

**RESOLUTION NO. 2022-116**  
**(11/21/2022)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO  
APPROVE A DEVELOPMENT AGREEMENT WITH DAVID NEWELL & TRACIE BRISKO-  
NEWELL FOR THE EXTENSION OF WEST JOHNSON AVENUE**

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

**WHEREAS**, the Owners, David Newell & Tracie Brisko-Newell are owners of property on an unimproved section of West Johnson Avenue.

**WHEREAS**, the Owners, David Newell & Tracie Brisko-Newell have submitted and have received approval for a CSM for the creation of a new lot on their property. The intent is to construct a single-family home on the newly created lot. In order for the Village to allow a home to be constructed on the new lot, West Johnson Avenue will need to be improved/constructed as a Village Road in front of the new lot.

**WHEREAS**, the Owners, David Newell & Tracie Brisko-Newell have submitted construction plans and have received approval from the Engineering Department for the construction of the West Johnson Avenue Extension.


**WHEREAS**, the Owners, David Newell & Tracie Brisko-Newell have executed the Development Agreement and have provided the appropriate financial guarantee for the construction of the West Johnson Avenue Extension.

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

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Development Agreement between the Village of Caledonia, Purpose Contracting Asphalt LLC. and David Newell & Tracie Brisko-Newell as set forth in **Exhibit A** attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized, and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Development Agreement.

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

**VILLAGE OF CALEDONIA**

By:   
Lee Wishau  
Acting Village President

Attest:   
Joslyn Hoeffert  
Village Clerk

## **DEVELOPMENT AGREEMENT**

### **West Johnson Avenue Road Extension (Brisko-Newell CSM Parcel ID 51-104-04-23-30-022-001)**

**THIS DEVELOPMENT AGREEMENT, (the "Agreement")**, effective as of the date last executed by any Party hereto, is made and entered into by and between **DAVID NEWELL and TRACIE BRISKO-NEWELL**, their successors and assigns, (the "Developer"), the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin, its successors and assigns (the "Village"), and **PURPOSE CONTRATING ASPHALT LLC** being a Wisconsin Limited Liability Company (the "Contractor") (Developer, Village, and Contractor are collectively referred to as "the Parties");

#### **INTRODUCTION**

- A. The Village is located in Racine County, Wisconsin.
- B. Developer is the sole record-title owner of a parcel of real property previously platted (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, and which is legally described and depicted on the attached **Exhibit A**.
- C. The Village has previously approved, subject to conditions, the certified survey map of the Property legally dividing the Property into two (2) lots ("the CSM"), upon compliance with the Ordinances of the Village, which requires that the Developer enter into a suitable contract with the Village relative to the construction of a road extension of West Johnson Avenue as set forth in Resolution No. 2022-71 attached hereto as **Exhibit B**.
- D. As a part of the division of the Property, the Developer wishes to contract directly with the Contractor for the purpose of constructing the roadway improvements prior to acceptance by the Village pursuant to Titles 14 and 18 of the Village's Code of Ordinances.

E. Any and all applications, the pre-development agreement, and accompanying plans, schedules, exhibits, and other documents filed with the Village are incorporated by reference herein, as modified by any written or formal approvals of the Village.

F. Wisconsin Statute Section 236.13 and the applicable Village Ordinances provide that as a condition for final approval, the governing body of a municipality may require the Developer make and install or have made and installed, any new Public Improvement, reasonably necessary in the Property, and the Developer may provide an irrevocable letter of credit or other surety approved by the Village guaranteeing that the Developer will make and install or have made and installed those improvements in the Property within a reasonable time.

G. The Village believes that the orderly planned development of the Property will best promote the health, benefit, safety and general welfare of the community.

NOW THEREFORE, in consideration of the granting of approval by the Village of the development of the above described Property, and the covenants herein contained, and other good and valuable consideration, the adequacy and sufficiency which is acknowledged by all parties, it is mutually agreed as follows:

1. **Introduction is Correct.** The Parties agree that the foregoing "Introduction" is true and correct and is hereby incorporated into this Agreement by reference.

2. **Definitions.**

*Public Improvements* shall mean all public improvements to be constructed under this Agreement, including grading, erosion control, drainage and all requisite public improvements, Public Roads, including any required curb and gutter, and Storm Water Utilities.

*Public Roads* shall mean all public rights-of-way in the CSM, including any required curb and gutter.

*Storm Water Utilities* shall mean the storm sewer utilities.

3. **Consent of the Village.** The Village hereby grants permission to the Developer and the Contractor to undertake and do the Construction Project for the Property as a private project on private property (as opposed to a Village project requiring compliance with the public bidding statutes).

4. **Construction Project.** The Property Public Improvements construction shall be undertaken and done by Contractor, and Developer shall be solely responsible for the payment of all costs and expenses for the construction. The Contractor and Developer expressly understand and agree that the Village will not be liable or responsible in any manner for any of the said costs and expenses of the Property construction.

5. **Code of Ordinances Incorporated.** The Code of Ordinances of the Village, as amended from time-to-time, is hereby incorporated into this Agreement, and Developer and Contractor agree to perform all of the obligations imposed upon Developer and/or Contractor by the terms and provisions of such ordinances, as applicable. Without limitation, Developer specifically acknowledges that it must pay all applicable fees, which include, but are not limited to, applicable impact fees, land division fees, and others. Notwithstanding the foregoing, impact fees for an individual home's construction shall be paid at the time of building permit for said home.

6. **Public Improvements; Dedication and Construction.**

(a) **Property Improvements Generally.** Developer shall prepare, at its expense and per applicable Village Ordinances and the requirements of this Agreement, complete plans for construction of the Property's Public Improvements, including for the Public Roads, and Storm Water Utilities as shown on the approved **Exhibit A** to this Agreement, and approved plans

prepared by Ellena Engineering Consultants and dated October 8, 2022 and professional engineered stamped on the same date for the Public Improvements subject to any conditions and requirements of the Village's Engineering Department which are incorporated herein by reference (the "Plans"). The Public Improvements', Public Roads' and Storm Water Utilities' design and plans shall conform to the Village's minimum standards for public utilities and public roads then in effect unless otherwise agreed to in writing by the Developer and the Village, and such plans and specifications shall be submitted to and approved by the Village. In the event of any conflict between the minimum design standards in the Village's Code of Ordinances and the requirements of this Agreement, the more restrictive shall control except as expressly provided for in this Agreement. The Developer acknowledges and agrees that it is solely responsible for all costs of construction and installation of Property improvements and Public Improvements.

(b) **Storm Water Utilities Construction.** Developer's design engineer shall stake all the Storm Water prior to construction. Developer shall be responsible for constructing the Storm Water Utilities at Developer's expense and per approved Plans. Developer's construction work shall be subject to inspection by the Village, or the Village's designee. Developer shall construct the Storm Water Utilities utilizing granular backfill, as set forth in the approved Plans and as required by Village Ordinances. The CSM is conditioned upon the Village's acceptance of the Public Improvements and the Property (and the lots therein) being serviced with public sewer and water services, and Developer agrees to enter into agreements to grant to the Village, as appropriate all easements, if applicable and deemed necessary for the furnishing of public sewer and water services to the lots in said Property.

