

**PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39th AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
JUNE 23, 2014**

AGENDA

1. Call to Order.
2. Roll Call.
3. Consider the minutes of the June 9, 2014 Plan Commission meeting.
4. Correspondence.
5. Citizen Comments.
6. New Business.
 - A. **PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT** for the request of Berwick Properties, Inc. owner of the properties located at 9000, 9020 and 9080 76th Street known as Prairie Ridge Market Place to amend the Prairie Ridge Planned Unit Development to remove the requirements that all wall signs shall be Cardinal Red (color #3M3630-53) except for a logo as approved by the Zoning Administrator.
 - B. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND TEXT AMENDMENTS** for the request of Ann Rhey on behalf of Extended Love Investments Properties LLP, owner of the property located at 9191 80th Street to rezone the property from I-1, Institutional District to I-1 (PUD), Institutional District with a Planned Unit Development Overlay District; and to amend the Prairie Ridge Planned Unit Development to allow Extended Love to place their name on the off-site entry monument sign within the Prairie Ridge Development adjacent to STH 50.
 - C. Consider approval of an **Assignment of Development Agreement** originally entered into between the Village and King's Cove, LLC in April 2006 and being assigned to Thomas Interests, Inc. who is the owner of Lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 of the Kings Cove Subdivision and who will be completing the development pursuant to the Development Agreement.
 - D. Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Final Plat Amendments to the Kings Cove Subdivision** related to access restrictions, future 115th Street connection being removed, amendments to the Dedication and Easement and Restrictive Covenants on the Final Plat.
 - E. Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of the **First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision.**
 - F. Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Lot Line Adjustment including revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision.**
7. Adjourn.

It is possible that members and possibly a quorum of members of other governmental bodies of the municipality may be in attendance in the above stated meeting to gather information; no action will be - taken by any other governmental body except the governing body noticed above.

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 39th Avenue, Pleasant Prairie, WI (262) 694-1400.

**PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
June 9, 2014**

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on June 9, 2014. Those in attendance were Thomas Terwall; Michael Serpe; Wayne Koessler; Andrea Rode (Alternate #2); Jim Bandura; John Braig; and Judy Juliana. Donald Hackbarth and Bill Stoebig (Alternate #1) were excused. Also in attendance were Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; and Peggy Herrick, Assistant Zoning Administrator.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CONSIDER THE MINUTES OF THE MAY 12, 2014 PLAN COMMISSION MEETING.**

John Braig:

Move approval.

Judy Juliana:

Second.

Tom Terwall:

IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY JUDY JULIANA TO APPROVE THE MINUTES OF THE MAY 12, 2014 MEETING AS PRESENTED IN WRITTEN FORM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- 4. CORRESPONDENCE.**
- 5. CITIZEN COMMENTS.**

Tom Terwall:

If you're here for an item that appears in the agenda as a matter for public hearing, and I think they all do, we would ask that you hold your comments until that public hearing is held so we can incorporate your comments as a part of the official record. However, if you want to raise an issue that's not on the agenda now would be your opportunity to do so. We would ask that you come to the microphone and begin by giving us your name and address. Is there anybody wishing to speak under citizen comments?

6. NEW BUSINESS

Wayne Koessl:

Mr. Chairman, before we get into the agenda when Item B comes up I'm going to ask that Item B through F be taken at one time with separate votes on each one.

John Braig:

Is that a motion?

Wayne Koessl:

Yes.

John Braig:

Second it.

Tom Terwall:

BEEN MOVED BY WAYNE KOESSL AND SECONDED BY JOHN BRAIG THAT WE COMBINE ITEMS B, C, D, E AND F FOR PURPOSES OF DISCUSSION AND PUBLIC HEARING. BUT WE'LL HAVE TO TAKE SEPARATE VOTES. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

A. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS for the request of John Oswald on behalf of Wisconsin Electric Power Company to install a new ladder track on the west side of the Pleasant Prairie Power Plant to allow a location to perform repairs of railcars on We Energies property, which will reduce the

number of rail cars that otherwise would have been removed from and returned to the property to be repaired at a local repair shop. The total lineal footage of new rail is expected to be approximately 2,500 feet. In addition, approximately 6 switches will be installed, plus the necessary stone ballast for rail support. A stone or concrete working pad will also be installed to aid the workers in performing rail car repairs.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, Item A is the consideration of a conditional use permit including site and operational plans. And this is for the request of John Oswald on behalf of Wisconsin Electric Power Company to install a new ladder track on the west side of the Pleasant Prairie Power Plant to allow a location to perform repairs of railcars on We Energies' property, which will reduce the number of railcars that otherwise would have been removed from and returned to the property to be repaired at a local shop. The total lineal footage of new rail is expected to be 2,500 feet. In addition, approximately six switches will be installed plus the necessary stone ballast for rail support. A stone or concrete working pad will also be installed to aid the workers in performing railcar repairs.

This is a public hearing. As a part of the conditional use permit and as part of that record. the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request as presented and described as part of the staff comments.

Findings of Fact

1. The petitioner is requesting approval of a Conditional Use Permit, including Site and Operational Plans to install a new ladder track at the Pleasant Prairie Power Plant. The track is being installed to offer a location to perform repairs of railcars on the property in Pleasant Prairie. This will reduce the number of railcars that otherwise would have been removed from and returned to the property to be repaired at a local repair shop. The total lineal footage of new rail is expected to be 2,500 feet. In addition, approximately six switches will be installed, plus the necessary stone ballast for rail support. A stone or concrete working pad will also be installed to aid the workers in performing railcar repairs. This information is provided as Exhibit 1 in your packet.
2. The subject property is located at 8000 95th Street in a part of U.S. Public Land Survey Section 16, Township 1 North, Range 22 East in the Village of Pleasant Prairie and is further identified as Tax Parcel Number 92-4-122-164-0011.
3. The property is currently zoned M-4, Power Generating District, and the operation and maintenance of an electrical generation power plant is allowed within that district with a Conditional Use Permit for each project. In addition, portions of the property are zoned C-1, Lowland Resource Conservancy District and FPO, Floodplain Overlay District.
4. Pursuant to the application, the railcars being repaired on this track will be moved by existing company employees to their repair location. The repair work will be completed and the cars will be moved back to be used in a train. The operations performed by We

Energies employees will not be changing on the property. A railcar maintenance company typically two people at a time will be on the property to repair the cars.

5. These repairs have been performed off-site in the past. The cars needing repair were sent via the Union Pacific railroad to a local repair shop in Cudahy, Wisconsin. The movement of cars off of their property and again back onto the property for the repairs will be significantly reduced thereby lessening rail traffic in the area, by performing these repairs on the property.
6. The plans indicate that there are wetlands in this area and they had been evaluated by GAI Consultants on October 29, 2010, November 9, 2010 and April 4, 2011. A copy of the wetland report and concurrence letter from either the Wisconsin DNR or the Army Corps of Engineers must be submitted prior to issuance of any permits.
7. The project will impact wetlands on the site; however the wetland impacts have been minimized through optimization of the layout and design. The three wetland areas proposed to be filled for this project total 8,856 square feet. Proper fill permits from the DNR and Army Corps of Engineers shall be submitted prior to issuance of any permits to begin construction on the project.
8. Upon completion of the project after the wetlands are filled a survey with legal descriptions of the wetlands that are remaining shall be submitted with the required applications and fees. We need to correct the zoning map and comprehensive land use plan map to reflect the location of the wetlands.
9. The plans also show impacts to the 100-year floodplain. A very small area approximately 133 cubic feet is proposed to be filled, and 160 cubic feet is proposed to be created as the required compensation. An application shall be submitted to the Village for the proposed floodplain boundary adjustment. A conditional approval from FEMA will be required prior to filling of the floodplain pursuant to the ordinance.
10. Construction at the site is scheduled to begin in the middle of September, 2014, they've modified that, and it's expected to take up to about two months to complete.
11. Notices were sent to adjacent property owners via regular mail on May 22, 2014, and notices were published in the *Kenosha News* on May 26 and June 2, 2014.
12. The petitioner was emailed a copy of this staff report on June 6, 2014.
13. According to the Village's general ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials as well as the information presented this evening that the project as planned will not violate the intent or purpose of the ordinance and meets the minimum standards for granting of a Conditional Use Permit. Furthermore, the Plan Commission shall not approve any Site and Operational Plan application unless they find that the application coupled with the satisfaction of any conditions of approval meets and complies with all applicable Village ordinance requirements as well as any Federal, State or local requirements relating to land use as well as the development of this property.

With that I'd like to continue the public hearing. There are representatives here from We Energies if there are any specific questions or if any additional information is needed regarding their railcar project.

John Oswald:

Thank you. My name is John Oswald. I'm here representing We Energies. Our address is 231 W. Michigan Avenue, Michigan Street in Milwaukee. I have other members of my project team here from our environmental group and from the constructor if there are any other questions you may have.

Tom Terwall:

Thank you. You're available to answer questions, correct?

John Oswald:

And I am available to answer questions, yes.

Tom Terwall:

Alright, this is a matter for public hearing. Is there anybody wishing to speak on this matter? Anybody wishing to speak? Anybody wishing to speak? Hearing none I'll open it to comments and questions.

Michael Serpe:

What type of repairs are we looking at for these railcars? Should we be in fear that they're on the rail coming to Pleasant Prairie and something happened to them?

John Oswald:

For example, parts of a railcar that may wear out along the way, the wheels just like on your car.

Michael Serpe:

That's exciting.

John Oswald:

The treads wear off. The tread on your car they wear over time. The wheels on a railcar also wear over time. There's springs and shock absorbers in a railcar. We would change out wheels as necessary. We would change out the springs. If the car was in a dip on a track and it incurred some body damage we could repair that type of repair as well or make that type of repair.

Michael Serpe:

And this is going to be able to handle all those repairs out here?

John Oswald:

Unless a car was in a derailed accident where it was extremely damaged that it will not be able to handle. But general they call them run of rail repairs that handle probably 95 percent of the repairs that we would have would be that type of repair.

John Braig:

Who is doing the repair work?

John Oswald:

Right now the actual repair company is called Watco Mechanical Contractors. They have a shop in Cudahy, Wisconsin. And we would be continuing to hire them and bring their workers onto our property to do that physical labor of it. To move the cars from the location of being in the train to the repair location that those tracks show that's Wisconsin Electric or We Energies employees who move those cars.

John Braig:

And this contractor, this repair service, is contracting with WEPCo for repair of their cars only?

John Oswald:

Correct.

John Braig:

So it's not a function of the railroad, this whole endeavor?

John Oswald:

No, we would not have other company's cars come to our property for their repair. These would be only trains that come to bring coal to our property. If there is a repair that needs to be made we'll take the car off of that train and move it over to the other side of our plant and make repairs. We won't be doing contracting work for other company's repairs of their cars on our property.

John Braig:

Thank you.

Michael Serpe:

How many employees additional are we going to hire here?

John Oswald:

Additional hired we will just move them from one location to another. So they will be employed currently and working at the Cudahy site, we will move them to be working at our property. So I don't believe they'll be hiring new employees for this.

Jean Werbie-Harris:

How many cars at one time might be parked on the spur off the track there?

John Oswald:

I believe they're spaced for --there's two tracks for about eight cars on each of those tracks.

Tom Terwall:

Anything else?

John Braig:

Well, actually there's more than eight. What did I see here before, aren't there four tracks with about seven or eight on each one?

John Oswald:

There is. If you look at the right circle on the top right that is where the first switch is that brings the cars off of our existing track onto this newly proposed track. And you can see when you get to the second oval, the one in the middle, there is the actual working spot for eight cars there. You're right, there are two additional tracks that we could store about eight more cars on each of those tracks, you're correct. So about 32 altogether, eight that we would work on -- eight that we would work on on each track, and then about another 16 about.

Michael Serpe:

I move approval of the conditional use permit and the site and operational plan.

Wayne Koessler:

Second.

Tom Terwall:

IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY WAYNE KOESSL TO APPROVE THE SITE AND OPERATIONAL PLAN AND CONDITIONAL USE PERMIT.

Wayne Koessl:

Jean, and that's subject to the conditions?

Jean Werbie-Harris:

I just wanted to ask you quickly any concerns with respect to the floodplain petition for that being amended? Are you working on some type of agreement?

John Oswald:

I'm going to ask for Adam to come up and answer that.

Adam Artz:

Adam Artz, Pinnacle Engineer Group, 15850 West Bluemound Road, Brookfield, Wisconsin. We are just getting ready to submit our floodplain application to the DNR, so it would be a very similar process. We're familiar with the Village's requirements and the DNR's requirements and FEMA's requirements. So we don't anticipate a hiccup on this.

Jean Werbie-Harris:

And you're submitting to us at the same time?

Adam Artz:

Yes. This is a very simple one. This is a [inaudible] as they call it [inaudible] unfilled. So so many square feet out, put it back in in a different location. Just like a balloon just twisted in a different direction.

Tom Terwall:

Again, it's been moved and seconded to approve the conditional use permit and the site and operational plan subject to the terms and conditions outlined in the staff memorandum. All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

John Oswald:

Thank you.

Tom Terwall:

We're going to combine Items B, C, D, E and F for purposes of discussion but we'll take separate votes. Jean?

- B. PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #14-10 FOR AMENDMENTS TO THE VILLAGE COMPREHENSIVE PLAN** as a result of the proposed Kwik Trip gasoline dispenser, convenience store and car wash facility to be located at the southeast corner of 72nd Avenue and STH 165: a) to amend a portion of the LakeView East Neighborhood Plan 12 of Appendix 9-3 for the properties at the southwest corner of STH 31 and STH 165 for the proposed commercial development of this area including the proposed Kwik Trip facility; b) to amend the Village 2035 Land Use Plan Map 9.9 by changing a portion of the property located south of STH 165 and east of 72nd Avenue (Tax Parcel Number 92-4-122-281-0115) owned by FIAAT Investments LLC from the General Industrial land use designation to the Community Commercial land use designation and changing the properties located south of STH 165 and west of STH 31 (Tax Parcel Number 92-4-122-272-0475) owned by Richard and Dimitra Priebus, (Tax Parcel Number 92-4-122-272-0401) owned by John Felinski, a portion of the property located south of STH 165 and east of 72nd Avenue (Tax Parcel Number 92-4-122-281-0115) and all of Tax Parcel Number 92-4-122-281-0116 owned by FIAAT Investments LLC from the General Industrial land use designation to the Community Commercial with an Urban Reserve land use designation; and c) to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.
- C. PUBLIC HEARING AND CONSIDERATION OF A CONCEPTUAL PLAN** for the request of William Morris, agent on behalf of FIAAT Investments LLC for the proposed commercial development of properties located at the southwest corner of STH 31 and STH 165 as a result of the proposed Kwik Trip gasoline dispenser, convenience store and car wash facility to be located at the southeast corner of 72nd Avenue and STH 165.
- D. Consider the request of William Morris, agent on behalf of FIAAT Investments LLC for approval of a Certified Survey Map:** to subdivide the properties located east of 72nd Avenue and south of STH 165 (Tax Parcel Numbers 92-4-122-281-0115 and 92-4-122-281-0116) owned by FIAAT Investments LLC.
- E. PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AMENDMENT** for the request of William Morris, agent on behalf of FIAAT Investments LLC to rezone a portion of Tax Parcel Number 92-4-122-281-0115 (Lot 1 of the proposed CSM that is proposed to be developed with the a Kwik Trip gasoline dispenser, convenience store and car wash facility) from the M-2, General Manufacturing District to the B-2 Community Commercial District and to rezone a portion of Tax Parcel Number 92-4-122-281-0115 and Tax Parcel Number 92-4-122-281-0116 (Lot 2 of the proposed CSM) from the M-2, General Manufacturing

District to the B-2 (UHO) Community Commercial District with an Urban Landholding Overlay District.

- F. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS AND DIGITAL SECURITY IMAGING SYSTEM AND EASEMENT for the request of William Morris, agent on behalf of FIAAT Investments LLC for approval of the proposed development of a 5,700 square foot Kwik Trip gasoline and convenience store and a 2,790 square foot car wash facility at the southeast corner of STH 165 and 72nd Avenue.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, the next items on the agenda I'll read each of the agenda items, and then I'll go into the one presentation for all of the items. Again, separate action is going to be needed.

Item B is the public hearing and consideration of Plan Commission Resolution 14-10 for amendments to the Village Comprehensive Plan as the result of a proposed Kwik Trip gasoline dispenser, convenience store and car wash facility proposed to be located at the southeast corner of 72nd Avenue and Highway 165. And here are the amendments: a) to amend a portion of the LakeView East Neighborhood Plan 12 of Appendix 9-3 for the properties at the southwest corner of Highway 31 and 165 for the proposed commercial development of this area including the proposed Kwik Trip facility; b) to amend the Village 2035 Land Use Plan Map 9.9 by changing a portion of the property located south of 165 and east of 72nd Avenue. They're identified as Tax Parcel Number 92-4-122-281-0115 owned by FIAAT Investments, LLC. And we are modifying it from the General Industrial land use designation to the Community Commercial land use designation and changing the properties located south of Highway 165 and west of 31. And these are properties that are identified as 92-4-122-272-0475 owned by Richard and Dimitra Priebus; Tax Parcel Number 92-4-122-272-0401 owned by John Felinski; and a portion of the property located south of 165 and east of 72nd Avenue identified as Tax Parcel Number 92-4-122-281-0115 and all of Tax Parcel Number 92-4-122-281-0116 owned by FIAAT Investments, LLC. And, again, that area is going from the General Industrial land use designation to the Community Commercial with an Urban Reserve land use designation; and c) to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

The next item is Item C. It's a public hearing and consideration of a conceptual plan, and this is at the request of William Morris, agent on behalf of FIAAT Investments, LLC for the proposed commercial development of properties located at the southwest corner of Highway 165 and 31 as a result of a proposed Kwik Trip gasoline dispenser, convenience store and car wash facility to be located at the southeast corner of 72nd Avenue and 165.

Item D, consider the request of William Morris, agent on behalf of FIAAT Investments, LLC for approval of a certified survey map, and this is to subdivide the properties located east of 72nd Avenue and south of Highway 165 owned by FIAAT Investments LLC.

Item E is the public hearing and consideration of a zoning map amendment for the request if William Morris, agent on behalf of FIAAT Investment, LLC, to rezone a portion of Tax Parcel Number 92-4-122-281-0115. This is identified as Lot 1 of the proposed CSM that is proposed to be developed with the a Kwik Trip gasoline dispenser, convenience store and car wash facility. The rezoning would be from the M-2, General Manufacturing District, to the B-2 Community Commercial District, and to rezone a portion of Tax Parcel Number 92-4-122-281-0115 and Tax Parcel Number 92-4-122-281-0116. This is identified as the Lot 2 area on the CSM)from the M-2, General Manufacturing District, to the B-2 (UHO) Community Commercial District with an Urban Landholding Overlay District.

And, finally, the last item is a public hearing and consideration of a conditional use permit including site and operational plans and a digital security imaging system known as a DSIS and a DSIS easement. And this is also for the request of William Morris, agent on behalf of FIAAT Investments, LLC for approval of the proposed development of a 5,700 square foot Kwik Trip gasoline and convenience store and a 2,790 square foot car wash facility to be located at the southeast corner of 165 and 72nd Avenue.

As part of the public hearing record, as part of the staff comments, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request as presented and described for you tonight.

Findings:

1. The petitioner is requesting approval to develop a 2.4 acre site for 5,700 square foot Kwik Trip gasoline dispenser and convenience store and a 2,790 square foot car wash facility at the southeast corner of Highway 165 and 72nd Avenue. Prior to the approval of the Conditional Use Permit including Site and Operational Plans for this development, the Village does require that the development be consistent with the Village's Comprehensive Plan. So both the land use plan and the neighborhood plan are being considered this evening as well.
2. 2035 Comprehensive Land Use Plan Amendments: On December 19, 2009 the Board adopted the Comprehensive Plan. The Comprehensive Land Use Plan sets forth the generalized land use designations of the Village that need to be consistent with components of the comprehensive plan including a neighborhood plan and should be consistent with the Village's zoning map. The following amendments to the comprehensive plan are being proposed.
 - a. First is to amend the LakeView East Neighborhood Plan 12 of Appendix 9-3 for the properties that we discussed.
 - b. To amend the 2013 Land Use Plan by changing a portion of the property located south of 165 and 77nd Avenue. Again, as you can see what we're doing is we are changing the area that's identified for the Kwik Trip and the land immediately south we're putting that into a community commercial designation. And the area to the east and to the south currently that's still in that general industrial land use designation. We're pulling the whole thing at this time and we're putting it so that the comprehensive

plan reflects this area as a community commercial area with an urban reserve for the area that's not the Kwik Trip site.

So at some point when the area of land owned by the Priebuses or the land south or the remaining land owned by the FIAAT Investments when that comes forward at that time they'll remove that urban reserve off of that property and move forward with the detailed development plans. So the detailed development plans you're seeing this evening will be specifically just for the Kwik Trip property.

But one of the things that we do require in addition to amending the comprehensive land use plan map is that we do require that there be a conceptual plan put together that refines that neighborhood plan. So on the screen what we have is a conceptual plan for that southwest corner of 165 and 31. Again, the very detailed plan is being shown for the Kwik Trip site, and for the balance of the property it's a lot more generalized in nature. Specifically it does meet the minimum requirements as long as no building is greater than 25,000 square feet. It meets all the setbacks. But, again, this is a pictorial or a neighborhood plan of how the property could develop when and if it does develop.

The key point with respect to this conceptual plan is that we needed to make sure that there was interconnection between the properties to the east and the properties to the west to 72nd Avenue. At this time there is no direct commercial access that's been identified to Highway 165 to the north and no direct commercial access to Highway 31 to the east. So as a result there needs to be interconnected driveways as well as interconnections for parking and other type of cross-access not only through the Kwik Trip property but the remaining property that's owned by FIAAT Investments to the south so that everyone can gain access for this area to develop as commercial property.

One of the things I did want to point out with respect to the conceptual plan is that plans provide for the interconnection of driveways for vehicular traffic since there's a somewhat restricted vehicular access from the State highways. Currently there's one residential access point on Highway 165 that leads to the previous home that's currently there. And there is one residential AP that would get you to where Peggy is showing on the screen that would get you into that southern property. I've encouraged the owners of this property to work with the Wisconsin DOT to see if possibly a commercial access could be provided in exchange for the two residential connection points. Commercial access I think would be pretty critical for this to develop very successfully as a commercial location for an impulse type of stop. But if it's a destination commercial location I think that it would work fine. But they will need to work specifically with the DOT in order to modify any access along either stretch of State highway. We are actually showing four different points of connection on 72nd Avenue for this entire development at this time.

Public sidewalks are shown around the perimeter of the development within the right-of-way of Highway 31 and within the lots adjacent to 165 as well as 72nd Avenue. Again, we are encouraging this area and the rest of the Village to be more pedestrian and bicycle friendly, so we are encouraging and requiring all new developments to have sidewalks, bike lanes and interconnections throughout all of the developments.

The southernmost 6,000 square foot office building is located within a wooded lot. The land is currently zoned C-2, Upland Resource Conservancy District. This parcel may likely be rezoned into the B-2, Community Commercial District. However, because this is an entirely wooded piece of property we are going to be requiring that a detailed tree survey be done on the property to determine kind of where the opening might be so that a commercial business could be located within the center or adjacent to one side or the other. Again, the intent is to try to preserve as many trees as possible on the site but still allow it for some type of commercial business or development. There will also need to be some detailed preservation easements also placed on that particular property.

The western portion of the area is located within the LakeView Corporate Park. So if you divide this property in half the western portion is actually within the LakeView Corporate Park and does need to comply with any covenants and restrictions within that association. They also need to approve of the development which, in fact, I did receive an email this afternoon from Ed Harrington from Centerpointe indicating that they have, in fact, approved of the Kwik Trip development.

The eastern area is not located within an association. However, one of the concepts and ideas because of how this property area is laying out is that we do want it to work as a unified business development with respect to the shared parking lots and cross-access and some of the shared features as well as some of the architecture or complementary architecture.

Sewer, water and stormwater facilities have been shown on the Conceptual Plan. All uses need to be served by municipal sewer and water proposed to be located within a common vehicular access area throughout the area. There are five stormwater facilities that will service the development. A portion of the stormwater is directed to the existing stormwater facility north of 165. A portion is directed to the existing stormwater facility west of the Pleasant Prairie Renaissance School, and a portion to the existing storm water facility south. All three existing facilities are located in the Corporate Park.

So the area that is on the west side there are some existing basins so no new basins need to be shown for the development of that area. But the area that is just to the east they will need to provide their own stormwater management. In addition, there is no sanitary sewer or water that runs down Green Bay Road, so those services will need to come to the site either from 165 or 72nd Avenue, and they'll have to typically come through easements in order to service that area because it's not envisioned that we would be running any of those services down Green Bay Road.

4. With respect to the fourth item, the certified survey map: The CSM proposes to subdivide the property at the southeast corner for a commercial development. Lot 1 is proposed to be 2.37 acres with 266.78 feet of frontage on Highway 165 and 388.86 feet of frontage on 72nd Avenue. The parcel is proposed to be developed with a Kwik Trip. Lot 2 is proposed to be 3.51 acres with over 500 feet of frontage on 72nd Avenue.

One of the items that is not currently shown on the certified survey map is we wanted to make sure that cross-access was going to be provided into the future. So our attorney and myself drafted a separate cross-access easement document that will need to be entered

into by the property owners. So it's very clear up front that there is cross-access and there's not going to be any prohibition of free and easy movement back and forth once these uses are developed.

5. Zoning Map Amendment: Lot 1 of the proposed CSM is proposed to be rezoned from M-2, General Manufacturing District, to the B-2, Community Commercial District. Lot 2 of the proposed CSM is proposed to be rezoned from M-2 to the B-2 with a UHO. And, again, because we don't have a specific use yet identified for Lot 2 it's going to have that urban landholding overlay placed on it. With respect to the properties to the east at this time since we don't have any specific identified users we are not recommending that those parcels be rezoned at this time. And then the property to the south that looks like it's in the grayish color currently that's C-2, again, for that to develop for any other purpose other than one single family home which is not what we're encouraging here. They would need to rezone that property as well.
6. With respect to the conditional use permit including site and operational plans and a digital security imaging system, DSIS, agreement and easements:
 - a. The petitioner is requesting approval to develop the site to construct a gasoline dispenser and a convenience store and a car wash. And that particular use is recommended and required to have a DSIS pursuant to the Village staff and the Village Plan Commission.
 - b. The property is proposed to be rezoned from the M-2 to B-2 which requires a conditional use permit for the operation of a gasoline dispenser with a car wash.
 - c. The hours of operation when the public is allowed to enter or remain on site for business purposes is proposed from 5:00 a.m. to midnight which is required and allowed for by our ordinance. This complies with our district requirements. These regulations do prohibit 24 hour pumps or 24 hour unattended car wash.
 - d. Pursuant to the B-2 District and liquor license requirements the business is allowed to be open until midnight; however, Class A Beer is only allowed to be sold from 8:00 a. m. to midnight, and Class A Intoxicated Liquor is only allowed to be sold from 8:00 a.m. to 9:00 p.m. A liquor license shall be requested and obtained from the Village Board.
 - e. The owner shall obtain and maintain all permits and licenses required to operate the business. Those permits and licenses allow for the sale of petroleum, alcohol, tobacco, food, and related items sold in its business that are issued by various government agencies. They'll need to contact the Village Clerk Jane Romanowski for liquor or tobacco license applications and to discuss the process and to obtain those licenses through the Village Board. They will also need to contact the Kenosha County Health Department regarding any food related licenses.
 - f. Pursuant to the B-2 District requirements, deliveries and shipments or any other activities outside of the principal building that might cause a disturbance to

neighboring areas such as outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup, except for snow removal, is allowed only from 6:00 a.m. to 10:00 p.m. They have requested as part of the conditional use permit to modify that to allow deliveries to begin at 4:00 a.m. And the staff in speaking with the police department and the Police Chief they would also support deliveries from 4 a.m. to 10 p.m. based on the location of where this is in the Village.

- g. As a condition of this conditional use permit, Kwik Trip site shall be equipped with fully functioning and operational security cameras outside of the building covering each entrance and exit, all public areas including the dispenser area, the parking lots and the driveway entrance to the site. Again, this DSIS system will need to be installed in compliance with Chapter 410 of the municipal code. The agreement will also require the following. And we've had a couple of meetings already with Kwik Trip, and we've been able to kind of work through all the details with respect to the camera system. And they have been very cooperative, and we're very pleased that they were able to put everything together with our IT department and our police department. So the different things with respect to the security system?
 - i. The IR security cameras shall be inaccessible to employees. Conspicuous signs shall be posted at the entrance stating that security cameras with an inaccessible recording device is in place on the premises. The system shall be maintained in working order at all times and the Village of Pleasant Prairie Police Department shall be promptly provided with any requested video recordings. The recording shall be kept in an archive for a minimum of two weeks, and the Pleasant Prairie Police Department shall have remote web access to the system to monitor and download video. And also in your packets is the copy of the detailed DSIS agreement and the easement that we've worked through with Kwik Trip over the last several weeks.
 - ii. The parking lot, gas dispensers area, building entrances, driveway access areas between the buildings shall be illuminated in such a manner to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.
 - iii. A clear and unobstructed view of the cash registers and transaction areas shall be maintained from the internal 30-foot wide on-site circulation access roadway. Note that no more than 30 percent of the total window area shall be blocked by any signage. Products, displays and equipment shall not block viewing to the cash register check out area.
 - iv. The building shall be equipped with and shall use an inaccessible drop safe.

- v. Between 10:00 and 12:00 p.m. and 5:00 and 7:00 a.m. at least two employees shall be working on-site unless the business has taken measures to protect a lone clerk such as the installation of some type of bullet resistant glass or other equipment as approved by the police department, making the lone employee inaccessible.
 - vi. Installation and full operation of a hold-up alarm, which is monitored by a UL listed central station with functioning telephone service, shall be used at the station/store.
 - vii. The cash register shall not be left unattended when the convenience store is open to the public.
 - viii. A height strip shall be located at each doorway entering and exiting the convenience store.
 - h. Pursuant to the application 27 employees, 11 part-time and 16 full-time employees will be employed at this facility. The facility will operate in three shifts with five employees per shift with the maximum number of employees on-site at any time of the day would be eight.
 - i. Gasoline station with a convenience store requires a minimum of five spaces per each 2,000 square feet of gross floor area plus 1 space for each employee on the largest shift along with their handicapped accessible parking. A minimum of 30 spaces not including the spaces for the fueling pumps plus the required handicapped accessible spaces are being required.
 - j. The plan indicates 30 parking spaces including two handicapped accessible parking spaces adjacent to the main entrance. The parking on-site provides two less parking spaces than required; however, this parking does not include the spaces at the pump. And the staff feels that we could probably count at least two of those spaces at the pump. Therefore, the staff recommends that the parking that is shown is adequate and acceptable based on other Kwik Trip facilities that they own.
 - k. Pursuant to the application, it is anticipated that one fuel truck per day and one grocery truck per day outside delivery of one per day but never on weekends.
 - l. The plans show two exterior ice storage bins along the east side of the building. The ordinance currently limits them to one, but the staff is recommending that there be allowed two at this location. Also, the LP tank must meet the minimum requirements, and as shown it does. They also had some type of outside I don't know if it was video or something like that, video storage unit, and they're actually going to place that inside because we don't allow for any other types of outside storage or any type of outside display.
7. The property owner and all of the abutting and adjacent property owners within 300 feet were notified via U.S. Mail on May 9, 2014 and notices were published in the *Kenosha*

News regarding the hearing for the comprehensive plan. Notices were also published, and all the hearings have been set in accordance with the Village ordinance requirements. In addition, the petitioner received a copy of the staff report via email on June 6th. I'm not sure if you did get it on June 6th, but we did send it again to you today.

8. According to the Village Zoning Ordinance, the Plan Commission shall not approve a conditional use on a site and operational plans until they view the findings of fact, the application, the related materials and the information presented at the public hearing this evening that the project as planned will not violate the intent or purpose of the Village ordinances and meets the minimum standards for the granting of a conditional use permit. And all of those same conditions do apply with respect to the approval of a site and operational plan.

The long-term discussion has been that a gas station and convenience store would be an ideal use at this intersection in the Village. It seems like it's a long time coming, but Kwik Trip is a good company, and we're very excited to bring them to the Village. They had presented a very short video that they would like to have us watch. So we'll watch that real quick and then I'll introduce Troy.

[Video Shown: Kwik Trip, Inc. is one of the largest independently held convenience store chains in the United States. The family owned company opened its first door in 1965. Kwik Trip now owns and operates over 450 locations in Wisconsin, Minnesota and Iowa and employs more than 12,000 co-workers. The clean, bright and conveniently located retail centers serve five million guests per week. As part of its [inaudible] integrated business model Kwik Trip operates its own commissary, bakery and dairy production facilities. These along with the support center, distribution center, transportation and store engineering make up their campus located in LaCrosse, Wisconsin.]

So with that I'd like to introduce Troy from Kwik Trip to see if he has any other information he would like to present about Kwik Trip or their history or what brings them here.

Troy Mleziva:

Thank you, Jean. Again, my name is Troy Mleziva, real estate development manager with Kwik Trip. Address 1626 Oak Street, LaCrosse, Wisconsin. Thank you Plan Commission members for your time this evening and thank you for hearing our application this evening. Just a quick introduction. We have two members of our design team here as well tonight. Mr. Riz Iskandarza [phonetic], civil engineer and surveyor with JSD Professional Services. And also Mr. William A. Morris our architect on the project who helped us with the master plan and design of this site as well.

As the video mentioned, Kwik Trip has been in business since 1965. Started out kind of as a little neighborhood grocery store to sell some grocery products. Over the years stores have evolved, the product offerings have evolved, and today we're kind of a modern definition of the old neighborhood store with products that people need on a daily basis or weekly basis and can kind of stop in and get good values on products in a timely manner with good customer service and clean facilities.

Kwik Trip employs over 12,000 co-workers through Wisconsin, Minnesota and Iowa. We produce as the video mentioned our own commissary where we make sandwiches, soups, pizza. And we have our own bakery to provide daily bakery products from bread, donuts and other sweet goods. We also provide hot food such as soup, sandwiches, pizzas, things along that nature for quick lunch or dinner items. And then also we also provide now a new thing. We've been working on providing fresh quality meat. We're rolling out a new meat program in our stores where you can purchase anything from pork chops to chicken breasts, hamburgers and hot dogs and things like that to incorporate into picnics or grill outs, things like that.

We're proud to be noted as a top workplace in Southeast Wisconsin. The last four years the Journal Sentinel awarded Kwik Trip either first or third in the top workplaces category for large employers. Kwik Trip is focused on quality products, quality facilities, hiring quality people and providing quality service at a fair price. With that, we humbly ask for your support on Items B, C, D, E and F on tonight's agenda, and we'd be happy to answer any questions you might have. Thank you.

Tom Terwall:

I'll open it up to the public hearing, but you're available to answer questions, correct?

Troy Mleziva:

Yes, sir.

Tom Terwall:

Thank you. This is a matter for public hearing. Is there anybody wishing to speak on this matter? Yes, sir?

Terry McMahon:

My name is Terry McMahon. I live at 6407 107th Street in Pleasant Prairie, Wisconsin. As in the past the Village has made an attempt in working with other people in trying to bring a convenience store of this nature to our area. My biggest concern right now, and Jean you did comment on the fact of the conditions set by the State for access to Green Bay Road or State Highway 31. Is that condition going to change in the future? Because I know efforts of people I have met with in the past and been involved with have tried to develop property along that stretch. Giving access to Green Bay Road south of 165 is not going to happen in any distance time frame that I'm aware of. And, secondly, one question is the new development that's going in, the Kwik Trip store, it's going to face 72nd Street, correct?

Jean Werbie-Harris:

They will actually have the front of their store facing 165, and it looks like it fronts also 72nd Avenue.

Terry McMahon:

Okay. The only thing was Green Bay Road is going to be an issue for anything future at all. The way it stands from what I've talked to the State of Wisconsin is that right now there's going to be no access because of the speed limits south of 165. Thank you.

Tom Terwall:

Thank you.

Jean Werbie-Harris:

If I can respond. I understand that. I never say never. There are two existing points of access that are currently allowed by their State plat. So it would be up to the current landowners or future developers to determine whether or not there is any accommodations that can be made if they would modify those two points of connection or relocate or consolidated. So that's really in the hands of the DOT and the developers or the future property.

Tom Terwall:

Anybody else wishing to speak? Anybody else? Hearing none I'm going to turn it over to the Commission and staff. I have two points. Number one, the car wash will have municipal sewer and water is that correct, and it won't operate unless it does?

Jean Werbie-Harris:

Yes, that's correct.

Tom Terwall:

What's the distance that has to come in now from where it currently exists?

Jean Werbie-Harris:

Currently right now sewer and water is in 72nd Avenue.

Tom Terwall:

Oh, it is, okay, so that's not going to be an issue?

Jean Werbie-Harris:

No.

Tom Terwall:

Secondly, and I don't want to put you on the spot, but can you give me a ballpark as far as what percentage of your customers are petroleum customers versus customers that are for your grocery operation?

Troy Mleziva:

That's a good question. I guess it's probably fairly equal percentage. We've got folks that shop at our store purely for lunch items. We've got folks who shop our stores purely for grocery items. We have folks who shop our stores for fuel, but a lot of folks buy both of those. I would say it's fairly close to 50 percent each.

Tom Terwall:

You use whatever refinery has got gas this week? You don't have your own refineries, correct?

Troy Mleziva:

No, we don't. We purchase fuel on the market. We deliver it ourselves, but we don't own refineries or anything upstream other than the trucks.

Tom Terwall:

So I can't hold you accountable for this \$3.89 a gallon?

Troy Mleziva:

No, we don't drill it, we don't refine it. We sell it. Actually believe it or not when the price is lower we pay less in credit card fees so when the price is higher we're actually not as happy either. A gallon of gas is a gallon of gas, and if the price is lower there's less credit card fees. So we're in it with everybody else.

Michael Serpe:

I feel good about this. I have to say that the Kwik Trips that I've patronized are all clean, professionally run. They set the standard for how gasoline and convenience stores should operate in this area. I'm glad to have them come into Pleasant Prairie. I just have one item, and it's not related necessarily to the Kwik Trip.

But on 165 and 31 I think we have to notify the State and ask them to consider a left turn arrow for traffic going south on 31 and turning left on 165. And the reason I say that is this facility is going to attract more traffic coming from all directions. The semi trucks that come into LakeView Corporate Park are many. And when they're stuck in the left turn lane to go west on 165 the cars that had the green light to turn left on 165 from 31 the truck blocks their view, and we've had some close accidents. And I think we've had some accidents as a result of that. If we can clear some of that lane out by putting a left turn arrow in that would certainly help. And I know it's wired for it, all we have to do is ask them to connect the wires.

As far as the Kwik Trip goes I welcome them into Pleasant Prairie. I think it's a good move, and it's going to be good for us and good for the neighbors.

Tom Terwall:

Jean, you had something you wanted to add?

Jean Werbie-Harris:

Two things. First, I just want to mention real quickly that this is not a truck fueling facility but this is an automobile fueling facility, and they will also offer diesel for automobiles. But I wanted to introduce our Village Engineer Mike Spence. We're in the process of doing a TIA, transportation impact analysis, and it covers from 31 all the way out to the interstate. And maybe he can address some of the concerns on the turn movements.

