- ✓ Information we receive from a consumer reporting agency

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Racine County

Owner (s):
ERNO, DEAN A
ERNO, KAREN L

Location:
Sect. 11, T4N,R22E

Mailing Address:
DEAN A ERNO
KAREN L ERNO
508 CLARK AVE
SOUTH MILWAUKEE, WI 53172

School District:
4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number: Tax District: Status:
104-04-22-11-007-030 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:
19.32

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

PT NE1/4 CSM 3254
V10 PG732 #2471645 LOT 3 FROM 104042211007000 IN 2017 FOR 2018 ROLL **TOTAL
ACRES 19.32**

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

6525 7 MILE RD RACINE, WI 53402

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

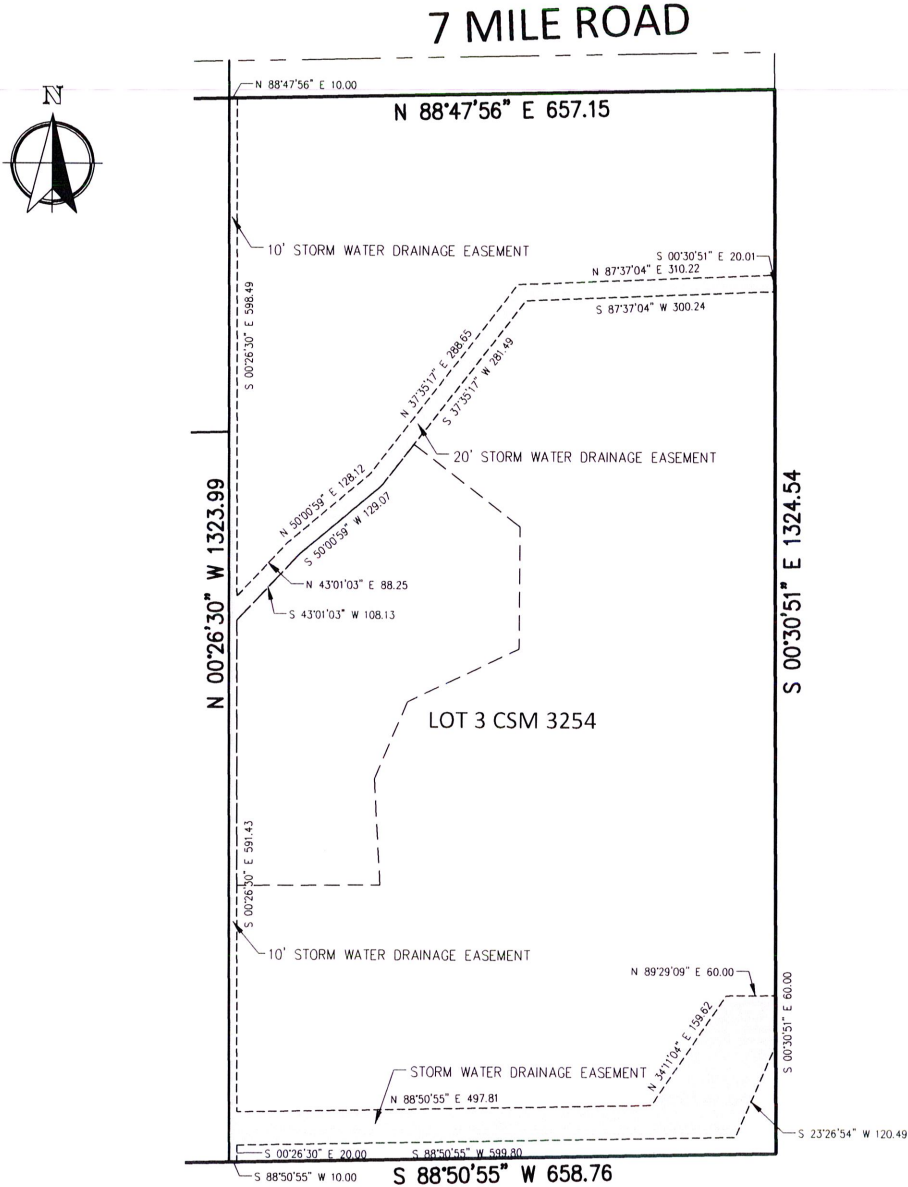
Tax Year*	Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2020	<input type="checkbox"/>	\$109.46	\$109.46	\$0.00	\$0.00	\$0.00	\$0.00
2019	<input type="checkbox"/>	\$102.97	\$102.97	\$0.00	\$0.00	\$0.00	\$0.00
2018	<input type="checkbox"/>	\$105.06	\$105.06	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$0.00

NOTE: Current year tax bills may not be processed by the county.

