

**RESOLUTION NO. 2018-126**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
STORMWATER EASEMENT AGREEMENT WITH  
RIVERSVIEW DEVELOPMENT LLC FOR CREEKVIEW ESTATES**

**WHEREAS**, the Caledonia Utility District has approved a Storm Water Management Plan and a Site Grading & Drainage Plan for Creekview Estates for the construction of improvements for the subdivision located on the West side of Erie Street, South of Kentwood Drive. The Storm Water Management Plan and the Site Grading & Drainage Plan for the development requires the installation of Drainage Facilities on the property. As a condition of approval of the Storm Water Management Plan and Site Grading & Drainage Plan for Creekview Estates, a Stormwater Easement Agreement shall be granted over the Drainage Facilities.

**WHEREAS**, the Owner/Developer, Riversview Development, LLC., has executed said Stormwater Easement Agreement and the President and Secretary of the Caledonia Utility District and the President and Clerk of the Village need to execute the Stormwater Easement Agreement in order to allow it to be recorded.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the execution of the Stormwater Easement Agreement as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is authorized and approved and that the Village President and Village Clerk are authorized to execute said Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin,  
this 19<sup>th</sup> day of November, 2018.

VILLAGE OF CALEDONIA

By: James R. Dobbs  
James R Dobbs, Village President

Attest: Karie Torkilsen  
Karie Torkilsen, Village Clerk

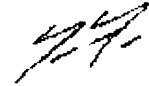
**STORMWATER EASEMENT  
AGREEMENT**

Document Number

Title of Document

The real property affected by this document is described in the attached.

Document # **2514229**  
RACINE COUNTY REGISTER OF DEEDS  
February 19, 2019 02:25 PM



TYSON FETTES  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00

Pages: 16

Record this document with the Register of Deeds

Name and Return Address:

Atty. John M. Bjelajac

601 Lake Avenue

Post Office Box 38

Racine, Wisconsin 53401-0038

2016

51-104-04-23-21-040-030

(Parcel Identification Number)



STORMWATER EASEMENT AGREEMENT

This agreement ("Agreement") is made and entered into as of the 30<sup>th</sup> day of October, 2018 (the "Effective Date"), by and between:

- a) RIVERSVIEW DEVELOPMENT, LLC, being a Wisconsin limited liability company with offices located at 8338 Corporate Drive, Suite 300, Mt. Pleasant, Wisconsin 53406 (hereinafter referred to as "Developer"); and
- b) The VILLAGE OF CALEDONIA, being a municipal corporation and village created under the laws of the State of Wisconsin, with its Village Hall located at 5043 Chester Lane, Racine, Wisconsin 53402 (hereinafter referred to as the "Village"); and
- c) The VILLAGE OF CALEDONIA STORMWATER UTILITY DISTRICT, being a utility district established by the Village of Caledonia under the laws of the State of Wisconsin, with utility district offices located at 333 4½ Mile Road, Racine, Wisconsin 53402 (hereinafter referred to as the "Municipal Utility District", and/or the "Stormwater Utility District", as may be appropriate).

Introduction

The Village is located in Racine County, Wisconsin. The Village, through the Municipal Utility District, owns and operates a stormwater system (hereinafter referred to as the "District System" and/or as the "District Stormwater System").

Developer is the sole record-title owner of the parcel of real property (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, that is described in attached Exhibit X.

Developer is creating a subdivision (the "Subdivision") on the Property. The Subdivision is being developed by Developer under and pursuant to a separate written agreement (the "Development Agreement"), dated ~~\_\_\_\_\_~~, ~~2018~~, entered into by the Village and Developer.

This present Agreement is being entered into by the above-named parties pursuant to the terms and provisions of the Development Agreement, to provide to the Village and the Municipal Utility District an easement for the stormwater facilities, and related infrastructure (collectively, the "Stormwater System"), on the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER DESCRIBED, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. Introduction is Correct. The foregoing "Introduction" is true and correct, and is hereby incorporated into this Agreement by reference.
2. Easement Granted. Developer hereby grants to the Village and the Municipal Utility District the below-described stormwater easement on its Property, to operate, maintain, repair, and/or replace stormwater facilities ("Stormwater Facilities"), and the related infrastructure to the same, in, on, and under the easement areas hereafter described on the Property.

3. Stormwater Easement. The attached Exhibit X also shows (i) a diagram showing the Stormwater Easement Area granted by Developer on the Property to the Village and the Stormwater Utility District, and (ii) the legal description of such Stormwater Easement Area.

4. Access to Stormwater Easement Area. The Village, the Stormwater Utility District, and/or their officials, officers, employees, contractors, engineers, consultants, and agents are hereby given the permanent non-exclusive right to go upon and enter the Stormwater Easement Area, at such times as the Village and/or the Stormwater Utility District may see fit, for the purpose of exercising the easement rights granted herein.

