MEMORANDUM

Date: March 19, 2025

- To: Plan Commission Village Board
- From: Ryan Schmidt, P.E. Village Engineer



Re: Homestead Acres Phase 1 - Final Plat

Recommended Motion

That the Plan Commission recommends to the Village Board to approve the Final Plat for the Homestead Acres subdivision subject to the 7 conditions listed in Exhibit A of this report.

Background Information

The Village Planning Department and Engineering Department has received a Final Plat for Phase 1 of the Homestead Acres subdivision located at Dunkelow & Long Furrow Road. The proposed subdivision phase includes 21 lots at the northeast corner of the parcel. The total subdivision as proposed is for 80 lots and 106 dwelling units (54 single family and 21 2-family). The first 21 lots are all single family lots and proposed to be along newly constructed public roadways.

The Homestead Acres Amended Preliminary Plat was approved by the Village Board on February 13, 2024 after it was initially approved back in 2005. The property exceeded the 40% Open Space and includes a conservation easement over these open spaces (primarily wetland). The first phase as proposed also includes 2 Outlots containing stormwater ponds.

Zoning & Planning

Homestead Acres Phase I is zoned R-3 Suburban Residential PUD allowing flexible design and use of a reduced square footage and width in areas. The Village's Comprehensive Land Use Plan calls for Low Density Residential. The average lot size falls below the Land Use Plan but is allowed under the PUD. The Final Plat as proposed meets the zoning requirements as proposed.

Engineering

The first phase of the Final Plat was submitted with a completed set of engineering plans and storm water management plans that had previously been approved. Technical corrections will be reviewed and approved by Staff for construction as required. All other engineering-related improvements from the amended preliminary plat for this portion of the subdivision appear to have been met. There is only a slight change in the geometry of the proposed Farm Meadow Road Right-of-Way compared to what was initially accepted with the Preliminary Plat. This is due to an updated Wetland Delineation in 2024 which allowed the road to become more "straight" at its terminus. A copy of the updated wetland report shall be provided to the Village.

An executed Development Agreement, copy of the Stewardship Plan, Conservation Easement, and Restrictive Covenants will be required as a condition of acceptance for the Final Plat. Staff and the Developer are currently working with legal counsel and the Developer/Owner to complete this.

Utility

Homestead Acres is part of the Urban Service Area & Utility District. As mentioned above, Utility Plans and SWMP have been previously submitted and approved. The property includes two storm water ponds which have been held to more stringent standards than other areas in the Village (specifically the reduction of the 100-year post-developed condition down to the 2 year pre-developed). The developer has approvals for the extension of Sanitary Sewer and Watermain per the Wisconsin DNR and Racine Wastewater Utility from 2019. All other Utility requirements have been met.

Environmental

A wetland delineation was performed in 2018 and now in 2024 as mentioned above. They are shown and the updated 2024 report needs to be submitted to the Village. The OHWM has been highlighted with the required 75' zoning setback and 300' shoreland setback.

Village Staff has reviewed the first phase of the Homestead Acres Final Plat and recommends the motion listed at the top of the page subject to the 7 conditions attached in Exhibit A.

Exhibit A

Conditions of approval for the proposed first phase Final Plat of Homestead Acres Subdivision:

