



VILLAGE BOARD MEETING AGENDA
Tuesday, December 9, 2025 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane
Caledonia, WI 53402

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes:**
 - A. Village Board – November 11, 2025
 - B. Village Board – November 25, 2025
5. **Public Comment** – Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.
6. **Ordinances and Resolutions**
 - A. **Ordinance 2025-15** – To Amend Title 12 Chapter 1 Relating to Parks and Recreation and Specifically Park Regulations and to Repeal Title 12 Chapter 2 Relating to the East Side Community Center (*PRAC 11/11/25, 5-0; CoW 11/25/25, 6-0*)
 - B. **Ordinance 2025-16** – Adopting an Amendment to the Multi-Jurisdictional Comprehensive Plan for Racine County: 2035 as it Pertains to the Village of Caledonia Under Section 13-2-1 of the Village's Code of Ordinances by Creating Section 13-2-2(Z) Adding an Amendment to the Village's Comprehensive Plan and Affecting the Parcel Located on the Northeast Corner of 4 Mile Road and Erie Street, Parcel Id No. 104-04-23-21-321-000, Village of Caledonia; Containing 0.503 Acres, More or Less; from Medium Density Residential to High Density Residential; John Coury, Owner (*Plan 11/24/25, 7-0*)
 - C. **Resolution 2025-097** – Approving a Building, Site, and Operation Plan to Construct an ±8,060 Square-Foot Industrial Building on the Parcel Located North of 4005 Quick Drive; RA Domanik Investments LLC, Owner; Nathan Remitz, Applicant (*Plan 11/24/25, 7-0*)
 - D. **Resolution 2025-098** – Appointing Election Inspectors for the 2026-2027 Election Cycle
 - E. **Resolution 2025-099** – Authorizing the Village of Caledonia to Enter Into a Contract with the Racine County Economic Development Corporation for Economic Development Technical Assistance for 2026
 - F. **Resolution 2025-100** – Approving the Village of Caledonia 2026 Wage Scale
 - G. **Resolution 2025-101** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with the Allan M Kunda & Lynn L Kunda 2007 Revocable Trust (*CUD 12/3/25, 4-0*)
 - H. **Resolution 2025-102** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with Linda J Cayemberg (*CUD 12/3/25, 4-0*)
 - I. **Resolution 2025-103** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with Daniel L. & Ann M. Wachs(*CUD 12/3/25, 4-0*)
 - J. **Resolution 2025-104** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with David A. Jr. & Heather A. Cottrell (*CUD 12/3/25, 4-0*)
 - K. **Resolution 2025-105** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with Brent & Jennifer Marciniak (*CUD 12/3/25, 4-0*)
 - L. **Resolution 2025-106** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with Margaret B. Garman (*CUD 12/3/25, 4-0*)

- M. **Resolution 2025-107** – Authorizing the Village of Caledonia to Execute a Storm Water Pond Easement Agreement With Franksville Storage LLC (*CUD 12/3/25, 4-0*)
- N. **Resolution 2025-108** – Authorizing the Village of Caledonia to Enter Into a Special Litigation Counsel Engagement Agreement with the Law Firm of Wirth & Baynard

7. **New Business**

- A. Approval of A/P Checks
- B. “Discussion of methods of administrator and/or staff sharing information , and existing documents, relating to ongoing village matters with any or all Trustees, in particular in lieu of former practice of administrator’s report”

8. **Closed Session**

- A. **The Village Board may take up a motion to go into CLOSED SESSION**, pursuant to s. 19.85(1)(c), Wis. Stat., “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility” **specifically**: Administrator Review
- B. **The Village Board reserves the right to go back into OPEN SESSION**, and possibly take action on the items discussed during the closed session and to move to the remaining items on the agenda.

9. **Adjournment**

1 - Order

President Weatherston called the Village Board meeting to order at 7:06 p.m. at the Caledonia Village Hall.

2 - Pledge of Allegiance

President Weatherston led the board in the Pledge of Allegiance to the Flag.

3 - Roll Call

PRESENT: 5 – President Weatherston, Trustee Lambrecht, Trustee Martin, Trustee Pierce, and Trustee McManus

EXCUSED: 2 – Trustee Stillman and Trustee Wishau

STAFF: Village Administrator Todd Willis, Village Attorney Elaine Ekes, Finance Director Wayne Krueger, Human Resources Manager Amanda Ardis, Public Works Director Anthony Bunkelman, Village Engineer Ryan Schmidt, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Walter Leininger, Deputy Clerk Brittany Kickland, and Village Clerk Jennifer Bass

4 – Approval of Minutes

- A. **Motion by** Trustee Lambrecht to approve the minutes of the October 28, 2025 Village Board meeting, seconded by Trustee Martin. **The motion carried 5-0.**
- B. **Motion by** Trustee Lambrecht to approve the minutes of the November 3, 2025 Special Village Board meeting, seconded by Trustee Martin. **The motion carried 5-0.**

5 – Public Comment

The following people appeared to speak before the Village Board:

- 1. Nancy Washburn, 7450 County Line Rd, Mt. Pleasant – Provided information on how public input for Plan Commission meetings is handled in Mt. Pleasant.

6 – Ordinances and Resolutions

- A. **Ordinance 2025-13** – To Amend Title 7, Chapter 15, Section 2 Related to Tax Exempt Reports and Fees (*CoW 10/28/25, 6-0*)

Motion by Trustee Pierce to approve the ordinance, seconded by Trustee Martin.
Motion carried 5-0.

- B. **Ordinance 2025-14** – To Create Title 5, Chapter, 3 Section 3: Regulation of the Sale, Application, and Use of Coal Tar and High-PAH Sealant Products (*CoW 10/28/25, 6-0*)

Motion by Trustee McManus to approve the ordinance, seconded by Trustee Lambrecht.
Motion carried 4-1. President Weatherston voted nay.

- C. **Resolution 2025-085** – Approving and Authorizing the Village of Caledonia to Enter Into an Agreement with Paramedic Billing Services, Inc. (*CoW 10/28/25, 6-0*)

Motion by Trustee Lambrecht to approve the resolution, seconded by Trustee Martin.
Motion carried 5-0.

- D. **Resolution 2025-086** – Approving a Building, Site, and Operation Plan for the Construction of a ±9,440 Square-Foot Commercial Building for the Purpose of a Semi-Trailer Storage and Repair Facility Located Along USH 41 in the Village of Raymond under the Cooperative Boundary Agreement Dated November 12, 2009 Between the Village of Caledonia and the Village of Raymond (*PC 10/27/2, 5-0*)

Motion by Trustee Lambrecht to approve the resolution, seconded by Trustee McManus.
Motion carried 5-0.

- E. **Resolution 2025-087** – Approving the Final Plat for Thomas Farms Subdivision (*PC 10/27/2, 5-0*)

Motion by Trustee McManus to approve the resolution, seconded by Trustee Lambrecht.
Motion carried 5-0.

- F. **Resolution 2025-088** – Approving a Waiver to 14-3-5(B) (Conservation Easement) for Homestead Acres Subdivision, Authorizing Acceptance of a Preservation Easement and Authorizing an Amendment to the Development Agreement to Address the Waiver (*PC 10/27/2, 5-0*)

Motion by Trustee McManus to approve the resolution, seconded by Trustee Martin.
Motion carried 4-1. Trustee Pierce voted nay.

- G. **Resolution 2025-089** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with the Edward J. Matichek Trust Dated 4/25, 2006

Motion by Trustee Martin to approve the resolution, seconded by Trustee McManus.
Motion carried 5-0.

- H. **Resolution 2025-090** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with the Marcia K. Hayek Revocable Trust

Motion by Trustee Martin to approve the resolution, seconded by Trustee Lambrecht.
Motion carried 5-0.

- I. **Resolution 2025-091** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with the Driftwood Living Trust Dated July 17, 2015

Motion by Trustee Martin to approve the resolution, seconded by Trustee Lambrecht.

Motion carried 5-0.

7 – New Business

A. Approval of A/P Checks

Motion by Trustee Lambrecht to approve the A/P checks, seconded by Trustee McManus. **Motion carried 5-0.**

B. Discussion on December Meeting Dates

Motion by Trustee Pierce to move the December 23, 2025 Village Board meeting to December 22, 2025, seconded by Trustee Martin. **Motion carried 5-0.**

C. Discussion and possible action – Setting Date and Procedures for Administrative Review Hearing filed by StorageShopUSA

Motion by Trustee Martin that the hearing be before the Village Board on Tuesday November 25, 2025, to begin at 6:30 pm and to direct as follows:

1. Direct the Village Clerk to issue the Notice of Hearing including hearing parameters and Legal Counsel contact information;
2. Authorize the recording of the hearing by a stenographer;
3. Set a deadline for the parties to exchange witness lists and submit them to the office of Attorney Todd Terry by November 21, 2025;
4. Authorize the President to address prehearing matters, be the primary contact for Attorney Todd Terry and to issue any requested subpoenas (deadline for parties to request subpoenas is November 18, 2025);
5. The parties shall pre-mark proposed exhibits with exhibit stickers and submit an exhibit list at the beginning of hearing (Noted as “Appellant” or “Village Staff” accordingly; parties shall bring 4 copies of each exhibit to the hearing);
6. Order of case presentation (testimony, witnesses, exhibits, argument) at hearing: First: Appellant. Second: Village Staff;
7. Attorney Todd Terry, in consultation with the Village President, may establish additional prehearing and procedural requirements to facilitate an effective and efficient hearing in this matter.

Seconded by Trustee Pierce.

Motion carried 5-0.

D. Resolution 2025-092 – Authorizing the Village of Caledonia to Enter Into a Special Counsel Engagement Agreement with the Law Firm of Terry & Nudo, LLC

Motion by Trustee McManus to approve the resolution, seconded by Trustee Martin. **Motion carried 5-0.**

8 – Closed Session

A. The Village Board may take up a motion to go into CLOSED SESSION, for the following reasons:

- i. pursuant to s. 19.85(1)(g), Wis. Stat., “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved,” and Wis. Stat. § 19.85(1)(e) “deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session,” **specifically**: to discuss the Agreement between the Village and Alberto Januchowski for the Keeping of Animals Previously Declared Prohibited and Release of Claims executed on March 9, 2025.”
- ii. pursuant to s. 19.85(1)(e), Wis. Stat., "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session," **specifically**: to discuss possible developments in TID 6 (involving two different developers one of which is F Street Caledonia, LLC); and
- iii. pursuant to s. 19.85(1)(e), Wis. Stat., "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session," and Wis. Stat. s. 19.85(1)(g), "to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved," **specifically**: to discuss a Notice of Potential Material Change of Circumstances from the City of Racine under the Racine Area Intergovernmental Sanitary Sewer Service, Revenue-Sharing, Cooperation and Settlement Agreement dated April 25, 2002; and
- iv. pursuant to s. 19.85(1)(c), Wis. Stat., “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility,” **specifically**: to conduct Village Administrator Annual Review.

Motion by Trustee McManus to go into closed session, seconded by President Weatherston. **Motion carried by the following roll call vote:**

Ayes: 5 – Weatherston, Martin, McManus, Lambrecht, and Pierce

Nays: 0

Excused: 2 – Stillman and Wishau

- B. **The Village Board reserves the right to go back into OPEN SESSION**, and possibly take action on the items discussed during the closed session and to move to the remaining items on the agenda.

Motion by Trustee McManus to go back into open session, seconded by Trustee Pierce.
Motion carried 5-0.

Relating to item 8A-i: Motion by Trustee Pierce to direct staff to proceed with the enforcement of the agreement with Alberto Januchowski to euthanize the dog and for Village staff to pursue court order if necessary, seconded by Trustee Pierce.

Motion carried 5-0.

- C. **Resolution 2025-093** – Approving and Authorizing the Village of Caledonia to Enter Into a Reimbursement Agreement with F Street Caledonia, LLC Related to a Single Family and Multi-Family Development

Motion by Trustee McManus to approve the resolution, seconded by Trustee Pierce.

Motion carried 5-0.

9 – Adjournment

President Weatherston adjourned the meeting at 9:29 p.m.

Respectfully submitted:

Jennifer Bass Village Clerk

**Village Board Meeting Minutes
November 25, 2025**

1 - Order

President Weatherston called the Village Board meeting to order at 6:00 p.m. at the Caledonia Village Hall.

2 - Pledge of Allegiance

President Weatherston led the board in the Pledge of Allegiance to the Flag.

3 - Roll Call

PRESENT: 6 – President Weatherston, Trustee Martin, Trustee Pierce, Trustee McManus, Trustee Stillman and Trustee Wishau

EXCUSED: 1 – Trustee Lambrecht

STAFF: Village Administrator Todd Willis, Village Attorney Elaine Ekes, Finance Director Wayne Krueger, Public Works Director Anthony Bunkelman, Village Engineer Ryan Schmidt, Development Director Peter Wagner, Lt Erin Laehr, Fire Chief Walter Leininger, Deputy Clerk Brittany Kickland, and Village Clerk Jennifer Bass

4 – Approval of Minutes

Motion by Trustee Pierce to approve the minutes of the November 11, 2025 Village Board meeting, seconded by Trustee McManus.

Motion by Trustee Pierce to amend the minutes by attaching the results of the SWOT and word cloud analysis from that meeting, seconded by Trustee Pierce.

The motion carried 6-0.

Minutes as amended approved 6-0.

5 – Public Comment

The following people appeared to speak before the Village Board:
None

6 – Ordinances and Resolutions

- A. **Resolution 2025-094** – Approving and Authorizing the Village of Caledonia to Establish a Bank Depository Lock Box Account with First National Bank and Trust for EMS/Ambulance Billing Services

Motion by Trustee Pierce to approve the resolution, seconded by Trustee martin.
Motion carried 6-0.

- B. **Resolution 2025-095** – Authorizing the Village of Caledonia to Execute a Reimbursement Agreement with Timothy J. Fitzsimmons

Motion by Trustee Pierce to approve the resolution, seconded by Trustee Wishau.
Motion carried 6-0.

7 – New Business

A. Approval of A/P Checks

Motion by Trustee Wishau to approve the A/P checks, seconded by Trustee Martin. **Motion carried 6-0.**

B. Approval of US Bank Credit Card List

Motion by Trustee Wishau to approve the US Bank Credit Card List, seconded by Trustee Martin. **Motion carried 6-0.**

8 – Closed Session

- A. **The Village Board may take up a motion to go into CLOSED SESSION**, pursuant to s. 19.85(1)(g), Wis. Stat., “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.” **specifically**: Liberty Mutual Insurance Company/Corbitt Release Claim Language Change

Motion by Trustee McManus to go into closed session, seconded by Trustee Stillman.
Motion carried by the following roll call vote:

Ayes: 6 – Weatherston, Martin, McManus, Stillman, Wishau, and Pierce

Nays: 0

Excused: 1 – Lambrecht

- B. **The Village Board reserves the right to go back into OPEN SESSION**, and possibly take action on the items discussed during the closed session and to move to the remaining items on the agenda.

Motion by Trustee McManus to go back into open session, seconded by Trustee Pierce.
Motion carried 6-0.

- C. **Resolution 2025-096** – Authorizing Payment to Liberty Mutual for a Claim for Medical Payments Related to an Accident Involving the Caledonia Fire Department

Motion by Trustee McManus to approve the resolution, seconded by Trustee Stillman.
Motion carried 6-0.

9 – Adjournment

President Weatherston adjourned the meeting at 6:15 p.m.

