

AGENDA
Special Meeting
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
January 30, 2012
Immediately following the 6 p.m.
Plan Commission Meeting

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. Receive Plan Commission recommendation and consider Ordinance #12-03 to amend a portion of the Barnes Creek Neighborhood Plan, a component of the 2035 Comprehensive Plan, for the proposed development of a 46 unit senior apartment complex proposed to be located at the southeast corner of 91st Street and 22nd Avenue.
 - B. Receive Plan Commission recommendation and consider approval of a Conceptual Plan for a 46 unit senior apartment complex proposed to be located at the southeast corner of 91st Street and 22nd Avenue.
 - C. Receive Plan Commission recommendation and consider Ordinances #12-04 and #12-05 to amend Chapter 240 of the Zoning Ordinance to remove the Planned Unit Development Overlay (PUD) District and to delete the Springbrook Place Condominium Planned Unit Development as a result of the proposed 46 unit senior apartment complex to be located at the southeast corner of 91st Street and 22nd Avenue.
 - D. Consider the request for a one (1) year extension of the Preliminary Condominium Plat for the Village Green Heights Townhomes North on the property generally located at 47th Avenue north of Main Street.
7. Village Board Comments
8. Adjournment

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

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

Consider **Ord. #12-03** for a **Comprehensive Plan Amendment** to amend a portion of the Barnes Creek Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, pursuant to Chapter 390 of the Village Code of Ordinances for the proposed development of a 46 unit, affordable, independent senior-only apartment complex proposed for the southeast corner of 91st Street and 22nd Avenue.

Recommendation: Village staff recommends that the Village Board approve the **Comprehensive Plan Amendment (Ord. #12-03)** as presented..

Consider the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91st Street and 22nd Avenue for approval of a **Conceptual Plan** for a 46-unit affordable, independent senior-only apartment complex.

Recommendation: Village staff recommends that Village Board to approve the **Conceptual Plan** subject to the comments and conditions of the Village Staff Report of January 30, 2012.

Consider **Ord. #12-04 and #12-05 for a Zoning Text and Zoning Map Amendments** for the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91st Street and 22nd Avenue to amend the zoning map to remove the Planned Unit Development Overlay (PUD) District from the property and to delete the Springbrook Place Condominium Planned Unit Development in Chapter 420, Appendix C of Village Zoning Ordinance as a result of the proposed senior housing development.

Recommendation: Village staff recommends that the Village Board approve the **Zoning Text and Map Amendments (Ord. #12-04 and #12-05)** as presented.

VILLAGE STAFF REPORT OF JANUARY 30, 2012

Consider **Ord. #12-03** for a **Comprehensive Plan Amendment** to amend a portion of the Barnes Creek Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, pursuant to Chapter 390 of the Village Code of Ordinances for the proposed development of a 46 unit, affordable, independent senior-only apartment complex proposed for the southeast corner of 91st Street and 22nd Avenue.

Consider the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91st Street and 22nd Avenue for approval of a **Conceptual Plan** for a 46-unit affordable, independent senior-only apartment complex.

Consider **Ord. #12-04 and #12-05 for a Zoning Text and Zoning Map Amendments** for the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91st Street and 22nd Avenue to amend the zoning map to remove the Planned Unit Development Overlay (PUD) District from the property and to delete the Springbrook Place Condominium Planned Unit Development in Chapter 420, Appendix C of Village Zoning Ordinance as a result of the proposed senior housing development.

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

The petitioner is requesting the Village to amend the Village 2035 Comprehensive Plan, to approve a Conceptual Plan and to approve Zoning Text and Map Amendments for the proposed redevelopment of the property located at the southeast corner of 22nd Avenue and 91st Street with a 46-unit, affordable, independent senior apartment complex.

BACKGROUND INFORMATION: In December of 2007 the Village approved a Final Condominium Plat for the Springbrook Place condominium development (4 7-unit buildings) and the Developer entered into a Development Agreement and submitted an Irrevocable Letter of Credit for the public and private improvements on the site. In addition, a Developer funded Tax Increment District (TID #4) was created in order to assist the Developer in the repayment of the remediation costs associated with the site. Under the TID, the Village agreed to reimburse the Developer for certain eligible costs incurred by the Developer in connection with the demolition of an existing dilapidated structure and the remediation of contaminated soils as an incentive to the Developer to redevelop the property in accordance with an approved TID Project Plan. The Village believes that unless the Village had provided the financial incentive to the Developer, the Developer would not have undertaken the remediation and redevelopment of the property. Since the TID was created, the Developer has demolished the existing structure, remediated the known soil contamination and monitored the ground water. The Developer still contemplates developing the property.

In 2007, a Final Condominium Plat was approved by the Village and the Developer entered into a Development Agreement with the Village. Since 2007, however, the general decline in the housing and condominium market has made the construction schedule for the proposed condominium buildings economically unrealistic and the Developer has requested several time extensions through TID Development Agreement amendments related to the condominium development construction timeline.

On August 16, 2010 the Village Board approved the Third Amendment to the Development Agreement relating to extending the time frame to start the project. The Developer vacated the Springbrook Place Condominium Plat, but reserved the right to bring back the Preliminary Plat back at a later date. The Village Board granted the Developer's request for

the TID to remain in place as long as the Developer took the necessary steps to comply with the conditions to fill in the stormwater basins, to spread the large stock pile of top soil on the site or remove it and to stabilize the site. The Village then released the Letter of Credit for the development.

The Developer indicated that he did not intend to develop the property until market conditions improve; however in order to fulfill his commitment to the redevelopment the property, he requested and the Village Board approved a Preliminary Condominium Plat for Springbrook Place II Condominium which was identical to the previous plat pursuant to the Village Board Resolution #10-34 (September 20, 2010). The approval is considered valid for three (3) years or until September 20, 2013. Within those three (3) years, if the Developer proceeds, the Final Condominium Plat must be filed, considered, approved and recorded at the Kenosha County Register of Deeds Office.

The Village Board believed that the redevelopment of the property pursuant to the referenced Development Agreement and Amendment were in the best interests of the Village and its residents; it would enhance the value of other properties in the Village; it would promote the orderly development of the property in accordance with the Village Comprehensive Land Use Plan; it would remove blighted and contaminated property in the Village; and was in accordance with the public purposes and conditions of the applicable State and local laws and requirements under the TID Project Plan.

CONCEPTUAL PLAN FOR PROPOSED SENIOR HOUSING PROJECT: At this time, the Developer is proposing to develop a two (2) story building with 46-units of affordable, independent senior apartments on the 3.2 acre property located at the southeast corner of 91st Street and 22nd Avenue.

The apartments will be leased to seniors 55 years of age or older. The building will have an elevator to service the two story facility and 46 underground parking spaces (one (1) space for each unit) and 30 surface parking spaces (including 2 handicapped accessible parking spaces).

The unit mix will include 18 two bedroom units ranging in size from 1,024 square feet to 1,032 square feet and 28 one bedroom units ranging in size from 679 square feet to 696 square feet. Storage units are provided for each of the units in a portion of the underground parking area. The first floor includes a vestibule and elevator, two (2) offices, a mail room, a sitting area and approximately 700 square foot community area which is open to the second floor. The second floor includes a small exercise room adjacent to the elevator.

Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces for senior housing is 1 space per 2 bedrooms. The development will have 64 bedrooms, therefore 32 parking spaces plus the required handicapped accessible parking are required (76 parking spaces are being proposed.)

The development of 3.2 net-acre property with a 46-unit affordable, independent senior apartment building will provide a net density of 14.4 units per acre. A total of 2.1 acres or 66% of the site will remain as open space. The open space areas will include a storm water basin at the northwest or northeast corner of the site (the location is not yet finalized) and a woodland area along the southern portion of the property. The trees are located within a Dedicated Woodland Preservation, Access and Maintenance Easement pursuant to CSM 2616. There are no wetlands or 100-year recurrence interval floodplains on the property.

Approximately 0.16 acre (6,754 square feet) of land was already dedicated for the future widening of 22nd Avenue by CSM 2616, so no additional right-of-way is intended to be dedicated by the Developer. Some easements dedicated by CSM 2616 will need to be vacated and some new storm water, utility and other easements will need to be dedicated on a new CSM.

Public sanitary sewer and water is provided within 91st Street adjacent to the site and public sewer is located within 22nd Avenue adjacent to the site. The public water and sewer mains that were proposed to be extended in easements through the center of the development site as part of the condominium project are no longer being installed and these easements dedicated by CSM 2616 will be vacated. In addition, the water lateral that was to be provided to the Mullins property to the south through the center of the property will be provided from 22nd Avenue. The Developer will be required to install a municipal water main within the 22nd Avenue right-of-way adjacent to their property which extends to their southern property limits. The Village is proposing to install municipal water from that point in 22nd Avenue and continuing in Springbrook Road to loop the water main and as part of a Village project. Water laterals will be provided from the 22nd Avenue/Springbrook Road water main to the abutting properties, including the Mullins property. The Developer will be requesting a right of recovery for 10 years to recover a portion of the costs associated with the installation of the public water main within 22nd Avenue adjacent to their property which benefits adjacent land owners.

Pending approval of the Conceptual Plan, the Developer will be submitting to the Wisconsin Housing Economic Development Authority (WHEDA) for tax credits. To the extent consistent with applicable laws of the State of Wisconsin and the United States concerning fair housing, the development shall be age restricted to individuals who are 55 years and older. In addition, a majority of the units within the building shall be income restricted for a period of 15 years commencing on the date such facility is placed into service. Subsequent to the foregoing time period, the Developer may, at its option, charge market rents for any or all of the units within the building. The Developer has agreed to place a written commitment/restrictive covenant that the senior independent apartment building will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (or a total of 30 years).

The monies raised via the sale of the tax credits will be used as equity for the development. In addition to the tax credit equity, the Developer will also be seeking a traditional construction and permanent loan to finance the balance of the project costs. In exchange for the tax credits, the Developer agrees to lease 90% of the units to seniors making at or below 60% of the median county income. It is projected that the monthly rental rates will range from \$475-\$695 per month for one-bedroom units and \$550-\$975 per month for two bedroom units.

COMPREHENSIVE PLAN AMENDMENT: The proposed development is located within the northern portion of the Barnes Creek Neighborhood. The Barnes Creek Neighborhood is generally bounded by 89th and 91st Streets on the north, Sheridan Road on the east, STH 165 (104th Street) on the south and 30th Avenue on the west. The 2035 Land Use Plan indicates that this property is located within the Lower-Medium Residential land use designation. Neighborhood Plans are a component of the Village's Comprehensive Plan and they are essential to the orderly growth of the community because they establish a framework as to how development should occur and, if and when it does occur. On September 10, 2007 the Village Plan Commission approved a Neighborhood Plan for this property to be re-developed with 4 7-unit condominium buildings. (Resolution #07-21).

At this time, the Developer is requesting to amend the Barnes Creek Neighborhood Plan to develop the property with a 46-unit, affordable, independent, senior-only apartment building on the property. (Refer to Plan Commission Resolution #12-04.)

[Note: If the senior apartment project does not move forward and the Developer chooses to move forward with the Springbrook Place II Condominium project prior to September 20, 2013, the Neighborhood Plan will need to be amended prior to consideration of the Final Condominium Plat.]

ZONING TEXT AND MAP AMENDMENTS: The current zoning of the property is R-11 PUD, Multi-Family Residential District with a Planned Unit Development Overlay District. A portion of the property is located within the shoreland boundary of a tributary to Barnes Creek. The existing PUD Ordinance Ordinances #08-08 and #08-27 that amended the legal description for the Springbrook Place Condominium are proposed to be deleted and the property is proposed to be rezoned to R-11.

At the time that the final plans are submitted, a specific PUD Ordinance will be written for this development and the property will be rezoned with a new PUD Overlay District. Developing 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 proposed to be included in the PUD:

- To increase the number of apartment units allowed per building from 24 to 46 for senior-only living.
- To increase the net density allowed in the R-11 District from 9.6 to 14.4 dwelling units per net acre for senior apartments.
- To allow for one bedroom units to be reduced from a minimum of 700 square feet to 679 square feet per unit.
- To allow the overhead garage door for the underground parking to face 22nd Avenue.

In consideration of these modifications to the Village Zoning Ordinance, the following shall be required:

- The units shall be restricted for seniors 55 years of age and over. The Developer has agreed to place a written commitment/restrictive covenant that the senior independent apartment building will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (total of 30 years). (The Developer shall provide the wording related to this provision for Village staff review.)
- A minimum one (1) parking space per unit shall be provided in an enclosed garage attached to the building (46 underground parking spaces are being proposed).
- Additional enclosed storage shall be provided for each unit (storage units are proposed within the underground parking area).
- The exterior building materials and design shall be a combination of brick and cement board (as shown on the drawings).
- Although there is no C-2 woodland conservancy zoning on the property, the wooded area located along the southern boundary shall continue to be preserved and located within a Dedicated Woodland Preservation and Protection, Access and Maintenance Easement.
- The storm water basin shall be a wet basin and be located within a Dedicated Storm Water, Retention Basin, Access and Maintenance Easement.

A new PUD Ordinance will be drafted and considered by the Plan Commission and the Village Board at the time the final plans are submitted for review. The required public hearing for the PUD Zoning Text and Zoning Map Amendments will be held at the same time as the Plan Commission and Village Board considers a new CSM and the required Development Agreement for the installation of the public water main improvements.

AMENDMENT TO THE TID #4 DEVELOPMENT AGREEMENT: Amendments to the TID Project Plan and TID Development Agreement will be required to be approved by the Village Board and Joint Review Board prior to work commencing on the site.

FISCAL REVIEW: In addition to the impact fees due at the time of building permit, the Developer has agreed to a cost sharing agreement to donate \$891 per housing unit as a cost sharing contribution for each of the residential units within the development to address current shortfalls in funding/fees collected for police, fire, EMS and public works impact fee needs as a direct result of this development. The referenced \$891.00/per residential unit payment shall be made to the Village at the time a building permit is issued. Only one \$891.00 payment is due per residential unit.

Recommendations:

Village staff recommends that the Village Board approve the amendment to the Comprehensive Plan as presented in Ord. #12-03

Village staff recommends that the Village Board approve the **Zoning Text and Map Amendments (Ord. #12-04 and #12-05)** to remove the PUD zoning designation from the property and to delete the associated PUD text for Springbrook Place Condominium development as presented.

Village staff recommends 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 CSM, Final Development Plans and Development Agreement and TID Project Plan and TID Development Agreement Amendments shall be approved by the Village.
2. The Senior Housing is proposed to be developed as a Planned Unit Development (PUD). ***Developing as a PUD will allow for more flexibility with some dimensional requirements of the Village Zoning Ordinance provided there is a defined benefit to the community.*** The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer, the Plan Commission and Village Board upon approval of the Conceptual Plan and submittal of the CSM and the Final Development Plans.

The Developer has agreed to provide to the Village a written commitment/restrictive covenant that all of the senior independent living apartment buildings within this development will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (total of 30 years). A written agreement shall be entered into prior to approval of the Certified Survey Map and related Development Agreement.

3. The Conceptual Plan has been 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 eight (8) full size sets of plans shall be submitted for review by the Village.

- a. The parking lot shall accommodate fire truck turning movements for ingress/egress. A turning template shall be provided showing truck turning movements. Provide plan sheet with the turning template.
- b. The driveway leading into the underground parking shall be a minimum of 24 feet wide.
- c. Label the City of Kenosha – Village of Pleasant Prairie municipal border along 91st Street on all plan sheets.
- d. Provide a plan cover/title sheet. This sheet shall include the name of the project; the legal description or the property; the name, address, telephone number and fax number of the developer, any project manager or principal contact person, and any architect, professional engineer or land surveyor involved in the preparation of the plans; a general location map of the site; and a list of all plan sheets included within the plan set.
- b. The title page shall include a note of the proposed zoning for the property R-11 (PUD), Multiple-Family Residential District with a Planned Unit Development Overlay District.
- c. The square footage calculation of impervious surface and square footage of the amount of open space on the property shall be noted on the plans. A minimum of 25% of the site shall remain in open space.
- a. Label the full right-of-way width of 22nd Avenue and 91st Street on all plan sheets. The 17 foot of land has been previous dedicated by CSM 2616, correct all sheets.
- b. Note the topographic survey information source on the plan. The site plan will need to be field surveyed as part of the final engineering plans.
- c. As part of the development, a public 12-inch water main shall be designed and extended south along the east side of 22nd Avenue from 91st Street to 9145 22nd Avenue in the right-of-way. Detailed plans and specifications shall be submitted for review.
- d. Label the existing sanitary sewer along 22nd Avenue.
- e. The Fire & Rescue Department shall be consulted to determine if additional fire hydrants are required for the site. See comments.
- f. All downspouts shall be interconnected to the private storm sewer system.
- g. The following comments pertain to storm water management:
 - i. Storm water management shall meet the Village’s current storm water management Ordinance which was revised in 2009 [See Chapter 298 of the Village Municipal Code.]
 - ii. The storm sewer system within 91st Street is owned and maintained by the City of Kenosha. Written approval from the City shall be obtained for the storm sewer connection and proposed release rates from the site to the City’s system.