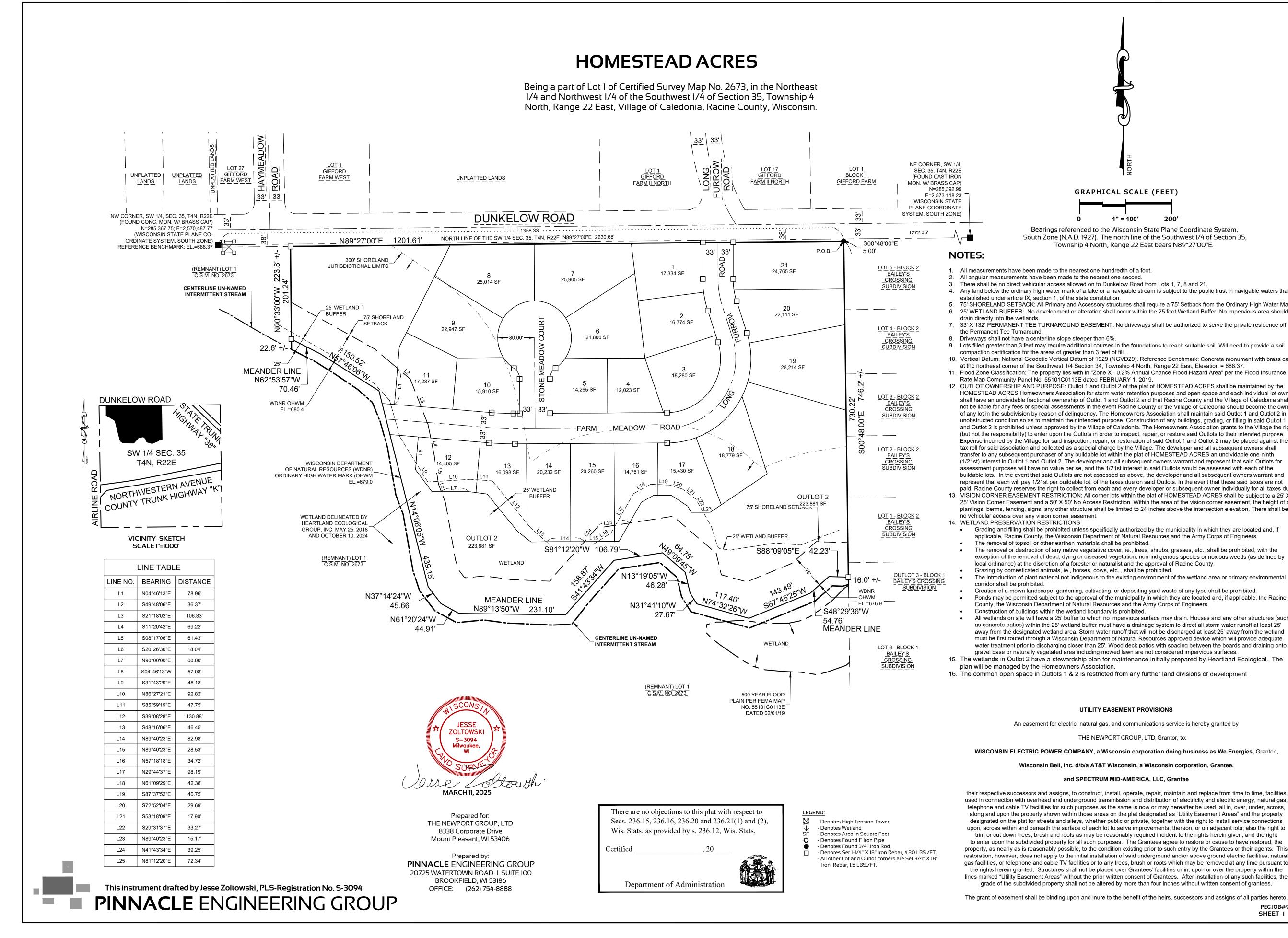
- 1. The Developer executes a Development Agreement with the Village for the proposed phase and all subsequent phases prior to the issuance of any building permits.
- 2. The Developer provides the Stewardship Plan, Conservation Easement, and Restrictive Covenants for review and approval by the Village prior to the recording of the Final Plat.
- 3. The Developer submits and gets all DOA approvals and signatures as required by Wisconsin State Statutes 236.
- 4. Prior to any construction or earthmoving activities, the Developer or his/her Contractor shall obtain a Land Disturbance Permit with the Village and DNR.
- 5. The Developer shall obtain all State or County Permits as required.
- 6. Final As-Builts for all infrastructure shall be prepared, submitted, reviewed, and approved prior to the release of any building permits.
- 7. The Developer shall ensure the Homestead Acres subdivision conforms to all Ordinances in Title 9, 14, and 18.

