

**RESOLUTION NO. 2020-47**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
STORMWATER EASEMENT AGREEMENT WITH DANIEL SZYMCZAK – 5249  
ERIE STREET**

**WHEREAS**, the Caledonia Utility District designed the Wind Dale & Wind Point West Storm Water Utility Improvements Project and the Wind Point West portion of the Project was specifically designed to replace the existing storm sewer system, provide storm inlets to drain the Right of Way, install typical road ditches to drain the area to the proposed storm sewer, provide sump collection laterals, and various other improvements within this project site.

**WHEREAS**, the Village Board adopted Resolution 2019-88 as a Relocation Order related to the above project and identified certain property interests that are necessary for the activities to properly complete the above project; and

**WHEREAS**, the Caledonia Utility District had retained the services of Southern Wisconsin Appraisal for appraisals of the 4 Stormwater Easements and 1 Temporary Construction Easements required for the project; and

**WHEREAS**, the Utility Director has discussed and negotiated with Daniel Szymczak, property owner of 5249 Erie Street, to obtain a Stormwater Easement and a Temporary Construction Easement required for the project; and

**WHEREAS**, the Owner, Daniel Szymczak has executed said Stormwater Easement Agreement.

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Stormwater Easement Agreement at their June 10, 2020 meeting.

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

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the execution of the Stormwater Easement 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 Stormwater Easement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 15<sup>th</sup> day of June, 2020.

VILLAGE OF CALEDONIA

By: James R. Dobbs  
James R Dobbs, Village President

Attest: Karie Pope  
Karie Pope, Village Clerk

Document # **2555188**  
RACINE COUNTY REGISTER OF DEEDS  
June 19, 2020 11:41 AM

*Connie C. Madsen*

CONNIE COBB MADSEN  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00

\*\*The above recording information verifies  
this document has been electronically recorded\*\*  
Returned to Bjelajac & Kallenbach  
Pages: 15

**Stormwater Easement Agreement:  
Daniel R. Szymczak**

Document Number

Name and Return Address

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

104-04-23-21-072-020  
Parcel Identification Number (PIN)

**Stormwater Easement Agreement:  
Daniel R. Szymczak**

Document Number

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

104-04-23-21-072-020  
Parcel Identification Number (PIN)

**STORMWATER EASEMENT AGREEMENT:**  
**DANIEL R. SZYMCAK**

This Stormwater Easement Agreement ("Agreement") is made the 21<sup>st</sup> day of May, 2020, by and between **DANIEL R. SZYMCAK**, residing at 5249 Erie Street Racine, Wisconsin 53402, referred to in this Agreement as "Owner" (in the singular tense, whether one or more), and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are referred to herein as appropriate, and 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 in the Letter Report of Title attached hereto as Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

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

C. 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 over the Owner's Property to and from and the Stormwater Drainage Easement Area.

D. The Stormwater Drainage Easement Area is also referred to in this Agreement as the "Utility Easement Area".

E. As used in this Agreement, the term "Drainage Facilities" shall mean the Stormwater Drainage Easement Area, the Ingress/Egress Easement, pipelines, storm sewers and any other structures or improvements that are constructed or installed upon the Utility Easement Area from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of storm water under and through the Property.

**AGREEMENT**

For Three Thousand Two Hundred Dollars (\$3,200.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Owner, the parties agree as follows:

1. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and

assigns, (i) the right to construct, install, inspect, maintain, repair, and/or replace the Drainage Facilities in the Stormwater Drainage Easement Area, and (ii) the Ingress/Egress Easement over and through the Owner's Property, for the purposes of (i) performing its easement rights 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/or (iii) for conveying storm waters through the Utility Easement Area and the Drainage Facilities, under the Owner's Property.

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

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

3. Certain Owner Requirements.

(a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation shall be planted, within the Utility Easement Area; and

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

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

5. 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.

6. 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.

7. 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.

8. 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.

9. Waiver of Right to Second Appraisal. The monies being paid to Owner, as described in the introduction portion of this Agreement, just ahead of numbered Paragraph No. 1, includes the sum of Two Thousand Dollars (\$2,000.00) that is being paid to Owner above and beyond the appraised value of this taking, as described in the written Appraisal Report obtained by the Grantees and submitted to the Owner, for the Owner's review and consideration. In consideration for this additional Two Thousand Dollar (\$2,000.00) payment, the Owner has waived its right to obtain a second appraisal for the value of this taking, as allowed under Section 32.05(2)(b) of the Wisconsin Statutes.

