

RESOLUTION NO. 2024-024

(2-13-2024)

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
STORMWATER POND EASEMENT AGREEMENT WITH
TI INVESTORS OF CALEDONIA LLC**

WHEREAS, the Caledonia Utility District has conditionally approved a Storm Water Management Plan, Mass Grading Plan, and a Site Grading Plan for TI Investors of Caledonia LLC for the construction of the Caledonia Corporate Park. As a condition of approval of the Storm Water Management Plan, Mass Grading Plan and the Site Grading Plan, Stormwater Pond Easements are required to be granted over the 4 Stormwater Ponds.

WHEREAS, the Owner, TI Investors of Caledonia LLC has constructed the 4 Stormwater Ponds according to the Plans & Specifications and has provided as-builts of the Stormwater Ponds.

WHEREAS, the Owner, TI Investors of Caledonia LLC has executed said Stormwater Pond Easement Agreement.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Stormwater Pond Easement Agreement at their February 7, 2024 meeting.

WHEREAS, the President and Clerk of the Village need to execute the Stormwater Pond 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 Pond 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 Pond Easement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 13 day of February, 2024.

VILLAGE OF CALEDONIA

By: Thomas R. Weatherston
Thomas Weatherston, Village President

Attest: Jennifer Olsen
Jennifer Olsen, Village Clerk

STORMWATER POND EASEMENT AGREEMENT
TI INVESTORS OF CALEDONIA LLC

This Stormwater Pond Easement Agreement ("Agreement") is made the 29th day of January, 2024, by and between **TI INVESTORS OF CALEDONIA LLC**, a Wisconsin limited liability company with offices located at 710 N. Plankinton Avenue, Suite 1200, Milwaukee, Wisconsin 53203, referred to in this Agreement as the "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, described as Lot 3 in Certified Survey Map No. 3552, of record in the Office of the Register of Deeds for Racine County, Wisconsin, as Document No. 2653548 and having Tax Parcel Number 51-104-04-22-30-038-030 and Outlot 1 in Certified Survey Map No. 3552, of record in the Office of the Register of Deeds for Racine County, Wisconsin, as Document No. 2653548 and having Tax Parcel Number 51-104-04-22-30-038-011. Said real property is referred to in this Agreement as the "Property". A copy of Certified Survey Map No. 3552 ("CSM 3552") is attached hereto as EXHIBIT A.

B. As a part of the approval by the Grantees of the development of the Property, the Grantees have required the Owner to construct, at Owner's own cost and expense, a stormwater drainage plan for the Property as described and prepared by Pinnacle Engineering Group, dated and Professional Engineer Stamped August 1, 2022 and Onsite Civil Engineering Infrastructure Plans (Mass Grading Plans) for the Property, prepared by Pinnacle Engineering Group, dated and Professional Engineer Stamped August 4, 2022 as may be approved and/or amended from time to time by the Grantees, attached hereto EXHIBIT B and incorporated herein (the "Plan"). Said Plan includes, in part, the construction of the Four (4) Stormwater Retention Ponds (collectively, the "Ponds", in singular tense, the "Pond") described therein and herein. The Grantees have further required as part of said approval that the Owner enter into this Agreement with the Grantees, setting forth the Owner's responsibility to maintain the Plan and provide the Grantees with access to the easement areas described below.

C. The Grantees have requested that the Owner grant a non-exclusive permanent easement (referred to in this Agreement as the "Stormwater Pond Easement"), as may be necessary for the Grantees to exercise their rights under this Agreement, over that portion of the Property shown and described in attached EXHIBIT C as the "Stormwater Pond A Easement Area"; the "Stormwater Pond B Easement Area"; the "Stormwater Pond C Easement Area"; and the "Stormwater Pond D Easement Area", (hereinafter collectively referred to as the "Stormwater Pond Easement Areas").

D. As used in this Agreement, the term "Drainage Facilities" shall mean the Plan, the Stormwater Pond Easement Areas, and the drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Stormwater Pond Easement Areas 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 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, all in conformity with this Agreement and the Ordinances of the Village of Caledonia and any recorded 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 the Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Stormwater Pond Easement Areas 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 (10) 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 required by this Agreement and 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 Stormwater Pond Easement Areas immediately and perform said emergency action. The Owner shall reimburse Grantees for all reasonable and actual 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 parcels within 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 to the Drainage Facilities. The Owner shall not make or construct any alteration or change to the Drainage Facilities or within the Stormwater Pond Easement Areas, including, without limitation, any alteration or change in the 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 successors and assigns, 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 (but excepting therefrom any liability which arises as a result of the negligence or intentional acts of Grantee), 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 Stormwater 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 Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-

licensed insurance carrier, that (i) has coverage and policy limits typical and in keeping with industry standards, and (ii) has the Grantees named as additional insureds, to insure Grantees against the liability stated in paragraph 4 above. Such insurance shall be kept and maintained by the Owner or its successors 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 easement rights described herein, over, across, under and through the Stormwater Pond Easement Areas, 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 (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Drainage Facilities, to the from such locations and to the extent set forth in the Plan.

7. Further Owner Requirements.

- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Stormwater Pond Easement Areas, without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Stormwater Pond Easement Areas will not be altered without the written consent of the Grantees.

8. Repair and Restoration of the Property. The Grantees shall reasonably repair any damage to the Property caused by the Grantees and restore the surface of the Property disturbed by the Grantees': (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities or (ii) ingress and egress through the Stormwater Pond Easement Areas. 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.

9. 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.

10. 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.

11. 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 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.

12. 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.

SIGNATURE PAGES TO FOLLOW

**OWNER: TI Investors of Caledonia LLC,
Towne Realty, Inc, Manager**

BY: *Susan K. Laabs*
Susan K. Laabs, Vice President

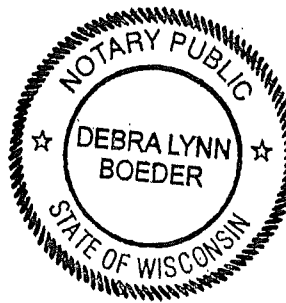
STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 29th day of January 2024, the above-named **Susan K Laabs, Vice President**, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

Debra Lynn Boeder
Notary Public, State of Wisconsin

Debra Lynn Boeder

My Commission expires: 03/05/2025



VILLAGE OF CALEDONIA

BY: *Thomas Weatherston*
Thomas Weatherston, President

ATTEST: *Jennifer Olsen*
Jennifer Olsen, Clerk

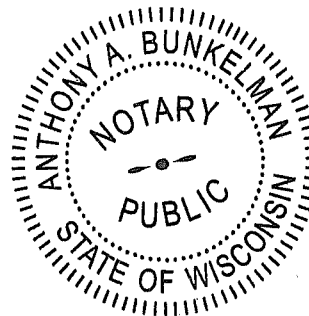
STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 13th day of February 2024, the above-named **Thomas Weatherston, President** and **Jennifer Olsen, 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 A. Bunkelman
Notary Public, Racine County, WI

Anthony A. Bunkelman

My Commission expires: July 26, 2027



VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: _____
Howard Stacey, President

ATTEST: _____
Robert Kaplan, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2024, 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.

Notary Public, State of Wisconsin

My Commission expires: _____

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

MAP #3552

CERTIFIED SURVEY
MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and
Northwest 1/4 of the Southwest 1/4 of Section 30,
Township 4 North, Range 22 East, Village of Caledonia,
Racine County, Wisconsin.