- iii. The proposed storm water management approach and system functionality is unclear in the conceptual plans.
- iv. Based on the elevations provided on the conceptual plan, the trench drain to the parking garage is lower than the storm sewer within 91st Street.
- v. The detention basin shall be designed to be aesthetically pleasing and shall be designed as a wet basin. Further review will be done once the storm water management has been explained.
- vi. A written storm water management plan shall be provided.
- h. Detailed engineering plans, details, and specifications shall be provided for further review.
- i. Permits are required from the City of Kenosha for the driveway and work within 91st Street right-of-way. A copy of all permits and approvals shall be submitted to the Village.
- j. All easements shall be shown on all plans sheets.
- k. The Dedicated Woodland Preservation and Protection, Access and Maintenance Easement area dedicated by CSM 2616 shall remain.
- l. The Dedicated Public Sanitary Sewer, Water, Access and Maintenance Easement dedicated by CSM 2616 shall be vacated.
- m. The Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easements dedicated by CSM 2616 shall be vacated.
- n. The area for the new Storm Water Retention Basin, Access and Maintenance Easement shall be dedicated and shown on all plans sheets. The new easement will specify that the Owner is responsible for the maintenance; however, the Village will have an easement over the basin giving the Village the right, but not the obligation to maintain the storm water facility in the event the Developer fails to complete the required maintenance.
- o. Utility Easements shall be labeled as "***Dedicated Utility Easements***". The owner shall contact We Energies to verify the location and size of all proposed utility easements that may be needed for this development. **All utility easements shall be located outside of the woodland and storm water easements.**
- p. A revised Certified Survey Map shall be required to dedicate all new easements.
- q. A draft copy of all documents to vacate unnecessary easements previously recorded on CSM 2616 shall be provided for Village review. It is acceptable to the Village if these easements can be vacated on the new CSM.
- r. As previously required for the development of this site, all existing utility poles on the site shall be removed or relocated. If this has not been done add a note to the plans.
- s. The location of the proposed garbage and recycling collection area shall be shown on the plans. A standalone dumpster will not be allowed. The dumpster area shall be incorporated into the design of the building.
- t. The minimum roof pitch shall be 4:12. Note on the plans.

- u. 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.
- v. Material sample boards shall be provided for Plan Commission review and approval.
- w. The total building height shall be shown on the plans. The building shall not exceed 35 feet in height.
- x. Lights are required at the entrance of this development on the private property. These 15' high light standards shall be similar to the Village black paragon clear street lights on black concrete pole.
- y. All outdoor lighting on the site and building shall be submitted to the Village for review.
- z. A 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. Landscape screening to block headlights shall be planted adjacent to the parking areas abutting 22nd Avenue and the east property line.
 - iii. An irrigation system for the foundation plantings is required and shall be shown on the plans.
 - iv. The location of all pedestals and transformers and proposed screening.
 - v. Street trees shall be planted every 50 feet along 22nd Avenue and 91st Street.
 - vi. Detailed information on how the plants will be staked or secured and placed in mulch areas shall be detailed on the landscaping plans.
 - vii. Plantings shall be added to screen/protect the intersection corners from the retention basin.
 - viii. Additional comments forthcoming from the Village Public Works Department.
- aa. See attached comments from the Village Fire & Rescue Department dated December 28, 2011.
- bb. See attached comments from the Village Senior Building Inspector dated January 3, 2012.
- cc. All easements shall be shown on the Certified Survey Map, Engineering Plans and Landscaping Plans. Upon review of detailed Engineering Plans additional easements may be required. In addition, legal descriptions of all easement areas shall be provided on the CSM. The Village staff will prepare the Dedications and Easement Provisions and Restrictive Covenant Language for the CSM upon receiving a draft of the CSM document.

- dd. If a Multifamily Residential Development Identification Sign is proposed, the location shall be shown on the site plan. The sign shall meet the following requirements:
 - i. Maximum number: one sign per development.
 - ii. Minimum setback: five (5) feet from the right-of-way line of 91st Street and 22nd Avenue.
 - iii. Maximum height: eight (8) feet.
 - 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.
 - 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: four (4) feet.

NEXT STEPS:

- 1. Upon approval of the Conceptual Plan by the Village Board the following documents shall be submitted to the Village for staff review:
 - a. A draft copy of the Certified Survey Map to dedicate all the required easements (i.e. Dedicated Utility Easements, Dedicated Woodland Protection and Preservation, Access and Maintenance Easement, Dedicated Storm Water, Retention Basin, Access and Maintenance Easement) needed for the Development. The Village staff will prepare the Dedications and Easement Provisions and Restrictive Covenant Language for the CSM upon receiving a draft of each of the documents. The Final CSM will be considered at the same time that the Development Agreement and related documents are considered by the Plan Commission and the Village Board.
 - b. The Developer has agreed to place a written commitment/restrictive covenant that the senior independent apartment building will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (total of 30 years). (The Developer shall provide suggested language related to this provision for the Village's review.)
 - c. A draft copy of all documents to vacate unnecessary easements previously recorded on CSM 2616 for Village review. If these easements can be vacated on the new CSM that is acceptable to the Village.
 - d. Eight (8) sets of detailed Engineering Plans, Profiles, and Specifications and other related reports for the public water main and the private site improvements.
 - e. Eight (8) revised Landscaping Plan and Specifications. One (1) Plan for the on-site landscaping and one (1) Plan for the required street trees.

- f. Eight (8) revised floor plans and building elevations with a sample board of the colors and materials.
 - g. A draft of the Restrictive Covenant related to the age restriction.
 - h. Organizational and Operating Documents for the Developer's LLC for this project.
 - i. A written update to the status of the Remediation Plan and Groundwater Monitoring Plan.
 - j. Any additional information required to amend the TID Project Plan and the TID Development Agreement.
2. **After the above documents are received, the Village will prepare the Development Agreement (for the installation of public water main within 22nd Avenue right-of-way and the public street trees within 22nd Avenue and 91st Street), the PUD Ordinance and amendments of the TID Project Plan and Development Agreement for the Developer's review. [Note: A final decision shall be made to determine if the Water Main will be bid by the Developer or bid as part of the Village Water Main project.]**
 3. **Upon the staff's satisfactory review of the CSM and Final Plans including the detailed Engineering Plans and Specifications and other items specified above, the CSM, Development Agreement and Zoning Text and Map Amendment Application and related application materials shall be submitted for consideration of the Plan Commission and Village Board.**
 4. **The CSM, Development Agreement and PUD Ordinance cannot be approved until the Final Plan including Final Engineering Plans and Specifications for all required public improvements are approved and the Development Agreement and all related documents are in final form.**
 5. The Owner and the Developer of this project shall be one entity unless both will be signing and executing all of the developer documents.
 6. Upon Village approval of the Engineering Plans and Specifications, the Developer shall submit four (4) copies of the approved plans, profiles and specifications and four (4) copies of WI DNR water application checklists to the Village so that the Village can request approval from the Kenosha Water Utility (KWU) and obtain bids for field staking and inspection services for the public improvements.
 7. A copy of the approval letters from the KWU, WI DNR and SEWRPC shall be submitted to the Village.
 8. Upon Village approval of the Final Engineering Plans, Profiles and Specifications for the installation of the Municipal Water Main and the Landscaping Plan for the required street trees the following shall be submitted:
 - a. A copy of the signed contracts, certificates of insurance, and performance and payment bonds shall be provided to the Village. The contracts shall have the Developer'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. **All contractors shall be pre-qualified by the Village.**
 - b. Five (5) copies of the final Landscaping Plan. A copy of the signed public street tree contract, street tree planting plan and certificate of insurance. **All contractors shall be pre-qualified by the Village.**

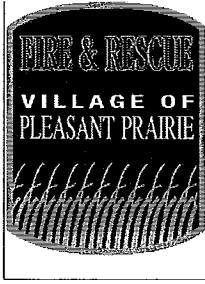
9. **Upon staff review and approval of all of the requirements listed above, the CSM and PUD applications, application materials and application fee shall be submitted for Village to schedule the required public hearing before the Village Plan Commission. In addition, a color rendering of the building elevations and the Final Site Plan shall be submitted to the Village in a TIFF or JPEG format so that it can be presented in the staff's power point presentation.**
10. **At least two (2) weeks prior to Village Board consideration of the CSM, Development Agreement, TID Project Plan and Development Agreement amendments and related documents, the following shall be finalized and submitted:**
 - a. The original CSM executed by the property owners and a digital copy of the CSM (see comment below for format).
 - b. Five (5) full size and one (1) 11 by 17 copy of the Final Engineering Plans and Specifications for the installation of the municipal water main and two (2) digital copies of the Final Engineering Plans (see comment below for format).
 - c. Five (5) full size copies and one (1) 11 by 17 copy of the Final Site Plans including Civil Plans, Grading and Drainage Plans, Storm Water Management Plans and Reports, Landscaping Plans, Building Plans and Lighting Plans.
 - d. A pdf copy of all plans and specifications.
 - e. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).
 - f. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
 - g. Right of Recovery Agreement (to be drafted by the Village and reviewed by the Developer) for the municipal water system within 22nd Avenue.
 - h. The Itemized Cost Breakdown Exhibit (to be drafted by the Village and reviewed by the Developer). **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 on bank letterhead).**
 - i. A Policy of Title Commitment equal to the cost of public improvements shall be provided to the Village. The title policy shall indicate that the public improvements/easements are being dedicated free and clear of any encumbrance liens or judgments. The Title Report Commitment shall be updated the day before closing and again within 7 days after closing and recording of the documents.
 - j. The Work in the Right-of-Way Permits (from City of Kenosha for 91st Street and Village for 22nd Avenue).
 - k. The Erosion Control Permit application, related plans and permit fee.
 - l. A \$2,000 street sweeping cash deposit.
 - m. A three-year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 125% of the total cost of public related improvements, including municipal water main, street trees, field staking, inspection and construction related services for public improvements. **A "draft" LOC shall be provided**

to the Village for staff review. The "Final" LOC shall be provided prior to the Village at the closing.

- n. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to the execution/signing of the CSM and Development Agreement and Memorandum of Development Agreement and other related documents.
 - o. The amended TID Project Plan and TID Development Agreement.
11. Digital copies of the Final Engineering Plans and CSM shall be submitted to the Village which satisfy the following criteria:
- a. The original CAD file for each page of the plans shall be delivered in one of the following formats: AutoDesk's DXF or DWG format or Microstation's DGN format. If the original CAD work was completed in another package it will need to be converted into one of these other formats. Scanned images and raster files will not be accepted for this type of data.
 - b. A TIFF file for each page of the plans. Each TIFF file should show what is contained in the delivered CAD file for the same page of the plans.
 - c. A single digital vector file containing a seamless representation of the utilities or systems built. Topology will be correct with no overshoots or gaps between features that should connect. Feature types shall be uniquely identified within the file so that types of features can be separated. All data will be projected into Wisconsin State Plane South Coordinate system based on the NAD27 Datum. The preferred format is ESRI Shape files. Other acceptable formats include AutoCAD DXF, Microstation DGN, Intergraph IGDS, MapInfo MIF, ESRI Arc/Info Coverages, and ESRI Interchange files. Scanned images and raster files will not be accepted for this type of data.
 - d. All file references must be resolved in the delivered data. In other words, if a file references another file, the referenced file must also be in the set of delivered files. This includes font files, tiffs, jpgs, etc. All directory references should be relative and not absolute.
 - e. All forms of spatial digital data in receipt from outside sources will have the following information delivered with the data. The following information can be included in the sheets or as a separate document:
 - i. Date(s) data was collected;
 - ii. Who the data was collected by;
 - iii. A short description of the collection process including how the original data was collected and then how was it converted to digital form;
 - iv. A list of all the feature types represented in the data with information on how the different types of features are distinguishable from each other. Typically this information will include information about feature levels, symbology, feature tags and/or database references;
 - v. If additional attribute information is present on the features, descriptions of the data's meaning are required;
 - vi. Data location information;
 - vii. Projection information if the data is projected; and

- viii. Any other information that might help the Village of Pleasant Prairie use the delivered data appropriately and expediently.
 - f. Orthophotography, Satellite Imagery, Digital Photos and other Electronic Images
 - i. Images will be delivered preferably in an uncompressed TIFF file. If the image is not in this format, other image types can be considered including MrSID and JPG files.
 - ii. Orthophotos and satellite imagery need to be geospatially referenced. In other words, the image must know where it is located in the real world. Images should be projected to the Wisconsin State Plane South Coordinate System based on the NAD27 Datum.
 - g. Exceptions will be considered to these rules on a case-by-case basis. Written approval for any exceptions must be obtained from the Village of Pleasant Prairie at the start of the project. If the Village receives information that varies from the above, the Village will return the information to the engineer until it is correct.
12. Upon Village Board's approval of the CSM, Development Agreement and related documents and within seven (7) days of said approval, the Village will hold a closing to have the Final documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide the proof of recording to the Village within 72 hours of closing with the Village.
 13. **Following the closing (on the same day), 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 (This meeting is required prior to public improvement field work commencing).**
 - a. **The Developer's engineer shall coordinate the set-up of this meeting and shall run the pre-construction meeting.**
 - b. **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. 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.
 15. 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. If fees are not paid in a timely manner the Village will not continue to review said plans.
 16. 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. If fees are not paid in a timely manner the Village will not continue to review said plans.

17. Developer impact fee contributions of \$891/per unit will be due and payable at the time of issuance of building permits.
18. All required public improvements and private grading shall be completed, inspected, storm sewer televised and accepted, water sampled with safe samples, and approved by the Village including an as-built grading plan of subdivision prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.
19. **Prior to written occupancy of the 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.**
20. **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.**



Office of the Village
Fire & Rescue Chief
Douglas McElmury
Interim Chief

VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director

FROM: Douglas McElmury, Interim Chief, Fire & Rescue Department

CC: Lt. Thomas J. Clark, Pleasant Prairie Fire & Rescue Department

SUBJECT: Review of 46 Unit Senior Housing Project

DATE: December 28, 2011

The development is located at S.E. corner of 91st Street and Springbrook Road; it is 45,766 square foot in size, excluding the underground parking, two stories, 46 unit apartment complex, with 48 underground parking stalls.

The Fire and Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually.

The concerns of the Fire and Rescue Department are as follows:

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.*

Elevator Size:

The proposed single elevator that will service two 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. Proposed elevator size does not meet ordinance. **Plans dated 12/16/11 do not meet the ordinance requirement.**

Elevator Emergency Notification:

The elevator emergency notification button will relay a recorded message indicating the building and address, then will remain open in order to speak with the individual inside of the elevator. The emergency notification will be received at the Pleasant Prairie Dispatch, on the fire emergency line, 262-694-1402.

Fire Department Pumper Pad:
Pumper Pad (Hydrant and F.D.C) is not shown on the submitted plans.
The location and accessibility must be reviewed by the Fire Department.

Access:
Access in the through the outside parking area is 20 feet wide, we have requested 30 feet.

Fire Alarm Control Panel:
The main fire alarm control panel shall be placed in the main lobby, exact location in the lobby to be determined.

Main Entrance Access:
The security locked door and intercom system shall have a keypad in order for emergency responders to access the building after hours. The key code for responders will be determined by the Fire & Rescue Department.

Canopy Entrance:
Canopy clearances shall be at least 14'-0". All clearance heights shall be clearly identified. The width of the canopy must be able to accommodate emergency apparatus. **Plans dated 12/16/11 show the canopy at 8 feet in height. Minimum clearance needs to be 14'-0".**

Fire Department Connection:
The Fire Department Connection (FDC) will need to comply with the drawing FPSK-1 revised 12/17/07. This includes the 2 ½" Siamese and the 5" Stortz connection. See drawing for details.

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. This designated area will have the appropriate signage.

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. The building shall be constructed in accordance with the State of Wisconsin, COMM. 61, The IBC as Modified by Chapter COMM 62, The IECC as Modified by Chapter COMM 63, The IMC as Modified by Chapter COMM 64, The IFC as Modified by Chapter COMM 65, and in particular those items that pertain to fire protection and life safety.

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.

1. Fire and Rescue Department Review and Comments:

| | |
|--|------------------|
| Site accessibility | |
| Pumper Pad | Not Shown |
| Fire hydrants | Not Shown |
| Sprinkler water flow strobe light and bell | Not Shown |
| Annunciator panel | Not Shown |
| Fire alarm pull stations | Not Shown |
| Knox Box(es) | Not Shown |

2. A letter shall be submitted to the Fire and Rescue Department with the plans, it shall state that the project will comply with all requirements addressed within this document.
3. **Fire Insurance Carrier:** The Owner is advised to consult with their fire insurance carrier prior to construction and before beginning the installation of the fire protection systems. The fire insurance carrier may offer a reduction in annual premiums for following their recommendations at the time of initial construction. The insurance carrier should review the site plan and fire protection drawings.
4. **NOTE:** The Fire & Rescue Department wants to review the insurance carriers comments. Those comments shall be submitted along with the drawings for the fire protection drawings.
5. **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.

