

**RESOLUTION NO. 2022-99
(9-19-2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
STORMWATER EASEMENT 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. As a condition of approval of the Storm Water Management Plan and Pond Construction Plan, a Stormwater Easement Agreement is required to be granted over the pond.

WHEREAS, the Owners, Ruben Gonzalez and Jennifer Lein have 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 September 7, 2022 meeting.

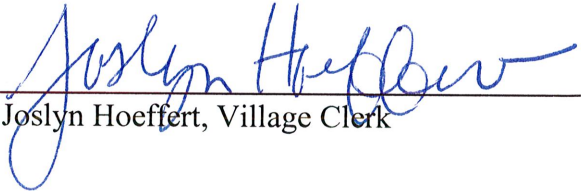
WHEREAS, the President and Clerk of the Village need to execute the Stormwater Easement Agreement in order to allow it to be recorded.

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 September, 2022.

VILLAGE OF CALEDONIA

By: 
James R Dobbs, Village President

Attest: 
Joslyn Hoeffert, Village Clerk

Document Number

**Storm Water Drainage Easement
Agreement:
Ruben Gonzalez & Jennifer Lein**

Name and Return Address

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

104-04-22-11-012-020

Parcel Identification Number (PIN)

STORM WATER DRAINAGE EASEMENT AGREEMENT:
RUBEN GONZALEZ and JENNIFER LEIN

This Storm Water Drainage Easement Agreement (“Agreement”) is made the 30th 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 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 Warranty Deed recorded at the Racine County Register of Deeds as Document Number 2588630 and 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 of the improvement of the Property, the Owner is constructing, at their own cost and expense, a storm water pond, that will serve as a part of the storm water drainage facilities on the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water pond is referred to in this Agreement as the “Retention Pond”. 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 Retention Pond and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the “Pond Easement Area”. The location of the Pond 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 easement over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the “Access Easement”, as may be necessary for the Grantees to exercise their rights under this Agreement. The location of the Access Easement with respect to the Property is as shown and described in Exhibit B.

E. As used in this Agreement, the term “Drainage Facilities” shall mean the Retention Pond, Access Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Pond Easement Area and/or other areas of the Property 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 waters 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 Retention Pond and Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Retention Pond and 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 Retention Pond and Drainage Facilities, so that the Retention Pond and 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 Retention Pond and Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Retention Pond and 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 Retention Pond and Drainage Facilities from becoming a nuisance.

2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace Retention Pond and 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 Retention Pond and 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 Retention Pond or Drainage Facilities. The Owner shall not make or construct any alteration or change of the Retention Pond or Drainage Facilities, including, without limitation, any alteration or change in the size, shape, capacity, rate of inflow or rate of outflow of the Retention Pond or 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 the Pond Easement Area, 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 Retention Pond, and any other 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, a permanent easement and right-of-way over the Property, to and from Seven Mile Road and the Pond 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 Pond Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Pond 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 Pond Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Pond Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area, or (ii) ingress and egress to the Pond Easement Area and Seven Mile Road.
- (b) Remove any fences, structures or improvements located within the Pond 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 Pond Easement Area, or (ii) maintain ingress and egress to the Pond Easement Area and Seven 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 Pond Easement Area without the written consent of the Grantees; and

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

(c) Owner shall perform the other drainage work in the manner described in attached Exhibit B.

(d) Owner shall comply with (i) the provisions and requirements of the Storm Water Management Plan for the Property, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped April 12, 2022 and the Plat of Survey for Parcel #2 of CSM

#2893, prepared by J.K.R. Surveying, INC, dated June 27, 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 Pond Easement Area or (ii) ingress and egress to the Pond 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]
Ruben Gonzalez

BY: [Signature]
Jennifer Lein

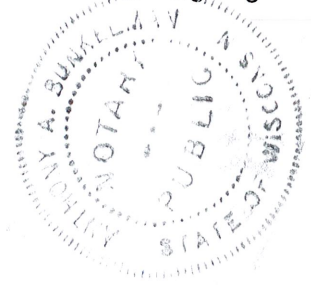
STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 30 day of August 2022, the above-named **Ruben Gonzalez** and **Jennifer Lein**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

[Signature]
Notary Public, State of Wisconsin

Anthony A. Bunkelman

My Commission expires: July 26, 2023



VILLAGE OF CALEDONIA

BY: [Signature]
James R. Dobbs, President

ATTEST: [Signature]
Joslyn Hoeffert, Clerk

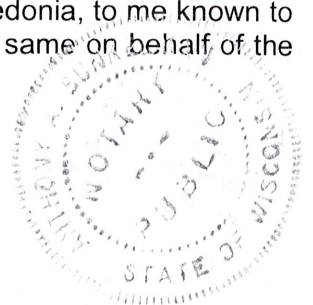
STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 19th 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.