Respectfully submitted:
Jennifer Bass Village Clerk

**ORDINANCE NO. 2025-15
VILLAGE OF CALEDONIA**

**AN ORDINANCE TO AMEND TITLE 12 CHAPTER 1 RELATING TO PARKS AND
RECREATION AND SPECIFICALLY PARK REGULATIONS AND TO REPEAL
TITLE 12 CHAPTER 2 RELATING TO THE EAST SIDE COMMUNITY CENTER**

The Village Board of the Village of Caledonia, Racine County, do ordain as follows:

1. That Title 12 Chapter 1 of the Code of Ordinances for the Village of Caledonia entitled “Park Regulations” be, and hereby is, amended to read as follows:

“CHAPTER 1

Park Regulations

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
12-1-1	Definitions		
12-1-2	Park Hours		
12-1-3	Conditions Permitting Dogs in Parks		
12-1-4	Park Property and Grounds		
12-1-5	Recreational Activities		
12-1-6	Reservations		
12-1-7	Park Use Agreements		
12-1-8	Gorney Park Pond		
12-1-9	Severability		
12-1-10	Violations, Penalties, Enforcement		

SEC. 12-1-1 DEFINITIONS.

The following definitions shall apply in this Chapter.

- (a) **Committee.** The Parks and Recreation Advisory Committee.
- (b) **Park.** Any park property, wildlife or nature preserve, playground or other area in the Village owned, designated and utilized by the Village for recreation activities. This definition includes both the singular and plural versions.
- (c) **Board.** The Caledonia Village Board of Trustees
- (d) **Amenity.** Any building, shelter, structure, play field, court, or facility designed for the use of passive or active recreation in a Village Owned Park.
- (e) **Park Use Agreement.** An agreement between the Village of Caledonia Board of Trustees and an athletic or recreational organization for use exclusive use of a Village Park or Park Amenity for a duration set forth in the approved documents.
- (f) **Reservation.** A permitted use of a Park Amenity.

SEC. 12-1-2 PARK HOURS.

- (a) Hours are 6:00 a.m. to 10:00 p.m. at all Parks every day of the year unless otherwise posted for special events, specific activities, or sports with Park Use Agreements in place. It shall be unlawful to enter in or be upon any Park after the designated hour.

- (b) The Village Board and Committee will have full authority to open and close any Park, swimming area, recreational facility or other area because of season, condition, construction, or, when in the interest of public safety, it is deemed necessary.

SEC. 12-1-3 CONDITIONS PERMITTING DOGS IN PARKS.

- (a) **Dogs Permitted.** Dogs are permitted in Parks during Park Hours, subject to the following conditions:
 - (1) All dogs shall always be on a leash.
 - (2) All dogs shall be under the immediate physical control of an adult at all times.
 - (3) All dogs shall be licensed and must have an up-to-date rabies vaccination.
 - (4) All waste from a dog shall be immediately picked up and disposed of. Bags, scoops, or other appropriate implements for the removal of waste shall be carried by any person bringing a dog into a Park.
 - (5) Dogs are not permitted to be in any Park or playground structure, or any other locations as posted by order of Village.
 - (6) Dogs shall not dig, chase, or harm wildlife, damage park property, or interfere with other Park users.

SEC. 12-1-4 PARK PROPERTY & GROUNDS.

- (a) **Buildings and Shelters.**
 - (1) **Damage.** No person shall mark, deface, disfigure, damage, displace, or remove any structures, equipment, facilities, amenities, or other park property, either real or personal from any Park.
 - (2) **Concessions and Restrooms.** All users of the concession and restroom facilities shall maintain them in neat and sanitary condition.
 - (3) **Erection of Structures.** No person may construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across such lands except on a special written permit issued hereunder.
 - (4) **Fishing and Fish Cleaning.** Cleaning of fish in shelters, toilets facilities or picnic areas is prohibited in all Parks. Fishing is only authorized at Gorney Park Pond as set forth under Sec. 12-1-8.
- (b) **Grounds and Natural Resources; Damage.**

No person shall climb any tree or remove flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure, deface, write upon or ill use any tree, shrub, flower, flower bed, turf, soil, sand, or other property within any Park. The use of metal detectors and digging for buried objects is prohibited in Parks.

 - (1) **Animals.** No person shall feed, kill, injure or disturb or attempt to injure or disturb waterfowl, birds or animals, wild or domestic, within any Park, except as permitted by this Chapter. No person shall bring or harbor any horses or other animals in or upon any Park at any time except when required for activities or amusements authorized by the Committee.
 - (2) **Pollution.** No person shall discharge or place any substance, which may result in the pollution of any natural or manmade body of water or land. This includes storm sewer systems, drainage channels, or any tributary stream or creek.
 - (3) **Refuse.** No person shall scatter, litter, bring in, dump, deposit or place any waste, rubbish, garbage, refuse or other recyclable material such as glass, paper, or bottles in a Park or body of water in or contiguous to a Park. All refuse and recycling shall

be placed in the proper receptacle provided by the Village. Where receptacles are not provided, the refuse or recycling material shall be hauled off-site and disposed of in an appropriate place.

- (4) **Weapons.** Except for duly appointed law enforcement officers or person(s) authorized by law, no person shall have in his possession or under his control or discharge any weapon, explosives, or dangerous weapon as defined under Title 11, Chapter 2 of the Village Code of Ordinances.
 - (5) **Advertising.** No person shall expose, offer for sale, or advertise an article, service, or thing in any Village Park unless authorized by the Committee and Village Board.
 - (6) **Offenses; Noise; Public nuisances.** Offenses, including for public nuisance and noise are as regulated under Title 11 of this Code of Ordinances.
- (c) **Traffic & Parking.**
- (1) **Speed Limit.** No person shall operate any vehicle in a Park more than 15 mph unless otherwise posted.
 - (2) **Reckless Driving.** No person shall operate a motor vehicle in a reckless manner in any Park.
 - (3) **Parking.** No person shall park a motor vehicle in any Park outside of Park hours unless otherwise designated or authorized. Parking is restricted to designated parking areas during Park hours. Traffic signs posted along Park roads indicating where parking is not authorized shall be followed unless designated otherwise for a special event.
 - (4) **Authorized Vehicles.** Except for authorized maintenance vehicles, no person shall operate an unlicensed or licensed motorized vehicle outside of areas specifically designated as parking areas or areas where the operation of such vehicles is specifically permitted. Motor vehicles are restricted to the roads and drives and parking areas. No motor vehicles of any nature may be used on the seeded areas or paths/trails except vehicles which have Village authorization for shows, rides or exhibits and then only for the purpose of loading and unloading. Snowmobiles, minibikes, golf carts, and all other unlicensed vehicles are prohibited in Parks and public recreational areas at all times.

SEC. 12-1-5 RECREATIONAL ACTIVITIES.

- (a) **Camping.** No person shall camp in the Parks at any time.
- (b) **Games.** No games shall be played involving the throwing of stones, missiles, arrows, javelins, or model airplanes. Baseball, softball, football, basketball, soccer, pickleball, and other court sports or ball games are authorized on areas specifically designated for those activities.
- (c) **Remote Controlled Toys and Drones.** Remote controlled aircraft, boats, and drones are not authorized anywhere in the Parks unless except for areas designated for such activity.
- (d) **Ultralight Aircraft.** No person shall operate any paramotor, hang glider, or ultralight aircraft in any Park as defined by the Federal Aviation Administration, 14 C.F.R Sec 103.1, and Sec 114.195 of the Wisconsin State Statutes.
- (e) **Horse Riding.** No person shall ride a horse or drive a horse-driven vehicle in any Park unless otherwise designated or authorization by the Committee and Village Board has been obtained.
- (f) **Golfing.** No golfing or practicing golf is allowed in Parks.
- (g) **Fireworks and Explosives.** No person shall possess, use, discharge, or explode any fireworks or explosive in any Park unless specifically permitted by Village ordinance. Fireworks are defined in Sec 167.10(1) of Wis. Stats.

- (h) **Swimming.** No person shall swim, bathe, or wade in any waters or waterways in any Park except as otherwise provided and permitted by the Committee and Village Board.
- (i) **Picnic Areas and Grilling.** No person shall picnic or grill out in a place other than those designated or authorized for such activities. These activities are typically designated to specific shelter and picnic areas to ensure comfort for all Park users. The Village and/or Park staff shall direct park users accordingly to achieve this. Areas designated for reservations shall acquire a permit from the Village.
- (j) **Ice Skating.** No person shall go onto any ice of any waterway or storm water pond except areas designated for such activities.

SEC. 12-1-6 RESERVATIONS; ADDITIONAL REGULATIONS

- (a) **Reservation of Park Shelters, Playing Fields, and Courts.**
 - (1) The Committee may recommend to the Village Board fees and conditions for the exclusive use of Parks and designate area for reservations. The areas may be updated, changed, or modified as approved by the Village Board.
 - (2) All people or organizations looking to reserve a space, shelter, or court in the Parks designated for such use shall apply and obtain a permit from the Village.
 - (3) Facilities and grounds designated for reservation will be posted online with fees listed according to the Fee Schedule approved and updated from time to time by the Village Board.
 - (4) Reservation Hours shall follow the Park hours unless further restricted at the individual shelter by the Committee and posted as such.
- (b) **Application; Standards.** A Park shelter, court, or field may be reserved for the current calendar year only. Reserved uses shall have precedence over unreserved uses. Applications shall be in the form recommended and approved by the Committee and Village Board and shall include the following:
 - (1) Name and Address of the Applicant or Organization.
 - (2) Date and time for which the permit is desired.
 - (3) Location or facility for which the permit is desired.
 - (4) Estimated number of attendees for the reservation.
 - (5) The applicant, on his/her behalf or on behalf of the group, firm, organization, or corporation, must be at least 18 years of age at the time of the reservation and must be 21 if any alcoholic beverage is to be consumed.
 - (6) Any other pertinent information for Village staff that would be deemed reasonably necessary and appropriate for determining the validity of issuing a permit. This includes the use of amplified music, tents, or other structures.
- (c) **Permit Issuance Standards.**
 - (1) The proposed reservation and activity shall not interfere with the general public's ability to use and enjoy the Parks, except for those areas specifically reserved.
 - (2) The proposed reservation and activity shall not impact the public health, welfare and safety of users of the Parks.
 - (3) The proposed reservation and activity shall not conflict with other activities at the time requested.
 - (4) The proposed reservation and activity shall not incite violence, crime, disorderly conduct, or become a burdensome expense on police operations or other Village services.
 - (5) The use of amplified music, tents, or other structures must be approved by the Village in writing and shall comply with all Village Ordinance.

- (6) All Park rules and regulations apply to the permittee and associated attendees.
- (d) **Special Event Application.** Special Events as defined by Sec. 7-20-1 of this Code of Ordinances are subject to that section of Code and applicants shall apply through the Village Clerk's Office. Special Events shall include gatherings or activities that may interfere with the general public's use of the Park and may be subject to review by the Committee and/or Village Board.
- (e) **Alcoholic Beverage Possession and Consumption.**
- (1) Alcoholic beverage possession and consumption is prohibited in the Parks except for within reserved shelters for which a permit has been issued for such reservation.
 - (2) Sale of any alcoholic beverage is prohibited in the Parks unless a temporary class B license has been issued by the Village Clerk.
 - (3) Applicants who have received a permit to reserve a shelter or picnic area shall be 21 years of age or older to possess and/or consume alcohol and shall remain at the Park shelter with the permitted event for the entire time.
 - (4) Alcohol possession and consumption in areas designated and reserved with a permit shall be restricted to the hours of 10:00 a.m. to 10:00 p.m.
- (f) **Liability & Indemnification.** Prior to granting any permit for exclusive use of a Park or Park space to a group, any permittee shall agree to indemnify the Village. The Village may require the permittee to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility issued in favor of the Village and other third parties, , in an amount sufficient to protect against and pay for the injury or damage to the Park, or portion thereof, or to any person caused by or related to the actions of the permittee, its agents or participants.
- (g) **Cancellation of Reservation.** An applicant will not be issued a refund for any portion of the fees paid if the reservation is cancelled less than 14 days in advance of the reserved date. Cancellations 15 days or more from the rental date shall be refunded 75% the value of the reservation. No refunds will be made due to inclement weather.
- (h) **Permit Revocation.** The Village Board, Committee, or Village Staff reserves the right to revoke a permit already issued if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, other catastrophe, or likelihood of a breach of the peace or by a major change in the conditions forming the basis of the issuance of the permit.
- (i) **Variance.** The Committee and Village Board may grant a variance from the provisions of this ordinance for good and sufficient cause as determined by the Committee or Village Board based upon special circumstances of the particular case, but no variance shall be granted which is unjustly discriminatory in nature.

SEC. 12-1-7 PARK USE AGREEMENTS.

- (a) **Standards.** Applicants seeking to reserve a Park structure, field(s) or court(s) for an extended duration will be required to enter into a Park Use Agreement which will govern the use of the Park by the User.
- (1) Park Use Agreements shall be reviewed and approved by the Committee and approved by the Village Board via resolution.

- (2) Applicant/User shall provide the necessary insurance requirements as listed in the Park Use Agreement.
- (3) Applicant/User shall provide the necessary fees and deposits as provided in the Fee Schedule and/or set by Village Staff for the extended reservation, access, and maintenance of the facility and grounds.
- (4) Applicant/User shall be bound by all rules and regulations of this Chapter, this Code of Ordinances, and the Park Use Agreement.
- (5) Park Use Agreements may cover multiple leagues within one organization provided the Applicant/User submits that information to Village Staff with the request and is subject to the fee per league as provided in the Fee Schedule.

SEC. 12-1-8 GORNEY PARK POND.

- (a) **Definitions.** The following definitions shall apply in this Section.
 - (1) **Motorboat.** Any boat equipped with propulsion machinery, whether the machinery is the principal source of propulsion.
 - (2) **Nonmotorized Boat.** Any boat which is not a Motorboat, but which is designed and constructed to be used as a boat for transportation of a person or persons on water; including, but not limited to, any canoe, sailboat, inflatable boat or similar device, rowboat, raft and dinghy, which is not a motorboat.
- (b) **State Boating and Safety Laws Adopted.** Sections 30.50 through 30.71 of the Wisconsin Statutes, and any amendments thereto are adopted and incorporated by reference
- (c) **Motorboat Prohibition.** No person shall operate a Motorboat on the waters of Gorney Park Pond; only Nonmotorized Boats shall be allowed on the pond.
- (d) **Hours of Operation.** No person shall operate a Nonmotorized Boat upon the waters of Gorney Park Pond outside the hours of 6:00 a.m. to 7:00 p.m., local time.
- (e) **Swimming Prohibition.** Swimming shall not be permitted at Gorney Park Pond.
- (f) **Parking.** Vehicles transporting boats shall only park in those spaces designated for boat users.
- (g) **Posting Requirements.** The Village shall place and maintain a copy of this section at all public access points to Gorney Park Pond.

SEC. 12-1-9 SEVERABILITY.

The provisions of this ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be affected.

SEC. 12-1-10 VIOLATIONS, PENALTIES, ENFORCEMENT.

- (a) **Officials.** Village Staff, Committee, Village Board, and the Police Department shall diligently enforce the provisions of this chapter in connection with their duties imposed by law.
- (b) **Penalties.** Any person violating any provision of this section/chapter shall be subject to the penalties in 1-1-6 of the Village of Caledonia Code of Ordinances.”

2. That Title 12 Chapter 2 of the Code of Ordinances for the Village of Caledonia entitled “East Side Community Center” shall be, and hereby is, repealed and said Chapter number shall be noted as reserved for future use in the Code.

