

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39<sup>th</sup> Avenue**  
**Pleasant Prairie, WI**  
**August 20, 2012**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. **Citizen Comments** (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
5. Administrator's Report
6. New Business
  - A. Consider Resolution #12-26 Amendment #4 to Tax Increment District #2 (TID 2) related to proposed amendments to the TID 2 Project Plan.
  - B. Consider renewal of the Class "A" Fermented Malt Beverage license for BP AM/PM located at 10477 120<sup>th</sup> Avenue.
  - C. Receive Plan Commission recommendation and consider Zoning Text and Zoning Map Amendments (Ord. #12-25 and #12-26) for the request of Jeffery Marlow, President of Lexington Homes Inc., to rezone the property located south of Prairie Ridge Blvd. between 91st and 94th Avenues and north of 80th Street in the Prairie Ridge Development from the R-9 (UHO), Multi-Family Residential District with an Urban Landholding Overlay District to the R-11 (PUD), Multi-Family Residential District with a Planned Unit Development Overlay District for the proposed development of 4-apartment buildings (176-apartments--including 72 efficiency units, 68-1 bedroom units and 36-2 bedroom units) and a clubhouse to be known as Cobblestone Creek and to create the specific PUD zoning regulations for this development.
  - D. Receive Plan Commission recommendation and consider the request of Jeffery Marlow, President of Lexington Homes Inc., for approval of a Certified Survey Map, Development Agreement and related documents for the proposed Cobblestone Creek apartment development project located south of

Village Board Agenda  
August 20, 2012

Prairie Ridge Blvd. between 91st and 94th Avenues and north of 80th Street in the Prairie Ridge Development.

- E. Receive Plan Commission recommendation and consider an Amendment to the Village Comprehensive Plan (Ord. #12-27) for the request of Mark Eberle, P.E. agent for Water Street Land LLC, owner, for the proposed commercial development of a the property located at the southeast corner of STH 50 and 104th Avenue within the Prairie Ridge Development Plan. Specifically, Map 9.9 is proposed to be amended to correctly identify the field delineated wetlands, excluding the 2,578 square feet wetlands proposed to be filled into the Park, Recreational and Other Opens Space Lands with a field verified wetlands land use designation and the non-wetland areas including the 2,579 square feet of wetlands to be filled into the Commercial Lands with a designation as Community Retail and Service Centers land use designation on said property. In addition, to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.
- F. Receive Plan Commission recommendation and consider approval of a Conceptual Plan for the request of Mark Eberle, P.E. agent for Water Street Land LLC, owner, for the proposed commercial development of a the property located at the southeast corner of STH 50 and 104th Avenue within the Prairie Ridge Development to create four (4) lots for the potential development of two (2) restaurants and two (2) other commercial buildings (retail or office uses) on the 9.2 acre property.
- G. Receive Plan Commission recommendation and consider the request of Mark Eberle, P.E. agent for Water Street Land LLC, owner, for approval of a Certified Survey Map, Development Agreement and related documents to create four (4) lots for the proposed commercial development of a the property located at the southeast corner of STH 50 and 104th Avenue within the Prairie Ridge Development Plan and extend public municipal sanitary sewer to service the development.
- H. Receive Plan Commission recommendation and consider a Zoning Map and Zoning Text Amendments (Ord. #12-28 and #12-29) for the request of Mark Eberle, P.E. agent for Water Street Land LLC, owner, for the proposed commercial development of a the property located at the southeast corner of STH 50 and 104th Avenue within the Prairie Ridge Development Plan to amend the zoning map and rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and to rezone the non-wetland areas including the 2,578 square feet wetland area to be filled into the B-2, Community Business District and to rezone the entire property into the Planned Unit Development District, (PUD). In addition, a Zoning Text Amendment is intended to create the specific PUD District zoning regulations for the proposed commercial development on said property.
- I. Consider reappointment to the Kenosha Area Chamber of Commerce Board.

Village Board Agenda  
August 20, 2012

- J. **Consent Agenda** (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
- 1) Approve Operator License applications on file.
  - 2) Approve Halloween Trick or Treat Schedule – Sunday, October 28, 2012  
3:00 p.m. – 6:00 p.m.

7. Village Board Comments

8. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE VILLAGE BOARD  
RESOLUTION #12-26**

**RESOLUTION APPROVING AMENDMENT #4 TO THE PROJECT  
PLAN FOR TAX INCREMENTAL DISTRICT #2 OF THE  
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**

**WHEREAS**, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village") created Tax Incremental District #2 ("TID 2") in order to promote the development of new industrial areas in the Village and benefit the Village by increasing the Village's industrial tax base, diversifying the impact of property taxes and providing quality economic development for the Village; and

**WHEREAS**, the Village Board has determined that in order to further promote industrial development in the Village and obtain these benefits for the Village and its residents it is necessary and desirable to amend the Project Plan for TID 2 to: 1) change the TID 2 boundary (through both additions and subtractions of parcels); 2) revise the project expenses to complete infrastructure improvements; 3) provide financial incentives for development of industry (which may include cash grants to owners, lessees or developers of land within TID 2); and, 4) acquire properties that are required for public improvements; and

**WHEREAS**, the total project costs of TID 2 will increase by approximately \$15 million as a result of revising the TID via Amendment #4. These revisions include new project expenses to: update financial estimates to complete infrastructure improvements; revise project expenses to complete infrastructure improvements (roads and storm sewers, sanitary sewers, municipal water, site grading, storm water management); provide financial incentives (which may include grants to owners, lessees or developers of land within TID 2) for the development of industry and the creation of quality, family-sustaining jobs; acquire land and easements for public improvements (transportation, sewer and storm water); and accommodate the proposed expansion of the Uline Corporate Campus, west of I-94 and south of CTH Q; and

**WHEREAS**, pursuant to Section 66.1105, Wis. Stats., this Village Board has caused an amended project plan for TID 2 (the "Amended Project Plan") to be prepared by the Village's Plan Commission ("Plan Commission"); and

**WHEREAS**, on August 13, 2012, the Planning Commission held a public hearing at which all interested parties were afforded a reasonable opportunity to express their views on the Amended Project Plan, and following the public hearing, adopted the Amended Project Plan and submitted it to this Village Board; and

**WHEREAS**, the Amended Project Plan has been presented to this Village Board and reviewed by this Village Board;

**NOW, THEREFORE**, be it resolved by the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that:

**Section 1. Feasibility of Amended Project Plan.** Based on the information set forth in the Amended Project Plan, including the economic feasibility report which is a part of the Plan, this Village Board finds that the Amended Project Plan is feasible.

**Section 2. Conformity with Master Plan.** The Amended Project Plan is in conformity with the Comprehensive Land Use Plan Map (Master Plan) of the Village.

**Section 3. Equalized Value Test (12% Limit).** As demonstrated by the Statement of Findings included in the Amended Project Plan, after the addition of the property to be added to TID 2 pursuant to the Amended Project Plan, TID 2 will be in compliance with the equalized value limitation applicable to it under Section 66.1105(17)(c)2 of the Wisconsin Statutes.

**Section 4. Approval of Amended Project Plan.** The Amended Project Plan for the Tax Incremental District #2 of the Village attached hereto as Exhibit A and incorporated herein by reference is approved pursuant to Section 66.1105(4)(h), Wis. Stats.

**Adopted this 20<sup>th</sup> day of August 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

\_\_\_\_\_  
Jane M. Romanowski  
Village Clerk

\_\_\_\_\_  
John P. Steinbrink  
President

Posted: \_\_\_\_\_

**CONSIDERATION OF VILLAGE BOARD RESOLUTION #12-26 FOR AMENDMENT #4 TO TAX INCREMENT DISTRICT #2 (TID 2)** related to proposed amendments to the TID 2 Project Plan, including changes to the TID 2 boundary (through both additions and subtractions of parcels); revisions to project expenses to complete infrastructure improvements; the provision of financial incentives for development of industry (which may include cash grants to owners, lessees or developers of land within TID 2); and the acquisition of properties that are required for public improvements.

**Recommendation:**

The Plan Commission and Village staff recommends that the Village Board approve Resolution #12-26 pertaining to Amendment #4 to Tax Increment District #2 (TID 2).

## VILLAGE STAFF REPORT OF AUGUST 20, 2012

**CONSIDERATION OF VILLAGE BOARD RESOLUTION #12-26 FOR AMENDMENT #4 TO TAX INCREMENT DISTRICT #2 (TID 2)** related to proposed amendments to the TID 2 Project Plan, including changes to the TID 2 boundary (through both additions and subtractions of parcels); revisions to project expenses to complete infrastructure improvements; the provision of financial incentives for development of industry (which may include cash grants to owners, lessees or developers of land within TID 2); and the acquisition of properties that are required for public improvements.

### **PROJECT PLAN AMENDMENT**

#### **GENERAL DESCRIPTION & BACKGROUND**

##### **Introduction**

The Village of Pleasant Prairie is initiating an amendment to Tax Increment District #2 ("TID 2"). This 4<sup>th</sup> Amendment is a Project Plan Amendment that includes both addition and subtraction of territory to TID 2. Additionally, this Amendment provides for a significant number of needs that are critical to the continued success of TID 2 and the expansion of the Village's industrial and professional office development to expand the District's tax base.

##### **Tax Increment Finance District #2 – Brief History**

Pleasant Prairie's first TID was created in 1989 to assist in the establishment of LakeView Corporate Park. It was retired in 1999, ten years earlier than originally anticipated. The initial value of TID #1 was \$15.75 million, and today, corporate park development in Pleasant Prairie is valued at \$744 million and accounts for 31.07% of the total value of the Village. This creates a substantial benefit in the amount of property taxes residents in Pleasant Prairie pay each year.

In 1999 TID 2, a TID suitable and zoned for industrial sites, was created to provide for additional industrial development within LakeView Corporate Park East and West. TID 2 has been amended three (3) times since 1999. TID 2, as amended, provides for further expansion for the Village's industrial and commercial tax base while taking advantage of the development opportunities that were created by the land's proximity to I-94. Under its current configuration, TID #2 encompasses approximately 2,493 acres. With this Amendment #4, TID #2 will encompass approximately 2,168 acres.

**Previous TID 2 Amendments** (Pursuant to State Statutes 66.1105(4)(h)(8), the Village of Pleasant Prairie may adopt an amendment to a project plan under to modify the boundaries of TID 2 not more than 6 times during the district's existence).

- Amendment #1 – In 2002, the Village amended TID 2 to provide for the further expansion of the Village's industrial tax base while taking advantage of the developmental opportunities that are created because of the direct proximity of I-94. The amendment provided the Pleasant Prairie Community Development Authority ("CDA") with the resources to identify, acquire and redevelop blighted properties along I-94. This amendment includes the merging of land adjacent to I-94 that was originally developed as TID 3.
- Amendment #2 – In 2004, the Village amended TID 2 in order to install broadband infrastructure within TID 2 for the provision of the next generation of technical infrastructure improvements for existing and future development. The completed fiber optic network ring is installed around and throughout TID 2 as well as off site

extensions to connect major water utility infrastructure and other areas in order to provide redundancy to the network. These improvements along I-94 have made TID 2 a far more desirable location to attract businesses with better paying jobs and significantly higher valued land uses. This change in the economic impact, along with increased property values, will provide a positive impact throughout Pleasant Prairie, Kenosha County and southeastern Wisconsin.

- Amendment #3 – In 2008, the Village amended TID 2 to provide funding for site development and utilities for the then-200 acre (now 231 acre) Uline Corporate Campus, generally located in the southwest quadrant of I-94 and County Trunk Highway Q (“CTH Q”).

TID 2 encompasses the I-94 - STH 165/CTH Q interchange. At this location, the Village of Pleasant Prairie has been able to provide an economic environment that is poised to create well over 13,000 well-paying jobs where none previously existed. The Village has established a modern retail center, Pleasant Prairie Premium Outlet Mall, which employs over 1,000 persons and is a significant source of sales tax revenue to the State of Wisconsin. West of I-94, the Village created a property tax base of over \$2 billion dollars on land that was formerly occupied by adult bookstores, junk yards, fireworks stands, and “hodge-podge” residential development that was valued at less than \$15 million dollars.

The recent Uline annexation west of I-94 requires adjustments to the boundaries of TID 2 in order to continue to enable the orderly development of the Uline Corporate Campus. The proposed revision of TID 2 project expenses will allow for necessary and critical infrastructure improvements and land acquisitions and in order keep current and proposed development proposals on track. The Village needs the flexibility to ensure that businesses (re)locating in the Village that the District can be modified in order to facilitate new construction. In some instances the timing and sequence of the future developments is not certain, but modifications to TID 2 are necessary to ensure the basic infrastructure requirements are met to make the land economically sustainable.

The Village of Pleasant Prairie has established a credible history of creating successful TIF districts in the past that have created over 8,000 new jobs, nearly ½ billion dollars in new value, and substantial commercial and residential spin-off that have kept the Kenosha County economy robust and vital.

## **Financing**

Financing for TID 2 projects, in the form of general obligation bonds, will be issued in the years that projects are undertaken. Debt for the TID will be repaid with property taxes from businesses within the District. Once all of the debt for the TID has been repaid, the District will be retired, and the property tax payments will then be directed back to the taxing entities. It is expected that TID 2 will be retired in 2021 or earlier, depending upon the success of the development within the TID.

## **Description of the Project (4<sup>th</sup> Amendment)**

This Amendment #4 to TID 2 includes both the addition and subtraction of territory to the TID 2 project boundaries. The project boundaries for the District are irregular. The TID 2, Amendment #4, boundaries in general are as follows: Beginning approximately 1/3 mile west of 39<sup>th</sup> Avenue at approximately 98<sup>th</sup> Street, then extending westward to Green Bay Road (STH 31) via a ribbon of land, then south along STH 31 to approximately 111<sup>th</sup> Street, then generally west and south where the boundary jogs to Springbrook Road (CTH ML) and further west and south where the boundary jogs to 122<sup>nd</sup> Street, then north along 88<sup>th</sup>



Avenue (CTH H) to include selected parcels on both sides of CTH H to 104<sup>th</sup> Street (STH 165), then west to include selected properties north and south of STH 165 at the CTH H intersection, then further west along STH 165 including a ribbon of land abutting STH 165 on the north to the STH 165/I-94 interchange and to include properties both north and south of the STH 165/I-94 interchange, then west to include a vast majority of the land situated within the Village municipal boundary west of I-94, then south to the STH 165/I-94 interchange including parcels on the east side of I-94, then east along STH 165 where the boundary jogs along the south side of STH 165 to the Union Pacific Railroad right-of-way, then north to 95<sup>th</sup> Street, then east to STH 31.

With the proposed territory additions to TID 2, the irregular boundaries of the TID will be increased, in that an umbilical cord-like extension of the TID boundaries will extend eastward towards 39<sup>th</sup> Avenue.

Likewise, with the subtraction of a large portion of parkland (portions of Prairie Springs Park on the north side of STH 165) from TID 2, a second umbilical cord-like extension of the TID boundaries will be created and will extend between 88<sup>th</sup> Avenue (CTH H) and Corporate Drive, along the north side of 104<sup>th</sup> Street (STH 165).

**Pleasant Prairie Specific - TIF Amendment to State Statutes**

On July 29, 2011, Governor Walker signed into law a bill enabling the Village of Pleasant Prairie to amend TID boundaries even if the increment value of the current TID exceeds 12% of the Village’s total equalized value, also known as the “12% Limit” rule. The new law allows greater flexibility to create an environment of positive economic development while providing for future development opportunities within TID 2. The law also offers the Village the ability to respond quickly to potential development as opportunities present themselves. Necessary modification of existing TID law became apparent during 2010 when, in an unusual set of economic circumstances, the Village’s total equalized value decreased by 6% while the increment value of TID 2 increased by 30%, or \$78 million, due to new development. These factors exposed the unintended constraints the 12% formula had on successfully developing TIDs such as Pleasant Prairie’s TID 2. This new TIF law, created specifically for the Village, addresses the shortcomings of the original formula by substituting different criteria in determining whether Pleasant Prairie exceeds the 12% Limit. The method now adds together: **1)** the value of all parcels proposed to be newly added to the TID, **2)** the increment value of all other existing TIDs, and **3)** 1.33 times the original base value of the TID determined in 1999. With this modification, the Village once again has the ability to address development opportunities and enhance the financial effectiveness of TID 2.

**Added & Subtracted TID Parcels**

This Amendment #4 to TID 2 also includes the addition and removal of some parcels within the existing TID 2.

<b>PROPERTIES TO BE ADDED TO TID 2</b>				
<b>#</b>	<b>Tax Parcel Number</b>	<b>Owner</b>	<b>Address/Location</b>	<b>Acres</b>
1.	91-4-121-252-0203 (portion)	Route 165 LLC (Uline)	12575 Uline Dr.	35 acres previous added to TID 2
2.	91-4-121-254-0301	Ries Partners LP	116 <sup>th</sup> Street, west of West I-94 Frontage Rd.	39.30

<b>PROPERTIES TO BE ADDED TO TID 2 (cont'd)</b>				
3.	92-4-122-204-0680 <sup>PSP</sup>	Village of Pleasant Prairie	104 <sup>th</sup> St. (10 ft. wide strip along north side of STH 165)	1.33
4.	92-4-122-204-0681 <sup>PSP</sup>	Village of Pleasant Prairie	104 <sup>th</sup> St. (10 ft. wide strip along north side of STH 165)	0.36
5.	92-4-122-213-0305	Sanmina Corporation	Northeast corner of 104 <sup>th</sup> St. & 88 <sup>th</sup> Ave.	0.14
6.	92-4-122-213-0310	Sanmina Corporation	Northeast corner of 104 <sup>th</sup> St. & 88 <sup>th</sup> Ave.	6.58
7.	92-4-122-221-0010 <sup>VGC</sup>	M & I Bank	Landlocked, between 93 <sup>rd</sup> St. & 104 <sup>th</sup> St.	12.65
8.	92-4-122-221-0683 <sup>VGC</sup>	Dabbs Real Estate LLC	Landlocked, between 93 <sup>rd</sup> St. & 104 <sup>th</sup> St.	0.21
9.	92-4-122-223-0002 <sup>VGC</sup>	Galvin Revocable Trust	East of Old Green Bay Rd., between 93 <sup>rd</sup> St. & 104 <sup>th</sup> St.	8.85
10.	92-4-122-231-0476 <sup>VGC</sup>	Village of Pleasant Prairie	Outlot 6, Meadowdale Est. Add. #1	6.62
11.	92-4-122-233-0027 <sup>VGC</sup>	Village of Pleasant Prairie	Outlot 7, Village Green Hts. Add. #1	10.38
12.	92-4-122-282-0117 <sup>LV</sup>	JKK & L Properties	8121 104 <sup>th</sup> St.	2.94
13.	92-4-122-282-0132	CenterPoint WisPark Land Company LLC	82 <sup>nd</sup> Ave., south of 104 <sup>th</sup> St.	1.14
14.	92-4-122-284-0021 <sup>LV</sup>	Iris USA Inc. (Iris USA, Inc.)	11111 80 <sup>th</sup> Ave.	23.39
15.	92-4-122-284-0310	CenterPoint WisPark Land Company LLC	Northeast corner of 116 <sup>th</sup> St. & 80 <sup>th</sup> Ave.	24.34
16.	92-4-122-284-0320	CenterPoint WisPark Land Company LLC	Northeast corner of 116 <sup>th</sup> St. & 80 <sup>th</sup> Ave.	1.87
17.	92-4-122-284-0330	LakeView Corporate Park Owners Assoc. Inc.	South of Iris USA	14.19
18.	92-4-122-294-0030 <sup>LV</sup>	Pancal LakeView 33 LLC	11200 88 <sup>th</sup> Ave.	14.60
19.	92-4-122-302-0165	WisPark LLC	Corporate Dr., south of 104 <sup>th</sup> St.	7.27
20.	92-4-122-302-0172	MSK Moon LLC	Corporate Dr., south of 104 <sup>th</sup> St.	5.83
21.	92-4-122-332-0103	CenterPoint WisPark Land Company LLC	116 <sup>th</sup> St., west of 80 <sup>th</sup> Ave.	13.80
22.	92-4-122-332-0251	CenterPoint WisPark Land Company LLC	116 <sup>th</sup> St., west of 80 <sup>th</sup> Ave.	57.77
<b>Total Acres Added</b>				<b>253.56</b>

<b>PROPERTIES TO BE SUBTRACTED FROM TID 2</b>				
<b>#</b>	<b>Tax Parcel Number</b>	<b>Owner</b>	<b>Address/Location</b>	<b>Acres</b>
1.	92-4-122-204-0402	Village of Pleasant Prairie	Prairie Springs Park Parcel (RecPlex/Lake Andrea)	558.67
2.	92-4-122-223-0290	LakeView Corp. Park Owners' Assoc. Inc.	Northwest corner of 104 <sup>th</sup> St. & Green Bay Rd.	0.06
3.	92-4-122-223-0291	Rowland Family Properties LP	Northwest corner of 104 <sup>th</sup> St. & Green Bay Rd.	5.08
4.	92-4-122-272-0401	Felinski	Southwest corner of 104 <sup>th</sup> St. & Green Bay Rd.	3.12
5.	92-4-122-272-0475	Richard & Dimitra Priebus	Southwest corner of 104 <sup>th</sup> St. & Green Bay Rd.	6.07
6.	92-4-122-281-0115	Fiaat Investments LLC	Southeast corner of 104 <sup>th</sup> St. & 72 <sup>nd</sup> Ave.	4.00
7.	92-4-122-281-0116	Fiaat Investments LLC	East side of 72 <sup>nd</sup> Ave., between 104 <sup>th</sup> St. & 108 <sup>th</sup> St.	1.89
8.	92-4-122-281-0132	LakeView Corp. Park Owners' Assoc. Inc.	East side of 72 <sup>nd</sup> Ave., between 104 <sup>th</sup> St. & 108 <sup>th</sup> St.	2.28
9.	92-4-122-281-0230	CenterPoint WisPark Land Company LLC	East side of 80 <sup>th</sup> Ave., South of Green Bay Rd.	1.94
10.	92-4-122-281-0240	LakeView Corp. Park Owners' Assoc. Inc.	East side of 80 <sup>th</sup> Ave., South of Green Bay Rd.	3.54
11.	92-4-122-291-0123 <sup>LV</sup>	Muskie Enterprises Inc.	88 <sup>th</sup> Ave., north of Olds Products	0.75
12.	92-4-122-192-0304	Village of Pleasant Prairie CDA	East I-94 Frontage Rd. at approx. 9700 Block	28.17
<b>Total Acres Deleted</b>				<b>615.57</b>

**LV - Addition of properties within the LakeView Corporate Park** – Parcels being added or removed due to existing developments/structures are built upon two separate parcels that straddle a shared property line, whereby one of the parcels is currently located within TID 2 and the other parcel is located outside of limits of TID 2. At the time of the development of the parcels, these adjoining properties could not be legally combined because parcels cannot cross TID lines. When TID 2 is retired, approximately the year 2017, or when the abutting parcels are either both added or subtracted from the TID, then properties can then be combined.

**VGC - Addition of properties for the VGC connection** – Parcels being added to facilitate the inclusion of the proposed 39<sup>th</sup> Avenue improvements, adjacent to the proposed Village Green Center development.

**PSP - Addition of properties to retain TID connection** – These narrow parcels along the north side of STH 165 (104<sup>th</sup> Street) were created from the parent Village-owned Prairie Springs Park parcel, thus eliminating the vast majority of the parkland from TID 2.

## **SPECIFIC TID 2, AMENDMENT 4 PROJECTS**

The primary reasons for amending the TID 2 Project Plan are to:

- Update financial estimates to complete infrastructure improvements.
- Create changes to the TID 2 boundary (through both additions and subtractions of parcels).
- Revise project expenses to complete infrastructure improvements (roads and storm sewers, sanitary sewers, municipal water, site grading, storm water management).
- Provide financial incentives (which may include grants to owners, lessees or developers of land within TID 2) for the development of industry and the creation of quality, family-sustaining jobs.
- Acquire land and easements for public improvements (transportation, sewer and storm water).
- Accommodate the proposed expansion of the Uline Corporate Campus, west of I-94 and south of CTH Q.

The proposed total project cost has increased by \$15,059,554 to a total project cost of an estimated \$94.2 million. The new project costs increase of \$15 million is comprised of approximately: \$6.8 million for roadway improvements; \$6 million for Uline site improvements (less \$5.2 million in improvements no longer to be completed); \$3.1 million for sewer, water and storm water improvements; \$1.7 million for a multi-modal transportation lot; \$1.3 million for economic development incentives; and \$1.3 million in land acquisition, administrative and other costs. **Without the use of TIF funding, the following developments would not occur.**

### 1. **Uline, Inc.**

#### **Second Warehouse/Distribution Site**

In 2010, Uline, Inc. relocated its corporate headquarters from Waukegan, Illinois to a new approximate 200 acre site (now approximate 231 acre site with the annexation) in Pleasant Prairie located west of I-94 and south of 104<sup>th</sup> Street (CTH Q). The existing Phase 1 of the Uline Corporate Campus Headquarters consists of the 2-story, 200,000 square foot corporate headquarters and a 1 million square foot warehouse/distribution center. Uline's Corporate Campus currently employs an estimated 800 positions, with 600 positions in their corporate offices and 200 positions in the current warehouse.

On October 18, 2010, the Village Board of Trustees adopted Land Transfer Ordinance #1 which transferred approximately 35 acres of land owned by Route 165 LLC (Uline) and the Charles and Bobette Eichberger Family Trust from the Village of Bristol (f/k/a Town of Bristol) into Pleasant Prairie pursuant to the 1997 Settlement and Cooperation Agreement and Supplemental First Amendment between Pleasant Prairie and Bristol. The land is generally located south of 104<sup>th</sup> Street (CTH Q) and about 200 feet east of CTH U (136<sup>th</sup> Avenue) just west of the existing Uline Corporate Campus. Additionally, Ordinance #10-57 rezoned the 35 acres from A-2, General Agricultural District to M-1 (PUD), Limited Manufacturing District with a Planned Unit Development Overlay District. The existing the FPO, Floodplain Overlay District on the 35 acres was removed. The expansion of TID 2 will allow a physical boundary adjustment to include the 35 acres purchased by Uline into the boundaries of the District. The 35 acre Land Transfer has been incorporated into Uline's Corporate Campus.

In 2013, Uline plans to develop the annexed 35 acres with an approximate 1.25 million square foot warehouse/distribution facility to be located immediately west of the existing 1 million square foot warehouse/distribution building and west of the existing electrical

transmission lines on Uline campus. The new warehouse/distribution facility will further contribute to the success of the TID and expansion of the District's tax base. Uline anticipates the second warehouse/distribution building will have 400 employees when fully operational. It is anticipated that this new warehouse will be similar in design and construction to the existing warehouse/distribution building and will be operated 24 hours per day, 7 days per week. It is estimated that this second warehouse/distribution will add up to 250 positions once fully operational.

The required infrastructure improvements associated with the construction of the second warehouse/distribution facility will involve an expenditure of approximately \$6,034,425. The improvements include on-site storm water facilities, a fire loop around the building, mass grading, parking and maneuvering lanes, water, sanitary sewer, landscaping and other site improvements.

The Project Plan for Amendment #3 to TID 2 proposed the relocation of 345kV overhead electric transmission power lines (estimated to cost \$4,525,000) and for the relocation of an underground natural gas line (estimated to cost \$700,000). The relocation of the electric and gas lines were to allow the full, unimpeded development of the Uline land, west of I-94, within the District. The utilities will no longer be relocated, which will remove \$5,225,000 from the District costs.

## 2. **Multi-Modal Transportation Lot/Facility**

The Village, in cooperation with the Wisconsin Department of Transportation (WIDOT), is planning for the development of a Multi-Modal Transportation facility, to include commercial retail building components, to be located in proximity to the Village-owned, 302,000 square foot RecPlex recreation facility. Initial concept plans for the facility provide approximately 290 parking spaces that will serve the purpose of providing parking for commuters, retail establishment customers and for overflow RecPlex patron parking. The proposed multi-modal facility also has a planned regional bus stop and an Amtrak platform.

It is anticipated that the development of the Multi-Modal Transportation facility will involve an expenditure of approximately \$1,678,000.

## 3. **39<sup>th</sup> Avenue Reconstruction (Statute 66.1105 2.(f)1.m. - 1/2 Mile Radius Rule)**

39<sup>th</sup> Avenue (CTH EZ) is proposed to be reconstructed to an urban profile (curb & gutter), 2-lane roadway with a median, bicycle lanes and parallel parking between 104<sup>th</sup> Street (STH 165) and 97<sup>th</sup> Street. The improvements to 39<sup>th</sup> Avenue an arterial roadway, will serve the proposed Village Green Center (VGC), generally located within the demographic center of the Village at 104<sup>th</sup> Street, Springbrook Road and 39<sup>th</sup> Avenue. The VGC is a planned, but yet-to-be-constructed, mixed-use commercial/residential development incorporating not only commercial, civic and park uses, but also a variety of higher density residential uses. This improvement will provide the foundation for the necessary infrastructure to start commercial development, by a private developer, in the geographic center of the Village.

It is anticipated that the necessary funding for the reconstruction of 39<sup>th</sup> Avenue, which includes engineering fees, right-of-way acquisition, property acquisition for two (2) storm water facilities, sanitary sewer, water main, storm sewer mains, roadway, traffic signals, landscaping, irrigation, street lighting and the relocation (placement underground) of the existing overhead electric utility lines along the east side of 39<sup>th</sup> Avenue between 100<sup>th</sup> Street, northwards to Springbrook Road, will involve an expenditure of approximately \$3,450,000.

4. **Lakeview Reservoir Water Main Extension**

In order to provide an additional water supply to the existing 5 million gallon water storage tank located at 93<sup>rd</sup> Street and Dabbs Farm Drive, it is necessary to construct a 24-inch water main along Old Green Bay Road, from 104<sup>th</sup> Street (STH 165) to the reservoir. This improvement will cost approximately \$1,555,000.

5. **Site Preparation for the Kenosha Area Business Alliance (KABA) Property**

KABA Development LLC is the owner of an approximate 30 acre parcel located in the northwest quadrant of I-94, bounded by CTH Q and the West Frontage Road. In anticipation of the development of the KABA-owned site, it is necessary to grade and remove the pavement from the vacated portion of the former West Frontage Road roadway. These improvements will involve an expenditure of approximately \$550,000.

6. **STH 165 (104<sup>th</sup> Street)-CTH H (88<sup>th</sup> Avenue) Intersection Improvements**

The intersection of STH 165 and CTH H, located in the heart of the LakeView East Corporate Park, is a signalized intersection that carries a large amount and vast majority of semi-truck/semi-trailer traffic and automobile traffic that travels in and through the Corporate Park. This intersection has seen an increase in traffic accidents and has become a problematic intersection. Most accidents are mainly associated with left turn movements from north and southbound CTH H to east and westbound STH 165. The increase in safety at this intersection through added capacity, improved geometrics and traffic signal upgrades will cost approximately \$100,000.

7. **97<sup>th</sup> Street Improvements (Abbott Road "B" at West Frontage Road)**

Abbott Laboratories owns approximately 485 undeveloped acres on the west side of I-94, between CTH C (Wilmot Road) on the north and CTH Q (104<sup>th</sup> Street) on the south. In anticipation of potential development of this land, or a portion thereof, 97<sup>th</sup> Street, extending west from the West Frontage Road, would serve as a main entrance to this future corporate campus area that will potentially create an employment base of around 13,000 persons. The 97<sup>th</sup> Street roadway improvements will cost approximately \$392,000.

8. **Public Works Projects**

The following infrastructure improvements to the municipal sanitary sewer and water utilities will accommodate additional demands on systems totaling approximately \$115,000.

- Booster station motor control improvements at Booster Station #1 (Sheridan Road & 104<sup>th</sup> Street) approximately \$70,000.
- Telemetry improvements for west end businesses approximately \$10,000.
- Force main valve work on STH 165 Lift Station approximately \$10,000.
- Force main discharge vault reconstruction approximately \$25,000.

9. **Grants & Incentives for Economic Development**

Through Amendment #4, TID 2 will fund grants and incentives for economic development to owners, lessees or developers within the District involving approximately \$1,316,000.

- a) Uline will receive \$316,000 in a development incentive that will waive development impact fees, which in turn, will be paid back with the increased property taxes generated within TID 2 via future development. The impact fees consist of:

- \$183,174 in impact fees from Uline's initial 2010 development (Phase 1).
  - \$132,715 in impact fees associated with the construction of the proposed, second 1.25 million square foot warehouse/distribution facility (Phase 2).
- b) The remaining \$1 million in grants and incentives for economic development is anticipated to go into a KABA-administered fund, to provide future assistance in attracting new businesses to TID 2 that would provide high-quality jobs with family-sustaining wages.

### **Recommendation**

At its August 13, 2012 meeting, the Plan Commission held a public hearing and subsequently approved Plan Commission Resolution #12-09 pertaining to Amendment #4 to TID 2.

The Plan Commission and Village staff recommends that the Village Board approve Resolution #12-26 pertaining to Amendment #4 to TID 2.

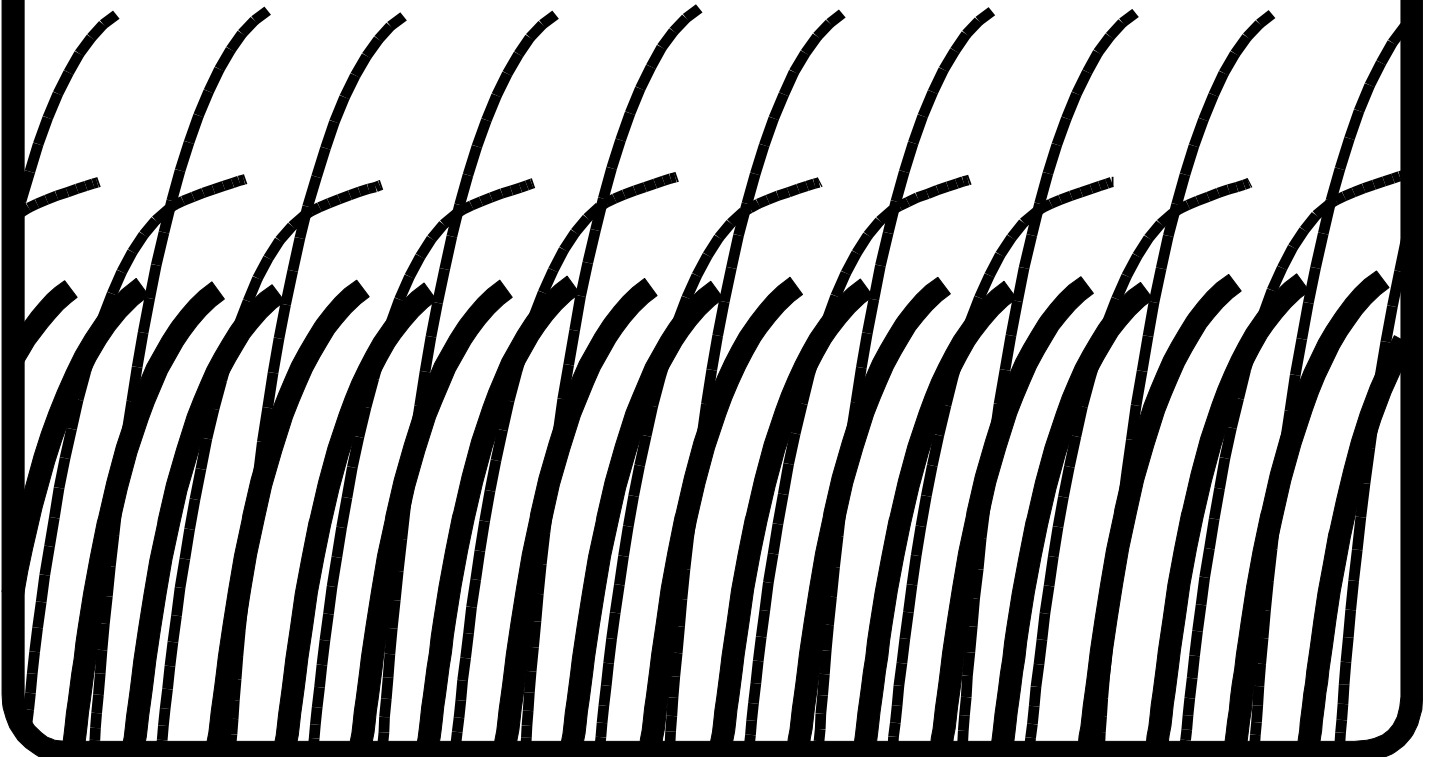
VB Report 8-20-12 (Res #12-26) - TID 2 Amend 4 (2012)

**VILLAGE OF PLEASANT PRAIRIE**

**TAX INCREMENT  
DISTRICT #2  
AMENDMENT #4**

**PROJECT PLAN**

**August 13, 2012**





**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Index**

General Description of the Project	Page	1
Statement of Findings	Page	4
Project Cost Summary	Page	5
Project Summary Schedule	Page	6
Economic Feasibility Study	Page	7
Revenue Projections	Page	8
Cash Flow Projections	Page	9
Historic Percent of Tax Rate for Overlapping Taxing Districts	Page	10
Share of Tax Increments Paid by Other Taxing Entities	Page	11
Financing Methods	Page	12
Debt Service Schedule (\$2.8 MM G.O. Refunding Bonds)	Page	13
Debt Service Schedule (\$2.5 MM G.O. Promissory Notes)	Page	14
Debt Service Schedule (\$4.86 MM G.O. Promissory Notes)	Page	15
Debt Service Schedule (\$6.61 MM G.O. Promissory Notes)	Page	16
Proposed Zoning, Master Plan, etc. Changes & Non-Project Costs	Page	17
Relocation Plan of Displaced Persons and/or Property	Page	18
Promotion of the Orderly Development of the Village	Page	19
Legal Description	Page	21
Map 1 Parcel Additions & Subtractions	Page	26
Map 2 Boundaries & Wetlands	Page	27
Map 3 Existing Uses & Conditions	Page	28
Map 4 Grading, Roads, Storm Sewers, Storm Water Detention Areas	Page	29
Map 5 Existing Sewer & Water Main	Page	30
Map 6 Proposed Sewer & Water Main	Page	31
Map 7 Existing Zoning	Page	32
Map 8 Proposed Zoning	Page	33
Map 9 Existing Land Use	Page	34
Map 10 Proposed Land Use	Page	35

# **VILLAGE OF PLEASANT PRAIRIE TAX INCREMENT DISTRICT #2 AMENDMENT #4**

## **General Description of the Project**

The Village of Pleasant Prairie is initiating an amendment of Tax Increment District #2 (TID 2). This fourth (4<sup>th</sup>) amendment provides for a significant number of needs critical to the success of the district and continued **expansion of the Village's industrial** and professional office development to further **expand the district's tax base**.

- Amendment #1 – In 2002, the Village amended TID 2 to provide for the further **expansion of the Village's industrial tax base while taking advantage of the** developmental opportunities that are created because of the direct proximity of I-94. The amendment provided the Pleasant Prairie Community Development Authority ("CDA") with the resources to identify, acquire and redevelop blighted properties along I-94. This amendment includes the merging of land adjacent to I-94 that was originally developed as TID 3.
- Amendment #2 – In 2004, the Village amended TID 2 in order to install broadband infrastructure within TID 2 for the provision of the next generation of technical infrastructure improvements for existing and future development. The completed fiber optic network ring is installed around and throughout TID 2 as well as off-site extensions to connect major water utility infrastructure and other areas in order to provide redundancy to the network. These improvements along I-94 have made TID 2 a far more desirable location to attract businesses with better paying jobs and significantly higher valued land uses. This change in the economic impact, along with increased property values, will provide a positive impact throughout Pleasant Prairie, Kenosha County and southeastern Wisconsin.
- Amendment #3 – In 2008, the Village amended TID 2 to provide funding for site development and utilities for the then-200 acre (now 231 acre) Uline Corporate Campus, generally located in the southwest quadrant of I-94 and County Trunk Highway Q ("CTH Q").

These improvements along the interstate have made the district far more desirable in order to attract businesses with better paying jobs and significantly higher valued land uses. This change in the economic impact, along with increased property values will provide a positive impact throughout Kenosha County.

As a result of this Amendment #4, the existing boundaries of TID 2 are proposed to be changed through both the addition and subtraction of parcels. The boundaries for TID 2, as proposed to be amended, are irregular in shape and are generally as follows: Beginning approximately 1/3 mile west of 39<sup>th</sup> Avenue at approximately 98<sup>th</sup> Street, then extending westward to Green Bay Road (STH 31) via a ribbon of land, then south along STH 31 to approximately 111<sup>th</sup> Street, then generally west and south where the boundary jogs to Springbrook Road (CTH ML) and further west and south where the boundary jogs to 122<sup>nd</sup> Street, then north along 88<sup>th</sup> Avenue (CTH H) to include selected parcels on both sides of CTH H to 104<sup>th</sup> Street (STH 165), then west to include selected properties north and south of STH 165 at the CTH H intersection, then further west along STH 165 including a ribbon of land abutting STH 165 on the north to the STH 165/I-94 interchange and to include properties both north and south of the STH 165/I-94 interchange, then west to include a vast majority of the land situated within the Village municipal boundary west of I-94, then south to the STH 165/I-94 interchange including parcels on the east side of I-94, then east along STH 165 where the boundary jogs along the south side of STH 165 to the Union

Pacific Railroad right-of-way, then north to 95<sup>th</sup> Street, then east to STH 31.

The primary reasons for amending the TID 2 Project Plan are for: the provision of funds to enable improvements, changes to the TID 2 boundary (through both additions and subtractions of parcels), for the purpose of revising project expenses to complete infrastructure improvements (roads and storm sewers, sanitary sewers, municipal water, site grading, storm water management), the provision of financial incentives for development of industry (which may include grants to owners, lessees or developers of land within TID 2), and the acquisition of properties that are required for public improvements, all to accommodate proposed development projects. The proposed total project cost has increased by 15,059,554 to a total cost of an estimated \$94,233,038. **Without the use of TIF funding, the following development projects would not occur.**

As noted below, the major project areas of the District are roadways, storm sewers, sanitary sewers, municipal water, site grading, storm water management, providing infrastructure and financial incentives for development of industry.

### **Roadways**

Roadway improvements in the District will cost approximately \$15,760,472, which is an increase of \$6,811,909 from the 2008 Amendment #3 costs. Amendment #4 major roadway construction involves the reconstruction of 39<sup>th</sup> Avenue (CTH EZ), between 104<sup>th</sup> Street (STH 165) and 97<sup>th</sup> Street to an urban profile (curb & gutter), 2-lane roadway with a median, bicycle lanes and parallel parking; **the construction of Abbott Road "B" (97<sup>th</sup> Street)**, the main entrance to the PDD-1 development west of I-94; and improvements to the STH 165 (104<sup>th</sup> Street)-CTH H (88<sup>th</sup> Avenue) intersection in the LakeView Corporate Park.

### **Storm Sewer**

Storm sewer improvements in the District will cost approximately \$3,735,743, increasing the Amendment #4 project costs by \$236,336 addressing an increase in costs for work that has not yet been performed for the original Project Plan.

### **Sanitary Sewer**

Sanitary sewer improvements in the District will cost approximately \$9,335,956, which is an increase of \$1,604,002 from the 2008 Amendment #3 costs. Major sanitary sewer projects include the force main valve work and force main discharge vault reconstruction on the STH 165 Lift Station.

### **Municipal Water Main**

Municipal Water improvements will cost approximately \$14,256,143. New water projects involve the construction of a 24-inch water main along Old Green Bay Road, from 104<sup>th</sup> Street (STH 165) to the existing 5 million gallon LakeView water reservoir located at 93<sup>rd</sup> Street and Dabbs Farm Drive, to provide an additional water supply to the storage tank; booster station motor control improvements to Booster Station #1 (Sheridan Road & 104<sup>th</sup> Street); and telemetry and pumping improvements, all to improve the water system. The increase in Amendment #4 municipal water improvements is \$508,567.

### **Grading & Storm Water Management**

Site grading will cost approximately \$4,780,741, which is an increase of \$799,021 from the 2008 Amendment #3 costs. A majority of this grading cost is attributed to the grading and pavement removal (of the vacated portion of the former West Frontage Road roadway) on

the approximate 30 acre KABA Development LLC-owned parcel located in the northwest quadrant of I-94, bounded by CTH Q and the West Frontage Road.

### **Land Acquisitions**

Amendment #4 land acquisitions in TID 2 are required for construction of storm water management basins and for right-of-way purchases associated with the 39<sup>th</sup> Avenue reconstruction project. These proposed land acquisitions costs are approximately \$110,402. Total land acquisitions in the District will cost approximately \$16,531,239.

### **Utility Relocation**

The Project Plan for Amendment #3 to TID 2 proposed the relocation of 345kV overhead electric transmission power lines (estimated to cost \$4,525,000) and for the relocation of an underground natural gas line (estimated to cost \$700,000). The relocation of the electric and gas lines were to allow the full, unimpeded development of the Uline land, west of I-94, within the District. The utilities will no longer be relocated, which will remove \$5,225,000 from the District costs.

### **Uline Site Improvements**

The continued development of the Uline corporate headquarters will involve an expenditure of \$6,034,425 for the development an approximate 1.25 million square foot warehouse/distribution facility. The infrastructure improvements associated with the construction of this second Uline campus warehouse/distribution facility will include on-site storm water facilities, a fire loop around the building, mass grading, parking and maneuvering lanes, water, sanitary sewer, landscaping and other site improvements. Total Uline site improvements in the District will cost approximately \$17,232,940.

### **Multi-Modal Transportation Lot**

The development of a Multi-Modal Transportation Lot (train, bus and automobile) as part of Amendment #4, to include commercial retail building components, to be located within LakeView Corporate Park will involve an expenditure of approximately \$1,678,000.

### **Grants & Incentives for Economic Development**

Amendment #4 grants and incentives for economic development to owners, lessees or developers within the District will involve approximately \$1,316,000.

### **Other**

Expenditures on other, miscellaneous projects in TID 2 totaled approximately \$1,704,199 for such items as the Village Green Center.

# VILLAGE OF PLEASANT PRAIRIE TAX INCREMENT DISTRICT #2 AMENDMENT NO. 4

## Statement of Findings

The Village of Pleasant Prairie finds as follows: The proposed project plan is feasible and in conformity with the master plan of the Village.

- 1) Statute 66.1105(4)(gm)(4)(a): Not less than fifty percent (50%) by area, of the real property within the proposed district, is suitable for industrial sites within the meaning of Section 66.1101 of the Wisconsin Statutes and has been zoned for industrial use.
- 2) Statute 66.1105(4)(gm)(4)(b): The improvement of the area will significantly enhance the value of substantially all other real property within the proposed district.
- 3) Statute 66.1105(4)(gm)(4)(bm): The proposed project costs within Tax Increment District #2 relate directly to promoting industrial development consistent with the purpose for which the Tax Increment District is being proposed.
- 4) Statute 66.1105(4)(17)(c): **EXCEPTIONS TO THE 12 PERCENT LIMIT. Village of Pleasant Prairie exception.** With regard to the 12 percent limit described under sub. (4)(gm)4.c., the following limit applies to the village of Pleasant Prairie:

66.1105(17)(c)2: If the village would like to amend the project plan of an existing district to add territory to that district, the sum of the following amounts may not exceed 12 percent of the total equalized value of taxable property within the village: the equalized value of the taxable property to be added to the district; the value increment of all existing districts in the village, other than Tax Incremental District Number 2; and 1.33 times the tax incremental base of Tax Incremental District Number 2.

2011 equalized value of taxable property to be added:	\$27,353,700
2011 equalized value increment of all other districts:	53,800
1.33 times the tax incremental base of the existing Tax Incremental District Number 2:	72,491,300
Combined equalized value of property to be added, increment of all other existing districts, and 1.33 times the base of Tax Incremental District 2:	99,898,800
12 percent of the total 2011 equalized value of taxable property in the village:	\$311,915,000

**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Project Cost Summary**

<b>Project</b>	<b>2012</b>	<b>2008</b>	<b>Difference</b>
Administration	\$4,048,312	\$3,052,058	\$996,254
Roadways	\$15,760,472	\$8,948,563	\$6,811,909
Storm Sewers	\$3,735,743	\$3,499,407	\$236,336
Sanitary Sewer	\$9,335,956	\$7,731,954	\$1,604,002
Water Main	\$14,256,143	\$13,747,576	\$508,567
Grading & Storm Water Management	\$4,780,741	\$3,981,720	\$799,021
Land Acquisitions	\$16,531,239	\$16,420,837	\$110,402
KABA Loan Fund	\$2,000,000	\$2,000,000	-
Dark Fiber	\$1,853,293	\$1,853,293	-
Natural Gas Line Relocation	-	\$700,000	(\$700,000)
Power Line Relocation	-	\$4,525,000	(\$4,525,000)
Uline Site Improvements	\$17,232,940	\$11,198,515	\$6,034,425
Multi-Modal Transportation Lot	\$1,678,000	-	\$1,678,000
Grants & Incentives for Economic Development	\$1,316,000	-	\$1,316,000
Other	\$1,704,199	\$1,514,562	\$189,637
<b>TOTAL FOR ALL PROJECTS</b>	<b>\$94,233,038</b>	<b>\$79,173,485</b>	<b>\$15,059,554</b>

**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Project Summary Schedule**

<b>Year</b>	<b>Planning Administration and Other</b>	<b>Project Cost</b>	<b>Total</b>
1999	\$120,917	\$93,945	\$214,862
2000	\$128,489	\$2,491,711	\$2,620,200
2001	\$143,969	\$6,326,952	\$6,470,921
2002	\$77,083	\$6,470,860	\$6,547,942
2003	\$157,930	\$5,541,556	\$5,699,486
2004	138,472	\$13,289,646	\$13,428,119
2005	\$141,270	\$2,983,648	\$3,124,918
2006	\$262,889	\$3,100,340	\$3,363,229
2007	\$684,854	\$2,208,108	\$2,892,963
2008	\$300,031	\$14,908,908	\$15,208,939
2009	\$166,554	\$10,326,212	\$10,492,766
2010	\$247,366	\$6,598,451	\$6,845,817
2011	\$203,487	\$686,514	\$890,001
2012	\$250,000	\$394,275	\$644,275
2013	\$200,000	\$7,808,600	\$8,008,600
2014	\$200,000	\$4,658,000	\$4,858,000
2015	\$200,000	\$2,297,000	\$2,497,000
2016	\$150,000		\$150,000
2017	\$125,000		\$125,000
2018	\$100,000		\$100,000
2019	\$50,000		\$50,000
<b>Total</b>	<b>\$4,048,312</b>	<b>\$90,184,727</b>	<b>\$94,233,038</b>

**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Economic Feasibility Study**

Total Project costs have increased by \$15,059,554.

A July, 2012 Economic Feasibility Study has been updated and is included as part of this Amendment #4 Project Plan.

**Summary**

Revenue Projections

Cash Flow Projections

Supporting future TID #2 Debt Service Schedules



**Village of Pleasant Prairie  
TID No. 2 - As Amended**

**Original Creation Date: July 19, 1999 - Dissolution Date: July 19, 2022**

**Revenue Projections - After Refunding on 11/01/12**

Date Prepared: 07/26/12

Amount of Change		Total Incremental Value		For	Tax	Tax	Interest	Other	Bond	Capitalized	Note	Proceeds	Total	Collection
When	How Much	As Of	Amount	Collection Year	Rate	Increment Collections	Income	Income	Premium	Interest	Refunding Proceeds	of Land Sale	Revenues	Year
				2000			34,123 (A)			600,559 (C)			634,682	2000
1999	6,987,200 (A)	01/01/00	6,987,200 (A)	2001	20.27 (A)	141,574 (A)	15,992 (A)						157,566	2001
2000	18,969,400 (A)	01/01/01	25,956,600 (A)	2002	19.33 (A)	530,340 (A)	8,610 (A)	13,111 (A)	361,254 (D)				913,315	2002
2001	47,548,600 (A)	01/01/02	73,505,200 (A)	2003	19.86 (A)	1,122,738 (B)	10,954 (A)	41,972 (A)	0				1,175,664	2003
2002	22,707,200 (A)	01/01/03	96,212,400 (A)	2004	19.36 (A)	1,867,024 (A)	11,631 (A)	53,971 (A)	0				1,932,626	2004
2003	39,998,000 (A)	01/01/04	136,210,400 (A)	2005	18.86 (A)	2,572,124 (A)	45,900 (A)	71,762 (A)	0				2,689,786	2005
2004	(5,753,500) (A)	01/01/05	130,456,900 (A)	2006	17.24 (A)	2,242,205 (A)	77,326 (A)	37,468 (A)	0				2,356,999	2006
2005	29,372,400 (A)	01/01/06	159,829,300 (A)	2007	16.83 (A)	2,689,676 (A)	73,090 (A)	13,278 (A)	0				2,776,044	2007
2006	47,011,300 (A)	01/01/07	206,840,600 (A)	2008	16.83 (A)	3,481,659 (A)	91,468 (A)	68,177 (A)	255,476 (F)		6,967,696 (G)		10,864,476	2008
2007	47,178,800 (A)	01/01/08	254,019,400 (A)	2009	17.41 (A)	4,422,515 (A)	7,440 (A)	15,480 (A)	677,496 (H)				7,122,931	2009
2008	8,463,300 (A)	01/01/09	262,482,700 (A)	2010	18.14 (A)	4,753,783 (A)	20,111 (A)	61,095 (A)					6,834,989	2010
2009	78,309,000 (A)	01/01/10	340,791,700 (A)	2011	20.27 (A)	6,903,274 (A)	28,508 (A)	43,580 (A)					10,175,362 (A)	2011
2010	4,960,000 (A)	01/01/11	344,431,600 (A)	2012	21.02 (A)	7,240,116 (A)	20,000 (E)				2,800,000 (J)		10,060,116	2012
2011	12,459,100 (E)	01/01/12	356,890,700 (E)	2013	21.25 (E)	7,583,927 (E)	20,000						7,603,927	2013
2012	25,891,300 (E)	01/01/13	382,782,000	2014	21.25	8,134,118	20,000						8,506,918	2014
2013	43,384,200 (E)	01/01/14	426,166,200	2015	21.25	9,056,032	20,000					2,150,000	12,726,032	2015
2014	26,032,700 (E)	01/01/15	452,198,900	2016	21.25	9,609,227	20,000					0	9,629,227	2016
2015	46,309,800 (E)	01/01/16	498,508,700	2017	21.25	10,593,310	20,000					2,150,000	12,763,310	2017
2016	26,180,300 (E)	01/01/17	524,689,000	2018	21.25	11,149,641	20,000					0	11,169,641	2018
2017	49,364,200 (E)	01/01/18	574,053,200	2019	21.25	12,198,631						5,250,000	17,448,631	2019
2018	26,333,800 (E)	01/01/19	600,387,000	2020	21.25	12,758,224							12,758,224	2020
2019	52,553,000 (E)	01/01/20	652,940,000	2021	21.25	13,874,975							13,874,975	2021
2020	26,493,600 (E)	01/01/21	679,433,600	2022	21.25	14,437,964							14,437,964	2022
2021	55,882,100 (E)	01/01/22	735,315,700	2023	21.25	15,625,459							15,625,459	2023
						<u>147,363,076</u>	<u>565,153</u>	<u>419,894</u>	<u>1,294,226</u>	<u>600,559</u>	<u>9,767,696</u>	<u>9,550,000</u>	<u>9,052,800</u>	<u>194,238,862</u>

(A) Actual

(B) \$1,491,802 less transfer of \$369,064 to terminated TID No. 3 = \$1,122,738

(C) Issue dated 01/31/00 - \$5,600,000 G.O. Promissory Notes

(D) \$305,828 from \$8,250,000 BAN dated 10/15/02 and \$55,426 from \$1,789,000 portion of \$4,385,000 G.O. issue dated 10/15/02

(E) Estimated by the Village and updated on 07/25/12

(F) Premium received \$470,037 on \$9,525,000 Series 2008A Notes dated 02/19/08 less issuance costs of \$214,561 = \$255,476

(G) Total proceeds of \$7,467,696 received at closing for \$7,625,000 Taxable G.O. Promissory Notes Series 2008D dated 06/16/08 less \$500,000 to TID No. 2 Capital Projects Fund

(H) 2009A Notes dated 01/21/09 = \$100,955; 2009B Notes dated 02/19/09 = \$576,541; total of \$677,496

(J) Proceeds from partial refunding on 11/01/12 of 02/01/13 maturity of \$9,525,000 G.O. Promissory Notes dated 02/19/08.

NOTE: TID No. 2 Base Value = \$54,504,700

**Village of Pleasant Prairie  
TID No. 2 - As Amended**

**Original Creation Date: July 19, 1999 - Dissolution Date: July 19, 2022**

**Cash Flow Projections - After Refunding on 11/01/12 and Projected New Debt**

Date Prepared: 07/27/12

Collection Year	Total Revenues	Existing Debt								Total Existing Debt Service	Fund Balance	Projected New Debt				Transfer to Capital Project Fund	Net Fund Balance	Collection Year
		Previous Debt Issues Not Outstanding 12/31/11	(B) Ref. Bonds G.O. 05/03/04	\$10,355,000 G.O. 02/19/08	\$9,525,000 G.O. 02/19/08	\$7,625,000 Taxable G.O. 06/16/08	\$6,000,000 G.O. 01/21/09	\$10,800,000 of \$20,700,000 Series 2009B Prom. Notes 02/19/09	\$6,735,000 Taxable G.O. Prom. Notes (With BAB Subsidy) 09/01/10			(F) Less Projected \$2,800,000 G.O. Ref. Bonds 11/01/12	(G) Less Projected \$6,610,000 G.O. Prom. Notes 06/01/13	(H) Less Projected \$4,860,000 G.O. Prom. Notes 06/01/14	(J) Less Projected \$2,500,000 G.O. Prom. Notes 06/01/15			
			Callible 09/01/15	Callible 09/01/14	Callible 02/01/12	Callible 09/01/11	N/C	Callible 09/01/17	N/C									
2000	634,682	257,522							257,522	377,160						377,160	2000	
2001	157,566	308,000							308,000	226,726						226,726	2001	
2002	913,315	526,544							526,544	613,497						613,497	2002	
2003	1,175,664	1,423,961							1,423,961	365,200						365,200	2003	
2004	1,932,626	1,347,118	227,232						1,574,350	723,476						723,476	2004	
2005	2,689,786	1,615,993	693,250						2,309,243	1,104,019						1,104,019	2005	
2006	2,356,999	1,796,381	693,250						2,489,631	971,387						971,387	2006	
2007	2,776,044	3,001,508	693,250						3,694,758	52,673						52,673	2007	
2008	10,864,476	10,958,483	693,250	221,667	175,106				12,048,506	(1,131,357)						(1,131,357)	2008	
2009	7,122,931	1,415,000	693,250	415,625	389,125	377,151	122,986	250,053	3,663,190	2,328,384 (A)					2,328,384	2009		
2010	6,834,989	4,010,781	693,250	415,625	389,125	312,125	201,250	468,850	6,491,006	2,672,367 (A)					2,672,367	2010		
2011	10,175,362	1,788,281	693,250	415,625	389,125	5,087,125	201,250	468,850	9,197,968	3,649,761 (A)					3,649,761	2011		
2012	10,060,116		693,250	415,625	7,874,563 (D)	2,971,125 (C)	201,250	468,850	12,767,243	942,634					942,634	2012		
2013	7,603,927		693,250	3,015,625	2,050,000 (E)		1,701,250	468,850	8,071,556	475,005	91,000				384,005	2013		
2014	8,506,918		693,250	4,006,125			2,152,500	468,850	7,463,306	1,518,617	379,500	297,450			750,667	2014		
2015	12,726,032		4,693,250	4,282,500 (C)			2,587,500	468,850	12,174,681	2,069,968	173,500	198,300	291,600		638,618	2015		
2016	9,629,227		4,493,250 (C)					3,468,850	8,104,681	3,594,513	761,500	198,300	194,400	187,500	150,000	671,463	2016	
2017	12,763,310		6,158,250 (C)					4,003,500	11,294,548	5,063,275	740,500	198,300	194,400	125,000	125,000	757,025	2017	
2018	11,169,641							4,357,500 (C)	10,154,008	6,078,908	325,500	198,300	194,400	125,000	100,000	829,458	2018	
2019	17,448,631								0	23,527,539	710,500	6,709,150	4,957,200	2,562,500	50,000	3,288,739	2019	
2020	12,758,224								0	36,285,763						16,046,963	2020	
2021	13,874,975								0	50,160,738						29,921,938	2021	
2022	14,437,964								0	64,598,702						44,359,902	2022	
2023	15,625,459								0	80,224,160						59,985,360	2023	
	<u>194,238,862</u>	<u>28,449,572</u>	<u>22,504,482</u>	<u>13,188,417</u>	<u>11,267,044</u>	<u>8,747,526</u>	<u>7,167,986</u>	<u>14,893,003</u>	<u>7,796,672</u>	<u>114,014,702</u>	<u>3,182,000</u>	<u>7,799,800</u>	<u>5,832,000</u>	<u>3,000,000</u>	<u>425,000</u>			

(A) Actual

(B) Represents Refinancing of \$5,600,000 G.O. Notes dated 01/31/00 and \$8,250,000 Revenue BANs dated 10/15/02 on 05/03/04

(N/C) Non-Callable

(C) Year that is callable

(D) Includes \$5,093,563 of principal and interest due in 2012 and \$2,800,000 of principal and \$35,000 of interest of the 02/01/13 maturity being refunded on 11/01/12

(E) Includes principal and interest due 02/01/13 after partial refunding of 02/01/13 maturity on 11/01/12.

(F) Represents the partial refunding of the 02/01/13 maturity of \$9,525,000 G.O. Promissory Notes dated 02/19/08.

(G) 2013 Project Plan Expenditures \$8,008,600 less \$1,396,725 funds on hand = \$6,611,875. Use \$6,610,000.

(H) 2014 Project Plan Expenditures \$4,858,000. Use \$4,860,000.

(J) 2015 Project Plan Expenditures \$2,497,000. Use \$2,500,000.

**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Determination of Historic Percent of Tax Rate  
For Overlapping Taxing Districts**

Budget Year	Village	All School Districts	Gateway Technical College	Kenosha County	Total
2012	4.01	9.37	1.41	4.73	19.52
2011	3.99	9.28	1.41	4.64	19.32
2010	3.40	7.64	1.26	4.12	16.42
2009	3.38	7.54	1.24	4.07	16.23
2008	3.27	7.51	1.24	4.12	16.14
2007	3.10	7.14	1.22	3.94	15.40
	21.15	48.48	7.78	25.62	103.03

		Percent of Total
Village	21.15	20.53%
Kenosha Unified School District	48.48	47.05%
Gateway Technical College	7.78	7.55%
Kenosha County	25.62	24.87%
	103.03	100.00%

**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Share of Tax Increments Paid by Other Taxing Entities**

Year	Projected Tax Increment	All School Districts 47.05%	Kenosha County 24.87%	Gateway Technical Institute 7.55%
2013	7,517,171	3,536,829	1,869,520	567,546
2014	8,067,361	3,795,693	2,006,353	609,086
2015	8,989,275	4,229,454	2,235,633	678,690
2016	9,542,470	4,489,732	2,373,212	720,456
2017	10,526,553	4,952,743	2,617,954	794,755
2018	11,082,884	5,214,497	2,756,313	836,758
2019	12,131,874	5,708,047	3,017,197	915,956
2020	12,691,467	5,971,335	3,156,368	958,206
2021	13,808,218	6,496,767	3,434,104	1,042,520
2022	14,371,207	6,761,653	3,574,119	1,085,026
2023	15,558,702	7,320,369	3,869,449	1,174,682
	<u>124,287,182</u>	<u>58,477,119</u>	<u>30,910,222</u>	<u>9,383,682</u>

**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Description of Financing Methods and  
When such Costs are to be Incurred**

The Village may issue general obligation promissory notes or general obligation refunding bonds to finance project costs. The general obligation promissory note financings will occur in the years that project costs will be expended as detailed in the project plan. All the debt, being general obligation, will count against the Village of Pleasant Prairie legal debt limitations.

Land sales and grants will also be used to fund project costs. Land acquired along I-94, owned by the Community Development Authority (CDA) will be sold within the next six (6) years.

## Village of Pleasant Prairie

\$2,800,000.00 G.O. Refunding Bonds, Series 2012B

Dated 11/01/12

TID No. 2 Projection @ 3.0%

### Debt Service Schedule

<b>Calendar Year</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
2012	-	-	-	-
2013	-	-	91,000.00	91,000.00
2014	300,000.00	3.000%	79,500.00	379,500.00
2015	100,000.00	3.000%	73,500.00	173,500.00
2016	700,000.00	3.000%	61,500.00	761,500.00
2017	700,000.00	3.000%	40,500.00	740,500.00
2018	300,000.00	3.000%	25,500.00	325,500.00
2019	700,000.00	3.000%	10,500.00	710,500.00
-	<b>\$2,800,000.00</b>	-	<b>\$382,000.00</b>	<b>\$3,182,000.00</b>

### Yield Statistics

Bond Year Dollars	\$12,733.33
Average Life	4.548 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	3.0000000%
True Interest Cost (TIC)	2.9994891%
Bond Yield for Arbitrage Purposes	2.9994891%
All Inclusive Cost (AIC)	2.9994891%

### IRS Form 8038

Net Interest Cost	3.0000000%
Weighted Average Maturity	4.548 Years

2012 - \$2.8M Ref Bonds | SINGLE PURPOSE | 7/26/2012 | 2:18 PM

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## Village of Pleasant Prairie

\$2,500,000.00 G.O. Promissory Notes, Series 2015

Dated 06/01/2015

TID No. 2 Projection @ 5.0%

### Debt Service Schedule

Calendar Year	Principal	Coupon	Interest	Total P+I
2015	-	-	-	-
2016	-	-	187,500.00	187,500.00
2017	-	-	125,000.00	125,000.00
2018	-	-	125,000.00	125,000.00
2019	2,500,000.00	5.000%	62,500.00	2,562,500.00
-	<b>\$2,500,000.00</b>	-	<b>\$500,000.00</b>	<b>\$3,000,000.00</b>

### Yield Statistics

Bond Year Dollars	\$10,000.00
Average Life	4.000 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	5.0000000%
True Interest Cost (TIC)	4.9834647%
Bond Yield for Arbitrage Purposes	4.9834647%
All Inclusive Cost (AIC)	4.9834647%

### IRS Form 8038

Net Interest Cost	5.0000000%
Weighted Average Maturity	4.000 Years

2015 - \$2.5M G.O. Notes | SINGLE PURPOSE | 7/26/2012 | 2:24 PM

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## Village of Pleasant Prairie

\$4,860,000.00 G.O. Promissory Notes, Series 2014

Dated 06/01/2014

TID No. 2 Projection @ 4.0%

### Debt Service Schedule

Calendar Year	Principal	Coupon	Interest	Total P+I
2014	-	-	-	-
2015	-	-	291,600.00	291,600.00
2016	-	-	194,400.00	194,400.00
2017	-	-	194,400.00	194,400.00
2018	-	-	194,400.00	194,400.00
2019	4,860,000.00	4.000%	97,200.00	4,957,200.00
-	<b>\$4,860,000.00</b>	-	<b>\$972,000.00</b>	<b>\$5,832,000.00</b>

### Yield Statistics

Bond Year Dollars	\$24,300.00
Average Life	5.000 Years
Average Coupon	4.0000000%
Net Interest Cost (NIC)	4.0000000%
True Interest Cost (TIC)	3.9914592%
Bond Yield for Arbitrage Purposes	3.9914592%
All Inclusive Cost (AIC)	3.9914592%

### IRS Form 8038

Net Interest Cost	4.0000000%
Weighted Average Maturity	5.000 Years

2014 - \$4.86M G.O. Notes | SINGLE PURPOSE | 7/26/2012 | 2:22 PM

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## Village of Pleasant Prairie

\$6,610,000.00 G.O. Promissory Notes, Series 2013

Dated 06/01/2013

TID No. 2 Projection @ 3.0%

### Debt Service Schedule

<b>Calendar Year</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
2013	-	-	-	-
2014	-	-	297,450.00	297,450.00
2015	-	-	198,300.00	198,300.00
2016	-	-	198,300.00	198,300.00
2017	-	-	198,300.00	198,300.00
2018	-	-	198,300.00	198,300.00
2019	6,610,000.00	3.000%	99,150.00	6,709,150.00
-	<b>\$6,610,000.00</b>	-	<b>\$1,189,800.00</b>	<b>\$7,799,800.00</b>

#### Yield Statistics

Bond Year Dollars	\$39,660.00
Average Life	6.000 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	3.0000000%
True Interest Cost (TIC)	2.9960011%
Bond Yield for Arbitrage Purposes	2.9960011%
All Inclusive Cost (AIC)	2.9960011%

#### IRS Form 8038

Net Interest Cost	3.0000000%
Weighted Average Maturity	6.000 Years

2013 - \$6.61M G.O. Notes | SINGLE PURPOSE | 7/26/2012 | 2:20 PM

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**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Proposed changes of  
Village Zoning Ordinances, Village Master Plan,  
Village Master Plan Map,  
Municipal Building Codes and Village Ordinances**

Amendment #4 proposes no changes to Village Zoning Ordinances, Village Master Plan, Village Master Plan Map, Municipal Building Codes, or Village Ordinances.

**Non-Project Costs**

There are no non-project costs associated with the Amendment #4 improvements that will be constructed in Tax Increment District No. 2.

**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Relocation Plan of Displaced Persons and/or Property**

There will be no relocation of displaced persons or property resulting from the activities associated with and outlined in this Amendment #4 Project Plan to Tax Incremental District #2.

# **VILLAGE OF PLEASANT PRAIRIE TAX INCREMENT DISTRICT #2 AMENDMENT #4**

## **Promotion of the Orderly Development of the Village of Pleasant**

This 4<sup>th</sup> Amendment of TID #2 will promote the orderly development of the Village of Pleasant Prairie:

- 1) Through the continuance of directing development within the boundaries of TID #2 whereby the development of the land within TID #2 will increase the tax increment revenue.
- 2) Through obtaining the desired industrial development within the TID where the development would not have occurred but for the creation of the TID.
- 3) By following the guidelines of the adopted Village of Pleasant Prairie, Wisconsin 2035 **Comprehensive Plan ("Plan")**, which includes the Master Land Use Plan and is the community's guide and framework for the planning of future orderly growth and development. **The Plan, which complies with Wisconsin's Smart Growth Laws, was** adopted by the Village Board by Ordinance #09-59 on December 21, 2009. The Plan reflects the need for quality industrial development along the both the east and west side of the I-94 corridor and within the LakeView East and West Corporate Park located east of I-94. The orderly development of industrial land uses in these areas will take advantage of existing transportation facilities and will not have any deleterious effects on different land uses within the Village of Pleasant Prairie. The Plan sets forth and promotes specific economic development goals along with objectives and recommendations to achieve the overall goals of the Plan. Some of the goals, objectives and recommendations that are pertinent to this Amendment #4 to TID #2 in promoting the orderly development of the Village are to:
  - Promote an adequate number of jobs in the Village to serve the projected 2035 population of 31,205 persons.
  - Promote the addition of approximately 17,875 jobs in the Village through the comprehensive plan design year of 2035, for a total of approximately 28,871 jobs in 2035.
  - Promote an adequate supply of workers to meet the employment needs of businesses located in the Village.
  - Encourage business development that provides a living wage for its employees and enables employees to afford housing.
  - Attract desirable businesses to the Village and maintain and enhance the positive attributes or strengths of the Village for attracting desirable businesses.
  - Retain and grow existing businesses in the Village.
  - Consider the use of Tax Increment Finance Districts to continue to attract industrial, commercial and mixed use developments.
  - Promote commercial and industrial development in business/industrial parks and existing Tax Increment Finance Districts as discussed in this Chapter.
  - Promote economic development incentives to attract businesses to Kenosha County and to retain existing businesses.

- Encourage Kenosha County to continue administration of the Kenosha County Revolving Loan Fund to create employment opportunities, encourage private investment, and provide a means to finance new and expanding businesses, including small businesses.
- Promote the development of new businesses, or business expansion, in areas with existing infrastructure and community services, or in areas near or contiguous to existing service areas that can readily be served by extending infrastructure.

**VILLAGE OF PLEASANT PRAIRIE  
TAX INCREMENT DISTRICT #2  
AMENDMENT #4**

**Legal Description**

Part of Sections 18, 19, 20, 21, 22, 23, 27, 28, 29 and 30 in Town 1 North, Range 22 East & part of Sections 13, 24, & 25 in Town 1 North, Range 21 East of the 4th principle meridian said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, more accurately described as follows:

Commence at the NE corner of Lot 1 Certified Survey Map 2686, said survey map being located in the NW ¼ of section 22 Town 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin; thence westerly **1,489.59'** along the north line of said lot and the north line of Lot 4 of CSM 2357 to a point in intersection with the east line of the Union Pacific Railroad ROW and being the NW corner of Lot 4 of CSM 2357; thence southerly along the east line of the Union Pacific Railway to a point east of the south line of Outlot 11 CSM 1935 extended; thence westerly along the south line of Outlot 44 CSM 1935 to the east line of 80<sup>th</sup> Avenue; thence northerly along the east line of 80<sup>th</sup> Avenue to a point of intersection with the south line of State Trunk Highway 165; thence west across the 80<sup>th</sup> Street ROW to a point of intersection with Parcel 89 of CSM 2193; thence westerly along the south line of STH 165 to a point of intersection with the east line of 82<sup>nd</sup> Avenue; thence southerly along the east line of 82<sup>nd</sup> Avenue to a point of intersection with the north line of Lot 1 CSM 2636 extended; thence westerly to the NW corner of Lot 1 CSM 2636; thence southerly **430.0'**; thence west **95.0'** to the NW corner of outlot 19 of CSM 2111; thence south **434.99'** to the north line of 107<sup>th</sup> Street; thence westerly & northerly along the north line of 107th Street and the east line of 86th Avenue to the NW corner of Parcel 63 of CSM 1861; thence westerly along the south line of STH 165 to the northern extent of the east line of Lot 99 CSM 2339 also being the SW corner of the intersection of STH 165 and 88<sup>th</sup> Avenue; thence continue north along the extended east line of said parcel, across STH 165 ROW, to the southern extent of the east line of parcel 6 Certified Survey Map 1328; continue north along the east line of 88<sup>th</sup> Avenue to a point being the NE corner of parcel 61 Certified Survey Map 1862; thence west 377.33 feet along the north line of said parcel to the NE corner of lot 60 CSM 1862; continue westerly 360.54 feet along the north line of parcel 60 CSM 1862 to the NW corner of said parcel and point of intersection with the east ROW line of the Canadian Pacific Railroad; thence northeasterly along the west right-of-way line to a point of intersection with the west right-of way line of 88<sup>th</sup> Avenue; thence north from this point along the western right-of-way line of 88<sup>th</sup> Avenue to a point of intersection with Terwall Terrace also being the NE most corner of Lot 2 CSM 1806; thence westerly, southerly, and westerly to the point on intersection with the north line of STH 165 also being the SW corner of Lot 2 CSM 1806; thence northwesterly across the Terwall Terrace ROW to the NE corner of Outlot 1 CSM 2680; thence westerly along the north line of Outlot 1 CSM 2680 to the SE corner of Parcel 13 CSM 1628; thence North along the east line of Parcel 13 CSM 1628 **381.75'**; thence West along the north line of Parcel 13 CSM 1628 **175.0'**; thence northwesterly along the northern line of Parcel 13 CSM 1628 to a point being the east right-of-way line of Interstate Highway 94; thence

Northerly along the east right-of-way line of Interstate 94 to a point of intersection with the south line of lot 22 Certified Survey Map 2177; thence southeasterly along the south line of lot 22 CSM 2177 to the southeastern most point of said parcel; thence northerly along the east line of lot 22 CSM 2177 to a point of intersection with the south line of Outlot 1 CSM 2667 also being the south line of NW ¼ of Section 19, T1N, R22E and said point being 976.02' east of the W ¼ of Section 19, T1N, R22E; thence west along the south line of NW ¼ of Section 19, T1N, R22E to the SE corner of Lot 1 CSM 2667; thence northerly along the east line of Lot 1 CSM 2667 to the NE corner of said lot; thence west along the north line of Lot 1 CSM 2667 to the east right-of-way line of Interstate Highway 94; thence Northerly along the east right-of-way line of Interstate 94 to a point in the NW ¼ of SW ¼ of Section 18, T1N, R22E, said point also known as the northern most point of Parcel 92-4-122-183-0160; thence continue Northwesterly along the extended east line of Parcel 92-4-122-183-0160 to a point of intersection with the centerline of County Trunk Highway "C" (Wilmot Rd); thence Southwesterly along the centerline of County Trunk Highway "C" (Wilmot Rd) crossing Interstate 94 and continuing to a point of intersection with the centerline of 128th Ave; said point located in the SW ¼ of the SE ¼ of Section 13, T1N, R21E; thence South along the centerline of 128th Ave to the S 1/4 corner of Section 13, T1N, R21E, said point also known as the N ¼ corner of Section 24, T1N, R21E; thence West along the north line of the NW ¼ of Section 24, T1N, R21E to the west line of the E ½ of the NW ¼ ; thence South along the west line of the E ½ of the NW ¼ and continue south along the west line of the E ½ of the SW ¼ of Section 24, T1N, R21E to the south line of Section 24, T1N, R21E said point also known as the north line of the NW ¼ of Section 25, T1N, R21E; thence West along the north line of Sec 25, T1N, R21E to a point that is 627.0' east of the NW corner of the NW ¼ of said section; thence South 555.98' to a point 627.0' east of the west line of the NW ¼ of Section 25, T1N, R21E; thence west 393.96' to a point 233.04' east of the west line of section 25, T1N, R21E; thence south 2,750.14' to a point 233.04' east of west line of Section 25, T1N, R21E; thence east 1,095.36' to a point; thence South 1,323.91 feet along the west line of the NE ¼ of the SW ¼ to the SW corner of the NE ¼ of the SW ¼ of said section; thence east 3,639.88 feet to a point of intersection with the west right-of-way line of Interstate Highway 94; thence continued East along the extended north line of lot A Certified Survey Map 603 to a point of intersection with the east right-of-way line of Interstate Highway 94; thence North along east right-of-way line of Interstate Highway 94 to the intersection of the north line of parcel 4 Certified Survey Map 1947, said Certified Survey Map being located in the NW ¼ of Section 30, T1N, R22E; thence East along north line of parcel 4 Certified Survey Map 1947 to the NE corner of lot 4 Certified Survey Map 1947; thence South along the east line of lot 4 Certified Survey Map 1947 to the north line of 108th St; thence East along the north line of 108th Street to the west line of Certified Survey Map 1819 extended North; thence South along the west line of Certified Survey Map 1819 extended North and the west line of Certified Survey Map 1819 to the SW corner of Certified Survey Map 1819; thence continue South along the west line of parcel 2 Certified Survey Map 1442 to the NW corner of parcel 1 Certified Survey Map 1442; thence East along the north line of parcel 1 Certified Survey Map 1442 to the NE corner of parcel 1 Certified Survey Map 1442; thence South along the east line of parcel 1 Certified Survey Map 1442 to the SE corner of Parcel CSM 1442; thence west along the south line of Parcel 1 CSM 1442 to the SW corner of said parcel; thence north 24.75' along the west line of Parcel 1 CSM

**1442; thence west 93.79'** along the north line of vacated 110<sup>th</sup> Street; thence south **94.29'** along the west line of vacated 110<sup>th</sup> Street; thence east **274.0'** along the south line of vacated 110<sup>th</sup> Street; thence north **34.87'**; thence east **267.76'** along the south line of vacated 110<sup>th</sup> Street; thence north **59.51'** to the NE corner of vacated 110<sup>th</sup> Street said point also being the NW corner of the eastern extent of the dedicated 110<sup>th</sup> Street; thence East along the north line of 110th Street to the SE corner of parcel 20 Certified Survey Map 1699; thence North along the east line of parcels 20 of Certified Survey Map 1699 to the NE corner of parcel 20 Certified Survey Map 1699; thence West along the north line of parcel 20 Certified Survey Map 1699 to the SE corner of Parcel 18 of CSM 1699, thence North along the east line of parcel 18 Certified Survey Map 1699 to the NE corner of parcel 18 Certified Survey Map 1699; thence Northwesterly along the north line of parcel 18 Certified Survey Map 1699 to the east line of Corporate Drive; thence northeasterly **90.13'** along the east line of Corporate Drive to the SW corner of Parcel 11 CSM 1700; Thence easterly along the south line of said parcel to the SE corner of Lot 11 CSM 1700; thence northerly along the east line of said parcel and continue northerly along the east line of Parcel 23 CSM 1700 to the **NE corner of said parcel; thence east 427.80'** to the NE corner of Parcel 24 CSM 1817; **thence south 161.92'** along the east line of said parcel to the SE corner of said parcel; thence southwesterly to the SW corner of Parcel 24 CSM 1817 and intersection with the east line of Corporate Drive; thence westerly on the south line of Parcel 24 CSM 1817 extended to the west line of Corporate Drive; thence Northerly along the west line of Corporate Drive to the NE corner of parcel 15 Certified Survey Map 1489; thence West along the north line of parcel 15 Certified Survey Map 1489 to the NW corner of said parcel; thence south along the west line of parcel 15 Certified Survey Map 1489 to the north line of parcel 16 Certified Survey Map 1701; thence west along the north line of parcel 16 CSM 1701 to the northwest corner of said parcel; thence south along the west line of parcel 16 of CSM 1701 to the southwest corner of said parcel; thence southwesterly along the north line of outlot 1 CSM 1362 to a point being on the east line of parcel 92-4-122-302-**0150 and being 185'** north of the southeast corner of outlot 1 CSM 1362; thence North along the west line of parcel 17 Certified Survey Map 1701, and parcel 14 Certified Survey Map 1489 to the south line of State Trunk Highway 165; thence north along the extended west line of parcel 14 CSM 1489 to the north line of State Trunk Highway 165; thence east along the south line of parcel 13 Certified Survey Map 1628 to the southwest corner of outlot 4 CSM 1628; **thence north 80'** along the west line of outlot 4 CSM 1628 to the northwest corner of said outlot; **thence northeasterly 200'** along the north lines of outlot 1 CSM 1628 and parcel 1 CSM 1332 to the northeast corner of parcel 1 CSM 1332; **thence southerly 80'** along the east line of said parcel to the north line of State Trunk Highway 165, said point also known as the southeast corner of parcel 1 CSM 1332; thence easterly along the north line of STH 165 to a point of intersection with the west line of Terwall Terrace; continue easterly across Terwall Terrace and along the north line of STH 165 to the SW corner of Outlot 1 CSM 2681; thence continue easterly along the north line of STH 165 to the SE corner of parcel 7 of CSM 1328 located in the SE ¼ of the SE ¼ of Section 20, T1N, R22E; thence southwesterly to a point of intersection with the south right-of-way line of State Trunk Highway 165 and the NW corner of Parcel 99 of Certified Survey Map 2339; ; thence southerly along the west lines of Parcel 99 and Parcel 98 of CSM 2339; thence easterly along the south line of Parcel 98 of CSM 2339; thence southerly along the west line of 88<sup>th</sup> Street ROW to the NE corner of Parcel 70

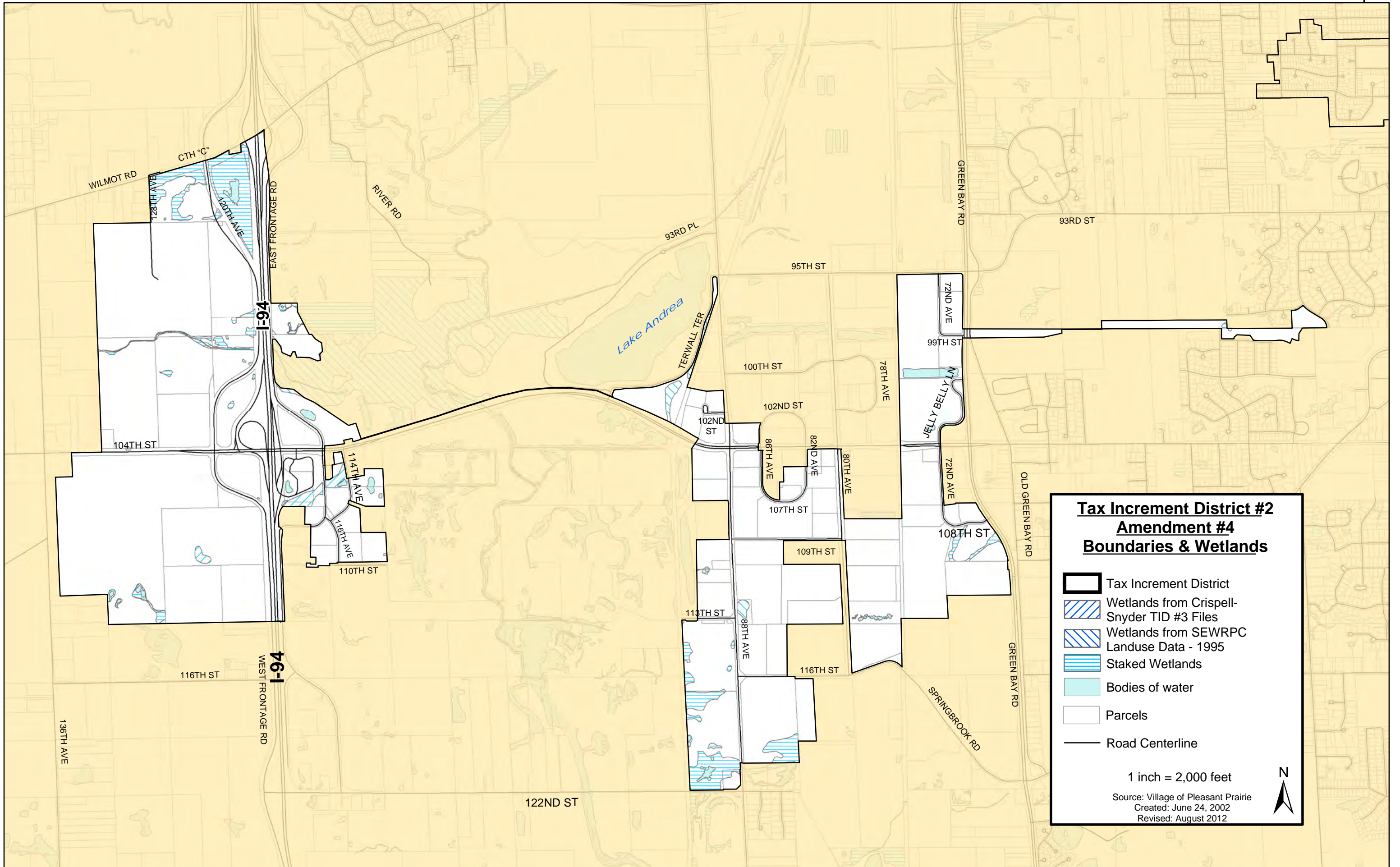


CSM 1988; thence westerly along the north line of Parcel 70 of CSM 1988; thence southerly along the west line of Parcel 70 of CSM 1988, Parcel 71 of CSM 1989, and Parcel 72 of CSM 1989 to a point of intersection with the north line of 133th Street also being the SW corner of Parcel 72 CSM 1989; **Continue south 70.0' to the SW corner of the 133th Street ROW said point being 100.61' west of the NW corner of Outlot 29** CSM 2470; thence westerly along the south line of Outlot 10 of CSM 1988 to a point of intersection with the east line of the Canadian Pacific Rail System ROW; thence southerly along the East line of the Canadian Pacific Rail to the north line of 122nd Street; thence easterly along the north line of 122nd Street to the west line of 88th Avenue; thence northerly along the west line of 88th Avenue to a point west of the south line of parcel 92-4-122-332-0251 extended; thence east across 88<sup>th</sup> Avenue and along the south line of 92-4-122-332-0251 to the SE corner of said parcel; thence north along the east line of 92-4-122-332-0251 to the SW corner of Lot 2 CSM 2622; **thence east 418.63' to the SE corner of said lot; thence north along the east ling of Lot 2** CSM 2622 to a point of intersection with the south line of 116<sup>th</sup> Street ROW; thence west to the east line of 92-4-122-332-0251; thence north along the extended east line of 92-4-122-332-0251 to the centerline of the 116<sup>th</sup> Street ROW; thence west along the 116<sup>th</sup> Street centerline to a point of intersection with the west line of Parcel 65 CSM 1937 extended; thence northerly along the west line of Parcel 65 of CSM 1937; thence easterly along the north line of Parcel 65 of CSM 1937 to the west line of the 80<sup>th</sup> Avenue ROW; thence northerly along the west line of 80<sup>th</sup> Avenue to the SE corner of Lot 78 CSM 2048; thence westerly along the south line of Parcel 78 of CSM 2048; thence northerly along the west line of Parcel 78 of CSM 2048; thence easterly along the north line of Parcel 78 of CSM 2048, across the 80<sup>th</sup> Street ROW to a point of intersection with the NW corner of Lot 83 CSM 2008; thence southerly along the west lines of Lot 83 of CSM 2008, Parcel 64 CSM 1926, Outlot 15 CSM 2130, and Parcel 77 CSM 2130 to a point of intersection with the north line of CTH ML; thence northeasterly and then southeasterly along the north line CTH ML to the SE corner of Outlot 20 CSM 2130 also being a point of intersection with the west line of the Union Pacific Railroad; thence north along the west line of the Union Pacific Railroad to a point of intersection of the south line of Parcel 10 CSM 2286 extended west; thence east along the south line of Parcel 10 CSM 2286 to the SE corner of said parcel; thence northerly 528 feet to the SW corner of Parcel 2 of CSM 1971; thence easterly along the south line of Parcel 2 of CSM 1971 to the west line of State Trunk Highway 31 "relocated"; thence northerly along the west line of State Trunk Highway 31 "relocated" to the south line of 92-4-122-272-0401; thence west along the south line of 92-4-122-272-0401 to the **SW corner of said parcel; thence south 17.16' to the SE corner of NE corner of Lot 1** CSM 2636; thence westerly along the south line of said parcel to the EW corner of Lot 1 CSM 2636 also being a point of intersection with the east line of the 72<sup>nd</sup> Avenue ROW; thence north along the east line of 72<sup>nd</sup> Avenue to a point on intersection with the south line of STH 165; thence north across STH 165 to the SW corner of Lot 12 CSM 2343; thence along the east and then south and then the east line of Jelly Belly Lane to a point of intersection with the west line of STH 31 "relocated"; **thence north along the west line of STH 31 "relocated" to the south line of 99<sup>th</sup> Street**; thence east along the extended south line of 99<sup>th</sup> Street to a point on the east line of Old Green Bay Road; thence southerly along the east line of Old Green Bay Road to the SW corner of 92-4-122-223-0002; thence easterly along the south line of 92-4-122-223-0002 to a point of intersection with the east line of the SW ¼ of Section 22 T1N R22E;

thence north along said  $\frac{1}{4}$  section line to the SW corner of Outlot 1 CSM 2683 said point being 10.01 feet south of the center of Section 22 T1N R22E; thence east **925.84'** along the south line of Outlot 1 CSM 2683 to the SE corner of said outlot also being a point of intersection with the north line of SE  $\frac{1}{4}$  of Section 22 T1N R22E; thence east 2,742.98' **along the south line of parcel 92-4-122-221-0010** to the NW corner of parcel 92-4-122-233-0027; thence south along the west line of parcel 92-4-122-233-0027 to the SW corner of said parcel; thence easterly along the south line of 92-4-122-233-0027 to the SE corner of said parcel; thence northerly along the east line of 92-4-122-233-0027 to the NE corner and a point of intersection with the south line of the **NE  $\frac{1}{4}$  of Section 23 T1N R22E said point being 236.57' east of the center of said Section 23;** thence east along the south line of the NE  $\frac{1}{4}$  of Section 23 T1N R22E to the SE corner of parcel 92-4-122-231-0476; thence northwesterly along the west line of 43<sup>rd</sup> Avenue to the northernmost point of 92-4-122-231-0476; thence southwestwardly to the NW corner of 92-4-122-231-**0476; thence south 411.63' along the west side of 92-4-122-231-0476** to the center of Section 23 T1N R22E; thence west to the SE corner of parcel 92-4-122-221-**0010; thence north 190.17' along the east line of 92-4-122-221-0010 to the NE corner of said parcel; thence west 2,885.6'** along the north line of 92-4-122-221-0010 to the NW corner of said parcel; thence south along the west line of 92-4-122-221-0010 to the NW corner of Outlot 1 CSM **2683; thence easterly 925.96' to the center of Section 22 T1N R22E also being the NE corner of 92-4-122-223-0002;** thence west along the south line of the NE  $\frac{1}{4}$  of Section 22 T1N R22E to a point of intersection with the **west line of STH 31 "relocated";** thence **north along the west line of STH 31 "relocated" to the NE corner of Lot 1 Certified Survey Map 2686 and point of beginning.**

All areas within the described District boundaries which are identified as wetlands on a map under Section 23.32, Wisconsin Statutes, are excluded from the District in accordance with Section 66.1105(2)(k), Wisconsin Statutes. Those wetland areas are identified on the District boundary map included in the Project Plan, subject to final field mapping.

