

**RESOLUTION NO. 2023-73
(7-11-2023)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
DEPOSIT AGREEMENT WITH ROBIN L. & RAULPH J. VALLIN –
7431 5 MILE ROAD**

WHEREAS, the Caledonia Utility District conditionally approved a Storm Water Management Plan and a Site Grading Plan for the Brown CSM, which is located at the Southeast corner of State Truck Highway 38 and 5 Mile Road. At the time of development of the lots within the CSM, a Deposit Agreement is required for each lot to ensure the completion and construction of the storm water pond on the lot, in conformity with the approved Plans and Specifications.

WHEREAS, the Deposit Agreement is to be entered into by the Owners, the Caledonia Utility District, and the Village of Caledonia.

WHEREAS, the Owners, Robin L. & Raulph J. Vallin have executed said Deposit Agreement and have made the required deposit with the Village of Caledonia on June 27, 2023.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Deposit Agreement at their July 5, 2023 meeting.

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 11 day of July, 2023.

VILLAGE OF CALEDONIA

By: 
Thomas Weatherston, Village President

Attest: 
Joslyn Hoeffert, Village Clerk

DEPOSIT AGREEMENT

This Deposit Agreement (referred to as the "Agreement") is made the 27 day of June, 2023, by and between **ROBIN L. & RAULPH J VALLIN**, being husband and wife, residing at 1537 South Street 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 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 for the Property, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped October 16, 2019, Construction Plans, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped October 16, 2019, and an Individual Site Grading Plan, prepared by Nielsen Madsen + Barber S.C., dated and Land Surveyor Stamped May 19, 2023, 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 July 31, 2024, 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 June 30, 2023. 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 professional 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).

Robin L. & Raulph J. Vallin
1537 South Street
Racine, WI 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.

8. The time of the performance of all the terms, conditions and covenants of this Agreement is of the essence.

9. This Agreement shall be governed, controlled, and construed by and under the laws of the State of Wisconsin. Venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

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

OWNER:

BY: *Robin Vallin*
ROBIN L. VALLIN

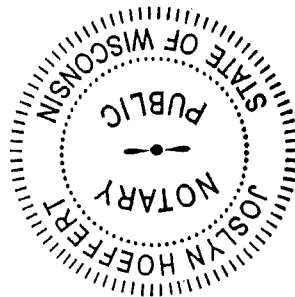
BY: *Raulph Vallin*
RAULPH J. VALLIN

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 27 day of JUNE 2023, the above-named **ROBIN L & RAULPH J. VALLIN**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

Joselyn Hoeffert
Notary Public, State of Wisconsin
JOSLYN HOFFERT

My Commission expires: 12/13/25



VILLAGE OF CALEDONIA

BY: _____
Thomas Weatherston, President

ATTEST: _____
Joslyn Hoeffert, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2023, the above-named **Thomas Weatherston, 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.

Notary Public, Racine County, WI

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: Howard Stacey
Howard Stacey, President

ATTEST: Robert Kaplan
Robert Kaplan, Secretary

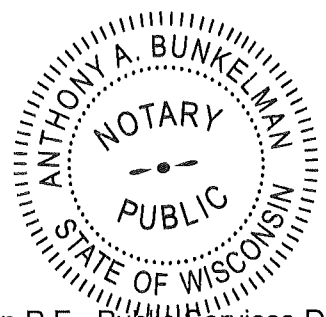
STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 5th day of July 2023, the above-named, **Howard Stacey, President** and **Robert Kaplan, 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, 2027



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

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between JUSTIN BROWN

("Grantor," whether one or more),
and RAULPH J. VALLIN and ROBIN L. VALLIN, husband and wife, as
survivorship marital property

("Grantee," whether one or more).
Grantor, for a valuable consideration, conveys to Grantee the following described real
estate, together with the rents, profits, fixtures and other appurtenant interests, in
Racine County, State of Wisconsin ("Property") (if more space is
needed, please attach addendum):

Lot 1 of Certified Survey Map No. 3423, recorded as Document No. 2572638, being
part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 23, Town
4 North, Range 22 East. Said land being in the Village of Caledonia, County of
Racine, and State of Wisconsin.