3. That this Ordinance shall take effect upon adoption and publication by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

ORDINANCE NO. 2025-09
VILLAGE OF CALEDONIA

**AN ORDINANCE TO AMEND TITLE 12 CHAPTER 1 RELATING TO PARKS AND
RECREATION AND SPECIFICALLY PARK REGULATIONS AND TO REPEAL
TITLE 12 CHAPTER 2 RELATING TO THE EAST SIDE COMMUNITY CENTER**

The Village Board of the Village of Caledonia, Racine County, do ordain as follows:

1. That Title 12 Chapter 1 of the Code of Ordinances for the Village of Caledonia entitled “Park Regulations” be, and hereby is, amended to read as follows:

“CHAPTER 1
Park Regulations

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
12-1-1	<i>Definitions</i>		
12-1-2	<i>Park Hours</i>		
12-1-3	<i>Conditions Permitting Dogs in Parks</i>		
12-1-4	<i>Park Property and Grounds</i>		
12-1-5	<i>Recreational Activities</i>		
12-1-6	<i>Reservations</i>		
12-1-7	<i>Park Use Agreements</i>		
12-1-8	<i>Gorney Park Pond</i>		
12-1-9	<u><i>Severability</i></u>		
<u>12-1-10</u>	<i>Violations, Penalties, Enforcement</i>		

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SEC. 12-1-1 DEFINITIONS.

The following definitions shall apply in this Chapter.

- (a) **Committee.** The Parks and Recreation Advisory Committee.
- (b) **Park.** Any park property, wildlife or nature preserve, playground or other area in the Village owned, designated and utilized by the Village for recreation activities. This definition includes both the singular and plural versions.
- (c) **Board.** The Caledonia Village Board of Trustees
- (d) **Amenity.** Any building, shelter, structure, play field, court, or facility designed for the use of passive or active recreation in a Village Owned Park.
- (e) **Park Use Agreement.** An agreement between the Village of Caledonia Board of Trustees and an athletic or recreational organization for use exclusive use of a Village Park or Park Amenity for a duration set forth in the approved documents.
- (f) **Reservation.** A permitted use of a Park Amenity.

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SEC. 12-1-2 PARK HOURS.

- (a) Hours are 6:00 a.m. to 10:00 p.m. at all Village Parks every day of the year unless otherwise posted for special events, specific activities, or sports with Park Use Agreements in place. It shall be unlawful to enter in or be upon any park or playground Park after the designated hour.
- (b) The Village Board and Committee will have full authority to open and close any Park, swimming area, recreational facility or other area because of season, condition, construction, or, when in the interest of public safety, it is deemed necessary.

SEC. 12-1-3 CONDITIONS PERMITTING DOGS IN PARKS.

- (a) **Dogs Permitted.** Dogs are permitted in Village Parks during Park Hours, subject to the following conditions:
 - (1) All dogs shall always be on a leash.
 - (2) All dogs shall be under the immediate physical control of an adult at all times.
 - (3) All dogs shall be licensed and must have an up-to-date rabies vaccination.
 - (4) All waste from a dog shall be immediately picked up and disposed of. Bags, scoops, or other appropriate implements for the removal of waste shall be carried by any person bringing a dog into a Village Park.
 - (5) Dogs are not permitted to be on in any park Park or playground structure, or any other locations as posted by order of Village of Caledonia.
 - (6) Dogs must shall not dig, chase, or harm wildlife, damage park property, or interfere with other park Park users.

SEC. 12-1-4 PARK PROPERTY & GROUNDS.

- (a) **Buildings and Shelters.**

- (1) **Damage.** No person shall ~~intentionally~~ mark, deface, disfigure, damage, displace, or remove any structures, equipment, facilities, amenities, or other park property, either real or personal from any ~~Village~~ Park.
- (2) **Concessions and Restrooms.** All users of the concession and restroom facilities shall maintain them in neat and sanitary condition.
- (3) **Erection of Structures.** No person may construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across such lands except on a special written permit issued hereunder.
- (4) **Fishing and Fish Cleaning.** Cleaning of fish in shelters, toilets facilities or picnic areas is prohibited in all ~~Village~~ Parks. Fishing is only authorized at Gorney Park Pond as set forth under Sec. 12-1-8.

(b) **Grounds and Natural Resources; Damage.**

No person shall climb any tree or remove flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure, deface, write upon or ill use any tree, shrub, flower, flower bed, turf, soil, sand, or other property within any ~~P~~ark. The use of metal detectors and digging for buried objects is ~~also~~ prohibited in ~~Village~~ Parks.

- (1) **Animals.** No person shall feed, kill, injure or disturb or attempt to injure or disturb waterfowl, birds or animals, wild or domestic, within any ~~P~~ark, except as permitted by this Chapter. No person shall bring or harbor any horses or other animals in or upon any ~~P~~ark ~~or recreational area~~ at any time except when required for activities or amusements authorized by the Committee.
- (2) **Pollution.** No person shall discharge or place any substance, which may result in the pollution of any natural or manmade body of water or land. This includes storm sewer systems, drainage channels, or any tributary stream or creek.
- (3) **Refuse.** No person shall scatter, litter, bring in, dump, deposit or place any waste, rubbish, garbage, refuse or other recyclable material such as glass, paper, or bottles in a ~~Village~~ Park or body of water in or contiguous to a Park. All refuse and recycling shall be placed in the proper receptacle provided by the Village. Where receptacles are not provided, the refuse or recycling material shall be hauled off-site and disposed of in an appropriate place.
- (4) **Weapons.** Except for duly appointed law enforcement officers or person(s) authorized by law, no person shall have in his possession or under his control or discharge any weapon, explosives, or dangerous weapon as defined under ~~Sec. 11-2~~ Title 11, Chapter 2 of the Village Code of Ordinances.
- (5) **Advertising.** No person shall expose, offer for sale, or advertise an article, service, or thing in any Village Park unless authorized by the Committee and ~~Village~~ Board.
- (6) ~~Offenses; Noise. Public~~ Noise; Public nuisances. Offenses, including for public nuisance and n-oise are as regulated under regarding noise shall follow Village Ordinance 11-2-8 for Title 11 of this code of Ordinances. all offenses against public safety and peace.

(c) **Traffic & Parking.**

- (1) **Speed Limit.** No person shall operate any vehicle in a ~~Village~~ Park more than 15 mph unless otherwise posted.

- (2) **Reckless Driving.** No person shall operate a motor vehicle in a reckless manner in any ~~Village~~ Park.
- (3) **Parking.** No person shall park a motor vehicle in any Park ~~in the Village~~ outside of Park ~~h~~Hours unless otherwise designated or authorized. Parking is restricted to designated parking areas during Park hours. Traffic signs posted along Park roads indicating where parking is not authorized shall be followed unless designated otherwise for a special event.
- (4) **Authorized Vehicles.** Except for authorized maintenance vehicles, no person shall operate an unlicensed or licensed motorized vehicle outside of areas specifically designated as parking areas or areas where the operation of such vehicles is specifically permitted. Motor vehicles are restricted to the roads and drives and parking areas. No motor vehicles of any nature may be used on the seeded areas or paths/trails except vehicles which have Village authorization for shows, rides or exhibits and then only for the purpose of loading and unloading. Snowmobiles, minibikes, golf carts, and all other unlicensed vehicles are prohibited in ~~Village~~ ~~P~~parks and public recreational areas at all times.

SEC. 12-1-5 RECREATIONAL ACTIVITIES.

- (a) **Camping.** No person shall camp in the Parks at any time.
- (b) **Games.** No games shall be played involving the throwing of stones, missiles, arrows, javelins, or model airplanes. Baseball, softball, football, basketball, soccer, pickleball, and other court sports or ball games are authorized on areas specifically designated for those activities.
- (c) **Remote Controlled Toys and Drones.** Remote controlled aircraft, boats, and drones are not authorized anywhere in the Parks unless except for areas designated for such activity.
- (d) **Ultralight Aircraft.** No person shall operate any paramotor, hang glider, or ultralight aircraft in any Park as defined by the Federal Aviation Administration, 14 C.F.R Sec 103.1, and Sec 114.195 of the Wisconsin State Statutes.
- (e) **Horse Riding.** No person shall ride a horse or drive a horse-driven vehicle in any Park unless otherwise designated or authorization by the Committee and ~~Village~~ Board has been obtained.
- (f) **Golfing.** No golfing or practicing golf is allowed in ~~Village~~ Parks.
- (g) **Fireworks and Explosives.** No person shall possess, use, discharge, or explode any fireworks or explosive in any Park ~~unless specifically permitted by Village ordinance or recreational area~~. Fireworks are defined in Sec 167.10(1) of Wis. Stats.
- (h) **Swimming.** No person shall swim, bathe, or wade in any waters or waterways in any Park except as otherwise provided and permitted by the Committee and ~~Village~~ Board.
- (i) **Picnic Areas and Grilling.** No person shall picnic or grill out in a place other than those designated or authorized for such activities. These activities are typically designated to specific shelter and picnic areas to ensure comfort for all Park ~~u~~sers. The Village and/or Park ~~s~~Staff shall direct park users accordingly to achieve this. Areas designated for reservations shall acquire a permit from the Village.
- (j) **Ice Skating.** No person shall go onto any ice of any waterway or storm water pond except areas designated for such activities.

SEC. 12-1-6 RESERVATIONS; ADDITIONAL REGULATIONS.

- (a) **Reservation of Park Shelters, Playing Fields, and Courts.**
- (1) The ~~Park~~ Committee may recommend to the Village Board fees and conditions for the exclusive use of ~~Village~~ Parks and designate area for reservations. The areas may be updated, changed, or modified as approved by the Village Board.
 - (2) All people or organizations looking to reserve a space, shelter, or court in the Parks designated for such use shall apply and obtain a permit from the Village.
 - (3) Facilities and grounds designated for reservation will be posted online with fees listed according to the Fee Schedule approved and updated from time to time by the Village Board.
 - (4) Reservation Hours shall follow the Park hours unless further restricted at the individual shelter by the Committee and posted as such.
- (b) **Application; Standards.** ~~A person seeking a permit to reserve a~~ Park shelter, court, or field may be reserved for the current calendar year only. Reserved uses shall have precedence over unreserved uses. ~~-~~Applications shall be in the form recommended and approved by the Committee and Village Board and shall include the following:
- (1) Name and Address of the Applicant or Organization.
 - (2) Date and time for which the permit is desired.
 - (3) Location or facility for which the permit is desired.
 - (4) Estimated number of attendees for the reservation.
 - (5) The applicant, on his/her behalf or on behalf of the group, firm, organization, or corporation, must be at least 18 years ~~old of age~~ at the time of the reservation and must be 21 if ~~beer/wine~~any alcoholic beverage is to be consumed.
 - (6) Any other pertinent information for Village ~~s~~Staff that would be deemed reasonably necessary and appropriate for determining the validity of issuing a permit. This includes the use of amplified music, tents, or other structures.
- (c) **Permit Issuance Standards.**
- (1) The proposed reservation and activity ~~will-shall~~ not interfere with the general public's ability to use and enjoy the Parks, except for those areas specifically reserved.
 - (2) The proposed reservation and activity ~~will-shall~~ not impact the public health, welfare and safety of users of the Parks.
 - (3) The proposed reservation and activity ~~will-shall~~ not conflict with other activities at the time requested.
 - (4) The proposed reservation and activity ~~will-shall~~ not incite violence, crime, disorderly conduct, or become a burdensome expense on police operations or other Village services.
 - (5) The use of amplified music, tents, or other structures must be approved by the Village in writing and ~~must not violate~~shall comply with all any Village Ordinance.
 - (6) All Park rules and regulations apply to the permittee and associated attendees.
- (d) **Special Event Application.** Special Events as defined by Sec. 7-20-1 of this Code of Ordinances are subject to that section of Ccode and applicants shall apply through the

Village Clerk's Office. Special Events shall include gatherings or activities that may interfere with the general public's use of the ~~park~~ Park and may be subject to review by the ~~Parks and Recreation Advisory Committee~~ and/or Village Board.

(e) **Alcoholic Beverage Possession and Consumption.**

- (1) Alcoholic beverage possession and consumption is prohibited in the Parks except for within reserved shelters ~~who for which a have been issued a permit~~ has been issued for such reservation.
- (2) Sale of any alcoholic beverage is prohibited in the Parks unless a temporary class B license has been issued by the Village Clerk.
- (3) Applicants who have received a permit to reserve a shelter or picnic area shall be 21 years of age or older to possess and/or consume alcohol and shall remain at the park ~~Park~~ shelter with the permitted party event for the entire time.
- (4) Alcohol possession and consumption in areas designated and reserved with a permit shall be restricted to the hours of 10:00 a.m. to 10:00 p.m.

(f) **Liability & Indemnification.** Prior to granting any permit for exclusive use of a ~~P~~ Park or Park space to a group, any permittee shall agree to indemnify the Village. ~~The Village may require the permittee to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, running-issued in favor of~~ the Village and ~~such other third parties, as may be injured or damaged,~~ in an amount depending sufficient to protect against and pay for the upon the likelihood of injury or damage as a direct and proximate result of the exclusive use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby to the Park, or portion thereof, or to any person caused by or related to the actions of the permittee, its agents or participants.

(g) **Cancellation of Reservation.** An applicant will not be issued a refund for any portion of the fees paid if the reservation is cancelled less than 14 days in advance of the reserved date. Cancellations 15 days or more from the rental date shall be refunded 75% the value of the reservation. No refunds will be made due to inclement weather.

(h) **Permit Revocation.** The Village Board, Committee, or Village Staff reserves the right to revoke a permit already issued if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, other catastrophe, or likelihood of a breach of the peace or by a major change in the conditions forming the basis of the issuance of the permit.

(i) **Variance.** The Committee and Village Board may grant a variance from the provisions of this ordinance for good and sufficient cause as determined by the Committee or Village Board based upon special circumstances of the particular case, but no variance shall be granted which is unjustly discriminatory in nature.

SEC. 12-1-7 PARK USE AGREEMENTS.

- (a) **Standards.** Applicants seeking to reserve a Park structure, field(s) or court(s) for an extended duration will be required to enter into a Park Use Agreement which will govern the use of the Park by the User.
- (1) Park Use Agreements shall be reviewed and approved by the Committee and approved by the Village Board via resolution.
 - (2) Applicant/User shall provide the necessary insurance requirements as listed in the Park Use Agreement.
 - (3) Applicant/User shall provide the necessary fees and deposits as provided in the Fee Schedule and/or set by Village Staff for the extended reservation, access, and maintenance of the facility and grounds.
 - (4) Applicant/User will shall be bound by all rules and regulations of this Ordinance Chapter, this Code of Ordinances, and in addition to the Park Use Agreement.
 - (5) Park Use Agreements can may cover multiple leagues within one organization provided the Applicant/User submits that information to Village Staff with the request and is subject to the fee per league as provided in the Fee Schedule.

(5)

SEC. 12-1-8 GORNEY PARK POND.

