

**RESOLUTION NO. 2022-98  
(9-19-2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
DEPOSIT AGREEMENT WITH RUBEN GONZALEZ AND JENNIFER LEIN –  
7295 7 MILE ROAD**

**WHEREAS**, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and a Pond Construction Plan for Ruben Gonzalez and Jennifer Lein for the construction of a pond and a single-family home located at 7295 7 Mile Road. To guarantee the completion and construction of the pond, in conformity with the approved Plans and Specifications, the Owner is required to enter into a Deposit Agreement prior to the construction of the pond. The Deposit Agreement is to be entered into by the Owner, the Caledonia Utility District, and the Village of Caledonia; and

**WHEREAS**, the Owners, Ruben Gonzalez and Jennifer Lein have executed said Deposit Agreement and have made the required deposit with the Village of Caledonia on August 30, 2022; and

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Deposit Agreement at their September 7, 2022 meeting; and

**WHEREAS**, the President and Clerk of the Village need to execute the Deposit Agreement.

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

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

VILLAGE OF CALEDONIA

By:   
James R Dobbs, Village President

Attest:   
Joslyn Hoeffert, Village Clerk

## DEPOSIT AGREEMENT

This Deposit Agreement (referred to as the "Agreement") is made the 30<sup>th</sup> day of August, 2022, by and between **Ruben Gonzalez** and **Jennifer Lein**, both unmarried, residing at 1501 5 Mile Road Racine, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as "Caledonia".

### 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 Warranty Deed recorded at the Racine County Register of Deeds as Document Number 2588630 and attached hereto 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 Caledonia of Owner's desired improvement of the Property, Owner is constructing, at its own cost and expense, a storm water pond, that will serve as a part of the storm water drainage facilities on the Property. Said storm water drainage facilities are referred to in this Agreement as the "Drainage Facilities".

C. Owner has provided Caledonia with a Storm Water Management Plan dated April 12, 2022 prepared by Nielsen Madsen + Barber, S.C. and the Plat of Survey for Parcel #2 of CSM #2893, dated June 27, 2022, prepared by J.K.R. Surveying Inc. for the Drainage Facilities to be constructed on the Property (referred to in this Agreement as the "Plan"). The areas of the Owner's Property affected by the Drainage Facilities are described in attached Exhibit B, and include a storm water pond. Caledonia has approved the Plan (in accordance with recommendations of Public Services Director, Anthony A. Bunkelman P.E.).

D. Because Caledonia has made a determination that it is important that the Plan and Drainage Facilities be constructed at the Property in a timely manner in order to lessen the impact of the Owner's desired improvement of the Property on other property owners in the Village of Caledonia, the approval by Caledonia of the Owner's desired improvement of the Property was conditioned upon:

(1) Owner completing construction of the Plan and Drainage Facilities, in conformity with the Plan, within 1 year or by September 15, 2023, subject to an extension in the event of force majeure as defined below (the "Completion Date"); and

(2) Owner entering into an agreement with Caledonia requiring Owner to deposit the sum of \$10,000.00 with Caledonia in order to guarantee the completion of construction by Owner of the Plan and Drainage Facilities, in conformity with the Plan, prior to the Completion Date. Owner is required to enter into said agreement prior to commencement of construction of the Plan and Drainage Facilities.

E. Owner has indicated that it agrees to all of Caledonia's conditions of approval for the Owner's desired development of 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. The recitals set forth above are hereby incorporated herein as part of the agreement of the parties.

2. Owner shall deposit the sum of \$10,000.00 (referred to in this Agreement as the "Deposit") with Caledonia on or before September 15, 2022. Caledonia is not required to set up a separate account for the Deposit and may commingle the Deposit with its other funds.

3. Owner agrees that prior to the Completion Date, it will:

(a) Complete the construction of the Plan and Drainage Facilities in conformity with the Plan;

(b) Provide Caledonia with as-built drawings of the Plan and Drainage Facilities that are stamped by a registered engineer and indicate that the Drainage Facilities were constructed in conformity with the Plan. Caledonia shall review the as-built drawings to confirm conformity with the Plan; and

(c) Pay for any direct damage caused to Village of Caledonia roads and rights-of-way and any other property of Caledonia on the Property as a result of said construction.

The Owner's agreement to complete construction of the Plan and Drainage Facilities as described above in Section 3(a), provide as-built drawings as described above in Section 3(b) and pay for any damage as described above in Section 3(c) are collectively referred to as the "Owner's Obligations".

4. The Completion Date shall be extended if an event of force majeure occurs. As used herein, the term "force majeure" shall mean an event that causes Owner to be delayed in completing construction of the Pond and Drainage Facilities by reason of the inability to procure materials, failure of power, riots, insurrection, war or other reason of a like nature not the fault of the Owner. If an event of force majeure occurs, then the Completion Date shall be extended for the period of the delay. Owner shall give Caledonia written notice as soon as possible of its claim of right to such extension and the reasons therefor.

