



VILLAGE OF CALEDONIA UTILITY DISTRICT MEETING AGENDA

Wednesday, December 3, 2025 – 6:00 p.m.

Caledonia Village Hall – 5043 Chester Lane

Caledonia, WI 53402

- 1. Meeting Called to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
 - a. Utility District Regular Meeting – November 5, 2025
- 4. Citizen Comments**
- 5. Communications and Announcements**
 - a. Racine Waterworks Commission Agenda & Minutes
 - b. Racine Wastewater Commission Agenda & Minutes
 - c. Michael Pittsley – 8034 Dunkelow Road – Sewer Smell Complaint
- 6. Approval of O&M Bills**
 - a. O&M Bills related to the Sewer, Water & Storm Water Utility District
- 7. Project Updates**
 - a. Current Contracts
 - b. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade
 - c. Annual Televising Program – Sanitary Sewer
 - d. Central Lift Station Safety Site & Attenuation Basin
 - e. TID #4 Elevated Storage Tank & Adams Road Watermain
 - f. Western Village / Sundance Heights Watermain Replacement
 - g. 4 Mile Road Water Main & Sewer Relay – Wind Point
 - h. Hoods Creek – Aldebaran Brushing Project
 - i. Turtle Creek Restoration
 - j. 4 Mile Road Tile (Club View Subdivision to Erie Street)
- 8. Action Items**
 - a. Authorization of Signatures – Drainage Easement – Linda J. Cayemberg
 - b. Authorization of Signatures – Drainage Easement – David A. Jr. & Heather A. Cottrell
 - c. Authorization of Signatures – Drainage Easement – Brent & Jennifer Marciniak
 - d. Authorization of Signatures – Drainage Easement – Margaret B. Garman
 - e. Authorization of Signatures – Drainage Easement – Daniel L. & Ann M. Wachs
 - f. Authorization of Signatures – Drainage Easement – Allan M Kunda & Lynn L. Kunda 2007 Revocable Trust
 - g. Racine Water Wholesale Meter Upgrade & Wholesale Water Service Agreement Amendment
 - h. Authorization of Signatures – Storm Water Pond Easement – Franksville Storage LLC
 - i. January Caledonia Utility District Commission Meeting
- 9. Adjournment**

**Village of Caledonia Utility District Meeting
November 5, 2025**

1 – Order

President Stacey called the Village of Caledonia Utility District meeting to order at 6:00 pm.

2 – Roll Call

PRESENT: 4 – President Howard Stacey, Commissioners Dave Ruffalo, Kathleen Trentadue, and Ron Bocciardi

EXCUSSED: Trustee Lee Wishau

ABSENT: None

STAFF: Public Services Director Anthony A. Bunkelman P.E.

3 – Approval of Minutes October 1, 2025

A motion was made by Commissioner Bocciardi to approve the Utility District's minutes from October 1, 2025, seconded by Commissioner Trentadue. **Motion carried 4-0.**

4 – Citizen Comments

None

5 – Communications & Announcements

a. Racine Waterworks Commission Agenda & Minutes

The Commission looked over the minutes from the September 22nd meeting and the agenda from the October 15th meeting of the Racine Waterworks Commission.

b. Racine Wastewater Commission Agenda & Minutes

The Commission looked over the minutes from the September 22nd meeting and the agenda from the October 15th meeting of the Racine Wastewater Commission.

6 – Approval of O&M Bills

a. Commissioner Trentadue moved to approve the Sewer Utility Invoices in the amount of \$100,624.57 from the October 31st invoice list. Seconded by Commissioner Ruffalo. **Motion carried 4-0.**

b. Commissioner Ruffalo moved to approve the Water Utility Invoices in the amount of \$82,124.37 from the October 31st invoice list. Seconded by Commissioner Trentadue. **Motion carried 4-0.**

c. Commissioner Ruffalo moved to approve the Storm Water Utility Invoices in the amount of \$26,248.82 from the October 31st invoice list. Seconded by Commissioner Trentadue. **Motion carried 4-0.**

7 – Project Updates

a. Current Contracts

Director Bunkelman provided the status of the Sundance Heights Watermain Replacement project contract and the Adams Road Tower & Watermain contract.

b. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade

Awaiting revisions to comments and flow data provided.

c. Annual Televising Program – Sanitary Sewer

Sewer Cleaning winding down. Putting together exhibit for second round of televising.

d. Central Lift Station Safety Site & Attenuation Basin

Plans have been submitted to the DNR for review. DNR approved the plans on October 21. Intent to Apply for Clean Water Fund Loan has been submitted. Working on updating the cost estimate and reviewing the various components to ensure BABA compliance is met.

e. TID #4 Elevated Storage Tank & Adams Road Watermain

Welding the tank continues. Asphalt patching and driveways have been completed. Reached out to Stark for mill and fill on Admas Road but have not received a response yet.

f. Western Village / Sundance Heights Watermain

Will be working with Highway Department on walkway culverts and paving. Awaiting corrective Change Order and Final Pay Request.

g. 4 Mile Road Water Main and Sewer Relay – Wind Point

Awaiting updated plans from R.A. Smith. Have been providing information as necessary to We Energies as they are currently replacing the natural gas line.

h. Hoods Creek – Aldebaran Brushing Project

Contractor to pull out minor blockages when the ground is dry.

i. Turtle Creek Restoration

All appraisals have been received. Signed all OCR's. All easements have been drafted and provided to Southern Wisconsin Appraisal. SWA has been meeting with owners and providing documents to them. 3 easements have been returned to the Village.

j. 4 Mile Road Tile (Club View Subdivision to Erie Street)

Coordinating on televising some additional areas of the tile.

8 – Action Items

a. Subdivision System Acceptance – Homestead Acres

Director Bunkelman stated that Homestead Acres has been installed, inspected and asbulted according to the Plan, Specifications, and Developers Agreement.

Commissioner Trentadue moved to accept the Subdivision System for Homestead Acres and forward to the Village Board. Seconded by Commissioner Bocciardi.

Motion carried 4-0.

b. Storm Water Management Plan & Engineering Improvement Plan – Thomas Farms – Conditional Approval

Aaron Koch from Pinnacle Engineering was present for this item. Director Bunkelman provided a summary of the storm water management plan and the engineering improvement plan to the Commission.

Commissioner Trentadue moved to approve the Storm Water Management Plan and the Engineering Improvement Plan for Thomas Farms subject to the 7 conditions in the Public Services Director's memo. Seconded by Commissioner Bocciardi.
Motion carried 4-0.

c. Storm Water Management Plan & Construction Plan – Franksville Storage – Conditional Approval

Director Bunkelman provided a summary of the storm water management plan and the construction plan to the Commission.

Commissioner Bocciardi moved to approve the Storm Water Management Plan and Construction Plan for Franksville Storage (at the Southwest corner of Storage Drive and Quick Drive) subject to the 5 conditions in the Public Services Director's memo. Seconded by Commission Ruffalo. **Motion carried 4-0.**

d. Drain Tile Reroute Plan – Payne & Dolan Racine Quarry – Conditional Approval

Director Bunkelman provided a summary of the drain tile reroute plan proposed by Payne & Dolan to the Commission.

Commissioner Trentadue moved to approve the Racine Quarry Drainage Tile Reroute Plan for Payne & Dolan Inc. subject to the 7 conditions in the Public Services Director's memo. Seconded by Commission Bocciardi. **Motion carried 4-0.**

e. Drainage Easement modification – 7323 & 7331 Lamberton Road – Timothy Fitzsimmons

Director Bunkelman provided a summary of the request from Mr. Fitzsimmons to the Commission.

Commissioner Trentadue moved to review and modify the rear yard drainage easements for 7323 Lamberton Road and 7331 Lamberton Road upon execution of a Reimbursement Agreement by the Owner. Seconded by Commissioner Bocciardi.
Motion carried 4-0.

f. Authorization of Signatures – Drainage Easement – Edward J. Matichek Family Trust dated 4/25, 2006

Commissioner Bocciardi moved to authorize the President and Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement with the Edward J. Matichek Family Trust dated 4/25, 2006 for the Turtle Creek Restoration Project. Seconded by Commissioner Trentadue. **Motion carried 4-0.**

g. Authorization of Signatures – Drainage Easement – Driftwood Living Trust dated July 17, 2015

Commissioner Bocciardi moved to authorize the President and Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement with the Driftwood Living Trust dated July 17, 2015 for the Turtle Creek Restoration Project. Seconded by Commissioner Ruffalo. **Motion carried 4-0.**

h. Authorization of Signatures – Drainage Easement – Marcia K. Hayek Revocable Trust

Commissioner Bocciardi moved to authorize the President and Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement with the Marcia K. Hayek Revocable Trust for the Turtle Creek Restoration Project. Seconded by Commissioner Trentadue. **Motion carried 4-0.**

i. Review Draft Point of Sale Ordinance

Director Bunkelman stated that he had put together estimates for what the private side of the sanitary sewer lateral may cost to replace based on the setbacks of the home from the Right of Way.

Commissioner Bocciardi moved to forward the Point-of-Sale Ordinance along with the sanitary lateral estimates to the Committee of the Whole for review. Seconded by Commissioner Trentadue. **Motion carried 4-0.**

9 – Adjournment

Upon a motion by Commissioner Bocciardi and seconded by Commissioner Trentadue, the Commission moved to adjourn the regular meeting at 7:02 pm. **Motion carried 4-0.**

Respectively submitted,
Anthony A. Bunkelman P.E.



City of Racine

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

Meeting Minutes - Draft

Waterworks Commission

Wednesday, October 15, 2025

6:00 PM

City Hall, Room 303

The meeting was called to order by Commission President Jorgenson at 6:00 p.m.

Let the record show that with Commissioner Mason present, Commissioner Sullivan was in attendance in a non-voting capacity.

PRESENT: 8 - John Tate II, Natalia Taft, Cory Mason, Jens Jorgensen, Jim Sullivan, Marlo Harmon, Nick Barootian and Rosalind Thomas

[1054-25](#)

Subject: Approval of Minutes for the September 22, 2025, Waterworks Commission Meeting

Staff Recommendation: To Approve

Fiscal Note: N/A

A motion was made by Thomas, seconded by Tate II, that this file be Approved.

[1055-25](#)

Subject: Consideration of Change Order No. 3 on Contract W-25-3, Water Main Replacement - Phase 2, Reesman's Excavating & Grading (contractor)

Staff Recommendation: To Approve

Fiscal Note: Contract change results in an increase of \$22,688.95, bringing the total contract amount to \$1,288,297.20.

A motion was made by Harmon, seconded by Taft, that this file be Approved.

[1057-25](#)

Subject: Communication from Utility Director Regarding PSC Rate Case Submission Update

Staff Recommendation: To Receive and File

Fiscal Note: N/A

The Utility Director provided an update on the upcoming PSC Rate Case submission necessitated by the increase in the CIP budget, noting that the Utility had been in

communication with Trilogy, LLC. The firm's representatives are slated to come and present on the topic at next month's Commission meeting.

A motion was made by Mayor Mason, seconded by President Thomas, that this file be Received and Filed.

[1058-25](#)

Subject: Communication from Utility Personnel Regarding Lead and Copper Compliance

Staff Recommendation: To Receive and File

Fiscal Note: N/A

Utility Superintendent, Joel Brunner, and Utility Lab Chemist, Amy Salinas, were in attendance to present information on the current water sampling processes and the corrosion control treatment process using ortho-phosphate to help reduce the amount of lead detected in the water supply. They also touched upon upcoming state and federal regulation changes and the effects on Utility compliance processes.

A motion was made by Taft, seconded by Mason, that this file be Received and Filed.

Adjournment

There being no further business to address, the meeting was adjourned at 6:52 p.m.



City of Racine

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

Meeting Agenda Waterworks Commission

Wednesday, November 19, 2025

6:00 PM

City Hall, Room 303

ROLL CALL

[1205-25](#)

Subject: Approval of Minutes for the October 15, 2025, Waterworks Commission Meeting

Staff Recommendation: To Approve

Fiscal Note: N/A

Attachments:

[20251015 Waterworks Minutes](#)

[1208-25](#)

Subject: Consideration of Trilogy LLC's Proposal for the PSC Rate Application Process

Staff Recommendation: To Approve

Fiscal Note: Cost of proposal is \$30,810.00.

Attachments:

[Racine Water Rate Study Proposal-2025](#)

[1213-25](#)

Subject: Consideration of Racine Water Utility's Draft Water Supply Plan

Staff Recommendation: To Approve after allowing for Public Comment

Fiscal Note: N/A

Attachments:

[RWU-Water Supply Service Area Plan Draft 20251002](#)

[1206-25](#)

Subject: Consideration of Change Order No. 3 on Contract W-25-4, 2025 Lead Service Replacement Project, Miller Pipeline (contractor)

Staff Recommendation: To Approve

Fiscal Note: Contract change results in a net increase of \$15,547.44, bringing the total contract amount to \$3,153,841.97.

Attachments:

[W-25-4 CO #3 Ltr to Commsrs](#)

[1207-25](#)

Subject: Consideration of Change Order No. 2 on Contract W-23-6, Water Treatment Filter Rehab Project, Lee Mechanical (contractor)

Staff Recommendation: To Approve

Fiscal Note: Contract change results in a net increase of \$45,633.00, bringing the contract total to \$17,087,223.00.

Attachments:

[W-23-6 CO #2 Ltr to Commsrs](#)

[1209-25](#)

Subject: Request for Reduction in Retainage on Contract W-25-4, 2025 Lead Service Replacements, Miller Pipeline (contractor)

Staff Recommendation: To Approve

Fiscal Note: Reducing retainage amount down to \$10,000.00; keeping contract open for additional work on private LSL replacements.

Adjournment

If you are disabled and have accessibility needs or need information interpreted for you, please contact the Water Utility Administration Office at 262.636.9181, at least 48 hours prior to this meeting.

A meeting link is available by request, and with approval from the Commission President, to participate in the meeting virtually. Please send inquiries to jaclyn.bosanec@cityofracine.org.



City of Racine

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

Meeting Minutes - Draft

Wastewater Commission

Wednesday, October 15, 2025

5:30 PM

City Hall, Room 303

Let the record show that Commissioner Sullivan was voting in the capacity of the City of Racine alternate.

ROLL CALL

PRESENT: 11 - Natalia Taft, John Tate II, Cory Mason, Anthony Bunkelman, Jens Jorgensen, Jim Sullivan, Nancy Washburn, Marlo Harmon, Nick Barootian, Rosalind Thomas and Jack Feiner

EXCUSED: 3 - Claude Lois, Kevin Salb and Tony Beyer

[1046-25](#)

Subject: Approval of Minutes for the September 22, 2025, Wastewater Commission Meeting

Staff Recommendation: To Approve

Fiscal Note: N/A

A motion was made by Tate II, seconded by Thomas, that this file be Approved.

[1047-25](#)

Subject: Annual Update Regarding City of Racine Peak Flow Mitigation Plan

Staff Recommendation: To Defer Until the November Commission Meeting

Fiscal Note: N/A

A motion was made by Mason, seconded by Harmon, that this file be Deferred until the November Commission Meeting.

[1048-25](#)

Subject: Consideration of Memorandum of Understanding with Rise Reforming, Inc.

Staff Recommendation: To Approve

Fiscal Note: N/A

The Utility Director presented information on Rise Reforming, Inc., a regional company who has developed a pilot system for alternate utilization of biogas that would essentially clean the biogas to produce bio-propane gas. This could potentially serve as alternative renewable energy (RNG) outfall to help achieve sustainability goals for the Treatment Plant. The MOU is non-obligatory as far as installing or purchasing anything at this point, and allows for Rise Reforming, Inc. to assist with the start-up in securing funding to scale a pilot in the 3rd quarter of 2027. Discussion ensued amongst the Commissioners regarding the possibility of utilizing this as revenue generation in the future, with most viewing the project as a favorable project to pursue.

A motion was made by Mason, seconded by Sullivan, that this file be Approved.

[1049-25](#)

Subject: Consideration of Bid Opening Results for Contract 2025-WW-STR-01, 2025 Roof Replacements

Staff Recommendation: To Approve Results and Award Bid to the Lowest Responsible Bidder

Fiscal Note: \$423,000 from \$500,000 CIP across 2025 and 2026

The Utility Director submitted bid results on Contract 2025-WW-STR-01, 2025 Roof Replacements, in the amount of \$423,000.00, and recommended approval to the lowest responsible bidder, that being Robert's Restorations. Concerns arose amongst Commissioners related to whether the lowest bidder was experienced in projects involving the specialized terra cotta roof style. Wastewater Executive Director Tillis, who was present at the meeting virtually, spoke to these concerns assuring the Commissioners that the Roofing Consultant, IRS, had properly vetted the contractor with the lowest responsible bid, and was recommending that the bid be awarded accordingly.

A motion was made by Jorgensen, seconded by Harmon, that this file be Approved.

[1050-25](#)

Subject: Consideration of Change Order No. 3 Contract B-22 - UV Upgrade, Lee Mechanical (contractor)

Staff Recommendation: To Approve

Fiscal Note: No Cost Change Order

The Utility Director presented a no-cost change order that will extend the contract duration to incorporate schedule delays associated with unforeseen underground and structural conflicts. The contract duration is now extended from 821 calendar days to final payment, to 1172 calendar days to final payment. The new date of contractual substantial completion is estimated to be 6/10/26, and the new date of contractual final payment is 7/16/26.

A motion was made by Jorgensen, seconded by Thomas, that this file be Approved.

[1051-25](#)

Subject: Consideration of Professional Services Agreement with Donohue for Design Services for Lift Station #10 Upgrade

Staff Recommendation: To Approve Tasks 1-3 with task 4 contingent on construction bid acceptance.

Fiscal Note: \$194,170 from CIP.

The Utility Director presented a proposal from Donohue to provide engineering services associated with the upgrade of aging infrastructure at lift station #10. The proposal would include design, project management, bid, and construction services. The project would be slated for completion in the 2nd quarter of 2027.

A motion was made by Washburn, seconded by Bunkelman, that this file be Approved.

Adjournment

There being no further business to address, the meeting was adjourned at 5:50 p.m.



City of Racine

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

Meeting Agenda Wastewater Commission

Wednesday, November 19, 2025

5:30 PM

City Hall, Room 303

ROLL CALL

[1169-25](#)

Subject: Approval of Minutes for the October 15, 2025, Wastewater Commission Meeting

Staff Recommendation: To Approve

Fiscal Note: N/A

Attachments:

[20251015 WW Minutes](#)

[1185-25](#)

Subject: Communication from Utility Staff Regarding Participation in a Study with The Water Research Foundation

Staff Recommendation: To Receive and File

Fiscal Note: N/A

Attachments:

[WRF Project Briefing](#)

[1203-25](#)

Subject: Submittal of Pretreatment Rates for 2026

Staff Recommendation: To Approve

Fiscal Note: N/A

Attachments:

[2026 Pretreatment Rates 20251117](#)

[1047-25](#)

Subject: Annual Update Regarding City of Racine Peak Flow Mitigation Plan

Staff Recommendation: To Receive and File

Recommendation of the Wastewater Commission on 10/15/25: To Defer Until the November Commission Meeting

Fiscal Note: N/A

[1182-25](#)

Subject: Annual Update Regarding Village of Caledonia Sanitary Sewer Capacity Peak Flow Mitigation Plan

Staff Recommendation: To Receive and File

Fiscal Note: N/A

Attachments:

[Caledonia Mitigation Plan 11062025](#)

[1184-25](#)

Subject: Request by the Village of Caledonia for a Sanitary Sewer Extension for Thomas Farm Development Project

Staff Recommendation: To Approve

Fiscal Note: N/A

Attachments:

[Caledonia SSER Thomas Farm Development](#)

[Caledonia SSER Worksheet Thomas Farm Developmt](#)

[0828-25](#)

Subject: Reconsideration of Item 0718-25; Communication from Utility Director Regarding Revenue Sharing Calculations 2026

Staff Recommendation: To Defer this Item

Fiscal Note: N/A

[1172-25](#)

Subject: Communication from Utility Director Regarding Update on Sewer Agreement Material Change Negotiations

Staff Recommendation: To Approve Curative Action Extension up to 6 months

Fiscal Note: N/A

[1186-25](#)

Subject: Consideration of Amendment No. 1 of Master Services Agreement with Strand Associates

Staff Recommendation: To Approve

Fiscal Note: N/A

Attachments:

[Strand Master Services Agreement](#)

[1187-25](#)

Subject: Consideration of Professional Services Agreement with TY Lin

for Energy Roadmap Study

Staff Recommendation: To Approve

Fiscal Note: Lump sum of \$250,000 from professional services over 2026 and 2027.

Attachments: [TYLin Energy Roadmap Study](#)

Adjournment

If you are disabled and have accessibility needs or need information interpreted for you, please contact the Wastewater Utility Administration Office at 262.636.9181, at least 48 hours prior to this meeting.

A meeting link is available by request, and with approval from the Commission President, to participate in the meeting virtually. Please send inquiries to jaclyn.bosanec@cityofracine.org.

Tony Bunkelman

From: Michael Pittsley <mjpittsley@gmail.com>
Sent: Friday, November 21, 2025 4:34 PM
To: hs064@yahoo.com; rufoak1720@gmail.com; K Trentadue;
ron.bocciardi@serenopartners.com; Lee Wishau; Tony Bunkelman
Subject: Dunkelow Rd Sewer Odor Complaint

Dear Caledonia Utility District Commission,

My name is Michael Pittsley, and I live at 8034 Dunkelow Rd. I have lived here since May 2019 (for context), and over the past two years, we have been dealing with an almost constant sewer smell that is similar to rotten eggs. I was originally concerned it was a gas leak, but WeEngeries came out to my property and confirmed the smell was coming from the sewer lines.

Approximately a year ago (maybe longer), I contacted Tony Bunkelman about the smell. Two Caledonia employees came out to my house, confirmed the smell around my property, and also confirmed that they could smell the odor inside my house. At that time, they notified me that the new commercial business, ProBio RE LLC / CSL (located at 4011 Nicholson Rd), is a probiotic manufacturer that dumps its excess waste into the sewer, therefore creating the rotten egg odor. The plan was to flush the sewer lines to confirm the smell was from them. A few months later, this sewer flush was completed and the odor was gone for a few weeks. After those short few weeks, the smell returned and has been a constant nuisance at my house. Additionally, we can smell the odor inside my house 1-2 days a week. I then contacted Tony Bunkelman several more times regarding the return of the odor. His advice to me was to document when I smell the odor, call him, and then he would contact the company to flush their system. Tony answered my first or second call, informing him of the odor; however, he stopped returning my calls shortly after. To be fair to Tony, I have not called him in months, but that is because I felt my voicemails were pointless as I was not receiving any calls back.