10. Recording. Upon the execution of this Agreement by both Owner and the Grantees, the Grantees shall record this Agreement in the Office of the Racine County Register of Deeds.

11. Statutory Procedures. Pursuant to the provisions of Section 32.05(2a) of the Wisconsin Statutes:

- a) The Letter Report of Title attached hereto as Exhibit A identifies all persons or entities (collectively, the "Recipients") that have an interest of record in the Owner's Property immediately prior to the execution of this Agreement; and
- b) The Owner warrants and represents to the Grantees that the Owner has no notice or knowledge of any additional Recipients subsequent to the search date of the said Letter Report of Title (Exhibit A); and
- c) The Grantees shall serve upon all of the Recipients, by Certified Mail, a copy of this Agreement, along with a letter advising each Recipient of the right, of that Recipient, to appeal the amount of compensation being paid to the Owner by the Grantees under this Agreement; and
- d) The said letter to each Recipient shall further advise the Recipient that they/it may, within Six (6) Months after the date of the recording of this Agreement, appeal from the amount of compensation so paid to Owner, in the manner set forth in Subsections 32.05(9) to (12) and Chapters 808 and 809 of the Wisconsin Statutes, for appeals from an award under Subsection (7) of this Section 32.05 of the Wisconsin Statutes. For the purposes of any such appeal, the amount paid to Owner under this Agreement shall be treated as the award, and the date of the recording of this Agreement shall be treated as the date of taking and the date of evaluation.

12. Indemnification by Village. 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

easement areas described in this Agreement by the Grantees (and their 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, guests, invitees, representatives, or agents.

13. Contingency: Village Board/Utility District Commission Approval. This Agreement is expressly contingent upon the Village Board for the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission, approving its terms and conditions.

14. Payment of Monies Due Owner. Within Thirty (30) Business Days (Mondays-Fridays) after (i) this Agreement is signed by all of the parties, and (ii) the above-referenced Grantees approve this Agreement, the Grantees shall pay to Owner the monies due Owner under this Agreement.

15. 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.


16. Entire Agreement. 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.

17. Amendments. This Agreement shall not be modified or amended except in a written document signed by the Grantees and the Owner, and then approved by the Village Board of the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission.

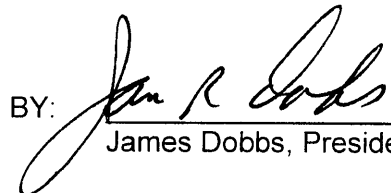
18. Use of the Temporary Limited Easement Area. As stated above, the Owner is granting to the Grantees a Temporary Limited Easement, over the area of Grantees Property described as the Temporary Easement Area, and/or the "T.L.E.", in the attached Exhibit B. The Grantees may use the Temporary Limited Easement Area in the following manner:

- a) The placement and use of construction equipment, and the storage of construction materials, thereon.
- b) The right to change the slopes and grades of the Temporary Limited Easement Area, so that the same blend in with and conform to the slopes and grades of the finished Project topography.
- c) The finished slopes and grades of the Temporary Limited Easement Area shall be finish-graded by the Grantees, and then seeded with grass seed. (The Owner shall thereafter be the responsible party for the watering and the care of the seeded area.)
- d) The Temporary Limited Easement shall cease to exist once the Stormwater Drainage Project described herein is constructed and installed, through final completion.

**OWNER:**


  
\_\_\_\_\_  
Daniel R. Szymczak

**GRANTEES:  
Village of Caledonia**

BY:   
\_\_\_\_\_  
James Dobbs, President

Attest:   
\_\_\_\_\_  
Karie Pope, Village Clerk

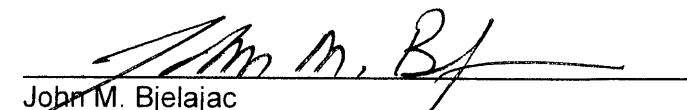
**Village of Caledonia Utility District**

BY:   
\_\_\_\_\_  
Howard Stacey, President

Attest:   
\_\_\_\_\_  
Michael Pirk, Secretary

**AUTHENTICATION**

Signature(s) of Daniel R. Szymczak; James Dobbs, Village President, and Karie Pope, Village Clerk, of the Village of Caledonia; and Howard Stacey, President, and Michael Pirk, Secretary, of the Village of Caledonia Utility District, authenticated this 18<sup>th</sup> day of June, 2020.