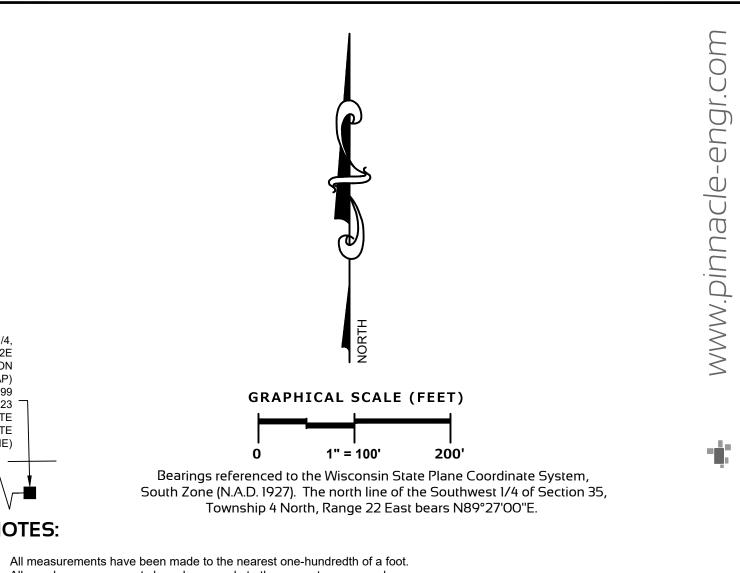


NORTHWESTERN AVE PROPERTY 104-04-22-35-029-030









4. Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is 75' SHORELAND SETBACK: All Primary and Accessory structures shall require a 75' Setback from the Ordinary High Water Mark.

6. 25' WETLAND BUFFER: No development or alteration shall occur within the 25 foot Wetland Buffer. No impervious area should

compaction certification for the areas of greater than 3 feet of fill. 10. Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Reference Benchmark: Concrete monument with brass cap at the northeast corner of the Southwest 1/4 Section 34, Township 4 North, Range 22 East, Elevation = 688.37.

11. Flood Zone Classification: The property lies with in "Zone X - 0.2% Annual Chance Flood Hazard Area" per the Flood Insurance Rate Map Community Panel No. 55101C0113E dated FEBRUARY 1, 2019. 12. OUTLOT OWNERSHIP AND PURPOSE: Outlot 1 and Outlot 2 of the plat of HOMESTEAD ACRES shall be maintained by the

HOMESTEAD ACRES Homeowners Association for storm water retention purposes and open space and each individual lot owner shall have an undividable fractional ownership of Outlot 1 and Outlot 2 and that Racine County and the Village of Caledonia shall not be liable for any fees or special assessments in the event Racine County or the Village of Caledonia should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said Outlot 1 and Outlot 2 in an unobstructed condition so as to maintain their intended purpose. Construction of any buildings, grading, or filling in said Outlot 1 and Outlot 2 is prohibited unless approved by the Village of Caledonia. The Homeowners Association grants to the Village the right (but not the responsibility) to enter upon the Outlots in order to inspect, repair, or restore said Outlots to their intended purpose. Expense incurred by the Village for said inspection, repair, or restoration of said Outlot 1 and Outlot 2 may be placed against the

tax roll for said association and collected as a special charge by the Village. The developer and all subsequent owners shall transfer to any subsequent purchaser of any buildable lot within the plat of HOMESTEAD ACRES an undividable one-ninth (1/21st) interest in Outlot 1 and Outlot 2. The developer and all subsequent owners warrant and represent that said Outlots for assessment purposes will have no value per se, and the 1/21st interest in said Outlots would be assessed with each of the buildable lots. In the event that said Outlots are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/21st per buildable lot, of the taxes due on said Outlots. In the event that these said taxes are not paid, Racine County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due. 13. VISION CORNER EASEMENT RESTRICTION: All corner lots within the plat of HOMESTEAD ACRES shall be subject to a 25' X 25' Vision Corner Easement and a 50' X 50' No Access Restriction. Within the area of the vision corner easement, the height of all plantings, berms, fencing, signs, any other structure shall be limited to 24 inches above the intersection elevation. There shall be

Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. The removal of topsoil or other earthen materials shall be prohibited.

