

**RESOLUTION NO. 2024-037  
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO  
A STORM WATER DRAINAGE EASEMENT AGREEMENT WITH THE RACINE  
UNIFIED SCHOOL DISTRICT**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

**WHEREAS**, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and a Site Grading Plan for the Racine Unified School District for the construction of a parking lot addition at Gifford Elementary School, 8332 Northwestern Avenue. As a condition of approval of the Storm Water Management Plan and Site Grading Plan, a Storm Water Drainage Easement is required to be granted over the expanded Storm Water Pond.

**WHEREAS**, the Village has prepared said Storm Water Drainage Easement Agreement.

**WHEREAS**, the Owner, the Racine Unified School District has executed said Storm Water Drainage Easement Agreement.

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Storm Water Drainage Easement Agreement at their March 6, 2024 meeting.

**WHEREAS**, the President and Clerk of the Village need to execute the Storm Water Drainage 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 Storm Water Drainage 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 Storm Water Drainage Easement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 12 day of March, 2024.

**VILLAGE OF CALEDONIA**

By: Thomas R. Weatherston  
Thomas Weatherston  
Village President

Attest: Jennifer Olsen  
Jennifer Olsen  
Village Clerk

Document Number

**Storm Water Drainage Easement  
Agreement:  
Racine Unified School District**

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

104-04-22-34-064-000  
Parcel Identification Number (PIN)

**STORM WATER DRAINAGE EASEMENT AGREEMENT:**  
**RACINE UNIFIED SCHOOL DISTRICT**

This Storm Water Drainage Easement Agreement ("Agreement") is made the 2<sup>nd</sup> day of February, 2024, by and between the **RACINE UNIFIED SCHOOL DISTRICT**, a Wisconsin municipal entity 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 Legal Description 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 C, hereinafter referred to in this Agreement as the "Stormwater Easement". The location of the Stormwater Easement with respect to the Property is as shown and described in Exhibit C.

D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Access Easement") over the Property, as may be necessary for the Grantees to exercise their rights under this Agreement.

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 Stormwater Easement 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 (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 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 Stormwater Easement, 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 Northwestern Avenue and the Stormwater Easement, 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 Stormwater Easement, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Stormwater Easement 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 Stormwater Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Stormwater Easement that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Stormwater Easement, or (ii) ingress and egress to the Pond Easement Area and Northwestern Avenue.
- (b) Remove any fences, structures or improvements located within the Stormwater Easement to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Stormwater Easement, or (ii) maintain ingress and egress to the Stormwater Easement and Northwestern Avenue.

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 Stormwater Easement without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Stormwater Easement 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 updated Storm Water Management Plan for the Property, prepared by Ruekert & Mielke, Inc dated and

Professional Engineer Stamped July 17, 2023 (submitted as revised November 13, 2023) and the Construction Plans for Gifford School - 2023, prepared by Ruekert & Mielke, Inc dated and Professional Engineer Stamped July 17, 2023 (submitted as revised October 25, 2023) 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 Stormwater Easement or (ii) ingress and egress to the Stormwater Easement. 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.