Interest and penalty on delinquent taxes are calculated to **November 30, 2021** .

STORM WATER DRAINAGE EASEMENT

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Begin at the Northwest corner of said Lot 3; thence N88°47'56"E, 10.00 feet along the North line of said Lot 3 and the South right-of-way of 7 Mile Road; thence S00°26'30"E, parallel with the West line of said Lot 3, 598.49 feet; thence N43°01'03"E, 88.25 feet; thence N50°00'59"E, 128.12 feet; thence N37°35'17"W, 288.65; thence N87°37'04"E 310.22 feet to the East line of said Lot 3; thence S00°30'51"E 20.01 feet along the East line of said Lot 3; thence S87°37'04"W, 300.24 feet; thence S37°35'17"W, 281.49 feet; thence S50°00'59"W, 129.07 feet; thence S43°01'03"W, 108.13 feet; thence S00°26'30"E, parallel with the West line of said Lot 3, 591.43 feet; thence N88°50'55"E, parallel with the South line of said Lot 3, 497.81 feet; thence N34°11'04"E, 159.62; thence N89°29'09"E, 60.00 feet to the East line of said Lot 3; thence S00°30'51"E, 60.00 feet along the East line of said Lot 3; thence S23°26'54"W, 120.49 feet; thence S88°50'55"W, parallel with the South line of said Lot 3, 599.80 feet; thence S00°26'30"E, parallel with the West line of said Lot 3, 20.00 feet to the South line of said Lot 3; thence S88°50'55"W, 10.00 feet along the South line of said Lot 3 to the West line of said Lot 3; thence N00°26'30"W, 1323.99 feet along the West line of said Lot 3 to the North line of said Lot 3, the South right-of-way of 7 Mile Road and the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 66,109 sq.ft. or 1.518 acres.



3:44:13 PM

Wednesday, November 17, 2021



Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd. Suite 200, Racine, WI. 53406
 Tele: (262)634-5588 Website: www.nmbssc.net

Scale: 1" = 150'
 Drawn By: SCB
 DATE: 11-17-2021
 2017.0057.01
 Storm Water Drainage Easement Exhibit
 Village of Caledonia Caledonia, Wisconsin
 Sheet 1 of 1

STORM WATER DRAINAGE EASEMENT (SWALES)

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Begin at the Northwest corner of said Lot 3; thence N88°47'56"E, 10.00 feet along the North line of said Lot 3 and the South right-of-way of 7 Mile Road; thence S00°26'30"E, parallel with the West line of said Lot 3, 598.49 feet; thence N43°01'03"E, 88.25 feet; thence N50°00'59"E, 128.12 feet; thence N37°35'17"E, 288.65; thence N87°37'04"E 310.22 feet to the East line of said Lot 3; thence S00°30'51"E 20.01 feet along the East line of said Lot 3; thence S87°37'04"W, 300.24 feet; thence S37°35'17"W, 281.49 feet; thence S50°00'59"W, 129.07 feet; thence S43°01'03"W, 108.13 feet; thence S00°26'30"E, parallel with the West line of said Lot 3, 591.43 feet; thence N88°50'55"E, parallel with the South line of said Lot 3, 497.81 feet; thence N34°11'04"E, 159.62; thence N89°29'09"E, 60.00 feet to the East line of said Lot 3; thence S00°30'51"E, 60.00 feet along the East line of said Lot 3; thence S23°26'54"W, 120.49 feet; thence S88°50'55"W, parallel with the South line of said Lot 3, 599.80 feet; thence S00°26'30"E, parallel with the West line of said Lot 3, 20.00 feet to the South line of said Lot 3; thence S88°50'55"W, 10.00 feet along the South line of said Lot 3 to the West line of said Lot 3; thence N00°26'30"W, 1323.99 feet along the West line of said Lot 3 to the North line of said Lot 3, the South right-of-way of 7 Mile Road and the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 66,109 sq.ft. or 1.518 acres.