• The removal or destruction of any native vegetative cover, ie., trees, shrubs, grasses, etc., shall be prohibited, with the exception of the removal of dead, dying or diseased vegetation, non-indigenous species or noxious weeds (as defined by local ordinance) at the discretion of a forester or naturalist and the approval of Racine County. Grazing by domesticated animals, ie., horses, cows, etc.., shall be prohibited.

The introduction of plant material not indigenous to the existing environment of the wetland area or primary environmental

Creation of a mown landscape, gardening, cultivating, or depositing yard waste of any type shall be prohibited. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. Construction of buildings within the wetland boundary is prohibited.

All wetlands on site will have a 25' buffer to which no impervious surface may drain. Houses and any other structures (such as concrete patios) within the 25' wetland buffer must have a drainage system to direct all storm water runoff at least 25' away from the designated wetland area. Storm water runoff that will not be discharged at least 25' away from the wetland must be first routed through a Wisconsin Department of Natural Resources approved device which will provide adequate water treatment prior to discharging closer than 25'. Wood deck patios with spacing between the boards and draining onto a gravel base or naturally vegetated area including mowed lawn are not considered impervious surfaces. 15. The wetlands in Outlot 2 have a stewardship plan for maintenance initially prepared by Heartland Ecological. The

16. The common open space in Outlots 1 & 2 is restricted from any further land divisions or development.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

THE NEWPORT GROUP, LTD, Grantor, to:

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee,

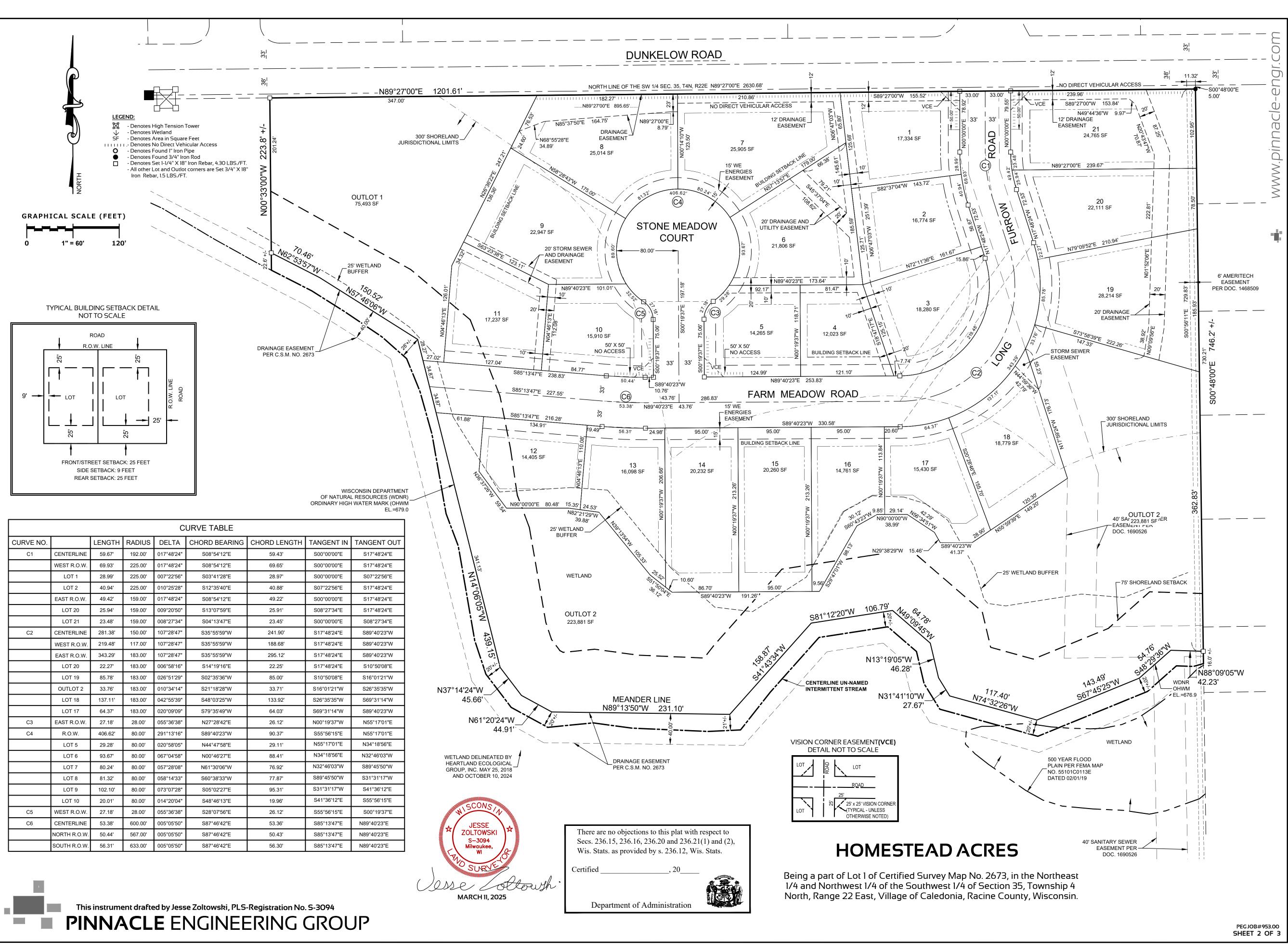
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee,

