

**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**  
**April 2, 2018**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Presentation
  - A. Consider and present Resolution #18-07 of Appreciation and Recognition to Wyatt Witt for His Years of Service to the Village of Pleasant Prairie.
5. Minutes of Meetings – March 17, 2018 Special Meeting and March 19, 2018 Regular Meeting
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 Resolution #18-08 for approval of a Preliminary Plat for vacant properties generally located south of 89<sup>th</sup> Place and 106<sup>th</sup> Avenue for the development of 45 single family lots known as River Run at Heritage Valley.
  - B. Receive Plan Commission recommendation and consider Master Conceptual Plan for development of a 64 acre property located at the northwest corner of CTH Q and 120<sup>th</sup> Avenue for the construction of Aurora Health Center.
  - C. Receive Plan Commission recommendation and consider Ordinance #18-11 to amend a portion of the Barnes Creek Neighborhood Plan as it relates to vacant land at the southeast corner of 91<sup>st</sup> Street and Springbrook Road to be known as Eva Manor.
  - D. Receive Plan Commission recommendation and consider Conceptual Plan for development of vacant land at the southeast corner of 91<sup>st</sup> Street and Springbrook Road to be known as Eva Manor.

Village Board Agenda  
April 2, 2018

- E. Receive Plan Commission recommendation and consider a Certified Survey Map to adjust lot lines between Lots 1 and 2 within the Fountain Ridge Development.
- F. Consider Resolution #18-06 designating April 8 - 14, 2018 as National Public Safety Telecommunications Week.
- G. Consider Letter of Credit Reduction Request No. 4 for The Cottages at Village Green Development.
- H. Consider the 2018 Sewer Lining Project Award of Contract.
- I. Consider the RecPlex Bathroom Room Addition Project Award of Contract.

9. Village Board Comments

10. Adjournment

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

Resolution No. 18-07

**Resolution of Appreciation and Recognition  
to Wyatt Witt  
for His Years of Service to the Village of Pleasant Prairie**

*WHEREAS*, Wyatt Witt retired on March 1, 2018 after twenty-two years of outstanding service to the Village of Pleasant Prairie as a member of the Public Works Department; and

*WHEREAS*, Wyatt began his career with the Village of Pleasant Prairie on April 4, 1996 and was promoted several times during his tenure; and

*WHEREAS*, throughout his many years of service, Wyatt served the community with integrity and dedication; and

*WHEREAS*, Wyatt demonstrated expertise and devotion to his work and provided superior and professional service to the residents of Pleasant Prairie through his duties in the Public Works Department including the installation of sanitary sewers, storm sewers and water mains, snow plowing, heavy equipment operation, and the excavation of Ingram Pond; and

*WHEREAS*, the Village of Pleasant Prairie would like to acknowledge and sincerely thank Wyatt for his outstanding service and recognize him for his commitment to the community throughout his years of service working at the Village.

*NOW, THEREFORE BE IT RESOLVED*, that the Village of Pleasant Prairie does hereby extend to Wyatt Witt our sincere respect and appreciation for his dedicated service to the Department of Public Works and the Village as a whole, our congratulations on his well-earned retirement, and our best wishes to him for continued success, happiness, and good health in the years to come.

*Considered and adopted this 2<sup>nd</sup> day of April, 2018*

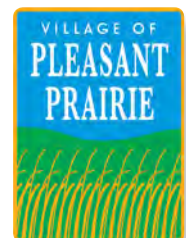
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*John P. Steinbrink, President*

Attest:

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*Jane Snell, Village Clerk*



**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
Special Meeting  
March 17, 2018  
8:30 a.m.**

A special meeting of the Pleasant Prairie Village Board was held on Saturday, March 17, 2018. Meeting called to order at 8:30 a.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Thomas Shircel, Interim Village Administrator, Carol Willke, Director of Human Resources and Michael Pollocoff, in coming Village Board member.

- 1. CALL TO ORDER**
  
- 2. ENTER INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY RELATING TO THE VILLAGE ADMINISTRATOR POSITION.**

**KECKLER MOVED TO ENTER INTO EXECUTIVE SESSION; SECONDED BY KLIMISCH; ROLL CALL VOTE – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEIWCZ – AYE; KLIMISCH – AYE; SERPE – AYE; MOTION CARRIED 5-0.**

John Steinbrink:

The Board will return to open session for the purpose of adjournment only.

- 3. RETURN TO OPEN SESSION AND ADJOURNMENT.**

After discussion, **KECKLER MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY KLIMISCH; ROLL CALL VOTE – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEIWCZ – AYE; KLIMISCH – AYE; SERPE – AYE; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 11:15 A.M.**

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
March 19, 2018  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, March 19 2018. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Tom Shircel, Interim Village Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Craig Roepke, Fire & Rescue Chief; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Mary Jo Jiter, Communication Director; and Jane Snell, Village Clerk. No citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - Regular meetings dated February 19, 2018 and March 5, 2018; Special meeting dated March 5, 2018.**

Kris Keckler:

Move approval of all three.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Kris, second by Dave. Any comment or question? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

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**KECKLER MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD REGULAR MEETING HELD ON MARCH 5, 2018 AND SPECIAL MEETINGS HELD ON FEBRUARY 19, 2018 AND MARCH 5, 2018 AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

**5. CITIZEN COMMENTS**

Jane Snell:

Mr. President, there were no signups this evening.

John Steinbrink:

Anybody wishing to speak under citizens' comments? Hearing none I'll close citizens' comments.

**6. ADMINISTRATOR'S REPORT**

**7. NEW BUSINESS**

**A. Consider the request of Fountain Ridge, LLC to release Draw No. 7 of the Letter of Credit for the Fountain Ridge development.**

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening I bring before you a letter of reduction of credit for the Fountain Ridge development generally located on 90th Avenue and 83rd Street within Pleasant Prairie. The first screen shows you the location. The second screen is going to show the work that's complete to date as of January 8th of '18. And then the work of draw number 7, and that's all the work that was done as of January 8 of '18 per our record it shows pretty much everything is done in there. The development is really taking shape. It's looking nice.

And so staff went through the calculations of the retainer that needs to be held versus the amount of the public retainage. Some new work that was done on the County Trunk H, a couple of change orders held retainage, and we are recommending a net reimbursement of \$168,152.38 at this time.

Michael Serpe:

Move to concur with the superintendent's recommendation.

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Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO APPROVE THE REQUEST OF FOUNTAIN RIDGE, LLC TO RELEASE DRAW NO. 7 OF THE LETTER OF CREDIT FOR THE FOUNTAIN RIDGE DEVELOPMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**B. Consider 2018-2019 Liability and Property Insurance Proposals.**

Kathy Goessl:

Mr. President and Village Board, I bring to you the renewal proposals from our insurance companies. This is the third year in a three year bid cycle. So next year we will be going out and opening the field to all interested companies. But at this point based on the renewals that I have received I would recommend renewing with our current carriers. From our current carriers the price increase is like three percent. The proposed premium is \$565,043, an increase of \$16,769 or three percent. You can see the attached premium comparison worksheet. And that shows you the coverages and deductibles and the carrier.

Workman's Comp is our biggest portion of our insurance premium at 60 percent. That only increased slightly by \$1,196. Our experience mods stay about the same only increase one cent from 82 to 83. And payroll increased nine percent or \$452,000. But the state rates by class decreased five to seven percent, therefore giving us a very low premium of \$1,196.

Our second largest insurance coverage is liability insurance at 22 percent of our premium. We increased \$8,104 in that category or 7.1 percent. The base increase is 1.5 percent. The reason for increase is an increase in the number or value of the vehicles that we are having insured. Those both went up. And the rest of the increase is based on our loss experience. For the past four years the League has paid out \$1.1 million in claims, and we've only paid \$587,714 in premiums. We had a couple, three, four large claims which accounted for the \$1.1 million. And our third

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category is boiler and property insurance at 10 percent of our premium. It increased \$3.13. That increase is all based on the value of the property insured of \$10.8 million.

The Village has 2018 budget of \$589,000 for insurance. So for 2018 we'll be under budget for Workman's Comp by \$28,779, and over budget slightly for liability and property by \$4,821. My recommendation is to renew with our current carriers, League of Wisconsin Municipalities for our liability and Traveler's for Workman's Comp, property and crime coverage.

Dave Klimisch:

A year from now we renew for another three year contract?

Kathy Goessl:

Yeah, we open our bid open to other carriers, too. So whoever wants to bid we'll let them bid, and the whole market will be open. So if the current carrier like the League or Traveler's who are current doing it can rebid on the other ones, too, other lines, or there could be a couple new ones coming in, and then we'll see who the best rates are at that point. And then we renew them for three years based on having a pretty reasonable renewal each year.

Michael Serpe:

What was the reason for the increase of \$8,000 in the liability section?

Kathy Goessl:

Because of our loss experiences. We had losses paid out in the last four years of \$1.1 million, and we paid premiums only of \$500,000. And with the league no longer having our Workman's Comp coverage they don't have the cushion there that they did in the past so they increased that for that reason.

Dave Klimisch:

Move approval for the insurance proposals.

Michael Serpe:

Second.

John Steinbrink:

Motion by Dave, second by Mike. Further discussion? Those in favor?



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Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KLIMISCH MOVED TO APPROVE 2018-2019 LIABILITY AND PROPERTY INSURANCE PROPOSALS; SECONDED BY SERPE; MOTION CARRIED 5-0.**

## **8. VILLAGE BOARD COMMENTS**

Dave Klimisch:

Mr. President, I just want to point out it's nice to have county representation, County Supervisor Jeff Wamboldt here. And it's nice working together with the county and the state and the other municipalities. There's a lot going on and it's good to have press, government representation.

Michael Serpe:

Nice to have a friend on the Board, Jeff.

Kris Keckler:

I'll thank everybody else that shows up regularly other than Jeff. You guys are valued, too.

Michael Serpe:

All meetings aren't this short, Jeff, believe me.

Steven Kundert:

That's why he came in because it's a short one.

## **9. ADJOURNMENT**

Michael Serpe:

With that, Mr. Chairman, I move to adjourn.

Kris Keckler:

Second.

Village Board Meeting  
March 19, 2018

John Steinbrink:

Motion by Mike, second by Kris. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KECKLER;  
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:20 P.M.**

Consider **Resolution #18-08** for approval of a **Preliminary Plat** for the request of John Sorenson, agent for US Shelter Companies, LLC, owners of the vacant properties generally located south of 89<sup>th</sup> Place at 106<sup>th</sup> Avenue (south of the Heritage Valley Subdivision) for the development of 45 single family lots to be known as River Run at Heritage Valley.

**Recommendation:** Plan Commission recommends that the Village Board conditionally approve the **Preliminary Plat** subject to the comments and conditions of April 2, 2018 Village Staff Report.

## VILLAGE STAFF REPORT OF APRIL 2, 2018

Consider **Resolution #18-08** for approval of a **Preliminary Plat** for the request of John Sorenson, agent for US Shelter Companies, LLC, owners of the vacant properties generally located south of 89<sup>th</sup> Place at 106<sup>th</sup> Avenue (south of the Heritage Valley Subdivision) for the development of 45 single family lots to be known as River Run at Heritage Valley.

*The petitioner is requesting approval of a Preliminary Plat to develop two vacant properties south of the Heritage Valley Subdivision generally located south of 89<sup>th</sup> Place at 106<sup>th</sup> Avenue in the Village into 45 single family lots to be known as River Run at Heritage Valley.*

**PREVIOUS APPROVALS:** On August 28, 2017, the Village Plan Commission held public hearings and on September 18, 2017 the Village Board conditionally approved the following items related to the proposed single family residential development:

- Comprehensive Plan Amendment related to the Pleasant Farms Neighborhood Plan (Ord. #17-43).
- Conceptual Plan.
- Floodplain Boundary Adjustment (Village Board Resolution #17-34).

As discussed at the aforementioned public hearings, the existing Heritage Valley (Phase 1) Subdivision included 32 single family lots that were originally platted in 1993, with additional phases proposed for a total of 176 single family lots. Since 1993, the additional phases of Heritage Valley Subdivision as originally proposed have not been platted or developed.

A new developer, US Shelter Companies, LLC recently purchased approximately 24 acres of land for the residential development of 45 single family lots to be known as River Run at Heritage Valley. In looking at the bigger picture, the remaining vacant land (approximately 22 acres) originally included in the subsequent phases of Heritage Valley Subdivision that is not owned by the petitioner could also be developed with 49 additional single family lots. Therefore, the master plan for the original Heritage Valley Subdivision boundaries could eventually be developed with about 94 single family lots rather than 140 single family lots as was originally proposed in 1993.

**RIVER RUN AT HERITAGE VALLEY PRELIMINARY PLAT.** As noted above, the petitioner is proposing to develop approximately 24 acres for 45 single family lots in three (3) phases to be known as River Run at Heritage Valley. Phase 1 includes 13 single family lots, Phase 2 includes 23 single family lots and Phase 3 includes 9 single family lots.

**SINGLE FAMILY RESIDENTIAL DEVELOPMENT:** About 13.82 acres are proposed to be developed into 45 single-family lots and four (4) Outlots. The single family lots range in size from 12,501 square feet to 17,757 square feet per lot with the average lot size of 13,379 square feet. The lots shall meet the minimum requirements of the R-4.5 Urban Single Family Residential District, which requires each lot to be a minimum of 12,500 square feet with 80 feet of lot width or street frontage (the frontage can be reduced to 45 feet on a curve or cul-de-sac). All lots shall have a minimum lot depth of at least 125 feet. (The 32 lots in the existing Heritage Valley Subdivision have an average lot size of 14,799 sq. ft.).

**OUTLOTS:** *All of the wetland, floodplain and storm water retention facilities for the development will be located within the Outlots in the development.*

Outlots 1 and 4 are proposed to be dedicated (fee interest transfer) to the Village and will be combined with the adjacent property (Outlot 1 of the Heritage Valley Phase 1, Unit 1 Subdivision that is owned by the Village. These Outlot areas are primarily wetland and 100-year floodplain. The Outlots shall be labeled as "Outlot 1 Dedicated by the Developer to the

Village of Pleasant Prairie for Open Space, Floodplain and Wetland Preservation and Protection, Access and Maintenance Purposes”.

Outlot 2 is proposed to be retained by the Developer. This Outlot is not considered a buildable lot since the lot depth of 125 feet is not being met. This Outlot could be subdivided as buildable lots if and when additional land is acquired from the adjacent land owner to meet the minimum lot depth requirements. The Outlot shall be labeled “Outlot 2 to be retained by the Developer for possible future residential development”.

Outlot 3 is proposed to be dedicated (fee interest transfer) as common open space to the River Run and Heritage Valley Homeowner’s Association, Inc. The Outlot shall be labeled as “Outlot 3 Dedicated by the Developer to the River Run and Heritage Valley Homeowner’s Association, Inc for Open Space, Storm Water, Drainage, Retention Basin, Floodplain and Wetland Preservation and Protection, Access and Maintenance Purposes”. The wetland areas shall be separately delineated and identified within the outlots. There shall also be an easement over this same area of Outlot 3 granted to the Village for the same Open Space, Storm Water, Drainage, Retention Basin, Floodplain and Wetland Preservation and Protection, Access and Maintenance Purposes.

The Village shall grant a Temporary Sanitary Sewer Lift Station, Access and Maintenance Easement with illustration (which shall be prepared by the Developer) for the site grading and construction of a sanitary sewer lift station to serve the residential development. This easement will be located within Outlot 1 of the Heritage Valley Phase 1, Unit 1 Subdivision and adjacent to 91<sup>st</sup> Place (Tax Parcel Number 92-4-122-184-0450). Note: the Kenosha County Interactive Mapping incorrectly references the abutting street as 89<sup>th</sup> Place.

**POPULATION PROJECTIONS FOR RIVER RUN AT HERITAGE VALLEY SUBDIVISION:**

Based on the 2010 Census information for the Village of Pleasant Prairie, the average number of persons per household is 2.71. School age children between the ages of 5 and 19 make up 22.6% of the population. Therefore, based on the currently shown 45 lots it is projected that **122 persons** could be added to the population upon full build-out of this development. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie (.42 x number of dwelling units), **19 public school age children** are likely to come from this development at full build-out. [Note: The Village continues to provide copies of proposed developments to the Kenosha Unified School District to assist in their school enrollment projections, school facility planning efforts and school boundary adjustments.]

**FLOODPLAIN BOUNDARY ADJUSTMENT:** The Village requires that all lots be created outside of 100-year floodplain. As such, the developer will be adjusting the location of the 100-year floodplain to remove any floodplain from the lots and showing 100-year floodplain within the Outlots. On September 18, 2017 the Village Board approved Resolution #17-34 and the developer has requested that the Federal Emergency Management Agency (FEMA) approve a Conditional Letter of Map Revision (CLOMR) so that the floodplain adjustment can commence.

**WETLANDS:** The wetlands were re-delineated in 2016 by a Wisconsin Department of Natural Resources (WI DNR) assured wetland delineator with R.A. Smith National, Inc. A number of pocket wetlands now exist on the property. The WI DNR has exempted wetland area 3 from State wetland regulations, since this was a temporary basin constructed by the developer of Heritage Valley in 1993 as indicated in the **attached** letter dated May 17, 2017. The developer has also obtained approval from the WI DNR to fill wetland area 1 (1,824 square feet) and area 2 (553 square feet) pursuant to the **attached** permit dated July 14, 2017. The ACOE will not be taking jurisdiction over these wetland area pursuant to the **attached** letter dated July 7, 2017. Wetlands 4 and 5 will be protected and located within Outlots.

**SITE ACCESS:** This development will utilize two (2) existing public access points onto CTH C (Wilmot Road) through 106<sup>th</sup> Avenue and 104<sup>th</sup> Avenue for access to the Subdivision. Due to the location of existing development and environmental features no additional access to CTH C (Wilmot Road) is feasible. At the August 28, 2017 Public Hearing, the neighbors expressed concern regarding the existing subdivision access to CTH C and the existing traffic on CTH C. The Plan Commission requested that Village staff meet with the Kenosha County to discuss the traffic on CTH C and any alternatives to help alleviate the existing issues and future traffic concerns when the vacant land develops. On September 6, 2017 the Village staff met with representatives from Kenosha County to discuss the project. Kenosha County and the Village staff required that the developer prepare a limited Traffic Impact Analysis (TIA) that was evaluated by Kenosha County and the Village to determine what, if any, possible solutions could assist in mitigating the perceived traffic problems. A TIA was completed by RA Smith to review the subdivision intersections at CTH C. The overall conclusion of the report and County recommendations are noted below:

“The River Run and future off-site residential developments are expected to increase traffic and side street delay at the study intersections. However, traffic impacts are expected to be minor and all study intersection movements were shown to operate well under capacity with the additional traffic. Therefore, no roadway improvements are recommended with the developments. The addition of turn lanes would not improve the LOS (level of service), and the intersection volumes are well below meeting the warrants for traffic signals.”

Kenosha County staff reviewed the TIA and concurs with the conclusions and is not requiring any improvements at this time. The Village had an independent consultant, TADI (Traffic Analysis and Design, Inc.) review the TIA report. TADI also concurred with the TIA analysis and conclusions.

The Village met with the Kenosha County Highway Commissioner to discuss the TIA and resident traffic concerns. Upon discussion, the County is aware of the traffic concerns and will continue to monitor the traffic conditions as traffic continues to grow in the future. The County agreed to work with the Village in planning and developing overall area traffic improvements as they are warranted within the CTH C corridor.

At the February 26, 2018 Plan Commission meeting, the Plan Commission tabled the Preliminary Plat request in order for the Village staff to contact Kenosha County to discuss and CTH C road marking or signage improvements that could be made at the CTH C and 106<sup>th</sup> Avenue intersection into the development. The Plan Commission is concerned with the safety of the left turn movements and would like to have the engineers re-examine dedicated turn lanes or by-pass lanes and flashing signage to help reduce potential rear end collisions.

On February 28, 2018 the staff discussed the issues with the Kenosha County Executive. The Village Engineer emailed the developers traffic engineer on March 2, 2018 with the possible solutions to investigate regarding traffic safety on CTH C. According to four engineers (developers, Village and Kenosha County) the traffic counts at this time do not warrant a four-way stop condition on CTH C at 106<sup>th</sup> Avenue. On March 13, 2018 the developer’s engineer emailed the Village with possible solutions. The Village staff has reviewed and discussed the information. The staff recommends that the Developer add advanced warning signs and also improve the intersection street lighting. The Village will look into the existing intersection lights and see if they can be upgraded and/or if another street light is needed. The exact advance warning signs type, locations, and lighting improvements will be finalized as they continue to move forward with the subdivision design and coordinated with the County. (See **attached** emails noted above).

**CONSTRUCTION ACCESS:** Determining construction access to the River Run development has been challenging. The Developer has made several attempts to acquire a temporary gravel access driveway from adjacent farmer landowner to the east and the landowner to the west (Mehta) without success. One final possible access location was determined to be at the southwestern corner of the site through the Bethany Church property but existing and future floodplain would restrict the access. As such, the Village Engineers and Public Work's Director recommended that the Village 106<sup>th</sup> Avenue existing public roadway be used as construction access to the site. There would be limitations placed on the developer to limit time of construction, reduce speeds and to take great care to keep the roadway free of debris, mud and stone. If any damages occur to the existing roadway, it will be the developer's responsibility to repair all damages, at the Developer's costs, upon inspection by the Village and to the Village's satisfaction. Prior to work commencing the roadway will be photographed, videoed and inspected by the Village.

**PUBLIC IMPROVEMENTS:** All public improvements shall be made by the Developer at the Developer's expense. The entire development shall be provided with and serviced by municipal roadways, sanitary sewer, water and storm sewer. A number of new streets are proposed to be developed with full public improvements (sewer, water, storm sewer, sidewalks, roadways, and street trees) including the extension south of 105<sup>th</sup> and 106<sup>th</sup> Avenues, 107<sup>th</sup> Avenue, 90<sup>th</sup> Street and 91<sup>st</sup> Place. Specifically, the improvements include:

- **Municipal roadways** shall be extended throughout the development pursuant to the Village's new development standard (e.g. roadway pavement will be reduced from 37' to 33' b/c to b/c) for all roadways. Also public sidewalks shall be extended on both sides of each public street. Alternate side parking regulations will be in effect for the development. All streets except 90<sup>th</sup> Street that will be further extended with another phase or another development shall end in a temporary asphalt paved cul-de-sac. The locations shall be shown on the engineering plans. Off-site easements may be required at the temporary terminus of any streets. The 90<sup>th</sup> Street roadway and utility improvements to the property limits will be required. A sign shall be placed which indicated that the roadway will be extended in the future. Temporary Type 3 roadway barricades shall be installed at the Developer's expense.
- **Municipal water** shall be extended throughout the development and shall connect to the existing municipal water in within the existing Heritage Valley Subdivision.
- **Municipal sanitary sewer and lift station** shall be extended from the existing sewer within Heritage Valley Subdivision. In addition, a lift station and brick constructed housing unit is required for the development of Phases 2 and 3 of the River Run development and future development to the west. The lift station is proposed to be located on Village property and shall not be constructed within any 100-year floodplain or wetlands. The developer is responsible to have these delineations competed. In addition, the developer is responsible for designing and installing the sanitary sewer lift station. Upon the Village inspection and acceptance of the lift station, the Village will maintain the lift station. The Village shall grant a Temporary Sanitary Sewer Lift Station, Access and Maintenance Easement with illustration (which shall be prepared by the Developer) for the site grading and construction of a sanitary sewer lift station to serve the residential development. This easement will be located within Outlot 1 of the Heritage Valley Phase 1, Unit 1 Subdivision and adjacent to 91<sup>st</sup> Place (Tax Parcel Number 92-4-122-184-0450). Note: the Kenosha County Interactive Mapping incorrectly references the abutting street as 89<sup>th</sup> Place.

**PEDESTRIAN PATH CONNECTION:** At the August 28, 2017 Public Hearing, discussion was held related to a pedestrian connection to the existing Village Prairie Farms bike path. On September 6, 2017, the Village staff met with representatives from Kenosha County and

it was discussed that a paved multi-use path is planned to be installed along the south side of CTH C that will connect to the existing paths at 114<sup>th</sup> Avenue to the west and Prairie Farms Trail to the east (see **attached**). This path is being installed by Kenosha County in the summer of 2018 or 2019.

**ZONING MAP AMENDMENT:** The single family lots are intended to be rezoned into the R-4.5, Urban Single Family Residential District, the wetlands to remain will be rezoned into the C-1, Lowland Resource Conservancy District, the non-wetland areas in the Outlots will be rezoned into the PR-1, Neighborhood Park and Recreational District and the 100-year floodplain, after the amendment, will be located within the FPO, Floodplain Overlay District.

The Zoning Map Amendment application shall be submitted and considered at the time that the Final Plat is considered. A separate Zoning Map Amendment will be required when the floodplain boundary adjustment grading work has been completed and final approval has been obtained from FEMA. In addition, each time that the Zoning Map is requested to be amended, an amendment to the Village Comprehensive Land Use Map 9.9 will also be required to ensure that the Zoning Map and the land use plan are consistent.

**Recommendation:** Plan Commission recommends that the Village Board conditionally approve the Preliminary Plat pursuant to Resolution #18-08.



**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES  
RESOLUTION #18-08**

**RESOLUTION TO APPROVE THE PRELIMINARY PLAT OF THE PROPOSED  
RIVER RUN AT HERITAGE VALLEY SUBDIVISION  
IN THE VILLAGE OF PLEASANT PRAIRIE**

**WHEREAS**, John Sorenson, agent for US Shelter Companies, LLC is proposing to develop the vacant properties generally located south of 89<sup>th</sup> Place at 106<sup>th</sup> Avenue (south of the Heritage Valley Subdivision) for the development of 45 single family lots to be known as River Run at Heritage Valley; and

**WHEREAS**, on February 26 and March 26, 2018 the Village of Pleasant Prairie Plan Commission held a public hearings and recommended conditional approval of the **River Run at Heritage Valley Preliminary Plat** as shown on **Exhibit 1** and adopted a motion recommending that the Village Board of Trustees conditionally approve the Preliminary Plat for said development; and

**NOW THEREFORE, BE IT RESOLVED** that this Preliminary Plat has been conditionally approved subject to the attached comments and conditions (See **Exhibit 2**).

**BE IT FURTHER RESOLVED** that this conditional approval of the Preliminary Plat shall not constitute automatic approval of the Final Plat.

**BE IT FURTHER RESOLVED** that the Preliminary Plat shall be valid for two (2) years and within those two years the Final Plat shall be filed, considered, approved and recorded at the Kenosha County Register of Deeds Office, and that the Final Plat conforms substantially to the Preliminary Plat as approved, including any conditions of said Preliminary Plat approval, and to local plans and ordinances adopted at the time the Preliminary Plat was approved, the Final Plat shall be entitled to approval.

**AND BE IT FURTHER RESOLVED**, that the Village Board may extend the time frame of such approval, prior to the expiration. If the Final Plat is not approved and an extension is not granted prior to the expiration of the Preliminary Plat, then the Village requires that the Plat be resubmitted for the consideration of a new Preliminary Plat approval along with the appropriate filing fees.

**Adopted this the 2<sup>nd</sup> day of April, 2018.**

VILLAGE OF PLEASANT PRAIRIE

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

ATTEST:

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

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

08-River Run  
DEV1711-006

# PRELIMINARY PLAT RIVER RUN AT HERITAGE VALLEY

Being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

**Surveyor & Engineer**  
R.A. Smith Inc  
16745 W. Bluemound Road  
Brookfield, WI, 53066  
ph. 262-781-1000  
fax 262-781-7373

**Developer**  
US Shelter Companies  
31632 North Ellis Drive  
Volo, Illinois, 60073  
ph. 847-742-6200

**Objecting Agencies**  
Wisconsin Department of Administration

**Approving Agencies**  
Village of Pleasant Prairie

**NOTES:**

Elevations refer to the NGVD 29 (SEWRPC).  
Bearings are referenced to the Wisconsin State Plane Coordinate system-south zone (NAD27).

Topographic Data Surveyed by RA Smith National January 2017

**Subdivision Statistics**

|  |              |
|--|--------------|
| subdivision to contain 45 lots and 4 Outlots |              |
| Total area of all lots                       | 602,071 sf   |
| Total area of all outlots                    | 329,821 sf   |
| Total site area                              | 1,065,436 sf |
| Total area of 100 year flood line (current)  | 196,752 sf   |
| Total area of 100 year flood line (proposed) | 231,177 sf   |
| Total area of wetlands (current)             | 87,613 sf    |
| Total area of wetlands (proposed)            | 79,855 sf    |

**Developable lots are zoned R-4.5, Urban Single Family Residential District**

|                          |                             |
|--------------------------|-----------------------------|
| Minimum lot area         | 12,500 square feet          |
| Minimum lot width        | 80 feet at building setback |
| Minimum lot frontage     | 60 feet                     |
| Minimum corner lot area  | 15,000 square feet          |
| Minimum corner lot width | 100 feet                    |
| Minimum street setback   | 30'                         |
| Minimum side setback     | 10'                         |
| Minimum rear setback     | 25'                         |

Easements for utilities and drainage will be determined during site engineering and shown on the final plat.  
Municipal water shall be extended throughout the development and shall connect to the existing watermain in Heritage Valley Subdivision  
Municipal sanitary sewer shall be extended from the existing sewer within Heritage Valley Subdivision and a lift station is required for Phases 2 & 3.

Construction access will be provided via 106th Avenue.

For Easements and Grading along proposed Phase lines, storm water and utility easements along with lot grading shall extend into the adjacent lot platted in the future phases.

Existing lift station and storm drainage easements will be vacated or released prior to submittal of final plat.

See sheet 2 for Lot details

Outlots 1 & 4 shall be dedicated (fee interest transfer) as common space to the VILLAGE OF PLEASANT PRAIRIE. The outlots shall be labeled as "Outlots 1 & 4 to be dedicated by the developer to the VILLAGE OF PLEASANT PRAIRIE for public park and open space.

Outlot 3 shall be dedicated (fee interest transfer) as common space to the RIVER RUN AT HERITAGE VALLEY HOMEOWNER'S ASSOCIATION, INC. The Outlot shall be labeled as "Outlot 3 to be dedicated for storm water drainage, open space, access and maintenance purposes." There shall also be an easement over this same area of Outlot 3 granted to the Village for the storm water drainage, retention basin, access and maintenance and related purposes, signage and lighting installation and maintenance, landscaping and maintenance, and for ingress and egress. There shall also be an easement over this same area of Outlot 2 granted to the developer for the construction and development of the storm water facilities.

Outlot 2 to be retained and owned by the developer for future development purposes.

100 year flood plain determined from FIS profile and topographic survey prepared by RA Smith National, Inc. Developable Lots 1 through 45 are outside of the proposed 100 year flood plain. The 100 year flood plain areas are subject to "A FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT."

Agricultural fencing on the property at/near the Southwest corner will be removed.

Wetlands delineated by RA Smith National on October 25, 2016 (Proj No. 1160367)

Wetlands will be dimensioned on the final plat and are subject to a "WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT."

Sidewalks are required on both sides of new roadways.

420-44 Vision triangle.

Per section 395-61 Street intersections, Lots in this subdivision are rounded with a circular curve with a radius of 25 feet. Vision Triangle specifications (15' from intersection of property lines) do not impact corner lots if a radius of 25 feet is used. The radius of 25 feet maintains a clear sight line of vision at the adjacent intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings or bus shelters placed within the intersection right-of-ways unless expressly approved in writing by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

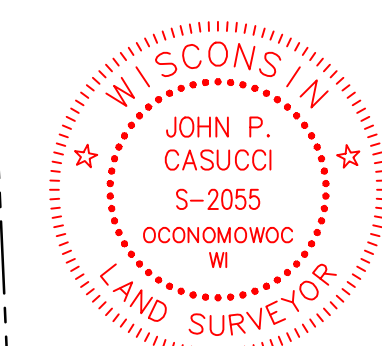
Corner lots 1, 13, 28, 29 & 37 shall have a driveway access restriction of 100 feet measured from the centerlines of the intersecting streets.  
Additional driveway access restrictions are shown for lots 3, 23, 41, 44 & 45 to avoid aligning with crosswalks.

**SURVEYOR'S CERTIFICATE:**

I, John P. Casucci, Professional Land Surveyor, do hereby certify that the preliminary plat is a correct representation of the existing land divisions features, and that I, to the best of my knowledge and belief, have compiled with the applicable ordinances in preparing the same.

Dated this 23rd Day of January

*John P. Casucci*  
John P. Casucci, PLS S-2055

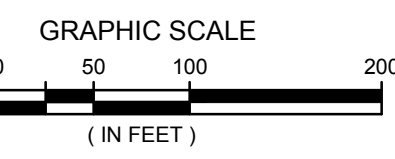
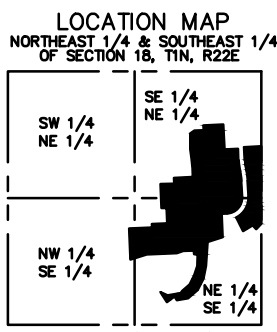


**raSmith**  
CREATIVITY BEYOND ENGINEERING

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

**Curve Table**

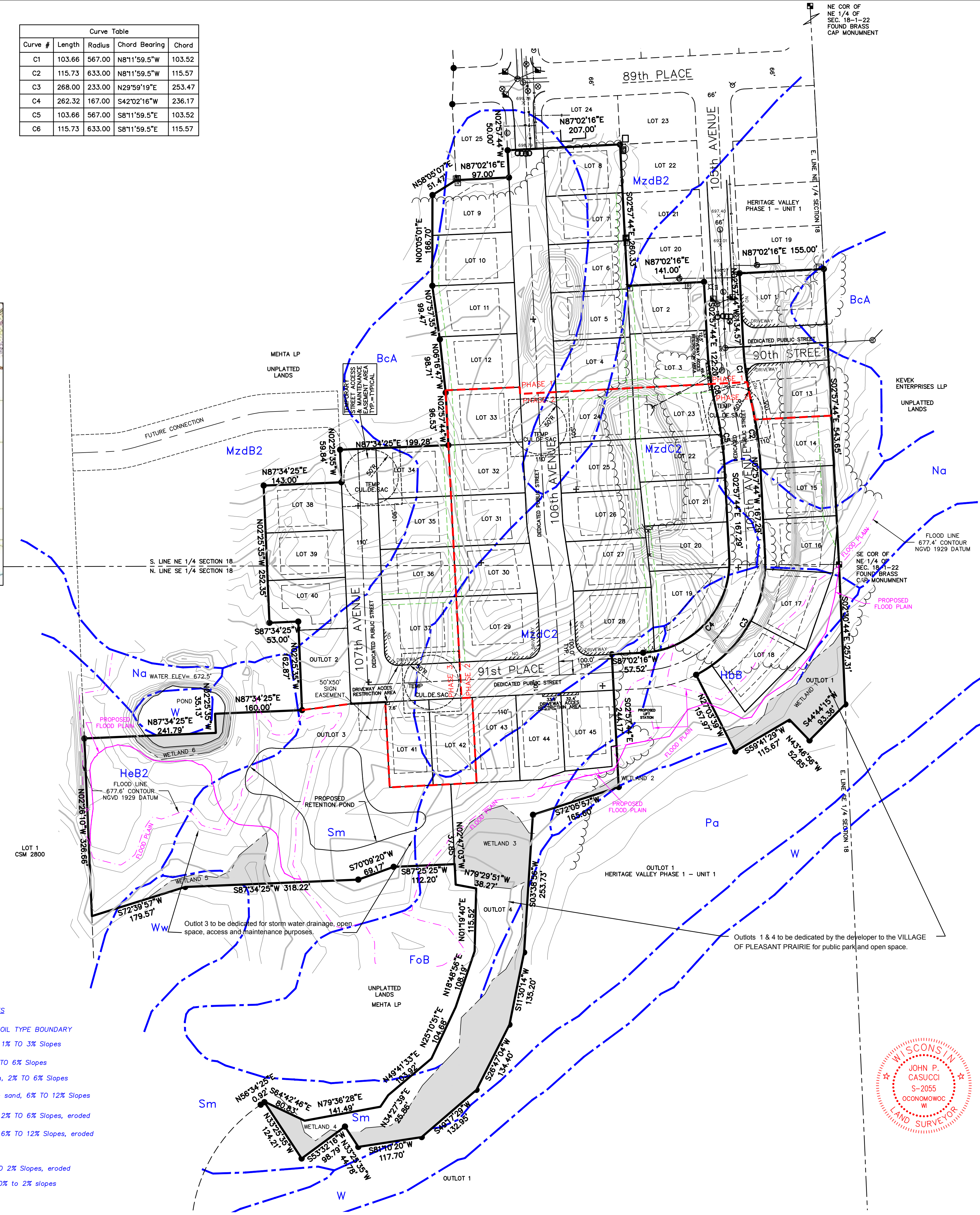
| Curve # | Length | Radius | Chord Bearing | Chord  |
|---------|--------|--------|---------------|--------|
| C1      | 103.66 | 567.00 | N81°1'59.5"W  | 103.52 |
| C2      | 115.73 | 633.00 | N81°1'59.5"W  | 115.57 |
| C3      | 268.00 | 233.00 | N29°59'19"E   | 253.47 |
| C4      | 262.32 | 167.00 | S42°02'16"W   | 236.17 |
| C5      | 103.66 | 567.00 | S81°1'59.5"E  | 103.52 |
| C6      | 115.73 | 633.00 | S81°1'59.5"E  | 115.57 |



## LEGEND

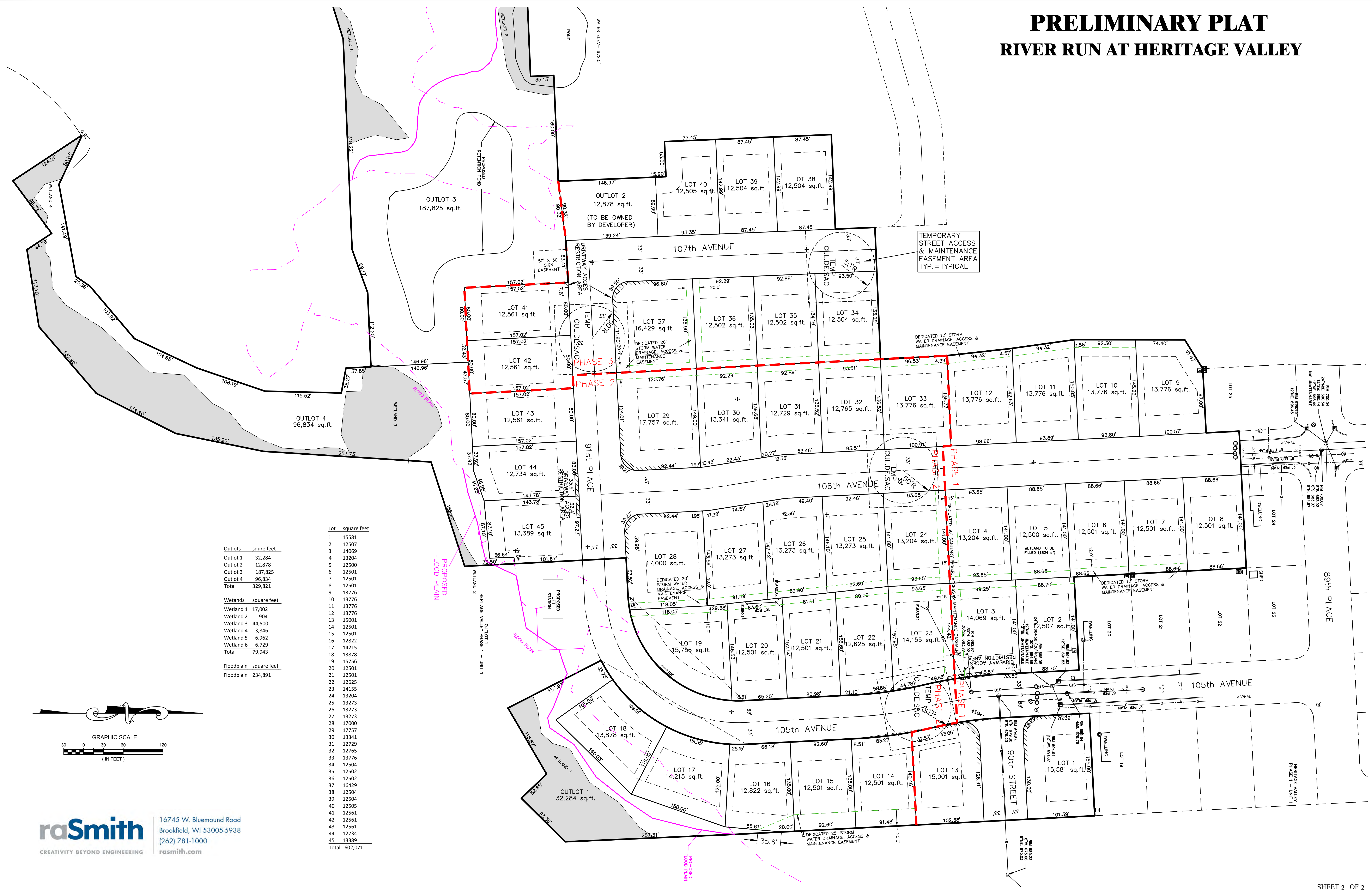
- ( ) INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
- OR SECTION OR 1/4 SECTION CORNER AS DESCRIBED
- 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
- 18" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)
- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- BILLBOARD
- AIR CONDITIONER
- CONTROL BOX
- TRAFFIC SIGNAL
- RAILROAD CROSSING SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- LIGHT POLE
- SPOT/YARD/PEDESTAL LIGHT
- HANDICAPPED PARKING
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- MARKED FIBER OPTIC
- GAS VALVE
- GAS METER
- GAS WARNING SIGN
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- EDGE OF TREES
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- MARKED GAS MAIN
- MARKED ELECTRIC
- OVERHEAD WIRES
- BUREAU ELEC. SERV.
- MARKED TELEPHONE
- MARKED CABLE TV LINE
- MARKED FIBER OPTIC
- INDICATES EXISTING CONTOUR ELEVATION
- INDICATES EXISTING SPOT ELEVATION
- PROPOSED PHASING LIMITS
- EXISTING FLOOD PLAIN
- PROPOSED FLOOD PLAIN
- PROPOSED EASEMENTS
- EXISTING WETLANDS

- SOIL TYPES**
- BcA** Beecher silt loam, 1% TO 3% Slopes
  - FoB** Fox silt loam, 2% TO 6% Slopes
  - HbB** Hebron sandy loam, 2% TO 6% Slopes
  - HeB2** Hubbard loamy fine sand, 6% TO 12% Slopes
  - MzdB2** Ozaukee silt loam, 2% TO 6% Slopes, eroded
  - MzdC2** Ozaukee silt loam, 6% TO 12% Slopes, eroded
  - Na** Navan silt loam
  - Pa** Palms muck, 0% TO 2% Slopes, eroded
  - Sm** Sebawa silt loam, 0% TO 2% slopes
  - W** Water



# PRELIMINARY PLAT

## RIVER RUN AT HERITAGE VALLEY



| Lot   | square feet |
|-------|-------------|
| 1     | 15581       |
| 2     | 12507       |
| 3     | 14069       |
| 4     | 13204       |
| 5     | 12500       |
| 6     | 12501       |
| 7     | 12501       |
| 8     | 12501       |
| 9     | 13776       |
| 10    | 13776       |
| 11    | 13776       |
| 12    | 13776       |
| 13    | 15001       |
| 14    | 12501       |
| 15    | 12501       |
| 16    | 12822       |
| 17    | 14215       |
| 18    | 13878       |
| 19    | 15756       |
| 20    | 12501       |
| 21    | 12501       |
| 22    | 12625       |
| 23    | 14155       |
| 24    | 13204       |
| 25    | 13273       |
| 26    | 13273       |
| 27    | 13273       |
| 28    | 17000       |
| 29    | 17757       |
| 30    | 13341       |
| 31    | 12729       |
| 32    | 12765       |
| 33    | 13776       |
| 34    | 12504       |
| 35    | 12502       |
| 36    | 12502       |
| 37    | 16429       |
| 38    | 12504       |
| 39    | 12504       |
| 40    | 12505       |
| 41    | 12561       |
| 42    | 12561       |
| 43    | 12561       |
| 44    | 12734       |
| 45    | 13389       |
| Total | 602,071     |

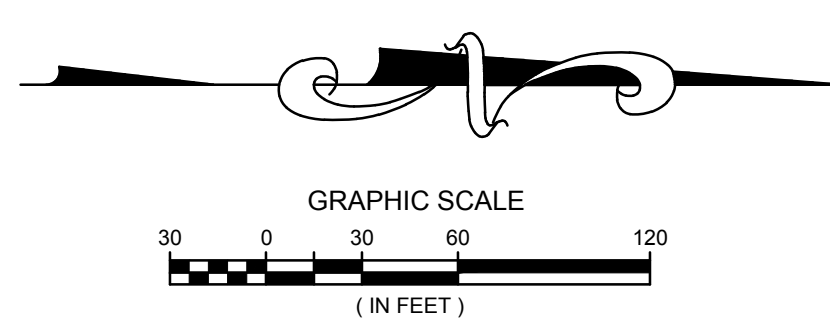
| Outlots  | square feet |
|----------|-------------|
| Outlot 1 | 32,284      |
| Outlot 2 | 12,878      |
| Outlot 3 | 187,825     |
| Outlot 4 | 96,834      |
| Total    | 329,821     |

| Wetlands  | square feet |
|-----------|-------------|
| Wetland 1 | 17,002      |
| Wetland 2 | 904         |
| Wetland 3 | 44,500      |
| Wetland 4 | 3,846       |
| Wetland 5 | 6,962       |
| Wetland 6 | 6,729       |
| Total     | 79,943      |

| Floodplain | square feet |
|------------|-------------|
| Floodplain | 234,891     |



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## **EXHIBIT 2**

### **GENERAL COMMENTS:**

On August 28, 2017, the Village Plan Commission held public hearings and on September 18, 2017 the Village Board conditionally approved the following items related to the proposed single family residential development:

- Comprehensive Plan Amendment related to the Pleasant Farms Neighborhood Plan (Ord. #17-43).
- Conceptual Plan.
- Floodplain Boundary Adjustment (Village Board Resolution #17-34).

As discussed at the aforementioned public hearings, the existing Heritage Valley (Phase 1) Subdivision included 32 single family lots that were originally platted in 1993, with additional phases proposed for a total of 176 single family lots. Since 1993, the additional phases of Heritage Valley Subdivision as originally proposed have not been platted or developed.

A new developer, US Shelter Companies, LLC recently purchased approximately 24 acres of land for the residential development of 45 single family lots to be known as River Run at Heritage Valley. In looking at the bigger picture, the remaining vacant land (approximately 22 acres) originally included in the subsequent phases of Heritage Valley Subdivision that is not owned by the petitioner could also be developed with 49 additional single family lots. Therefore, the master plan for the original Heritage Valley Subdivision boundaries could eventually be developed with about 94 single family lots rather than 140 single family lots as was originally proposed in 1993.

**RIVER RUN AT HERITAGE VALLEY PRELIMINARY PLAT.** As noted above, the petitioner is proposing to develop approximately 24 acres for 45 single family lots in three (3) phases to be known as River Run at Heritage Valley. Phase 1 includes 13 single family lots, Phase 2 includes 23 single family lots and Phase 3 includes 9 single family lots.

**SINGLE FAMILY RESIDENTIAL DEVELOPMENT:** About 13.82 acres are proposed to be developed into 45 single-family lots and four (4) Outlots. The single family lots range in size from 12,501 square feet to 17,757 square feet per lot with the average lot size of 13,379 square feet. The lots shall meet the minimum requirements of the R-4.5 Urban Single Family Residential District, which requires each lot to be a minimum of 12,500 square feet with 80 feet of lot width or street frontage (the frontage can be reduced to 45 feet on a curve or cul-de-sac). All lots shall have a minimum lot depth of at least 125 feet. (The 32 lots in the existing Heritage Valley Subdivision have an average lot size of 14,799 sq. ft.).

**OUTLOTS:** *All of the wetland, floodplain and storm water retention facilities for the development will be located within the Outlots in the development.*

Outlots 1 and 4 are proposed to be dedicated (fee interest transfer) to the Village and will be combined with the adjacent property (Outlot 1 of the Heritage Valley Phase 1, Unit 1 Subdivision that is owned by the Village. These Outlot areas are primarily wetland and 100-year floodplain. The Outlots shall be labeled as "Outlot 1 Dedicated by the Developer to the Village of Pleasant Prairie for Open Space, Floodplain and Wetland Preservation and Protection, Access and Maintenance Purposes".

Outlot 2 is proposed to be retained by the Developer. This Outlot is not considered a buildable lot since the lot depth of 125 feet is not being met. This Outlot could be subdivided as buildable lots if and when additional land is acquired from the adjacent land owner to meet the minimum lot depth requirements. The Outlot shall be labeled "Outlot 2 to be retained by the Developer for possible future residential development".

Outlot 3 is proposed to be dedicated (fee interest transfer) as common open space to the River Run and Heritage Valley Homeowner's Association, Inc. The Outlot shall be labeled as "Outlot 3 Dedicated by the Developer to the River Run and Heritage Valley Homeowner's Association, Inc for Open Space, Storm Water, Drainage, Retention Basin, Floodplain and Wetland Preservation and Protection, Access and Maintenances Purposes". The wetland areas shall be separately delineated and identified within the outlots. There shall also be an easement over this same area of Outlot 3 granted to the Village for the same Open Space, Storm Water, Drainage, Retention Basin, Floodplain and Wetland Preservation and Protection, Access and Maintenances Purposes.

The Village shall grant a Temporary Sanitary Sewer Lift Station, Access and Maintenance Easement with illustration (which shall be prepared by the Developer) for the site grading and construction of a sanitary sewer lift station to serve the residential development. This easement will be located within Outlot 1 of the Heritage Valley Phase 1, Unit 1 Subdivision and adjacent to 91<sup>st</sup> Place (Tax Parcel Number 92-4-122-184-0450). Note: the Kenosha County Interactive Mapping incorrectly references the abutting street as 89<sup>th</sup> Place.

**POPULATION PROJECTIONS FOR RIVER RUN AT HERITAGE VALLEY SUBDIVISION:**

Based on the 2010 Census information for the Village of Pleasant Prairie, the average number of persons per household is 2.71. School age children between the ages of 5 and 19 make up 22.6% of the population. Therefore, based on the currently shown 45 lots it is projected that **122 persons** could be added to the population upon full build-out of this development. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie (.42 x number of dwelling units), **19 public school age children** are likely to come from this development at full build-out. [Note: The Village continues to provide copies of proposed developments to the Kenosha Unified School District to assist in their school enrollment projections, school facility planning efforts and school boundary adjustments.]

**FLOODPLAIN BOUNDARY ADJUSTMENT:** The Village requires that all lots be created outside of 100-year floodplain. As such, the developer will be adjusting the location of the 100-year floodplain to remove any floodplain from the lots and showing 100-year floodplain within the Outlots. On September 18, 2017 the Village Board approved Resolution #17-34 and the developer has requested that the Federal Emergency Management Agency (FEMA) approve a Conditional Letter of Map Revision (CLOMR) so that the floodplain adjustment can commence.

**WETLANDS:** The wetlands were re-delineated in 2016 by a Wisconsin Department of Natural Resources (WI DNR) assured wetland delineator with R.A. Smith National, Inc. A number of pocket wetlands now exist on the property. The WI DNR has exempted wetland area 3 from State wetland regulations, since this was a temporary basin constructed by the developer of Heritage Valley in 1993 as indicated in the **attached** letter dated May 17, 2017. The developer has also obtained approval from the WI DNR to fill wetland area 1 (1,824 square feet) and area 2 (553 square feet) pursuant to the **attached** permit dated July 14, 2017. The ACOE will not be taking jurisdiction over these wetland area pursuant to the **attached** letter dated July 7, 2017. Wetlands 4 and 5 will be protected and located within Outlots.

**SITE ACCESS:** This development will utilize two (2) existing public access points onto CTH C (Wilmot Road) through 106<sup>th</sup> Avenue and 104<sup>th</sup> Avenue for access to the Subdivision. Due to the location of existing development and environmental features no additional access to CTH C (Wilmot Road) is feasible. At the August 28, 2017 Public Hearing, the neighbors expressed concern regarding the existing subdivision access to CTH C and the existing traffic on CTH C. The Plan Commission requested that Village staff meet with the Kenosha County to discuss the traffic on CTH C and any alternatives to help alleviate the existing issues and future traffic concerns when the vacant land develops. On September 6, 2017 the Village

staff met with representatives from Kenosha County to discuss the project. Kenosha County and the Village staff required that the developer prepare a limited Traffic Impact Analysis (TIA) that was evaluated by Kenosha County and the Village to determine what, if any, possible solutions could assist in mitigating the perceived traffic problems. A TIA was completed by RA Smith to review the subdivision intersections at CTH C. The overall conclusion of the report and County recommendations are noted below:

“The River Run and future off-site residential developments are expected to increase traffic and side street delay at the study intersections. However, traffic impacts are expected to be minor and all study intersection movements were shown to operate well under capacity with the additional traffic. Therefore, no roadway improvements are recommended with the developments. The addition of turn lanes would not improve the LOS (level of service), and the intersection volumes are well below meeting the warrants for traffic signals.”

Kenosha County staff reviewed the TIA and concurs with the conclusions and is not requiring any improvements at this time. The Village had an independent consultant, TADI (Traffic Analysis and Design, Inc.) review the TIA report. TADI also concurred with the TIA analysis and conclusions.

The Village met with the Kenosha County Highway Commissioner to discuss the TIA and resident traffic concerns. Upon discussion, the County is aware of the traffic concerns and will continue to monitor the traffic conditions as traffic continues to grow in the future. The County agreed to work with the Village in planning and developing overall area traffic improvements as they are warranted within the CTH C corridor.

At the February 26, 2018 Plan Commission meeting, the Plan Commission tabled the Preliminary Plat request in order for the Village staff to contact Kenosha County to discuss and CTH C road marking or signage improvements that could be made at the CTH C and 106<sup>th</sup> Avenue intersection into the development. The Plan Commission is concerned with the safety of the left turn movements and would like to have the engineers re-examine dedicated turn lanes or by-pass lanes and flashing signage to help reduce potential rear end collisions.

On February 28, 2018 the staff discussed the issues with the Kenosha County Executive. The Village Engineer emailed the developers traffic engineer on March 2, 2018 with the possible solutions to investigate regarding traffic safety on CTH C. According to four engineers (developers, Village and Kenosha County) the traffic counts at this time do not warrant a four-way stop condition on CTH C at 106<sup>th</sup> Avenue. On March 13, 2018 the developer's engineer emailed the Village with possible solutions. The Village staff has reviewed and discussed the information. The staff recommends that the Developer add advanced warning signs and also improve the intersection street lighting. The Village will look into the existing intersection lights and see if they can be upgraded and/or if another street light is needed. The exact advance warning signs type, locations, and lighting improvements will be finalized as they continue to move forward with the subdivision design and coordinated with the County. (See **attached** emails noted above).

**CONSTRUCTION ACCESS:** Determining construction access to the River Run development has been challenging. The Developer has made several attempts to acquire a temporary gravel access driveway from adjacent farmer landowner to the east and the landowner to the west (Mehta) without success. One final possible access location was determined to be at the southwestern corner of the site through the Bethany Church property but existing and future floodplain would restrict the access. As such, the Village Engineers and Public Work's Director recommended that the Village 106<sup>th</sup> Avenue existing public roadway be used as construction access to the site. There would be limitations placed on the developer to limit time of construction, reduce speeds and to take great care to keep the roadway free of debris, mud and stone. If any damages occur to the existing roadway, it will be the

developer's responsibility to repair all damages, at the Developer's costs, upon inspection by the Village and to the Village's satisfaction. Prior to work commencing the roadway will be photographed, videoed and inspected by the Village.

**PUBLIC IMPROVEMENTS:** All public improvements shall be made by the Developer at the Developer's expense. The entire development shall be provided with and serviced by municipal roadways, sanitary sewer, water and storm sewer. A number of new streets are proposed to be developed with full public improvements (sewer, water, storm sewer, sidewalks, roadways, and street trees) including the extension south of 105<sup>th</sup> and 106<sup>th</sup> Avenues, 107<sup>th</sup> Avenue, 90<sup>th</sup> Street and 91<sup>st</sup> Place. Specifically, the improvements include:

- **Municipal roadways** shall be extended throughout the development pursuant to the Village's new development standard (e.g. roadway pavement will be reduced from 37' to 33' b/c to b/c) for all roadways. Also public sidewalks shall be extended on both sides of each public street. Alternate side parking regulations will be in effect for the development. All streets except 90<sup>th</sup> Street that will be further extended with another phase or another development shall end in a temporary asphalt paved cul-de-sac. The locations shall be shown on the engineering plans. Off-site easements may be required at the temporary terminus of any streets. The 90<sup>th</sup> Street roadway and utility improvements to the property limits will be required. A sign shall be placed which indicated that the roadway will be extended in the future. Temporary Type 3 roadway barricades shall be installed at the Developer's expense.
- **Municipal water** shall be extended throughout the development and shall connect to the existing municipal water in within the existing Heritage Valley Subdivision.
- **Municipal sanitary sewer and lift station** shall be extended from the existing sewer within Heritage Valley Subdivision. In addition, a lift station and brick constructed housing unit is required for the development of Phases 2 and 3 of the River Run development and future development to the west. The lift station is proposed to be located on Village property and shall not be constructed within any 100-year floodplain or wetlands. The developer is responsible to have these delineations competed. In addition, the developer is responsible for designing and installing the sanitary sewer lift station. Upon the Village inspection and acceptance of the lift station, the Village will maintain the lift station. The Village shall grant a Temporary Sanitary Sewer Lift Station, Access and Maintenance Easement with illustration (which shall be prepared by the Developer) for the site grading and construction of a sanitary sewer lift station to serve the residential development. This easement will be located within Outlot 1 of the Heritage Valley Phase 1, Unit 1 Subdivision and adjacent to 91<sup>st</sup> Place (Tax Parcel Number 92-4-122-184-0450). Note: the Kenosha County Interactive Mapping incorrectly references the abutting street as 89<sup>th</sup> Place.

**PEDESTRIAN PATH CONNECTION:** At the August 28, 2017 Public Hearing, discussion was held related to a pedestrian connection to the existing Village Prairie Farms bike path. On September 6, 2017, the Village staff met with representatives from Kenosha County and it was discussed that a paved multi-use path is planned to be installed along the south side of CTH C that will connect to the existing paths at 114<sup>th</sup> Avenue to the west and Prairie Farms Trail to the east (see **attached**). This path is being installed by Kenosha County in the summer of 2018 or 2019.

**ZONING MAP AMENDMENT:** The single family lots are intended to be rezoned into the R-4.5, Urban Single Family Residential District, the wetlands to remain will be rezoned into the C-1, Lowland Resource Conservancy District, the non-wetland areas in the Outlots will be rezoned into the PR-1, Neighborhood Park and Recreational District and the 100-year floodplain, after the amendment, will be located within the FPO, Floodplain Overlay District. The Zoning Map Amendment application shall be submitted and considered at the time that the Final Plat is considered. A separate Zoning Map Amendment will be required when the

floodplain boundary adjustment grading work has been completed and final approval has been obtained from FEMA. In addition, each time that the Zoning Map is requested to be amended, an amendment to the Village Comprehensive Land Use Map 9.9 will also be required to ensure that the Zoning Map and the land use plan are consistent.

**CONDITIONS:**

1. The following changes shall be incorporated on the Final Plat(s):
  - a. The legal description of the wetland areas to remain shall be included on the Final Plat.
  - b. All outlots shall be labeled as noted in the above comments.
  - c. The exact location and size of utility easements shall be verified with We Energies and included on the Final Plat. All utility easements shall be labeled as "Dedicated Utility Easements". The Homeowners are collectively responsible for the ongoing maintenance and facility usage charges as imposed by We Energies. Pursuant to current Village procedures, the Village will coordinate billing for these charges to the Association/homeowners.
  - d. Detailed Dedication and Easement Provisions and Restrictive Covenants as drafted by the Village shall be reviewed by the developer related to easements, dedications and obligations and restrictive covenants for the lots and included on the Plat.
  - e. Note on the plat that the Village shall grant a Temporary Sanitary Sewer Lift Station, Access and Maintenance Easement with illustration (which shall be prepared by the Developer) for the site grading and construction of a sanitary sewer lift station to serve the residential development. This easement will be located within Outlot 1 of the Heritage Valley Phase 1, Unit 1 Subdivision and adjacent to 91st Place (Tax Parcel Number 92-4-122-184-0450). Note: the Kenosha County Interactive Mapping incorrectly references the abutting street as 89th Place.
2. The following comments/changes relate to the engineering plans:
  - a. All easements shown and dedicated on the Final Plat shall be shown and labeled the same on the Engineering Plans.
  - b. Subject to compliance with the **attached** comments in the February 9, 2018 staff memorandum from the Village Engineer.
  - c. Eliminate backyard swales and install pipe.
  - d. The list station pump, vault, generator, SCADA controls shall be located within a building with architecture matching/compatible with the single family homes.
3. See the **attached** comments related to the Declaration of Restrictions, Covenants and Easements and By-Laws.
4. Subject to compliance with the **attached** comments in the February 9, 2018 staff memorandum from the Village Building Inspection Department
5. The following changes shall be made to the Landscape Plans:
  - a. The Landscaping Plan shall utilize the grading plan as its base map and shall show the location of all easements pursuant to the Plat.
  - b. Areas outside of wetland and 100-year floodplain within Outlot 3 shall be landscaped.



6. The Preliminary Plat shall only be valid for two (2) years from the Village Board's conditional approval, during which all conditions must be satisfied and the Final Plat shall be submitted. If the property is not final platted within the two (2) years of the Village Board's approval, the Village shall require that the plat be resubmitted for a new Preliminary Plat approval along with the appropriate filing fees.
7. **Upon approval of the Preliminary Plat** the following paper documents and electronic copy (pdf) of the following documents shall be submitted to the Village for staff review prior to the Village accepting the Final Plat application and related documents and application fee.
  - a. Two (2) draft copies of the Final Plat.
  - b. A revised draft of the Declarations of Restrictions, Covenants and Easements and By-laws. These documents shall be in final form prior to consideration of the Final Plat by the Plan Commission.
  - c. Two (2) revised copies of the Public Street Lighting Plan, including a copy of the We Energies electrical distribution system plan and contract.
  - d. Two (2) revised draft copies of the Landscaping Plan.
  - e. Two (2) revised copies of the Engineering Plans, Profiles and Specifications.
8. Upon Village staff review of the draft Final Plat and other documents as specified above, the Final Plat application, application fee and related documents shall be submitted to the Village so that the required hearing can be scheduled. The required Zoning Map Amendment and Comprehensive Plan Amendment application and application fees shall also be submitted. In addition, a colored rendering shall be submitted to the Village of the Final Plat and Landscaping Plan. The colored renderings shall clearly show the wetlands to be preserved, the location of retention basins and the location of the 100-year floodplain (after the amendment is completed).
9. Upon Village approval of the Engineering Plans, Profiles and Specifications, the Developer shall submit two (2) copies of the final Village approved plans and specifications so that the Village can request approval from the Kenosha Water Utility (KWU).
10. Upon written utility plan approval from the KWU, the Developer shall obtain written approval from the WI DNR.
11. Upon Village approval of the Final Engineering Plans and Specifications, Landscaping Plan and Street Lighting Plan the following **shall be submitted to the Village (paper copies and pdf copy)** for staff final review so that the Development Agreement can be prepared by the Village:
  - a. A copy of the required wetland fills, N.O.I.
  - b. A copy of the FEMA's CLOMR shall be submitted prior to any grading related to the floodplain boundary adjustment (this may occur with the Phase 2.)
  - c. A copy of the Public sanitary sewer and water approval letters from the KWU, WI DNR, and SEWRPC.
  - d. The required lift station plans and designs shall be approved prior to consideration of the Final Plat for phases 2 or 3.
  - e. LLC Ownership verification documents.
  - f. A copy of the signed contracts, certificates of insurance, and performance and payment bonds. The contracts shall have the Developer's name as shown on

the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party.

- g. A Policy of Title Commitment equal to the cost of public improvements. The title policy shall indicate that the right-of-way is being dedicated free and clear of any encumbrance liens or judgments.
  - h. Copies of the signed public street tree/landscaping contract, Street Tree/Landscaping Plan and certificate of insurance.
  - i. A copy of the signed We Energies contract and Street Lighting Plan.
  - j. The Erosion Control Permit application, plans and application fee.
  - k. The Work in the Right-of-Way application, plans and application fee.
  - l. The Street Sweeping Cash Deposit.
  - m. Three (3) full size paper copies of the Final Engineering Plans, Profiles and Specifications.
  - n. Three (3) full size paper copies of the Landscaping Plan.
  - o. Three (3) full size paper copies of the Street Lighting Plan, including a copy of the We Energies electrical distribution system plan.
  - p. A "draft" LOC shall be provided to the Village for staff review. (See comment below related to the LOC.)
12. Upon staff review and approval of all of the requirements listed above, the Final Plat application, application materials and application fee shall be submitted for Village to schedule the required public hearing before the Village Plan Commission.
13. At least two weeks prior to Village Board consideration of the Final Plat, Development Agreement and related documents the following paper and pdf copies shall be finalized and submitted:
- a. The Original Final Plat, 5 full-size copies and the State DOA approval letter. The plat shall be provided in a digital format –See comment below for format.
  - b. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - c. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - d. Recorded Articles of Incorporation for the Community's Association.
  - e. Final Declaration of Restrictions, Covenants and Easements.
  - f. Final Community's Association By-Laws.
  - g. Title Report Commitment, updated the day before closing and again within 7 days after closing and recording of the documents.
  - h. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the Final Plat and Memorandum of Development Agreement.
14. A one year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 115% of the total cost of public related improvements, including street trees, street lights, street signs, field staking, inspections and construction related services (including sanitary sewer, and storm sewer cleaning and televising), shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by

the Village staff to determine the amount of the Letter of Credit and the cash payments. *IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit.* The Cash payments and the "Final" LOC shall be provided prior to the Village at the closing.

15. If any of the houses are proposed to be used as a model or marketing office, a Conditional Use Permit application will be required to be submitted for consideration by the Plan Commission.
  16. The Final Engineering Plans and Final Plat shall be submitted to the Village in electronic format which satisfies the following acceptance criteria specified in Chapter 405 of the Village Municipal Code.
  17. Upon Village Board approval of the Final Plat and within seven (7) days of said approval the Village will host a closing to have the Plat(s) and all of the Development Agreement documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide proof of recording to the Village within 72 hours of closing with the Village.
  18. Following the closing, the Developer's engineer shall conduct a pre-construction meeting (**coordinate date and time with Jean Werbie-Harris when all of the required Final Plat documents and Development Agreement is complete**). The Design Engineer of Record shall coordinate, moderate and prepare minutes of the pre-construction meeting. At a minimum the GC and Utility Contractors shall attend the pre-construction meeting. The Design Engineer of Record shall prepare and distribute the following items to all attendees (owners, engineer, contractors, utilities, and Village staff) at the pre-construction meeting:
    - a. Pre-construction agenda (A sample agenda, if needed, will be provided by the Village to Design Engineer to modify for the meeting)
    - b. Project construction schedule
    - c. List of all contractors
    - d. Emergency contact information for all – project superintendent, owner, architect, contractors etc.
- The Design Engineer/Architect of Record shall email and distribute the minutes to all attendees within 7 days of the pre-construction meeting.
19. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
  20. All Village fees incurred by the Village Community Development Department and Village Engineers and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
  21. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per housing unit.
  22. All public and private improvements shall be completed, inspected, and Village approved including having sanitary sewer and storm sewer televised, water sampled with safe samples, roadways completed, electric and gas utilities installed, signage installed and as-built utility and grading plans submitted prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.



July 14, 2017

GP-SE-2017-30-02203

U.S. Shelter Homes L.C.C.  
c/o John Sorenson  
31632 N. Ellis Drive, Unit 213  
Volo, IL 60073

RE: Coverage under the wetland statewide general permit for wetland fill or disturbance for residential, commercial, or industrial development, located in the Village of Pleasant Prairie, Kenosha County, also described as being in the SE1/4 of the NE1/4 of Section 18, Township 1 North, Range 22 East.

Dear Mr. Sorenson:

Thank you for submitting an application for coverage under the wetland statewide general permit for wetland fill or disturbance for residential, commercial, or industrial development, s. 281.36, Wis. Stats.

You have certified that your project meets the eligibility criteria and conditions for this activity. Based upon your signed certification you may proceed with your project to fill 0.05 acres of wetlands. Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit WDNR-GP1-2012 (found at <http://dnr.wi.gov/topic/waterways/construction/wetlands.html>). The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first. This permit coverage constitutes the state of Wisconsin's wetland water quality certification under USCS s. 1341 (Clean Water Act s. 401).

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Elaine Johnson at (262) 574-2136 or email [Elaine.Johnson@wisconsin.gov](mailto:Elaine.Johnson@wisconsin.gov) to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's wetland resources for future generations. Please be sure to obtain any other local, state or federal permits that are required before starting your project.

For project details, maps, and plans related to this decision, please see application number WP-GP-SE-2017-30-X06-28T13-35-49 on the Department's permit tracking website at <https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx>.

**We are committed to service excellence.**

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

If you have any questions, please call me at (262) 574-2136 or email [Elaine.Johnson@wisconsin.gov](mailto:Elaine.Johnson@wisconsin.gov).

Sincerely,



Elaine Johnson  
Water Management Specialist

cc: Gary Raasch, R. A. Smith National, Inc.  
Rachel Nuetzel, U.S. Army Corps of Engineers  
Village of Pleasant Prairie

## WDNR-GP1-2012 Permit Conditions – Residential/Commercial/Industrial

You agree to comply with the following conditions:

1. **Application.** You shall submit a complete application package to the Department as outlined in the application materials and section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.
2. **Certification.** Acceptance of general permit WDNR-GP1-2012 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.
3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.
4. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP1-2012
5. **Expiration.** This WDNR-GP1-2012 expires on October 9, 2017. The time limit for completing work authorized by the provisions of WDNR-GP1-2012 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP1-2012 or until the discharge is completed, whichever occurs first.
6. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.
7. **Authorization Distribution.** You must supply a copy of the permit coverage authorization to every contractor working on the project.
8. **Project Start.** You shall notify the Department before starting construction.
9. **Permit Posting.** You must post a copy of this permit coverage letter at a conspicuous location on the project site prior to the execution of the permitted activity, and remaining at least five days after stabilization of the area of permitted activity. You must also have a copy of the permit coverage letter and approved plan available at the project site at all times until the project is complete.
10. **Permit Compliance.** The department may modify or revoke coverage of this permit if the project is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any applicable conditions of this permit are

found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.

11. **Construction Timing.** Once wetland work commences, all wetland construction activities must be continuous until the permitted activity is completed and the site is stabilized.
12. **Construction.** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.
13. **Project Completion.** Within one week of completion of the regulated activity, you shall submit to the Department a statement certifying the project is in compliance with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number, and be submitted to the Department staff member that authorized coverage.
14. **Proper Maintenance.** You must maintain the activity authorized by WDNR-GP1-2012 in good condition and in conformance with the terms and conditions of this permit utilizing best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands.
15. **Site Access.** Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP1-2012 and applicable laws.
16. **Erosion and siltation controls.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to wetlands as outlined in NR 151.11(6m), Wis. Adm. Code.
17. **Equipment use.** The equipment used in the wetlands must be low ground weight equipment as specified by the manufacturer specifications.
18. **Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing other best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For more information, refer to <http://dnr.wi.gov/topic/Invasives/bmp.html>.
19. **Federal and State Threatened and Endangered Species.** WDNR-GP1-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.
20. **Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts or to enhance the habitat for the species of concern.

21. **Historic Properties and Cultural Resources.** WDNR-GP1-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.
22. **Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at **1-800-943-0003**.
23. **Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by s. NR 500.03(214), Wis. Admin. Code, free from hazardous substances as defined by s. 289.01(11), Wis. Stats., and free from solid waste as defined by s. 289.01(11) and (33), Wis. Stats.
24. **Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.
25. **Transfers.** Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.
26. **Limits of State Liability.** In authorizing work, the State Government does not assume any liability, including for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP1-2012.
27. **Reevaluation of Decision.** The Department may suspend, modify or revoke authorization of any previously authorized activity and may take enforcement action if any of the following occur:
  - a. The applicant fails to comply with the terms and conditions of WDNR-GP1-2012.
  - b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.





REPLY TO ATTENTION OF  
REGULATORY BRANCH

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

JUL 07 2017

Regulatory File No. MVP-2017-01066-RAN

U.S. Shelter Homes, LLC  
c/o John Sorenson  
31632 North Ellis Drive, Unit 123  
Volo, Illinois 60073

Dear Mr. Sorenson:

This letter is in response to your request for an approved jurisdictional determination (AJD) for a stormwater detention basin (Wetland 3) within an approximately 0.3-acre project area in the Village of Pleasant Prairie located in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 18, Township 1 North, Range 22 East, Kenosha County, Wisconsin. The review area for our jurisdictional determination is identified on the enclosed figure labeled MVP-2017-01066-RAN Page 1 of 1.

We have completed an AJD for the stormwater detention basin (Wetland 3) as shown on the enclosed figure. The stormwater detention basin was constructed in uplands and is not subject to Corps of Engineers jurisdiction. Therefore, you are not required to obtain Department of the Army authorization to discharge dredged or fill material within this area. The rationale for this determination is provided in the attached Approved Jurisdictional Determination form.

If you object to this AJD, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form.


In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the attached NAP. It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

This AJD may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site. This determination may be renewed at the end of the five year period provided you submit a written request and our staff are able to verify that the limits established during the original determination are still accurate.

Regulatory Branch (File No. MVP-2017-01066-RAN)

If you have any questions, please contact Rachel Nuetzel in our Brookfield office at (651) 290-5729 or Rachel.A.Nuetzel@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

A handwritten signature in black ink that reads "Todd Vesperman". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Todd Vesperman  
Chief, Southeast Section

Enclosures

Electronic copy furnished:  
Elaine Johnson – WDNR  
Gary Raasch – R.A. Smith National



Review area for  
AJD is outlined by  
blue polygon

**Map Legend**

- Sampling Point
- Culvert
- Study Area (25.71 acres)
- ▨ Delineated Wetland (2.09 acres)
- ▨ Excavated Pond (2,783.66 sqft)

Esri, HERE, DeLorme,  
MapmyIndia, © OpenStreetMap  
contributors

**R.A Smith National**  
Beyond Surveying  
and Engineering

0 75 150  
1 inch = 150 feet  
September 16, 2016  
1160367

U.S. Shelter Companies  
Wilmot Road Property  
Village of Pleasant Prairie  
Kenosha County, Wisconsin



Figure 2  
Wetland Boundary  
Map

**APPROVED JURISDICTIONAL DETERMINATION FORM**  
**U.S. Army Corps of Engineers**

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

**SECTION I: BACKGROUND INFORMATION**

**A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD):** JUL 07 2017

**B. ST PAUL, MN DISTRICT OFFICE, FILE NAME, AND NUMBER:** U.S. Shelter Homes (Wetland 3), MVP-2017-01066-RAN

**C. PROJECT LOCATION AND BACKGROUND INFORMATION:**

State: WI County/parish/borough: Kenosha City: Village of Pleasant Prairie  
Center coordinates of site (lat/long in degree decimal format): Lat. 42.54592° N, Long. 87.93438° W  
Universal Transverse Mercator: X:423281.78 Y: 4710815.48

Name of nearest waterbody: Pleasant Prairie Tributary

Name of watershed or Hydrologic Unit Code (HUC): Upper Mississippi Region (07120004)

- Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.  
 Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form.

**D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

- Office (Desk) Determination. Date: July 6, 2017  
 Field Determination. Date(s):

**SECTION II: SUMMARY OF FINDINGS**

**A. RHA SECTION 10 DETERMINATION OF JURISDICTION.**

There are no "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area.

**B. CWA SECTION 404 DETERMINATION OF JURISDICTION.**

There are no "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area.

1. Waters of the U.S.: N/A

2. Non-regulated waters/wetlands (check if applicable):<sup>1</sup>

- Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.  
Explain: **One stormwater detention basin (Wetland 3) was reviewed within the approximate 0.3-acre project area. The stormwater detention basin, approximately 0.12 acre, was constructed in uplands around 1993 and is not a water of the U.S. This was confirmed by reviewing aerial photographs dated 1937, 1963, 1967, 1970, 1975, 1980, 1985, 1990, and 1995, WWI, and the NRCS Soil Survey data. A 1993 grading plan was provided by the applicant that shows the proposed grading and other associated structures associated with a stormwater detention basin. The non-jurisdictional determination for this stormwater detention basin is in accordance with the preamble to the 1986 Corps Regulations (33 CFR Parts 320-330), which states that the Corps does not generally consider the following to be waters of the U.S.; artificial lakes or ponds created by excavating and/or diking dry land to collect and retain water and which are used exclusively for such purposes as stock watering, irrigation, settling basins or rice growing.**

**SECTION III: CWA ANALYSIS**

**A. TNWs AND WETLANDS ADJACENT TO TNWs:** N/A

**B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):** N/A

**C. SIGNIFICANT NEXUS DETERMINATION:** N/A

**D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):** N/A

<sup>1</sup> Supporting documentation is presented in Section III.F.

E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY): N/A

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):

- If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
- Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
  - Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
- Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain:
- Other (explain, if not covered above): **The stormwater detention basin (Wetland 3) is not a water of the U.S. pursuant to the preamble to the Corps 1986 regulations (33 CFR Parts 320-330).**

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- Non-wetland waters (i.e., rivers, streams):      linear feet      width (ft).
- Lakes/ponds:      acres.
- Other non-wetland waters:      acres. List type of aquatic resource:      .
- Wetlands:      acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- Non-wetland waters (i.e., rivers, streams):      linear feet,      width (ft).
- Lakes/ponds:      acres.
- Other non-wetland waters:      acres. List type of aquatic resource:      .
- Wetlands:      acres.

#### SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: R.A. Smith National Wetland Delineation Report dated 10-25-2016 and grading plans for Heritage Valley Unit 1-Phase 1 dated 5-21-93
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - Office concurs with data sheets/delineation report.
  - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps:
- Corps navigable waters' study:
- U.S. Geological Survey Hydrologic Atlas:
  - USGS NHD data.
  - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name: 1:24K WI-PLEASANT PRAIRIE
- USDA Natural Resources Conservation Service Soil Survey. Citation: Kenosha County
- National wetlands inventory map(s). Cite name:
- State/Local wetland inventory map(s): Wisconsin Wetland Inventory
- FEMA/FIRM maps:
- 100-year Floodplain Elevation is:      (National Geodetic Vertical Datum of 1929)
- Photographs:  Aerial (Name & Date): Kenosha County 1937, 1963, 1967, 1970, 1975, 1980, 1985, 1990, and 1995  
or  Other (Name & Date):
- Previous determination(s). File no. and date of response letter:
- Applicable/supporting case law:
- Applicable/supporting scientific literature:
- Other information (please specify): WDNR Exemption Letter dated May 17, 2017.

B. ADDITIONAL COMMENTS TO SUPPORT JD: The stormwater detention basin (Wetland 3) was constructed in uplands and is not a water of the U.S. as detailed in Section II.B.2.

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

**JUL 07 2017**

**Applicant:** John Sorenson

**File No.:** MVP-2017-01066-RAN

**Date:**

Attached is:

See Section below

|   |  |   |
|---|--|---|
|   | INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) | A |
|   | PROFFERED PERMIT (Standard Permit or Letter of permission)         | B |
|   | PERMIT DENIAL  | C |
| X | APPROVED JURISDICTIONAL DETERMINATION                              | D |
|   | PRELIMINARY JURISDICTIONAL DETERMINATION                           | E |

**SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.**

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- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

Rachel Nuetzel  
U.S. Army Corps of Engineers, Regulatory Branch  
250 N. Sunnyslope Road  
Suite 296  
Brookfield, Wisconsin 53005

Telephone (651) 290-5729

If you only have questions regarding the appeal process you may also contact the Division Engineer through:

Administrative Appeals Review Officer  
Mississippi Valley Division  
P.O. Box 80 (1400 Walnut Street)  
Vicksburg, MS 39181-0080  
601-634-5820 FAX: 601-634-5816

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:



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

REPLY TO ATTENTION OF  
REGULATORY BRANCH

AUG 0 7 2017

Regulatory File No. MVP-2017-01066-RAN

U.S. Shelter Homes, LLC  
c/o John Sorenson  
31632 North Ellis Drive, Unit 213  
Volo, Illinois 60073

Dear Mr. Sorenson:

This letter is in response to your request for an approved jurisdictional determination (AJD) for Wetlands 1 and 2 within an approximately 1-acre project area in the Village of Pleasant Prairie located in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 18, Township 1 North, Range 22 East, Kenosha County, Wisconsin. The review area for our jurisdictional determination is identified on the enclosed figure labeled MVP-2017-01066-RAN Page 1 of 1.

The review area contains no waters of the United States subject to Corps of Engineers jurisdiction. Therefore, you are not required to obtain Department of the Army authorization to discharge dredged or fill material within this area. The rationale for this determination is provided in the attached Approved Jurisdictional Determination form. This determination is only valid for the review area shown on the enclosed figure.

If you object to this AJD, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the attached NAP. It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

This AJD may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site. This determination may be renewed at the end of the five year period provided you submit a written request and our staff are able to verify that the limits established during the original determination are still accurate.



Regulatory Branch (File No. MVP-2017-01066-RAN)

If you have any questions, please contact Rachel Nuetzel in our Brookfield office at (651) 290-5729 or Rachel.A.Nuetzel@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

A handwritten signature in black ink that reads "Todd Vesperman". The signature is written in a cursive style with a long horizontal line extending to the right.

Todd Vesperman  
Chief, Southeast Section

Enclosures

Electronic copy furnished:

Elaine Johnson – WDNR (GP-SE-2017-30-02203)

Gary Raasch – R.A. Smith National



**Map Legend**

- Sampling Point
- Culvert
- Study Area (25.71 acres)
- Delineated Wetland (2.09 acres)
- Excavated Pond (2,783.66 sqft)

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

**R.A Smith National**  
Beyond Surveying and Engineering

0 75 150  
1 inch = 150 feet  
September 16, 2016  
1160367

U.S. Shelter Companies  
Wilmot Road Property  
Village of Pleasant Prairie  
Kenosha County, Wisconsin



Figure 2  
Wetland Boundary Map

**APPROVED JURISDICTIONAL DETERMINATION FORM**  
**U.S. Army Corps of Engineers**

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

**SECTION I: BACKGROUND INFORMATION**

**A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD):**

**AUG 07 2017**

**B. ST PAUL, MN DISTRICT OFFICE, FILE NAME, AND NUMBER:** U.S. Shelter Homes (Wetlands 1 and 2), MVP-2017-01066-RAN

**C. PROJECT LOCATION AND BACKGROUND INFORMATION:**

State: **WI** County/parish/borough: **Kenosha** City: **Village of Pleasant Prairie**  
Center coordinates of site (lat/long in degree decimal format): Lat. **42.54675° N**, Long. **87.93484° W**.  
Universal Transverse Mercator: **X:423244.48 Y: 4710908.06**

Name of nearest waterbody: **Pleasant Prairie Tributary**

Name of watershed or Hydrologic Unit Code (HUC): **Upper Mississippi Region (07120004)**

- Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.  
 Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form.

**D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

- Office (Desk) Determination. Date: **July 6, 2017**  
 Field Determination. Date(s):

**SECTION II: SUMMARY OF FINDINGS**

**A. RHA SECTION 10 DETERMINATION OF JURISDICTION.**

There are no "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area.

**B. CWA SECTION 404 DETERMINATION OF JURISDICTION.**

There are no "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area.

**1. Waters of the U.S.:** N/A

**2. Non-regulated waters/wetlands (check if applicable):<sup>1</sup>**

- Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.  
Explain: **The review area contains two wetlands (Wetland 1 and 2). Wetland 1 is a 0.04 acre forested wetland and Wetland 2 is a 0.01 acre wet meadow. Both wetlands are located in the somewhat poorly drained Beecher silt loam. Neither wetland is mapped on the Wisconsin Wetland Inventory. The nearest waterbody is the Pleasant Prairie tributary which is approximately 1,400 feet to the south. Wetlands 1 and 2 are shallow depressional basins with no inlet or outlets and are not adjacent (bordering, neighboring or contiguous) to another WOUS. Additionally, the basins do not support a link to interstate or foreign commerce; are not known to be used by interstate or foreign travelers for recreation or other purposes; do not produce fish or shellfish that could be taken or sold in interstate or foreign commerce; and are not known to be used for industrial purposes by industries in interstate commerce. Therefore, it has been determined that Wetlands 1 and 2 are hydrologically isolated and are not regulated by the Corps under Section 404 of the Clean Water Act.**

**SECTION III: CWA ANALYSIS**

**A. TNWs AND WETLANDS ADJACENT TO TNWs:** N/A

**B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):** N/A

**C. SIGNIFICANT NEXUS DETERMINATION:** N/A

**D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):** N/A

<sup>1</sup> Supporting documentation is presented in Section III.F.

**E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):** N/A

**F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):**

- If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
- Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
  - Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
- Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain:
- Other (explain, if not covered above):

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- Non-wetland waters (i.e., rivers, streams):      linear feet      width (ft).
- Lakes/ponds:      acres.
- Other non-wetland waters:      acres. List type of aquatic resource:      .
- Wetlands: 0.05 acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- Non-wetland waters (i.e., rivers, streams):      linear feet,      width (ft).
- Lakes/ponds:      acres.
- Other non-wetland waters:      acres. List type of aquatic resource:      .
- Wetlands:      acres.

**SECTION IV: DATA SOURCES.**

**A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):**

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: R.A. Smith National Wetland Delineation Report dated 10-25-2016
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - Office concurs with data sheets/delineation report.
  - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps:
- Corps navigable waters' study:
- U.S. Geological Survey Hydrologic Atlas:
  - USGS NHD data.
  - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name: 1:24K WI-PLEASANT PRAIRIE
- USDA Natural Resources Conservation Service Soil Survey. Citation: Kenosha County
- National wetlands inventory map(s). Cite name:
- State/Local wetland inventory map(s): Wisconsin Wetland Inventory
- FEMA/FIRM maps:
- 100-year Floodplain Elevation is:      (National Geodectic Vertical Datum of 1929)
- Photographs:  Aerial (Name & Date): Kenosha County 1937, 1963, 1967, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2005, 2010, and 2015  
or  Other (Name & Date):
- Previous determination(s). File no. and date of response letter:
- Applicable/supporting case law:
- Applicable/supporting scientific literature:
- Other information (please specify):

**B. ADDITIONAL COMMENTS TO SUPPORT JD:** Wetlands 1 and 2 are hydrologically isolated and have no surface or shallow subsurface connections to any water of the U.S.

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

**Applicant:** John Sorenson

**File No.:** MVP-2017-01066-RAN

**Date:** **AUG 07 2017**

Attached is:

See Section below

|   |  |   |
|---|--|---|
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|   | PERMIT DENIAL  | C |
| X | APPROVED JURISDICTIONAL DETERMINATION                              | D |
|   | PRELIMINARY JURISDICTIONAL DETERMINATION                           | E |

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Rachel Nuetzel  
U.S. Army Corps of Engineers, Regulatory Branch  
250 N. Sunnyslope Road  
Suite 296  
Brookfield, Wisconsin 53005  
  
Telephone (651) 290-5729

If you only have questions regarding the appeal process you may also contact the Division Engineer through:

Administrative Appeals Review Officer  
Mississippi Valley Division  
P.O. Box 80 (1400 Walnut Street)  
Vicksburg, MS 39181-0080  
601-634-5820 FAX: 601-634-5816

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\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:

**From:** Matt Fineour  
**Sent:** Tuesday, March 20, 2018 4:49 PM  
**To:** 'Hawley, Pat'; Raasch, Gary  
**Cc:** Jean Werbie-Harris; Clement Abongwa; John Sorenson; Jack Sorenson; Peggy Herrick  
**Subject:** RE: River Run Subdivision Traffic

Pat,

Village staff has reviewed and discussed the information you provided. We will require that Developer add advance warning signs and also improve the intersection lighting. We will look into the existing intersection lights and see if they can be upgraded and/or another light is needed. The exact advance warning signs type, locations, and lighting improvements can be finalized as you move forward with the subdivision design and coordinated with the County.

Let me know if you have any questions,

**Matthew Fineour, P.E.**

**Village Engineer**

VILLAGE OF PLEASANT PRAIRIE

P: 262.925.6778

[mfineour@plprairiewi.com](mailto:mfineour@plprairiewi.com) | [www.PleasantPrairieOnline.com](http://www.PleasantPrairieOnline.com)



---

**From:** Hawley, Pat <Pat.Hawley@raSmith.com>  
**Sent:** Tuesday, March 13, 2018 1:58 PM  
**To:** Matt Fineour <mfineour@plprairiewi.com>; Raasch, Gary <Gary.Raasch@raSmith.com>  
**Cc:** Jean Werbie-Harris <jwerbie@plprairiewi.com>; Clement Abongwa <Clement.Abongwa@kenoshacounty.org>; John Sorenson <john@usshelter.com>; Jack Sorenson <jack@usshelter.com>  
**Subject:** RE: River Run Subdivision Traffic

Hi Matt,

I attached two pdf's for your use. The first pdf is the long-term left-turn-lane option for County C. It should be noted it is only a preliminary concept of the horizontal geometry. We didn't create sketches of any pavement marking concepts, as there is not sufficient width to develop a turn lane *in advance of the intersection*. However, under the existing conditions, left-turn vehicles pull into the intersection before turning onto 106<sup>th</sup> or 107<sup>th</sup>. This creates sufficient lateral width for through vehicles to maneuver around the turning vehicle. The second pdf shows this condition.

As discussed previously, a few other viable considerations would be adding Caution Intersection Ahead signing or lowering the speed limit along County C.

We looked up crash data in the study area along County C from 2012-2016 (five most recent years of available data). Only two crashes occurred over the past five years. One crash occurred at the 104<sup>th</sup> Avenue intersection and one crash occurred midway between the 104<sup>th</sup> and 106<sup>th</sup>/107<sup>th</sup> Avenue intersections. No crashes were recorded at the 106<sup>th</sup>/107<sup>th</sup> Avenue intersection. Given the minimal traffic expected to be generated by the proposed 45-unit subdivision, we do not expect an increase in crashes.

**Pat Hawley, P.E., PTOE, Associate**

Assistant Director of Transportation Services  
Senior Traffic Project Manager



direct: 262-317-3204  
mobile: 414-405-2725

---

**From:** Matt Fineour <[mfineour@plprairiewi.com](mailto:mfineour@plprairiewi.com)>  
**Sent:** Thursday, March 08, 2018 7:59 AM  
**To:** Hawley, Pat <[Pat.Hawley@raSmith.com](mailto:Pat.Hawley@raSmith.com)>; Raasch, Gary <[Gary.Raasch@raSmith.com](mailto:Gary.Raasch@raSmith.com)>  
**Cc:** Jean Werbie-Harris <[jwerbie@plprairiewi.com](mailto:jwerbie@plprairiewi.com)>; Clement Abongwa <[Clement.Abongwa@kenoshacounty.org](mailto:Clement.Abongwa@kenoshacounty.org)>; John Sorenson <[john@usshelter.com](mailto:john@usshelter.com)>; Jack Sorenson <[jack@usshelter.com](mailto:jack@usshelter.com)>  
**Subject:** RE: River Run Subdivision Traffic

Pat,

Please provide a sketch of the longer term solution you mention.

Also, if you have any sketches of the pavement marking attempts that were looked you can send over as well... would be helpful for internal discussion and explanations.

Thank you,

**Matthew Fineour, P.E.**

**Village Engineer**

VILLAGE OF PLEASANT PRAIRIE

P: 262.925.6778

[mfineour@plprairiewi.com](mailto:mfineour@plprairiewi.com) | [www.PleasantPrairieOnline.com](http://www.PleasantPrairieOnline.com)



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**From:** Hawley, Pat [<mailto:Pat.Hawley@raSmith.com>]

**Sent:** Wednesday, March 07, 2018 3:51 PM



**To:** Matt Fineour <[mfineour@plprairiewi.com](mailto:mfineour@plprairiewi.com)>; Raasch, Gary <[Gary.Raasch@raSmith.com](mailto:Gary.Raasch@raSmith.com)>  
**Cc:** Jean Werbie-Harris <[jwerbie@plprairiewi.com](mailto:jwerbie@plprairiewi.com)>; Clement Abongwa <[Clement.Abongwa@kenoshacounty.org](mailto:Clement.Abongwa@kenoshacounty.org)>; John Sorenson <[john@usshelter.com](mailto:john@usshelter.com)>; Jack Sorenson <[jack@usshelter.com](mailto:jack@usshelter.com)>  
**Subject:** RE: River Run Subdivision Traffic

Hi Matt,

We looked at a variety of potential options to address the existing intersection issues along County C. There is not enough pavement to create left turn lanes or even a bypass lane type of configuration through pavement markings, and these options are not recommended. A few other low cost options would be adding Caution Intersection Ahead signing or lowering the speed limit along County C. These lower cost solutions would be viable considerations.

We also looked at the longer term solution of constructing left turn lanes along County C to address the existing intersection issues. The construction limits would extend about 1200 feet along C and have a high cost. Although the turn lane option would effectively address the village's safety concern, our client could not absorb this significant cost for their 45-unit subdivision. – Please provide a sketch of this layout. Thanks.

**Pat Hawley, P.E., PTOE, Associate**

Assistant Director of Transportation Services  
Senior Traffic Project Manager



direct: 262-317-3204  
mobile: 414-405-2725

---

**From:** Matt Fineour [<mailto:mfineour@plprairiewi.com>]  
**Sent:** Friday, March 2, 2018 9:16 AM  
**To:** Hawley, Pat <[Pat.Hawley@raSmith.com](mailto:Pat.Hawley@raSmith.com)>; Raasch, Gary <[Gary.Raasch@raSmith.com](mailto:Gary.Raasch@raSmith.com)>  
**Cc:** Jean Werbie-Harris <[jwerbie@plprairiewi.com](mailto:jwerbie@plprairiewi.com)>; Clement Abongwa <[Clement.Abongwa@kenoshacounty.org](mailto:Clement.Abongwa@kenoshacounty.org)>  
**Subject:** River Run Subdivision Traffic

Hi Pat,

The Village is requesting that the 106<sup>th</sup> / CTH "C" intersection be reviewed to see if improvements can be made with the existing geometrics and reconfigure with traffic markings. The desire is to see if designated left turn lane(s) can be made or some way just to make turning movements safer. It was also requested to see if additional signage can be used as well.

I would request that RA Smith as the Developers' engineer evaluate this potential and provide options for consideration. The County is working on a multi-use path along the south side of CTH C. Due to right-of-way restrictions, they were considering making some of the south side of CTH "C" a curb

section. Please coordinate with the County regarding any work they may be doing that effects the roadway section that you may need to consider.

Feel free to call me with any questions or concerns.

**Matthew Fineour, P.E.**  
**Village Engineer**

VILLAGE OF PLEASANT PRAIRIE

P: 262.925.6778

[mfineour@plprairiewi.com](mailto:mfineour@plprairiewi.com) | [www.PleasantPrairieOnline.com](http://www.PleasantPrairieOnline.com)



\*\*\*\*\*




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LEGEND

-  THROUGH VEHICLE
-  LEFT TURNING VEHICLE
-  EXISTING RIGHT-OF-WAY

SCALE, FEET 0 50 100



CTH C AND 107TH/106TH AVENUE  
 EXISTING CONDITION  
 MARCH 12, 2018  
 raSmith



LEGEND

- PAVEMENT WIDENING
- EXISTING RIGHT-OF-WAY

SCALE, FEET 0 50 100



108TH AVE

88TH ST

107TH AVE

106TH AVE

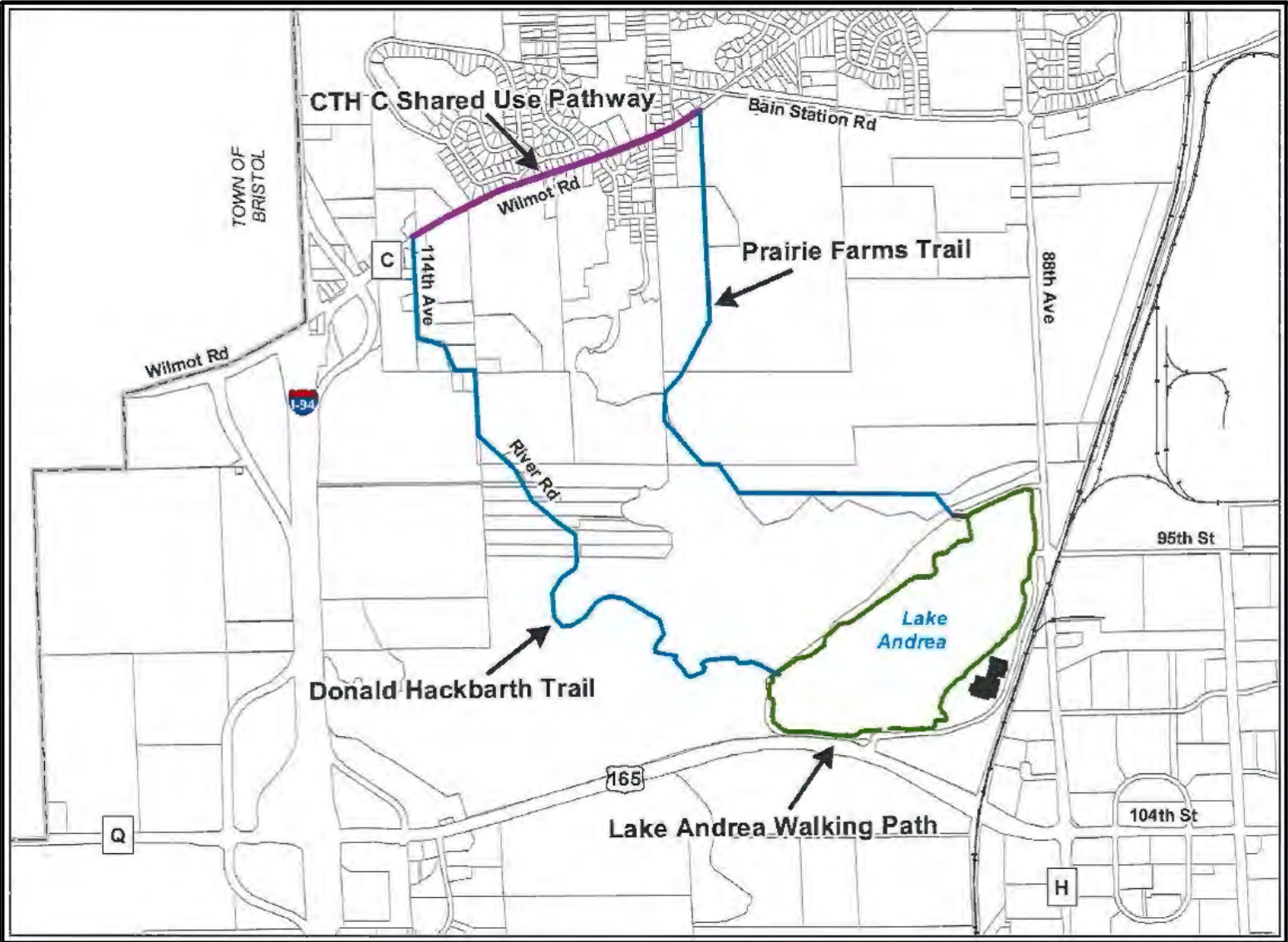
CTH C

655'

505'

7'  
MINIMUM  
DISTANCE  
TO RW

CTH C AND 107TH/106TH AVENUE  
 CONCEPTUAL IMPROVEMENTS  
 MARCH 12, 2018  
 raSmith



**CTH C Shared Use Pathway**

TOWN OF  
BRISTOL

Bain Station Rd

Wilmot Rd

C

114th Ave

**Prairie Farms Trail**

88th Ave

Wilmot Rd

1-94

River Rd

95th St

**Donald Hackbarth Trail**

Lake  
Andrea

165

**Lake Andrea Walking Path**

104th St

H

Q



# MEMORANDUM

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

TO: Peggy Herrick, Assistant Planner / Zoning Administrator

FROM: Matthew Fineour, P.E., Village Engineer

SUBJ: River Run at Heritage Valley  
Preliminary Plat and Engineering Plans

DATE: February 9, 2018

---

Peggy,

The Engineering Department has reviewed the submitted preliminary plat and engineering plans for the proposed River Run at Heritage Valley subdivision. We have the following comments listed below and noted on the attached mark-up plan. Refer to both this memo and mark-up plan sheets for all engineering comments. Prior to the Final Plat submittal a revised set of engineering plans addressing Village comments shall be provided for further review.

**See comments on attached mark-up plan sheets.**

1. Only plan sheets with comments are included.
2. Comments that apply to multiple locations are not repeated for every occurrence.

**General Items**

3. Project phasing plans shall be more detailed. Exact phasing limits and temporary utility terminations need to be clarified and clearly shown/noted. Also, grading/erosion control plans need to be further defined by phase.
4. Phasing limits and temporary cul-de-sac locations are inconsistent throughout the plans. Correct as needed.
5. Lot 13 shall be developed as part of phase 2, not phase 1.
6. Lot 34 shall be undevelopable until 107<sup>th</sup> Avenue is extended in the future and the temporary cul-de-sac is removed.
7. We recommend reviewing the proposed phase 2 limit at 91<sup>st</sup> place. Consider utility construction needs.
8. Provide plans for gas and electric placement and easement locations. Gas and electric facilities shall not be located within drainage swales.
9. A construction and specification manual shall be provided for review.

10. An estimate of the amount of import or export of fill needed for the site grading plan shall be provided.

### **Roadway**

11. A geotechnical soils report, including geotechnical recommendations shall be prepared and submitted for the roadway design. Borings shall be performed at a minimum of 500-foot intervals along the roadway. (Geotechnical report shall also be provided for the retention pond location)
12. Roadway cross-sections shall be provided in the plans.
13. A concrete jointing plan and details shall be provided. The design engineer can provide this with the plans or require a submittal by the contractor. If the contractor is to be responsible then an appropriate note shall be placed on the plans specifying the requirements.
14. A street lighting and signage plan shall be provided for review.
15. The design engineer shall evaluate the extension of 90<sup>th</sup> Street to determine if the proposed slope meeting existing grade at the lot line will adequately serve for the future extension/development needs of the adjacent property or if the road and adjacent lot grading needs to be raised or adjusted.
16. Drainage from 90<sup>th</sup> Street is proposed to flow onto the adjacent property (Kevek). The developer shall discuss the plan with the adjacent landowner and obtain a written flowage easement regarding the acceptance the proposed discharge.

### **Grading / Storm Water / Erosions Control**

17. The design of rear yard drainage between 106<sup>th</sup>/105<sup>th</sup> Avenue and 106<sup>th</sup>/107<sup>th</sup> Avenue shall be revised. Provide additional rear yard storm sewer inlets, eliminate the hard ditch line; and provide overland gradient(s) meeting a minimum gradient of 1.0-percent.
18. Confirm that the entire site is being mass graded as part of phase 1 improvements and/or provide further clarification if this is not the intent.
19. Clarify restoration requirements of lots and roadway areas in phase 2 and 3 upon completion of mass grading.
20. Side yard swales shall be placed on lot lines. Also, grading shall accommodate potential buildings at set back lines or place restrictions if building at an allowable set back line will cause a grading problem. Maximum allowable slopes are 4:1. The design engineer shall review lot grading and revise, as needed.
21. The temporary flat ditch associated with phase 1 is not acceptable. An alternate design and means of storm water conveyance shall be provided for phase 1.
22. Design engineer shall check grading for accuracy, errors and to ensure positive drainage. Examples are pointed out in the plan mark-up.
23. The designer shall provide a conceptual plan of how off-site storm water north of 107<sup>th</sup> Avenue terminus (Area PR-2 in storm water report) can be managed for future lot development as it appears that the River Run pond should manage these flows.

24. Provide phase 1, 2, and 3 grading and erosion control plans with all necessary information for each individual phase.
25. Plan/profiles are required for all public storm sewers.
26. The pond is required to have aerator(s) or pond fountain(s). The plans shall note the requirement and aerator/fountain information shall be provided.
27. A more project specific/detailed construction sequence plan shall be provided for erosion control. Also, show temporary diversion berms etc. where needed. Separate tracking pads need for phase 2 and 3?

### **Sanitary Sewer and Water Main**

28. Water profile information is missing on all sheets and was not reviewed.
29. Provide lift station plans and design report for review.
30. Provide completed WDNR sewer and water extension forms.
31. Upon Village approval of the public sanitary sewer and water main plans, the Village will submit plans to the City of Kenosha Water/Wastewater Utility (KWWU) for their system level review and approval.
32. Upon approval of the Village and KWWU, the Developer shall submit sanitary plans to SEWRPC and WDNR for approval and water main plans to the WDNR for their approval. A copy of the agency approvals shall be provided to the Village.

### **Traffic Impact Analysis**

A traffic impact analysis was completed by RA Smith to review the subdivision intersections at County Trunk Highway “C”. The overall conclusion of the report is noted below:

“The River Run and future off-site residential developments are expected to increase traffic and side street delay at the study intersections. However, traffic impacts are expected to be minor and all study intersections movements were shown to operate well under capacity with the additional traffic. Therefore, no roadway improvements are recommended with the developments. The addition of turn lanes would not improve the LOS, and the intersection volumes are well below meeting the warrants for traffic signals.”

Kenosha County reviewed the TIA and concurs with the conclusions and is not requiring any improvements. The Village had an independent review of the TIA by TADI (Traffic Analysis and Design, Inc.). TADI also concurred with the TIA analysis and conclusions.