Document # **2653548**
RACINE COUNTY REGISTER OF DEEDS
May 04, 2023 3:49 PM

Karie J. Pope

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

Pages: 7

VICINITY MAP

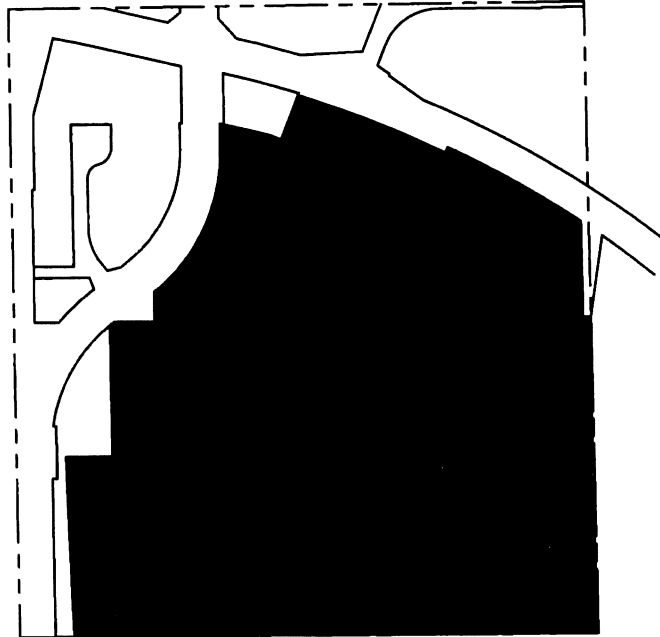
SCALE 1":600'

NORTHWESTERN AVENUE
COUNTY TRUNK HIGHWAY "K"

ADAMS ROAD



INTERSTATE HIGHWAY "94"



Subject Property
Zoning: M-3
Tax Key Numbers:
104-04-22-30-038-000
104-04-22-30-047-000

SW 1/4 SEC. 30, T4N, R22E

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1983/2011). The south line of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East has a bearing of S89°35'06"W.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55101C0089D with an effective date of MAY 2 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- All remnant building foundations to be removed.
- Wetlands delineated by Heartland Ecological Group Inc, October 2020.
- Temporary Road Easement to terminate upon the extension of the Baxter Court.

Prepared for
TI INVESTORS OF CALEDONIA LLC
710 N. Plantation Avenue, Suite 1200
Milwaukee, WI 53203

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

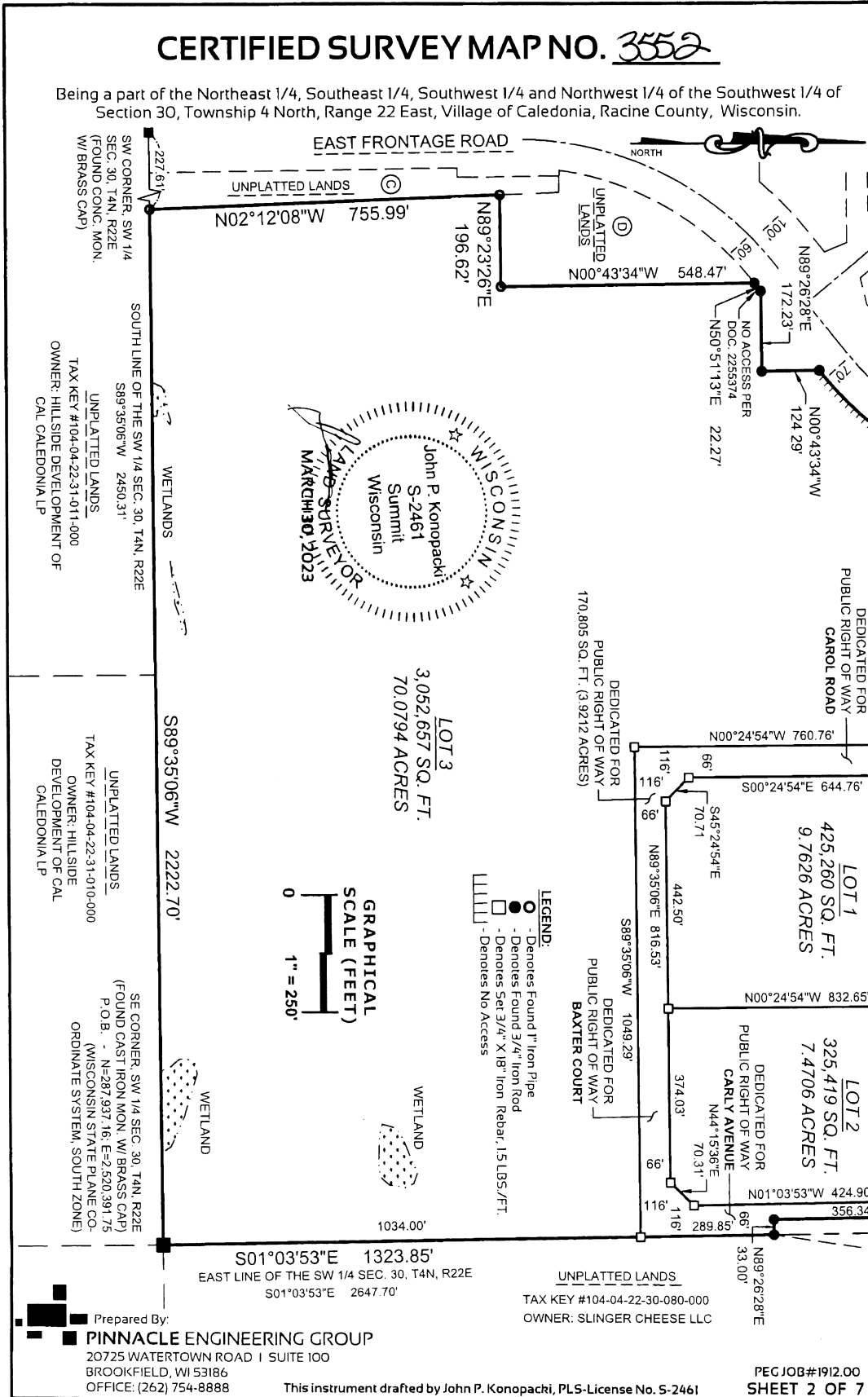
This instrument drafted by John P. Konopacki, PLS-License No. S-2461



PEG JOB#1912.00
SHEET 1 OF 7

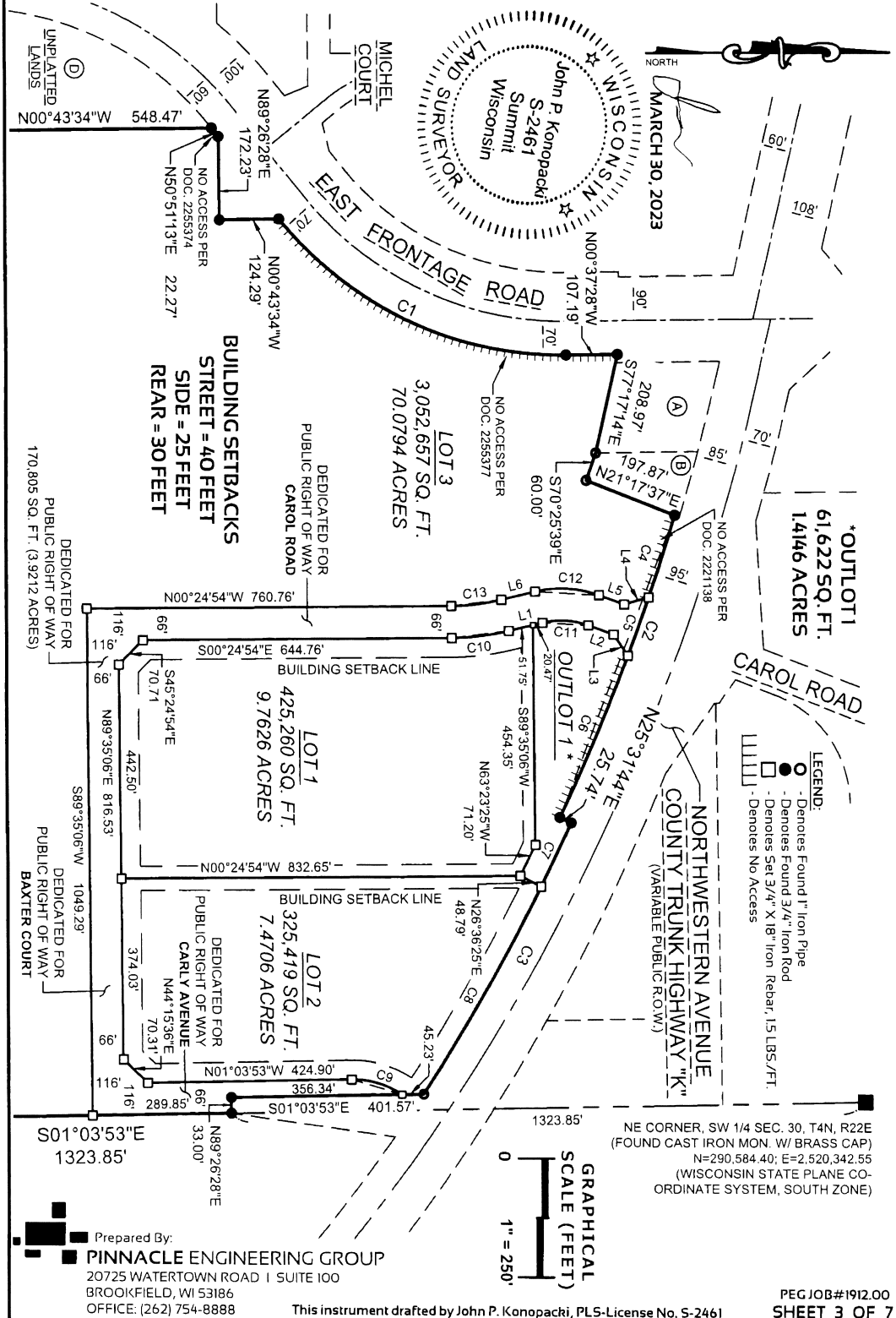
CERTIFIED SURVEY MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