5. Owner shall provide Caledonia with a written notice of completion after Owner believes that it has completed Owner's Obligations. Caledonia shall make a determination as to whether Owner has completed Owner's Obligations within thirty (30) days after Caledonia's receipt of said notice.

(a) If Caledonia determines that Owner has completed Owner's Obligations, Caledonia shall return the Deposit to Owner within ten (10) days after the making of said determination.

(b) If Caledonia determines that Owner has not completed the Owner's Obligations, Caledonia shall provide a written notice to Owner specifying which of Owner's Obligations have not been completed.

Owner shall thereafter have a cure period of forty-five (45) days from the date of said notice to complete Owner's Obligations and provide Caledonia with a notice of such completion. Caledonia shall make another determination as to whether Owner has completed Owner's obligations within thirty (30) days after Caledonia's receipt of said notice.

(a) If Caledonia determines that Owner has completed Owner's Obligations, Caledonia shall return the Deposit to Owner within ten (10) days after the making of said determination.

(b) If Caledonia determines that Owner has not completed Owner's Obligations, Caledonia shall provide written notice of said determination to Owner, and the Deposit shall be retained by Caledonia and paid to and kept by Caledonia as compensation for Owner's failure to complete Owner's Obligations as required herein, and as reimbursement for any expense incurred by Caledonia because of Owner's failure to complete Owner's Obligations as required herein. Accordingly, Owner shall not have any right to the Deposit if it fails to complete Owner's Obligations as required herein. Caledonia's retention of the Deposit shall not: (i) release Owner of its obligations to complete Owner's Obligations, or (ii) be in lieu of, or foreclose, any other rights or remedies that Caledonia may have in law or equity regarding Owner's failure to complete Owner's Obligations as required herein, it being the intent of the parties that Caledonia shall continue to possess all such rights and remedies in addition to retaining the Deposit.

6. All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address indicated below, or (b) three (3) business days after mailed via certified mail, return receipt requested, addressed to such party at the address set forth below (unless changed by similar notice in writing given by the party whose address is to be changed).

Ruben Gonzalez  
Jennifer Lein  
1501 5 Mile Road  
Racine, Wisconsin 53402

Village of Caledonia, Wisconsin  
Village of Caledonia Utility District  
5043 Chester Lane  
Racine, Wisconsin 53402

7. This Agreement may not be altered, changed or amended except by an instrument in writing signed by the parties.



VILLAGE OF CALEDONIA

BY: James R. Dobbs  
James R. Dobbs, President

ATTEST: Joslyn Hoeffert  
Joslyn Hoeffert, Clerk

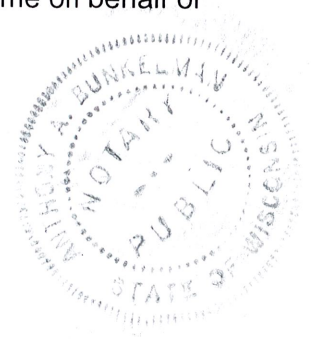
STATE OF WISCONSIN )  
 ) SS  
COUNTY OF RACINE )

Personally came before me this 19<sup>th</sup> day of September 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.

Anthony Bunkelman  
Notary Public, Racine County, WI

Anthony A. Bunkelman

My Commission expires: July 26, 2023



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 September 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