Mike Spence:

Thank you, Jean. Mike Spence, 9915 39th Avenue. As Jean indicated there currently is a traffic impact analysis being performed for all of the LakeView Corporate Park. The Village a number of months ago hired a firm to evaluate all the major roads within the Corporate Park of which this is one. So they will be looking at the intersection of State Highway 31 and 165. That process is moving along. Actually Jean and I have the draft report which we haven't been able to get to review to see what the recommendations are. But typically that report will look at the traffic projections, and then they will look at if there's any operational or geometrics for the intersection like extra travel lanes, they'll recommend whether that should occur. So it is being studied. And we'll note that. And if there isn't a left turn signal we'll probably ask for justification as to why not so that we can let you know.

Tom Terwall:

Anybody else? I'll second what you said, Mike. I've frequented the one at 158 and Green Bay Road, and that's a very top shelf place.

Wayne Koessl:

If there are no further comments, Mr. Chairman, I'd approve Item B, the public hearing and consideration of Plan Commission Resolution #14-10 for amendments to the Village Comprehensive Plan.

Jim Bandura:

Second.

Tom Terwall:

IT'S BEEN MOVED BY WAYNE KOESSL AND SECONDED BY JIM BANDURA TO ADOPT THE COMPREHENSIVE PLAN AND RESOLUTION 14-10 SUBJECT TO THE TERMS AND CONDITIONS OUTLINED.

Wayne Koessl:

All of our motions will be subject to the conditions by the staff.

Tom Terwall:

Exactly. All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Now we need a motion to send a favorable recommendation to the Village Board -- yes, sir, do you wish to speak? Please do.

Frank Trecroci:

My name is Frank Trecroci, 1218 42nd Avenue in Somers, sorry. I'd like to just thank the members of the Plan Commission, and I would like to thank Jean for all the hard work. We are the owners of the property there, and we've been waiting a very long time for this. Jean did not have to approve this and the Plan Commission did not have to approve this, but obviously we're very delighted that you did. And I just want to say from the bottom of our hearts thank you for supporting us.

Michael Serpe:

We haven't voted on all of them yet, Frank.

Frank Trecroci:

I'll be back.

Wayne Koessl:

If I may, we're always looking for more development in Pleasant Prairie so thank you.

Frank Trecroci:

Thank you.

Tom Terwall:

And I think we're looking for a ten cent reduction in the price of gas.

John Braig:

Ten cents? Twenty cents.

Michael Serpe:

I move approval of the conceptual plan.

Jim Bandura:

Second.

Tom Terwall:

IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY JIM BANDRUA TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE CONCEPTUAL PLAN SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Now we need a motion to send a favorable recommendation to the Village Board for approval of the certified survey map.

Judy Juliana:

So moved.

Jim Bandura:

Second.

Tom Terwall:

MOVED BY JUDY JULIANA AND SECONDED BY JIM BANDURA TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE CSM SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

Michael Serpe:

Move approval of the zoning map amendment.

Wayne Koessl:

Second.

Tom Terwall:

MOVED BY MIKE SERPE AND SECONDED BY WAYNE KOESSL TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE ZONING MAP AMENDMENT SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. And finally a motion to send a favorable recommendation to the Village Board to approve the operational plans for DSIS.

Andrea Rode:

So moved.

Wayne Koessl:

Second.

Tom Terwall:

MOVED BY ANDREA RODE AND SECONDED BY WAYNE KOESSL TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE OPERATIONAL PLANS FOR THE DSIS. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

G. PUBLIC HEARING AND CONSIDERATION OF AN AMENDMENT TO CONDITIONAL USE PERMIT #13-03 AS AMENDED JANUARY 13, 2014 for the request of Attorney J. Michael McTernan agent for VIDHYA Corp, VIII, Inc., the property owners, to remove condition #54 and allow the BP Amoco gasoline station and convenience store located at 10477 120th Avenue to remain open after June 10, 2014 since the property's groundwater treatment system is fully operational and is in compliance with the Settlement Agreement.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, Item G is a public hearing and consideration of an amendment to conditional use permit 13-03 as amended January 13, 2014. And this is for the request of Attorney J. Michael McTernan agent for VIDHYA Corp, VIII, Inc., the property owners, to remove condition #54 and allow the BP Amoco gasoline station and convenience store located at 10477 120th Avenue to remain open after June 10, 2014 since the property's groundwater treatment system is now fully operational and is in compliance with the settlement agreement.

As a part of the hearing record, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request, and they're described and presented as part of the packets.

FINDINGS OF FACT

1. The petitioner is requesting a 2nd Amendment to Conditional Use Permit #13-03 to allow the BP Amoco gasoline and convenience store located at 10477 120th Avenue to remain open past June 10, 2014. This is provided as Exhibit 1.
2. The subject property is known as Lot 14 of CSM 1489 located in a part of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 92-4-122-302-0130.
3. The property is zoned B-4, PUD Freeway Service Business District with a Planned Unit Development Overlay and a gasoline station requires a Conditional Use Permit in the B-4 District.
4. Now there have been a number of previous approvals for the BP station.
 - a. On November 19, 2012, the Plan Commission approved a Conditional Use Permit #12-10, Exhibit 2, including site and operational plans to allow BP

Amoco to operate a gasoline station and convenience store and to install a carbon treatment system that will treat existing contaminated ground water from several reported hazard substance releases at the site. This approval was subject to compliance with the settlement agreement approved by the Village Board on November 29, 2012 and 53 additional conditions. The Conditional Use Permit was valid until May 1, 2013. A full copy of the settlement agreement is on file with the Village.

- b. On May 28, 2013, the Plan Commission approved Conditional Use Permit #13-03, Exhibit 3, to allow BP to continue to operate a gasoline station and convenience store and install that carbon treatment system that will treat existing contaminated ground water from several reported hazard substance releases at the site. This approval was subject to compliance with the settlement agreement approved by the Village Board on November 29, 2012, the 1st Amendment to the settlement agreement approved by the Village Board on April 1, 2013 and 53 additional conditions. The Conditional Use Permit was valid until June 10, 2014. Again, a full copy of the settlement agreement and 1st amendment is on file with the Village.
 - c. On January 13, 2014 the Plan Commission approved the 1st amendment to Conditional Use Permit 13-03, Exhibit 4, to allow BP to continue to operate with the approval of a settlement agreement amendment #2 which addressed the request for modified analytical test parameters, discharge water standards and reporting requirements of the carbon treatment system that will treat existing contaminated ground water from several reported hazard substance releases at the site. This approval was subject to compliance with the settlement agreement approved by the Board in 2012, the 1st amendment that was approved in 2013 and the 2nd amendment which was approved by the Board on February 3, 2014, as well as the 53 additional conditions. The Conditional Use Permit is valid until June 10, 2014. Again, the purpose of this public hearing and the conditional use request this evening is for an extension of that conditional use permit so that the company can continue to operate at that location.
5. Pursuant to the Village Engineer the owners are currently in compliance with the settlement agreement and its amendments referenced above. Continued monitoring is being done by the Village to ensure continued compliance is being maintained.
 6. The Village staff is recommending approval of the 2nd amendment to Conditional Use Permit subject to all of 53 conditions with a condition #54 to be modified to read:
 54. This Conditional Use Permit is valid until June 10, 2015. In order for this facility to continue to operate after June 10, 2015, an application for an extension to this conditional use permit shall be reconsidered by the Plan Commission at a regularly scheduled public hearing prior to June 10, 2015.
 7. The petitioner and all of the abutting and adjacent property owners within 300 feet were notified via U.S. Mail on May 22, 2014 of this hearing. Public hearing notices were also published in the *Kenosha News* on May 26, 2014 and June 2, 2014.

8. The petitioner was sent a copy on June 6, 2014 of these conditions.
9. According to the Village zoning ordinance the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials that the project as planned will not violate the intent and purpose of all Village ordinance and meets the minimum standards for granting of a Conditional Use Permit. Further, the Plan Commission shall not approve any modified site and operational plan without finding in the decision that it meets with all applicable Village ordinance requirements and all other applicable federal, State or local requirements regarding land use, buildings, development control, environmental protection, sewer service, water service, noise, streets and highways and fire protection.

So with that I'd like to introduce Mr. McTernan. He's representing VIDHYA Corp. for the BP Amoco for a one year extension for the conditional use permit.

Michael McTernan:

Hello. Michael McTernan, 6633 Green Bay Road, Kenosha, Wisconsin, 53142. On behalf of BP and Mr. Patel is here in person we kindly request the support of the recommendation of allowing us to continue for one year. As I'm sure Mr. Spence can provide information on the details that are a little bit over my pay grade on some of the technical stuff that's still going on there, we still continue to address matters as they come up by the Wisconsin Department of Natural Resources and also in concurrence with the Village including the continued work that's going on out on the site as it relates to the issues that we have on the site and the treatment of the site that's going to be going on for quite some time. I appreciate your time and appreciate the one year extension of the conditional use.

And obviously more work will take place in the next year, and prior to the conditional use being up in a year from now we'll be back [inaudible] any other upgrades or modifications of whatever work that comes up between now and then. But if you have any questions or details regarding what we're doing we're happy to answer it for you. I appreciate your time. Thank you.

Tom Terwall:

This is a matter for public hearing. Is there anybody else wishing to speak on this matter? Anybody else? Hearing none I'm going to call on Mr. Spence and ask him to step to the microphone.

Mike Spence:

Michael Spence, 9915 39th Avenue. I can give you a little bit of update of where things are at with BP. They continue to make progress on the environmental remediation of this site. Most recently about two weeks ago they actually removed all the contaminated soil that was in the ditch along State Highway 165. That process involved -- they used a vector type truck, a slurry to remove the contaminated soil. While that was going on there were environmental people out there including a member of my staff monitoring the activities to make sure that they were getting

to the limits of the contamination. That was completed after a couple days of work. And then after that the site was restored with clean topsoil and grass seed.

In addition to that they continue to monitor as per the settlement agreement. They've also installed three groundwater monitoring wells on the east side of their property. They're going to be looking at any contamination potential on the Culver's site. So, again, this is a dynamic process. But they have made good progress in doing what they need to do. Furthermore, they've been good about notifying the Village as far as their activities out there. Their consultants have done a good job. So at this point they're not in violation of any of the items in their settlement agreement, and I think they've made good progress. I'd be able to answer any questions.

Tom Terwall:

Mike, do you feel confident that there's no further leakage going on out there? I mean is what they're finding now the result of years of failure, or can they still be having leaks and we wouldn't know about it?

Mike Spence:

There still is a potential, however we've done a lot of steps to address that. I mean they've got monitoring wells where they have to pump the levels down so that the groundwater doesn't leach and get into the soil -- I mean the whole problem is the site is contaminated so groundwater when it comes in contact with that will pick up the contaminants. So what we've done is we've lower the level by treating the groundwater on the site. Also I think probably since the last time you addressed this they actually put in another treatment step. It's a final polishing of the effluent to get any residual petroleum out of the groundwater. So I feel reasonably confident that what they've installed should continue to clean the site.

It should be noted that this whole effort is still going to be going on for a long time. And I think the owner and everybody realizes that. So we've put in place a number of steps to make sure that if there's a hiccup that it's caught right away. For example, there's an alarm on site if the wells get higher. There's a whole protocol that the owners have a number to call, and there's somebody on call at all times to come out and address the issue if there is a high groundwater level. The other thing now that we have some experience any time we have wet whether the potential for additional stormwater or groundwater they set the pumping so that it pumps more frequently into the treatment system, again, to eliminate any potential for discharge into the ditch.

Tom Terwall:

Thank you. Mike?

Michael Serpe:

Mike, number one I'm glad to hear what you just reported. I'm curious as to I know we spent a lot of money on resources with our own people. What did BP spend on putting this whole thing where it's at right now?

Mike Spence:

Maybe that's best answered by their attorney. I mean I've heard a lot of different numbers. I know it's a large amount.

Michael Serpe:

Are you willing to share that, Mike?

Tom Terwall:

Not including your fees, Mike.

Michael McTernan:

The issue that, just to give some context to it, is when my client purchased the property and encountered that he had a problem with the site the contamination that occurred on the site predated his ownership. He bought the property as a known contaminated site. Obviously everyone understood, the DNR included, that the site as structured and rebuilt as it is today encapsulated would not pose a problem to the health and welfare of the community, and they indicated that nothing needed to be done.

Since then, and I give you numbers, and I've filed with the Village and I know I've given it to Jean, an enormous amount of details of the monies that have been spent ever since we first noted there was a problem, when Mr. Spence has presented there was issues with the sheen in the ditch. Mr. Patel the first steps he took he spent over \$200,000 redoing all the lines to the gas pumps and the tanks believing there must be a bigger problem here because where else could this be coming from, not thinking into great detail that it was an old contaminated site.

We've done a DNA/forensics analysis, I don't know the exact term, but they finger print analysis the gasoline to determine where is this from. And those reports show how old the gasoline is. It's like doing carbon dating on product, and you could figure out within a very close margin. And it all predates my client's ownership back in the day when there was leaded gas.

But if you tag all the numbers up from his consultants up to the improvements he's getting close to spending \$1 million out there in trying to address this with his ownership. So it's no small number, and sadly as Mr. Spence indicated this isn't something we're going to just walk away from because there's continuing reporting, continuing work that we need to do and continue to manage this site. Just managing the tests and managing the filters and the bags and restoring the three massive drums that are on site to treat the water is -- the Village knows what it costs to treat water. It's just a little mini water treatment center there, and we have the same costs on a smaller scale than the community does, but it's continuing.

Michael Serpe:

When this whole thing started and came forward it was contentious, very contentious between the Village and BP. And then, Mike, you got involved. And I have to give you credit when you got involved things started changing and pressure was put on in the right way. And I give you credit

for working with us the way you did. I'm glad we're at the point where we're at. I think prior to Mike becoming involved I think every one of us were ready to revoke that conditional use permit on the information we had. And you convinced us that wasn't the case. I'm glad it's where it's at. I still have a little bit of animosity towards the DNR for not getting involved in this thing until the eleventh hour. I think it's shame on them. But at least we're moving in the right direction.

Jim Bandura:

Is there any recourse that the current owners can take against BP?

Tom Terwall:

He bought it as is.

Michael McTernan:

There are some legal issues we're looking at now that we have arms around it in the sense of having the DNR engaged and having identified the history of it. So there's a lot of work we've done not only to try to figure out where did this come from but also when did it happen. Not at liberty to get into too many details, but we're pursuing some potential avenues. They're potential avenues, but nothing that is concrete that says we'll be able to restore my client and make him whole. That's not going to happen. But making the best as we can. And honestly it's a two way street. Some of the consultants my client had hired, and we take the blame, if my client had engaged better consultants from the get go I'm sure the Village would have been -- probably wouldn't have been as contentious without my involvement, but we've gotten to where we've got to go. And I believe with the Village staff's consent and approval we're heading in the right direction. We're going to be here again in another year so we're not going anywhere.

Tom Terwall:

You don't see a 20 cent a gallon reduction then?

Michael McTernan:

No, sorry.

Tom Terwall:

Thank you.

Michael McTernan:

Thank you very much.

Tom Terwall:

What's your pleasure, guys?

Michael Serpe:

Mr. Chairman, I'd move approval of the conditional use to 2015.

Wayne Koessl:

I'll second.

Tom Terwall:

IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY WAYNE KOESSL TO APPROVE THE CONDITIONAL USE PERMIT EXTENSION TO JUNE 15, 2015 SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Jean Werbie-Harris:

June 10th that would be, not June 15th.

Tom Terwall:

With that correction. All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Mike, it looks like you've got enough work for another year yet.

H. PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #14-11 FOR AMENDMENTS TO THE VILLAGE COMPREHENSIVE PLAN: for the request of Mark Molinaro, Jr. of Partners In Design Architects, agent on behalf of the Hospice Alliance Foundation, Inc. owners of the property located at 10220 Prairie Ridge Blvd and a portion of the vacant property to the east for the future expansion of the Hospice facility: 1) to amend the Village 2035 Land Use Plan Map 9.9 by changing the land use designation of the property from the Community Commercial land use designation to the Government and Institutional land use designation to ensure that both the Zoning Map and the Comprehensive Land Use Plan are consistent; and 2) to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, this is a public hearing and consideration of Plan Commission Resolution 14-11 for amendments to the Village Comprehensive Plan. And this is at the request of Mark Molinaro, Jr. of Partners In Design Architects, agent on behalf of the Hospice Alliance Foundation, Inc., owners of the property located at 10220 Prairie Ridge Blvd and a portion of the vacant property to the east for the future expansion of the Hospice facility: 1) to amend the Village 2035 Land Use Plan Map 9.9 by changing the land use designation of the property from the Community Commercial land use designation to the Government and Institutional land use designation to ensure that both the zoning map and the Comprehensive Land Use Plan are consistent; and 2) to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

On April 21, 2014, the Village Board approved a Conceptual Plan, Zoning Text and Map Amendment and Certified Survey Map for the property located at 10220 Prairie Ridge Boulevard and the vacant 8.6 acre property to the east for the future expansion of the Hospice facility and future commercial development. In addition, on April 14, 2014, the Plan Commission approved Site and Operational Plans for Hospice Alliance to expand the parking lot for their existing facility at 10220 Prairie Ridge Boulevard.

As a condition of the above noted approvals, the owners were required to submit and request for an amendment to the Village's Comprehensive Land Use Plan by July 1, 2014 for the required amendment. They have done so, and during the April 14, 2014 public hearing, the Village Comprehensive Land Use Plan will be required to be updated to correctly identify that Lot 1 of the CSM 2751 should be located within the Government and Institutional land use designation to ensure that both the zoning map and the Comprehensive Land Use Plan Map are consistent. Currently the Land Use Plan indicates this property is in the Community Commercial land use designation.

So as outlined in Plan Commission Resolution #14-11 before you they are requesting the Village Land Use Plan Map amendment by by changing the designation of that property from the Community Commercial to Government and Institutional land use designation; and amending Appendix 10-3 to reflect the noted changes to the 2035 Land Use Plan Map 9.9. This is a matter for public hearing.

Tom Terwall:

The grading that's going on there currently is strictly for an extension of the parking lot, is that correct?

Jean Werbie-Harris:

That's correct.

Michael Serpe:

That's an awful big area.

Tom Terwall:

This is a matter for public hearing. Is there anybody wishing to speak on this matter? Anybody wishing to speak? Hearing none, I'll open it up to comments and questions from Commissioners and staff.

Wayne Koessler:

Move approval, Mr. Chairman.

Jim Bandura:

Second.

Tom Terwall:

MOVED BY WAYNE KOESSL AND SECONDED BY JIM BANDURA TO APPROVE RESOLUTION 14-11 FOR THE AMENDMENTS TO THE VILLAGE COMPREHENSIVE PLAN SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

I. PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #14-12 FOR AMENDMENTS TO THE VILLAGE COMPREHENSIVE PLAN: 1) to amend the Village 2035 Land Use Plan Map 9.9 of the Village's 2035 Comprehensive Plan. Specifically, the land use designation of property located at the southeast corner of CTH EZ (39th Avenue) and Springbrook Road is being changed from the Mixed Use Lands (Village Green Center) with an urban reserve land use designation to the Government and Institutional land use designation for the relocation and construction of Fire Station #1; and 2) to update Appendix 10-3 of the Village, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Jean Werbie-Harris:

Mr. Chairman, members of the Plan Commission and the audience, this is a public hearing and consideration of Plan Commission Resolution 14-12 for amendments to the Village Comprehensive Plan: 1) to amend the Village 2035 Land Use Plan Map 9.9 of the Village's 2035 Comprehensive Plan. Specifically, the land use designation of property located at the southeast corner of County Trunk Highway EZ, 39th Avenue, and Springbrook Road is being changed from the Mixed Use Lands, Village Green Center, with an urban reserve land use designation to the

Government and Institutional land use designation for the relocation and construction of Fire Station #1; and 2) to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

On May 19, 2014, the Village Board has approved a Master Conceptual Plan, Zoning Text and Map Amendment for the redevelopment of the Village Campus located at 9915 39th Avenue including the relocation of Fire & Rescue Station #1 to the north side of the Village Hall in a new building. In addition, on May 12, 2014, the Plan Commission approved Site and Operational Plans for the construction of a new Fire & Rescue Station #1, and for renovations of the existing Fire & Rescue Station #1 for Village Hall purposes.

As discussed at the May 12, 2014 Plan Commission meeting, when discussing the zoning map amendment subsequently approved by the Village Board, amendments to the Comprehensive Land Use Plan were required to ensure that the zoning map and the land use plan map are consistent. The property was rezoned by the Village Board on May 19, 2014 to I-1 (PUD), Institutional District with a Planned Unit Development Overlay Distrust, and the portion of the property for Fire Station #1 is located within the Mixed Use Lands, Village Green Center, with an Urban Reserve land use designation pursuant to the Comprehensive Plan. The entire Village Campus property is proposed to be located within the Government and Institutional land use designation so that the entire Village Campus is located in the same land use designation.

Specifically, Resolution 14-12 has the following amendments proposed. Number 1, to amend the 2035 Land Use Plan Map 9.9 to change the Mixed Use lands with Urban Reserve land use designation for the property at the southeast corner of 39th Avenue and Springbrook Road to the Government and Institutional land use designation for the relocation and construction of Fire Station #1. And, second, to update Appendix 10-3 of the Village of Pleasant 2035 Comprehensive Plan to reflect the noted changes in the land use plan map 9.9. Staff recommends approval as presented.

Tom Terwall:

This is a matter for public hearing. Anybody wishing to speak on this matter? The fire department is not here tonight. Yes, ma'am?

Cecilia Jeep:

Hi, I'm Cecilia Jeep. I'm at 9923 38th Avenue right behind here. My husband and I attended the last public hearing. My husband spoke, he couldn't be here tonight so I'm taking his place. We voiced a concern at the last public hearing about the drainage issues from the property here. We're one of the most directly affected by the change here. When it rains the water runs downhill. The problem that my husband voiced is because of the drainage issue we have a pond in our yard. We were promised somebody was going to talk to us and nobody has. We're very apprehensive about this, and we would like somebody to talk to us about what design issues are going to resolve the drainage issues.

We just don't want any pats on the back saying now, now everything is going to be okay because there are some issues on the hill in the property as it stands right now. We were told that not all the property on the hill is the Village's, and we know darn well that's not the truth. We know

where our property line is. We would like to be a little bit more involved in or at least talk to somebody about what the design is because what we heard a month ago is not what we know to be the case. And i was just wondering if somebody could be in touch with us because this not knowing is bothering both my husband and myself.

Jean Werbie-Harris:

Cecilia, can I get your phone number? We'll need to have the Village Engineer sit down and meet with you and your husband. I'm sorry, I wasn't there at the meeting on May 12th. So let me get your contact information, the best time for you to meet with the Village staff, and then they will sit down with the plans and go through everything with you, the drainage plans and everything else.

Cecilia Jeep:

After the meeting here?

Jean Werbie-Harris:

Let's wait five minutes when we're off the record.

Tom Terwall:

Anything further?

John Braig:

Move approval of Resolution 14-12.

Michael Serpe:

Second.

Tom Terwall:

IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY MIKE SERPE TO ADOPT RESOLUTION 14-12 SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM AND URGE A DISCUSSION BETWEEN THE CONCERNED PROPERTY OWNER WITH BOTH THE VILLAGE ENGINEER AND THE VILLAGE ADMINISTRATOR. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

7. ADJOURN.

John Braig:

Move adjournment.

Michael Serpe:

Second.

Wayne Koessl:

Before we adjourn, I live on 83rd Street west of Cooper Road. In between 80th Street and 82nd Street during the winter the City of Kenosha Water Utility dug up --

Michael Serpe:

Terrible.

Wayne Koessl:

-- three services that they repaired. I've called them to repair them again. They don't do anything. And it just deteriorates more and more on the east side. And also on the west side of Cooper Road just north of 82nd Street the Village did some work there I think it was on a storm sewer during the heavy rains we had, and that has a big hole there. They have a block north about gravel. There's no gravel there, it's just a big hole. And I think the City of Kenosha does not react, they don't know how to fix potholes or streets.

John Braig:

There was an article in the paper about it today.

Wayne Koessl:

What did they do, hire a contractor to do it?

Michael Serpe:

Can we adjourn now?

Wayne Koessl:

Now we can adjourn.

Tom Terwall:

Motion and a second to adjourn. All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

Meeting Adjourned: 7:26 p.m.

- A. **PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT** for the request of Berwick Properties, Inc. owner of the properties located at 9000, 9020 and 9080 76th Street known as Prairie Ridge Market Place to amend the Prairie Ridge Planned Unit Development to remove the requirements that all wall signs shall be Cardinal Red (color #3M3630-53) except for a logo as approved by the Zoning Administrator.

Recommendation:

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Zoning Text Amendment** as presented in the June 23, 2014 Village Staff Report.

VILLAGE STAFF REPORT OF JUNE 23, 2014

CONSIDERATION OF A ZONING TEXT AMENDMENT for the request of Berwick Properties, Inc. owner of the properties located at 9000, 9020 and 9080 76th Street known as Prairie Ridge Market Place to amend the Prairie Ridge Planned Unit Development to remove the requirements that all wall signs shall be Cardinal Red (color #3M3630-53) except for a logo as approved by the Zoning Administrator.

On May 15, 2000 the Village Board adopted Ord. #00-43 to create the Prairie Ridge PUD as amended on July 16, 2007 by Ord. #07-28 which allowed for specific sign requirements for Prairie Ridge Market Place located at 9000, 9020 and 9080 76th Street and allowed for the "Nonresidential development identification signs" to be located within dedicated entry monument easement to include the names of commercial businesses within Prairie Ridge commercial development area north of Prairie Ridge Blvd.

At this time the owners of 9000, 9020 and 9080 76th Street known as Prairie Ridge Market Place located on Outlot 19 in the Prairie Ridge Subdivision are requesting to amend the Prairie Ridge Planned Unit Development to remove the requirements that all wall signs shall be Cardinal Red (color #3M3630-53) except for a logo as approved by the Zoning Administrator.

Specifically Section d. ii (2) (i) and (j) as originally written in Section 420, Attachment 3, Appendix C 1 specified PUD 1 entitled *PRAIRIE RIDGE PUD* are being deleted. In addition, after further review Village staff also recommends that items (f) and (h) be modified and item (l) be added as shown below to conform with the Village current wall sign requirements:

Section 420-76DD entitled "Wall sign" shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:

- (a) A wall sign(s) shall only advertise the name(s) of the building occupants;
- (b) A wall sign(s) shall be permanently mounted on the exterior facia of the building, shall not be placed on any architectural feature and shall be a minimum of six inches from the edge of the facia or an architectural feature as shown in Exhibit 2;
- (c) A wall sign(s) shall not extend past the building's internal leasable store front area of the tenant space;
- (d) A wall sign(s) shall not extend more than 12 inches from the building's wall surface;
- (e) A wall sign(s) shall not include a changeable copy sign, electronic changing message sign or electronic scrolling sign;
- (f) All wall signs shall be internally illuminated **or halo-type illumination. The following types of signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis, including, but are not limited to: (a) External neon outlining illumination; or (b) Background painting of the building façade;**
- (g) A wall sign shall not be longer than 30 feet for any one tenant, including spacing between the type;

- (h) **Only channel-type or pin-mounted letters** ~~individual channel letters~~ shall be allowed and a symbol or company logo may be allowed as approved by the Village Zoning Administrator; **no sign raceways are allowed; and no visible electrical "crossovers" are allowed;**
- ~~(i) All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630 53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner;~~
- ~~(j) A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and~~
- (k) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.
- (l) All exterior building walls/facades where former signage was placed shall be patched and/or repaired as a condition of any new wall sign permit approval. All exterior building walls/facades shall be maintained in a state of good repair at all times.**

Village staff recommends approval of the zoning text amendment as presented.

ORD. #14-

**ORDINANCE TO AMEND SECTION 420, ATTACHMENT 3, APPENDIX C 1.
RELATED TO SPECIFIC DEVELOPMENT PLANS, ENTITLED
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT"
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,
KENOSHA COUNTY, WISCONSIN**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. D. ii (2) relating to specific development plans, entitled "1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT" of the Village Zoning Ordinance is hereby amended as follows:

- (2) Section 420-76DD titled "Wall sign" shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:
- a. A wall sign(s) shall only advertise the name(s) of the building occupants;
 - b. A wall sign(s) shall be permanently mounted on the exterior facia of the building, shall not be placed on any architectural feature and shall be a minimum of six inches from the edge of the facia or an architectural feature as shown in Exhibit 2;
 - c. A wall sign(s) shall not extend past the building's internal leasable store front area of the tenant space;
 - d. A wall sign(s) shall not extend more than 12 inches from the building's wall surface;
 - e. A wall sign(s) shall not include a changeable copy sign, electronic changing message sign or electronic scrolling sign;
 - f. All wall signs shall be internally illuminated **or halo-type illumination. The following types of signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis, including, but are not limited to: (a) External neon outlining illumination; or (b) Background painting of the building façade;**
 - g. A wall sign shall not be longer than 30 feet for any one tenant, including spacing between the type;
 - h. **Only channel-type or pin-mounted letters** individual channel letters shall be allowed and a symbol or company logo may be allowed as approved by the Village Zoning Administrator; **no sign raceways are allowed; and no visible electrical "crossovers" are allowed;**
 - ~~i. All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner;~~
 - ~~j. A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and~~
 - k. The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.

I. All exterior building walls/facades where former signage was placed shall be patched and/or repaired as a condition of any new wall sign permit approval. All exterior building walls/facades shall be maintained in a state of good repair at all times.

Adopted this ____ day of _____, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Date Posted: _____

Effective Date: _____

___-Prairie Ridge Market Place PUD amend-signage



Filed 5/16 2014 Published 6/9 2014
 Public Hearing 6/23 2014 6/16 2014
 Fee Paid 5/14 2014 Approved 20
 Notices Mailed 5/6 2014 Denied 20

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
 ZONING MAP AND TEXT AMENDMENT APPLICATION**

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie Zoning Map as hereinafter requested.

It is petitioned that the following described property be rezoned from the present N/A

 District(s) to N/A District(s). The property petitioned to be rezoned is located at: Prairie Ridge PUD and is legally described

as follows: Seeking Zoning Text Amendment only for Section 420, Attachment 3, Appendix C1

Tax Parcel Number(s): See PUD Ordinance # 07-28

The proposed use for this property is: N/A

Petitioner's interest in the requested rezoning: Zoning Text Amendment

Compatibility with adjacent land uses:

I (We) are also requesting a Zoning Text Amendment to amend Section 420, Attachment 3, of Appendix C1, Par. (d)(ii), (2)(c) of the Village Zoning Ordinance.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request to determine additional information that may be needed for this request.

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

Print Name: Berwick Properties, Inc.

Signature: [Signature]

Address: 4015 80th Street

Kenosha WI 53142
 (City) (State) (Zip)

Phone: 262-697-9616

Fax: 262-697-9856

Email: commercial@bearproperty.com

Date May 16, 2014

OWNER'S AGENT:

Print Name:

Signature:

Address:

(City) (State) (Zip)

Phone:

Fax:

Email:

Date:

[Signature]

ZONING TEXT AMENDMENT REQUEST

A zoning text amendment request is being made for the Prairie Ridge PUD – specifically to Section 420, Attachment 3, Appendix C 1 of the Village Zoning Ordinance Pertaining to Specific Development Plans, Entitled “1. Prairie Ridge Planned Unit Development (Ord. #00-43)” of the Village of Pleasant Prairie Zoning Ordinance, Kenosha County, Wisconsin Relating to Prairie Ridge PUD (Ordinance # 07-28). The applicant requests **to strike Paragraph 1(d)(ii)(2)(i) and (j)** which state as follows:

“(2) Section 420-76DD titled “Wall sign” shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:

...

(i) All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner:

(j) A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and

...”

The reason for the request to strike the above identified provisions is that a tenant in Prairie Ridge Marketplace, Valeri Orthodontics, S.C. desires to install a wall sign incorporating its logo which uses primarily dark blue lettering with sky blue accents and a sky blue smile on the left side. A copy of the proposed logo is attached hereto for reference.

This request is further being made to provide more flexibility for present and future tenants at Prairie Ridge Marketplace to install signage consistent with their company color schemes. The applicant believes granting this request will bring it in line with other multitenant commercial developments in Pleasant Prairie developed in the last few years such as the Shoppes at Prairie Ridge which do not require uniform sign coloring.

Lyon

Valeri
Orthodontics



ORDINANCE # 07-28

**ORDINANCE TO REPEAL AND RECREATE
SECTION 420, ATTACHMENT 3, APPENDIX C 1.
OF THE VILLAGE ZONING ORDINANCE
PERTAINING TO SPECIFIC DEVELOPMENT PLANS, ENTITLED
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT (ORD. #00-43)"
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,
KENOSHA COUNTY, WISCONSIN
RELATING TO PRAIRIE RIDGE PUD**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. of the Village Zoning Ordinance is hereby created to read as follows:

Section 420, Attachment 3, Appendix C 1.

1. PRAIRIE RIDGE PUD (Ord. No. 00-43, originally adopted May 15, 2000)

a. Purpose and Intent:

It is the intent that **Prairie Ridge** (hereinafter referred to as the "Development"), will provide for development and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business District; C-1, Lowland Resource Conservancy District and PR-1 Park-Recreational District zoning with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial regional retail/office center area, and seek to achieve a business environment of sustained desirability and economic stability which will operate as a uniform commercial/office development, and will seek to avoid unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

b. Legal Descriptions:

- i. **Tax Parcel Number 91-4-122-081-0105** - Outlot 18, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- ii. **Tax Parcel Number 91-4-122-081-0110** - Outlot 19, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- iii. **Tax Parcel Number 91-4-122-081-0131** - Parcel 1, CSM #2175, Document #1174606; f/k/a Outlot 17, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- iv. **Tax Parcel Number 91-4-122-081-0140** - Outlot 16, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

- v. **Tax Parcel Number 91-4-122-081-0200** - Outlot 20, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vi. **Tax Parcel Number 91-4-122-081-0210** - Outlot 21, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vii. **Tax Parcel Number 91-4-122-081-0221** - Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727, excluding Parcel 1 of CSM #2063.
- viii. **Tax Parcel Number 91-4-122-081-0250** - Parcel 1, CSM #2063, Document #1113314; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

The above-noted parcels are all located in a part of the Northeast One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

- ix. **Tax Parcel Number 91-4-122-082-0121** - Lot 1, CSM #2559, Document #1504504.
- x. **Tax Parcel Number 91-4-122-082-0122** - Lot 2, CSM #2559, Document #1504504.
- xi. **Tax Parcel Number 91-4-122-082-0135** - Lot 1, CSM #2514, Document #1473614; a re-division of Lot 1, CSM #2314, Document #1276030; a re-division of Parcel 2, CSM #2283, Document #1247573; f/k/a Parcel 3, CSM #2107, Document #1141746; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xii. **Tax Parcel Number 91-4-122-082-0201** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiii. **Tax Parcel Number 91-4-122-082-0202** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiv. **Tax Parcel Number 91-4-122-082-0306** - Lot 2, CSM #2314, Document #1276030 and Lot 2, CSM #2514, Document #1473614; f/k/a Outlot 23, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xv. Also included are all dedicated rights-of-way adjacent to said parcels and specifically including the 76th Street, 77th Street, 91st Avenue, 94th Avenue and 99th Avenue; the south half of 75th Street (STH 50), the west half of 88th Avenue (CTH H) and the east half of 104th Avenue adjacent to the above noted parcels; and Prairie Ridge Boulevard (between 88th and 104th Avenues).

The above-noted parcels and rights-of-way are all located in a part of the Northwest One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (See Exhibit 1).

The above legally described parcels constitute the Development.

c. Requirements for the DEVELOPMENT:

- i. The Development shall be in compliance with all Federal State, County and Village ordinances and regulations except as expressly modified in Section 12.26-4 (I) 1 d below.
- ii. The Development shall be in compliance with the Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants, as may be amended, as recorded at the Kenosha County Register of Deeds Office.
- iii. The Development shall be in compliance with the Final Plats for the Prairie Ridge Subdivision and Prairie Ridge Subdivision Addition #1 as recorded at the Kenosha County Register of Deeds Office.

d. Specific Modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:

- i. Prior to any new lot being created and/or prior to consideration of the required Site and Operational Plan and/or Conditional Use Permit within the Development, a detailed Conceptual Plan shall be required in accordance with and pursuant to Section 395-27 of the Village Land Division and Development Control Ordinance.
- ii. The buildings located at 9000, 9020 and 9080 76th Street on Outlot 19 (Tax Parcel Number 91-4-122-081-0110) of the Prairie Ridge Subdivision within the Development and herein referred to as "Prairie Ridge Marketplace" shall specifically allow for the modification of the following Sections of the Village Zoning Ordinance:
 - (1) Section 420-76T titled "Primary Monument Sign" shall be modified for the Prairie Ridge Marketplace; and the following primary monument sign requirements shall apply:
 - (a) The sign shall not exceed six feet in height and shall be constructed of the same brick to match the buildings on said property, or as approved by the Village Zoning Administrator and VK Development or any subsequent owner;
 - (b) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (c) The maximum sign area shall not exceed 130 square feet per sign face.

- (d) The minimum setback distances shall be 15 feet from any public street or highway right-of-way line;
 - (e) The sign shall include only the name of the facility "Prairie Ridge Marketplace" and the street address of each principal building on the property on at least one side but may be installed on both faces. Individual tenants shall not be listed on said sign;
 - (f) The landscaping for the sign shall extend a minimum of five feet in every direction from the base or other support structure of the sign; and
 - (g) The sign shall be ground lit, not internally illuminated.
- (2) Section 420-76DD titled "Wall sign" shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:
- (a) A wall sign(s) shall only advertise the name(s) of the building occupants;
 - (b) A wall sign(s) shall be permanently mounted on the exterior facia of the building, shall not be placed on any architectural feature and shall be a minimum of six inches from the edge of the facia or an architectural feature as shown in Exhibit 2;
 - (c) A wall sign(s) shall not extend past the building's internal leasable store front area of the tenant space;
 - (d) A wall sign(s) shall not extend more than 12 inches from the building's wall surface;
 - (e) A wall sign(s) shall not include a changeable copy sign, electronic changing message sign or electronic scrolling sign;
 - (f) All wall signs shall be internally illuminated;
 - (g) A wall sign shall not be longer than 30 feet for any one tenant, including spacing between the type;
 - (h) Only individual channel letters shall be allowed and a symbol or company logo may be allowed as approved by the Village Zoning Administrator;
 - (i) All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner;

remove
restriction

(j) A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and

*remove
restriction*

(k) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.

(3) Section 420-78k titled "Aggregate permitted background commercial advertising sign area" shall not apply to Prairie Ridge Marketplace; however, canopy signs, illuminated window signs and roof signs shall not be allowed.

iii. Section 420-76R titled "Nonresidential development identification signs" shall be modified for said sign located in the dedicated entry monument easement on a portion of Lot 1, CSM #2482 (Tax Parcel Number 91-4-122-082-0201) (at the southeast corner of STH 50 and 104th Avenue) within the Development; and the following regulations shall apply:

(1) Only one such sign shall be allowed within the Development in the easement area described above;

(2) The sign shall have a maximum of three-sides.

(3) The sign shall be constructed of brick with stone accents and pre-cast stone caps and black wrought iron railings as shown on Exhibit 3;

(4) The sign shall include the name of the development "Shoppes at Prairie Ridge" only and names of individual tenants within the Development shall be listed on said sign;

(5) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign;

(6) The individual channel letters, caps and returns that state "Shoppes at Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed 12 inches in height.

