# RESOLUTION NO. 2022-97 (9-19-2022)

# RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A DEPOSIT AGREEMENT 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. To guarantee the completion and construction of the pond, in conformity with the approved Plans and Specifications, the Owner is required to enter into a Deposit Agreement prior to the construction of the pond. The Deposit Agreement is to be entered into by the Owner, the Caledonia Utility District, and the Village of Caledonia; and

WHEREAS, the Owners, Dean & Karen Erno have executed said Deposit Agreement and have made the required deposit with the Village of Caledonia on August 15, 2022; and

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Deposit Agreement at their September 7, 2022 meeting; and

WHEREAS, the President and Clerk of the Village need to execute the Deposit Agreement.

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

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

VILLAGE OF CALEDONIA

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James R Dobbs, Village President

Attest:

Joslyn Hooffert, Village Clerk

## **DEPOSIT AGREEMENT**

This Deposit Agreement (referred to as the "Agreement") is made the	15th	day
of August , 2022, by and between <b>Dean A. Erno</b> and	Karen L.	
being husband and wife, residing at 508 Clark Avenue South Milwaukee, Wiscons	sin 53172.	,
referred to in this Agreement as "Owner", and the VILLAGE OF CALEDONIA, Ra		
Wisconsin, and the VILLAGE OF CALEDONIA UTILITY DISTRICT, a utility dist	rict of the \	/illage
of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of	Caledonia	utility
District are collectively referred to in this Agreement as "Caledonia".		,

# **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 Caledonia of Owner's desired improvement of the Property, Owner is constructing, at its own cost and expense, a storm water pond, that will serve as a part of the storm water drainage facilities on the Property. Said storm water drainage facilities are referred to in this Agreement as the "Drainage Facilities".
- C. Owner has provided Caledonia with a Storm Water Management Plan dated September 2, 2021 and Site Grading & Drainage Plans, dated August 1, 2022, prepared by Nielsen Madsen + Barber, S.C. for the Drainage Facilities to be constructed on the Property (referred to in this Agreement as the "Plan"). The areas of the Owner's Property affected by the Drainage Facilities are described in attached Exhibit B, and include a storm water pond. Caledonia has approved the Plan (in accordance with recommendations of Public Services Director, Anthony A. Bunkelman P.E.).
- D. Because Caledonia has made a determination that it is important that the Plan and Drainage Facilities be constructed at the Property in a timely manner in order to lessen the impact of the Owner's desired improvement of the Property on other property owners in the Village of Caledonia, the approval by Caledonia of the Owner's desired improvement of the Property was conditioned upon:
  - (1) Owner completing construction of the Plan and Drainage Facilities, in conformity with the Plan, within 1 year or by September 15, 2023, subject to an extension in the event of force majeure as defined below (the "Completion Date"); and
  - (2) Owner entering into an agreement with Caledonia requiring Owner to deposit the sum of \$10,000.00 with Caledonia in order to guarantee the completion of construction by Owner of the Plan and Drainage Facilities, in conformity with the Plan, prior to the Completion Date. Owner is required to enter into said agreement prior to commencement of construction of the Plan and Drainage Facilities.

E. Owner has indicated that it agrees to all of Caledonia's conditions of approval for the Owner's desired development of 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. The recitals set forth above are hereby incorporated herein as part of the agreement of the parties.
- 2. Owner shall deposit the sum of \$10,000.00 (referred to in this Agreement as the "Deposit") with Caledonia on or before September 15, 2022. Caledonia is not required to set up a separate account for the Deposit and may commingle the Deposit with its other funds.
  - 3. Owner agrees that prior to the Completion Date, it will:
    - (a) Complete the construction of the Plan and Drainage Facilities in conformity with the Plan;
    - (b) Provide Caledonia with as-built drawings of the Plan and Drainage Facilities that are stamped by a registered engineer and indicate that the Drainage Facilities were constructed in conformity with the Plan. Caledonia shall review the as-built drawings to confirm conformity with the Plan; and
    - (c) Pay for any direct damage caused to Village of Caledonia roads and rights-of-way and any other property of Caledonia on the Property as a result of said construction.

The Owner's agreement to complete construction of the Plan and Drainage Facilities as described above in Section 3(a), provide as-built drawings as described above in Section 3(b) and pay for any damage as described above in Section 3(c) are collectively referred to as the "Owner's Obligations".

- 4. The Completion Date shall be extended if an event of force majeure occurs. As used herein, the term "force majeure" shall mean an event that causes Owner to be delayed in completing construction of the Pond and Drainage Facilities by reason of the inability to procure materials, failure of power, riots, insurrection, war or other reason of a like nature not the fault of the Owner. If an event of force majeure occurs, then the Completion Date shall be extended for the period of the delay. Owner shall give Caledonia written notice as soon as possible of its claim of right to such extension and the reasons therefor.
- 5. Owner shall provide Caledonia with a written notice of completion after Owner believes that it has completed Owner's Obligations. Caledonia shall make a determination as to whether Owner has completed Owner's Obligations within thirty (30) days after Caledonia's receipt of said notice.

- (a) If Caledonia determines that Owner has completed Owner's Obligations, Caledonia shall return the Deposit to Owner within ten (10) days after the making of said determination.
- (b) If Caledonia determines that Owner has not completed the Owner's Obligations, Caledonia shall provide a written notice to Owner specifying which of Owner's Obligations have not been completed.

