RESOLUTION NO. 2019-04

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AT 13623 FOUR MILE ROAD WITH FOUR MILE ROAD LLC

WHEREAS, the Village of Caledonia authorized its consulting engineering firm to review sanitary sewer extension options for serving lands adjacent to, and north of, Four Mile Road in the I-94 corridor and extending from the existing regional interceptor sanitary sewer located in DeBack Lane in the DeBack Farms Business Park up to Four Mile Road. The authorization included the review of a watermain extension for serving lands adjacent to, and north of, Four Mile Road in the I-94 corridor and extending from the existing watermain located in the East Frontage Road just north of DeBack Lane up to Four Mile Road and the authorization also included the review of the existing road conditions on Four Mile Road, which will be an additional truck route to the DeBack Farms Business Park serving the east end of the business park as well as those parcels of land along Four Mile Road; and

WHEREAS, the sanitary sewer analysis determined the best options for serving Four Mile Road and the I-94 corridor lands was to extend the existing regional interceptor sanitary sewer from the end of the DeBack Lane cul-de-sac east and north through the DeBack Farms Business Park to Four Mile Road in permanent easements, and also by extending a sanitary sewer due north from the end of the DeBack Lane cul-de-sac to Four Mile Road in permanent easements. Sanitary sewer will also be extended both easterly and westerly along the south side of Four Mile Road from the 2 locations, utilizing the Right of Way of Four Mile Road and various permanent and temporary construction easements; and

WHEREAS, the watermain analysis determined the best option for serving Four Mile Road and the I-94 corridor lands was to extend the existing watermain from the East Frontage Road just north of DeBack Lane, north to the intersection of Four Mile Road and the East Frontage Road along the east side of the East Frontage Road utilizing the Right of Way of the East Frontage Road and then extend watermain east to the eastern boundary of the DeBack Farms Business Park along the north side of Four Mile Road utilizing the Right of Way of Four Mile Road; and

WHEREAS, the existing road condition analysis determined that the existing right-ofway in Four Mile Road is substandard in road right-of-way cross section and that improvements are necessary to ensure that this route remains safe and viable for use by the parcels of land along Four Mile Road and for trucking to and from the business park; and

WHEREAS, the Village Board adopted Resolution Nos: 2018-44, 2018-46, and 2018-84 that were Relocations Orders related to the above projects and identified certain property interests that are necessary for the activities to properly complete the above projects; and

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals of the 14 identified Temporary Construction Easements, Fee taking for Public Right of Way, and Permanent Easements required for the project; and

WHEREAS, the Utility Director & the Caledonia Utility District's Attorney have met and negotiated with the Four Mile Road LLC, property owner of 13623 Four Mile Road, to obtain one of the required Temporary Construction Easements required for the project; and

WHEREAS, the Owner, the Four Mile Road LLC, have executed said Temporary Construction Easement and the Village President and Village Clerk need to execute the Temporary Construction Easement in order to allow it to be recorded.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 21st day of January, 2019.

VILLAGE OF CALEDONIA

James R Dobbs, Village President

Karie Torkilsen Village Clerk

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Document Number

Title of Document

The real property affected by this document is described in the attached.

Document # 2514518

RACINE COUNTY REGISTER OF DEEDS
February 25, 2019 11:04 AM

TYSON FETTES RACINE COUNTY REGISTER OF DEEDS Fee Amount: \$30.00

Pages: 18

Record this document with the Register of Deeds

Name and Return Address: Atty. John M. Bjelajac 601 Lake Avenue Post Office Box 38

Racine, Wisconsin 53401-0038

51-104-04-22-30-020-000

(Parcel Identification Number)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Document Number

Title of Document

The real property affected by this document is described in the attached.

We are returning your ORIGINAL document.
It has been recorded electronically.
The recording information is shown on the attached copy. Keep both documents with your Real Estate records.

Record this document with the Register of Deeds

Name and Return Address: Atty. John M. Bjelajac 601 Lake Avenue Post Office Box 38

Racine, Wisconsin 53401-0038

51-104-04-22-30-020-000

(Parcel Identification Number)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this 20th day of December, 2018, by and between the following parties:

- a) FOUR MILE ROAD LLC, being a Wisconsin limited liability company, with a mailing address of Post Office Box 274, Franksville, Wisconsin 53126 (hereinafter referred to as the "Owner"); and
- b) The VILLAGE OF CALEDONIA, being a municipal corporation and village created under the laws of the State of Wisconsin, with its Village Hall located at 5043 Chester Lane, Racine, Wisconsin 53402 (hereinafter referred to as the "Village"); and
- The VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT and the VILLAGE OF CALEDONIA WATER UTILITY DISTRICT, being two separate utility districts established by the Village of Caledonia under the laws of the State of Wisconsin, with utility district offices located at 333 4½ Mile Road, Racine, Wisconsin 53402 (hereinafter jointly and severally referred to as the "Utility District" in the singular tense).

Introduction

The Village is located in Racine County, Wisconsin. The Village, through the Utility District, owns and operates a municipal sanitary sewerage system and a municipal water system (collectively, the "District System"). The Village enters into this Agreement both on behalf of the Village of Caledonia, and on behalf of its Utility District.

Owner is the sole record-title owner of the parcel of real property (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, that is described in attached Exhibit A.

The Village/Utility District is undertaking the construction project (the "Project") described in attached Exhibit B. As a part of the Project, the Village/Utility District wishes to acquire from Owner the Temporary Construction Easement described in attached Exhibit C. This present Agreement is being entered into by the above-named parties for such purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER DESCRIBED, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

- 1. <u>Introduction is Correct</u>. The foregoing "Introduction" is true and correct, and is hereby incorporated into this Agreement by reference.
- 2. <u>Temporary Easement Rights</u>. Owner grants to the Village/Utility District the following Temporary Construction Easement and related easement rights on and over that portion of the Owner's Property described in attached Exhibit C (the "Temporary Construction Easement Area"):