(7) The sign shall be ground lit and/or internally illuminated;

(8) The landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the signs;

(9) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;

(10) The maximum sign area shall not exceed 167 square feet per face;

(11) The minimum setback distances shall be 15 feet from the STH 50 and 104th Avenue right-of-way lines; and

ORDINANCE # 07-28

**ORDINANCE TO REPEAL AND RECREATE
SECTION 420, ATTACHMENT 3, APPENDIX C 1.
OF THE VILLAGE ZONING ORDINANCE
PERTAINING TO SPECIFIC DEVELOPMENT PLANS, ENTITLED
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT (ORD. #00-43)"
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,
KENOSHA COUNTY, WISCONSIN
RELATING TO PRAIRIE RIDGE PUD**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. of the Village Zoning Ordinance is hereby created to read as follows:

Section 420, Attachment 3, Appendix C 1.

1. PRAIRIE RIDGE PUD (Ord. No. 00-43, originally adopted May 15, 2000)

a. Purpose and Intent:

It is the intent that **Prairie Ridge** (hereinafter referred to as the "Development"), will provide for development and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business District; C-1, Lowland Resource Conservancy District and PR-1 Park-Recreational District zoning with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial regional retail/office center area, and seek to achieve a business environment of sustained desirability and economic stability which will operate as a uniform commercial/office development, and will seek to avoid unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

b. Legal Descriptions:

- i. **Tax Parcel Number 91-4-122-081-0105** – Outlot 18, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- ii. **Tax Parcel Number 91-4-122-081-0110** - Outlot 19, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- iii. **Tax Parcel Number 91-4-122-081-0131** – Parcel 1, CSM #2175, Document #1174606; f/k/a Outlot 17, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- iv. **Tax Parcel Number 91-4-122-081-0140** - Outlot 16, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

- v. **Tax Parcel Number 91-4-122-081-0200** - Outlot 20, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vi. **Tax Parcel Number 91-4-122-081-0210** - Outlot 21, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vii. **Tax Parcel Number 91-4-122-081-0221** - Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727, excluding Parcel 1 of CSM #2063.
- viii. **Tax Parcel Number 91-4-122-081-0250** - Parcel 1, CSM #2063, Document #1113314; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

The above-noted parcels are all located in a part of the Northeast One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

- ix. **Tax Parcel Number 91-4-122-082-0121** - Lot 1, CSM #2559, Document #1504504.
- x. **Tax Parcel Number 91-4-122-082-0122** - Lot 2, CSM #2559, Document #1504504.
- xi. **Tax Parcel Number 91-4-122-082-0135** - Lot 1, CSM #2514, Document #1473614; a re-division of Lot 1, CSM #2314, Document #1276030; a re-division of Parcel 2, CSM #2283, Document #1247573; f/k/a Parcel 3, CSM #2107, Document #1141746; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xii. **Tax Parcel Number 91-4-122-082-0201** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiii. **Tax Parcel Number 91-4-122-082-0202** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiv. **Tax Parcel Number 91-4-122-082-0306** - Lot 2, CSM #2314, Document #1276030 and Lot 2, CSM #2514, Document #1473614; f/k/a Outlot 23, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xv. Also included are all dedicated rights-of-way adjacent to said parcels and specifically including the 76th Street, 77th Street, 91st Avenue, 94th Avenue and 99th Avenue; the south half of 75th Street (STH 50), the west half of 88th Avenue (CTH H) and the east half of 104th Avenue adjacent to the above noted parcels; and Prairie Ridge Boulevard (between 88th and 104th Avenues).

The above-noted parcels and rights-of-way are all located in a part of the Northwest One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (See Exhibit 1).

The above legally described parcels constitute the Development.

c. Requirements for the DEVELOPMENT:

- i. The Development shall be in compliance with all Federal State, County and Village ordinances and regulations except as expressly modified in Section 12.26-4 (I) 1 d below.
- ii. The Development shall be in compliance with the Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants, as may be amended, as recorded at the Kenosha County Register of Deeds Office.
- iii. The Development shall be in compliance with the Final Plats for the Prairie Ridge Subdivision and Prairie Ridge Subdivision Addition #1 as recorded at the Kenosha County Register of Deeds Office.

d. Specific Modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:

- i. Prior to any new lot being created and/or prior to consideration of the required Site and Operational Plan and/or Conditional Use Permit within the Development, a detailed Conceptual Plan shall be required in accordance with and pursuant to Section 395-27 of the Village Land Division and Development Control Ordinance.
- ii. The buildings located at 9000, 9020 and 9080 76th Street on Outlot 19 (Tax Parcel Number 91-4-122-081-0110) of the Prairie Ridge Subdivision within the Development and herein referred to as "Prairie Ridge Marketplace" shall specifically allow for the modification of the following Sections of the Village Zoning Ordinance:
 - (1) Section 420-76T titled "Primary Monument Sign" shall be modified for the Prairie Ridge Marketplace; and the following primary monument sign requirements shall apply:
 - (a) The sign shall not exceed six feet in height and shall be constructed of the same brick to match the buildings on said property, or as approved by the Village Zoning Administrator and VK Development or any subsequent owner;
 - (b) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (c) The maximum sign area shall not exceed 130 square feet per sign face.

- (d) The minimum setback distances shall be 15 feet from any public street or highway right-of-way line;
 - (e) The sign shall include only the name of the facility "Prairie Ridge Marketplace" and the street address of each principal building on the property on at least one side but may be installed on both faces. Individual tenants shall not be listed on said sign;
 - (f) The landscaping for the sign shall extend a minimum of five feet in every direction from the base or other support structure of the sign; and
 - (g) The sign shall be ground lit, not internally illuminated.
- (2) Section 420-76DD titled "Wall sign" shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:
- (a) A wall sign(s) shall only advertise the name(s) of the building occupants;
 - (b) A wall sign(s) shall be permanently mounted on the exterior facia of the building, shall not be placed on any architectural feature and shall be a minimum of six inches from the edge of the facia or an architectural feature as shown in Exhibit 2;
 - (c) A wall sign(s) shall not extend past the building's internal leasable store front area of the tenant space;
 - (d) A wall sign(s) shall not extend more than 12 inches from the building's wall surface;
 - (e) A wall sign(s) shall not include a changeable copy sign, electronic changing message sign or electronic scrolling sign;
 - (f) All wall signs shall be internally illuminated;
 - (g) A wall sign shall not be longer than 30 feet for any one tenant, including spacing between the type;
 - (h) Only individual channel letters shall be allowed and a symbol or company logo may be allowed as approved by the Village Zoning Administrator;
 - (i) All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner;

- (j) A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and
 - (k) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.
- (3) Section 420-78k titled "Aggregate permitted background commercial advertising sign area" shall not apply to Prairie Ridge Marketplace; however, canopy signs, illuminated window signs and roof signs shall not be allowed.
- iii. Section 420-76R titled "Nonresidential development identification signs" shall be modified for said sign located in the dedicated entry monument easement on a portion of Lot 1, CSM #2482 (Tax Parcel Number 91-4-122-082-0201) (at the southeast corner of STH 50 and 104th Avenue) within the Development; and the following regulations shall apply:
- (1) Only one such sign shall be allowed within the Development in the easement area described above;
 - (2) The sign shall have a maximum of three-sides.
 - (3) The sign shall be constructed of brick with stone accents and pre-cast stone caps and black wrought iron railings as shown on Exhibit 3;
 - (4) The sign shall include the name of the development "Shoppes at Prairie Ridge" only and names of individual tenants within the Development shall be listed on said sign;
 - (5) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign;
 - (6) The individual channel letters, caps and returns that state "Shoppes at Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed 12 inches in height.
 - (7) The sign shall be ground lit and/or internally illuminated;
 - (8) The landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the signs;
 - (9) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (10) The maximum sign area shall not exceed 167 square feet per face;
 - (11) The minimum setback distances shall be 15 feet from the STH 50 and 104th Avenue right-of-way lines; and

(12) The sign shall not exceed 24 feet in height, as shown on Exhibit 3.

iv. Section 420-76R titled "Nonresidential development identification signs" shall be modified for said signs and entrance markers located in the dedicated entry monument easements on a portion of:

(a) Outlot 19 at the southeast corner of 75th Street (STH 50) and 91st Avenue (Tax Parcel Number 91-4-122-081-0110) (See Exhibit 4).

(b) Outlot 20 at the southwest corner of 75th Street (STH 50) and 91st Avenue (Tax Parcel Number 91-4-122-081-0200) (See Exhibit 4).

(c) Outlot 21 at the southeast corner of 75th Street (STH 50) and 94th Avenue (Tax Parcel Number 91-4-122-081-0210) (See Exhibit 4).

(d) Lot 2, CSM #2559 at the southeast corner of 75th Street (STH 50) and 99th Avenue (Tax Parcel Number 91-4-122-082-0122) (See Exhibits 4A & 4B).

(e) Lot 2, CSM #2482 at the southwest corner of 75th Street (STH 50) and 99th Avenue (Tax Parcel Number 91-4-122-082-0202) (See Exhibit 4A & 4B).

(f) Lot 1, CSM 2514 at the southeast corner of 77th Street and 104th Avenue (Tax Parcel Number 91-4-122-082-0135) (See Exhibit 6).

The following regulations shall apply to these signs:

(1) Only six such signs shall be allowed within the Development in the easement areas described above in d. iv (a) - (f);

(2) The signs and entrance markers shall be constructed of brick with stone accents and pre-cast stone caps and black wrought iron railings as shown in Exhibits 4, 4A, 4B & 6;

(3) The signs shall include the name of the development "Shoppes at Prairie Ridge" and only names of individual tenants within the Development may be listed on said sign in the "project information area" as shown on Exhibits 4, 4A, 4B & 6;

(4) The sign may include the developers logo on a 1.33 foot by 1.33 foot casted brass recessed sign and shown on Exhibits 4, 4A, 4B & 6;

(5) The individual channel letters, caps and returns that state "Shoppes at Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed 12 inches in height;

- (6) The changeable copy of tenant names in the "project information area" are subject to the following:
 - (a) The maximum "project information area" shall not exceed 90 square feet as shown in Exhibits 4, 4A, 4B & 6;
 - (b) VK Development Corporation or the appropriate applicant shall submit the required sign permit application for the changeable copy of tenant names in the "project information area" for issuance of permits prior to any change is proposed;
 - (c) Tenant names/logos shall be listed in the "project information area" on each one face and each face may list different tenant names;
 - (d) Only the tenant name and company symbol or logo shall be allowed in the "project information area";
 - (e) The background color of the "project information area" shall be the tenant's choice and the letters and/or company symbols or logos may be the tenant's choice of color;
 - (f) The "project information area" shall be internally illuminated;
 - (g) All tenant names shall be a minimum of four inches apart and shall be a minimum of two inches from the outer edge of the "project information area";
 - (7) The landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the signs and entrance markers;
 - (8) An electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (9) The maximum sign area shall not exceed 167 square feet per face;
 - (10) The minimum setback distances shall be 15 feet from any public street or highway right-of-way line;
 - (11) The signs shall not exceed 16.33 (16'-4") feet in height, and the entrance markers shall not exceed five (5) feet in height as shown on Exhibits 4, 4A, 4B & 6.
- v. Section 420-76R titled "Non Residential Development Identification Signs" shall be modified for the signs and entrance markers located in the dedicated entry monument easements in the boulevard of Prairie Ridge Boulevard between 88th and 104th Avenues within the

Development; however, the following regulations shall apply:

- (1) The sign(s) shall be constructed of brick as shown in accordance with Exhibit 5;
 - (2) The Nonresidential development identification signs as specified in Section d iii, iv, v of this Ordinance shall be constructed of the same brick;
 - (3) The sign(s) shall include the name of the development "Prairie Ridge" only and names of individual tenants within the Development shall not be listed on said sign;
 - (4) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign.
 - (5) The individual channel letters, caps and returns that state "Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed nine inches in height.
 - (6) The sign(s) may be ground lit and not internally illuminated;
 - (7) The landscaping shall extend two feet in front of and in back of the base or other support structure of the signs;
 - (8) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (9) The maximum sign area shall not exceed 36 square feet per face;
 - (10) The minimum setback distances shall be three feet from the back of curb of the boulevard;
 - (11) The signs shall not exceed 6.33 feet in height as shown on Exhibit 5.
- vi. The Non Residential Development Identification Signs as specified in Section d iii, iv, v above shall be constructed of the same brick.

e. AMENDMENTS:

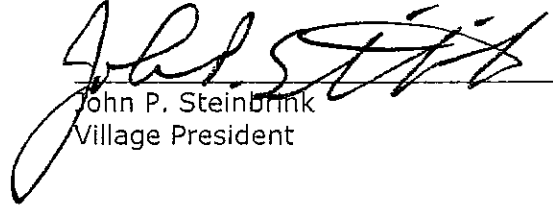
- (1) The PUD regulations for said Development may be amended pursuant to Section 420-13 of the Zoning Ordinance.
- (2) For an amendment related to a particular parcel within the Development, then the required application shall be filed by the owner(s) of said property requesting the change. For an amendment related to the requirements within a dedicated entry monument easement within the Development, then the required application shall be filed by VK Development Corporation.

Adopted this 16th day of July, 2007.

VILLAGE OF PLEASANT PRAIRIE

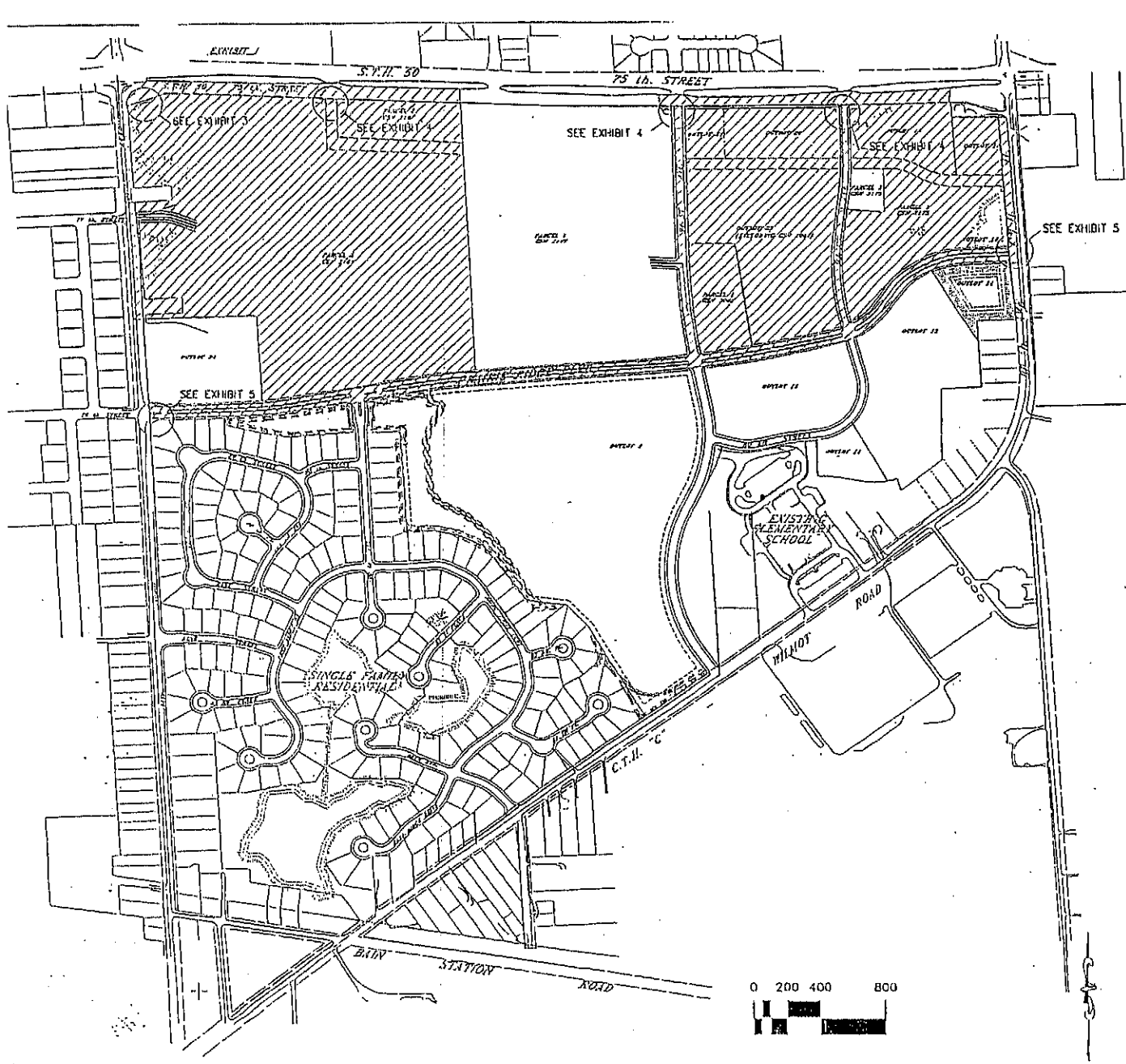
ATTEST:


Jane M. Romanowski
Village Clerk


John P. Steinbrink
Village President

Posted: 7-17-07
Effective Date: 7-17-07

28-Prairie Ridge PUD (re-created in 2007) FINAL



VK
 VK DEVELOPMENT CORPORATION
 19275 W. CAPITOL DRIVE
 BROOKFIELD, WI. 53015
 TEL: 222-7900 FAX: 222-7900-8010

PRAIRIE RIDGE

VILLAGE OF PLEASANT PRAIRIE
 KENOSHA COUNTY, WISCONSIN


 PUD DESIGNATED AREA

EXHIBIT 1

Original Ord. #00-43

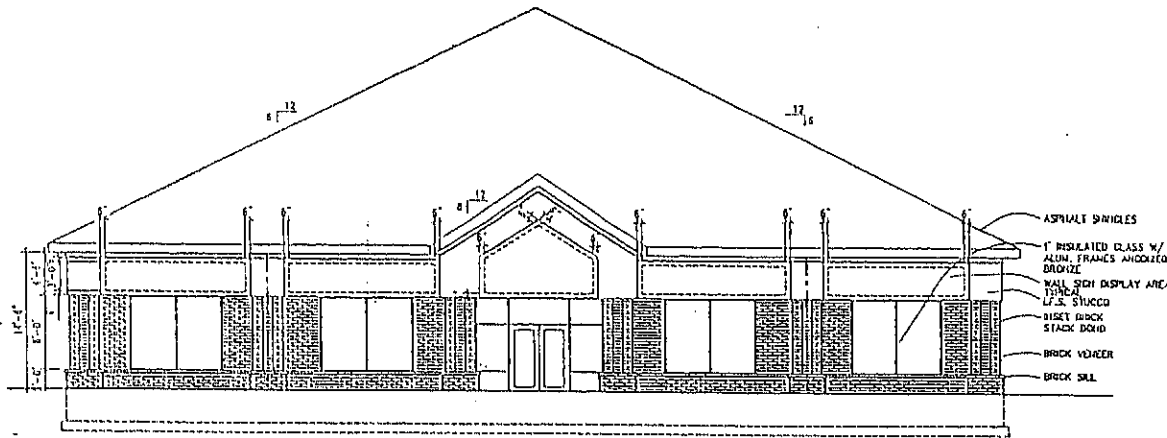
Revised Ord. #07-28

VK

VK DEVELOPMENT CORPORATION
10275 W. CAPITOL DRIVE
BROOKFIELD, WI. 53045
TEL: 262-790-0000 FAX: 262-790-0010

PRAIRIE RIDGE

VILLAGE OF PLEASANT PRAIRIE
KANOSHA COUNTY, WISCONSIN



ELEVATION

1/8" = 1'-0"

LOCATION:

BUILDINGS AT 9000, 9200, 9080
76 TH STREET IN OUTLOT # 19

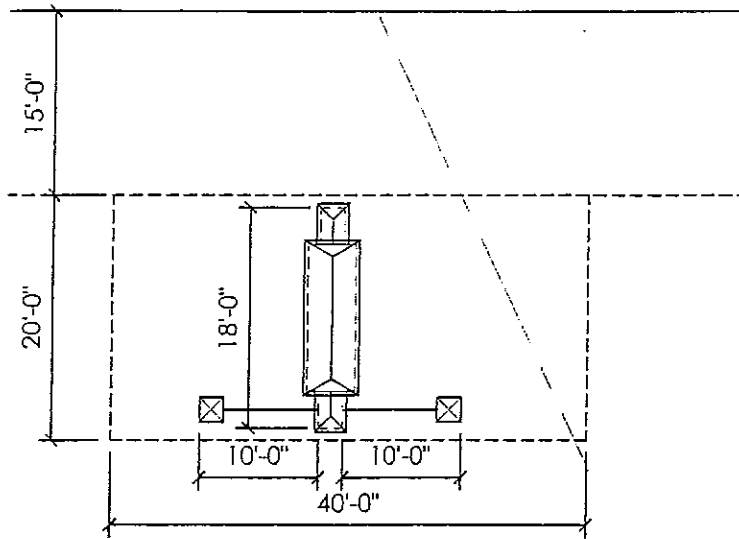
REFERRED TO: AS
" PRAIRIE RIDGE MARKET PLACE"

EXHIBIT 2

Original Ord. #00-43

Revised Ord. #07-28

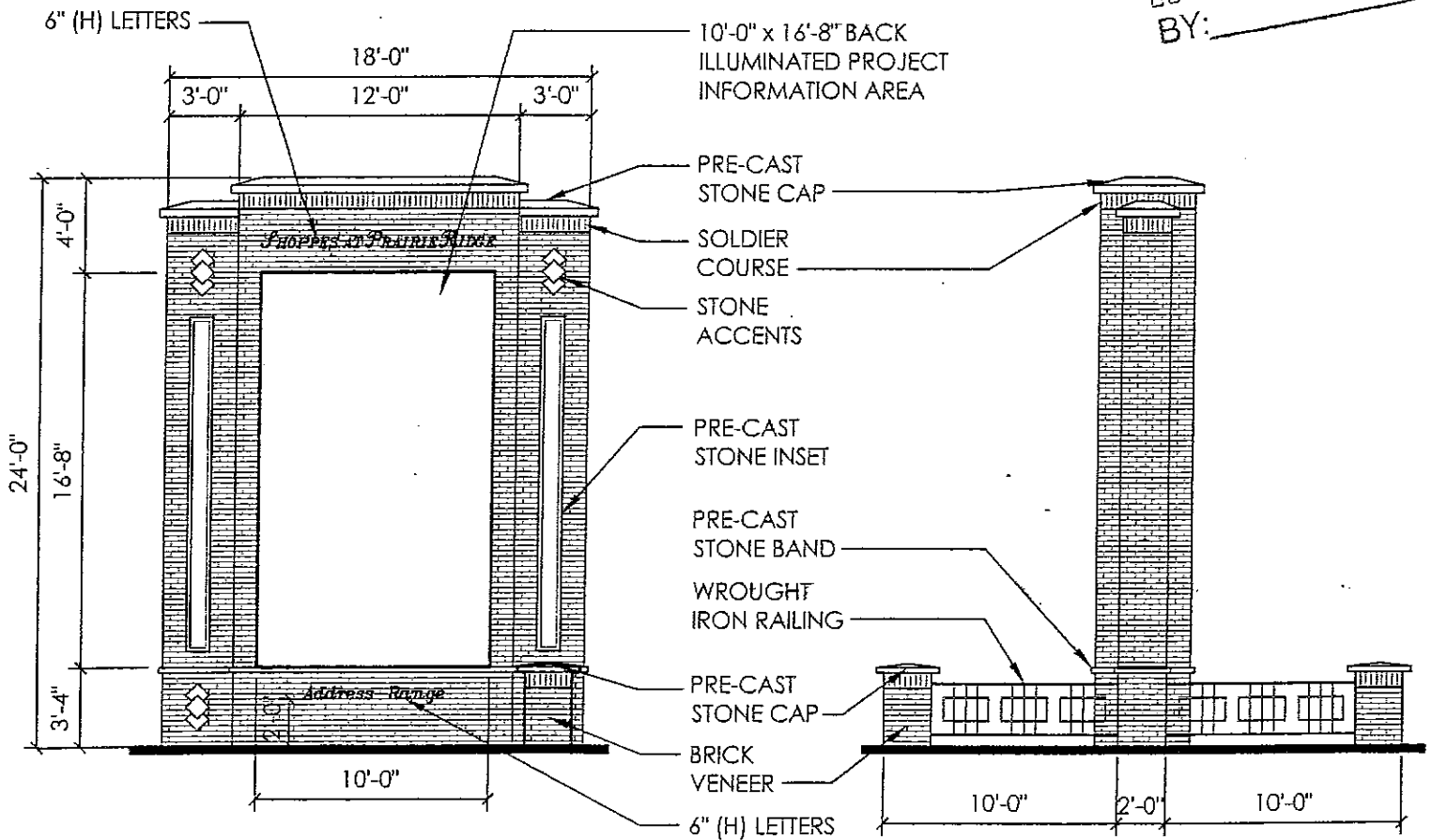
NOTE:
DOUBLE SIDED SIGN



ENTRANCE SIGNAGE

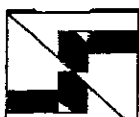
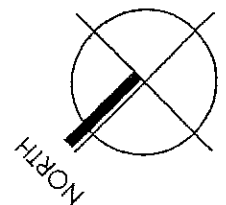
1/16" = 1'-0"

RECEIVED
JUL 10 2007
BY: _____



PROJECT SIGN @ THE ENTRANCE OFF 104th & S.T.H.50

1/8" = 1'-0"



STEWART ■ NOSKY
ARCHITECTS, LTD.
1411 Opus Place, Suite 220
Downers Grove, Illinois 60515

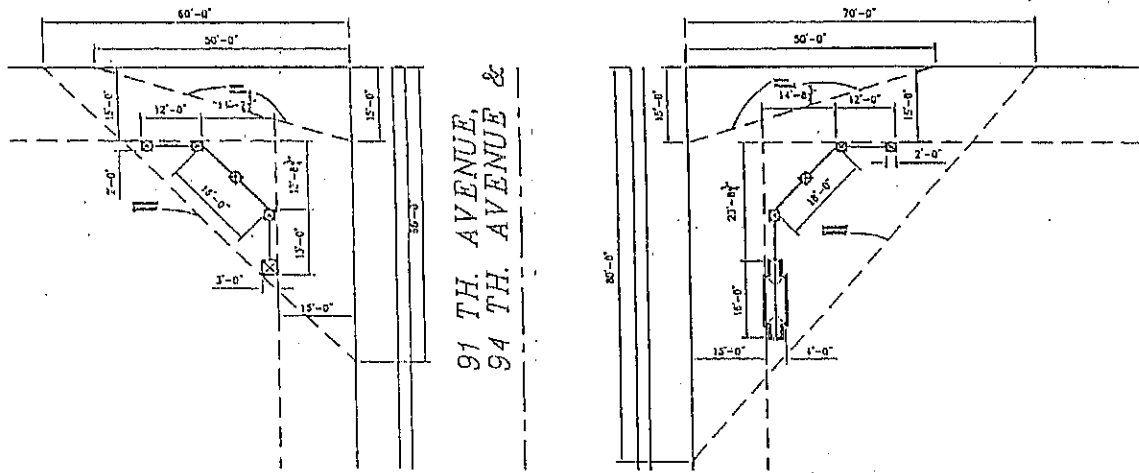
THE SHOPPES AT PRAIRIE RIDGE

PLEASANT DAVIDE WISCONSIN

EXHIBIT 3

JOB #0704.00
ISSUE DATE: 04-13-07

S.T.H. 50



91 TH. AVENUE,
94 TH. AVENUE &

TYPICAL ENTRANCE SIGNAGE

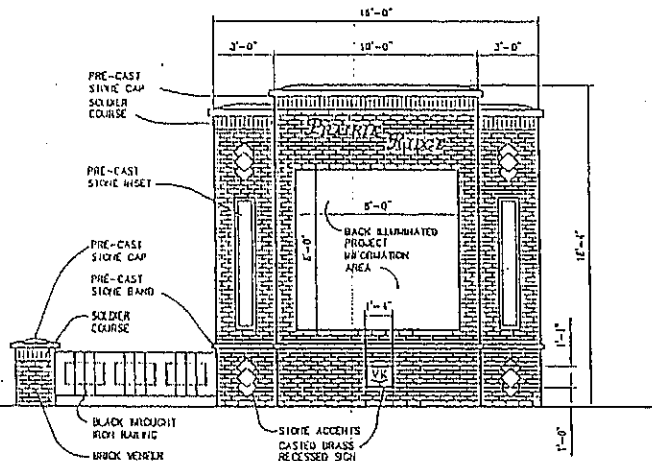
1/16" = 1'-0"

VK

VK DEVELOPMENT CORPORATION
19275 W. CAPITOL DRIVE
BROOKFIELD, WI. 53045
TEL. 262-790-8000 FAX. 262-790-8010

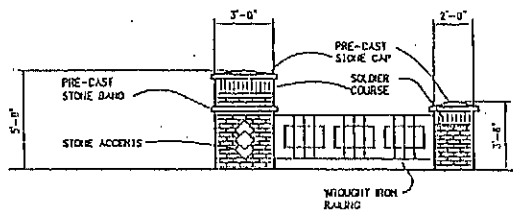
PRAIRIE RIDGE

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN



PROJECT SIGN

1/4" = 1'-0"



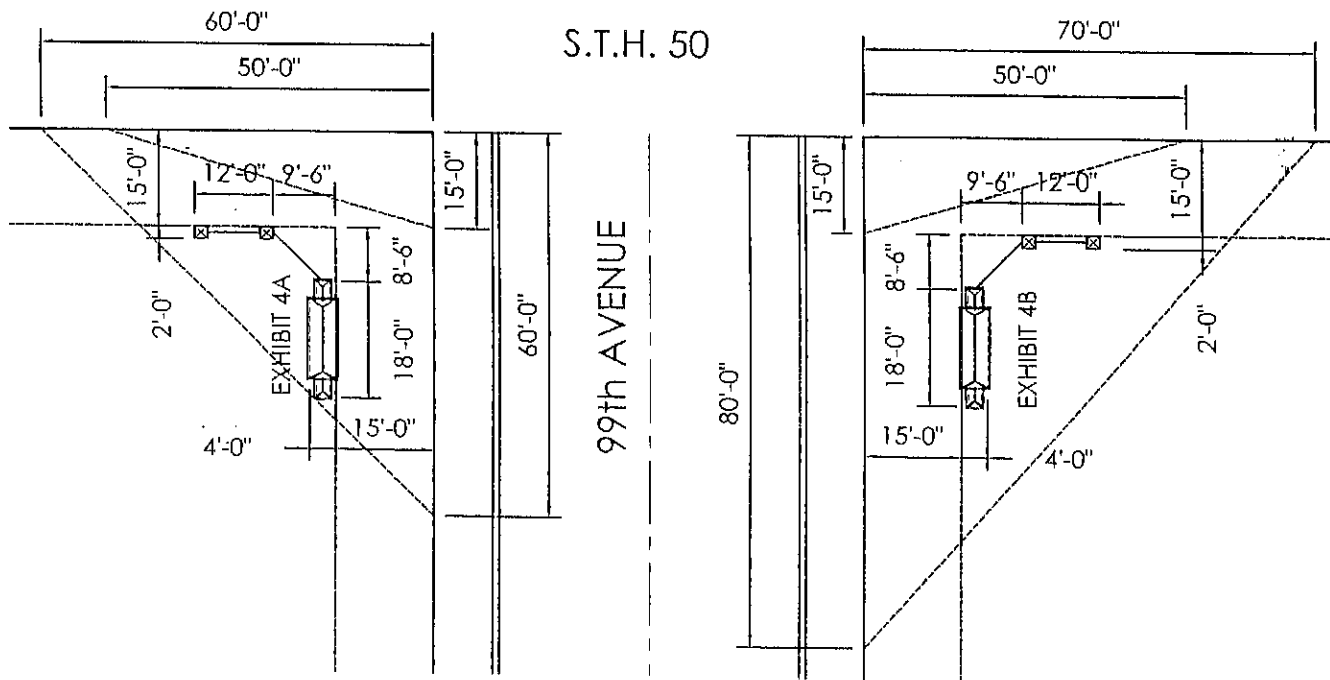
ENTRANCE MARKER

1/4" = 1'-0"

EXHIBIT 4

Original Ord. #00-43

Revised Ord. #07-Z8

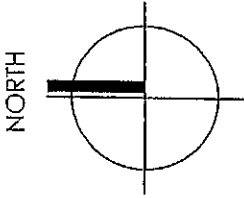
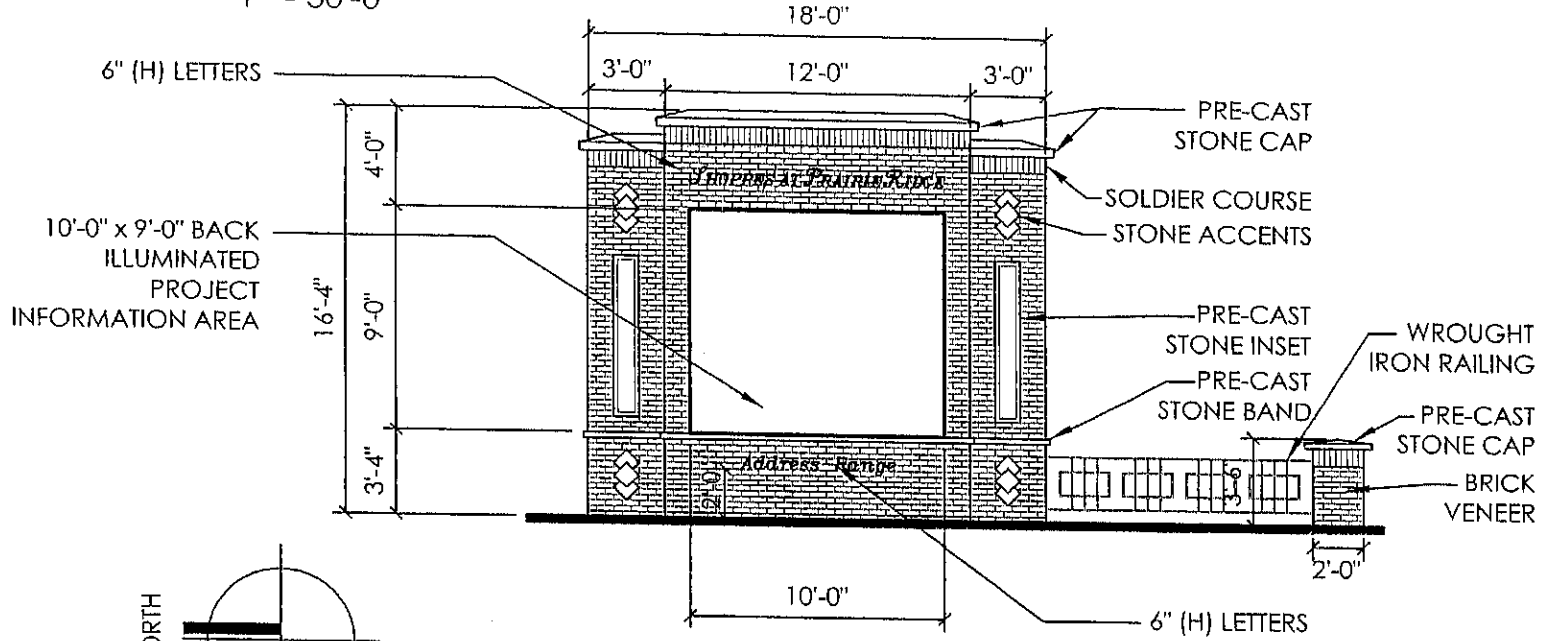


NOTE:
DOUBLE SIDED SIGN

RECEIVED
JUL 10 2007
BY: _____

TYPICAL ENTRANCE SIGNAGE

1" = 30'-0"



PROJECT SIGN

1/8" = 1'-0"

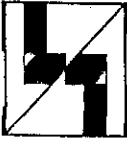
EXHIBIT 4A

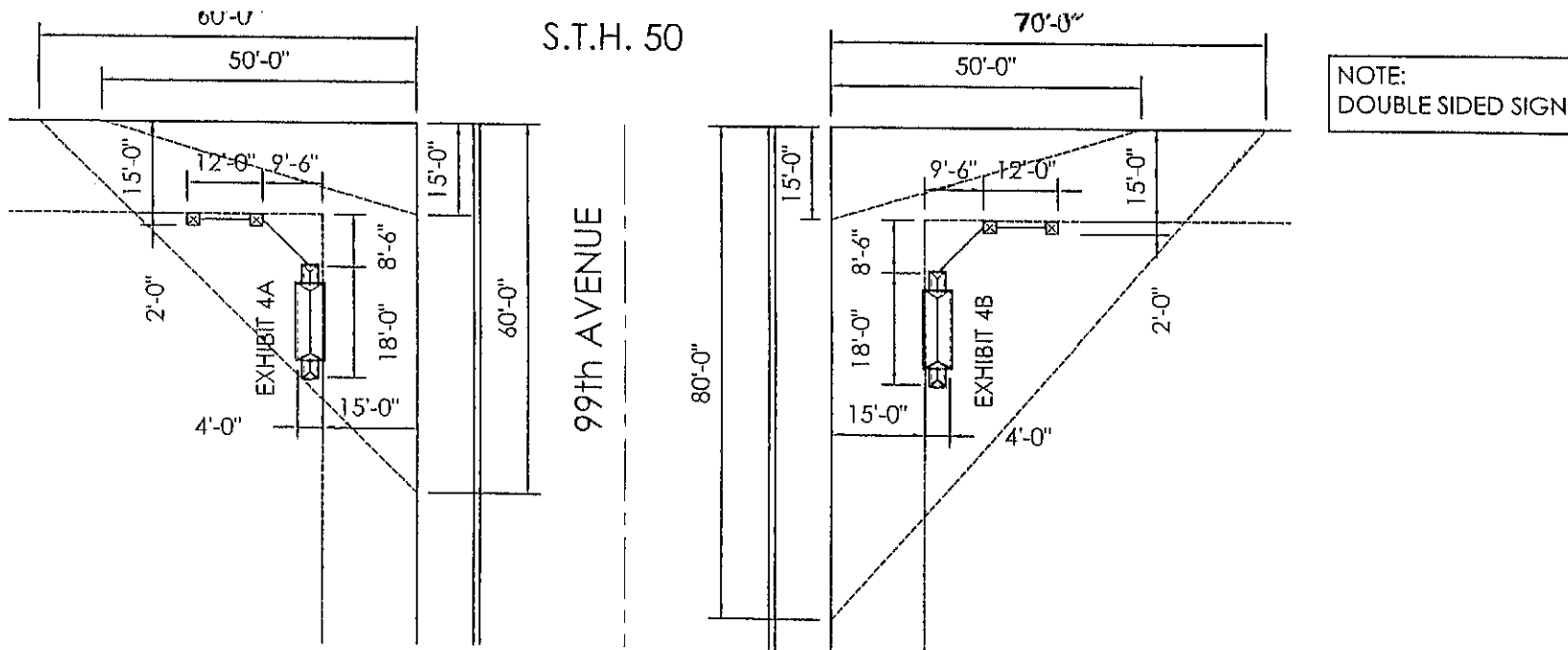
JOB #0704.00
ISSUE DATE: 04-13-07
REV: 07 00 0000

THE SHOPPES AT PRAIRIE RIDGE

PLEASANT PRAIRIE, WISCONSIN

STEWART ■ NOSKY
ARCHITECTS, LTD.
1411 Opus Place, Suite 220
Downers Grove, Illinois 60515
PH: (630) 241-0444 FAX: (630) 241-0454





TYPICAL ENTRANCE SIGNAGE

1" = 30'-0"

EXHIBIT 4B

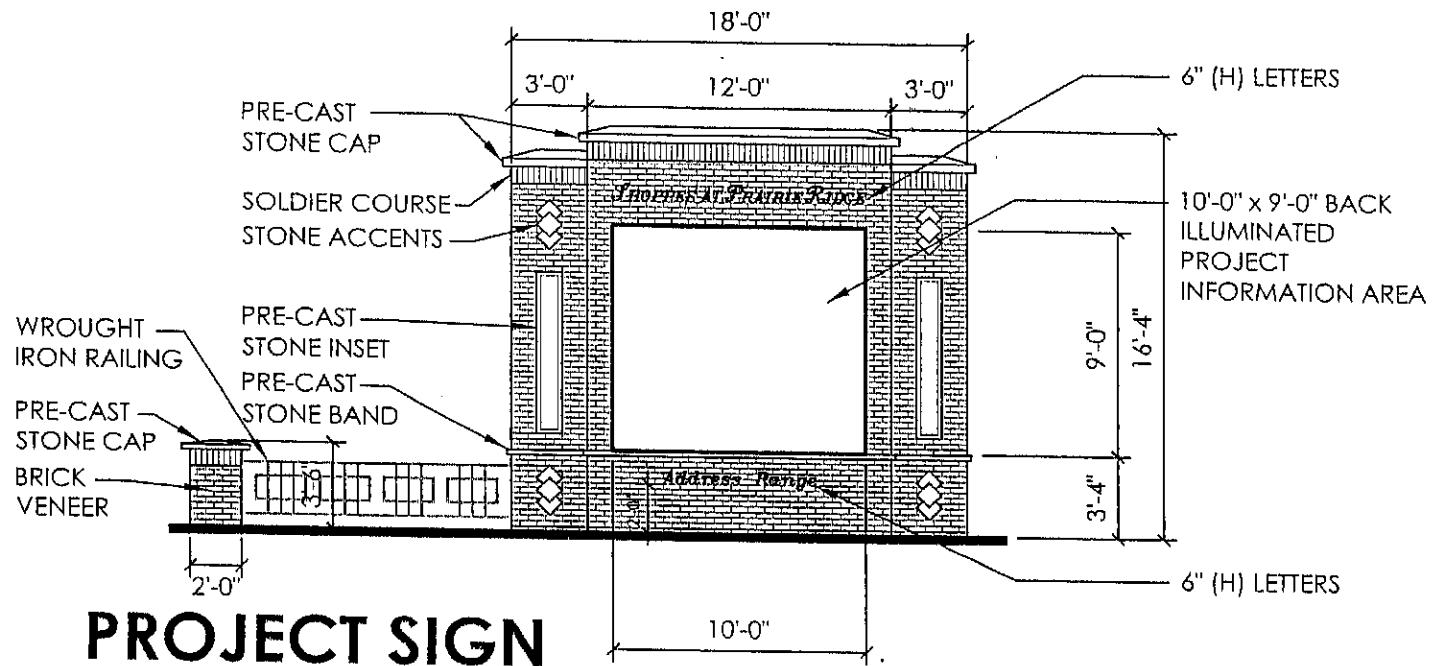
JOB #0704.00
 ISSUE DATE: 04-13-07

THE SHOPPES AT PRAIRIE RIDGE

PLEASANT PRAIRIE, WISCONSIN

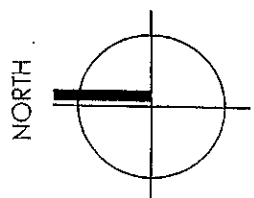
STEWART ■ NOSKY
 ARCHITECTS, LTD.