5. Restrictions on Owner. Developer shall not (i) change the grade elevations, (ii) construct (nor allow any third party to construct) any type of structure, and/or (iii) place any type of object or materials in, over, under, on, or upon the Stormwater Easement Area, and shall not materially impede or obstruct the exercise of the easement rights granted hereunder.

6. Restoration of Disturbed Areas. To the extent the Village and/or the Municipal Utility District, in its reasonable discretion, deems it necessary for the exercise of its easement rights granted hereunder, the Village/Municipal Utility District may remove from the Easement Areas any structure, object, material, or any other obstructions, and/or any plants, shrubs, bushes, trees, or other vegetation, and the Village/Municipal Utility District shall not be required to restore or replace such items, except, however, the Village/Municipal Utility District shall restore any disturbed portion of the natural vegetation and/or landscaping of such Easement Areas by seeding the same with grass seed.

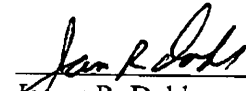
7. Runs with the Land. This Agreement shall run with the land of the Property described herein, and shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors and assigns; provided, however, that in the event that

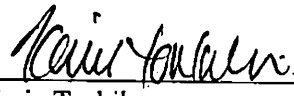
Developer wishes to convey or lease a portion of the Property on which no Stormwater Easement Area is located, and if a partial release of this Agreement is required by the applicable title insurer, Developer shall notify the Village/Municipal Utility District of the same, and the Village/Municipal Utility District shall, within forty-five (45) days after such notice, provide Developer with an executed original release, in recordable form, of such portion of the Property from the terms and conditions of this Agreement (and thereafter Developer may record such release with the Racine County Register of Deeds).

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

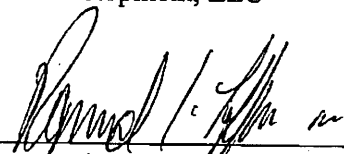
9. Stormwater Maintenance. Attached hereto as Exhibit Y is a document entitled "Creekview Estates Storm Water Management Practice Maintenance Agreement". This document, including its own Exhibits A, B, C, and D, shall be, and through this Agreement, hereby is, a restrictive covenant (the "Restrictive Covenant") on the Developer's Property (and on all future subdivided lots and parcels of the Property), imposing duties and obligations on Developer, and its successors and/or assigns in title, for the future operation, care, maintenance, repair, and/or replacement of the Stormwater Facilities.

VILLAGE:  
Village of Caledonia

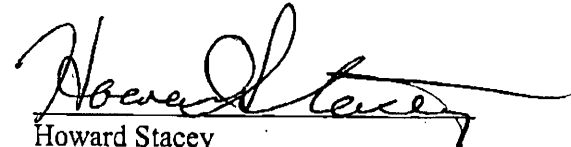
By:   
James R. Dobbs  
Village President


Attest:   
Karie Torkilsen  
Village Clerk

DEVELOPER:  
Riversview Development, LLC

By:   
Raymond C. Leffler  
Member

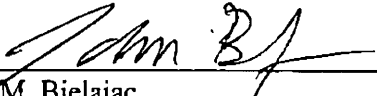
MUNICIPAL UTILITY DISTRICT:  
The Village of Caledonia Sewer Utility  
District and the Village of Caledonia  
Stormwater Utility District

By:   
Howard Stacey  
President

Attest:   
Harry Garnette  
Secretary

AUTHENTICATION

Signatures of Raymond C. Leffler, on behalf of Developer, and James R. Dobbs and Karie Torkilsen, Village President and Village Clerk, respectively, of the Village of Caledonia; and Howard Stacey, President, and Harry Garnette, Secretary, of the Village of Caledonia Stormwater Utility District, authenticated this 26<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
John M. Bjelajac  
Member: State Bar of Wisconsin  
State Bar No. 1015325

This Agreement drafted by  
Attorney John M. Bjelajac  
601 Lake Avenue  
Post Office Box 38  
Racine, Wisconsin 53401-0038  
Phone: (262)633-9800  
FAX: (262)633-1209  
(Attorney for the Village of Caledonia,  
and the Village of Caledonia Sewer Utility  
District and Stormwater Utility District)

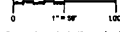


**CREEKVIEW ESTATES**

Being Lot 3 of CERTIFIED SURVEY MAP NO. 2263, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 6 North, Range 23 East, Volage of Crawford, Sacoe County, Wisconsin.