- A. The right to change the slopes and grades of the Temporary Construction

 Easement Area, so that the same blend in with and conform to the slopes and
 grades of the finished Project topography.
- B. The finished slopes and grades of the Temporary Construction Easement Area shall be finish-graded by the Village/Utility District.
- C. The Temporary Construction Easement described herein shall cease to exist once the Project is constructed and installed, through final completion.
- 3. Exercise of Easement Rights by the Village/Utility District. To the extent the Village/Utility District, in its sole discretion, deems it necessary for the exercise of its easement rights granted under this Agreement, the Village/Utility District may enter the Temporary Construction Easement Area at any time(s) as the Village/Utility District and its officials, employees, consultants, contractors, and/or agents or representatives may desire, and may remove from the Temporary Construction Easement Area any structure, object, material, or any other obstructions, and/or any trees, bushes, or other vegetation, and the Village/Utility District shall not be required to restore or replace such items, except, however, the Village/Utility District shall, at its own cost and expense, finish-grade and grass-seed the disturbed portion of the Temporary Construction Easement Area as described in above Paragraph No. 2 of this Agreement.
- 4. <u>Indemnification by Village</u>. The Village shall, and hereby does, indemnify and hold harmless Owner from and against all losses, damages, liabilities, demands, causes of action, judgments, and costs and expenses (including actual reasonable attorney fees and costs of litigation), arising, directly or indirectly, out of the use of, activities on, and/or entry onto the Temporary Construction Easement Area, whether by members of the public and/or the

Village/Utility District (its officials, employees, consultants, contractors, and/or agents or representatives), except to the extent arising out of the negligent and/or intentional conduct of the Owner, and/or Owner's contractors, consultants, representatives, or agents.

- 5. Recording. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors or assigns. This Agreement shall be recorded by the Village at the Office of the Register of Deeds for Racine County, Wisconsin.
- 6. <u>Initial Condemnation Proceedings</u>. In May/June of 2018, the Village commenced eminent domain proceedings under the provisions of Section 32.05 of the Wisconsin Statutes for the acquisition of the easement rights described in this Agreement. After the Village took the initial procedural steps required under Section 32.05 for the acquisition of such easement rights, the Village/Utility District and Owner entered into negotiations regarding this transaction, all as provided for in Section 32.05. As a result of those negotiations, the Village/Utility District and Owner have agreed to the terms and provisions of this Agreement, making further eminent domain proceedings by the Village unnecessary. The Village shall, however, comply with the requirements for the certified mailing of a copy of this Agreement, as required under the provisions of Section 32.05(2a) of the Wisconsin Statutes. As also required by Section 32.05(2a) of the Wisconsin Statutes, the Village hereby gives to the Owner the information contained in attached Exhibit X.
- 7. <u>Contingency: Village Board Approval</u>. This Agreement is expressly contingent upon the Village Board for the Village of Caledonia, Wisconsin approving its terms and conditions.
- 8. Within Ten (10) Business Days (Mondays-Fridays) after (i) this Agreement is signed by all of the parties, and (ii) the Village Board of the Village of Caledonia, Wisconsin

approves this Agreement, the Village/Utility District shall pay to Owner the amount of One Hundred Seventy One Dollars (\$171.00). This payment amount is the agreed-upon valuation of the easement rights being given by the Owner to the Village/Utility District. To the extent allowed under the law, Owner hereby expressly waives any and all rights to any relocation benefits that the Owner may have otherwise been entitled to under Chapter 32 of the Wisconsin Statutes. This waiver is a part of the consideration being given by the Owner to the Village/Utility District in this transaction.

- 9. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.
- 10. <u>Entire Agreement</u>. All negotiations, promises, discussions, understandings, and agreements heretofore made or had between the parties are merged in this Agreement, and this Agreement alone fully and completely expresses the final agreements of the parties.
- 11. <u>Amendments</u>. This Agreement shall not be modified or amended except in a written document signed by the Village and the Owner, and then approved by the Village Board of the Village of Caledonia, Wisconsin.

IN WITNESS WHEREOF, the above-named parties, either personally or through their duly authorized officers, have executed this Agreement as of the date indicated above.

VILLAGE:

Village of Caledonia, and the Village of

Caledonia Utility District

OWNER:

Four Mile Road LLC

Ву:

James R. Dobbs Village President By:

Brent Stache Member

Attest:

Karie Torkilsen Village Clerk

AUTHENTICATION

John M. Bjelajac

Member: State Bar of Wisconsin

State Bar No. 1015325

This Agreement drafted by: Attorney John M. Bjelajac 601 Lake Avenue Post Office Box 38 Racine, Wisconsin 53401-0038

Phone: (262)633-9800 FAX: (262)633-1209

(Attorney for the Village of Caledonia/ Village of Caledonia Utility District)

PLAT BEFORE ACQUISITION

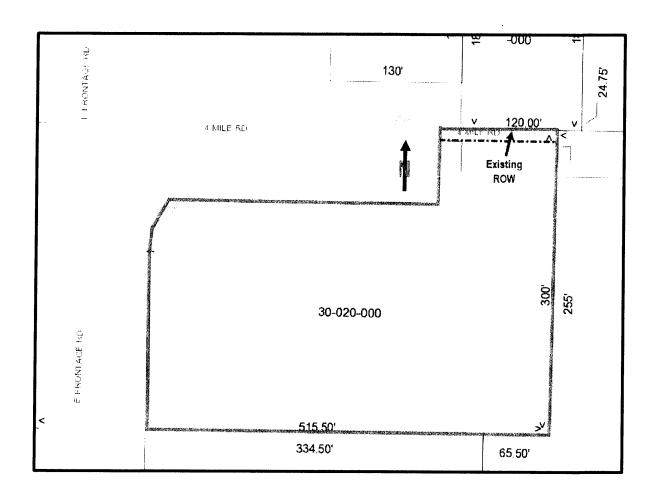
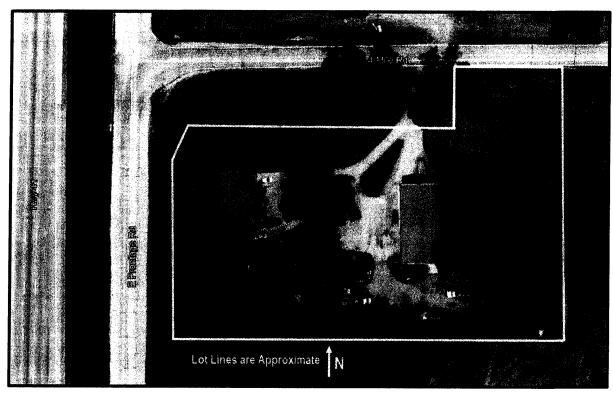