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Transfer Fee: \$420.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Fidelity Title Inc.
Pages: 1

Recording Area

Name and Return Address

FIDELITY TITLE INC.
101 E. WASHINGTON ST.
BURLINGTON, WI 53105

104-04-22-23-025-010

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and public or private rights, if any, in such portion of the premises described herein as may be used; and general taxes levied in the current year.

Dated April 11, 2022

(SEAL) *Justin Brown* _____ (SEAL)
* _____ *
* _____ *
_____ (SEAL) _____ (SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

STATE OF WISCONSIN)
RACINE COUNTY) ss.

* Personally came before me on April 11, 2022,
the above-named Justin Brown
(If not, _____
authorized by Wis. Stat. § 706.06) me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Michael J. Kelly
Attorney at Law

Lea C. Vos
* Lea C. Vos
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 3/5/25)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

84071

30-4

CERTIFIED SURVEY MAP NO. 3423

PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.



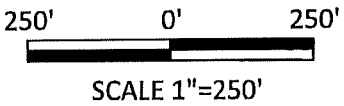
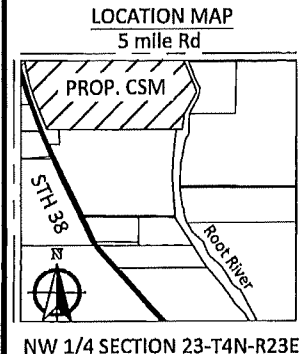
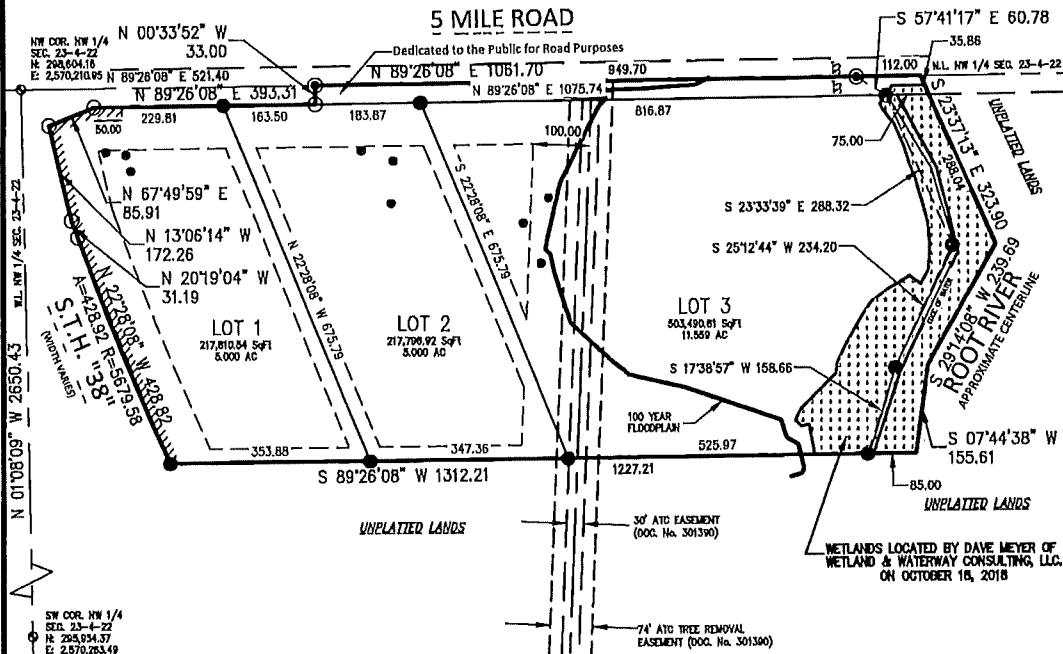
Document # 2572638
RACINE COUNTY REGISTER OF DEEDS
November 23, 2020 1:56 PM

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

Pages: 4

RECORDING DATA



Mark R. Madsen
12-5-19

NOTES:
ZONING OF PARCELS IS : A-2
OWNER/LAND SPLITTER: JUSTIN BROWN
ADDRESS: 4215 ERIE STREET, RACINE, WI. 53402
ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.
BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON NAD 1927. THE NORTH LINE OF SECTION 23-T4N-R23E IS ASSUMED TO BEAR N 89°26'08" E.

