

RESOLUTION NO. 2018-127

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A STORMWATER EASEMENT AGREEMENT WITH NCS LLC FOR CASCADE RIDGE

WHEREAS, the Caledonia Utility District has approved a Storm Water Management Plan and a Site Grading & Drainage Plan for Cascade Ridge for the construction of improvements for the subdivision located at the end of Dutchess 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 Cascade Ridge, a Stormwater Easement Agreement shall be granted over the Drainage Facilities.

WHEREAS, the Owner/Developer, NCS, 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 19th day of November, 2018.

VILLAGE OF CALEDONIA

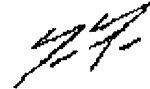
By: James R Dobbs
James R Dobbs, Village President

Attest: Karie Torkilsen
Karie Torkilsen, Village Clerk

**MUNICIPAL SANITARY SEWER
AND STORMWATER EASEMENT
AGREEMENT**
Title of Document

Document Number

Document # **2514228**
RACINE COUNTY REGISTER OF DEEDS
February 19, 2019 02:22 PM



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

Pages: 18

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

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

300-18

51-104-04-23-30-089-010

(Parcel Identification Number)

**MUNICIPAL SANITARY SEWER
AND STORMWATER EASEMENT
AGREEMENT**
Title of Document

Document Number

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

We are returning your **ORIGINAL document**.
It has been recorded **electronically**.
The recording information is shown on the
attached copy. Keep both documents
with your Real Estate records.

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

300-18

51-104-04-23-30-089-010

(Parcel Identification Number)

(JMB Draft: 10/26/18)

MUNICIPAL SANITARY SEWER
AND STORMWATER EASEMENT AGREEMENT

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

- a) NCS, 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 SEWER UTILITY DISTRICT and/or the VILLAGE OF CALEDONIA STORMWATER UTILITY DISTRICT, being two separate utility districts 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 jointly and severally referred to as the "Municipal Utility District" in the singular tense, and/or the "Sewer Utility District" or the "Stormwater Utility District", as may be appropriate).

2. Easements Granted. Developer hereby grants to the Village and the Municipal Utility District the below-described sanitary sewer easement and stormwater easement on its Property, to operate, maintain, repair, and/or replace sanitary sewer mains (“Sanitary Sewer Mains”), stormwater facilities (“Stormwater Facilities”), and the related infrastructure to the same, in, on, and under the easement areas hereafter described on the Property. SPECIAL NOTE: Under the Development Agreement previously entered into by the parties hereto, Developer is, through its own private contractor, installing Stormwater Facilities in the below-described Stormwater Easement Area, and once that private project is completed and the said privately-constructed facilities are accepted by the Village and the Municipal Utility District, then this present Agreement shall apply to those Stormwater Facilities.

3. Sanitary Sewer Easement. Attached hereto as Exhibit X is a legal description and diagram showing the Sanitary Sewer Easement Area granted by Developer on the Property to the Village and the Sewer Utility District.

4. Access to Sanitary Sewer Easement Area. The Village, the Sewer 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 Sanitary Sewer Easement Area, at such times as the Village and/or the Sewer Utility District may see fit, for the purpose of exercising the easement rights granted herein.

5. Restrictions on Owner. Developer shall not construct (nor allow any third party to construct) any type of structure and/or place any type of object or materials in, over, under, on, or upon the Sanitary Sewer Easement Area, and shall not materially impede or obstruct the exercise of the easement rights granted hereunder. Notwithstanding the foregoing, however, Developer (and/or its assignee, successor(s) in title, or tenant) may construct, install, and

maintain pedestrian pathways, landscaping, driveways, parking lots, and/or roadways over the Sanitary Sewer Easement Area, provided that such construction and use does not damage the Sanitary Sewer Main located in the Sanitary Sewer Easement Area.

6. Stormwater Easement. Attached hereto as Exhibit Y is (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.

7. 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.

8. 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.

9. 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 (i) restore any disturbed portion of the natural vegetation and/or landscaping of such Easement Areas by seeding the same with grass seed, and (ii) repair and restore any pedestrian pathways,

driveways, parking lots, and/or roadways (to its previously existing condition) located in the Sanitary Sewer Easement Area that may be damaged during the course of the exercise of these present easement rights by the Village/Municipal Utility District.