EXHIBIT A Page 2 of 4 AERIAL PHOTOGRAPH



(Excluding any existing road right-of-way)

EXHIBIT A SUBJECT ZONING MAP

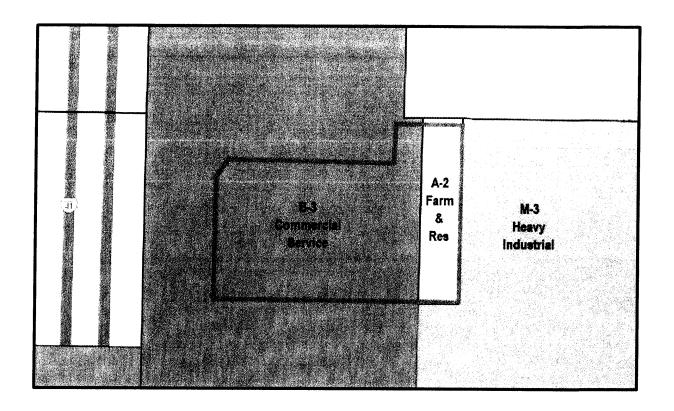


EXHIBIT A Page 4 of 4 LEGAL DESCRIPTION BEFORE ACQUISITION

That part of the Northwest fractional 1/4 of Section 30, Township 4 North, Range 22 East, bounded as follows: Begin at the Northwest corner of said Section 30; run thence North 89° 45' East 515.50 feet along the center line of the Four Mile Road; thence South 300 feet; thence South 89° 45' West 515.50 feet to the West line of said Section; thence North 300 feet to the point of beginning. EXCEPT lands conveyed to Racine County for highway purposes by Conveyance recorded in Volume 315 of Deeds, Page 495, Document No. 411194 AND EXCEPT Document No. 2283667. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

The following is for informational purposes only:

Address: 13623 4 Mile Road

Tax Key No. 104-04-22-30-020-000

Project: 18C030.04

EXHIBIT B

The Village proposes to rebuild Four Mile Road from the East I-94 Frontage Road to County Trunk Highway V (CTH V). As a part of this municipal improvement project, the Village will be extending sanitary sewer service and municipal water into this area. It is to be installed within the right-of-way of Four Mile Road and will service the parcels along Four Mile Road as well as lands to the south of Four Mile Road.

Parcel 1

Fee Taking for Public Right of Way

That part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin described as follows:

Commencing at the northwest corner of said Section 30; thence N89°16'18"E along the north line of said Section 30, 515.50 feet; thence S00°37'34"E, 24.75 feet to the south right of way of Four Mile Road also being the owner's north property line and the point of beginning; thence continuing S00°37'34"E, 20.25 feet; thence S89°16'18"W, 115.50 feet, thence N00°43'42"W, 20.25 feet; thence N89°16'18"E, 115.54 feet to the point of beginning. Containing 2,339 square feet (0.05 acres), more or less.

Also a Temporary Construction Easement 15.00 feet in width lying south of and adjacent to the above described fee taking. Containing 1,732 square feet (0.04 acres), more or less.

Owner: Four Mile Road, LLC

Tax Parcel ID No.: <u>104-042230020000</u> Physical Address: <u>13623 Four Mile Road</u>

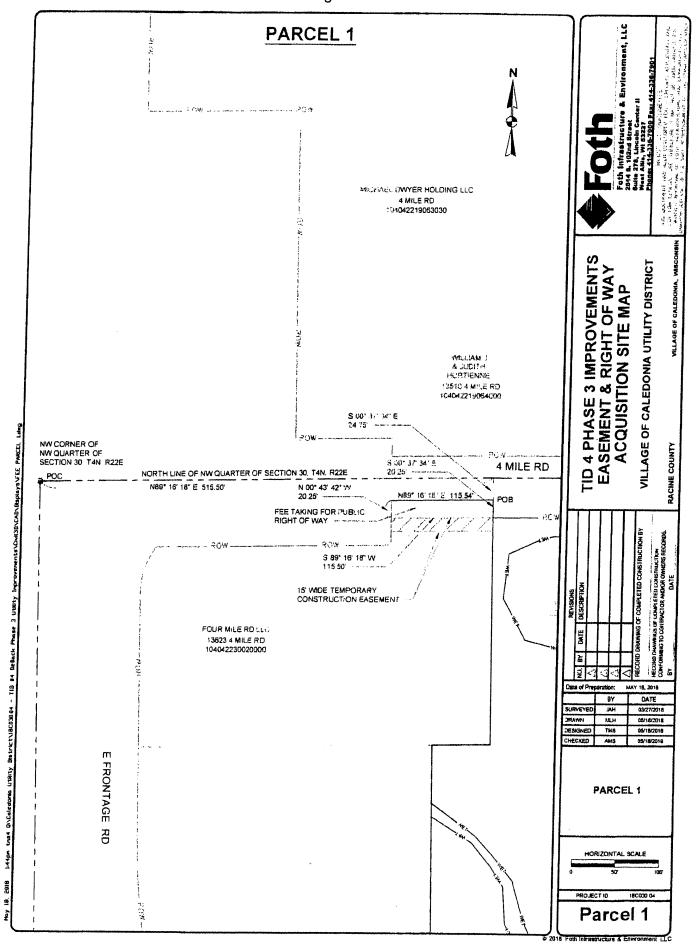


EXHIBIT X

STATUTORY NOTICE PURSUANT TO SECTION 32.05(2a) OF THE WISCONSIN STATUTES, INCLUDING THE RIGHT TO APPEAL

Pursuant to the provisions of Section 32.05(2a) of the Wisconsin Statutes, the Village of Caledonia (the "Village") hereby gives to the Owner the following information:

- a) The person(s) and/or entity(ies) having an interest of record in the Property are described in the attached Schedule B Section II of the Title Insurance Commitment (the "Commitment") issued by Landmark Title of Racine, Inc., on November 26, 2018, for the Property.
- b) The legal description for the entire Property owned by Owner is described in the Commitment.
- c) The interest being acquired by the Village is a temporary construction easement, as described in the document to which this Exhibit X is attached. The compensation paid by the Village to the Owner is a total of One Hundred Seventy One Dollars (\$171.00).
- d) The Owner has the right to appeal the amount of the compensation under Section 32.05(2a) of the Wisconsin Statutes. Any person named in this conveyance and/or attached Report having an interest in the Property may, within six (6) months after the date of the recording of this document, appeal from the amount of the compensation stated in this conveyance document, in the manner set forth in Subsections (9) to (12) of Section 32.05 and Chapters 808 and 809 for appeals from an award under Subsection (7) of Section 32.05, all being Wisconsin Statutes. For the purposes of any such appeal, the amount of compensation stated in this conveyance shall be treated as the award and the date that this conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Commitment Number: LMT-65338

SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the
public records or attaching subsequent to the effective date hereof but prior to the date the proposed
Insured acquires for value of record the estate or interest or mortgage thereon covered by this
Commitment.

NOTE: Exception 1 of Schedule B-II will be removed only if a gap endorsement is attached to this commitment and the requirements for the issuance of gap coverage as described in the endorsement are met, including the payment of the premium

- 2. Special taxes or assessments and special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
- 3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Land, whether assessed or charged before or after the Date of Policy.

The company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

NOTE: Exception 3 of Schedule B-II will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hookup fees, or other fees or charges attaching to the property; (2) evidence that the Land contains a completed building; and (3) statement showing that the Land has a water and sewer use account. If the Land is vacant, this exception will not be removed.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Contact the Company for information on the deletion of this exception.

5. Rights or claims of parties in possession not shown by the public records.

NOTE: Exception 5 of Schedule B-II will be removed only if the Company receives a Construction Work and Tenants Affidavit on a form prepared by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.

- 6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 7. Easements or claims of easements not shown by the public records.

First American Title Insurance Company

Commitment Number: LMT-65338

SCHEDULE B - SECTION II EXCEPTIONS

(Continued)

8. Any claim of adverse possession or prescriptive easement.

NOTE: Exceptions 6, 7, and 8 of Schedule B-II will be removed only if the Company receives an original survey which (i) has a current date, (ii) is satisfactory to the Company, and (iii) complies with current ALTA/NSPS Minimum Survey Standards or Wisconsin Administrative Code Chapter AE-7 together with the certification agreed on between the Wisconsin Land Title Association and the Wisconsin Society of Land Surveyors on April 1, 1974. If the survey shows matters, which affect the title to the property, Exceptions 6, 7 and 8 will be replaced by exceptions describing those matters.

- 9. General taxes for the year 2018 and subsequent years, not yet due or payable.
- 10. Possible Transmission Line Easement from Wisconsin Electric Power Company, to American Transmission Company, LLC dated December 1, 2000 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on March 26, 2001 in Volume 3142 of Records, Page 599, as Document No. 1763585. Easement Assignment as contained in document recorded on March 26, 2001, as Document No. 1763586. Easement Assignment as contained in document recorded on March 26, 2001, as Document No. 1763587. Easement Assignment as contained in document recorded March 26, 2001 as Document No. 1763589. Due to the generality of the Easement and poor copy quality, we are unable to determine the proper location.
- 11. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for street, highway or road purposes.
- 12. Caledonia Sewer and Water Utility District Assessments, if any.
- 13. Root River Storm Water Drainage District Assessments, if any.
- 14. Financing Statement executed by Four Mile Road, LLC to Prime Financial Credit Union recorded October 12, 2018 as Document No. 2505579.
- 15. Mortgage from Four Mile Road, LLC, a Wisconsin limited liability company to Educators Credit Union in the amount of \$177,650.56 dated October 24, 2018 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 30, 2018 as Document No. 2506838.

Assignment of Rents dated October 24, 2018 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 30, 2018 as Document No. 2506840.

First American Title Insurance Company

Commitment Number: LMT-65338

SCHEDULE B - SECTION II EXCEPTIONS

(Continued)

16. Mortgage from Four Mile Road, LLC, a Wisconsin limited liability company to Educators Credit Union in the amount of \$50,000.00 dated November 20, 2018 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 27, 2018 as Document No. 2508724.

Assignment of Rents dated November 20, 2018 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 27, 2018 as Document No. 2508732.

CORRECTION INS	Document # 2517282 RACINE COUNTY REGISTER OF DEEDS April 05, 2019 01:10 PM
THIS FORM IS BEING USED TO CORRECT THE FOLLOWI	1.07
TO WI. STATUTES 706.085, 706.06, 706.07, 706.09	THE CHICK PORGOAIVI
Legal Description Tax Parcel Num	
Party's Name Identity of Drafte	er TYSON FETTES RACINE COUNTY
Party's Marital Status Recording Data	a Referenced REGISTER OF DEEDS Fee Amount: \$30.00
The Date on Which the Conveyance Nature/Purpose	e of Instrument
was Executed Title of Conveya	ance Pages: 6
	nt/Authentication
Mortgagees Consent/Subordination Disclaimer by G Other - Describe:	Grantee
The undersigned states that the following document betw	
Union, as Mortgagor, and Four Mile Road, I	LLC, as Mortgagee
	recorded on RECORDING AREA
25 day of February ,2019 (year) MXXXXX	
	the Register of Deeds of Light M Rielaiac
Racine County, State of Wisconsin, coerror (if more space is needed, please attach an addendum):	PO Box 38
The document being corrected is a Partial Releas Document Number for the Mortgage referenced the	se of Mortgage. The
Four Mile Road, LLC as Mortgagee, to Educators	Credit Union as Part of
Mortgagor, securing payment of \$50,000.00, dated	d November 20, 2018, Tax Parcel No.: 404 04 02 20 20 20
and recorded in the Office of the Register of Deed	as for Racine County,
Wisconsin on October 30, 2018) contains a typog	rapnical error.
The correction is as follows:	
The correct Document Number for the re	eferenced Mortgage (executed by Four Mile Road, LLC
as Mortgagee, to Educators Credit Unio	n as Mortgagor, securing payment of \$50,000.00,
dated November 20, 2018, and recorded	I in the Office of the Register of Deeds for Racine
County, Wisconsin on October 30, 2018	s) is: Document Number 2508724.
The undersigned hereby certifies that he/she has personal know	viedge of the circumstances of this conveyance and the facts recited in this correction
instrument and further certifies that he/she sent a notice, that the the subject of this conveyance at their last known addresses.	is instrument was recorded, by first class mail to all parties to the transaction that was
Dated this <u>2nd</u> day of <u>April</u>	$\frac{1}{2019}$. $\frac{1}{1}$
	_ // /m /n . 51
•	
*	John M. Bjelajac Drafter
*	*
	AOVIONI EDONENT
AUTHENTICATION	ACKNOWLEDGMENT
Signature(s)	STATE OF <u>Wisconsin</u>))ss.
authanticated on	Racine COUNTY)
authenticated on	Personally came before me to conf. 2, 2019
*	
T	the above named Johnth Bjelaja
TITLE: MEMBER STATE DAD OF MISSONION	
TITLE: MEMBER STATE BAR OF WISCONSIN (If not,	to me known to be the person of who executed the foregoing instrument and a knowledged the same.
(If not,authorized by Wis. Stat. § 706.06)	to me known to be the person (s) Who executed the
(If not,authorized by Wis. Stat. § 706.06) THIS INSTRUMENT DRAFTED BY:	to me known to be the person (s) Who executed the
(If not,authorized by Wis. Stat. § 706.06) THIS INSTRUMENT DRAFTED BY:	to me known to be hereing to who executed the foregoing instrument and acknowledged the same. * Becky Jones
(If not,authorized by Wis. Stat. § 706.06)	to me known to be he person in who executed the foregoing instrument and acknowledged the same.

