

**RESOLUTION NO. 2022-124**  
**(12-19-2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
STORMWATER EASEMENT AGREEMENT WITH VINVAN DEVELOPMENT LLC –  
419 4 MILE ROAD**

**WHEREAS**, in 2003 the Town Board had conditionally approved a Certified Survey Map for Glenn & Theresa Battles for the creation of 3 lots. One of the lots being 419 4 Mile Road. As a condition of approval, a Site Grading & Drainage Plan for the development was required.

**WHEREAS**, the Battles had retained Metropolitan Survey Service to prepare and submit a Site Grading & Drainage Plan for the site.

**WHEREAS**, the Town staff and Lake Michigan Storm Sewer Utility District had approved the Site Grading & Drainage Plan which included the granting of various Storm Water Easements on the lots.

**WHEREAS**, Village staff has researched and prepared the Storm Water Easement necessary for the development of 419 4 Mile Road.

**WHEREAS**, the Owner, Vinvan Development LLC has executed said Stormwater Easement Agreement.

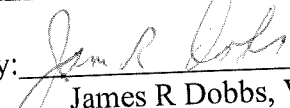
**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Stormwater Easement Agreement at their December 7, 2022 meeting.

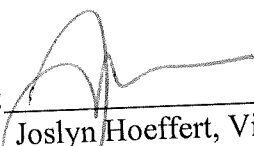
**WHEREAS**, the President and Clerk of the Village need to execute the Stormwater Easement Agreement in order to allow it to be recorded.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin,  
this 19 day of December, 2022.

VILLAGE OF CALEDONIA

By:   
James R Dobbs, Village President

Attest:   
Joslyn Hoeffert, Village Clerk

Document Number

**Storm Water Drainage Easement  
Agreement:  
Vinvan Development LLC**

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

104-04-23-28-008-010  
Parcel Identification Number (PIN)

**STORM WATER DRAINAGE EASEMENT AGREEMENT:**  
**VINVAN DEVELOPMENT LLC**

This Storm Water Drainage Easement Agreement ("Agreement") is made the 11<sup>th</sup> day of OCTOBER, 2022, by and between **Vinvan Development LLC (and its members)**, a Wisconsin Limited Liability Company with offices located at 5300 Green Bay Road Kenosha, WI 53144, 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 of Title attached hereto as Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. As a part of the approval by the Grantees for the development of the Property, the Grantees have required the Owner to construct, at Owner's own cost and expense, a storm water drainage plan within the area of the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water drainage plan is hereinafter referred to in this Agreement as the "Plan". The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner's responsibility to maintain the Plan and provide Grantees with an access easement.

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

D. The Grantees have requested that the Owner grant a permanent access easement (referred to in this Agreement as the "Ingress/Egress Easement") over the Owner's Property, that will grant to the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents, pedestrian and/or vehicular ingress and egress to and from Four Mile Road and the Storm Water Drainage Easement Area.

E. The Storm Water Drainage Easement Area and the Ingress/Egress Easement Area are collectively referred to in this Agreement as the "Utility Easement Area".

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

## AGREEMENT

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

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

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

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

4. Indemnification. Owner shall, and hereby does, indemnify and hold harmless the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents from and against any claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the existence, construction, use, operation,

cleaning, maintaining, alteration, repair, and/or replacement of the Drainage Facilities, and/or (ii) any property damage and/or bodily injury (including death) that may arise or occur as a result of the foregoing and/or at such locations.

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

6. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, the Ingress/Egress Easement over, across, under, and through the Owner's Property, to and from Four Mile Road and the Storm Water Drainage Easement Area, for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Utility Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Utility Easement Area and the Drainage Facilities.

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

8. Further Owner Requirements.

(a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Storm Water Drainage Easement Area without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Storm Water Drainage Easement Area will not be altered without the written consent of the Grantees.