GRAPHICAL SCALE (FEET)



- LEGEND**
- 1. Unimproved Front Yard
  - 2. Unimproved Rear Yard
  - 3. Unimproved Side Yard
  - 4. Unimproved Corner Yard
  - 5. Unimproved Setback
  - 6. Unimproved Easement
  - 7. Unimproved Right-of-Way
  - 8. Unimproved Easement
  - 9. Unimproved Easement
  - 10. Unimproved Easement
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  - 50. Unimproved Easement

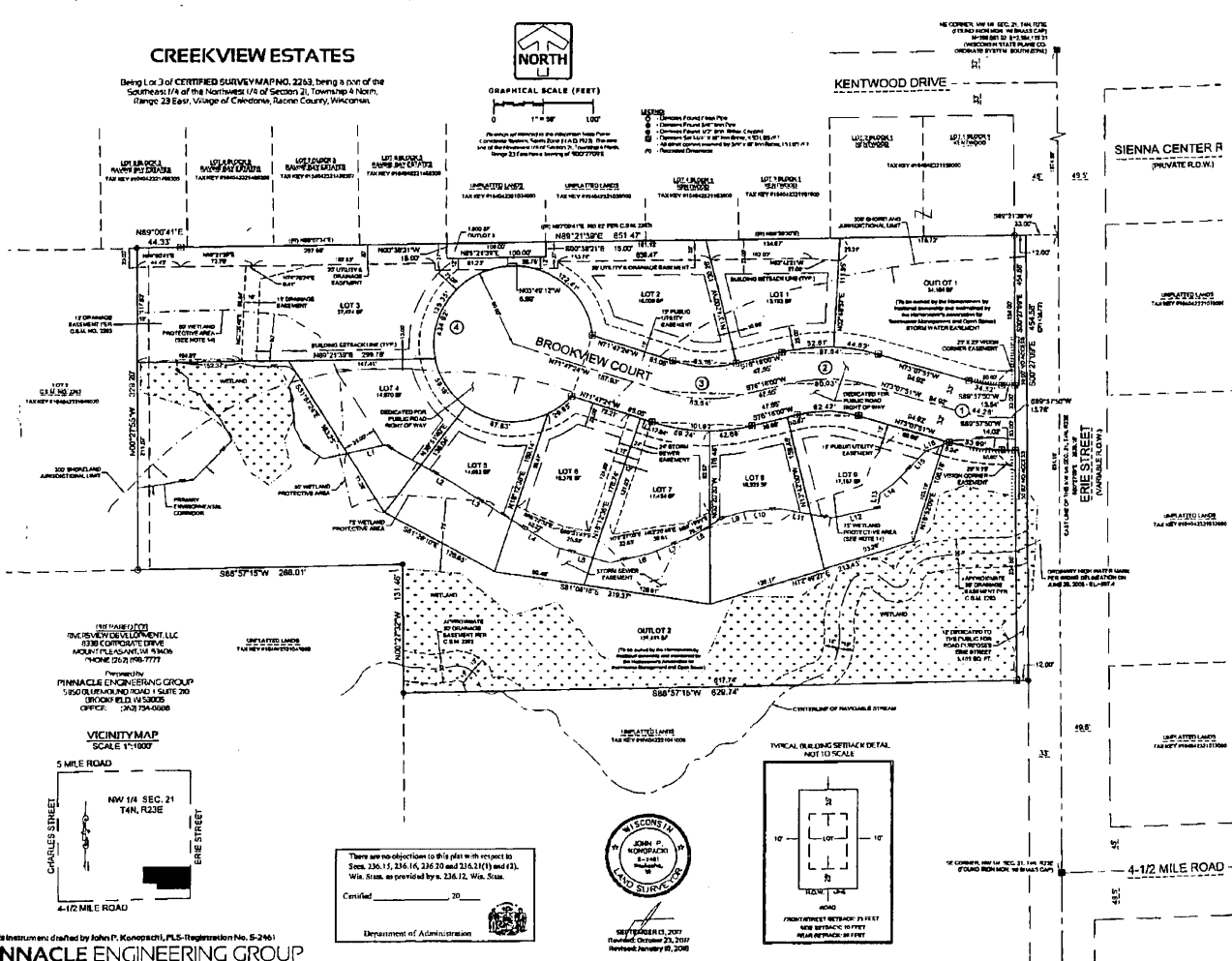
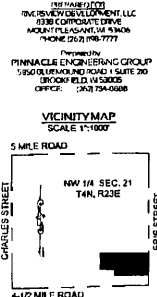


Exhibit X



There are no objections to this plan with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2).  
Wis. Stat. as provided by: 236.12, Wis. Stat.

Certified \_\_\_\_\_ 20\_\_

Department of Administration

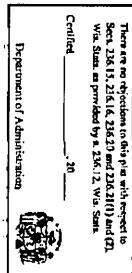


JOHN P. KOWOPACZ  
8-1881  
Surveyor  
Revised January 20, 2008

This instrument drafted by John P. Kowopacz, PLS-Registration No. 5-2361  
**PINNACLE ENGINEERING GROUP**

CREEKVIEW ESTATES

DRUG LOT 3 OF CERTIFIED SURVEY MAP NO. 2183 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 29 EAST, COUNTY OF CALHOUN, MISSISSIPPI.