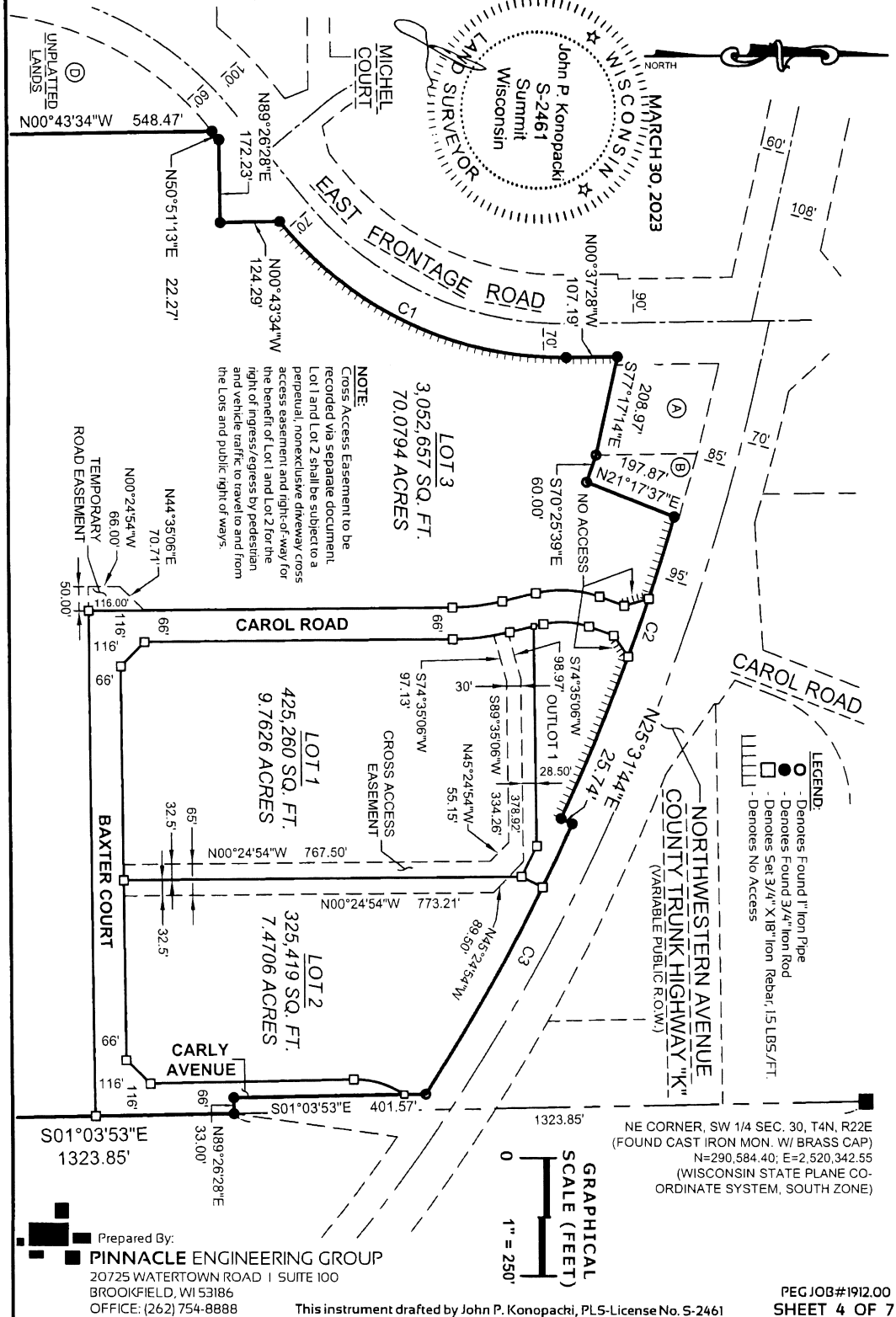
CERTIFIED SURVEY MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



CERTIFIED SURVEY MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



CERTIFIED SURVEY MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Beginning at the southeast corner of the Southwest 1/4 of said Section 30;
Thence South 89°35'06" West along the south line of said Southwest 1/4, 2222.70 feet;
Thence North 02°12'08" West, 755.99 feet;
Thence North 89°23'26" East, 196.62 feet;
Thence North 00°43'34" West, 548.47 feet to the southeasterly right of way line of East Frontage Road;
Thence the following courses along said southeasterly right of way line:

North 50°51'13" East, 22.27 feet; North 89°26'28" East, 172.23 feet; North 00°43'34" West, 124.29 feet to a point on a curve;
Northeasterly 684.45 feet along the arc of said curve to the left, whose radius is 758.00 feet and whose chord bears North 25°14'37" East, 661.43 feet; North 00°37'28" West, 107.19 feet;

Thence South 77°17'14" East along said southeasterly right of way line and then continuing, 208.97 feet;
Thence South 70°25'39" East, 60.00 feet;
Thence North 21°17'37" East, 197.87 feet to the southerly right of way line of Northwestern Avenue - County Trunk Highway "K" and a point on a curve;
Thence southeasterly 669.68 feet along said southerly right of way line and the arc of said curve to the right, whose radius is 4378.00 feet and whose chord bears South 68°51'11" East, 669.02 feet;
Thence North 25°31'44" East along said right of way line, 25.74 feet to a point on a curve;
Thence southeasterly 641.75 feet along said right of way line and the arc of said curve to the right, whose radius is 4227.18 feet and whose chord bears South 61°01'02" East, 641.13 feet;
Thence South 01°03'53" East, 401.57 feet;
Thence North 89°26'28" East, 33.00 feet to the east line of the aforesaid Southwest 1/4 of Section 30;
Thence South 01°03'53" East along said east line, 1323.85 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 4,035,763 Square Feet (92.6484 Acres) of land Gross and 3,864,958 square feet (88.7272 acres) of land Net more or less.

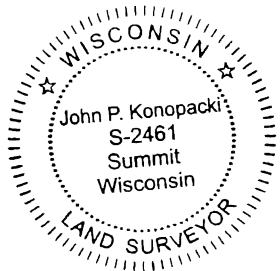
That I have made such survey, land division and map by the direction of TI INVESTORS OF CALEDONIA LLC, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, mapping and dividing the same..

