

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39th Avenue**  
**Pleasant Prairie, WI**  
**September 17, 2018**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting – August 20, 2018
5. Public Hearing
  - A. Consider Preliminary Resolution #18-29 to exercise special assessment powers for the Water Main Improvements along 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street, extending south 475 feet along 22<sup>nd</sup> Avenue.
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public on items not on the agenda; however, no discussion is allowed and no action will be taken under citizen comments.)
7. Administrator's Report
8. New Business
  - A. Receive Plan Commission Recommendation and consider Certified Survey Map to subdivide the property located at 9109 River Road to create a 5-acre parcel to construct a single family home.
  - B. Receive Plan Commission Recommendation and consider Ordinance #18-40 for a Comprehensive Plan Amendment to update Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 as it relates to property known as 9109 River Road.
  - C. Receive Plan Commission Recommendation and consider Ordinance #18-41 for a Zoning Map Amendment to rezone the field delineated wetlands area on a portion of the property known as 9109 River Road.
  - D. Receive Plan Commission Recommendation and consider Ordinance #18-42 to create sections 348-8D of the Village Municipal Code related to the prohibition of parking recreational vehicles and utility trailers in any public street or other Village property.

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- E. Receive Plan Commission Recommendation and consider Resolution #18-31 to initiate an address change for the property located at 9119 Cooper Road.
  - F. Receive Plan Commission Recommendation and consider approval of time extension for the Memorandum of Understanding between the Village of Pleasant Prairie and the Wisconsin Department of Transportation regarding public and private improvements to the Main Street Market Traffic Impact Analysis along STH165, STH31 and Old Green Bay Road.
  - G. Receive Plan Commission Recommendation and consider the approval of the Gateway at LakeView Corporate Park Declaration of Development Standards and Protective Covenants.
  - H. Consider approval of Ordinance #18-43 as it relates to Chapter 320-3 Hotel/Motel Room Tax of the Village of Pleasant Prairie's Municipal Code.
  - I. Consider approval of the Offer to Purchase received from Route 165 LLC for the purchase of property known as Outlot 1 of CSM 2684, Tax Parcel No. 91-4-121-251-0154 for the sum of \$22,000.
  - J. Consider approval of the disallowance of claim of Tim Hemelink for the damage to his vehicle allegedly caused by a rock that was kicked up by a Village Truck traveling on 88<sup>th</sup> Avenue.
9. Village Board Comments
10. Adjournment

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
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PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
August 20, 2018  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, August 20, 2018. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Dave Klimisch, Mike Pollocoff and Mike Serpe. Also present were Nathan Thiel, Village Administrator; Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; David Smetana, Chief of Police; Craig Roepke, Chief of Fire & Rescue; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, Human Resources Director; Craig Anderson, Recreation Director; and Jane Snell, Village Clerk. One (1) citizens attended the meeting.

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. RECOGNITION**

**A. Commendations for Fire and Rescue Department Personnel.**

Chief Roepke:

Mr. President and members of the Board good evening. United Hospital is now Froedtert. Froedtert South traditionally has basically recognized agencies across the county for successful resuscitations where the patient has actually walked out of the hospital. And tonight we have two such recognitions, one from September of '17 that unfortunately got overlooked. We're correcting that now. And another one from June of this year. So from Froedtert South we have Terri Harold who is the Director of both emergency departments. We have Jeff Flash who is the EMS liaison. You also know Jeff Flasch from a newly Police and Fire Commission members. We also have Chris Ventura from Froedtert South staff. We also have Dr. Ben Feinzimer here tonight who is our Kenosha County Medical Director. He's also the Medical Director for the TEMS or the Tactical EMS which pairs up with the Kenosha County Swat Team. And he manages the medical direction for both the county and that TEMS team as well. So without any further ado, Terri, Dr. Feinzimer.

Ben Feinzimer:

Good evening, Mr. President, and Board members. Thank you for the opportunity to speak and share two positive and notable incidents involving men and women of the Pleasant Prairie Fire and EMS Service. Citizens of this community depend on the rescue personnel to deliver life threatening treatment in times of highest danger and most peril. Those citizens should be quite

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reassured that their EMTs and paramedics are amongst the most capable not only in this region but across the state and country. I certainly don't want to sound hyperbolic, but I can say having now worked in several communities and witnessing other pre-hospital medical services, that the members of the Pleasant Prairie EMS system are without question the most advanced, most efficient and have the highest and soundest judgment. They're simply at the top of the chain when it comes to field-based medicine.

Two of their patients were fortunate enough to be in this Village when they suffered cardiac arrest. On September 10, 2017, a 67 year old male called 9-1-1 because of chest pain. A history of heart attacks made it simple for him to know something was not right. Although awake on arrival, the Prairie ambulance crew witnessed the patient stop breathing and lose their pulse. Quick recognition resulted in several defibrillations or shocks, CPR and medication administration. He was transferred to Froedtert South and ultimately to home after a successful hospital stay. For this fella, his family and friends there are more happy days, weeks, months and year ahead. Had it not been for his paramedics he would have lost those changes.

On behalf of the Kenosha County EMS system and Froedtert South we comment the following personnel. The commendation describes in this case Lieutenant Adam Craig of Pleasant Prairie Fire and Rescue responded with a crew to a report of a cardiac arrest on September 10, 2017. And whereas on arrival the crew utilized the utmost in skill and judgment in a timely and decisive manner to intervene on behalf of the patient. And whereas the result of the crew's efforts was a successful resuscitation. Froedtert South Hospital System hereby commends Lieutenant Paramedic Adam Craig for his excellence in the performance of his duties. Lieutenant Mike Passafaro. Firemedic Alan Cloherty. Firemedic Zack Keller. And Firemedic Andrew Strouf.

Our second event was more recent. On June 6, 2018, Pleasant Prairie dispatch was contacted to help Gary Stone, a 78 year old gentleman who was unresponsive. 9-1-1 operators assisted family in rendering care while emergency equipment and personnel were dispatched. Once again swift recognition prompted defibrillation. Unique to this call, and in large part thanks to the support of this Board, the crew was able to deploy the new LUCAS device. This automated chest compressor computerizes CPR and frees up the ambulance crew to initiate other life saving measures. It is safer for the patient and for the rescue personnel and just plains works. Gary was saved thanks to the care of the Prairie Fire Department personnel, and I understand has been the fire house since to graciously extend his appreciation. Gary is also in attendance this evening so thank you for coming.

For that and for all the other work they do the following individuals deserve commendation. Gary, why don't you come up with us? Assistant Chief Dave Wilkinson. Lieutenant Joe Olszewski. Firemedic Dean Holloway. Firemedic Joy Mathein. Firemedic Parker Jones. And Firemedic Ron Weavel. Gary asked if he could have a few words, and I think certainly he is entitled.

Gary Stone:

I'm here tonight to thank these gentleman for their fast action and for the job that they're called to do by God. I honestly believe that we all have a gift, and we should give it publically to each and

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every one of our neighbors and our friends and our family and all those around. I thank God for all of them. And it's not very often that an individual has an occurrence to run into these fine people. But you go about your daily lives and never think of anything happening to you. But when it does speed counts. And these fine people have rescued me and given me another chance at telling everybody how great they really are. And I praise them and I thank them. And I've watched them on TV how they do and what the firefighters do, and all of our public servants do not get enough recognition. And with my whole heart I love these guys and these ladies that put their lives on the line and really want to get us to the hospital as fast as they can. They want to save lives. And I think live is well worth saving. And I think we ought to prove it by doing it by actions for our neighbors and our friends and our neighborhood. Thank you.

John Steinbrink:

Congratulations to all the firefighters. Great job. The taxpayers are definitely getting their money's worth here. And it's good that we're giving recognition and the public gets to see the benefit of having such a trained and qualified group of individuals working for them.

**5. MINUTES OF MEETING - AUGUST 6, 2018.**

Mike Pollocoff:

I'll move approval.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second for approval of the minutes of the meeting of August 6, 2018. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**POLLOCOFF MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD REGULAR MEETING OF AUGUST 6, 2018 AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

**6. PUBLIC HEARING**

**A. Consideration Resolution #18-27 for the discontinuance of a portion of 110th Street east of 116th Avenue south.**

Jean Werbie-Harris:

We're experiencing a little technical difficulty right now.

John Steinbrink:

We will pause for a moment.

Jane Snell:

Mr. President, there were no public signups this evening.

Jean Werbie-Harris:

We're doing the public hearing first. I just needed the slides if we could get them up. I don't know how to get them up. I can explain. So the public hearing this evening is to consider Resolution 18-27 for the discontinuance of a portion of 110th Street east of 116th Avenue south. And this is just to the east of Premium Outlets.

On July 2, 2018, the Village Board had adopted Resolution 18-23, and this was to initiate the discontinuance of a portion of 110th Street east of 116th Avenue south of Parcels 19 and 20 of CSM 1699 within the LakeView West area of the LakeView Corporate Park. And this is pursuant to Section 66.1003 of the Wisconsin Statutes. A portion of 110th Street right of way is proposed to be vacated and shown as legally described in the attached request and as shown on the screen, that area that's in the bluish purple color. The request was requested because the initial dedication was part of CSM 1699, and they're looking to vacate this land. And it will go to the property owner to the north. All of the abutting and adjacent property owners received notification. And, in fact, they were a party to signing the application for the request.

Although this right of way was dedicated, roadway improvements were not constructed and are not intended or required to be installed for future development. The land to the north and the south do not require this roadway. And the land to the east has an access via a single gravel driveway that's located outside of the 110th Street right of way. However, an easement for the future expansion of public sanitary sewer will need to be dedicated to the Village on the western 20 feet of the right of way being dedicated so that we can get a force man south in 116th Avenue to the Stateline 94 development to the south.

Upon vacation of this portion of the 110th Street right of way, again, it will be transferred and attached to Parcels 19 and 20 of CSM 1699. It's identified as tax parcel numbers 92-4-122-0302-0161 and -302-0162. This is land that's owned by Breeze Terrace, LLC for a future development we're going to be talking about this evening. It's a multifamily development. The Board is

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holding the required public hearing this evening at the request of the petition. On July 18th all required property owners were notified via regular mail. And the required Class 3 notice was published in the *Kenosha News* on July 30th, August 6th and August 13, 2018 to notify them of the public hearing that's being held by the Village Board this evening. So with that I would like to continue the public hearing.

John Steinbrink:

This being a public hearing I will open it up to public comment or question. Do we have a signup list?

Jane Snell:

Mr. President, there are no signups this evening.

John Steinbrink:

Anybody wishing to speak on this item? Hearing none I'll close the public hearing and open it up to Board comment or question.

Michael Serpe:

Just a question. Were there any responses from the mailings that were sent out to the abutting property owners?

Jean Werbie-Harris:

No, there weren't. And, in fact, the petitioner, Fran Brzezinski, actually went to each of the abutting landowners and asked them to send or submit letters of support for that vacation. So we have not received anything in the negative for this vacation.

Michael Serpe:

Move approval of Resolution 18-27.

Dave Klimisch:

Second.

John Steinbrink:

Motion and a second for adoption of Resolution 18-27.

Dave Klimisch:

Jean, will that road get turned over or what will it look like after it's done?

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Jean Werbie-Harris:

So actually the road is right of way on paper so there's no road that was constructed, no sewer, no water, no gravel, nothing. And so what will happen is it will be attached or made part of the Breeze Terrace Development to the north. So in that particular area I think we've got some landscaping and trees and that's about it. And a little bit of wetland I think.

John Steinbrink:

Further comment or question? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO APPROVE RESOLUTION #18-27 FOR THE DISCONTINUANCE OF A PORTION OF 110TH STREET EAST OF 116TH AVENUE SOUTH; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

**7. CITIZEN COMMENTS**

Jane Snell:

Mr. President, we do have one signup this evening, William Vollmer.

John Steinbrink:

And we're going to ask you please give us your name and address for the record.

William Vollmer:

Sure, my name is William Vollmer, Bill Vollmer, and I'm at 9946 Cooper Road in Pleasant Prairie. And I'm here this evening just to approach the Board. I appreciate the chance to comment. I'm here representing the Village Green Heights Homeowner's Association. I'm the volunteer treasurer, lucky me. And we have run across an issue that we'd like to work with the Village to try to resolve. We have certain covenants and bylaws, and one of is not parking commercial vehicles or trailers on your property which has not been an issue. But what's happening now is we have a couple residents that have started to work around that, and they've moved their vehicles just onto the street in front of their house which is not really in the spirit of the covenant and bylaw that everybody has agreed to abide by when they purchased the property. So unfortunately I'm the one that's reduced to emailing our poor Chief of Police over here and



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saying can you help us move a vehicle or get a trailer moved and whatnot which I don't think is productive for either party.

So I'm here just to ask if there's a way to work with the Village to try to craft an ordinance or work some way that in the boundaries of an HOA if there's a way to harmonize perhaps an ordinance understanding that any HOA can come along with crazy stuff. But I work with attorneys every day at work, and I'm sure that there's a way to craft something that we could potentially work together so that it's not a game of cat and mouse or a shell game of on the property, off the property, move it up the street for a couple of hours or a couple of days. And we're the ones that take the phone calls from all the neighbors saying, hey, they're not abiding and whatnot. So just the first ask. I don't know how to start or where to start. But if there's a way or someone the Village can point me to to start to have a conversation and see what's possible we'd really appreciate it.

Mike Pollocoff:

I'm sorry, you said it was RV trailers?

William Vollmer:

Right now there's a box trailer, there's a small trailer with no license plate on it that gets moved around all the time. We've been dealing with it since May. We've obviously reviewed the parking ordinances and, quite frankly, it's within the Village ordinance the way it's crafted right now. So they're not breaking any laws as long as they move it within 48 hours, and that's exactly what's happening.

Nathan Thiel:

It's definitely something that we can look into. The staff member that you'd probably be working most closely with would be Jean Werbie-Harris, our Community Development Director. And so we'll just get your contact information and we'll evaluate what we can do.

William Vollmer:

Thanks very much. I appreciate the time.

John Steinbrink:

Thank you. Anyone else wishing to speak under citizens' comments? Hearing none I'll close citizens' comments.

**8. ADMINISTRATOR'S REPORT**

Nathan Thiel:

Mr. President and members of the Board, I thought that you would all be interested in the recent promotion that the League has presented regarding the dark store loopholes. They recently created a video, and so I was hopeful to be able to present that to you this evening. As you'll recall we recently participated in supporting this campaign. And this is one of the products of our support. If you'll just wait while we get it set up.

[Video Shown]

Nathan Thiel:

So I thought that would be worthwhile present to you all tonight. I know that we're well aware of this issue, and it's been discussed quite extensively at our Board meetings. But I wanted to at least inform the Board and also let them know that we've posted this on our social media pages and hope that we can continue to spread the word and assist this campaign to make sure that all Wisconsin residents are informed and understand the implications of these loopholes?

Michael Serpe:

We've put this on our Pleasant Prairie channel 25? Can we do that?

Nathan Thiel:

We could.

Michael Serpe:

We did?

Nathan Thiel:

I'll check.

Michael Serpe:

Okay, good.

Mike Pollocoff:

Good presentation. I'm not sure what the number is, but the Village taxpayers -- we've already lost some cases to an extent. So it's already happened where the residential taxpayers and small businesses have already assumed part of that shift in tax rolls, and it's just beginning. I think that's the key thing to realize is that it's just beginning. And the people who are monetarily

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convincing legislative leaders to leave this thing as is and not act on it they're not done with us. They'll keep going until they've achieved 100 percent of this shift that they want to shift to residential taxpayers. It's a pretty simple process. You find key people in the caucus on either party, I'm not singling out one, and you financially motivate them to keep that subject alive. And that's how this thing has been kind of going along for a good six, seven years.

And it's really reached a peak now where in some of these communities it's really having an impact. And Pleasant Prairie's ultimate impact is 17 percent, it's not eight percent. So that would be a significant increase on anybody else who can't take advantage of this loophole. Unless we decided to classify all the homes as dark stores and give everybody the same rate and raise the mill rate and the taxes would be the same. But I think the money we've spent to have the League put this together is money well spent. I think for a lot of people it makes it a lot more understandable.

Michael Serpe:

It's just unfortunate that we have to spend our money to fight the people that are supposed to represent us in taking care of stuff like this. And my gut feeling, Mike, is if the election stays with the same people in power after November that are in power today I don't think anything's going to change. And I hope they come to a realization that they have to address this and I hope they do. But I just have this gut feeling that big money is going to tell them you leave it alone. And I hope that doesn't happen, but I think there's enough evidence in Madison that's happening on a regular basis.

Mike Pollocoff:

I agree.

John Steinbrink:

Our representatives told us that they need to study the issue. The issue is very plain when you see it in black and white and the presentation the League has done. I know the League has a couple more coming out for social media. And they're good and they explain it. But this one probably explains it the best. And, once again, our representatives keep telling us they want to study it but they're for it. And as I've said before it's easy to be for it if you don't have to take a vote. And right now we don't need any of them in Madison, we just have to convince one person, Robyn Vos to bring this forward. So if you want to save money just elect Robin Vos and they'll take care of everything for you. One paycheck, one person, that's it.

Nathan Thiel:

So one thing just to share, though, is that share this video. That's a part of the campaign is to make sure that the word gets out. Comment on it. Feel free to like the video. The more we can spread the word I think the more opportunities there will be for individuals to contact their representatives including Robin Vos.

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John Steinbrink:

Further comment or question? Thank you, Nathan.

**9. NEW BUSINESS**

**A. Consider and approve the Development Agreement between the Village of Pleasant Prairie and Riverview Group, LLC as it relates to Stateline 94 Corporate Park.**

Nathan Thiel:

So before you this evening is a developer's agreement between the Village of Pleasant Prairie and Riverview Group, LLC for the Stateline 94 Corporate Park. This property is owned by Riverview Group, LLC. The developer is officially Venture One. It comprises of approximately 308 acres. It's zoned M-5, Production Manufacturing District. One hundred percent of the developable property is in TID 7 and will be used for industrial and commercial use. And the general location if you were to look at the map is basically between 110th which we just primarily vacated this evening to 122nd Street to the south and east of the I-94 East Frontage Road.

As I had indicated, the JRB approved TID 7 on May 15th of 2018 this year. The proposed project is a three phase project of approximately five buildings. The TID type is an industrial developer pay go TID. So all costs will be paid for by the developer, and the Village will issue developer revenue bonds that will provide for payments to the developer to the extent that tax increment collections are available and the Village Board appropriates the funds.

So you can see that there's a conceptual plan. These are the five buildings. There's Building E which is the first phase. The second phase would be Building D and C, and the third phase is Building A and B. Now, mind you that this is a conceptual plan. And so it is subject to the change, the configurations. Also, one thing to note is that within the developer's agreement we gave quite a bit of flexibility so that they could begin with any single phase and go from Phase 1 to Phase 2 or start with Phase 3 to Phase 1. And so that will be kind of contingent on the developer's ability to secure individuals or tenants, industrial uses. The proposed project costs total over the three phase period about \$20 million. You can see those breakdowns. So Phase 1 is roughly \$10 million, Phase 2 is \$3.6 million, and Phase 3 is \$6.3 million.

Noting that Phase 1 if they're to do the project at the south it would require them to extend significant infrastructure, sewer and water, all the way from the north to the south of the property. So improvements that are included are road improvements to 120th Avenue or the East Frontage Road, 122nd Street which includes some additional turn lanes for acceleration and deceleration, 116th Avenue which is an extension southward and a cul-de-sac off of 120th Street and 116th Street. Sanitary sewer improvements they will install a permanent sanitary lift station as well as a sanitary force main with some extended gravity flow sanitary sewer.

Water improvements they'll be installing a 16 inch water line along the East Frontage Road and along 122nd Street, and a 12 inch water line along 116th Avenue, and fire hydrants will be included as well. There will also be stormwater improvements, grading, detention ponds. And

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there will also be street trees and street lighting. The next few slides kind of show the phasing, and I realize that it's small. But in case there are any questions I figured it would be prudent to have them available. With that I know the developer is in the audience. If there are any questions we'd welcome them to the stand.

Michael Serpe:

Jeff, the same question I've asked for the last couple years, any interest coming to this park yet?

Mark Goode:

My name is Mark Goode. I'm a principal with Venture One Real Estate. I've been working on this for a few years. We have it in the market with our brokers. [Inaudible] been sending out responses to people that are inquiring in southeast Wisconsin. Until we have this plan approved it's very difficult for us to respond to anybody. But we're hopeful that next spring we'll be breaking ground. We've had inquiries, but we can't finalize without having this in place. So appreciate the question. We're hopeful that we'll do something next spring. Thank you.

Mike Pollocoff:

Before you go, in your contracts for purchase or in your covenants are you putting in a restriction on utilization of the Walgreen's or dark store loophole on businesses that locate there?

Mark Goode:

It is industrial so we don't have -- I don't know what dark space relates to industrial. That would be more in retail, wouldn't it?

Mike Pollocoff:

Well, industrial the State is the one that actually does the assessing on it, and they've been implementing as they've been valuing industrial properties. And if you have a leased property which the last time I visited with you you were looking at leases, there's been people looking at applying that Walgreen's decision to commercial leased space or any kind of leased space. Either way it doesn't affect the Village because you're going to be holding notes. But we'd like to see you be able to succeed and retire the TID sooner than later. You have the ability to as the developer --

Mark Goode:

[Inaudible] retire it as fast as we can. So if there's some facility that allows us to do that that works with you and the State we're happy to do it. I'm not as familiar with that clause. But our goal because we're putting up the money is to get the bonds paid back as soon as possible and as quickly as possible and be aggressive to chase transactions and deal.

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Mike Pollocoff:

We might be able to supply you some language because that is one area where currently in a new development the municipality can regulate the dark store because of a TID district. But in the sense this is a developer TIF district you'd have to be the one to enforce it on the property.

Mark Goode:

We're happy to do that. I mean what you're saying is that if it goes dark that the taxes continue to be paid and --

Mike Pollocoff:

No, no, no. If they try to assess the value, if they try to lower the value of the building and say we'll compare this to a dark store.

Mark Goode:

In our leases we would say that they would not have the ability to lower the taxes. That's the way we would do that. I do that in all my projects. I didn't know what you called that, I'm sorry. We have TIFs and other incentive programs in almost all of our properties. And we put into our leases that they don't have the ability to protest taxes and then lower taxes because we're putting in the equity and the money into the infrastructure.

Nathan Thiel:

Mike, I'd have to go back to the developer's agreement, but I know that this topic has come up in the past. And I was pretty sure that we covered this issue within the developer's agreement. But I can go back and verify, too, as well.

Mark Goode:

We're in agreement with that. We don't have an issue with that. I didn't know what it was called. We call it something different in our leases, but I think it's in there, and I'm comfortable we would be enforcing that.

Mike Pollocoff:

Thank you.

John Steinbrink:

Any other questions?

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Nathan Thiel:

My only other comment would just be that I know staff worked significantly with the developer on this agreement. And I believe that we've come to a good resolution. And even with the issue this evening that you brought up, Mike, I think that there would be consideration for that language, but I'm pretty sure it's covered.

Mark Goode:

I am also, thank you.

Michael Serpe:

I make a motion to approve the development agreement with the understanding to make sure that that dark store verbiage is in the agreement.

Kris Keckler:

Second.

John Steinbrink:

We have a motion and a second. Any further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO APPROVE THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND RIVERVIEW GROUP, LLC AS IT RELATES TO STATELINE 94 CORPORATE PARK WITH THE UNDERSTANDING TO MAKE SURE THAT THE DARK STORE VERBIAGE IS IN THE AGREEMENT; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

John Steinbrink:

Jean, do you want B, C and D taken together?

Jean Werbie-Harris:

Yes, please.

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John Steinbrink:

Motion to take Items B, C and D together?

Dave Klimisch:

So moved.

Mike Pollocoff:

Second.

John Steinbrink:

Motion and a second. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**KLIMISCH MOVED TO CONSIDER NEW BUSINESS ITEMS B, C, AND D TOGETHER; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.**

- B. Receive Plan Commission recommendation and consider Ordinance #18-35 for Comprehensive Plan Amendments as it relates to proposed Breeze Terrace Apartments generally located south of Corporate Drive and east of 116th Avenue.**
- C. Receive Plan Commission recommendation and consider Ordinances #18-36 and #18-37 for a Zoning Map and Zoning Text Amendments as it relates to Breeze Terrace Apartments generally located south of Corporate Drive and east of 116th Avenue.**
- D. Receive Plan Commission recommendation and consider Certified Survey Map, Memorandum of Understanding, Digital Security Imaging System Agreement and DSIS Access Easement for the proposed Breeze Terrace Apartments generally located south of Corporate Drive and east of 116th Avenue.**

John Steinbrink:

Jean, you're going to cover them all, and we'll take separate action on all of them.



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Jean Werbie-Harris:

Yes, please. And the Comprehensive Plan modification will require a roll call vote. So all three of the requests this evening, actually four requests, are at the request of Fran Brzezinski on behalf of Interstate Partners II, WI LLC which is also Breeze Terrace, LLC, and this is for the Breeze Terrace apartment development. They are proposing three 33-unit buildings and six 19-unit buildings or a total of 213 apartments. The three requests that they have include a Comprehensive Plan amendment which is Ordinance 18-35, a Zoning Map and Text amendment which are 18-36 and 18-37, and a Certified Survey Map and a Memorandum of Understanding.

There were some previous approvals that have been granted by the Village Plan Commission and the Village Board and final actions with ordinances. They include neighborhood plan amendments that were approved by the Village Board on May 7, 2018. And this was to actually lay out and design how the neighborhood in this area could work. There were two alternatives that were approved by the Board, one that included their property as well as some vacant land to the north that could be residential. And then the second alternative was their property plus land to the north that could be commercial.

A Conceptual Plan for the Breeze Terrace apartments was also approved conditionally by the Village Board on May 7, 2018. And, again, this development is on 16.75 acres. It does not include the land that you just vacated this evening, so that will be added to that. And, again, it showed us where the apartment buildings would be located, where the clubhouse would be, where the primary environmental corridor would be preserved, where floodplains and wetlands would be preserved on this site, and did a general layout conceptually how the site would be serviced by municipal sewer and municipal water.

This evening the Village Board considered the vacation of the right of way which is immediately to the south of this development, again, the 110th Street right of way. Since the land was dedicated for right of way by the original property owners, WisPark, LLC in the 1990s, that land is going back to this particular development.

The environmental features we had talked about on the property as part of the Plan Commission and the Board meeting include a significant stand of woodlands that are in a primary environmental corridor, 100 year floodplain, and then there were three or four pocketed or isolated wetlands that were on the site all of which are intended to be preserved and protected as shown on the slide.

There was a tree survey that was completed. Again, there was some concern about how far that the development could encroach into the wooded area. Those areas that are identified with the red are the areas where trees are going to be removed, some isolated areas for the stormwater basin which is at the southeast corner of the site, and then that very southwestern corner of the wooded area at the northeastern corner of the site, those trees will be removed. And the rest of the trees on the site are intended to be preserved and protected.

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A Certified Survey Map was presented by the developer that combines the properties. It dedicates easements, it dedicates additional right of way for 116th Avenue. And it also specifies specific restrictive covenants for the development. And that is also on the agenda tonight.

The public and private improvements, the development is going to be serviced by municipal sanitary sewer, water that are in 116th Avenue and will be extended into the site as private sewer and water. There will also be private storm sewer and private onsite stormwater retention facility, again, at that southeast corner that's going to service the site.

An MOU, a Memorandum of Understanding, is going to be executed by the developer that outlines the timing of the public improvements. Again, things like the sidewalk, street lights, some of the things that we talked about that were going to be required, and street trees, as part of this development with an anticipated roundabout reconstruction in this area, we are looking to defer some of those public improvements until such time as the roundabout work is completed. And then some of those improvements will go in at that time.

As I mentioned there's a roundabout that has been proposed at the intersection of Corporate Drive, 120th Avenue and 108th Street just to the north of this development. The cost associated with a new lift station that is going to be utilized to service this development in this area will be a part of the TID 5 improvement costs. The owner and the developer will be responsible for their fair share of the costs for the required roundabout improvements. And at this time the estimated cost for the roadway improvements is about \$177,000.

The residential development plan that was presented to the Plan Commission and as part of our PUD is very detailed with respect to the building, building plans, parking lots, buildings, signage, lighting, trees, all the details of the site. There's also a deed restriction that was discussed by the Plan Commission that extends into the adjacent property. And that is so that there can be at least a 300 foot separation between where anyone is shooting or hunting and the closest building which is his eastern-most building on this particular site.

As part of this discussion there's an agricultural fence or a wildlife fence or deer fence that is being proposed in the primary environmental corridor area that will help define that area as well as prohibit any hunters or those that are coming from the east side of this property from coming into the development because of the fencing.

These are the generalized elevations. There have been a few tweaks to these elevations, but these are the ones that we've been showing since the very beginning. There have been a few minor adjustments. As you can see in the very lower left hand corner there's some patio areas that are actually above the underground parking. They are going to leave those as patios. There's going to be landscaping and fencing around those patios. At this time they're not sure if they're going to make some interconnections from the units to the patios, but there will be a gate so that they'll be accessible.

Dave Klimisch:

Jean, what are the Xs on those three buildings?

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Jean Werbie-Harris:

I think that that's just to identify where those three buildings are. Also, those are the three 33-unit buildings, so I think that that was my staff's way of identifying that those are the three 33s, and those are the ones with the patios, and those are the ones with underground parking.

So as shown on this slide these are the 19-unit buildings. And I think we just wanted to identify for you that the three 33s are kind of separated so they're not all the same buildings. So these are the 19-unit buildings, 6 two-bedroom units, 13 one-bedroom units, there are 19 attached garages, and five garages are attached to the building but don't have direct access to the unit.

There's a clubhouse that's being built at the entrance. So just after you come off of 116th Avenue and you're going through a gated entrance the clubhouse will be immediately on the left or the north side. And this is for marketing purposes, and it's actually also going to be their clubhouse for entertaining or gatherings and things like that. There's no pool associate with their clubhouse. There's an exterior patio but not a pool.

The ordinance amendment as you can see identifies the rezoning boundaries that we are showing. All of the areas that are identified as multifamily they'll be zoned multifamily. If there's wetlands or floodplains or environmental features they will be zoned either the C-1 for wetlands, C-2 for woodlands, FPO for floodplain, but the other areas will be zoned multifamily. And that's part of the text amendment request and the zoning map amendment request this evening which is part of 18-36 and 18-37.

So the Breeze Terrace PUD, which is 18-37, there's a number of dimensional variations and modifications to the ordinance that are being granted for this development to occur here. And those have been actually discussed before the Plan Commission and the Board in the past. But now the ordinance is official here for you. Residential net density to 21.1 units per acre, to allow ten buildings on the property, to increase the number of apartment units in the building, to increase the building height to 38 feet for the larger 33-unit buildings, to reduce the setback to 40 feet, to allow that ag field fence or deer fence around the wooded area to the east, to reduce the number of required parking spaces. Our ordinance does not count the spaces behind the garage. And in this case we are counting those spaces as well in order for him to have enough parking spaces. So there will be garage spaces parking behind that as well as parking spaces adjacent and around the perimeter on the site.