This is obviously a huge issue for my family and my neighbors. I have spoken to multiple neighbors to the east and west of my house, and they have confirmed the same odor. We should not have to live with this odor due to a newly constructed commercial business in the area and their free rein of dumping whatever substances they want through our sewer system. My other concern is, of course, the vapors that my family is now forced to live with. My prayer is that the vapors are non-toxic, but obviously, I have no means of knowing exactly what the effect of these vapors will be for my family long-term. If you drive past the pump station on Dunelow (just east of the train bridge), you can often smell these vapors from over a block away. It should also be noted that this pump station is located next to the Newport residential subdivision and planned condos, which are currently being phased in. As that location continues to grow, I only see this becoming a larger concern due to the amount of money being invested in this area.

My hope is that we can work with this business to figure out a solution. My opinion is that they need to start substantially diluting their waste to remove the odor and/or vapor concerns. Or they should be required to have some kind of internal septic system removal procedure so that they are not forcing that waste through our sewer system, forcing people "down the line" to deal with it because it's easier for them.

Additionally, I also work for local government so I understand the constant challenges that you all have to deal with. I am not trying to be overbearing or expect a change overnight; however, this issue needs to be addressed and work needs to be done to improve it.

I want to thank you for your time and look forward to hearing your response. Feel free to call me directly if you have any further questions. I'd be happy to come speak at a village meeting as well.

Very respectfully,
Michael Pittsley
(414)698-6630

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ACH - WE ENERGIES							
Water Utility Fund	380	ACH - WE ENERGIES	5689609289	GAS & ELECTRIC 09/27/25-10/2	10/30/2025	584.69	500-00-64140 Utilities
Sewer Utility Fund	380	ACH - WE ENERGIES	5689609289	GAS & ELECTRIC 09/27/25-10/2	10/30/2025	7,283.31	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	5689609289	GAS & ELECTRIC 09/27/25-10/2	10/30/2025	197.92	502-00-64140 Utilities
Total ACH - WE ENERGIES:						8,065.92	
AMERICAN WATER WORKS							
Water Utility Fund	80	AMERICAN WATER WORKS	SO269250	AWWA MEMBERSHIP RENEWAL	10/24/2025	260.00	500-00-51320 Memberships/Dues
Total AMERICAN WATER WORKS:						260.00	
BADGER METER INC.							
Water Utility Fund	163	BADGER METER INC.	80216493	OCT-25; BEACON MBL HOSTIN	10/30/2025	376.30	500-00-64300 IT Maintenance & Subscriptions
Total BADGER METER INC.:						376.30	
BUY RIGHT, INC.							
Water Utility Fund	273	BUY RIGHT, INC.	14873-482341	DIESEL EXHAUST FLUID & GAS	11/18/2025	103.15	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-482341	DIESEL EXHAUST FLUID & GAS	11/18/2025	103.15	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	273	BUY RIGHT, INC.	14873-482385	MINI LAMP	11/18/2025	2.20	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-482385	MINI LAMP	11/18/2025	2.20	501-00-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						210.70	
CATHODIC PROTECTION MANAGEMENT, INC.							
Sewer Utility Fund	297	CATHODIC PROTECTION MANA	10969	PROVIDE A CATHODIC PROTEC	11/24/2025	24,300.00	501-00-64250 Equipment Repairs & Maintenanc
Total CATHODIC PROTECTION MANAGEMENT, INC.:						24,300.00	
CAYEMBERG, LINDA							
Storm Water Utility Fund	2737	CAYEMBERG, LINDA	104-04-23-17-6	PARCEL 5 TURTLE CREEK RES	11/11/2025	3,600.00	502-00-65155 Turtle Creek Restoration
Total CAYEMBERG, LINDA:						3,600.00	
CORE & MAIN LP							
Water Utility Fund	405	CORE & MAIN LP	INV0023331	HACH DPD FREE CHLORINE P	11/10/2025	268.64	500-00-64070 Work Supplies
Total CORE & MAIN LP:						268.64	

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
COTTRELL, DAVID & HEATHER							
Storm Water Utility Fund	2735	COTTRELL, DAVID & HEATHER	104-04-23-17-6	PARCEL 9 TURTLE CREEK RES	11/12/2025	3,300.00	502-00-65155 Turtle Creek Restoration
Total COTTRELL, DAVID & HEATHER:						3,300.00	
DIGI KEY CORP							
Sewer Utility Fund	3862	DIGI KEY CORP	114876712-1	CREDIT MEMO 2108-FGR3-IO-I	08/15/2025	-1,364.51	501-00-64250 Equipment Repairs & Maintenanc
Total DIGI KEY CORP:						1,364.51-	
DRIFTWOOD LIVING TRUST							
Storm Water Utility Fund	3971	DRIFTWOOD LIVING TRUST	104-04-23-17-6	EASEMENT ON PARCEL 16 TUR	11/17/2025	6,900.00	502-00-65155 Turtle Creek Restoration
Total DRIFTWOOD LIVING TRUST:						6,900.00	
FOTH INFRASTRUCTURE & ENVIRO, LLC							
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	100791	TID 5 CENTRAL LIFT STATION	11/20/2025	26,353.00	501-18737-000 CIP-Central Attenuation Basin
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	100798	SUNDANCE HEIGHTS WATER M	11/20/2025	1,158.42	500-00-64270 Infrastructure Maintenance
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	100818	CALEDONIA GENERAL ENGINE	11/21/2025	2,550.00	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	100818	CALEDONIA GENERAL ENGINE	11/21/2025	1,755.00	501-18737-000 CIP-Central Attenuation Basin
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	100818	CALEDONIA GENERAL ENGINE	11/21/2025	97.50	500-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	100818	CALEDONIA GENERAL ENGINE	11/21/2025	97.50	501-00-61000 Professional Services
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	100818	CALEDONIA GENERAL ENGINE	11/21/2025	487.50	500-00-64270 Infrastructure Maintenance
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	100819	5620 3 MILE RD SEWER LATER	11/21/2025	2,599.40	501-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						35,098.32	
G & F EXCAVATING							
Water Utility Fund	687	G & F EXCAVATING	36550	TRUCK REMAINING FILL WHILE	10/30/2025	1,025.00	500-00-64270 Infrastructure Maintenance
Sewer Utility Fund	687	G & F EXCAVATING	36550	TRUCK REMAINING FILL WHILE	10/30/2025	1,025.00	501-00-64270 Infrastructure Maintenance
Total G & F EXCAVATING:						2,050.00	
GARMAN, MARGARET							
Storm Water Utility Fund	3970	GARMAN, MARGARET	104-04-23-17-6	EASEMENT PARCEL 16 TURTLE	11/18/2025	6,600.00	502-00-65155 Turtle Creek Restoration
Total GARMAN, MARGARET:						6,600.00	
JIMS GARAGE DOOR SERVICE, INC.							
Water Utility Fund	943	JIMS GARAGE DOOR SERVICE,	233243	RAYNOR ONYX TROLLEY ELEC	11/10/2025	1,079.50	500-00-64240 Building Repairs & Maintenance

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Sewer Utility Fund	943	JIMS GARAGE DOOR SERVICE,	233243	RAYNOR ONYX TROLLEY ELEC	11/10/2025	1,079.50	501-00-64240 Building Repairs & Maintenance
Total JIMS GARAGE DOOR SERVICE, INC.:						2,159.00	
KORTENDICK HARDWARE							
Water Utility Fund	1096	KORTENDICK HARDWARE	175566	WATER TEST KIT, ROD THREAD	11/14/2025	17.98	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	175566	WATER TEST KIT, ROD THREAD	11/14/2025	21.84	501-00-64250 Equipment Repairs & Maintenance
Water Utility Fund	1096	KORTENDICK HARDWARE	175717	LUBE TRIFLOW, WD-40, WREN	11/21/2025	65.57	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	175717	LUBE TRIFLOW, WD-40, WREN	11/21/2025	65.56	501-00-63300 Vehicle Repairs & Maintenance
Total KORTENDICK HARDWARE:						170.95	
KUNDA, ALLAN & LYNN							
Storm Water Utility Fund	2738	KUNDA, ALLAN & LYNN	104-04-23-17-6	PARCEL 3 TURTLE CREEK DRAI	11/20/2025	8,400.00	502-00-65155 Turtle Creek Restoration
Total KUNDA, ALLAN & LYNN:						8,400.00	
LAKE SHORE BURIAL VAULT COM							
Sewer Utility Fund	1122	LAKE SHORE BURIAL VAULT C	0077185-IN	26X38X1 RISER	11/04/2025	540.00	501-00-64270 Infrastructure Maintenance
Total LAKE SHORE BURIAL VAULT COM:						540.00	
LANDMARK TITLE OF RACINE, INC.							
Storm Water Utility Fund	1133	LANDMARK TITLE OF RACINE, I	75003-1	LETTER REPORT	10/29/2025	85.00	502-00-61100 Legal Fees
Total LANDMARK TITLE OF RACINE, INC.:						85.00	
MARCINIAK, BRENT & JENNIFER							
Storm Water Utility Fund	2736	MARCINIAK, BRENT & JENNIFE	104-04-23-17-6	PARCEL 13 TURTLE CREEK RE	11/11/2025	4,800.00	502-00-65155 Turtle Creek Restoration
Total MARCINIAK, BRENT & JENNIFER:						4,800.00	
MENARDS RACINE							
Water Utility Fund	1281	MENARDS RACINE	16908	WET WAX, RAGS, POWER CAR	11/11/2025	16.96	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	1281	MENARDS RACINE	16908	WET WAX, RAGS, POWER CAR	11/11/2025	16.95	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	1281	MENARDS RACINE	16908	WET WAX, RAGS, POWER CAR	11/11/2025	33.98	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1281	MENARDS RACINE	16908	WET WAX, RAGS, POWER CAR	11/11/2025	33.98	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1281	MENARDS RACINE	16908	WET WAX, RAGS, POWER CAR	11/11/2025	38.45	500-00-64070 Work Supplies
Sewer Utility Fund	1281	MENARDS RACINE	16908	WET WAX, RAGS, POWER CAR	11/11/2025	38.44	501-00-64070 Work Supplies

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MENARDS RACINE:						178.76	
MILWAUKEE LIGHTBULBS							
Water Utility Fund	1337	MILWAUKEE LIGHTBULBS	0270702-IN	20WA21 LED HIGH LUMEN	11/06/2025	43.68	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	1337	MILWAUKEE LIGHTBULBS	0270862-IN	EDISON-MED TO MED EXTEND	11/14/2025	17.70	500-00-64240 Building Repairs & Maintenance
Total MILWAUKEE LIGHTBULBS:						61.38	
NEENAH FOUNDRY COMPANY							
Sewer Utility Fund	1382	NEENAH FOUNDRY COMPANY	202539	FRAME X10 & SOLID LID X20	11/06/2025	6,330.00	501-00-64250 Equipment Repairs & Maintenanc
Total NEENAH FOUNDRY COMPANY:						6,330.00	
NETWORK SPECIALIST OF RACINE, INC.							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	48849	DECEMBER 2025 - OFFICE ANY	11/11/2025	300.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	48849	DECEMBER 2025 - OFFICE ANY	11/11/2025	300.00	501-00-64300 IT Maintenance & Subscriptions
Total NETWORK SPECIALIST OF RACINE, INC.:						600.00	
NORTH AMERICAN SAFETY SYSTEMS							
Water Utility Fund	1409	NORTH AMERICAN SAFETY SY	25-1771	PERMIT REQUIRED - CONFIN	11/12/2025	400.00	500-00-51300 Education/Training/Conferences
Sewer Utility Fund	1409	NORTH AMERICAN SAFETY SY	25-1771	PERMIT REQUIRED - CONFIN	11/12/2025	400.00	501-00-51300 Education/Training/Conferences
Total NORTH AMERICAN SAFETY SYSTEMS:						800.00	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2519793	2025 WDNR DRINKING WATER	11/06/2025	737.00	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						737.00	
OAK CREEK WATER & SEWER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER & SEWER	5510	WATER TESTS	11/10/2025	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER & SEWER UTILITY:						365.00	
PRUITT, EKES & GEARY, SC							
Sewer Utility Fund	1534	PRUITT, EKES & GEARY, SC	3630	SEWER & WATER AGREEMENT	11/07/2025	1,202.50	501-00-61100 Legal Fees

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total PRUITT, EKES & GEARY, SC:						1,202.50	
RACINE COUNTY PUBLIC WORKS							
Storm Water Utility Fund	1558	RACINE COUNTY PUBLIC WOR	5088	TVCCOG REVENUE & RECORD	09/30/2025	897.42	502-00-64270 Infrastructure Maintenance
Storm Water Utility Fund	1558	RACINE COUNTY PUBLIC WOR	5114	TVCCOG REVENUE & RECORD	10/31/2025	14,271.15	502-00-64270 Infrastructure Maintenance
Total RACINE COUNTY PUBLIC WORKS:						15,168.57	
RACINE TIRE & AUTO LLC							
Water Utility Fund	1571	RACINE TIRE & AUTO LLC	INV-004310	TRUCK 4 - HANKOOK DYNAPR	11/21/2025	550.00	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	1571	RACINE TIRE & AUTO LLC	INV-004310	TRUCK 4 - HANKOOK DYNAPR	11/21/2025	550.00	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	1571	RACINE TIRE & AUTO LLC	INV-004337	TIRE PRESSURE SENSOR & HA	11/24/2025	160.00	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	1571	RACINE TIRE & AUTO LLC	INV-004337	TIRE PRESSURE SENSOR & HA	11/24/2025	160.00	501-00-63300 Vehicle Repairs & Maintenance
Total RACINE TIRE & AUTO LLC:						1,420.00	
RACINE WATER & WASTEWATER UTILITIES							
Water Utility Fund	1574	RACINE WATER & WASTEWATE	WAINV-18164	Q3-2025; BAC-T SAMPLES	10/28/2025	1,410.00	500-00-62560 Water Sampling and Testing
Total RACINE WATER & WASTEWATER UTILITIES:						1,410.00	
REVERE ELECTRIC							
Sewer Utility Fund	1629	REVERE ELECTRIC	S5427164.001	MICROLOGIX 4 POINT COMB M	11/11/2025	1,293.07	501-00-64250 Equipment Repairs & Maintenanc
Total REVERE ELECTRIC:						1,293.07	
SME SEASONAL SERVICES LLC							
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7222	11/6/2025; MOW & TRIM 5 1/2 MI	11/06/2025	450.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM MAR-KA	11/06/2025	900.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM STH 31	11/06/2025	540.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM CAMEL	11/06/2025	120.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM COUNT	11/06/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM BATTE	11/06/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM NORTH	11/06/2025	240.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM EDGAR	11/06/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM TABOR	11/06/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM TABOR	11/06/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM CREST	11/06/2025	300.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM PIONEER	11/06/2025	360.00	502-00-64260 Grounds Repairs & Maintenance

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM KNAPP	11/06/2025	420.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM KLEMA	11/06/2025	900.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7234	11/6/2025; MOW & TRIM TURTLE	11/06/2025	180.00	502-00-64260 Grounds Repairs & Maintenance
Total SME SEASONAL SERVICES LLC:						6,210.00	
STRAND ASSOCIATES INC.							
Storm Water Utility Fund	1893	STRAND ASSOCIATES INC.	0231728	ELIMINATION PROGRAM PROJ	11/13/2025	10,007.82	502-00-62101 MS4 - ILLICIT DISCHARGE
Total STRAND ASSOCIATES INC.:						10,007.82	
WACHS, DANIEL & ANN							
Storm Water Utility Fund	2739	WACHS, DANIEL & ANN	104-04-23-17-6	PARCEL 7 TURTLE CREEK DRAI	11/20/2025	25,800.00	502-00-65155 Turtle Creek Restoration
Total WACHS, DANIEL & ANN:						25,800.00	
Grand Totals:						177,404.42	

PAYMENT TOTALS BY FUND		
Fund		Total
Sewer Utility Fund	\$	74,185.89
Storm Water Utility Fund	\$	91,069.31
Water Utility Fund	\$	12,149.22
Grand Total	\$	177,404.42

Sundance Heights

Water & Storm Water

Contractor

A.W. Oakes

Original Contract	\$	1,419,738.90	
Pending Change Order	\$	28,262.90	1.99%
Current Contract	\$	1,448,001.80	1.99%
Pay Request #1	\$	648,301.38	
Retainage	\$	34,121.13	
Pay Request #2	\$	318,207.15	
Retainage	\$	1,372.34	
Pay Request #3	\$	358,071.90	
Pay Request #4	\$	87,927.90	
Remaining on Contract (Including Retainage)	\$	35,493.47	2.5%
Design Engineering	\$	110,525.21	7.78%
Construction Services through 9/22/2025	\$	197,012.39	13.88%
Total Project Cost	\$	1,755,539.40	

Adams Road Tower & Watermain

Water

Contractor	Landmark Structures I L.P.		
Original Contract	\$	6,439,000.00	
Change Order #1	\$	(18,850.85)	-0.29%
Current Contract	\$	6,420,149.15	-0.29%
Pay Request #1	\$	189,145.00	
Retainage	\$	9,955.00	
Pay Request #2	\$	276,537.87	
Retainage	\$	14,554.63	
Pay Request #3	\$	1,111,751.75	
Retainage	\$	58,513.25	
Pay Request #4	\$	320,522.87	
Retainage	\$	16,869.63	
Pay Request #5	\$	374,283.15	
Retainage	\$	19,699.11	
Pay Request #6	\$	1,049,503.00	
Retainage	\$	55,237.00	
Pay Request #7	\$	962,467.28	
Retainage	\$	(14,325.39)	
Pay Request #8	\$	688,225.00	
Pay Request #9	\$	168,739.60	
Remaining on Contract (Including Retainage)	\$	1,278,973.63	19.9%
Design Engineering	\$	403,115.61	6.26%
Construction Services through 10/28/2025	\$	182,060.83	2.83%
Total Project Cost	\$	7,005,325.59	

CALEDONIA UTILITY DISTRICT PROJECT SUMMARY WORKSHEET

Riverbend Drive Lift Station Safety Site & Forcemain Upgrade

- Awaiting revisions to comments and flow data provided.

Annual Televising Program – Sanitary Sewer

- Sewer Cleaning completed for 2025. Putting together exhibit for second round of televising.

Central Lift Station Safety Site & Attenuation Basin

- Working on updating the cost estimate and reviewing the various components to ensure BABA compliance is met.

TID #4 Elevated Storage Tank & Adams Road Watermain

- Bottom of tank bowl welding completed. After Thanksgiving crews will begin the Mechanicals and Chamber Wall inside of the pedestal. Will also be working on electrical. Painting of bowl will be done if weather and temperatures cooperate. Had Stark scheduled for November 24th and 25th, due to weather has been postponed until next Spring unless weather breaks.

Western Village / Sundance Heights Watermain

- Will be working with Highway Department on walkway culverts and paving. Awaiting corrective Change Order and Final Pay Request.

4 Mile Road Water Main and Sewer Relay – Wind Point

- Awaiting updated plans from R.A. Smith. Have been providing information as necessary to We Energies as they are currently replacing the Natural Gas line.

**CALEDONIA UTILITY DISTRICT
STORM WATER PROJECTS
PROJECT SUMMARY WORKSHEET**

Hoods Creek – Aldebaran Brushing Project

- Reached out to contractor. Looking to do work in the next week or so.

Turtle Creek Restoration

- All easements have been drafted and provided to Southern Wisconsin Appraisal. SWA has been meeting with owners and providing documents to them. 9 easements have been returned to the Village. Will need to update Relocation Order for 3 properties that requested minor changes.

4 Mile Road Tile (Club View Subdivision to Erie Street)

- Coordinating on televising some additional areas of the tile.

MEMORANDUM

DATE: Thursday, November 20, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Authorization of Signatures – Drainage Easement Agreement – Linda J. Cayemberg

BACKGROUND INFORMATION

Southern Wisconsin Appraisal has been working on behalf of the Village to obtain the necessary Drainage Easements for the Turtle Creek Restoration Project. Appraisals have been received and distributed to the various owners.

This Drainage Easement document has been returned, executed by the Owner. Linda J. Cayemberg, parcel 5, has returned the necessary easement for the project.

The appraisal for this Drainage Easement indicated that the Easement has a cost of \$3,600.00. In the invoices for the meeting, there is a pay request for this amount.

In order to record the Drainage Easement, the Commission President and Secretary will need to execute the easement along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement with Linda J. Cayemberg for the Turtle Creek Restoration Project.

**Drainage Easement Agreement:
Linda J. Cayemberg**

Document Number

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

104-04-23-17-650-045
Parcel Identification Number (PIN)

Owner/Grantor: LINDA J. CAYEMBERG

Grantees: VILLAGE OF CALEDONIA, a quasi-municipal corporation,
and the VILLAGE OF CALEDONIA UTILITY DISTRICT, a utility district of the Village of Caledonia

Legal Description: see attached Exhibit B

DRAINAGE EASEMENT AGREEMENT:
LINDA J. CAYEMBERG

This Drainage Easement Agreement ("Agreement") is made the _____ day of _____, 2025, by and between **LINDA J. CAYEMBERG**, residing at 2620 5 ½ Mile Road Caledonia, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report 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 a permanent easement (referred to in this Agreement as the "Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Drainage Easement". The location of the Drainage Easement with respect to the Property is as shown and described in Exhibit B.

C. As used in this Agreement, the term "Drainage Facilities" shall mean the Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Drainage Easement from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For Three Thousand Six Hundred Dollars (\$3,600.00) 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, the right to construct, install, maintain, repair, and/or replace Drainage Facilities in the Drainage Easement, 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 Drainage Easement, and/or (iii) for conveying storm waters through the Drainage Easement and the Drainage Facilities, through 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 Drainage Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Drainage Easement that interfere with installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

- (b) Remove any structures or improvements located within the Drainage Easement 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 Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation will be planted, within the Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Drainage Easement 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/or replacement of the Drainage Facilities within the Drainage Easement. 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.

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

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

- (a) The Letter Report 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 (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 the 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 Wisconsin Statutes. For the purposes of any such appeal, the amount paid to the Owner under this Agreement shall be treated as the date of taking and the date of evaluation.

11. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the Owner from and against all losses, damages, liabilities, demands, causes of action, judgements, 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 Drainage Easement 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 the Owner's contractors, consultants, guests, invitees, representatives, or agents.

12. 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.