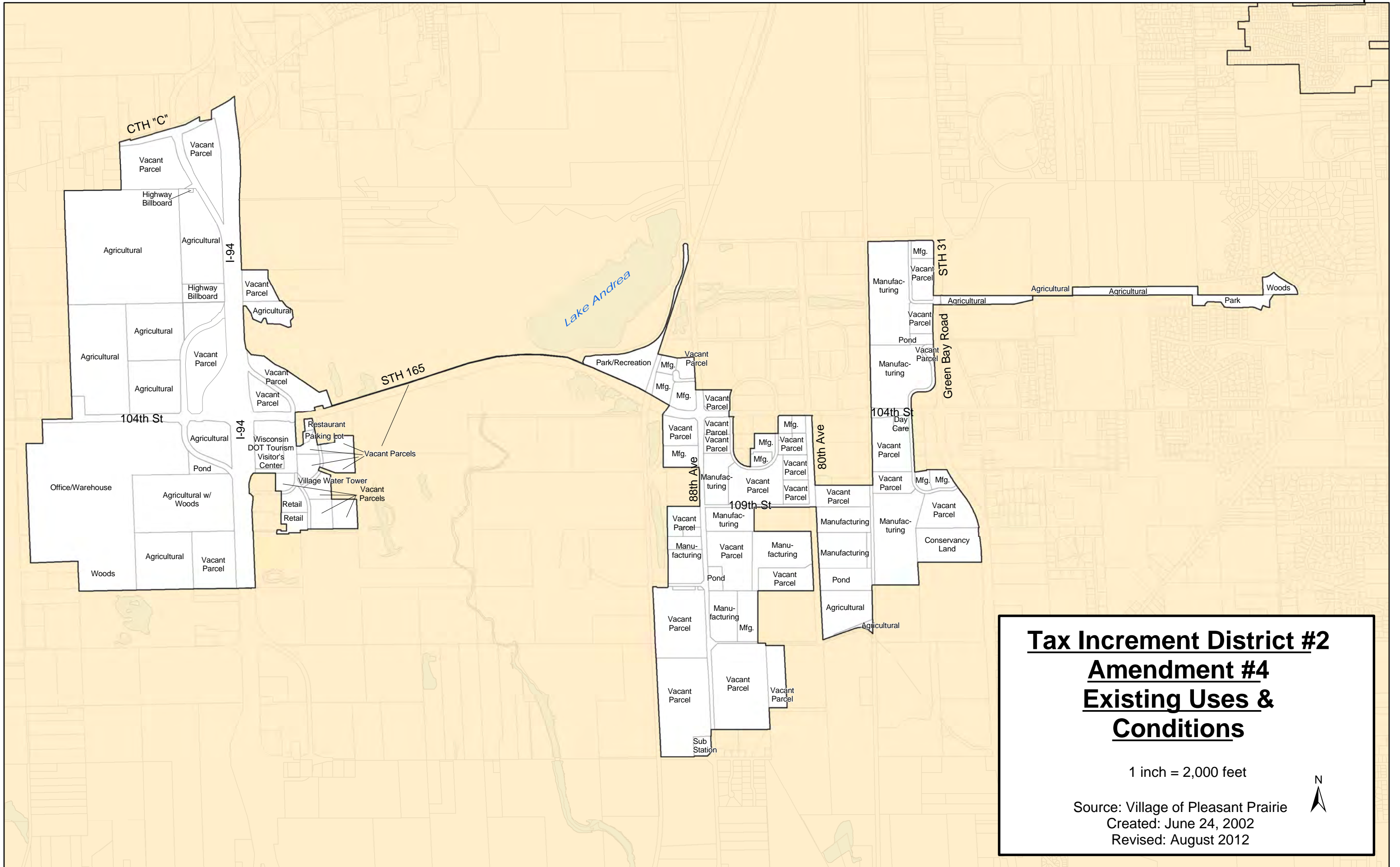


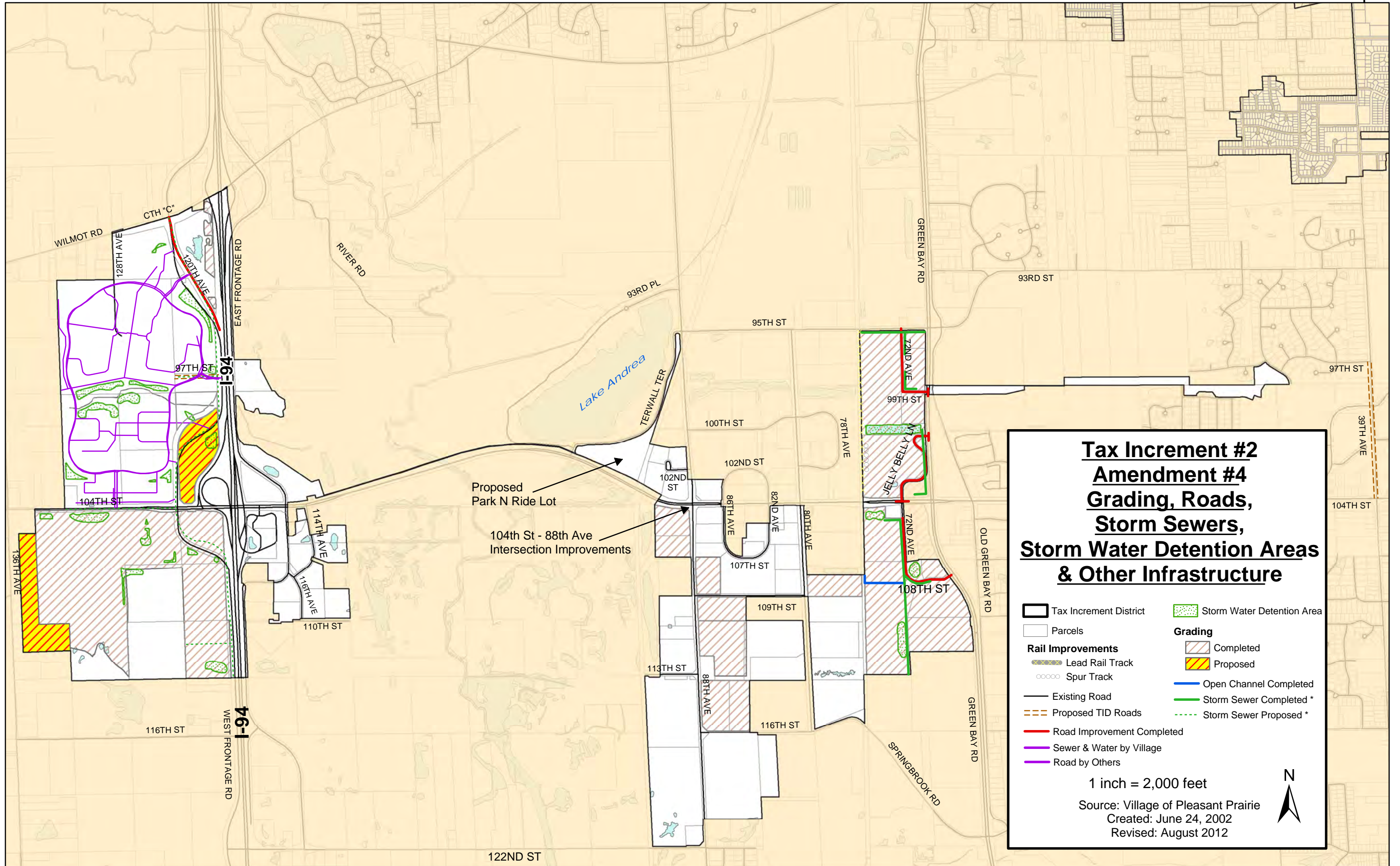


**Tax Increment District #2  
Amendment #4  
Boundaries & Wetlands**

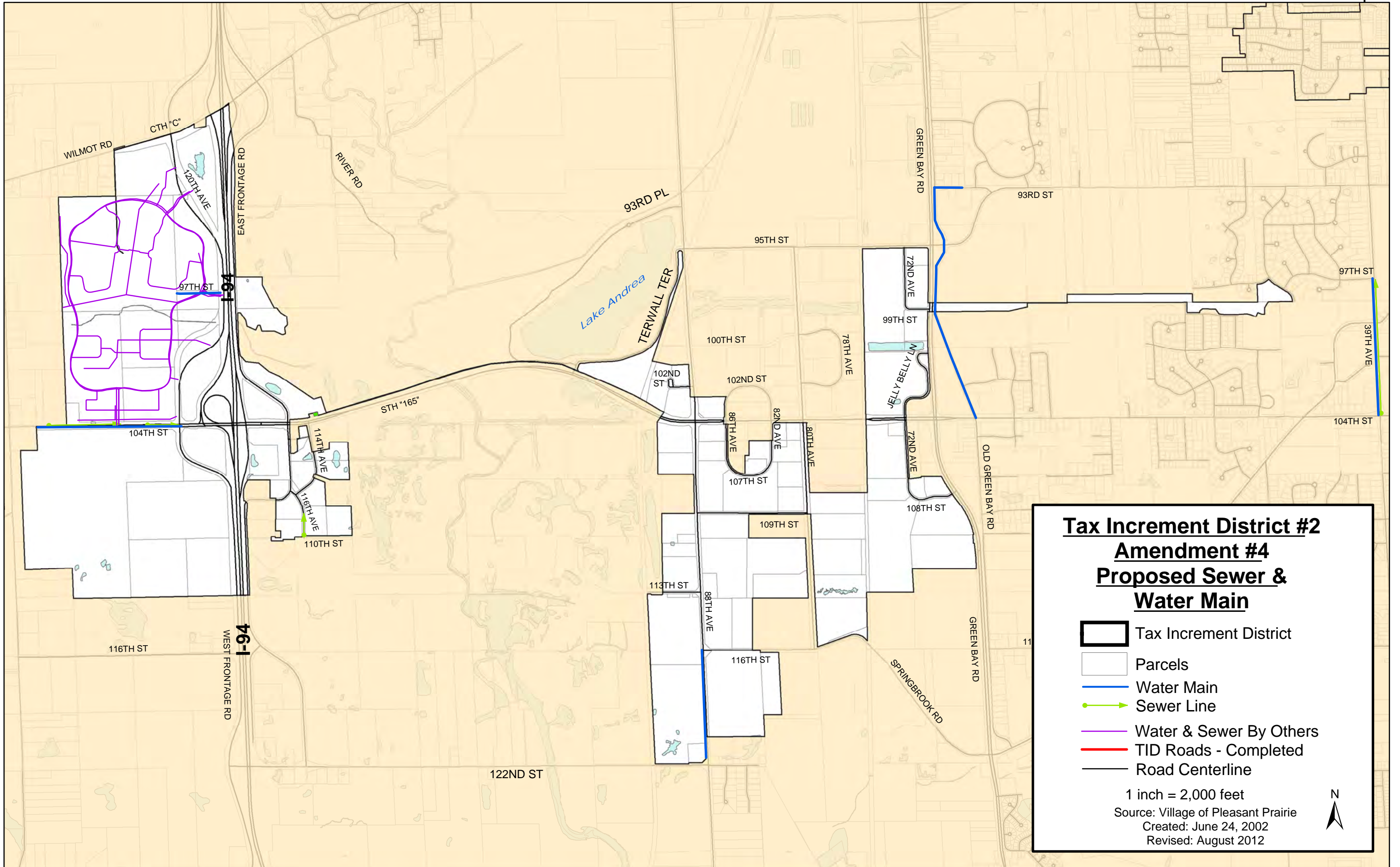
- Tax Increment District
- Wetlands from Crispell-Snyder TID #3 Files
- Wetlands from SEWRPC Landuse Data - 1995
- Staked Wetlands
- Bodies of water
- Parcels
- Road Centerline

1 inch = 2,000 feet  
Source: Village of Pleasant Prairie  
Created: June 24, 2002  
Revised: August 2012

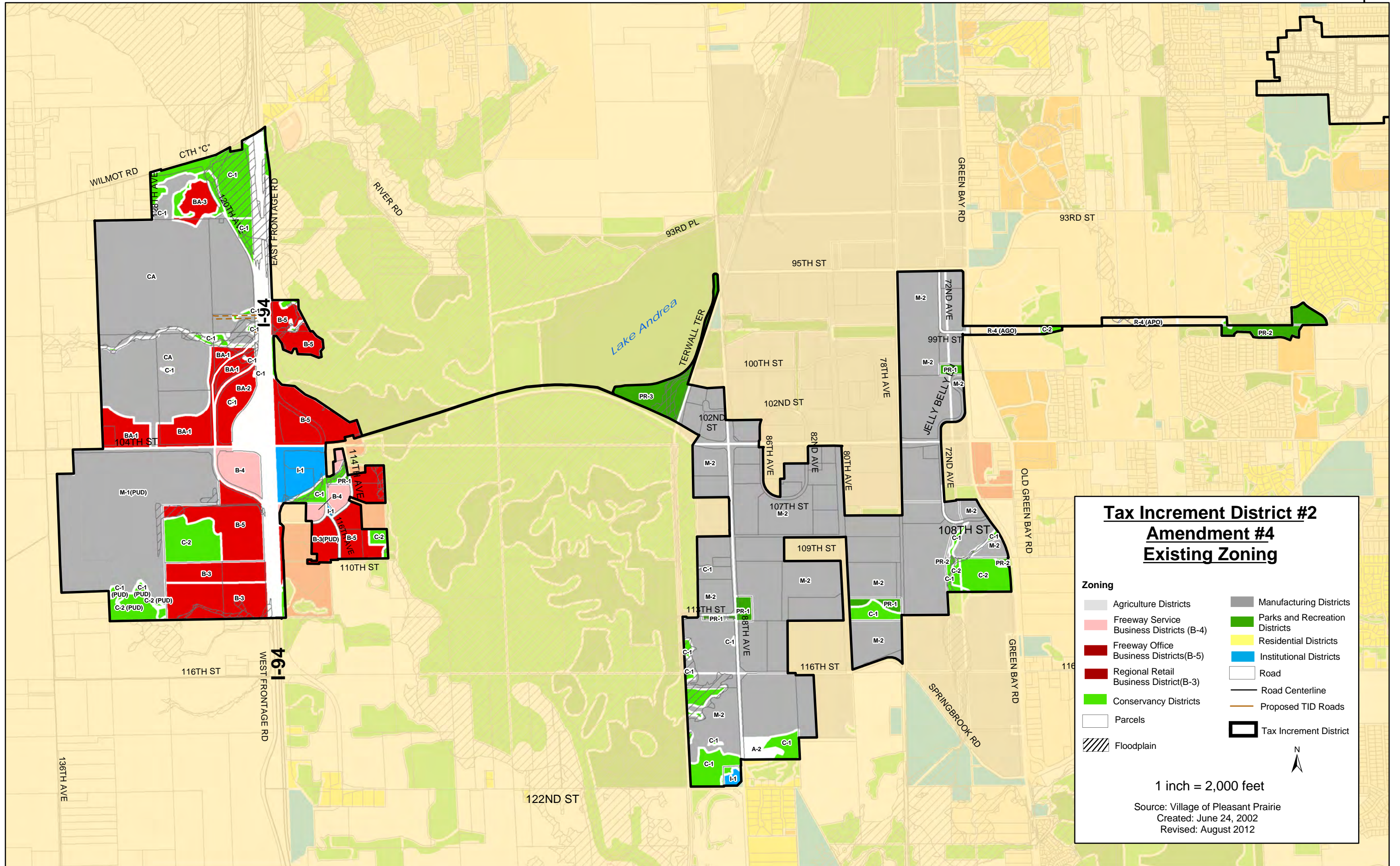


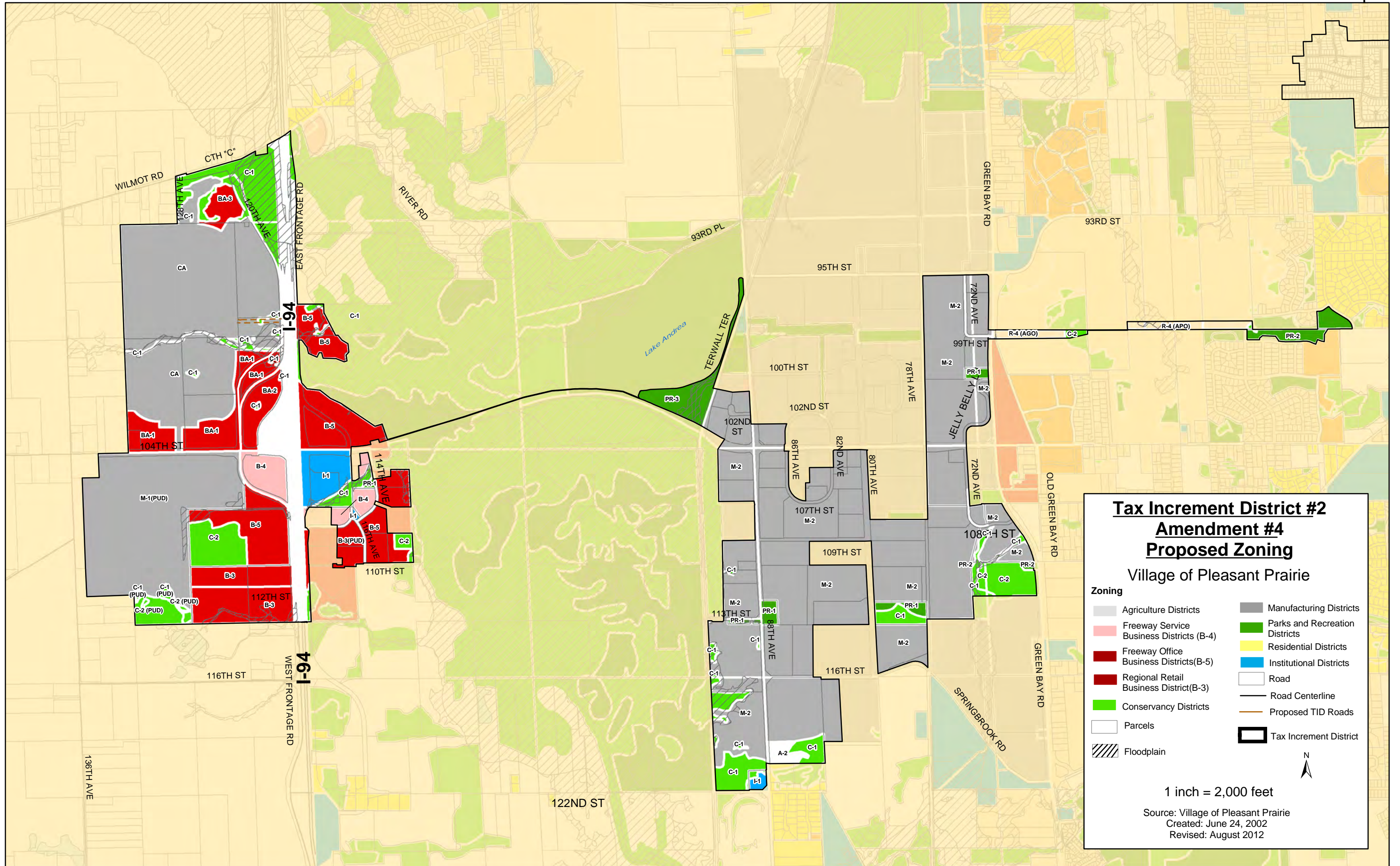












**Tax Increment District #2  
Amendment #4  
Proposed Zoning**

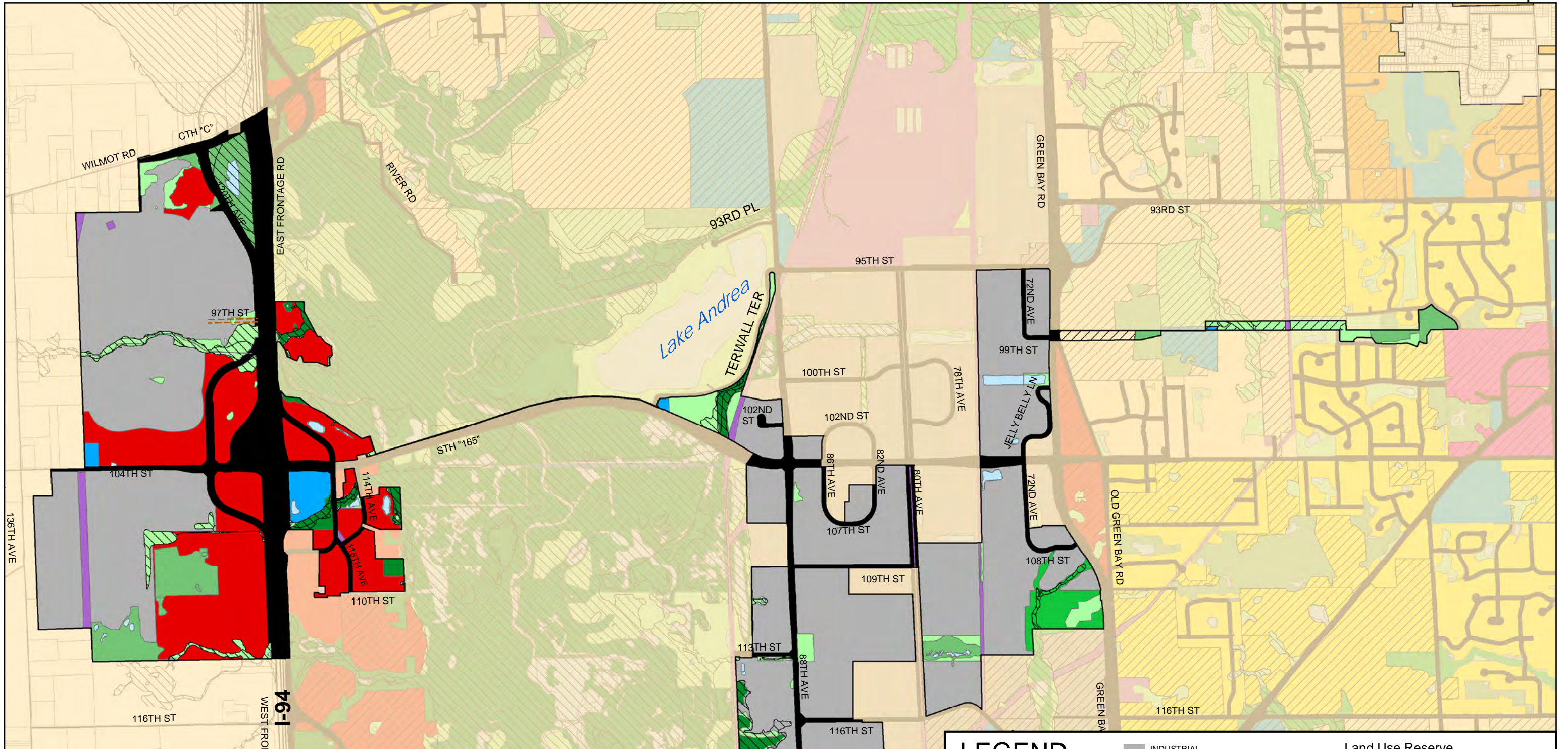
Village of Pleasant Prairie

<b>Zoning</b>		
Agriculture Districts	Manufacturing Districts	
Freeway Service Business Districts (B-4)	Parks and Recreation Districts	
Freeway Office Business Districts (B-5)	Residential Districts	
Regional Retail Business District (B-3)	Institutional Districts	
Conservancy Districts	Road	
Parcels	Road Centerline	
Floodplain	Proposed TID Roads	
	Tax Increment District	

N

1 inch = 2,000 feet

Source: Village of Pleasant Prairie  
Created: June 24, 2002  
Revised: August 2012



**Tax Increment District #2  
Amendment #4  
Existing Land Use**

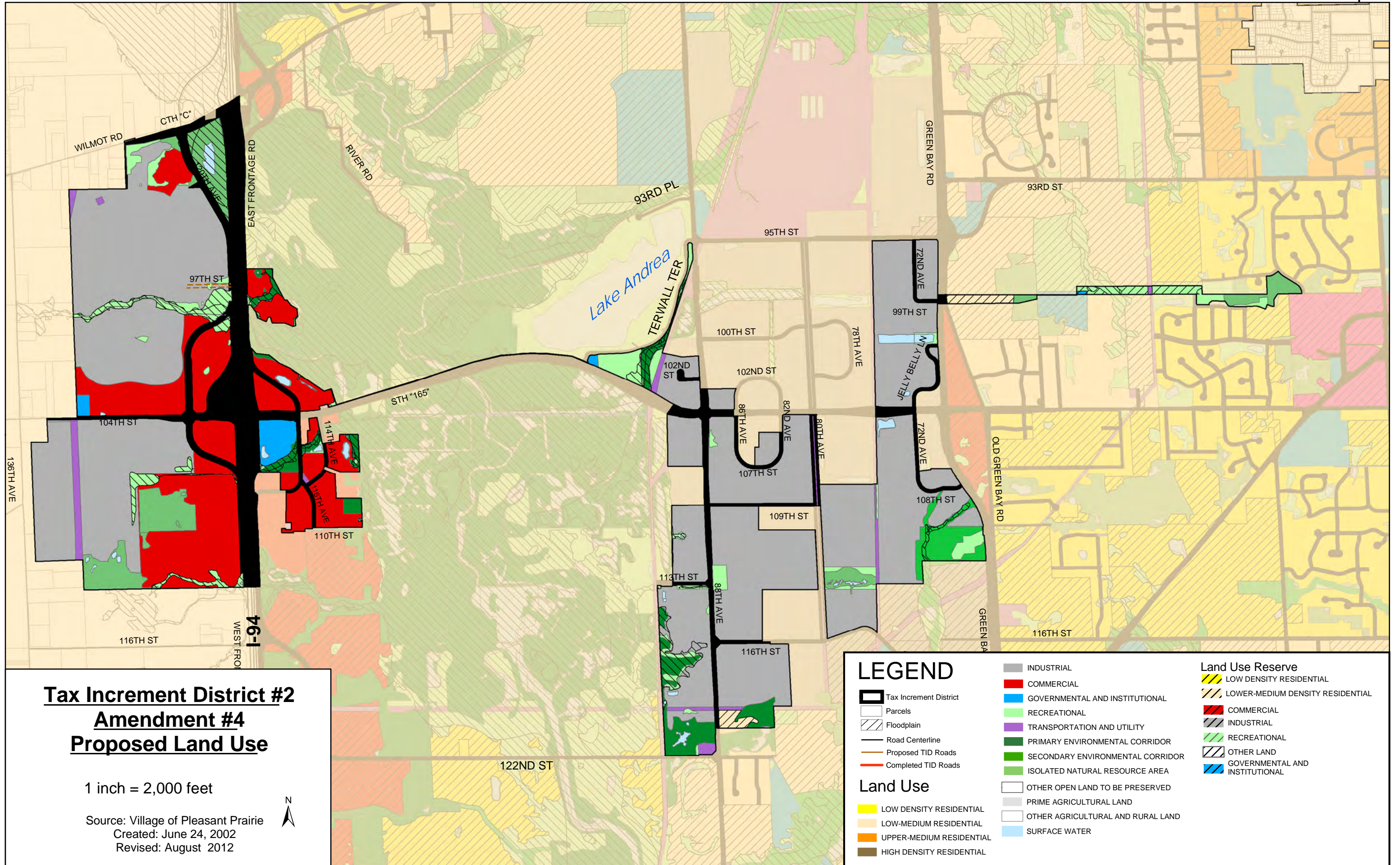
1 inch = 2,000 feet

Source: Village of Pleasant Prairie  
Created: June 24, 2002  
Revised: August 2012



**LEGEND**

Tax Increment District	INDUSTRIAL	LOW DENSITY RESIDENTIAL
Parcels	COMMERCIAL	LOWER-MEDIUM DENSITY RESIDENTIAL
Floodplain	GOVERNMENTAL AND INSTITUTIONAL	COMMERCIAL
Road Centerline	RECREATIONAL	INDUSTRIAL
Proposed TID Roads	TRANSPORTATION AND UTILITY	RECREATIONAL
Completed TID Roads	PRIMARY ENVIRONMENTAL CORRIDOR	OTHER LAND
	SECONDARY ENVIRONMENTAL CORRIDOR	GOVERNMENTAL AND INSTITUTIONAL
	ISOLATED NATURAL RESOURCE AREA	
	OTHER OPEN LAND TO BE PRESERVED	
	PRIME AGRICULTURAL LAND	
	OTHER AGRICULTURAL AND RURAL LAND	
	SURFACE WATER	
	LOW DENSITY RESIDENTIAL	
	UPPER-MEDIUM RESIDENTIAL	
	HIGH DENSITY RESIDENTIAL	



**Tax Increment District #2  
Amendment #4  
Proposed Land Use**

1 inch = 2,000 feet

Source: Village of Pleasant Prairie  
Created: June 24, 2002  
Revised: August 2012



**LEGEND**

- Tax Increment District
- Parcels
- Floodplain
- Road Centerline
- Proposed TID Roads
- Completed TID Roads

**Land Use**

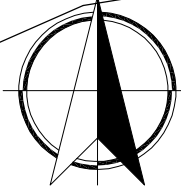
- LOW DENSITY RESIDENTIAL
- LOW-MEDIUM RESIDENTIAL
- UPPER-MEDIUM RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- COMMERCIAL
- GOVERNMENTAL AND INSTITUTIONAL
- RECREATIONAL
- TRANSPORTATION AND UTILITY
- PRIMARY ENVIRONMENTAL CORRIDOR
- SECONDARY ENVIRONMENTAL CORRIDOR
- ISOLATED NATURAL RESOURCE AREA
- OTHER OPEN LAND TO BE PRESERVED
- PRIME AGRICULTURAL LAND
- OTHER AGRICULTURAL AND RURAL LAND
- SURFACE WATER

**Land Use Reserve**

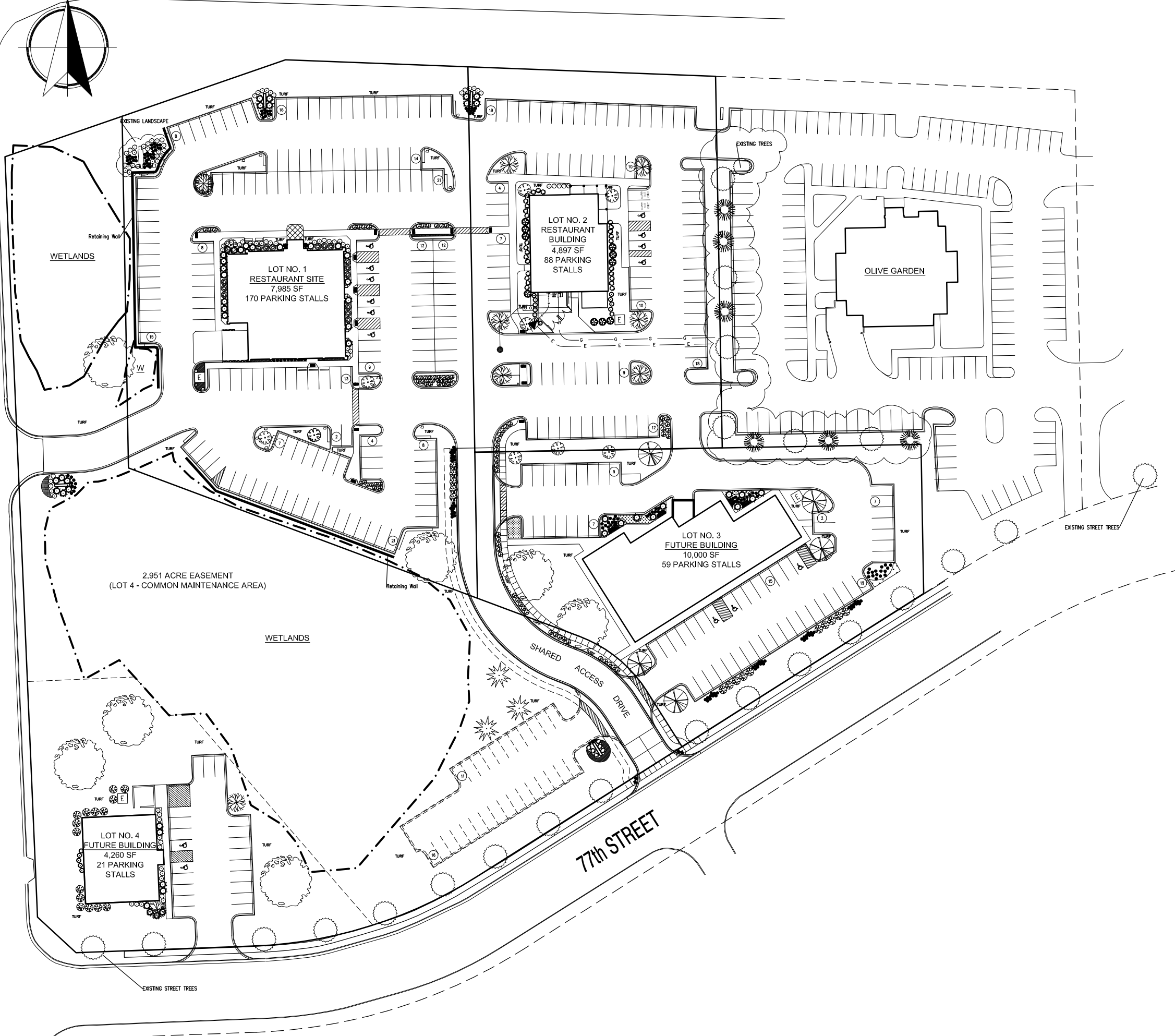
- LOW DENSITY RESIDENTIAL
- LOWER-MEDIUM DENSITY RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- RECREATIONAL
- OTHER LAND
- GOVERNMENTAL AND INSTITUTIONAL

STH 50 (75th STREET)

N



104th AVENUE



## VILLAGE STAFF REPORT OF AUGUST 20, 2012

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

Consider an **Amendment to the Village Comprehensive Plan (Ord. #12-27)** for the request of Mark Eberle, P.E. agent for Water Street Land LLC, owner, for the proposed commercial development of a the property located at the southeast corner of STH 50 and 104<sup>th</sup> Avenue within the Prairie Ridge Development Plan. Specifically, Map 9.9 is proposed to be amended to correctly identify the field delineated wetlands, excluding the 2,578 square feet wetlands proposed to be filled into the Park, Recreational and Other Opens Space Lands with a field verified wetlands land use designation and the non-wetland areas including the 2,579 square feet of wetlands to be filled into the Commercial Lands with a designation as Community Retail and Service Centers land use designation on said property. In addition, to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.

**Recommendation:** On August 13, 2012 the Village Plan Commission held a public hearing and recommended that the Village Board approve the proposed amendments to the **Village 2035 Comprehensive Plan (Ord. #12-27)** as approved by the Village Plan Commission in Plan Commission Resolution #12-10.

Consider approval of a **Conceptual Plan** for the request of Mark Eberle, P.E. agent for Water Street Land LLC, owner, for the proposed commercial development of a the property located at the southeast corner of STH 50 and 104<sup>th</sup> Avenue within the Prairie Ridge Development to create four (4) lots for the potential development of two (2) restaurants and two (2) other commercial buildings (retail or office uses) on the 9.2 acre property.

**Recommendation:** On August 13, 2012, the Village Plan Commission held a public hearing and recommended that the Village Board approve the **Conceptual Plan** subject to the comments and conditions of the Village Staff Report of August 20, 2012.

Consider the request of Mark Eberle, P.E. agent for Water Street Land LLC, owner, for approval of a **Certified Survey Map, Development Agreement and related documents** to create four (4) lots for the proposed commercial development of a the property located at the southeast corner of STH 50 and 104<sup>th</sup> Avenue within the Prairie Ridge Development Plan and extend public municipal sanitary sewer to service the development.

**Recommendation:** On August 13, 2012, the Village Plan Commission recommended that the Village Board approve the **Certified Survey Map, Development Agreement and related documents** subject to the comments and conditions of the Village Staff Report of August 20, 2012.

Consider a **Zoning Map and Zoning Text Amendments (Ord. #12-28 and #12-29)** for the request of Mark Eberle, P.E. agent for Water Street Land LLC, owner, for the proposed commercial development of a the property located at the southeast corner of STH 50 and 104<sup>th</sup> Avenue within the Prairie Ridge Development Plan to amend the zoning map and rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and to rezone the non-wetland areas including the 2,578 square feet wetland area to be filled into the B-2, Community Business District and to rezone the entire property into the Planned Unit Development District, (PUD). In addition, a Zoning Text Amendment is intended to create the specific PUD District zoning regulations for the proposed commercial development on said property.

**Recommendation:** On August 13, 2012, the Village Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map and Text Amendments (Ord. #12-28 and #12-29)** as presented in the Village Staff Report of August 20, 2012.

*The petitioner is requesting several approvals for the development of a 9.2 acre property within the Prairie Ridge Development located at the southeast corner of STH 50 and 104<sup>th</sup> Avenue to be known as Prairie Ridge West Commercial Development (Lot 1 of CSM 2666).*

**CONCEPTUAL PLAN:** The 9.2 acre site located at the southeast corner of STH 50 and 104<sup>th</sup> Avenue within the Prairie Ridge Development is proposed to be subdivided into four (4) lots for the potential development of two (2) restaurants and two (2) other commercial buildings (retail or office uses).

Lot 1 is proposed to be developed with a 7,985 square foot restaurant with 170 parking spaces. Lot 2 is proposed to be developed with an approximate 4,897 square foot restaurant with 88 parking spaces. Lot 3 is proposed to be developed for retail building approximately 10,000 square feet with 59 parking spaces. Lot 4 is proposed to be developed for a small office building of approximately 4,260 square feet or less with 21 parking spaces. At the time specific uses and tenants are identified detailed Site and Operational Plans will be required to be submitted for the development of each lot and the building size and parking ratios will be further evaluated to ensure compliance with the regulations.

Site access will be limited to an access from 104<sup>th</sup> Avenue (right-in, right-out) and from 77<sup>th</sup> Street (across from an existing parking lot driveway access to the south). Lots 1, 2 and 3 will have cross access easements to allow access between the sites and to the east through Olive Garden and Famous Dave to another access connection to 77<sup>th</sup> Street. There is no direct access to STH 50 for any of the lots. Lot 4 would have access to 77<sup>th</sup> Street a minimum of 150 feet from the centerline of 104<sup>th</sup> Avenue to the centerline of the access driveway. Prior to occupancy of a building on Lot 1 the access from 104<sup>th</sup> Avenue and 77<sup>th</sup> Street shall be paved along with the access along the east property line that is partially on Lot 2. Prior to occupancy of a building on Lot 2 the access from 77<sup>th</sup> Street shall be paved including the access along the west property line that is partially on Lot 2 and the two (2) access connections to the Olive Garden site to the east. Prior to occupancy of a building on Lot 3 the access from 77<sup>th</sup> Street shall be paved.

The Conceptual Plans shows the location for a potential shared parking lot on the southeast corner of Lot 4. This parking lot will be required to be installed if the Village determines that parking is an issue within the four (4) lot development or the developer may install at their own discretion. (No parking is allowed on 77<sup>th</sup> Street or on any of the internal driveways). Prior to installation of this parking lot, detailed engineering plans shall be submitted for review and approval prior to the issuance of the required permits.

The wetlands on the site were re-delineated by Dave Meyer of Wetland and Waterway Consultants on October 22, 2011 and a 2,578 square foot portion of the wetlands has been approved by the WI DNR to be filled for the construction of the site access from 104<sup>th</sup> Avenue. The wetlands are located within a "*Common Open Space, Access and Maintenance Easement*" as shown and described on the CSM. The wetland area will be preserved and protected (except for the 2,578 square foot wetland area allowed to be filled by the WI DNR).

The "*Dedicated Wetland Conservancy Area Easement and Restricted Wetland Conservancy Area (Subject to a restrictive covenant running with the land (per CSM 2666)*" shown as Easement E on sheet 2 of the CSM shall be vacated because the delineation of the wetlands has changed since they were shown on CSM 2666. Then, a new Wetland Conservancy Area Easement and Restricted Wetland Conservancy Area that reflects the new staking (excluding the 2,578 square foot of wetlands to be filled) shall be shown on another sheet for the CSM that includes the legal description of the wetlands. A new Wetland Conservancy Protection and Preservation Easement and associated Dedication and easement language shall be added to the new CSM.

Lots 1, 2 and 3 are proposed to be served by public sanitary sewer, private water and private storm sewer mains which all connect to facilities in 77<sup>th</sup> Street. Engineering plans have been provided for review as part of this submittal and approval of the Preliminary Site and Operational Plans to allow for the construction of the infrastructure. All required easements shall be dedicated on the proposed CSM. (See below for more detailed description).

The petitioner is proposing to install the sanitary sewer, water and storm sewer mains along the north/south portion of the shared access drive as further discussed as part of the Preliminary Site and Operational Plans below.

Each of the four (4) lots will have individual primary monuments signs similar to the other developments along STH 50 in Prairie Ridge. The Primary Monument Signs for Lots 1 and 2 that front on STH 50 shall not exceed 10 feet in height (proposed reduction in the PUD) and a variance from the Prairie Ridge Commercial Association will be required for the signs to exceed six (6) feet in height. The primary monument signs for Lots 3 and 4 that abut 77<sup>th</sup> Street shall not exceed six (6) feet in height. The Primary Monument Sign proposed for Lot 2 is proposed to be setback a minimum of one (1) foot from the west property line (proposed reduction in the PUD Ordinance) and a portion of the required landscaping for the base of the sign will be located on Lot 2 within an easement. (Easement shall be shown on the CSM).

In addition, two (2) signs proposed to be located at each entrance to the development at 104<sup>th</sup> Avenue and 77<sup>th</sup> Street for the three (3) lots will be allowed pursuant to sign requirements similar to the secondary monument sign requirements of the Village and as further described in the PUD.

All signs shall meet Village Ordinance requirements or as modified in the PUD and shall be approved by the Prairie Ridge Commercial Owners Association prior to obtaining the required Village permits.

The owner is proposing to create the Prairie Ridge West Commercial Development Owner's Association to manage the shared maintenance responsibilities of all internal commonly owned improvements. **Attached** is a draft of the Sub-Association *Declaration of Covenants and Restrictions for the Prairie Ridge West Commercial Development*. (Village staff recommended changes are also noted). The lots will need to conform to these new restrictions, in addition to the original Prairie Ridge *Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants*, which may be amended from time to time.

The Declaration of Covenants and Restrictions for the Prairie Ridge West Commercial Development specifies restricted uses within the development so as to prohibit similar restaurant types. The Declaration also outlines that this Sub-Association will be responsible for:

1. the initial construction and maintenance of the private access roads within the cross access easements;
2. the installation and maintenance of the required Digital Security Imaging System (DSIS);
3. the installation and maintenance of the Secondary Monument Signs (Entry Monument Signs) at the entrances at 104<sup>th</sup> Avenue and 77<sup>th</sup> Street; and
4. the maintenance of the common open space/wetland areas within Lot 4.

**CERTIFIED SURVEY MAP:** A Certified Survey Map is proposed to subdivide the property into four (4) lots and to dedicate additional easements and restrictions:

- Lot 1 will be 104,697 square feet (2.4 acres) with over 250 feet of frontage on STH 50.
- Lot 2 will be 61,773 square feet (1.4 acres) with over 200 feet of frontage on STH 50.
- Lot 3 will be 62,307 square feet (1.4 acres) with over 230 feet of frontage on 77<sup>th</sup> Street.
- Lot 4 will be 170,066 square feet (3.9 acres) with over 190 feet of frontage on 77<sup>th</sup> Street, over 600 feet of frontage on 104<sup>th</sup> Avenue and about 100 feet of frontage on STH 50. Lot 4 also includes a majority of the open space/field delineated wetlands with the development site.

The CSM shows existing easements and restrictions that will remain on the properties that were previously shown on the original Prairie Ridge Plat, CSM 2482 and CSM 2666.

The following new easements are being dedicated on the CSM for the development of the lots:



**Easements Shown on Sheet 3 of 11 on the proposed CSM**

**Cross Access Easements (M and L)** will be provided to allow access for all sites to 104<sup>th</sup> Avenue and 77<sup>th</sup> Street since there is no direct vehicular access to STH 50. The Cross Access Easements will also connect to existing cross access through the Olive Garden and Famous Dave's properties to the east. The owners of Lots 1, 2, and 3 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the private access driveways and associated pavement and landscaping improvements within these easement areas.

**Vision Triangle Easements (VTE)** will be provided at the intersection of the private driveways and 104<sup>th</sup> Avenue and 77<sup>th</sup> Street. These easements do not allow for any obstructions as measured between two and 10 feet in height within these areas (15 foot by 15 foot triangle area measured along property lines).

**Easements Shown on Sheet 4 of 11 on the proposed CSM**

**Common Open Space, Access and Maintenance Easement (N)** will be shown within Lot 4 which is primarily the wetland area that will remain as open space and maintained by the Owners of Lots 1, 2, 3 and 4 for the preservation/protection of the wetlands and storm water management purposes.

**Private Water Main, Access and Maintenance Easements (P)** will be extended north from 77<sup>th</sup> Street to service the buildings on Lots 1, 2 and 3. The private water main will be installed under the paved access area.

**Dedicated Entry Monument Sign Easements (O) will be** located at the private drive entrances at 104<sup>th</sup> Avenue and 77<sup>th</sup> Street. These signs are intended for use by Lots 1, 2 and 3.

**Public Utilities, Access and Maintenance Easements (Q)** will be located along the east lot line of Lots 2 and 3 and a portion of the north lot line of Lot 3.

**Easements Shown on Sheet 5 of 11 on the proposed CSM**

**Public Sanitary Sewer, Access and Maintenance Easements (R)** will be located from 77<sup>th</sup> Street into the site approximately 250 feet in order to service Lots 1, 2 and 3. The public sanitary sewer main shall be located under the driveway pavement areas, not within the sidewalk, lawn or landscaped areas. The sanitary sewer sampling manholes shall be in accessible locations, not within sidewalk or landscaped areas. The owner will enter into a Development Agreement for the installation of this public sewer main as discussed above.

**Storm Water Management, Access and Maintenance Easements (S)** will be located for private storm water management and storm water purposes for the Olive Garden site and the four (4) lots within this development. This storm sewer system will allow for Easement K shown on sheet 2 to be vacated.

**Expanded Dedicated Entry Monument Signage Easement (T)** will be needed because the existing monument sign on the property that advertises uses with the Shoppes at Prairie Ridge Development pursuant to the Prairie Ridge PUD Ordinance #07-28 was not located within the existing easement. The new easement will be large enough to include the existing sign.

**Additional Easements and language to be modified on the CSM includes:**

The following easements as shown on Sheet 2 that were previously dedicated by CSM 2482 and 2666 that are no longer applicable that are to be vacated by separate document include:

**A 15 Foot Public Private Storm Water Management, Access and Maintenance Easement (per CSM 2666) (K).** The storm sewer within this easement that connects from the Olive Garden site to the south is being relocated and the pipe is being capped, therefore the easement can be vacated. See additional information related to this in the

Preliminary Site and Operational Plan section.

**Dedicated Wetland Conservancy Area Easement and Restricted Wetland Conservancy Area (Subject to a restrictive covenant running with the land (per CSM 2666) (E).** The location of the wetlands has changed since the wetlands were last shown on CSM 2666. A new Wetland Conservancy Area Easement and Restricted Wetland Conservancy Area that reflects the new wetland staking (excluding the 2,578 square foot of wetlands to be filled) shall be shown on another sheet for the CSM. The legal description of the wetlands and new Wetland Conservancy Protection and Preservation Easement area and associated Dedication and Easement language shall be added to this new CSM.

**Dedicated Storm Water Detention Easement and Restricted Storm Water Detention Area (Subject to a Restrictive Covenant running with the land (per CSM 2666) (F).** The wetland area is not being used for stormwater detention purposes; therefore, the easement is not needed.

**Easement E and F could be vacated prior to recording the new CSM which may make this CSM less confusing and notes could be added indicating the vacation and recording information. Easement K cannot be vacated until after the storm sewer is installed.**

**DEVELOPMENT AGREEMENT:** The *attached* Development Agreement relates to the installation of the required public sanitary sewer main to be installed from 77<sup>th</sup> Street into the site approximately 250 feet to service Lots 1, 2, and 3. This Agreement and related exhibits shall be finalized and considered as a part of the Certified Survey Map Village Board approval process.

**ZONING MAP AMENDMENT (Ord. #12-28):** As noted above, the wetlands on the property were re-delineated and a 2,578 square foot area of the wetlands is proposed to be filled for the construction of the access from 104<sup>th</sup> Avenue (as approved by the WI DNR). The Zoning Map is proposed to be amended to rezone the field delineated wetlands into the C-1 District and to rezone the non-wetland areas including the 2,578 square feet wetland area to be filled to the B-2, Community Business District. In addition, the entire property is proposed to be rezoned to a PUD, Planned Unit Development Overlay District to allow the site to develop as shown and described above in the Conceptual Plan. *See further discussion related the PUD below in the Zoning Text Amendment section of this memorandum.*

**COMPREHENSIVE PLAN AMENDMENT (Ord #12-27):** Pursuant to the Village Comprehensive Plan, the Village Zoning Map and the Comprehensive Land Use Plan shall be consistent; therefore, the Village 2035 Comprehensive Land Use Plan is also proposed to be amended to reflect the wetland staking and the WI DNR approved wetland fill area. Specifically, Map 9.9 is proposed to be amended to correctly identify the field delineated wetlands, excluding the 2,578 square feet wetlands proposed to be filled within the Park, Recreational and Other Opens Space Lands with a field delineated wetland designation. The remaining development area will be shown as Commercial Lands with a designation as Community Retail and Service Centers. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan will be updated to include the amendment.

**ZONING TEXT AMENDMENT (Ord. #12-29):** A Zoning Text Amendment to create the specific PUD District zoning regulations for the proposed commercial development on said property is being provided because of the defined benefit to the community. *Attached* is the PUD ordinance for this development. This PUD Ordinance may be amended as specific plans are presented and reviewed for each proposed building within the Development.

**PRELIMINARY SITE AND OPERATIONAL PLANS.** On August 13, 2012 the Village Plan Commission conditionally approved Preliminary Site and Operational Plans to allow for the mass grading and installation of public and private infrastructure improvements for the proposed commercial development of a the property.

The initial phase of construction will be undertaken by the current property owner and will include installation of the sanitary sewer, water and storm sewer mains along the north/south portion of

the shared access drive. The mass grading of the site will bring the building pads up to the anticipated subgrade. Upon completion of the initial phase of construction, Lots 1, 2 and 3 will be "pad ready" with access and utilities installed to the parcel boundaries.

Upon completion of the infrastructure improvements, the existing storm sewer that was installed and serves the Olive Garden site will no longer be required. As part of the improvements being completed the storm sewer line that connects the catch basin at the southwest corner of the Olive Garden site through Lot 3 of the proposed CSM (Easement K on Sheet 2 of the CSM) will no longer be required and is proposed be abandoned by capping the line. Written approval from the property owners of the Olive Garden site (GMRI Inc.) that allows for the storm sewer changes within the existing easement shall be required. After the work is completed, inspected and approved the easement can be vacated prior to the development of Lot 3 of the proposed CSM.

Construction of site specific improvements for each lot will be by the individual lot owners. Since Lot 4 is not dependent on any of the shared improvements being installed to serve Lots 1 through 3, this lot will not be graded as part of the initial phase of construction; however, the existing structures (i.e. single family home and the small accessory structures) are required to be removed and site cleaned up by December 31, 2012. The required razing permits shall be obtained from the Village prior to razing work commencing. All debris shall be properly removed from the property and the site shall be graded and vegetatively stabilized.

### **DIGITAL SECURITY IMAGING SYSTEM (DSIS) AGREEMENT AND EASEMENT:**

As part of the October 26, 2009 approval of the Olive Garden Restaurant, the Developer/Owner (Water Street Land, LLC) had agreed that when the remainder of the vacant land west of Olive Garden was developed, the required additional security provisions that monitors the exterior public spaces of commercial retail establishments and retail developments in the Prairie Ridge Development pursuant to Village Municipal Code Chapter 410 entitled, "Security Ordinance" a DSIS will be installed in order to maintain a safe and enjoyable experience for retail customers. Therefore, all four (4) of the future commercial sites and Olive Garden will have a DSIS pursuant to the **attached** agreement.

The DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine commercial retail establishments and retail development sites and will provide emergency response personnel with a visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers.

The owner has agreed to enter into this agreement and install the DSIS, and following the installation and inspection of the DSIS, the Developer has subsequently agreed to dedicate the DSIS to the Village and the Village has agreed to accept such dedication subject to the conditions set forth in the Agreement.

The Agreement and associated access easement shall be executed and the easement recorded prior to obtaining building permits for any of the properties. The system shall be operational prior to the occupancy of any new development within Lots 1 through 4 of the proposed CSM.

The owners shall have the DSIS designed, installed and Village inspected at the owner's cost. Either a separate 8' by 8' building/hut shall be built (maximum 120 square feet in the area north of the future parking lot on Lot 4 adjacent to the shared access drive and minimum of 5 feet from the back of the sidewalk) to house the equipment or a separate, secured room shall be designated for the DSIS system. A separate building would allow for the incremental build-out of the lots and the DSIS system to be built with the first lot. Further detailed requirements of the DSIS are set forth in the DSIS Agreement.

## **RECOMMENDATIONS:**

On August 13, 2012 the Village Plan Commission held a public hearing and recommended that the Village Board approve the proposed amendments to the **Village 2035 Comprehensive Plan (Ord. #12-27)** as approved by the Village Plan Commission in Plan Commission Resolution #12-10.

On August 13, 2012, the Village Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map and Text Amendments (Ord. #12-28 and #12-29)** as presented.

On August 13, 2012, the Village Plan Commission held a public hearing and recommended that the Village Board approve the **Conceptual Plan** subject to the above comments and the following conditions:

1. The Conceptual Plan approval will be valid for a period of one (1) year. Prior to the expiration of the Conceptual Plan, the Development Agreement, Final Site and Operational Plans, the CSM, Zoning Map and Text Amendment and the DSIS Agreement/Access Easement shall be approved by the Village.
2. The Conceptual Plan has been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed. **The following changes shall be made to the plans and three (3) full size sets of plans, one (1) reduced to 11" x 17" and a pdf copy of all plan sheets shall be submitted for review by the Village.**
  - a. The Conceptual Plan shall note the development name as "Prairie Ridge West Commercial Development".
  - b. See **attached** for additional site plans amendments including:
    - ii. The configuration of the two (2) parking stalls located on the north side of the wetland (east side) appears undesirable.
    - iii. To increase parking control and vehicular and pedestrian safety for the development of the future restaurant on Lot 2, curb and gutter shall be installed between the islands located on the south end of the 10-space parking tier located due south of the restaurant building.
    - iv. The internal driveways south of the proposed Lot 2 restaurant pad shall align on either side of the east-west access driveway.
    - v. The parking lot island south of the building on Lot 1 shall be widened to narrow the parking access to the south
    - vi. Additional pedestrian walkway shall be striped and the sidewalk shall be extended along the west side or the north/south access drive.
    - vii. Additional landscaping shall be added as shown on the attached including:
      - (a.) Foundation plantings shall be added around the future building for Lot 3.
      - (b.) Parking lot landscape island plantings shall be added.

- (c.) Parking lot screening/plantings shall be located on the south side of the proposed parking lot adjacent to 77<sup>th</sup> Street.
  - (d.) Parking lot planting islands shall provide for the similar size, quantity and quality of plant materials as was provided for the Shoppes at Prairie Ridge. Plans are available at the Village Hall.
  - (e.) Other landscaping as shown on the attached shall be added
- c. All buildings are required to have garbage/recycling enclosures that are large enough to handle their needs attached and incorporated into the design of the building. Operationally, if an issue develops that the dumpster enclosure is not large enough to accommodate the user's needs then more frequent pickups shall be required. The garbage dumpster for building 4 does not appear to be attached and must be or significantly screened from public view
  - d. The existing structures (i.e. single family home and the small accessory structures) are required to be removed, the site graded and vegetatively stabilized by December 1, 2012 or prior to the development of Lot 4, whichever comes first. The required razing permits shall be obtained from the Village prior to removing any structures. All debris shall be properly removed from the property. Note on the plans.
  - e. Each Lot is required to have a primary monument sign and two secondary entrance signs (entry monument signs) are proposed at the shared access locations at 104<sup>th</sup> Avenue and 77<sup>th</sup> Street. All signage shall conform with provisions of the PUD Ordinance and all general requirements of the Village Sign Ordinance (Chapter 420 Article X).
  - f. Landscaping between parking areas and roadways is deficient, especially along STH 50 and the "future parking lot" along 77<sup>th</sup> Street. Section 420-57 J (2) (d) of the Village Zoning Ordinance requires that "*Parking lots associated with manufacturing, business or institutional uses shall be screened from public rights-of-way and/or residential zoning districts located within 50 feet of such parking lots; such screening shall be installed in close proximity to the parking lot and shall be 75% opaque to a height of at least four (4) feet above the grade of the nearest edge of such parking lot within three (3) years of installation and may consist of shrubs and trees, an appropriately landscaped undulating berm...*" Revise the plans. Review and place similar quantity, quality and size landscaping as shown in the Shoppes at Prairie Ridge.
  - g. See **attached** for locations of additional landscaping. Add additional landscaping on Lot 1 in the island at the northeast parking area. Revised the plans.
  - h. At the time that each lot is proposed to be developed for commercial purposes, detailed landscaping plans will be required to be submitted and reviewed. All landscaped areas will be required to be irrigated with a sprinkler system. The base map for these landscape plans shall include the approved grading plan. In addition, the location of all pedestals and transformers and proposed screening shall be shown on the Site and Operational Plans required for each development site.
3. If additional right-of-way is required to be purchased by the WI DOT for the future improvements to STH 50 and 104<sup>th</sup> Avenue, then any improvements within the new right-of-way will be required to be relocated.
  4. The owners shall have the DISI designed, installed and Village inspected at the owner's cost. A separate 8' by 8' building/hut shall be built (maximum 120 square feet in the area north of the future parking lot on Lot 4 adjacent to the shared access drive and minimum of 5 feet from the back of the sidewalk) to house the equipment in a separate secured

room cannot be designated for the DSIS system. The buildings, access driveway entrances, and parking lots shall be monitored via an operational Digital Security Imaging System (DSIS) camera monitoring system pursuant to the Village's Security Ordinance and the terms and conditions as set forth in the **attached** DSIS Agreement and Access Easement. If a standalone building is constructed the building shall be constructed of masonry materials to blend with the other buildings in the Development as approved by the Zoning Administrator.

5. The Conceptual Plans show the location for a potential shared parking lot on the southeast corner of Lot 4. This parking lot will be required to be installed if the Village determines that parking is an issue within the four (4) lot development or the developer may install at their own discretion. Prior to installation of this parking lot, detailed engineering plans shall be submitted for review and approval prior to the issuance of the required permits.
6. All commercial buildings will be required to install a sanitary sewer sampling manhole. The location and details shall be shown on the Site and Operational Plans required for each site. Contact the Village Engineer to confirm an approved location.
7. Prior to the development of each lot for commercial purposes, detailed Site and Operational Plans are required to be submitted and approved by the Plan Commission pursuant to Article IX of the Village Zoning Ordinance. Also, depending on the use proposed, the occupants may require a Conditional Use Permit along with Site and Operational Plan approval from the Plan Commission and may require approval of special licenses by the Village.
8. All easements shall be shown on the required Site and Operational Plans submitted for review and approval as each lot is proposed to be developed.
9. All downspouts for all proposed buildings within the development shall be interconnected to the private storm sewer system and shown on the required Site and Operational Plans.
10. Details of the dumpster enclosures shall be provided on the required Site and Operational Plans for the development of each lot. The dumpster enclosures shall be constructed of similar brick, block or stone materials as the building and be part of the building. Detached garbage enclosures are not allowed. A wooden fence enclosure is not allowed. Sample materials, doors and paint colors of the dumpster enclosures shall be submitted for review and approval.
11. Details (cut sheet details) of the proposed exterior lighting on the building, in the parking areas shall be provided with each detained Site and Operational Plan. In addition, provide a photometric plan to ensure proper lighting levels at the property boundaries as required by Article IX of the Village Zoning Ordinance. (This is a unified business developed – the lighting color, height, and style shall be similar for the commercial sites). Concrete bases shall not exceed 18 inches above grade and shall be located in landscape island areas,
12. Each handicapped parking space shall be appropriately signed (locations to be reviewed with planning staff) and painted on the pavement pursuant to ADA requirements prior to occupancy of any development site.
13. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
14. Impact fees shall be paid prior to issuance of the building permit. (Based upon \$1.94 per \$1,000 of valuation as determined by the Village Assessing Department).
15. All required landscaping and screening for the buildings and signage shall be installed prior to occupancy of any building. A written letter verification and certification shall be provided to the Village by the landscape designer that all building and signage landscaping has been installed in accordance with the approved landscape plan prior to the issuance of a certificate of compliance/occupancy. However, if weather conditions prevent installation of all or portions of the landscape materials, the developer, owner or occupant shall enter

into a written agreement with the Village that specifies the date by which all approved landscaping shall be completed and grants the Village a temporary easement to complete the landscaping if not timely completed and shall deposit with the Village Clerk a cash deposit, an irrevocable letter of credit, or other financial assurance approved by the Zoning Administrator to ensure timely completion of all required landscaping; the amount of the financial assurance shall be equal to 110% of the contracted amount to complete the landscaping improvements in order to reasonably compensate the Village for the cost of completion of any landscaping improvements not completed within the specified time.

16. After footings and foundations are installed for each building and prior to framing or construction of walls, an as-built survey stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building setbacks have been met.
17. Prior to written occupancy of any building and associated site improvements three (3) copies of an as-built plan, stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all signage and pavement markings were installed per the approved site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans. In addition, written certification from the signage companies that the signage was installed pursuant to the approved Site and Operational Plans shall be submitted.
18. Prior to written occupancy of any building an as-built record drawing of graphical data of all private sewer, water, and storm sewer facilities and underground irrigation systems installed shall be provided to the Village for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.
19. No site within the development shall be used for any parking (neither overnight nor during the day) of junked/inoperable/dismantled/unlicensed vehicles. All junked/inoperable/dismantled/unlicensed vehicles that are parked overnight will be issued citations.
20. Real Estate Marketing Signs and/or Temporary Development Signs are permitted only by permit pursuant to the requirements of Article X of Chapter 420.
21. At no time shall any site within the development be used to sell or advertise any vehicles that are "for sale".
22. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
23. There shall be no outside banners, strings of pennants, flags, inflatable devices or streamers affixed or attached to the building(s), light poles, ground or landscaping, etc within the Development
24. There shall be no long-term semi-truck/trailer or box truck parking permitted on the site that is not used in the daily operations of any building within the Development.
25. There shall be no outdoor storage or display of materials, goods or equipment on any site, within the Development unless as approved by the Village.
26. The use of semi-trailers, storage units, storage bins, roll-off storage devices (e.g. P.O.D.S., S.A.M.S.) or other trucks, for storage purposes is prohibited. Outdoor storage of any materials, including but not limited to: raw materials, business supplies, pallets, crates, etc., is prohibited.
27. No trucks, trailers or cars shall be parked in a manner that would constitute advertising of a business on the properties.
28. No sign walkers – persons with costumes or signs strapped, hung, affixed or over their clothes shall walk the properties or public right-of-ways for extended periods of time

- advertising the businesses, sales or special offers of the service or retail businesses.
29. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
  30. Municipal connection fees shall be paid prior to the connections of each building to the sanitary sewer system.
  31. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
  32. All Village fees incurred by the Village Engineer, Village Inspectors and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
  33. All Village fees incurred by the Village Community Development Department and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
  34. Impact fees pursuant to Chapter 181 of the Village Code are required to be paid at time of building permit for each development site.

On August 13, 2012, the Village Plan Commission recommended that the Village Board approve the **Certified Survey Map, Development Agreement and related documents** subject to the above comments and the following conditions:

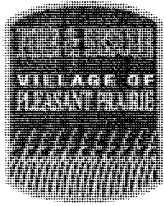
1. The changes as noted on the **attached** CSM shall be made and a revised draft shall be submitted to the Village staff for review.
2. The easement location of the public sanitary sewer shall be relocated in the paved driveway area to follow the revised sewer alignment. No sanitary sewer manholes shall be located within landscape areas, sidewalks or other easement areas.
3. The **attached** Development Agreement (prepared by the Village and reviewed by the owner) and related supporting documents shall be finalized and executed by the owner at a closing prior to the issuance of permits.
4. The following shall be submitted for review and approval and will be included as Exhibits to the Development Agreement:
  - a. The original and five copies of the final CSM that addresses all the comments and conditions noted above.
  - a. Five (5) approved copies of the approved Engineering Plans, Profiles and Specifications for the public sanitary sewer extension. **See specific comments in the conditions for approval of the Preliminary Site and Operational Plans for revisions to the engineering plans for the public sanitary sewer.**
  - b. Written approval by the Village Engineer for the Final Engineering Plans, Profiles and Specifications.
  - c. A copy of the SEWRPC "208" water quality approval letter for the sanitary sewer main extension.
  - d. A copy of the WI DNR approval letter for the sewer main extension.
  - e. A copy of the Kenosha Water/Wastewater Utility approval for the sewer main extension.
  - f. A copy of the signed sanitary sewer contract, certificate of insurance, and performance and payment bond. The contracts shall have the owner's name as



shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. (Contractor(s) shall be Village pre-approved contractors)

- g. A final copy of the Declaration of Covenants and Restrictions for Prairie Ridge West Commercial Development.—See attached comments and conditions.
  - h. A copy of the recorded Articles of Incorporation for the Prairie Ridge West Commercial Development Owner’s Association.
  - i. A final copy of the By-Laws for the Prairie Ridge West Commercial Development Owner’s Association.
  - j. A pdf and a digital copy of the Final Engineering Plans and CSM in the required Village format.
  - k. A cash deposit or a two-year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 125% of the total cost of public related improvements, including public sanitary sewer, field staking, inspections and construction related services (including sanitary sewer cleaning and televising), shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments.  
***IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit.*** The Cash payments and the “Final ” LOC shall be provided prior to the Village at the closing.
  - l. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM.
  - m. All other related documents required for closing.
5. Upon Village Board approval of the CSM and within 60 days of said approval the Village will host a closing to have the CSM and the Development Agreement shall be signed. The owner shall be responsible for recording the required documents at the Kenosha County Register of Deeds Office and providing proof of recording to the Village within 48 hours of closing with the Village.
  6. Following the closing, the owner’s engineer shall coordinate a pre-construction meeting with the Village Engineer at the Roger Prange Municipal Building with all of the contractors, utilities and Village on-site inspectors (meeting is required prior to any field work commencing).
  7. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
  8. Impact fees pursuant to Chapter 181 of the Village Code are required to be paid at time of building permit for each development site.
  9. 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. Such fees shall be paid in a timely manner.
  10. 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 owner. Such fees shall be paid in a timely manner.
  11. After the public improvement work has commenced, non-payment of any delinquent Village invoices shall result in stop work orders being issued on the construction activity until payments are made.

12. Existing wetland areas shall be protected by erosion control and orange construction site fencing during mass grading operations and construction of the site improvements.
13. The public sanitary sewer shall be completed, inspected, televised and approved by the Village including submittal of the required an as-built and record drawings prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.



Office of the Village  
Fire & Rescue Chief  
**Doug McElmury**

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Doug McElmury, Chief Fire & Rescue Department  
CC: Lt. Thomas Clark, Fire & Rescue Department  
Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Review of the Concept / Preliminary Site and Operational Plan S.E. Corner 104<sup>th</sup>  
Avenue and STH 50 in Prairie Ridge.  
DATE: July 1, 2012

This is a review for development of the south east corner of 104<sup>th</sup> Ave. and STH 50 for mass grading and to install infrastructure. Create four commercial lots, specific and detailed comments for each building will be submitted in the future.

Fire and Rescue Department comments:

1. **Distribution of Comments:** *the person who obtains the building permit to all Contractors and Subcontractors affected by this document shall distribute Copies of these comments. This document outlines critical times and deadlines. All recipients of this document need to become familiar with the contents.*
2. **Compliance:** A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.
3. In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State and or Village when applicable.
4. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.
5. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.

6. **Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire & Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Safety and Professional Services.
  
7. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building. Plan C-7 dated 6/7/12 shows the water main at W-4 diminishing to a 6 inch water main. The Fire and Rescue Department has concerns this may not be enough water and pressure to support the aboveground fire protection system and fire hydrants for all buildings. A fire protection designer must agree that the underground is adequate.
  
8. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
  - a. All entrances from public streets, as well as road and driveways around the proposed building must be a minimum of 30 feet wide.
  - b. All exterior exit pathways as well as access to the Fire Riser Room shall have a hard surface, leading to a hard surface.
  - c. An exterior personnel door shall be located in close proximity to each fire sprinkler riser.
  
9. **Fire Hydrants:** Fire hydrants shall be spaced no more than 350 feet apart around the perimeter of the building, per Village Ordinance 180-16. The insurance carrier must agree in writing to the hydrant spacing. As many hydrants as possible shall be supplied directly by municipal water. The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches. The Fire Department connections shall be located, and of sufficient height where typical snow fall or snow removal operations will not obstruct access.

10. **Pumper Pad:** There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. A guideline detail is attached and is meant to illustrate the requirements needed to meet the requirements stated in Village Ordinance 180-16.

There are no location or details of the Fire Department Connections (FDC) shown on these plans. The location of each FDC must be shown on the individual building plan and be approved by the Fire and Rescue Department.

*NOTE: The Fire Department Connection riser shall be a five (5) inch Storz fitting with a 30 degree bend.*

11. **Fire Alarm System:** The system shall be fully addressable so that detailed information will be received about the device in alarm. Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system.
12. **Knox Box:** Knox Boxes shall be provided for the building, a determination of the exact number required will need to be made. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.
13. **Final Inspection:** The General Contractor shall provide the following documentation at the time the Final Inspection takes place and before a building occupancy certificate will be issued.
- a. The fire protection contractor shall provide the owner with a letter (upon completion of the sprinkler work) stating the sprinkler system, or portion thereof, is "100% operational and built according to the design", Village Ordinance, 180-16 N.
  - b. Copy of contract with fire alarm central monitoring station.
  - c. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
  - d. Copies of the fire protection underground flushing documents.
  - e. Copies of the underground and fire sprinkler hydrostatic test certificates.
  - f. Copies of the fire sprinkler operational test certificates.
  - g. Copies of the fire alarm test documents.
  - h. Copies of other test documents such as, hood/ duct, smoke, etc...
  - i. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
  - j. Provide two- (2) CD's, one for the property owner and one for the Fire & Rescue Department. The disks shall include all Floor plans and fire protection plans for the building in an as-built condition.

- k. Place of Refuge: The architect shall provide for both the Owner and the Fire & Rescue Department the area within the building that can be used as a "place of refuge" or "safe haven" during severe weather such as a tornado.
  - l. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
  - m. AED, in place at such time a tenant takes occupancy.
  - n. A copy of the tenants Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.
  - o. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.
14. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.

**ORD. # 12-27**

**ORDINANCE TO AMEND  
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
2035 COMPREHENSIVE PLAN  
PURSUANT TO CHAPTER 390 OF THE  
VILLAGE MUNICIPAL CODE**

**BE IT ORDAINED** by the Village of Pleasant Prairie Board of Trustees, Kenosha County, Wisconsin, that the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan is hereby amended as follows:

1. **The Village of Pleasant Prairie Land Use Plan Map 9.9 is hereby amended as follows:**

The subject property is known as Lot 1 of CSM 2666 and located in a part of the U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as a portion of Tax Parcel Number 91-4-122-082-0203. The 2035 Land Use Plan is hereby amended to correctly identify the field delineated wetlands as shown on **Exhibit 1** by placing them into the Park, Recreational and Other Opens Space Lands based on the field verified wetlands land use designation; and by placing the non-wetland areas into the Commercial Lands, with a Community Retail and Service Centers land use designation.

2. **Appendix 10-3 entitled "Amendments to the 2035 Land Use Plan Map 9.9 is hereby updated to reference said amendment.**

The Village Community Development Director is hereby directed to record this Amendment to the Comprehensive Plan on the appropriate pages of said Plan and to update Appendix A in Chapter 390 of the Village Municipal Code to include said amendment.

**Adopted this 20<sup>th</sup> day of August, 2012.**

VILLAGE OF PLEASANT PRAIRIE

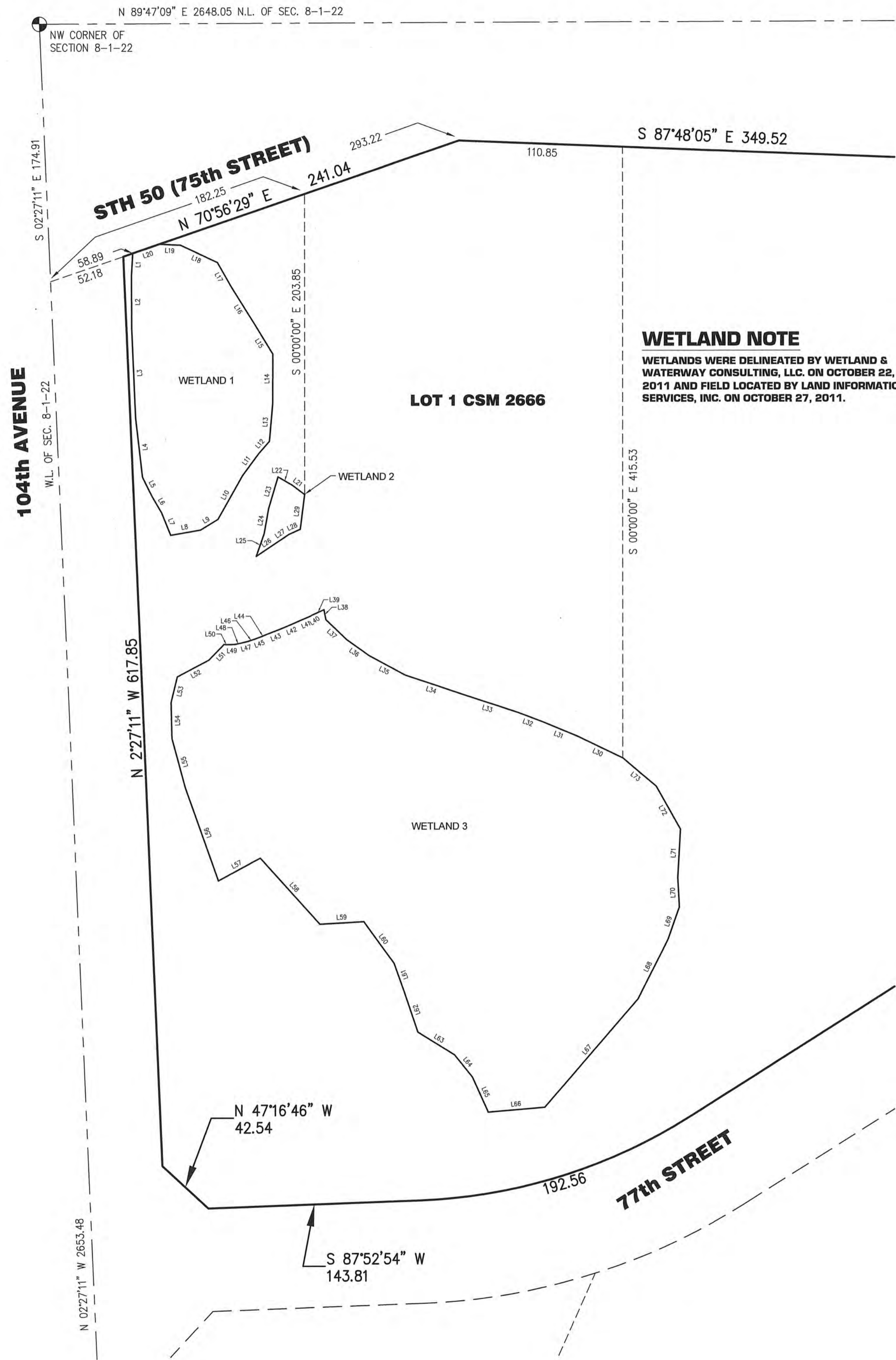
ATTEST:

\_\_\_\_\_  
John P. Steinbrink  
Village President

\_\_\_\_\_  
Jane M. Romanowski  
Village Clerk

Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent: \_\_\_\_

Posted: \_\_\_\_\_



**WETLAND NOTE**  
 WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011.

**WETLAND 1**

Part of Lot 1, of Certified Survey Map No. 2666, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 241.04 feet to a point on the South right-of-way of S.T.H. "50" (75th Street) and the point of beginning of this description; run thence S03°08'12"W 14.92 feet; thence S00°07'49"E 36.11 feet; thence S02°29'30"E 61.02 feet; thence S06°36'02"E 40.00 feet; thence S26°12'38"E 14.49 feet; thence S30°13'22"E 13.01 feet; thence S21°56'18"E 16.70 feet; thence N80°02'16"E 20.57 feet; thence N58°13'21"E 13.82 feet; thence N29°14'54"E 34.16 feet; thence N36°55'00"E 18.77 feet; thence N41°28'48"E 10.58 feet; thence N04°52'34"E 25.88 feet; thence N00°11'26"E 33.52 feet; thence N31°23'10"W 21.94 feet; thence N31°46'10"W 32.28 feet; thence N29°28'04"W 18.57 feet; thence N64°39'40"E 27.66 feet; thence N87°22'50"W 14.28 feet; thence S70°56'29"W 19.24 feet to the point of beginning. Containing 14,380 S.F.

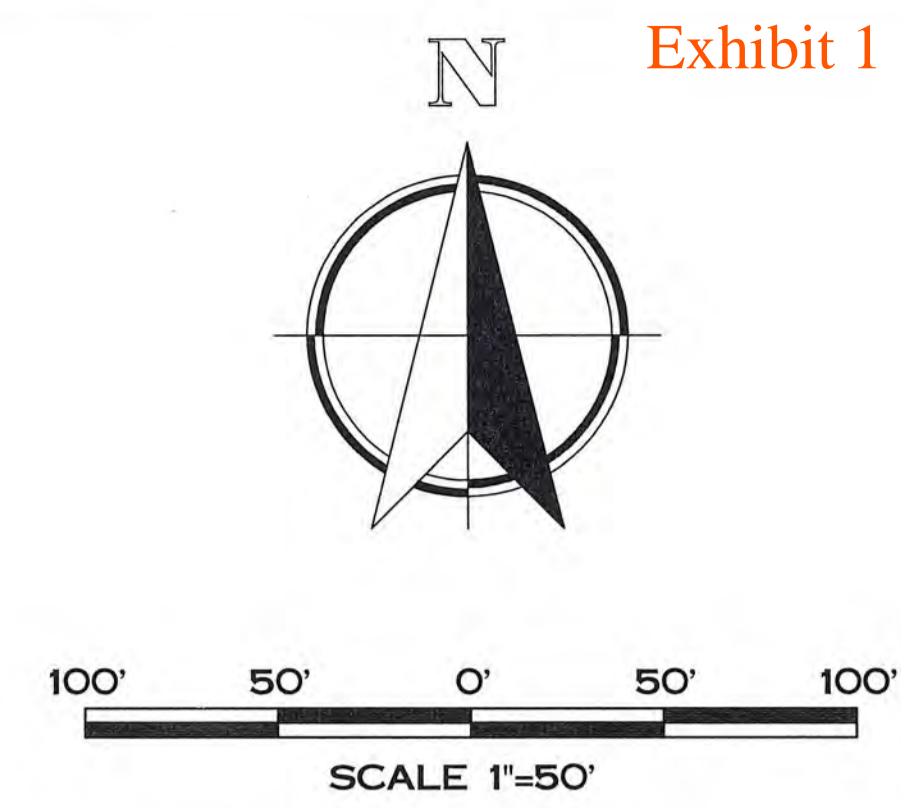
**WETLAND 2**

Part of Lot 1, of Certified Survey Map No. 2666, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 182.25 feet to a point on the South right-of-way of S.T.H. "50" (75th Street); thence S00°00'00"E 203.85 feet to the point of beginning of this description; run thence N52°55'44"W 11.00 feet; thence N60°08'49"W 10.65 feet; thence S16°29'28"W 22.61 feet; thence S10°02'01"W 17.33 feet; thence S19°11'16"W 16.39 feet; thence N56°08'19"E 17.50 feet; thence N55°35'14"E 9.34 feet; thence N65°40'12"E 8.43 feet; thence N07°00'03"E 23.97 feet to the point of beginning. Containing 885 S.F.

**WETLAND 3**

Part of Lot 1, of Certified Survey Map No. 2666, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 293.22 feet to an angle point on the South right-of-way of S.T.H. "50" (75th Street); thence S87°48'05"E 110.85 feet along said South right-of-way; thence S00°00'00"E 415.53 feet to the point of beginning of this description; run thence N64°18'08"W 33.54 feet; thence N67°27'14"W 25.67 feet; thence N69°08'28"W 19.06 feet; thence N71°52'02"W 39.45 feet; thence N71°18'34"W 40.56 feet; thence N61°27'56"W 27.63 feet; thence N54°29'30"W 18.91 feet; thence N46°02'48"W 19.43 feet; thence N10°55'43"W 6.86 feet; thence S65°41'17"W 8.74 feet; thence S55°05'59"W 1.42 feet; thence S66°45'48"W 10.42 feet; thence S66°31'59"W 10.37 feet; thence S68°29'55"W 12.62 feet; thence S67°47'02"W 3.22 feet; thence S69°48'16"W 4.56 feet; thence S72°29'55"W 4.56 feet; thence S75°11'50"W 4.56 feet; thence S77°54'01"W 4.56 feet; thence S88°33'38"W 4.22 feet; thence N83°15'30"W 3.10 feet; thence S44°04'00"W 14.88 feet; thence S61°55'16"W 24.15 feet; thence S13°45'04"W 17.92 feet; thence S01°24'08"E 24.36 feet; thence S15°11'59"E 34.80 feet; thence S19°39'59"E 66.80 feet; thence N61°27'54"E 32.28 feet; thence S42°04'10"E 60.47 feet; thence N86°54'49"E 29.77 feet; thence S36°18'19"E 34.46 feet; thence S19°46'51"E 20.03 feet; thence S18°43'23"E 29.41 feet; thence S58°08'04"E 29.20 feet; thence S39°04'00"E 19.29 feet; thence S24°14'15"E 26.27 feet; thence N85°10'03"E 38.41 feet; thence N40°45'58"E 96.87 feet; thence N26°48'15"E 45.15 feet; thence N19°23'02"E 23.06 feet; thence N02°54'09"W 19.95 feet; thence N02°56'40"E 32.95 feet; thence N29°20'43"W 33.59 feet; thence N50°05'36"W 29.52 feet to the point of beginning. Containing 66,843 S.F.

*Mark R. Madsen*  
 Mark R. Madsen, S-2271

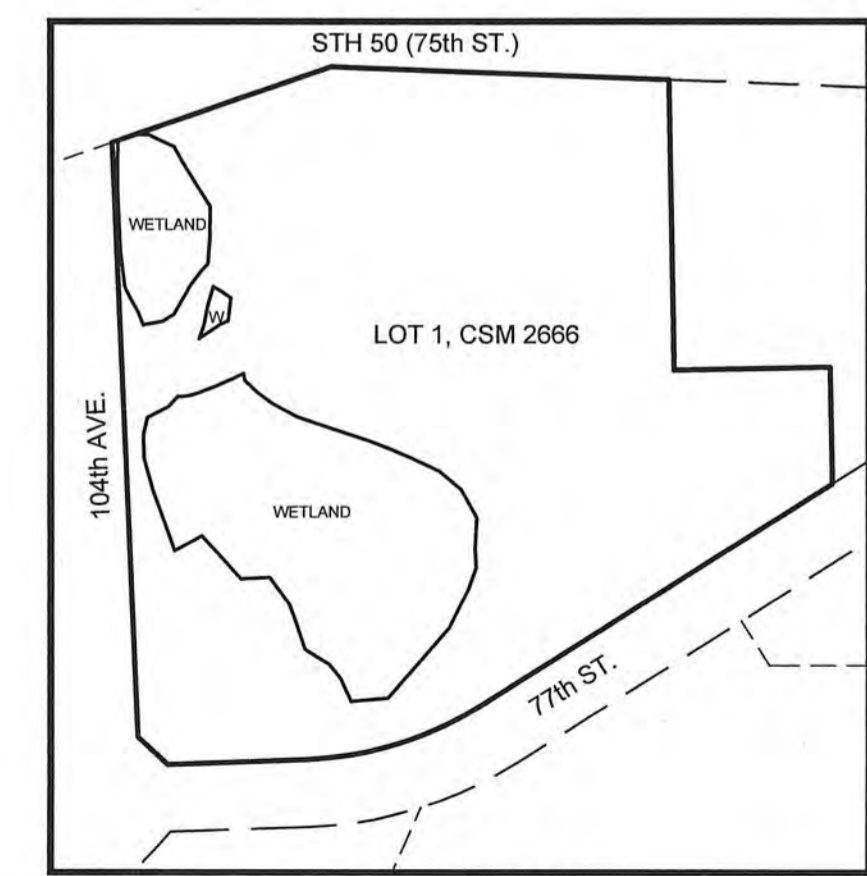


Wetland 1 Line Table		
Line #	Length	Direction
L1	14.92	S03°08'12"W
L2	36.11	S00°07'49"E
L3	61.02	S02°29'30"E
L4	40.00	S06°36'02"E
L5	14.49	S26°12'38"E
L6	13.01	S30°13'22"E
L7	16.70	S21°56'18"E
L8	20.57	N80°02'16"E
L9	13.82	N58°13'21"E
L10	34.16	N29°14'54"E
L11	18.77	N36°55'00"E
L12	10.58	N41°28'48"E
L13	25.88	N04°52'34"E
L14	33.52	N00°11'26"E
L15	21.94	N31°23'10"W
L16	32.28	N31°46'10"W
L17	18.57	N29°28'04"W
L18	27.66	N64°39'40"W
L19	14.28	N87°22'50"W
L20	19.24	S70°56'29"W

Wetland 2 Line Table		
Line #	Length	Direction
L21	11.00	N52°55'44"W
L22	10.65	N60°08'49"W
L23	22.61	S16°29'28"W
L24	17.33	S10°02'01"W
L25	16.39	S19°11'16"W
L26	17.50	N56°08'19"E
L27	9.34	N55°35'14"E
L28	8.43	N65°40'12"E
L29	23.97	N07°00'03"E

Wetland 3 Line Table		
Line #	Length	Direction
L30	33.54	N64°18'08"W
L31	25.67	N67°27'14"W
L32	19.06	N69°08'28"W
L33	39.45	N71°52'02"W
L34	40.56	N71°18'34"W
L35	27.63	N61°27'56"W
L36	18.91	N54°29'30"W
L37	19.43	N46°02'48"W
L38	6.86	N10°55'43"W
L39	8.74	S65°41'17"W
L40	1.42	S55°05'59"W
L41	10.42	S66°45'48"W
L42	10.37	S66°31'59"W
L43	12.62	S68°29'55"W
L44	3.22	S67°47'02"W
L45	4.56	S69°48'16"W
L46	4.56	S72°29'55"W
L47	4.56	S75°11'50"W
L48	4.56	S77°54'01"W
L49	4.22	S88°33'38"W
L50	3.10	N83°15'30"W
L51	14.88	S44°04'00"W

Wetland 3 Line Table		
Line #	Length	Direction
L52	24.15	S61°55'16"W
L53	17.92	S13°45'04"W
L54	24.36	S01°24'08"E
L55	34.80	S15°11'59"E
L56	66.80	S19°39'59"E
L57	32.28	N61°27'54"E
L58	60.47	S42°04'10"E
L59	29.77	N86°54'49"E
L60	34.46	S36°18'19"E
L61	20.03	S19°46'51"E
L62	29.41	S18°43'23"E
L63	29.20	S58°08'04"E
L64	19.29	S39°04'00"E
L65	26.27	S24°14'15"E
L66	38.41	N85°10'03"E
L67	96.87	N40°45'58"E
L68	45.15	N26°48'15"E
L69	23.06	N19°23'02"E
L70	19.95	N02°54'09"W
L71	32.95	N02°56'40"E
L72	33.59	N29°20'43"W
L73	29.52	N50°05'36"W



**NOTES**  
 BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.

**mb**  
 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.nmbcsc.net

**PRAIRIE RIDGE WEST  
 WETLAND REZONING EXHIBIT  
 FOR  
 WATER STREET LAND, LLC.  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

NO.	REVISION	DATE
1	CORRECTED LEGALS	7-30-12

PROJ. MGR:	MDE
DRAFTED:	SCB
DATE:	7-2-2012
CHECKED:	MRM
DATE:	7-30-12

**2012.0009.01**  
 SHEET  
**1** OF **1**



**ORD. # 12-28**

**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 subject property is located at the southeast corner of STH 50 and 104<sup>th</sup> Avenue within the Prairie Ridge development and known as Lot 1 of CSM 2666 located in U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 91-4-122-082-0203 is hereby rezoned as follows: 1) the field delineated wetlands as shown and legally described on **Exhibit 1** are rezoned into the C-1, Lowland Resource Conservancy District; 2) the non-wetland areas are rezoned into the B-2, Community Business District; and the entire *property* is zoned Planned Unit Development District (PUD).

The Village Zoning Administrator is hereby directed to record these Zoning Map Amendments 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 amendments.

**Adopted this 20<sup>th</sup> day of August, 2012.**

**VILLAGE BOARD OF TRUSTEES**

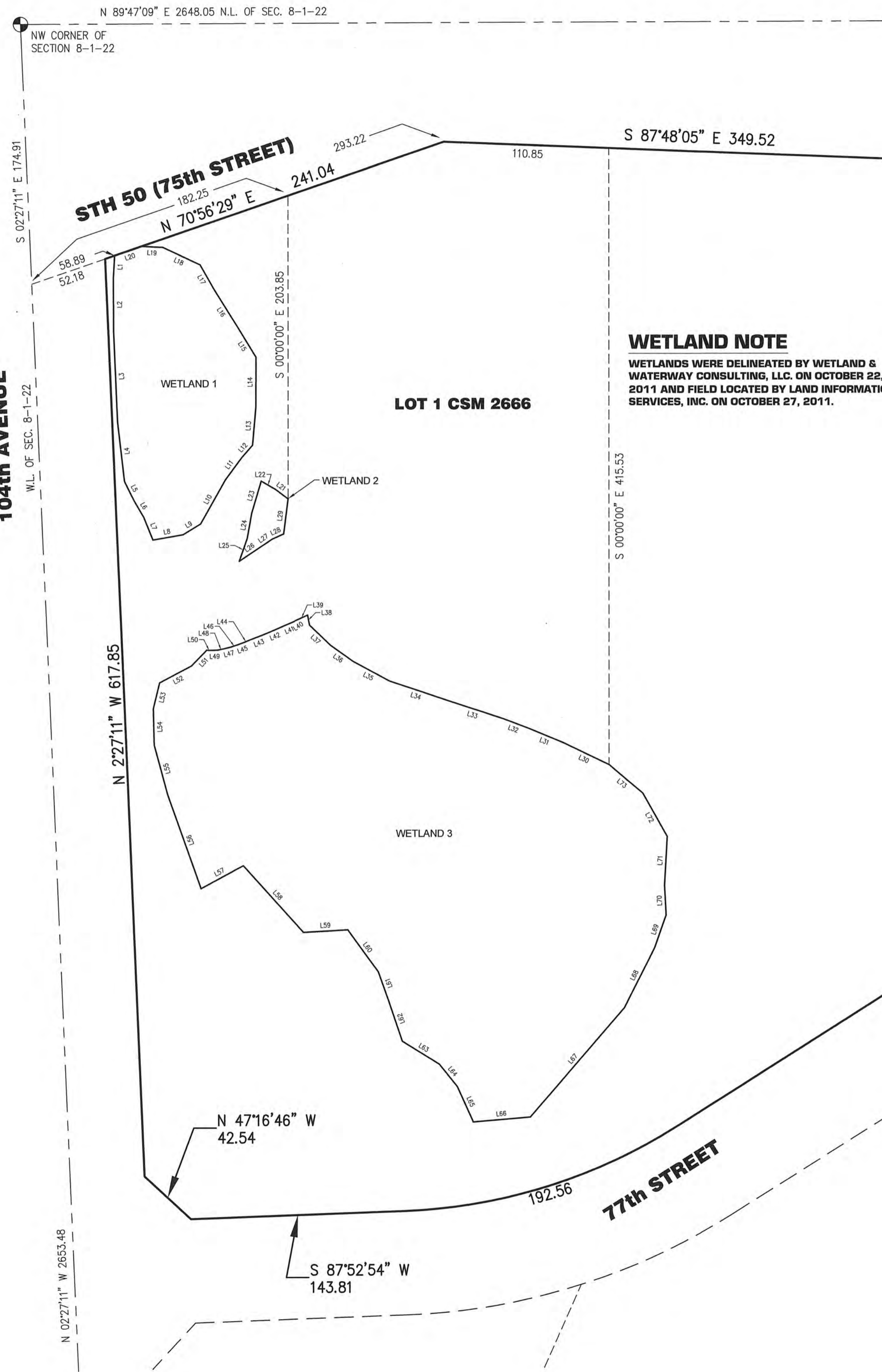
\_\_\_\_\_  
John P. Steinbrink  
Village President

ATTEST:

\_\_\_\_\_  
Jane M. Romanowski  
Village Clerk

Posted: \_\_\_\_\_

104th AVENUE



**WETLAND NOTE**

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011.

**WETLAND 1**

Part of Lot 1, of Certified Survey Map No. 2666, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 241.04 feet to a point on the South right-of-way of S.T.H. "50" (75th Street) and the point of beginning of this description; run thence S03°08'12"W 14.92 feet; thence S00°07'49"E 36.11 feet; thence S02°29'30"E 61.02 feet; thence S06°36'02"E 40.00 feet; thence S26°12'38"E 14.49 feet; thence S30°13'22"E 13.01 feet; thence S21°56'18"E 16.70 feet; thence N80°02'16"E 20.57 feet; thence N58°13'21"E 13.82 feet; thence N29°14'54"E 34.16 feet; thence N36°55'00"E 18.77 feet; thence N41°28'48"E 10.58 feet; thence N04°52'34"E 25.88 feet; thence N00°11'26"E 33.52 feet; thence N31°23'10"W 21.94 feet; thence N31°46'10"W 32.28 feet; thence N29°28'04"W 18.57 feet; thence N64°39'40"E 27.66 feet; thence N87°22'50"W 14.28 feet; thence S70°56'29"W 19.24 feet to the point of beginning. Containing 14,380 S.F.

**WETLAND 2**

Part of Lot 1, of Certified Survey Map No. 2666, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 182.25 feet to a point on the South right-of-way of S.T.H. "50" (75th Street); thence S00°00'00"E 203.85 feet to the point of beginning of this description; run thence N52°55'44"W 11.00 feet; thence N60°08'49"W 10.65 feet; thence S16°29'28"W 22.61 feet; thence S10°02'01"W 17.33 feet; thence S19°11'16"W 16.39 feet; thence N56°08'19"E 17.50 feet; thence N55°35'14"E 9.34 feet; thence N65°40'12"E 8.43 feet; thence N07°00'03"E 23.97 feet to the point of beginning. Containing 885 S.F.

**WETLAND 3**

Part of Lot 1, of Certified Survey Map No. 2666, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 293.22 feet to an angle point on the South right-of-way of S.T.H. "50" (75th Street); thence S87°48'05"E 110.85 feet along said South right-of-way; thence S00°00'00"E 415.53 feet to the point of beginning of this description; run thence N64°18'08"W 33.54 feet; thence N67°27'14"W 25.67 feet; thence N69°08'28"W 19.06 feet; thence N71°52'02"W 39.45 feet; thence N71°18'34"W 40.56 feet; thence N61°27'56"W 27.63 feet; thence N54°29'30"W 18.91 feet; thence N46°02'48"W 19.43 feet; thence N10°55'43"W 6.86 feet; thence S65°41'17"W 8.74 feet; thence S55°05'59"W 1.42 feet; thence S66°45'48"W 10.42 feet; thence S66°31'59"W 10.37 feet; thence S68°29'55"W 12.62 feet; thence S67°47'02"W 3.22 feet; thence S69°48'16"W 4.56 feet; thence S72°29'55"W 4.56 feet; thence S75°11'50"W 4.56 feet; thence S77°54'01"W 4.56 feet; thence S88°33'38"W 4.22 feet; thence N83°15'30"W 3.10 feet; thence S44°04'00"W 14.88 feet; thence S61°55'16"W 24.15 feet; thence S13°45'04"W 17.92 feet; thence S01°24'08"E 24.36 feet; thence S15°11'59"E 34.80 feet; thence S19°39'59"E 66.80 feet; thence N61°27'54"E 32.28 feet; thence S42°04'10"E 60.47 feet; thence N86°54'49"E 29.77 feet; thence S36°18'19"E 34.46 feet; thence S19°46'51"E 20.03 feet; thence S18°43'23"E 29.41 feet; thence S58°08'04"E 29.20 feet; thence S39°04'00"E 19.29 feet; thence S24°14'15"E 26.27 feet; thence N85°10'03"E 38.41 feet; thence N40°45'58"E 96.87 feet; thence N26°48'15"E 45.15 feet; thence N19°23'02"E 23.06 feet; thence N02°54'09"W 19.95 feet; thence N02°58'40"E 32.95 feet; thence N29°20'43"W 33.59 feet; thence N50°05'36"W 29.52 feet to the point of beginning. Containing 66,843 S.F.

*Mark R. Madsen*  
Mark R. Madsen, S-2271



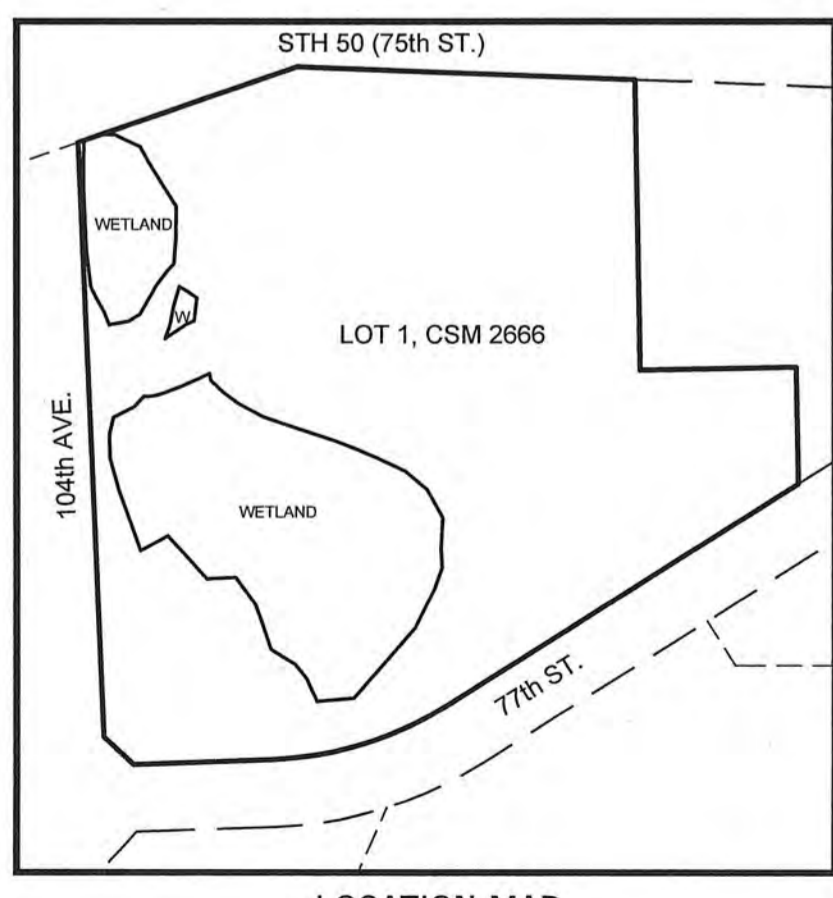
Exhibit I

Wetland 1 Line Table		
Line #	Length	Direction
L1	14.92	S03°08'12"W
L2	36.11	S00°07'49"E
L3	61.02	S02°29'30"E
L4	40.00	S06°36'02"E
L5	14.49	S26°12'38"E
L6	13.01	S30°13'22"E
L7	16.70	S21°56'18"E
L8	20.57	N80°02'16"E
L9	13.82	N58°13'21"E
L10	34.16	N29°14'54"E
L11	18.77	N36°55'00"E
L12	10.58	N41°28'48"E
L13	25.88	N04°52'34"E
L14	33.52	N00°11'26"E
L15	21.94	N31°23'10"W
L16	32.28	N31°46'10"W
L17	18.57	N29°28'04"W
L18	27.66	N64°39'40"W
L19	14.28	N87°22'50"W
L20	19.24	S70°56'29"W

Wetland 2 Line Table		
Line #	Length	Direction
L21	11.00	N52°55'44"W
L22	10.65	N60°08'49"W
L23	22.61	S16°29'28"W
L24	17.33	S10°02'01"W
L25	16.39	S19°11'16"W
L26	17.50	N56°08'19"E
L27	9.34	N55°35'14"E
L28	8.43	N65°40'12"E
L29	23.97	N07°00'03"E

Wetland 3 Line Table		
Line #	Length	Direction
L30	33.54	N64°18'08"W
L31	25.67	N67°27'14"W
L32	19.06	N69°08'28"W
L33	39.45	N71°52'02"W
L34	40.56	N71°18'34"W
L35	27.63	N61°27'56"W
L36	18.91	N54°29'30"W
L37	19.43	N46°02'48"W
L38	6.86	N10°55'43"W
L39	8.74	S65°41'17"W
L40	1.42	S55°05'59"W
L41	10.42	S66°45'48"W
L42	10.37	S66°31'59"W
L43	12.62	S68°29'55"W
L44	3.22	S67°47'02"W
L45	4.56	S69°48'16"W
L46	4.56	S72°29'55"W
L47	4.56	S75°11'50"W
L48	4.56	S77°54'01"W
L49	4.22	S88°33'38"W
L50	3.10	N83°15'30"W
L51	14.88	S44°04'00"W

Wetland 3 Line Table		
Line #	Length	Direction
L52	24.15	S61°55'16"W
L53	17.92	S13°45'04"W
L54	24.36	S01°24'08"E
L55	34.80	S15°11'59"E
L56	66.80	S19°39'59"E
L57	32.28	N61°27'54"E
L58	60.47	S42°04'10"E
L59	29.77	N86°54'49"E
L60	34.46	S36°18'19"E
L61	20.03	S19°46'51"E
L62	29.41	S18°43'23"E
L63	29.20	S58°08'04"E
L64	19.29	S39°04'00"E
L65	26.27	S24°14'15"E
L66	38.41	N85°10'03"E
L67	96.87	N40°45'58"E
L68	45.15	N26°48'15"E
L69	23.06	N19°23'02"E
L70	19.95	N02°54'09"W
L71	32.95	N02°58'40"E
L72	33.59	N29°20'43"W
L73	29.52	N50°05'36"W



**NOTES**  
BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.

**mb**  
Nielsen Madsen & Barber S.C.  
Civil Engineers and Land Surveyors  
1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
Tel: (262)634-5588 Fax: (262)634-5024  
Website www.nmbcsc.net

**PRAIRIE RIDGE WEST  
WETLAND REZONING EXHIBIT  
FOR  
WATER STREET LAND, LLC.  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

NO.	1	CORRECTED LEGALS
REVISION		
BY	DATE	
SCB	7-30-12	

PROJ. MGR: MDE  
DRAFTED: SCB  
DATE: 7-2-2012  
CHECKED: MRM  
DATE: 7-30-12

**2012.0009.01**  
SHEET  
**1** OF **1**

**ORD. # 12-29**

**ORDINANCE TO CREATE THE  
PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT  
PLANNED UNIT DEVELOPMENT (PUD) PURSUANT TO  
CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the following Planned Unit Development (PUD) Ordinance is hereby created for the Prairie Ridge West Commercial Development pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

**PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT PLANNED UNIT DEVELOPMENT**

- a. It is the intent that the Prairie Ridge West Commercial Development (hereinafter referred to as the "DEVELOPMENT"), will provide for structures, improvements and uses on the property as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District 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, sitting areas, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial development area and seek to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties located both in the Village of Pleasant Prairie and the nearby City of Kenosha as well as avoids unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.
- b. Legal Description: The properties included are collectively known as Lot 1, 2, 3 and 4 of CSM [REDACTED] as recorded at the Kenosha County Register of Deeds Office on [REDACTED], 2012 as Document # [REDACTED] (previously a part of Outlot 23 of Prairie Ridge Subdivision, and was initially divided into three parcels pursuant to Certified Survey Map No. 2107 ("CSM 2107"); Parcel 3 of CSM 2107 was subsequently divided into three parcels pursuant to Certified Survey Map No. 2283 ("CSM 2283"); Parcel 1 of CSM 2283 was subsequently divided into two lots pursuant to Certified Survey Map No. 2482 ("CSM 2482"); Lot 1 of CSM 2482 was subsequently divided into two lots pursuant to Certified Survey Map No. 2666 ("CSM 2666"); Lot 1 of CSM 2666) and located in U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie as shown on **Exhibit 1** and herein after referred to as the "DEVELOPMENT".
- c. Requirements within the DEVELOPMENT:
- (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
  - (ii) The DEVELOPMENT shall be in compliance with the *Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants*, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.
  - (iii) The DEVELOPMENT shall be in compliance with the *Declaration of Covenants and Restrictions for Prairie Ridge West Commercial Development*, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.

- (iv) All public improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the Development Agreement entered into between the Village and Water Street Land LLC on \_\_\_\_\_, 2012.
- (v) All private improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the approved Development Plans on file with the Village and as referenced in the Development Agreement entered into between the Village and Water Street Land LLC on \_\_\_\_\_, 2012, and any subsequently approved amendment.
- (vi) The DEVELOPMENT shall be in compliance with the approved Maintenance Plan as may be amended from time to time, related to how the private sanitary sewer, water and storm sewer infrastructure systems will comply with WI Department of Natural Resources maintenance requirements and standards.
- (vii) The DEVELOPMENT, including but not limited to, the building(s), sign(s), fence(s), garbage dumpster enclosures, landscaping, parking lot(s), exterior site lighting, etc., and the site as a whole, shall be maintained on a regular basis in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This site maintenance shall also include the daily picking up and disposal of trash and debris which may accumulate on the sites.
- (viii) Except as provided herein, the DEVELOPMENT shall be in compliance with ORDINANCE #07-28, adopted by the Village Board on July 16, 2007, and entitled ***Prairie Ridge Planned Unit Development Ordinance***. Said Ordinance, as requested by the owners and approved by the Village, may be amended from time to time.
- (ix) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village Board on August 20, 2012.
- (x) All buildings, except a standalone DSIS building that shall be 120 square feet or less within the DEVELOPMENT, shall comply with the fire suppression requirements of Chapter 180 of the Village Municipal Code (including buildings within the DEVELOPMENT that are less than 3,500 square feet or less than two stories in height).
- (xi) The DEVELOPMENT shall be in compliance with all applicable Site and Operational Plan(s), Conditional Use Permits (if applicable) and other Planned Unit Developments (if applicable), as on file with the Village.
- (xii) All buildings and site alterations and modifications, excluding general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
- (xiii) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture, etc. with the Prairie Ridge entire commercial area included within the Prairie Ridge Subdivision.
- (xiv) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development PUD and shall continue to comply with this PUD and all other PUDs that may be applicable to Prairie Ridge West Commercial Development, which may be amended from time to time. Specifically, but not limited to, the commercial buildings parking lots shall be utilized as a shared parking lots and cross-access easements shall be

designed in order to allow and facilitate the movement of vehicular traffic from property to property.

- (xv) No trucks [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] parking allowed within the DEVELOPMENT.
- (xvi) Detached/attached outdoor seasonal sale displays and product sales areas (e.g. Christmas tree sales, pumpkin sales, other seasonal merchandise sales, general merchandise sales, special party supply sales, etc.) shall not be allowed. There shall be no sidewalk displays of merchandise or any other items, including temporary signage that is not allowed by the Zoning Ordinance. Holiday decorations are allowed insofar as they are timely removed within 21 days after the holiday.
- (xvii) Commercial communication antennas, whips, panels, satellite dishes or other similar transmission or reception devices that are mounted inside the buildings or are adequately camouflaged so as not to be readily seen by the general public, as either an accessory use, as specified in Chapter 420-120 D. (3) of the Village Zoning Ordinance are allowed without approval of a Conditional Use Permit within this Development.
- (xviii) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) and compactors are not allowed within the DEVELOPMENT. All merchandise, product, crate, pallet, etc., storage shall be stored inside a building.
- (xix) No flags, pennants, streamers, inflatable signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
- (xx) No raceways or box signage or neon tube banding around the buildings shall be permitted on any buildings within the DEVELOPMENT.
- (xxi) All wall mounted signage shall be located on the buildings as approved by the Village. No signage shall cross over the architectural panels or details of the building. Specific signage plans shall be reviewed and approved for each building.
- (xxii) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times for the B-2 District at all times during the year, even during the holiday seasons. Extended hours of business operations or hours may be granted by the Village if the owners/tenants enter into a separate Agreement with the Village for the provision of additional police officers and any related fees for additional security as determined necessary by the Village Police Chief.
- (xxiii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xxiv) The DEVELOPMENT shall not be used for any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations. No extended overnight parking of passenger vehicles is allowed in the parking lots.
- (xxv) In the event that any tenant requests public transportation to service the DEVELOPMENT, it shall be the responsibility of the requesting party(ies) to fund the cost of providing such public transportation to and from the DEVELOPMENT.

(xxvi) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

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

- (i) Section 420-119 I (1) related to Lot Size in the B-2 District is amended as follows:
  - (1) Lot size: Lots 1 and 4 shall be a minimum of two acres, Lots 2 and 3 shall be a minimum of 1.3 acres.
- (ii) Section 420-119 I (3) related to Open Space is amended as follows:
  - (3) Each lot within the DEVELOPMENT shall maintain a minimum of 25% open space and the entire DEVELOPMENT shall maintain a minimum 75% open space.
- (iii) Section 420-119 I (4) (a) related to gross floor area for principal buildings shall be amended as follows:
  - (a) Gross floor area: 3,000 square feet minimum and 12,000 square feet maximum for all buildings within the DEVELOPMENT, except for a DSIS building which is allowed to be a maximum of 120 square feet on Lot 4.
- (iv) Section 420-119 I (4) (c) related to building setbacks is amended as follows:
  - (c) Setbacks:
    - [1] Lots 1 and 2: minimum of 65 feet from property line adjacent to STH 50 and a minimum of 30 feet from all other property lines.
    - [2] Lot 3: minimum of 40 feet from property line adjacent to 77<sup>th</sup> Street, a minimum of 20 feet from west property line and a minimum of 30 feet from north and east property lines.
    - [3] Lot 4: minimum of 30 feet from the property lines adjacent to 77<sup>th</sup> Street and 104<sup>th</sup> Avenue and a minimum of 30 feet from all other property lines. If a DSIS building is located on Lot 4 it shall be located a minimum of five feet from the back of any sidewalk provided the building is not located within any easements and is not located within any dedicated public right-of-way.
    - [4] Wetland setback: 25 feet minimum.
- (v) Section 420-47 E related to setbacks for driveways is amended as follows:
  - E. Setback. The shared access driveways for said Lots may cross property lines with the DEVELOPMENT but shall be a minimum of 20 feet from the side or rear property lines of the entire DEVELOPMENT and a minimum of five feet from any wetlands on said property.
- (vi) Section 420-47 L related to setbacks for parking spaces and parking lots shall be amended as follows:
  - L. Parking areas including maneuvering lanes shall be set back a minimum of 20 feet from the adjoining public street rights-of-way of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street and a minimum of 10 feet from the adjoining public street right of way of STH 50; a minimum of five feet from any wetlands within the DEVELOPMENT; a minimum of 10 feet from the eastern property lines on Lots 2 and 3 within the

DEVELOPMENT; no setback is required between all interior lot lines within the DEVELOPMENT due to their nature of **being "shared"** improvement; and all parking lots shall be setback a minimum of 20 feet from the parking lot adjacent to the north/south shared access on Lots 1, 3 and 4 within the DEVELOPMENT

(vii) Section 420-76 T. related to Primary Monument Signs shall be amended as follows:

T. Primary Monument Signs

- (1) One sign is required for each property within the DEVELOPMENT.
- (2) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.
- (3) Maximum area: 130 square feet per face, except:
- (4) Maximum height: 10 feet for Lots 1 and 2 and six feet for Lots 2 and 3.
- (5) Minimum setback distance: 10 feet from any public street or highway right-of-way line and shall not be located within any easement wherein such sign is not expressly permitted.
- (6) Shall include the street address of the principal building on the property, including the street number(s) and the name of the street, but such address may be placed on the base of the sign (where they will not count toward the maximum area of the sign display).
- (7) Landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the sign.
- (8) May be illuminated.
- (9) Shall be placed on a solid-appearing decorative base which supports a minimum of 75% of the horizontal dimension of the sign display constructed or stone or brick to match the building.
- (10) The base of the sign shall be two feet height and shall not extend to either side of the sign display by a distance exceeding 1/2 of the horizontal dimension of the sign display, or extend above the level of the top of the sign display by a distance exceeding 1/2 of the vertical dimension of the sign display.
- (11) May be three-dimensional.

(viii) Section 420-76 Y. related to Secondary Monument Signs is amended as follows:

Y. Entry Monument Signs

- (1) Maximum number: Two Entry Monument signs area allowed, each sign shall be located no more than 15 feet from a primary entrance driveway to the DEVELOPMENT as measured from the back of the curb of the access road from 104<sup>th</sup> Avenue and 77<sup>th</sup> Street.
- (2) Minimum setback from any public street or highway right-of-way line: 10 feet and shall not be located within any easement wherein such sign is not expressly permitted.