Additional PUD requirements and community benefits, the site is going to be entirely fenced and gated. A minimum of one parking space will be provided in an enclosed garage attached to the building. A minimum of 20 feet between buildings or a greater distance as required by the code. The 19-unit buildings will have a roof pitch of 5:12. The windows on the west side of apartment Buildings A and D that we had talked about will be sound proofed. And basically they're using thicker double pane windows to mitigate adjacent commercial noises from those units. All of the units will be offered at market rents.

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A couple other community benefits, all apartment buildings will be fully sprinklered regardless of state requirements. And the attics will be sprinklered with the NFPR 13R system. The landscaping and exterior turf shall be irrigated as identified on the plans. The onsite system for security will be according to the DSIS system that's been submitted to the Village. And that system will have to be installed prior to occupancy.

And the pet free apartment units in certain entire buildings will be provided and identified. For example, Buildings A, B, D and E will be pet free. A maximum number of one pet per unit except within the pet free units. The maximum weight for the pet not to exceed 40 pounds at full growth maturity. And breeds will also be restricted so no bullmastiff, pit bull, German shepherd, rottweiler or wolf/dog hybrids.

With respect to the land use map amendment as part of the Comprehensive Plan, again, we have to designate those areas that are in the primary environment corridor under the open space designation. The field delineated wetlands are in a designation, and the 100-year floodplain are in a certain designation along with the other isolated wetlands. The multifamily area is put into that high density residential land use designation.

So this was before the Plan Commission and the Board several times with different steps. This evening they are requesting three separate approvals. The first is 18-35 which is an ordinance for Comprehensive Plan amendments as it related to Breeze Terrace. The second is Ordinance 18-36 and Ordinance 18-37 which are the Zoning Map and Text amendments. And then finally the Certified Survey Map, the Memorandum of Understanding, and actually the DSIS which is part of that package which has been reviewed by the Plan Commission. The petitioner is in the audience if you have any additional questions.

John Steinbrink:

Any questions for the petitioner?

Kris Keckler:

In Building I in the lower right corner that's one of the 33-unit, the ones with underground parking that's adjacent to the stormwater pond, what's the approximate distance from the actual water area to where the building is going to be, the foundation is going to be at? Does it just look closer on the picture, or is there --

Jean Werbie-Harris:

I don't know without looking at the plans what the actual distance is. But I don't know if you can tell but there's like a gray line.

Kris Keckler:

Yeah, I see that line.

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Jean Werbie-Harris:

That's a retaining wall. And it's a significant retaining wall to make sure that there isn't a structural separation due to the grade change between where the pond is and that building.

Kris Keckler:

That was my other question, then how big of a slope change in variance to the water level?

Jean Werbie-Harris:

It's pretty significant.

Kris Keckler:

A fence then on top of it? Okay.

Nathan Thiel:

Correct, there's a fence there.

Kris Keckler:

Just worried about the 40 pound dogs.

John Steinbrink:

Other comment or question?

Dave Klimisch:

I know it's been a long process and the staff have worked hard and there's been lots of details and other logistics to work out. So kudos to the staff and to the developer working together to get these things figured out.

John Steinbrink:

During the Planning Commission a comment was made the people really like the garages because it gives them extra storage space. For those that are going to use their garages for storage space, does that create a problem with the number of parking spaces outside the structure?

Jean Werbie-Harris:

The developer assured us that there was adequate parking. We told him that there could be no parking on 116th Avenue. So that will be something he will need to enforce if it starts to become a problem with respect to certain tenants. He will need to find out -- I don't know what their

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procedure is, if they have parking passes. They do not to my knowledge have parking numbers or assigned so you have to park in the same spot on the south side of the building. Of course, if you have your unit in the spot behind it that's one thing. But the parking that's behind the buildings I don't think that there is assigned parking at that location.

John Steinbrink:

Is there usually enough parking for tenants and guests, is that what's taken into consideration?

Jean Werbie-Harris:

It has been taken into consideration. And we've identified that for him that there are no public streets that can be parked on. So all tenants and guests need to be parked inside. And, again, if it starts to become a problem or an issue then he will have to modify his policy with his tenants so they have to use their garages for parking, not stuff.

John Steinbrink:

Come Black Friday everybody is going to want to park in there.

Jean Werbie-Harris:

That's why they have a gated entrance.

Mike Pollocoff:

Are all documents and plans in and reviewed?

Jean Werbie-Harris:

We have reviewed everything. I talked to Matt Fineour yesterday or this morning, and he said basically there's just minor tweaks that they have to make to the plans. I have some final documents that I need to get executed with him, and we have some just final tweaks. But for the most part, yes, we are ready to go and we have set the precon. They've actually made this [inaudible] for building permit which we would like to get those reviewed prior to our precon next week.

Dave Klimisch:

With the gated entrance the tenants will have a remote control of some sort that will slide the gate open? Is there a gate that opens and closes?

Jean Werbie-Harris:

So maybe Fran could come up and address that. I mean I can, but we talked about some different options.

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Fran Brzezinski:

I don't hear as well as I used to, but I think about the gated entrance --

John Steinbrink:

Give us our name and address for the record because the poor lady transcribing this has no clue who --

Fran Brzezinski:

I understand. Fran Brzezinski, N16 W23217 Stoneridge Drive, Waukesha. Gated entry, there's two entries. One is an emergency fire entry at the request of the Fire Chief, and that will be gated with a padlock on it. So that is a secondary entry only for emergency. The other area, the main entry is gated with an armed gate. So it's fenced all the way around with an armed gate.

Dave Klimisch:

So on a sensor, or how does it open and close?

Fran Brzezinski:

Well, it will open -- coming out it will just open by sensing. But coming in, no, we'll have to have something like you would a garage door opener or something like that. As Jean explained the entry is actually to the east of the clubhouse, so the clubhouse is on the outside of it.

Dave Klimisch:

And if the police officer is responding how would they get in?

Fran Brzezinski:

On the emergency gate they'll have the same thing. There will be a Knox box at each entry with either a remote to open it, or on the gated area to the south there will be a Knox box with a key to open it. And we're doing that at the Chief's request for what he wants.

Jean Werbie-Harris:

Are you asking about the police department how are they going to get in?

Dave Klimisch:

Yeah, for emergency services how they get in.

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Fran Brzezinski:

There will be a Knox box. There's a Knox box there, and that was at the request of the Village so that in an emergency whether its police or fire can come in, they'll have the code and they'll be able to enter it that way. Jean, I think that's your understanding as well, right?

Jean Werbie-Harris:

Yeah, but I don't think the PD can get into the Knox box. I think that's only by the fire department, right, through the engine? Or can they get in or if they could get some type of --

Fran Brzezinski:

I mean we're okay with the police. The fire department has it, we're not --

Jean Werbie-Harris:

If there's like at the RecPlex, if it's a swipe card like that maybe that's something that's provided to the police department.

Fran Brzezinski:

Whatever the police and fire department want we'll give them.

Jean Werbie-Harris:

Whether it's a keypad. I mean I think we have the design and I think it could go either way. I think we could do the keypad or the swipe.

Fran Brzezinski:

I think you're right.

Dave Klimisch:

Whatever is quicker?

John Steinbrink:

Chief, you want to come up and just tell us what you prefer, or is there no choice on this? The PD chief. The fire department has a ladder. They just put the ladder over the gate and get in.

Chief Smetana:

I think what would work best for us is either a code or a passkey. The problem with anything we have to carry if it stays in the vehicle it's going to cause a delay. If we have to go to a Knox box



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that's really going to cause a delay. Those are really meant for larger events that we can get somebody to grab a key while we're holding a perimeter on a building. So if it's an everyday call for service it would be much easier for us to either have a combination code to access that property, or second choice would be a card. Or to have some contact with whoever called, a buzzer box like you would at an apartment building, buzz the box and say let us in. Those are three options.

Dave Klimisch:

Is that something that the tenants can do? If somebody is visiting can they buzz someone in?

Fran Brzezinski:

The call and the buzzer is not a problem during regular hours. But, no, that probably potentially is an issue at 10:30 at night. I mean we'll have a manager, we'll have numbers, a phone number, but I don't know that manager will always be there. But whatever the chiefs want we're fine.

Michael Serpe:

Fran, the technology is out there now for an app that can control that gate from every tenant. And if it was given to the police department when that address comes up they could also access that as well.

Fran Brzezinski:

You're right, Mike, the technology is out there. But we haven't honed in on a technology yet. We're not totally sold on the cloud app technology for this thing yet. We're actually sorting it out. And like our last meeting with Chief Roepke we figured it out with him, we'll figure it out for the PD.

Michael Serpe:

Figure out something because if somebody is calling for a squad --

Fran Brzezinski:

We want to be there fast when they come, too, so we're all together on that.

Dave Klimisch:

And besides EMS services, if somebody is just visiting a friend do they get buzzed in from the apartment, or does the tenant have to come down and swipe them in somehow?

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Fran Brzezinski:

They probably will have to come down. I mean somebody will have to come down. I mean during the day it's a different issue. Day hours it's different. But at night, yeah, they're going to have to arrange something with the resident, yeah.

Dave Klimisch:

It's open during the day?

Fran Brzezinski:

No, it's not open during the day, but we have onsite people there during the day to accommodate?

Dave Klimisch:

Okay.

John Steinbrink:

Somebody needs to verify somehow.

Nathan Thiel:

Staff will work with Fran. I know in other just when I was coming to the area I was in an apartment-type situation, and it was a similar scenario where if I had somebody visit I had to go actually down and open up the gate. I don't think this is a circumstance or -- it's not unheard of. But I'm sure that Fran as he manages this hill he'll think of ways to provide better service or more efficiency to his tenants.

John Steinbrink:

Is this something new to your complexes or is this something you do at all?

Fran Brzezinski:

Typically a project like this would not have it fully gated and fenced. I mean you look at all the other projects even in Pleasant Prairie you don't have gated, fenced kind of situations. So this is sort of unique in that regard. So usually it's more -- it's a little bit unique, and we're muscling our way through it if you will. What you talk about is probably the biggest logistical issue we have not so much with police and fire but mostly for residents and visitors.

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Nathan Thiel:

Within a commercial area where this is being located it makes sense to have it gated. I just referred to an apartment facility here in Kenosha County that also is kind of in a similar make as far as uses and was gated. And, again, it worked.

John Steinbrink:

Okay.

Dave Klimisch:

I move approval of Ordinance 18-35 for the Comprehensive Plan amendment.

Michael Serpe:

Second.

John Steinbrink:

We have a motion and a second. Is there further discussion? A roll call vote has been requested.

Jane Snell:

Kris Keckler?

Kris Keckler:

Aye.

Dave Klimisch:

Aye.

John Steinbrink:

Aye.

Mike Pollocoff:

Aye.

Michael Serpe:

Aye.

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**KLIMISCH MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #18-35 FOR COMPREHENSIVE PLAN AMENDMENTS AS IT RELATES TO PROPOSED BREEZE TERRACE APARTMENTS GENERALLY LOCATED SOUTH OF CORPORATE DRIVE AND EAST OF 116TH AVENUE; SECONDED BY SERPE; ROLL CALL VOTE – KECKER – YES; KLIMISCH – YES; STEINBRINK – YES; POLLOCOFF – YES; SERPE – YES; MOTION CARRIED 5-0.**

Kris Keckler:

Move approval of Ordinance 18-36.

Mike Pollocoff:

Second.

Kris Keckler:

Do you want those together or separate?

Jean Werbie-Harris:

It doesn't matter.

John Steinbrink:

Motion and a second on Ordinance 18-36. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KECKLER MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCES #18-36 FOR A ZONING MAP AND ZONING TEXT AMENDMENTS AS IT RELATES TO BREEZE TERRACE APARTMENTS GENERALLY LOCATED SOUTH OF CORPORATE DRIVE AND EAST OF 116TH AVENUE; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.**

Dave Klimisch:

Move approval of 18-37.

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Michael Serpe:

Second.

John Steinbrink:

We have a motion and a second on Ordinance 18-37. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**KECKLER MOVED TO CONCUR WITH THE PLAN COMMISSION  
RECOMMENDATION AND ADOPT ORDINANCES #18-37 FOR A ZONING MAP AND  
ZONING TEXT AMENDMENTS AS IT RELATES TO BREEZE TERRACE APARTMENTS  
GENERALLY LOCATED SOUTH OF CORPORATE DRIVE AND EAST OF 116TH AVENUE;  
SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.**

Michael Serpe:

Move approval of the Certified Survey Map and the DSIS system.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second on Item D. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

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**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE CERTIFIED SURVEY MAP, MEMORANDUM OF UNDERSTANDING, DIGITAL SECURITY IMAGING SYSTEM AGREEMENT AND DSIS ACCESS EASEMENT FOR THE PROPOSED BREEZE TERRACE APARTMENTS GENERALLY LOCATED SOUTH OF CORPORATE DRIVE AND EAST OF 116TH AVENUE; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

John Steinbrink:

Thank you, Fran.

Fran Brzezinski:

Thank you.

- E. Receive Plan Commission recommendation and consider for approval Resolution #18-28 a Final Condominium Plat, Development Agreement and Related Exhibits relating to property located north of Main Street at 47th Avenue for the second phase of The Cottages at Village Green.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is the request of Mark Eberle who is the engineer for Nielson Madsen and Barber as well as Doug Stanich who is the developer and owner. And this is for Resolution 18-38, and this is for the Final Condominium Plat, Development Agreement and related exhibits. And this is for The Cottages at Village Green. It's the Phase 2 which includes 41 condominium units and 29 single condominium units, which is 29 single units and six 2-unit buildings.

The Conceptual Plan for some background and previous approvals, the Conceptual Plan for the Cottages at Village Green Heights was conditionally approved by the Board on April 3, 2017. At that time 72 condominium units were approved, 38 single units and 17 2-unit buildings. The Preliminary Condominium Plat was conditionally approved by the Village Board on June 5, 2017. And at that time it was divided up into two phase, Phase 1 which is on the south end of the development, and Phase 2 which is on the north end of the development. Phase 1, again, is really abutting Main Street. And Phase 2 is that area north of Main Street on either side of 98th Street.

The final condominium for Phase 1 was approved on August 21, 2017. At that time there were nine single-unit buildings and 11 two-unit buildings approved with an expansion area to the north. And that project is well under way, under construction with respect to the new units. The public improvements have been completed. And so they're at a point where because of the number of reservations and the number of units that people are desiring that they wanted to move quickly with the final plat for Phase 2. So this evening the Final Condominium Plat for Phase 2 is being considered with 41 condominium units. The final plat is in order.

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Just as with the previous phase they're considering four different ranch models ranging in size from 1,460 to 1,830 square feet, and two story Cape Cod style units ranging from 1,900 to 2,200 square feet. The housing units will provide for either two or three bedrooms with first floor masters, two or two and a half baths, full basements, two car garages and covered porches. It's still anticipated that the units will range from \$270,000 to \$370,000 each. They do have models open at this time for viewing.

Municipal improvements, municipal sanitary sewer and water have been extended to service the initial Phase 1 condominium units. And Phase 2 will also include that extension of sewer and water within 98th Street, water in a portion of 46th Court to service the remainder of the development. That original stormwater basin at the southeast corner of the site is intended to service this entire development, both Phase 1 and Phase 2.

Construction access to the development area is intended to be 47th Avenue north into the development as was originally proposed as part of the Conceptual Plan. The building of the condo units with respect to their construction activity that will come north as well on 47th Avenue. All of the local roadways within the Village Green Heights development will be avoided, not used with heavy construction equipment.

Again, this is a matter for a resolution for a final consideration of the Final Condominium Plat for Phase 2. The documents are in order. We have to make copies and things like that and get all the signatures and things like that, but we are ready to continue to move forward. And we're working with their bank credit union to finalize the documents for them to close everything up. Their contractor is very anxious to get moving on their second phase to continue the work to try to get everything done this fall. That's their plan. If not the second final lifts might carry over until next spring depending on weather. The staff recommends approval as presented conditionally upon the staff memo.

Michael Serpe:

John, I'd move approval of Resolution 18-28.

Kris Keckler:

Second.

John Steinbrink:

We have a motion and a second for approval of 18-28. Further discussion?

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION  
RECOMMENDATION AND APPROVE RESOLUTION #18-28 A FINAL CONDOMINIUM  
PLAT, DEVELOPMENT AGREEMENT AND RELATED EXHIBITS RELATING TO  
PROPERTY LOCATED NORTH OF MAIN STREET AT 47TH AVENUE FOR THE SECOND  
PHASE OF THE COTTAGES AT VILLAGE GREEN; SECONDED BY KECKLER; MOTION  
CARRIED 5-0.**

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Dave Klimisch:

Is anybody moving in yet?

Jean Werbie-Harris:

I'm sorry?

Dave Klimisch:

Are there any people moving in yet, any units all finished?

Jean Werbie-Harris:

I think we just have the model. One has moved in. I don't know how many units are completed. You want to come up for just a minute, Doug? Are both models open right now?

Doug Stanich:

Not quite complete but close. Doug Stanich, 3116 86th Street, Unit 101. Right now I think we have about 12 that are in one phase or another under construction. And we're about to -- actually we're starting excavating another duplex, and we've got about two or three others right behind it. So it's moving very well. We took three more reservations over the weekend.

Michael Serpe:

How many reservations in total, Doug?

Doug Stanich:

We're in the mid 30s, a little over half way through.

Michael Serpe:

Good, good.

Dave Klimisch:

There's 41 in the first phase?

Doug Stanich:

Thirty one in the first, 41 in the second.



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John Steinbrink:

Thank you, Doug. We had a motion and a second. No further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

- F. Receive Plan Commission recommendation and consider for approval Ordinance #18-38 a Zoning Text Amendment to amend Chapter 420 as it relates to Rocket Wash/Merlin Muffler/Martino's Dry Cleaning PUD.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a Zoning Text Amendment, Ordinance 18-38. And this is the request to amend or modify Chapter 420, Attachment 3, Appendix C. This is the specific development for the Rocket Wash/Merlin Muffler/Martino's Dry Cleaning. This has to do with their PUD. On July 11, 2018 the Plan Commission conditionally approved their site and operational plans and their Conditional Use Permit for their properties located at 8531 and 8601 75th Street. Specifically the gasoline facility building, canopy, fueling stations, underground tanks that's all been removed. And so they're under construction with the new Rocket Wash facility. That western tenant, Merlin Muffler that is still in place and is continuing to operate. On June 18th the Board approved their Zoning Text Amendment which was 18-31 to create a PUD for that development.

But at this time as they continue to evaluate their signage on the site some of their signage did not look like it was sized appropriately. It looked a little small based on the size of the site and the distance from Highway 50. And so they've asked to increase the total square footage of their signage with this PUD amendment from 150 square feet to 205 square feet. The staff does not see any objection to this, and this will allow for the installation actually of three wall signs on the three different sides. So we think that that will benefit this particular development, one on the west, one on the east and one on the north. And then we also were correcting a couple of typos in the PUD. But the staff at the Plan Commission meeting recommended approval of the Zoning Text Amendment Ordinance 18-38 as presented and are requesting the Village Board to do the same.

Michael Serpe:

Move approval of 18-38.

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Dave Klimisch:

Second.

John Steinbrink:

We have a motion and a second for 18-38. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION  
RECOMMENDATION AND ADOPT ORDINANCE #18-38 A ZONING TEXT AMENDMENT  
TO AMEND CHAPTER 420 AS IT RELATES TO ROCKET WASH/MERLIN  
MUFFLER/MARTINO'S DRY CLEANING PUD; SECONDED BY KLIMISCH; MOTION  
CARRIED 5-0.**

- G. Receive Plan Commission recommendation and consider a time extension of an approval of the DOT Memorandum of Understanding regarding Main Street Market Development.**

Nathan Thiel:

Basically we have the memorandum. We've been working with the developer. There was one minor clarification that they were seeking from DOT. Otherwise it's ready to go. But we'll basically postpone it until the next meeting. But by that time we should be ready to move forward on this MOU.

Jean Werbie-Harris:

So our next meeting won't be until September 17th. So with the development agreement we need to grant an extension until at least that night for the Board to approve their MOU.

Nathan Thiel:

No, we need action to extend the deadline to the 17th because the deadline is -- Jean, do you remember the exact, it was a 90 day --

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Jean Werbie-Harris:

Ninety days so it would have been sometime within this week. So we just want to extend the time frame pursuant to the development agreement to give ourselves a little bit more time because we need to get some additional answers from the DOT.

Dave Klimisch:

And that 17th will be enough or do we need another day or two?

Jean Werbie-Harris:

That's the next Board meeting.

Nathan Thiel:

And it's a month away. That should be plenty of time.

Jean Werbie-Harris:

Right. So maybe we extend it to the next day so we can get signatures, until September 18th.

Mike Pollocoff:

I don't know if we can really act on that.

Dave Klimisch:

Recommend granting a time extension to September 18th for the Memorandum of Understanding of the DOT.

Mike Pollocoff:

It looks like we weren't able to get this thing [inaudible].

[Inaudible]

Nathan Thiel:

There's no content to present. It's on the agenda as Item G.

Jean Werbie-Harris:

So we're just asking for an extension of time.

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John Steinbrink:

And your motion again was?

Dave Klimisch:

The motion was to grant the time extension until September 18th --

Mike Pollocoff:

I'll second that.

Dave Klimisch:

-- regarding the Memorandum of Understanding with the DOT.

John Steinbrink:

Motion and a second. Any further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**KLIMISCH MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVED A TIME EXTENSION OF AN APPROVAL OF THE DOT MEMORANDUM OF UNDERSTANDING REGARDING MAIN STREET MARKET DEVELOPMENT TO SEPTEMBER 18, 2018; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.**

**H. Receive Plan Commission recommendation and consider a time extension of an approval of the Gateway at LakeView Corporate Park Declaration of Development Standards and Protective Covenants.**

Nathan Thiel:

So this is a similar situation. They had 45 days within their developer's agreement to bring declarations to the Board for approval. The Village staff have provided our comments back to WisPark, LLC, and we're basically waiting for them to provide the declarations. So we're being a little bit benevolent by extending the time frame. But it is necessary in order to make sure that this developer's agreement proceeds forward in proper order. It would be the same, we'd be looking for the 17th, the next Board meeting, so the 18th.

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Michael Serpe:

I move to grant the extension to September 18th.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second for granting the extension. Further comment or question? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A TIME EXTENSION OF AN APPROVAL OF THE GATEWAY AT LAKEVIEW CORPORATE PARK DECLARATION OF DEVELOPMENT STANDARDS AND PROTECTIVE COVENANTS TO SEPTEMBER 18, 2018; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

**I. Consider and approve Ordinance #18-34 amending Chapter 355 of the Municipal Code as it relates to Well Regulation Program.**

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening we have before you updates and additions to our ordinance for our Well Regulation Program. And we're required by the DNR to do well inspection on any property that has well and municipal water service in the same facility. One, we have to make sure that there's no cross connection. Two, we have to go through and check the well. So we do issue a permit. The permit is good for five years, and we have to do an inspection.

The purpose of this ordinance revisions or update is to be allowed just to charge one fee of \$50 for the permit and for the inspection. It happens every five years. The current process is you come in to do your application, its \$25. Once you pass your well sample you have to come back into Village Hall, pay another \$25 for the permit which lasts five years. It's very confusing. Current regulation we cannot put it on the utility bills. So now as these come forward we can do a one-time charge, \$50 on the utility bill which will include the inspection and the permit. If for some reason the inspection fails then we charge an addition re-inspection for \$25 for every time

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that they fail. So we do believe this will streamline the process, make the residents happy, really help finance with the billing process because now we can just put it right on their utility bill.

Dave Klimisch:

So moved.

Mike Pollocoff:

Second.

John Steinbrink:

We have a motion and a second on Item I for Ordinance 18-34. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**KLIMISCH MOVED AND ADOPTED ORDINANCE #18-34 AMENDING CHAPTER 355 OF THE MUNICIPAL CODE AS IT RELATES TO WELL REGULATION PROGRAM; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.**

**J. Consider and approve Ordinance #18-39 amending Chapter 305 of the Municipal Code as it relates to Construction and Maintenance of Sidewalks and Driveway Approaches.**

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening we do bring before you an amendment to Chapter 305. This year has been the year of sidewalks. And so we took a little bit of time to go through the ordinance as it stands, and we just made a couple of clarifications on there. A couple of the highlights of it, not that it's super exciting, is that we currently require anyone that works within public right of way to have a pre-qualification. And it's a pretty cumbersome process because it was intended for large construction projects, utility projects. Some of the smaller contractors that are more than qualified could do the work of a sidewalk repair or replacement are really kind of excluded from this just because of our pre-qualification process.

So we took a little bit of time, we went through the process. And we're going to require a license instead of a pre-qualification process. They'll still have to be bonded. There will be a review by staff. It will be a much less stringent process than the large developer that comes in, hires a big

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contractor to do a water main or a road or something like that. This will really help out the residents that have some sidewalk and needs to be replaced. It will really open up the door to some smaller contractors that are more than qualified to do the work. That's really the highlight of what we're hoping to improve this evening. And the details were included in your packet, and I can answer any additional questions you may have.

Michael Serpe:

Move approval of 18-39.

Kris Keckler:

Second.

John Steinbrink:

We have a motion and a second for adoption of Ordinance 18-39. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO ADOPT ORDINANCE #18-39 AMENDING CHAPTER 305 OF THE MUNICIPAL CODE AS IT RELATES TO CONSTRUCTION AND MAINTENANCE OF SIDEWALKS AND DRIVEWAY APPROACHES; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

**K. Consider and approve Letter of Credit Reduction No. 6 for The Cottages at Village Green.**

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening we bring before you a letter of credit reduction for public improvements for The Cottages Phase 1. Phase 1 is located just to the north of Village Green subdivision. All the public improvements are complete in Phase 1. And as you are aware we just approved the Phase 2 which will be starting soon. So left for the letter of credit is \$687,050.50. We estimated the amount of work that has to be complete which is just some street trees, some work in the terrace, some smaller work like that in the amount of \$138,000. We did take a retainage of the public improvements.

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Public improvements to date were \$857,000, so we take 10 percent of that, hold it as retainage until the warranty period is up which is \$85,000. So the total we're going to hold will be the amount of the balance to keep plus the retainage for warranty of the public improvements. So we're going to hold \$224,512.32 which will leave a reduction in the letter of credit to \$462,538.18. The reason for this large amount of reduction is that when we originally held the LLC, when we were given the amount of construction costs some of the private construction was included in the cost of the public construction. So we held it. We do not hold any warranties or any credits for the private component of it. So it's just kind of a reconciliation of it at that time, and that's why there is such a large amount at the end of the project. But staff went through, worked with the developer, and I do recommend the reduction as stated in the Board packet.

Mike Pollocoff:

I move we authorize the reduction of \$462,538.18.

Dave Klimisch:

Second.

John Steinbrink:

We have a motion and a second. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**POLLOCOFF MOVED TO AUTHORIZE THE LETTER OF CREDIT REDUCTION NO. 6 FOR THE COTTAGES AT VILLAGE GREEN OF \$462,538.18; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

**L. Consider and approve Resolution #18-26 to dispose of a surplus vehicle.**

Chief Roepke:

Mr. President and members of the Board, for your consideration to remove from the fleet and send to auction a 2006 Dodge Durango that's no longer currently in service. So we would take that vehicle and bring it to auction like we've done with other vehicles in the past.

Dave Klimisch:

Move approval of Resolution 18-26.



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Michael Serpe:

Second.

John Steinbrink:

Chief, with all that washing and waxing and I still see rust.

Chief Roepke:

A lot of salt.

John Steinbrink:

Okay. A motion and a second. Any further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KLIMISH MOVED TO APPROVE RESOLUTION #18-26 TO DISPOSE OF A SURPLUS VEHICLE, 2006 DODGE DURANGO; SECONDED BY SERPE; MOTION CARRIED 5-0.**

**10. VILLAGE BOARD COMMENTS**

John Steinbrink:

Everybody getting ready for Halloween because this is when we make our decision what day and what time.

Mike Pollocoff:

Do we have alternatives from staff?

Michael Serpe:

It will be during the day.

Dave Klimisch:

Just on the sidewalks.

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John Steinbrink:

That's going to be a determining factor.

**11. ADJOURNMENT**

Michael Serpe:

Move to adjourn.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second for adjournment. Those in favor?

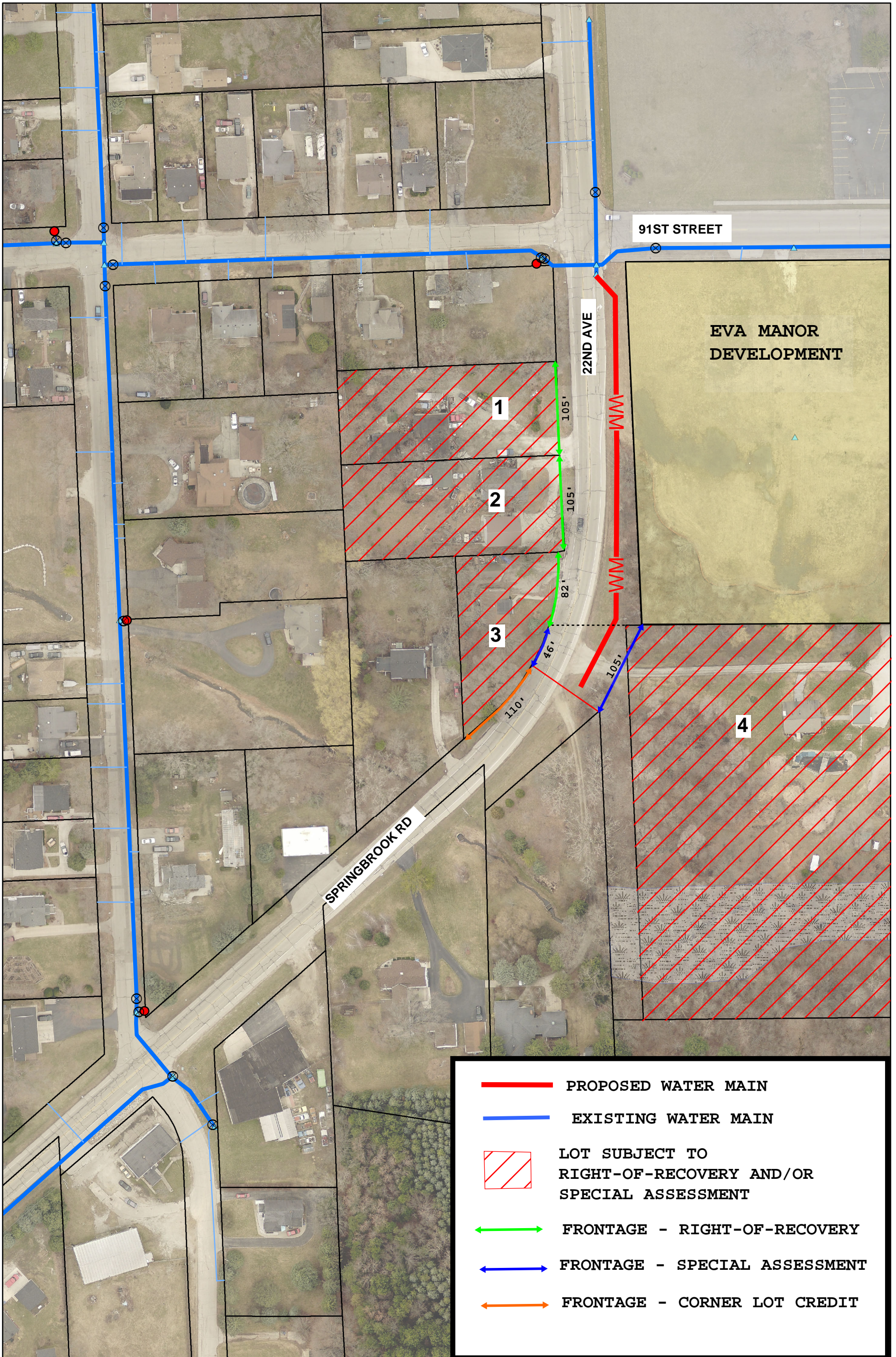
Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KECKLER;  
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:37 P.M.**



**EVA MANOR DEVELOPMENT  
WATER MAIN EXTENSION  
PRELIMINARY RIGHT-OF-RECOVERY / SPECIAL ASSESSMENT MAP**

## **RESOLUTION #18-29**

**PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE  
SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE  
CONSTRUCTION OF THE 22<sup>ND</sup> AVENUE WATER MAIN EXTENSION IN THE  
VILLAGE OF PLEASANT PRAIRIE. THE PROJECT GENERALLY CONSISTS OF A  
12-INCH WATER MAIN AND APPURTENANCES BEGINNING AT 91<sup>ST</sup> STREET  
EXTENDING SOUTH APPROXIMATELY 475 FEET ALONG 22<sup>ND</sup> AVENUE.**

**RESOLVED**, by the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin:

1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property with the construction of the 22<sup>nd</sup> Avenue Water Main in the Village of Pleasant Prairie. The project generally consists of a 12-inch water main and appurtenances beginning at 91<sup>st</sup> Street extending south approximately 475 feet along 22<sup>nd</sup> Avenue.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
  - A. Preliminary plans and specifications for the improvements.
  - B. An estimate of the entire cost of the proposed improvements.
  - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection
6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the

time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.