13. 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 the Owner the monies due the Owner under this Agreement.

14. 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.

15. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto 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.

16. 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.

SIGNATURE PAGE TO FOLLOW

OWNER:

BY: Linda J. Cayemberg
LINDA J. CAYEMBERG

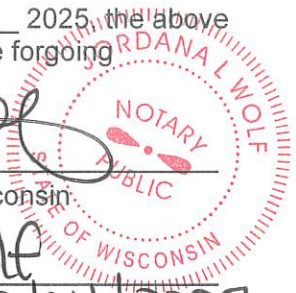
STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this 3rd day of November 2025, the above named **LINDA J. CAYEMBERG**, to me known to be the person who executed the forgoing instrument and acknowledged the same on behalf of said Owner.

Jordana L Wolf
Notary Public, State of Wisconsin



My Commission expires: 08/04/2027

VILLAGE OF CALEDONIA:

BY: _____
THOMAS R. WEATHERSTON, PRESIDENT

ATTEST: _____
JENNIFER BASS, CLERK

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above named **THOMAS R. WEATHERSTON, PRESIDENT** and **JENNIFER BASS, CLERK**, of the Village of Caledonia, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT:

BY: _____
HOWARD STACEY, PRESIDENT

BY: _____
KATHLEEN TRENTADUE, SECRETARY

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above
named **HOWARD STACEY, PRESIDENT** and **KATHLEEN TRENTADUE, SECRETARY**, of the
Village of Caledonia Utility District, to me known to be the persons who executed the forgoing
instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This document drafted by:
Anthony A. Bunkelman P.E.
Public Services Director
Village of Caledonia

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-23-17-650-045

TITLE CO. REFERENCE NO.: 74824

LEGAL DESCRIPTION:

Parcel I:

Lot 9 and the East 5 feet of Lot 8, Caledonia's Assessor's Plat No. 1, being part of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 4 North, Range 23 East. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

Parcel II:

That part of the Northwest 1/4 of Section 17, Township 4 North, Range 23 East, bounded as follows: Commencing at the Northeast corner of Lot 9, in Caledonia's Assessor's Plat No. 1, being a subdivision of the Southwest 1/4 of said Section 17; thence North 89° 07' 59" East, 406.51 feet; thence North 16° 47' 08" West, 346.67 feet; thence South 89° 7' 59" West, 411.50 feet; thence South 00° 01' 09" East, 333.41 feet; thence North 89° 7' 59" East, 105.00 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

OWNER:

Linda J. Cayemberg

PROPERTY ADDRESS:

2620 5 1/2 Mile Road, Racine, WI 53402

OPEN MORTGAGES:

None

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$7,102.52, have been paid in full

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of September 9, 2025 at 08:00 AM

Landmark Title of Racine, Inc.

Eric D. Peterson

Eric D. Peterson

Authorized Signature or Signatory

2620 5 1/2 Mile Road
Racine, WI 53402



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.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Racine County

Owner (s):

CAYEMBERG, MERLIN J
CAYEMBERG, LINDA J

Location:

Sect. 17, T4N,R23E

Mailing Address:

MERLIN J CAYEMBERG
LINDA J CAYEMBERG
2620 5 1/2 MILE RD
RACINE, WI 53402-0000

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

104-04-23-17-650-045 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:

4.3300

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

CALEDONIA'S ASSESSORS PLAT NO. 1 LOT 9 & E5 OF LOT 8 & COM NE COR LOT 9 E406 NW346
W411S333 E105 TO POB FROM 042317056005 IN 86 PT FROM 104042317043000 IN 2012 FOR 2013 ROLL
TOTAL ACRES 4.33

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

2620 5 1/2 MILE RD RACINE, WI 53402

Taxes

1 Lottery credit claimed effective 1/1/2014

Tax History

Tax Year*	Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024		\$7,102.52	\$7,102.52	\$0.00	\$0.00	\$0.00	\$0.00
2023		\$6,499.87	\$6,499.87	\$0.00	\$0.00	\$0.00	\$0.00
2022		\$6,072.99	\$6,072.99	\$0.00	\$0.00	\$0.00	\$0.00
2021		\$6,202.91	\$6,202.91	\$0.00	\$0.00	\$0.00	\$0.00
2020		\$5,829.00	\$5,829.00	\$0.00	\$0.00	\$0.00	\$0.00
2019		\$5,441.26	\$5,441.26	\$0.00	\$0.00	\$0.00	\$0.00
2018		\$5,160.55	\$5,160.55	\$0.00	\$0.00	\$0.00	\$0.00
2017		\$5,130.39	\$5,130.39	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$5,051.05	\$5,051.05	\$0.00	\$0.00	\$0.00	\$0.00
2015		\$5,145.09	\$5,145.09	\$0.00	\$0.00	\$0.00	\$0.00
2014		\$4,932.92	\$4,932.92	\$0.00	\$0.00	\$0.00	\$0.00
2013		\$5,136.64	\$5,136.64	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$0.00

Tax Year*	Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2012		\$5,330.90	\$5,330.90	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$0.00

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

Interest and penalty on delinquent taxes are calculated to **September 30, 2025.**

Assessments

Tax Year: 2024

[Click here for detailed assessment data. \(square footage, year built, building type, etc\)](#)

Real Estate Assessments

Code	Description	Acres	Land Value	Improvement Value	Total Value
1	Residential	0.758	\$53,500	\$411,100	\$464,600
4	Agriculture	3.572	\$1,300	\$0	\$1,300
Total:		4.330	\$54,800	\$411,100	\$465,900

Estimated Fair Market Value:

\$472,400

Average Assessment Ratio:

0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.

** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments

Assessment	Value	Action
16 - GARBAGE COLLECTION	\$124.00	
24 - STORM WATER UTILITY FEE	\$65.25	
25 - RECYCLING	\$70.00	

Attachments

Districts

Other Districts

Type	Code	District
Special District	4CO	CAL UTILITY WATER
Special District	4LM	LAKE MICHIGAN STORM (INACTIVE)
Special District	4CP	CAL UTILITY SEWER

Documents

Notes

Parcel History

Permits

Sales History

Survey History

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE

CAYEMBERG, MERLIN J
CAYEMBERG, LINDA J

Parcel Number: 104 042317650045
Bill Number: 781485

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

2620 5 1/2 MILE RD
Sec. 17, T4N, R23E
CALEDONIA'S ASSESSORS PLAT NO. 1 LOT 9 & E5 OF LOT 8
& COM NE COR LOT 9 E406 NW346 W411S333 E105 TO POB
FROM 042317056005 IN 86 PT FROM 104042317043000 IN 2012
FOR 2013 ROLL **TOTAL ACRES** 4.33
4.330 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 54,800	ASSESSED VALUE IMPROVEMENTS 411,100	TOTAL ASSESSED VALUE 465,900	AVERAGE ASSMT RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 6843.27
ESTIMATED FAIR MARKET VALUE LAND 54,400	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS See Reverse, Use Value Assessment 418,000	TOTAL ESTIMATED FAIR MARKET VALUE 472,400	☐ A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 740.96	GARBAGE COLLECTION 124.00 STORM WATER UTILITY FEE 65.25 RECYCLING 70.00
TAXING JURISDICTION	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE
RACINE COUNTY	1,063,188	1,059,516	1,213.23	1,326.09	9.3%
VILLAGE OF CALEDONIA	2,566,300	2,622,659	2,334.83	2,636.64	12.9%
UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	2,755.31	2,853.76	3.6%
GATEWAY TEC VTAE	2,192,529	2,224,473	243.10	265.91	9.4%
CAL UTILITY SEWER	0	0	48.56	52.11	7.3%
CAL UTILITY WATER	0	0	0.00	0.00	
TOTAL	54,419,664	59,575,454	6,595.03	7,134.51	8.2%
FIRST DOLLAR CREDIT			-73.99	-69.02	-6.7%
LOTTERY AND GAMING CREDIT			-275.42	-222.22	-19.3%
NET PROPERTY TAX			6,245.62	6,843.27	9.6%
TOTAL DUE: \$7,102.52 FOR FULL PAYMENT PAY BY: JANUARY 31, 2025 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.					

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527,008	578.38	2051				

PAY 1ST INSTALLMENT OF: \$3,569.78
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650045
CAYEMBERG, MERLIN J
BILL NUMBER: 781485

PAY 2ND INSTALLMENT OF: \$3,532.74
BY JULY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274

PIN# 104 042317650045
CAYEMBERG, MERLIN J
BILL NUMBER: 781485

PAY FULL AMOUNT OF: \$7,102.52
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650045
CAYEMBERG, MERLIN J
BILL NUMBER: 781485

INCLUDE THIS STUB WITH YOUR PAYMENT

INCLUDE THIS STUB WITH YOUR PAYMENT

INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B



OUTLOT 1
BLOCK 1

N89°07'43"E
26.00

S. LINE CRESTVIEW PARK SUBDIVISION

LOT 5

LOT 4

LOT 3

BITTER
SWEET
COURT

12' UTILITY & DRAINAGE
EASEMENT PER
CRESTVIEW PARK
SUBDIVISION PLAT

UNPLATTED
LANDS

UNPLATTED
LANDS

OWNER: LINDA J CAYEMBERG
TAX ID # 104-04-23-17-650-045

UNPLATTED LANDS

DRAINAGE EASEMENT
8,667 S.F.
0.20 Ac.

PROPERTY
LINE

P.O.C.
SW CORNER
NW 1/4
SEC 17-4-23

NORTH LINE CALEDONIA'S
ASSESSORS PLAT NO.1

N89°07'43"E

N. LINE OF SW 1/4 SECTION 17-4-23

1629.31

P.O.B.

S89°07'43"W
26.00

NORTH LINE OF
CALEDONIA'S
ASSESSORS PLAT
BEGINS AT THE SW
CORNER OF THE
NW 1/4

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

-ROW- -ROW- -ROW- -ROW-

5 1/2 MILE ROAD

-W- -ROW- -ROW- -ROW-

VILLAGE OF CALEDONIA

**DRAINAGE EASEMENT
LINDA J CAYEMBERG**

TAX ID# 104-04-23-17-650-045

SCALE
0 100 200

PROJECT ID: 0021C035.00

DATE: 7/20/2021

PREPARED BY: JDS1

CHECKED BY: AJM1



SHEET

1

©2021 Foth Infrastructure & Environment, LLC

Linda J Cayemberg: Tax ID 104-04-23-17-650-045

Drainage Easement

Land being a part of the Southeast 1/4 of the Northwest 1/4 of Section 17, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin described as follows:

Commencing at the Southwest corner of said Northwest 1/4; thence North 89°07'43" East along the North line of Caledonia's Assessors Plat No.1 a distance of 1629.31 feet to the point of beginning of lands being described.

Thence North 16°47'25" West 346.67 feet to the South line of Crestview Park subdivision; thence North 89°07'43" East along said South line 26.00 feet; thence South 16°47'25" East 346.67 feet to a point on the North line of Caledonia's Assessors Plat No.1; thence South 89°07'43" West along said North line 26.00 feet to the point of beginning of lands being described.

Containing 8,667 Square feet (0.20 Ac.) of land more or less.

Date: 7/20/2021

Andrew Miazga (S-2826)

MEMORANDUM

DATE: Thursday, November 20, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Authorization of Signatures – Drainage Easement Agreement – David A. Jr. & Heather A. Cottrell

BACKGROUND INFORMATION

Southern Wisconsin Appraisal has been working on behalf of the Village to obtain the necessary Drainage Easements for the Turtle Creek Restoration Project. Appraisals have been received and distributed to the various owners.

This Drainage Easement document has been returned, executed by the Owner. David A. Jr. & Heather A. Cottrell, parcel 9, have returned the necessary easement for the project.

The appraisal for this Drainage Easement indicated that the Easement has a cost of \$3,300.00. In the invoices for the meeting, there is a pay request for this amount.

In order to record the Drainage Easement, the Commission President and Secretary will need to execute the easement along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement with David A. Jr. & Heather A. Cottrell for the Turtle Creek Restoration Project.

Document Number

Drainage Easement Agreement:
David A. Cottrell Jr. &
Heather A. Cottrell

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

104-04-23-17-650-020
Parcel Identification Number (PIN)

Owner/Grantor: DAVID A. COTTRELL JR. and HEATHER A. COTTRELL

Grantees: VILLAGE OF CALEDONIA, a quasi-municipal corporation,
and the VILLAGE OF CALEDONIA UTILITY DISTRICT, a utility district of the Village of Caledonia

DRAINAGE EASEMENT AGREEMENT:
DAVID A. COTTRELL JR. & HEATHER A. COTTRELL

This Drainage Easement Agreement ("Agreement") is made the _____ day of _____, 2025, by and between **DAVID A. COTTRELL JR. and HEATHER A. COTTRELL** being a husband & wife, residing at 2828 5 1/2 Mile Road Caledonia, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report 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 a permanent easement (referred to in this Agreement as the "Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Drainage Easement". The location of the Drainage Easement with respect to the Property is as shown and described in Exhibit B.

C. As used in this Agreement, the term "Drainage Facilities" shall mean the Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Drainage Easement from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For Three Thousand Three Hundred Dollars (\$3,300.00) 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, the right to construct, install, maintain, repair, and/or replace Drainage Facilities in the Drainage Easement, 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 Drainage Easement, and/or (iii) for conveying storm waters through the Drainage Easement and the Drainage Facilities, through 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 Drainage Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Drainage Easement that interfere with installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

- (b) Remove any structures or improvements located within the Drainage Easement 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 Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation will be planted, within the Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Drainage Easement 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/or replacement of the Drainage Facilities within the Drainage Easement. 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.

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

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

- (a) The Letter Report 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 (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 the 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 Wisconsin Statutes. For the purposes of any such appeal, the amount paid to the Owner under this Agreement shall be treated as the date of taking and the date of evaluation.

11. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the Owner from and against all losses, damages, liabilities, demands, causes of action, judgements, 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 Drainage Easement 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 the Owner's contractors, consultants, guests, invitees, representatives, or agents.

12. 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.

13. 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 the Owner the monies due the Owner under this Agreement.

14. 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.

15. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto 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.

16. 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.

SIGNATURE PAGE TO FOLLOW

OWNER:

BY:

DAVID A. COTTRELL JR.

BY:

HEATHER A. COTTRELL

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this 12th day of November 2025, the above named **DAVID A. COTTRELL JR. and HEATHER A. COTTRELL**, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of said Owner.



Stacey Salvo
Notary Public, State of Wisconsin

Stacey Salvo
My Commission expires: 12-13-2028

VILLAGE OF CALEDONIA:

BY:

THOMAS R. WEATHERSTON, PRESIDENT

ATTEST:

JENNIFER BASS, CLERK

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above named **THOMAS R. WEATHERSTON, PRESIDENT and JENNIFER BASS, CLERK**, of the Village of Caledonia, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT:

BY: _____
HOWARD STACEY, PRESIDENT

BY: _____
KATHLEEN TRENTADUE, SECRETARY

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above
named **HOWARD STACEY, PRESIDENT** and **KATHLEEN TRENTADUE, SECRETARY**, of the
Village of Caledonia Utility District, to me known to be the persons who executed the forgoing
instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This document drafted by:
Anthony A. Bunkelman P.E.
Public Services Director
Village of Caledonia

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-23-17-650-020

TITLE CO. REFERENCE NO.: 74828

LEGAL DESCRIPTION:

Lot 4, Caledonia Assessor Plat No. 1, according to the recorded plat thereof. Excepting therefrom land conveyed by deed recorded on April 5, 2004 as Document No. 1964156. Said land being in the Village of Caledonia, Racine County, Wisconsin.

OWNER:

David A. Cottrell, Jr. and Heather A. Cottrell, husband and wife

PROPERTY ADDRESS:

2828 5 1/2 Mile Road, Racine, WI 53402

OPEN MORTGAGES:

Mortgage from David A Cottrell Jr and Heather A Cottrell, husband and wife to DAS Acquisition Company, LLC. in the amount of \$230,252.00 dated May 17, 2017 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 23, 2017 as Document No. 2465297.

The foregoing Mortgage was assigned by mesne assignments and is currently held by Freedom Mortgage Corporation by an assignment dated April 6, 2021 and recorded in said Register's office on April 09, 2021 as Document No. 2587760.

Modification Agreement between David A. Cottrell, Jr. and Heather A. Cottrell, husband and wife and Freedom Mortgage Corporation dated April 12, 2022 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 1, 2022 as Document No. 2635447.

Partial Claim Mortgage from David A Cottrell Jr and Heather A Cottrell, husband and wife to Secretary of Housing and Urban Development in the amount of \$25,445.73 dated April 12, 2022 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 1, 2022 as Document No. 2635448.

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$5,396.60, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of September 9, 2025 at 08:00 AM

Landmark Title of Racine, Inc.

Eric D. Peterson

Eric D. Peterson

Authorized Signature or Signatory

2828 5 1/2 Mile Road

Racine, WI 53402



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.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Racine County

Owner (s):

COTTRELL, DAVID A (JR)
COTTRELL, HEATHER A

Location:

Sect. 17, T4N,R23E

Mailing Address:

DAVID A COTTRELL JR
HEATHER A COTTRELL
2828 5 1/2 MILE RD.
RACINE, WI 53402

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

104-04-23-17-650-020 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:

1.4200

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

CALEDONIA'S ASSESSORS PLAT NO. 1 LOT 4 EXC #1964156 FROM 042317054000 IN 86 PT TO
004042317650015 IN 04 FOR 05 ROLL **TOTAL ACRES** 1.42

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

2828 5 1/2 MILE RD RACINE, WI 53402

Taxes

1 Lottery credit claimed effective 1/1/2014

Tax History

Tax Year*	Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024		\$5,396.60	\$5,396.60	\$0.00	\$0.00	\$0.00	\$0.00
2023		\$5,368.12	\$5,368.12	\$0.00	\$0.00	\$0.00	\$0.00
2022		\$5,573.44	\$5,573.44	\$0.00	\$0.00	\$0.00	\$0.00
2021		\$4,903.16	\$4,903.16	\$0.00	\$0.00	\$0.00	\$0.00
2020		\$4,452.54	\$4,452.54	\$0.00	\$0.00	\$0.00	\$0.00
2019		\$4,217.38	\$4,217.38	\$0.00	\$0.00	\$0.00	\$0.00
2018		\$4,382.68	\$4,382.68	\$0.00	\$0.00	\$0.00	\$0.00
2017		\$3,721.68	\$3,721.68	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$3,662.09	\$3,662.09	\$0.00	\$0.00	\$0.00	\$0.00
2015		\$3,778.26	\$3,778.26	\$0.00	\$0.00	\$0.00	\$0.00
2014		\$3,623.61	\$3,623.61	\$0.00	\$0.00	\$0.00	\$0.00
2013		\$3,753.76	\$3,753.76	\$0.00	\$0.00	\$0.00	\$0.00
2012		\$3,912.95	\$3,912.95	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$0.00

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

Interest and penalty on delinquent taxes are calculated to **September 30, 2025.**

Assessments

Tax Year: 2024

[Click here for detailed assessment data.](#) (square footage, year built, building type, etc)

Real Estate Assessments

Code	Description	Acres	Land Value	Improvement Value	Total Value
1	Residential	1.424	\$63,300	\$291,200	\$354,500
Total:		1.424	\$63,300	\$291,200	\$354,500

Estimated Fair Market Value:

\$360,500

Average Assessment Ratio:

0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.

** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments

Assessment	Value	Action
16 - GARBAGE COLLECTION	\$124.00	
24 - STORM WATER UTILITY FEE	\$65.25	
25 - RECYCLING	\$70.00	

Attachments

Districts

Other Districts

Type	Code	District
Special District	4CO	CAL UTILITY WATER
Special District	4LM	LAKE MICHIGAN STORM (INACTIVE)

Type	Code	District
Special District	4CP	CAL UTILITY SEWER

Documents

Notes

Parcel History

Permits

Sales History

Survey History

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE

COTTRELL, DAVID A (JR)
COTTRELL, HEATHER A

Parcel Number: 104 042317650020
Bill Number: 781481

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

2828 5 1/2 MILE RD
Sec. 17, T4N, R23E
CALEDONIA'S ASSESSORS PLAT NO. 1 LOT 4 EXC #1964156
FROM 042317054000 IN 86 PT TO 004042317650015 IN 04 FOR
05 ROLL **TOTAL ACRES** 1.42
1.420 ACRES

781481/104 042317650020

DAVID A COTTRELL JR
HEATHER A COTTRELL
2828 5 1/2 MILE RD.
RACINE WI 53402

Please inform treasurer of address changes.