10. 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 Sanitary Sewer Easement Area or 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).

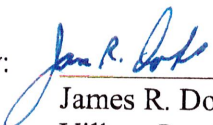
11. Governing Law. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin. The venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

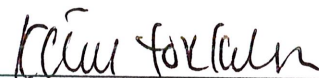
12. Stormwater Maintenance. Attached hereto as Exhibit Z is a document entitled "Cascade Ridge Storm Water Management Practice Maintenance Agreement". This document shall be, and through this Agreement, hereby is, a restrictive covenant (the "Restrictive Covenant") on the Developer's Property (and on 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.

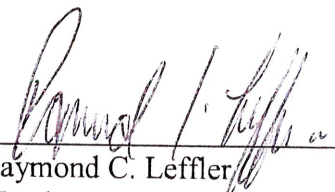
13. Conflicting Provisions. This Agreement, the above-noted Restrictive Covenants, and the Development Agreement shall be read and interpreted in conformity with each other, giving effect to all of their respective terms and provisions to the fullest extent reasonably feasible. In the event of any conflict between the said terms and provisions of the three documents, however, then the terms and provisions that are (i) more restrictive to Developer (and/or Developer's successors and/or assigns in title), and/or (ii) impose additional duties and obligations on Developer (and/or Developer's successors and/or assigns in title) shall apply and control.

VILLAGE:
Village of Caledonia


By: 
James R. Dobbs
Village President

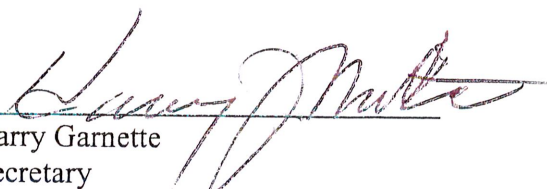
Attest: 
Karie Torkilsen
Village Clerk

DEVELOPER:
NCS, LLC

By: 
Raymond C. Leffler
Member

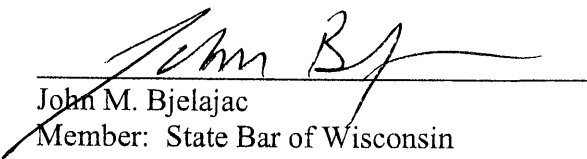
MUNICIPAL UTILITY DISTRICT:
The Village of Caledonia Sewer Utility District and the Village of Caledonia Stormwater Utility District

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 Sewer Utility District and the Village of Caledonia Stormwater Utility District, authenticated this 26th 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)

Exhibit W – 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: **Cascade Ridge**