7. The hearing shall be held at the regular meeting place of the Governing Body at a time set by the Clerk in accordance with Section 66.0703(7(a)), Wis. Stats.

**Passed and adopted this 17<sup>th</sup> day of September, 2018.**

VILLAGE OF PLEASANT PRAIRIE

---

John P. Steinbrink, President

Attest:

---

Jane C. Snell, Clerk

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



NOTICE TO RESIDENTS  
OF  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

An open meeting of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, will be held in the Village Hall, 9915 - 39<sup>th</sup> Avenue, Pleasant Prairie, WI on Monday, September 17<sup>th</sup>, 2018 at 6:00 p.m. to consider:

- A. The adoption of a preliminary resolution declaring intent to exercise special assessment police powers in connection with the construction of water main improvements along 22<sup>nd</sup> Avenue in the Village of Pleasant Prairie. The project generally consists of the construction of an 12-inch water main and appurtenances starting at 91<sup>st</sup> Street extending south approximately 475-feet along 22<sup>nd</sup> Avenue.
- B. Other items set forth on the agenda of said meeting which are available in the municipal offices.

Dated: September 13, 2018

---

Jane C. Snell  
Village Clerk

Publish one (1) time  
September 13, 2018

**THESE ITEMS ARE RELATED AND WILL BE DISCUSSES AT THE SAME TIME; HOWEVER, SEPARATE ACTION IS REQUIRED**

Consider the request of Craig and Christine Miller, on behalf of the Christiansen Trust/Oliver and Patricia Christiansen for approval of a **Certified Survey Map** to subdivide the property located at 9109 River Road and create a 5-acre parcel for the construction of a single family home.

Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the September 17, 2018 Village Staff Report.

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-40)** for the request of Craig and Christine Miller, on behalf of the Christiansen Trust/Oliver and Patricia Christiansen property located at 9109 River Road to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to place the field delineated wetland area within the Primary Environmental Corridor with a field verified wetland land use designation; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.

On August 27, 2018 the Plan Commission approve Resolution #18-21 and recommended that the Village Board approve the **Comprehensive Plan Amendment (Ord. #18-40)** as presented in the September 17, 2018 Village Staff Report.

Consider approval of a **Zoning Map Amendment (Ord. #18-41)** for the request of Craig and Christine Miller, on behalf of the Christiansen Trust/Oliver and Patricia Christiansen to rezone the field delineated wetlands areas on a portion of the property located at 9109 River Road into the C-1, Lowland Resource Conservancy District from the A-3, Limited Agricultural District.

Plan Commission recommends that the Village Board approve the **Zoning Map Amendment (Ord. #18-41)** as presented in the September 17, 2018 Village Staff Report.

## VILLAGE STAFF REPORT OF SEPTEMBER 17, 2018

Consider the request of Craig and Christine Miller, on behalf of the Christiansen Trust/Oliver and Patricia Christiansen for approval of a **Certified Survey Map** to subdivide the property located at 9109 River Road and create a 5-acre parcel for the construction of a single family home.

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-40)** for the request of Craig and Christine Miller, on behalf of the Christiansen Trust/Oliver and Patricia Christiansen property located at 9109 River Road to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to place the field delineated wetland area within the Primary Environmental Corridor with a field verified wetland land use designation; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.

Consider approval of a **Zoning Map Amendment (Ord. #18-41)** for the request of Craig and Christine Miller, on behalf of the Christiansen Trust/Oliver and Patricia Christiansen to rezone the field delineated wetlands areas on a portion of the property located at 9109 River Road into the C-1, Lowland Resource Conservancy District from the A-3, Limited Agricultural District.

*The petitioner is requesting approval of a Certified Survey Map to create a 5-acre lot and to correct the land use map and zoning map to reflect the field delineated wetlands within the proposed lot.*

**Previous Approvals:** On January 15, 2018, the Village Board conditionally approved a variance from Section 395-72 (A) of the Village Land Division and Development Control Ordinance to allow for a 5-acre lot to be subdivided from the property located at 9109 River Road owned by Oliver and Patricia Christiansen Trustees of the Christiansen Trust for the construction of a single family home without the extension of, or the connection to municipal sanitary sewer. Municipal sanitary sewer is currently located on CTH C (Wilmot Road) east of the Des Plaines River. Although sanitary sewer is expected to be extended within CTH C west of the Des Plaines River and possibly south on 114<sup>th</sup> Avenue in the future, where sanitary sewer could serve urban development on both sides of 114<sup>th</sup> Avenue; as the road continues south and becomes River Road further urban development is not likely due to the large amount of wetlands and 100-year floodplain. Furthermore, the extension of municipal sanitary sewer within River Road would be very costly and would service very few homes. If municipal sanitary sewer is required to be extended due to failing on-site sanitary sewerage systems, the property owners would likely install holding tanks. If that was not possible, they would be required to pay the costs for the extension of municipal sanitary sewer and connecting to the sewer. A soil test was completed and Kenosha County has indicated that an on-site sewerage system could be installed on the proposed property. A new home will also need to install a well since municipal water is not located within River Road.

**Certified Survey Map:** The property is currently zoned A-3, Limited Agricultural District and portions of the property are zoned C-1, Lowland Resource Conservancy District and FPO, Floodplain Overlay District. The A-3 District requires lots to be a minimum of 5-acres with 300 feet of road frontage. At least 50% of the lot shall be located outside of the wetlands and the 100-year floodplain.

The petitioner is requesting to create a 5-acre property with over 400 feet of frontage on River Road that meets the aforementioned minimum requirements for the construction of a single family home. The new home on the property shall meet the following minimum setbacks:

- Street Setback: 40 feet
- Side Setback: 25 feet
- Rear Setback: 50 feet
- Wetland Setback: 25 feet

In addition, no structures are allowed to be constructed within the 100-year floodplain and the first floor elevation of the home shall be set a minimum of 2 feet above the 100-year floodplain elevation.



**100-Year Floodplain and Dry Land Access:** As a condition of the aforementioned Variance, dry land access will be required and the driveway will need to be filled a minimum of 2 feet above the 100-year floodplain. However, since the required compensation for the filling the 100-year floodplain will be done on the property within the existing 100-year floodplain, a floodplain boundary adjustment will not be required to be approved by the Federal Emergency Management Agency (FEMA).

Although the driveway will not be physically located within the 100-year floodplain it will still be mapped as 100-year floodplain since the petitioners have decided not to submit an official map amendment to FEMA. Note: the petitioners are aware that they may be required to purchase flood insurance or have other approvals from FEMA as may be required by their mortgage company. As part of the required erosion control permit required to fill the driveway area, detailed information shall be submitted showing what is being filled (volume of fill) and area within the 100 year floodplain being created to compensate for the floodplain being filled to be reviewed and approved by the Village Engineer.

**Wetland Delineation:** On May 29, 2018 a wetland delineation was completed for the proposed 5-acre property by Tina Myers, PWS with RA Smith, a Wisconsin Department of Natural Resources (WI DNR) Professional Assured Wetland Delineator and delineated four wetland areas on the property.

**Land Use Map and Zoning Map Amendments:** The field delineated wetland areas are proposed to be located within the Primary Environmental Corridor with a field verified wetland land use designation on the Village 2035 Land Use Plan Map and are proposed to be rezoned into the C-1, Lowland Resource Conservancy District. The location of the 100-year floodplain is not being changed.

## **RECOMMENDATIONS**

### **Plan Commission recommends that Certified Survey Map be approved subject to the following comments and conditions:**

1. The ***attached*** changes shall be made to the CSM and resubmitted for Village staff review prior to executing and recording the CSM.
2. Execution and recording of the Variance Grant document pursuant to the January 15, 2018. The variance grant document will be drafted by the Village and will be required to be recorded prior to recording the CSM.
3. Verification that all outstanding taxes and special assessments shall be paid prior to recording the CSM. According to the Village Finance Department there are no outstanding taxes or special assessments due on the property.

### **Plan Commission recommends that the Village Board approve the Comprehensive Plan Amendment (Ord. #18-40) as presented.**

### **Plan Commission recommends that the Village Board approve the Zoning Map Amendment (Ord. #18-41) as presented.**

DEV1806-003  
CODE1807-003  
CODE1807-004

Clearly show and legally describe all wetland area on the lot.

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

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

○ INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

WETLANDS DELINEATED BY R.A. SMITH JUNE, 2018

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SE 1/4 OF SECTION 18, T 1 N, R 22 E, WHICH BEARS S89°39'13"E. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

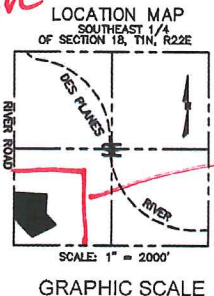
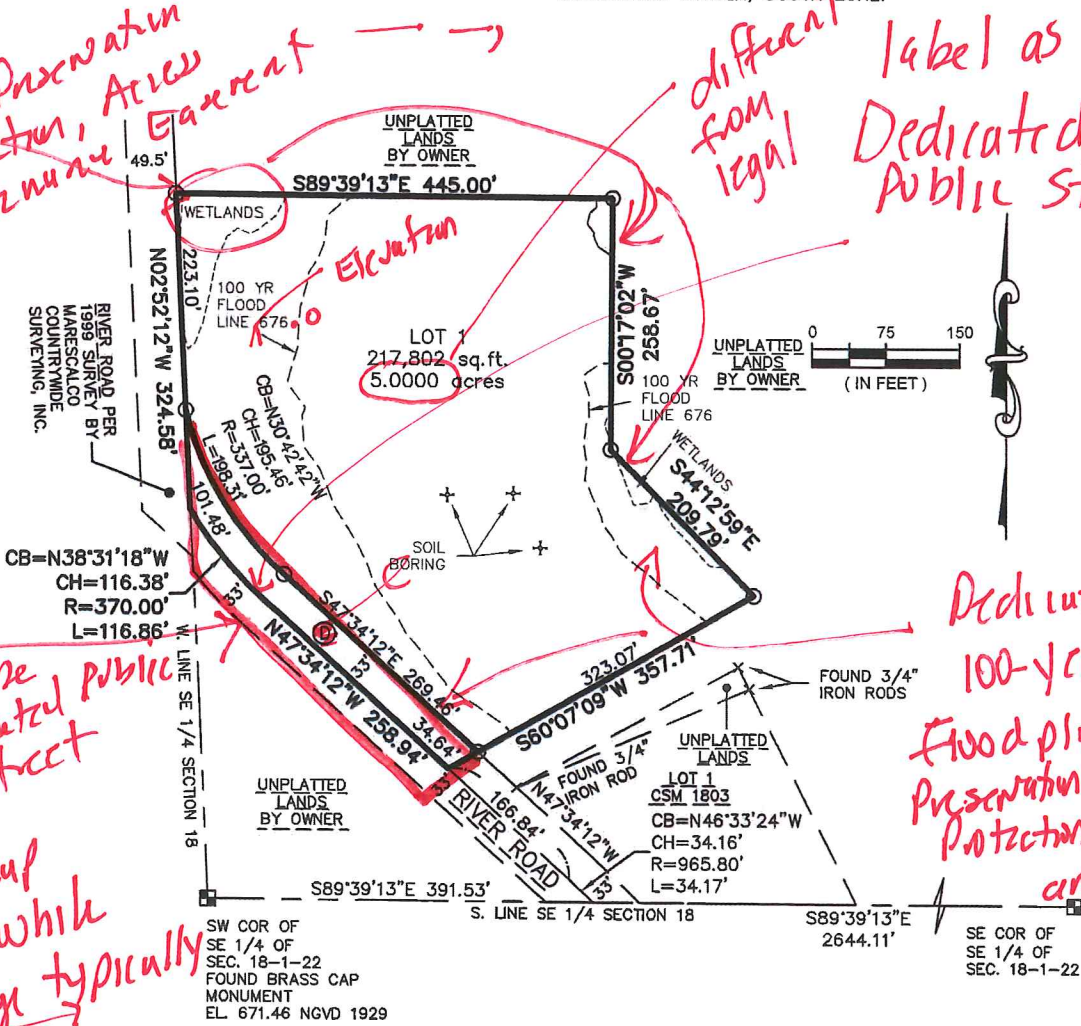
*Dedicated wetland preservation and protection, access and maintenance Easement*

*different from legal label as Dedicated Public Street*

*Show Entire R-O-W show to be Dedicated Public Street*

*Dedicated 100-year Flood plain Preservation and Protection, Access and Maintenance Easement*

*\* Make location map larger - while the village typically requires entire property to be shown - we will allow just property if more clearly defined*



*show boundary of original parcel*

**raSmith**  
16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

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

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }  
                                  :SS  
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a division of that part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing the Southwest corner of said 1/4 Section; thence South 89°39'13" East along the South line of said 1/4 Section a distance of 391.53 feet to a point in the centerline of River Road; thence Northwesterly 34.17 feet along said centerline and an arc of a curve whose center lies to the Southwest, whose radius is 965.80 feet and whose chord bears North 46°33'24" West 34.16 feet to a point; thence North 47°34'12" West along said centerline 166.84 feet to the point of beginning of lands to be described; thence continuing North 47°34'12" West along said centerline 258.94 feet to a point; thence Northwesterly 116.86 feet along said centerline and an arc of a curve whose center lies to the Northeast, whose radius is 370.00 feet and whose chord bears North 38°31'18" West 116.38 feet to a point in the West line of said 1/4 Section; thence North 02°52'12" West along said West line 324.58 feet to a point; thence South 89°39'13" East 445.00 feet to a point; thence South 00°17'02" West 258.67 feet to a point; thence South 44°12'59" East 209.79 feet to a point; thence South 60°07'09" West 357.71 feet to the point of beginning.

Containing 231,511 square feet or 5.3148 acres.

*→ ? Lot 1 shows 5 acres*

THAT I have made this survey, land division and map by the direction of Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, owner of said lands.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Statutes of the State of Wisconsin and the Land Division and ~~Plating~~ *Planning* Regulations of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

*Development Control Ordinance of*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOHN P. CASUCCI (SEAL)  
PROFESSIONAL LAND SURVEYOR S-2055

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

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, as owner, certify that I caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the subdivision regulations of the Village of Pleasant Prairie.

Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

IN Witness Whereof, Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996.

has caused these presents to be signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Oliver G. Christiansen, Trustee

\_\_\_\_\_  
Patricia A. Christiansen, Trustee

STATE OF WISCONSIN }  
                                  :SS  
\_\_\_\_\_ COUNTY }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, Oliver G. Christiansen & Patricia A. Christiansen of the above named Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, to me known as the person who executed the foregoing instrument, and to me known to be the Trustees of said Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, and acknowledged that he executed the foregoing instrument as such officer as the deed of the company, by its authority.

*Kenosha County*

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WISCONSIN  
MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
*Print Name*



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

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

*of Trustees*  
*of Trustees*

VILLAGE BOARD CERTIFICATE OF APPROVAL

APPROVED by the Village Board of the Village of Pleasant Prairie

on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*P.*

\_\_\_\_\_  
JOHN STEINBRINK, VILLAGE PRESIDENT

\_\_\_\_\_  
JANE C. SNELL, VILLAGE CLERK

VILLAGE PLAN COMMISSION APPROVAL

APPROVED by the Planning Commission of the Village of Pleasant Prairie

on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*[Handwritten signature]*

\_\_\_\_\_  
MICHAEL J. SERPE, CHAIRPERSON

*Village Plan  
Commission  
Chairman*

*[Handwritten circle around 'Sheet 5 of 5 Sheets']*

*→ Add all  
dedication  
language*

## **DEDICATION AND EASEMENT PROVISIONS (Draft date August 22, 2018)**

1. The fee interest in the areas shown as a **Dedicated Public Street** on this Certified Survey Map (CSM) was dedicated, given, granted and conveyed by Oliver G. Christiansen and Patricia A. Christiansen Revocable Family Trust (referred to as the Landowner) to the Village of Pleasant Prairie, its successors and assigns (the "Village") as it pertains to River Road for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, street signs, street lights, street trees, sanitary sewerage system improvements if applicable, water system improvements if applicable, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree 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: a nonexclusive easement hereby reserved by the Village for the Owner of Lot 1 within the public street terrace area of the right-of-way for the Lot 1 Owner's required planting, mowing, watering and maintenance of grass in the terrace area, for the maintenance and replanting of public street trees, if required in the terrace area; the construction, maintenance and snow plowing of private driveways benefiting Lot 1. In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Street area shown on this CSM and the rights of the Lot 1 Owner pursuant to the Dedicated Public Street and developer easements identified herein, the rights of the Village shall be deemed to be superior.

The Lot 1 Owner shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement of the snow removal of the private driveways; site grading; placing of topsoil, seeding or sodding and mowing of the street terrace area; in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the Village approvals.

2. A nonexclusive easement coextensive within the areas shown as a **Dedicated Wetland Preservation and Protection, Access and Maintenance Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Lot 1 Owner to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to the Easement areas, the Village shall have no obligation to do anything related to its rights under these Easements.

3. A nonexclusive easement coextensive within the area shown as a **Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement** on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for floodplain conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to the Easement area, the Village shall have no obligation to do anything related to its rights under this Easement.

## RESTRICTIVE COVENANTS

1. Oliver G. Christiansen and Patricia A. Christiansen Revocable Family Trust (the Landowner) hereby covenants that the Lot 1 Owner shall be responsible for all costs associated with the construction and snow removal of the private driveway, grading, placement of topsoil, seeding or sodding and mowing of the public street terrace area abutting Lot 1.

To the extent that the Village performs any such maintenance activities on behalf of the Owner of Lot 1 of this CSM, the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner as special assessments or special charges under Section 66.0627 (or successors and assigns or other 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 this paragraph.

2. The Landowner hereby covenants that the areas shown as a Wetlands Protection and Preservation, Access and Maintenance Easement on this CSM which shall be protected and maintained as a wetland protection and preservation area that no filling, dredging, plant cutting, plant removal or other activity or condition detrimental to its function as a Wetland Preservation and Protection area shall occur or exist within such area or on any surrounding land without written approval of the Village, the Wisconsin Department of Natural Resources or the US Army Corps of Engineers, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner.

To the extent that the Village performs any such wetland maintenance or protection activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner 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 respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

3. The Landowner hereby covenants that the area shown as a Floodplain Protection and Preservation, Access and Maintenance Easement within the Development on this CSM which shall be protected and maintained as a floodplain protection and preservation area that no filling, dredging, or plant removal or other activity or condition detrimental to its function as a Floodplain Preservation and Protection area shall occur or exist within such area or on any surrounding land without written approval of the Village, the Wisconsin Department of Natural Resources or the Federal Emergency Management Agency, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner.

To the extent that the Village performs any such floodplain maintenance or protection activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner 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 respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.



4. The Landowner hereby covenants that the Lot 1 Owner shall maintain, at all times, a dryland driveway access from River Road to the house being constructed on Lot 1.

**ORD. # 18-40**  
**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, hereby approves the following amendments to the Village 2035 Land Use Plan Map 9.9 on a portion of the property located at 9109 River Road (Lot 1 of CSM           ) and further identified as a part of Tax Parcel Numbers 92-4-122-184-0101):

1. The field delineated wetlands as shown and legally described on **Exhibit 1** are hereby placed within the Primary Environmental Corridor with a field verified wetland land use designations. The location of the 100-year floodplain will remain without changes and the non-wetland and non-100-year floodplain areas will remain in the low-medium density residential land use designations.
2. Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is being amended and updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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 amendments.

**Adopted this 17<sup>th</sup> day of September 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

\_\_\_\_\_  
Jane C. Snell  
Village Clerk

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

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

Ord #18 40

CODE1807-003

**ORD. # 18-41**

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

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

The property known as **Lot 1 of CSM** on River Road and located in U.S. Public Land Survey Section 18, Township 1 North, Range 22 East of the 4<sup>th</sup> Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as a part of Tax Parcel Numbers 92-4-122-184-0101 is hereby rezoned as follows: the wetland areas as shown and legally described on said CSM are hereby rezoned into the C-1, Lowland Resource Conservancy District, the non-wetland areas will remain in the A-3, Limited Agricultural District. The location of any 100-year floodplain on the property will remain unchanged.

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 17<sup>th</sup> day of September, 2018.**

**VILLAGE BOARD OF TRUSTEES**

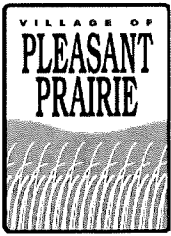
\_\_\_\_\_  
John P. Steinbrink  
Village President

ATTEST:

\_\_\_\_\_  
Jane C. Snell  
Village Clerk

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

41-Miller Wetland  
CODE1807-004



# CERTIFIED SURVEY MAP APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to subdivide the property with a Certified Survey Map (CSM) as hereinafter requested:

Property Location: Part of 9109 River Road  
 Legal Description: Part of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East  
 Tax Parcel Number(s): Part of 92-4-122-184-0101  
 Existing Zoning District(s): A-3, C-1, FPO

**Select all that apply:**

- The property abuts or adjoins State Trunk Highway \_\_\_\_\_
- The property abuts or adjoins County Trunk Highway \_\_\_\_\_
- Municipal Sanitary Sewer is available to service said property
- Municipal Water is available to service said property

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

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

**PROPERTY OWNER:**

Christiansen Trust/  
 Print Name: Oliver & Patricia Christiansen  
 Signature: *Oliver Christiansen*  
 Address: 9109 River Road  
Pleasant Prairie WI 53158  
 (City) (State) (Zip)  
 Phone: 262-694-3497

Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Date: 6-18-2018

**APPLICANT/AGENT:**

Print Name: Craig & Christine Miller  
 Signature: *Craig & Christine Miller*  
 Address: 2880-11th Place, Unit 605  
Kenosha WI 53140  
 (City) (State) (Zip)  
 Phone: 262-705-5187

Fax: \_\_\_\_\_  
 Email: Craigmiller1@live.com  
 Date: 06-18-2018

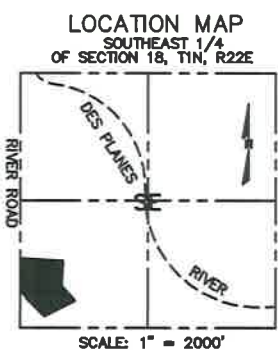
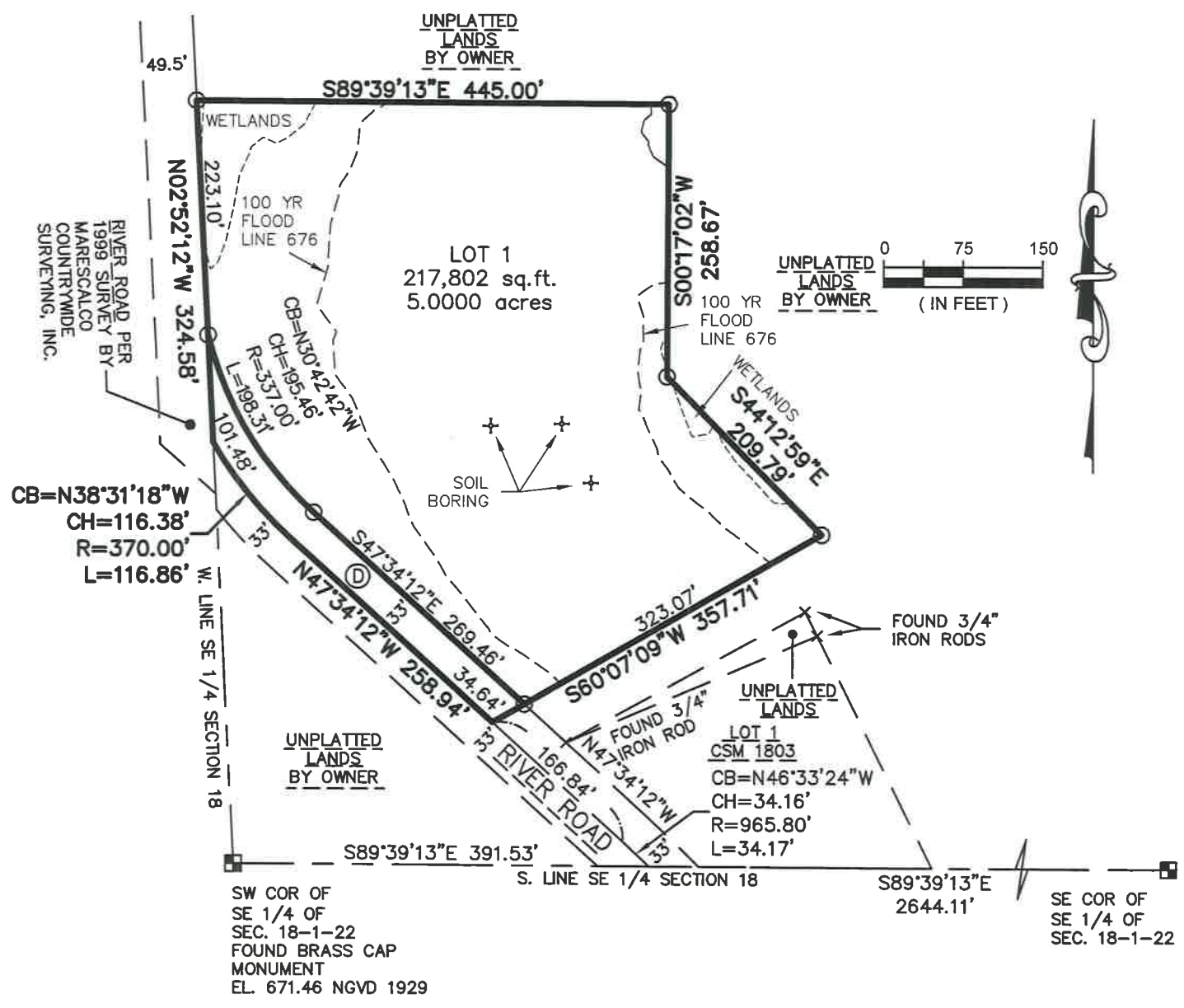
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

○ INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

WETLANDS DELINEATED BY R.A. SMITH JUNE, 2018

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.  
ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SE 1/4 OF SECTION 18, T 1 N, R 22 E, WHICH BEARS S89°39'13"E. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



**WISCONSIN**  
 6-15-18  
 JOHN P. CASUCCI  
 S-2055  
 GEOMORPHOLOGICAL  
 LAND SURVEYOR  
*John P. Casucci*

**raSmith**  
 CREATIVITY BEYOND ENGINEERING  
 16745 W. Bluemound Road  
 Brookfield, WI 53005-5938  
 (262) 781-1000  
[rasmith.com](http://rasmith.com)

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

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }  
                                  :SS  
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a division of that part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing the Southwest corner of said 1/4 Section; thence South 89°39'13" East along the South line of said 1/4 Section a distance of 391.53 feet to a point in the centerline of River Road; thence Northwesterly 34.17 feet along said centerline and an arc of a curve whose center lies to the Southwest, whose radius is 965.80 feet and whose chord bears North 46°33'24" West 34.16 feet to a point; thence North 47°34'12" West along said centerline 166.84 feet to the point of beginning of lands to be described; thence continuing North 47°34'12" West along said centerline 258.94 feet to a point; thence Northwesterly 116.86 feet along said centerline and an arc of a curve whose center lies to the Northeast, whose radius is 370.00 feet and whose chord bears North 38°31'18" West 116.38 feet to a point in the West line of said 1/4 Section; thence North 02°52'12" West along said West line 324.58 feet to a point; thence South 89°39'13" East 445.00 feet to a point; thence South 00°17'02" West 258.67 feet to a point; thence South 44°12'59" East 209.79 feet to a point; thence South 60°07'09" West 357.71 feet to the point of beginning.

Containing 231,511 square feet or 5.3148 acres.

THAT I have made this survey, land division and map by the direction of Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, owner of said lands.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_(SEAL)  
JOHN P. CASUCCI  
PROFESSIONAL LAND SURVEYOR S-2055

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

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, as owner, certify that I caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the subdivision regulations of the Village of Pleasant Prairie.

Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

IN Witness Whereof, Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996.

has caused these presents to be signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Oliver G. Christiansen, Trustee

\_\_\_\_\_  
Patricia A. Christiansen, Trustee

STATE OF WISCONSIN }  
                                  :SS  
\_\_\_\_\_ COUNTY }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, Oliver G. Christiansen & Patricia A. Christiansen of the above named Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, to me known as the person who executed the foregoing instrument, and to me known to be the Trustees of said Oliver G. Christiansen & Patricia A. Christiansen Revocable Family Trust dated December 10, 1996, and acknowledged that he executed the foregoing instrument as such officer as the deed of the company, by its authority.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WISCONSIN  
MY COMMISSION EXPIRES \_\_\_\_\_

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

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing, dedicating and mapping of the land described in the foregoing affidavit of John P. Casucci, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, and by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, and its corporate seal to be hereunto affixed.