- (3) Maximum height: four feet.
- (4) Maximum area: 24 square feet per face.
- (5) Landscaping: three feet in every direction from the sign base or other supporting structure.
- (6) May be illuminated.
- (7) Shall be placed on a solid or solid-appearing base which supports a minimum of 75% of the horizontal dimension of the sign display. The sign supports or base shall be constructed of materials complementary to the materials used in the development. The supports or base may not exceed two feet in height beneath the sign display.

(ix) Section 420-78 W related to standard minimum setbacks distances for signs is amended as follows:

W. Standard minimum setback distances. The following standard minimum setback distances shall apply to all signs:

- (1) Five feet from any wetland.
- (2) The distance from any side or rear property line equal to the height of the sign, except the Primary Monument Sign on Lot 2 may be setback a minimum of one foot from the west property line.

e. Amendments

- (i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

**Adopted this 20<sup>th</sup> day of August 2012.**

VILLAGE OF PLEASANT PRAIRIE

---

John P. Steinbrink  
Village President

ATTEST:

---

Jane M. Romanowski  
Village Clerk

Posted: \_\_\_\_\_



**DRAFT 8/10/12**

**DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND WATER STREET LAND, LLC REGARDING THE PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT**

**THIS DEVELOPMENT AGREEMENT** is made between Water Street Land, LLC, a Wisconsin limited liability company (the "Owner") with a business address of 770 N. Water Street, Milwaukee, WI 53202 and the Village of Pleasant Prairie, **(the "Village")**, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

**WITNESSETH:**

1. The Owner and the Village have entered into this Development Agreement dated as September \_\_\_\_, 2012 regarding a 9.2 acre, four (4) lot service/retail commercial development known as "Prairie Ridge West Commercial Development" **(the "Development")** located at the southeastern corner of State Trunk Highway 50 and 104<sup>th</sup> Avenue containing certain real property located within the Village, the legal description which is attached hereto as **EXHIBIT A** and incorporated herein by reference. A copy of the "**Prairie Ridge West Commercial Development** Planned Unit Development (PUD)" Development Plans as described below are on file with the Village Community Development Department and can be viewed at the Village Hall at the address stated above, relating to the Required Private and Public Improvements to be completed in and adjacent to the Development, all of which are a part of or provided for in this Development Agreement.
2. The Owner has agreed to and provided to the Village, among other things, the following:
  - a. The obligation and agreement to construct and maintain various required private infrastructure improvements pursuant to the Village approved Final Development Engineering Plans for the Development dated \_\_\_\_\_, \_\_\_\_.

2012: "Prairie Ridge Outlots Site Grading, Drainage, Utility & Pavement Improvements for Water Street Land, LLC" as prepared by Nielsen Madsen & Barber S.C. The referenced plan set specifically includes the following: Existing Conditions Survey, Conceptual Plan, Master Erosion Control Plan, Site Grading and Pavement Plan, Storm Sewer Plan, Site Utility Plan (Sewer and Water), Construction Details& Typical Sections and Construction Specifications. These Plans have been approved by the Village and include the following initial site improvements: mass site grading and pad-ready sites, filling of the wetlands for the gravel driveway entrance from 104<sup>th</sup> Avenue, a gravel entrance from 77<sup>th</sup> Street, a portion of the public sanitary sewer system, and portions of the private storm sewer and private water systems improvements. The approved Final Development Engineering Plans are on file with the Village **(EXHIBIT B)**; and

- b. The obligation and agreement to construct and maintain the required public improvements pursuant to the Village approved Development Engineering Plans includes: four (4) foot-wide concrete public sidewalks extending along 77<sup>th</sup> Street to 104<sup>th</sup> Avenue and public sanitary sewer system improvements to serve the Development. The attached **EXHIBIT B** sets forth the Final Development Engineering Plans and Related Documents including the **contractor's** cost estimate, engineering services cost estimate (Village construction related field staking, inspection and as-built preparation), sanitary sewer televising and cleaning cost estimate, certificate of insurance and irrevocable letter of credit requirements for the construction of the referenced public sidewalks and public sanitary sewer improvements; and
- c. The obligation and agreement to re-plant, stake, mulch, weed, water, trim and otherwise maintain the required public landscaping improvements (public street trees) adjacent to the Development and the private on-site landscaping and berming pursuant to the Village-approved Landscaping Plans. The required public landscaping specifically includes the public street trees in the right-of-ways of 77<sup>th</sup> Street and 104<sup>th</sup> Avenue adjacent to the Development; and

- d. The obligation and agreement to design, install and financially maintain a Digital Security Imaging System (DSIS) in accordance with Section 410-7 of the Village Municipal Code for security surveillance for the Development. A detailed DSIS Agreement and Access Easement were executed between the Owner and the Village. The DSIS Access Easement has been recorded with the Kenosha County Register of Deeds Office. Said executed DSIS documents are also on-file with the Village. As set forth in the DSIS, upon inspection and dedication of the DSIS by the owner to the Village, the Village has agreed to own and maintain the DSIS subject to the terms and conditions set forth in the DSIS Agreement; and
  - e. The obligation and agreement to remove dead or dying plant material, any trash or debris and otherwise maintain the wetland protection and preservation areas within Outlot 4 within the Development; and
  - f. The obligation and agreement to construct and maintain in compliance with Village Ordinances, and to the satisfaction of the Village, the buildings and structures, all common areas, driveways, signage, landscaping, lighting, parking lots, sidewalks in the Development pursuant to the Village Board approved Prairie Ridge West Commercial Development Planned Unit Development Ordinance #12- \_\_\_\_\_. **(EXHIBIT C).**
3. The Owner has agreed to dedicate the required public sanitary sewer system, public sidewalks and public street tree improvements to the Village after their installation, completion and Village inspection, and to the satisfaction of the Village. The Owner further understands that although the public sidewalks and public street trees are **being dedicated to the Village, it is the Owner's** ongoing obligation to maintain and repair or replace said sidewalks and street trees. Maintenance of the public sidewalks shall also include the snowplowing of the sidewalks adjacent to the Development.
4. The Owner has provided an Irrevocable Letter of Credit equal to the contract amount plus a 15 percent contingency, or a total of \$\_\_\_\_\_ ( ) to be used by the Village as financial **security for the Developer's obligations** to

complete the public sidewalks, public street trees and public sanitary sewer improvements for the Development. The original Letter of Credit, Cost Breakdown and Administrative Cash Payments documents **(EXHIBIT D)** is on file with the Village Clerk.

5. The Owner has authorized the preparation of a Certified Survey Map, with detailed Dedication and Easement Provisions Language, which the Village has conditionally approved subject to the Village staff comments, which divides the referenced property into four (4) Lots.
6. The Owner has incorporated the Prairie Ridge West Commercial Development Sub-Association for this Development and has prepared and recorded Prairie Ridge Commercial Declaration of Development Standards and Protective Covenants for the purpose of \_\_\_\_\_. Said Covenants have been recorded at the Kenosha County Register of Deeds Office.
7. This Development Agreement is not intended to benefit or to be enforceable by any person(s) other than the Village and the Owner and their respective successors and assigns of the properties as to this Agreement.

**IN WITNESS WHEREOF**, the Owner and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

***Notarized Signatures are on the Next Pages.***





Development Agreement  
Prairie Ridge West Commercial Development  
Water Street land, LLC  
Page 7 of 10

**EXHIBIT A**  
**LEGAL DESCRIPTION AND CERTIFIED SURVEY MAP**

Development Agreement  
Prairie Ridge West Commercial Development  
Water Street land, LLC  
Page 8 of 10

**EXHIBIT B**

**DEVELOPMENT ENGINEERING PLANS AND RELATED DOCUMENTS**



Development Agreement  
Prairie Ridge West Commercial Development  
Water Street land, LLC  
Page 9 of 10

**EXHIBIT C**

**PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT PLANNED UNIT DEVELOPMENT  
ORDINANCE #12-\_\_**

Development Agreement  
Prairie Ridge West Commercial Development  
Water Street land, LLC  
Page 10 of 10

**EXHIBIT D**

**IRREVOCABLE LETTER OF CREDIT, COST BREAKDOWN AND ADMINISTRATIVE CASH  
PAYMENTS FOR PUBLIC IMPROVEMENTS**

**DRAFT 7-20-12/REVISED 8/8/12**

**AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM**  
**("DSIS")**  
**BETWEEN THE VILLAGE OF PLEASANT PRAIRIE**  
**AND WATER STREET LAND LLC**

THIS AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM ("DSIS") (hereinafter referred to as the "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin Municipal Corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (the "Village"), WATER STREET LAND, LLC, a Limited Liability Company with a business address of 770 N. Water Street, Milwaukee, WI 53202 (the "Developer").

**WITNESSETH:**

**WHEREAS**, the Developer is the Owner of the real estate commonly known as Lots 1 and 2 of Certified Survey Map (CSM) # 2666, **(Exhibit A)** recorded in the office of the Register of Deeds for Kenosha County, Wisconsin as Document No. \_\_\_\_\_, being 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, Kenosha County, Wisconsin and having Tax Parcel Numbers 91-4-122-082-0203 (Lot 1) and 91-4-122-082-0204 (Lot 2); and

**WHEREAS**, the Developer is dividing Lots 1 and 2 of CSM 2666 into four (4) lots, known as Lots 1, 2 3, and 4 of CSM # \_\_\_\_\_ **(Exhibit B)** a Re-division of CSM # 2666, **(Exhibit B)** recorded in the office of the Register of Deeds for Kenosha County, Wisconsin as Document No. \_\_\_\_\_, being 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, Kenosha County, Wisconsin and having Tax Parcel Numbers 91-4-122-082-\_\_\_\_\_ (Lot 1), 91-4-122-082-\_\_\_\_\_ (Lot 2), 91-4-122-082-\_\_\_\_\_ (Lot 3), 91-4-122-082-\_\_\_\_\_ (Lot 4), **(collectively the "Developer Property")**(the Developer and all future owners of all or any part of the Developer Property are referred to herein as an "Owner" or the "Owners"); and

**WHEREAS**, the Developer desires to proceed with the development of the Developer Property as a Prairie Ridge Commercial Site **(the "Commercial Site")** consisting of commercial retail space in five (5) or more development sites; and

**WHEREAS**, the Developer Property is presently zoned B-2, Community Business District with a Planned Unit Development Overlay District (PUD), which zoning classifications allow for the development of commercial retail space in accordance with the Village Zoning Ordinance; and

**WHEREAS**, the Village Board approved Ordinance #00-43 to create a Signage Planned Unit Development (PUD) on May 15, 2000 for the Commercial Site; and

**WHEREAS**, the Village Board conditionally approved CSM #2666 on November 2, 2009 to subdivide the approximate 11.374 acre parcel into two (2) lots; and

**WHEREAS**, the Village Plan Commission conditionally approved the Final Site and Operational Plans for the proposed 7,441 square foot Olive Garden restaurant on proposed Lot 2 of the referenced CSM No. \_\_\_\_\_ of the Developer Property, on October 26, 2009; and

**WHEREAS**, the Village has required and the Owners have agreed that further development on the Developer Property will require additional security provisions pursuant to Village regulations in order to maintain a safe and enjoyable experience for retail customers; and

**WHEREAS**, The Owners desire to proceed with the development of four (4) additional Commercial Sites on the Developer Property to be constructed at the southeastern corner of State Highway 50 and 104<sup>th</sup> Avenue in the Village, consisting of approximately \_\_\_\_\_ square foot **Cheddar's Restaurant**, a future \_\_\_\_\_ square foot **Bob Evans Restaurant**, a \_\_\_\_\_ square foot commercial multi-tenant building and a \_\_\_\_\_ square foot commercial office on an 9.2-acre development site; and

**WHEREAS**, the Owners further agree to be in compliance with Village Municipal Code Chapter 410 entitled, "**Security Ordinance**" (adopted on November 7, 2005 as Ordinance #05-51) through the implementation and use of a DSIS which is described in **Exhibit C** (Request for Proposal/Scope of Work – CCTV Security Camera System Installation dated \_\_\_\_\_, 2012) attached hereto that monitors the exterior public spaces of commercial retail establishments and retail developments in the Prairie Ridge Development in the Village; and

**WHEREAS**, the DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine certain commercial retail establishments and retail development sites and will provide emergency response personnel with a visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers; and

**WHEREAS**, Section 410-7 of the referenced Security Ordinance Chapter provides the authority to the Community Development Department to have the discretion, on a case by case basis, to determine the adequacy, ownership and easement requirements of the DSIS. Further, the Community Development Department has the right to waive certain requirements of Chapter 410, and the Department has agreed to do so, based upon this Agreement being executed between the parties; and

**WHEREAS,** the Owners and the Village Community Development Department have reached an agreement under Section 410-7 that the Developer shall install the DSIS, and following the installation and inspection of the DSIS, the Owners have subsequently agreed to dedicate the DSIS to the Village and the Village has agreed to accept such dedication subject to the conditions set forth in this Agreement; and

**WHEREAS,** the Owners recognize that the Village will incur costs with regard to charges, insurance costs; maintenance and repair of the security equipment and program, depreciation and replacement costs and administrative processing charges described in Paragraph 1 of this Agreement, and, therefore, the Owners agree to reimburse the Village for certain costs related to the DSIS program as further described in Paragraph 1 of this Agreement.

**NOW, THEREFORE,** in consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Owners and the Village agree as follows:

1. Video Surveillance and Easement Requirements. As a pre-condition to the Village granting any verbal or written occupancy permits or approvals required by the Developer or future Owners for the Commercial Site buildings to be occupied, the Owners have agreed to install and maintain the DSIS for security surveillance purposes. The DSIS shall be the system described in **Exhibit C** which was created pursuant to the Request for Proposal/Scope of Work prepared by \_\_\_\_\_ for the Owners and dated on or about \_\_\_\_\_, 2012, which is incorporated herein by reference (the "Request for Proposal"). The Owners have obtained bids from qualified contractors and awarded the contract to \_\_\_\_\_ (**Exhibit D**) who shall install the DSIS. All such bids, and the contractors to be used, shall be subject to the prior written approval of the Village. During the installation of the DSIS as provided herein, the Village shall inspect the DSIS at the Owners' expense and, after the installation is complete, if it meets with the approval of the Village, the Village shall notify the Owners and the Owners shall dedicate the DSIS to the Village, at no cost to the Village. Each of the Owner(s) agrees to sign and deliver to the Village any and all documents, including but not limited to full system As-Built Drawings, DSIS installation and warranty information, copies of paid invoices for the work performed, and contractor lien waivers that are reasonably requested by the Village to confirm and facilitate such dedication of the DSIS to the Village. The DSIS shall be installed with at least a one (1) year warranty and the Owners shall assign all of their rights under such warranty to the Village, signing any documents the Village determines are reasonably necessary or appropriate to reflect the assignment of such warranty rights. The Owners shall be solely responsible for the initial cost for the purchase and installation of the DSIS. The Owners may recover their costs to install, operate and maintain the DSIS on the

benefitting properties for their proportion of the DSIS. This Agreement shall apply to all of the Developer Property. In the event any of the Owners build new buildings, alter buildings, add on to any buildings or otherwise change or increase the development on their respective Property, such Owner shall be **responsible for installing, at the Owner's sole expense, and dedicating to the Village**, such additional cameras and other exterior DSIS as the Village determines are necessary and appropriate to carry out the purposes of this Agreement. The initial DSIS system installed in accordance with **Exhibit C** and any future additions to such system as exterior building alterations or changes within the development or new or additional development takes place on any of the Developer Property, **shall all be referred to as the "DSIS"** for purposes of this Agreement.

a. Digital Security Imaging, Storage Devices, Related Equipment and Easements Required.

(i) The DSIS as described in **Exhibit C** adequately covers the Developer Property as the Village deems reasonably necessary. If any changes are made to any portion of the Developer Property, the determination as to the number and type of cameras which are reasonably **necessary for the Village's surveillance needs shall rest within the reasonable** discretion of the Village. All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on either the rooftops of the commercial retail buildings and attached via non-penetrating rooftop mounts, or upon parking lot light poles and light standards, as shown on **Exhibit C**, with any DSIS equipment added after any change to the Developer Property or subsequent Owner's portion of the Developer Property to be determined in the sole discretion of the Village. If the DSIS camera equipment is to be mounted on poles, the light poles must have an EPA value greater than the hardware attached and meet the specific wind load criteria for the region (estimated at 80 mph). The light poles must have an isolated raceway for the low voltage wiring. The Village will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in the Request for Proposal are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

(ii) The DSIS will function as set forth in **Exhibit C** and as deemed necessary by the Village, which may or may not be continuously, whether the businesses are open or closed and shall provide visible surveillance to the above described areas during hours of daylight and darkness.

(iii) The Owners agree to provide a security room in an existing or proposed Commercial Site building or a separate stand-alone hut pre-fabricated building with a stone, brick or block exterior measuring approximately eight (8) feet by eight (8) feet, located where described in the Request for Proposal on the Developer Property that will be accessible for the

exclusive use by the Village Departments and contracted Security Consultants and Inspectors. No other use shall share the same space.

(iv) The Owners agree to be responsible for all financial costs associated with the monthly billings for the utilities, electricity and high speed internet business connection for the DSIS equipment by making payments directly to the utility and communication companies. The Owners shall also be responsible for the monthly billings for heat and electricity and routine maintenance and upkeep of the security room which houses the DSIS equipment.

(v) At the discretion and sole control of the Village, digital video recorded by such system shall be archived in the security room for a period of not less than two (2) weeks and shall be available to the Village for public safety purposes directly through Internet Protocol (IP) **transmission via the Village's area-wide data network** and shall also provide a **"real time", "live look" surveillance capability via that same network.**

(vi) The Owners shall grant permanent easements to the Village allowing access and maintenance rights to all such systems, equipment, devices and areas associated with the DSIS. At the time of the execution of this Agreement by the Owners, the Owners shall also execute the recordable Access Easement document(s) attached hereto as **Exhibit E** and incorporated herein by reference.

b. Costs for the Video Surveillance System.

(i) Following the dedication by the Owners and acceptance by the Village, the Village shall have exclusive ownership and sole responsibility for the installation, operation, monitoring and maintenance of the DSIS. The Village covenants to operate and maintain the DSIS in good condition and repair. In addition to the costs being paid by the Owners directly to the utility and communication companies as referenced in Paragraph 1. a. iv. above, the Owners shall be responsible for the: (a) costs of installation and (b) inspection, equipment maintenance, repairs, insurance, and replacement and upgrading of the DSIS (provided, however, there shall be no upgrading of the DSIS more frequently than every five (5) years and such upgrading shall be only for a reasonably comparable replacement of any equipment then being used in the DSIS). The Owners shall pay the total cost of the initial installation and set-up of the DSIS, which is currently estimated at \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_) (the "total project cost") to the approved contractor. The Owners shall **pay the "Future Costs" associated with the operation of the DSIS, as described in Paragraphs 1.b.ii. and 1.b.iii. below. "Future Costs" shall include the "Village Staff Finance and Information Technology Department's administrative fee" (as defined below)** and such other costs as are more fully described in Paragraphs 1.b.ii. and 1.b.iii. below.

(ii) **The Owners shall pay the estimated first year's Future Costs as follows: For 2012, the Owners shall pay to the Village a sum representing 1% of the total project cost (the "Village Staff Finance and Information Technology Department's administrative fee") and 12% of the total project cost (the "maintenance/replacement fee"). These sums shall be due at the execution of the Agreement.**

(iii) The Owners shall also agree, under a Security Utility District established by the Village, to pay for the Future Costs following the one-year warranty period. Beginning January 1, 2013, the Owners will be billed from said Security Utility District on a monthly basis for said Future Costs. These estimated monthly payments for Future Costs will be reviewed annually based on actual expenses accrued, including depreciation and other reserves. In accordance with the Wisconsin State Statute 66.0809, any amounts assessed which are not paid when due are subject to a 10% penalty and may be levied as a tax against the lot or real estate to which the service was furnished and for which payment is delinquent. The Owners agree to the allocation as described in Paragraph 1.d. below as the allocation of the Future Costs and Assessments under this Paragraph 1.b.

(iv) The Village shall account separately for all funds collected and expenses accrued in a separate interest bearing general ledger account. The fees and costs are subject to annual reviews by the Village and **may be adjusted upon a showing that the Village's actual Future Costs are more than or less than (as the case may be), than the current monthly fees paid by the Owners.** The balance in the account should represent an estimate of one (1) year of Future Costs, plus the amount being accumulated for the future replacement and upgrading of the DSIS. Annually the account will be reviewed by the Village and future monthly billing will be adjusted to retain the balance as described above.

(v) As referenced above in Paragraph 1.a.iv., the Owners have agreed to provide utilities to serve both the DSIS equipment and the security room housing the DSIS. The Owners, at their sole cost and expense, shall also provide a conduit running to the security cameras as described in **Exhibit B** for low voltage as well as a separate conduit running to the cameras for high voltage. The Owners shall provide a business broadband internet connection consisting of at least 5MB to upload speed to serve the DSIS along with any and all necessary network switch equipment to enable the signal to reach its final viewing destination.

c. Increase in Total Project Cost. In the event any Owner changes or increases the development on their Property such that additional DSIS equipment and systems are installed as provided in Paragraph 1. above of this Agreement, the total cost for such additional DSIS equipment and **systems shall be added to the "total project cost" for purposes of determining the annual maintenance fee in Paragraph 1.b.(ii) above.**

d. Proportionate Shares. The Owners shall pay their proportionate share of the Future Costs as described and incorporated herein by reference.



e. Termination. The Village may terminate the DSIS at any time by written notice given to the Owners. Furthermore, the DSIS shall be deemed terminated in the event no part of the DSIS is operable or used for more than three hundred sixty (360) consecutive days. In the event no part of the DSIS is operable or used for a period of greater than one hundred eighty (180) days but less than three hundred sixty (360), the Village shall have the DSIS substantially operable for no less than three hundred sixty (360) consecutive days thereafter or it shall be deemed terminated. Upon any of the above referenced terminations, the Village shall promptly remove its DSIS equipment from the Developer Property and repair any damage caused to the Developer Property by such removal, and the easement attached hereto as shall be immediately released by the Village in a form satisfactory to the Owners.

2. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any dispute under this Agreement shall be venued only in the Circuit Court for Kenosha County.

b. Attorneys Fees and Interest. If any party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any part of this Agreement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such **dispute shall be reimbursed for its actual attorneys' fees and costs incurred** thereby, whether or not suit is actually filed. Any sums not paid when due, including without limitation any maintenance fee, shall, in addition to all other amounts owed under this Agreement or applicable law, accrue interest from the due date until paid at eighteen percent (18%) per annum.

c. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

d. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any party or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other party or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

e. Binding Agreement. This Agreement shall be binding on the parties and their successors and assigns and shall continue as a covenant and servitude running in perpetuity with all of the Developer Property . This **Agreement may be recorded with the Kenosha County Register of Deed's Office** against all of the Developer Property.

f. Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally by United States registered or certified mail, postage prepaid, or (2) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice). Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

*Names for Notices Appear on the Next Page*

If to the Developer and Owner:

Water Street Land, LLC

C/O BMO Harris Bank

Attn: \_\_\_\_\_, \_\_\_\_\_

770 N. Water Street

Milwaukee, WI 53202

If to the Village:

Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Michael R. Pollocoff, Village Administrator

And to the Village:

Village of Pleasant Prairie  
Community Development Department  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Jean M. Werbie-Harris,  
Community Development Director

g. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto.

h. Ordinance. The DSIS program under this Agreement shall be deemed to be sufficient to meet the requirements set forth in Chapter 410 of the Village Municipal Code.

i. Village's Contractors and Work. Any contractor coming onto any **Owner's Property on behalf of the Village shall carry a non-deductible** (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Village shall carry similar amounts and types of insurance when it enters onto any part of the Developer Property, provided, such insurance may be provided through the municipal insurance plan of the Village.

j. Liens. Notwithstanding the provisions of Paragraph 1(b), the Village shall pay promptly all persons furnishing labor or materials with

respect to any work performed by the Village or its contractors on or about any part of the Developer Property . If any mechanic's or other liens shall at any time be filed against any such property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to the Village, the Village shall forthwith cause the same to be discharged of record or bonded. If the Village shall fail to cause such lien to be so discharged or bonded within thirty (30) days (or such shorter period required under any mortgage) after being notified of the filing thereof, then, in addition to any other right or remedy of the Owner, the Owner may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by the Owner, including reasonable attorneys' fees incurred by the Owner either in defending against such lien or in procuring the bonding or discharge of such lien, shall be due and payable by the Village.

k. Restoration. The Village shall restore any property of the Owner damaged by the Village or its agents to its condition before any such damage occurred.

l. Signing of Documents. Each party shall sign and deliver any documents which this Agreement requires such party to sign, no later than ten (10) days following written request by another party.

*Signatures to Agreement Appear on Next Page*

**IN WITNESS WHEREOF**, the Developer Owner and the Village have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:**

By: \_\_\_\_\_  
Name: John P. Steinbrink,  
Title: Village President

**ATTEST:**

\_\_\_\_\_  
Name: Jane M. Romanowski  
Title: Village Clerk

**DEVELOPER AND OWNER: WATER STREET LAND, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This document prepared by:

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

And

Timothy Geraghty  
Attorney at Law  
Godin Geraghty and Puntillo  
6301 Green Bay Road  
Kenosha, WI 53142

**EXHIBIT A**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF CERTIFIED SURVEY MAP NO. 2666  
[attached hereto]**

**EXHIBIT B**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
[attached hereto]**

**EXHIBIT C**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**Attached hereto are the Scope of Work/Plans and Specifications of  
the approved DSIS**



**EXHIBIT D**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**Attached hereto are the Executed Contract Documents of the  
approved DSIS**

**EXHIBIT E**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**Attached hereto is the Form of Access Easement**

**ACCESS EASEMENT**

This ACCESS EASEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the Grantor, Water Street Land, LLC, a Wisconsin Limited Liability Company (the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE (the "Easement Holder").

**RECITALS**

A. The Landowner is the owner of certain real estate in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is legally described in **Exhibit A** and incorporated herein by reference (collectively the "Landowner's Property").

B. The Easement Holder has entered into a Security Agreement with the Landowner for the installation and maintenance of an exterior Digital Security Imaging System ("DSIS") upon Landowner's Property for security surveillance purposes (the "Agreement").

C. In connection with the above-referenced Agreement, the Landowner has agreed to convey to the Easement Holder access and maintenance rights to all such systems, devices and areas associated with the DSIS.

D. The Easement Holder acknowledges and agrees that the Landowner and its future owners will utilize the Landowner's Property for retail services sales, commonly known as The Prairie Ridge Commercial Development Sites ("the Commercial Sites"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by Landowner and its future owners.

**GRANT OF ACCESS EASEMENT**

In consideration of the facts recited above, the Landowner and Easement Holder agree as follows:

**1. Grant of Easement.** The Landowner hereby grants and conveys to the Easement Holder, its contractors and agents, a perpetual, non-exclusive, rent-free, access and maintenance easement (the "Access Easement") over and through the

Recording Area

Name and Return Address  
Timothy J. Geraghty  
6301 Green Bay Road  
Kenosha, WI 53142

Parcel Identification Numbers:  
91-4-122-082-

exterior of the improvements located on that portion of the Landowner's Property required for the installation, maintenance and use of said DSIS, related electrical work and internet access, and if applicable to a security room generally located as described in the Agreement, which location may be relocated by mutual agreement of the parties (the "Easement Property"). All utility lines shall be underground to the extent possible. The Landowner shall supply electricity for the Easement Holder as provided in the Agreement.

**2. Use of Access Easement.** The purpose of the Access Easement is to provide for the installation, operation and maintenance of a DSIS in accordance with the Agreement, the terms and conditions of which are hereby incorporated in this Access Easement. Nothing in this Access Easement is intended to prohibit use of the Access Easement area by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its tenants, and that its equipment shall not impair the visibility of any tenant storefront or signage.

**3. Improvements.** The Easement Holder shall have the right, but not the obligation, to construct and install, reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible. Subject to the terms of the Agreement, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the Commercial Site as the Easement Holder deems reasonably necessary.

**4. Maintenance.** The Easement Holder shall have access at all times as it deems necessary for maintaining its DSIS and related equipment on the Easement Property to the extent necessary for the uses described in the Agreement. The Owner shall pay the Easement Holder a maintenance fee and other fees as described in the Agreement.

**5. Damage to Easement Property.** The Easement Holder shall be responsible for any damage that it may cause to the Easement Property. The Easement Holder shall promptly make all needed repairs, promptly after such damage, restoring the Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the Landowner's Property and the DSIS equipment that the Landowner may damage.

**6. Obstructions to Use of the Easement Property.** The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees that the Landowner's and its future owners or tenants' use of the Landowner's Property include, but not limited to, outdoor kiosks, carts, sidewalk sales, and other events that will occur on the Landowner's Property, which such uses shall be allowed and shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property, albeit with the necessary permits, and if said improvements interfere with use of the

Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the Easement Holder's equipment or modify its use of the Easement Property.

**7. Indemnity/Insurance/Liens.** All costs of installation, operation, and maintenance of the Easement Property and any improvements the Easement Holder installs thereon now and in the future will be the responsibility of the Landowner as described in the Agreement. The Easement Holder shall be responsible for the actual installation, operation and maintenance of the improvements or Easement Property.

Any contractor coming onto the Easement Property and/or the Landowner's Property on behalf of the Easement Holder shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (1,000,000) per occurrence combined single limit/ One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. Easement Holder shall carry similar amounts and types of insurance when it enters onto the Easement Property and/or the Landowner's Property, provided, such insurance may be provided through the municipal insurance plan of Easement Holder.

Easement Holder shall pay promptly all persons furnishing labor or materials with respect to any work performed by Easement Holder or its contractors on or about the Landowner's Property and/or Easement Property. If any mechanic's or other liens shall at any time be filed against the Landowner's Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Easement Holder, Easement Holder shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landowner. If Easement Holder shall fail to cause such lien to be so discharged or bonded within thirty (30) days (or such shorter period required under any mortgage) after being notified of the filing thereof, then, in addition to any other right or remedy of Landowner, Landowner may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landowner, including reasonable attorneys' fees incurred by Landowner either in defending against such lien or in procuring the bonding or discharge of such lien, shall be due and payable by Easement Holder.

**8. Enforcement of Agreement.** The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

**9. Amendments.** This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder.

**10. Successors.** All of the terms, covenants, conditions, and obligations set forth in this Access Easement and the Agreement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees, assigns, and all future owners of the Landowner's property this Access Easement and the Agreement shall continue as a servitude running in perpetuity with the Landowner's Property.

**11. Severability.** If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.

**12. Governing Law.** This Access Easement shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that any dispute hereunder shall be venued only in the Circuit Court for Kenosha County.

**13. Attorneys Fees and Interest.** If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Access Easement and the complaining party places the enforcement of all or any part of this Access Easement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall accrue interest from the due date until paid at eighteen percent (18%) per annum.

IN WITNESS WHEREOF, WATER STREET LAND, LLC, has executed this Access Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**WATER STREET LAND, LLC**

**By:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Notary Seals Appear on the Next Page*

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2010,  
by Water Street Land, LLC, a Wisconsin Limited Liability Company, in  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission (expires)  
(is) \_\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE,  
WISCONSIN:**

By: \_\_\_\_\_  
Name: John P. Steinbrink,  
Title: Village President

ATTEST:

\_\_\_\_\_  
Name: Jane M. Romanowski  
Title: Village Clerk

STATE OF WISCONSIN )  
 )SS:  
KENOSHA COUNTY )

This Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 by John  
P. Steinbrink and Jane M. Romanowski as President and Clerk of the Village of  
Pleasant Prairie

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, State of  
Wisconsin \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against the Property, consents to the Access Easement set forth above and agrees that its interest in the Property shall be subject to this Access Easement.

Dated: \_\_\_\_\_, 2012.

BMO Harris Bank

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF  
COUNTY OF

This instrument was acknowledged before me on \_\_\_\_\_, 2012 by \_\_\_\_\_ in the \_\_\_\_\_ of the State of \_\_\_\_\_.

\_\_\_\_\_

Notary Public, \_\_\_\_\_ County

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

This instrument drafted by:

Atty. Timothy J. Geraghty  
Godin, Geraghty & Puntillo, S.C.  
6301 Green Bay Road  
Kenosha, WI 53142  
262-657-3500

And

Jean M. Werbie  
Community Development Director  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
262-925-6717



## **ATTACHMENTS**

### **EXHIBIT A – Legal Description of Landowner’s Property**



Filed 6/22 2012 Published 7/30 2012  
 Public Hearing 8/13 2012 8/6 2012  
 Fee Paid 6/22 2012 Approved \_\_\_\_\_ 20\_\_\_\_  
 Notices Mailed 7/13 2012 Denied \_\_\_\_\_ 20\_\_\_\_

RECEIVED  
 JUN 22 2012

**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 B-2 PUD District(s) to B-2 PUD District(s). The property petitioned to be rezoned is located at: 77th Street & 104th Avenue and is legally described as follows: Lot 1, CSM 2666 (address)

Tax Parcel Number(s): 91-4-122-082-0203

The proposed use for this property is: Commercial Outlots

Petitioner's interest in the requested rezoning: Owner / Subdivider

Compatibility with adjacent land uses: yes

I (We) are also requesting a Zoning Text Amendment to amend Section See attached 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: Water Street Land, LLC.  
 Signature: [Signature]  
 Address: 770 North Water Street  
Milwaukee, WI 53202  
 (City) (State) (Zip)  
 Phone: (414) 765-7742  
 Fax: (414) 765-7410  
 Email: gary.kautzer@micorp.com  
 Date: 21 June 2012

**OWNER'S AGENT:**

Print Name: Nielsen Madsen & Barber, S.C.  
 Signature: [Signature]  
 Address: 1458 Horizon Blvd., Suite 200  
Racine, WI 53406  
 (City) (State) (Zip)  
 Phone: (262) 634-5588  
 Fax: (262) 634-5024  
 Email: meberle@nmbssc.net  
 Date: June 21, 2012

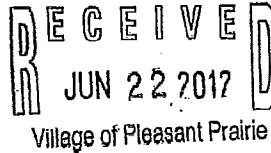
State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
Plymouth Service Center  
1155 Pilgrim Road  
Plymouth, WI 53073

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



06/14/2012

Water Street Land, LLC  
Gary Kautzer  
770 N. Water St.  
Milwaukee, WI 53202



IP-SE-2012-30-02791  
Corps #

Dear Mr. Kautzer:

The Department of Natural Resources has evaluated your request for water quality certification pursuant to Section 401 of the federal Clean Water Act, Chapter NR 299, Wisconsin Administrative Code and s. 281.37 or 281.36(2), Wis. Stats. This project affects 0.06 acres of wetlands at 104<sup>th</sup> Avenue and 77<sup>th</sup> Street.

The project must impact wetlands to create a stub road for secondary site access that is being required by the Village of Pleasant Prairie for safety purposes.

Our records indicate your project is located in the in the NW1/4 of the NW1/4 of Section 8, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County.

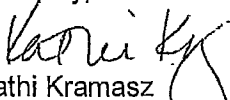
Your application is complete, and the Department has determined that this activity complies with the conditions of the State's water quality certification. One of the conditions of these permits is that you shall allow Department personnel reasonable entry and access to the site to inspect the discharge for compliance with certification and applicable laws.

You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers before starting your project.

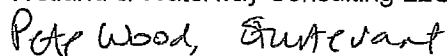
You should also obtain any required wetland, grading or similar permits from your local Zoning office prior to commencing this project.

No further information is required of you before you begin your project. Please keep this letter as a confirmation of your contact with us.

Sincerely,

  
Kathi Kramasz  
Water Management Specialist

.cc: Marie Kopka, US Army Corps of Engineers  
Village of Pleasant Prairie Zoning Administrator  
Wetland & Waterway Consulting LLC





DEPARTMENT OF THE ARMY  
ST. PAUL DISTRICT, CORPS OF ENGINEERS  
180 FIFTH STREET EAST, SUITE 700  
ST. PAUL MINNESOTA 55101-1678

REPLY TO  
ATTENTION OF

Operations  
Regulatory  
Regulatory (2012-02527-MHK)

July 18, 2012

Mr. Gary Kautzer  
Water Street Land, LLC  
770 N. Water Street  
Milwaukee, Wisconsin 53202

Dear Mr. Kautzer:

We have reviewed information about your project to discharge fill material in 0.06 acre of wetlands for the purpose of constructing an access road for a new Cheddars Restaurant. The project site is located in NW 1/4 Sec. 8, T. 1N., R. 22E., Kenosha County, Wisconsin, as shown on the attached maps labeled MVP-2012-02527-MHK Page 1 of 2 through Page 2 of 2.

This jurisdictional determination takes into consideration the U.S. Supreme Court's decision in Solid Waste Agency of Northern Cook County v. Corps of Engineers (the SWANCC decision). The areas encompassed by this jurisdictional determination are waterbodies/wetlands that are approximately 0.33 acre and 1.61 acres in size.

The subject waterbodies are not "waters of the United States" because they are: (1) not a "navigable water" as defined by Federal law, (2) not an interstate water, (3) not part of a tributary system to (1) or (2), (4) not a wetland adjacent to any of the foregoing, and (5) not an impoundment of any of the above. In addition, the interstate commerce nexus to these particular waterbodies are insufficient to establish Clean Water Act jurisdiction. These waterbodies are therefore not subject to regulation by the Corps of Engineers under Section 404 of the Clean Water Act. Please note that a water that is not navigable under Federal law may still be "navigable" as defined by state law (and may therefore be subject to regulation by the state).

This jurisdictional determination is valid only for the project and waterbody referenced above. It is based on the Headquarters guidance available to us at this time.

This letter contains an approved jurisdictional determination for your proposed project. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the following address:

Operations  
Regulatory (2012-02527-MHK)

Administrative Appeals Review Officer  
Mississippi Valley Division  
P.O. Box 80 (1400 Walnut Street)  
Vicksburg, MS 39181-0080  
(601) 634-5821  
(601) 634-5816 (fax)

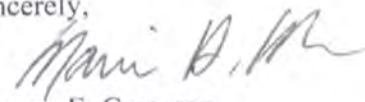
In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 C.F.R. part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address within 60 days.

It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

PLEASE NOTE THAT THIS LETTER DOES NOT ELIMINATE THE NEED FOR OTHER FEDERAL, STATE, LOCAL, OR OTHER AUTHORIZATIONS (SUCH AS THOSE OF THE DEPARTMENT OF NATURAL RESOURCES OR COUNTY).

If you have any questions, contact Marie Kopka in our Waukesha office at (262) 717-9539 ext. 4. In any correspondence or inquiries, please refer to the Regulatory number shown above.

Sincerely,

  
for Tamara E. Cameron  
Chief, Regulatory Branch

Enclosure

Electronic copy furnished to: Kathi Kramasz, WDNR (IP-SE-2012-30-02791)  
Dave Meyer, Wetland & Waterway Consulting, LLC

N 89°47'09" E 2648.05 N.L. OF SEC. 8-1-22

NW CORNER OF SECTION 8-1-22

S 02°27'11" E 174.91

**STH 50 (75th STREET)**  
N 70°56'29" E 187.35

P/L

W.L. OF SEC. 8-1-22

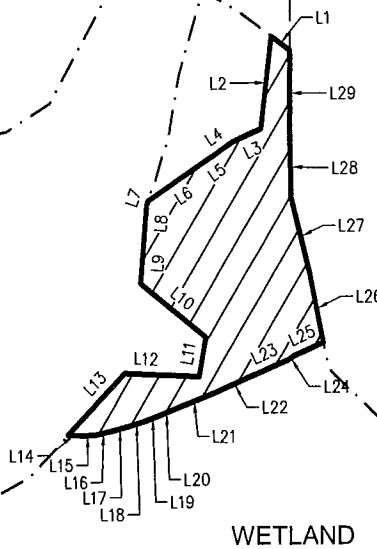
**104th AVENUE**

WETLAND

S 00°00'00" E 209.17

**LOT 1**

P/L



Rezoning Line Table

Line #	Length	Direction
L1	6.05	N52°55'41"W
L2	23.97	S07°00'03"W
L3	8.43	S65°40'12"W
L4	5.69	S55°29'29"W
L5	3.66	S55°44'11"W
L6	17.50	S56°08'19"W
L7	0.65	S19°11'15"W
L8	9.35	S05°19'34"W
L9	11.31	S05°08'39"W
L10	22.04	S51°01'13"E
L11	10.20	S10°28'45"W
L12	19.71	N87°28'03"W
L13	22.12	S44°04'00"W
L14	3.10	S88°15'30"E
L15	4.22	N88°33'38"E
L16	4.56	N77°54'01"E
L17	4.56	N75°11'50"E
L18	4.56	N72°29'55"E
L19	4.56	N69°48'16"E
L20	3.22	N67°47'02"E
L21	12.62	N68°29'55"E
L22	10.37	N66°31'59"E
L23	10.42	N66°45'48"E
L24	1.42	N55°05'59"E
L25	8.74	N65°41'17"E
L26	17.62	N10°55'43"W
L27	20.46	N13°28'25"W
L28	15.86	N00°53'01"W
L29	22.13	N00°22'32"E

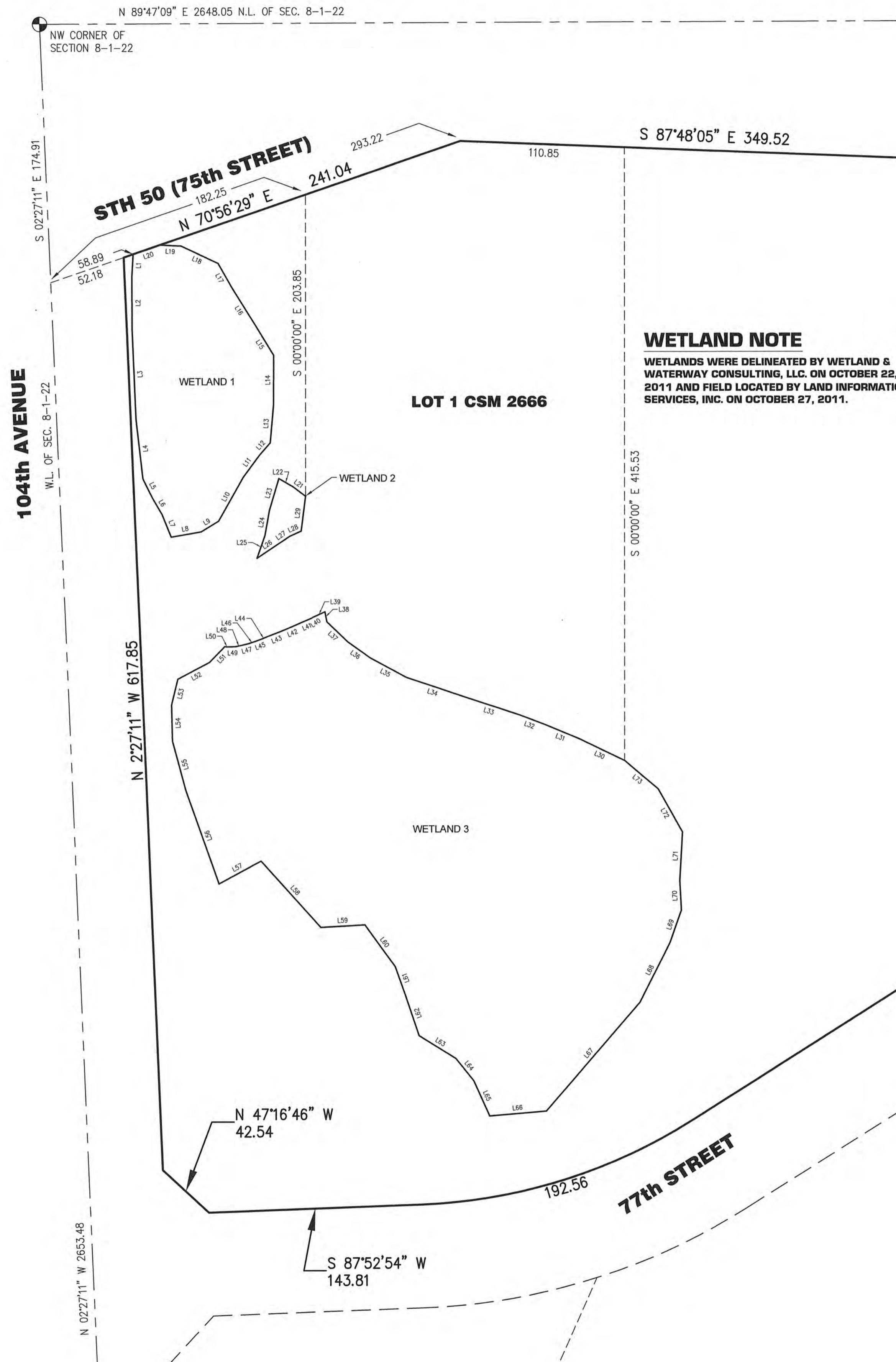
Scale: 1" = 50'

Drawn By: SCB

DATE: 6-22-2012

2012.0009.01

Wetland Fill Rezoning Exhibit  
**PRAIRIE RIDGE OUTLOTS**  
Pleasant Prairie, Wisconsin



**WETLAND NOTE**  
 WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011.

**WETLAND 1**

Part of Lot 1, of Certified Survey Map No. 2666, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 241.04 feet to a point on the South right-of-way of S.T.H. "50" (75th Street) and the point of beginning of this description; run thence S03°08'12"W 14.92 feet; thence S00°07'49"E 36.11 feet; thence S02°29'30"E 61.02 feet; thence S06°36'02"E 40.00 feet; thence S26°12'38"E 14.49 feet; thence S30°13'22"E 13.01 feet; thence S21°56'18"E 16.70 feet; thence N80°02'16"E 20.57 feet; thence N58°13'21"E 13.82 feet; thence N29°14'54"E 34.16 feet; thence N36°55'00"E 18.77 feet; thence N41°28'48"E 10.58 feet; thence N04°52'34"E 25.88 feet; thence N00°11'26"E 33.52 feet; thence N31°23'10"W 21.94 feet; thence N31°46'10"W 32.28 feet; thence N29°28'04"W 18.57 feet; thence N64°39'40"E 27.66 feet; thence N87°22'50"W 14.28 feet; thence S70°56'29"W 19.24 feet to the point of beginning. Containing 14,380 S.F.

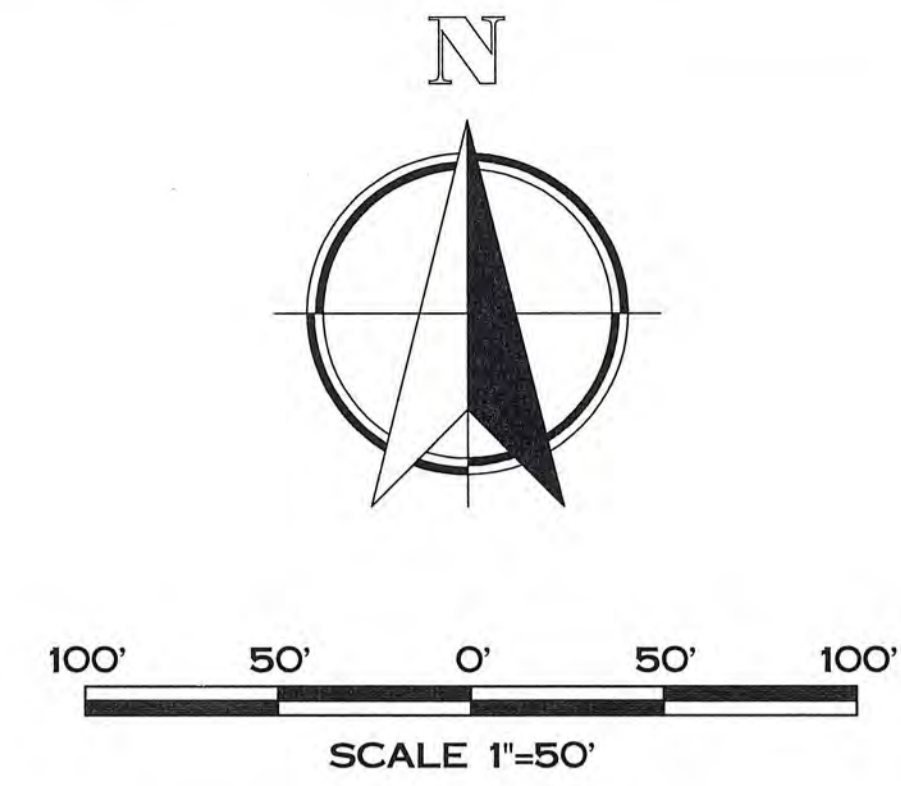
**WETLAND 2**

Part of Lot 1, of Certified Survey Map No. 2666, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 182.25 feet to a point on the South right-of-way of S.T.H. "50" (75th Street); thence S00°00'00"E 203.85 feet to the point of beginning of this description; run thence N52°55'44"W 11.00 feet; thence N60°08'49"W 10.65 feet; thence S16°29'28"W 22.61 feet; thence S10°02'01"W 17.33 feet; thence S19°11'16"W 16.39 feet; thence N56°08'19"E 17.50 feet; thence N55°35'14"E 9.34 feet; thence N65°40'12"E 8.43 feet; thence N07°00'03"E 23.97 feet to the point of beginning. Containing 885 S.F.

**WETLAND 3**

Part of Lot 1, of Certified Survey Map No. 2666, being that part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 293.22 feet to an angle point on the South right-of-way of S.T.H. "50" (75th Street); thence S87°48'05"E 110.85 feet along said South right-of-way; thence S00°00'00"E 415.53 feet to the point of beginning of this description; run thence N64°18'08"W 33.54 feet; thence N67°27'14"W 25.67 feet; thence N69°08'28"W 19.06 feet; thence N71°52'02"W 39.45 feet; thence N71°18'34"W 40.56 feet; thence N61°27'56"W 27.63 feet; thence N54°29'30"W 18.91 feet; thence N46°02'48"W 19.43 feet; thence N10°55'43"W 6.86 feet; thence S65°41'17"W 8.74 feet; thence S55°05'59"W 1.42 feet; thence S66°45'48"W 10.42 feet; thence S66°31'59"W 10.37 feet; thence S68°29'55"W 12.62 feet; thence S67°47'02"W 3.22 feet; thence S69°48'16"W 4.56 feet; thence S72°29'55"W 4.56 feet; thence S75°11'50"W 4.56 feet; thence S77°54'01"W 4.56 feet; thence S88°33'38"W 4.22 feet; thence N83°15'30"W 3.10 feet; thence S44°04'00"W 14.88 feet; thence S61°55'16"W 24.15 feet; thence S13°45'04"W 17.92 feet; thence S01°24'08"E 24.36 feet; thence S15°11'59"E 34.80 feet; thence S19°39'59"E 66.80 feet; thence N61°27'54"E 32.28 feet; thence S42°04'10"E 60.47 feet; thence N86°54'49"E 29.77 feet; thence S36°18'19"E 34.46 feet; thence S19°46'51"E 20.03 feet; thence S18°43'23"E 29.41 feet; thence S58°08'04"E 29.20 feet; thence S39°04'00"E 19.29 feet; thence S24°14'15"E 26.27 feet; thence N85°10'03"E 38.41 feet; thence N40°45'58"E 96.87 feet; thence N26°48'15"E 45.15 feet; thence N19°23'02"E 23.06 feet; thence N02°54'09"W 19.95 feet; thence N02°58'40"E 32.95 feet; thence N29°20'43"W 33.59 feet; thence N50°05'36"W 29.52 feet to the point of beginning. Containing 66,843 S.F.

*Mark R. Madsen*  
 Mark R. Madsen, S-2271

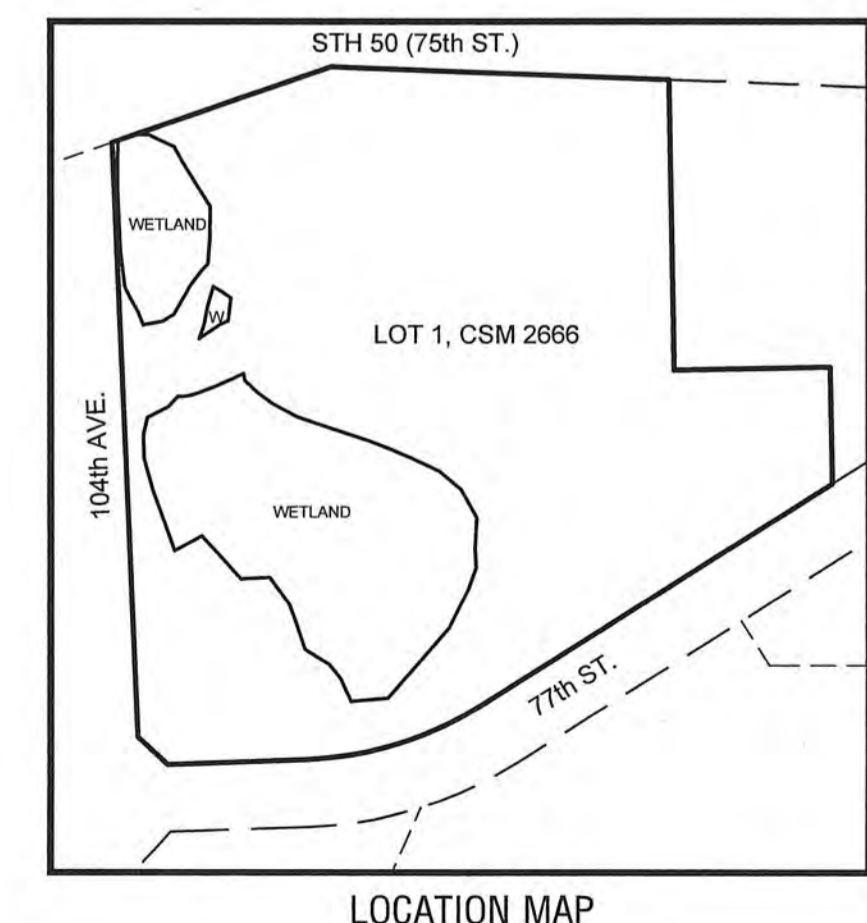


Line #	Length	Direction
L1	14.92	S03°08'12"W
L2	36.11	S00°07'49"E
L3	61.02	S02°29'30"E
L4	40.00	S06°36'02"E
L5	14.49	S26°12'38"E
L6	13.01	S30°13'22"E
L7	16.70	S21°56'18"E
L8	20.57	N80°02'16"E
L9	13.82	N58°13'21"E
L10	34.16	N29°14'54"E
L11	18.77	N36°55'00"E
L12	10.58	N41°28'48"E
L13	25.88	N04°52'34"E
L14	33.52	N00°11'26"E
L15	21.94	N31°23'10"W
L16	32.28	N31°46'10"W
L17	18.57	N29°28'04"W
L18	27.66	N64°39'40"W
L19	14.28	N87°22'50"W
L20	19.24	S70°56'29"W

Line #	Length	Direction
L21	11.00	N52°55'44"W
L22	10.65	N60°08'49"W
L23	22.61	S16°29'28"W
L24	17.33	S10°02'01"W
L25	16.39	S19°11'16"W
L26	17.50	N56°08'19"E
L27	9.34	N55°35'14"E
L28	8.43	N65°40'12"E
L29	23.97	N07°00'03"E

Line #	Length	Direction
L30	33.54	N64°18'08"W
L31	25.67	N67°27'14"W
L32	19.06	N69°08'28"W
L33	39.45	N71°52'02"W
L34	40.56	N71°18'34"W
L35	27.63	N61°27'56"W
L36	18.91	N54°29'30"W
L37	19.43	N46°02'48"W
L38	6.86	N10°55'43"W
L39	8.74	S65°41'17"W
L40	1.42	S55°05'59"W
L41	10.42	S66°45'48"W
L42	10.37	S66°31'59"W
L43	12.62	S68°29'55"W
L44	3.22	S67°47'02"W
L45	4.56	S69°48'16"W
L46	4.56	S72°29'55"W
L47	4.56	S75°11'50"W
L48	4.56	S77°54'01"W
L49	4.22	S88°33'38"W
L50	3.10	N83°15'30"W
L51	14.88	S44°04'00"W

Line #	Length	Direction
L52	24.15	S61°55'16"W
L53	17.92	S13°45'04"W
L54	24.36	S01°24'08"E
L55	34.80	S15°11'59"E
L56	66.80	S19°39'59"E
L57	32.28	N61°27'54"E
L58	60.47	S42°04'10"E
L59	29.77	N86°54'49"E
L60	34.46	S36°18'19"E
L61	20.03	S19°46'51"E
L62	29.41	S18°43'23"E
L63	29.20	S58°08'04"E
L64	19.29	S39°04'00"E
L65	26.27	S24°14'15"E
L66	38.41	N85°10'03"E
L67	96.87	N40°45'58"E
L68	45.15	N26°48'15"E
L69	23.06	N19°23'02"E
L70	19.95	N02°54'09"W
L71	32.95	N02°58'40"E
L72	33.59	N29°20'43"W
L73	29.52	N50°05'36"W



**NOTES**  
 BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.

**mb**  
 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.nmbcsc.net

**PRAIRIE RIDGE WEST  
 WETLAND REZONING EXHIBIT  
 FOR  
 WATER STREET LAND, LLC.  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

NO.	1	CORRECTED LEGALS
REVISION		
BY	DATE	
SCB	7-30-12	

PROJ. MGR: MDE  
 DRAFTED: SCB  
 DATE: 7-2-2012  
 CHECKED: MRB  
 DATE: 7-30-12

**2012.0009.01**  
 SHEET  
**1** OF **1**



Filed 6/22 2012  
 Fee Paid 6/22 2012  
 PC Meeting Date 8/13 2012  
 VB Meeting Date 8/20 2012  
 Approved \_\_\_\_\_ 20\_\_\_\_  
 Denied \_\_\_\_\_ 20\_\_\_\_

**R E C E I V E D**  
 JUN 22 2012  
 Village of Pleasant Prairie

**VILLAGE OF PLEASANT PRAIRIE  
 CERTIFIED SURVEY MAP 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 subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: 77th Street & 104th Avenue  
 and is legally described as follows: Lot 1, Certified Survey Map 2666

Tax Parcel Number(s): 91-4-122-082-0203

- The property abuts or adjoins a State Trunk Highway  Yes  No
- The property abuts or adjoins a County Trunk Highway  Yes  No
- Municipal Sanitary Sewer is available to service said properties  Yes  No
- Municipal Water is available to service said properties  Yes  No

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine additional information that may be needed to consider the 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: Water Street Land, LLC.  
 Signature: [Signature]  
 Address: 770 North Water Street  
Milwaukee, WI 53202  
 (City) (State) (Zip)  
 Phone: (414) 765-7742  
 Fax: (414) 765-7410  
 Date: 21 June 2012

**OWNER'S AGENT:**

Print Name: Nielsen Madsen & Barber, S.C.  
 Signature: [Signature]  
 Address: 1458 Horizon Blvd., Suite 200  
Racine, WI 53406  
 (City) (State) (Zip)  
 Phone: (262) 634-5588  
 Fax: (262) 634-5024  
 Date: June 21, 2012



REGISTRY  
JUN 22 2012  
Village of Pleasant Prairie



Filed 6/22 2012 Published 7/30 2012  
Public Hearing 8/13 2012 8/6 2012  
Fee Paid 6/22 2012 Approved 1 2012  
Notices Mailed 7/13 2012 Denied 0 2012

**VILLAGE OF PLEASANT PRAIRIE  
CONCEPTUAL PLAN APPLICATION**

1. Development Name: Prairie Ridge Outlots
2. General Location of Development: 104th Avenue and 77th Street
3. Tax Parcel Number(s): 91-4-122-082-0203
4. Number of Lots: 4 Number of Outlots: 0
5. Size of Development: 9.156 acres.
6. The Development is proposed to be constructed in Phases:  Yes  No
7. The Development abuts or adjoins a State Trunk Highway:  Yes  No
8. The Development abuts or adjoins a County Trunk Highway or a Kenosha County Park or the Kenosha County Bike Trail:  Yes  No
9. The following number and types of plans shall be submitted with this application:
  - 10 full size sets of Conceptual Plan
  - 1 copy of the Conceptual Plan reduced to 11" by 17"
  - Conceptual Plan application fee
  - 10 sets of Conceptual Engineering Plan
  - Phasing Plan, if applicable
  - Draft of Declarations, Covenant, Restrictions and any Easement Documents
  - Any other information as specified by the Village

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: Water Street Land, LLC.  
 Signature: [Signature]  
 Address: 770 North Water Street  
Milwaukee, WI 53202  
 (City) (State) (Zip)  
 Phone: (414) 765-7742  
 Fax: (414) 765-7410  
 Date: 21 June 2012

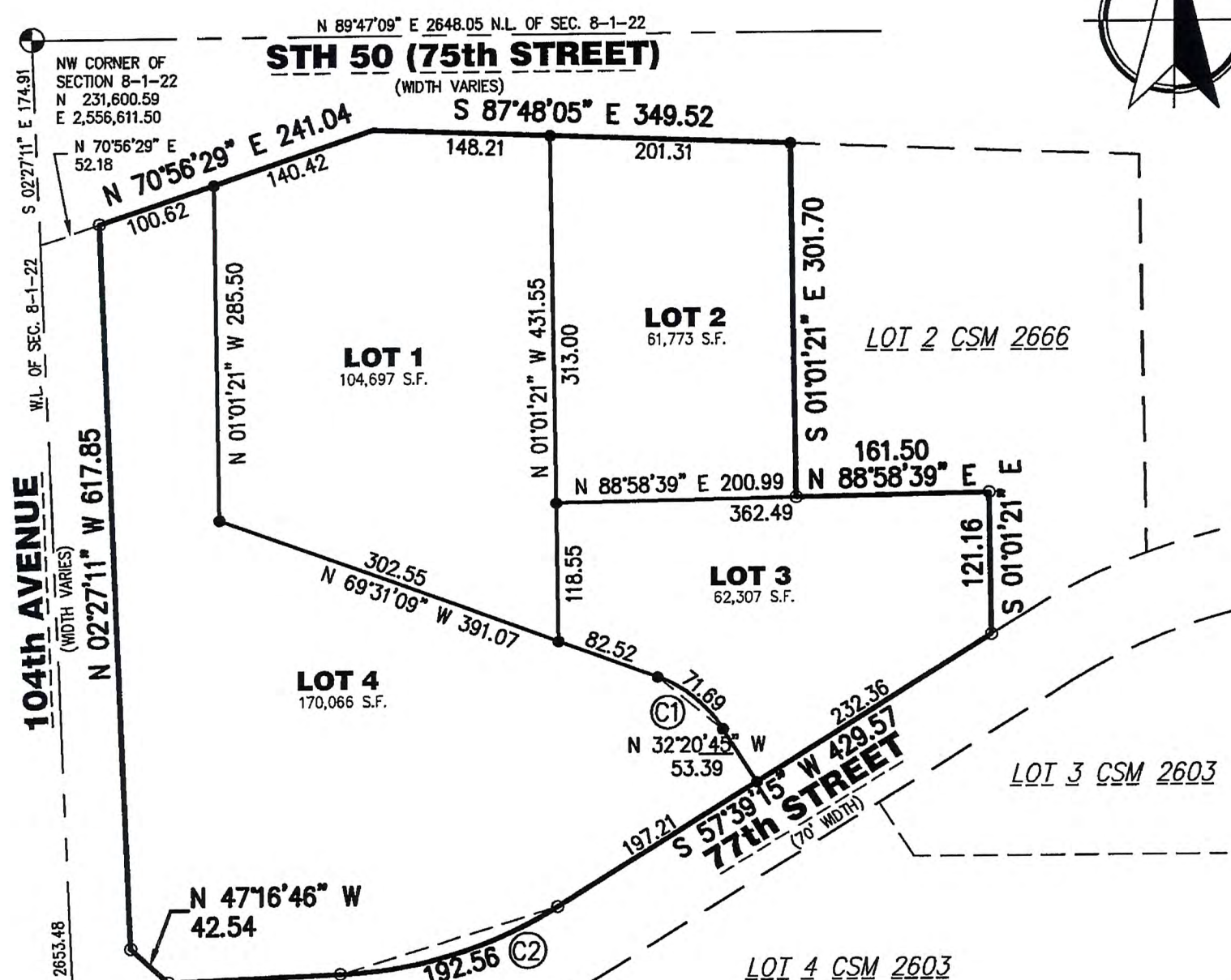
**OWNER'S AGENT:**

Print Name: Nielsen Madsen & Barber, S.C.  
 Signature: [Signature]  
 Address: 1458 Horizon Blvd., Suite 200  
Racine, WI 53406  
 (City) (State) (Zip)  
 Phone: (262) 634-5588  
 Fax: (262) 634-5024  
 Date: June 28, 2012

8/1/12

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

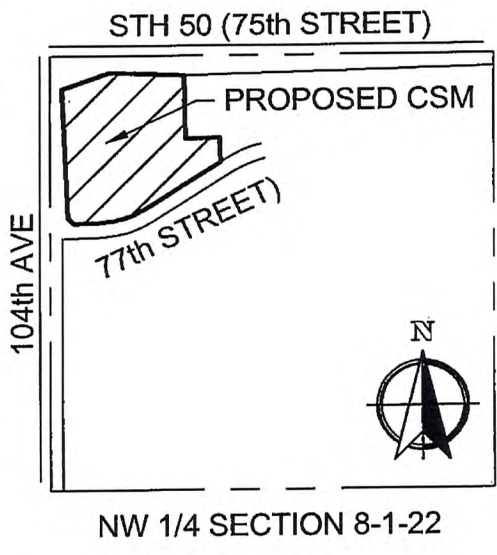
BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
 KENOSHA COUNTY, WISCONSIN.



Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	37.17	110.50	71.69	37.16	N 50° 55' 57" W	70.44
C2	30.23	365.00	192.56	98.58	S 72° 46' 05" W	190.34



LOCATION MAP



*Show acreage for each lot.*

**NOTES:**  
 ZONING OF PARCELS IS B-2 PUD  
 OWNER/LAND DIVIDER: WATER STREET LAND, LLC  
 770 NORTH WATER STREET, MILWAUKEE, WI. 53202  
 SURVEYOR: NIELSEN MADSEN & BARBER, S.C.  
 1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406  
 ALL ELEVATIONS REFER TO NATIONAL  
 GEODETIC DATUM OF 1929.  
 BEARINGS BASE: GRID NORTH, WISCONSIN  
 COORDINATE SYSTEM, SOUTH ZONE.  
 BASED UPON NAD 1927. THE WEST LINE OF  
 SECTION 8-1-22 IS ASSUMED TO BEAR  
 N 02°27'11" W.

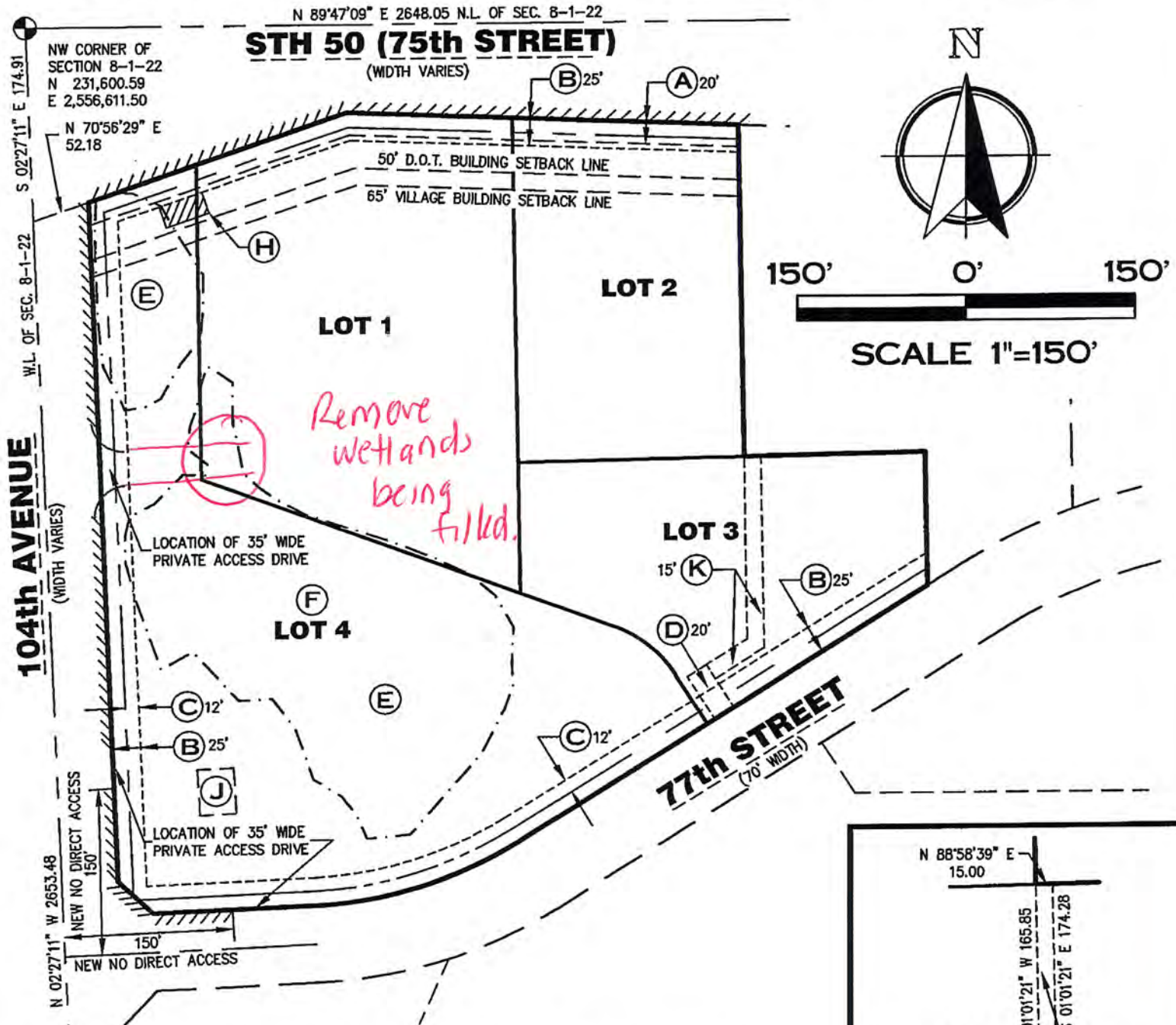
- LEGEND:**
- 1" O.D. IRON PIPE FOUND
  - 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
  - ⊕ 6" CONC. MON. W / BRASS CAP FOUND

Date: June 22, 2012  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2012.0009.01

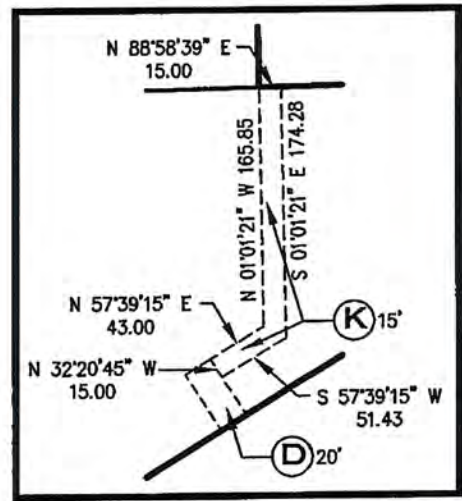
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
 KENOSHA COUNTY, WISCONSIN.

## EASEMENTS & RESTRICTIONS PER CSM'S 2482 AND 2666



- (A) 20' WIDE DEDICATED PUBLIC WATER MAIN, ACCESS AND MAINTENANCE EASEMENT. (PER C.S.M. NO. 2666)
  - (B) 25' WIDE DEDICATED PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA, EXCEPT AS OTHERWISE AGREED TO BY THE VILLAGE OF PLEASANT PRAIRIE. (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER C.S.M. NO. 2666)
  - (C) DEDICATED UTILITY EASEMENT AREAS GRANTED TO WISCONSIN ELECTRIC POWER COMPANY, AMERITECH AND TIME WARNER CABLE. (PER C.S.M. NO. 2666)
  - (D) 20' WIDE DEDICATED PUBLIC STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT. (PER C.S.M. NO. 2666)
  - (E) DEDICATED WETLAND CONSERVANCY AREA EASEMENT AND RESTRICTED WETLAND CONSERVANCY AREA (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER C.S.M. NO. 2666)
  - (F) DEDICATED STORM WATER DETENTION EASEMENT AND RESTRICTED STORM WATER DETENTION AREA (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER C.S.M. NO. 2666)
  - (H) DEDICATED ENTRY MONUMENT EASEMENT. (PER C.S.M. NO. 2482)
  - (J) THE EXISTING SINGLE FAMILY DWELLING LOCATED ON LOT 1 SHALL BE RELOCATED OR RAZED PRIOR TO THE DEVELOPMENT OF LOT 1. (PER C.S.M. NO. 2666)
  - (K) 15' WIDE DEDICATED PUBLIC AND PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT. (PER C.S.M. NO. 2666)
- /// INDICATES NO DIRECT ACCESS PERMITTED TO ADJACENT ROADWAYS PURSUANT TO VILLAGE OF PLEASANT PRAIRIE AND WISDOT REQUIREMENTS.



**EASEMENT "K" DETAIL**

*\* Provide Legal Descriptions for Wetlands.*

*add another section new wetlands + easement include legal of wetlands*

*show per CSM 2482 - to be vacated.*

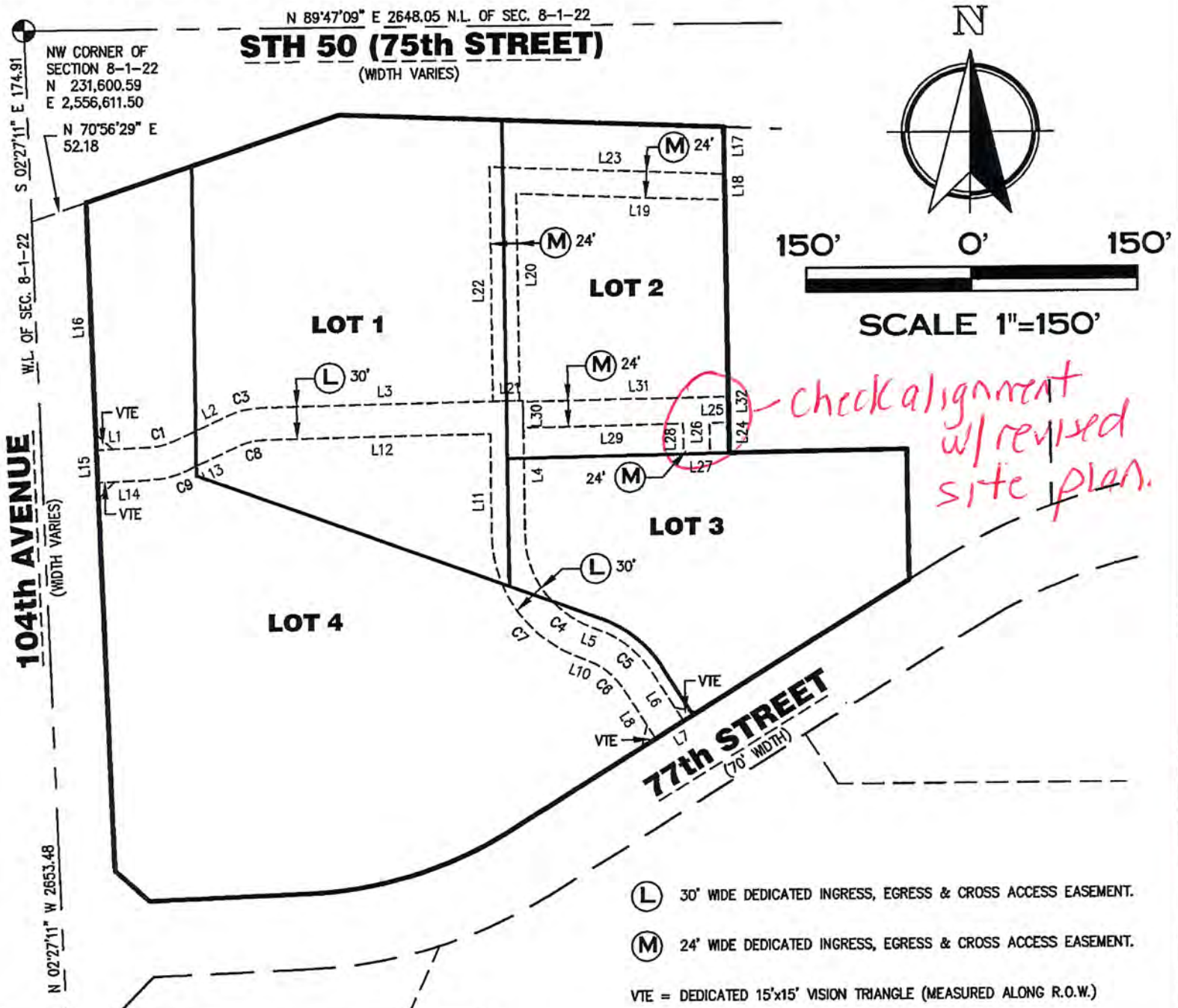
Date: June 22, 2012  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2012.0009.01

*Wetlands are not being used for detention are they?*

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.

## INGRESS, EGRESS AND CROSS ACCESS EASEMENTS



Line #	Length	Direction	Line #	Length	Direction
L1	47.42	N87° 32' 50"E	L21	24.00	N88° 58' 39"E
L2	53.39	N64° 40' 30"E	L22	216.58	S1° 01' 22"E
L3	235.82	N88° 58' 39"E	L23	213.34	N87° 48' 09"W
L4	125.09	S1° 01' 22"E	L25	17.33	N88° 58' 39"E
L5	4.82	S69° 31' 09"E	L26	28.50	N1° 01' 21"W
L6	53.35	S32° 20' 44"E	L27	24.00	N88° 58' 39"E
L7	30.00	S57° 39' 16"W	L28	28.50	S1° 01' 21"E
L8	53.35	N32° 20' 44"W	L29	144.67	N88° 58' 39"E
L10	4.82	N69° 31' 09"W	L30	24.00	S1° 01' 22"E
L11	95.09	N1° 01' 22"W	L31	186.00	S88° 58' 39"W
L12	205.82	S88° 58' 39"W	L16	228.44	S2° 27' 11"E
L13	53.39	S64° 40' 30"W	L24	28.50	N1° 01' 21"W
L14	47.42	S87° 32' 50"W	L17	43.57	S1° 01' 21"E
L15	30.00	N2° 27' 10"W	L35	429.57	S57° 39' 15"W
L18	24.04	N1° 01' 21"W	L33	349.52	S87° 48' 05"E
L19	189.30	S87° 48' 09"E	L34	241.04	N70° 56' 29"E
L20	191.19	N1° 01' 22"W			

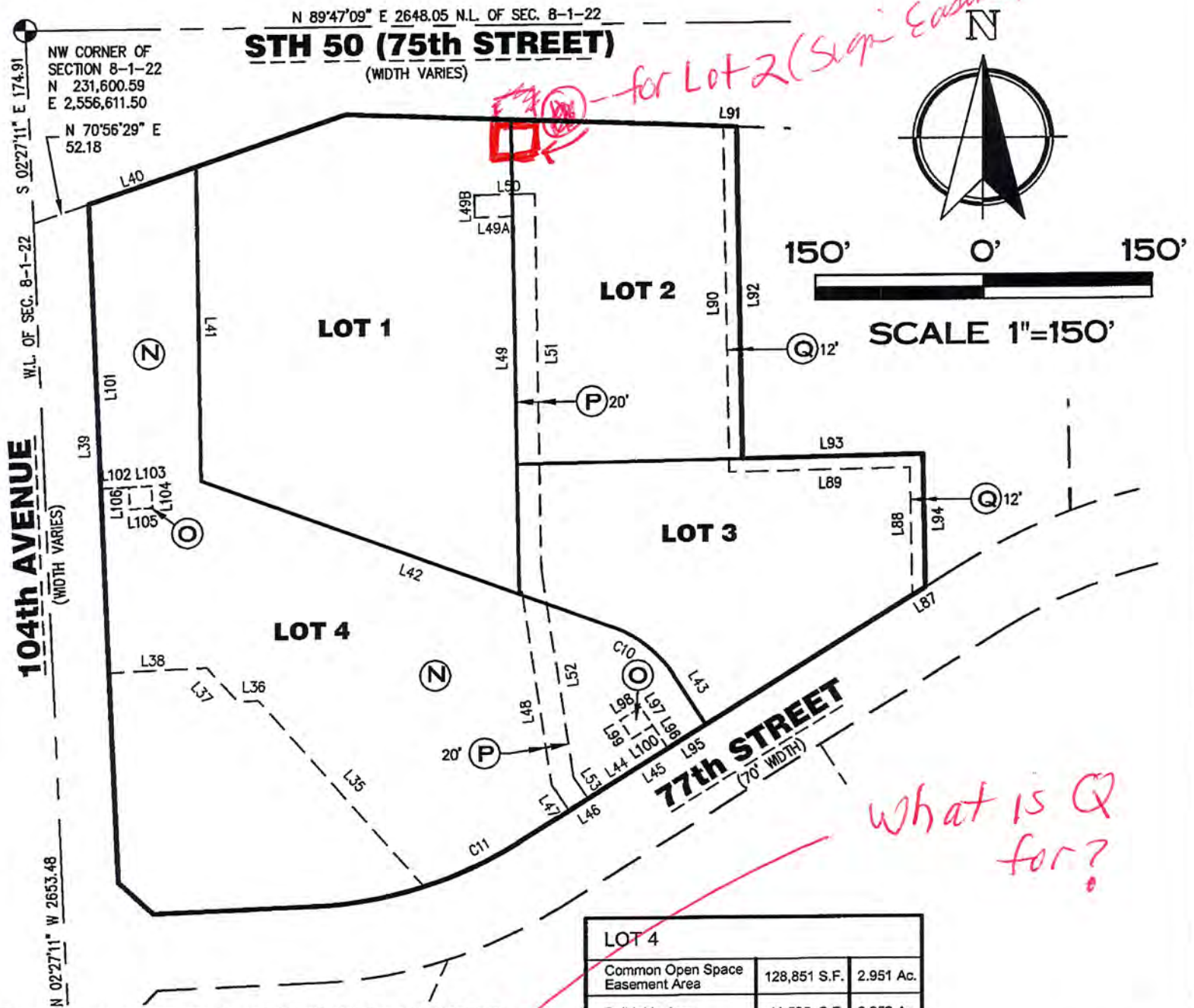
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	22.87	55.97	22.34	11.32	N76° 06' 40"E	22.19
C3	24.30	80.03	33.95	17.23	N76° 49' 34"E	33.69
C4	68.50	93.50	111.78	63.66	S35° 16' 16"E	105.24
C5	37.17	100.50	65.20	33.80	S50° 55' 57"E	64.07
C6	37.17	70.50	45.74	23.71	N50° 55' 57"W	44.94
C7	68.50	123.50	147.64	84.08	N35° 16' 16"W	139.01
C8	24.30	50.03	21.22	10.77	S76° 49' 34"W	21.06
C9	22.87	85.97	34.32	17.39	S76° 06' 40"W	34.09

Date: June 22, 2012  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2012.0009.01

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
 KENOSHA COUNTY, WISCONSIN.

## COMMON OPEN SPACE & WATERMAIN EASEMENTS



- (N)** DEDICATED COMMON OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT.
- (O)** 20'x20' DEDICATED ENTRY MONUMENT SIGN EASEMENT FOR DIRECTIONAL SIGNAGE.
- (P)** 20' WIDE DEDICATED PRIVATE WATERMAIN, ACCESS AND MAINTENANCE EASEMENT.
- (Q)** 12' WIDE DEDICATED PUBLIC UTILITIES, ACCESS AND MAINTENANCE EASEMENT.

LOT 4		
Common Open Space Easement Area	128,851 S.F.	2.951 Ac.
Buildable Area	41,525 S.F.	0.953 Ac.

Open Space Easement Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C10	37.17	110.50	71.69	37.16	N50° 55' 57"W	70.44
C11	14.68	365.00	93.50	47.01	N64° 59' 34"E	93.25

Open Space Easement Line Table		
Line #	Length	Direction
L35	226.16	S40° 47' 02"E
L36	17.61	N86° 54' 49"E
L37	42.04	S42° 04' 06"E
L38	87.04	N87° 32' 49"E
L39	426.47	N2° 27' 11"W
L40	100.62	N70° 56' 29"E
L41	285.50	S1° 01' 21"E
L42	391.07	S69° 31' 09"E
L43	53.39	S32° 20' 45"E
L44	197.21	S57° 39' 15"W

Watermain Easement Line Table		
Line #	Length	Direction
L45	124.21	S57° 39' 15"W
L46	20.00	S57° 39' 15"W
L47	28.02	N33° 21' 36"W
L48	197.67	N8° 31' 14"W
L49	322.77	N1° 01' 14"W
L49A	33.88	S88° 58' 46"W
L49B	20.00	N1° 01' 14"W
L50	53.88	N88° 58' 46"E
L51	341.46	S1° 01' 14"E
L52	191.95	N8° 31' 14"W
L53	23.97	S33° 21' 36"E

Utilities Easement Line Table		
Line #	Length	Direction
L87	14.05	S57° 39' 15"W
L88	116.46	N1° 01' 21"W
L89	161.50	S88° 58' 39"W
L90	314.38	N1° 01' 21"W
L91	12.02	S87° 48' 05"E
L92	301.70	S1° 01' 21"E
L93	161.50	N88° 58' 39"E
L94	121.16	S1° 01' 21"E

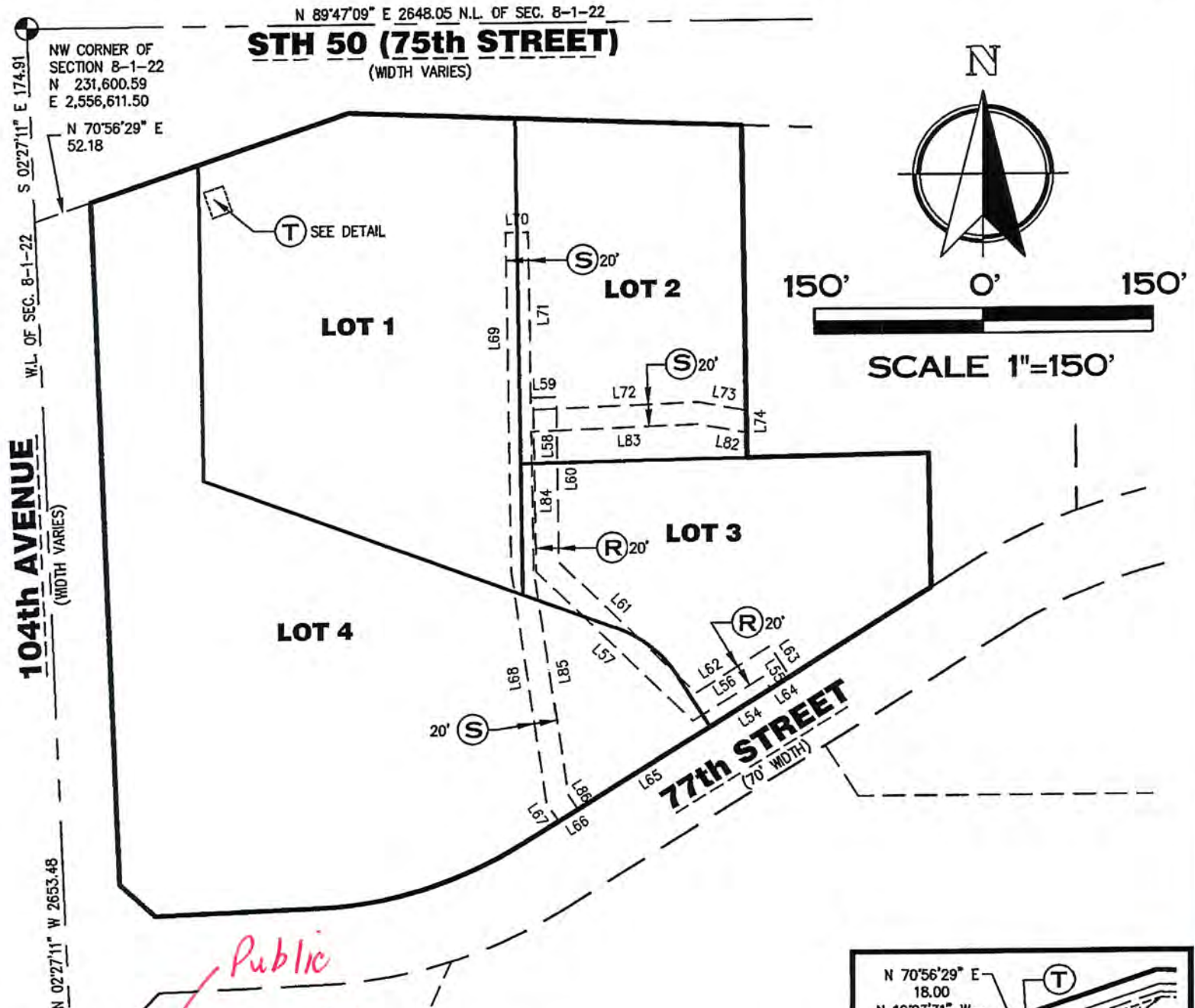
Entry Sign Easement Line Table		
Line #	Length	Direction
L95	40.00	S57° 39' 16"W
L96	24.98	S32° 20' 44"E
L97	20.00	N32° 20' 45"W
L98	22.00	S57° 39' 15"W
L99	20.00	S32° 20' 45"E
L100	22.00	N57° 39' 15"E
L101	258.44	S2° 27' 11"E
L102	25.00	N87° 32' 50"E
L103	20.00	S87° 32' 50"W
L104	20.00	N2° 27' 11"W
L105	20.00	N87° 32' 50"E
L106	20.00	S2° 27' 11"E

Date: June 22, 2012  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2012.0009.01

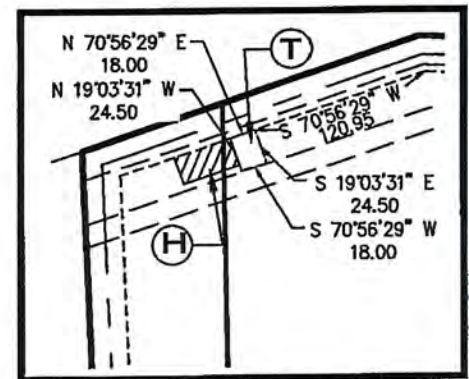
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.

## STORM SEWER, SANITARY SEWER & MONUMENT SIGN EASEMENTS



- (R) 20' WIDE DEDICATED PRIVATE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT.  
(THE VILLAGE IS GRANTED FULL ACCESS TO THE SANITARY SEWER SAMPLING MANHOLES FOR EACH LOT AND/OR USER).
- (S) 20' WIDE DEDICATED PUBLIC AND PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT.
- (T) EXPANDED DEDICATED ENTRY MONUMENT SIGNAGE EASEMENT.



**EASEMENT "T"  
DETAIL**

Sanitary Sewer Easement Line Table		
Line #	Length	Direction
L54	63.50	N57° 39' 15"E
L55	12.56	N32° 20' 45"W
L56	73.67	S57° 39' 15"W
L57	194.78	N45° 37' 38"W
L58	157.38	N01° 01' 00"W
L59	20.00	N88° 59' 00"E
L60	149.18	S01° 01' 00"E
L61	170.74	S45° 37' 38"E
L62	77.84	N57° 39' 15"E
L63	32.56	S32° 20' 45"E
L64	20.00	S57° 39' 15"W

Storm Sewer Easement Line Table		
Line #	Length	Direction
L65	139.13	S57° 39' 15"W
L66	20.00	S57° 39' 15"W
L67	20.11	N32° 20' 45"W
L68	211.61	N08° 31' 14"W
L69	307.21	N01° 01' 22"W
L70	20.00	N88° 58' 38"E
L71	161.00	S01° 01' 22"E
L72	149.19	N87° 49' 06"E
L73	42.72	S79° 23' 17"E
L74	20.37	S01° 01' 21"E

Storm Sewer Easement Line Table		
Line #	Length	Direction
L82	44.58	N79° 26' 44"W
L83	147.36	S87° 49' 08"W
L84	124.90	S01° 01' 22"E
L85	206.08	S08° 31' 14"E
L86	15.89	S32° 20' 45"E

Date: June 22, 2012  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2012.0009.01

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.

### DEDICATED INGRESS, EGRESS AND CROSS ACCESS EASEMENTS

Nonexclusive easements coextensive with the areas shown as 24' wide and 30' wide Dedicated Ingress, Egress and Cross Access Easements on Lots 1, 2, 3 and 4 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1, 2, 3 and 4 and the Village of Pleasant Prairie ("the Village") for ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner / Land Divider, the rights of the Village and the rights of the lot Owner(s) or other entities with respect to the Dedicated Ingress, Egress and Cross Access Easements, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Owner(s) of Lots 1, 2 and 3 shall be responsible for all costs associated with the construction and maintenance of the private access drives and associated pavement and landscaping improvements. *SNOW PLOWING*

### DEDICATED COMMON OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT

A nonexclusive easement coextensive with the area shown as a Dedicated Common Open Space, Access and Maintenance Easement on Lot 4 of this CSM is hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1, 2, 3 and 4 and the Village of Pleasant Prairie ("the Village") for wetland preservation / protection and storm water management purposes and for all related construction, installation, repair, alteration, replacement, landscaping and maintenance required. The dedicated common open space, access and maintenance easement area 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 above-ground use, preservation, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of the Lots 1, 2, 3 and 4 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village and the Owner of said lots. In the event of any conflict between the rights of the Owner / Land Divider, the rights of the Village and the rights of the Owner(s) of Lots 1, 2, 3 and 4 or other entities with respect to the Dedicated Common Open Space, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner(s) of Lots 1, 2, 3 and 4 shall be responsible for all costs associated with the preservation and maintenance of the dedicated common open space, access and maintenance easement area in perpetuity. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge against the property.

The easement rights include the perpetual right of the Owner(s) of Lots 1, 2, 3 and 4 to enter upon Lot 4 within the Dedicated Common Open Space, Access and Maintenance Easement area at any time that it may see fit, to remove, repair or replace any parking and access drive pavements, landscaping, landscaped islands, sidewalks, curbs gutters, signage, site lighting and other site improvements within the non-wetland easement areas.

### DEDICATED ENTRY MONUMENT SIGN EASEMENT

A perpetual easement coextensive with the area shown as a Dedicated Entry Monument Sign Easement on Lot 1 of this CSM is hereby dedicated, given, granted and conveyed by the Owner / Land Divider for the purpose of placing, construction, installing, replacing and maintaining entry monument signage and related landscaping in accordance with Village-approved plans and related ingress and egress. This easement shall be subject to the rights and restrictions of the adjacent Entry Monument Sign Easement as recorded in the original Prairie Ridge Subdivision plat.

*Need a 10' easement on Cheddars property  
for Lot 2 monument sign and required  
land scape*

Date: June 22, 2012

This Instrument was drafted by Mark R. Madsen

PROJECT ID: 2012.0009.01

SHEET 6 OF 11 SHEETS

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.

**DEDICATED VISION TRIANGLE EASEMENT**

Nonexclusive easements coextensive with the areas shown as a 15'x15' Dedicated Vision Triangle Easements on Lots 3 and 4 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1, 2, 3 and 4 and the Village of Pleasant Prairie ("the Village") to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x15' Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

**DEDICATED DIGITAL SECURITY IMAGING SYSTEM (DSIS) ACCESS EASEMENT**

The Owner / Land Divider hereby dedicates, gives, grants and conveys to the Easement Holder and Village of Pleasant Prairie ("the Village"), its contractors and agents, a perpetual, non-exclusive, rent-free, access and maintenance easement over and through the exterior of the improvements located on that portion of Lots 1, 2, 3 and 4 for the installation, maintenance, and use of said DSIS, related electrical work and internet access and, if applicable, to a secured area generally located as described in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties. All utility lines shall be located underground to the extent possible. The Landowner shall provide electricity and internet services to the DSIS system as provided in the Agreement. ~~AA Access Easement has been recorded recorded.~~

**DEDICATED PRIVATE WATER MAIN, ACCESS AND MAINTENANCE EASEMENT**

Nonexclusive easements coextensive with the area shown as a 20' Dedicated Private Water Main, Access and Maintenance Easement on Lots, 1, 2, and 3 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Village for private water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities, uses and purposes, and for all related ingress and egress. These Dedicated Private Water Main Easement shall be exclusive, except for: (1) the Owner's financial responsibility and obligation for the private water main and related appurtenances construction, installation, repair, alteration, replacement and maintenance activities, uses and purposes; (2) the Owner's use, planting and irrigating, care and maintenance of landscaped areas and the Owner's use, maintenance, replacement or repair of any parking or driveway areas within the private water main easement areas as they will not interfere with the improvements, uses and purposes of the Village; and (3) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof. In the event of any conflicts between the rights of the Village pursuant to these Dedicated Private Water Main, Access and Maintenance Easements and the rights of any other persons or entities with respect to the this Easement, the Village's rights under these Easements shall be deemed to be superior. Unless the Village exercises its rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said private water main improvements shall be placed as a special charge against the property.

*A separate more detailed Access Easement  
is recorded on the real estate of Lots  
1, 2, 3 and 4.*



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.

~~DEDICATED PUBLIC AND PRIVATE~~ DEDICATED PUBLIC AND PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE  
EASEMENT

Nonexclusive easements coextensive with the areas shown as a 20' Dedicated ~~Public and Private~~ Storm Water Management, Access and Maintenance Easement on Lots 1, 2, 3 and 4 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1, 2 and 3 and the Village of Pleasant Prairie ("the Village") for storm water management purposes, private and public drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These storm water management 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 above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of the Lots 1, 2, 3 and 4 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village and the Owner of Lots 1, 2, 3 and 4 as it related to the easement, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement areas as may be approved by the Village. In the event of any conflict between the rights of the Owner / Land Divider, the rights of the Village and the rights of the Owner(s) of Lots 1, 2 and 3 or other entities with respect to the Dedicated ~~Private and Public~~ Storm Water Management, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner / Land Divider shall be responsible for all costs associated with the construction and maintenance of public and private storm water management and drainageway improvements contained within the exclusive easement until such time as Lots 1, 2 and 3 are transferred in ownership and such maintenance responsibility is transferred to the new Lot Owner(s) or the Owner(s) Association. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge against the property. *and 4*

The easement rights include the perpetual right to enter upon Lots 1, 2, 3 and 4 within the Dedicated ~~Private and Public~~ Storm Sewer, Access and Maintenance Easement areas at any time that it may see fit, to re-construct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water across, through, and under Lots 1, 2, 3 and 4, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system Improvements. *OK*

This grant is further subject to the condition that the Owner(s) of Lot 1, 2 and 3 shall, at their expense, reconstruct and repair the storm water management system improvements as deemed necessary by the Village. Upon completion of any such re-construction or repair to the storm water management system improvements, the Owner(s) of Lots 1, 2 and 3 will restore the easement areas to its prior grade and condition including any restoration such as and without limitation, the replacement of pavement, concrete curbs and gutters, sidewalks, sign age, landscaping or landscaped islands or any other Improvements resulting from such re-construction and repair. *and 4*

*\* Don't reference public-private. \**

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.

DEDICATED DIRECTIONAL SIGNAGE EASEMENT

Nonexclusive easements coextensive with the areas shown as a Dedicated Directional Signage Easements on Lot 4 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1, 2 and 3 for the purpose of construction, operating and maintaining directional monument signage benefiting the businesses on Lots 1, 2 and 3, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These directional signage 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 above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owner(s) of the Lot 4 on which such easements are located as will not interfere with the improvements, uses and purposes of the Village and the Owner of Lot 4 as it related to the easements, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement areas as may be approved by the Village. In the event of any conflict between the rights of the Owner / Land Divider, the rights of the Village and the rights of the Lot 4 Owner and the rights of Lots 1, 2 and 3 Owner(s) or other entities with respect to the Dedicated Directional Signage Easements areas, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The developer shall be responsible for all costs associated with the construction and maintenance of the directional monuments signs and associated electrical services and landscaping areas contained within the exclusive easement until such time as Lots 1, 2 and 3 are transferred in ownership and such maintenance responsibility is transferred to the new Owner(s) of Lots 1, 2 and 3 or their sub-association.

The easement rights include the perpetual right of the Owner(s) of Lots 1, 2 and 3 to enter upon Lot 4 within the Dedicated Directional Signage Easement areas at any time that it may see fit, to re-construct, alter, maintain, use and repair the monument signs.

DEDICATED PRIVATE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT

Nonexclusive easement coextensive with the area shown as a 20' Dedicated Private Sanitary Sewer, Access and Maintenance Easement on Lots, 1, 2, and 3 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Village for private sanitary improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities, uses and purposes, and for all related ingress and egress. These Dedicated Private Sanitary Sewer Easement shall be exclusive, except for: (1) the Owner's financial responsibility and obligation for the private sanitary sewer and related appurtenances construction, installation, repair, alteration, replacement and maintenance activities, uses and purposes; (2) the Owner's use, planting and irrigating, care and maintenance of landscaped areas and the Owner's use, maintenance, replacement or repair of any parking or driveway areas within the private water main easement areas as they will not interfere with the improvements, uses and purposes of the Village; and (3) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof. In the event of any conflicts between the rights of the Village pursuant to these Dedicated Sanitary Sewer, Access and Maintenance Easements and the rights of any other persons or entities with respect to the this Easement, the Village's rights under these Easements shall be deemed to be superior. Unless the Village exercises its rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said private water main improvements shall be placed as a special charge against the property.

add easement language for lot 2 monument sign encroachment onto lot 1

✓ this P w/ Declaration ?

Who?

Public

public

public sewer main

public sanitary sewer

Add [ Dedicated Planting and Landscape Easement  
Language [ Dedicated Utility Easement

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2666  
IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1  
NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Registered Land Surveyor, hereby certify:  
THAT I have prepared this Certified Survey Map at the direction of the OWNERS; THAT the exterior boundaries are described as The redivision of Lot 1, of Certified Survey Map No. 2666, being that part of the NW 1/4 of the NW 1/4 of Section 8 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 52.18 feet to a point on the East right-of-way of 104th Avenue and the point of beginning of this description; continue thence N70°56'29"E 241.04 feet to a point on the South right-of-way of State Trunk Highway "50" (75th Street); thence S87°48'05"E 349.52 feet along said South line; thence S01°01'21"E 301.70 feet; thence N88°58'39"E 161.50 feet; thence S01°01'21"E 121.16 feet to a point on the North right-of-way of 77th Street; thence S57°39'15"W 429.57 feet along said North line to the point of curvature of a curve of Southwesterly convexity whose radius is 365.00 feet and whose chord bears S72°46'05"W 190.34 feet; thence Southwesterly 192.56 feet along the arc of said curve and said North line; thence S87°52'54"W 143.81 feet along said North line; thence N47°16'46"W 42.54 feet along said North line to the East right-of-way of 104th Avenue; thence N02°27'11"W 617.85 feet along said East line to the point of beginning. Containing 9.156 acres.  
THAT said Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof made and I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Ordinance.

June 22, 2012

\_\_\_\_\_  
Mark R. Madsen, S-2271  
Nielsen Madsen & Barber, S.C.  
P.O. Box 188  
Racine, WI 53401-0188  
(262) 634-5588

Control

add wetland  
legal descriptions  
(exclude area being filled)

OWNER'S CERTIFICATE OF DEDICATION

Water Street Land, LLC, as Owner does hereby certified that it caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

WATER STREET LAND, LLC

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, this \_\_\_\_ day of \_\_\_\_\_, 2012.