ASSESSED VALUE LAND 63,300	ASSESSED VALUE IMPROVEMENTS 291,200	TOTAL ASSESSED VALUE 354,500	AVERAGE ASSESSMENT RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 5137.35																																																																		
ESTIMATED FAIR MARKET VALUE LAND 64,400	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 296,100	TOTAL ESTIMATED FAIR MARKET VALUE 360,500	☐ A star in this box means unpaid prior year taxes	School taxes also reduced by school levy tax credit 563.79	GARBAGE COLLECTION 124.00 STORM WATER UTILITY FEE 65.25 RECYCLING 70.00																																																																		
<table><tr><th>TAXING JURISDICTION</th><th>2023 EST. STATE AIDS ALLOCATED TAX DIST.</th><th>2024 EST. STATE AIDS ALLOCATED TAX DIST.</th><th>2023 NET TAX</th><th>2024 NET TAX</th><th>% TAX CHANGE</th></tr><tr><td>RACINE COUNTY</td><td>1,063,188</td><td>1,059,516</td><td>1,005.03</td><td>1,009.01</td><td>0.4%</td></tr><tr><td>VILLAGE OF CALEDONIA</td><td>2,566,300</td><td>2,622,659</td><td>1,934.16</td><td>2,006.20</td><td>3.7%</td></tr><tr><td>UNIFIED SCHOOL DISTRICT</td><td>48,597,647</td><td>53,668,806</td><td>2,282.48</td><td>2,171.40</td><td>-4.9%</td></tr><tr><td>GATEWAY TEC VTAE</td><td>2,192,529</td><td>2,224,473</td><td>201.38</td><td>202.33</td><td>0.5%</td></tr><tr><td>CAL UTILITY SEWER</td><td>0</td><td>0</td><td>40.23</td><td>39.65</td><td>-1.4%</td></tr><tr><td>CAL UTILITY WATER</td><td>0</td><td>0</td><td>0.00</td><td>0.00</td><td></td></tr><tr><td>TOTAL</td><td>54,419,664</td><td>59,575,454</td><td>5,463.28</td><td>5,428.59</td><td>-0.6%</td></tr><tr><td>FIRST DOLLAR CREDIT</td><td></td><td></td><td>-73.99</td><td>-69.02</td><td>-6.7%</td></tr><tr><td>LOTTERY AND GAMING CREDIT</td><td></td><td></td><td>-275.42</td><td>-222.22</td><td>-19.3%</td></tr><tr><td>NET PROPERTY TAX</td><td></td><td></td><td>5,113.87</td><td>5,137.35</td><td>0.5%</td></tr></table>						TAXING JURISDICTION	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE	RACINE COUNTY	1,063,188	1,059,516	1,005.03	1,009.01	0.4%	VILLAGE OF CALEDONIA	2,566,300	2,622,659	1,934.16	2,006.20	3.7%	UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	2,282.48	2,171.40	-4.9%	GATEWAY TEC VTAE	2,192,529	2,224,473	201.38	202.33	0.5%	CAL UTILITY SEWER	0	0	40.23	39.65	-1.4%	CAL UTILITY WATER	0	0	0.00	0.00		TOTAL	54,419,664	59,575,454	5,463.28	5,428.59	-0.6%	FIRST DOLLAR CREDIT			-73.99	-69.02	-6.7%	LOTTERY AND GAMING CREDIT			-275.42	-222.22	-19.3%	NET PROPERTY TAX			5,113.87	5,137.35	0.5%
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CAL UTILITY SEWER	0	0	40.23	39.65	-1.4%																																																																		
CAL UTILITY WATER	0	0	0.00	0.00																																																																			
TOTAL	54,419,664	59,575,454	5,463.28	5,428.59	-0.6%																																																																		
FIRST DOLLAR CREDIT			-73.99	-69.02	-6.7%																																																																		
LOTTERY AND GAMING CREDIT			-275.42	-222.22	-19.3%																																																																		
NET PROPERTY TAX			5,113.87	5,137.35	0.5%																																																																		
TOTAL DUE: \$5,396.60 FOR FULL PAYMENT PAY BY: JANUARY 31, 2025 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.																																																																							

FOR INFORMATION PURPOSES ONLY - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527.008	440.08	2051				

PAY 1ST INSTALLMENT OF: \$2,716.82
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650020
COTTRELL, DAVID A (JR)
BILL NUMBER: 781481

PAY 2ND INSTALLMENT OF: \$2,679.78
BY JULY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274

PIN# 104 042317650020
COTTRELL, DAVID A (JR)
BILL NUMBER: 781481

PAY FULL AMOUNT OF: \$5,396.60
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

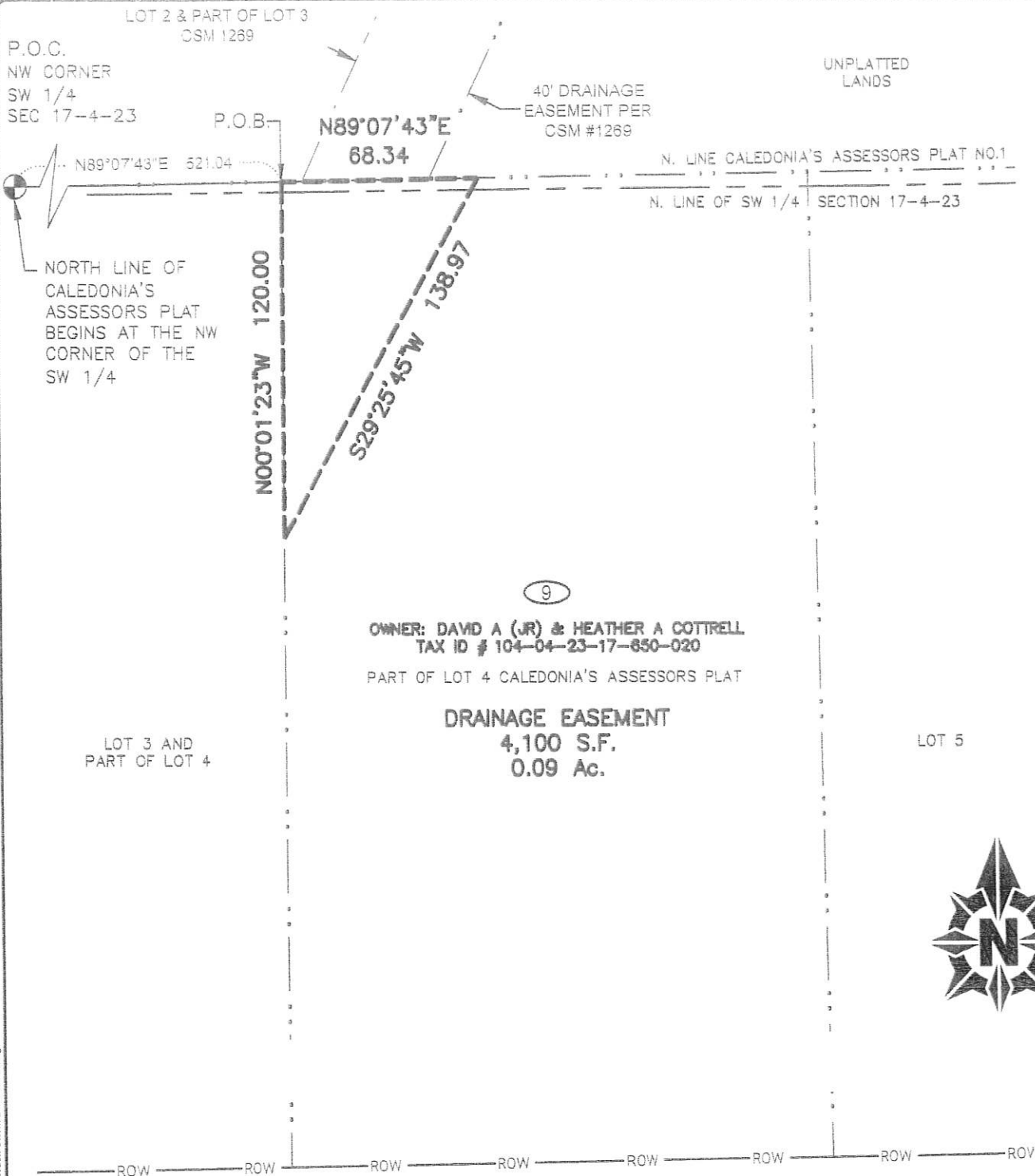
PIN# 104 042317650020
COTTRELL, DAVID A (JR)
BILL NUMBER: 781481

INCLUDE THIS STUB WITH YOUR PAYMENT

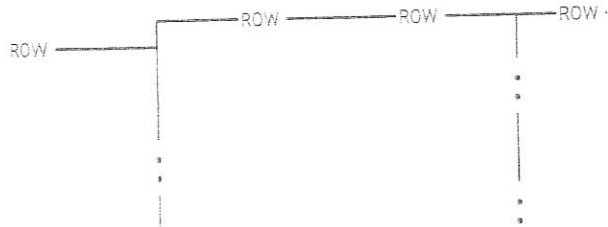
INCLUDE THIS STUB WITH YOUR PAYMENT

INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B



5 1/2 MILE ROAD



VILLAGE OF CALEDONIA	
DRAINAGE EASEMENT	
DAVID A. (JR) & HEATHER A. COTTRELL	
TAX ID# 104-04-23-17-650-020	
SCALE 0 50 100	PROJECT ID: 0021C035.00
DATE: 7/20/2021	Foth
PREPARED BY: JDS1	
CHECKED BY: AJM1	
SHEET 1	

David A. (JR) & Heather A. Cottrell: Tax ID 104-04-23-17-650-020

Drainage Easement

Land being a part of Lot 4 of Caledonia's Assessors Plat No.1, being part of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4, all in Section 17, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section; Thence North 89°07'43" East along the North line of Caledonia's Assessors Plat No.1 a distance of 521.04 feet to the point of beginning of lands being described.

Thence continuing North 89°07'43" East along said North line 68.34 feet; thence South 29°25'45" West 138.97 feet; thence North 00°01'23" West 120.00 feet to said North line and the point of beginning of lands being described.

Containing 4,100 Square feet (0.09 Ac.) of land more or less.

Date: 7/20/2021

Andrew Miazga (S-2826)

MEMORANDUM

DATE: Thursday, November 20, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Authorization of Signatures – Drainage Easement Agreement – Brent & Jennifer Marciniak

BACKGROUND INFORMATION

Southern Wisconsin Appraisal has been working on behalf of the Village to obtain the necessary Drainage Easements for the Turtle Creek Restoration Project. Appraisals have been received and distributed to the various owners.

This Drainage Easement document has been returned, executed by the Owner. Brent & Jennifer Marciniak, parcel 13, have returned the necessary easement for the project.

The appraisal for this Drainage Easement indicated that the Easement has a cost of \$4,800.00. In the invoices for the meeting, there is a pay request for this amount.

In order to record the Drainage Easement, the Commission President and Secretary will need to execute the easement along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement with Brent & Jennifer Marciniak for the Turtle Creek Restoration Project.

Document Number

**Drainage Easement Agreement:
Brent Marciniak &
Jennifer Marciniak**

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

104-04-23-17-650-165
Parcel Identification Number (PIN)

Owner/Grantor: BRENT MARCINIAK and JENNIFER MARCINIAK

Grantees: VILLAGE OF CALEDONIA, a quasi-municipal corporation,
and the VILLAGE OF CALEDONIA UTILITY DISTRICT, a utility district of the Village of Caledonia

Legal Description: See attached Exhibit B

DRAINAGE EASEMENT AGREEMENT:
BRENT MARCINIAK & JENNIFER MARCINIAK

This Drainage Easement Agreement ("Agreement") is made the _____ day of _____, 2025, by and between **BRENT MARCINIAK and JENNIFER MARCINIAK** being a husband & wife, residing at 2452 5 ½ Mile Road Caledonia, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report 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 a permanent easement (referred to in this Agreement as the "Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Drainage Easement". The location of the Drainage Easement with respect to the Property is as shown and described in Exhibit B.

C. As used in this Agreement, the term "Drainage Facilities" shall mean the Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Drainage Easement from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For Four Thousand Eight Hundred Dollars (\$4,800.00) 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, the right to construct, install, maintain, repair, and/or replace Drainage Facilities in the Drainage Easement, 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 Drainage Easement, and/or (iii) for conveying storm waters through the Drainage Easement and the Drainage Facilities, through 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 Drainage Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Drainage Easement that interfere with installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

- (b) Remove any structures or improvements located within the Drainage Easement 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 Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation will be planted, within the Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Drainage Easement 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/or replacement of the Drainage Facilities within the Drainage Easement. 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.

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

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

- (a) The Letter Report 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 (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 the 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 Wisconsin Statutes. For the purposes of any such appeal, the amount paid to the Owner under this Agreement shall be treated as the date of taking and the date of evaluation.

11. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the Owner from and against all losses, damages, liabilities, demands, causes of action, judgements, 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 Drainage Easement 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 the Owner's contractors, consultants, guests, invitees, representatives, or agents.

12. 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.

13. 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 the Owner the monies due the Owner under this Agreement.

14. 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.

15. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto 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.

16. 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.

SIGNATURE PAGE TO FOLLOW

OWNER:

BY: Brent Marciniak
BRENT MARCINIAK

BY: Jennifer Marciniak
JENNIFER MARCINIAK

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this 28th day of October 2025, the above named **BRENT MARCINIAK** and **JENNIFER MARCINIAK**, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of said Owner.

Diane M Penzkowski
Notary Public, State of Wisconsin

Diane M Penzkowski
My Commission expires: 4-14-2028

VILLAGE OF CALEDONIA:

BY: _____
THOMAS R. WEATHERSTON, PRESIDENT

ATTEST: _____
JENNIFER BASS, CLERK

STATE OF WISCONSIN)

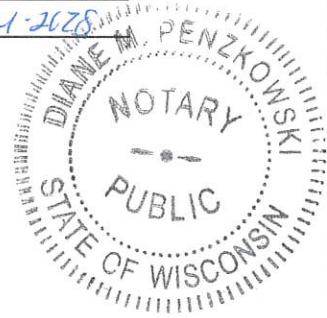
)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above named **THOMAS R. WEATHERSTON, PRESIDENT** and **JENNIFER BASS, CLERK**, of the Village of Caledonia, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, State of Wisconsin

My Commission expires: _____



VILLAGE OF CALEDONIA UTILITY DISTRICT:

BY: _____
HOWARD STACEY, PRESIDENT

BY: _____
KATHLEEN TRENTADUE, SECRETARY

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above named **HOWARD STACEY, PRESIDENT** and **KATHLEEN TRENTADUE, SECRETARY**, of the Village of Caledonia Utility District, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This document drafted by:
Anthony A. Bunkelman P.E.
Public Services Director
Village of Caledonia

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-23-17-650-165

TITLE CO. REFERENCE NO.: 74832

LEGAL DESCRIPTION:

Lot 1 of Certified Survey Map No. 3193, recorded in the office of the Register of Deeds for Racine County, Wisconsin on March 17, 2016 in Volume 10 of Certified Survey Maps, on Page 467, as Document No. 2430427, part of Lot 13, Caledonia Assessors Plat No. 1 and being part of the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 17, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

OWNER:

Jennifer Marciniak and Brent Marciniak, wife and husband

PROPERTY ADDRESS:

2452 5 1/2 Mile Road, Racine, WI 53402

OPEN MORTGAGES:

Mortgage from Jennifer Marciniak and Brent Marciniak, wife and husband to Landmark Credit Union in the amount of \$348,000.00 dated June 14, 2024 and recorded in the office of the Register of Deeds for Racine, Wisconsin on June 17, 2024 as Document No. 2678926.

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

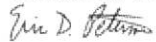
REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$6,531.33, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of September 9, 2025 at 08:00 AM

Landmark Title of Racine, Inc.



Eric D. Peterson

Authorized Signature or Signatory

2452 5 1/2 Mile Road
Racine, WI 53402



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.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Racine County

Owner (s):

**MARCINIAK, JENNIFER
MARCINIAK, BRENT**

Location:

Sect. 17, T4N,R23E

Mailing Address:

**JENNIFER MARCINIAK
BRENT MARCINIAK
2452 5 1/2 MILE RD
RACINE, WI 53402**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

104-04-23-17-650-165 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:

0.9320

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

**PT NW1/4 & SW1/4
CSM 3193 V10 PG467 DOC#2430427
LOT 1
FROM 104042317650065 IN 2016 FOR 2017 ROLL **TOTAL ACRES** 0.932**

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

2452 5 1/2 MILE RD RACINE, WI 53402**Taxes**

1 Lottery credit claimed effective 2/26/2024

Tax History

Tax Year* Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024	\$6,531.33	\$6,531.33	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$7,016.77	\$7,016.77	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$6,262.76	\$6,262.76	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$6,165.14	\$6,165.14	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$6,082.91	\$6,082.91	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$5,711.54	\$5,711.54	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$5,218.80	\$5,218.80	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$5,139.65	\$5,139.65	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

NOTE: Current year tax bills may not be processed by the county.**Interest and penalty on delinquent taxes are calculated to September 30, 2025.**

Assessments

Tax Year: 2024

[Click here for detailed assessment data. \(square footage, year built, building type, etc\)](#)**Real Estate Assessments**

Code	Description	Acres	Land Value	Improvement Value	Total Value
1	Residential	0.970	\$51,700	\$376,900	\$428,600
Total:		0.970	\$51,700	\$376,900	\$428,600

Estimated Fair Market Value:

\$435,800

Average Assessment Ratio:

0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.

** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments

Assessment	Value	Action
16 - GARBAGE COLLECTION	\$124.00	
24 - STORM WATER UTILITY FEE	\$65.25	
25 - RECYCLING	\$70.00	

Attachments**Districts****Other Districts**

Type	Code	District
Special District 4CO	CAL UTILITY WATER	
Special District 4LM	LAKE MICHIGAN STORM (INACTIVE)	
Special District 4CP	CAL UTILITY SEWER	

Documents**Notes**

Parcel History

Permits

Sales History

Survey History

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

**RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE**

MARCINIAK, JENNIFER
MARCINIAK, BRENT

Parcel Number: 104 042317650165
Bill Number: 786213

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

2452 5 1/2 MILE RD
Sec. 17, T4N, R23E
PT NW1/4 & SW1/4CSM 3193 V10 PG467 DOC#2430427LOT
1FROM 104042317650065 IN 2016 FOR 2017 ROLL **TOTAL
ACRES** 0.932

0.932 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 51,700	ASSESSED VALUE IMPROVEMENTS 376,900	TOTAL ASSESSED VALUE 428,600	AVERAGE ASSMT. RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 6272.08																																																																		
ESTIMATED FAIR MARKET VALUE LAND 52,600	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 383,200	TOTAL ESTIMATED FAIR MARKET VALUE 435,800	☐ A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 681.63	GARBAGE COLLECTION 124.00 STORM WATER 65.25 UTILITY FEE RECYCLING 70.00																																																																		
<table><tr><td>TAXING JURISDICTION</td><td>2023 EST. STATE AIDS ALLOCATED TAX DIST.</td><td>2024 EST. STATE AIDS ALLOCATED TAX DIST.</td><td>2023 NET TAX</td><td>2024 NET TAX</td><td>% TAX CHANGE</td></tr><tr><td>RACINE COUNTY</td><td>1,063,188</td><td>1,059,516</td><td>1,257.65</td><td>1,219.92</td><td>-3.0%</td></tr><tr><td>VILLAGE OF CALEDONIA</td><td>2,566,300</td><td>2,622,659</td><td>2,420.32</td><td>2,425.55</td><td>0.2%</td></tr><tr><td>UNIFIED SCHOOL DISTRICT</td><td>48,597,647</td><td>53,668,806</td><td>2,856.20</td><td>2,625.29</td><td>-8.1%</td></tr><tr><td>GATEWAY TEC VTAE</td><td>2,192,529</td><td>2,224,473</td><td>252.00</td><td>244.62</td><td>-2.9%</td></tr><tr><td>CAL UTILITY SEWER</td><td>0</td><td>0</td><td>50.34</td><td>47.94</td><td>-4.8%</td></tr><tr><td>CAL UTILITY WATER</td><td>0</td><td>0</td><td>0.00</td><td>0.00</td><td></td></tr><tr><td>TOTAL</td><td>54,419,664</td><td>59,575,454</td><td>6,836.51</td><td>6,563.32</td><td>-4.0%</td></tr><tr><td>FIRST DOLLAR CREDIT</td><td></td><td></td><td>-73.99</td><td>-69.02</td><td>-6.7%</td></tr><tr><td>LOTTERY AND GAMING CREDIT</td><td></td><td></td><td>0.00</td><td>-222.22</td><td>0.0%</td></tr><tr><td>NET PROPERTY TAX</td><td></td><td></td><td>6,762.52</td><td>6,272.08</td><td>-7.3%</td></tr></table>						TAXING JURISDICTION	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE	RACINE COUNTY	1,063,188	1,059,516	1,257.65	1,219.92	-3.0%	VILLAGE OF CALEDONIA	2,566,300	2,622,659	2,420.32	2,425.55	0.2%	UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	2,856.20	2,625.29	-8.1%	GATEWAY TEC VTAE	2,192,529	2,224,473	252.00	244.62	-2.9%	CAL UTILITY SEWER	0	0	50.34	47.94	-4.8%	CAL UTILITY WATER	0	0	0.00	0.00		TOTAL	54,419,664	59,575,454	6,836.51	6,563.32	-4.0%	FIRST DOLLAR CREDIT			-73.99	-69.02	-6.7%	LOTTERY AND GAMING CREDIT			0.00	-222.22	0.0%	NET PROPERTY TAX			6,762.52	6,272.08	-7.3%
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TOTAL DUE: \$6,531.33 FOR FULL PAYMENT PAY BY: JANUARY 31, 2025 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.																																																																							

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527,008	532.07	2051				

PAY 1ST INSTALLMENT OF: \$3,284.18
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650165
MARCINIAK, JENNIFER
BILL NUMBER: 786213

PAY 2ND INSTALLMENT OF: \$3,247.15
BY JULY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274

PIN# 104 042317650165
MARCINIAK, JENNIFER
BILL NUMBER: 786213

PAY FULL AMOUNT OF: \$6,531.33
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

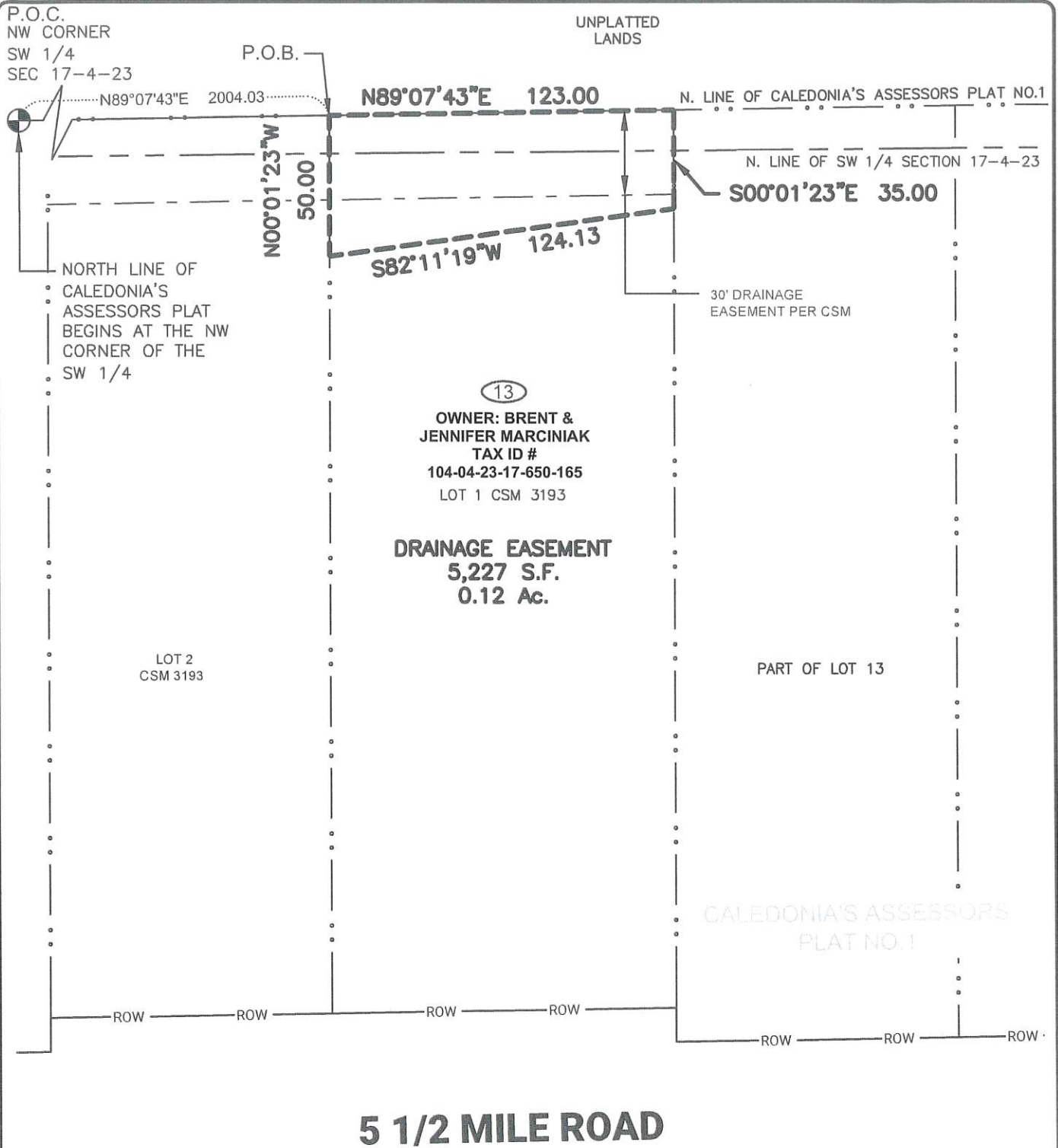
PIN# 104 042317650165
MARCINIAK, JENNIFER
BILL NUMBER: 786213

INCLUDE THIS STUB WITH YOUR PAYMENT

INCLUDE THIS STUB WITH YOUR PAYMENT

INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B



VILLAGE OF CALEDONIA		
DRAINAGE EASEMENT		
BRENT & JENNIFER MARCINIAK		
TAX ID# 104-04-23-17-650-165		
SCALE 		PROJECT ID: 0021C035.00
DATE: 7/20/2021		SHEET 1
PREPARED BY: JDS1		
CHECKED BY: AJM1		

BRENT & JENNIFER MARCINIAK: Tax ID 104-04-23-17-650-165

Drainage Easement

Part of Lot 1 of Certified Survey Map No. 3193, being a part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4, all in Section 17, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section; Thence North 89°07'43" East along the North line of Caledonia's Assessors Plat No.1 a distance of 2004.03 feet to the Northwest corner of Lot 1 of said Certified Survey Map and the point of beginning of lands being described.