- o Bulk Water; the water that is used for the flushing of new water mains and fire hydrants.
- o Water Usage
- o Fire Protection Plans for Underground water mains.
- o Fire Protection Plans for Aboveground Automatic Fire Sprinkler Systems.
- o Fire Alarm System Plans
- o Occupancy Permit & Re-Inspection fees

6. **Sidewalks:** All exits will be provided with a sidewalk, which leads from a paved hard surface, to another paved hard surface.
7. Canopy clearances shall be at least 14'-0". All clearance heights shall be clearly identified. The width of the canopy must be able to accommodate emergency apparatus. **Plans dated 12/16/11, the clearance of the canopy is 8 feet. Minimum clearance needs to be 14'-0".**
8. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus.
 - a. A minimum wall-to-wall turning radius of 49'-0" shall be allowed for fire apparatus movement.
 - b. A minimum curb to curb turning radius of 42' 6" shall be allowed for fire apparatus movement.
 - c. A minimum inside turning radius of 26' shall be allowed for fire apparatus movement.
 - d. All entrances from public streets, as well as road and driveways around the proposed building must be a minimum of 30 feet wide.
 - e. All exterior exit pathways as well as access to a Fire Sprinkler Room shall have a hard surface, leading to a hard surface.
 - f. An exterior personnel door shall be located in close proximity to each fire sprinkler riser.
9. **Sprinkler System:** Fire sprinkler systems shall be designed and constructed to the current edition of NFPA 13 Installation of Sprinkler Systems, and or NFPA 13R, Automatic Fire Sprinklers in Residential Occupancies and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers. Standpipe systems will also need to be installed, on each floor in each stairwell, and the basement stairwells with another standpipe at the personnel door near the overhead garage door.
10. **Standpipes:** In lieu of 1.5 inch hose stations, the building shall be equipped with standpipes that shall consist of 2-½ inch NST valve, 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 and placed adjacent to all exterior exit doors, same side as the door handle/knob.
11. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, it must be sized by the fire protection (sprinkler) contractor. The size of the fire protection main will be required before the installation of any underground construction begins. It is also required at which point the main enters the building it shall rise vertically. All devices such as backflow preventers, valves, etc. shall be located at this point. No main is allowed to travel

underground, under the building. An exterior personnel door shall be located in close proximity to all risers, along with a sidewalk leading to another paved surface from the door.

12. 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.
13. All underground water mains for the entire project must be flushed before any connections are made to a building. The flushing of the water mains shall be witnessed by the Fire & Rescue Department. The owner shall contact the Fire & Rescue Department to arrange the flushing.
14. **Fire Hydrants:** Fire hydrants shall be spaced no more than 500 feet apart along public roadways and 350 feet apart along private roadways, per Village Ordinance, 180-16. 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.
15. **Fire Hydrant Acceptance:** It is assumed that 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.
16. 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.
17. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the building 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.
18. **Pumper Pad:** Pumper Pad (hydrant and FDC) must be provided for these buildings. The Pumper Pads must be shown on the "Utility Plan" and the Pumper Pad detail must be included in the plan package. 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 (FDC) will need to comply with the drawing FPSK-1 revised 12/17/07, this includes the 2 ½" Siamese and the 5" Stortz connection. See drawing for details.

19. **Bollards:** Shall be placed near fire hydrants, remote post indicator valves (PIV) 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.

20. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system must be submitted for review. The Village will use an independent fire safety consultant for the review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued.

21. **The following information shall be submitted with the sprinkler plans for review:**

Building height:

Number of stories/floors:

Mezzanines:

Clear space:

Elevators:

Hazard class:

Commodity:

Maximum storage height:

Square footage, office space:

Square footage, Manufacturing including maintenance and equipment:

Square footage, receiving space:

Square footage, shipping space:

Square footage, warehouse space:

Exterior storage:

Fire protection:

22. The following Fees and Permits are generated directly from the Fire & Rescue Department.

**Bulk Water
Water Usage
Fire Protection Plans for Underground and Aboveground
Fire Alarm System Plans
Kitchen Hood System Plans**

23. 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 three weeks.
24. **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.
25. **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.
26. **Strobe Light:** In any building equipped with a fire protection system, 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 of the Sprinkler Ordinance. Location of the strobe shall be determined by the Fire & Rescue Department.
27. **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.
FACP shall be placed in the main lobby.
Remote annunciator placed in the fire sprinkler riser room.

- 28. **Monitoring points:** Flow switches shall be provided so that the system maybe identified by specific areas as to where the flow is occurring. This is to aid in a rapid response to that area of the building by the fire and rescue personnel.
- 29. **Manual Fire Alarm Pull Stations:** Shall be located immediately adjacent to each exterior door, and at all other locations as required. The pull station shall not be placed in the area of the door.
- 30. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
- 31. **Smoke and Heat Detection:** Shall be installed as required per code.
- 32. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
- 33. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The annunciator panel shall be placed at a location mutually agreeable to the Owner and the Fire and Rescue Department. 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. Remote annunciator shall be installed in the fire sprinkler riser room.
- 34. **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 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

35. The fire alarm contractor **must** meet with the Fire & Rescue Department to review the fire alarm system device addressing prior to any programming being done. This is to ensure that there will be no confusion in locating a device and that the addressing will be written in a general language that is utilized within the Village.
36. The fire alarm system plans will be reviewed prior to installation. Plans should be submitted a minimum of four (4) weeks prior to installation. A permit fee applies to the fire alarm system, as well.
37. **Knox Box:** Shall have a minimum of two (2) Model 4400. Locations of Knox Boxes shall be determined and agreed upon by the Owner and the Fire & Rescue Department. Tentative locations would be a Model 4400 would be placed at the main access door and placed at the underground parking entrance door. 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.
38. **Fire Extinguishers:** Shall be shown on the Architectural plans and shall be located so as to meet the intent of 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, to see how a tenant furnishes the space. The company providing the fire extinguishers shall submit a letter to the Fire and Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.
39. **Emergency and Exit Lighting:** In addition to required Exit lighting, Emergency Lighting shall be provided. Combination units are acceptable and recommended. Both the Exit and Emergency Lighting shall have battery back-up. Emergency generation can serve the need for back-up power if so designed. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted; this is done for testing purposes. These circuits shall be clearly labeled.
40. **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.

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.

- a. Copy of contract with fire alarm central monitoring station.
- b. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
- c. Copies of the fire protection underground flushing documents.
- d. Copies of the underground and fire sprinkler hydrostatic test certificates.
- e. Copies of the fire sprinkler operational test certificates.
- f. Copies of the fire alarm test documents.
- g. Copies of other test documents such as, hood/duct, smoke, etc...
- h. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
- i. 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.
- j. 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. This designated area will have the appropriate signage.
- k. Maps of the fire alarm and fire sprinkler system shall be placed in the fire sprinkler 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.
- l. Applicable keys for the Knox Box.
- m. A copy of the tenants Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.
- n. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.

41. Occupancy: All fire and life safety requirements must be in place prior to this building being occupied.

MEMORANDUM

TO: Peggy Herrick, Assistant Planner

FROM: Ken Robers, Senior Building Inspector

SUBJECT: Site and Operational Plans comments/conditions for Bear Realty Senior Housing Project located at 91st St and 22nd Ave.

DATE: January 3, 2012

The following are my comments/conditions:

- 1) All building, plumbing, and HVAC plans will need to be designed to the IBC Codes, Wisconsin Plumbing Code and be **State Approved** prior to submitting (2 sets) for building permits from the Village of Pleasant Prairie.
- 2) As of September 1, 2000 Lighting plans are no longer reviewed at the state level. However, the Village will continue to review plans. The Lighting Worksheets L-1 through L-5 are required for municipal level review.
- 3) Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, Comm 16.46, 51.15(5), 54.06(2), and 54.11. The Village Fire & Rescue Department should be contacted for further information and requirements. Contact Fire & Rescue Chief Paul Guilbert at 262-694-8027.
- 4) If water main is to serve both domestic and fire protection combined, the plans will need Department of Commerce approval and Village Fire & Rescue Department approval prior to obtaining permits and commencing work.
- 5) Complete erosion control measures, silt fence and gravel access drives must be installed per Wisconsin Construction Site Best Management Practice Handbook and be inspected within 24 hours of any land disturbing activity.
- 6) This parcel and building must comply with all requirements of Barrier-Free Design.
- 7) The architect(s)/ professional engineer(s) shall submit, to the Village and State, the compliance statement, Form SBD 9720, **prior to the final inspection with the Village Building Inspection and Fire & Rescue Departments.**
- 8) The electrical contractor will be required to be licensed by the Village of Pleasant Prairie. The electrical contractor shall obtain a permit from the Village prior to beginning work.

- 9) All mechanical contractors shall obtain a permit from the Village prior to beginning work.
- 10) Building plans will need to show detail on fire stopping of all penetrations through fire rated walls and fire separation walls as required by emergency rule that took effect on January 28, 1998.
- 11) Sprinkler plans are required to be submitted to, and reviewed by the Village Fire & Rescue Department.
- 12) Any and all fire alarm installations require plan review and permit from the Village of Pleasant Prairie Fire & Rescue Department.

Should you have any questions, please contact me directly.

* * * *

ORD. # 12-03
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 Neighborhood Plan 2 of Appendix 9-3 the Barnes Creek Neighborhood of the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan* is hereby amended for a portion of Barnes Creek Neighborhood generally located at the southeast corner of 22nd Avenue and 91st and to update said Appendix as shown in the ***Exhibit A.***

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 30th day of January, 2012.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

Ord #03- Barnes Creek Neighborhood Plan.doc

Neighborhood Plan 2 of Appendix 9-3

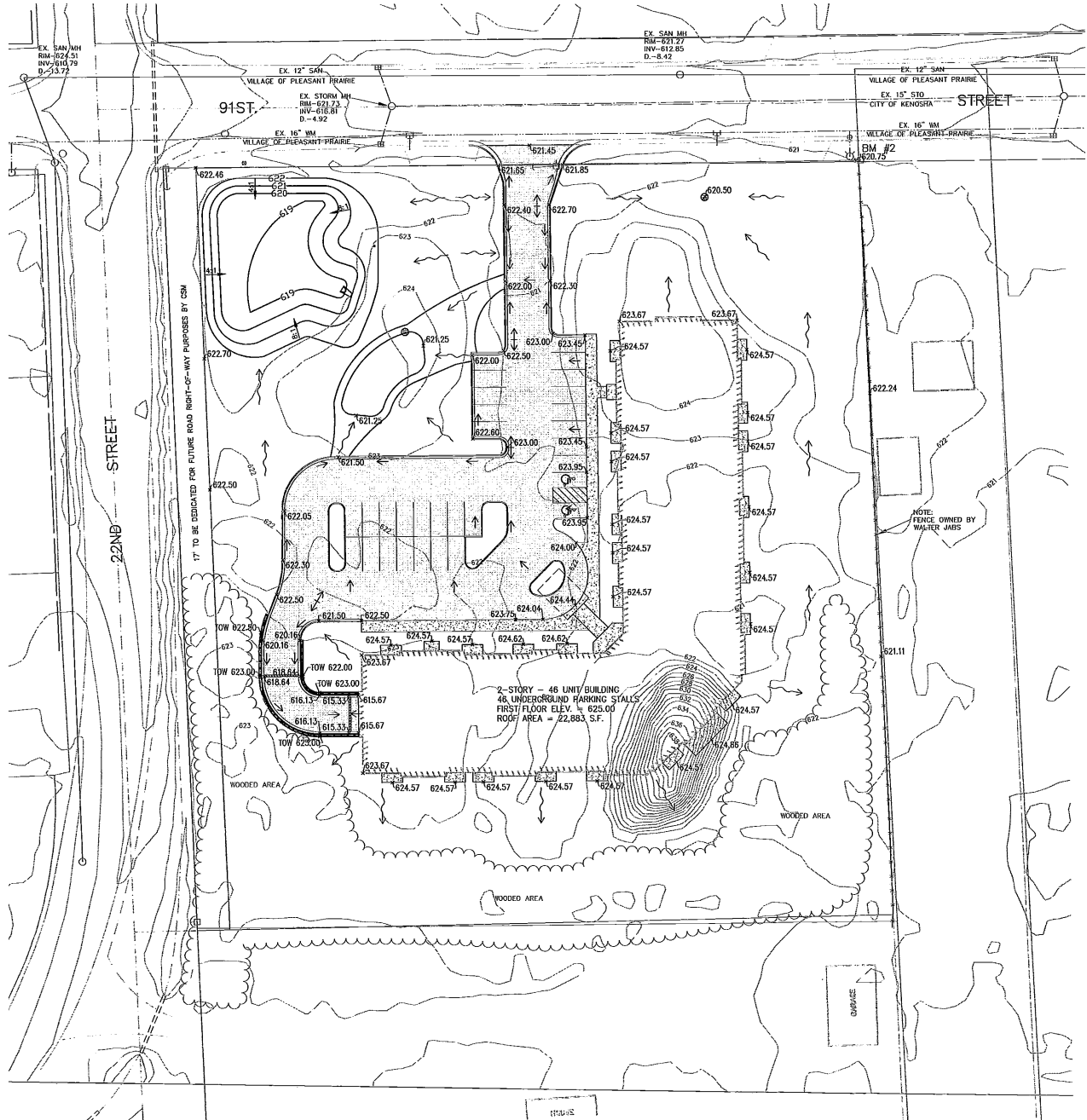
Barnes Creek Neighborhood

The Barnes Creek Neighborhood is located within the Village and a small portion is located within the within the City of Kenosha. A Neighborhood Plan for a portion of this Neighborhood has been prepared and adopted by the Plan Commission on September 10, 2007 by Resolution #07-21 and the Village Board adopted a resolution of support on September 17, 2007 by Resolution #07-55. In 2012, a revised Neighborhood Plan, the neighborhood plan was amended as adopted by the Plan Commission on January 30, 2012 by Resolution #12-04 and the Village Board adopted Ordinance 12-03 on January 30, 2012.

The Barnes Creek Neighborhood is bounded by 89th Street and 91st Street on the north, Sheridan Road on the east, STH 165 (104th Street on the south) and 30th Avenue on the west in the Village. This neighborhood comprises of a number of older subdivisions including Springbrook, Brookside Gardens and Hickory Grove Subdivisions with the remainder of the area to the southeast being primarily farm land. There are a number of home sites adjacent to the arterial roadways and the Keno Drive-In Theater is located at the southwest corner of STH 32 and 91st Street.

Approximately 3.2 acres of the neighborhood located at the southeast corner of 22nd Avenue and 91st Street had a neighborhood plan approved to develop the property with a 46 unit-affordable, independent senior apartment building.

Neighborhood Plan Map 2
Barnes Creek Neighborhood Plan (portion of)
Adopted by Plan Commission Resolution #12-04 and Village Board Ordinance #12-03



ORDINANCE # 12-04

**ORDINANCE TO DELETE THE
SPRINGBROOK PLACE CONDOMINIUM PLANNED UNIT DEVELOPMENT
PURSUANT TO SECTION 420-137 OF THE VILLAGE ZONING ORDINANCE FOR THE
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 **Chapter 420 Attachment 3 Appendix C Specific Development Plans #24 for the Springbrook Place Condominium Planned Unit Development (PUD) Ordinance** is hereby **deleted**.

Adopted this 30th day of January, 2012.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

04- Delete Springbrook Place PUD.doc

ORD. # 12-05

**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 located at the southeast corner of 22nd Avenue and 91st Avenue located in U.S. Public Land Survey Section 18, Township 1 North, Range 23 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 93-4-123-183-0480 is hereby rezoned from R-11 (PUD), Multi-family Residential District with a Planned Unit Development Overlay District to R-11, Multi-family Residential District. The shoreland boundary is not being amended.

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

Adopted this 30th day of January, 2012.

VILLAGE BOARD OF TRUSTEES

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

Posted: _____

05-Mills Senior Housing rez-remove PUD .doc

BEAR DEVELOPMENT

Pleasant Prairie Senior Apartments

Bear Development is proposing a ~~thirty six (36)~~⁴⁶ unit, affordable, independent senior apartment complex on the parcel located at the south-east corner of 22nd Avenue and 91st Street as shown below.



The ~~36~~⁴⁶ unit complex, which at the time of concept plan submittal has yet to be named, will be leased to seniors better than 55 years of age and in accordance with all fair housing rules and regulations typical to senior housing. The building will have an elevator and underground parking for each residence. The unit mix will comprise of ~~24~~¹⁸ two bedroom and ~~12~~²⁸ one bedroom units. The approximate square footage of the units are depicted on the table below

| | <u>App. Unit Size (sq. ft.)</u> | |
|-------------|--------------------------------------|----------------------------------|
| One Bedroom | 694 sq. ft. - 700 sq. ft. | <i>679 sq. ft. - 696 sq. ft.</i> |
| Two Bedroom | 1,024 sq. ft. | <i>- 1032 sq. ft.</i> |

Pending approval of the concept plan Bear Development will be submitting to the Wisconsin Housing Economic Development Authority (WHEDA) for tax credits. The monies raised via the sale of the tax credits will be used as equity for the development. In addition to the tax credit

equity, Bear Development will also be seeking a traditional construction and permanent loan to finance the balance of project costs. In exchange for the tax credits Bear Development will agree to lease 90% of the units to seniors making at or below 60% of the median county income. The proposed rents are as follows.

| | <u>Monthly Rental Rate Range</u> |
|-------------|----------------------------------|
| One Bedroom | \$475 - \$695 per month |
| Two Bedroom | \$550 - \$975 per month |

The building will also include a ~~1,400 square foot~~ common area. The common area spaces shall include a small beauty salon, workout facility and business center in addition to a sitting area for cards and other activities. If allowed to proceed and awarded the tax credits from WHEDA we could anticipate construction starting in September 2012.