(c) Owner shall comply with (i) the provisions and requirements of the Site Grading & Drainage Improvements Plan for the Property, prepared by Nielsen Madsen + Barber S.C., dated September 13, 2022, as may be approved and/or amended from time to time by the Grantees.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

BY: [Signature]  
**Robert J. Morrone, Member**

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF RACINE )

Personally came before me this 11<sup>th</sup> day of October 2022, the above-named **Robert J. Morrone**, a Member of Vinvan Development LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

[Signature]  
Notary Public, State of Wisconsin

[Signature]

My Commission expires: 4-2-2024

**VILLAGE OF CALEDONIA**

BY: [Signature]  
**James R. Dobbs, President**

ATTEST: [Signature]  
**Joslyn Hoeffert, Clerk**

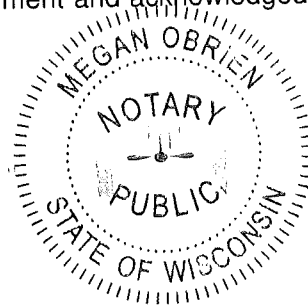
STATE OF WISCONSIN )  
 ) SS  
COUNTY OF RACINE )

Personally came before me this 19 day of December 2022, the above-named **James R. Dobbs, President** and **Joslyn Hoeffert, Clerk**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

[Signature]  
Notary Public, Racine County, WI

Megan OBrien

My Commission expires: 07/12/2025



VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: Howard Stacey  
Howard Stacey, President

ATTEST: Michael Pirk  
Michael Pirk, Secretary

STATE OF WISCONSIN )  
  ) SS  
COUNTY OF RACINE )

Personally came before me this 7<sup>th</sup> day of December 2022, the above-named, **Howard Stacey, President** and **Michael Pirk, Secretary**, of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Anthony A. Bunkelman  
Notary Public, State of Wisconsin

Anthony A. Bunkelman

My Commission expires: July 26, 2023

This Instrument Was Drafted By: Anthony A. Bunkelman P.E., Public Services Director



## LETTER REPORT

**TITLE REPORT PREPARED FOR:** Village of Caledonia

**TAX KEY NO.:** 104-04-23-28-008-010

**TITLE CO. REFERENCE NO.:** 71637

### **LEGAL DESCRIPTION:**

Parcel 1 of Certified Survey Map No. 2528 recorded in the office of the Register of Deeds for Racine County, Wisconsin on June 20, 2003, in Volume 7 of Certified Survey Maps, page 909, as Document No. 1911674, being a division of a part of the Northwest 1/4 of the Northeast 1/4 of Section 28, Town 4 North, Range 23 East, in the Village of Caledonia, Racine County, Wisconsin. Excepting therefrom land conveyed in Quit Claim Deed recorded April 25, 2006, as Document No. 2082081.

### **OWNER:**

Vinvan Development LLC, also known as Vinvan Development LLC, a Wisconsin limited liability company

### **PROPERTY ADDRESS:**

419 4 mile Road, Racine, WI 53402

### **OPEN MORTGAGES:**

Mortgage from Vinvan Development LLC aka Vinvan Development LLC, a Wisconsin Limited Liability Company to Community State Bank in the amount of \$338,250.00 dated July 27, 2022 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 28, 2022 as Document No. 2635236.

Assignment of Rents dated July 27, 2022 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 28, 2022 as Document No. 2635237.

### **UNSATISFIED LIENS, JUDGMENTS, WARRANTS:**

NONE

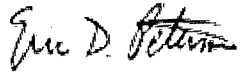
### **REAL ESTATE TAXES:**

Taxes for the year 2021 in the amount of \$727.29, 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 October 3, 2022 at 12:00 AM

Landmark Title of Racine, Inc.

A handwritten signature in black ink, appearing to read "Eric D. Peterson". The signature is written in a cursive style with a prominent initial "E".