Thence continuing North 89°07'43" East along said North line 123.00 feet to the Northeast corner of said Lot 1; thence South 00°01'23" East along the East line of said Lot 1 a distance of 35.00 feet; thence South 82°11'19" West 124.13 feet to the West line of said Lot 1; thence North 00°01'23" West along said West line 50.00 feet to the point of beginning of lands being described.

Containing 5,227 Square feet (0.12 Ac.) of land more or less.

Date: 7/20/2021

Andrew Miazga (S-2826)

MEMORANDUM

DATE: Thursday, November 20, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Authorization of Signatures – Drainage Easement Agreement –
Margaret B. Garman

BACKGROUND INFORMATION

Southern Wisconsin Appraisal has been working on behalf of the Village to obtain the necessary Drainage Easements for the Turtle Creek Restoration Project. Appraisals have been received and distributed to the various owners.

This Drainage Easement document has been returned, executed by the Owner. Margaret B. Garman, parcel 14, has returned the necessary easement for the project.

The appraisal for this Drainage Easement indicated that the Easement has a cost of \$6,600.00. In the invoices for the meeting, there is a pay request for this amount.

In order to record the Drainage Easement, the Commission President and Secretary will need to execute the easement along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement with Margaret B. Garman for the Turtle Creek Restoration Project.

**Drainage Easement Agreement:
Margaret B. Garman**

Document Number

Name and Return Address

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

104-04-23-17-650-066

Parcel Identification Number (PIN)

Owner/Grantor: MARGARET B. GARMAN

Grantees: VILLAGE OF CALEDONIA, a quasi-municipal corporation,
and the VILLAGE OF CALEDONIA UTILITY DISTRICT, a utility district of the Village of Caledonia

Legal Description: See attached Exhibit B

DRAINAGE EASEMENT AGREEMENT:
MARGARET B. GARMAN

This Drainage Easement Agreement ("Agreement") is made the 6th day of November, 2025, by and between **MARGARET B. GARMAN** being an unmarried woman, residing at 2448 5 ½ Mile Road Caledonia, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report 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 a permanent easement (referred to in this Agreement as the "Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Drainage Easement". The location of the Drainage Easement with respect to the Property is as shown and described in Exhibit B.

C. As used in this Agreement, the term "Drainage Facilities" shall mean the Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Drainage Easement from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For Six Thousand Six Hundred Dollars (\$6,600.00) 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, the right to construct, install, maintain, repair, and/or replace Drainage Facilities in the Drainage Easement, 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 Drainage Easement, and/or (iii) for conveying storm waters through the Drainage Easement and the Drainage Facilities, through 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 Drainage Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Drainage Easement that interfere with installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

- (b) Remove any structures or improvements located within the Drainage Easement 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 Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation will be planted, within the Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Drainage Easement 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/or replacement of the Drainage Facilities within the Drainage Easement. 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.

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

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

- (a) The Letter Report 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 (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 the 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 Wisconsin Statutes. For the purposes of any such appeal, the amount paid to the Owner under this Agreement shall be treated as the date of taking and the date of evaluation.

11. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the Owner from and against all losses, damages, liabilities, demands, causes of action, judgements, 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 Drainage Easement 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 the Owner's contractors, consultants, guests, invitees, representatives, or agents.

12. 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.

13. 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 the Owner the monies due the Owner under this Agreement.

14. 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.

15. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto 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.

16. 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.

SIGNATURE PAGE TO FOLLOW

OWNER:

BY:

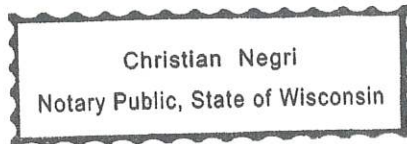
Margaret B. Garman
MARGARET B. GARMAN

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this 13 day of November 2025, the above named **MARGARET B. GARMAN**, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of said Owner.



Christian Negri
Notary Public, State of Wisconsin

Christian Negri
My Commission expires: 2-26-29

VILLAGE OF CALEDONIA:

BY:

THOMAS R. WEATHERSTON, PRESIDENT

ATTEST:

JENNIFER BASS, CLERK

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above named **THOMAS R. WEATHERSTON, PRESIDENT** and **JENNIFER BASS, CLERK**, of the Village of Caledonia, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT:

BY: _____
HOWARD STACEY, PRESIDENT

BY: _____
KATHLEEN TRENTADUE, SECRETARY

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above
named **HOWARD STACEY, PRESIDENT** and **KATHLEEN TRENTADUE, SECRETARY**, of the
Village of Caledonia Utility District, to me known to be the persons who executed the forgoing
instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This document drafted by:
Anthony A. Bunkelman P.E.
Public Services Director
Village of Caledonia

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-22-17-650-066

TITLE CO. REFERENCE NO.: 74833

LEGAL DESCRIPTION:

Part of Lot 13 of Caledonia Assessor's Plat No. 1, according to the recorded thereof described as follows: Commence at the Northeast corner of said Lot 13; run thence South 89° 07' 59" West, 454.68 feet on the North line of said Lot 13; run thence South 00° 01' 09" East 330 feet to the South line of said Lot 13; thence South 89° 07' 59" West 100.00 feet on said South line; thence North 00° 01' 09" West, 330.00 feet to a point; thence North 89° 31' 18" East, 100.00 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

OWNER:

Margaret B. Garman

PROPERTY ADDRESS:

2448 5 1/2 Mile Road, Racine, WI 53402

OPEN MORTGAGES:

Mortgage from Margaret B Garman, an unmarried woman to U.S. Bank National Association in the amount of \$184,900.00 dated August 26, 2019 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 26, 2019 as Document No. 2528834.

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

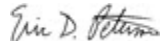
REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$6,350.64, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of September 9, 2025 at 08:00 AM

Landmark Title of Racine, Inc.



Eric D. Peterson
Authorized Signature or Signatory

2448 5 1/2 Mile Road
Racine, WI 53402



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.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Racine County

Owner (s):

GARMAN, MARGARET B

Location:

Sect. 17, T4N,R23E

Mailing Address:

MARGARET B GARMAN

School District:

4620 - UNIFIED SCHOOL DISTRICT

2448 5 1/2 MILE ROAD

CALEDONIA, WI 53402

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

104-04-23-17-650-066 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:

0.7600

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

CALEDONIA'S ASSESSORS PLAT NO. 1 PT LOT 13 DAF COM NE COR LOT 13 TH W454 TO POB TH S330 W100 N330 E100 TO POB FROM PT 004042317650065 IN 90 FOR 91 ROLL **TOTAL ACRES** 00.76

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

2448 5 1/2 MILE RD RACINE, WI 53402

Taxes

1 Lottery credit claimed effective 1/1/2014

Tax History

Tax Year* Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024	\$6,350.64	\$6,350.64	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$6,490.02	\$6,490.02	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$5,402.34	\$5,402.34	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$5,694.83	\$5,694.83	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$5,426.71	\$5,426.71	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$5,063.88	\$5,063.88	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$4,719.90	\$4,719.90	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$4,696.78	\$4,696.78	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$4,623.52	\$4,623.52	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$4,862.66	\$4,862.66	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$4,662.37	\$4,662.37	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$4,850.89	\$4,850.89	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$5,051.64	\$5,051.64	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

Interest and penalty on delinquent taxes are calculated to **September 30, 2025.**

Assessments

Tax Year: 2024
Click here for detailed assessment data. (square footage, year built, building type, etc)

Real Estate Assessments					
Code	Description	Acres	Land Value	Improvement Value	Total Value
1	Residential	0.758	\$53,500	\$363,300	\$416,800
Total:		0.758	\$53,500	\$363,300	\$416,800

Estimated Fair Market Value:
\$423,800
Average Assessment Ratio:
0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.
** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments		
Assessment	Value	Action
16 - GARBAGE COLLECTION	\$124.00	
24 - STORM WATER UTILITY FEE	\$65.25	
25 - RECYCLING	\$70.00	

Attachments

Districts

Other Districts		
Type	Code	District
Special District	4CO	CAL UTILITY WATER
Special District	4LM	LAKE MICHIGAN STORM (INACTIVE)
Special District	4CP	CAL UTILITY SEWER

Documents

Notes

Parcel History

Permits

Sales History

Survey History

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE

GARMAN, MARGARET B



Parcel Number: 104 042317650066
Bill Number: 781489

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

781489/104 042317650066
MARGARET B GARMAN
2448 5 1/2 MILE ROAD
CALEDONIA WI 53402

Location of Property/Legal Description
2448 5 1/2 MILE RD
Sec. 17, T4N, R23E
CALEDONIA'S ASSESSORS PLAT NO. 1 PT LOT 13 DAF COM
NE COR LOT 13 TH W454 TO POB TH S330 W100 N330 E100 TO
POB FROM PT 004042317650065 IN 90 FOR 91 ROLL **TOTAL
ACRES** 00.76

0.760 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 53,500	ASSESSED VALUE IMPROVEMENTS 363,300	TOTAL ASSESSED VALUE 416,800	AVERAGE ASSEMT. RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 6091.39
ESTIMATED FAIR MARKET VALUE LAND 54,400	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 369,400	TOTAL ESTIMATED FAIR MARKET VALUE 423,800	☐ A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 662.87	GARBAGE COLLECTION 124.00 STORM WATER UTILITY FEE 65.25 RECYCLING 70.00
TAXING JURISDICTION					
	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE
RACINE COUNTY	1,063,188	1,059,516	1,211.42	1,186.34	-2.1%
VILLAGE OF CALEDONIA	2,566,300	2,622,659	2,331.35	2,358.77	1.2%
UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	2,751.19	2,553.01	-7.2%
GATEWAY TEC VTAE	2,192,529	2,224,473	242.73	237.89	-2.0%
CAL UTILITY SEWER	0	0	48.49	46.62	-3.9%
CAL UTILITY WATER	0	0	0.00	0.00	
TOTAL	54,419,664	59,575,454	6,585.18	6,382.63	-3.1%
FIRST DOLLAR CREDIT			-73.99	-69.02	-6.7%
LOTTERY AND GAMING CREDIT			-275.42	-222.22	-19.3%
NET PROPERTY TAX			6,235.77	6,091.39	-2.3%
TOTAL DUE: \$6,350.64 FOR FULL PAYMENT PAY BY: JANUARY 31, 2025 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.					

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527,008	517.43	2051				

PAY 1ST INSTALLMENT OF: \$3,193.84
BY JANUARY 31, 2025
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402
PIN# 104 042317650066
GARMAN, MARGARET B
BILL NUMBER: 781489

PAY 2ND INSTALLMENT OF: \$3,156.80
BY JULY 31, 2025
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274
PIN# 104 042317650066
GARMAN, MARGARET B
BILL NUMBER: 781489

PAY FULL AMOUNT OF: \$6,350.64
BY JANUARY 31, 2025
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402
PIN# 104 042317650066
GARMAN, MARGARET B
BILL NUMBER: 781489



INCLUDE THIS STUB WITH YOUR PAYMENT



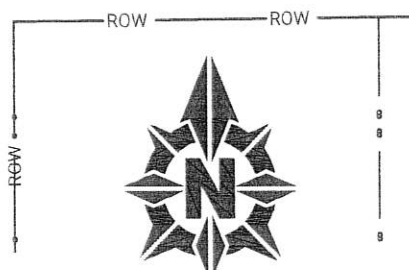
INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT

7/26/2021 8:25 AM AJM1 C:\ow\workdl\ow\lct\ed_alm1\d0511168\Turtle Creek Storm Easement.dwg

WHITEWATER ST.


Foth

1

MARGARET B GARMAN: Tax ID 104-04-23-17-650-066

Drainage Easement

Land being a part of Lot 13 of Caledonia's Assessors Plat No.1, being part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section; Thence North 89°07'43" East along the North line of Caledonia's Assessors Plat No.1 a distance of 2127.03 feet to the Northeast corner of Lot 1 of Certified Survey Map No. 3193, being the point of beginning of lands being described.

Thence continuing North 89°07'43" East along said North line 101.20 feet; thence South 00°01'23" East 45.00 feet; thence North 85°13'14" West 101.54 feet to the East line of Said lot 1; thence North 00°01'23" West along said East line 35.00 feet to the point of beginning of lands being described.

Containing 4,048 Square feet (0.09 Ac.) of land more or less.

Date: 7/20/2021

Andrew Miazga (S-2826)

MEMORANDUM

DATE: Thursday, November 20, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Authorization of Signatures – Drainage Easement Agreement – Daniel L. & Ann M. Wachs

BACKGROUND INFORMATION

Southern Wisconsin Appraisal has been working on behalf of the Village to obtain the necessary Drainage Easements for the Turtle Creek Restoration Project. Appraisals have been received and distributed to the various owners.

This Drainage Easement document has been returned, executed by the Owner. Daniel L. & Ann M. Wachs, parcel 7, have returned the necessary easement for the project.

The appraisal for this Drainage Easement indicated that the Easement has a cost of \$25,800.00. In the invoices for the meeting, there is a pay request for this amount.

In order to record the Drainage Easement, the Commission President and Secretary will need to execute the easement along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement with Daniel L. & Ann M. Wachs for the Turtle Creek Restoration Project.

**Drainage Easement Agreement:
Daniel L. & Ann M. Wachs**

Document Number

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

104-04-23-17-650-005
Parcel Identification Number (PIN)

Owner/Grantor: DANIEL L. and ANN M. WACHS

Grantees: VILLAGE OF CALEDONIA, a quasi-municipal corporation
and the VILLAGE OF CALEDONIA UTILITY DISTRICT, a utility district of the Village of Caledonia

DRAINAGE EASEMENT AGREEMENT:
DANIEL L. & ANN M. WACHS

This Drainage Easement Agreement ("Agreement") is made the _____ day of _____, 2025, by and between **DANIEL L. and ANN M. WACHS** being husband & wife, residing at 2920 5 ½ Mile Road Caledonia, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report 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 a permanent easement (referred to in this Agreement as the "Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Drainage Easement". The location of the Drainage Easement with respect to the Property is as shown and described in Exhibit B.

C. As used in this Agreement, the term "Drainage Facilities" shall mean the Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Drainage Easement from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For Twenty Five Thousand Eight Hundred Dollars (\$25,800.00) 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, the right to construct, install, maintain, repair, and/or replace Drainage Facilities in the Drainage Easement, 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 Drainage Easement, and/or (iii) for conveying storm waters through the Drainage Easement and the Drainage Facilities, through 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 Drainage Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Drainage Easement that interfere with installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

- (b) Remove any structures or improvements located within the Drainage Easement 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 Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation will be planted, within the Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Drainage Easement 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/or replacement of the Drainage Facilities within the Drainage Easement. 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.

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

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

- (a) The Letter Report 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 (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 the 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 Wisconsin Statutes. For the purposes of any such appeal, the amount paid to the Owner under this Agreement shall be treated as the date of taking and the date of evaluation.

11. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the 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 Drainage Easement 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 the Owner's contractors, consultants, guests, invitees, representatives, or agents.

12. 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.

13. 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 the Owner the monies due the Owner under this Agreement.

14. 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.

15. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto 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.

16. 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.

SIGNATURE PAGE TO FOLLOW

OWNER:

BY:

DANIEL L. WACHS

BY:

ANN M. WACHS

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this 18th day of November 2025, the above named **DANIEL L. WACHS and ANN M. WACHS**, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of said Owner.



Stacey Salvo

Notary Public, State of Wisconsin

Stacey Salvo

My Commission expires: 12-13-2028

VILLAGE OF CALEDONIA:

BY:

THOMAS R. WEATHERSTON, PRESIDENT

ATTEST:

JENNIFER BASS, CLERK

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above named **THOMAS R. WEATHERSTON, PRESIDENT and JENNIFER BASS, CLERK**, of the Village of Caledonia, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT:

BY: _____
HOWARD STACEY, PRESIDENT

BY: _____
KATHLEEN TRENTADUE, SECRETARY

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above named **HOWARD STACEY, PRESIDENT** and **KATHLEEN TRENTADUE, SECRETARY**, of the Village of Caledonia Utility District, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This document drafted by:
Anthony A. Bunkelman P.E.
Public Services Director
Village of Caledonia

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-23-17-650-005

TITLE CO. REFERENCE NO.: 74826

LEGAL DESCRIPTION:

Lot 2, in Caledonia Assessors Plat No. 1, being a part of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 4 North, Range 23 East. Said land being in the Village of Caledonia, Racine County, Wisconsin.

OWNER:

Daniel L. Wachs and Ann M. Wachs

PROPERTY ADDRESS:

2920 5 1/2 Mile Road, Racine, WI 53402

OPEN MORTGAGES:

Mortgage from Ann M. Wachs, a single person to Wells Fargo Bank, N.A. in the amount of \$46,016.00 dated January 26, 2015 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 10, 2015 as Document No. 2400110.

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

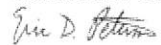
REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$3,212.91, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of September 9, 2025 at 08:00 AM

Landmark Title of Racine, Inc.



Eric D. Peterson
Authorized Signature or Signatory

2920 5 1/2 Mile Road
Racine, WI 53402



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.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Racine County

Owner (s):

WACHS, DANIEL L
WACHS, ANN M

Location:

Sect. 17, T4N,R23E

Mailing Address:

DANIEL L WACHS
ANN M WACHS
2920 5 1/2 MILE ROAD
RACINE, WI 53402

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

104-04-23-17-650-005 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:

2.5200

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

CALEDONIA'S ASSESSORS PLAT NO. 1 LOT 2 FROM 042317056000 IN 86 **TOTAL ACRES** 2.52

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

2920 5 1/2 MILE RD RACINE, WI 53402

Taxes

1 Lottery credit claimed effective 1/1/2014

Tax History

Tax Year* Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024	\$3,212.91	\$3,212.91	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$3,058.63	\$3,058.63	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$3,227.82	\$3,227.82	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$3,189.08	\$3,189.08	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$2,843.36	\$2,843.36	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$2,640.54	\$2,640.54	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$2,682.14	\$2,682.14	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$3,115.51	\$3,115.51	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$3,369.14	\$3,369.14	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$3,099.75	\$3,099.75	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$3,411.99	\$3,411.99	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$3,409.19	\$3,409.19	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$2,765.57	\$2,765.57	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

Interest and penalty on delinquent taxes are calculated to **September 30, 2025.**

Assessments

Tax Year: 2024
Click here for detailed assessment data. (square footage, year built, building type, etc)

Real Estate Assessments					
Code	Description	Acres	Land Value	Improvement Value	Total Value
1	Residential	3.346	\$78,000	\$133,900	\$211,900
Total:		3.346	\$78,000	\$133,900	\$211,900

Estimated Fair Market Value:
\$215,400
Average Assessment Ratio:
0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.
** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments		
Assessment	Value	Action
16 - GARBAGE COLLECTION	\$124.00	
24 - STORM WATER UTILITY FEE	\$65.25	
25 - RECYCLING	\$70.00	

Attachments

Districts

Other Districts		
Type	Code	District
Special District	4CO	CAL UTILITY WATER
Special District	4LM	LAKE MICHIGAN STORM (INACTIVE)
Special District	4CP	CAL UTILITY SEWER

- Documents**
- Notes**
- Parcel History**
- Permits**
- Sales History**
- Survey History**

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE

WACHS, DANIEL L
WACHS, ANN M

Parcel Number: 104 042317650005
Bill Number: 781479

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description
2920 5 1/2 MILE RD
Sec. 17, T4N, R23E
CALEDONIA'S ASSESSORS PLAT NO. 1 LOT 2 FROM
042317056000 IN 86 **TOTAL ACRES** 2.52
2.520 ACRES

781479/104 042317650005
DANIEL L WACHS
ANN M WACHS
2920 5 1/2 MILE ROAD
RACINE WI 53402

Please inform treasurer of address changes.