^{*}Grantor/Grantee as described in Wisconsin State Statutes 706.06 or 706.07 15/100510

DOCUMENT NO. THIS FORM IS BEING TO WI. STATUTES 706 Legal Description Party's Name Party's Marital Status The Date on Which the was Executed Property is/is Not Hor Mortgagees Consent/ Other - Describe:	ne Conveyance Nature/Purpose Title of Conveya mestead Acknowledgmen	ING ERROR PURSUANT aber er Referenced of Instrument ance nt/Authentication	We are returning your ORIGINAL document. It has been recorded electronically. The recording information is shown on the attached copy. Keep both documents with your Real Estate records.
Union, as Mortgag 25 day of February as document no. 25145 Racine	, , , , , , , , , , , , , , , , , , , ,	LLC, as Mortgagee recorded on XXXXX	RECORDING AREA NAME AND RETURN ADDRESS John M. Bjelajac PO Box 38
The document being Document Number for Four Mile Road, LLC Mortgagor, securing and recorded in the Wisconsin on Octobothe Correction is as fol	corrected is a Partial Release or the Mortgage referenced the as Mortgagee, to Educators (payment of \$50,000.00, dated Office of the Register of Deed er 30, 2018) contains a typogr llows:	nerein (executed by Credit Union as I November 20, 2018, Is for Racine County, raphical error.	Part of Tax Parcel No.: 104-04-22-30-020-000
as Mortgagee, to dated November County, Wiscons The undersigned hereby ce instrument and further certii	Educators Credit Union 20, 2018, and recorded sin on October 30, 2018) ertifies that he/she has personal knowl fies that he/she sent a notice, that this	n as Mortgagor, sec in the Office of the is: Document Nur	e (executed by Four Mile Road, LLC curing payment of \$50,000.00, Register of Deeds for Racine mber 2508724.
Dated this 2nd *	nce at their last known addresses day of April	, 2019 John M. B	mm.Bf
Signature(s)	THENTICATION		ACKNOWLEDGMENT Wisconsin)ss.
*TITLE: MEMBER ST	TATE BAR OF WISCONSIN	the above name to me known to	be the person to who executed the
(If not,authorized by Wis THIS INSTRUMENT DRA John M. Bjela- State Bar No Attorney for t Caledonia, Wis	AFTED BY: jac 1015325 the Village of	* Becky Jon Notary Public, S	nes Wisconsip W

^{*}Grantor/Grantee as described in Wisconsin State Statutes 706.06 or 706.07 15/100510

ADDENDUM A LEGAL DESCRIPTION OF THE ACQUISITION

Parcel 1

Fee Taking for Public Right of Way

That part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin described as follows:

Commencing at the northwest corner of said Section 30; thence N89°16'18"E along the north line of said Section 30, 515.50 feet; thence S00°37'34"E, 24.75 feet to the south right of way of Four Mile Road also being the owner's north property line and the point of beginning; thence continuing S00°37'34"E, 20.25 feet; thence S89°16'18"W, 115.50 feet, thence N00°43'42"W, 20.25 feet; thence N89°16'18"E, 115.54 feet to the point of beginning. Containing 2,339 square feet (0.05 acres), more or less.

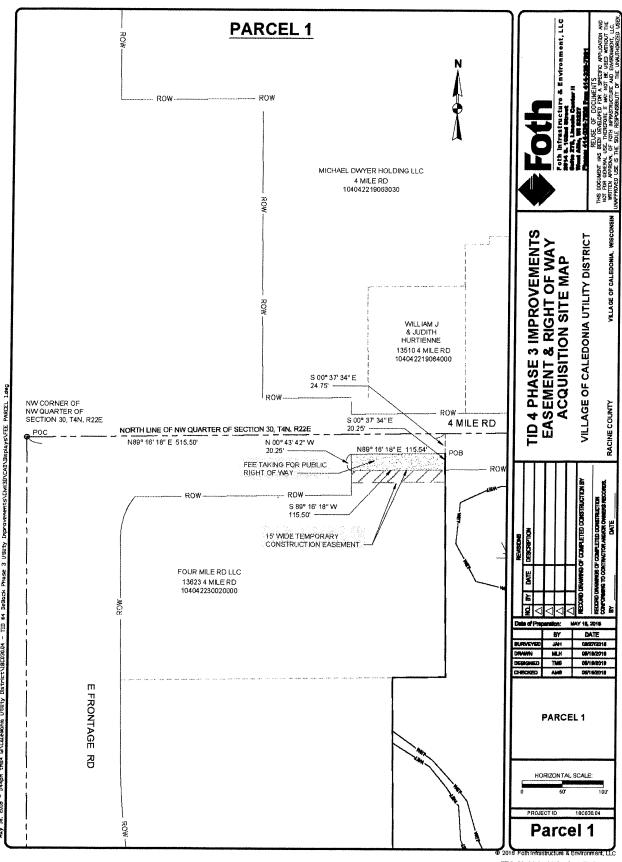
Also a Temporary Construction Easement 15.00 feet in width lying south of and adjacent to the above described fee taking. Containing 1,732 square feet (0.04 acres), more or less.