Map Produced By: **Pinnacle Engineering Group**

Location: **Being part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.**

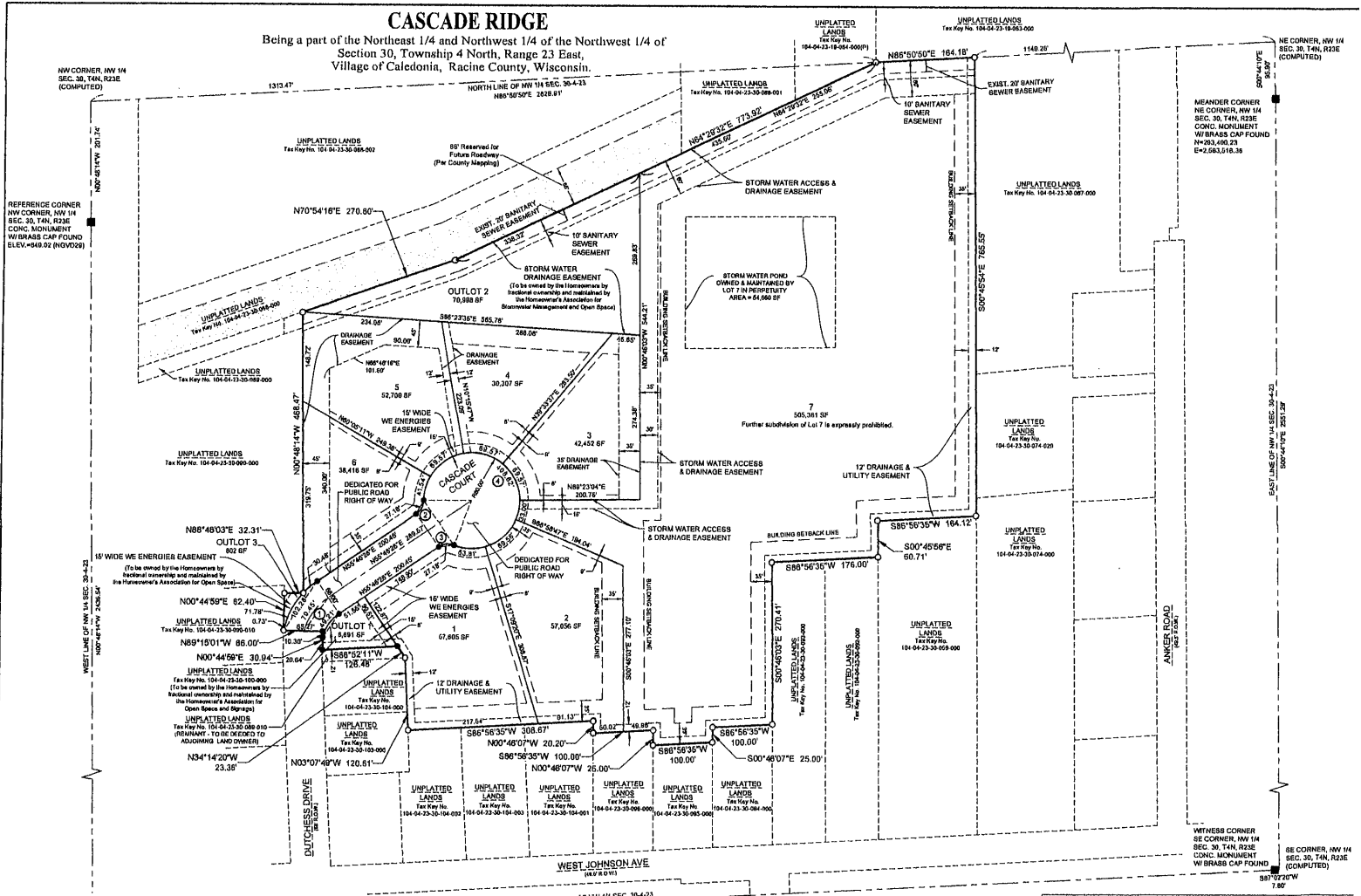


Exhibit X – Sanitary System Easement

LEGAL DESCRIPTION:

Being a part of Lot 5, Lot 7 and Outlot 2, Cascade Ridge, being subdivision in the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the northeast corner of Lot 7, Cascade Ridge; thence South 00°45'54" East along the east line of said Lot 7, 20.02 feet to the Point of Beginning;

Thence continue South 00°45'54" East along said east line of Lot 7, 10.01 feet; thence South 86°50'50" West, 157.00 feet; thence South 64°29'32" West, 769.67 feet; thence South 70°54'16" West, 282.19 feet to the west line of Lot 5, Cascade Ridge; thence North 00°48'14" West along said west line, 10.53 feet; thence North 70°54'16" East, 278.33 feet; thence North 64°29'32" East, 771.09 feet; thence North 86°50'50" East, 159.39 feet to the Point of Beginning.