The Village met with the County Highway Commissioner to discuss the TIA and resident traffic concerns. Upon discussion, the County is aware of the traffic concerns and will continue to monitor the traffic conditions as traffic continues to grow in the future and work with the Village in planning and developing overall area traffic improvements as warranted within the CTH “C” corridor.

As the topic is of concern to area residents, the Developer’s traffic engineer is requested to be at the Plan Commission meeting to answer traffic related questions that may arise.



### **Proposed Lift Station Cost Recovery**

1. The following shall be provided to review the proposed cost recovery:
  - a. Provide the preliminary cost estimate for the lift station. The Village needs to understand the cost impacts to all properties involved, prior to proceeding with a recovery agreement.
  - b. The average design flow for the future church shall be revised to reflect the church as opposed to 60-homes. The design engineer shall provide information as to the lift station/force main design considerations and/or needed upgrades if the church property converted back to residential.
  - c. Provide a service area map.

### **Proposed Storm Water Management Plan / Pond Cost Recovery**

1. The management plan reduces the offsite area PR-2 future post-developed discharge rate for the 2-year and 100-year storms to existing condition discharge rates and the report states “Sub-basins PR-2 and PR-6 are also offsite areas that would require rate reduction in the future if developed”. The development of offsite areas will be required to reduce runoff rates per Village requirements. The evaluation shall be revised to provide:
  - a. Incorporate development of the offsite areas peak flow reduction in River Run retention pond design and/or show how the pond can be easily modified in the future for the future development.
  - b. The offsite drainage area(s) shall be modified to incorporate anticipated area draining the River Run pond via the neighborhood plan layout. If additional ponds are needed or anticipated, then this need and potential locations shall be identified.
  - c. If the pond is designed and built to accommodate offsite areas under developed conditions, then a cost recovery may be considered. The cost of relocating the existing retention basin servicing Heritage Valley Unit 1 is entirely associated with River Run, hence under the submitted calculation, the area should be included in the overall tributary area to the pond for cost calculation purposes.
2. Show the neighborhood layout on the developed drainage area map(s) and delineate post developed drainage for the storm sewer and pond design with future development drainage expectations.

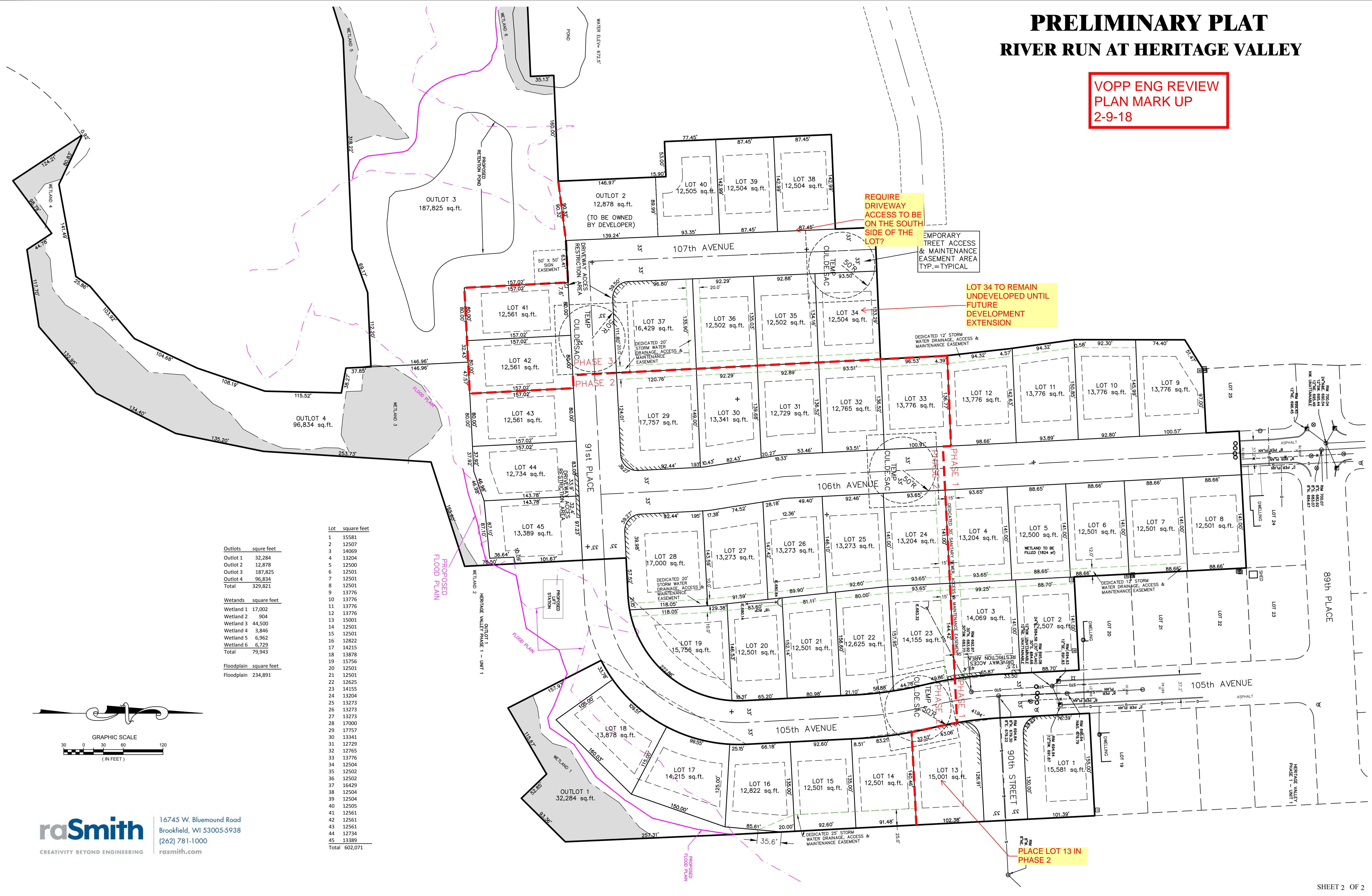
The engineering plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and as additional information is provided.

\*\*\*

# PRELIMINARY PLAT

## RIVER RUN AT HERITAGE VALLEY

VOPP ENG REVIEW  
PLAN MARK UP  
2-9-18



| Lot   | square feet |
|-------|-------------|
| 1     | 15581       |
| 2     | 12507       |
| 3     | 14069       |
| 4     | 13204       |
| 5     | 12500       |
| 6     | 12501       |
| 7     | 12501       |
| 8     | 12501       |
| 9     | 13776       |
| 10    | 13776       |
| 11    | 13776       |
| 12    | 13776       |
| 13    | 15001       |
| 14    | 12501       |
| 15    | 12501       |
| 16    | 12822       |
| 17    | 14215       |
| 18    | 13878       |
| 19    | 15756       |
| 20    | 12501       |
| 21    | 12501       |
| 22    | 12625       |
| 23    | 14155       |
| 24    | 13204       |
| 25    | 13273       |
| 26    | 13273       |
| 27    | 13273       |
| 28    | 17000       |
| 29    | 17757       |
| 30    | 13341       |
| 31    | 12729       |
| 32    | 12765       |
| 33    | 13776       |
| 34    | 12504       |
| 35    | 12502       |
| 36    | 12502       |
| 37    | 16429       |
| 38    | 12504       |
| 39    | 12504       |
| 40    | 12505       |
| 41    | 12561       |
| 42    | 12561       |
| 43    | 12561       |
| 44    | 12734       |
| 45    | 13389       |
| Total | 602,071     |

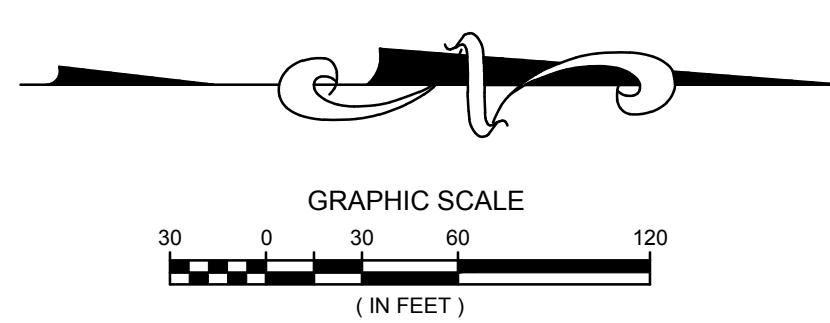
| Outlots  | square feet |
|----------|-------------|
| Outlot 1 | 32,284      |
| Outlot 2 | 12,878      |
| Outlot 3 | 187,825     |
| Outlot 4 | 96,834      |
| Total    | 329,821     |

| Wetlands  | square feet |
|-----------|-------------|
| Wetland 1 | 17,002      |
| Wetland 2 | 904         |
| Wetland 3 | 44,500      |
| Wetland 4 | 3,846       |
| Wetland 5 | 6,962       |
| Wetland 6 | 6,729       |
| Total     | 79,943      |

| Floodplain | square feet |
|------------|-------------|
| Floodplain | 234,891     |



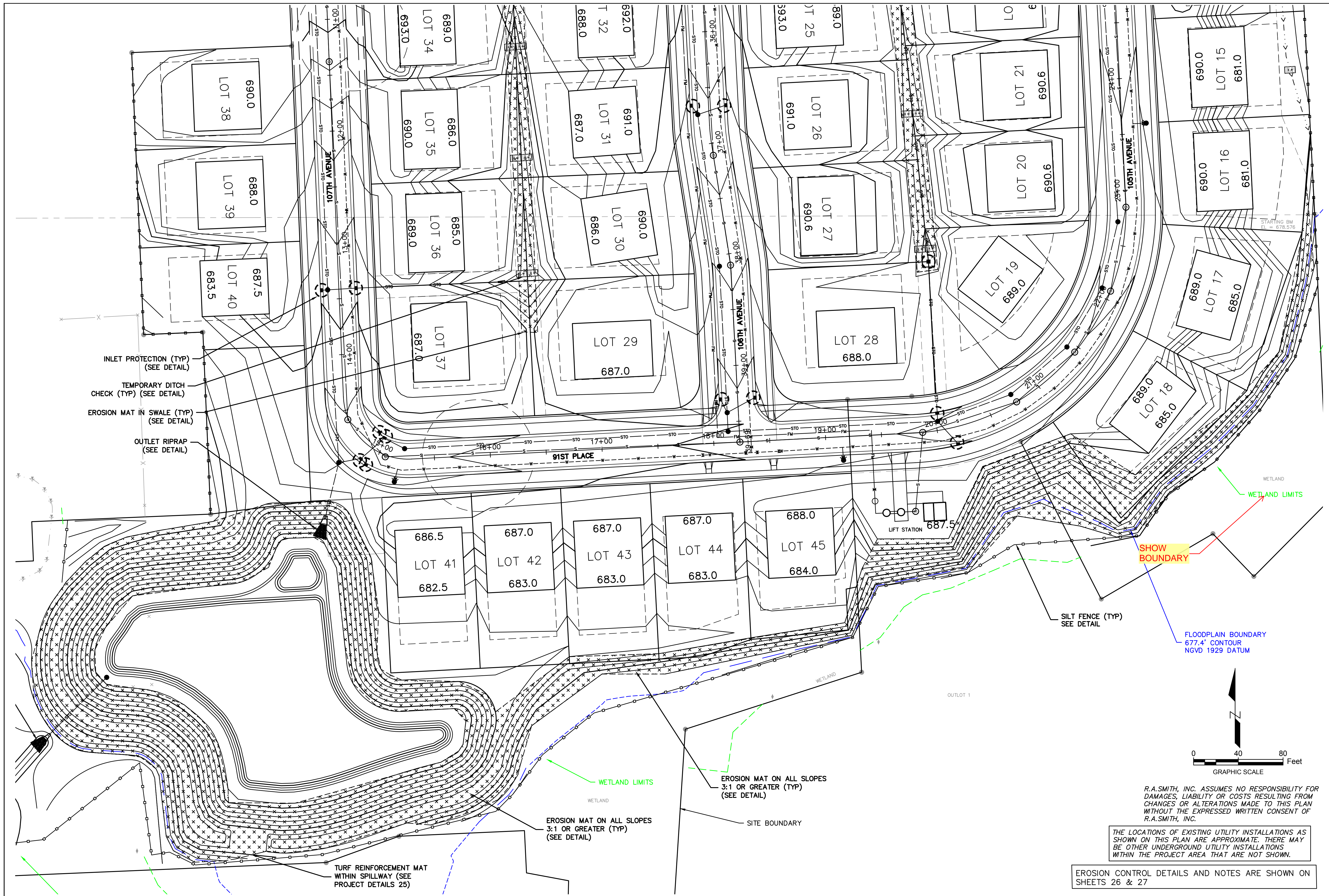
**raSmith**  
CREATIVITY BEYOND ENGINEERING

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









INLET PROTECTION (TYP)  
(SEE DETAIL)

TEMPORARY DITCH  
CHECK (TYP) (SEE DETAIL)

EROSION MAT IN SWALE (TYP)  
(SEE DETAIL)

OUTLET RIPRAP  
(SEE DETAIL)

TURF REINFORCEMENT MAT  
WITHIN SPILLWAY (SEE  
PROJECT DETAILS 25)

EROSION MAT ON ALL SLOPES  
3:1 OR GREATER (TYP)  
(SEE DETAIL)

EROSION MAT ON ALL SLOPES  
3:1 OR GREATER (TYP)  
(SEE DETAIL)

SITE BOUNDARY

EROSION CONTROL DETAILS AND NOTES ARE SHOWN ON  
SHEETS 26 & 27

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BE OTHER UNDERGROUND UTILITY INSTALLATIONS  
WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

| DATE | DESCRIPTION |
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**rasSmith**  
CREATIVITY BEYOND ENGINEERING  
rasSmith.com

RIVER RUN AT HERITAGE VALLEY  
VILLAGE OF PLEASANT PRAIRIE  
EROSION CONTROL PLAN  
SOUTH

PRELIMINARY  
NOT FOR  
CONSTRUCTION

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R.A. Smith, Inc.  
DATE: 1/24/18  
SCALE: 1" = 40'  
JOB NO. 1160367  
PROJECT MANAGER:  
GARY RAASCH, PE  
DESIGNED BY: MJG  
CHECKED BY: GER

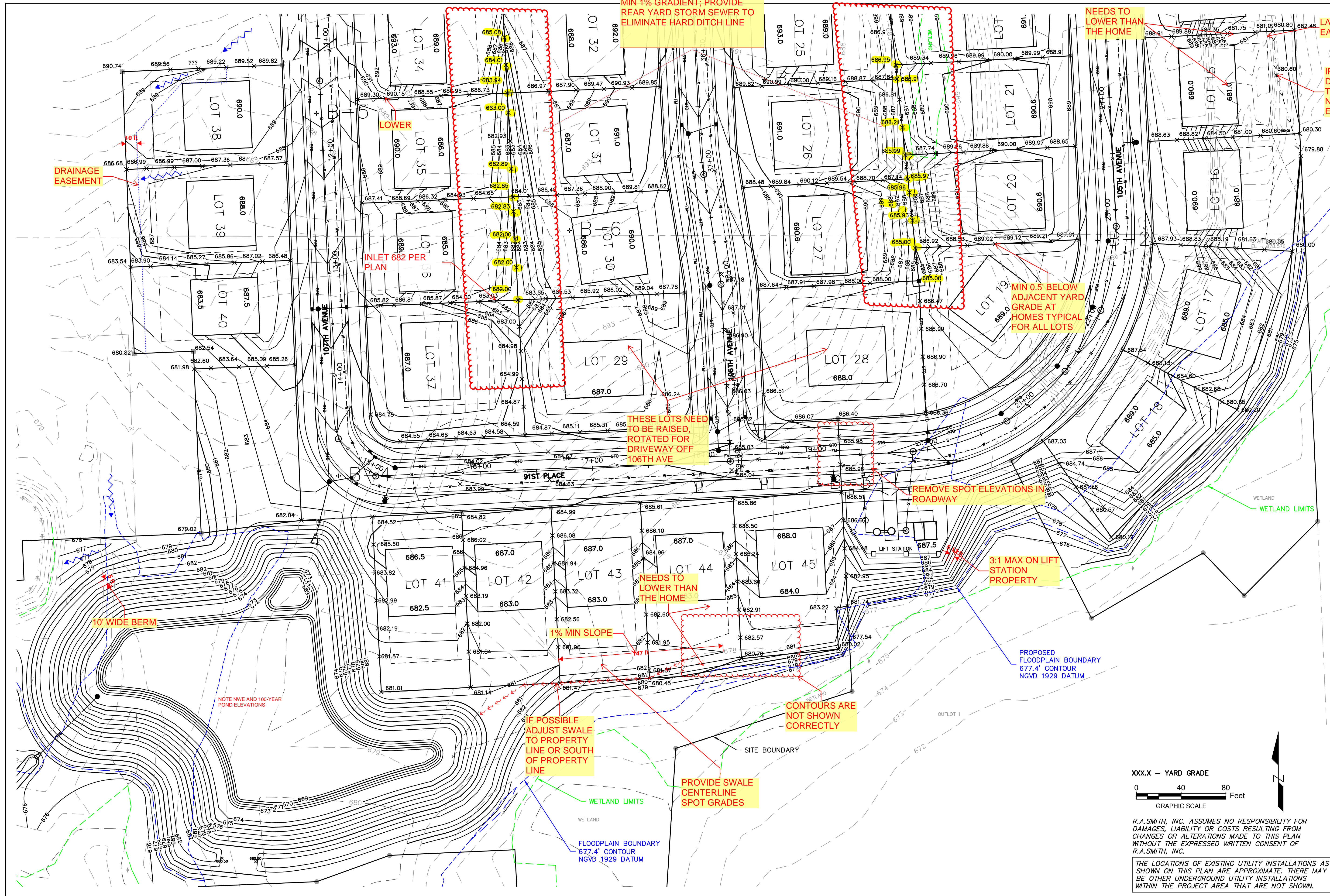
SHEET NUMBER  
4











REAR YARD DRAINAGE DESIGN IS NOT ACCEPTABLE. PROVIDE MIN 1% GRADIENT; PROVIDE REAR YARD STORM SEWER TO ELIMINATE HARD DITCH LINE

NEEDS TO LOWER THAN THE HOME

LABEL DRAINAGE EASEMENTS

IF POSSIBLE MOVE THE DRAINAGE SWALE CLOSER TO THE REAR LOT LINE AND NARROW THE DRAINAGE EASEMENT

DRAINAGE EASEMENT

LOWER

INLET 682 PER PLAN

MIN 0.5' BELOW ADJACENT YARD GRADE AT HOMES TYPICAL FOR ALL LOTS

THESE LOTS NEED TO BE RAISED, ROTATED FOR DRIVEWAY OFF 106TH AVE

REMOVE SPOT ELEVATIONS IN ROADWAY

3:1 MAX ON LIFT STATION PROPERTY

NEEDS TO LOWER THAN THE HOME

1% MIN SLOPE

CONTOURS ARE NOT SHOWN CORRECTLY

IF POSSIBLE ADJUST SWALE TO PROPERTY LINE OR SOUTH OF PROPERTY LINE

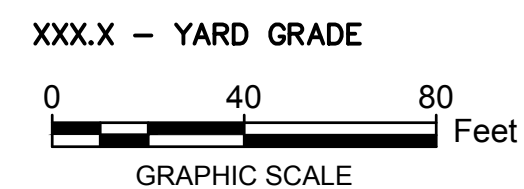
PROVIDE SWALE CENTERLINE SPOT GRADES

10' WIDE BERM

NOTE N/E AND 100-YEAR POND ELEVATIONS

PROPOSED FLOODPLAIN BOUNDARY 677.4' CONTOUR NGVD 1929 DATUM

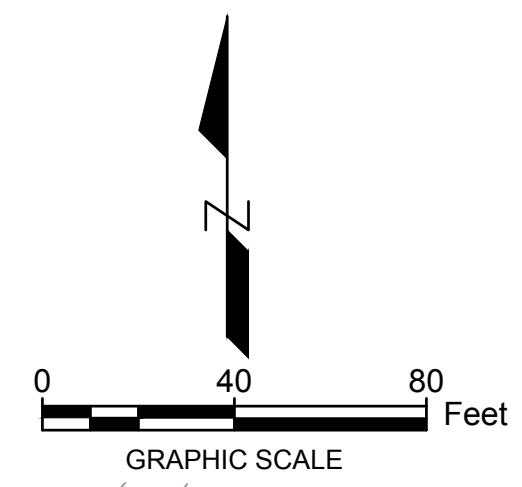
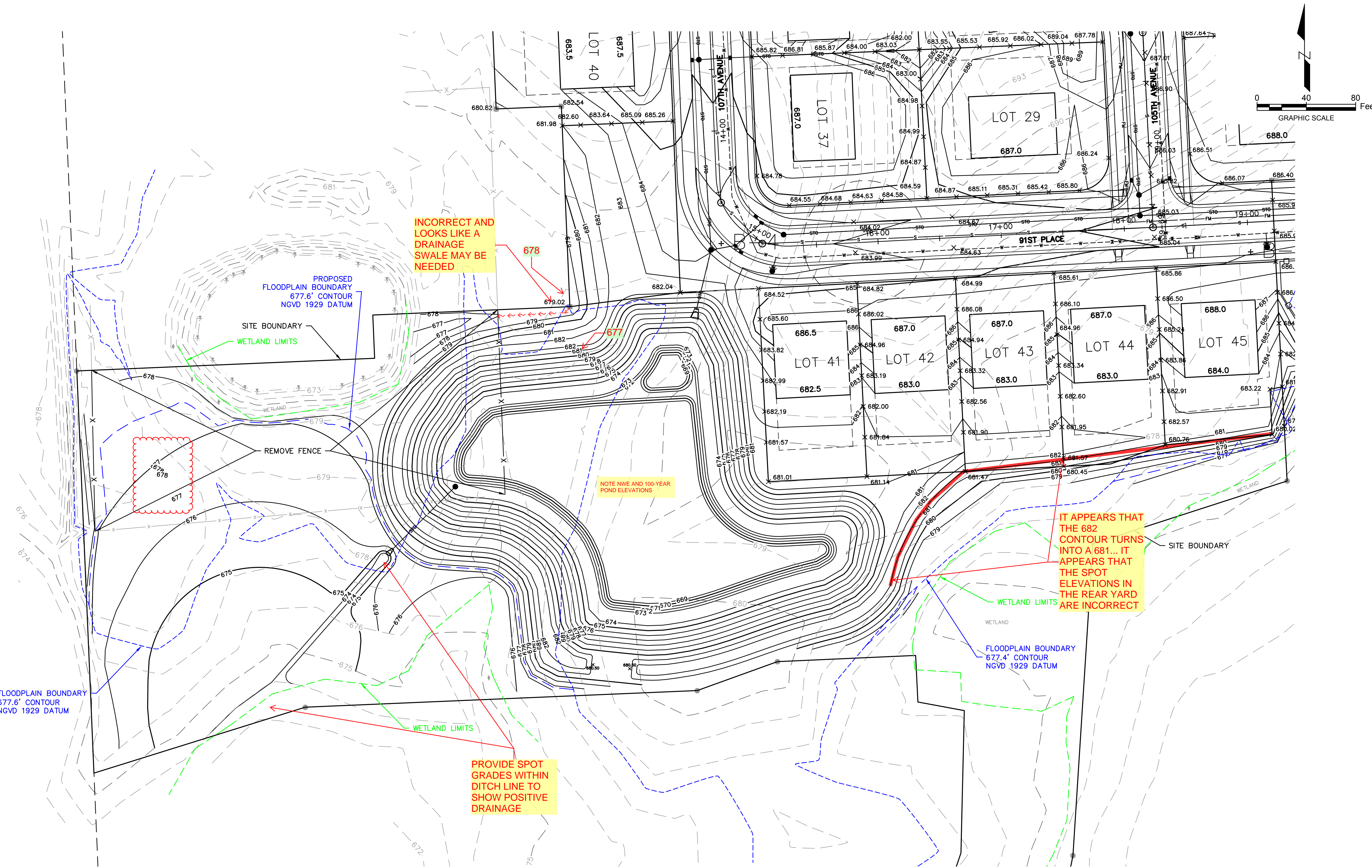
FLOODPLAIN BOUNDARY 677.4' CONTOUR NGVD 1929 DATUM



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|   |  |
|---|--|
| DATE  |  |
| <br>RIVER RUN AT HERITAGE VALLEY VILLAGE OF PLEASANT PRAIRIE  |  |
| MASTER GRADING PLAN<br>SOUTH LOTS   |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION  |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: 1" = 40'<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG<br>CHECKED BY: GER |  |
| SHEET NUMBER<br>8   |  |



INCORRECT AND LOOKS LIKE A DRAINAGE SWALE MAY BE NEEDED

NOTE NWE AND 100-YEAR POND ELEVATIONS

IT APPEARS THAT THE 682 CONTOUR TURNS INTO A 681... IT APPEARS THAT THE SPOT ELEVATIONS IN THE REAR YARD ARE INCORRECT

PROVIDE SPOT GRADES WITHIN DITCH LINE TO SHOW POSITIVE DRAINAGE

FLOODPLAIN BOUNDARY  
677.6' CONTOUR  
NGVD 1929 DATUM

PROPOSED FLOODPLAIN BOUNDARY  
677.6' CONTOUR  
NGVD 1929 DATUM

FLOODPLAIN BOUNDARY  
677.4' CONTOUR  
NGVD 1929 DATUM

XXX.X - YARD GRADE

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| DESCRIPTION  |  |
| DATE   |  |
| <br>CREATIVITY BEYOND ENGINEERING<br>rasSmith.com  |  |
| RIVER RUN AT HERITAGE VALLEY<br>VILLAGE OF PLEASANT PRAIRIE<br>MASTER GRADING PLAN<br>SOUTH POND |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION   |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.   |  |
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| SCALE: 1" = 40'  |  |
| JOB NO. 1160367  |  |
| PROJECT MANAGER:<br>GARY RAASCH, PE  |  |
| DESIGNED BY: MJG   |  |
| CHECKED BY: GER  |  |
| <b>SHEET NUMBER</b><br>9   |  |







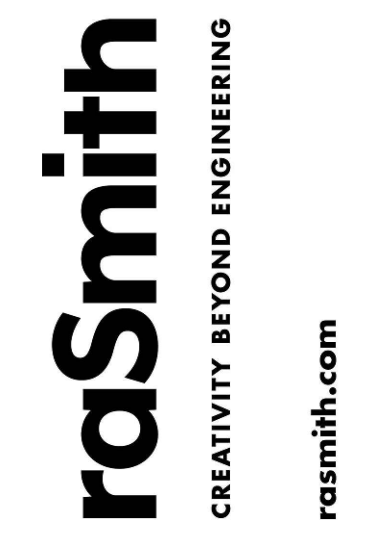


PHASE 3 LOTS 37-45  
XXX.X - YARD GRADE

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RIVER RUN AT HERITAGE VALLEY  
VILLAGE OF PLEASANT PRAIRIE  
CONSTRUCTION PHASING  
PHASE 3

PRELIMINARY  
NOT FOR  
CONSTRUCTION

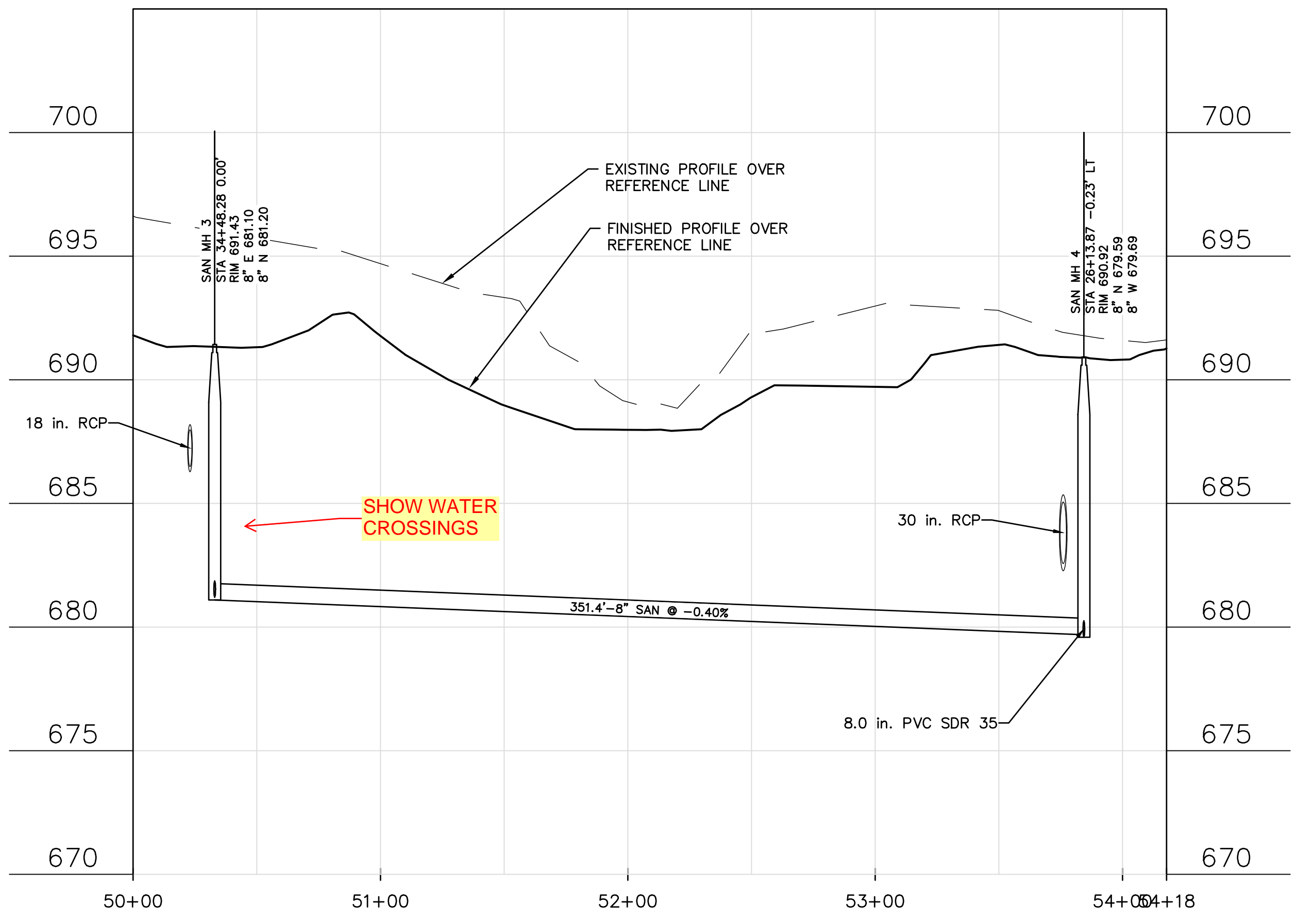
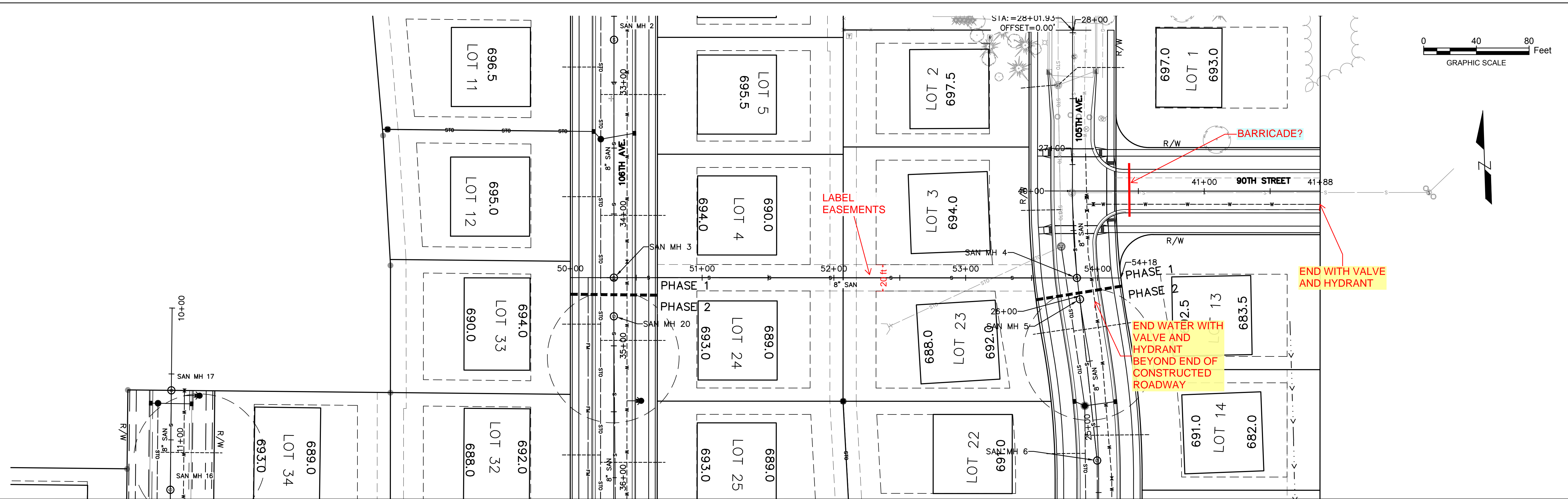
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SCALE: 1" = 40'  
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GARY RAASCH, PE  
DESIGNED BY: MJG  
CHECKED BY: GER

SHEET NUMBER  
13









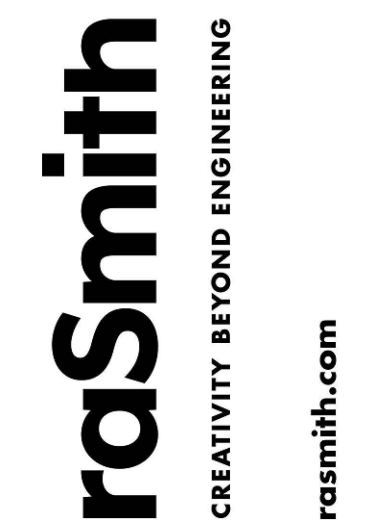
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PIPE LENGTH DISTANCES & ELEVATIONS ARE GIVEN FROM CENTER OF STRUCTURE OR END OF OUTFALL STRUCTURES. OUTFALL STRUCTURES SHALL BE PLACED TO BLEND WITH EXISTING OR PROPOSED TOPOGRAPHY.

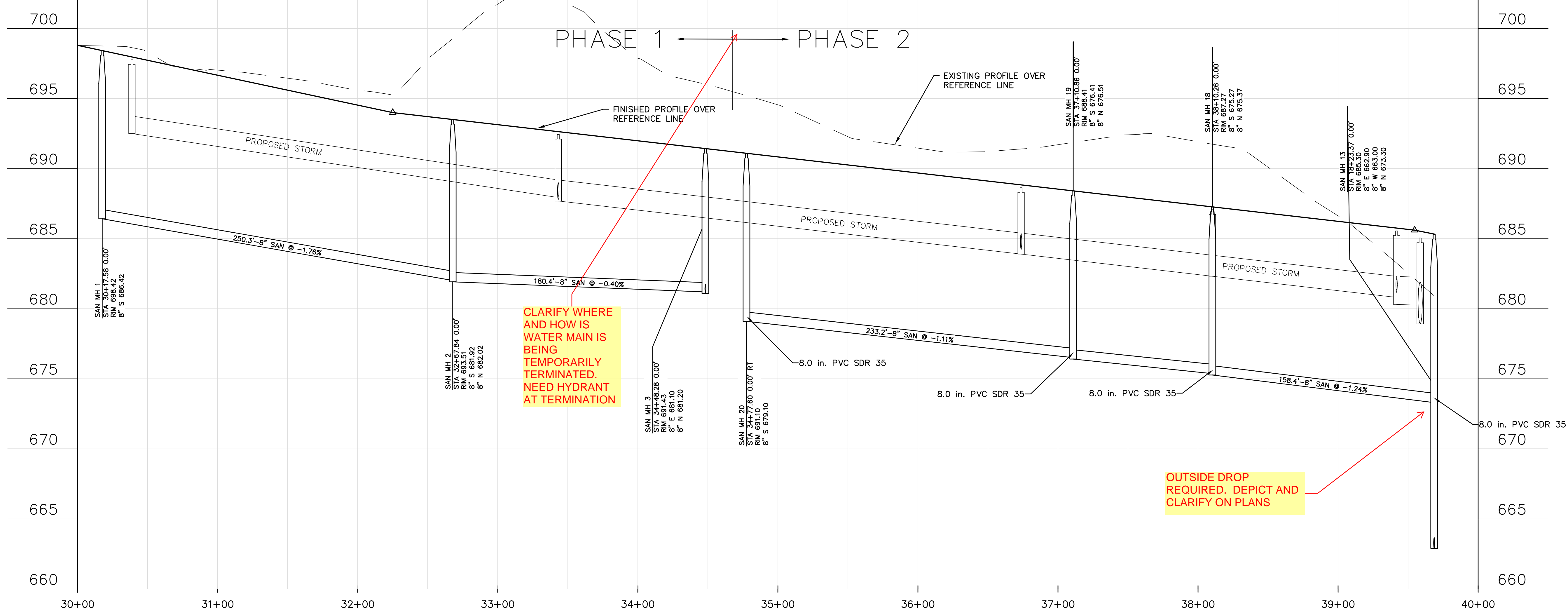
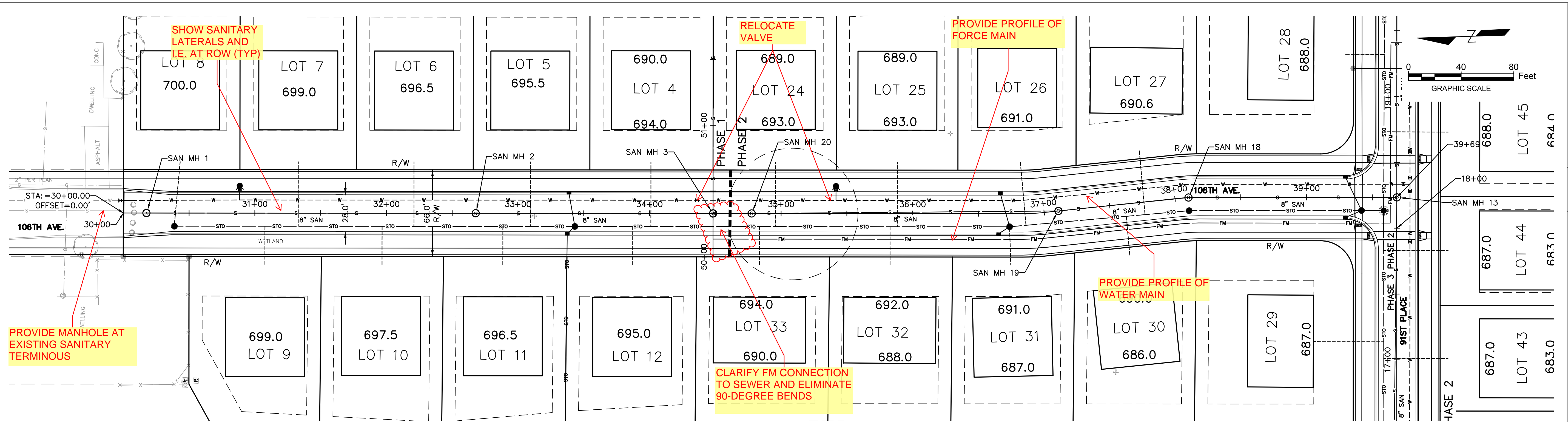
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RIVER RUN AT HERITAGE VALLEY  
 VILLAGE OF PLEASANT PRAIRIE  
 SANITARY & WATER MAIN  
 PLAN AND PROFILE  
 105TH AVENUE TO 106TH AVENUE

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

|                                      |
|--------------------------------------|
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| DATE: 1/24/18                        |
| SCALE: 1" = 40'                      |
| JOB NO. 1160367                      |
| PROJECT MANAGER:<br>GARY RAASCH, PE  |
| DESIGNED BY: MJG                     |
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| <b>SHEET NUMBER</b>                  |



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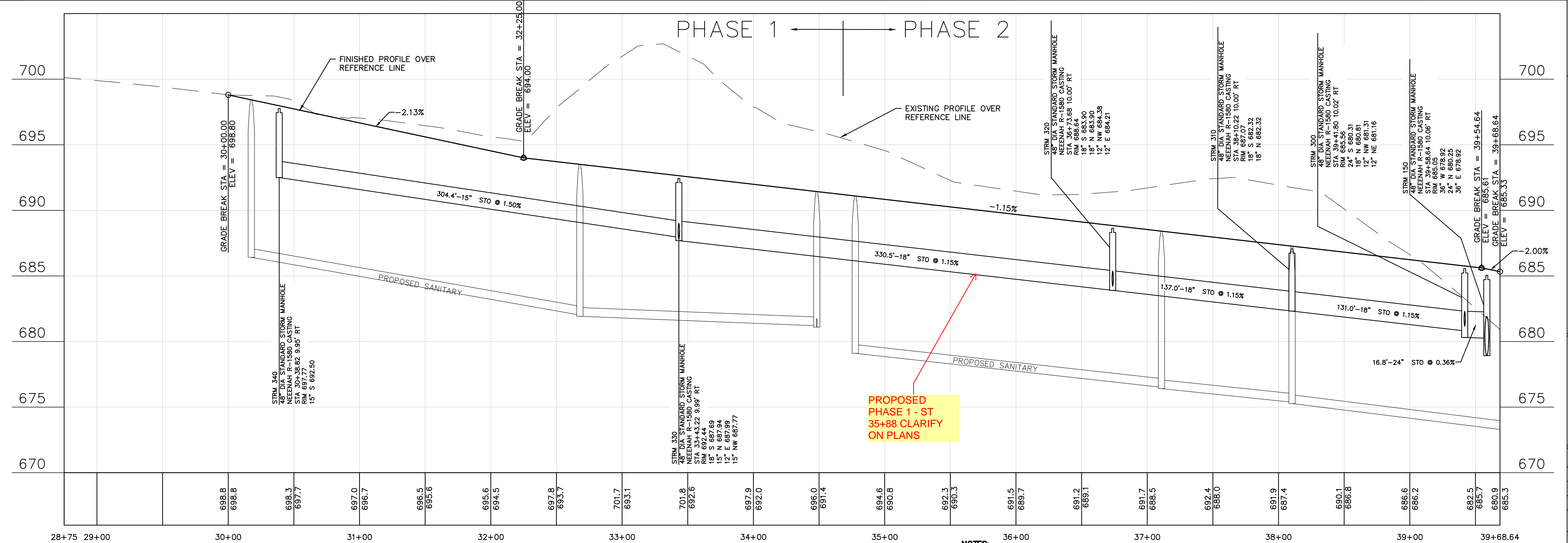
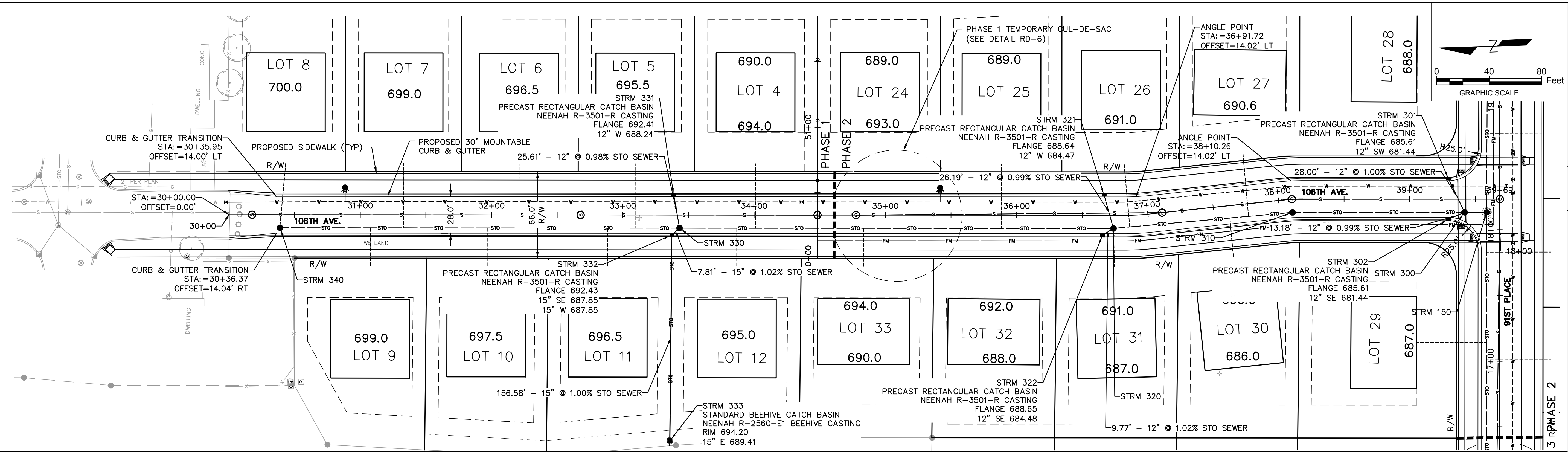
R.A. SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A. SMITH, INC.

|   |  |
|---|--|
| DESCRIPTION   |  |
| DATE  |  |
| <br>CREATIVITY BEYOND ENGINEERING<br>rasmith.com  |  |
| <b>RIVER RUN AT HERITAGE VALLEY</b><br><b>VILLAGE OF PLEASANT PRAIRIE</b><br><b>SANITARY &amp; WATER MAIN</b><br><b>PLAN AND PROFILE</b><br><b>106TH AVENUE</b> |  |
| <b>PRELIMINARY</b><br><b>NOT FOR</b><br><b>CONSTRUCTION</b>   |  |
| © COPYRIGHT 2018  |  |
| R.A. Smith, Inc.  |  |
| DATE: 1/24/18   |  |
| SCALE: 1" = 40'   |  |
| JOB NO. 1160367   |  |
| PROJECT MANAGER:<br>GARY RAASCH, PE   |  |
| DESIGNED BY: MJG  |  |
| CHECKED BY: GER   |  |
| <b>SHEET NUMBER</b><br>17   |  |









|       |       |       |       |       |       |       |       |       |       |       |       |          |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------|
| 28+75 | 29+00 | 30+00 | 31+00 | 32+00 | 33+00 | 34+00 | 35+00 | 36+00 | 37+00 | 38+00 | 39+00 | 39+68.64 |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------|

THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING QUANTITIES AND FOR THE ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

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NOTES:  
1. UNDERDRAINS SHALL BE PROVIDED WITHIN 100' OF ALL LOW POINTS.  
2. CATCH BASINS TO BE 24"x30". SEE PROJECT DETAILS  
3. MATCH EXISTING CURB & GUTTER AT ROADWAY TRANSITIONS WITH 10:1 TAPER.

DESCRIPTION

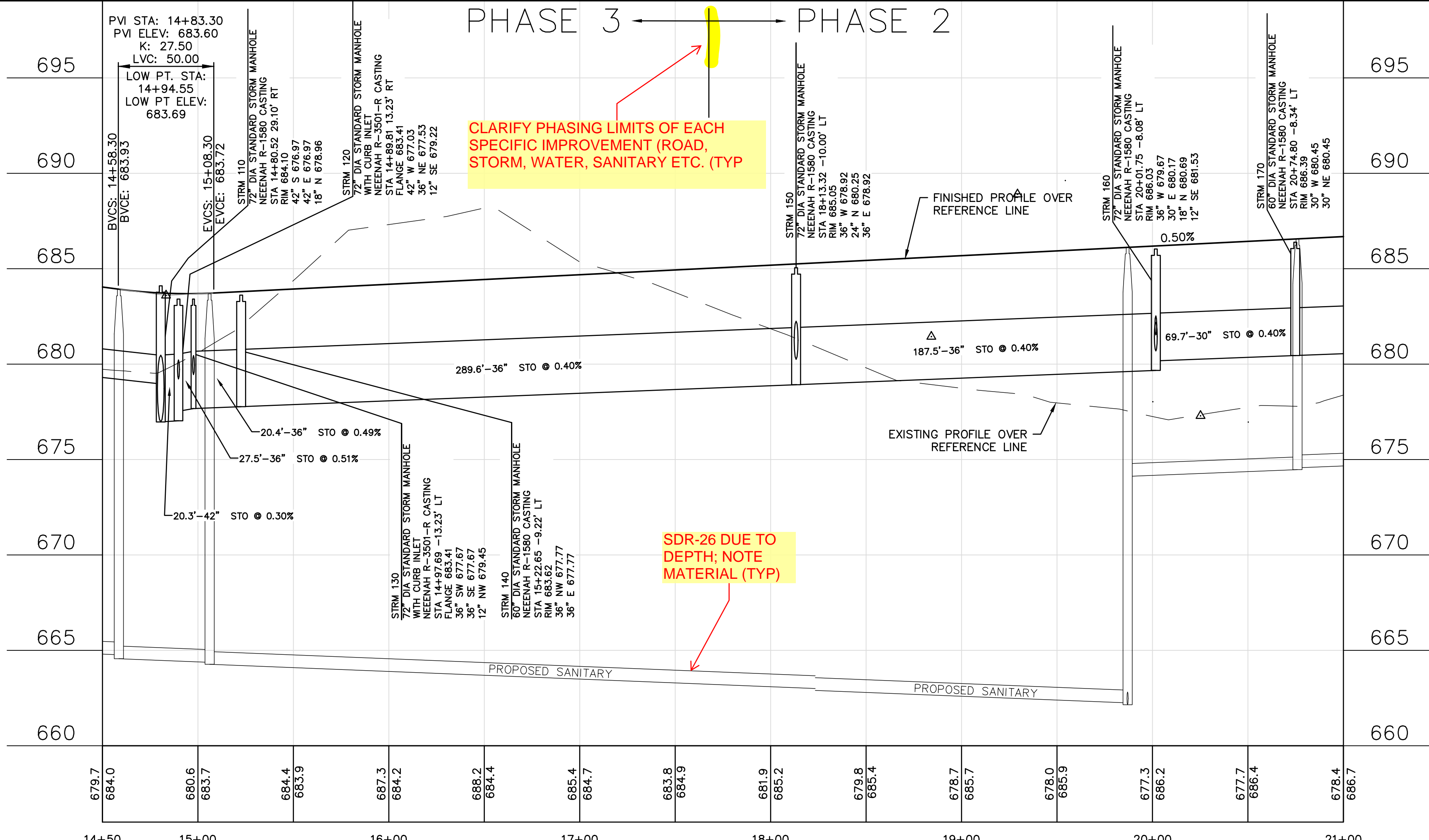
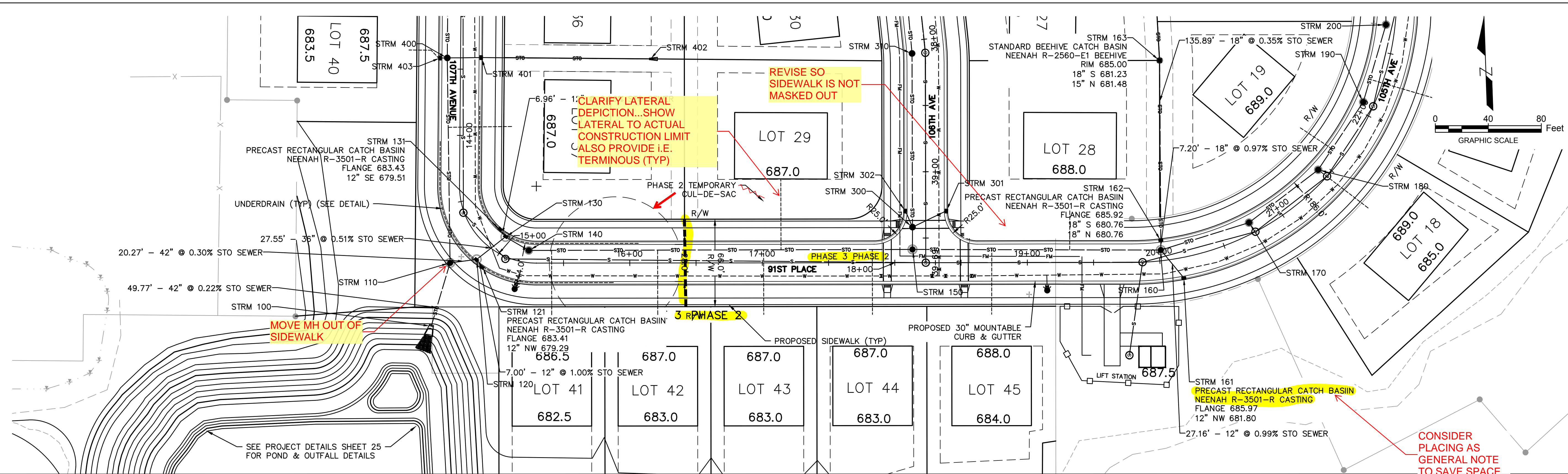
DATE

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CREATIVITY BEYOND ENGINEERING  
rasmith.com

RIVER RUN AT HERITAGE VALLEY  
VILLAGE OF PLEASANT PRAIRIE  
ROADWAY AND STORM SEWER  
PLAN AND PROFILE  
106TH AVENUE

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CONSTRUCTION

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R.A. Smith, Inc.  
DATE: 1/24/18  
SCALE: 1" = 40'  
JOB NO. 1160367  
PROJECT MANAGER:  
GARY RAASCH, PE  
DESIGNED BY: MJG  
CHECKED BY: GER  
SHEET NUMBER  
21



**NOTES:**

- UNDERDRAINS SHALL BE PROVIDED WITHIN 100' OF ALL LOW POINTS.
- CATCH BASINS TO BE 24"x30". SEE PROJECT DETAILS
- MATCH EXISTING CURB & GUTTER AT ROADWAY TRANSITIONS WITH 10:1 TAPER.

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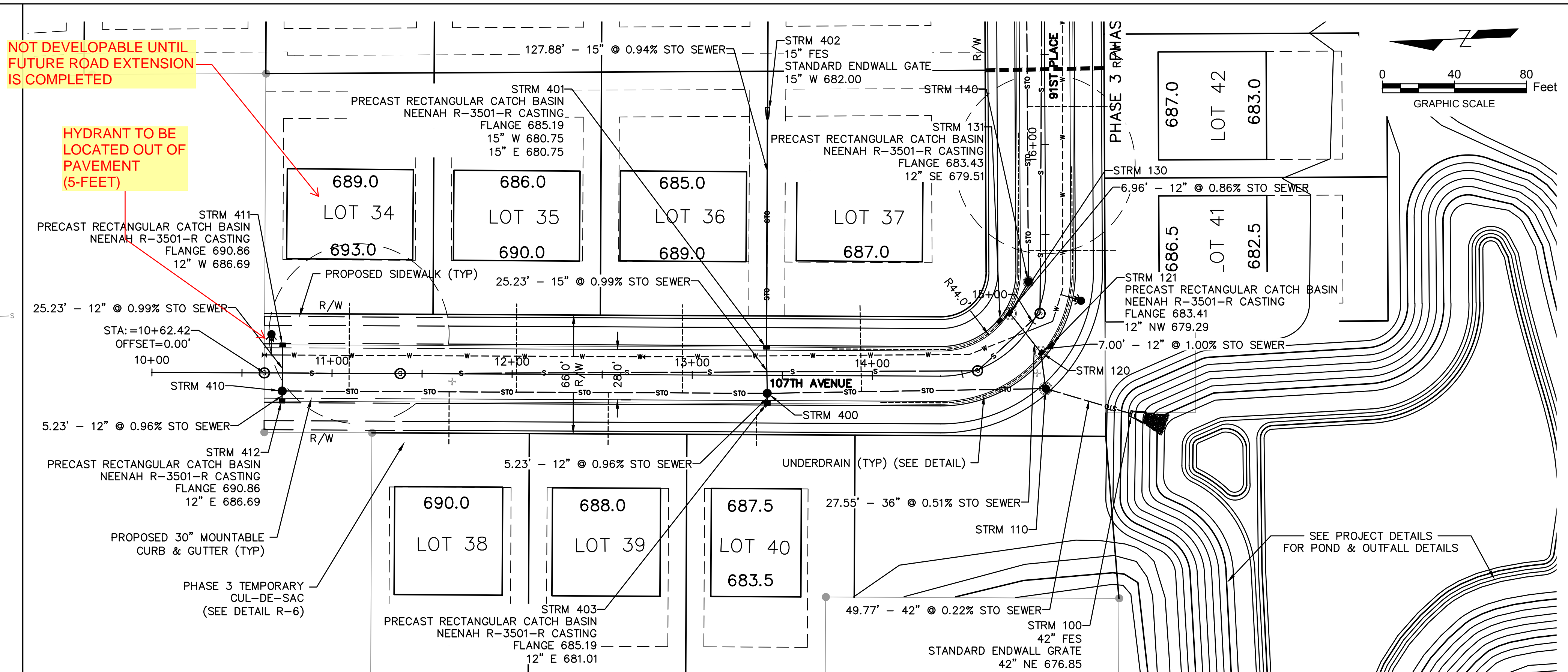
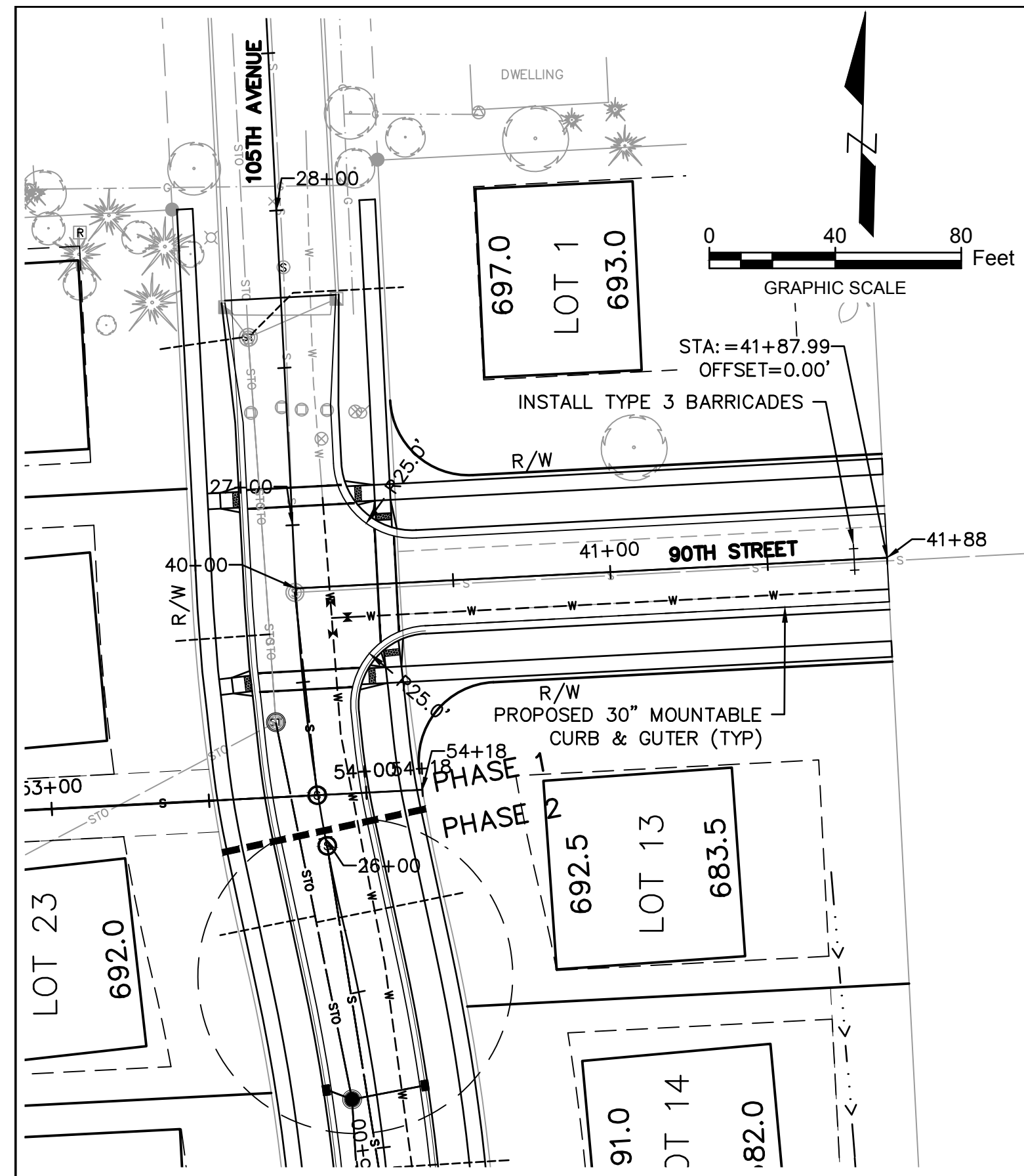
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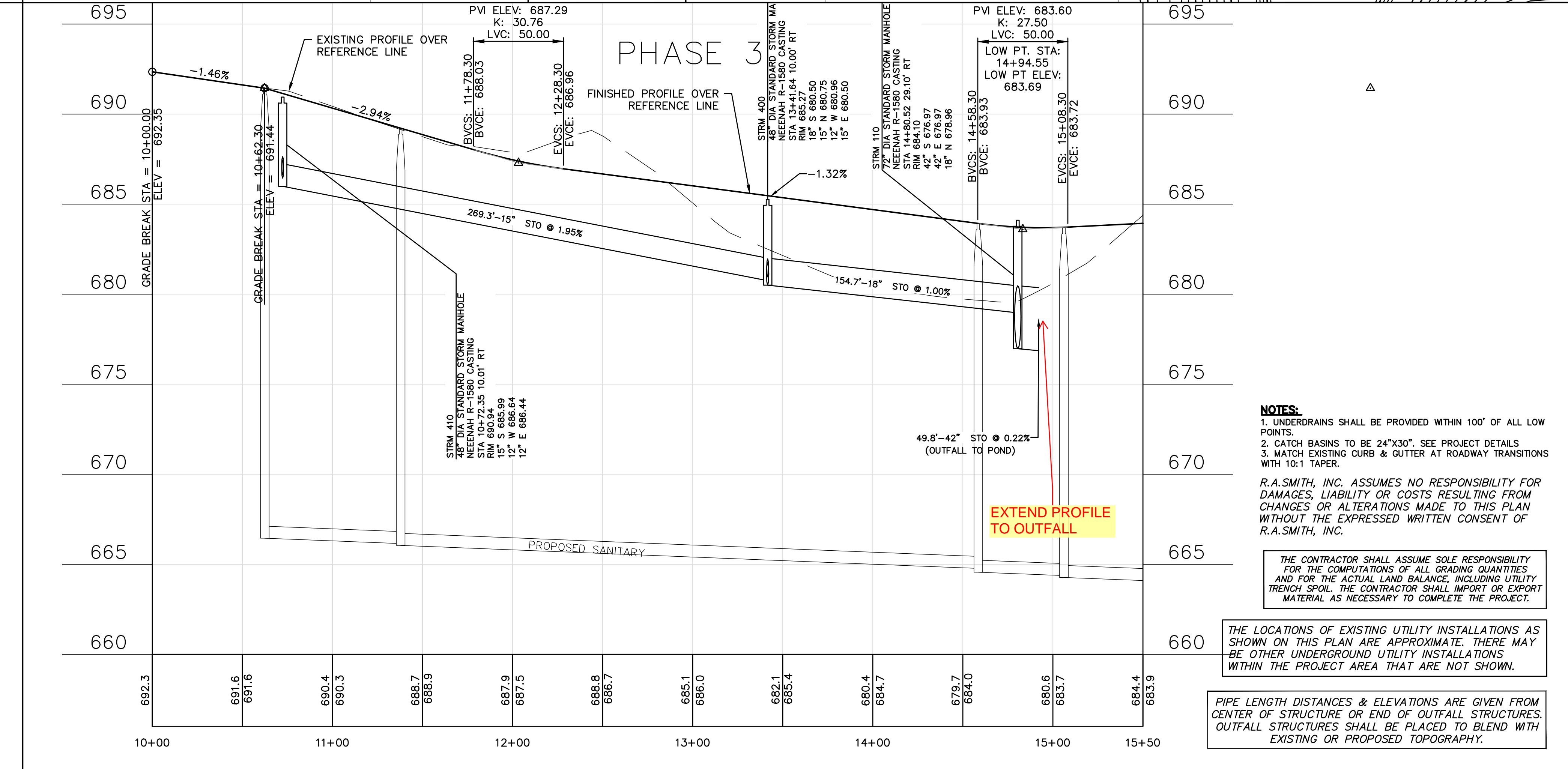
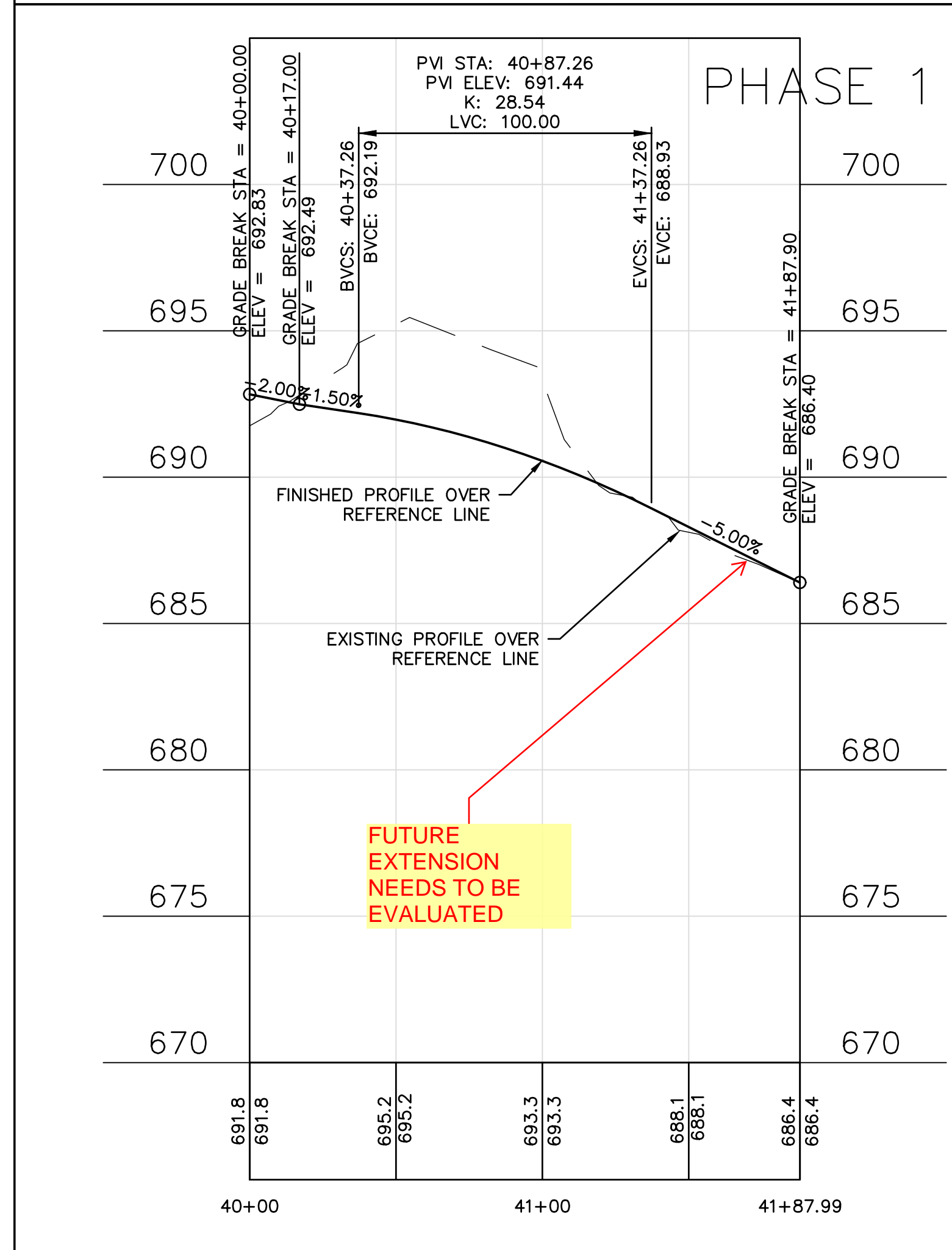
|   |  |
|---|--|
| DESCRIPTION   |  |
| DATE  |  |
| <br>CREATIVITY BEYOND ENGINEERING<br>rasmith.com  |  |
| <b>RIVER RUN AT HERITAGE VALLEY</b><br><b>VILLAGE OF PLEASANT PRAIRIE</b><br><b>ROADWAY AND STORM SEWER</b><br><b>PLAN AND PROFILE</b><br><b>91ST PLACE</b>               |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION  |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: 1" = 40'<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG<br>CHECKED BY: GER |  |
| <b>SHEET NUMBER</b><br>22   |  |





NOT DEVELOPABLE UNTIL FUTURE ROAD EXTENSION IS COMPLETED

HYDRANT TO BE LOCATED OUT OF PAVEMENT (5-FEET)



**NOTES:**

- UNDERDRAINS SHALL BE PROVIDED WITHIN 100' OF ALL LOW POINTS.
- CATCH BASINS TO BE 24"x30". SEE PROJECT DETAILS.
- MATCH EXISTING CURB & GUTTER AT ROADWAY TRANSITIONS WITH 10:1 TAPER.

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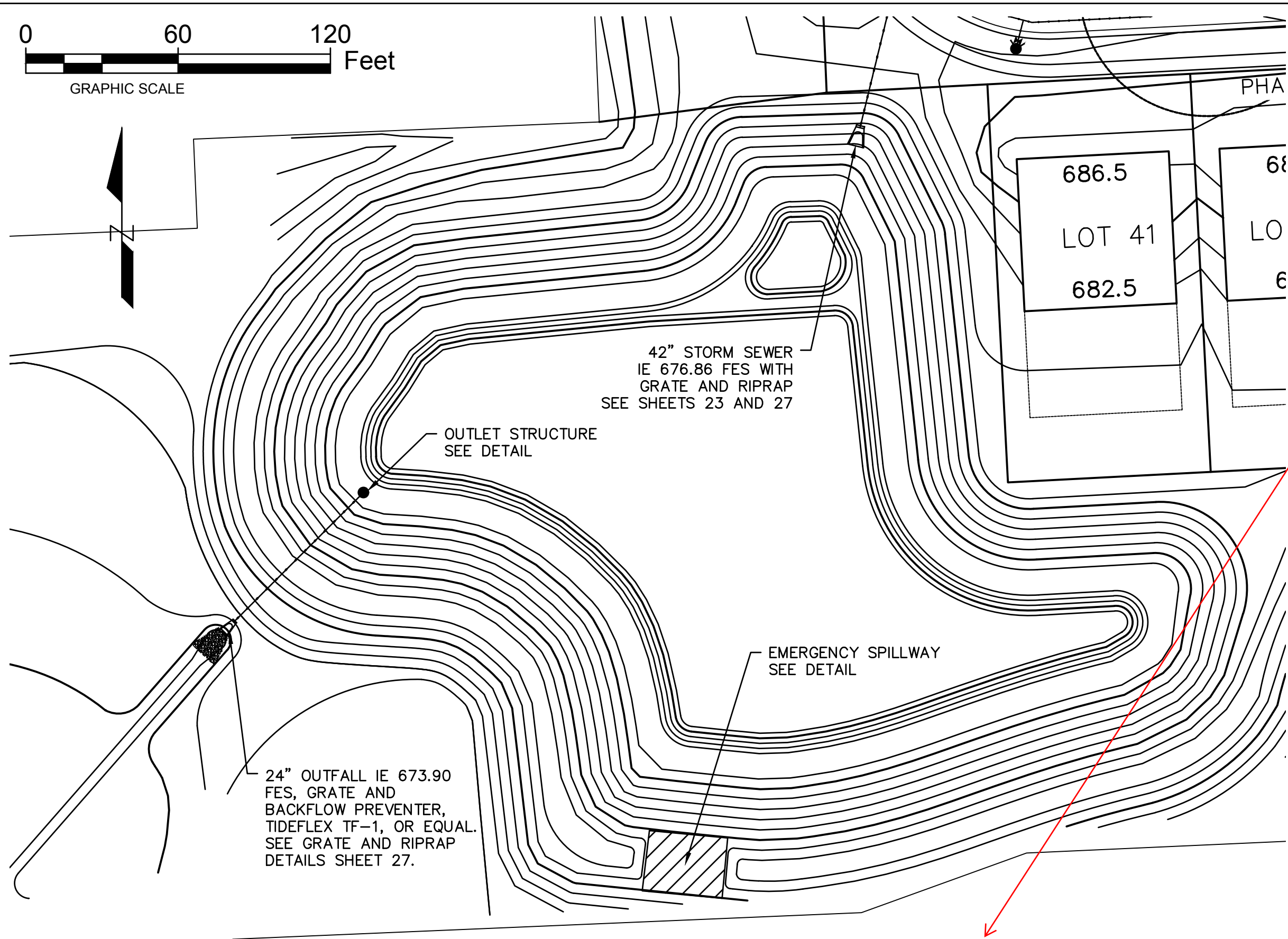
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|  |  |
|--|--|
| DESCRIPTION  |  |
| DATE   |  |
| <br>RIVER RUN AT HERITAGE VALLEY<br>VILLAGE OF PLEASANT PRAIRIE<br>ROADWAY AND STORM SEWER<br>PLAN AND PROFILE<br>90TH PLACE AND 107TH AVENUE  |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION   |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: 1" = 40'<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG<br>CHECKED BY: GER<br><b>SHEET NUMBER</b><br>23 |  |





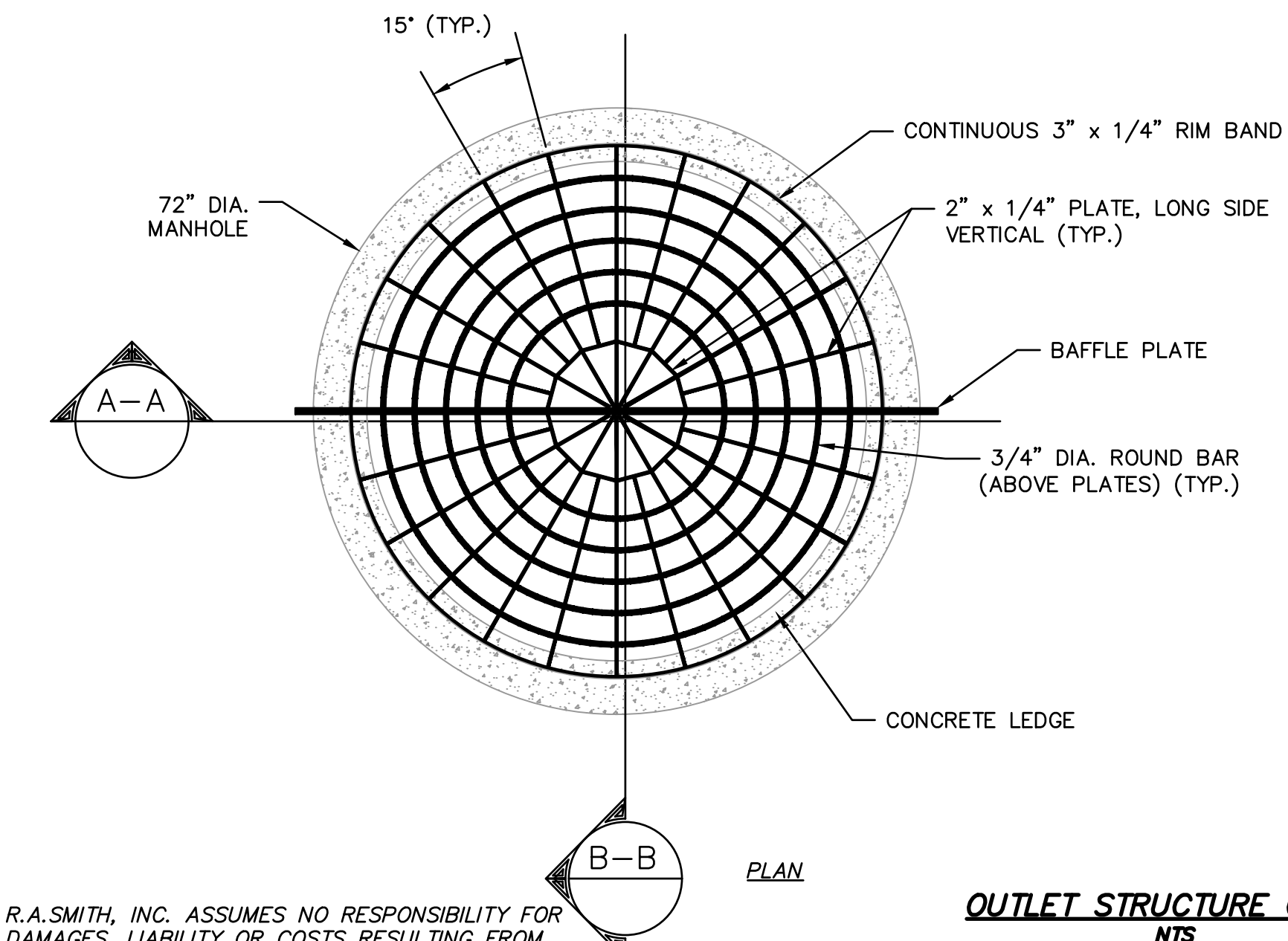
**STORM WATER DETENTION POND**

**DESIGN DATA**

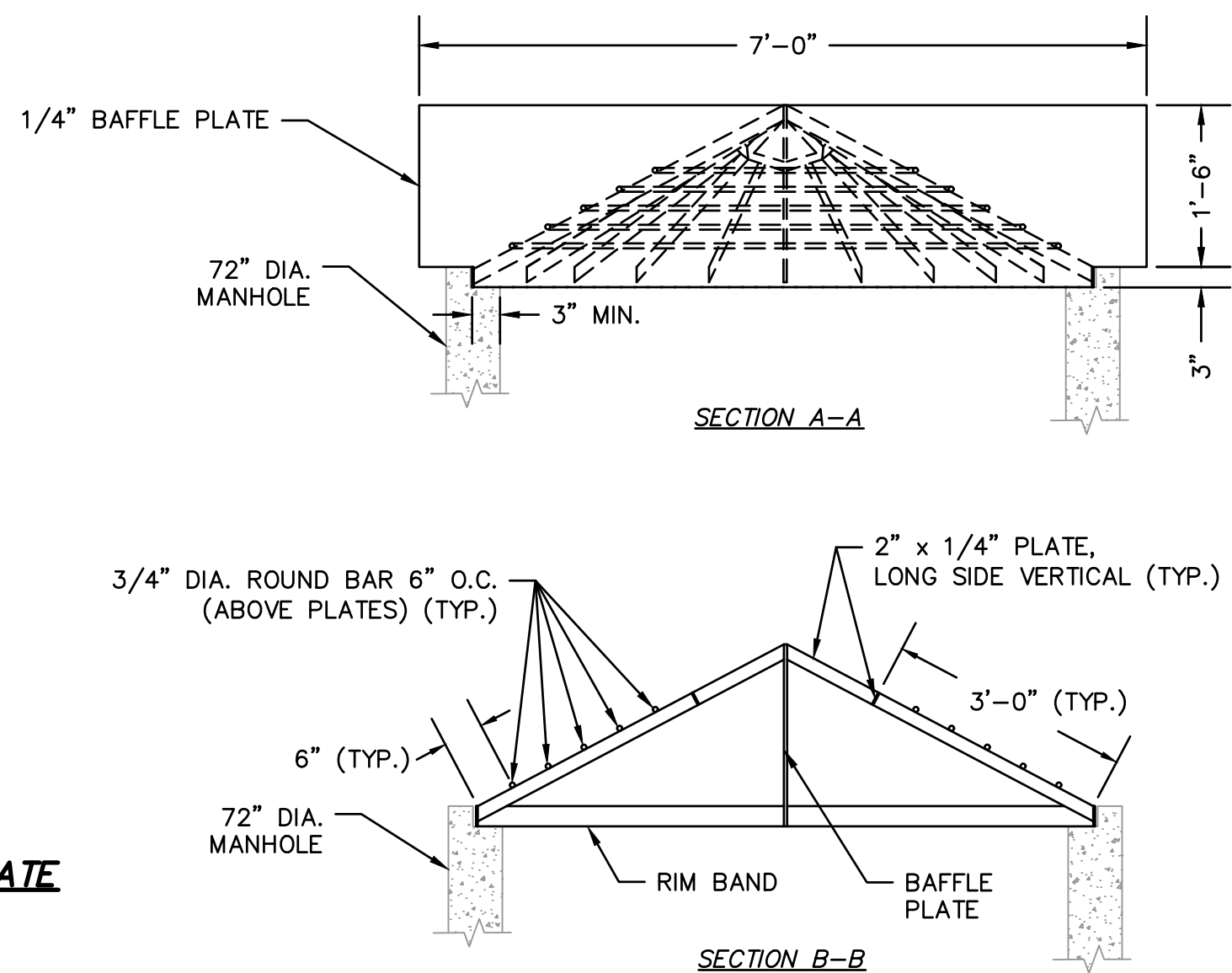
MATERIAL PROPERTIES:  
 CONCRETE MASONRY.....  $f_c = 4,000$  psi  
 STEEL BAR REINFORCEMENT.....  $f_y = 60,000$  psi  
 STRUCTURAL STEEL (ASTM A36).....  $f_y = 36,000$  psi

**NOTES:**

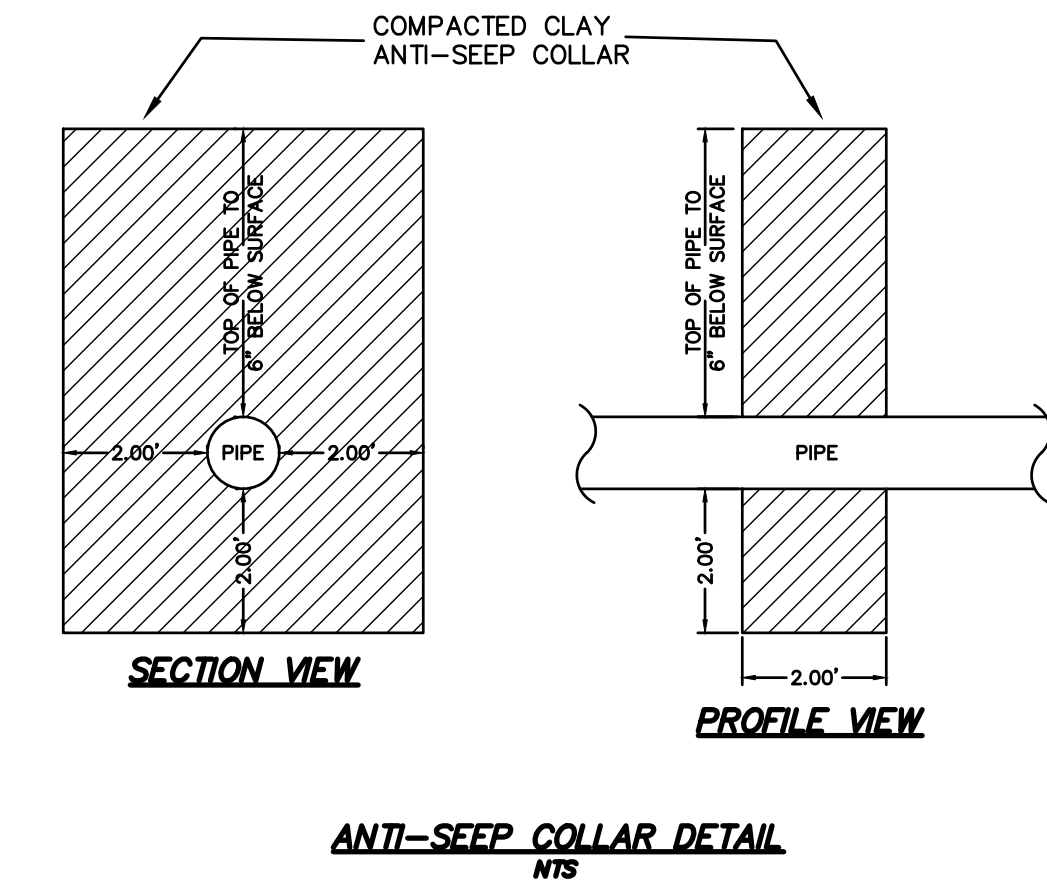
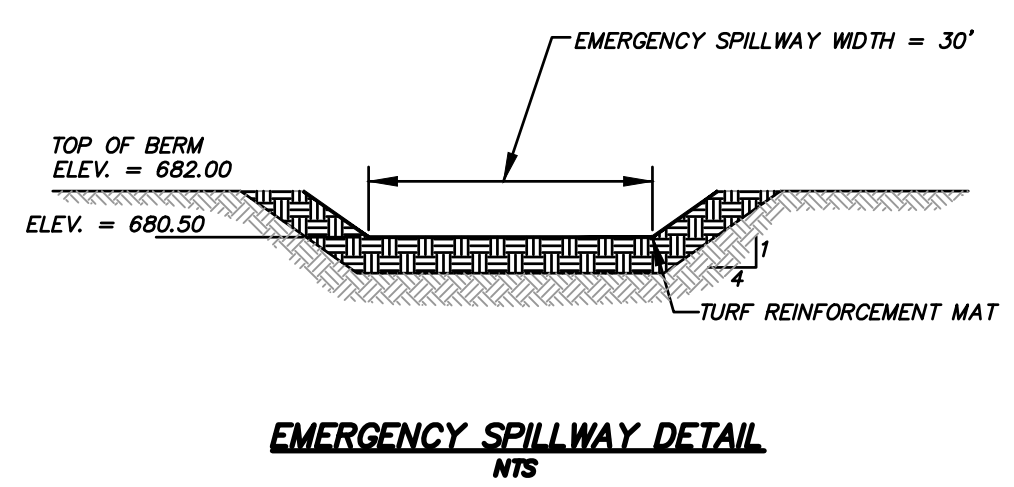
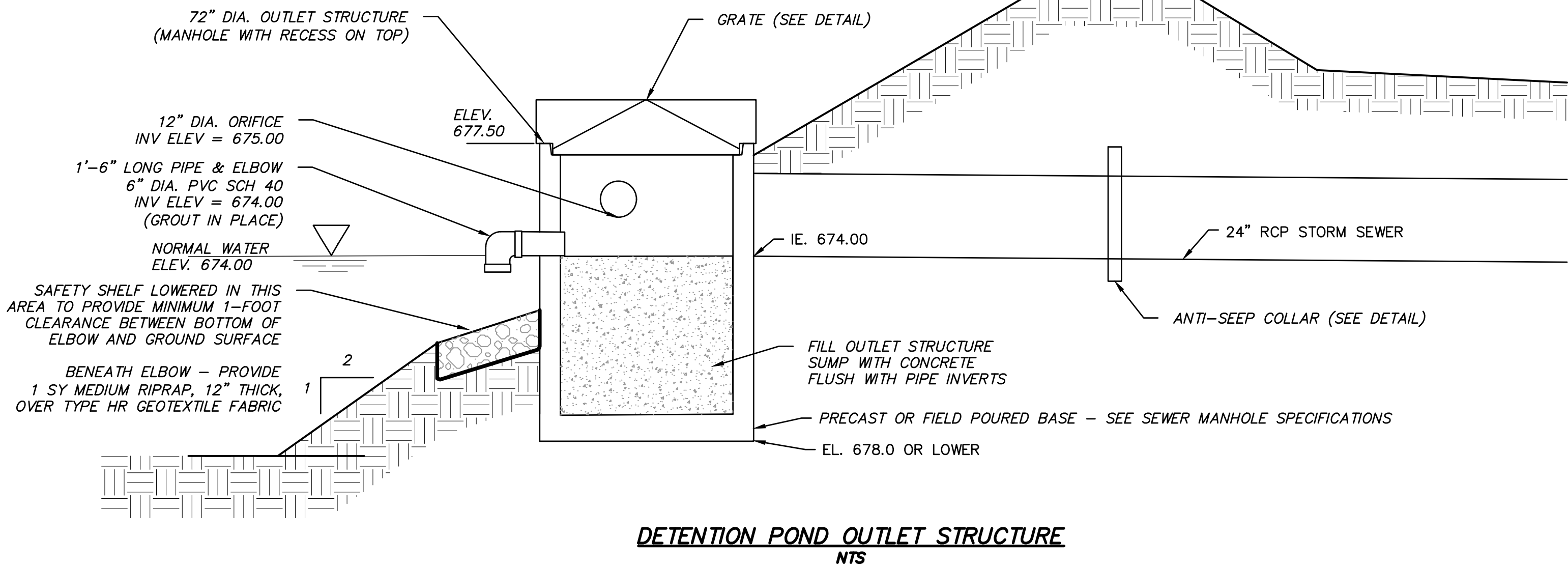
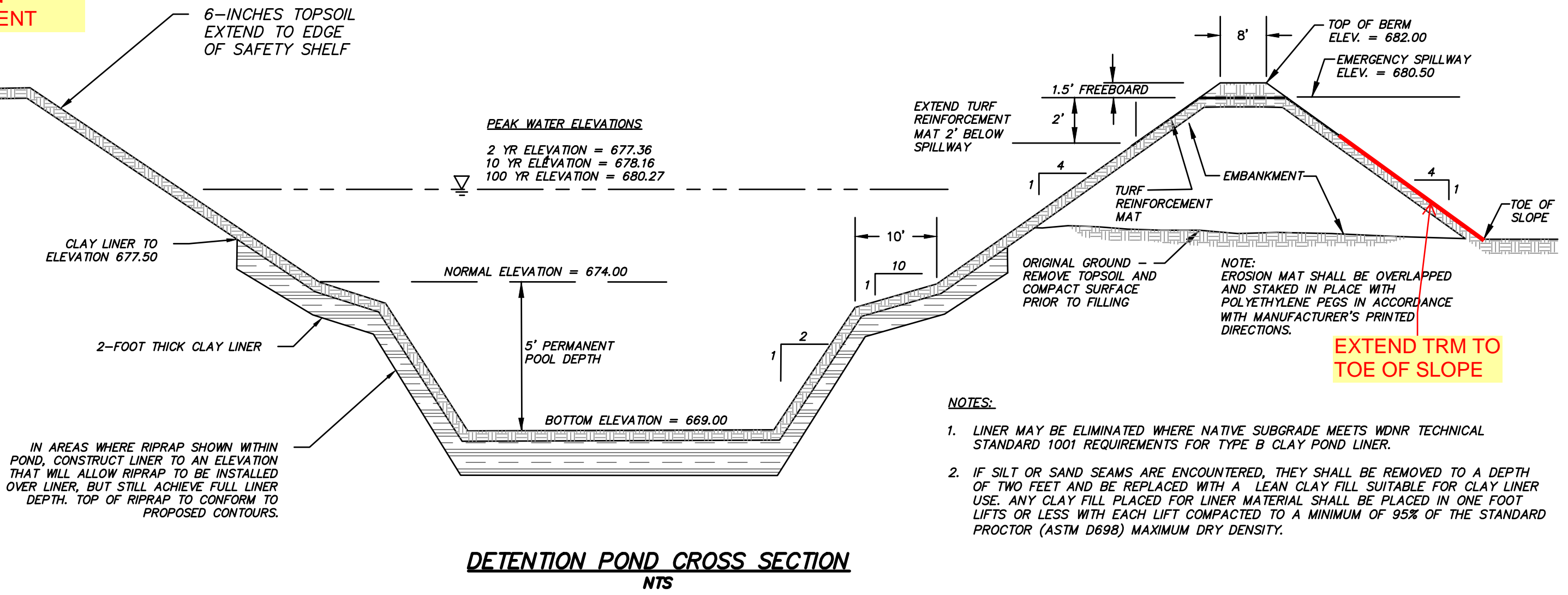
- DRAWINGS SHALL NOT BE SCALED.
- ALL BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.
- ALL STEEL GRATE COMPONENTS SHALL BE WELDED TOGETHER. WELDS SHALL CONFORM TO AWS STANDARDS.
- GRATE SHALL BEAR FLUSH ON CONCRETE AT RIM.
- PROVIDE SADDLE CLIP CLAMP CONNECTIONS BETWEEN STEEL GRATE AND SUPPORTING CONCRETE. GRATE SHALL BE REMOVABLE.
- STEEL GRATE SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION IN CONFORMANCE WITH ASTM A123.
- PRECAST MANHOLE SHALL PROVIDE 3" MIN. BEARING LEDGE AROUND ENTIRE GRATE CIRCUMFERENCE.
- PREPARE AND SUBMIT STEEL GRATE AND PRECAST MANHOLE SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION.



**OUTLET STRUCTURE GRATE**  
NTS

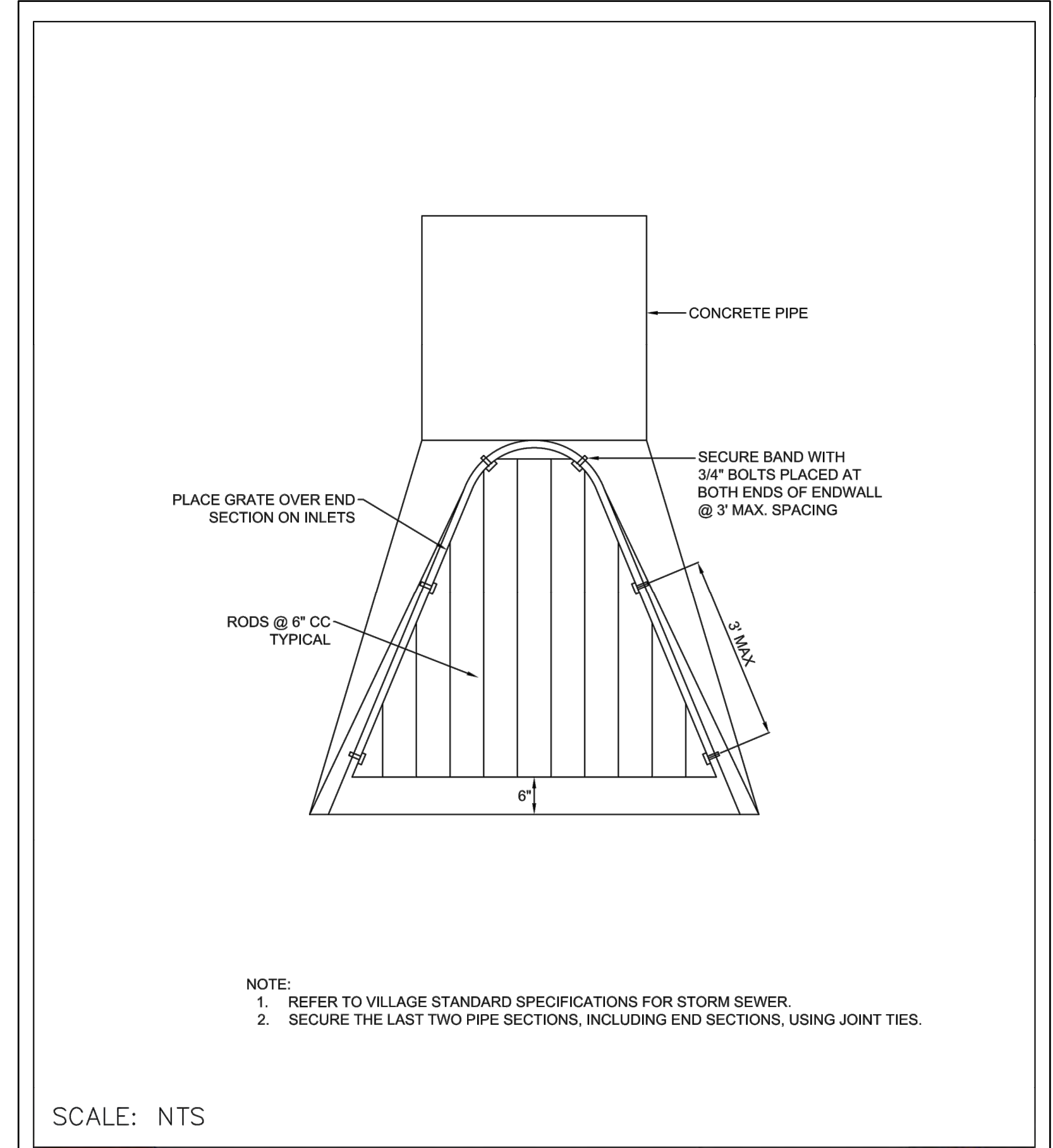


NOTE POND AERATOR / FOUNTAIN REQUIREMENT



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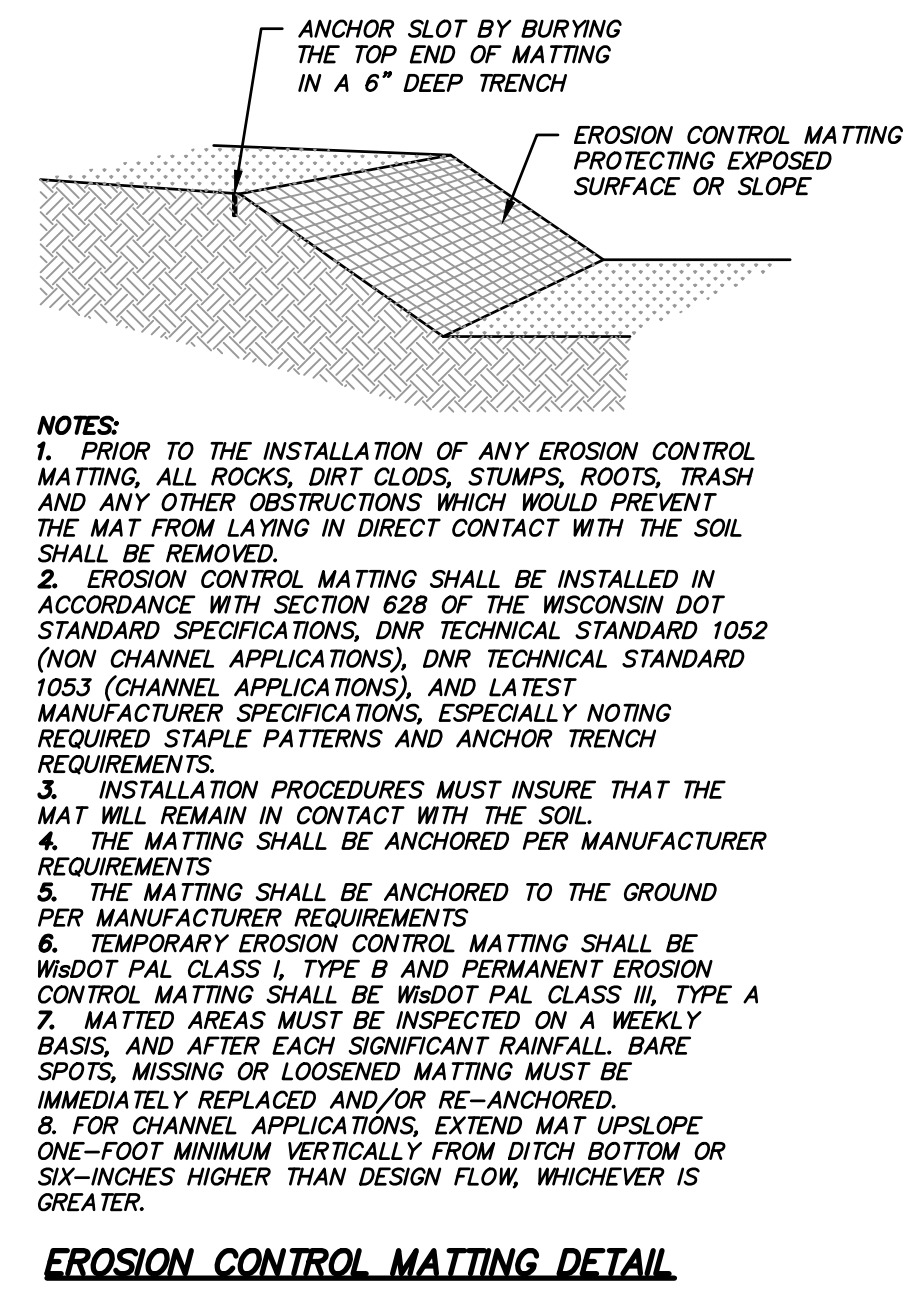
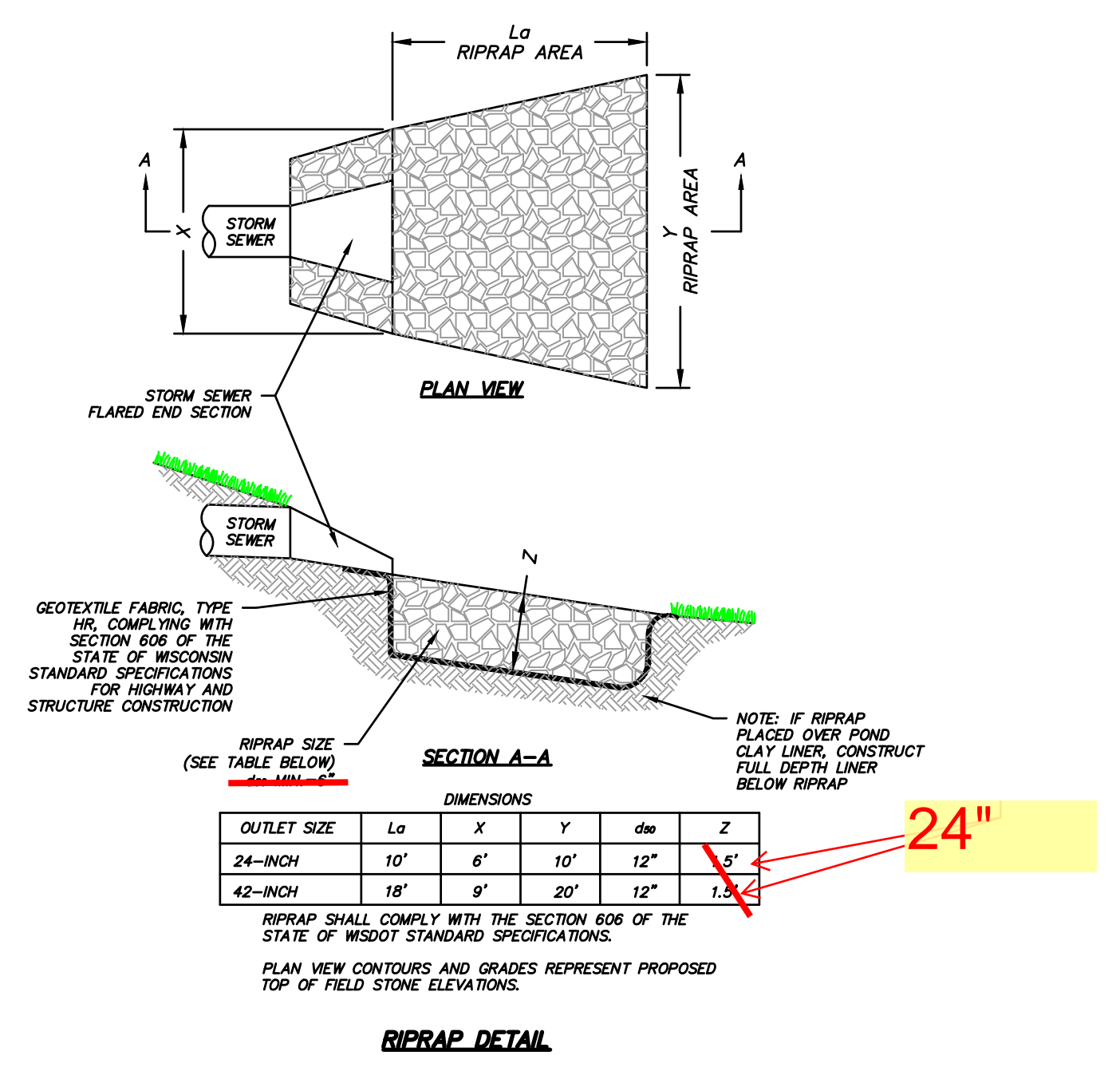
|  |  |
|--|--|
| DESCRIPTION  |  |
| DATE   |  |
| <br>RIVER RUN AT HERITAGE VALLEY<br>VILLAGE OF PLEASANT PRAIRIE<br>PROJECT DETAILS<br>POND DETAIL  |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION   |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: NTS<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG<br>CHECKED BY: ----<br><b>SHEET NUMBER</b><br>25 |  |



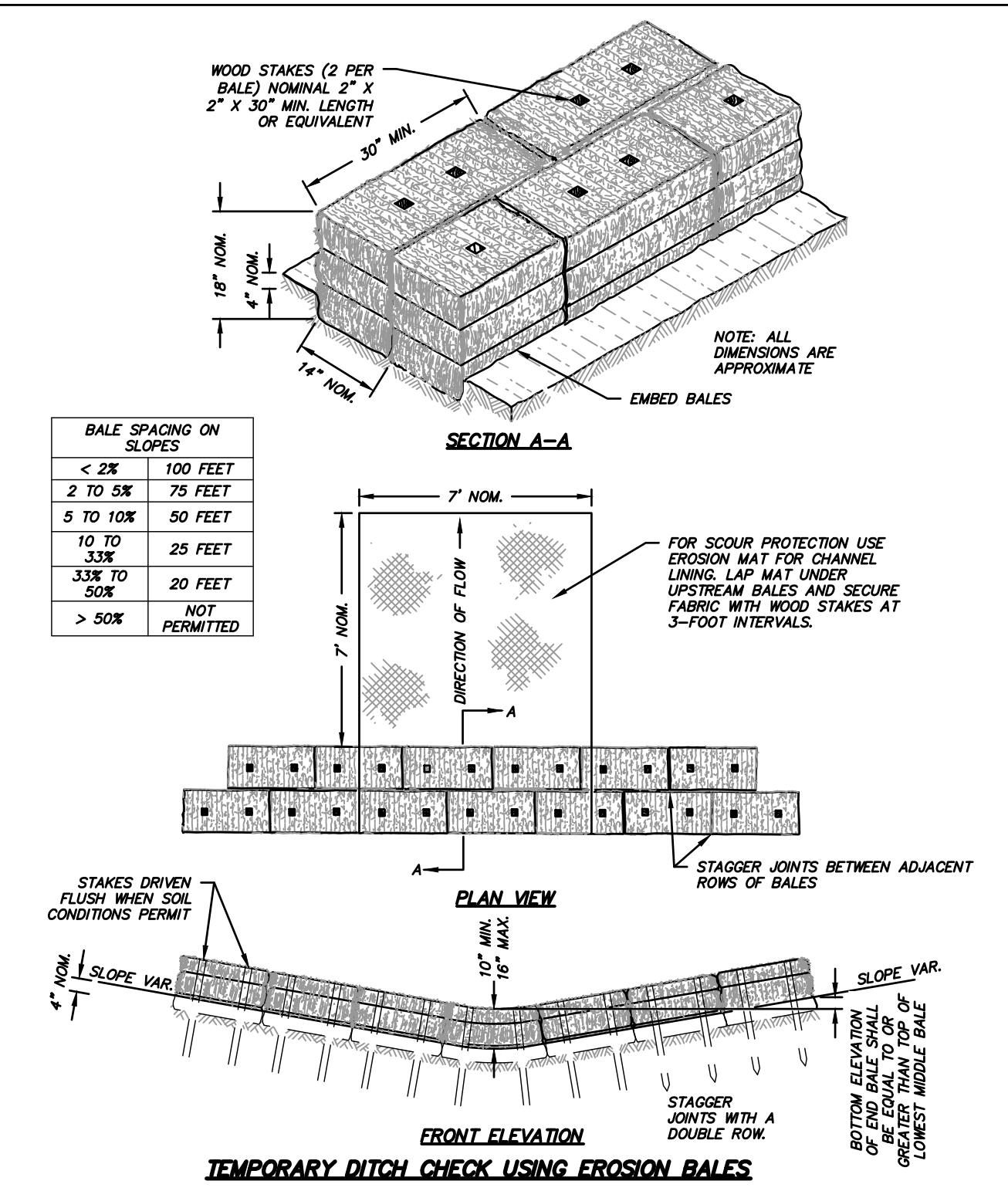
- NOTE:
- REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.
  - SECURE THE LAST TWO PIPE SECTIONS, INCLUDING END SECTIONS, USING JOINT TIES.