Regards,

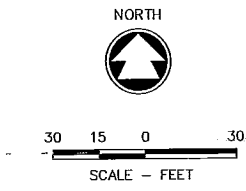
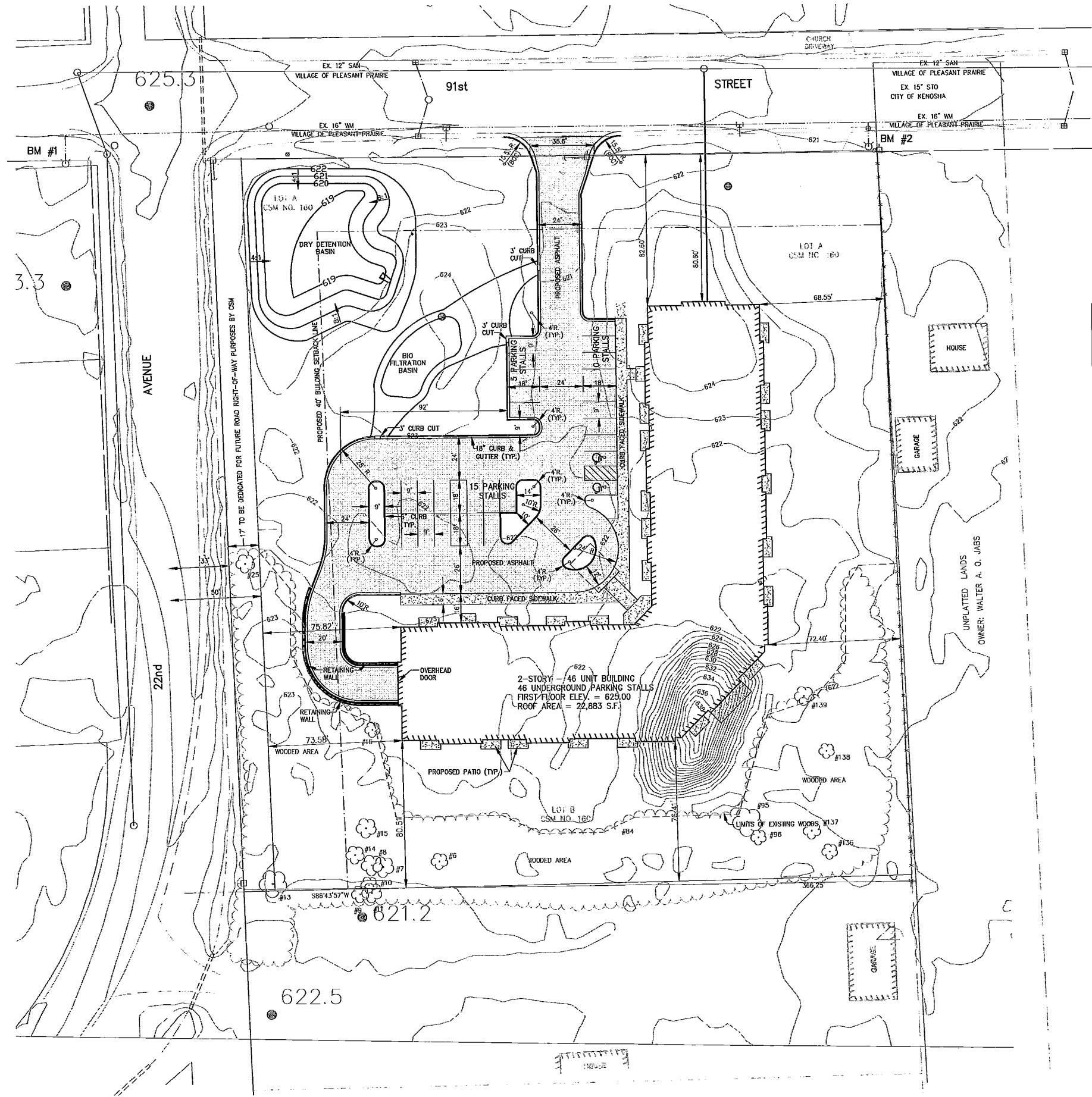


S.R. Mills
Bear Development

M:\PROJECTS\B1054\B1054-02\From Owner\2-SITE PLAN.dwg 12/08/11 1:54 PM (X-RIBASE)



W:\PROJECTS\1054\10544\02\From Owner\02-SITE PLAN.dwg 12/09/11 1:54 PM (K-SilvBASF)



BENCHMARKS:
 BM #1 TOP OF HYDRANT ELEV.=626.00
 BM #2 TOP OF HYDRANT ELEV.=623.65
 BM #3 @ 91ST & 17TH TOP OF HYDRANT ELEV.=621.54
 BM #5 @ 91ST & 24TH TOP OF HYDRANT ELEV.=625.55

NOTE:
 PRIOR TO EXCAVATION, THE UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES SHALL BE NOTIFIED 72 HRS. PRIOR TO EXCAVATION.

- EXISTING FEATURES LEGEND
- - EXISTING POWER POLE
 - - EXISTING GUY WIRE
 - - EXISTING MANHOLE
 - ⊙ - EXISTING HYDRANT
 - ⊕ - EXISTING TELEPHONE PEDESTAL
 - ⊖ - EXISTING WATER VALVE
 - 623--- - EXISTING GROUND CONTOURS
 - 622--- - EXISTING GROUND CONTOURS
 - - EDGE OF WOODS
 - - EXISTING CONCRETE CURB & GUTTER
 - O— - OVERHEAD ELECTRIC
 - ⊗ - EXISTING TREE WITH TAG ID NUMBER

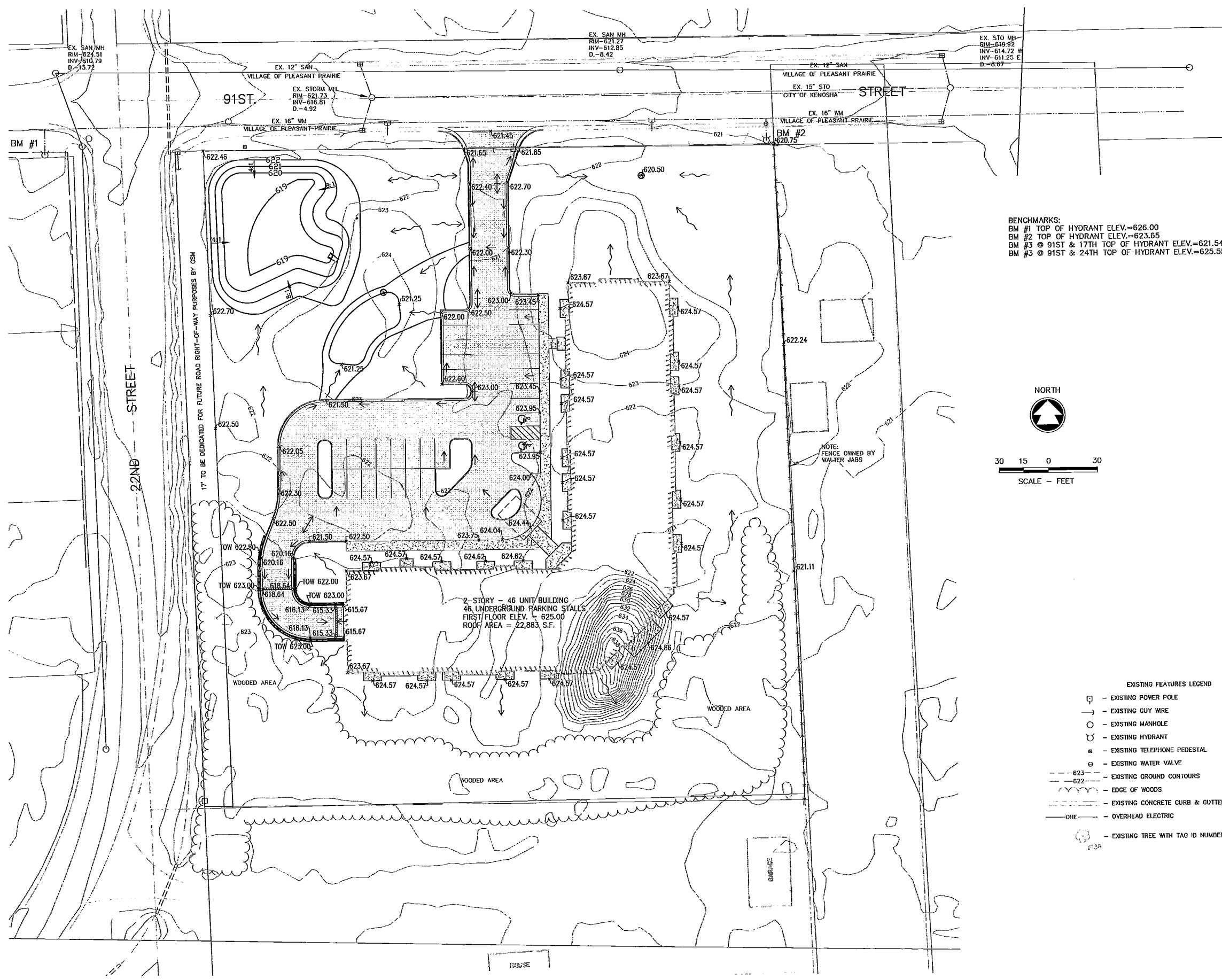
McMAHON
 ENGINEERS ARCHITECTS
 1445 McMAHON DRIVE WILSON, WISCONSIN 53190
 MAILING: 10055A LINDEN BLVD WILSON, WISCONSIN 53190
 TEL: (262) 751-4284 FAX: (262) 751-4284
 WWW.MCMAGROUP.COM

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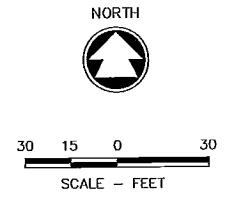
| NO. | DATE | REVISION |
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CONCEPTUAL SITE PLAN
 PLEASANT PRAIRIE SENIOR
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA CO., WI.

| | |
|--------------------------------|--------------|
| DESIGNED JMH | DRAWN KRH |
| PROJECT NO. B1054-910644.02 | |
| DATE DEC., 2011 | |
| SHEET NO. C-2 | |



BENCHMARKS:
 BM #1 TOP OF HYDRANT ELEV.=626.00
 BM #2 TOP OF HYDRANT ELEV.=623.65
 BM #3 @ 91ST & 17TH TOP OF HYDRANT ELEV.=621.54
 BM #3 @ 91ST & 24TH TOP OF HYDRANT ELEV.=625.55



- EXISTING FEATURES LEGEND**
- - EXISTING POWER POLE
 - - EXISTING GUY WIRE
 - - EXISTING MANHOLE
 - ⊙ - EXISTING HYDRANT
 - ⊞ - EXISTING TELEPHONE PEDESTAL
 - ⊕ - EXISTING WATER VALVE
 - - - - 623 - EXISTING GROUND CONTOURS
 - - - - 622 - EXISTING GROUND CONTOURS
 - ~ ~ ~ - EDGE OF WOODS
 - - - - EXISTING CONCRETE CURB & GUTTER
 - O — - OVERHEAD ELECTRIC
 - ⊙ - EXISTING TREE WITH TAG ID NUMBER

McMAHON
 ENGINEERS ARCHITECTS
 1445 McMAHON DRIVE WEEHAW, WI 54986
 Mailing P.O. BOX 1025 WEEHAW, WI 54957-1025
 Tel: (920) 751-4200 Fax: (920) 751-4284
 www.mcmgrp.com

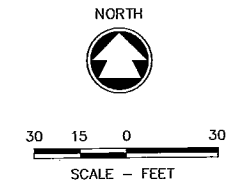
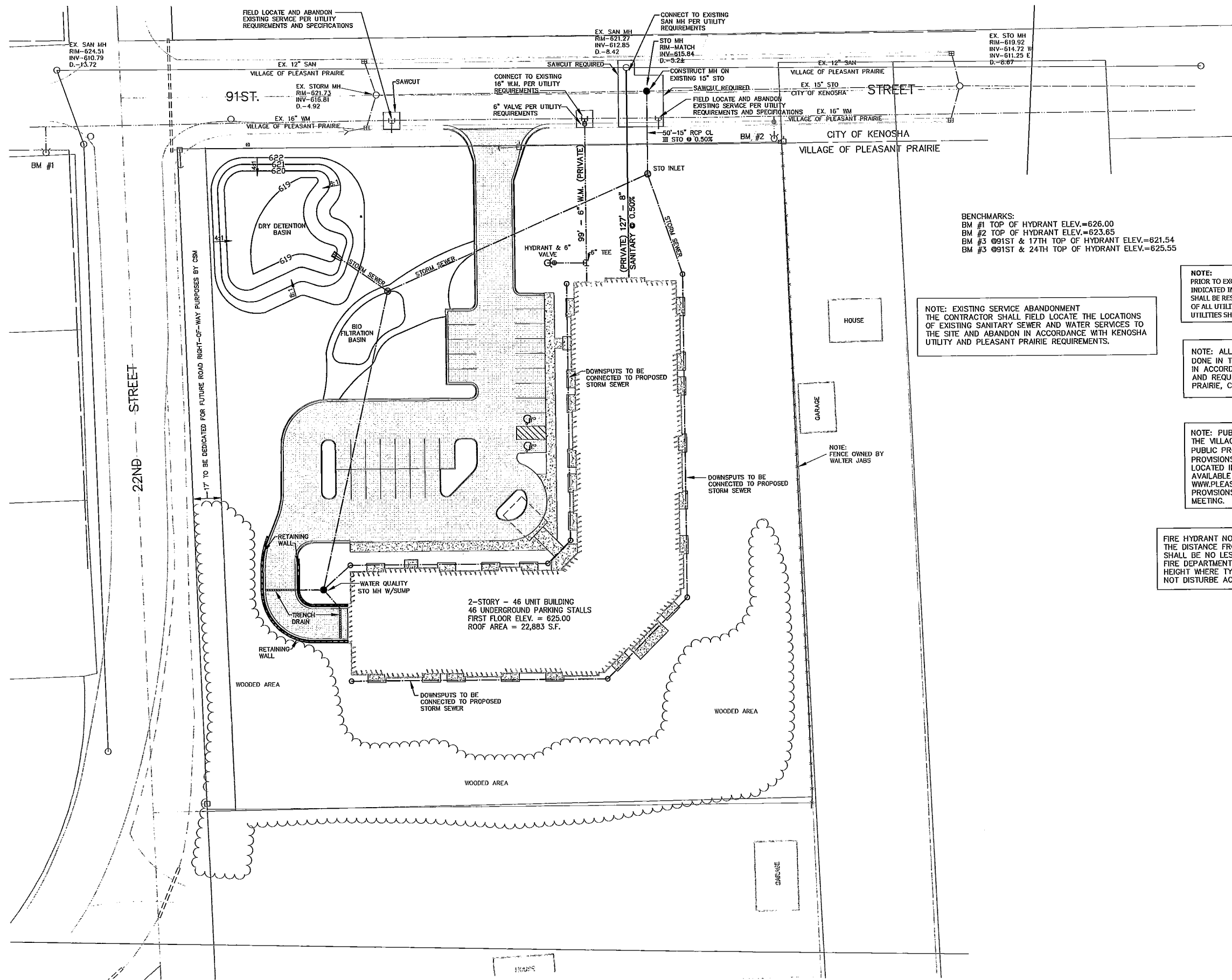
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| NO. | DATE | REVISION |
|-----|------|----------|
| | | |
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| | | |

CONCEPTUAL GRADING PLAN
PLEASANT PRAIRIE SENIOR
VILLAGE OF PLEASANT PRAIRIE, KENOSHA CO., WI.

| | |
|--------------------------------|--------------|
| DESIGNED JMH | DRAWN KRH |
| PROJECT NO. B1054-910644.02 | |
| DATE DEC., 2011 | |
| SHEET NO. C-3 | |

I:\projects\1045\1045-UTILITY PLAN.dwg 08/18/07 12:52 PM (Conc'd Plat. Rev)



BENCHMARKS:
 BM #1 TOP OF HYDRANT ELEV.=626.00
 BM #2 TOP OF HYDRANT ELEV.=623.65
 BM #3 @91ST & 17TH TOP OF HYDRANT ELEV.=621.54
 BM #3 @91ST & 24TH TOP OF HYDRANT ELEV.=625.55

NOTE: EXISTING SERVICE ABANDONMENT
 THE CONTRACTOR SHALL FIELD LOCATE THE LOCATIONS OF EXISTING SANITARY SEWER AND WATER SERVICES TO THE SITE AND ABANDON IN ACCORDANCE WITH KENOSHA UTILITY AND PLEASANT PRAIRIE REQUIREMENTS.