Date: MARCH 30, 2023


John P. Konopacki
Professional Land Surveyor S-2461



FROM (ALL OF):

104-04-22-30-038-000
104-04-22-30-047-000

TO:

LOT 1, 104-04-22-30-038-010
LOT 2, 104-04-22-30-038-020
LOT 3, 104-04-22-30-038-030
OUTLOT 1, 104-04-22-30-038-011

CERTIFIED SURVEY MAP NO. 3552

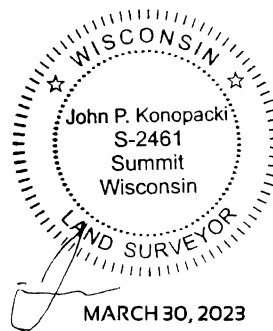
Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	684.45'	758.00'	051°44'09"	N25°14'37"E	661.43'	N51°06'41"E	N00°37'28"W
C2	669.68'	4378.00'	008°45'51"	S68°51'11"E	669.02'	S64°28'16"E	S73°14'07"E
C3	641.75'	4227.18'	008°41'54"	S61°01'02"E	641.13'	S56°40'05"E	S65°21'59"E
C4	178.14'	4378.00'	002°19'53"	S72°04'11"E	178.12'		
C5	128.00'	4378.00'	001°40'31"	S70°03'59"E	128.00'		
C6	363.54'	4378.00'	004°45'28"	S66°51'00"E	363.44'		
C7	145.58'	4227.18'	001°58'23"	S64°22'47"E	145.57'		
C8	496.17'	4227.18'	006°43'31"	S60°01'50"E	495.89'		
C9	111.62'	183.00'	034°56'53"	N16°24'33"E	109.90'	N01°03'53"W	N33°53'00"E
C10	120.85'	533.00'	012°59'27"	S06°54'38"E	120.59'	S13°24'21"E	S00°24'54"E
C11	96.99'	167.00'	033°16'36"	S03°13'57"W	95.63'	S19°52'15"W	S13°24'21"E
C12	135.32'	233.00'	033°16'36"	N03°13'57"E	133.43'	N13°24'21"W	N19°52'15"E
C13	105.88'	467.00'	012°59'27"	N06°54'38"W	105.66'	N00°24'54"W	N13°24'21"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S13°24'21"E	72.22'
L2	S19°52'15"W	55.55'
L3	S55°36'10"W	53.08'
L4	N15°46'25"W	53.19'
L5	N19°52'15"E	55.55'
L6	N13°24'21"W	72.22'



John P. Konopacki
 S-2461
 Summit
 Wisconsin
LAND SURVEYOR
 MARCH 30, 2023



Prepared By:
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. 5-2461

PEG JOB#1912.00
SHEET 6 OF 7

CERTIFIED SURVEY MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

TI INVESTORS OF CALEDONIA LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

TI INVESTORS OF CALEDONIA LLC as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

- 1. Village of Caledonia

IN WITNESS WHEREOF, the said TI INVESTORS OF CALEDONIA LLC has caused these presents to be signed by Susan K. Laabs, Vice President of TOWNE REALTY, INC, manager of TI INVESTORS OF CALEDONIA LLC at Milwaukee, Milwaukee County, Wisconsin, on this 28th day of April, 2023.

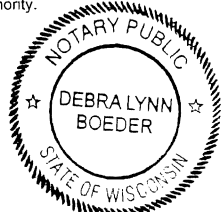
In the presence of: TI INVESTORS OF CALEDONIA LLC.
By: TOWNE REALTY, INC, Manager

Susan K. Laabs
Name (signature) - Title Susan K. Laabs, Vice President

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 28th day of April, 2023, Susan K. Laabs (title) Vice President of TOWNE REALTY, INC, manager of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President (title) of said TOWNE REALTY, INC, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Debra Lynn Boeder
Notary Public
Name: Debra Lynn Boeder
State of Wisconsin
My Commission Expires: 03/05/2025

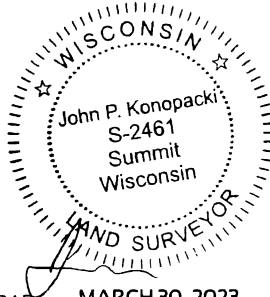


VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Caledonia on this 6 day of September, 2022