Witness: \_\_\_\_\_

\_\_\_\_\_



**ADDITIONAL DRAFT LANGUAGE for WATER STREET LAND, LLC CSM  
(Note – Add language for any other easements shown on CSM).**

**DEDICATION AND EASEMENT LANGUAGE**

**DEDICATED PLANTING AND LANDSCAPE EASEMENT**

Nonexclusive easements co-extensive with each area shown on this CSM as a Dedicated Planting and Landscape Easement were dedicated, give, granted and conveyed per the Prairie Ridge Plat to the Village for the purposes of planting and installing trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. . In the event of any conflict between the rights of the Owner and the rights of the Village or other Easement holder entities with respect to the Dedicated Planting and Landscape Easement, the Village's rights under this easement shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Owner shall be responsible for all costs associated with the of planting and installing trees, shrubs and other landscape elements and all related grading, replacement and maintenance activities within these nonexclusive easement areas.

**DEDICATED UTILITY EASEMENT**

A perpetual easement co-extensive with each area shown on this CSM as a Dedicated Utility Easement were dedicated, given, granted and conveyed per the Prairie Ridge Plat to Wisconsin Electric Power Company, Ameritech 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 shown on this CSM (and any lots subsequently divided from any such Lot with the approval of the Village) in accordance with the Village-approved plans and for any related ingress and egress. To the extent possible, all such utility and communication lines and facilities shall be installed underground. These utility easements specifically include the right to trim or cut trees, brush or roots as may be reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. These utility easements shall be exclusive, except for: (1) the corresponding utility easements dedicated herein to the other Utility and Communications Grantees; (2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; and (3) such use, planting, care and maintenance of the easement areas by the Owner of the Lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Utility and Communications Grantees. No private buildings or structures shall be placed within the utility easement areas by the Owner of the Lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Utility and Communication Grantees. In the event of any conflict between the rights of the Utility and Communication Grantees pursuant to the utility easements with respect to the Dedicated Utility Easement areas and the rights of the Village in such areas, the

rights of the Village shall be deemed to be superior except with respect to matters relating to landscaping.

**ADD DEDICATION LANGUAGE FOR SIGNAGE EASEMENT - Lot 2 monument sign will encroach into Cheddar's Lot 1).**

**PREPARE EASEMENT VACATION DOCUMENTS FOR THE FOLLOWING: (separate documents)**

- The wetlands will not be used for storm water detention purposes.
- The storm sewer leading from Olive Garden south to 77<sup>th</sup> Street is being abandoned. (Olive Garden will also need to provide an easement for access in their parking lot to abandon/cap the storm water easement.

RECEIVED  
JUL 30 2012

Village of Pleasant Prairie

8/1/12

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is hereby made and established this \_\_\_\_ day of \_\_\_\_\_, 2012, by Water Street Land, LLC (the "Declarant").

RECITALS:

WHEREAS, Declarant owns that portion of the real property located in the Village of Pleasant Prairie ("Village"), Kenosha County, Wisconsin known as Prairie Ridge, consisting of four lots (hereinafter referred to collectively as "Lots" or singularly as "Lot"), comprising approximately 9.156 acres, which is legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto, consisting of Lots 1 ("Lot 1"), 2 ("Lot 2"), 3 ("Lot 3") and 4 ("Lot 4") of Certified Survey Map No. \_\_\_\_\_ (collectively the "Land"); and

WHEREAS, the original plat of Prairie Ridge Subdivision was recorded with the Kenosha County Register of Deeds on March 12, 1998, as Document Number 1088727, Plat Number 5745 (the "Original Plat")

WHEREAS, the Land was previously a part of Outlot 23 of Prairie Ridge Subdivision, and was initially divided into three parcels pursuant to Certified Survey Map No. 2107 ("CSM 2107"); Parcel 3 of CSM 2107 was subsequently divided into three parcels pursuant to Certified Survey Map No. 2283 ("CSM 2283"); Parcel 1 of CSM 2283 was subsequently divided into two lots pursuant to Certified Survey Map No. 2482 ("CSM 2482"); Lot 1 of CSM 2482 was subsequently divided into two lots pursuant to Certified Survey Map No. 2666 ("CSM 2666"); Lot 1 of CSM 2666 was subsequently divided into four parcels pursuant to Certified Survey Map No. \_\_\_\_\_ (the "CSM").

WHEREAS, Declarant desires to develop the Land for business, commercial, retail and other approved purposes, accordingly, desires to subject the Land to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Declarant and all parties hereafter having an interest in the Land.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Land, shall be held, sold, conveyed, occupied, developed and maintained subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall pass with each parcel of or interest in the Land, as covenants running with the Land and shall apply to and bind all successors in interest, users and owners.

\* Irrespective of these declarations, the Prairie Ridge Commercial Owners' Association Declaration are still applicable and most restrictive shall apply?

ARTICLE I  
Name; Definitions

1.1 Name. The Land and all of the development thereon shall be known as the "Prairie Ridge West Commercial Development."

1.2 Definitions. The terms used in this Declaration shall be defined as follows:

(a) "Association" shall mean the Prairie Ridge West Commercial Development Owner's Association, a non-profit Wisconsin corporation created under this Declaration.

*\* Need Assn. incorporation document*

(b) "Building" shall mean shall include both the main portion of any building or buildings on the Development, with the exception of the building located on Lot 4 which will be demolished by the Declarant after approval of the CSM, and all projections and extensions thereof, including but not limited to platforms, docks, eaves, canopies, walls and screens.

(c) "Common Area" or "Common Areas" shall mean any lands within the Development, including the Common Open Space located on Lot 4 as depicted on Exhibit C attached hereto and the Private Access Roads depicted on Exhibit D attached hereto, which have been specifically reserved by the Declarant for the common use or enjoyment by all Owners within the Development, but not including any areas which have been dedicated to the Village. The Common Areas may include ~~stormwater ponds~~, landscaped areas, roadway boulevards, and entranceway monuments and signage, and may be established within any lands owned by Declarant subject to this Declaration by an amendment hereto signed and placed of record by Declarant.

*Wetlands*

*parking lots, ↑(lot 4)?*

(d) "Declarant" shall mean Water Street Land, LLC.

(e) "Development" shall mean the Prairie Ridge West Commercial Development.

(f) "Owner" shall mean the holder(s) of a legal or equitable ownership interest in any Lot, regardless of the type of tenancy or estate, and shall include land contract vendors and vendees, but shall not include the holder of any leasehold interest or any mortgage or other consensual lien prior to acquisition of legal or equitable title.

*no \* ponds in this area*

ARTICLE II  
Purpose and Intent

The general purpose and intent of this Declaration is to:

2.1 Protect and preserve property values and the investment by businesses located in the Development through encouragement of development which is well planned and maintained in a quality manner;



2.2 Create an attractive and efficient business environment through sound land use, planning and design standards;

2.3 Ensure operation and maintenance of the Development in a manner consistent with the purposes just described.

ARTICLE III

Cross Access Easements and Private Access Roads

*Need to add Olive Gardens cross access thru lots*

3.1 Access. Declarant establishes permanent, non-exclusive easements for the benefit of Lots 1, 2 and 3 over those hatched portions of Lots 1, 2, 3, and 4 as depicted as on **Exhibit E** to this Declaration as the "Cross Access Easement Area" for vehicular and pedestrian ingress and egress to and from public roads to Lots 1, 2 and 3.

3.2 Maintenance of Cross Access Easement Area. The Association shall (1) maintain the roadways installed within the Cross Access Easement Areas (together, "Private Access Roads") from time to time in good condition, normal wear and tear excepted, and promptly repair all damage to them; (2) promptly replace the Private Access Roads with improvements of equal or better quality at the ends of their useful lives, and (3) keep the Private Access Roads free from snow and debris. The costs of maintaining, repairing and replacing the Private Access Roads shall be passed through to the Owners of Lots 1, 2 and 3, as part of such Owners' annual assessments and shall be allocated among such Owners on a pro rata basis, based on the acreage of said Owner's Lot in relation to the total acreage contained in Lots 1, 2 and 3 on the date such calculation is made. **[Note: this method of allocation is consistent with the allocation of costs for Area-Wide Benefits per Article XI of the Master Declaration.]**

*add that no lot owner has the right to barricade or close off access unless approved by the Village.*

3.3 Construction of Private Roads. The Declarant shall construct that portion of the Private Access Road as shown as the "Declarant Constructed Access Road" depicted on **Exhibit D** attached hereto, on or before \_\_\_\_\_. In addition, Declarant shall also excavate a construction tracking pad approximately 35 feet wide by 120 feet long as shown as the "Wetland Fill/Tracking Pad" depicted on **Exhibit D** attached hereto. Upon completion of construction of the improvements on Lot 1, the Owner of Lot 1 shall construct the access road over the Wetland Fill/Tracking Pad and that portion of the Private Access Road as shown as the "Lot 1 Constructed Access Road" as cross-hatched on **Exhibit D** attached hereto. Upon completion of construction of the improvements on Lot 2, the Owner of Lot 2 shall construct the access road over those portions of the Private Access Roads located on Lots 1 and 2 as shown as the "Lot 2 Constructed Access Road" on **Exhibit D** attached hereto. Prior to construction of the Lot 1 Constructed Access Road and the Lot 2 Constructed Access road, the Owners of Lot 1 and Lot 2, as applicable, shall submit its plans for such construction to the Association for its approval. **[Note that plans must also be approved by the Architectural Control Committee per Section 2.3 of the Master Declaration.]**

*same contractor?*

ARTICLE IV

Security System

4.1 Establishment of Security System. The Village of Pleasant Prairie ("Village") requires the installation of a security system ("Security System") to benefit and

burden the Development and the property located to the east ("Lot 2 of CSM 2666"), as more particularly described on **Exhibit F** attached hereto (the "Olive Garden Property"). The Development and the Olive Garden Property are collectively referred to as the "Security System Property." The Security System must be designed and installed to Village specifications. The main control panel of the Security System ("Control Panel") will be located on Lot 2 of Development at a location to be agreed upon by the Village and the Owner of Lot 2 of the Development. The Control Panel must be located inside a building with a separate access door to the outside. After installation of the Security System, the Village will monitor and maintain the Security System under a separate contract with the Association.

*unless Inland would agree to house DVR in their control room?*  
?

4.2 Cost to Install and Maintain Security System. Each Owner shall be responsible for installing the cameras, conduit and other elements of the Security System required by the Village to service such Owner's Lot. The cost of the Control Panel, including installation, and the cost of maintenance and repair of the Security System and the Control Panel shall be allocated \_\_\_% to the Association and \_\_\_% to the Olive Garden Property. The Association will enter into an agreement regarding the installation, maintenance and repair of the Security System with the Olive Garden Property.

*only 1 system designed installed if possible*

4.3 Access Easements to Lots and Olive Garden Property. Declarant hereby grants and conveys and establishes permanent non-exclusive easements for the benefit of Lots 1, 2, 3, 4 and the Olive Garden Property over Lots 1, 2, 3 and 4 in the approximate locations shown on **Exhibit G** attached hereto for ingress and egress for access to the security system and all of its components, including any conduit and cabling, for the purpose of maintaining and servicing the same.

4.4 Access Easement to Village. Declarant hereby grants and conveys and establishes a permanent non-exclusive easement for the benefit of the Village over Lots 1, 2, 3 and 4 for ingress and egress for access to the security system and all of its components, including any conduit and cabling, for the purpose of maintaining and servicing the same.

4.5 Termination of Access Easements. Notwithstanding anything to the contrary contained in this Article IV, the Easements described in Section 4.3 and 4.4 shall terminate with respect to a Lot and/or the Olive Garden Property when that Lot or Olive Garden Property no longer uses the control panel located on Lot 2. The easements established under this Article IV will also terminate at such time when the Village no longer requires a security system.

ARTICLE V  
Signage

*Village will need to vacate easement*

5.1 Dedicated Entry Monument Easement. The Dedicated Entry Monument Easement Area established pursuant to Dedication 17a ("Dedication 17a") of the Original Plat, as shown on **Exhibit H**, attached hereto, is expanded as depicted on **Exhibit H** attached hereto, which expansion shall be subject to the grants and terms and conditions set forth in Dedication 17a of the Plat.

5.2 Monument Signs. Declarant, at its sole cost and expense, shall (a) erect an electrically lit monument sign on Lot 4 at the location indicated on **Exhibit I** attached hereto (the

“104<sup>th</sup> Avenue Sign”), which sign may have three (3) panels (one for the use of Lot 1, one for the use of the Lot 2, and one for the use of Lot 3), and (b) erect a second monument sign (with no more than the same three (3) panels) on Lot 4 at the location indicated on **Exhibit I** attached hereto (the 77<sup>th</sup> Street Sign). The 104<sup>th</sup> Avenue Sign and the 77<sup>th</sup> Street Sign are collectively referred to as the “Monument Signs.” The Owners of Lots 1, 2 and 3 shall each have the right to place and maintain a sign panel on the monument signs, and Declarant agrees that all such sign panels placed on such monument signs shall be positioned from the top down according to the total square footage of ground floor area contained within each Owner’s space with the largest Owner’s sign panel being in the top position. All signage under this Section shall be subject to municipal approval. Declarant shall, at its sole cost and expense, maintain the Monument Signs and associated electrical services and the landscaping areas within the dedicated directional signage easement area established on the CSM until such time as such maintenance responsibility is transferred to the Association. Notwithstanding the foregoing, each Owner shall be responsible for the separate cost of installation and maintenance of its sign panel, including light bulb costs.

ARTICLE VI  
Utility Easements

*add sep. \* Sanitary sewer, access and maintenance is separate from utility easements*

6.1 Grant of Utility Easement. Declarant hereby grants and conveys and establishes on Lots 1, 2, 3 and 4, for the benefit of Lots 1, 2 and 3, a non-exclusive perpetual easement in, to, over, under, along and across those portions of each of Lots 1, 2, 3 and 4 necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of utilities and utility lines serving Lots 1, 2 and 3 including, but not limited to, ~~sanitary sewer, storm drains, municipal water~~, gas, electrical, telephone and communication lines, and electrical lines servicing the Monument Signs (as hereinafter defined).

*utility and*

*utility easements*

6.2 Procedure. At least twenty (20) days prior to exercising the right for a utility easement as granted herein, the desiring Lot Owner shall first provide the other Lot Owner with a written statement describing the need for such easement, shall identify the proposed location of the utility line, the nature of service to be provided, the anticipated commencement and completion dates for the work and shall furnish a certificate of insurance showing that its contractor has obtained minimum insurance coverage required by the insurance coverage section in this Declaration.

6.3 Location and Width of Utility Easement. The initial location of any utility line shall be subject to the prior written approval of the Lot Owner whose property is to be burdened thereby, such approval not to be unreasonably withheld or delayed. The utility easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, but shall not be wider than five feet on each side of the center line if the easement is granted to a Lot Owner. Upon request, the Lot Owner desiring the utility line shall provide to the Lot Owner on whose Lot the easement will be located a copy of an as-built survey showing the location of such utility line.

6.4 Costs of Utility Easement. Any Lot Owner installing a utility line which is installed to provide service only to the installing Lot Owner, shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up

*Also an easement is likely needed for Lot 2 monument sign as it encroaches into Lot 1 with sign/landscaping.*

and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the easement area. In addition, the grantee of any separate utility line shall indemnify the grantor from all claims arising out of or resulting from the installation, maintenance and operation of the utility line.

6.5 Relocation of Utility Easement. The Declarant and any future owner of either Lot 1 or Lot 2 or Lot 3 shall have the right to relocate a utility line upon twenty (20) days prior written notice to the Lot Owner(s) on whose Lot(s) the existing utility line and the relocated utility line is(are) located, provided that such relocation:

(a) Shall not interfere with or diminish the utility service to a Lot during the other parties' business hours; and if electrical line/computer line is being relocated, then the Parties shall coordinate such interruption to eliminate any detrimental effects;

(b) Shall not reduce or unreasonably impair the usefulness or function of such utility line;

(c) Shall be performed without cost or expense to the Lot Owners not requesting the relocation;

(d) Shall be completed using new materials and design standards which equal or exceed those originally used;

(e) Shall have been approved by the provider of such service and the appropriate governmental or quasi governmental agencies having jurisdictions there over; and

(f) If the exiting utility line is being vacated, then the requesting Lot Owner shall restore the easement area of the existing utility line in a condition consistent with the property surrounding such easement area.

Documentation of the relocated easement area, including the furnishing of an as-built survey, shall be performed at the expense of the Lot Owner desiring the relocation of the utility line and shall be accomplished as soon as possible following completion of such relocation.

## ARTICLE VII Use Restrictions

7.1 Use in General. None of the Lots shall be used for any purpose not specifically permitted under the applicable provisions of the Zoning Ordinance of the Village of Pleasant Prairie, Wisconsin.

7.2 Use with Respect to Easements. The Lots may not be used in any manner that materially interferes with the use of the easements created under this Declaration, provided that Owners may temporarily close any or all of the easement areas on their Lot(s) from time to time for maintenance, repair, and replacement purposes without liability to any other Owner.

Except in emergencies, an Owner performing any such work shall give 15 days prior written notice to the other Owners of any such closure on such Owner's Lot.

7.3 Restriction Against American Casual Cuisine Restaurants. No portion of Lots 2, 3 or 4 shall be leased, used or occupied as a restaurant which operates with American casual cuisine as its primary restaurant theme, including, without limitation, Chili's, Applebee's, TGI Friday, Ruby Tuesday, Red Robin, B.J.'s Restaurant & Brewery, Texas Roadhouse, Houlihan's, O'Charley's, or Bennigan's. This restriction shall not apply to a sit-down restaurant, specifically including, but not limited to, a Bob Evans restaurant, Shoney's, Cracker Barrel, Denny's, IHOP, Friendly's, Big Boy, Perkins, Eat-N-Park, Silver Diner, Waffle House, Country Kitchen, First Watch, Scramblers, Café Marie's, Scrambler Marie's, Rise & Dine Restaurants or Peach's. This restriction shall automatically be null and void in the event that a restaurant is not operated on Lot 1 for a period of one hundred eighty (180) consecutive days.]

7.4 Restriction Against Family Style Restaurants. No portion of Lots 1, 3 or 4 shall be leased, used or occupied or operated as a family style restaurant. This restriction shall automatically terminate on \_\_\_\_\_ [20 years after Closing]. In addition, this restriction shall automatically be null and void in the event that a restaurant is not operated on Lot 2 for a period of one hundred eighty (180) consecutive days. A family style restaurant shall be defined to be a sit-down restaurant similar to a Bob Evans restaurant, specifically including, but not limited to, Shoney's, Cracker Barrel, Denny's, IHOP, Friendly's, Big Boy, Perkins, Eat-N-Park, Silver Diner, Waffle House, Country Kitchen, First Watch, Scramblers, Café Marie's, Scrambler Marie's, Rise & Dine Restaurants or Peach's. This restriction does not apply to a fast food type restaurant (similar to McDonald's, Arby's, Quizno's or Starbucks) or a restaurant similar to Friday's, Applebee's, Outback Steakhouse, Bennigan's, Cheddar's or Chili's.]

7.5 [For purposes of Sections 7.3 and 7.4 above, the terms "operated" or "operates" shall include not only the restaurant building but also the parking areas, drives, entries or any other improvements used in connection with or to support such a restaurant or to support a shopping center of which such a restaurant is a part. All deeds, leases or other legal documents which shall be given or made by the Owner of a Lot subject to the restriction set forth in Sections 7.4 and 7.5 above shall contain appropriate restrictions prohibiting the use of such Lots for the purposes set forth above.]

ARTICLE VIII  
Owners' Association

8.1 Formation. The Declarant shall incorporate a Wisconsin non-profit corporation to be known as the Prairie Ridge West Commercial Development Owners' Association, Inc.

8.2 General Purposes of the Association. The duties of the Association shall include enforcement of this Declaration, maintenance of the Common Areas and such other responsibilities as are identified in this Declaration or the Articles and By-Laws of the Association.

If Bob Evans moves forward

condition prior to CSM recording

### 8.3 Membership and Voting.

(a) Each Owner shall automatically become a member of the Association. The membership in the Association appurtenant to a Lot and shall be owned jointly and severally by all co-Owners of any Lot, regardless of the form of tenancy, estate or interest in the Lot.

(b) If there is more than one (1) Owner of a Lot, membership in the Association shall be held in common by all co-Owners, provided that one (1) co-Owner shall be designated to vote and otherwise exercise the rights of the membership appurtenant to any Lot. All votes appurtenant to a Lot shall be voted together by one Owner and shall not be divided. If more than one co-Owner attempts to vote, the right to vote on the matter in question shall be forfeited by all co-Owners of the applicable Lot.

(c) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot, and then only to the transferee. Membership and voting rights may not be retained when an Owner transfers its interest in a Lot. Any attempt to make a prohibited transfer or retention of Association membership shall be null and void.

(d) With respect to matters to be voted upon by the Association membership, each Owner shall have the number of votes, including fractions thereof, equal to the number of Buildable Acres, including fractions thereof, within the Lot to which the membership is appurtenant. The term "Buildable Acres" shall mean the number of net acres (rounded to the nearest 1/10 of an acre) contained within any Lot, exclusive of Common Areas located on such Lot and lands within any wetland, floodplain or environmental corridor. Notwithstanding anything in this Declaration to the contrary, the votes (including fractions thereof) appurtenant to the Declarant's membership in the Association, shall be equal to the number of acres within the Development owned by Declarant including fractions thereof (rounded to the nearest 1/10 of an acre), exclusive of Lots conveyed by the Declarant, Common Areas, and lands within any wetland, floodplain or environmental corridor. When a majority or percentage vote is required under this Declaration, the requirement shall be calculated using the total number of votes available in the Development.

### 8.4 Board of Directors.

(a) The Association shall be governed by a board of three (3) directors (the "Directors"). The initial Directors shall be appointed by the Declarant. The duties and qualifications of the Directors shall be as set forth in the By-Laws of the Association. Directors will serve two (2)-year terms.

(b) As long as Declarant owns seventy-five percent (75%) or more of the lands in the Development, it shall appoint all three (3) Directors. As long as the Declarant owns at least five percent (5%), but less than seventy-five percent (75%) of the lands in the Development, the Declarant shall appoint two (2) of the Directors and the

remaining one (1) will be elected by the Owners from among themselves. For purposes of the foregoing calculations, the lands in the Development shall mean any portion of the Land, except the Common Areas. Elections will be held at the Association's annual meeting.

ARTICLE IX  
ASSOCIATION ASSESSMENTS

9.1 Budget. The annual budget shall be considered and approved at the Association's annual meeting by its members.

9.2 General Annual Assessment. All Lots and the Owners thereof shall be subject to a general annual assessment, determined and levied by the Board of Directors of the Association, for the purpose of paying the costs and expenses incurred by the Association in performing its stated purposes and functions, including but not limited to the maintenance and operation of the Common Areas and the enforcement of this Declaration. By December 30th of each year the Board of Directors shall determine a general annual assessment based thereon which shall be sufficient to meet the estimated costs and expenses of the Association for the ensuing year. The annual budget shall be considered and approved at the annual meeting by the members of the Association. The general annual assessment shall be allocated and assessed against Owners of all Lots within the Development, on a pro rata basis, based on the acreage of real estate owned in proportion to the total acreage in the Development, unless otherwise provided herein. The general annual assessment shall be paid in the time and in the manner determined by the Board of Directors of the Association, which time shall not be sooner than thirty (30) days after the date of the annual membership meeting..

9.3 Special Assessments. Each Lot and the Owners thereof shall be subject to special assessments by the Board of Directors to cover all or any part of any extraordinary expenses incurred by the Association but not included in the annual budget. Such special assessments shall be allocated and assessed against among the Owners of all Lots within the Development on a pro rata basis, based on the acreage of real estate owned in proportion to the total acreage for the Development, and shall be paid at the time and in the manner determined by the Board of Directors of the Association, which time shall not be sooner than thirty (30) days after the date of the annual membership meeting. Special Assessments shall be due and payable sixty (60) days after the affirmative vote declaring such special assessments by the Board of Directors of the Association. The Association shall further have the right to levy assessments against individual Lots for any costs of enforcement (including attorneys' fees) incurred under Article \_\_\_\_.

9.4 Collection and Enforcement. The right to collect or enforce the collection of any charges, assessments, special assessments or fines assessed by the Association under this Declaration, is hereby delegated exclusively to the Association. The Owners shall be personally obligated to pay such charges, assessments, special assessments or fines, when due, and such charges, assessments, special assessments or fines shall also be and constitute a lien until paid, against the Lot to which charged. All charges, assessments, special assessments or fines levied by the Association which are unpaid when due shall bear interest from such due date at a rate at the rate of twelve percent (12%) per annum ("Interest") until paid in full, and such interest,

together with the underlying assessment, shall from such time become and remain a part of the lien upon such Lot until paid. The Association shall have a lien for the amount of Interest or underlying assessment or fine as set forth under Section 9.5.

9.5 Lien Against Lot. In the event that any assessment or fine levied against any Lot hereunder remains unpaid for a period of sixty (60) days from the date due, the Board of Directors may, in its discretion, file an action at law to collect the amount due, or a lien claim pursuant to Section 779.70(4) of the Wisconsin Statutes (or its successor statutes) for a lien against such Lot at any time within six (6) months from the date of the assessment or fine was levied. The claim shall be filed in the office of the Clerk of the Circuit Court of Kenosha County. The resulting lien may be enforced by foreclosure proceedings brought by the Association. Any such foreclosure action may be brought in the same manner as an action to foreclose a real estate mortgage, and there shall be added to the amount due the costs of legal proceedings and Interest, together with attorneys' fees. The rate for any of the above-mentioned assessments shall not be limited by the amounts set forth in the Wisconsin Statutes, Section 779.70 and the Owners hereby consent to such provision.

9.6 No Owner may exempt such Owner's Lot from liability for contribution for charges and assessments levied by the Association by waiver of use of any of the Common Areas, or by the abandonment of the Lot; no conveyance shall relieve the seller or Lot of such liability, and such Owner shall be jointly, severally and personally liable along with the purchaser in any such conveyance for the charges and assessments incurred until the date of sale, until all charges and assessments against the Lot have been paid. Any interested person shall be entitled to a statement of unpaid assessments with respect to any Lot upon written request to the secretary of the Association.

9.7 Notwithstanding any other provision in this Declaration to the contrary, the Declarant shall be liable to the Association for the above mentioned assessments to the extent of one quarter (25%) of such amounts assessed for undeveloped acreage owned by the Declarant on which it has not constructed any Building. Every purchaser of such Lot from the Declarant shall be subject to the entire amount of assessment due under this Section 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 IX are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the CSM, and the Declarant continues to own undeveloped acreage on which it pays only 25% of the assessments as set forth under this Article IX, the Declarant shall be responsible for up to 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 Section 9.3 above.

9.8 Notwithstanding anything contained herein to the contrary, the Declarant 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 Declarant, Association or the Owner to perform the functions as set forth in the herein and in the CSM. Any proposed elimination or material reduction in the assessments or charges against Owners shall meet with the approval of the Village.



ARTICLE X  
DECLARANT'S CONVEYANCE TO ASSOCIATION

10.1 Within ninety (90) days of the Association's incorporation, the Declarant will convey to the Association by quit claim deed and quit claim bill of sale any and all personal property, fixtures, structures, improvements, real property and real property interests which the Declarant in its sole judgment may deem to be Common Areas as of the date of such conveyance. The following shall apply with respect to the Common Areas:

(a) Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in and to any Common Areas, but subject to the covenants contained herein and the easements, covenants and restriction contained on the final plat, CSM No. 2107, CSM No. 2283, CSM No. 2482, CSM No. 2666 and the CSM, acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

(b) It is understood that entry monuments or other similar structures may be, in the discretion of the Declarant, located on easements within the Common Areas and said structures shall be for the benefit of the Association and shall be maintained, operated and administered by the Association.

(c) The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(1) The right of the Declarant and/or 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, Association and Declarant;

(2) The right of the Association, but subject to the 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 such areas or facilities pursuant to approval by the Board of Directors;

(3) In the event any Common Areas or any portion of the ~~stormwater drainage, water and/or~~ sanitary sewer systems servicing the Property are 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 and/or Declarant or the Village to repair said damaged area in compliance with Village ordinances; the Association and/or the Village shall repair said damaged area 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. The amount necessary for such repairs, plus 15% for the Association's or Declarant's overhead, shall be a special assessment' upon the

*except the  
DSIS  
if owned by  
the  
village*

*\* only sanitary sewer & DSIS  
are public*

Outlot of said Owner and shall accrue interest at the annual rate of 18% unless paid in full within 15 days after notice to pay.

10.2 Disclaimer. The Declarant shall convey the Common Areas to the Owners 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 and other required insurance for the Common Areas. Declarant 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 the Declarant harmless against any and all claims, relating to the Common Areas and or Preservation Areas.

## ARTICLE XI EASEMENTS

11.1 Easements. Declarant hereby reserves the right, so long as the Declarant owns any portion of the Land in the Development, to grant and convey from time to time, to any governmental agency or any public or private utility company (a "Utility"), for the benefit of the Utility or the Association, over and across any of the Easement Areas, as well as those portions of any Lot within twenty (20) feet of the exterior boundary thereof, a permanent, non-exclusive easement for the construction, installation, maintenance and replacement of any line, lateral, conduit, swale or other improvement intended to furnish or convey any utility service (including without limitation, sanitary and storm sewer, water, gas, electric and cable T.V.), or for the purposes of managing or facilitating the drainage of storm and surface water, within and through the Development.

## ARTICLE XII COMMON AREA MAINTENANCE AND OPERATION

12.1 All Common Areas shall be used for their intended purposes (e.g., open spaces, storm drainage, etc.) for the common benefit of the Declarant and Lot Owners. The manner of use shall be preserved and regulated by the Association and their function and intended purpose shall not be modified except by unanimous written consent of the Directors.

12.2 Any signs, monuments, drainage facilities, boulevards, structures or landscaping constructed or installed by the Declarant or the Association within the Common Areas for the general benefit of Lot Owners, shall be properly maintained by the Association in a clean, safe and attractive condition.

12.3 Each Owner shall be responsible for an annual assessment related to the maintenance and upkeep of Common Areas and may be subject to additional assessments determined to be necessary, all as set forth under Article IX of this Declaration.

Where is the snow storage area?

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

WATER STREET LAND, LLC

By: \_\_\_\_\_

STATE OF WISCONSIN            )  
  ) SS  
COUNTY OF MILWAUKEE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2012, the above named \_\_\_\_\_, as the \_\_\_\_\_ and \_\_\_\_\_ of Water Street Land, LLC, and to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This document was drafted by and after recording should be returned to:

Lynn A. Ludke  
Godfrey & Kahn, S.C.  
780 North Water Street  
Milwaukee, WI 53202-3590  
(414) 273-3500

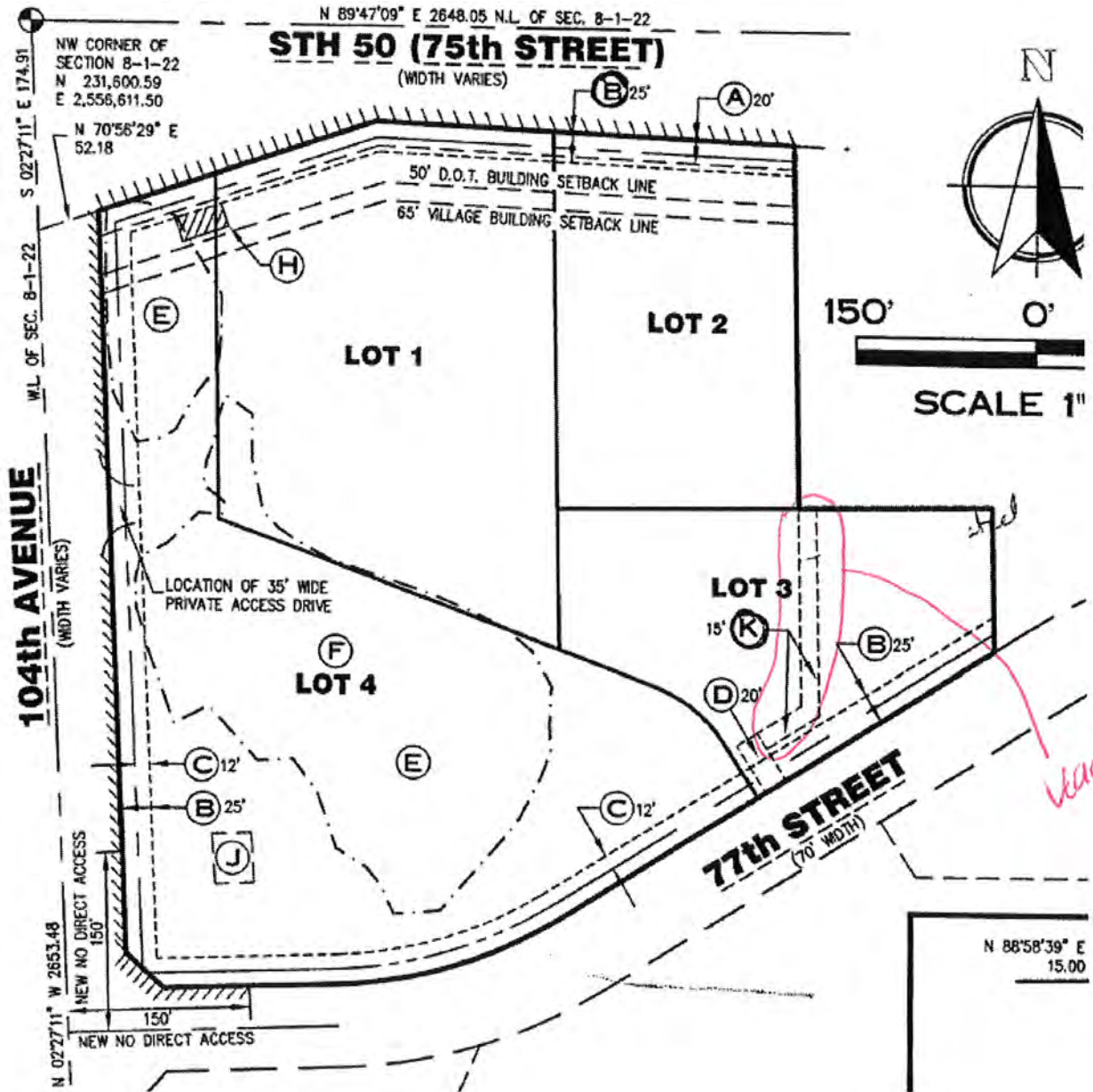
## **EXHIBIT A**

### **Legal Description**

Certified Survey Map No. \_\_\_\_\_, being a redivision of Lot 1 of Certified Survey Map No. 2666 in the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

EXHIBIT B

Lots

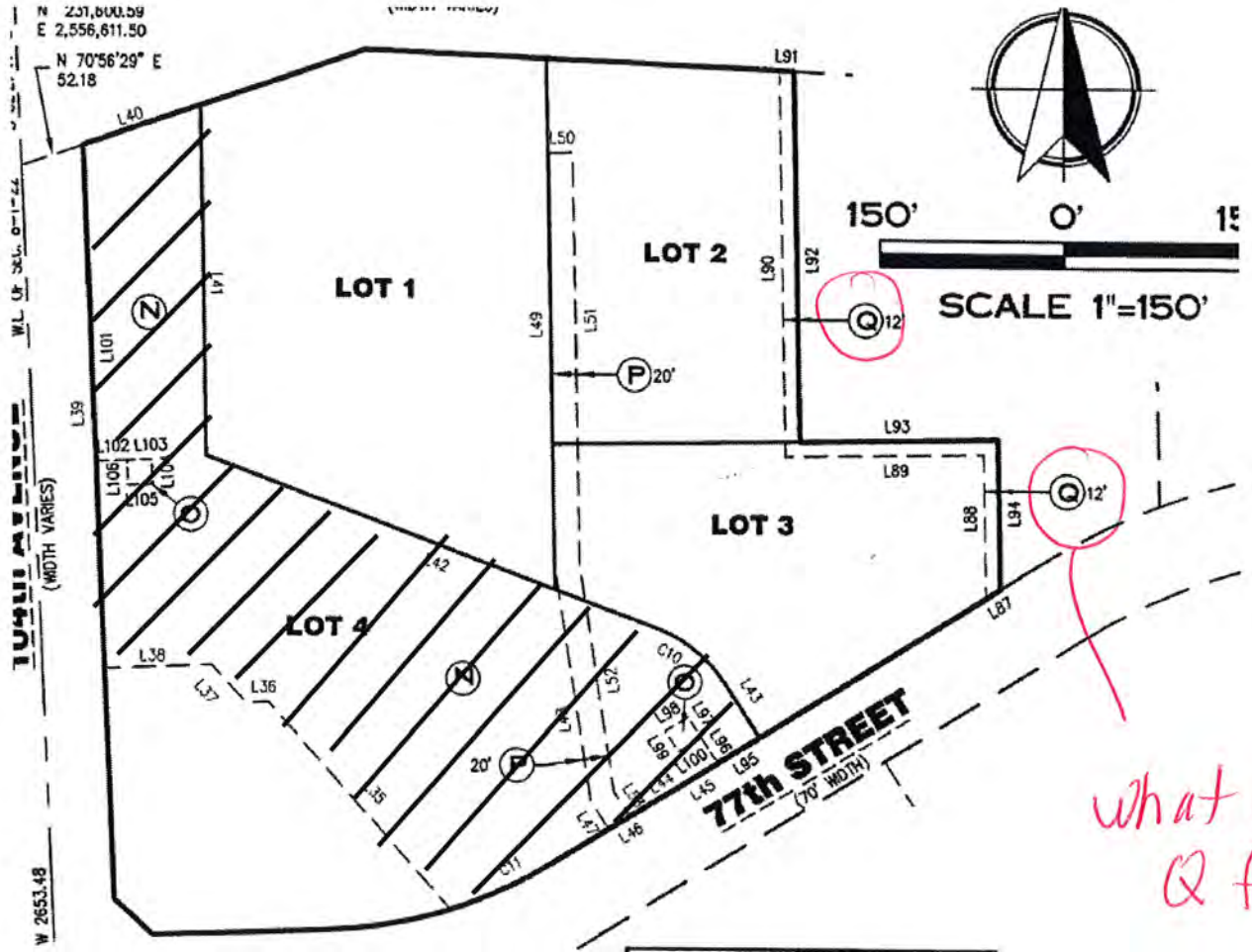


Legend

- A \_\_\_\_\_
- B \_\_\_\_\_
- C \_\_\_\_\_
- D \_\_\_\_\_
- E \_\_\_\_\_
- F \_\_\_\_\_

# EXHIBIT C

## Common Open Space



what is Q for?

Legend

N ———

O ———

P ———

Q ———

EXHIBIT D

Private Access Roads

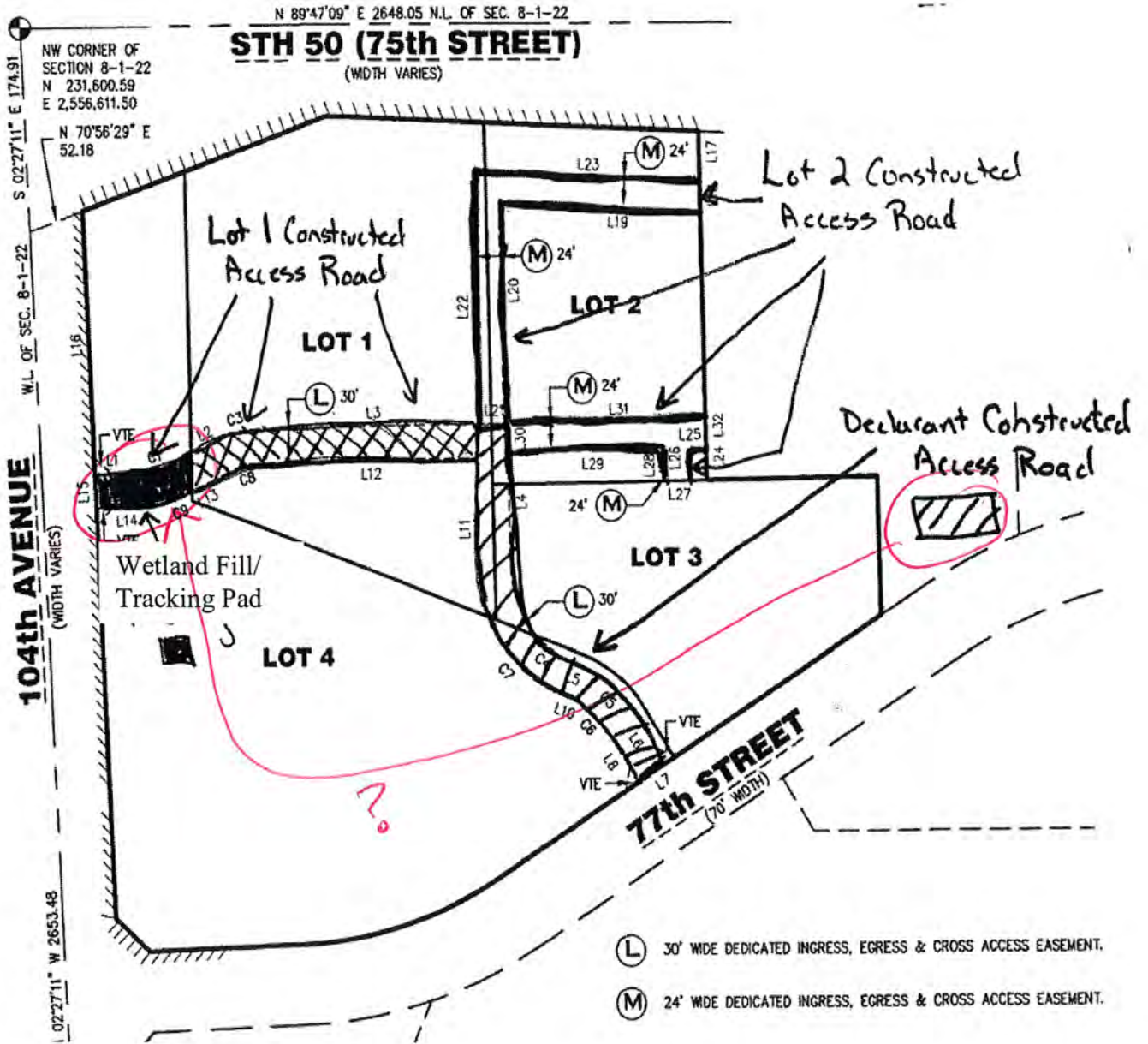
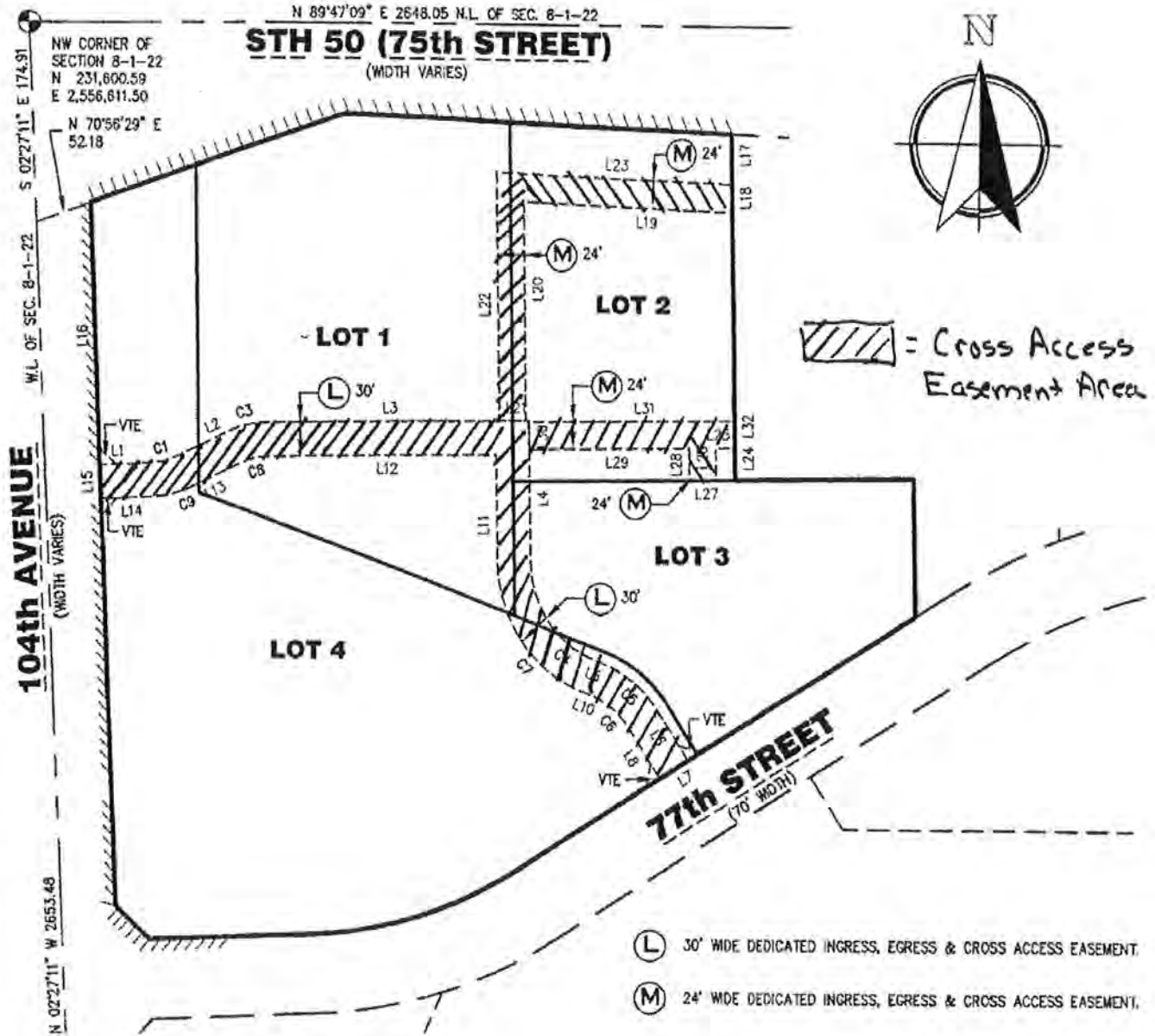


EXHIBIT E

Cross Access Easements





**EXHIBIT F**

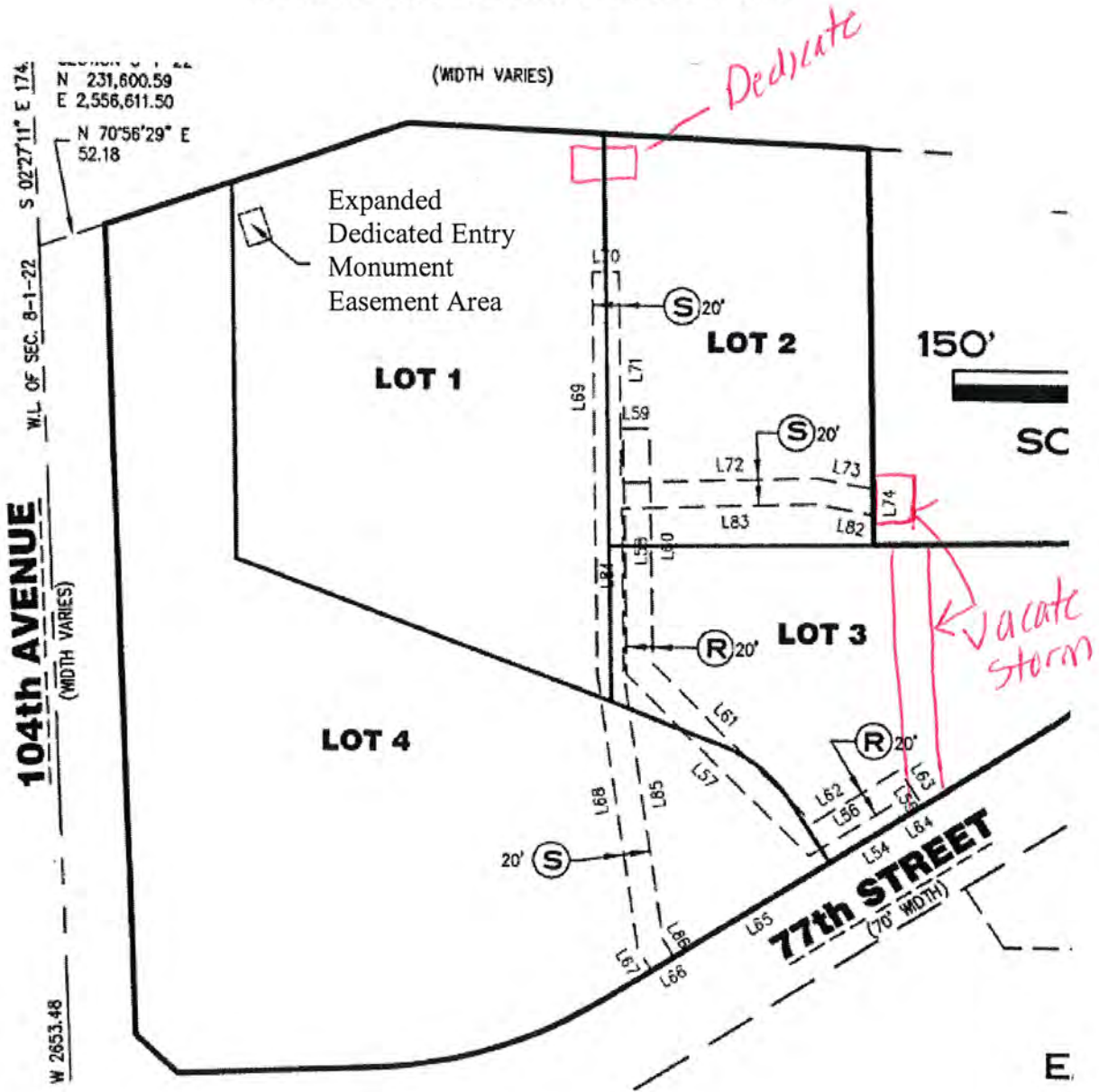
**Olive Garden Property**

**EXHIBIT G**

**Security System Easement**

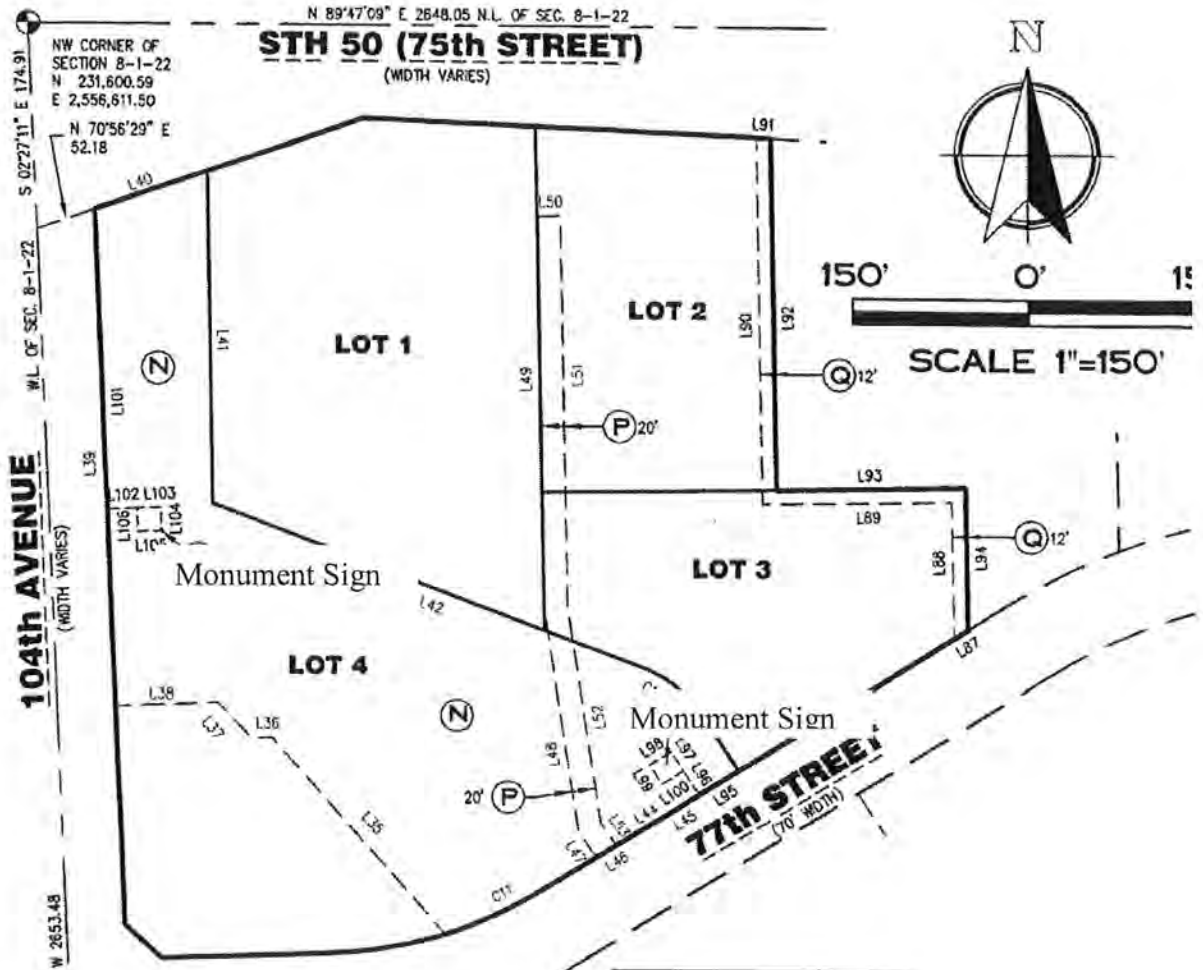
EXHIBIT H

Dedicated Entry Monument Easement Area



# EXHIBIT I

## Dedicated Entry Monument Easement Area



8091990\_2

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

Consider **Zoning Text and Zoning Map Amendments (Ord. #12-25 and #12-26)** for the request of Jeffery Marlow, President of Lexington Homes Inc., to rezone the property located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street in the Prairie Ridge Development from the R-9 (UHO), Multi-Family Residential District with an Urban Landholding Overlay District to the R-11 (PUD), Multi-Family Residential District with a Planned Unit Development Overlay District for the proposed development of 4-apartment buildings (176-apartments--including 72 efficiency units, 68-1 bedroom units and 36-2 bedroom units) and a clubhouse to be known as Cobblestone Creek and to create the specific PUD zoning regulations for this development.

**Recommendation:** On August 13, 2012 the Plan Commission held a public hearing and recommended that the Village Board approve of the **Zoning Map and Zoning Text Amendment (Ord. #12-25 and #12-26)** subject to compliance with the Village Staff Report of August 20, 2012.

Consider the request of Jeffery Marlow, President of Lexington Homes Inc., for approval of a **Certified Survey Map, Development Agreement and related documents** for the proposed Cobblestone Creek apartment development project located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street in the Prairie Ridge Development.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Certified Survey Map, Development Agreement and related documents** subject to the comments and conditions of the Village Staff Report of August 20, 2012.

## VILLAGE STAFF REPORT OF AUGUST 20, 2012

Consider **Zoning Text and Zoning Map Amendments (Ord. #12-25 and #12-26)** for the request of Jeffery Marlow, President of Lexington Homes Inc., to rezone the property located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street in the Prairie Ridge Development from the R-9 (UHO), Multi-Family Residential District with an Urban Landholding Overlay District to the R-11 (PUD), Multi-Family Residential District with a Planned Unit Development Overlay District for the proposed development of 4-apartment buildings (176-apartments--including 72 efficiency units, 68-1 bedroom units and 36-2 bedroom units) and a clubhouse to be known as Cobblestone Creek and to create the specific PUD zoning regulations for this development.

Consider the request of Jeffery Marlow, President of Lexington Homes Inc., for approval of a **Certified Survey Map, Development Agreement and related documents** for the proposed Cobblestone Creek apartment development project located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street in the Prairie Ridge Development.

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

*The petitioner is requesting approval of the Certified Survey Map to subdivide the 9.79-acre property located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street into two properties; to approve zoning text and zoning map amendments to rezone the property from the R-9 (UHO), Multi-family Residential District with an Urban Landholding Overlay District to R-11 (PUD), Multi-family Residential District with a Planned Unit Development Overlay District with an associated PUD Text Amendment for the 4-building multi-family development and clubhouse to be known as Cobblestone Creek. The PUD also includes the approval of the final PUD Development Plans and a Digital Security Imaging System (DSIS) Agreement and Access Easement for the Cobblestone Creek development.*

Cobblestone Creek will consist of 2 40-unit 2 story buildings and 2 48-unit 3 story buildings with a total of 176 units--including 72 efficiency units, 68 1-bedroom units and 36 2-bedroom units. The development of the 9.79 net-acre property with 176-units will provide a net density of 17.98 units per acre. In addition a clubhouse will be constructed with two (2) ponds and walking paths throughout the open space areas of the development.

Parking will be accommodated primarily by underground parking (1 space for each unit) with additional surface parking available. Additional storage lockers are available internally in the underground parking area. The majority of the units will have individual front load washers/dryers and all units will have built in microwaves, smooth top ranges and refrigerators. The anticipated rents were based on a thorough market study completed by the Developer and will range from the mid \$600 for an efficiency apartment to over \$1,100 for a two bedroom apartment (excluding heat and water). The payment of the water will be accomplished by each building having one (1) main water meter with the Village sending one (1) bill to the property. This water bill will then be split up and billed to the individual units by the property owner.

The 40-unit buildings are a two (2) story building with a variety of floor plans including efficiency style units, loft units, 1 bedroom with loft units and 2 bedrooms with 2 full bath units. The 40-unit building will breakdown as follows:

- 4- Efficiency (448 sq. ft.)
- 4- XL Efficiency (568 sq. ft.)
- 3- 1bdrm, 1 bath (742 sq. ft.)
- 4- 2bdrm, 1 bath (average of 1,138 sq. ft.)
- 2- 2bdrm, 2 bath (average of 1,241 sq. ft.)
- 1-1bdrm, 2 bath w/den (1,364 sq. ft.)

- 6-1bdrm, 2 bath w/loft (average of 1,257 sq. ft.)
- 4-Tower Loft, 1 bath (838 sq. ft.)
- 12-Loft, 1 bath (712 sq. ft.)

The 48-unit buildings are three (3) story building with elevator service with the same variety of floor plans as the 40-unit buildings. The 48-unit will breakdown is as follows:

- 8- XL Efficiency (560 sq. ft.)
- 4- Tower Loft, 1 bath (820 sq. ft.)
- 1- 1bdrm, 1 bath (780 sq. ft.)
- 2- 1bdrm, 1 bath (826 sq. ft.)
- 8- 1bdrm, 1 bath (868 sq. ft.)
- 4- 2bdrm, 1 bath (average of 980 sq. ft.)
- 1-2bdrm, 2 bath w/den (1,370 sq. ft.)
- 3-2bdrm, 1 bath (averaged at 1,108 sq. ft.)
- 2-2bdrm, 2 bath (averaged 1,146 sq. ft.)
- 13-1bdrm, 2 bath Loft (averaged of 1,282 sq. ft.)
- 2-2bdrm, 2 bath Loft (1,487 sq. ft.)

The Developers anticipate less than 10% of the occupants will be children or less than 5% being school age children.

**Site Amenities:** Cobblestone Creek will offer an executive clubhouse complete with security monitoring via cameras and an access key system. The Club house is 2,421 square feet including 570 square foot garage area. "Club Cobblestone" will house the staff of the property management team from Lexington Management, which is the management arm of Lexington Homes, Inc. It will also consist of an inviting gathering room with kitchenette. "Club Cobblestone" is a major focal point of this community and will be designed and maintained as such. Just behind the clubhouse there will be outdoor patio gathering area for all to enjoy the views of the aesthetic ponds with fountains. An outdoor electric grill will allow for outdoor entertaining at the patio. Due to the proximity of the Village RecPlex to the site, the Developer has determined that offering duplicate workout/fitness and pool facilities would not be practical, so they expanded the outdoor hard surface gathering space patio.

Two (2) ponds measuring approximately  $\frac{1}{3}$ <sup>rd</sup> of an acre each will be constructed in the center of the site. These ponds will be complete with individual water fountains, a cobblestone creek that connects the two ponds and concrete walkways that encompass the ponds. An on-site well will be install to fill and stabilize the pond levels and the creek. Municipal water is required for all other domestic and fire protection water requirements of the development including the required irrigation system.

Cobblestone Creek will have curb and gutter throughout the site. Each individual building will also have its own enclosed and landscaped/screened trash receptacles (which will be constructed of concrete block and painted to match the buildings).

**Site Access, Parking and Open Space:** In an effort to retain greater green space areas on the site, the staff is recommending a higher density of the buildings (cluster concept). The five (5) buildings are comparable and compatible with the surrounding three (3) story commercial development on the northwest and east sides of the site and the 3-story senior housing development on the west side. Future land uses to the north are proposed as commercial. The 9.79-acre property will retain 58.4% open space which greatly exceeds the minimum requirement of 25% of the site to remain in open space.

There are a total of 176 underground parking spaces with an additional 162 additional surface parking spaces for a total of 338 parking spaces. All standard parking spaces shall be a minimum of 9 feet wide and 18 feet in length for the exterior lots and the parking spaces within the underground parking is proposed to be reduced to 17 feet in length as part of the PUD. The number of parking spaces meets the minimum requirements of the zoning ordinance as outlined below.

Pursuant to Section 420-50 of the Village Zoning Ordinance a minimum of 315 parking spaces (159 enclosed) are required for the apartments and an additional 10 are required for the clubhouse including handicapped accessible parking pursuant to the State requirements:

1 bedroom: (140 1 bedroom and efficiencies) 140 x 1.5 spaces=210 spaces (105 enclosed) + 18 guest parking spaces (1 space for each 8 unit) or 228 spaces.

2 bedrooms: (36 2 bedroom) 36 x 2 spaces=72 spaces (54 enclosed) + 5 guest parking spaces (1 space for each 8 unit) or 77 spaces.

Clubhouse: 2,421 sq. ft. /250 square feet = 10 parking spaces.

Additionally, the apartment building entrances, parking lots and garage entrances will be monitored via a camera monitoring system pursuant to the Village's Security Ordinance. The **attached** Digital Security Imaging System Agreement (DSIS) and Access Easement are required to be executed prior to issuance of permits and the system shall be installed and operational in accordance with the DSIS Agreement prior to occupancy of any building within the development. The Easement document will be required to be recorded at the Kenosha County Register of Deeds also (recording fees to be paid by Developer).

The driveway access to 94<sup>th</sup> Avenue will align with the access to the Senior Housing Project on the west side of the road. The access to 80<sup>th</sup> Street aligns with access to the existing development on the south; the club house access to Prairie Ridge Blvd. aligns with the median opening in Prairie Ridge Blvd. Access to 91<sup>st</sup> Avenue is centered between the two access points to St. Anne Church to the east. Due to the existing topography of the site the entrances to the underground parking are combined with Buildings 1 and 4 sharing a driveway access off 94<sup>th</sup> Avenue and Buildings 2 and 3 sharing a driveway access off 91<sup>st</sup> Avenue. The change of access to the underground parking to Buildings 2 and 3 from 80<sup>th</sup> Street which will greatly reduce the traffic impacts abutting Pleasant Prairie Elementary School and the Extended Love Daycare to the south.

**Construction Practices:** Lexington Homes, Inc. prides itself on building communities in which are built of high quality and intricate conceptual design. Highlighted below is a list of some of their construction practices as outlined in their written narrative and included in the PUD Ordinance.

- Each building will have an internal sprinkling system for fire safety.
- 2 x 6 construction on the external walls of the buildings.
- High performance vinyl windows and patio doors with low E glass and argon gas.
- Stone and cement board façade blended with maintenance free products.
- Aluminum frame and full glass front entry doors for security and aesthetics.
- Complete intercom system for entry.
- Custom plastered interior walls (this is not a drywall board system).
- Individual sound walls divide each unit.
- Sound insulation between the floors and RC-1 channel is added to the underside of the floor truss for additional reduction of sound transfer.
- ¾ inch gypcrete poured on 2<sup>nd</sup> and 3<sup>rd</sup> floors for another sound barrier and it also acts as another fire preventative.
- Deadbolt and peephole for individual unit entry doors.
- Laundry centers provided in the buildings for resident convenience.
- 30 year dimensional shingle roofs.
- All exterior site building and landscaping maintenance to be performed regularly by Lexington Management.
- On-site management and maintenance and cleaning staff.

Postal service is proposed to be accommodated inside the building for convenience and also as another security measure. The Developer shall work with the Post Office directly to determine the location of the mailboxes.



**Property Management/Maintenance:** Pursuant to the approved Conceptual Plan written narrative, Lexington Management knows that the real success to any community lies within the long term management and maintenance of the site. They operate under a very structured process and have included a copy of their management forms pertaining to these areas and provided further description as included below:

*"Leasing: Every potential resident that tours our site is required to fill out a "Welcome to the Community" form. This ensures the safety of our staff before each tour occurs. This form requires that we see a valid ID and gives us current living information. When the tour results in someone wanting to reside with us they are given our "Rental Process" form along with a "Standard Application for Occupancy". The rental process form clearly highlights what the qualifications are to reside at the property. The application is a more detailed document that allows us to further qualify every potential resident.*

*With the receipt of the application, security deposit and signed rental process form we start our detailed approval process. This includes a credit check which requires a score of 600 or higher, their gross monthly income shall be 2.5 times the amount of the monthly rent and a criminal background check is run. Lexington Management as a standard allows only 2 people per bedroom and 2 vehicles per unit. There are variables to this approval process which are also outlined on the rental process form.*

*Residents are required to sign a one year lease with variable terms after that one year period depending on the individual situation. Is it management's goal to always try to secure one year leases continually with a built in parameter that does not allow anyone to move out November-February. We do not allow dogs. Cats are permitted with an extra deposit and extra monthly rent.*

**Management Structure:** *As one of the principal owners of Lexington Homes, Michelle Stimpson, has a focus on the day to day operations of the entire management division. Overseeing just under 1,000 units she believes in treating every resident as she would like to be treated. She physically reviews every resident file and signs every single lease that occurs within the entire company. With 18 years of experience in this industry and having both a real estate and broker's license, she knows that on the management side of things the difference is always the details. Weekly she meets with her district staff to review every property that they oversee. In these meetings site suggestions along with marketing and maintenance are discussed in great detail with implementation plans to be carried out and reported each week. Our district staff is required to be at each property working with the site management. Monthly reports are clearly documented (provided) to ensure the continued success of each site. Our management operates on the principal that this is "someone's home". We focus on the presentation not only to our prospective and current residents but to their guests as well. Additionally, we will have property staff which will include a Property Manager, Assistant Manager, Cleaning staff and Maintenance. Our goal is always to have as many of our staff physically living at the property so that someone is always available. At a minimum, one of the managers will live at the property.*

*We are very centered on routine inspections. Monthly we do property inspection reports along with exterior and interior building inspection reports. Yearly we inspect the interior of every single apartment and complete a full report as to the interior condition of that unit. At that time an annual property review is also completed to help plan for upcoming projects."*

**Site Construction Schedule:** Anticipated start date is September with site grading and excavation work. Building of the clubhouse and digging of the two (2) aesthetic ponds will also occur at this time. The first 40-unit building will begin construction in September with an anticipated completion of Spring 2013. The second 40-unit building completion is anticipated for September 2013. This would conclude Phase I. It is anticipated that Phase 2 (two 48-unit apartment buildings) would be started and completed within the next calendar year (2014).

**Previous Approvals:** On May 7, 2012 the Village Board approved the following related to this project:

- **Comprehensive Plan Amendment (Ord. #12-18)** which amended the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation on Outlot 15 of the Prairie Ridge Subdivision and updated Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment; and amended a portion of the Prairie Ridge Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, by changing Outlot 15 of the Prairie Ridge Subdivision from the proposed commercial office designation to a residential designation with 4-building development (176-apartments--including 72-efficiency units, 68 1- bedroom units and 36 2- bedroom units) including a clubhouse as shown on the Conceptual Plan for Cobblestone Creek.
- **Conceptual Plan** for Cobblestone Creek development that includes 2 40-unit 2 story buildings and 2 48-unit 3 story buildings with a total of 176 units and a clubhouse located on Outlot 15 of the Prairie Ridge Subdivision.

**CERTIFIED SURVEY MAP:** A Certified Survey Map is proposed to subdivide the property into two parcels (for financing purposes-the Developer intends to remain the owner of both lots. Parcel 1 will include the club house with the ponds and the two (2) 40-unit buildings. Parcel 2 will include the two (2) 48-unit buildings. The CSM show all existing easements that were dedicated as part of the Final Plat for Prairie Ridge Subdivision. In addition, the following new easements will be dedicated on this CSM:

- **Storm Water Management, Access and Maintenance Easement** is being dedicated over the entire site that will allow the Village access to all the private storm water improvements for storm water and drainage maintenance. (The Village will have the right, but not the obligation to maintain the private storm water management improvements).
- Additional **Utility Easements** are being dedicated for additional utilities to service the development.
- **Vision Triangle Easements** will be dedicated at the intersection of the public streets. These easements do not allow for any obstructions as measured between two and 10 feet in height within these areas (15 foot by 15 foot triangle area measured along property lines).
- **Cross Access Easements** shall be provided to allow access along all private roads interior to the site for all buildings to access the clubhouse for the shared entry between buildings 1 and 4 and Building 2 and 3 underground parking. In addition, access of Lot 2 to the club house and site amenities on Lot 1. The owners of Lots 1 and 2 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the private access driveways and associated pavement and landscaping improvements within this easement areas. (*Revise the CSM to include a blanket easement and written restrictions related to this easement*).
- A **DSIS Access Easement** is referenced on the CSM; however, a separate Access Easement will be recorded (see **attached** Agreement and Easement).

Written approval from the Prairie Ridge Commercial Owners Association will be required for the development and to specifically allow the parking lots within the 25 Foot Landscape and Planting Easements that surround the property. In addition, any development within the utility easements will need written approval from the easement holder to install said improvements, including landscaping and berms, driveways and parking lots. These written approvals shall be submitted prior to issuance of any permits.

**DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS:** All required public infrastructure to service the site has been installed by the Developer of Prairie Ridge Subdivision with the exception of a public sidewalk on 91<sup>st</sup> Avenue and 80<sup>th</sup> Street. Therefore, the Cobblestone Developer will be responsible for the installation of the public sidewalk. In addition, the Developer will be responsible to replace any of the dead street trees within the public right-of-way. The landscape plan shall show the existing street trees proposed to be replaced and any street trees being relocated as a result of driveway entrances being installed. Due to the limited amount of public improvements being installed, the Village has prepared a Development Agreement as attached to be entered into between the Village and the developer prior to

**ZONING TEXT AND MAP AMENDMENTS:** The Developer is requesting to rezone the property from the current R-9 (UHO) Multi-Family Residential District with an Urban Landholding Overlay District to R-11 (PUD) Multi-Family Residential District with Planned Unit Development Overlay District. Developing the site as a PUD will allow for flexibility with some requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. The following modifications from the Zoning Ordinance are included in the PUD:

- To increase the net density from 9.6 dwelling units per acre to 17.98 dwelling units per acre.
- To increase the number of apartment units allowed per building from 24 to two (2) buildings with 40 units and two (2) buildings with 48 units with a unit mix of 72-efficiency units, 68 1-bedroom units and 36 2-bedroom units.
- To allow the building height of the apartment building to increase from 35 feet to a maximum height of 48 feet provided the buildings are a minimum of 35 feet apart.
- To allow for efficiency units to be reduced from a minimum of 700 square feet to 425 square feet and to allow for the two bedroom units to be reduced from a minimum of 1,000 square feet to 950 square feet per unit.
- To allow the overhead garage door for the underground parking to face the public street provided that adequate landscaping is provided adjacent to the garage entrance and the public street. (The site is bounded by public streets on all four sides.)
- To allow the setbacks to the interior lot line to be reduced to 10 feet while still maintaining a minimum setback between buildings a minimum of 35 feet apart.
- To allow the underground parking space size to be reduced from 18 to 17 feet and the aisle width to be reduced from 24 to 22 feet.

In consideration of these modifications to the Village Zoning Ordinance, the following is required and included in the PUD Ordinance:

- A minimum one (1) parking space per unit shall be provided in an enclosed garage attached to the building.
- Three (3) bedroom units are prohibited.
- To provide additional secured storage spaces for each unit in the underground parking area (approximately 20 sq. ft. per unit is proposed).
- The exterior building materials and design of the apartment units shall be a combination of stone and cement board with a 30 year architectural shingle.
- The clubhouse shall be a combination of the stone and brick with a 30-year architectural shingle.
- An increase from 25% to a minimum of 50% of the site shall remain in open space including two (2) ponds and a walking trail.
- All four (4) apartment buildings will be fully sprinklered in accordance with Chapter 180 of the Village Municipal Code.

- A defibrillator and local alarm box is required to be installed and maintained in operation in the Clubhouse.
- Landscaping and exterior turf shall be sprinklered.
- The height of the Multifamily Residential Development Identification Sign to be a maximum height of six (6) feet rather than eight (8) feet.
- The Developer shall install an on-site security system and enter into a Digital Security Imaging System (DSIS) Agreement and provide the Village with the required Access Easement which meets the Village Security Ordinance requirements (see **attached** agreement and easement).
- Public sidewalks shall be installed adjacent to all public streets abutting the development.
- As required by the Developer and supported by the Village, no dogs are allowed within the development.
- Parking is only allowed in designated parking spaces on the site. No parking is allowed on or adjacent to the 18 foot emergency access road on any private driveway within the DEVELOPMENT. If parking becomes a parking problem, "No Parking Signs" and pavement markings shall be installed by the owner.

#### **RECOMMENDATIONS:**

At the August 23, 2012 Plan Commission meeting the Plan Commission recommended that the Village Board approval the **Certified Survey Map, Development Agreement and related documents** subject to the above comments and the following conditions:

1. Subject to the changes and corrections shown on the attached CSM.
2. Cross Access Easements shall be shown on the CSM to allow along all private roads interior to the site for all buildings to access the clubhouse for the shared entry between buildings 1 and 4 and Building 2 and 3 underground parking. In addition, access of Lot 2 to the clubhouse and site amenities on Lot 1. The owners of Lots 1 and 2 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the private access driveways and associated pavement and landscaping improvements within thesis easement areas. (Revise the CSM to include a blanket easement and written restrictions related to this easement).
3. Written approval from the Prairie Ridge Commercial Owners Association will be required to for the development project and specifically to allow the parking lots within the 25 Foot Landscape and Planting Easements that surround the property. In addition, all development within the utility easements will need written approval from the easement holder to install said improvements, including landscaping and berms, driveways and parking lots. These written approvals shall be submitted to the Village prior to issuance of any permits.
4. The **attached** Development Agreement (prepared by the Village and reviewed by the owner) and related supporting documents shall be finalized and executed by the owner at a closing prior to the pre-construction meeting and issuance of permits.
5. The following shall be submitted for review and approval and will be included as Exhibits to the Development Agreement:
  - a. The original and five copies of the final CSM that addresses all the comments and conditions noted above.
  - b. Five (5) approved copies of the approved Engineering Plans, Profiles and Specifications for the public side walk and the final landscape plans which also identify the street trees replacement or relocation.

- c. A copy of the signed contract and certificate of insurance for the public sidewalk work (Staff recommends that the performance and payment bond be waived for the sidewalk work). The contracts shall have the owner's name as shown on the title of the property. The certificate of insurance shall also list the Village of Pleasant Prairie as an insured party. (Contractor(s) shall be Village pre-approved.)
  - d. A pdf and a digital copy of the Engineering Plans and CSM in the required Village format.
  - e. A cash deposit or a two-year minimum Irrevocable Letter of Credit (LOC) in the amount of 125% of the total cost of public related improvements, shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments. **IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit.** The Cash payments and the "Final" LOC or cash payment shall be provided prior to the Village at the closing.
  - f. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM.
  - g. All other related documents required for closing and specified as Exhibits in the Development Agreement.
6. Upon Village Board approval of the CSM and within 30 days of said approval the Village will host a closing to have the CSM and the Development Agreement signed. The owner shall be responsible for recording the required documents at the Kenosha County Register of Deeds Office and providing proof of recording to the Village within 48 hours of closing with the Village.
7. Following the closing, the owner's engineer shall coordinate a pre-construction meeting with the Village Engineer at the Roger Prange Municipal Building with all of the contractors, utilities and Village on-site inspectors (meeting is required prior to any field work commencing). See below for additional information related to the pre-construction meeting.

On August 13, 2012 the Plan Commission held a public hearing and recommended that the Village Board approve of the **Zoning Map and Zoning Text Amendment (Ord. #12-25 and #12-26)** subject Attached is the PUD ordinance for the Development.

- 1. The following Exhibits are required to be finalized and approved prior to the ordinance being effective:
  - a. Exhibit 1 is the Certified Survey Map (this document shall be executed and recorded).
  - b. Exhibit 2 is the Site and Civil Plans (including master grading and erosion control plan, detailed grading plan, storm sewer plan, sanitary and water plan, site construction details, landscape plan and details, light plans and details.
  - c. Exhibit 3 is the Architectural Building Plans for the Clubhouse.
  - d. Exhibit 4 is the Architectural Building Plans for the two 40-unit buildings.
  - e. Exhibit 5 is the Architectural Building Plans for the two 48-unit buildings.

When all required changes specified below are required three (3) full size sets of plans and one reduced to 11 x 17 and a pdf of the plans shall be submitted to be used as Exhibits in the PUD.

2. The PUD Development Plans have been reviewed for conformance with generally accepted engineering practices and Village Ordinances and policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed. **The following changes shall be made to the plans and four (4) full size sets of plans, one (1) reduced to 11" x 17" and a pdf copy of all plan sheets shall be submitted for review by the Village.**
- a. The Plan Cover Sheet shall include the legal description or the property; the telephone number and fax number of the developer, name of the project manager or principal contact person for the development. A list of all plan sheets included within the plan set (including the landscape plans). The building plans for the two buildings types (40 unit and 48 unit buildings) and the Club House can remain as separate plan sets.
  - b. On all applicable plan sheets - Correct the property identification notation from the incorrect label of "Spirit Alive Church" to "Pleasant Prairie Elementary School". Also add the property identification of "St. Anne Catholic Church" at the SE corner of Prairie Ridge Blvd. & 91<sup>st</sup> Ave.
  - c. Written approval shall be provided to the Village which allows for all grading and landscaping (including retaining walls) that are located within and Utility Easements on the site shall be submitted to the Village prior to issuance of any permits.
  - a. Compliance with the **attached** comments from the Village Engineering Department dated July 26, 2012.
  - b. Sanitary sewer sampling manholes as approved by the Village are required within the development (northeast of the clubhouse, east of Building #1 and southwest of Building #4). *Revise the plans.*
  - d. A Maintenance Plan shall be provided to the Village, and updated as needed, which addresses how the private sanitary sewer, water and storm sewer infrastructure systems will comply with the WI Department of Natural Resources maintenance standards and requirements.
  - e. Compliance with the **attached** comments from the Village Fire & Rescue Department dated June 4, 2012. **Revise the plans as required. See specifically the following comments: #3, related to hydrant spacing, #20 related to the pumper pad location, and #22 related to the elevator, specifically the size and the call button requirement. Also, the Village will not accept the Schlinder brand elevator. Please note that Condition #2 also requires that a letter be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within the June 4, 2012 Fire & Rescue memorandum. A copy of this letter shall also be provided to the Community Development Department.**
  - f. Compliance with the **attached** additional comments related to the revised grading plan from the Village Fire & Rescue Department dated July 28, 2012. Revise the plans as required.
  - g. Details of the dumpster enclosures shall be included on the plans or the plans need to reference the detail and the detail should be attached. The dumpster enclosures shall be constructed of concrete block and painted to match the building. The entrance gates for the dumpster enclosures shall be of similar color of the buildings. The gates shall also match the buildings (no white gates).

- h. Details of the retaining walls shall be shown on the plans.
- i. A cross section elevation of the west side of building 1 looking from the St. Anne Church property shall be submitted for review, so that the Church/Village can clearly understand the view and the site grading impacts for building 1.
- j. According to this Electrical Site Plan (Sheet ES1), only the exterior parking areas and underground parking entrances will be illuminated. Are there other additional lighting sources that are not shown on this Plan? The Clubhouse patio area, ponds, walking paths, etc. should have some lower level lighting. Details (cut sheet details) of the proposed exterior lighting on the building, in the parking areas and within the open space areas shall be shown on the plans or the details must be referenced and attached to the plans.
- k. The following changes shall be made to the Building Plans for the Clubhouse:
  - i. The Index of Drawings table on Sheet T1 indicates a C1 "Architectural Site Plan" sheet. However, there is no Sheet C1 in the set. Add the Architectural Site Plan that shows the following:
    - (1) All building foot prints (not floor plan) and setbacks to all adjacent property lines and between adjacent buildings,
    - (2) Location and dimension of all paved surfaces and parking lot Location of dumpsters and setback of dumpster to adjacent property lines.
    - (3) Location of the Multifamily Residential Identification Sign and setback to property line and the adjacent back of curb to private entry driveway.
    - (4) Parking lot striping (including location of handicapped parking and any other pavement markings.
    - (5) A chart shall be provided that indicates: the total site area by lot; the total impervious surface and breakdown of building area and pavement area; the area of open space.
    - (6) All easements that match the easement shown on the CSM.
    - (7) Provide lighting details for clubhouse-coach lights on either side of doorways.

Note the landscaping and utilities shall not be shown on this site plan.
  - ii. Indicate the specific types of exterior building materials (stone, brick, siding, shingles, etc.), colors and manufactures on Sheet A1.1.
  - iii. Indicate the height of the building on Sheet A1.1.
  - iv. Label "Lake" elevation as "Pond" elevation on Sheet A1.1
  - v. The plans shall reference the Crown & Geysler fountain aerator detail and the detail shall be attached to the plans.
- l. The following changes shall be made to the Building Plans for the 40-Unit buildings:
  - ii. The Index of Drawings table on Sheet T1 indicates a C1 "Architectural Site Plan" sheet. This shall be a dimension site plan that shows setbacks. The current sheet C1 is not current site plan. This should be the same plans as noted above in the clubhouse plan comments.
  - iii. Indicate the specific types of exterior building materials (stone, brick, siding, shingles, etc.) colors and manufactures on the Building Elevation Sheets.
  - iv. Indicate the height of the building on Sheet A1.1.

- v. A note shall be added that states: Areas under the wood decks shall be painted to match the building trim within three (3) years of occupancy.
  - vi. Pursuant to the conceptual plan approval for this project, the apartment buildings shall have a minimum of 50% of each wall surface, excluding windows, doors and garage doors, shall be constructed of brick, stone, masonry or concrete. Although Hardy-Plank is a concrete product, this is excluded in the 50% calculations. Color elevations of all sides of the building shall be submitted for review. **What is the overall percentage of total building coverage by the brick/stone materials (not just by floor)?**
- m. The following changes shall be made to the Building Plans for the 48-unit buildings:
- i. The Index of Drawings table on Sheet T1 indicates a C1 "Architectural Site Plan" sheet. However, there is no Sheet C1 in the set. This shall be a dimension site plan that shows setbacks. The current sheet C1 is not current site plan. This should be the same plans as noted above in the clubhouse plan comments. Indicate the specific types of exterior building materials (stone, brick, siding, shingles, etc.), color and manufacture on the Building Elevation Sheets.
  - ii. Sheets A3.1 through EM2.2 on the Index to drawings are missing.
  - iii. A note shall be added that states: Areas under the wood decks shall be painted to match the building trim within three (3) years of occupancy.
  - iv. See comments from the Fire & Rescue Department dated June 4, 2012. Specifically, the plans shall be revised to address comment # 22 related to the elevator.
  - v. Pursuant to the Conceptual Plan approval for this project the apartment buildings shall have a minimum of 50% of each wall surface, excluding windows, doors and garage doors, shall be constructed of brick, stone, masonry or concrete. Although Hardy-Plank is a concrete product, this is excluded in the 50% calculations. Color elevations of all sides of the building shall be submitted for review. Additional changes to the elevations may be required upon further staff review. **What is the overall total percentage of building coverage by the brick/stone materials (not just by floor)?**
- n. A full size revised Landscaping Plan shall be submitted for review and the following shall be included on the Plan.
- i. The base map for the Landscape Plans shall be the approved Grading Plan.
  - ii. The landscaping plan shall show the existing and the street trees that the developer is proposing to remove, relocate and replace with Village approved street trees. It appears that a few street trees are dead surrounding this site.
  - iii. An irrigation system for the foundation plantings is required and shall be shown on the plans. This can be a separate plan sheet.
  - iv. The location of all pedestals and transformers and proposed screening shall be reviewed with Developer and planning staff.
  - v. Detailed information on how the plants will be staked or secured and placed in mulch areas shall be detailed on the landscaping plans. The plans shall be reviewed with Developer and planning staff.



- vi. Show and label the location of the Multi-Family Residential Development Identification Sign with the required landscaping. If a sign detail is available shown on the plans. See below for minimum requirements for this sign.
- vii. A full size landscaping plan shall be reviewed with staff to confirm the details around the garbage dumpster enclosures and club house and the east side of the building west of St. Anne Church.
- o. See **attached** comments from the Village Senior Building Inspector dated May 23, 2012.
- p. The Multifamily Residential Development Identification Sign proposed at the main entrance off Prairie Ridge Blvd shall meet the following sign requirements or the Prairie Ridge Commercial Covenants, whichever is more restrictive:
  - i. Maximum number: one sign per development.
  - ii. Minimum setback: five (5) feet from the right-of-way line of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.
  - iii. Maximum height: six (6) feet per Prairie Ridge Commercial Covenants.
  - iv. Maximum area: 36 square feet per face.
  - v. Landscaping shall extend a minimum of three feet in every direction from the base or other support structure of the sign, except if the sign is located in a boulevard island, then the landscaping shall not extend closer than two feet from the back of the curb of the boulevard island. This needs to be confirmed on landscaping plans
  - vi. May be illuminated.
  - vii. May be placed on two supports or may be placed on a solid-appearing decorative base which supports a minimum of 75% of the display of the sign.
  - viii. The sign supports or base shall be constructed of materials that complement the materials used in the development.
  - ix. Maximum height of base under display: two (2) feet per Prairie Ridge Commercial Covenants.
- q. All other informational signs proposed on site shall meet the requirements of Article X of Chapter 420 of the Village Code.
- r. Postal service is accommodated inside the building for convenience and also as another security measure—the location of the mailboxes shall be discussed directly with the Post Office. If the mail boxes must be placed outside, the structure, materials and location must also be acceptable to the Village.

**Other Conditions:**

1. Written approval from the Prairie Ridge Commercial Owners Association will be required to for the development project and specifically to allow the parking lots within the 25 Foot Landscape and Planting Easements that surround the property. In addition, all development within the utility easements will need written approval from the easement holder to install said improvements, including landscaping and berms, driveways and parking lots. These written approvals shall be submitted to the Village prior to issuance of any permits.
2. The parking lots shall be monitored via a Digital Security Imaging System (DSIS) camera monitoring system pursuant to the Village's Security Ordinance. See **attached** DSIS Agreement and Easement that is required to be executed prior to issuance of any permits. The system shall be operational prior to occupancy of any buildings. Adequate outdoor

lighting must be maintained on the properties for the DSIS camera system to operate effectively. The developer is responsible for the recording (including the cost) the DSIS Easement.

3. The Village will allow an on-site well to be used to fill and stabilize the pond levels and the creek. Municipal water is required for all other domestic and fire protection water requirements of the development including the required irrigation system.
4. All downspouts shall be interconnected to the private storm sewer system.
5. Any damage to the public infrastructure during construction of the development shall be repaired by the developer to the Village's satisfaction.
6. A sign permit is required to be issued prior to the installation of the Multifamily Residential Development Identification Sign proposed at the main entrance off Prairie Ridge Blvd. The sign shall meet the following minimum sign requirements pursuant to Chapter 420 Article X of the Village Municipal Code and the Prairie Ridge Commercial Covenants whichever is more restrictive.
7. All other informational signs proposed on site shall meet the requirements of Article X of Chapter 420 of the Village Code.
8. Prior to the issuance of any sign permits, written approval from the Prairie Ridge Commercial Owners Association shall be submitted to the Village.
9. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the Wisconsin Statutes.
10. All Village fees incurred by the Village Engineer, Village Inspectors and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
11. All Village fees incurred by the Village Community Development Department and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
12. Impact fees pursuant to Chapter 181 of the Village Code are required to be paid at time of building permit for each apartment building.
13. Prior to commencement of construction, the Developer's engineer shall conduct a pre-construction meeting at the Roger Prange Municipal Building with all of the contractors, utilities, Village on-site inspectors and Developer representatives. The Developer's engineer shall coordinate the set-up of this meeting and shall run the pre-construction meeting. The Developer's engineer shall come prepared with extra copies of the plans and specifications, copies of the agenda for the meeting, copies of the construction schedule and copies of the listing of emergency contact personnel and phone numbers. (The Village can provide a sample agenda).
14. Prior to the pre-construction meeting a closing will be held with the Village to execute the Development Agreement and associated documents. The Developer will be responsible for recording all required documents at the Kenosha Register of Deeds Office and providing a recorded copy to the Village within 24 hours of recording (Recording fees are the responsibility of the developer).
15. After footings and foundations are installed for each building and prior to framing or construction of walls, an as-built survey stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building setbacks have been met.
16. All required landscaping and screening for the buildings and signage shall be installed prior to occupancy of any building. A written letter verification and certification shall be provided to the Village by the landscape designer that all building and signage landscaping has been

installed in accordance with the approved landscape plan prior to the issuance of a certificate of compliance/occupancy. However, if weather conditions prevent installation of all or portions of the landscape materials, the developer, owner or occupant shall enter into a written agreement with the Village that specifies the date by which all approved landscaping shall be completed and grants the Village a temporary easement to complete the landscaping if not timely completed and shall deposit with the Village Clerk a cash deposit, an irrevocable letter of credit, or other financial assurance approved by the Zoning Administrator to ensure timely completion of all required landscaping; the amount of the financial assurance shall be equal to 110% of the contracted amount to complete the landscaping improvements in order to reasonably compensate the Village for the cost of completion of any landscaping improvements not completed within the specified time.

17. Prior to written occupancy of each building and associated site improvements three (3) copies of an as-built plan stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all pavement markings were marked per the approved site plans and the grading of the site was completed pursuant to the approved plans. In addition, written certification from the landscaping and signage companies that the landscaping and signage were installed pursuant to the approved final plans shall be submitted.
18. Prior to written occupancy an as-built record drawing of graphical data of all private sewer, water, and storm sewer facilities and underground irrigation system installed shall be provided to the Village for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.



# MEMORADUM

Office of the Village  
Assistant Village Engineer  
**Matthew J. Fineour, P.E.**

TO: Peggy Herrick, Assistant Planner / Zoning Administrator

FROM: Matt Fineour, P.E., Assistant Village Engineer

CC: Mike Spence, P.E., Village Engineer

SUBJ: Cobblestone Creek  
Engineering Review #2

DATE: July 26, 2012

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Dear Peggy,

The Engineering Department has reviewed the revised plans for the Cobblestone Creek development located in Prairie Ridge. Specifically, the following plans were reviewed:

- Plans entitled Cobblestone Creek Apartments, prepared by One Source Consulting with a revision date of July 11, 2012.
- Storm Water Management Plan for Cobblestone Creek, prepared by One Source Consulting, dated July 11, 2012.

The revised plans addressed the majority of our previous comments and incorporated additional grading and storm sewer design changes. Based on our review, we have the following comments listed below which shall be addressed in the final plan submittal for approval.

1. The perimeter erosion bale layer is not shown or inadvertently turned off on sheet C-1. Correct on final plans.
2. Correct the property identification on all applicable sheets on the south side of 80<sup>th</sup> Street from "Spirit Alive Lutheran Church" to Pleasant Prairie Elementary School".
3. The slopes along the back of sidewalk in front of building 3 shall be no steeper than 4:1 or 3:1 for landscaping berms. Revise the plans as necessary. Also, check the berm slope by the west side of the drive entrance to building 4.

4. Place leader(s) and Label the “sump crock” locations on sheet C-7.
5. We recommend providing an access manhole at the 90-degree storm sewer bend in front of building 4 or reconfiguring the storm sewer eliminating the 90-degree bend and providing on connection manhole in the parking lot for the roof drain lead and catch basin lead.
6. The design engineer shall check the profile over the 12-inch pond outlet pipe from the pond to the manhole behind the sidewalk for adequate cover and make any adjustments if needed.
7. Storm sewer inlets shall have sumps for water quality to conform to the storm water management plan water quality modeling. Revise the inlet detail to show the sump.
8. A phased grading plan still is required and needs to be provided.
9. There is a concern regarding the building elevation of building 1 relative to the road elevation and what this will look like. This has been briefly discussed with Rob Ernst of Lexington Homes. A rendering shall be made facing building one from the Church Drive with further discussion followed with the Community Development Department.

The engineering plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed.

MF



Office of the Village  
Fire & Rescue Chief  
**Doug McElmury**

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Doug McElmury, Chief, Fire & Rescue Department  
CC: Lt. Thomas Clark, Fire & Rescue Department  
Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Review of the Final Plan for Cobblestone Creek Apartment Buildings  
DATE: June 4, 2012

This is a review of the Final Plan for two 48 unit three story apartment buildings, two 40 unit two story apartment buildings and a clubhouse. The buildings are located on Prairie Ridge Blvd. between 91<sup>st</sup> Avenue and 94<sup>th</sup> Avenue.

The Fire & Rescue Department will be responsible for providing fire prevention inspections of the buildings, twice annually. The concerns of the Fire & Rescue Department are as follows:

1. **Distribution of Comments:** *the person who obtains the building permit to all Contractors and Subcontractors affected by this document shall distribute Copies of these comments. This document outlines critical times and deadlines. All recipients of this document need to become familiar with the contents.*
2. **Compliance:** A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.
3. In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State and or Village when applicable.

Upon review of the plans submitted, we have the following concerns:

- AED. Because of the clubhouse is an assembly and meeting place for people, an Automatic External Defibrillator (AED) shall be provided in the clubhouse in the event of a sudden cardiac arrest. The Fire & Rescue Department can provide the training necessary to perform CPR and to operate the AED.
- Fire hydrants: Shall meet the type and distance as outlined in the Village ordinance. The current plan does not meet the ordinance of a maximum of 350 feet between fire hydrants. The Fire and Rescue Department would like a fire hydrant located near the clubhouse.
- Smoke Detectors and Carbon Monoxide Detectors: Detection must be provided as indicated in state statues and current building codes.

- Severe Weather Shelter: The architect shall identify the area within each building that can be used as a “severe weather shelter” or “safe haven” during severe weather such as a tornado. That area will be identified with signage.

**4. Fire and Rescue Department Review and Comments:**

**A. Site and Operational Permits**

- Site accessibility
- Fire Department Connection (FDC), Pumper Pad
- Fire hydrant spacing

**B. Conditional Use and Operational**

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. Standpipe outlet locations  | <b>Not shown at this time.</b> |
| 2. Fire alarm pull stations    | <b>Not shown at this time.</b> |
| 3. Emergency and Exit Lighting | <b>Not shown at this time.</b> |
| 4. Fire extinguishers          | <b>Not shown at this time.</b> |

5. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.

6. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.

7. **The following information must be submitted with the sprinkler plans for review:**

Building height:

Number of stories/floors:

Mezzanines:

Elevators:

Hazard class:

Fire protection:

8. **The following Fees and Permits are generated directly from the Fire & Rescue Department.**

**NOTE: Permits are required from the Fire & Rescue Department for the installation of water main in addition to any permits required by other Village of Pleasant Prairie Departments.**

Bulk Water

- o Water Usage
- o Fire Protection Plans for Underground and Aboveground
- o Fire Alarm System Plans
- o Occupancy Permit & Re-Inspection fees

An invoice for permit fees will be issued upon achieving a satisfactory review. Work cannot begin until all permits have been issued. A typical review turnaround is four weeks.

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9. **Required Licenses:** A Wisconsin licensed fire protection contractor and Wisconsin licensed sprinkler fitters must install underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.
10. **Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire & Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Commerce.
11. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
- a. All entrances from public streets, as well as road and driveways around the proposed building must be a minimum of 30 feet wide.
  - b. Emergency Access roadway will be 18 feet wide.
  - c. All exterior exit pathways shall have a hard surface, leading to a hard surface.
  - d. An exterior personnel door shall be located at each fire sprinkler riser room.
12. **Sprinkler System:** The buildings shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current edition of the applicable NFPA code, and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers.



13. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building.
14. **Plan Review (Underground):** A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire & Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.
15. **Standpipes:** Apartment buildings shall be equipped with standpipes that shall consist of 2-1/2 inch NST valve, Class I, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve, when supplied by the fire department pumper, in the event no fire pump is needed. The standpipes shall be wet, located at each level in the stairways and personnel door into the garage area.
16. **Fire Hydrants:** Fire hydrants shall be spaced no more than 350 feet apart, per Village Ordinance 180-16. The insurance carrier must agree in writing to the hydrant spacing. Hydrants shall be supplied directly by municipal water. The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches. The Fire Department connections shall be located, and of sufficient height where typical snow fall or snow removal operations will not obstruct access. The current plan does not meet the ordinance of a maximum of 350 feet between fire hydrants. The Fire and Rescue Department would like a fire hydrant located near the clubhouse.
17. **Fire Hydrant Acceptance:** This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA-National Fire Code) Standard 24 and witnessed by the Fire Chief and or the Chief's representative, the installing contractor and the fire sprinkler contractor at a minimum.
18. Fire hydrant and water main flushing can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety.
19. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the buildings and risers with both the sub-contractors responsible, the Village of Pleasant Prairie Engineering Department, Fire & Rescue Department and the Water Utility Department, prior to seeking a 'clean water sample' on this site.
20. **Pumper Pad:** Location of the pumper pads shown on the plans can obstruct access to the buildings. The pumper pad need to be given space off the roadway where a large pumper tanker can park off of the drive to supply the fire department connection. There shall be dedicated space for a fire engine to have unobstructed access to the Pumper

Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. A guideline detail is attached and is meant to illustrate the requirements needed to meet the requirements stated in Village Ordinance 180-16.

*NOTE: In the event a building will have a basement, and the F.D.C. check valve can be placed and accessed within the basement, a manhole will not be necessary at the pumper pad.*

*NOTE: The Fire Department Connection riser shall include a single five (5) inch Storz fitting, with a 30 degree elbow.*

21. **Bollards:** Shall be placed near fire hydrants and Fire Department connection(s) to prevent damage. Bollards shall not obstruct charged fire hoses. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.
22. **Elevator:** The proposed single elevator that will service all three floors plus the underground parking area must comply with Village of Pleasant Prairie Ordinance 180-20. Further review and discussion will be needed with the owner. The proposed elevator does not meet the ordinance specifications for size. The emergency call button must call Pleasant Prairie Dispatch at 262-694-1402.
23. **Strobe Light:** A strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water flow. The lens color shall be RED. The strobe light shall meet Village specifications as found in section 180-16 K of the Sprinkler Ordinance.
24. **Fire Alarm System:** **The system shall be fully addressable so that detailed information will be received about the device in alarm.** Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system.
  - a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
  - b. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
  - c. **Smoke, Carbon Monoxide and Heat Detection:** Shall be installed as required, and shall be a local alarm only.
  - d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.

- e. **Fire Alarm Control Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire & Rescue Department. The Fire Alarm Control Panel shall be located within the fire sprinkler riser room. The remote annunciator panel shall be located in the main lobby. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
- f. **Central Station:** The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire & Rescue Department prior to signing any contracts with the Central station.
  - 1) The central station shall be provided with this information regarding the geographical location of this alarm:

Village of Pleasant Prairie, County of Kenosha, State of Wisconsin

Fire: Pleasant Prairie Fire & Rescue  
 Medical: Pleasant Prairie Fire & Rescue

Phone numbers:  
**Emergency:** (262) 694-1402  
 Non-emergency: (262) 694-7105  
 Business: (262) 694-8027

- 25. **Knox Box:** Knox Boxes shall be provided for each building, one box at each egress on the main floor and one box located at the personnel door for the underground parking, for a total of three on each apartment building. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.
- 26. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. Final approval, of fire extinguisher locations and quantity, will not be given until occupancy is taken. The company providing the fire extinguishers shall submit a letter to the Fire & Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.
- 27. **Emergency and Exit Lighting:** Exit and Emergency Lighting shall be provided and shall have battery backup. Combination units are acceptable and recommended. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled.

28. **Final Inspection:** The General Contractor shall provide the following documentation at the time the Final Inspection takes place and before a building occupancy certificate will be issued.

- a. The fire protection contractor shall provide the owner with a letter (upon completion of the sprinkler work) stating the sprinkler system, or portion thereof, is "100% operational and built according to the design", Village Ordinance, 180-16 N.
- b. Copy of contract with fire alarm central monitoring station.
- c. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
- d. Copies of the fire protection underground flushing documents.
- e. Copies of the underground and fire sprinkler hydrostatic test certificates.
- f. Copies of the fire sprinkler operational test certificates.
- g. Copies of the fire alarm test documents and certification.
- h. Copies of other test documents such as, hood/ duct, smoke, etc...
  
- i. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
- j. Provide two- (2) CD's, one for the property owner and one for the Fire & Rescue Department. The disks shall include all Floor plans and fire protection plans for the building in an as-built condition.
- k. Severe Weather Shelter: The architect shall provide for both the Owner and the Fire & Rescue Department the area within the building that can be used as a "Severe Weather shelter" or "safe haven" during severe weather such as a tornado.
- l. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
- m. AED, in place at the clubhouse building.
- n. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.

29. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.



Office of the Village  
Fire & Rescue Chief  
**Doug McElmury**

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Doug McElmury, Chief, Fire & Rescue Department  
CC: Lt. Thomas Clark, Fire & Rescue Department  
Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Review of the Grading Plan for Cobblestone Creek Apartment Buildings  
DATE: July 28, 2012

This is a review of the Grading Plan for two 48 unit three story apartment buildings, two 40 unit two story apartment buildings and a clubhouse. The buildings are located on Prairie Ridge Blvd. between 91<sup>st</sup> Avenue and 94<sup>th</sup> Avenue.

The Fire & Rescue Department will be responsible for providing fire prevention inspections of the buildings, twice annually. The concerns of the Fire & Rescue Department are as follows:

1. **Compliance:** A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.
2. In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State and or Village when applicable.
  - Fire hydrants: Shall meet the type and distance as outlined in the Village ordinance. The review plan C-8 dated 5/17/12 does not meet the ordinance of a maximum of 350 feet between fire hydrants. Additional fire hydrants will need to be added to meet this ordinance requirement. There needs to be a fire hydrant located within 100' of the clubhouse. This has not been addressed from the Fire Department comments dated 6/4/12.
  - **Pumper Pad:** Location of the pumper pads shown on the plans can obstruct access to the buildings. The pumper pad needs to be given space off the roadway where a large pumper tanker can park off of the drive to supply the fire department connection. This has not been addressed from the Fire Department comments dated 6/4/12. There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. A guideline detail is attached and is meant to illustrate the requirements needed to meet the requirements stated in Village Ordinance 180-16.