  
\_\_\_\_\_  
John M. Bjelajac  
Member: State Bar of Wisconsin  
State Bar No. 1015325

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





# LANDMARK TITLE OF RACINE, INC.

Title Insurance Abstracts Escrows Closing Service

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

LML-67724

March 31, 2020

## LETTER REPORT SCHEDULE A

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

## SCHEDULE B

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

A tract of land in the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 4 North, Range 23 East, bounded and described as follows: Commence at the Center 1/4 corner of said Section; thence South 00° 20' 21" East for a distance of 972.00 feet, along the West line of said 1/4 Section, to a point; thence North 88° 22' 06" East for a distance of 556.16 feet, to the point of beginning; thence North 88° 22' 06" East for a distance of 684.40 feet, to a point; thence South 00° 21' 42" East for a distance of 58.61 feet, to a point; thence South 88° 22' 09" West for a distance of 413.26 feet, to a point; thence South 00° 20' 46" East for a distance of 234.46 feet, to a point; thence South 88° 26' 07" West for a distance of 271.19 feet, to a point; thence North 00° 20' 21" West for a distance of 292.74 feet, to the point of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

The following is for informational purposes only:

Address: 5249 Erie Street

Tax Key No. 104-04-23-21-072-020

1. Mortgages, Liens, Agreements, Stipulations:
  - a.) Mortgage from Daniel R. Szymczak and Patricia L. Szymczak, husband and wife to Educators Credit Union in the amount of \$53,000.00 dated July 12, 2007 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 18, 2007 as Document No. 2140120.
  - b.) Mortgage from Daniel R. Szymczak to Educators Credit Union in the amount of \$99,999.00 dated August 2, 2016 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 10, 2016 as Document No. 2441922.
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 2018: NONE (Special Assessments - Not Examined)

Taxes for the year 2019 in the net amount \$6,680.69 are being paid on the installment plan, balance due \$3,319.00

EXHIBIT A

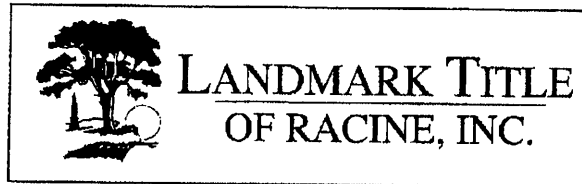
5. No Money Judgments, State Income Tax Liens, State Sales and Use Tax Warrants or Federal Tax Liens - Docketed in Racine County, against the following parties only: Daniel R. Szymczak

Dated: March 24, 2020 at 08:00 AM

LANDMARK TITLE OF RACINE, INC.

Michael P. Staech

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



## 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.



## LANDMARK TITLE OF RACINE, INC.

### 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.

## Racine County

Owner (s):  
**SZYMCZAK, DANIEL R**

Location:  
**Section, Sect. 21, T4N, R23E**

Mailing Address:  
**DANIEL R SZYMCZAK  
5249 ERIE ST  
RACINE, WI 53402-0000**

School District:  
**4620 - UNIFIED SCHOOL DISTRICT**

Request Mailing Address Change

Tax Parcel ID Number: Tax District: Status:  
**104-04-23-21-072-020 104-VILLAGE OF CALEDONIA Active**

Alternate Tax Parcel Number: Acres:  
**2.3800**

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

**PT SE1/4 COM CEN SEC S972 E556 TO POB E684 S58 W413 S234 W271 N292 TO POB  
\*\*\*\*\*DEED IN ERROR\*\*\*\*\* FROM 004042321072000 IN 93 FOR 94 ROLL \*\*TOTAL ACRES\*\*  
2.38**