NOTE:
 PRIOR TO EXCAVATION, THE UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES SHALL BE NOTIFIED 72 HRS. PRIOR TO EXCAVATION.

NOTE: ALL UTILITY BACKFILLING AND RESTORATION WORK
 DONE IN THE 91ST. STREET R/W SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND REQUIREMENTS OF THE VILLAGE OF PLEASANT PRAIRIE, CITY OF KENOSHA AND KENOSHA UTILITIES.

NOTE: PUBLIC INFRASTRUCTURE
 THE VILLAGE OF PLEASANT PRAIRIE STANDARD SPECIFICATIONS FOR PUBLIC PROJECTS AND THE VILLAGE'S STANDARD SPECIAL PROVISIONS SHALL BE USED. THE VILLAGE'S SPECIFICATIONS LOCATED IN SECTION 405 OF THE VILLAGE ORDINANCE ARE AVAILABLE ONLINE FROM THE VILLAGE WEBSITE AT WWW.PLEASANTPRAIRIEONLINE.COM. THE STANDARD SPECIAL PROVISIONS WILL BE DISTRIBUTED AT THE PRE-CONSTRUCTION MEETING.

FIRE HYDRANT NOTE:
 THE DISTANCE FROM THE FINISH GRADE LINE TO THE LOWEST DISCHARGE SHALL BE NO LESS THAN 18-INCHES AND NO MORE THAN 23-INCHES. THE FIRE DEPARTMENT CONNECTION SHALL BE LOCATED, AND OF SUFFICIENT HEIGHT WHERE TYPICAL SNOW FALL OR SNOW REMOVAL OPERATIONS WILL NOT DISTURBE ACCESS TO HYDRANT.

McMAHON
 ENGINEERS ARCHITECTS
 14425 W. WISCONSIN AVE. WILSON, WI 53190
 PHONE: (262) 751-4200 FAX: (262) 751-4284
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| NO. | DATE | REVISION |
|-----|------|----------|
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CONCEPTUAL UTILITY PLAN
 PLEASANT PRAIRIE SENIOR
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA CO., WI.

| | |
|-----------------|-------|
| DESIGNED | DRAWN |
| JMH | KRH |
| PROJECT NO. | |
| B1054-910644.02 | |
| DATE | |
| DEC., 2011 | |
| SHEET NO. | |
| C-4 | |

Consultant

Notes

SHEET INDEX:

SITE

C-1.0 SITE PLAN

ARCHITECTURAL

A-1.0 BASEMENT PLAN
A-1.1 FIRST FLOOR PLAN
A-1.2 SECOND & THIRD FLOOR PLAN
A-2.1 ELEVATIONS

SITE DEVELOPMENT STATISTICS - LOT 26

| | |
|---|-----------------------------|
| LOT AREA | 19,809 SF/0.2 ACRES |
| DWELLING UNITS | 46 DU |
| LOT AREA/DU | 3,028 SF/DU |
| DENSITY | 14.4 UNITS/ACRE |
| BUILDING HEIGHT | 2 STORIES |
| GROSS FLOOR AREA (excluding underground parking) | 45,766 SF. |
| FLOOR AREA RATIO | 0.33 |
| UNIT MIX | |
| ONE BEDROOM | 20 |
| TWO BEDROOM | 18 |
| TOTAL | 46 |
| VEHICLE PARKING | |
| SURFACE | 30 (INCL. 2 VAN ACCESSIBLE) |
| UNDERGROUND | 48 (INCL. 1 ACCESSIBLE) |
| TOTAL | 78 (INCL. 2 ACCESSIBLE) |

Revisions

Submitted - December 16, 2011

Project Title

Pleasant Prairie

91st Street

Drawing Title
Site Plan

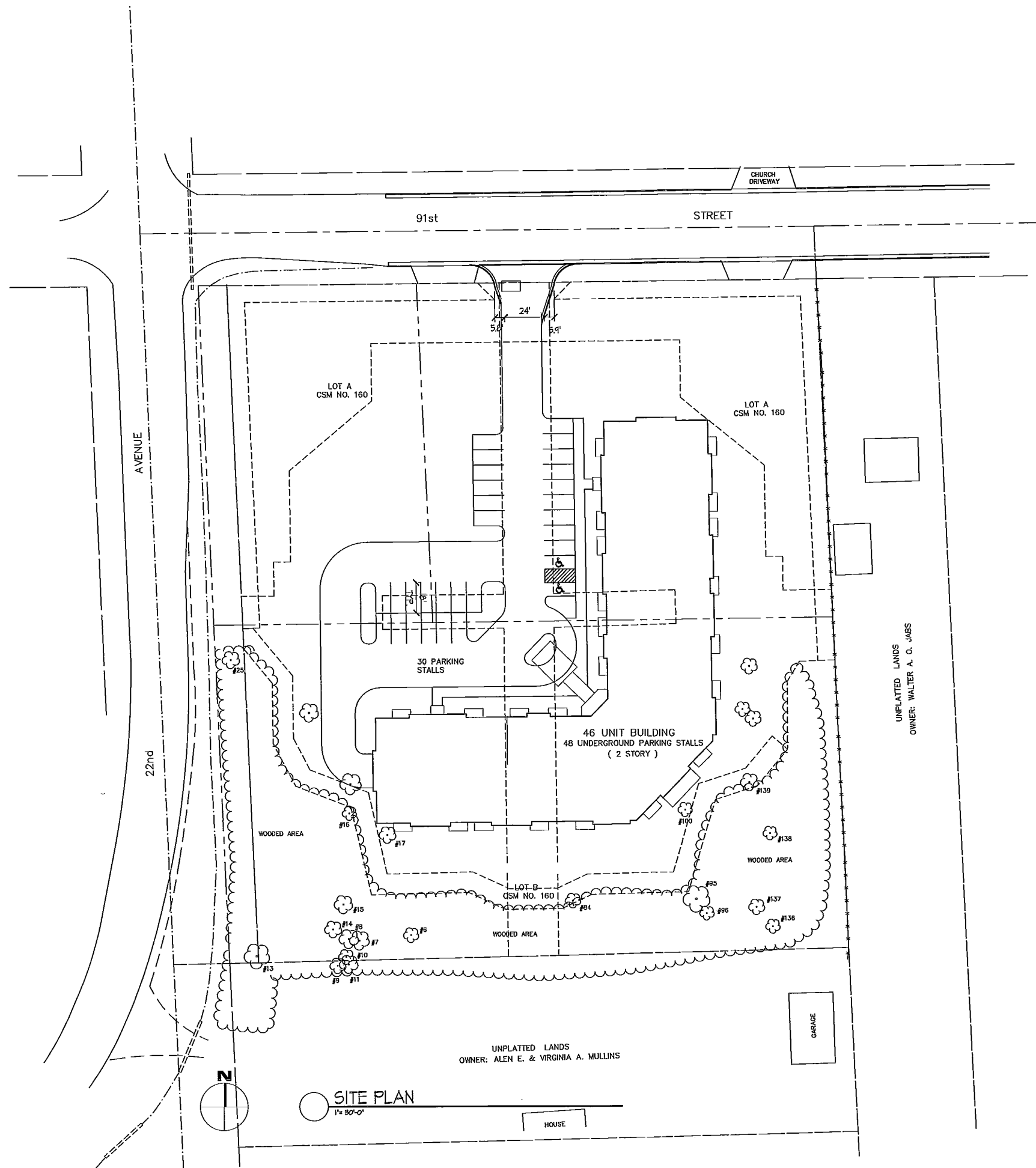
Project No.

1128

Drawing No.

C-1.0

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SITE PLAN
1" = 30'-0"
HOUSE

Consultant

Notes



Revisions
Submitted - December 16, 2011

○ FRONT ELEVATION
1/8" = 1'-0"

Project Title
Pleasant Prairie

91st Street
Drawing Title
Building Elevations

Project No. 1128 Drawing No. A-2.1

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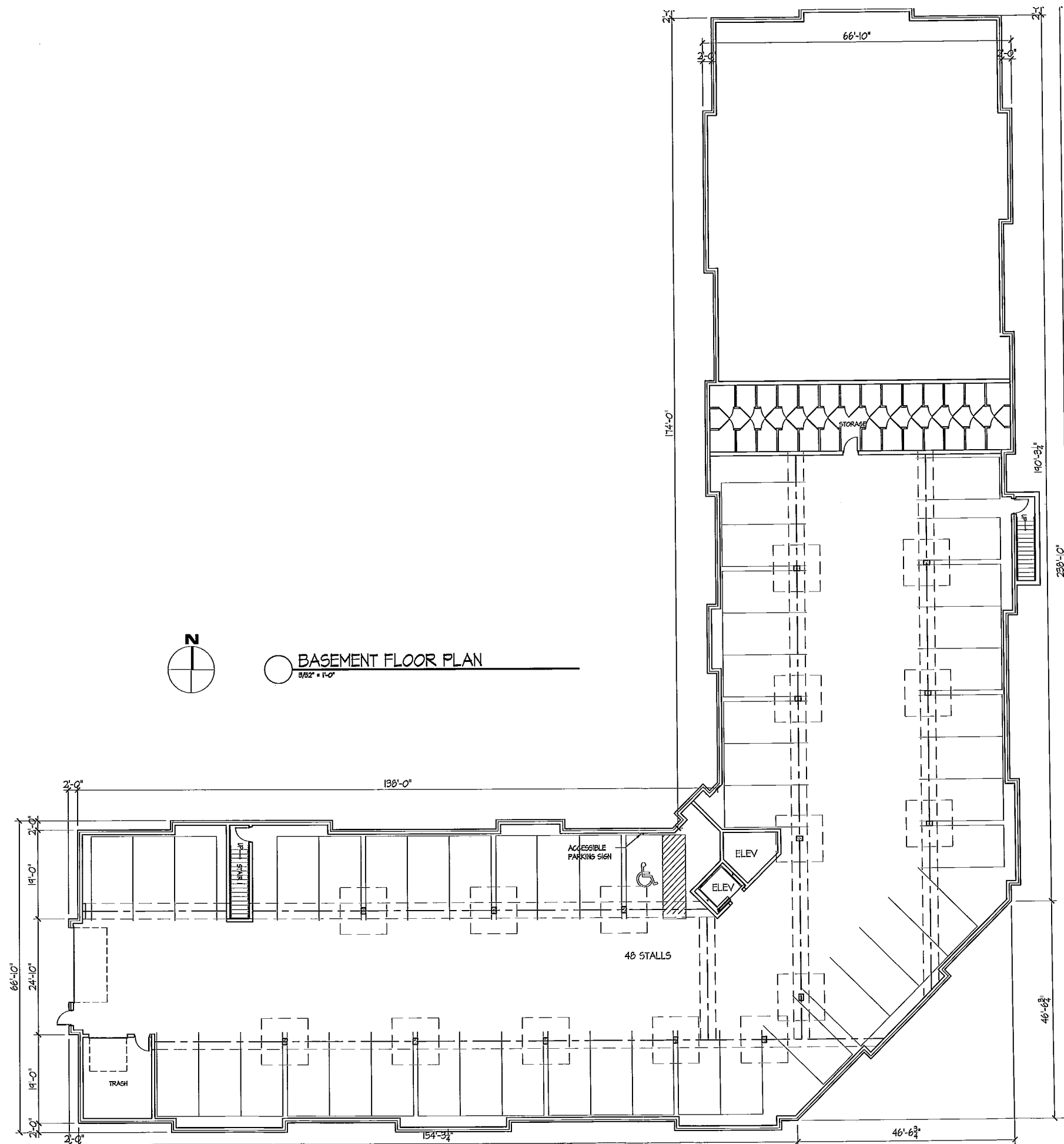
Revisions
 Submittal - December 16, 2011

Project Title
 Pleasant Prairie

41st Street
 Drawing Title
 Basement Floor Plan

Project No. 1128 Drawing No. A-1.0

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 Village of Pleasant Prairie