SEC. 12-1-8

- (a) **Definitions.** The following definitions shall apply in this Section.
- (1) "Motorboat." means aAny boat equipped with propulsion machinery, whether the machinery is the principal source of propulsion.
 - (2) "Nonmotorized Boat." boat means Anya boat which is not a Mmotorboat, but which is designed and constructed to be used as a boat for transportation of a person or persons on water; including, but not limited to, any canoe, sailboat, inflatable boat or similar device, rowboat, raft and dinghy, which is not a motorboat.
- (b) **State Boating and Safety Laws Adopted.** Sections 30.50 through 30.71 of the Wisconsin Statutes, and any amendments thereto are adopted and incorporated by reference
- (c) **Motorboat Prohibition.** No person shall operate a Mmotorboat on the waters of Gorney Park Pond; only Nonmotorized Bboats shall be permitted-allowed on the pond.
- (d) **Hours of Operation.** No person shall operate a Nonmotorized Bboat upon the waters of Gorney Park Pond outside the hours of 6:00 a.m. to 7:00 p.m., local time.
- (e) **Swimming Prohibition.** Swimming shall not be permitted at Gorney Park Pond.
- (f) **Parking.** Vehicles transporting boats shall only park in those spaces designated for boat users.
- (g) **Posting Requirements.** The Village shall place and maintain a copy of this section at all public access points to Gorney Park Pond.

(g)

~~(h) **Severability.** The provisions of this ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be affected.~~

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SEC. 12-1-9 SEVERABILITY.

Severability. The provisions of this ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be affected.

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SEC. 12-1-9 SEC. 12-1-10 VIOLATIONS, PENALTIES, ENFORCEMENT.

- (a) **Officials.** Village Staff, Committee, Village Board, and the Police Department shall diligently enforce the provisions of this chapter in connection with their duties imposed by law.
- (b) **Penalties.** Any person violating any provision of this section/chapter shall be subject to the penalties in 1-1-6 of the Village of Caledonia Code of Ordinances."

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2. That Title 12 Chapter 2 of the Code of Ordinances for the Village of Caledonia entitled "East Side Community Center" shall be, and hereby is, repealed and said Chapter number shall be noted as reserved for future use in the Code.

3. That this Ordinance shall take effect upon adoption and publication by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of SeptemberDecember, 20254.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**ORDINANCE NO. 2025-16
VILLAGE OF CALEDONIA**

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE MULTI-JURISDICTIONAL
COMPREHENSIVE PLAN FOR RACINE COUNTY: 2035 AS IT PERTAINS TO THE
VILLAGE OF CALEDONIA UNDER SECTION 13-2-1 OF THE VILLAGE'S CODE OF
ORDINANCES BY CREATING SECTION 13-2-2(Z) ADDING AN AMENDMENT TO
THE VILLAGE'S COMPREHENSIVE PLAN AND AFFECTING THE PARCEL
LOCATED ON THE NORTHEAST CORNER OF 4 MILE ROAD AND ERIE STREET,
PARCEL ID NO. 104-04-23-21-321-000, VILLAGE OF CALEDONIA; CONTAINING
0.503 ACRES, MORE OR LESS; FROM MEDIUM DENSITY RESIDENTIAL TO HIGH
DENSITY RESIDENTIAL; JOHN COURY, OWNER**

The Village Board of the Village of Caledonia, Racine County, Wisconsin, ordains as follows:

1. That pursuant to Section 61.35 of the Wisconsin Statutes, the Village of Caledonia is authorized to prepare and adopt a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.
2. That the Village Board, by the enactment of Ordinance No. 2009-07, created Section 13-2-1 of the Municipal Code of Ordinances and formally adopted the document titled "A Multi-Jurisdictional Comprehensive Plan for Racine County: 2035" as the Village Comprehensive Plan, and incorporated said plan into Section 13-2-1. The Village Board subsequently created Section 13-2-2 to track approved amendments to the Plan.
3. The Village published and posted a Class 1 public notice on October 20, 2025 and held a public hearing regarding the plan amendment on November 24, 2025.
4. That the Plan Commission, with a unanimous vote at a meeting held on November 24, 2025, after a public hearing held on November 24, 2025, adopted Plan Commission Resolution PC2025-04, amending the land use designation of the parcel with Parcel ID No. 104-04-23-21-321-000. This parcel, located on the northeast corner of 4 Mile Road and Erie Street containing 0.503 acres, more or less; John Coury, Owner; changing the Land Use Map category from Medium Density Residential to High Density Residential on the Village land use plan map adopted by the Village Board as part of the multi-jurisdictional comprehensive plan.
5. The Village Board of the Village of Caledonia hereby adopts the proposed Comprehensive Plan amendment for the Village of Caledonia, for the following reasons:
 - a. This land use amendment is compatible with the land use classifications of abutting properties.
 - b. This land use amendment is consistent with the goals and policies contained within the 2035 Comprehensive Plan.
 - c. This Land Use Plan amendment will lay the foundation for rezoning the subject property to the RM-1, Multi Family Residential District for a future four-family residential development.

6. That Section 13-2-2(z) of the Municipal Code for the Village of Caledonia be, and hereby is, created to read as follows:

“(z) Amendment to the land use categories on Map 3 entitled “Recommended Land Use Plan for the Village of Caledonia: 2035” for Parcel Id. No. 104-04-23-21-321-000. The parcel located on the northeast corner of 4 Mile Road and Erie Street containing 0.503 acres, more or less, changing the land use plan map category for this land from Medium Density Residential to High Density Residential on the Village Land Use Plan Map adopted by the Village Board as part of the multi-jurisdictional comprehensive plan as shown below bordered in red.”



7. The Village Clerk is directed to send a copy of this ordinance and the plan amendment to the parties listed in Section 66.1001(4)(b) of the Wisconsin Statutes.

8. That after a sufficient number of land use plan amendments have occurred, the Village Clerk shall cause the land use map of the Comprehensive Plan to be updated to reflect the amendment herein.

9. That this ordinance shall take effect upon the day after posting or publication in accordance with ordinance and applicable law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**RESOLUTION NO. 2025-097
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING A BUILDING, SITE, AND OPERATION PLAN TO
CONSTRUCT AN ±8,060 SQUARE-FOOT INDUSTRIAL BUILDING ON THE PARCEL
LOCATED NORTH OF 4005 QUICK DRIVE; RA DOMANIK INVESTMENTS LLC,
OWNER; NATHAN REMITZ, APPLICANT**

The Village Board for the Village of Caledonia resolves as follows:

WHEREAS, Nathan Remitz, Applicant, has requested to construct an ±8,060 square-foot industrial building on the parcel located north of 4005 Quick Drive; Parcel Id. No. 104-04-22-27-016-070, Village of Caledonia, Racine County, WI; and

WHEREAS, the Village Plan Commission has recommended approval of the building, site, and operation plan for the following reasons:

1. The proposed use is allowed by underlying zoning and building, site, and operations plan review process.
2. This use is consistent with the 2035 Comprehensive Land Use Plan designation of manufacturing.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the site plan as set forth above, is hereby approved for the same reasons and requirements set forth above and subject to the same conditions imposed by the Village Plan Commission.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**RESOLUTION NO. 2025-098
VILLAGE OF CALEDONIA**

**A RESOLUTION APPOINTING ELECTION INSPECTORS
FOR THE 2026-2027 ELECTION CYCLE**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, In 2005, Wisconsin Act 451 set the terms of election inspectors to be two years beginning in January of an even-numbered year through December of the following odd-numbered year;

WHEREAS, the following names are being submitted, noting that the Democratic Party and Republican Party has submitted a list;

NOW, THEREFORE, BE IT RESOLVED THAT the Village Board approves the list of Election Inspectors set forth in Exhibit A, which is attached hereto and incorporated herein to be effective January 1, 2026; and

BE IT FURTHER RESOLVED THAT the Village Board hereby authorizes the Village Clerk to select and employ additional election workers, if necessary, for any and all elections to be held in the Village of Caledonia during the years 2026 and 2027.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

Exhibit A

Name		Party	Name		Party
Anderegg	Carol	U	Marchewka	Michael	U
Anderson	Kathy	U	Mattes	Dawn	D
Andrewski	Jeanne	U	McCabe	David	U
Barnes	Robin	U	McCambridge	Sue	U
Barnes	John	U	McGregor	Suzann	U
Beauchamp	Vicky	U	Michel	Judy	U
Besaw	Lynne	U	Mielke	Linda	U
Bienick	Mary	U	Mielke	Richard	U
Boucher	Trini	U	Mills	Stephanie	U
Boom	Jeni	STAFF	Minto	Tony	U
Bradshaw	Mary	U	Minto	Athena	U
Brantman	Kathy	U	Mueller	Bev	U
Brietchaft	John	U	Nielsen	Katheen	U
Callender	Linda	U	Novak	Theresa	U
Carranza	Margie	U	O'Brien	Megan	STAFF
Carranza	Maricela	U	Oscarson	Remi	D
Caucutt	David	U	Pencak	Thomas	U
Copus	Belinda	U	Penzkowski	Diane	STAFF
Copus	Wayne	U	Phillips	Daniel	U
Cummings	Kim	R	Phillips-Rooney	Erin	U
Danner	Brandon	U	Putirskis	Helen	U
Dieckhoff	Kathy	U	Regenfuss	Christine	U
Ehleiter	Mary Kay	U	Rennert	Joan	U
Engwis	Cynthia	U	Rennert	Norm	U
Esser	Brian	D	Rewolinski	Marilyn	U
Feuerstein	Diane	U	Reyes	Beatrice	U
Garcia	Mariano	R	Rheume	Marty	U
Girard	Rebecca	U	Runge	Connie	U
Gradymiller	Christine	R	Rygiewicz	Sandy	U
Haigh	Nathan	D	Schmanski	Mary Jo	U
Hammann	Elizabeth	U	Scott	Barbara	U
Hanke	Barbara	U	Smith	Diane	U
Horner	Georgia	U	Sobczak	Lila	U
Hyde	Sharon	U	Sorsek	Mary	U

Issacson	Patricia	U	Spaid	Robert	R
Jacob	Randy	U	Spellman	Colleen	STAFF
Jacobson	Nancy	U	Spinelli	Wendy	D
Jacyna	Cathy	U	Spreeberg	Mary Jo	U
Joers	Mark	U	Stillman	Denise	U
Kasper	Ben	U	Tomaloff	Joanne	U
Kickland	Brittany	STAFF	Ulrick	Anne	U
Kister	Sharon	U	Villarreal	Cynthia	U
Kozinski	Mike	U	Villarreal	Luis	U
Kozinski	Sue	U	Vrana	Jim	R
Kroes	Mike	U	Vrana	Sue	R
Larrabee	Cathy	U	Warner	Stephanie	U
Larsen	Cindi	U	Wherli	James	R
Lauersdorf-Adan	Leslie	R	Wiegand	Teressa	U
Lea	Michael	U	Wolter	Mary	R
Lechner	Lynda	U	Zengle	Alexis	U
Magruder	Patricia	U	Zich	Luke	D
Mandernack	Marilyn	D	Zurawski	Gerald	U
Mandernack	Scott	D			

**RESOLUTION NO. 2025-099
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO
A CONTRACT WITH THE RACINE COUNTY ECONOMIC DEVELOPMENT
CORPORATION FOR ECONOMIC DEVELOPMENT TECHNICAL ASSISTANCE
FOR 2026**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Village of Caledonia has contracted with the Racine County Economic Development Corporation for economic development technical assistance for many years, and RCEDC has been very helpful in the Caledonia Business Park improvements, and various other economic development activities in the Village; and

WHEREAS, the Village of Caledonia would like to continue contracting with RCEDC in 2026.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and the Racine County Economic Development Corporation for economic development technical assistance beginning on January 1, 2026 through December 31, 2026, as set forth in Exhibit A, which is attached hereto and incorporated herein, at the cost of \$50,000, which is an increase of \$3,559 from 2025, is authorized and approved, and the Village President and Village Clerk are authorized to execute said contract.

BE IT FURTHER RESOLVED that the funds for the said contract shall be allocated based on annual activity between current TIDs.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

December 2, 2025

Tom Weatherston, Village President
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

RE: 2026 Caledonia/RCEDC Agreement

Dear Mr. Weatherston:

This letter is intended to serve as a letter agreement (Agreement) between the Village of Caledonia (Caledonia) and the Racine County Economic Development Corporation (RCEDC). In accordance with this agreement, the RCEDC agrees to continue to provide economic development technical assistance to Caledonia. Such assistance will be coordinated on a day-to-day basis with the Administration and, regarding policy-related issues coordinated with the Village Administrator, Development Director, Village President and Village Board.

PURPOSE

The purpose of the Agreement is to further the overall goals of economic development by facilitating business expansion projects that result in job growth, private investment, and new tax base for Caledonia through interagency cooperation and services provided by the RCEDC. In addition to facilitating the 2026 RCEDC Strategic Plan, this Agreement includes special projects for Caledonia.

AGREEMENT

The RCEDC agrees to provide direct economic development assistance to Caledonia in accordance with the objectives promulgated by the Village President, Village Board, and Village Administrator. The RCEDC has assigned Laura Million, Deputy Director as the lead economic development staff person to Caledonia with direct support from the Corporate Attraction Market Lead. Ms. Million will act as the Village's economic development advocate, in partnership with other RCEDC staff. RCEDC will expend its best efforts to promote industrial, residential, and commercial development; entrepreneurship and business growth; talent attraction; and collaborative efforts to support Caledonia and its companies.

This agreement is broken into two sections:

- First, RCEDC's 2026 strategic plan focuses efforts to deliver financial and technical resources as described in Sections 1-4.
- Second, the Village leadership has assigned special projects to RCEDC in Section 5.

In addition to the regularly scheduled meetings and ongoing communications with the Village Administrator, RCEDC will deliver written and verbal quarterly reports to the Village President, Village Board, and Village Administrator on the progress toward measurable outcomes for each goal and special projects.

- 1. PRIORITY: Seize the Potential of our Existing Land, Assets, and Physical Attributes by Aggressively Promoting Racine County.** This priority focuses on business attraction. Our goal is to leverage Racine County's competitive advantages — geographical location, public infrastructure, affordability, and ease of doing business — to attract industrial and residential development.

Industrial Development

- A. In partnership with Milwaukee 7, Wisconsin Economic Development Corporation, and private developers, respond to Request for Information documents in coordination with local municipalities to secure new investments, businesses, and tenants in Racine County.
- B. To leverage regional and local industry and workforce concentrations, participate and lead business recruitment efforts directed at site selectors to promote the existence of the following industries in the M7 region:
 - Mechanical Manufacturing
 - Energy and Component Manufacturing
 - Technology and Electronic Manufacturing
 - Food and Beverage Manufacturing
 - BioTech and Manufacturing
 - Corporate and Professional Services
 - Datacenter and Information Technology Services
- C. To leverage Racine County's location and available business park land, design and implement a proactive recruitment campaign, focusing efforts on businesses located in northern Illinois.
- D. Regularly coordinate with local municipalities to identify land development opportunities for developers, site selectors, and businesses.
- E. As determined by the community, work cooperatively to explore ways to attract tenants to vacant buildings or encourage redevelopment of underutilized buildings and sites.

Residential Development

- F. Work in partnership with Racine County leadership to implement the recommendations from the 2024 Racine County housing study.

- G. Work cooperatively with local municipalities to identify land sites ideal for residential development.
- H. Design and distribute Racine County promotional materials to residential developers.

Performance Measures:

- Reactive:
 - Number of Requests for Information Packages (RFIs) received, completed, submitted, and tracked (active, inactive, not successful then why).
- Proactive:
 - Number of outreach meetings and events completed.
 - Number of Site Selector business recruitment campaigns, focused on industry concentrations, completed, tracked for status, and follow up.
 - Number of recruitment campaigns designed and distributed (industrial and residential) and results.
 - Number of active recruitment prospects.
 - Number of municipalities collaborating with RCEDC to provide information on available land and building sites.
 - Number of industrial and residential developments approved.
 - Dollar value of private investment, including construction investment of approved projects.