STATE OF MISSISSIPPI
COUNTY OF CALHOUN
DEPARTMENT OF ADMINISTRATION
NOTARY PUBLIC
JOHN P. KOMPASS
COMMISSION EXPIRES 01/15/2011



NOTES:
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. THE CURVE TABLE IS A SUMMARY OF THE CURVE DATA FOR THE SURVEYED LOTS.
3. THE DISTANCES BETWEEN THE CURVE POINTS ARE AS SHOWN ON THE SURVEY MAP.
4. THE BEARING OF EACH CURVE IS AS SHOWN ON THE SURVEY MAP.
5. THE CHORD BEARING OF EACH CURVE IS AS SHOWN ON THE SURVEY MAP.
6. THE CHORD LENGTH OF EACH CURVE IS AS SHOWN ON THE SURVEY MAP.
7. THE TANGENT IN AND TANGENT OUT OF EACH CURVE IS AS SHOWN ON THE SURVEY MAP.

Table with 3 columns: LINE NO., BEARING, DISTANCE. Contains data for lots 1 through 18.

OWNER'S CERTIFICATE
I, JOHN P. KOMPASS, Notary Public for the State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the undersigned.

NOTICE TO THE PUBLIC:
This instrument is a part of a larger survey map and should be read in conjunction with the same. The survey map is on file in the office of the Notary Public at the address shown below.

STATE OF MISSISSIPPI
COUNTY OF CALHOUN
DEPARTMENT OF ADMINISTRATION
NOTARY PUBLIC
JOHN P. KOMPASS
COMMISSION EXPIRES 01/15/2011

CURVE TABLE
Table with 7 columns: CURVE NO., LOT, LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD LENGTH, TANGENT IN, TANGENT OUT. Contains data for lots 1 through 18.

STATE OF MISSISSIPPI
COUNTY OF CALHOUN
DEPARTMENT OF ADMINISTRATION
NOTARY PUBLIC
JOHN P. KOMPASS
COMMISSION EXPIRES 01/15/2011

NOTICE TO THE PUBLIC:
This instrument is a part of a larger survey map and should be read in conjunction with the same. The survey map is on file in the office of the Notary Public at the address shown below.

STATE OF MISSISSIPPI
COUNTY OF CALHOUN
DEPARTMENT OF ADMINISTRATION
NOTARY PUBLIC
JOHN P. KOMPASS
COMMISSION EXPIRES 01/15/2011