SCALE: NTS

|  |                                       |                           |  |
|--|---------------------------------------|---------------------------|--|
|  | <b>STANDARD ENDWALL GRATE</b>         | DETAIL: STM - 5           |  |
|  | CREATED: 11-01-13<br>REVISED: 12-2-15 | APPROVED BY: MATT FINEOUR |  |

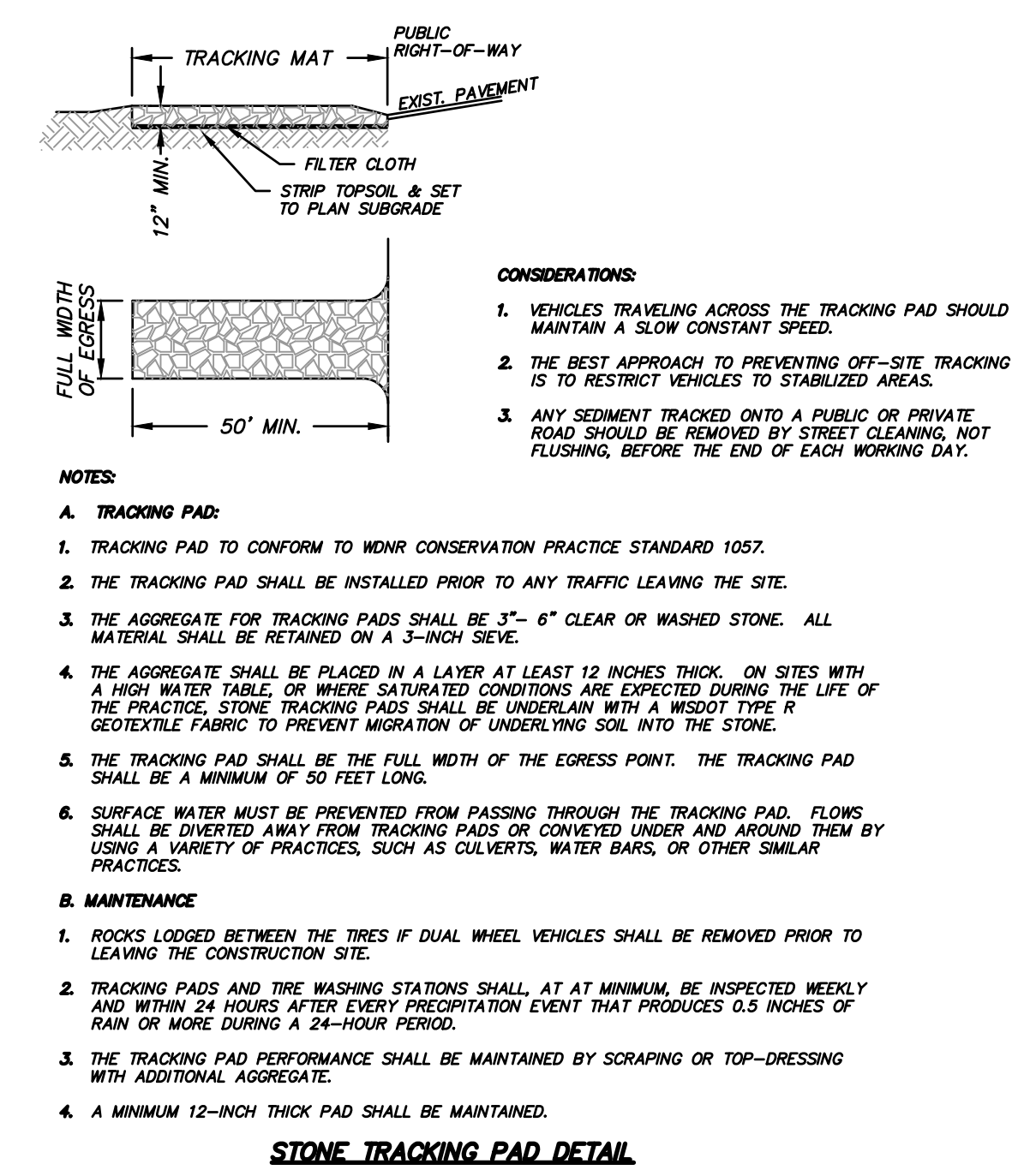


- NOTES:
- PRIOR TO THE INSTALLATION OF ANY EROSION CONTROL MATTING, ALL ROCKS, DIRT CLOUDS, STUMPS, ROOTS, TRASH AND ANY OTHER OBSTRUCTIONS WHICH WOULD PREVENT THE MAT FROM LAYING IN DIRECT CONTACT WITH THE SOIL SHALL BE REMOVED.
  - EROSION CONTROL MATTING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 628 OF THE WISCONSIN DOT STANDARD SPECIFICATIONS, DNR TECHNICAL STANDARD 1052 (NON CHANNEL APPLICATIONS), DNR TECHNICAL STANDARD 1053 (CHANNEL APPLICATIONS), AND LATEST MANUFACTURER SPECIFICATIONS, ESPECIALLY NOTING REQUIRED STAPLE PATTERNS AND ANCHOR TRENCH REQUIREMENTS.
  - INSTALLATION PROCEDURES MUST INSURE THAT THE MAT WILL REMAIN IN CONTACT WITH THE SOIL.
  - THE MATTING SHALL BE ANCHORED PER MANUFACTURER REQUIREMENTS.
  - THE MATTING SHALL BE ANCHORED TO THE GROUND PER MANUFACTURER REQUIREMENTS.
  - TEMPORARY EROSION CONTROL MATTING SHALL BE WISDOT PAL CLASS I, TYPE B AND PERMANENT EROSION CONTROL MATTING SHALL BE WISDOT PAL CLASS III, TYPE A.
  - MATTED AREAS MUST BE INSPECTED ON A WEEKLY BASIS, AND AFTER EACH SIGNIFICANT RAINFALL. BARE SPOTS, MISSING OR LOOSENED MATTING MUST BE IMMEDIATELY REPLACED AND/OR RE-ANCHORED.
  - FOR CHANNEL APPLICATIONS, EXTEND MAT UP/SLOPE ONE-FOOT MINIMUM VERTICALLY FROM DITCH BOTTOM OR SIX-INCHES HIGHER THAN DESIGN FLOW, WHICHEVER IS GREATER.



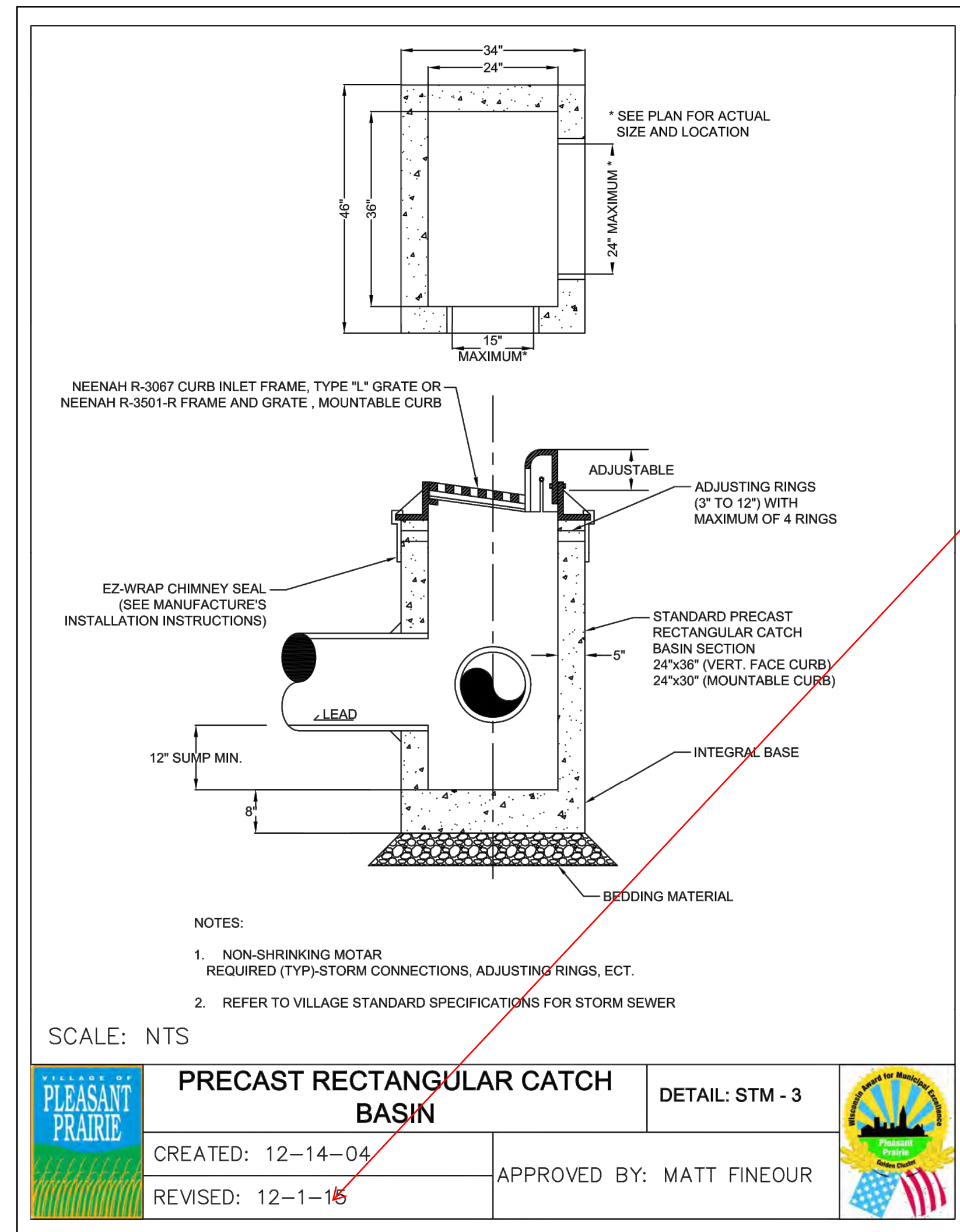
| BALE SPACING ON SLOPES | 100 FEET      |
|------------------------|---------------|
| < 2%                   | 100 FEET      |
| 2 TO 5%                | 75 FEET       |
| 5 TO 10%               | 50 FEET       |
| 10 TO 33%              | 25 FEET       |
| 33% TO 50%             | 20 FEET       |
| > 50%                  | NOT PERMITTED |

- NOTES:
- DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION AND MNR TECHNICAL STANDARD 1062.
  - TEMPORARY DITCH CHECKS OF A SINGLE ROW OF EROSION BALES ARE NOT PERMITTED.
  - SEDIMENT BALE BARRIERS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
  - DAMAGED OR DECOMPOSED SEDIMENT BALE BARRIERS, AND UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF THE SEDIMENT BALE BARRIERS SHALL BE REPAIRED.
  - SEDIMENT SHALL BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH ONE-HALF THE HEIGHT OF THE SEDIMENT BALE BARRIER.
  - SEDIMENT BALE BARRIERS AND ANCHORING DEVICES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN THEY HAVE SERVED THEIR USEFULNESS, BUT NOT BEFORE THE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
  - ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SEDIMENT BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEED.
  - EFFECTIVENESS OF BALES IS LESS THAN 3 MONTHS.

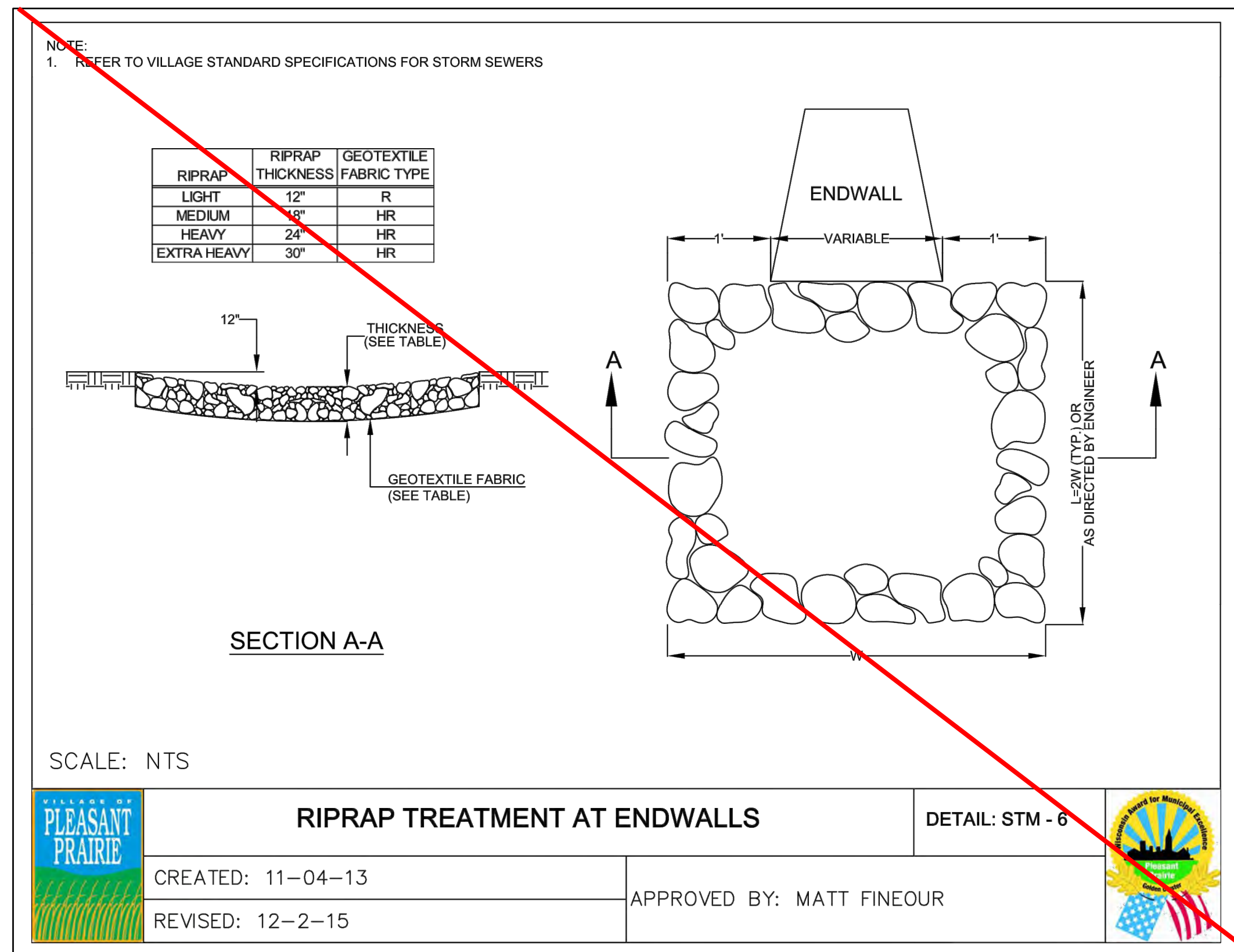
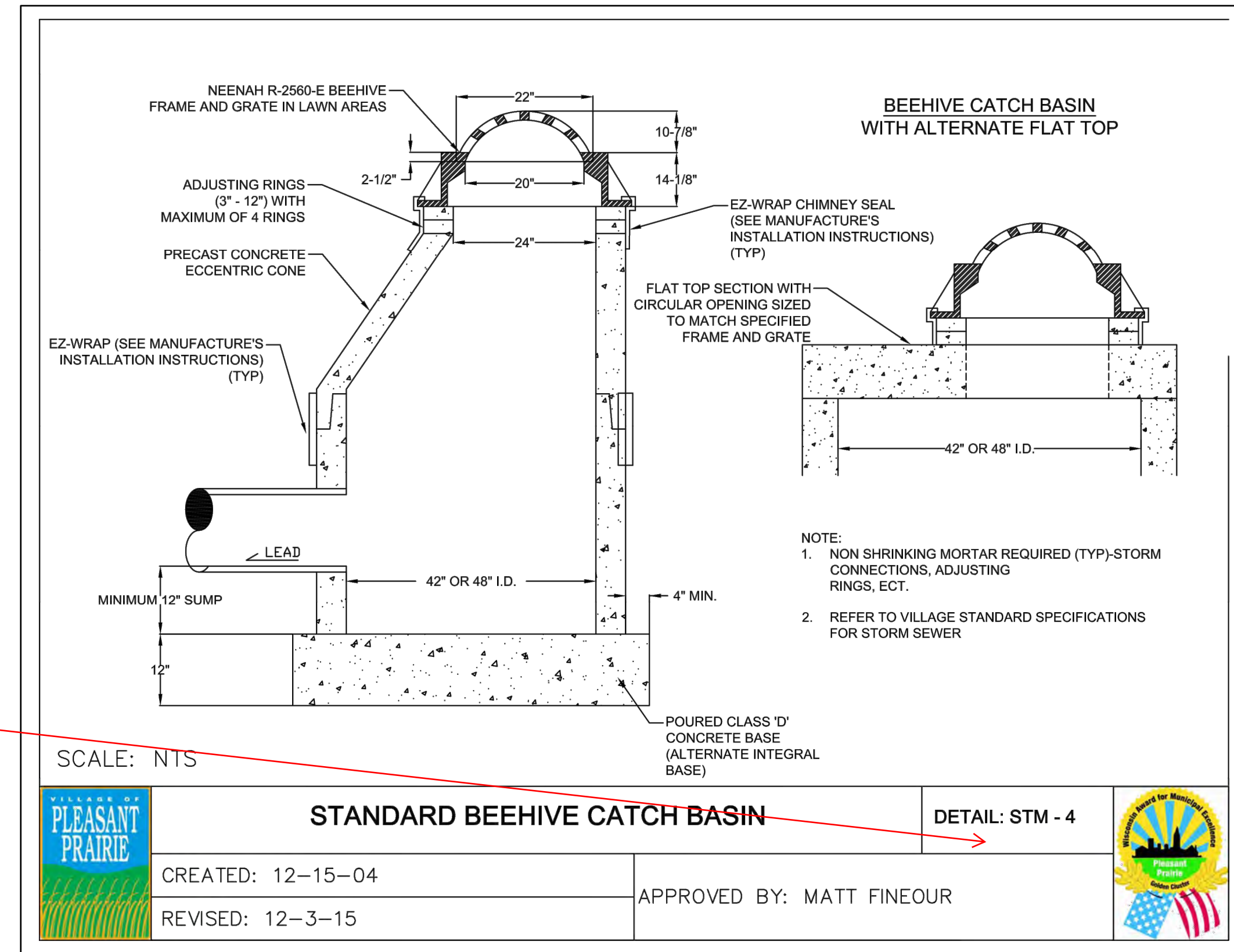


- NOTES:
- TRACKING PAD:**
    - TRACKING PAD TO CONFORM TO WDMR CONSERVATION PRACTICE STANDARD 1057.
    - THE TRACKING PAD SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.
    - THE AGGREGATE FOR TRACKING PADS SHALL BE 3"-6" CLEAR OR WASHED STONE. ALL MATERIAL SHALL BE RETAINED ON A 3-INCH SIEVE.
    - THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. ON SITES WITH A HIGH WATER TABLE OR WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PRACTICE, STONE TRACKING PADS SHALL BE UNDERLAIN WITH A WISDOT TYPE R GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOIL INTO THE STONE.
    - THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE A MINIMUM OF 50 FEET LONG.
    - SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY FROM TRACKING PADS OR CONVEYED UNDER AND AROUND THEM BY USING A VARIETY OF PRACTICES, SUCH AS CULVERTS, WATER BARS, AND OTHER SIMILAR PRACTICES.
  - MAINTENANCE:**
    - ROCKS LODGED BETWEEN THE TIRES IF DUAL WHEEL VEHICLES SHALL BE REMOVED PRIOR TO LEAVING THE CONSTRUCTION SITE.
    - TRACKING PADS AND TIRE WASHING STATIONS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
    - THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.
    - A MINIMUM 12-INCH THICK PAD SHALL BE MAINTAINED.

|  |  |
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| DESCRIPTION  |  |
| DATE   |  |
| <br>CREATIVITY BEYOND ENGINEERING<br>rasSmith.com                              |  |
| RIVER RUN AT HERITAGE VALLEY<br>VILLAGE OF PLEASANT PRAIRIE<br>PROJECT DETAILS |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION   |  |
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| DATE: 1/24/18  |  |
| SCALE: NTS   |  |
| JOB NO. 1160367  |  |
| PROJECT MANAGER:<br>GARY RAASCH, PE  |  |
| DESIGNED BY: MJG   |  |
| CHECKED BY: ----   |  |
| SHEET NUMBER   |  |
| 27   |  |



REPLACE WITH CURRENT DRAWINGS, ATTACHED



| DESCRIPTION |  |
|-------------|--|
| DATE        |  |

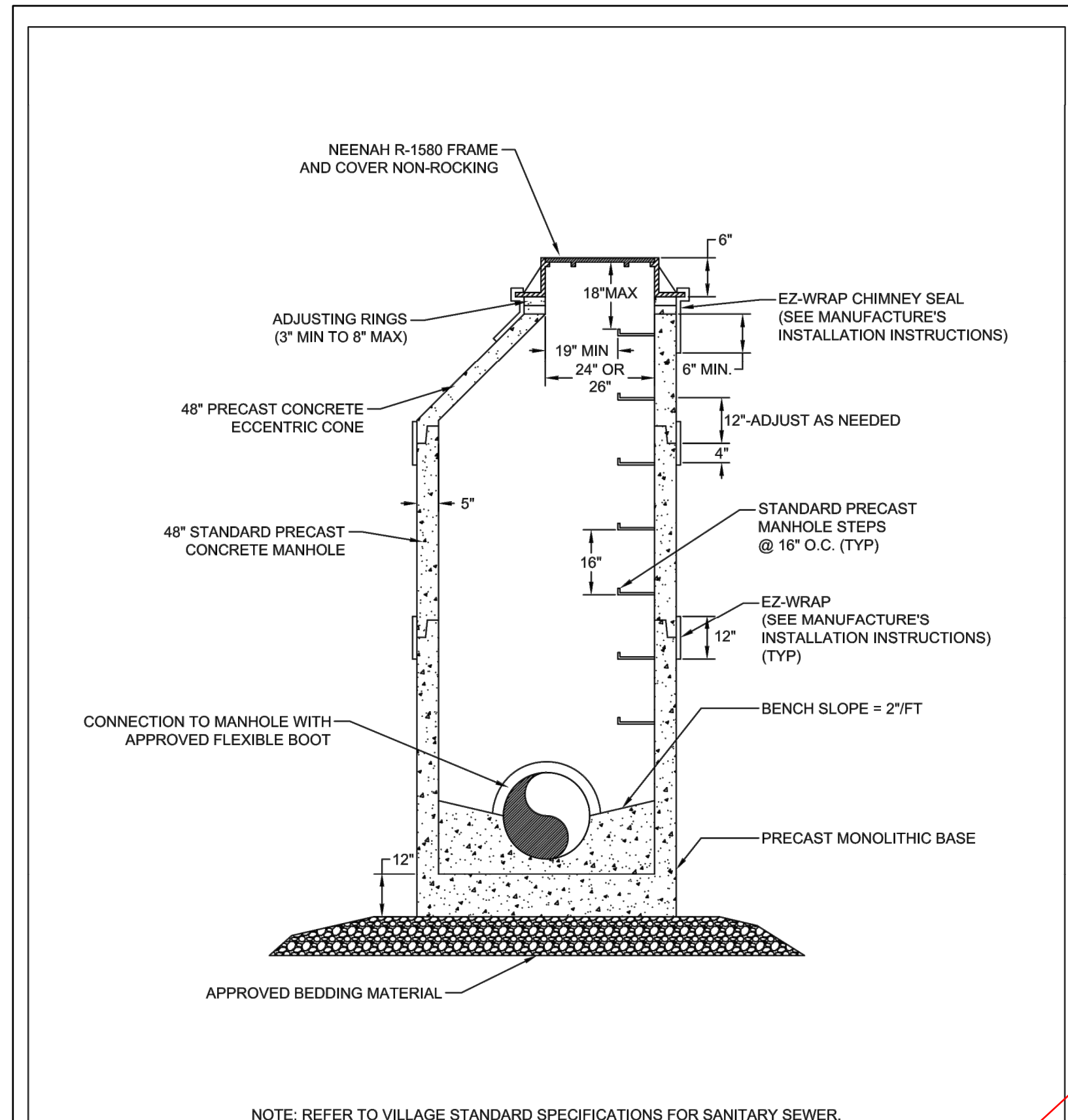
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CREATIVITY BEYOND ENGINEERING  
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RIVER RUN AT HERITAGE VALLEY  
VILLAGE OF PLEASANT PRAIRIE  
PROJECT DETAILS

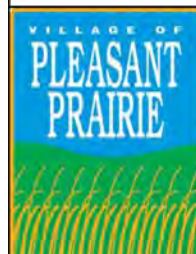

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CONSTRUCTION

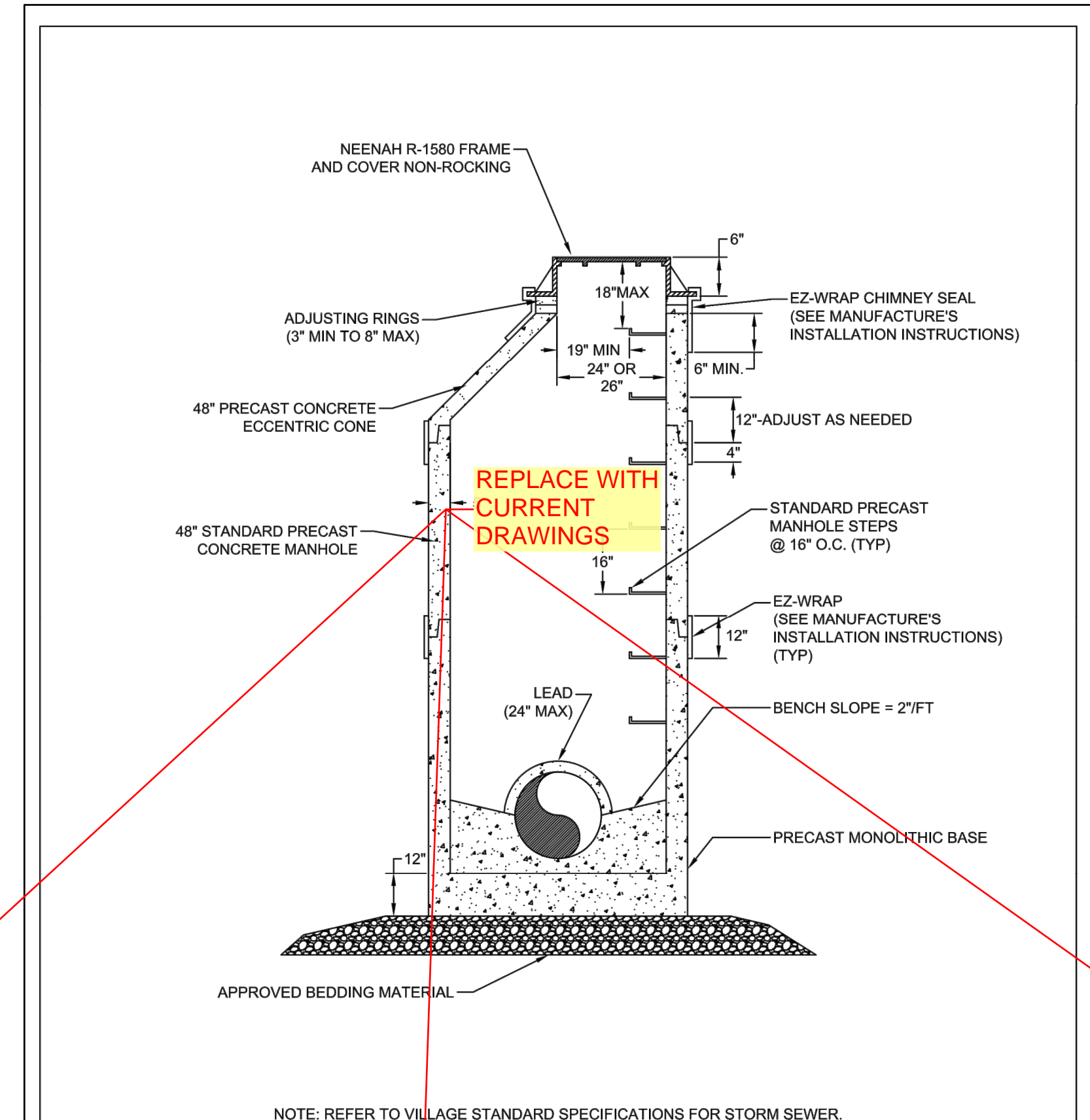
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DATE: 1/24/18  
SCALE: NTS  
JOB NO. 1160367  
PROJECT MANAGER:  
GARY RAASCH, PE  
DESIGNED BY: MJG  
CHECKED BY: ----

SHEET NUMBER  
28





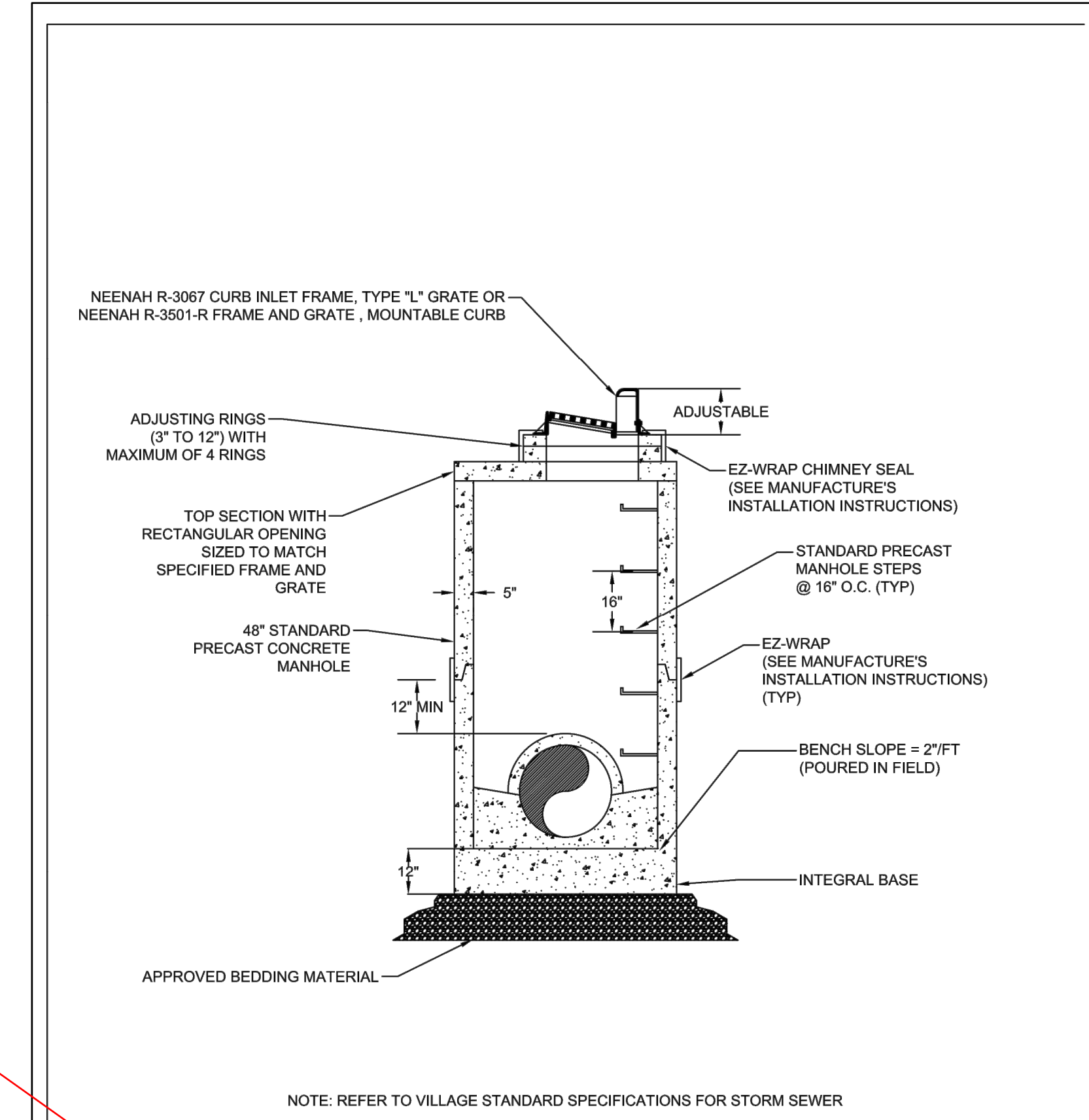
SCALE: NTS

|   |                                  |                 |   |
|---|----------------------------------|-----------------|---|
|  | <b>STANDARD SANITARY MANHOLE</b> | DETAIL: SAN - 1 |  |
| CREATED: 11-21-12   | APPROVED BY: MATT FINEOUR        |                 |   |
| REVISED: 11-10-15   |                                  |                 |   |





SCALE: NTS

|   |                               |                 |   |
|---|-------------------------------|-----------------|---|
|  | <b>STANDARD STORM MANHOLE</b> | DETAIL: STM - 1 |  |
| CREATED: 11-21-12   | APPROVED BY: MATT FINEOUR     |                 |   |
| REVISED: 12-1-15  |                               |                 |   |



SCALE: NTS

|   |   |                 |   |
|---|---|-----------------|---|
|  | <b>STANDARD STORM MANHOLE WITH CURB INLET</b> | DETAIL: STM - 2 |  |
| CREATED: 9-23-04  | APPROVED BY: MATT FINEOUR                     |                 |   |
| REVISED: 12-1-15  |   |                 |   |

| DESCRIPTION |
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|             |
| DATE        |
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rasmith.com

RIVER RUN AT HERITAGE VALLEY  
VILLAGE OF PLEASANT PRAIRIE  
PROJECT DETAILS

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CONSTRUCTION

|                                      |
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| DATE: 1/24/18                        |
| SCALE: NTS                           |
| JOB NO. 1160367                      |
| PROJECT MANAGER:<br>GARY RAASCH, PE  |
| DESIGNED BY: MJG                     |
| CHECKED BY: ----                     |
| <b>SHEET NUMBER</b>                  |
| 29                                   |









**LEGEND**  
(PROPOSED FEATURES)

|  |  |
|--|--|
|  | TREE REMOVAL   |
|  | EXISTING CONCRETE PAVEMENT TO BE REMOVED   |
|  | EXISTING ASPHALT PAVEMENT TO BE REMOVED  |
|  | EXISTING GRAVEL TO BE REMOVED  |
|  | EXISTING BUILDING/STRUCTURE TO BE REMOVED  |
|  | SAWCUT LINE  |
|  | PROPOSED PROPERTY LINE   |
|  | PROPOSED SITE LIGHTING (DESIGNED BY OTHERS, FOR REFERENCE ONLY)                        |
|  | MONUMENT SIGNS (CONSTRUCTION DETAILS BY OTHERS)  |
|  | SIGN   |
|  | HEAVY-DUTY CONCRETE PAVEMENT   |
|  | CONCRETE SIDEWALK  |
|  | HEAVY-DUTY ASPHALT PAVEMENT  |
|  | STANDARD-DUTY ASPHALT PAVEMENT   |
|  | COLORLED AND STAMPED CONCRETE  |
|  | PROPOSED 18" REJECT CURB & GUTTER (AS SHOWN ON SITE PLAN)                              |
|  | PROPOSED 18" STANDARD CURB & GUTTER (AS SHOWN ON SITE PLAN)                            |
|  | PROPOSED ACCESSIBLE PAVEMENT MARKING   |
|  | VAN ACCESSIBLE STALL   |
|  | PROPOSED TYPE 3 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)  |
|  | PROPOSED TYPE 3A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.) |
|  | PROPOSED TYPE 4 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)  |
|  | PROPOSED TYPE 4A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.) |
|  | PROPOSED TYPE 7 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)  |
|  | DOOR   |
|  | STRUCTURAL RETAINING WALL - (DESIGNED BY OTHERS)                                       |
|  | PROPOSED 0.5-FOOT GRADE CONTOUR (ONLY USED WHEN CRITICAL)                              |
|  | PROPOSED 1-FOOT GRADE CONTOUR  |
|  | PROPOSED 5-FOOT GRADE CONTOUR  |
|  | PROPOSED SPOT GRADE  |
|  | PROPOSED TOP OF CURB   |
|  | DENOTES PROPOSED GARAGE FLOOR GRADE  |
|  | DENOTES APPROXIMATE ROCK ELEVATION   |
|  | IF A SECOND ELEVATION IS GIVEN, "LOG" DENOTES GROUND LEVEL FOR LOOK OUT.               |
|  | "WOG" DENOTES BASEMENT SLAB GRADE FOR WALK OUT.  |
|  | CULVERT PIPE DITCH CHECK   |
|  | PROPOSED EROSION CONTROL BALE  |
|  | TEMPORARY DITCH CHECK  |
|  | PROPOSED INLET PROTECTION  |
|  | PROPOSED SILT FENCE  |
|  | PROPOSED STRAW WATTLE  |
|  | PROPOSED TEMPORARY DIVERSION SWALE & BERM  |
|  | PROPOSED LEVEL SPREADER  |
|  | PROPOSED STONE TRACKING MAT  |
|  | PROPOSED PERMANENT TURF REINFORCEMENT MAT  |
|  | EROSION CONTROL BLANKET  |
|  | PROPOSED RIPRAP  |
|  | PROPOSED GAS LINE  |
|  | PROPOSED ELECTRIC LINE   |
|  | PROPOSED TELEPHONE LINE  |
|  | PROPOSED WATER MAIN  |
|  | PROPOSED STORM SEWER   |
|  | PROPOSED SANITARY SEWER  |
|  | PROPOSED FIRE DEPARTMENT CONNECTION  |
|  | PROPOSED WATER VALVE   |
|  | PROPOSED FIRE HYDRANT  |
|  | PROPOSED INLET   |
|  | PROPOSED STORM MANHOLE   |
|  | PROPOSED AREA DRAIN  |
|  | PROPOSED SANITARY MANHOLE  |

**LEGEND**

|     |  |
|-----|--|
| ( ) | INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT |
|     | OR SECTION OR 1/4 SECTION CORNER AS DESCRIBED                        |
|     | 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)                     |
|     | 1" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)             |
|     | BOLLARD  |
|     | SOIL BORING/MONITORING WELL  |
|     | FLAGPOLE   |
|     | MAILBOX  |
|     | SIGN   |
|     | BILLBOARD  |
|     | AIR CONDITIONER  |
|     | CONTROL BOX  |
|     | TRAFFIC SIGNAL   |
|     | RAILROAD CROSSING SIGNAL   |
|     | CABLE PEDESTAL   |
|     | POWER POLE   |
|     | GUY POLE   |
|     | GUY WIRE   |
|     | LIGHT POLE   |
|     | SPOT/YARD/PEDESTAL LIGHT   |
|     | HANDICAPPED PARKING  |
|     | ELECTRIC MANHOLE   |
|     | ELECTRIC PEDESTAL  |
|     | ELECTRIC METER   |
|     | ELECTRIC TRANSFORMER   |
|     | TELEPHONE MANHOLE  |
|     | TELEPHONE PEDESTAL   |
|     | MARKED FIBER OPTIC   |
|     | GAS VALVE  |
|     | GAS METER  |
|     | GAS WARNING SIGN   |
|     | STORM MANHOLE  |
|     | ROUND INLET  |
|     | SQUARE INLET   |
|     | STORM SEWER END SECTION  |
|     | SANITARY MANHOLE   |
|     | SANITARY CLEANOUT OR SEPTIC VENT                                     |
|     | SANITARY INTERCEPTOR MANHOLE   |
|     | MISCELLANEOUS MANHOLE  |
|     | WATER VALVE  |
|     | HYDRANT  |
|     | WATER SERVICE CURB STOP  |
|     | WATER MANHOLE  |
|     | WELL   |
|     | WATER SURFACE  |
|     | WETLANDS FLAG  |
|     | MARSH  |
|     | CONIFEROUS TREE  |
|     | DECIDUOUS TREE   |
|     | SHRUB  |
|     | EDGE OF TREES  |
|     | SANITARY SEWER   |
|     | STORM SEWER  |
|     | WATERMAIN  |
|     | MARKED GAS MAIN  |
|     | MARKED ELECTRIC  |
|     | OVERHEAD WIRES   |
|     | BUREAU ELEC. SERV.   |
|     | MARKED TELEPHONE   |
|     | MARKED CABLE TV LINE   |
|     | MARKED FIBER OPTIC   |
|     | INDICATES EXISTING CONTOUR ELEVATION                                 |
|     | INDICATES EXISTING SPOT ELEVATION                                    |
|     | EXISTING PROPERTY LINE   |
|     | EXISTING EASEMENT LINE   |

**OWNER:**  
U.S. SHELTER HOMES, L.L.C.  
31632 NORTH ELLIS DRIVE  
VOLO, ILLINOIS 60073  
PH: 847-742-8200

**ENGINEER:**  
R.A. SMITH, INC.  
16745 W. BLUEMOUND ROAD  
BROOKFIELD, WI 53005  
PH: 262-781-1000

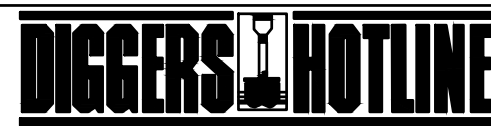
**APPROVAL AGENCY:**  
VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158  
PH: 262-694-1400  
FAX: 262-694-4734

*THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS AND THE PROJECT MANUAL INCLUDING ALL PROJECT SPECIFICATIONS ON-SITE DURING TIME OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATIONS ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.*

*R.A. SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A. SMITH, INC.*

*PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE MUST BE HELD AT THE VILLAGE OFFICES. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGNING ENGINEER OF RECORD*

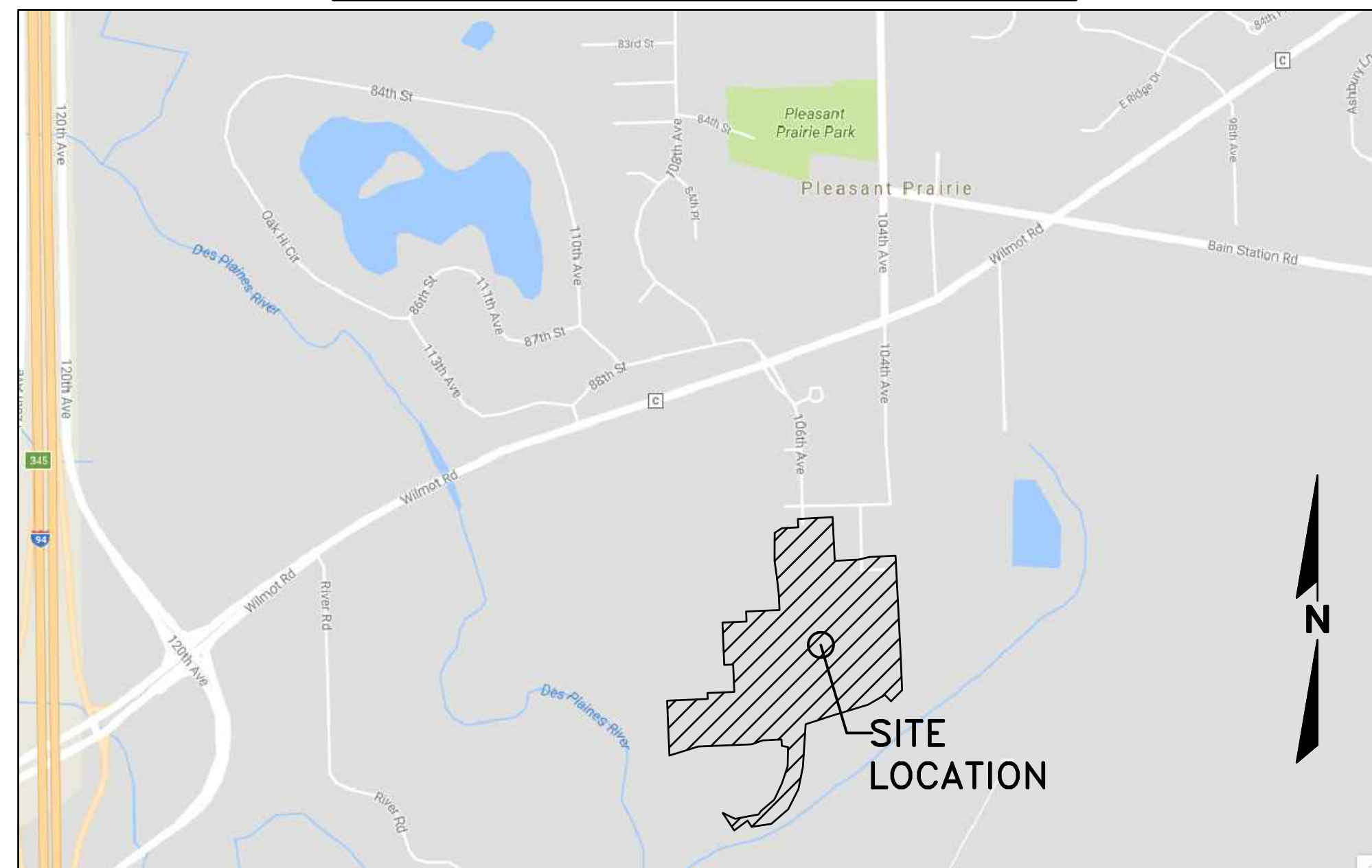
*DIGGERS HOTLINE TO BE CONTACTED TO LOCATE UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.*



Call 811 3 Work Days Before You Dig  
or Toll Free (800) 242-8511  
Hearing Impaired TDD (800) 542-2289  
www.DiggersHotline.com

# LANDSCAPE PLANS FOR RIVER RUN AT HERITAGE VALLEY SUBDIVISION PLEASANT PRAIRIE, WI

## VICINITY MAP



### BENCHMARKS

- NORTHEAST CORNER OF 87TH PL. AND 106TH AVE. INTERSECTION. BM #1, NW FLANGE BOLT ON HYDRANT, EL = 702.04
- SOUTHEAST CORNER OF 87TH PL. AND 105TH AVE. BM #2 NW FLANGE BOLT ON HYDRANT, EL = 698.17
- SOUTHEAST PART OF SITE. BM #3 SE COR OF NE 1/4 OF SEC. 18-1-22 BRASS CAP MONUMENT, EL = 678.58

VERTICAL DATUM: NGVD 29 (SEWRPC)

HORIZONTAL DATUM: WISCONSIN STATE PLANE COORDINATE SYSTEM-SOUTH ZONE (NAD27)

### UTILITY CONTACTS

- TIME WARNER CABLE  
STEVE CRAMER  
414-277-4045
- WE ENERGIES ELECTRIC  
LEONARD WILSON  
414-944-5690
- WE ENERGIES GAS  
DOUG LAURENT  
414-944-5682
- AT&T  
JAY BULANEK  
262-896-7669

VOPP ENG REVIEW  
PLAN MARK UP  
2-9-18

## PLAN INDEX

| SHEET NO. | DESCRIPTION                      |
|-----------|----------------------------------|
| 1         | TITLE SHEET                      |
| 2         | OVERALL LANDSCAPE PLAN & DETAILS |
| 3         | LANDSCAPE PLAN NORTH             |
| 4         | LANDSCAPE PLAN SOUTH             |

|                           |            |             |             |
|---------------------------|------------|-------------|-------------|
| <b>PLAN DATE: 1/24/18</b> |            |             |             |
| REVISIONS                 | ISSUE DATE | SHEET NO.'S | ISSUED FOR: |
|                           |            |             |             |
|                           |            |             |             |
|                           |            |             |             |
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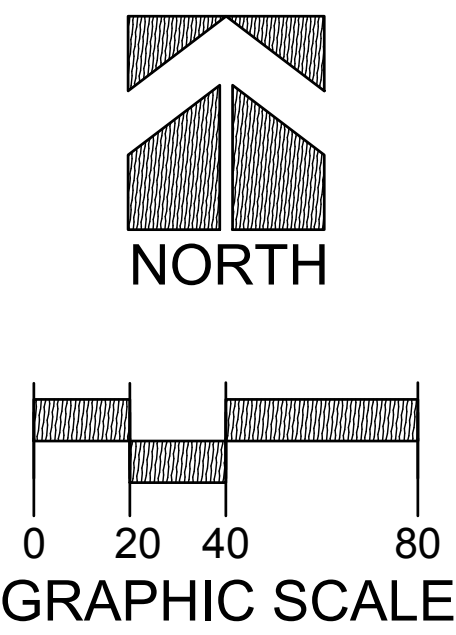
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| DESCRIPTION   |  |  |  |  |  |  |  |  |  |
| DATE  |  |  |  |  |  |  |  |  |  |
| <br>RIVER RUN AT HERITAGE VALLEY<br>VILLAGE OF PLEASANT PRAIRIE   |  |  |  |  |  |  |  |  |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: NONE<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: LJH/NPW<br>CHECKED BY: GER<br><b>SHEET NUMBER</b><br>1 |  |  |  |  |  |  |  |  |  |





BASE MAP TO INCLUDE WATER, SEWER, AND STORM LINEWORK.  
 CAN TURN OFF TOPO FOR CLARITY  
 SHOW VISION AREAS

ELIMINATE DUE TO PROXIMITY TO INTERSECTION



PLANT SCHEDULE NORTH

| STREET TREES | QTY | COMMON NAME                  | BOTANICAL NAME                | MIN. PLANTING SIZE | MATURE SIZE      | ROOT | REMARKS              |
|--------------|-----|------------------------------|-------------------------------|--------------------|------------------|------|----------------------|
| ABM          | 12  | Autumn Blaze Maple           | Acer freemanii 'Autumn Blaze' | 2" CAL / 6' HT     | 40' HT x 40' SPD | B&B  | Full, matching heads |
| SMM          | 4   | State Street Miyabei Maple   | Acer miyabei 'Morton' TM      | 2" CAL / 6' HT     | 50' HT x 40' SPD | B&B  | Full, matching heads |
| KCE          | 8   | Espresso Kentucky Coffeetree | Gymnocladus dioica 'Espresso' | 2" CAL / 6' HT     | 50' HT x 50' SPD | B&B  | Full, matching heads |
| SVL          | 6   | Silver Linden                | Tilia tomentosa               | 2" CAL / 6' HT     | 40' HT x 30' SPD | B&B  | Full, matching heads |
| ACE          | 5   | 'Accolade' Elm               | Ulmus x 'Morton Accolade' TM  | 2" CAL / 6' HT     | 60' HT x 40' SPD | B&B  | Full, matching heads |

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

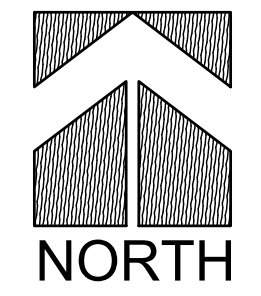
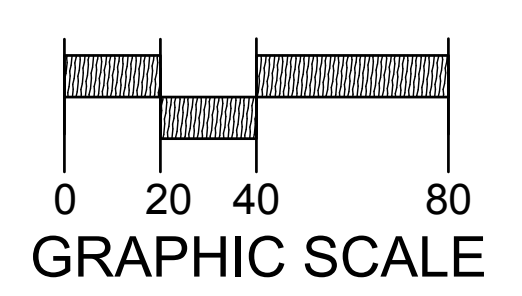
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|   |  |
|---|--|
| DESCRIPTION   |  |
| DATE  |  |
|   |  |
| RIVER RUN AT HERITAGE VALLEY<br>VILLAGE OF PLEASANT PRAIRIE<br>#####<br>#####   |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION  |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: 1" = 40'<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG<br>CHECKED BY: TTH<br>SHEET NUMBER<br>## |  |



THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

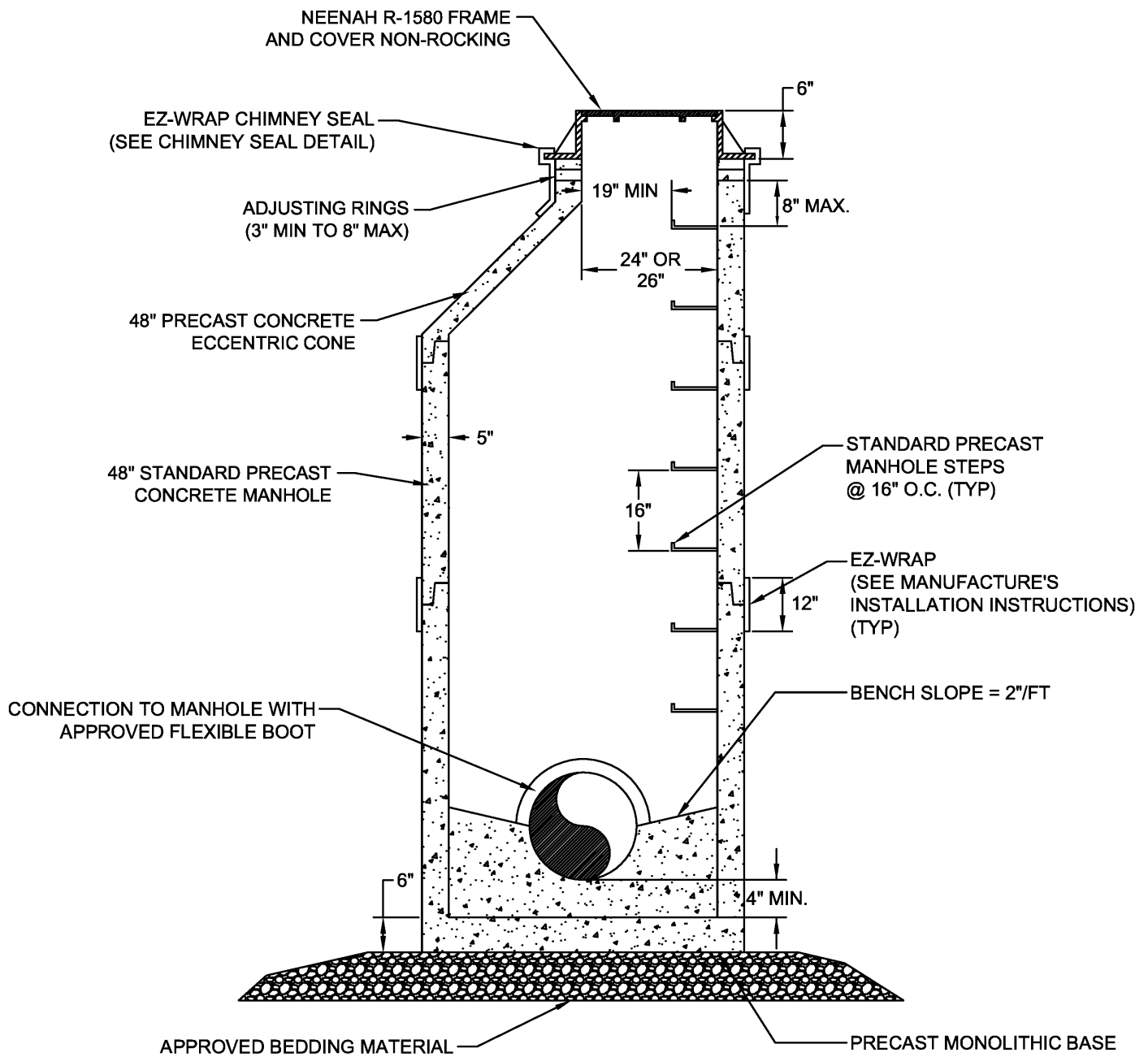
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PLANT SCHEDULE SOUTH

| STREET TREES | QTY | COMMON NAME                  | BOTANICAL NAME                  | MIN. PLANTING SIZE | MATURE SIZE      | ROOT | REMARKS              |
|--------------|-----|------------------------------|---------------------------------|--------------------|------------------|------|----------------------|
| ABM          | 10  | Autumn Blaze Maple           | Acer freemanii 'Autumn Blaze'   | 2" CAL / 6' HT     | 40' HT x 40' SPD | B&B  | Full, matching heads |
| SMM          | 10  | State Street Miyabei Maple   | Acer miyabei 'Morton' TM        | 2" CAL / 6' HT     | 50' HT x 40' SPD | B&B  | Full, matching heads |
| SL           | 9   | Skyline Honey Locust         | Gleditsia triacanthos 'Skyline' | 2" CAL / 6' HT     | 50' HT x 40' SPD | B&B  | Full, matching heads |
| KCE          | 12  | Espresso Kentucky Coffeetree | Gymnocladus dioica 'Espresso'   | 2" CAL / 6' HT     | 50' HT x 50' SPD | B&B  | Full, matching heads |
| SVL          | 15  | Silver Linden                | Tilia tomentosa                 | 2" CAL / 6' HT     | 40' HT x 30' SPD | B&B  | Full, matching heads |
| ACE          | 18  | 'Accolade' Elm               | Ulmus x 'Morton Accolade' TM    | 2" CAL / 6' HT     | 60' HT x 40' SPD | B&B  | Full, matching heads |

|   |  |
|---|--|
| DESCRIPTION   |  |
| DATE  |  |
| <br>CREATIVITY BEYOND ENGINEERING<br>rasSmith.com   |  |
| RIVER RUN AT HERITAGE VALLEY<br>VILLAGE OF PLEASANT PRAIRIE<br>#####<br>#####<br>#####  |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION  |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: 1" = 40'<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG<br>CHECKED BY: TTH<br>SHEET NUMBER<br>## |  |



NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR SANITARY SEWER.

SCALE: NTS

## STANDARD SANITARY MANHOLE

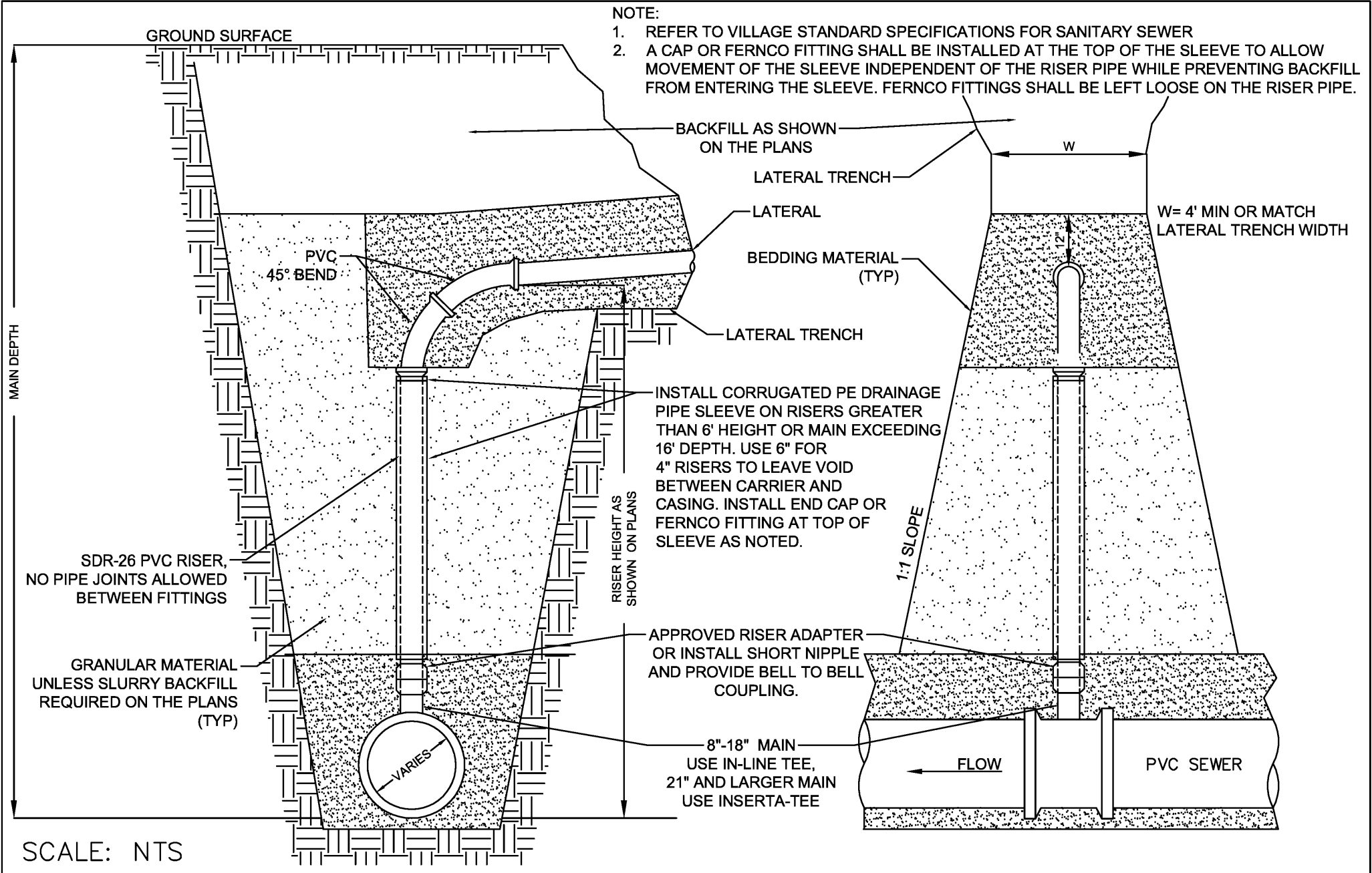
DETAIL: SAN - 1

CREATED: 11-21-12

REVISED: 10-30-17

APPROVED BY: MATT FINEOUR





# SANITARY RISER

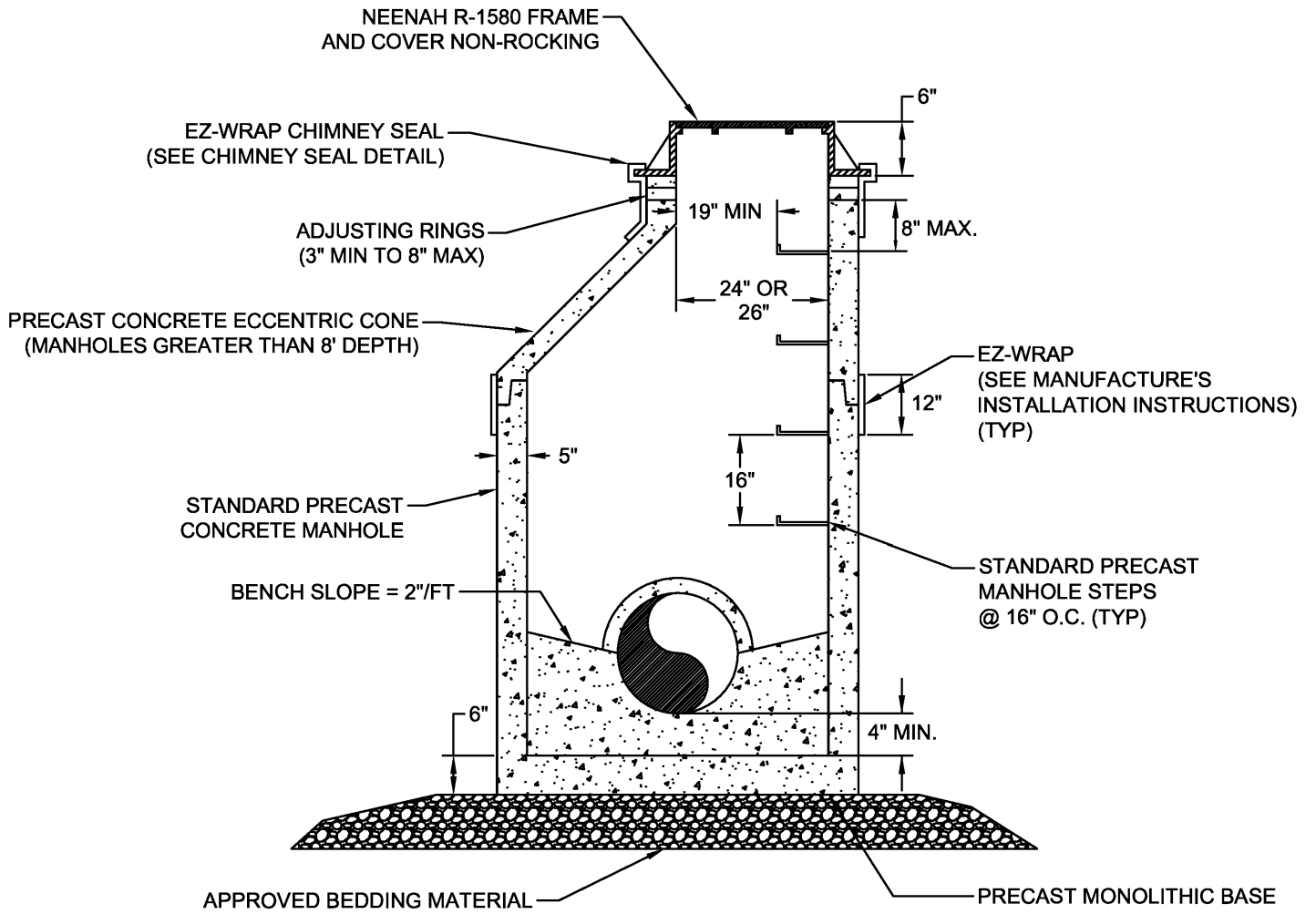
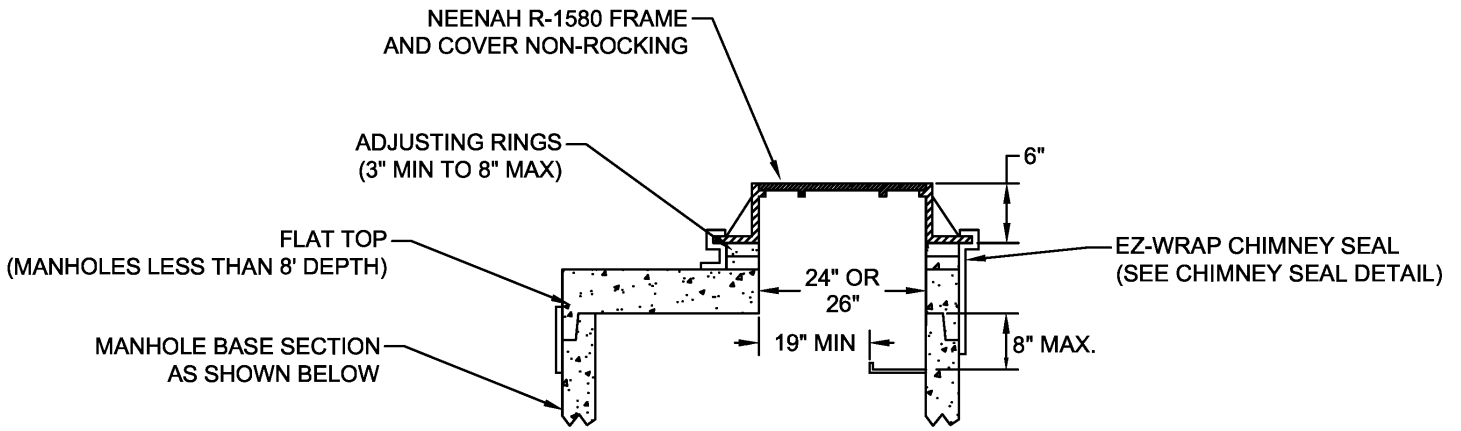
DETAIL: SAN - 3

CREATED: 1-30-14

REVISED: 6-9-17

APPROVED BY: MATT FINEOUR





NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.

SCALE: NTS



## STANDARD STORM MANHOLE

DETAIL: STM - 1

CREATED: 11-21-12

REVISED: 10-30-17

APPROVED BY: MATT FINEOUR





NEENAH R-3067 CURB INLET FRAME, TYPE "L" GRATE OR  
NEENAH R-3501-R FRAME AND GRATE, MOUNTABLE CURB

EZ-WRAP CHIMNEY SEAL  
(SEE CHIMNEY SEAL DETAIL)

ADJUSTING RINGS  
(3" TO 12") WITH  
MAXIMUM OF 4 RINGS

ADJUSTABLE

TOP SECTION WITH  
RECTANGULAR OPENING  
SIZED TO MATCH  
SPECIFIED FRAME AND  
GRATE

48" STANDARD  
PRECAST CONCRETE  
MANHOLE

STANDARD PRECAST  
MANHOLE STEPS  
@ 16" O.C. (TYP)

EZ-WRAP  
(SEE MANUFACTURE'S  
INSTALLATION INSTRUCTIONS)  
(TYP)

LEAD  
(24" MAX)

APPROVED BEDDING MATERIAL

PRECAST MONOLITHIC BASE

NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

SCALE: NTS

# STANDARD STORM MANHOLE WITH CURB INLET

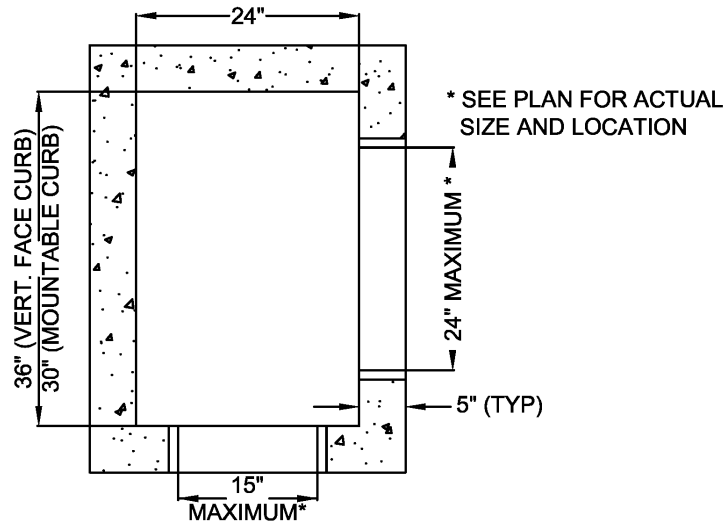
DETAIL: STM - 2

CREATED: 9-23-04

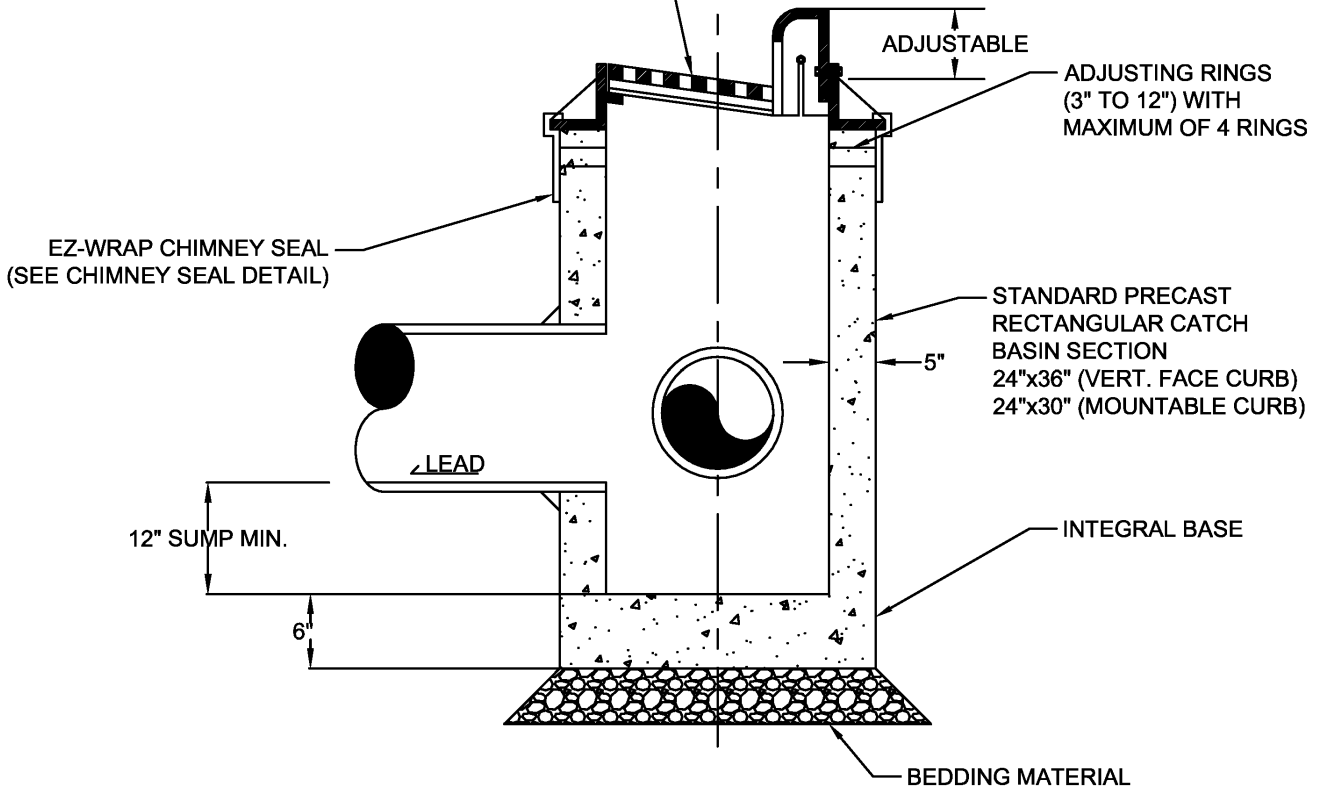
REVISED: 10-30-17

APPROVED BY: MATT FINEOUR





NEENAH R-3067 CURB INLET FRAME, TYPE "L" GRATE OR NEENAH R-3501-R FRAME AND GRATE, MOUNTABLE CURB



**NOTES:**

1. NON-SHRINKING MOTAR REQUIRED (TYP)-STORM CONNECTIONS, ADJUSTING RINGS, ECT.
2. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

SCALE: NTS

# PRECAST RECTANGULAR CATCH BASIN

DETAIL: STM - 3

CREATED: 12-14-04

REVISED: 6-23-17

APPROVED BY: MATT FINEOUR



NEENAH R-2560-E1 BEEHIVE  
FRAME AND GRATE IN LAWN AREAS

ADJUSTING RINGS  
(3" - 12") WITH  
MAXIMUM OF 4 RINGS

PRECAST CONCRETE  
ECCENTRIC CONE

EZ-WRAP (SEE MANUFACTURE'S  
INSTALLATION INSTRUCTIONS)  
(TYP)

LEAD

MINIMUM 12" SUMP

APPROVED BEDDING MATERIAL

42" OR 48" I.D.

PRECAST MONOLITHIC BASE

25-3/4"

7/8"

24"

24"

6"

7"

**BEEHIVE CATCH BASIN  
WITH ALTERNATE FLAT TOP**

EZ-WRAP CHIMNEY SEAL  
(SEE CHIMNEY SEAL DETAIL)  
(TYP)

FLAT TOP SECTION WITH  
CIRCULAR OPENING SIZED  
TO MATCH SPECIFIED  
FRAME AND GRATE

42" OR 48" I.D.

NOTE:

1. NON SHRINKING MORTAR REQUIRED (TYP)-STORM CONNECTIONS, ADJUSTING RINGS, ECT.
2. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

SCALE: NTS



**STANDARD BEEHIVE CATCH BASIN**

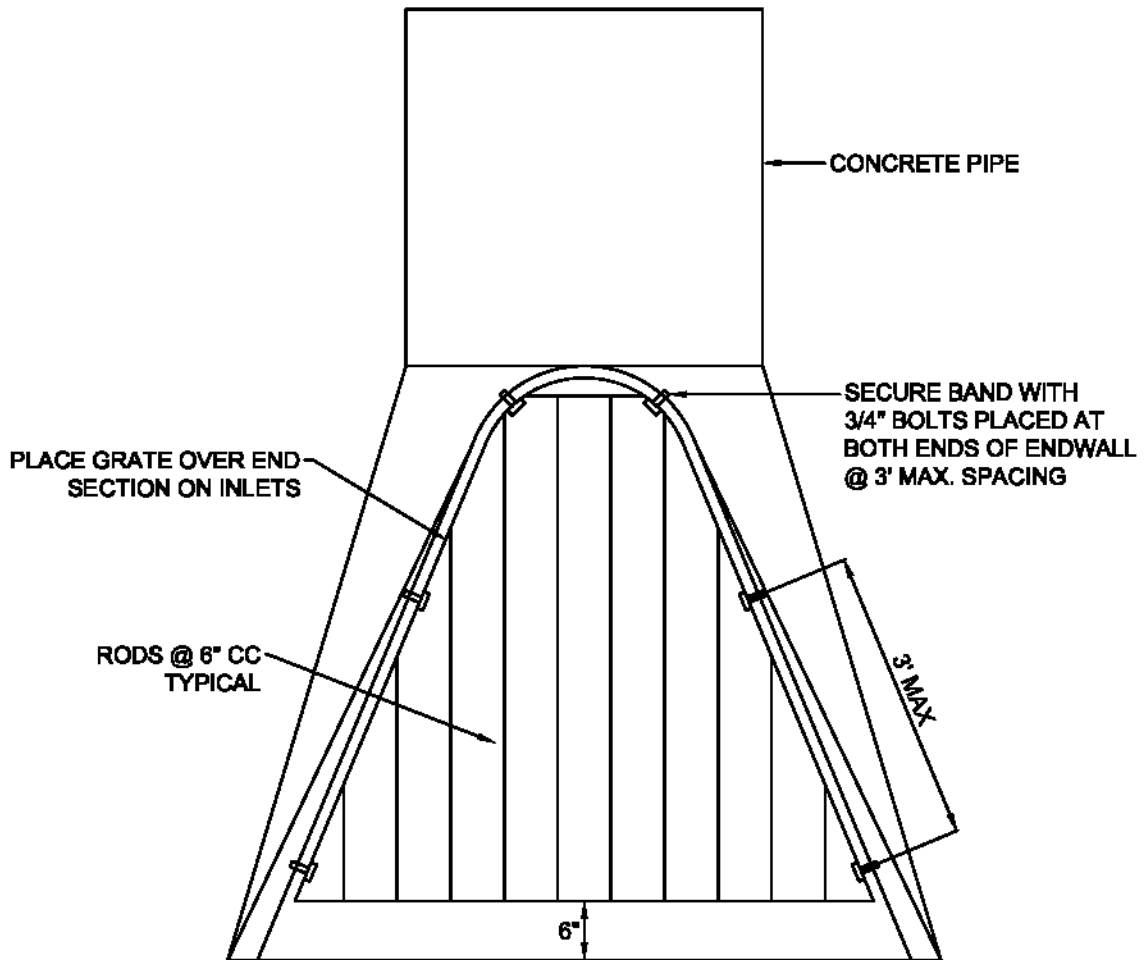
DETAIL: STM - 4

CREATED: 12-15-04

REVISED: 6-23-17

APPROVED BY: MATT FINEOUR





**NOTE:**

1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.
2. SECURE THE LAST TWO PIPE SECTIONS, INCLUDING END SECTIONS, USING JOINT TIES.

SCALE: NTS



**STANDARD ENDWALL GRATE**

**DETAIL: STM - 5**

CREATED: 11-01-13

REVISED: 12-2-15

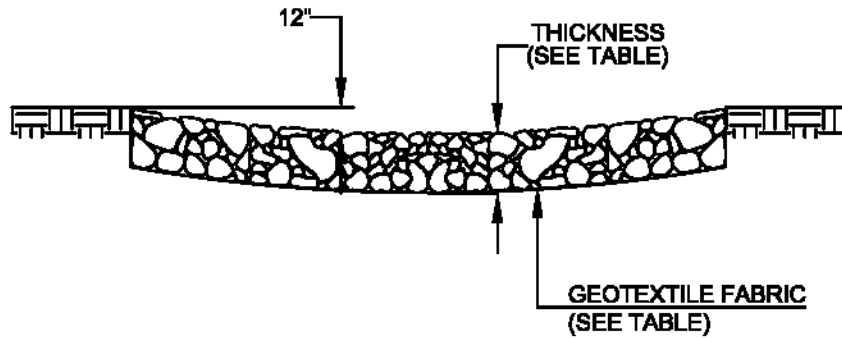
APPROVED BY: MATT FINEOUR



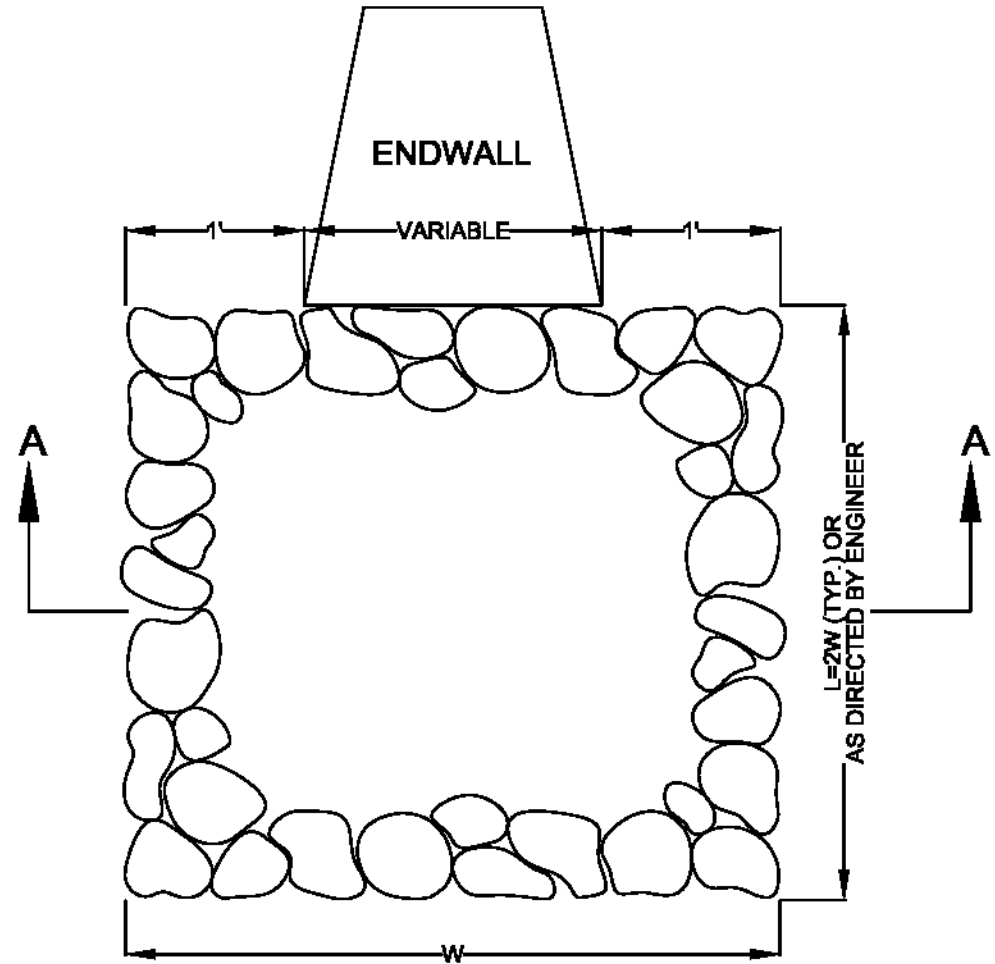
**NOTE:**

1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWERS

| RIPRAP      | RIPRAP THICKNESS | GEOTEXTILE FABRIC TYPE |
|-------------|------------------|------------------------|
| LIGHT       | 12"              | R                      |
| MEDIUM      | 18"              | HR                     |
| HEAVY       | 24"              | HR                     |
| EXTRA HEAVY | 30"              | HR                     |



**SECTION A-A**



SCALE: NTS



**RIPRAP TREATMENT AT ENDWALLS**

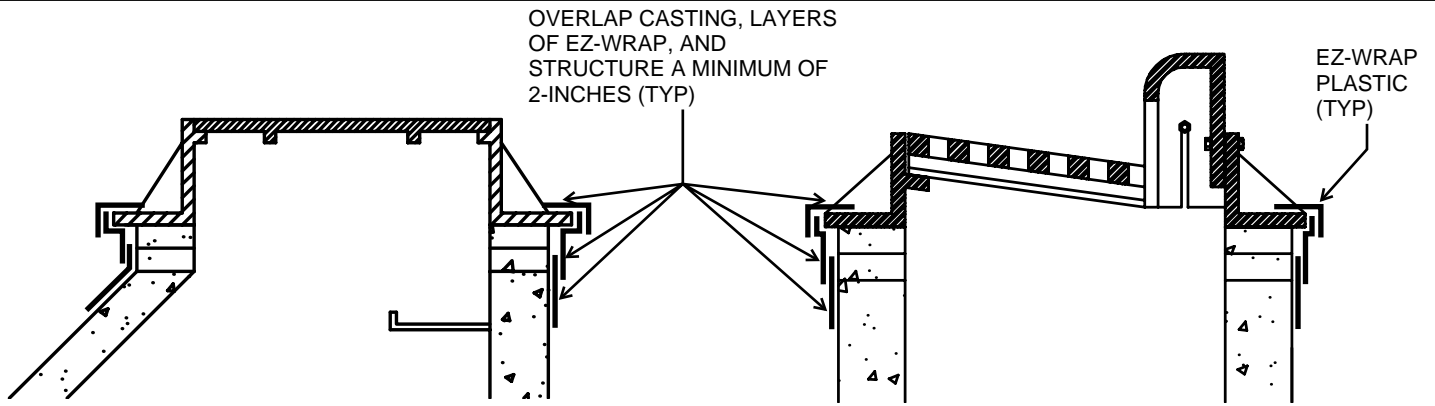
DETAIL: STM - 6

CREATED: 11-04-13

REVISED: 12-2-15

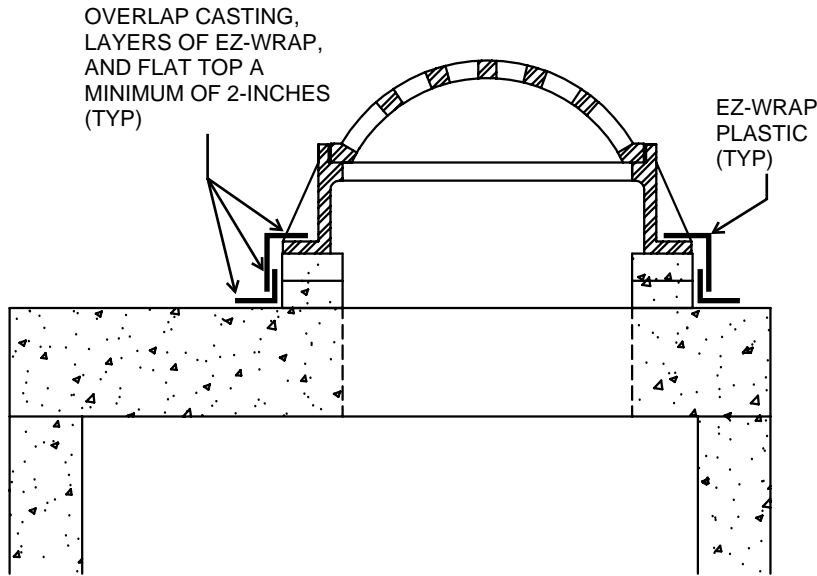
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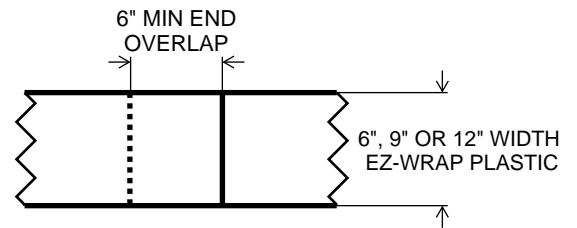


**CONE SECTION MANHOLE INSTALLATION**

**CATCH BASIN INSTALLATION**



**FLAT TOP MANHOLE/INLET INSTALLATION**



**EZ-WRAP END OVERLAP DETAIL**

**INSTALLATION INSTRUCTIONS:**

1. CLEAN AND DRY THE EXTERIOR SURFACES OF THE CASTING, ADJUSTING RINGS, AND STRUCTURE TO BE WRAPPED. SURFACES AND MATERIALS SHALL BE ABOVE 32 DEGREES.
2. APPLY MANUFACTURER RECOMMENDED AEROSOL ADHESIVE OR EZ-PRIMER #4 TO ALL SURFACES TO BE WRAPPED. EZ-PRIMER SHALL BE APPLIED USING A CLEAN PAINT BRUSH OR ROLLER.
3. WAIT FOR SOLVENTS TO DISPENSE FROM THE TREATED SURFACE. EZ-PRIMER TREATED SURFACE SHALL BE DRY AND APPEAR SMOOTH AND CLEAN. AEROSOL ADHESIVE SHALL BE TACKY. DEPENDING ON THE TEMPERATURE THIS MAY TAKE 10-30 MINUTES FOR EZ-PRIMER OR 1-3 MINUTES FOR AEROSOL ADHESIVE.
4. CUT EZ-WRAP TO LENGTH. CUT ENDS SHALL OVERLAP A MINIMUM OF 6".
5. BEGINNING AT THE BOTTOM OF THE STRUCTURE CAREFULLY INSTALL THE EZ-WRAP TO THE DRY, TREATED SURFACES, REMOVING THE RELEASE PAPER AS YOU APPLY THE EZ-WRAP. DO NOT STRETCH THE EZ-WRAP. PRESS THE EZ-WRAP DOWN FIRMLY AND EVENLY AS YOU COVER THE SURFACES.
6. INSTALL EZ-PRIMER OR AEROSOL ADHESIVE OVER TOP 2-INCHES OF EZ-WRAP AND CUT END TO BE OVERLAID. ALLOW SURFACE TO DRY AS STATED IN STEP 3.
7. INSTALL NEXT SECTION OF EZ-WRAP. OVERLAP THE EZ-WRAP VERTICALLY A MINIMUM OF 2-INCHES. DO NOT STRETCH THE EZ-WRAP. PRESS THE EZ-WRAP DOWN FIRMLY AND EVENLY AS YOU COVER THE SURFACES.
8. REPEAT STEPS 6 AND 7 UNTIL THE ENTIRE CHIMNEY SECTION IS WRAPPED.



**CHIMNEY SEAL DETAIL**

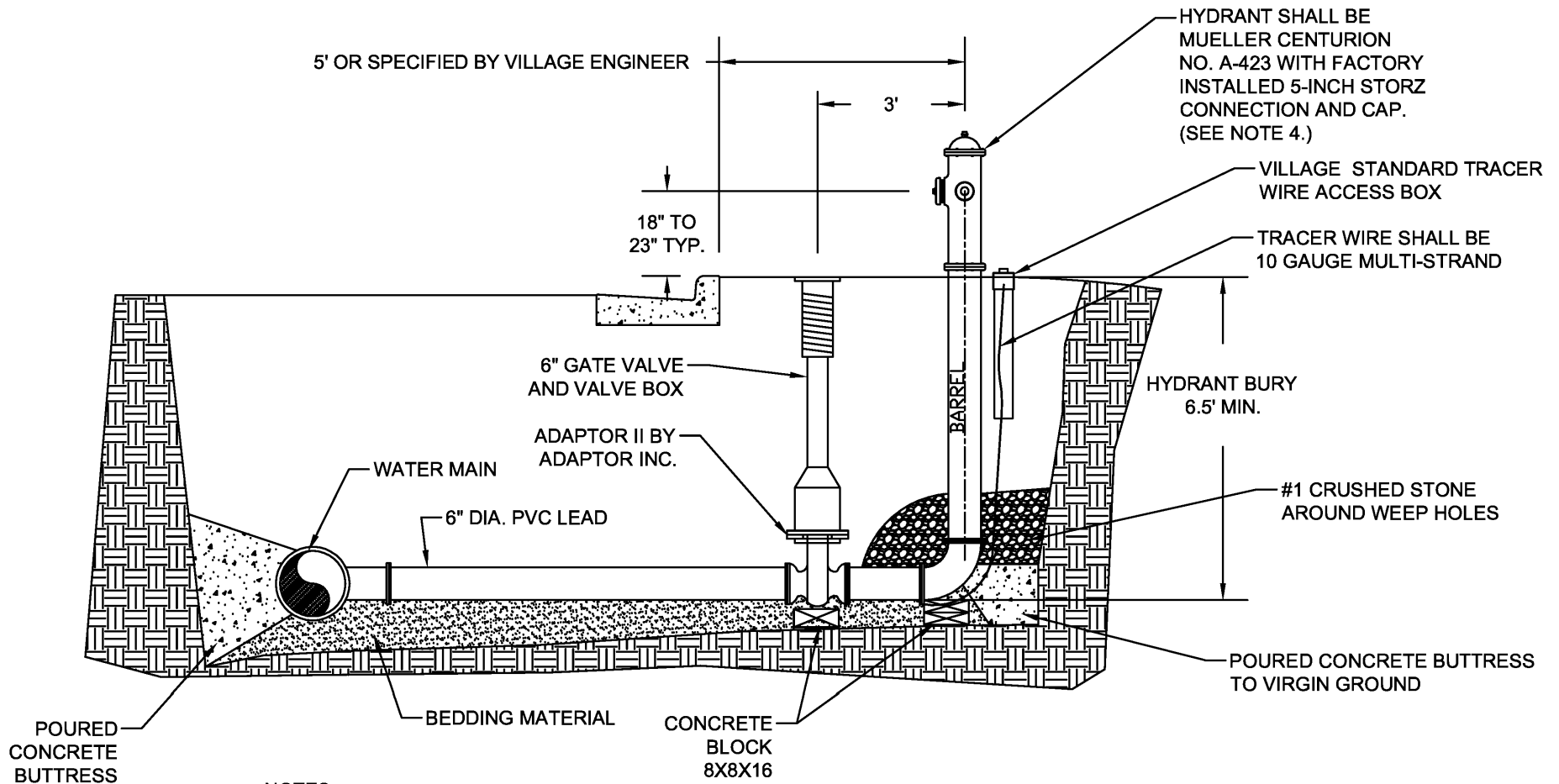
**DETAIL: CS - 1**

CREATED: 7-11-17

REVISED:

APPROVED BY: MATT FINEOUR





**NOTES:**

1. MECHANICAL JOINTS FROM TEE TO VALVE AND FROM VALVE TO HYDRANT SHALL BE RESTRAINED WITH MEGALUGS AND STAINLESS STEEL BOLTS.
2. ALL FASTENERS SHALL BE STAINLESS STEEL.
3. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION
4. HYDRANT SPECIFICATIONS - 2 EACH 2-1/2 INCH NST NOZZLE, 1 FACTORY INSTALLED 5-INCH STORZ CONNECTION AND CAP MANUFACTURED BY MUELLER.
5. PAINT SPECIFICATION - PLEASE REFER TO VS-0400 OF THE VILLAGE CONSTRUCTION SPECIFICATIONS.
6. HYDRANT EXTENSIONS ARE NOT PERMITTED.

SCALE: NTS

**STANDARD HYDRANT ASSEMBLY**

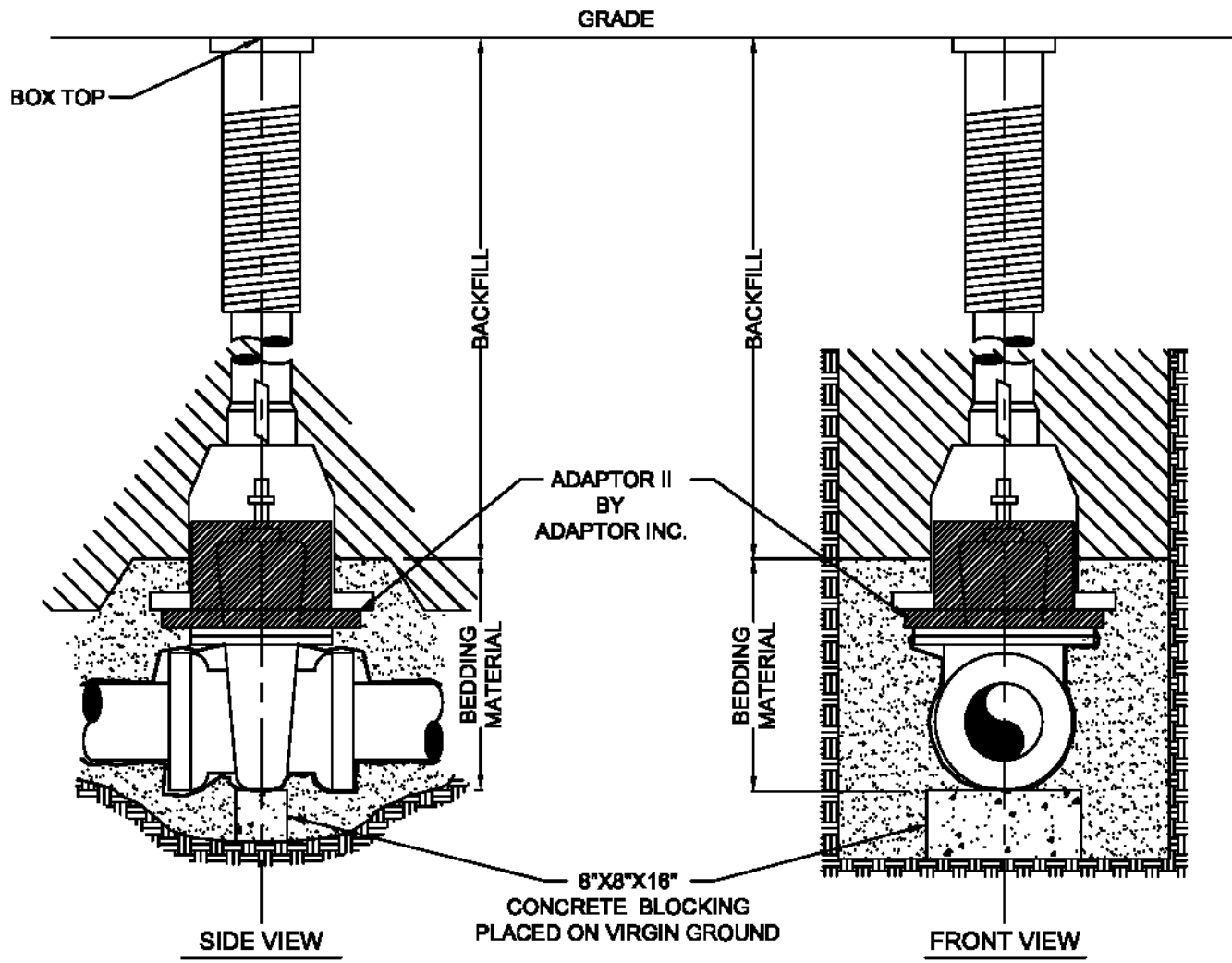
DETAIL: W - 1

CREATED: 11-26-12

REVISED: 8-4-16

APPROVED BY: MATT FINEOUR





- NOTE:
1. VALVE SHALL BE WRAPPED IN BLACK POLYETHYLENE.
  2. REFER TO VILLAGE STANDARD SPECIFICATION FOR WATER MAIN

SCALE: NTS



## STANDARD GATE VALVE BOX SETTING

DETAIL: W - 3

CREATED: 12-14-04

REVISED: 11-16-15

APPROVED BY: MATT FINEOUR

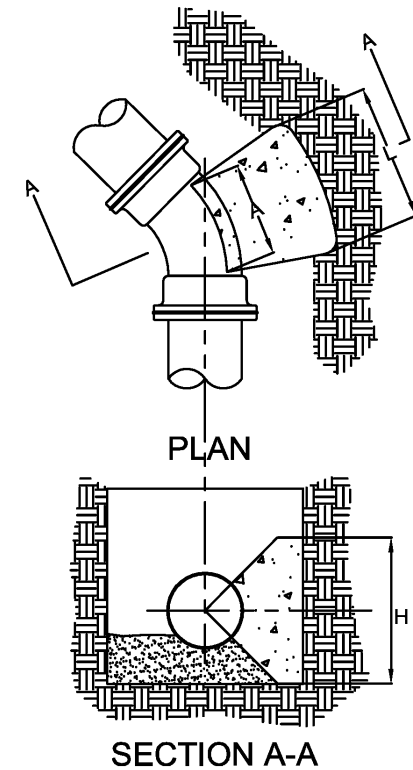




SCALE: NTS

NOTES:

1. L<sub>(WATER)</sub> DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 150 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR STANDARD WATER MAINS AND WATER SERVICES.
2. L<sub>(FIRE)</sub> DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 200 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR FIRE LINES AND COMBINATION FIRE / WATER SERVICES.
3. DIMENSION (A) SHOULD BE AS LARGE AS POSSIBLE WITHOUT INTERFERING WITH MECHANICAL JOINT BOLTS.
4. SHAPE OF BACK OF BUTTRESS MAY VARY AS LONG AS POUR IS AGAINST FIRM UNDISTURBED EARTH AND SURFACE AREA (H x L) MATCHES THAT LISTED IN THE TABLE.
5. IF IN-SITU SOILS HAVE AN EARTH RESISTANCE OF LESS THAN 2 TONS PER SQ. FT. THE BUTTRESS AREA SHALL BE INCREASED PROPORTIONALLY.
6. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE.
7. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN.