(name) (title)

this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
:SS  
COUNTY OF \_\_\_\_\_ }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
\_\_\_\_\_, and \_\_\_\_\_ of the  
(name) (title) (name) (title)

above named organization, to me known as the person(s) who executed the foregoing instrument, and to me known to be the \_\_\_\_\_ and the \_\_\_\_\_ of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

\_\_\_\_\_(SEAL)  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_



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

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

VILLAGE BOARD CERTIFICATE OF APPROVAL

APPROVED by the Village Board of the Village of Pleasant Prairie

on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
JOHN STEINBRINK, VILLAGE PRESIDENT

\_\_\_\_\_  
JANE C. SNELL, VILLAGE CLERK

VILLAGE PLAN COMMISSION APPROVAL

APPROVED by the Planning Commission of the Village of Pleasant Prairie

on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MICHAEL J. SERPE, CHAIRPERSON

RECEIVED

JUL 11 2018

PLEASANT PRAIRIE



COMPREHENSIVE PLAN AMENDMENT

I (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie 2035 Comprehensive Plan as hereinafter requested related to the following property:

Property Location: part of 9109 River Road

Legal Description: Lot 1 of the proposed CSM

Tax Parcel Number(s): part of 92-4-122-184-0101

Check all that apply

- Land Use Plan Amendment: To change the land use designation from To add a wetland land use designation on the portion of the property the was field verified as wetlands as shown on legally described on the attached plat of survey
Neighborhood Plan Amendment to Neighborhood
Other Amendment to the Comprehensive Plan (specify)

Petitioner's interest in the requested amendment:

The wetlands a field delineated by RA Smith in June of 2018 as shown and legally described on the attached plat of survey are proposed to be correctly shown on the land use plan map.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

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

PROPERTY OWNER: Christiansen Trust / Oliver & Patricia Christiansen

APPLICANT/AGENT:

Print Name: Oliver Christiansen
Signature: Patricia Christiansen
Address: 9109 River Road
Pleasant Prairie WI 53158
Phone: (262) 694-3497

Print Name: Craig Miller Christine Miller
Signature: Craig Miller Christine Miller
Address: 2880 11th Place, Unit 605
Kenosha WI 53140
Phone: (262) 705-5187

Fax:

Fax:

Email:

Email: craigmiller1@live.com

Date: 7-8-18

Date: 07-08-18

Community Development Department, 9915 39th Avenue, Pleasant Prairie WI 53158 262-925-6717

RECEIVED

JUL 11 2018

PLEASANT PRAIRIE



ZONING MAP AMENDMENT APPLICATION

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

Property Location: part of 9109 River Road
Legal Description: Lot 1 of the proposed CSM
Tax Parcel Number(s): part of 92-4-122-184-0101
Existing Zoning District(s): A-3 and FPO
Proposed Zoning District(s): A-3, C-1 and FPO
Proposed Use: single family home

Compatibility with Adjacent Land Uses:

The wetlands a field delineated by RA Smith in June of 2018 as shown and legally described on the attached plat of survey are proposed to be rezoned into the C-1, Lowland Resource Conservancy District.

If the property is being zoned into multiple zoning classifications or only a portion of the property is being rezoned (i.e. wetlands area) then submit an exhibit with complete legal description of each zoning classification.

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

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

PROPERTY OWNER: Christiansen Trust/ Oliver & Patricia Christiansen

APPLICANT/AGENT:

Print Name: Oliver Christiansen
Signature: Patricia Christiansen
Address: 9109 River Road
Pleasant Prairie WI 53158
Phone: (262) 694-3497

Print Name: Craig Miller Christine Miller
Signature: Craig Miller Christine Miller
Address: 2880 11th Place, Unit 605
Kenosha WI 53140
Phone: (262) 705-5187

Fax:
Email:
Date: 7-8-18

Fax:
Email: craigmiller1@live.com
Date: 07-08-18

Community Development Department, 9915 39th Avenue, Pleasant Prairie WI 53158 262-925-6717

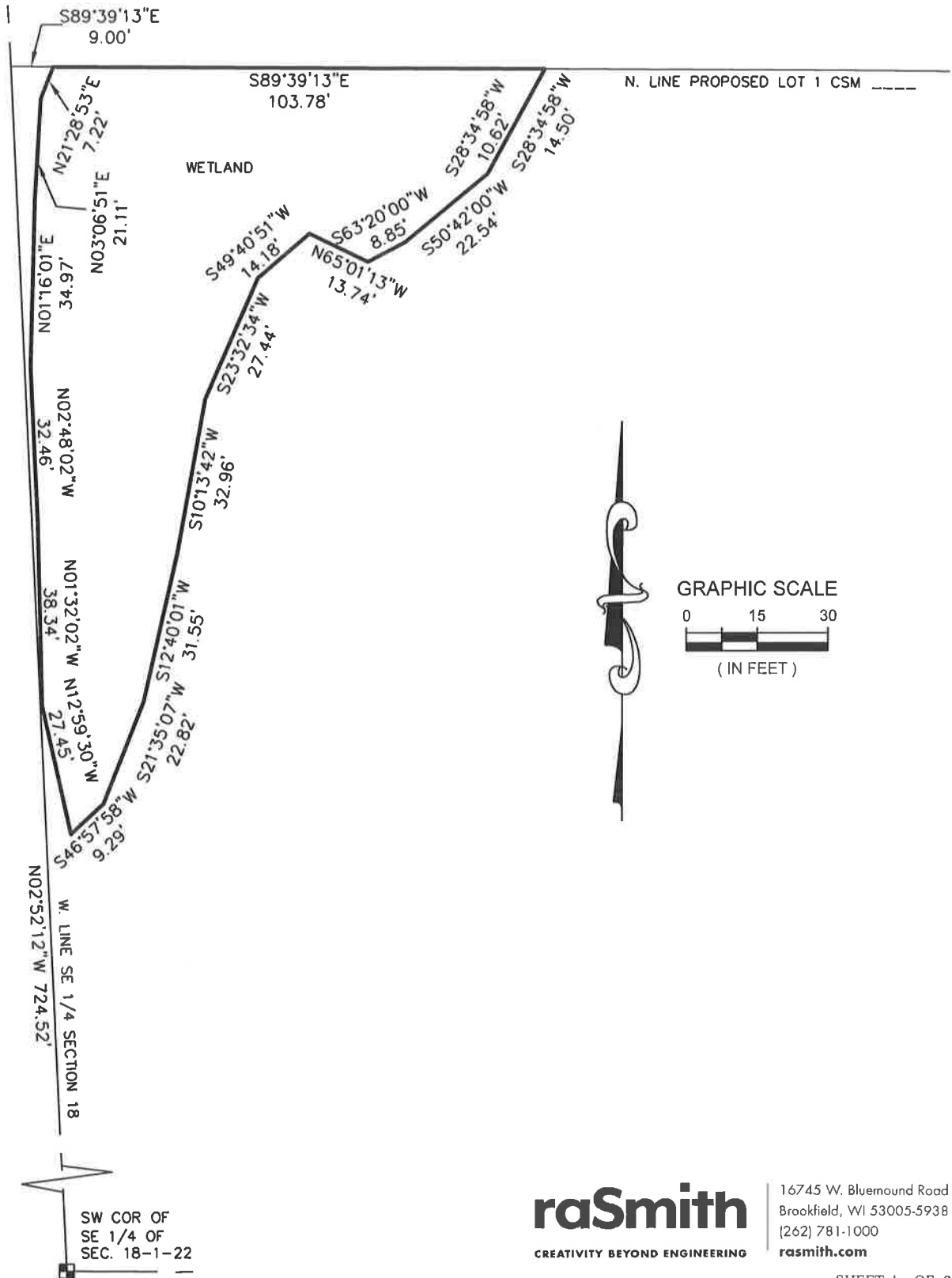
# EXHIBIT

Part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

July 12, 2018

Craig Miller

Drawing No. 167465-RMK



# EXHIBIT

Part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence North 02° 52' 12" West along the West line of said 1/4 Section a distance of 724.52 feet to a point; thence South 89° 39' 13" East 9.00 feet to the point of beginning of lands to be described; thence South 89° 39' 13" East 103.78 feet to a point; thence South 28° 34' 58" West 25.12 feet to a point; thence South 50° 42' 00" West 22.54 feet to a point; thence South 63° 20' 00" West 8.85 feet to a point; thence North 65° 01' 13" West 13.74 feet to a point; thence South 49° 40' 51" West 14.18 feet to a point; thence South 23° 32' 34" West 27.44 feet to a point; thence South 10° 13' 42" West 32.96 feet to a point; thence South 12° 40' 01" West 31.55 feet to a point; thence South 21° 35' 07" West 22.82 feet to a point; thence South 46° 57' 58" West 9.29 feet to a point; thence North 12° 59' 30" West 27.45 feet to a point; thence North 01° 32' 02" West 38.34 feet to a point; thence North 02° 48' 02" West 32.46 feet to a point; thence North 01° 16' 01" East 34.97 feet to a point; thence North 03° 06' 51" East 21.11 feet to a point; thence North 21° 28' 53" East 7.22 feet to the point of beginning.

Said land contains 7,131 square feet.

July 12, 2018

Craig Miller

Drawing No. 167465-RMK

**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

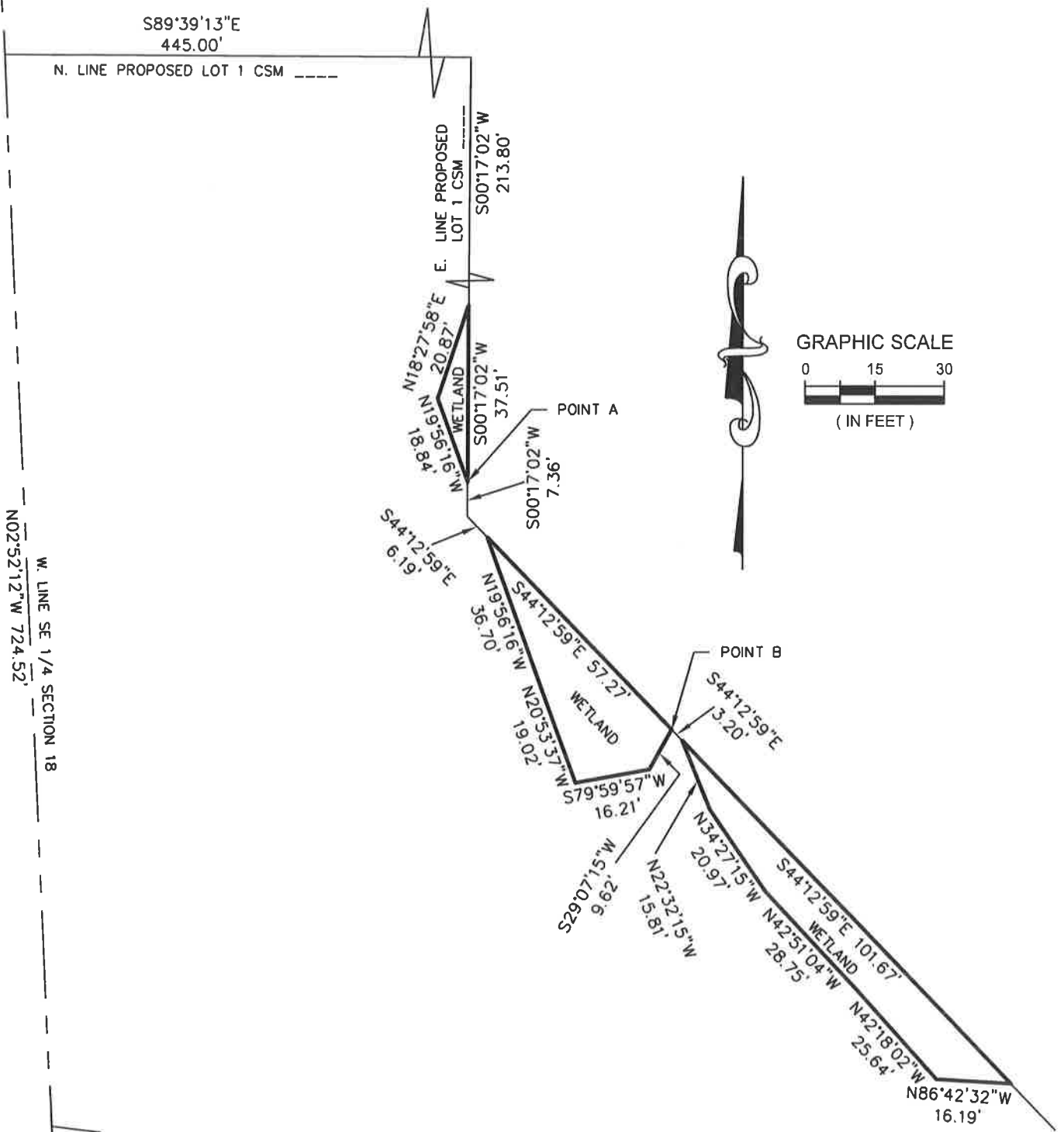
# EXHIBIT

Part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

July 12, 2018

Craig Miller

Drawing No. 167465-RMK



**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

# EXHIBIT

Part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence North 02° 52' 12" West along the West line of said 1/4 Section a distance of 724.52 feet to a point; thence South 89° 39' 13" East 445.00 feet to a point; thence South 00° 17' 02" West 213.80 feet the point of beginning of lands to be described; thence continuing South 00° 17' 02" West 37.51 feet to Point A; thence North 19° 56' 16" West 18.84 feet to a point; thence North 18° 27' 58" East 20.87 feet to the point of beginning.

Said land contains 122 square feet.

ALSO:

Commencing at said Point A; thence South 00° 17' 02" West 7.36 feet to a point; thence South 44° 12' 59" East 6.19 feet to the point of beginning of lands to be described; thence continuing South 44° 12' 59" East 57.27 feet to point B; thence South 29° 07' 15" West 9.62 feet to a point; thence South 79° 59' 57" West 16.21 feet to a point; thence North 20° 53' 37" West 19.02 feet to a point; thence North 19° 56' 16" West 36.70 feet to the point of beginning.

Said land contains 714 square feet.

ALSO:

Commencing at said Point B; thence South 44° 12' 59" East 3.20 feet to the point of beginning of lands to be described; thence continuing South 44° 12' 59" East 101.67 feet to a point; thence North 86° 42' 32" West 16.19 feet to a point; thence North 42° 18' 02" West 25.64 feet to a point; thence North 42° 51' 04" West 28.75 feet to a point; thence North 34° 27' 15" West 20.97 feet to a point; thence North 22° 32' 15" West 15.81 feet to the point of beginning.

Said land contains 815 square feet.

July 12, 2018

Craig Miller

Drawing No. 167465-RMK

**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

**ORD. #18-42**

**ORDINANCE TO AMEND  
SECTION 348-8 D RELATED TO PROHIBITED PARKING REQUIREMENT  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN, DO HEREBY ORDAIN THAT THE FOLLOWING  
SECTION OF THE VILLAGE MUNICIPAL CODE BE CREATED TO READ AS FOLLOWS:**

Section 348-8 D (13) No person shall park any recreational vehicle (not attached to a motor vehicle) or a utility trailer (open or enclosed) used to haul materials, including but not limited to household goods, snowmobiles, jet skis, all-terrain vehicles, branches or other items; whether attached or unattached to a motor vehicle, upon any public street or roadway in the Village, except for transports related to the limited and immediate delivery or collection of goods and materials at the address being served, on any Village property, including Village parks, unless the area where the parking is to occur is posted with signs permitting such parking.

**Adopted this 17<sup>th</sup> day of September, 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

\_\_\_\_\_  
Jane S. Snell  
Village Clerk

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

\_\_section 234-8 related to parking



**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES  
RESOLUTION #18-31**

**RESOLUTION TO INITIATE THE CHANGE OF THE OFFICIAL ADDRESS OF A SECOND  
HOME ON A PROPERTY IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN**

**WHEREAS**, the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, pursuant to Article IV of the Village Ordinances may change the official address of a property; and

**WHEREAS**, the owners of the property located at 9919 Cooper Road (Tax Parcel Number 92-4-122-143-0044) are requesting that a second address be assigned to the 550 square foot home located on the north side of the property; and

**WHEREAS**, the property has two homes on the property, the primary home located on the south side of the property was constructed in 1939 and the second home on the north side of the property was constructed in 1954; and

**WHEREAS**, both homes were legally constructed since at the time of construction there were no zoning regulations in effect; however, the property is currently zoned R-4, Urban Single Family Residential District, which only allows for one living unit per property; therefor this home is considered a legal, non-conforming use; and

**WHEREAS**, the owners intend to maintain the secondary home on the property and are requesting a second address be assigned to the northern home to eliminate the problems they are having with deliveries and other persons trying to locate the current home. In addition since both homes are located on the same parcel with the same address problems could create for emergency response personnel; and

**WHEREAS**, the Village Board of Trustees will hold a Public Hearing to consider changing the address of northern home from 9119 Copper Road to 9115 Cooper Road while the southern home retain the address of 9119 Cooper Road.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of Trustees, as follows:

1. That the Village Board of Trustees hereby initiates and petitions to change an official address within the Village of Pleasant Prairie;
2. That this proposed changes are hereby referred to the Village Plan Commission for further study and recommendation; and
3. That the Village Board of Trustees is not, by this Resolution, making any determination regarding the merits of the proposed changes, but rather, is only initiating the process by which the proposed changes can be promptly evaluated.

**Adopted this 17<sup>th</sup> day of September 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

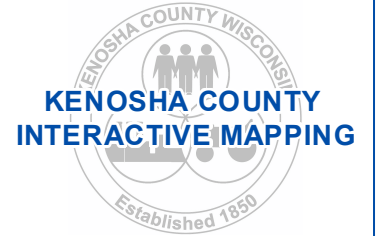
\_\_\_\_\_  
Jane C. Snell  
Village Clerk

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

Posted: \_\_\_\_\_  
31-Initial Address change 9119 Cooper Rd

DEV11806-006

# ADDRESS CHANGE



Address for 2nd home on the property is proposed to be 9115 Cooper Road



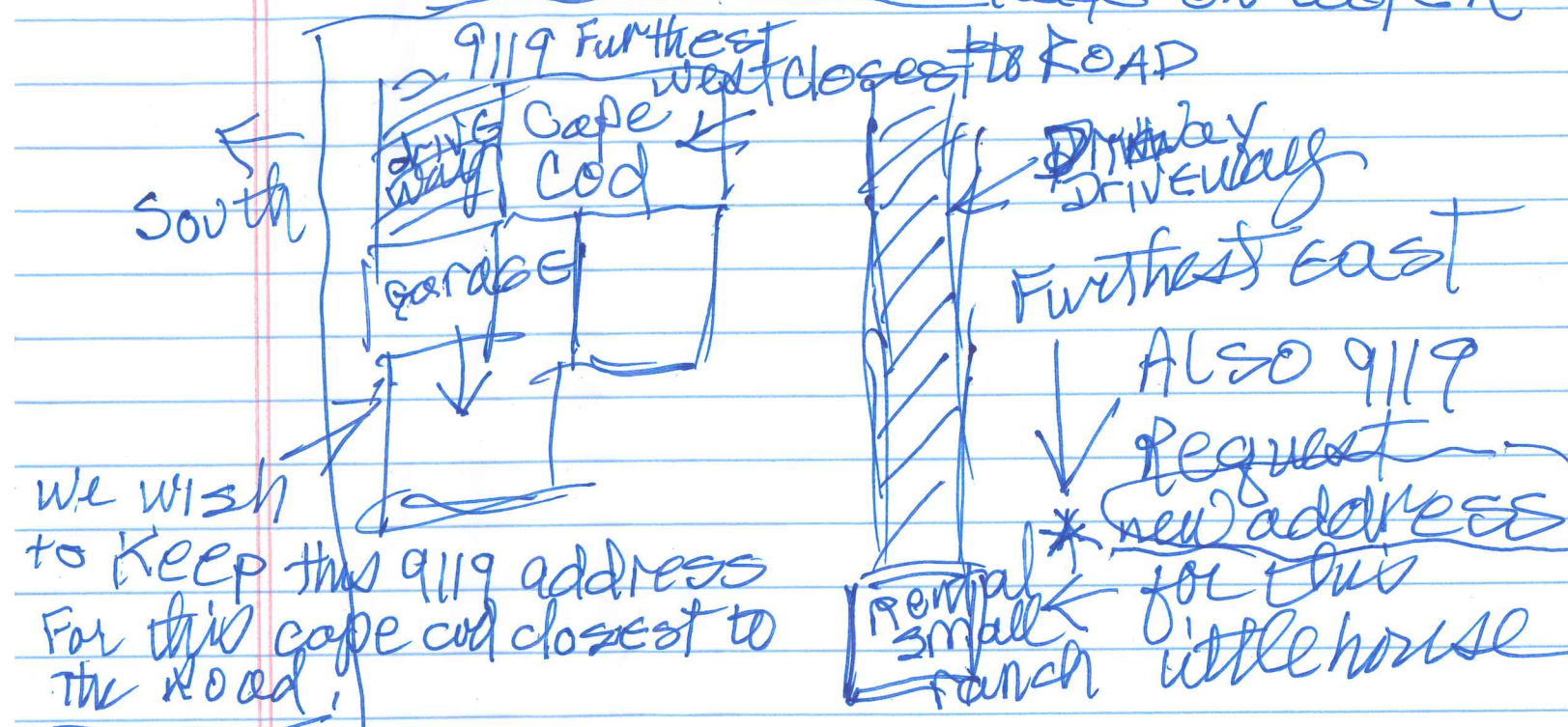
1 inch = 150 feet

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 8/31/2018

From KENNETH and KATHIE JENNINGS  
9063 COOPER ROAD - 53158

WE ARE REQUESTING A CHANGE OF ADDRESS  
for a property we own at 9119 Cooper Rd.  
It is comprised of 2 houses on 2 acres.  
Each house has its own driveway  
Property is 99 Foot Frontage on Cooper Rd  
West



There are constant problems for misdelivery of important packages, first class mail, food etc! please help us out.

RECEIVED

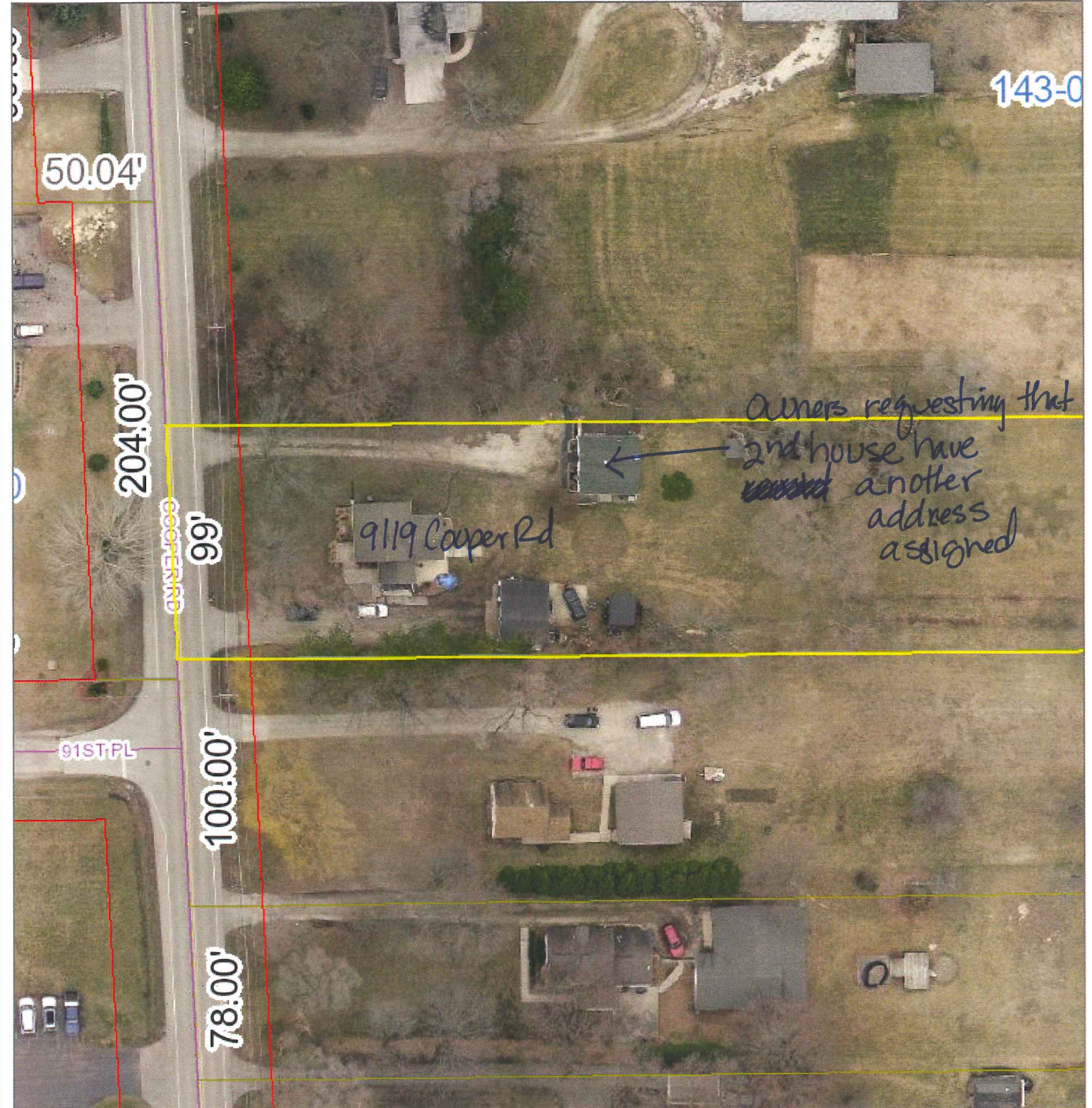
Aug 30 2018  
~~Aug 25 2018~~

PLEASANT PRAIRIE

Kathie Jennings JENNINGS

262 496 2352  
9063 Cooper Road  
PL, Prairie, WI. 53158

DEV1806-006



Consider approval of a time extension of an approval of the **Memorandum of Understanding** between the Village of Pleasant Prairie and the Wisconsin Department of Transportation regarding the public and private improvements required pursuant to the Main Street Market Traffic Impact Analysis along STH 165, STH 31 and Old Green Bay Road.

Village staff is recommending that the Village Board grant a 45 day extension to consider the Memorandum of Understanding.

## Jane Snell

---

**From:** Nathan Thiel  
**Sent:** Thursday, September 13, 2018 5:28 PM  
**To:** 'Harris, Erica-Nicole'; Jean Werbie-Harris; Jane Snell  
**Cc:** Tom Shircel; 'Nate Franke (Nate.Franke@Zilber.com)'  
**Subject:** RE: Gateway Articles of Incorporation  
**Attachments:** Gateway Declaration of Development Standards and Protective Covenants - Wispark Clean.pdf

Erica,

We will have the Declarations as you presented on the Board Agenda Monday night. While the Declarations do provide significant latitude and discretion as to when the Articles of Incorporation are filed, I did appreciate our conversation this afternoon and the firm understanding that the Articles of Incorporation will be filed by November 1<sup>st</sup>, 2018. The Village understands that the organization and mechanics of that Association will come later as the development moves forward. Look forward to seeing you Monday night.

### Nathan R. Thiel

#### Village Administrator, MPA, ICMA-CM

VILLAGE OF PLEASANT PRAIRIE

9915 39<sup>th</sup> Avenue

Pleasant Prairie, WI 53158

P: 262.925.6721 | F: 262.694.4734

[nthiel@pleasantprairiewi.gov](mailto:nthiel@pleasantprairiewi.gov) | [www.pleasantprairiewi.gov](http://www.pleasantprairiewi.gov)



---

**From:** Harris, Erica-Nicole <erica.harris@wispark.com>  
**Sent:** Thursday, September 13, 2018 12:32 PM  
**To:** Jean Werbie-Harris <jwerbie@pleasantprairiewi.gov>  
**Cc:** Tom Shircel <tshircel@pleasantprairiewi.gov>; Nathan Thiel <nthiel@pleasantprairiewi.gov>; 'Nate Franke (Nate.Franke@Zilber.com)' <Nate.Franke@Zilber.com>  
**Subject:** RE: Gateway Articles of Incorporation

Jean: Following approval of the Gateway Declaration by the board, Wispark will proceed with filing the Articles of Incorporation of Gateway at Lakeview Corporate Park Owners' Association, Inc. The articles will be filed no later than November 1, 2018 and a copy will be emailed to you.

--Erica

---

**From:** Harris, Erica-Nicole  
**Sent:** Thursday, September 13, 2018 12:24 PM  
**To:** 'Jean Werbie-Harris ([jwerbie@pleasantprairiewi.gov](mailto:jwerbie@pleasantprairiewi.gov))'  
**Cc:** 'Tom Shircel ([tshircel@pleasantprairiewi.gov](mailto:tshircel@pleasantprairiewi.gov))'; 'Nathan Thiel ([nthiel@pleasantprairiewi.gov](mailto:nthiel@pleasantprairiewi.gov))'; 'Nate Franke ([Nate.Franke@Zilber.com](mailto:Nate.Franke@Zilber.com))'  
**Subject:** Gateway Declaration

Jean: Per our earlier conversation, attached is a clean and redline of the changes we agreed to make in Section 14.1, 14.2, 15.10 and 15.11. This should be the final document to submit to the board for approval on Monday. We will execute the Declaration upon notice it has been approved by the board.

**--Erica**

Erica-Nicole Harris  
Wispark LLC  
(P) 414.221.5501  
(E) [enharris@wispark.com](mailto:enharris@wispark.com)

NOTICE: The information in this message is Private and Confidential and is for the intended recipient(s) only. Any review or distribution by others is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone and delete this message. Thank you.

**THE GATEWAY AT LAKEVIEW CORPORATE PARK  
DECLARATION OF DEVELOPMENT STANDARDS  
AND PROTECTIVE COVENANTS**

Document Number

Document Title

Recording Area

Name and Return Address

Joseph E. Puchner  
Quarles & Brady LLP  
411 East Wisconsin Avenue, #2350  
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)



**THE GATEWAY AT LAKEVIEW CORPORATE PARK**  
**DECLARATION OF DEVELOPMENT STANDARDS AND**  
**PROTECTIVE COVENANTS**

**THE GATEWAY AT LAKEVIEW CORPORATE PARK**  
**DECLARATION OF DEVELOPMENT STANDARDS AND**  
**PROTECTIVE COVENANTS**

**THIS DECLARATION** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by Wispark LLC, a Wisconsin limited liability company (the “Declarant”).