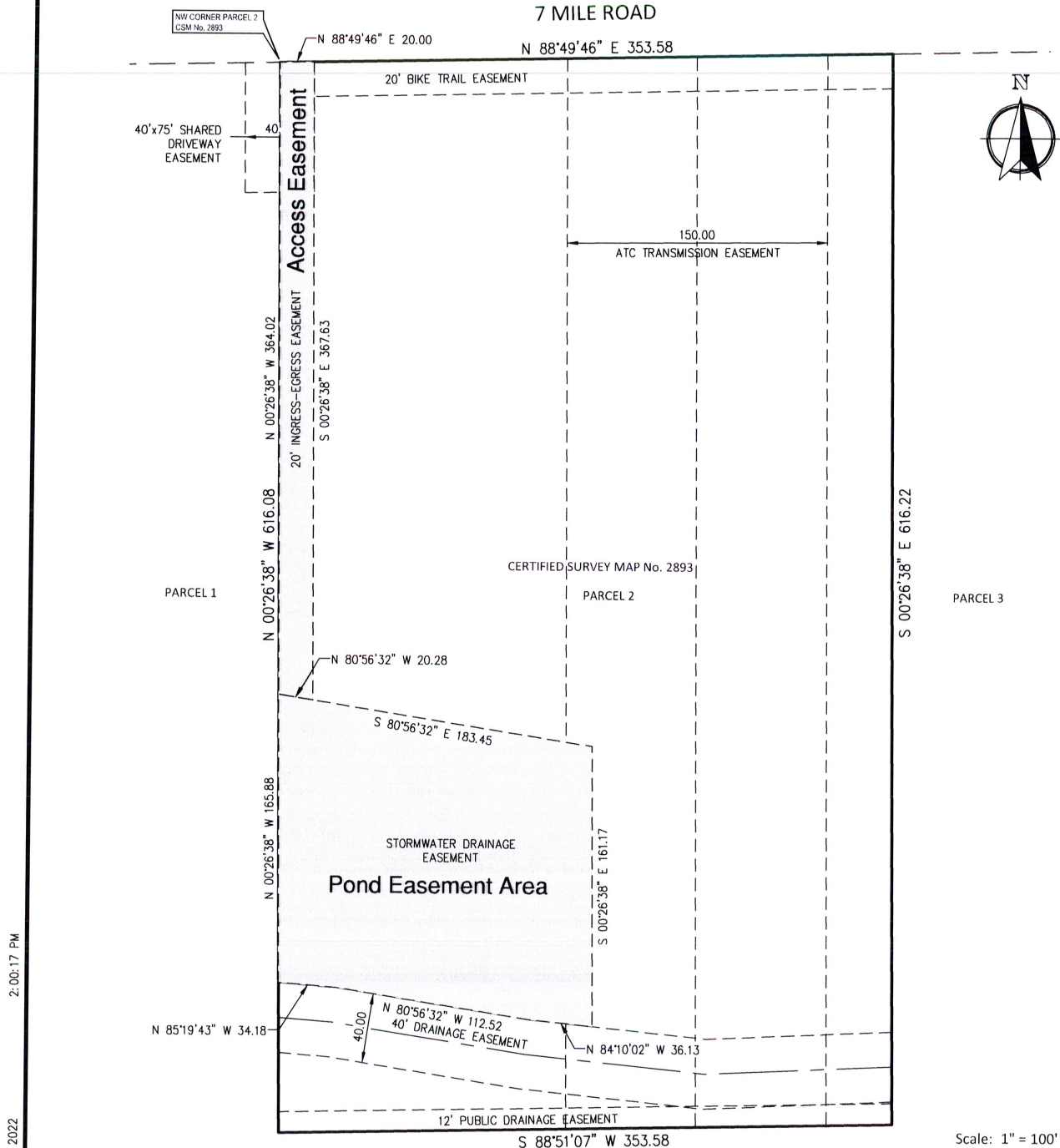
EXHIBIT B

20' WIDE ACCESS EASEMENT:

That part of Parcel 2 of Certified Survey Map No. 2893 (CSM 2893), recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 28, 2008 in Volume 9 of Certified Survey maps, Page 310, as Document No. 2161667 and being part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 4 North, Range 22 East described as follows: Begin at the Northwest corner of Parcel 2 of said CSM 2893 and a point on the South line of 7 Mile Road; run thence N88°49'46"E 20.00 feet along the North line of said Parcel 2 and the South line of said 7 Mile Road; thence S00°26'38"E 367.63 feet parallel to the West line of said Parcel 2; thence N80°56'32"W 20.28 feet to a point on the West line of said Parcel 2; thence N00°26'38"W 364.02 feet along said West line to the Northwest corner of said Parcel 2, the South line of said 7 Mile Road and the point of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin. Containing 7,317 s.f.

STORM WATER DRAINAGE EASEMENT:

That part of Parcel 2 of Certified Survey Map No. 2893 (CSM 2893), recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 28, 2008 in Volume 9 of Certified Survey maps, Page 310, as Document No. 2161667 and being part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 4 North, Range 22 East described as follows: Commence at the Northwest corner of Parcel 2 of said CSM 2893 and a point on the South line of 7 Mile Road; thence S00°26'38"E 364.02 feet along the West line of said Parcel 2 to the point of beginning of this description; run thence S80°56'32"E 183.45 feet; thence S00°26'38"E 161.17 feet parallel to the West line of said Parcel 2 to the North line of an existing 40' Drainage Easement; thence N84°10'02"W 36.13 feet along said North line; thence N80°56'32"W 112.52 feet along said North line; thence N85°19'43"W 34.18 feet along said North line to a point on the West line of said Parcel 2; thence N00°26'38"W 165.88 feet along said West line to the point of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin. Containing 29,543 s.f.



2:00:17 PM

Thursday, May 12, 2022



Nielsen Madsen + Barber  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
 Tele: (262)634-5588 Website: www.nmbasc.net

Scale: 1" = 100'  
 Drawn By: SCB  
 DATE: 5-12-2022  
 2021.0301.01  
 Storm Water Drainage and Access Easement Exhibit  
 Ruben Gonzalez and Jennifer Lein  
 Caledonia, Wisconsin



VILLAGE OF CALEDONIA  
5043 CHESTER LANE  
RACINE WI 53402

262-835-4451

Receipt No: 7.000516

Jun 30, 2022

EILERS, JOHN

Previous Balance:	.00
CHARGES TO THE PUBLIC - STORM WATER DEPOSIT	10,000.00
EILERS/JENNIFER LEIN - 7295 - 7 MILE ROAD	
PARCEL ID#104042211012020	

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Total:	10,000.00
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CHECKS	Check No: 13943	10,000.00
Payor: EILERS, JOHN		

Total Applied:	10,000.00
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Change Tendered:	.00
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06/30/2022 3:23 PM