**BUTTRESS DIMENSIONS**

| PIPE<br>SIZE | 11¼ DEG. BEND |                      |                     | 22½ DEG. BEND |                      |                     | 45 DEG. BEND |                      |                     | 90 DEG. BEND |                      |                     |
|--------------|---------------|----------------------|---------------------|---------------|----------------------|---------------------|--------------|----------------------|---------------------|--------------|----------------------|---------------------|
|              | H             | L <sub>(WATER)</sub> | L <sub>(FIRE)</sub> | H             | L <sub>(WATER)</sub> | L <sub>(FIRE)</sub> | H            | L <sub>(WATER)</sub> | L <sub>(FIRE)</sub> | H            | L <sub>(WATER)</sub> | L <sub>(FIRE)</sub> |
| 4"           | 0'-8"         | 0'-5"                | 0'-5"               | 1'-1"         | 0'-6"                | 0'-6"               | 1'-3"        | 0'-10"               | 0'-10"              | 1'-4"        | 1'-6"                | 1'-6"               |
| 6"           | 1'-2"         | 0'-6"                | 0'-6"               | 1'-6"         | 0'-9"                | 0'-9"               | 1'-8"        | 1'-4"                | 1'-4"               | 1'-10"       | 2'-2"                | 2'-2"               |
| 8"           | 1'-3"         | 0'-9"                | 0'-9"               | 2'-0"         | 1'-0"                | 1'-0"               | 2'-0"        | 1'-11"               | 1'-11"              | 2'-4"        | 3'-0"                | 3'-0"               |
| 10"          | 1'-3"         | 0'-10"               | 1'-2"               | 2'-0"         | 1'-1"                | 1'-5"               | 2'-0"        | 2'-1"                | 2'-9"               | 2'-4"        | 3'-4"                | 4'-5"               |
| 12"          | 1'-4"         | 1'-2"                | 1'-6"               | 2'-6"         | 1'-2"                | 1'-7"               | 2'-6"        | 2'-4"                | 3'-2"               | 2'-8"        | 4'-1"                | 5'-5"               |
| 14"          | 1'-6"         | 1'-4"                | 1'-10"              | 3'-0"         | 1'-4"                | 1'-10"              | 3'-0"        | 2'-8"                | 3'-6"               | 3'-0"        | 4'-11"               | 6'-6"               |
| 16"          | 2'-0"         | 1'-4"                | 1'-9"               | 3'-0"         | 1'-9"                | 2'-4"               | 3'-0"        | 3'-5"                | 4'-7"               | 3'-0"        | 6'-4"                | 8'-5"               |
| 18"          | 2'-6"         | 1'-4"                | 1'-9"               | 3'-6"         | 1'-10"               | 2'-6"               | 3'-6"        | 3'-8"                | 4'-11"              | 3'-6"        | 6'-9"                | 9'-1"               |
| 20"          | 2'-9"         | 1'-6"                | 2'-0"               | 3'-9"         | 2'-2"                | 2'-10"              | 3'-9"        | 4'-2"                | 5'-7"               | 3'-9"        | 7'-9"                | 10'-4"              |
| 24"          | 3'-0"         | 1'-11"               | 2'-7"               | 4'-3"         | 2'-8"                | 3'-7"               | 4'-3"        | 5'-4"                | 7'-1"               | 4'-4"        | 9'-7"                | 12'-10"             |



**BUTTRESS FOR BENDS**

DETAIL: W - 5

CREATED: 2-4-14

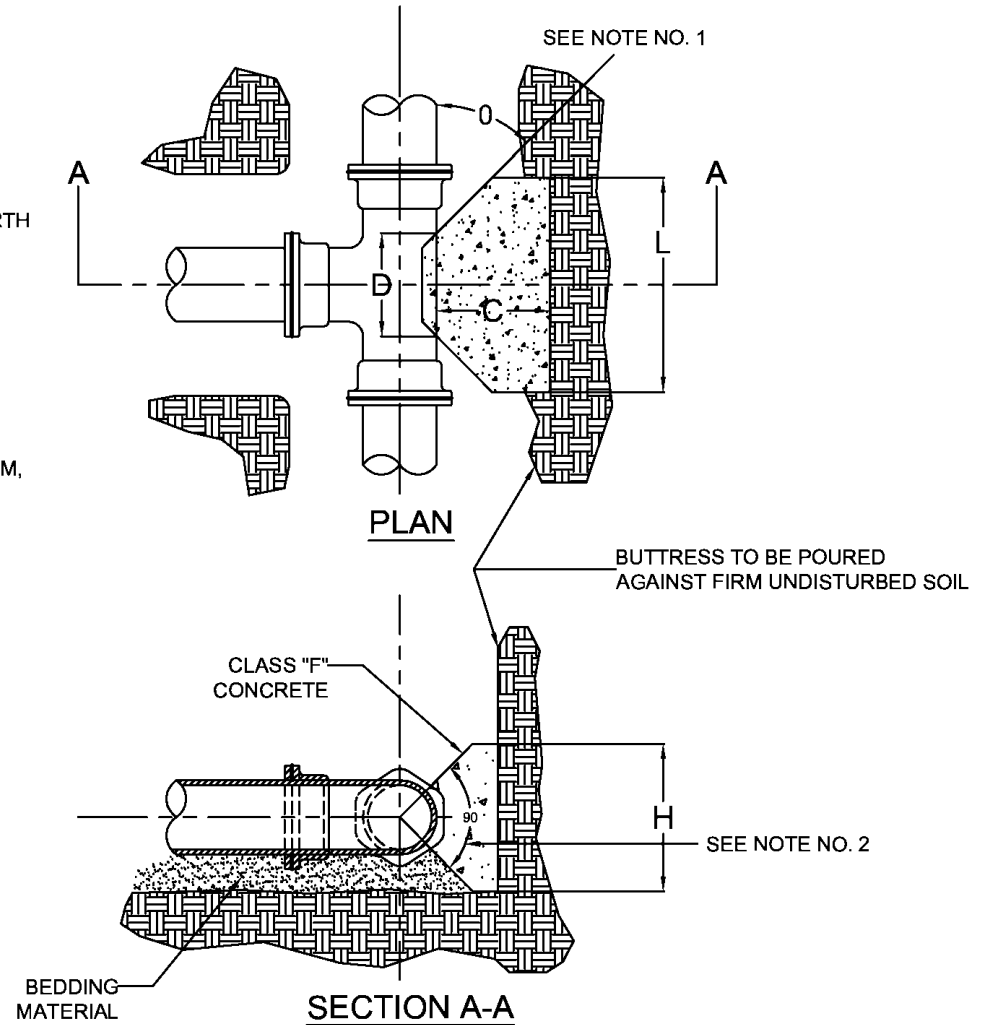
REVISED: 8-4-16

APPROVED BY: MATT FINEOUR



NOTES:

1. L<sub>(WATER)</sub> DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 150 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR STANDARD WATER MAINS AND WATER SERVICES.
2. L<sub>(FIRE)</sub> DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 200 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR FIRE LINES AND COMBINATION FIRE / WATER SERVICES..
3. SHAPE OF BACK OF BUTTRESS MAY VARY AS LONG AS POUR IS AGAINST FIRM UNDISTURBED EARTH AND SURFACE AREA (H x L) MATCHES THAT LISTED IN THE TABLE. CONCRETE SHALL BEAR ON FITTINGS AS SHOWN.
4. DIMENSION "C" SHOULD BE LARGE ENOUGH TO MAKE ANGLE "0" EQUAL TO OR LARGER THAN 45 DEG.
5. DIMENSION "D" EQUALS APPROX. I.D. OF PIPE LESS 2". AN EFFORT SHOULD BE MADE TO PREVENT CONCRETE FROM COVERING THE MECHANICAL JOINT BOLTS.
6. WHERE BUTTRESSES ARE NOT POSSIBLE BECAUSE OF POOR SOIL CONDITIONS OR LACK OF ROOM, STRAPPING SHALL BE PERMITTED IF APPROVED BY THE VILLAGE.
7. IF IN-SITU SOILS HAVE AN EARTH RESISTANCE OF LESS THAN 2 TONS PER SQ. FT. THE BUTTRESS AREA SHALL BE INCREASED PROPORTIONALLY.
8. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE.
9. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN.



**BUTTRESS DIMENSIONS**

| PIPE SIZE | TEE    |                      |                     |
|-----------|--------|----------------------|---------------------|
|           | H      | L <sub>(WATER)</sub> | L <sub>(FIRE)</sub> |
| 4"        | 1'-6"  | 1'-0"                | 1'-0"               |
| 6"        | 1'-8"  | 1'-9"                | 1'-9"               |
| 8"        | 2'-4"  | 2'-0"                | 2'-1"               |
| 10"       | 2'-4"  | 2'-4"                | 3'-1"               |
| 12"       | 2'-7"  | 3'-0"                | 4'-0"               |
| 14"       | 2'-10" | 3'-8"                | 4'-10"              |
| 16"       | 2'-10" | 4'-9"                | 6'-4"               |
| 18"       | 3'-6"  | 4'-10"               | 6'-5"               |
| 20"       | 3'-10" | 5'-5"                | 7'-2"               |
| 24"       | 4'-8"  | 6'-2"                | 8'-3"               |

SCALE: NTS



**BUTTRESS FOR TEES**

DETAIL: W - 5A

CREATED: 2-5-14

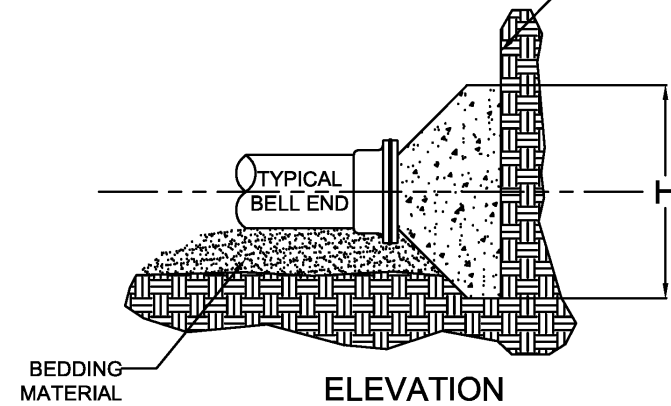
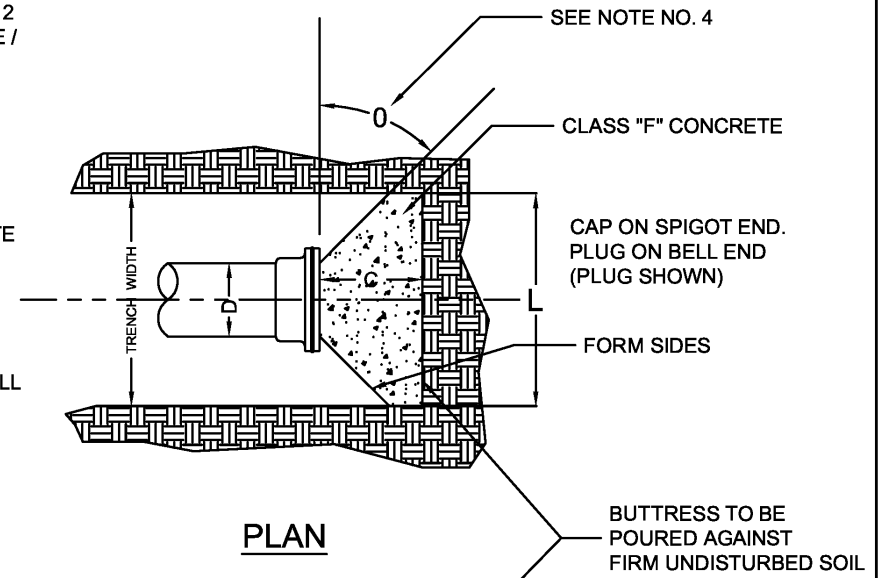
REVISED: 8-4-16

APPROVED BY: MATT FINEOUR



NOTES:

1.  $L_{(WATER)}$  DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 150 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR STANDARD WATER MAINS AND WATER SERVICES.
2.  $L_{(FIRE)}$  DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 200 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR FIRE LINES AND COMBINATION FIRE / WATER SERVICES..
3. SHAPE OF BACK OF BUTTRESS MAY VARY AS LONG AS POUR IS AGAINST FIRM UNDISTURBED EARTH AND SURFACE AREA (H x L) MATCHES THAT LISTED IN THE TABLE.
4. DIMENSION "C" SHOULD BE LARGE ENOUGH TO MAKE ANGLE "O" EQUAL TO OR LARGER THAN 45 DEG.
5. DIMENSION "D" EQUALS APPROX. I.D. OF PIPE LESS 2". AN EFFORT SHOULD BE MADE TO PREVENT CONCRETE FROM COVERING THE MECHANICAL JOINT BOLTS.
6. WHERE BUTTRESSES ARE NOT POSSIBLE BECAUSE OF POOR SOIL CONDITIONS OR LACK OF ROOM, STRAPPING SHALL BE PERMITTED IF APPROVED BY THE VILLAGE.
7. IF IN-SITU SOILS HAVE AN EARTH RESISTANCE OF LESS THAN 2 TONS PER SQ. FT. THE BUTTRESS AREA SHALL BE INCREASED PROPORTIONALLY.
8. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE.
9. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN.



**BUTTRESS DIMENSIONS**

| PIPE SIZE | DEAD ENDS |               |              |
|-----------|-----------|---------------|--------------|
|           | H         | $L_{(WATER)}$ | $L_{(FIRE)}$ |
| 4"        | 1'-6"     | 1'-0"         | 1'-0"        |
| 6"        | 1'-8"     | 1'-9"         | 1'-9"        |
| 8"        | 2'-4"     | 2'-0"         | 2'-1"        |
| 10"       | 2'-4"     | 2'-4"         | 3'-1"        |
| 12"       | 2'-7"     | 3'-0"         | 4'-0"        |
| 14"       | 2'-10"    | 3'-8"         | 4'-10"       |
| 16"       | 2'-10"    | 4'-9"         | 6'-4"        |
| 18"       | 3'-6"     | 4'-10"        | 6'-5"        |
| 20"       | 3'-10"    | 5'-5"         | 7'-2"        |
| 24"       | 4'-8"     | 6'-2"         | 8'-3"        |

SCALE: NTS



**BUTTRESS FOR DEAD ENDS**

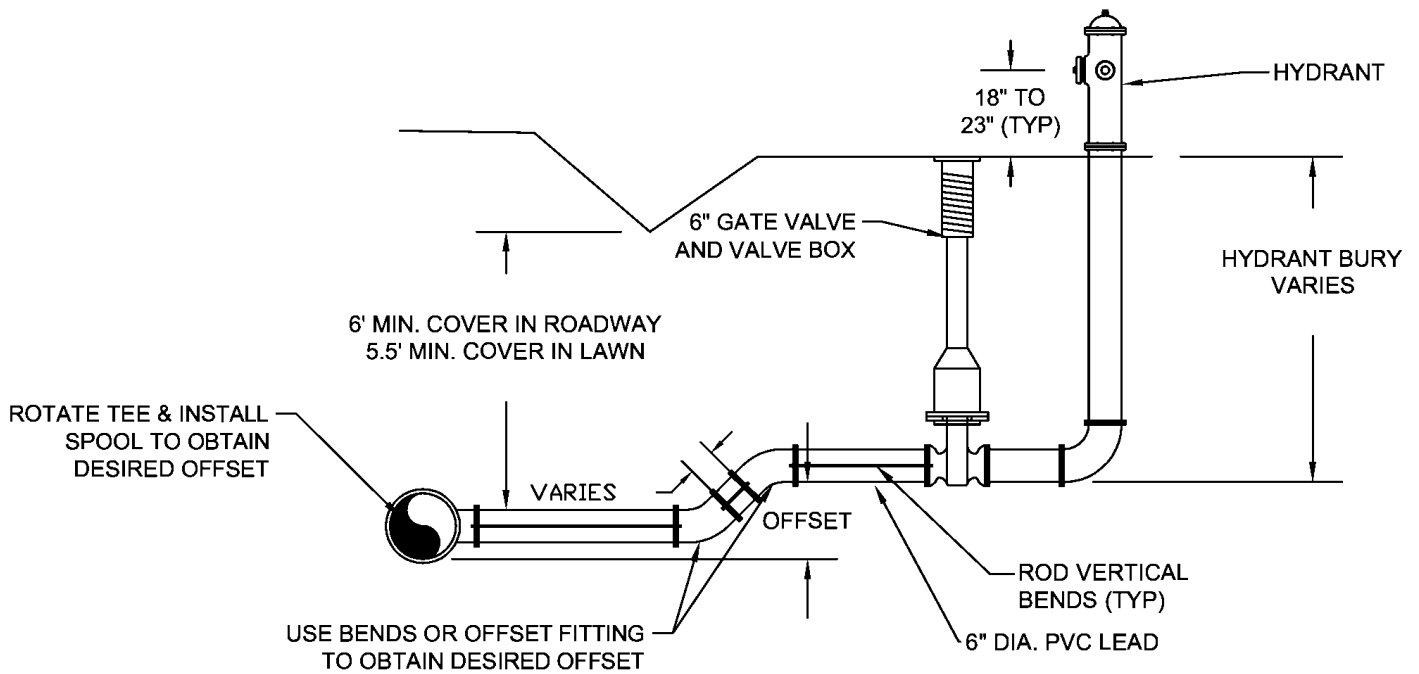
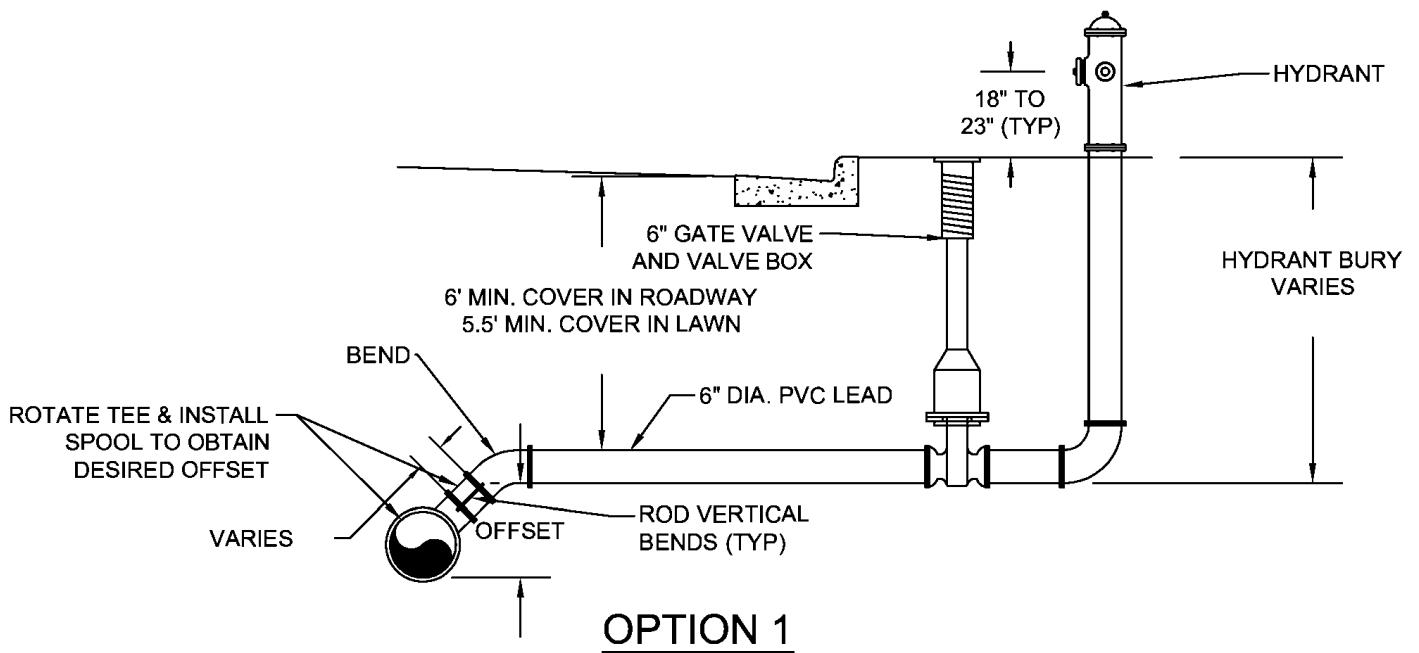
DETAIL: W - 5B

CREATED: 2-5-14

REVISED: 8-4-16

APPROVED BY: MATT FINEOUR





**NOTE:**

1. HYDRANT ASSEMBLY INSTALLATION SHALL BE IN ACCORDANCE WITH THE STANDARD HYDRANT ASSEMBLY DETAIL.
2. REFER TO THE VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION.
3. ALL VERTICAL BENDS SHALL BE RODDED WITH STAINLESS STEEL HARDWARE.



**HYDRANT OFFSETS**

**DETAIL: W - 6**

CREATED: 11-21-12

REVISED: 8-4-16

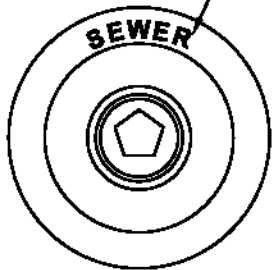
APPROVED BY: MATT FINEOUR



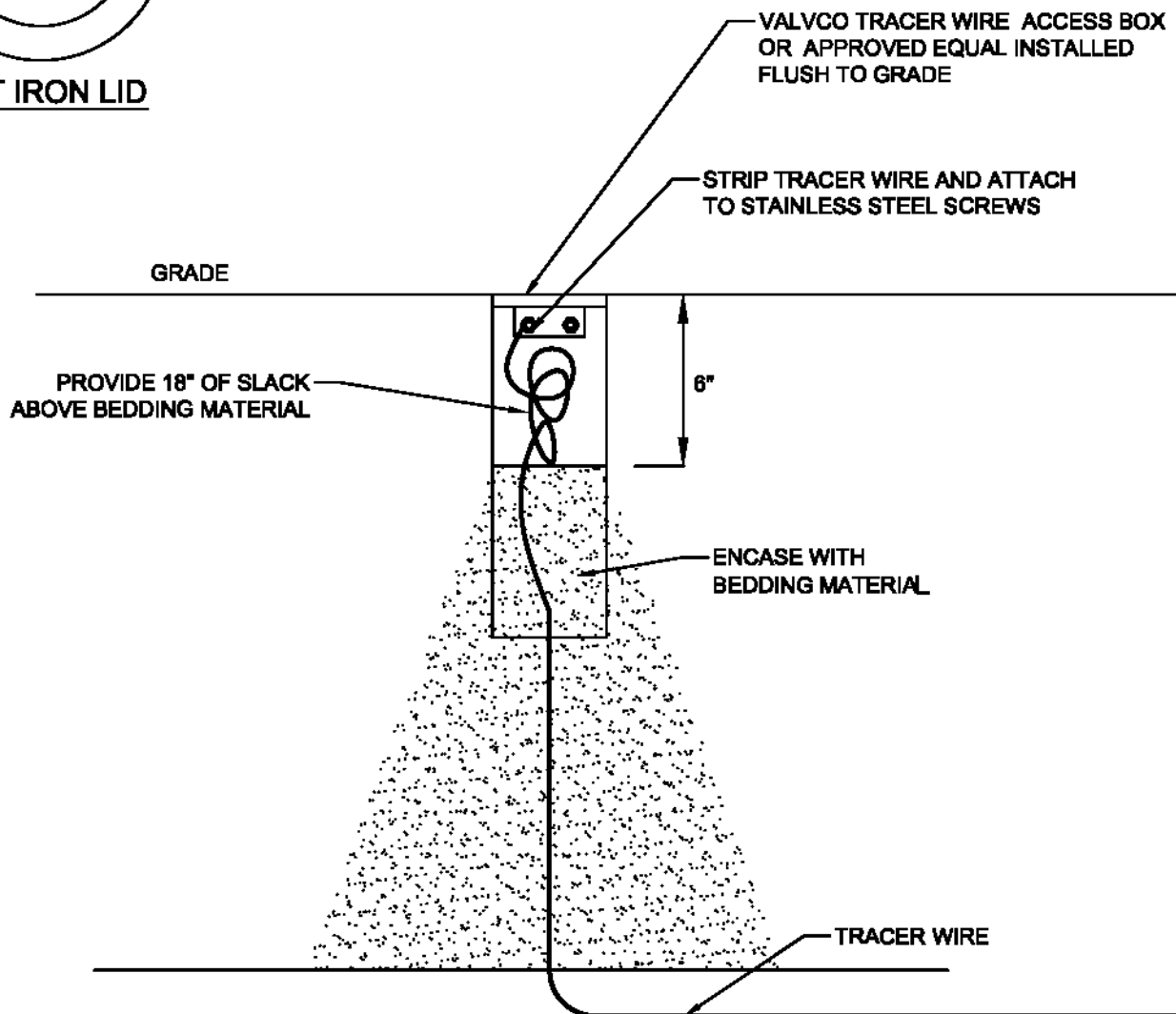
NOTES:

1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR TRACER WIRE.

SANITARY SEWER LIDS SHALL READ "SEWER".  
WATER MAIN LIDS SHALL READ "WATER".  
STORM SEWER LIDS SHALL READ "STORM SEWER".  
FORCE MAIN LIDS SHALL READ "SEWER" AND PAINTED BROWN.  
ELECTRICAL CONDUIT LIDS SHALL READ "ELECTRIC".



CAST IRON LID



SCALE: NTS



**TRACER WIRE ACCESS BOX**

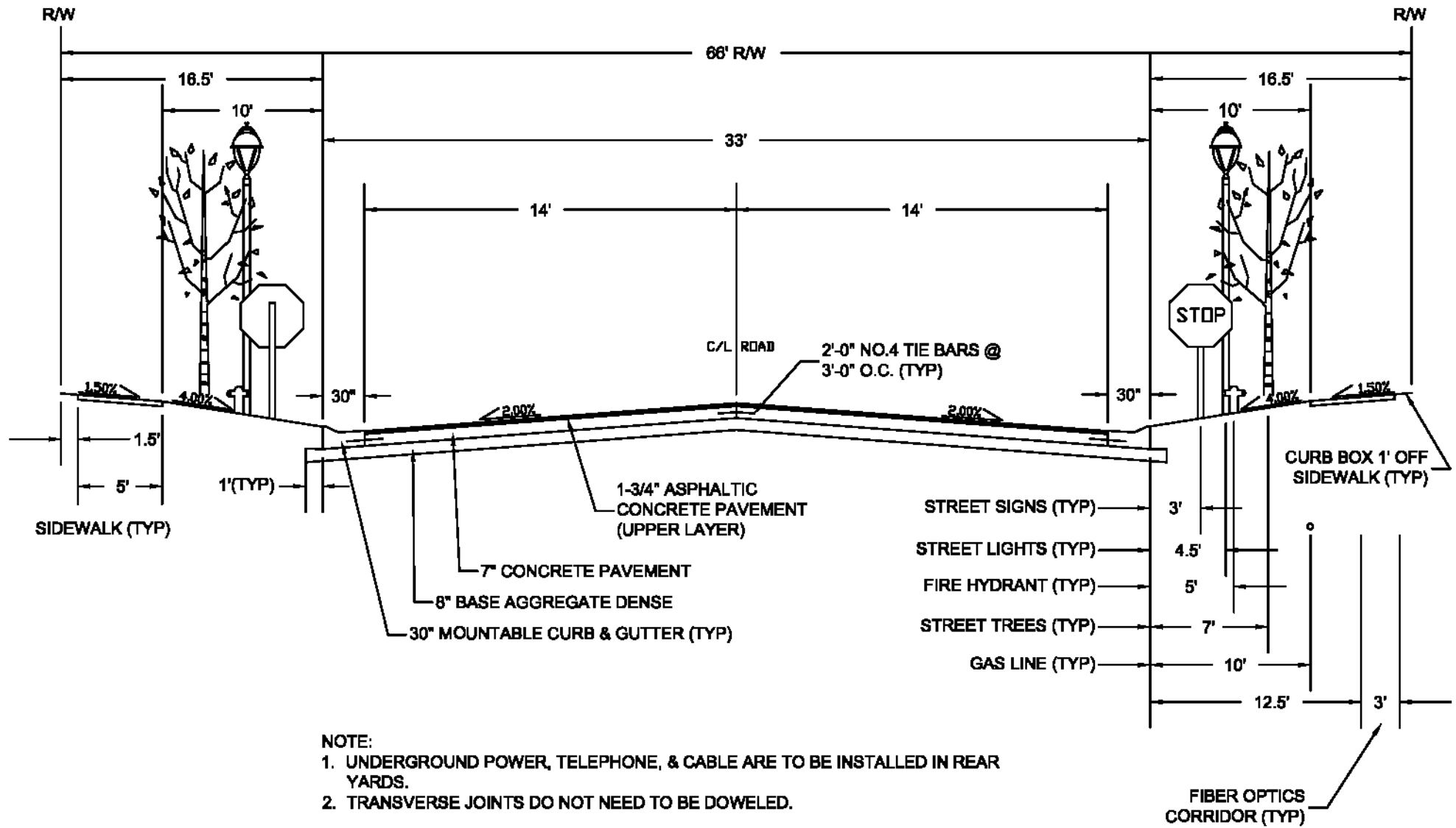
DETAIL: TW - 1

CREATED: 11-06-13

REVISED: 12-3-15

APPROVED BY: MATT FINEOUR





SCALE: NTS

**STANDARD RESIDENTIAL MINOR STREET SECTION**

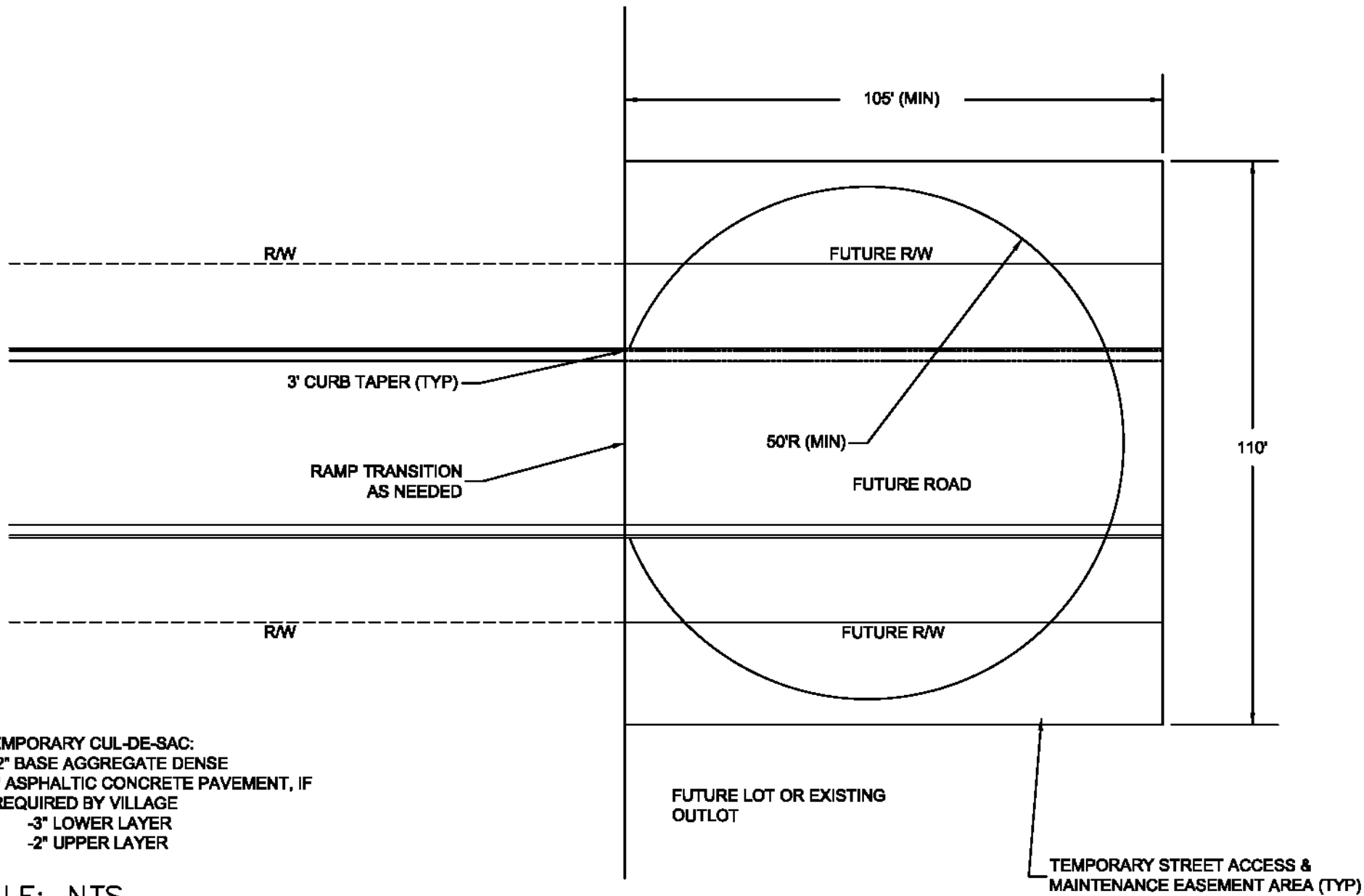
**DETAIL: RD - 1**

CREATED: 11-21-12

REVISED: 12-2-15

APPROVED BY: MATT FINEOUR





**TEMPORARY CUL-DE-SAC TURNAROUND**

**DETAIL: RD - 6**

CREATED: 2-21-14

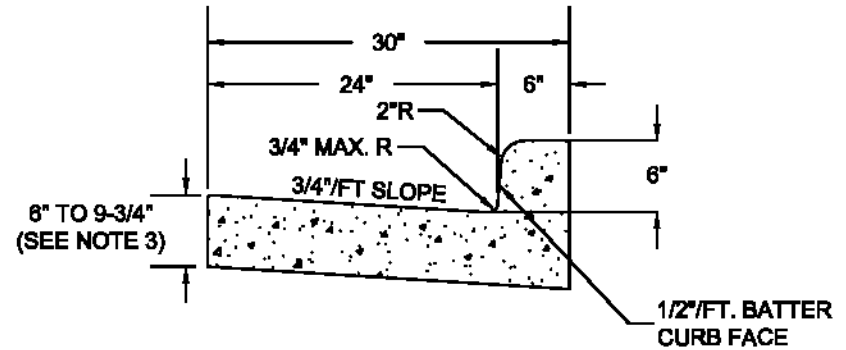
REVISED: 12-1-15

APPROVED BY: MATT FINEOUR

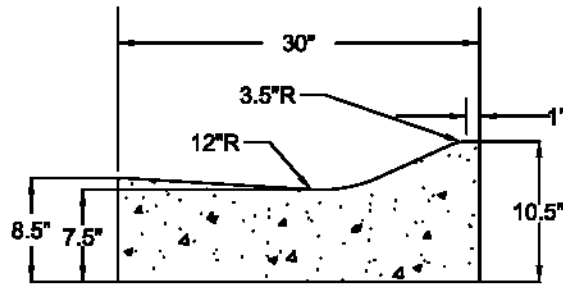


**NOTE:**

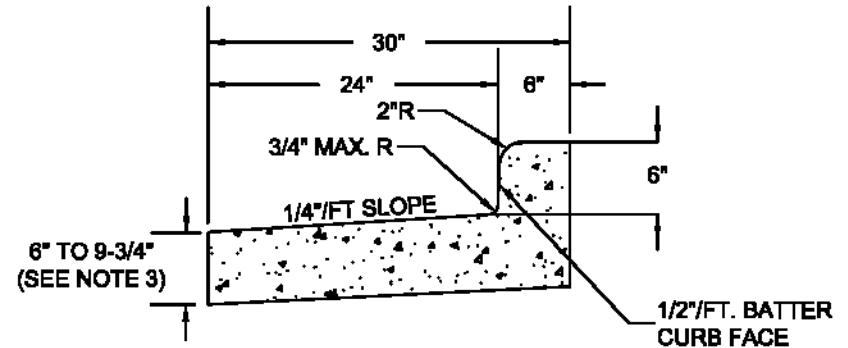
1. DAMAGED CURB / GUTTER SECTIONS SHALL BE REMOVED TO THE NEAREST JOINT.
2. CURB AND GUTTER CONSTRUCTED ADJACENT TO EXISTING CURB AND GUTTER SHALL BE INSTALLED USING TWO (2) NO.4 (1/2-INCH), 18-INCH LONG TIE BARS, EVENLY SPACED, DRIVEN 9-INCHES INTO THE EXISTING CURB AND GUTTER.
3. WHERE ADJACENT PAVEMENT SECTION CONTAINS CONCRETE THE GUTTER THICKNESS SHALL EXTEND TO THE BOTTOM OF THE ADJACENT CONCRETE PAVEMENT.



**30" VERTICAL FACE CURB AND GUTTER**



**30" MOUNTABLE CURB AND GUTTER**



**30" VERTICAL FACE CURB AND GUTTER  
(REVERSE SLOPE GUTTER)**

SCALE: NTS



**STANDARD CURB & GUTTER DETAILS**

DETAIL: RD - 9

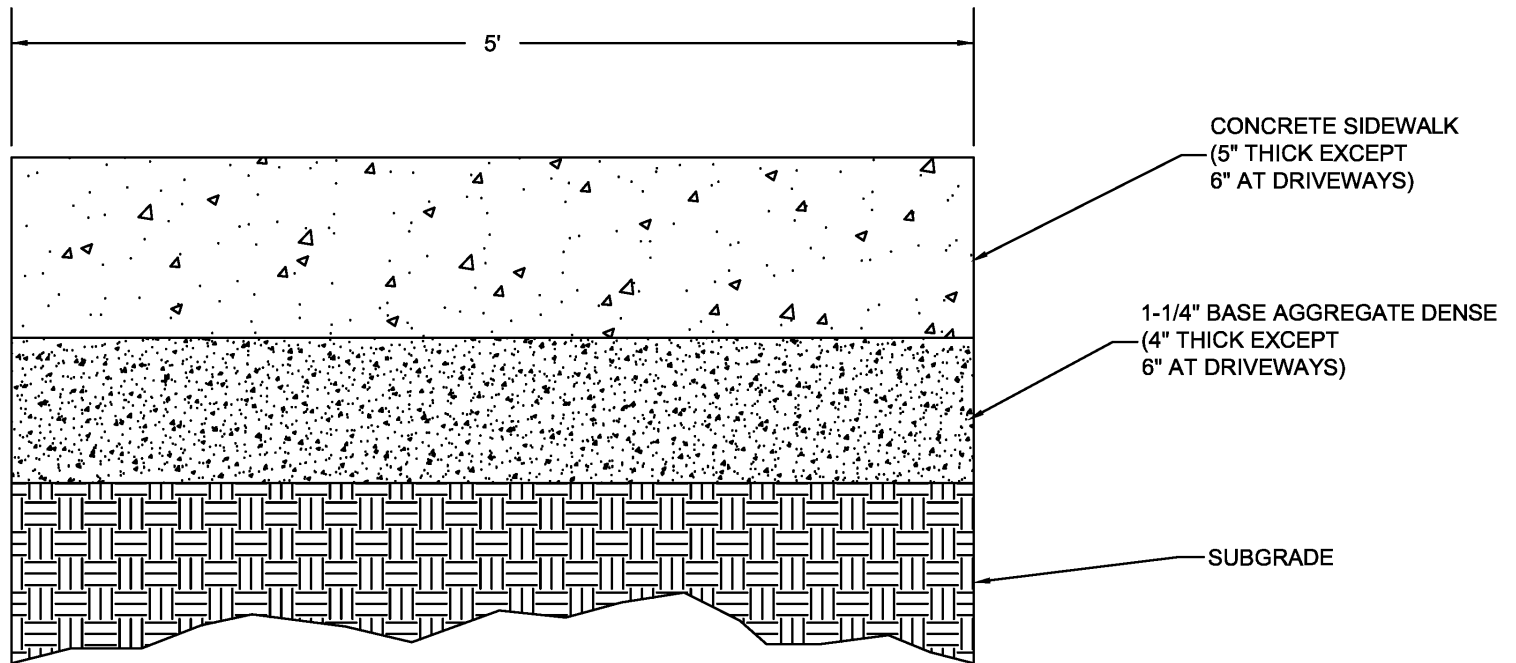
CREATED: 2-7-14

REVISED: 12-1-15

APPROVED BY: MATT FINEOUR







SCALE: NTS



**STANDARD CONCRETE SIDEWALK DETAIL**

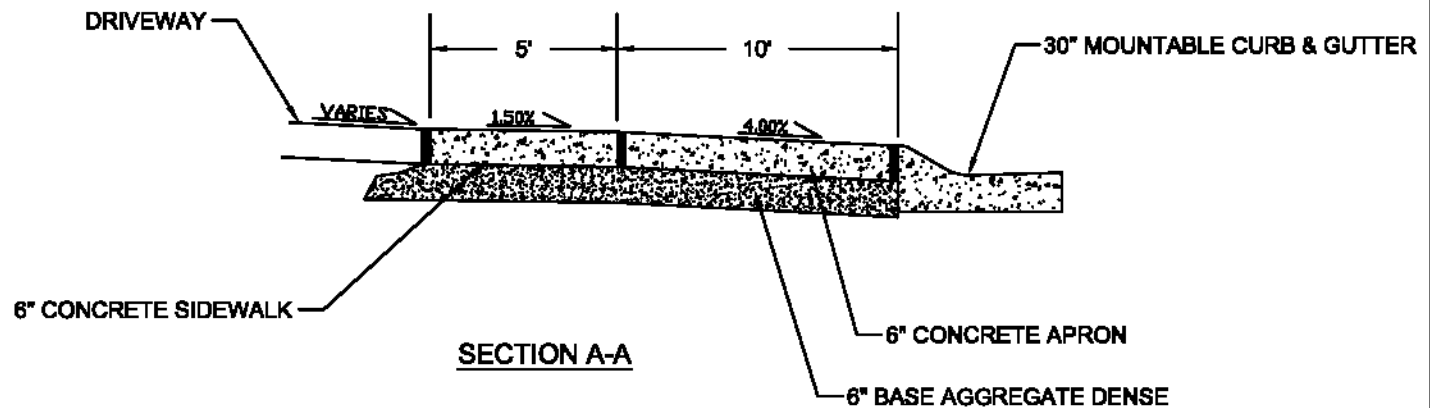
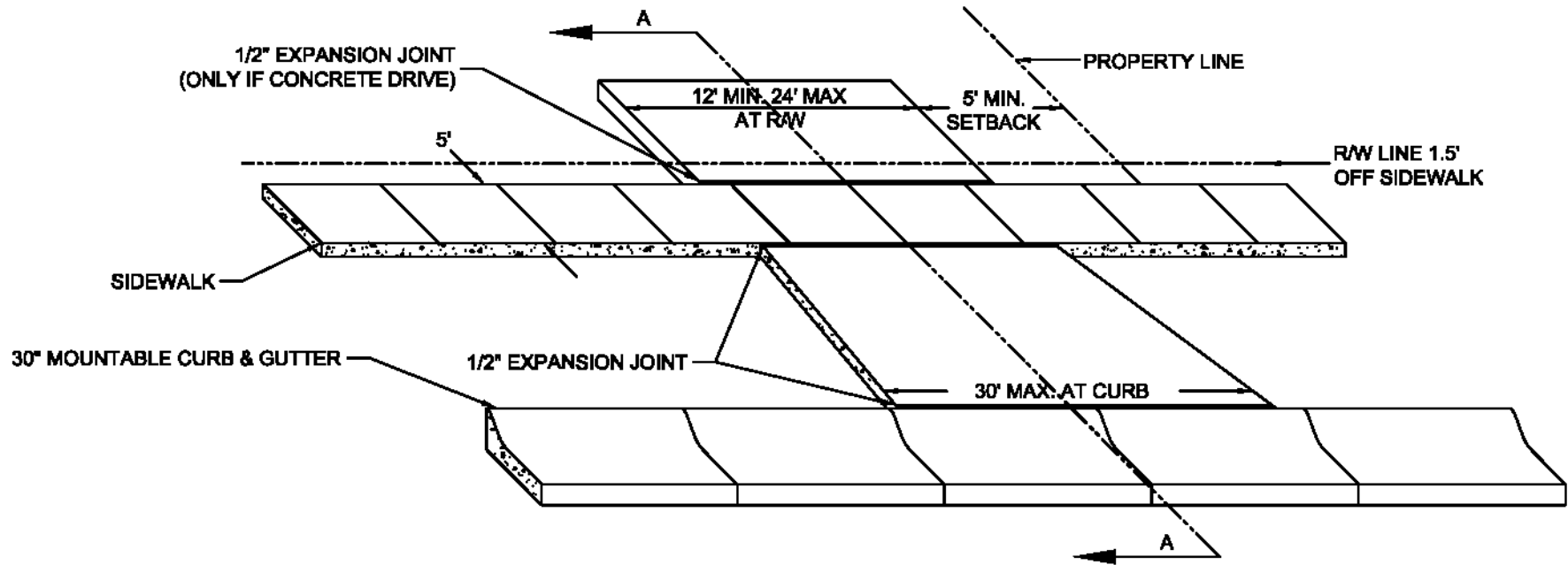
DETAIL: RD - 10

CREATED: 2-11-14

REVISED: 12-1-15

APPROVED BY: MATT FINEOUR





- NOTE:**
1. ALL CONCRETE SIDEWALK SHALL BE 5" THICK EXCEPT FOR AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
  2. ALL SIDEWALK BASE SHALL BE 4" THICK EXCEPT FOR AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
  3. SIDEWALK JOINT SPACING SHALL MATCH ADJACENT SIDEWALK.

SCALE: NTS



## STANDARD CONCRETE DRIVE APPROACH (MOUNTABLE CURB)

DETAIL: RD - 12

CREATED: 2-12-14

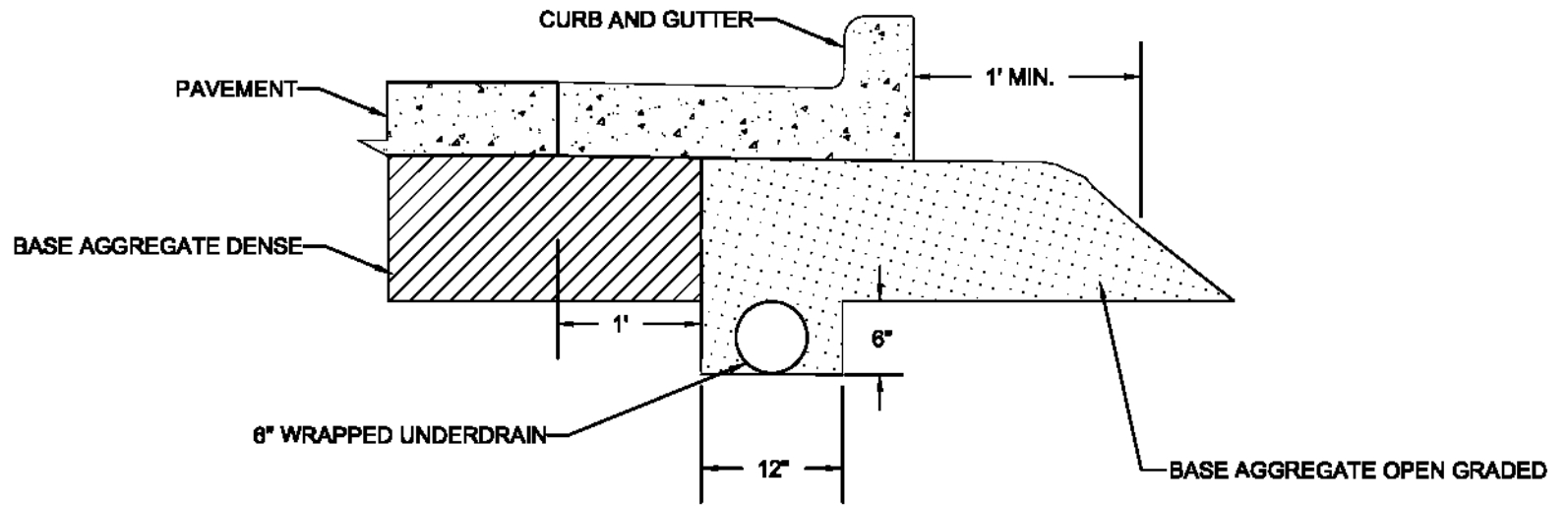
REVISED: 12-1-15

APPROVED BY: MATT FINEOUR



**NOTE:**

- 1. PIPE UNDERDRAIN SHALL BE LAID PARALLEL TO THE GRADE OF THE ROADWAY.



SCALE: NTS



**EDGEDRAIN IN URBAN ROADWAY**

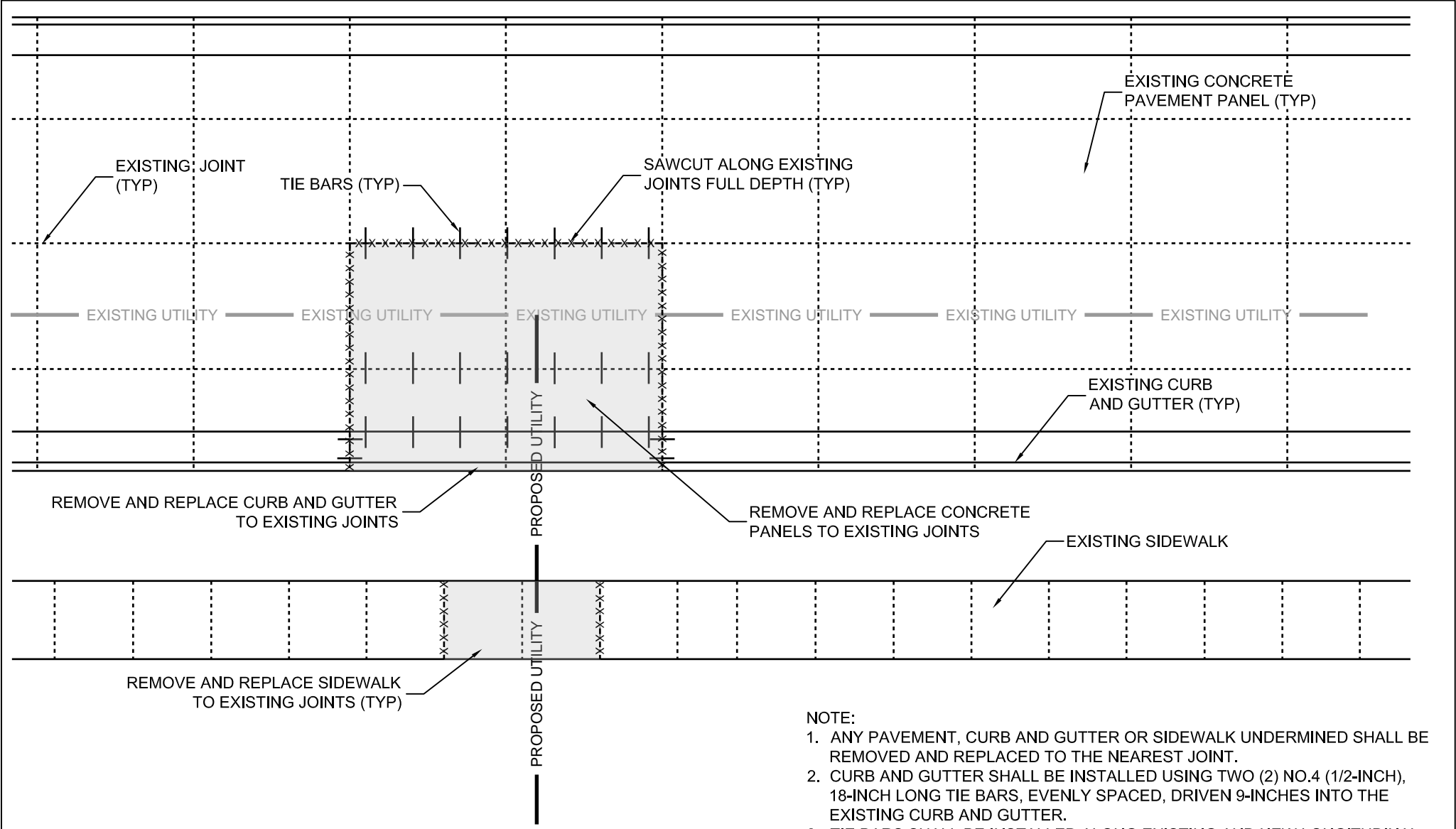
**DETAIL: RD - 14**

CREATED: 2-7-14

REVISED: 12-2-15

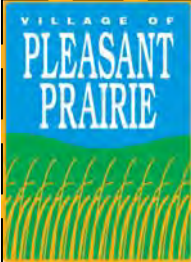
APPROVED BY: MATT FINEOUR





- NOTE:
1. ANY PAVEMENT, CURB AND GUTTER OR SIDEWALK UNDERMINED SHALL BE REMOVED AND REPLACED TO THE NEAREST JOINT.
  2. CURB AND GUTTER SHALL BE INSTALLED USING TWO (2) NO.4 (1/2-INCH), 18-INCH LONG TIE BARS, EVENLY SPACED, DRIVEN 9-INCHES INTO THE EXISTING CURB AND GUTTER.
  3. TIE BARS SHALL BE INSTALLED ALONG EXISTING AND NEW LONGITUDINAL JOINTS. USE NO.4 (1/2-INCH), 24-INCH LONG TIE BARS AT 36-INCH ON CENTER SPACING, DRIVEN 12-INCHES INTO THE EXISTING CURB AND GUTTER.
  4. REFER TO VILLAGE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

SCALE: NTS



## UTILITY PATCH DETAIL ( COMPOSITE AND CONCRETE ROADWAYS )

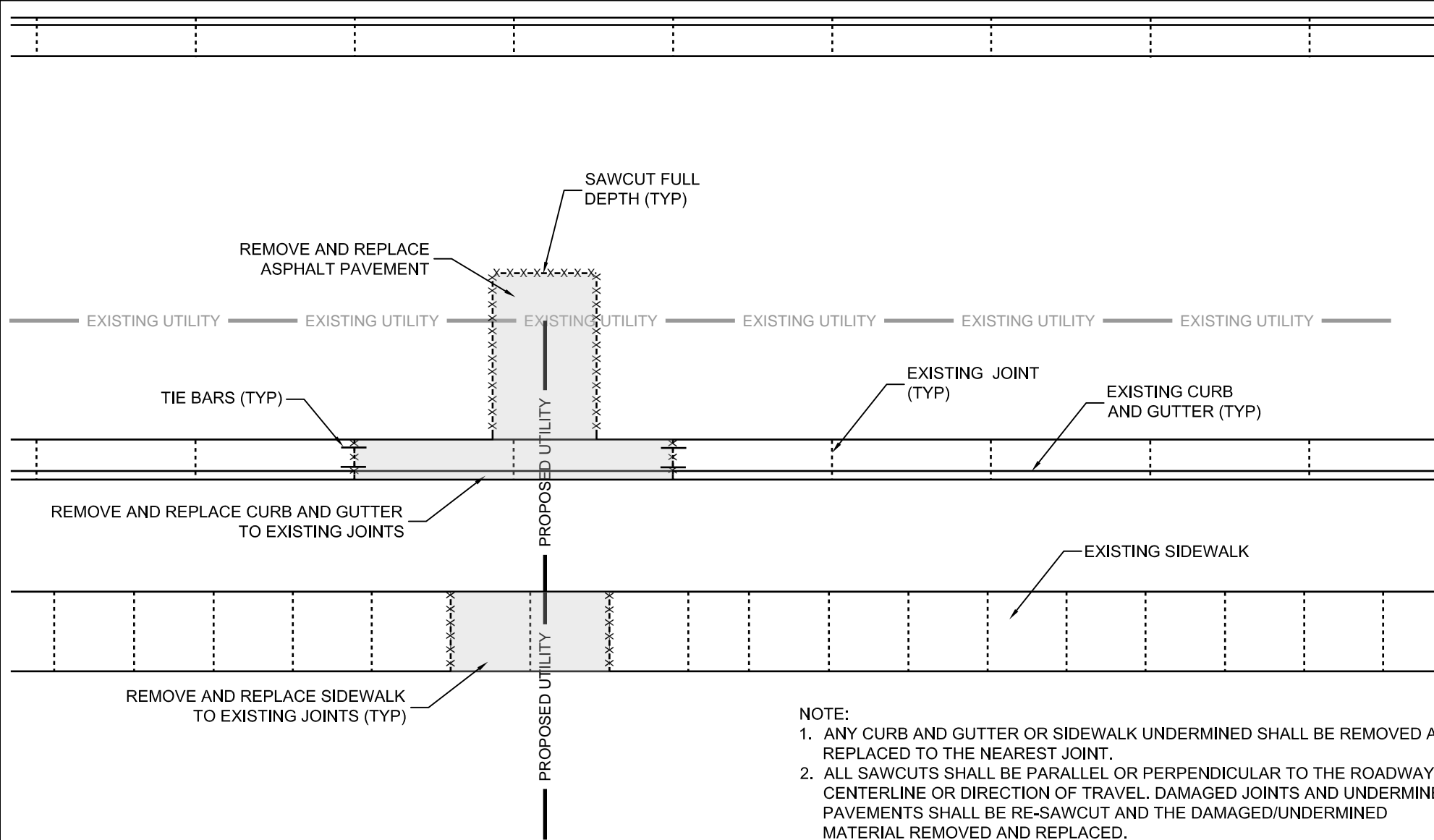
DETAIL: RD - 15

CREATED: 2-10-16

REVISED: 2-10-16

APPROVED BY: MATT FINEOUR





**NOTE:**

1. ANY CURB AND GUTTER OR SIDEWALK UNDERMINED SHALL BE REMOVED AND REPLACED TO THE NEAREST JOINT.
2. ALL SAWCUTS SHALL BE PARALLEL OR PERPENDICULAR TO THE ROADWAY CENTERLINE OR DIRECTION OF TRAVEL. DAMAGED JOINTS AND UNDERMINED PAVEMENTS SHALL BE RE-SAWCUT AND THE DAMAGED/UNDERMINED MATERIAL REMOVED AND REPLACED.
3. CURB AND GUTTER SHALL BE INSTALLED USING TWO (2) NO.4 (1/2-INCH), 18-INCH LONG TIE BARS, EVENLY SPACED, DRIVEN 9-INCHES INTO THE EXISTING CURB AND GUTTER.
4. REFER TO VILLAGE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

SCALE: NTS



**UTILITY PATCH DETAIL ( ASPHALT ROADWAYS)**

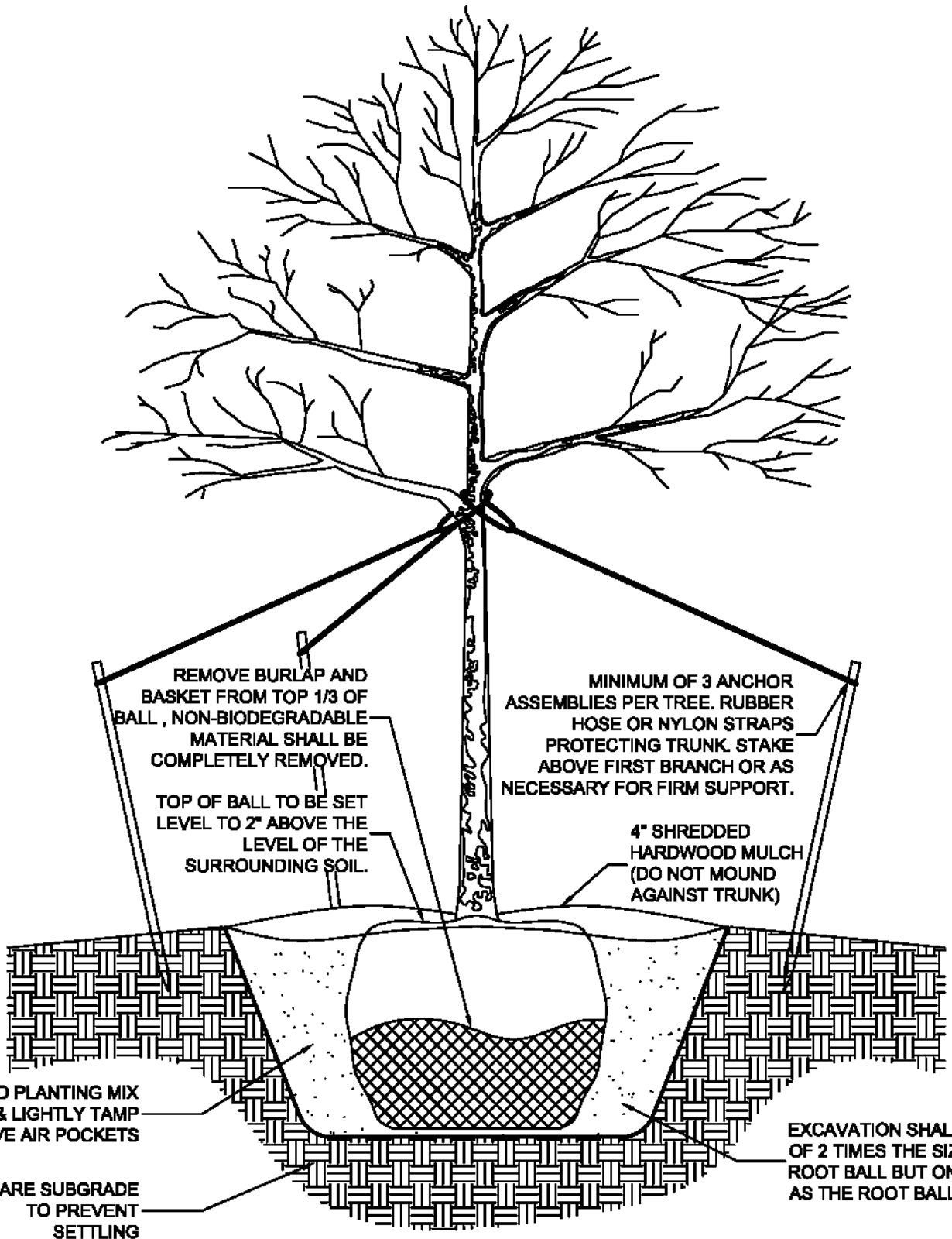
DETAIL: RD - 16

CREATED: 2-10-16

REVISED: 2-10-16

APPROVED BY: MATT FINEOUR





SPECIFIED PLANTING MIX  
WATER & LIGHTLY TAMP  
TO REMOVE AIR POCKETS

PREPARE SUBGRADE  
TO PREVENT  
SETTLING

REMOVE BURLAP AND  
BASKET FROM TOP 1/3 OF  
BALL, NON-BIODEGRADABLE  
MATERIAL SHALL BE  
COMPLETELY REMOVED.  
  
TOP OF BALL TO BE SET  
LEVEL TO 2" ABOVE THE  
LEVEL OF THE  
SURROUNDING SOIL.

MINIMUM OF 3 ANCHOR  
ASSEMBLIES PER TREE. RUBBER  
HOSE OR NYLON STRAPS  
PROTECTING TRUNK. STAKE  
ABOVE FIRST BRANCH OR AS  
NECESSARY FOR FIRM SUPPORT.

4" SHREDDED  
HARDWOOD MULCH  
(DO NOT MOUND  
AGAINST TRUNK)

EXCAVATION SHALL BE A MIN.  
OF 2 TIMES THE SIZE OF THE  
ROOT BALL BUT ONLY AS DEEP  
AS THE ROOT BALL.

SCALE: NTS



**STREET TREE PLANTING DETAIL**

DETAIL: L - 1

CREATED: 11-6-13

REVISED: 11-11-15

APPROVED BY: MATT FINEOUR



## Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director  
From: Sandro Perez, Building Inspection Superintendent  
Subject: River Run at Heritage Valley  
Date: February 9, 2018

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1. Building Inspection Department information:  
Hours: Mon-Fri, 8am-5pm.  
Phone# 262-694-9304  
Email: [buildinginspection@plprairiewi.com](mailto:buildinginspection@plprairiewi.com)
2. All street lighting is recommended to match the surrounding neighborhood, however be LED, 5000K color temperature and “Dark Sky” compliant.
3. All homes to be constructed by the latest WI. Building and MEP codes.





2/21/18  
JST

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVER RUN AT HERITAGE VALLEY**

THIS DECLARATION is made as of Illinois, by U.S. Shelter Homes I LLC, a Illinois limited liability company ("Declarant"), with reference to the following facts and circumstances:

A. The Declarant is the fee owner of certain real property in the Village of Pleasant Prairie, Kenosha County, Wisconsin, ("Village") the legal description which is set forth on Exhibit A attached hereto and made a part hereof by reference which property shall hereafter be referred as a subdivision ("Subdivision").

attach EX.A

B. Declarant desires to establish covenants, conditions and restrictions upon the Subdivision, and each and every portion thereof, which will constitute a general scheme for the management of the Subdivision, and for the use, occupancy and enjoyment thereof, all for the purposes of enhancing and protecting the value, desirability and attractiveness of the Subdivision and enhancing the quality of life within the Subdivision.

C. For purposes of development and marketing control, Developer may develop Subdivision in up to three phases.

THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, occupied and improved, subject to the following easements, restrictions, covenants, and conditions, all of which are declared and agreed to in furtherance of a general plan for the protection, maintenance, improvement, and development of the Subdivision and for the protection and enhancement of the value, desirability and attractiveness of the Subdivision. All provisions of this Declaration are hereby imposed as equitable servitudes upon the Subdivision. All of the easements, restrictions, covenants and conditions set forth in this Declaration shall run with the land and shall be binding on and for the benefit of the Subdivision and all of the parties having or acquiring any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

ARTICLE I  
DEFINITION OF TERMS

Whenever used in this Declaration, the following terms shall have the following meanings:

- (a) *Association*—River Run at Heritage Valley Community Association Inc., a Wisconsin incorporated association, its successors and assigns.
- (b) *Declarant*—U.S. Shelter Homes I LLC, a Illinois limited liability company, its successors and assigns, if such successors and assigns hold title to all, or any portion of, the Subdivision.
- (c) *Member*—Every person or entity who holds a membership in the Association through ownership of a Lot, in accordance with the provisions of this Declaration.

→ ~~with the~~ ~~no. of~~ ~~landscaping required,~~ ~~lighting required .... ?~~  
windows, ~~landscaping required,~~ landscaping required, lighting required .... ?  
too vague p. 10

- (d) *Owner*—Each person and entity holding a record ownership interest in a Lot, including the Declarant. The term “Owner” shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.
- (e) *Lot*—Each buildable parcel shown upon the recorded ~~Map~~ <sup>Plat</sup> of the Subdivision.
- (f) *Outlots* – Each parcel of land shown upon the recorded ~~Map~~ <sup>Plat</sup> of the Subdivision listed as Outlots. Outlots 1 & 4, to be dedicated to the Village; Outlot 2 to be dedicated to the Declarant and Outlot 3 to be dedicated to the Association.
- (g) *Subdivision*—Lots ~~1~~ <sup>Plat</sup> through 45, and Outlots 1, 2 and 3, of River Run at Heritage Valley as shown on the ~~map~~ <sup>Plat</sup> thereof filed \_\_\_\_\_, 20\_\_ as ~~Map~~ <sup>Plat</sup> Document No. \_\_\_\_\_, Kenosha County Records. *at Register of Deeds office.*
- (h) *Subdivision Interest*—The ownership interest held by an “Owner”, as defined above.
- (i) *Residence* – The home built upon a Lot in the Subdivision.

ARTICLE II  
PROPERTY RIGHTS, RIGHTS OF ENJOYMENT & EASEMENTS

1. LOT OWNERSHIP: EXCLUSIVE EASEMENTS. The ownership of each Lot within the Subdivision shall include one Lot and all rights incidental thereto, and any exclusive easement or easements appurtenant to such Lot as described in the deed to such Lot or on the ~~Map~~ <sup>Plat</sup> for such Subdivision.
2. NON-EXCLUSIVE EASEMENTS OF ENJOYMENT. Each Owner shall have a non-exclusive easement of use and enjoyment to Outlot 2 of the Association as further set forth herein and as set forth in the By-Laws of the Association.
3. EASEMENTS GRANTED BY ASSOCIATION. Declarant, and from and after its formation, the Association, shall have full rights to grant easements and rights-of-way in, on, over and under the Subdivision for drainage, utilities, public sewers, water systems and any other similar public or quasi-public improvement or facilities, until such time as Declarant is no longer involved, at which time the Association shall continue to retain such rights. No such easement may be granted if the same would interfere with the use, occupancy or enjoyment by any Owner of their Residence constructed upon their Lot.
4. CERTAIN EASEMENTS AND RIGHTS RESERVED TO DECLARANT.
  - (a) *Utilities*. Easements over the Subdivision for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer mains, storm sewer mains and drainage facilities, water mains, hydrants, landscape easements, vision triangles, monument signs and street lights as are needed to service the Subdivision and each of the Lots contained therein, are hereby reserved by Declarant together with the right to grant and transfer the same; provided, however, such easements shall not unreasonably interfere

with the use and enjoyment by the Owners of the residences constructed on their respective Lots.

(b) *Construction and Sales.* There is hereby reserved to Declarant, together with the right to grant and transfer the same to Declarant's sales agents and representatives and prospective purchasers of Lots, over the Subdivision as the same may from time to time exist, easements for construction, display, maintenance, sales and exhibit purposes in connection with the erection and sale or lease of residences within the Subdivision; provided, however, that such use shall not be for a period beyond the sale by Declarant of all Lots within the Subdivision, and provided further that no such use by Declarant and others shall otherwise unreasonably restrict the Owners in the reasonable use and enjoyment of their respective Lots. Placement of a Residence to be used for such marketing and display purposes shall be an option of Declarant only subject to approval by the Village, and will require a Conditional Use Permit.

(c) *Cable Television.* There is hereby reserved in Declarant over the Subdivision, together with the right to grant and transfer the same, the right to place on, under or across the Subdivision transmission lines and other facilities for a cable television system and thereafter to own and convey such lines and facilities and the right to enter upon the Subdivision to service, maintain, repair, reconstruct and replace said lines or facilities; provided, however, that the exercise of such rights shall not unreasonably interfere with any Owner's reasonable use and enjoyment of their Lot. Nothing contained herein shall be construed to create an obligation of Declarant to install such cable system.

(d) *Access and Maintenance Easement Lots 3 and 4.* There is hereby reserved and granted, to the Declarant and Village, a <sup>15</sup> foot Dedicated Easement for <sup>Access and Maintenance</sup> of the sanitary sewer which is located along the south one hundred and forty one feet (141) of lot and the south one hundred forty two and 42 tenths feet (144.42) of lot 3. There shall be a parallel 15 foot temporary Dedicated Easement along the property on the south side of the Lot 3 and 4 <sup>Access and Maintenance Easement</sup>. Once the adjacent lots are platted, then the temporary easement shall be replaced with a permanent Dedicated 15 foot Easement along the north side of the adjacent lots (currently lots 22 and 23).

(e) *Access and Maintenance Easement over all Storm sewer mains and drainage facilities and Water Drainage Areas (a "Water Drainage Area" is an area which is causing a problem or restriction for the Master Drainage Plans proper drainage expectation).* Declarant shall grade the sub-grade of each Phase of development to meet the Master Grading Plan. Should the Declarant build the home upon a lot, the Declarant shall spread topsoil upon that lot to meet the grades of the master grading plan, with-in reasonable tolerances. Should a third party purchase the lot, they shall be responsible for maintaining and establishing the grading to meet the Master Grading Plan. There is hereby reserved and granted, to the Association, the Village and the Declarant a Dedicated Easement for Access and Maintenance of all Storm water easement and Drainage Areas. While the Declarant is establishing the grading and owns the lots the Declarant shall establish and maintain the proper grades for drainage. Upon sale of a lot to a third party the third party shall maintain, at its expense, the proper drainage. The Owner of each lot shall be responsible to maintain

Dedicated Sanitary Sewer

Sanitary Sewer, Access and Maintenance

Use same terminology as the Plat<sup>3</sup> to avoid confusion

?  
}

- Storm water retention basin obligation and costs?

the grade, on thier lot, in accordance with the Master Grading Plan and insure the drainage is flowing according to the plan. Should there be a blockage, change of grade or issue related to the proper storm water flow, the Association or the Village may repair the problem and bill the Owner for their actions.

- (f) Monuments and Sign Easements and Landscaping in Right of Way (Parkway Areas). There is hereby reserved to Declarant and Association a Monument and Sign Easement upon Outlot 3. The Easement shall run South fifty feet (50) feet from the Northwest corner of lot 38 and then westerly fifty feet (50) then back north to the lot line of Outlot 2. No landscaping of any kind may be installed into the Right of Way area adjacent to a lot by the Owner or Association without the written approval of the Village. The Owners have the full responsibility to maintain mow, water and care for the trees within the Parkway areas.

Use same terminology as on plat

street terrace

### ARTICLE III USE RESTRICTIONS

1. RESIDENTIAL USE. Lots shall be used for single family residential purposes which may include a licensed home based business as allowed by the Village, provided, however, that for a period of ten (10) years from and after the date of recordation of this Declaration or the date by which all Lots have been sold by Declarant, whichever occurs first, Lots owned by Declarant may be used by Declarant or its designees as models, sales offices, and construction offices for the purpose of developing, improving, and selling lots in the Subdivision, subject to approval by the Village. Nothing in this Declaration shall prevent an Owner from leasing or renting their Lot, provided, however, any lessee or renter thereof shall abide by and be subject to all the provisions of this Declaration.

Village will typically allow models for 2-4 years not 10

2. OWNER MAINTENANCE OF INDIVIDUAL LOTS. Each Owner shall be responsible for the maintenance and repair of all the improvements to their Lot, including any residential structure, parking facilities and landscaping thereon. Each Owner shall maintain the exterior paint or other finish on any improvements constructed on their Lot in good condition and repair. Colors used for repainting and maintaining the exterior of each Residence shall be similar to other Residences within the Subdivision, no bright primary or garish colors shall be used.

3. RESIDENCES. All Residences shall be standard single family housing structures with permanent foundations and a minimum floor area (including walls and partitions) of no less than 1,600 square feet for living purposes, not including garage, porches, roof overhangs or outbuildings or other unattached structures.

4. OUTBUILDINGS. One small (not to exceed 120 square feet) maintenance shed, of similar materials and the same colors of the Residence and subject to architectural control standards established by the Architectural Committee hereinafter referred to, is permitted in the rear one quarter of the rear yard of each lot provided it is not located in any easement and not abutting any Street Right of Way.

What materials? Similar to house?  
 sided & shingled similar to house?  
 Metal shed? Provide restrictive details.

5. TEMPORARY STRUCTURES. No mobile home or trailer shall be located on or at any Lot for any period of time exceeding 72 hours unless approved by the Architectural Control Committee. For example, no mobile home or trailer shall be permanently parked in a driveway for temporary living quarters, guest house unit or storage unit unless first approved by the Architectural Control Committee.

RV ?  
max. # of days ?

?

6. ACCESSORY STRUCTURES MOUNTED ON THE RESIDENCE. One accessory structure such as a satellite dish or antenna shall allowed on the residence located on the roof at the rear one quarter of the home and not exceed a height of three feet above the highest point of the roof ridge unless the Architectural Committee first approves and the Village allows said accessory structure. When possible the preference is to maintain television or radio antennae within completely enclosed portions of their Residence or on the Residence, provided such television or radio antennae is not visible from the street in front of the Residence. The Architectural Committee can review applications for additional accessory structures or alternative locations and can either approve or reject additional accessory structures or alternate locations.

7. ← OFFENSIVE CONDUCT; NUISANCES. No noxious or offensive activities, including, without limitation, the repair of automobiles or other motorized vehicles, shall be carried on, upon or within the Subdivision or any Lot contained therein, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents of the Subdivision, or which shall in any way interfere with the quiet enjoyment of occupants of the Lots. Motorcycles and other two-wheel motorized vehicles shall be strictly limited to essential operations such as transportation to and from work. Any action such as excess noise, speed, or the action of revving up engines or speeding up and down adjacent roads shall constitute a violation of this covenant. Go-carts, racing cars, snowmobiles and other such type vehicles shall not be operated in the Subdivision, on any of the Lots or Outlots contained therein, or on any streets and roads adjacent thereto. Large commercial advertising vans, box trucks shall not be allowed to permanently park in the driveways.

←

8. 7. SIGNS. Temporary signs not to exceed nine (9) square feet may be installed on a lot by the Owner thereof. Declarant shall have the right to display to the public from any Lot, except at such times as may be used by the Declarant or its designees for the purpose of developing, selling and improving Lots within the Subdivision. Notwithstanding the foregoing, one sign of customary and reasonable dimensions advertising a Lot for sale or for rent may be placed within each Lot by the Owner thereof. Additional signs as allowed or permitted by the Village will be allowed.

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9. 8. TRASH DISPOSAL. Trash, garbage, or other wastes shall be kept only in sanitary containers and no Lot shall be used as a dumping ground for rubbish. Trash and garbage cans must be removed from the street within 24 hours of the trash or garbage pickup and stored outside of public view or inside a structure.

10. 9. ANIMALS. Up to four licensed dogs or cats may be kept at a Residence. No livestock including but not limited to pigs, chickens and other barnyard animals may be kept on the premises.

Fence Restrictions ?  
Pool Restrictions ?


10. WATER USE. Municipal water only shall be used for domestic purposes including household, formal landscaping, garden and drinking water.

11. LOT SPLIT. No Lot shall be subdivided into smaller parcels.

12. DRAINAGE OBLIGATIONS. Each Owner agrees for themselves, their heirs, assigns, vendees and successors in interest, that they will either refrain from any change or interference with the established master drainage pattern over their Lot from adjoining or other Lots in the Subdivision no changes, alterations or modifications of any sort shall be allowed without the approval of the Village. For purposes hereof, established drainage is defined as the drainage pattern established at the time of the overall grading of the Subdivision is completed.

*inspected and approved by the Village.*

13. VEGETATION AND LANDSCAPING. All Lots shall be maintained as neatly as possible to achieve an atmosphere with as much vegetation remaining as possible to achieve a natural barrier between adjoining Lots and buildings. No healthy trees shall be removed other than for building sites and view. Each Owner of a Lot, upon conveyance of said lot to Owner, shall keep all shrubs, trees, grass and plantings of every kind on their Lot, including planted public areas between sidewalks and the street curb that are adjacent to Owners lot, if any, neatly trimmed, properly cultivated and watered, and free of trash, weeds and other unsightly material and shall keep that portion of any perimeter wall, if any, located in their Lot in good repair.

14. OUTSIDE DRYING AND LAUNDERING.  No permanent exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes on balconies, patios, porches or other areas.

15. GROUND MOUNTED ANTENNAE. EXTERNAL FIXTURES, ETC. No television or radio poles, antennae, clotheslines, or other external fixtures other than those approved by the Architectural Committee, and any replacements thereof, shall be constructed, erected or maintained on or within any Lot, including any structures thereon. No wiring, insulation, air conditioning or other machinery or equipment other than approved by the Architectural Committee, and any replacement thereof, shall be constructed, erected or maintained on or within the Lot, including any structure thereon. Each Owner shall have the right to maintain one television, satellite or radio antennae as provided in Section 7.

#### ARTICLE IV ASSOCIATION AND COMMUNITY PROPERTY MAINTENANCE

1. ASSOCIATION. Each Owner shall automatically become a member of the River Run at Heritage Valley Community Association Inc., upon its formation pursuant to Section 2 of this Article IV. Each Owner shall remain a member of the Association until such time as their ownership ceases for any reason, at which time their membership in the Association shall automatically cease. Individuals who jointly own a single Lot shall together be considered a single member of the Association for purposes of this Declaration, although they shall be jointly and severally liable for compliance with the terms of this Declaration.

2. **FORMATION.** The Association shall be formed in accordance with the Declaration of Covenants, Conditions and Restrictions for River Run at Heritage Valley, and the Bylaws of River Run at Heritage Valley Community Association Inc. (Attached hereto as Exhibit A) River Run at Heritage Valley Community Association Inc., shall be formed as a Wisconsin incorporated association, organized under the Wisconsin Nonstock corporation Laws, to serve as the association of Owners of Lots in River Run at Heritage Valley subdivision in Pleasant Prairie, Kenosha County Wisconsin, and all subsequent additions to said subdivision. The provisions of the Declaration of Covenants, Conditions and Restrictions and the By-Laws both for River Run at Heritage Valley shall apply to the Subdivision and to the use and occupancy of the Subdivision and Lots. The first meeting of the Association shall be held no sooner than thirty (30) days after 75% of the Lots in the Subdivision have been sold, exchanged or conveyed by Declarant ("Transfer Date"). After such time, as determined by Declarant, Declarant shall initiate the first annual meeting of the Association for the purpose of turning over the Association to the Home Owners. Declarant shall provide notices as well as the agenda, financial statements and budgets.

3. **MAINTENANCE PRIOR TO FIRST MEETING.** Until such time as the Association conducts its first meeting as above set forth and pursuant to the By-Laws hereinafter set forth, the Owner or Owners of each Lot shall be responsible for the upkeep and maintenance of their own Lots as called for by this Declaration and the Declarant shall be responsible for the common area referred to as outlot 3 which area will all be deeded to the Association for the common benefit of all Lot Owners at the time 75% of all Lots are sold, exchanged or conveyed by Declarant. Expenses incurred by the Declarant with respect to maintenance and improvement of outlot 3 prior to conveyance of same to the Association shall be allocated to the Owner or Owners of each Lot in the Subdivision in the same proportion as each Lot bears to the total number of Lots in the Subdivision. For purposes of illustration and not limitation such maintenance expense shall include maintenance, repair, replacement or other work with respect to any improvements, facilities or equipment incidental to any facilities or improvements, placed or maintained on said outlots or non-exclusive easements for the benefit of each Lot Owner including without limitation perimeter fencing, entry standards, landscaping, sewers and any other equipment or facilities used in connection with such maintenance such as wells, detention areas, wetlands or any utilities used in connection with same. After conveyance of said outlot 3 to the Association the Association shall assume responsibility for same.

4. **DUTIES AND POWERS OF THE ASSOCIATION.** The Association shall be authorized to prosecute in any proceeding at law or equity any violation or attempted violation of the Declaration, including, without limitation, the right to seek injunctive or other equitable relief or to recover damages or both. In any litigation or other proceeding arising out of this Declaration (whether such proceeding or litigation is brought by the Association, the Declarant or an individual Lot Owner or Owners), all costs and reasonable attorneys' fees may be made a part of the judgment of the court. Nothing contained herein shall be construed to limit the rights and remedies to which any Owner is entitled as a result of a breach of any provision of this Declaration. The Association, acting pursuant to its By-Laws, shall take all actions necessary for the preservation and protection of the Subdivision. Such preservation and protection of the Subdivision shall include all items of maintenance described in Paragraph 3 above. The Association, after its formation, shall incur expenses for maintenance of common areas and outlot 3 as well as paying the power bills for the street lighting within the Subdivision (pursuant to Paragraph 5 below).

5. PUBLIC STREET LIGHT ELECTRICITY BILLING AND MAINTENANCE. The Association shall pay the WE Energies monthly billing to the Village for the electricity and maintenance of the street lights.

*lot owners and collectively*

6. PUBLIC STREET TREE AND ~~PARKWAY~~ MAINTENANCE. The Association shall maintain the parkway and the trees planted that are adjacent to the Outlot 3. The Owners shall be responsible for the replacement and maintenance of the street trees and maintenance of the ~~easement~~ areas adjacent to their Lot. An Owner may not change any plantings within the Right of way adjacent to their Lot, unless they receive a permit from the Village to make changes.

*Street Terrace Terrace (Parkway)*

*Street terrace*

*approval*

*street trees public street right-of-way*

7. STORM WATER AND ASSOCIATION OBLIGATIONS Each Owner agrees for themselves, their heirs, assigns, vendees and successors in interest, that they will either refrain from any change or interference with the established master drainage pattern over their Lot from adjoining or other Lots in the Subdivision no changes, alterations or modifications of any sort shall be allowed without the approval of the Village For purposes hereof, established drainage is defined as the drainage pattern established at the time of the overall grading of the Subdivision is completed.

8. ASSOCIATION BY-LAWS. The By-Laws are included herein and attached hereto as Exhibit (A).

*Exhibit B A is the legal description of phase 1 - nine lots?*

*how many copies? what format? to whom?*

ARTICLE V  
ARCHITECTURAL CONTROL

1. ARCHITECTURAL RESTRICTIONS. No building, fence, berm, wall or other structures shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. All requests made to the Architectural Committee shall be addressed in a reasonably prompt manner. *how many days?*

2. APPOINTMENT OF ARCHITECTURAL COMMITTEE. Declarant shall appoint all of the original members of the Architectural Committee and all replacements until the later of the date set forth in Section 2 of Article IV or the Declarant no longer owns any Lots in the Subdivision and shall consist of three (3) members. Thereafter, the governing board of the Association shall have the power to appoint all the members of the Architectural Committee. If the governing board fails to appoint members of the Architectural Committee, for any reason (including the failure of the Association to be organized), then no plans and specifications need to be submitted for approval



pursuant to this Article V until such members are appointed. No plans or specifications for improvements, which are commenced or for which a building permit has been issued after the date set forth in Section 2 of Article IV and before the Association has appointed the member of the Architectural Committee, are subject to the approval of the Architectural Committee. Members appointed by the governing board of the Association shall be Owners of the Lots. Members appointed by the Declarant need not be members of the Association. The Architectural Committee shall follow the provisions for committees within the Bylaws of the Association.

3. ARCHITECTURAL STANDARDS. All Lot improvements in the Subdivision shall be so constructed as will protect against depreciation of property values and shall be so constructed as to guard against an excess of similar architectural styles so as to avoid housing monotony, to promote and obtain harmonious color schemes, to insure appropriate development of Lots and encourage the construction of attractive, substantial homes with appropriate locations within the Lot boundaries, to encourage secure and maintain attractive and harmonious landscaping, to provide adequately for high quality improvements and enhance the value of investments made by the purchasers of Lots. All Residences shall be standard single family housing structures with permanent basement foundations and a minimum floor area (including walls and partitions) of no less than 1,600 square feet for living purposes, not including garage, porches, roof overhangs or outbuildings or other unattached structures. The Residences shall include both ranch style homes and two story homes, some of the two story homes shall include the master bedroom suites on the first floor. The architecture of the Residences shall generally be designed to include current market demands and not to conflict with the architectural style and building materials similar to the existing homes in Heritage Valley. The architecture shall be primarily traditional style and shall be interesting and varied using details typical of traditional, craftsman, colonial and prairie style elements for the exterior of the buildings including variations of roof line including gables and hip roofs provided that the roof pitch not be less than 6/12. Colors and materials shall be varied but compatible with the existing homes and shall include low maintenance asphalt shingles. Metal accent roofing is allowed over projecting windows or bays, porches or on accent roofing areas. Wood or composite wood trim shall be located at the exterior side of all windows, doors and corners of the home, unless a masonry type exterior cladding is used. When a front masonry elevation ends at a corner the same masonry material shall wrap the corner to the side elevation by at least 2 feet. Exterior elevations shall be created using a variety of natural products such as stone, brick, cedar trim, shutters, box or bay windows, accent materials such as vertical siding, shake shingle look or other variations for various accent walls. No Lots shall be used for the storage of material or the conduct of any activity which would compromise the collective good of the Subdivision Lot Owners. All Village of Pleasant Prairie Land Division and Development Control Ordinances and Zoning Ordinance requirements shall be observed including all required setbacks. Minimum square footage set forth for homes shall not include garages, porches or basements. No below grade area shall be considered in determining square footage. Each home shall be served with no less than an attached two-car garage and no garage shall be used as a temporary or permanent residential structure or business. All garages shall be connected to the road by proper hard surface (not compacted gravel) driveway, within one year of occupancy of the residence. Only below grade pools, which comply with all Village requirements, setbacks and fencing may be allowed. Fencing shall be as uniform as possible for a consistent Subdivision appearance, the fencing allowed shall be a maximum of six (6) feet high and shall not be chain-link style fencing. Fencing may be located at the rear of the Residence only and no closer to the road than the rear

how many does it matter?

corner of the Residence or up to the rear ¼ of the garage (at garage side yard) for the purposes of encompassing a side yard service door or garage service door. Fences located within Street Yards, are restricted to four feet in height. Electric fences, buried under ground are permitted. Landscaping requirements shall include seeded or sodded yards within the first growing season after move-in and front foundation plantings shall comprise at least fifty (50) per cent of the front of the homes foundation and have no less than a Three Thousand dollar value (\$3,000).

4. MAIL BOXES. Mail boxes shall be four unit gang mail boxes mounted on a post behind the curb. Declarant will select locations for mounting each gang of mail boxes. The mail box shall be attractive but simple so that replacement when needed can remain uniform.

#### ARTICLE VI TERM OF DECLARATION OF COVENANTS

This Declaration shall run with the land, and shall continue in full force for a period of thirty (30) years from and after the date of this Declaration. Thereafter, this Declaration and all covenants, conditions, restrictions and other provisions herein shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners, agreeing to terminate this Declaration in whole or in part, has been recorded within one (1) year prior to the termination of the initial thirty (30) year term or within one (1) year prior to the termination of any successive ten (10) year.

#### ARTICLE VII ENFORCEMENT

1. NO RESCISSION OR TERMINATION. No breach of this Declaration shall entitle any party or Owner to cancel, rescind, or otherwise terminate this Declaration or excuse the performance of such party's or Owner's obligations hereunder; provided, however, that this limitation shall not affect in any manner any other rights or remedies which the parties or Owners may have by reason of any such breach.

2. RIGHT OF ENFORCEMENT. The Declarant, any Owner, or the Village, shall have the right, but not the obligation, to enforce by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, covenants, conditions or reservations and the right to recover damages or other dues for such violations.

3. NO WAIVER. No waiver of any default by any party to this Declaration shall be implied from any omission by any party to take any action in respect of such default if such default continues or is repeated. The failure by any party to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so thereafter.

*So the Declarant / Owner don't have to enforce?*

*What are the penalties?*

4. NO SALE OF OUTLOTS. After the Declarant has transferred the Outlot<sup>3</sup> to the Association, Outlot 3 may not be sold to any party, other than to the Village..

#### ARTICLE VIII PROTECTION OF MORTGAGES

1. MORTGAGES PERMITTED. Any Owner may encumber their Lot with a mortgage or deed of trust (either or both referred to herein as a "mortgage").

2. SUBORDINATION. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any first mortgage encumbering all or a portion of the Subdivision, or any Lot therein, made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such mortgage unless the mortgage thereunder shall expressly subordinate their interest, in writing, to such lien.

3. EFFECT OF BREACH HEREOF. No breach of any provision of this Declaration shall invalidate the lien of any first mortgage made in good faith and for value, but all of said provisions shall be binding upon any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise.

4. FORECLOSURE. A lien for regular or special assessments against an Owner is herein made subordinate to the lien of any first mortgage or first deed of trust hereafter collectively referred to as first encumbrance) against subdivision interests of the Owner. In the case of a subordination of a lien for assessments to a first encumbrance, the transfer of a subdivision interest as the result of the exercise of a power of sale or a judicial foreclosure involving a default under the first encumbrance shall extinguish the lien of assessments which were due and payable prior to the transfer of the subdivision interest. No transfer of the subdivision interest as the result of a foreclosure or exercise of a power of sale shall relieve the new owner, whether it be the former beneficiary of the first encumbrance or another person, from liability for any assessments thereafter becoming due or from the lien thereof.

5. NON-CURABLE BREACH. Any mortgagee who acquires title to a Lot by foreclosure shall not be obligated to cure any breach of this Declaration which is non-curable or of a type which is not practical or feasible to cure.

6. LOAN TO FACILITATE. Any mortgage given to secure a loan to facilitate the re-sale of a Lot after acquisition by foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article VIII.

7. APPEARANCE AT MEETINGS. Because of its financial interest in the Subdivision, any institutional mortgagee, upon request, may appear at meetings of the member and the Board, or designate a representative to attend all such meetings, to draw attention to the violations of this Declaration, the By-Laws, or the Associations' Rules and Regulations which have not been corrected or made the subject of remedial proceedings or assessments. Said mortgagee shall, upon request, receive written notice of all meetings of the Association.

8. RIGHT TO FURNISH INFORMATION; COLLECTION OF INSURANCE PREMIUMS. Any mortgagee shall have the right to furnish information to the Board concerning the status of any mortgage. The Board may also delegate to any mortgagee the right to collect such portion of a Lot's assessments, or installments thereof, representing premiums payable for insurance coverage.

9. LOSS PAYABLE CLAUSES. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses naming the mortgagees, as their interests may appear.

ARTICLE IX  
MISCELLANEOUS

1. CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purposes. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforceability of any one provision, or portion thereof, shall not affect the validity or enforceability of the remainder. The various headings are for convenience only and shall not affect the meaning or interpretation of this Declaration.

2. ATTORNEYS' FEES. In any action brought to declare the rights granted herein or to enforce any of the terms hereof, the prevailing party shall be entitled to an award of reasonable attorneys' fees in the amount determined by the Court.

3. SUCCESSORS AND ASSIGNS. This document shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

4. INSURANCE. The Association shall maintain, at all times, liability, property and directors insurance, of not less than one million dollars, insuring all of its property and assets as well as listing the Declarant and its owners and employees and Directors as listed insureds.

5. NOTICE. Any notice sent to any Owner or to Declarant under the provisions hereof shall be deemed to have been received when mailed with proper postage prepaid to the last known address of such Owner or Declarant, or in the case of hand delivery, upon delivery to such last known address.

6. AMENDMENT. This Declaration may be amended only by an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the Owners within the Subdivision. Any such amendment shall be by written instrument duly executed under notary by all parties whose approval is required by this subsection and recorded in the office of the Kenosha County Register of Deeds.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.



2/21/18  
gjh

**BY-LAWS OF  
RIVER RUN AT HERITAGE VALLEY COMMUNITY ASSOCIATION, INC.  
A WISCONSIN NOT-FOR-PROFIT CORPORATION**

**ARTICLE I  
NAME OF CORPORATION**

The name of this corporation is the River Run at Heritage Valley Community Association Inc. (Association).

**ARTICLE II  
PURPOSES AND POWERS**

2.01 **PURPOSES.** The purposes of this Association are to act on behalf of its members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property owned by the Association and for the promotion of the health, safety and welfare of the Members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit "A" to the River Run at Heritage Valley Community Association Inc. Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

Exhibit A  
is  
legal  
description

2.02 **POWERS.** The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Wisconsin, the Act, the Declaration and these By-Laws.

**ARTICLE III  
OFFICES**

3.01 **REGISTERED OFFICE.** The Association shall have and continuously maintain in this State a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Wisconsin as the Board may from time to time determine.

3.02 **PRINCIPAL OFFICE.** The Association's principal office shall be maintained at the office of the Declarant prior to the Transfer Date or at the office of the managing agent engaged by the Association.

**ARTICLE IV  
VOTING RIGHTS AND  
REPRESENTATION OF MEMBERS**

4.01 **ANNUAL MEETINGS.** The initial meeting of the Members shall be held upon not less than twenty-one (21) days' written notice given by the Declarant. If not called earlier by the Declarant, the initial meeting of the Owners shall be held no later than ninety (90) days after the Transfer Date. Thereafter, there shall be an annual meeting of the Owners on the anniversary

thereof, or at such other reasonable time or date (not more than ninety (90) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting.

**4.02 PLACE OF MEETING; QUORUM.** Meetings of the Members shall be held at such place in Pleasant Prairie, Wisconsin as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Twenty percent (20%) of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of a majority of the members present at such meeting.

**4.03 SPECIAL MEETINGS.** Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by twenty percent (20%) of the Owners, and delivered not less than fourteen (14) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

**4.04 NOTICE OF MEETINGS.** Notices of meetings required to be given herein may be delivered either personally or by mail to the members, addressed to each such member at the address given by him to the Board for the purpose of service of such notice or to his/her Unit, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

## **ARTICLE V BOARD OF DIRECTORS**

**5.01 IN GENERAL.** The affairs of the Association and the direction and administration of the Community Area shall be vested in the Community Board ("Board"), which (after the Transfer Date) shall consist of three (3) Directors.

**5.02 DECLARANT DESIGNATED BOARDS.** Anything herein to the contrary notwithstanding, until the first meeting of the Board, the Board shall consist of three (3) Directors from time to time designated by the Declarant. Such individuals may be, but are not required to be, Owners and shall serve at the discretion of the Declarant.

**5.03 INITIAL ANNUAL MEETING.** At the first meeting of the Owners (which shall be held no later than ninety (90) days after the Transfer Date), the Voting Members shall elect a full Board of Directors in the manner hereinafter provided to replace the Declarant designated Board established under Section 5.02. From and after such meeting, each member of the Board shall be an Owner or a Voting Member, or both. Within ninety (90) days after the election of a majority of the Board, other than those designated by the Declarant, the Declarant shall deliver to the Board:

- A. Original or certified copies of the Declaration, these By-Laws, the Association's Articles of Incorporation and the Association's minute book, if any.
- B. An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant designated Board.
- C. All Association funds and bank accounts.
- D. A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring property to the Association.

**5.04 VOTING RIGHTS.** The Association shall meet, at a duly called meetings of the Association action may be taken at any time, at which a quorum is present, and upon an affirmative vote of a majority of the votes represented at the meeting by the members present at such meeting. Any Lot whose Owner is delinquent in any obligation to the Association, shall not have the right to vote until such obligation is confirmed to be satisfied by the Association. Each Owner shall furnish the Association with the Owner's name and current mailing address, no Owner may vote at meetings of the Association until this information is furnished. At any meeting of the Association, an Owner shall be entitled to vote, provided he has satisfied all requirements of these Declarations of Covenants, Conditions and Restrictions and By-Laws, either in person or by proxy. A proxy shall be executed in writing by the Owner or by his duly authorized attorney in fact. All proxies must bear the date of execution, and shall become invalid ninety (90) days after execution. If a Lot is owned by more than one person, the voting rights with respect to such Lot shall not be divided, but shall be exercised as if the Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Owner. If only one of the persons constituting such Owner is present, they shall be entitled to cast the vote allocated to the Lot. If more than one of the persons constituting such Owner are present, the votes allocated to the Lot may be cast only in accordance with the agreement of a majority in interest of such persons. Unanimous agreement of all owners shall be presumed if any of them purports to cast the votes allocated to that Lot without protest being made promptly by any of the other Owners to the person presiding over the meeting or until any of the multiple owners files a statement with the Secretary stating that thereafter the vote must be cast proportionately. Association Directors appointed by the Declarant need not be Owners.

**5.05 ELECTION OF DIRECTORS.** Upon receipt by the President of the Association of a copy of the written notice of the Declarant to voluntarily terminate its control of the Association, described in Section 2.04(ii) or of any other appropriate evidence of the termination of the Declarant's right to select the Directors of the Board, he/she shall promptly convene a meeting of the Members.

The Board at all times shall consist of three (3) Directors, elected or appointed as follows: the Association shall cause an election to be held by the Owners of the Lots for the purpose of electing Directors to represent the Owners of all Lots. One individual shall be designated as the "Voting Person" for each Lot. The Voting Person or his/her proxy shall be the individual who shall be entitled to vote for election of the Directors to represent the Association. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation,



partnership, limited liability company or other legal entity, then the Voting Person for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board, at its election, may recognize an individual Owner of the Lot as the Voting Person for such Lot. The three (3) Owners of Lots receiving the highest number of Votes shall be elected as Directors of the Association Board, for the terms set forth in the By-Laws.

The candidate receiving the greatest number of votes shall serve a three (3) year term and the candidate receiving the next greatest number of votes shall serve a two (2) year term and the candidate receiving the next greatest number of votes shall serve a one (1) year term. Thereafter, each Director shall serve a three (3) year term and shall serve until his or her successor is elected or appointed as provided herein. Each Director shall hold office until his/her term expires or until his/her successor shall have been elected and qualified. Directors may succeed themselves in office.

**5.06 PLACE OF DIRECTORS MEETING; QUORUM.** Meetings of the Board of Directors shall be held at such place convenient to the Directors as may be designated in any Notice of a Meeting. All Meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. A majority of the Directors, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Directors present or represented by proxy at a Meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Directors.

**5.07 NOTICE OF MEETINGS.** Notice of each Meeting of the Board shall be mailed or personally delivered to each Director at least forty eight (48) hours prior to the Meeting and shall be posted at the Premises at least forty eight (48) hours prior to such Meeting. Written notice of any meeting of the Board of Directors concerning the adoption of the proposed budget or any increase or establishment of an assessment shall be mailed or personally delivered to the Owners and posted conspicuously giving the Owners not less than ten (10) nor more than thirty (30) days notice of the time, place, and purposes of the meeting; unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

**5.08 ANNUAL MEETINGS.** The Board shall hold an annual meeting within thirty (30) days from the anniversary date of the initial annual meeting at such time, on such date, and at such place as shall be fixed by the Directors. All Owners shall be invited to the Annual Meetings.

**5.09 SPECIAL MEETINGS.** Special Meetings of the Board may be called by the President or by at least one-third (2/3) of the Directors then serving.

**5.10 OPEN MEETINGS.** Each Meeting of the Board shall be open to any Owner except for the portion of any Meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of

Rules and Regulations of the Association or an Owner's unpaid share of Common Expenses or assessments. Any vote taken on any of the matters set forth in subparagraphs (i), (ii) or (iii) above shall be taken at a meeting or portion thereof open to any Owner. If required by the Board, notice of such meeting shall be mailed or personally delivered and posted at the Premises at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting. Any Owner may record the proceedings at a meeting required to be open by tape; film or other means and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

5.11 **QUORUM.** A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present. Quorum for the Annual Meeting of Owners shall be 20%, of all Lots represented by either the Owner in person or a properly filed Proxy.

5.12 **COMPENSATION/REIMBURSEMENT FOR EXPENSES.** No Director shall be compensated for services rendered to the Association. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his/her duties as a Director.

5.13 **REMOVAL OR RESIGNATION OF DIRECTOR.** Any Director may be removed from office, with or without cause, by action of the Board at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Board shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his/her written resignation to the Board. If a Director ceases to be an Owner, he/she shall be deemed to have resigned as of the date of such cessation.

A successor to fill the unexpired term of a Director who resigns or is removed shall be selected by the remaining Directors.

5.14 **POWERS AND DUTIES OF THE BOARD.** The Board shall have all the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Wisconsin General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

- A. To procure insurance as provided for in the Declaration;
- B. To engage the service of a managing agent to assist the Association in performing and providing such services as the Association is required to provide to its Members under the Declaration;

C. To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;

D. To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area for which the Association is responsible under the Declaration and these By-Laws;

E. To estimate and provide each Owner with an annual budget as provided for in the Declaration;

F. To set, give notice of, and collect assessments from the Owners as provided in the Declaration;

G. To pay the community expenses;

H. To adopt Rules and Regulations as provided in the Declaration;

I. To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;

J. To own, convey, encumber, lease or otherwise deal with the Community Area conveyed to or purchased by the Association;

K. To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Community Area;

L. To pay real property taxes, special assessments, and any other special taxes or charges of the State of Wisconsin or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Association;

M. To impose charges for late payments of Association Assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-laws, and Rules and Regulations of the Association;

## **ARTICLE VI OFFICERS**

**6.01 OFFICERS.** The officers of the Association shall be a President, a Vice President / Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each Annual Meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. All officers shall be Directors.

**6.02 VACANCY OF OFFICE.** Any officer may be removed at any Meeting of the Board by the affirmative vote of the majority of the Owners, either with or without cause, and any vacancy in any office may be filled by the remaining Board at any meeting thereof.

**6.03 POWERS OF OFFICERS.** The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of a Wisconsin Not-For-Profit Corporation including without limitation, the following:

A. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Declaration and these By-Laws.

B. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of such office and other duties assigned by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint some other Member of the Board to act in the capacity of President on an interim basis.

C. The Secretary shall keep minutes of all meetings of the Association Members and of the Board and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Association under the Declaration or these By-Laws.

D. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

**6.04 OFFICERS' COMPENSATION.** The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Directors.

## **ARTICLE VII COMMITTEES DESIGNATED BY BOARD**

**7.01 BOARD COMMITTEES.** The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him/her by law.

**7.02 SPECIAL COMMITTEES.** Other committees not having and exercising the authority of the Board in the management of the Association may be designed by a resolution

adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the Board whenever in their judgment the best interest of the Association shall be served by such removal.

7.03 **TERM.** Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 **CHAIRMAN.** One member of each committee shall be appointed chairman.

7.05 **VACANCIES.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.06 **QUORUM.** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 **RULES.** Each Committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

## **ARTICLE VIII INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS**

8.01 **CONTRACTS.** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by the By-Laws, to enter into any contract or execute and deliver any in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or a Treasurer of the Association.

8.02 **PAYMENTS.** All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 **BANK ACCOUNTS.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 **SPECIAL RECEIPTS.** The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## **ARTICLE IX FISCAL MANAGEMENT**

9.01 **FISCAL YEAR.** The Fiscal Year of the Association shall be determined by the Board and may be changed from time to time, as the Board deems advisable.

9.02 **SPECIAL STATEMENT.** Within ten (10) days after receipt of a written request from an Owner (together with payment of a reasonable fee, if any, set by the Board), the Board shall provide the Owner with a statement containing the following information:

- A. The status of the Owner's account and the amount of any unpaid assessments or other charges due and owing from the Owner; and
- B. The status and amount of any and all Capital Reserves.

9.03 **ASSESSMENT PROCEDURE.** Assessments and Special Assessments shall be made and collected as provided in the Declaration.

## **ARTICLE X BOOKS AND RECORDS**

The Association shall keep correct and complete book and records of account and shall also keep minutes of the proceedings of its Members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the Members. All books and records of the Association may be inspected by any Owner, or his/her agent, mortgagee or attorney, for any proper purpose at any reasonable time.

## **ARTICLE XI AMENDMENTS**

These By-Laws may be amended or modified at any time, or from time to time by the affirmative votes of Owners having more than two-thirds (2/3) of the total votes, provided that prior to the Transfer Date, Section 5.02 and this Article XI may not be amended without the written consent of the Declarant, and provided further, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration.



## PRELIMINARY PLAT AND PRELIMINARY CONDOMINIUM PLAT APPLICATION

Development Name: River Run at Heritage Valley  
 General Location of Development: South of CTH C (Wilmot Road) at 106th Avenue  
 Tax Parcel Number(s): 92-4-122-181-0275 & 92-4-122-181-0541  
 Number of Lots: 45 Number of Outlots: 4  
 Size of Development: 24.46 acres. Proposed Zoning District(s): \_\_\_\_\_

**Select All that Apply:**

- The Development abuts or adjoins State Trunk Highway \_\_\_\_\_
- The Development abuts or adjoins County Trunk Highway \_\_\_\_\_
- The Development abuts the Kenosha County Bike Trail

Number of Copies Submitted: 20 (See below for required number)

| Plat Copies required  | # of Copies  | To be Sent by the Village to:                     |
|---|--------------|---|
| All Plat  | 3            | Village Staff                                     |
| All Plats   | 3            | Kenosha County Planning and Development           |
| All Plats   | 2            | Kenosha County Division of Highways               |
| All Plats   | 2            | Wisconsin Department of Commerce*                 |
| <del>If Development abuts/adjoins a STH</del>   | <del>3</del> | <del>Wisconsin Department of Transportation</del> |
| If the Development is within 500 feet of a shoreland/floodplain jurisdictional area or includes wetlands. | 1            | Wisconsin Department of Natural Resources         |
| All Plats   | 1            | U.S. Army Corp of Engineers                       |
| All Plats   | 1            | Southeastern WI Regional Planning Commission      |
| All Plats   | 1            | WE Energies—Gas Operations                        |
| All Plats   | 1            | WE Energies—Electric Operations                   |
| All Plats   | 2            | AT & T  |
| All Plats   | 2            | Kenosha Unified School District                   |
| All Plats   | 1            | Time Warner Cable                                 |

\* Applicant is responsible for sending the Plat and required application and review fee to the State.

In addition the following shall be submitted:

- 1 PDF copy of the Preliminary Plat
- Preliminary Plat application fee
- 3 sets of Preliminary Engineering Plans, Profiles and Specifications and a PDF copy
- 3 sets of Landscape Plans and a PDF copy
- Draft of Declarations of Covenant, Restrictions and Easements and a PDF copy
- Articles of Incorporation for the Neighborhood Association and a PDF copy
- Draft of By-Laws and a PDF copy
- WE Energies Application for Natural Gas/Electric for New Development for the Village to forward to We Energies with a PDF of the Engineering Plans
- PDF color rendering of the Preliminary Plat, Landscape Plans and any other renderings to explain the project
- Any other information as specified by the Village

DEV1711-006

Upon receipt of a complete application, the Village will schedule the required Public Hearing. The Village will notify adjacent property owners, within 300 feet of the property, of the public hearing, publish an official notice at least 10 days prior to the hearing in the Kenosha News and post the notice in three public places within the Village. The Village Plan Commission will hold a public hearing and make a recommendation to the Village Board who will make a final determination of the proposal. **The applicant shall appear at the Village Plan Commission meeting for the Public Hearing and shall appear for final action on the application at the Village Board Meeting.**

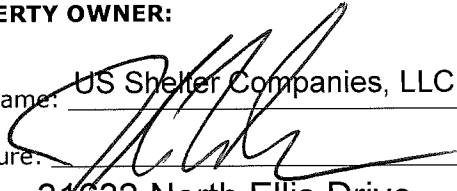
I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

I (We), have submitted a draft Preliminary Plat for an initial review by the Village Community Development Director prior to submitting this application.