RECITALS:

**WHEREAS**, the Declarant is the owner of the real property located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin described on the attached Exhibit A (the “Premises”); and

**WHEREAS**, it is the Declarant’s intent to develop the Premises into a unified commercial development to be known as The Gateway at LakeView Corporate Park (the “Development”); and

**WHEREAS**, the Declarant desires that development of the Development accomplish the following purposes:

- A. To provide for development and use of the Development which is structurally, architecturally and aesthetically acceptable to the Declarant;
- B. To ensure that any Buildings or Structures within the Development are constructed of materials acceptable to the Declarant in energy efficiency, appearance, quality and design;
- C. To provide for adequate off-street parking and loading facilities, sign controls, landscaping, surface drainage, and property maintenance on individual Building Sites; and
- D. To provide for development and maintenance that will preserve and enhance the value of the Premises, and generally benefit the Declarant and Owners; and

**WHEREAS**, to accomplish these purposes, it is the Declarant’s further intent to impose certain covenants, conditions and restrictions upon the Premises (the “Covenants”), and to retain the right (but not the obligation) to enforce the Covenants with respect to any existing or future use of the Premises or any part thereof by Owners their heirs, assigns, lessees, licensees, invitees, successors in interest and personal representatives.

**NOW, THEREFORE**, the Declarant hereby declares that, except as provided in Section 1.15(b), the Premises shall be held, sold, conveyed, occupied, developed and maintained in accordance with the Covenants set forth herein and subject to the same, and these Covenants shall run with the land and shall be binding upon any party having any right, title or interest in or to any part or parcel of the Premises, their heirs, assigns, lessees, licensees, invitees, successors in interest, and personal representatives until these Covenants are terminated in accordance with the provisions hereof.

## ARTICLE I

### DEFINITIONS

Unless the context otherwise requires, the terms used herein have the following meanings:

1.1 **Affiliate.** The term “Affiliate” shall mean a parent, sister or subsidiary corporation, joint venturer, or general partner of an Owner or a person who owns more than fifty percent (50%) of the voting stock or partnership interests in an Owner.

1.2 **Architect.** The term “Architect” shall mean a person duly licensed as an architect under the laws of Wisconsin or any other state acceptable to the Declarant.

1.3 **Association.** The term “Association” shall mean the non-stock, non-profit Wisconsin corporation whose membership consists of Owners of Lots in the Development.

1.4 **Building.** The term “Building” shall include both the main portion of any building on the Premises, and all projections and extensions thereof, including but not limited to platforms, docks, eaves, canopies, walls and screens.

1.5 **Building Site.** The term “Building Site” or “Site” shall mean any Lot or contiguous Lots or portion(s) thereof within the Development upon which Buildings may be erected and used in conformance with these Covenants and the statutes, regulations, codes and ordinances of the State of Wisconsin, County of Kenosha and the Municipality.

1.6 **Common Elements.** The term “Common Elements” shall mean all personal property, fixtures, structures and improvements conveyed by the Declarant to the Association at the time the Association is formed. Common Elements shall include Outlot 1 of CSM 2871, the private shared sanitary sewer mains and laterals, private shared water mains and lines, shared project monument sign located within the dedicated monument sign easement area shown as © on CSM 2871, structures, maintenance equipment, drainage systems (including the storm water detention ponds located in Outlot 1 of CSM 2871), the multi-use pathway located in the dedicated easement area shown as Ⓜ on CSM 2871, and other improvements which have been constructed or maintained for the common good of the Owners.

1.7 **CSM 2871.** The term “CSM 2871” shall mean Certified Survey Map No. 2871 as recorded on \_\_\_\_\_, 2018 with the Register of Deeds of Kenosha County, Wisconsin, as Document No. 1824323 attached hereto as Exhibit B.

1.8 **Declarant.** The term “Declarant” shall mean, in addition to Wispark LLC, any person or organization which shall be assigned the right to enforce these Covenants under Section 13.1.

1.9 **Drainage Master Plan.** The term “Drainage Master Plan” shall mean the plan adopted by the Declarant describing the drainage pattern of the Premises and outlining the proposed drainage system for the Development, together with any future revisions to said plan, which plan and revisions shall be available for review at the office of the Declarant.

1.10 **Engineer.** The term “Engineer” shall mean a person duly licensed as a professional engineer under the laws of Wisconsin or any other state acceptable to the Declarant.

1.11 **Holding Ponds.** The term “Holding Ponds” shall mean areas of open water, whether permanent or seasonal, natural or man-made, forming part of the Development’s drainage system as described and designated as such on the Drainage Master Plan.

1.12 **Improvements.** The term “Improvements” shall mean any man-made changes to the natural condition of the Premises including, but not limited to, Buildings, Structures, or other construction of any kind, (whether above grade, below grade, or on the land surface), fences, walls, signs, additions, alterations, screen enclosures, sewers, drains, disposals, lakes, waterways, roads, paving, utilities, grading, lighting, landscaping and exterior illumination, and shall expressly include any changes in existing Improvements.

1.13 **Lot.** The term “Lot” shall mean a fractional part of the Premises which has been designated as a separate parcel by or with the written approval of the Declarant.

1.14 **Municipality.** The term “Municipality” shall mean the Village of Pleasant Prairie or such other municipality in which the Premises, or any part thereof, may be located.

1.15 **Occupancy.** The term “Occupancy” shall mean the legal right of any person or organization, whether Owner, lessee, tenant, licensee or such person’s heirs, assigns, successors in interest or personal representatives, to possess and/or use any Lot or Improvement within the Development as determined by the issuance of an occupancy permit by the Municipality, whether or not such right is exercised.

1.16 **Owner.**

(a) The term “Owner” shall mean one or more partners, persons, trusts, corporations, or other entities holding record title to the fee simple interest to a Lot or Lots, and shall include land contract purchasers (but not land contract vendors) and secured parties if in possession, their heirs, assigns, successors in interest or personal representatives. An Owner may, upon written notice to the Declarant, assign all or part of its rights hereunder to said Owner’s tenant or lessee. An Owner may not assign its duties and obligations hereunder.

(b) The term “Owner” shall not include the Declarant with respect to Lots not yet sold by the Declarant, Lots repurchased by the Declarant pursuant to Section 3.2, or undeveloped Lots repurchased by the Declarant pursuant to Section 3.3, but shall include the Declarant with respect to developed Lots repurchased by the Declarant pursuant to Section 3.3 or otherwise and with respect to unsold Lots developed by the Declarant.

(c) The term “Original Owner” shall mean the first purchaser of each Lot or Lots from the Declarant.

1.17 **Plan Commission.** The term “Plan Commission” shall mean the Plan Commission or such other committee of the Municipality authorized to review and make recommendations to the Municipality’s Board regarding land use planning.

1.18 **Preservation Lands.** The term “Preservation Lands” shall mean all real property and real property interests owned by the Declarant, located within the Development and which at the time of incorporation of the Association the Declarant desires to convey to the Association, and which are determined by the Declarant in its sole judgment to be worthy of preservation. Floodplains, greenways, wetlands, open spaces, and Holding Ponds are examples of real property that may be considered Preservation Lands.

1.19 **Prime Rate.** The term "Prime Rate" shall mean the prime commercial lending rate announced by BMO Harris Bank (or any successor) as its "prime rate," as the same may be changed from time to time. If for any reason any such institution shall at any time discontinue quoting or charging a prime rate in the manner set forth above, the Association shall, in the exercise of reasonable judgment, substitute another means of determining the annual lending, rate of interest charged by major commercial banks in the Milwaukee metropolitan area on 90-day unsecured commercial loans to their most creditworthy borrowers, and the rate so determined shall thereafter be the Prime Rate as defined herein.

1.20 **Site Plan.** The term “Site Plan” shall mean a detailed plan describing the development of a Building Site as described in Section 4.1.

1.21 **Street Trees.** The term “Street Trees” shall mean the trees located within the public right of way adjacent to 120th Avenue (the I-94 East Frontage Road) and 104th Street (State Highway 165).

1.22 **Structure.** The term “Structure” shall mean an above-ground Improvement.

## ARTICLE II

### PERMITTED USES

2.1 **Compliance with Zoning.** All Building Sites in the Development shall be developed in conformance with the zoning requirements in effect as of the date of application and approval of necessary building permits or, if more restrictive in the judgment of the Declarant, with the zoning requirements in existence on the date of this Declaration for the specific zoning district(s) in which such Sites are located. Owners shall be responsible for ascertaining the zoning classification applicable to their Building Sites, and shall comply with all regulations applicable to such classification. An Owner intending to apply for a zoning amendment, conditional use permit, exception or variance for its Building Site, shall first submit such application to the Declarant for review and approval. Disapproval by the Declarant shall be final notwithstanding later favorable action by the Plan Commission.

2.2 **Nuisances.** No noxious or offensive trade or activity, whether or not permitted by applicable zoning, shall be carried on within the Development, nor shall anything be done which is or may become an annoyance or nuisance to adjacent Owners or other Development users, or which is inconsistent with these Covenants, local ordinances, or other private restrictions applicable to the Premises. Violation of these Covenants shall constitute a nuisance under this section.

2.3 **Hazardous Waste.** Notwithstanding anything to the contrary in these Covenants and/or applicable zoning, no storage of hazardous or toxic waste, or discharge of such waste into the sanitary system or surface drainage system, shall be permitted within the Development. Any party violating this provision, whether intentionally or negligently, hereby agrees to indemnify the Declarant, its Affiliates and each and every other Owner against any and all liability and costs arising from such violation, including reasonable attorneys' fees.

### ARTICLE III

#### SITE SPECIFICATIONS AND REQUIREMENTS

3.1 **Subdivision of Lots.** After a Lot has been purchased, such Lot may be further subdivided with the prior written consent of the Declarant, and subject to the requirements of the Municipality. No Owner may sell, lease or rent less than all of a Lot without the written consent of the Declarant. The Declarant may, in granting its consent, attach any conditions it deems appropriate. The foregoing prohibition shall not apply to occupancy leases of space in a Building made in the ordinary course of business.

3.2 **Proceeding with Work; Right of Repurchase.** The Original Owner of a Building Site, and any subsequent Owner, shall have one (1) year, or such longer period as may be granted by the Declarant, from the closing date of the sale of the Site by the Declarant to the Original Owner to begin construction activities on the Site. Once construction activities begin, they shall continue uninterrupted until completion, which shall be no later than one (1) year from commencement, unless a longer period is expressly granted in writing by the Declarant. If an Owner fails to comply with this section or any agreement between the Declarant and an Owner hereunder permitting development at a later date, the Declarant may, but shall not be required to, purchase the Site for the price paid to the Declarant by the Original Owner, by giving written notice to the then Owner of its intention to repurchase. The notice can be given at any time after failure of an Owner to comply with this section.

3.3 **Right of First Refusal.** The Declarant shall have the right of first refusal on any contemplated sale of a Building Site or other Lot by any Owner. The Owner shall provide the Declarant with a copy of any bona fide offer to purchase which the Owner has accepted or intends to accept, and the Declarant shall have thirty (30) days after receipt thereof to elect at its option to purchase the Site or other Lot upon the same terms and conditions set forth in the bona fide offer. If the Declarant elects to purchase, the Owner shall, in addition to complying with all other terms and conditions of such offer to purchase, no later than fifteen (15) days before the date set for closing, furnish the Declarant with a commitment for title insurance in the amount of the purchase price, naming the Declarant as the insured and showing title to be in the condition called for in the bona fide offer to purchase. If the Declarant rejects the offer or fails to act within thirty (30) days, the Owner may close the transaction with the proposed purchaser upon the terms of the offer submitted to the Declarant. Rejection of or failure of the Declarant to act upon an offer does not waive the Declarant's right of first refusal should the subsequent Owner later decide to sell the Site or Lot.

This section shall not apply to the sale of a Building, Building Site or other Lot by an Owner to an Affiliate or to the acquisition and subsequent sale, by a bona fide third party lender, by reason of a mortgage foreclosure or deed in lieu of foreclosure.

3.4 **Limit on Development.** No more than seventy-five percent (75%) of any Building Site may be covered with Buildings or other Improvements impervious to surface water absorption, unless such requirement has been granted a variance by the Declarant and modified by a planned unit development (PUD) municipal zoning ordinance for the Building Site.

3.5 **Duty to Landscape.** All areas of a Building Site not designated on a Site Plan approved by the Declarant for Buildings, Structures, storage, walks, parking areas and drives shall be fine-graded, seeded and/or sodded, landscaped, watered and maintained in an attractive condition in accordance with the landscaping plans required in Article VII.

3.6 **Setbacks.** The minimum setbacks applicable to all Building Sites shall be the setbacks as established by the Municipality, including any modification through a planned unit development (PUD) municipal zoning ordinance for the Building Site.

3.7 **Easements.** The setback areas described in Section 3.6 above (“Setback Areas”) are and shall be reserved for the use of non-exclusive easements for utilities serving, in whole or in part, the Development or any Lot located therein. By accepting title to a Lot, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Declarant, or, after creation of the Association as provided herein, within fifteen (15) days of written request by the Association, each Owner shall grant, at no cost, specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested by Declarant. No Improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by Section 8.5 hereof.

3.8 **Use of Excavated Materials.** The Declarant shall at its option have the right to free use of any soil, sand, gravel, rock or other material excavated from any Building Site or Lot, if such material is not used upon the Site or Lot from which it was excavated. The Owner of the Site or Lot shall deposit any such material at whatever location within the Development the Declarant shall require. No excavated material shall be removed from the Development without the prior consent of the Declarant. There shall be no stockpiling of material on any Lot after the issuance of an occupancy permit by the Municipality.

## ARTICLE IV

### SITE PLANS/DEVELOPMENT

4.1 **Site Plan.** No new Improvements, or modifications of any kind or degree to existing Improvements, shall be made or constructed upon a Building Site or other Lot until a detailed Site Plan of the entire Building Site or Lot, with a common scale not smaller than 1”=100’, is reviewed and approved, in writing, by the Declarant or its designated representative. Improvements shown on such Site Plan shall include, but not be limited to:

Section 3.6;

- (a) All finished grade levels;
- (b) All Buildings and other Structures, showing the setbacks required by
- (c) Sidewalks and driveways (including types of materials);
- (d) Parking areas (including types of materials);
- (e) Loading areas (including types of materials);
- (f) Utility and storage areas (including types of materials);
- (g) Lawns and landscaped areas (including types of materials);
- (h) Water impoundments;
- (i) Fences (including types of materials);
- (j) Lights (including types);
- (k) Areas of fill or cut;
- (l) Storm water drainage plans and facilities;
- (m) On-Site sewer, water and other utility locations, sizes and easement locations;
- (n) Location and type of refuse collection facilities;
- (o) All exterior signs and all other signs visible from the exterior of Buildings and Structures.

## ARTICLE V

### ARCHITECTURAL BUILDING PLAN REVIEW

5.1 **Building Plan.** No Building or other Structure shall be constructed or placed on any Building Site or other Lot, nor shall any Building or Structure be remodeled or altered, until detailed plans and specifications for such Building, Structure, or remodeling, alteration or addition thereto, have been reviewed and approved, in writing, by the Declarant or its designated representative, which approval may be granted or withheld in the sole discretion of the Declarant.

Building plans shall comply with the following minimum requirements:

- (a) Plans shall be prepared by an Architect or Engineer in at least 1/8" = 1' scale;



(b) Plans shall show Building location(s) within the Building Site;

(c) Floor plans and building elevations shall show all features and information required by the Plan Commission and the State of Wisconsin;

(d) Plans shall identify all materials used; samples and/or color charts shall be provided to the Declarant upon request;

(e) Plans shall show all public and/or private utility connections and storm water drainage systems.

5.2 **Building Standards.** Buildings and Structures shall comply with the following minimum standards:

(a) They shall be designed by an Architect or Engineer. No side, elevation or facade of a building or structure is exempt from public view, consequently, all sides, elevations, or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically compatible with the surrounding environment.

(b) The majority of exterior and externally visible opaque surfaces shall be constructed of not more than three of the following types of materials (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms):

(i) Brick;

(ii) Architectural precast concrete panels;

(iii) Decorative concrete block (for no more than 50% of the exterior building wall area);

(iv) Cut stone;

(v) Exterior insulation and finish systems acceptable to the Declarant;

(vi) Wood;

(vii) Other building materials being developed, and to be developed, by the construction industry. The use of such materials will be reviewed and approved by the Declarant on a case-by-case basis.

Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Development.

(c) Metal trim materials may be used only as accent materials when in keeping with the architectural and aesthetic character of the Building or Structure.

(d) No bright or garish colors may be used for any main building materials.

(e) Minimum Building size shall be 4,000 square feet and minimum Building height shall be 20 feet.

(f) All mechanical, electrical, pollution control or waste handling equipment, whether roof, pedestal or ground mounted, and any outside solid waste, raw material, inventory, finished product, equipment, fuel storage facility or other storage of any kind, shall either be architecturally screened from view using materials identical to, or structurally and visibly compatible with, the main Buildings or Structures on the Building Site, or shall be landscape screened in accordance with Article VII. All storage areas shall be screened as provided above and shall be hard-surfaced with either concrete or asphalt materials within ninety (90) days from the date of Occupancy, or as soon thereafter as weather will permit if such period occurs during winter months.

(g) All Buildings to be constructed on a Building Site which are to be heated or cooled shall be designed and constructed in an energy efficient manner consistent with sound and prudent design and construction techniques.

5.3 **Accessory Structures.** Accessory Structures, as defined by the Municipality's zoning ordinance, will be approved by the Declarant only if such Structures are necessary to the principal use of the Building Site, are in architectural and aesthetic conformance with other Building(s) or Structure(s) on the Site, are properly screened, meet all requirements of these Covenants and are otherwise satisfactory to the Declarant in its sole discretion. No Building or Structure of a temporary nature may be constructed on any Building Site except construction sheds in use during construction. Such sheds shall be promptly removed upon completion of construction. No permanent sheds or garages are permitted on the Premises. Garbage dumpster enclosures shall be constructed of the brick or block building materials identical to building materials used for the primary Structure.

5.4 **Utilities.** All utilities serving a Building Site shall be installed underground.

## ARTICLE VI

### DRAINAGE

6.1 **Drainage Plan.** Prior to constructing any Improvements upon a Building Site or other Lot, the Owner shall submit to and obtain written approval from the Declarant of a detailed plan describing all drainage facilities upon the Site.

6.2 **Conformance with Drainage Master Plan.** Each Owner shall be responsible for controlling drainage from its Building Site or Lot, including construction of retention facilities, if deemed necessary by the Declarant. The existing drainage pattern on a Site shall not be changed significantly, and no change to the drainage pattern on other lands within the Development shall

be caused by an Owner which varies from the Drainage Master Plan as that Plan is amended by the Declarant from time to time.

6.3 **Storm Drainage.** Storm drainage outfall from a completely developed Site, and generated from a 100 year rain storm event, shall not exceed the physical abilities of the streams, drainage ways or storm sewers immediately adjacent to and downstream from the Site to accommodate such outfall. Such drainage shall be in compliance with the Village approved Drainage Master Plan and with all Wisconsin Department of Natural Resources rules and regulations.

6.4 **Erosion Control.** Each Owner shall take whatever steps are deemed reasonably necessary by the Declarant to prevent erosion during the construction of any Improvements.

## ARTICLE VII

### LANDSCAPING

7.1 **Landscaping Plan.** The landscaping upon any Building Site or Lot shall be carried out in accordance with a detailed landscaping plan which has been reviewed and approved, in writing, by the Declarant. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall also show all ground cover and mulch areas, landscape and construction materials, and construction details.

7.2 **Landscaping Methods.** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkling systems, foundations, storm run-off retention ponds, reflective ponds, and landscape lighting.

7.3 **Plant Material.** Selected plant material should provide for a variety of shade trees, evergreen trees and shrubs, ornamental trees and shrubs and ground covers. Ornamental grasses shall only be used as an accent landscaping material. Plant material selection shall take into consideration the following:

- (a) Disease and insect resistance;
- (b) Hardiness to the area;
- (c) The ability to provide seasonal interest; and
- (d) Future maintenance considerations.
- (e) Shrubs shall consist of a minimum size at planting of 2-3 gallons and trees shall consist of a minimum diameter of 2-1/2" to 3" at planting.

7.4 **Time for Completion.** All landscaping shall be completed prior to Occupancy, or as soon thereafter as weather will allow if such period occurs within winter months. A landscaping bond or letter of credit satisfactory to the Municipality shall be furnished to the

Municipality in an amount not less than 110% of the estimated cost of the materials necessary to guarantee enforcement of this section and which bond shall be released at such time that the Municipality determines that the obligations contained herein with respect to landscaping, have been satisfied.

7.5 **Maintenance.** Each Owner shall be responsible for maintaining all Street Trees adjacent to its Lot. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Declarant. Landscaped areas, materials, fixtures, and Improvements shall be maintained by the Owner of the Building Site, or by such Owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the Building Site landscape in a state of growth and visual beauty. Building Sites shall at all times be kept free of weeds, grass clippings, leaves, branches, and other natural debris as well as paper, cans, empty storage drums, crates, pallets, boxes, tires, and other trash or debris.

7.6 **Screening.** Landscape materials planted, located and oriented for the primary purpose of screening an Accessory Structure or appurtenance or storage, loading or parking area under Sections 5.2(d), 5.3, 8.1, 8.6, 8.7, and 8.8 shall be of sufficient size to immediately screen a minimum of fifty percent (50%) of such Structure or area and be of a plant type that will provide full screening within three (3) years from time of planting.

7.7 **Open Water.** Any liability concerning the maintenance of open water on a Building Site or Lot shall be that of the Owner, and any disposal or diversion of such water from the Site shall be carried out only with written permission of the Declarant and, if affecting lands outside the Development, the permission of the Plan Commission.

7.8 **Preservation.** Landscaping shall be designed to preserve the existing natural habitat to the extent reasonably required by the Declarant.

## ARTICLE VIII

### OFF-STREET PARKING, LOADING AND STORAGE

8.1 **Parking and Loading Areas.** Off-street parking and loading areas shall be provided on each Building Site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all Site occupants and visitors. Loading areas shall be separate from parking areas on any Site where possible, as determined by the Declarant in its sole discretion. All pavement markings shall be consistent for all Building Sites with the same style and paint color. No front or street yard parking shall be allowed unless the same is adequately screened, as determined by the Declarant.

8.2 **No On-Street Parking.** No motor vehicle or trailer may park on any street, driveway, or on any access easement.

8.3 **Hard-surfacing.** All parking, loading and driveway areas shall be hard-surfaced with either concrete or asphalt materials prior to Occupancy, or as soon thereafter as weather will allow if such period occurs during winter months.

8.4 **Drainage.** All parking, loading, and driveway areas shall be properly sloped and graded to ensure positive drainage to common, private drainage facilities, if any, within the Premises or to on-site impoundments, if any. The perimeter of all hard-surfaced areas on the Site shall be edged with a permanent vertical-faced concrete curbing where necessary to facilitate such drainage. Curbing shall be constructed to transition with curbs within the public or private right-of-way.

8.5 **Setback.** No perimeter curbing or hard-surfaced areas shall be constructed within a Setback Area, except where there are shared parking facilities between Building Sites or other Lots. Any such shared parking facilities must otherwise comply with these Covenants, and must be approved in writing by the Declarant.

8.6 **Landscaping.** The visual effect of all parking, loading, storage and driveway areas shall be “softened” by use of landscaping so as to minimize the visibility of hard-surfaced areas, vehicles and equipment to motorists and people working in the Development.

8.7 **Location of Loading Areas.** Truck and truck-trailer loading, receiving and parking areas shall be located away from the street side(s) of any Building wherever possible, and shall be designed and located so as to confine all truck maneuvering to the Building Site. In addition, all such loading areas shall be given priority with respect to landscape screening.

8.8 **Storage of Trailers and Vehicles.** There shall be no long-term storage of trailers or vehicles on any Building Site unless adequately screened as determined by the Declarant, and unless such storage is necessary to the Site Owner’s or lessee’s principal business conducted on the Site.

8.9 **Idling Restrictions.** Idling of trucks shall be limited to a minimum and only permitted as allowed by Village ordinances. Adjacent public roadways shall not be utilized for truck staging or queuing.

## ARTICLE IX

### SIGNAGE AND LIGHTING

9.1 **Sign Approval.** The Declarant recognizes the need for signs advertising the identity of Owners and occupants and the businesses they conduct on the Premises, and also recognizes that acceptable standards for such signs may change from time to time. All requests for signs on any Building Site or other Lot within the Development shall be submitted to the Declarant for approval and shall contain detail as to size, location, materials, color and lighting together with a full color rendering. The Declarant may approve or disapprove the request, in writing, or may require that the proposal be altered to fulfill the intent of these Covenants. If the Declarant does not act upon a sign proposal within thirty (30) days after submission, the proposal shall be deemed disapproved. All decisions regarding signs shall be within the sole discretion of the Declarant.

9.2 **Sign Standards.** Any sign located within the Development shall, in addition to complying with applicable zoning requirements, meet the following minimum standards:

(a) Signs may only advertise the name(s) of the Building occupants, the Owners of the Building Site, and the product manufactured or sold on the Building Site.

(b) Each Building Site shall contain only one monument sign.

(c) Signs shall be permanently affixed to the face of the Building or to the ground, and shall not flash, pulsate, physically rotate, or be affixed with physically moving appurtenances. For the avoidance of doubt, the preceding sentence does not prohibit signage with electronic message boards, provided that the electronic message boards do not change more than once every 30 seconds. Roof-top signs are prohibited.

(d) Signs attached to Buildings shall not extend above the higher of the ceiling line of the top floor or the top of a parapet wall.

(e) Smaller signs adjacent to individual tenant entrances and identifying individual tenants or directing traffic may also be allowed at the sole discretion of the Declarant.

(f) All signs must be architecturally compatible to other Improvements.

9.3 **Directional Signage.** All directional signage for all Building Sites shall be installed at the same height, shall be of the same size and utilize the same architectural poles and tops. All stop signs will be the same size and height and utilize the same architectural poles and tops.

9.4 **Lighting Standards.** Lighting on individual Building Sites shall adhere to applicable Municipal lighting codes and ordinances, as well as the following requirements:

(a) All exterior lighting shall be energy efficient and shall be located, oriented, and of an intensity to illuminate only the Building Site or Lot where located without detrimentally affecting activity on adjacent Sites or Lots or traffic on streets and highways.

(b) Lighting shall not be located on the roofs of Buildings. Any lights affixed to a Building shall be oriented downward at no more than a 45 degree angle from the vertical so as to light only areas of the Site.

(c) Lights may neither flash, pulsate, nor be so bright as to impair or hinder vision on public streets or adjacent Building Sites, or otherwise constitute a nuisance in the judgment of the Declarant.

(d) Mixing of lighting types (i.e. sodium vapor, incandescent, mercury vapor, metal halide) should be avoided. All exterior lighting on the Premises will use consistent light pole colors, light fixtures, color temperature and height from grade. All exterior lighting will be on concrete bases not higher than twelve (12) inches from grade.

(e) Integration of similar lighting fixtures is required.

(f) All parking lot lighting and other such lighting not attached to a Building or Structure shall conform to the standards determined by the Developer, shall be uniform and

consistent in nature throughout the Premises in accordance with the lighting requirements attached hereto as Exhibit C. All such parking lot lighting shall utilize LED lights, and shall not exceed 25' in height and be on concrete bases that are not higher than 12 inches from grade.

(g) All plans for lighting must be submitted to the Declarant for approval.

9.5 **Public Street Lighting Assessment Fees.** The Premises shall be included within a Public Street Lighting District as designated by the Municipality. The public street lighting maintenance costs and facility energy and maintenance charges shall be the collective financial responsibility of the Owners as billed to the Association by the Village and charged by the Association to the Owners as regular assessments.

## ARTICLE X

### OTHER IMPROVEMENTS, MAINTENANCE AND REPAIR

10.1 **Improvements not Specifically Addressed.** The construction and placement of Improvements such as special utilities, antennae, receiving dishes, towers, incidental storage buildings, and other facilities not specifically addressed elsewhere within these Covenants shall require the written approval of the Declarant.

10.2 **Maintenance and Repair.** All Improvements on Building Sites shall be kept, maintained and repaired in good condition at all times. Regular maintenance routines shall be followed by Owners such that the Improvements continue to be maintained, at all times, as nearly as possible, in the condition set forth in the Site Plans and Building Plans approved by the Declarant. Any damage resulting from casualty loss to any Improvements shall be immediately replaced or repaired by Owner to their original condition, as nearly as possible.

## ARTICLE XI

### AREA-WIDE BENEFITS

11.1 **Right to Enter and Maintain.** The Declarant and/or the Municipality shall have the right to enter upon any Lot, at reasonable times and after reasonable notice to the Owner, for the purpose of maintaining, renewing, or reconstructing any utilities, facilities, Holding Ponds, impoundments or other Improvements which benefit other Lots, in addition to benefitting such Lot. If such Lots contain utilities or facilities having an area-wide benefit, which are maintained by the Association or the Owners, the Municipality, following prior written notification to the Association, may, if necessary to maintain such facilities in good working order and appearance, renew, reconstruct, or maintain such facilities or utilities and assess the cost to the Owners, the Declarant or the Association, which will, in turn, assess such cost to the Owners, as described below. No prior written notification shall be required for emergency repairs.

11.2 **Right to Assess.** The cost of such maintenance, renewal or reconstruction performed by the Declarant, the Association or the Village may be assessed against Owners of all Lots within the Premises, on a pro rata basis, based on the acreage of real estate owned. Any assessment imposed hereunder shall be a lien against the real property subject to the assessment

and enforcement as set forth in Article 13 below. Such lien shall be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

11.3 **CSM 2871.** CSM 2871 is the first subdivision of the Premises which has established various dedications, restrictive covenants and easement provisions which shall be binding upon the Association, the Lots and the Owners as provided therein, and the Municipality shall have the rights provided therein.

## ARTICLE XII

### PERFORMANCE STANDARDS

12.1 **Control of Noise, Vibrations, Dust, Etc.** It is difficult, if not impossible, to set minimum or maximum standards for control of noise, vibration, dirt, dust, smoke, odor, glare, and waste within the unified commercial development. Therefore, to protect the Declarant's interest in the Premises, and to facilitate the orderly development of the Development, the plans required under Articles IV and V shall contain sufficient engineering data to enable the Declarant to determine whether or not the proposed Improvement will operate within limits acceptable to the Declarant with respect to noise, vibration, dirt, dust, smoke, odor, glare, and waste.

12.2 **Operations.** Owner shall operate all improvements and conduct all of its activities on the Premises in accordance with the limits established pursuant to Section 12.1.

## ARTICLE XIII

### ENFORCEMENT, TERMINATION, MODIFICATION

13.1 **Right to Enforce.** These Covenants are imposed solely for the benefit of and are enforceable only by the Declarant, the Association and/or the Municipality, or such person or organization specifically designated by the Declarant, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose of enforcement thereof. Purchase of the Premises or any part thereof by any other party shall not alone confer the right to enforce these Covenants.

13.2 **Manner of Enforcement.** These Covenants shall be enforceable by the Declarant and its assigns, the Association and/or the Municipality in any manner provided by law or equity, including but not limited to one or more of the following:

- (a) Injunctive relief;
- (b) Action for specific performance;
- (c) Action for money damages; and

(d) Performance of these Covenants by the Declarant, the Association and/or the Municipality on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Declarant describing such default. In such event the



defaulting Owner shall be liable to the Declarant, the Association or the Municipality for the actual costs of such party in performing these Covenants.