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Notes

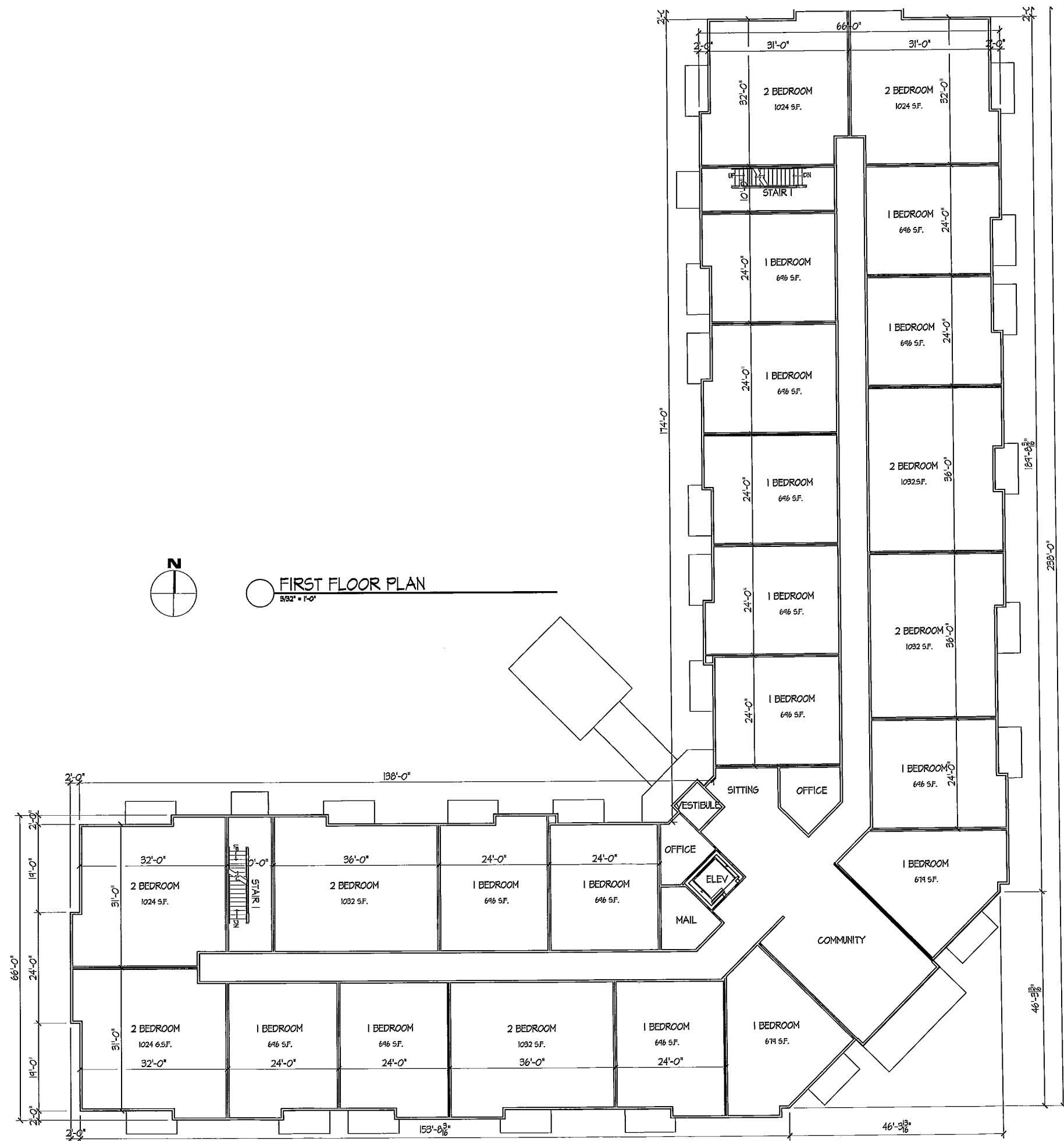
Revisions
Submitted - December 16, 2011

Project Title
Pleasant Prairie

91st Street
Drawing Title
First Floor Plan

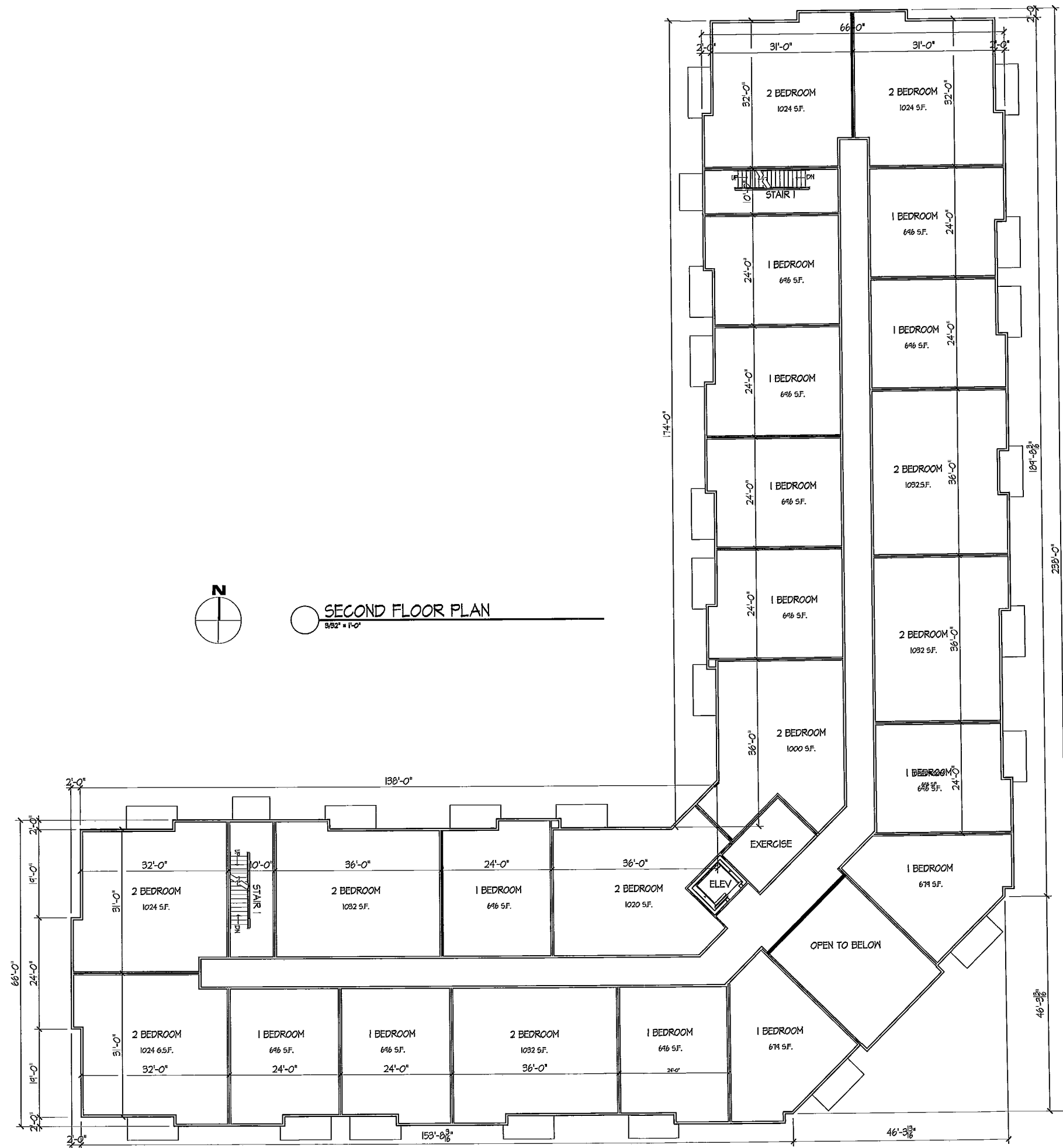
Project No. 1128 Drawing No. A-1.1

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Consultant

Notes



Revisions
Submittal - December 16, 2011

Project Title
Pleasant Prairie

91st Street
Drawing Title
Second Floor Plan

Project No. **1128** Drawing No. **A-1.2**

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PLEASANT PRAIRIE SENIOR RESIDENCE

91 ST STREET, PLEASANT PRAIRIE, WI

Broadleaf Deciduous

| Quantity | Symbol | Scientific Name | Common Name | Code Name | Planting Size |
|----------|--------|--|--------------------------------|-----------|---------------|
| 7 | ☉ | <i>Amelanchier x grandiflora</i> 'Autumn Brilliance' | Autumn Brilliance Serviceberry | AMAB | 8' |
| 2 | ☉ | <i>Betula nigra</i> | River Birch | BERB | 10'-12' |
| 2 | ☉ | <i>Malus 'velveteele'</i> | Velvet Follar Crabapple | VFLR | 7' |
| 3 | ☉ | <i>Pyrus calleryana</i> 'Cleveland Select' | Cleveland Select Pear | CLPV | 3"-Cal |
| 4 | ☉ | <i>Tilia cordata</i> 'Green Spire' | Greenspire Linden | GSPR | 3"-Cal |

Broadleaf Evergreen

| Quantity | Symbol | Scientific Name | Common Name | Code Name | Planting Size |
|----------|--------|--------------------------|-------------------|-----------|---------------|
| 17 | ☉ | <i>Buxus 'Green Gem'</i> | Green Gem Boxwood | BUGG | 18" |

Conifer Evergreen

| Quantity | Symbol | Scientific Name | Common Name | Code Name | Planting Size |
|----------|--------|------------------------------------|-------------------|-----------|---------------|
| 15 | ☉ | <i>Juniperus squamata</i> | Blue Star Juniper | BSTR | 5-gal |
| 7 | ☉ | <i>Picea abies</i> | Norway Spruce | NRWY | 8' |
| 22 | ☉ | <i>Taxus x media</i> 'Densiformis' | Dense Yew | DENS | 24" |
| 6 | ☉ | <i>Taxus x media</i> 'Hicksii' | Hicks Yew | HICK | 24" |

Grass

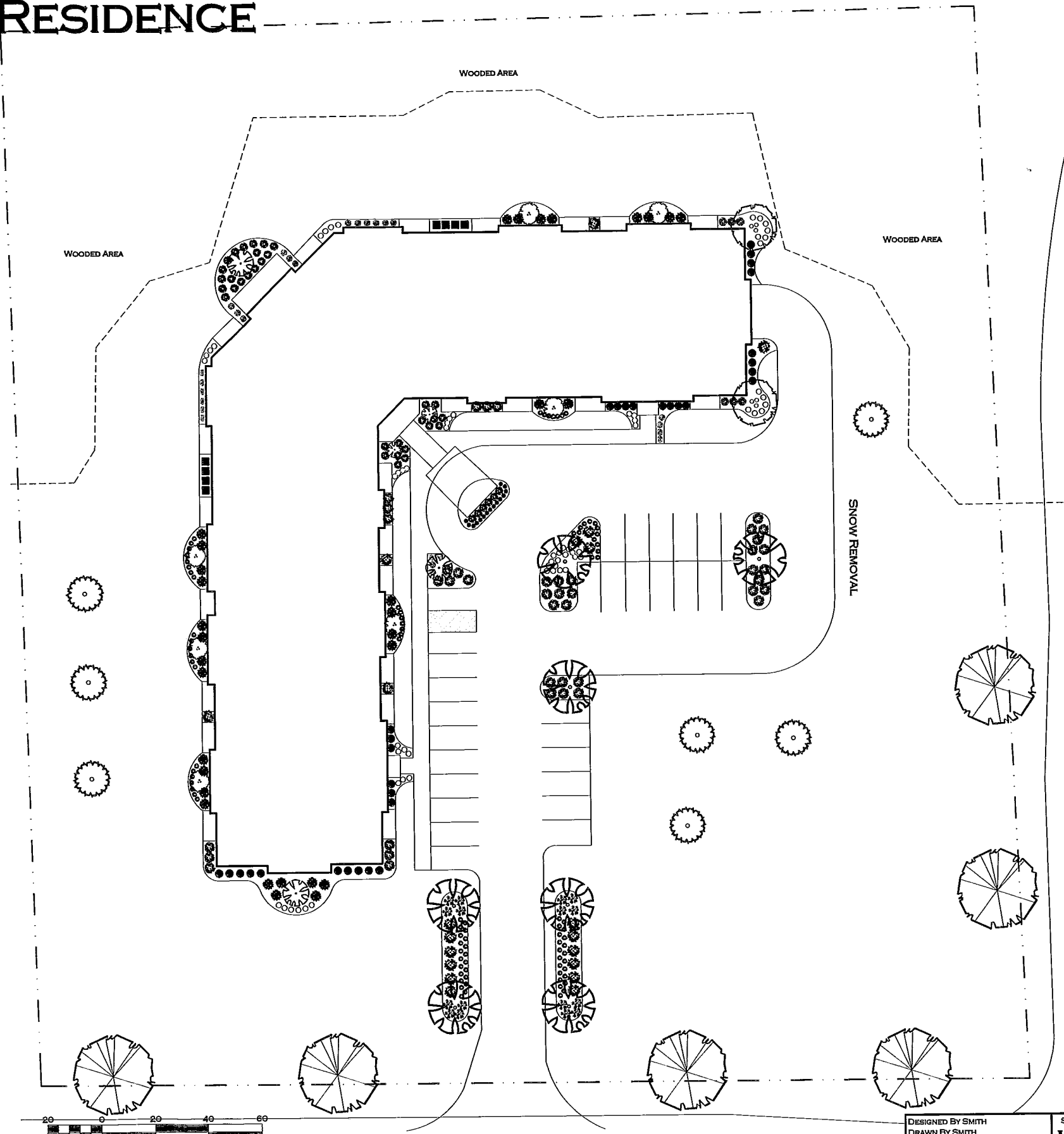
| Quantity | Symbol | Scientific Name | Common Name | Code Name | Planting Size |
|----------|--------|---|---------------------|-----------|---------------|
| 23 | ☉ | <i>Calamagrostis x acutiflora</i> 'Karl Forester' | Karl Forester Grass | KARL | 3-gal |

Perennial

| Quantity | Symbol | Scientific Name | Common Name | Code Name | Planting Size |
|----------|--------|---|--------------------------|-----------|---------------|
| 15 | ☉ | <i>Dianthus gratianopolitanus</i> 'Firewitch' | Firewitch Dianthus | FIRE | 4-1/2" pot |
| 58 | ☉ | <i>Hemerocallis</i> | Stella D'ora Daylily | STEL | 1-gal |
| 86 | ☉ | <i>Heuchera micrantha</i> 'Palace Purple' | Purple Palace Coralbells | PALA | 1-gal |

Shrub

| Quantity | Symbol | Scientific Name | Common Name | Code Name | Planting Size |
|----------|--------|---|--------------------------|-----------|---------------|
| 11 | ☉ | <i>Euonymus alatus</i> 'Compactus' | Dwarf Burning Bush | BURN | 3" |
| 30 | ☉ | <i>Hydrangea arborescens</i> 'Annabelle' | Annabelle Hydrangea | ANNA | 5-gal |
| 2 | ☉ | <i>Hydrangea paniculata</i> 'Grandiflora' on std. | Peegee Hydrangea on std. | PSTD | 30" |
| 31 | ☉ | <i>Rosa</i> 'Carpet' | Carpet Rose | CARP | 3-gal |
| 18 | ☉ | <i>Rosa</i> 'Rabrazz' | Knockout Rose | KNOC | 3-gal |
| 5 | ☉ | <i>Spiraea japonica</i> 'Little Princess' | Little Princess Spiraea | LPSP | 5-gal |
| 12 | ☉ | <i>Weigela florida</i> 'Alexandra' | Wine & Roses Weigela | WGRW | 5-gal |



SCALE 1" = 20'

DESIGNED BY SMITH
DRAWN BY SMITH
DATE 12-16-12
REVISED

SHEET
L1



COPY

PAGE 1 of 12

CERTIFIED SURVEY MAP NO. 2616

Doc# 1549407
3/5/08

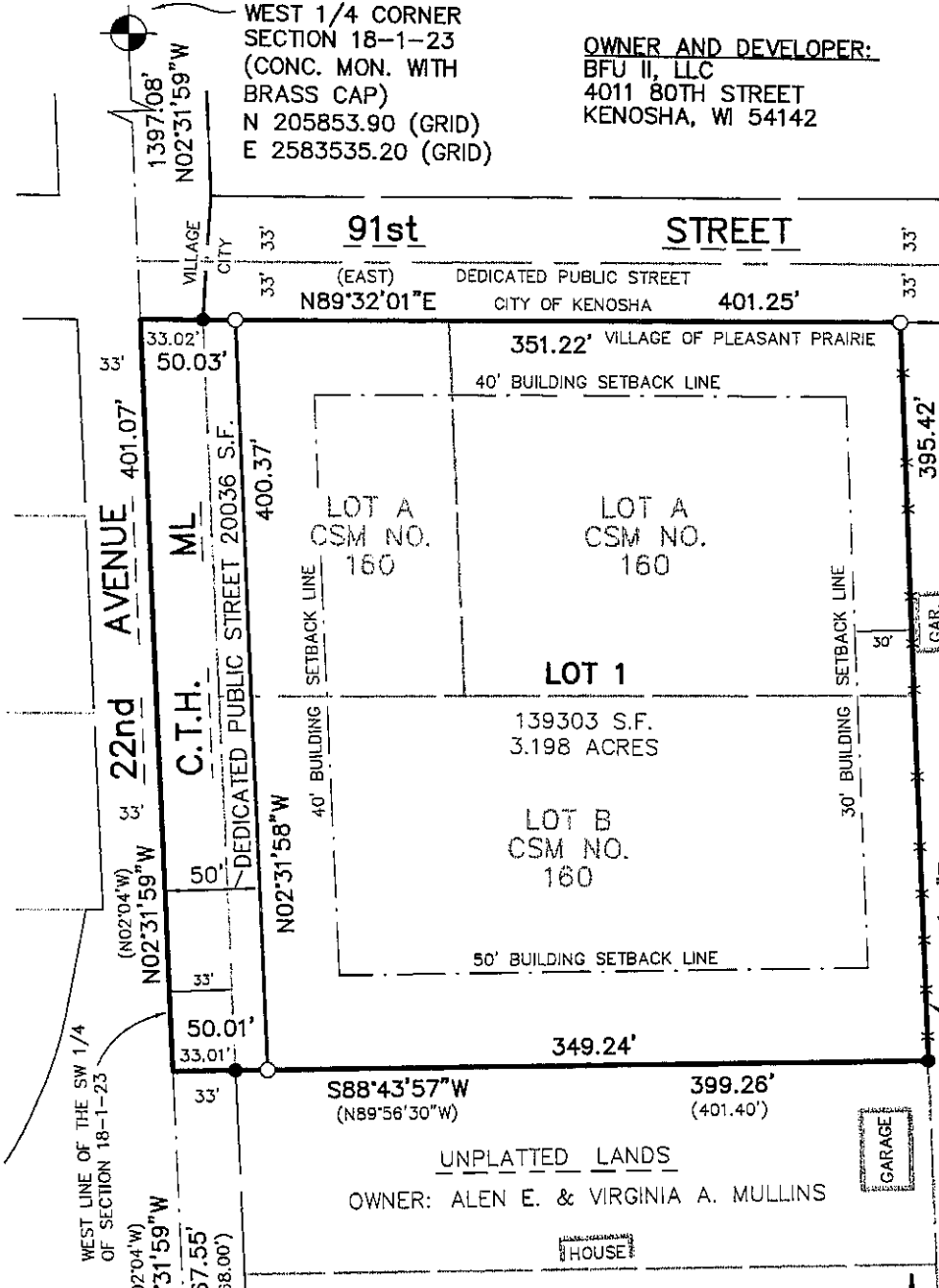
ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

WEST 1/4 CORNER
SECTION 18-1-23
(CONC. MON. WITH
BRASS CAP)
N 205853.90 (GRID)
E 2583535.20 (GRID)

OWNER AND DEVELOPER:
BFU II, LLC
4011 80TH STREET
KENOSHA, WI 54142

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
McMAHON ASSOCIATES, INC.
C/O Doug Woelz
1445 McMAHON DRIVE
P.O. BOX 1025
NEENAH, WI 54957-1025
PHONE # (920)-751-4200
FAX # (920)-751-4284



UNPLATTED LANDS
OWNER: WALTER A. O. JABS

EXISTING FENCE BY OWNER TO THE EAST

HOUSE

GAR.

GARAGE

SOUTHWEST CORNER
SECTION 18-1-23
(CONC. MON. WITH
BRASS CAP)
N 203190.76 (GRID)
E 2583653.02 (GRID)

WISCONSIN
DAVID M. SCHMALZ
S-1284
NEENAH, WI
David M. Schmalz
01-17-08
02-08-08
REVISED

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27). THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 18-1-23, WHICH BEARS N02°31' 59"W.