After the Storm Water Utilities have passed final inspection and testing, and after all lien waivers for the work completed on the Storm Water Utilities have been provided to the Village, the Village shall accept any necessary easements for access to the Storm Water Utilities.

(c) **Public Roads Construction**. After acceptance of the Storm Water Utilities by the Village, the Developer and Contractor shall thereafter construct, at Developer's expense, the base construction, including asphaltting, in compliance with applicable Village standards and Ordinances for public roads. When such base construction, including asphaltting, has been completed by the Developer and Contractor, inspected, tested and approved by the Village Engineering Department, and after all lien waivers respecting the Public Roads have been provided to the Village, the Village shall accept such construction, subject to maintenance guarantees then provided in the Village Ordinances, this Agreement and such other guarantees as the Village Board may deem necessary to protect the Village in the event that there is an identified deficiency in the construction that warrants a longer guarantee period of time. It is anticipated that the Public Roads construction, including binder and surface asphaltting, as further described herein shall be done in 2022. The Developer and Contractor shall be responsible for regrading and shaping the Public Roads at its expense prior to the asphaltting work being done by the Contractor. After construction of base course of the Public Roads is approved and accepted by the Village, the Contractor shall fine grade the stone base and install four and one-half (4½) inches of binder asphalt, in two (2) layers per Village Engineering Department specifications, on all such Public Roads or parts thereof within the Property which the Developer and Contractor are required to construct hereunder. The Village Engineering Department shall inspect such work for compliance with Village Ordinances and if such work complies, shall accept such work which shall constitute "substantial completion" in accordance with Sec. 236.13, Wis. Stat.

When authorized to install the surface course of asphalt by the Village's Engineering Department, the Contractor shall patch if necessary, based on inspection by the Village Engineering Department. A final inspection shall be completed by the Village Engineering Department to determine if any repairs need to be made. The binder course should be swept clean prior to placing any tack coat. The Contractor shall install one and one-half (1-1/2) inches of surface asphalt and the Developer and Contractor shall complete the final work except for any manhole and water box adjustments on such Public Roads in the Property. Developer agrees that it is financially responsible for the costs for all asphalt and installation of the asphalt binder and surface courses, but the Contractor shall be responsible to perform such work, either directly or through contracted third-parties. Developer and Contractor shall also abide by the provisions of Resolution 2000-26, relating to street barricades, which is incorporated herein by reference.

(d) **Reimbursement for Costs.** The Developer shall, within Thirty (30) Days after receiving a written itemized invoice(s) from the Village for the same, reimburse and pay to the Village all engineering, inspection, administrative and legal costs incurred by the Village. This shall expressly include, but not be limited to, (i) all engineering costs incurred in the review of the Plans, and (ii) all inspection costs, and (iii) all legal costs of the Village's attorney pertaining to this Agreement.

(e) **Right of Village To Complete The Project.** If the Developer commences the work (by having the Contractor commence actual excavation work and/or construction work on site) but then fails for any reason to complete or finish the work, then, in addition to any and all other remedies available to the Village under the law:

- 1) The Village may, at its option, complete and finish the work by doing such remaining work (the "Completion Work") as a publicly-bid Village project; and
- 2) The Developer shall pay to the Village all costs incurred by the Village in doing the Completion Work; and
- 3) Without in any manner limiting its available remedies under the law, the Village may obtain payment of all such costs for the Completion Work through a levy of special assessments and/or special charges (collectively referred to as the "Special Assessment") on the Property pursuant to the terms and provisions of Section 66.0703 of the Wisconsin Statutes and/or any other applicable statutes. Developer hereby waives all procedural rights that Developer may have under the laws of the State of Wisconsin with respect to such an imposition of the Special Assessment on the Property for items required of Developer herein. This waiver includes, but is not limited to, the requirement of a written notice and a public hearing as required under Section 66.0703 of the Wisconsin Statutes and/or any other special assessment statutes.

7. **Drainage Facilities.**

(a) **Construction.** Developer and Contractor agree to design, construct, and install, at its expense, all the Storm Water Utilities as specified and set forth in the Village-approved plans and specifications described in Section 6 hereof. In the event the Storm Water Utilities are not completed within two (2) years from the date hereof, the Village Board shall have the right to review the plans in light of conditions then existing or expected in the area and to modify the plans to meet any such conditions. The Developer and Contractor shall construct and complete the Storm Water Utilities pursuant to any such revised plans. All such work shall be subject to approval and acceptance by the Village Board and the Village's Utility Commission. Any damage occurring to



the Public Improvements or to any other drainage structures or appurtenances, including drainage tiles, shall be repaired, restored or rerouted by Developer in accordance with this Agreement.

(b) **Maintenance**. Further, Developer shall be liable and responsible for the proper maintenance of the storm water easements, including any detention or retention basins if applicable. Such maintenance shall include the control of weed and algae growth. Such liability and responsibility shall continue with Developer until such time as the ownership of each lot is transferred and such subsequent owner assumes such obligations. Such maintenance shall be carried out in conformity with applicable Village ordinances and any written directive for corrections or maintenance from the Village.

(c) **Grant of Easements**. The Developer will grant to the Village an easement for the purpose of maintaining and repairing the Storm Water Utilities located on the Property. Developer will execute and deliver to the Village a separate written easement agreement that memorializes and confirms the easement rights of the Village to maintain and repair the Storm Water Utilities on the Property. The Easement Agreement identifies and describes the location of all such Storm Water Utilities on the Property and shall be recorded with the Racine County Register of Deeds.

(d) **Default**. In the event of any default in the obligations to properly repair damage caused during construction or to maintain the drainage easements, including any retention or detention basins, the Village may cause said maintenance to be provided and may charge the Developer or subsequent owner for said costs. In addition, the Village, at its option, may cause all such costs including any engineering, legal, and administrative costs with respect to the same, to be assessed against the Property or the lot within the Property that is assigned responsibility for

such drainage facility, all as provided in Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village ordinance.

8. **Public Improvements Cost, Security, Guaranty Period.**

(a) **Public Improvements Costs and Security.** In order to secure Developer's satisfactory completion of the Public Improvements including but not limited to the Storm Water Utilities and Public Roads, Developer has opted to post with the Village a letter of credit, in a form and from an issuer satisfactory to the Village, in an amount of **\$93,314.00** (the "Security"), which amount equates to 120% of the Public Improvements' estimated total cost (including the cost for asphaltting). Developer shall post the Security with the Village prior to the required staking by the Developer. After completion satisfactory to the Village as set forth in this Agreement of each of (1) the Storm Water Utilities and (2) the Public Road's stone course, the Village shall release that portion of the Security that is attributable to the estimated cost of the completed work upon receipt by the Village of lien waivers. The release of security shall be accomplished incrementally as portions of the work are completed and accepted by the Village and invoices for asphaltting work have been paid by Developer. After invoices have been paid for asphaltting work and the courses have been accepted, only that portion of the Security necessary to secure completion of the remaining Public Improvements work plus 10% of the original Security total of **\$7,776.00** shall be retained by the Village as security for an additional fourteen (14) months to secure the Developer's obligations during the Guaranty Period and to ensure completion of the remaining Public Improvements. In calculating the retention amount of the security, such amount shall not include the original 20% contingency. Developer may, at its option, substitute an additional cash bond for the remaining amount on the letter of credit for the remaining Public Improvements work, plus 10% of the original Security.