- LEGEND:**
- 1" O.D. IRON PIPE FOUND
 - 5/8" O.D. REBAR - 1.68LBS/LIN FT. SET
 - ⊙ 6" CONC. MON. W / SEWRPC BRASS CAP FOUND
 - ⊗ SOIL BORING
 - //// NO VEHICULAR ACCESS

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

2018.0256.02.DWG
SHEET 1 OF 4 SHEETS

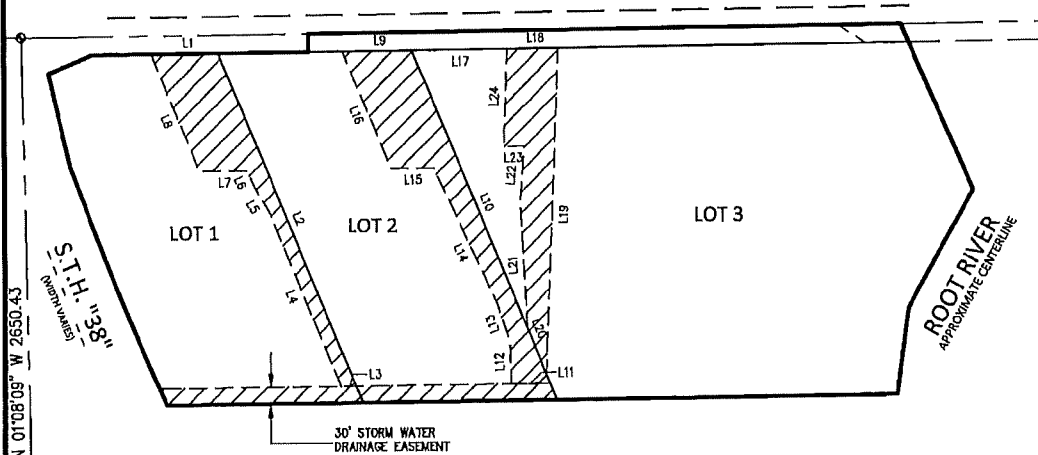
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STORM WATER DRAINAGE EASEMENTS



5 MILE ROAD



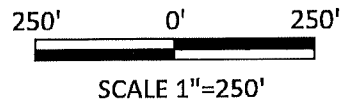
Line #	Length	Direction
L1	121.63	N89° 28' 08"E
L2	643.45	S22° 28' 08"E
L3	21.56	S89° 26' 08"W
L4	332.54	N22° 28' 08"W
L5	54.72	N30° 08' 37"W
L6	33.60	N24° 06' 44"W
L7	65.78	S89° 27' 24"W
L8	226.30	N22° 28' 08"W

Line #	Length	Direction
L9	124.02	N89° 28' 08"E
L10	643.45	S22° 28' 08"E
L11	70.58	S89° 26' 08"W
L12	75.37	N01° 28' 44"W
L13	72.39	N18° 10' 14"W
L14	266.80	N25° 04' 38"W
L15	75.31	S89° 26' 08"W
L16	226.42	N22° 28' 08"W

Line #	Length	Direction
L17	170.64	N89° 28' 08"E
L18	92.06	N89° 26' 08"E
L19	581.94	S02° 17' 35"W
L20	89.40	N22° 28' 08"W
L21	224.30	N03° 07' 26"W
L22	100.56	N04° 17' 21"E
L23	36.90	S89° 26' 08"W
L24	174.11	N02° 17' 48"E