1411 Opus Place, Suite 220
 Downers Grove, Illinois 60515
 PH: (630) 241-0444 FAX: (630) 241-0454



PROJECT SIGN

1/8" = 1'-0"

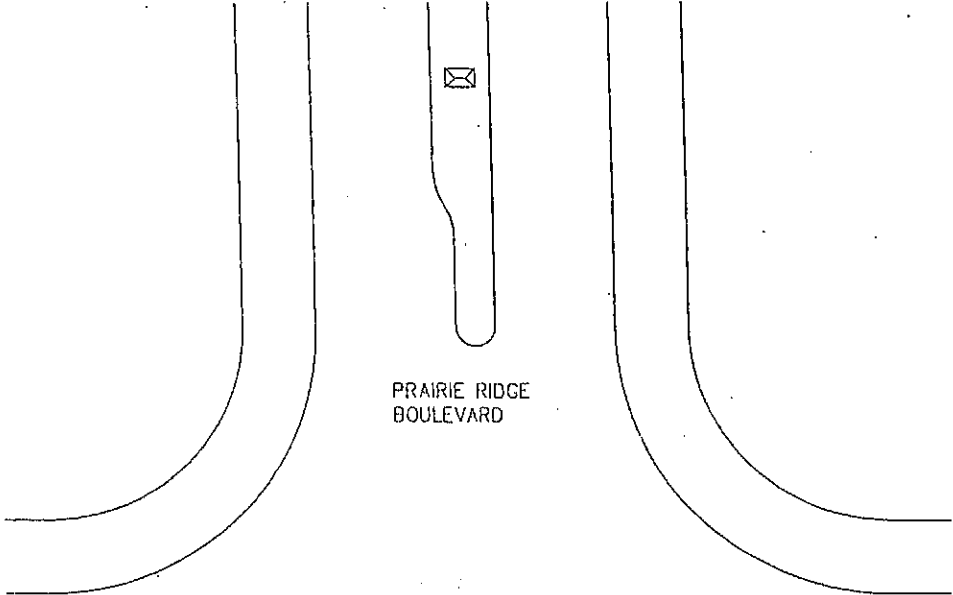




VK DEVELOPMENT CORPORATION
 10276 W. CAPITOL DRIVE
 BROOKFIELD, WI 53045
 TEL: 262-793-0000 FAX: 262-793-8410

PRAIRIE RIDGE

VILLAGE OF PLEASANT PRAIRIE
 XENOSHA COUNTY, WISCONSIN

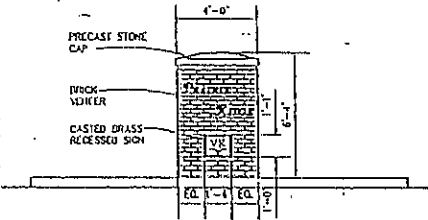


PRAIRIE RIDGE
 BOULEVARD

ENTRANCE MARKER

TYPICAL @ 104th AVE. & PRAIRIE RIDGE BLVD
 AND 65th AVE. & PRAIRIE RIDGE BLVD

1/16" = 1'-0"



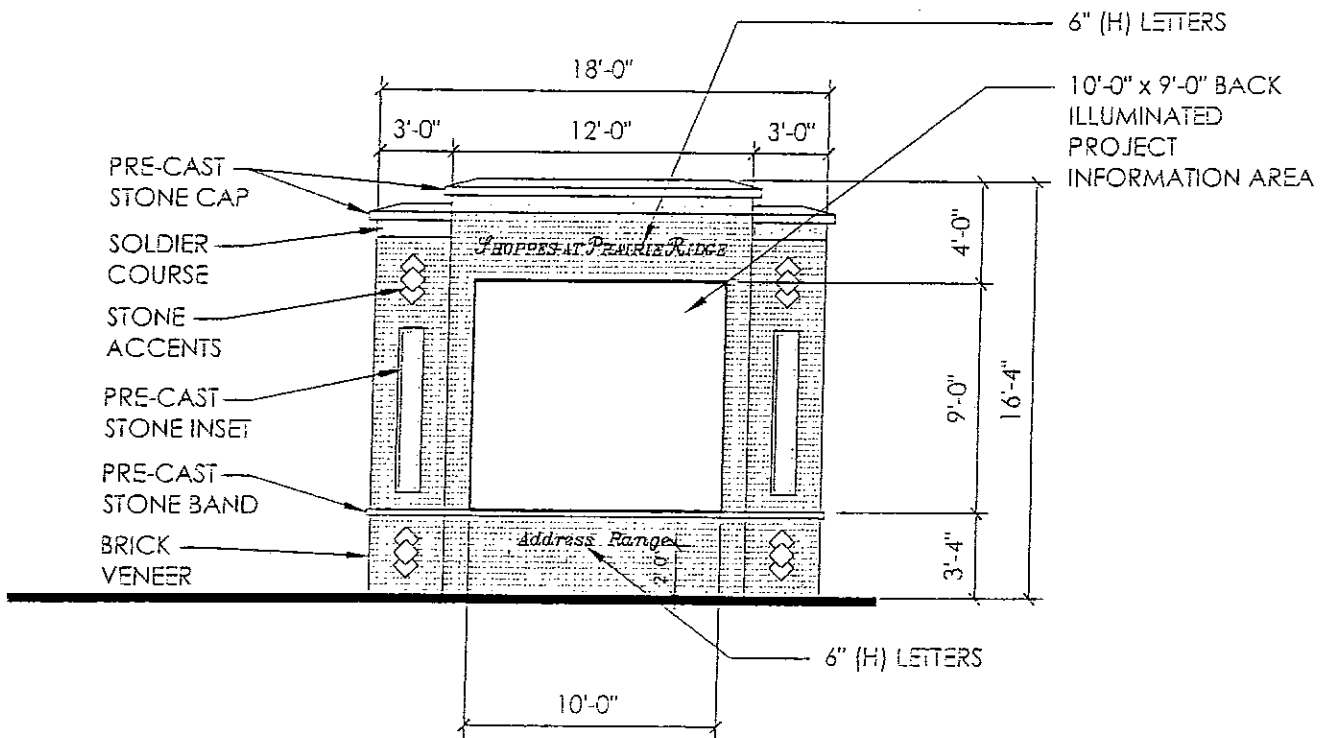
CENTER MARKER

1/4" = 1'-0"

EXHIBIT 5

Original Ord. #00-43

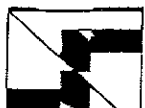
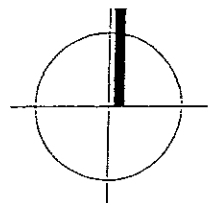
Revised Ord. #07-28



PROJECT SIGN @ THE ENTRANCE OFF 104th & 77th STREET

1/8" = 1'-0"

NORTH



STEWART ■ NOSKY
ARCHITECTS, LTD.
1411 Opus Place, Suite 220
Downers Grove, Illinois 60515

THE SHOPPES AT PRAIRIE RIDGE

EXHIBIT 6

JOB #0704.00
ISSUE DATE: 04.13.07

- B. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND TEXT AMENDMENTS** for the request of Ann Rhey on behalf of Extended Love Investments Properties LLP, owner of the property located at 9191 80th Street to rezone the property from I-1, Institutional District to I-1 (PUD), Institutional District with a Planned Unit Development Overlay District; and to amend the Prairie Ridge Planned Unit Development to allow Extended Love to place their name on the off-site entry monument sign within the Prairie Ridge Development adjacent to STH 50.

Recommendation:

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Zoning Map and Text Amendments** as presented in the June 23, 2014 Village Staff Report.

VILLAGE STAFF REPORT OF JUNE 23, 2014

CONSIDERATION OF A ZONING MAP AND TEXT AMENDMENTS for the request of Ann Rhey on behalf of Extended Love Investments Properties LLP, owner of the property located at 9191 80th Street to rezone the property from I-1, Institutional District to I-1 (PUD), Institutional District with a Planned Unit Development Overlay District; and to amend the Prairie Ridge Planned Unit Development to allow Extended Love to place their name on the off-site entry monument sign within the Prairie Ridge Development adjacent to STH 50.

On May 15, 2000 the Village Board adopted Ord. #00-43 to create the Prairie Ridge PUD as amended on July 16, 2007 by Ord. #07-28 which allowed for specific sign requirements for Prairie Ridge Market Place located at 9000, 9020 and 9080 76th Street and allowed for the "Nonresidential development identification signs" to be located within dedicated entry monument easement to include the names of commercial businesses within Prairie Ridge commercial development area north of Prairie Ridge Blvd.

At this time the owners of 9191 80th Street (Extended Love Daycare facility) located on Outlot 12 in the Prairie Ridge Subdivision are requesting a **Zoning Map Amendment** to rezone their property from the I-1, Institutional District to the I-1 (PUD), Institutional District with a Planned Unit Development Overlay District; and a **Zoning Text Amendment** to amend the Prairie Ridge Planned Unit Development to include Extended Love property within the PUD to allow them to add their name to the entrance markers located in the dedicated entry monument easements in the boulevard of Prairie Ridge Boulevard between 88th and 104th Avenues within the Development. The entry monument signs need to meet the following requirements specified in Section d. v. of the PUD.

- v. Section 420-76R entitled "Non Residential Development Identification Signs" shall be modified for the signs and entrance markers located in the dedicated entry monument easements in the boulevard of Prairie Ridge Boulevard between 88th and 104th Avenues within the Development; however, the following regulations shall apply:
- (1) The sign(s) shall be constructed of brick as shown in accordance with Exhibit 5;
 - (2) The Nonresidential development identification signs as specified in Section d iii, iv, v of this Ordinance shall be constructed of the same brick;
 - (3) The sign(s) shall include the name of the development "Prairie Ridge" only and names of individual tenants within the Development shall not be listed on said sign;
 - (4) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign.
 - (5) The individual channel letters, caps and returns that state "Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed nine inches in height.
 - (6) The sign(s) may be ground lit and not internally illuminated;
 - (7) The landscaping shall extend two feet in front of and in back of the base or other support structure of the signs;
 - (8) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (9) The maximum sign area shall not exceed 36 square feet per face;
 - (10) The minimum setback distances shall be three feet from the back of curb of the boulevard;
 - (11) The signs shall not exceed 6.33 feet in height as shown on Exhibit 5.

Village staff recommends approval of the Zoning Map and Text Amendments as presented.

ORD. #14-

**ORDINANCE TO AMEND SECTION 420, ATTACHMENT 3, APPENDIX C 1.
RELATED TO SPECIFIC DEVELOPMENT PLANS, ENTITLED
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT"
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,
KENOSHA COUNTY, WISCONSIN**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. D. ii (2) relating to specific development plans, entitled "1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT" of the Village Zoning Ordinance is hereby amended as follows:

1. To amend Section a. of said PUD related to the purpose and intent to read as follows:

a. Purpose and Intent:

It is the intent that Prairie Ridge (hereinafter referred to as the "Development"), will provide for development and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business District; **I-1, Institutional District;** C-1, Lowland Resource Conservancy District and PR-1 Park-Recreational District zoning with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial regional retail/office center area, and seek to achieve a business environment of sustained desirability and economic stability which will operate as a uniform commercial/office development, and will seek to avoid unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

2. To create Section b. xvi. of said PUD to add the following legal description of the property located at 9191 80th Street to be included within the Development as follows:

xvi. **Tax Parcel Number 91-4-422-081-0332** Outlot 12, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

Adopted this ____ day of _____, 2014.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____
Effective Date: _____

___-Extended Love-PR PUD amend-signage

ORD. # 14-

**ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
PURSUANT TO CHAPTER 420-13 OF THE VILLAGE ZONING ORDINANCE**

**BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees,
Kenosha County, Wisconsin, that the Official Village Zoning Map is hereby amended
as follows:**

The property located at 9191 80th Street and known as Outlot 12 of the Prairie Ridge Subdivision located within U. S. Public Land Survey Section 8 Township 1 North, Range 22 East in the Village of Pleasant Prairie (Tax Parcel Number 91-4-122-081-0332) is hereby rezoned into the I-1 (PUD), Institutional District with a Planned Unit Development Overlay District.

The Village Zoning Administrator is hereby directed to record this Zoning Map Amendment on the appropriate sheet of the Official Village Zoning Map and Appendix B in Chapter 420 of the Village Municipal Code shall be updated to include said amendment.

Adopted this ____ day of _____ 2014.

VILLAGE BOARD OF TRUSTEES

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

_____-Extended Love PUD rezone



Filed 5/28 2014 Published 6/9 2014
 Public Hearing 6/28 2014 6/16 2014
 Fee Paid 5/28 2014 Approved _____ 20____
 Notices Mailed 5/6 2014 Denied _____ 20____

RECEIVED
 MAY 28 2014
 Village of Pleasant Prairie

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
 ZONING MAP AND TEXT AMENDMENT APPLICATION**

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie Zoning Map as hereinafter requested.

It is petitioned that the following described property be rezoned from the present II

_____ District(s) to II PUD District(s). The property petitioned

to be rezoned is located at: 9191-80th street and is legally described

as follows: Extended Love Investment Properties, LLP
 (address)

Tax Parcel Number(s): 91-4-122-081-0332

The proposed use for this property is: Child care center.

I would like to be included in Prairie Ridge PUD to allow

Petitioner's interest in the requested rezoning: Owner of the Property.

Compatibility with adjacent land uses: N/A

I (We) are also requesting a Zoning Text Amendment to amend Section 420 Attach 3 of
 the Village Zoning Ordinance. Appendix C1

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request to determine additional information that may be needed for this request.

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER: Extended Love Investments Properties LLP

OWNER'S AGENT:

Print Name: Ann M. Rhey

Print Name: _____

Signature: [Signature]

Signature: _____

Address: 9191-80th Str

Address: _____

Pleasant Prairie, WI 53158

(City) (State) (Zip)

(City) (State) (Zip)

Phone: 262 697-9341

Phone: _____

Fax: 262 697 2858

Fax: _____

Email: arhey@extendedlovechildcare.com

Date 5/27/2014

Date: _____

allow
 ELCDC to
 place our
 name on
 monument
 sign
 adjacent
 to Hwy
 50

ORDINANCE # 07-28

**ORDINANCE TO REPEAL AND RECREATE
SECTION 420, ATTACHMENT 3, APPENDIX C 1.
OF THE VILLAGE ZONING ORDINANCE
PERTAINING TO SPECIFIC DEVELOPMENT PLANS, ENTITLED
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT (ORD. #00-43)"
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,
KENOSHA COUNTY, WISCONSIN
RELATING TO PRAIRIE RIDGE PUD**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. of the Village Zoning Ordinance is hereby created to read as follows:

Section 420, Attachment 3, Appendix C 1.

1. PRAIRIE RIDGE PUD (Ord. No. 00-43, originally adopted May 15, 2000)

a. Purpose and Intent:

It is the intent that **Prairie Ridge** (hereinafter referred to as the "Development"), will provide for development and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business District; C-1, Lowland Resource Conservancy District and PR-1 Park-Recreational District zoning with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial regional retail/office center area, and seek to achieve a business environment of sustained desirability and economic stability which will operate as a uniform commercial/office development, and will seek to avoid unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

b. Legal Descriptions:

- i. **Tax Parcel Number 91-4-122-081-0105** – Outlot 18, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- ii. **Tax Parcel Number 91-4-122-081-0110** - Outlot 19, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- iii. **Tax Parcel Number 91-4-122-081-0131** – Parcel 1, CSM #2175, Document #1174606; f/k/a Outlot 17, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- iv. **Tax Parcel Number 91-4-122-081-0140** - Outlot 16, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

- v. **Tax Parcel Number 91-4-122-081-0200** - Outlot 20, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vi. **Tax Parcel Number 91-4-122-081-0210** - Outlot 21, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- vii. **Tax Parcel Number 91-4-122-081-0221** - Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727, excluding Parcel 1 of CSM #2063.
- viii. **Tax Parcel Number 91-4-122-081-0250** - Parcel 1, CSM #2063, Document #1113314; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.

The above-noted parcels are all located in a part of the Northeast One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

- ix. **Tax Parcel Number 91-4-122-082-0121** - Lot 1, CSM #2559, Document #1504504.
- x. **Tax Parcel Number 91-4-122-082-0122** - Lot 2, CSM #2559, Document #1504504.
- xi. **Tax Parcel Number 91-4-122-082-0135** - Lot 1, CSM #2514, Document #1473614; a re-division of Lot 1, CSM #2314, Document #1276030; a re-division of Parcel 2, CSM #2283, Document #1247573; f/k/a Parcel 3, CSM #2107, Document #1141746; f/k/a Outlot 22, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xii. **Tax Parcel Number 91-4-122-082-0201** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiii. **Tax Parcel Number 91-4-122-082-0202** - Lot 1, CSM #2482, Document #1444689; a re-division of Parcel 1, CSM #2283, and lands located in the Northwest One Quarter of Section 8.
- xiv. **Tax Parcel Number 91-4-122-082-0306** - Lot 2, CSM #2314, Document #1276030 and Lot 2, CSM #2514, Document #1473614; f/k/a Outlot 23, Prairie Ridge Subdivision, Plat #5745, Document #1088727.
- xv. Also included are all dedicated rights-of-way adjacent to said parcels and specifically including the 76th Street, 77th Street, 91st Avenue, 94th Avenue and 99th Avenue; the south half of 75th Street (STH 50), the west half of 88th Avenue (CTH H) and the east half of 104th Avenue adjacent to the above noted parcels; and Prairie Ridge Boulevard (between 88th and 104th Avenues).

The above-noted parcels and rights-of-way are all located in a part of the Northwest One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (See Exhibit 1).

The above legally described parcels constitute the Development.

c. Requirements for the DEVELOPMENT:

- i. The Development shall be in compliance with all Federal State, County and Village ordinances and regulations except as expressly modified in Section 12.26-4 (I) 1 d below.
- ii. The Development shall be in compliance with the Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants, as may be amended, as recorded at the Kenosha County Register of Deeds Office.
- iii. The Development shall be in compliance with the Final Plats for the Prairie Ridge Subdivision and Prairie Ridge Subdivision Addition #1 as recorded at the Kenosha County Register of Deeds Office.

d. Specific Modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:

- i. Prior to any new lot being created and/or prior to consideration of the required Site and Operational Plan and/or Conditional Use Permit within the Development, a detailed Conceptual Plan shall be required in accordance with and pursuant to Section 395-27 of the Village Land Division and Development Control Ordinance.
- ii. The buildings located at 9000, 9020 and 9080 76th Street on Outlot 19 (Tax Parcel Number 91-4-122-081-0110) of the Prairie Ridge Subdivision within the Development and herein referred to as "Prairie Ridge Marketplace" shall specifically allow for the modification of the following Sections of the Village Zoning Ordinance:
 - (1) Section 420-76T titled "Primary Monument Sign" shall be modified for the Prairie Ridge Marketplace; and the following primary monument sign requirements shall apply:
 - (a) The sign shall not exceed six feet in height and shall be constructed of the same brick to match the buildings on said property, or as approved by the Village Zoning Administrator and VK Development or any subsequent owner;
 - (b) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (c) The maximum sign area shall not exceed 130 square feet per sign face.

- (d) The minimum setback distances shall be 15 feet from any public street or highway right-of-way line;
 - (e) The sign shall include only the name of the facility "Prairie Ridge Marketplace" and the street address of each principal building on the property on at least one side but may be installed on both faces. Individual tenants shall not be listed on said sign;
 - (f) The landscaping for the sign shall extend a minimum of five feet in every direction from the base or other support structure of the sign; and
 - (g) The sign shall be ground lit, not internally illuminated.
- (2) Section 420-76DD titled "Wall sign" shall be modified for the Prairie Ridge Marketplace, and the following wall signs regulations shall apply:
- (a) A wall sign(s) shall only advertise the name(s) of the building occupants;
 - (b) A wall sign(s) shall be permanently mounted on the exterior facia of the building, shall not be placed on any architectural feature and shall be a minimum of six inches from the edge of the facia or an architectural feature as shown in Exhibit 2;
 - (c) A wall sign(s) shall not extend past the building's internal leasable store front area of the tenant space;
 - (d) A wall sign(s) shall not extend more than 12 inches from the building's wall surface;
 - (e) A wall sign(s) shall not include a changeable copy sign, electronic changing message sign or electronic scrolling sign;
 - (f) All wall signs shall be internally illuminated;
 - (g) A wall sign shall not be longer than 30 feet for any one tenant, including spacing between the type;
 - (h) Only individual channel letters shall be allowed and a symbol or company logo may be allowed as approved by the Village Zoning Administrator;
 - (i) All individual channel letters, caps and returns shall be Cardinal Red (color #3M 3630-53). However, if the sign incorporates a logo, different colors may be used for the logo so far as the logo colors are approved by the Village Zoning Administrator and VK Development or any subsequent owner;

- (j) A symbol or company logo may be a different color as approved by the Village Zoning Administrator; and
 - (k) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.
- (3) Section 420-78k titled "Aggregate permitted background commercial advertising sign area" shall not apply to Prairie Ridge Marketplace; however, canopy signs, illuminated window signs and roof signs shall not be allowed.
- iii. Section 420-76R titled "Nonresidential development identification signs" shall be modified for said sign located in the dedicated entry monument easement on a portion of Lot 1, CSM #2482 (Tax Parcel Number 91-4-122-082-0201) (at the southeast corner of STH 50 and 104th Avenue) within the Development; and the following regulations shall apply:
- (1) Only one such sign shall be allowed within the Development in the easement area described above;
 - (2) The sign shall have a maximum of three-sides.
 - (3) The sign shall be constructed of brick with stone accents and pre-cast stone caps and black wrought iron railings as shown on Exhibit 3;
 - (4) The sign shall include the name of the development "Shoppes at Prairie Ridge" only and names of individual tenants within the Development shall be listed on said sign;
 - (5) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign;
 - (6) The individual channel letters, caps and returns that state "Shoppes at Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed 12 inches in height.
 - (7) The sign shall be ground lit and/or internally illuminated;
 - (8) The landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the signs;
 - (9) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (10) The maximum sign area shall not exceed 167 square feet per face;
 - (11) The minimum setback distances shall be 15 feet from the STH 50 and 104th Avenue right-of-way lines; and

(12) The sign shall not exceed 24 feet in height, as shown on Exhibit 3.

iv. Section 420-76R titled "Nonresidential development identification signs" shall be modified for said signs and entrance markers located in the dedicated entry monument easements on a portion of:

(a) Outlot 19 at the southeast corner of 75th Street (STH 50) and 91st Avenue (Tax Parcel Number 91-4-122-081-0110) (See Exhibit 4).

(b) Outlot 20 at the southwest corner of 75th Street (STH 50) and 91st Avenue (Tax Parcel Number 91-4-122-081-0200) (See Exhibit 4).

(c) Outlot 21 at the southeast corner of 75th Street (STH 50) and 94th Avenue (Tax Parcel Number 91-4-122-081-0210) (See Exhibit 4).

(d) Lot 2, CSM #2559 at the southeast corner of 75th Street (STH 50) and 99th Avenue (Tax Parcel Number 91-4-122-082-0122) (See Exhibits 4A & 4B).

(e) Lot 2, CSM #2482 at the southwest corner of 75th Street (STH 50) and 99th Avenue (Tax Parcel Number 91-4-122-082-0202) (See Exhibit 4A & 4B).

(f) Lot 1, CSM 2514 at the southeast corner of 77th Street and 104th Avenue (Tax Parcel Number 91-4-122-082-0135) (See Exhibit 6).

The following regulations shall apply to these signs:

(1) Only six such signs shall be allowed within the Development in the easement areas described above in d. iv (a) - (f);

(2) The signs and entrance markers shall be constructed of brick with stone accents and pre-cast stone caps and black wrought iron railings as shown in Exhibits 4, 4A, 4B & 6;

(3) The signs shall include the name of the development "Shoppes at Prairie Ridge" and only names of individual tenants within the Development may be listed on said sign in the "project information area" as shown on Exhibits 4, 4A, 4B & 6;

(4) The sign may include the developers logo on a 1.33 foot by 1.33 foot casted brass recessed sign and shown on Exhibits 4, 4A, 4B & 6;

(5) The individual channel letters, caps and returns that state "Shoppes at Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed 12 inches in height;

- (6) The changeable copy of tenant names in the "project information area" are subject to the following:
 - (a) The maximum "project information area" shall not exceed 90 square feet as shown in Exhibits 4, 4A, 4B & 6;
 - (b) VK Development Corporation or the appropriate applicant shall submit the required sign permit application for the changeable copy of tenant names in the "project information area" for issuance of permits prior to any change is proposed;
 - (c) Tenant names/logos shall be listed in the "project information area" on each one face and each face may list different tenant names;
 - (d) Only the tenant name and company symbol or logo shall be allowed in the "project information area";
 - (e) The background color of the "project information area" shall be the tenant's choice and the letters and/or company symbols or logos may be the tenant's choice of color;
 - (f) The "project information area" shall be internally illuminated;
 - (g) All tenant names shall be a minimum of four inches apart and shall be a minimum of two inches from the outer edge of the "project information area";
 - (7) The landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the signs and entrance markers;
 - (8) An electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (9) The maximum sign area shall not exceed 167 square feet per face;
 - (10) The minimum setback distances shall be 15 feet from any public street or highway right-of-way line;
 - (11) The signs shall not exceed 16.33 (16'-4") feet in height, and the entrance markers shall not exceed five (5) feet in height as shown on Exhibits 4, 4A, 4B & 6.
- v. Section 420-76R titled "Non Residential Development Identification Signs" shall be modified for the signs and entrance markers located in the dedicated entry monument easements in the boulevard of Prairie Ridge Boulevard between 88th and 104th Avenues within the

Development; however, the following regulations shall apply:

- (1) The sign(s) shall be constructed of brick as shown in accordance with Exhibit 5;
 - (2) The Nonresidential development identification signs as specified in Section d iii, iv, v of this Ordinance shall be constructed of the same brick;
 - (3) The sign(s) shall include the name of the development "Prairie Ridge" only and names of individual tenants within the Development shall not be listed on said sign;
 - (4) The sign may include the developer's logo on a 1.33 foot by 1.33 foot casted brass recessed sign.
 - (5) The individual channel letters, caps and returns that state "Prairie Ridge" shall be black (color #0334) and each individual channel letter shall not exceed nine inches in height.
 - (6) The sign(s) may be ground lit and not internally illuminated;
 - (7) The landscaping shall extend two feet in front of and in back of the base or other support structure of the signs;
 - (8) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (9) The maximum sign area shall not exceed 36 square feet per face;
 - (10) The minimum setback distances shall be three feet from the back of curb of the boulevard;
 - (11) The signs shall not exceed 6.33 feet in height as shown on Exhibit 5.
- vi. The Non Residential Development Identification Signs as specified in Section d iii, iv, v above shall be constructed of the same brick.

e. AMENDMENTS:

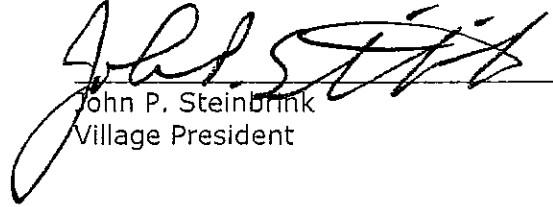
- (1) The PUD regulations for said Development may be amended pursuant to Section 420-13 of the Zoning Ordinance.
- (2) For an amendment related to a particular parcel within the Development, then the required application shall be filed by the owner(s) of said property requesting the change. For an amendment related to the requirements within a dedicated entry monument easement within the Development, then the required application shall be filed by VK Development Corporation.

Adopted this 16th day of July, 2007.

VILLAGE OF PLEASANT PRAIRIE

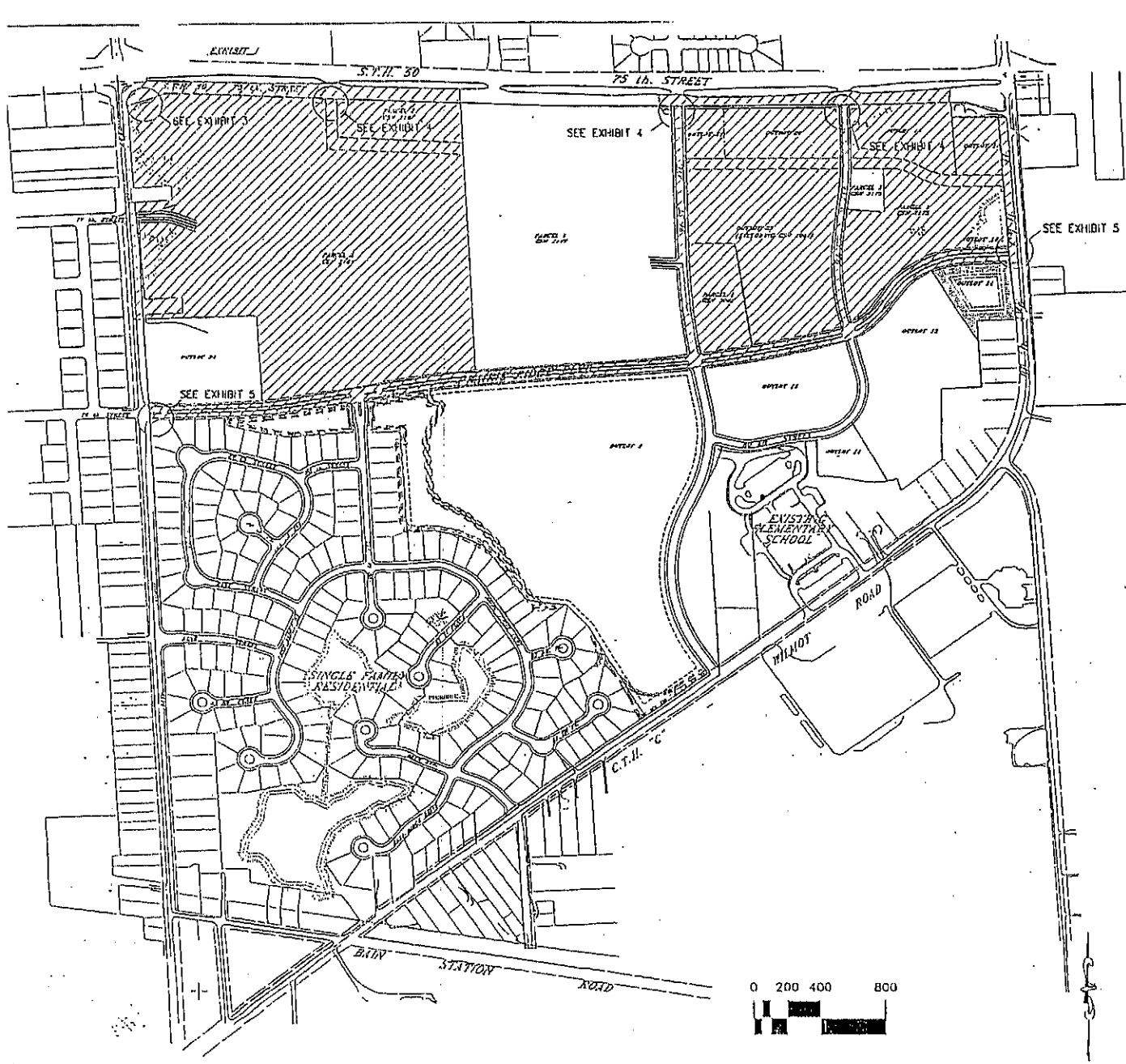
ATTEST:


Jane M. Romanowski
Village Clerk


John P. Steinbrink
Village President

Posted: 7-17-07
Effective Date: 7-17-07

28-Prairie Ridge PUD (re-created in 2007) FINAL



VK
 VK DEVELOPMENT CORPORATION
 19275 W. CAPITOL DRIVE
 BROOKFIELD, WI. 53015
 TEL: 222-7900 FAX: 222-7900-8010

PRAIRIE RIDGE

VILLAGE OF PLEASANT PRAIRIE
 KENOSHA COUNTY, WISCONSIN


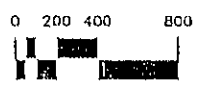
 PUD DESIGNATED AREA

EXHIBIT 1

Original Ord. #00-43

Revised Ord. #07-28

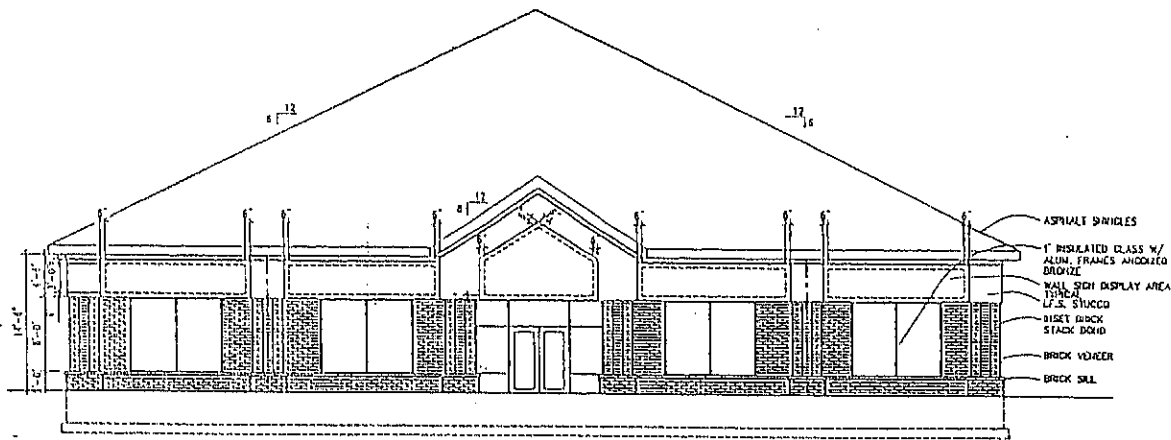


VK

VK DEVELOPMENT CORPORATION
10275 W. CAPITOL DRIVE
BROOKFIELD, WI. 53045
TEL: 262-790-8000 FAX: 262-790-8010

PRAIRIE RIDGE

VILLAGE OF PLEASANT PRAIRIE
KANOSHA COUNTY, WISCONSIN



ELEVATION

1/8" = 1'-0"

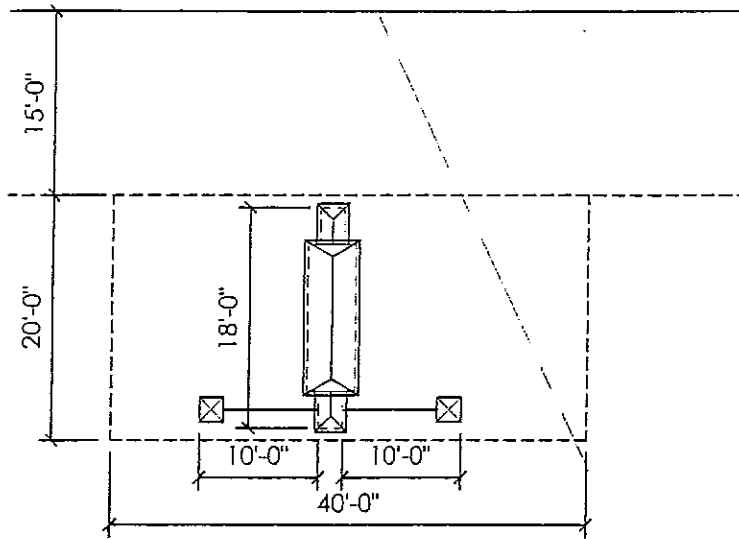
LOCATION:
BUILDINGS AT 9000, 9200, 9080
76 TH STREET IN OUTLOT # 19
REFERRED TO: AS
" PRAIRIE RIDGE MARKET PLACE "