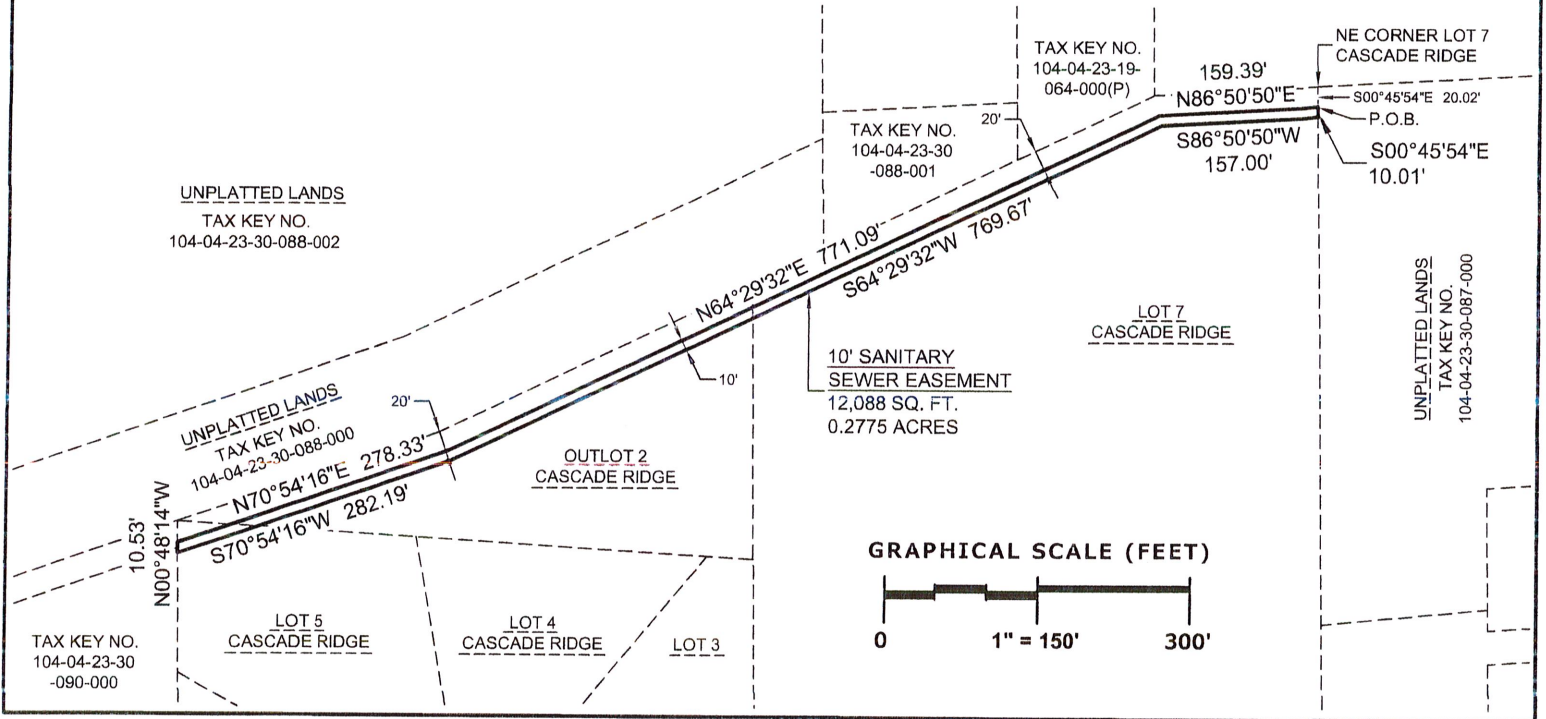
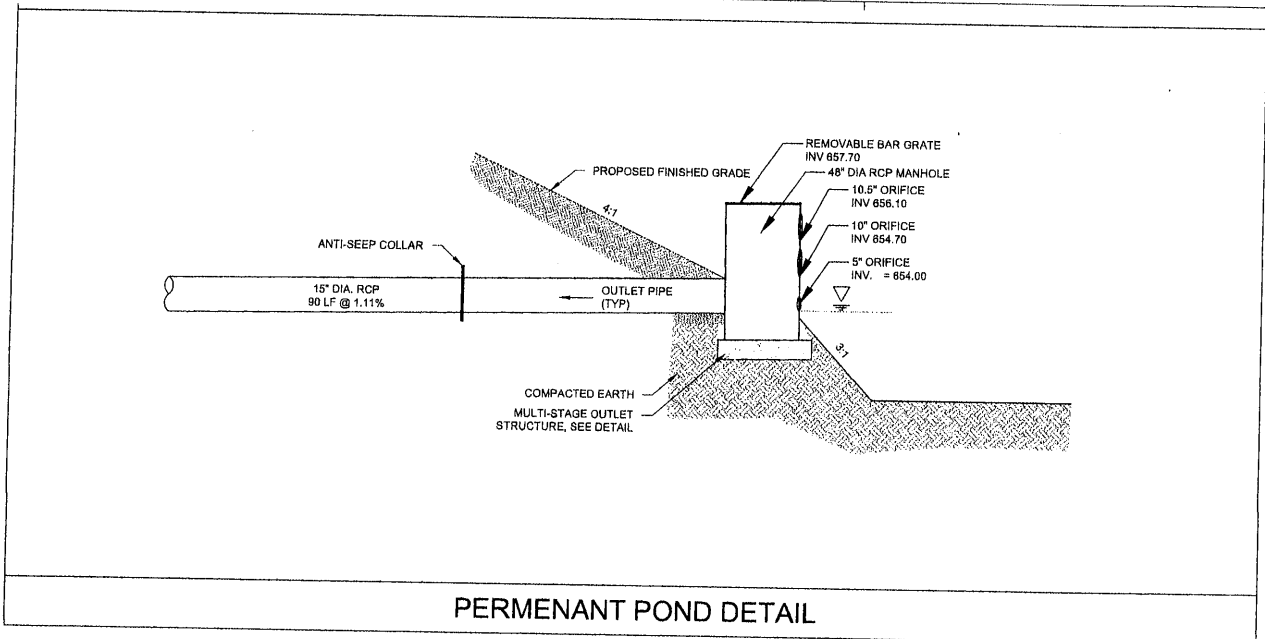