Eric D. Peterson  
Authorized Signature or Signatory

419 4 mile Road  
Racine, WI 53402

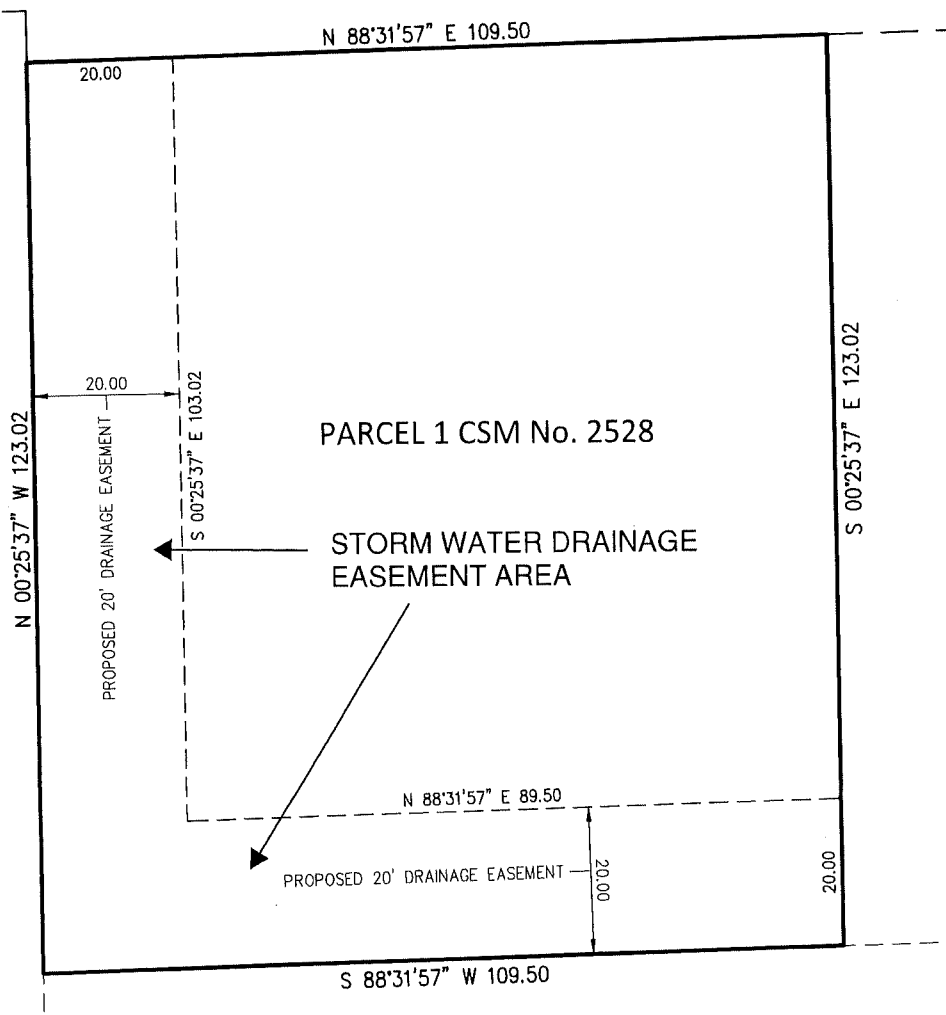
EXHIBIT B

20' WIDE DRAINAGE EASEMENT

The West 20.00 feet and the South 20.00 feet of Parcel 1 of Certified Survey Map No. 2528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on June 20, 2003, in Volume 7 of Certified Survey Maps, page 909 as Document No. 1911674, being a division of a part of the Northwest 1/4 of the Northeast 1/4 of Section 28, Town 4 North, Range 23 East, in the Village of Caledonia, Racine County, Wisconsin. EXCEPTING THEREFROM land conveyed in Quit Claim Deed recorded April 25, 2006, as Document No. 2082081.



4 MILE ROAD



**NOTE**

BEARING BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM, SOUTH ZONE.  
BASED UPON NAD 1983 / 2011

DRAWN 9-12-2022 BY SCB  
SCALE 1" = 20'  
SHEET 1 OF 1 SHEETS  
JOB NO. 2022.0183.01



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS  
1453 Horizon Blvd. Suite 200, Racine, WI 53406  
Tele: (262)634-5500 Website: [www.nmbac.net](http://www.nmbac.net)