Mark R. Madsen
12-5-19



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

2018.0256.02.DWG
SHEET 2 OF 4 SHEETS

CERTIFIED SURVEY MAP NO. 3423

PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of Justin Brown, Owner; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northwest 1/4 & Northeast 1/4 of the Northwest 1/4, Section 23, Township 4 North, Range 22 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said Section 23; run thence N89°26'08"E, 521.40 feet along the North line of the Northwest 1/4 of said Section 23 to the point of beginning of this description; continue thence N89°26'08"E, 949.70 feet along the North line of the Northwest 1/4 of said Section 23 to a meander corner located S89°26'08"W, 112.00 feet from the approximate centerline of the Root River; thence S57°41'17"E, 60.78 feet along said meander line to a point on the Southerly right-of-way line of 5 Mile Road; thence S23°33'39"E, 288.32 feet along said meander line; thence S25°12'44"W 234.20 feet along said meander line; thence S17°38'57"W, 158.66 feet along said meander line to a meander corner located S89°26'08"W, 85.00 feet from the approximate centerline of the Root River; thence S89°26'08"W, 1227.21 feet parallel with the North line of the Northwest 1/4 of said Section 23 to a point on the Easterly right-of-way line of State Trunk Highway "38" (S.T.H. "38") and a point on a curve to the right having a Westerly convexity, a radius of 5679.58 feet and a chord bearing and distance of N22°28'08"W, 428.82 feet; thence Northwesterly 428.92 feet along the arc of said curve and along the Easterly right-of-way line of said S.T.H. "38"; thence N20°19'04"W, 31.19 feet along the Easterly right-of-way line of said S.T.H. "38"; thence N13°06'14"W, 172.26 feet along the Easterly right-of-way line of said S.T.H. "38" to a point on the Southerly right-of-way line of said 5 Mile Road; thence N67°49'59"E, 85.91 feet along the Southerly right-of-way line of said 5 Mile Road; thence N89°26'08"E, 393.31 feet parallel with the North line of the Northwest 1/4 of said Section 23 and along the Southerly right-of-way line of said 5 Mile Road; thence N00°33'52"W, 33.00 feet along the Southerly right-of-way line of said 5 Mile Road to the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin. Containing 974,365 square feet or 22.368 acres more or less to the Centerline of the Root River. (Containing 905,046 square feet or 20.777 acres more or less to the edge of water of the Root River and excluding the road right-of-way.).

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and Title 14 of the Code of General Ordinances for the Village of Caledonia. THAT such map is a true representation of all exterior boundaries of the land surveyed and the land division thereof made;

December 05, 2019



Mark R. Madsen, P.E., P.L.S. (S-2271)
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd. Suite 200
Racine, WI 53406
(262)634-5588



Nielsen Madsen & Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbasc.net

This Instrument was drafted by Mark R. Madsen September 30, 2019 Revised December 05, 2019

2018.0256.02.DWG
SHEET 3 OF 4 SHEETS

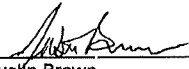
CERTIFIED SURVEY MAP NO. 3423

PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

OWNERS' CERTIFICATE

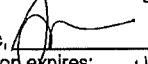
I Justin Brown as Owner hereby certify that I have caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I also do further certify that this Certified Survey Map is required to be submitted to the the following for approval or objection: Village Board of the Village of Caledonia.

IN WITNESS WHEREOF the said Justin Brown has caused these presents to be signed as Owner at CALEDONIA Wisconsin on this 28th day of November, ~~2019~~ 2020


Justin Brown
2639 89th Street
Kenosha, WI 53143

STATE OF WISCONSIN)
COUNTY OF Racine)

Personally came before me this 28th day of November, ~~2019~~ 2020, Justin Brown, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing.

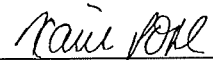
Notary Public,  JUSTIN HOFFERT
My commission expires: 11/21/21

VILLAGE CERTIFICATE


APPROVED as a Certified Survey Map this 3rd day of December, 2019.

FROM ALL OF
104-04-22-23-025-000

TO
LOT 1 104-04-22-23-025-010
LOT 2 104-04-22-23-025-020
LOT 3 104-04-22-23-025-030


Karie Pope, Clerk
VILLAGE OF CALEDONIA




12-5-19



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