EXHIBIT 2

Original Ord. #00-43

Revised Ord. #07-28

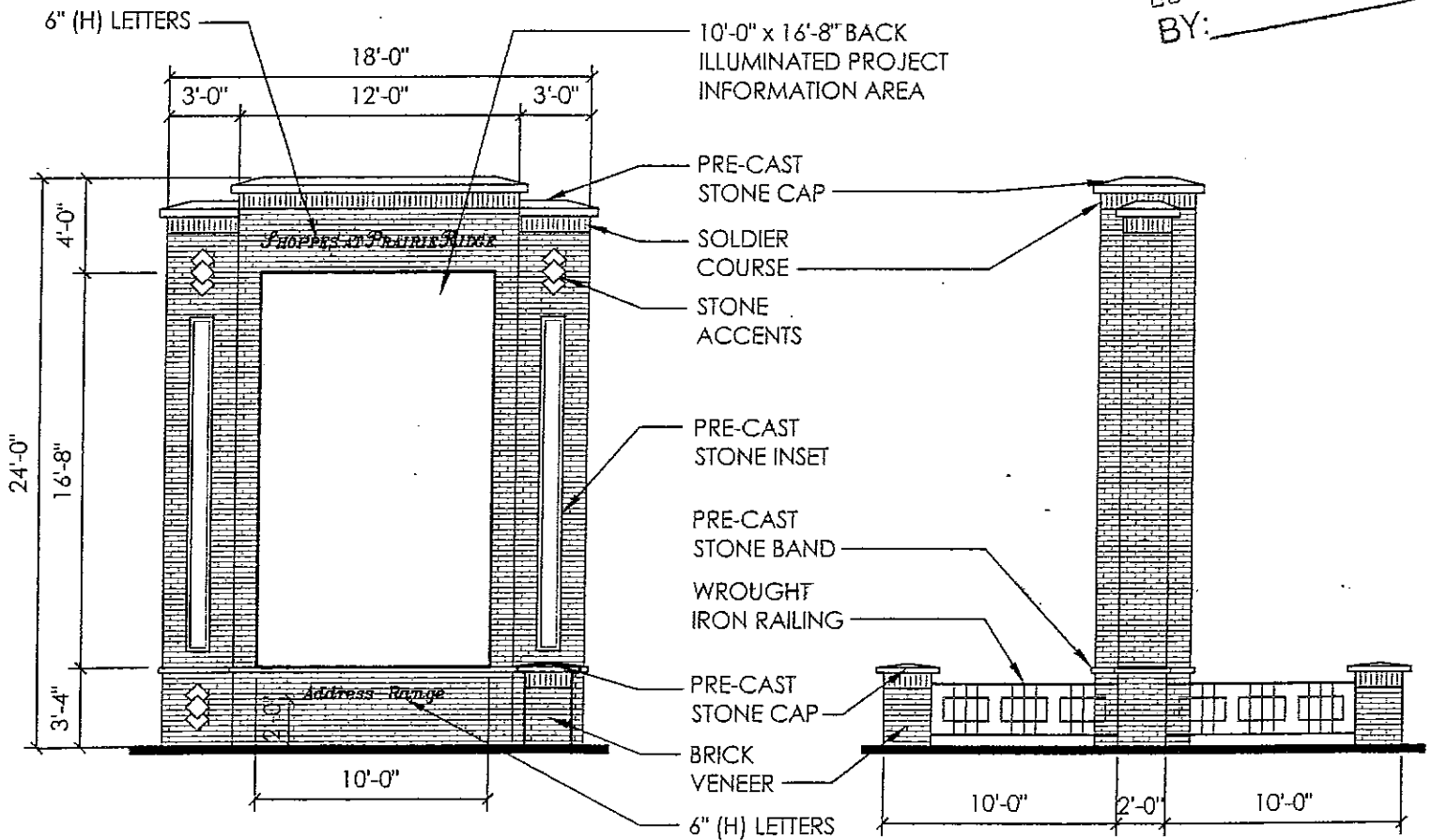
NOTE:
DOUBLE SIDED SIGN



ENTRANCE SIGNAGE

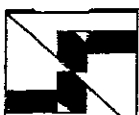
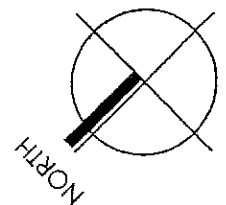
1/16" = 1'-0"

RECEIVED
JUL 10 2007
BY: _____



PROJECT SIGN @ THE ENTRANCE OFF 104th & S.T.H.50

1/8" = 1'-0"



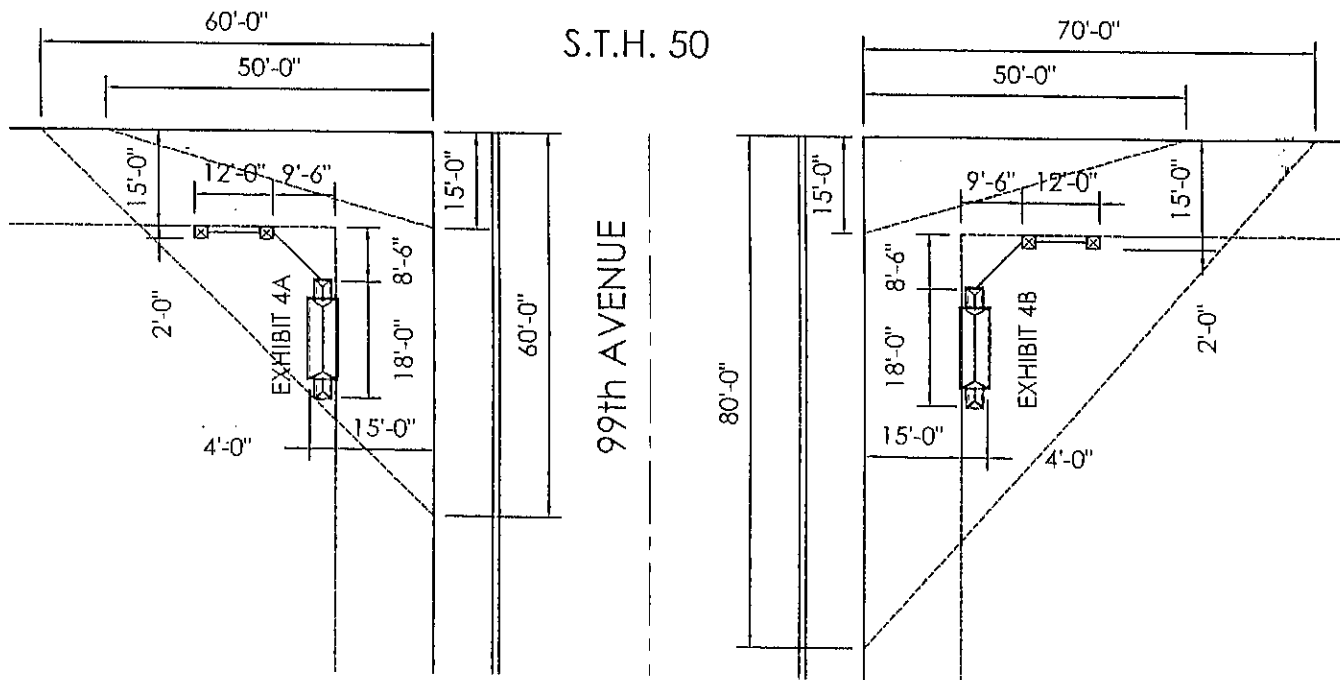
STEWART ■ NOSKY
ARCHITECTS, LTD.
1411 Opus Place, Suite 220
Downers Grove, Illinois 60515

THE SHOPPES AT PRAIRIE RIDGE

PLEASANT DALE, WISCONSIN

EXHIBIT 3

JOB #0704.00
ISSUE DATE: 04-13-07

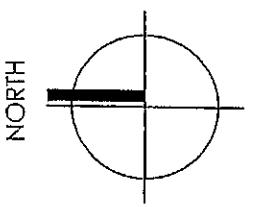
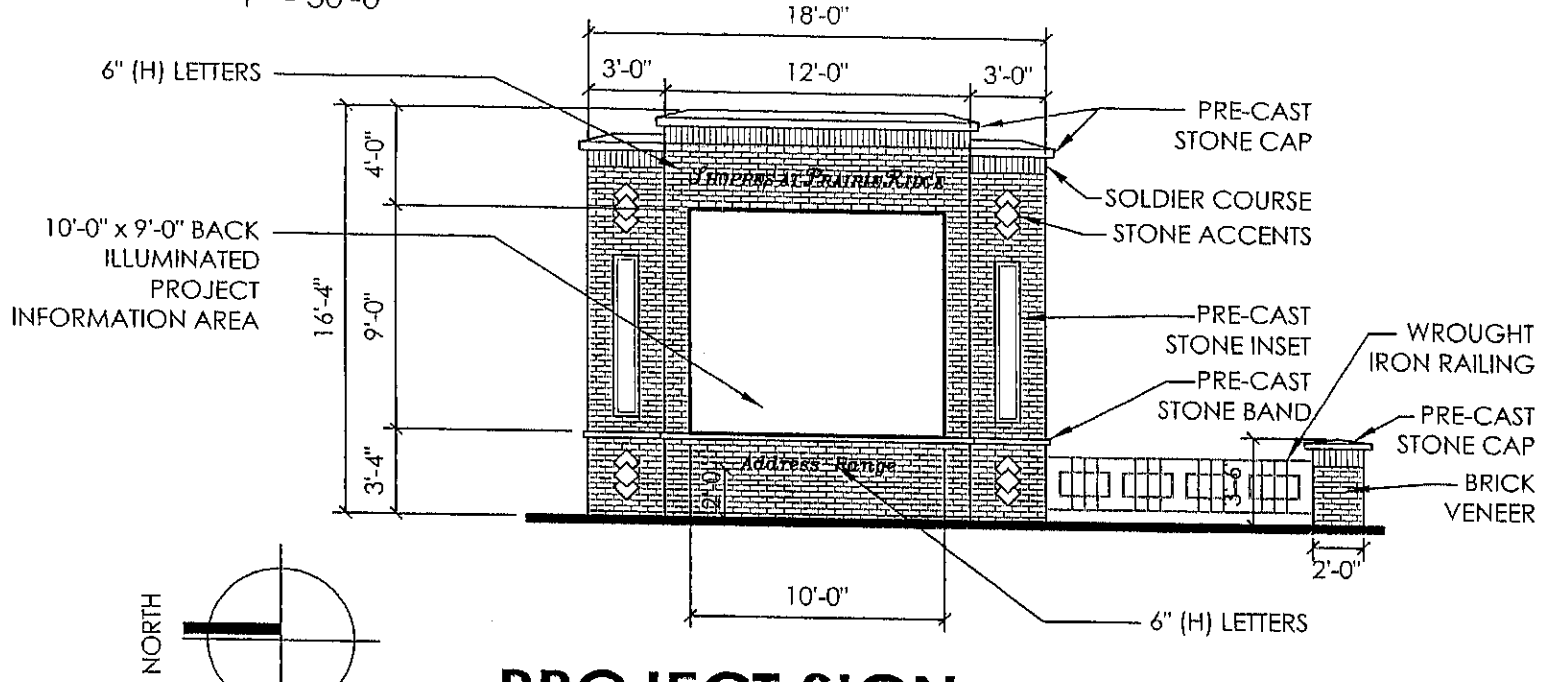


NOTE:
DOUBLE SIDED SIGN

RECEIVED
JUL 10 2007
BY: _____

TYPICAL ENTRANCE SIGNAGE

1" = 30'-0"



PROJECT SIGN

1/8" = 1'-0"

EXHIBIT 4A

JOB #0704.00
ISSUE DATE: 04-13-07
REV: 07 06 2007

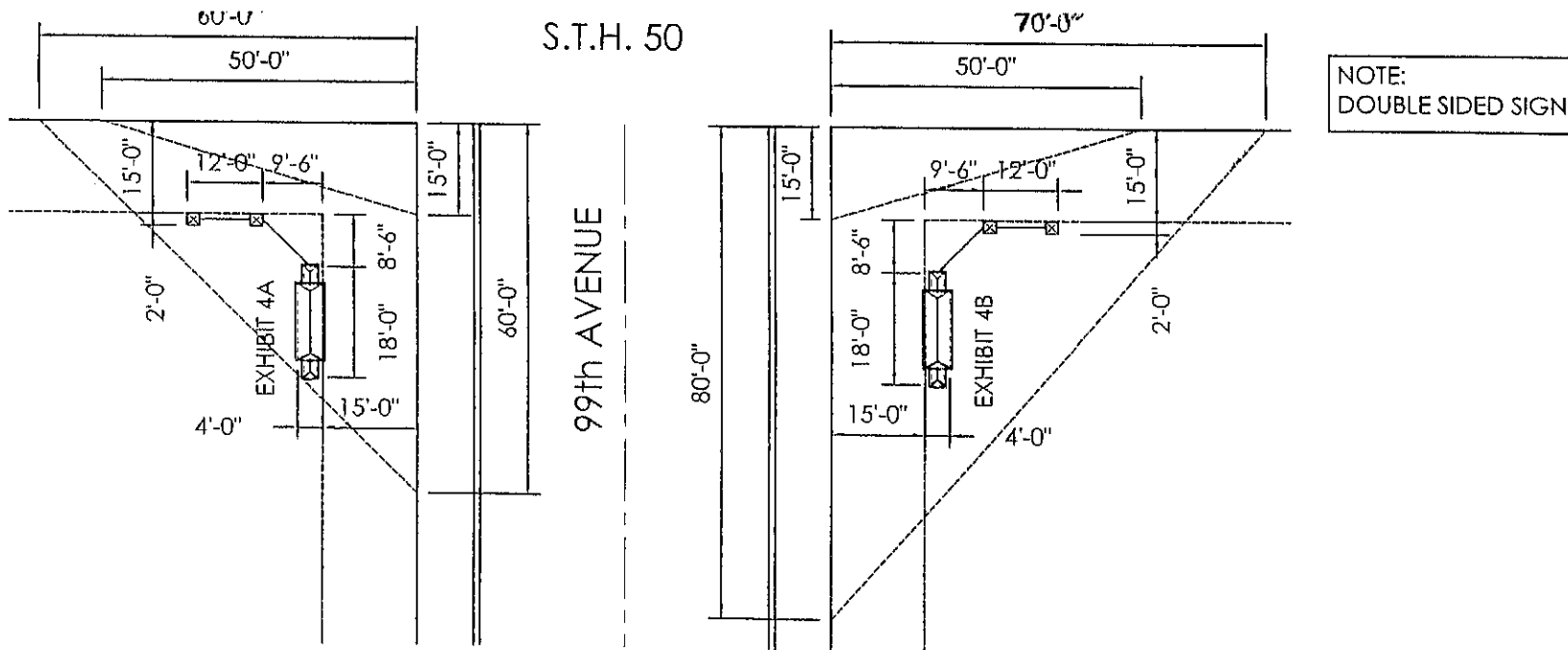
THE SHOPPES AT PRAIRIE RIDGE

PLEASANT PRAIRIE, WISCONSIN

STEWART ■ NOSKY
ARCHITECTS, LTD.

1411 Opus Place, Suite 220
Downers Grove, Illinois 60515
PH: (630) 241-0444 FAX: (630) 241-0454





TYPICAL ENTRANCE SIGNAGE

1" = 30'-0"

EXHIBIT 4B

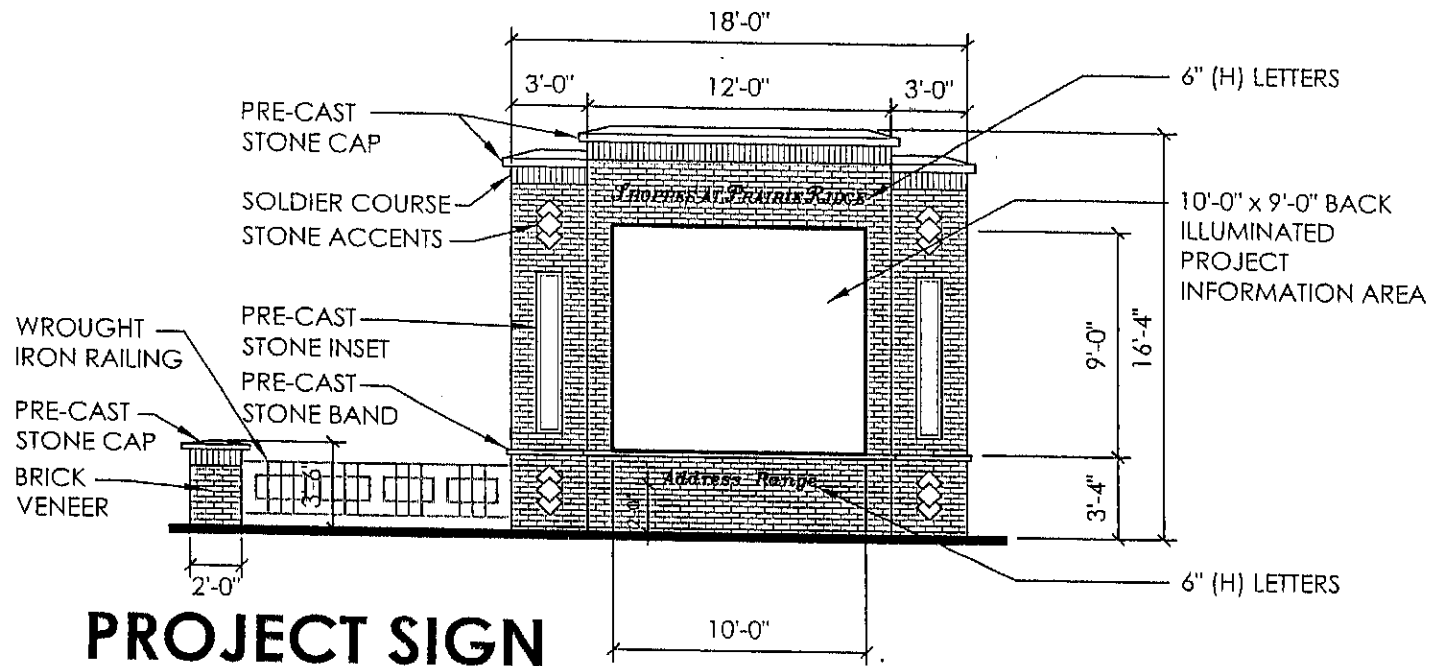
JOB #0704.00
 ISSUE DATE: 04-13-07

THE SHOPPES AT PRAIRIE RIDGE

PLEASANT PRAIRIE, WISCONSIN

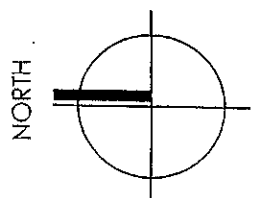
STEWART ■ NOSKY
 ARCHITECTS, LTD.

1411 Opus Place, Suite 220
 Downers Grove, Illinois 60515
 PH: (630) 241-0444 FAX: (630) 241-0454



PROJECT SIGN

1/8" = 1'-0"

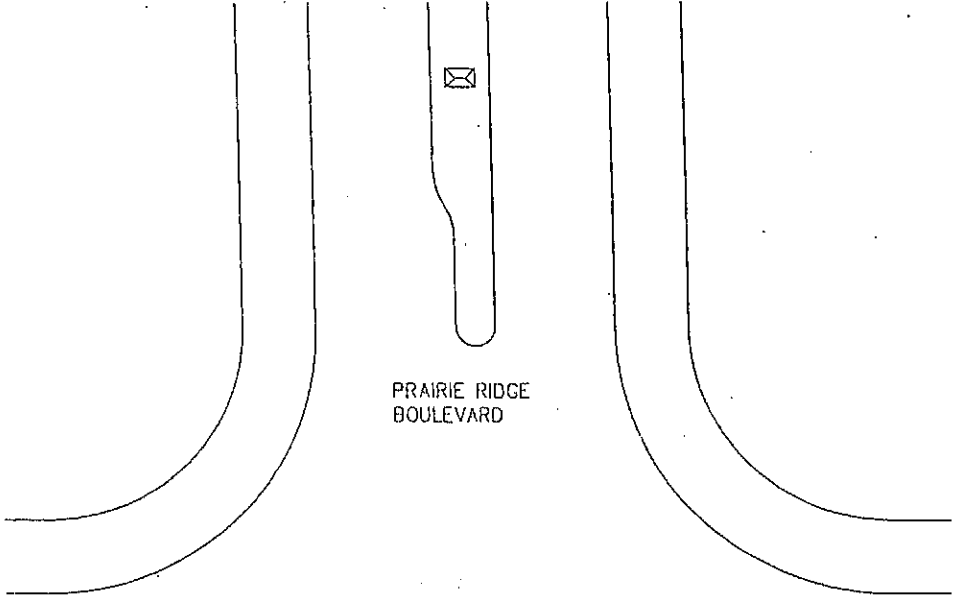




VK DEVELOPMENT CORPORATION
 10276 W. CAPITOL DRIVE
 BROOKFIELD, WI 53045
 TEL: 262-793-0000 FAX: 262-793-8410

PRAIRIE RIDGE

VILLAGE OF PLEASANT PRAIRIE
 XENOSHA COUNTY, WISCONSIN

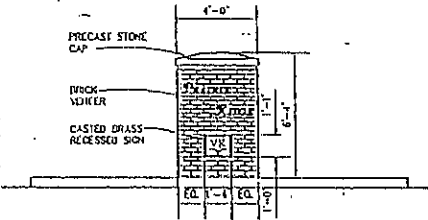


PRAIRIE RIDGE
 BOULEVARD

ENTRANCE MARKER

TYPICAL @ 104th AVE. & PRAIRIE RIDGE BLVD
 AND 65th AVE. & PRAIRIE RIDGE BLVD

1/16" = 1'-0"



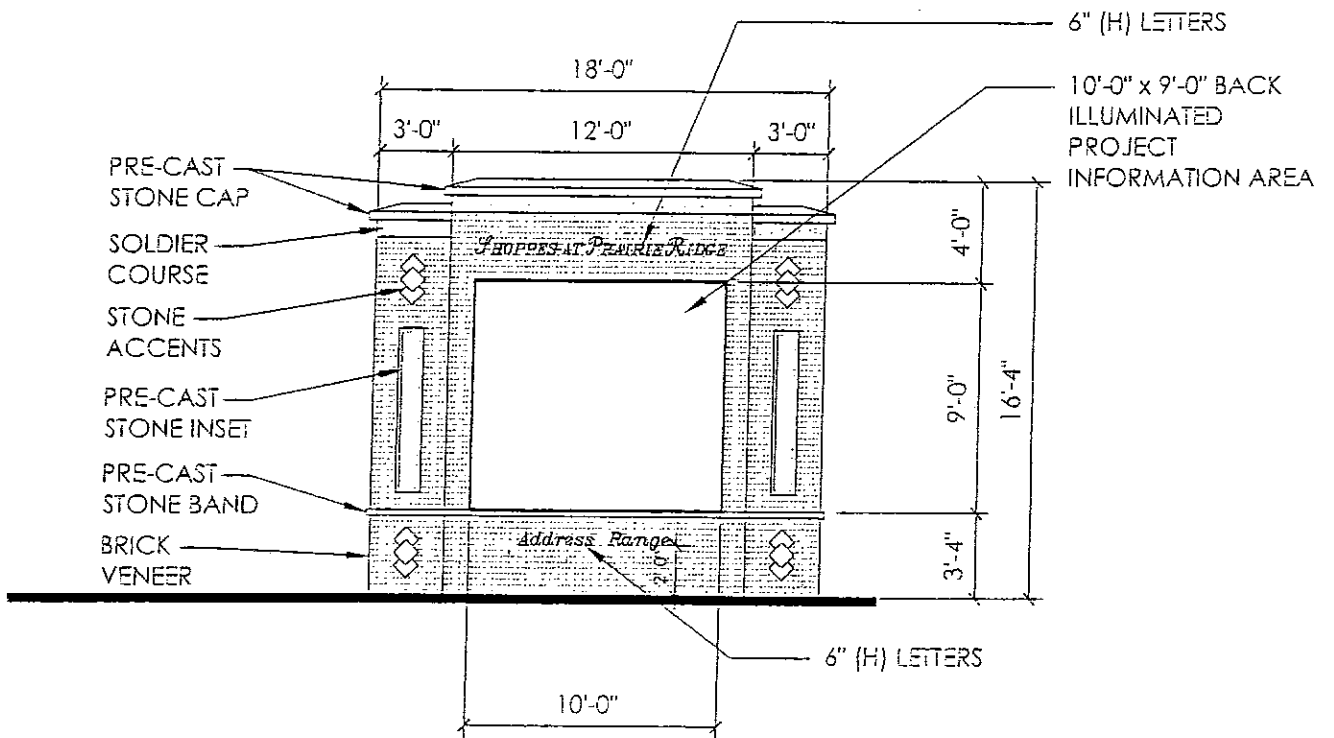
CENTER MARKER

1/4" = 1'-0"

EXHIBIT 5

Original Ord. #00-43

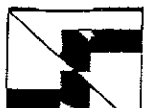
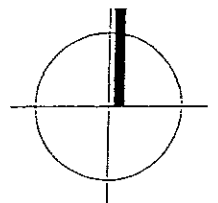
Revised Ord. #07-28



PROJECT SIGN @ THE ENTRANCE OFF 104th & 77th STREET

1/8" = 1'-0"

NORTH



STEWART ■ NOSKY
ARCHITECTS, LTD.
1411 Opus Place, Suite 220
Downers Grove, Illinois 60515

THE SHOPPES AT PRAIRIE RIDGE

EXHIBIT 6

JOB #0704.00
ISSUE DATE: 04.13.07

**THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME
HOWEVER SEPARATE ACTION IS REQUIRED.**

- C. Consider approval of an **Assignment of Development Agreement** for a Development Agreement originally entered into between the Village and King's Cove, LLC in April 2006 and being assigned to Thomas Interests, Inc. who is the owner of Lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 of the Kings Cove Subdivision and who will be completing the development pursuant to the Development Agreement.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Assignment of the Development Agreement** to Thomas Interests, Inc. subject to the comments and conditions of the Village Staff Report of June 23, 2014.

- D. Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Final Plat Amendments to the Kings Cove Subdivision** related to access restrictions, vacation of 115th Street, amendments to the Dedication and Easement Provisions and Restrictive Covenants on the Final Plat.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Final Plat Amendments to the Kings Cove Subdivision** subject to the comments and conditions of the Village Staff Report of June 23, 2014.

- E. Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of the **First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision.**

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision** subject to the comments and conditions of the Village Staff Report of June 23, 2014.

- F. Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Lot Line Adjustment including revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision.**

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Lot Line Adjustment including revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision** subject to the comments and conditions of the Village Staff Report of June 23, 2014.

VILLAGE STAFF REPORT OF JUNE 23, 2014

Consider approval of an **Assignment of Development Agreement** for a Development Agreement originally entered into between the Village and King's Cove, LLC in April 2006 and being assigned to Thomas Interests, Inc. who is the owner of Lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 of the Kings Cove Subdivision and who will be completing the development pursuant to the Development Agreement.

Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Final Plat Amendments to the Kings Cove Subdivision** related to access restrictions, vacation of 115th Street, amendments to the Dedication and Easement Provisions and Restrictive Covenants on the Final Plat.

Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of the **First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision.**

Consider the request of Gary Thomas, agent for Thomas Interests, Inc., for approval of **Lot Line Adjustment including revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision.**

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME HOWEVER SEPARATE ACTION IS REQUIRED.

The King's Cove Subdivision was platted by King's Cove, LLC in 2006. The required subdivision improvements pursuant to the Development Agreement (2006) have not yet been completed and Lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 were transferred by Sheriff's deed to the Bank of Kenosha (2011). The Village had been working with the bank for several years related to completing the remaining public improvements and making modifications to the grading of the lots as a result of a recent floodplain study done along the Tobin Creek.

The Bank had received approval on October 15, 2012 by the Village Board for the discontinuance of a portion of 115th Street within the Kings Cove Subdivision west of 18th Avenue, which was designated as a public right-of-way on the Final Plat of the Kings Cove Subdivision. The 115th Street roadway was never constructed as a part of the development of the Kings Cove Subdivision and it has been determined through a recent floodplain study that the land within and adjacent to this 115th Street right-of-way is located within the 100-year floodplain. In addition, municipal sanitary sewer, water and storm sewer infrastructure were never constructed in said right-of-way. Based on the environmental floodplain restrictions on the land within and adjacent to the platted 115th Street right-of-way, it is unlikely that further development could occur west of the 115th Street right-of-way as originally anticipated. The discontinued right-of-way was transferred to the adjacent Lots 3 and 4.

At this time Lots 1, 3, 4, 5, 6, 7, 8, 10 and 11 of the Kings Cove Subdivision have been purchased by Thomas Interests, Inc. who is intending to complete the remaining public improvements and make modifications to the grading of the lots as a result of a recent floodplain study done along the Tobin Creek. The completion of both Private and Public Improvements and the modifications requested required the Village's approval of an Assignment of Development Agreement, amendments to the Final Plat, amendments to the Declaration of Restrictions, Covenants and Easements, a Lot Line Adjustment and revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision.

Assignment of Development Agreement: The ***attached*** Assignment of the Development Agreement for King's Cove shall be finalized and executed prior to work commencing on the remainder of the public/private improvements within the Development. The Developer is also required to supplement the existing cash on deposit with additional funds to complete the Required Public and Private Grading Improvements. As the new owner/developer for the Kings Cove Subdivision, Thomas Investments, Inc., will be financially responsible to complete the outstanding improvements for the Subdivision. Cash on deposit (or a letter of credit) shall be provided to the Village to ensure there are adequate funds to complete the remaining outstanding public improvements pursuant to said Development Agreement. (See the ***attached*** Cost Breakdown Analysis).

The following improvements pursuant to the Development Agreement need to be completed: final lift of asphalt on the public road (includes remove and repair of curb and gutter, interim inlet adjustment, base patching, adjust manholes and install chimney seals, adjust water valves, mill existing curb line asphalt ramp) installation of street trees, abandon and cap sewer and water stubs (at the vacated 115th Street), televising and lot survey certification.

Revised Grading Plan and Lot Line Adjustment

Lots 3, 4 and 5 are proposed to be adjusted as a result of the vacated 115th Street as discussed above. Lots 3 and 4 are proposed to be 20,551 square feet with 157 feet of frontage on 118th Avenue and Lot 5 is proposed to be 19,548 square feet with 142.81 feet of frontage on 18th Avenue.

All lots meet the minimum lot area and frontage of the zoned R-4, Urban Single Family Residential District which requires lots to be a minimum of 15,000 square feet with 90 feet of frontage. The Lot Line Adjustment will comply with the requirements set forth in the Village Zoning Ordinance and Land Division and Development Control Ordinance.

A revised Grading Plan for Lots 3, 4 and 5 shows the 100-year floodplain within the Storm Water Drainage Access and Maintenance Easements along the side and rear property lines. As noted on the plans, the 100-year floodplain is based on the "Tobin Creek Floodplain Evaluation" prepared by R.A. Smith National, dated May 12, 2009. The floodplain in the project area is currently unofficial however; the Tobin Creek Floodplain Evaluation is the best available floodplain information the Village currently has for the area."

A separate illustration and legal descriptions stamped by a Wisconsin Registered Land Surveyor has been provided and is ***attached*** as an Exhibit to the Storm Water Drainage Access & Maintenance Easement. This easement shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy provided to the Village within 30 days of recording and prior to issuance of any permits.

The Developer intends to build the houses on Lots 3, 4 and 5 and bring the elevations to the grades as shown on the revised grading plan as homes are built, using the fill generated by excavations for the basements and bringing in additional fill as needed to achieve the required grade. Upon completion of the grading, a topographic survey shall be completed by a WI Registered Land Surveyor and the grades shall be certified for each of Lots 3, 4 and 5 prior to issuance of the verbal occupancy. The Developer has indicated that he will contact the owner of the home on Lot 2 if any changes are needed to be made to his swale and he will be responsible to re-seed disturbed area as necessary.

Final Plat Amendments. As a result of the revised grading plan, adjustment of the Lots and new storm water easements, the following changes are being made to the Final Plat. An Affidavit of Amendment to the Plat shall be provided to the Village for execution.

- The access restriction are being revised to prohibit access from Lots 1 and 2 to 116th Street and that the driveway access on 18th Avenue for Lots 1 and 2 to be a minimum of 100 feet from the centerline of 116th Street to the centerline of the driveway.
- Notes. Easements and Restrictive Covenants related to the future 115th Street extension were removed since this right-of-way was vacated.

First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision. As a result of the changes being made to the Plat related to Access and new storm water easements, the Declarations are being amended.

RECOMMENDATIONS:

Item C: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Assignment of the Development Agreement** to Thomas Interests, Inc. subject to the above comments following conditions:

1. The **attached** Assignment of the Development Agreement shall be finalized and executed by all parties prior to issuance of any permits and commencement of remaining public improvements.
2. The required Financial Commitment to complete the Required Public and Private Grading Improvements shall be submitted to the Village. This shall be either a letter of credit or cash on deposit with the Village will need to be provided to insure there are adequate funds to complete the remaining outstanding public improvements pursuant to said Development Agreement. (See the **attached** Village Engineer's Cost Estimate).
3. It is the Village's understanding that the proposed utility modifications is currently out for bid. A copy of the selected contractor's bid costs and executed contract documents shall be provided. The selected contractor must be a Village pre-qualified contractor complying with Chapter 150 of the Village Municipal Code.
4. Five (5) copies and a pdf of all Exhibits noted in the Assignment shall be provided to the Village.
5. The Village will host a closing to accept the financial commitment and execute the Assignment of the Development Agreement within 10 days of Village Board approval.

Item D: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Final Plat Amendments to the Kings Cove Subdivision** subject to the above comments and the following conditions:

1. The Affidavit of Amendment to the Plat shall be provided to the Village, executed and recorded with the Kenosha County Register of Deeds Office and copies of recorded documents shall be provided to the Village within 30 days of final Village Board approval.
2. All Village fees incurred by the Village Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. If fees are not paid in a timely manner the Village will not continue to review said plans.
3. All Village fees incurred by the Village Engineer and/or expert assistant required by the Village throughout the development process will be billed directly to the

owner/developer. Such fees shall be paid in a timely manner. If fees are not paid in a timely manner the Village will not continue to review said plans.

Item E: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **First Amendment to the Declaration of Restrictions, Covenants and Easements for the King's Cove Subdivision** subject to the subject to the executing and recording of the document at the Kenosha County Register of Deeds and a recorded copy of the document shall be submitted to the Village within 30 days of Village Board approval

Item F: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Lot Line Adjustment including revised Grading Plan for Lots 3, 4 and 5 of the King's Cove Subdivision** subject to the above comments and the following conditions:

1. The Lot Line Adjustment subject to the petitioners recording the proper transfer documents with the Plat of Survey for the Lot Line Adjustment as an Exhibit with the Kenosha County Register of Deeds Office within 30 days of final Village Board approval.
2. A separate illustration and legal descriptions stamped by a Wisconsin Registered Land Surveyor has been provided and is **attached** as an Exhibit to the Storm Water Drainage Access & Maintenance Easement. This easement shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy provided to the Village within 30 days of recording and prior to issuance of any permits.
3. As noted above, the Developer intends to build the houses on Lots 3, 4 and 5 and bring the grades to the grades as shown on the approved grading plan as homes are built, using the fill generated by excavations for the basements and bringing in additional fill as needed to achieve the required grade. Upon completion of the grading work on Lots 3, 4 and 5, three (3) paper copies, a pdf and digital data that meets the Village's criteria topographic survey (one foot contours, spot elevations at the property line and swale centerlines) shall be completed, grades certified and stamped by a Wisconsin Licensed Professional Engineer to verify that the areas were graded pursuant to the approved plans prior to issuance of the Certificate of Occupancy.
4. The Developer has indicated that he will contact the owner of the home on Lot 2 if any changes are needed to be made to his swale and he will be responsible to re-seed disturbed area as necessary. If any changes are required for Lot 2, then an Erosion Control Permit for this Lot will also be required. Upon completion of the grading work on Lot 2, three (3) paper copies, a pdf and digital data that meets the Village's criteria topographic survey (one foot contours, spot elevations at the property line and swale centerlines) shall be completed, grades certified and stamped by a Wisconsin Licensed Professional Engineer to verify that the areas were graded pursuant to the approved plans.

DOCUMENT
1475284
RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 4/07/2006 at 12:05PM \$50.00
REGDEEDS JOES

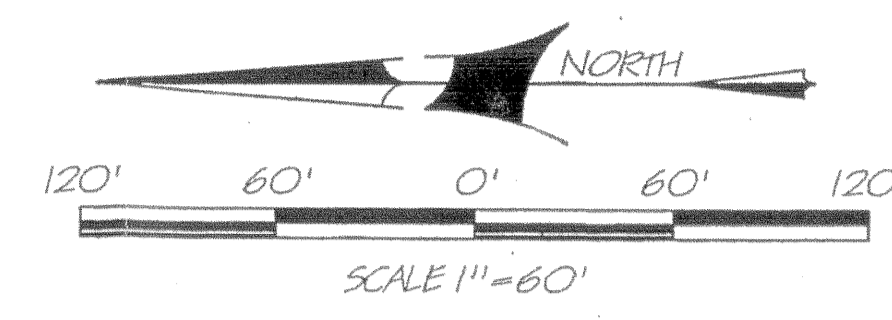
KING'S COVE SUBDIVISION

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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

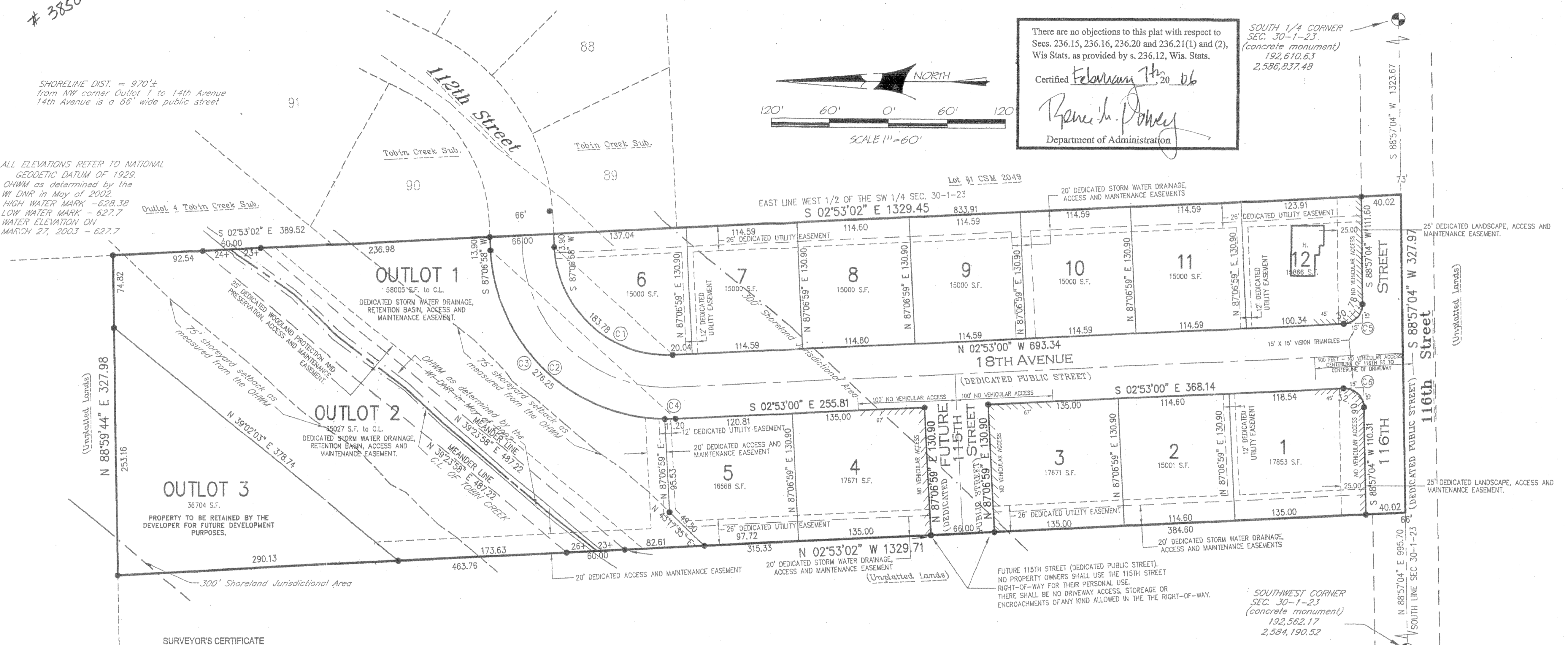
Certified *February 20, 06*
Benjamin J. Doney
Department of Administration

SOUTH 1/4 CORNER
SEC. 30-1-23
(concrete monument)
192,610.63
2,586,837.48



SHORELINE DIST. = 970'±
from NW corner Outlot 1 to 14th Avenue
14th Avenue is a 66' wide public street

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929.
OHWM as determined by the
WI DNR in May of 2002.
HIGH WATER MARK - 628.38
LOW WATER MARK - 627.7
WATER ELEVATION ON
MARCH 27, 2003 - 627.7



SURVEYOR'S CERTIFICATE

I, JAMES E. ROBINSON, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped "KING'S COVE SUBDIVISION" located in the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, more particularly described as follows: That part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows: Begin at a point on the south line of said Section 30 located N88°57'04"E 995.70 feet East of the Southwest corner of said 1/4 section; run thence N02°53'02"W 1329.71 feet, parallel with the East line of said quarter quarter section; thence N88°59'44"E 327.98 feet along the North line of said quarter quarter section to the Northeast corner of said quarter quarter section and the West line of Tobin Creek Subdivision; thence S02°53'02"E 1329.45 feet along the East line of said quarter quarter section to the Southeast corner of said quarter quarter section; thence S88°57'04"W 327.97 feet along said south line to the point of beginning. Subject to the rights of the public in and to 116th Street (Tobin Road). THAT I have made such survey, land division and plat under the direction of King's Cove LLC, owners of said land;

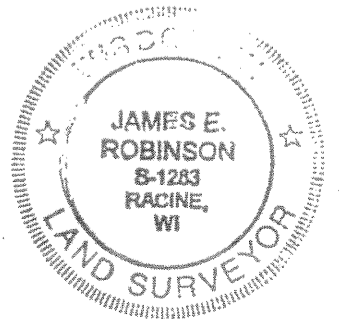
THAT such plat is a correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made;

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Development Control Ordinances of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

Date: 1-12-06

James E. Robinson
James E. Robinson, S-1283
Nielsen Madsen & Barber, S.C.
Racine, Wisconsin

Revised this 31st day of January, 2006.



CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD	TANGENT BEARING
C1	89°59'58"	117.00	183.78	116.96	S 42°06'59" W	165.44	S 87°06'58" W S 02°53'00" E
C2	89°59'58"	183.00	287.45	182.95	S 42°06'59" W	258.76	S 87°06'58" W S 02°53'00" E
C3	86°29'38"	183.00	276.26	172.13	S 43°52'09" W	250.76	
C4	03°30'20"	183.00	11.19	5.60	S 01°07'50" E	11.19	
C5	88°09'56"	20.00	30.78	19.37	S 46°57'58" E	27.83	S 02°53'00" E N 88°57'04" E
C6	91°50'04"	20.00	32.06	20.65	S 43°02'02" W	28.73	S 02°53'00" E S 88°57'04" W

NO LOTS SHALL HAVE DIRECT ACCESS TO 116th STREET AND THERE SHALL BE NO ACCESS ON 18th AVENUE AS MEASURED 100 FEET FROM THE CENTERLINE OF 116th STREET TO THE CENTERLINE OF THE PROPOSED DRIVEWAY. THE EXISTING DRIVEWAY FOR LOT 12 SHALL BE RELOCATED ONTO 18th AVENUE. THE CULVERT AND GRAVEL SHALL BE REMOVED FROM THE DRIVEWAY AND THE AREA REGRADED AND RESTORED.

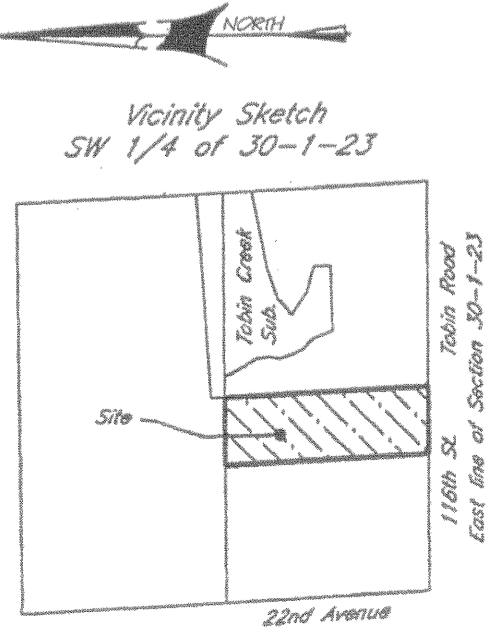
ACCESS SHALL BE RESTRICTED ON LOTS 3 AND 4. THERE SHALL BE NO DIRECT DRIVEWAY ACCESS TO 115th STREET AND THE ACCESS SHALL BE RESTRICTED ON 18th AVENUE TO A POINT 100 FEET FROM THE CENTERLINE OF 115th STREET TO THE CENTERLINE OF THE DRIVEWAYS FOR EACH LOT. NO ACCESS WILL BE ALLOWED ON 115th STREET UNLESS AND UNTIL THE STREET IS CONSTRUCTED.

OUTLOT 3

OUTLOT 3 SHALL NOT BE DEVELOPED OR IMPROVED IN ANY WAY, AND NO ZONING, BUILDING OR OCCUPANCY PERMIT SHALL BE ISSUED BY THE VILLAGE WITH RESPECT TO ANY SUCH LOT, UNTIL SUCH TIME AS PUBLIC SANITARY SEWER, WATER, STORM SEWER AND ROADWAY IMPROVEMENTS ARE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE THEN-CURRENT PROVISIONS OF THE VILLAGE OF PLEASANT PRAIRIE'S LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE, FREE OF CHARGE TO THE VILLAGE AND FREE OF ANY LIENS OR ENCUMBRANCES; AND/OR UNTIL SUCH TIME AS DEDICATIONS OF ROAD RIGHT-OF-WAY AND STORM WATER MANAGEMENT FACILITIES ARE MADE TO THE VILLAGE IN ACCORDANCE WITH THE THEN-CURRENT PROVISIONS OF SUCH ORDINANCE, FREE OF CHARGE TO THE VILLAGE AND FREE OF ANY LIENS OR ENCUMBRANCES; AND/OR UNTIL SUCH TIME AS ANY REQUIRED FEES ARE PAID TO THE VILLAGE TREASURER IN ACCORDANCE WITH THEN-CURRENT PROVISIONS OF SUCH ORDINANCE, THIS RESTRICTION SHALL RUN WITH THE LAND, SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE OF PLEASANT PRAIRIE, AND SHALL BE REMOVED OR MODIFIED ONLY UPON THE EXPRESS APPROVAL OF THE VILLAGE BOARD AND THE RECORDING OF AN AFFIDAVIT EVIDENCING SUCH APPROVAL, SIGNED BY THE VILLAGE PRESIDENT AND ATTESTED BY THE VILLAGE CLERK.

LEGEND AND NOTES

- BEARING BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927. THE SOUTH LINE OF SECTION 30-1-23 IS ASSUMED TO BEAR N 88°57'04" E.
- ALL DISTANCES MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
- ALL ANGLES TURNED TO THE NEAREST SECOND AND COMPUTED TO THE NEAREST HALF SECOND.
- DENOTES A 2.375" O.D. IRON PIPE STAKE SET, 18" IN LENGTH, WEIGHT OF 3.65lbs./lin. ft.
- DENOTES A FOUND 1" O.D. IRON PIPE STAKE
- ⊙ DENOTES CONCRETE MONUMENT WITH BRASS CAP.
- ////// DENOTES NO VEHICULAR ACCESS.



KING'S COVE SUBDIVISION
PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**KING'S COVE SUBDIVISION
DEDICATIONS AND EASEMENTS PROVISIONS**

1. The fee interest in the areas shown as Dedicated Public Streets on this Plat is hereby dedicated, given, granted and conveyed by the King's Cove LLC, (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (referred to as the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, mailboxes, sidewalks, for which by the Village, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the area of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements as noted above and pursuant to a Development Agreement between the Developer and the Village dated as of April 6, 2006 (subject to the rights of the Village to perform the same functions); (2) a nonexclusive easement hereby reserved by the Developer for the Owners of lots or outlots shown on this Plat which are adjacent to each such Dedicated Public Street for the planting and maintenance of grass, the maintenance and replanting of street trees, the clearance, maintenance, repair and replacement of sidewalks in the area between the roadway and their lot and outlot, if required by the Village, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and their lot and outlots as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); (3) a nonexclusive easement hereby reserved by the Developer for the King's Cove Homeowners Association, Inc. (hereinafter referred to as the "Homeowners Association") for the planting, installing, maintaining and replacing of landscape materials within the outlots, open space areas, retention basin areas, and planting screen areas shown on this Plat; the installing, and maintaining and replacing of lighting and signage elements in such outlot locations in accordance with Village-approved plans, and all related ingress and egress (subject to the rights of the Village to perform the same functions); and (4) a nonexclusive easement hereby reserved by the Developer for the Owners of lots or outlots for the clearance, maintenance, repair and replacement of any sidewalks if required by the Village, within the non-roadway areas of the Dedicated Public Streets shown on this Plat, in accordance with Village-approved plans and specifications, and all related ingress and egress (subject to the rights of the Village to perform the same functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Homeowners Association, or of the Owner(s) of any lot or outlot, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the grading, construction, installation, repair, alteration, replacement, planting and maintenance of the public and private street improvements, including, without limitation, pavement, curbs and gutters, street signs, street lights, street trees, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, sidewalks, if required by the Village, outlot areas, planting areas, utility and communication facilities and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the executed Development Agreement which is on file with the Village Clerk, and until such ownership and maintenance responsibilities are transferred to the Village or the Homeowners Association and its lot and outlot Owners.

2. Perpetual easements coextensive with the areas shown as Dedicated Utility Easement areas on this Plat are hereby dedicated, given, granted and conveyed by the Developer ("the Grantor") to the Wisconsin Electric Power Company d/b/a WE Energies, SBC and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots and outlots, (or portions thereof) shown on this Plat and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communications Grantees. The Utility and Communications Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a separate agreement is entered into between the Grantor and Grantees to transfer this responsibility to the Grantees. No buildings, fences, driveways or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communications Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements that such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private utility or communication companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility or communication company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed superior.

3. Perpetual nonexclusive easements coextensive with the areas shown as a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement this plat on Lots 1 through 12 are hereby dedicated, given granted and conveyed by the Developer to the Village for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of the lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such other uses of the easement as may be approved by the Village. However, there shall be no buildings, fences, driveways, or retaining walls placed within the storm water drainage easement area, which obstructs, redirects or impedes drainage flows within the subdivision pursuant to Paragraph 1 of the Restrictive Covenants on this Plat. In the event of any conflicts between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of any lot Owner(s) or entities with respect to the 20' Dedicated Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements as referenced in this paragraph and contained within these nonexclusive easements until such time as the lot is transferred to ownership and such easement maintenance responsibility is transferred to the new lot Owner(s).

4. Temporary nonexclusive easements coextensive with the areas shown as a Dedicated Public Street--18th Avenue, 115th and 116th Streets--on this Plat is hereby dedicated, given, granted and conveyed by the Village to the Developer for street pavement and curb and gutter improvements, sidewalks, if required by the Village, sanitary sewer, water, storm sewer and drainage system improvements, street trees, street lighting and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such public improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements and responsibilities granted herein and for such use, planting, care and maintenance of the terrace easement area by the lot or outlot Owner(s) shown on this Plat and/or future street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

5. A temporary nonexclusive easement coextensive with the areas shown as a Dedicated Public Street--115th Street--on this Plat is hereby dedicated, given, granted and conveyed by the Village to the Developer and to the Homeowners Association, collectively the lot Owners, for lawn maintenance, street tree planting, storm water drainage improvements, and for all related ingress and egress. This easement shall be exclusive, except for such coextensive Dedicated Utility Easements granted herein and for such use, planting, care and maintenance of the terrace easement area by the adjacent Lots 3 and 4 shown on this Plat and/or future street, driveway or other such use as may be approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

6. Perpetual nonexclusive easements coextensive with each area shown on this Plat on Lots 1 and 12 along 116th Street as a 25' Dedicated Landscape, Berm, Signage, Access and Maintenance Easement are hereby dedicated, given, granted and conveyed by the Developer to the Village for the purposes of grading/grading the berm; installation of erosion control measures; installation and planting of trees, shrubs and other landscape elements; installation, maintenance, removal and replacement of signage; installation and replacement of lighting; and all related ingress and egress. Notwithstanding the granting of such easements, the Village shall have no obligation to exercise its rights under these easements.

7. The fee interest in the areas shown as Outlots 1 and 2 on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association, its successors and assigns, and its successors-in-title, collectively the lot Owner(s), for storm water management purposes, retention/detention basin purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the area of Outlots 1 and 2 hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water management, retention basin grading and construction, drainage, and ingress and egress to the outlot pursuant to the Development Agreement between the Developer and the Village, which is on file with the Village Clerk and (2) a perpetual easement hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water drainage and management purposes, retention/detention basin purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. Notwithstanding the granting of such easements, the Village shall have no obligation to exercise its rights under these easements. The Developer shall be responsible for all costs associated with the rough and final grading, topsoiling, and seeding; installation and maintenance of erosion control; construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin and related structures construction and installation, alteration and maintenance of signage, lighting, fencing, street tree, landscaping, plantings, and utility and communications facilities until the Outlots have been topographically field verified by the Developer, and inspected, verified, dedicated and accepted by the Village in accordance with the terms and conditions of the executed Development Agreement which is on file with the Village Clerk.

8. The fee interest in the areas shown as Outlot 3 on this Plat is hereby retained by the Developer for the purposes of rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water drainage, installation and maintenance of signage; planting and installation of landscape materials, ingress and egress and future residential development pursuant to the Development Agreement entered into between the Developer and the Village, which is on file with the Village Clerk (subject to the rights of the Village to perform the same functions).

9. The Developer hereby dedicates, gives, grants, and conveys to the King's Cove Homeowners Association the following easements:

a. Perpetual nonexclusive easements coextensive with the areas shown as 20' Dedicated Storm Water, Drainage, Access and Maintenance Easements on this Plat on Lots 1 through 12, are hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof to the Village; (2) such use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of the respective lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such other uses of the easement as may be approved by the Village. In the event of any conflicts between the rights of the Homeowners' Association, the rights of the Village pursuant to these easements and the rights of any lot Owner(s) or entities with respect to the 20' Dedicated Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

b. Perpetual nonexclusive easements coextensive with areas shown as the 35' Dedicated Landscape, Access and Maintenance Easements shown on this Plat on Lots 1 and 12 are hereby dedicated given, granted and conveyed by the Developer to the Homeowners Association for the purposes of grading/grading the berm; installation of erosion control measures; installation and planting of trees, shrubs and other landscape elements; installation, maintenance, removal and replacement of signage; installation and replacement of lighting; and all related ingress and egress in accordance with Village approved Landscaping Plans on file with the Village Clerk. In the event of any conflict between the rights of the Homeowners Association pursuant to these easements and the rights of the Village, the rights of the Village shall be deemed to be superior.

c. Non-exclusive easements coextensive within each area shown as a 25' Dedicated Woodland Protection and Preservation, Access and Maintenance Easement on the Plat within Outlot 1 are hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association for woodland conservancy protection, preservation and maintenance purposes and uses and for related ingress and egress.

**KING'S COVE SUBDIVISION
RESTRICTIVE COVENANTS**

1. Q.A. Construction, Inc. (referred to as the "Developer") hereby covenants that the Owners of Lots 1 through 12 shown on this Plat shall have the obligation of maintaining the storm water drainage, access and maintenance and easement areas located on their respective lots within the Plat in a functional, neat and nuisance free condition to handle stormwater and drainage in the Subdivision. Such maintenance shall include, without limitation and as needed; grading, topsoiling, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, retaining walls or structures shall be erected within the drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and is subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the lots, in their capacity as owners of any such lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the lot Owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the owners of the Lots 1 through 12, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Homeowners Association and the Owner(s) of Outlot 1 and 2 shown on this Plat shall have the obligation of maintaining the storm water drainage, retention/detention basin, maintenance and access easement area in Outlot 1 and 2 in a functional, neat and nuisance free condition to handle stormwater and drainage in the Subdivision. Such maintenance shall include, without limitation and as needed, grading, topsoiling, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, signage, lighting or structures shall be erected within the outlot drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as may be imposed by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the outlot, in their capacity as owners of such outlots, and shall be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the outlot owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage related maintenance activities, the owners of Outlot 1 and 2 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Plat with respect to the easement, the Village shall have no obligation to do anything pursuant to its this easement.

3. The Developer hereby covenants that the Owners of Lots 1 through 12 shown on this Plat shall have the obligation of maintaining the Dedicated Woodland Protection and Preservation, Access and Maintenance Easement Areas. No trees larger than eight (8) inches shall be cut or removed within the easement areas unless the trees or plant materials are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance adjacent to the trees shall be permitted in such area, without the prior approval of the Village and subject to any conditions as may be imposed by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of the property, and shall benefit and be enforceable by the Homeowners Association and the Village.

4. The Developer hereby covenants that the Homeowners Association pursuant to Outlot 1 and 2 and the individual lot Owner's of Lots 1 through 12 shall have the obligation of maintaining the street trees and grassy areas planted in the Dedicated Public Streets (right-of-way) adjacent to their lots and referred to in Paragraph 1 of the Dedications and Easements Provisions on this Plat. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, cutting, re-staking, placing mulch around the trees and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be constructed or installed which damages the trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as may be imposed by the Village. Any street trees, which die or is damaged by vandalism or other calamity, shall be removed and replaced by the adjacent lot Owner within 60 days of its removal, weather permitting. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities following the one-year warranty period and upon the transfer of said adjacent lot or outlots to the new owners who then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any such street tree or street yard maintenance activities, the lot Owners with respect to the individual lots and/or the Homeowner's Association with respect to Outlot 1, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat with respect to the street trees or street yard maintenance, the Village shall have no obligation to do anything pursuant to its rights.

5. The Developer hereby covenants that Outlot 3 shall not be developed or improved in any way, and no zoning, building, or occupancy permit shall be issued by the Village with respect to such lot(s), until such time as public sanitary sewer, water, storm sewer and road improvements are constructed and installed in accordance with the then-current provisions of the Village of Pleasant Prairie's Land Division and Development Control Ordinance, free of charge to the Village and free of any liens or encumbrances; and/or until such time as dedications or road right-of-way and storm water management facilities are made to the Village in accordance with the then-current provisions of such Ordinance, free of charge to the Village and free of any liens or encumbrances; and/or until such time as any required fees are paid to the Village Treasurer in accordance with the then-current provisions of such Ordinance. This restriction shall run with the land, shall benefit and be enforceable by the Village, and shall be removed or modified only upon the express approval of the Village Board and the recording of an affidavit evidencing such approval, signed by the Village Present and attested by the Village Clerk.

6. The Developer further covenants that the Owners of Outlot 3 shall have the obligation of maintaining the street trees and grassy areas planted and storm water drainage within the Outlot 3. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, mowing, cutting, and weeding to prevent nuisance conditions. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said maintenance responsibilities for Outlot 3 to the new Outlot 3 Owners who then shall perform such maintenance without compensation and to the satisfaction of the Village.

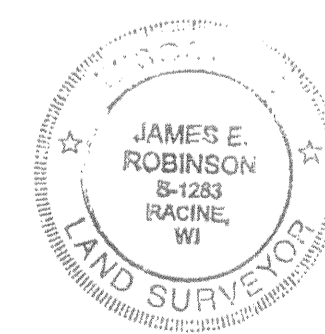
To the extent that the Village performs any maintenance activities, the Outlot Owners, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat, the Village shall have no obligation to do anything pursuant to its rights.

7. The Developer covenants that the Homeowner's Association, collectively the Owners of Lots 1-12, shall have the obligation of maintaining the grassy areas planted within the 115th Street right-of-way. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, mowing, cutting, and weeding to prevent nuisance conditions. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The lot Owners shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any maintenance activities, the lot Owners, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat, the Village shall have no obligation to do anything pursuant to its rights.

8. The Developer covenants that 115th Street shall be dedicated as shown on this Plat, but no required public improvements shall be installed at the time of the recording of this Plat by the Developer. The 115th Street required public improvements shall be constructed when the adjacent land to the west (Tax Parcel Number 93-4-123-303-0020) is proposed to be developed and at the cost of the adjacent land owner to the west. The Developer further covenants and restricts anyone from using the 115th Street right-of-way for their private or public use until said public improvements are installed in 115th Street. There shall be no driveway access, parking of vehicles or property, placing of storage, wood or any materials; placing of signage or fencing or any encroachment into the 115th Street right-of-way. Public signage shall be placed by the Developer on 115th Street explaining and describing the future extension of the 115th Street roadway to service vacant lands lying to the west of this Plat.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified February 14, 2006
James E. Robinson
Department of Administration



DOCUMENT
1475284
RECORDED
At Kenosha County, Wisconsin, WI 53140
Louis J. Princiotta, Register of Deeds
on 4/07/2006 at 12:05PM
60014645 JUES
RESEBEB3

James E. Robinson
1-12-06
Revised this 31st day of January, 2006.

KING'S COVE SUBDIVISION

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNERS' CERTIFICATE OF DEDICATION

King's Cove LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said corporation caused the land described on the this plat to be surveyed, divided, mapped and dedicated as represented on this plat. King's Cove LLC, does further certify that this plat is required to be submitted to the following for approval or objection: Village of Pleasant Prairie and Wisconsin Department of Administration.

IN WITNESS WHEREOF the said KING'S COVE LLC, has caused these presents to be signed by Quinton P. and Lisa M. Ackerman at Kenosha, Wisconsin, and its seal affixed hereunto this 6th day of April, 2006. In the presence of:

King's Cove LLC.

 Quinton P. Ackerman, Member

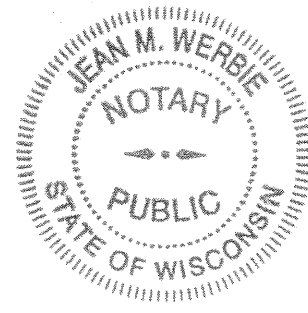
 Lisa M. Ackerman, Member

STATE OF WISCONSIN)
 COUNTY OF KENOSHA) ss

Personally came before me this 6th day of April, 2006, Quinton P. Ackerman and Lisa M. Ackerman, Members of the above-named corporation to me known to be the person who executed the foregoing and acknowledged the same.

My commission expires/is permanent: 1-17-2010

Jean M. Werbie
 Notary Public, Ken. Co., Wisconsin
 Printed Name: Jean M. Werbie



SEAL

CONSENT OF CORPORATE MORTGAGEE

Bank of Kenosha, 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 on this plat, and does hereby consent to the above certificate of King's Cove LLC, owner. IN WITNESS WHEREOF, the said Bank of Kenosha has caused these presents to be signed by W. Thomas Carls, its EVP, and Wesley M. Ruchio, its SVP at Kenosha, Wisconsin, and its corporate seal to be hereunto affixed this 7th day of April, 2006, in the presence of:

Bank of Kenosha
W. Thomas Carls Wesley M. Ruchio
E.V.P. S.V.P.

STATE OF WISCONSIN)
 COUNTY OF Kenosha)

Personally came before me this 7th day of April, 2006, W. Thomas Carls, EVP and Wesley M. Ruchio, SVP of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Executive Vice President and Senior Vice President of said corporation, and acknowledged that they executed the foregoing as such officers as the deed of said corporation, by its authority.

My commission expires/is permanent: 2/8/09

Derek S. Peterson
 Notary Public, Kenosha, WI
 Printed Name: Derek S. Peterson

SEAL

VILLAGE BOARD CERTIFICATE

We hereby certify that the final plat of KING'S COVE SUBDIVISION in the Village of Pleasant Prairie submitted for approval by King's Cove LLC, developer of said lands, was approved by the Village Board of the Village of Pleasant Prairie on April 3, 2006 by Resolution No. 06-15 and that any and all conditions of such approval have been satisfied.

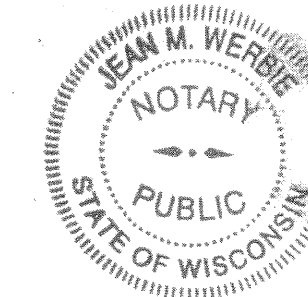
By: John P. Steinbrink
 John P. Steinbrink, Village President
 Attested By: Jane M. Romanowski
 Jane M. Romanowski, CMC, Village Clerk

STATE OF WISCONSIN)
 COUNTY OF KENOSHA)

Personally came before me this 6th day of April, 2006, John P. Steinbrink, Village President, and Jane M. Romanowski, CMC, Village Clerk, and acknowledged that they executed the foregoing instrument as President and Clerk of the Village of Pleasant Prairie and by its authority.

Signed: Jean M. Werbie
Jean M. Werbie

Notary Public, State of Wisconsin
 My commission expires/is permanent: 1-17-2010



COUNTY TREASURER'S CERTIFICATE

I, Teri Jacobson, being the duly elected, qualified and acting Treasurer of Kenosha County, do hereby certify that the records of my office show no unredeemed tax sales and no unpaid taxes or special assessments as of April 7, 2006 affecting the lands included in the plat of King's Cove Subdivision.

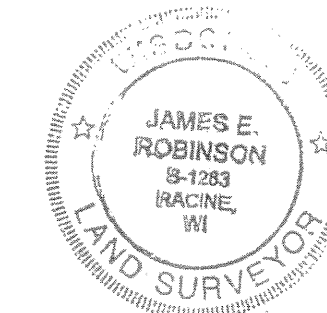
By: Teri A. Jacobson
 Teri A. Jacobson, County Treasurer

VILLAGE TREASURER'S CERTIFICATE

I, Kathleen M. Goessi, being the duly qualified and acting Treasurer of Pleasant Prairie, do hereby certify that the records of my office show no unpaid taxes or special assessments as of April 6, 2006 affecting the lands included in this plat of King's Cove Subdivision.

By: Kathleen M. Goessi
 Kathleen M. Goessi, Village Treasurer

DOCUMENT
 1475284
 RECORDED
 At Kenosha County, Kenosha, WI 53140
 Louise I. Principle, Register of Deeds
 on 4/07/2006 at 12:05PM \$50.00
 60014645
 RES0003 JUES
 #3850



James E. Robinson
 1-12-06
 Revised this 31st day of January, 2006.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
 Certified February 7, 2006
Theresa L. Doney
 Department of Administration



CERTIFICATE OF RESOLUTION

Return to:

VILLAGE OF PLEASANT PRAIRIE
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

Parcel #s:

93-4-123-303-0103 and 93-4-123-303-0104

Legal Descriptions:

Tax Parcel Number: 93-4-123-303-0103

Lot 3 of Kings Cove Subdivision (Document # 1475284 as recorded at the Kenosha County Register of Deeds on April 7, 2006) is located in the Southwest One Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 23 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie.

Tax Parcel Number: 93-4-123-303-0104

Lot 3 of Kings Cove Subdivision (Document # 1475284 as recorded at the Kenosha County Register of Deeds on April 7, 2006) is located in the Southwest One Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 23 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie.

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Do Hereby Certify that this is a true and correct copy of Resolution No. 12-35 (Discontinuance of 115th Street in the Kings Cove Subdivision in the Village of Pleasant Prairie) adopted by the Village of Pleasant Prairie Board of Trustees on October 15, 2012.

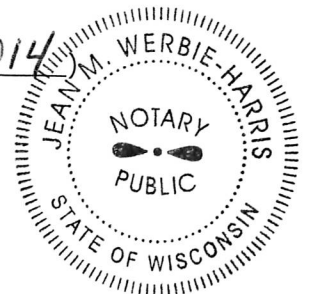
Jane M. Romanowski
Village Clerk

10-15-12
Date

ACKNOWLEDGMENT
STATE OF WISCONSIN)
SS
KENOSHA COUNTY)

Personally came before me this **15th day of October, 2012**, the above named known to be the persons who executed the foregoing instrument and acknowledge the same.

Print Name: Jean M. Werbie-Harris
Notary Public Kenosha County, WI
My Commission expires: 11/5/2014



This document was drafted by:

Jean M. Werbie-Harris, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #12-35

RESOLUTION RELATING TO THE DISCONTINUANCE OF
115th STREET IN THE KINGS COVE SUBDIVISION
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

The Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, pursuant to Section 66.1003 of the Wisconsin Statutes, may initiate the discontinuance in whole or in part of any road, street, slip, lane or alley by the introduction of a Resolution declaring that the public interest requires it.

WHEREAS, the Village of Pleasant Prairie has initiated the discontinuance 115th Street within the Kings Cove Subdivision, which has been designated as a public right-of-way; and

WHEREAS, the 115th Street roadway was never constructed as a part of the development of the Kings Cove Subdivision and it has been determined through a recent floodplain study that the land within and adjacent to this 115th Street right-of-way is located within the 100-year floodplain; and

WHEREAS, municipal sanitary sewer, water and storm sewer infrastructure were never constructed in said right-of-way; and

WHEREAS, it is unlikely that with the environmental floodplain restrictions on the land within and adjacent to the platted 115th Street right-of-way, that further development would not occur west of the 115th Street right-of-way; and

WHEREAS, the adjacent land abutting the proposed portion of 115th Street to be vacated is owned by the Banks of Wisconsin; and

WHEREAS, the plat of survey and legal description of the public street encompassing the discontinuance is attached in **Exhibit A** to this Resolution; and

WHEREAS, on September 15, 2012 all required property owners were notified via regular mail; and a Class 3 notice was published in the Kenosha News on September 24, October 1 and October 8, 2012; and

WHEREAS, upon vacation of 115th Street, the north half of the vacated street shall be transferred and attached to Tax Parcel Number 93-4-123-303-0104 and the south half shall be transferred and attached to Tax Parcel Number 93-4-123-303-0103 owned by the Banks of Wisconsin.

WHEREAS, the Village of Pleasant Prairie Plan Commission reviewed said request at its October 8, 2012 and recommended approval of said discontinuance; and

WHEREAS, a Public Hearing to consider said discontinuance was held by the Village Board of Trustees on October 15, 2012.

NOW THEREFORE BE IT RESOLVED that 115th Street right-of-way located within the Kings Cove Subdivision as shown and legally described on **Exhibit A**, which has been designated by the Village of Pleasant Prairie as a public right-of-way, shall be discontinued and the Village shall transfer ownership of said property to the adjacent property owner(s) by the recording of this resolution at the Kenosha County Register of Deeds office.

Adopted this 15th day of October 2012.

ATTEST:

VILLAGE OF PLEASANT PRAIRIE


Jane M. Romanowski
Village Clerk

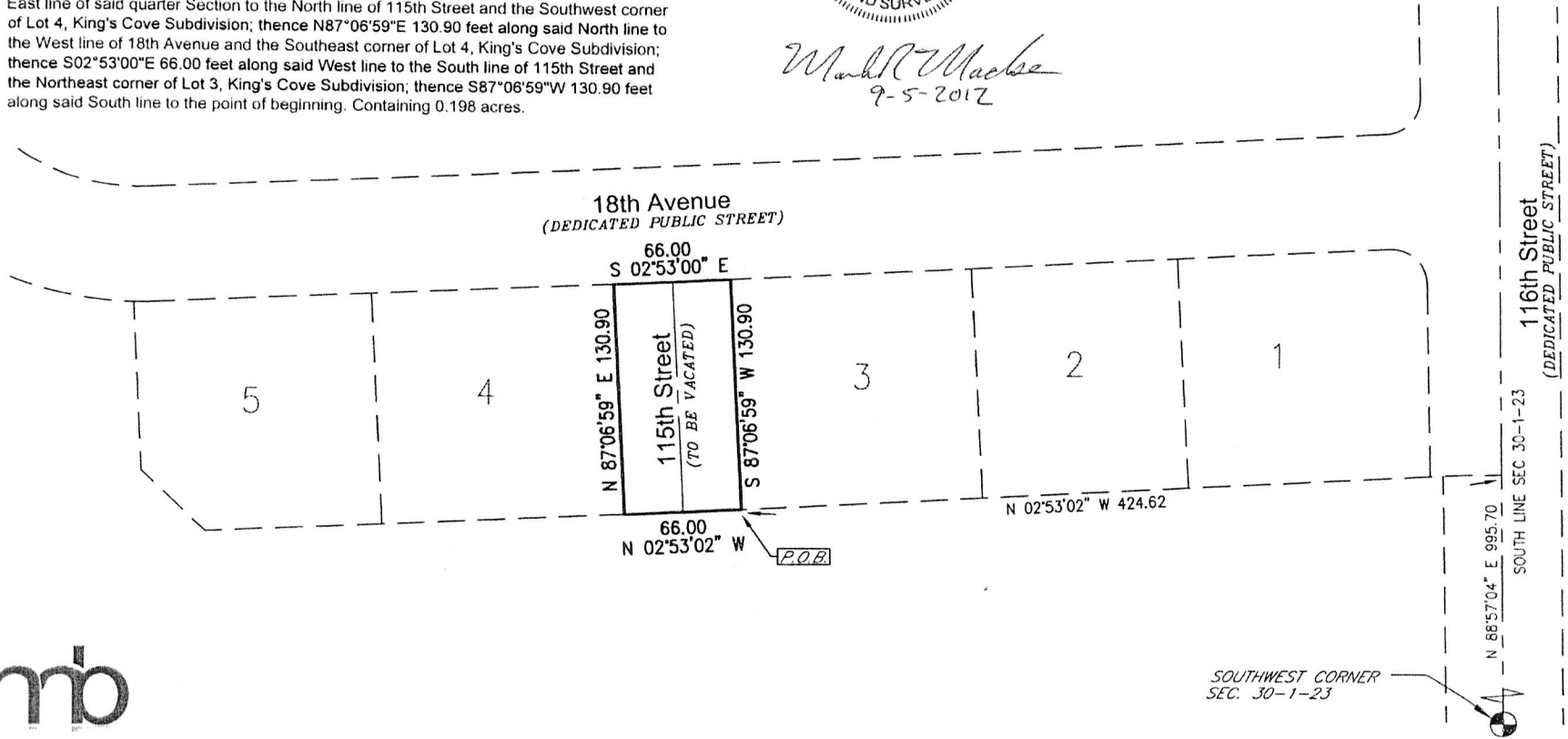

John P. Steinbrink
Village President

VACATION OF 115th STREET "KING'S COVE SUBDIVISION"

That part of the Southwest ¼ of the Southwest ¼ of Section 30, Township 1 North, Range 23 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows: Commence at a point on the South line of said Section 30 located N88°57'04"E 995.70 feet East of the Southwest corner of said ¼ Section; thence N02°53'02"W 424.62 feet, parallel with the East line of said quarter Section to the South line of 115th Street and the Northwest corner of Lot 3, King's Cove Subdivision, a recorded plat and the point of beginning of this description; continue thence N02°53'02"W 66.00 feet, parallel with the East line of said quarter Section to the North line of 115th Street and the Southwest corner of Lot 4, King's Cove Subdivision; thence N87°06'59"E 130.90 feet along said North line to the West line of 18th Avenue and the Southeast corner of Lot 4, King's Cove Subdivision; thence S02°53'00"E 66.00 feet along said West line to the South line of 115th Street and the Northeast corner of Lot 3, King's Cove Subdivision; thence S87°06'59"W 130.90 feet along said South line to the point of beginning. Containing 0.198 acres.



Mark R. Madsen
9-5-2012



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website www.nmbc.net

SOUTHWEST CORNER
SEC. 30-1-23

Scale: 1" = 60'
Drawn By: SCB
DATE: 4-6-2012
2011.0079.01

115th Street Vacation Exhibit
KING'S COVE SUBDIVISION
Village of Pleasant Prairie, Wisconsin

Exhibit A

**ASSIGNMENT OF THE
DEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF PLEASANT PRAIRIE AND
THOMAS INTERESTS, INC.
REGARDING
KINGS COVE SUBDIVISION**

THIS ASSIGNMENT OF THE DEVELOPMENT AGREEMENT ("Assignment") is entered into by and between, Thomas Interests, Inc., a corporation, with a business address at 5732 95th Avenue, Suite 400, Kenosha, WI 53144 (the "Developer") and the VILLAGE OF PLEASANT PRAIRIE, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as the "Village"), regarding the Kings Cove Subdivision. The modified King's Cove Subdivision plat and legal description is attached hereto as **Exhibit A** (hereinafter also referred to as the "Development").

WHEREAS, Kings Cove, LLC (original Developer) and the Village executed a Development Agreement dated April 6, 2006 ("Agreement") for the Development, setting forth the approval conditions and the responsibilities and obligations with respect to matters related to the construction, inspection, use and maintenance of the Required Public and Private Improvements for the Subdivision; and

WHEREAS, King's Cove, LLC financially defaulted in April 2011 and the Subdivision ownership was then transferred to its lender the Bank of Kenosha by a sheriff's deed. At that time, the Village demanded that the balance of the letter of credit funds be converted and transferred to the Village as cash on deposit, to complete the outstanding required public improvements pursuant to the Development Agreement;

WHEREAS, Thomas Interests, Inc. (Thomas) acquired the King's Cove Subdivision from the Bank of Kenosha in December, 2013 and is now requesting to take over the Developer responsibilities and obligations for the completion of the Subdivision (**Exhibit B**).

WHEREAS, Thomas has prepared a Lot Line Adjustment (for Lots 3, 4 and 5), including some language modifications to the Subdivision Plat (**Exhibit C**) and the First Amendment to the Declaration of Restrictions, Covenants and Easements (**Exhibit D**), which are attached to this Agreement.

WHEREAS, Thomas has requested, and the Village has agreed, that in accordance with Paragraph 45 of the Agreement, for an Assignment of the Agreement to another party (Thomas) but that approval is subject to the prior approval of the Village Board of Trustees, and that such approval shall not be unreasonably withheld. Thomas has agreed to execute this Assignment of the Agreement approved by the Village Board on June __, 2009, and both the Village and Thomas desire to reduce the terms and conditions of this Agreement to writing as set forth below.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The referenced Development Agreement shall be assigned to Thomas (an Approved Assignee) subject to the prior written approval of the Village Board and the following: (a) such Approved Assignee shall become the new Developer; (b) all of the obligations and responsibilities of the Developer as set forth in the Agreement shall devolve upon and be assumed by such Approved Assignee;

- (c) King's Cove, LLC and Bank of Kenosha shall be released from any and all obligations upon such assignment and shall be exculpated from any personal liability or continuing obligation to perform the commitments and obligations set forth herein with respect to future obligations of the Developer; and (d) the Village will look solely to such Approved Assignee for the future performance of the obligations arising under the Agreement. After such assignment, the term "Developer" shall mean such Approved Assignee.
2. The Approved Assignee has been designated to assume all obligations of under the Agreement.
 3. Thomas acknowledges and agrees that, pursuant to Section 45 of the Agreement, that Thomas is financially responsible for the completion of the Required Public Improvements and any related Required Private Improvements (filling and lot grading) to the satisfaction of the Village. Financial security, in a form satisfactory to the Village, shall be provided to the Village to guarantee and secure the full obligations of Thomas as the Developer to guaranty and warranty the Required Public Improvements until they are completed, inspected and dedicated to the Village. The Required Private Improvements shall also be completed and inspected by the Village prior to the issuance of any further building permits. The outstanding public improvements and private residential construction-related improvement contracts and cost break-down analysis for the Development are set forth in the attached **Exhibit E**.
 4. Unless specifically modified by this Amendment, all other provisions and covenants contained within the Agreement, Memorandum of Development Agreement and/or Land Division and Development Control Ordinance on file with the Village shall remain in full force and effect for the Development.
 5. The cash on deposit with the Village and the supplemental cash on deposit provided by Thomas to the Village (**Exhibit E**) is required to secure the Developer's financial obligations to complete the Required Public and Private Improvements in order to financially guarantee the completion of the Required Public Improvements.