13.3 **Reimbursement.** Any amounts expended by the Declarant, the Association and/or the Municipality in enforcing these Covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Declarant, the Association or Municipality, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

13.4 **Failure to Enforce Not a Waiver.** Failure of the Declarant or assigns, the Association and/or the Municipality to enforce any provision contained herein shall not be deemed a waiver of the such party's right to enforce these Covenants in the event of a subsequent default.

13.5 **Right to Enter.** The Declarant, the Association and/or the Municipality shall have the right to enter upon any Building Site or other Lot within the Development for the purpose of ascertaining whether the Owner of said Site or Lot is complying with these Covenants, and, if the Declarant, the Association and/or the Village so elects under Section 13.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.

13.6 **Right to Vary.** The Declarant may, in its sole discretion and with the approval of the Municipality, grant variances from the strict application of these Covenants where strict application of any provision would result in exceptional or undue hardship to the Owner of any Building Site or Lot, or where otherwise deemed appropriate by the Declarant provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the CSM, or the obligations imposed by this Declaration on Owners or the requirements of the Municipality's ordinances.

13.7 **Right to Modify.** The Declarant may, in its sole discretion and with the approval of the Municipality, at any time and from time to time, modify these Covenants in writing. Such modifications shall apply only to Building Sites and Lots then owned by the Declarant, and to any alterations to existing Improvements or new Improvements on all other Sites and Lots. Modifications shall take effect upon recording.

13.8 **Duration.** These Covenants shall be binding upon Owners and shall continue and inure to the benefit of the Declarant and its assigns for a period of fifty (50) years from the date of recording, unless the Declarant earlier records an instrument terminating and releasing the requirements of these Covenants. At the end of fifty (50) years, these Covenants shall continue in effect unless the Declarant or a majority of Owners of Building Sites and Lots within the Development, and with the approval of the Municipality, executes and records an instrument terminating them.

13.9 **Addition to or Subtraction from the Premises.** The Declarant may, in its sole discretion and with the approval of the Municipality, from time to time subject additional land to the Covenants by recording this document against such land and such additional land shall then

be a part of the Premises from and after the date of such recording. The Declarant may also, in its sole discretion and with the approval of the Municipality, by an appropriate recorded document, remove land from the effect of these Covenants and thereby reduce the extent of the Premises, without the consent of the then Owner of such land. Section 13.8 permits termination of these Covenants in their entirety and this Section permits such a termination as to a part of the Premises.

## ARTICLE XIV

### OWNERS' ASSOCIATION

14.1 **Intention to Form an Owners' Association.** When the Development has been substantially developed, the Declarant intends to form an owners' association for the purpose of enforcing these Covenants and maintaining and protecting the Common Elements and Preservation Lands. Formation of the Association shall occur:

(a) at the discretion of the Declarant when more than fifty-five percent (55%) and less than ninety-five percent (95%) of the acreage in the Development has been sold to Owners. The percentage of acreage that has been sold shall be determined by the ratio of acreage sold to the total acreage in the last legal description of record for the Development on the date such calculation is made; or

(b) at the discretion of the Declarant at any time on or after recording of this Declaration; or

(c) automatically, when ninety-five (95%) or more of the acreage in the Development has been sold to Owners.

14.2 **Creation of Owners' Association.** When the Declarant elects to exercise option (a) or (b) above, or if the condition in (c) above has been satisfied, the Declarant shall authorize the creation of the Association, by the filing of Articles of Incorporation of the Association with the Wisconsin Department of Financial Institutions. The Declarant will give notice of the creation of the Owners' Association to all Owners who have notified the Declarant of their name and address for notice purposes hereunder. All Owners shall be entitled and required to be members of the Association. The Association shall be known as The Gateway at LakeView Corporate Park Owners' Association, Inc. The Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. The Articles of Incorporation and the By-Laws for the Association, which will become effective when the Declarant authorizes the creation of the Association, shall be prepared by the Declarant in its sole discretion, consistent with the provisions hereof. Upon creation of the Association, the Declarant shall retain control over the operation and management of the Association through appointment or election of a majority of the Board of Directors until at least seventy-five percent (75%) of the acreage in the Development has been sold to Owners.

14.3 **General Purposes of the Association.** The Association, when formed, shall be responsible for implementing and insuring adherence to these Covenants (including, without limitation, for purposes of Sections 13.6, 13.7 and 13.9 hereof) and shall have the exclusive

management and control of the Common Elements and Preservation Lands and enforcement of the restrictions contained herein.

14.4 **Charges, Assessments and Special Assessments.** According to the following procedures, the Association, when formed, shall levy such charges and assessments as may be necessary to carry out its stated purposes:

(a) **General Annual Assessment.** All Lots and the Owners thereof shall be subject to a general annual assessment, determined and levied by the Board of Directors of the Association, for the purpose of defraying the costs and expenses of the Association in performing its stated purposes and functions, including but not limited to the maintenance and operation of the Common Elements and Preservation Lands and the enforcement of these Covenants. By December 15 of each year the Board of Directors shall prepare an annual budget and shall determine a general annual assessment based thereon which shall be sufficient to meet the estimated costs and expenses of the Association for the ensuing year. The annual budget shall be considered and approved at the annual meeting by the members of the Association. Votes shall be allocated to Owners of Lots based on the amount of acreage in the Development owned by Owners based on the acreage of their respective lots. Each Owner shall be allocated one vote for up to five acres owned, and one additional vote for each additional full three acres owned, up to a maximum of ten votes per Owner. For example, if an Owner owns four acres, it shall be entitled to one vote. If an Owner owns seven acres, it shall also be entitled to only one vote, but if it owns eight acres, it shall be entitled to two votes, and so on. For purposes of determining the number of votes allocated to an Owner all Lots owned by an Owner shall be aggregated. The general annual assessment shall be allocated and assessed against Owners of all Lots within the Premises, on a pro rata basis, based on the acreage of real estate owned, and shall be paid at the time and in the manner determined by the Board of Directors of the Association, which time shall not be sooner than thirty (30) days after the date of the annual membership meeting.

(b) **Special Assessments.** Each Lot and the Owners thereof shall be subject to special assessment by the Board of Directors of the Association to cover all or any part of any extraordinary expenses incurred by the Association but not included in the annual budget. Such special assessments shall be assessed against Owners of all Lots within the Premises, on a pro rata basis, based on the acreage of real estate owned. Special assessments shall be due and payable sixty (60) days after the affirmative vote declaring such special assessments by the Board of Directors of the Association.

(c) **Service Charges.** In addition to any other fees, assessments or charges provided for herein, the Association shall have the authority, subject to applicable law, to charge reasonable fees to Owners for providing documents such as certificates, assessment reports and similar documents requested by Owners, Owners' lenders or others. Such fees shall be payable at the time such documents are provided to the requesting party.

(d) **Collection and Enforcement.** Except as provided in Article 11, the right to collect or enforce the collection of charges, assessments and special assessments is hereby delegated exclusively to the Association. The Owners of Lots shall be personally obligated to pay such charges, assessments and special assessments upon the Lots owned by them, and such

charges, assessments and special assessments shall also be and constitute a lien, until paid, against the Lot to which charged. All charges, assessments and special assessments levied by the Association which are unpaid when due shall bear interest from such due date at the rate of twelve percent (12%) per annum until paid in full, and such interest, together with the underlying assessment, shall from such time become and remain a part of the lien upon such Lot until paid.

The Association shall have the exclusive and sole right and power to collect or enforce the collection of charges, annual assessments and special assessments, and to bring any and all actions and proceedings for the collection thereof and for the foreclosure of liens therefor. The Association, acting through the Board of Directors, and as representative of all members, may bring an action at law against any Owner personally obligated for payment of unpaid assessments, or may foreclose the lien against any Lot. Any such foreclosure action shall be brought in the same manner as an action to foreclose a real estate mortgage, and there shall be added to the amount due the costs of suit and interest, together with reasonable attorneys' fees.

(e) Liability for Payment of Charges and Assessments. No Owner may exempt itself or its Lot from liability for contribution for charges and assessments levied by the Association by waiver of use of any of the Common Elements or Preservation Lands, or by the abandonment of its Lot; no conveyance shall relieve the seller or his Lot of such liability, and it shall be jointly, severally and personally liable along with the purchaser in any such conveyance for the charges and assessments incurred until the date of sale, until all charges and assessments against the Lot have been paid. Any interested person shall be entitled to a statement of unpaid assessments with respect to any Lot upon written request to the secretary of the Association.

14.5 Declarant's Conveyance to Association. Within ninety (90) days of the Association's incorporation, the Declarant will convey to the Association by quit claim deed and quit claim bill of sale any and all personal property, fixtures, structures, improvements, real property and real property interests constituting the Common Elements and Preservation Lands as of the date of such conveyance.

## ARTICLE XV

### MISCELLANEOUS

15.1 Submission of Plans. Whenever an Owner is required by these Covenants to submit plans of any kind to the Declarant, such plans shall be submitted in duplicate. After the plans have been reviewed, one set shall be returned to the Owner with the Declarant's approval and/or comments. The other set shall be retained by the Declarant.

15.2 Time for Approval. Unless otherwise specifically provided herein whenever the Declarant's approval is required hereunder, the Declarant shall take action within thirty (30) days after receipt of the request for approval, together with all plans, specifications, or other documents required for evaluation of such request (unless a longer time is specifically provided for herein). If the Declarant determines that additional material or information is necessary, this time period shall not begin until after such additional material or information is provided. If the Declarant elects not to grant approval, it shall provide specific written objections within the thirty (30) day time period provided herein. If the Developer fails to grant or deny the requested

approval within such thirty (30) day time period, the request shall be deemed to have been denied.

15.3 **Declarant not Liable.** The Declarant shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

- (a) The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;
- (b) The construction of any Improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications;
- (c) The development of any Building Site or other Lot within the Development;
- (d) The enforcement or lack of enforcement of any provision of these Covenants; or
- (e) Waiver, variance, modification or termination of these Covenants.

15.4 **Invalidity.** Invalidation of any of the provisions of these Covenants, whether by court order or otherwise, shall in no way affect the validity of the remaining provisions which shall remain in full force and effect.

15.5 **Captions.** The captions of articles and sections herein are for convenience only and are not intended to be part of the Covenants or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.

15.6 **Recording.** Any reference herein to recording a document shall mean recording in the office of the Register of Deeds for Kenosha County, Wisconsin.

15.7 **Notices.** Every Owner shall give written notice to the Declarant of its name and address for notice purposes (identifying the Lot it has acquired) within ten (10) days of becoming an Owner.

15.8 **Estoppel Certificates.** Upon written request by an Owner and delivery of a processing fee of \$1,500, the Declarant and/or the Association (as applicable) shall provide an estoppel certificate certifying, to the best of such party's knowledge, as to the compliance of such Owner's Lot with the terms and conditions of this Declaration.

15.9 **Conflict & Failure to Mention.** In the event of a conflict between the provision of this Declaration and the local ordinances, and the local ordinance is stricter than the provisions contained herein, the local ordinances shall control. Failure to mention a requirement, with respect to any Lot, outlot, Building, or Improvements, or other necessary approval in this Declaration shall not imply that no such requirement exists on behalf of the Municipality and shall not constitute a waiver of such Municipality requirement and/or approval. Each and every Owner shall be solely responsible to ensure that local ordinances are adhered to and shall be

subject to the appropriate local approval process for construction of Building and Improvements within any Lot.

15.10 **Tax-Exempt Covenant.** No Owner or Declarant shall sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation (the “Tax-Exempt Covenant”) unless the transferee executes an agreement in writing, prior to the date of such conveyance, to make a payment in lieu of taxes to the Village equal to the amount of taxes that would have been payable if such owner was non tax-exempt. This Tax-Exempt Covenant shall be in effect during such time that any portion of the Property is within a tax incremental financing district or any successor tax increment district including the Property. This Tax-Exempt Covenant runs with the Property and binds all owners in title to the Property during the term of the Tax-Exempt Covenant. In the event a court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then Owner or Declarant and its successors and assigns shall make a payment in lieu of taxes to the Village as required from time to time by the Village.

15.11 **Tax Assessment.** During such time that any portion of the Property is within a tax incremental financing district, neither Declarant nor Owner shall contest or consent to any other party contesting the ad valorem tax assessed value for the Property or any portion thereof using as evidence of its value the sales of properties with abandoned or vacated buildings, and the ad valorem tax assessed value of the Property or any portion thereof shall be determined using the same method used for other like properties and under no circumstances will a vacant building method be used to determine such ad valorem tax assessed value.

*SIGNATURE PAGE FOLLOWS*

**IN WITNESS WHEREOF**, the Declarant has caused the presents to be executed the day and year first written above.

**WISPARK LLC**

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

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

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above-named \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Wispark LLC, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

This instrument was drafted by:  
Joseph E. Puchner  
Quarles & Brady LLP  
411 E. Wisconsin Avenue, Suite 2350  
Milwaukee, WI 53202

**EXHIBIT A**

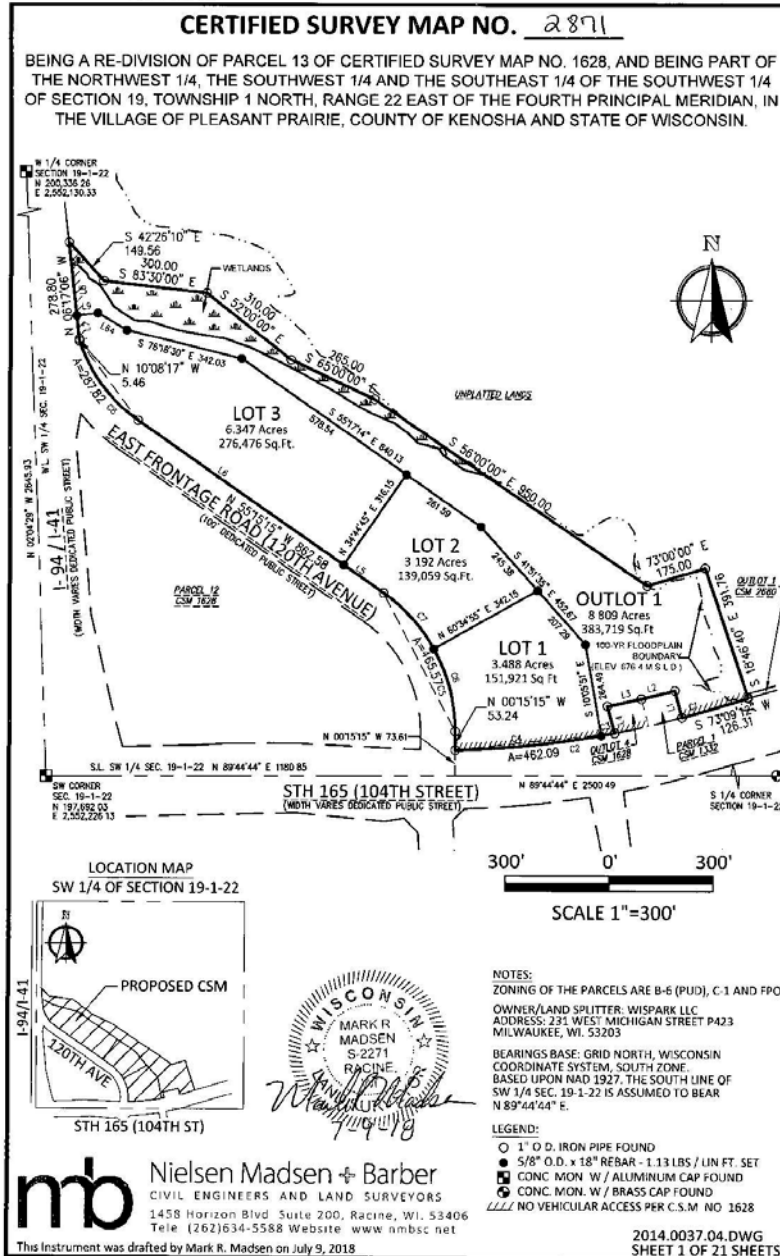
**LEGAL DESCRIPTION OF THE PREMISES**

Parcels 12 and 13 of Certified Survey Map 1628 as recorded on \_\_\_\_\_, 201\_\_ with the Register of Deeds of Kenosha County, Wisconsin as Document No. \_\_\_\_\_.



**EXHIBIT B**

1824323

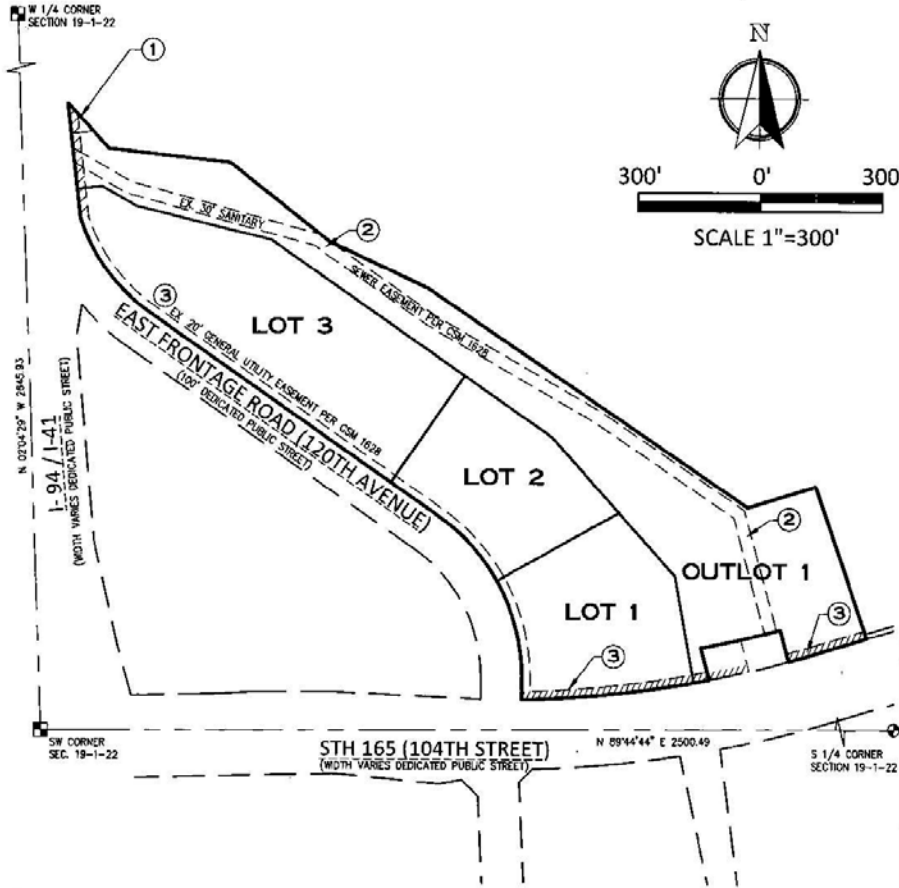


1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**EASEMENTS AND RESTRICTIONS  
PREVIOUSLY RECORDED ON C.S.M. No. 1628**



- ① STORM DRAINAGE EASEMENT. (PER C.S.M. No. 1628)
- ② 30' SANITARY SEWER EASEMENT. (PER C.S.M. No. 1628)
- ③ 20' GENERAL UTILITY EASEMENT. (PER C.S.M. No. 1628)
- INDICATES NO ACCESS. (PER C.S.M. No. 1628)

WISCONSIN  
 MARK R. MADSEN  
 S-2271  
 RACINE, WI  
 LAND SURVEYOR  
*Mark R. Madsen*  
 7-9-18

**mb** Nielsen Madsen + Barber  
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This Instrument was drafted by Mark R. Madsen on June 29, 2018

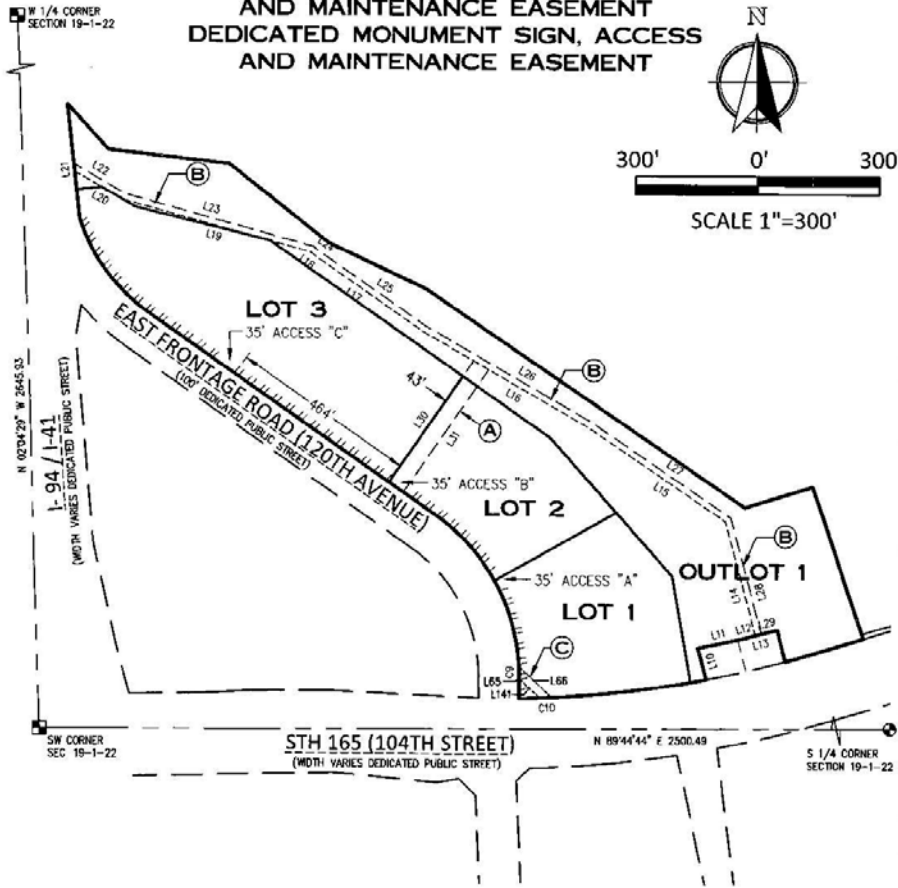
2014.0037.04.DWG  
SHEET 2 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**NEW EASEMENT DEDICATIONS AND RESTRICTIONS  
DEDICATED SANITARY SEWER, ACCESS  
AND MAINTENANCE EASEMENT  
DEDICATED MONUMENT SIGN, ACCESS  
AND MAINTENANCE EASEMENT**



- (A) 43' DEDICATED SANITARY SEWER, ACCESS, AND MAINTENANCE EASEMENT
  - (B) 15' DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT.
  - (C) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT.
- — — — — INDICATES NO VEHICULAR ACCESS



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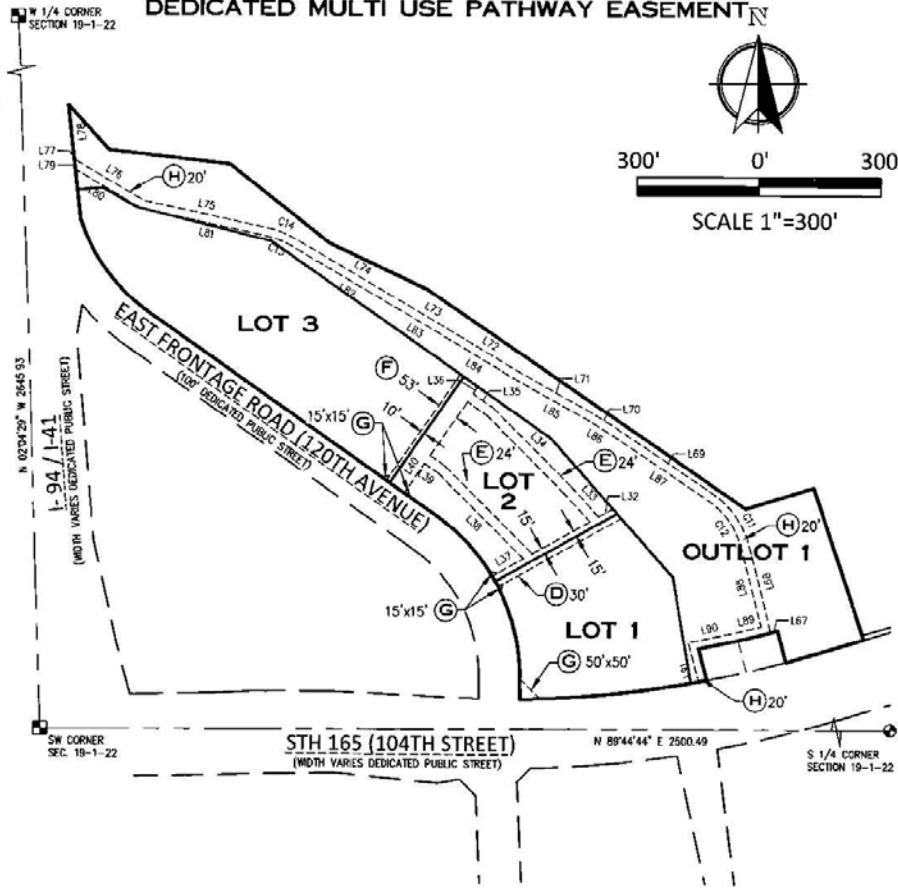
2014.0037.04.DWG  
SHEET 3 OF 21 SHEETS

1824323

### CERTIFIED SURVEY MAP NO. 2871

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

#### NEW EASEMENT DEDICATIONS DEDICATED INGRESS-EGRESS & CROSS ACCESS EASEMENTS DEDICATED MULTI USE PATHWAY EASEMENT



- (D) 30' DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT.
- (E) 24' DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT.
- (F) 53' DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT.
- (G) 15'x15' OR 50'x50' DEDICATED VISION TRIANGLE EASEMENT
- (H) 20' DEDICATED MULTI USE PATHWAY, ACCESS AND MAINTENANCE EASEMENT



*Mark R. Madsen*  
7-9-18

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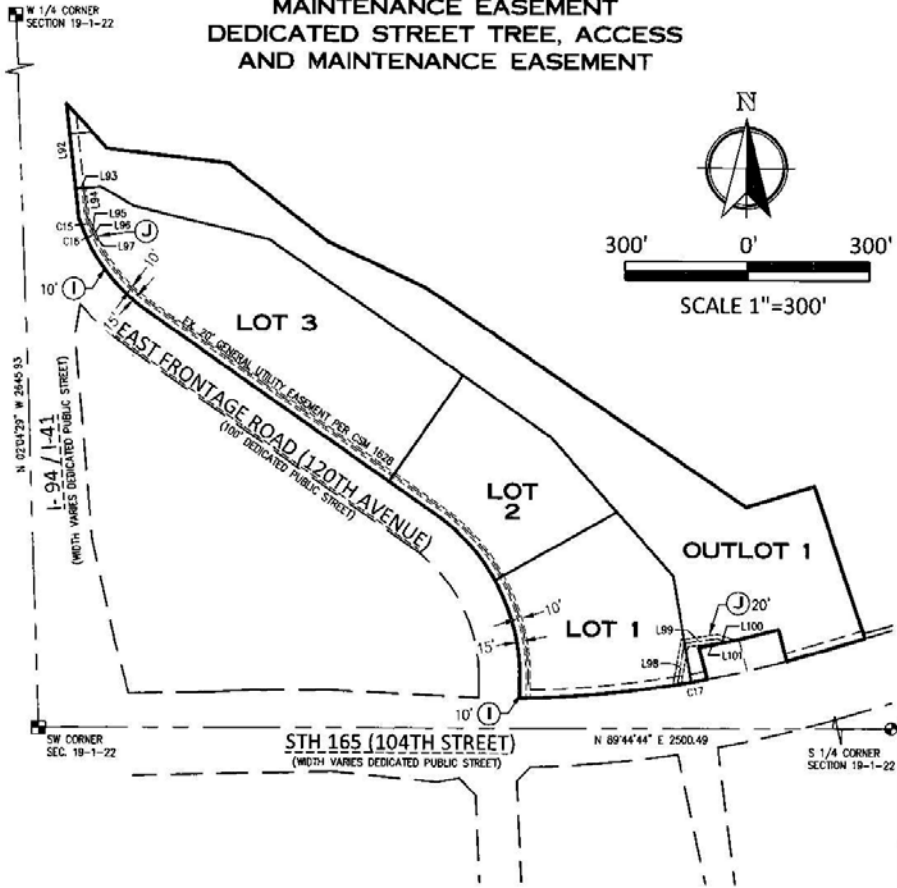
2014.0037.04.DWG  
SHEET 4 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**NEW EASEMENT DEDICATIONS  
DEDICATED UTILITY, ACCESS AND  
MAINTENANCE EASEMENT  
DEDICATED STREET TREE, ACCESS  
AND MAINTENANCE EASEMENT**



- ① 10' DEDICATED STREET TREE, ACCESS AND MAINTENANCE EASEMENT
- ② DEDICATED UTILITY, ACCESS AND MAINTENANCE EASEMENT.