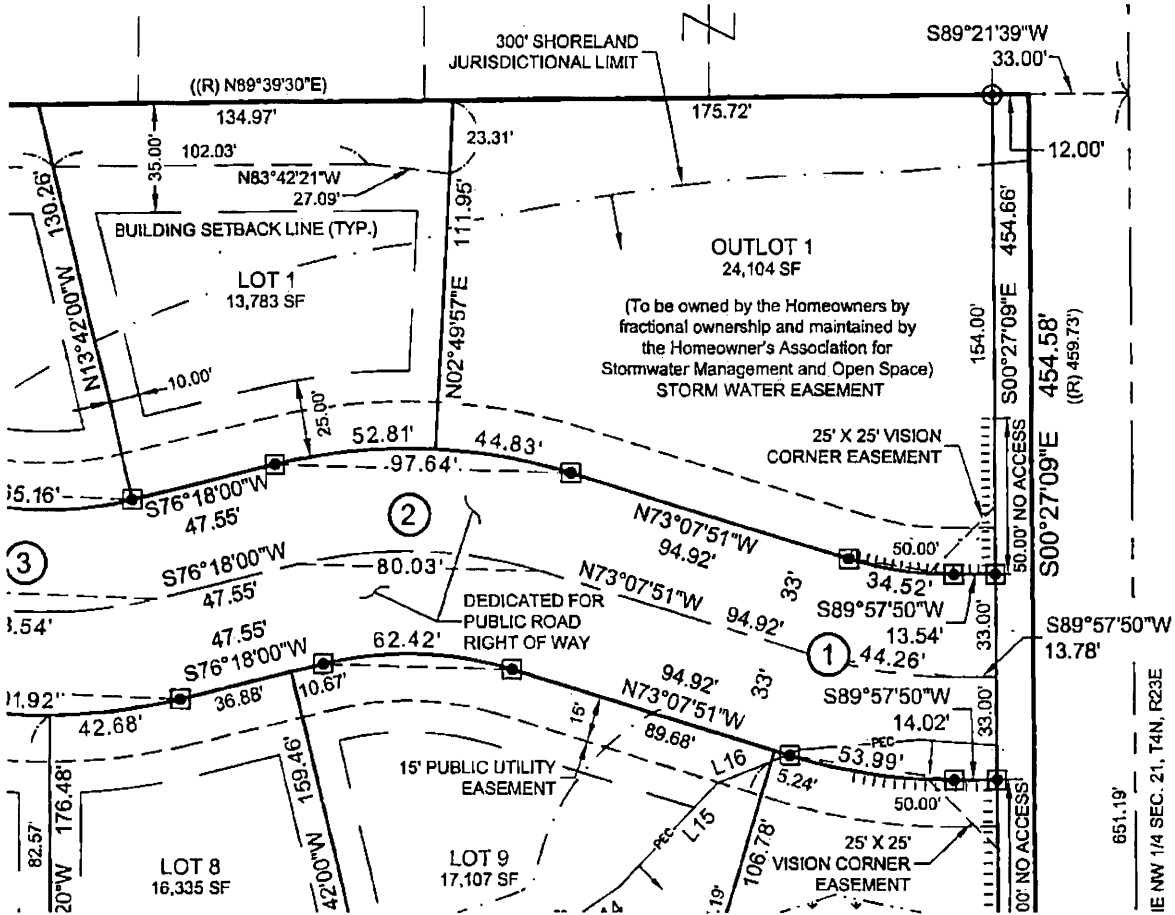
## Exhibit X – Easement

The following description and reduced copy map identifies the land parcel(s) affected by this Plan. For a larger scale view of the referenced document, contact the Village of Caledonia.

Project Name: **Creekview Estates**

Map Produced By: **Pinnacle Engineering Group**

Location: **Being Lot 3 of Certified Survey Map No. 2263, being a part of the Southeast ¼ of the Northwest ¼ of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.**



Creekview Estates  
Storm Water Management Practice  
Maintenance Agreement

Document Number

Riversview Development, LLC, as "Owner" of the property described below, in accordance with State and the Village of Caledonia Code of Ordinances agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Management Plan conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

**Exhibit A:** Legal Description of the real estate for which this Agreement applies ("Property").

**Exhibit B:** Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

**Exhibit C:** Wet Pond Outlet Structure

**Exhibit C:** Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Name and Return Address

Riversview Development, LLC  
8338 Corporate Drive  
Mount Pleasant, WI 53406

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in Exhibit B.
2. The Owner shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. The Village of Caledonia, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. Upon written notification by Village of Caledonia or their designee, the Owner shall, at their own cost and within a reasonable time period determined by the Village of Caledonia, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village of Caledonia and complete any maintenance or repair work recommended in the report. The Owner shall be liable for the failure to undertake any maintenance or repairs.
4. Upon notification by the Village of Caledonia of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Caledonia.
5. If the Responsible Party does not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the Village of Caledonia is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Caledonia, no notice shall be required prior to the Village of Caledonia performing emergency maintenance or repairs. The Village of Caledonia may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns.

**51-04-04-23-21-040-030**

Parcel Identification Number(s) – (PIN)

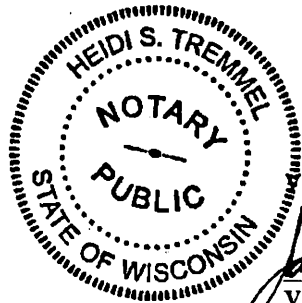
Owner: Riversum Development, LLC.

Raymond C. Claffier

By: M.H. Bell

STATE OF WISCONSIN )  
 ) ss.  
RACINE COUNTY )

Personally came before me this 30th day of October, 2018, the above named Raymond Claffier, to me known to be the person who executed the foregoing instrument and acknowledged the same.



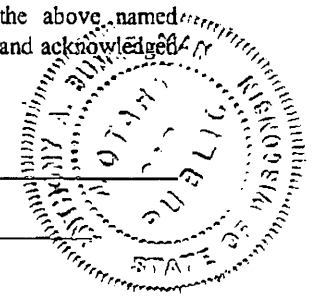
Heidi S. Tremmel  
Notary Public, State of Wisconsin  
My Commission expires 2/7/22

Village of Caledonia:

James R. Dobbs  
Village President

STATE OF WISCONSIN )  
 ) ss.  
RACINE COUNTY )

Personally came before me this 19 day of November, 2018, the above named James R. Dobbs, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Anthony A. Bunkel  
Notary Public, State of Wisconsin  
My Commission July 26, 2019

Village of Caledonia:

Ann Marie Forkelsen  
Village Clerk

This document was drafted by:

Pinnacle Engineering Group  
15850 West Bluemound Road  
Suite 210  
Brookfield, WI 53005

