

**RESOLUTION NO. 2022-90**  
**(09/06/2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
PUBLIC ROAD RESERVATION AGREEMENT WITH MARK & CAROLE DECHECK**

**WHEREAS**, the applicant submitted a Certified Survey Map (CSM) to the Village for consideration. The proposed CSM would create 2 lots from existing parcel 104-04-23-28-093-000.

**WHEREAS**, the Village Plan Commission on June 27, 2022, recommended conditional approval of the CSM with modifications to the Public Services Director memo. The modifications to the conditions were as follows. Modification to condition #3 that the Road Reservation Agreement is only applied to Lot 1 of the CSM and Removal of condition #5. All other conditions of approval as outlined in the June 8, 2022 memo are required.

**WHEREAS**, the Village Board on July 11, 2022, adopted Resolution 2022-72 to approve the CSM subject to the recommendation of the Plan Commission.

**WHEREAS**, as a condition of approval of the CSM, a Public Road Reservation Agreement is required to be executed by the owners. The Public Road Reservation has been drafted by the Owners Attorney and has been reviewed by the Village Attorney.

**WHEREAS**, the Owners, Mark & Carole DeCheck have executed the Public Road Reservation Agreement and have provided the Agreement to the Village.


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

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the execution of the Public Road Reservation 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 Public Road Reservation Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 6 day of September, 2022.

VILLAGE OF CALEDONIA

By:   
James R Dobbs, Village President

Attest:   
Joslyn Hoeffert, Village Clerk

## PUBLIC ROAD RESERVATION AGREEMENT

This public road reservation agreement ("Agreement"), effective as of the date last executed by either Party below, made and entered into by and between Mark DeCheck and Carole DeCheck ("Owner") and the Village of Caledonia ("Village") (collectively, "Parties").

### RECITALS

**WHEREAS**, the Village and Owner have negotiated an agreement pursuant to which Owner will divide a certain parcel (Parcel ID 51-104-04-23-28-093-000, hereafter, "Property") into two Lots, Lot 1 and Lot 2, pursuant to a Certified Survey Map, an unsigned copy of which is attached and incorporated by reference as Exhibit A; and,

**WHEREAS**, the Property, is described as:

Certified Survey Map Legal:

PART OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALEDONIA, STATE OF WISCONSIN.

**WHEREAS**, the certified survey map ("CSM") creating the Property requires Owner to grant to the Village a public road reservation over a certain portion of the northeast corner of Lot 1 of the Property ("Reservation Area"), as depicted and described as "33' Wide Road Reservation" on Exhibit A.

### AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated into this Agreement.
2. Reservation. Owner agrees to, and hereby does, reserve the Reservation Area for the possible future dedication of such area to the Village as a public road. Owner further agrees, for itself and its successors in interest in the Property, to not construct or allow the construction of any improvements within the Reservation Area without the prior written consent of the Village.
3. Dedication. Owner shall execute and deliver to the Village an enforceable dedication of public road over the Reservation Area within 10 business days of a written request therefor from the Village ("Dedication"). The Dedication shall also include the dedication of such utility, ditch, slope, or temporary construction easements

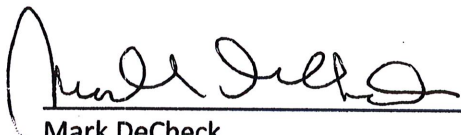
immediately adjacent to the Reservation Area as the Village may then reasonably require for the construction and improvement of a public road within the Reservation Area. If Owner fails to execute and deliver to the Village an enforceable Dedication as required by this paragraph, this Agreement itself shall constitute such a dedication upon the adoption of a resolution of the Village Board of Trustees accepting a public road and such additional easements, if any, over the Reservation Area and the recording of such resolution in the Racine County Register of Deeds Office.