# EXHIBIT "A"

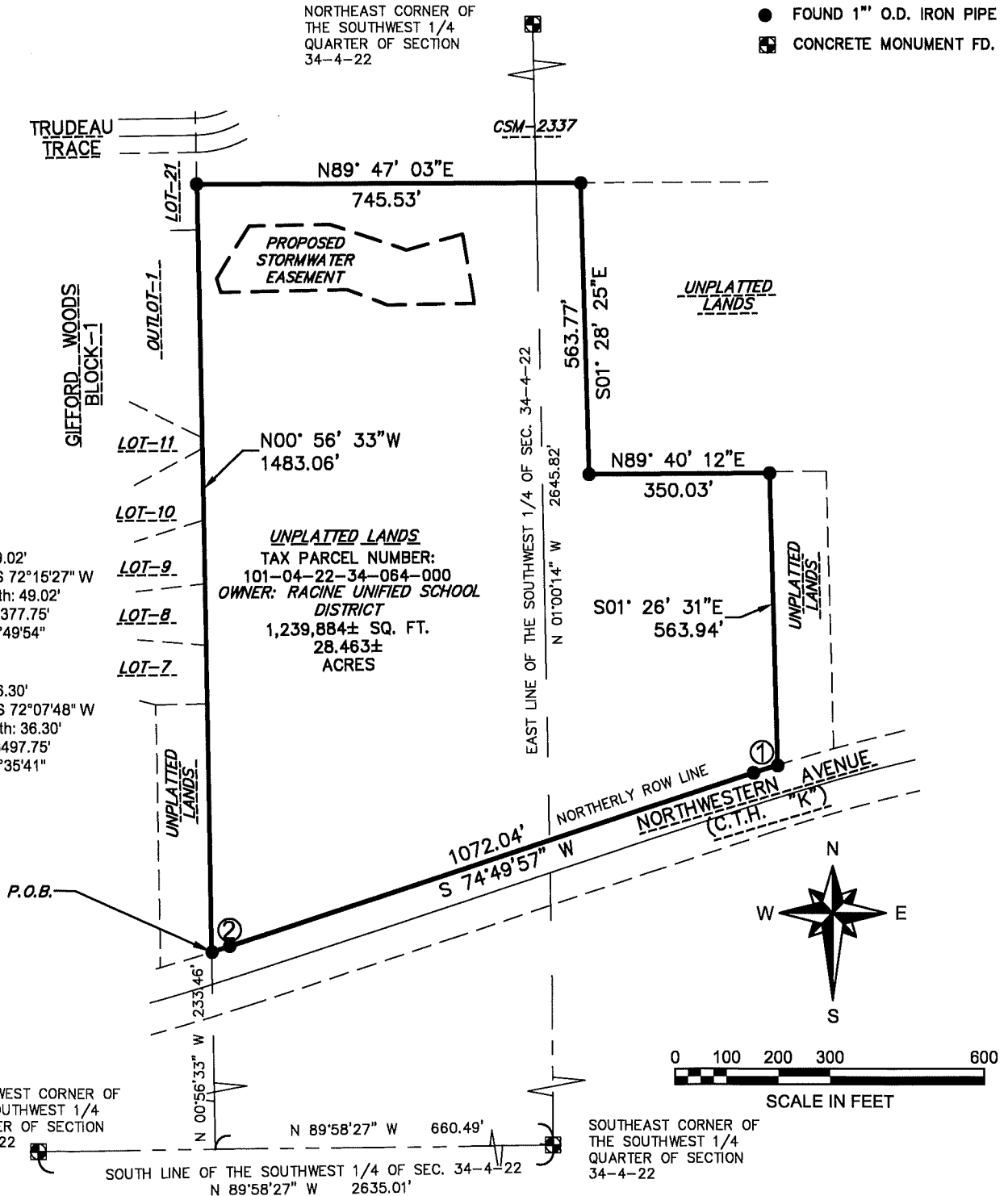
## PARCEL BOUNDARY DESCRIPTION

Being part of the Southwest 1/4 and the Southeast 1/4 of Section 34, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

**SURVEY LEGEND**

- FOUND 1" O.D. IRON PIPE
- CONCRETE MONUMENT FD.

NORTHEAST CORNER OF THE SOUTHWEST 1/4 QUARTER OF SECTION 34-4-22



① Chord: 49.02'  
Course: S 72°15'27" W  
Arc Length: 49.02'  
Radius: 3377.75'  
Delta: 00°49'54"

② Chord: 36.30'  
Course: S 72°07'48" W  
Arc Length: 36.30'  
Radius: 3497.75'  
Delta: 00°35'41"

**UNPLATTED LANDS**  
TAX PARCEL NUMBER:  
101-04-22-34-064-000  
OWNER: RACINE UNIFIED SCHOOL DISTRICT  
1,239,884± SQ. FT.  
28.463± ACRES

**PREPARED FOR:**  
Racine Unified School District  
3109 Mount Pleasant Street  
Racine, WI. 53404

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188

# EXHIBIT "A"

## PARCEL BOUNDARY DESCRIPTION

Being part of the Southwest 1/4 and the Southeast 1/4 of Section 34, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

Being part of the SW 1/4 and SE 1/4 of Section 34, all located in Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 34, thence bearing N89°58'27"W along the South line of the Southwest 1/4 of Section 34, a distance of 660.49 feet to a point; thence bearing N00°56'33"W, a distance of 233.46 feet to the Point of Beginning (POB); continuing on said line, also being the East line of Gifford Woods, a recorded subdivision, thence bearing N00°56'33"W, a distance of 1483.06 feet; thence along the South line of Certified Survey Map (CSM) Number 2337 a bearing of N89°47'03"E, a distance of 745.53 feet; thence bearing S01°28'25"E, a distance of 563.77 feet; thence bearing N89°40'12"E, a distance of 350.03 feet; thence bearing S01°26'31"E, a distance of 563.94 feet to the Northerly Right-of-Way (ROW) of Northwestern Avenue (County Trunk Highway "K"); thence 49.02 feet along the arc of a curve to the southeast, whose radius is 3377.75 feet, and whose chord bears S72°15'27"W, a distance of 49.02 feet; thence bearing S74°49'57"W along said ROW, a distance of 1072.04 feet; thence 36.30 feet along the arc of a curve to the northwest, whose radius is 3497.75 feet, and whose chord bears S72°07'48"W, a distance of 36.30 feet to the POB, containing 1,239,884 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.