IN WITNESS WHEREOF, the Developer and the Village have caused this Amendment to be signed and dated as of this _____ day of _____, 2014.

Signatures and notary seals appear on the next page.

THOMAS INTERESTS, INC.

By: Gary Thomas
President

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, the above-named Gary Thomas, known to me to be the President of said Thomas Interests, Inc. and acknowledged that he executed the foregoing instrument as such officer and on behalf of said limited liability company.

Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

VILLAGE OF PLEASANT PRAIRIE

By: John P. Steinbrink
Village President

ATTEST:

By: Jane M. Romanowski
Village Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, the above-named John P. Steinbrink, Village President, and Jane M. Romanowski, Village Clerk, of the Village of Pleasant Prairie, and to me known to be such President and Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers in their authority of said municipal corporation.

Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

Assignment of the Development Agreement
King's Cove Subdivision
Page 4 of 4

This document was drafted by:
Jean Werbie-Harris, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Res/Kings Cove/Amendment for Assignment-Kings Cove

EXHIBIT A – King's Cove Subdivision Plat
EXHIBIT B – Ownership Documentation
EXHIBIT C – King's Cove Lot Line Adjustment (Lot 3, 4 and 5)
EXHIBIT D – First Amendment to the Declaration of Restrictions, Covenants and Easements
EXHIBIT E – King's Cove Subdivision Utility Modifications, Revised Grading Plans, Cost Breakdown Analysis and Estimate, and Receipt for Cash on Deposit

REMAINING IMPROVEMENT COST SCHEDULE

**ITEMIZED COST BREAKDOWN FOR
THE KING'S COVE SUBDIVISION
CASH ON DEPOSIT**

Remaining Improvements (2014)	
1	WANASEK
	Abandon and cap sewer and water Stubs \$17,900.00
2	VILLAGE OF PLEASANT PRAIRIE
	Televising \$2,767.00
3	OTHER IMPROVEMENTS (Village Estimates)
	Final asphal surrface (1.5 inch) \$19,200.00
	Curb removal/replacement (spot repairs) \$3,500.00
	Curb and gutter \$1,000.00
	Interim inlet adjustement \$4,200.00
	Base Patching \$8,000.00
	Street Trees \$14,000.00
	Adjust manholes and install chimney sealsurb and gutter \$6,400.00
	Adjust water valves \$1,250.00
	Mill esixsting curb line ashphalt ramp \$3,960.00
	Lot survey certification associated with Floodplain \$5,000.00
SUM OF REMAINING IMPROVEMENTS \$87,177.00	
15% Contigency \$13,100.00	
10% Eng. Legal and Adminstrative Fees \$8,700.00	
TOTAL \$108,977.00	
	Exising Cash on Deposit (June 18, 2014) \$38,017.91
TOTAL REQUIRED \$70,959.09	

Plat of a survey for THOMAS INTERESTS, INC. for the Lot line adjustment of Lots 3, 4 and 5, King's Cove Subdivision, a recorded plat in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

PARCEL 91-4-123-303-0103

That part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows: Lot 3 of King's Cove Subdivision, a recorded plat, and the South 22.00 feet of vacated 115th Street.

PARCEL 91-4-123-303-0104

That part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows: Lot 4 of King's Cove Subdivision, a recorded plat, and the North 44.00 feet of vacated 115th Street. EXCEPTING therefrom the North 22.00 feet of said Lot 4.

PARCEL 91-4-123-303-0105

That part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows: Lot 5 of King's Cove Subdivision, a recorded plat, and the North 22.00 feet of Lot 4.

Certificate

The above-described property has been surveyed under my direction and the map hereon drawn is a correct representation thereof to the best of my knowledge and belief.

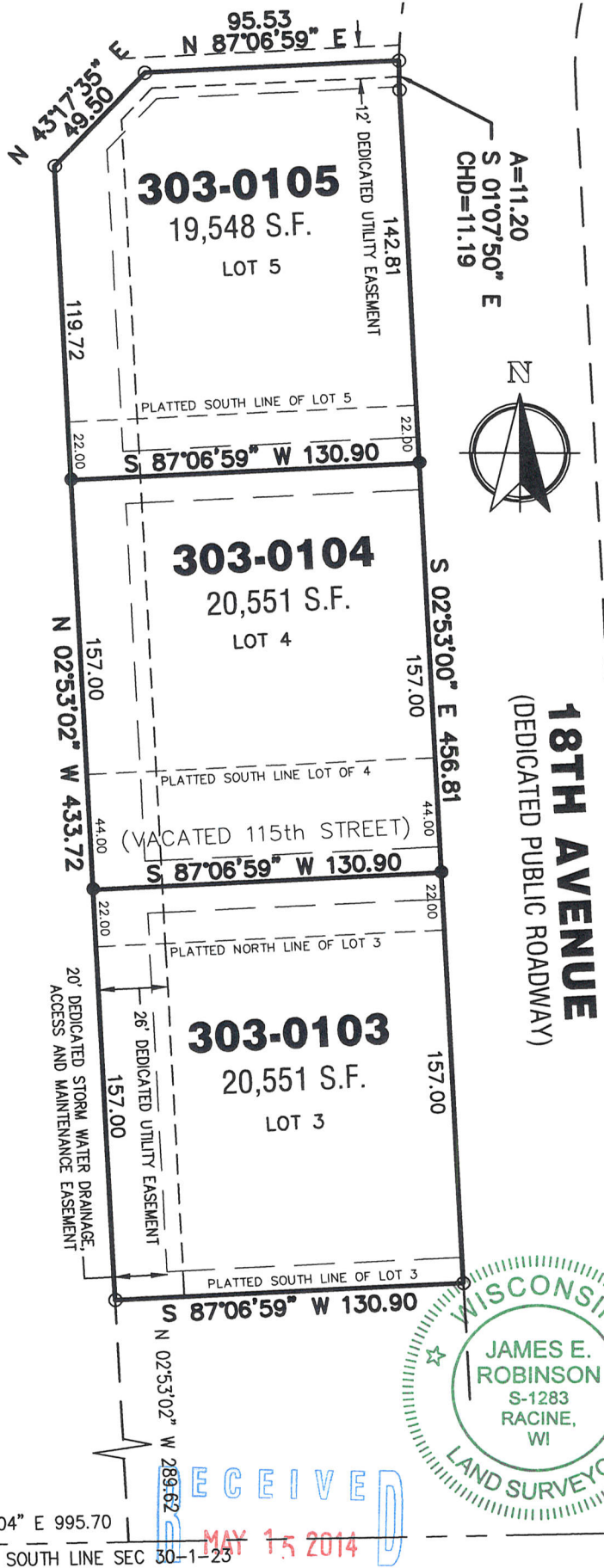
4/11/2014 *James E. Robinson*

This Survey and descriptions for the lot lines to be adjustment is hereby submitted to and approved by the Village Board of the Village of Pleasant Prairie as being in compliance with the Village Land Division and Development Control Ordinance on this _____ day of _____, 2014.

Plan Commission Chairman _____
Thomas W. Terwall

Village President _____
John P. Steinbrink

Village Clerk _____
Jane M. Romanowski



SOUTHWEST CORNER SEC. 30-1-23

LEGEND

- = SET 1" IRON PIPE
- = IRON STAKE FOUND
- ⊙ = P.K. NAIL
- ⊖ = SET CHISEL "V"

NOTES

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

FIELD WORK 11-9-12 BY FTH JWP
DRAWN 4-11-14 BY JER SCB
SCALE 1" = 60'
SHEET 1 OF 1 SHEETS
PROJECT NO. 2011.0079.02

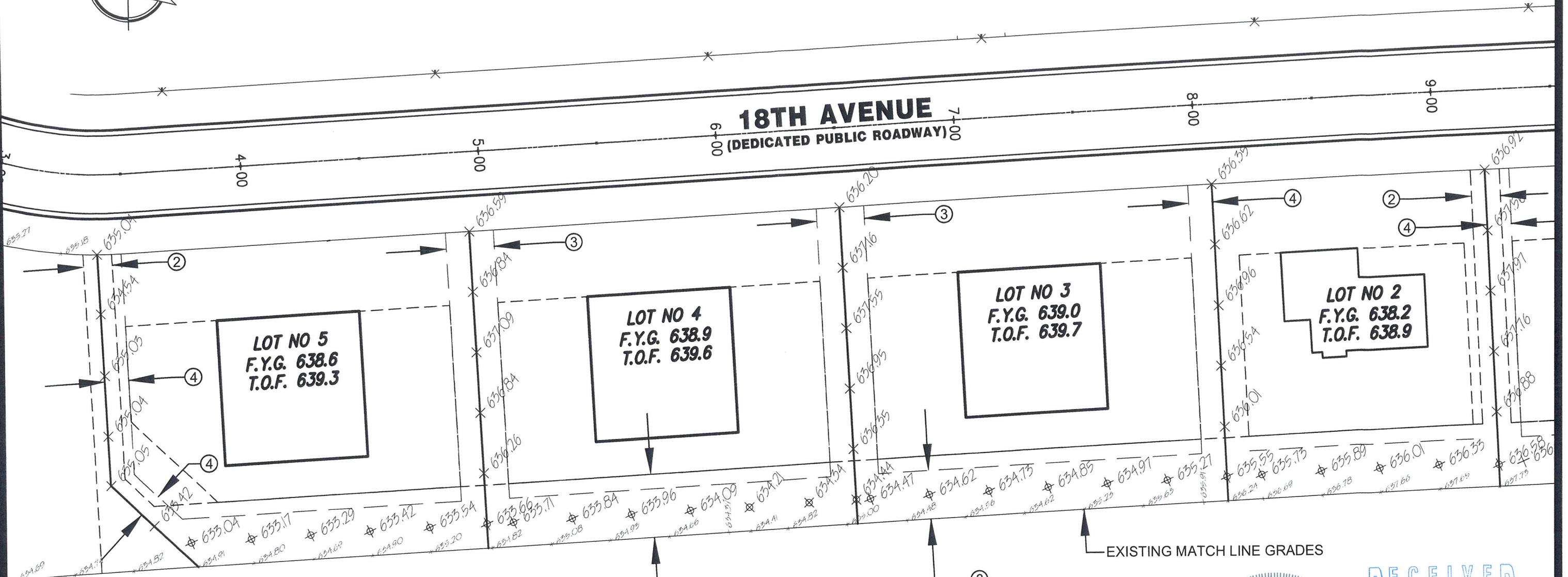


Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

1458 Horizon Blvd. Suite 200, Racine, WI. 53406 Tele: (262)634-5588 Fax: (262)634-5024 Website: www.nmbc.net



18TH AVENUE
(DEDICATED PUBLIC ROADWAY)



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Boulevard, Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbssc.net

Legend

- + 636.64 EXISTING MATCH LINE GRADES
- + 636.96 PROPOSED LOT LINE GRADES
- ⊕ 636.96 PROPOSED DRAINAGE SWALE GRADES

Easement Descriptions

- ① 26' DEDICATED UTILITY EASEMENT
- ② 12' DEDICATED UTILITY EASEMENT
- ③ 20' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT
- ④ 10' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT

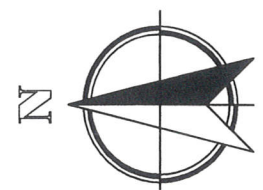
NOTE: SEE SITE GRADING PLAN FOR CONTOURED LOT GRADING INFORMATION. SPOT GRADES TO BE UTILIZED IN CONJUNCTION WITH SITE GRADING PLAN



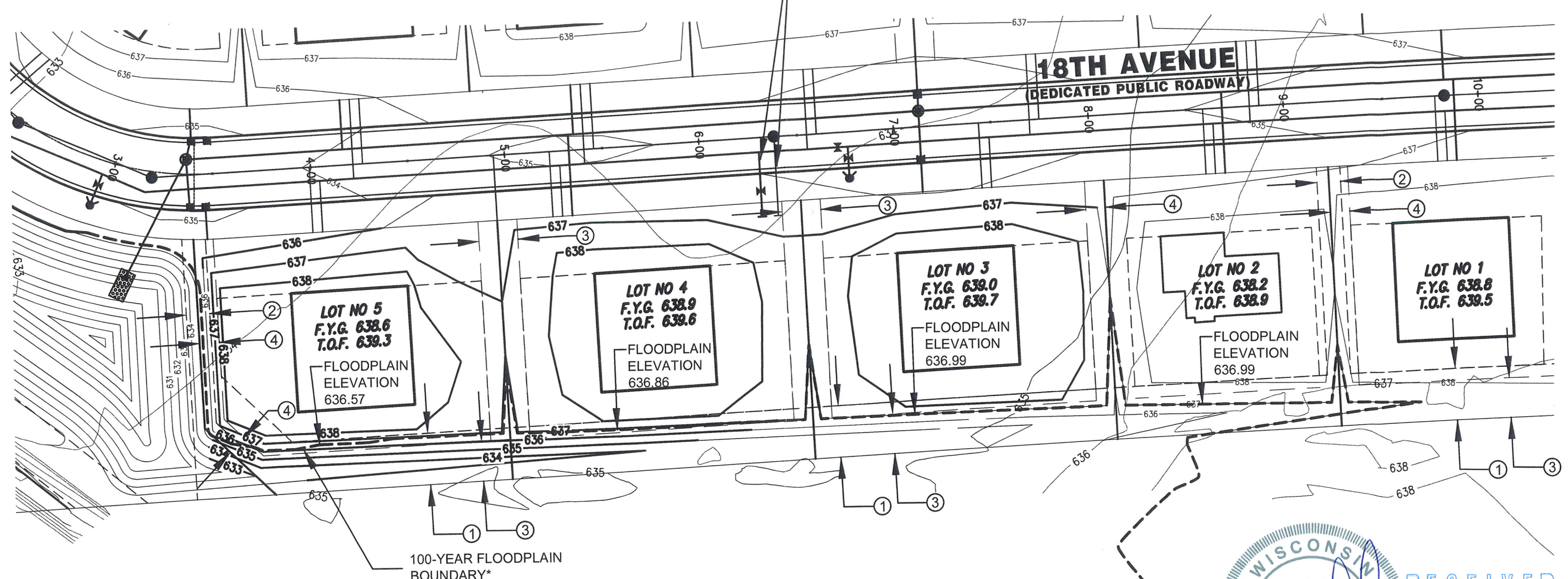
5-15-14



Scale: 1" = 40'
Drawn By: ICB SCB
DATE: 4-11-2014
2011.0079.02
Revised Master Grading Plan
LOTS 3, 4 and 5 of KING'S COVE
SUBDIVISION
Village of Pleasant Prairie, Wisconsin



NOTE: SANITARY SEWER AND WATER MAIN STUBS IN LOT 4 TO BE CAPPED AT THE MAIN AND ABANDONED IN PLACE



* SOURCE OF INFORMATION: "TOBIN CREEK FLOODPLAIN EVALUATION" AS PREPARED BY R.A. SMITH NATIONAL, INC. DATED MAY 12, 2009. THE FLOODPLAIN IN THE PROJECT AREA IS CURRENTLY UNOFFICIAL HOWEVER; THE TOBIN CREEK FLOODPLAIN EVALUATION IS THE BEST AVAILABLE FLOODPLAIN INFORMATION THE VILLAGE CURRENTLY HAS FOR THE AREA.



RECEIVED
MAY 15 2014
Village of Pleasant Prairie

mb
Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Boulevard, Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

Legend
— 702 — EXISTING CONTOURS
— 702 — PROPOSED CONTOURS
- - - - - 100-YR FLOODPLAIN

Easement Descriptions
① 26' DEDICATED UTILITY EASEMENT
② 12' DEDICATED UTILITY EASEMENT
③ 20' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT
④ 10' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT

Survey Notes
BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE
ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

Scale: 1" = 50'
Drawn By: ICB SCB
DATE: 4-11-2014
2011.0079.02
Revised Site Grading Plan
LOTS 3, 4 and 5 of KING'S COVE SUBDIVISION
Village of Pleasant Prairie, Wisconsin

DRAFT 6 17 2014

GRANT OF STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

This Grant of Easement made this ____ day of _____, 2014 between Thomas Interests, Inc. referred to as the "Owner", and the Village of Pleasant Prairie, Wisconsin, hereinafter referred to as the "Village".

Return Document to:
Village of Pleasant Prairie
Community Development Dept.
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

Tax Parcel Numbers:
93-4-123-303-0103
93-4-123-303-0104
93-4-123-303-0105
and vacated portion of 115th Street

Legal Description: Lots 3, 4, and 5, a part of the Kings Cove Subdivision recorded as Document #1475284 at the Kenosha County Register of Deeds Office and the vacated portion of 115th Street recorded as Document # _____ at the Kenosha County Register of Deeds Office and located in a part of the Northwest One Quarter of U.S. Public land Survey Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

WITNESSETH

That for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, the party of the first part (Owner) have this day bargained and sold and by these presents do bargain, sell, convey, transfer and deliver to the party of the second part (Village), its successors and assigns forever Storm Water Drainage, Access and Maintenance Easements (Storm Water Easements), including the perpetual right to enter upon the real estate hereinafter described at any time that the Village may see fit, to construct/maintain, use and repair the drainage way area, storm inlets, storm pipes, ditches, swales and/or trenches for the purpose of conveying storm water including waters associated with the 100-year floodplain across, the real estate hereinafter described, together with the right to excavate and re-grade the drainage way area, swales, ditches and/or trenches for the location of said storm water conveyance system, and the further right to remove any trees, brush, plants, etc. located within Storm Water Easements, and any other above ground or below ground obstructions interfering with the location, construction, use and maintenance of said storm water drainage and floodway conveyance system.

This Stormwater Drainage Easements are hereby dedicated, given, granted and conveyed by the Owner to the Village for storm water drainage system improvements, storm water conveyance, 100-year floodplain conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance

activities. There shall be a Restrictive Covenant over the Storm Water Easement areas, which prohibits the filling of the Storm Water Easements, the construction or movement of any structures or impediments including but not limited to garages, sheds, decks, steps, patios, driveways, pools, play equipment, gardens, fences or firewood within the Storm Water Easements, and the storage of personal belongings or equipment of any type within the Storm Water Easements, which might interfere with the function and maintenance of the Storm Water Easements.

The Owner shall have the obligation and responsibility for bush or tree removal needed for the storm water drainage function and improvements; the grading, seeding or sodding, maintaining erosion control methods to protect the drainage areas; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; and mowing and weeding to prevent nuisance conditions within the Storm Water Easements. The Storm Water Easements shall be exclusive except for: (1) such other Dedicated Utility Easements as may be given to the utility communication companies with respect to the area occupied by the Storm Water Drainage Easements along the side or rear property lines; (2) such other Tree Preservation and Protection, Access and Maintenance Easements given to the Village or Homeowner's Association for the protection and preservation of trees; and (3) such use, planting, care and maintenance responsibilities of the Storm Water Easements as mentioned in this paragraph which is required by the Owner of the respective properties on which such Storm Water Easements are located and as will not interfere with the improvements, uses and purposes of the Storm Water Easements. In the event of any conflict between the rights of the Village pursuant to the Storm Water Easements and the rights of other persons or entities with respect to the area of such Storm Water Easements or any part thereof, the Village's rights under this Storm Water Easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these Storm Water Easements, the Village shall have no responsibilities or financial obligation to do anything pursuant to its rights under these Easements.

Any such, storm water drainage construction or maintenance activities that may be performed within the Storm Water Easements by the Village shall be assessed to and payable by the Owner of the respective lot(s) as a special charge pursuant to Section 66.0627 of the Wisconsin Statutes, and as may be amended from time to time.

The attached **Exhibit 1** identifies the Storm Water Easement areas as surveyed by a Wisconsin Registered Land Surveyor. An as-built Grading Plan shall be prepared by the Owner and submitted to the Village which verifies that the Storm Water Drainage improvements within the designated easements were constructed per the Village approved Grading Plans dated April 11, 2014 that are on file with the Village Engineering Department. The Village will inspect the storm water drainage improvements made or constructed within its Storm Water Easement upon its completion to insure that the storm water drainage improvements were constructed in accordance with the approved Grading Plans and the Village standards and conditions. The Village reserves the right to refuse the acceptance of any improvements that have not been constructed pursuant to the approved Plans or to the Village's satisfaction and standards.

The Owner shall indemnify, defend, and hold harmless the Village of Pleasant Prairie, its employees and consultants from and against any and all claims, actions, damages, liability, demands, costs and expenses, including reasonable attorney's fees, that arises from or are in connection with the Village's review or inspection of the Storm Water Easement areas and related drainage improvements on the referenced properties.

The real estate properties affected by the grant of these permanent Storm Water Easements are located in the Village of Pleasant Prairie, County of Kenosha, and State of Wisconsin as shown on **Exhibit 1** as attached to this Storm Water Easement.

The Owner, his successors, successors and assigns, or successors in title do hereby covenant with the Village, its successors and assigns forever, that the Owner has lawfully seized and possessed of the real estate above described, and that the Owner has a good and lawful right to convey it or any part thereof, and this it is free from all encumbrances.

IN WITNESS WHEREOF, the Village and the Owner have hereunto set forth their hands on this ____ day of _____, 2014.

**THOMAS INTERESTS, INC.
(OWNER OF LOTS 3, 4, 5 AND THE VACATED PORTION OF 115TH STREET)**

Print Name: Gary Thomas
Print Title: _____

ACKNOWLEDGMENT
STATE OF WISCONSIN) SS
KENOSHA COUNTY)

This instrument was signed and sworn before me in _____,
Wisconsin, on _____, 2014, by _____, duly
authorized _____ for Thomas Interests, Inc.

Print Name: _____
Notary Public, Kenosha County, WI
Expiration date: _____

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

This document was drafted by:
Jean Werbie-Harris, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

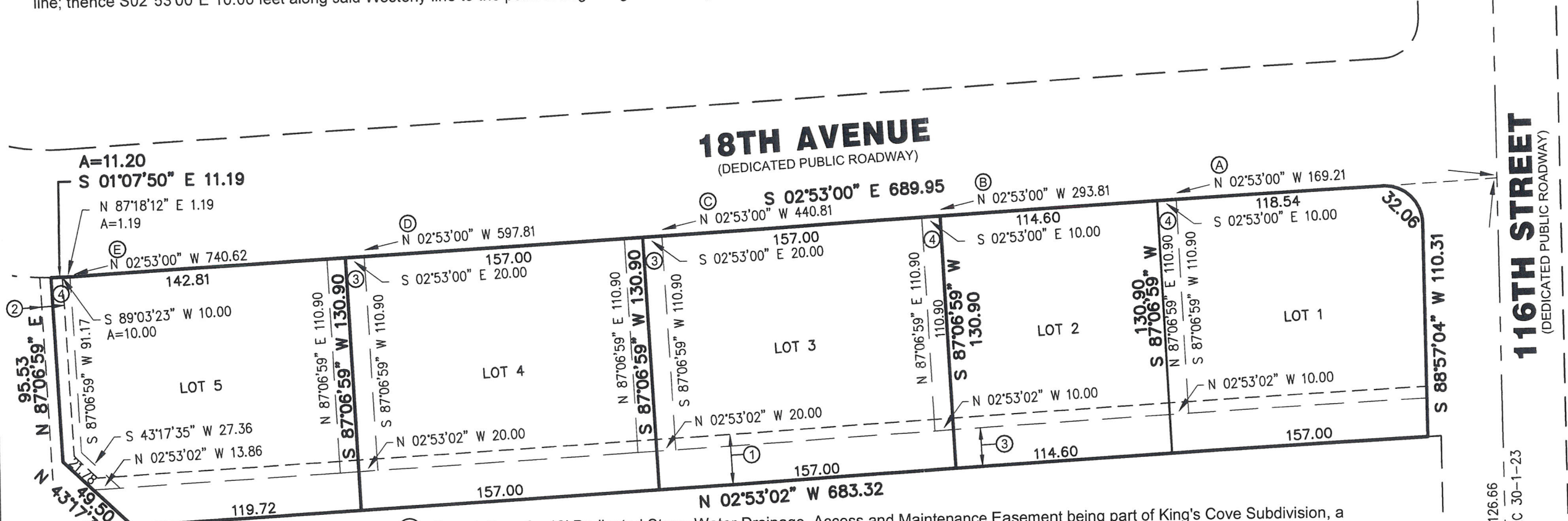
6/17/2014 Draft
Dev/Res/KingsCove/2012-2013PlatAmendment/KinsCoveLots345StormWaterEasement

(A) Description of a 10' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence S02°53'00"W 169.21 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 10.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 10.00 feet along said Westerly line to the point of beginning. Containing 1,109 sq.ft.

(B) Description of a 10' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 293.81 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 10.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 10.00 feet along said Westerly line to the point of beginning. Containing 1,109 sq.ft.

(C) Description of a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 440.81 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 20.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 20.00 feet along said Westerly line to the point of beginning. Containing 2,218 sq.ft.

(D) Description of a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 597.81 feet along the Westerly line of 18th Avenue to the point of beginning of this description; run thence S87°06'59"W 110.90 feet; thence N02°53'02"W 20.00 feet; thence N87°06'59"E 110.90 feet to said Westerly line; thence S02°53'00"E 20.00 feet along said Westerly line to the point of beginning. Containing 2,218 sq.ft.



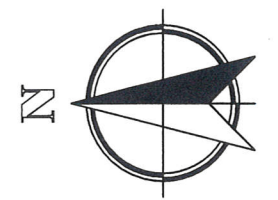
(E) Description of a 10' Dedicated Storm Water Drainage, Access and Maintenance Easement being part of King's Cove Subdivision, a recorded plat, in the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows: Commence at a point on the South line of said Southwest 1/4 located N88°57'04"E 1126.66 feet from the Southwest corner of said Section; thence N02°53'00"W 740.62 feet along the Westerly line of 18th Avenue to a point on a curve of Westerly convexity, whose radius is 183.00 feet and whose chord bears N87°18'12"E 1.19 feet; thence Northerly 1.19 feet along the arc of said curve and said Westerly line to the point of beginning of this description; run thence S87°06'59"W 91.17 feet; thence S43°17'35"W 27.36 feet; thence N02°53'02"W 13.86 feet; thence N43°17'35"E 21.78 feet; thence N87°06'59"E 95.53 feet to said Westerly line and a point on a curve of Westerly convexity, whose radius is 183.00 feet and whose chord bears S89°03'23"W 10.00 feet; thence Southerly 10.00 feet along the arc of said curve and said Westerly line to the point of beginning. Containing 1,179 sq.ft.

Easement Descriptions

- ① 26' DEDICATED UTILITY EASEMENT
- ② 12' DEDICATED UTILITY EASEMENT
- ③ 20' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT
- ④ 10' DEDICATED STORM WATER DRAINAGE, ACCESS & MAINTENANCE EASEMENT

Notes

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.



Scale: 1" = 50'
 Drawn By: ICB SCB
 DATE: 4-11-2014
 2011.0079.02

LOTS 1, 3, 4 and 5 of KING'S COVE SUBDIVISION
 Village of Pleasant Prairie, Wisconsin



Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors

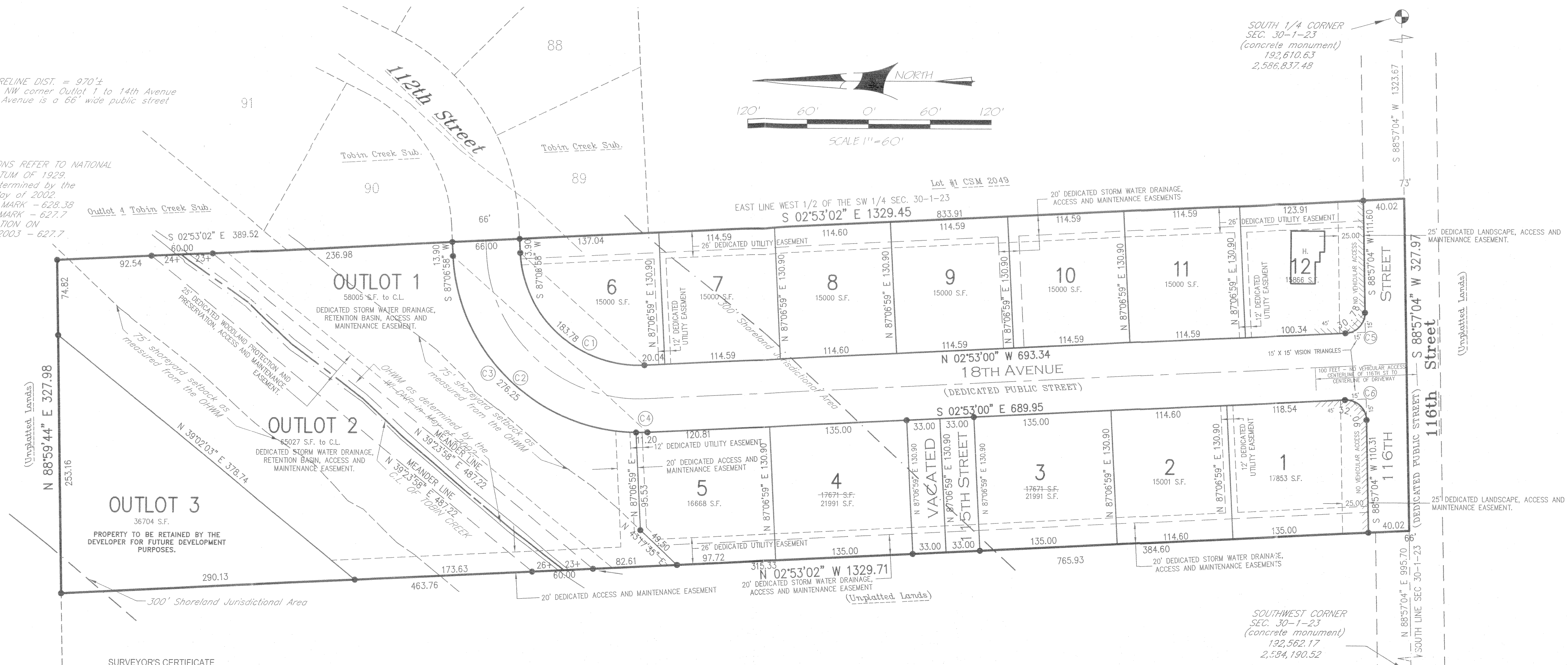
1458 Horizon Boulevard, Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

KING'S COVE SUBDIVISION

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

SHORELINE DIST. = 970'±
from NW corner Outlot 1 to 14th Avenue
14th Avenue is a 66' wide public street

ALL ELEVATIONS REFER TO NATIONAL
GEODETTIC DATUM OF 1929,
OHWM as determined by the
WI DNR in May of 2002.
HIGH WATER MARK - 628.38
LOW WATER MARK - 627.7
WATER ELEVATION ON
MARCH 27, 2003 - 627.7



SURVEYOR'S CERTIFICATE

I, JAMES E. ROBINSON, Registered Land Surveyor, do hereby certify:

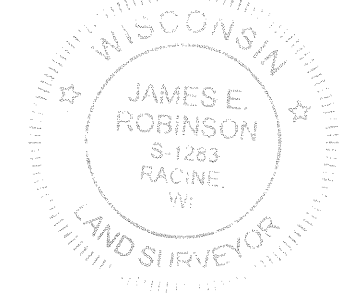
THAT I have surveyed, divided and mapped "KING'S COVE SUBDIVISION" located in the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, more particularly described as follows: That part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 23 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows: Begin at a point on the south line of said Section 30 located N88°57'04"E 995.70 feet East of the Southwest corner of said 1/4 section; run thence N02°53'02"W 1329.71 feet, parallel with the East line of said quarter quarter section; thence N88°59'44"E 327.98 feet along the North line of said quarter quarter section to the Northeast corner of said quarter quarter section and the West line of Tobin Creek Subdivision; thence S02°53'02"E 1329.45 feet along the East line of said quarter quarter section to the Southeast corner of said quarter quarter section; thence S88°57'04"W 327.97 feet along said south line to the point of beginning. Subject to the rights of the public in and to 116th Street (Tobin Road). THAT I have made such survey, land division and plat under the direction of King's Cove LLC, owners of said land;

THAT such plat is a correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made;

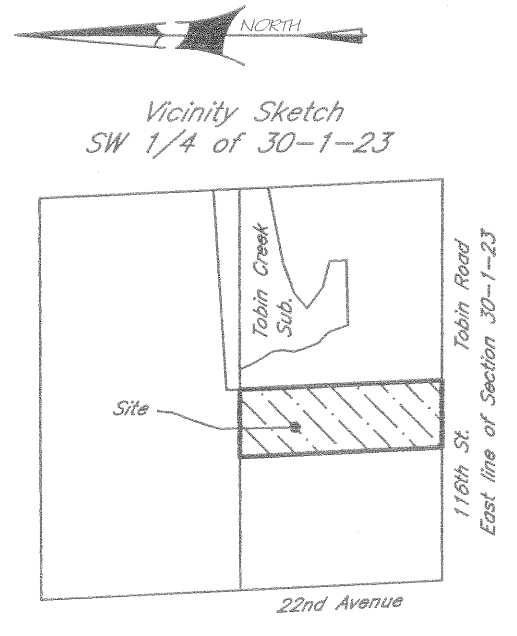
THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Development Control Ordinances of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

Date: 1-12-06

James E. Robinson
James E. Robinson, S-1283
Nielsen Madsen & Barber, S.C.
Racine, Wisconsin



Revised this 31st day of January, 2006.
Revised this 11th day of April, 2014.



CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD	TANGENT BEARING
C1	89°59'58"	117.00	183.78	116.96	S 42°06'59" W	165.44	S 87°06'58" W S 02°53'00" E
C2	89°59'58"	183.00	287.45	182.95	S 42°06'59" W	258.76	S 87°06'58" W S 02°53'00" E
C3	86°29'38"	183.00	276.26	172.13	S 43°52'09" W	250.76	
C4	03°30'20"	183.00	11.19	5.60	S 01°07'50" E	11.19	
C5	88°09'56"	20.00	30.78	19.37	S 46°57'58" E	27.83	S 02°53'00" E N 88°57'04" E
C6	91°50'04"	20.00	32.06	20.65	S 43°02'02" W	28.73	S 02°53'00" E S 88°57'04" W

NO LOTS SHALL HAVE DIRECT ACCESS TO 116th STREET AND THERE SHALL BE NO ACCESS ON 18th AVENUE AS MEASURED 100 FEET FROM THE CENTERLINE OF 116th STREET TO THE CENTERLINE OF THE PROPOSED DRIVEWAY. THE EXISTING DRIVEWAY FOR LOT 12 SHALL BE RELOCATED ONTO 18th AVENUE. THE CULVERT AND GRAVEL SHALL BE REMOVED FROM THE DRIVEWAY AND THE AREA REGRADED AND RESTORED.

OUTLOT 3

OUTLOT 3 SHALL NOT BE DEVELOPED OR IMPROVED IN ANY WAY, AND NO ZONING, BUILDING OR OCCUPANCY PERMIT SHALL BE ISSUED BY THE VILLAGE WITH RESPECT TO ANY SUCH LOT, UNTIL SUCH TIME AS PUBLIC SANITARY SEWER, WATER, STORM SEWER AND ROADWAY IMPROVEMENTS ARE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE THEN-CURRENT PROVISIONS OF THE VILLAGE OF PLEASANT PRAIRIE'S LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE, FREE OF CHARGE TO THE VILLAGE AND FREE OF ANY LIENS OR ENCUMBRANCES; AND/OR UNTIL SUCH TIME AS DEDICATIONS OF ROAD RIGHT-OF-WAY AND STORM WATER MANAGEMENT FACILITIES ARE MADE TO THE VILLAGE IN ACCORDANCE WITH THE THEN-CURRENT PROVISIONS OF SUCH ORDINANCE, FREE OF CHARGE TO THE VILLAGE AND FREE OF ANY LIENS OR ENCUMBRANCES; AND/OR UNTIL SUCH TIME AS ANY REQUIRED FEES ARE PAID TO THE VILLAGE TREASURER IN ACCORDANCE WITH THE THEN-CURRENT PROVISIONS OF SUCH ORDINANCE. THIS RESTRICTION SHALL RUN WITH THE LAND, SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE OF PLEASANT PRAIRIE, AND SHALL BE REMOVED OR MODIFIED ONLY UPON THE EXPRESS APPROVAL OF THE VILLAGE BOARD AND THE RECORDING OF AN AFFIDAVIT EVIDENCING SUCH APPROVAL, SIGNED BY THE VILLAGE PRESIDENT AND ATTESTED BY THE VILLAGE CLERK.

LEGEND AND NOTES

- BEARING BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927. THE SOUTH LINE OF SECTION 30-1-23 IS ASSUMED TO BEAR N 88°57'04" E.
- ALL DISTANCES MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
- ALL ANGLES TURNED TO THE NEAREST SECOND AND COMPUTED TO THE NEAREST HALF SECOND.
- DENOTES A 2.375" O.D. IRON PIPE STAKE SET, 18" IN LENGTH, WEIGHT OF 3.65lbs./lin. ft.
- DENOTES A FOUND 1" O.D. IRON PIPE STAKE
- ⊙ DENOTES CONCRETE MONUMENT WITH BRASS CAP.
- ////// DENOTES NO VEHICULAR ACCESS.

KING'S COVE SUBDIVISION
PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**KING'S COVE SUBDIVISION
DEDICATIONS AND EASEMENTS PROVISIONS**

1. The fee interest in the areas shown as Dedicated Public Streets on this Plat is hereby dedicated, given, granted and conveyed by the King's Cove LLC, (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (referred to as the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, including, without limitation, pavement, curbs and gutters, mailboxes, sidewalks, as required by the Village, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the area of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, alteration and maintenance of such public street improvements as noted above and pursuant to a Development Agreement between the Developer and the Village dated as of April 6, 2006 (subject to the rights of the Village to perform the same functions); (2) a nonexclusive easement hereby reserved by the Developer for the purposes of grading, topsoiling, seeding or sodding, the construction, installation, repair, alteration, replacement, planting and maintenance of grass, the maintenance and replanting of street trees, the clearance, maintenance, repair and replacement of sidewalks on this Plat which are adjacent to each such Dedicated Public Street for the planting and the construction, installation, repair, alteration, replacement, planting and maintenance of grass, the maintenance and replanting of street trees, the clearance, maintenance, repair and replacement of sidewalks on this Plat which are adjacent to each such Dedicated Public Street for the planting and the improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same functions); and (4) a nonexclusive easement hereby reserved by the public nonexclusive easement hereby reserved by the Developer for the King's Cove Homeowners Association, Inc. (hereinafter referred to as the "Homeowners Association") for the planting, installing, maintaining and replacing locations in accordance with Village-approved plans, and all related ingress and egress (subject to the rights of the Village to perform the same functions); and (5) a nonexclusive easement hereby reserved by the Developer for the planting, installing, maintaining and replacing of lighting and signage elements in such outlet for the Owners of lots or outlots for the clearance, maintenance, repair and replacement of any sidewalks as required by the Village, within the non-roadway areas of the Dedicated Public Streets shown on this Plat, in accordance with Village-approved plans and specifications, and all related ingress and egress (subject to the rights of the Village to perform the same functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Homeowners Association, or of the Owner(s) of any lot or outlot, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the grading, construction, installation, repair, alteration, replacement, planting and maintenance of the public and private street improvements, including, without limitation, pavement, curbs and gutters, street signs, street trees, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, sidewalks, Agreement which is on file with the Village Clerk, and until such ownership and maintenance responsibilities are transferred to the Village or the Homeowners Association and its lot and outlot Owners.