The Village may utilize the remaining security for repair and maintenance of the Public Roads, as well as for additional amounts needed to complete the asphaltting of the streets if the Developer does not perform, after notice, its repair, maintenance and/or reconstruction responsibilities during the Guaranty Period. In the event any such fund is inadequate to pay for such work, the Developer, upon written demand by the Village, shall pay to the Village any such deficiency. In addition to any other remedies the Village may have, the Village shall be entitled to impose a special assessment or special charge against the Property for any deficiencies not paid in accordance with Section 29 of this Agreement.

If Developer fails to complete the Public Improvements within one year of initial staking, the Village shall draw on the Security without further notice to Developer to complete the remaining Public Improvements.

(b) **Guaranty**. Developer shall warrant and guarantee the Public Improvements in good condition and in compliance with the Village's standards and specifications for a minimum period of one (1) year after acceptance of the courses of asphalt (the "Guaranty Period"). The Developer shall be liable for all maintenance (except snow plowing) and repair of the road, shoulders and curb and gutter as applicable for a period of at least one (1) year. The Village Board may require a longer guaranty period based upon the site conditions, time when construction is to be carried on, and any other factors affecting the road or its stability. In the event any defect(s) is discovered during such one-year time period, the Village shall notify the Developer and Contractor in writing, and the Developer and Contractor shall cause such defect(s) to be corrected within Sixty (60) calendar days (or within such shorter period designated by the Village if the public health and safety so require). If the Developer and/or Contractor shall fail to do so within such 60-day time period (or if the public safety sooner requires the remedied

work to be done and the Developer/Contractor are not able to timely do so), then the Village may cause such defect(s) to be corrected, and the Developer and Contractor shall be liable to the Village for any costs incurred by the Village in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

If the Guaranty Period is extended beyond the length of the letter of credit, another letter of credit shall be tendered (or the existing one renewed upon the mutual agreement of the Developer and the Village) to the Village as a replacement for the length of the Guaranty Period. In the case of the asphaltting work for the Public Roads, this Guaranty Period includes the time period between acceptance of the binder course of asphalt and installation and acceptance of the surface course of asphalt. The Guaranty Period, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Public Improvements. The Village shall utilize any or all retained Security during the Guaranty Period toward the costs of any necessary repairs of the Public Improvements if Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement. The Parties recognize that the Guaranty Period lasts longer than 14 months and if the Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement and the Village takes action to perform the repair and maintenance, the Developer shall reimburse the Village for costs incurred in doing so within thirty (30) days of written notice of such costs. If Developer fails to reimburse the Village for such costs, including but not limited to actual attorney's fees and costs, engineering fees and costs, and administrative costs, in addition to any other remedies the Village may have, the Village shall be entitled to specially assess its costs against the Property in accordance with Section 29 of this Agreement.

(c) **General Inspections.** The Public Improvements shall be inspected by the Village's Engineering Department, or the Village's consulting engineers, and all costs of such inspections shall be paid for by Developer. The Contractor shall provide to the Village its work schedule for Public Improvements prior to any work being undertaken, such schedule shall (i) specify the times, dates and type of work to be performed, and (ii) have a format and content satisfactory to the Village's Engineering Department. Developer and Contractor understand that it is the intent of the Village to have one or more inspectors presents as needed while the work on the Public Improvements is being performed. The designated inspectors at the construction site shall have the full right and authority to stop work on the Property project whenever they believe that any such work or materials are not in compliance with the approved Plans and Specification, and in such event the Contractor shall then immediately cure any such failure of compliance before proceeding with any other work. Notwithstanding the foregoing right and authority granted to the Village's inspectors (to stop the work in the event of a failure of compliance with the approved Plans and Specifications), the parties to this Agreement expressly understand and agree that, as between the parties to this Agreement, the Contractor and/or Developer shall be the sole parties responsible for (i) all safety measures required for the work, and (ii) the direction of all laborers and personnel doing the work (except for the inspector(s) hired by Village), and (iii) all means and methods required to do the work.

9. **Sale of Lots.** Developer or its successors in title shall not sell, convey or transfer any land abutting upon a street or portion thereof dedicated by such CSM until the following have occurred: (1) this Agreement is executed and recorded; (2) all Security has been deposited with the Village (by such time as is herein provided); (3) the Storm Water Utilities have been installed and accepted by the Village; and (4) all Public Roads have been constructed in accordance with

the terms of the Village's subdivision Ordinance, the Village standards for construction of streets and highways, other applicable Village Ordinances, and this Agreement.

10. **Sewer and Water.** The approval of the CSM was conditioned upon all parcels being serviced with public sewer and water service by the Village's Utility Districts. All fees applicable to the connection and service of the Property to the public sewer and water systems shall be borne by Developer or individual lot owners, and any use of such systems shall be subject to all applicable use restrictions.

11. **Reimbursement of Costs.** The Developer acknowledges and agrees that it is solely responsible for all costs related to the installation of Public Improvements. In addition, the Developer agrees to reimburse the Village for its costs related to the Property including costs incurred by the Village to review conceptual, preliminary and final plans plat associated with the Property and to review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Property. Such costs shall also include the costs of Village's retained engineers, attorneys, inspectors, agents, and subcontractors. Developer understands that legal, engineering, and all other consultants retained by the Village are acting exclusively on behalf of the Village and not Developer. Developer entered into a previous predevelopment agreement with the Village paid to the Village a deposit for such reimbursements. This Section supersedes the predevelopment agreement, and the parties intend that the reimbursement account and process set up by the predevelopment agreement shall continue uninterrupted as needed to cover expenses incurred under this Agreement. If at any time said deposit becomes insufficient to pay expenses incurred by the Village, Developer shall deposit required additional amounts within fifteen (15) days of written demand by the Village. If Developer does not deposit the required amount within the time required, the Village may suspend additional work or review as to the plans and

specifications under consideration until the deposit is received. Within sixty (60) days after completion of all construction contemplated under this Agreement, the Village shall furnish Developer with a statement of all such costs incurred by it with respect to such Property. Any excess funds shall be remitted to Developer, and any costs in excess of such deposit shall be paid by Developer upon demand. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

12. **Land Division Fee.** Pursuant to Title 14, Chapter 1, the Developer shall pay a land division fee for two (2) parcels created by the CSM as a cash payment to the Village.

13. **Utilities and Utility Laterals.** Developer is responsible for all costs associated with all private utilities servicing the Property including, without limitation, the cost of underground installation of cables, wires, pipes, laterals, etc. for electric, gas, telephone, and cable television services, if any. Developer shall fully restore, at its expense, any Village right-of-way that has been disturbed due to its installation of utilities, lighting or landscaping. The Village shall not take ownership of any utility laterals.

14. **As-Built Plans.** Upon written acceptance of all improvements by the Village, the Developer's engineer, at the Developer's expense, shall provide to the Village one complete set of Grading and Stormwater facilities as-built plans and profile sheets. In addition, at the Developers expense, shall prepare and provide to the Village one complete set of plans on reproducible mylar or similar material as agreed by the Village Engineer Department, two sets of prints indicating actual constructed locations and elevations, and one set of electronic drawings (PDF) and associated files compatible with a computer-aided design (CAD) system maintained by the Village. The as-built plans shall be prepared by modification of the construction drawings to reflect as-built data for streets, site grading, and all other relevant public improvements. Changes

to base and other maps and official drawings not provided by the Developer's as-built drawings, but necessitated by actions of the Developer, shall be reimbursed to the Village by the Developer whether or not such items are enumerated in this Agreement.