May 4, 2023
Date

Joslyn M. Hoeffert
Joslyn M. Hoeffert, Village Clerk

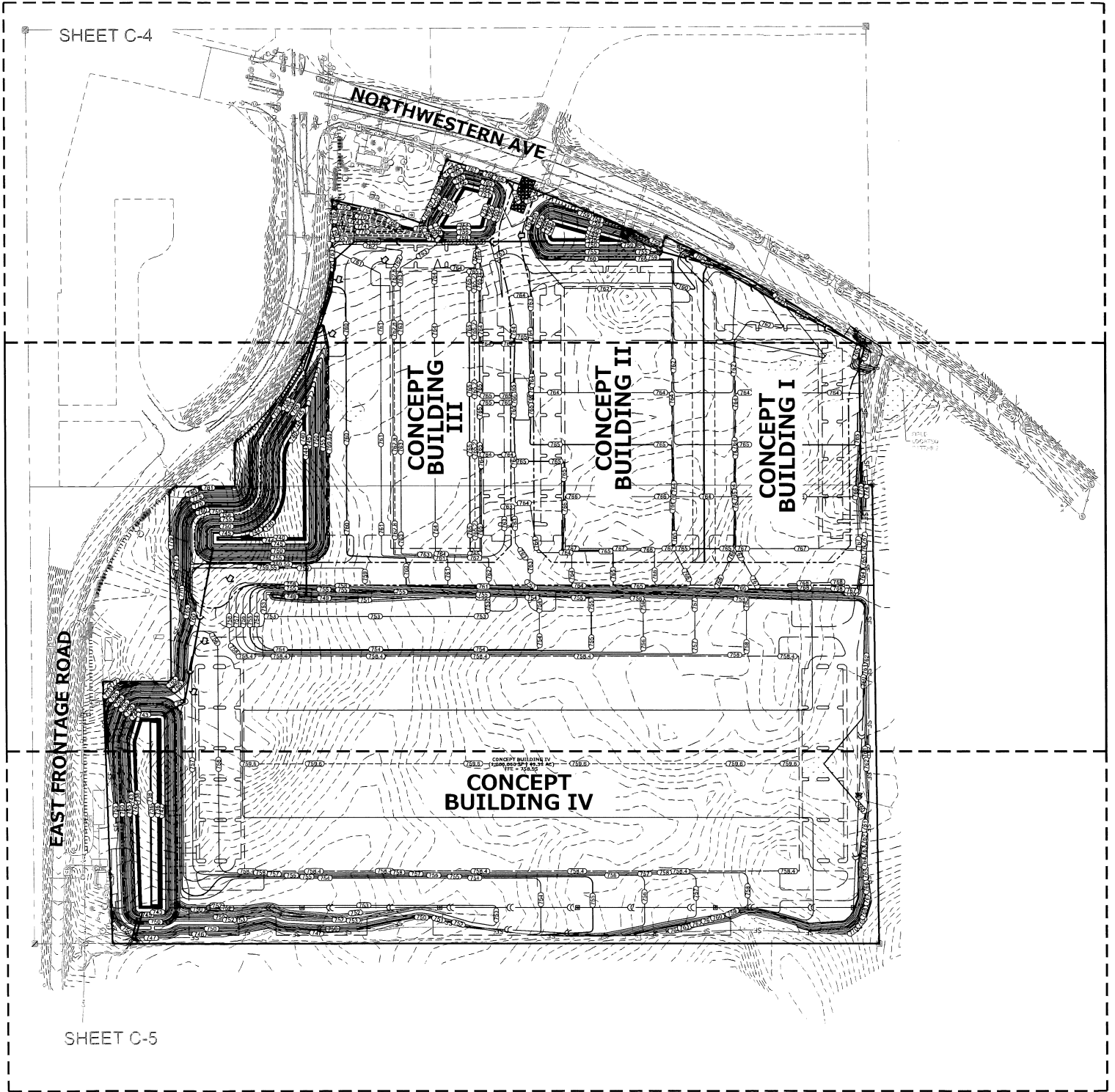


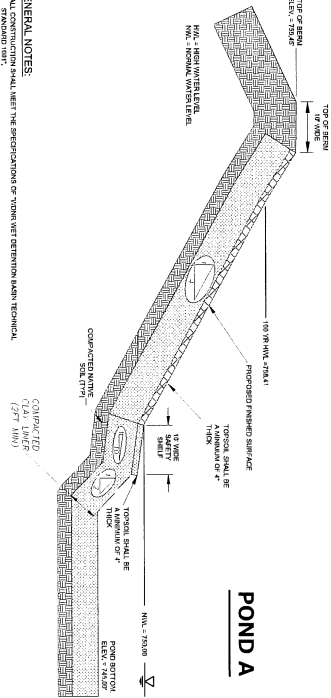
ADJACENT OWNERS

- A - TAX KEY #104-04-22-30-042-000, UNPLATTED LANDS, OWNER: HRIBAR. MARCH 30, 2023
- B - TAX KEY #104-04-22-30-044-000, UNPLATTED LANDS, OWNER: RGM PARTNERS LLC.
- C - TAX KEY #104-04-22-30-048-000, UNPLATTED LANDS, OWNER: SOLFEST TRUST.
- D - TAX KEY #104-04-22-30-049-000, UNPLATTED LANDS, OWNER: FORNES.

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

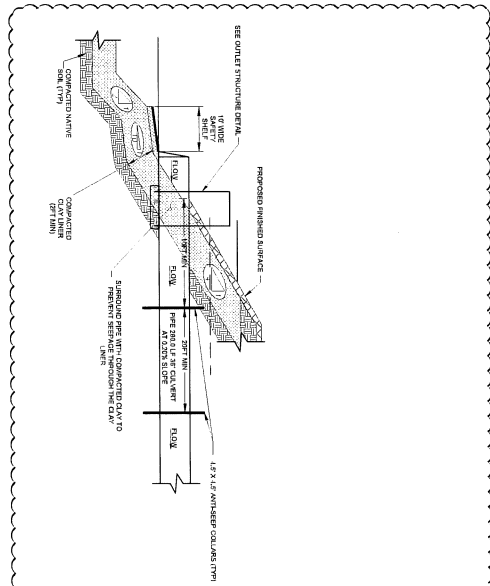
This instrument drafted by John P. Konopacki, PLS-License No. S-2461





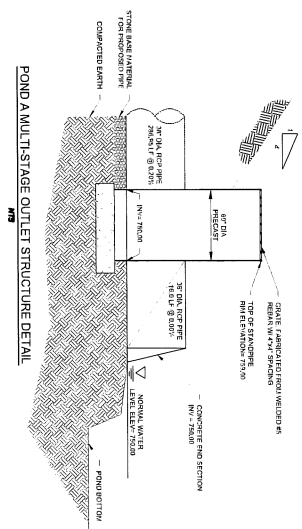
- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "TOWN NET DETERMINATION TECHNICAL SPECIFICATION" - 2007, AS APPLICABLE TO THE SPECIFICATIONS AND THE SPECIFICATIONS FOR THE PROJECT ARE AS APPROVED BY THE REGULATORY AGENCIES.
 2. ALL FINISH ELEVATIONS WITHIN THE BANK SHALL BE IN ACCORDANCE WITH ASTM C 1581 WITH RUBBER GADGETS.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE DESIGNER.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE DESIGNER.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE DESIGNER.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE DESIGNER.

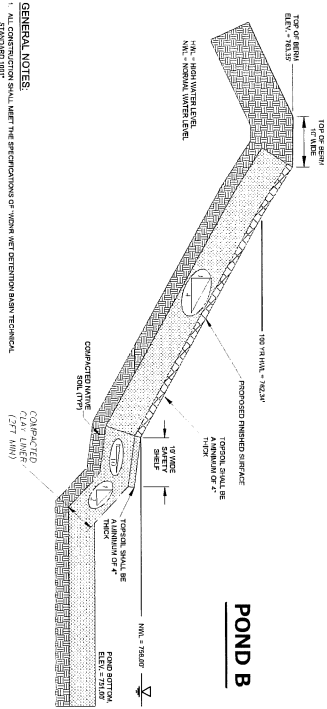
POND A CROSS SECTION
MB



- NOTES:**
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE DESIGNER.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE DESIGNER.

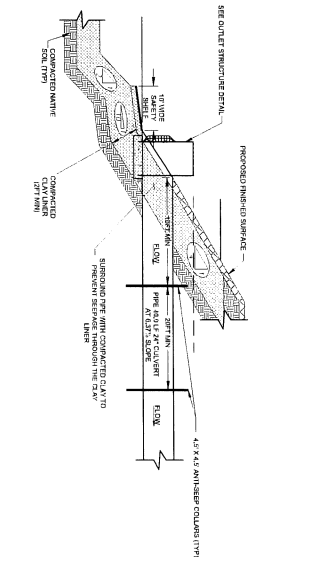
POND A OUTLET PIPE
MB





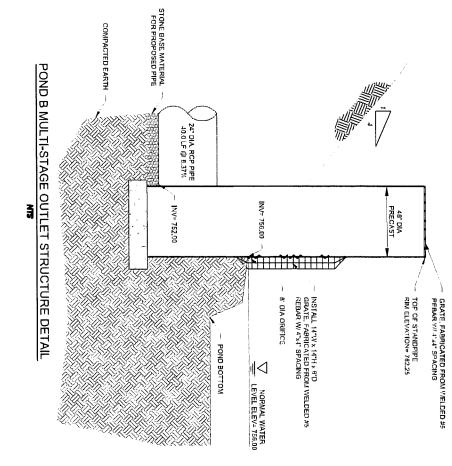
- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "ROAD AND DETENTION BASIN TECHNIQUE STANDARD" (M-10).
 2. ALL WORK TO BE CONDUCTED IN CONFORMANCE WITH THE STORM WATER MANAGEMENT PLAN FOR THE PROJECT.
 3. REPAIRS AND INSTALLATION WITHIN THE BASIN SHALL BE IN ACCORDANCE WITH (M-10) CHAPTER 11 WITH RUBBER GASKETS.
 4. OWNER OR CONTRACTOR MUST CONSULT LANDSCAPE ARCHITECT OR ECOLOGICAL PLANNING AGENCY FOR ANY VEGETATION PLANTING.
 5. CLAY LINES SHALL BE A MINIMUM OF 2 FEET THICK. CLAY SHALL BE COMPACTED AT 120% OPTIMAL MOISTURE CONTENT TO AN ACCEPTED PROCTOR DENSITY TO STAY COMPACT THROUGHOUT THE LIFE OF THE STRUCTURE. THE PROCTOR DENSITY SHALL BE DETERMINED BY THE GEOTECHNICAL ENGINEER OF RECORD.
 6. FOR CONTRACTOR INFORMATION: THE PROVISION FOR A 2" COMPACTED CLAY LINE IS A MINIMUM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE PROVISION FOR A 2" COMPACTED CLAY LINE IS A MINIMUM.

POND B CROSS SECTION
MB



- NOTES:**
1. CONSTRUCTION SHALL POSITION ANCHOR BOLTS SUCH THAT THE COLLARS ARE CONCENTRIC TO PROPOSED FINISH SURFACE.
 2. INSTALL ANCHOR BOLTS TO PREVENT SEPARATION OF PIPE FROM OUTLET PIPE.