4. Driveway Relocation. Owner agrees that, if and when the Village acts to dedicate and improve a public road over the Reservation Area, Owner shall, at Owner's sole cost and expense, arrange for the removal, or the removal and reconstruction, of any driveways on the Property the location or construction of which are deemed by the Village to be incompatible with the new public road. Any new driveway on the Property shall be constructed at Owner's sole cost and expense and in compliance with all applicable Village requirements, including any requirements as to the location, design, and intersection of the new driveway(s) with the new public road.
5. Acceptance or Improvement Not Required. Nothing herein is or shall be construed as an obligation on the Village to ever request or to accept dedication of a public road over the Reservation Area. The decision to request, accept, or improve a dedicated public road over the Reservation Area shall be exclusively the Village's to be exercised in its sole discretion. Moreover, the Village may, at any time and in the Village's sole discretion, opt to release this Agreement and the Reservation Area, by the adoption of a resolution of the Village Board of Trustees to that effect, which adopted resolution shall be recorded against the Property in the Racine County Register of Deeds Office.
6. Agreement Runs With The Land. This Agreement shall constitute an agreement running the land and shall be binding on Owner and on any and all of Owner's successors in interest as to the Property. Owner shall cause a copy of this Agreement to be recorded against the Property in the Racine County Register of Deeds Office and shall also provide the Village with a recorded copy thereof.
7. Ruby Avenue Extension. Should Owner of Lot 1 at any time petition or request approval of an additional land division of Lot 1 from the Village or desire to have access to public right-of-way frontage along the eastern boundary line of existing Lot 1, Owner shall deliver, upon approval by the Village, to the Village the Dedication and shall improve the public right-of-way at its expense for use as a public street in accordance with Village specifications and the Village's Code of Ordinances (the "Extension"). Owner shall have a right of reimbursement for one-half of such costs for the construction of such public street in the Extension from the owner of any benefitted parcel that has frontage on the Extension for a period of ten (10) years from date of Village acceptance of the public street. At such time as the Extension is to be constructed, the Village will seek to impose a

deferred special assessment for one half (1/2) of the cost to improve the public street in the Extension to benefitted properties plus an appropriate interest rate with payment required at the time access to such public street is requested from the Village in accordance with the Village's assessment policies, Code of Ordinances and applicable Wisconsin Statutes. When/if collected, those funds would be paid over to the Owner.

8. Disclaimers. Nothing in this Agreement does or shall be construed so as to create any partnership, joint venture, or agency relationship between the Village and Owner. Unless and until the Reservation Area is dedicated to and accepted by the Village, such area shall be owned and shall be maintained by Owner and by its successors in interest in the Property.

OWNER:

  
\_\_\_\_\_  
Mark DeCheck  
Owner

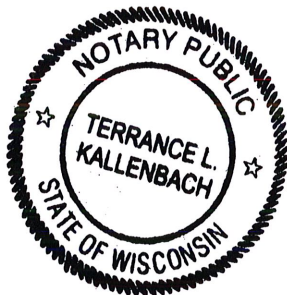
  
\_\_\_\_\_  
Carole DeCheck  
Owner

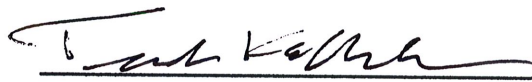
Date: 8/23/22

Date: 8/23/22

STATE OF WISCONSIN     )  
                                          ) SS:  
COUNTY OF RACINE     )

Personally came before me this 23<sup>rd</sup> day of August, 2022, the above-named Mark DeCheck and Carole DeCheck, to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.



  
\_\_\_\_\_  
Notary Public, Racine County, Wisconsin  
My Commission is Permanent.

VILLAGE:  
Village of Caledonia

By: James Dobbs  
James Dobbs  
Village President

Date: 9/6/22

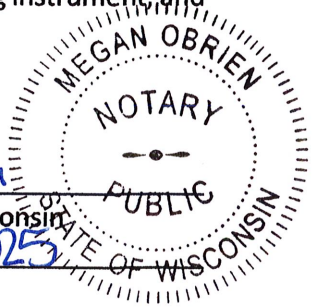
Attest: Joslyn Hoeffert  
Joslyn Hoeffert  
Village Clerk

Date: 9/6/22

STATE OF WISCONSIN     )  
                                          ) SS:  
COUNTY OF RACINE     )

Personally came before me this 6 day of September, 2022, the above-named James Dobbs and Joslyn Hoeffert, Village President and Village Clerk, respectively, for 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.

Megan O'Brien  
Notary Public, Racine County, Wisconsin  
My Commission: 07-12-2025



This instrument drafted by:  
Atty. Terrance L. Kallenbach  
State Bar No. 1001397  
BJELAJAC & KALLENBACH  
Post Office Box 38  
Racine, Wisconsin 53401-0038

Return to:  
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Racine, Wisconsin 53401-0038