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

**PROPERTY OWNER:**

Print Name: US Shelter Companies, LLC

Signature: 

Address: 31632 North Ellis Drive

Volo IL 60073  
(City) (State) (Zip)

Phone: 847-742-8200

Fax: 847-742-8204

Email: John@usshelter.com

Date: 1/25/18

**APPLICANT/AGENT:**

Print Name: US Shelter Companies, LLC

Signature: 

Address: 31632 North Ellis Drive

Volo IL 60073  
(City) (State) (Zip)

Phone: 847-742-8200

Fax: 847-742-8204

Email: John@usshelter.com

Date: 1/25/18

**DEVELOPER:**

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

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date \_\_\_\_\_



# PRELIMINARY PLAT RIVER RUN AT HERITAGE VALLEY

Being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

**Surveyor & Engineer**  
R.A. Smith Inc  
16745 W. Bluemound Road  
Brookfield, WI 53066  
ph. 262-781-1000  
fax 262-781-7373

**Developer**  
US Shelter Companies  
31632 North Ellis Drive  
Volo, Illinois, 60073  
ph. 847-742-6200

**Objecting Agencies**  
Wisconsin Department of Administration

**Approving Agencies**  
Village of Pleasant Prairie

**NOTES:**

Elevations refer to the NGVD 29 (SEWRPC).  
Bearings are referenced to the Wisconsin State Plane Coordinate system-south zone (NAD27).

Topographic Data Surveyed by RA Smith National January 2017

**Subdivision Statistics**

|  |              |
|--|--------------|
| subdivision to contain 45 lots and 4 Outlots |              |
| Total area of all lots                       | 602,071 sf   |
| Total area of all outlots                    | 329,821 sf   |
| Total site area                              | 1,065,436 sf |
| Total area of 100 year flood line (current)  | 196,752 sf   |
| Total area of 100 year flood line (proposed) | 231,177 sf   |
| Total area of wetlands (current)             | 87,613 sf    |
| Total area of wetlands (proposed)            | 79,855 sf    |

Developable lots are zoned R-4.5, Urban Single Family Residential District  
Minimum lot area 12,500 square feet  
Minimum lot width 80 feet at building setback  
Minimum lot frontage 60 feet  
Minimum corner lot area 15,000 square feet  
Minimum corner lot width 100 feet  
Minimum street setback 30'  
Minimum side setback 10'  
Minimum rear setback 25'

Easements for utilities and drainage will be determined during site engineering and shown on the final plat.  
Municipal water shall be extended throughout the development and shall connect to the existing watermain in Heritage Valley Subdivision  
Municipal sanitary sewer shall be extended from the existing sewer within Heritage Valley Subdivision and a lift station is required for Phases 2 & 3.

Construction access will be provided via 106th Avenue.

For Easements and Grading along proposed Phase lines, storm water and utility easements along with lot grading shall extend into the adjacent lot platted in the future phases.

Existing lift station and storm drainage easements will be vacated or released prior to submittal of final plat.

See sheet 2 for Lot details

Outlots 1 & 4 shall be dedicated (fee interest transfer) as common space to the VILLAGE OF PLEASANT PRAIRIE. The outlots shall be labeled as "Outlots 1 & 4 to be dedicated by the developer to the VILLAGE OF PLEASANT PRAIRIE for public park and open space."

Outlot 3 shall be dedicated (fee interest transfer) as common space to the RIVER RUN AT HERITAGE VALLEY HOMEOWNER'S ASSOCIATION, INC. The Outlot shall be labeled as "Outlot 3 to be dedicated for storm water drainage, open space, access and maintenance purposes." There shall also be an easement over this same area of Outlot 3 granted to the Village for the storm water drainage, retention basin, access and maintenance and related purposes, signage and lighting installation and maintenance, landscaping and maintenance, and for ingress and egress. There shall also be an easement over this same area of Outlot 2 granted to the developer for the construction and development of the storm water facilities.

Outlot 2 to be retained and owned by the developer for future development purposes.

100 year flood plain determined from FIS profile and topographic survey prepared by RA Smith National, Inc. Developable Lots 1 through 45 are outside of the proposed 100 year flood plain. The 100 year flood plain areas are subject to "A FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT."

Agricultural fencing on the property at/near the Southwest corner will be removed.

Wetlands delineated by RA Smith National on October 25, 2016 (Proj No. 1160367)

Wetlands will be dimensioned on the final plat and are subject to a "WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT."

Sidewalks are required on both sides of new roadways.

420-44 Vision triangle.

Per section 395-61 Street intersections, Lots in this subdivision are rounded with a circular curve with a radius of 25 feet. Vision Triangle specifications (15' from intersection of property lines) do not impact corner lots if a radius of 25 feet is used. The radius of 25 feet maintains a clear sight line of vision at the adjacent intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings or bus shelters placed within the intersection right-of-ways unless expressly approved in writing by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

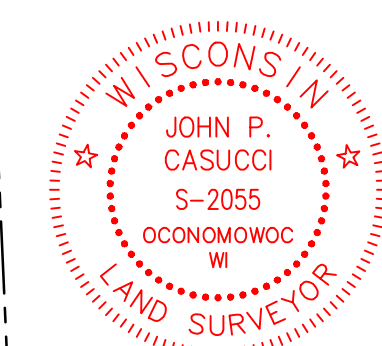
Corner lots 1, 13, 28, 29 & 37 shall have a driveway access restriction of 100 feet measured from the centerlines of the intersecting streets.  
Additional driveway access restrictions are shown for lots 3, 23, 41, 44 & 45 to avoid aligning with crosswalks.

**SURVEYOR'S CERTIFICATE:**

I, John P. Casucci, Professional Land Surveyor, do hereby certify that the preliminary plat is a correct representation of the existing land divisions features, and that I, to the best of my knowledge and belief, have compiled with the applicable ordinances in preparing the same.

Dated this 23rd Day of January

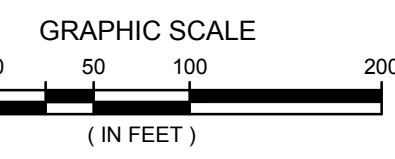
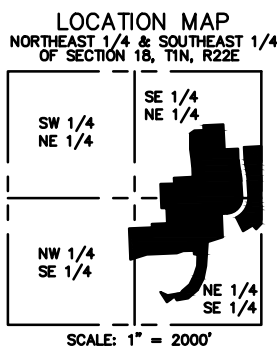
*John P. Casucci*  
John P. Casucci, PLS S-2055



**raSmith**  
CREATIVITY BEYOND ENGINEERING

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

| Curve # | Length | Radius | Chord Bearing | Chord  |
|---------|--------|--------|---------------|--------|
| C1      | 103.66 | 567.00 | N81°1'59.5"W  | 103.52 |
| C2      | 115.73 | 633.00 | N81°1'59.5"W  | 115.57 |
| C3      | 268.00 | 233.00 | N29°59'19"E   | 253.47 |
| C4      | 262.32 | 167.00 | S42°02'16"W   | 236.17 |
| C5      | 103.66 | 567.00 | S81°1'59.5"E  | 103.52 |
| C6      | 115.73 | 633.00 | S81°1'59.5"E  | 115.57 |

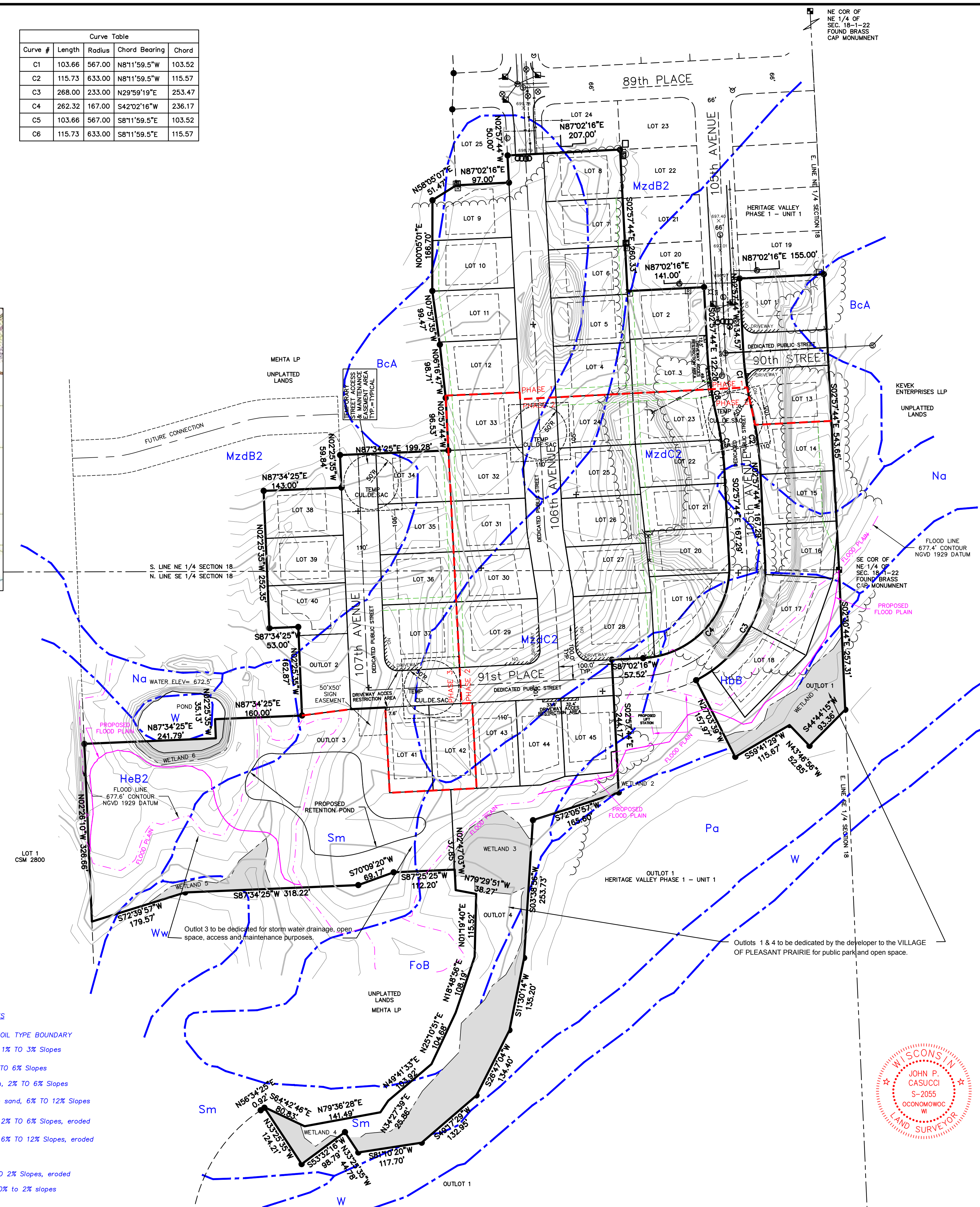


## LEGEND

- ( ) INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
- OR SECTION OR 1/4 SECTION CORNER AS DESCRIBED
- 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
- 18" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)
- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- BILLBOARD
- AIR CONDITIONER
- CONTROL BOX
- TRAFFIC SIGNAL
- RAILROAD CROSSING SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- LIGHT POLE
- SPOT/YARD/PEDESTAL LIGHT
- HANDICAPPED PARKING
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- MARKED FIBER OPTIC
- GAS VALVE
- GAS METER
- GAS WARNING SIGN
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- EDGE OF TREES
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- MARKED GAS MAIN
- MARKED ELECTRIC
- OVERHEAD WIRES
- BUREAU ELEC. SERV.
- MARKED TELEPHONE
- MARKED CABLE TV LINE
- MARKED FIBER OPTIC
- INDICATES EXISTING CONTOUR ELEVATION
- INDICATES EXISTING SPOT ELEVATION
- PROPOSED PHASING LIMITS
- EXISTING FLOOD PLAIN
- PROPOSED FLOOD PLAIN
- PROPOSED EASEMENTS
- EXISTING WETLANDS

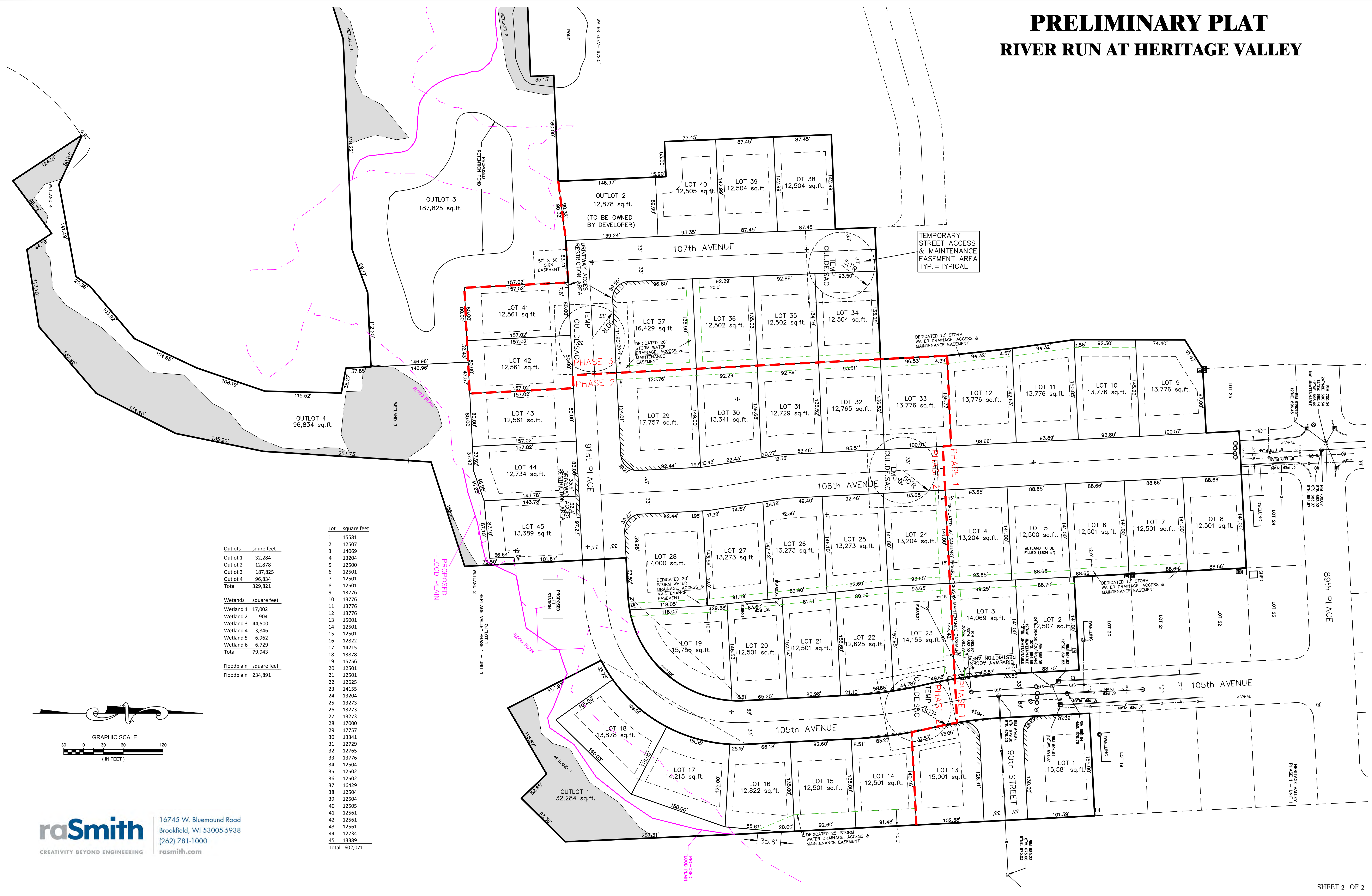
## SOIL TYPES

- BcA** Beecher silt loam, 1% TO 3% Slopes
- FoB** Fox silt loam, 2% TO 6% Slopes
- HbB** Hebron sandy loam, 2% TO 6% Slopes
- HeB2** Hubbard loamy fine sand, 6% TO 12% Slopes
- MzdB2** Ozaukee silt loam, 2% TO 6% Slopes, eroded
- MzdC2** Ozaukee silt loam, 6% TO 12% Slopes, eroded
- Na** Navan silt loam
- Pa** Palms muck, 0% TO 2% Slopes, eroded
- Sm** Sebawa silt loam, 0% TO 2% slopes
- W** Water



# PRELIMINARY PLAT

## RIVER RUN AT HERITAGE VALLEY



| Lot   | square feet |
|-------|-------------|
| 1     | 15581       |
| 2     | 12507       |
| 3     | 14069       |
| 4     | 13204       |
| 5     | 12500       |
| 6     | 12501       |
| 7     | 12501       |
| 8     | 12501       |
| 9     | 13776       |
| 10    | 13776       |
| 11    | 13776       |
| 12    | 13776       |
| 13    | 15001       |
| 14    | 12501       |
| 15    | 12501       |
| 16    | 12822       |
| 17    | 14215       |
| 18    | 13878       |
| 19    | 15756       |
| 20    | 12501       |
| 21    | 12501       |
| 22    | 12625       |
| 23    | 14155       |
| 24    | 13204       |
| 25    | 13273       |
| 26    | 13273       |
| 27    | 13273       |
| 28    | 17000       |
| 29    | 17757       |
| 30    | 13341       |
| 31    | 12729       |
| 32    | 12765       |
| 33    | 13776       |
| 34    | 12504       |
| 35    | 12502       |
| 36    | 12502       |
| 37    | 16429       |
| 38    | 12504       |
| 39    | 12504       |
| 40    | 12505       |
| 41    | 12561       |
| 42    | 12561       |
| 43    | 12561       |
| 44    | 12734       |
| 45    | 13389       |
| Total | 602,071     |

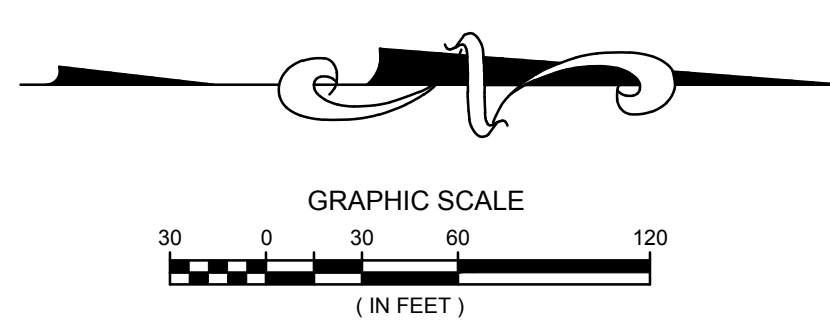
| Outlots  | square feet |
|----------|-------------|
| Outlot 1 | 32,284      |
| Outlot 2 | 12,878      |
| Outlot 3 | 187,825     |
| Outlot 4 | 96,834      |
| Total    | 329,821     |

| Wetlands  | square feet |
|-----------|-------------|
| Wetland 1 | 17,002      |
| Wetland 2 | 904         |
| Wetland 3 | 44,500      |
| Wetland 4 | 3,846       |
| Wetland 5 | 6,962       |
| Wetland 6 | 6,729       |
| Total     | 79,943      |

| Floodplain | square feet |
|------------|-------------|
| Floodplain | 234,891     |



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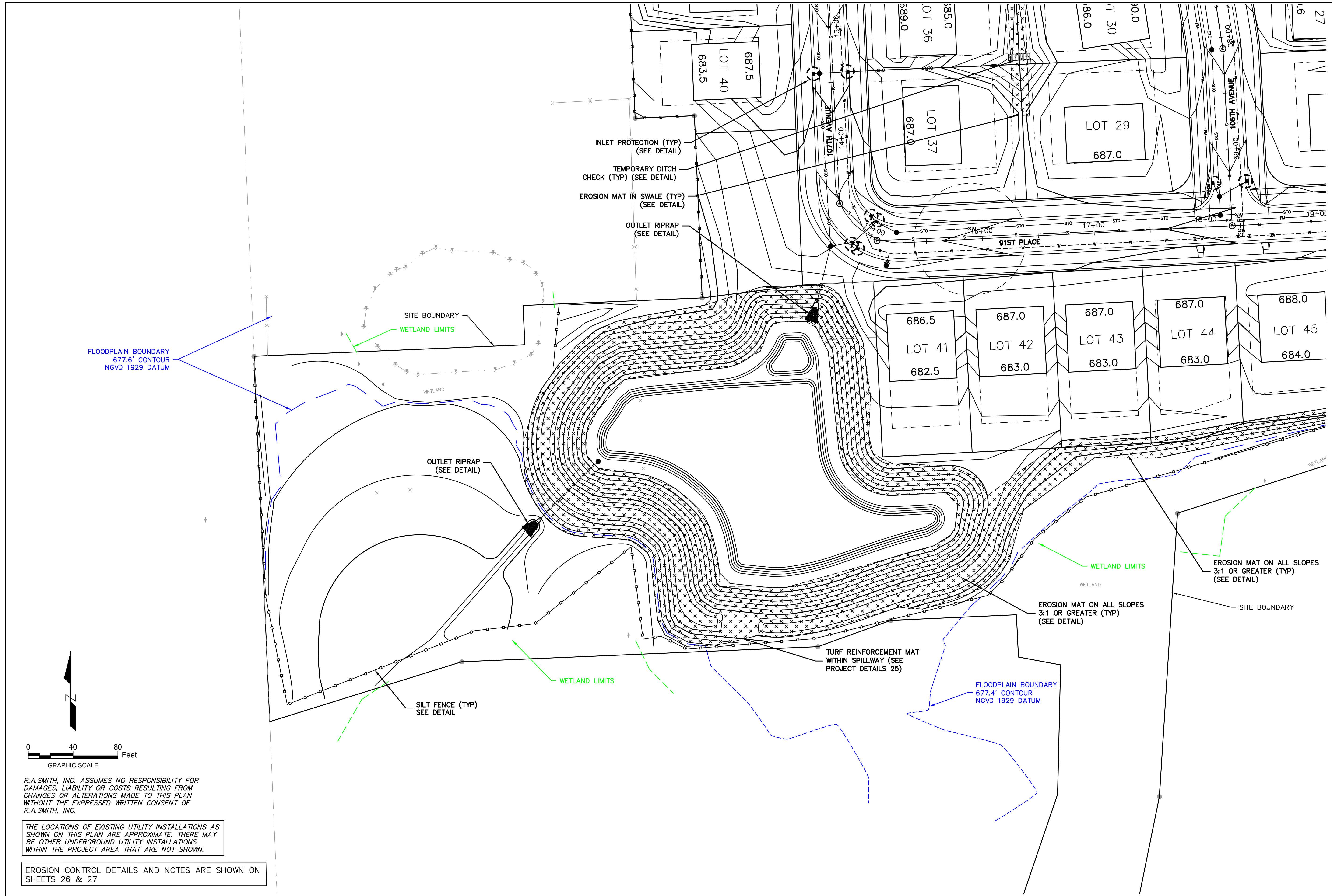
16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com











FLOODPLAIN BOUNDARY  
677.6' CONTOUR  
NGVD 1929 DATUM

SITE BOUNDARY  
WETLAND LIMITS

OUTLET RIPRAP  
(SEE DETAIL)

WETLAND LIMITS

TURF REINFORCEMENT MAT  
WITHIN SPILLWAY (SEE  
PROJECT DETAILS 25)

FLOODPLAIN BOUNDARY  
677.4' CONTOUR  
NGVD 1929 DATUM

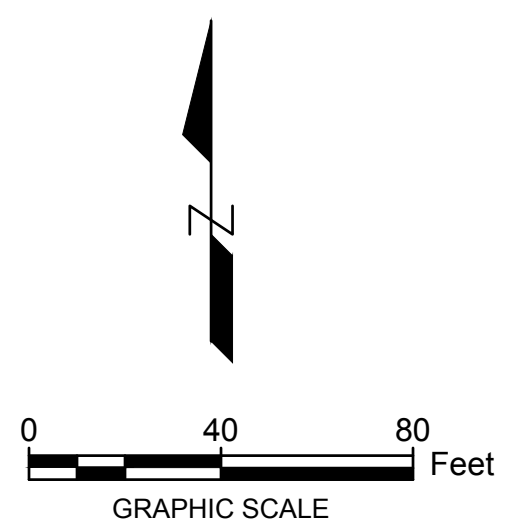
EROSION MAT ON ALL SLOPES  
3:1 OR GREATER (TYP)  
(SEE DETAIL)

EROSION MAT ON ALL SLOPES  
3:1 OR GREATER (TYP)  
(SEE DETAIL)

SITE BOUNDARY

INLET PROTECTION (TYP)  
(SEE DETAIL)  
TEMPORARY DITCH  
CHECK (TYP) (SEE DETAIL)  
EROSION MAT IN SWALE (TYP)  
(SEE DETAIL)  
OUTLET RIPRAP  
(SEE DETAIL)

SILT FENCE (TYP)  
SEE DETAIL



R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR  
DAMAGES, LIABILITY OR COSTS RESULTING FROM  
CHANGES OR ALTERATIONS MADE TO THIS PLAN  
WITHOUT THE EXPRESSED WRITTEN CONSENT OF  
R.A.SMITH, INC.

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS  
SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY  
BE OTHER UNDERGROUND UTILITY INSTALLATIONS  
WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

EROSION CONTROL DETAILS AND NOTES ARE SHOWN ON  
SHEETS 26 & 27

| DESCRIPTION   | DATE |
|---|------|
| <br>CREATIVITY BEYOND ENGINEERING<br>rasmith.com  |      |
| <b>RIVER RUN AT HERITAGE VALLEY</b><br><b>VILLAGE OF PLEASANT PRAIRIE</b><br><b>EROSION CONTROL PLAN</b><br><b>POND</b> |      |
| <b>PRELIMINARY</b><br><b>NOT FOR</b><br><b>CONSTRUCTION</b>   |      |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.  |      |
| DATE: 1/24/18   |      |
| SCALE: 1" = 40'   |      |
| JOB NO. 1160367   |      |
| PROJECT MANAGER:<br>GARY RAASCH, PE   |      |
| DESIGNED BY: MJG  |      |
| CHECKED BY: GER   |      |
| <b>SHEET NUMBER</b>   |      |
| 5   |      |

















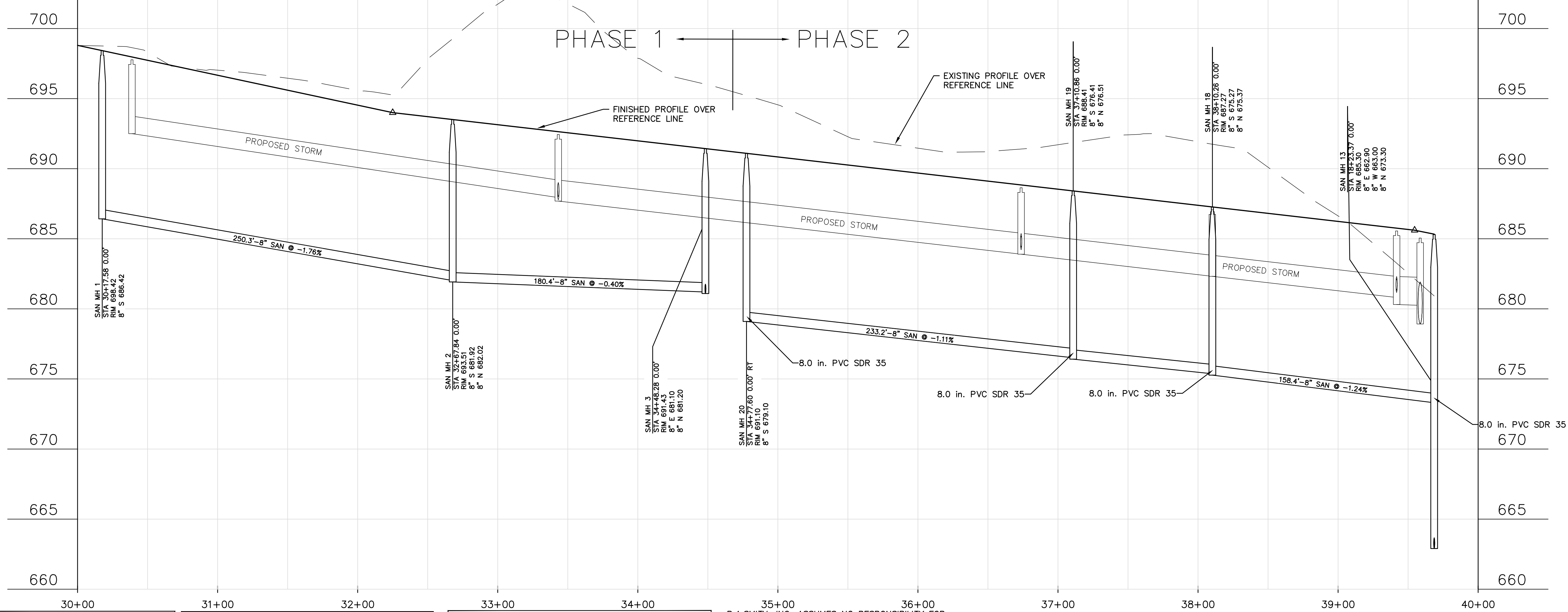
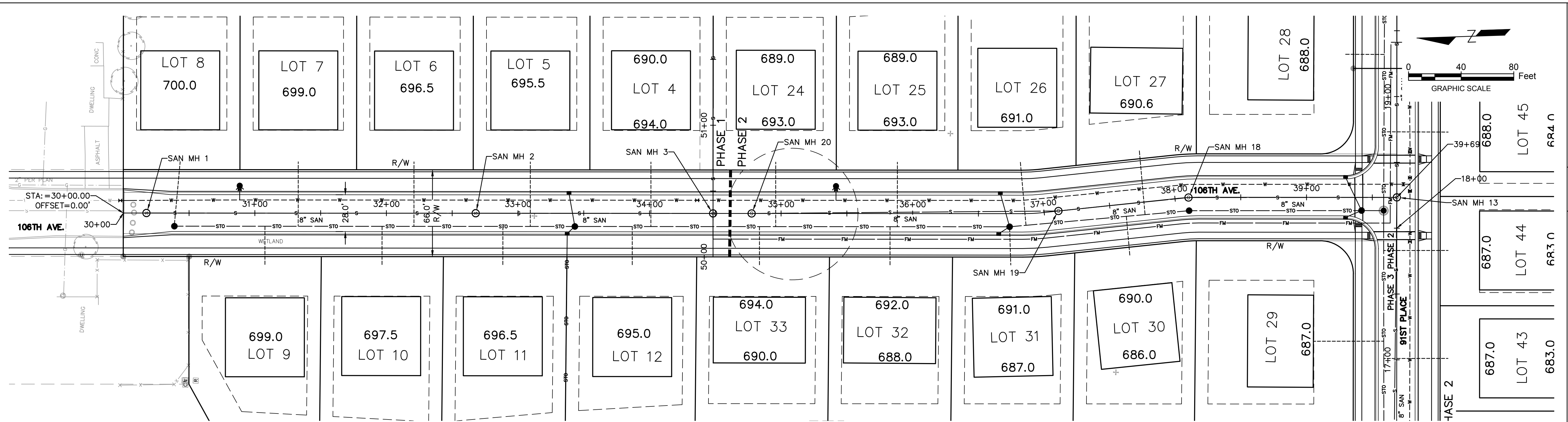












THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING QUANTITIES AND FOR THE ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

PIPE LENGTH DISTANCES & ELEVATIONS ARE GIVEN FROM CENTER OF STRUCTURE OR END OF OUTFALL STRUCTURES. OUTFALL STRUCTURES SHALL BE PLACED TO BLEND WITH EXISTING OR PROPOSED TOPOGRAPHY.

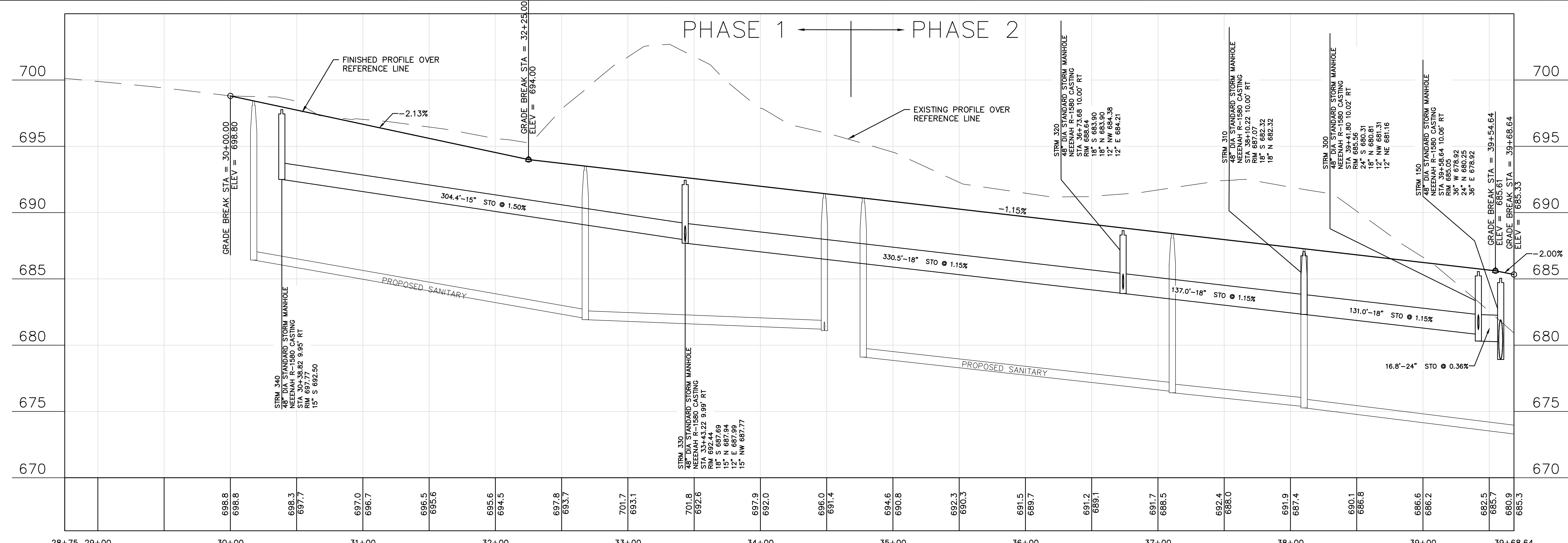
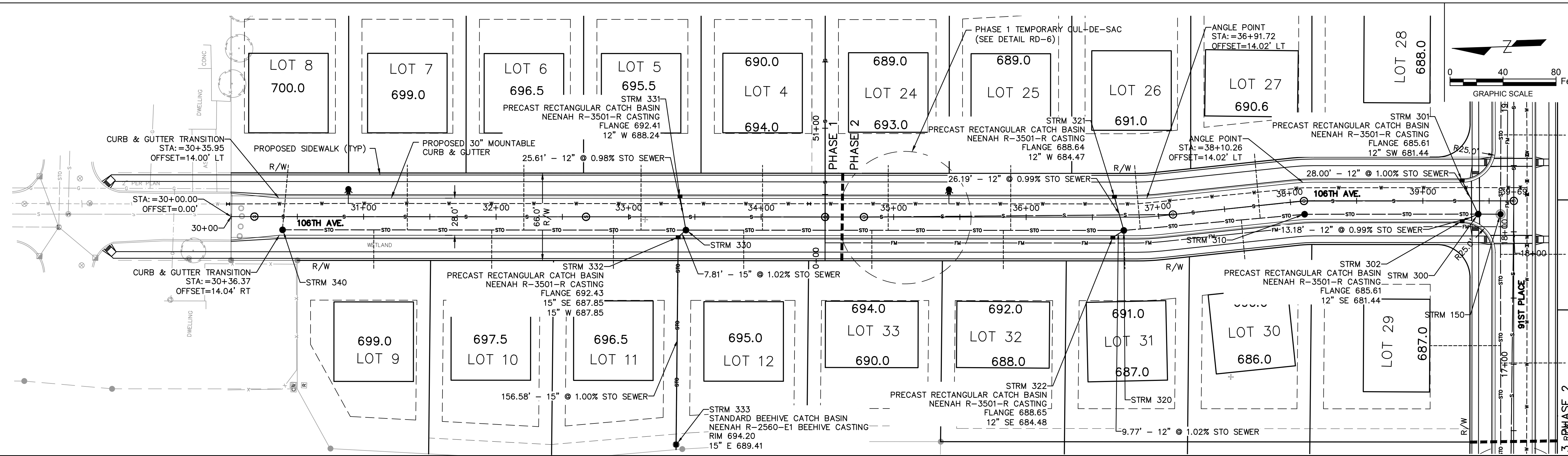
R.A. SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A. SMITH, INC.

|   |  |
|---|--|
| DESCRIPTION   |  |
| DATE  |  |
| <br>CREATIVITY BEYOND ENGINEERING<br>rasSmith.com   |  |
| <b>RIVER RUN AT HERITAGE VALLEY</b><br><b>VILLAGE OF PLEASANT PRAIRIE</b><br><b>SANITARY &amp; WATER MAIN</b><br><b>PLAN AND PROFILE</b><br><b>106TH AVENUE</b> |  |
| <b>PRELIMINARY</b><br><b>NOT FOR</b><br><b>CONSTRUCTION</b>   |  |
| © COPYRIGHT 2018  |  |
| R.A. Smith, Inc.  |  |
| DATE: 1/24/18   |  |
| SCALE: 1" = 40'   |  |
| JOB NO. 1160367   |  |
| PROJECT MANAGER:<br>GARY RAASCH, PE   |  |
| DESIGNED BY: MJG  |  |
| CHECKED BY: GER   |  |
| <b>SHEET NUMBER</b><br>17   |  |









|       |       |       |       |       |       |       |       |       |       |       |       |          |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 28+75 | 29+00 | 30+00 | 31+00 | 32+00 | 33+00 | 34+00 | 35+00 | 36+00 | 37+00 | 38+00 | 39+00 | 39+68.64 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 698.8 | 698.8 | 698.3 | 697.7 | 697.0 | 696.7 | 696.5 | 695.6 | 694.5 | 694.5 | 693.7 | 701.7 | 693.1    | 701.8 | 692.6 | 697.9 | 692.0 | 696.0 | 691.4 | 694.6 | 690.8 | 692.3 | 690.3 | 691.5 | 689.7 | 691.2 | 689.1 | 691.7 | 688.5 | 692.4 | 688.0 | 691.9 | 687.4 | 690.1 | 688.8 | 686.6 | 686.2 | 682.5 | 685.7 | 680.9 | 685.3 |

THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING QUANTITIES AND FOR THE ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.

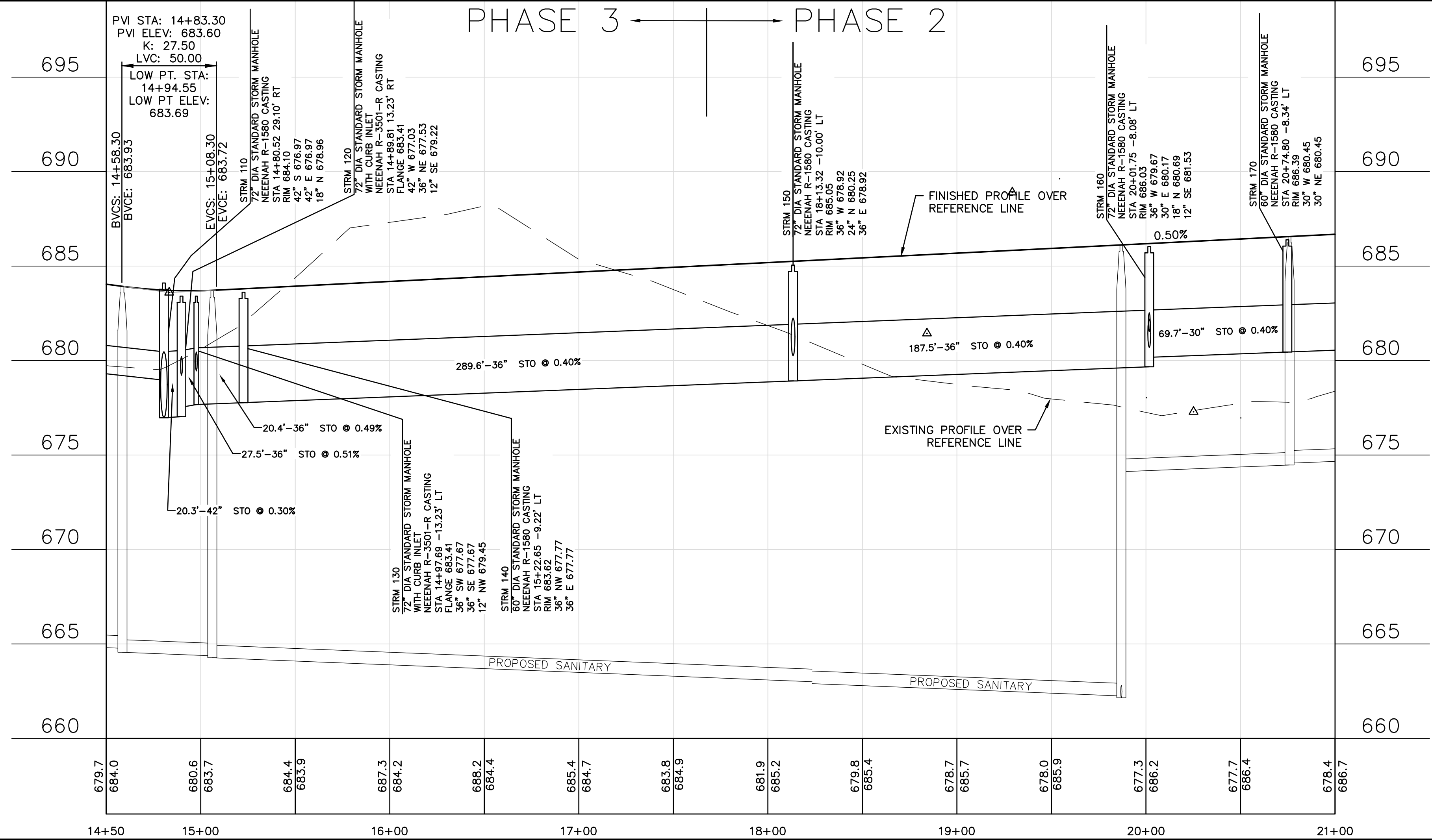
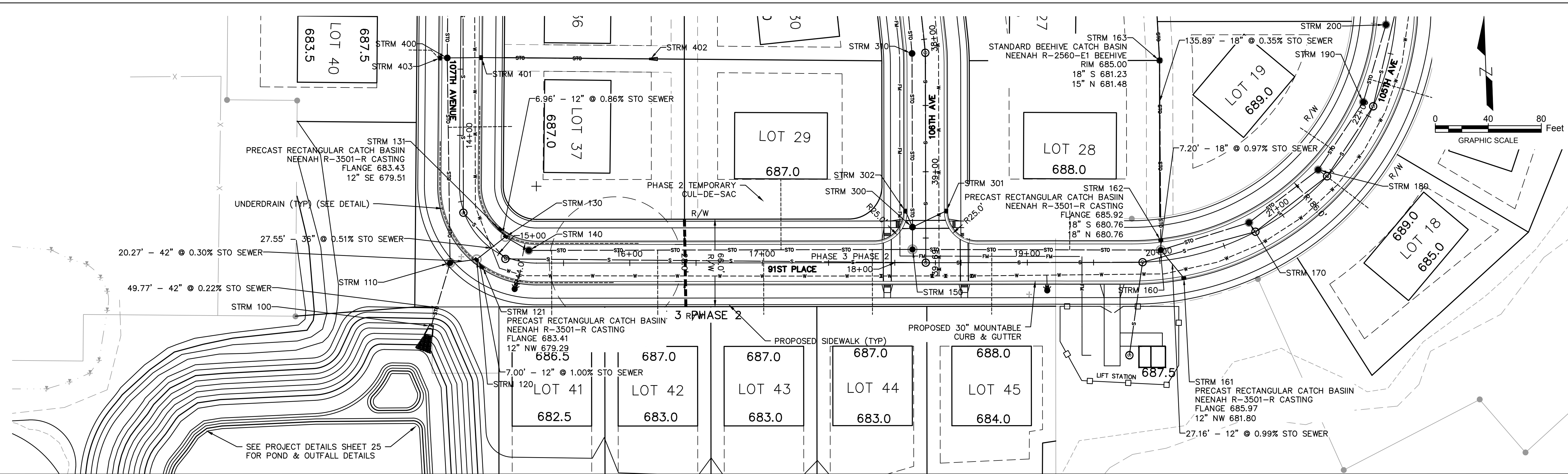
THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

PIPE LENGTH DISTANCES & ELEVATIONS ARE GIVEN FROM CENTER OF STRUCTURE OR END OF OUTFALL STRUCTURES. OUTFALL STRUCTURES SHALL BE PLACED TO BLEND WITH EXISTING OR PROPOSED TOPOGRAPHY.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

NOTES:  
 1. UNDERDRAINS SHALL BE PROVIDED WITHIN 100' OF ALL LOW POINTS.  
 2. CATCH BASINS TO BE 24"x30". SEE PROJECT DETAILS.  
 3. MATCH EXISTING CURB & GUTTER AT ROADWAY TRANSITIONS WITH 10:1 TAPER.

|   |  |
|---|--|
| DESCRIPTION   |  |
| DATE  |  |
| <br>RIVER RUN AT HERITAGE VALLEY<br>VILLAGE OF PLEASANT PRAIRIE<br>ROADWAY AND STORM SEWER<br>PLAN AND PROFILE<br>106TH AVENUE  |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION  |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: 1" = 40'<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG<br>CHECKED BY: GER |  |
| <b>SHEET NUMBER</b><br>21   |  |



**NOTES:**  
 1. UNDERDRAINS SHALL BE PROVIDED WITHIN 100' OF ALL LOW POINTS.  
 2. CATCH BASINS TO BE 24"x30". SEE PROJECT DETAILS.  
 3. MATCH EXISTING CURB & GUTTER AT ROADWAY TRANSITIONS WITH 10:1 TAPER.

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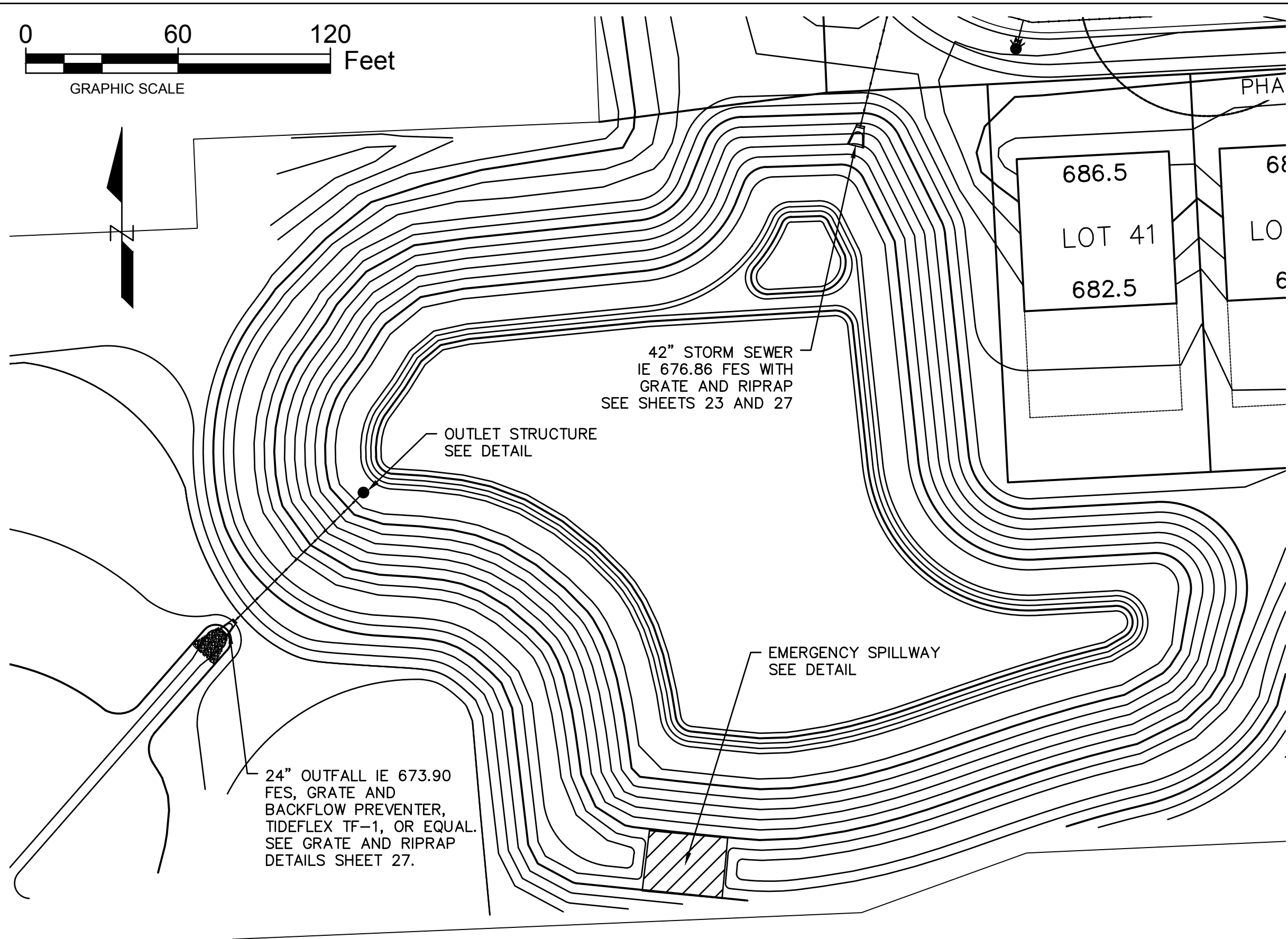
PIPE LENGTH DISTANCES & ELEVATIONS ARE GIVEN FROM CENTER OF STRUCTURE OR END OF OUTFALL STRUCTURES. OUTFALL STRUCTURES SHALL BE PLACED TO BLEND WITH EXISTING OR PROPOSED TOPOGRAPHY.

|   |  |
|---|--|
| DESCRIPTION   |  |
| DATE  |  |
| <br>CREATIVITY BEYOND ENGINEERING<br>rasmith.com  |  |
| <b>RIVER RUN AT HERITAGE VALLEY</b><br><b>VILLAGE OF PLEASANT PRAIRIE</b><br><b>ROADWAY AND STORM SEWER</b><br><b>PLAN AND PROFILE</b><br><b>91ST PLACE</b> |  |
| <b>PRELIMINARY</b><br><b>NOT FOR</b><br><b>CONSTRUCTION</b>   |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: 1" = 40'<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG      |  |
| CHECKED BY: GER   |  |
| <b>SHEET NUMBER</b><br>22   |  |









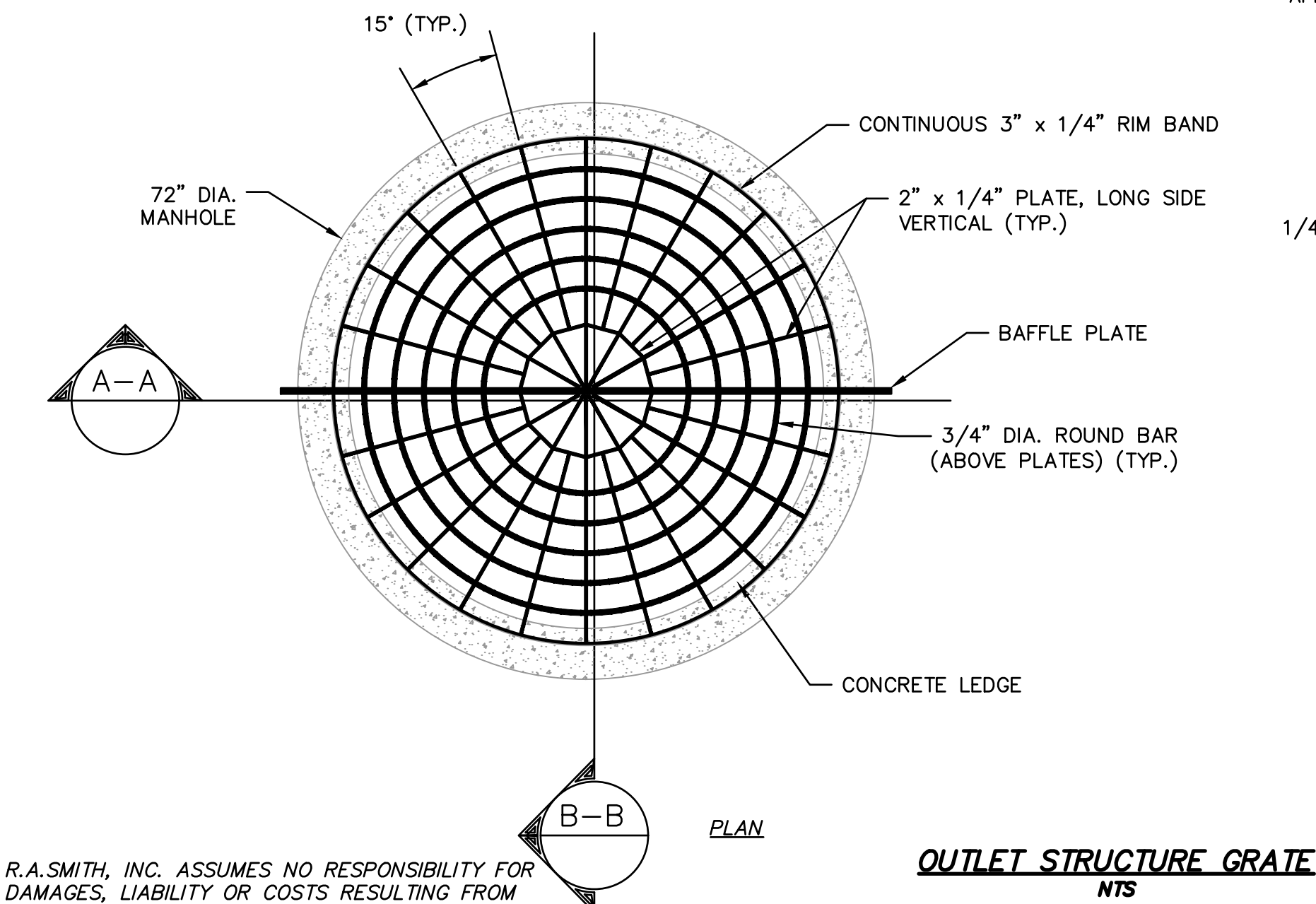
**STORM WATER DETENTION POND**

**DESIGN DATA**

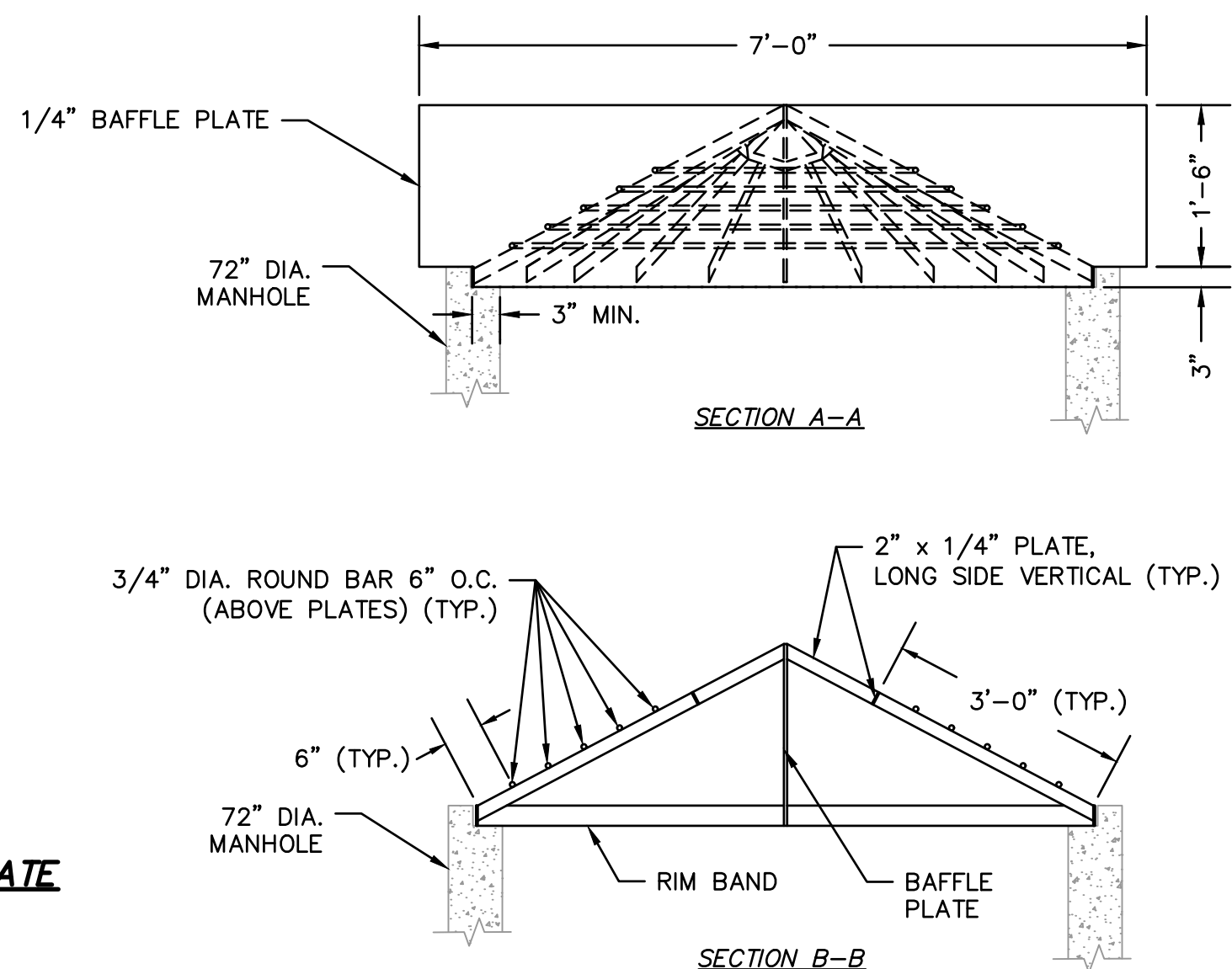
**MATERIAL PROPERTIES:**  
 CONCRETE MASONRY.....  $f_c = 4,000$  psi  
 STEEL BAR REINFORCEMENT.....  $f_y = 60,000$  psi  
 STRUCTURAL STEEL (ASTM A36).....  $f_y = 36,000$  psi

**NOTES:**

- DRAWINGS SHALL NOT BE SCALED.
- ALL BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.
- ALL STEEL GRATE COMPONENTS SHALL BE WELDED TOGETHER. WELDS SHALL CONFORM TO AWS STANDARDS.
- GRATE SHALL BEAR FLUSH ON CONCRETE AT RIM.
- PROVIDE SADDLE CLIP CLAMP CONNECTIONS BETWEEN STEEL GRATE AND SUPPORTING CONCRETE. GRATE SHALL BE REMOVABLE.
- STEEL GRATE SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION IN CONFORMANCE WITH ASTM A123.
- PRECAST MANHOLE SHALL PROVIDE 3" MIN. BEARING LEDGE AROUND ENTIRE GRATE CIRCUMFERENCE.
- PREPARE AND SUBMIT STEEL GRATE AND PRECAST MANHOLE SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION.

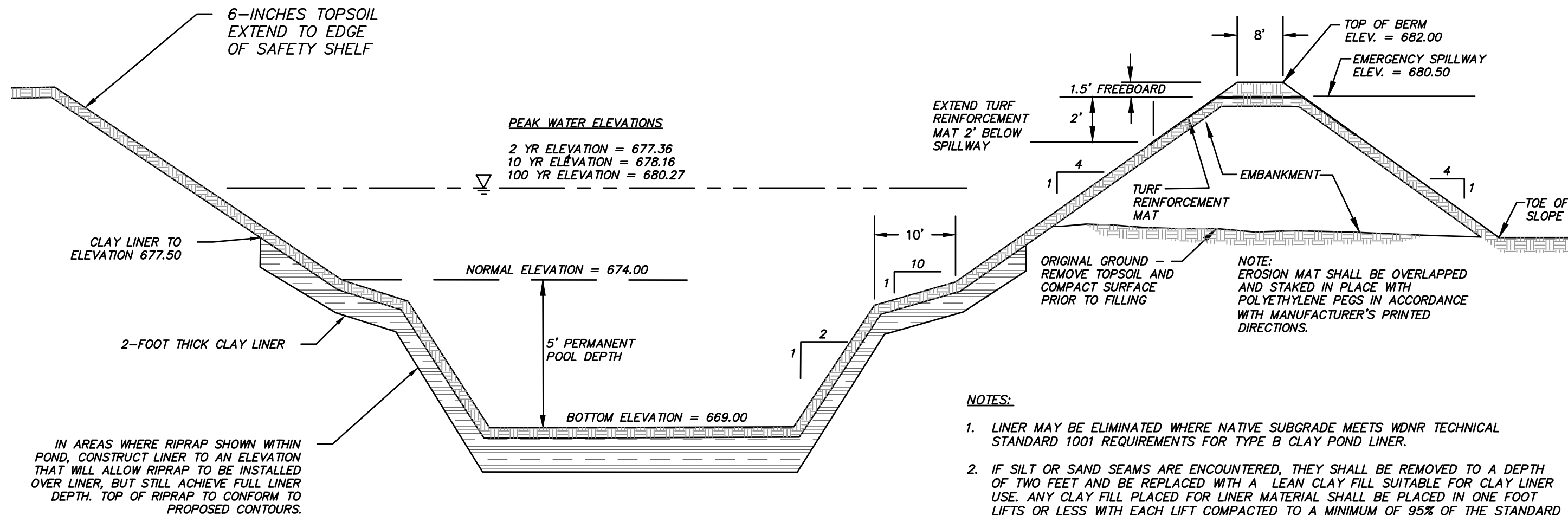


**OUTLET STRUCTURE GRATE**  
NTS



**SECTION A-A**

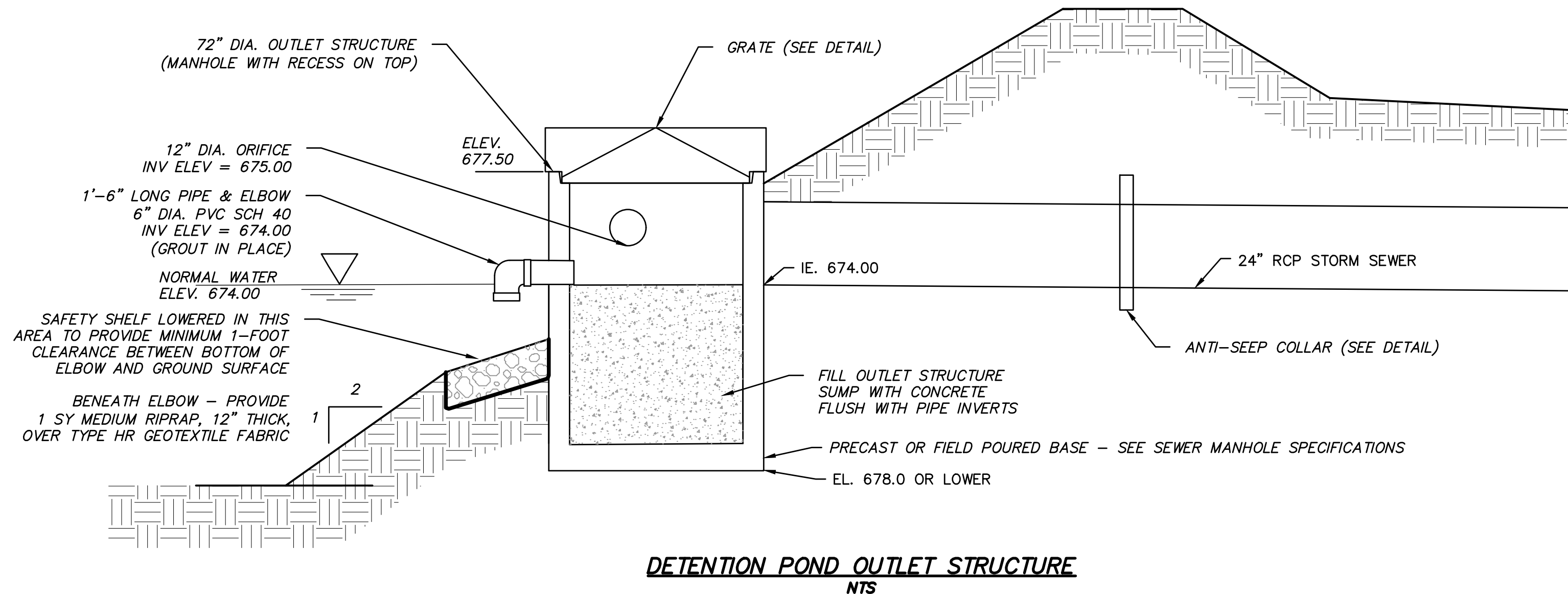
**SECTION B-B**



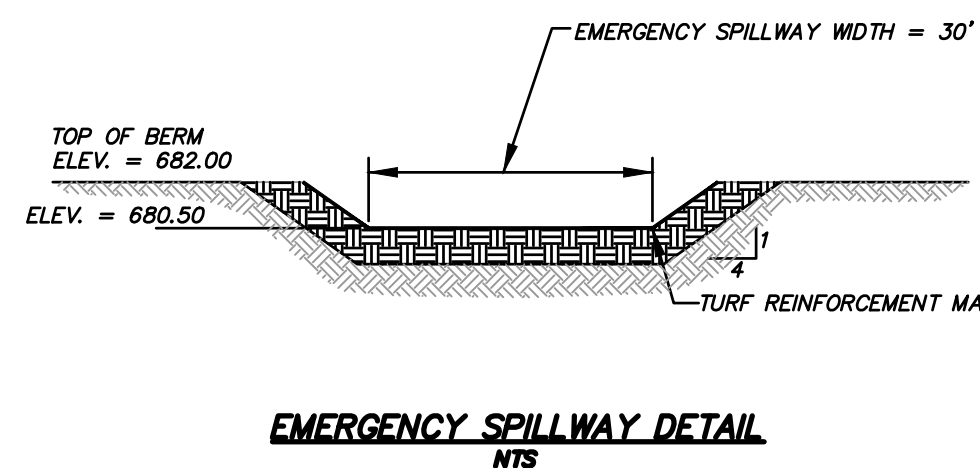
**DETENTION POND CROSS SECTION**  
NTS

**NOTES:**

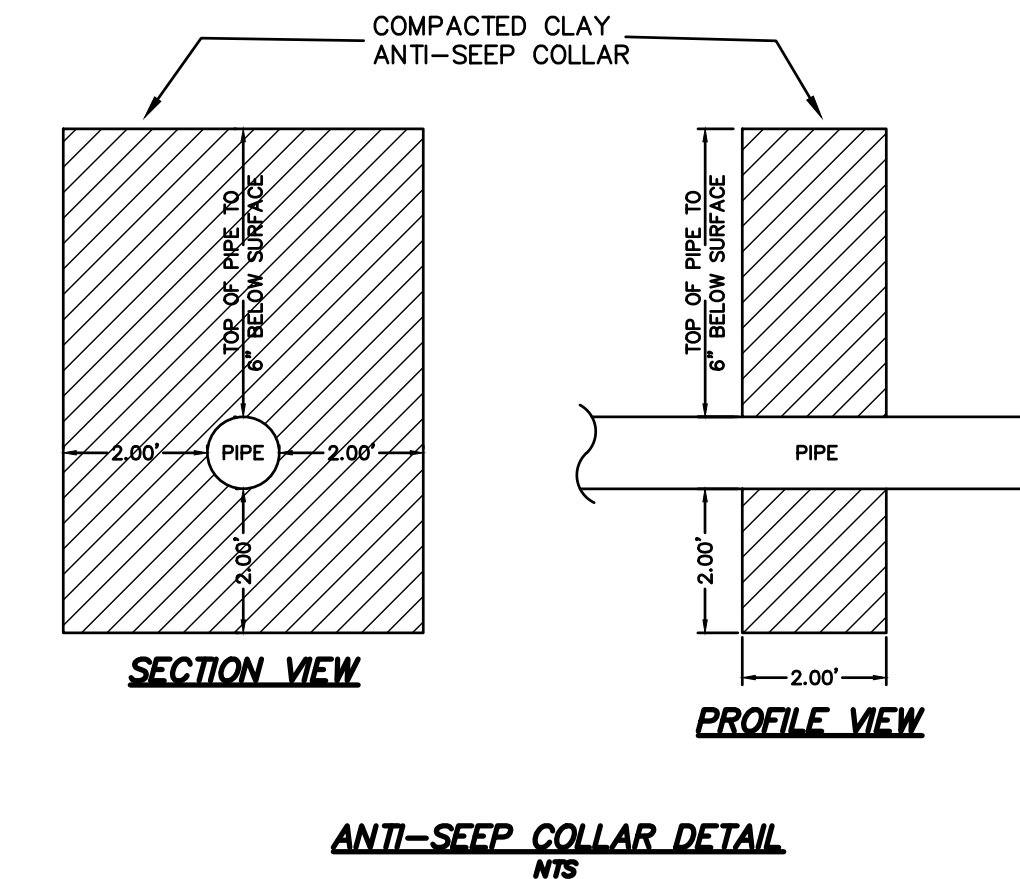
- LINER MAY BE ELIMINATED WHERE NATIVE SUBGRADE MEETS WDMR TECHNICAL STANDARD 1001 REQUIREMENTS FOR TYPE B CLAY POND LINER.
- IF SILT OR SAND SEAMS ARE ENCOUNTERED, THEY SHALL BE REMOVED TO A DEPTH OF TWO FEET AND BE REPLACED WITH A LEAN CLAY FILL SUITABLE FOR CLAY LINER USE. ANY CLAY FILL PLACED FOR LINER MATERIAL SHALL BE PLACED IN ONE FOOT LIFTS OR LESS WITH EACH LIFT COMPACTED TO A MINIMUM OF 95% OF THE STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY.



**DETENTION POND OUTLET STRUCTURE**  
NTS



**EMERGENCY SPILLWAY DETAIL**  
NTS



**SECTION VIEW**

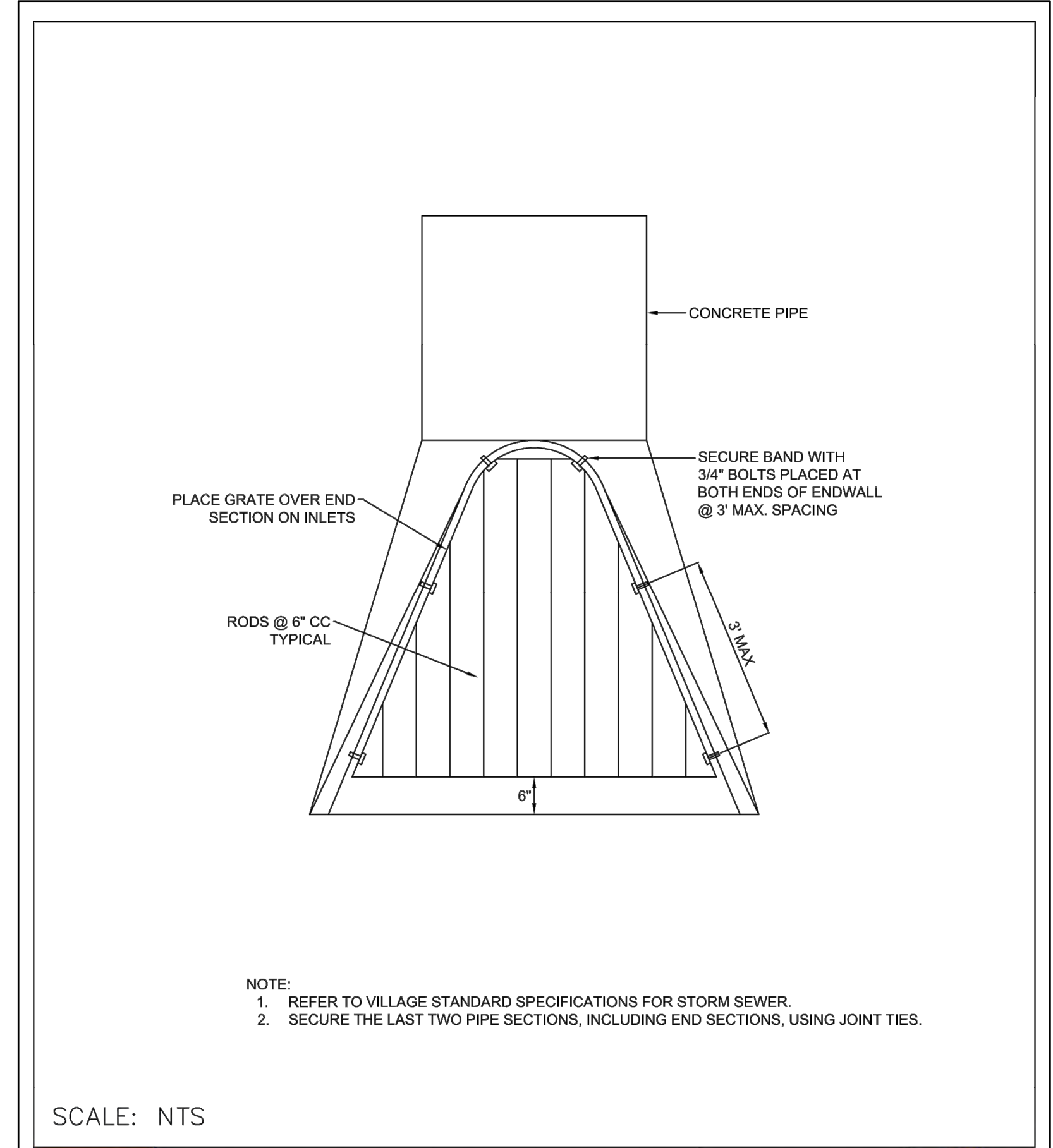
**PROFILE VIEW**

**ANTI-SEEP COLLAR DETAIL**  
NTS

|  |  |
|--|--|
| DESCRIPTION  |  |
| DATE   |  |
| <br>CREATIVITY BEYOND ENGINEERING<br><a href="http://rasmith.com">rasmith.com</a>  |  |
| <b>RIVER RUN AT HERITAGE VALLEY</b><br><b>VILLAGE OF PLEASANT PRAIRIE</b><br><b>PROJECT DETAILS</b><br><b>POND DETAIL</b>  |  |
| <b>PRELIMINARY</b><br><b>NOT FOR</b><br><b>CONSTRUCTION</b>  |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: NTS<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG<br>CHECKED BY: ----<br><b>SHEET NUMBER</b><br>25 |  |

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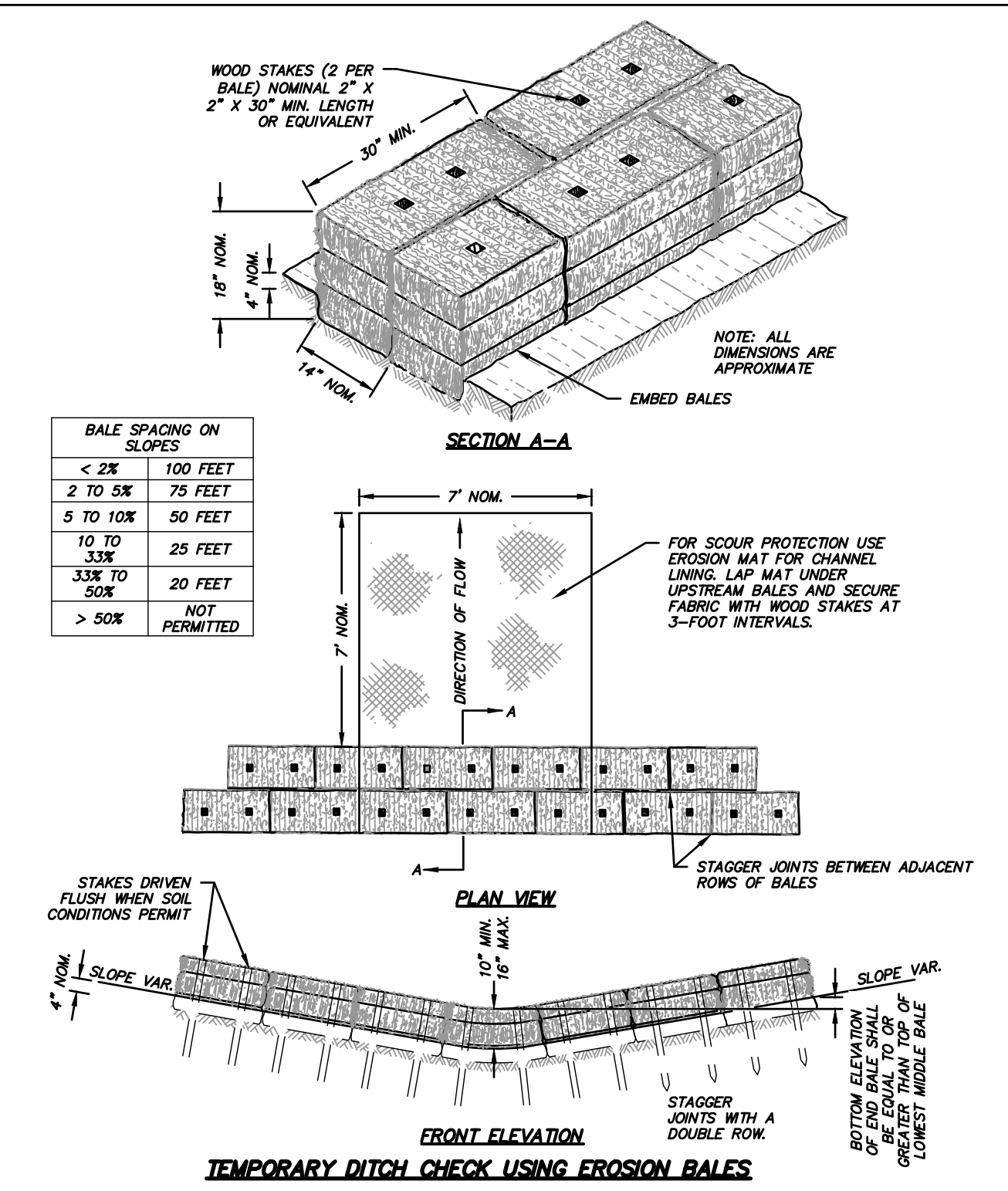
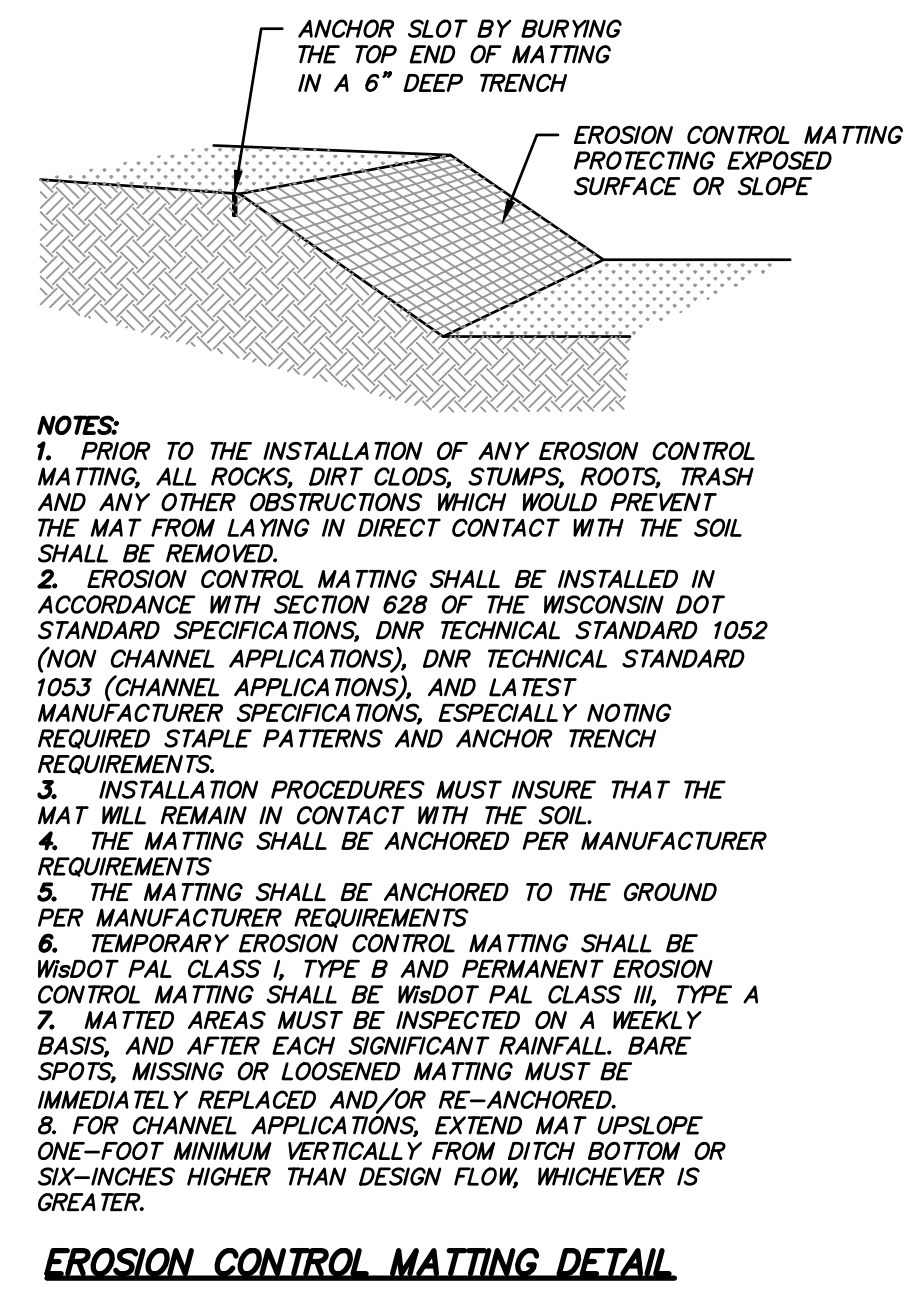
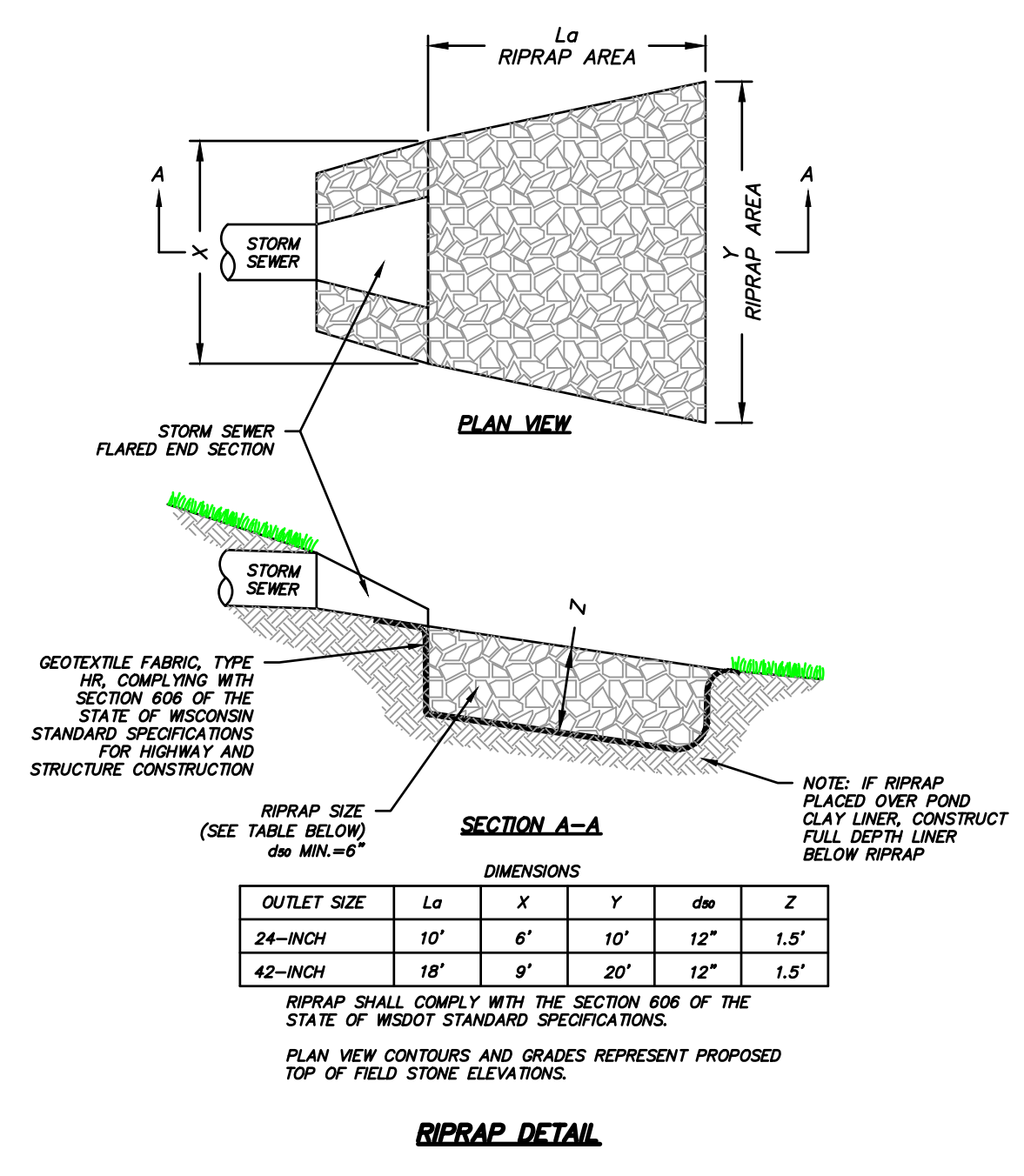




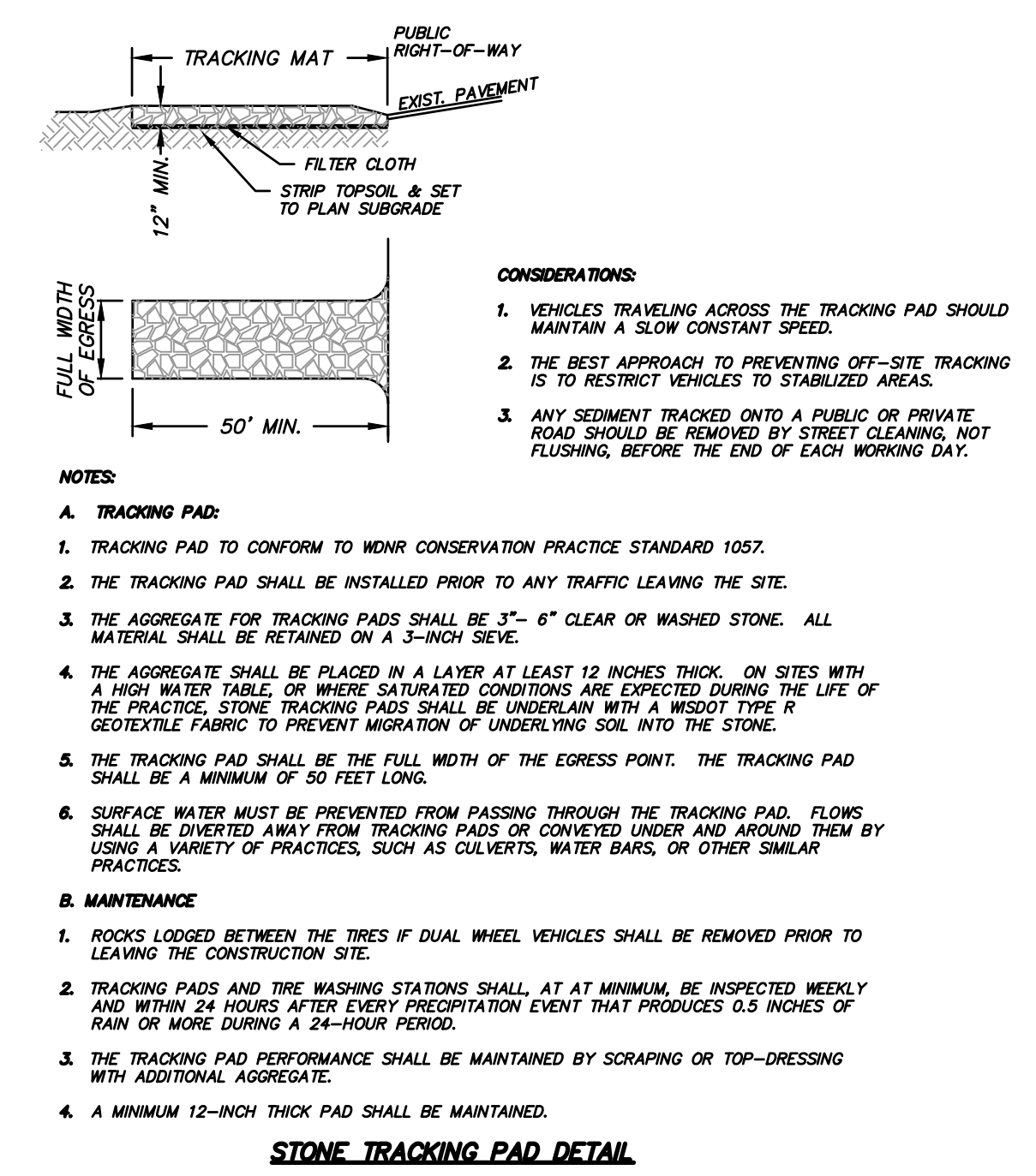
- NOTE:
- REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.
  - SECURE THE LAST TWO PIPE SECTIONS, INCLUDING END SECTIONS, USING JOINT TIES.

SCALE: NTS

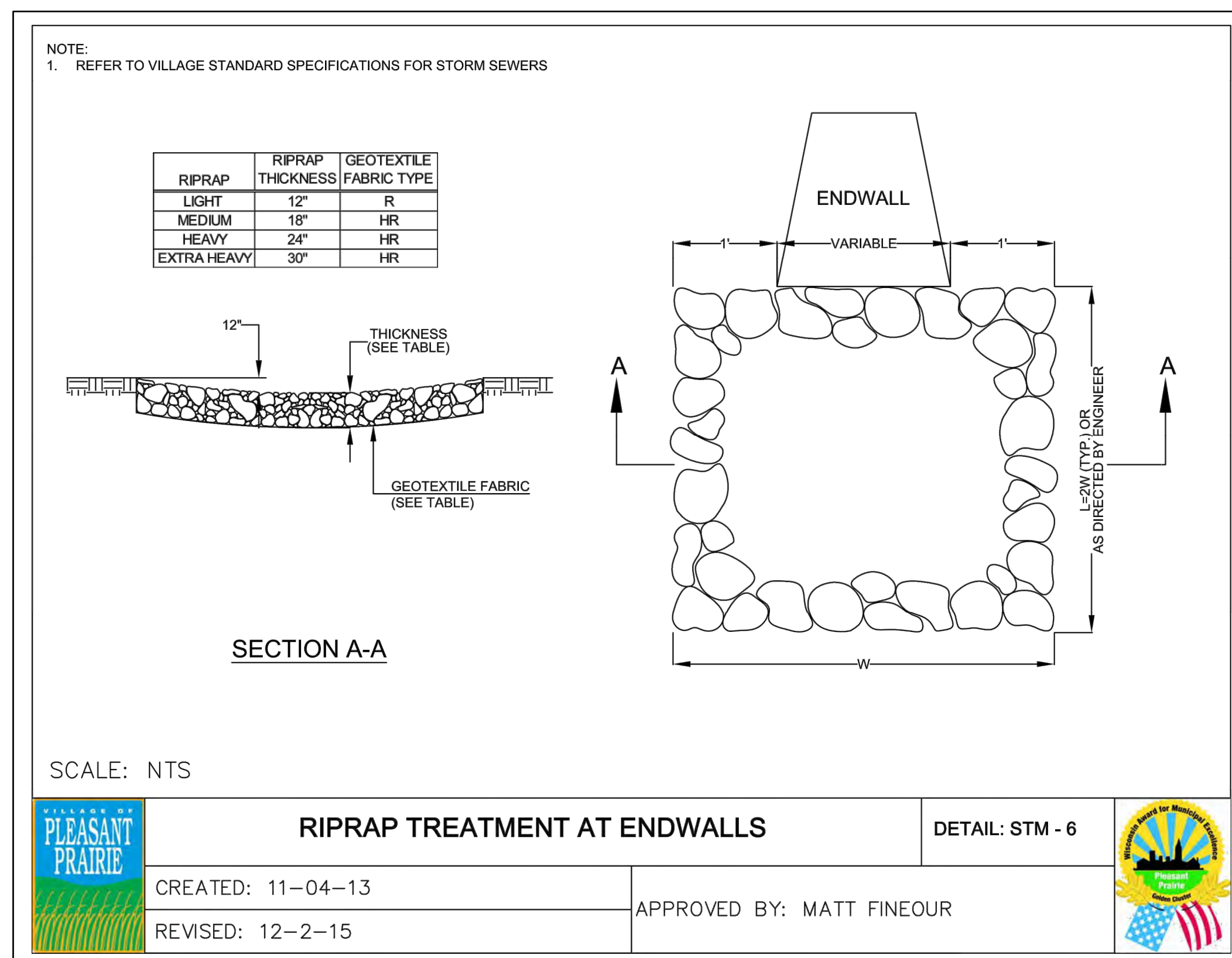
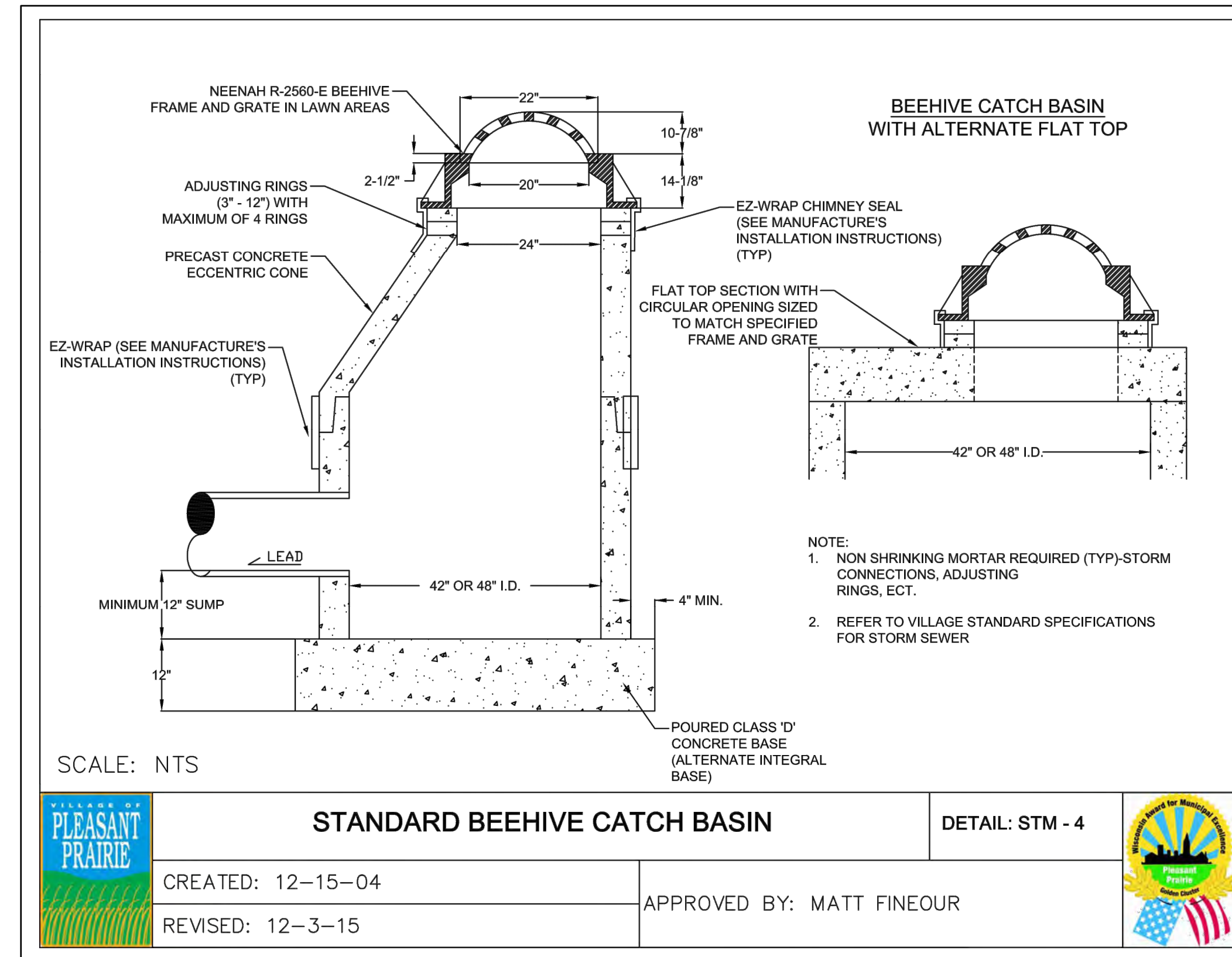
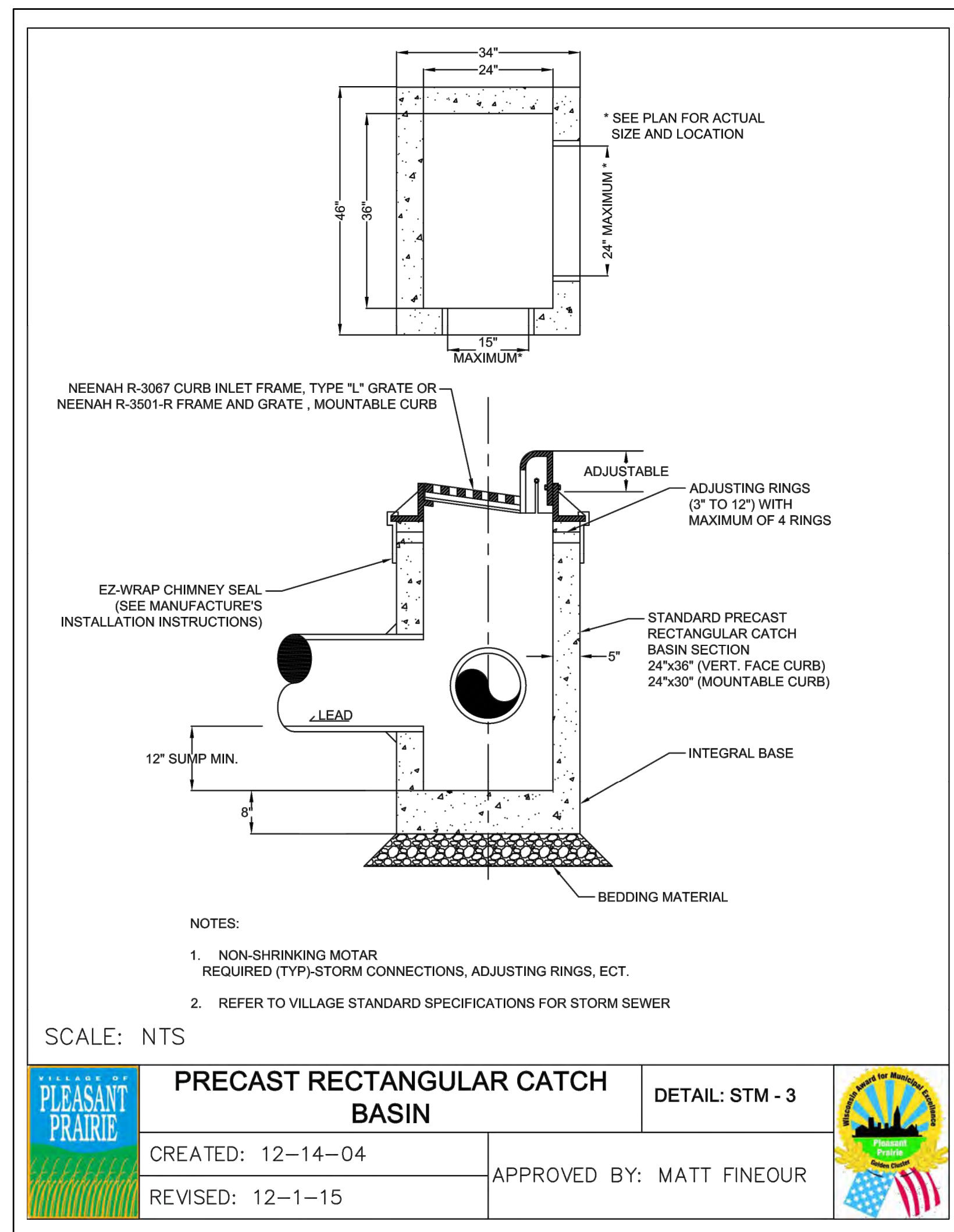
|  |                                       |                               |
|--|---------------------------------------|-------------------------------|
|  | <b>STANDARD ENDWALL GRATE</b>         | DETAIL: STM - 5               |
|  | CREATED: 11-01-13<br>REVISED: 12-2-15 | APPROVED BY: MATT FINEOUR<br> |



- NOTES:
- DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION AND MNR TECHNICAL STANDARD 1062.
  - TEMPORARY DITCH CHECKS OF A SINGLE ROW OF EROSION BALES ARE NOT PERMITTED.
  - SEDIMENT BALE BARRIERS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
  - DAMAGED OR DECOMPOSED SEDIMENT BALE BARRIERS, AND UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF THE SEDIMENT BALE BARRIERS SHALL BE REPAIRED.
  - SEDIMENT SHALL BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH ONE-HALF THE HEIGHT OF THE SEDIMENT BALE BARRIER.
  - SEDIMENT BALE BARRIERS AND ANCHORING DEVICES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN THEY HAVE SERVED THEIR USEFULNESS, BUT NOT BEFORE THE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
  - ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SEDIMENT BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
  - EFFECTIVENESS OF BALES IS LESS THAN 3 MONTHS.



|  |                 |
|--|-----------------|
| DESCRIPTION  |                 |
| DATE   |                 |
| <br>RIVER RUN AT HERITAGE VALLEY<br>VILLAGE OF PLEASANT PRAIRIE<br>PROJECT DETAILS |                 |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION   |                 |
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| DATE:  | 1/24/18         |
| SCALE:   | NTS             |
| JOB NO.:   | 1160367         |
| PROJECT MANAGER:   | GARY RAASCH, PE |
| DESIGNED BY:   | MJG             |
| CHECKED BY:  | ----            |
| SHEET NUMBER   |                 |
| 27   |                 |



| DESCRIPTION |  |
|-------------|--|
| DATE        |  |

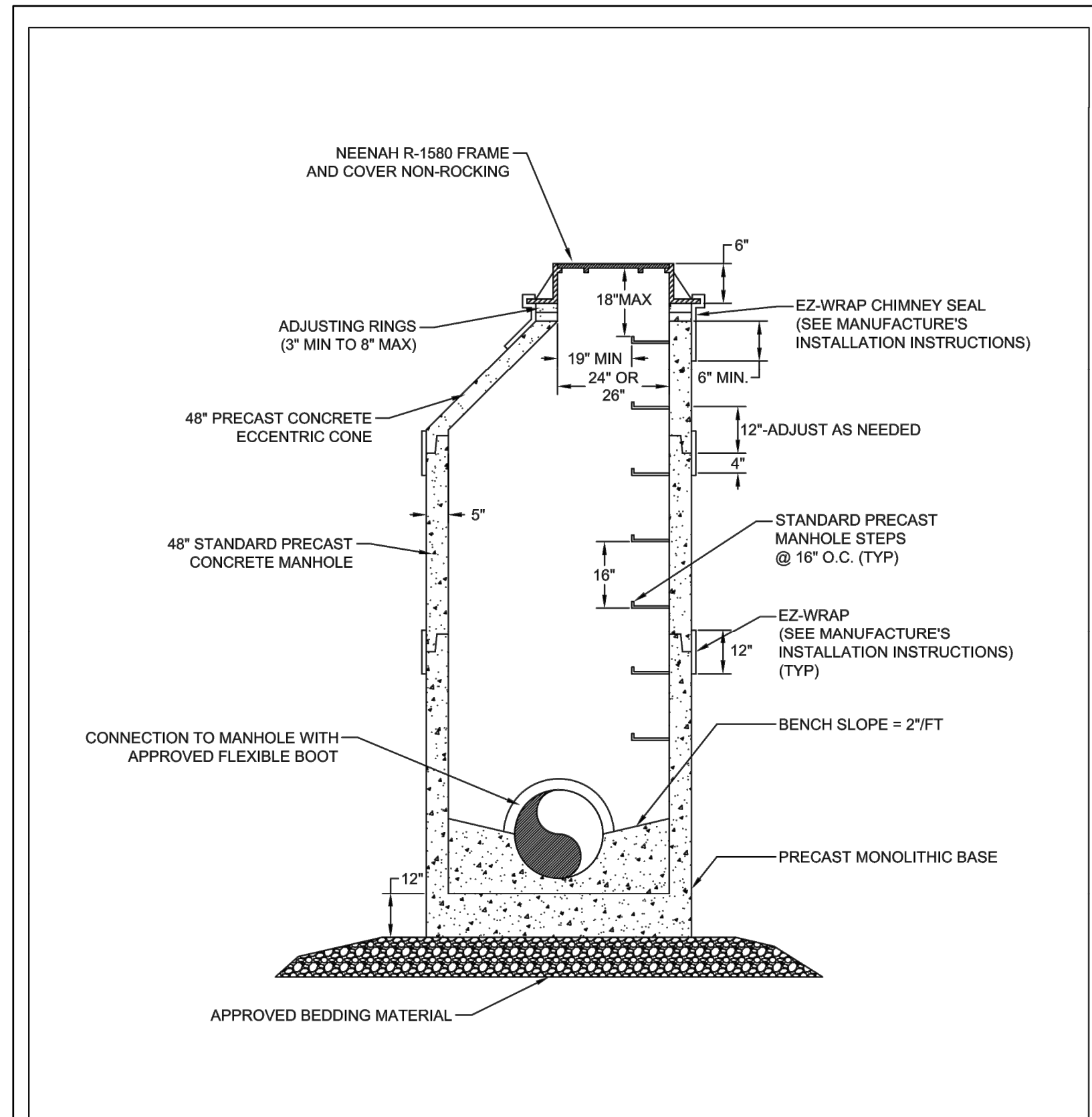
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RIVER RUN AT HERITAGE VALLEY  
VILLAGE OF PLEASANT PRAIRIE  
PROJECT DETAILS

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SCALE: NTS  
JOB NO. 1160367  
PROJECT MANAGER:  
GARY RAASCH, PE  
DESIGNED BY: MJG  
CHECKED BY: ----

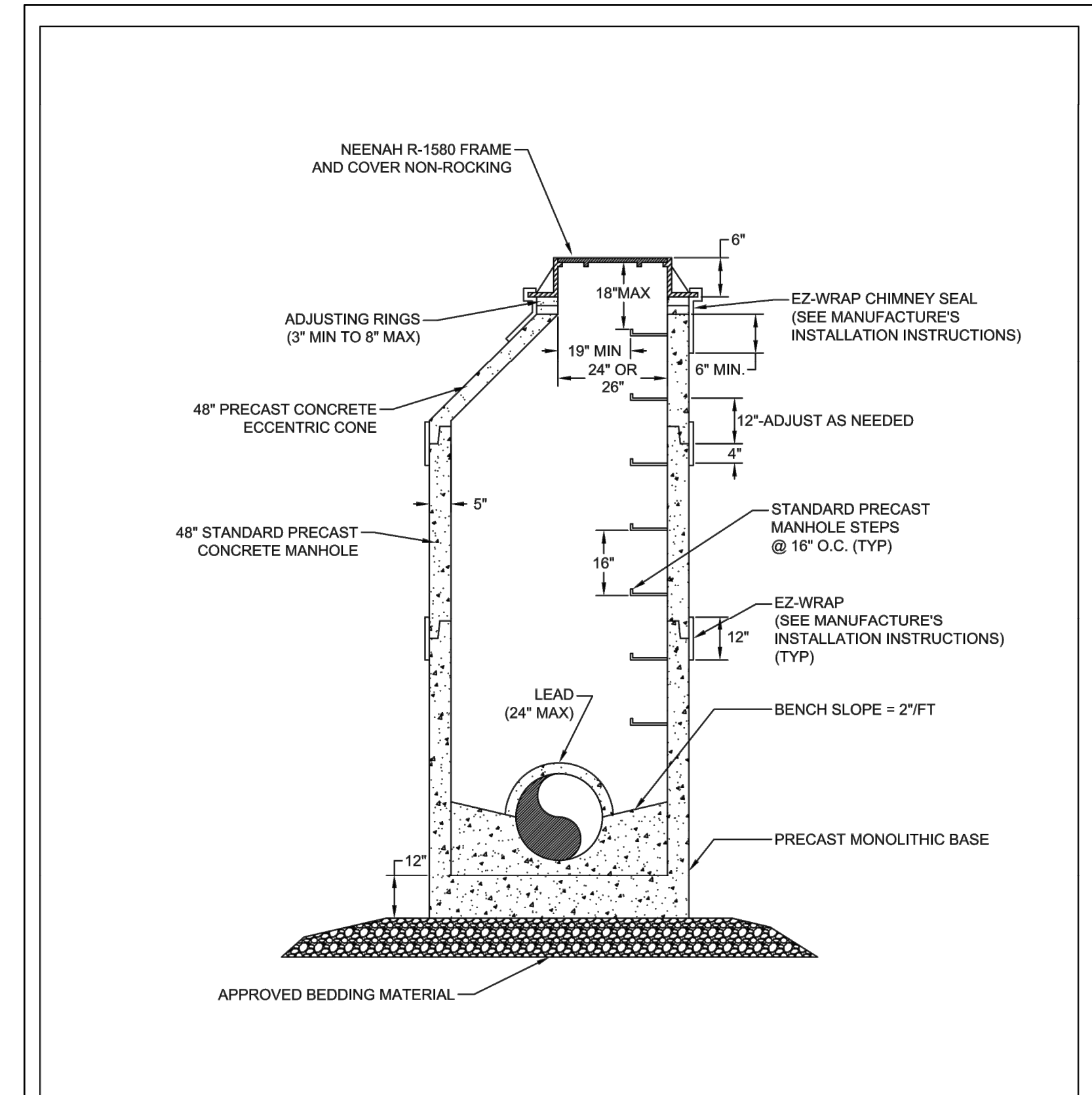
**SHEET NUMBER**  
28



NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR SANITARY SEWER.