ASSESSED VALUE LAND 78,000	ASSESSED VALUE IMPROVEMENTS 133,900	TOTAL ASSESSED VALUE 211,900	AVERAGE ASSMT RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 2953.66
ESTIMATED FAIR MARKET VALUE LAND 79,300	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 136,100	TOTAL ESTIMATED FAIR MARKET VALUE 215,400	☐ A star in this box means unpaid prior year taxes	School taxes also reduced by school levy tax credit 337.00	GARBAGE COLLECTION 124.00 STORM WATER UTILITY FEE 65.25 RECYCLING 70.00
TAXING JURISDICTION	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE
RACINE COUNTY	1,063,188	1,059,516	580.18	603.13	4.0%
VILLAGE OF CALEDONIA	2,566,300	2,622,659	1,116.53	1,199.19	7.4%
UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	1,317.61	1,297.94	-1.5%
GATEWAY TEC VTAE	2,192,529	2,224,473	116.25	120.94	4.0%
CAL UTILITY SEWER	0	0	23.22	23.70	2.1%
CAL UTILITY WATER	0	0	0.00	0.00	
TOTAL	54,419,664	59,575,454	3,153.79	3,244.90	2.9%
FIRST DOLLAR CREDIT			-73.99	-69.02	-6.7%
LOTTERY AND GAMING CREDIT			-275.42	-222.22	-19.3%
NET PROPERTY TAX			2,804.38	2,953.66	5.3%
TOTAL DUE: \$3,212.91 FOR FULL PAYMENT PAY BY: JANUARY 31, 2025					Warning: if not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527,008	263.06	2051				

PAY 1ST INSTALLMENT OF: \$1,624.97
BY JANUARY 31, 2025
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402
PIN# 104 042317650005
WACHS, DANIEL L
BILL NUMBER: 781479

PAY 2ND INSTALLMENT OF: \$1,587.94
BY JULY 31, 2025
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274
PIN# 104 042317650005
WACHS, DANIEL L
BILL NUMBER: 781479

PAY FULL AMOUNT OF: \$3,212.91
BY JANUARY 31, 2025
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402
PIN# 104 042317650005
WACHS, DANIEL L
BILL NUMBER: 781479

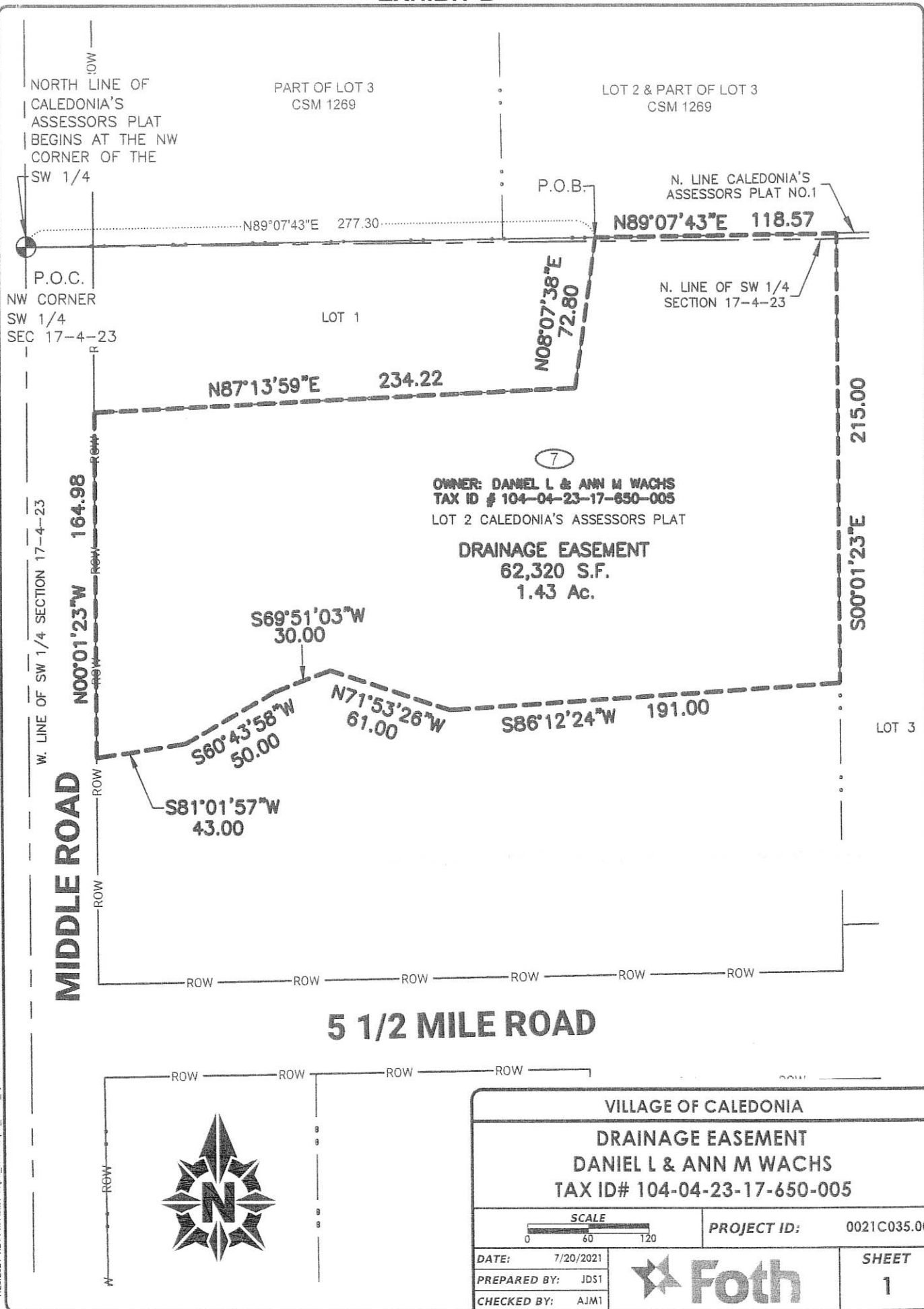
INCLUDE THIS STUB WITH YOUR PAYMENT

INCLUDE THIS STUB WITH YOUR PAYMENT

INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B

7/20/2021 1:24 PM AJM1 C:\pw_work\hwy_let\ad_ajm1\00511181Turtle Creek Storm Easement.dwg



Daniel L. & Ann M. Wachs: Tax ID 104-04-23-17-650-005

Drainage Easement

Land being a part of Lot 2 of Caledonia's Assessors Plat No.1, being part of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4, all in Section 17, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section; Thence North 89°07'43" East along the North line of Caledonia's Assessors Plat No.1 a distance of 277.30 feet to the point of beginning of lands being described.

Thence continuing North 89°07'43" East along said North line 118.57 feet to the West line of Lot 3 of said Assessors Plat; thence South 00°01'23" East along said West line 215.00 feet; thence South 86°12'24" West 191.00 feet; thence North 71°53'26" West 61.00 feet; thence South 69°51'03" West 30.00 feet; thence South 60°43'58" West 50.00 feet; thence South 81°01'57" West 43.00 feet to the East right-of-way line of "Middle Road"; thence North 00°01'23" West along said East right-of-way line 164.98 feet to the South line of Lot 1 of said Assessors Plat; thence North 87°13'59" East along said South line 234.22 feet to the East line of said Lot; thence North 08°07'38" East along said East line 72.80 feet to the point of beginning of lands being described.

Containing 62,320 Square feet (1.43 Ac.) of land more or less.

Date: 7/20/2021

Andrew Miazga (S-2826)

MEMORANDUM

DATE: Thursday, November 20, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Authorization of Signatures – Drainage Easement Agreement – Allan M. Kunda & Linda L. Kunda 2007 Revocable Trust

BACKGROUND INFORMATION

Southern Wisconsin Appraisal has been working on behalf of the Village to obtain the necessary Drainage Easements for the Turtle Creek Restoration Project. Appraisals have been received and distributed to the various owners.

This Drainage Easement document has been returned, executed by the Owner. The Allan M. Kunda & Linda L. Kunda 2007 Revocable Trust, parcel 3, has returned the necessary easement for the project.

The appraisal for this Drainage Easement indicated that the Easement has a cost of \$8,400.00. In the invoices for the meeting, there is a pay request for this amount.

In order to record the Drainage Easement, the Commission President and Secretary will need to execute the easement along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement with the Allan M. Kunda & Linda L. Kunda 2007 Revocable Trust for the Turtle Creek Restoration Project.

Document Number

**Drainage Easement Agreement:
Allan M. Kunda & Lynn L. Kunda
2007 Revocable Trust**

Name and Return Address

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

104-04-23-17-650-030

Parcel Identification Number (PIN)

Owner/Grantor: Allan M. Kunda and Lynn L. Kunda,
Trustees of the Allan M. Kunda and Lynn L. Kunda 2007 Revocable Trust

Grantees: VILLAGE OF CALEDONIA, a quasi-municipal corporation
and the VILLAGE OF CALEDONIA UTILITY DISTRICT, a utility district of the Village of Caledonia

DRAINAGE EASEMENT AGREEMENT:
ALLAN M. KUNDA & LYNN L. KUNDA 2007 REVOCABLE TRUST

This Drainage Easement Agreement ("Agreement") is made the _____ day of _____, 2025, by and between the **ALLAN M. KUNDA and LYNN L. KUNDA 2007 REVOCABLE TRUST**, with Allan M. Kunda and Lynn L. Kunda being the Trustees of said Trust, residing at 2800 5 ½ Mile Road Caledonia, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report 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 a permanent easement (referred to in this Agreement as the "Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Drainage Easement." The location of the Drainage Easement with respect to the Property is as shown and described in Exhibit B.

C. As used in this Agreement, the term "Drainage Facilities" shall mean the Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Drainage Easement from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For Eight Thousand Four Hundred Dollars (\$8,400.00) 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, the right to construct, install, maintain, repair, and/or replace Drainage Facilities in the Drainage Easement, 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 Drainage Easement, and/or (iii) for conveying storm waters through the Drainage Easement and the Drainage Facilities, through 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 Drainage Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Drainage Easement that interfere with installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or

replacement of the Drainage Facilities within the Drainage Easement.

- (b) Remove any structures or improvements located within the Drainage Easement 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 Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation will be planted, within the Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Drainage Easement 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/or replacement of the Drainage Facilities within the Drainage Easement. 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.

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

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

- (a) The Letter Report 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 (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 the 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 Wisconsin Statutes. For the purposes of any such appeal, the amount paid to the Owner under this Agreement shall be treated as the date of taking and the date of evaluation.

11. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the Owner from and against all losses, damages, liabilities, demands, causes of action, judgements, 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 Drainage Easement 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 the Owner's contractors, consultants, guests, invitees, representatives, or agents.

12. 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.

13. 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 the Owner the monies due the Owner under this Agreement.

14. 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.

15. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto 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.

16. 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.

SIGNATURE PAGE TO FOLLOW

OWNER:

BY:

ALLAN M. KUNDA, TRUSTEE OF
the ALLAN M. KUNDA and LYNN L. KUNDA 2007 REVOCABLE TRUST

BY:

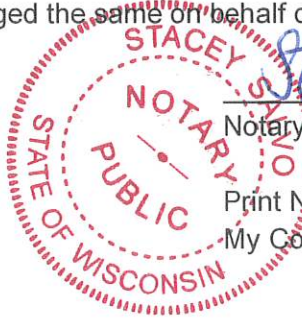
LYNN L. KUNDA, TRUSTEE OF
the ALLAN M. KUNDA and LYNN L. KUNDA 2007 REVOCABLE TRUST

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this 19th day of November 2025, the above
named **ALLAN M. KUNDA and LYNN L. KUNDA TRUSTEES OF the ALLAN M. KUNDA and
LYNN L. KUNDA 2007 REVOCABLE TRUST**, to me known to be the persons who executed the
forgoing instrument and acknowledged the same on behalf of said Owner.



Stacey Silvio
Notary Public, State of Wisconsin

Print Name: Stacey Silvio

My Commission expires: 12-13-2028

VILLAGE OF CALEDONIA:

BY:

THOMAS R. WEATHERSTON, PRESIDENT

ATTEST:

JENNIFER BASS, CLERK

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above
named **THOMAS R. WEATHERSTON, PRESIDENT and JENNIFER BASS, CLERK**, of the Village
of Caledonia, to me known to be the persons who executed the forgoing instrument and
acknowledged the same on behalf of the Village of Caledonia.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT:

BY: _____
 HOWARD STACEY, PRESIDENT

BY: _____
 KATHLEEN TRENTADUE, SECRETARY

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above
named **HOWARD STACEY, PRESIDENT** and **KATHLEEN TRENTADUE, SECRETARY**, of the
Village of Caledonia Utility District, to me known to be the persons who executed the forgoing
instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This document drafted by:
Anthony A. Bunkelman P.E.
Public Services Director
Village of Caledonia

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-23-17-650-030

TITLE CO. REFERENCE NO.: 74822

LEGAL DESCRIPTION:

The part of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 4 North, Range 23 East, and more particularly described as follows: Commence at the Southwest corner of said 1/4 Section; thence North 89° 07' 59" East, recorded as North 89° 21' East, along the North line of 5-1/2 Mile Road said North being 33 feet North of the centerline of 5 1/2 Mile Road as monumented and occupied 848.80 feet to 1" diameter iron pipe marking the point of beginning of this description; thence North 00° 01' 09" West 330 feet to a 1" diameter iron pipe marking a point on the North line of said 1/4 Section; thence North 89° 07' 59" East, along said North line 100.00 feet to a 1" diameter iron pipe, thence South 00° 01' 09" East 330.00 feet to a 1" diameter pipe marking a point of the North line of said 5-1/2 Mile Road; Thence South 89° 07' 59" West along said North line 100.00 feet to the point of beginning. Said land lying and being in the Village of Caledonia, Racine County, Wisconsin. Now known as: Lot 6, Caledonia's Assessors Plat No. 1 being part of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 4 North, Range 23 East. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

AND

That part of the Northwest 1/4 Section 17, Township 4 North, Range 23 East, bounded as follows: Commencing at the Northeast corner of Lot 6, in Caledonia's Assessor's Plat No. 1, being a Subdivision of the Southwest 1/4 of said Section 17; thence North 89° 07' 59" East, 195 feet; thence North 00° 01' 09" West, 333.41 feet thence South 89° 07' 59" West 276.53 feet; thence South 26° 50' 16" West, 78.56 feet; thence South 62° 07' 46", West 70.12 feet; thence South 79° 41' 58" West 94.18 feet; thence South 25 ° 35' 39" West 241.89 feet; thence North 89° 07' 59" East, 376.28 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

OWNER:

Allan M. Kunda and Lynn L. Kunda, Trustees of the Allan M. Kunda and Lynn L. Kunda 2007 Revocable Trust

PROPERTY ADDRESS:

2800 S 5 1/2 Mile Road, Caledonia, WI 53402

OPEN MORTGAGES:

Mortgage from Allan M. Kunda and Lynn L. Kunda, Trustees of the Allan M. Kunda and Lynn L. Kunda 2007 Revocable Trust to Johnson Bank in the amount of \$140,650.00 dated December 13, 2017 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on December 27, 2017 as Document No. 2483104.

Mortgage from Allan M. Kunda and Lynn L. Kunda and their Successors in Office, as Co-Trustees of the Allan M. Kunda and Lynn L. Kunda Trust to Johnson Bank in the amount of \$120,00.00 dated March 12, 2021 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on March 29, 2021 as Document No. 2586276.

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

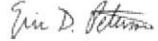
REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$5,171.49, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of September 9, 2025 at 08:00 AM

Landmark Title of Racine, Inc.



Eric D. Peterson

Authorized Signature or Signatory

2800 S 5 1/2 Mile Road
Caledonia, WI 53402



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.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Racine County

Owner (s):

**ALLAN M & LYNN L KUNDA 2007
REVOCABLE TRUST**

Location:

Sect. 17, T4N,R23E

Mailing Address:

**ALLAN M & LYNN L KUNDA 2007
REVOCABLE TRUST**

School District:

4620 - UNIFIED SCHOOL DISTRICT**2800 5 1/2 MILE RD****RACINE, WI 53402-0000**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

104-04-23-17-650-030 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:

4.1300

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

**CALEDONIA'S ASSESSORS PLAT NO 1 LOT 6 & COM NE COR LOT 6 E195 N333 W276 SW78 SW70
SW94 SW241 E376 TO POB FROM 042317056007 IN 86 PT FROM 104042317043000 IN 2012 FOR 2013 ROLL
TOTAL ACRES 4.13**

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

2800 5 1/2 MILE RD RACINE, WI 53402**Taxes**

1 Lottery credit claimed effective 1/1/2014

Tax History

Tax Year* Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024	\$5,171.49	\$5,171.49	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$5,369.77	\$5,369.77	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$4,844.26	\$4,844.26	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$4,364.77	\$4,364.77	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$4,606.35	\$4,606.35	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$4,294.32	\$4,294.32	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$3,807.55	\$3,807.55	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$3,799.03	\$3,799.03	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$3,738.37	\$3,738.37	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$3,961.75	\$3,961.75	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$3,799.37	\$3,799.37	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$3,939.40	\$3,939.40	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

Tax Year* Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2012	\$4,094.78	\$4,094.78	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

Interest and penalty on delinquent taxes are calculated to **September 30, 2025.**

Assessments

Tax Year: 2024

[Click here for detailed assessment data. \(square footage, year built, building type, etc\)](#)

Real Estate Assessments

Code	Description	Acres	Land Value	Improvement Value	Total Value
1	Residential	0.758	\$53,500	\$285,400	\$338,900
4	Agriculture	3.372	\$900	\$0	\$900
Total:		4.130	\$54,400	\$285,400	\$339,800

Estimated Fair Market Value:

\$344,600

Average Assessment Ratio:

0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.

** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments

Assessment	Value	Action
16 - GARBAGE COLLECTION	\$124.00	
24 - STORM WATER UTILITY FEE	\$65.25	
25 - RECYCLING	\$70.00	

Attachments

Districts

Other Districts

Type	Code	District
Special District	4CO	CAL UTILITY WATER
Special District	4LM	LAKE MICHIGAN STORM (INACTIVE)
Special District	4CP	CAL UTILITY SEWER

Documents

Notes

Parcel History

Permits

Sales History

Survey History

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

**RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE**

ALLAN M & LYNN L KUNDA 2007 REVOCABLE TRUST



Parcel Number: 104 042317650030
Bill Number: 781483

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

2800 5 1/2 MILE RD
Sec. 17, T4N, R23E
CALEDONIA'S ASSESSORS PLAT NO 1 LOT 6 & COM NE COR
LOT 6 E19S N333 W276 SW78 SW70 SW94 SW241 E376 TO POB
FROM 042317056007 IN 86 PT FROM 104042317043000 IN 2012
FOR 2013 ROLL **TOTAL ACRES** 4.13
4.130 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 54,400	ASSESSED VALUE IMPROVEMENTS 285,400	TOTAL ASSESSED VALUE 339,800	AVERAGE ASSMT. RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 4912.24																																																
ESTIMATED FAIR MARKET VALUE LAND 54,400	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS See Reverse, Use Value Assessment 290,200	TOTAL ESTIMATED FAIR MARKET VALUE 344,600	☐ A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 540.41	GARBAGE COLLECTION 124.00 STORM WATER UTILITY FEE 65.25 RECYCLING 70.00																																																
<table><tr><th>TAXING JURISDICTION</th><th>2023 EST. STATE AIDS ALLOCATED TAX DIST.</th><th>2024 EST. STATE AIDS ALLOCATED TAX DIST.</th><th>2023 NET TAX</th><th>2024 NET TAX</th><th>% TAX CHANGE</th></tr><tr><td>RACINE COUNTY</td><td>1,063,188</td><td>1,059,516</td><td>1,005.34</td><td>967.17</td><td>-3.8%</td></tr><tr><td>VILLAGE OF CALEDONIA</td><td>2,566,300</td><td>2,622,659</td><td>1,934.74</td><td>1,923.01</td><td>-0.6%</td></tr><tr><td>UNIFIED SCHOOL DISTRICT</td><td>48,597,647</td><td>53,668,806</td><td>2,283.17</td><td>2,081.36</td><td>-8.8%</td></tr><tr><td>GATEWAY TEC VTAE</td><td>2,192,529</td><td>2,224,473</td><td>201.44</td><td>193.94</td><td>-3.7%</td></tr><tr><td>CAL UTILITY SEWER</td><td>0</td><td>0</td><td>40.24</td><td>38.00</td><td>-5.6%</td></tr><tr><td>CAL UTILITY WATER</td><td>0</td><td>0</td><td>0.00</td><td>0.00</td><td></td></tr><tr><td>TOTAL</td><td>54,419,664</td><td>59,575,454</td><td>5,464.93</td><td>5,203.48</td><td>-4.8%</td></tr></table>						TAXING JURISDICTION	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE	RACINE COUNTY	1,063,188	1,059,516	1,005.34	967.17	-3.8%	VILLAGE OF CALEDONIA	2,566,300	2,622,659	1,934.74	1,923.01	-0.6%	UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	2,283.17	2,081.36	-8.8%	GATEWAY TEC VTAE	2,192,529	2,224,473	201.44	193.94	-3.7%	CAL UTILITY SEWER	0	0	40.24	38.00	-5.6%	CAL UTILITY WATER	0	0	0.00	0.00		TOTAL	54,419,664	59,575,454	5,464.93	5,203.48	-4.8%
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TOTAL	54,419,664	59,575,454	5,464.93	5,203.48	-4.8%																																																
FIRST DOLLAR CREDIT			-73.99	-69.02	-6.7%																																																
LOTTERY AND GAMING CREDIT			-275.42	-222.22	-19.3%																																																
NET PROPERTY TAX			5,115.52	4,912.24	-4.0%																																																

TOTAL DUE: \$5,171.49

FOR FULL PAYMENT

PAY BY:

JANUARY 31, 2025

Warning: If not paid by due dates,
installment option is lost and total tax is
delinquent subject to interest and, if
applicable, penalty.
Failure to pay on time. See reverse.