[Signature]
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 7th 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

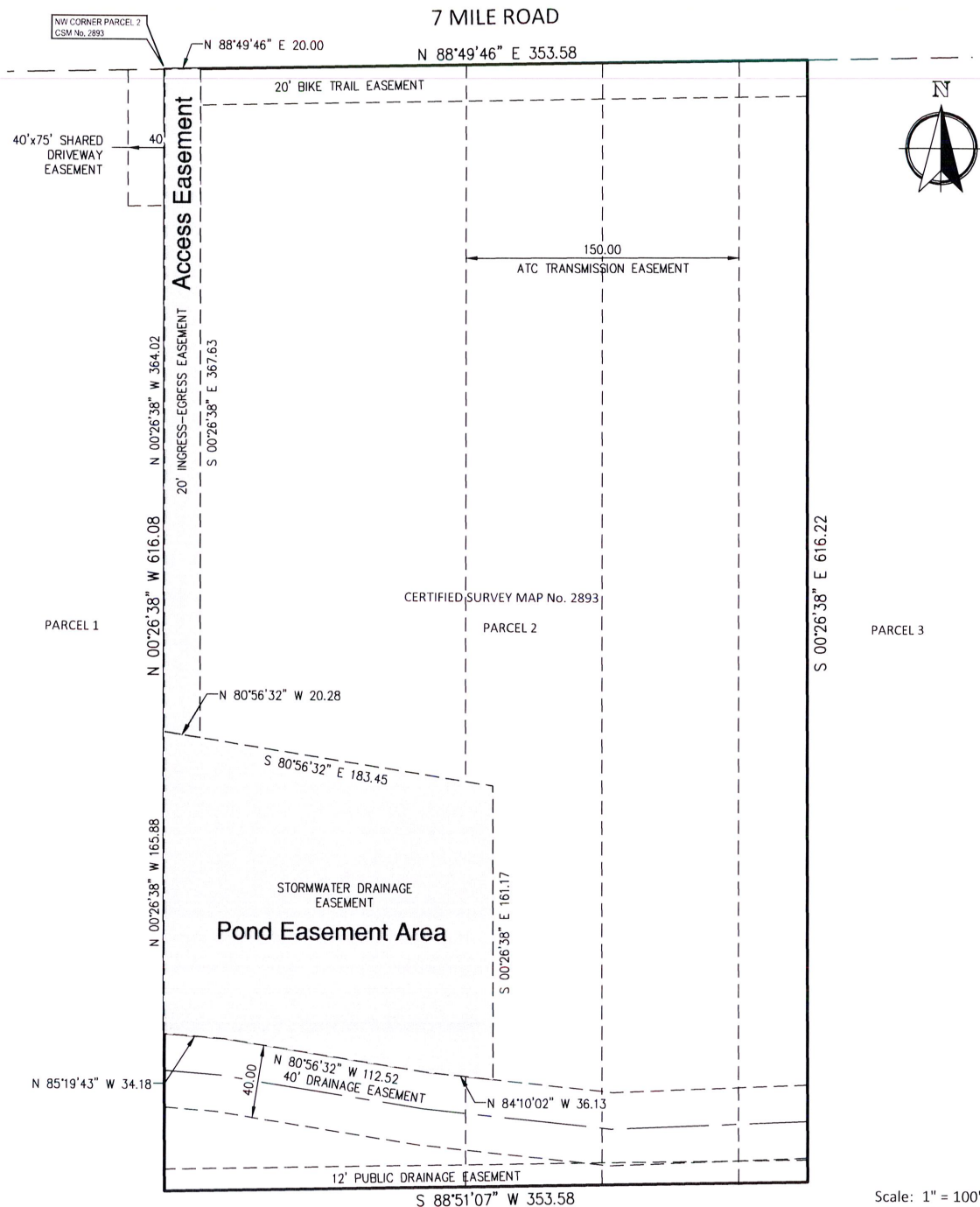
EXHIBIT B

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.nmbnc.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

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