SCALE: NTS

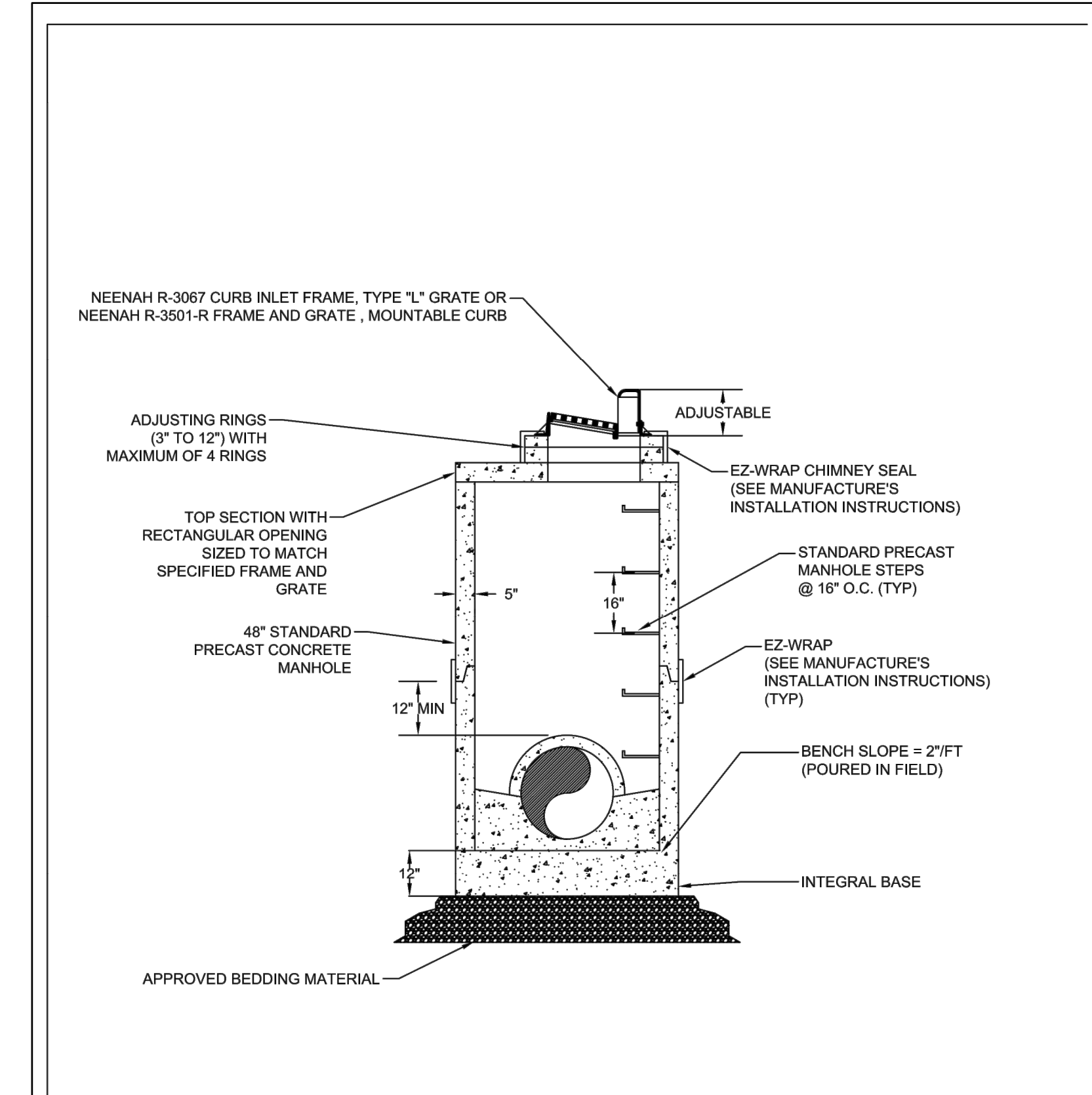
|  |                                  |                           |  |
|--|----------------------------------|---------------------------|--|
|  | <b>STANDARD SANITARY MANHOLE</b> | DETAIL: SAN - 1           |  |
|  | CREATED: 11-21-12                | APPROVED BY: MATT FINEOUR |  |
|  | REVISED: 11-10-15                |                           |  |



NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.

SCALE: NTS

|  |                               |                           |  |
|--|-------------------------------|---------------------------|--|
|  | <b>STANDARD STORM MANHOLE</b> | DETAIL: STM - 1           |  |
|  | CREATED: 11-21-12             | APPROVED BY: MATT FINEOUR |  |
|  | REVISED: 12-1-15              |                           |  |



NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

SCALE: NTS

|  |   |                           |  |
|--|---|---------------------------|--|
|  | <b>STANDARD STORM MANHOLE WITH CURB INLET</b> | DETAIL: STM - 2           |  |
|  | CREATED: 9-23-04                              | APPROVED BY: MATT FINEOUR |  |
|  | REVISED: 12-1-15                              |                           |  |

| DESCRIPTION |
|-------------|
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| DATE        |
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RIVER RUN AT HERITAGE VALLEY  
 VILLAGE OF PLEASANT PRAIRIE  
 PROJECT DETAILS

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| DATE: 1/24/18                        |
| SCALE: NTS                           |
| JOB NO. 1160367                      |
| PROJECT MANAGER:<br>GARY RAASCH, PE  |
| DESIGNED BY: MJG                     |
| CHECKED BY: ----                     |
| <b>SHEET NUMBER</b>                  |
| 29                                   |







**LEGEND**  
(PROPOSED FEATURES)

|  |  |
|--|--|
|  | TREE REMOVAL   |
|  | EXISTING CONCRETE PAVEMENT TO BE REMOVED   |
|  | EXISTING ASPHALT PAVEMENT TO BE REMOVED  |
|  | EXISTING GRAVEL TO BE REMOVED  |
|  | EXISTING BUILDING/STRUCTURE TO BE REMOVED  |
|  | SAWCUT LINE  |
|  | PROPOSED PROPERTY LINE   |
|  | PROPOSED SITE LIGHTING (DESIGNED BY OTHERS, FOR REFERENCE ONLY)                        |
|  | MONUMENT SIGNS (CONSTRUCTION DETAILS BY OTHERS)  |
|  | SIGN   |
|  | HEAVY-DUTY CONCRETE PAVEMENT   |
|  | CONCRETE SIDEWALK  |
|  | HEAVY-DUTY ASPHALT PAVEMENT  |
|  | STANDARD-DUTY ASPHALT PAVEMENT   |
|  | COLORLED AND STAMPED CONCRETE  |
|  | PROPOSED 18" REJECT CURB & GUTTER (AS SHOWN ON SITE PLAN)                              |
|  | PROPOSED 18" STANDARD CURB & GUTTER (AS SHOWN ON SITE PLAN)                            |
|  | PROPOSED ACCESSIBLE PAVEMENT MARKING   |
|  | VAN ACCESSIBLE STALL   |
|  | PROPOSED TYPE 3 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)  |
|  | PROPOSED TYPE 3A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.) |
|  | PROPOSED TYPE 4 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)  |
|  | PROPOSED TYPE 4A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.) |
|  | PROPOSED TYPE 7 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)  |
|  | DOOR   |
|  | STRUCTURAL RETAINING WALL - (DESIGNED BY OTHERS)                                       |
|  | PROPOSED 0.5-FOOT GRADE CONTOUR (ONLY USED WHEN CRITICAL)                              |
|  | PROPOSED 1-FOOT GRADE CONTOUR  |
|  | PROPOSED 5-FOOT GRADE CONTOUR  |
|  | PROPOSED SPOT GRADE  |
|  | PROPOSED TOP OF CURB   |
|  | DENOTES PROPOSED GARAGE FLOOR GRADE  |
|  | DENOTES APPROXIMATE ROCK ELEVATION   |
|  | IF A SECOND ELEVATION IS GIVEN, "LOG" DENOTES GROUND LEVEL FOR LOOK OUT.               |
|  | "WOS" DENOTES BASEMENT SLAB GRADE FOR WALK OUT.  |
|  | CULVERT PIPE DITCH CHECK   |
|  | PROPOSED EROSION CONTROL BALE  |
|  | TEMPORARY DITCH CHECK  |
|  | PROPOSED INLET PROTECTION  |
|  | PROPOSED SILT FENCE  |
|  | PROPOSED STRAW WATTLE  |
|  | PROPOSED TEMPORARY DIVERSION SWALE & BERM  |
|  | PROPOSED LEVEL SPREADER  |
|  | PROPOSED STONE TRACKING MAT  |
|  | PROPOSED PERMANENT TURF REINFORCEMENT MAT  |
|  | EROSION CONTROL BLANKET  |
|  | PROPOSED RIPRAP  |
|  | PROPOSED GAS LINE  |
|  | PROPOSED ELECTRIC LINE   |
|  | PROPOSED TELEPHONE LINE  |
|  | PROPOSED WATER MAIN  |
|  | PROPOSED STORM SEWER   |
|  | PROPOSED SANITARY SEWER  |
|  | PROPOSED FIRE DEPARTMENT CONNECTION  |
|  | PROPOSED WATER VALVE   |
|  | PROPOSED FIRE HYDRANT  |
|  | PROPOSED INLET   |
|  | PROPOSED STORM MANHOLE   |
|  | PROPOSED AREA DRAIN  |
|  | PROPOSED SANITARY MANHOLE  |

**LEGEND**

|     |  |
|-----|--|
| ( ) | INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT |
|     | OR SECTION OR 1/4 SECTION CORNER AS DESCRIBED                        |
|     | 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)                     |
|     | 1" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)             |
|     | BOLLARD  |
|     | SOIL BORING/MONITORING WELL  |
|     | FLAGPOLE   |
|     | MAILBOX  |
|     | SIGN   |
|     | BILLBOARD  |
|     | AIR CONDITIONER  |
|     | CONTROL BOX  |
|     | TRAFFIC SIGNAL   |
|     | RAILROAD CROSSING SIGNAL   |
|     | CABLE PEDESTAL   |
|     | POWER POLE   |
|     | GUY POLE   |
|     | GUY WIRE   |
|     | LIGHT POLE   |
|     | SPOT/YARD/PEDESTAL LIGHT   |
|     | HANDICAPPED PARKING  |
|     | ELECTRIC MANHOLE   |
|     | ELECTRIC PEDESTAL  |
|     | ELECTRIC METER   |
|     | ELECTRIC TRANSFORMER   |
|     | TELEPHONE MANHOLE  |
|     | TELEPHONE PEDESTAL   |
|     | MARKED FIBER OPTIC   |
|     | GAS VALVE  |
|     | GAS METER  |
|     | GAS WARNING SIGN   |
|     | STORM MANHOLE  |
|     | ROUND INLET  |
|     | SQUARE INLET   |
|     | STORM SEWER END SECTION  |
|     | SANITARY MANHOLE   |
|     | SANITARY CLEANOUT OR SEPTIC VENT                                     |
|     | SANITARY INTERCEPTOR MANHOLE   |
|     | MISCELLANEOUS MANHOLE  |
|     | WATER VALVE  |
|     | HYDRANT  |
|     | WATER SERVICE CURB STOP  |
|     | WATER MANHOLE  |
|     | WELL   |
|     | WATER SURFACE  |
|     | WETLANDS FLAG  |
|     | MARSH  |
|     | CONIFEROUS TREE  |
|     | DECIDUOUS TREE   |
|     | SHRUB  |
|     | EDGE OF TREES  |
|     | SANITARY SEWER   |
|     | STORM SEWER  |
|     | WATERMAIN  |
|     | MARKED GAS MAIN  |
|     | MARKED ELECTRIC  |
|     | OVERHEAD WIRES   |
|     | BUREAU ELEC. SERV.   |
|     | MARKED TELEPHONE   |
|     | MARKED CABLE TV LINE   |
|     | MARKED FIBER OPTIC   |
|     | INDICATES EXISTING CONTOUR ELEVATION                                 |
|     | INDICATES EXISTING SPOT ELEVATION                                    |
|     | EXISTING PROPERTY LINE   |
|     | EXISTING EASEMENT LINE   |

**OWNER:**  
U.S. SHELTER HOMES, L.L.C.  
31632 NORTH ELLIS DRIVE  
VOLO, ILLINOIS 60073  
PH: 847-742-8200

**ENGINEER:**  
R.A. SMITH, INC.  
16745 W. BLUEMOUND ROAD  
BROOKFIELD, WI 53005  
PH: 262-781-1000

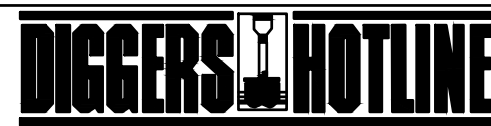
**APPROVAL AGENCY:**  
VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158  
PH: 262-694-1400  
FAX: 262-694-4734

*THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS AND THE PROJECT MANUAL INCLUDING ALL PROJECT SPECIFICATIONS ON-SITE DURING TIME OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATIONS ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.*

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*PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE MUST BE HELD AT THE VILLAGE OFFICES. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGNING ENGINEER OF RECORD*

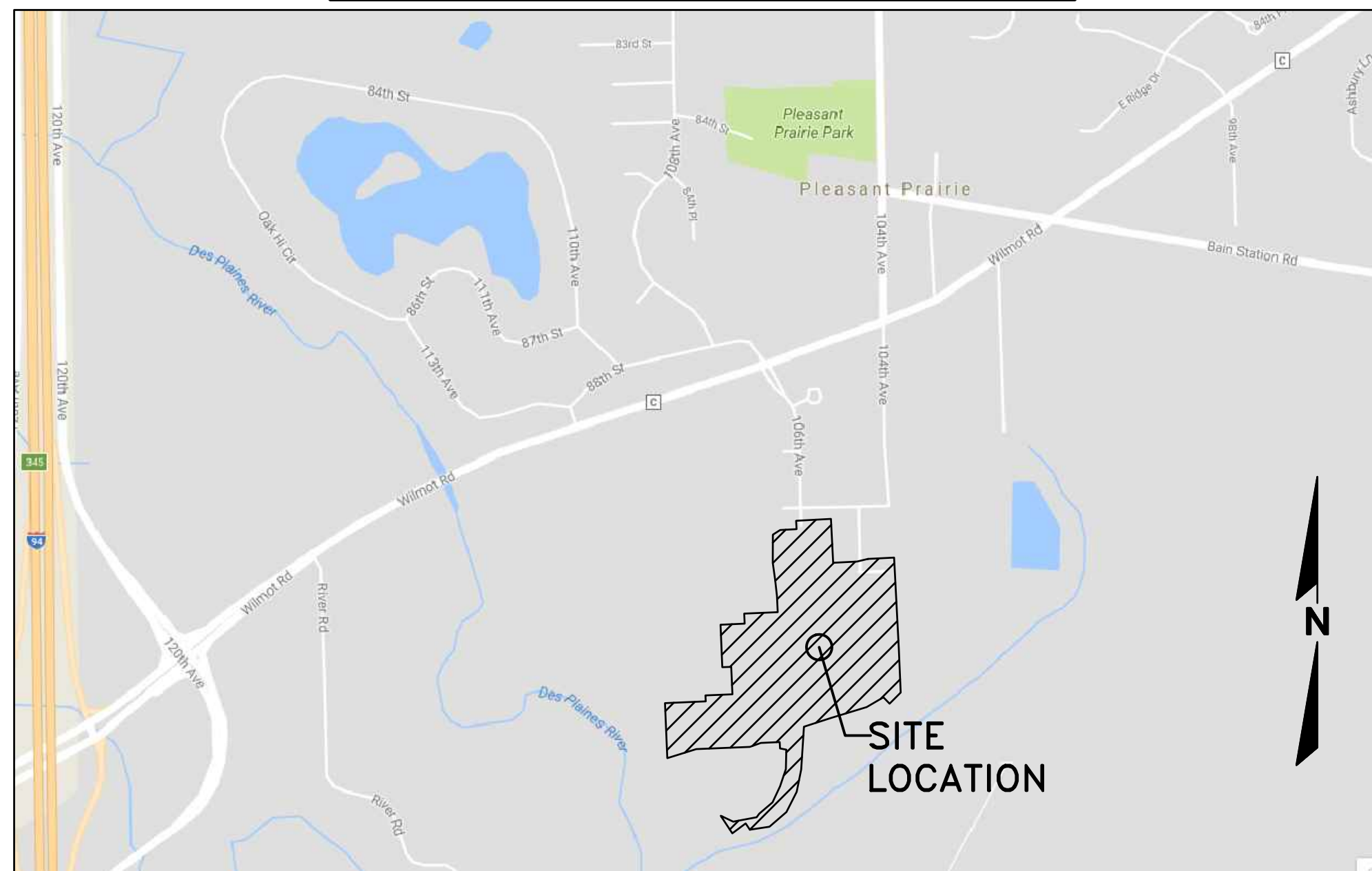
*DIGGERS HOTLINE TO BE CONTACTED TO LOCATE UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.*



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# LANDSCAPE PLANS FOR RIVER RUN AT HERITAGE VALLEY SUBDIVISION PLEASANT PRAIRIE, WI

## VICINITY MAP



### BENCHMARKS

- NORTHEAST CORNER OF 87TH PL. AND 106TH AVE. INTERSECTION. BM #1, NW FLANGE BOLT ON HYDRANT, EL = 702.04
- SOUTHEAST CORNER OF 87TH PL. AND 105TH AVE. BM #2 NW FLANGE BOLT ON HYDRANT, EL = 698.17
- SOUTHEAST PART OF SITE. BM #3 SE COR OF NE 1/4 OF SEC. 18-1-22 BRASS CAP MONUMENT, EL = 678.58

VERTICAL DATUM: NGVD 29 (SEWRPC)

HORIZONTAL DATUM: WISCONSIN STATE PLANE COORDINATE SYSTEM-SOUTH ZONE (NAD27)

### UTILITY CONTACTS

TIME WARNER CABLE  
STEVE CRAMER  
414-277-4045

WE ENERGIES ELECTRIC  
LEONARD WILSON  
414-944-5690

WE ENERGIES GAS  
DOUG LAURENT  
414-944-5682

AT&T  
JAY BULANEK  
262-896-7669

## PLAN INDEX

| SHEET NO. | DESCRIPTION                      |
|-----------|----------------------------------|
| 1         | TITLE SHEET                      |
| 2         | OVERALL LANDSCAPE PLAN & DETAILS |
| 3         | LANDSCAPE PLAN NORTH             |
| 4         | LANDSCAPE PLAN SOUTH             |

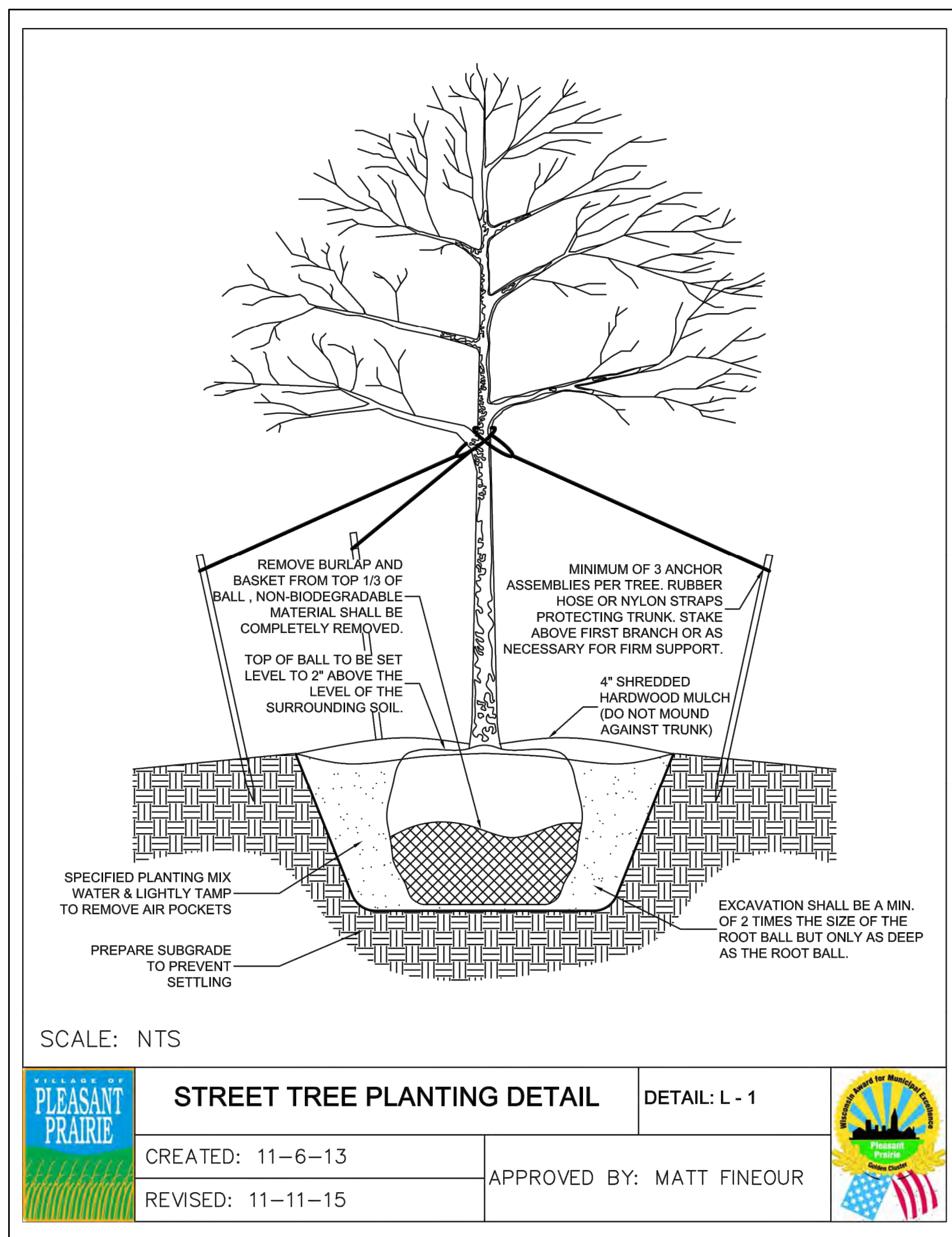
**PLAN DATE: 1/24/18**

| REVISIONS | ISSUE DATE | SHEET NO.'S | ISSUED FOR: |
|-----------|------------|-------------|-------------|
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RIVER RUN AT HERITAGE VALLEY  
VILLAGE OF PLEASANT PRAIRIE

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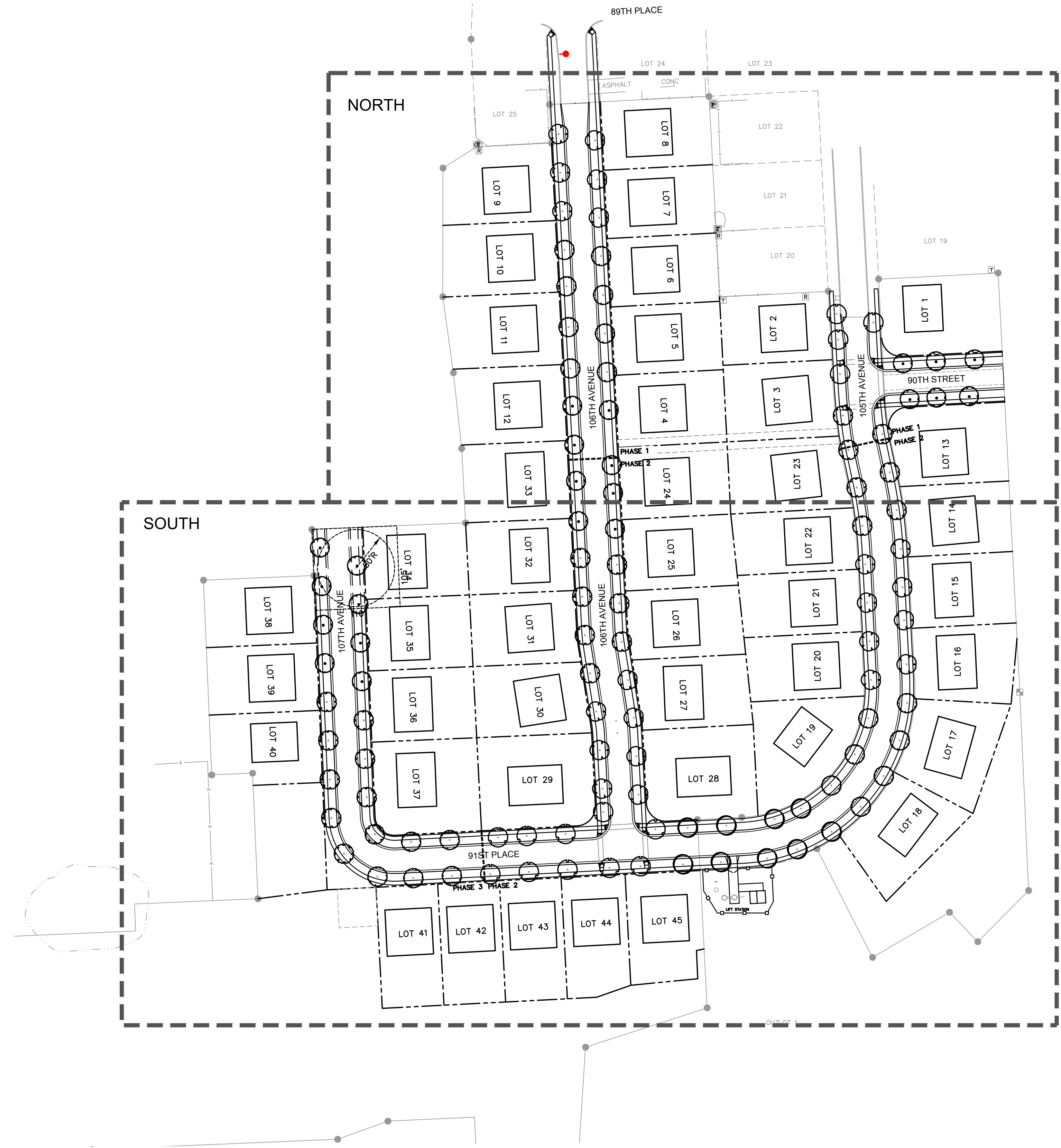
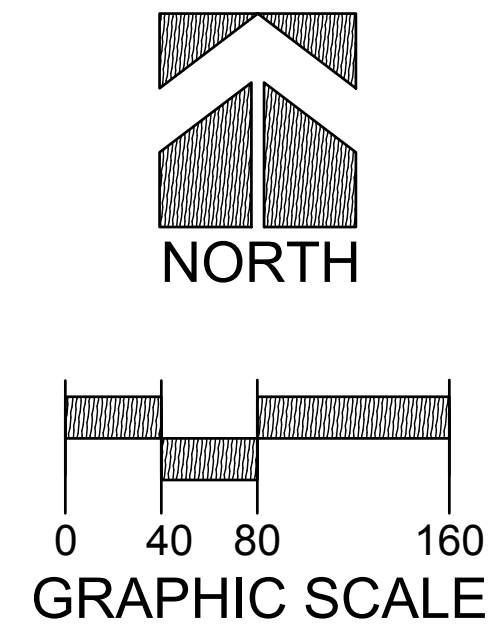
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R.A. Smith, Inc.  
DATE: 1/24/18  
SCALE: NONE  
JOB NO. 1160367  
PROJECT MANAGER:  
GARY RAASCH, PE  
DESIGNED BY: LJH/NPW  
CHECKED BY: GER  
**SHEET NUMBER**  
1



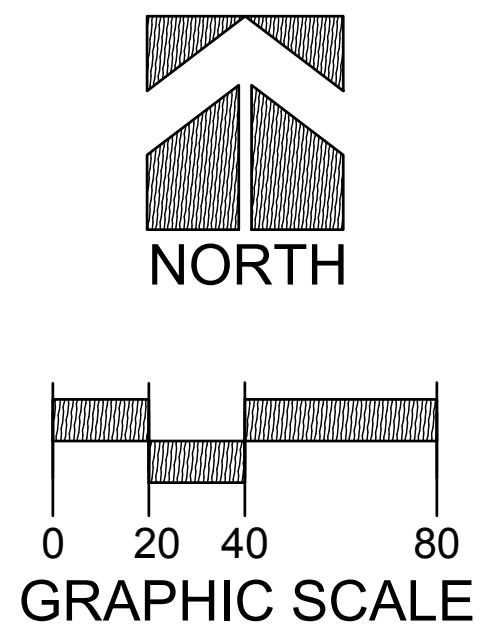
- NOTES:
- All street trees to be planted in accordance with planting details and specifications as listed in Pleasant Prairie Village Standard Construction Specifications VS-0700 Street Trees.
  - Street tree locations are general. Actual locations will be staked by contractor based on field conditions for Village review and concurrence prior to installation.
  - Street trees should generally be spaced 50-feet on center, 7-feet back of curb, 10-feet from any fire hydrant and 7-feet from any driveway.
  - Street trees shall not be placed on the common lot line between two properties.
  - Provide a 4" deep, 3 ft. diameter shredded hardwood bark mulch ring around all lawn trees. Do not build up any mulch onto trunk of any tree.

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THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.



|   |  |
|---|--|
| DESCRIPTION   |  |
| DATE  |  |
| <b>R.A. Smith National</b><br><i>Beyond Surveying and Engineering</i><br><a href="http://www.rasmithnational.com">www.rasmithnational.com</a> |  |
| <b>RIVER RUN AT HERITAGE VALLEY</b><br><b>VILLAGE OF PLEASANT PRAIRIE</b><br><b>LANDSCAPE PLAN</b><br><b>OVERALL</b>                          |  |
| <b>PRELIMINARY</b><br><b>NOT FOR</b><br><b>CONSTRUCTION</b>   |  |
| © COPYRIGHT 2018 R.A. Smith National, Inc.  |  |
| DATE: 1/24/18   |  |
| SCALE: 1" = 80'   |  |
| JOB NO. 1160367   |  |
| PROJECT MANAGER: GARY RAASCH, PE  |  |
| DESIGNED BY: LJM/NPW  |  |
| CHECKED BY: TTH   |  |
| <b>SHEET NUMBER</b>   |  |
| 2   |  |



**PLANT SCHEDULE NORTH**

| STREET TREES | QTY | COMMON NAME                  | BOTANICAL NAME                | MIN. PLANTING SIZE | MATURE SIZE      | ROOT | REMARKS              |
|--------------|-----|------------------------------|-------------------------------|--------------------|------------------|------|----------------------|
| ABM          | 12  | Autumn Blaze Maple           | Acer freemanii 'Autumn Blaze' | 2" CAL / 6' HT     | 40' HT x 40' SPD | B&B  | Full, matching heads |
| SMM          | 4   | State Street Miyabei Maple   | Acer miyabei 'Morton' TM      | 2" CAL / 6' HT     | 50' HT x 40' SPD | B&B  | Full, matching heads |
| KCE          | 8   | Espresso Kentucky Coffeetree | Gymnocladus dioica 'Espresso' | 2" CAL / 6' HT     | 50' HT x 50' SPD | B&B  | Full, matching heads |
| SVL          | 6   | Silver Linden                | Tilia tomentosa               | 2" CAL / 6' HT     | 40' HT x 30' SPD | B&B  | Full, matching heads |
| ACE          | 5   | 'Accolade' Elm               | Ulmus x 'Morton Accolade' TM  | 2" CAL / 6' HT     | 60' HT x 40' SPD | B&B  | Full, matching heads |

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

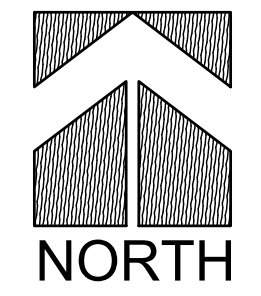
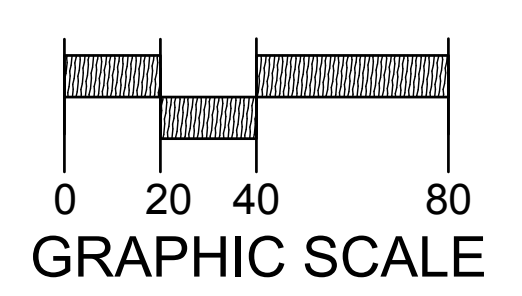
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|   |      |  |  |                         |  |  |  |
|---|------|--|--|-------------------------|--|--|--|
|   |      |  |  |                         |  |  |  |
| DESCRIPTION   | DATE |  |  |                         |  |  |  |
|   |      |  |  |                         |  |  |  |
| <b>RIVER RUN AT HERITAGE VALLEY</b><br><b>VILLAGE OF PLEASANT PRAIRIE</b> |      |  |  | #####<br>#####<br>##### |  |  |  |
| <b>PRELIMINARY</b><br><b>NOT FOR</b><br><b>CONSTRUCTION</b>               |      |  |  |                         |  |  |  |
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| <small>DATE: 1/24/18</small>  |      |  |  |                         |  |  |  |
| <small>SCALE: 1" = 40'</small>  |      |  |  |                         |  |  |  |
| <small>JOB NO. 1160367</small>  |      |  |  |                         |  |  |  |
| <small>PROJECT MANAGER:<br/> GARY RAASCH, PE</small>                      |      |  |  |                         |  |  |  |
| <small>DESIGNED BY: MJG</small>   |      |  |  |                         |  |  |  |
| <small>CHECKED BY: TTH</small>  |      |  |  |                         |  |  |  |
| <b>SHEET NUMBER</b><br><b>##</b>  |      |  |  |                         |  |  |  |



THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.



**PLANT SCHEDULE SOUTH**

| STREET TREES | QTY | COMMON NAME                  | BOTANICAL NAME                  | MIN. PLANTING SIZE | MATURE SIZE      | ROOT | REMARKS              |
|--------------|-----|------------------------------|---------------------------------|--------------------|------------------|------|----------------------|
| ABM          | 10  | Autumn Blaze Maple           | Acer freemanii 'Autumn Blaze'   | 2" CAL / 6' HT     | 40' HT x 40' SPD | B&B  | Full, matching heads |
| SMM          | 10  | State Street Miyabei Maple   | Acer miyabei 'Morton' TM        | 2" CAL / 6' HT     | 50' HT x 40' SPD | B&B  | Full, matching heads |
| SL           | 9   | Skyline Honey Locust         | Gleditsia triacanthos 'Skyline' | 2" CAL / 6' HT     | 50' HT x 40' SPD | B&B  | Full, matching heads |
| KCE          | 12  | Espresso Kentucky Coffeetree | Gymnocladus dioica 'Espresso'   | 2" CAL / 6' HT     | 50' HT x 50' SPD | B&B  | Full, matching heads |
| SVL          | 15  | Silver Linden                | Tilia tomentosa                 | 2" CAL / 6' HT     | 40' HT x 30' SPD | B&B  | Full, matching heads |
| ACE          | 18  | 'Accolade' Elm               | Ulmus x 'Morton Accolade' TM    | 2" CAL / 6' HT     | 60' HT x 40' SPD | B&B  | Full, matching heads |

|   |   |                         |  |  |
|---|---|-------------------------|--|--|
|   |   |                         |  |  |
| <br><small>CREATIVITY BEYOND ENGINEERING</small><br><small>rasmith.com</small>  | <b>RIVER RUN AT HERITAGE VALLEY</b><br><b>VILLAGE OF PLEASANT PRAIRIE</b> |                         |  |  |
| #####<br>#####<br>#####   |   | #####<br>#####<br>##### |  |  |
| PRELIMINARY<br>NOT FOR<br>CONSTRUCTION  |   |                         |  |  |
| © COPYRIGHT 2018<br>R.A. Smith, Inc.<br>DATE: 1/24/18<br>SCALE: 1" = 40'<br>JOB NO. 1160367<br>PROJECT MANAGER:<br>GARY RAASCH, PE<br>DESIGNED BY: MJG<br>CHECKED BY: TTH |   |                         |  |  |
| <b>SHEET NUMBER</b><br><br>##   |   |                         |  |  |

Consider the for the request of John Huggett of the Boldt Company for approval of a **Master Conceptual Plan** for the development of a 64 acre property located at the northwest corner of CTH Q (104<sup>th</sup> Street) and 120<sup>th</sup> Avenue (West Frontage Road) for the construction of the Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building.

**Recommendation:** Plan Commission recommends that the Village Board conditionally approve the **Master Conceptual Plan** subject to the comments and conditions of the Village Staff Report of April 2, 2018.

## VILLAGE STAFF REPORT OF APRIL 2, 2018

Consider the for the request of John Huggett of the Boldt Company for approval of a **Master Conceptual Plan** for the development of a 64 acre property located at the northwest corner of CTH Q (104<sup>th</sup> Street) and 120<sup>th</sup> Avenue (West Frontage Road) for the construction of the Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building.

*The petitioner is proposing to purchase approximately 64 acres of vacant property generally located at the northwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and 104<sup>th</sup> Street (CTH Q) within the Prairie Highlands Corporate Park for the development of construction of the Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building.*

The proposed \$130 million development would include an approximate 100,000-square-foot ambulatory care center, a three story, 100,000-square-foot professional office building, and associated surface parking and open space. The building would be situated on the site to accommodate future expansion as the health care needs of the community evolve. The planning and design of the proposed facility would preserve the site's woodlands and natural wetlands, providing care in a natural and healing environment.

The proposed health care facility would offer new and expanded services in an ambulatory care center and professional office building. The facility is intended to meet the rapidly growing health care needs of individuals residing in the Village and surrounding communities, ensuring access to high-quality, cost effective care in a convenient location. Hours of operation have not yet been established but it is estimated that the hours would be 5:30 am to 7:30 pm with expanded hours based on demand. Services offered on site would include primary care, outpatient surgery, rehabilitation services, imaging, laboratory services, occupational health, a variety of specialty care services and a pharmacy.

Within the facility there will be operating rooms, imaging rooms, rehabilitation equipment, prep/recovery rooms, clinic exams, food service, a laboratory, pharmacy, and sterilization equipment. The equipment used within the facility will support the previously identified departments and rooms. A generic listing of the equipment that will be within this facility will include, but is not limited to: CT, MRI, X-ray, Bone Densitometer, Mammography, Ultrasound, Operating Rooms, steam sterilizers, disinfectant, crash cart, centrifuge, stretchers, exam tables, kitchen hoods, grills, freezers and refrigerators. A screened mechanical service area will be located on the building.

It is estimated that this facility will provide for 260 full-time and 28 part-time employees working 2 shifts (this will include 140 new jobs). A total of 713 parking spaces (including 24 handicapped accessible parking spaces) are provided with a separate entry and two (2) dock service court areas are shown on the west side of the building. It is anticipated that the average daily automobile trips would be 2,565 per day with an average of four (4) daily truck trips per day. Access to this development will be from an internal roadway that connects a boulevard entrance at 120<sup>th</sup> Avenue (West Frontage Road) to a boulevard entrance at 128<sup>th</sup> Avenue. There will be no access to 104<sup>th</sup> Street (CTH Q). Two (2) additional access points are proposed from 128<sup>th</sup> Avenue, with one (1) access intended for mechanical and loading dock purposes.

The Village, as the current land owner, is working on a draft Certified Survey Map (CSM) for the creation of the Lot 2 for Aurora, along with dedication and easement provisions and restrictive covenant language. In addition, the Village will be drafting a Development Agreement for the project.

The CSM will also create an Outlot 1 north of the Aurora site. This Outlot 1 will be owned by the Prairie Highlands Commercial Owners Association and will include regional storm water drainage and retention basin facilities for the southern portion of the Corporate Park as well as dedication and easement provisions and restrictive covenant language for the preservation and protection of

the wetlands and floodplain areas, future multi-use path and other open space purposes. The remainder of the vacant area, west of 128<sup>th</sup> Avenue will be created as Lot 1 to be further subdivided for future development.

All public roadway improvements and public utilities serving the Aurora site are being designed and are intended to be installed by the Village beginning in fall 2018. A wetland staking was completed on the property in 2017 by RA Smith which does not affect the development of the site. At this time, the existing wetlands on the site are intended to be preserved and protected and the Comprehensive Land Use Plan and Zoning Map shall be amended to reflect the wetland designations. If in the future, the isolated pocket of wetlands on the site is proposed to be filled, then the Village Comprehensive Land Use Plan Map and the Zoning Map will need to be amended to reflect the location of the wetlands to be filled. If the wetlands are proposed to be filled, then fill permits shall be obtained from the WI DNR and the US ACOE and it should be noted on the plans that the wetlands are intended to be filled.

Preliminary and then Final Site and Operational Plans are planned to be submitted incrementally to the Village for review and approval this spring and summer in an effort to begin mass grading of the site in July with building construction is anticipated later this summer and anticipated to be completed in summer, 2020.

### **RECOMMENDATIONS:**

Plan Commission recommends conditional approval of the Master Conceptual Plan subject to the above comments and the following conditions:

1. **The Master Conceptual Plan approval will be valid for a period of one (1) year (until April 2, 2019).** Prior to the expiration of the Master Conceptual Plan, the required (Preliminary and Final) Site and Operational Plan application materials, Certified Survey Map, Development Agreement/Tax Shortfall (PILOT) Agreement, detailed Public Improvement Plans (Village designed and installed) and related documents which satisfy the conditions of the Master Conceptual Plan approval shall be submitted, reviewed and approved by the Plan Commission and Village Board.
2. This development will be required to comply with the Declaration of Covenants, Conditions, and Restrictions for the Prairie Highlands Corporate Park. This Declaration is being finalized and will be considered by the Village Plan Commission and Village Board prior to the sale of the property to Aurora.
3. The Village has prepared a draft CSM to create the parcel to be sold to Aurora. The CSM shall be recorded and land transferred prior to obtaining any permits.
4. The Village, as the land owner, has prepared a draft letter for review in order for Aurora to submit applications as the agent for the land they intend to develop.
5. A detailed Development Agreement, which includes a Tax Shortfall Agreement will be drafted by the Village and must be executed by the Village and Aurora prior to the land purchase and start of construction.
6. The Prairie Highlands Corporate Park Declarations of Covenants, Conditions and Restrictions being drafted by the Village shall also be agreed to by Aurora prior to the land purchase and start of construction. All site plans shall be in compliance with these Declarations-a written letter shall be provided from the Prairie Highlands Commercial Owners Association approving the interim and final plans for the development.
7. Complete detailed Preliminary and Final Site and Operational Plans that include site plans, drainage and grading plans, building plans, landscape plans, signage plans lighting plans civil plans and all other required plans and documents pursuant to the Site and Operational Plan requirement of the Village Zoning Ordinance (Article IX of Chapter 420 of the Village Municipal Code) shall be submitted for Village approval.



8. A multi-step site construction logistics plans shall be submitted for Village review and approval to understand and coordinate the submittals and timing of permitting and construction for the site.
9. Aurora shall request and coordinate the gas and electric services directly with We Energies.
10. If Aurora is requesting a site or building dimensional variations, a complete Planned Unit Development (PUD) Zoning Map and Text Overlay application shall be filed with the Village which identifies the modifications that are being requested. (For example – increase in the driveway width on 128<sup>th</sup> Avenue from 35 feet to 60 feet).
11. Applications to amend the Comprehensive Land Use Plan and the Zoning Map to correctly designate the wetlands into the proper designations shall be submitted.
12. The entire exterior of the building and site shall be covered by a Digital Security Imaging System (DSIS) which has a live view connection to the Village Police Department. The system shall be designed for external coverage for entire site including all building and parking lot entrances and exits, all driveways and access locations on the site and the parking lots. See Article 410 of the Municipal Code for the details. A DSIS Agreement and Access Easement shall be drafted by the Village and executed by the Village and Aurora and the Easement shall be recorded. These documents shall be approved by the Village prior to the issuance of the building permit.
13. A greater dimensional width of the access to 120<sup>th</sup> Avenue (West Frontage Road) to accommodate the boulevard entrance shall be discussed further with the Village and the Wisconsin Department of Transportation.
14. As development plans continue to progress, the following comments and conditions shall be addressed:
  - a. Add the direction/orientation of the perspectives also on Sheet A000.
  - b. Add phone numbers and email addresses on the Project team contacts – not contracts? Sheet A000.
  - c. High quality, attractive insulated architectural metal panels may be permitted for the tower and wrap around elements as shown on the architectural site plans, subject to the Village approving the material samples provided and that this element does not extend more than 25% of the coverage of the building's exterior.
  - d. Greater details shall be provided for the canopy drop off area. The canopy should extend further over the entire drop off area lane.
  - e. The northern access driveway is too close to the next driveway to the south on 128<sup>th</sup> Avenue – greater separation shall be provided or the northerly entrance should be eliminated or the private driveway should be connected to proposed driveway to the south. (The driveway separation spacing needed for the 35 mph is 300' for 128<sup>th</sup> Avenue).
  - f. All site roadways, driveways and parking lots shall be provided with curb and gutter.
  - g. Provide safe walking areas in sidewalk interconnections-through the parking lots.
  - h. All parking lot stalls directly facing a public roadway shall have headlights screened with berms, landscaping, low level fencing or other means.
  - i. There is no outside storage allowed on the site and within the mechanical yard. Brick/block walls shall be used to screen mechanical units not just landscaping.

- j. Subject to the **attached** comments from the Village Engineering Department dated March 22, 2018.
- k. Subject to the **attached** comments from the Fire & Rescue Department dated March 20, 2018.
- l. Subject to the **attached** comments from the Building Inspection Department dated March 12, 2018.
- m. All on-site storm water shall be interconnected by an underground storm sewer system. All building roof areas shall have storm water collected internally and run underground to the collection system. No external gutters and downspouts shall be shown.
- n. All commercial/industrial buildings will be required to install a sanitary sewer sampling manhole per the Village specifications. The location of the sampling manhole and details shall be shown on the Site and Operational Plans. The sampling manhole shall not be located in grass or landscaped area but rather in the parking lot-not in a parking space. Contact the Village Engineer to confirm an approved location.
- o. The following comments related to on-site signage:
  - i. Detailed signage plans shall be submitted and all signs shall comply with Article X of the Village Zoning Ordinance.
  - ii. All on site directional signage shall be mounted on round or architectural poles with finial caps-no u-channel or temporary parking signs on portable concrete bases shall be allowed.
  - iii. No signage shall be affixed to the building or any other structure by raceways.
  - iv. Each handicapped accessible parking space shall be appropriately signed (locations to be reviewed with Village staff) and painted on the pavement pursuant to ADA requirements prior to occupancy of any development site.
  - v. Monument signage shall have the full address shown on the sign with a minimum of 5 feet of landscaping around the perimeter of the sign. Location and sign details shall be shown on the plans.
  - vi. No construction cones, plastic signs or movable concrete block base temporary signs designating no parking signs or any other direction will be allowed on a regular basis. Permanent directional/informational signs shall be installed on the site on architectural poles not channelized poles with holes.
  - vii. No signage shall be affixed to any bollards.
  - viii. Show all monument sign setbacks.
- p. The following comments relate to the required landscape plans:
  - i. Provide a detailed landscaping plan for the site. The grading plan shall be used as the base map for the landscape plans.
  - ii. Unless the area is wetlands, all grasses shall be manicured lawns not prairie grasses, unless incorporated into a conservancy area or express written Village approval is granted.
  - iii. Lawn irrigations systems are required for the site.
  - iv. All parking lot islands shall have trees and shrubbery in each of the islands.

- q. The following comments relate to the exterior lighting plan:
- i. Provide a detailed lighting plan and photometric plan – identify all parking lot lighting, building lighting and bollard lighting near building for pedestrians.
  - ii. All parking lot poles shall be a maximum of 30 feet in height and on concrete bases no higher than 12 inches (not painted). The light poles shall be in islands or grass areas not in asphalt or concrete areas. All light fixtures shall be LED fixtures.
  - iii. All exterior lighting shall be of the same LED color and brightness. Parking lot lighting shall be illuminated to provide sufficient lighting for the public's safety and the effective operation of the security cameras - per the Village's satisfaction.
  - iv. Provide bollards with illuminated fixtures as a pedestrian guide along the sidewalks.
- r. The following comments relate to the building design and materials:
- i. Provide/integrate more stone/brick into the architectural design. The plans provided for the Burlington facility illustrate an architectural style and appearance desired in Pleasant Prairie.
  - ii. Metal roofs are not permitted. However, mechanical penthouses with high quality, architectural metal panel screening will be permitted if it's the same color as the adjacent wall material will be considered by the Village.
  - iii. Show locations of the screened transformer locations.
  - iv. Provide architectural detailing to the brick areas on the building—soldier course, coin, and banding—provide details to evaluate (similar to the Burlington facility).
  - v. Provide more detailed architectural plans for further review.
  - vi. Bollards shall be painted (not yellow in front of the building) or sleeved to blend in with site – if all light poles and directional signage is bronze or black then all bollards shall be bronze or black. Red adjacent to hydrants is also acceptable.
  - vii. All exterior doors for the entire site shall be numbered starting with front door and running clockwise around the building. All attractive numbers shall be placed in the same location and be made of the same material. Minimum of 3 inch size. Provide a mapping of the main doors to the Village.
  - viii. Attractive address numerals (not just stick-on numerals on the glass) shall be placed on the front of the building, in addition placing the address on the primary monument sign.
  - ix. Canopy details and materials shall be presented and canopy water runoff shall be reviewed and approved by the staff—no exterior gutters and downspouts. Is the canopy attached to the building? How far does it extend—will it cover enough of the drop off area for the patient/client to address the wind and weather?
  - x. All exterior mechanical units, antennas and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
  - xi. Sample construction materials boards shall be submitted and approved by the Village.


15. The development shall comply with the ordinances in effect at the time of construction. In addition, detailed Site and Operational Plans are required to be submitted for review and approval prior to development pursuant to the requirements for the Village Zoning Ordinance. Mass grading, underground utilities and footing and foundation permits may be issued in stages with approval of the Preliminary Site and Operational Plans.
16. All grading impacting the adjacent State jurisdictional roadway (120<sup>th</sup> Avenue/West Frontage Road) and access points shall be approved with permits granted by the Wisconsin Department of Transportation. Copies of State permits shall be provided to the Village prior to issuance of Village permits.
17. Aurora site, Lot 2 - Wetland fill permits from the WI DNR and the US Army Corps of Engineers shall be submitted if any of the wetlands area intended to be filled. If the wetlands are being filled in the future, then the Zoning Map and Comprehensive Land Use Map shall be amended to accurately show change of conditions.
18. Real Estate Marketing Signs and/or Temporary Development Signs are permitted only by permit pursuant to the requirements of Article X of Chapter 420.
19. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
20. Municipal sanitary sewer connection fees shall be paid prior to the connection of the building to the sanitary sewer system.
21. The Development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
22. Impact fees pursuant to Chapter 181 of the Village Code are required to be paid at time of building permit for the development.
23. Additional Village comments and conditions will be forthcoming with the review of subsequent Preliminary and Final Site and Operational submittals to the Village.

DEV1802-009



Office of the Chief of Fire & Rescue  
Craig Roepke

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Craig Roepke, Chief Fire & Rescue   
CC: Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Fire Department review of Master Conceptual Plan for Aurora ACC & MOB  
Permit/Trakit#: DEV1802-009  
DATE: March 20, 2018

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These are initial comments for the Master Conceptual Plan received for Aurora ACC & MOB located at general area at Hwy 165 & the West Frontage Rd. in the Southern portion of the Prairie Highlands Corporate Park.

The Fire & Rescue department have the following comments regarding the above project.

1. FDC location and truck turn-out; sheet C300 depicts FDC location with hydrant spaced too far out. Refer to Village FDC specifications. Additional detail required. Hydrant may require to be relocated.
2. See modified/attached sheet C300 for hydrant additions to area.
3. Plans do not depict pump/riser room location. Need to identify.
4. Roadway widths are not dimensioned.
5. As further details for the project and buildings develop, the Fire Department will have additional comments.



# AURORA HEALTH CENTER PLEASANT PRAIRIE ACC AND MOB

**VOPP ENG REVIEW  
PLAN MARK UP  
MARCH 22, 2018**

THIS REVIEW IS CURSORY. ADDITIONAL COMMENTS WILL BE PROVIDED UPON DETAILED ENGINEERING PLANS BEING PREPARED AND SUBMITTED FOR REVIEW.



## AURORA HEALTH CENTER PLEASANT PRAIRIE ACC AND MOB



Architecture | Engineering | Planning  
Hammel, Green and Abrahamson, Inc.  
333 East Erie Street  
Milwaukee, Wisconsin USA 53202  
Telephone 414.278.8200 Facsimile 414.278.7734



# MASTER CONCEPTUAL PLAN SUBMISSION

hga commission number: 1373-026-00  
MARCH 12, 2018

| DRAWING INDEX   |  |
|-----------------|--|
| NUMBER          | SHEET NAME   |
| 1-GENERAL       |  |
| A000            | COVER SHEET  |
| 2-CIVIL         |  |
| C100            | CONCEPT SITE PLAN  |
| C200            | CONCEPT SITE GRADING   |
| C300            | CONCEPT UTILITY PLAN   |
| 3-LANDSCAPE     |  |
| L100            | CONCEPTUAL LANDSCAPE PLAN                                    |
| 4-ARCHITECTURAL |  |
| A200            | CONCEPTUAL BUILDING RENDERINGS, SITE SECTIONS, AND MATERIALS |
| A400            | BUILDING ELEVATIONS  |
| Grand total: 7  |  |

### GOVERNMENT AGENCY CONTACTS:

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OFFICE: (414) 303-3408

### PROJECT DATA:

TOTAL SITE AREA: 64.0 AC (2,788,933 S.F.)  
PAVEMENT AREA: 11.0 AC (480,293 S.F.)  
BUILDING AREA: 2.0 AC (88,236 S.F.) FOOTPRINT  
LANDSCAPE AREA: 18.2 AC (792,599 S.F.)  
GREEN SPACE: 32.8 AC (1,427,805 S.F.)  
POND AREA: 3.8 AC (163,650 S.F.)  
PARKING STALLS: 737  
EXISTING ZONING: M5  
PROPOSED ZONING: M5

### PROJECT TEAM CONTRACTS:

APPLICANT:  
JOHN HUGGETT  
THE BOLDT COMPANY  
N21W23340 RIDGEVIEW PARKWAY  
WAUKESHA, WI 53188

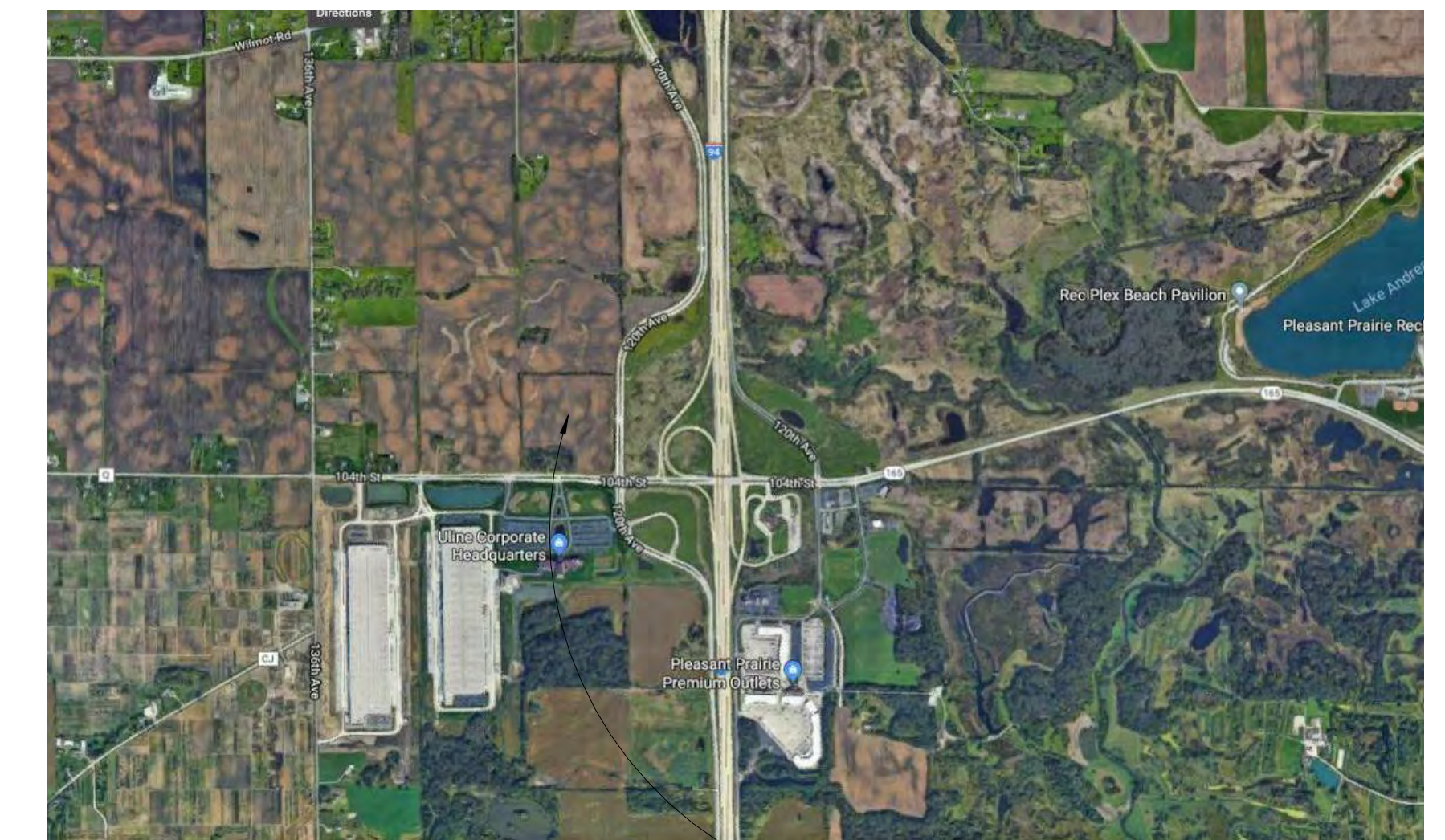
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CIVIL ENGINEER:  
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GRAEF  
ONE HONEY GREEK CORPORATE CENTER  
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LANDSCAPE ENGINEER:  
STEPHEN HIMMERICH  
HAMMEL, GREEN AND ABRAHAMSON, INC.  
420 N 5TH STREET  
MINNEAPOLIS, MN 55401

### LOCATION PLAN:



PROJECT LOCATION











## Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director  
From: Sandro Perez, Building Inspection Superintendent  
Subject: Aurora Health Care  
Date: March 19, 2018

---

1. Building Inspection Department information:  
Hours: Mon-Fri, 8am-5pm.  
Phone# 262-694-9304  
Email: [buildinginspection@plprairiewi.com](mailto:buildinginspection@plprairiewi.com)
2. Permit applications can be found online at [pleasantprairieonline.com](http://pleasantprairieonline.com)
3. Inspections are performed Mon- Fri 9am-4pm except electrical inspections; those are only Tue & Thu mornings. 48hr notice is required to schedule an inspection. Please note you must call and speak with a Building Inspection Department representative a voicemail or email will not constitute an inspection please plan accordingly. Final occupancy inspections require coordination with multiple departments and staff members there for a minimum of 72 hour notice is required. Any re-inspection fees due must be paid prior to scheduling a re-inspection.
4. All contractors requiring permits shall not commence work until permit issuance.
5. We are currently inspecting to the 2009 IBC, IEBC, IMC, IECC, IFGC, 2003 ANSI A117.1, 2011 NEC and WI. Plumbing code SPS 381-386.
6. Please submit all applicable plans (Building, HVAC, Fire Suppression, Fire Detection, Conveyance, Plumbing, etc.) to the state for review (DSPS). Please be aware state plumbing plan review has a long lead time, plan accordingly.
7. Building Inspection Department will not issue permits until we receive the applicable state approval letter and plans.
8. All state approved drawing must be available at job site for inspector review during inspections.
9. Please submit emergency egress lighting plan and energy compliance worksheets form SBD 10512 to Building Inspection Department prior to issuance of building permit.
10. Fire alarm systems require two permits from both the Fire Department and Building Inspection Department.

11. Any building fire protection loop and combination water main will require approval by the Fire Department prior to issuance of exterior plumbing permit.
12. Fire alarm systems and fire protection loops will require inspections by both the Fire Department and Building Inspection Department.
13. Any tradesmen requiring state license will be “carded” on the jobsite for compliance.
14. All equipment must be “LISTED” by a nationally recognized testing laboratory.
15. All equipment, materials, etc. must be rated for the environment in which they will be used.
16. Please contact me with any questions on permitting and/or plan submittal.
17. Provide adequate ADA accessible parking and locate per 2009 IBC.



**MASTER CONCEPTUAL PLAN APPLICATION**  
*For Commercial and Industrial Projects*

Name of Business: Aurora Health Care  
Site Address: 12616 104th Street, Pleasant Prairie, WI 53158 (Pleasant Prairie please confirm) Suite #: \_\_\_\_\_  
Tax Parcel Number: 244-0602  
Zoning District(s): M5  
Name of Development: Aurora Health Center - Pleasant Prairie - Ambulatory Care Center and Medical Office Building  
Estimate Start date: 07/2018 Estimate Completion Date of entire project: 05/2020

Detailed Description of the Proposed Project and Use:

A local health care provider seeks to develop an outpatient health care facility on a 64-acre parcel in the Village of Pleasant Prairie. The parcel, located west of I-94 and the 120th Avenue frontage road and between future 128th street.

The proposed site plan includes an approximately 100,000-square-foot ambulatory care center, a three story, 100,000-square-foot professional office building, and associated parking. The buildings would be situated on the site to accommodate future expansion as the health care needs of the community evolve. The planning and design of the proposed facility would preserve the site's woodlands and natural wetlands, providing care in a natural and healing environment.

Detailed Description of any known Company/Tenants:

The proposed health care facility would offer new and expanded services in an ambulatory care center and professional office building. It is intended to better meet the rapidly growing health care needs of individuals residing in the village of Pleasant Prairie and surrounding communities, ensuring access to high-quality, cost effective care in a convenient location. Hours of operation have not yet been established. Services offered on site would include primary care, outpatient surgery, rehabilitation services, imaging, laboratory services, occupational health, a variety of specialty care services and a pharmacy.

**Select All that Apply**

- The Development will be constructed in 1 phase(s)
- The Development abuts or adjoins State Trunk Highway N/A
- The Development abuts or adjoins County Trunk Highway C.T.H. "Q" / 104TH STREET
- The Development abuts the Kenosha County Bike Trail

**SITE AND BUILDING INFORMATION**

Lot Area: 64.03 ac. Total Impervious Surface Area: 568,529 sq. ft.

Total Landscape Area: 2,134,440 (49 ac.) sq.ft. Site % of Open Space 80 %

Number of Buildings within the development proposed: 1

Building #1 Area: 200,000 sq. ft. Building#1 Height: 52 ft.

Building #2 Area: \_\_\_\_\_ sq. ft. Building#2 Height: \_\_\_\_\_ ft.

Building #3 Area: \_\_\_\_\_ sq. ft. Building#3 Height: \_\_\_\_\_ ft.

Building #4 Area: \_\_\_\_\_ sq. ft. Building#4 Height: \_\_\_\_\_ ft.

Building #5 Area: \_\_\_\_\_ sq. ft. Building#5 Height: \_\_\_\_\_ ft.

Building #6 Area: \_\_\_\_\_ sq. ft. Building#6 Height: \_\_\_\_\_ ft.

Building #7 Area: \_\_\_\_\_ sq. ft. Building#7 Height: \_\_\_\_\_ ft.

Building #8 Area: \_\_\_\_\_ sq. ft. Building#8 Height: \_\_\_\_\_ ft.

Building #9 Area: \_\_\_\_\_ sq. ft. Building#9 Height: \_\_\_\_\_ ft.

Building #10 Area: \_\_\_\_\_ sq. ft. Building#10 Height: \_\_\_\_\_ ft.

\*\*If additional buildings are proposed attached a separate sheet.

**ON-SITE PARKING/TRAFFIC INFORMATION**

Total # of regular parking spaces (on-site): 713

Total # of handicapped accessible spaces (on-site): 24

Total # of truck parking spaces (on-site): 0 Total # of dock doors: 2

Anticipated automobile trips to and from the site (excluding trucks):

Number of daily average trips: 2,565 Maximum number of daily trips: 2,565

Anticipated truck trips to and from the site:

Number of daily average trips: 4 Maximum number of daily trips: 8

**EMPLOYMENT AND OPERATIONAL INFORMATION**

Proposed total number of full-time employees: 260

Proposed total number of part-time employees: 28

Number of shifts: 2

Hours (Open to the public): 5:30 AM - 7:30 PM (Hours may extend based on demand)

Delivery hours: Throughout hours of operation

**PUBLIC FACILITIES INFORMATION**

**Check all that apply:**

- The property is serviced by Public Sanitary Sewer
- The property is serviced by Public Water
- The building is serviced by fire sprinklers

Maximum number of gallons/minute of water expected to be used per day is: 150 GPM

Is pre-treatment being proposed for sanitary sewer discharge? No, except for grease separation at dietary

**If property is zoned M-1, M-2 or M-5 then the following shall be completed:**

Occupancy Type pursuant to the Use and Occupancy Classification specified in Chapter 3 of the 2006 International Building Code (2006 IBC). Include all that apply and associate square footage for each classification:

- Factory Group F-1 (Moderate-hazard) \_\_\_\_\_sq. ft.
- Factory Group F-2 (Low-hazard) \_\_\_\_\_sq. ft.
- Storage Group S-1 (Moderate-hazard) \_\_\_\_\_sq. ft.
- Storage Group S-2 (Low-hazard) \_\_\_\_\_sq. ft.
- Business Group B 200,000 \_\_\_\_\_sq. ft.
- High-Hazard Group H \_\_\_\_\_sq. ft.
- Other \_\_\_\_\_sq. ft.

Types and quantities of goods and materials to be made, used or stored on site:

This facility will store linens, general medical supplies, surgical instruments, pharmaceuticals, medical gases, medical equipment, and food products.

Types of equipment or machinery to be used on site:

Within the facility there will be operating rooms, imaging rooms, rehabilitation equipment, prep / recovery rooms, clinic exams, food service, lab, pharmacy, and sterilization equipment. The equipment used within the facility will support the previously identified departments / rooms. Generic list of equipment that will be within this facility: CT, MRI, X-Ray, Bone Densitometer, Mammography, Ultrasound, Operating Booms, steam sterilizers, disinfectant, crash cart, centrifuge, stretchers, exam tables, kitchen hoods, grills, freezers, and refrigerators.

Types and quantities of solid or liquid waste material which require disposal:

This facility will require the removal of bio-hazard materials, soiled linens, and trash.

Method of handling, storing and disposing of solid or liquid waste materials:

There will be two on-site trash dumpsters that will be emptied on a weekly basis. Bio-hazard and soiled linens will be stored at the loading dock, where a contracted service will remove the sealed containers from the facility.

Methods of providing site and building security other than the Village Police Department:

This facility will have an on-site security office / staff in combination with a loss prevention strategy that will overlay cameras, badge security card access, door controls, and after hours controlled access.

Description of the methods to be used to maintain all buildings, structures, site improvements and sites in a safe, structurally sound, neat, well-cared-for and attractive condition:

This facility will have full time staff dedicated to maintenance of the mechanical, plumbing, electrical, fire protection, building structures, site, and landscaping. There will be a dedicated environmental services team that will clean and repair the interior areas. Contracted services will include landscape maintenance, snow removal, and waste removal.

Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts:

The current site is a vacant farm field. This development will bring healthcare services to the surrounding neighborhood and county. The existing infrastructure is set up to support the patient, staff, and visitor vehicular population. The deliveries and service route will be directed away from the patient and staff circulation. The current road infrastructure supports a large warehouse facility and adjacent large retail development. This new development will blend with the existing properties and neighborhood.

A list of all local, Kenosha County (highway access, health department), State and Federal permits or approvals required for the project:

Wisconsin DNR, DATCP, DSPS, WisDOT, Kenosha County (Construction Access off Q)

### **PLANS AND OTHER ATTACHMENTS**

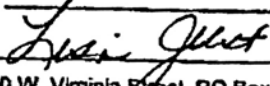
- Three (3) full size and a PDF copy of the Master Conceptual Plan, which shall include at a minimum:
  - Detailed and Dimensioned Site Plan
  - Conceptual Engineering Plans
  - Phasing Plan (if applicable)
  - Floor Plans and Elevations
  - Proposed Zoning District Change(s)
- Application Fee
- Any other information as specified by the Village



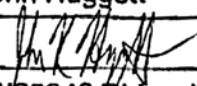
I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

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:**

Print Name: Lisa Just  
Signature:   
Address: 750 W. Virginia Street, PO Box 341860  
Milwaukee WI 53204-1860  
(City) (State) (Zip)  
Phone: 262-948-5810  
Fax: \_\_\_\_\_  
Email: lisa.just@aurora.org  
Date: 2/23/2018

**APPLICANT/AGENT:**

Print Name: John Huggett  
Signature:   
Address: N21W23340 Ridgeview Parkway  
Waukesha WI 53188  
(City) (State) (Zip)  
Phone: 262.446.7124  
Fax: \_\_\_\_\_  
Email: john.huggett@boldt.com  
Date: 2/23/2018

# AURORA HEALTH CENTER PLEASANT PRAIRIE ACC AND MOB



## AURORA HEALTH CENTER PLEASANT PRAIRIE ACC AND MOB



Architecture | Engineering | Planning  
Hammel, Green and Abrahamson, Inc.  
333 East Erie Street  
Milwaukee, Wisconsin USA 53202  
Telephone 414.278.8200 Facsimile 414.278.7734

# MASTER CONCEPTUAL PLAN SUBMISSION

hga commission number: 1373-026-00  
MARCH 12, 2018

| DRAWING INDEX   |  |
|-----------------|--|
| NUMBER          | SHEET NAME   |
| 1-GENERAL       |  |
| A000            | COVER SHEET  |
| 2-CIVIL         |  |
| C100            | CONCEPT SITE PLAN  |
| C200            | CONCEPT SITE GRADING   |
| C300            | CONCEPT UTILITY PLAN   |
| 3-LANDSCAPE     |  |
| L100            | CONCEPTUAL LANDSCAPE PLAN                                    |
| 4-ARCHITECTURAL |  |
| A200            | CONCEPTUAL BUILDING RENDERINGS, SITE SECTIONS, AND MATERIALS |
| A400            | BUILDING ELEVATIONS  |
| Grand total: 7  |  |

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ELECTRICAL EMERGENCY: (800) 662-4797

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MIKE THOMPSON  
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OFFICE: (414) 303-3408

### PROJECT DATA:

TOTAL SITE AREA: 64.0 AC (2,788,933 S.F.)  
PAVEMENT AREA: 11.0 AC (480,293 S.F.)  
BUILDING AREA: 2.0 AC (88,236 S.F.) FOOTPRINT  
LANDSCAPE AREA: 18.2 AC (792,599 S.F.)  
GREEN SPACE: 32.8 AC (1,427,805 S.F.)  
POND AREA: 3.8 AC (163,650 S.F.)  
PARKING STALLS: 737  
EXISTING ZONING: M5  
PROPOSED ZONING: M5

### PROJECT TEAM CONTRACTS:

APPLICANT:  
JOHN HUGGETT  
THE BOLDT COMPANY  
N21W23340 RIDGEVIEW PARKWAY  
WAUKESHA, WI 53188

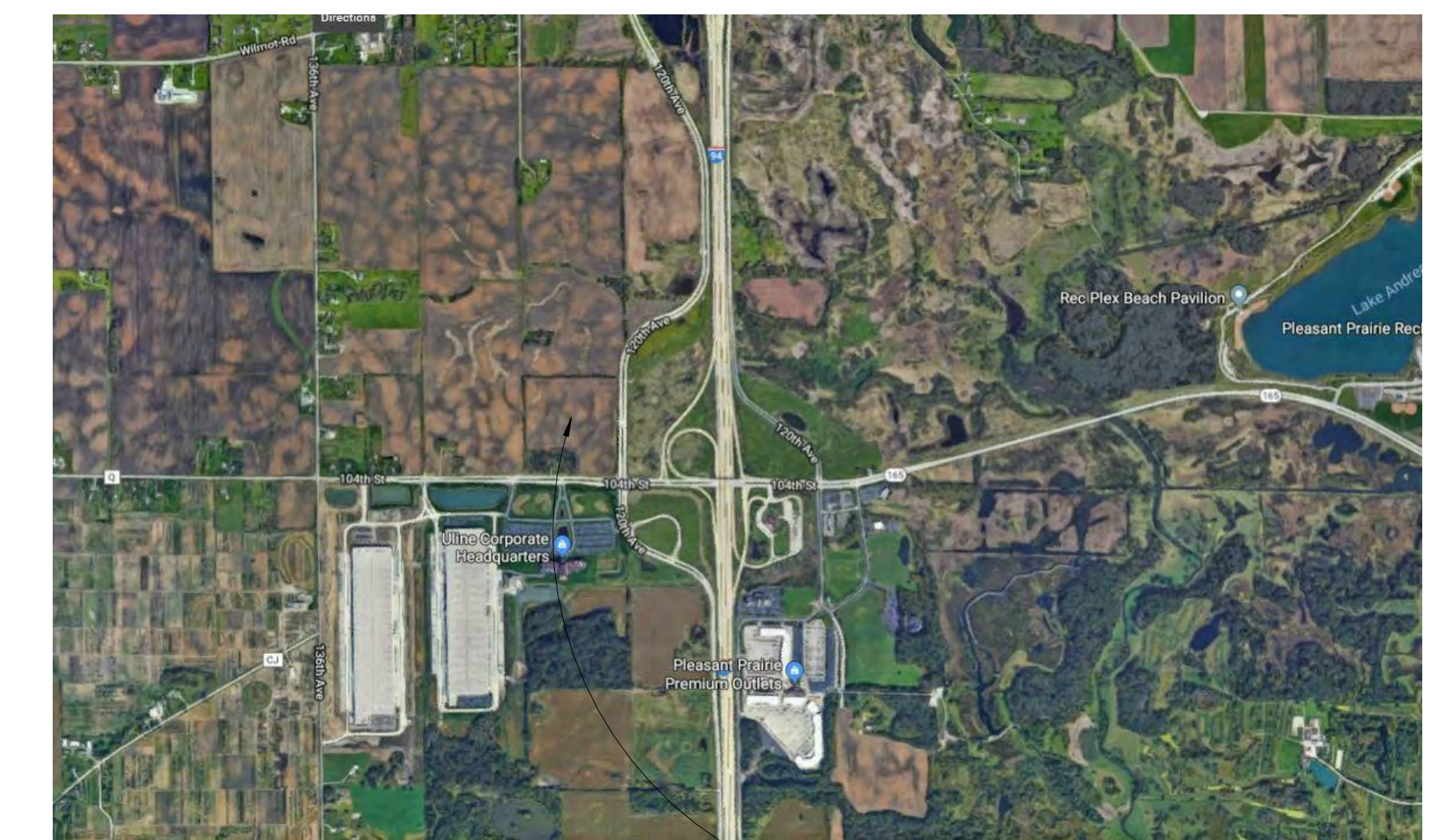
OWNER:  
AURORA HEALTH CARE  
LISA JUST  
750 W. VIRGINIA STREET  
PO BOX 341880  
MILWAUKEE, WI 53208-1880

ARCHITECT:  
NICHOLAS BURRIS  
HAMMEL, GREEN AND ABRAHAMSON, INC.  
333 E. ERIE STREET  
MILWAUKEE, WI 53202

CIVIL ENGINEER:  
STEVEN FISCO, P.E.  
GRAEF  
ONE HONEY GREEK CORPORATE CENTER  
125 S. 84TH STREET, SUITE 401  
MILWAUKEE, WI 53214

LANDSCAPE ENGINEER:  
STEPHEN HIMMERICH  
HAMMEL, GREEN AND ABRAHAMSON, INC.  
420 N 5TH STREET  
MINNEAPOLIS, MN 55401

### LOCATION PLAN:



PROJECT LOCATION















Consider approval of a **Comprehensive Plan Amendment (Ord. #18-11)** to amend a portion of the Barnes Creek Neighborhood Plan for the request of Dan Szczap, agent for Bear Development, for the proposed residential development of the vacant land at the southeast corner of 91<sup>st</sup> Street and Springbrook Road to be known as Eva Manor. The development includes a 42-unit senior housing apartment building and an 8-unit family townhome building.

**Recommendation:** Plan Commission recommends that the Village Board approve Comprehensive Plan Amendment as presented.

Consider approval of a **Conceptual Plan** for the request of Dan Szczap, of agent for Bear Development for the proposed residential development of the vacant land at the southeast corner of 91<sup>st</sup> Street and Springbrook Road to be known as Eva Manor. The development includes a 42-unit senior housing apartment building and an 8-unit family townhome building.

**Recommendation:** Plan Commission recommends that the Village Board approve the Conceptual Plan subject to the comments and conditions of the Village Staff Report dated April 2, 2018

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

## VILLAGE STAFF REPORT OF APRIL 2, 2018

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-11)** to amend a portion of the Barnes Creek Neighborhood Plan for the request of Dan Szczap, agent for Bear Development, for the proposed residential development of the vacant land at the southeast corner of 91<sup>st</sup> Street and Springbrook Road to be known as Eva Manor. The development includes a 42-unit senior housing apartment building and an 8-unit family townhome building.

Consider approval of a **Conceptual Plan** for the request of Dan Szczap, of agent for Bear Development for the proposed residential development of the vacant land at the southeast corner of 91<sup>st</sup> Street and Springbrook Road to be known as Eva Manor. The development includes a 42-unit senior housing apartment building and an 8-unit family townhome building.

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

*The petitioner is requesting the Village to amend the Village 2035 Comprehensive Plan and to approve a Conceptual Plan for the proposed redevelopment of the property located at the southeast corner of 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street with a 42-unit senior housing apartment building and an 8-unit family townhome building to be known as Eva Manor.*

**BACKGROUND INFORMATION:** In **December of 2007** the Village approved a Final Condominium Plat for the Springbrook Place condominium development (4 7-unit buildings) and the Developer entered into a Development Agreement and submitted an Irrevocable Letter of Credit for the public and private improvements on the site. In 2007, a Developer funded (Pau-Go) Tax Increment District (TID #4) was created by the Village to assist the Developer in the reimbursement of the site remediation costs as tax increment is generated from the new development on the site. Under the TID, the Village agreed to reimburse the Developer for certain eligible costs incurred by the Developer in connection with the demolition of an existing dilapidated structure and the remediation of contaminated soils as an incentive to the Developer to redevelop the property in accordance with an approved TID Project Plan. The Village believes that unless the Village had provided the financial incentive to the Developer, the Developer would not have undertaken the purchase of the blighted site and remediation and redevelopment of the property. Since the TID was created, the Developer has demolished the existing commercial structure, remediated the known soil contamination and monitored the ground water. Between 2007 and 2017 the general decline in the condominium housing market has made the construction schedule for the proposed condominium buildings economically challenging and the Developer has requested several time extensions through TID Development Agreement amendments related to the new development construction timeline.

On **August 16, 2010** the Village Board approved the Third Amendment to the Development Agreement relating to extending the time frame to start the project. The Developer vacated the Springbrook Place Condominium Plat, but reserved the right to bring back the Preliminary Plat back at a later date. The Village Board granted the Developer's request for the TID to remain in place as long as the Developer took the necessary steps to comply with the conditions to fill in the stormwater basins, to spread the large stock pile of top soil on the site or remove it and to stabilize the site. The Village then released the Developer's Letter of Credit as the project was put on hold.

The Developer indicated that he did not intend to develop the property until market conditions improved; however in order to fulfill his commitment to the redevelopment the property, the Developer requested and the Village Board approved a Preliminary Condominium Plat for Springbrook Place II Condominium, which was identical to the previous plat pursuant to the Village Board Resolution #10-34 (September 20, 2010). The approval was valid for three (3) years or until September 20, 2013.

On **January 30, 2012** the Village Board conditionally approved a Comprehensive Plan Amendment (Ord. #12-03) and a Conceptual Plan to develop the property with a 46-unit, affordable, independent senior-only apartment complex. In addition, a Zoning Text and Zoning Map Amendments (Ord. #12-04 and #12-05) were approved to amend the Zoning Map to remove the Planned Unit Development Overlay (PUD) District from the property and to amend the Zoning Text to delete the Springbrook Place Condominium Planned Unit Development as a result of the proposed senior housing development.

On **February 28, 2017**, the Village provided the **attached** letter to the Wisconsin Housing Economic Development Authority that outlined the extent of financial participation including the funds spent to-date, future financial contributions and waiver of a portion of the impact fees by the Village for the senior apartment building.

**CONCEPTUAL PLAN FOR PROPOSED SENIOR HOUSING PROJECT:** At this time, the Developer is proposing to develop the property with a 42-unit senior housing apartment and an 8-unit multi-family townhome component.

**Senior Housing:** a four story senior apartment building with 42-units of affordable, independent senior apartments is proposed. There will be a variety of 25-1 bedroom units and 17-2 bedroom units with amenities including a community room, fitness facilities and outdoor patio gathering space. Trees and landscaping will remain on the south side of the site and attractive landscaping will be provided though out the development. The building will include 7 unique floor plans as identified below:

| Unit                   | Beds/Bath | Sq. Ft.           | # of Units |
|------------------------|-----------|-------------------|------------|
| A                      | 1/1       | 709               | 8          |
| B                      | 2/2       | 1,001             | 4          |
| C                      | 2/2       | 1,098             | 3          |
| D                      | 1/1       | 696               | 4          |
| E                      | 1/1       | 679               | 13         |
| F                      | 2/2       | 985               | 8          |
| G                      | 2/2       | 1,005             | 2          |
| Average unit size      |           | 821 square feet   |            |
| Average 1-bedroom size |           | 691 square feet   |            |
| Average 2-bedroom size |           | 1,011 square feet |            |

**Multi-Family Townhomes:** a two-story townhome building with 8-3 bedroom units will include individual entrances and an attached one car garage for each unit with direct entry from the garage into the unit. The 8 unit townhome units will average 1,312 square feet.

The site will also include 12 detached garage units that will be available for any of the units on the site and 66 surface parking spaces (including 4 handicapped accessible parking spaces). The site will also include storm water detention facility at the northeast corner of the site, adjacent to 91<sup>st</sup> Street. The garbage dumpster enclosure will be attached to the south end of the garage units.

**WHEDA Tax Credit:** The Developer has received approval from the Wisconsin Housing Economic Development Authority (WHEDA) for tax credits. To the extent consistent with applicable laws of the State of Wisconsin and the United States concerning fair housing, the senior housing component of the development shall be age restricted to individuals who are 55 years and older. In addition, 40 units within the senior building shall be income restricted for a period of 15 years commencing on the date such facility is placed into service. Subsequent to the foregoing time period, the Developer may, at its option, charge market rents for any or all of the units within the building. The Developer has agreed to place a written commitment/restrictive covenant that the senior independent apartment building will remain as housing for seniors (over age 55) after the WHEDA tax credits are all paid off in 15 years for another 15 years (or a total of 30 years). The 8-unit buildings will have a similar 30 year income restriction.

The monies raised via the sale of the tax credits will be used as equity for the development. In addition to the tax credit equity, the Developer will also be seeking a traditional construction/permanent loan, and AHP grant for the Federal Home Loan Bank of New York and deferred developer fees to finance the balance of the project costs. In exchange for the tax credits, the Developer agrees to lease 96% of the units to seniors making at or below 60% of the median county income. All 8 of the three-bedroom units will be lease to households earning less than 50% of the County median income. The following presents the proposed monthly rental rates for each unit type under the requirements of the WHEDA tax credit programs.

| Number of Bedrooms | Unit Count | Unit Type | AMI Aside | Net Rent |
|--------------------|------------|-----------|-----------|----------|
| 1 bedroom          | 7          | Senior    | 30%       | \$356    |
| 1 bedroom          | 7          | Senior    | 50%       | \$617    |
| 1 bedroom          | 10         | Senior    | 60%       | \$728    |
| 1 bedroom          | 1          | Senior    | MKT       | \$815    |
| 2 bedrooms         | 3          | Senior    | 30%       | \$428    |
| 2 bedrooms         | 5          | Senior    | 50%       | \$742    |
| 2 bedrooms         | 8          | Senior    | 60%       | \$875    |
| 2 bedrooms         | 1          | Senior    | MKT       | \$975    |
| 3 bedrooms         | 8          | Family    | 50%       | \$757    |

\* MKT – indicates a market rate unit; these units are not income restricted.

**Wetlands:** A detailed wetland delineation was completed on the site by RA Smith in September of 2017. Two (2) small wetland pockets were delineated. The petitioner obtained the **attached** permit dated January 5, 2018 to fill a portion of the wetlands from the WI DNR and is working with the US ACOE to obtain the required permit from them. The WI DNR will require that 175 square feet of wetland as shown on the **attached** exhibit to remain on the property adjacent to 22<sup>nd</sup> Avenue since the WI DNR requires applicants to “avoid and minimize” to the greatest extent. The townhomes are proposed to be at least 15’ from wetland area to remain and the intend to create a flat area west of the townhome building and slope down at 4:1 to the preserved the 175 square foot “wetland” that is not allowed to be filled. Copies of the US ACOE fill permit shall be provided to the Village. The wetland area that is not being allowed to be filled will be required to be shown on the Comprehensive Land Use Map and the Zoning Map.

**Onsite Parking:** Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces for senior housing is 1 space per 2 bedrooms; and the minimum number of parking spaces for 3 bedroom multi-family units is 2.5 spaces for each dwelling unit, 75% of the spaces shall be within an enclosed garage structure, plus 1 space for every 8 units for guest parking wherein the location of parking spaces and garage location is subject to Plan Commission approval. In addition, to these minimum requirements the required handicapped accessible parking spaces per the State code shall be provided.

The senior housing component of the development will have 59 bedrooms; therefore, at least 30 parking spaces are required. The 3 bedroom townhomes require a minimum of 20 parking spaces wherein 15 spaces shall be enclosed, plus 1 space for guest parking. In addition, the required handicapped accessible parking spaces per the State code are also required. Based on the foregoing, 51 parking spaces of which 15 are enclosed are required plus the required handicapped accessible parking. The development includes 66 surface parking spaces (including 4 handicapped accessible spaces) and 20 enclosed garages of which 8 are attached to the townhome buildings. The parking spaces will need to be reconfigured at the entrance to have a longer neck—removing 4 to 6 parking spaces will not affect the minimum number of parking spaces requirements.

## **Municipal Services/Public Improvements:**

- Municipal Water will be extended within 22<sup>nd</sup> Avenue to service the two buildings.
- The buildings will connect to the existing sanitary sewer within 22<sup>nd</sup> Avenue.
- The 91<sup>st</sup> Street right-of-way is located in the City of Kenosha. Springbrook Road (22<sup>nd</sup> Avenue) right-of-way is located in the Village. No sidewalks are being proposed in either 91<sup>st</sup> Street or 22<sup>nd</sup> Avenue at this time.
- Street trees will be required to be installed every 50 feet along 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street.
- Approximately 0.16 acre (6,754 square feet) of land was already dedicated for the future widening of 22<sup>nd</sup> Avenue by CSM # 2616 so no additional right-of-way is intended to be dedicated by the Developer. Some easements dedicated by CSM 2616 will need to be vacated and some new storm water, utility and other easements will need to be dedicated on a new or revised CSM.

**COMPREHENSIVE PLAN AMENDMENT (Ord. #18-11):** The proposed development is located within the northern portion of the Barnes Creek Neighborhood. The Barnes Creek Neighborhood is generally bounded by 89<sup>th</sup> and 91<sup>st</sup> Streets on the north, Sheridan Road on the east, STH 165 (104<sup>th</sup> Street) on the south and 30<sup>th</sup> Avenue on the west. The 2035 Land Use Plan indicates that this property is located within the Lower-Medium Residential land use designation. Neighborhood Plans are a component of the Village's Comprehensive Plan and they are essential to the orderly growth of the community because they establish a framework as to how development should occur and, if and when it does occur.

In support of this development, several of the housing element goals in the Village's Comprehensive Plan are being met to encourage the provision of a diverse housing supply that meets the Village's future population needs. Some of Plan's housing recommendation objectives include: to promote a range of affordable housing choices for Village residents; to promote a range of affordable housing choices for the Village's aging and disabled population; to promote the use of design that allows access and livability for disabled and elderly people in new construction; to continue to support reducing or waiving a portion of impact fees for proposed senior housing development; and to encourage the location of senior developments in areas where public transportation and other transit services for the elderly and disabled are offered.

On January 30, 2012, the Village Board approved an amendment to the Barnes Creek Neighborhood Plan to develop the property with a 46-unit, affordable, independent, senior-only apartment building on the property.

At this time the petitioner is requesting an amendment to the Barnes Creek Neighborhood Plan for the proposed residential development as shown on the conceptual plan that includes a

**ZONING TEXT AND MAP AMENDMENTS:** The current zoning of the property is R-11 Multi-Family Residential District. A portion of the property is located within the shoreland boundary of a tributary to Barnes Creek. At the time that the final plans are submitted, a specific PUD Ordinance will be written for this development and the property will be rezoned with a new PUD Overlay District and the wetland area to be preserved into the C-1, Lowland Resource Conservancy District. Developing as a PUD will allow for flexibility with some requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. The following modifications from the Zoning Ordinance are proposed to be included in the PUD:

- To allow more than one multi-family building on the property.
- To increase the number of apartment units allowed per building from 24 to 42 for senior-only apartments.
- To increase the net density allowed in the R-11 District from 9.6 to 15.6 dwelling units per net acre. The 3.2 net-acre property (0.004 acres or 175 square feet of wetland to remain) will provide a net density of 15.6 units per acre. A total of 1.8 acres or 56% of the site will

remain as open space. The open space areas will include a storm water basin at the northeast corner of the site, a woodland area along the southern portion of the property and setback open space.

- To allow for the senior apartment one bedroom units to be reduced from a minimum of 700 square feet to 675 square feet per unit.
- To allow for senior apartment two bedroom units to be reduced from a minimum of 1,000 square feet to 980 square feet per unit.
- To increase the building height of the senior building from 35 feet to 53 feet.
- To allow for the setbacks of the building to be reduced from 25 feet to 15 feet from the wetlands that will remain.
- To reduce the minimum building setback to the 91<sup>st</sup> Street from 65 feet to a 50 feet.
- To reduce the minimum building setback to the 22<sup>nd</sup> Avenue from 65 feet to a 28 feet.

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

- The senior apartment units shall be restricted for seniors 55 years of age and over. The Developer has agreed to place a written commitment/restrictive covenant that the senior independent apartment building will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (total of 30 years). (The Developer shall provide the wording related to this restrictive covenant provision for Village staff review.)
- Although there is no C-2 woodland conservancy zoning on the property, the wooded area located along the southern boundary shall be cleared of dead wood and debris, the larger healthy trees shall be preserved and the landscaping enhanced with evergreen trees and other plantings shall be planted to provide an additional buffer. The area shall be located within a Dedicated Landscape, Access and Maintenance Easement.
- Both the senior apartment building and the townhome style apartment building shall be fully sprinklered.
- A Village approved Digital Security Imaging System pursuant to Chapter 410 of the Village Municipal Code shall be installed, inspected and be operational for the development.

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

The developer anticipates commencing construction on the development in July, 2018 with completion in July, 2019.

### **Recommendations:**

Plan Commission recommends approval of **Ord. #18-11** to approve amendments to the Comprehensive Plan as presented.

Plan Commission recommends that the Village Board conditionally approve the **Conceptual Plan** subject to the above comments and the following conditions:

1. The Conceptual Plan approval will be valid for a period of one (1) year. Prior to the expiration of the Conceptual Plan, the CSM, Zoning Map and Text Amendments for the required Planned Unit Development including the Final Development Plans and Development Agreement shall be approved by the Village.

2. If any additional changes/amendments are required to the Development Agreement for TID #4 then that Agreement and Memo shall be re-executed by the parties. Further discussion and evaluation is warranted.
3. Provide a site closure letter from the WI Dept. of Commerce/WI DNR regarding the site remediation. Submit final paperwork to the Village to verify that the site may be redeveloped as proposed.
4. The **attached** wetland fill permits from the WI DNR dated January 5, 2018 was submitted; however the wetland fill permits or non-jurisdictional letter from the US AOCE shall be submitted.
5. Comprehensive Land Use Map Amendment application shall be submitted to place the wetlands that are required to remain on the site into the correct land use designation. In addition, the wetlands that will remain shall be rezoned into the C-1, Lowland Resource Conservancy District. The applications for the Comprehensive Land Use Plan Amendment (if applicable) shall be submitted with the Zoning Map and Zoning Text Amendment applications.
6. The project is proposed to be developed as a Planned Unit Development (PUD). Developing as a PUD will allow for more flexibility with some dimensional requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer, the Plan Commission and Village Board upon approval of the Conceptual Plan and submittal of the CSM and Zoning Map and Text Amendment applications that will include the Final Development Plans.
7. The Developer has agreed to provide to the Village a restrictive covenant that all of the senior independent living apartment buildings within this development will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (total of 30 years). A Restrictive Covenant, as agreed to by the Developer, shall be executed and recorded by the Developer as a condition prior to approval of the Certified Survey Map and related Development Agreement.
8. The entire site, including entrances and exits to the site and to the units shall be covered by a DSIS system pursuant to Chapter 410 of the Municipal Code. Detailed camera coverage plans and specifications for the site shall be submitted for the staff to draft the DSIS Agreement and DSIS Access Easement with the Final Development Plans and the PUD application.
9. A new or corrected Certified Survey Map will be required to dedicate additional easements including an easement over the wetland area to remain. A CSM cannot be used to vacate any existing easements. Draft CSM and Draft Easement vacation documents (with illustrations) shall be submitted for staff review and final review and approval by the Plan Commission and Village Board. The following comments relate to the new CSM and easement vacations:
  - a. The Village will not vacate the following easements shown on CSM 2616. They may need to be adjusted slightly but will be required on the CSM. They are required for all residential and commercial projects:
    - i. Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easement – easement is required for all private or public projects.
    - ii. Dedicated Woodland Preservation and Protection, Access and Maintenance Easement – easement is required and area is to be densely landscaped and protected-language can be written to match the revised landscape plan.
    - iii. Dedicated Landscape, Fence, Access and Maintenance Easement – easement is required along 22nd Avenue and along 91st Street.

- iv. Dedicated Vision Triangle Easement- easement required on both sides of private entrance driveway from 91st Street.
  - v. Dedicated Utility Easement – easement is required for utility and communication facilities.
- b. The Village may be willing to vacate the following easements on CSM 2616 – sanitary sewer and water easements (discuss with Village Engineer) because they are private) and it would be up to the Utility and Communication Companies whether they would vacate their un-needed easements. However – these easements shall be vacated by a separate easement document with illustration and legal description prepared by the Developer and approved by the Village Board.
10. The Conceptual Plan has been for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed. The following changes shall be made to the plans and resubmitted as part of the Final Development Plans with the Zoning Map and Text Amendment and the Certified Survey Map (three full size copies and a pdf of all documents):
- a. 22<sup>nd</sup> Avenue is no longer CTH ML. Correct all plan sheets.
  - b. Sheet C-1 – Add all government agency, owner, engineer and architect contact information. Add all City DPW, Engineering and ROW contact information (91st Street ROW is in the City of Kenosha).
  - c. Sheet C-1 – Clearly show City/Village corporate limit line on the location map.
  - d. Sheet C-3 – How long do the groundwater monitoring wells need to remain on the site?
  - e. Entire development shall be provided with curb and gutter.
  - f. The existing curb cuts in 91<sup>st</sup> Avenue that are not being used shall be removed and replaced. Note on the plans.
  - g. The parking spaces will need to be reconfigured at the entrance to have a longer neck—removing 4 to 6 parking spaces will not affect the minimum number of parking spaces requirements.
  - h. All service laterals that are not being utilized shall be abandoned at the main. This applies to Sanitary, Water, and Storm. Note on the plans.
  - i. See **attached** comments from the Village Engineer dated March 5, 2018
  - j. All service laterals that are not being utilized will be abandoned at the main. This applies to Sanitary, Water, and Storm laterals. Note on the plans.
  - k. See **attached** comments from the Village Building Inspection Department dated March 5, 2018.
  - l. See **attached** comments from the Village Fire & Rescue Department dated March 5, 2018.
  - m. The following comments related to the building and elevations:
    - i. Clarify/label the locations of the brick veneer on the front of the building and the east side of the garages.
    - ii. Entrance posts on north elevation of senior building shall be brick or CMU to minimize damage at the bases.



- iii. Add additional window or architectural detail to the rear elevation of senior building.
  - iv. North and south elevations of the townhouse building shall have brick which extends  $\frac{2}{3}$ <sup>rds</sup> up the side of the building.
  - v. Add brick to center upper town house building east elevation. Add an architectural element at this location at the peak and on two of the peaks on the west side of this building.
  - vi. Show exterior lighting details on all buildings – senior building, townhouse building and garage.
  - vii. Add lighting at the entrance. Verify with the City if they will require a public street light at the entrance.
  - viii. Label heights of each of the buildings on the site plan.
  - ix. Provide the materials sample boards for the project.
  - x. Dumpster shall have steel pipes that are painted to match the enclosure with rounded top caps. Provide greater details to dumpster. Dumpster doors shall be Trex deck material panels or metal panels with an easy movable door mechanism.
- n. A detailed landscaping plan is required. At a minimum the plan shall include:
- i. The base map for the Landscape Plans shall be the approved grading plan.
  - ii. An irrigation system for the foundation plantings is required and shall be shown on the plans.
  - iii. The location of all pedestals and transformers and proposed screening.
  - iv. Street trees shall be planted every 50 feet along 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street.
  - v. Show more of a berm with plantings and attractive fence to the west of the townhouse building adjacent to 22<sup>nd</sup> Avenue.
  - vi. Additional evergreen buffer landscaping shall be provided in the woodland preservation easement on the south side of the development.
  - vii. Provide all required landscaping details.
  - viii. Provide four (4) parking lot landscaped islands. All lights shall be located within landscaped areas.
  - ix. Provide low growing plantings in pumper pad island – this should be fully landscaped but will be restricted due to pumper pad – requires further discussion.
  - x. Provide details of open/green space and impervious surface percentages on the plan set.
  - xi. Include the location and design of the required Multifamily Residential Development Identification Sign and the required landscaping around the base of the sign. The sign shall meet the following requirements:
    - (a.) Minimum setback: five (5) feet from the right-of-way line of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.
    - (b.) Maximum height: eight (8) feet.
    - (c.) Maximum area: 36 square feet per face.
    - (d.) Landscaping shall extend a minimum of three feet in every direction

from the base or other support structure of the sign, except if the sign is located in a boulevard island, then the landscaping shall not extend closer than two feet from the back of the curb of the boulevard island.

- (e.) May be illuminated.
- (f.) May be placed on two supports or may be placed on a solid-appearing decorative base which supports a minimum of 75% of the display of the sign.
- (g.) The sign supports or base shall be constructed of materials that complement the materials used in the development.
- (h.) Maximum height of base under display: four (4) feet.
- o. A detailed Lighting Plan with photometric shall be provided. Parking lot lights are required to be located within landscaped areas. Lights shall be directed downward, with a maximum height of 20 feet and any concrete base shall not be more than 12" high. Include details/specification for pole head and standard details.

**NEXT STEPS:**

1. Upon approval of the Conceptual Plan by the Village Board the following documents shall be submitted to the Village for staff review:
  - a. A draft copy of the Certified Survey Map
  - b. A draft copy of the easement vacation documents with illustrations.
  - c. Three (3) full size and a pdf copy of the Final Development Plan that address all of the plan changes as noted above.
  - d. A draft of the Restrictive Covenant related to the age restriction.
  - e. Ownership verification documents.
2. After the above documents are received, the Village will begin its review of the documents and begin to prepare the Development Agreement (for the installation of public water main, and the public street trees, if required within 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street and two public street lights at the entrance-City of Kenosha to determine if public or private), the PUD Ordinance for the Developer's review.
3. Upon the staff's satisfactory review of the CSM and Final Development Plans including the detailed Engineering Plans and Specifications and other items specified above, the CSM, Development Agreement and Zoning Text and Map Amendment Application, Comprehensive Plan Amendment and related application materials shall be submitted for consideration of the Plan Commission and Village Board.
4. Upon Village staff approval of the Engineering Plans and Specifications, the Developer shall submit the approved plans, profiles and specifications copies of WI DNR water application checklists to the Village so that the Village can request approval from the Kenosha Water Utility (KWU) and obtain bids for field staking and inspection services for the public improvements.
5. A copy of the approval letters from the KWU and WI DNR shall be submitted to the Village.
6. At least two weeks prior to Village Board consideration of the CSM, Development Agreement and related documents the following shall be finalized and submitted:
  - a. The original executed Certified Survey Map and easement vacation documents.
  - b. Five (5) full size copies and a pdf copy of the Final Development Plans including Civil Plans, Grading and Drainage Plans, Storm Water Management Plans and Reports, Landscaping Plans, Building Plans and Lighting Plans.