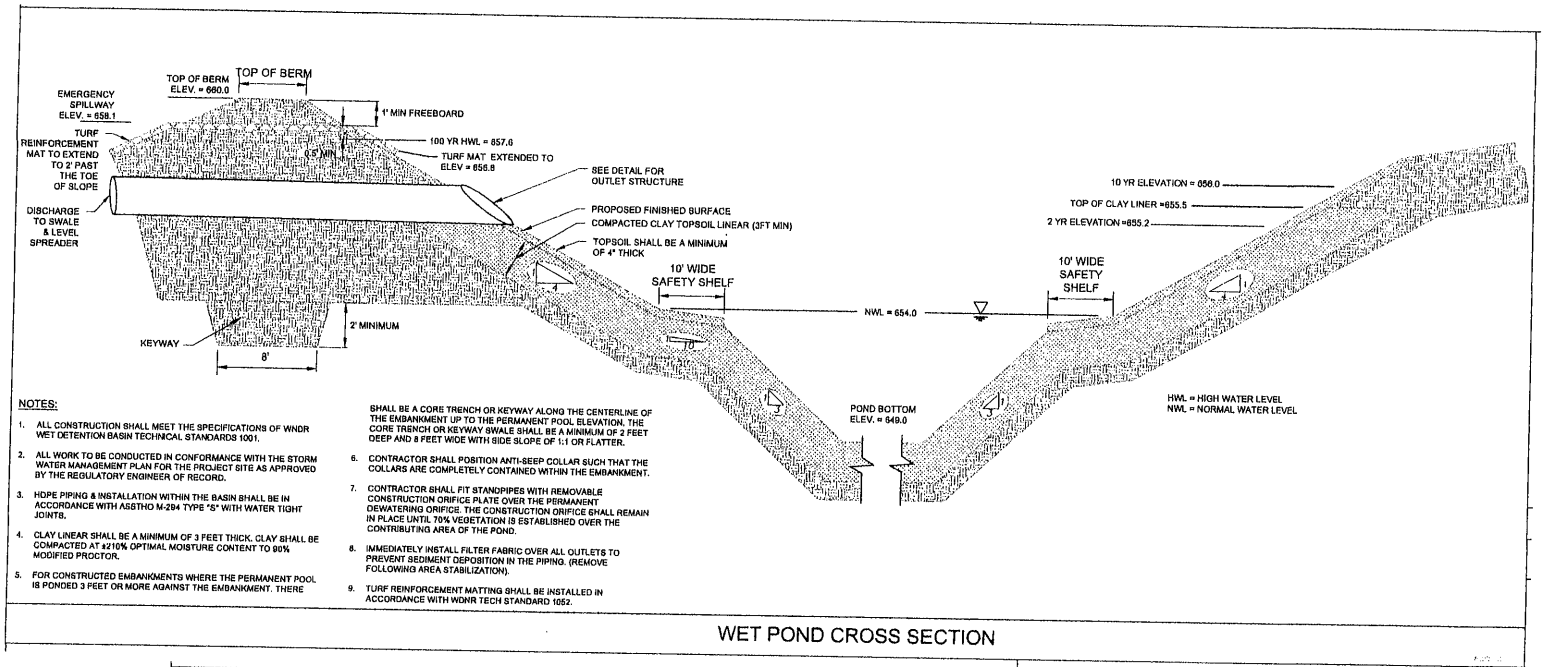