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

**5249 ERIE ST RACINE, WI 53402**

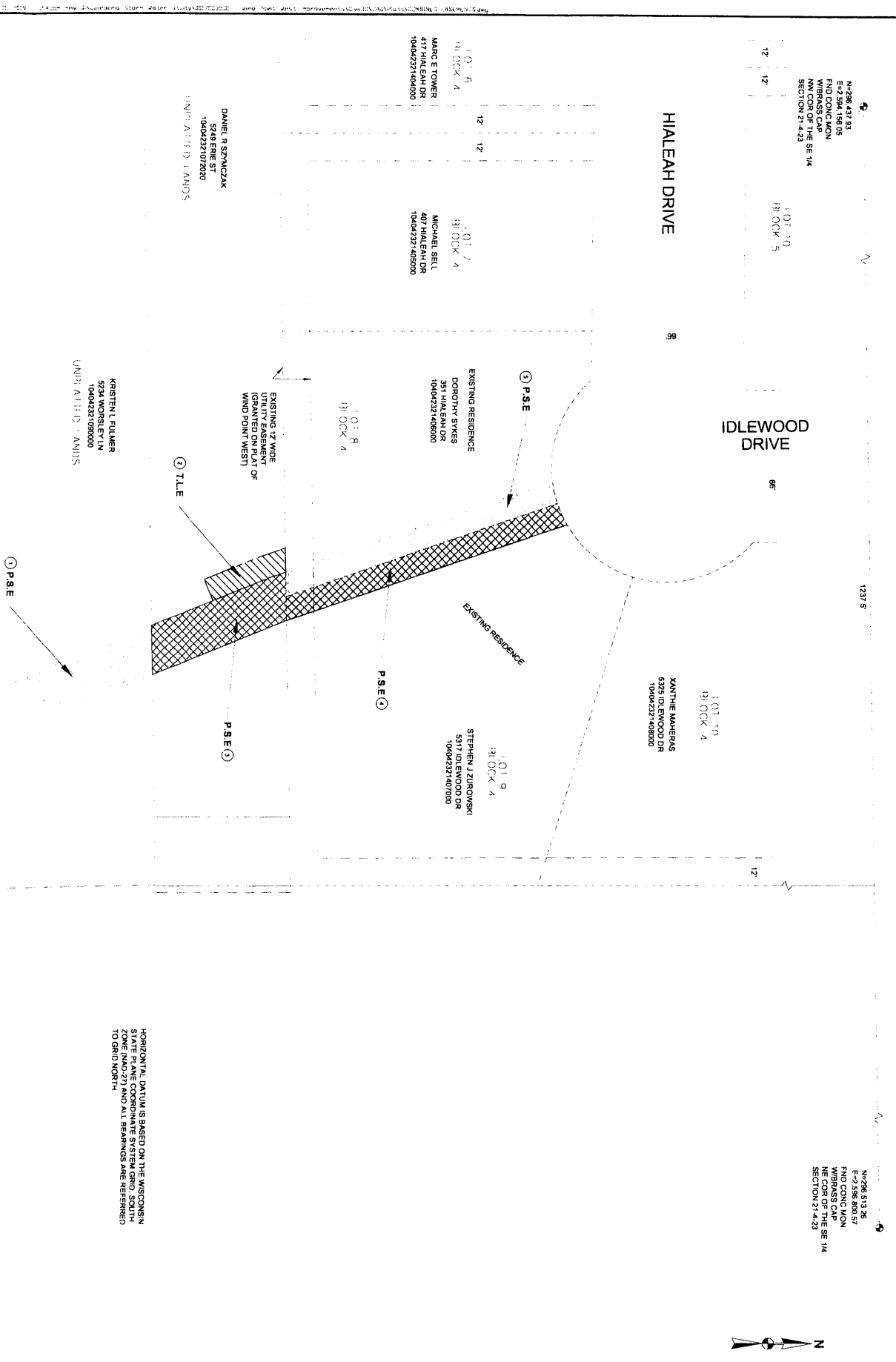
1 Lottery credit claimed effective 1/1/2014

### Tax History

\* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2019	\$6,680.69	\$3,361.69	\$3,319.00	\$0.00	\$0.00	\$3,319.00
2018	\$6,530.09	\$6,530.09	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$6,478.02	\$6,478.02	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$6,379.80	\$6,379.80	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$6,336.69	\$6,336.69	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$6,074.36	\$6,074.36	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$6,342.23	\$6,342.23	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$6,599.47	\$6,599.47	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$6,623.01	\$6,623.01	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$6,409.76	\$6,409.76	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$6,298.41	\$6,298.41	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$3,319.00</b>