- 2. PRIORITY: Support New and Established Businesses and Entrepreneurs to Thrive in Racine County.** This priority focuses on supporting Racine County's existing businesses. RCEDC will provide technical and financial assistance to support and grow the local economy and entrepreneurs in our area.

Business Expansion

- A. Continue the robust outreach program to engage businesses and intermediaries that facilitate business expansions, including commercial lenders, real estate professionals, attorneys, accountants, chambers of commerce, and municipal officials.
- B. Facilitate business expansion projects by proactively providing concierge services, excellent customer service, and technical and financial resources that result in private investment.

Entrepreneurs and Start-Ups

- C. Convene entrepreneurial partners quarterly to increase collaboration to reach, inform, equip, and connect entrepreneurs with resources. Regularly seek, compile, and distribute resources to entrepreneurs.

- D. Continue to facilitate the BizStarts Racine program and, in coordination with partners, offer additional technical training to grow and support the local entrepreneurial community.
- E. Collaborate with entrepreneurial partners in Southeast Wisconsin to further support and grow the entrepreneurial network and seek new funding to enhance or expand programming.

Performance Measures:

- Number of outreach meetings and events completed.
- Number of active existing business prospects.
- Number of technical assistance actions received and completed.
- Number of loans, grants, and incentives approved and closed.
- Dollar value of loans, grants, and incentives approved.
- Dollar value of private investment, including the construction value of approved projects.
- Number of BizStarts Racine graduates.
- Number of DBE businesses supported.

3. PRIORITY: Racine County is the Destination of Choice for Talent. This priority will focus on promoting Racine County to attract and retain talent. Through the Greater Racine County website, RCEDC will compile relevant data, create talent-attraction stories and videos, and design other marketing materials to tell Racine County's story as a fantastic place to work and live. Because of the post-secondary educational assets in our region, RCEDC will seek to leverage this partnership to retain young talent in Racine County.

- A. Through the Greater Racine County website and social media channels, promote Racine County's assets, geography, and attractions to increase talent to live and work in Racine County.
- B. Influence internal and external perceptions of Racine County through marketing efforts that boost community pride to retain and attract talent.
- C. Seek additional funding to increase RCEDC resources to promote Racine County to talent and residents living and working outside of Racine County.
- D. Increase engagement with area educational institutions to ensure young talent (students, interns, and graduates) are aware of the employment opportunities in Racine

County.

- Explore and implement opportunities to work with area higher education partners to retain graduates in Racine County. Implementation may include presenting to and engaging with college classes to promote Racine County and employment opportunities, volunteering on relevant committees to increase collaboration between educators and businesses.
- Explore opportunities to increase collaboration with local high schools, such as Racine Unified School District, Burlington, Waterford, and Union Grove high schools to retain graduates in Racine County.

Performance Measures:

- Number of talent-focused events completed with local employers hosted or co-hosted.
- Number of funding opportunities pursued to increase funding to promote Racine County.
- Increase year-over-year engagement on the Greater Racine County website and social media.
- Number of talent events and presentations with area colleges, high schools, and employers.

- 4. PRIORITY: Grow our Relationships & Explore New Opportunities.** RCEDC recognizes that a key to success will be to continue working collaboratively, support relationships that add value to Racine County, and stay innovative in how we do our work.
- A. Commit to continue and enhance what's working and has a positive, measurable impact.
 - B. Strengthen collaborations and partnerships that add value, leverage resources, and avoid duplicating efforts.
 - C. Explore bold opportunities, including new approaches to problem-solving, modifying existing programs to improve measurable outcomes, and identifying and securing resources to support Racine County businesses.
 - D. Support and collaborate with area chambers of commerce and other nonprofit organizations that align with RCEDC's mission to further economic development goals, including but not limited to business outreach, resource awareness, and community promotion.
 - E. Seek and engage diverse (gender, age, and ethnicity) RCEDC volunteers to increase community engagement.

Performance Measures:

- Maintain an attendance goal of 75% at the Leadership Council meetings.
- Seek diverse volunteers to fill a minimum of 25% of RCEDC volunteer opportunities.
- Maintain active engagement with area chambers of commerce and nonprofit organizations by providing referrals and making presentations.

5. SPECIAL PROJECTS: In addition to the above activities, RCEDC will work in partnership with the Village on the special projects detailed below:

- A. Assist in the implementation of a recruitment plan for Highway K development and the Caledonia Business Park.
- B. Assist in the creation and implementation of recruitment plans for key sites, including but not limited to commercial and residential sites on Douglas Avenue and the former Kmart building.
- C. Support and provide input to Caledonia for the update of its Comprehensive Plan with a focus on elements related to economic development.
- D. Monitor project implementation and compliance for Caledonia development agreements to ensure capital expenditures and/or job retention and creation activities are documented.

TIME PERIOD FOR THIS AGREEMENT AND COMPENSATION

The above-referenced assistance will be provided by the RCEDC staff during the time period beginning January 1, 2026 to December 31, 2026. The annual cost of this assistance to Caledonia is \$50,000. Payments will be made during the first week of each quarter, upon the receipt of an invoice from the RCEDC. The cost of developing any additional materials and significant printing and mailing of items necessary to implement these services are outside the scope of the Agreement and will be negotiated on an as necessary basis.

INDEPENDENT CONTRACTOR

RCEDC shall be an independent contractor of Caledonia. Neither RCEDC nor any of its officers, employees, or agents shall be considered to be an employee of Caledonia as a result of the obligations undertaken pursuant to this agreement. RCEDC's officers, employees and agents shall make no commitments or representations to third parties without prior approval of Caledonia. In addition, RCEDC hereby holds harmless Caledonia and its departments, officers, employees and agents from and against all claims, demands and liability for damages to third persons of any type whatever arising solely out of the actions of RCEDC under this agreement.

LIABILITY INSURANCE

The RCEDC is to carry liability insurance and list Caledonia as an additional insured on the policy.

TERMINATION

This agreement may be terminated by either party upon thirty (30) days written notice in the event of default by the other party of any material provision hereof which remains unremedied for thirty (30) days following written notice of such default.

NOTICES

Notices under this agreement shall be mailed by registered mail to the Caledonia Village President and Village Administrator, 5043 Chester Lane, Racine, WI 53402, for Caledonia, and to Jenny Trick, Executive Director, 2320 Renaissance Blvd., Sturtevant, WI 53177, for RCEDC, or shall be personally served on either said person or the person in charge of either respective office.

ASSIGNMENT

RCEDC agrees that it will not assign this agreement or any portion thereof, or any of its responsibilities hereunder, to any other party without first obtaining the written permission of the Village.

If the terms and conditions of this proposal are satisfactory, please sign the two original documents where indicated and return to the RCEDC for RCEDC final signature.

Sincerely,



Jenny Trick, Executive Director

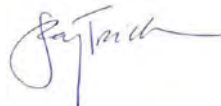
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the ____ day of _____, 2025.

VILLAGE OF CALEDONIA

By: _____
Tom Weatherston, Village President

Witness: _____
Jennifer Bass, Village Clerk

**RACINE COUNTY ECONOMIC
DEVELOPMENT CORPORATION**

By: 
Jenny Trick, Executive Director

**RESOLUTION NO. 2025-100
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING
THE VILLAGE OF CALEDONIA 2026 WAGE SCALE**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Village of Caledonia currently has a wage scale to assist in hiring, retaining, and compensating employees.

WHEREAS, that current wage scale is being updated to reflect the budgeted 2026 wage increase of 3.5%.

WHEREAS, updating the wage scale to accurately reflect increases in compensation that have occurred would help keep employees within their scale with opportunities for increases.

NOW, THEREFORE, BE IT RESOLVED that the Village Board hereby adopts the attached Wage Scale marked as **Exhibit A**.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

EXHIBIT A
Village of Caledonia 2026 Wage Scale

Grade	Minimum	Mid-Point	Max	Positions	Min Wage	Mid-Point	Max
1	36,128.00	41,547.00	46,966.00		17.3692	19.9745	22.5798
2	37,935.00	43,624.00	49,315.00		18.2380	20.9731	23.7091
3	39,831.00	45,806.00	51,780.00	Administrative Assistant Fire Department Accounting Payroll/Benefits Clerk Police Support Records Clerk Administrative Receptionist Custodian	19.1495	22.0221	24.8942
4	41,822.00	48,096.00	54,370.00	Assistant Municipal Court Clerk Parks Supervisor Utility District Operator Apprentice	20.1067	23.1231	26.1394
5	43,914.00	50,501.00	57,087.00		21.1125	24.2793	27.4457
6	46,109.00	53,026.00	59,942.00	Deputy Clerk	22.1678	25.4933	28.8183
7	48,415.00	55,677.00	62,939.00	Finance Technician Public Services Admin. Coordinator Accounting Clerk Utility District Clerk	23.2764	26.7678	30.2591
8	49,117.00	56,484.00	63,851.00	Police Technician/Evidence Custodian	23.6139	27.1558	30.6976
9	53,377.00	61,384.00	69,391.00	Municipal Court Clerk	25.6620	29.5115	33.3611
10	56,046.00	64,454.00	72,860.00		26.9452	30.9875	35.0288
11	58,849.00	67,676.00	76,503.00	Parks Manager Utility District Operators	28.2928	32.5365	36.7803
12	61,791.00	71,060.00	80,328.00		29.7072	34.1635	38.6192
13	64,881.00	74,613.00	84,344.00	Engineering Techs Utility Technician/GIS Specialist	31.1928	35.8716	40.5500
14	68,125.00	78,343.00	88,562.00	Zoning Administrator & Planner Building Inspector	32.7524	37.6649	42.5779
15	71,531.00	82,261.00	92,990.00	DPW (Highway) Foreman Senior Utility Field Operator Village Clerk	34.3899	39.5486	44.7067
16	75,107.00	86,374.00	97,640.00	Senior Building Inspector Staff Accountant Utility District Integrator Utility Accountant	36.1091	41.5260	46.9423
17	78,863.00	90,692.00	102,522.00		37.9149	43.6019	49.2894
18	82,806.00	95,226.00	107,647.00	DPW (Highway) Operations Supervisor Human Resources Manager Utility Operations Foreman Engineer	39.8106	45.7817	51.7534
19	86,946.00	99,988.00	113,030.00		41.8010	48.0712	54.3413
20	91,293.00	104,987.00	118,681.00	Development Director Village Engineer Utility Director	43.8909	50.4745	57.0582
21	95,859.00	110,237.00	124,616.00	Finance Director	46.0861	52.9986	59.9115
22	113,691.00	130,744.00	155,187.00	Fire Chief Police Chief Director of Public Services	54.6591	62.8577	74.6091
23	129,153.00	141,697.00	157,936.00		62.0928	68.1236	75.9308
24	144,615.00	152,650.00	160,684.00	Village Administrator	69.5264	73.3894	77.2519

**RESOLUTION NO. 2025-101
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
EXECUTE A DRAINAGE EASEMENT AGREEMENT
WITH THE ALLAN M KUNDA & LYNN L KUNDA 2007 REVOCABLE TRUST**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Village & Caledonia Utility District desire to improve the storm water capacity conveyance, reduce streambank erosion, reduce sediment loading, and protect infrastructure in the Turtle Creek between Middle Road and the Klema Ditch in the Village of Caledonia.

WHEREAS, the Village & Caledonia Utility District have partnered with the Root Pike Watershed Initiative Network to design, raise grant dollars, and construct the Turtle Creek Restoration Project.

WHEREAS, the design of the Turtle Creek Restoration Project has identified several Drainage Easements that are necessary in order to complete the project.

WHEREAS, the Village has adopted Resolution 2021-95, Relocation Order of the Village of Caledonia affecting property along the Turtle Creek between Middle Road and the Klema Ditch as part of the Turtle Creek Restoration Project in Section 17, Range 23 in the Village of Caledonia, Racine County, Wisconsin to obtain the required Drainage Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals and negotiation of the identified Drainage Easements required for the Project.

WHEREAS, the Owner, the Allan M Kunda & Lynn L Kunda 2007 Revocable Trust has executed the Drainage Easement and associated documents.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement at their December 3, 2025 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

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**

Lynn L. Kunda

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

)SS

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.

Print Name: _____

My Commission expires: 12-13-2028

BY:

THOMAS R. WEATHERSTON, PRESIDENT

JENNIFER BASS, CLERK

)SS

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

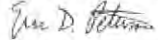
REAL ESTATE TAXES:

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	<input type="checkbox"/> 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
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%
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				

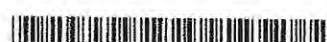
PAY 1ST INSTALLMENT OF: \$2,604.26
BY JANUARY 31, 2025
AMOUNT ENCLOSED _____
MAKE CHECK PAYABLE AND MAIL TO:
VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402
PIN# 104 042317650030
ALLAN M & LYNN L KUNDA 2007 REVOCABLE
TRUST
BILL NUMBER: 781483

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

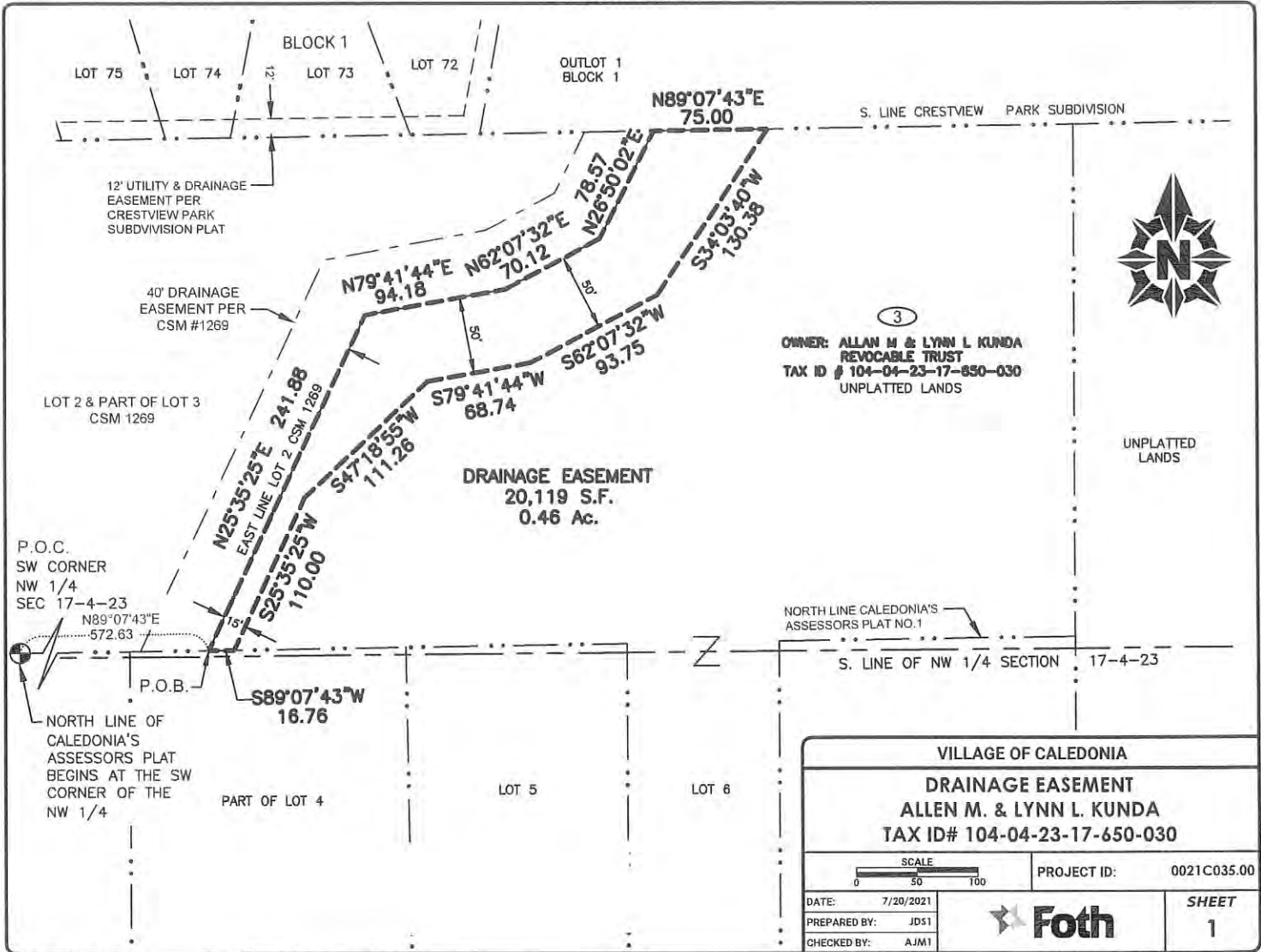


INCLUDE THIS STUB WITH YOUR PAYMENT



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)

**RESOLUTION NO. 2025-102
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
EXECUTE A DRAINAGE EASEMENT AGREEMENT
WITH LINDA J. CAYEMBERG**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Village & Caledonia Utility District desire to improve the storm water capacity conveyance, reduce streambank erosion, reduce sediment loading, and protect infrastructure in the Turtle Creek between Middle Road and the Klema Ditch in the Village of Caledonia.