and SPECTRUM MID-AMERICA, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

PEG JOB#953.00 SHEET 1 OF 3



CURVE TABLE								
CURVE NO.		LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	CENTERLINE	59.67'	192.00'	017°48'24"	S08°54'12"E	59.43'	S00°00'00"E	S17°48'24"E
	WEST R.O.W.	69.93'	225.00'	017°48'24"	S08°54'12"E	69.65'	S00°00'00"E	S17°48'24"E
	LOT 1	28.99'	225.00'	007°22'56"	S03°41'28"E	28.97'	S00°00'00"E	S07°22'56"E
	LOT 2	40.94'	225.00'	010°25'28"	S12°35'40"E	40.88'	S07°22'56"E	S17°48'24"E
	EAST R.O.W.	49.42'	159.00'	017°48'24"	S08°54'12"E	49.22'	S00°00'00"E	S17°48'24"E
	LOT 20	25.94'	159.00'	009°20'50"	S13°07'59"E	25.91'	S08°27'34"E	S17°48'24"E
	LOT 21	23.48'	159.00'	008°27'34"	S04°13'47"E	23.45'	S00°00'00"E	S08°27'34"E
C2	CENTERLINE	281.38'	150.00'	107°28'47"	S35°55'59"W	241.90'	S17°48'24"E	S89°40'23"W
	WEST R.O.W.	219.48'	117.00'	107°28'47"	S35°55'59"W	188.68'	S17°48'24"E	S89°40'23"W
	EAST R.O.W.	343.29'	183.00'	107°28'47"	S35°55'59"W	295.12'	S17°48'24"E	S89°40'23"W
	LOT 20	22.27'	183.00'	006°58'16"	S14°19'16"E	22.25'	S17°48'24"E	S10°50'08"E
	LOT 19	85.78'	183.00'	026°51'29"	S02°35'36"W	85.00'	S10°50'08"E	S16°01'21"W
	OUTLOT 2	33.76'	183.00'	010°34'14"	S21°18'28"W	33.71'	S16°01'21"W	S26°35'35"W
	LOT 18	137.11'	183.00'	042°55'39"	S48°03'25"W	133.92'	S26°35'35"W	S69°31'14"W
	LOT 17	64.37'	183.00'	020°09'09"	S79°35'49"W	64.03'	S69°31'14"W	S89°40'23"W
C3	EAST R.O.W.	27.18'	28.00'	055°36'38"	N27°28'42"E	26.12'	N00°19'37"W	N55°17'01"E
C4	R.O.W.	406.62'	80.00'	291°13'16"	S89°40'23"W	90.37'	S55°56'15"E	N55°17'01"E
	LOT 5	29.28'	80.00'	020°58'05"	N44°47'58"E	29.11'	N55°17'01"E	N34°18'56"E
	LOT 6	93.67'	80.00'	067°04'58"	N00°46'27"E	88.41'	N34°18'56"E	N32°46'03"W
	LOT 7	80.24'	80.00'	057°28'08"	N61°30'06"W	76.92'	N32°46'03"W	S89°45'50"W
	LOT 8	81.32'	80.00'	058°14'33"	S60°38'33"W	77.87'	S89°45'50"W	S31°31'17"W
	LOT 9	102.10'	80.00'	073°07'28"	S05°02'27"E	95.31'	S31°31'17"W	S41°36'12"E
	LOT 10	20.01'	80.00'	014°20'04"	S48°46'13"E	19.96'	S41°36'12"E	S55°56'15"E
C5	WEST R.O.W.	27.18'	28.00'	055°36'38"	S28°07'56"E	26.12'	S55°56'15"E	S00°19'37"E
C6	CENTERLINE	53.38'	600.00'	005°05'50"	S87°46'42"E	53.36'	S85°13'47"E	N89°40'23"E
	NORTH R.O.W.	50.44'	567.00'	005°05'50"	S87°46'42"E	50.43'	S85°13'47"E	N89°40'23"E
	SOUTH R.O.W.	56.31'	633.00'	005°05'50"	S87°46'42"E	56.30'	S85°13'47"E	N89°40'23"E