Interest and penalty on delinquent taxes are calculated to **March 31, 2020.**



DANIEL B. SPANZAK  
5246 S.E. 97  
10404232102000  
UNIT A (11 D) LANDS

KRISTEN L. FULMER  
5234 WORSLEY LN  
104042321090000  
UNIT A (11 D) LANDS

101 6  
BLOCK 4  
MARC E TOWER  
417 HALEAH DR  
104042321408000

101 7  
BLOCK 4  
MICHAEL SELL  
407 HALEAH DR  
104042321405000

EXISTING RESIDENCE  
DOROTHY SWYMS  
351 HALEAH DR  
104042321408000

101 8  
BLOCK 4

101 9  
BLOCK 4  
STEPHEN J ZURAWSKI  
5317 IDLEWOOD DR  
104042321407000

101 10  
BLOCK 4  
XANTHE MAHERAS  
525 IDLEWOOD DR  
104042321408000

N-296 437 93  
E-2366 136 05  
WIBRASS CAP  
NW COR OF THE SE 1/4  
SECTION 21 4 23

N-296 419 96  
E-2366 884 07  
WIBRASS CAP  
NE COR OF THE SE 1/4  
SECTION 21 4 23

HORIZONTAL DATUM IS BASED ON THE WISCONSIN  
STATE PLANE COORDINATE SYSTEM GRID SOUTH  
ZONE (NAD 27) AND ALL BEARINGS ARE REFERRED  
TO GRID NORTH

REVISIONS	
NO.	DESCRIPTION
1	REVISED PER VILLAGE COMMENTS
2	
3	
4	
5	

NO.	DATE	DESCRIPTION
1	02/27/2019	REVISED PER VILLAGE COMMENTS
2		
3		
4		
5		

NO.	DATE	DESCRIPTION
1	02/27/2019	REVISED PER VILLAGE COMMENTS
2		
3		
4		
5		

NO.	DATE	DESCRIPTION
1	02/27/2019	REVISED PER VILLAGE COMMENTS
2		
3		
4		
5		

**WIND DALE & WIND POINT WEST  
STORM WATER UTILITY  
IMPROVEMENTS**

CALEDONIA STORM WATER  
UTILITY

RACINE COUNTY  
VILLAGE OF CALEDONIA, WISCONSIN

**Foth**  
Foth Infrastructure & Environment, LLC  
2514 S. 102nd Street  
Suite 278, Lincoln Center II  
West Allis, WI 53227  
Phone: 414-338-7800 Fax: 414-338-7801

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EXHIBIT B

N-298 437.93  
E-2294 186.05  
MID-CORNER  
WIND POINT WEST  
NW COR OF THE SE 1/4  
SECTION 21-4-23

ROBERT J DAVID  
410 HALEAH DR  
104042321427000  
P.O.C.

HALEAH DRIVE

101 6  
BLOCK 4  
MARC E TOWER  
417 HALEAH DR  
104042321404000

101 7  
BLOCK 4  
MICHAEL SEIL  
407 HALEAH DR  
104042321405900

DANIEL R SZYMCAK  
5249 ERIE ST  
104042321072000  
UNPLATTED LANDS

IDLEWOOD DRIVE

101 10  
BLOCK 4  
XANTHIE MAHERAS  
5325 IDLEWOOD DR  
104042321408800

EXISTING 5" WIDE  
DRAIN PIPE EASEMENT  
(GRANTED IN VOL. 835 PG. 485-486  
AS DOC. NO. 778222)

EXISTING RESIDENCE  
DOROTHY SWERS  
351 HALEAH DR  
104042321406900

EXISTING 12" WIDE  
DRAIN PIPE EASEMENT  
(GRANTED IN VOL. 835 PG. 485-486  
AS DOC. NO. 778222)

TEMPORARY  
LIMITED  
EASEMENT  
358 S.F. (0.01 AC.)

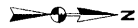
PERMANENT STORM  
SEWER EASEMENT  
1,250 S.F. (0.03 AC.)

101 9  
BLOCK 4  
STEPHEN J JURONSKI  
5317 IDLEWOOD DR  
104042321407000

NORTH LINE SE 1/4 SEC 21-4-23  
(S 88°22'06" W 2844.571')  
(1402.5 REC)

N-298 437.93  
E-2294 186.05  
MID-CORNER  
WIND POINT WEST  
NW COR OF THE SE 1/4  
SECTION 21-4-23  
P.O.C.