15. **Building Permits and Lot Construction.** Until the Public Improvements provided herein to be installed to service the Property have been installed to the reasonable satisfaction of the Village Engineering Department, no building permits shall be issued as to lots in the Property; provided, however, that building permits may issue as to lots fronting on streets within the Property if the binder course for the streets has been installed and accepted by the Village. If there are paving delays that extend into winter, then the Developer shall be responsible for plowing of the snow through winter months on the Village's rights-of-way that are unpaved. Construction activities related to improvements upon any lot shall not spill over onto other Property. Finished yard grades and grading plans must be approved by the Village Engineering Department before construction may commence and the lot owner shall be responsible for the costs of any review at the time of building permit review.

16. **Laws To Be Observed.** The Developer and Contractor shall at all times observe and comply with all federal, state and local laws, regulations and ordinances (collectively, the "Laws") which are in effect or which may be placed in effect and impact the conduct of the work to be accomplished under this Agreement to construct the Public Improvements and Private Improvements, inclusive of repairs, replacements and alterations (**the "Work"**). The Developer and Contractor shall indemnify and hold harmless the Village and its agents, officers and employees, against any claims or liability directly arising from or based on the violation of any such Laws by the Developer or its principals, agents, employees or contractors, except to the extent that such claims or liability arise by virtue of the negligence or willful misconduct of the Village



and any of its agents, contractors, officers or employees. The Developer and Contractor shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the Work to be completed under this Agreement.

17. **Public Protection and Safety.** The Village shall not be responsible for any damage, bodily injury or death arising out of the Work whether from maintaining an “attractive nuisance” or otherwise, except as caused by the negligence or willful misconduct of the Village or any of its agents, contractors, officers or employees. Where apparent or potential hazards actually known by the Developer and Contractor that occur incident to the conduct of the Work, the Developer and Contractor shall provide reasonable safeguards. Developer shall, however, still be solely responsible for the means and the methods used for the construction of the Work. The Village, Developer and Contractor do not waive, and shall retain, all defenses to third party claims pursuant to applicable law.

18. **Survey Monuments.** The Developer and Contractor shall exercise all reasonable efforts to assure that all survey or other monuments required by Statute or Ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by Developer and Contractor.

19. **Drain Tile.** Any drain tile or other drainage structure or appurtenance damaged during construction shall be repaired and restored to its condition prior to such construction, or rerouted or replaced, if necessary, by Developer and Contractor in the reasonable opinion of the Village Engineering Department, and provide a permanent record of such work to the Village.

20. **Erosion Control.** During the course of the development of the Property, the Developer shall be responsible to ensure that reasonable steps are taken to prevent erosion from lands within the CSM and the siltation therefrom being carried into streets rights-of-way, street-

side ditches, drainage ditches, easements, culverts, drains, waterways, lakes and streams. To prevent such erosion and siltation the Developer shall conform to the practices as set forth in the erosion control plan located in the Construction Plans and all Construction Site Storm Water Permits issued by the Department of Natural Resources. In the event of any such erosion or siltation, the Developer and Contractor shall be responsible for removing all such siltation from and restoring all such rights-of-way, ditches, easements, culverts, drains, waterways, lakes and streams. All such compliance and work hereunder shall be done without cost to the Village. The Developer shall be responsible for ensuring that its contractors utilize construction means and methods that minimize, to the extent possible, nuisance-type impacts to the surrounding landowners. Prior to the start of construction, the Developer shall obtain a land disturbance permit from the Village.

21. **Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the Village officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.

22. **Indemnification/Hold Harmless Agreement.** The Developer hereby does, jointly and severally, expressly agree to indemnify and hold the Village and its respective elected and appointed officers, employees, engineers and agents harmless from and against all claims, judgments, damages, costs, expenses and liability of every kind and nature, including but not limited to any reasonable actual fees for attorneys and experts retained by the Village in conjunction with this Agreement, for any injury or damage received or sustained by any person or entity in connection with, on account of, or in any way relating to the Property, Construction

Project including Developer's performance of work relating thereto, or this Agreement and any other liability of any nature whatsoever, that may arise, directly or indirectly as a result of:

- a) The Village entering into this Agreement; and/or
- b) The Developer and Contractor undertaking and doing the Construction Project(s);  
and/or
- c) The Developer and/or Contractor failing to comply with the terms and provisions of this Agreement and/or the Development Agreement.

Such indemnification, however, shall not apply to any intentional torts and/or acts of negligence on the part of the releases and shall not apply to injury or damage arising, in whole or in part, due to negligence or willful misconduct of the Village, or any of their agents, contractors, officers or employees. The Developer further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning or relating in any way to the Property or CSM or this Agreement, unless said suit is brought by the Developer or due to negligence or willful misconduct of the Village, or any of their agents, contractors, officers or employees. The Developer and Contractor are not agents or employees of the Village. All work or obligations to be performed by the Developer and Contractor pursuant to the terms of this Agreement shall be done in accordance with (i) all applicable state, federal and local laws, rules, ordinances and regulations; and (ii) the terms and provision of this Agreement.

23. **Indemnification for Environmental Contamination.** The Developer and Contractor, as applicable, shall indemnify, defend, and hold the Village, and its respective elected and appointed officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including actual fees for attorneys and consultants) that arise as a

result of the presence in or on property owned by the Village or any Village right-of-way (“Village Parcels”) of any toxic or hazardous substances in excess of the minimum levels allowed by applicable law (collectively, the “Substance”) arising from any activity conducted by the Developer, Contractor, or any third parties, or by the Developer’s respective employees, agents or contractors, except as to injury or damage arising, in whole or in part, due to negligence or willful misconduct of the Village, or any of their agents, contractors, officers or employees. Without limiting the generality of the foregoing, this indemnification shall specifically include any costs incurred by the Village in connection with any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence of the Substances on or in the Village Parcels, whether in the soil, groundwater or air unless its due to the Village’s willful neglect or misconduct.

The Village agrees that they will immediately deliver written notice to the Developer and Contractor of the Village’s discovery of the Substances in or on the Village Parcels. Following delivery to the Developer and Contractor of written notice of the Village’s claim as required under this Section, the Village shall make all reasonable accommodations to allow the Developer and Contractor to examine the Village Parcels and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

In the event the Developer and Contractor is obligated to indemnify the Village against claims arising under this Section, Developer and Contractor shall take all necessary steps to ensure that the Village receive written confirmation from the appropriate governmental authority of the satisfactory completion of the required remediation, removal or restoration work including, without limitation, a no further action letter, final case closure letter or confirmation that the presence of such toxic or hazardous substances affecting the Village Parcels migrated from

an offsite source (the “Closure Documents”). The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or any use or as a deed restriction or registration in any registry including, without limitation, the GIS Registry. Developer and Contractor shall be responsible for any continuing obligation imposed by any appropriate governmental authority as a continuing indemnity for the Village.