HOMESTEAD AC	RES
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Being a part of Lot 1 of Certified Survey Map No. 2673, in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

OWNER'S CERTIFICATE

THE NEWPORT GROUP, LTD, a Limited 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 company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

THE NEWPORT GROUP, LTD, as owner, does further certify that this certified survey map is required by s.236.10 or s 236.12 of the Wisconsin State Statutes to be submitted to the following for approval:

2025.

1. Village of Caledonia

County of Racine
Department of Administration

IN WITNESS WHEREOF, the said THE NEWPORT GROUP, LTD, has caused these presents to be signed by (name - print) , (title), at (city)

County, Wisconsin, on this _____ day of _____

In the presence of: THE NEWPORT GROUP, LTD

Name (signature) - Title

STATE OF WISCONSIN)

Personally came before me this ______ day of ______, 2025, (name) ______, (title) ______, (title) ______, of the above named THE NEWPORT GROUP, LTD, to me known to be the person who executed the foregoing instrument, and to me known to be such _______ (title) of said limited company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited company, by its authority.

Notary Public Name:______ State of Wisconsin

My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the ______above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said ______, has caused these presents to be signed by ______, its Senior Vice-President, and its corporate seal to be hereunto affixed this ______ day of ______, 2025.

Date

Senior Vice-President

STATE OF WISCONSIN)

Personally came before me this _____ day of _____, 2025, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public	
Name:	
State of Wisconsin	
My Commission Expires	

My Commission Expires: _____

VILLAGE OF CALEDONIA CERTIFICATE

RESOLVED that the plat of HOMESTEAD ACRES in the Village of Caledonia, is hereby approved by the Village Board of the Village of Caledonia.

Date

Jennifer Bass, Village Clerk

CERTIFICATE OF VILLAGE FINANCE DIRECTOR

STATE OF WISCONSIN) RACINE COUNTY) SS

I, Wayne Krueger, being duly elected, appointed, qualified and acting Village of Caledonia Finance Director do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ day of ______, 2025 on any of the land included in the Plat of HOMESTEAD ACRES.

Date

Wayne Krueger, Village of Caledonia Finance Director

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN) RACINE COUNTY) SS

I, Jeff Latus, being duly elected, qualified and acting Treasurer of Racine County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _______, 2025 affecting the lands included in the Plat of HOMESTEAD ACRES.

Data

Jeff Latus, County Treasurer

This instrument drafted by John P. Konopacki, PLS-Registration No. S-3094 **PINNACLE ENGINEERING GROUP**