HORIZONTAL DATUM IS BASED ON THE WISCONSIN  
STATE PLANE COORDINATE SYSTEM (GEO. SOUTH  
ZONE (NAD 27) AND ALL BEARINGS ARE REFERRED  
TO GRID NORTH



# WIND DALE & WIND POINT WEST STORM WATER UTILITY IMPROVEMENTS

CALEDONIA STORM WATER  
UTILITY

RACINE COUNTY VILLAGE OF CALEDONIA, WISCONSIN



**Foth**  
Foth Infrastructure & Environment, LLC  
2514 S. 102nd Street  
Suite 276, Lincoln Center II  
West Allis, WI 53227  
Phone: 414-338-7800 Fax: 414-338-7801

THIS DOCUMENT HAS BEEN PROVIDED FOR A SPECIFIC PROJECT AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN APPROVAL OF FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

EXHIBIT B

REVISIONS		
NO.	DATE	DESCRIPTION
1	9/27/2019	REVISED PER VILLAGE COMMENTS
RECORD DRAWING OF COMPLETED CONSTRUCTION BY _____		
CONFORMING TO CONTRACTOR AND/OR OWNERS RECORDS		

DATE	BY	DATE	DESCRIPTION
DESIGNED	CHK	DATE	DESCRIPTION
CHECKED	APP	DATE	DESCRIPTION

STORM SEWER  
EASEMENT EXHIBIT

PROJECT ID: 1702330  
SHEET: 01 OF 1  
**SZYMCAK**

HORIZONTAL SCALE: 1"=200.00'  
VERTICAL SCALE: 1"=20.00'

2019 Foth Infrastructure & Environment, LLC



**Proposed Permanent sewer easement (Szymczak property)**

Land being a part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northeast corner of said Southeast 1/4; Thence South 88° 22' 06" West along the North line of said Southeast 1/4 a distance of 1408.21 feet to a point, said point being 1237.5 feet East of the Northwest corner of said Southeast 1/4; Thence South 00° 20' 54" East along the East line of "Wind Point West", a platted subdivision for a distance of 972.00 feet to the Southeast corner of said subdivision; Thence South 88° 22' 06" West along the South line of said subdivision a distance of 114.52 feet to the point of beginning of lands being described;

Thence South 22° 11' 47" East 62.58 feet to a point on the North property line as described in Trustee's Deed, dated December 22, 2015, recorded in the Racine County register of deeds as document no. 2424867; Thence South 88° 22' 06" West along said North property line 21.36 feet; Thence North 22° 11' 47" West 55.62 feet; Thence North 19° 03' 34" West 6.83 feet to a point on the South line of said "Wind Point West" subdivision; Thence North 88° 22' 06" East 20.96 feet to the point of beginning of lands being described.

Containing 1,250 Square feet (0.03 Ac.) of land more or less.

**Proposed Temporary Limited easement (Szymczak property)**

Land being a part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northeast corner of said Southeast 1/4; Thence South 88° 22' 06" West along the North line of said Southeast 1/4 a distance of 1408.21 feet to a point, said point being 1237.5 feet East of the Northwest corner of said Southeast 1/4; Thence South 00° 20' 54" East along the East line of "Wind Point West", a platted subdivision for a distance of 972.00 feet to the Southeast corner of said subdivision; Thence South 88° 22' 06" West along the South line of said subdivision a distance of 135.48 feet to the point of beginning of lands being described;

Thence South 19° 03' 34" East 6.83 feet; Thence South 22° 11' 47" East 27.12 feet; Thence South 67° 48' 13" West 10.00 feet; Thence North 22° 11' 47" West 27.39 feet; Thence North 19° 03' 34" West 10.24 feet to the South line of said "Wind Point West" subdivision; Thence North 88° 22' 06" East along said South line 10.48 feet to the point of beginning of lands being described.

Containing 358 Square feet (0.01 Ac.) of land more or less.

Date: 8/21/2019

Revised: 9/27/2019

Andrew Miazga (S-2826)

Address: 5249 Erie Street

Tax Key No. 104-04-23-21-072-020