Exhibit Y – Wet Pond Outlet Structure

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: Cascade Ridge
Storm water Practices: Wet Pond
Location of Practices: North Portion of Site



Cascade Ridge
Storm Water Management Practice
Maintenance Agreement

Document Number

NCS, 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: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Name and Return Address

NCS, 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.

104-04-23-30-089-010
Parcel Identification Number(s) – (PIN)

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: **Cascade Ridge**

Map Produced By: **Pinnacle Engineering Group**

Location: **Being part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.**

CASCADE RIDGE

Being a part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

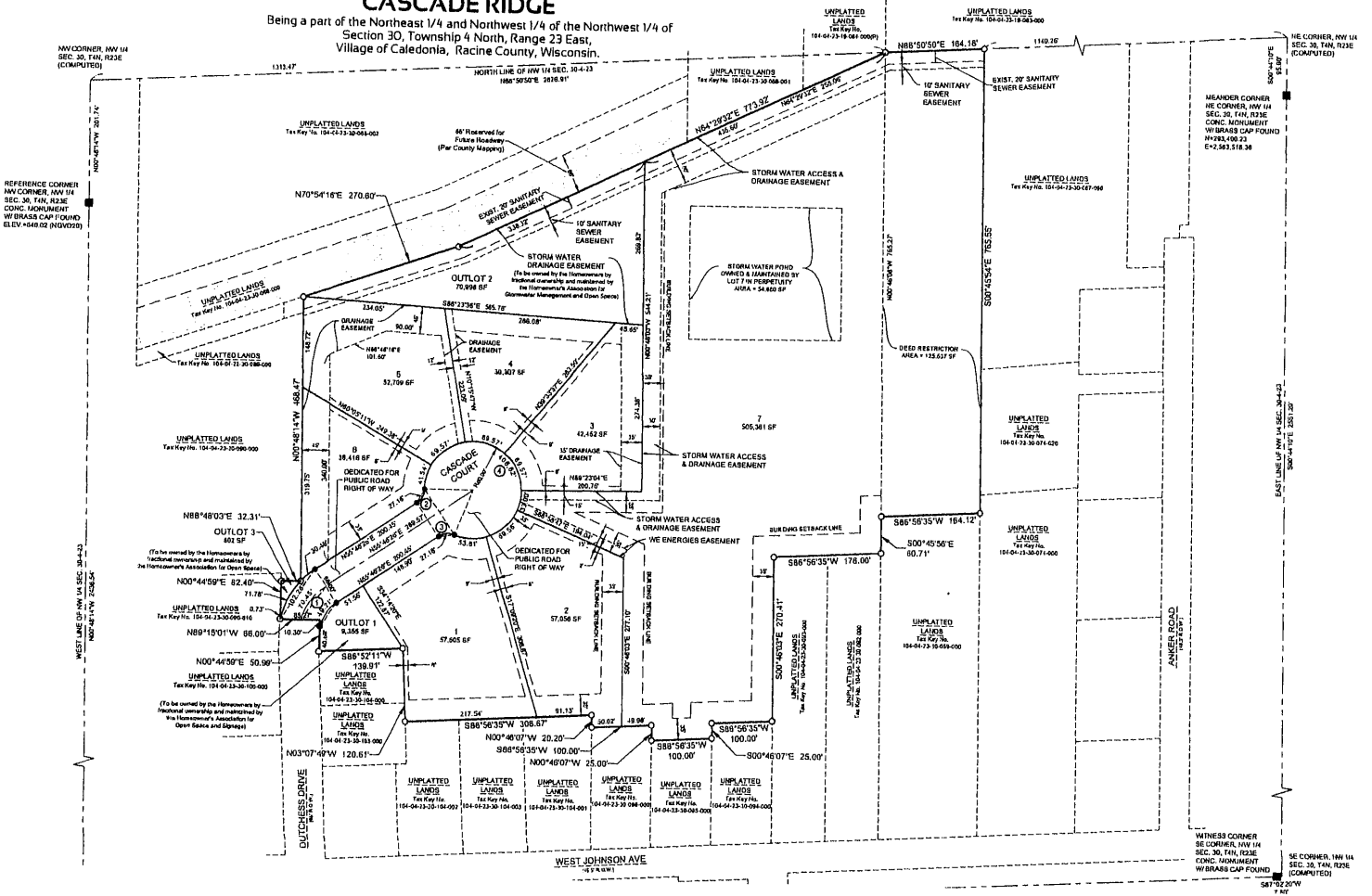


Exhibit B – Wet Pond Outlet Structure

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: Cascade Ridge
Storm water Practices: Wet Pond
Location of Practices: North Portion of Site