PROJECT CONVERSION FACTOR:
GRID/1.0000171 = GROUND

LEGEND

- - 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
- - 1" IRON PIPE FOUND
- () - RECORDED BEARING AND/OR DISTANCE
- ⊙ - CERTIFIED LAND CORNER KENOSHA COUNTY
- S.F. - SQUARE FEET
- x - - EXISTING FENCE

SEE PAGE 2 OF 12 FOR EASEMENTS THAT AFFECT THE PROPERTY



SCALE - FEET

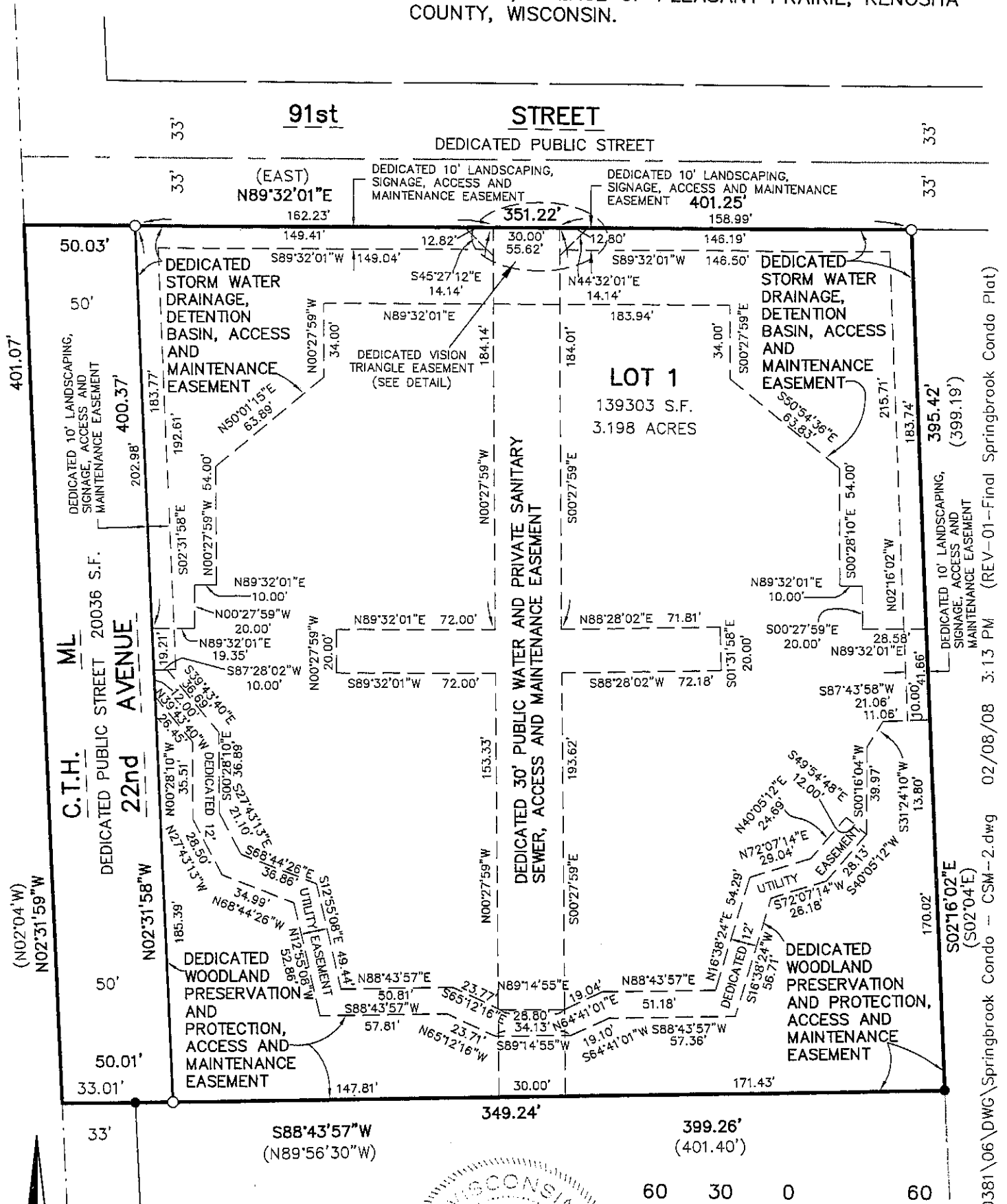
INSTRUMENT DRAFTED BY: DOUG WOELZ RLS-2327

McMAHON
ASSOCIATES

ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

ckolkofen w:\DWG\F0945\970381\06\DWG\Springbrook Condo - CSM-1.dwg 02/08/08 3:13 PM

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



401.07'

(N02°04'W)
N02°31'59"W

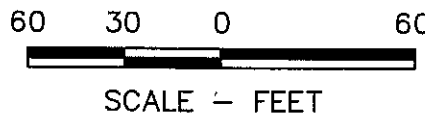
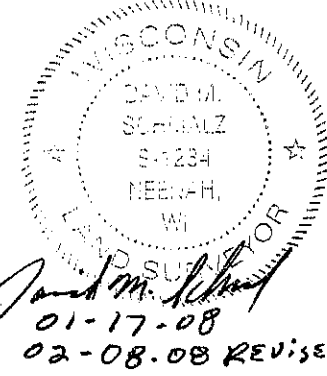
C.T.H. ML
DEDICATED PUBLIC STREET 20036 S.F.
22nd AVENUE

DEDICATED PUBLIC STREET 20036 S.F.
22nd AVENUE

N02°31'58"W

33'

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27). THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 18-1-23, WHICH BEARS N02°31' 59"W.



McMAHON ASSOCIATES

ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

CERTIFIED SURVEY MAP NO.

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATED WOODLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT:

Part of Lot B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 24870 square feet of land and described as follows:

Beginning at the Southeast corner of said Lot B; Thence S88°43'57"W, 349.24 feet (recorded as N89°56'30"E) along the South line of said Lot B; Thence N02°31'58"W, 185.39 feet; Thence S39°43'40"E, 26.45 feet; Thence S00°28'10"E, 35.51 feet; Thence S27°43'13"E, 28.50 feet; Thence S68°44'26"E, 34.99 feet; Thence S12°55'08"E, 52.86 feet; Thence N88°43'57"E, 57.81 feet; Thence S65°12'16"E, 23.71 feet; Thence N89°14'55"E, 34.13 feet; Thence N64°41'01"E, 19.10 feet; Thence N88°43'57"E, 57.36 feet; Thence N16°38'24"E, 56.71 feet; Thence N72°07'14"E, 26.18 feet; Thence N40°05'12"E, 28.13 feet; Thence N00°16'04"E, 39.97 feet; Thence S31°13'18"W, 13.80 feet; Thence N87°43'58"E, 21.06 feet to the East line of said Lot B; Thence S02°16'02"E, 170.02 feet along the East line of said Lot B to the Point of Beginning.

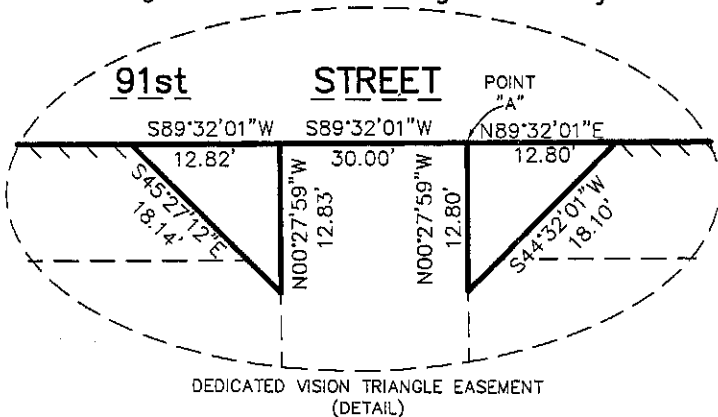
DEDICATED STORM WATER DRAINAGE, DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT:

Part of Lot A of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 27390 square feet of land and described as follows:

Beginning at the Northeast corner of said Lot A; Thence S02°16'02"E, 183.74 feet along the East line of said Lot A; Thence S89°32'01"W, 28.58 feet; Thence N00°27'59"W, 20.00 feet; Thence S89°32'01"W, 10.00 feet; Thence N00°28'10"W, 54.00 feet; Thence N50°54'36"W, 63.83 feet; Thence N00°27'59"W, 34.00 feet; Thence S89°32'01"W, 183.94 feet; Thence S00°27'59"E, 34.00 feet; Thence S50°01'15"W, 63.89 feet; Thence S00°27'59"E, 54.00 feet; Thence S89°32'01"W, 10.00 feet; Thence S00°27'59"E, 20.00 feet; Thence S89°32'01"W, 19.35 feet; Thence N02°31'59"W, 183.77 feet to the South right-of-way line of 91st Street; Thence N89°32'01"E (recorded as East), 351.22 feet along the said South right-of-way line to the Point of Beginning.

DEDICATED 10' LANDSCAPING, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT: Part of Lots A & B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 7,139 square feet of land and described as follows:

Beginning at the Northeast corner of said Lot A; Thence S02°16'02"E, 225.40 feet along the East line of said Lot A & B; Thence S87°43'58"W, 10.00 feet; Thence N02°16'02"W, 215.71 feet; Thence S89°32'01"W, 146.50 feet; Thence N44°32'01"E, 14.14 feet to the South right-of-way line of 91st Street; Thence S89°32'01"W, 55.62 feet along said South right-of-way line; Thence S45°27'12"E, 14.14 feet; Thence S89°32'01"W, 149.04 feet; Thence S02°31'58"E, 192.61 feet; Thence S87°28'02"W, 10.00 feet; Thence N02°31'58"W, 202.98 feet to the South right-of-way line of 91st Street; Thence N89°32'01"E (recorded as East), 351.22 feet along the said South right-of-way line to the Point of Beginning.



David M. Stang
01-17-08
02-08-08 REVISED

CERTIFIED SURVEY MAP NO. _____

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATED 12' UTILITY EASEMENT: Part of Lot B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 5,729 square feet of land and described as follows:

Beginning at the Southeast corner of said Lot B; Thence N02°16'02"W (recorded as N02°04'W), 170.02 feet; Thence S87°43'58"W, 21.06 feet; Thence S31°24'10"W, 13.80 feet; Thence S00°16'04"W, 39.97 feet to the Point of Beginning; Thence S40°05'12"W, 28.13 feet; Thence S72°07'14"W, 26.18 feet; Thence S16°38'24"W, 56.71 feet; Thence S88°43'57"W, 57.36 feet; Thence S64°41'01"W, 19.10 feet; Thence S89°14'55"W, 34.13 feet; Thence N65°12'16"W, 23.71 feet; Thence S88°43'57"W, 57.81 feet; Thence N12°55'08"W, 52.86 feet; Thence N68°44'26"W, 34.99 feet; Thence N27°43'13"W, 28.50 feet; Thence N00°28'10"W, 35.51 feet; Thence N39°43'40"W, 26.45 feet; Thence N02°31'58"W, 12.00 feet; Thence N87°28'02"E, 5.96 feet; Thence S39°43'40"E, 36.69 feet; Thence S00°28'10"E, 36.89 feet; Thence S27°43'13"E, 21.10 feet; Thence S68°44'26"E, 36.86 feet; Thence S12°55'08"E, 49.44 feet; Thence N88°43'57"E, 50.81 feet; Thence S65°12'16"E, 23.77 feet; Thence N89°14'55"E, 28.80 feet; Thence N64°41'01"E, 19.04 feet; Thence N88°43'57"E, 51.18 feet; Thence N16°38'24"E, 54.29 feet; Thence N72°07'14"E, 29.04 feet; Thence N40°05'12"E, 24.69 feet; Thence S49°54'48"E, 12.00 feet to the Point of Beginning.

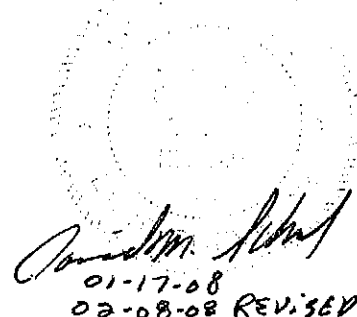
DEDICATED 30' PUBLIC WATER & PRIVATE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT: Part of Lots A & B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 7,139 square feet of land and described as follows:

Commencing at the Northeast corner of said Lot A; Thence S89°32'01"W (recorded as West), 158.99 feet to the Point of Beginning; Thence S00°27'59"E, 184.01 feet; Thence N88°28'02"E, 71.81 feet; Thence S01°31'58"E, 20.00 feet; Thence S88°28'02"W, 72.18 feet; Thence S00°27'59"E, 193.62 feet to the South line of said Lot B; Thence S88°43'57"W, 30.00 feet along the South line of said Lot B; Thence N00°27'59"W, 193.91 feet; Thence S89°32'01"W, 72.00 feet; Thence N00°27'59"W, 20.00 feet; Thence N89°32'01"E, 72.00 feet; Thence N00°27'59"W, 184.14 feet to the North line of said Lot A; Thence N89°32'01"E (recorded as East), 30.00 feet along the North line of said Lot A to the Point of Beginning.

DEDICATED VISION TRIANGLE EASEMENT: Part of Lot A of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 164 square feet of land and described as follows:

Commencing at the Northeast corner of said Lot A; Thence S89°32'01"W (recorded as West), 146.19 feet along the North line of said Lot A to the Point of Beginning; Thence S44°32'01"W, 18.10 feet; Thence N00°27'59"W, 12.80 feet to a point hereafter referred to as Point "A" and to the North line of said Lot A; Thence N89°32'01"E, 12.80 feet along the North line of said Lot A to the Point of Beginning.

Also commencing at the above described Point "A"; Thence S89°32'01"W, 30.00 feet along the North line of said Lot A to the Point of Beginning; Thence continue S89°32'01"W, 12.82 feet along the North line of said Lot A; Thence S45°27'12"E, 18.14 feet; Thence N00°27'59"W, 12.83 feet to the Point of Beginning.



01-17-08
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

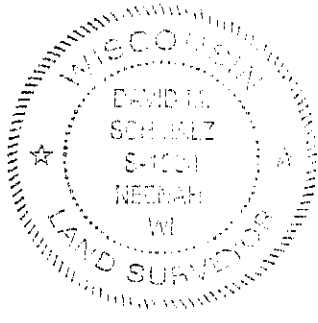
I, David M. Schmalz, Wisconsin Registered Land Surveyor S-1284, certify that I have surveyed, divided and mapped all of Lots A and B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, Less and excepting the North 33 feet of Lot A, Being a part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, being more fully described as follows:

Commencing at the Southwest corner of said Section 18; Thence N02°31'59"W, 867.55 feet (recorded as N02°04'W, 868.00 feet) along the West line of said Southwest 1/4 to the Southwest corner of said Lot B and the Point of Beginning; Thence continuing N02°31'59"W (recorded as N02°04'W), 401.07 feet along said West line to the Westerly extension of the South Right-of-Way line of 91st Street; Thence N89°32'01"E (recorded as East), 401.25 feet along said Extended South Right-of-Way line to the East Line of Lot A of said Certified Survey Map No. 160; Thence S02°16'02"E, 395.42 feet (recorded as S02°04'E, 399.19 feet) along the East Line of said Certified Survey Map No. 160 to the Southeast corner thereof; Thence S88°43'57"W, 399.26 feet (recorded as N89°56'30"W, 401.40 feet) along the South line of said Certified Survey Map No. 160 to the Point of Beginning. Subject to all easements and restrictions of record.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes and Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this 17th day of January, 2008.

David M. Schmalz *REVISED 02-08-08*
 David M. Schmalz, Reg. WI Land Surveyor S-1284



McMAHON
ASSOCIATES
 ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS
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ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

BFU II, LLC, as Owner, I hereby certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map.

Dated this 29th day of Feb, 2008.

[Signature]

Stephen C. Mills – Managing Member
BFU II, LLC

State of Wisconsin)
Kenosha County) ^{ss}

Personally appeared before me on the 29th day of February, 2008, the above named person to me known to be the person who executed the foregoing instrument, and acknowledged the same.

[Signature]
Notary Public

Jean M. Werbie
Print Name

Kenosha County, WI

My commission expires 1-17-2010



VILLAGE BOARD CERTIFICATE

We hereby certify that Certified Survey Map, in the Village of Pleasant Prairie, submitted for approval by BFU II, LLC, developer of said lands, was approved by the Village Board of the Village of Pleasant Prairie on this 18th day of February, 2008, and that any and all conditions of such approval have been satisfied.

[Signature]
Village President – John P. Steinbrink
[Signature]
Village Clerk – Jane M. Romanowski

State of Wisconsin)
Kenosha County) ^{ss}

Personally came before me this 28th day of February, 2008, John P. Steinbrink and Jane M. Romanowski acknowledged that they executed the foregoing instrument and acknowledge the same.

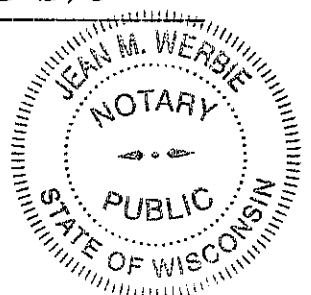
[Signature]
Notary Public

Jean M. Werbie
Print Name

Kenosha County, Wisconsin

My Commission Expires: 1-17-2010

[Signature]
01-17-08
02-08-08 REVISED



ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

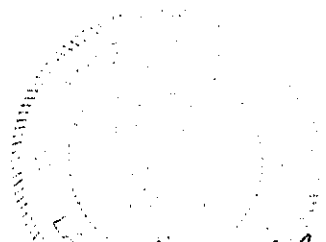
Certified Survey Map

Dedication and Easement Provisions

1. The fee interest in the areas shown as a **Dedicated Public Street** on this Certified Survey Map (CSM) on 22nd Avenue and 91st Street is hereby dedicated, given, granted and conveyed by the Owner, BFU II, LLC, (referred to as the "Owner") to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the Village or the City of Kenosha, street signs, street lights, street trees, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters; sidewalks, if required by the Village or the City of Kenosha; street signs, street lights, and street trees; sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements; mailboxes, utility and communications facilities; landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of February 29, 2008 (subject to the rights of the Village to perform the same functions); (2) nonexclusive easements hereby reserved by the Developer for the Springbrook Place Condominium Association, Inc. (Condominium Association) and for the Owners of the Lot 1 shown on this CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering, weeding, fertilizing and maintenance of grass within the grassy terrace area of the right-of-way, for the maintenance and replanting of street trees and the maintenance, repair and replacement of sidewalks, if required by the Village or the City of Kenosha, in the area between the roadway and the Lot 1; and (3) nonexclusive easements hereby reserved by the Developer for the Condominium Association for the construction, installation, repair, replacement, maintenance and use of the main entrance private driveway in the area between the roadway and Lot 1 as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Owners of Lot 1, or of the Condominium Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the public street and related improvements, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the Village or the City of Kenosha, street signs, street lights, street trees, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities in accordance with the terms and conditions of the Development Agreement on file with the Village Clerk.