WHEREAS, the Village & Caledonia Utility District have partnered with the Root Pike Watershed Initiative Network to design, raise grant dollars, and construct the Turtle Creek Restoration Project.

WHEREAS, the design of the Turtle Creek Restoration Project has identified several Drainage Easements that are necessary in order to complete the project.

WHEREAS, the Village has adopted Resolution 2021-95, Relocation Order of the Village of Caledonia affecting property along the Turtle Creek between Middle Road and the Klema Ditch as part of the Turtle Creek Restoration Project in Section 17, Range 23 in the Village of Caledonia, Racine County, Wisconsin to obtain the required Drainage Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals and negotiation of the identified Drainage Easements required for the Project.

WHEREAS, the Owner, Linda J. Cayemberg has executed the Drainage Easement and associated documents.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement at their December 3, 2025 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**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

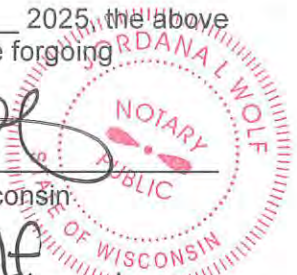
STATE OF WISCONSIN)

)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 W411 S333 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 ASSTM 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	<input type="checkbox"/> 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

LOT 5

LOT 4

LOT 3

N89°07'43"E
26.00

S. LINE CRESTVIEW PARK SUBDIVISION

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)

**RESOLUTION NO. 2025-103
VILLAGE OF CALEDONIA**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
EXECUTE A DRAINAGE EASEMENT AGREEMENT
WITH DANIEL L. & ANN M. WACHS**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Village & Caledonia Utility District desire to improve the storm water capacity conveyance, reduce streambank erosion, reduce sediment loading, and protect infrastructure in the Turtle Creek between Middle Road and the Klema Ditch in the Village of Caledonia.

WHEREAS, the Village & Caledonia Utility District have partnered with the Root Pike Watershed Initiative Network to design, raise grant dollars, and construct the Turtle Creek Restoration Project.

WHEREAS, the design of the Turtle Creek Restoration Project has identified several Drainage Easements that are necessary in order to complete the project.

WHEREAS, the Village has adopted Resolution 2021-95, Relocation Order of the Village of Caledonia affecting property along the Turtle Creek between Middle Road and the Klema Ditch as part of the Turtle Creek Restoration Project in Section 17, Range 23 in the Village of Caledonia, Racine County, Wisconsin to obtain the required Drainage Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals and negotiation of the identified Drainage Easements required for the Project.

WHEREAS, the Owners, Daniel L. & Ann M. Wachs have executed the Drainage Easement and associated documents.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement at their December 3, 2025 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**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, 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:

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

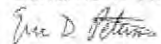
REAL ESTATE TAXES:

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 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):

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 ASSEMT 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	<input type="checkbox"/> 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

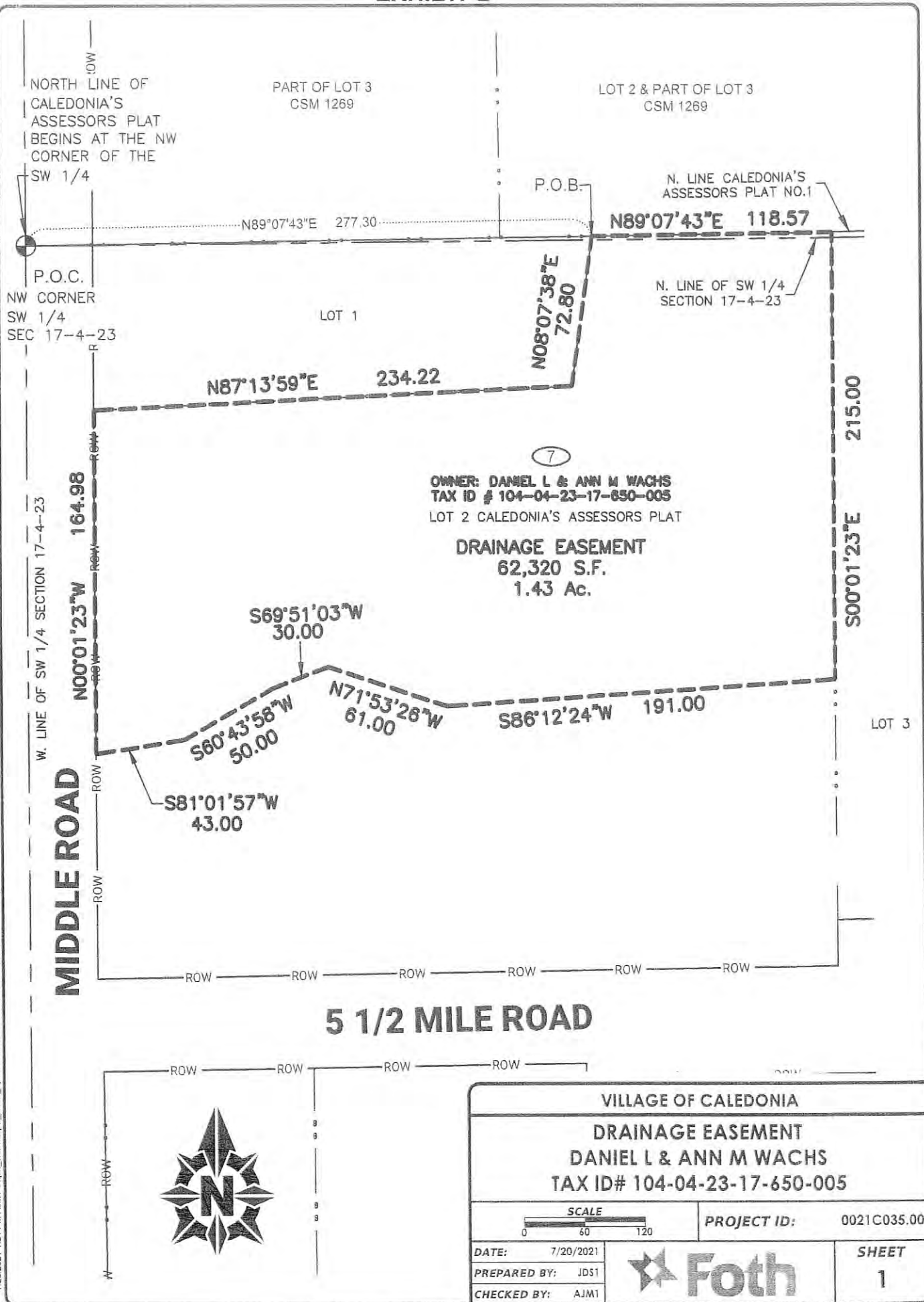
INCLUDE THIS STUB WITH YOUR PAYMENT

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\hd_ajm\1051118\Turtle 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)

**RESOLUTION NO. 2025-104
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
EXECUTE A DRAINAGE EASEMENT AGREEMENT
WITH DAVID A. JR. & HEATHER A. COTTRELL**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Village & Caledonia Utility District desire to improve the storm water capacity conveyance, reduce streambank erosion, reduce sediment loading, and protect infrastructure in the Turtle Creek between Middle Road and the Klema Ditch in the Village of Caledonia.

WHEREAS, the Village & Caledonia Utility District have partnered with the Root Pike Watershed Initiative Network to design, raise grant dollars, and construct the Turtle Creek Restoration Project.

WHEREAS, the design of the Turtle Creek Restoration Project has identified several Drainage Easements that are necessary in order to complete the project.

WHEREAS, the Village has adopted Resolution 2021-95, Relocation Order of the Village of Caledonia affecting property along the Turtle Creek between Middle Road and the Klema Ditch as part of the Turtle Creek Restoration Project in Section 17, Range 23 in the Village of Caledonia, Racine County, Wisconsin to obtain the required Drainage Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals and negotiation of the identified Drainage Easements required for the Project.

WHEREAS, the Owners, David A. Jr. & Heather A. Cottrell have executed the Drainage Easement and associated documents.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement at their December 3, 2025 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston
Village President

Attest: _____

Jennifer Bass
Village Clerk

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 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 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	<input type="checkbox"/> 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
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%
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

05111081Turtle Creek Storm Easement.dwg

UNPLATTED LANDS

40' DRAINAGE EASEMENT PER CSM #1269

N. LINE CALEDONIA'S ASSESSORS PLAT NO. 1

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

P.O.B.

N89°07'43"E 68.34

N00°01'23"W 120.00

S29°25'45"W 138.97

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

LOT 3 AND PART OF LOT 4

LOT 5



OWNER: DAVID A (JR) & HEATHER A COTTRELL
TAX ID # 104-04-23-17-650-020
PART OF LOT 4 CALEDONIA'S ASSESSORS PLAT

DRAINAGE EASEMENT
4,100 S.F.
0.09 Ac.

5 1/2 MILE ROAD



2/26/2021 11:47 AM A:\JMT C:\pw -work\mfpw -test\vd0511168\Turtle Creek Storm Easement.dwg

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

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)

**RESOLUTION NO. 2025-105
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
EXECUTE A DRAINAGE EASEMENT AGREEMENT
WITH BRENT & JENNIFER MARCINIAK**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Village & Caledonia Utility District desire to improve the storm water capacity conveyance, reduce streambank erosion, reduce sediment loading, and protect infrastructure in the Turtle Creek between Middle Road and the Klema Ditch in the Village of Caledonia.

WHEREAS, the Village & Caledonia Utility District have partnered with the Root Pike Watershed Initiative Network to design, raise grant dollars, and construct the Turtle Creek Restoration Project.

WHEREAS, the design of the Turtle Creek Restoration Project has identified several Drainage Easements that are necessary in order to complete the project.

WHEREAS, the Village has adopted Resolution 2021-95, Relocation Order of the Village of Caledonia affecting property along the Turtle Creek between Middle Road and the Klema Ditch as part of the Turtle Creek Restoration Project in Section 17, Range 23 in the Village of Caledonia, Racine County, Wisconsin to obtain the required Drainage Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals and negotiation of the identified Drainage Easements required for the Project.

WHEREAS, the Owners, Brent & Jennifer Marciniak have executed the Drainage Easement and associated documents.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement at their December 3, 2025 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

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

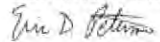
REAL ESTATE TAXES:

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	<input type="checkbox"/> 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 UTILITY FEE RECYCLING 65.25 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>1,257.65</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

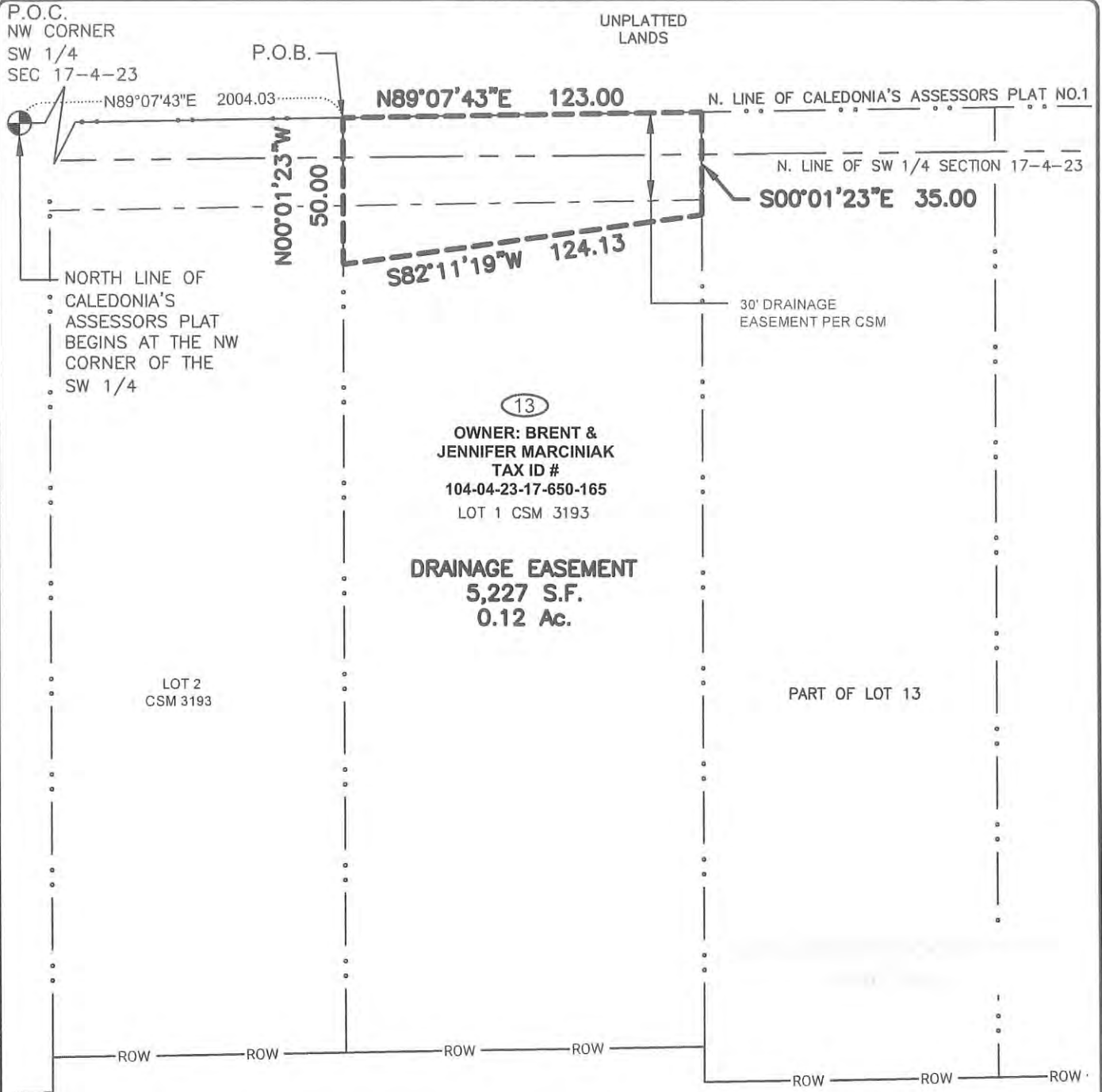
PIN# 104 042317650165
MARCINIAK, JENNIFER
BILL NUMBER: 786213

INCLUDE THIS STUB WITH YOUR PAYMENT

INCLUDE THIS STUB WITH YOUR PAYMENT

INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B



5 1/2 MILE ROAD



WHITEWATER ST.