24. **Insurance Requirements.**

(a) **General:** The Developer and Contractor shall obtain insurance reasonably acceptable to the Village as required under this section and such insurance which shall, by specific endorsement to said policy, name the Village, on a primary and non-contributory basis, as an additional insured or loss payee as the Village shall direct. The Developer and Contractor shall maintain all required insurance under this section until the Village has accepted dedication of all Public Improvements and for the duration of the Guaranty Period. Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The Village reserves the right to reasonably disapprove any insurance company.

(b) **Certificates of Insurance:** Where the Village does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

Employer’s Liability	\$100,000.00 per occurrence
Comprehensive Motor Vehicle Liability,	\$1,500,000.00 per Bodily Injury Accident & Property Damage Combined
Comprehensive General Liability Bodily Injury	\$1,500,000.00 per accident; \$2,000,000 per project General Aggregate

Property Damage Combined	\$1,000,000.00 aggregate; \$2,000,000 per project General Aggregate
Worker's Compensation	Statutory Limits
Builder's Risk (as deemed applicable by Village)	All Risk Type; Total Value of Project
Installation Floater	All Risk Type; Total Value of Project
Umbrella	\$2,000,000 aggregate

The Developer and Contractor may furnish coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability through the use of primary liability policies or in a combination with an umbrella excess third party liability.

(c) **Owner's Protective Liability (Independent Contractor Insurance).**

The liability limits shall be the same as those of the Comprehensive General Liability Policy.

25. **Special Assessments.** Developer agrees, for itself and its successors in interest in the Property, that the Property is specially benefitted by this Agreement and by the Public Improvements provided for by this Agreement. If Developer defaults on any obligations under this Agreement, including but not limited to any financial obligation, Developer agrees, for itself and its successors in interest in the Property, that, in addition to any other remedy at law or in equity that the Village may pursue, the Village shall be entitled to specially assess all its costs relating to such default against the Property, pro rata based on acreage, without need of any procedures that are otherwise required by state statute or Village ordinance before a special assessment may be imposed. Developer, for itself and its successors in interest in the Property, hereby waives any and all right to any hearings and to challenge any such special assessment.

26. **Miscellaneous Provisions.**

a. **Incorporation of Attachments.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

b. **Non-waiver of Approvals.** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses, and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any plans and specifications, or any part thereof, or to impose reasonable limitations, restrictions, and requirements on the Property, construction, and use of the Property as a condition of any such approval, license, or permit, including without limitation, requiring any and all other and further development and similar agreements. The Village will act diligently to review all necessary approvals, licenses, and permits duly requested by the Developer.

c. **Compliance with Laws.** The Property construction shall be undertaken and done in full compliance with:

- i. The terms and provisions of this Development Agreement
- ii. All applicable governmental laws, rules, regulations, statutes and ordinances; and
- iii. All directives, rules and regulations of the Village, and its officers, employees and agents; and
- iv. All drawings, plans, specifications, or diagrams required by and approved by the Village.

d. **Time of the Essence.** Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

- e. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- f. **Entire Agreement.** This Agreement and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein. This Agreement may be modified only in writing signed by all Parties.
- g. **Venue and Law Applicable.** This Agreement shall be governed, controlled, interpreted and construed in accordance with the internal laws of the State of Wisconsin. The venue of any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine, Wisconsin.
- h. **Originals and Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- i. **Amendments to Agreement.** This Agreement shall not be amended orally but only by the written agreement of the Parties signed by the appropriate representatives of each Party and with the actual authority of each Party.
- j. **Agreement Runs with the Land.** This Agreement shall be binding upon the Developer, and its successors in title or assigns, and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners and all subsequent owners of the Property or any portion thereof. This Agreement shall be recorded with the Racine County Register of Deeds. The sale of any lot or parcel within the Property shall not relieve any owners of their continuing liability hereunder except as provided herein.
- k. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended



or a successor designated by a party to this Agreement, or upon facsimile transmission to the fax numbers set forth herein or a successor number or numbers designated by the party, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address, or both:

To Developer: David Newell & Tracie Brisko-Newell  
3718 West Johnson Avenue  
Racine, WI 53405

To the Village: Village Clerk  
Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402  
Fax: (262) 835-2388  
and to,

Village Engineer  
Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402  
Fax: (262) 835-2388

To the Contractor: Purpose Contracting Asphalt LLC  
2065 N. Memorial Drive  
Racine, WI 53404

1. **Successors and Assignment.** This Agreement is binding upon and enforceable against the Parties' respective successors and permitted assigns. The Village may assign its interest in this Agreement to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now

occupied by the Village. The Developer and Contractor may not assign its interest in this Agreement without the express written approval of the Village.

m. **Severability**. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be binding on all parties.

n. **Subordination**. The Mortgagee joins in this Agreement for the sole purpose of agreeing that in the event of the foreclosure of its mortgage interest in the lands of the Property, this Agreement shall survive such foreclosure and the lands in the Property shall remain subject to this Agreement.

o. **The Contractor**. Purpose Contracting Asphalt LLC is the general contractor for construction of the Development, being hired and retained by Developer to construct the Public Improvements. Purpose Contracting Asphalt LLC, however, as the general contractor, shall be responsible and obligated to the Village to perform all of the duties imposed upon the "Contractor" under this Agreement.

p. **Force Majeure**. For purposes of this Agreement, the term "Force Majeure" means events or circumstances beyond a Party's reasonable control, including, without limitation, "acts of God," fire, flood, other natural calamities, accidents, unusual delays in deliveries, unavoidable casualties, labor disputes, strikes, lockouts or picketing (legal or illegal), wars, riots, acts of terrorism, changes in or unexpected interpretations of applicable statutes, laws, ordinances or regulations, adverse weather conditions, condemnation or other actions of governmental authorities or utility companies or shortages of labor, fuel, power or materials.

q. **Use of Further Subcontractor**. In the event Contractor elects to use a further Subcontractor(s) to do part and/or all of the construction, then:

- i. Such further Subcontractor must be pre-approved by the Developer; and
- ii. Such further Subcontractor must be pre-approved and pre-qualified by the Village, which approval shall not be unreasonably withheld, conditioned, or delayed; and
- iii. Such further Subcontractor shall agree to perform all of the duties and obligations imposed upon the Contractor in this Agreement relative to that portion of duties and obligations of the work they are taking over; and
- iv. The general contractor shall still remain a party to this Agreement, and still be responsible for fully performing all of the duties and obligations imposed upon any subcontractor(s) under this Agreement.

r. **Legal Action.** In addition to the provisions set forth in this Agreement, the Village may take any and all other appropriate action at law or equity to enforce compliance with the provisions of this or any other agreement it may have with the Developer and Contractor pertaining to this project, and in the event of a legal action in which the final determination is in favor of the Village, the Village shall be entitled to collect from the Developer and Contractor statutory costs and disbursements, plus its actual attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year set forth below.

DEVELOPERS

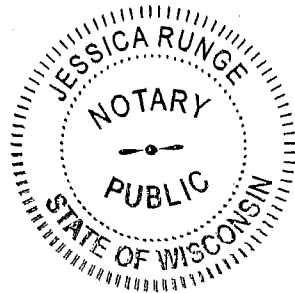
DAVID NEWELL and TRACIE BRISKO-NEWELL

By: [Signature]  
David Newell

By: [Signature]  
Tracie Brisko-Newell

STATE OF WISCONSIN    )  
  ) SS:  
COUNTY OF RACINE    )

Personally came before me this 1<sup>st</sup> day of November 2022, David Newell and Tracie Brisko-Newell to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said persons.