Owner: Four Mile Road, LLC

Tax Parcel ID No.: <u>104-042230020000</u> Physical Address: <u>13623 Four Mile Road</u>

Project: 18C030.04

ACQUISITION PLAT



Project: 18C030.04

EXHIBIT A TO CORRECTION INSTRUMENT Page 2 of 2

State Bar of Wisconsin Form 28-2003 PARTIAL RELEASE OF MORTGAGE

Document Number	Document N	ame		TYSON FETTES ACINE COUNTY
The undersigned certifies that 1326 Willow Road, Mt. P	Educators Credit Union, leasant, Wisconsin 53177	with offices at		GISTER OF DEEDS e Amount: \$30.00 Pages: 3
is the present owner of a Mortga Wisconsin limited liability	age executed by Four Mile Ro	ad, LLC, a		-
	with its office as described ab	oove		
to secure payment of \$ 50,000				
	inty, Wisconsin, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	the Register of Deeds	Recording Area	
and has the right to release the	same, and hereby releases from wing described real estate located, please attach addendum):	the lien of the above-	Atty. John M. Bjel Post Office Box 3 Racine, Wisconsi	ajac 30-3
the real property that is the 2. Owner's subsequent transcaledonia, for the installation from the provisions of the r 20, 2018, and recorded in the	n A for the legal description a subject of this Partial Relean nsfer of this released proper on of sanitary sewer mains, it related Assignment of Rents, ne Office of the Register of D ember 27, 2018, as Documer	se of Mortgage. ty to the Village of is also excluded , dated November reeds for Racine	Part of 104-04-22-30-0 Parcel Identification	
The undersigned retains a lien or Dated 12-11-2018 Educators Credit Union	the balance of the real estate (no	ot heretofore released) de	escribed in said Mortgag	ge.
By Michell A Wel	Mowyki (SEAL)		(SEAL)
* Printed Name: Michelle Title: Budiness Servic AUTHENTIC	A. Uciechows ICi es Coonlinator	*	KNOWLEDGMEN	SAL
Signature(s)	-	STATE OF W. SO	No. State	SALIE NOLAN of Wisconsin
authenticated on	*	Racine	COUNTY	Consin
* TITLE: MEMBER STATE BA	R OF WISCONSIN		eme on 12/1/18 lichelle Urse emes com	chausici tirasa
(If not,authorized by Wis. Stat.	§ 706.06)	to me known to be instrument and acknow	the person(s) who executed the same.	cuted the foregoing
I'HIS INSTRUMENT DRAFTEI John M. Bjelajac, State Bar	No. 1015325	* Posali e Notary Public, State of	Notan WI	
Attorney for the Village of Ca	ledonia, Wisconsin	My commission (is per		110119)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

PARTIAL RELEASE OF MORTGAGE ©2003 STATE BAR OF WISCONSIN

*Type name below signatures.

WisForms

FORM NO. 28-2003
www.wisforms.com EXHIBIT B TO
CORRECTION INSTRUMENT
Page 1 of 4

Document # 2514526
RACINE COUNTY REGISTER OF DEEDS
February 25, 2019 11:23 AM

State Bar of Wisconsin Form 28-2003 PARTIAL RELEASE OF MORTGAGE

Document Number

Document Name

We are returning your ORIGINAL document. It has been recorded electronically. the

CORRECTION INSTRUMENT Page 2 of 4

The undersigned certifies that Educators Credit Unio	on, with offices at	ne recording information is shown on t
1326 Willow Road, Mt. Pleasant, Wisconsin 531		attached copy. Keep both documents
is the present owner of a Mortgage executed by Four Mile		lattached copy. Reep both documents
Wisconsin limited liability company		with your Real Estate records.
to Educators Credit Union, with its office as described	d above	
	mber 20, 2018 ,	
recorded on October 30, 2018 , in the Offic	e of the Register of Deeds	
for Racine County, Wisconsin, XIXIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	6X) xixix ecnipax,	Recording Area
, as Document No.	2508274	Name and Return Address
and has the right to release the same, and hereby releases fi	rom the lien of the above-	Atty. John M. Bjelajac
described Mortgage the following described real estate	located in said county	Post Office Box 38
("Property") (if more space is needed, please attach addendum	n):	Racine, Wisconsin 53401-0038
1. See attached Addendum A for the legal description	on and a diagram of	Tacine, Wisconsin 53401-0038
the real property that is the subject of this Partial Re	lease of Mortgage.	
2. Owner's subsequent transfer of this released proj	perty to the Village of	Part of 104-04-22-30-020-000
Caledonia, for the installation of sanitary sewer main	is, is also excluded	Parcel Identification Number (PIN)
from the provisions of the related Assignment of Rer	nts dated November	,,
20, 2018, and recorded in the Office of the Register o	f Doods for Dooing	
County Missonsin on Newsylve 27, 2010	T Deeds for Racine	
County, Wisconsin, on November 27, 2018, as Docum	nent No. 2508732.	
The undersigned retains a lien on the belongs of the well and	(mat 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1	
The undersigned retains a lien on the balance of the real estate	(not heretotore released) de	scribed in said Mortgage.
Dated 2-11-2018		
Educators Credit Union		
2 ducators orean ornor		
By Michelle & Welchowsky (SE.	AL)	(CTAI)
Printed Name: Michalle A. Uciechows K	*	(SEAL)
Title: Business Services Coordinator		
AUTHENTICATION	ACİ	KNOWLEDGMEN PSA
	ACI	NOW LEDGMEN FOR LIFE
ignature(s)	STATE OF MISSAN	State of Wiscon
gnature(s)	STATE OF $\mathbb{W}_{\hat{i}}$ \mathfrak{X}	101/ 10/ 10/10 AV
ithenticated on	. Racine	750 /SCO
menticated on	- racine	COUNTY) $^{50}\eta_{S/\eta}$
	Personally came before	me on 12/11/18
	the above-named M	
TITLE: MEMBER STATE BAR OF WISCONSIN		
(If not,		ne person(s) who executed the foregoing
authorized by Wis. Stat. § 706.06)	instrument and acknowl	edged the same
	\mathcal{A}	eaged the same,
IIS INSTRUMENT DRAFTED BY:	7700	A. 16
hn M. Bjelajac, State Bar No. 1015325	Notary Dublic State C	Notan
torney for the Village of Caledonia, Wisconsin	Notary Public, State of	
terney is the vinage of Jaicdonia, Wisconsin	My commission (is perr	nanent) (expires:
(Signatures may be authenticated of	or acknowledged Doth ave	
NOTE: THIS IS A STANDARD FORM, ANY MODIFICA	ATION TO THIS FORM SHOU	ecessary.) LD BE CLEARLY IDENTIFIED
RTIAL RELEASE OF MORTGAGE ©2003 STATE F	BAR OF WISCONSIN	FORM NO. 28-2003
pe name below signatures. WisForms		www.wisforms.com EXHIBIT B TO