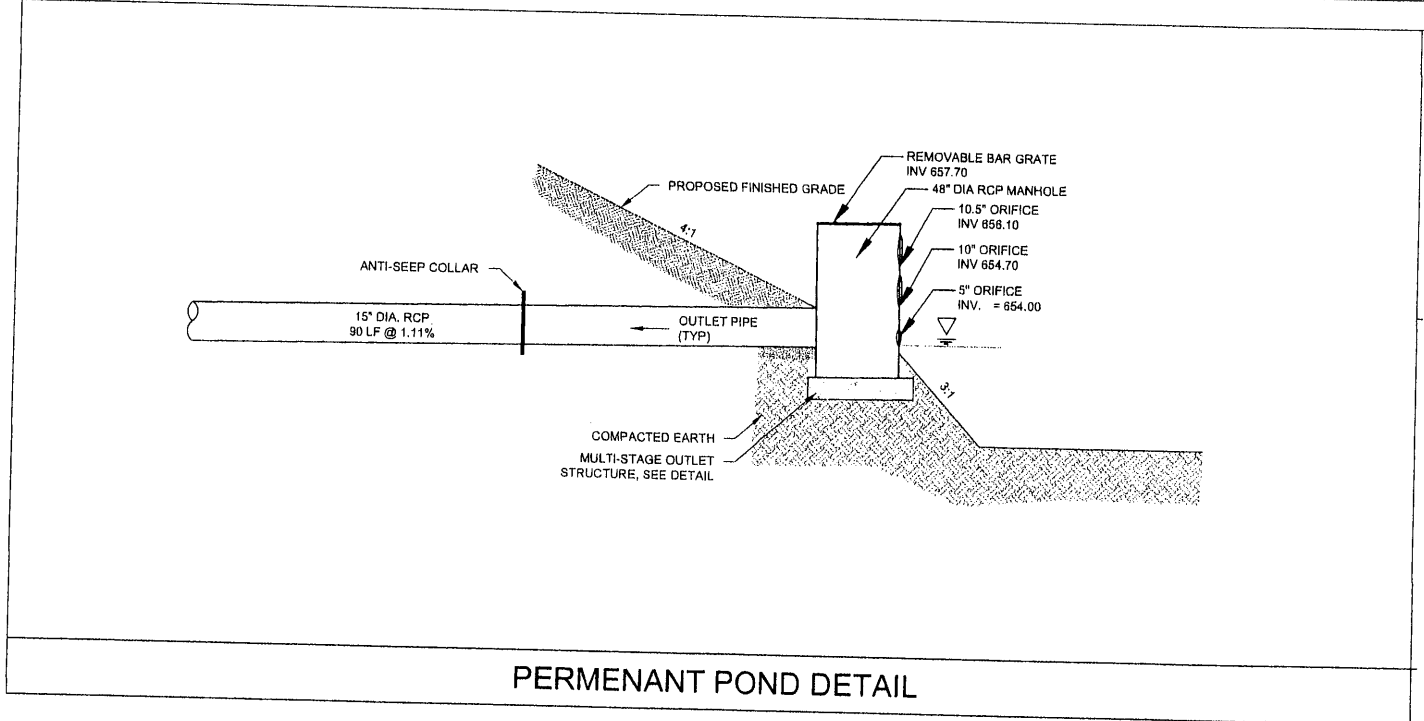
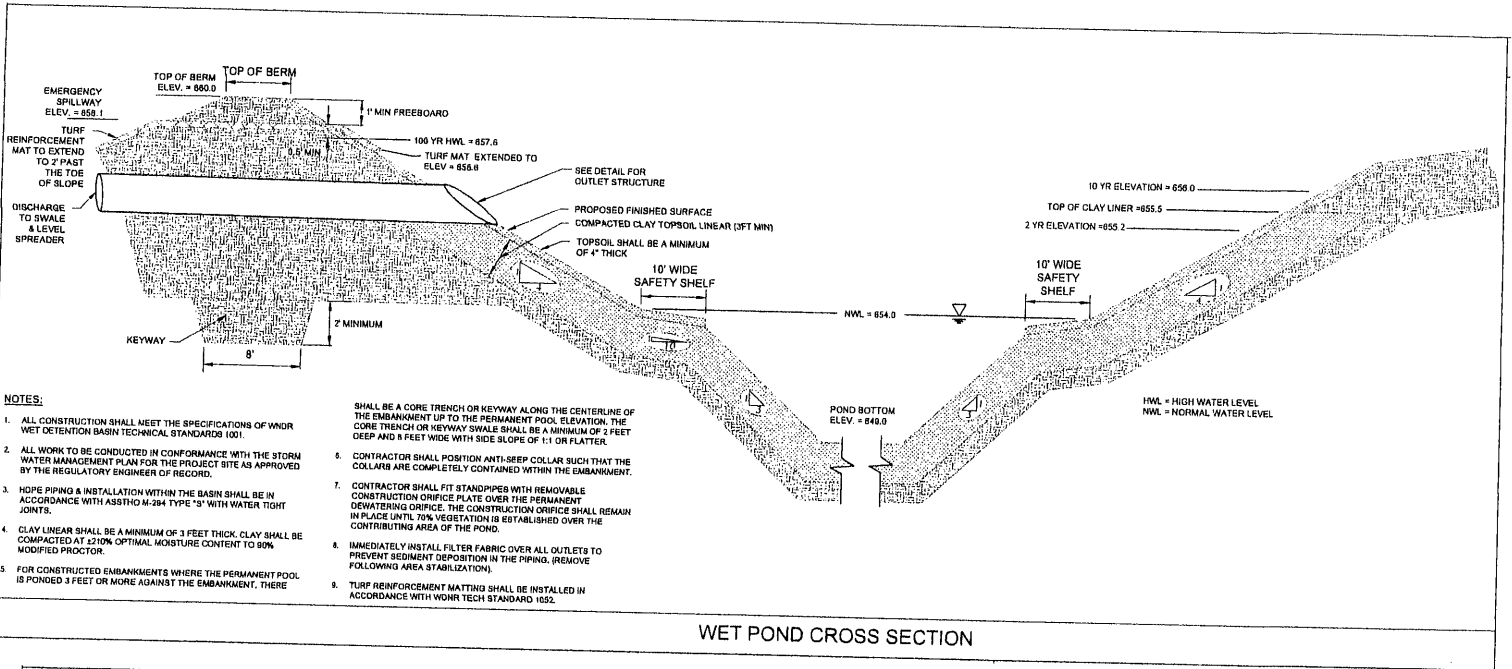


Exhibit C

Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibits B 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 B through E).

Cascade Ridge is a proposed subdivision development. The project is located on Dutchess Drive 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.