Jessica Runge  
Notary Public, Racine County, WI  
Print Name: Jessica Runge  
My commission: 9/10/2024

VILLAGE OF CALEDONIA

By: Lee Wishau  
Lee Wishau  
Acting Village President

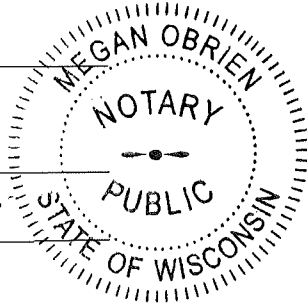
Attest: Joslyn M. Hoeffert  
Joslyn M. Hoeffert  
Village Clerk

Personally came before me this 21 day of NOVEMBER, 2022, Lee Wishau and Joslyn M. Hoeffert, Acting Village President and Village Clerk of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

Megan O'Brien  
Notary Public, Racine County, WI

Name: Megan O'Brien

My Commission: 7/12/2025



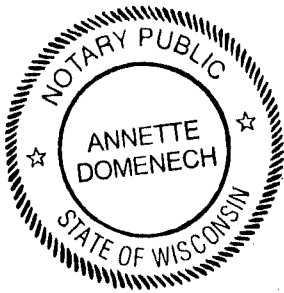
**CONTRACTOR**

**Purpose Contracting Asphalt LLC**

By: [Signature]  
President

Attest: [Signature]  
Secretary

Personally came before me this 1<sup>st</sup> day of November, 2022, Sean Sege and Sean Sege, President and Secretary of Purpose Contracting Asphalt LLC to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Limited Liability Company.



[Signature]  
Notary Public, Racine County, WI

Name: Annette Domenech  
My Commission: June 20, 2025

- EXHIBITS:  
Exhibit A: CSM / Legal Description of Property  
Exhibit B: Resolution with Conditions of Approval

770272.001 (923)

EXHIBIT A

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a redivision of a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 4 North, Range 23 East, in the Village of Caledonia, Racine County, Wisconsin.

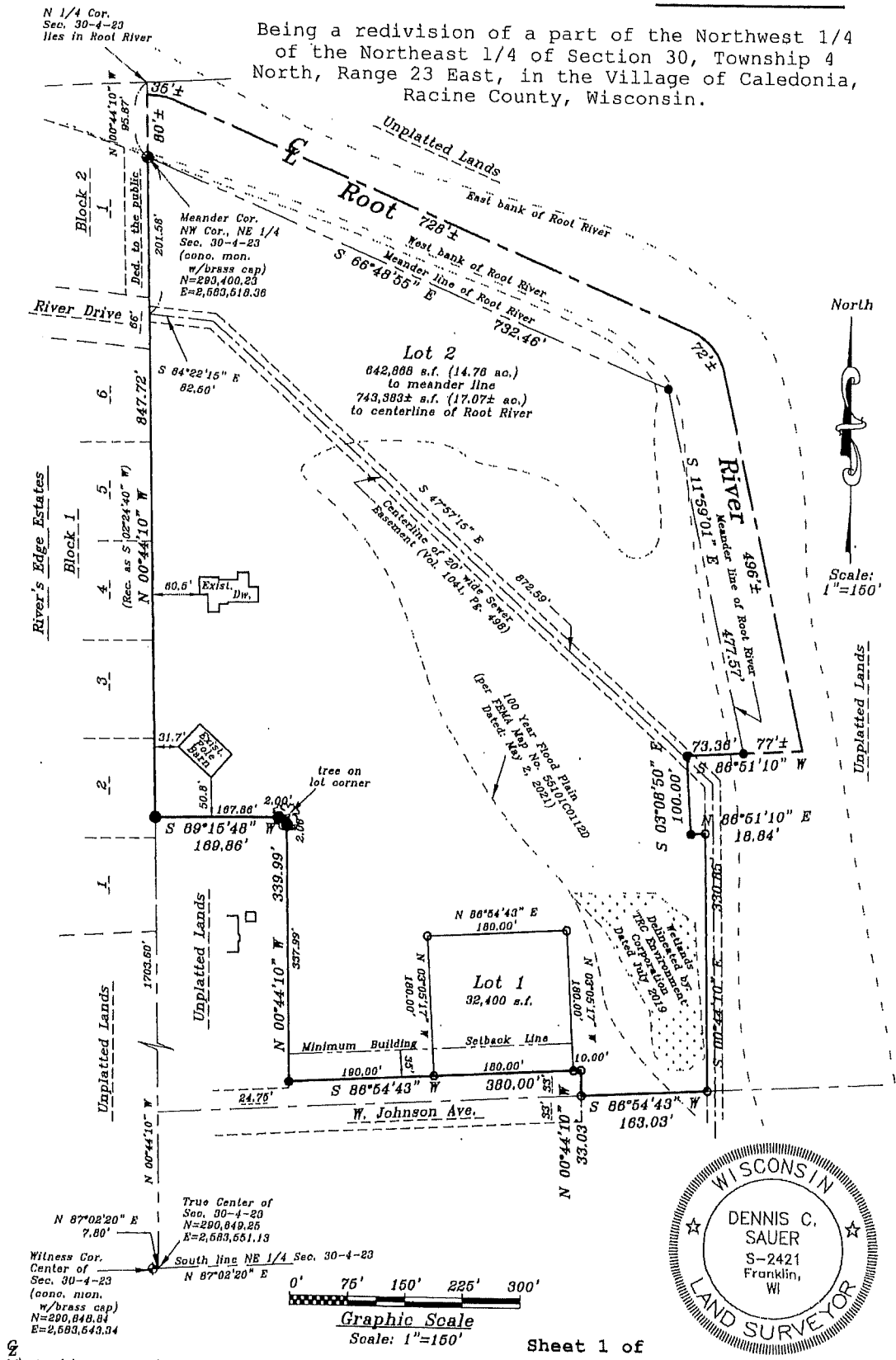


EXHIBIT B

**RESOLUTION NO. 2022-71  
(7/11/2022)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF  
CALEDONIA TO APPROVE CERTIFIED SURVEY MAP # \_\_\_\_\_; PARCEL ID  
104-04-23-30-022-001 – LOCATED IN THE NE 1/4 OF SECTION 30, T4N, R23E,  
WEST JOHNSON AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY,  
WI – OWNER/APPLICANT TRACIE BRISKO-NEWELL**

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

**WHEREAS**, the applicant has submitted a Certified Survey Map (CSM) to the Village for consideration. The proposed CSM would create 2 lots from existing parcel 104-04-23-30-022-001.

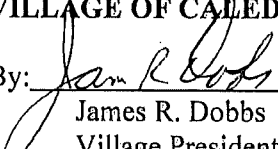
**WHEREAS**, the Public Services Director's Memo dated June 9, 2022, attached hereto as **Exhibit A**, recommended conditional approval subject to 14 conditions.