Curve #	Radius	Arc	Chord Direction	Chord Length
C15	430.00	39.17	S21° 04' 31" E	38.16
C16	430.13	24.92	S25° 08' 42" E	24.92
C17	2769.73	74.66	S79° 47' 42" W	74.65

Line #	Length	Direction
L92	210.15	S06° 17' 06" E
L93	20.00	N94° 00' 36" E
L94	70.12	S05° 17' 05" E
L95	5.77	N88° 50' 52" E
L96	24.56	S24° 30' 39" E
L97	5.50	S63° 11' 39" W
L98	103.12	N09° 49' 56" E
L99	81.59	N81° 48' 30" E
L100	25.81	S72° 21' 52" E
L101	71.90	N77° 59' 18" E

WISCONSIN  
MARK R. MADSEN  
S. 2271  
RACINE, WI  
7-9-18

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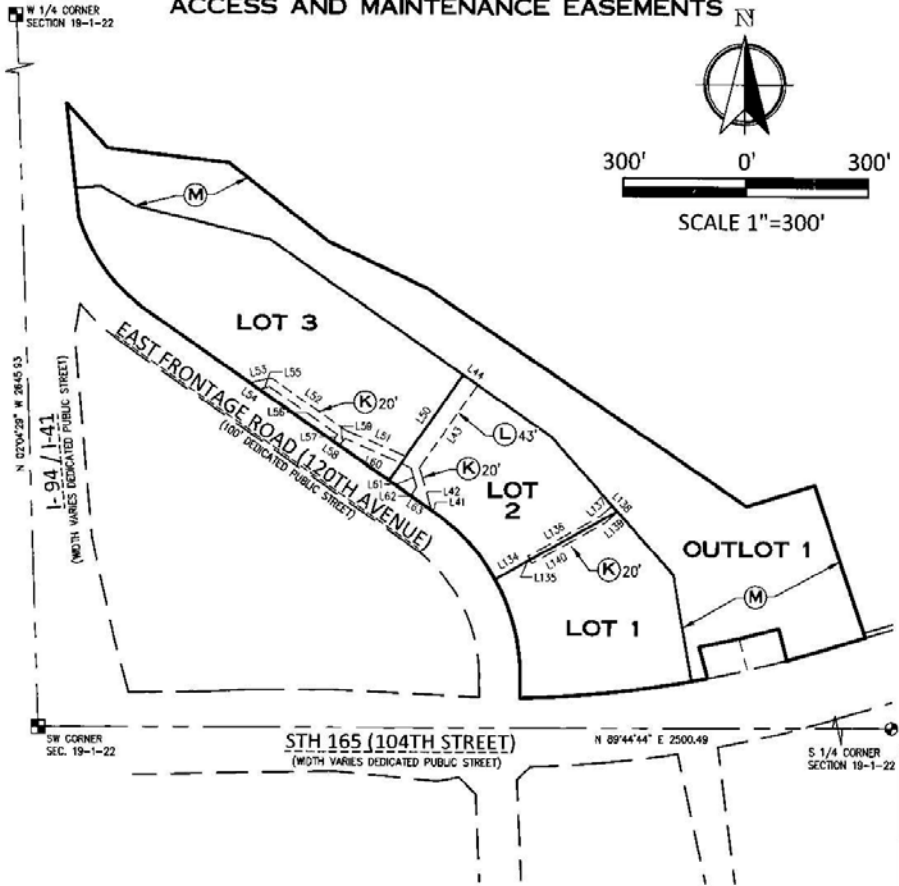
2014.0037.04.DWG  
SHEET 5 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**NEW EASEMENT DEDICATIONS  
DEDICATED STORM WATER DRAINAGE, RETENTION BASIN,  
ACCESS AND MAINTENANCE EASEMENTS**



- (K) 20' DEDICATED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT.
- (L) 43' DEDICATED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- (M) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT (OUTLOT 1)

WISCONSIN  
 MARK R  
 MADSEN  
 S-2271  
 RACINE,  
 WI  
 LAND SURVEYOR  
*Mark R Madsen*  
 7-9-18

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SHEET 6 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

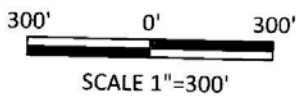
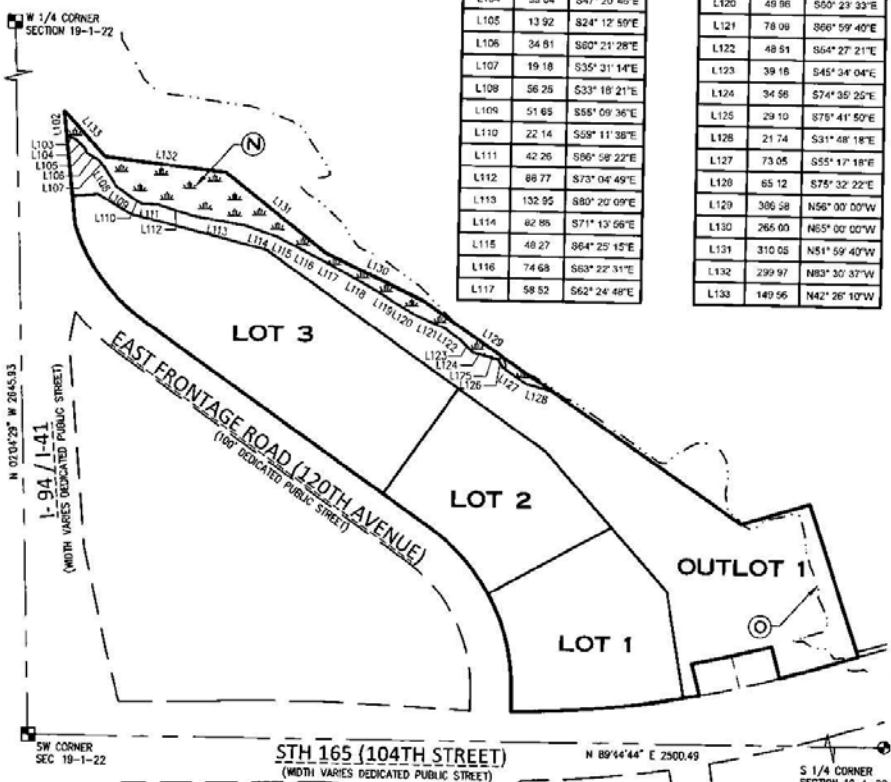
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**NEW EASEMENT DEDICATIONS  
DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS  
AND MAINTENANCE EASEMENT**



Line #	Length	Direction
L102	61.78	S06° 17' 06"E
L103	21.11	S72° 39' 09"E
L104	33.04	S47° 20' 45"E
L105	13.92	S24° 12' 59"E
L106	34.61	S60° 21' 28"E
L107	19.18	S35° 21' 14"E
L108	56.25	S33° 18' 21"E
L109	51.68	S55° 09' 36"E
L110	22.14	S59° 11' 38"E
L111	42.26	S06° 59' 22"E
L112	88.77	S73° 04' 49"E
L113	132.95	S80° 20' 09"E
L114	82.88	S71° 13' 56"E
L115	48.27	S64° 25' 15"E
L116	74.68	S63° 22' 31"E
L117	58.52	S62° 24' 48"E

Line #	Length	Direction
L118	97.24	S61° 11' 41"E
L119	59.16	S58° 23' 48"E
L120	49.96	S50° 23' 33"E
L121	78.09	S66° 59' 40"E
L122	48.61	S64° 27' 21"E
L123	39.18	S45° 34' 04"E
L124	34.56	S74° 35' 25"E
L125	29.10	S75° 41' 50"E
L126	21.74	S31° 48' 18"E
L127	73.05	S55° 17' 18"E
L128	65.12	S75° 32' 22"E
L129	306.28	N56° 00' 00"W
L130	265.00	N65° 00' 00"W
L131	310.00	N51° 59' 40"W
L132	299.97	N83° 30' 37"W
L133	149.56	N42° 26' 10"W



- (N) DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT.
- (O) DEDICATED FLOODPLAIN PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT AREA (ELEVATION 676.4 M S.L.D.)

**mb Nielsen Madsen + Barber**  
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This instrument was drafted by Mark R. Madsen on June 29, 2018

2014.0037.04.DWG  
 SHEET 7 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

Boundary Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C1	2789.73	73.59	S74° 07' 23" W	73.69
C2	2768.73	462.09	S83° 48' 07" W	461.55
C3	2769.73	39.55	S79° 25' 54" W	39.55
C4	2768.73	442.54	S84° 12' 40" W	422.12
C5	485.00	465.67	N27° 45' 15" W	447.90
C6	485.00	246.85	N14° 50' 07" W	244.20
C7	485.00	218.72	N42° 20' 05" W	216.67
C8	450.00	287.82	N36° 55' 50.5" W	282.04

Boundary Line Table		
Line #	Length	Direction
L1	80.00	N15° 05' 52" W
L2	100.00	S75° 55' 12" W
L3	100.00	S77° 59' 18" W
L4	80.00	S15° 07' 06" E
L5	139.81	N55° 15' 15" W
L6	722.77	N55° 15' 15" W
L7	58.95	N06° 17' 05" W
L8	210.15	N06° 17' 05" W
L9	61.53	S84° 06' 38" W
L84	95.21	N60° 11' 09" W

Sanitary Easement Line Table		
Line #	Length	Direction
L10	80.00	N15° 07' 05" W
L11	100.00	S77° 59' 18" W
L12	45.08	S75° 55' 10" W
L14	288.05	S15° 06' 52" E
L15	409.37	S50° 00' 00" E
L16	470.17	S60° 15' 14" E
L17	315.28	S55° 20' 41" E
L18	21.32	S52° 00' 00" E
L19	480.33	S74° 45' 33" E
L20	138.04	S60° 11' 09" E
L21	18.58	N08° 17' 08" W
L22	145.05	N60° 11' 09" W
L23	481.43	N74° 45' 33" W
L24	23.91	N52° 00' 00" W
L25	314.20	N55° 20' 41" W
L26	470.09	N60° 10' 14" W
L27	415.52	N50° 00' 00" W
L28	263.91	N15° 06' 52" W
L29	39.92	N75° 55' 10" E
L30	362.32	S34° 44' 45" W
L31	366.09	S34° 44' 45" W

Ingress-Egress Easement Line Table		
Line #	Length	Direction
L32	40.06	N60° 34' 55" E
L33	190.92	N42° 35' 25" W
L34	270.59	N45° 18' 56" W
L35	59.89	S59° 17' 14" E
L36	19.58	N34° 44' 45" E
L37	88.00	N60° 34' 55" E
L38	295.01	S45° 24' 17" E
L39	42.28	S66° 15' 23" E
L40	87.51	N34° 44' 45" E

Monument Sign Easement Line Table		
Line #	Length	Direction
L65	3.24	N00° 15' 15" W
L66	111.32	S46° 32' 08" E
L141	89.67	N46° 05' 42" W

Storm Easement Line Table		
Line #	Length	Direction
L41	12.89	N55° 15' 15" W
L42	108.23	S16° 06' 33" E
L43	247.83	N34° 44' 45" E
L44	43.00	S55° 17' 14" E
L50	244.34	N34° 44' 45" E
L51	101.57	N66° 37' 22" W
L52	222.36	S55° 15' 15" E
L53	83.20	N78° 00' 58" E
L54	20.61	N60° 15' 15" W
L55	76.63	N76° 00' 50" E
L56	204.29	N55° 15' 15" W
L58	20.00	N55° 15' 15" W
L59	21.77	N35° 08' 27" E
L60	170.29	S66° 37' 22" E
L61	50.26	S16° 24' 57" E
L62	25.03	N32° 02' 33" E
L63	51.22	S55° 15' 15" E
L134	98.18	N60° 34' 55" E
L135	20.00	N29° 25' 05" W
L136	203.24	N60° 34' 55" E
L137	37.62	N48° 08' 25" E
L138	20.00	S41° 51' 35" E
L139	38.80	S48° 06' 25" W
L140	205.42	S60° 34' 55" W

Multi Use Pathway Easement Line Table		
Line #	Length	Direction
L67	17.17	S76° 01' 42" W
L68	219.90	N14° 32' 50" W
L69	288.64	N56° 32' 10" W
L70	66.11	N68° 24' 12" W
L71	211.87	N61° 12' 13" W
L72	182.78	N59° 19' 48" W
L73	145.61	N59° 40' 22" W
L74	305.33	N59° 52' 45" W
L75	313.49	N77° 55' 52" W
L76	184.00	N89° 45' 05" W
L77	3.74	S83° 34' 30" W
L78	138.04	S06° 17' 06" E
L79	22.10	S06° 17' 06" E
L80	187.05	S59° 49' 05" E
L81	214.13	S77° 55' 52" E
L82	302.75	S59° 52' 45" E
L83	145.52	S58° 40' 22" E
L84	193.04	S59° 19' 48" E
L85	211.71	S61° 12' 13" E
L86	65.30	S58° 24' 12" E
L87	288.32	S56° 32' 10" E
L88	199.77	S14° 32' 50" E
L89	62.31	S75° 55' 10" W
L90	120.75	S77° 59' 18" W
L91	98.58	S15° 07' 06" E

Monument Sign Easement Curve Table			
Curve #	Radius	Arc	Chord Length
C9	485.00	26.47	N51° 45' 04" W
C10	2768.73	29.78	S87° 14' 21" W

Multi Use Pathway Easement Curve Table			
Curve #	Radius	Arc	Chord Length
C11	219.31	160.94	S35° 34' 16" E
C12	199.31	145.28	S35° 34' 21" E
C13	220.00	89.31	S88° 54' 19" E
C14	224.00	70.57	N68° 54' 19" W



**mb Nielsen Madsen + Barber**  
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This instrument was drafted by Mark R. Madsen on June 29, 2018

2014.0037.04.DWG  
 SHEET 8 OF 21 SHEETS



18a43a3

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1528, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON CSM 1628 (EASEMENT TEXT MODIFIED VIA THIS CSM)**

**DEDICATED STORM DRAINAGE EASEMENT (EASEMENT 1 - PREVIOUSLY DEDICATED ON CSM 1628)**

A nonexclusive easement coextensive with the area shown as a Dedicated Storm Drainage Easement on Outlot 1 of this CSM was dedicated, given, granted and conveyed by Wispark LLC to the Owners of Outlot 1 and the Village of Pleasant Prairie ("the Village") for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This Dedicated Storm Drainage Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner of Outlot 1 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village and the Owners of Outlot 1 as they relate to the easement, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of Wispark LLC, the rights of the Village and the rights of the Owners of Outlot 1 or other entities with respect to the Dedicated Storm Drainage Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. Wispark LLC shall be responsible for the initial costs associated with the construction of the storm sewer improvements contained within the exclusive easement.

The easement rights include the right to enter upon Outlot 1 within the Dedicated Storm Drainage Easement at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water under Outlot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.

**DEDICATED 30' SANITARY SEWER EASEMENT AREA (EASEMENT 2 - PREVIOUSLY DEDICATED ON CSM 1628)**

A non-exclusive easement coextensive with the areas shown within Outlot 1 of this CSM as a Dedicated 30' Sanitary Sewer Easement was dedicated, given, granted and conveyed by the Wispark LLC to the Village of Pleasant Prairie ("the Village") for sanitary sewer purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance, ingress and egress. This Dedicated 30' Sanitary Sewer Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owners of Outlot 1 as will not interfere with the improvements, uses and purposes of the Village as they relate to the easement, and (3) such future parking areas, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of Wispark LLC, the rights of the Village and the rights of the Owners of Outlot 1 or other entities with respect to the Dedicated 30' Sanitary Sewer Easement area, the Village's rights under the easement shall be deemed to be superior.



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This instrument was drafted by Mark R. Madsen on July 9, 2018

2014.0037.04.DWG  
SHEET 9 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

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**DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON CSM 1628 (EASEMENT TEXT MODIFIED VIA THIS CSM)**

The easement rights include the right to enter upon Outlot 1 within the Dedicated 30' Sanitary Sewer Easement area at any time to reconstruct, maintain, use and repair the underground sanitary sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer mains for the purpose of conveying sanitary sewer under Outlot 1, together with the right to excavate, reconstruct, maintain, use and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, landscaping and other obstructions interfering with the location, reconstruction, use and maintenance of the sanitary sewer system improvements without compensation from the Village to the Owners

**DEDICATED 20' GENERAL UTILITY EASEMENT AREAS (EASEMENT 3 - PREVIOUSLY DEDICATED ON CSM 1628)**

Nonexclusive easements coextensive with the areas shown on Lots 1, 2, 3 and Outlot 1 of this CSM as Dedicated 20' General Utility Easement Areas have been dedicated, given, granted and conveyed by Wispark LLC to 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 as shown on this CSM and for all related ingress and egress. This easement shall also include the right to trim or remove trees, bushes, branches, and roots as reasonably required which may be interfering 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. Upon the installation of the utilities, the Owners of Lots 1, 2, 3 and Outlot 1 shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Owners of Lots 1, 2, 3 and Outlot 1 and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, 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.

WI DOT, subject to permitting and conditions, generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way and private roadway easement areas with prior written approval from WI DOT, subject to the requirements of applicable WI DOT regulations and the requirements of such public uses and purposes of WI DOT. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public roadway 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 public roadway areas to a vegetatively stabilized condition, the Owners of Lots 1, 2, 3 and Outlot 1 shall be ultimately responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public or private roadways after the crushed aggregate base course is installed without prior written approval of WI DOT. 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 WI DOT, to serve the public functions and purposes of WI DOT in the public street area. In the event of any conflict between the rights of WI DOT and the rights of the private utility, electric or communications company in such public street areas, WI DOT's rights shall be deemed to be superior.



Nielsen Madsen + Barber

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This Instrument was drafted by Mark R. Madsen on July 9, 2018



2014.0037.04.DWG  
SHEET 10 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON CSM 1628 (EASEMENT TEXT MODIFIED VIA THIS CSM)**

**DEDICATED PUBLIC STREET**

The fee interest in the area shown as a Dedicated Public Street on this Certified Survey Map (CSM) was dedicated, given, granted and conveyed by Wispark LLC (the "Developer") to the Village of Pleasant Prairie, (referred to as the "the Village") and its successors and assigns pursuant to CSM # 1628. This Dedicated Public Street area (shown as 120<sup>th</sup> Avenue a/k/a East Frontage Road on this CSM) was then subsequently jurisdictionally transferred by the Village to the Wisconsin Department of Transportation (WI DOT) for the construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, curbs and gutters, street signs, street lights, storm sewer and drainage system improvements, utility and communications facilities, street terrace grading, placing topsoil and seeding, and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. The Village's public sanitary sewer and water system utilities are located within this Dedicated Public Street and the Village shall have the responsibility to maintain these underground utilities in this Dedicated Public Street subject to WI DOT permitting and any conditions that may be imposed by the WI DOT. The WI DOT's Dedicated Public Street is subject also to the following (1) the responsibilities of the Lot 1, 2, and 3 Owners (and the Village's right but not the obligation), for street terrace grading, placing of topsoil, seeding, mowing and maintenance, public street trees and other landscaping planting, pruning and maintenance, and construction of WI DOT permitted private driveways and the snow clearance, installation, repair, replacement, maintenance and use of the area between the roadway and the Lot 1, 2 and 3 properties as approved by the WI DOT and as it will not interfere with the public improvements, uses and purposes of the WI DOT. In the event of any conflict between the rights of the WI DOT under its fee interest in the Dedicated Public Street and the obligations of the Lot 1, 2, and 3 Owners, the Village and the WI DOT pursuant to the responsibilities contained herein, the rights of the WI DOT shall be deemed to be superior.



*Mark R. Madsen*  
7-9-18



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This Instrument was drafted by Mark R. Madsen on June 29, 2018

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SHEET 11 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**NEW EASEMENT DEDICATIONS**

**DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (A & B)**

Nonexclusive easements coextensive with the area shown as a Dedicated 15' and 43' Sanitary Sewer, Access and Maintenance Easement on Lots 2, 3 and Outlot 1 of this CSM are dedicated, given, granted and conveyed by Wispark LLC to the Village for sanitary sewer purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These easements shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owners of the Lot on which the easement is located as will not interfere with the improvements, uses and purposes of the Village, and (3) such future driveways, curbs and gutters, sidewalks, landscaping, or other uses of the easement as may be approved in writing by the Village. There shall be no buildings, structures, fences, berms, retaining walls or underground sprinklers located placed within the easement. In the event of any conflict between the rights of Wispark LLC, the rights of the Village, the rights of Gateway at Lakeview Corporate Park Owners' Association and the rights of the Owners of Lots 2, 3 and Outlot 1 or other entities with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

The Village's and Gateway at Lakeview Corporate Park Owners' Association's easement rights include the right to enter upon Lots 2, 3 and Outlot 1 within the Dedicated 15' and 43' Sanitary Sewer, Access and Maintenance Easement area at any time to reconstruct, maintain, use, clean, televise and repair the underground sanitary sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer mains for the purpose of conveying sanitary sewer under Lots 2, 3 and Outlot 1, together with the right to excavate, reconstruct, maintain, use, clean, televise and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, driveway pavement areas, landscaping, sidewalks, curbs and gutters, underground sprinklers or other obstructions interfering with the location, reconstruction, use and maintenance of the sanitary sewer system improvements, without compensation, to the Owners.

**DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT (C)**

A nonexclusive easement coextensive with the area shown as a Dedicated Monument Sign, Access and Maintenance Easement on Lot 1 of this CSM is hereby dedicated, given, granted and conveyed by Wispark LLC to the Lot Owners and the Association for the purposes of signage installation, maintenance, removal and replacement, installation and replacement of lighting, planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. This easement is exclusive except for the same easement hereby retained by the Developer and also granted to the Village for the purposes of development monument signage, installation, maintenance, removal and replacement, installing and replacing lighting, planting and installing trees, shrubs, and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.

Wispark LLC shall be responsible for all costs associated with the initial construction and installation of the monument sign, as well as providing the lighting, landscaping and maintenance for the monument sign until that responsibility is transferred to the Association.



*Mark R. Madsen*  
7-9-18



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SHEET 12 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**NEW EASEMENT DEDICATIONS**

**DEDICATED INGRESS, EGRESS AND CROSS ACCESS EASEMENT (D, E & F)**

Nonexclusive easements coextensive with the **Dedicated Ingress-Egress, Cross Access and Maintenance Easement** areas shown on this CSM are hereby dedicated, given, granted and conveyed by Wispark LLC for the benefit of the Owners of Lots 1, 2 and 3 and the Village for vehicle ingress, egress and cross access purposes. In the event of any conflict between the rights of the Lot 1, 2 and 3 Owners and the Village with respect to such dedicated easement areas, the Village's rights under the easements shall be deemed superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights these easements. Said easement areas shall not be barricaded or blocked so as to prevent cross access to and through Lots 1, 2 and 3. The Lot Owners shall be responsible for all costs associated with the construction, snow plowing and maintenance of the underlying access drives, curb and gutter, pavement and pavement markings, landscaping and signage associated with the easement areas on their respective Lots. A separate Ingress-Egress, Cross Access and Maintenance Agreement shall be prepared, agreed and executed by and between the Lot Owners.

**DEDICATED VISION TRIANGLE EASEMENT (G)**

Nonexclusive easements coextensive with the areas shown as a 15'x15' or 50'x50' Dedicated Vision Triangle Easements on Lots 1, 2 and 3 of this CSM are hereby dedicated, given, granted and conveyed by Wispark LLC to the Owner of Lots 1, 2 and 3 and the Village to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x15' and 50'x50' Dedicated Vision Triangle Easements between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village or the WI DOT.

**DEDICATED MULTI USE EASEMENT (H)**

A nonexclusive easement coextensive with the area shown as a Dedicated Multi Use Pathway Easement on Outlot 1 of this CSM is hereby dedicated, given, granted and conveyed by Wispark LLC to the Association and the Village for vehicular, bicycle and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner, the rights of the Village and the rights of the Lot Owner(s) or other entities with respect to the Dedicated Multi Use Pathway Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner(s) of Outlot 1 and the Association shall be responsible for all costs associated with the construction, snow plowing, maintenance and landscaping improvements. A written Multi Use Pathway Easement document affecting the properties will be recorded that further details the easement rights and maintenance obligations.

**DEDICATED PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT (I)**

A nonexclusive easement coextensive with the area shown as a Dedicated 10' Public Street Tree, Access and Maintenance Easement adjacent to the east side of the East Frontage Road (120th Avenue) is hereby dedicated, given, granted and conveyed by Wispark LLC to the Village and WI DOT for the purpose of street tree planting, pruning, watering, re-mulching, staking and other related maintenance. It is Wispark LLC's responsibility to plant and maintain said public street trees and remove dead plant-life and remove any trash and debris in the easement area until that responsibility is transferred to the Owner(s) of Lots 1, 2 and 3 and the Association, (collectively its Owners) who then shall be obligated for ongoing maintenance and replacement responsibilities.



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SHEET 13 OF 21 SHEETS

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**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**NEW EASEMENT DEDICATIONS**

**DEDICATED UTILITY, ACCESS AND MAINTENANCE EASEMENT (J)**

Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated 20' General Utility Easement on this CSM were dedicated, given, granted and conveyed by the previous Owner as shown on CSM No. 1628 and recorded at the Kenosha County Register of Deeds Office and new easements are being dedicated for those utilities including, but not limited to, those commonly known as WE Energies, 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 and for any related ingress and egress. This Dedicated General Utility Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering 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 Dedicated General Utility Easement area shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Grantor and as may be approved by the Village. Upon the installation of the utilities, restoration of all such land, as nearly as is reasonably possible, to the condition existing prior to installation of such utilities within the General Utility Easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees in accordance with a separate agreement between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the prior written approval of the Utility and Communication Grantees.

**DEDICATED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT (K & L)**

A nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Access and Maintenance Easement on Lots 2 and 3 of this CSM are hereby dedicated, given, granted and conveyed by Wispark LLC to the Owners of Lots 2 and 3, the Association, the Village and WI DOT for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This Dedicated Storm Water Drainage, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of Lots 2 and 3 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village, the Owner of Lots 2 and 3, the Association and the WI DOT as they relate to the easement, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of Wispark LLC, the rights of the Village, the rights of the Owners of Lots 2 and 3, the rights of the Association, the rights of the WI DOT or other entities with respect to the Dedicated Storm Water Drainage, Access and Maintenance Easement area, the rights under the easement shall be deemed to be superior. Unless the WI DOT or the Village exercises their rights granted to it hereunder with respect to the easement, the Village or the WI DOT shall have no obligation to do anything pursuant to its rights under the easement. Wispark LLC shall be responsible for the initial costs associated with the construction of the storm sewer improvements contained within the exclusive easement, until said responsibility is transferred to the underlying owner(s).



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This Instrument was drafted by Mark R. Madsen on July 9, 2018



*Mark R. Madsen*  
7-9-18

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SHEET 14 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**NEW EASEMENT DEDICATIONS**

The easement rights include the right by the Village or the WI DOT to enter upon Lots 2 and 3 within the Dedicated Storm Water Drainage, Access and Maintenance Easement area at any time to reconstruct, maintain, use, televise, clean and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water under Lots 2 and 3, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements. Storm sewers and drainage systems have to remain in service to provide WI DOT drainage. Any changes to the storm sewers and drainage system will require WI DOT approval

**DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT (M)**

A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Outlot 1 on this CSM is hereby dedicated, given, granted and conveyed by Wispark LLC to the Village and the WI DOT for the Owner's and adjacent land owners private storm water drainage system improvements, storm water retention basin storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement shall be exclusive, except for the Lot 1, 2 and 3 Owner's use, planting and irrigating, care and maintenance of the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area on Outlot 1 as it will not interfere with the improvements, uses and purposes of the Village or WI DOT. Because off-site Lot 1, 2 and 3 Owners are benefitting from the Outlot 1 retention basin and related storm water drainage system improvements, the Wispark LLC intends to dedicate Outlot 1 in a fee interest transfer to the Gateway at Lakeview Corporate Park Owners' Association for private storm water drainage system improvements, storm water retention basin storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. In the event of any conflicts between the rights of the Village or the WI DOT pursuant to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement and the rights of any other persons or entities with respect to the Dedicated Easement, the Village's and WI DOT's rights under this Easement shall be deemed to be superior

**DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT AREA (N)**

A nonexclusive easement coextensive with each area shown as a Wetland Protection and Preservation, Access and Maintenance Easement area within Outlot 1 on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland protection and preservation and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to these easements, the Village shall have no obligation to do anything related to its rights under this easement

**DEDICATED FLOODPLAIN PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT AREA (O)**

A nonexclusive easement coextensive with each area shown as a Floodplain Protection and Preservation, Access and Maintenance Easement area within Outlot 1 on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Village for floodplain protection and preservation and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to these easements, the Village shall have no obligation to do anything related to its rights under this easement.

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SHEET 15 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, MARK R MADSEN, Professional Land Surveyor, hereby certify THAT I have prepared this Certified Survey Map at the direction of Wispark LLC, THAT the exterior boundaries are described as being a Re-division of Parcel 13, of Certified Survey Map No. 1628, and being that part of the Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 19 Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin described as follows Commencing at a point on the South line of said Southwest 1/4 located N89°44'44"E 1180.85 feet from the Southwest Corner of said Section 19, thence N00°15'15"W 73.81 feet to the North line of the North right-of-way of STH 165 (104th Street), the Easterly line of the East right-of-way of 120th Avenue and the point of beginning of this description, continue thence N00°15'15"W 53.24 feet along said East right-of-way to the point of a curvature of a curve of Easterly convexity whose radius is 485.00 feet and whose chord bears N27°45'15"W 447.90 feet, thence Northerly 465.57 feet along the arc of said curve and said East right-of-way, thence N55°15'15"W 862.58 feet along said East right-of-way to the point of a curvature of a curve of Southerly convexity whose radius is 450.00 feet and whose chord bears N36°55'50.5"W 282.94 feet, thence Northerly 287.82 feet along the arc of said curve and said East right-of-way, thence N10°08'17"W 5.46 feet along said East right-of-way, thence N06°17'06"W 278.80 feet along said East right-of-way to the North line of said Parcel 13, thence S42°28'10"E 149.58 feet along said North line, thence S83°30'00"E 300.00 feet along said North line, thence S52°00'00"E 310.00 feet along said North line, thence S65°00'00"E 265.00 feet along said North line, thence S56°00'00"E 950.00 feet along said North line, thence N73°00'00"E 175.00 feet along said North line, thence S18°46'40"E 391.76 feet along said North line to said North line of the North right-of-way of STH 165 (104th Street), thence S73°09'12"W 126.31 feet along said North right-of-way to the point of a curvature of a curve of Southerly convexity whose radius is 2769.73 feet and whose chord bears S74°07'23"W 73.69 feet, thence Southwesterly 73.69 feet along the arc of said curve and said North right-of-way to the East line of Parcel 1 of Certified Survey Map No. 1332, thence N15°06'52"W 80.00 feet along said East line to the North line of said Parcel 1; thence S75°55'10"W 100.00 feet to the North line of Outlot 4 of said Certified Survey Map No. 1628, thence S77°59'18"W 100.00 feet along said North line to the West line of said Outlot 4, thence S15°07'06"E 80.00 feet along said West line to said North line of the North right-of-way of STH 165 (104th Street) and a point on a curve of Southerly convexity whose radius is 2769.73 feet and whose chord bears S83°48'08"W 461.55 feet, thence Westerly 462.09 feet along the arc of said curve and said North right-of-way to the point of beginning. Containing 21.836 acres.

THAT said Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof made and I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

July 9, 2018

*Mark R. Madsen*  
Mark R. Madsen, S-2271  
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This Instrument was drafted by Mark R. Madsen on June 29, 2018

2014.0037.04.DWG  
SHEET 16 OF 21 SHEETS



1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION

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

Wispark LLC

Signed [Signature]  
Erica-Nicole Hains, Vice President

IN WITNESS WHEREOF, this 10<sup>th</sup> day of July, 2018.

Witness [Signature]

STATE OF Wisconsin  
COUNTY OF Milwaukee ) SS.

Personally came before me this 10 day of July, 2018, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such Vice President of said Limited Liability Corporation, and acknowledged that she executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

[Signature]  
My Commission Expires 2/2/2021



VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this 11<sup>th</sup> day of June, 2018.

[Signature]  
Michael J. Serpe, Village Plan Commission Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this 18<sup>th</sup> day of June, 2018.