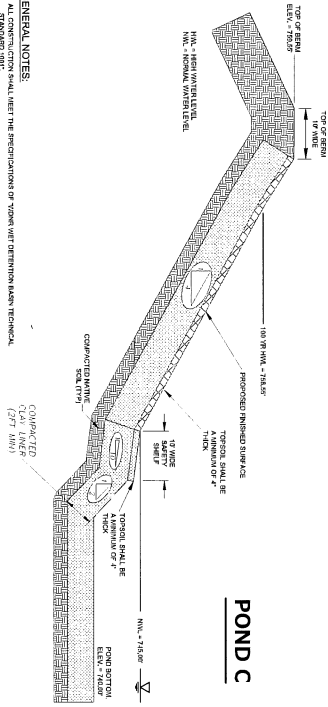
POND B OUTLET PIPE
MB



POND B MULTI-STAGE OUTLET STRUCTURE DETAIL
MB

- GENERAL NOTES**
1. ALL STRUCTURAL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF ACI 308 WITH DEFINITION A308 TECHNICAL.
 2. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE EROSION CONTROL MANAGEMENT PLAN FOR THE PROJECT SITE, AS APPROVED BY THE REGULATORY ENGINEER OF RECORD.
 3. HIGHT PILING AND INSTALLATION WITHIN THE BASIN SHALL BE IN ACCORDANCE WITH A308 TECHNICAL WITH 1. HIGHT PILING AND INSTALLATION WITHIN THE BASIN SHALL BE IN ACCORDANCE WITH A308 TECHNICAL WITH 1.
 4. OTHER DESIGN REQUIREMENTS MUST CONSULT LANDSCAPE ARCHITECT FOR COLOR, MATERIALS, AND FINISHES.
 5. ALL WORK SHALL BE SET IN MINIMUM OF 2 FEET THICK, C&G SHALL BE CONFINED TO 2 FEET THICK. ALL WORK SHALL BE SET IN MINIMUM OF 2 FEET THICK, C&G SHALL BE CONFINED TO 2 FEET THICK. ALL WORK SHALL BE SET IN MINIMUM OF 2 FEET THICK, C&G SHALL BE CONFINED TO 2 FEET THICK.
 6. FOR THE SCOPE OF THIS CONTRACT, THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE POND AND THE POND STRUCTURE. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE POND AND THE POND STRUCTURE.

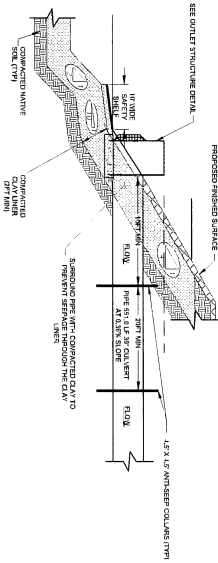
POND C CROSS SECTION
MB



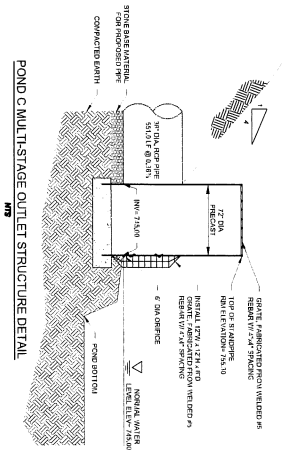
POND C

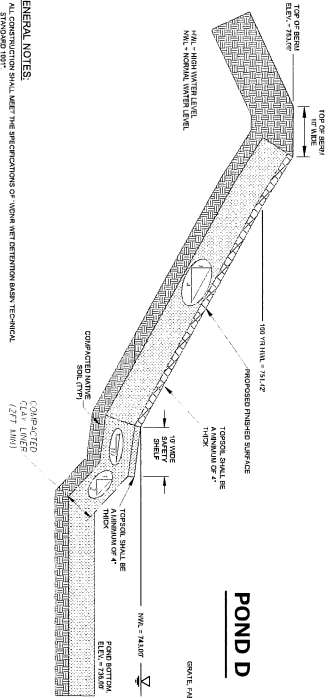
- NOTES**
1. CONCRETE SHALL BE 3000 PSI AND 4000 PSI AS SHOWN IN THE DETAILS.
 2. METAL STRAPS SHALL BE CORROSION RESISTANT TO PREVENT REINFORCING DEGRADATION.

POND C OUTLET PIPE
MB



POND C MULTI-STAGE OUTLET STRUCTURE DETAIL
MB

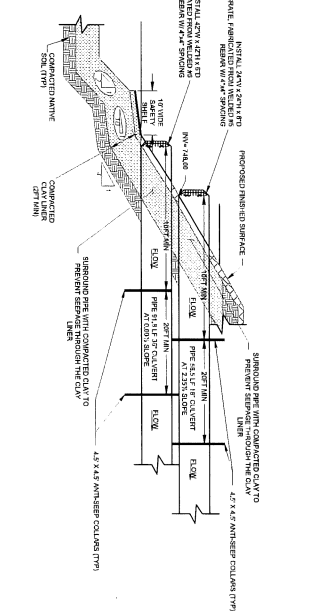




POND D

- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).
 2. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).
 3. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).
 4. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).
 5. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).
 6. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).

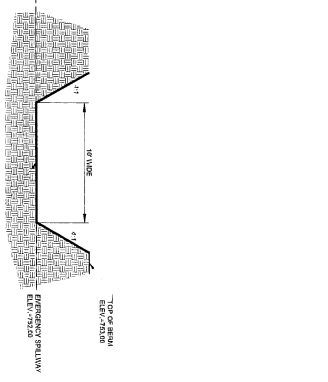
POND D CROSS SECTION



POND D

- NOTES:**
1. CONSTRUCTION SHALL FOLLOW THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).
 2. CONSTRUCTION SHALL FOLLOW THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).

POND D OUTLET PIPE



POND D

- NOTES:**
1. CONSTRUCTION SHALL FOLLOW THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).
 2. CONSTRUCTION SHALL FOLLOW THE SPECIFICATIONS OF "NON WET DETENTION BASIN TECHNICAL SPECIFICATIONS" (MATTINGI 318 TYPE C).