ADDENDUM A LEGAL DESCRIPTION OF THE ACQUISITION

Parcel 1

Fee Taking for Public Right of Way

That part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin described as follows:

Commencing at the northwest corner of said Section 30; thence N89°16'18"E along the north line of said Section 30, 515.50 feet; thence S00°37'34"E, 24.75 feet to the south right of way of Four Mile Road also being the owner's north property line and the point of beginning; thence continuing S00°37'34"E, 20.25 feet; thence S89°16'18"W, 115.50 feet, thence N00°43'42"W, 20.25 feet; thence N89°16'18"E, 115.54 feet to the point of beginning. Containing 2,339 square feet (0.05 acres), more or less.

Also a Temporary Construction Easement 15.00 feet in width lying south of and adjacent to the above described fee taking. Containing 1,732 square feet (0.04 acres), more or less.

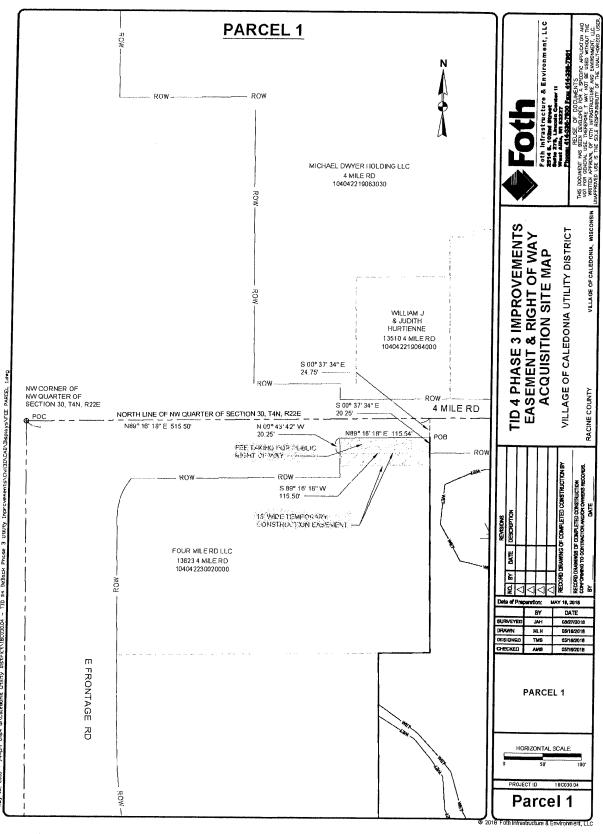
Owner: Four Mile Road, LLC

Tax Parcel ID No.: <u>104-042230020000</u> Physical Address: <u>13623</u> Four Mile Road

Project: 18C030.04

Parcel: I EXHIBIT B TO Page 1 of 2 CORRECTION INSTRUMENT Page 3 of 4

ACQUISITION PLAT



Project: 18C030.04

ADDENDUM A Page 2 of 2 Parcel: 1 EXHIBIT B TO CORRECTION INSTRUMENT Page 4 of 4

State Bar of Wisconsin Form 28-2003 PARTIAL RELEASE OF MORTGAGE

Document Number	Document	Name	TYSON FETTES RACINE COUNTY
The undersigned certifies tha 1326 Willow Road, Mt. P	t Educators Credit Union leasant, Wisconsin 5317		REGISTER OF DEEDS Fee Amount: \$30.00
is the present owner of a Mortgo Wisconsin limited liability	age executed by Four Mile R		Pages: 3
to Educators Credit Union,		above	·
to secure payment of \$ 177,65 recorded on October 30, 201	, in the Office	of the Register of Deeds	
for Racine Con	unty, Wisconsin, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		Recording Area , Name and Return Address
and has the right to release the described Mortgage the follo ("Property") (if more space is not	same, and hereby-releases-from	m the lien of the above located in said county	Atty: John M. Bjelajac Post Office Box 38 Racine, Wisconsin 53401-0038
1. See attached Addendum the real property that is the 2. Owner's subsequent tra Caledonia, for the installati from the provisions of the 2018, and recorded in the County, Wisconsin, on Oct.	e subject of this Partial Rele nsfer of this released prope on of sanitary sewer mains related Assignment of Rent Office of the Register of Dee	ease of Mortgage. erty to the Village of , is also excluded s, dated October 24, eds for Racine	Part of 104-04-22-30-020-000 Parcel Identification Number (PIN)
The undersigned retains a lien of	n the balance of the real estate (not heretofore released) de	scribed in said Mortgage.
Dated 12-11-2018 Educators Credit Union	<u> </u>		
By: Michelle U- West * Printed Name: Michelle	www.ki (SEA	·	(SEAL)
Title: Business Services AUTHENTIC	coordinator	* ACI	ROSALIE NOLAN
Signature(s)		STATE OF WISE	State of Wissensia
authenticated on		0) ss. COUNTY)
*		Personally came before the above-named	me on 12/11/18 Chr Ne Ucrechauski
TITLE: MEMBER STATE BA	R OF WISCONSIN	Eusthers Sen	
authorized by Wis. Stat.	§ 706.06)	instrument and acknow	ledged the same.
ГНІЅ INSTRUMENT DRAFTEI John M. Bjelajac, State Bar			lolan
Attorney for the Village of Ca		Notary Public, State of My commission (is per	manent) (expires: 7/16/19)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