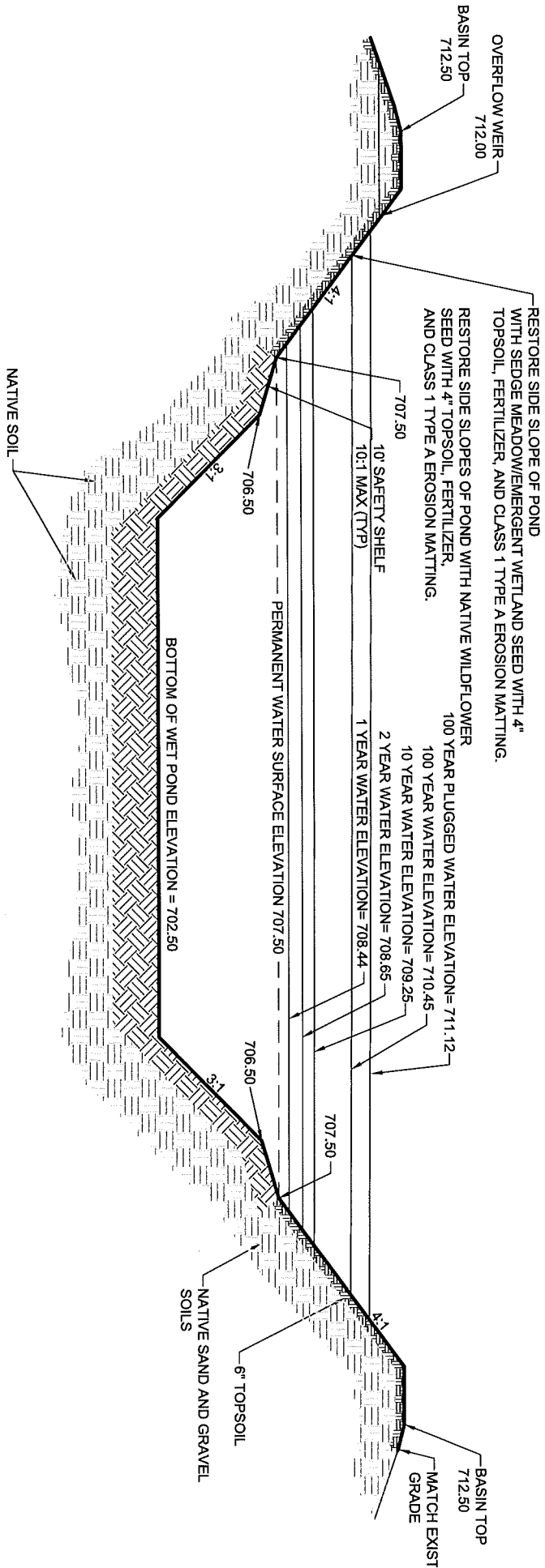
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**PREPARED FOR:**  
Racine Unified School District  
3109 Mount Pleasant Street  
Racine, WI. 53404

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188

EXHIBIT B  
Sheet 1 of 2



WET POND

EC-POND-10 15

NO SCALE



# EXHIBIT "C"

## STORMWATER EASEMENT

Being part of the Southwest 1/4 of Section 34, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

