

**RESOLUTION NO. 2024-099
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING THE PREDEVELOPMENT AGREEMENT FOR THE
HELDING CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT 4238
NICHOLSON ROAD**

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

WHEREAS, the Village of Caledonia requires by ordinance that a property owner seeking development related reviews and approvals from the Village enter into a standard form of predevelopment agreement to address the reimbursement of costs the Village will incur during the review and approval process; and

WHEREAS, James Holding, on behalf of Holding Farms LLC, A Wisconsin Corp., has submitted an application for approval of a Certified Survey Map for property located at 4238 Nicholson Road; and

NOW, THEREFORE, BE IT RESOLVED THAT the Predevelopment Agreement attached hereto as **Exhibit A** is hereby approved and the President and Clerk are authorized and directed to execute the agreement on behalf of the Village.

BE IT FURTHER RESOLVED THAT all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of the Predevelopment Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 29 day of September, 2024.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Jennifer Olsen
Jennifer Olsen
Village Clerk

**PRE-DEVELOPMENT AGREEMENT
FOR HELDING CERTIFIED SURVEY MAP**

THIS AGREEMENT is entered into between the VILLAGE OF CALEDONIA, a municipal corporation located in Racine County, Wisconsin (“the Village”), and JAMES R. HELDING, an AGENT for HELDING FARMS INC, A WISCONSIN CORP (“Land Splitter”), with regard to development to be known as the HELDING Certified Survey Map located in part of the Southeast ¼ of Section 28, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin (“Certified Survey map”):

RECITALS

1. The Land Splitter wishes to subdivide and/or commence development of the above lands within the Village and to obtain Village approval of this division in accordance with applicable State laws, and Village and County Ordinances.
2. The Village agrees to review conceptual, preliminary, and final plans associated with the Certified Survey Map, and review, revise and/or draft any agreements, easements, easements, deed restrictions or other documents associated with the Certified Survey Map if the same can be done without unreasonable expense to the Village’s taxpayers.

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

PART A

**REIMBURSEMENT OF ENGINEERING, PLANNING, LEGAL
AND ADMINISTRATIVE COSTS**

1. The Land Splitter agrees to be liable for and to pay to and reimburse the Village for any and all costs for engineering, inspection, planning, legal and administrative expenses previously incurred by the Village and those to be incurred by the Village in:

(1) processing, reviewing, revising, and approving any conceptual, preliminary, or final development plans, including certified survey map; and

(2) processing, reviewing, revising, drafting and approving any agreements, easements, deed restrictions or other documents associated with the proposed certified survey map or development; and

(3) inspection and approval of construction and installation of all improvements provided in the development including, but not limited to, consultation reasonably required to address problems encountered or issues that arise during the course of the design and construction of the development.

Such costs shall include the costs of the Village's engineers, attorneys, planners, inspectors, agents, sub-contractors and employees and costs for attendance at any meeting to review any issues related to the certified survey map. The cost for Village employees' time shall be based upon the classification of the employee and the rates established by the Village Board, from time to time, for each such classification. The cost for outside services shall be the direct cost incurred by the Village.

2. The Land Splitter understands that the planning, legal and/or engineering consultants retained by the Village are acting exclusively on behalf of the Village and not the Land Splitter.

PART B

GUARANTEE OF PAYMENT

1. At the time of submission or review of a conceptual plan, or if a conceptual plan has not yet been submitted then at the time of submission of a certified survey map, preliminary plat, or condominium plat, the Land Splitter shall deposit with the Village Treasurer the sum of one thousand dollars (\$1,000.00) in the form of cash. The Village shall apply such funds toward payment of the above costs.

2. If at any time said deposit becomes insufficient to pay expenses incurred by the Village for the above costs, the Land Splitter shall deposit the required additional amounts within fifteen (15) days of written demand by the Village Engineer. Until the required funds are received, no additional work or review will be performed by the Village as to the development plan under consideration. The Village may also reject any pending conceptual plan or certified survey map for non-payment of the above costs.

PART C

TERMINATION OF GUARANTEE

Within sixty (60) days after final approval of the certified survey map, and execution of any documents by all parties, or upon abandonment of the conceptual plan or certified survey map and prior to final approval (including abandonment due to rejection by any reviewing agency), the Village shall furnish the Land Splitter with a statement of all such costs incurred by it with respect to such conceptual plan or certified survey map. Any excess funds shall be remitted to Land Splitter, and any costs in excess of such deposit shall be paid by the Land Splitter. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

PART D

ACTION BY VILLAGE BOARD

Within ninety (90) days of submission of the proposed final certified survey map, the Village Board shall approve, approve conditionally or reject the certified survey map and notify the Land Splitter in writing of any conditions of approval or of the reasons for rejection. Failure of the Village Board to act within such period of time, unless the time is extended by agreement of the parties, shall be treated as

approval of the certified survey map. Section 236.11, Wis. Stats. Except that Land Splitter hereby waives any statutory time limits for review and approval of condominium plats.

PART E

EFFECT OF APPROVAL

Subject to the applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and regulations of the Village, approval of the certified survey map shall entitle the Land Splitter to record such map subject to compliance with all conditions of approval being met, and all required guaranteed deposits and applicable fees have been paid. The Land Splitter understands that certified survey map approval, if granted, is conditioned upon the Land Splitter and the Village entering into a development agreement as required by the ordinances of the Village, if public improvements will be made.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Pre-development Agreement on the 17 day of September, 2024.

AGENT OF HELDING FARMS INC. A WISCONSIN CORP

By: James R. Holding
James R. Holding

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 17th day of September, 2024, the above-named James R. Holding, Agent of Holding Farms Inc, A Wisconsin Corp, to me known to be the persons who executed the foregoing instrument on behalf of the said Agent and acknowledged the same.

Diane M Penzkowski
Notary Public, Racine County, WI
My Commission: 4-14-2028

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston, Village President

Attest: Jennifer Olsen
Jennifer Olsen, Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 24 day of September, 2024, the above-named Thomas Weatherston and Jennifer Olsen, President and Clerk, respectively, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument on behalf of the said Village and acknowledged the same.

Diane M Penzkowski
Notary Public, Racine County, WI

My Commission: 4-14-2028

This instrument drafted by;
Ryan Schmidt, P.E.