PARTIAL RELEASE OF MORTGAGE

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FORM NO. 28-2003

Document # 2514525
RACINE COUNTY REGISTER OF DEEDS

February 25, 2019 11:22 AM

State Bar of Wisconsin Form 28-2003 PARTIAL RELEASE OF MORTGAGE

Document Number	Document	t Name	We a	e returning your ORIGINAL document.
The undersigned certifies tha 1326 Willow Road, Mt. P		n, with offices at	The	has been recorded electromically. ecording information is shown on the
is the present owner of a Mortg		Road, LLC, a		
Wisconsin limited liability		1044, 220, 4		ached copy. Keep both documents
to Educators Credit Union,		above		with your Real Estate records.
to secure payment of \$ 177,65				
recorded on October 30, 201	,	of the Register of De	- 1	Described Associated
	unty, Wisconsin, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	70000	(XX	Recording Area
	, as Document No. 2			Name and Return Address
and has the right to release the described Mortgage the following	same, and hereby releases from	om the lien of the abo	ove-	Atty. John M. Bjelajac
("Property") (if more space is no	eded please attach addendum	hocated in said coi	unty	Post Office Box 38
				Racine, Wisconsin 53401-0038
1. See attached Addendun		_	11	
the real property that is the	-	0 0		Part of 104-04-22-30-020-000
2. Owner's subsequent tra				Parcel Identification Number (PIN)
Caledonia, for the installati				raicer identification Number (FIN)
from the provisions of the			24,	
2018, and recorded in the C				
County, Wisconsin, on Oct	ober 30, 2018, as Documer	nt No. 2506840.		
The undersigned retains a lien of Dated $12-11-2018$	n the balance of the real estate	(not heretofore release	ed) des	scribed in said Mortgage.
Educators Credit Union				
By Michelle a Ulier	wuski (se	AL)		(SEAL)
* Printed Name: Michelle		*		
Title: Business Services				ROSALIE NOLAN
AUTHENTIC	CATION		ACK	NOWLEDGMENTARY Public
				State of Wisconsin
Signature(s)		STATE OF	1:50	MSIA)
		- 0) ss.
authenticated on		. Kreine	Ca	COUNTY)
		Personally came l	before	me on \2/\\/\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
*		the above-named		
TITLE: MEMBER STATE BA	AR OF WISCONSIN	Business	Servi	
(If not,			4 0	ne person(s) who executed the foregoing
authorized by Wis. Stat.	§ 706.06)	instrument and ac	knowl	edged the same.
THIS INSTRUMENT DRAFTE	DBY:	* Rosalie	A	0160
John M. Bjelajac, State Bar		* KOMA I. E. Notary Public, St		
Attorney for the Village of Ca		•		manent) (evnires: 7-/11s/10

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED. PARTIAL RELEASE OF MORTGAGE ©2003 STATE BAR OF WISCONSIN FORM NO. 28-2003

ADDENDUM A LEGAL DESCRIPTION OF THE ACQUISITION

Parcel 1

Fee Taking for Public Right of Way

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Commencing at the northwest corner of said Section 30; thence N89°16'18"E along the north line of said Section 30, 515.50 feet; thence S00°37'34"E, 24.75 feet to the south right of way of Four Mile Road also being the owner's north property line and the point of beginning; thence continuing S00°37'34"E, 20.25 feet; thence S89°16'18"W, 115.50 feet, thence N00°43'42"W, 20.25 feet; thence N89°16'18"E, 115.54 feet to the point of beginning. Containing 2,339 square feet (0.05 acres), more or less.

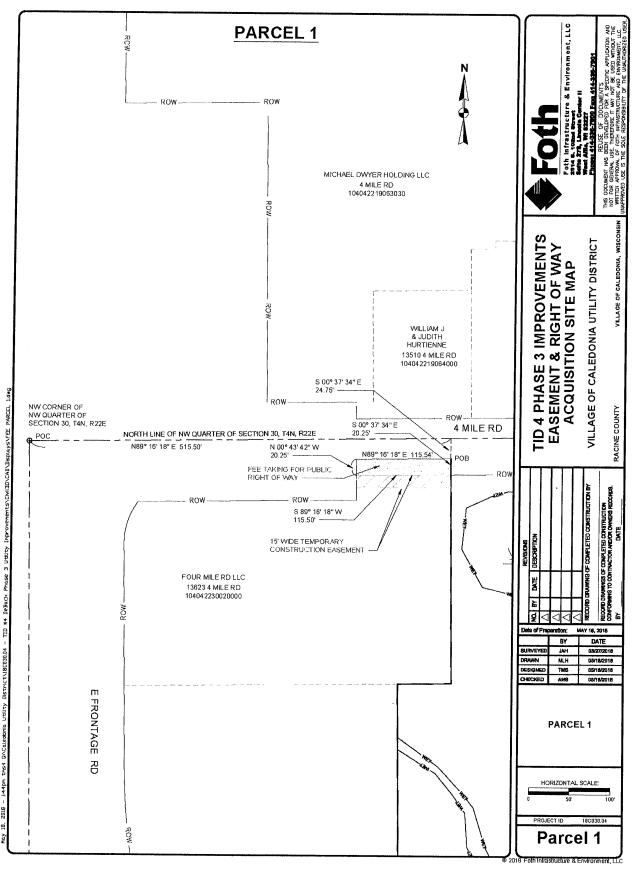
Also a Temporary Construction Easement 15.00 feet in width lying south of and adjacent to the above described fee taking. Containing 1,732 square feet (0.04 acres), more or less.

Owner: Four Mile Road, LLC

Tax Parcel ID No.: <u>104-042230020000</u> Physical Address: <u>13623 Four Mile Road</u>

Project: 18C030.04

ACQUISITION PLAT



Project: 18C030.04

Parcel: 1