- c. A copy of the signed contracts, certificates of insurance, and performance and payment bonds shall be provided to the Village. The contracts shall have the Developer's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. **All contractors shall be pre-qualified by the Village.**
  - d. A copy of the signed public street tree contract, street tree planting plan and certificate of insurance. **All contractors shall be pre-qualified by the Village.**
  - e. A copy of the public water approval letters from the Kenosha Water Utility, WI DNR.
  - f. A Policy of Title Commitment equal to the cost of public improvements. The title policy shall indicate that the right-of-way is being dedicated free and clear of any encumbrance liens or judgments.
  - g. A copy of the signed We Energies contract and five (5) paper copies and a pdf copy of the Street Lighting Plan only if public street lights are required by the City of Kenosha at the entrance.
  - h. Erosion Control Permit application, plans and related fee including the required Street Sweeping Cash Deposit.
  - i. Copy of the Notice of Intent from the WI DNR
  - j. Copy of the WI DNR wetland fill permits.
  - k. Copy of the US ACOE wetland fill permits.
  - l. The Work in the Right-of-Way Permits (from City of Kenosha for 91<sup>st</sup> Street and Village for 22<sup>nd</sup> Avenue).
  - m. Right of Recovery Agreement (to be drafted by the Village and reviewed by the Developer) for the municipal water system within 22<sup>nd</sup> Avenue.
  - n. The TID Development Agreement if needed to be modified or an Agreement will be needed for the public improvements (public water, street lights and trees).
  - o. A "draft" LOC shall be provided to the Village for staff review. (See comment below related to the LOC.)
  - p. A Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - q. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM and Memorandum of Development Agreement.
7. A one year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 115% of the total cost of public related improvements, including street trees, street lights, street signs, field staking, inspections and construction related services (including sanitary sewer, and storm sewer cleaning and televising), shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments. **IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit.** The Cash payments and the "Final" LOC shall be provided prior to the Village at the closing.
8. If any of the units are proposed to be used as a model or marketing office, a Conditional Use Permit application will be required to be submitted for consideration by the Village Plan Commission.
9. The Final Engineering Plans shall be submitted to the Village in electronic format which satisfies the following acceptance criteria. If you have any questions contact Matt Fineour, Village Engineer at (262) 925-6778.

10. Upon Village Board approval of the CSM and Final Development Plans and within seven (7) days of said approval the Village will host a closing to have the Plat(s) and all of the Development Agreement documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide proof of recording to the Village within 72 hours of closing with the Village.
11. Following the closing, the Developer's engineer shall conduct a pre-construction meeting at the Village Hall with all of the contractors, utilities and Village on-site inspectors (meeting is required prior to public improvement field work commencing). Contact Jean Werbie-Harris to coordinate the pre-con meeting.
12. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
13. All Village fees incurred by the Village Community Development Department, Village Engineering Department and/or expert legal assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. Any conflicts between the Village Design Standards and Construction Specifications, Land Division and Development Control Ordinance will require compliance with the Village Design Standards and Construction Specifications.
14. Impact fees are due at the time building permits are issued. Pursuant to the **attached** letter dated February 28, 2017 the Village has agreed to waive the Village's neighborhood and community park impact fees for each senior unit. Furthermore, sewer connection fees may be adjusted as noted in the same letter.
15. All public and private improvements shall be completed, inspected, and Village approved including having sanitary sewer and storm sewer televised, water sampled with safe samples, roadways completed, electric and gas utilities installed, signage installed and as-built utility and grading plans submitted prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.

**ORD. # 18-11**  
**ORDINANCE TO AMEND**  
**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**  
**2035 COMPREHENSIVE PLAN**  
**PURSUANT TO CHAPTER 390 OF THE**  
**VILLAGE MUNICIPAL CODE**

**BE IT ORDAINED** by the Village of Pleasant Prairie Board of Trustees, Kenosha County, Wisconsin, that Neighborhood Plan 2 of Appendix 9-3 the Barnes Creek Neighborhood of the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan* is hereby amended for a portion of Barnes Creek Neighborhood generally located at the southeast corner of 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street and to update said Appendix as shown in the **Exhibit A**.

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

**Adopted this 2<sup>nd</sup> day of April, 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

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

Ord #18-11 Barnes Creek Neighborhood Plan

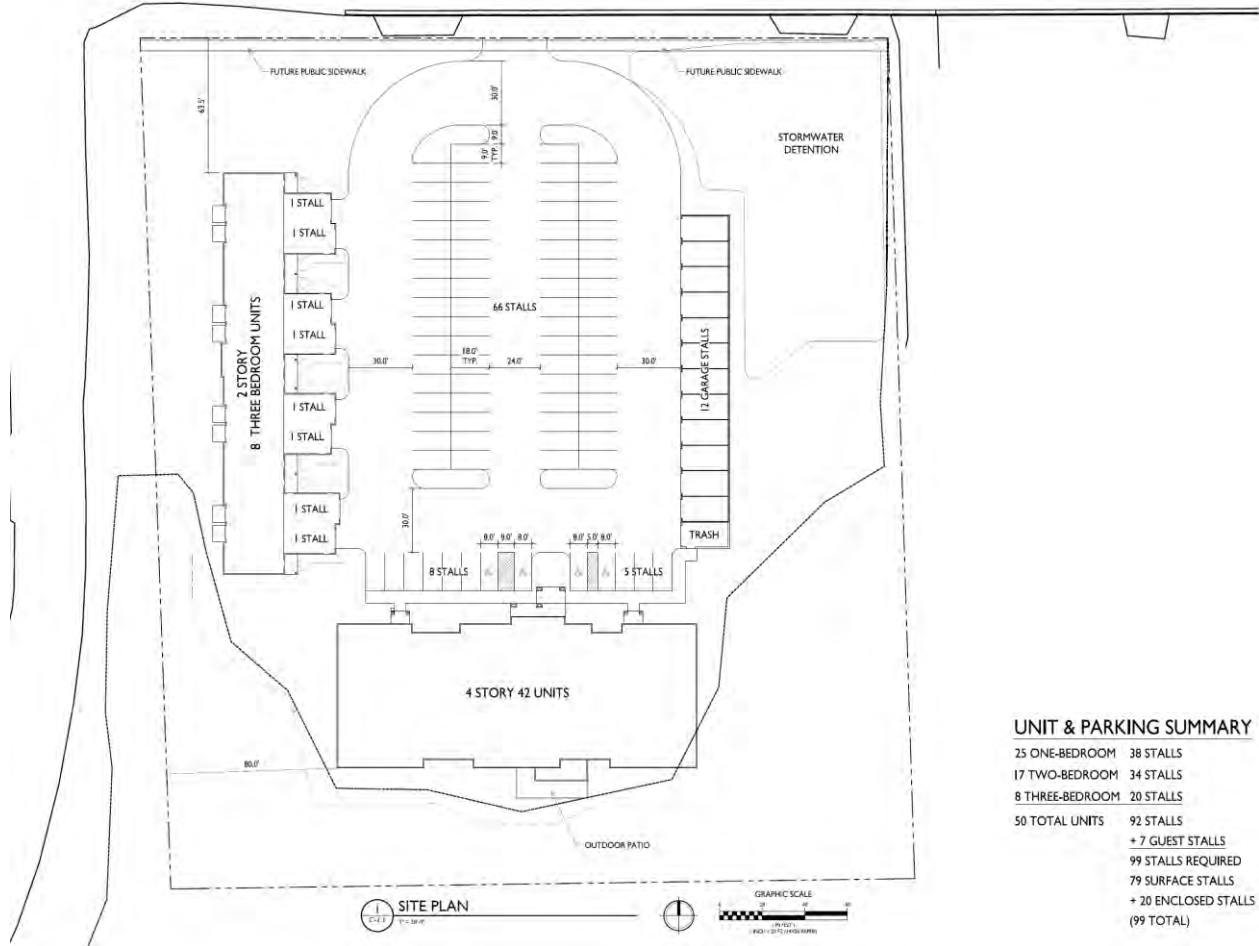
**Neighborhood Plan 2 of Appendix 9-3  
Barnes Creek Neighborhood**

The Barnes Creek Neighborhood is located within the Village and a small portion is located within the within the City of Kenosha. A Neighborhood Plan for a portion of this Neighborhood has been prepared and adopted by the Plan Commission on September 10, 2007 by Resolution #07-21 and the Village Board adopted a resolution of support on September 17, 2007 by Resolution #07-55. In 2012, ~~a revised Neighborhood Plan~~, the neighborhood plan was amended as adopted by the Plan Commission on January 30, 2012 by Resolution #12-04 and the Village Board adopted Ordinance #12-03 on January 30, 2012. In 2018, a revised Neighborhood Plan was adopted by the Plan Commission on March 26, 2018 by Resolution #18-09 and the Village Board adopted Ordinance #18-11 on April 2, 2018.

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

Approximately 3.2 acres of the neighborhood located at the southeast corner of 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street ~~had a neighborhood plan approved to develop the property with a 46-unit affordable, independent senior apartment building~~ is proposed to be developed with a includes a 42 unit senior housing apartment building and an 8-unit family townhome building as shown on Neighborhood Plan Map 2.

**Neighborhood Plan Map 2**  
**Barnes Creek Neighborhood Plan (portion of)**  
**Adopted by Plan Commission Resolution #18-08 #12-04 and**  
**Village Board Ordinance #12-03 #18-11**



**UNIT & PARKING SUMMARY**

|                 |                      |
|-----------------|----------------------|
| 25 ONE-BEDROOM  | 38 STALLS            |
| 17 TWO-BEDROOM  | 34 STALLS            |
| 8 THREE-BEDROOM | 20 STALLS            |
| 50 TOTAL UNITS  | 92 STALLS            |
|                 | + 7 GUEST STALLS     |
|                 | 99 STALLS REQUIRED   |
|                 | 79 SURFACE STALLS    |
|                 | + 20 ENCLOSED STALLS |
|                 | (99 TOTAL)           |



Office of the Village Administrator  
Michael R. Pollocoff

February 28, 2017

Sean O'Brien, Director, Commercial Lending  
Wisconsin Housing Economic Development Authority  
201 West Washington Avenue, Suite 700  
Madison, WI 53703

RE: Tax Parcel 93-4-123-183-0480

Dear Mr. O'Brien:

In response to a request from Bear Development, LLC (Bear), we are providing the following information relating to the above referenced parcel located in the Village of Pleasant Prairie (Village). Tax Increment District # 4 was created to assist in mitigating environmental and blight issues and incent development on the site. We have been working with Bear for several years on this proposal to construct affordable, primarily senior housing on this site. The financial participation calculation can be broken down into three distinct categories: 1) Village and State funds spent to-date, 2) future financial contributions and 3) waived fees by the Village.

**Funds Spent To-Date.** WEDC awarded \$150,000 via a Brownfield Grant and the Village allocated TIF funding of \$715,365 to raze the blighted building and begin the extensive environmental remediation effort. All awarded and allocated funds were used in connection with the demolition of the blighted structure and remediation of the contaminates stemming from the former dry cleaners within the blighted building. All soils are now remediated and the site is ready for the primarily senior LIHTC housing proposal.

**Future Financial Contributions.** Future financial benefit will accrue to the development via the extended TID time frame which will now expire on 12/31/2034. The mechanism for this funding will be via a pay-go TIF by way of annual real estate tax reimbursements. 100% of the increment created will be reimbursed to the development entity or assigns.

**Connection Fee Charges Reduced by the Village.** The Village of Pleasant Prairie Municipal Ordinance 285-23 C. (2) provides the rationale for the application as a partial reduction of connection fees for sanitary sewer laterals for multi-family dwellings. At discretion of the Village, the ordinance provides an option for the property owner to



evaluate the utilization of water from the 13 month flow after full occupancy to the 18<sup>th</sup> month for an adjustment to the connection fee. The ordinance provides the steps that must be followed in order to receive an adjustment.

A previous adjustment for a similar development reflected a *reduction of 68%* in the connection fee. The current connection fees are \$1,600 per unit. The previous example would equate to a partial reduction waiver in the payment of  $\$1,600 \times 68\% = \$45,696$ . The Village is committed to continuing to maintain this adjustment process through the completion of the proposed Bear Senior Housing Development in Pleasant Prairie, and the current connection fee throughout the time required for this adjustment to be made.

**Impact Fees Waived by the Village.** The Village has agreed to waive the Village's neighborhood and community Park Impact Fees for each senior unit, which equates to a reduction from \$632.00 per senior unit to \$0.00 per senior unit or a cost savings to the Developer of \$26,544.00 for the 42-senior unit building.

If I can be of further assistance relating to this matter, please feel free to contact me at 262-925-6721 or via email at [villageadmin@plprairie.com](mailto:villageadmin@plprairie.com).

Michael Pollocoff  
Village Administrator



January 5, 2018

GP-SE-2017-30-03961

BFU II, LLC  
c/o Daniel Szczap  
4011 80th Street  
Kenosha, WI 53142

RE: Coverage under the wetland statewide general permit for wetland fill or disturbance for residential, commercial, or industrial development, located in the Village of Pleasant Prairie, Kenosha County, also described as being in the SW1/4 of the SW1/4 of Section 18, Township 1 North, Range 23 East.

Dear Mr. Szczap:

Thank you for submitting an application for coverage under the wetland statewide general permit for wetland fill or disturbance for residential, commercial, or industrial development, s. 281.36, Wis. Stats.

You have certified that your project meets the eligibility criteria and conditions for this activity. Based upon your signed certification you may proceed with your project to fill 0.08 acres of wetlands. Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit WDNR-GP1-2017 (found at <http://dnr.wi.gov/topic/waterways/construction/wetlands.html>). The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first. This permit coverage constitutes the state of Wisconsin's wetland water quality certification under USCS s. 1341 (Clean Water Act s. 401).

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Elaine Johnson at (262) 574-2136 or email [Elaine.Johnson@wisconsin.gov](mailto:Elaine.Johnson@wisconsin.gov) to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's wetland resources for future generations. Please be sure to obtain any other local, state or federal permits that are required before starting your project.

If you have any questions, please call me at (262) 574-2136 or email [Elaine.Johnson@wisconsin.gov](mailto:Elaine.Johnson@wisconsin.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Elaine Johnson". The signature is fluid and cursive, with the first name "Elaine" being more prominent than the last name "Johnson".

Elaine Johnson  
Water Management Specialist

cc: Rachel Nuetzel, Project Manager, U.S. Army Corps of Engineers  
Peggy Herrick, Village of Pleasant Prairie

## WDNR-GP1-2017 Permit Conditions – Residential/Commercial/Industrial

You agree to comply with the following conditions:

1. **Application.** You shall submit a complete application package to the Department as outlined in the application materials and section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.
2. **Certification.** Acceptance of general permit WDNR-GP1-2017 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.
3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.
4. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP1-2017
5. **Expiration.** This WDNR-GP1-2017 expires on October 31, 2022. The time limit for completing work authorized by the provisions of WDNR-GP1-2017 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP1-2017 or until the discharge is completed, whichever occurs first.
6. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.
7. **Authorization Distribution.** You must supply a copy of the permit coverage authorization to every contractor working on the project.
8. **Project Start.** You shall notify the Department before starting construction.
9. **Permit Posting.** You must post a copy of this permit coverage letter at a conspicuous location on the project site prior to the execution of the permitted activity, and remaining at least five days after stabilization of the area of permitted activity. You must also have a copy of the permit coverage letter and approved plan available at the project site at all times until the project is complete.

10. **Permit Compliance.** The department may modify or revoke coverage of this permit if the project is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any applicable conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.
11. **Construction Timing.** Once wetland work commences, all wetland construction activities must be continuous until the permitted activity is completed and the site is stabilized.
12. **Construction.** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.
13. **Project Completion.** Within one week of completion of the regulated activity, you shall submit to the Department a statement certifying the project is in compliance with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number, and be submitted to the Department staff member that authorized coverage.
14. **Proper Maintenance.** You must maintain the activity authorized by WDNR-GP1-2017 in good condition and in conformance with the terms and conditions of this permit utilizing best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands.
15. **Site Access.** Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP1-2017 and applicable laws.
16. **Erosion and siltation controls.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to wetlands as outlined in NR 151.11(6m), Wis. Adm. Code.
17. **Equipment use.** The equipment used in the wetlands must be low ground weight equipment as specified by the manufacturer specifications.
18. **Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing other best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For more information, refer to <http://dnr.wi.gov/topic/Invasives/bmp.html>.
19. **Federal and State Threatened and Endangered Species.** WDNR-GP1-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.

20. **Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts or to enhance the habitat for the species of concern.
21. **Historic Properties and Cultural Resources.** WDNR-GP1-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.
22. **Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at **1-800-943-0003**.
23. **Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by s. NR 500.03(214), Wis. Admin. Code, free from hazardous substances as defined by s. 289.01(11), Wis. Stats., and free from solid waste as defined by s. 289.01(11) and (33), Wis. Stats.
24. **Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.
25. **Transfers.** Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.
26. **Limits of State Liability.** In authorizing work, the State Government does not assume any liability, including for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP1-2017.
27. **Reevaluation of Decision.** The Department may suspend, modify or revoke authorization of any previously authorized activity and may take enforcement action if any of the following occur:
  - a. The applicant fails to comply with the terms and conditions of WDNR-GP1-2017.

- b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.







# MEMORANDUM

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

TO: Peggy Herrick, Assistant Planner / Zoning Administrator

FROM: Matthew Fineour, P.E., Village Engineer

SUBJ: Eva Manor Multi-Family – Concept Plan

DATE: March 5, 2018

---

Peggy,

The Engineering Department has reviewed the submitted concept plan for the proposed multi-family development. We have the following comments listed below and noted on the attached mark-up plan. Refer to both this memo and mark-up plan sheets for all engineering comments.

**See comments on attached mark-up plan sheets.**

1. Only plan sheets with comments are included.
2. Comments that apply to multiple locations are not repeated for every occurrence.

**General Comments**

3. The intersection of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue shall be evaluated to determine if geometrical or functional improvement are needed or warranted.
4. The permit from the City of Kenosha is required for the proposed entrance drive to 91<sup>st</sup> Street and storm sewer connection. A copy of the permit shall be provided to the Village when obtained.
5. A plan and profile is required for the public water main extension along with a project manual. Upon Village approval of the public water main plan, the Village will then submit the plans to the Kenosha Water Utility (KWU) for their system level review. Upon obtaining both Village and KWU approval, the Developer shall submit the plans to the WDNR for their approval.
6. A development agreement is required for the public water main extension.
7. Any existing sewer or water laterals servicing the property, which will not be used, shall be plugged at the main in accordance with DPW requirements. Address and note in plans.
8. Provide status and information pertaining to the environmental site conditions, remediation, and monitoring wells.

The engineering plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and as additional information is provided.

# CONCEPT PLAN - SITE, GRADING, & UTILITY PLANS

## FOR

# EVA MANOR MULTIFAMILY

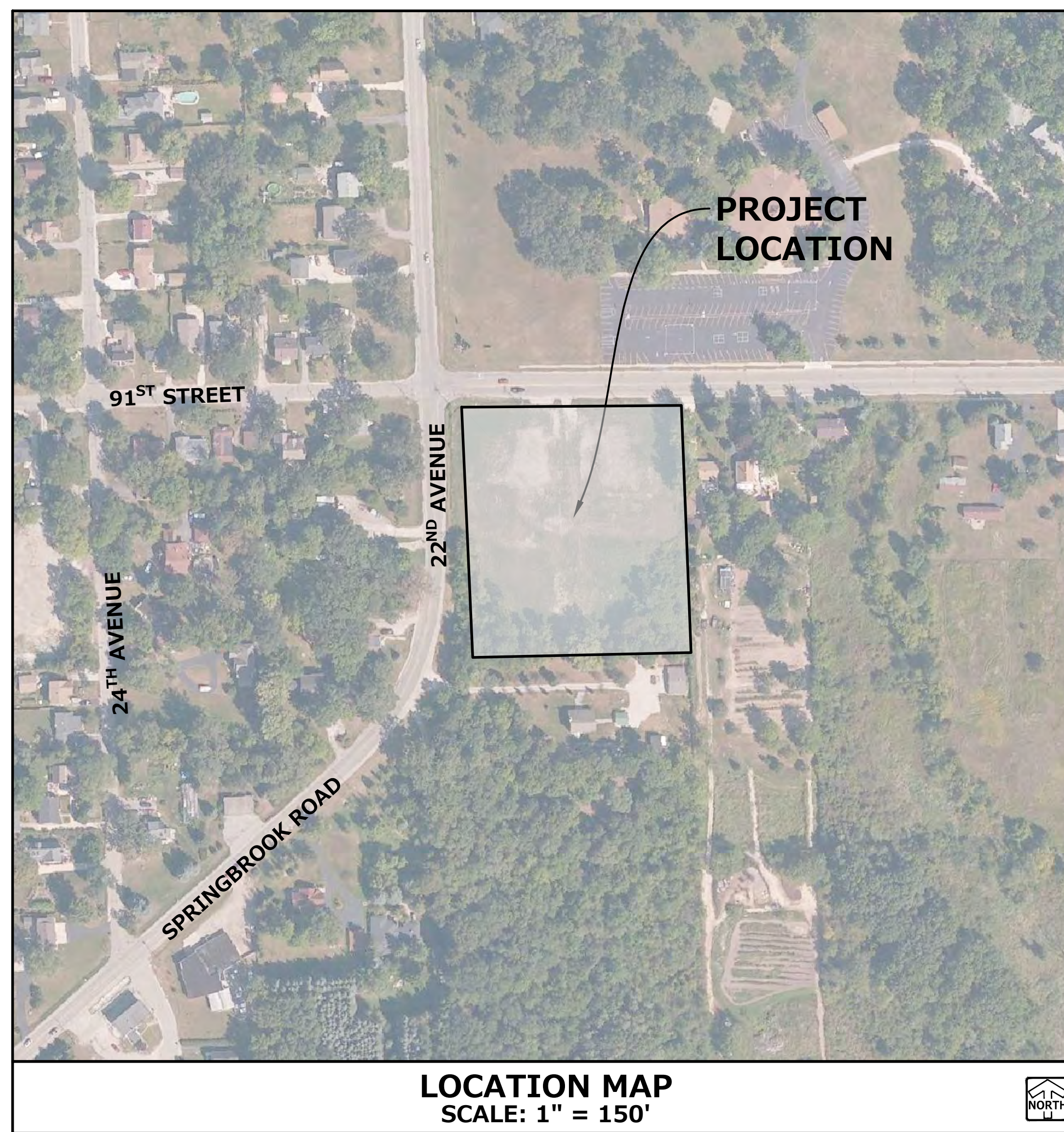
VILLAGE OF PLEASANT PRAIRIE, WI

PLANS PREPARED FOR



VOPP ENGINEERING  
PLAN MARK UP  
MARCH 5, 2018

| SITE DATA TABLE         |                       |
|-------------------------|-----------------------|
| TOTAL SITE AREA:        | 3.2 AC (139,300 S.F.) |
| PAVEMENT AREA:          | 1.0 AC (42,540 S.F.)  |
| BUILDING AREA:          | 0.4 AC (17,500 S.F.)  |
| LANDSCAPE AREA:         | 1.5 AC (67,260 S.F.)  |
| POND AREA:              | 0.3 AC (12,000 S.F.)  |
| SURFACE PARKING STALLS: | 79 STALLS             |
| GARAGE STALLS:          | 20 STALLS             |
| EXISTING ZONING:        | G-2 COMMERCIAL        |
| PROPOSED ZONING:        | MULTIFAMILY PUD       |



| PROJECT TEAM CONTACTS   |   |
|---|---|
| <b>CIVIL ENGINEER:</b><br>MATT CAREY, P.E.<br>PINNACLE ENGINEERING GROUP<br>15850 BLUEMOUND ROAD, SUITE 210<br>BROOKFIELD, WI 53005<br>(262) 754-8888 | <b>APPLICANT:</b><br>DANIEL SZCZAP<br>BEAR DEVELOPMENT<br>4011 80TH STREET<br>KENOSHA, WI 53142 |

| BENCHMARKS  |          |
|---|----------|
| <b>VERTICAL DATUM:</b>  | NGVD 29  |
| <b>HORIZONTAL DATUM:</b>  | NAD 1927 |
| <b>BM 1:</b> CONCRETE MONUMENT WITH BRASS CAP AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 SECTION 18, TOWN 1 NORTH, RANGE 23 EAST, ELEVATION = 623.90. |          |

| INDEX OF SHEETS |                                  |
|-----------------|----------------------------------|
| C-1             | CONCEPT PLAN COVER SHEET         |
| C-2             | CONCEPT PLAN EXISTING CONDITIONS |
| C-3             | CONCEPT SITE PLAN                |
| C-4             | CONCEPT GRADING PLAN             |
| C-5             | CONCEPT UTILITY PLAN             |

**DIGGERS HOTLINE**

Toll Free (800) 242-8511  
Milwaukee Area (414) 239-1181  
Hearing Impaired TDD (800) 542-2289  
www.Diggers-Hotline.com

EXPIRATION DATE: JULY 31, 2018

**PINNACLE ENGINEERING GROUP, LLC - ENGINEER'S LIMITATION**

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

DESIGNED: DCS  
DRAWN: EP  
REVIEWED: MAC  
THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

| LEGEND                                  |            |          |
|---|------------|----------|
|   | EXISTING   | PROPOSED |
| SANITARY SEWER MANHOLE                  | ⊙          | ⊙        |
| STORM SEWER MANHOLE                     | ⊙          | ⊙        |
| STORM SEWER AREA DRAIN                  | ⊙          | ⊙        |
| STORM SEWER INLET (ROUND CASTING)       | ○          | ●        |
| STORM SEWER INLET (RECTANGULAR CASTING) | □          | ■        |
| PRECAST FLARED END SECTION              | △          | ▲        |
| CONCRETE HEADWALL                       | ∩          | ∩        |
| AIR RELEASE ASSEMBLY                    | ⊕          | ⊕        |
| VALVE BOX                               | ⊕          | ⊕        |
| FIRE HYDRANT                            | ⊕          | ⊕        |
| BUFFALO BOX                             | ⊕          | ⊕        |
| CLEANOUT                                | ⊕          | ⊕        |
| SANITARY SEWER                          | —          | —        |
| FORCE MAIN                              | —          | —        |
| STORM SEWER                             | —          | —        |
| DRAIN TILE                              | —          | —        |
| WATER MAIN                              | —          | —        |
| UTILITY CROSSING                        | —          | —        |
| LIGHTING                                | —          | —        |
| ELECTRICAL CABLE                        | —          | —        |
| OVERHEAD WIRES                          | —          | —        |
| CAUTION EXISTING UTILITIES NEARBY       | —          | —        |
| ELECTRICAL TRANSFORMER OR PEDESTAL      | ⊕          | ⊕        |
| POWER POLE                              | ⊕          | ⊕        |
| POWER POLE WITH LIGHT                   | ⊕          | ⊕        |
| STREET SIGN                             | ⊕          | ⊕        |
| GAS MAIN                                | —          | —        |
| TELEPHONE LINE                          | —          | —        |
| CONTOUR                                 | 749        | 749      |
| SPOT ELEVATION                          | x (750.00) | x 750.00 |
| WETLANDS                                | —          | —        |
| FLOODWAY                                | —          | —        |
| FLOODPLAIN                              | —          | —        |
| HIGH WATER LEVEL (HWL)                  | —          | —        |
| NORMAL WATER LEVEL (NWL)                | —          | —        |
| DIRECTION OF SURFACE FLOW               | —          | —        |
| DITCH OR SWALE                          | —          | —        |
| DIVERSION SWALE                         | —          | —        |
| OVERFLOW RELIEF ROUTING                 | —          | —        |
| TREE WITH TRUNK SIZE                    | ⊕          | ⊕        |
| SOIL BORING                             | ⊕          | ⊕        |
| TOPSOIL PROBE                           | ⊕          | ⊕        |
| FENCE LINE, TEMPORARY SILT              | —          | —        |
| FENCE LINE, WIRE                        | —          | —        |
| FENCE LINE, CHAIN LINK OR IRON          | —          | —        |
| FENCE LINE, WOOD OR PLASTIC             | —          | —        |
| CONCRETE SIDEWALK                       | —          | —        |
| CURB AND GUTTER                         | —          | —        |
| DEPRESSED CURB                          | —          | —        |
| REVERSE PITCH CURB & GUTTER             | —          | —        |
| EASEMENT LINE                           | —          | —        |

| ABBREVIATIONS |                     |     |                                |
|---------------|---------------------|-----|--------------------------------|
| BL            | BASE LINE           | NWL | NORMAL WATER LEVEL             |
| C             | LONG CHORD OF CURVE | PC  | POINT OF CURVATURE             |
| C & G         | CURB AND GUTTER     | PT  | POINT OF TANGENCY              |
| CB            | CATCH BASIN         | PVI | POINT OF VERTICAL INTERSECTION |
| CL            | CENTERLINE          | R   | RADIUS                         |
| D             | DEGREE OF CURVE     | ROW | RIGHT-OF-WAY                   |
| EP            | EDGE OF PAVEMENT    | SAN | SANITARY SEWER                 |
| FF            | FINISHED FLOOR      | ST  | STORM SEWER                    |
| FG            | FINISHED GRADE      | T   | TANGENCY OF CURVE              |
| FL            | FLOW LINE           | TB  | TOP OF BANK                    |
| FR            | FLOODPLAIN          | TC  | TOP OF CURB                    |
| FR            | FRAME               | TF  | TOP OF FOUNDATION              |
| FW            | FLOODWAY            | TP  | TOP OF PIPE                    |
| HWL           | HIGH WATER LEVEL    | TS  | TOP OF SIDEWALK                |
| IW            | INVERT              | TW  | TOP OF WALK                    |
| L             | LENGTH OF CURVE     | WM  | WATER MAIN                     |
| MH            | MANHOLE             | ∆   | INTERSECTION ANGLE             |

PLAN | DESIGN | DELIVER  
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CHICAGO | MILWAUKEE | NATIONWIDE

**EVA MANOR MULTIFAMILY**  
VILLAGE OF PLEASANT PRAIRIE, WI

CONCEPT PLAN COVER SHEET

| REVISIONS |                            | SHEET |
|-----------|----------------------------|-------|
| 1         | CONCEPT SUBMITTAL 02/14/18 |       |
|           |                            | 8     |
|           |                            | C-5   |

REG. NO. 1106-00-WI  
MAC  
START DATE 10-04-17  
SCALE N.T.S.

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CONCEPT PLAN  
CONCEPT PLAN COVER SHEET

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DESIGNED: EP  
DESIGNED: DC  
REVIEWED: MAC

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CONCEPT PLAN

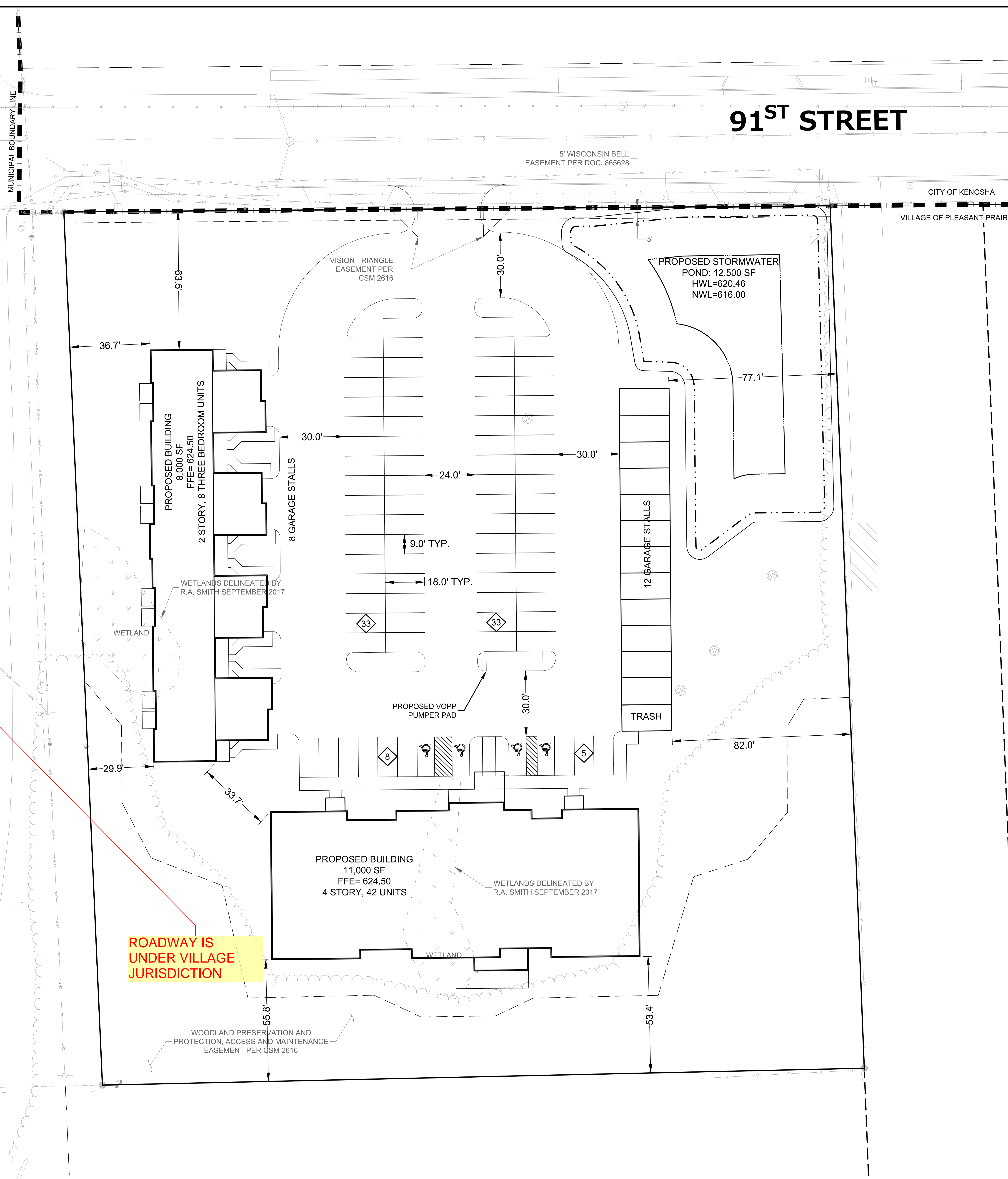
CONCEPT SITE PLAN

# 91<sup>ST</sup> STREET

# C.T.H. "ML" / 22<sup>ND</sup> AVENUE

PROVIDE LIMITED TIA FOR INTERSECTION.

ROADWAY IS UNDER VILLAGE JURISDICTION

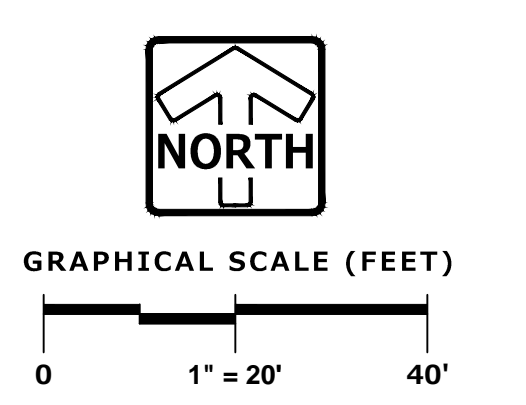


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**NOTES:**

- EXISTING EASEMENTS (PER EXISTING CSM #2616) TO BE VACATED:
- PUBLIC WATER AND PRIVATE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
- STORMWATER DRAINAGE, DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
- 10' WI ELECTRIC POWER COMPANY EASEMENT
- 12' UTILITY EASEMENT
- 40' BUILDING SETBACK LINE
- 10' LANDSCAPING, SIGNAGE, ACCESS, AND MAINTENANCE EASEMENT



PLAN | DESIGN | DELIVER  
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## EVA MANOR MULTIFAMILY VILLAGE OF PLEASANT PRAIRIE, WI

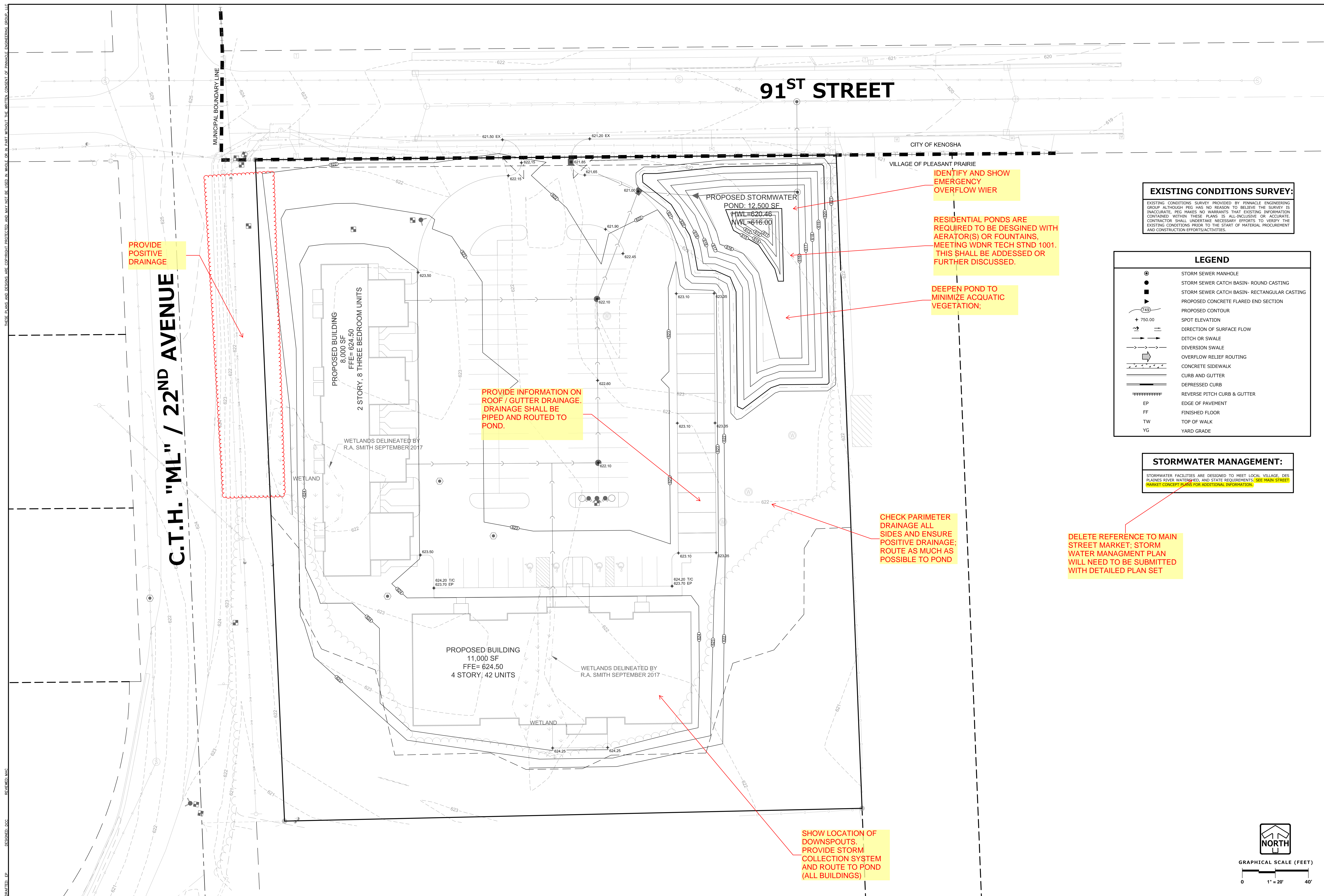
## CONCEPT SITE PLAN

| REVISIONS |                            |
|-----------|----------------------------|
| 1         | CONCEPT SUBMITTAL 02/14/18 |
|           |                            |
|           |                            |
|           |                            |

|                         |                |                     |
|-------------------------|----------------|---------------------|
| REG. JOB NO. 1106.00-WI | MAC            | SHEET<br>C-3<br>C-5 |
| REG. P.N.               | MAC            |                     |
| START DATE 10-04-17     | SCALE 1" = 20' |                     |

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CONCEPT PLAN  
CONCEPT GRADING PLAN



PROVIDE POSITIVE DRAINAGE

C.T.H. "ML" / 22ND AVENUE

91<sup>ST</sup> STREET

CITY OF KENOSHA

VILLAGE OF PLEASANT PRAIRIE

IDENTIFY AND SHOW EMERGENCY OVERFLOW WIER

RESIDENTIAL PONDS ARE REQUIRED TO BE DESIGNED WITH AERATOR(S) OR FOUNTAINS, MEETING WDNR TECH STND 1001. THIS SHALL BE ADDRESSED OR FURTHER DISCUSSED.

DEEPEIN POND TO MINIMIZE ACQUATIC VEGETATION;

CHECK PARAMETER DRAINAGE ALL SIDES AND ENSURE POSITIVE DRAINAGE; ROUTE AS MUCH AS POSSIBLE TO POND

SHOW LOCATION OF DOWNSPOUTS, PROVIDE STORM COLLECTION SYSTEM AND ROUTE TO POND (ALL BUILDINGS)

PROVIDE INFORMATION ON ROOF / GUTTER DRAINAGE. DRAINAGE SHALL BE PIPED AND ROUTED TO POND.

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**LEGEND**

|  |  |
|--|--|
|  | STORM SEWER MANHOLE                          |
|  | STORM SEWER CATCH BASIN- ROUND CASTING       |
|  | STORM SEWER CATCH BASIN- RECTANGULAR CASTING |
|  | PROPOSED CONCRETE FLARED END SECTION         |
|  | PROPOSED CONTOUR                             |
|  | SPOT ELEVATION                               |
|  | DIRECTION OF SURFACE FLOW                    |
|  | DITCH OR SWALE                               |
|  | DIVERSION SWALE                              |
|  | OVERFLOW RELIEF ROUTING                      |
|  | CONCRETE SIDEWALK                            |
|  | CURB AND GUTTER                              |
|  | DEPRESSED CURB                               |
|  | REVERSE PITCH CURB & GUTTER                  |
|  | EDGE OF PAVEMENT                             |
|  | FINISHED FLOOR                               |
|  | TOP OF WALK                                  |
|  | YARD GRADE                                   |

**STORMWATER MANAGEMENT:**

STORMWATER FACILITIES ARE DESIGNED TO MEET LOCAL VILLAGE, DNR, PLAINES RIVER WATERSHED, AND STATE REQUIREMENTS. SEE MAIN STREET MARKET CONCEPT PLANS FOR ADDITIONAL INFORMATION.

DELETE REFERENCE TO MAIN STREET MARKET; STORM WATER MANAGEMENT PLAN WILL NEED TO BE SUBMITTED WITH DETAILED PLAN SET



GRAPHICAL SCALE (FEET)  
0 1" = 20' 40'

PLAN | DESIGN | DELIVER  
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**EVA MANOR MULTIFAMILY  
VILLAGE OF PLEASANT PRAIRIE, WI**

**CONCEPT GRADING PLAN**

| REVISIONS |                            |
|-----------|----------------------------|
| 1         | CONCEPT SUBMITTAL 02/14/18 |
|           |                            |
|           |                            |
|           |                            |
|           |                            |

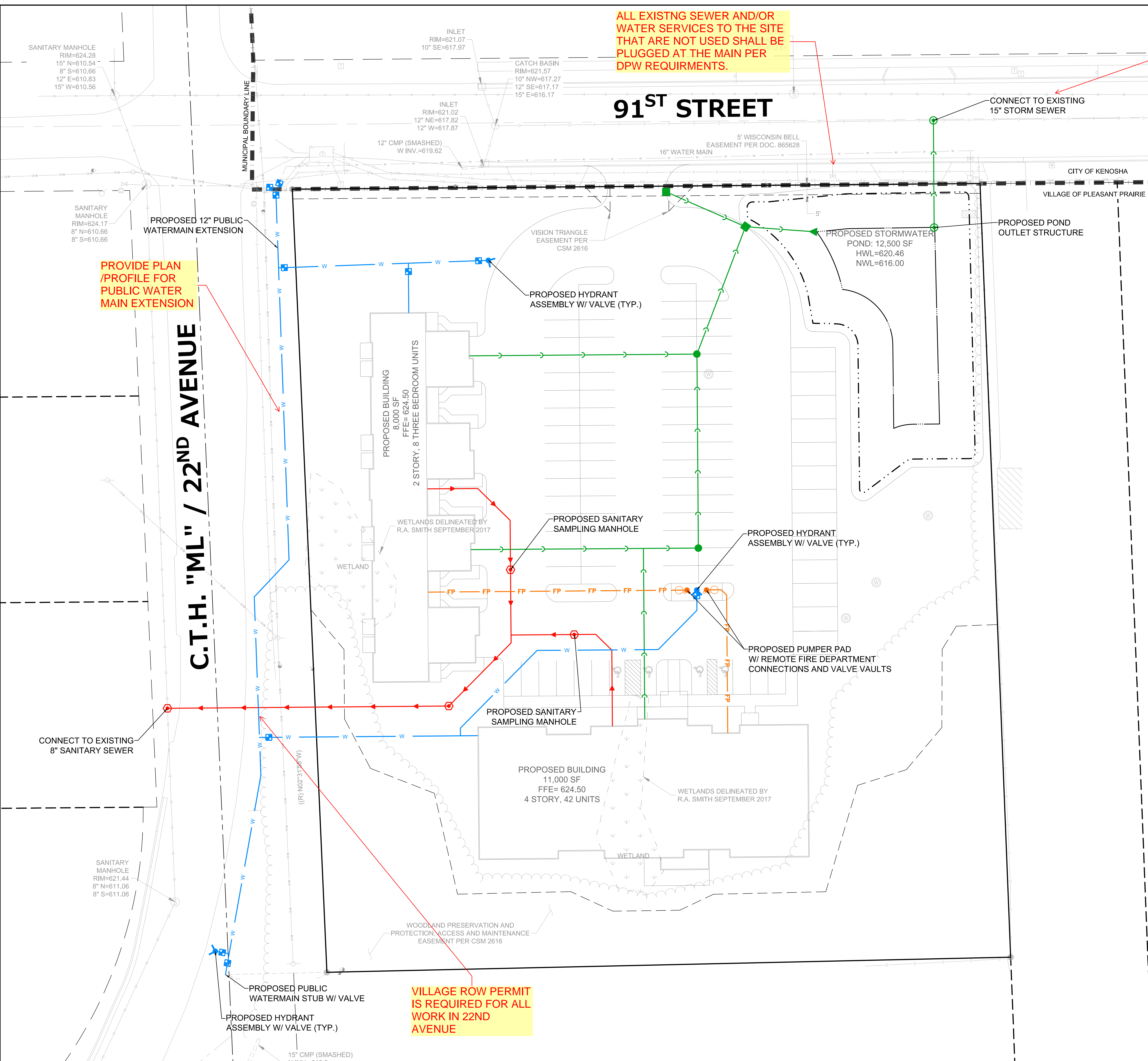
REG. JOB NO. 1106.00-WI  
MAC  
START DATE 10-04-17  
SCALE 1" = 20'

SHEET  
C-4  
8  
C-5

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DESIGNED: DOC  
DRAWN: EP  
REVIEWED: MAC

2:\PROJECTS\2017\1106.00-WI\CAD\SHEETS\CONCEPT PLAN\1106.00-WI UTILITY PLAN\_CONCEPT.DWG



ALL EXISTING SEWER AND/OR WATER SERVICES TO THE SITE THAT ARE NOT USED SHALL BE PLUGGED AT THE MAIN PER DPW REQUIREMENTS.

OBTAIN AND PROVIDE CITY OF KENOSHA APPROVAL FOR STORM CONNECTION. PROVIDE ROAD CUT AND RESTORATION REQUIREMENTS

PROVIDE PLAN /PROFILE FOR PUBLIC WATER MAIN EXTENSION

PROVIDED DETAILED UTILITY INFORMATION AS PLANS PROGRESS.

VILLAGE ROW PERMIT IS REQUIRED FOR ALL WORK IN 22ND AVENUE

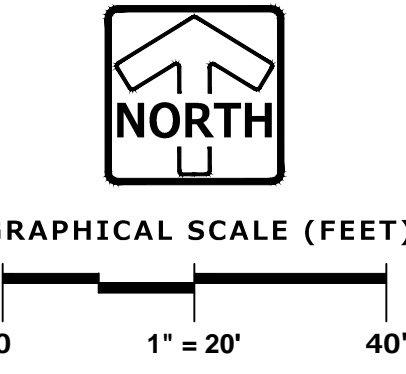
# 91<sup>ST</sup> STREET

# C.T.H. "ML" / 22<sup>ND</sup> AVENUE

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**STORMWATER MANAGEMENT:**  
 STORMWATER FACILITIES ARE DESIGNED TO MEET LOCAL VILLAGE, DES PLAINES RIVER WATERSHED, AND STATE REQUIREMENTS. SEE MAIN STREET MARKET CONCEPT PLANS FOR ADDITIONAL INFORMATION.

| LEGEND |   |
|--------|---|
|        | SANITARY SEWER MANHOLE                        |
|        | STORM SEWER MANHOLE                           |
|        | STORM SEWER CATCH BASIN (ROUND CASTING)       |
|        | STORM SEWER CATCH BASIN (RECTANGULAR CASTING) |
|        | PRECAST CONCRETE FLARED END SECTION           |
|        | CLEANOUT                                      |
|        | VALVE BOX                                     |
|        | FIRE HYDRANT                                  |
|        | SANITARY SEWER                                |
|        | FORCE MAIN                                    |
|        | STORM SEWER                                   |
|        | DRAIN TILE                                    |
|        | WATER MAIN                                    |
|        | FIRE PROTECTION                               |
|        | UTILITY CROSSING                              |
|        | ELECTRICAL CABLE                              |
|        | GAS MAIN                                      |
|        | TELEPHONE LINE                                |
|        | OVERHEAD WIRES                                |
|        | LIGHTING                                      |
|        | ELECTRICAL TRANSFORMER OR PEDESTAL            |
|        | POWER POLE                                    |
|        | POWER POLE WITH LIGHTS                        |
|        | STREET SIGN                                   |
|        | UTILITY TO BE REMOVED                         |



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## EVA MANOR MULTIFAMILY VILLAGE OF PLEASANT PRAIRIE, WI

## CONCEPT UTILITY PLAN

| REVISIONS |                            |
|-----------|----------------------------|
| 1         | CONCEPT SUBMITTAL 02/14/18 |
|           |                            |
|           |                            |

REG. NO. 1106.00-WI  
 MAC  
 START DATE: 10-04-17  
 SCALE: 1" = 20'

SHEET C-5  
 C-5

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CONCEPT PLAN  
CONCEPT UTILITY PLAN



Office of the  
Chief of Fire & Rescue  
Craig Roepke

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Craig Roepke, Chief Fire & Rescue  
CC: Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Fire Department review for the conceptual plan for the Eva Manor 8 and 42 unit apartment complex  
Permit/Trakit#: DEV1802-008  
DATE: March 5, 2018

---

These are comments for the conceptual plan received for the Eva Manor 8 and 42 unit apartment complex.

The Fire and Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually. Based on the information and plans submitted, the Fire & Rescue Department have the following comments regarding the project:

1. Confirming that the both buildings (8 & 42) will require automatic fire sprinkler systems and an addressable fire alarm system as outlined in the comments below.
2. The 42 unit will require at least one AED in the lobby or elevator area on the first floor, accessible to the public. Preferably in a recessed wall cabinet. These are commonly located closely with the fire extinguisher for that area. Location can be discussed at a later time.
3. It is understood that the 42 unit complex will be an over 55 living facility. Any building or room notification system (ie: residence assistance notification) shall be addressable, indicating room or area. Any notifications for assistance sent to a central station shall include this addressable room or area information so that it can be conveyed to first responders.
4. Make note of the elevator ordinance (180-20) and sizing requirement to allow for an ambulance cot to fit appropriately.
5. In the 42 unit complex, identify the location for the fire pump/riser room.
6. Identify if the Sun Room doorway to the outside (Center South) will be an established or required egress route (Exit). If so, there shall be a maintained hard surface pathway/sidewalk to parking lot. Any gates or fences surrounding the Sun Room shall have compliant Exit hardware should the door be so defined.
7. Review Public Radio Safety Coverage requirements below within the comments.
8. As the project develops and detail is provided, additional comments may be forthcoming.

**Distribution of Comments:** the person who obtains the building permit to all contractors and subcontractors affected by this document shall distribute copies of these comments. This document outlines critical times and deadlines. All recipients of this document must become familiar with the contents.

**IT IS CRITICAL THAT ALL CONTRACTORS SPECIFICALLY FIRE SPRINKLER & ALARM DESIGNERS AND INSTALLERS RECEIVE AND UNDERSTAND THE CONTENT OF THIS DOCUMENT.**

**Compliance:** A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.

**Conflicts:** In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State of Wisconsin and/or the Village of Pleasant Prairie where applicable.

**Fire Safety System Plans:** such as fire sprinkler and fire alarm plans, will need to be submitted to the State of Wisconsin Department of Safety and Professional Services and also to this fire department for review. No installation of any fire protection system is allowed until a satisfactory review is obtained from both departments.

**FIRE ALARM AND SPRINKLER PLANS ARE A SEPARATE SUBMITTAL TO THE FIRE DEPARTMENT.**

**DUE TO CONSTRUCTION AND TIME CONSTRAINTS FIRE PROTECTION SUBMITTALS MAY AND ARE TYPICALLY BROKEN INTO AN UNDERGROUND SUBMITTAL AND AN ABOVE GROUND SUBMITTAL.**

**INFORMATION REGARDING PLAN SUBMITTAL CAN BE FOUND AT**

<http://www.pleasantprairieonline.com/services/fireandrescue/ForContractors.asp>

**Pre-Construction Meeting:** A pre-construction meeting may take place with the general contractor, the fire protection contractor, the Fire and Rescue Department, Village staff, and any other sub-contractor prior to the start of any project construction.

1. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus, and must comply with the State of Wisconsin and the International Building Code, 2009 edition. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
  - a. All entrances from public streets, as well as road and driveways around the proposed building must be a minimum of 30 feet wide. All roadways and fire lanes must be unobstructed and not used any part as a parking area for automobiles or trucks/trailers.
  - b. All exterior exit pathways as well as access to the Fire Pump room shall have a hard surface, leading to a hard surface. This includes all exit doors from the facility.
  - c. An exterior personnel door shall be located in close proximity to each fire sprinkler riser.
  - d. There shall be Knox padlocks or Knox key switches on all gates on site. The Fire & Rescue Department will review the proper placement and operation of the Knox system locks.
2. **Combination Water Sizing Confirmation:** The owner shall provide a letter from the sprinkler designer affirming that the combination water main is sized appropriately for both domestic use and fire sprinkler protection demand. This will typically include the designer's license stamp on the document.
3. **Required Licenses:** A Wisconsin licensed fire protection contractor and/or sprinkler fitter must install any and all dedicated fire protection underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.
4. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.
5. **Review and Comments:** At such time more information is provided for this project, the Fire Department will review and comment on the following areas outlined below.
  - A. Site and Operational Permits
    1. Site accessibility (Plans provided do not specific clearances or distances)
    2. Fire Pump Location
    3. Pumper Pad
    4. Fire hydrant spacing
  - B. Conditional Use and Operational
    1. Standpipe outlet locations
    2. Fire alarm pull stations
    3. Emergency and Exit Lighting
    4. Fire extinguishers

6. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.
7. **Permit fees:** must be paid at time of submission for review. Work cannot begin until all permits have been issued. A typical review turnaround is four weeks

The following fees and permits are generated directly from the Fire & Rescue Department.

- a. Bulk water Usage
- b. Fire Protection Plans for Underground and Aboveground
- c. Fire Alarm System Plans
- d. Kitchen Hood Systems Plans

*NOTE: Permits are required from the Fire & Rescue Department for the installation of water main in addition to any permits required by other Village of Pleasant Prairie Departments.*

8. **Occupancy:**
  - a. All fire and life safety requirements must be in place and operational prior to any building being occupied.
  - b. No occupancy inspections shall be scheduled until all life-safety systems are complete.
  - c. Key life safety systems include: Fire sprinkler system, Fire alarm system, Fire extinguishers, Emergency Lighting, and any additional requirements determined by both the Fire Department and the Village Building inspection department.
9. **Hazardous Occupancies:** Should there be identified hazard occupancies with this project, the Fire & Rescue Department will need more than the typical four week time period to review potential Hazardous Occupancies. The owner must contact the Fire & Rescue Department as soon as possible to begin the review process.
10. **Exterior Doors:** All outside doors must have access to the interior. Such as a lock and handle provided at each door.
11. **AED:** The owner shall install one or more public access Automatic External Defibrillator (AED) onsite for employee and public use in the event of a sudden cardiac arrest.
12. **Storage:** Maximum height, width and aisle ways and egress pathways must be maintained and will be enforced. The same concerns apply to the storage of quantities of combustibles (plastics and cardboard) and other storage of flammable liquids or chemicals must also be properly identified, placarded and stored.
13. **Elevators:**
  - a. If applicable, must comply with Village of Pleasant Prairie Ordinance 180-20, including acceptable minimum size and emergency notification.
  - b. Review the proper sizing requirements with the fire department early in the planning process.
14. **Severe Weather Shelter:** The architect shall identify the area within the building that can be used as a “severe weather shelter” or “safe haven” during severe weather such as a tornado. That area will be identified with signage.
15. **Door Numbering:** Each exterior door shall be sequentially numbered.
  - a. Shall consist of a 4” reflective number in a color that is contrasting to the door color.
  - b. Numbering shall be in an increasing sequence and located in the upper right-hand portion of the door.
  - c. The starting numbering point shall be determined in the field and approved by the AHJ.
16. **On Premise Secure Key System:** Knox Company Rapid Entry System, “Knox Boxes” shall be provided for the building. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.
17. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be



in sufficient number. Final approval, of fire extinguisher locations and quantity, will not be given until occupancy is taken, to see how a tenant furnishes the space. The company providing the fire extinguishers shall submit a letter to the Fire and Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.

18. **Emergency and Exit Lighting:** Exit and Emergency Lighting shall be provided and shall have battery backup. Combination units are acceptable and recommended. An Emergency Generator eliminates the need for battery backup. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled.
19. **Sprinkler System:** The building is to be equipped with an “automatic fire sprinkler system”. The systems shall be designed and constructed to the current printed edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers. Confirm NFPA edition with the Fire Department prior to system design.

20. **The following information as applicable, must be submitted with the sprinkler plans for review:**

Building height:  
Number of stories/floors:  
Mezzanines:  
Elevators:  
Hazard class:  
Commodity Class:  
Exterior storage:  
Fire protection:

21. **Fire Hydrants:** Fire hydrants shall meet the Village of Pleasant Prairie hydrant specification. Fire hydrants shall be spaced no more than 350 feet apart around the perimeter of the building, per Village Ordinance 180-16. As many hydrants as possible shall be supplied directly by municipal water. The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches.
22. **Fire Hydrant Acceptance:** This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA) code standard 24 and witnessed by the Fire Chief or designee.
23. **Fire hydrant / water main flushing:** can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the building and risers with both the sub-contractors responsible, the Village of Pleasant Prairie Engineering Department, Fire & Rescue Department and the Water Utility Department, prior to seeking a ‘clean water sample’ on this site.

24. **Pumper Pad:**

- a. A municipally fed fire hydrant and fire department connection (FDC) combination is defined to be a “pumper pad”.
- b. The FDC shall comprise of a 30 degree angled 5” Storz connection unless otherwise approved by the fire department in writing.
- c. Both the hydrant and FDC shall be between 18” and 23” above finished grade as a pair.
- d. There shall be dedicated space for a fire engine to have unobstructed access to the pumper pad.
- e. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. Any variances shall be approved by the AHJ in writing.
- f. The pumper pad shall be free of vegetation, plant, shrubs, or other obstructions at least 5 feet on each side.
- g. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire

Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant.

- h. The Fire Department connection shall be constructed along with an underground drain with access for inspection.
- i. The area around the pumper pad shall be comprised of a hard surface such as asphalt or concrete.
- j. The pumper pad area shall have some form of posted signage or painted pavement designation indicating no parking or obstructions in that area.
- k. Refer to the Village specification drawing for the pumper pad design.

**25. Bollards:**

- a. Shall be placed near fire hydrants, remote post indicator valves (PIV) and Fire Department connection(s) that are subject to damage.
- b. Bollards shall be six (6) inches in diameter. Bollards shall not obstruct charged fire hoses.
- c. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.

**26. Standpipes:**

- a. The building shall be equipped with standpipes that shall consist of 2-½ inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve.
- b. Where required, standpipes shall be wet and placed adjacent to all exterior exit doors, same side as the door handle/knob. Village Ordinance 180.16 (I).
- c. No 1-1/2" cap reductions are required.

**27. Pump Room / Riser Room Door:**

- a. The exterior door that accesses either the fire pump or riser room shall be labeled in the following manner outlined below
  - i. At the center upper 1/3 of the door, utilizing 4" reflective RED block lettering, the following title.
  - ii. "FIRE PUMP ROOM" or "FIRE RISER ROOM", respective for the type of existing room.
- b. This door shall have a Knox-Box installed adjacent to the door. The specific location heights and details are documented in the "Fire Department – Appendix A" attachment.

**28. MSDS / SDS Station:**

- a. Within the pump or riser room locate a (SDS) Safety Data Sheet Station in a conspicuous and accessible location. The station shall be labelled so to be readily identified.
- b. Products used for maintenance, production or stored within the facility shall have their SDS information located at this SDS station.
- c. The SDS information shall be organized in such manner that access to product information is intuitive.
- d. The contents of the SDS station shall be updated and/or reviewed at least annually by the building owner or active tenant. A dated record log shall be kept with the SDS station indicating such review.

**29. Strobe Light:**

- a. All strobe lights required below shall meet Village specifications as found in section 180-16(m) of the Sprinkler Ordinance. The lens color shall be RED.
- b. A strobe light and 10" dome bell shall be provided, visible from the pumper pad to indicate a waterflow alarm condition.
- c. If the building has a fire pump, an additional strobe light shall be required and installed adjacent to the waterflow alarm and activated when the fire pump is running.

- d. Both notification devices above (b & c) shall be labeled appropriately as “WATERFLOW” and “PUMP RUN” below the respective devices.
  - e. A strobe light shall be provided and installed vertically at each riser location on the exterior of the building. No bell or signage is required. In instances where two or more risers are located at one location, only one exterior strobe is required. The strobe shall activate on any one riser waterflow.
  - f. A separate “Appendix A” document is available to provide visual detail supporting the above requirements.
30. **Fire Alarm System:** There shall be a full function remote annunciator installed. Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system. The systems shall be designed and constructed to the current printed edition of NFPA 72. Confirm NFPA edition with the Fire Department prior to system design
- a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
  - b. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
  - c. **Smoke and Heat Detection:** Shall be installed as required.
  - d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
  - e. **PIV & Exterior Valves:** shall be monitored by the Fire Alarm system.
  - f. **Strobe & Bell:** Strobe light and Bell devices shall be identified and documented on the submitted Fire Alarm plan submittal. It is understood that typically this work is completed by the electrical contractor and not part of the alarm plan per say.
  - g. **Duct Detectors:** Duct detectors shall be programmed as a Supervisory Alarm, not as an alarm condition.
  - h. **Fire Alarm Plans Location:** There shall be a designated location for a set of as-built fire alarm plans near the FACP per NFPA 72.
  - i. **FACP Nomenclature:** Confirmation of nomenclature shall be discussed between the Fire Department and the fire alarm program technician prior to any inspections.
  - j. **Initiating Devices Labeling:** All initiating devices e.g.: pull stations, smoke detectors, tampers, etc shall be labeled with the FA device number that matches the system nomenclature programmed. The font/letters shall be at least 14pt and of such size that they are visible based on accessibility to the device. (e.g.: ceiling initiating devices may require a larger font size)
  - k. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
  - l. **Transmission of Fire Alarms.** The method of transmission to central station must be approved by the Fire & Rescue Department. (e.g. RF Radio, cellular, VOIP, or other approved technologies allowed by code.)
  - m. **FACP Main Panel:** There will be one main fire alarm panel within a building. The system will not be split into two or multiple fire alarm panels interconnected together. (Example: West wing is one panel, East wing is a different panel)
  - n. **Fire Alarm Map:** An “as-is” drawing of the fire alarm system shall be provided and posted in the riser or pump room of the building. The drawing shall have at minimum, the initiating device numbers, locations, and door numbering scheme on the posted drawing. Size of the drawing to be discussed with the fire department.
  - o. **Central Station:** The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and

supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire & Rescue Department prior to signing any contracts with the Central station.

Fire: Pleasant Prairie Fire & Rescue  
 Medical: Pleasant Prairie Fire & Rescue  
Phone numbers  
**Emergency:** (262) 694-1402  
 Non-emergency: (262) 694-7105  
 Business: (262) 694-8027

- 31. **All Hazards Notification System:** Should the owner or tenant plan on the installation of an in-building all hazards notification system (fire, weather, active threat, etc), the fire department must be made aware and the system must meet all NFPA 72 requirements.
- 32. **Public Safety Radio Coverage:** Provide for adequate radio coverage to public safety service workers, including but not limited to firefighters, and law enforcement officers. For purpose of this section, adequate radio coverage shall include all of the following:
  - a) a minimum signal strength of -101 dBm available in 95% of the area of each floor of the building when transmitted from the Public Safety Radio Communications System: and
  - b) A minimum signal strength of -101 dBm received at the Public Safety Radio Communications System when transmitted from 95% of the area of each floor of the building, via portable radio with public safety microphone.
  - c) Channel Performance Criterion (CPC): CPC is the minimum performance level in a faded channel, per TSB-88, clause 4.2. TSB-88 is a “Telecommunications Systems Bulletin” published by the TIA, Telecommunications Industry Association. The performance level is rated using “Delivered Audio Quality”. Industry standard DAQ definitions are shown in Table 1.
  - d) DAQ level of three (3) is the minimum performance level which shall be attainable by public safety radio systems in 95% of the area of each floor of a building, via portable radio with public safety microphone

**Table 1 - Delivered Audio Quality Definitions**

| DAQ Delivered Audio Quality | Subjective Performance Description  |
|-----------------------------|---|
| 1                           | Unusable, speech present but unreadable.  |
| 2                           | Understandable with considerable effort. Frequent repetition due to noise / distortion.             |
| 3                           | Speech understandable with slight effort. Occasional repetition required due to noise / distortion. |
| 3.5                         | Speech understandable with repetition only rarely required. Some noise / distortion.                |
| 4                           | Speech easily understood. Occasional noise / distortion.  |
| 4.5                         | Speech easily understood. Infrequent noise / distortion.  |
| 5                           | Speech easily understood.   |

- e) The frequency range which must be supported shall be 151.0000 to 160.0000 MHz, in both digital and analog signals.

**Testing Procedures:**

- A. Initial Tests. Public safety employees or their designees will perform initial tests. A Certificate of Occupancy shall not be issued to any new structure if the building fails to comply with this section.
- B. Annual Tests. Fire Department personnel in conjunction with inspection procedures will conduct annual tests.

**Amplification Systems Allowed**

1. Buildings and structures which cannot independently support the required level of radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC type accepted signal booster amplifiers as needed. The installation of equipment as indicated above cannot be detrimental to the operation of the Public Safety Radio System.
2. In the event that a signal booster is employed it shall meet the following minimum requirements:
  - a. be fully encased within a dust resistant case;
  - b. be contained in a National Electrical Manufacturer's Association (NEMA) 4-type waterproof cabinet;
  - c. battery systems used for the emergency power source shall be contained in a NEMA 4-type waterproof cabinet;
  - d. the signal booster system and battery system shall be electrically supervised and monitored by a supervisory service, or shall sound an audible signal at a constantly attended location;
  - e. Have FCC certification prior to installation.

**Secondary Power**

Emergency responder radio coverage systems shall be provided with an approved secondary source of power conforming to NFPA 72. The secondary power supply shall be capable of operating the emergency responder radio coverage system for a period of at least twenty-four (24) hours. When primary power is lost, the power supply to the emergency responder radio coverage system shall automatically transfer to the secondary power supply.

**Field Testing**

Fire Department personnel, after providing reasonable notice to the owner or their representative, shall have the right to enter onto the property to conduct field-testing to be certain the required level of radio coverage is present.

33. **Final Inspection:** The General Contractor shall provide the following documentation at the time the Final Inspection takes place and before a building occupancy certificate will be issued.
  - a. The fire protection contractor shall provide the owner with a letter (upon completion of the sprinkler work) stating the sprinkler system, or portion thereof, is "100% operational and built according to the design", Village Ordinance, 180-16 N if modifications are made to the system.
  - b. The fire alarm contractor shall provide the owner with a letter (upon completion of the fire alarm work) stating the fire alarm system, or portion thereof, is "100% operational and built according to the design" if modifications are made to the system.
  - c. Copy of contract with fire alarm central monitoring station.
  - d. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
  - e. Copies of the fire protection underground flushing documents.
  - f. Copies of the underground and fire sprinkler hydrostatic test certificates.
  - g. Copies of the fire sprinkler operational test certificates.
  - h. Copies of the fire alarm test documents.
  - i. Copies of other test documents such as, hood/duct, smoke, etc...
  - j. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
  - k. Provide in electronic format (USB, CD, etc) all Floor plans and fire protection plans for the building in an

as-built condition.

- l. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
- m. AED is in place at such time a tenant takes occupancy.
- n. A copy of the Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.



## Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director  
From: Sandro Perez, Building Inspection Superintendent  
Subject: Eva Manor  
Date: March 5, 2018

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1. Building Inspection Department information:  
Hours: Mon-Fri, 8am-5pm.  
Phone# 262-694-9304  
Email: [buildinginspection@plprairiewi.com](mailto:buildinginspection@plprairiewi.com)
2. Permit applications can be found online at [pleasantprairieonline.com](http://pleasantprairieonline.com)
3. Inspections are performed Mon- Fri 9am-4pm except electrical inspections; those are only Tue & Thu mornings. 48hr notice is required to schedule an inspection. Please note you must call and speak with a Building Inspection Department representative a voicemail or email will not constitute an inspection please plan accordingly. Final occupancy inspections require coordination with multiple departments and staff members there for a minimum of 72 hour notice is required. Any re-inspection fees due must be paid prior to scheduling a re-inspection.
4. All contractors requiring permits shall not commence work until permit issuance.
5. We are currently inspecting to the 2009 IBC, IEBC, IMC, IECC, IFGC, 2003 ANSI A117.1, 2011 NEC and WI. Plumbing code SPS 381-386.
6. Please submit all applicable plans (Building, HVAC, Fire Suppression, Fire Detection, Conveyance, Plumbing, etc.) to the state for review (DSPS). Please be aware state plumbing plan review has a long lead time, plan accordingly.
7. Building Inspection Department will not issue permits until we receive the applicable state approval letter and plans.
8. All state approved drawing must be available at job site for inspector review during inspections.
9. Please submit emergency egress lighting plan and energy compliance worksheets form SBD 10512 to Building Inspection Department prior to issuance of building permit.
10. Fire alarm systems require two permits from both the Fire Department and Building Inspection Department.

11. Any building fire protection loop and combination water main will require approval by the Fire Department prior to issuance of exterior plumbing permit.
12. Fire alarm systems and fire protection loops will require inspections by both the Fire Department and Building Inspection Department.
13. Any tradesmen requiring state license will be “carded” on the jobsite for compliance.
14. All equipment must be “LISTED” by a nationally recognized testing laboratory.
15. All equipment, materials, etc. must be rated for the environment in which they will be used.
16. Please contact me with any questions on permitting and/or plan submittal.
17. Provide adequate ADA accessible parking and locate per 2009 IBC.





## 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: Southeast Corner of 91st Street and 22nd Avenue

Legal Description: Please see attached

Tax Parcel Number(s): 93-4-123-183-0480

### Check all that apply

- Land Use Plan Amendment:  
To change the land use designation from \_\_\_\_\_  
to \_\_\_\_\_
- Neighborhood Plan Amendment to Barnes Creek Neighborhood
- Other Amendment to the Comprehensive Plan (specify)  
\_\_\_\_\_

Petitioner's interest in the requested amendment:

Petitioner proposes and Neighborhood Plan Amendment to facilitate a mixed residential development including Senior Housing and Family Townhome style apartments.

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:

Print Name: BFU II, LLC

Signature: [Signature]

Address: 4011 80th Street

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

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: 2/12/2018

#### APPLICANT/AGENT:

Print Name: Bear Development, LLC

Signature: [Signature]

Address: 4011 80th Street

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

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: 2/12/2018

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



DEVELOPMENT

4011 80<sup>th</sup> Street, Kenosha, WI 53142

Phone: (262) 842-0556 Fax: (262) 842-0557

February 12, 2018

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

Dear Ms. Werbie-Harris:

Bear Development is pleased to submit this letter and the accompanying plans as formal application for a Neighborhood Plan Amendment to the Barnes Creek Neighborhood Plan. Our proposed amendment includes the Conceptual site layout for the Eva Manor project located at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.

The subject property consists of approximately 3.22 acres and was previously approved for a project known as Springbrook Place. As part of the Springbrook Place approvals a Neighborhood Plan was incorporated, and the property was zoned R-11 Multiple Family Residential District with a PUD.

Bear Development is proposing a revised multifamily residential development consisting of a mix of senior housing and a family townhome component. The senior housing portion consists of a 42 unit residential building and a family component consisting of an eight (8) unit townhome style building.

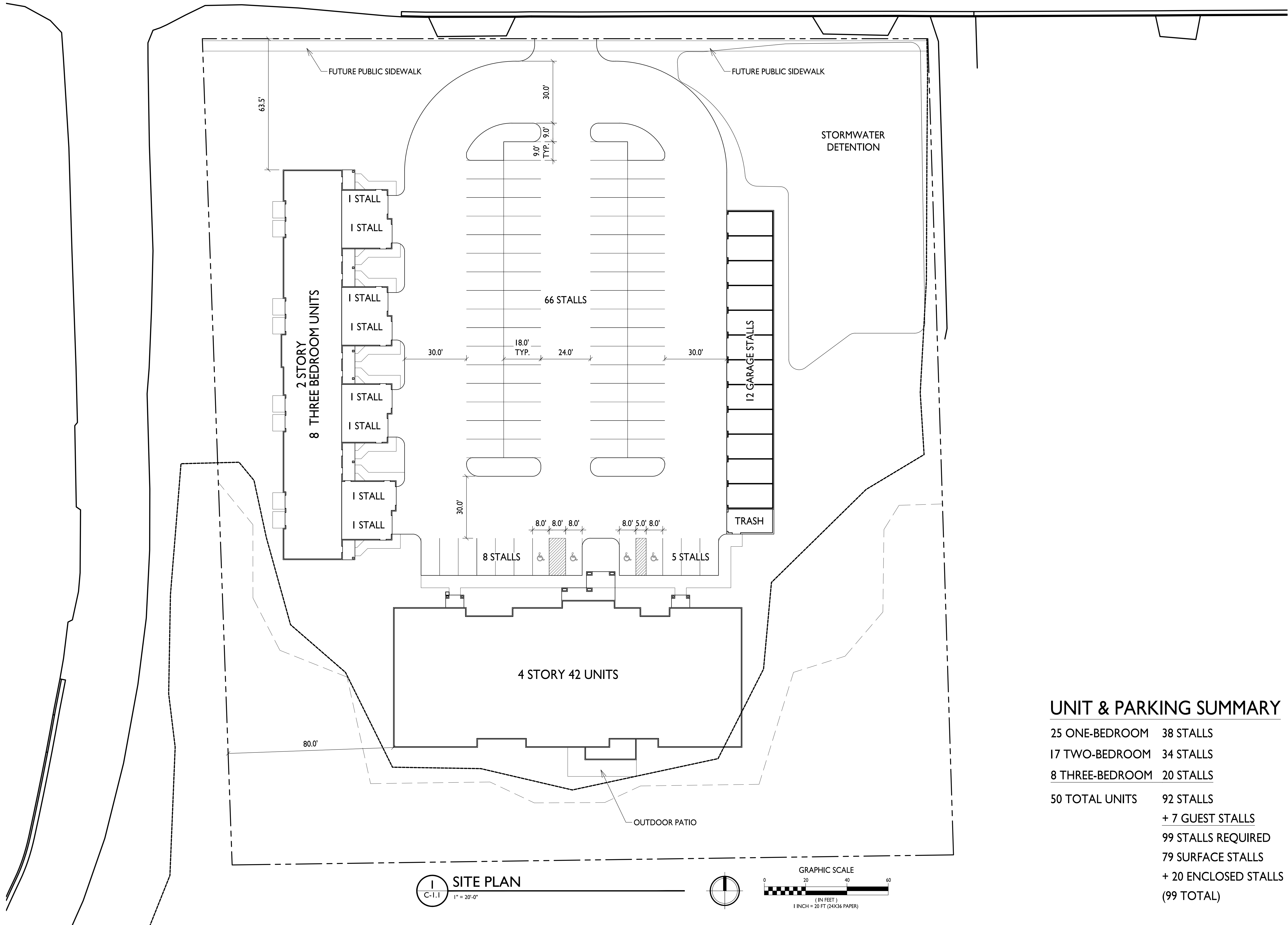
We are pleased to introduce Eva Manor as a development to enhance an underutilized property and address the need for affordable housing for senior and families in the village of Pleasant Prairie.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, [dan@beardevelopment.com](mailto:dan@beardevelopment.com)

Thank you for your time and consideration.

Sincerely,

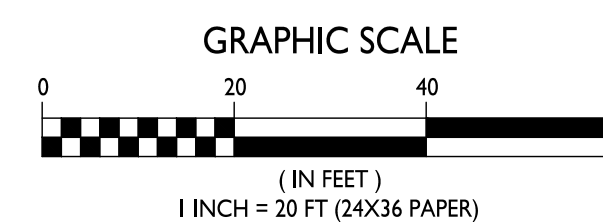
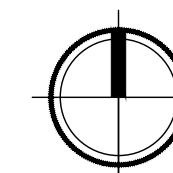
Daniel Szczap  
Bear Development, LLC



**UNIT & PARKING SUMMARY**

|                 |                      |
|-----------------|----------------------|
| 25 ONE-BEDROOM  | 38 STALLS            |
| 17 TWO-BEDROOM  | 34 STALLS            |
| 8 THREE-BEDROOM | 20 STALLS            |
| 50 TOTAL UNITS  | 92 STALLS            |
|                 | + 7 GUEST STALLS     |
|                 | 99 STALLS REQUIRED   |
|                 | 79 SURFACE STALLS    |
|                 | + 20 ENCLOSED STALLS |
|                 | (99 TOTAL)           |

**SITE PLAN**  
C-1.1 1" = 20'-0"





# CONCEPTUAL PLAN APPLICATION

Development Name: Eva Manor  
 General Location of Development: Southeast corner of 91st Street and 22nd Avenue  
 Tax Parcel Number(s): 93-4-123-183-0480  
 Number of Lots: 1 Number of Outlots: \_\_\_\_\_  
 Size of Development: 3.22 acres

### Select All that Apply:

- The Development will be constructed in 1 phase(s)
- The Development abuts or adjoins State Trunk Highway \_\_\_\_\_
- The Development abuts or adjoins County Trunk Highway ML
- The Development abuts the Kenosha County Bike Trail

The following number and types of plans shall be submitted with this application:

- Three (3) full size and a PDF copy of the Conceptual Plan, which shall include at a minimum:
  - Detailed and Dimensioned Site Plan
  - Conceptual Engineering Plans
  - Phasing Plan (if applicable)
  - Floor Plans and Elevations (for all uses except single family)
  - Proposed Zoning District Change(s)
- Application Fee
- Draft of Declarations, Covenants, Restrictions and any Easement Documents
- Any other information as specified by the Village

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:

Print Name: BFU II, LLC  
 Signature: \_\_\_\_\_  
 Address: 4011 80th Street  
Kenosha WI 53142  
 (City) (State) (Zip)  
 Phone: (262) 842-0556  
 Fax: (262) 842-0557  
 Email: dan@beardevelopment.com  
 Date: 2/12/2018

### APPLICANT/AGENT:

Print Name: Bear Development, LLC  
 Signature: \_\_\_\_\_  
 Address: 4011 80th Street  
Kenosha WI 53142  
 (City) (State) (Zip)  
 Phone: (262) 842-0556  
 Fax: (262) 842-0557  
 Email: dan@beardevelopment.com  
 Date: 2/12/2018

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



February 12, 2018

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

Dear Ms. Werbie-Harris:

Bear Development is pleased to submit this letter and the accompanying plans as formal application for Conceptual Plan review and approval for a mixed residential development called Eva Manor.

The subject property is located southeast of the intersection of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue in the Village of Pleasant Prairie and consists of approximately 3.22 acres. The property is currently vacant and zoned R-11 Multiple Family Residential District with a PUD.

Bear Development is proposing a multifamily residential development consisting of a mix of senior housing and a family townhome component. The senior housing portion consists of a 42 unit residential building comprised of 1 and 2 bedroom units with amenities including a community room, fitness facilities and outdoor gathering space. The family component consists of a townhome style building including eight residences arranged in 3-bedroom units with attached garages and patios.

The enclosed materials include Preliminary Engineering, color architectural elevations and preliminary floor plans. The residential buildings feature natural exterior materials, updated floor plans and energy efficient mechanicals and appliances. The development plans call for enhanced landscaping and on-site storm water detention.

We are extremely pleased to introduce Eva Manor as a development to enhance a underutilized property and address the need for affordable housing for senior and families in the village of Pleasant Prairie.

Upon favorable hearing, Bear Development intends to submit a Planned Unit Development to address certain flexibility, including permitted density and building height that will be required to facilitate the Eva Manor Concept Plan.

Please find the following exhibits for Eva Manor:

- Eva Manor Concept Plans
  - Existing Conditions Plan
  - Concept Site Plan
  - Concept Grading Plan
  - Concept Utility Plan
- Architectural Elevations
- Preliminary Floor Plans

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, [dan@beardevelopment.com](mailto:dan@beardevelopment.com)

Thank you for your time and consideration.

Sincerely,



Daniel Szczap  
Bear Development, LLC

Cc: S.R. Mills

EVA MANOR  
WRITTEN NARRATIVE

Project Overview. Eva Manor is a proposed 50-unit apartment development located at the south east corner at the intersection of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue. The development will include three building:

- A 4-story 42-unit senior building containing 25 1-bedroom units and 17 2-bedroom units. In addition, the senior building will have a well-appointed community room with attached sunroom, individual storage lockers, a fitness room and management office.
- An 8-unit townhome building located on the west side of the site. Each of these units will have 3 bedrooms and feature an individual entrance and attached garage.
- A 12 stall garage (with a connected masonry dumpster enclosure) will be located on the east side of the site.

Project Financing. I think what they have already written, with the updates, is fine.

Unit Mix. The senior building will feature 42 1 and 2-bedroom units in 7 unique floorplans as identified below:

| <u>Unit</u>         | <u>Beds</u> | <u>Bath</u> | <u>Sq. Ft.</u> | <u>#</u><br><u>Units</u> |
|---------------------|-------------|-------------|----------------|--------------------------|
| A                   | 1/1         |             | 709            | 8                        |
| B                   | 2/2         |             | 1,001          | 4                        |
| C                   | 2/2         |             | 1,098          | 3                        |
| D                   | 1/1         |             | 696            | 4                        |
| E                   | 1/1         |             | 679            | 13                       |
| F                   | 2/2         |             | 985            | 8                        |
| G                   | 2/2         |             | 1,005          | 2                        |
| Total               |             |             |                | 42                       |
| Total Rentable Area |             |             |                | 34,471                   |
| Gross Building Area |             |             |                | 44,008                   |
| Average Unit Size   |             |             |                | 821                      |
| Average 1-bedroom   |             |             |                | 691                      |
| Average 2-bedroom   |             |             |                | 1,011                    |

The 8 unit townhome units will average 1,312 square feet.

Rental Rates. The following presents the proposed monthly rental rates for each unit type under the requirements of the WHEDA tax credit programs.

| <u>Number of<br/>Bedrooms</u> | <u>Unit<br/>Count</u> | <u>Unit<br/>Type</u> | <u>AMI<br/>Aside</u> | <u>Net<br/>Rent</u> |
|-------------------------------|-----------------------|----------------------|----------------------|---------------------|
| 1 bedroom                     | 7                     | Senior               | 30%                  | 356                 |
| 1 bedroom                     | 7                     | Senior               | 50%                  | 617                 |
| 1 bedroom                     | 10                    | Senior               | 60%                  | 728                 |
| 1 bedroom                     | 1                     | Senior               | MKT                  | 815                 |
| 2 bedrooms                    | 3                     | Senior               | 30%                  | 428                 |
| 2 bedrooms                    | 5                     | Senior               | 50%                  | 742                 |
| 2 bedrooms                    | 8                     | Senior               | 60%                  | 875                 |
| 2 bedroom                     | 1                     | Senior               | MKT                  | 975                 |
| 3 bedrooms                    | 8                     | Family               | 50%                  | 757                 |

\* MKT – indicates a market rate unit; these units are not income restricted.

Project Timing. The developer anticipates commencing construction in July, 2018. All improvements to the property will be completed at the same time. Project completion is expected in July, 2019.



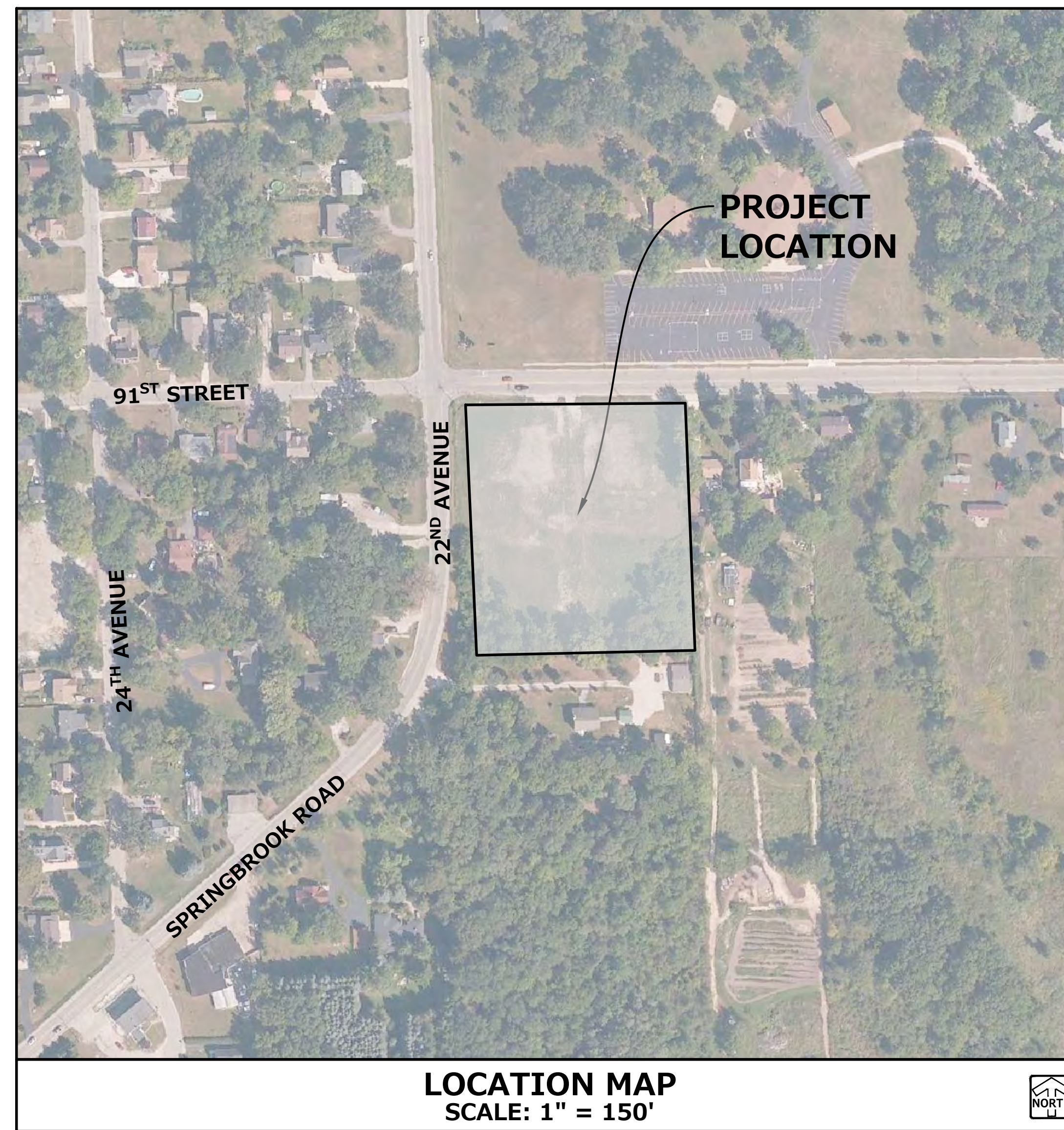
# CONCEPT PLAN - SITE, GRADING, & UTILITY PLANS

## FOR

# EVA MANOR MULTIFAMILY

VILLAGE OF PLEASANT PRAIRIE, WI

PLANS PREPARED FOR



| SITE DATA TABLE         |                       |
|-------------------------|-----------------------|
| TOTAL SITE AREA:        | 3.2 AC (139,300 S.F.) |
| PAVEMENT AREA:          | 1.0 AC (42,540 S.F.)  |
| BUILDING AREA:          | 0.4 AC (17,500 S.F.)  |
| LANDSCAPE AREA:         | 1.5 AC (67,260 S.F.)  |
| POND AREA:              | 0.3 AC (12,000 S.F.)  |
| SURFACE PARKING STALLS: | 79 STALLS             |
| GARAGE STALLS:          | 20 STALLS             |
| EXISTING ZONING:        | G-2 COMMERCIAL        |
| PROPOSED ZONING:        | MULTIFAMILY PUD       |

| PROJECT TEAM CONTACTS   |   |
|---|---|
| <b>CIVIL ENGINEER:</b><br>MATT CAREY, P.E.<br>PINNACLE ENGINEERING GROUP<br>15850 BLUEMOUND ROAD, SUITE 210<br>BROOKFIELD, WI 53005<br>(262) 754-8888 | <b>APPLICANT:</b><br>DANIEL SZCZAP<br>BEAR DEVELOPMENT<br>4011 80 <sup>TH</sup> STREET<br>KENOSHA, WI 53142 |

| BENCHMARKS  |          |
|---|----------|
| <b>VERTICAL DATUM:</b>  | NGVD 29  |
| <b>HORIZONTAL DATUM:</b>  | NAD 1927 |
| <b>BM 1:</b> CONCRETE MONUMENT WITH BRASS CAP AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 SECTION 18, TOWN 1 NORTH, RANGE 23 EAST, ELEVATION = 623.90. |          |

| INDEX OF SHEETS |                                  |
|-----------------|----------------------------------|
| C-1             | CONCEPT PLAN COVER SHEET         |
| C-2             | CONCEPT PLAN EXISTING CONDITIONS |
| C-3             | CONCEPT SITE PLAN                |
| C-4             | CONCEPT GRADING PLAN             |
| C-5             | CONCEPT UTILITY PLAN             |

**DIGGERS HOTLINE**

Toll Free (800) 242-8511  
Milwaukee Area (414) 239-1181  
Hearing Impaired TDD (800) 542-2289  
www.Diggers-Hotline.com

EXPIRATION DATE: JULY 31, 2018

**PINNACLE ENGINEERING GROUP, LLC - ENGINEER'S LIMITATION**

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

| LEGEND                                  |            |          |
|---|------------|----------|
|   | EXISTING   | PROPOSED |
| SANITARY SEWER MANHOLE                  | ⊙          | ⊙        |
| STORM SEWER MANHOLE                     | ⊙          | ⊙        |
| STORM SEWER AREA DRAIN                  | ⊙          | ⊙        |
| STORM SEWER INLET (ROUND CASTING)       | ○          | ●        |
| STORM SEWER INLET (RECTANGULAR CASTING) | □          | ■        |
| PRECAST FLARED END SECTION              | △          | ▲        |
| CONCRETE HEADWALL                       | ∩          | ∩        |
| AIR RELEASE ASSEMBLY                    | ⊕          | ⊕        |
| VALVE BOX                               | ⊕          | ⊕        |
| FIRE HYDRANT                            | ⊕          | ⊕        |
| BUFFALO BOX                             | ⊕          | ⊕        |
| CLEANOUT                                | ⊕          | ⊕        |
| SANITARY SEWER                          | —          | —        |
| FORCE MAIN                              | —          | —        |
| STORM SEWER                             | —          | —        |
| DRAIN TILE                              | —          | —        |
| WATER MAIN                              | —          | —        |
| UTILITY CROSSING                        | —          | —        |
| LIGHTING                                | ⊕          | ⊕        |
| ELECTRICAL CABLE                        | —          | —        |
| OVERHEAD WIRES                          | —          | —        |
| CAUTION EXISTING UTILITIES NEARBY       | —          | —        |
| ELECTRICAL TRANSFORMER OR PEDESTAL      | ⊕          | ⊕        |
| POWER POLE                              | ⊕          | ⊕        |
| POWER POLE WITH LIGHT                   | ⊕          | ⊕        |
| STREET SIGN                             | ⊕          | ⊕        |
| GAS MAIN                                | —          | —        |
| TELEPHONE LINE                          | —          | —        |
| CONTOUR                                 | 749        | 749      |
| SPOT ELEVATION                          | X (750.00) | X 750.00 |
| WETLANDS                                | —          | —        |
| FLOODWAY                                | —          | —        |
| FLOODPLAIN                              | —          | —        |
| HIGH WATER LEVEL (HWL)                  | —          | —        |
| NORMAL WATER LEVEL (NWL)                | —          | —        |
| DIRECTION OF SURFACE FLOW               | —          | —        |
| DITCH OR SWALE                          | —          | —        |
| DIVERSION SWALE                         | —          | —        |
| OVERFLOW RELIEF ROUTING                 | —          | —        |
| TREE WITH TRUNK SIZE                    | ⊕          | ⊕        |
| SOIL BORING                             | ⊕          | ⊕        |
| TOPSOIL PROBE                           | ⊕          | ⊕        |
| FENCE LINE, TEMPORARY SILT              | —          | —        |
| FENCE LINE, WIRE                        | —          | —        |
| FENCE LINE, CHAIN LINK OR IRON          | —          | —        |
| FENCE LINE, WOOD OR PLASTIC             | —          | —        |
| CONCRETE SIDEWALK                       | —          | —        |
| CURB AND GUTTER                         | —          | —        |
| DEPRESSED CURB                          | —          | —        |
| REVERSE PITCH CURB & GUTTER             | —          | —        |
| EASEMENT LINE                           | —          | —        |

| ABBREVIATIONS |                     |     |                                |
|---------------|---------------------|-----|--------------------------------|
| BL            | BASE LINE           | NWL | NORMAL WATER LEVEL             |
| C             | LONG CHORD OF CURVE | PC  | POINT OF CURVATURE             |
| C & G         | CURB AND GUTTER     | PT  | POINT OF TANGENCY              |
| CB            | CATCH BASIN         | PVI | POINT OF VERTICAL INTERSECTION |
| CL            | CENTERLINE          | R   | RADIUS                         |
| D             | DEGREE OF CURVE     | ROW | RIGHT-OF-WAY                   |
| EP            | EDGE OF PAVEMENT    | SAN | SANITARY SEWER                 |
| FF            | FINISHED FLOOR      | ST  | STORM SEWER                    |
| FG            | FINISHED GRADE      | T   | TANGENCY OF CURVE              |
| FL            | FLOW LINE           | TB  | TOP OF BANK                    |
| FR            | FLOODPLAIN          | TC  | TOP OF CURB                    |
| FR            | FRAME               | TF  | TOP OF FOUNDATION              |
| FW            | FLOODWAY            | TP  | TOP OF PIPE                    |
| HWL           | HIGH WATER LEVEL    | TS  | TOP OF SIDEWALK                |
| IW            | INVERT              | TW  | TOP OF WALK                    |
| L             | LENGTH OF CURVE     | WM  | WATER MAIN                     |
| MH            | MANHOLE             | ∆   | INTERSECTION ANGLE             |

PLAN | DESIGN | DELIVER  
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**PINNACLE ENGINEERING GROUP**  
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:  
15850 W. BLUEMOUND ROAD  
BROOKFIELD, WI 53005  
(262) 754-8888  
CHICAGO | MILWAUKEE | NATIONWIDE

**EVA MANOR MULTIFAMILY**  
VILLAGE OF PLEASANT PRAIRIE, WI

**CONCEPT PLAN COVER SHEET**

| REVISIONS |                            |
|-----------|----------------------------|
| 1         | CONCEPT SUBMITTAL 02/14/18 |
|           |                            |
|           |                            |
|           |                            |

|                      |        |
|----------------------|--------|
| PROJ. NO. 1106.00-WI | MAC    |
| START DATE 10-04-17  | N.L.S. |
| SCALE                | N.L.S. |

SHEET  
**C-1**  
of  
**C-5**

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CONCEPT PLAN

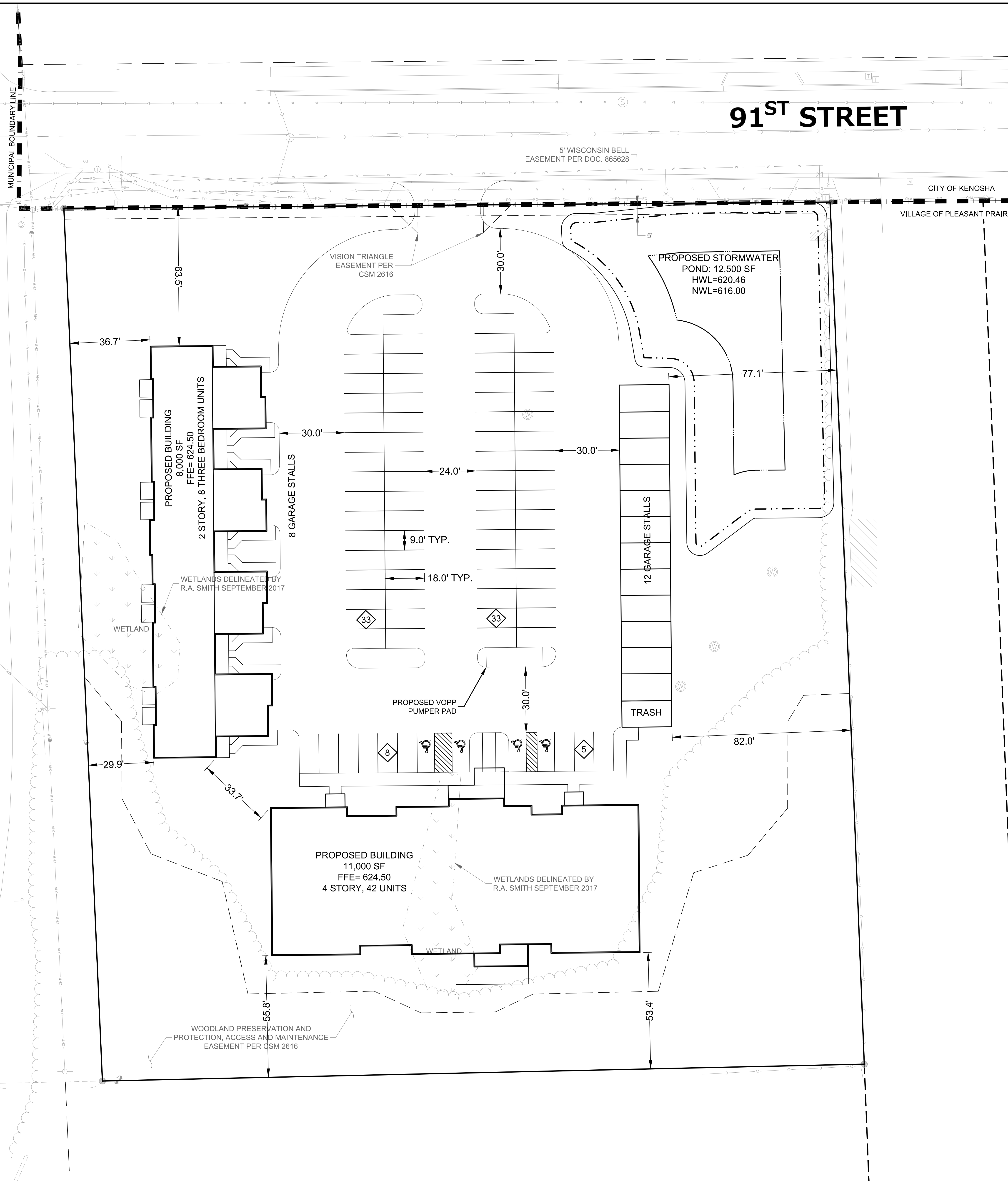
CONCEPT PLAN COVER SHEET



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DESIGNED: DC  
DRAWN: EP  
REVIEWED: MAC

C.T.H. "ML" / 22<sup>ND</sup> AVENUE



91<sup>ST</sup> STREET

CITY OF KENOSHA

VILLAGE OF PLEASANT PRAIRIE

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**NOTES:**

- EXISTING EASEMENTS (PER EXISTING CSM #2616) TO BE VACATED:
- PUBLIC WATER AND PRIVATE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
- STORMWATER DRAINAGE, DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
- 10' WI ELECTRIC POWER COMPANY EASEMENT
- 12' UTILITY EASEMENT
- 40' BUILDING SETBACK LINE
- 10' LANDSCAPING, SIGNAGE, ACCESS, AND MAINTENANCE EASEMENT



GRAPHICAL SCALE (FEET)

0 1" = 20' 40'

PLAN | DESIGN | DELIVER  
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**EVA MANOR MULTIFAMILY  
VILLAGE OF PLEASANT PRAIRIE, WI**

**CONCEPT SITE PLAN**

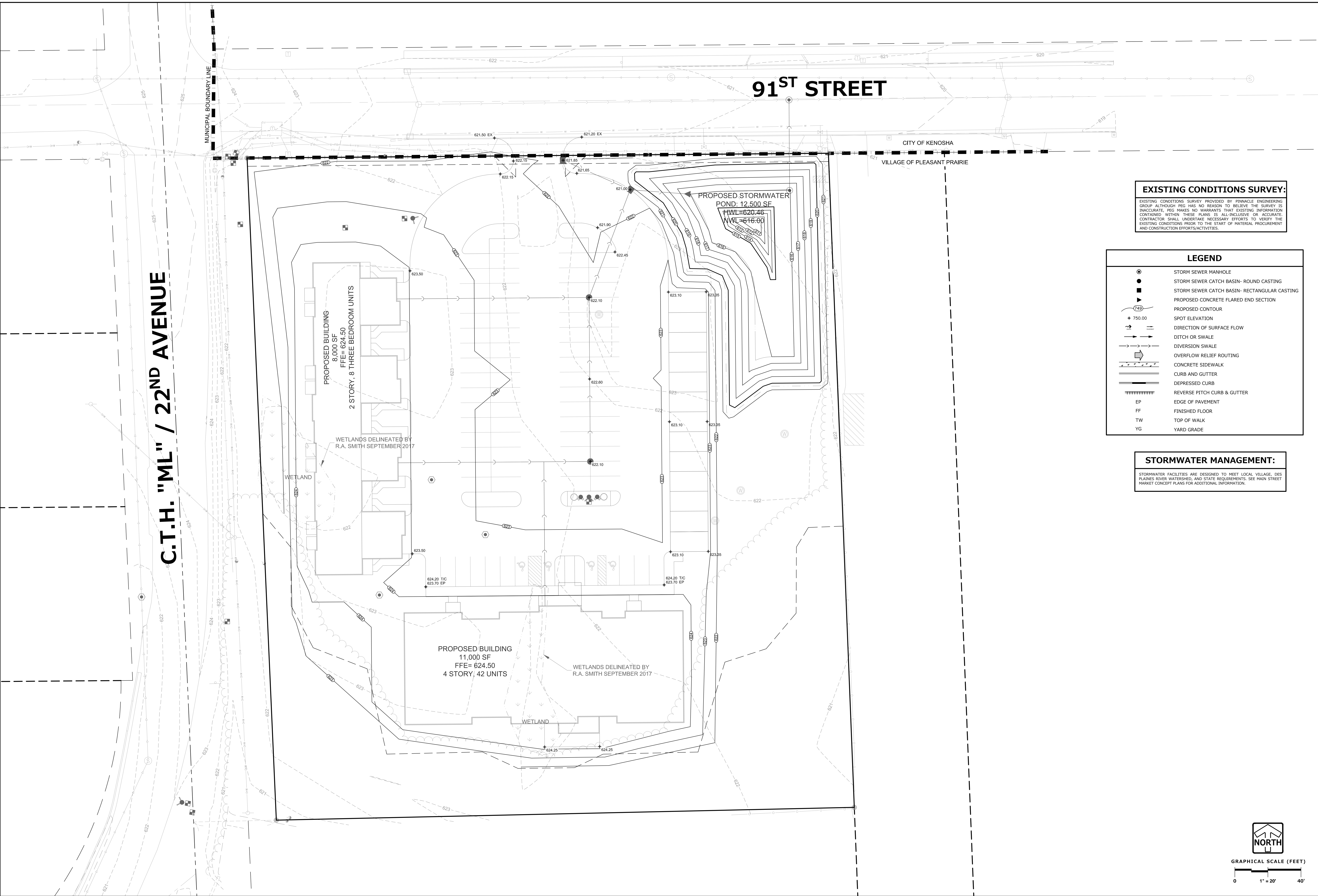
**REVISIONS**

| NO. | DESCRIPTION       | DATE     | BY  |
|-----|-------------------|----------|-----|
| 1   | CONCEPT SUBMITTAL | 02/14/18 | MAC |
|     |                   |          |     |
|     |                   |          |     |
|     |                   |          |     |

REG. NO. 1106.00-WI  
MAC  
START DATE: 10-04-17  
SCALE: 1" = 20'

SHEET  
C-3  
C-5

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 DESIGNED: EP  
 CHECKED: EP  
 REVIEWED: MAC  
 DATE: 02/14/18



**91<sup>ST</sup> STREET**

**C.T.H. "ML" / 22<sup>ND</sup> AVENUE**

CITY OF KENOSHA

VILLAGE OF PLEASANT PRAIRIE

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**LEGEND**

- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN- ROUND CASTING
- STORM SEWER CATCH BASIN- RECTANGULAR CASTING
- PROPOSED CONCRETE FLARED END SECTION
- PROPOSED CONTOUR
- SPOT ELEVATION
- DIRECTION OF SURFACE FLOW
- DITCH OR SWALE
- DIVERSION SWALE
- OVERFLOW RELIEF ROUTING
- CONCRETE SIDEWALK
- CURB AND GUTTER
- DEPRESSED CURB
- REVERSE PITCH CURB & GUTTER
- EP
- FF
- TW
- YG

**STORMWATER MANAGEMENT:**

STORMWATER FACILITIES ARE DESIGNED TO MEET LOCAL VILLAGE, DES PLAINES RIVER WATERSHED, AND STATE REQUIREMENTS. SEE MAIN STREET MARKET CONCEPT PLANS FOR ADDITIONAL INFORMATION.