Owner shall thereafter have a cure period of forty-five (45) days from the date of said notice to complete Owner's Obligations and provide Caledonia with a notice of such completion. Caledonia shall make another determination as to whether Owner has completed Owner's obligations within thirty (30) days after Caledonia's receipt of said notice.

- (a) If Caledonia determines that Owner has completed Owner's Obligations, Caledonia shall return the Deposit to Owner within ten (10) days after the making of said determination.
- (b) If Caledonia determines that Owner has not completed Owner's Obligations, Caledonia shall provide written notice of said determination to Owner, and the Deposit shall be retained by Caledonia and paid to and kept by Caledonia as compensation for Owner's failure to complete Owner's Obligations as required herein, and as reimbursement for any expense incurred by Caledonia because of Owner's failure to complete Owner's Obligations as required herein. Accordingly, Owner shall not have any right to the Deposit if it fails to complete Owner's Obligations as required herein. Caledonia's retention of the Deposit shall not: (i) release Owner of its obligations to complete Owner's Obligations, or (ii) be in lieu of, or foreclose, any other rights or remedies that Caledonia may have in law or equity regarding Owner's failure to complete Owner's Obligations as required herein, it being the intent of the parties that Caledonia shall continue to possess all such rights and remedies in addition to retaining the Deposit.
- 6. All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address indicated below, or (b) three (3) business days after mailed via certified mail, return receipt requested, addressed to such party at the address set forth below (unless changed by similar notice in writing given by the party whose address is to be changed).

Dean A. Erno Karen L. Erno 508 Clark Avenue South Milwaukee, Wisconsin 53172

Village of Caledonia, Wisconsin Village of Caledonia Utility District 5043 Chester Lane Racine, Wisconsin 53402

7. This Agreement may not be altered, changed or amended except by an instrument in writing signed by the parties.

- 8. The time of the performance of all the terms, conditions and covenants of this Agreement is of the essence.
- 9. This Agreement shall be governed, controlled, and construed by and under the laws of the State of Wisconsin. Venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.
OWNER:
BY: Dean A. Erno
BY: Karen L. Etalo. Karen L. Erno
STATE OF WISCONSIN ) ) SS
COUNTY OF RACINE ) the second of the second
Personally came before me this day of
instrument and acknowledged the same on behalf of said Owner.
Ruhi W white
Notary Public, State of Wisconsin
Richard Whiches
My Commission expires: 9-15-2025

VILLAGE OF CALEDONIA	
James R. Dobbs, President	
ATTEST: Moslyn Hoeffert, Clerk	
STATE OF WISCONSIN )	
) SS  COUNTY OF RACINE  Personally came before me this 19th day of September 2	2022 the above named
James R. Dobbs, President and Joslyn Hoeffert, Clerk, of the Village of Country to be the persons who executed the foregoing instrument and acknowledged the Village of Caledonia.  Notary Public, Racine County, WI	Caledonia. to me known
Anthony A. Bunkelman	
My Commission expires: July 26,203	31 y
VILLAGE OF CALEDONIA UTILITY DISTRICT	
BY: Howard Stacey, President	
ATTEST: Michael Pirk, Secretary	
STATE OF WISCONSIN )	
OUNTY OF RACINE  Personally came before me this	aledonia Utility District,
on behalf of the Village of Caledonia Utility District.	WELMAN AM
Notary Public, State of Wisconsin	
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Anthony A. Bunkelman	
My Commission expires: Tuly 26, 2023	S. S



719 Washington Avenue • Racíne, 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. Erno and Karen L. Erno, 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. Starck

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 CLAEMS, 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 ABSTRACTOR 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 PREMITTED 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 DISTRISS, 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 LIABLITY 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 POSSIBLITY 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.

Rev. 06/30/2016

# **Racine County**

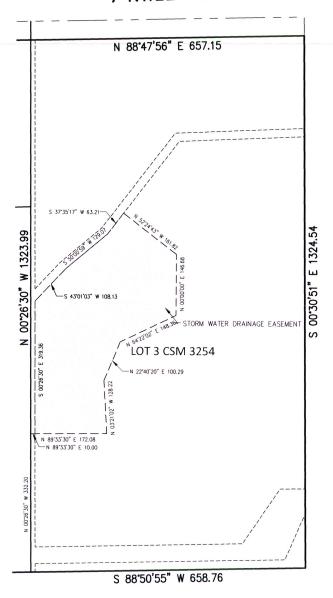
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2020		\$109.46	\$109.46	\$0.00	\$0.00	\$0.00	\$0.00	
2019		\$102.97	\$102.97	\$0.00	\$0.00	\$0.00	\$0.00	
2018		\$105.06	\$105.06	\$0.00	\$0.00	\$0.00	\$0.00	
Total							\$0.00	
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# STORM WATER DRAINAGE 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







## 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.

VILLAGE OF CALEDONIA			
5043 CHESTER LANE			
RACINE WI 53402			
Receipt No: 6.002367			

262-835-4451

Aug 26, 2022

ERNO, KAREN

Previous Balanc	e: THE PUBLIC - STORMWATER DEPOSIT	.00
Total:	_	10,000.00
CHECKS Payor: I	Check No: 3028 ERNO, KAREN	10,000.00
Total Applied:		10,000.00
Change Tendere	rd:	.00

08/26/2022 10:40 AM