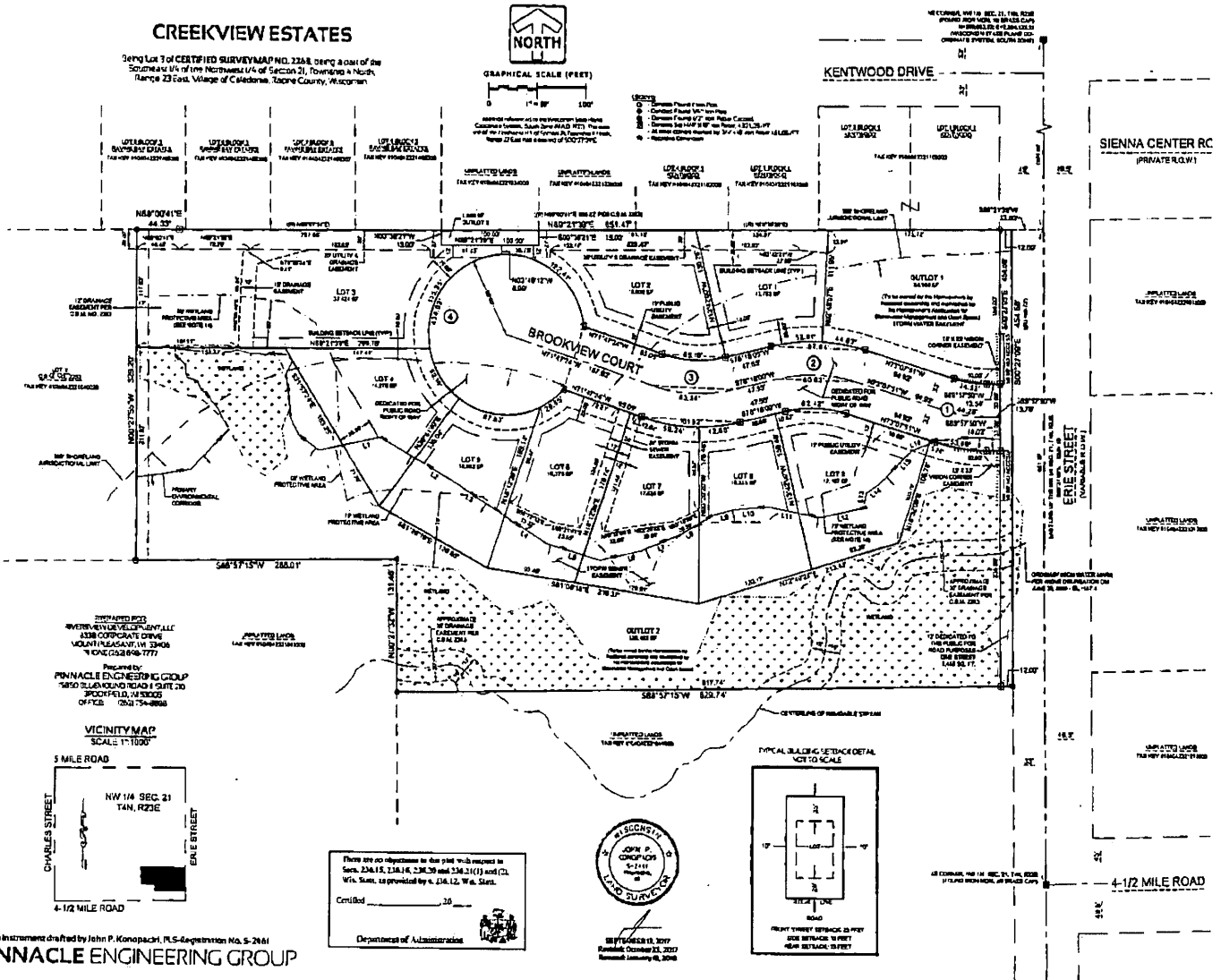
# Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Plan. For a larger scale view of the referenced document, contact the Village of Caledonia.