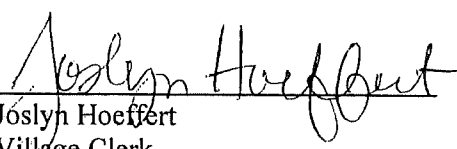
**WHEREAS**, the Village Plan Commission on June 27, 2022, recommended conditional approval of the CSM in accordance with the Public Services Director memo (**Exhibit A**) subject to the conditions outlined therein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Caledonia that the Certified Survey Map as set forth above, is hereby approved for the reasons and requirements set forth in Exhibit A, and subject to the same conditions imposed by the Village Plan Commission, and as described in **Exhibit A**, and the payment of the required land division fees and compliance with all applicable Village Ordinances.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 11 day of July 2022.

**VILLAGE OF CALEDONIA**

By:   
James R. Dobbs  
Village President

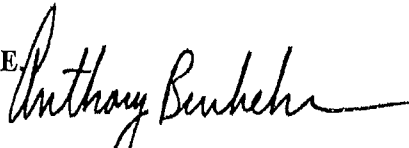
Attest:   
Joslyn Hoeffert  
Village Clerk



# MEMORANDUM

**Date:** Thursday, June 9, 2022

**To:** Plan Commission

**From:** Anthony A. Bunkelman P.E.  
Public Services Director 

**Re:** Brisko-Newell CSM – Parcel ID 51-104-04-23-30-022-001 – NE ¼ of Section 30, T4N, R23E, West Johnson Avenue Village of Caledonia, Racine County, WI – Tracie Brisko-Newell Owner & Applicant

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The Engineering Department has received a Certified Survey Map (CSM) from Tracie Brisko-Newell. The Brisko-Newell property is located on the North side of West Johnson Avenue at the Root River. The existing property is approximately 17.81 acres in size. This property has 380 feet of frontage along West Johnson Avenue, and an additional 163.03 feet along the Quarter Section line. Of the overall frontage, only approximately 115 feet are along an improved/constructed road.

The existing parcel currently has a single-family home and a pole barn on it.

The CSM proposes to create 2 lots. Lot 2 is for the existing single-family home and is proposed at approximately 17.07 acres in size. Lot 1 is proposed for a single-family home and is proposed at 0.74 acres in size.

The Zoning of the existing parcel is R-3. R-3 zoning requires 100' of frontage and a minimum of 20,000 square feet of area. The proposed lots exceed the minimum zoning requirements.

The Village's Comprehensive Land Use Plan calls for Low Density Residential for this property. Low Density Residential requires that lots be 19,000 square feet to 1.49 acres in size. There also is an area of Primary Environmental Corridor on the lot located along the Root River. The Primary Environmental Corridor will need to be shown on the CSM. Once shown, the CSM would be consistent with the Village's Comprehensive Land Use Plan.

At this time, West Johnson Avenue is only improved/constructed for approximately 115 feet. The CSM will require public road improvements to have Lot 1 be a buildable lot. This will require the submittal of road construction plans for West Johnson Avenue from the existing end of the improved/constructed portion to a point that is a minimum of 100' in front of Lot 1, approximately 190'. The former Public Works Director had provided an email for this requirement. There shall be a 33' Right of Way dedication along the constructed road to the East lot line of Lot 1. The Owner will also be required to enter into a Development Agreement with the Village for the public road improvements.

There is a portion of Lot 2 at the East end of the lot that does not have Right of Way and goes out to the Quarter Section Line. A 33' Road Reservation for West Johnson Avenue will need to be granted from the East lot line of Lot 1 to the East lot line of Lot 2. The Road Reservation will need to be shown on the CSM and a Road Reservation Agreement will need to be executed by the Owner.

The CSM is located in the Sanitary Sewer & Water Service Area. Lot 2 currently has sanitary sewer and water laterals for the existing home. Lot 1 already has a water later extended to it. The Sanitary Sewer for Lot 1 will need to come off of the Sanitary Sewer Interceptor that crosses Lot 2. This is the only viable sanitary sewer to provide sanitary sewer service. This will require that a sanitary sewer lateral be tapped and extended from the sanitary sewer interceptor on Lot 2 to Lot 1. This lateral will need to be installed as part of the public improvements for the CSM. Due to the sanitary sewer lateral for Lot 1 being on Lot 2 there will need to be a Sanitary Sewer Lateral Easement granted and shown on the CSM. A Sanitary Sewer Lateral Easement will also need to be executed by the Owners.

There also is a Sanitary Sewer Main that comes from 4 Mile Road and connects to the Sanitary Sewer Interceptor near River Drive. This Sanitary Sewer shall have a Sanitary Sewer Easement granted over it if one does not exist. Title work should be confirmed to verify if an existing Sanitary Sewer Easement exists over this sanitary sewer.

Access for the Lots is from West Johnson Avenue. Access for Lot 2 shall be restricted to the areas of the dedicated Right of Way when it is improved, constructed, and accepted.

The drainage of the CSM according to the Master Drainage Plan shows 1 watershed (R-29-1) for the lots. The lots will predominantly drain East to the Root River. Due to being on the Root River the 100-year floodplain elevation is shown on the CSM. The proposed single-family home on Lot 1 shall have a Finished Yard Grade no lower than 2 feet above the 100-year floodplain elevation.

Based on Lot 2 to be developed with a single-family home and the disturbed area to be under the storm water management threshold, the site will not require Storm Water Management at this time. If the thresholds are met in the future, a Storm Water Management Plan will be required. An individual Site Grading Plan will be required at the time of the Building Permit of the single-family home. A Note will need to be placed on the CSM to indicate the requirement of a Site Grading Plan at the time of Building Permit.

In looking at the Wisconsin DNR Surface Water Data Viewer there are mapped wetlands shown on the property within the CSM. The Surface Water Data Viewer also indicates that there are hydric soils that may be conducive to wetlands on the property. A Wetland Delineation was performed by the owner to determine the limits of the wetland. The wetlands will need to be shown on the Final CSM. The Owner or his consultant will need to submit the Wetland Delineation Report to the Village.

The CSM would be recommended for approval based on the conditions below.

**Move to conditionally approve the Brisko-Newell CSM on parcel 51-104-04-23-30-022-001 subject to the following:**

- 1. The Zoning setbacks & Minimum Frontage requirements for the R-3 Zoning District are to be listed on the CSM and the setback lines are shown on the lots.**
- 2. Show the Primary Environmental Corridor on the CSM.**
- 3. Submit Road Construction Plans for the extension of West Johnson Avenue for review and approval. Lot 1 shall have a minimum of 100' of improved/constructed road.**

4. **The Owner will need to execute a Development Agreement and provide appropriate financial guarantees for the construction of the public improvements.**
5. **A 33' Road Reservation is granted for the future extension of West Johnson Avenue on Lot 2, East of Lot 1. A Road Reservation Agreement will need to be executed by the Owner.**
6. **A sanitary sewer lateral will need to be extended to Lot 1 from the Sanitary Sewer Interceptor that crosses Lot 2. The installation of a sanitary lateral will need to be installed as part of the public improvements. A Sanitary Sewer Lateral Easement will need to be shown on the CSM and a Sanitary Sewer Lateral Easement will need to be executed by the Owner.**
7. **A Sanitary Sewer Easement will need to be granted over the Sanitary Sewer that comes from 4 Mile Road and connects into the Sanitary Sewer Interceptor near River Drive.**
8. **The 100-year floodplain elevation of the Root River is provided and noted on the CSM.**
9. **Lot 1 & Lot 2 individually, must stay under the Storm Water Management threshold, or a Storm Water Management Plan will be required to be submitted.**
10. **An Individual Site Grading Plan will need to be submitted at the time of the Building Permit for Lot 1. A note shall be placed on the CSM indicating the Individual Site Grading Plan requirement.**
11. **The wetland delineation is submitted and all wetlands are shown on the CSM.**
12. **The CSM is subject to the Land Division per Lot fee.**
13. **The Owner agrees to execute any and all agreements and make the necessary deposits for the approval of the CSM.**
14. **The Final CSM is recorded within 1 year of approval.**