*NOTE: In the event a building will have a basement, and the F.D.C. check valve can be placed and accessed within the basement, a manhole will not be necessary at the pumper pad.*

*NOTE: The Fire Department Connection riser shall include a single five (5) inch Storz fitting, with a 30 degree elbow.*

- **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building.
  - A fire protection engineer must determine if a 6 inch water main is sufficient to properly supply the fire protection system in each of the proposed buildings. Testing of the municipal water supply must be done in the area. The fire protection engineer must provide a letter stating the determination of the water supply to supply the fire protection systems.
  - A meeting will need to be scheduled with the fire department, sprinkler contractor, general contractor, and building owner to discuss pumper pad placement and the underground water supply before plans are submitted for review.
  - The Fire and Rescue Department has a concern about the underground water supply to each building. The submitted drawing indicates a 6 inch water supply coming into the building on one end, and the Fire Department Connection feeding the fire sprinkler system located on the opposite end of the building. This would require the FDC piping to run the length of the building.
  - **Plan Review (Underground):** A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire & Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.
3. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.
  4. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.

5. **Required Licenses:** A Wisconsin licensed fire protection contractor and Wisconsin licensed sprinkler fitters must install underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.
6. **Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire & Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Commerce.
7. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
  - a. All entrances from public streets, as well as road and driveways around the proposed building must be a minimum of 30 feet wide.
  - b. Emergency Access roadway will be 18 feet wide.
  - c. All exterior exit pathways shall have a hard surface, leading to a hard surface.
  - d. An exterior personnel door shall be located at each fire sprinkler riser room.
8. **Fire Hydrant Acceptance:** This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA-National Fire Code) Standard 24 and witnessed by the Fire Chief and or the Chief's representative, the installing contractor and the fire sprinkler contractor at a minimum.
9. Fire hydrant and water main flushing can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety.
10. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the buildings and risers with both the sub-contractors responsible, the Village of Pleasant Prairie Engineering Department, Fire & Rescue Department and the Water Utility Department, prior to seeking a 'clean water sample' on this site.
11. **Bollards:** Shall be placed near fire hydrants and Fire Department connection(s) to prevent damage. Bollards shall not obstruct charged fire hoses. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.

**ORD. # 12-25**

**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 subject properties located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street in the Prairie Ridge Development and known as Lots 1 and 2 of CSM [REDACTED] located in U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Numbers 91-4-122-[REDACTED] and 91-4-122-[REDACTED] and the adjacent portion of the right-of-way are hereby rezoned from the R-9 (UHO), Multiple-Family Residential District with an Urban Landholding Overlay District to the R-11 (PUD), Multiple-Family Residential District with a Planned Unit Development Overlay District.

The Village Zoning Administrator is hereby directed to record these Zoning Maps 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 amendments.

**Adopted this 20<sup>th</sup> day of August, 2012.**

**VILLAGE BOARD OF TRUSTEES**

\_\_\_\_\_  
John P. Steinbrink  
Village President

ATTEST:

\_\_\_\_\_  
Jane M. Romanowski  
Village Clerk

Posted:\_\_\_\_\_



**ORDINANCE # 12-26**

**ORDINANCE TO CREATE A PLANNED UNIT DEVELOPMENT  
PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE FOR  
THE COBBLESTONE CREEK APARTMENT DEVELOPMENT  
IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the following PUD Ordinance is hereby created for the Cobblestone Creek apartment development pursuant to Chapter 420-137 of the Village Zoning Ordinance as follows:

**Cobblestone Creek Planned Unit Development**

- a. It is the intent that the Cobblestone Creek Apartment development, on the property as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan and the Village adopted Prairie Ridge Neighborhood Plan; that the development would not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, property management, landscaping, grading and drainage, lighting and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability and will not adversely affect the property values of the surrounding neighborhood.
- b. Legal Description: The properties included are collectively known as Lots 1 and 2 of CSM [REDACTED] as recorded at the Kenosha County Register of Deeds Office on [REDACTED], 2012 as Document # [REDACTED], a re-division of Outlot 15 of the Prairie Ridge Subdivision and located in U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie as shown on **Exhibit 1** and is hereinafter referred to as the "DEVELOPMENT".
- c. Requirements within the DEVELOPMENT:
  - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations except as expressly modified in subsection (d) below.
  - (ii) The DEVELOPMENT shall be in compliance with the *Declaration of Covenants and Restrictions for Prairie Ridge Commercial Development*, as may be amended from time to time, as recorded at the Kenosha County Register of Deeds Office.
  - (iii) All public improvements for this DEVELOPMENT are required to be installed pursuant to the Development Agreement entered into between the Village and Cobblestone Creek Apartments, LLC on [REDACTED], 2012, as approved by the Village Board on August 20, 2012.
  - (iv) All private improvements for this DEVELOPMENT shall be installed and constructed by the Developer and all private improvements shall be maintained by the Owners of Lot 1 and 2 of the DEVELOPMENT as shown on the following plans approved by the Village Board as part of this PUD on August 20, 2012 and collectively known as the PUD Development Plans:
    - (1) **Exhibit 2:** Site and Civil Plans
    - (2) **Exhibit 3** Architectural Building Plans for the Clubhouse
    - (3) **Exhibit 4** Architectural Building Plans for the two 40-unit buildings
    - (4) **Exhibit 5:** Architectural Building Plans for the two 48-unit buildings.

Cobblestone Creek  
Planned Unit Development

- (v) The DEVELOPMENT shall be in compliance with the approved Maintenance Plan as may be amended from time to time, related to how the private sanitary sewer, water and storm sewer infrastructure systems will comply with WI Department of Natural Resources maintenance requirements and standards.
- (vi) The DEVELOPMENT, including but not limited to, the building(s), accessory structure garbage enclosures, sign(s), fence(s), landscaping, parking lots, exterior site lighting, etc., and the site as a whole, shall be maintained both inside and outside in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis both inside and outside of the buildings and site.
- (vii) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village Board on August 20, 2012.
- (viii) All apartment buildings within the DEVELOPMENT shall comply with the fire suppression requirements of Chapter 180 of the Village Municipal Code.
- (ix) The elevator located within each of the 48 unit buildings within the DEVELOPMENT shall be Otis Elevator Company or other approved elevator company.
- (x) The clubhouse located on Lot 1 within the DEVELOPMENT shall be equipped with a defibrillator and local alarm box as approved by the Village Fire & Rescue Department.
- (xi) Residential communication structures pursuant to Article XIV of the Village Zoning Ordinance are prohibited within the DEVELOPMENT.
- (xii) The Clubhouse is allowed one (1) wall sign that does not exceed 24 square feet a minimum of 6" from any architectural feature or change of material. Said wall sign shall be located on the tower element as shown on the approved plans. Said sign may be internally illuminated and shall individual letters pin mounted to the building not attached to a race way. If the sign is internally illuminated there shall be no visible cross over wires.
- (xiii) Parking is only allowed in designated parking spaces on the site. No parking is allowed along the 18 foot emergency access road on any private driveway within the DEVELOPMENT. If parking becomes a parking problem, "No Parking Signs" shall be installed by the owner.
- (xiv) All buildings and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
- (xv) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture, etc. with the Prairie Ridge entire commercial area included within the Prairie Ridge Subdivision.
- (xvi) All exterior site building and landscaping maintenance shall be performed regularly by the owners or managers of the DEVELOPMENT. Copies of any property inspection reports along with exterior and interior building inspection reports shall be made available to the Village upon request.

Cobblestone Creek  
Planned Unit Development

- (xvii) On-site management and maintenance and cleaning staff shall be provided.
- (xviii) No dogs are allowed within the DEVELOPMENT.
- (xix) No trucks [e.g. semi cab, semi-trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] parking allowed within the DEVELOPMENT.
- (xx) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) are not allowed within the DEVELOPMENT.
- (xxi) No flags, pennants, streamers, inflatable signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
- (xxii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xxiii) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations.
- (xxiv) In the event that public transportation to service the DEVELOPMENT is requested, it shall be the responsibility of the property owner to fund the cost of providing such public transportation to and from the DEVELOPMENT.
- (xxv) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
- (xxvi) The DEVELOPMENT, regardless of property ownership, shall be operated and maintained in a uniform manner and the DEVELOPMENT shall continue to operate under the detailed and structured process related to Leasing and Property Management as presented by the developer at the April 30, 2012 Plan Commission meeting and pursuant to the May 7, 2012 conditional approved of Conceptual Plan.
- (xxvii) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate and be maintained as a unified residential development. All of the building exteriors shall be maintained and the cement board and trim shall be painted with the approved colors as shown on **Exhibits 3, 4, and 5** stated above.
- (xxviii) No additional land divisions shall be allowed within the DEVELOPMENT unless approved by the Village.

Cobblestone Creek  
Planned Unit Development

- d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:
- (i) Section 420-116 related to the R-11 Multiple-Family Residential District regulations is amended to read as follows:
- A. Primary purpose and characteristics. The DEVELOPMENT will provide multiple-family residential development wherein the net density shall not exceed 17.98 dwelling units per acre.
- B. Permitted uses/structures within the DEVELOPMENT.
- (1) Two 40-unit buildings and two 48-unit buildings with a total of 176 units--including 72 efficiency units, 68 1-bedroom units and 36 2-bedroom units, which shall include a minimum of 1 space per unit of underground parking per building.
  - (2) Common recreational facilities accessory to a multiple-family structures which are planned and developed as a coordinated whole and is unified by covenants running with the land and not open to the general public, such as but not limited to gazebos or pavilions, in-ground swimming pool, hot tub, sport court, clubhouse, recreational trail, walking trail and tot lot located within the common areas of the DEVELOPMENT, provided that the uses are compatible with and serve the needs of the residents within the DEVELOPMENT.
  - (3) Model units within each building.
  - (4) Home occupations per Article VII.
  - (4) Driveways and parking facilities per Article VII of Chapter 420 except as expressly amended in this PUD Ordinance.
  - (5) Fences per Article XI of Chapter 420.
  - (6) Decks and porches are part of the building therefore shall meet all the required building setbacks specified in this PUD Ordinance.
  - (7) Signs per Article X of Chapter 420; however, the Clubhouse is allowed one wall sign that does not exceed 24 square feet, is located a minimum of 6" from any architectural feature or change of building material; shall be located on the tower element as shown on the approved development plans (**Exhibit 3**); may be internally illuminated; shall be individual letters pin mounted to the building not attached to a race way and if the sign is internally illuminated there shall be no visible cross over wires.
  - (9) Essential services, which may be constructed on the lot prior to construction of the permitted principal structure.
- C. Unclassified uses. It is recognized that it is neither possible nor practical to list all of the permitted accessory uses and structures that are compatible with those listed above in Subsection B, and therefore it is intended that said list of accessory uses and structures

Cobblestone Creek  
Planned Unit Development

be only illustrative. Any individual aggrieved by a failure to list a permitted accessory use or structure in said subsection shall have the right to file a petition with the Village Zoning Administrator for determination. The Village Zoning Administrator, in making the determination, shall find that an accessory use or structure is subordinate to the permitted principal use of a structure, land or water, is located on the same lot or parcel and serves a purpose customarily incidental to the permitted principal use in said district.

- D. Lot area and width.
- (1) Lots within the DEVELOPMENT shall have a minimum area of 108,900 square feet (2.5 acres).
  - (2) All lots within the DEVELOPMENT shall have a minimum frontage of 500 feet on a public street.
- E. Design standards.
- (1) The site and all of the buildings shall be built pursuant to the PUD Development Plans as conditionally approved by the Village Plan Commission on August 13, 2012 shown on **Exhibits 2-5**). Any alterations shall require approval of the Village Board by an amendment of this ordinance.
  - (2) The 48 unit apartment buildings shall exceed 48 feet in height.
  - (3) The 40 unit apartment buildings shall exceed 38 feet in height.
  - (4) The clubhouse building shall not exceed 25 feet in height.
  - (5) The units in each structure shall meet the following requirements:
    - (a) Efficiency units shall have a minimum floor area of 425 square feet;
    - (b) One-bedroom units shall have a minimum floor area of 700 square feet;
    - (b) Two-bedroom units shall have a minimum floor area of 950 square feet.
  - (6) A minimum of 50% of the DEVELOPMENT shall remain as open space.
  - (7) Each apartment building within the DEVELOPMENT shall:
    - (a) have an internal fire sprinkler system for fire safety;
    - (b) be constructed with 2 x 6 construction on the external walls of the buildings as shown on the approved PUD Development Plans;
    - (c) install high performance vinyl windows and patio doors with low E glass and argon gas as shown on the approved PUD Development Plans;

Cobblestone Creek  
Planned Unit Development

- (d) use brick, stone and cement board façade as the primary exterior materials as shown on the approved PUD Development Plans;
  - (e) install aluminum frame and full glass front entry doors for security and aesthetics as shown on the approved PUD Development Plans;
  - (f) install and maintain an intercom entry system;
  - (g) use custom plastered interior walls as shown on the approved PUD Development Plans;
  - (h) provide individual sound walls to divide each unit as shown on the approved PUD Development Plans that specifically includes:
    - (i) Sound insulation between the floors and RC-1 channel is added to the underside of the floor truss for additional reduction of sound transfer;
    - (ii) ¾ inch gypcrete poured on 2nd and 3rd floors for another sound barrier and it also acts as another fire preventative;
  - (i) have deadbolt and peepholes in each of the individual unit entry doors;
  - (j) provide laundry facilities in each 1 and 2 bedroom units and a laundry center in each building for use by the residents in the efficiency units; and
  - (k) install a 30 year dimensional shingle roofs as shown on the PUD Development Plans.
- F. Setbacks.
- (1) Street setback: minimum of 60 feet from all public streets.
  - (2) Side Rear setback: no minimum 10 feet minimum.
  - (3) Separation between buildings: 35 feet minimum
- G. Authorized sanitary sewer system. Pursuant to Section 420-32 of the Village Municipal Code. In addition, sanitary sewer sampling manholes shall be installed pursuant to the PUD Development Plans (**Exhibit 2**) and maintained.
- H. Authorized water supply system. Municipal water is required for all domestic and fire protection water requirements of the development including the required irrigation system; however, an on-site well is allowed to be used to fill and stabilize the pond and creek levels.
- (ii) Section 420-47 E related to setback of driveways is amended to read as follows:
- E. Setback. Driveways are allowed to cross interior property lines within the DEVELOPMENT.

Cobblestone Creek  
Planned Unit Development

- (iii) Section 420-48 B related to parking space size is amended to read as follows:
  - B. Parking space size. The size of each parking space shall meet the following criteria as listed below. All parking spaces shall provide adequate access and maneuvering and proper ingress and egress which shall not be part of the required space, and vehicles shall not extend beyond the required space size.
    - (1) Ninety-degree, parking spaces shall measure nine feet by 18 feet for all outdoor surface parking and nine feet by 17 feet for all underground parking within the apartment buildings.
    - (2) Handicapped parking spaces shall be provided as required by the Ch. COMM 69, Barrier-Free Design, Wis. Adm. Code, which may be amended from time to time.
- (iv) Section 420-48 I related to parking space size be amended to read as follows:
  - I. Off-street parking lot aisle widths. The aisle widths for two-way traffic within parking lots shall be a minimum of 30 feet between the ends of the parking spaces within the parking lots for each apartment building within the DEVELOPMENT, the aisle widths of the access to the underground parking shall be a minimum of 16 feet and the emergency access road along the north property line shall be a minimum of 18 feet provided there is no parking within any aisle ways and furthermore all vehicles shall be parked within designated parking spaces within the DEVELOPMENT.
- (v) Section 420-76 Q related to Multi-family Residential Development Identification Signs be amended to read as follows:
  - Q. Multi-family Residential Development Identification
    - (1) Maximum number: one sign per development.
    - (2) Minimum setback: five (5) feet from the right-of-way line of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.
    - (3) Maximum height: six (6) feet.
    - (4) Maximum area: 36 square feet per face.
    - (5) Landscaping shall extend a minimum of three feet in every direction from the base or other support structure of the sign, except if the sign is located in a boulevard island, then the landscaping shall not extend closer than two feet from the back of the curb of the boulevard island. This needs to be confirmed on landscaping plans
    - (6) May be illuminated.
    - (7) May be placed on two supports or may be placed on a solid-appearing decorative base which supports a minimum of 75% of the display of the sign.
    - (8) The sign supports or base shall be constructed of materials that complement the materials used in the development.

Cobblestone Creek  
Planned Unit Development

(9) Maximum height of base under display: two (2) feet.

e. Amendments

- (i) The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

**Adopted this 20<sup>th</sup> day of August 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

\_\_\_\_\_  
John P. Steinbrink  
Village President

\_\_\_\_\_  
Jane M. Romanowski  
Village Clerk

Posted: \_\_\_\_\_

26-Cobblestone Creek PUD.doc



5/17/12

RE: Narrative for Cobblestone Creek

**Building Unit Mix:**

Cobblestone Creek will consist of 2- 40 unit 2 story buildings and 2-48 unit 3 story buildings with architectural pleasing façade. Parking will be accommodated primarily by underground parking with additional surface parking available. Additional storage lockers are available internally in the underground parking area. The majority of the units will have individual front load washers/dryers and all units will have built in microwaves, smooth top ranges and fridges. The anticipated rents based on a through market study will range from the mid \$600 up to in excess of \$1,100. Our resident will be responsible for their heat and water. The billing of the water will be accomplished by each building having one main water meter which will be billed to the property owner and paid. This water bill will then be split up and billed to the individual units by owner.

The 40 unit building will offer an array of floor plans ranging from an efficiency style to a luxurious 1257 sq ft. unit with 2bedrooms and 2 full baths. The 40 unit building will breakdown as follows:

- 4- Efficiency (448sq.ft)
- 4- XL Efficiency (568 sq.ft)
- 3- 1bdrm, 1bath (742 sq. ft)
- 4- 2bdrm, 1bath (average of 1,138 sq.ft)
- 2- 2bdrm, 2bath (average of 1,241 sq.ft)
- 1-1bdrm, 2bath w/den (1,364 sq.ft)
- 6-1bdrm, 2bath w/loft (average of 1,257 sq. ft)
- 4-Tower Loft, 1bath (838 sq.ft)
- 12-Loft, 1bath (712 sq.ft)

The 48 unit building is a 3 story with elevator service. Offering an array of floor plans ranging from an efficiency style with 560 sq.ft to a 1487 sq. ft unit with 2 spacious bedrooms, 2 baths and an executive loft. The 48 unit breakdown is as follows:

- 8- XL Efficiency (560 sq.ft)
- 4- Tower Loft, 1 bath (820 sq.ft)
- 1- 1bdrm, 1bath (780 sq. ft)
- 2- 1bdrm, 1bath (826 sq. ft)
- 8- 1bdrm, 1bath (868 sq. ft)
- 4- 2bdrm, 1bath (average of 980 sq.ft)
- 1-2bdrm,2bath w/den (1370 sq. ft)
- 3-2bdrm,1bath (averaged at 1108sq. ft)
- 2-2bdrm, 2bath (averaged 1,146 sq.ft)
- 13-1bdrm,2bath Loft (averaged of 1282sq.ft)
- 2-2bdrm, 2bath Loft (1487 sq. ft)

### **Site Amenities:**

Cobblestone Creek will offer an executive clubhouse complete with security monitoring via cameras and access key system. "Club Cobblestone", will house the staff of the property management team from Lexington Management, which is the management arm of Lexington Homes, Inc. It will also consist of an inviting gathering room with kitchenette. "Club Cobblestone" is a major focal point of this community and will be designed and maintained as such. Just behind the clubhouse there will be outdoor patios for all to enjoy the views of the incredible aesthetic ponds with fountains. Due to the close proximity of the rec center in the village, we have determined that offering duplicate services would not be conducive. We have decided that expanding our outdoor gathering spaces would be a benefit to all. There will not be an outdoor pool nor fitness center on site due to these reasons.

Completing the setting will be 2 ponds measuring approximately 1/3 of an acre a piece. These ponds will be complete with individual water fountains and a cobblestone creek that connects them will be adjacent to the outdoor patio area. A private well will be drilled to allow the proper water level to be maintained in the ponds for aesthetic and erosion purposes.

Cobblestone Creek will have curb and gutter throughout the site. Each individual building will also have their own split face block enclosed trash receptacles with the color to be consistent with the buildings.

### **Site Specifics:**

Site offers a 50% green space ratio along with an additional 7% dedicated to the ponds for a total of 57% green space with ponds included. Leaving a balance of 43% for impervious surface.

There are a total of 176 underground parking spaces with an additional 150 additional surface parking spaces for a total of 326 parking spaces. This exceeds the required 308 stalls by 18 stalls. We will also have 9 handicap stalls. The lighting of the parking areas will be done by a pole system with residential subdivision style decorative fixtures. Additionally, the parking lots will be monitored via a camera monitoring system which will be a recorded DVR system .

### **Construction Practices:**

Lexington Homes, Inc. prides itself on building communities in which are built of high quality and intricate conceptual design. Highlighted below you will find a list of some of our construction practices. Each building will have an internal sprinkling system for fire safety

- 2x6 construction on the external walls of the buildings
- High performance vinyl windows and patio doors with low E glass and argon gas
- Partial stone façade blended with maintenance free products
- Aluminum frame and full glass front entry doors for security and aesthetics
- Complete intercom system for entry
- Custom plastered interior walls (this is not a drywall board system)
- Individual sound walls divide each unit

- Sound insulation between the floors and RC-1 channel is added to the underside of the floor truss for additional reduction of sound transfer
- ¾ inch gypcrete poured on 2<sup>nd</sup> and 3<sup>rd</sup> floors for another sound barrier and it also acts as another fire preventative
- Individual unit entry doors have a deadbolt and peephole
- Postal service is accommodated inside the building for convenience and also as another security measure
- Laundry centers provided in the buildings for resident convenience
- 30 yr dimensional shingle roofs

**Property Management/Maintenance:**

Lexington Management knows that the real success to any community lies within the long term management and maintenance of the site. We operate under a very structured process. We have included a copy of our management forms pertaining to these areas.

**Leasing:** Every potential resident that tours our site is required to fill out a “Welcome to the Community” form. This ensures the safety of our staff before each tour occurs. This form requires that we see a valid ID and gives us current living information. When the tour results in someone wanting to reside with us they are given our “Rental Process” form along with a “Standard Application for Occupancy”. The rental process form clearly highlights what the qualifications are to reside at the property. The application is a more detailed document that allows us to further qualify every potential resident.

With the receipt of the application, security deposit and signed rental process form we start our detailed approval process. This includes a credit check which requires a score of 600 or higher, their gross monthly income shall be 2.5 times the amount of the monthly rent and a criminal background check is run. Lexington Management as a standard allows only 2 people per bedroom and 2 vehicles per unit. There are variables to this approval process which are also outlined on the rental process form.

Residents are required to sign a one year lease with variable terms after that one year period depending on the individual situation. It is management’s goal to always try to secure one year leases continually with a built in parameter that does not allow anyone to move out November-February. We do not allow dogs. Cats are permitted with an extra deposit and extra monthly rent.

**Management Structure:** As one of the principal owners of Lexington Homes, Michelle Stimpson has a genuine focus on the day to day operations of the entire management division. Overseeing just under 1,000 units she believes in treating every resident as she would like to be treated. She physically reviews every resident file and signs every single lease that occurs within the entire company. With 18 years of experience in this industry and having both a real estate and broker’s license, she knows that on the management side of things the difference is always the details. Weekly she meets with her district staff to review every property that they

oversee. In these meetings site suggestions along with marketing and maintenance are discussed in great detail with implementation plans to be carried out and reported each week. Our district staff is required to be at each property working with the site management. Monthly reports are clearly documented (provided) to ensure the continued success of each site. Our management operates on the principal that this is "someone's home". We focus on the presentation not only to our prospective and current residents but to their guests as well. Additionally, we will have property staff which will include a Property Manager, Assistant Manager, Cleaning staff and Maintenance. Our goal is always to have as many of our staff physically living at the property so that someone is always available. At a minimum one of the managers will live at the property.

We are very centered on routine inspections. Monthly we do property inspection reports along with exterior and interior building inspection reports. Yearly we inspect the interior of every single apartment and complete a full report as to the interior condition of that unit. At that time an annual property review is also completed to help plan for upcoming projects.

**Site Construction Schedule:** Anticipated start date to be July of 2012 with site and excavation work. Building of the clubhouse and digging of the two aesthetic ponds will also occur at this time. The first 40 unit building will begin construction in August with an anticipated completion of March 2013. Second building completion is anticipated for September 2013. This would conclude Phase I. Anticipation of Phase 2 to be started and completed within the next calendar year (2014).

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# LaPlant Architecture LLC

## Cobblestone Creek 40 Pleasant Prairie 4/10/2012

Phone 920-737-9769

Office-926 Willard Drive

Green Bay, WI

Mailing address-1592 Rustic Way

Green Bay, WI 54313

Floor	Unit #	Unit type	Square Feet of Unit on First or Second Floor	Square Feet of Loft	Total unit S.F.
1 -	Unit 1	2 bedroom 2 bath	1,260		1,260
1 -	Unit 2	2 bedroom 1 bath	1,190		1,190
1 -	Unit 3	2 bedroom 2 bath	1,112		1,112
1 -	Unit 4	1 bedroom 1 bath	742		742
1 -	Unit 5	1 bath efficiency XL	576		576
1 -	Unit 6	1 bath efficiency XL	576		576
1 -	Unit 7	1 bath efficiency	448		448
1 -	Unit 8	1 bath efficiency	448		448
1 -	Unit 9	1 bath efficiency	448		448
1 -	Unit 10	1 bath efficiency	448		448
1 -	Unit 11	1 bath efficiency XL	576		576
1 -	Unit 12	1 bath efficiency XL	576		576
1 -	Unit 13	2 bedroom 2 bath office	1,223		1,223
1 -	Unit 14	1 bedroom 1 bath	742		742
1 -	Unit 15	2 bedroom 1 bath	1,116		1,116
1 -	Unit 16	1 bedroom 1 bath	780		780
1 -	Unit 17	2 bedroom 1 bath	1,174		1,174
2 & 3 -	Unit 18	1 bedroom loft 2 bath	800	330	1,130
2 & 3 -	Unit 19	1 bedroom loft 2 bath	812	510	1,322
2 & 3 -	Unit 20	1 bedroom, Den, loft 2 bath	956	428	1,384
2 & 3 -	Unit 21	loft 1 bath	448	264	712
2 & 3 -	Unit 22	loft 1 bath	448	264	712
2 & 3 -	Unit 23	loft 1 bath	448	264	712
2 & 3 -	Unit 24	loft 1 bath	448	264	712
2 & 3 -	Unit 25	loft 1 bath XL	576	264	840
2 & 3 -	Unit 26	loft 1 bath XL	576	264	840
2 & 3 -	Unit 27	loft 1 bath	448	264	712
2 & 3 -	Unit 28	loft 1 bath	448	264	712
2 & 3 -	Unit 29	loft 1 bath	448	264	712
2 & 3 -	Unit 30	loft 1 bath	448	264	712
2 & 3 -	Unit 31	loft 1 bath XL	576	264	840

2 & 3 - Unit 32	loft 1 bath XL	576	264	840
2 & 3 - Unit 33	loft 1 bath	448	264	712
2 & 3 - Unit 34	loft 1 bath	448	264	712
2 & 3 - Unit 35	loft 1 bath	448	264	712
2 & 3 - Unit 36	loft 1 bath	448	264	712
2 & 3 - Unit 37	1 bedroom loft 2 bath den	1,005	359	1,364
2 & 3 - Unit 38	1 bedroom loft 2 bath	836	481	1,317
2 & 3 - Unit 39	1 bedroom loft 2 bath	802	481	1,283
2 & 3 - Unit 40	1 bedroom loft 2 bath	812	359	1,171
		27,138	7172	34,310

Building Data		Unit Descriptions							
Floor	Gross S. F. per floor	Efficy Unit	XL Efficy	1 Bed 1 Bath Units	2 Bed 1 Bath Units	1 Bed 2 Bath Loft Units	2 Bed 2 Bath	Lofts	XL Lofts
Parking Level	14,500	0		0	0	0		0	
First Floor	15,240	4	4	3	1	0	5	0	
Second Fl.	15,240	0		0	0	7		12	4
Loft Floor	7,172	0		0	0	0		0	
	52,152	4	4	3	1	7	5	12	4

**Cobblestone Creek 48**  
**Pleasant Prairie**  
**4/10/2012**

Phone 920-737-9769  
 Office-926 Willard Drive  
 Green Bay, WI  
 Mailing address-1592 Rustic Way  
 Green Bay, WI 54313

Floor	Unit #	Unit type	Square Feet of Unit on First or Second Floor	Square Feet of Loft	Total unit S.F.
1 -	Unit 1	2 bedroom 2 bath	1,200		1,200
1 -	Unit 2	2 bedroom 2 bath	1,190		1,190
1 -	Unit 3	2 bedroom 2 bath accessible	1,198		1,198
1 -	Unit 4	1 bedroom 1 bath accessible	826		826
1 -	Unit 5	1 bath efficiency XL	576		576
1 -	Unit 6	1 bath efficiency XL	576		576
1 -	Unit 7	1 bedroom 1 bath	868		868
1 -	Unit 8	1 bedroom 1 bath	868		868
1 -	Unit 9	1 bedroom 1 bath	868		868
1 -	Unit 10	1 bedroom 1 bath	868		868
1 -	Unit 11	1 bath efficiency XL	576		576
1 -	Unit 12	1 bath efficiency XL	576		576
1 -	Unit 13	2 bedroom 2 bath den	1,307		1,307
1 -	Unit 14	1 bedroom 1 bath	826		826
1 -	Unit 15	2 bedroom 2 bath	1,116		1,116
1 -	Unit 16	1 bedroom 1 bath	901		901
1 -	Unit 17	2 bedroom 1 bath	1,090		1,090
2 & 3 -	Unit 18	1 bedroom loft 2 bath	800	330	1,130
2 & 3 -	Unit 19	1 bedroom loft 2 bath	812	510	1,322
2 & 3 -	Unit 20	1 bedroom loft 2 bath	790	428	1,218
2 -	Unit 21	2 bedroom 2 bath	1,146		1,146
2 -	Unit 22	2 bedroom 1 bath	980		980
2 -	Unit 23	1 bath efficiency XL	576		576
2 -	Unit 24	1 bath efficiency XL	576		576
2 -	Unit 25	1 bedroom 1 bath	868		868
2 -	Unit 26	1 bedroom 1 bath	868		868
2 -	Unit 27	1 bedroom 1 bath	868		868
2 -	Unit 28	1 bedroom 1 bath	868		868
2 -	Unit 29	1 bath efficiency XL	576		576

2 - Unit 30	1 bath efficiency XL	576		576
2 - Unit 31	2 bedroom 1 bath	980		980
2 - Unit 32	2 bedroom 1 bath	980		980
2 & 3 - Unit 33	2 bedroom loft 2 bath	1,005	359	1,364
2 & 3 - Unit 34	1 bedroom loft 2 bath	836	481	1,317
2 & 3 - Unit 35	1 bedroom loft 2 bath	719	481	1,200
2 & 3 - Unit 36	1 bedroom loft 2 bath	712	359	1,071
3 & 4 - Unit 37	2 bedroom loft 2 bath	1,045	442	1,487
3 & 4 - Unit 38	1 bedroom loft 2 bath	840	442	1,282
3 & 4 - Unit 39	loft 1 bath XL	576	260	836
3 & 4 - Unit 40	loft 1 bath XL	576	260	836
3 & 4 - Unit 41	1 bedroom loft 2 bath	868	465	1,333
3 & 4 - Unit 42	1 bedroom loft 2 bath	868	465	1,333
3 & 4 - Unit 43	1 bedroom loft 2 bath	868	465	1,333
3 & 4 - Unit 44	1 bedroom loft 2 bath	868	465	1,333
3 & 4 - Unit 45	loft 1 bath XL	576	260	836
3 & 4 - Unit 46	loft 1 bath XL	576	260	836
3 & 4 - Unit 47	2 bedroom loft 2 bath	1,045	442	1,487
3 & 4 - Unit 48	1 bedroom loft 2 bath	840	442	1,282
		40,512	7633	48,128

Building Data								
Floor	Gross S. F. per floor	XL Efficy	1 Bed 1 Bath Units	2 Bed 1 Bath Units	2 Bed 2 Bath Units	1 Bed 2 Bath Loft Units	2 Bed 2 Bath Loft	XL Lofts
Parking Level	16,000	0		0	0	0	0	
First Floor	17,650	4	7	1	5	0	0	
Second Fl.	17,540	4	4	3	1	6	1	0
Third Fl.	14,260	0	0	0	0	6	2	4
Loft Floor	4,590	0	0	0	0	0	0	0
	70,040	8	11	4	6	12	3	4



**DRAFT 8/9/12**

**DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND COBBLESTONE CREEK APARTMENTS, LLC REGARDING COBBLESTONE CREEK**

**THIS DEVELOPMENT AGREEMENT** is made between Cobblestone Creek Apartments, LLC, a Wisconsin limited liability company (the "Owner") with a business address of 1300 North Kimps Ct., Green Bay, WI 54313 and the Village of Pleasant Prairie, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

**WITNESSETH:**

1. The Owner and the Village have entered into this Development Agreement dated as August \_\_\_\_, 2012 regarding a multi-family residential apartment development known as "Cobblestone Creek" (the "Development") containing certain real property located within the Village, the legal description which is attached hereto as **EXHIBIT A** and incorporated herein by reference. A copy of the Cobblestone Creek Final Planned Unit Development (PUD) Development Plans as described below are on file with the Village Community Development Department and can be viewed at the Village Hall at the address stated above, relating to the Required Private and Public Improvements to be completed in and adjacent to the Development, all of which are a part of or provided for in this Development Agreement.
2. The Owner has provided to the Village, among other things, the following:
  - a. The obligation and agreement to construct and maintain various required private infrastructure improvements pursuant to the Village approved Final Development Engineering Plans dated \_\_\_\_\_ \_\_, 2012: Master Grading and Erosion Control Plans, Detailed Grading Plans, Storm Sewer Plans, Sanitary and Water Plans, Landscaping Plans and Site Construction Details approved by the Village, including, but not limited to the following site

improvements: private site grading, driveways, internal sidewalks and patios, curb and gutter, sanitary sewer system, storm sewer system, ponds, pond fountain/aeration systems, water system, parking lot lights, on-site parking signs, irrigation systems and landscaping required improvements. The approved Final Plans of which are on file with the Village; and

- b. The obligation and agreement to construct and maintain the required public improvements pursuant to the Village approved Development Engineering Plans includes: four (4) foot-wide concrete public sidewalks around the entire perimeter of the property in the right-of-ways of Prairie Ridge Boulevard, 91<sup>st</sup> and 94<sup>th</sup> Avenues and 80<sup>th</sup> Street adjacent to and serving the Development. The attached **EXHIBIT B** sets forth the detailed engineering plan sheet, contractor's cost estimate and certificate of insurance for the construction of the referenced sidewalks to serve the Development; and
- c. The obligation and agreement to plant, stake, mulch, weed, water, trim and otherwise replant and maintain the required private on-site private landscaping, berming and public landscaping improvements (public street trees) to the satisfaction of the Village pursuant to the Village-approved Landscaping Plans. The required public landscaping specifically includes the public street trees in the right-of-ways of Prairie Ridge Boulevard, 91<sup>st</sup> and 94<sup>th</sup> Avenues and 80<sup>th</sup> Street adjacent to the Development; and
- d. The obligation and agreement to design, install and maintain a Digital Security Imaging System (DSIS) in accordance with Section 410-7 of the Village Municipal Code for security surveillance for the Development. A detailed DSIS Agreement and Access Easement were executed between the Owner and the Village. The DSIS Access Easement is recorded with the Kenosha County Register of Deeds Office. Said executed DSIS documents are also on-file with the Village.
- e. The obligation and agreement to grade, weed, dredge, clean, remove debris and otherwise maintain the two (2) ponds and to install and maintain the pond aeration fountains which serve the Development.

- f. The obligation and agreement to construct and maintain in compliance with Village Ordinances, and to the satisfaction of the Village, the four (4) apartment buildings and garbage dumpster enclosures, club house, outdoor patio and activity areas and private walkways, patios, sidewalks, driveways, landscaping, signage and lighting in the Development pursuant to the Village Board approved Planned Unit Development Ordinance #12- \_\_\_\_\_. **(EXHIBIT C).**
3. The Owner has agreed to dedicate the required public sidewalk and street tree improvements to the Village after their installation, completion and Village inspection, and to the satisfaction of the Village. The Owner further understands that although the sidewalks and street trees are being dedicated to the Village, it is the Owner's ongoing obligation to maintain and repair or replace said sidewalks and street trees. Maintenance shall also include the snowplowing of the sidewalks adjacent to the Development.
4. The Owner has provided **(a cash payment or)** an Irrevocable Letter of Credit equal to the contract amount plus a 15 percent contingency, or a total of \$\_\_\_\_\_ to be used by the Village as financial security for the Developer's obligations to complete the public sidewalk improvements for the Development. The original Letter of Credit **(EXHIBIT D)** is on file with the Village Clerk.
5. The Owner has authorized the prepared a Certified Survey Map with detailed Dedication and Easement Provisions Language which the Village has conditionally approved subject to the Village staff comments, which divides the referenced property into two (2) Lots.
6. This Development Agreement is not intended to benefit or to be enforceable by any person(s) other than the Village and the Owner and their respective successors and assigns of the properties as to this Agreement.

**IN WITNESS WHEREOF**, the Owner and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COBBLESTONE CREEK APARTMENTS, LLC**

By: \_\_\_\_\_  
Jeffrey T. Marlow  
Member

**STATE OF WISCONSIN**    )  
  )**SS:**  
**KENOSHA COUNTY**        )

This Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 in Pleasant Prairie, WI by Jeff Marlow, Member, Cobblestone Creek Apartments, LLC.

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Notary Public:** Kenosha County, State of Wisconsin  
**My Commission Expires:** \_\_\_\_\_

By: \_\_\_\_\_  
Michelle L. Stimpson  
Member

**STATE OF WISCONSIN**    )  
  )**SS:**  
**KENOSHA COUNTY**        )

This Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 in Pleasant Prairie, WI by Michelle L. Stimpson, Member, Cobblestone Creek Apartments, LLC.

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Notary Public:** Kenosha County, State of Wisconsin  
**My Commission Expires:** \_\_\_\_\_

By: \_\_\_\_\_  
Gregory T. Wells  
Member

**STATE OF WISCONSIN**     )  
  )**SS:**  
**KENOSHA COUNTY**        )

This Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 in Pleasant Prairie, WI by Gregory T. Wells, Member, Cobblestone Creek Apartments, LLC.

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Notary Public:** Kenosha County, State of Wisconsin  
**My Commission Expires:** \_\_\_\_\_

By: \_\_\_\_\_  
John P. Steinbrink  
Village President

ATTEST:

By: \_\_\_\_\_  
Jane Romanowski  
Village Clerk

**STATE OF WISCONSIN    )**  
  )**SS**  
**KENOSHA COUNTY        )**

This Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 in Pleasant Prairie, WI by **John P. Steinbrink, Village President, and Jane M. Romanowski, Village Clerk**, Village President and Clerk, respectively, of the Village of Pleasant Prairie.

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Notary Public:** Kenosha County, State of Wisconsin  
**My Commission Expires:** \_\_\_\_\_

**This Development Agreement drafted by:**

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

Development Agreement  
Cobblestone Creek Apartment Development  
Cobblestone Creek Apartments, LLC  
Page 7 of 10

**EXHIBIT A**  
**LEGAL DESCRIPTION AND CERTIFIED SURVEY MAP**

Development Agreement  
Cobblestone Creek Apartment Development  
Cobblestone Creek Apartments, LLC  
Page 8 of 10

**EXHIBIT B**

**PUBLIC SIDEWALK CONTRACT, CERTIFICATE OF INSURANCE  
AND ENGINEERING PLAN**



Development Agreement  
Cobblestone Creek Apartment Development  
Cobblestone Creek Apartments, LLC  
Page 9 of 10

**EXHIBIT C**

**VILLAGE BOARD APPROVED PLANNED UNIT DEVELOPMENT ORDINANCE #12-\_\_**

Development Agreement  
Cobblestone Creek Apartment Development  
Cobblestone Creek Apartments, LLC  
Page 10 of 10

**EXHIBIT D**

**IRREVOCABLE LETTER OF CREDIT OR CASH PAYMENT RECEIPT  
FOR PUBLIC SIDEWALK IMPROVEMENTS**

# DRAFT

**AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM  
("DSIS")  
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE  
AND COBBLESTONE CREEK APARTMENTS, LLC**

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (referred to as **the "Village"**) and Cobblestone Creek Apartments, LLC, a Wisconsin Limited Liability Company with a business address of 1300 North Kimps Ct., Green Bay, WI 54313 (920-662-1630) (referred to as "Cobblestone Creek"). In this Agreement, Cobblestone Creek is referred to as the "Owner".

**WITNESSETH:**

**WHEREAS**, the Owner of the real estate commonly known as Lot 1 of Certified Survey Map No. \_\_\_\_\_, also known as Outlot 15 of the Prairie Ridge Subdivision Plat, (**Exhibit A - CSM**) recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. \_\_\_\_\_, being 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, Kenosha County, Wisconsin and having Village Tax Parcel Number 91-4-122-081-0300 known as the "Owner's Property" in this Agreement; and

**WHEREAS**, The Owner desires to proceed with the development of the Cobblestone Creek Apartments ("Cobblestone") on the Owner's Property with buildings to be located at 9300 Prairie Ridge Boulevard (Club House), 7942 91<sup>st</sup> Avenue (Building #1), 7953 94<sup>th</sup> Avenue (Building #2) and 9350 and 9198 80<sup>th</sup> Street (Buildings #3 and #4) in the Village; and

**WHEREAS**, the Cobblestone development consists of a 2,421 square foot clubhouse, 2 40-unit, 2 story buildings and 2 48-unit, 3 story buildings for a total of 176 units—including 72 efficiency units, 68 1-bedroom units and 36 2-bedroom units to be developed in phases on a 9.79-acre development site (**Exhibit B – Site Plan**); and

**WHEREAS**, The Owner's Property is presently zoned R-11, Multi-Family Residential with a Planned Unit Development Overlay District (PUD), which zoning classification allows the development of multi-family residential

housing with underground and surface parking and a clubhouse in accordance with **Village Zoning PUD Ordinance #12-26 (Exhibit C - PUD)**. The PUD was adopted by the Village Board of Trustees (the "Village Board") on August 20, 2012; and

**WHEREAS**, the Village Plan Commission conditionally approved the revised **Final Development Plans** for the Cobblestone development on August 13, 2012 subject to a number of conditions, one of which was the execution of this Agreement and the installation and operation of a DSIS for the Property. **Said Plans are on file in the Village's Community Development Department**; and

**WHEREAS**, the Village has asserted and the Owner agrees that the development of the Cobblestone development will require additional security provisions pursuant to Village regulations in order to maintain a safer environment for their residents and for the protection of their personal property; and

**WHEREAS**, the Owner further agrees to be in compliance with Village **Municipal Code Chapter 410 entitled, "Security Ordinance"** through the implementation and use of a DSIS which is described in **Exhibit D – DSIS Plan** attached hereto, that monitors the exterior public access areas, underground parking and driveways of the **Owner's** Property located in the Village; and

**WHEREAS**, the DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine retail sales and service development sites such as the Cobblestone development in the Village and will provide emergency response personnel with a live visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers; and

**WHEREAS**, the implementation and usage of the DSIS will greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions because of the advanced visual assessment of the Property as it may pertain to a person or persons (personal identification), a location (scene identification) and/or a situation (action identification) in emergency situations; and

**WHEREAS**, Section 410-7 of the referenced Security Ordinance Chapter of the General Code of the Village provides the authority to the Community Development Department to have the discretion, on a case by case basis, to determine the adequacy, ownership and easement requirements of the DSIS. Further, the Community Development Department has the right to waive certain requirements of Chapter 410 pertaining to the details of the security system, and the Department has

agreed to do so, based upon this Agreement being executed between the parties; and

**WHEREAS**, the Owner and the Village Community Development Department have reached an agreement under Section 410-7 that the Owner shall install, inspect and maintain the DSIS **per the Village's Security Ordinance** requirements, except as modified by this Agreement. Further, the Owner shall grant a property Access Easement (**Exhibit E - Easement**) to the Village allowing access and maintenance rights to the DSIS system and areas associated with the DSIS insofar as the Village has the right, but not the obligation, **to maintain the DSIS system at the Owner's cost**, if the Owner fails to do so; and

**WHEREAS**, the Owner recognizes that the Village may incur some inspection or maintenance costs with respect to the inspection or maintenance of the DSIS system on the **Owner's Property** and said costs shall be invoiced to the Owner and the Owner has agreed to reimburse the Village for certain referenced costs related to the DSIS program.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Owner and the Village agree as follows:

1. Video Surveillance and Easement Requirements. As a pre-condition to the Village granting any verbal or written building occupancy permits or approvals required by the Owner for the Cobblestone development to be occupied, the Owner shall install, make operable and usable to the satisfaction of the Village, the on-site DSIS for security surveillance purposes. The DSIS shall be the system described in **Exhibit D** which was created pursuant to the proposal prepared by Dakota Security Systems, Inc. with offices located at 414 S. Vermont Street, Palatine, IL 60067 (877-804-8622), for the Owner, with the plans and video surveillance hardware specifications dated \_\_\_\_\_, 2012, which is incorporated herein by reference. The Owner will hire a qualified contractor who shall install the DSIS. During the installation of the DSIS as provided herein, the Village shall have the right to inspect the DSIS at the **Owner's expense**. After the installation, Village inspection and system testing is complete, and if it meets with the approval of the Village, the Village shall notify the Owner of the **Village's acceptance of the DSIS**. The Owner agrees to sign and deliver to the Village copies of any and all documents (e.g. DSIS installation and warranty information, copies of paid invoices for the work performed, copies of contractor lien waivers and an as-built drawing of the DSIS) that are reasonably requested by the Village to confirm such installation and operation of the DSIS to the Village. The DSIS shall be installed with at least a one (1) year warranty from the manufacturer and installer. The Owner shall be solely responsible for the costs for the purchase and installation and the subsequent ongoing maintenance of the DSIS.

In the event that the Owner alters any building, adds on to the buildings or otherwise changes or increases the development on their **Property, such Owner shall be responsible for installing, at the Owner's sole expense, such additional cameras and other exterior DSIS as the Village determines are necessary and appropriate to carry out the purposes of this Agreement.** The initial DSIS system installed in accordance with **Exhibit D** and any future additions to such system as exterior building alterations or changes within the development or new or additional development takes place on the **Owners' Property, shall all be referred to as the "DSIS" for purposes of this Agreement.**

a. Digital Security Imaging, Storage Devices, Related Equipment and Easements Required.

(i) The DSIS shall provide for surveillance of the exterior building entrances, underground parking entrances, and parking lot entrances within the development. The DSIS as described in **Exhibit D** shall adequately cover the **Owner's** Property as the Village deems reasonably necessary. If any changes or expansions are made to any portion of the **Owner's** Property, the determination as to the number and type of cameras **which are reasonably necessary for the Village's surveillance needs shall rest** within the reasonable discretion of the Village. All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on **the buildings and their exterior light standards** of the **Owner's** Property and attached via non-penetrating mounts, **or upon parking lot light poles and light standards,** as shown on Exhibit D. Lexington Homes will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in **EXHIBIT D** are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

(ii) The DSIS will function as set forth in **Exhibit D** and as deemed necessary by the Village, which shall function continuously, whether the business is open or closed and shall provide visible surveillance to the above described areas during hours of daylight and darkness. As such, sufficient light, as determined by the Village, shall be provided during the evening or night-time hours to guarantee the function, operation and clear viewing by the camera system.

(iii) The Owner agrees to provide the DSIS in a secured location within the Cobblestone development within the clubhouse on the **Owner's** Property that will be accessible for inspection and electronically accessed via a VPN internet connection with the assistance of the Owner. The Owner shall provide access as provided herein upon reasonable verbal or written advance notice to Owner. Notice given twenty-four (24) or more hours in advance shall conclusively be deemed reasonable and notice given

less than twenty-four (24) hours in advance may also be reasonable depending upon the circumstances.

(iv) The Owner agrees to be responsible for all financial costs associated with the monthly billings for the utilities, electricity and high speed internet business connection for the DSIS equipment by making payments directly to the utility and communication companies. The Owner shall also be responsible for the heat, electricity and routine maintenance of the secured security area in the clubhouse which houses the DSIS equipment.

(v) All digital video recorded by such system shall be archived in the secured area for a period of not less than two (2) weeks and shall be available to the Village for public safety purposes directly through **Internet Protocol (IP) transmission via the Village's area-wide data network and shall also provide a "real time", "live look" surveillance capability via that same network.** The Village Police Department shall have log-in capabilities to **the DSIS "live-look" system on the Property** independent of **the Owner's** personnel. Proper software security keys and logins will be provided to the Village Police and IT Departments **to provide immediate access to both "real time" access as well as historical video as required.**

(vi) The Owner shall grant a permanent Access Easement to the Village allowing access and maintenance rights, if the Owner fails to maintain the DSIS, to all such systems, equipment, devices and areas associated with the DSIS. The Village shall have the right, but not the obligation, to maintain the DSIS system at the financial cost of the Owner. All expenses incurred by the Village for the maintenance of the DSIS shall be paid to the Village by the Owner within ten (10) business days following written demand by the Village. At the time of the execution of this Agreement by the Owner, the Owner shall also execute the recordable Access Easement document attached hereto as **Exhibit E** and incorporated herein by reference.

b. Costs for the Video Surveillance System.

(i) The Owner shall have exclusive ownership and sole responsibility for the installation, operation, monitoring and maintenance of the DSIS. The Owner further covenants to operate and maintain the DSIS in good condition and repair. The Owner shall be responsible for the: (a) costs of installation, (b) internet connection for the DSIS with a static IP address assigned to the DSIS connection and (c) inspection, equipment maintenance, repairs, insurance, and replacement and upgrading of the DSIS as necessary with such upgrading as needed being only for a reasonably comparable replacement of any equipment then being used in the DSIS.

(ii) As referenced above, the Owner has agreed to provide utilities to serve both the DSIS equipment and the secured area housing the DSIS. The Owner, at its sole cost and expense, shall also provide a conduit running to the security cameras as described in **Exhibit D** for low voltage as well as a separate conduit running to the cameras for high

voltage. The Owner shall provide a business broadband internet connection to serve the DSIS. This broadband internet connection shall represent a clear, non-pixelated video image transmission to the Village Police Department and shall be reasonably acceptable to the Village IT Department.

c. Termination. The Owner may not terminate the DSIS at any time without prior written approval and notice from the Village. The Owner shall notify the Village Police Department Dispatch Center via the telephone and by U.S. mail to the persons as noted below whenever the DSIS is inoperable or the DSIS is unusable due to maintenance or testing. Further, if the DSIS is deemed by the Village as being inoperable or unusable for a time period in excess of 30 days without notification to the Village, the Owner shall be deemed to be in violation of Section 410 of the Village Code.

## 2. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any dispute under this Agreement shall be venued only in the Circuit Court for Kenosha County.

b. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any part of this Agreement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such **dispute shall be reimbursed for its actual attorneys' fees and** costs incurred thereby, whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall, in addition to all other amounts owed under this Agreement or applicable law, accrue interest from the due date until paid at eighteen percent (18%) per annum.

c. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

d. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any party or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other party or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.



e. Binding Agreement. This Agreement shall be binding on the parties and their successors and assigns and shall continue as a covenant **and servitude running in perpetuity with the Owner's Property**. This Agreement may be recorded with the Kenosha County Register of Deed's Office against the Owner's Property.

f. Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally by United States registered or certified mail, postage prepaid, or (2) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice). Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to the Owner:

Cobblestone Creek Apartments, LLC  
Attn: Jeff Marlow, President  
1300 North Kimps Ct.  
Green Bay, WI 54313

If to the Village:

Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Michael R. Pollocoff, Village Administrator

And to the Village:

Village of Pleasant Prairie  
Community Development Department  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Jean M. Werbie-Harris,  
Community Development Director

And to the Village:

Village of Pleasant Prairie  
Police Department  
8600 Green Bay Road  
Pleasant Prairie, WI 53158  
Attn: David Mogensen, Police Chief

g. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto.

h. Ordinance. The DSIS program under this Agreement shall be deemed to be sufficient to meet the current requirements set forth in Chapter 410 of the Village Municipal Code.

i. Village's Contractors and Work. Any contractor that may come **onto any Owner's Property on behalf of the Village shall carry a non-deductible** (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Village shall carry similar amounts and types of insurance when it enters onto any **Owner's Property, provided, such insurance may be provided through the municipal insurance plan of the Village.**

j. Liens. Notwithstanding the provisions of this Agreement, the Owner shall pay promptly all persons furnishing labor or materials with respect to any work performed by the Owner or its contractors on or about **any Owner's Property. If any mechanic's or other liens shall at any time be filed against any Owner's Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, the Owner shall forthwith cause the same to be discharged of record or bonded.**

k. Signing of Documents. Each party shall sign and deliver any documents which this Agreement requires such party to sign, no later than ten (10) days following written request by another party.

IN WITNESS WHEREOF, COBBLESTONE CREEK APRTMENTS, LLC has executed this DSIS Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

*Signatures are on the next pages.*



**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:**

By: \_\_\_\_\_  
Name: John P. Steinbrink  
Title: Village President

**ATTEST:**

\_\_\_\_\_  
Name: Jane M. Romanowski  
Title: Village Clerk

STATE OF WISCONSIN    )  
  ) SS:  
KENOSHA COUNTY )

This Agreement was acknowledged before me in Pleasant Prairie, WI on \_\_\_\_\_, 2012 by JOHN P. STEINBRINK and JANE M. ROMANOWSKI as the duly authorized President and Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin  
My Commission expires: \_\_\_\_\_  
(is permanent)

This document drafted by:  
Jean Werbie-Harris  
Community Development Director  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue

Pleasant Prairie, WI 53158

**EXHIBIT A**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
[Attached hereto]**

**EXHIBIT B**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COBBLETSON DEVELOPMENT SITE PLAN**  
**(Attached hereto)**

**EXHIBIT C**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**VILLAGE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE #12-26  
(Attached hereto)**

**EXHIBIT D**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**DSIS PLAN, HARDWARE DETAILS AND NARRATIVE  
[Attached hereto]**



**EXHIBIT E**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**ACCESS EASEMENT  
[Attached hereto]**

**ACCESS EASEMENT**

**DRAFT**

This ACCESS EASEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the Grantor, COBBLESTONE CREEK APRTMENTS, LLC, a Wisconsin Limited Liability Company (the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE, A Wisconsin municipal corporation (the "Easement Holder").

**RECITALS**

A. The Landowner is the owner of certain real estate in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is legally described in **Exhibit A** and incorporated herein by reference (collectively the "Landowner's Property").

B. The Easement Holder has entered into a Security Agreement with the Landowner for the right but not the obligation for the installation and maintenance of an exterior Digital Security Imaging System ("DSIS") upon Landowner's Property for security surveillance purposes (the "Agreement").

C. In connection with the above-referenced Agreement, the Landowner has agreed to convey to the Easement Holder access and maintenance rights to all such systems, devices and areas associated with the DSIS.

D. The Easement Holder acknowledges and agrees that the Landowner will utilize the Landowner's Property for a 176-unit multi-family residential apartment and clubhouse development in the Prairie Ridge Development, commonly known as Cobblestone Creek ("Cobblestone"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by the Landowner.

**GRANT OF ACCESS EASEMENT**

In consideration of the facts recited above, the Landowner and Easement Holder agree as follows:

**1. Grant of Easement.** The Landowner hereby grants and conveys to the Easement Holder, its contractors and agents, a perpetual, non-exclusive, rent-free,

Recording Area

Name and Return Address:  
Jean M. Werbie-Harris  
Community Development Dept.  
Village Municipal Building  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Parcel Identification Number:

91-4-122-081-0300

access and maintenance easement (the "Access Easement") over and through the exterior of the improvements located on that portion of the Landowner's Property required for the installation, maintenance and use of said DSIS, related electrical work and internet access, and if applicable to a secured area within the Cobblestone clubhouse generally located as described in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties (the "Easement Property"). All utility lines shall be underground to the extent possible. The Landowner shall supply electricity and internet connection services for the DSIS as provided in the Agreement.

**2. Use of Access Easement.** The purpose of the Access Easement is to provide for the installation, operation and maintenance of a DSIS in accordance with a Security Agreement between the parties and other property owners dated on or about \_\_\_\_\_, 2012 (the "Agreement"), the terms and conditions of which are hereby incorporated in this Access Easement. Nothing in this Access Easement is intended to prohibit use of the Access Easement area by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its residents/occupants, and that its equipment shall not impair the architectural and landscaping designs of the development.

**3. Improvements.** The Easement Holder shall have the right, but not the obligation, to construct and install reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible. Subject to the terms of the Agreement, if the Easement Holder undertakes the installation or maintenance of the DSIS, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the Cobblestone development as the Easement Holder deems reasonably necessary.

**4. Maintenance.** The Easement Holder shall have access at all times as it deems necessary for maintaining its DSIS and related equipment on the Easement Property to the extent necessary for the uses described in the Agreement. The Landowner shall pay the Easement Holder a maintenance fee and other fees as described in the Agreement if the Easement Holder undertakes inspections or takes over the responsibilities of the DSIS maintenance.

**5. Damage to Easement Property.** The Easement Holder shall be responsible for any damage that it may cause to the Easement Property. The Easement Holder shall promptly make all needed repairs, promptly after such damage, restoring the Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the Landowner's Property and the DSIS equipment that the Landowner may damage.

**6. Obstructions to Use of the Easement Property.** The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees

that the Landowner's and its future owners or tenants' use of the Landowner's Property may include if permitted by the Village, outdoor kiosks, carts, tent sales, and other events that may occur on the Landowner's Property, which such uses may be allowed, and shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property, albeit with the necessary permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the DSIS equipment or modify its use of the Easement Property.

**7. Indemnity/Insurance/Liens.** All costs of installation, operation, and maintenance of the Easement Property and any improvements the Landowner installs thereon will be the responsibility of the Landowner as described in the Agreement.

Any contractor coming onto the Easement Property and/or the Landowner's Property on behalf of the Easement Holder shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (1,000,000) per occurrence combined single limit/ One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Easement Holder shall carry similar amounts and types of insurance when it enters onto the Easement Property and/or the Landowner's Property, provided, such insurance may be provided through the municipal insurance plan of Easement Holder. In connection with any installation, operation, maintenance or inspection of the Easement Property by the Easement Holder or its agents, employees or contractors, the Easement Holder shall indemnify, defend and hold harmless the Landowner from and against any lien, suit, loss, cost, expense (including reasonable attorneys' fees), personal injury, bodily injury or property damage arising from or relating to such activities of the Easement Holder, its agents, contractors or engineers on the Landowner's Property.

Nothing contained herein shall alter or eliminate any obligations of the Landowner to reimburse the Easement Holder for costs and expenses, as provided in the DSIS.

**8. Enforcement of Agreement.** The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

**9. Amendments.** This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder.

**10. Successors.** All of the terms, covenants, conditions, and obligations set forth in this Access Easement and the Agreement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees, assigns, and all future owners of the Landowner's property this Access Easement and the Agreement shall continue as a servitude running in perpetuity with the Landowner's Property.

**11. Severability.** If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.

**12. Governing Law.** This Access Easement shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that any dispute hereunder shall be venued only in the Circuit Court for Kenosha County.

**13. Attorneys Fees and Interest.** If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Access Easement and the complaining party places the enforcement of all or any part of this Access Easement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall accrue interest from the due date until paid at eighteen percent (18%) per annum.

(Signatures are on the next pages).





**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against the Property, consents to the Access Easement set forth above and agrees that its interest in the Property shall be subject to this Access Easement.

Dated: \_\_\_\_\_, 2012.

\_\_\_\_\_ Bank

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)

)SS:

\_\_\_\_\_ COUNTY )

This instrument was acknowledged before me on \_\_\_\_\_, 2012  
by \_\_\_\_\_, (Name) the \_\_\_\_\_  
(Title) of the \_\_\_\_\_ (Bank).

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Type or Print Name of Notary Public

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

This instrument drafted by:

Jean M. Werbie-Harris  
Community Development Director  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
262-925-6718



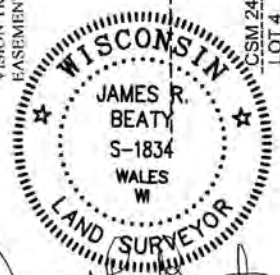
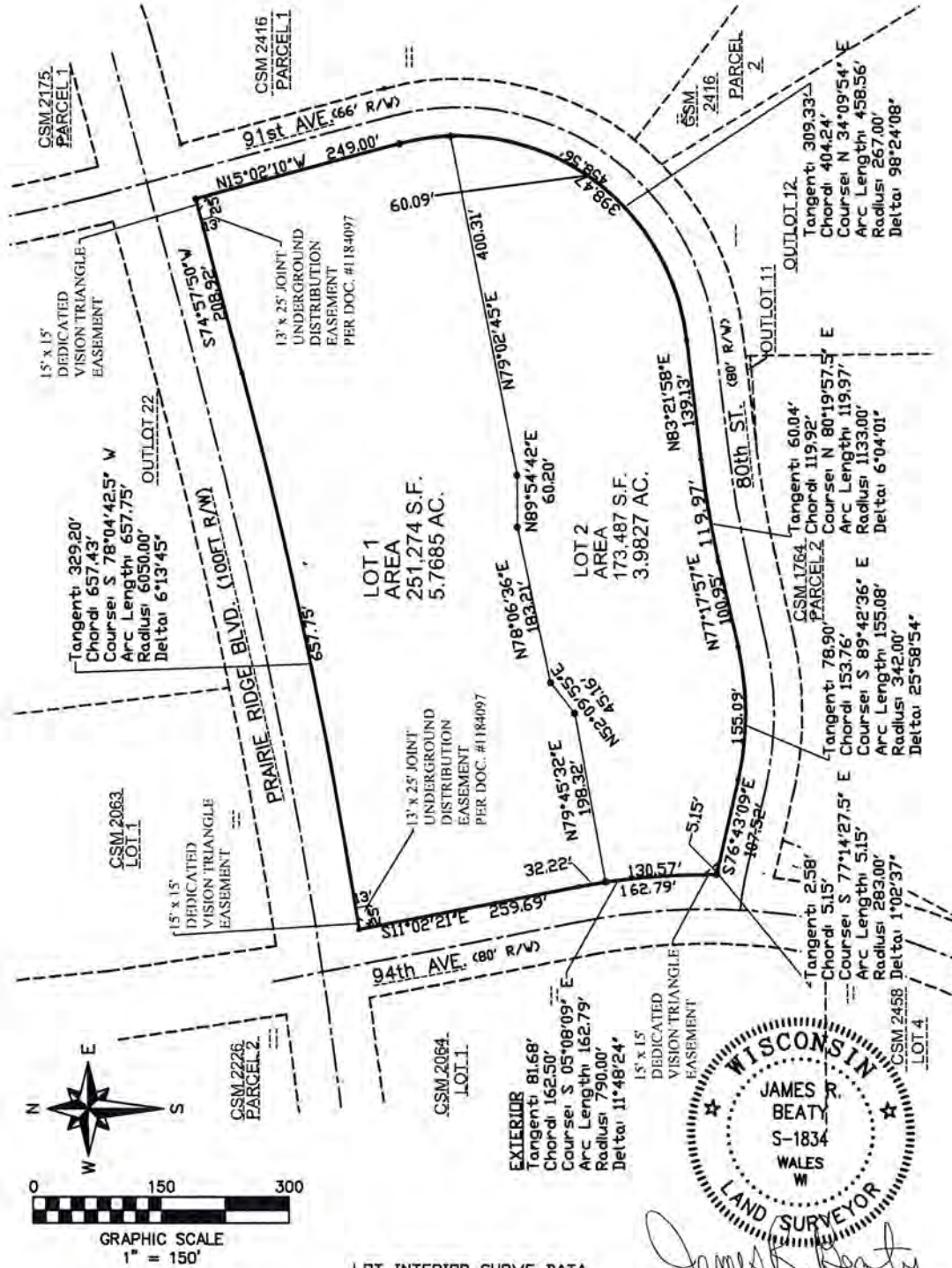
**EXHIBIT A**

**Legal Description of Landowner's Property**

**LOT 1 OF CERTIFIED SURVEY MAP # \_\_\_\_\_ RECORDED AS DOCUMENT  
# \_\_\_\_\_ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE  
AND FURTHER IDENTIFIED AS 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, KENOSHA COUNTY, WI. THE SITE CONTAINS APPROXIMATELY 9.79  
ACRES MORE OR LESS.**

CERTIFIED SURVEY MAP NO -

Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.



LOT INTERIOR CURVE DATA  
ON PAGES 2 THRU 7

ADDITIONAL EASEMENTS SHOWN  
ON PAGES 2 THRU 7

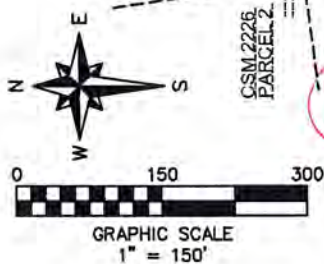
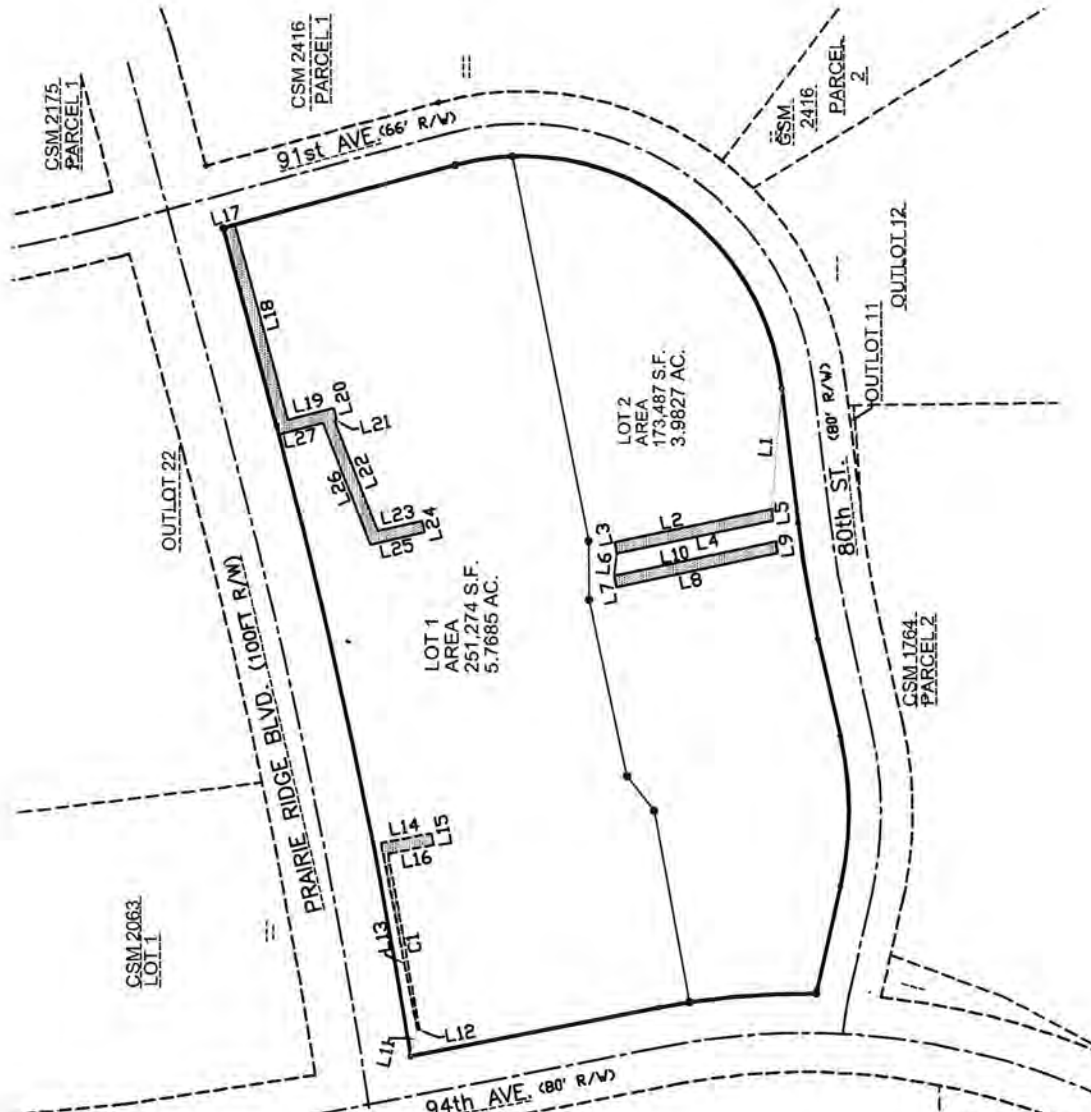
James R. Beaty, RLS 1834  
DATED: May 15, 2012  
REVISED: AUGUST 1, 2012

EXISTING Tax Parcel  
ID #91-4-122-081-0300

Rev. 8/8/12

CERTIFIED SURVEY MAP NO -

Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.



*Dedicated*  
**UTILITY EASEMENT DETAIL**  
(EASEMENTS CREATED BY THIS DOCUMENT)  
SEE PG. 3 FOR EASEMENT LINE & CURVE TABLE

UTILITY EASEMENT AREA  
*Dedicated*



*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: May 15, 2012  
REVISED: AUGUST 1, 2012

CERTIFIED SURVEY MAP NO - \_\_\_\_\_

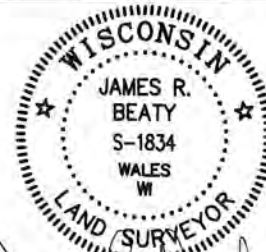
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*Deducted*

**UTILITY EASEMENT DETAIL**  
(EASEMENTS CREATED BY THIS DOCUMENT)  
SEE PG. 2 FOR EASEMENT GRAPHICS

LINE TABLE		
LINE	LENGTH	BEARING
L1	124.66	N85°03'54"W
L2	165.81	N11°53'29"W
L3	12.00	S77°59'08"W
L4	164.68	S11°53'29"E
L5	12.05	N83°21'58"E
L6	22.90	N82°13'26"W
L7	12.00	S77°59'08"W
L8	169.65	S12°00'52"E
L9	12.03	N82°15'39"E
L10	170.55	N12°00'52"W
L11	27.57	S76°09'55"E
L12	2.33	N10°45'39"W
L13	194.26	N79°14'16"E
L14	52.92	S10°31'31"E
L15	12.00	S79°24'23"W
L16	47.84	N10°31'31"W
L17	13.00	S15°02'10"E
L18	206.34	S74°57'50"W
L19	49.40	S13°51'45"E
L20	12.00	S76°08'15"W
L21	2.55	N13°51'45"W
L22	121.31	S68°41'55"W
L23	46.73	S12°38'49"E
L24	12.00	S77°21'11"W
L25	57.04	N12°38'49"W
L26	133.19	N68°41'55"E
L27	47.51	N13°51'45"W

EASEMENT CURVE TABLE						
CURVE	ARC	RADIUS	CHORD	CHORD BRG	DELTA ANG	TANGENT
C1	182.26'	6063.00'	182.26'	N80°05'26.3"E	1°43'21"	91.14

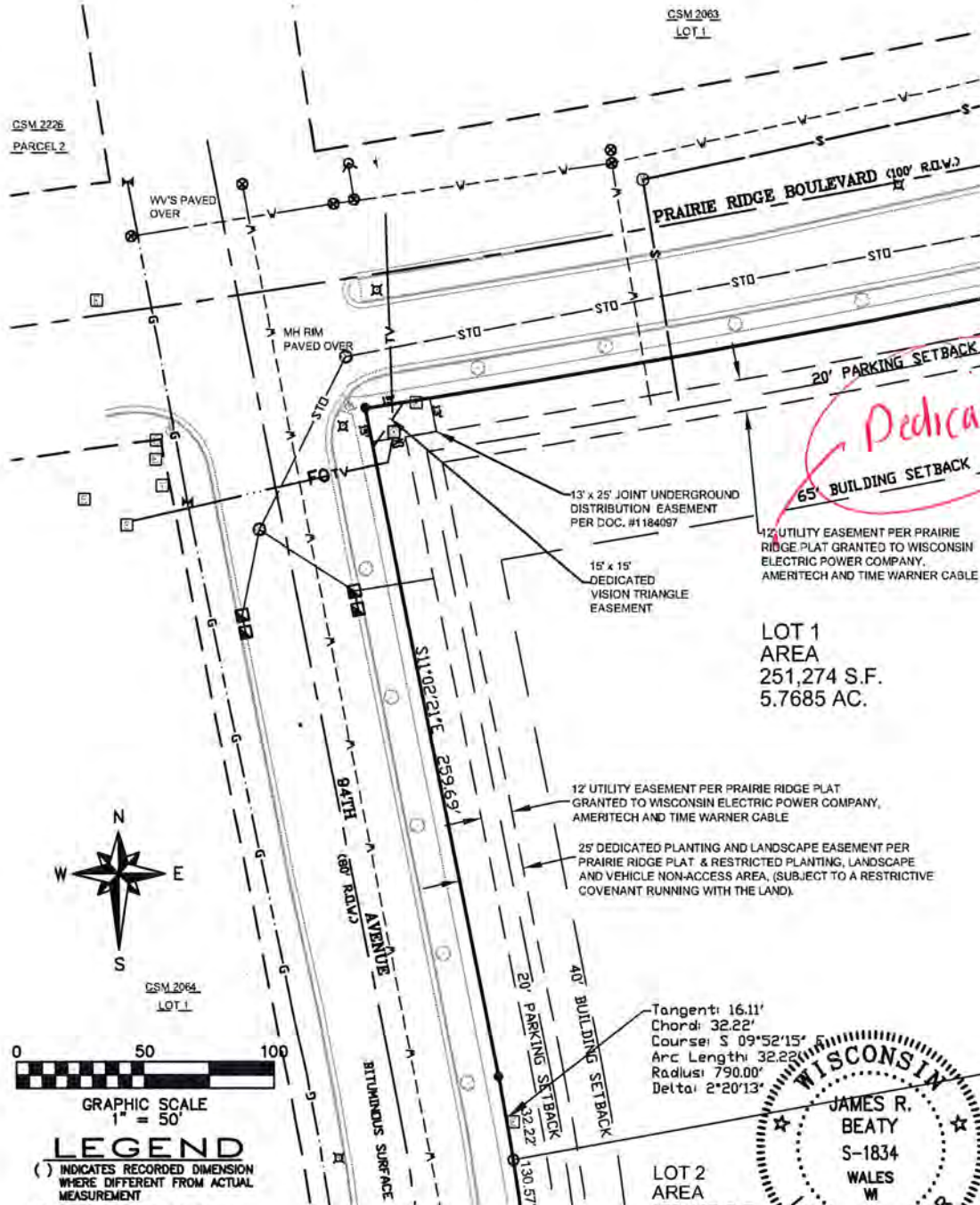


*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: May 15, 2012  
REVISED: AUGUST 1, 2012

PRELIMINARY PENDING  
AUTHORITIES APPROVALS

**CERTIFIED SURVEY MAP NO -**

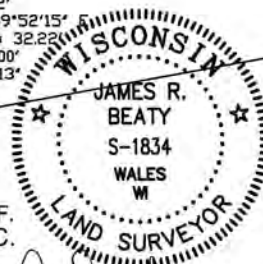
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*Dedicated*

LOT 1  
AREA  
251,274 S.F.  
5.7685 AC.

LOT 2  
AREA  
173,487 S.F.  
3.9827 AC.



*James R. Beaty*  
James R. Beaty, RLS 1834

DATED: MAY 15, 2012  
REVISED: AUGUST 1, 2012

THIS INSTRUMENT WAS DRAFTED BY JAMES R. BEATY

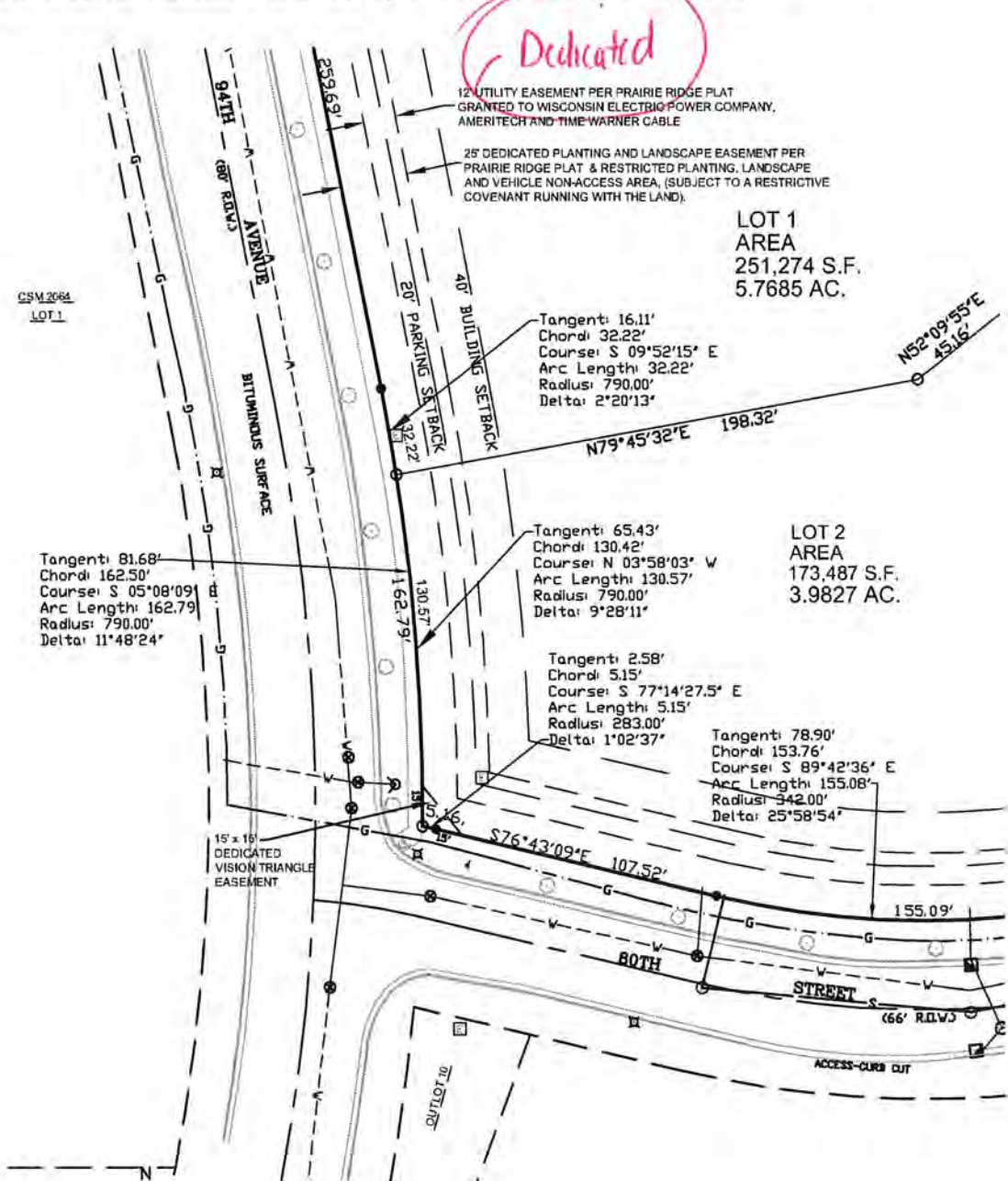
PAGE 4 OF 14

- LEGEND**
- ( ) INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
  - OR SECTION OR 1/4 SECTION CORNER AS DESCRIBED
  - 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
  - 1" DIA. (1.315 o.d.) IRON PIPE SET (UNLESS OTHERWISE NOTED)
  - CENTURY FENCE (UNLESS OTHERWISE NOTED)

PRELIMINARY PENDING  
AUTHORITIES APPROVALS

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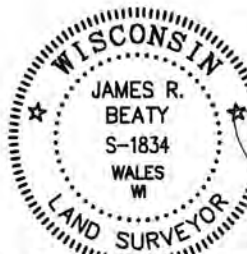
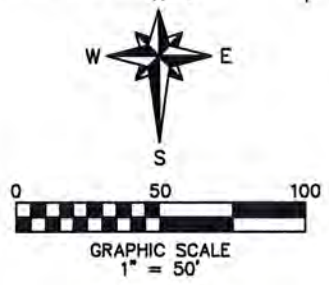


*Dedicated*

LOT 1  
AREA  
251,274 S.F.  
5.7685 AC.

LOT 2  
AREA  
173,487 S.F.  
3.9827 AC.

CSM 2064  
LOT 1



*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: MAY 15, 2012  
REVISED: AUGUST 1, 2012

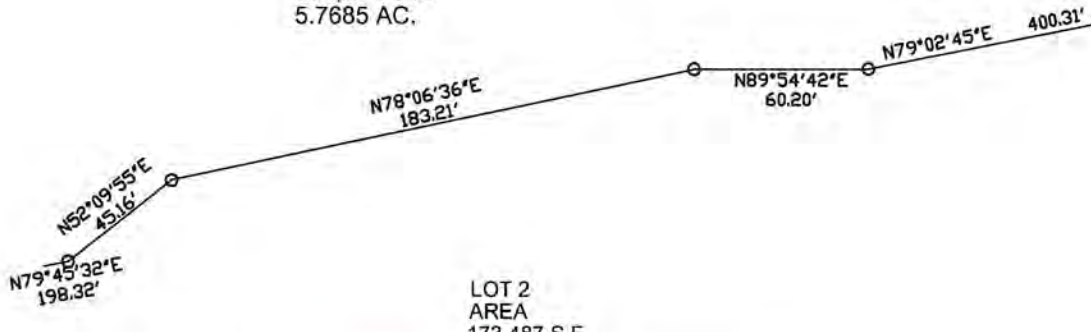
PRELIMINARY PENDING  
AUTHORITIES APPROVALS

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LOT 1  
AREA  
251,274 S.F.  
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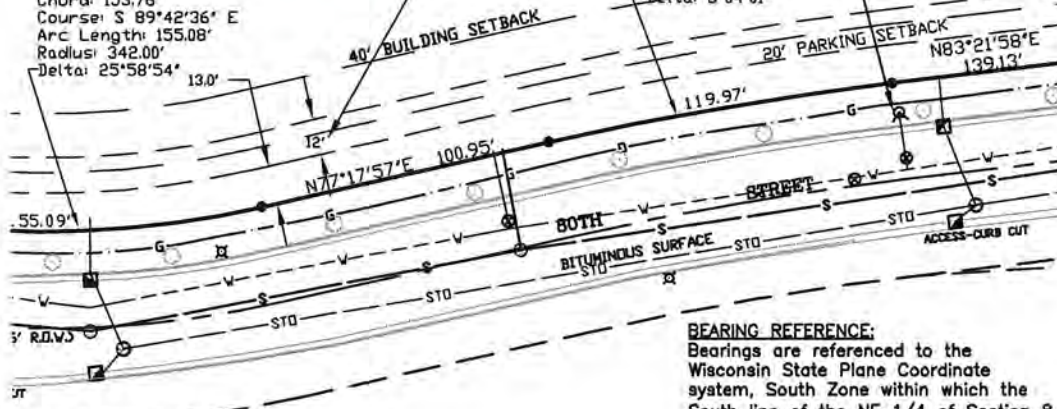
*Dedicated*

BENCHMARK TOP NW  
FLANGE BOLT HYD  
ELEV-734.67 (NGVD 1929)

12' UTILITY EASEMENT PER PRAIRIE  
RIDGE PLAT GRANTED TO WISCONSIN  
ELECTRIC POWER COMPANY,  
AMERITECH AND TIME WARNER CABLE

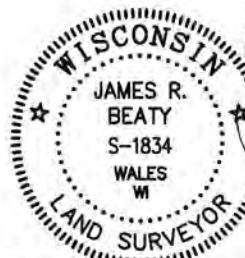
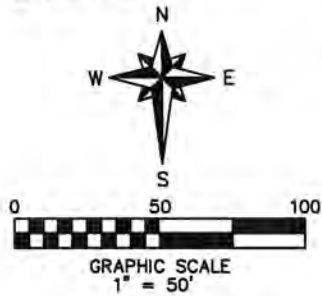
Tangent: 78.90'  
Chord: 153.76'  
Course: S 89°42'36" E  
Arc Length: 155.08'  
Radius: 342.00'  
Delta: 25°58'54"

Tangent: 60.04'  
Chord: 119.92'  
Course: N 80°19'57.5" E  
Arc Length: 119.97'  
Radius: 1133.00'  
Delta: 6°04'01"



BEARING REFERENCE:  
Bearings are referenced to the  
Wisconsin State Plane Coordinate  
system, South Zone within which the  
South line of the NE 1/4 of Section 8,  
T1N, R22E is assumed to bear  
N89°57'01"E (per SEWRPC CSSD &  
Plat)

(VERTICAL DATUM NGVD 1929 )  
Starting Benchmark: RBM - elevation  
723.775  
chiseled cross sw flange bolt hydrant  
320'± S of east 1/4 corner of Section  
9-1-22 & 50' west of pavement, just  
NE of Fire Station



*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: MAY 15, 2012  
REVISED: AUGUST 1, 2012

PRELIMINARY PENDING  
AUTHORITIES APPROVALS

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LOT 1  
AREA  
251,274 S.F.  
5.7685 AC.

*Dedicated*  
12' UTILITY EASEMENT PER PRAIRIE RIDGE PLAT  
GRANTED TO WISCONSIN ELECTRIC POWER COMPANY,  
AMERITECH AND TIME WARNER CABLE

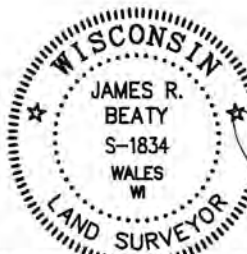
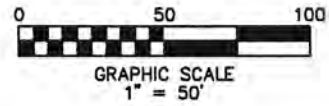
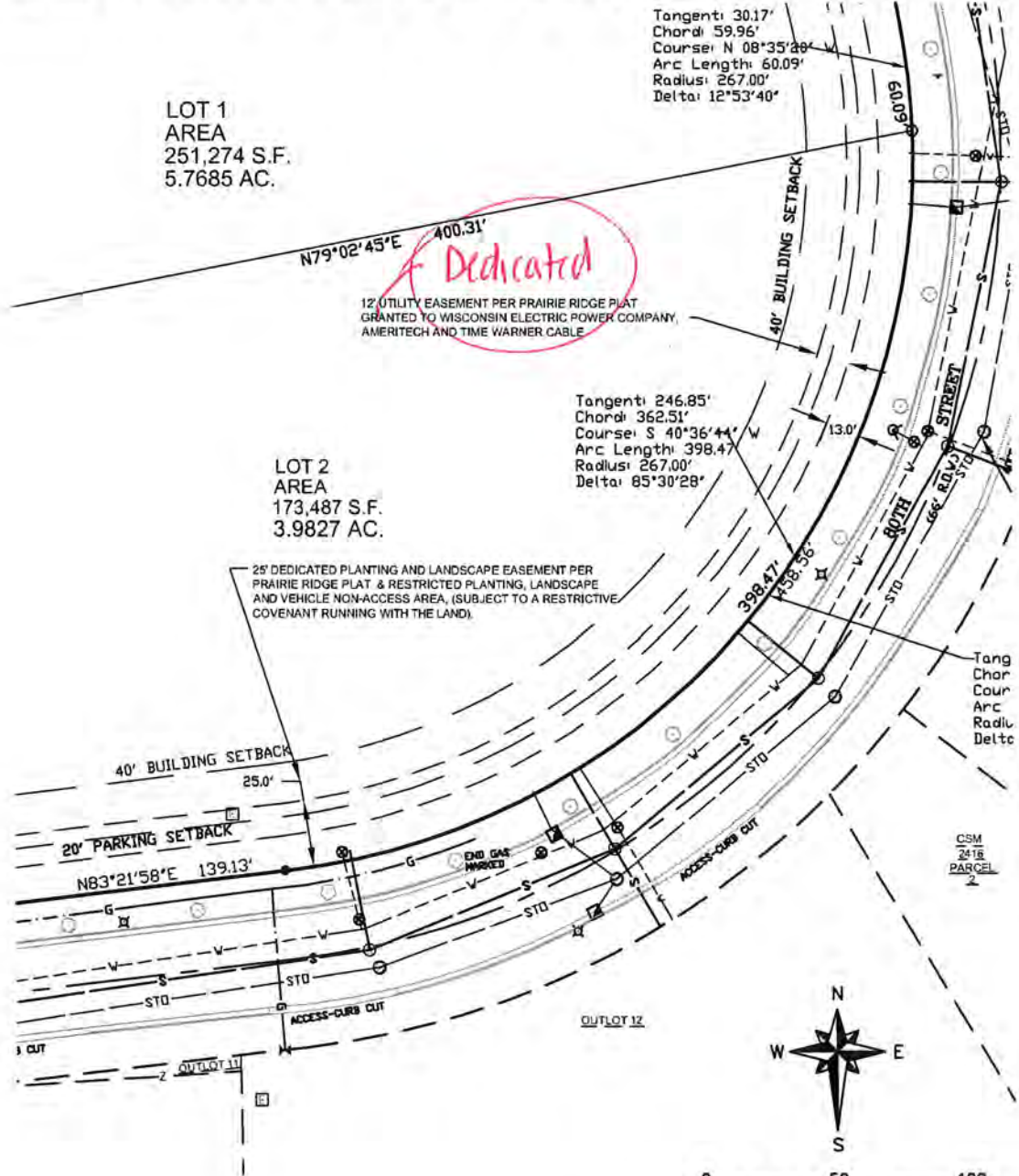
LOT 2  
AREA  
173,487 S.F.  
3.9827 AC.

25' DEDICATED PLANTING AND LANDSCAPE EASEMENT PER  
PRAIRIE RIDGE PLAT & RESTRICTED PLANTING, LANDSCAPE  
AND VEHICLE NON-ACCESS AREA, (SUBJECT TO A RESTRICTIVE  
COVENANT RUNNING WITH THE LAND).

Tangent: 30.17'  
Chord: 59.96'  
Course: N 08°35'28"  
Arc Length: 60.09'  
Radius: 267.00'  
Delta: 12°53'40"

Tangent: 246.85'  
Chord: 362.51'  
Course: S 40°36'44" W  
Arc Length: 398.47'  
Radius: 267.00'  
Delta: 85°30'28"

Tang  
Chor  
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Arc  
Radi  
Delta



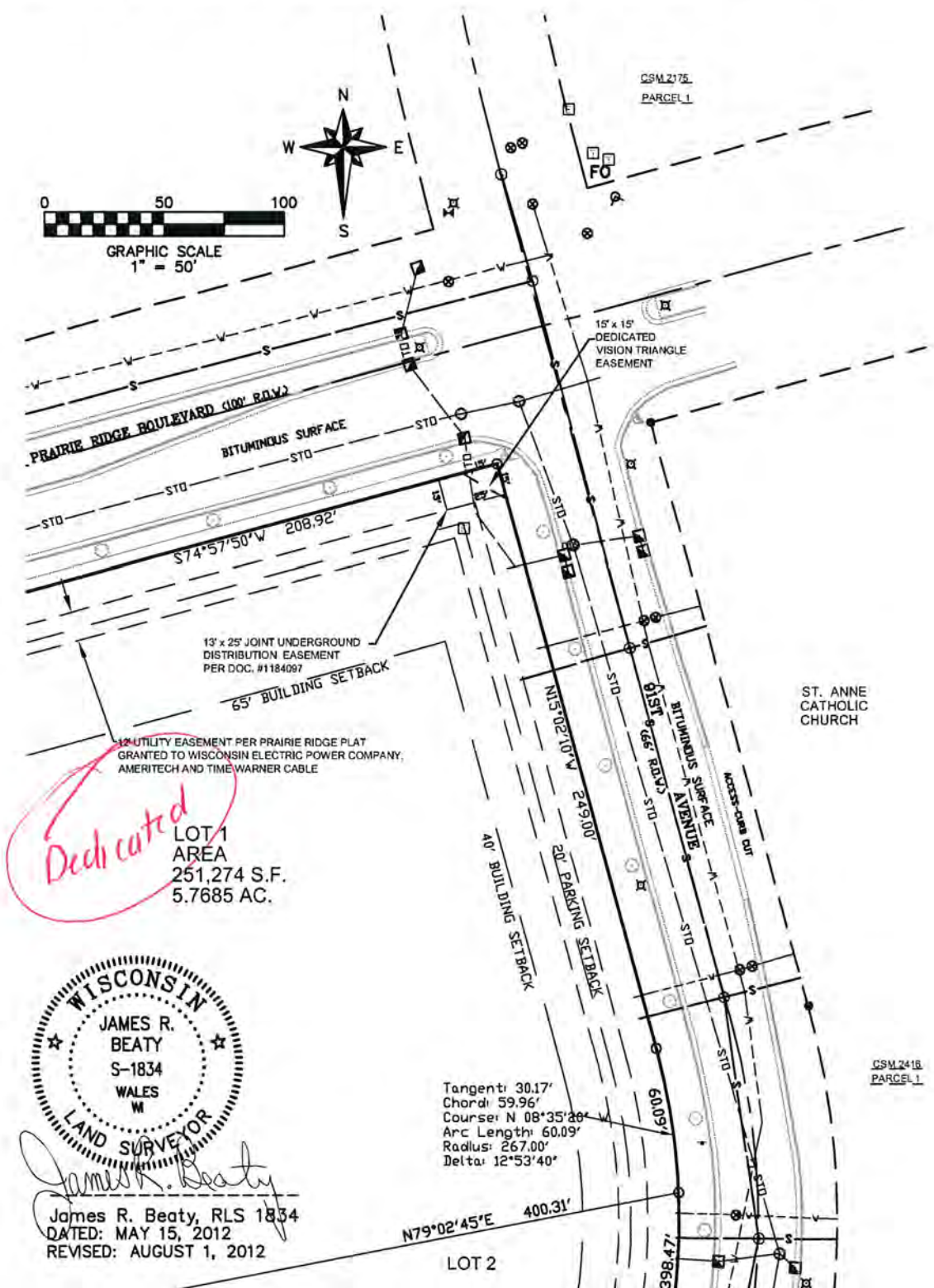
*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: MAY 15, 2012  
REVISED: AUGUST 1, 2012



PRELIMINARY PENDING  
AUTHORITIES APPROVALS

CERTIFIED SURVEY MAP NO -

Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.



*Dedicated*  
LOT 1  
AREA  
251,274 S.F.  
5.7685 AC.

WISCONSIN  
JAMES R. BEATY  
S-1834  
WALES  
W  
LAND SURVEYOR

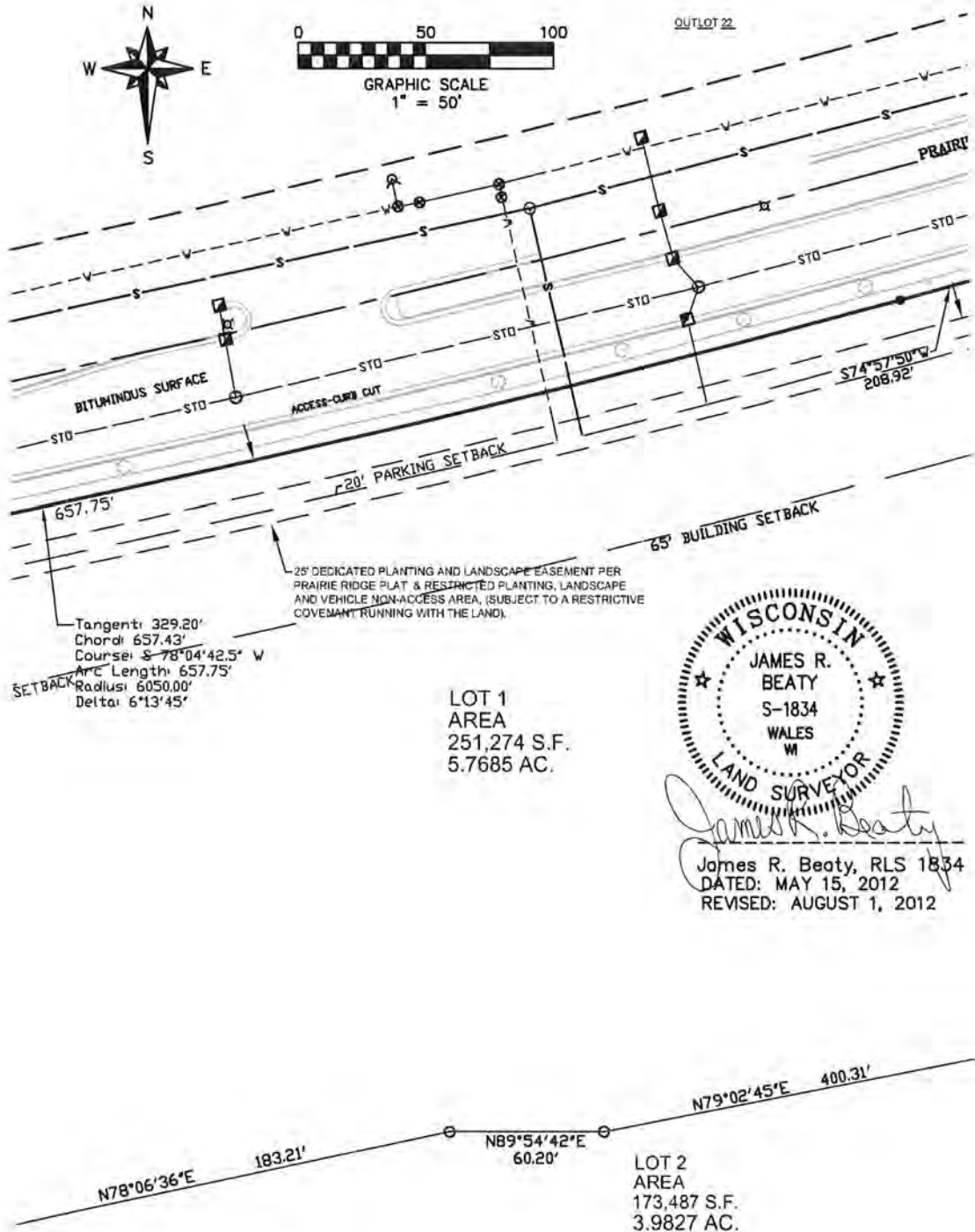
*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: MAY 15, 2012  
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Tangent: 30.17'  
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PRELIMINARY PENDING  
AUTHORITIES APPROVALS

CERTIFIED SURVEY MAP NO - \_\_\_\_\_

Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.



CERTIFIED SURVEY MAP NO - \_\_\_\_\_

Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

DEDICATION AND EASEMENT LANGUAGE

1. DEDICATED DIGITAL SECURITY IMAGING SYSTEM (DSIS) ACCESS EASEMENT

The Owner/Land Divider, Lexington Homes, LLC., hereby dedicates, gives, grants and conveys to the Village of Pleasant Prairie (the Village), its contractors and agents, a perpetual, non-exclusive, rent-free, access and maintenance easement ~~over and through the exterior of the improvements located on that portion of~~ Lots 1 and 2 on this Certified Survey Map (CSM) for the installation, maintenance, and use of said Digital Security Imaging System (DSIS), related electrical work and internet access and to a secured areas generally located as described in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties. All utility lines shall be located underground to the extent possible. The Owner shall be responsible for the installation, maintenance, and use of said DSIS, related electrical work as described in the DSIS Security Agreement. The Owner shall provide heat, electricity and internet services to the DSIS system, at the Owner's cost, so as to continuously maintain the operation of the DSIS as provided in the Agreement. Notwithstanding such access easement, the Village shall have no obligation to exercise its rights under this easement.

*over*  
*)?*  
*in a separate, secured room,*

2. DEDICATED PLANTING AND LANDSCAPE EASEMENT

Nonexclusive easements co-extensive with each area shown on this CSM as a Dedicated Planting and Landscape Easement were dedicated, give, granted and conveyed per the Prairie Ridge Plat to the Village for the purposes of planting and installing trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. In the event of any conflict between the rights of the Owner and the rights of the Village or other Easement holder entities with respect to the Dedicated Planting and Landscape Easement, the Village's rights under this easement shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Owner shall be responsible for all costs associated with the of planting and installing trees, shrubs and other landscape elements and all related grading, replacement and maintenance activities within these nonexclusive easement areas.

3. DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT

A perpetual nonexclusive blanket easement coextensive with the property and shown as a Dedicated Storm Water Management, Access and Maintenance Easements on this CSM is hereby dedicated, given, granted and conveyed by the Owner to the Village for private storm water purposes and system improvements, ponds, mains and connections, drainage uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacement, plantings and maintenance activities to serve the Development. This Dedicated Storm Water Management, Access and Maintenance Easement 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 above-ground planting, care and parking lot and other maintenance responsibilities of the easement area which are obligations of the Owner of the Lot(s) and which does not interfere with the improvements, uses and purposes of the Village as it relates to this easement; and (3) such parking lots, driveways, curbs and gutters, gates, sidewalks, signage, lighting, landscaping, landscape islands or other uses of the easement areas as approved by the Village. In the event of any conflict between the rights of the Owner and the rights of the Village or other Easement holder entities with respect to the Dedicated Storm Water Management, Access and Maintenance Easement, the Village's rights under this easement shall be deemed to be superior. Notwithstanding such easement, the Village shall have no obligation to exercise its rights under this easement. The Owner shall be responsible for all costs associated with the construction and maintenance of the private storm water improvements contained within this nonexclusive easement area.

cont'd on page 15

*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: May 15, 2012  
REVISED: August 1, 2012



CERTIFIED SURVEY MAP NO -

Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

4. DEDICATED UTILITY EASEMENT

A perpetual easement co-extensive with each area shown on this CSM as a Dedicated Utility Easement were dedicated, given, granted and conveyed per the Prairie Ridge Plat to Wisconsin Electric Power Company, Ameritech 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 shown on this CSM (and any lots subsequently divided from any such Lot with the approval of the Village) in accordance with the Village-approved plans and for any related ingress and egress. To the extent possible, all such utility and communication lines and facilities shall be installed underground. These utility easements specifically include the right to trim or cut trees, brush or roots as may be reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. These utility easements shall be exclusive, except for: 1) the corresponding utility easements dedicated herein to the other Utility and Communications Grantees; 2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; and 3) such use, planting, care and maintenance of the easement areas by the Owner of the Lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Utility and Communications Grantees. No ~~private~~ buildings or structures shall be placed within the utility easement areas by the Owner of the Lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Utility and Communication Grantees. In the event of any conflict between the rights of the Utility and Communication Grantees pursuant to the utility easements with respect to the Dedicated Utility Easement areas and the rights of the Village in such areas, the rights of the Village shall be deemed to be superior except with respect to matters relating to landscaping.

*that will*

5. DEDICATED VISION TRIANGLE EASEMENT

Perpetual nonexclusive easements co-extensive with the areas shown as 15' x 15' Dedicated Vision Triangle Easements on Lots 1 and 2 of this CSM are hereby dedicated, given, granted, and conveyed by the Owner to the Village to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, retaining walls, vehicular parking, vegetation and shelters within the 15'x15' Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless expressly approved in writing by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

*street trees, street lights, off site storm water*

*\* => add AP's describing obligation pursuant to the Prairie Ridge Commercial Declarations & Restrictions*

*\* => add cross access easements between Lots 1 & 2 (blanket)*

*for all access roadways in development and access of lot 2 to amenities on lot 1*

*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: May 15, 2012  
REVISED: August 1, 2012



**CERTIFIED SURVEY MAP NO -**

Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN) (SS  
COUNTY OF MILWAUKEE)

I, James R. Beaty, Registered Land Surveyor, do hereby certify that at the direction of the Owner(s), I have made this survey land division and map, Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said land being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin. Outlot 15 containing 424,760 s.f. (9.7511 acres) more or less of land.