VILLAGE OF CALEDONIA		
DRAINAGE EASEMENT BRENT & JENNIFER MARCINIAK TAX ID# 104-04-23-17-650-165		
		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)

**RESOLUTION NO. 2025-106
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
EXECUTE A DRAINAGE EASEMENT AGREEMENT
WITH MARGARET B. GARMAN**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Village & Caledonia Utility District desire to improve the storm water capacity conveyance, reduce streambank erosion, reduce sediment loading, and protect infrastructure in the Turtle Creek between Middle Road and the Klema Ditch in the Village of Caledonia.

WHEREAS, the Village & Caledonia Utility District have partnered with the Root Pike Watershed Initiative Network to design, raise grant dollars, and construct the Turtle Creek Restoration Project.

WHEREAS, the design of the Turtle Creek Restoration Project has identified several Drainage Easements that are necessary in order to complete the project.

WHEREAS, the Village has adopted Resolution 2021-95, Relocation Order of the Village of Caledonia affecting property along the Turtle Creek between Middle Road and the Klema Ditch as part of the Turtle Creek Restoration Project in Section 17, Range 23 in the Village of Caledonia, Racine County, Wisconsin to obtain the required Drainage Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals and negotiation of the identified Drainage Easements required for the Project.

WHEREAS, the Owner, Margaret B. Garman has executed the Drainage Easement and associated documents.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement at their December 3, 2025 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**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:

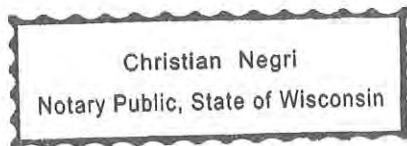
Margaret B. Garman
MARGARET B. GARMAN

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.



Chon N
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

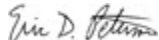
REAL ESTATE TAXES:

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 3330 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 ASSMT. 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	<input type="checkbox"/> 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																																																																		
<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>1,211.42</td><td>1,186.34</td><td>-2.1%</td></tr><tr><td>VILLAGE OF CALEDONIA</td><td>2,566,300</td><td>2,622,659</td><td>2,331.35</td><td>2,358.77</td><td>1.2%</td></tr><tr><td>UNIFIED SCHOOL DISTRICT</td><td>48,597,647</td><td>53,668,806</td><td>2,751.19</td><td>2,553.01</td><td>-7.2%</td></tr><tr><td>GATEWAY TEC VTAE</td><td>2,192,529</td><td>2,224,473</td><td>242.73</td><td>237.89</td><td>-2.0%</td></tr><tr><td>CAL UTILITY SEWER</td><td>0</td><td>0</td><td>48.49</td><td>46.62</td><td>-3.9%</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>6,585.18</td><td>6,382.63</td><td>-3.1%</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>6,235.77</td><td>6,091.39</td><td>-2.3%</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	1,211.42	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%
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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 A:\M1 C:\new work\dir\ow\jcl\bd aim1\ld0511168\Turtle Creek Storm Easement.dwg

©2021 Foth Infrastructure & Environment, LLC

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 $89^{\circ}07'43''$ 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 $89^{\circ}07'43''$ East along said North line 101.20 feet; thence South $00^{\circ}01'23''$ East 45.00 feet; thence North $85^{\circ}13'14''$ West 101.54 feet to the East line of Said lot 1; thence North $00^{\circ}01'23''$ 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)

**RESOLUTION NO. 2025-107
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
EXECUTE A STORM WATER POND EASEMENT AGREEMENT
WITH FRANKSVILLE STORAGE LLC**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and a Construction Plan for the construction of 4 storage buildings as part of the Franksville Storage development located at 4100 Quick Drive in the Village of Caledonia.

WHEREAS, the Owner, Franksville Storage LLC will be/is constructing a storm water pond according to the Plans & Specifications.

WHEREAS, the Ordinance requires that a Storm Water Pond Easement is obtained over the Storm Water Management Facility.

WHEREAS, the Village has prepared said Storm Water Pond Easement Agreement.

WHEREAS, the Owner, Franksville Storage LLC has executed said Storm Water Pond Easement Agreement.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Storm Water Pond Easement Agreement at their December 3, 2025 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**RESOLUTION NO. 2025-108
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO
A SPECIAL LITIGATION COUNSEL ENGAGEMENT AGREEMENT WITH
THE LAW FIRM OF WIRTH & BAYNARD**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, it is necessary for the Village to retain special litigation counsel to assist the Village Board in regard to the enforcement of an agreement with Alberto Januchowski on the keeping of animals previously declared prohibited;

NOW THEREFORE BE IT RESOLVED, that the law firm of Wirth & Baynard is confirmed as Special Litigation Counsel to advise the Village of Caledonia Village Board in this matter and that the engagement agreement attached hereto as **Exhibit A** (the "Engagement Agreement") is hereby approved;

BE IT FURTHER RESOLVED THAT the Village President and Village Clerk are authorized to execute the Engagement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of December, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

Joseph M. Wirth
Jasmyne M. Baynard
Ann C. Wirth
Ryan J. Truesdale
Amanda E. Melrood



12/4/2025

VIA EMAIL: rshepro@peglawfirm.com
Rebecca J. Shepro
Village of Caledonia Attorney

**PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

Dear Attorney Shepro:

This Legal Services Agreement (the “Agreement”) is proposed for purposes of the Village of Caledonia (“Village” or “Caledonia”) retaining the law firm of **WIRTH + BAYNARD** (“Law Firm”). The Village and Law Firm may be referred to herein each as a “Party” or together as the “Parties.”

The Village is a municipal corporation organized under the laws of the State of Wisconsin and has the need for legal services to represent and defend the Village, its officials, employees and agents in disputes arising from claims and causes of action prosecuted against Mr. Alberto Januchowski in relation to his dog Griz. The Law Firm represents to the Village that it has experience in providing civil defense legal services (“Services”) and is qualified to and has agreed to perform such Services for the Village.

In accordance with the Rules of Professional Conduct for Wisconsin Attorneys (the “Rules”), the purpose of this letter is to outline in writing certain matters relating to the nature of our representation and the charges for our services.

Our services will be billed on an hourly basis, and our current attorney rate is \$250.00 per hour for attorney time. It is expected that, from time to time, other professionals at our firm will also be providing services on your behalf in connection with this engagement. The rate for paralegal time is \$125.00 per hour. These rates may be adjusted periodically, no more than once per year, and at least 30 days’ written notice will be provided before any rate changes become effective. We also reserve the right to charge for disbursements, including certain internal expenses (such as copying and computer research), the charge for which is based on a combination of our fixed and variable costs and/or rates charged by third parties.

**9898 W. Bluemound Road, Suite 2
Wauwatosa, WI 53226-4319
(414) 291-7979
wbattys.com**

We will report periodically with the status of the litigation and the Services provided, and will be prepared to answer questions and discuss strategy upon request and as quickly and expeditiously as is possible. To the extent that the Village requests a budget for services and an anticipated litigation plan, same will be provided upon receipt of such request.

Our practice is to bill monthly and to provide a detailed itemization for all charges. We are mindful and ask that the Village be mindful that, generally speaking, our invoices may be subject to Open Records Disclosures and, as such, our itemization of time is designed to meaningfully relay the work performed while not revealing attorney strategy or attorney-client communications. In the event of an Open Records Request, redactions may be appropriate before dissemination to reserve matters protected from disclosure. Unless otherwise agreed, payment is due within thirty (30) days of the date of invoice, and we reserve the right to charge interest at the rate of 1% per month on any invoice not paid within thirty (30) days.

We anticipate that some or all of the exchange and storage of information and other communications in connection with this engagement will take place via email, smartphones, computers, servers, and/or other electronic or cloud-based devices and systems. In addition to our ethical obligations to preserve confidences under the Rules, we have also established hardware, software, and other systems and procedures on our end that we consider to be reasonable to preserve the confidentiality of normal business communications and information, and we recommend that you and any other individual connected with this project do the same to the extent not done so already. However, as you are likely aware, the exchange and storage of such information and other communication carry with it some risk of inadvertent or unauthorized disclosure or access, and we cannot guarantee its confidentiality in any and all circumstances. In light of these considerations, we understand that you will inform us whenever you feel that any information we may receive or generate in connection with this engagement might merit encryption or other additional procedures to preserve the confidentiality of information and other communications that are especially confidential or other sensitive. We will, of course, accommodate such a request.

Nothing in this letter creates any obligation on your part to continue utilizing our services, and you are free to terminate some or all of our engagement at any time, subject to the payment of our charges for services previously provided. Similarly, our firm reserves the right to withdraw from representation if required or allowed under the Rules. Following such termination, any otherwise nonpublic information you have provided to us will be kept confidential in accordance with the Rules. At your request, we will return any of your original papers and property in our possession, subject to our rights under the Rules. Our own files, including drafts, notes, internal memoranda, and other lawyer work product, as well as possibly copies of materials you have provided to us, will be retained by our firm as allowed by the Rules. For various reasons, including the cost of storage, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us.

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Attorney Rebecca Shepro
December 4, 2025

If you consent to our firm's representation on the basis outlined in this letter, we would ask that you sign a copy of this letter and return it to us. If you have any questions concerning any of the above, please let me know so that we can resolve whatever issues there might be prior to the execution of this letter.

Very truly yours,

WIRTH + BAYNARD

/s/electronically signed by Jasmyne M. Baynard
JASMYNE M. BAYNARD
jmb@wbattys.com

ACCEPTED AND APPROVED:

THE VILLAGE OF CALEDONIA,
By its authorized representative

Date:_____

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	1000063	12/01/2025 DELTA DENTAL CLAI	12/01/2025	205.00	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	995836	12/01/2025 DELTA DENTAL VISI	12/01/2025	1,022.88	100-21536-000 Vision Deductions
General Fund	498	ACH - DELTA DENTAL	998775	11/24/2025 DELTA DENTAL CLAI	11/24/2025	2,130.31	100-21534-000 Dental Deductions
Total ACH - DELTA DENTAL:						3,358.19	
ACH - NORTH AMERICAN BENEFITS COMPANY							
General Fund	3919	ACH - NORTH AMERICAN BENE	110125	11/01/2025 NORTH AMERICAN B	12/01/2025	801.36	100-21533-000 Aflac Deductions
Total ACH - NORTH AMERICAN BENEFITS COMPANY:						801.36	
ACH - PETPARTNERS							
General Fund	1501	ACH - PETPARTNERS	GPPI-00108-20	12/01/2025 PET PARTNERS INS	12/01/2025	130.58	100-21537-000 Pet Insurance Deductions
Total ACH - PETPARTNERS:						130.58	
ACH - QUADIENT FINANCE USA INC							
General Fund	3898	ACH - QUADIENT FINANCE USA	OCTOBER 202	OCTOBER 2025 POSTAGE & SU	11/04/2025	1,275.90	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:						1,275.90	
ACH - SUPERFLEET							
General Fund	1730	ACH - SUPERFLEET	EJ9941018202	SEP-OCT '25 FUEL FOR CFD VE	10/27/2025	1,054.59	100-35-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ9941118202	OCT-NOV '25 FUEL FOR CFD VE	12/02/2025	953.65	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						2,008.24	
ACH - US BANK EQUIPMENT FINANCE							
General Fund	9252	ACH - US BANK EQUIPMENT FI	568422315	DEC-25; PRINTER/COPIER MON	12/01/2025	1,195.41	100-90-62300 Office Equipment Rental & Main
Total ACH - US BANK EQUIPMENT FINANCE:						1,195.41	
ACH - WASTE MANAGEMENT							
Sewer Utility Fund	2101	ACH - WASTE MANAGEMENT	0976678-2811-	20 YD SPECIAL WASTE DISPOS	12/01/2025	2,930.51	501-00-64250 Equipment Repairs & Maintenanc
Total ACH - WASTE MANAGEMENT:						2,930.51	
ACH - WCA GROUP HEALTH TRUST							
General Fund	9142	ACH - WCA GROUP HEALTH TR	120125	12/01/2025 WCA GROUP HEALT	12/02/2025	254,512.60	100-21535-000 Health Insurance Deductions
Total ACH - WCA GROUP HEALTH TRUST:						254,512.60	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - WE ENERGIES							
General Fund	380	ACH - WE ENERGIES	5699486320	BILLING PERIOD 10/7/25-11/3/	11/06/2025	2,810.30	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5699486320	BILLING PERIOD 10/7/25-11/3/	11/06/2025	3,921.87	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5699486320	BILLING PERIOD 10/7/25-11/3/	11/06/2025	339.50	100-41-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5699486320	BILLING PERIOD 10/7/25-11/3/	11/06/2025	2,690.16	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5699486320	BILLING PERIOD 10/7/25-11/3/	11/06/2025	676.92	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5699486320	BILLING PERIOD 10/7/25-11/3/	11/06/2025	1,316.98	100-90-64290 Street Lighting
Cemetery Fund	380	ACH - WE ENERGIES	5699486320	BILLING PERIOD 10/7/25-11/3/	11/06/2025	17.32	220-00-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5702221939	STREET LIGHTING 10/13/2025	11/10/2025	11,670.63	100-90-64290 Street Lighting
Total ACH - WE ENERGIES:						23,443.68	
ALADTEC LLC							
General Fund	45	ALADTEC LLC	INV00452339	SCHEDULING SOFTWARE ANN	11/18/2025	4,887.68	100-30-62100 Contracted Services
Total ALADTEC LLC:						4,887.68	
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	
AMPLIFY GRAPHICS & BRANDING							
General Fund	2127	AMPLIFY GRAPHICS & BRANDI	193931	CANNON COLOR PLOTTER	11/26/2025	1,138.37	100-40-64030 Office Supplies
General Fund	2127	AMPLIFY GRAPHICS & BRANDI	193931	CANNON COLOR PLOTTER	11/26/2025	1,138.38	100-42-64030 Office Supplies
Water Utility Fund	2127	AMPLIFY GRAPHICS & BRANDI	193931	CANNON COLOR PLOTTER	11/26/2025	2,276.75	500-00-64320 IT Infrastructure
Sewer Utility Fund	2127	AMPLIFY GRAPHICS & BRANDI	193931	CANNON COLOR PLOTTER	11/26/2025	2,276.75	501-00-64320 IT Infrastructure
Storm Water Utility Fund	2127	AMPLIFY GRAPHICS & BRANDI	193931	CANNON COLOR PLOTTER	11/26/2025	2,276.75	502-00-64300 IT Maintenance & Subscriptions
Total AMPLIFY GRAPHICS & BRANDING:						9,107.00	
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
Water Utility Fund	163	BADGER METER INC.	80219752	NOV-25; BEACON MBL HOSTIN	11/26/2025	6,400.70	500-00-64300 IT Maintenance & Subscriptions
Total BADGER METER INC.:						6,777.00	
BATTERIES PLUS							
Sewer Utility Fund	176	BATTERIES PLUS	P87617343	12V 7AH LEAD & 12V 5AH LED	12/01/2025	111.75	501-00-64250 Equipment Repairs & Maintenanc
Total BATTERIES PLUS:						111.75	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
BEACON ATHLETICS LLC							
General Fund	186	BEACON ATHLETICS LLC	0623220-IN	SPARKLE #6 LINE CHALK; MOV	11/26/2025	362.00	100-70-64070 Work Supplies
General Fund	186	BEACON ATHLETICS LLC	0623220-IN	FREIGHT	11/26/2025	354.20	100-70-64070 Work Supplies
General Fund	186	BEACON ATHLETICS LLC	0623267-IN	SPARKLE #6 LINE CHALK	11/30/2025	367.20	100-70-64070 Work Supplies
Total BEACON ATHLETICS LLC:						1,083.40	
BRIAN HOUTSINGER SNAP							
General Fund	997	BRIAN HOUTSINGER SNAP	12022532396	TOOL BOX	12/02/2025	9,000.00	100-41-63300 Vehicle Repairs & Maintenance
Total BRIAN HOUTSINGER SNAP:						9,000.00	
BUILDING PERMIT REFUND VENDOR							
General Fund	271	BUILDING PERMIT REFUND VE	2023-464	6008 INDIGO DR SITE RESTOR	11/25/2025	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	2024-540	825 5 MILE RD SITE RESTORATI	11/25/2025	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	2024-603	929 5 MILE RD SITE RESTORATI	11/25/2025	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	2025-059	6034 SEAN CT LOT 23 REFUND	11/25/2025	1,000.00	100-23160-000 Clean-Up Bonds
Total BUILDING PERMIT REFUND VENDOR:						4,000.00	
BUY RIGHT, INC.							
General Fund	273	BUY RIGHT, INC.	14873-481406	OIL & OIL FILTER - PARKS PLO	11/06/2025	71.41	100-70-63300 Vehicle Maintenance
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.:						282.11	
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	
CHICAGO PARTS AND SOUND							
General Fund	2499	CHICAGO PARTS AND SOUND	41V0068383	FUEL SUPP/ WIPER BLADES/	12/01/2025	389.37	100-41-64070 Work Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total CHICAGO PARTS AND SOUND:						389.37	
CINTAS CORP							
General Fund	9388	CINTAS CORP	4242470281	SEP-25; DPW FLOOR MATS	09/05/2025	92.50	100-41-62100 Contracted Services
General Fund	9388	CINTAS CORP	4251361227	NOV25; DPW FLOOR MATS	11/26/2025	74.50	100-41-62100 Contracted Services
Total CINTAS CORP:						167.00	
CLL SERVICES INC							
General Fund	9085	CLL SERVICES INC	1078	11/15/2025 - MAILING RECEIPTS	11/15/2025	62.88	100-11-64040 Postage & Shipping
Total CLL SERVICES INC:						62.88	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	26921	MUTIFOLD TOWELS AND PAPE	11/20/2025	157.76	100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:						157.76	
CONSERV FS INC.							
General Fund	3962	CONSERV FS INC.	777006927	2000GAL DIESEL	11/30/2025	5,214.00	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:						5,214.00	
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	
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	
D.W. DAVIES & CO							
General Fund	437	D.W. DAVIES & CO	1660315	11/20/2025; DAVIES ICE BLAST,	11/24/2025	1,544.77	100-43-64070 Work Supplies
Total D.W. DAVIES & CO:						1,544.77	
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