DATE	03-21-21	DESCRIPTION	VILLAGE REV1
DATE	10-02-20	DESCRIPTION	VILLAGE REV2
DATE	10-02-20	DESCRIPTION	VILLAGE REV3

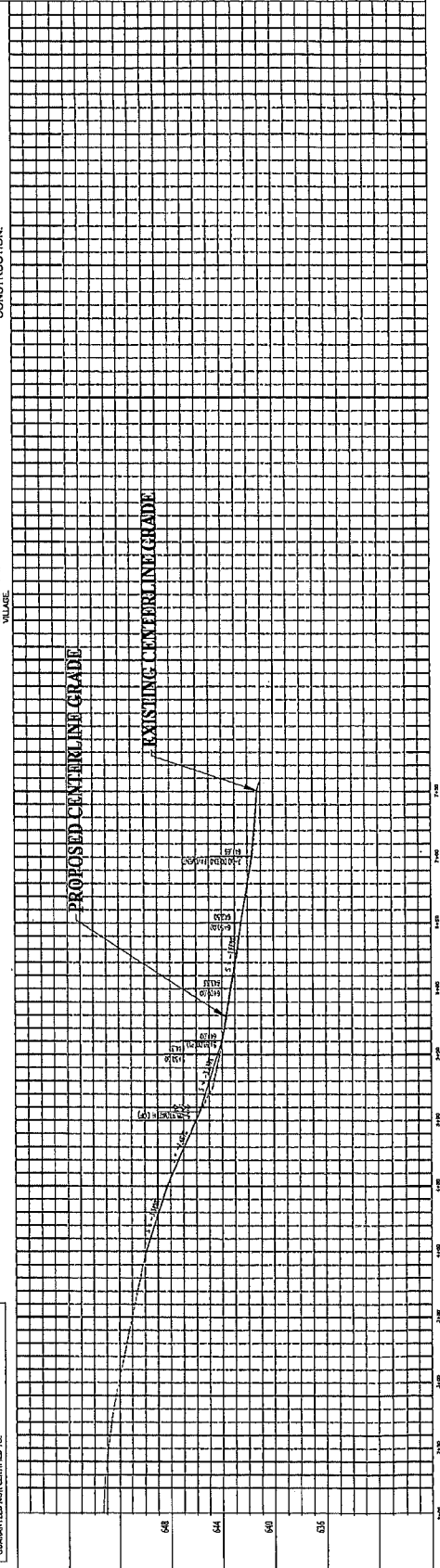
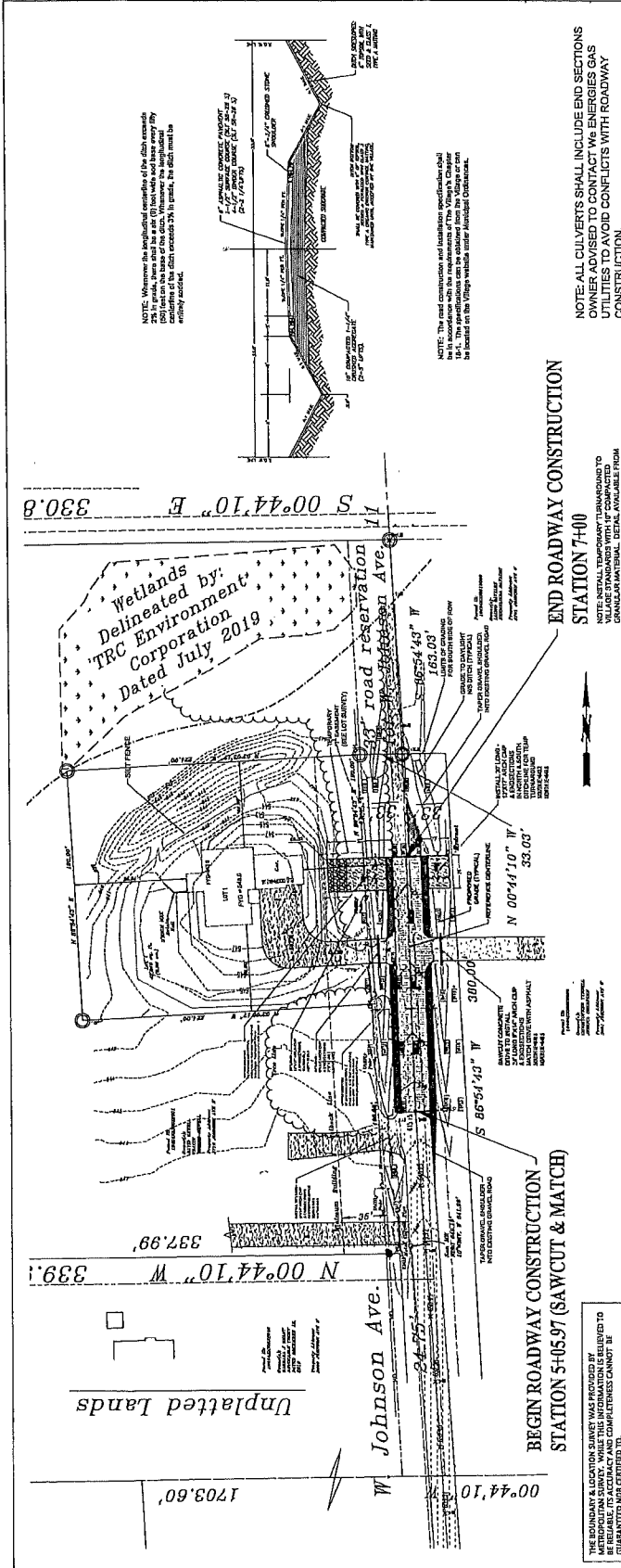
WEST JOHNSON AVENUE STREET EXTENSION  
VILLAGE OF CALEDONIA, MI  
ROADWAY PLAN

700 Plain Parkway - Suite 100 Elm Grove, WI 53122  
Phone: 262-715-8183 Fax: 262-457-2584 Email: mellen@eceng.com

ELLENA ENGINEERING & SURVEYING MANAGEMENT  
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

ECENG  
ELLENA ENGINEERING & SURVEYING MANAGEMENT

DATE: 03-21-21  
DESIGNED BY: MARK R. DUBOWICZ  
SCALE: 10' = 1" H.T.  
SHEET NUMBER: C300



THE ENGINEER'S DESIGN AND CONSTRUCTION WAS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED TO THE CLIENT. THE ENGINEER'S DESIGN AND CONSTRUCTION WAS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED TO THE CLIENT.