2. Perpetual easements coextensive with the areas shown as Dedicated Utility Easement areas on this Plat are hereby dedicated, given, granted and conveyed by the Developer ("the Grantor") to the Wisconsin Electric Power Company d/b/a WE Energies, SBC and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots and outlots, (or portions thereof) shown on this Plat and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related apparatuses, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communications Grantee. The Utility and Communications Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a separate agreement is entered into between the Grantor and Grantee to transfer Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements that such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private utility or communications company does not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility or communications company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed superior.

3. Perpetual nonexclusive easements coextensive with the areas shown as a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement this plat on **Lots 1 through 12** and the vacated **115th Street** are hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owner(s) of the lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such other uses of the easement pursuant to Paragraph 1 of the Restrictive Covenants on this Plat. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of any lot Owner(s) or entities with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements as referenced in this paragraph and contained within these nonexclusive easements until such time as the lot is transferred in ownership and such easement maintenance responsibility is transferred to the new lot Owner(s).

4. Temporary nonexclusive easements coextensive with the areas shown as a Dedicated Public Street—18th Avenue and 116th Street—on this Plat is hereby dedicated, given, granted and conveyed by the Village to the Developer for street pavement and curb and gutter improvements, sidewalks, as required by the Village, sanitary sewer, water, storm sewer and drainage system improvements, street trees, street lighting and uses and purposes, and for all related ingress and egress, easements and responsibilities granted herein and for such use, planting, care and maintenance of the terrace easement area by the lot or outlot Owner(s) shown on this Plat or other future street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

5. Removed via Correction Instrument.

6. Perpetual nonexclusive easements coextensive with each area shown on this Plat on **Lots 1 and 12** along **116th Street** as a 25' Dedicated Landscape, Berm, Signage, Access and Maintenance Easement are hereby dedicated, given, granted and conveyed by the Developer to the Village for the purposes of grading/regarding the berms; installation of erosion control measures; installation and planting of trees, shrubs and other landscape elements; installation, maintenance, removal and replacement of signage; installation and replacement of lighting; and all related ingress and egress. Notwithstanding the granting of such easements, the Village shall have no obligation to exercise its rights under these easements.

7. The fee interest in the areas shown as Outlots 1 and 2 on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association, its successors and assigns, and its successors-in-title, collectively the lot Owner(s), for storm water management purposes, retention/detention basin purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the area of Outlots 1 and 2 hereby retained by the Developer for the rough and final grading, topsoiling, seeding, the construction, installation, repair, alteration, replacement and maintenance of storm water management, retention basin grading and construction, drainage, and ingress and egress to the outlot pursuant to the Development Agreement between the Developer and the Village, which is on file with the Village Clerk and (2) a perpetual easement hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water drainage and management purposes, retention/detention basin purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. Notwithstanding the granting of such easements, the Village shall have no obligation to exercise its rights under these easements. The Developer shall be responsible for all costs associated with the rough and final grading, topsoiling, and seeding, installation and maintenance of erosion control; construction, installation, repair, alteration, replacement and the Outlots have been topographically field verified by the Developer, and inspected, verified, dedicated and accepted by the Village in accordance with the terms and conditions of the executed Development Agreement which is on file with the Village Clerk.

8. The fee interest in the areas shown as Outlot 3 on this Plat is hereby retained by the Developer for the purposes of rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water drainage, installation and maintenance of signage; planting and installation of landscape materials, ingress and egress and future residential development pursuant to the Development Agreement entered into between the Developer and the Village, which is on file with the Village Clerk (subject to the rights of the Village to perform the same functions).

9. The Developer hereby dedicates, gives, grants, and conveys to the **King's Cove Homeowners Association** the following easements:

a. Perpetual nonexclusive easements coextensive with the areas shown as 20' Dedicated Storm Water, Drainage, Access and Maintenance Easements on this Plat on **Lots 1 through 12** and vacated **115th Street**, are hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and maintenance responsibilities of the easement areas which shall be required by the Owner(s) of the respective lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such other uses of the easement to may be approved by the Village. In the event of any conflict between the rights of the Homeowners' Association, the rights of the Village pursuant to these easements and the rights of any lot Owner(s) or entities with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

b. Perpetual nonexclusive easements coextensive with area shown as the 35' Dedicated Landscape, Access and Maintenance Easements shown on this Plat on **Lots 1 and 12** are hereby dedicated given, granted and conveyed by the Developer to the Homeowners Association for the purposes of grading/regarding the berms; installation of erosion control measures; installation and planting of trees, shrubs and other landscape elements; installation, maintenance, removal and replacement of signage; installation and replacement of lighting; and all related ingress and egress in accordance with Village approved Landscaping Plans on file with the Village Clerk. In the event of any conflict between the rights of the Homeowners Association pursuant to these easements and the rights of the Village, the rights of the Village shall be deemed to be superior.

c. Non-exclusive easements coextensive within each area shown as a 25' Dedicated Woodland Protection and Preservation, Access and Maintenance Easement on the Plat within Outlot 1 are hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association for woodland conservancy protection, preservation and maintenance purposes and uses and for related ingress and egress.

**KING'S COVE SUBDIVISION
RESTRICTIVE COVENANTS**

1. O.A. Construction, Inc. (referred to as the "Developer") hereby covenants that the Owners of **Lots 1 through 12** shown on this Plat shall have the obligation of maintaining the storm water drainage, access and maintenance and easement areas located on their respective lots within the Plat in a functional, neat and nuisance free condition to handle stormwater and drainage in the Subdivision. Such maintenance shall include, without limitation and as needed, grading, topsoiling, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, retaining walls or structures shall be erected within the drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and is subject to any such conditions as may be imposed by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the lots, in their capacity as owners of any such lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the lot Owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the owners of the **Lots 1 through 12**, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Homeowners Association and the Owner(s) of **Outlot 1 and 2** shown on this Plat shall have the obligation of maintaining the storm water drainage, retention/detention basin, maintenance and access easement areas in **Outlot 1 and 2** in a functional, neat and nuisance free condition to handle stormwater and drainage in the Subdivision. Such maintenance shall include, without limitation and as needed, grading, topsoiling, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and is subject to any such conditions as may be imposed by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the outlot, in their capacity as owners of such outlots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the outlot owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage related maintenance activities, the owners of **Outlot 1 and 2** shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Plat with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

3. The Developer hereby covenants that the Owners of **Lots 1 through 12** shown on this Plat shall have the obligation of maintaining the Dedicated Woodland Protection and Preservation, Access and Maintenance Easement Areas. No trees larger than eight (8) inches shall be cut or removed within the easement areas unless the trees or plant materials are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance adjacent to the trees shall be permitted in such area, without the prior approval of the Village and subject to any conditions as may be imposed by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property, in their capacity as owners of the property, and shall benefit and be enforceable by the Homeowners Association and the Village.

4. The Developer hereby covenants that the Homeowners Association pursuant to Outlot 1 and 2 and the individual lot Owner(s) of Lots 1 through 12 shall have the obligation of maintaining the street trees and grassy areas planted in the Dedicated Public Streets (right-of-way) adjacent to their lots and referred to in Paragraph 1 of the Dedications and Easements Provisions on this Plat. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, cutting, re-staking, placing mulch around the trees and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be constructed or installed which damages the trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as may be imposed by the Village. Any street trees, which die or is damaged by vandalism or other calamity, shall be removed and replaced by the adjacent lot Owner within 60 days of its removal, weather permitting. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities following the one-year warranty period and upon the transfer of said adjacent lot or outlots to the new owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such street tree or street yard maintenance activities, the lot Owners with respect to the individual lots and/or the Homeowner's Association with respect to Outlot 1, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat with respect to the street trees or street yard maintenance, the Village shall have no obligation to do anything pursuant to its rights.

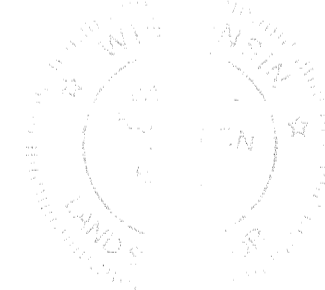
5. The Developer hereby covenants that Outlot 3 shall not be developed or improved in any way, and no zoning, building, or occupancy permit shall be issued by the Village with respect to such lot(s), until such time as public sanitary sewer, water, storm sewer and roadway improvements are constructed and installed in accordance with the then-current provisions of the Village of Pleasant Prairie's Land Division and Development Control Ordinance, free of charge to the Village and free of any liens or encumbrances; and/or until such time as dedications or road right-of-way and storm water management facilities are made to the Village in accordance with the then-current provisions of such Ordinance. This restriction shall run with the land, shall benefit and be enforceable by the Village, and shall be removed or modified only upon the express approval of the Village Board and the recording of an affidavit evidencing such approval, signed by the Village Present and attested by the Village Clerk.

6. The Developer further covenants that the Owners of Outlot 3 shall have the obligation of maintaining the street trees and grassy areas planted and storm water drainage within the Outlot 3. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, mowing, cutting, and weeding to prevent nuisance conditions. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said maintenance responsibilities for Outlot 3 to the new Outlot 3 Owners who then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any maintenance activities, the Outlot Owners, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat, the Village shall have no obligation to do anything pursuant to its rights.

7. Removed via Correction Instrument.

8. Removed via Correction Instrument.



1-12-06
Revised this 31st day of January, 2006.
Revised this 11th day of April, 2014.

NMB 2011.0079.02
SHEET 2 OF 3 SHEETS

KING'S COVE SUBDIVISION

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 23 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CORPORATE OWNERS' CERTIFICATE OF DEDICATION

King's Cove LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said corporation caused the land described on the this plat to be surveyed, divided, mapped and dedicated as represented on this plat. King's Cove LLC, does further certify that this plat is required to be submitted to the following for approval or objection: Village of Pleasant Prairie and Wisconsin Department of Administration.

IN WITNESS WHEREOF the said KING'S COVE LLC, has caused these presents to be signed by Quinton P. and Lisa M. Ackerman at Kenosha, Wisconsin, and its seal affixed hereunto this _____ day of _____, 2006. In the presence of:

King's Cove LLC.

Witness _____ Quinton P. Ackerman, Member
 _____ Lisa M. Ackerman, Member

STATE OF WISCONSIN)
 COUNTY OF KENOSHA) ss

Personally came before me this _____ day of _____, 2006, Quinton P. Ackerman and Lisa M. Ackerman, Members of the above-named corporation to me known to be the person who executed the foregoing and acknowledged the same.

My commission expires/is permanent: _____

SEAL

Notary Public, _____, Wisconsin
 Printed Name: _____

CONSENT OF CORPORATE MORTGAGEE

Bank of Kenosha, 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 on this plat, and does hereby consent to the above certificate of King's Cove LLC, owner. IN WITNESS WHEREOF, the said Bank of Kenosha has caused these presents to be signed by _____, its _____, and _____, its _____ at Kenosha, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 2006, in the presence of:

Bank of Kenosha

STATE OF WISCONSIN)
 COUNTY OF _____)

Personally came before me this _____ day of _____, 2006, _____ and _____ of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing as such officers as the deed of said corporation, by its authority.

My commission expires/is permanent: _____

SEAL

Notary Public, _____, WI
 Printed Name: _____

VILLAGE BOARD CERTIFICATE

We hereby certify that the final plat of KING'S COVE SUBDIVISION in the Village of Pleasant Prairie submitted for approval by King's Cove LLC, developer of said lands, was approved by the Village Board of the Village of Pleasant Prairie on _____ by Resolution No. _____ and that any and all conditions of such approval have been satisfied.

By: _____
 John P. Steinbrink, Village President

Attested By: _____
 Jane M. Romanowski, CMC, Village Clerk

STATE OF WISCONSIN)
) ss
 COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2006, John P. Steinbrink, Village President, and Jane M. Romanowski, CMC, Village Clerk, and acknowledged that they executed the foregoing instrument as President and Clerk of the Village of Pleasant Prairie and by its authority.

Signed: _____

Notary Public, State of Wisconsin
 My commission expires/is permanent: _____

COUNTY TREASURER'S CERTIFICATE

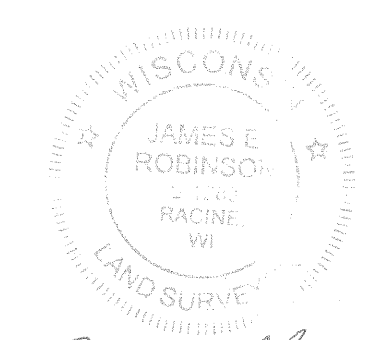
I, Teri Jacobson, being the duly elected, qualified and acting Treasurer of Kenosha County, do hereby certify that the records of my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of King's Cove Subdivision.

By: _____
 Teri M. Jacobson, County Treasurer

VILLAGE TREASURER'S CERTIFICATE

I, Kathleen M. Goessi, being the duly qualified and acting Treasurer of Pleasant Prairie, do hereby certify that the records of my office show no unpaid taxes or special assessments as of _____ affecting the lands included in this plat of King's Cove Subdivision.

By: _____
 Kathleen M. Goessi, Village Treasurer



James E. Robinson
 Notary Public
 1-12-06

Revised this 31st day of January, 2006.

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

Certified _____, 20____

Department of Administration

First Amendment to the Declaration of Restrictions, Covenants and Easements

for

KING'S COVE SUBDIVISION

THIS AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS ("Declaration"), is made by KING'S COVE II, LLC.; a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the Developer is the owner of the real property located in Pleasant Prairie (the Village), County of Kenosha, State of Wisconsin, known as KING'S COVE SUBDIVISION; and

WHEREAS, the Developer desires to subject KING'S COVE SUBDIVISION, described on the attached Exhibit A and as shown on the Final Plat, which is made a part hereof and described in Article II of the Declaration (the "Property"), being part of the development, to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in the declaration, all of which is and are for the benefit of the Property, the Developer, the Village and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof, and

WHEREAS, it is the Developer's intention to initially develop the Property into Twelve (12) single family lots.

DECLARATION

NOW THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants and Easements hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "Developer" shall mean King's Cove II, LLC, a Wisconsin limited liability company. The "Developer" may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

- 1.2 "Association" shall mean and refer to King's Cove II, LLC. Homeowners Association, Inc., a Wisconsin Non-Stock Corporation organized under Chapter 181 of the Wisconsin Statutes.
- 1.3 "Property" shall mean and refer to all existing properties as are subject to this Declaration.
- 1.4 "Common Areas" shall mean all property and real property interests located within KING'S COVE SUBDIVISION and designated as Stormwater Retention Areas and other areas as shown on the Final Plat designated as follows:
- Outlots 1 & 2
 - Dedicated Landscaping, Access and Maintenance Easement Areas
 - Dedicated Stormwater Drainage, Access and Maintenance Easement Areas
- Such interest shall also include all personal property, easements, fixtures, structures and improvements as the same are located on or in said areas.
- 1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or any certified survey map of the Property with the exception of the Common Areas.
- 1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except any Lot that is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.
- 1.7 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 1.
- 1.8 "Village" shall mean Pleasant Prairie, Wisconsin.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto and including Outlots 1 and 2 as shown on the Final Plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Kenosha County, Wisconsin. The term "Existing Property" as used in this Declaration shall refer to all property that is subject to the provisions hereof.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

- 3.1 General Purposes. The Property is subjected to this Declaration to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for high type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

All of the terms and conditions set forth on the Final Plat of King's Cove Subdivision are incorporated herein by reference as well as the impositions on the lot owners and / or the Association.

- 3.2 Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the stormwater, drainage, and retention areas, and their related landscaping. Nothing contained herein shall constitute a waiver by the Developer to subsequently assess the costs of all, or a portion thereof, of the above-mentioned construction, installation and landscaping to the Association pursuant to a separate agreement.
- 3.3 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the Village Zoning Ordinance. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet (plus attic) in height, and a private attached garage for not less than two (2) cars and not less than four hundred forty (440) square feet. Notwithstanding anything contained herein to the contrary, the Developer and any subsequent purchaser of a Lot may use such Lot for purposes of building model homes open to the public for inspection and / or sale subject to the requirements set forth herein.

3.4 Architectural Control. No building, fence, wall, swimming pool, driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in Section 3.11 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in the event of disapproval, if no suit to enjoin the addition, alteration, or change or require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications, easements and restrictive covenants running with the land as described on the Final Plat or the obligations imposed by this Declaration on Owners or the requirements of the Village ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.5 Landscape Architectural Control – Street Trees. A Landscape Plan showing the proposed development of the entire Lot shall be submitted to the Architectural Control Committee within two (2) months after the commencement of construction. Adequate surface drainage shall be installed and evidence of substantial progress in carrying out the approved landscape plans shall be shown to the Architectural Control Committee within twelve (12) months after the landscape plan has been approved by the Architectural Control Committee. The initial installation and warranty for the parkway public street trees is the responsibility of the Developer, and are to be installed in accordance with the approved subdivision Landscape Development Plan, following the Village occupancy of the street trees and the expiration of the Warranty, it is the adjacent lot owners responsibility to maintain and replace any street trees as determined necessary by the Village.

3.6 Driveway Aprons, Driveways, Service Walks and Sidewalks. A two car garage, with a minimum square footage of four hundred forty (440) square feet, shall be constructed on the building site and shall be directly attached to the residential structure or attached by a breezeway. Construction of any apron for the purpose of storing any vehicle must be submitted to the Architectural Control Committee for approval.

To minimize dust and to enhance the appearance of the subdivision, the driveway or driveways shall, within six (6) months after the issuance of a Certificate of Occupancy or written verbal occupancy granted by the Village whichever occurs first for the building site, be surfaced with concrete, blacktop (asphalt) , or brick. The driveway approach shall be a six (6) inch thick slab of poured-in-place concrete constructed in accordance with Village Ordinances together with a paved apron and approach. The driveway shall have a minimum width of eighteen (18) feet. The driveway apron and approach shall be installed prior to occupancy. In the event the driveway apron and approach are not installed prior to the issuance of a Certificate of Occupancy, the Owner shall provide the Village with an assurance in an amount determined by the Village Superintendent of Streets.

Pursuant to Village of Pleasant Prairie, Wisconsin ordinances, the owner may be required to construct and install, at owner's own cost and expense, sidewalks in and adjacent to the lot in accordance with the street layout plan in the Final Plat of subdivision. As of October 1, 2005 the Village has no such requirement.

3.7 Hedges.

- a) No hedges or fences over six (6) feet in height shall be permitted on any Lot except the rear lot line.

- b) Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a lattice fence of sufficient height to conceal the same, but no higher than five (5) feet, by shrubbery of sufficient density to accomplish the same purpose, or other appropriate fencing. The Village has restrictions as to the amount of outside firewood storage that is permitted.
- c) No fence shall be permitted to extend nearer to any street than the front foundation line of the principal structure. Plans for all installation of fences must be submitted to the Architectural Control Committee and approved by the Village.

3.8 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.9 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

- a) Not less than 1,800 square feet for a one-story dwelling;
- b) Not less than 2,300 square feet for a two-story dwelling with a minimum first floor area of 1,250 square feet;
- c) With respect to all other types of dwelling, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

3.10 Grading, Building, Location and Lot Area.

- a) Any grading of a Lot must conform to the last approved Grading and Drainage Plans ("Grading Plans") on file with the Village.
- b) All Lots shall have setbacks from the street lot line and from the interior lot lines of distances determined by the ACC, but in no event, less than that set forth on the Final Plat and provided by applicable Village ordinances.
- c) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade at all corners together with all easements as shown on the Final Plat. The ACC

reserves the right to make modifications as to the first floor grade of the building. The landscaping and drainage of the Lot shall conform to the Grading Plans.

- d) Each Owner shall be responsible for insuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to drainage pattern on other lands within the Property or KING'S COVE SUBDIVISION shall be caused by an Owner which varies from the Grading Plans as these are amended by the Developer from time to time, subject to Village approval and recordation. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit and intent of said Grading Plans, shall be reviewed and may if, for good and sufficient reasons, be approved by the ACC and the Village; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.
- e) Upon the approval of the building grades by the ACC, the applicant shall file the approved grades with the Village for its review and approval prior to commencing any grading
- f) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location outside of the Property.
- g) All sump pump discharge piping shall be connected to the storm sewer laterals (or as shown on the approved Site Grading Plans).

3.11 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from the date of commencement of construction. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of a Certificate of Occupancy permit or the verbal occupancy granted by the Village.

3.12 Easements/Dedications/Obligations.

- a) Easements-General. Certain Easements affecting the Property are recorded on the Final Plat for KING'S COVE SUBDIVISION in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the

Developer or its successors and assigned to the Village, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for sewers, stormwater swales, channel and drains; gas mains, water pipes and mains, and similar services for performing any public or quasi-public function or for any other purpose that the Developer or its successors or its assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the Final Plat. The Owner of any Lot on which such easement area(s) are located may use such area(s), together with the area between the roadway and their lot, for grass, planting, driveways and other such uses as are described on the Final Plat and shall otherwise care for and maintain areas provided such uses shall not interfere with the improvements, their uses and purposes, and purposes of the Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having interest in the respective easement area.

- b) Setbacks. The minimum front or street setback, side setback, rear setback and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a Final Plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or similar utilities. Within fifteen (15) days of written request therefore by the Developer, or after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easement(s) (and cause their lenders to agree to a non-disturbance of such easements) upon such terms as may reasonably be requested. No structure or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC, the Village and subject to any additional restrictions as set forth in the Final Plat.
- c) Swimming Pool Restrictions. No above ground swimming pools shall be allowed in the subdivision.

3.13 Dedications, Easements and Covenants for Stormwater Drainage and Retention Basin Areas.

- a) The fee interest in the area shown on the Kings Cove Final Plat as Outlots 1 & 2 have been dedicated, given, granted and conveyed by the Developer to the Association, collectively the Lot Owners. The Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the Final Plat. Notwithstanding such easements and dedications, the Village shall have no right with respect to the maintenance to the above-mentioned Outlots. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots as referenced on the Final Plat. No filling or other activities or condition detrimental to their function as stormwater drainage facilities shall occur or exist within such Outlots or on the surrounding lands without the written approval of the Developer and the Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the Final Plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the Village, the Developer and the Association. The Developer, its successors, assigns and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners upon acceptance by the Village and at such time as their responsibility is transferred to the Homeowner's Association. The Lot Owners and collectively the Association shall be forever bounded by the above-mentioned covenants and such similar covenants as are contained in the Final Plat.
- b) The Developer hereby covenants that Storm Water Drainage, Access and Maintenance Easements have been recorded on Lots 1 through 12 as shown on the Final Plat and Final Plat Amendment for Lots 3, 4 and 5 and that their respective Owners shall have the obligation of maintaining these storm water drainage, maintenance and access easement areas located on their respective lots within the Final Plat in a functional, neat and nuisance free condition to handle stormwater and drainage in the Subdivision. Such maintenance shall include, without limitation and as needed, grading, spreading of topsoil, seeding or sodding, maintaining erosion control methods to protect the drainage ways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, retaining walls or structures shall be erected within the drainage

easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and is subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the Lots, in their capacity as owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the Lot Owners who then shall perform such maintenance without compensation to the satisfaction of the Village. To the extent that the Village performs any such drainage maintenance activities, the Owners of the Lots 1-12, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easements Provisions on the Final Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these Dedications and Easements.

Lots 1, 2, 3, 4 & 5 are affected by a 20' Dedicated Stormwater Drainage, Access and Maintenance Easement along the westerly lot lines of said properties. These lots are immediately adjacent to the regulated floodplain of Tobin Creek and may periodically experience stormwater runoff (associated with a major storm event or a series of smaller storm events) backing up into said easement areas for a period of time.

Lots 3, 4 & 5 are affected by a 10' Dedicated Stormwater Drainage, Access and Maintenance Easements along the northerly and southerly lot lines of said properties. These lots are immediately adjacent to the regulated floodplain of Tobin Creek and may periodically experience stormwater runoff (associated with a major storm event or a series of smaller storm events) backing up into said easement areas for a period of time.

Lots 1 is affected by a 10' Dedicated Stormwater Drainage, Access and Maintenance Easement along the northerly lot line of said property. This lot is immediately adjacent to the regulated floodplain of Tobin Creek and may periodically experience stormwater runoff (associated with a major storm event or a series of smaller storm events) backing up into said easement areas for a period of time.

Lots 6, 7, 8, 9, 10, 11, and 12 are affected by a 20' Dedicated Stormwater Drainage, Access and Maintenance Easement along the easterly lot lines of said property.

3.13 Zoning Laws, Etc. In addition to the provisions contained within this Declaration and the Lot Owner and Association obligations and responsibilities shown on Sheet 2 of the Kings Cove recorded Final Plat, which are referred to as "Dedications and Easements Provisions" and "Restrictive Covenants", all Lots and improvements thereon shall be subject to the Village ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further subdivided or combined without the approval of the Village. The requirements under Village ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Village ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Village ordinances and the Village ordinance is stricter than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

3.14 Landscape Requirements and Obligations.

- a) All plans for dwellings shall include a landscape plan that shall be subject to approval of the ACC. Three (3) ACC signed copies of the lot landscape plan shall be submitted when approval is submitted to the Village. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling, as approved by the ACC, shall be completed within one (1) year from the date of issuance of a verbal or written occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, the Owner of the Lot, upon notification, shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of Section 6.4 of this Declaration and shall be subject to the penalties provided in Section 7.2. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways,

shall be altered or removed without prior written approval of the ACC.

- b) The Developer hereby covenants that the Homeowner's Association, collectively the Lot Owners, shall have the obligation of maintaining and replacing the berm, trees and plantings located within the Dedicated 25' Landscaping, Access and Maintenance Easement Areas shown on Lots 1 and 12 along 116th Street as shown on the Final Plat. Such maintenance shall include without limitation and as needed staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the easement areas, which might damage the trees or plantings or might interfere with the Village's rights to maintain the public street improvements. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lot, and shall benefit and be enforceable by the Homeowner's Association or the Village. The Developer shall be relieved of these maintenance obligations pertaining to the landscaping obligations and landscape planting and grassy area maintenance activities upon the Developer's construction of the berm and landscaping materials pursuant to the approved Landscape Plan, Village's inspection and acceptance of the trees and landscape plantings, the expiration of the one-year Developer warranty and the transfer of said improvements to the Homeowner's Association who then shall perform such tree maintenance and landscape maintenance to the satisfaction of the Village. The Homeowner's Association, collectively the Lot Owners, shall perform such landscape maintenance and street trees and planting replacement as may be needed without compensation to the satisfaction of the Village. To the extent that the Village performs any such landscaping related maintenance activities within the easement area, the Homeowner's Association or collectively the Lot Owners, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners or Homeowner's Association as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easements Provisions on the Final Plat, the Village shall have no obligation to do any maintenance activities.
- c) The Developer hereby covenants that the Lot Owners shall have the obligation of maintaining the street trees and the grassy street

terrace areas in the Dedicated Public Streets (right-of-way) adjacent to their lots as referenced on the Plat. Such maintenance shall include, without limitation, and as needed, watering, pruning, trimming, cutting, re-staking, placing mulch around the trees, weeding and raking leaves to prevent nuisance conditions and replacing dead or dying trees. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected over the tree roots or near the tree which might damage the trees or may interfere with the Village's rights to maintain the public street improvements. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lot, and shall benefit and be enforceable by the Homeowner's Association or the Village

- 3.15 Nuisances, Etc. No noxious or offensive activity shall be carried upon any Lot nor anything be done that may be or may become a nuisance to the neighborhood.
- a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view, except on garbage collection day. Outside incinerators are not permitted.
 - b) No vehicle, trucks (over 2 ton capacity), trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. Storage Sheds are permitted provided that they conform to the architectural character of the exterior of the house. Outside parking of boats or recreational type vehicles may only be parked on the premises on a separately installed pad in the side or rear yard only. No trucks, buses, or vehicles other than private passenger cars, station wagons, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot. Notwithstanding any other provision of this Section 3.15(b) recreational vehicles shall be allowed to be stored upon the premises, provided that a separate pad is provided in the side or rear yard only per Zoning Ordinance for the recreational vehicles and that no occupancy of the recreational vehicles occurs during storage.
 - c) No external antennae, including satellite dishes, except satellite dishes of not greater than 18" in diameter, television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without prior written approval of the ACC.

- 3.16 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other small household pets (such as canaries or parakeets) or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any purposes. Dog runs, outside dog houses and/or kennels, or other such outside animal shelters are prohibited.
- 3.17 Yard Lights and Mailboxes. At such time as a dwelling is constructed on a Lot, the Owner of such Lot shall, install and thereafter maintain, subject to Association Rules:
- a) One (1) mailbox which shall be installed at the street and in such location as is approved by the ACC. The ACC shall have the right to direct that the mailboxes be clustered in various locations in the Subdivision.
- 3.18 Garages; Parking and Concrete Driveway Approaches.
- a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than two (2) automobiles for each one (1) family dwelling built upon such Lot and shall be connected to the street by properly surfaced concrete, asphalt or brick driveway (such driveway shall be installed and completed within one (1) year from the date of issuance on any occupancy permit).
 - b) No mountable curb cuts shall be permitted when driveways are installed.
 - c) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the approval of the ACC.
- 3.19 Roofing Material and Construction.
- a) All dwelling proposed to be erected, altered, or modified shall specify on the construction plans roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.
 - b) All dwellings shall have roof pitches of 7:12 or as approved by the ACC.

3.20 Exterior Building Materials and Dwelling Quality.

- a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: fifteen percent (15%) brick or stone, wood vinyl, or insulated aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC.
- b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.
- c) The proposed color schemes for a dwelling to be erected, altered, modified, or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.
- d) All color schemes, including the color of siding, roof, brick, or stone samples must be submitted for approval before installation on the dwelling.
- e) Hung bays shall not be permitted on first floor at any dwelling, except for 12" maximum projected boxed, bow, or bay windows.
- g) One and two story residential housing units authorized to be constructed within the Village shall conform with the exterior building variation guideline established by the Code of General Ordinances, 2002 – Kenosha County, Wisconsin; Chapter IX Section 9.026

3.21 Signs. No sign of any kind shall be displayed to the public view on any Lot except a sign of not more than nine (9) square feet to advertise the property for sale. No sign advertising any business, trade or service shall be permitted. Notwithstanding anything to the contrary herein, the Developer/Lot Owners may erect for sale signs on any Lot it may own or signs typically used to market lots it owns or Outlots 1, 2 or 3.

During the initial sales of lots the Developer shall have sole discretion in the size and location of Developer's signs, advertising lots and/or homes for sale in the subdivision. However, this independent right shall expire January 1, 2017.

- 3.22 Storage Tanks. No exposed tank for the storage of fuel or natural gas or any other purpose may be maintained on any of the Lots above the surface of the ground.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- 4.1 Membership. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. So long as the Developer, or its successors and assigns shall own one (1) or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by the Developer or its successors and assigns. When the Developer, or its successors and assigns, no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot to be sold by the Developer, whichever occurs last, the Developer shall promptly select three (3) Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors, thereafter consisting of three (3) members, shall be elected by the Members at each annual meeting of Members. Members of such elected Board of Directors shall serve for one (1) year or until their successors have been duly elected. The members of the Board of Directors shall not be entitled to any compensation for their services as members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

- 5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association that shall be appurtenant to and shall pass with the title to every Lot.
- 5.2 Title to Outlots. Title to Outlots 1 & 2 as mentioned above in Section 3.2 shall be conveyed to the Association by quit claim deed from the

Developer. Members shall have the rights and obligation imposed by this declaration with respect to such Common Areas.

- 5.3 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:
- a) The right of the Association, but subject to the prior written approval of the Village to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and
 - b) The right of the Association, but subject to prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.
- 5.4 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association or the Village to repair said damaged areas; the Association or the Village shall repair said damaged areas in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Village approval. The amount necessary for such repairs, together with ten (10%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.
- 5.5 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, reviewing, or reconstructing any utilities, facilities, retention areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or KING'S COVE SUBDIVISION as a whole, in addition to benefiting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the Village, the Village following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance enter upon any Lot in order to repair, renew, reconstruct or maintain such

facilities or utilities and any assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners.

- 5.6 Disclaimer. The Developer shall convey the above-mentioned Outlot to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold harmless against any and all claims relating to the Common Areas.

ARTICLE VI COVENANTS FOR ASSESSMENTS

- 6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repair to Common Areas; and (4) special assessments as provided in Sections 5.4 and 7.3. All such assessments, together with interest thereon and costs of collection or enforcement thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall be liable to the Association for the above-mentioned assessments to the extent of one-quarter (25%) of the total assessment due, provided for in this Article VI of the Declaration, for every Lot owned by the Developer in KING'S COVE SUBDIVISION. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same or prorated amount in the year of closing to the Association. In the event the assessments collected under this Article VI are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the Developer continues to own Lots on which it pays only twenty-five percent (25%) of the assessments as set forth under this Article VI, the Developer shall be responsible for up to one hundred percent (100%) of the assessments on such Lots to the extent necessary to cover the deficiency. Any further

deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

The initial costs of establishing the Homeowners Association in the sum of \$1,200.00 shall be paid by each lot owner at closing \$100.00 each.

6.2 Annual General Assessment.

- a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the Final Plat including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.
- b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally. The rate of assessment shall not be limited by the amounts set forth in Wisconsin Statutes, 779.70.
- c) Method of Assessments. The assessment for each Lot shall be levied at the same time once each year. The Board shall declare the assessment so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.
- d) Date of Commencement of Annual General Assessment. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

- 6.3 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs, or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances (not otherwise owned by the Village) located within any water drainage easement area.
- 6.4 Special Assessment for Exterior Maintenance to Lots.
- a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in a reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, down spouts, exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall have all necessary rights of ingress and egress to and from such Lot, building, or improvement with full right to do whatever may be necessary to perform any such maintenance, repair or replacement.
- b) Assessment of Cost. The cost of such exterior maintenance, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.
- 6.5 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

- 6.6 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempt from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessment, charges, or liens.
- 6.7 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.
- 6.8 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.
- 6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Courts for Kenosha County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the

assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin Statutes 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance in said statute on any successor statute.

- 6.10 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the Final Plat. Any proposed elimination or material reduction in the assessment or charges against the Owners shall meet with the approval of the Village.

ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

- 7.1 Right to Enforce. This Declaration and the covenants contained herein and on the Final Plat are enforceable by the Developer and/or the Association and/or the Village or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.
- 7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the Final Plat shall be enforceable by the Developer and its assigns, and, or the Association, and/or the Village (but the Village shall have no obligation to enforce the same and may do so in its discretion) in any manner provided by law or equity, including but not limited to one or more of the following:
- a) Injunctive relief;
 - b) Action for specific performance;
 - c) Action for money damages as set forth in this Declaration; and
 - d) Performance of these covenants by the Developer, and/or the Association, and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Village describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association or the Village for the actual costs (plus fifteen percent [15%] for overhead) related to or in connection with performing these covenants.

- 7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
- 7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the Association, and/or the Village to enforce these covenants in the event of a subsequent default.
- 7.5 Right to Enter. The Developer, the Association, and/or the Village shall have the right to enter upon any building site or other Lot within the premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants and if the Developer, the Association, and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.
- 7.6 Village Authority. In the event the obligations contained herein and as contained in the Final Plat are not being performed to the satisfaction of the Village, the Village shall have the right, but not the obligation, to perform such function and may assess any charges incurred in the performance of such covenants against the Association and/or the Owners. Any amounts expended by the Village in enforcing these obligations, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall be paid by the Owner. In the event such amounts are not paid, the charges may be levied as a special assessment by the Village in accordance with Wisconsin Statutes.
- 7.7 Dedication/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the Final Plat.
- 7.8 Conflict and Failure to Mention. In the event of a conflict between the provisions of this Declaration and the Village ordinances, and the Village ordinance is stricter than the provisions contained herein, the Village ordinances shall control. Failure to mention a requirement, with respect to any Lot and single-family home to be built thereon, or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village

requirement and/or approval. Each and every Owner shall be solely responsible to insure that the Village ordinance is adhered to and shall be subject to the appropriate Village approval process for construction of a single-family home on a lot.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the property and be binding upon all persons claiming under the Developer and shall be for the benefit of and by the Association for a period of fifty (50) years from the date of this Declaration is recorded and shall be automatically extended for successive periods of fifty (50) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this declaration may be amended, subject to the Village's written approval, at anytime by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the Village is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.
- 8.2 Notices. Any notices required to be sent to any Member or Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.
- 8.3 Enforcement. To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation

from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars(\$100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who causes the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of twelve percent (12%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 8.4 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provisions will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

ARTICLE IX DEVELOPMENT OF OUTLOT 3

- 9.1 Development of Outlot 3. Outlot 3 shall not be developed or improved in any way, and no zoning, building or occupancy permit shall be issued by the Village with respect to any such lot(s), until such time as public sanitary sewer, water, storm sewer and roadway improvements are constructed and installed in accordance with the then-current provisions of the Village of Pleasant Prairie's Land Division and Development Control Ordinance, free of charge to the Village and free of any liens or encumbrances; and/or until such time as dedications of road right-of-way and storm water management facilities are made to the Village in accordance with the then-current provisions of such Ordinance, free of charge to the Village and free of any liens or encumbrances; and/or until such time as any required fees are paid to the Village Treasurer in accordance with then-current provisions of such Ordinance. This restriction shall run with the land, shall benefit and be enforceable by the Village, and shall be removed or modified only upon the express approval of the Village Board and the recording of an affidavit evidencing such approval, signed by the Village President and attested by the Village Clerk. Ownership of Outlot 3 will remain with Developer, Developer's successors and assigns.

ARTICLE X
ACCESS RESTRICTIONS

10.1 No Lot shall have direct access to 116th Street as measured 100 feet from the centerline of 116th Street to the center line of the proposed driveway.

ARTICLE XI
FINISHED YARD GRADES

11.1 The finished yard grades for Lots 1 through 5 as shown on the Revised Master Grading Plan (dated April 11, 2014) have been established to ensure a minimum of two (2) feet of vertical rise between the anticipated 100-yr. Base Flood Elevation (BFE) of Tobin Creek and the finished yard grade adjacent to the structure. Due to the requirement of the aforementioned two (2) foot buffer, these lots shall have further restrictions placed on the grading around the structure and the structure itself as follows:

- a) Walk-out basement and basements with garden window exposures shall be prohibited on Lots 3, 4 and 5.
- b) Emergency egress stairways for habitable portions of the lower level (basements) for Lots 3, 4 and 5 are prohibited.
- c) Basement windows and other similar openings in the foundations below the finished yard grades are prohibited on Lots 3, 4 and 5 as shown on the Master Grading Plan.

ARTICLE XII
LOT 12

12.1 The structure on Lot 12 shall not be subject to the terms and conditions of these restrictive covenants. However, if the structure is destroyed by more than 50% or improved by more than 50% then the reconstruction or replacement of the structure shall be governed by the terms and conditions of these restrictive covenants.

IN WITNESS WHEREOF, this instrument has been duly executed this ____ day of _____, 2014

Owner

By: _____
Print Name: _____

By: _____
Print Name: _____

EXHIBIT A

Final Plat
See attached