Subject to easements and restrictions of record.

That I have made this survey, land division and map by the direction of Cobblestone Creek Apartments LLC, Owner(s) of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

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

**NOTES:**

Parcel legal description and exceptions shown per title policy issued by Knight Barry Title Insurance Company File Number K611587 effective date of April 13, 2012 at 8:00am.

The subject property lies within flood Zone 'X' - (Areas determined to be outside of the 0.2% annual chance flood.), as identified on FEMA Community Panel # 550613 0010 B for the Village of Pleasant Prairie, Kenosha County, Wisconsin.

PREPARED FOR (CLIENT):  
ONE SOURCE CONSULTING  
CRAIG DONZE, PE  
11805 W. HAMPTON AVE.  
MILWAUKEE, WI 53225

PREPARED BY:  
HORIZON LAND DEVELOPMENT SERVICES, LLC  
JAMES R. BEATY, RLS PLS  
W313 S2562 PENNY LN.  
WALES, WI 53183  
1-262-349-1575  
www.horizonlanddevelopmentservices.com



**VICINITY MAP**

*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: May 15, 2012  
REVISED: August 1, 2012



CERTIFIED SURVEY MAP NO - \_\_\_\_\_

Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Cobblestone Creek Apartments 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 this plat to be surveyed, divided and mapped as represented on this plat.

Cobblestone Creek Apartments LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Village of Pleasant Prairie

IN WITNESS WHEREOF, the said Cobblestone Creek Apartments LLC, has caused these presents to be signed by Jeffrey M. Marlow, its \_\_\_\_\_, and countersigned by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_ Wisconsin, and its corporate seal to be hereunto affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:

Cobblestone Creek Apartments LLC  
Corporate Name

\_\_\_\_\_  
Jeffrey M. Marlow Title

Countersigned: \_\_\_\_\_  
Title

STATE OF WISCONSIN)  
SS  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Jeffrey M. Marlow, \_\_\_\_\_, 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 instrument as such officers as the deed of said corporation, by its authority. (Notary Seal) \_\_\_\_\_ Notary Public, \_\_\_\_\_, Wisconsin  
My commission expires \_\_\_\_\_.

*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: May 15, 2012  
REVISED: August 1, 2012



PRELIMINARY PENDING  
AUTHORITIES APPROVALS

CERTIFIED SURVEY MAP NO - \_\_\_\_\_

Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

VILLAGE PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Thomas W. Terwall  
Chairman of Village Plan Commission

VILLAGE BOARD APPROVAL

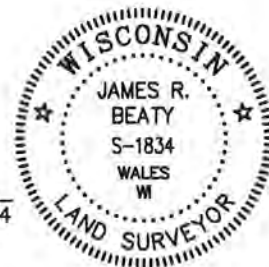
Resolved that this Certified Surtvey Map, Being a redivision of Outlot 15, Prairie Ridge, a recorded subdivision plat. Outlot 15 Being also a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian. Said lands being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.,

is approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
John P. Steinbrink, Village President

\_\_\_\_\_  
Jane M. Romanowski, Village Clerk

*James R. Beaty*  
James R. Beaty, RLS 1834  
DATED: May 15, 2012  
REVISED: August 1, 2012



*OPERATING AGREEMENT*

*of*

**COBBLESTONE CREEK APARTMENTS, LLC**

*a Wisconsin limited liability company*



THIS OPERATING AGREEMENT is made and entered into as of, 5/21/12

By and between JEFFREY T. MARLOW, MICHELLE L. STIMPSON and GREGORY T. WELLS (the "Members") of COBBLESTONE CREEK APARTMENTS, LLC a Wisconsin limited liability company, for the purposes of providing the rights, obligations and restrictions as set forth in this Operating Agreement with the force and effect of an operating agreement as provided for in The Wisconsin Limited Liability Company Law (the "WLLCL"), and JEFFREY T. MARLOW (the "Organizer"), solely for the purposes of making the acknowledgment at the end of the Operating Agreement.

In consideration of the mutual promises made in this Operating Agreement, the parties agree to manage and operate the Company pursuant to this Operating Agreement as follows:

#### ARTICLE 1

##### *General Provisions*

Section 1.1 *Name*, The name of the company is COBBLESTONE CREEK APARTMENTS, LLC.

Section 1.2 *Registered Office and Agent*,

- (a) Initial Office and Agent, The principal place of business of the Company and the Company's Registered Office shall initially be 1300 N. Kimps Court, Green Bay, Wisconsin, 54313 and the Company's initial Registered Agent shall be JEFFREY T. MARLOW
- (b) Changes, A subsequent Managing Member shall be the new Registered Agent and shall change the Registered Office, if appropriate, if the then-current Managing Member resigns or is removed or the Managing Member determines to make such an appointment or change.
- (c) Filing on Change, upon the appointment of a new Registered Agent or the change of the Registered Office, the Managing Member shall file or cause the filing of the document required by section 183.0105 of the WLLCL as appropriate to the circumstances.

*Article 2*

*Capital*

*Section 2.1 Capital Contributions,* The equity of the Company shall be divided into Percentage interests (the "Percentage Interests") based on the relative capital contributions made by The Members, as set forth opposite their names below:

<u>Member</u>	<u>Contribution</u>	<u>Interest</u>
JEFFREY T. MARLOW	\$ _____	80%
MICHELLE L. STIMPSON	\$ _____	10%
GREGORY T. WELLS	\$ _____	10%

*Section 2.2 Additional Capital*

- (a) Contributions, In addition to the initial capital contributions required by Section 2.1, each Member shall be obligated to make additional capital contributions as called for by the Managing Member to meet approved operating expenses and cover payments on approved indebtedness of the LLC. Additional capital contributions for any other purpose shall be approved by affirmative vote. All additional capital contributions shall be made on a pro rata basis based on the Members' Percentage Interests and within ten (10) days after the Members have received notice thereof from the Managing Partner. The Managing Member shall call for additional capital contributions based upon the estimate of all costs, expenses or changes with respect to operation of the Company, less expected revenues from such operations.
- (b) Borrowed Funds, Each Member shall be severally liable for his or her pro rate share (based on the Member's Percentage Interest) of (1) any indebtedness of the Company for which recourse may be had by the lender against any Member as a result of a guarantee or similar undertaking and (2) any indebtedness of the Company owed to any Member, regardless of the origins of the indebtedness. If any Member (1) is compelled to make a payment on any indebtedness of the Company in excess of the Member's pro rata share or (2) is unable to collect the entire amount owed to the Member by the Company under any indebtedness to him or her, the other Members shall reimburse the Member entitled to reimbursement upon demand based on their respective pro rata shares. The provisions of this Section 2.2 (b) may only be enforced by the member entitled to reimbursement under this Section 2.2 (b)

*Article 3*  
*Distributions*

*Section 3.1 Tax Distributions.*

- (a) Current Tax Distributions. To the extent permitted by law and consistent with the Company's obligations to its creditors as determined by the Managing Member, and unless otherwise determined by Affirmative Vote (determined pursuant to section 6.2 below), the Company shall make distributions ("Tax Distributions") on or before January 15, April 15, June 15, and September 15 (the "Tax Distributions Dates") of any given Fiscal Period (as defined in Article 11 below). The aggregate amount of the Tax Distribution made with respect to any given Tax Distribution Date shall be the product of (1) the Company's estimated federal taxable income, calculated by the Managing Member under the provisions of the Internal Revenue Code (the "Code") as though the Company were an individual all of whose gross income and expenditures were attributable to a trade or business regularly carried on, for the portion of the Fiscal Period commencing on the first day of the calendar month that includes the immediately previous Tax Distribution Date and ending on the last day of the calendar month immediately preceding the Tax Distribution Date, multiplied by (2) the Net Tax Rate (as defined in Section 3.1 (c) below). The aggregate amount of each Tax Distribution shall be distributed to the Members in proportion to their Percentage Interests.
- (b) Additional Tax Distributions. In the event any income tax return of the Company, as a result of an audit or otherwise, reflects items of income, gain, loss, or deduction that are different from the amounts estimated pursuant to Section 3.1 (a) above with respect to the Fiscal Period of the return in a manner that results in additional income or gain of the Company being allocated to Members, an additional Tax Distribution shall be made under the principles of Section 3.1 (a) above, except that (1) the last day of the calendar month in which the adjustment occurs shall be treated as a Tax Distribution Date, and (2) the amount of the additional income or gain shall be treated as the Company's federal taxable income.

- (c) Net Tax Rate. For the purposes of this Section 3.1, Net Tax Rate means:
- (i) With respect to current Tax Distributions made pursuant to Section 3.1 (a) above, 44% as adjusted from time to time by the taxes imposed on resident individuals of Wisconsin, assuming state and local income taxes are fully deductible; or
  - (ii) with respect to additional Tax Distributions made pursuant to Section 3.1 (b) above, such rate as is determined by the Managing Member, taking into consideration the taxable year to which the additional Tax Distribution relates, the jurisdictions to which income taxes may be owing with respect to the income or gain under consideration, and any interest or penalties to be paid with respect to the income or gain under consideration.

*Section 3.2 Current Distributions.* At such times and in such form as determined by Affirmative Vote, current distributions shall be made to the Members in proportion to their Percentage Interests.

*Section 3.3 Liquidating Distribution.* In the event the Company is liquidated pursuant to Article 9 below, the assets to be distributed pursuant to Section 9.4 (c) below shall be distributed to the Members in proportion to their Percentage Interests.

#### *ARTICLE 4*

##### *Allocation of Profits and Losses*

*Section 4.1 Profits and Losses.* Except as provided below in this Article 4, items of income, gain, loss, or deduction of the Company shall be allocated among the Members in proportion to their Percentage Interests. Such items shall be determined on a daily, monthly, or other basis, as determined by the Managing Member using any permissible method under section 706 of the Code and the Treasury Regulations under that section.

*Section 4.2 Tax Allocations.* The following special allocations shall be made in the following order:

- (a) Imputed Interest. To the extent the Company has interest income or deductions with respect to any obligation of or to a Member pursuant to section 483, sections 1271-1288, or section 7872 of the Code, such interest income or deductions shall be specially allocated to the Member to whom the obligation relates.
- (b) Capital Contributions. In accordance with section 704 (c) of the Code and

the Treasury regulations under that section, income, gain, loss or deduction with respect to any capital contribution shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its value.

- (c) Elections. Any elections or other decisions relating to such allocations shall be made by the Managing Member in any manner that reasonably reflects the purpose and intent of this Operating Agreement. Allocations pursuant to this Section 4.2 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any capital account, share of income, gain, loss, or deduction, or distribution pursuant to any provision of this Operating Agreement.
- (d) Income Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this Article 4 and agree to be bound by the provisions of this Article 4 in reporting their shares of income and loss for income tax purposes.

## ARTICLE 5

### *Managing Member*

*Section 5.1 Qualification, Number and Appointment.* The Managing Member shall be a Member chosen by Affirmative Vote. The number of Managing Members shall be one except as otherwise provided by Affirmative Vote. The initial Managing Member shall be Jeffrey T. Marlow.

*Section 5.2 Term.* Unless otherwise provided by Affirmative Vote, a person shall cease to be Managing Member upon the earliest to occur of any of the following: (1) the Member's voluntary resignation effective as of the prospective date provided in a written notice from the Member to the Company; (2) the Managing Member's removal as such by Affirmative Vote; or (3) The Member's Dissociation (as defined in Section 9.1 (a) below) from the Company for any reason.

Section 5.3 *Authority and Powers of Managing Member.*

- (a) Authority. Except to the extent this Agreement requires an action to be taken with an Affirmative Vote, the Managing Member for, in the name of, on behalf of, and at the expense of the Company, is authorized to do on the Company's behalf all ministerial acts to carry out the Company's business in its ordinary course, including, but not limited to, the right to:

- (i) buy, sell, lease Company property that does not represent a Material part of the Company's aggregate property;
  - (ii) pursuant to a budget approved by Affirmative Vote, borrow money and procure temporary, permanent, conventional, or other financing or refinancing on such terms and conditions, at such rates of interest, and from such parties as are approved, and, if security is required for the loan, to mortgage or subject to another security interest the Company assets;
  - (iii) insure the Company's activities and property;
  - (iv) pursuant to a budget approved by Affirmative Vote, enter into contracts or agreements with persons for routine matters of operation, and pay from the Company's funds the consideration required under such contracts or agreements;
  - (v) pay out the Company's funds all fees and expenses incurred in the organization of the Company, as well as all operating expenses;
  - (vi) perform all other acts or activities customary or incident to the routine and day-to-day operation of a business such as that conducted by the Company;
  - (vii) establish and maintain books and records for the Company;
  - (viii) appoint a new Registered Agent or change the Registered Office pursuant to Section 1.2 above; and
  - (ix) retain attorneys, accountants, and other professionals, in the course of the performance of his duties and the exercise of his powers.
- (b) Certificate of Authority. Any person dealing with the Company or the Managing Member may rely on a certificate signed by the Managing Member as to:
- (i) the identity of the Members and Managing Member
  - (ii) the existence or non-existence of any fact or facts that constitute a condition precedent to acts by the Managing Member or any other Matter germane to the Company's affairs;
  - (iii) the persons who are authorized to execute and deliver any instrument or document on the Company's behalf; or
  - (iv) any act or failure to act by the Company or the Members or as to any other matter whatsoever involving the Company or any Member.
- (c) No Other Representatives. Only the Managing Member has the right, power, and authority to execute documents on behalf of and in the name of the Company except as actually authorized by Affirmative Vote, and no person

shall be obligated to inquire into the authority of the Managing Member to bind the Company.

*Section 5.5 Duties and Obligations of Managing Member.*

- (a) Operations. The Managing member shall take all action that may be necessary or appropriate (1) for the Company's day-to-day operation and business in accordance with the provisions of this Operating Agreement and applicable laws and regulations, and (2) for the continuation of the Company's valid existence as a limited liability company under the WLLCL.
- (b) Time. The Managing Member shall devote to the Company such time as the Managing Member deems necessary for the proper performance of his or her duties under this Operating Agreement, but the Managing Member shall not be required to devote his or her full time or any specific amount of time to the performance of those duties.
- (c) Tax Returns. The managing Member shall prepare or cause to be prepared and shall file on or before the due date (or any extension of the due date) any federal, state, or local tax returns required to be filed by the Company. The Managing Member shall cause the Company to pay any taxes payable by the Company out of Company funds. In the event a "tax matters partner," as defined for purposes of the Code, is required hereafter the Members agree to appoint such a Member by affirmative vote.

*Section 5.6 Effect of Withdrawal.* If a Managing member ceases to be a Managing Member for any reason, the remaining Managing member or Managing Members, if any, shall continue to act as such unaffected by the withdrawal. If the Company at any time lacks a Managing Member, the Members shall conduct the Company's business affairs by Affirmative Vote unless and until the members appoint a substitute Managing Member by Affirmative Vote. The lack of a Managing Member shall not cause a dissolution or termination of the Company.

*Section 5.7 Limitation on Liability of Managing Member; Indemnification.* No Managing Member shall be liable, responsible, or accountable in damages or otherwise to the Members for any act or omission pursuant to the authority granted to the Managing Member by this Operating Agreement if the Managing Member acted in good faith and in a manner he or she reasonably believed to be within the scope of the authority granted to him or her by this Operating Agreement and in the best interests, of the Company, provided that the Managing Member shall not be relieved of liability in respect of any claim, issue, or matter as to which the Managing Member shall have been finally adjudicated to have violated section 183.0402 of the WLLCL. Subject to this limitation in the case of any such judgment of

liability, the Company shall indemnify and allow expenses to the Managing Member to the fullest extent permitted or required by section 183.0403 of the WLLCL.

*Section 5.8 Expenses.* All reasonable and customary out-of-pocket expenses incurred by the Managing Member in connection with the Company's business shall be paid by the Company or be reimbursed to the Managing Member by the Company.

*Section 5.9 Actions by Managing Member.* Management decisions by the Managing Member are made in his or her role as proxy of the other Members and not solely in his or her role as a Member. acts by the Managing Member involving persons other than Members are taken in his or her role as an agent of the Company.

## ARTICLE 6

### *Actions by Members*

*Section 6.1 Manner of Acting.* Any authority not specifically delegated to the Managing Member acting unilaterally pursuant to Article 5 above shall be reserved to the Members acting by an Affirmative Vote. actions and decisions requiring an Affirmative Vote may be authorized or made either by vote of the Members or by unanimous written consent of the Members without a meeting. Any act taken by Affirmative Vote shall be implemented by the person or persons so authorized.

*Section 6.2 Determination of Affirmative Vote.* An Affirmative Vote requires either the consent at a meeting by Members holding Percentage Interests totaling at least 75% of the Percentage Interests entitled to vote, or a written consent signed by all Members entitled to vote. No person other than a Member may challenge an act taken by the Company based on the failure to obtain the requisite Affirmative Vote, and any act by the Company with respect to a third party having no actual knowledge of such failure shall be binding against the Company.

*Section 6.3 Voting.* Each Member attending a meeting shall vote his or her entire Percentage Interest or abstain as to any given issue. Notwithstanding the foregoing, any Member abstaining from voting on a given issue will be deemed to have voted his or her Percentage Interest in the same manner and in the same proportions as the Members not abstaining on the issue. Any Member having a personal stake, other than the economic stake inuring to the member solely as a result of holding his or her Percentage Interest, in the outcome of an issue, including but not limited to a personal stake as a Transferor (as defined in Section 7.2 (a) below), shall abstain from voting on the issue unless all Members have such a personal stake.

*Section 6.4 Meetings.* Any Member may call a meeting to consider approval of an action or decision under any provision of this Operating Agreement by delivering to each other member notice of the



time and purpose of the meeting at least 24 hours before the meeting. A Member may waive the requirement of notice of a meeting either by attending the meeting or executing a written waiver before or after the meeting. any such meeting shall be held during the Company's normal business hours at its principal place of business unless all of the other Members consent in writing or by their attendance at the meeting to its being held at another location or time.

*Section 6.5 Emergency Actions.* Notwithstanding any other provisions of this Article 6, if Members who could authorize action or decision at a duly called meeting reasonably determine, in writing, that the Company is facing a significant business emergency that requires immediate action, those Members may, without complying with generally applicable procedures for meetings or actions by unanimous consent, authorize any action or decision that they deem reasonably necessary to allow the Company to benefit from a significant opportunity or to protect the Company from significant loss or damage, provided that they make reasonable efforts under the circumstances to contact and consult all Members concerning the action or decision and the reason why the action or decision must be made without observing generally applicable procedures.

*Section 6.6 Records.* The Company shall keep written records of all actions taken and votes made by the Members, which records shall be kept and maintained by the Managing Member.

Any Member alleging that the requisite Affirmative Vote was not duly given has the burden of proof as to the validity of that Vote. Written records kept pursuant to this Section 6.6 of a meeting at which an Affirmative Vote was given as to an issue shall be prima facie proof of the validity of the Vote, if notice of the issue to be Discussed at the meeting was duly given or waived pursuant to Section 6.4 above.

*Section 6.7 Restriction on Members.* No Member, in his or her capacity as such, shall have the authority to act for the Company in any matter. This Section 6.7 constitutes a restriction on the Member's management rights and duties to the extent such rights and duties have been delegated to the Managing Member (in his or her role as such) as proxy of the Members.

## ARTICLE 7

### *Transfer of Percentage Interests*

*Section 7.1 General Restrictions on Transfers.* A Member may not sell, give, assign, bequeath, pledge, or otherwise encumber, divest, dispose of, or transfer ownership or control of all, any part, or any interest in, whether voluntarily or by operation of law, either inter vivos or upon death ("Transfer") the Member's Percentage Interest to any person (a "Transferee") other than the Company or another Member, except in accordance with the terms of this Operating Agreement. Any Transfer, attempted Transfer, or purported Transfer in violation of the terms and conditions of this Operating Agreement shall be null and void.

*Section 7.2 Permitted Transfers.*

- (a) Notice of Transfer. Except in the case of an Involuntary Transfer pursuant to Section 7.3 below, any Member who proposes to Transfer his or her Percentage Interest (a "Transferor") shall send written notice to the Company prior to any proposed Transfer stating the portion of the Percentage Interest proposed to be Transferred; the name and address of the prospective transferee; the date on which the Transfer is to occur (which date shall not be less than 120 days after the date of the Notice of Transfer); and the sale price, the terms of payment, and the other material terms and conditions of the proposed Transfer (a "Notice of Transfer"). The Managing Member shall deliver a copy of each Notice of Transfer to each other Member promptly upon receipt of the Notice, Which when delivered shall constitute valid notice under Section 6.6 above of the Transfer and the Member's rights with respect to the proposed Transfer. The Notice of transfer shall constitute an offer ("Offer") to sell the Percentage Interest identified in the Notice of Transfer at the same price and on the same terms of payment specified in the Notice of Transfer; provided, however, that in the case of any transfer for consideration other than cash, or a proposed transfer without a stated price, including a proposed gift, the noncash consideration shall be substituted by cash equal to the fair market of the noncash consideration. If the parties disagree regarding the cash equivalent of any component of the price to be paid as noncash consideration, the cash equivalent shall be determined by the Company's certified public accountant at the time of the valuation.
- (b) Option to Purchase Within the thirty (30) day period commencing on the date of the receipt of the Notice of Transfer, the Company shall, upon Affirmative Vote exclusive of the Percentage Interest of the Transferor, either reject or accept the Offer as to all or any portion of the Percentage Interest offered for sale by written notice to the Transferor during the thirty (30) day period.
- (c) Failure of Exercise. If the Company does not accept the Offer with respect to all of the Percentage Interest being offered within such thirty (30) day period, then the Managing Member shall call a meeting of all members, other than the Transferor, by giving ten (10) days notice thereof to the Members entitled thereto (the "Offeree Members"). Such meeting shall be held not less than fifteen (15) days nor more than thirty (30) days after the expiration of the thirty (30) day period during which the Offer may be accepted by the Company. The Managing Member shall make successive Offers to the Percentage Interest, or portions thereof not accepted by the Company, to those Offeree Members present or legally represented in accordance with the procedures of Section 7.2 (d) below. Such successive Offers shall continue until either the entire Percentage Interest so offered is

accepted or until it is determined by successive offerings that the entire Percentage Interest so offered will not be accepted.

- (d) Procedure At Meeting. At the meeting called in accordance with Section 7.2(c) above, the Managing Member shall offer the portion of the Percentage Interest not accepted by the Company to the Offeree Members, who are present and legally represented at the meeting, in the following manner:
- (i) The Managing member shall offer to each Offeree Member present or legally represented and each may accept, only that percentage of the Percentage Interest offered for sale not accepted by the Company as the Percentage Interest of such Offeree Member bears to the Percentage Interests of all Offeree Members present or legally represented.
- (e) Transfer to Third Party. If the Offer is not accepted by the Company and the Offeree Members with respect to the entire Percentage Interest offered for sale, then the Transferor may Transfer such nonaccepted Percentage Interest pursuant to this Section 7.2 (e), at which time the Transfer will be effective and the Transferee will be considered a Member.
- (i) The Transferor may Transfer all (but not less than all) of the nonaccepted Percentage Interest identified in the Notice of Transfer to the third party designated in the Notice of Transfer at the same price and on the same terms of payment specified in the Notice of Transfer, provided that the Transfer is made within 120 days after the date of the Notice of Transfer.
  - (ii) The Transferee must, as part of the closing of the Transfer, sign a counterpart To this Operating Agreement, agreeing for the benefit of the other Members To be bound by this Operating Agreement to the same extent as if the Transferee had been an original party to the Operating Agreement as a Member.
  - (iii) The Transfer must, as part the closing of the Transfer, take all actions and execute all instruments required by the Company in order for the Transfer to comply with any applicable federal or state laws and regulations relating to the Transfer of Percentage Interests or with this Operating Agreement.
  - (iv) The spouse, if any, of the Transferee must, as part of the closing of the Transfer, execute a spousal consent and acknowledgement in a form satisfactory to the Company.

- (f) Failure of Sale. If the Percentage Interest described in the Notice of Transfer is not Transferred within the applicable periods and in accordance with the foregoing provisions of this Section 7.2, the Percentage Interest shall again be subject to the restrictions of this Article 7.

*Section 7.3 Involuntary Transfer.* An Involuntary Transfer to a person other than the Company or another member will be effective only after the applicable provisions of this Section 7.3 have been complied with. The creditor, receiver, trust or trustee, estate, beneficiary, or other person to whom a Percentage Interest is Transferred by Involuntary Transfer (the "Involuntary Transferee") will have only the rights provided in this Section 7.3. Involuntary Transfer means any Transfer of a Percentage Interest by operation of law or in any transaction, proceeding, or action, including a Transfer resulting from the dissociation of a Member; by or in which a Member would, but for the provisions of this Section 7.3, be involuntarily deprived or divested of any right, title, or interest in or to the Member's Percentage Interest, including, without limitation, (1) a Transfer on death or bankruptcy, (2) any foreclosure of a security interest in the Percentage Interest, (3) any seizure under levy of attachment or execution, or (4) any Transfer to a state or to a public office or agency pursuant to any statute pertaining to escheat or abandoned property of forfeiture.

- (a) Notice to Company. The Transferor and the Involuntary Transferee shall each immediately deliver a written notice to the Company describing the event giving rise to the Involuntary Transfer; the date on which the event occurred; the reason or reasons for the Involuntary Transfer; the name, address, and capacity of the Involuntary Transferee; and the Percentage Interest involved (a "Notice of Involuntary Transfer"). The Notice of Involuntary Transfer shall constitute an offer (the "Offer") to sell the Percentage Interest identified in the Notice for an amount equal to the book value of the Percentage Interest, calculated as of the calendar month immediately preceding the date of the Involuntary Transfer, which shall be payable pursuant to the terms of payment set forth in the applicable provisions of Section 7.8 below, Book Value shall be the net equity of the Company, allocated proportionately among the Percentage Interests at the effective time of determination adjusted for the fair market value of the real estate as agreed upon by the parties, but if no agreement is made, then as determined by the Company's certified public accountant at the time of the valuation.
- (b) Option to Purchase. Within the 90-day period commencing on the date of the receipt of the Notice of Involuntary Transfer, the Company shall either reject or accept the Offer by written notice to the Involuntary Transferee during the 90-day period.
- (c) Failure to Exercise. If the Company does not accept the Offer or fails through no fault Of the Transferor or Involuntary Transferee to close the Transfer within the applicable time period pursuant to Section 7.3 (b) above, the Involuntary Transfer shall become effective. The Percentage Interest Transferred to an Involuntary Transferee pursuant to this Section 7.3 (c) shall be considered in all respects a Percentage Interest held by the

Member from whom it was Transferred for purposes of this Operating Agreement  
Other than Article 3 and 4 above, the nonmanagement provisions of which will apply  
To the Involuntary Transferee as though he or she held the Percentage Interest.  
Except as otherwise provided in this Operating Agreement, any actions that a Member  
Takes or would be entitled to take with respect to a Percentage Interest, including without  
Limitation votes, consents, offers, sales, purchases, options, or other deeds taken pursuant  
To this Operating Agreement, shall be taken by the Member for the Involuntary Transferee  
With respect to the Percentage Interest held by the Involuntary Transferee. This Section 7.3 (c)  
Shall constitute an irrevocable and absolute proxy and power of attorney (the proxy and power  
Being coupled with an interest) granted by each Involuntary Transferee to the Member to (1)  
Take such actions on behalf of the Involuntary Transferee without any further deed than the  
Taking of the action by the member, and (2) sign any document or instrument evidencing such  
Action for or on behalf of the Involuntary Transferee relating to the Percentage Interest held  
By the Involuntary Transferee.

*Section 7.4 Voluntary Withdrawal.* Each member has the power to voluntarily withdraw from the  
Company by giving notice to the Company at least 60 and no more than 120 days before the effective date of the  
Withdrawal. On the effective date of the withdrawal the Company shall redeem all of the Percentage Interest held  
by the Member and any Involuntary Transferee to whom the Member has Transferred a Percentage Interest. The  
redemption price for the Percentage Interest shall be an amount equal to the Book Value of the Percentage Interest,  
calculated as of the last day of the calendar month immediately preceding the date of the redemption, which shall be  
payable pursuant to the terms of payment set forth in the applicable provisions of Section 7.9 below.

*Section 7.5 Deadlock.* In the event there is a deadlock in the vote of the membership of the Company  
At any time and said deadlock continues for three (3) continuous votes of the Members of the Company, a  
Member group who all voted the same on said issue (the "Offering Group") may, at any time, deliver a written  
notice (the "Offer") to the remaining Members offering to either purchase all of the Percentage Interest owned  
at the time of such notice by the remaining Members or to sell all of the Percentage Interest owned at the time  
of such Offer by the Offering Group. The Offer shall contain the proposed purchase price and the terms and  
conditions of the proposed purchase or sale, with the price for the Percentage Interest and the other terms and  
conditions being the same for both the proposed purchase and the proposed sale. Within thirty (30) days of the  
of delivery of the Offer, the remaining Members shall deliver written notice to the Offering Group and shall either  
(i) agree to sell all of the Percentage Interest then owned by the remaining Members to the Offering Group at the  
purchase price and upon the terms and conditions stated in the Offer; or (ii) agree to purchase all of the Percentage  
Interest owned by the Offering Group at the time of the Offer at the purchase price and upon the terms and  
conditions contained in the Offer. If the remaining Members fail to notify the Offering Group by providing the  
written notice described in the previous sentence, the remaining Members shall be deemed to have elected to sell

Their Percentage Interest to the Offering Group at the price and upon the terms and conditions contained in the Offer. All purchases by the Members shall be in proportion to their current ownership in the Company unless the Members agree among themselves on a different allocation.

*Section 7.6 Marital or Community Property and Divorce.*

- (a) Marital or Community Property Rights. For purposes of this Operating Agreement, any reference to a Percentage Interest shall include all interests in the Percentage Interest now or hereafter acquired by the spouse of a Member or Transferee as a result of (1) community or marital property during marriage, (2) a property division or other award or Transfer upon dissolution of marriage, (3) community or marital property, deferred marital property, or an augmented marital property estate, or (4) any allowance or assignment of property under provisions of any applicable community or marital property law. The creation of an interest in a Percentage Interest by operation of any applicable community or marital property law shall not be deemed to be a Transfer so long as the Percentage Interest in which an interest is created continues to satisfy the following two conditions:
- (i) the Percentage Interest is registered in the name of the Member or Transferee; and
  - (ii) the Percentage Interest is controlled by the Member or Transferee.
- (b) Option to Purchase. If the conditions set forth in either of Section 7.6 (a)(i) or 7.6 (a) (ii) above cease to be satisfied for any reason (including, without limitation, the death of the spouse of the Member or Transferee or the dissolution of marriage), the resulting transfer shall be considered an Involuntary Transfer subject to the provisions of Section 7.3 above.
- (c) Member to Vote. Each Member shall vote with respect to all matters that come before the Members until the Transfer, if any, of the Percentage Interest to the Member's spouse pursuant to Section 7.6 (b) above. By signing a spousal consent and acknowledgement, if a spouse is married to a Member at the time he or she becomes a Member, or by becoming the spouse of a Member, the spouse, without further act or deed, grants to the Member an irrevocable and absolute proxy and power of attorney (the proxy and power being coupled with an interest) to (1) take such actions on the spouse's behalf without any further deed than the taking of the action by the Member with respect to the Percentage Interest otherwise held by the Member, and (2) sign any document or instrument evidencing the action for or on behalf of the spouse relating to the Percentage Interest.

*Section 7.7 Effect of Transfers.*

- (a) Transfers. Until a Transfer is effective and the Transferee is considered a Member, if ever, pursuant to the applicable provisions of the Article 7, the Transferor shall be treated as the holder of the subject Percentage Interest, except to the extent provided in this Article 7. When a Transfer is effective and the Transferee becomes a Member, if ever, pursuant to the applicable provisions of this Article 7, the Company's records shall be amended to reflect the Transferee as a Member.
  
- (b) Dissociation. Upon the dissociation of a Member, the percentage Interest that is or has been Transferred to Involuntary Transferees by that Member, including Transfers resulting from the dissociation, shall be taken into consideration under this Agreement, except with respect to the nonmanagement provisions of Articles 3 and 4 above, unless and until the Transferee of the Percentage Interest has been admitted as a Member pursuant to this Article 7.
  
- (c) Voting After Dissociation. If, as a result of Section 7.7 (b) above, there are either no Members or no Percentage Interests, with respect to which a Member is entitled to vote, then all Involuntary Transferees otherwise holding Percentage Interests shall be entitled to vote with respect to the Percentage Interests. Notwithstanding any other provision of this Article 7, each Transferee shall be considered a member of the Company solely for purposes of determining compliance with section 183.0201 of the WLLCL. Nothing in the preceding sentence shall be construed to give a Transferee any rights that are not otherwise provided in this Operating Agreement.

*Section 7.8 Time and Place of Closing.* Except as otherwise agreed by the Company, the closing of any Transfer pursuant to this Article 7 shall occur at the Company's principle office on such day as the Transferee shall select pursuant to the provisions of this Article 7. The Transferee shall notify the Transferor and the Company in writing of the exact date and time of closing at least ten (10) days before the closing date.

*Section 7.9 Transfer and Payment of Purchase Price.* At the closing, the Transferor shall deliver the Percentage Interest that is subject to the Transfer free and clear of any liens, security interests, encumbrances, charges, or other restrictions (other than those created pursuant to this Operating Agreement), together with all such instruments or documents of conveyance as shall be reasonably required in connection with the Transfer. If not otherwise agreed, the purchase or redemption price for the Percentage Interest shall be evidenced by a Promissory note providing for 10 equal payments of principal commencing on the first anniversary of the closing

date; provided, however, that any such promissory note issued by the Company shall be payable only out of cash available for distribution (calculated without reference to payments pursuant to the promissory note) and the term of the promissory note shall be extended as necessary until paid. Whenever payment of the purchase price is to be made in such installments, the purchaser's obligation for the unpaid balance of the purchase price shall bear interest payable with payments of principle at the applicable federal rate for instruments of like maturity, as defined for the purposes of the Code.

*Section 7.10 Subordination.* Any obligation of the Company evidenced by a promissory note delivered pursuant to Section 7.9 above may be subordinated to the Company's obligations to any lender. Each holder of a promissory note shall enter into, and, upon request, from time to time confirm in writing the existence of, and agreement that sets forth the extent and manner of the subordination in such form as any lender of the Company reasonably requests; provided, however, that if there is no default in the Company's performance of its payment or other obligations to the lender, the promissory note holder shall be entitled to receive regularly scheduled payments of principle and interest pursuant to the promissory note.

*Section 7.11 Specific Performance.* The parties declare that it may be impossible to measure in money the damages that will accrue to any party by reason of a failure to perform any of the obligations under this Article 7, and the parties agree that this Article 7 shall be specifically enforced. Therefore, if any Member or Transferee institutes any action or proceeding to enforce the provisions of this Article 7, any person, including the Company, against whom the action or proceeding is brought, waives the claim or defense that the party has or may have an adequate remedy by law. The person shall not urge in any such action or proceeding the claim or defense that a remedy at law exists and the person shall consent to the remedy of specific performance of this Operating Agreement. Notwithstanding the foregoing, no party may specifically enforce the obligation not to voluntarily withdraw in breach of this Agreement.

## ARTICLE 8

### *Absolute Restrictions on Transfers*

No Transfer of any Percentage Interest may be made if, in the opinion of the Company's legal counsel, the transfer of assignment (1) will result in the Company's being treated as an association for federal income tax purposes or (2) will violate any applicable federal or state securities laws. Before making any Transfer of any Percentage Interest, the Transferor must notify the Company in writing and the Managing Member shall, if he or she believes there is a material risk in violating this Article 8; obtain from the Company's legal counsel confirming whether the proposed Transfer will cause such a change in tax status or violation of securities laws. legal fees shall be the Transferor's responsibility.



*ARTICLE 9*  
*Dissociation and Dissolution,*  
*Termination, and Liquidation of Company*

*Section 9.1 Dissociation.*

- (a) Events of Dissociation. A Member shall cease to be a Member (“Dissociate”) upon the occurrence of any of the following events:
- (i) the Member makes general assignment of the Member’s Assets, including his or her Percentage Interest, for the benefit of creditors;
  - (ii) the Member files a voluntary petition in bankruptcy;
  - (iii) the Member becomes the subject of an order for relief under the federal bankruptcy laws;
  - (iv) the Member files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
  - (v) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Clause (iv) above;
  - (vi) the Member seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member’s properties, including the Member’s Percentage Interest;
  - (vii) the expiration of 120 days after the commencement of any involuntary proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, if the proceeding has not been dismissed;
  - (viii) the expiration of 120 days after the appointment without the Member’s consent or acquiescence of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member’s properties, including the Member’s Percentage Interest, if the appointment is not vacated or stayed, or at the expiration of 120 days after the expiration of any stay, if the appointment is not vacated;
  - (ix) if the Member is an individual, the Member’s death or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member’s person or estate;
  - (x) if the Member is a trust or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust, but not merely the substitution of a new trustee;

- (xi) if the member is a corporation, partnership, or separate limited liability company, the dissolution and commencement of winding up of the Member; or
- (xii) the Transfer, pursuant to Article 7 above, by the Member of all of the Member's Percentage Interest.

(b) Effect of Dissociation. The Dissociation of a member shall not result in the Transfer of the Member's Percentage Interest except as provided in Article 7 above.

*Section 9.2 Events Causing Dissolution.* The Company shall be dissolved upon the happening of any of the following; (1) the sale or other disposition of all or substantially all the Company's assets; (2) the election by a unanimous Affirmative Vote to dissolve the Company; or (3) the Dissociation of any Member, unless, within 90 days of the date on which the Company receives written notice of the Dissociation, the Members vote to continue the Company by Affirmative Vote.

*Section 9.3 Termination.* Dissolution of the Company shall be effective on the date on which the Dissolution Event occurs, but the Company shall not terminate until articles of dissolution have been duly filed under the WLLCL, the Company's affairs have been wound up, and the Company's assets have been distributed as provided in Section 9.4 below. Notwithstanding the dissolution of the Company, this Operating Agreement shall continue to govern the Company's business and the Members' affairs until the Company is terminated and liquidated.

*Section 9.4 Liquidation.* Upon expiration of the 90-day period described in Section 9.2 above, the Members shall appoint by Affirmative Vote a liquidator of the Company, who may but not need to be a Member or Managing Member. The liquidator shall have the same authority granted to the Managing Member in Section 5.3 and 5.4 above, and he or she shall proceed with the winding up and liquidation of the Company by applying and distributing its assets as follows:

- (a) Payment of Debt to Third Parties. The assets shall first be applied to the payment of the Company's liabilities (other than any loans or advances that may have been made to the Company by a Member) and the liquidation expenses. A reasonable time shall be allowed for the orderly liquidation of the Company's assets and the discharge of liabilities to creditors so as to enable the liquidator to minimize any losses resulting from the liquidation.

- (b) Payment of Debts to Members. The remaining assets shall next be applied to the repayment of any loans or advances (but not any Capital Contribution) made by the Members to the Company, in proportion to the relative amounts lent or advanced.
- (c) Payment of Distribution to Members. The remaining assets shall be distributed to the Members pursuant to Section 3.3 above.
- (d) Reserve. Notwithstanding the provisions of Section 9.4 (a), 9.4 (b) and 9.4 (c) above, the liquidator, may retain such amount as the liquidator reasonably deems necessary as a Reserve for any contingent liabilities or obligations of the Company, which funds shall, after the passage of a reasonable period of time, be distributed in accordance with the provisions of this Article 9.

*Section 9.5 Filing and Notice.* The liquidator shall promptly, upon his or her appointment, execute and file on the Company's behalf articles of dissolution as provided in section 183.0906 of the WLLCL. The liquidator shall also notify the Company's known claimants as provided in section 183.0907 Of the WLLCL and publish a notice of the Company's dissolution as provided in section 183.0908 of the WLLCL, except as otherwise determined by the liquidator with an Affirmative Vote.

*Section 9.6 Distribution in Kind.* If any Company assets to be distributed in kind, the assets shall be distributed on the basis of their Value, and any Member entitled to an interest in the assets shall receive the interest as a tenant-in-common with all other Members so entitled.

*Section 9.7 Limitation on Liability.* Each holder of a Percentage Interest shall look solely to the Company's assets for all distributions from the Company and the return of his or her Capital Contribution to the Company and shall have no recourse (upon dissolution or otherwise) against any other Members or any of their affiliates.

## ARTICLE 10

### *Books and Records*

*Section 10.1 Books and Records.* The Company's books and records shall be maintained at the Company's principal office or at any other place designated by the Managing Member and shall be available for examination by any Member or his or her duly authorized representative (s) at any reasonable time.

*Section 10.2 Company Funds.* The Company's funds may be deposited in such banking institutions as the Managing Member determines, and withdrawals shall be made only in regular course of the Company's business on such signature or signatures as the Members determine by Affirmative Vote. All deposits and other funds not needed in the operation of the business may be invested in certificates of deposit, short-term money market instruments, government securities, money market funds, or similar investments as the Managing Member determines.

*Section 10.3 Availability of Information.* The Company shall keep at its principal office and place of business and each Member shall have the right to inspect and copy, all of the following: (1) a current list of the full name and last-known business address of each Member or former Member set forth in alphabetical order, the date on which each Member or former Member became a Member and the period of his or her Membership, and the date on which any former member ceased to be a Member; (2) a copy of the Articles and all amendments to the Articles; (3) copies of the Company's federal, state, and local income tax returns and financial statements, if any, for its four most recent years; (4) copies of this Operating Agreement and any effective written amendments to this Operating Agreement; and (5) any records kept pursuant to this Operating Agreement, including without limitation those described in Section 6.6 above. Each Member shall have the right to obtain from the Company from time to time on a reasonable demand, at the Member's cost and expense, copies of any such information.

## *ARTICLE 11*

### *Reports*

Within 60 days after the end of each Fiscal Period, the Managing Member shall send to Each person who was a member at any time during the Fiscal Period then ended (1) a balance sheet as of the end of the Period, (2) statements of income, Member's equity, changes in financial position, and a cash flow statement for the Fiscal Period then ended, and (3) such tax information as is necessary or appropriate for the preparation by the Members of their individual federal and Wisconsin income tax returns. In addition, the Managing Member shall provide reports on a more Frequent basis to a requesting Member to the extent reasonably requested by the Member. Fiscal Period means any 12-month period ending on December 31 or any portion of such period for which The Company is required to allocate income, gain, loss, or deduction for federal income tax purposes.

## ARTICLE 12

### *Miscellaneous*

*Section 12.1 Amendments to Operating Agreement.* No amendment or modification of this Operating Agreement shall be valid unless in writing and signed by all of the Members. Unless otherwise provided in such an amendment or modification, this Operating Agreement shall be considered to be amended only to the minimal extent necessary to give effect to this Operating Agreement, and the other terms and conditions of this Operating Agreement shall continue to apply With full force and effect.

*Section 12.2 Appointment of Managing Member as Attorney-in-Fact.* The Company constitutes and appoints the Managing Member as its true and lawful attorney-in-fact with full power and authority in its name, place, and stead to execute, acknowledge, deliver, swear to, file, and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of this Operating Agreement, including, but not limited to, all certificates and other instruments (including counterparts of this Operating Agreement), and any amendment of this Operating Agreement, that the managing Member deems appropriate to qualify or continue the Company as a limited liability company in the jurisdictions in which the Company conducts business or in which such qualification or continuation is, in the managing Member's opinion.

*Section 12.3 Binding Provisions.* The agreements and covenants contained in this Operating Agreement inure to the benefit of the parties to this Operating Agreement. Except in an action brought by, but not on behalf of, a Member, no provision of this Operating Agreement is specifically enforceable, and no provision of this Operating Agreement shall be construed to create any third-party beneficiary claims, including, without limitation, those of Transferees. Subject to the forgoing, the agreements and covenants contained in this Operating Agreement shall be binding on the heirs, executors, administrators, personal representatives, successors, and assigns of the respective parties to this Operating Agreement.

*Section 12.4 Applicable Law.* This Operating Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin without regard to its choice of law provisions.

*Section 12.5 Separability of Provisions.* Each provision of this Operating Agreement shall be considered separable, and if for any reason any provision or provisions of this Operating Agreement are determined to be invalid and contrary to any existing or future law, the invalidity Shall not affect or impair the operation of those portions of this Operating Agreement that are valid.

*Section 12.6 Headings.* Section headings are for descriptive purposes only and shall not control or alter the meaning of this Operating Agreement as set forth in the text.

*Section 12.7 Interpretation.* When the context in which words are used in this Operating Agreement indicates that such is the intent, words in the singular shall include the plural, and vice versa, and pronouns in the masculine shall include the feminine and neuter, and vice versa.

*Section 12.8 Dispute Resolution.*


- (a) Confidentiality. This Operating Agreement, the Company's business and affairs, the Company's books and records, and any information relating to the foregoing are confidential and private. Each person holding a Percentage Interest agrees to maintain the confidentiality and privacy of, and not to disclose, any such information.
- (b) Disputes. Any dispute arising with respect to this Operating Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Green Bay, Wisconsin, pursuant to the then-obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Operating Agreement. Any award rendered shall be final and conclusive upon parties, and a judgment may be entered in any court having jurisdiction.
- (c) Costs. If any proceedings are instituted by any person with respect to any dispute arising under or to collect any benefits due under this Operating Agreement, the prevailing party in the proceedings shall be entitled to recover the costs of the proceedings and reasonable attorney fees from the other party; provided, however, that the Company may offset any amounts owed by it to another person by reason of this Section 12.8 (c) against any funds or other property that are in the Company's possession and that are owed by the Company to, or owned by, that other person.

*Section 12.9 Notice.* Any notice required or permitted to be given pursuant to this Operating Agreement shall be valid only if in writing and upon actual receipt by the intended recipient of the notice. Any person required to give notice pursuant to this Operating Agreement shall have the burden of providing the validity of the notice.

*Section 12.10 Counterparts.* This Operating Agreement may be executed in counterparts, All of which shall constitute the same agreement.

IN WITNESS WHEREOF, the undersigned have executed the Operating Agreement on  
05/21/12

  
\_\_\_\_\_  
Jeffrey T. Marlow

  
\_\_\_\_\_  
Michelle L. Stimpson

  
\_\_\_\_\_  
Gregory T. Wells

1

2

3

4

5

6

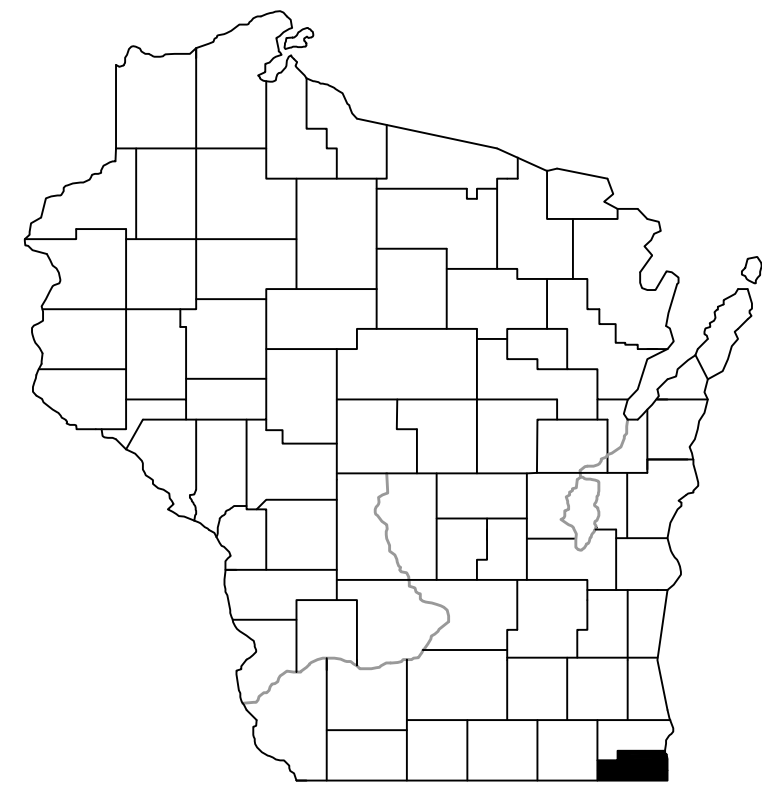
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INDEX OF SHEETS

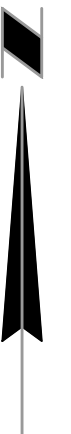
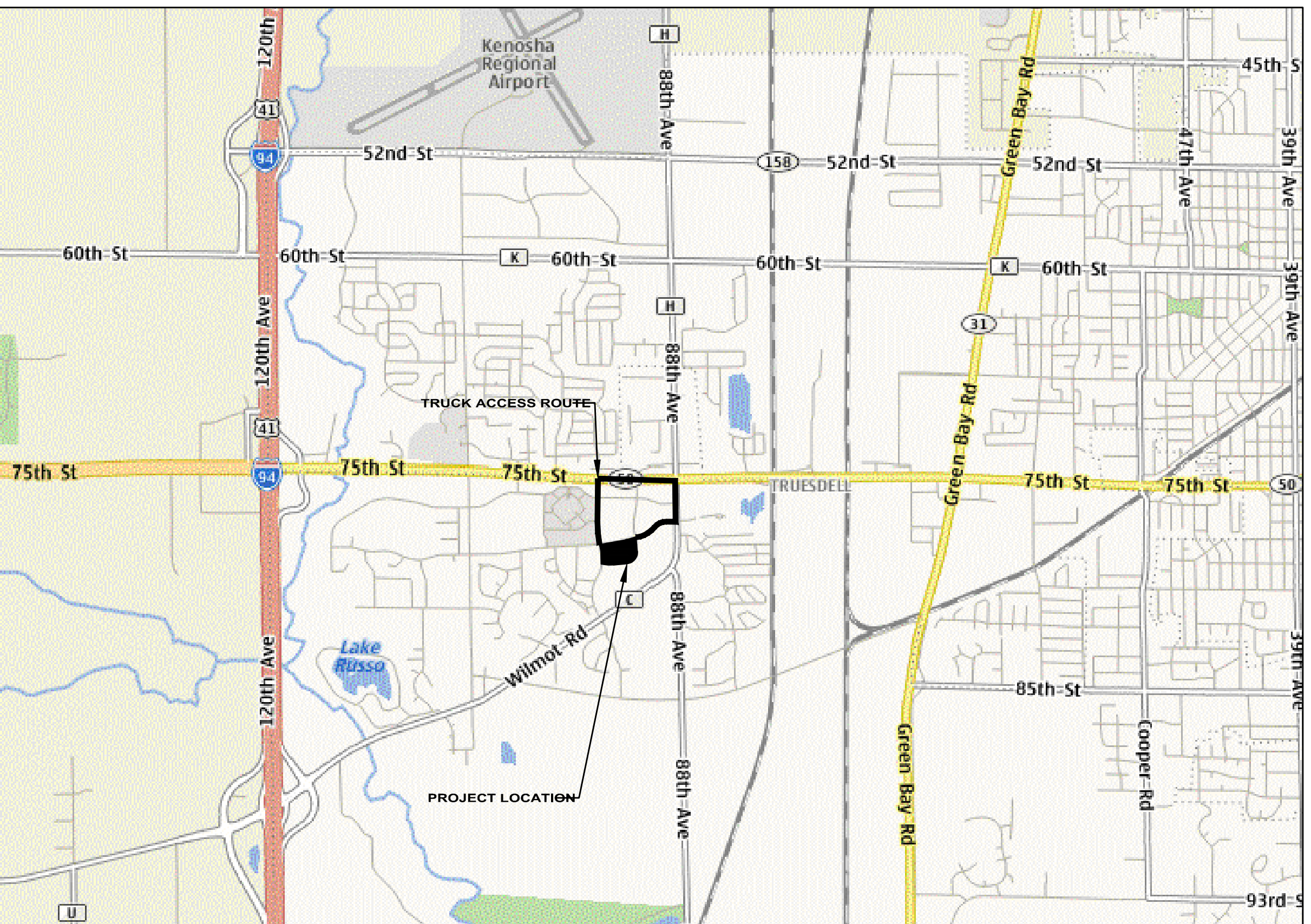
Sheet No. C-0	TITLE
Sheet No. C-1	MASTER GRADING AND EROSION CONTROL PLAN
Sheet No. C-2	DETAILED GRADING PLANS
Sheet No. C-7	STORM SEWER PLAN
Sheet No. C-8	SANITARY AND WATER PLAN
Sheet No. C-9	SITE CONSTRUCTION DETAILS
TOTAL SHEETS = 12	

NOTE  
 PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE MUST BE HELD WITH THE VILLAGE. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGNING ENGINEER OF RECORD.



# COBBLESTONE CREEK APARTMENTS

## VILLAGE OF PLEASANT PRAIRIE, WI



CONVENTIONAL SIGNS

- COMBUSTIBLE FLUIDS (UNDER PRESSURE)
- UNDERGROUND UTILITIES
  - GAS
  - ELECTRIC
  - TELEPHONE
  - FIBER OPTIC
  - CABLE TELEVISION
  - SERVICE PEDESTAL
  - CABLE MARKER
  - POWER POLE
  - TELEPHONE POLE
- RAILROADS
- MARSH
- WOODED AREA

BENCHMARK LIST			
LOCATION	MARKING	ELEVATION	DATUM
FIRE HYD - 80TH STREET	TOP NW FLANGE BOLT	734.67	NGVD 1929
FIRE HYD-50' W OF PAVEMENT NE OF FIRE STATION	CHISELED CROSS SW FLANGE BOLT	723.78	NGVD 1929

ALL COORDINATES SHOWN ON THIS PLAN ARE GROUND COORDINATES (N, E) AND ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD-27

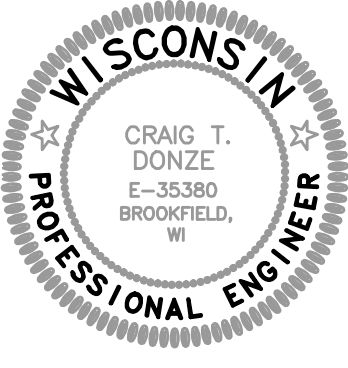
ALL ELEVATIONS SHOWN ON THIS PLAN ARE REFERENCED TO THE NGVD-29

NO.	REVISION DESCRIPTION	DATE
1	RELEASE REVIEW COMMENTS	07/17/12



11805 W. HAMPTON AVE  
 MILWAUKEE, WI 53225  
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 (414) 462-9006 (FAX)  
 www.onesourceconsult.com

PROJECT: COBBLESTONE CREEK  
 PRAIRIE RIDGE BOULEVARD  
 PLEASANT PRAIRIE, WI 53158  
 CLIENT: LEXINGTON HOMES, INC.  
 1300 N. KIMPS COURT  
 GREEN BAY, WI 54313



SHEET TITLE  
**TITLE SHEET**

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 Drawn: HAM 5/17/2012  
 Checked: CTD 5/17/2012  
 OSC Project No: 328-12  
 Sheet No.

**C-0**



**CONSTRUCTION ACTIVITY AND SEQUENCE**

1. INSTALL PERIMETER EROSION BALES, SILT FENCE, INLET PROTECTION, DEWATERING BAG AND SEDIMENT CONTROL DEVICE. (JULY 2012)
2. PHASE 1 (JULY 2012-NOVEMBER 2012):
  - 2.1.1. INSTALL CONSTRUCTION ENTRANCE
  - 2.1.2. CONSTRUCT SEDIMENT TRAP
  - 2.1.3. GRADE PONDS, CLUBHOUSE AND PARKING AREA
  - 2.1.4. INSTALL ELECTRIC SERVICE FOR CLUBHOUSE & BUILDING #4
  - 2.1.5. CONSTRUCT SANITARY SEWER TO BUILDING #1
  - 2.1.6. CONSTRUCT SANITARY & WATER LATERALS
  - 2.1.7. CONSTRUCT STORM SEWER ALONG BUILDING 2 & 3
  - 2.1.8. CONSTRUCT CLUB HOUSE
  - 2.1.9. CONSTRUCT EMERGENCY ACCESS ROAD TO BUILDING 1 & 2
  - 2.1.10. COMPLETE PARKING AREA
  - 2.1.11. RESTORE DISTURBED AREAS WITH SEED, MULCH & FERTILIZER OR SOD
3. PHASE 2 (AUGUST 2012-MARCH 2013):
  - 3.1.1. INSTALL CONSTRUCTION ENTRANCES
  - 3.1.2. CONSTRUCT SEDIMENT TRAP
  - 3.1.3. EXCAVATE AND POUR BUILDING #1 FOUNDATION
  - 3.1.4. CONSTRUCT SANITARY & WATER LATERALS
  - 3.1.5. INSTALL ELECTRIC SERVICE FOR BUILDING #1
  - 3.1.6. CONSTRUCT BUILDING #1
  - 3.1.7. COMPLETE PARKING AREA FOR BUILDING #1
  - 3.1.8. RESTORE DISTURBED AREAS WITH SEED, MULCH & FERTILIZER OR SOD
3. PHASE 3 (MARCH 2013-SEPTEMBER 2013):
  - 3.1.1. INSTALL CONSTRUCTION ENTRANCES
  - 3.1.2. CONSTRUCT SEDIMENT TRAP
  - 3.1.3. EXCAVATE AND POUR BUILDING #3 & 4 FOUNDATION
  - 3.1.4. CONSTRUCT SANITARY & WATER LATERALS
  - 3.1.5. INSTALL ELECTRIC SERVICE FOR BUILDING #3 & 4
  - 3.1.6. CONSTRUCT BUILDING #3 & 4
  - 3.1.7. COMPLETE PARKING AREA FOR BUILDING #3 & 4
  - 3.1.8. RESTORE DISTURBED AREAS WITH SEED, MULCH & FERTILIZER OR SOD
3. PHASE 4 (2014):
  - 3.1.1. INSTALL CONSTRUCTION ENTRANCES
  - 3.1.2. CONSTRUCT SEDIMENT TRAP
  - 3.1.3. EXCAVATE AND POUR BUILDING #3 & 4 FOUNDATION
  - 3.1.4. CONSTRUCT SANITARY & WATER LATERALS
  - 3.1.5. INSTALL ELECTRIC SERVICE FOR BUILDING #3 & 4
  - 3.1.6. CONSTRUCT BUILDING #3 & 4
  - 3.1.7. COMPLETE PARKING AREA FOR BUILDING #3 & 4
  - 3.1.8. RESTORE DISTURBED AREAS WITH SEED, MULCH & FERTILIZER OR SOD
3. INSPECT AND REAPPLY ANIONIC POLYACRYLAMIDE DURING THE NON-GROWING SEASON AS NECESSARY TO PREVENT RILLING WITHIN ACTIVE WORK LIMITS UNTIL RESTORATION OCCURS.
4. ALL AREAS DISTURBED BY UTILITY INSTALLATION OPERATIONS SHALL BE STABILIZED USING SEED, MULCH AND FERTILIZER. DURING THE NON-GROWING SEASON, THE MULCH SHALL BE CRIMPED. EROSION MATTING IS AN ACCEPTABLE ALTERNATIVE TO CRIMPING.
5. ALL EXPOSED SOIL AREAS NOT DISTURBED FOR UP TO SEVEN DAYS MUST BE IMMEDIATELY STABILIZED OR PERMANENTLY RESTORED IN ACCORDANCE WITH THE WDNR BMP'S.
6. ALL SIGNIFICANT CHANGES TO THIS SCHEDULE SHALL BE PROVIDED TO THE WDNR AND LOCAL MUNICIPALITY PRIOR TO THE DEVIATION.

**DEWATERING PLAN**

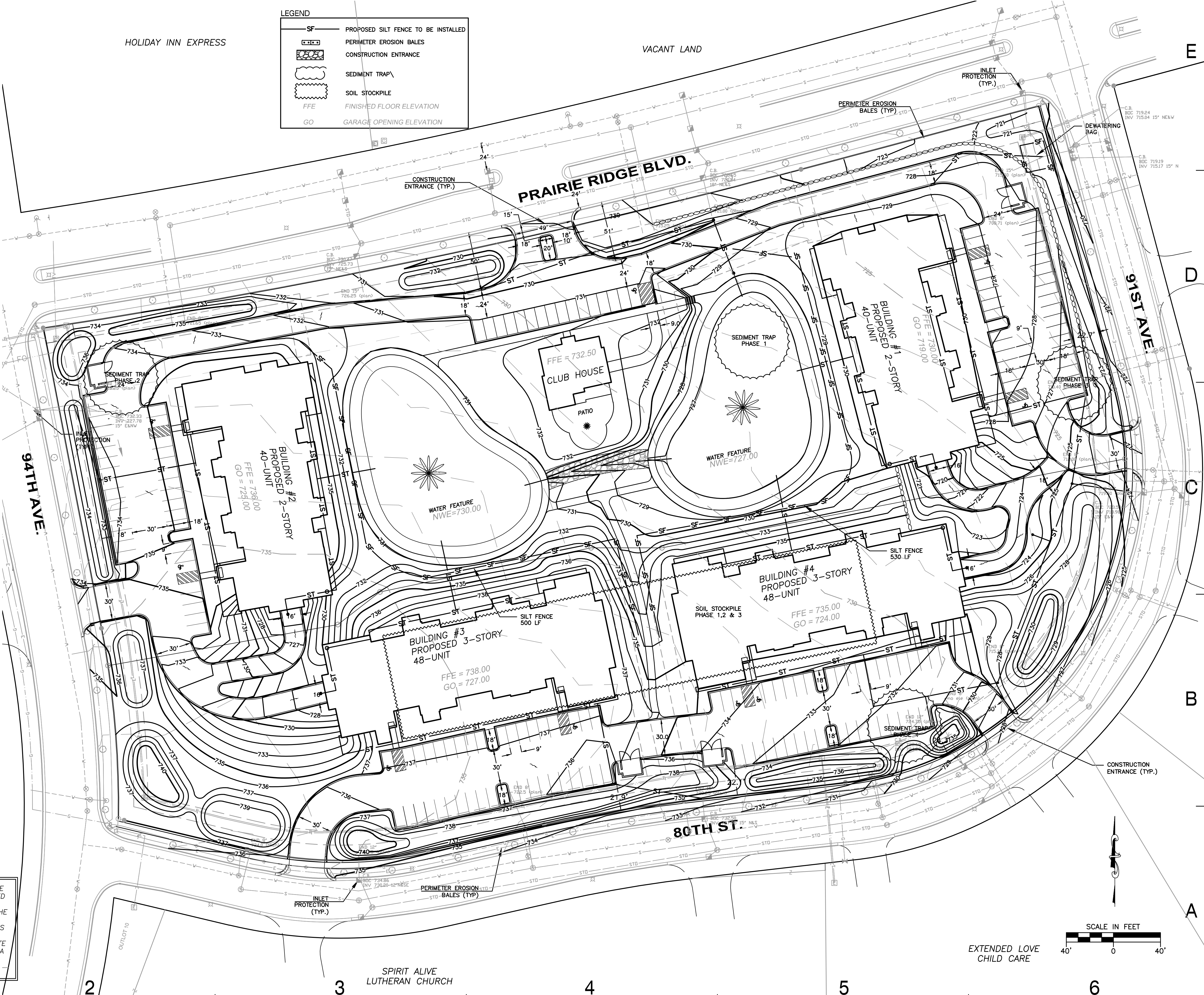
1. SET A DEWATERING WELL AT THE START OF THE UTILITY TRENCH.
2. PUMP FROM THE DOWNSTREAM CONNECTION MANHOLE USING A 65 GPM SUBMERSIBLE PUMP AS NEEDED INTO A 6"x6" DEWATERING BAG INSIDE A 20 CY DUMPER. REPLACE THE DEWATERING BAG ONCE HALF FULL OR AS SPECIFIED BY THE MANUFACTURER.
3. DUMPER TO BE SITED ON A DENSELY VEGETATED AREA WITH THE DISCHARGE PATH MAINTAINED TO PREVENT EROSION ALONG THE ENTIRE FLOW PATH.
4. IF ADDITIONAL DEWATERING IS REQUIRED FURTHER UPSTREAM OF THE STARTING MANHOLE, THE DISCHARGE SHOULD BE PUMPED INTO THE NEAREST SANITARY MANHOLE USING A SEDIMENT SOCK DESIGNED FOR THE PUMP FLOW RATE.
5. ALL SIGNIFICANT CHANGES SHALL BE PROVIDED TO THE WDNR AND LOCAL MUNICIPALITY PRIOR TO THE DEVIATION.

**GRADING NOTES**

ALL SPOT GRADES ARE TO FLANGE LINE.

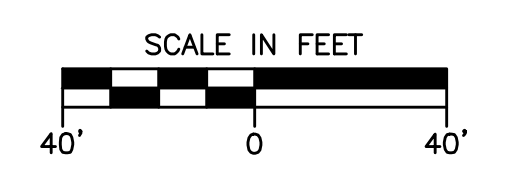
**LEGEND**

- SF PROPOSED SILT FENCE TO BE INSTALLED
- PERIMETER EROSION BALES
- CONSTRUCTION ENTRANCE
- SEDIMENT TRAP
- SOIL STOCKPILE
- FFE FINISHED FLOOR ELEVATION
- GO GARAGE OPENING ELEVATION



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NO.	REVISION DESCRIPTION	DATE
1	RELEASE REVISION COMMENTS	07/17/12

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 (414) 462-9006 (FAX)  
 www.onesourceconsult.com

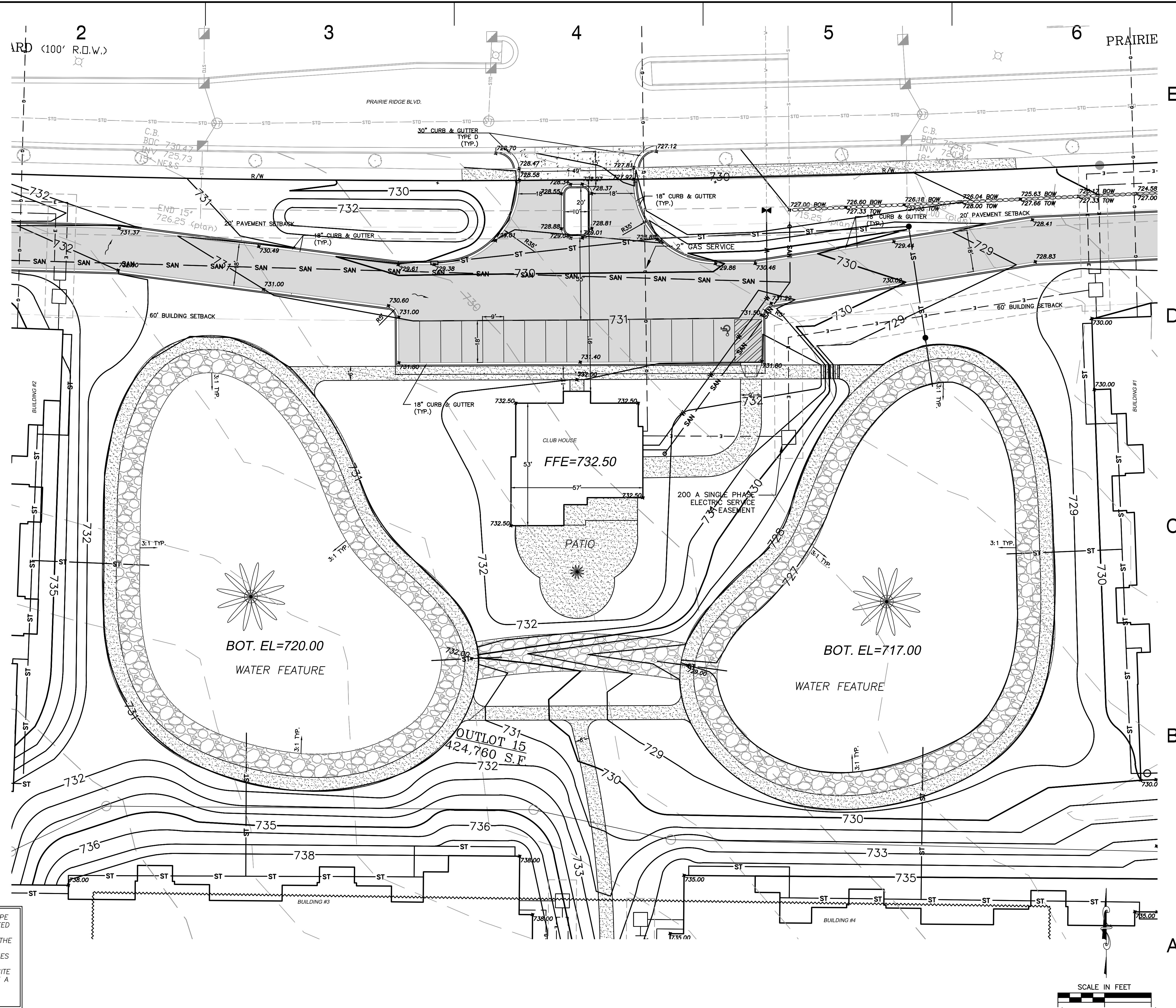
**COBBLE STONE CREEK**  
 PRAIRIE RIDGE BOULEVARD  
 PLEASANT PRAIRIE, WI 53158  
**LEXINGTON HOMES, INC.**  
 1300 N. KIMPS COURT  
 GREEN BAY, WI 54313

**WISCONSIN PROFESSIONAL ENGINEER**  
 CRAIG T. DONZE  
 E-35380  
 BROOKFIELD, WI

**MASTER GRADING & EROSION CONTROL PLAN**

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 5/17/2012  
 OSC Project No: C328-12  
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**C-1**



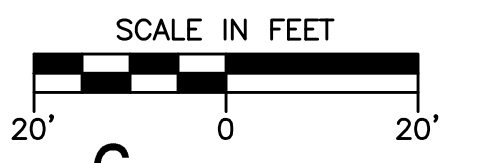
- CONSTRUCTION ACTIVITY AND SEQUENCE**
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    - GRADE PONDS, CLUBHOUSE AND PARKING AREA
    - INSTALL ELECTRIC SERVICE FOR CLUBHOUSE & BUILDING #4
    - CONSTRUCT SANITARY SEWER TO BUILDING #1
    - CONSTRUCT SANITARY & WATER LATERALS
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  6. ALL SIGNIFICANT CHANGES TO THIS SCHEDULE SHALL BE PROVIDED TO THE WDRM AND LOCAL MUNICIPALITY PRIOR TO THE DEVIATION.

**GRADING NOTES**  
ALL SPOT GRADES ARE TO FLANGE LINE.

- LEGEND:**
- ASPHALT-COMMERCIAL MIX (LV)
  - 12" CRUSHED AGGREGATE BASE COURSE
  - 3" ASPHALTIC CONC. (2 LIFTS: 1.5" LOWER, 1.5" UPPER)
  - CONCRETE
  - 6" CRUSHED AGGREGATE BASE COURSE
  - 8" REINFORCED CONCRETE PAVEMENT
  - CONCRETE SIDEWALK
  - 6" CRUSHED AGGREGATE BASE COURSE
  - 4" CONCRETE PAVEMENT
  - 3" LANDSCAPE STONE
  - FFE FINISHED FLOOR ELEVATION
  - GO GARAGE OPENING

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(414) 462-9006 (FAX)  
www.onesourceconsult.com

**PROJECT**  
COBBLE STONE CREEK  
PRAIRIE RIDGE BOULEVARD  
PLEASANT PRAIRIE, WI 53158

**CLIENT**  
LEXINGTON HOMES, INC.  
1300 N. KIMPS COURT  
GREEN BAY, WI 54313

**SHEET TITLE**  
DETAILED GRADING PLAN  
CLUB HOUSE & PONDS

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Sheet No.

Jul 11, 2012 - 1:42pm  
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**CONSTRUCTION ACTIVITY AND SEQUENCE**

1. PHASE 2 (AUGUST 2012-MARCH 2013):
  - INSTALL CONSTRUCTION ENTRANCES
  - CONSTRUCT SEDIMENT TRAP
  - EXCAVATE AND POUR BUILDING #1 FOUNDATION
  - CONSTRUCT SANITARY & WATER LATERALS
  - INSTALL ELECTRIC SERVICE FOR BUILDING #1
  - CONSTRUCT BUILDING #1
  - COMPLETE PARKING AREA FOR BUILDING #1
  - RESTORE DISTURBED AREAS WITH SEED, MULCH & FERTILIZER OR SOD
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**GRADING NOTES**

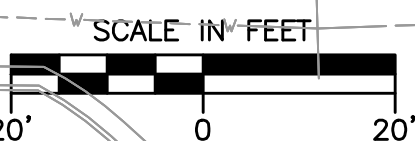
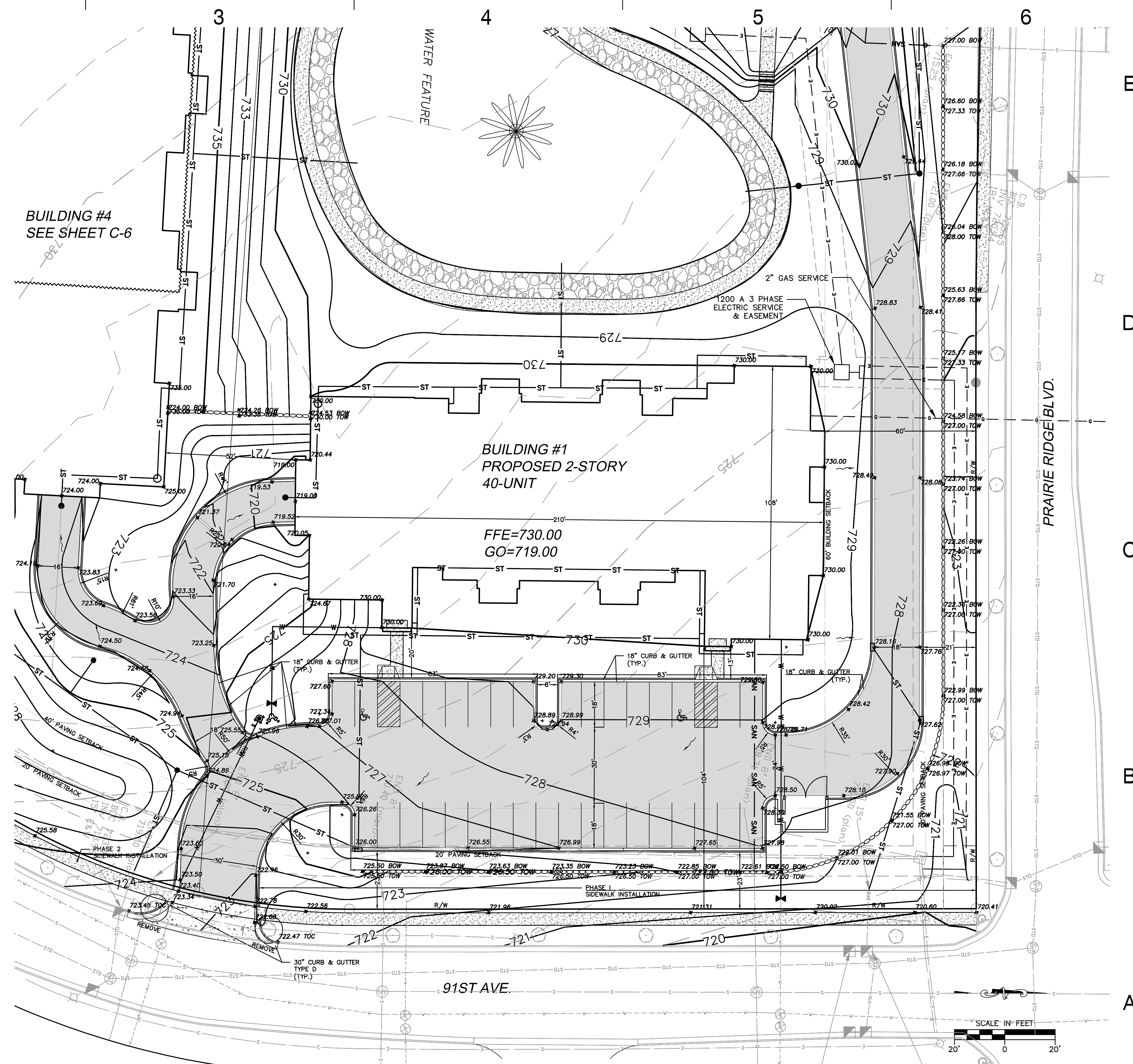
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**LEGEND:**

- ASPHALT-COMMERCIAL MIX (LV)  
12" CRUSHED AGGREGATE BASE COURSE  
3" ASPHALTIC CONC. (2 LIFTS: 1.5" LOWER, 1.5" UPPER)
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**LEXINGTON HOMES, INC.**  
1300 N. KIMPS COURT  
GREEN BAY, WI 54313

**DETAILED GRADING PLAN  
BUILDING 1**

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**C-3**

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**CONSTRUCTION ACTIVITY AND SEQUENCE**

1. PHASE 3 (MARCH 2013-SEPTEMBER 2013):
  - INSTALL CONSTRUCTION ENTRANCES.
  - CONSTRUCT SEDIMENT TRAP.
  - EXCAVATE AND POUR BUILDING #2 FOUNDATION.
  - CONSTRUCT SANITARY & WATER LATERALS.
  - INSTALL ELECTRIC SERVICE FOR BUILDING #2
  - CONSTRUCT BUILDING #2
  - COMPLETE PARKING AREA FOR BUILDING #2
  - RESTORE DISTURBED AREAS WITH SEED, MULCH & FERTILIZER OR SOD
2. INSPECT AND REAPPLY ANIONIC POLYACRYLAMIDE DURING THE NON-GROWING SEASON AS NECESSARY TO PREVENT RILLING WITHIN ACTIVE WORK LIMITS UNTIL RESTORATION OCCURS.
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**GRADING NOTES**

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**LEGEND:**

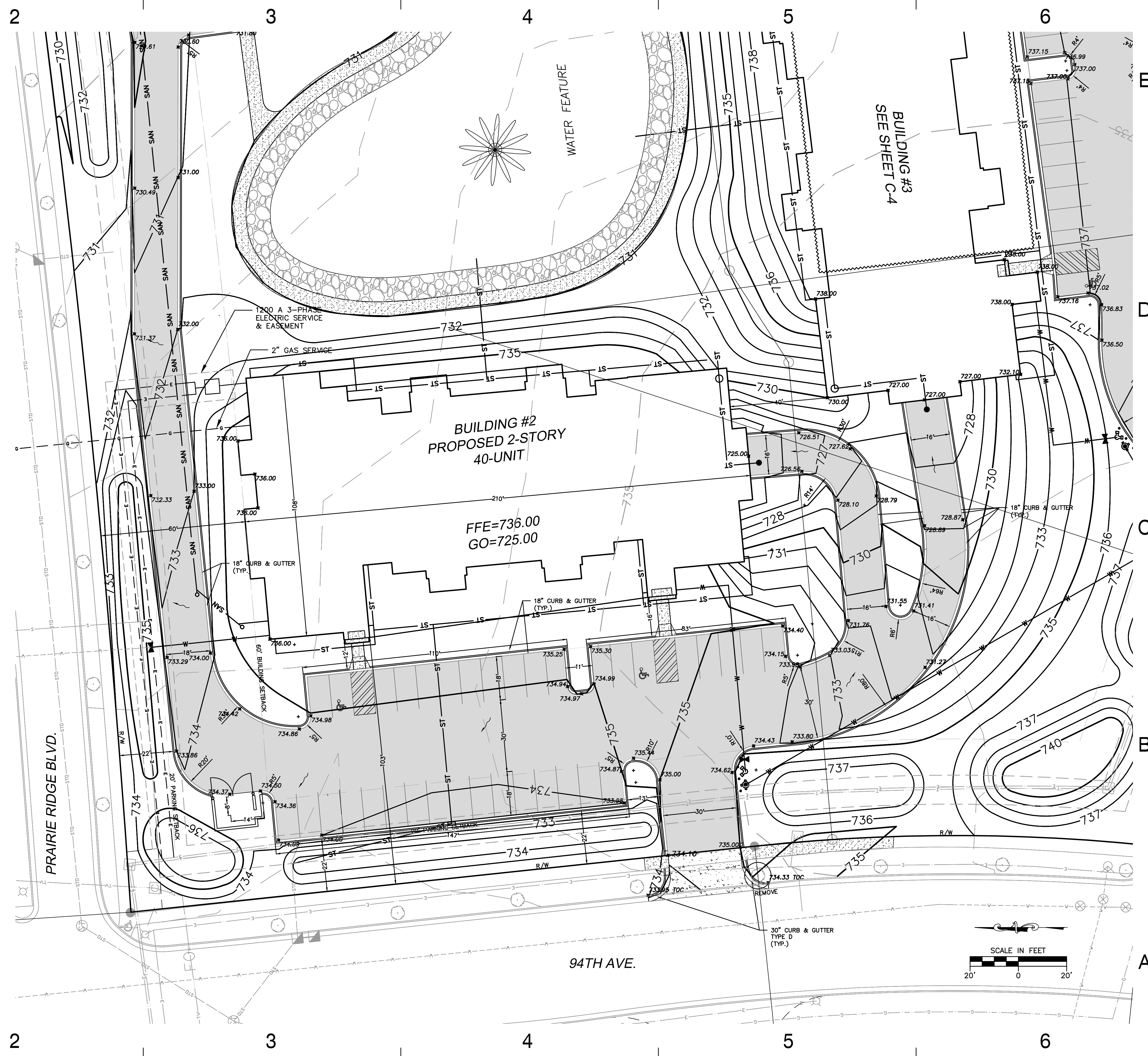
- ASPHALT-COMMERCIAL MIX (LV)
- 12" CRUSHED AGGREGATE BASE COURSE
- 3" ASPHALTIC CONC. (2 LIFTS: 1.5" LOWER, 1.5" UPPER)
- CONCRETE
- 6" CRUSHED AGGREGATE BASE COURSE
- 8" REINFORCED CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- 6" CRUSHED AGGREGATE BASE COURSE
- 4" CONCRETE PAVEMENT
- 3" LANDSCAPE STONE

FFE FINISHED FLOOR ELEVATION

GO GARAGE OPENING

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**PROJECT:** COBBLE STONE CREEK  
 PRAIRIE RIDGE BOULEVARD  
 PLEASANT PRAIRIE, WI 53158

**CLIENT:** LEXINGTON HOMES, INC.  
 1300 N. KIMPS COURT  
 GREEN BAY, WI 54313

**DETAILED GRADING PLAN  
 BUILDING 2**

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 Checked: CTD 5/17/2012  
 OSC Project No: C328-12  
 Sheet No.

**C-4**

**CONSTRUCTION ACTIVITY AND SEQUENCE**

1. PHASE 4 (2014):
  - INSTALL CONSTRUCTION ENTRANCES.
  - CONSTRUCT SEDIMENT TRAP
  - EXCAVATE AND POUR BUILDING #3 & 4 FOUNDATION.
  - CONSTRUCT SANITARY & WATER LATERALS
  - INSTALL ELECTRIC SERVICE FOR BUILDING #3 & 4.
  - CONSTRUCT BUILDING #3 & 4
  - COMPLETE PARKING AREA FOR BUILDING #3 & 4
  - RESTORE DISTURBED AREAS WITH SEED, MULCH & FERTILIZER OR SOD
2. INSPECT AND REAPPLY ANIONIC POLYACRYLAMIDE DURING THE NON-GROWING SEASON AS NECESSARY TO PREVENT RILLING WITHIN ACTIVE WORK LIMITS UNTIL RESTORATION OCCURS.
3. ALL AREAS DISTURBED BY UTILITY INSTALLATION OPERATIONS SHALL BE STABILIZED USING SEED, MULCH AND FERTILIZER. DURING THE NON-GROWING SEASON, THE MULCH SHALL BE CRIMPED. EROSION MATTING IS AN ACCEPTABLE ALTERNATIVE TO CRIMPING.
4. ALL EXPOSED SOIL AREAS NOT DISTURBED FOR UP TO SEVEN DAYS MUST BE IMMEDIATELY STABILIZED OR PERMANENTLY RESTORED IN ACCORDANCE WITH THE WDNR BMP'S.
5. ALL SIGNIFICANT CHANGES TO THIS SCHEDULE SHALL BE PROVIDED TO THE WDNR AND LOCAL MUNICIPALITY PRIOR TO THE DEVIATION.

**GRADING NOTES**

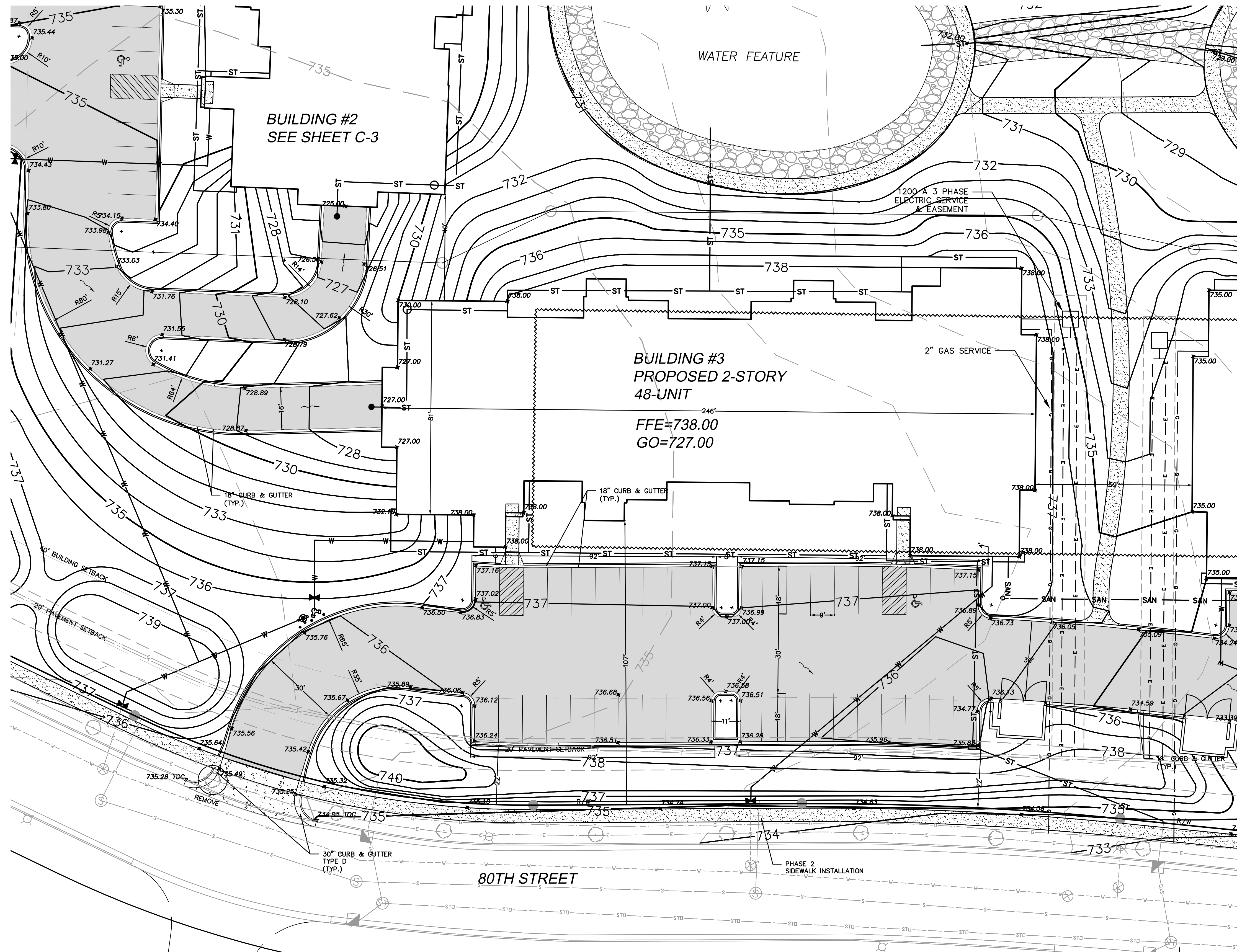
ALL SPOT GRADES ARE TO FLANGE LINE.

**LEGEND:**

- ASPHALT-COMMERCIAL MIX (LV)  
12" CRUSHED AGGREGATE BASE COURSE  
3" ASPHALTIC CONC. (2 LIFTS: 1.5" LOWER, 1.5" UPPER)
- CONCRETE  
6" CRUSHED AGGREGATE BASE COURSE  
8" REINFORCED CONCRETE PAVEMENT
- CONCRETE SIDEWALK  
6" CRUSHED AGGREGATE BASE COURSE  
4" CONCRETE PAVEMENT
- 3" LANDSCAPE STONE

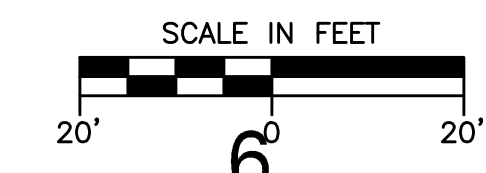
FFE FINISHED FLOOR ELEVATION

GO GARAGE OPENING



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**PROJECT**  
COBBLE STONE CREEK  
PRAIRIE RIDGE BOULEVARD  
PLEASANT PRAIRIE, WI 53158

**CLIENT**  
LEXINGTON HOMES, INC.  
1300 N. KIMPS COURT  
GREEN BAY, WI 54313

**SHEET TITLE**  
DETAILED GRADING PLAN  
BUILDING 3

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Sheet No.

**C-5**

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**CONSTRUCTION ACTIVITY AND SEQUENCE**



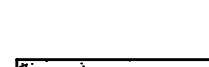
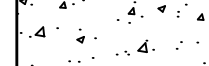
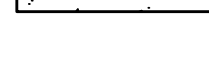
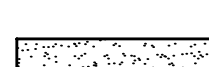
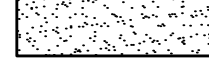


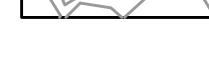
1. PHASE 4 (2014):
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  - CONSTRUCT SEDIMENT TRAP.
  - EXCAVATE AND POUR BUILDING #3 & 4 FOUNDATION.
  - CONSTRUCT SANITARY & WATER LATERALS
  - INSTALL ELECTRIC SERVICE FOR BUILDING #3 & 4.
  - CONSTRUCT BUILDING #3 & 4
  - COMPLETE PARKING AREA FOR BUILDING #3 & 4
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5. ALL SIGNIFICANT CHANGES TO THIS SCHEDULE SHALL BE PROVIDED TO THE WDMR AND LOCAL MUNICIPALITY PRIOR TO THE DEVIATION.

**GRADING NOTES**

ALL SPOT GRADES ARE TO FLANGE LINE.

D

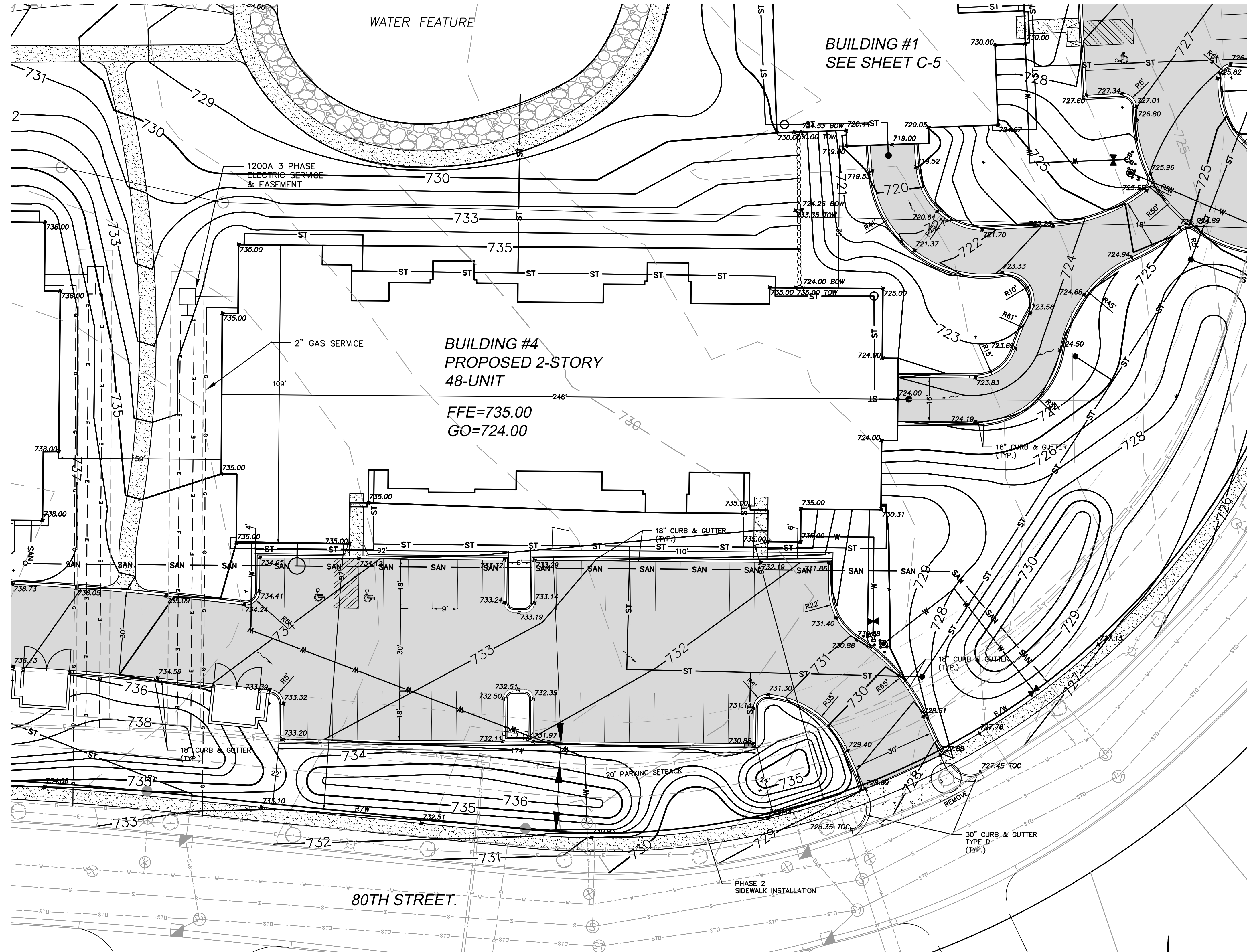
**LEGEND:**

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-  CONCRETE
-  6" CRUSHED AGGREGATE BASE COURSE
-  8" REINFORCED CONCRETE PAVEMENT
-  CONCRETE SIDEWALK
-  6" CRUSHED AGGREGATE BASE COURSE
-  4" CONCRETE PAVEMENT
-  3" LANDSCAPE STONE
- FFE** FINISHED FLOOR ELEVATION
- GO** GARAGE OPENING

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**PROJECT**  
 COBBLE STONE CREEK  
 PRAIRIE RIDGE BOULEVARD  
 PLEASANT PRAIRIE, WI 53158

**CLIENT**  
 LEXINGTON HOMES, INC.  
 1300 N. KIMPS COURT  
 GREEN BAY, WI 54313

**SHEET TITLE**  
 DETAILED GRADING PLAN  
 BUILDING 4

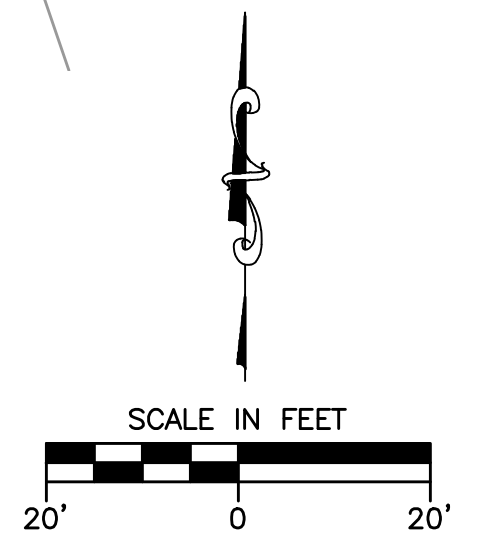
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**C-6**

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**UTILITY NOTES**  
SEE SHEET C-9

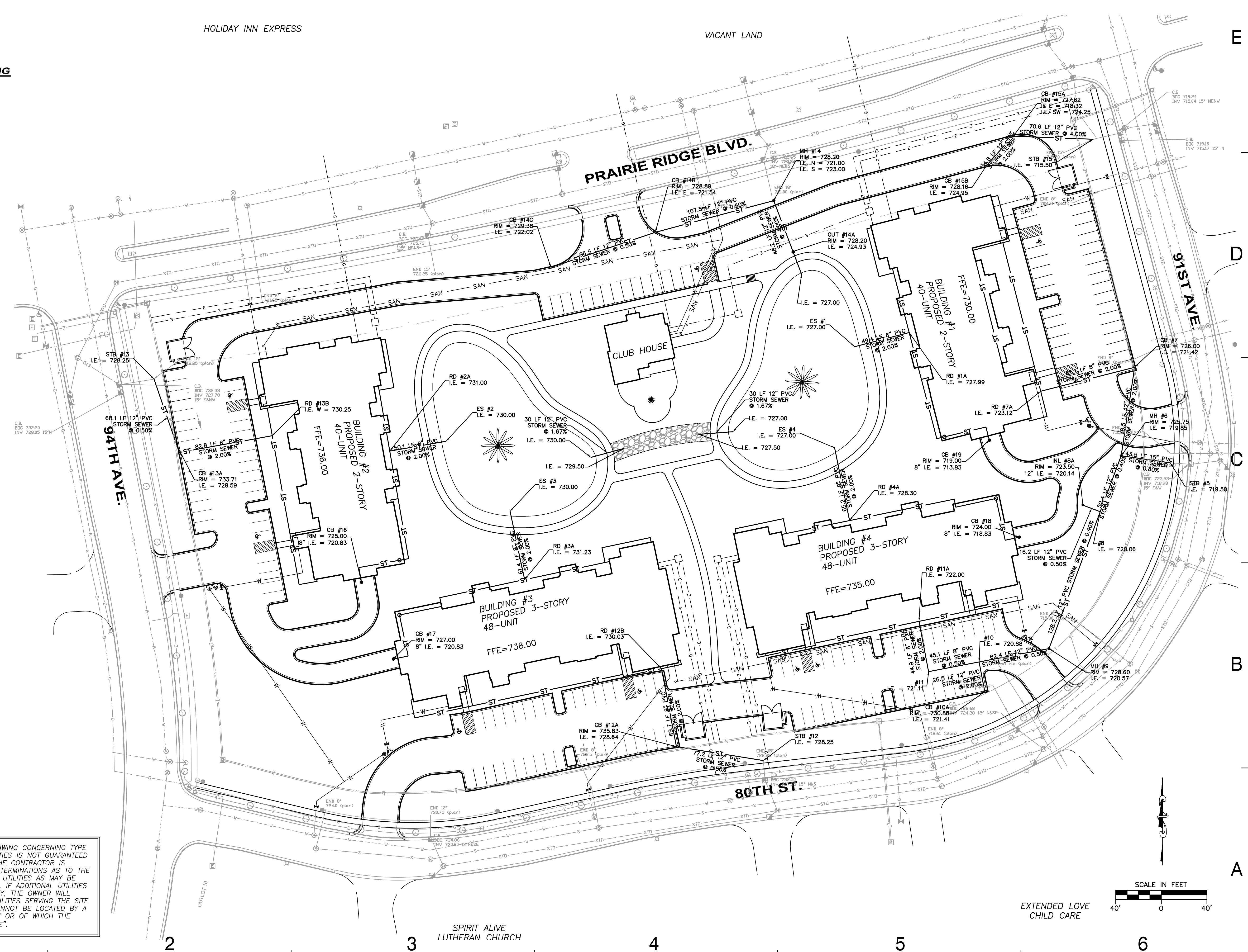
**CROCK PUMP SIZING**

**BUILDING #1:**  
Q<sub>1</sub> = 0.319 CFS  
Q<sub>10</sub> = 1.219 CFS  
V<sub>10</sub> = 2500 CUFT

**BUILDING #2:**  
Q<sub>2</sub> = 0.570 CFS  
Q<sub>10</sub> = 1.801 CFS  
V<sub>10</sub> = 3801 CUFT

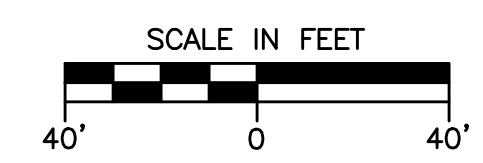
**BUILDING #3:**  
Q<sub>3</sub> = 0.693 CFS  
Q<sub>10</sub> = 2.842 CFS  
V<sub>10</sub> = 5792 CUFT

**BUILDING #4:**  
Q<sub>4</sub> = 0.183 CFS  
Q<sub>10</sub> = 0.526 CFS  
V<sub>10</sub> = 1153 CUFT



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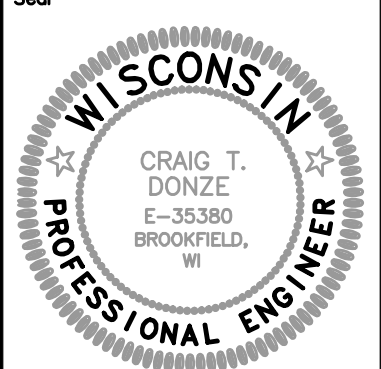
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1	ISSUE REVIEW COMMENTS	07/17/12



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PRAIRIE RIDGE BOULEVARD  
PLEASANT PRAIRIE, WI 53158

**CLIENT:** LEXINGTON HOMES, INC.  
1300 N. KIMPS COURT  
GREEN BAY, WI 54313



**STORM SEWER SYSTEM PLAN**

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Checked: CTD 5/18/2012  
OSC Project No: C328-12  
Sheet No.

**C-7**

Jul 11, 2012 - 12:09pm  
S:\CAD Projects\328-12 PP Lexington\328-12 Master Storm.dwg

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HOLIDAY INN EXPRESS

VACANT LAND

PRAIRIE RIDGE BLVD.

94TH AVE.

91ST AVE.

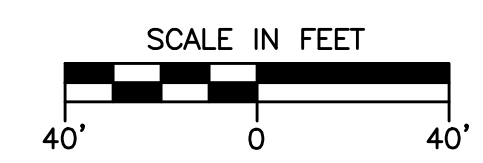
80TH ST.

SPIRIT ALIVE LUTHERAN CHURCH



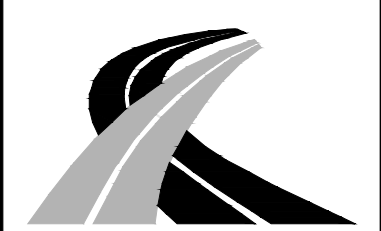
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EXTENDED LOVE CHILD CARE

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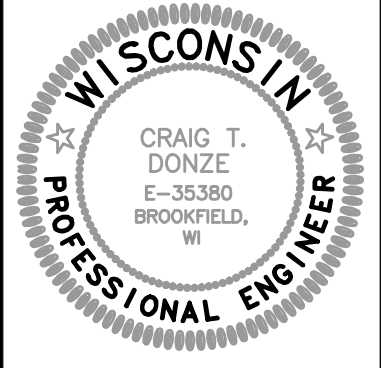


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 PLEASANT PRAIRIE, WI 53158

**CLIENT**  
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 1300 N. KIMPS COURT  
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**STORM SEWER SYSTEM DRAINAGE BASINS**

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 Checked: CTD  
 7/11/2012  
 OSC Project No: C328-12  
 Sheet No.