[Signature]  
John P. Steinbrink, Village President

Attest [Signature]  
Jané S. Snell, Village Clerk

**mb** Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd Suite 200, Racine, WI 53406  
Tele (262)634-5588 Website www.nmbc.net



2014.0037.04.DWG  
SHEET 17 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**RESTRICTIVE COVENANTS**

1. Wispark LLC (the "Developer") hereby covenants that the Owner of Outlot 1, The Gateway at LakeView Corporate Park Owner's Association, Inc. (referred to as the "Association"), together with the Lot 1, 2 and 3 Owners, shall have the obligation of maintaining the **Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement** area shown on Outlot 1 on this CSM in a functional, neat and nuisance free condition to handle storm water from Lots 1, 2 and 3 and Parcel 12 of CSM # 1628 within The Gateway at LakeView Corporate Park Development. Such maintenance shall include, without limitation and as needed, mowing, weeding, grading, seeding or sodding; maintaining erosion control methods to protect the drainageways; ditching and/or dredging to re-establish design capacities; removing of trash, debris, leaves and brush; cleaning, repairing and replacing inlets, outlets, piping, manholes and catch basin structures; and other maintenance to prevent nuisance conditions in the Outlot. Each of the Lot Owners further covenants that on its respective Lot there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area which blocks, diverts or re-routes the drainage flow or which might materially interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Association, its successors and assigns and successors-in-title of the land, in their capacity as the Outlot 1 Owner, and the Lot 1, 2 and 3 Owners and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage or retention basin related maintenance activities on Outlot 1, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner 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 the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement.

2. The Developer hereby covenants that the Lot 1, 2 or 3 Owners shall have the obligation of maintaining the **Dedicated Storm Water Drainage, Access and Maintenance Easement** areas within their respective Lot 1, 2 and 3 areas shown on this CSM in a functional, neat and nuisance free condition to handle storm water in and drainage on their Lots, until and unless said responsibility is transferred to the Association. Such maintenance shall include, without limitation and as needed, mowing, weeding, grading, seeding or sodding; maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; cleaning, repairing and replacing inlets, outlets, storm sewer and catch basin structures; and other maintenance to prevent nuisance conditions. Each of the Lot Owners further covenants that on its respective Lot there shall be no structures, fences, gates, signs, parking, berming or altering of the grade of the land within the easement areas which blocks, diverts or re-routes the drainage flow or which might materially interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Lot 1, 2 and 3 Owners, their successors and assigns and successors-in-title of the land, in their capacity as the respective Lot Owners, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage or storm sewer related maintenance activities on Lots 1, 2 or 3, the respective Lot Owner 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 the Dedicated Storm Water Drainage, Access and Maintenance Easement.



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This instrument was drafted by Mark R. Madsen on June 29, 2018

2014.0037.04.DWG  
SHEET 18 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**RESTRICTIVE COVENANTS**

3. The Developer hereby covenants that the Association and the Lot 1, 2 and 3 Owners shall have the obligation of planting, maintaining and replacing the public street trees and boulevard landscaping located within the East Frontage Road (120<sup>th</sup> Avenue) right-of-way or **Dedicated 10' Street Tree, Access and Maintenance Easement** areas shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting of 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 or adjacent properties, which might damage the public street trees and boulevard landscaping or might interfere with the Village's rights (but not the obligation) to maintain the public street trees and boulevard landscaping, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Association and the Lot 1, 2 and 3 Owners, their successors and assigns and successors-in-title of the land, in their capacity as the Lot 1, 2 and 3 Owners, and shall benefit and be enforceable by the Village. Such public street trees and boulevard landscaping maintenance shall be performed regularly, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street trees and boulevard landscaping related maintenance activities adjacent to Lots 1, 2 and 3, the respective Lot 1, 2 or 3 Owners or the 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 the Dedicated 10' Street Tree, Access and Maintenance Easement.

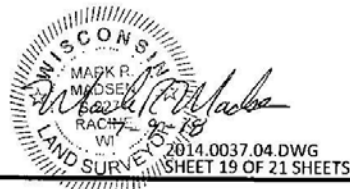
4. The Developer hereby covenants that the **Wetland Protection and Preservation, Access and Maintenance Easement** area shown on this CSM shall be protected and maintained as a wetland protection and preservation area and that no filling, dredging, tree cutting, mowing, plant removal or other activity or condition detrimental to its function as a wetland area within Outlot 1 shall occur without written approval of the Association, the Village and, to the extent they have jurisdiction, the Wisconsin Department of Natural Resources (WI DNR) and US Army Corps of Engineers. This covenant shall run with the land, shall be binding on the Association, its successors, assigns and successors-in-title in their capacity as Owners of Outlot 1 and shall benefit and be enforceable by the Village and/or the WI DNR. The Developer shall be relieved of any protection or maintenance obligations it may have as owner of such Outlot 1 or portions thereof under this covenant, only to the extent that the Association or Lot 1, 2 and 3 Owners performs the required wetland protection and maintenance functions to the satisfaction of the Village.

To the extent that the Village performs any such wetland maintenance activities, the Association or Lot 1, 2 and 3 Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owner 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 Wetland Protection and Preservation, Access and Maintenance Easement, the Village shall have no obligation to do anything pursuant to its rights under the Wetland Protection and Preservation, Access and Maintenance Easement.

5. The Developer hereby covenants that the **Floodplain Protection and Preservation, Access and Maintenance Easement** area shown on this CSM shall be protected and maintained as a floodplain protection and preservation area and that no filling, dredging, tree cutting, mowing, plant removal or other activity or condition detrimental to its function as a floodplain area shall occur or exist within such area without written approval of the Association, the Village and, to the extent they have jurisdiction, the WI DNR and Federal Emergency Management Agency (FEMA). This covenant shall run with the land, shall be binding on the Association, its successors, assigns and successors-in-title in their capacity as Outlot 1 Owner and shall benefit and be enforceable by the Village and FEMA. The Developer shall be relieved of any protection or maintenance obligations it may have as the owner of Outlot 1 or portions thereof under this covenant, only to the extent that the Association or the Lot 1, 2 and 3 Owners perform the required protection and maintenance functions to the satisfaction of the Village, WI DNR or FEMA, as applicable.

**mb** Nielsen Madsen + Barber  
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This Instrument was drafted by Mark R. Madsen on July 9, 2018



2014.0037.04.DWG  
SHEET 19 OF 21 SHEETS

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**RESTRICTIVE COVENANTS**

To the extent that the Village performs any such floodplain maintenance activities, the Association or Lot 1, 2 and 3 Owners, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM with respect to the Floodplain Protection and Preservation, Access and Maintenance Easement, the Village shall have no obligation to do anything pursuant to its rights under the Floodplain Protection and Preservation, Access and Maintenance Easement.

- 6. The Developer covenants that the **Dedicated Sanitary Sewer, Access and Maintenance Easement** area shown on this CSM hereby places restrictions on Outlot 1, wherein a public **Sanitary Sewer, Access and Maintenance Easement** was given, granted and conveyed by the Developer to the Village for public sanitary sewer purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve this and other adjacent development subject to the Dedications and Easements Provision on this CSM. Each of the Lot Owners further covenants that on its respective Lot that there shall be no buildings, fences, driveways, parking areas, landscaping, berms or structures of any kind placed within the easement area 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. Furthermore, if the Village allows for the placement of fencing, driveways, parking areas or landscaping, berms or structures within the sewer easement area granted to the Village, the Outlot 1 or Lot Owners, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private fencing, driveways, parking areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Outlot 1 or Lot Owners, its successors, assigns and successors-in-title of Outlot 1 or the Lots, in their capacity as the Outlot 1 or Lot Owners, and shall benefit and be enforceable by the Village.
- 7. The Developer covenants that the Association shall have the obligation of installing, constructing and maintaining the signage, landscaping and lighting located within the **Dedicated Monument Sign, Access and Maintenance Easement** area on Lot 1 shown on this CSM until and unless said responsibility is transferred to the Association. Such work shall include installing, painting, repairing and maintaining the monument signage, installing and replacing lighting, grading, planting, pruning and watering trees, shrubs and other landscape elements and all related ingress and egress.

To the extent that the Village performs any such monument signage, landscaping or lighting maintenance activities, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Association or the Lot 1, 2 and 3 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 this Dedicated Monument Sign, Access and Maintenance Easement, the Village shall have no obligation to do anything pursuant to its rights under the Dedicated Monument Sign, Access and Maintenance Easement

- 8. The Developer hereby covenants that the **Dedicated Vision Triangle Easement** areas shown on this CSM hereby places restrictions on Lots 1, 2 and 3 because of the location of these easements which were given, granted and conveyed by the Developer to maintain a clear sight line of vision at the State Trunk Highway (STH) 165 and 120<sup>th</sup> Avenue (East Frontage Road) intersections and at each of the private driveway connections at the 120<sup>th</sup> Avenue intersections. There shall be no sight obstructions, such as but not limited to signage, fences, landscaping or vehicular parking that are located within the Dedicated Vision Triangle Easement areas between the heights of two (2) feet and 10 feet unless approved by the WI DOT and the Village. These restrictions are for the benefit of the traveling public and shall be enforceable by the WI DOT and/or Kenosha County or the Village

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WISCONSIN  
 MARK R. MADSEN  
 LAND SURVEYOR  
 RACINE, WI  
 2014.0037.04.DWG  
 SHEET 20 OF 21 SHEETS

This Instrument was drafted by Mark R. Madsen on July 9, 2018

1824323

**CERTIFIED SURVEY MAP NO. 2871**

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**RESTRICTIVE COVENANTS**

- 9. The Developer hereby covenants that the **Dedicated Ingress, Egress and Cross Access Easement** areas shown on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Lot 1, 2 and 3 Owners and the Village for vehicle ingress, egress and cross access purposes to benefit the Lot 1, 2 and 3 Owners and the Village. These easements shall be non-exclusive. In the event of any conflict between the rights of the Lot Owners and the Village with respect to the easements, the Village's rights under the easements shall be deemed superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights their these easements. Said easement areas shall not be barricaded or blocked so as to prevent cross access to and through the Lot 1, 2 and 3 properties. The Lot Owners shall be responsible for all costs associated with the construction, snow plowing and maintenance of the underlying access drives, curb and gutter, pavement and pavement markings, landscaping and signage associated with the Easement areas on their respective Lots.
- 10 The Owner hereby covenants that the **Dedicated Multi-Use Pathway, Access and Maintenance Easement** area shown on this CSM hereby places restrictions on Outlot 1 for the construction and maintenance of a paved, multi-use pathway to be utilized by the Village for ingress, egress and access to the public sanitary sewer main for sewer cleaning, televising, maintenance and repair work and for the public for pedestrian walkway and bicycling activities.

To the extent that the Village performs any such multi-use paved pathway or landscaping activities, the Association and the Lot 1, 2 and 3 Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Association or Lot 1,2 and 3 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 this Dedicated Multi-Use Pathway, Access and Maintenance Easement, the Village shall have no obligation to do anything pursuant to its rights under the Dedicated Multi-Use Pathway, Access and Maintenance Easement



DOCUMENT

1824323

RECORDED  
At Kenosha County, Kenosha WI 53140  
JoEllyn R. Storz, Register of Deeds  
July 26, 2018 1:59 PM  
438.88  
Pages 21



*Mark R. Madsen*  
7-9-18



Nielsen Madsen + Barber  
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This Instrument was drafted by Mark R. Madsen on June 29, 2018

2014.0037.04.DWG  
SHEET 21 OF 21 SHEETS

**EXHIBIT C**

INSERT LIGHTING CUT SHEETS [DISCUSS WITH VILLAGE]

**ORDINANCE NO. 18-43  
ORDINANCE TO AMEND CHAPTER 320-3  
OF THE MUNICIPAL CODE OF THE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO HOTEL/MOTEL ROOM TAX**

**BE IT ORDAINED AND ESTABLISHED** by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Chapter 320-3 of the Municipal Code be amended as follows:

§ 320-3 **Hotel/motel room tax.**

[Amended 3-4-2002 by Ord. No. 02-13; 4-18-2005 by Ord. No. 05-13; 11-6-2017 by Ord. No. 17-59]

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

**GROSS RECEIPTS**

Has the meaning, insofar as applicable, as defined in § 77.51(4)(a), (b) and (c), Wis. Stats.

**HOTEL or MOTEL**

A building or group of buildings in which the public may obtain accommodations for a consideration, including, without limitation, such establishments as inns, motels, hotels, tourist homes or courts, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges and cabins and any other building in which accommodations are available to the public, except accommodations rendered for a continuous period of more than 30 days and accommodations furnished by hospitals, sanatoriums or nursing homes or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes, provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.

**TRANSIENT**

Any person residing for a continuous period of less than 30 days in a hotel, motel or furnished accommodations available to the public.

**LODGING MARKETPLACE**

An entity that provides a platform through which an unaffiliated 3<sup>rd</sup> party offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant.

**OCCUPANT**

A person who rents a short-term rental through a lodging marketplace.

**OWNER**

The person who owns the residential dwelling that has been rented on a short-term basis.

## **SHORT-TERM RENTAL**

A residential dwelling that is offered for rent for a fee and for fewer than 29 consecutive days.

## **RESIDENTIAL DWELLING**

Any building, structure, or part of the building or structure, that is used or intended to be used as a home, residence, or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.

### B. Room tax imposed.

- (1) Pursuant to § 66.0615, Wis. Stats., a tax is imposed on the privilege and service of furnishing at retail rooms or lodging to transients and occupants by hotel keepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. The tax imposed under this paragraph may be collected from the consumer or user, but may not be imposed on sales to the federal government and persons listed under § 77.54 (9a), Wis. Stats. The Village will also not impose and collect a room tax from the owner of a short-term rental if the short-term rental that is rented through the lodging marketplace and the lodging marketplace has already collected the room tax from the occupant and has forwarded it to the Village. Such tax shall be at the rate of 8% of the gross receipts from such retail furnishing of rooms or lodging. Such tax shall not be subject to selective sales tax imposed by § 77.52(2), Wis. Stats. The proceeds of such tax shall be remitted monthly to the Village Treasurer.
- (2) ~~There is hereby~~ The Village has created a Village Travel and Tourism Fund ~~to be~~ to hold ~~financed by the allocation and distribution of~~ 90% of all room tax revenues collected under this section until such time as the Pleasant Prairie Convention and Visitors Bureau (“CVB”) has been established and commenced operations. ~~Such~~ The ~~funds~~ Fund shall be discontinued after ~~shall be paid to the Pleasant Prairie Convention and Visitors Bureau~~ CVB has established its own bank account in its own name and all monies held in the Fund will be forwarded to the CVB for tourism promotion and tourism development. ~~the purposes of establishing and perpetuating a Pleasant Prairie Convention and Visitors Bureau, which Bureau shall use such revenues to promote tourism and to attract conventions and related activities for the benefit of the Village.~~
- (3) Once the CVB’s bank account has been established, ~~T~~the Village Administrator shall make monthly deposit payments of ~~moneys~~ room tax revenues collected directly into the CVB’s designated bank account. ~~for the Pleasant Prairie Convention and Visitors Bureau, which shall hold and invest such funds until expended by it~~ In December of each calendar year or as otherwise agreed, the Pleasant Prairie Convention and Visitors Bureau shall submit an itemized, written report relative to the use of such funds to the Village Board.

### C. Application for permit.

- (1) Permit. Every person, including a Lodging Marketplace, furnishing rooms or lodging shall



file with the Village Clerk an application for a permit for each place of business. Any person who maintains, manages, or operates a short-term rental for more than 10 nights each year are required to obtain from the Wisconsin Department of Agriculture, Trade and Consumer Protection a license as a tourist room house, as defined in § 97.01 (15k), as a precondition from obtaining a Permit with the Village. Every application for a permit shall be made upon a form prescribed by the Village Clerk and shall set forth the name under which the applicant intends to transact business, location of his place of business and such other information as the Village Clerk requires. The application shall be signed by the authorized representative of the Lodging Marketplace, the owner of the lodging property or short-term rental if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of the business. At the time of making an application, the applicant shall pay to the Village Treasurer a fee of \$10 for each permit.

- (2) Security bond. In order to protect the revenue of the Village, the Village Clerk may require any person liable for the tax imposed to file with him before or after a permit is issued such security not in excess of \$5,000 as the Village Clerk determines. If any taxpayer fails or refuses to place such security, the Village Clerk may refuse or revoke such permit. If any taxpayer is delinquent in the payment of taxes imposed by this section, the Village Treasurer may, upon 10 days' notice and after giving the taxpayer an opportunity to confer, recover the taxes, interest and penalties from the security placed with the Village Treasurer by such taxpayer. No interest shall be paid or allowed by the Village to any person for the deposit of such security.
  - (3) Issuance of permit. After compliance with Subsection C (1) and (2), the Village Clerk shall grant and issue to each applicant a separate permit for each place of business with the Village. Such permit is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. It shall at all times be conspicuously displayed at the place for which it is issued.
  - (4) Revocation of permit. Whenever any person fails to comply with this section, the Village Administrator may, upon 10 days' notification and after affording such person the opportunity to show cause why the permit should not be revoked, revoke or suspend any or all of the permits held by such person. The Village Administrator shall give notice of this suspension or revocation to the party affected and shall not issue a permit after the revocation of a permit unless he is satisfied that the former holder of the permit will comply with the provisions of this section. A fee of \$10 shall be imposed for the renewal or issuance of a permit which has been previously suspended or revoked. The decision of the Village Administrator to revoke or suspend a permit may be appealed to the Village Board.
- D. Records to be kept. Every person liable for the tax imposed by this section shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the Village Treasurer requires.
- E. Administration and payment of taxes. This section shall be administered by the Village Administrator. The tax imposed for the month is due and payable before the last day of the following month.
- F. Returns to be filed. A return shall be filed with the Village Treasurer by those furnishing at

retail such rooms and lodging on or before the same date on which such tax is due and payable. Such return shall show the gross room receipts of the preceding calendar month from such retail furnishing of rooms or lodging, the amount of the tax imposed for such period and such other information as the Village Administrator deems necessary to administer this section. The Village Administrator may, for good cause, extend the time of filing any return, but not longer than one month from the filing date.

- G. Records to be confidential. All tax returns, schedules, exhibits, writings or audit reports relating to such returns on file with the Village Administrator are confidential, except the Village Administrator may divulge their contents to the following persons:
- (1) The person who filed the return.
  - (2) Officers, agents or employees of the Federal Internal Revenue Service or the State Department of Revenue.
  - (3) Officers, employees or agents of the Village as may be necessary to enforce collection.
- H. Determination of tax. The Village Administrator may by office or field audit determine the tax required to be paid to the Village or the refund due to any person under the basis of the facts contained in the return being audited or on the basis of any other information within the Village Administrator's possession. One or more such office audit determinations may be made of the amount due for any one or for more than one period. The Village Administrator or his agent may examine and inspect the books, records, memoranda and property of any person in order to verify the tax liability of that person or another person. The Village Administrator may make a determination of the tax at any time.
- I. Failure to file return. If any person fails to file a return as required by this section, the Village Administrator shall make an estimate of the amount of the gross receipts. Such estimate shall be made for the period for which such person failed to make a return and shall be based upon any information which is in the Village Administrator's possession or may come into his possession. On the basis of this estimate, the Village Administrator shall compute and determine the amount required to be paid to the Village, adding to the sum thus arrived at a penalty equal to 10% thereof. One or more such determinations may be made for one or more than one period.
- J. Interest on unpaid taxes and refunds.
- (1) All unpaid taxes shall bear interest at the rate of 18% per annum from the due date of the return until the first day of the month following the month in which the tax is paid or deposited with the Village Treasurer.
  - (2) All refunded taxes shall bear interest at 18% per annum from the date of the return until the first day of the month following the month in which such taxes are refunded. An extension of time within which to file the return shall not operate to extend the due date of the return for purposes of interest computation. If the Village Treasurer determines that any overpayment of tax has been made intentionally or by reason of carelessness or neglect or if the tax which was overpaid was not accompanied by a complete return, he shall not allow

any interest thereon.

- K. Late filing fee. Delinquent tax returns shall be subject to a late filing fee of \$10.
- L. Delinquent taxes. The tax imposed by this section shall become delinquent if not paid on or before the due date of the return or before the expiration of an extension period if one has been granted. If a return is filed late or there is no return filed, the due date for the taxes imposed is the due date of the return.
- M. False or fraudulent return. If a false or fraudulent return is filed with the intent in either case to defeat or evade the tax imposed by this section, a penalty of 50% of the tax due shall be paid in addition to the tax, interest and late filing penalty.
- N. Penalty. Any person who shall violate any provision of this section shall, upon conviction, be subject to a penalty as provided in Chapter 1, § 1-4, of this Code.
- O. Effective date. This ordinance shall become effective on January 1, 2018.

Passed and adopted this 17th day of September, 2017.

VILLAGE OF PLEASANT PRAIRIE

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John P. Steinbrink, President

ATTEST:

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Jane C. Snell, Clerk

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



Office of the  
Village Administrator  
**Nathan Thiel**

## **MEMORANDUM**

**TO:** Village Board

**FROM:** Nathan Thiel, Village Administrator

**DATE:** September 17, 2018

**SUBJECT:** Consider a "Vacant Land Offer to Purchase" between Route 165, LLC ("Buyer") and the Village of Pleasant Prairie ("Seller")

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The Village has entered into a "Vacant Land Offer to Purchase" agreement between Route 165 LLC ("Buyer"), and the Village of Pleasant Prairie ("Seller").

### **Parcel Information:**

1. **Size:** 5.58 acres.
2. **Location:** Generally located at the southwest quadrant of State Trunk Highway 165 and the I-94 West Frontage Road.
3. **Tax Parcel Number:** 91-4-121-251-0154
4. **Ownership:** Owned by the Village. Due to the fact that this parcel is considered undevelopable, on August 10, 2017, this ownership of this parcel was transferred via Quit Claim Deed from the Village Community Development Authority ("CDA") to the Village of Pleasant Prairie.
5. **Parcel Value (per Village Assessing Dept.):** \$22,000 (which is the proposed sale price).
6. **Parcel Improvements:** The parcel contains 2 storm water basins that serve storm water run-off from the undeveloped Uline-owned parcel to the north (across the West Frontage Road) and also accommodates roadway storm water run-off.
7. **Campus Pathway Connection:** In 2017, Uline and the CDA entered into an Agreement allowing Uline to construct and use a paved pathway connecting the Uline facilities located at 12575 Uline Drive (H1) with the Uline facilities located at 12100 Uline Place (H2). This Campus Pathway Connection traverses the southern portion of this property.
8. **Parcel Maintenance:** Uline currently maintains (landscapes, mows the grass) this property.
9. **Easements:**
  - a. Private Driveway, Access & Maintenance Easement intended for potential future access to the Uline H1 property to the immediate west.
  - b. 20' Public Sanitary Sewer, Access & Maintenance Easement
  - c. Storm Water Drainage, Retention Basin, Access & Maintenance Easement
  - d. 12' Wisconsin Electric Power Easement
  - e. 20' Fiber Optics Easement (Document #1773792)

### **RECOMMENDATION**

The Village staff recommends that the Village Board approve the "Vacant Land Offer to Purchase" between Route 165 LLC and the Village of Pleasant Prairie and authorize the Village President to execute the Vacant Land Offer to Purchase contract.

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~DATE IS~~ ~~(AGENT OF BUYER)~~

2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)** **STRIKE THOSE NOT APPLICABLE**

3 **(GENERAL PROVISIONS)** The Buyer, Route 165, LLC

4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] Outlot 1 of CSM 2684, Tax Parcel No. 91-4-121-251-0154  
6 in the Village of Pleasant Prairie, County of Kenosha, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** Twenty-two Thousand  
9 \_\_\_\_\_ Dollars (\$ 22,000.00).

10 ■ **EARNEST MONEY** of \$ N/A accompanies this Offer and earnest money of \$ N/A  
11 will be mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or

12 \_\_\_\_\_  
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: None  
16 \_\_\_\_\_

17 \_\_\_\_\_  
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** None  
19 \_\_\_\_\_

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: \_\_\_\_\_  
25 **(ACCEPTANCE)** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

26 copies of the Offer.  
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**  
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **(BINDING ACCEPTANCE)** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before September 25, 2018. Seller may keep the Property on the  
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
33 **(OPTIONAL PROVISIONS)** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.

36 **(DELIVERY OF DOCUMENTS AND WRITTEN NOTICES)** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Timothy J. Geraghty, Godin Geraghty Puntillo Camilli, S.C.  
41 Buyer's recipient for delivery (optional): Michael Baird, Uline

42  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( 262 ) 657-1690 Buyer: ( 262 ) 612-4282

44  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.

47  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 6301 Green Bay Road, Kenosha, WI 53142  
50 Delivery address for Buyer: 12575 Uline Drive, Pleasant Prairie, WI 53158

51  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): tgeraghty@ggplawyers.com  
56 E-Mail address for Buyer (optional): MBaird@uline.com

57 **(PERSONAL DELIVERY/ACTUAL RECEIPT)** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 463-487 and 246-278) other than those  
65 identified in the Seller's disclosure report dated: ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and Property is sold "as is" and "where is" in all respects with Seller making no representations or warranties regarding Conditions Affecting  
68 the Property or Transaction.

69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than September 14, 2018  
71 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
74 assessments, fuel and \_\_\_\_\_

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.  
77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 78  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
80 APPLIES IF NO BOX IS CHECKED)
- 81  Current assessment times current mill rate (current means as of the date of closing)
- 82  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 84

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
86 **substantially different than the amount used for proration especially in transactions involving new construction,**  
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**  
88 **regarding possible tax changes.**

89  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
96 (written) (oral) **STRIKE ONE** lease(s), if any, are no leases

97 \_\_\_\_\_ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days of acceptance of this Offer, a list of all  
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland  
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve  
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any  
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be  
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**  
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**  
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**  
110 **Parties agree this provision survives closing.**

111  **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).  
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be  
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a  
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more  
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization  
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a  
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department  
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective  
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of  
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more  
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more  
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land  
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum  
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface  
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must  
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.  
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,  
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later  
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 159 be held in trust for the sole purpose of restoring the Property.

#### 160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 164 defined to include:

165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special  
 166 assessments or otherwise materially affect the Property or the present use of the Property.

167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.

168 c. Land division or subdivision for which required state or local approvals were not obtained.

169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland  
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines  
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.

173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)  
 174 (where one or both of the properties is used and occupied for farming or grazing).

175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.

176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.

177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,  
 178 including, but not limited to, gasoline and heating oil.

179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,  
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the  
 181 premises.

182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.

183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 184 Property.

185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-  
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned  
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

190  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
193 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.  
194 Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
197 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,  
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

202  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to  
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan  
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
215 unacceptability.

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**  
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing  
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**  
244 **deadlines provide adequate time for performance.**



245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface  
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic  
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government  
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing  
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other  
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)  
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,  
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of  
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to  
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the  
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of  
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that  
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county  
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be  
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited  
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and  
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,  
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and  
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or  
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,  
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,  
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of  
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these  
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should  
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_

307 \_\_\_\_\_

308 \_\_\_\_\_

309 [Insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314  **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  
315  **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned \_\_\_\_\_  
316 \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317  **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither  
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
320 development.

321  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
322 upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from  
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308  **CHECK**  
327 **ALL THAT APPLY:**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding tank;

328  other: \_\_\_\_\_

329  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE**  
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if  
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
336 proposed use: \_\_\_\_\_

337 \_\_\_\_\_

338  **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither  
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at  
340 the lot line, across the street, etc.)  **CHECK AND COMPLETE AS APPLICABLE:**  electricity \_\_\_\_\_;

341  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  water \_\_\_\_\_;

342  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  other \_\_\_\_\_;

343  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE**  
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
345 roads.

346  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if  
347 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
348 occupancy permit;  other \_\_\_\_\_  **CHECK ALL THAT APPLY**, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

351  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  **STRIKE ONE** ("Seller  
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
353 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's)  **STRIKE ONE** ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
356 if any, and: \_\_\_\_\_

357  **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:  
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE:** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
413 Offer except: \_\_\_\_\_

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of  
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the  
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

424 \_\_\_\_\_

425 \_\_\_\_\_

426 \_\_\_\_\_

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**  
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_ days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within \_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding \_\_\_\_ days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer has reviewed Chicago Title Insurance Company Commitment No. LT-206216,  
459 dated July 1, 2018, for the Property and agrees to take title subject to all easements and restrictions described in said title insurance commitment.

460 Buyer understands the Property may not be developed because of the easements and restrictions against the Property.

461 \_\_\_\_\_

462 \_\_\_\_\_

463 \_\_\_\_\_

464 \_\_\_\_\_

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the  
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for  
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or  
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and  
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of  
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the  
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,  
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building  
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,  
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in  
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's  
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**  
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**  
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.  
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported  
502 to the Wisconsin Department of Natural Resources.

503  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
 506 an inspection of \_\_\_\_\_  
 507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.  
 511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**  
 512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).  
 515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
 517 Buyer had actual knowledge or written notice before signing this Offer.

518  **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If  
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and  
 521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
 523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
 524 or (b) Seller does not timely deliver the written notice of election to cure.

525  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 \_\_\_\_\_  
 528 \_\_\_\_\_  
 529 \_\_\_\_\_  
 530 \_\_\_\_\_  
 531 \_\_\_\_\_  
 532 \_\_\_\_\_  
 533 \_\_\_\_\_  
 534 \_\_\_\_\_

535 This Offer was drafted by [~~Licensee and Firm~~] \_\_\_\_\_

536 \_\_\_\_\_ on \_\_\_\_\_  
 Route 165, LLC

537 (x) \_\_\_\_\_  
 538 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

539 (x)  Phillip D. Hunt \_\_\_\_\_ 8/20/18  
 540 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (by) \_\_\_\_\_

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**  
 544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**  
 545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**  
 Village of Pleasant Prairie

546 (x) \_\_\_\_\_  
 547 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

548 (x) \_\_\_\_\_  
 549 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

553 Seller Initials ▲ Date ▲ \_\_\_\_\_ Seller Initials ▲ Date ▲ \_\_\_\_\_

**Statewide Services, Inc.**

Claim Division

1241 John Q. Hammons Dr.  
P.O. Box 5555  
Madison, WI 53705-0555  
877-204-9712

September 5, 2018

Village of Pleasant Prairie  
Attn: Vesna Savic  
9915 39<sup>th</sup> Ave  
Pleasant Prairie, WI 53158

Program: League of Wisconsin Municipalities Mutual Insurance  
Our Insured: Village of Pleasant Prairie  
Date of loss: 8/30/2018  
Our Claim # WM000301740225  
Claimant: Tim Hamelink  
11075 44<sup>th</sup> Ave.  
Pleasant Prairie, WI 53158

Dear Ms. Savic,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the Village of Pleasant Prairie. We are in receipt of the claim submitted by Mr. Hamelink for damage to his vehicle, allegedly caused by a rock kicked up by a Village truck traveling in front of it on 88<sup>th</sup> Ave.

We have reviewed the matter and recommend that the Village of Pleasant Prairie deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the Village. Statewide Services found no negligence on the part of the Village that may have led to this alleged incident.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Sarah Bourgeois  
Claims Rep. I  
Statewide Services Inc.  
PO Box 5555  
Madison, WI 53705-0555  
608-828-5439 Phone  
800-854-1537 Fax  
[sbourgeois@statewidesvcs.com](mailto:sbourgeois@statewidesvcs.com)

CC: Rick Kalscheuer