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527,008	421.84	2051				

PAY 1ST INSTALLMENT OF: \$2,604.26

BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650030

ALLAN M & LYNN L KUNDA 2007 REVOCABLE
TRUST
BILL NUMBER: 781483

PAY 2ND INSTALLMENT OF: \$2,567.23

BY JULY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274

PIN# 104 042317650030

ALLAN M & LYNN L KUNDA 2007 REVOCABLE
TRUST
BILL NUMBER: 781483

PAY FULL AMOUNT OF: \$5,171.49

BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650030

ALLAN M & LYNN L KUNDA 2007 REVOCABLE
TRUST
BILL NUMBER: 781483



INCLUDE THIS STUB WITH YOUR PAYMENT

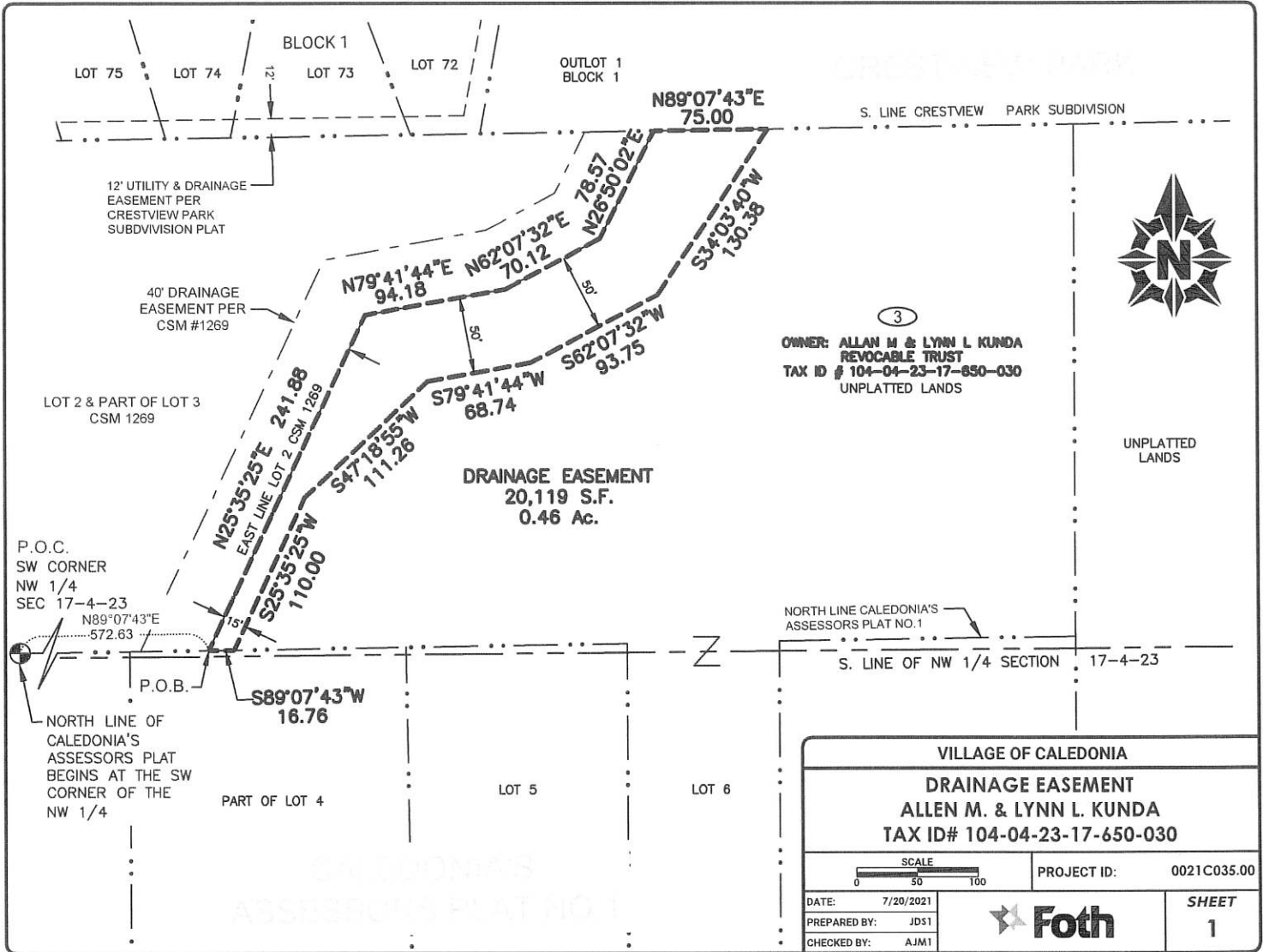


INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B



Allen M. & Lynn L. Kunda: Tax ID 104-04-23-17-650-030

Drainage Easement

Part of the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin described as follows:

Commencing at the Southwest corner of said Northwest 1/4; thence North 89°07'43" East 572.63 feet to the Southeast corner of Lot 2 of Certified Survey Map No. 1269 and the point of beginning of lands being described.

Thence North 25°35'25" East along the East line of said Lot 2 a distance of 241.88 feet; thence North 79°41'44" East along said East line 94.18 feet; thence North 62°07'32" East along said East line 70.12 feet; thence North 26°50'02" East 78.57 feet to the South line of Crestview Park Subdivision; thence North 89°07'43" East along said South line 75.00 feet; thence South 34°03'40" West 130.38 feet; thence South 62°07'32" West along a line being 50 feet South of and parallel to the said Lot 2 a distance of 93.75 feet; thence South 79°41'44" West along said 50 foot parallel line a distance of 68.74 feet; thence South 47°18'55" West 111.26 feet; thence South 25°35'25" West along a line being 15 feet East of and parallel to the East line of said Lot 2 a distance of 110.00 feet to the North line of Caledonia's Assessors Plat No. 1; thence South 89°07'43" West along said North line 16.76 feet to the point of beginning of lands being described.

Containing 20,119 Square feet (0.46 Ac.) of land more or less.

Date: 7/20/2021

Andrew Miazga (S-2826)

MEMORANDUM

DATE: Thursday, November 20, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director



RE: Racine Water Wholesale Meter Upgrade & Wholesale Water Service Agreement Amendment

BACKGROUND INFORMATION

While recently looking at the Intergovernmental Wholesale Water Service Agreement with the Racine Water Utility, it was discovered that the meter reading technology the Racine Water Utility has does not meet the language that is in the Agreement. The Agreement has clauses about Use in Excess of the Maximum Hourly Delivery Volumes. After the first year of the Agreement (Agreement signed in 2013, so after 2014) if the Maximum Hourly Delivery Volume is exceeded for more than 10 minutes, then for every hour the maximum hourly flow rate is exceeded after the 10-minute grace period, Excessive Demand Charges are to be charged. Excessive Demand Charges range from \$10,000 per hour to \$50,000 per hour.

The meter reading technology that is currently deployed only can read the meters every hour when the staff goes out to read them. The most current meter reading technology available today, can read a meter every 15 minutes. It has been suggested between the staffs, that the wholesale water meters be replaced and the newer technology meters and endpoints be installed. When these meters and endpoints are replaced with newer technology, the plan is to allow Caledonia access to the meter reading software (Beacon, web based and the same as Caledonia's meter reading software) to monitor usage and set alarms with an email to notify Caledonia of a potential Excessive Demand Charges situation.

It has also been recommended/discussed between the staffs that the language in the Agreement be changed to mirror the current technology of today, increase the grace period from 10 minutes to 90 minutes (2 consecutive reads above the maximum, then 60 minutes to react to correct the situation) with an email notice, and changing the current Maximum Day Delivery Volumes and Maximum Hourly Delivery Volumes that are currently identified by each of the 7 connection points, to the 3 pressure zones.

The estimated cost for the meters and endpoints is \$29,442.36. This does not include the work of changing the meters and endpoints, any site changes to have the endpoints have cellular technology, and any programming necessary to set up alarms, determine flow for each pressure zone, and send out an email notice. It is anticipated that these costs could be up to \$30,000 or more, depending on the locations of the meter pits and road materials. It has been discussed by staff that the costs of these meter upgrades be cost shared between the communities.

This appears to be a fair agreement but will need to be approved by both the Caledonia Utility District and the Racine Water Utility. It is recommended that the Caledonia Utility District offers cost sharing with the Racine Water Utility 50% of the total cost to perform the work with a not to exceed amount of \$30,000.

RECOMMENDATION

Move to have the Caledonia Utility District offer a 50% cost share of the Water Meter Upgrade for the Wholesale Water Meters with the Racine Water Utility with a not to exceed cost of \$30,000 with the condition of similar terms of combining the connection points to pressure zones, updating the language for available technology, and adjusting the grace period to 90 minutes.

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID** 00482400
RACINE WATER & WASTEWATER UTIL
800 CENTER ST ROOM 227
RACINE
Wisconsin , 534031481

Revised Date:
Pricing Effective Dates: 11-10-2025 - 02-09-2026

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
006123 LUIS VAZQUEZ	Racine Water Large Meter Upgrade	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 111-7107 Customer Part: 10" TSM Only Cat String: TS-TKA-PT2-XX-X-T1-C3-XXXX-XXXXX-XXX-XX-XX-XX-XX-BAU Description: TSM, 10" Rnd, 316SS-2, SN DSq LB & PBB, RACINE (ID=482400), 1 PACK,	2	7,174.40	14,348.80
2	BMI Part No.: 116-6916 Customer Part: 10" TSM Cellular (HLG) Cat String: R4-TK1-M1BI-2B1-8JD-TN-AG-TH-AA-BAU Description: R4 - REGISTRATION FOR: 10" TSM, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 FT3, D - 100 TN - DEF SQ BRCD IN, DEF SQ OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), BAU - RACINE WATER & WASTEWATER UTIL (ID=482400)	6	236.00	1,416.00
3	BMI Part No.: 111-0027 Customer Part: 6" TSM Meter Only Cat String: TS-THB-PT1-XX-X-T1-C3-XXXX-XXXXX-XXX-XX-XX-XX-XX-BAU Description: TSM, 6" Rnd w/TP, 316SS-1, SN DSq LB & PBB, RACINE (ID=482400), 1 PACK,	1	4,996.20	4,996.20
4	BMI Part No.: 116-6917 Customer Part: 6" TSM Cellular (HLG) Cat String: R4-TH1-M1BI-2B1-8JD-TN-AG-TH-AA-BAU Description: R4 - REGISTRATION FOR: 6" TSM, HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 FT3, D - 100 TN - DEF SQ BRCD IN, DEF SQ OUT Pit/Remote Thru Lid Kit, TWIST TIGHT - 10 FT (MTR, ASSY), AA - Ground/Ocean (Paused), BAU - RACINE WATER & WASTEWATER UTIL (ID=482400)	1	236.00	236.00
5	BMI Part No.: 101-2860 Cat String: SS-SKA-PZNEX Description: Stl Strnr, 10" Rnd w/DP, Zinc Pltd, Znc Pltd Blts-Nuts/Std Blk Gskt,	2	4,222.68	8,445.36

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Line #	Description	Qty	Unit Net Price USD	Line Totals USD

Subtotal - USD	29,442.36
Total Price - USD	29,442.36

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

<u>Metering Locations</u>	<u>Maximum Daily Delivery Volume (million gallons per day)</u>	<u>Maximum Hourly Delivery Volume (million gallons per day)</u>	<u>Pressure Gradient at Maximum Hourly Delivery Volume (AMSL)</u>
Three Mile Road and Highway 32	0.025	0.050	747
Green Bay Road and Highway 38	0.510	1.020	749
Newman Road and Highway 38	0.884	1.768	832
Emmertsen Road and Highway 38	1.650	3.300	832
Charles Street and Three Mile Road	1.733	3.466	729
Main Street and Three Mile Road	1.887	3.714	729
Highway V and Mt. Pleasant/Caledonia Boundary	3.534	7.068	910
Total	10.223	20.386	

In the event there is a future desire on the part of the Caledonia Utility to add any new Metering Locations to serve the Caledonia Service Area, the Caledonia Utility may apply to the Racine Utility. If the Racine Utility determines that an additional Metering Location can be provided without adversely affecting the Racine Water System, as determined by the Racine Utility's hydraulic model or equivalent analysis, the table of Metering Locations and Maximum Delivery Volumes will be adjusted accordingly.

(e) Use in Excess of Maximum Hourly Delivery Volumes. An additional charge for excessive demand ("Excessive Demand Charge") will be imposed whenever the Caledonia Utility's demand at any Metering Location exceeds the applicable Maximum Hourly Delivery

Volume for more than 30 minutes during the first year after the Effective Date or for more than 10 minutes after the first year after the Effective Date (said 30 or 10 minute period is referred to as the "grace period"). For every hour or portion thereof after the applicable grace period that the Caledonia Utility's demand exceeds the applicable maximum hourly flow rate, the Village shall be charged the corresponding dollar amounts as set forth in the following table:

Maximum Flow Rate in Excess of Maximum Hourly Delivery Volume (MGD)	Excessive Demand Charge (per hour or portion thereof)
0.000	N/A
0.001 – 0.500	\$10,000
0.501 – 1.000	\$20,000
1.001 – 1.500	\$30,000
1.501 – 2.000	\$40,000
2.001 – 2.500	\$50,000

An additional \$10,000 per hour Excessive Demand Charge will apply for each additional 0.500 MGD increment above 2.500 MGD in excess of the Maximum Hourly Delivery Volume. For the purposes of calculating the Excessive Demand Charge, time shall be measured in one-minute intervals.

(1) Excessive Demand Charges, if applicable, shall be added to the Village's quarterly wholesale water charges and shall be paid to the Racine Utility in accordance with Section 6(d).

(2) The additional charges set forth above shall not apply in the following circumstances:

(i) Where excessive demand is due to use of water for fire protection service if the Racine Utility is notified by the Village within 48 hours after the fire protection service.

(ii) Where excessive demand is due to an act of God, war, terrorism, sabotage or other catastrophic event beyond the control of the Village if the Racine Utility is notified by the Village within 48 hours after the act of God, war, terrorism, sabotage or catastrophic event. The 48 hour notification period is exclusive of Saturdays, Sundays and legal holidays. To qualify for this exception,

MEMORANDUM

DATE: Monday, November 24, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Authorization of Signatures – Storm Water Pond Easement –
Franksville Storage LLC

BACKGROUND INFORMATION

Franksville Storage has proposed 4 commercial buildings with rental storage units at 4100 Quick Drive. As a condition of approval of the Storm Water Management Plan and Construction Plan for the site, a Storm Water Pond Easement is required to encompass the Storm Water Pond proposed on the site.

The Storm Water Pond Easement Agreement has been prepared by the Village and signed by the Owner. In order to record the Storm Water Pond Easement, the Commission President and Secretary will need to execute the easement along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Storm Water Pond Easement Agreement with Franksville Storage LLC.

Document Number

**Storm Water Pond Easement
Agreement:
FRANKSVILLE STORAGE LLC**

Name and Return Address

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

104-04-22-27-018-060

Parcel Identification Number (PIN)

STORM WATER POND EASEMENT AGREEMENT:
FRANKSVILLE STORAGE LLC

This Storm Water Pond Easement Agreement ("Agreement") is made the _____ day of November, 2025, by and between **FRANKSVILLE STORAGE LLC**, a Wisconsin limited liability company with offices located at 9715 Dunkelow Road Franksville, WI 53126, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report attached hereto as **EXHIBIT A**, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. As a part of the approval by the Grantees of the development of the Property, the Grantees have required the Owner to construct, at the Owner's own cost and expense, a Storm Water Management Plan for the Property as described and prepared by Nielsen, Madsen & Barber, dated and Professional Engineer Stamped October 17, 2025 and Construction Plans for the Property, prepared by Nielsen, Madsen & Barber, dated and Professional Engineer Stamped October 29, 2025 as may be approved and/or amended from time to time by the Grantees, attached hereto **EXHIBIT B** and incorporated herein (the "Plan"). The Plan includes, in part, the construction of a Storm Water Retention Pond (collectively, the "Pond", in singular tense), described therein and herein. The Grantees have further required as part of said approval that the Owner enter into this Agreement with the Grantees, setting forth the Owner's responsibility to maintain the Plan and provide the Grantees with access to the easement areas described below.

C. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Storm Water Pond Easement"), as may be necessary for the Grantees to exercise their rights under this Agreement, over that portion of the Property shown and described in attached **EXHIBIT C**, as "Storm Water Pond Easement"; hereinafter referred to in this Agreement as the "Storm Water Pond Easement Area".

D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Access Easement") over the Property, as may be necessary for the Grantees to exercise their rights under this Agreement.

E. As used in this Agreement, the term "Drainage Facilities" shall mean the Plan, Storm Water Pond Easement Area, Access Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Storm Water Pond Easement Area and/or other areas of the Property from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

AGREEMENT

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

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

2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace Retention Pond and Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Property in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the Drainage Facilities if the Owner fails to do so after receiving a written request from the Grantees. The Owner shall be given at least ten (10) business days after the date of said written request to perform whatever construction, cleaning, maintenance, alterations, repairs and replacements are deemed reasonable and necessary by the Grantees as stated in said notice. Provided, however, that in the event the Grantees determine that emergency action should be performed, then the Grantees may enter upon the Property immediately and perform said emergency action. The Owner shall reimburse Grantees for all costs incurred by the Grantees in performing said construction, cleaning, maintenance, alterations, repairs, replacements and emergency action, including, without limitation, any construction, engineering, legal and administrative costs with respect to the same, upon receiving an invoice for said costs. If Owner fails to pay said costs, then said costs may be assessed upon the Property by the Grantees as a special charge as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessments and waives notice and hearing with respect to the levying of said assessments in accordance with Wisconsin Statutes Section 66.0703 and/or 66.0627.

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

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

and/or bodily injury (including death) that may arise or occur as a result of the foregoing and/or at such locations.

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

6. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, a permanent easement and right-of-way over the Property, to and from Quick Drive and Storage Drive to the Storm Water Pond Easement Area, for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Drainage Facilities, to and from such locations and to the extent set forth in the Plan.

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

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Storm Water Pond Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Storm Water Pond Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Pond Easement Area, or (ii) ingress and egress to the Storm Water Pond Easement Area from Quick Drive and Storage Drive.
- (b) Remove any fences, structures or improvements located within the Storm Water Pond Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Pond Easement Area, or (ii) maintain ingress and egress to the Storm Water Pond Easement Areas from Quick Drive and Storage Drive.

8. Further Owner Requirements.

- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Storm Water Pond Easement Area without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Storm Water Pond Easement Area will not be altered without the written consent of the Grantees.
- (c) Owner shall perform the other drainage work in the manner described in attached **EXHIBIT B**.

- (d) Owner shall comply with (i) the provisions and requirements of the Storm Water Management Plan for the Property, prepared by Nielsen, Madsen & Barber, dated and Professional Engineer Stamped October 17, 2025 and the Construction Plans for the Property, prepared by Nielsen, Madsen & Barber, dated and Professional Engineer Stamped October 29, 2025 as may be approved and/or amended from time to time by the Grantees.

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

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

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

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

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

SIGNATURE PAGES TO FOLLOW

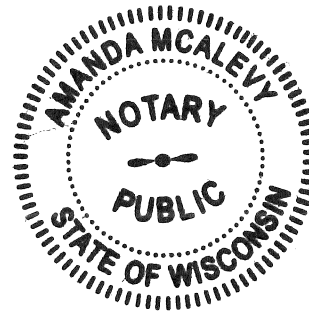
OWNER: FRANKSVILLE STORAGE LLC

BY: 
Erin Thompson

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 20th day of November 2025, the above-named **Erin Thompson**, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said Owner.


Notary Public, State of Wisconsin



My Commission expires: 11/09/2025

VILLAGE OF CALEDONIA

BY: _____
Thomas Weatherston, President

ATTEST: _____
Jennifer Bass, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above-named **Thomas Weatherston, President** and **Jennifer Bass, Clerk**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, Racine County, WI

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: _____
Howard Stacey, President

ATTEST: _____
Kathleen Trentadue, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above-named, **Howard Stacey, President** and **Kathleen Trentadue, Secretary**, of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-22-27-018-060

TITLE CO. REFERENCE NO.: 75066

LEGAL DESCRIPTION:

Lot 4, of Certified Survey Map No. 2745, recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 28, 2005 in Volume 8 of Certified Survey Maps, page 744 as Document No. 2056520, being located in the Southeast 1/4 of the Southwest 1/4 of Section 27, Town 4 North, Range 22 East. Said land being in the Village of Caledonia, Racine County, Wisconsin.

OWNER:

Franksville Storage LLC, a Wisconsin limited liability company

PROPERTY ADDRESS:

4100 Quick Drive, Franksville, WI 53126

OPEN MORTGAGES:

None

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$1,291.91, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of November 13, 2025 at 08:00 AM

Landmark Title of Racine, Inc.



Eric D. Peterson

Authorized Signature or Signatory

4100 Quick Drive
Franksville, WI 53126



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.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Racine County

Owner (s):

FRANKSVILLE STORAGE LLC

Location:

Sect. 27, T4N,R22E

Mailing Address:

FRANKSVILLE STORAGE LLC**7915 DUNKELow RD****FRANKSVILLE, WI 53126**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

104-04-22-27-018-060 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:

2.1600

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

PT SW1/4 CSM #2745 V8 P744 DOC# 2056520 LOT 4 FROM 004042227018000 IN 05 FOR 06 ROLL **TOTAL ACRES 2.16**

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

4100 QUICK DR FRANKSVILLE, WI 53126

Taxes

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024		\$1,291.91	\$1,291.91	\$0.00	\$0.00	\$0.00	\$0.00
2023		\$1,384.60	\$1,384.60	\$0.00	\$0.00	\$0.00	\$0.00
2022		\$1,318.52	\$1,318.52	\$0.00	\$0.00	\$0.00	\$0.00
2021		\$1,460.80	\$1,460.80	\$0.00	\$0.00	\$0.00	\$0.00
2020		\$1,588.03	\$1,588.03	\$0.00	\$0.00	\$0.00	\$0.00
2019		\$1,490.67	\$1,490.67	\$0.00	\$0.00	\$0.00	\$0.00
2018		\$1,665.14	\$1,665.14	\$0.00	\$0.00	\$0.00	\$0.00
2017		\$1,638.76	\$1,638.76	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$1,616.01	\$1,616.01	\$0.00	\$0.00	\$0.00	\$0.00
2015		\$1,659.39	\$1,659.39	\$0.00	\$0.00	\$0.00	\$0.00
2014		\$1,590.24	\$1,590.24	\$0.00	\$0.00	\$0.00	\$0.00
2013		\$1,662.38	\$1,662.38	\$0.00	\$0.00	\$0.00	\$0.00
2012		\$1,683.01	\$1,683.01	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$0.00

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

Interest and penalty on delinquent taxes are calculated to **November 30, 2025.**

Assessments

Tax Year: 2024

[Click here for detailed assessment data. \(square footage, year built, building type, etc\)](#)

Real Estate Assessments

Code	Description	Acres	Land Value	Improvement Value	Total Value
2	Commercial	2.160	\$83,300	\$0	\$83,300
Total:		2.160	\$83,300	\$0	\$83,300

Estimated Fair Market Value:

\$84,700

Average Assessment Ratio:

0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.

** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments

Assessment	Value	Action
24 - STORM WATER UTILITY FEE	\$16.31	

Attachments

Districts

Other Districts

Type	Code	District
Special District 4CO	CAL UTILITY WATER	
Special District 4RR	ROOT RIVER STORM (INACTIVE)	
Special District 4CP	CAL UTILITY SEWER	
Special District T3104	TIF #3	

Documents

Notes

Parcel History

Permits

Sales History

Survey History

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

**RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE**

MODDER, SAM



Parcel Number: 104 042227018060
Bill Number: 777906

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

STORAGE DR

Sec. 27, T4N, R22E

PT SW1/4 CSM #2745 V8 P744 DOC# 2056520 LOT 4 FROM
004042227018000 IN 05 FOR 06 ROLL **TOTAL ACRES** 2.16
2.160 ACRES

777906/104 042227018060

SAM MODDER

10 CHERRYWOOD CT

RACINE WI 53402

Please inform County of address changes.

ASSESSED VALUE LAND 83,300	ASSESSED VALUE IMPROVEMENTS 0	TOTAL ASSESSED VALUE 83,300	AVERAGE ASSMT. RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 1275.60																																																																		
ESTIMATED FAIR MARKET VALUE LAND 84,700	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 0	TOTAL ESTIMATED FAIR MARKET VALUE 84,700	☐ A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 132.48	STORM WATER UTILITY FEE 16.31																																																																		
<table><tr><td>TAXING JURISDICTION</td><td>2023 EST. STATE AIDS ALLOCATED TAX DIST.</td><td>2024 EST. STATE AIDS ALLOCATED TAX DIST.</td><td>2023 NET TAX</td><td>2024 NET TAX</td><td>% TAX CHANGE</td></tr><tr><td>RACINE COUNTY</td><td>1,063,188</td><td>1,059,516</td><td>251.71</td><td>237.10</td><td>-5.8%</td></tr><tr><td>VILLAGE OF CALEDONIA</td><td>2,566,300</td><td>2,622,659</td><td>484.41</td><td>471.41</td><td>-2.7%</td></tr><tr><td>UNIFIED SCHOOL DISTRICT</td><td>48,597,647</td><td>53,668,806</td><td>571.65</td><td>510.23</td><td>-10.7%</td></tr><tr><td>GATEWAY TEC VTAE</td><td>2,192,529</td><td>2,224,473</td><td>50.44</td><td>47.54</td><td>-5.7%</td></tr><tr><td>CAL UTILITY SEWER</td><td>0</td><td>0</td><td>10.08</td><td>9.32</td><td>-7.5%</td></tr><tr><td>CAL UTILITY WATER</td><td>0</td><td>0</td><td>0.00</td><td>0.00</td><td></td></tr><tr><td>TOTAL</td><td>54,419,664</td><td>59,575,454</td><td>1,368.29</td><td>1,275.60</td><td>-6.8%</td></tr><tr><td>FIRST DOLLAR CREDIT</td><td></td><td></td><td>0.00</td><td>0.00</td><td>0.0%</td></tr><tr><td>LOTTERY AND GAMING CREDIT</td><td></td><td></td><td>0.00</td><td>0.00</td><td>0.0%</td></tr><tr><td>NET PROPERTY TAX</td><td></td><td></td><td>1,368.29</td><td>1,275.60</td><td>-6.8%</td></tr></table>						TAXING JURISDICTION	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE	RACINE COUNTY	1,063,188	1,059,516	251.71	237.10	-5.8%	VILLAGE OF CALEDONIA	2,566,300	2,622,659	484.41	471.41	-2.7%	UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	571.65	510.23	-10.7%	GATEWAY TEC VTAE	2,192,529	2,224,473	50.44	47.54	-5.7%	CAL UTILITY SEWER	0	0	10.08	9.32	-7.5%	CAL UTILITY WATER	0	0	0.00	0.00		TOTAL	54,419,664	59,575,454	1,368.29	1,275.60	-6.8%	FIRST DOLLAR CREDIT			0.00	0.00	0.0%	LOTTERY AND GAMING CREDIT			0.00	0.00	0.0%	NET PROPERTY TAX			1,368.29	1,275.60	-6.8%
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FOR INFORMATION PURPOSES ONLY - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527,008	103.41	2051				

PAY 1ST INSTALLMENT OF: \$654.11
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042227018060
MODDER, SAM
BILL NUMBER: 777906

PAY 2ND INSTALLMENT OF: \$637.80
BY JULY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274

PIN# 104 042227018060
MODDER, SAM
BILL NUMBER: 777906

PAY FULL AMOUNT OF: \$1,291.91
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042227018060
MODDER, SAM
BILL NUMBER: 777906



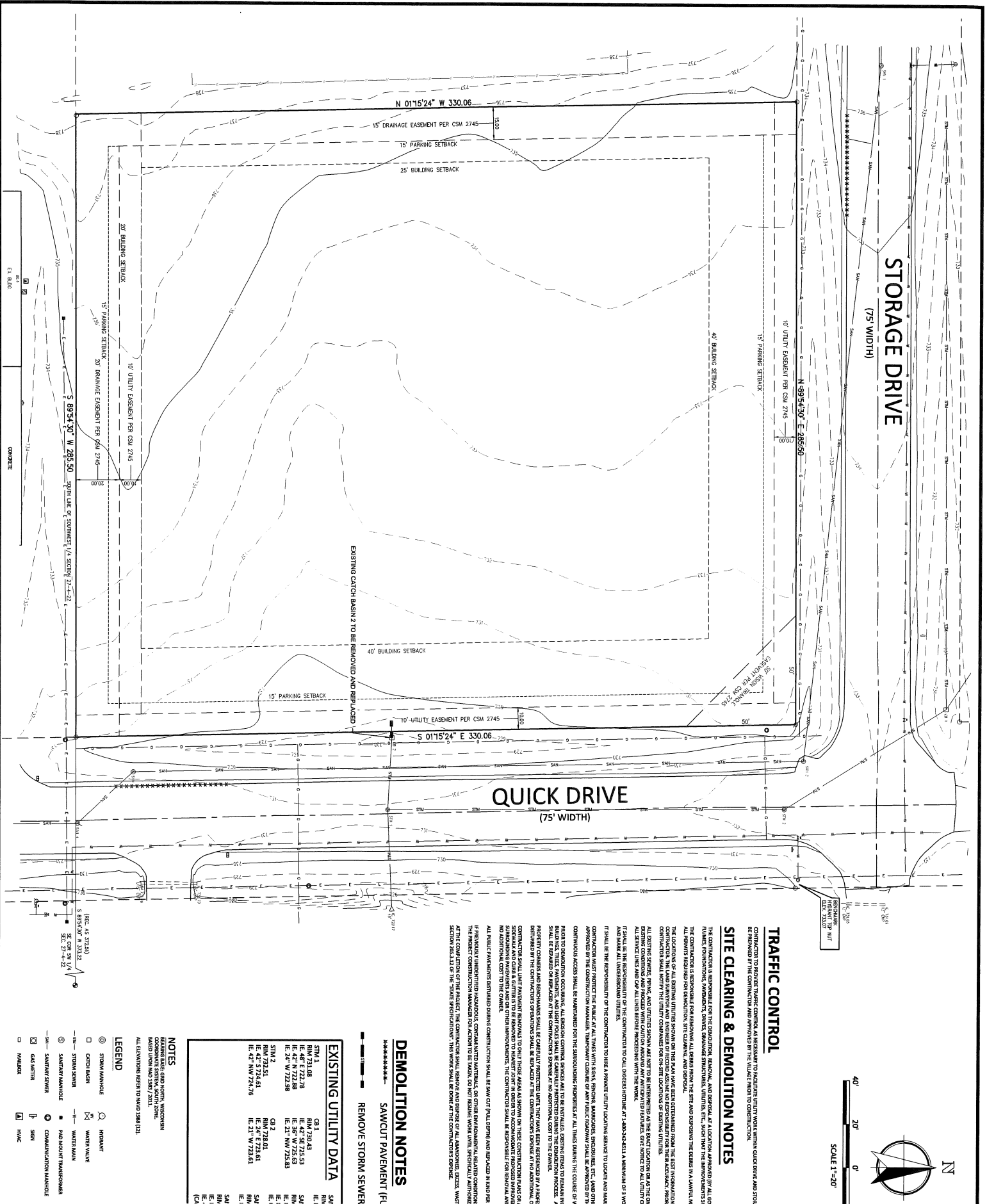
INCLUDE THIS STUB WITH YOUR PAYMENT

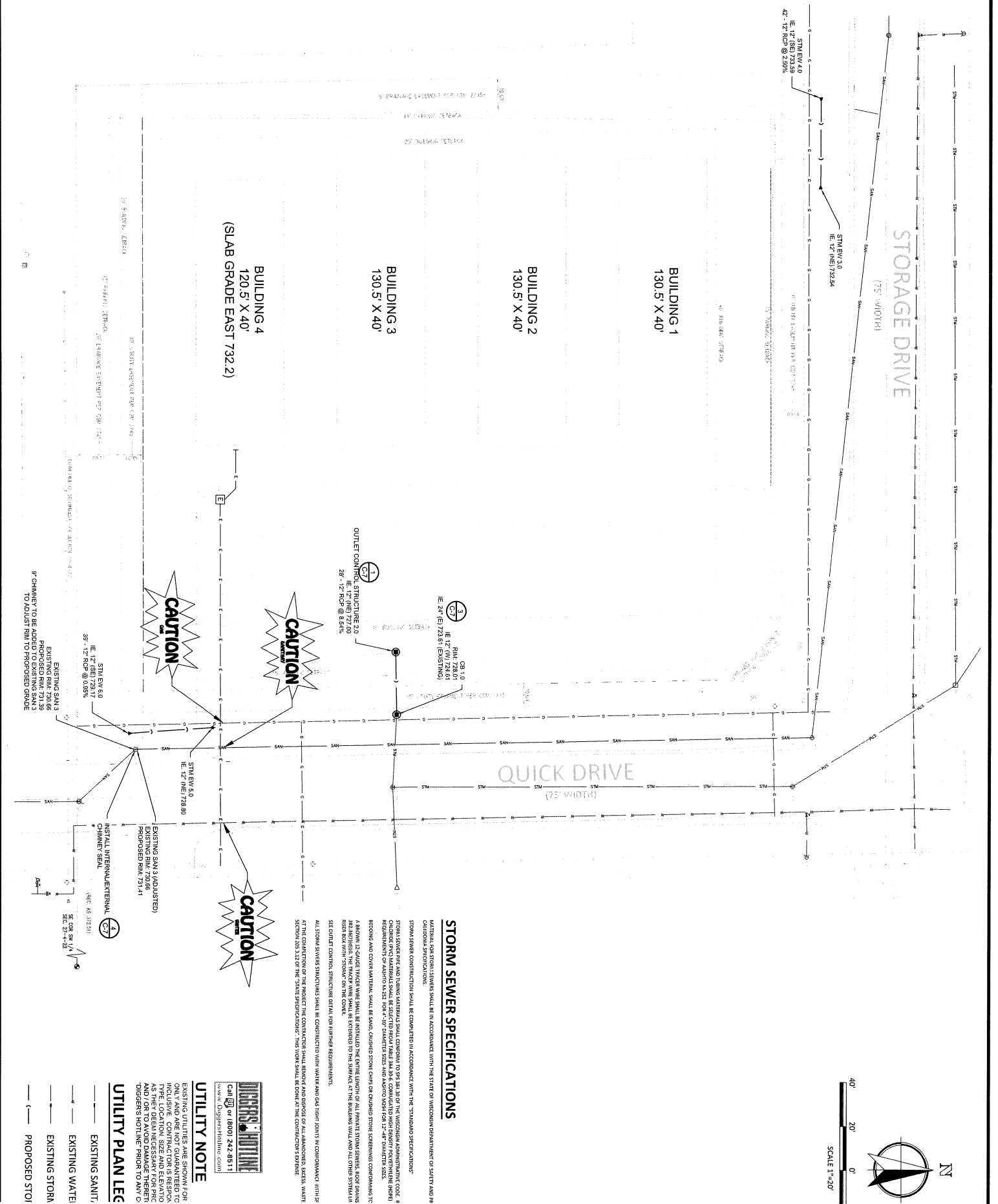


INCLUDE THIS STUB WITH YOUR PAYMENT

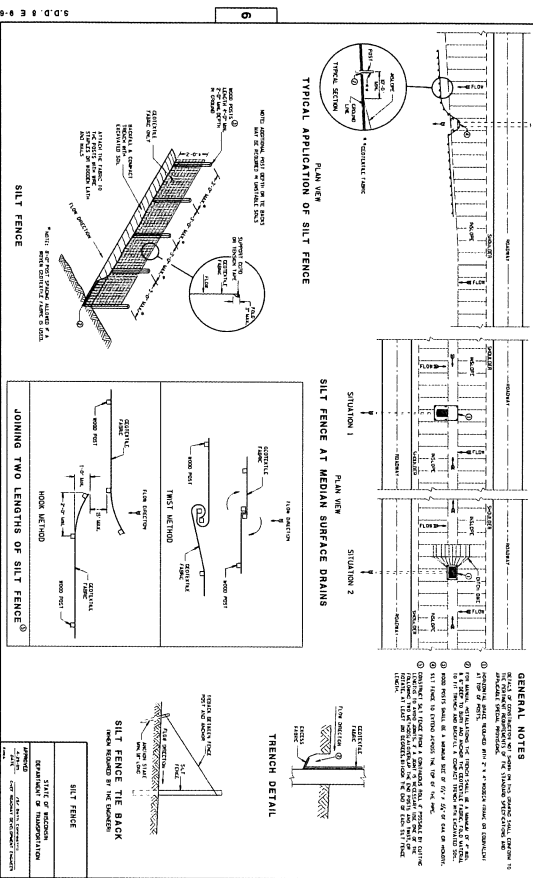
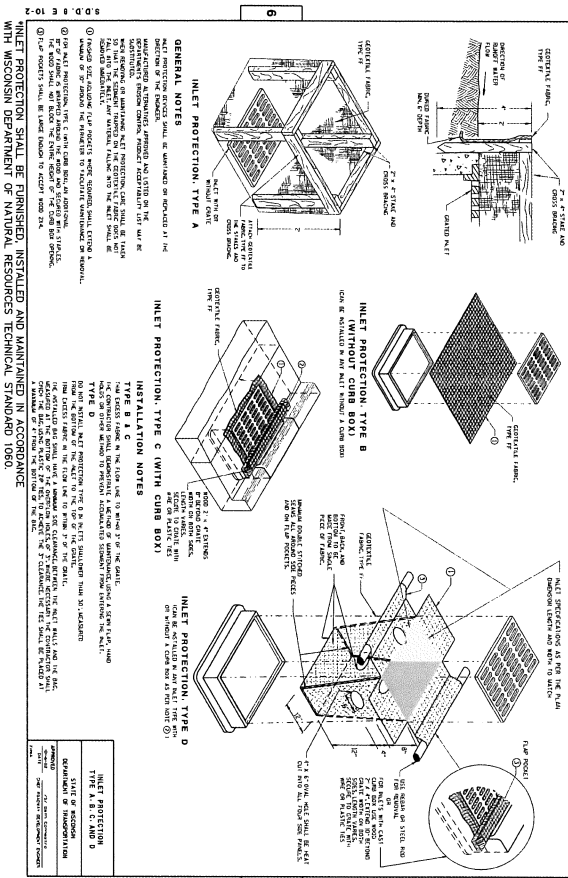


INCLUDE THIS STUB WITH YOUR PAYMENT





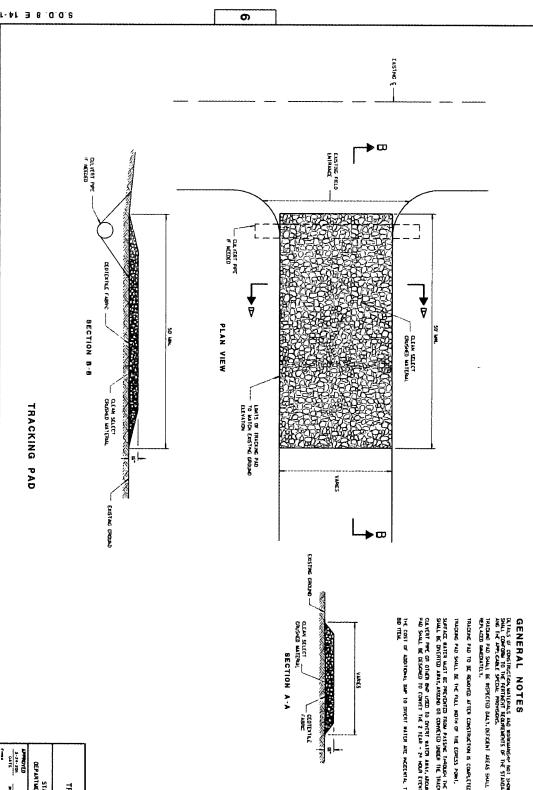
☒ SDD 8e9 Silt Fence

1
SILT FENCE
DETAIL

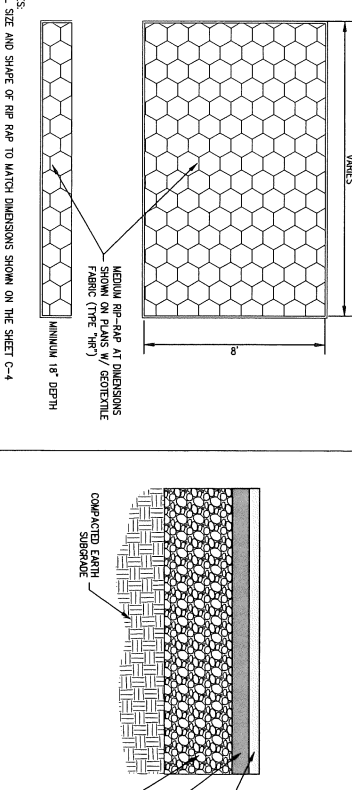
3 INLET PROTECTION DETAIL

N.T.S.

 SDD 8e14 Tracking Pad



2 TRACKING PAD DETAIL

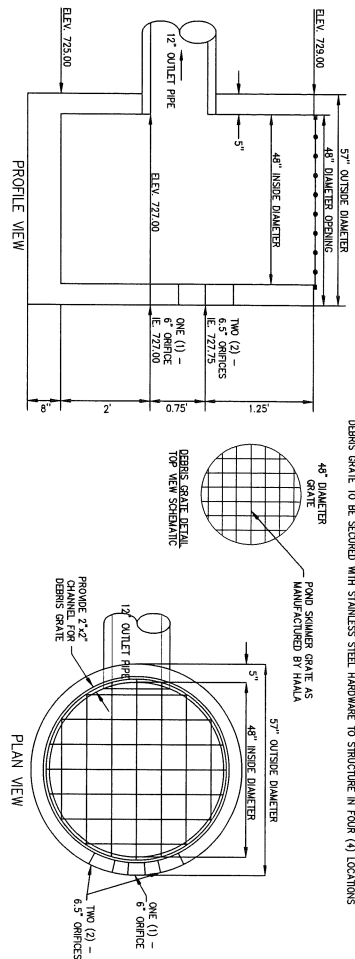


4 RIP RAP DETAIL

N.T.S.

5 MEDIUM-DUTY ASPHALT PAVEMENT (TYPICAL SECTION)

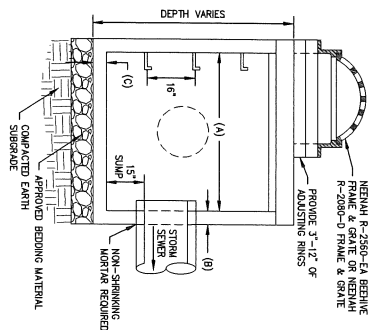
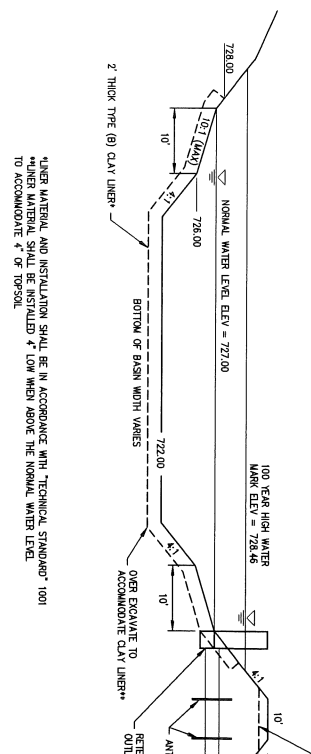
NOTES:
FINAL SIZE AND SHAPE OF RIP RAP TO MATCH DIMENSIONS SHOWN ON THE SHEET C-4



1 OUTLET CONTROL STRUCTURE
DETAIL

N.T.S.

2 RETENTION BASIN
CROSS SECTION (A-A) DETAIL



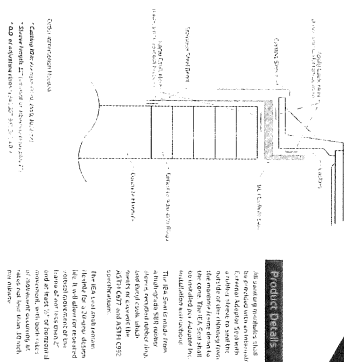
STRUCTURE DIAMETER (A)*	MINIMUM WALL THICKNESS (B)**	MINIMUM BASE AND TOP THICKNESS (C)**
4'	5"	6"
5'	6"	8"
6'	7"	8"
7'	8"	8"
8'	9"	8"

*STRUCTURE DIAMETER SHALL BE STANDARD 48" UNLESS OTHERWISE NOTED ON PLAN
**MINIMUM THICKNESS SHALL NOT BE LESS THAN THAT REQUIRED TO MEET AASHTO H-20
LOADINGS

3 STANDARD STORM SEWER CATCH BASIN
DETAIL

N.T.S.

INTERNAL/EXTERNAL
MANHOLE SEAL



4 INTERNAL / EXTERNAL MANHOLE SEAL
DETAIL

N.T.S.

Part of Lot 4 of Certified Survey Map No. 2745, recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 28, 2005, as Document No. 2056520 and being part of the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 4 North, Range 22 East of the Fourth principal Meridian, in the Village of Caledonia, County of Racine, State of Wisconsin, described and bounded as follows: Commence at the Northeast corner of said Lot 4; thence S89°56'18"W, 10.00 feet along the North line of said Lot 4; thence S01°15'24"E, 10.01 feet to the point of beginning of this description; continue thence S01°15'24"E, 266.00 feet; thence S89°54'30"W, 86.00 feet; thence N01°15'24"W, 266.00 feet; thence N89°54'30"E, 86.00 feet to the point of beginning. Containing 22,871 s.f. or 0.525 acres