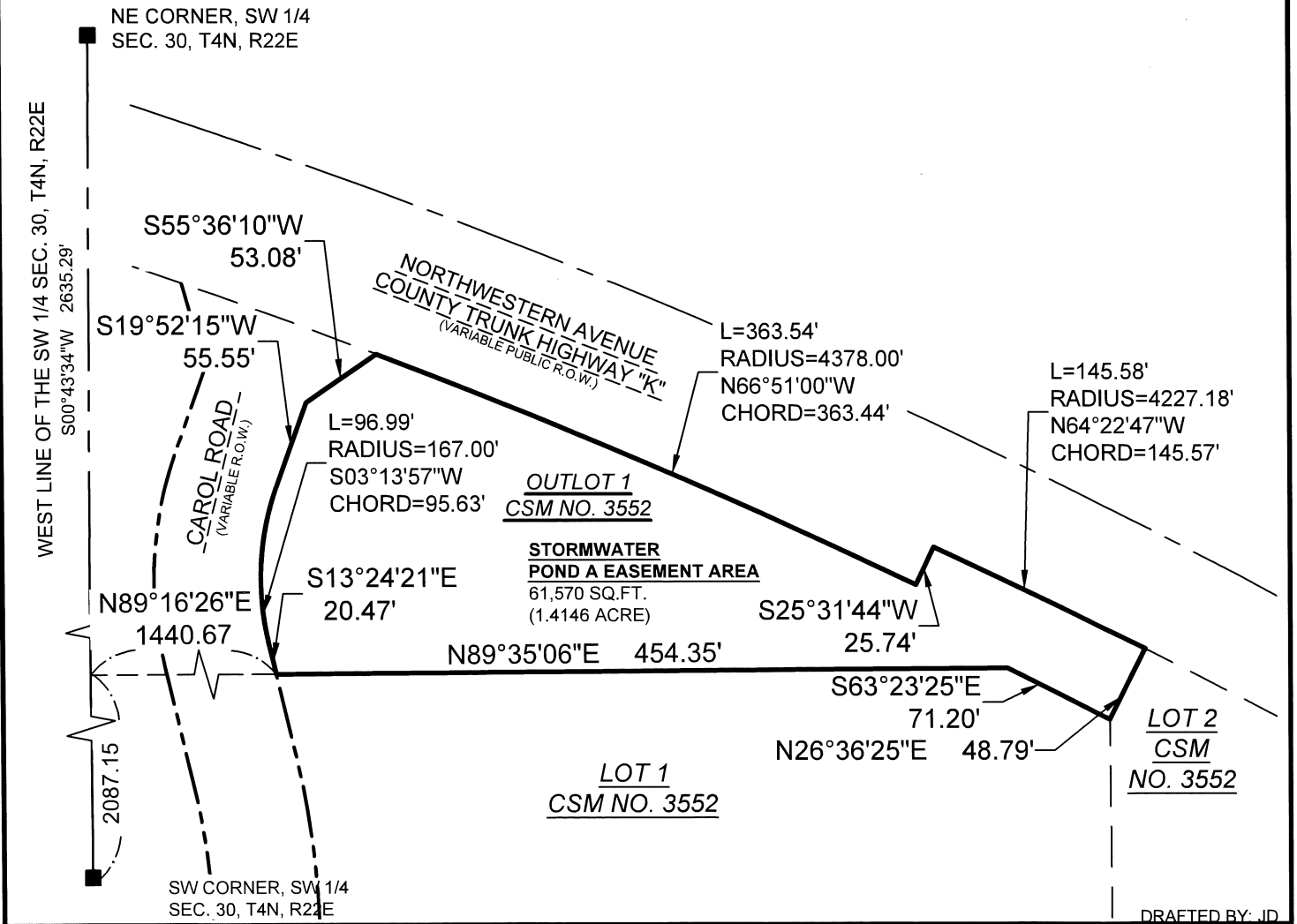
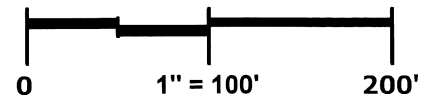
POND D BROAD CRESTED WEIR

LEGAL DESCRIPTION:

Outlot 1 of Certified Survey Map No. 3552, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



GRAPHICAL SCALE (FEET)



STORMWATER POND A EASEMENT AREA

SHEET 1 OF 4 01/03/2024

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB#1912.00

LEGAL DESCRIPTION:

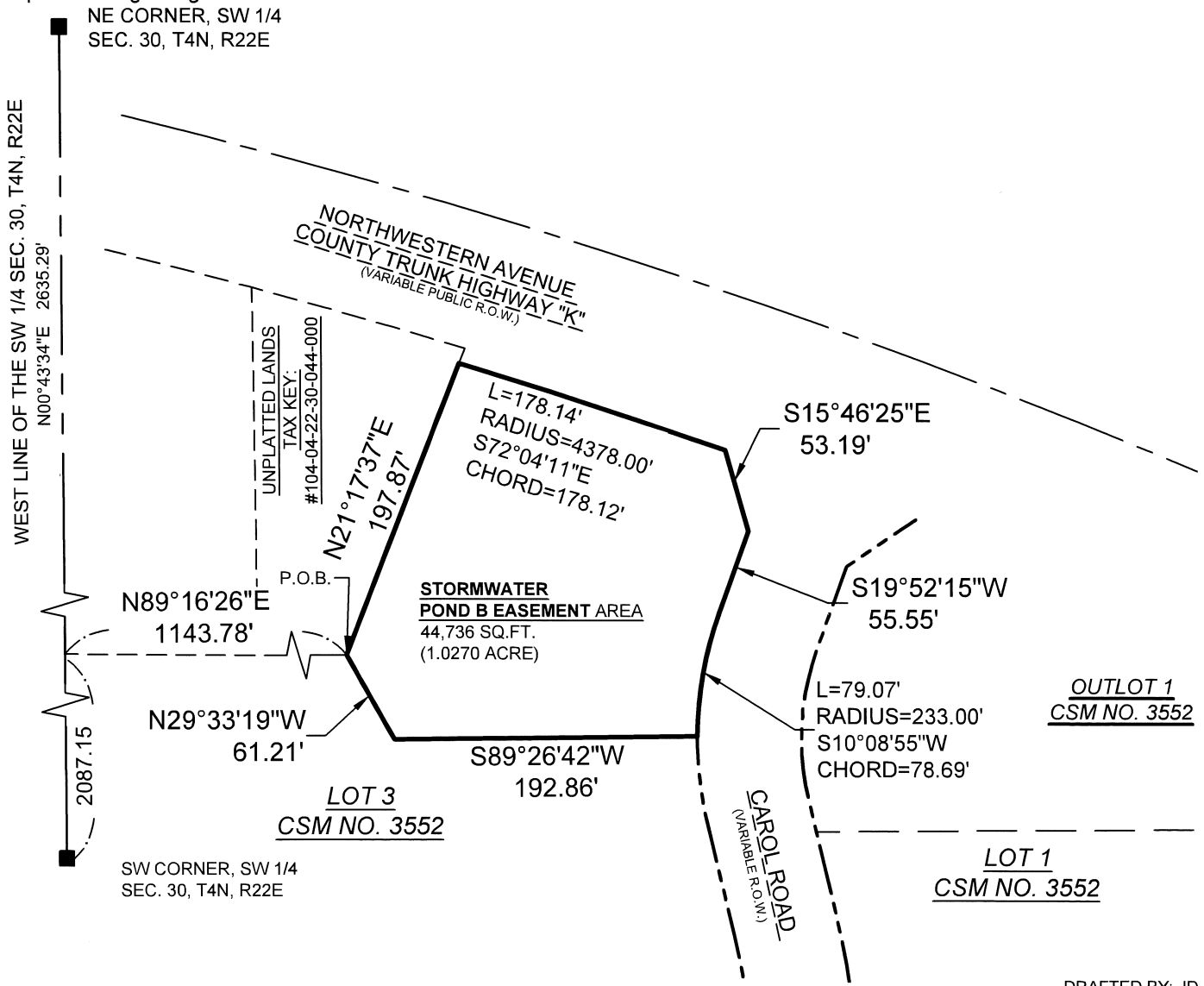
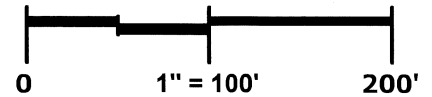
That part of Lot 3 of Certified Survey Map No. 3552, being a part of the Northeast 1/4, and the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Southwest 1/4 section; thence North 00°43'34" East along the west line of said Southwest 1/4 section, 2087.15 feet; thence North 89°16'26" East 1143.78 feet to the point of beginning;

Thence North 21°17'37" East, 197.87 feet to the southerly right of way line of Northwestern Avenue and a point on a curve; thence southerly 178.14 feet along said right of way line and the arc of said curve to the right, whose radius is 4378.00 feet and whose chord bears South 72°04'11" East, 178.12 feet to the west right of way line of Carol Road; thence South 15°46'25" East along said west right of way line, 53.19 feet; thence South 19°52'15" West along said right of way line, 55.55 feet; thence southwesterly 79.07 feet along said west right of way line and the arc of said curve to the right, whose radius is 233.00 feet, and whose chord bears South 10°08'55" West, 78.69 feet; thence South 89°26'42" West, 192.86 feet; thence North 29°33'19" West, 61.21 feet to the point of beginning.