**Project Name:** Creekview Estates

**Map Produced By:** Pinnacle Engineering Group

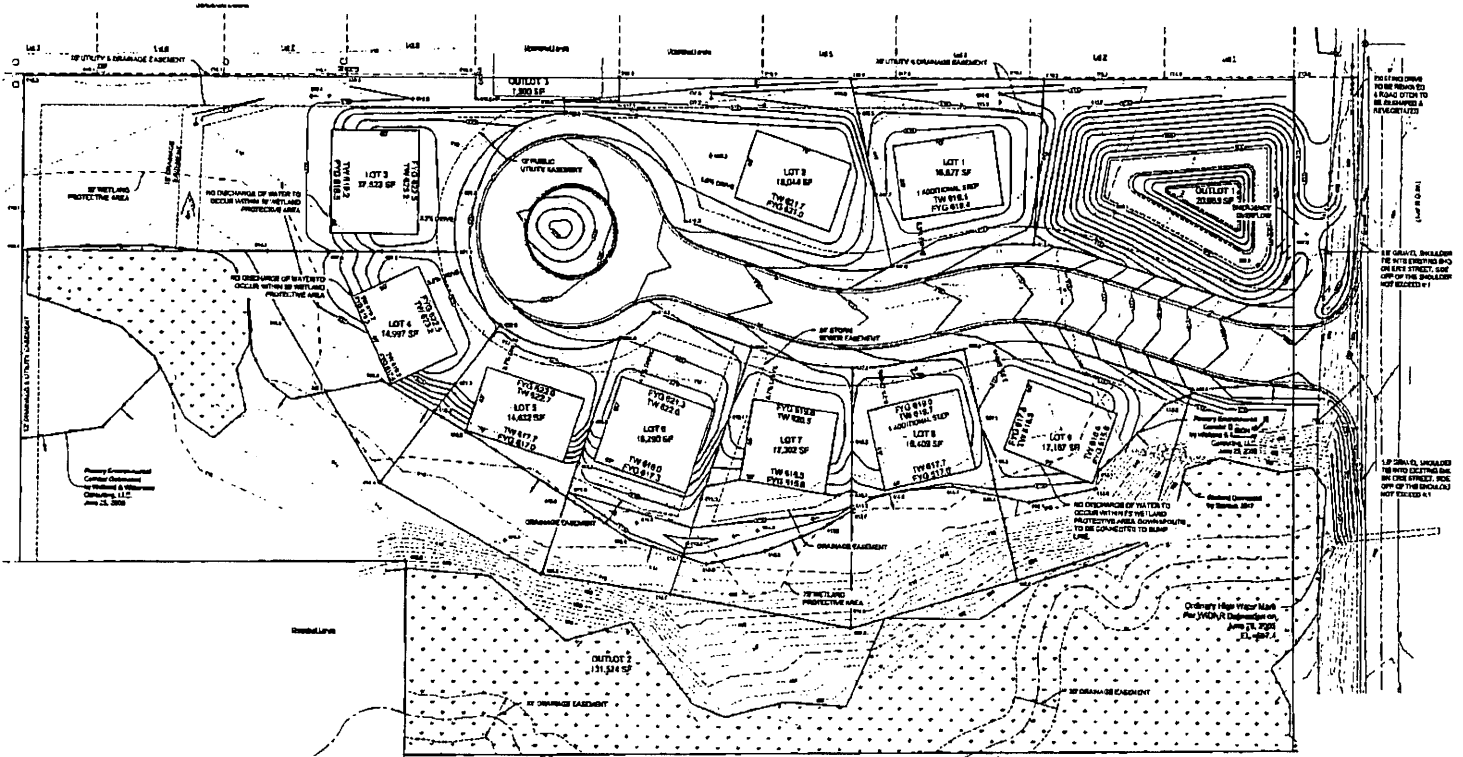
**Location:** Being Lot 3 of Certified Survey Map No. 2263, being a part of the Southeast ¼ of the Northwest ¼ of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.



# Exhibit B – Wet Pond Overall Drainage & Grading Plan

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plans, as shown below. The practices include water quality basins, spillways, earthen berms and other components of these practices.