2. Easements coextensive with the areas shown as a **Dedicated 12' Utility Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Developer, (the "Utility and Communications Grantor") to We Energies f/k/a Wisconsin Electric Power Company, AT & T 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 Condominiums shown on this CSM and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required so as not to interfere with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. The Utility and Communications Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the ground condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, signage or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

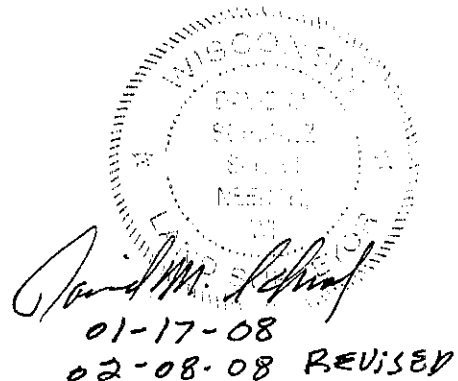

David M. [Signature]
 01-17-08
 02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

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

3. A nonexclusive easement coextensive with the area shown as a **Dedicated 10' Landscaping, Signage, Access and Maintenance Easement on this CSM** is hereby dedicated, given, granted and conveyed by the Developer to the Village for the purposes of planting and installation of trees, shrubs and other landscape materials, signage installation, maintenance, removal and replacement; installation and replacement of lighting; installation and replacement of water sprinkler systems and all related ingress and egress, grading, replacement and maintenance activities. This Dedicated 10' Landscaping, Signage, Access, and Maintenance Easement shall be exclusive except for the same easements hereby retained by the Developer for the purposes of satisfying the developer's obligation and warranty for signage installation, maintenance, removal and replacement; installation and replacement of lighting; installation and replacement of water sprinkler systems; planting and installation of trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities and the Condominium Association's obligations in the Restrictive Covenants as set forth below. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.
4. Nonexclusive easements coextensive with the areas shown as **Dedicated Woodland Preservation and Protection, Access and Maintenance Easement** areas on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for woodland conservancy preservation and protection maintenance purposes, for the removal of dead or decayed material and for related ingress and egress. These woodland preservation and protection easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot 1 Owners, collectively the Condominium Association, as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easements as may be approved by the Village. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot 1 Owners, collectively the Condominium Association, with respect to the Dedicated Woodland Preservation and Protection, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.
5. Nonexclusive easements coextensive with the areas shown as a **Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water drainage purposes, public drainageways, open space areas and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These storm water easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot 1 Owners, collectively the Condominium Association, as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easements as may be approved by the Village. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot 1 Owners, collectively the Condominium Association, with respect to the Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

The Developer shall be responsible for all costs associated with the construction and warranty maintenance of public and private storm water management and drainageway improvements contained within these nonexclusive easements until such time as the referenced Outlots are transferred in ownership and such maintenance responsibility is then transferred to the new Owners, collectively, the Condominium Association.



01-17-08
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

6. Temporary easements coextensive with the areas shown as a **Dedicated Public Street** on this CSM are hereby dedicated, given, granted and conveyed by the Village to the Developer for roadway pavement and curb and gutter improvements, sidewalks, if required by the Village or the City of Kenosha, sanitary sewer, water, storm sewer and drainage system improvements, street lights, street trees and street signs, and uses and purposes, landscaping maintenance; and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care, street tree, and terrace area maintenance and related maintenance by the Lot Owners, collectively the Condominium Association, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.
7. The fee interest in the areas shown as **Dedicated for Storm Water Drainage, Detention Basin, Access and Maintenance Easement** on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and its successors-in-title for storm water management purposes, storm water detention purposes, open space, public drainageways, and for all related construction, installation, repair, alteration, replacement, lawn maintenance, fountain (if required) and basin maintenance, landscaping, signage, lighting and riprap/structure maintenance and ingress and egress. These fee interests shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities which shall be required by the Owners, collectively the Condominium Association, as will not interfere with the public improvements, uses and purposes of the Village; and (3) such future landscaping, signage, or other uses of the area as may be approved by the Village. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to the storm water drainage, detention basin, open space, access and maintenance easements granted to it and the rights of the Owners, collectively the Condominium Association, with respect to the Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance areas, the Village's rights granted under the easements provided on this Plat shall be deemed to be superior. Unless the Village exercises the 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. The Developer shall be responsible for all costs associated with the construction and maintenance warranties of public and private storm water management areas, detention basins, open space and drainageway improvements contained within these nonexclusive easements until such time as the referenced areas are transferred for such maintenance responsibility to the Condominium Association.
8. Nonexclusive easements coextensive with the areas as a **Dedicated 30' Public Water, Access and Maintenance Easement** area on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for public water, access and maintenance, conveyance, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These water easements shall be exclusive except for the planting, care, and maintenance responsibilities of the easement areas which shall be required by the Owners of the Lot, collectively the Condominium Association will not interfere with the improvements, uses and purposes of the Village. There shall be no structures, fences, berms, retaining walls, located within the Public Water, Access and Maintenance Easement areas. In the event of any conflicts between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot Owners, collectively the Condominium Association with respect to the Dedicated 30' Public Water, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed superior.
9. Nonexclusive easements coextensive with the areas as a **Dedicated 30' Private Sanitary Sewer, Access and Maintenance Easement** area on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for private sanitary sewer, access and maintenance, conveyance, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These private sanitary sewer easements shall be the planting, care, and maintenance responsibilities of the Owners of the Lot, collectively the Condominium Association will not interfere with the improvements, uses and purposes of the Village. There shall be no structures, fences, berms, retaining walls, located within the Private Sanitary Sewer, Access and Maintenance Easement areas. In the event of any conflicts between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot Owners, collectively the Condominium Association with respect to the Dedicated 30' Private Sanitary Sewer, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed superior.
10. The Developer hereby dedicates, gives, grants, and conveys to the Condominium Association the following Easements:
 - a. Perpetual nonexclusive easements coextensive with the areas shown as **Dedicated Storm Water Drainage, Access and Maintenance Easements** on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association for storm water management purposes, public drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof to the Village; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Owners as will not interfere with the improvements, uses and purposes of the Village; and (3) such other uses of the easement as may be approved by the Village. In the event of any conflicts between the rights of the Condominium Association, the rights of the Village pursuant to these easements and the rights of any Owners or entities with respect to the Dedicated Storm Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior.

01-17-09
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

- b. Nonexclusive easements coextensive with area shown as **Dedicated 10' Landscaping, Signage, Access and Maintenance Easements** on this CSM are hereby dedicated given, granted and conveyed by the Developer to the Condominium Association for the purposes of grading/regrading the berms; installation of erosion control measures; installation and planting of trees, shrubs and other landscape elements; installation, maintenance, removal and replacement of signage; installation and replacement of lighting; and all related ingress and egress in accordance with Village approved Landscaping Plans on file with the Village Clerk. In the event of any conflict between the rights of the Condominium Association pursuant to this easement and the rights of the Village, the rights of the Village shall be deemed to be superior.
 - c. Nonexclusive easements coextensive within each area shown as a **Dedicated Woodland Preservation and Protection, Access and Maintenance Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association for the woodland conservancy protection, preservation and maintenance purposes, for the removal of dead or decayed material and for related ingress and egress. These woodland preservation and protection easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Owners, as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easements as may be approved by the Village. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot Owners, collectively the Condominium Association, with respect to the Dedicated Woodland Preservation and Protection, Access and Maintenance Easement areas, the Village's rights under this easement shall be deemed to be superior.
11. The Developer hereby places the following covenants, restrictions and obligations on the Owners of the Lot 1 (collectively the Condominium Association) in the Springbrook Place Condominium Plat:

Restrictive Covenants

- a. BFU II, LLC (referred to as the "Owner" for the purposes of this plat) hereby covenants that the Owners of Lot 1 on this CSM, collectively the Condominium Association, shall have the obligation of maintaining the Dedicated Storm Water Drainage, Maintenance and Access Easement areas in a functional, neat and nuisance free condition to handle storm water in the Development shown on this CSM. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brushing, clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; watering, fertilizing, and weeding to prevent nuisance conditions. No driveways, fences, play equipment, landscaping, berms, or structures shall be erected within the storm water drainage easement areas which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. The Developer shall be relieved of these maintenance obligations pertaining to storm water drainage maintenance activities upon the transfer of said responsibilities to the Condominium Association who then shall perform such maintenance without compensation to the satisfaction of the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of Lot 1, in their capacity as Owners of Lot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage maintenance activities, the Owners of Lot 1, collectively the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

- b. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association, shall have the obligation of maintaining the Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easement areas shown on this CSM in a functional, neat and nuisance free condition to handle storm water in the Development. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching and dredging to reestablish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and catch basin structures; repairing and replacing any fountains or aeration systems within the basins, if installed; providing electrical service and paying for the electricity to operate any fountains or aeration systems (if required) for the basins; mowing; watering, fertilizing, and weeding to prevent nuisance conditions. No driveways, signs, fences, or structures shall be erected within the storm water drainage easement areas which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions that the Village may impose. The Developer shall be relieved of these maintenance obligations pertaining to storm water drainage maintenance activities upon the transfer of said maintenance responsibilities to the Condominium Association who then shall perform such maintenance without compensation and to the satisfaction of the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of Lot 1, in their capacity as Owners of Lot 1, and shall benefit and be enforceable by the Village.

David M. Schauf
01-17-08
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

To the extent that the Village performs any such storm water drainage or detention basin maintenance activities, the Owners of Lot 1, collectively the Condominium Association, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

- c. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association, shall have the obligation for maintaining the Dedicated 10' Landscaping, Signage, Access and Maintenance Easement area on shown on this CSM. Such maintenance shall include without limitation and as needed: installing and maintaining signage and related lighting, staking, mulching, weeding, fertilizing, pruning, watering, replanting trees, bushes and plants, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, mail boxes, parking areas, structures or fences shall be erected within the landscape easement area, which might damage the trees or the plantings or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Lot 1 Owners, collectively the Condominium Association, its successors, assigns and successors-in-title of the Lot, in their capacity as Owners and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the signage, lighting, and tree and planting maintenance activities upon the Village's inspection and acceptance of the landscaping materials and plantings, the expiration of the one-year Developer warranty and the transfer of said maintenance to the Condominium Association who then shall perform such maintenance to the satisfaction of the Village. The Condominium Association shall perform such maintenance and planting replacement as may be needed without compensation to the satisfaction of the Village.

To the extent that the Village performs any such signage, lighting, or landscaping related maintenance activities, the Owners of Lot 1, collectively the Condominium Association, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this Plat, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

- d. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association shall have the obligation of maintaining and replacing the street trees and plants located within the Dedicated Public Streets shown on this CSM. Such maintenance shall include without limitation and as needed staking, mulching, weeding, fertilizing, pruning, watering, and replanting and replacing dead trees, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-ways, which might damage the street trees or plantings or might interfere with the Village's rights to maintain the public street improvements, unless otherwise approved by the Village. This covenant shall run with the land, shall be binding upon the Owners, collectively it's successors, assigns and successors-in-title of Lot 1, in their capacity as Owners and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the street tree maintenance activities upon the Village's inspection and acceptance of the street trees, the expiration of the one-year Developer warranty and the transfer of said properties to the Lot Owners, collectively the Condominium Association who then shall perform such street tree maintenance as needed, without compensation to the satisfaction of the Village.

To the extent that the Village performs any such street tree maintenance activities, the Owners of the Lot 1, collectively the Condominium Association, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

- e. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association shall have the obligation of maintaining the areas shown as a Dedicated Woodland Preservation and Protection, Access and Maintenance Easemen area shown on this CSM. Such maintenance shall include without limitation and as needed removing of dead, dying or decayed trees, and plant materials, and trimming nuisance branches as approved by the Village and removing of trash or debris in order to prevent a nuisance condition. No signage or fences shall be erected within the tree area, which might damage the tree areas. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of Lot 1, in their capacity as Owners and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the woodland area maintenance activities upon the Village's inspection and acceptance of the development, the expiration of the one-year Developer warranty and the transfer of said responsibility to the Condominium Association who then shall perform such maintenance as needed, without compensation, to the satisfaction of the Village.

To the extent that the Village performs any such woodland related maintenance or investigation into tree cutting, the Owners, collectively the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners, collectively the Condominium Association, as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.



David M. Adams
01-17-08
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

- f. The Developer hereby covenants that the Dedicated 30' Public Water, Access and Maintenance Easements shown on this CSM hereby places limitations and restrictions on the use of the referenced Lot because of the location of this Public Water Access and Maintenance Easement, which were given, granted and conveyed by the Developer to the Village for public water system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings, grading and maintenance activities to serve the Development as referenced in the Dedication and Easement Provisions on this CSM. The Developer further covenants that there shall be no structures, buildings, fencing, landscaping, parking areas, or driveways of any kind permitted by right within the public water easement area. If after a written request the Village approves an exception and approves the installation of any fencing or landscaping within the public water easement areas, it will be the Owners of the affected property, not the Village, who shall be responsible for any and all costs associated with the removal and or replacement of said fencing or landscaping. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title, in their capacity as Owners and shall benefit and be enforceable by the Village.

- g. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association shall have the Obligation of maintaining the areas shown as Dedicated 30' Private Sanitary Sewer, Access and Maintenance Easement shown on this Plat. Said easement areas shall be used for private sanitary sewer system improvements, uses and purposes and for all related and incidental ingress and egress, construction, installation, repair, alteration replacements, plantings, grading and maintenance activities to serve the Development as referenced in the Dedication and Easement Provisions on this Plat. The Developer further covenants that there shall be no structures, buildings, fencing, landscaping, parking areas, or driveways of any kind permitted by right within the private sanitary sewer easement areas. If after written request, the Village approves an exception and approves the installation of any parking areas, driveways, fencing or landscaping within the private sanitary sewer easement areas, it will be the owners of the affected property, not the Village, who shall be responsible for any costs associated with the removal or replacement of said parking areas, driveways, fencing or landscaping. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successor-in-title, in their capacity as Owners and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such sanitary sewer maintenance activities, the Owners, collectively the Condominium Association, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

DAVID M. SCHMID
 01-17-08
 02-08-08 REVISED

Consider the requests of Preston Kendall, agent for Laddie Investments, LLC (f/k/a Village Green Development LLC,) owners for a **one (1) year extension of the Preliminary Condominium Plat for the Village Green Heights Townhomes North** on the property generally located at 47th Avenue north of Main Street.

Recommendation:

Village staff recommends approval of the request subject to the comments and conditions of the Village Staff Report of January 30, 2012.

VILLAGE STAFF REPORT OF JANUARY 30, 2012

Consider the requests of Preston Kendall, agent for Laddie Investments, LLC (f/k/a Village Green Development LLC,) owners for a **one (1) year extension of the Preliminary Condominium Plat for the Village Green Heights Townhomes North** on the property generally located at 47th Avenue north of Main Street.

On March 17, 2003, the Village Board conditionally approved a preliminary condominium plat for the Village Green Heights Townhomes North (Village Board Resolutions 03-15) on the property generally located at 47th Avenue north of Main Street. Pursuant to the Village Land Division and Development Control Ordinance, a Preliminary Plat shall expire within two years unless an extension is approved by the Village Board.

On March 7, 2005, February 6, 2006, February 5, 2007, January 21, 2008 February 16, 2009, February 1, 2010 and on January 17, 2011, the Village Board granted the developer a one (1) year extension of the preliminary plat subject to the conditions of the Village Board Resolution #03-15 (to expire February 5, 2012).

At this time the Developer is requesting another one (1) year extension for the Village Board to consider the Final Condominium Plat (to expire February 5, 2013).

Village staff recommends that the Village Board grant another one (1) year extension of the Preliminary Plat (until February 5, 2013 pursuant Village Board Resolution #03-15. A copy of said conditions and Resolution are on file with the Community Development Department.

In addition to compliance with the conditions stated above, any additions, modifications or changes in Village, County, State or federal ordinances, polices or regulations that are in effect prior to the Final Condominium Plat being considered by the Village Board shall also apply.