GRAPHICAL SCALE (FEET)



DRAFTED BY: JD

STORMWATER POND B EASEMENT AREA

SHEET 2 OF 4 01/03/2024

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

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LEGAL DESCRIPTION:

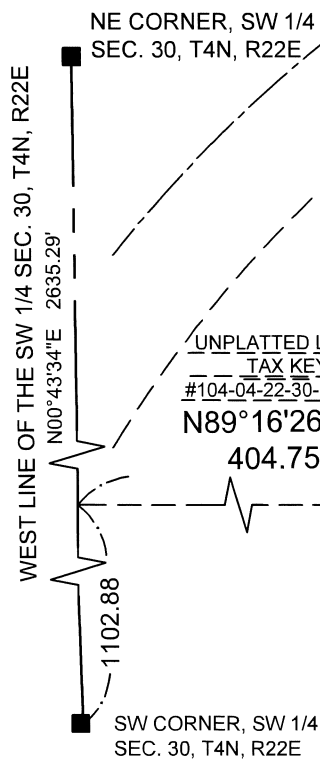
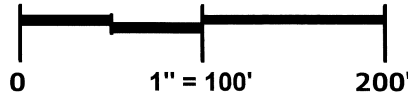
That part of Lot 3 of Certified Survey Map No. 3552, being a part of the Northwest 1/4, and the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Southwest 1/4 of said Section 30; thence North 00°43'34" East along the west line of said Southwest 1/4 section, 1102.88 feet; thence North 89°16'26" East 404.75 feet to the point of beginning;

Thence North 00°43'34" West, 204.82 feet to the southerly right of way of East frontage Road; thence North 50°51'13" East along said right of way, 22.27 feet; thence North 89°26'28" East along said right of way line, 172.23 feet; thence North 00°43'34" West along said right of way line, 124.29 feet to a point on a curve; thence northeasterly 505.14 feet along said right of way line and the arc of said curve to the left, whose radius is 758.00 feet and whose chord bears North 32°01'13" East, 495.84 feet; thence South 00°43'34" East, 761.98 feet; thence South 89°35'06" West, 457.90 feet to the point of beginning.



GRAPHICAL SCALE (FEET)



EAST FRONTAGE ROAD

L=505.14'
RADIUS=758.00'
N32°01'13"E
CHORD=495.84'

S00°43'34"E
761.98'

N00°43'34"W
124.29'

N89°26'28"E
172.23'
N50°51'13"E
22.27'

**STORMWATER
POND C EASEMENT AREA**
175,798 SQ.FT.
(4.0358 ACRE)

UNPLATTED LANDS
TAX KEY
#104-04-22-30-049-000
N00°43'34"W
204.82'
N89°16'26"E
404.75'

S89°35'06"W 457.90'

LOT 3
CSM NO.
3552

P.O.B.

DRAFTED BY: JD

STORMWATER POND C EASEMENT AREA

SHEET 3 OF 4 01/03/2023

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

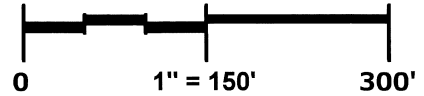
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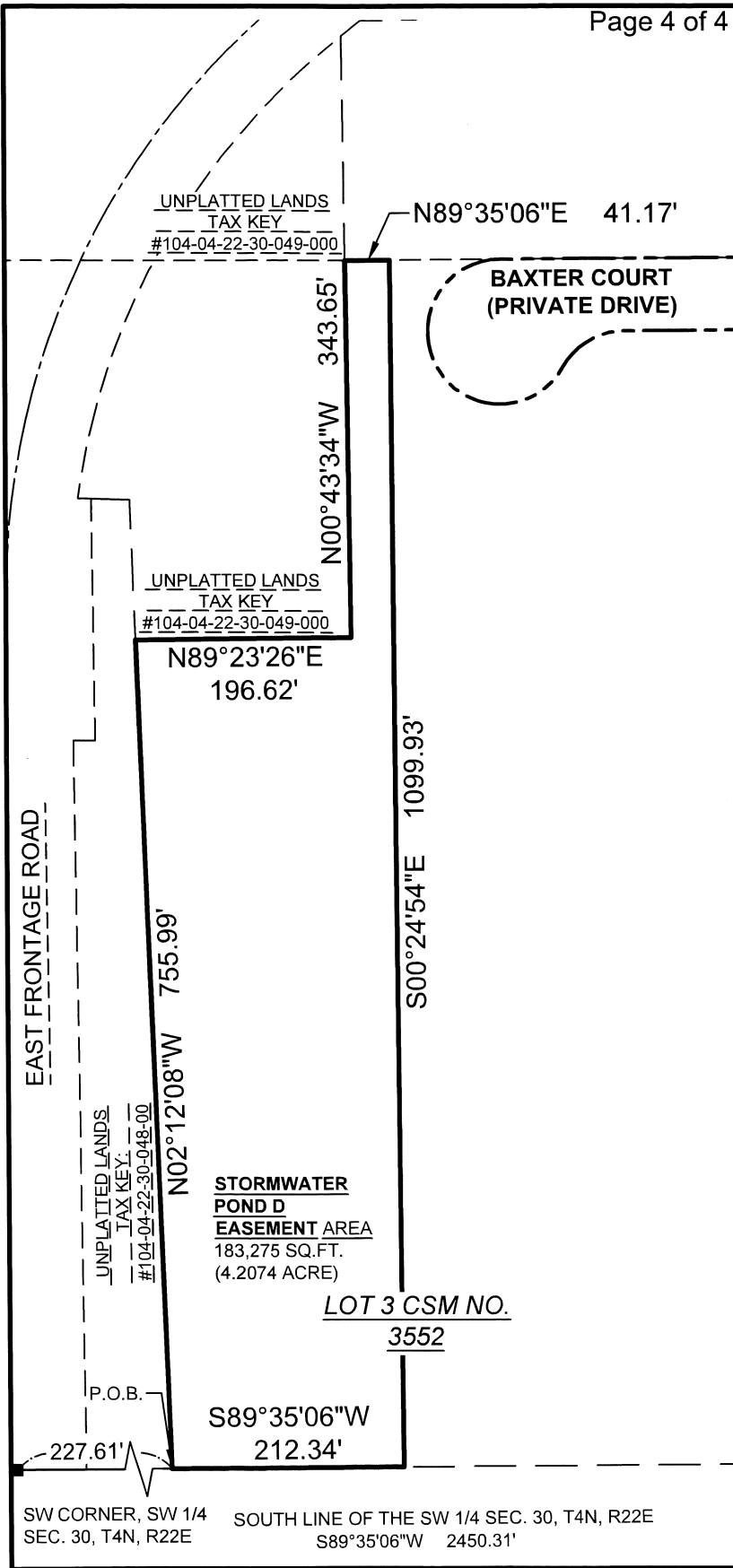
GRAPHICAL SCALE (FEET)



LEGAL DESCRIPTION:

That part of Lot 3 of Certified Survey Map No. 3552, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 3 of said Certified Survey Map No 3552; thence North 02°12'08" West along the west line of said Lot 3, 755.99 feet; thence North 89°23'26" East, 196.62 feet; thence North 00°43'34" West, 343.65 feet; thence North 89°35'06" East, 41.74 feet; thence South 00°24'54" East, 1099.93 feet to the south line of said Lot 3; thence South 89°35'06" West along said south line, 212.34 feet to the point of beginning.



STORMWATER POND D EASEMENT AREA
183,275 SQ.FT.
(4.2074 ACRE)

LOT 3 CSM NO.
3552

EAST FRONTAGE ROAD

UNPLATTED LANDS
TAX KEY: #104-04-22-30-048-00

UNPLATTED LANDS
TAX KEY
#104-04-22-30-049-000

UNPLATTED LANDS
TAX KEY
#104-04-22-30-049-000

P.O.B.

SW CORNER, SW 1/4 SEC. 30, T4N, R22E SOUTH LINE OF THE SW 1/4 SEC. 30, T4N, R22E
S89°35'06"W 2450.31'

DRAFTED BY: JD

STORMWATER POND D EASEMENT AREA

SHEET 4 OF 4 01/03/2024

PINNACLE ENGINEERING GROUP

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