**C-7A**



**UTILITY NOTES**

- SEE SHEET C-9.
- ON-SITE SANITARY SEWERS, WATER MAINS AND HYDRANTS ARE TO BE OWNED AND MAINTAINED BY THE LANDOWNER.
- A COPY OF THE SANITARY SEWER TELEVISIONING RESULTS SHALL BE PROVIDED TO THE VILLAGE.

HOLIDAY INN EXPRESS

VACANT LAND

PRAIRIE RIDGE BLVD.

94TH AVE.

91ST AVE.

80TH ST.

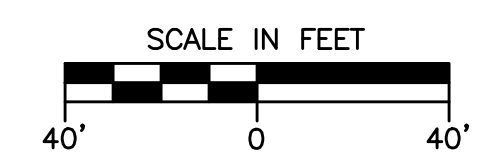
SPIRIT ALIVE LUTHERAN CHURCH

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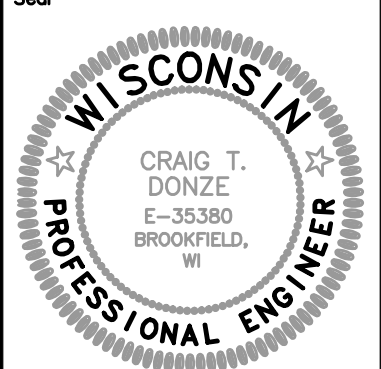


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 PRRAIRIE RIDGE BOULEVARD  
 CLIENT: PLEASANT PRAIRIE, WI 53158  
 CLIENT: LEXINGTON HOMES, INC.  
 1300 N. KIMPS COURT  
 GREEN BAY, WI 54313



**SANITARY SEWER AND WATER MAIN SYSTEM PLAN**

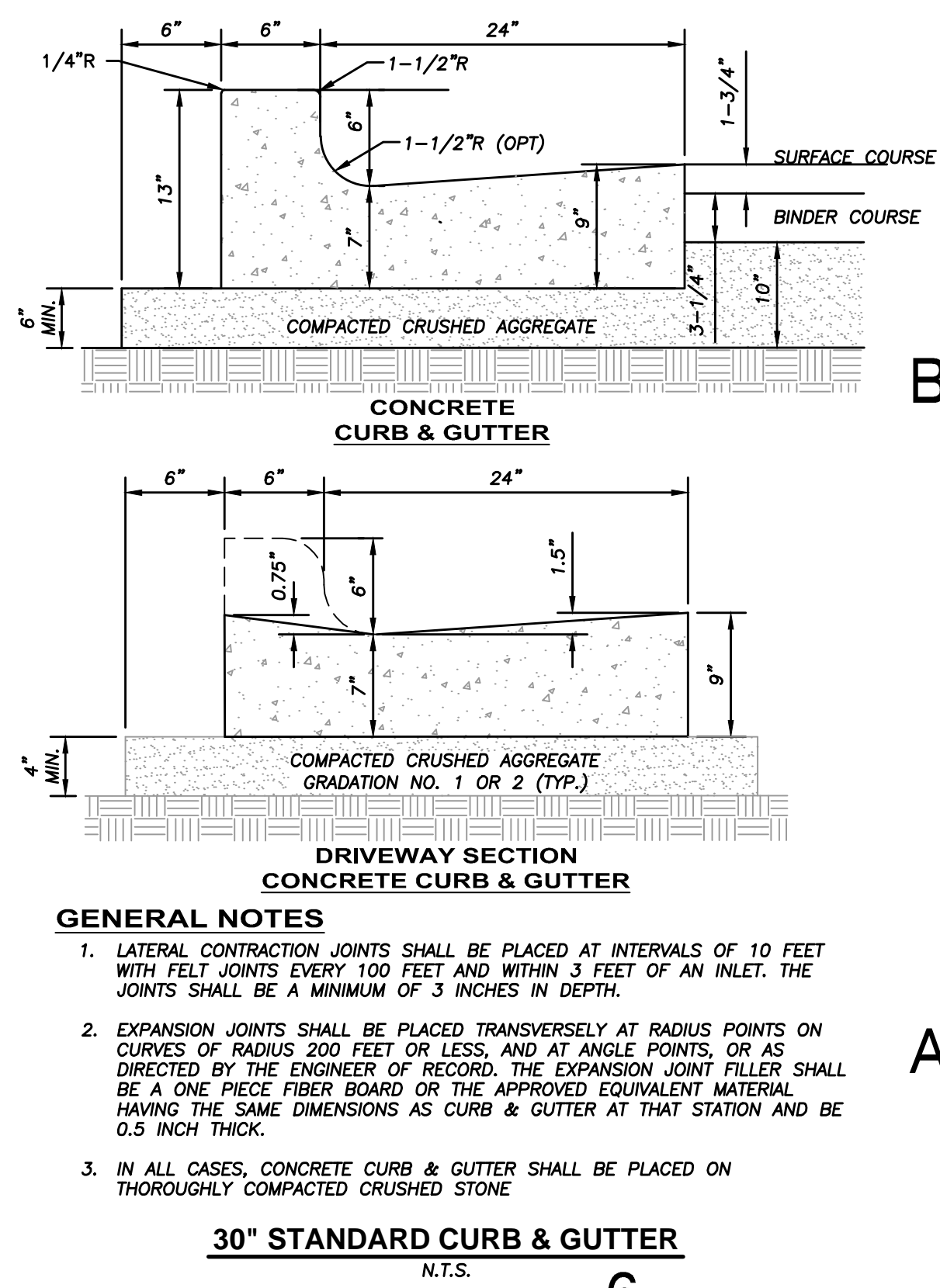
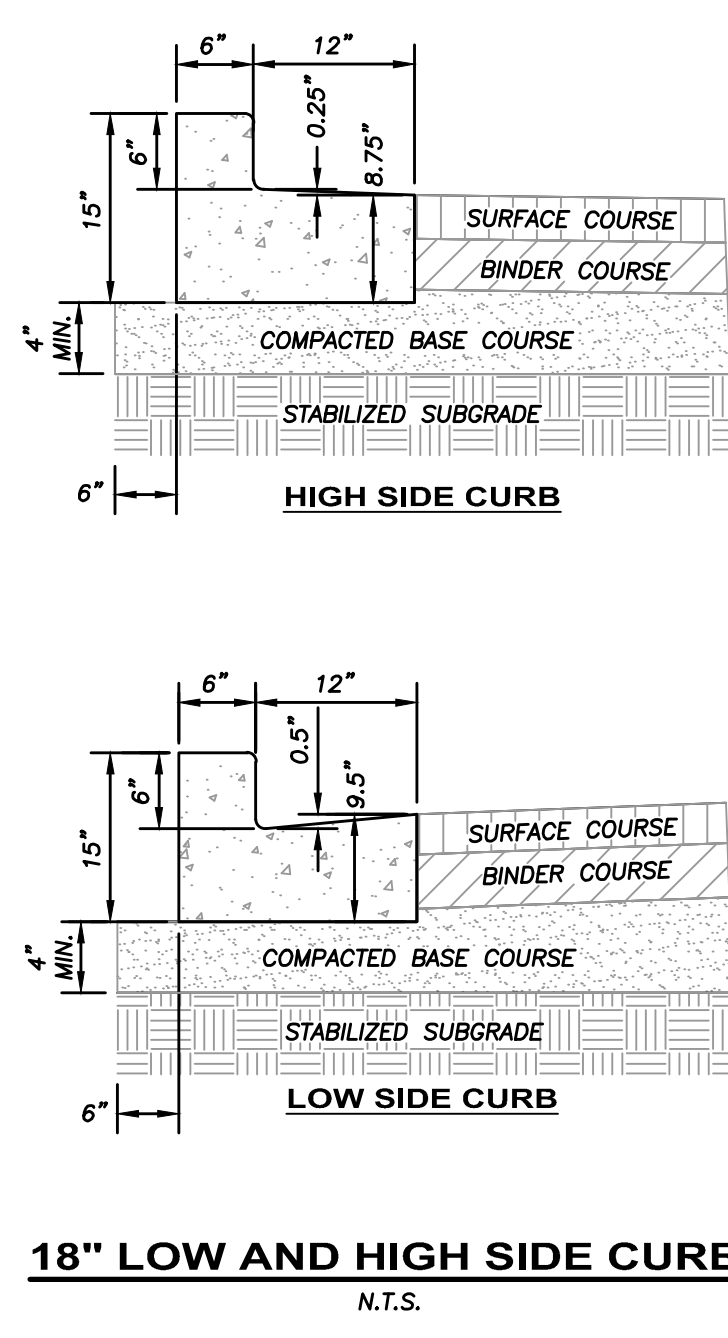
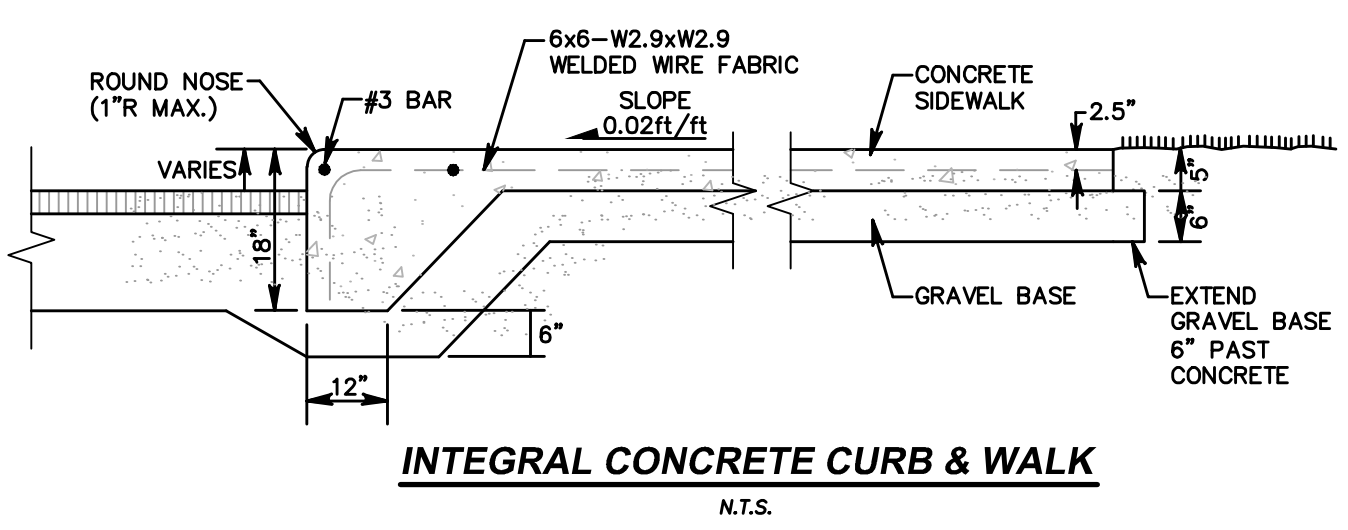
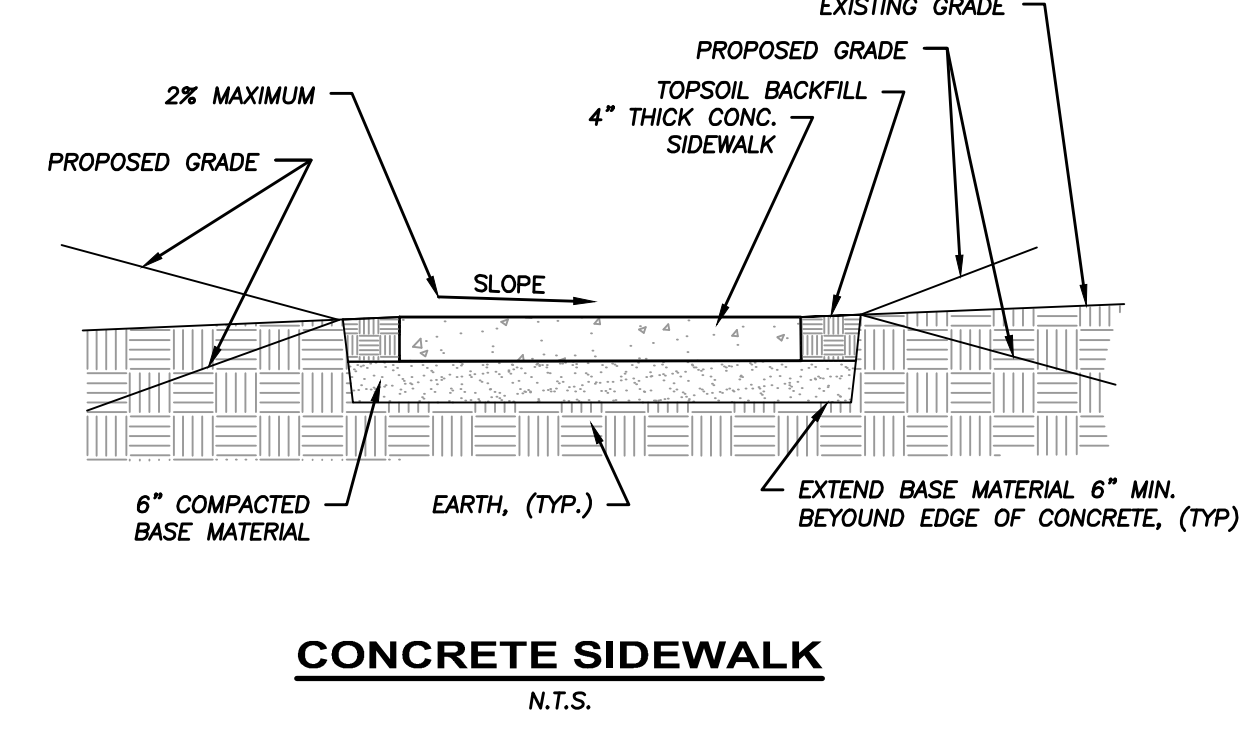
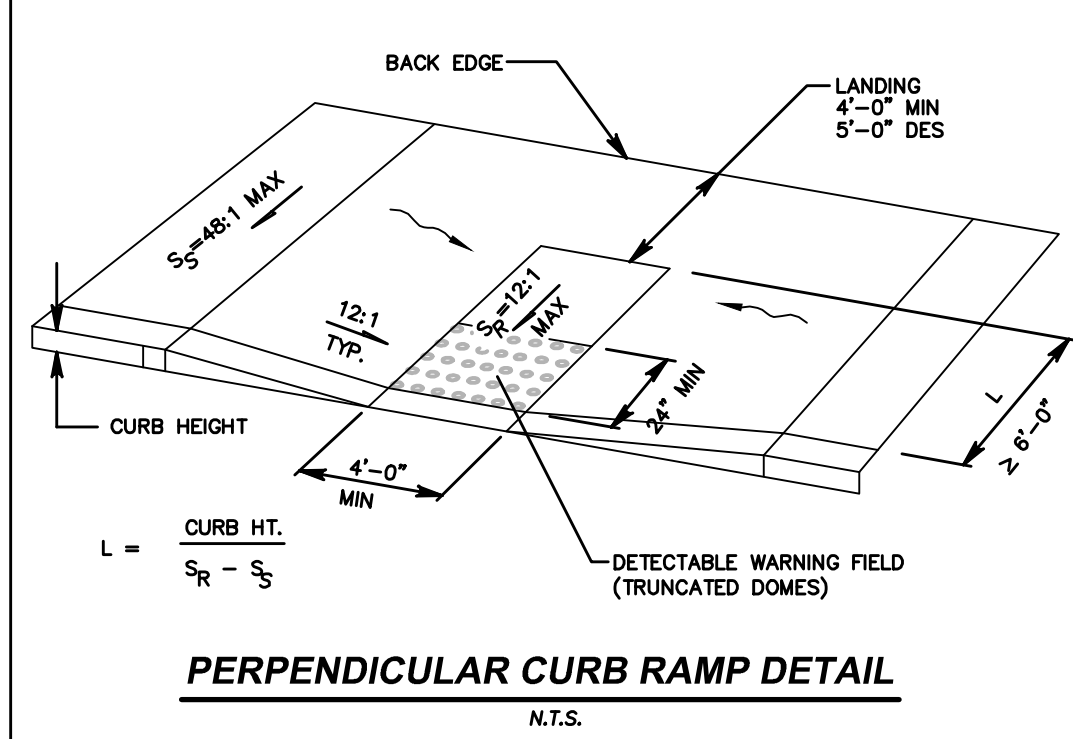
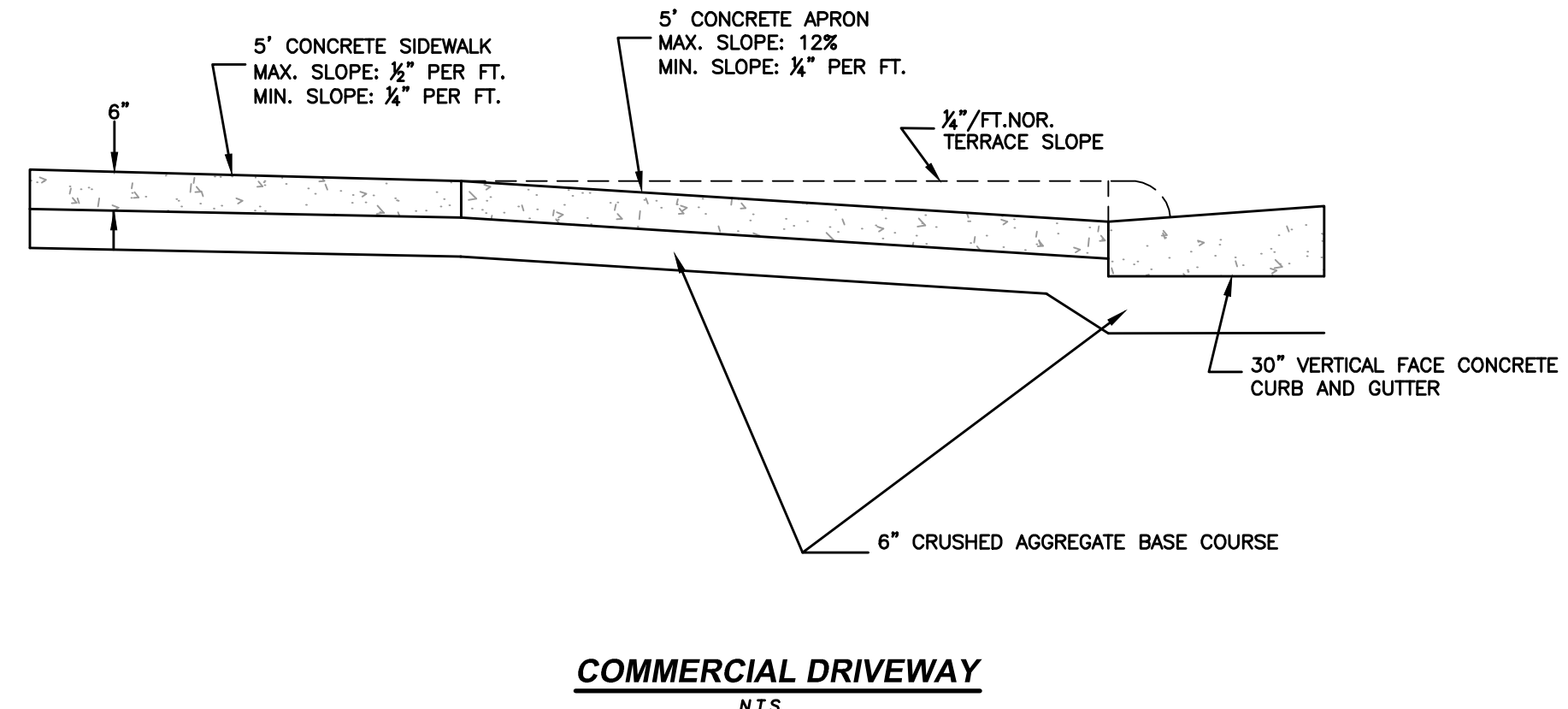
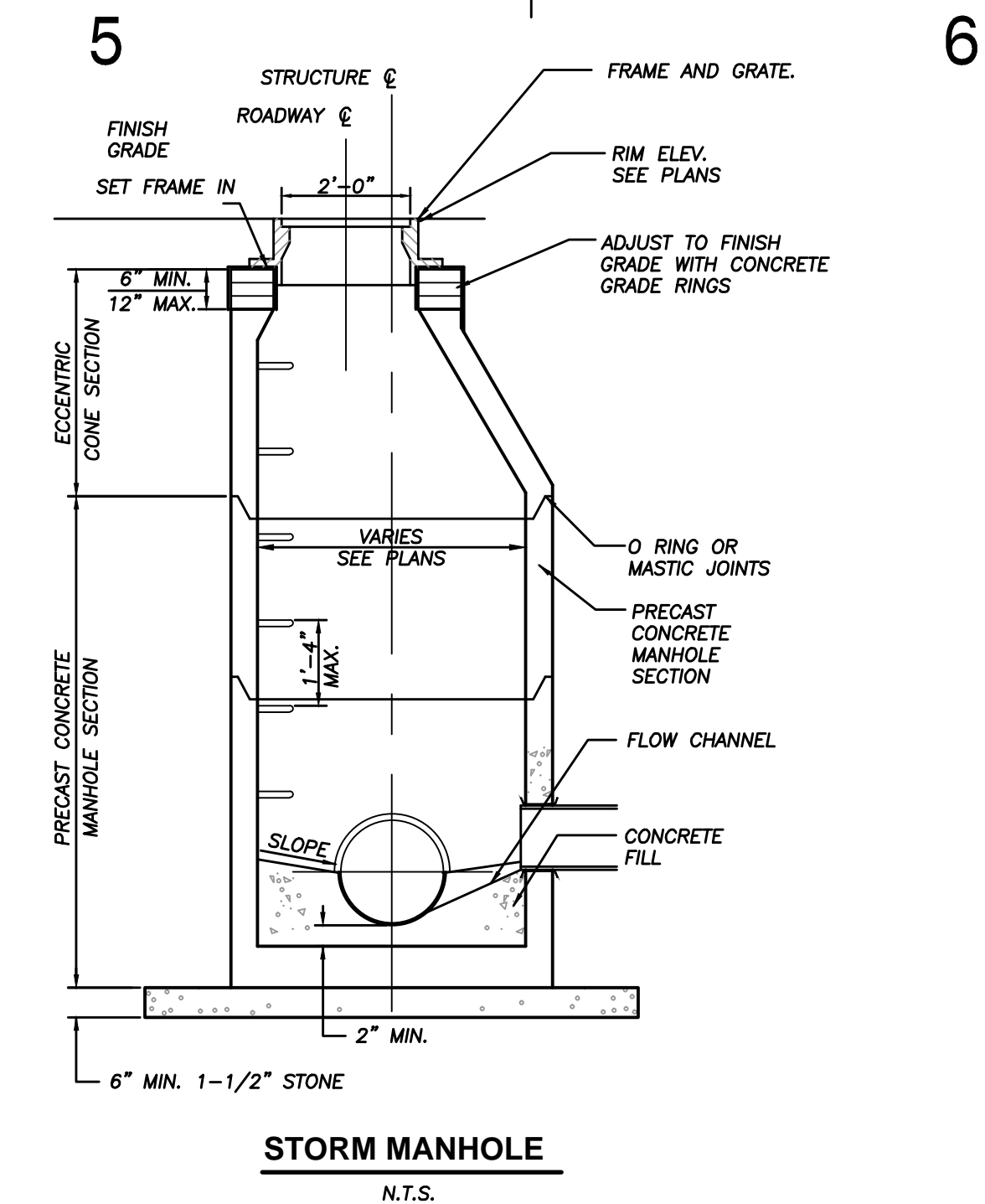
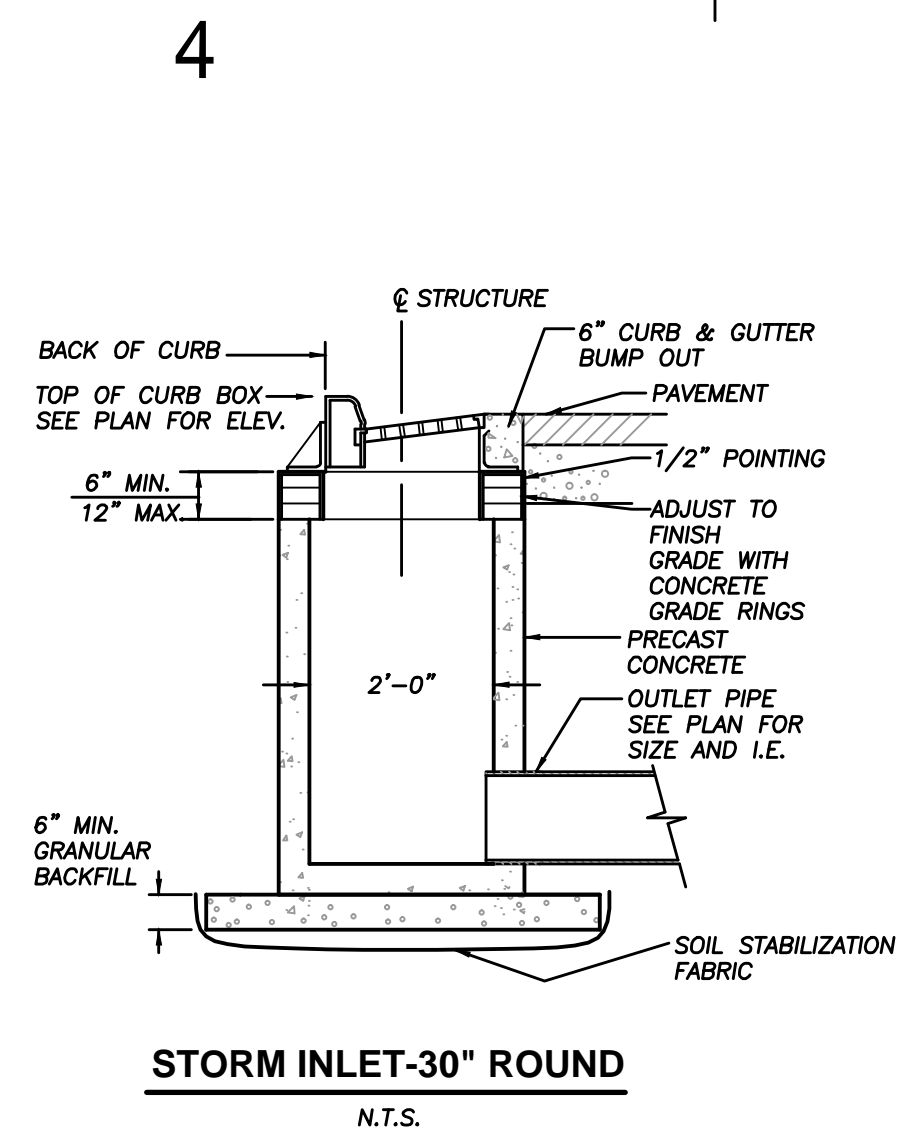
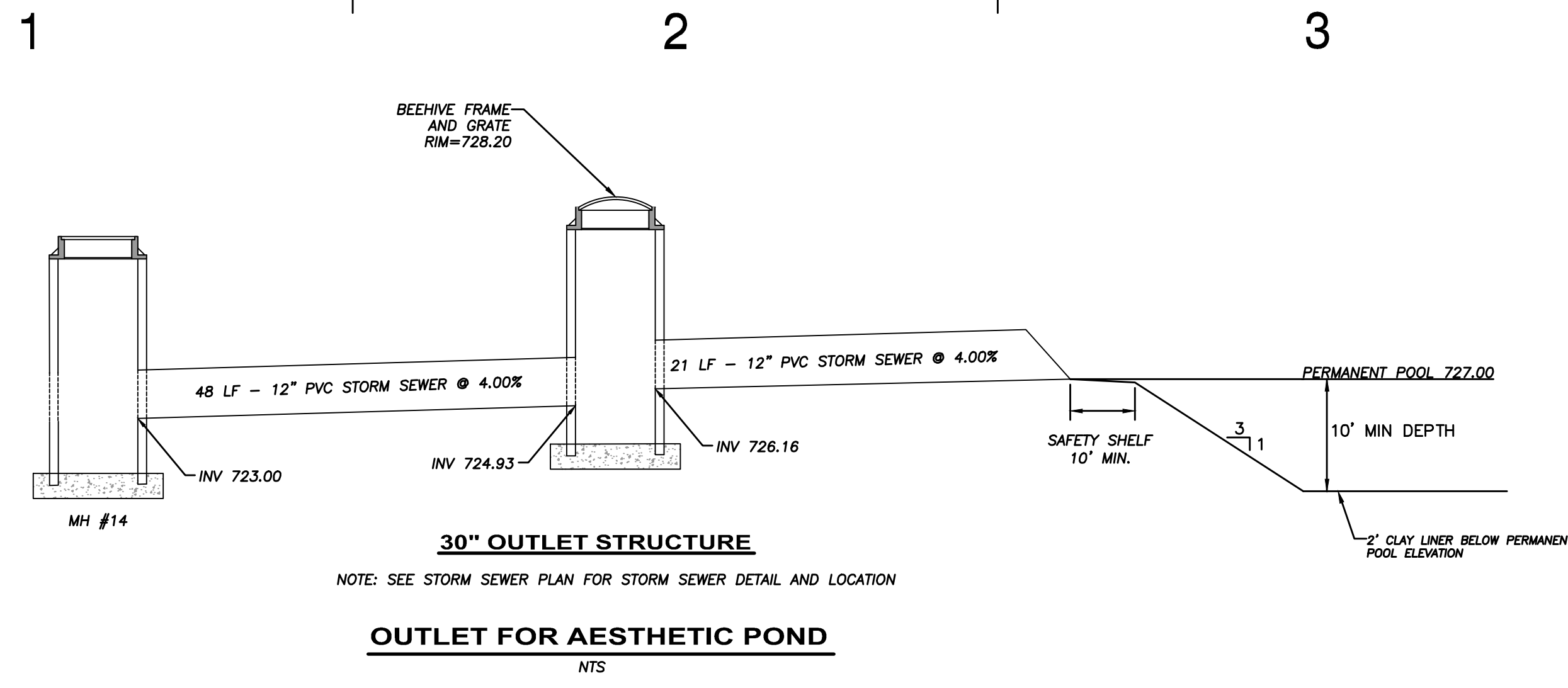
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 OSC Project No: C328-12  
 Sheet No.

**C-8**

Jul 11, 2012 - 2:05pm  
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**PRIVATE PARKING AND DRIVE AREA NOTES**

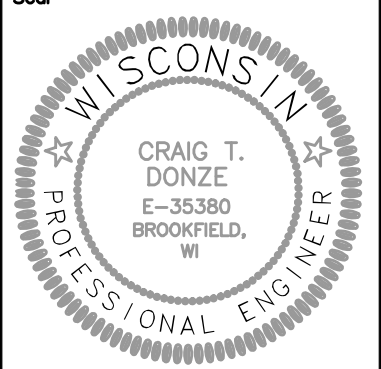
1. THE ASPHALTIC SHALL BE PLACED IN TWO LIFTS. THE BINDER COURSE SHALL BE 1.5" THICK. THE SURFACE COURSE SHALL BE 1.5" THICK. THE SURFACE COURSE SHALL BE SET 0.25-INCHES ABOVE THE CURB FLANGE ELEVATION.
2. THE ASPHALTIC PAVEMENT SHALL BE COMMERCIAL GRADE.
3. COMPACTION OF THE BINDER AND SURFACE COURSES SHALL BE IN ACCORDANCE WITH THE DOT SPECIFICATIONS, BUT SHALL NEVER BE LESS THAN 91.5% OF THE MAXIMUM DENSITY OF THE MATERIAL BEING COMPACTED.
4. ALL AREAS SHALL BE TACKED WITH CSS-1 OIL AT THE RATE OF 0.05 TO 0.15 GALLONS PER SQUARE YARD PRIOR TO SURFACING.
5. THE CONTRACTOR SHALL SUBMIT, FOR THE OWNER'S VERIFICATION AN ASPHALTIC MIX DESIGN MEETING ALL NECESSARY CRITERIA. THE ASPHALTIC MIX DESIGN SHALL CONSIST OF AGGREGATE GRADUATION, AGGREGATE BLEND PERCENTAGES, JOB MIX FORMULA (JMF), RECOMMENDED ASPHALT CONTENT, RECOMMENDED PLANT MIX TEMPERATURE RANGE AND SHALL BE SIGNED BY A PROFESSIONAL ENGINEER.
6. BASE COURSE UNDER THE ASPHALT SHALL CONSIST OF 10" OF CRUSHED LIMESTONE. IT SHALL BE PLACED AS FOLLOWS: 8" OF 1 1/2" BASE COURSE AND 2" OF 3/4" BASE COURSE. IT SHALL BE ROLLED AND COMPACTED IN ACCORDANCE WITH THE DOT SPECIFICATIONS.
7. NO ASPHALT PAVEMENT SHALL BE PLACED WHEN THE TEMPERATURE IS BELOW 35 DEGREE FAHRENHEIT OR ON FROZEN BASE.
8. THE CONCRETE CURB AND GUTTER SHALL BE JOINTED EVERY 10 FEET WITH A FELT JOINT AT ALL RADIUS POINTS AND WITHIN 3 FEET OF AN INLET.
9. CURB SHALL BE REMOVED TO THE NEAREST JOINT. A MINIMUM OF 2-18" LONG NO. 4 BARS SHALL BE USED AT CONNECTIONS TO EXISTING CURB.
10. VILLAGE OF PLEASANT PRAIRIE SHALL BE NOTIFIED AT LEAST 48-HOURS PRIOR TO CURB WORK WITHIN THE PUBLIC RIGHT-OF-WAY TO ARRANGE FOR INSPECTIONS(S).
11. NO CURB AND GUTTER SHALL BE PLACED WHEN THE TEMPERATURE IS BELOW 35 DEGREES FAHRENHEIT OR ON FROZEN BASE.
12. ALL OTHER SPECIFICATIONS NOT COVERED HERE ARE TO BE COVERED BY THE CURRENT STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND ITS ADDENDA.
13. ALL INLETS SHALL BE CONSTRUCTED AS INTERIMS UNTIL THE FINAL ASPHALT LIFT IS INSTALLED. THE MINIMUM "INTERIM CURB" SHALL BE 3 FEET ON EITHER SIDE OF THE INLET.

NO.	REVISION DESCRIPTION	DATE
1	ISSUE FOR REVIEW COMMENTS	07/17/12

**One Source Consulting**  
 Construction Market (Value Sensitive) Civil Engineers  
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 (414) 462-9006 (FAX)  
 www.onsourceconsult.com

**PROJECT**  
 COBBLE STONE CREEK  
 PRAIRIE RIDGE BOULEVARD  
 PLEASANT PRAIRIE, WI 53158

**CLIENT**  
 LEXINGTON HOMES, INC.  
 1300 N. KIMPS COURT  
 GREEN BAY, WI 54313

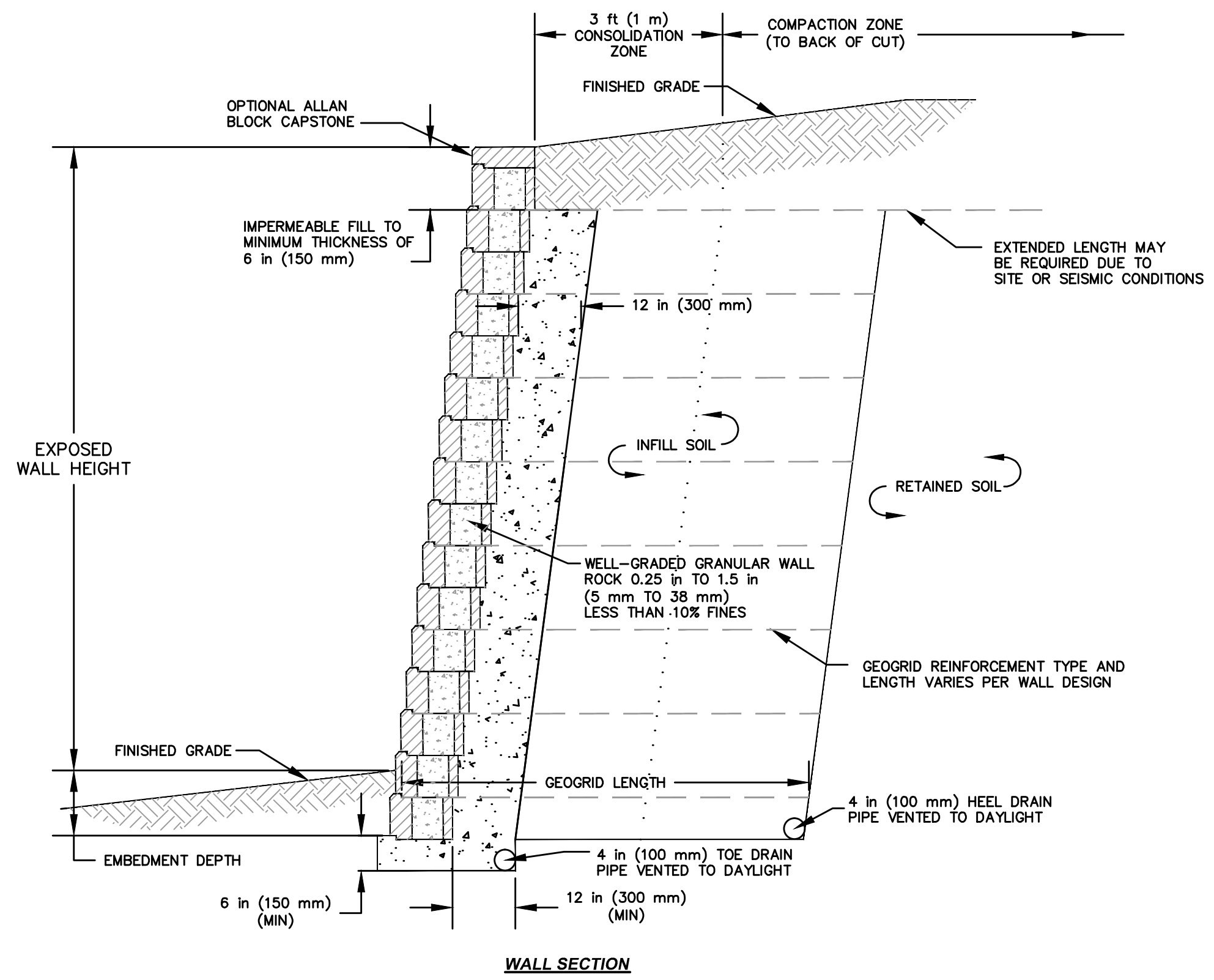


**SITE CONSTRUCTION DETAILS**  
**STORM SEWER & PAVING**

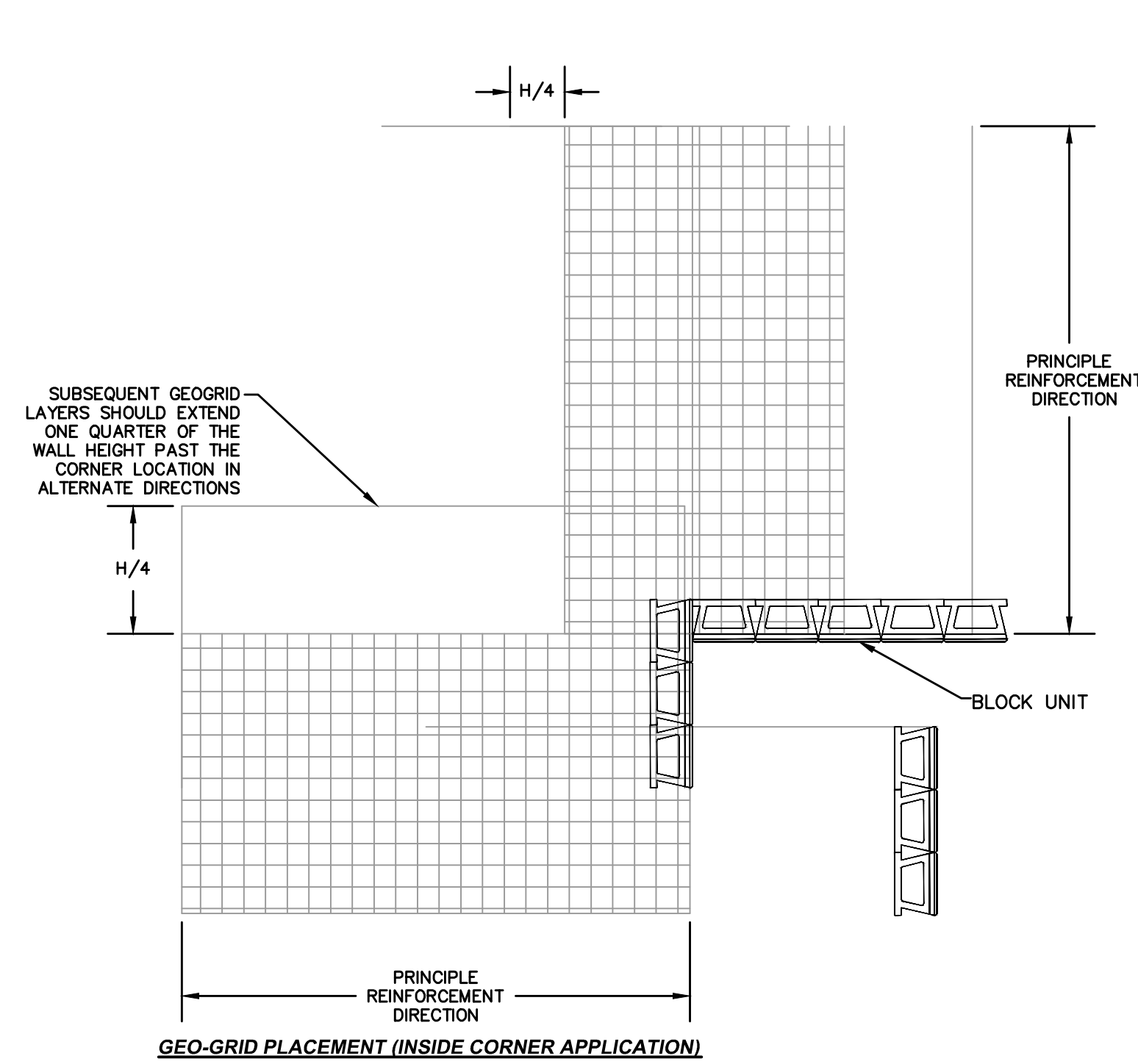
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 Drawn: HAM 5/17/2012  
 Checked: CTD 5/17/2012  
 OSC Project No: 328-12  
 Sheet No.

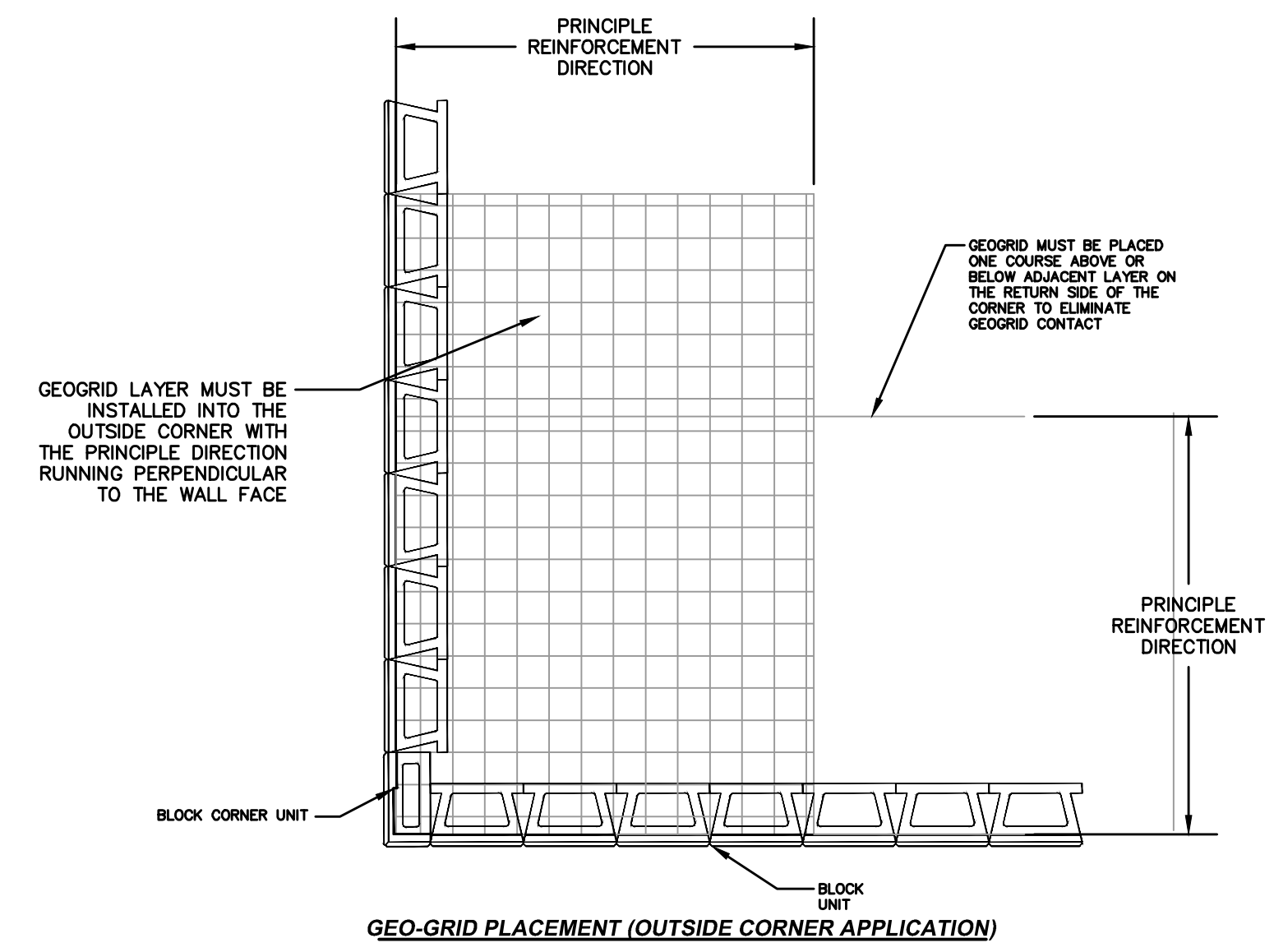
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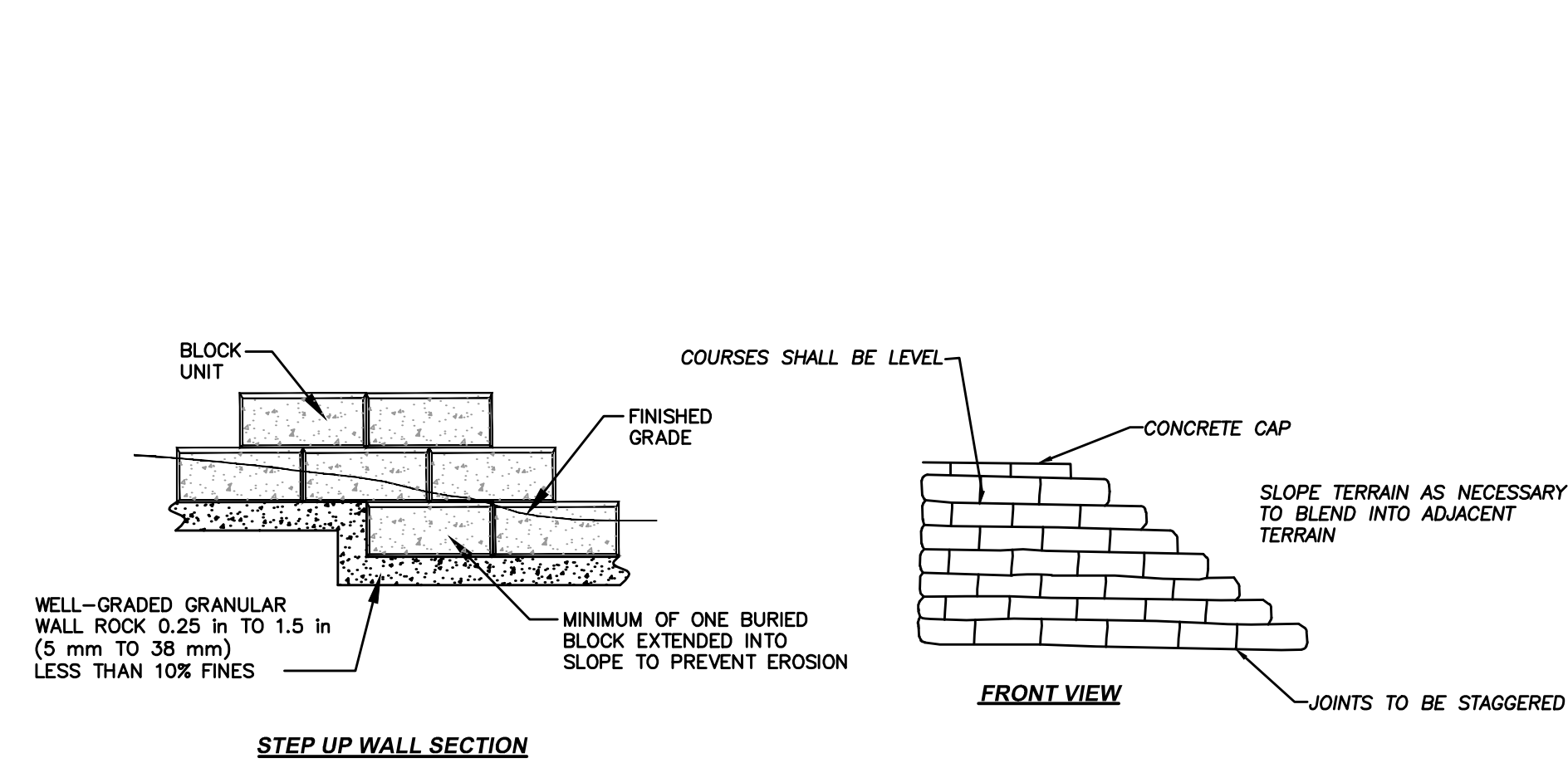
WALL SECTION



GEO-GRID PLACEMENT (INSIDE CORNER APPLICATION)

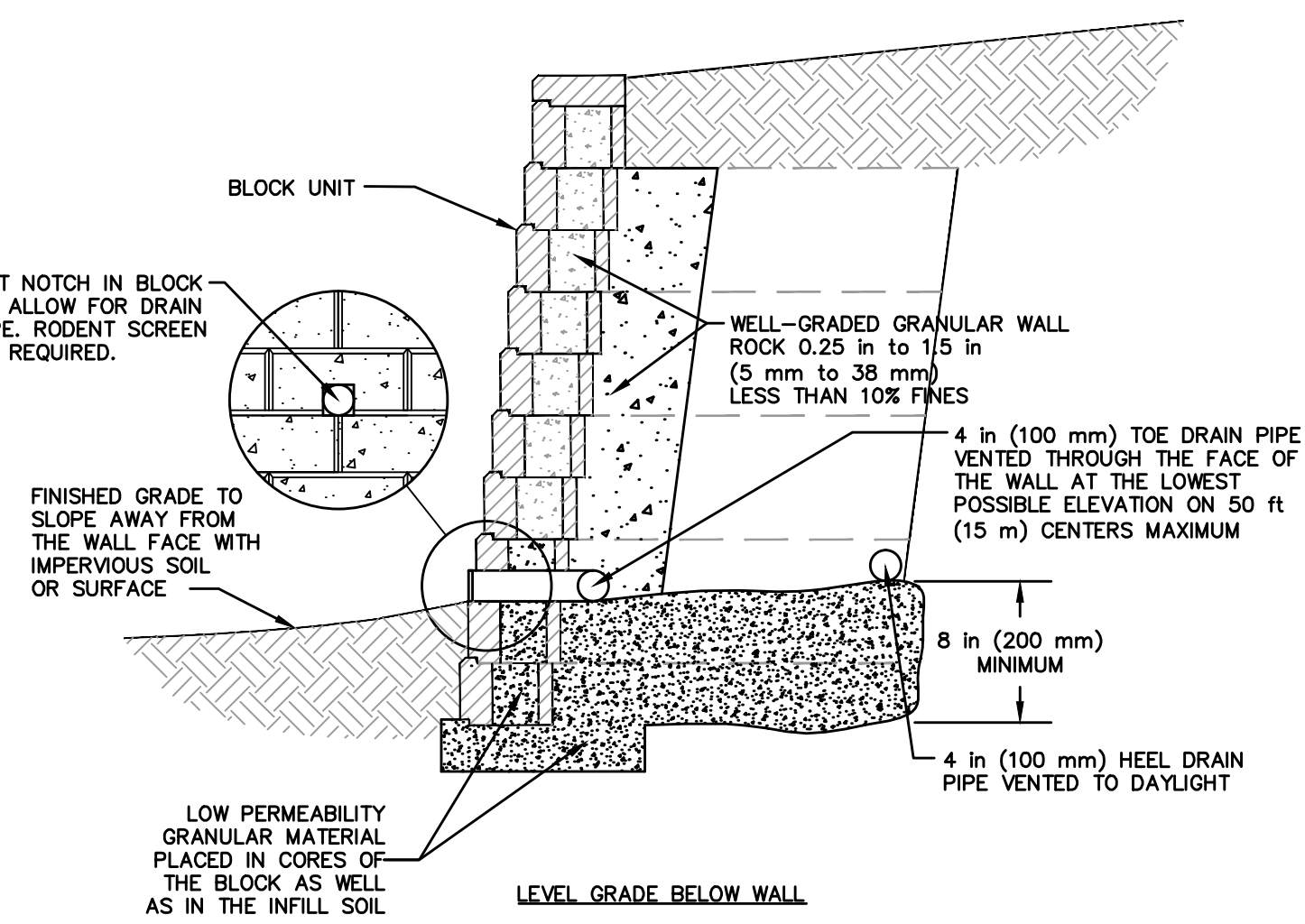


GEO-GRID PLACEMENT (OUTSIDE CORNER APPLICATION)

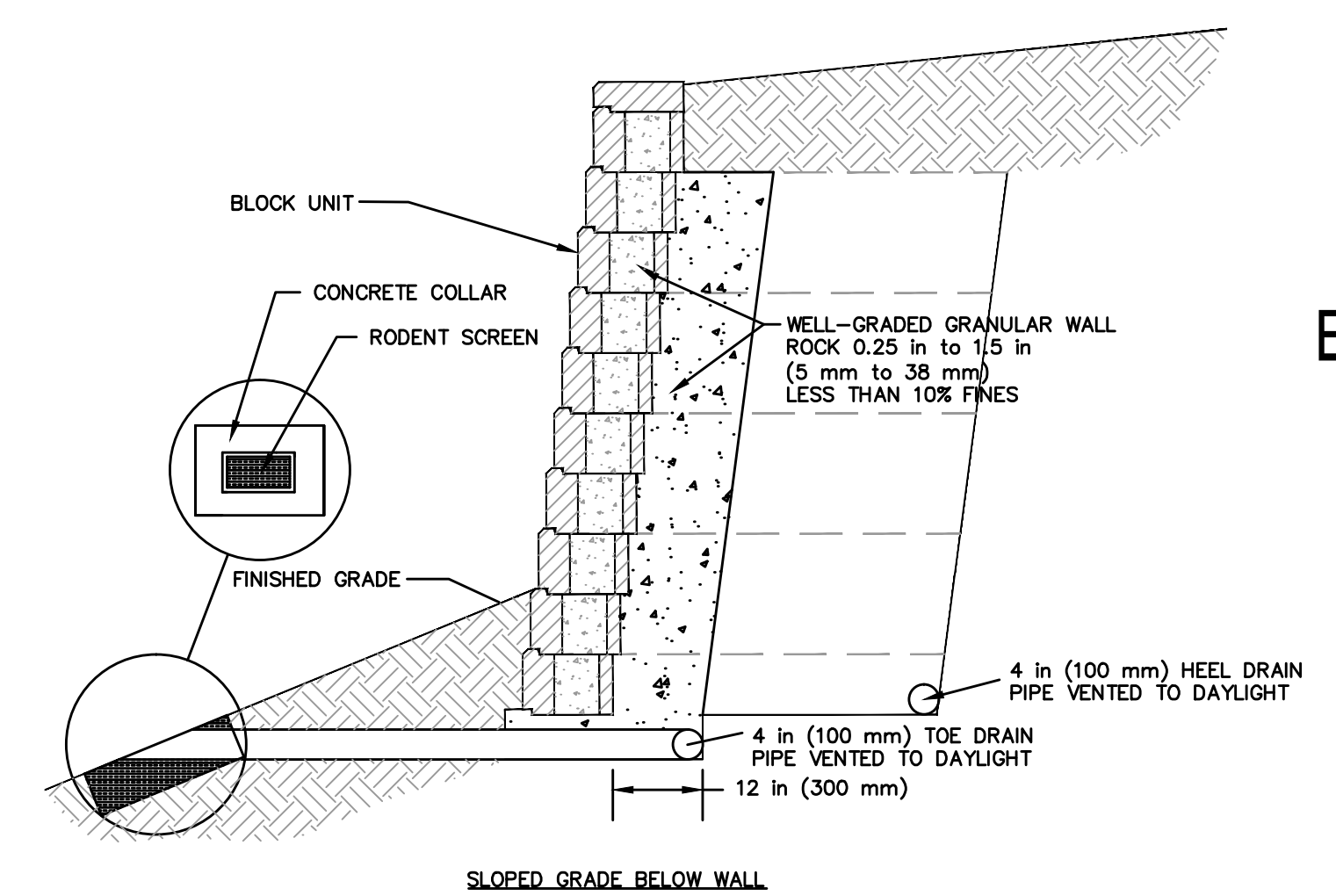


STEP UP WALL SECTION

FRONT VIEW



STRUCTURAL MODULAR BLOCK WALL  
 N.T.S.



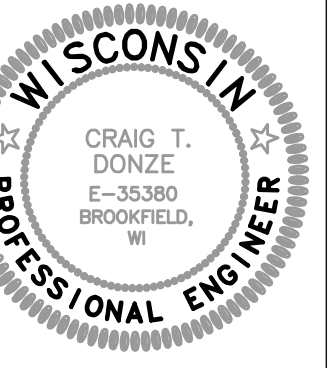
SLOPED GRADE BELOW WALL

NO.	REVISION DESCRIPTION	DATE
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PROJECT: COBBLE STONE CREEK  
 PRAIRIE RIDGE BOULEVARD  
 PLEASANT PRAIRIE, WI 53158  
 CLIENT: LEXINGTON HOMES, INC.  
 1300 N. KIMPS COURT  
 GREEN BAY, WI 54313



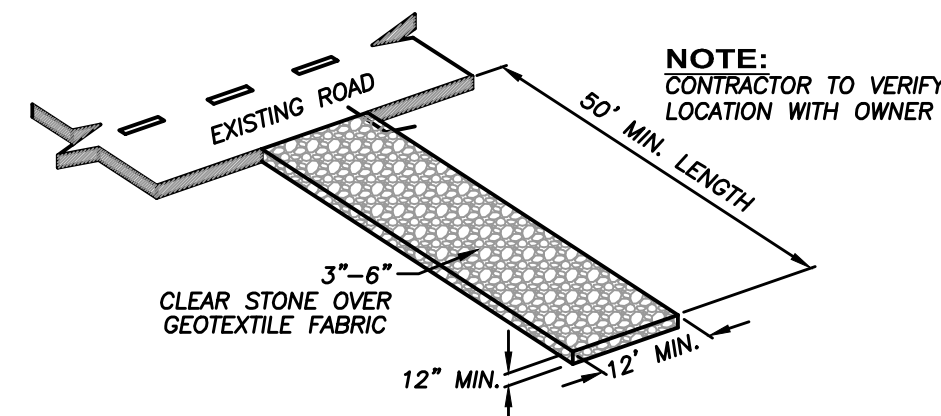
SHEET TITLE: SITE CONSTRUCTION DETAILS  
 RETAINING WALLS

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 Sheet No.

C-11

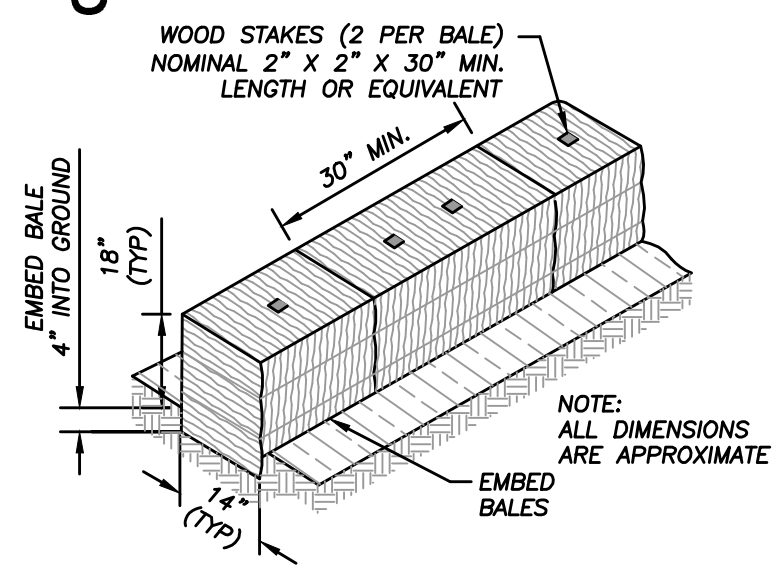
1 2



- GENERAL NOTES:**
1. TRACKING PADS SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.
  2. THE AGGREGATE FOR TRACKING PADS SHALL BE 3 TO 6-INCH CLEAR OR WASHED STONE. ALL MATERIAL TO BE RETAINED ON A 3-INCH SIEVE.
  3. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12-INCHES THICK. ON SITES WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PAD, THE PAD SHALL BE UNDERLAIN WITH WADOT TYPE "B" GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOILS INTO THE STONE LAYER.
  4. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE A MINIMUM 50- FEET LONG.
  5. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, AT THE END OF EACH WORKING DAY.
  6. TRACKING PADS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24-HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5-INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
  7. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.

**CONSTRUCTION ENTRANCE**  
N.T.S.

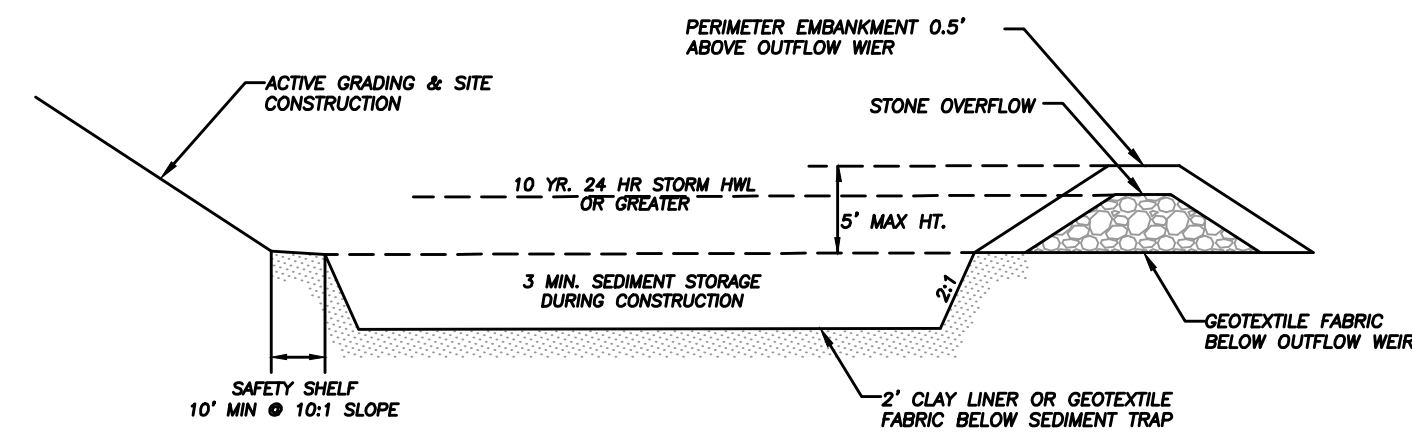
3 4



- GENERAL NOTES:**
1. BALES SHALL BE PLACED AT THE TOP OF SLOPE OR ON THE CONTOUR AND IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
  2. EACH BALE SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 4", AND PLACED SO THAT BINDINGS ARE HORIZONTAL.
  3. BALES SHALL BE SECURELY ANCHORED IN PLACE BY EITHER TWO STAKES OR RE-BARS DRIVEN THROUGH THE BALE. THE FIRST STAKE IN EACH BALE SHALL BE DRIVEN TOWARD THE PREVIOUSLY LAID BALE AT AN ANGLE TO FORCE THE BALES TOGETHER. STAKES SHALL BE DRIVEN FLUSH WITH THE BALE.
  4. INSPECTION SHALL BE FREQUENT AND REPAIR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
  5. BALES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

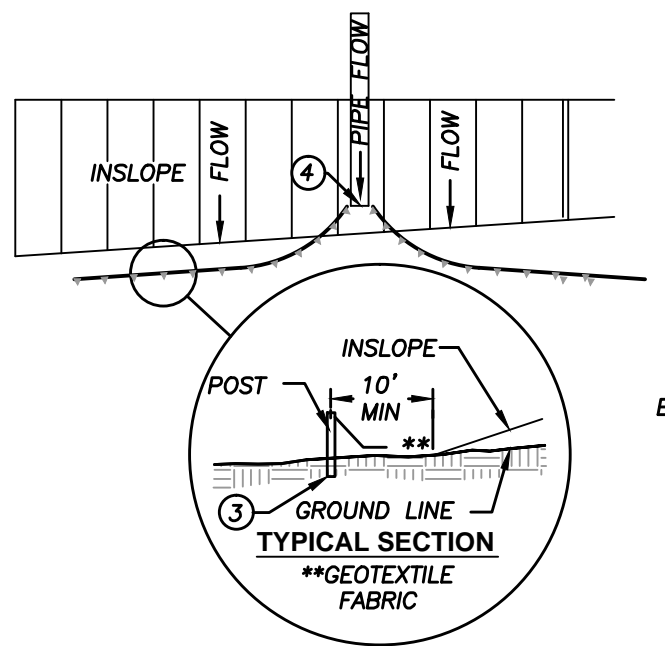
**PERIMETER CONTROL (STRAW BALES)**  
N.T.S.

5 6



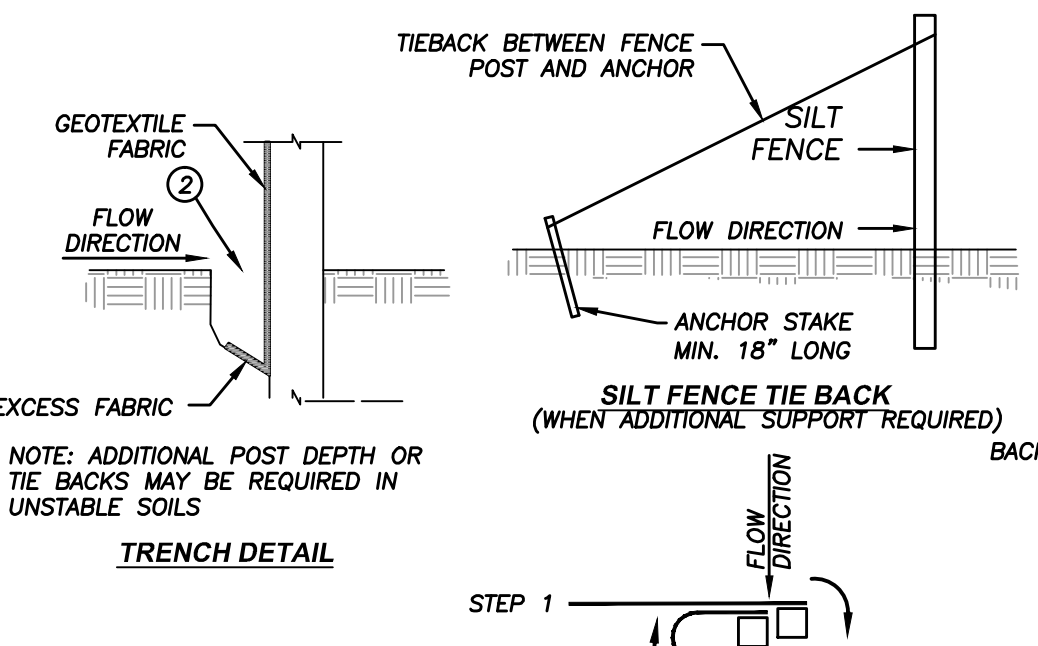
- GENERAL NOTES:**
1. TEMPORARY SEDIMENT TRAP TO BE SIZED AND CONSTRUCTED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1053 FOR TRIBUTARY AREAS NOT EXCEEDING 5 ACRES AND IN A LOCATION THAT IS CONVENIENT FOR DEWATERING AND CLEANOUT.
  2. FOR FINE TEXTURED SOILS THE SURFACE AREA OF THE SEDIMENT TRAP SHALL BE EQUAL TO 5300 TIMES THE TRIBUTARY DRAINAGE AREA  $A_s = 5300 \times A_d$
  3. THE DEPTH OF THE BASIN SHALL NOT BE LESS THAN 3" MEASURED FROM THE STONE OUTFALL TO THE TOP OF THE SEDIMENT LAYER AT ANY TIME.
  4. THE OUTFLOW WEIR SHALL BE CONSTRUCTED OF 3-6 INCH ANGULAR WELL GRADED CLEAR WASHED STONE WITH A GEOTEXTILE FABRIC UNDERLAYMENT.

**SEDIMENT TRAP CROSS SECTION**  
N.T.S.

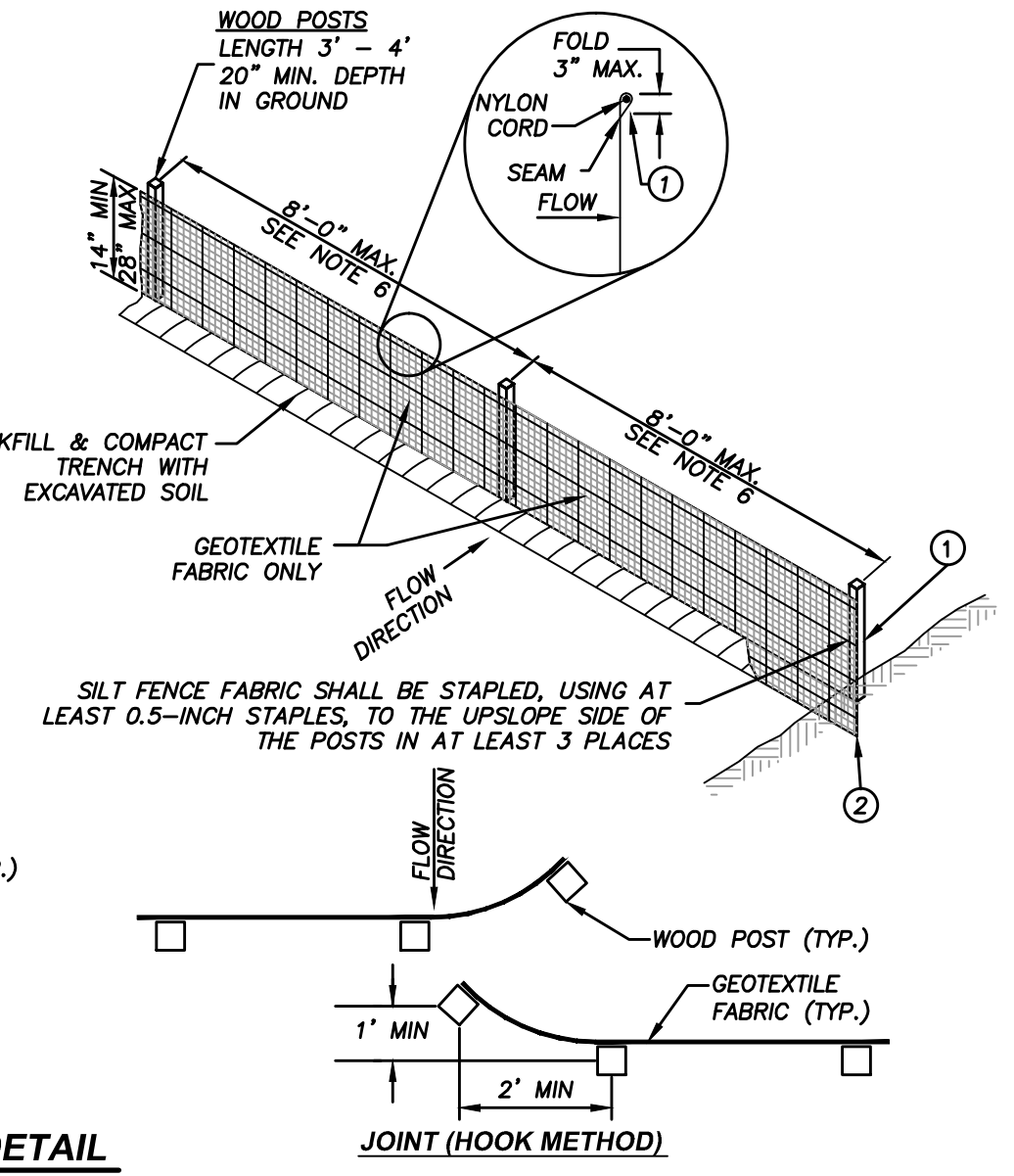


**SILT FENCE ALONG SLOPES & OUTFALLS**

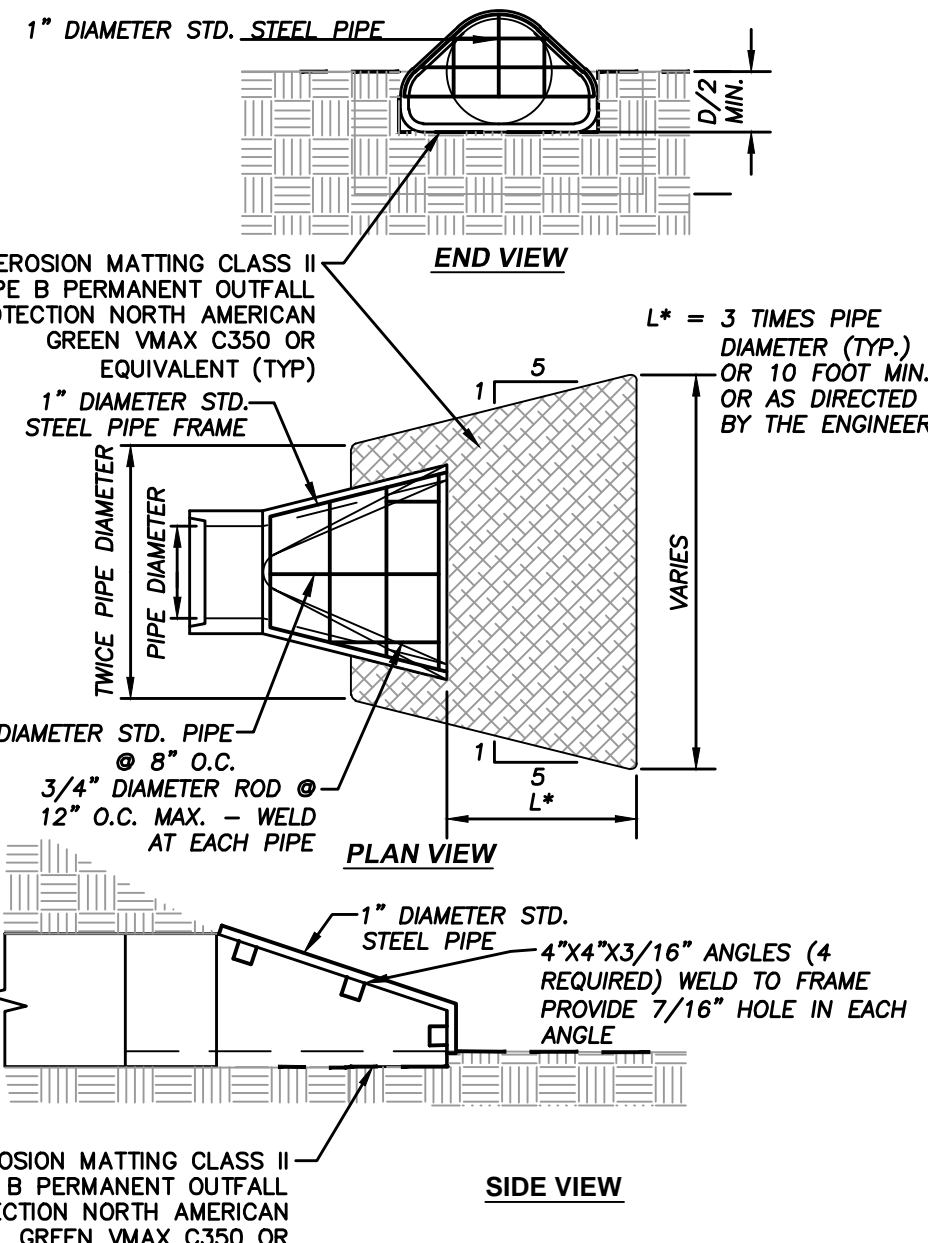
- GENERAL NOTES:**
1. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8-INCHES OF FABRIC IN A 4-INCH WIDE AND 6-INCH DEEP TRENCH OR 6-INCH DEEP V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCHES SHALL NOT BE EXCAVATED WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
  2. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
  3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1.125-INCHES x 1.125-INCHES OF DRIED OAK OR HICKORY.
  4. SILT FENCE TO EXTEND ABOVE THE TOP OF PIPE.
  5. SILT FENCE CONSTRUCTION AND GEOTEXTILE FABRIC SHALL CONFORM TO WDNR TECHNICAL STANDARD 1056.
  6. POST SPACING SHALL BE SELECTED BASED ON GEOTEXTILE FABRIC (8- FEET FOR WOVEN & 3- FEET FOR NON-WOVEN)



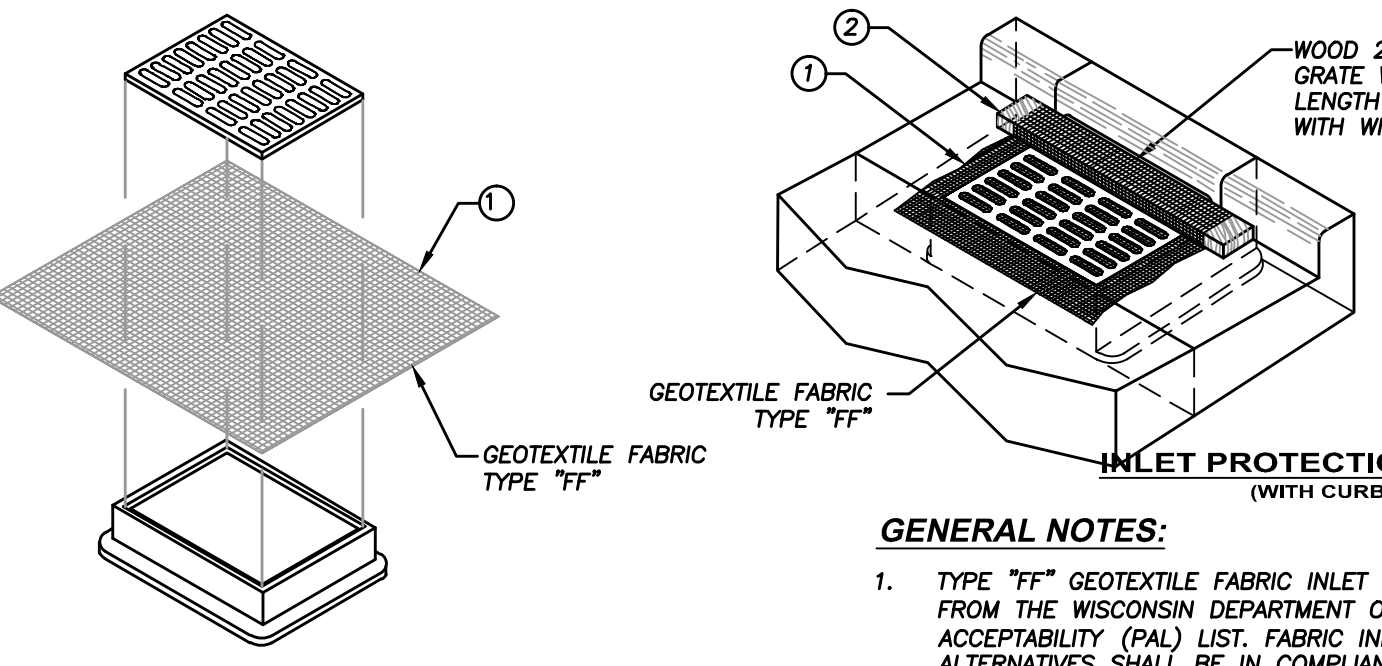
**TRENCH DETAIL**



**SILT FENCE DETAIL**  
N.T.S.



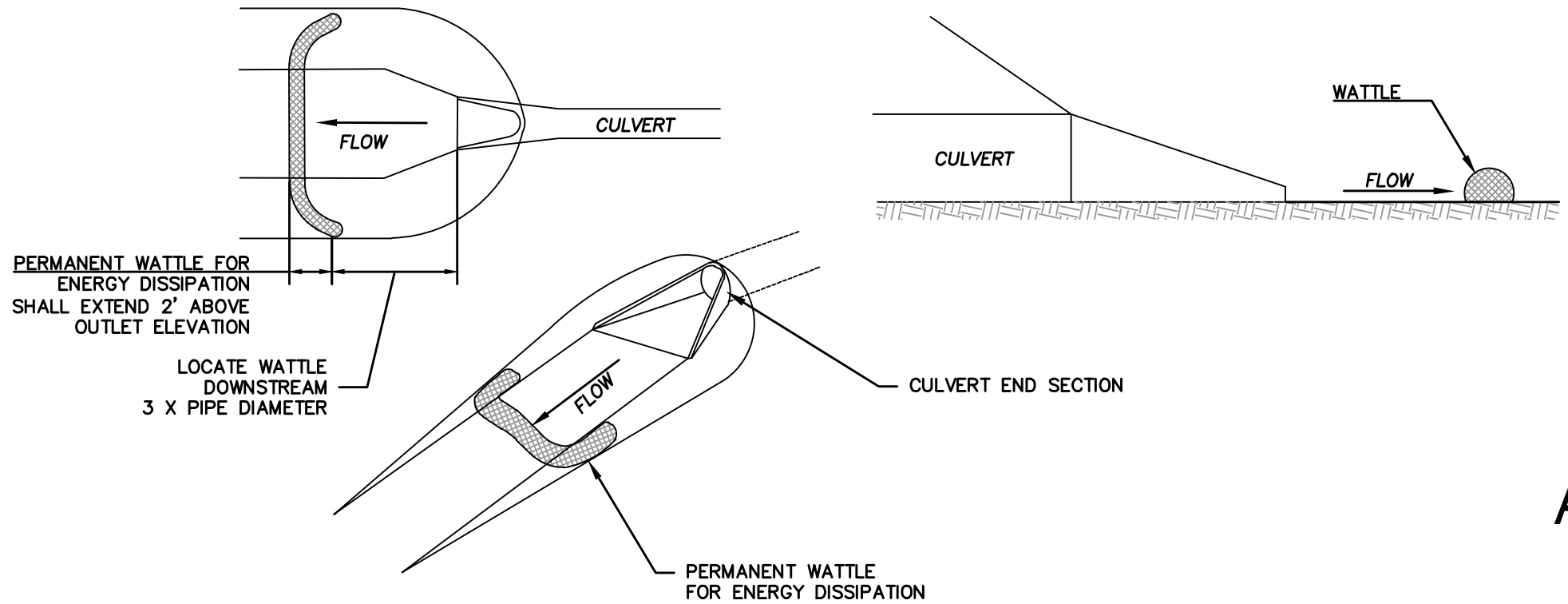
**RIPRAP APRON ENDWALL W/ GRATE**  
N.T.S.



**INLET PROTECTION - TYPE "B"**  
(WITHOUT CURB BOX)

- GENERAL NOTES:**
1. TYPE "FF" GEOTEXTILE FABRIC INLET PROTECTION SHALL BE SELECTED FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION'S PRODUCT ACCEPTABILITY (PA) LIST. FABRIC INLET PROTECTION AND MANUFACTURED ALTERNATIVES SHALL BE IN COMPLIANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1060.
  2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
  - 1 FINISHED SIZE, INCLUDING FLAP POCKET WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
  - 2 FOR INLET PROTECTION, TYPE "C" (WITH CURB BOX), AN ADDITIONAL 18 INCHES OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

**INLET PROTECTION**  
N.T.S.



**PERMANENT WATTLE FOR ENERGY DISSIPATION DETAIL**  
N.T.S.

DATE	07/17/12
REVISION DESCRIPTION	
NO	1
DATE	
REVISION DESCRIPTION	
NO	



**One Source Consulting**  
Construction Modified/Value Sensitive/Civil Engineers

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**PROJECT**  
COBBLE STONE CREEK  
PRAIRIE RIDGE BOULEVARD  
PLEASANT PRAIRIE, WI 53158

**CLIENT**  
LEXINGTON HOMES, INC.  
1300 N. KIMPS COURT  
GREEN BAY, WI 54313



**SHEET TITLE**  
SITE CONSTRUCTION DETAILS  
EROSION CONTROL

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Drawn: HAM 5/17/2012  
Checked: CTD 5/17/2012  
OSC Project No: 328-12  
Sheet No.

**C-12**

**LIGHT FIXTURE SCHEDULE**

LIGHT FIXTURE			FIXTURE LAMPING			SYSTEM		NOTES			
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTS	BALLAST	CATALOG NUMBER	TYPE	WATTS	QTY.	WATTS	
SI	SITE LIGHT ON 16'-0" POLE, TYPE 2	AAL	PROV-H2-175PSMH-MT H25		HFF	EDIT	MHP	175	1	175	1, 2
WI	WALL PACK	RAB LIGHTING	WP2FCH50		HFF	EDIT	MH	50	1	50	2

- NOTES:  
 1. PROVIDE 16'-0" POLE, TAPERED ROUND, COMPOSITE.  
 2. FIXTURE FINISH COLOR SHALL BE SELECTED BY OWNER.

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**CALCULATION SUMMARY**

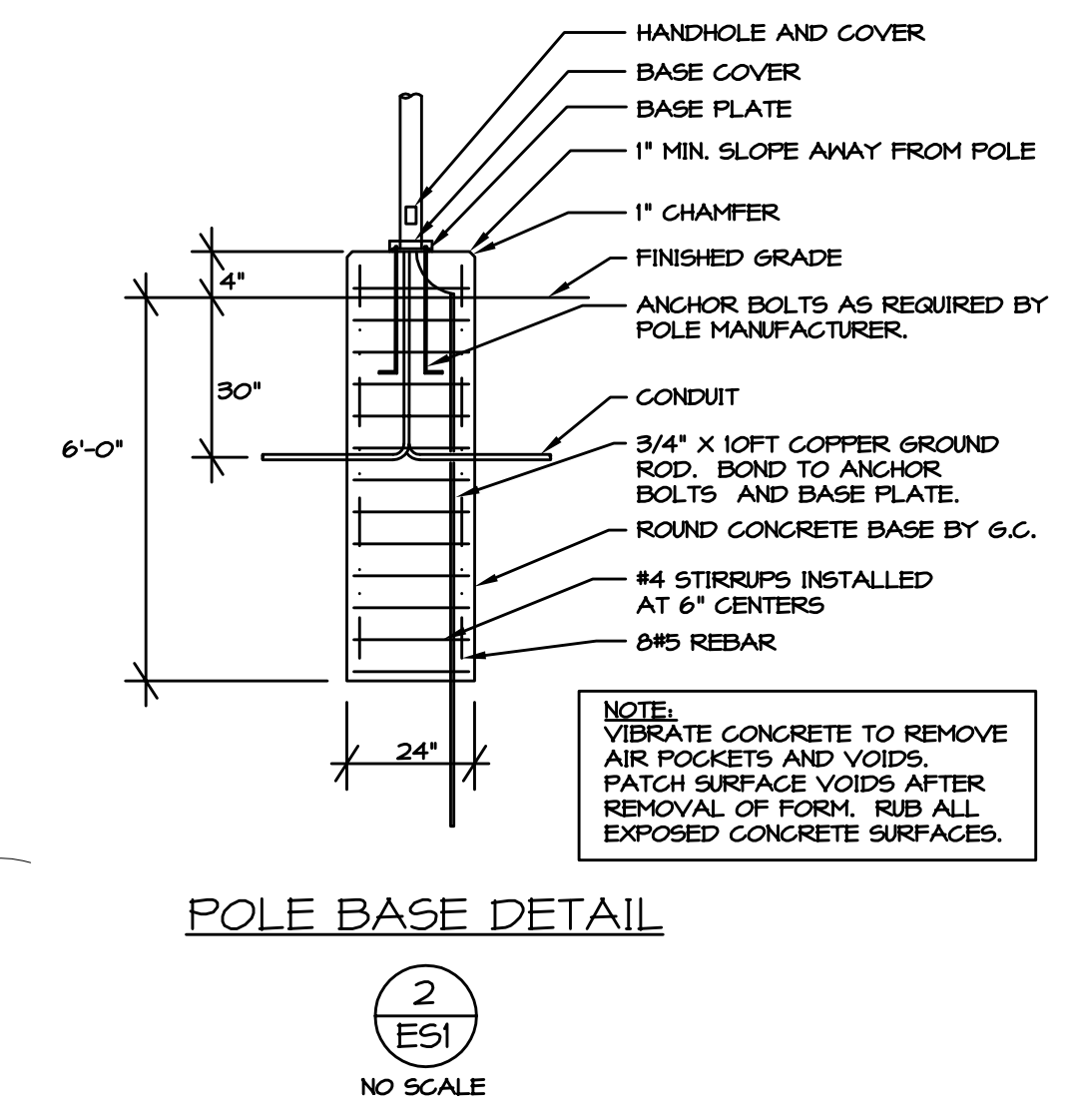
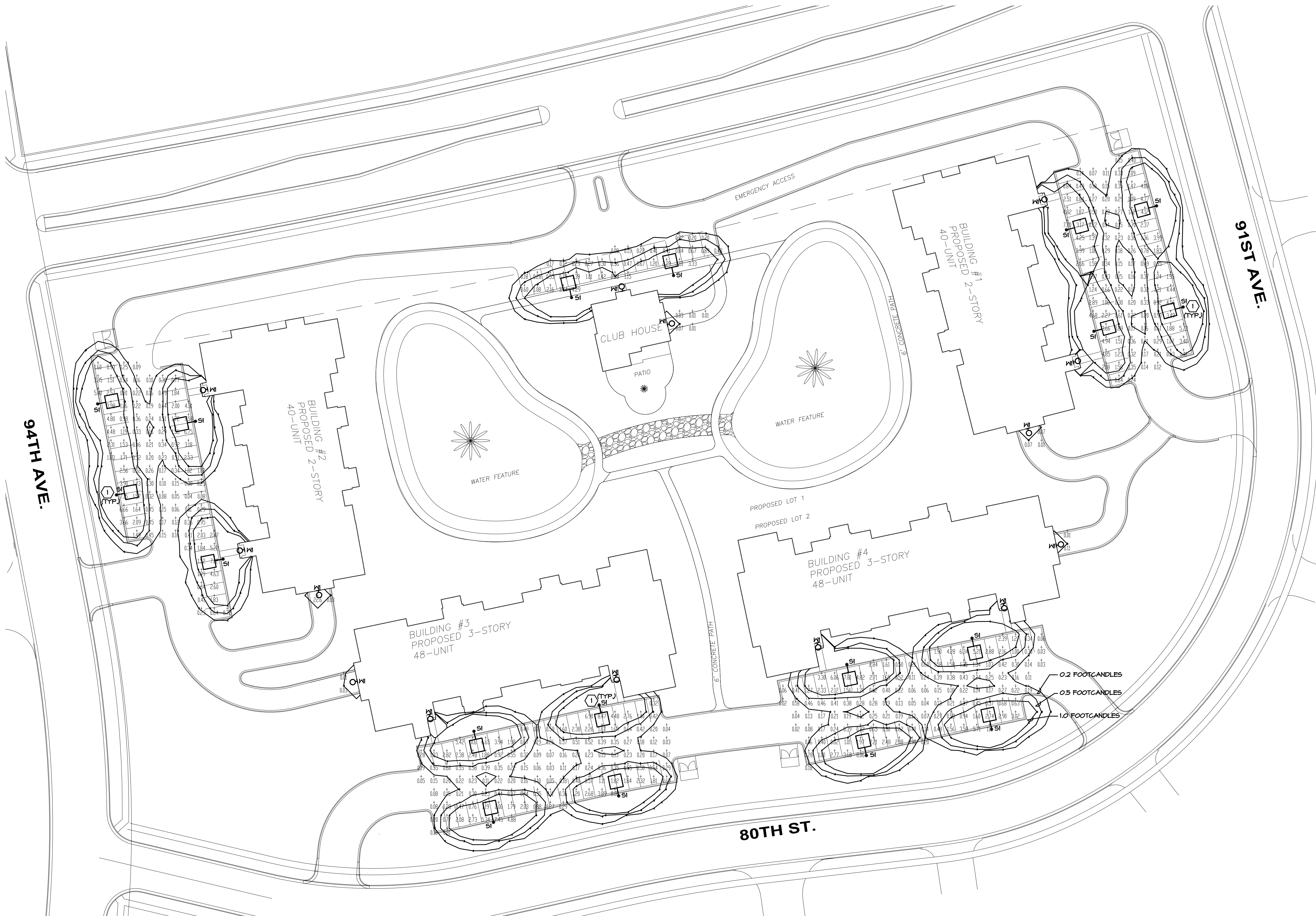
AREA NAME	DIMENSIONS	GRID / TYPE	# PTS	SPAC	GROUP	AVE	MAX	MIN	MAX/MIN	AVE/MIN
5/11/12	968.69x703.60ft	Point / H-H	537	10.00	(<+)	1.26	22.58	0.01	3347.1	187.21

**GENERAL NOTES - SITE PLAN:**

- COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS ON SITE INSTALLATION.
- PRIOR TO FINAL ACCEPTANCE, PROVIDE ACCURATE MARKED UP PLAN SHOWING LOCATIONS OF BURIED CONDUIT.
- ALL CONDUIT IS TO BE BURIED AT 30 INCHES BELOW GRADE, MINIMUM.

**PLAN NOTES - SHEET ES1**

- ① SEE DETAIL 2/ESI FOR POLE BASE DETAIL.



**1 ELECTRICAL SITE PLAN**  
 1" = 40'-0"



**SHEET INDEX**

NUMBER	DESCRIPTION	
ES1	ELECTRICAL - SITE PLAN	12-086

**ROMES DESIGN INCORPORATED**  
 DESIGNERS OF MECHANICAL, PLUMBING, & ELECTRICAL SYSTEMS  
 1600 SHAWANO, SUITE 204 PHONE: (920) 542-4630  
 GREEN BAY, WI 54303 FAX: (920) 542-4635  
 E-MAIL: RSTAFFORD@ROMESDESIGN.COM

EXTERIOR LIGHTING FOR:  
**COBBLESTONE CREEK**  
 PLEASANT PRAIRIE, WISCONSIN

**ROMES DESIGN INCORPORATED**  
 DESIGNERS OF MECHANICAL, PLUMBING, & ELECTRICAL SYSTEMS  
 1600 SHAWANO, SUITE 204 PHONE: (920) 542-4630  
 GREEN BAY, WI 54303 FAX: (920) 542-4635  
 E-MAIL: RSTAFFORD@ROMESDESIGN.COM

DATE: 05/16/12  
 JOB NO.: 12-086  
 DRAWN BY: RNS  
 REVIEWED BY: SAP

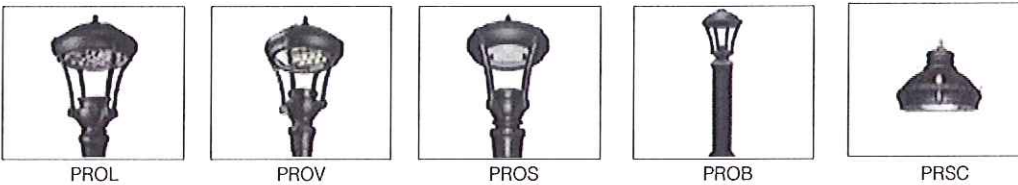
**ES1**

N:\projects\Working\Projects\_2012\12-086\_Cobblestone Creek - Exterior Lighting\12-086\_ES1.dwg, 5/16/2012 1:15:59 PM, Randy Stafford

1	2	3	4	5
LUMINAIRE	LAMP/BALLAST	OPTIONS	COLOR	MOUNTING



PROVIDENCE FAMILY OF FIXTURES



PROL

PROV

PROS

PROB

PRSC

**Features**

- Part of AAL's Designer SSL Series
- Featuring highly efficient, exclusive MicroEmitter™ reflector technology
- Available with exclusive wiHUBB® technology
  - Wireless control system for 0-10VDC full range dimming control
  - Programmable autonomous operation
- Canted design provides even illumination with less glare
- DLC approved (Types 3 and 5, 5100K)
- Field replaceable LED EmitterDeck™ upgrade kits for existing PROV-H (HID or CFL) models available
- Features exclusive LifeShield™ Protection System for extreme weather conditions (-30°C to 60°C)
- 0 - 10v dimming capabilities
- Surge protection included
- IP55 rating
- Powder coat finish in 13 standard colors with a polymer primer sealer

PROVIDENCE  
MEDIUM SCALE HOUSING

LifeShield™  
Protection System



PROV

JOB INFORMATION

TYPE \_\_\_\_\_

JOB NAME \_\_\_\_\_

LAMP (BY OTHERS) \_\_\_\_\_

CUSTOMER \_\_\_\_\_

DATE \_\_\_\_\_

*Consult factory for any custom/modified products*

APPROVALS



1	2	3	4	5
LUMINAIRE	LAMP/BALLAST	OPTIONS	COLOR	MOUNTING

## 1. LUMINAIRE

### LED

<input type="checkbox"/>	PROV-T2-60LED-WW	IES Type 2 distribution. Warm white (3500K).
<input type="checkbox"/>	PROV-T2-60LED-BW	IES Type 2 distribution. Bright white (5100K).
<input type="checkbox"/>	PROV-T3-60LED-WW	IES Type 3 distribution. Warm white (3500K).
<input type="checkbox"/>	PROV-T3-60LED-BW	IES Type 3 distribution. Bright white (5100K).
<input type="checkbox"/>	PROV-T4-60LED-WW	IES Type 4 distribution. Warm white (3500K).
<input type="checkbox"/>	PROV-T4-60LED-BW	IES Type 4 distribution. Bright white (5100K).
<input type="checkbox"/>	PROV-T5-60LED-WW	IES Type 5 distribution. Warm white (3500K).
<input type="checkbox"/>	PROV-T5-60LED-BW	IES Type 5 distribution. Bright white (5100K).

60 light emitting diode array (72 watts). Class 1, 120 thru 277 volt. 350mA drive current.

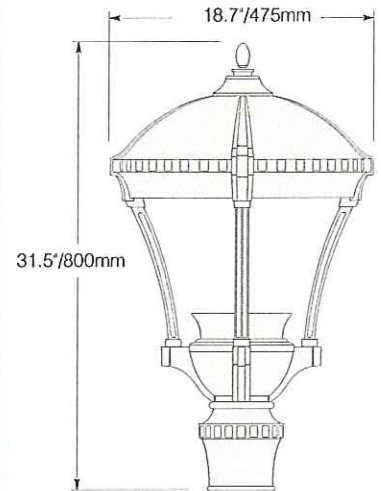
### HID

<input checked="" type="checkbox"/>	PROV-H2	Type 2 horizontal reflector, flat tempered clear glass lens
<input type="checkbox"/>	PROV-H3	Type 3 horizontal reflector, flat tempered clear glass lens
<input type="checkbox"/>	PROV-H4	Type 4 horizontal reflector, flat tempered clear glass lens
<input type="checkbox"/>	PROV-H5	Type 5 horizontal reflector, flat tempered clear glass lens
<input type="checkbox"/>	PROV-V3	Type 3 vertical reflector, tempered clear sag glass lens
<input type="checkbox"/>	PROV-V5	Type 5 vertical reflector, tempered clear sag glass lens
<input type="checkbox"/>	PROV-INDA	Asymmetric indirect, indirect reflective optical system, metal halide ED-17 & T6 lamps only
<input type="checkbox"/>	PROV-INDS	Symmetric indirect, indirect reflective optical system, metal halide ED-17 & T6 lamps only.

## 2. LAMP/BALLAST

<input type="checkbox"/>	CF	Compact fluorescent, electronic 120 thru 277 volt ballast. Use GX24q base, 26, 32 or 42 watt lamp. -18° C minimum starting temp. Direct only.
<input type="checkbox"/>	50MH	50 watt metal halide 120/208/240/277 volt ballast. Use medium base, ED-17 lamp.
<input type="checkbox"/>	50MHEB	50 watt electronic metal halide 120 thru 277 volt ballast. Use medium base, ED-17 lamp.
<input type="checkbox"/>	70MH	70 watt metal halide 120/208/240/277 volt ballast. Use medium base, ED-17 lamp.
<input type="checkbox"/>	70MHEB	70 watt electronic metal halide 120 thru 277 volt ballast. Use medium base, ED-17 lamp.
<input type="checkbox"/>	70MHT6	70 watt metal halide 120/277/347 volt ballast. Use G12 base, T-6 ceramic lamp.
<input type="checkbox"/>	70MHT6EB	70 watt electronic metal halide 120 thru 277 volt ballast. Use G12 base, T-6 ceramic lamp.
<input type="checkbox"/>	100MH	100 watt metal halide 120/208/240/277 volt ballast. Use medium base, ED-17 lamp.
<input type="checkbox"/>	150PSMH	Pulse start 150 watt metal halide 120/208/240/277 volt ballast. Use medium base, ED-17 lamp.
<input type="checkbox"/>	150PSMHT6	Pulse start 150 watt metal halide 120/208/240/277 volt ballast. Use G12 base, T-6 ceramic lamp.
<input type="checkbox"/>	150MHEB	150 watt electronic metal halide 120 or 277 volt ballast. Use medium base, ED-17 lamp.
<input type="checkbox"/>	150MHT6EB	150 watt electronic metal halide 120 or 277 volt ballast. Use G12 base, T-6 ceramic lamp.
<input checked="" type="checkbox"/>	175PSMH	Pulse start 175 watt metal halide 120/208/240/277 volt ballast. Use medium base, ED-17 lamp. For vertical reflector only.
<input type="checkbox"/>	70HPS	70 watt high pressure sodium 120/208/240/277 volt ballast. Use medium base, ED-17 lamp.
<input type="checkbox"/>	100HPS	100 watt high pressure sodium 120/208/240/277 volt ballast. Use medium base, ED-17 lamp.
<input type="checkbox"/>	150HPS	150 watt high pressure sodium 120/208/240/277 volt ballast. Use medium base, ED-17 lamp.

350mA drive current. All ballasts are factory wired for 277 volts, unless specified. Lamps not included. All applicable ballasts are EISA compliant.