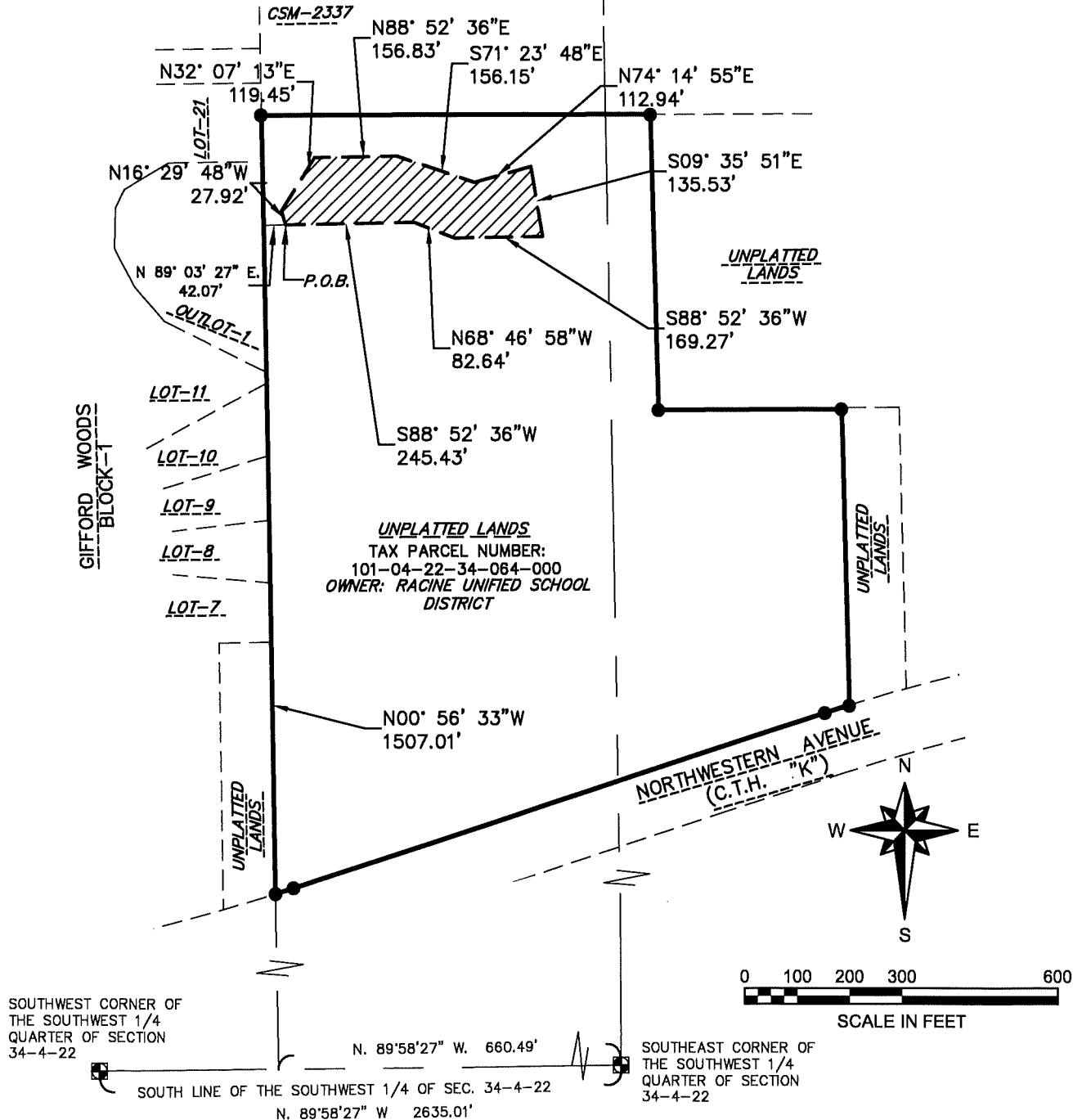


Stormwater Easement  
56,476± SQ. FT.

NORTHEAST CORNER OF  
THE SOUTHWEST 1/4  
QUARTER OF SECTION  
34-4-22

### SURVEY LEGEND

- FOUND 1" O.D. IRON PIPE
- CONCRETE MONUMENT FD.



SOUTHWEST CORNER OF  
THE SOUTHWEST 1/4  
QUARTER OF SECTION  
34-4-22

N. 89°58'27" W. 660.49'

SOUTHEAST CORNER OF  
THE SOUTHWEST 1/4  
QUARTER OF SECTION  
34-4-22

SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC. 34-4-22  
N. 89°58'27" W 2635.01'

**PREPARED FOR:**  
Racine Unified School District  
3109 Mount Pleasant Street  
Racine, WI. 53404

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188

# EXHIBIT "C"

SHEET 2 OF 2

## STORMWATER EASEMENT

Being part of the Southwest 1/4 of Section 34, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

Being located in part of the Southwest 1/4 of Section 34, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin bounded and described as follows:

### Stormwater Easement Description;

Commencing at the Southeast corner of the Southwest 1/4 of Section 34, thence bearing N89°58'27"W along the south line of the Southwest 1/4 of Section 34, a distance of 660.49 feet to a point; thence bearing N00°56'33"W, also being the East line of Gifford Woods, a recorded subdivision, a distance of 1507.01 feet to a point; thence bearing N89°03'27"E, a distance of 42.07 feet to the Point of Beginning (POB); thence bearing N16°29'48"W, a distance of 27.92 feet; thence bearing N32°07'13"E, a distance of 119.45 feet; thence bearing N88°52'36"E, a distance of 156.83 feet; thence bearing S71°23'48"E, a distance of 156.15; thence bearing N74°14'55"E, a distance 112.94 feet; thence bearing S09°35'51"E, a distance of 135.53; thence bearing S88°52'36"W, a distance of 169.27 feet; thence bearing N68°46'58"W, a distance of 82.64 feet; thence bearing S88°52'36"W, a distance of 245.43 feet to the POB; containing 56,476 square feet more or less of land. Subject to, but not limited to, covenants, restrictions and easements of record.

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**PREPARED FOR:**  
Racine Unified School District  
3109 Mount Pleasant Street  
Racine, WI. 53404

**PREPARED BY:**  
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