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
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	
EHLERS INVESTMENT PARTNERS							
General Fund	584	EHLERS INVESTMENT PARTNE	103646	OCT-25; TID 6; BEAR DEVELOP	11/24/2025	1,137.50	100-23163-121 Thomas Tree Plantation - Bear
General Fund	584	EHLERS INVESTMENT PARTNE	103647	OCT-25; TID 6; F-STREET PRO F	11/24/2025	2,100.00	100-23163-127 F Street - 4 Mile Green Bay Rd
Total EHLERS INVESTMENT PARTNERS:						3,237.50	
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
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	100818	CALEDONIA GENERAL ENGINE	11/21/2025	487.50	414-23163-002 Caledonia Corp P-Intersections
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:						35,585.82	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18400	#216 OIL CHANGE	12/01/2025	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18401	#210 OIL CHANGE	12/01/2025	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						119.48	
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	
GALLS LLC							
General Fund	693	GALLS LLC	032219096	UNIFORM PANT FOR HERBERT	11/20/2025	63.98	100-35-50280 Clothing Allowance
General Fund	693	GALLS LLC	033230854	UNIFORM SHIRT, EMBLEM APP	11/21/2025	33.59	100-35-50280 Clothing Allowance
General Fund	693	GALLS LLC	033235152	UNIFORM PANTS FOR DOROTH	11/21/2025	50.50	100-35-50280 Clothing Allowance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	693	GALLS LLC	033250550	UNIFORM SHIRT, EMBLEM APP	11/24/2025	153.49	100-35-50280 Clothing Allowance
General Fund	693	GALLS LLC	033250551	UNIFORM SHIRT, EMBLEM APL	11/24/2025	99.66	100-35-50280 Clothing Allowance
General Fund	693	GALLS LLC	033255557	UNIFORM PANTS FOR GARCIA	11/24/2025	62.00	100-35-50280 Clothing Allowance
General Fund	693	GALLS LLC	033287207	UNIFORM PANTS FOR STALKE	11/27/2025	31.70	100-35-50280 Clothing Allowance
General Fund	693	GALLS LLC	033292705	UTILITY KNIFE FOR MCGUIRE	11/28/2025	22.00	100-35-50280 Clothing Allowance
Total GALLS LLC:						516.92	
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	
GRAY'S INC							
General Fund	4530	GRAY'S INC	39293	PLOW BLADES	11/21/2025	7,647.20	100-41-64080 Snow & Ice Materials
Total GRAY'S INC:						7,647.20	
GUETZKE & ASSOCIATES, INC.							
General Fund	767	GUETZKE & ASSOCIATES, INC.	11949	BILLING FOR SEMI-ANNUAL EXI	11/26/2025	439.70	100-43-62100 Contracted Services
Total GUETZKE & ASSOCIATES, INC.:						439.70	
HILLER FORD							
General Fund	9211	HILLER FORD	550273	#217 COIL SPARK PLUGS	11/18/2025	1,608.38	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:						1,608.38	
IMPERIAL BAG & PAPER CO, LLC DBA KRANZ							
General Fund	1097	IMPERIAL BAG & PAPER CO, LL	39807934	NON ACIDIC TOILET BOWL CLE	11/21/2025	90.78	100-35-64100 Janitorial Supplies
Total IMPERIAL BAG & PAPER CO, LLC DBA KRANZ:						90.78	
JEFFERSON FIRE & SAFETY, INC.							
General Fund	909	JEFFERSON FIRE & SAFETY, IN	IN333906	SCBA BOARD ASSEMBLY SENS	11/10/2025	175.34	100-35-64250 Equipment Repairs & Maintenan
Total JEFFERSON FIRE & SAFETY, INC.:						175.34	
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
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

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
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 & Maintenanc
General Fund	1096	KORTENDICK HARDWARE	175701	SPRAY PAINT	11/20/2025	14.98	100-35-64250 Equipment Repairs & Maintenanc
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
Water Utility Fund	1096	KORTENDICK HARDWARE	175779	RAFTER HOOK	11/25/2025	4.13	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	175779	RAFTER HOOK	11/25/2025	4.13	501-00-64240 Building Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	175822	SNOW SHOVEL AND SNOW PU	12/03/2025	56.68	100-35-64240 Building Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	175850	MULTI SURFACE CLEANER; FE	12/01/2025	86.81	100-43-64100 Janitorial Supplies
General Fund	1096	KORTENDICK HARDWARE	175850	INSTANT SAVINGS - LYSOL ADV	12/01/2025	-5.00	100-43-64100 Janitorial Supplies
Total KORTENDICK HARDWARE:						332.68	
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 STRUCTURES							
TID #4 Fund	2487	LANDMARK STRUCTURES	Adams Tower P	ADAMS RD ELEVATED STORAG	11/24/2025	168,739.60	414-00-65040 Infrastructure Improvement
Total LANDMARK STRUCTURES:						168,739.60	
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
General Fund	1133	LANDMARK TITLE OF RACINE, I	75066-1	LETTER REPORT - 4100 QUICK	11/17/2025	85.00	100-23163-131 Franksville Storage LLC
General Fund	1133	LANDMARK TITLE OF RACINE, I	75119-1	4439 DOUGLAS AVE; LETTER R	11/26/2025	85.00	100-23163-006 Payne Dolan Deposit
Total LANDMARK TITLE OF RACINE, INC.:						255.00	
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

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
NORTH AMERICAN SAFETY SYSTEMS							
Water Utility Fund	1409	NORTH AMERICAN SAFETY SY	25-1771	PERMIT REQUIRED - CONFINE	11/12/2025	400.00	500-00-51300 Education/Training/Conferences
Sewer Utility Fund	1409	NORTH AMERICAN SAFETY SY	25-1771	PERMIT REQUIRED - CONFINE	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	
ONTECH SYSTEMS, INC							
General Fund	1071	ONTECH SYSTEMS, INC	100918	NOV-25; DIRECT IT TICKET SUP	11/30/2025	5,419.92	100-30-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	100918	NOV-25; DIRECT IT TICKET SUP	11/30/2025	233.95	100-35-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	100918	NOV-25; DIRECT IT TICKET SUP	11/30/2025	2,027.59	100-90-64310 IT Contracted Services
Water Utility Fund	1071	ONTECH SYSTEMS, INC	100918	NOV-25; DIRECT IT TICKET SUP	11/30/2025	896.82	500-00-64310 IT Contracted Services
Sewer Utility Fund	1071	ONTECH SYSTEMS, INC	100918	NOV-25; DIRECT IT TICKET SUP	11/30/2025	896.82	501-00-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	110213	NOV-25; MONTHLY MANAGED I	11/30/2025	3,890.00	100-90-64300 IT Maintenance & Subscriptions
Total ONTECH SYSTEMS, INC:						13,365.10	
PINNACLE ENGINEERING GROUP							
TID #4 Fund	2511	PINNACLE ENGINEERING GRO	18767	SOUTH HILLS COMMERCE CEN	11/20/2025	2,580.00	414-00-65080 Road Improvements
Total PINNACLE ENGINEERING GROUP:						2,580.00	
PRUITT, EKES & GEARY, SC							
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	MUNICIPAL PROSECUTIONS	12/02/2025	4,454.50	100-32-61110 Attorney - Municipal Court
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	HOMESTEAD ACRES	12/02/2025	869.50	100-23163-008 Homestead Acres Deposit
Sewer Utility Fund	1534	PRUITT, EKES & GEARY, SC	3645	SEWER AND WATER AGREEME	12/02/2025	129.50	501-00-61100 Legal Fees
TID #5 Fund	1534	PRUITT, EKES & GEARY, SC	3645	TID 5	12/02/2025	74.00	415-00-61000 Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	CCM / CARDINAL WATER'S EDG	12/02/2025	976.00	100-23163-033 Cardinal Capital- CCM/D. Lyon
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	GLEN IN CALEDONIA - CORNER	12/02/2025	129.50	100-23163-077 Glen At Waters Edge/6020 Erie
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	BEAR/NEWPORT DEVELOPME	12/02/2025	55.50	100-23163-115 Thomas Farms Sub - 5 Mile
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	F STREET	12/02/2025	814.00	100-23163-127 F Street - 4 Mile Green Bay Rd
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3645	BADGERLAND ZILBER	12/02/2025	414.00	414-23163-001 Caledonia Corp Park / Zilber
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	ORDINANCES, RESOLUTIONS	12/02/2025	1,369.00	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	CONTRACT REVIEW & NEGOTI	12/02/2025	1,517.00	100-90-61100 Legal Fees

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	DEMAND LETTERS & ORDINAN	12/02/2025	1,332.00	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	OPINIONS/LEGAL INTERPRETA	12/02/2025	4,872.50	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3645	GENERAL LITIGATION AND HEA	12/02/2025	2,368.00	100-90-61100 Legal Fees
Total PRUITT, EKES & GEARY, SC:						19,375.00	
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
Water Utility Fund	1571	RACINE TIRE & AUTO LLC	INV-004337A	TRUCK #1 - SIERRA - HANKOO	11/24/2025	450.00	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	1571	RACINE TIRE & AUTO LLC	INV-004337A	TRUCK #1 - SIERRA - HANKOO	11/24/2025	450.00	501-00-63300 Vehicle Repairs & Maintenance
Total RACINE TIRE & AUTO LLC:						2,320.00	
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	
SHRED-IT USA							
General Fund	1800	SHRED-IT USA	8012690331	NOV. 2025 ON-SITE LARGE TOT	11/25/2025	73.77	100-43-62100 Contracted Services
Total SHRED-IT USA:						73.77	
SOMAR TEK, LLC							
General Fund	1816	SOMAR TEK, LLC	103702	ROAD FLARES	11/20/2025	210.00	100-30-64070 Work Supplies
Total SOMAR TEK, LLC:						210.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
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	
STRUCKN DESIGN							
General Fund	9199	STRUCKN DESIGN	2326	TABLE CLOTH WITH PRINTING	10/30/2025	650.00	100-13-64030 Office Supplies
Total STRUCKN DESIGN:						650.00	
STRYKER SALES CORPORATION							
Donation Fund	8	STRYKER SALES CORPORATIO	9210844417	GRANT-FUNDED AED REPLACE	11/18/2025	22,963.04	250-30-64190 Police Dept Donations
Total STRYKER SALES CORPORATION:						22,963.04	
TYLER TECHNOLOGIES, INC.							
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-117067	NOVEMBER 2025 PROJECT #1	11/10/2025	7,275.00	100-90-62150 Assessment Services
Total TYLER TECHNOLOGIES, INC.:						7,275.00	
ULINE							
General Fund	2030	ULINE	200605580	GAFFERS TAPE	11/14/2025	199.60	100-30-64070 Work Supplies
Total ULINE:						199.60	
UNIFIRST CORPORATION							
General Fund	2035	UNIFIRST CORPORATION	1470115020	NOV25; COVERALLS RAGS	11/25/2025	160.22	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470115636	DEC-25; COVERALLS RAGS	12/02/2025	160.22	100-41-62100 Contracted Services
Total UNIFIRST CORPORATION:						320.44	
UNIVERSAL TRUCK EQ							
General Fund	9408	UNIVERSAL TRUCK EQ	66490	PLOW PARTS	12/02/2025	635.00	100-41-64080 Snow & Ice Materials
Total UNIVERSAL TRUCK EQ:						635.00	
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	
WISCONSIN HUMANE SOCIETY							
General Fund	2180	WISCONSIN HUMANE SOCIETY	3488	ANIMAL SHELTER CONTRACT -	12/02/2025	1,510.00	100-90-62500 Animal Control Contract

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total WISCONSIN HUMANE SOCIETY:						1,510.00	
Grand Totals:						748,537.08	

PAYMENT TOTALS BY FUND	
Fund	Total
Cemetery Fund	\$ 17.32
Donation Fund	\$ 22,963.04
General Fund	\$ 372,231.01
Sewer Utility Fund	\$ 72,499.54
Storm Water Utility Fund	\$ 86,938.14
TID #4 Fund	\$ 172,221.10
TID #5 Fund	\$ 74.00
Water Utility Fund	\$ 21,592.93
Grand Total	\$ 748,537.08