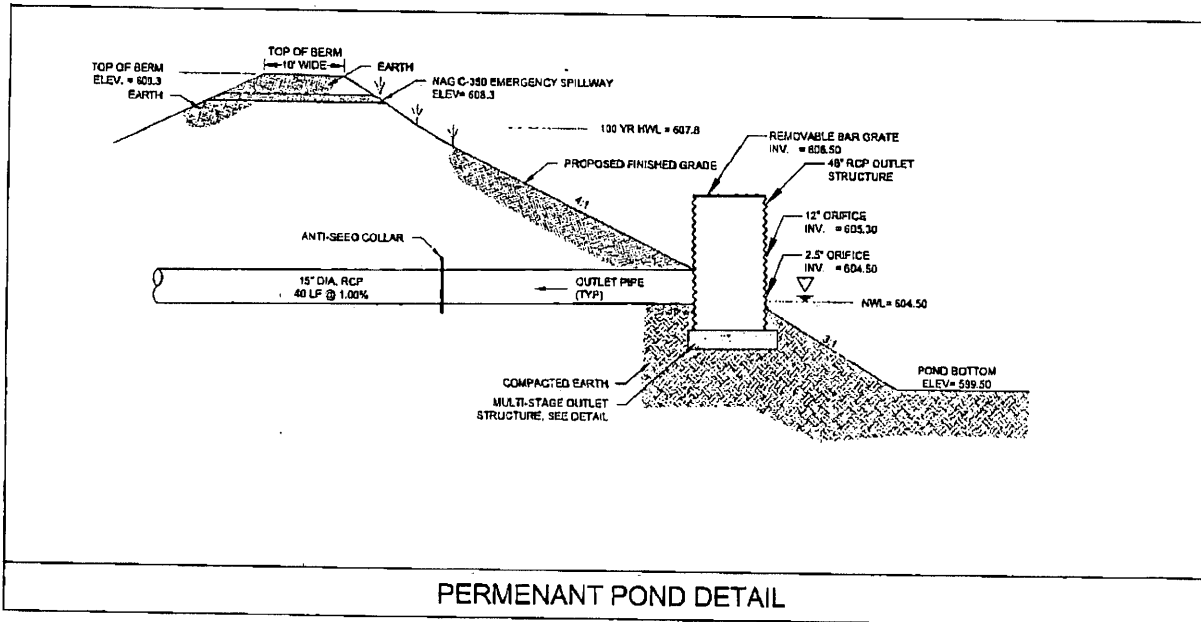
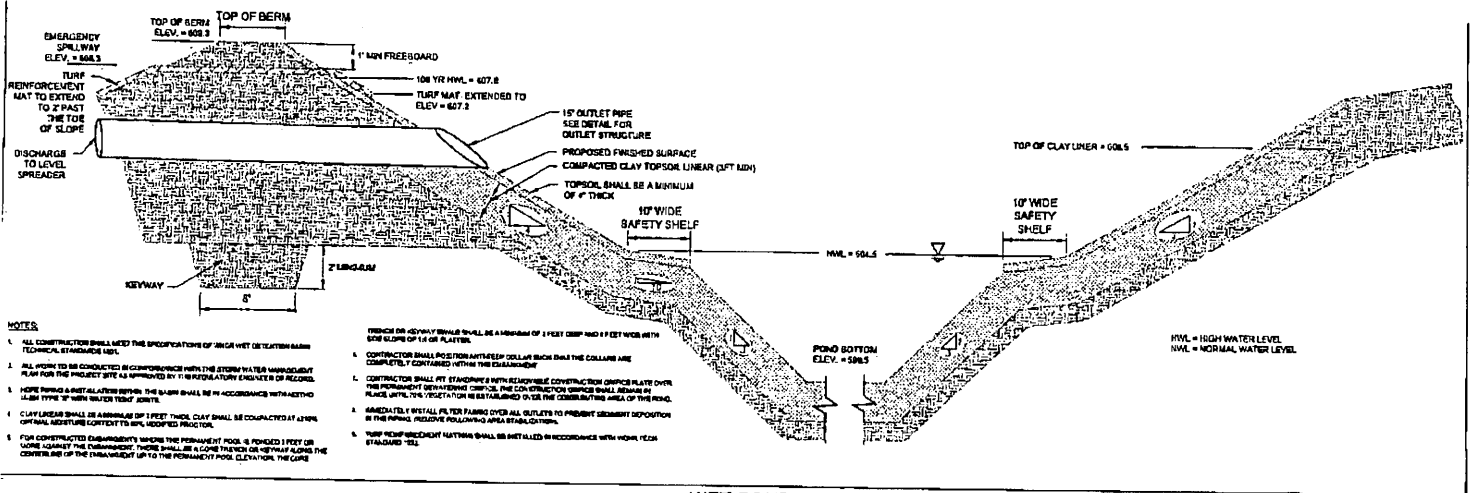
**Project Name:** Creekview Estates  
**Storm water Practices:** Wet Pond  
**Location of Practices:** North Portion of Site



## Exhibit C – Wet Pond Outlet Structure

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plans, as shown below. The practices include water quality basins, spillways, earthen berms and other components of these practices.

**Project Name:** Creekview Estates  
**Storm water Practices:** Wet Pond  
**Location of Practices:** North Portion of Site





## Exhibit D

### Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibits A through D and prescribes the minimum maintenance requirements to remain compliant with this Plan. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

#### WET DETENTION BASINS

##### System Description:

The wet pond is designed to remove at least 80% of the Total Suspended Solids (TSS) in the site runoff and to reduce pre-development downstream peak flows. To function correctly, the pond size, water level and outlet structures must be maintained as specified in this Plan (see Exhibits A through D).

Creekview Estates is a proposed subdivision development. The project is located on Erie Street in the Village of Caledonia, Racine County, Wisconsin.

##### Minimum Maintenance Requirements:

To ensure the proper function of the storm water management practices described above, the following activities must be completed:

1. All outlet structures and pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the orifices and the trash rack on the risers in the main part of the wet pond. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked at least twice yearly (spring and fall) and after heavy rains for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces re-growth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
6. The wet pond is to be cleaned out prior to the depth of sediment reaching the dewatering hole. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
7. No grading or filling of the wet pond or berms other than for sediment removal is allowed, unless otherwise approved by the Village of Caledonia.
8. To promote more effective infiltration, mowing in the drainage ways, detention basins, and wetland fringe areas should be minimized. If mowing is deemed necessary, the mowing heights should be no shorter than six (6) inches. Restricting any mowing to late summer or autumn will minimize mortality to ground nesting birds. To discourage the presence of nuisance waterfowl (i.e. Canada Geese), a minimum 30-foot wide no-mow fringe shall be maintained around all detention basins, where possible.
9. After Vegetation is 70% established, the use of herbicides/pesticides is to be discontinued along the swales & basins.