WEIGHT: 29 LBS

EPA: 0.96

### JOB INFORMATION

TYPE

JOB NAME

LAMP (BY OTHERS)

CUSTOMER

DATE

Consult factory for any custom/  
modified products

APPROVALS



1	2	3	4	5
LUMINAIRE	LAMP/BALLAST	OPTIONS	COLOR	MOUNTING

### 3. OPTIONS

- SPK      Decorative cast aluminum spikes on the top and bottom of the four vertical struts.
- PFN      Cast aluminum finial painted a brass color.
- BPS      Cast aluminum struts painted a brass color. Spikes also painted brass if chosen.
- PCA-T    Rotatable photocell housing.
- HSS      House side shield to cut off light behind the pole and shield the lamp from view. HSS not available for Type 5. Factory installed. Not for LED.
- LDL      Lightly diffused lens. Frosted, flat tempered glass lens has a lightly diffused finish to minimize the lamp and reflector brightness. Not for LED.
- QRS      Restrike controller and T-4 mini-can socket will light following power outage until HID reaches full brightness. (Lamp wattage not to exceed ballast wattage). For horizontal reflector only. Not for LED.
- QL        Socket for T-4 mini-can lamp, field wired to a separate circuit. (Lamp wattage not to exceed ballast wattage). Must be field wired to a separate 120 volt circuit. For horizontal reflector only. Not for LED.

### 4. COLOR

- AWT      Arctic White
- BLK      Black
- MTB      Matte Black
- DGN      Dark Green
- DBZ      Dark Bronze
- WRZ      Weathered Bronze
- BRM      Metallic Bronze
- VBL      Verde Blue
- CRT      Corten
- MAL      Matte Aluminum
- MDG      Medium Grey
- ATG      Antique Green
- LGY      Light Grey
- RAL/  
PREMIUM  
COLOR    Provide a RAL 4 digit color number
- CUSTOM  
COLOR    Please provide a color chip for matching

**JOB INFORMATION**

TYPE \_\_\_\_\_

JOB NAME \_\_\_\_\_

LAMP (BY OTHERS) \_\_\_\_\_

CUSTOMER \_\_\_\_\_

DATE \_\_\_\_\_

*Consult factory for any custom/modified products*

APPROVALS



# WFL20750

Wallpack with cutoff glare shield. All aluminum precision die cast construction with tempered glass lens. 30 deg. cutoff strip included. Lamp supplied.

Color: Bronze

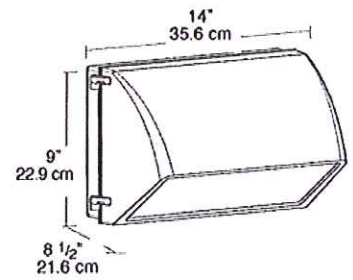
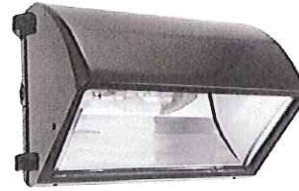
Weight: 14.0 lbs

## Lamp Info

Type: ED17  
Watts: 50  
Shape/Size: N/A  
Base: N/A  
ANSI: N/A  
Hours: 10,000  
Lamp Lumens: 3,400  
Efficacy: 47 LPW

## Ballast Info

Type: HX-NPF 120V  
120V: 2/1.6  
208V: N/A  
240V: N/A  
277V: N/A  
Input Watts: 72W  
Efficiency: 69%



## Technical Specifications

### UL Listing:

Suitable for wet locations. HID fixtures can be wired with 90 C supply wiring if supply wires are routed 3" away from ballast.

### Housing:

Die cast aluminum, 1/2" NPS tapped holes top, both sides and back for conduit or photocontrol. Hinged refractor frame. Continuous silicone rubber gasket.

### Reflector:

Specular anodized aluminum, removable for installation. Symmetrical light pattern maximizes distance between fixtures.

### Cutoff Lens:

Tempered glass.

### Refractor:

Prismatic optics designed to minimize glare and throw light down and out. Heat resistant borosilicate glass.

### Finish:

Chip and fade resistant polyester powder coating.

### Patents:

RAB sensor and fixture designs are protected under U.S. and International Intellectual Property laws

### EISA 2007 Compliant:

This product complies with the new law for metal halide ballast efficiency. This law goes into effect January 1st, 2008. Pulse Start offers Longer Lamp Life, Faster Startup and Faster Restrike.

### Country of Origin:

Designed by RAB in New Jersey and assembled in the USA by IBEW Local 3

### Buy American Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

### Recovery Act (ARRA) Compliant:

This product complies with the 52.225-21 "Required Use of American Iron, Steel, and Manufactured Goods-- Buy American Act-- Construction Materials (October 2010)

### Trade Agreements Act Compliant:

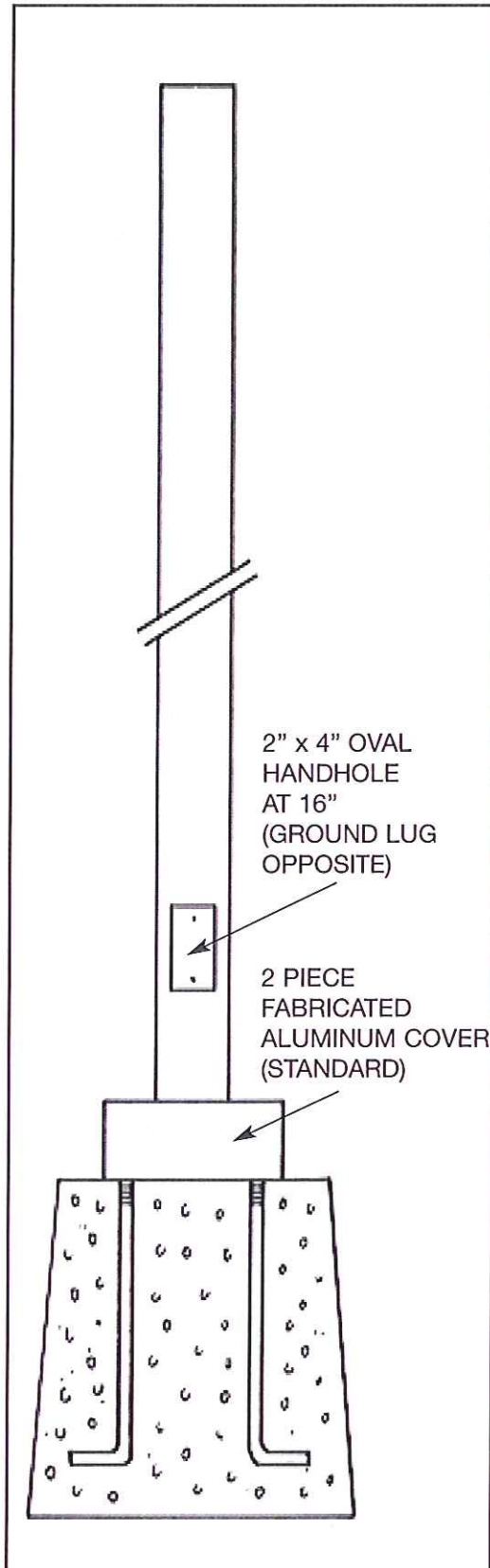
This product is a COTS item manufactured in the United States, and is compliant with the Trade Agreements Act.

### GSA Schedule:

This product is suitable for listing on the GSA Schedule of the US General Services in accordance with FAR Subpart 25.4



## 4 inch Round Aluminum Light Poles



### **MATERIAL:**

Extrusions: 6063-T6

Castings: 356-T6

Hardware: 18-8 Stainless Steel

### **WELDMENTS:**

Process: M.I.G.

All NAFCO welders are certified  
by the State of Wisconsin

### **AVAILABLE FINISHES:**

Anodized; Bronze, Black or Satin  
Painted

### **OPTIONS:**

Tenons to your specifications

Removable cap when drilling for arms

Duplex outlets

Vibration Dampeners

Other options available  
by consulting NAFCO

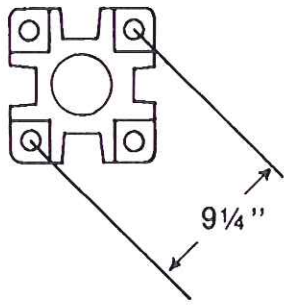
### **NOTE:**

All NAFCO aluminum light poles are age  
hardened after welding to restore the  
structural integrity of the pole.

NAFCO POLE BASES ARE DESIGNED TO BE IN DIRECT CONTACT WITH THE  
CONCRETE FOUNDATIONS. SHOULD A LEVELING NUT BE USED, IT IS  
IMPERATIVE THAT THE SPACE BETWEEN THE BASE AND FOUNDATION BE  
COMPLETELY FILLED WITH GROUT TO PREVENT SEVERE STRUCTURAL  
DAMAGE TO THE POLE.

*Serving our customers and  
the industry with quality  
products since 1973.*

# 4 inch Round Aluminum Light Poles



**Base Cover: 5" x 8<sup>5</sup>/<sub>8</sub>" SQ.**  
**Bolt Circle: 9<sup>1</sup>/<sub>4</sub>"**  
**Bolt Projection: 2<sup>3</sup>/<sub>4</sub>"**  
**Bolt Finish: Hot-Dipped Galvanized**

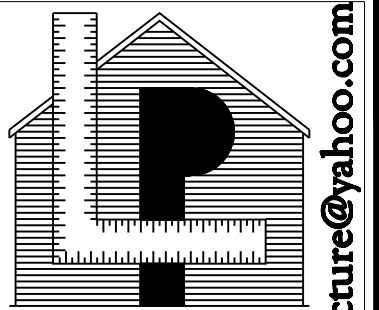
POLE CATALOG NUMBER	MOUNTING HEIGHT	WALL THICKNESS	SHIPPING WEIGHT	ANCHOR BOLT SIZE	Max EPA AT: (Allows for 1.3 Gust Factor)				
					80 MPH	90 MPH	100 MPH	110 MPH	120 MPH
4R8C	8'	.125	21	5/8"X16"X2"	12.5	9.6	7.4	6.5	5.2
4R10C	10'	.125	25	5/8"X16"X2"	9.3	7.0	5.3	4.6	3.5
4R12C	12'	.125	29	5/8"X16"X2"	7.1	5.1	3.7	3.1	2.3
4R14C	14'	.125	33	5/8"X16"X2"	5.4	3.7	2.5	2.0	1.2
4R15C	15'	.125	35	5/8"X16"X2"	4.6	3.1	2.0	1.5	.8
4R16C	16'	.125	37	5/8"X16"X2"	4.0	2.5	1.5	1.0	-
4R16D	16'	.188	51	5/8"X16"X2"	7.0	4.9	3.4	2.8	1.9
4R18D	18'	.188	57	5/8"X16"X2"	5.4	3.5	2.2	1.6	.9
4R20D	20'	.188	63	5/8"X16"X2"	4.0	2.4	1.2	.7	-
4R20E	20'	.250	79	3/4"X18"X2"	6.1	4.0	2.5	1.9	1.0

All LTL shipped NAFCO 4" poles are wrapped in single wall 200# test corrugate for protection in shipment.

Variations in mounting heights listed are available.

Dimensions and Specifications subject to change without notice.





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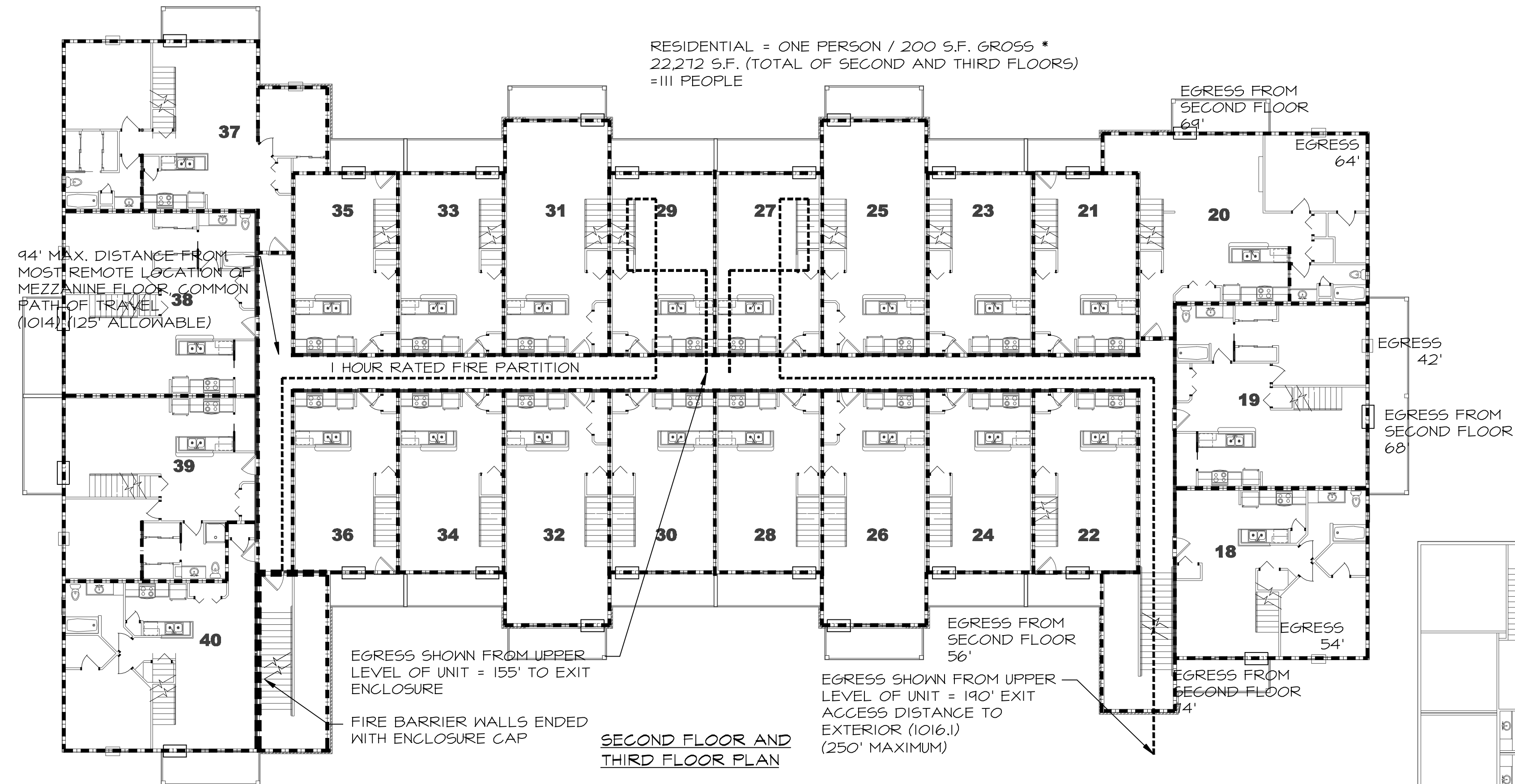
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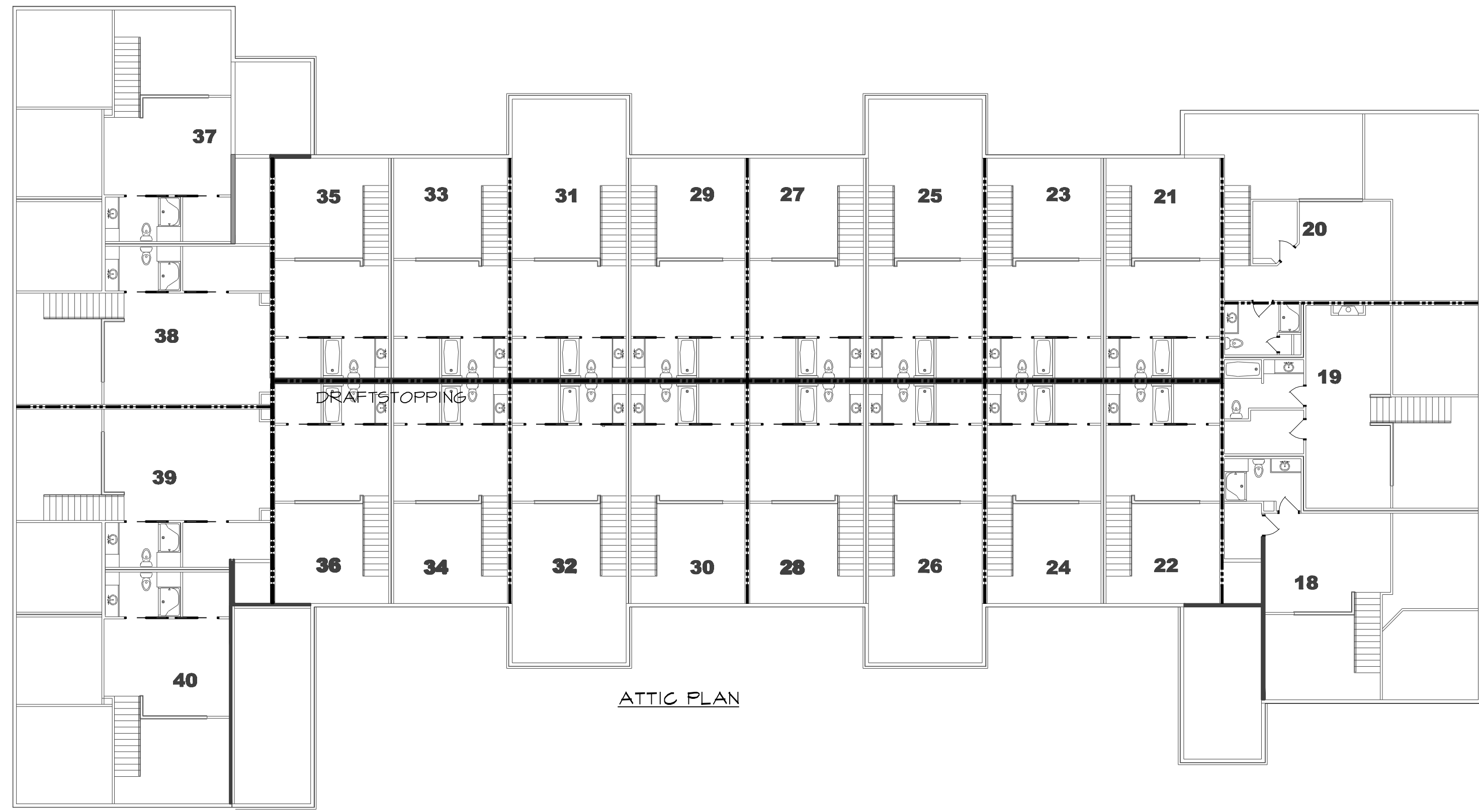
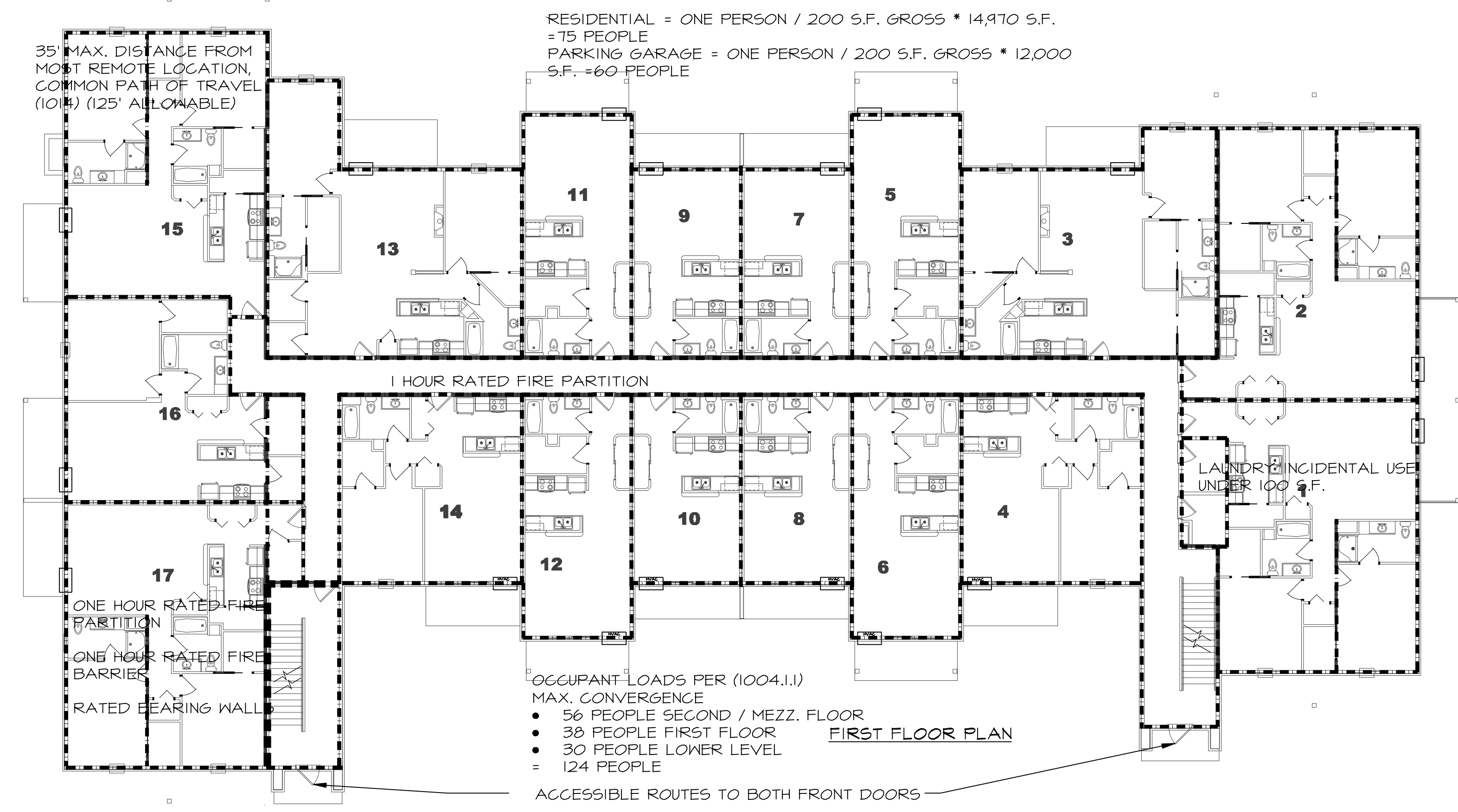
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40 Unit with Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

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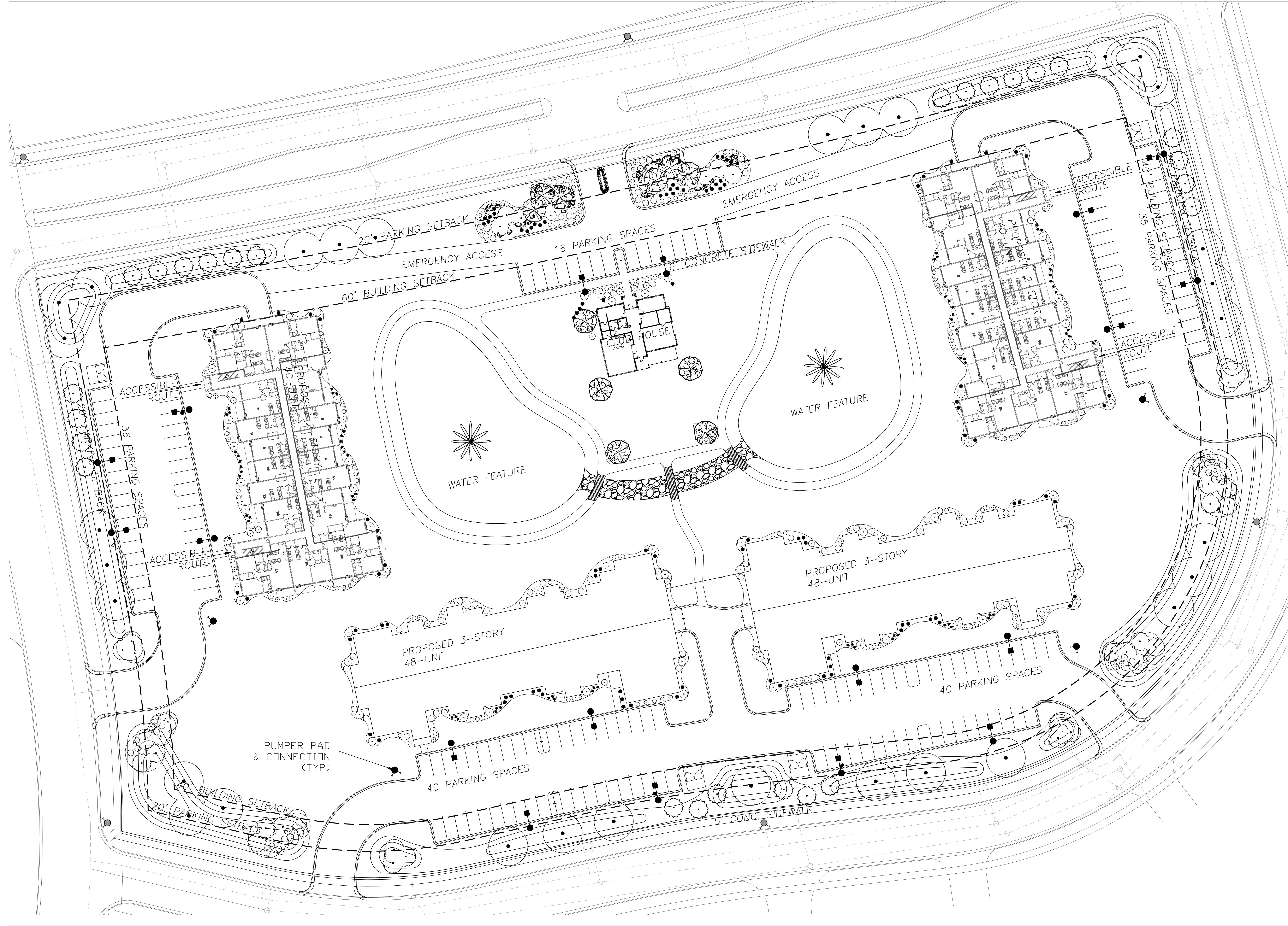
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PROJECT NO: 461439  
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2**



**SAFETY PLANS**



LEGEND		
SYMBOL	ITEM	
	DRAFT STOPPING	IBC 717 - CONCEALED SPACES - FIREBLOCKING AND DRAFTSTOPPING SHALL BE INSTALLED IN COMBUSTIBLE CONCEALED LOCATIONS IN ACCORDANCE WITH THIS SECTION. FIREBLOCKING SHALL COMPLY WITH SECTION 717.2. DRAFTSTOPPING IN FLOOR/CEILING SPACES SHALL BE IN LINE WITH UNIT SEPARATIONS. 717.4 THE ATTIC SPACE SHALL BE SUBDIVIDED BY DRAFTSTOPPING ABOVE EVERY TWO DWELLING UNITS, DRAFTSTOPPING IN LINE WITH UNIT SEPARATIONS.
	1 HOUR RATED FIRE PARTITION / BEARING WALL	IBC 602 - INTERIOR AND EXTERIOR BEARING WALLS IBC 602 BEARING WALLS, IBC 1018.1 - CORRIDOR WALLS IBC 708 - DWELLING UNIT SEPARATIONS (2) (4)
	1 HOUR RATED FIRE BARRIER	IBC 706 - (1020) 3 STORIES OR LESS 1 HOUR (2)
	EXIT DISTANCE AND ROUTE	COMMON PATH OF TRAVEL = 125' MAX. (1014.3) EXIT ACCESS TRAVEL DISTANCE = 250' WITH SPRINKLER SYSTEM (1016.1)
NOTES: 1. DRAFTSTOPPING NOT DEPICTED IN LINE WITH UNIT PARTITION WALLS THROUGH FLOOR SYSTEM EVEN THOUGH IT MUST BE THERE. 2. IBC 1406.3 EXCEPTION 3, BALCONIES ON BUILDINGS OF TYPE V CONSTRUCTION SHALL BE PERMITTED TO BE OF TYPE V CONSTRUCTION AND SHALL NOT BE REQUIRED TO HAVE A FIRE RESISTANCE RATING WHERE SPRINKLER PROTECTION IS EXTENDED TO THESE AREAS.		



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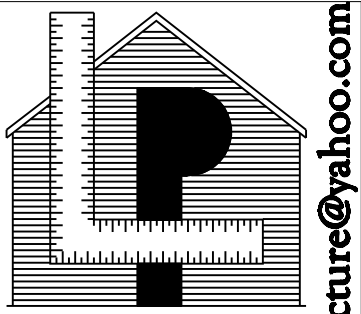
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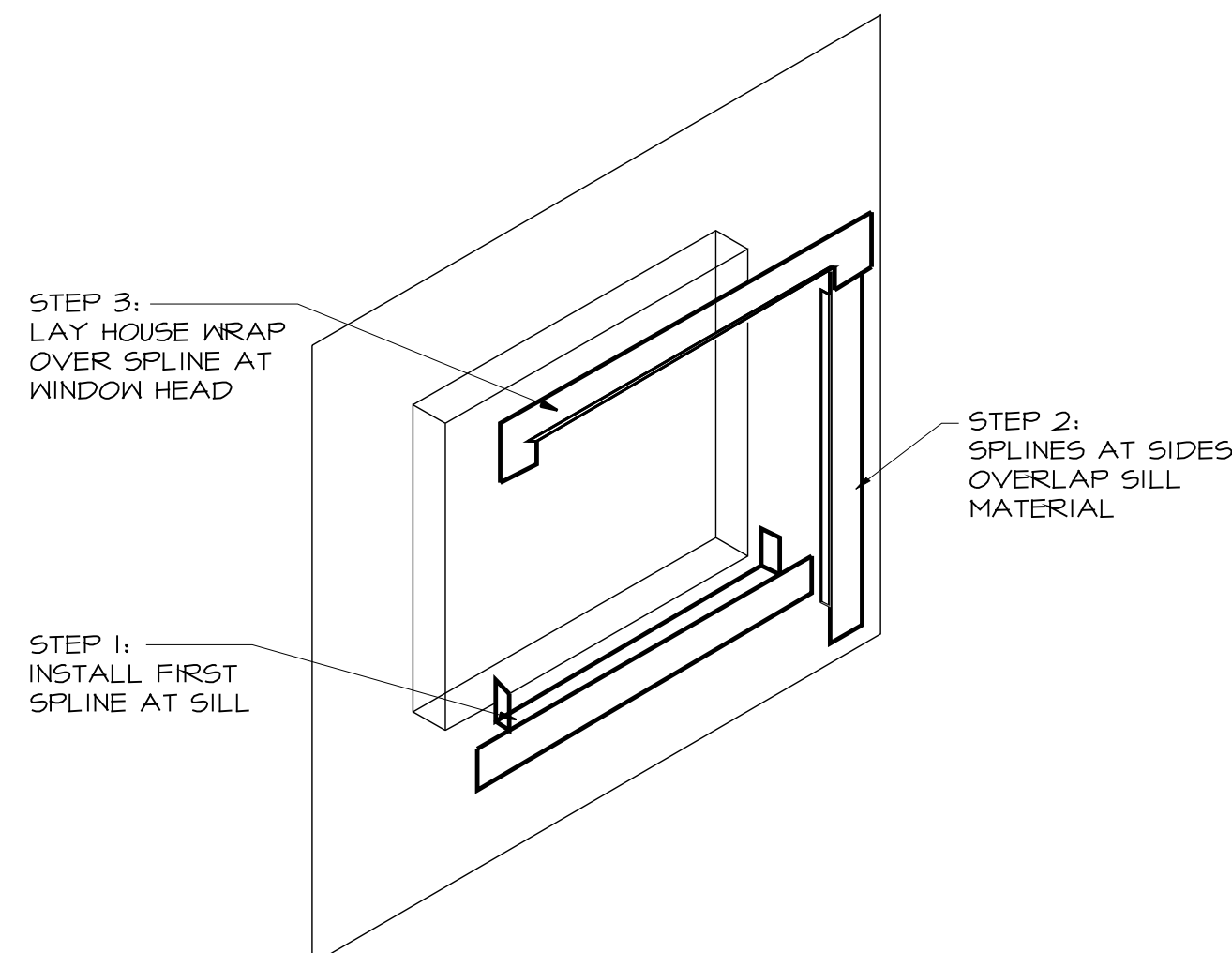
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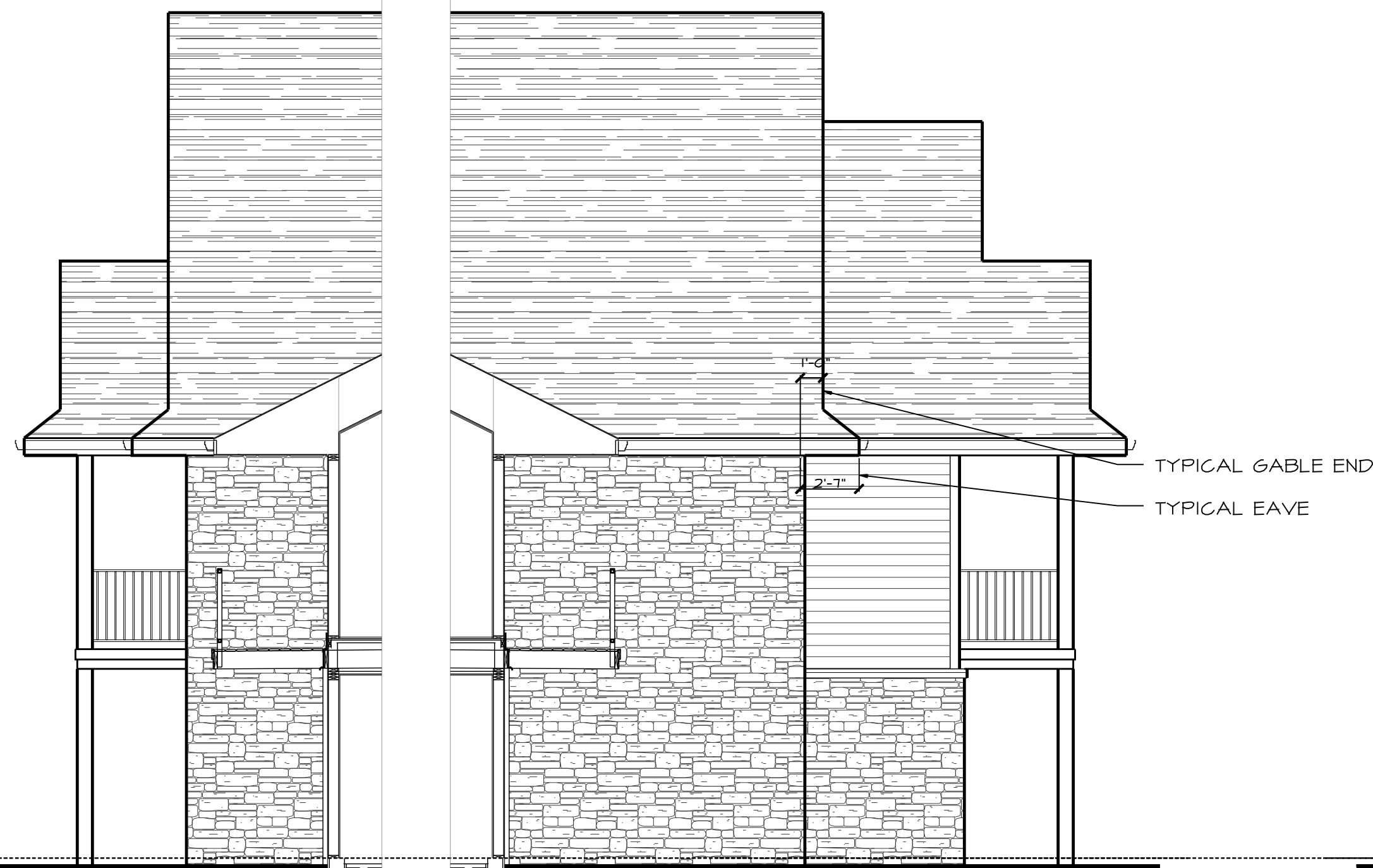
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**RIGHT ELEVATION**  
SCALE: 3/16" = 1'-0"



**WINDOW FLASHING**



**PARTIAL ELEVATION**  
SCALE: 3/16" = 1'-0"

**PARTIAL ELEVATION**  
SCALE: 3/16" = 1'-0"



**LEFT ELEVATION**  
SCALE: 3/16" = 1'-0"

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SHEET  
**A  
1.2**



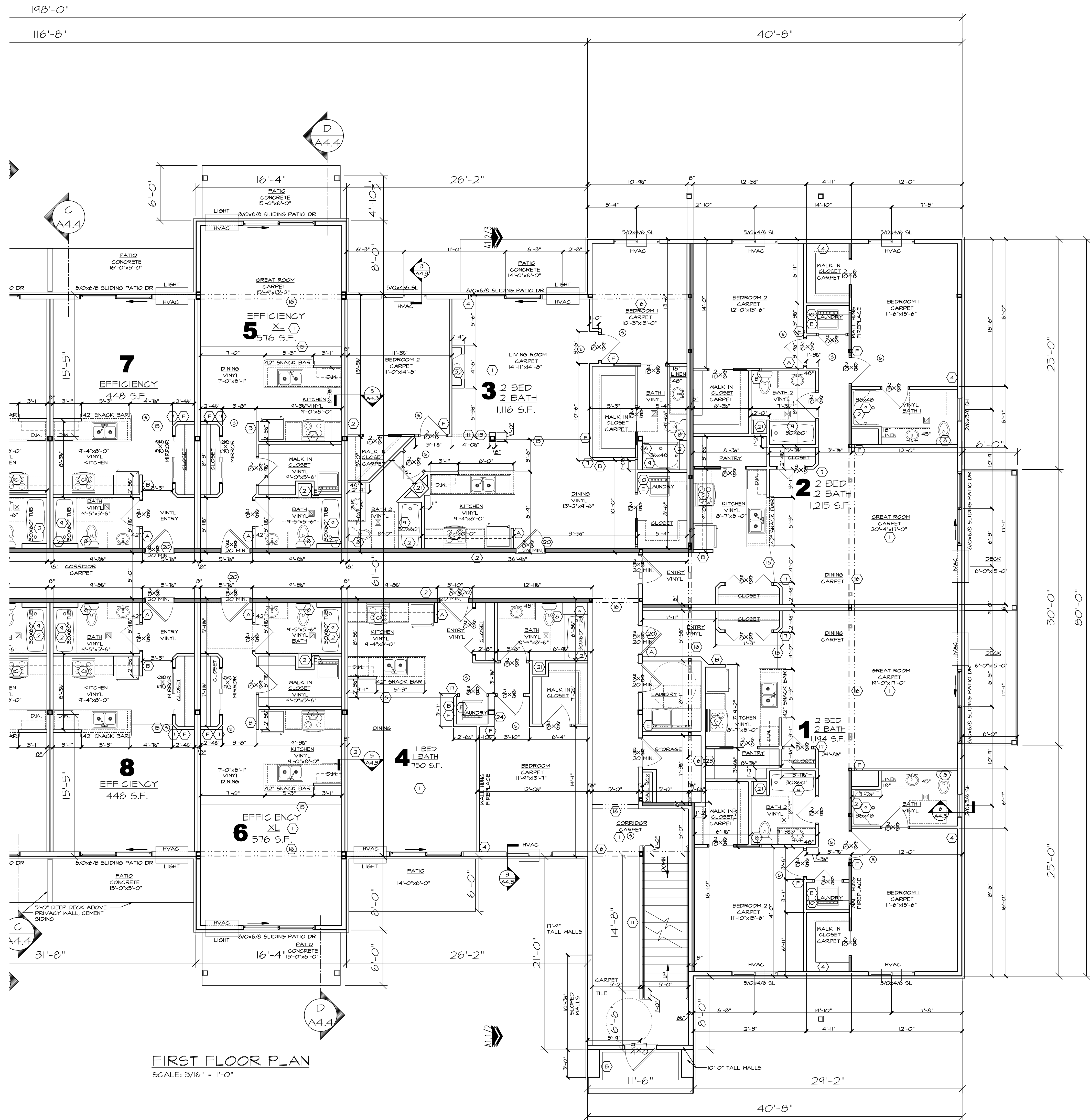


**DWELLING UNIT PLAN NOTES**

- 1 60 MINUTE RATED FLOOR / CEILING ASSEMBLY, (1) LAYER 5/8" TYPE X GYPSUM ON RESILIENT CHANNEL @ 12" O.C. IBC 720.1(5) SEE SHEET T1.
- 2 1 HOUR RATED WALL, 1 LAYER 5/8" TYPE X GYPSUM EACH SIDE OF WALL. FIRE RATED PARTITION WALL TO AVOID PENETRATIONS AT LAUNDRY / BATHROOM FIXTURES. IBC 720.1(2) SEE SHEET T1.
- 3 1 HOUR FINISH RATED CEILING, 2 LAYERS 5/8" TYPE X GYPSUM. IBC 720.1(3) SEE SHEET T1.
- 4 1 HOUR RATED EXTERIOR WALL PER 704.5, 1 LAYER 5/8" TYPE X GYPSUM INTERIOR SIDE OF WALL. IBC 720.1(2) 16-13 SEE SHEET T1.
- 5 ATTIC SCUTTLE PANEL, SEE 2/A4.3.
- 6 2 x 6 INTERIOR WALL.
- 7 6" CLIPPED CORNER.
- 8 REINFORCED BLOCKING BETWEEN STUDS FOR GRAB BARS TO WITHSTAND 300# PULL, CENTER 2x8 @ 34" A.F.F.
- 9 REINFORCED TUB / SHOWER MODULE FOR FUTURE GRAB BARS.
- 10 WIRE SHELF ABOVE.
- 11 42" TALL HALF WALL / GUARD, SEE 1/53.2 OR 2/53.2 AT LOFTS.
- 12 VELUX FS C04 SKYLIGHT AND LIGHT WELL, SEE DETAIL 1/A4.1.
- 13 BOX OUT POST TO 8"x12".
- 14 INDIVIDUAL DWELLING UNIT STAIR, SEE 2/A4.2
- 15 FLOOR COVERING TRANSITION LINE.
- 16 HEADER / BEAM ABOVE.
- 17 4" CLIPPED CORNER
- 18 LOFT EDGE OR SECOND FLOOR WALL ABOVE.
- 19 METAL GUARD AND HANDGRIP
- 20 715.4 FIRE PARTITION CORRIDOR WALLS (3 HOUR) ALL CORRIDOR/UNIT ENTRY DOORS ARE 1/2 HOUR ASSEMBLY. INCLUDE IN DOOR, RATED PEEP HOLE, DEADBOLT, 20 MINUTE RATED WOOD JAMB. LOW PROFILE THRESHOLD AND CLOSER.
- 21 42" TALL x 18" WIDE UPPER LINEN FACE FRAME, PLASTERED WALLS, 3 SHELVES, 18" DEEP TYPICAL. (SOME VARY IN DEPTH) TOP AT 6'-8" A.F.F. FRAMING 1 1/2" WIDE MAX.
- 22 ELECTRIC FIREPLACE, BACKING @ 42" TO 50" A.F.F. FOR MANTEL. FIREPLACE R.O. 28 3/8" HIGH, 10" A.F.F., 33" WIDE, 14 3/8" DEEP.
- 23 ALL PANTRIES GET STACK OF 5 SHELVES PER WALL.
- 24 2x8 INTERIOR WALL.

**DWELLING ELECTRICAL / MECHANICAL NOTES**

- A INDIVIDUAL DWELLING UNIT ELECTRIC SERVICE PANEL LOCATION.
- B INTERCOM LOCATION.
- C MICROWAVE HOOD COMBINATION ABOVE RANGE.
- D ALL CEILING FANS HAVE LIGHT KIT. SWITCH REQUIRED FOR BOTH.
- E LOCATION OF LAUNDRY WALL HOOKUP, AVOID RATED WALL.
- F REMOTE THERMOSTAT



**FIRST FLOOR PLAN**  
SCALE: 3/16" = 1'-0"



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**A**  
**2.1.1**





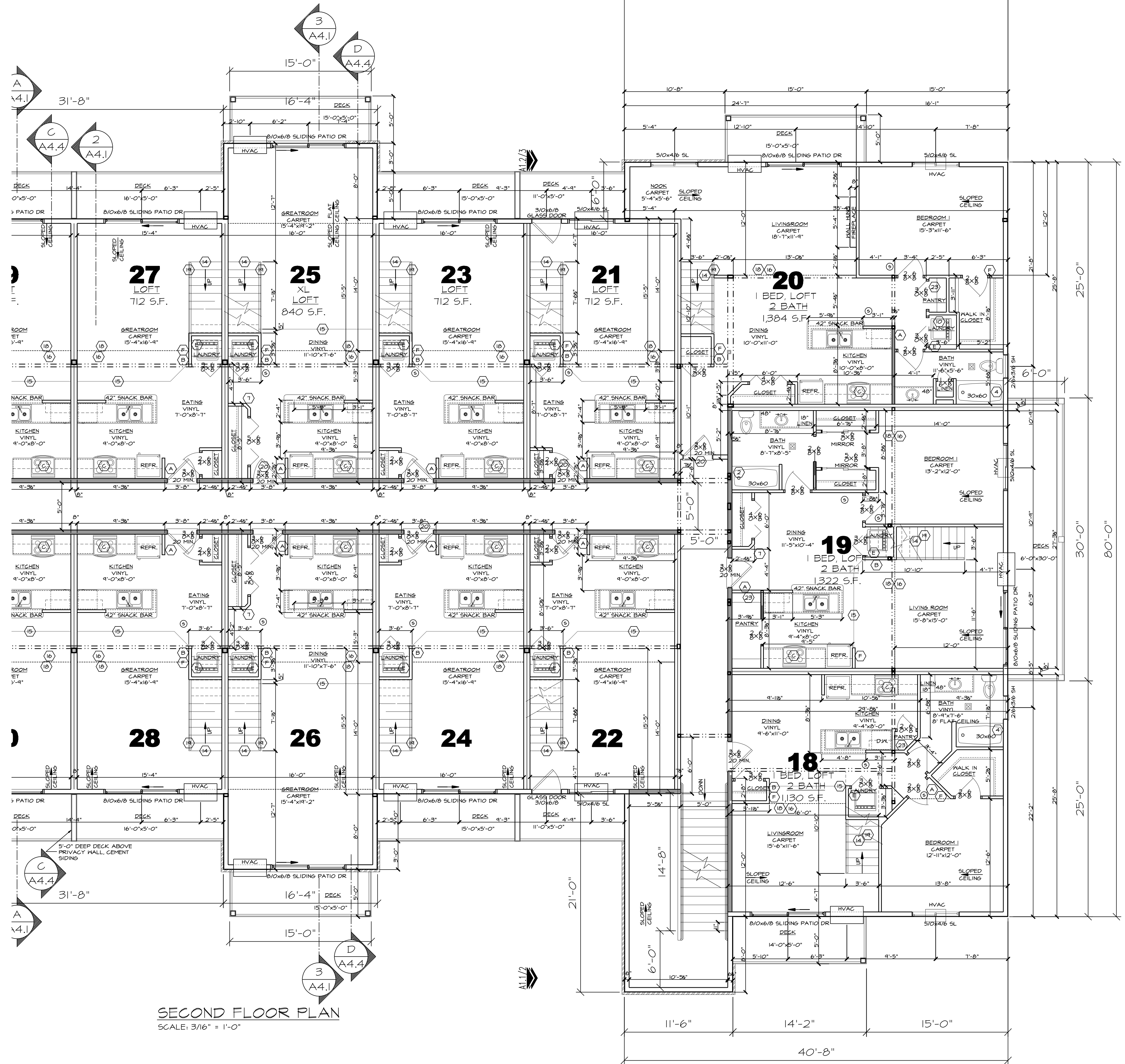
198'-0"

DWELLING UNIT PLAN NOTES

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- F REMOTE THERMOSTAT



SECOND FLOOR PLAN  
SCALE: 3/16" = 1'-0"



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**A**  
**2.2.1**







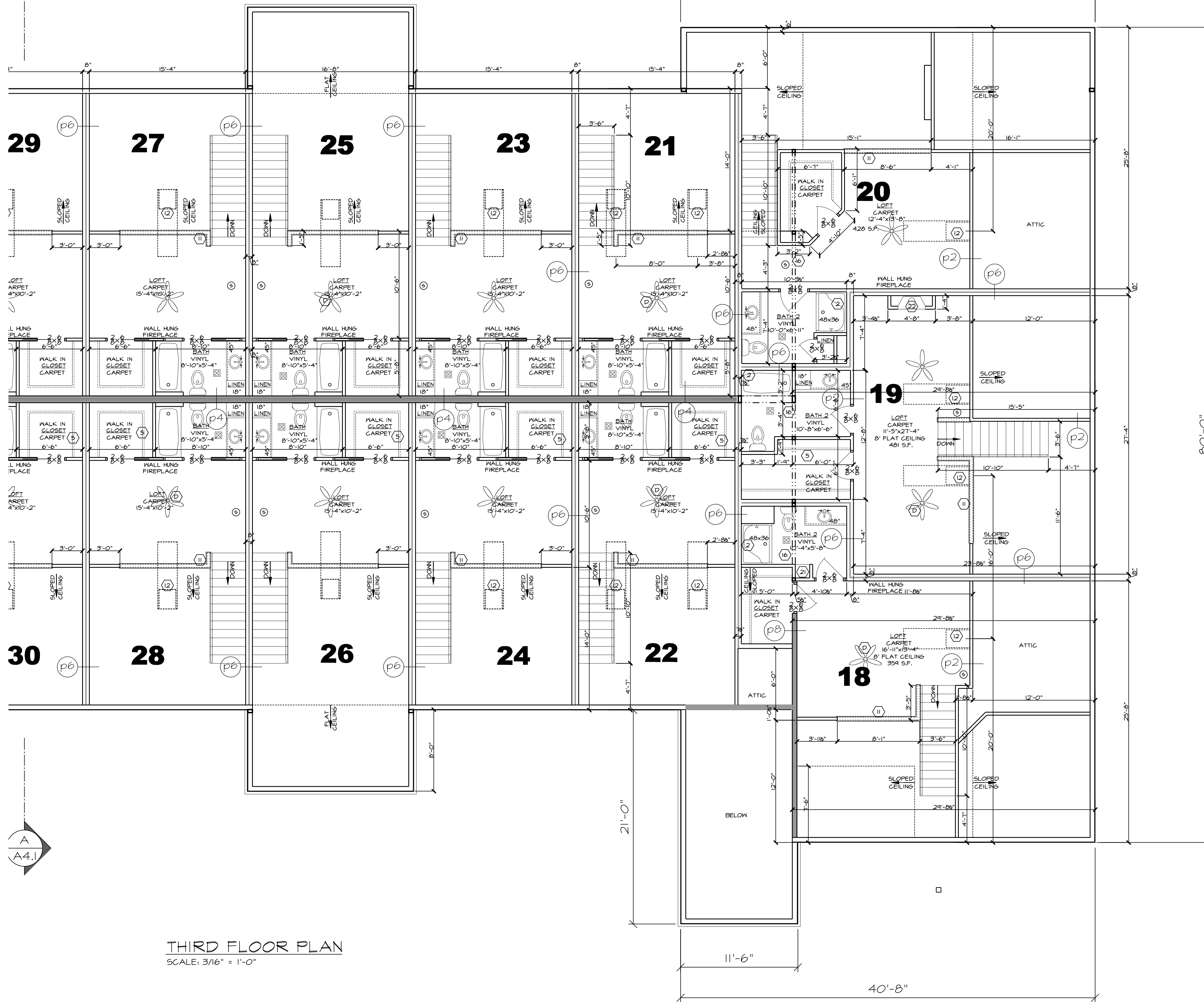
198'-0"

DWELLING UNIT PLAN NOTES

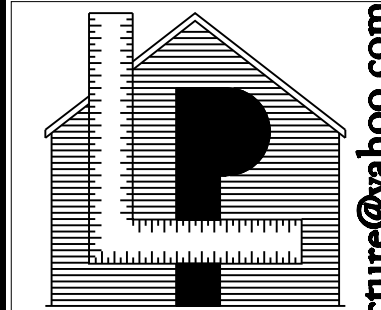
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- 17 4" CLIPPED CORNER
- 18 LOFT EDGE OR SECOND FLOOR WALL ABOVE.
- 19 METAL GUARD AND HANDGRIP
- 20 715.4 FIRE PARTITION CORRIDOR WALLS (3 HOUR) ALL CORRIDOR/UNIT ENTRY DOORS ARE 3/4 HOUR ASSEMBLY. INCLUDE IN DOOR, RATED PEEP HOLE, DEADBOLT, 20 MINUTE RATED WOOD JAMB. LOW PROFILE THRESHOLD AND CLOSER.
- 21 42" TALL x 18" WIDE UPPER LINEN FACE FRAME, PLASTERED WALLS, 3 SHELVES, 18" DEEP TYPICAL (SOME VARY IN DEPTH) TOP AT 6'-8" A.F.F. FRAMING 1 1/2" WIDE MAX.
- 22 ELECTRIC FIREPLACE, BACKING @ 42" TO 50" A.F.F. FOR MANTEL. FIREPLACE R.O. 28 3/8" HIGH, 10" A.F.F., 33" WIDE, 14 3/8" DEEP.
- 23 ALL PANTRIES GET STACK OF 5 SHELVES PER WALL.
- 24 2x8 INTERIOR WALL.

DWELLING ELECTRICAL / MECHANICAL NOTES

- A INDIVIDUAL DWELLING UNIT ELECTRIC SERVICE PANEL LOCATION.
- B INTERCOM LOCATION.
- C MICROWAVE HOOD COMBINATION ABOVE RANGE.
- D ALL CEILING FANS HAVE LIGHT KIT. SWITCH REQUIRED FOR BOTH.
- E LOCATION OF LAUNDRY WALL HOOKUP, AVOID RATED WALL.
- F REMOTE THERMOSTAT



THIRD FLOOR PLAN  
SCALE: 3/16" = 1'-0"



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**Cobblestone Creek**  
40 Unit with Underground Parking Building  
PLEASANT PRAIRIE, WISCONSIN

REVISION	DATE
XXX	XXXX

DATE  
5/11/2012  
PROJECT NO.  
461439

SHEET  
**A**  
**2.3.1**









FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



BACK ELEVATION  
SCALE: 1/8" = 1'-0"

48 UNIT BUILDINGS % OF EXTERIOR MATERIALS			
FLOOR	STONE	LAP SIDING SHAKE SIDING	TOTAL PERCENTAGE PER FLOOR
PARKING	100	0	100%
1	100	0	100%
2	20	80	100%
3	25	75	100%
LOFT	0	ABOVE ROOF LINES	NOT APPLICABLE
TOTALS	58	42	100%

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**Cobblestone Creek**  
 48 Unit with Elevator and Underground Parking Building  
 PLEASANT PRAIRIE, WISCONSIN

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DATE: 4/28/2012  
 PROJECT NO. 461439  
 SHEET

**A  
1.1**

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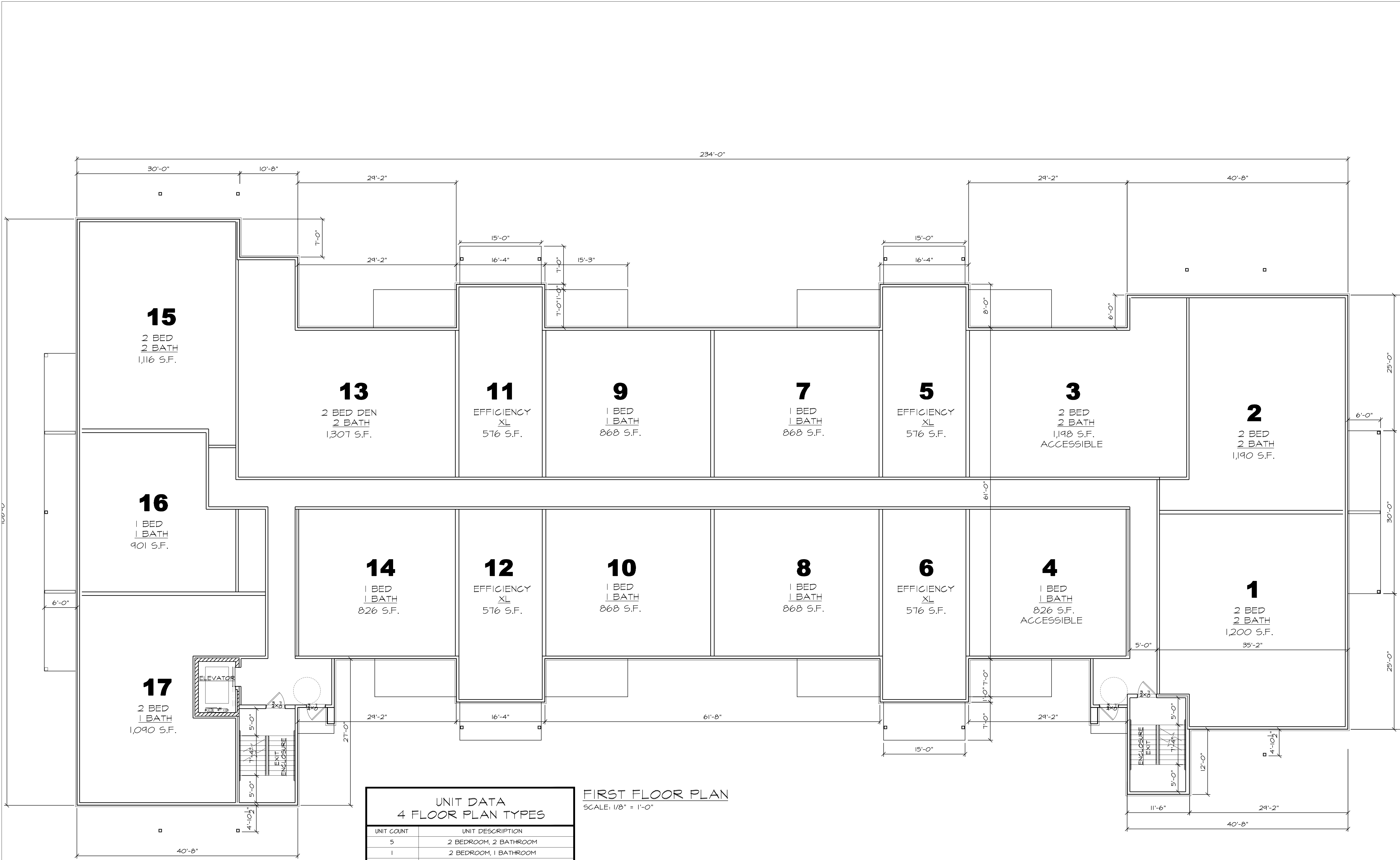




REVISION	DATE
XXX	XXXX

DATE	4/28/2012
PROJECT NO.	461439
SHEET	A

**2.1**



UNIT DATA 4 FLOOR PLAN TYPES	
UNIT COUNT	UNIT DESCRIPTION
5	2 BEDROOM, 2 BATHROOM
1	2 BEDROOM, 1 BATHROOM
7	1 BEDROOM, 1 BATHROOM
4	EFFICIENCY XL
17	

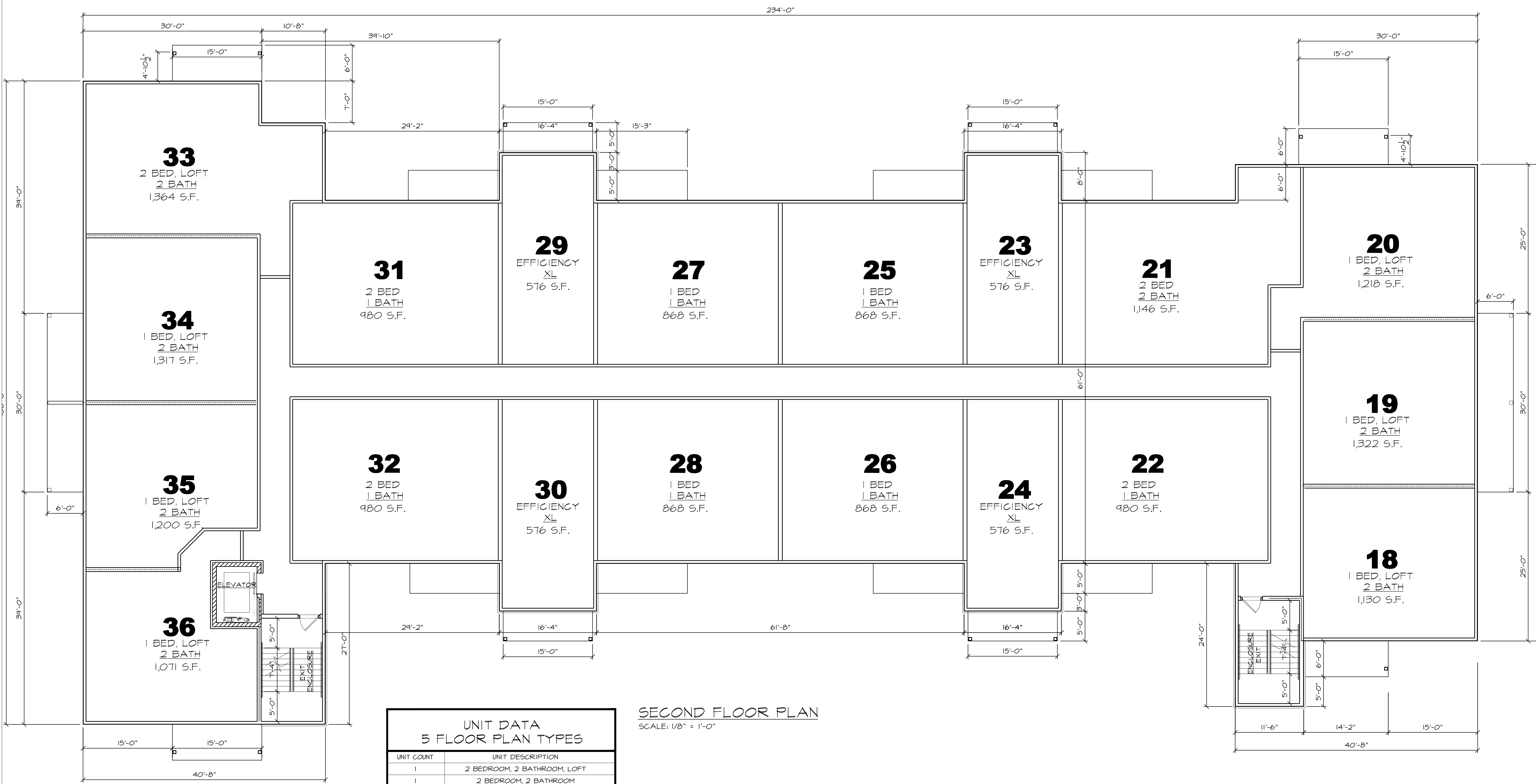
**FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

PRELIMINARY  
NOT FOR CONSTRUCTION

REVISION	DATE
XXX	XXXX

DATE: 4/28/2012  
PROJECT NO. 461439  
SHEET

**A**  
**2.2**



**UNIT DATA**  
**5 FLOOR PLAN TYPES**

UNIT COUNT	UNIT DESCRIPTION
1	2 BEDROOM, 2 BATHROOM, LOFT
1	2 BEDROOM, 2 BATHROOM
3	2 BEDROOM, 1 BATHROOM
6	1 BEDROOM, 2 BATHROOM, LOFT
4	XL EFFICIENCY, 1 BATHROOM
4	1 BEDROOM, 1 BATHROOM
19	

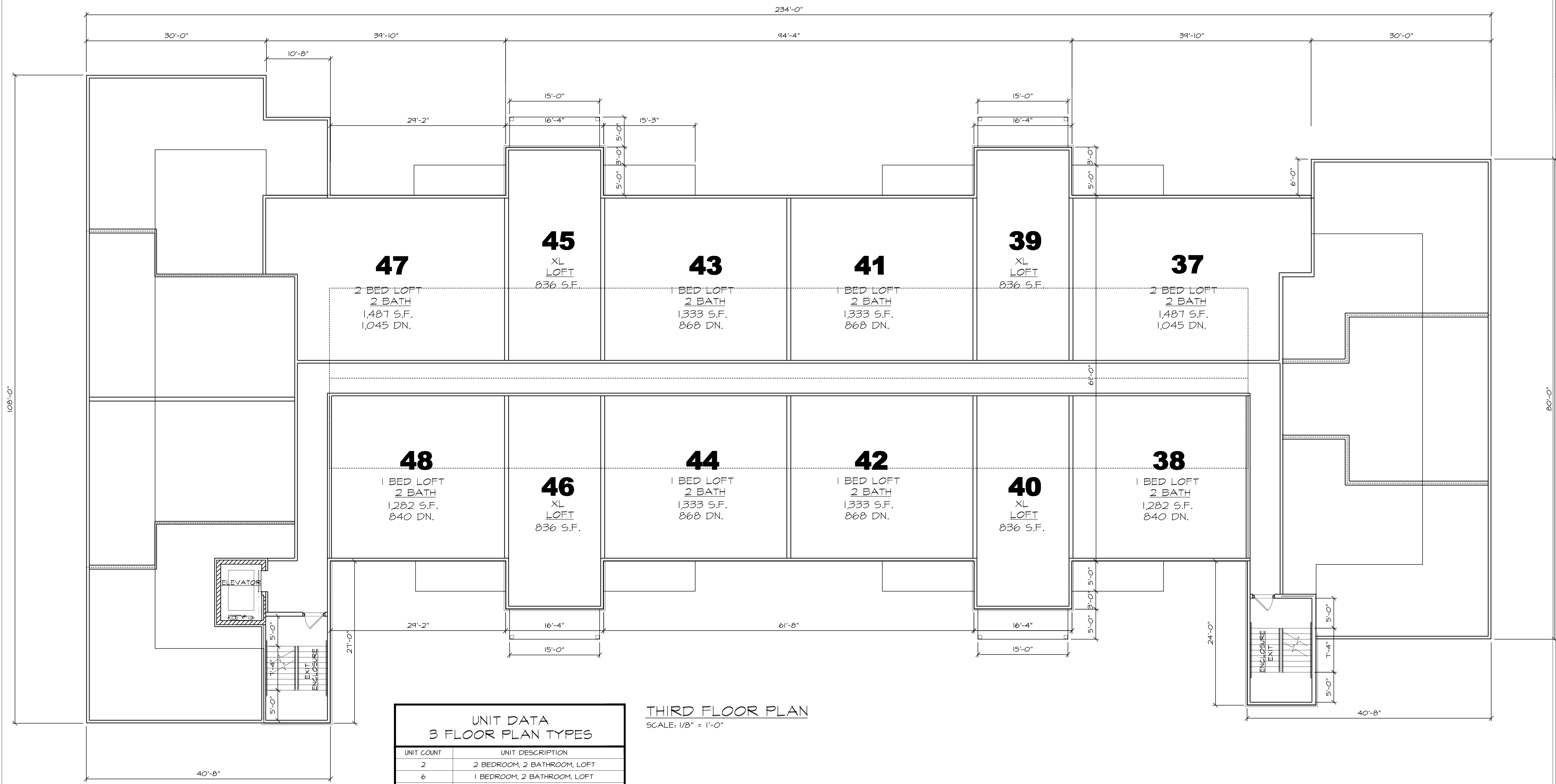
**SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

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NOT FOR CONSTRUCTION

REVISION	DATE
XXX	XXXX

DATE: 4/28/2012  
PROJECT NO. 461439  
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**A**  
**2.3**



**UNIT DATA**  
**3 FLOOR PLAN TYPES**

UNIT COUNT	UNIT DESCRIPTION
2	2 BEDROOM, 2 BATHROOM, LOFT
6	1 BEDROOM, 2 BATHROOM, LOFT
4	XL LOFT, 1 BATHROOM
12	

**THIRD FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

PRELIMINARY  
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# CLUBHOUSE FOR;

# Cobblestone Creek by Lexington Homes Pleasant Prairie



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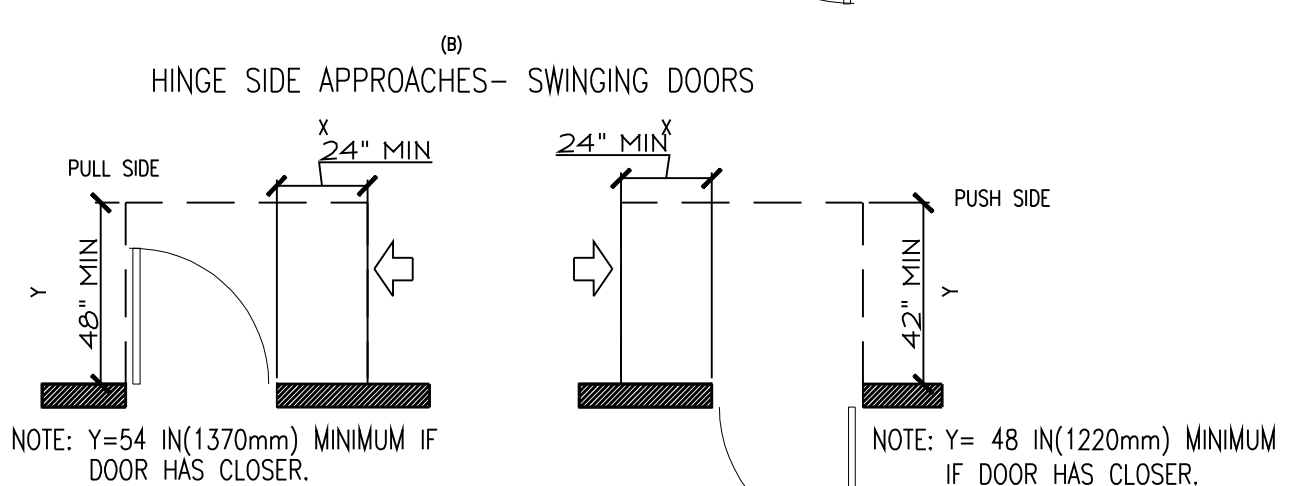
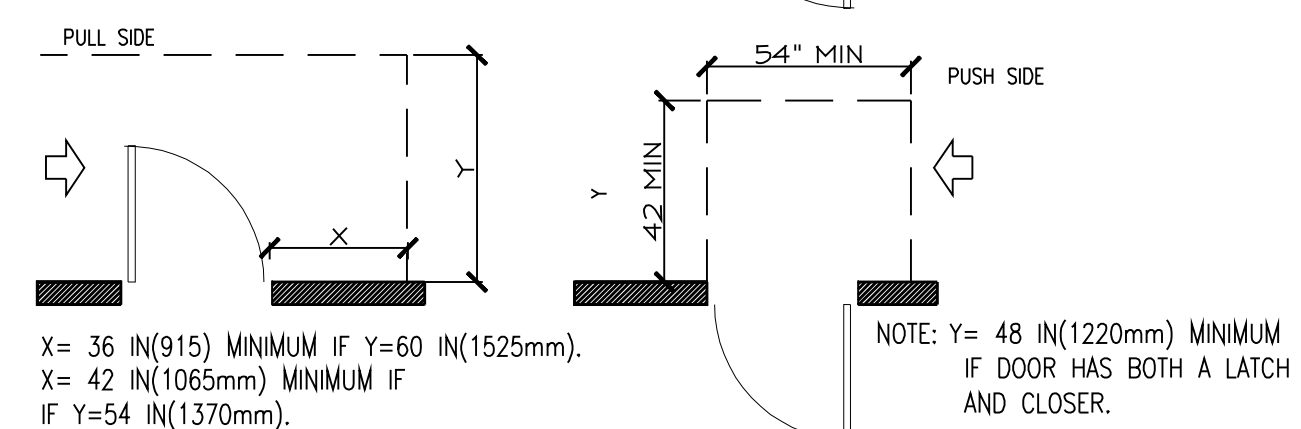
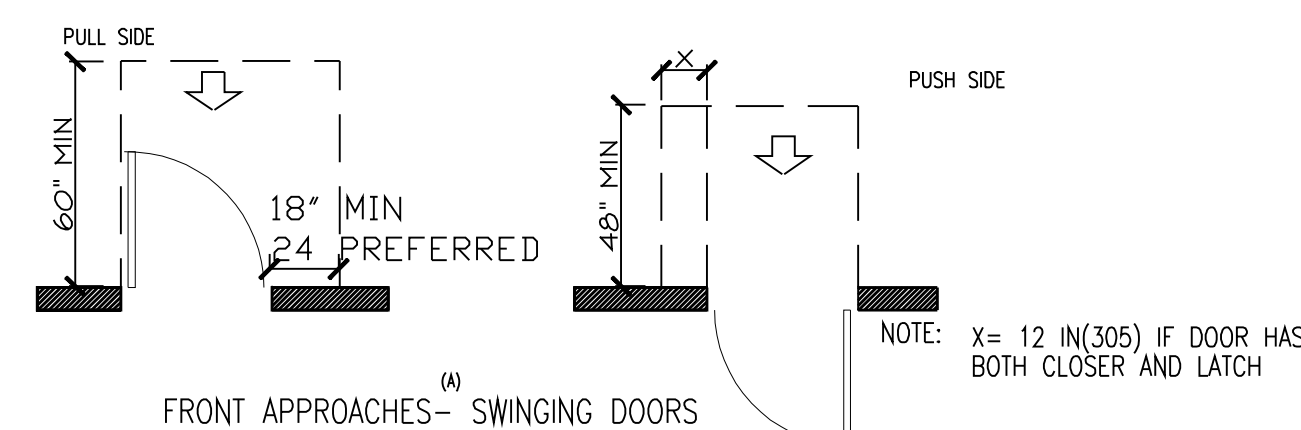
## Cobblestone Creek Clubhouse PLEASANT PRAIRIE, WISCONSIN

BUILDING CODE INFORMATION 2009 IBC (WISCONSIN)			
CODE CHAPTER	CODE TITLE	CODE CHAPTER	CODE INFORMATION
3	USE AND OCCUPANCY	302	ASSEMBLY A-3
5	ALLOWABLE AREA & HEIGHT	504	(VB) CONSTRUCTION, A-3 = 1 STORY 6,000 S.F. PLUS STREET FRONTAGE 40' HEIGHT
6	CONSTRUCTION TYPE	601	VB WOOD FRAME UNPROTECTED
8	INTERIOR FINISH REQUIREMENTS	803	A - CORRIDORS CLASS A FLAME SPREAD 0-25 C - ALL ROOMS CLASS C FLAME SPREAD 75-200
9	FIRE AREA	903.2.1.3	A-3, OVER 12,000 S.F. (NOT APPLICABLE)
10	OCCUPANT LOAD	1001.1	ACCESSORY STORAGE / MECHANICAL 300 GROSS 0 ASSEMBLY WITHOUT FIXED SEATS 15 NET 820 NET = 55 PEOPLE BUSINESS AREA 100 GROSS 600 GROSS = 6 PEOPLE EXERCISE ROOM 50 GROSS 444 NET = 9 PEOPLE TOTAL = 70 PEOPLE
10	MEANS OF EGRESS		
11	ACCESSIBILITY	1104	ACCESSIBLE ROUTE - 3/0 FRONT DOOR AND BACK DOORS
29	PLUMBING	2902	TOILET FIXTURES ASSEMBLY WITHOUT FIXED SEATS 1 WATER CLOSET PER 65 PEOPLE BUSINESS AREA 1 WATER CLOSET PER 25 PEOPLE

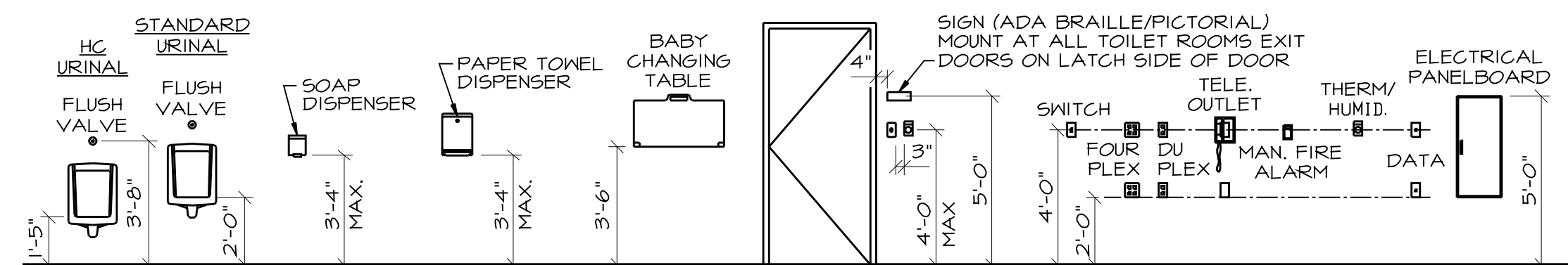
- ARCHITECTURAL GENERAL NOTES:**
- ALL MATERIALS, WORKMANSHIP AND DETAILS SHALL CONFORM TO THE REQUIREMENTS OF 2009 IBC (WISCONSIN).
  - THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH ALL ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS TO VERIFY THE LOCATION AND DIMENSIONS OF CHASES, INSERTS, OPENINGS, SLEEVES, REGLETS, DEPRESSIONS AND OTHER PROJECT REQUIREMENTS NOT SHOWN ON THE STRUCTURAL DRAWINGS.
  - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
  - THE TYPICAL DETAILS SHOWN ON THE DRAWINGS SHALL BE APPLICABLE TO ALL PARTS OF THE CONTRACT DRAWINGS UNLESS SPECIFICALLY NOTED OTHERWISE.
  - THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SAFETY DURING CONSTRUCTION.
  - ACCESSIBILITY - HEIGHT OF CONTROLS SHALL BE NO HIGHER THAN 48" ABOVE THE FINISHED FLOOR INCLUDING THE CIRCUIT BREAKER. LEVER DOOR HANDLES OR SINGLE LEVER CONTROLS FOR PLUMBING FIXTURES.
  - ALL WINDOWS ARE VINYL WITH EXTENSION JAMBS
  - ALL FIRST FLOOR 3/0 DOORS AND PATIO DOORS HAVE LOW PROFILE THRESHOLDS. ENTRY DOOR IS ALUMINUM STOREFRONT WITH CLOSER FOR SECURITY. (IBC 715.4.7)

INDEX TO DRAWINGS	
TI	TITLE SHEET
CI	ARCHITECTURAL SITE PLAN
AI.1	ELEVATIONS
A2.1	FLOOR PLAN AND PLAN NOTES, DETAILS
A3.1	BUILDING SECTION
S2.0	FOUNDATION PLAN AND DETAILS
S2.1	FRAMING PLAN, DETAILS, SCHEDULES

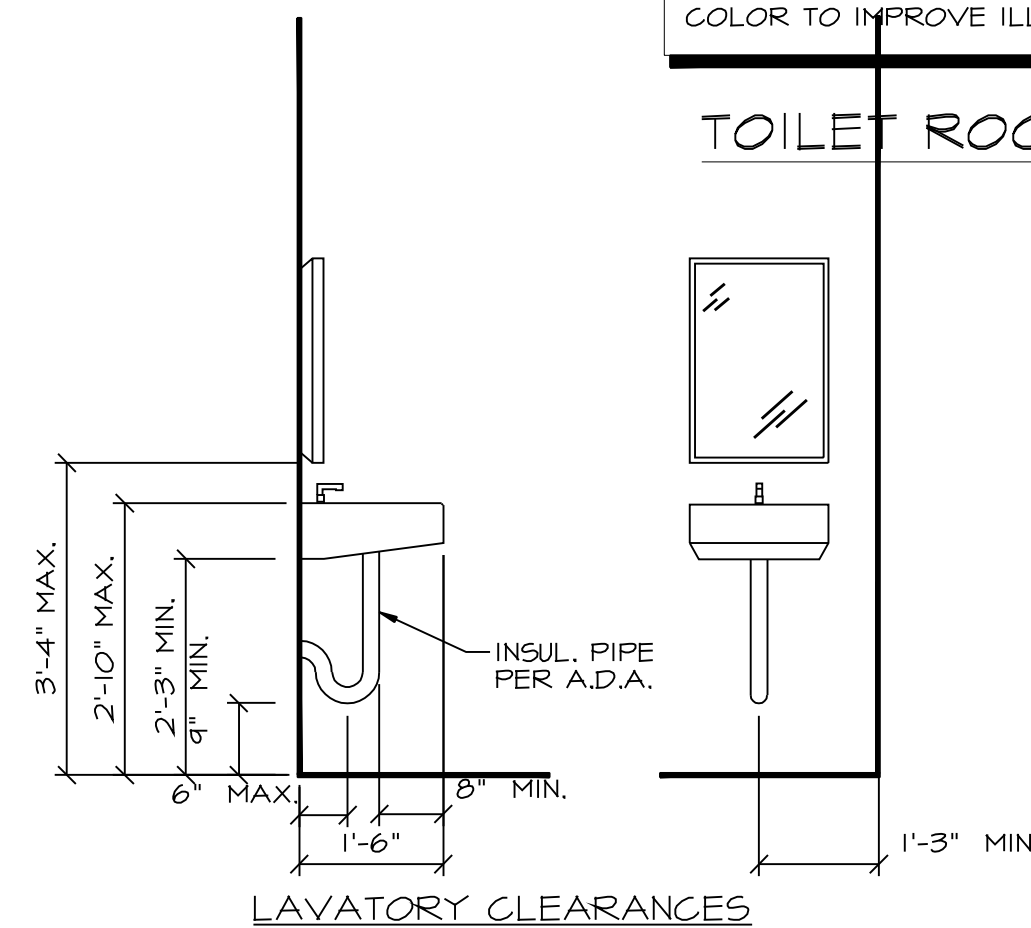
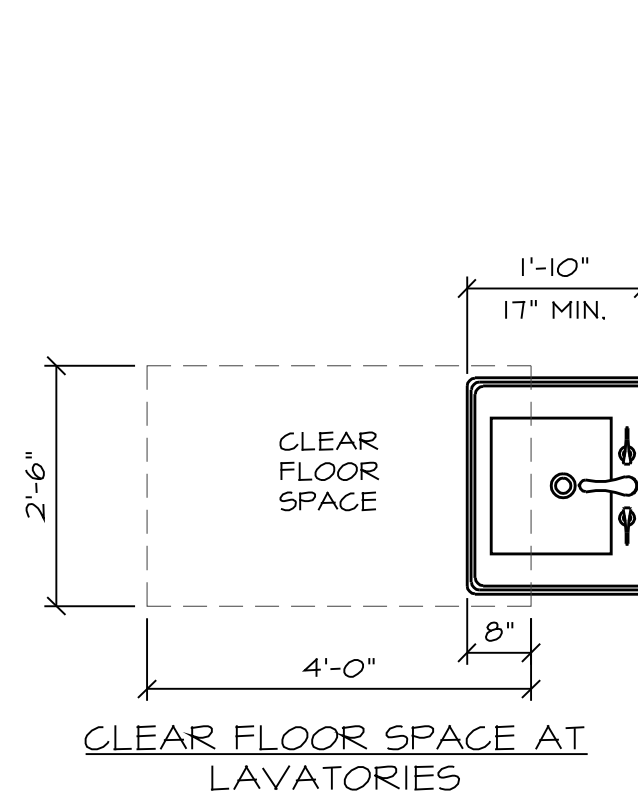
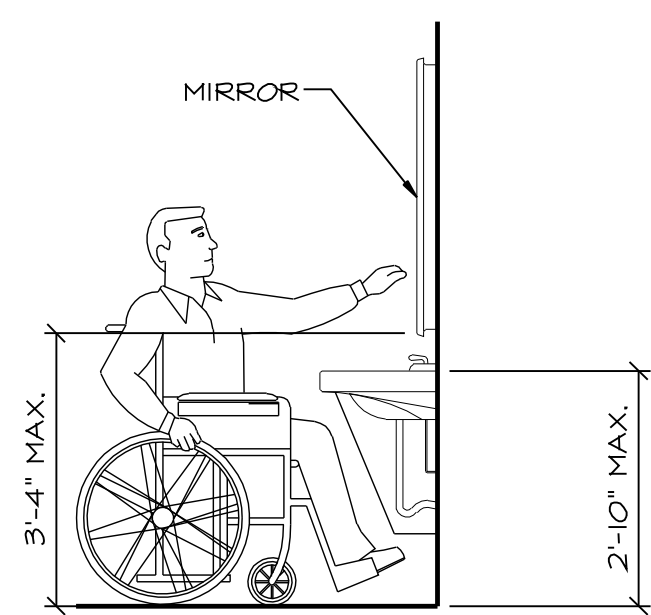
LEGEND			
SYMBOL	ITEM	SYMBOL	ITEM
	ELEVATION REFERENCE		PLAN NOTE
	WALL SECTION REFERENCE OR DETAIL CUT - REFER TO SHEET NUMBER INDICATED IN BOTTOM OF SYMBOL		REVISION MARK - REFER TO TITLE BLOCK FOR REVISION DATE
			ACCESSIBILITY PLAN NOTE
SYMBOL	ITEM	ITEM DESCRIPTION	
	SMOKE DETECTOR	IBC 907.2.10 - SINGLE AND MULTIPLE STATION SMOKE ALARMS SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THIS CODE AND THE HOUSEHOLD FIRE-WARNING EQUIPMENT PROVISIONS OF NFPA 72.	
	BATH FAN	BATH FANS ARE TO BE IN ROOMS CONTAINING ANY BATHING FIXTURES, BATHTUBS, SHOWERS OR SPA. IBC 1203.4.2.1	
	VINYL WINDOW	LOW E, DOUBLE PANE GLASS, GLAZING, MINIMUM ASSEMBLY U-VALUE = .33 ALL EXTERIOR WINDOWS ARE CENTERED BETWEEN A ROOM'S WALLS UNLESS NOTED BY A DIMENSION.	
	FLOOR COVERING TRANSITION LINE		



NOTE: ALL DOORS IN ABOVE SHALL COMPLY WITH THE CLEARANCE FOR FRONT APPROACHES  
MANEUVERING CLEARANCES AT DOORS  
NOTE: ALL DOOR HANDLES SHALL BE LEVER OR LOOP TYPE



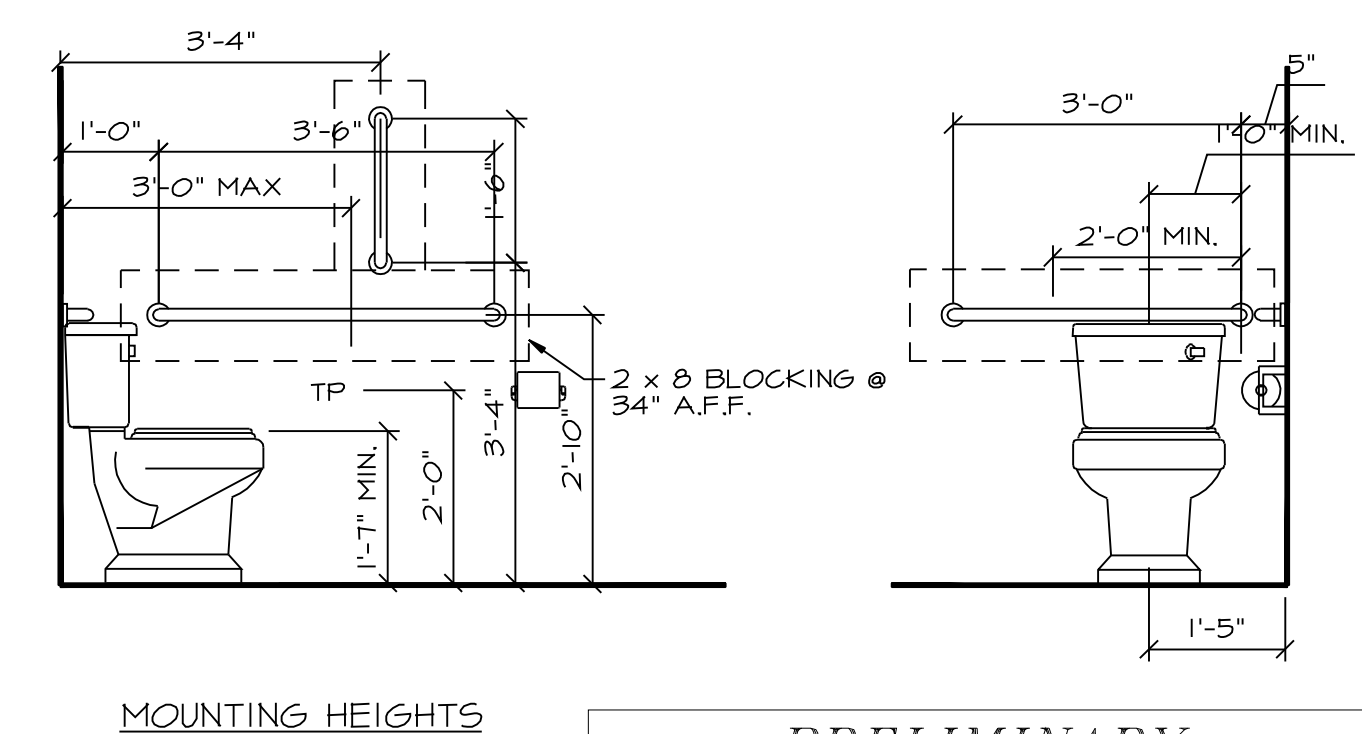
STANDARD MOUNTING HEIGHTS  
NO SCALE



**FLOOR AND BASE:**  
EVERY TOILET ROOM SHALL HAVE THE ENTIRE FLOOR AND SIDE WALLS TO A HEIGHT OF NOT LESS THAN 8 INCHES OF A MATERIAL IMPERVIOUS TO WATER.

**WALLS AND CEILING:**  
(1) THE WALLS AND CEILING OF EVERY TOILET ROOM SHALL BE COMPLETELY COVERED WITH SMOOTH NONABSORBENT MATERIAL.  
(2) THE INTERIOR SURFACE OF WALLS AND PARTITIONS SHALL BE OF LIGHT COLOR TO IMPROVE ILLUMINATION AND FACILITATE CLEANING.

### TOILET ROOM REQUIREMENTS



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PROJECT NO.: 461439  
SHEET: T1



RIGHT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



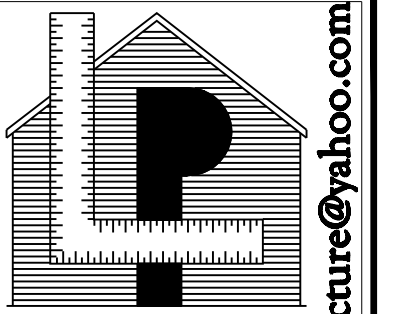
FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



LAKE ELEVATION  
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



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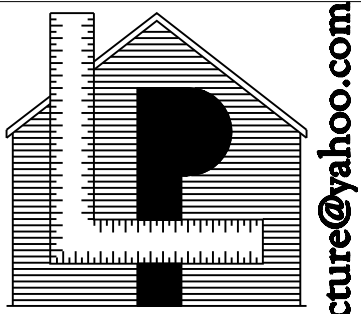
**Cobblestone Creek**  
**Clubhouse**  
**PLEASANT PRAIRIE, WISCONSIN**

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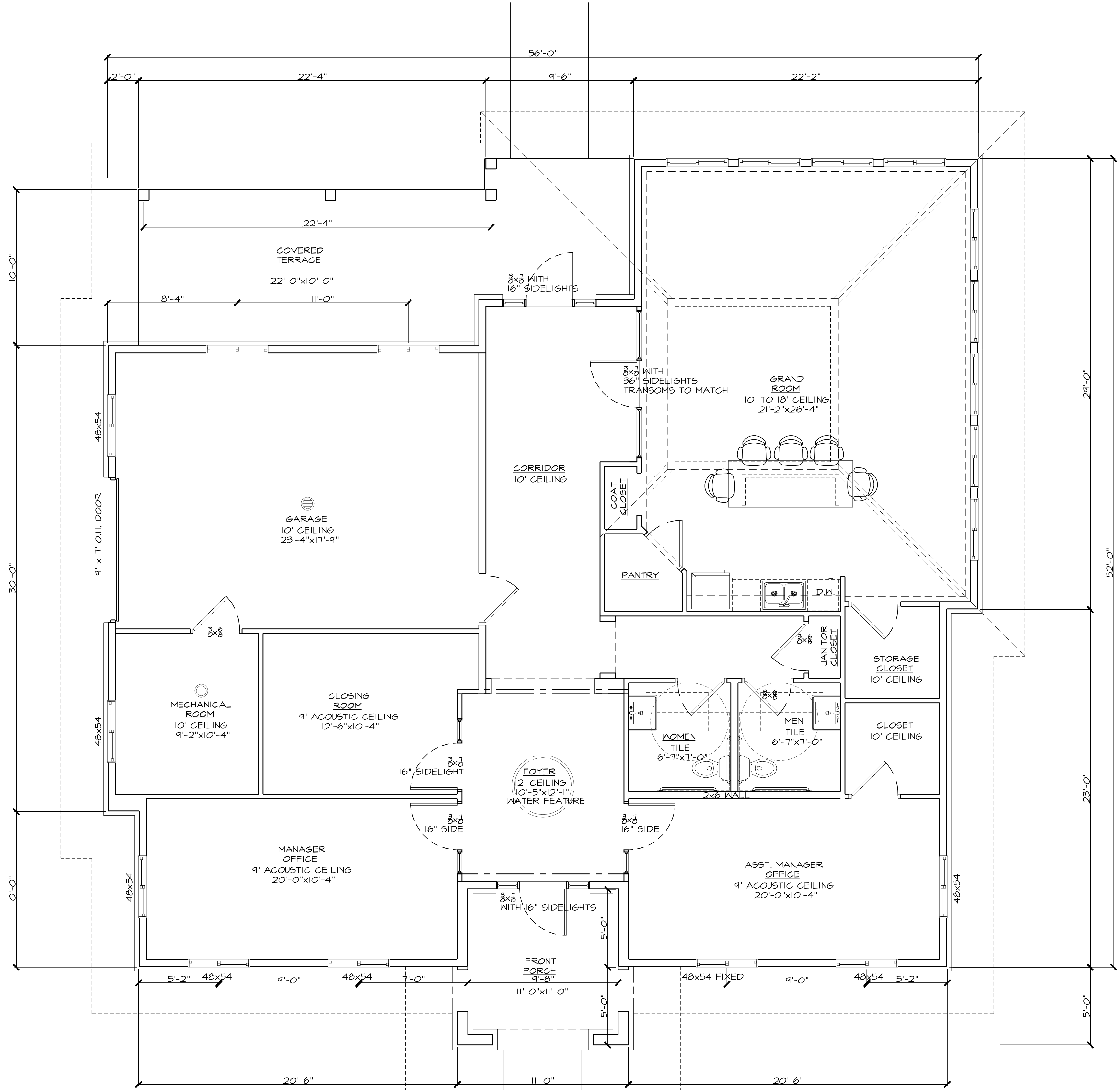
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**Cobblestone Creek**  
Clubhouse  
PLEASANT PRAIRIE, WISCONSIN



**FIRST FLOOR PLAN**

SCALE: 1/4" = 1'-0"  
2,421 SQUARE FEET INCLUDING GARAGE  
1,851 SQUARE FOOT CLUBHOUSE  
570 SQUARE FOOT GARAGE

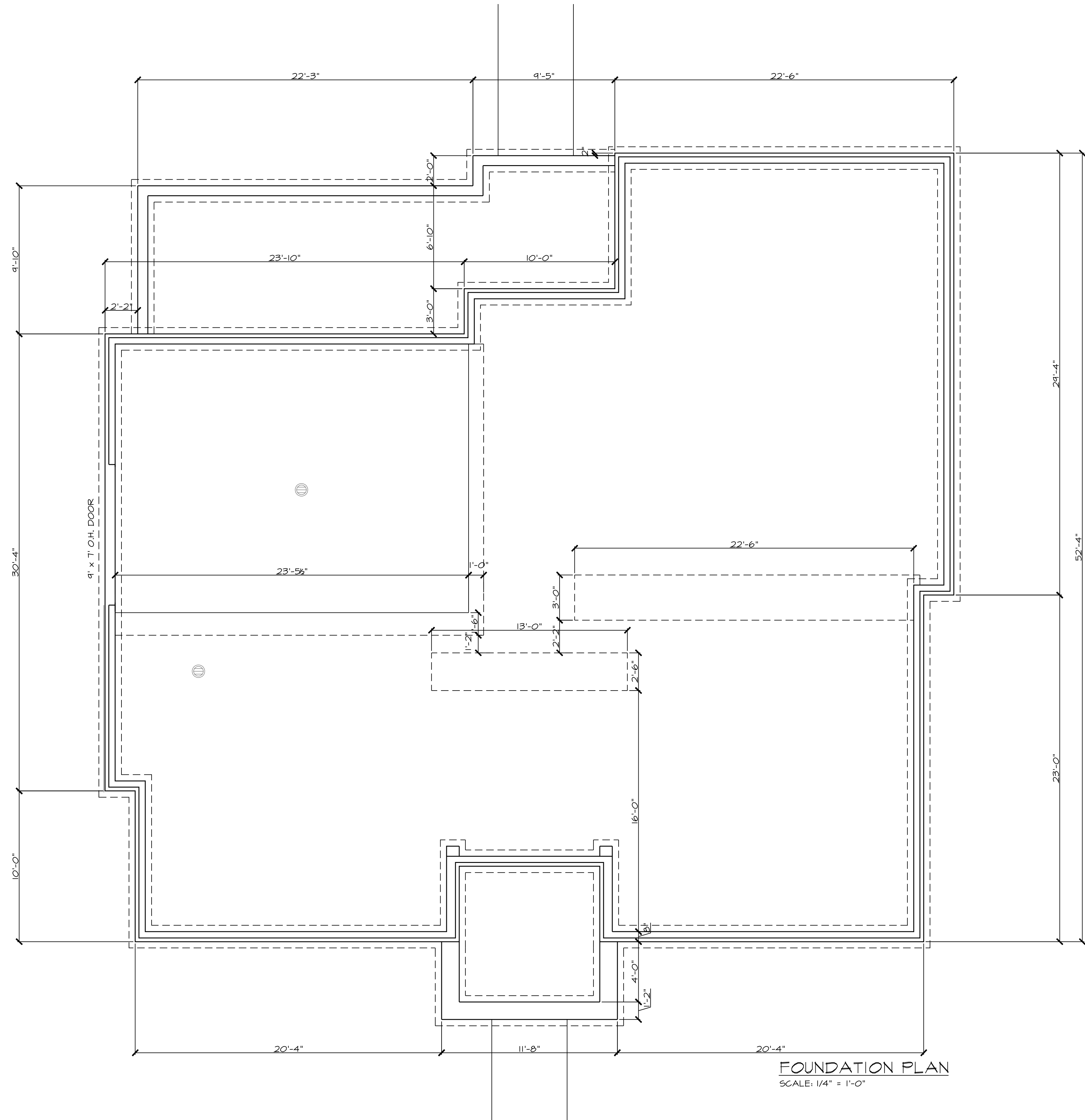
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FOUNDATION PLAN  
SCALE: 1/4" = 1'-0"

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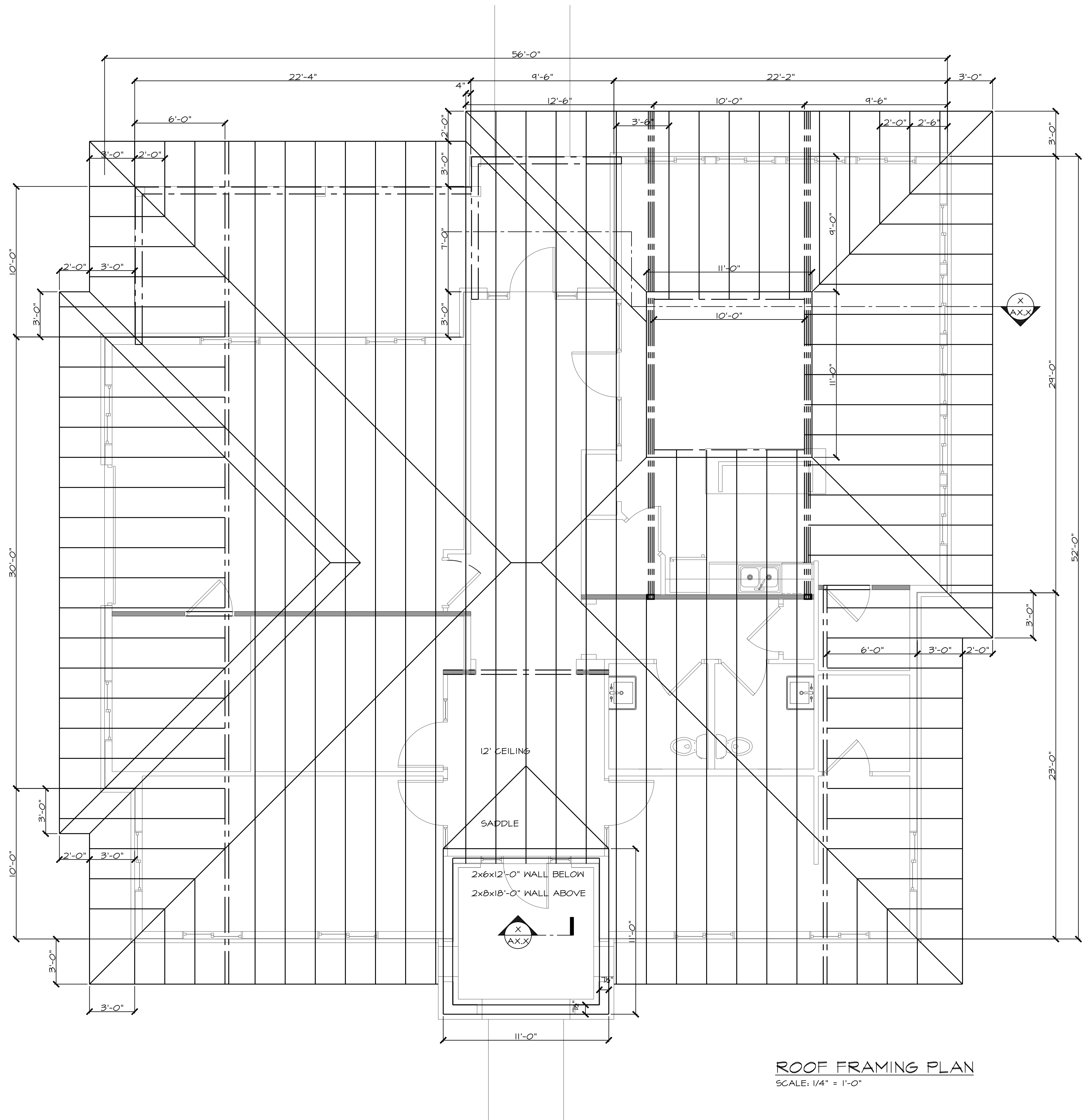
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**Cobblestone Creek**  
Clubhouse  
PLEASANT PRAIRIE, WISCONSIN

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ROOF FRAMING PLAN  
SCALE: 1/4" = 1'-0"

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PLEASANT PRAIRIE, WISCONSIN

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**Village of Pleasant Prairie  
Office of the Village Administrator**

**To: Village Board of Trustees**

**From: Michael R. Pollocoff  
Village Administrator**

**Date: August 15, 2012**

**Re: Chamber of Commerce Board Reappointment**

---

I recommend the following reappointment to the Kenosha Area Chamber of Commerce

Chris Lopour

Term – August 31, 2014

\*\*\*\*\*

**CLERK'S CERTIFICATION OF  
BARTENDER LICENSE APPLICATIONS**

**Period Ending:      August 14, 2012**

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for bartender licenses and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code**. I recommend approval of the applications for each person as follows:

NAME OF APPLICANT

LICENSE TERM

- |                        |                    |
|------------------------|--------------------|
| 1. Sabrina M. Graham   | thru June 30, 2014 |
| 2. Jessica L. Horn     | thru June 30, 2014 |
| 3. Deborah L. O'Connor | thru June 30, 2014 |
| 4. Sue Ann Pecha       | thru June 30, 2014 |

Jane M. Romanowski  
Village Clerk