GRAPHICAL SCALE (FEET)  
 0 1" = 20' 40'

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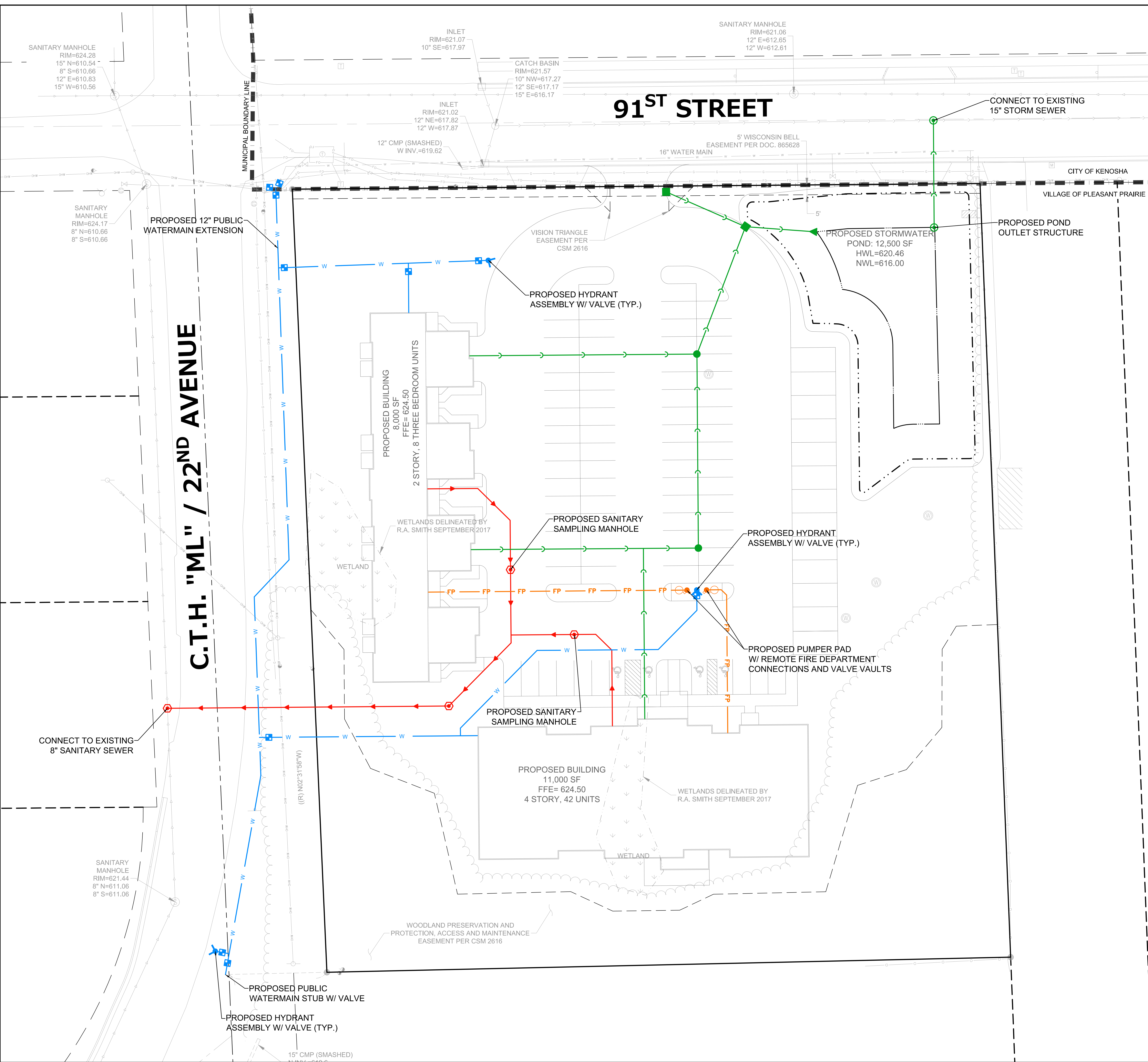
**EVA MANOR MULTIFAMILY VILLAGE OF PLEASANT PRAIRIE, WI**

**CONCEPT GRADING PLAN**

| REVISIONS |                            |
|-----------|----------------------------|
| 1         | CONCEPT SUBMITTAL 02/14/18 |
|           |                            |
|           |                            |
|           |                            |

|   |  |
|---|--|
| REG. JOB NO. 1106.00-WI<br>PEG PM: MAC<br>START DATE: 10-04-17<br>SCALE: 1" = 20' | <b>SHEET</b><br><b>C-4</b><br><b>8</b><br><b>C-5</b> |
|---|--|

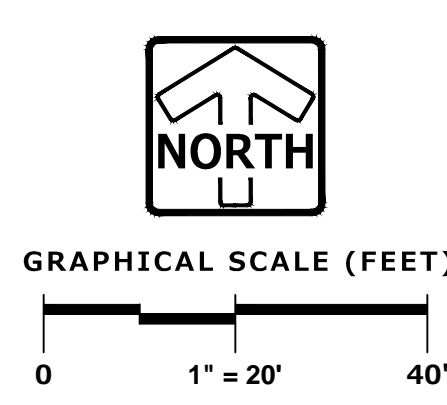
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 REVIEWED: MAC  
 DATED: EP



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**STORMWATER MANAGEMENT:**  
 STORMWATER FACILITIES ARE DESIGNED TO MEET LOCAL VILLAGE, DES PLAINES RIVER WATERSHED, AND STATE REQUIREMENTS. SEE MAIN STREET MARKET CONCEPT PLANS FOR ADDITIONAL INFORMATION.

| LEGEND |   |
|--------|---|
|        | SANITARY SEWER MANHOLE                        |
|        | STORM SEWER MANHOLE                           |
|        | STORM SEWER CATCH BASIN (ROUND CASTING)       |
|        | STORM SEWER CATCH BASIN (RECTANGULAR CASTING) |
|        | PRECAST CONCRETE FLARED END SECTION           |
|        | CLEANOUT                                      |
|        | VALVE BOX                                     |
|        | FIRE HYDRANT                                  |
|        | SANITARY SEWER                                |
|        | FORCE MAIN                                    |
|        | STORM SEWER                                   |
|        | DRAIN TILE                                    |
|        | WATER MAIN                                    |
|        | FIRE PROTECTION                               |
|        | UTILITY CROSSING                              |
|        | ELECTRICAL CABLE                              |
|        | GAS MAIN                                      |
|        | TELEPHONE LINE                                |
|        | OVERHEAD WIRES                                |
|        | LIGHTING                                      |
|        | ELECTRICAL TRANSFORMER OR PEDESTAL            |
|        | POWER POLE                                    |
|        | POWER POLE WITH LIGHTS                        |
|        | STREET SIGN                                   |
|        | UTILITY TO BE REMOVED                         |



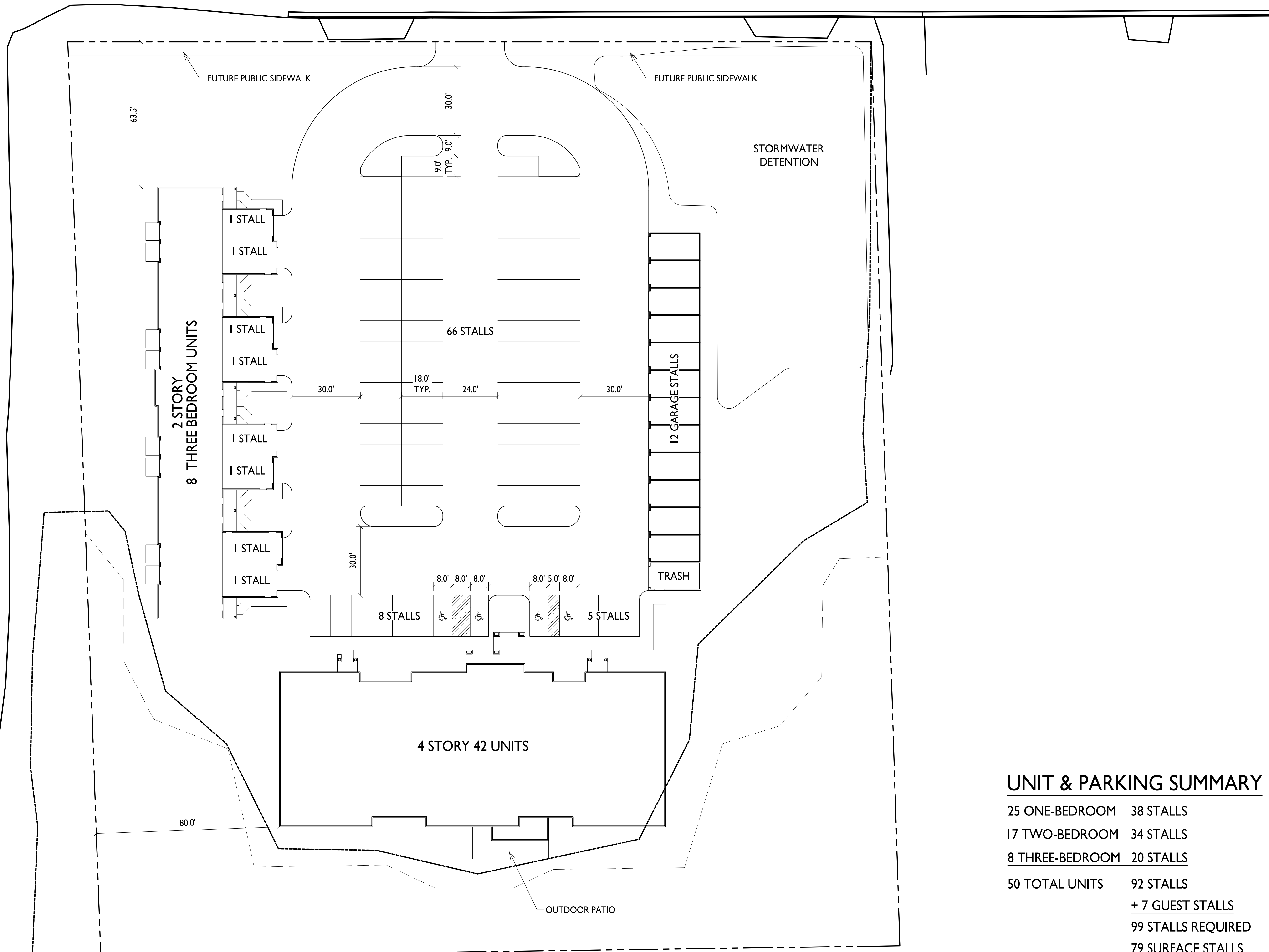
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**EVA MANOR MULTIFAMILY VILLAGE OF PLEASANT PRAIRIE, WI**  
**CONCEPT UTILITY PLAN**

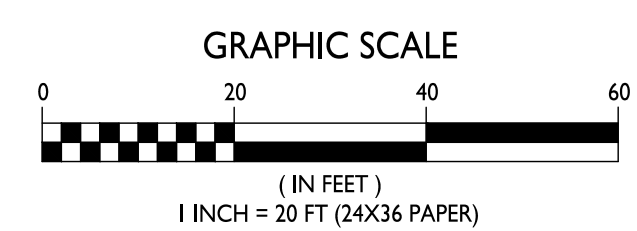
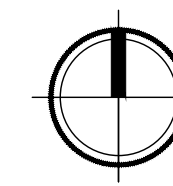
| REVISIONS |                            |
|-----------|----------------------------|
| 1         | CONCEPT SUBMITTAL 02/14/18 |
|           |                            |
|           |                            |
|           |                            |

REG. JOB NO. 1106.00-WI  
 M.A.C.  
 START DATE: 10-04-17  
 SCALE: 1" = 20'  
**SHEET C-5**  
**8**  
**C-5**

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 CONCEPT PLAN  
 CONCEPT UTILITY PLAN



**I SITE PLAN**  
C-1.1 1" = 20'-0"



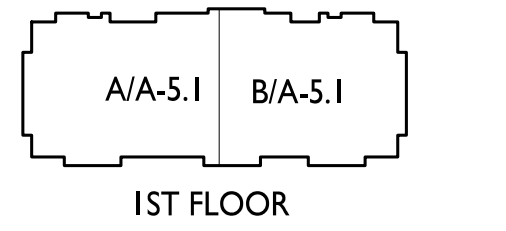
**UNIT & PARKING SUMMARY**

|                 |                      |
|-----------------|----------------------|
| 25 ONE-BEDROOM  | 38 STALLS            |
| 17 TWO-BEDROOM  | 34 STALLS            |
| 8 THREE-BEDROOM | 20 STALLS            |
| 50 TOTAL UNITS  | 92 STALLS            |
|                 | + 7 GUEST STALLS     |
|                 | 99 STALLS REQUIRED   |
|                 | 79 SURFACE STALLS    |
|                 | + 20 ENCLOSED STALLS |
|                 | (99 TOTAL)           |



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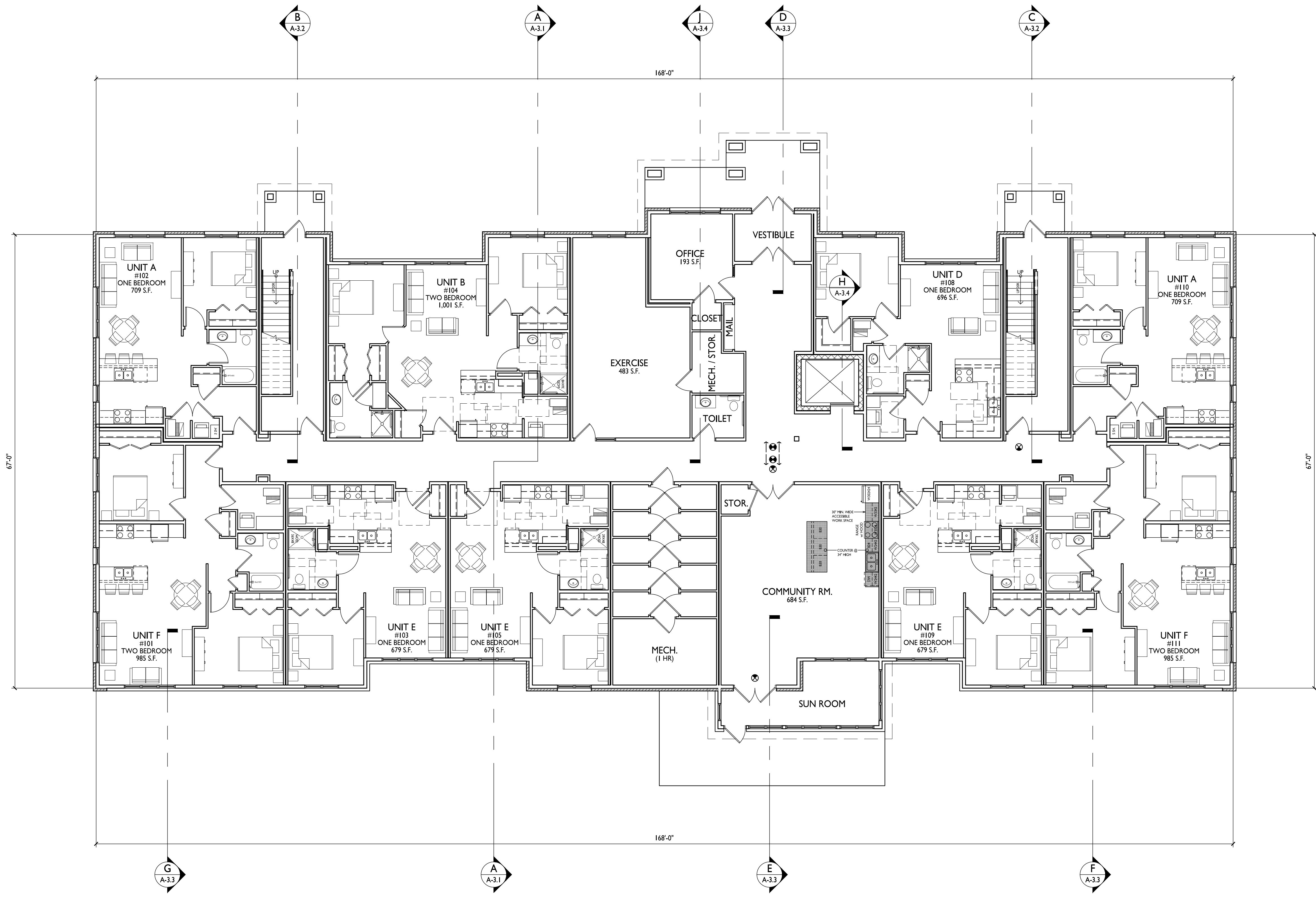
PROJECT TITLE  
Eva Manor

91st Street  
Pleasant Prairie, WI  
SHEET TITLE  
First Floor Plan

SHEET NUMBER

A-1.1

PROJECT NO. 1128  
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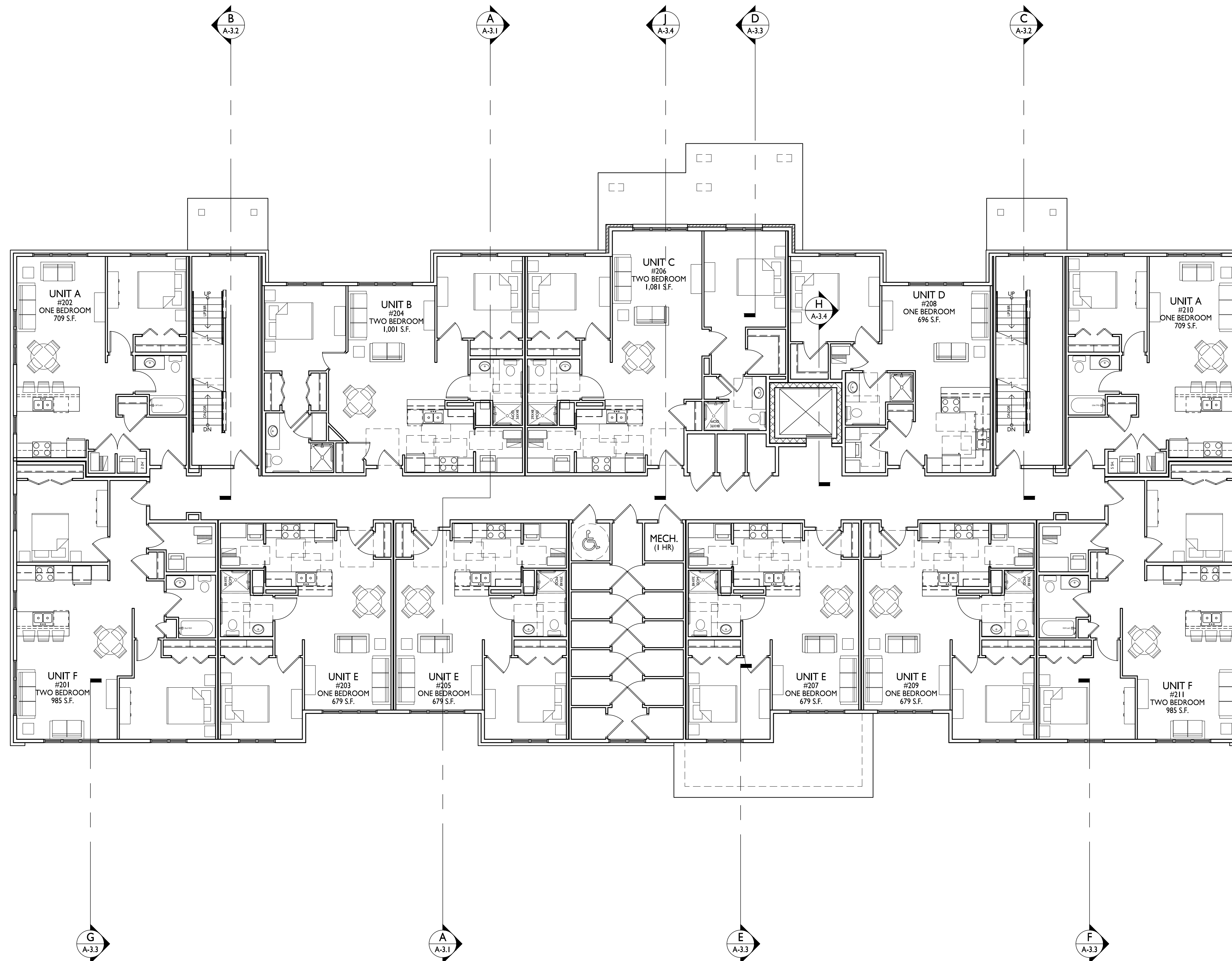


I FIRST FLOOR PLAN  
A-1.1 1/8" = 1'-0"



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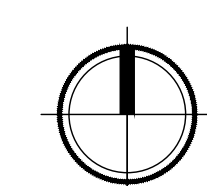
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PROJECT TITLE  
Eva Manor

91st Street  
Pleasant Prairie, WI  
SHEET TITLE  
Second Floor Plan

SHEET NUMBER

I SECOND FLOOR PLAN  
A-1.2 1/8" = 1'-0"



A-1.2

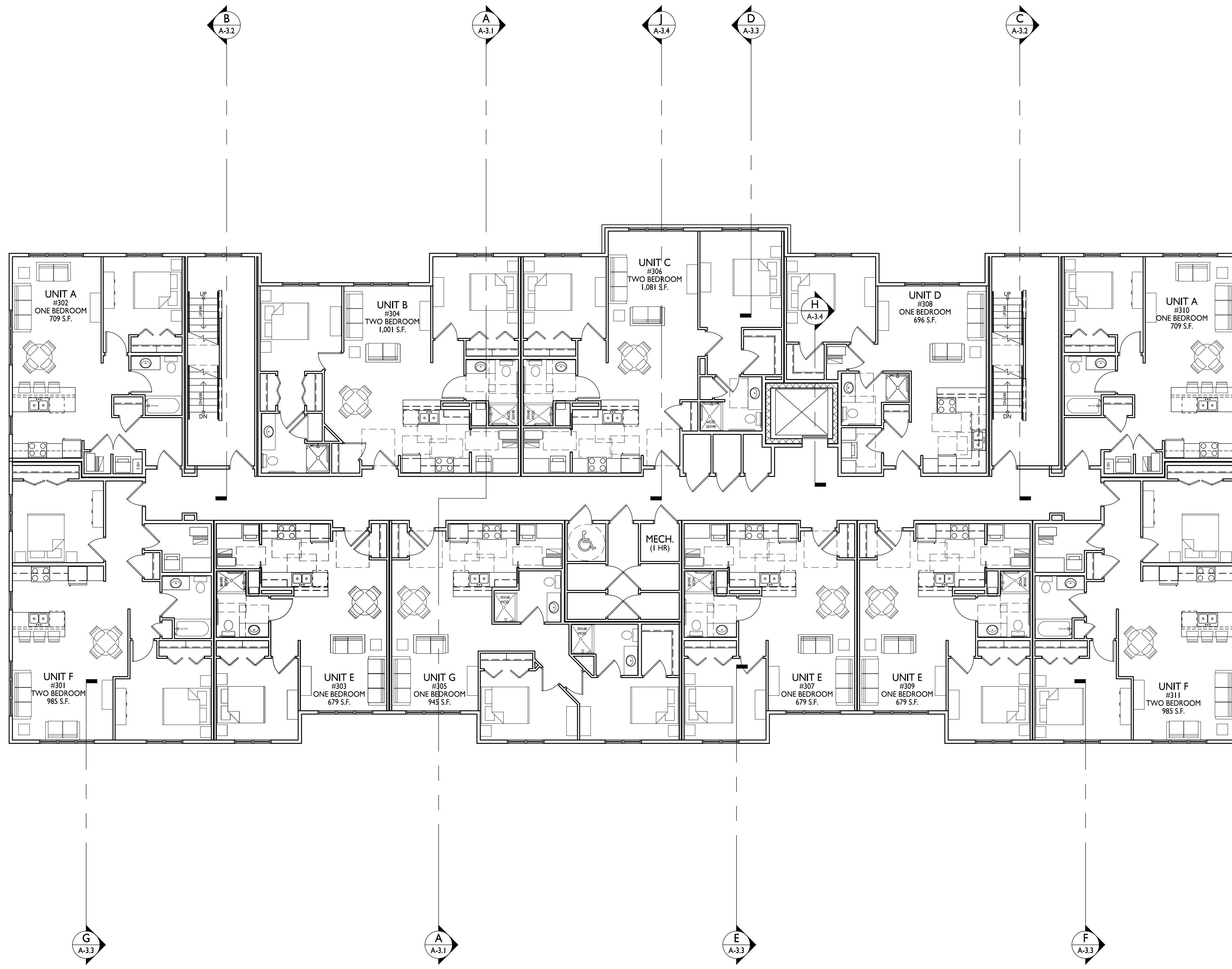
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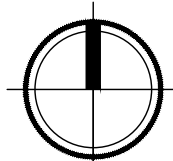
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PROJECT TITLE  
Eva Manor

91st Street  
Pleasant Prairie, WI  
SHEET TITLE  
Third Floor Plan

SHEET NUMBER

I THIRD FLOOR PLAN  
A-1.3 1/8" = 1'-0"



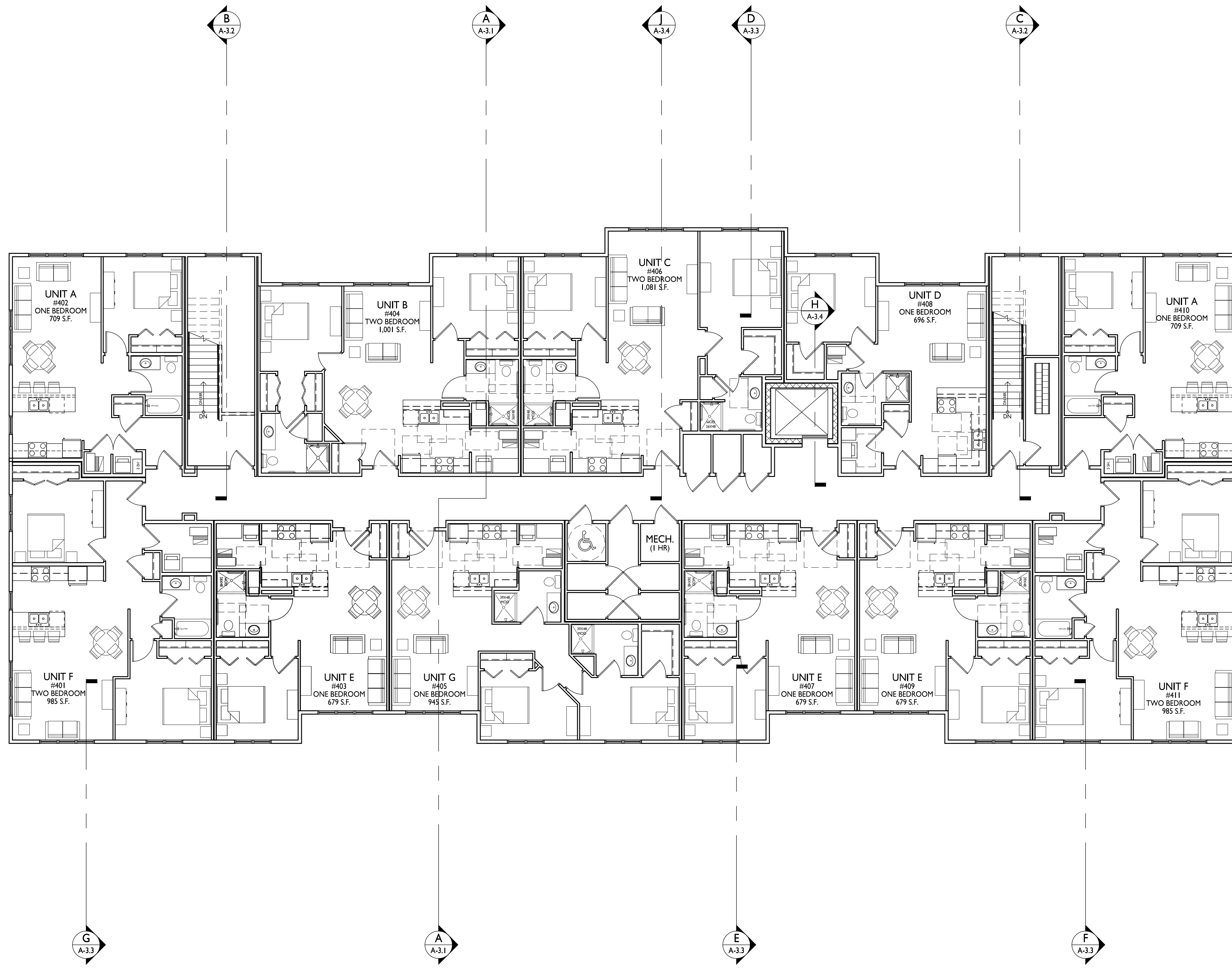
A-1.3

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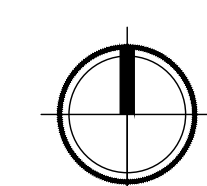
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PROJECT TITLE  
**Eva Manor**

91st Street  
Pleasant Prairie, WI  
SHEET TITLE  
**Fourth Floor Plan**

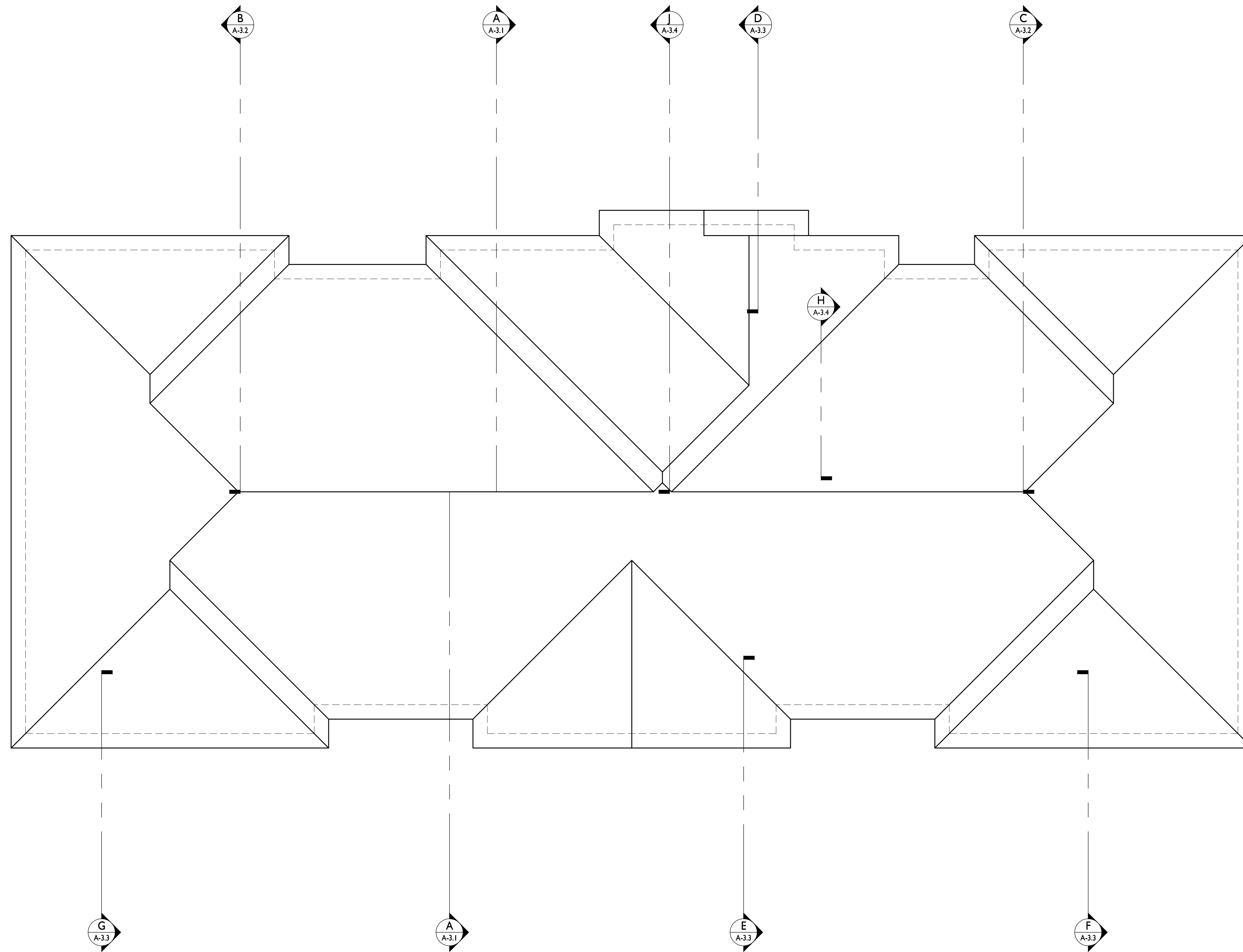
SHEET NUMBER

**I** FOURTH FLOOR PLAN  
A-1.4 1/8" = 1'-0"



**A-1.4**

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PROJECT TITLE  
**Eva Manor**

91st Street  
Pleasant Prairie, WI  
SHEET TITLE  
**Roof Plan**

SHEET NUMBER

**A-1.5**

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**I** ROOF PLAN  
A-1.5 1/8" = 1'-0"



1 WEST ELEVATION  
A-2.1 1/8"=1'-0"

| EXTERIOR MATERIAL SCHEDULE      |                  |                     |                         |
|---------------------------------|------------------|---------------------|-------------------------|
| BUILDING MATERIAL               | MATERIAL         | MANUFACTURER        | COLOR                   |
| ROOF                            | ASPHALT          | OWENS CORNING       | DRIFTWOOD               |
| FASCIA                          | COMPOSITE        | TBD                 | SW2833 ROYCROFT VELLUM  |
| SOFFIT                          | ALUMINUM         | TBD                 | TBD                     |
| PRE-FINISHED METAL FLASHING     | ALUMINUM         | PAC-CLAD            | MATCH BUILDING MATERIAL |
| DOWNSPOUT                       | ALUMINUM         | TBD                 | MATCH BUILDING MATERIAL |
| HORIZONTAL SIDING - 6" EXPOSURE | COMPOSITE        | TBD                 | SW7695 MESA TAN         |
| HORIZONTAL SIDING - 4" EXPOSURE | COMPOSITE        | TBD                 | SW7509 TIKI HUT         |
| BOARD & BATTEN SIDING           | COMPOSITE        | TBD                 | SW2833 ROYCROFT VELLUM  |
| WINDOWS                         | VINYL            | VISIONS             | TAN                     |
| COLUMN WRAP & TRIM              | COMPOSITE        | TBD                 | SW2833 ROYCROFT VELLUM  |
| PRECAST BANDS, SILLS, HEADS     | PRECAST CONCRETE | EDWARDS             | 10-025                  |
| MASONRY VENEER                  | BRICK            | TBD                 | TBD                     |
| GROUND FACE MASONRY             | CONCRETE         | COUNTY MATERIALS    | BISQUE                  |
| MORTAR                          | MASONRY          | MORTAR TECHNOLOGIES | TAN                     |

ISSUED  
Issued for xyz - Month Day, Year



2 NORTH ELEVATION  
A-2.1 1/8"=1'-0"

PROJECT TITLE  
Eva Manor

91st Street  
Pleasant Prairie, WI  
SHEET TITLE  
Exterior Elevations

SHEET NUMBER

A-2.1



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1 EAST ELEVATION  
A-2.2 1/8"=1'-0"

ISSUED  
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2 SOUTH ELEVATION  
A-2.2 1/8"=1'-0"

PROJECT TITLE  
Eva Manor

91st Street  
Pleasant Prairie, WI  
SHEET TITLE  
Exterior  
Elevations

SHEET NUMBER

A-2.2

PROJECT NO. 1128  
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1 EAST ELEVATION  
A-2.2 1/8"=1'-0"



2 SOUTH ELEVATION  
A-2.2 1/8"=1'-0"

Eva Manor  
Apartments  
Pleasant Prairie, WI  
February 14, 2018





1 WEST ELEVATION  
A-2.1 1/8"=1'-0"



2 NORTH ELEVATION  
A-2.1 1/8"=1'-0"

Eva Manor  
Apartments  
Pleasant Prairie, WI  
February 14, 2018

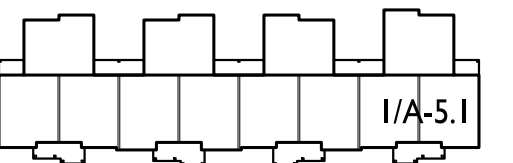




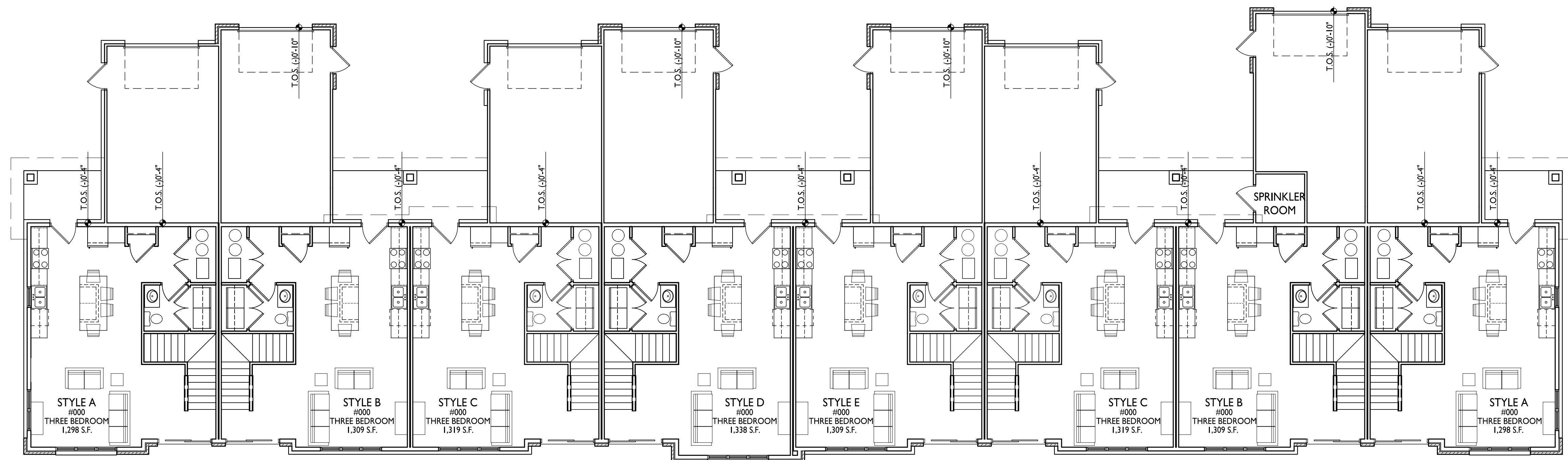
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608.836.3690 Middleton, WI 53562

KEY PLAN



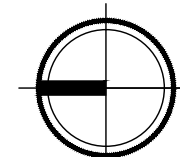
FIRST FLOOR



ISSUED  
September 18, 2017

PROJECT TITLE  
Eva Manor

1 FIRST FLOOR PLAN  
A-1.1 1/8" = 1'-0"



8 Unit Townhouse  
Pleasant Prairie, WI  
SHEET TITLE  
First Floor Plan

SHEET NUMBER

A-1.1

PROJECT NO. 1128  
© Knothe & Bruce Architects, LLC

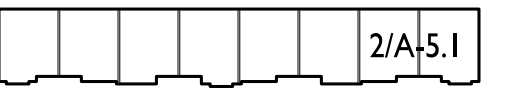




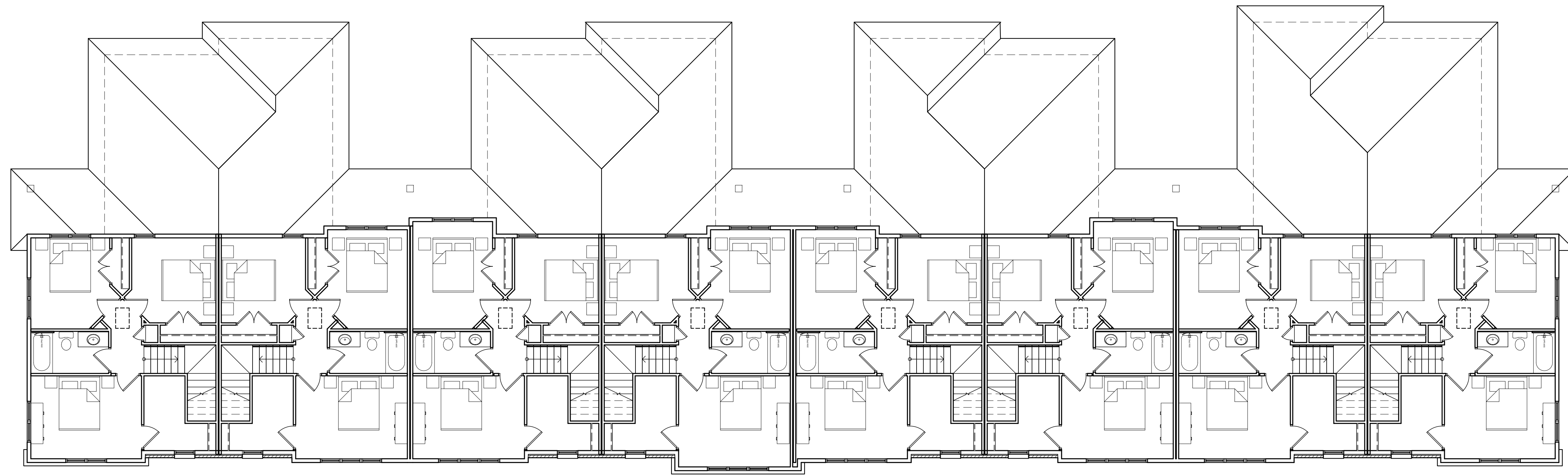
**knothe · bruce**  
ARCHITECTS

Phone: 7601 University Ave, Ste 201  
608.836.3690 Middleton, WI 53562

KEY PLAN



SECOND FLOOR



ISSUED  
September 18, 2017

PROJECT TITLE  
Eva Manor

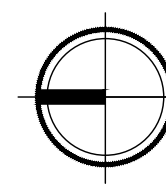
8 Unit Townhouse  
Pleasant Prairie, WI  
SHEET TITLE  
Townhome  
Second Floor Plan

SHEET NUMBER

**A-1.2**

PROJECT NO. 1128  
© Knothe & Bruce Architects, LLC

**SECOND FLOOR PLAN**  
A-1.2 1/8" = 1'-0"

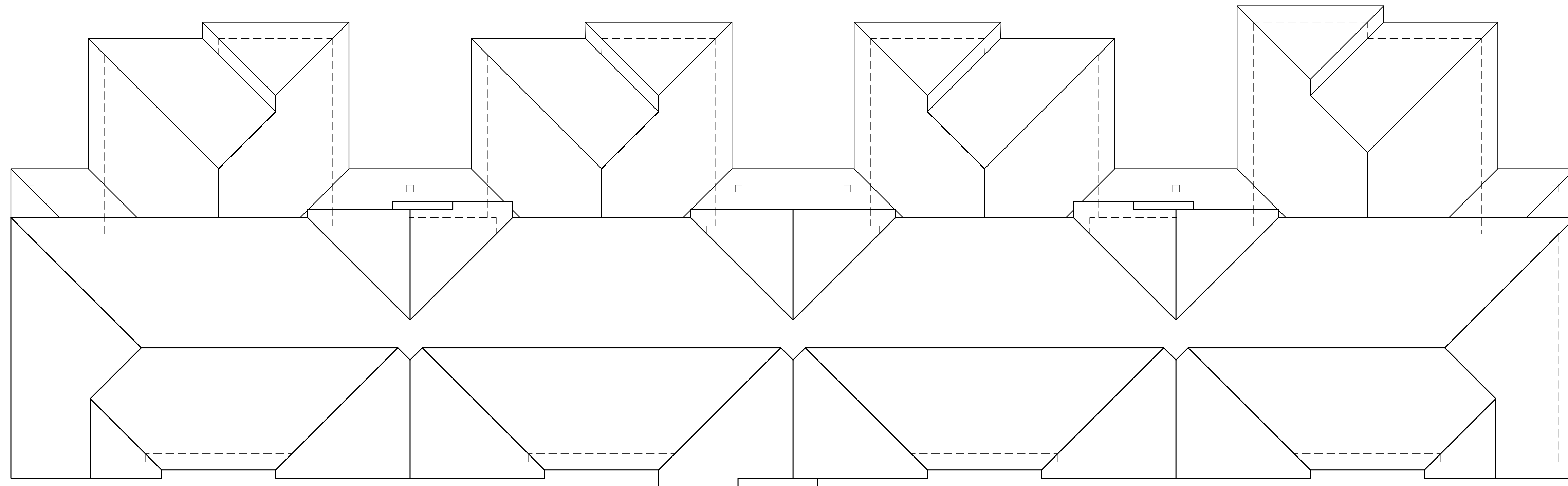




**knothe • bruce**  
ARCHITECTS

Phone: 7601 University Ave, Ste 201  
608.836.3690 Middleton, WI 53562

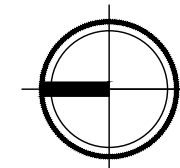
KEY PLAN



ISSUED  
September 18, 2017

PROJECT TITLE  
**Eva Manor**

**1** ROOF PLAN  
A-1.3 1/8" = 1'-0"



1. INSTALL ROOF VENTING TO PROVIDE 1 S.F. VENT AREA PER 300 S.F. ATTIC AREA. HALF OF VENTING TO OCCUR AT RIDGE AND HALF AT EAVE. DO NOT MIX CAN VENTS AND RIDGE VENTS.
2. ALL AREAS OF OVER-FRAMING TO BE VENTED TO MAIN ATTIC SPACE WITH MINIMUM 4 S.F. OPENING IN BOTTOM ROW OF SHEATHING.
3. INSTALL GRACE ICE AND WATER SHIELD AT ALL ROOF EAVES AND VALLEYS. EXTEND FROM THE EAVES' EDGE TO A POINT AT LEAST 24" INSIDE THE EXTERIOR HEATED WALL LINE OF THE BUILDING. INSTALL PER MANUFACTURERS SPECIFICATIONS. (SEE I.B.C. SECT. 1507.2.8.2 FOR ADDITIONAL INFO.)

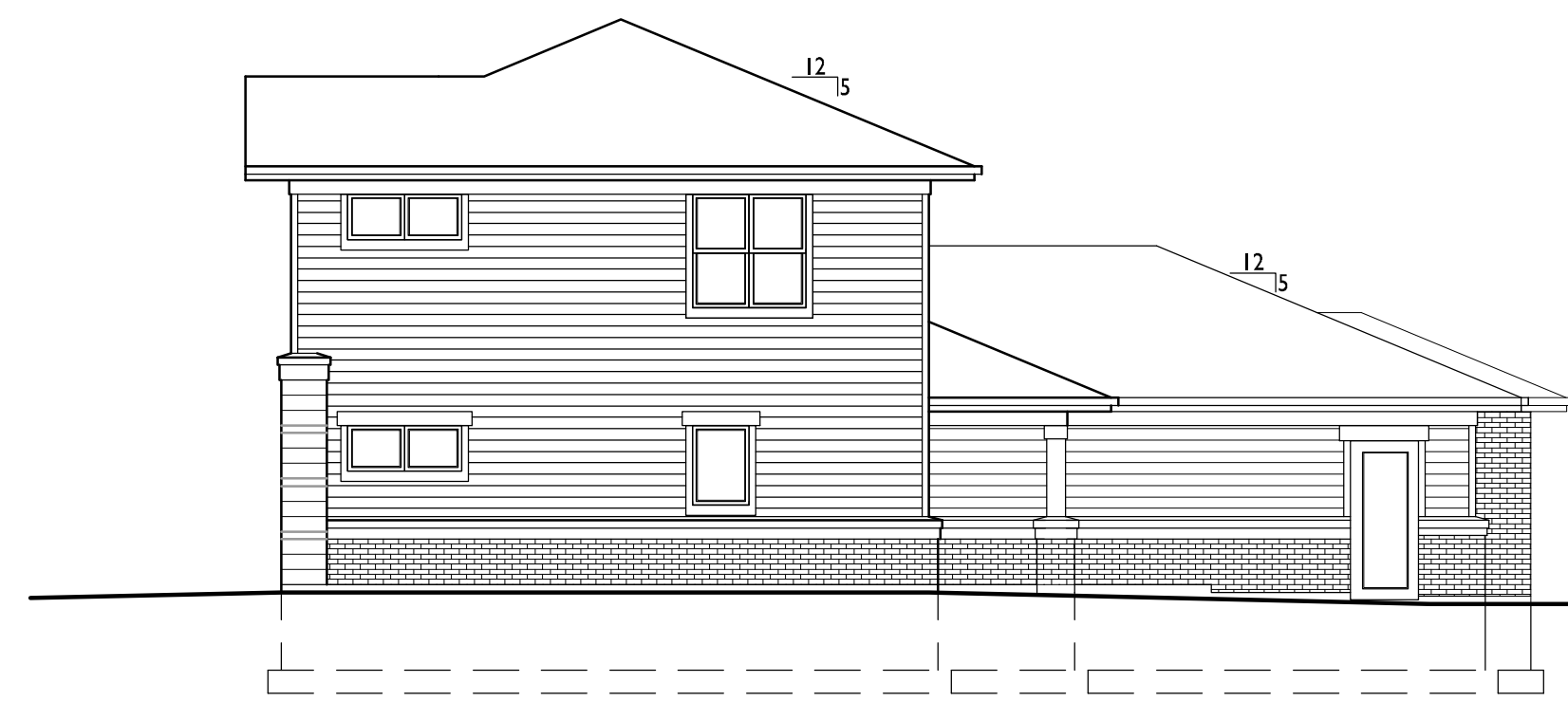
8 Unit Townhouse  
Pleasant Prairie, WI  
SHEET TITLE  
**Roof Plan**

SHEET NUMBER

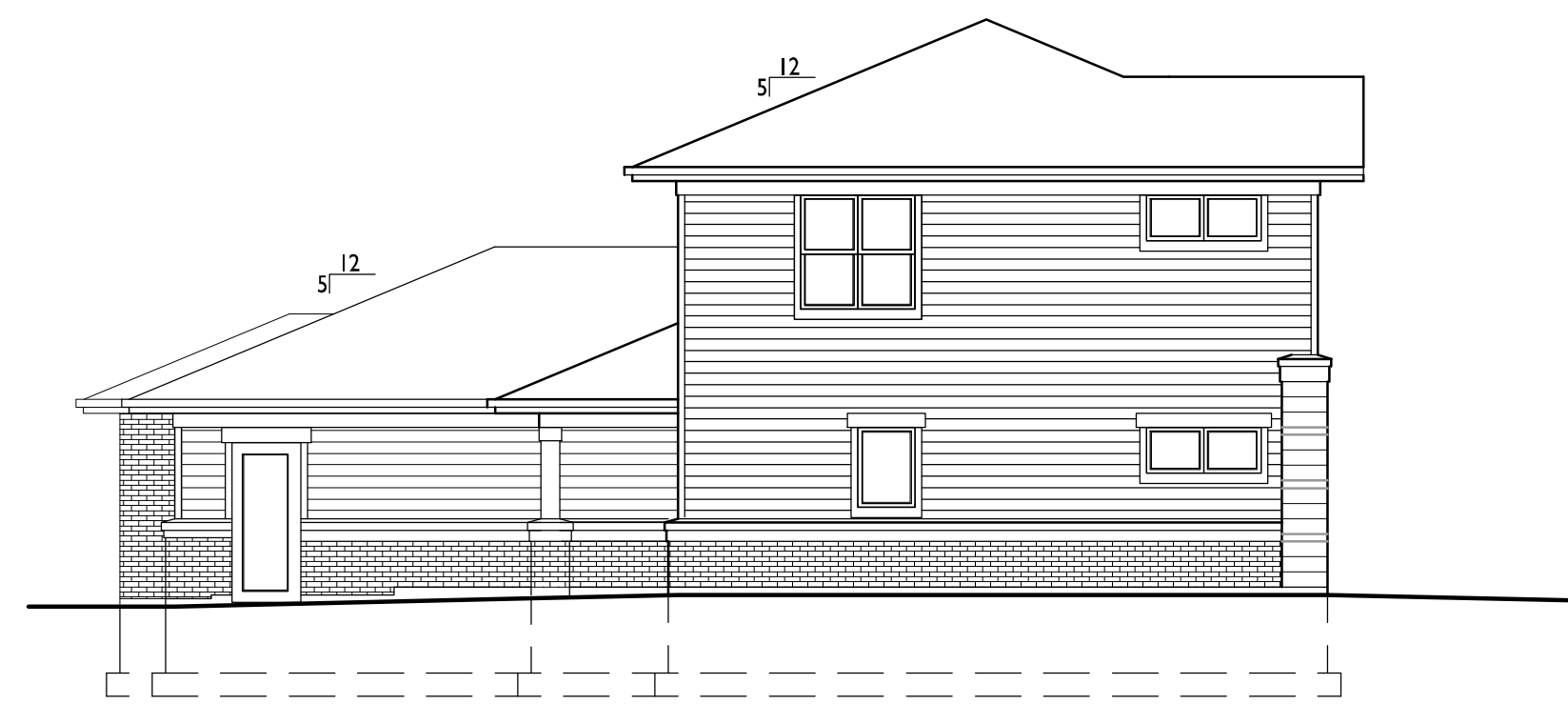
**A-1.3**

PROJECT NO. **1128**

© Knothe & Bruce Architects, LLC



**3 SOUTH ELEVATION**  
 A-2.1 1/8" = 1'-0"



**4 NORTH ELEVATION**  
 A-2.1 1/8" = 1'-0"

| EXTERIOR MATERIAL SCHEDULE      |                  |                     |                         |
|---------------------------------|------------------|---------------------|-------------------------|
| BUILDING MATERIAL               | MATERIAL         | MANUFACTURER        | COLOR                   |
| ROOF                            | ASPHALT          | OWENS CORNING       | DRIFTWOOD               |
| FASCIA                          | COMPOSITE        | TBD                 | SW2833 ROYCROFT VELLUM  |
| SOFFIT                          | ALUMINUM         | TBD                 | TBD                     |
| PRE-FINISHED METAL FLASHING     | ALUMINUM         | PAC-CLAD            | MATCH BUILDING MATERIAL |
| DOWNSPOUT                       | ALUMINUM         | TBD                 | MATCH BUILDING MATERIAL |
| HORIZONTAL SIDING - 6" EXPOSURE | COMPOSITE        | TBD                 | SW7695 MESA TAN         |
| HORIZONTAL SIDING - 4" EXPOSURE | COMPOSITE        | TBD                 | SW7509 TIKI HUT         |
| BOARD & BATTEN SIDING           | COMPOSITE        | TBD                 | SW2833 ROYCROFT VELLUM  |
| WINDOWS                         | VINYL            | VISIONS             | TAN                     |
| COLUMN WRAP & TRIM              | COMPOSITE        | TBD                 | SW2833 ROYCROFT VELLUM  |
| PRECAST BANDS, SILLS, HEADS     | PRECAST CONCRETE | EDWARDS             | IG-025                  |
| MASONRY VENEER                  | BRICK            | TBD                 | TBD                     |
| GROUND FACE MASONRY             | CONCRETE         | COUNTY MATERIALS    | BISQUE                  |
| MORTAR                          | MASONRY          | MORTAR TECHNOLOGIES | TAN                     |



**2 EAST ELEVATION**  
 A-2.1 1/8" = 1'-0"



**1 WEST ELEVATION**  
 A-2.1 1/8" = 1'-0"

- TYPICAL MATERIALS
- ASPHALT SHINGLES
  - COMPOSITE FASCIA
  - COMPOSITE TRIM
  - VINYL WINDOWS
  - CAST STONE BAND, HEADS, & SILLS
  - MASONRY VENEER

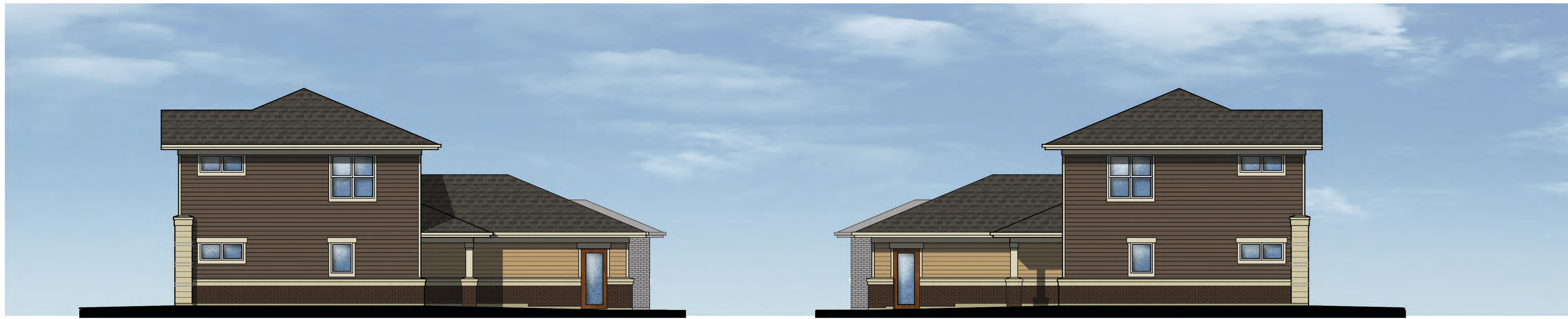
ISSUED  
 Issued for xyz - Month Day, Year

PROJECT TITLE  
 Eva Manor

8 Unit Townhouse  
 Pleasant Prairie, WI  
 SHEET TITLE  
 Townhouse  
 Elevations

SHEET NUMBER

**A-2.1**  
 PROJECT NO. 1128  
 © Knothe & Bruce Architects, LLC



3 SOUTH ELEVATION  
A-2.1 1/8" = 1'-0"

4 NORTH ELEVATION  
A-2.1 1/8" = 1'-0"



2 EAST ELEVATION  
A-2.1 1/8" = 1'-0"

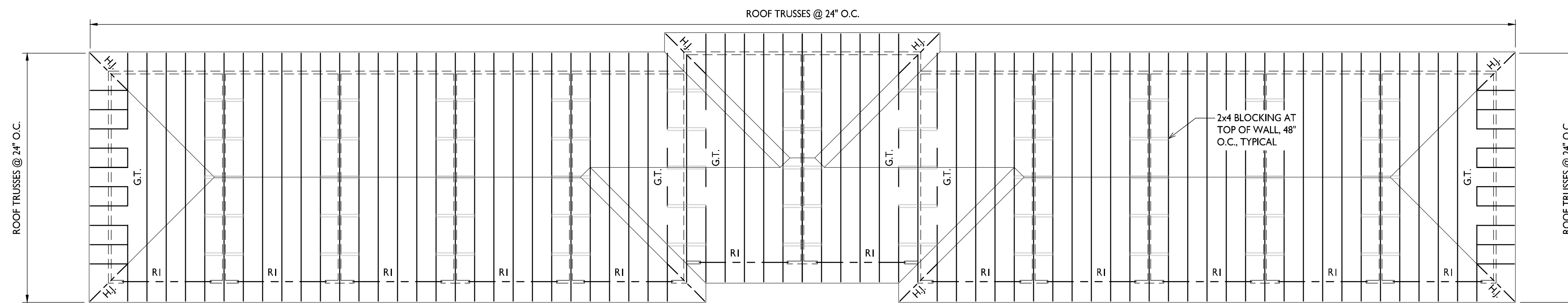


- TYPICAL MATERIALS
- ASPHALT SHINGLES
- COMPOSITE FASCIA
- COMPOSITE TRIM
- VINYL WINDOWS
- CAST STONE BAND HEADS, & SILLS
- MASONRY VENEER

1 WEST ELEVATION  
A-2.1 1/8" = 1'-0"

Eva Manor  
Townhomes  
Pleasant Prairie, WI  
February 14, 2018





**FRAMING PLAN GENERAL NOTES:**

1. SPACING OF ROOF TRUSSES IS TO SHOW DESIGN INTENT ONLY. FINAL DESIGN BY TRUSS SUPPLIER.
2. TRUSS MANUFACTURER TO SUPPLY GENERAL CONTRACTOR AND ARCHITECT WITH SHOP DRAWINGS FOR APPROVAL BY BOTH PRIOR TO FABRICATION.
3. WOOD SPECIES = S-P-F.
4. HDRS GRADE = #2 L.N.O.
5. STUDS = STUD GRADE.
6. LVL = MICROLAM LVL BY TRUSS JOIST MACMILLAN OR EQUAL. 1.8E IS LVL OR BETTER.
7. MULTIPLE PLY BEAMS TO BE FASTENED/NAILED TOGETHER PER THE MANUFACTURER'S RECOMMENDATIONS.
8. DEFLECTION LIMITS:  
ROOF:  
L/360 FROM LIVE LOAD ONLY  
L/240 FROM TOTAL LOAD

| SHEAR WALL SCHEDULE |  |  |         |
|---------------------|--|--|---------|
| MARK                | INSTALLATION   | HOLD DOWN / TIE  | SYMBOL: |
| SW1                 | <p>GENERAL SHEAR WALL NOTES:</p> <ul style="list-style-type: none"> <li>• USE (3) STUDS @ EACH END OF SHEAR WALL ON FIRST FLOOR.</li> <li>• 7/16" STRUCTURAL I RATED OSB, SOLID BLOCK ALL SEAMS. 8d NAILS AT 4" O.C. AT EDGES &amp; AT 6" O.C. AT INTERIOR STUDS.</li> </ul> | <ul style="list-style-type: none"> <li>• SIMPSON HDU8-SDS2.5 @ FOUNDATION/PRECAST</li> <li>• INSTALL PER MANUFACTURER'S REQUIREMENTS AT EACH END OF SHEAR WALL</li> <li>• 1/4" MIN. EMBEDMENT @ C.I.P. FOUNDATION WALLS, SET IN EPOXY</li> </ul> |         |

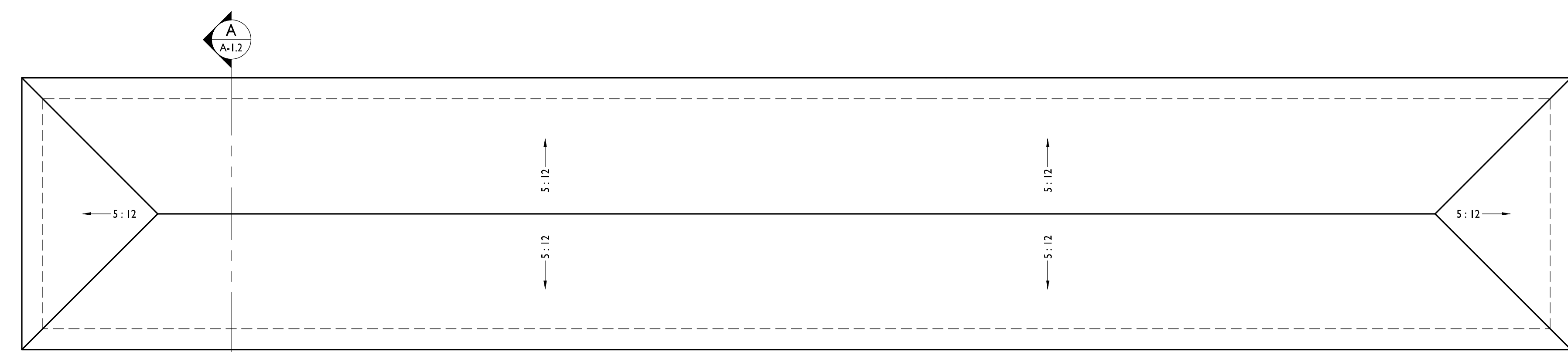
**1 FRAMING PLAN**  
A-1.1 1/8"=1'-0"

| HEADER SCHEDULE |        |                      |          |            |           |
|-----------------|--------|----------------------|----------|------------|-----------|
| MARK            | TYPE   | SIZE                 | MATERIAL | KING STUDS | BEARING   |
| R1              | HEADER | (2) 1 3/4" x 11 7/8" | LVL      | (1) 2 x 4  | (2) 2 x 4 |
| R2              |        |                      |          |            |           |

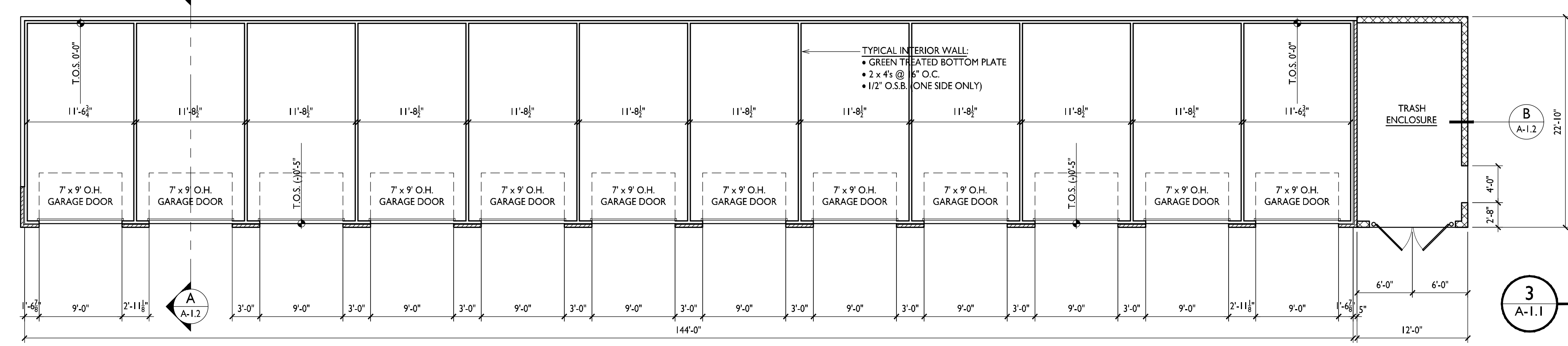
| FRAME WALL ATTACHMENT TO FOUNDATION |  |
|-------------------------------------|--|
| LOCATION                            | ATTACHMENT   |
| DEMISING WALLS                      |  |
| EXTERIOR WALLS                      | 24" O.C. MAX. CLOSER SPACING & HOLD DOWNS AT DESIGNATED SHEAR WALLS PER SHEAR WALL SCHEDULE. |

1/4" "SPIKE" ANCHOR w/ MUSHROOM HEAD BY POWERS FASTENERS, INC. INSTALL PER MANUFACTURER'S INSTRUCTIONS. ZINC PLATED CARBON STEEL (1 1/2" MIN. EMBEDMENT) PROVIDE FENDER WASHER BETWEEN HEAD AND WOOD PLATE

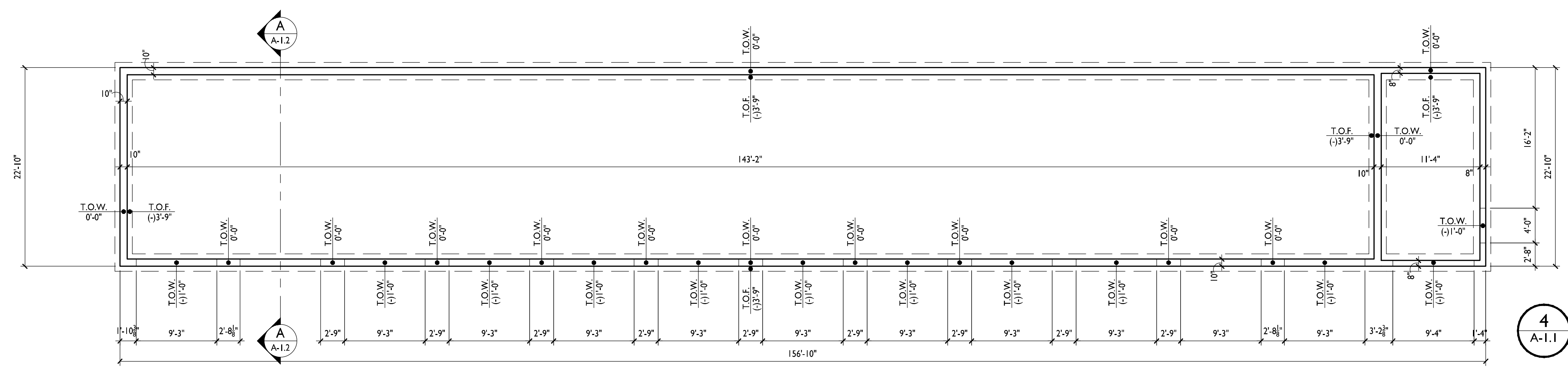
| DESIGN LOADS              |                     |
|---------------------------|---------------------|
| ROOF SNOW LOAD            | 30 PSF BASE + DRIFT |
| BASIC WIND SPEED          | 90 MPH              |
| WIND EXPOSURE C           |                     |
| WIND IMPORTANCE FACTOR    | 1.00                |
| SEISMIC DESIGN CATEGORY   | B                   |
| SEISMIC IMPORTANCE FACTOR | 1                   |
| SITE CLASS                | D                   |
| ROOF TRUSS DESIGN LOADS:  |                     |
| TOP CHORD:                | SNOW = 30 PSF       |
|                           | DEAD LOAD = 15 PSF  |
| BOTTOM CHORD:             | DEAD LOAD = 10 PSF  |



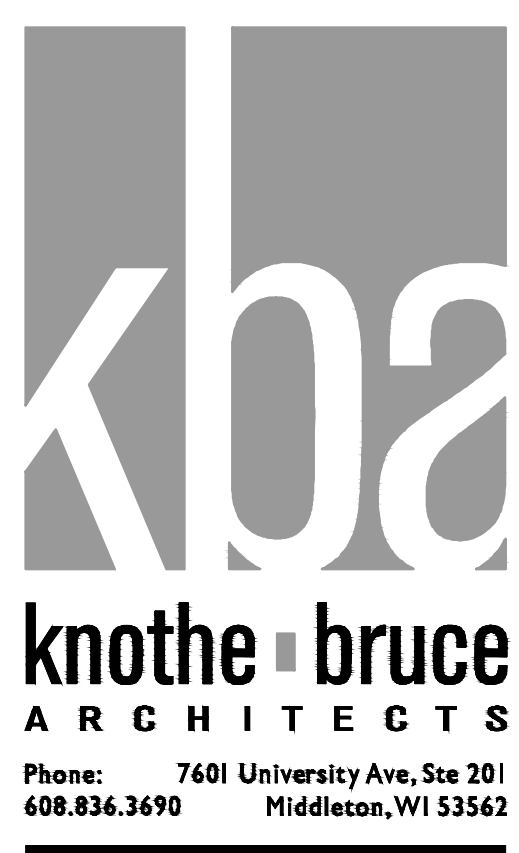
**2 ROOF PLAN**  
A-1.1 1/8"=1'-0"



**3 FLOOR PLAN**  
A-1.1 1/8"=1'-0"



**4 FOUNDATION PLAN**  
A-1.1 1/8"=1'-0"



ISSUED  
Issued for xyz - Month Day, Year

PROJECT TITLE  
Eva Manor

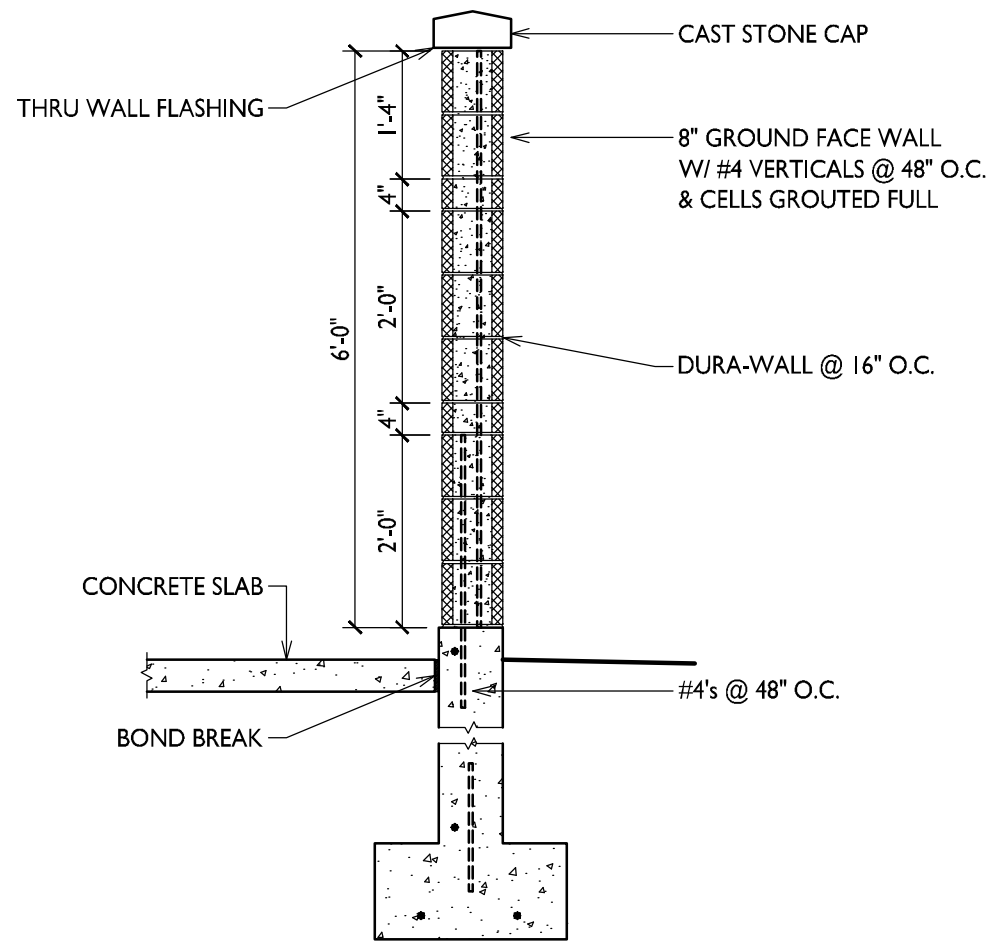
91st Street  
Pleasant Prairie, WI  
SHEET TITLE  
Foundation, Floor,  
Roof & Framing  
Plans

SHEET NUMBER

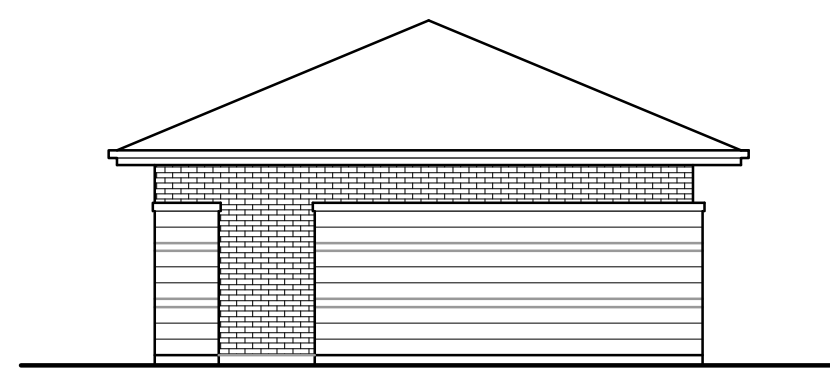
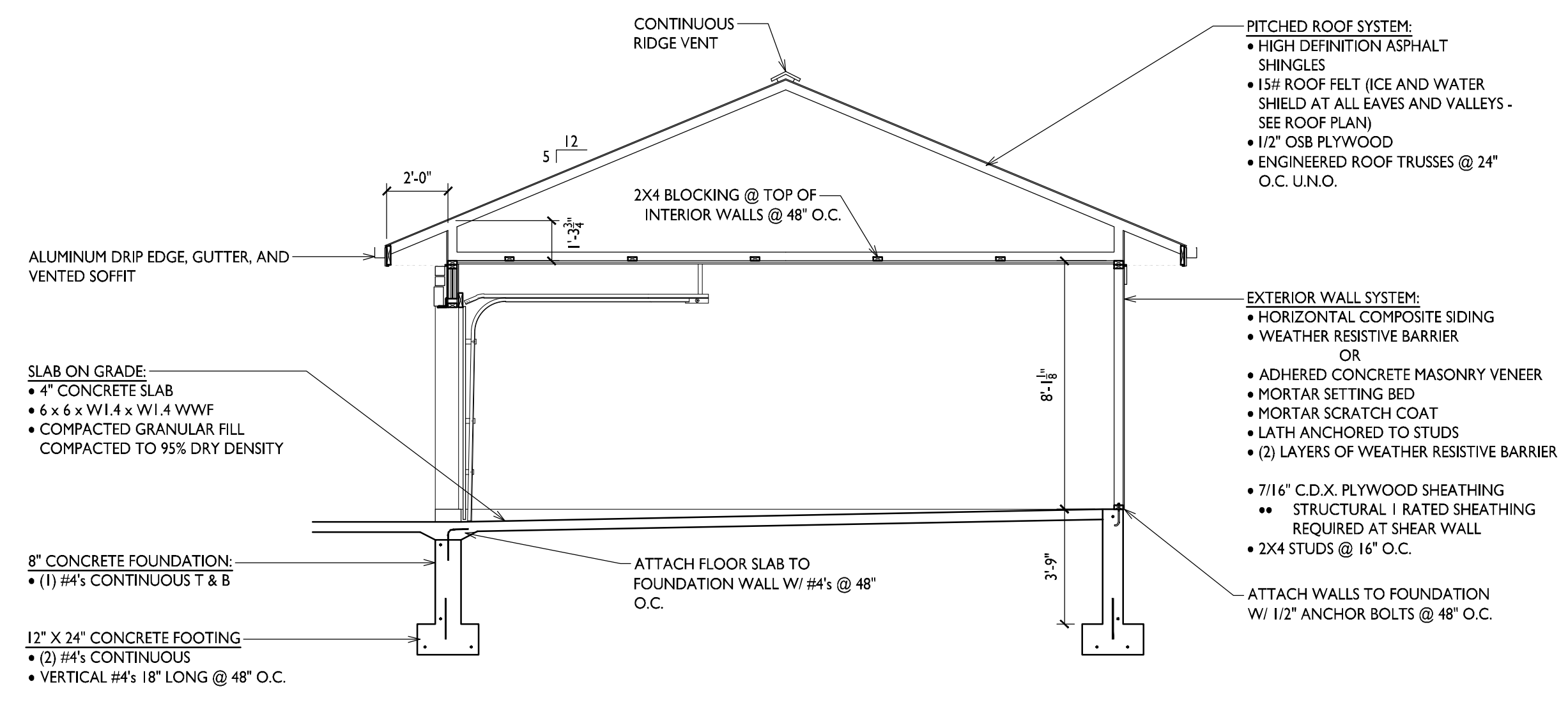
**A-1.1**  
PROJECT NO. 1128  
© Knothe & Bruce Architects, LLC

| EXTERIOR MATERIAL SCHEDULE      |                  |                     |                         |
|---------------------------------|------------------|---------------------|-------------------------|
| BUILDING MATERIAL               | MATERIAL         | MANUFACTURER        | COLOR                   |
| ROOF                            | ASPHALT          | OWENS CORNING       | DRIFTWOOD               |
| FASCIA & TRIM                   | COMPOSITE        | TBD                 | SW2833 ROYCROFT VELLUM  |
| SOFFIT                          | ALUMINUM         | TBD                 | TBD                     |
| PRE-FINISHED METAL FLASHING     | ALUMINUM         | PAC-CLAD            | MATCH BUILDING MATERIAL |
| DOWNSPOUT                       | ALUMINUM         | TBD                 | MATCH BUILDING MATERIAL |
| HORIZONTAL SIDING - 6" EXPOSURE | COMPOSITE        | TBD                 | SW7509 TIKI HUT         |
| PRECAST BANDS, SILLS, HEADS     | PRECAST CONCRETE | EDWARDS             | I0-025                  |
| MASONRY VENEER                  | BRICK            | TBD                 | TBD                     |
| GROUND FACE MASONRY             | CONCRETE         | COUNTY MATERIALS    | BISQUE                  |
| MORTAR                          | MASONRY          | MORTAR TECHNOLOGIES | TAN                     |

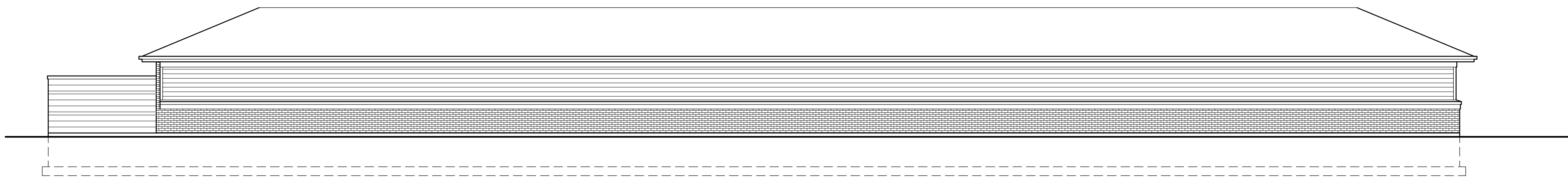
**B TRASH ENCLOSURE WALL**  
A-1.2 1/2" = 1'-0"



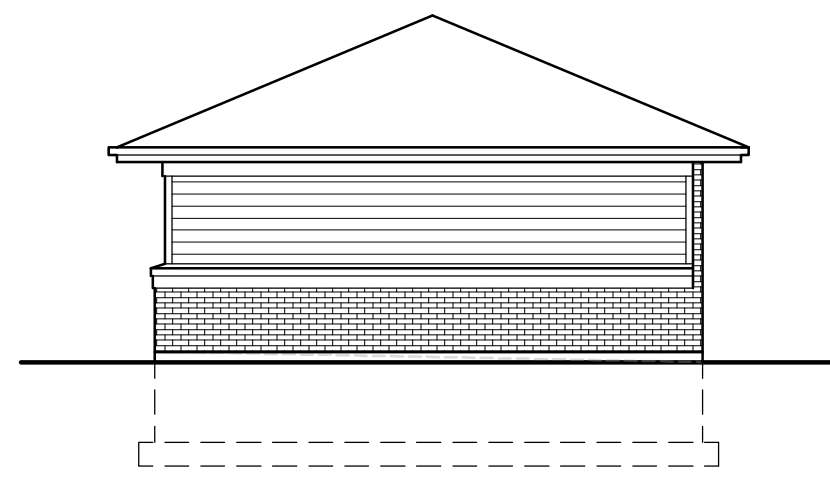
**A SECTION**  
A-1.2 1/8" = 1'-0"



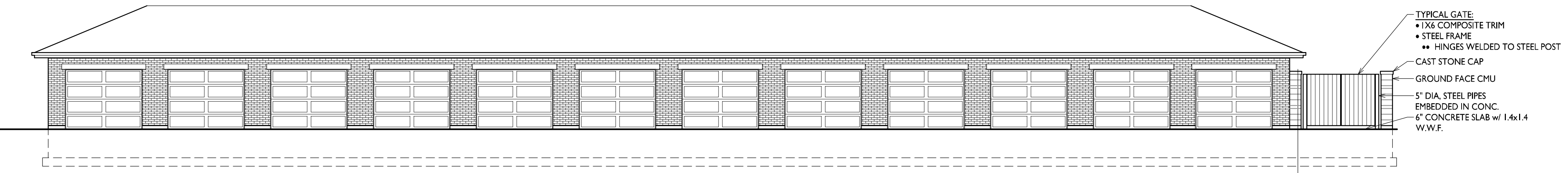
**2 SOUTH ELEVATION**  
A-1.2 1/8" = 1'-0"



**1 EAST ELEVATION**  
A-1.2 1/8" = 1'-0"



**4 NORTH ELEVATION**  
A-1.2 1/8" = 1'-0"



**3 WEST ELEVATION**  
A-1.2 1/8" = 1'-0"

• STEEL POST TO RECEIVE SHOP PRIMER AND 2 COATS OF ENAMEL PAINT. ALL STEEL TO BE IN CONCRETE TO RECEIVE BITUMINOUS COATING PRIOR TO POURING CONCRETE

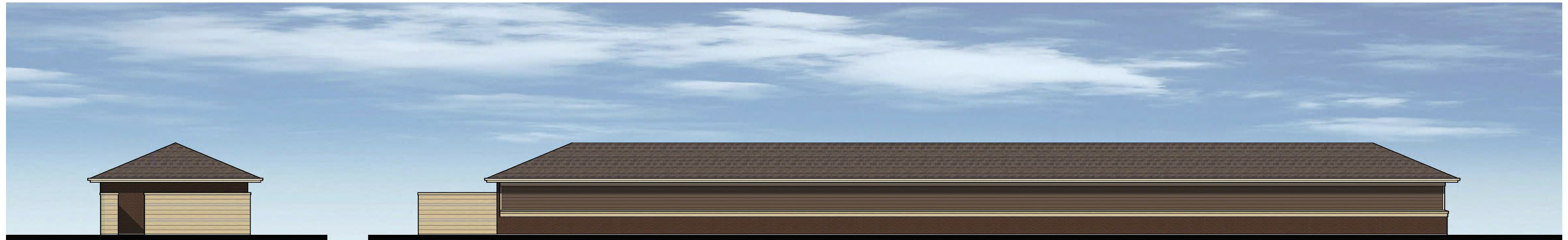
ISSUED  
Issued for xyz - Month Day, Year

PROJECT TITLE  
Eva Manor

91st Street  
Pleasant Prairie, WI  
SHEET TITLE  
Elevations  
Sections & Details

SHEET NUMBER

**A-1.2**  
PROJECT NO. 1128  
© Knothe & Bruce Architects, LLC



1 EAST ELEVATION  
A-1.2 1/8"=1'-0"

2 SOUTH ELEVATION  
A-1.2 1/8"=1'-0"



TYPICAL GATE  
 • 1X6 COMPOSITE TRIM  
 • STEEL FRAME  
 • HINGES WELDED TO STEEL POST  
 • CAST STONE CAP  
 • GROUND FACE CMU  
 • 5" DIA. STEEL PIPES  
 EMBEDDED IN CONC.  
 • 6" CONCRETE SLAB w/ 1.4x1.4  
 WALKER

3 WEST ELEVATION  
A-1.2 1/8"=1'-0"

4 NORTH ELEVATION  
A-1.2 1/8"=1'-0"

Eva Manor  
 Garage  
 Pleasant Prairie, WI  
 February 14, 2018





February 12, 2018

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

Dear Ms. Werbie-Harris:

BFU 11, LLC is the owner of record of 3.22 acres of property at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue in the Village of Pleasant Prairie. The property was previously approved for a condominium project known as Springbrook Place. During the entitlement process for Springbrook Place, several easements were granted and subsequently recorded against the property.

Bear Development, LLC has submitted applications for Concept Plan and Neighborhood Amendment for a project known as Eva Manor. Because the developments differ in proposed engineering and design, the existing easements no longer coincide with the planned improvements.

Please accept this letter as a formal request to begin proceedings for the vacation of various easements at the subject property. Specifically, we request the following easements to be abandoned/vacated:

- Stormwater Drainage Detention Basin, Access and Maintenance Easement per CSM 2616.
- Public Water and Private Sanitary Sewer, Access and Maintenance Agreement per CSM 2616.
- Woodland Preservation and Protection, Access and Maintenance Easement, per CSM 2616.
- 10' Landscaping, Signage, Access and maintenance Easement per CSM 2616.
- Vision Triangle Easement per CSM 2616.
- 12' Utility Easement per CSM 2616

The easements referenced above, were recorded as part of specific improvement plans for Springbrook Place and are no longer applicable to future development of the site. As we develop specific and detailed engineering plans, as part of a Planned Unit Development, similar easements, specific to the Eva Manor plans will be identified, described and eventually recorded.



We understand that the process of vacation of easements will require Village Board approval and the process may need to be led by the Village Attorney. We would respectfully request that the process be initiated.

Should you have any questions regarding this request or need any further information, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, [dan@beardevelopment.com](mailto:dan@beardevelopment.com)

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Szczap". The signature is fluid and cursive, with the first name being more prominent.

Daniel Szczap  
Bear Development, LLC

# COPY

PAGE 1 of 12

CERTIFIED SURVEY MAP NO. 2616

*Doc# 1549407*  
*3/5/08*

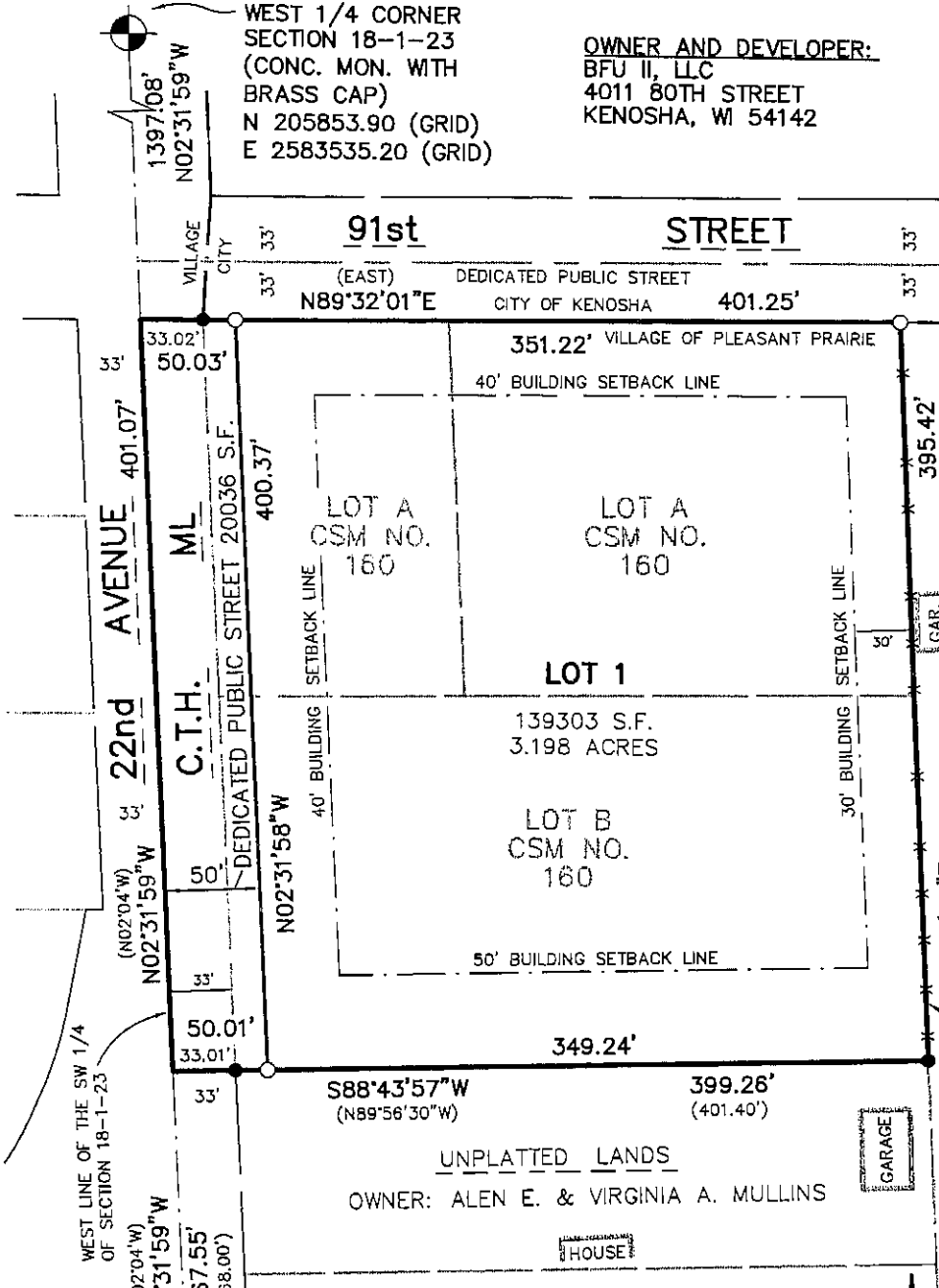
ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE,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

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

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

THIS SPACE RESERVED FOR RECORDING DATA

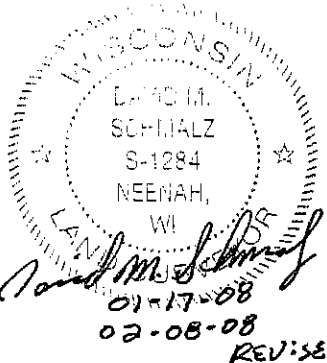
RETURN TO:  
McMAHON ASSOCIATES, INC.  
C/O Doug Woelz  
1445 McMAHON DRIVE  
P.O. BOX 1025  
NEENAH, WI 54957-1025  
PHONE # (920)-751-4200  
FAX # (920)-751-4284



UNPLATTED LANDS  
OWNER: WALTER A. O. JABS

EXISTING FENCE BY OWNER TO THE EAST

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



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

PROJECT CONVERSION FACTOR:  
GRID/1.0000171 = GROUND

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

SEE PAGE 2 OF 12 FOR EASEMENTS THAT AFFECT THE PROPERTY



SCALE - FEET

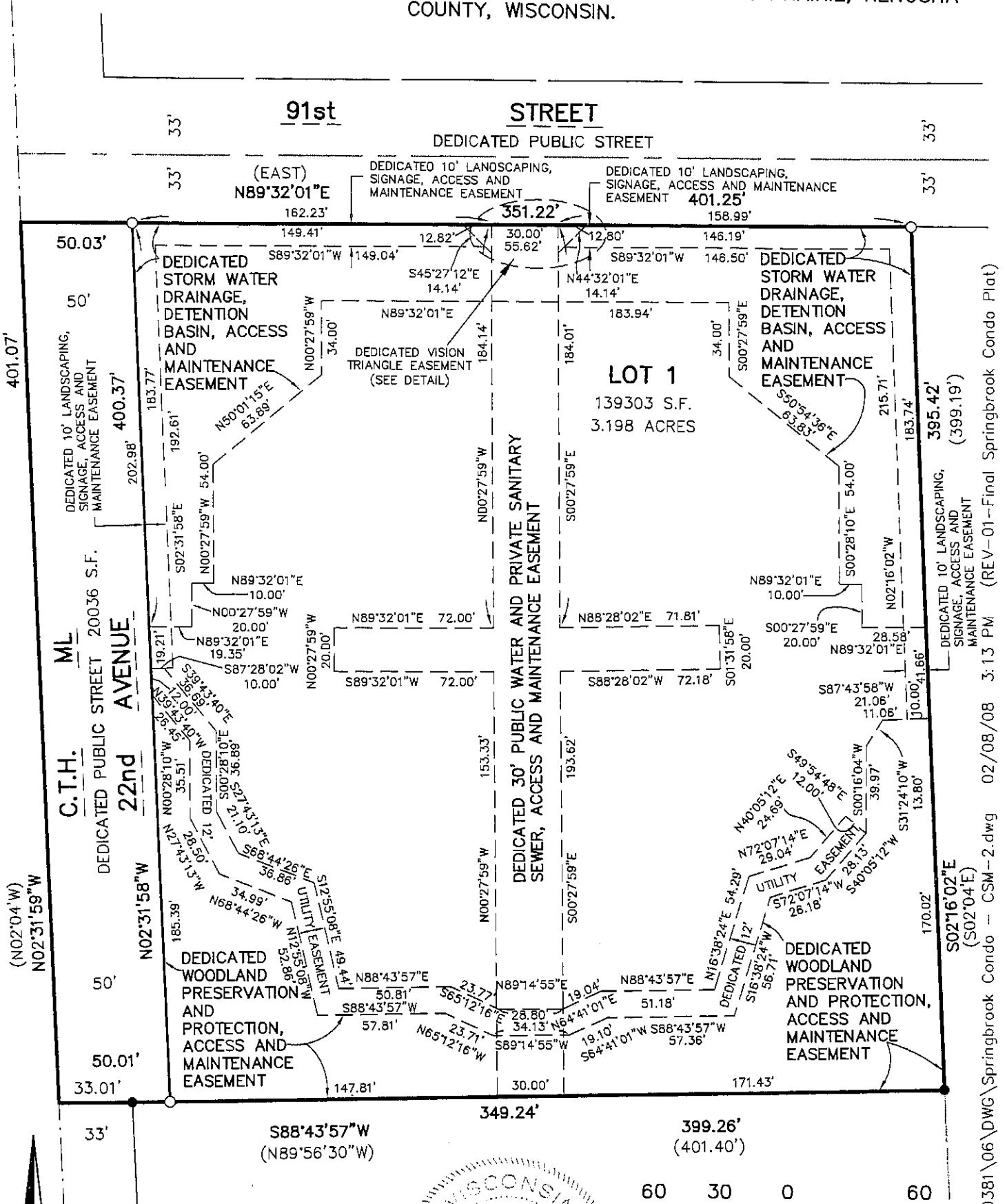
INSTRUMENT DRAFTED BY: DOUG WOELZ RLS-2327

**McMAHON ASSOCIATES**

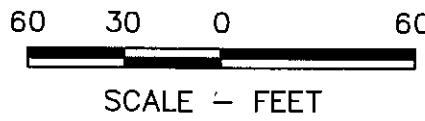
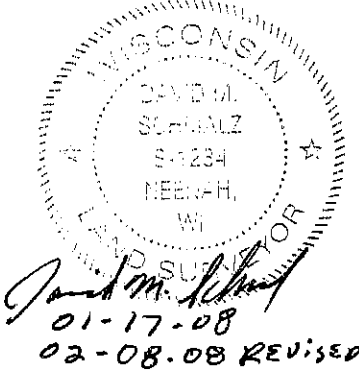
ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284

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

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



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



**McMAHON ASSOCIATES**

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

ckalkofen W:\DWG\F0945\970381\06\Springbrook Condo - CSM-2.dwg 02/08/08 3:13 PM (REV-01-Final Springbrook Condo Plat)

**CERTIFIED SURVEY MAP NO.**

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

DEDICATED WOODLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE

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

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

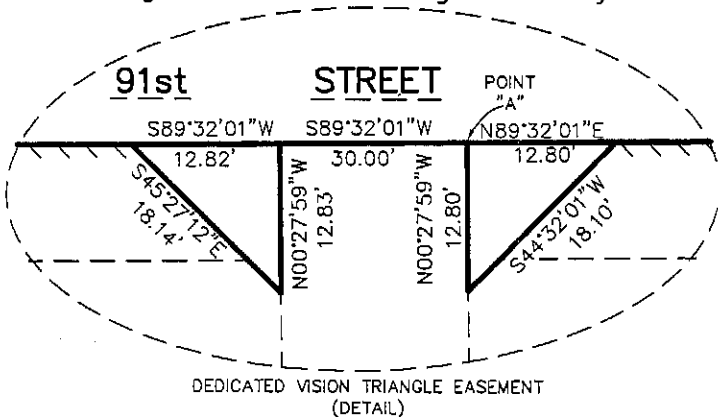
DEDICATED STORM WATER DRAINAGE, DETENTION BASIN, ACCESS AND MAINTENANCE

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

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

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

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



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

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

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

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

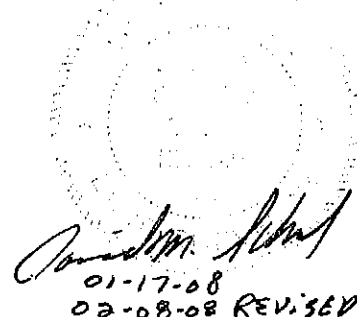
DEDICATED 30' PUBLIC WATER & PRIVATE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT: Part of Lots A & B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal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

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

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

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

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



01-17-08  
02-08-08 REVISED

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

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

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

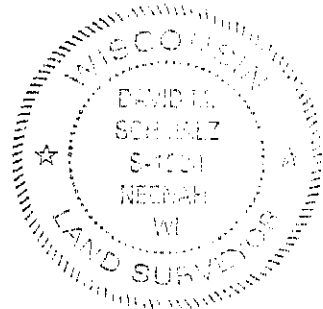
I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes and Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying,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

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

*David M. Schmalz*

REVISED 02-08-08

David M. Schmalz, Reg. WI Land Surveyor S-1284



**McMAHON**  
**ASSOCIATES**

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

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

OWNER'S CERTIFICATE:

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

Dated this 29<sup>th</sup> day of Feb, 2008.

*[Handwritten Signature]*

Stephen C. Mills – Managing Member  
BFU II, LLC

State of Wisconsin)  
Kenosha County) <sup>ss</sup>

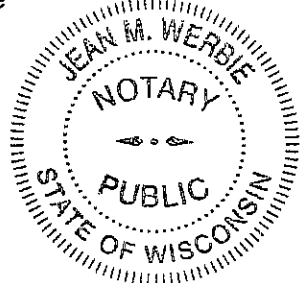
Personally appeared before me on the 29<sup>th</sup> day of February, 2008, the above named person to me known to be the person who executed the foregoing instrument, and acknowledged the same.

*[Handwritten Signature]*  
Notary Public

Jean M. Werbie  
Print Name

Kenosha County, WI

My commission expires 1-17-2010



VILLAGE BOARD CERTIFICATE

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

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

State of Wisconsin)  
Kenosha County) <sup>ss</sup>

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

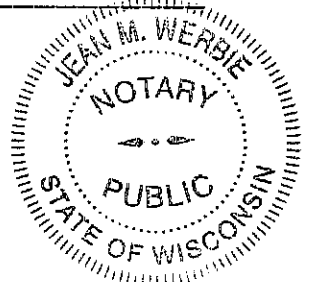
*[Handwritten Signature]*  
Notary Public

Jean M. Werbie  
Print Name

Kenosha County, Wisconsin

My Commission Expires: 1-17-2010

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



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

PAGE 7 of 12

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

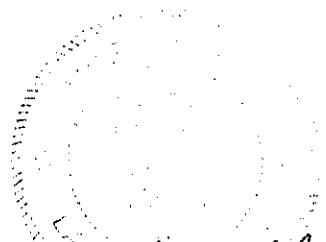
**Certified Survey Map**

**Dedication and Easement Provisions**

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

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

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

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



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

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

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

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

01-17-08  
02-08-08 REVISED

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

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

01-17-09  
02-09-09 REVISED

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

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

**Restrictive Covenants**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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



January 5, 2018

GP-SE-2017-30-03961

BFU II, LLC  
c/o Daniel Szczap  
4011 80th Street  
Kenosha, WI 53142

RE: Coverage under the wetland statewide general permit for wetland fill or disturbance for residential, commercial, or industrial development, located in the Village of Pleasant Prairie, Kenosha County, also described as being in the SW1/4 of the SW1/4 of Section 18, Township 1 North, Range 23 East.

Dear Mr. Szczap:

Thank you for submitting an application for coverage under the wetland statewide general permit for wetland fill or disturbance for residential, commercial, or industrial development, s. 281.36, Wis. Stats.

You have certified that your project meets the eligibility criteria and conditions for this activity. Based upon your signed certification you may proceed with your project to fill 0.08 acres of wetlands. Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit WDNR-GP1-2017 (found at <http://dnr.wi.gov/topic/waterways/construction/wetlands.html>). The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first. This permit coverage constitutes the state of Wisconsin's wetland water quality certification under USCS s. 1341 (Clean Water Act s. 401).

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Elaine Johnson at (262) 574-2136 or email [Elaine.Johnson@wisconsin.gov](mailto:Elaine.Johnson@wisconsin.gov) to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's wetland resources for future generations. Please be sure to obtain any other local, state or federal permits that are required before starting your project.

If you have any questions, please call me at (262) 574-2136 or email [Elaine.Johnson@wisconsin.gov](mailto:Elaine.Johnson@wisconsin.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Elaine Johnson", is positioned above the typed name.

Elaine Johnson  
Water Management Specialist

cc: Rachel Nuetzel, Project Manager, U.S. Army Corps of Engineers  
Peggy Herrick, Village of Pleasant Prairie

## WDNR-GP1-2017 Permit Conditions – Residential/Commercial/Industrial

You agree to comply with the following conditions:

1. **Application.** You shall submit a complete application package to the Department as outlined in the application materials and section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.
2. **Certification.** Acceptance of general permit WDNR-GP1-2017 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.
3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.
4. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP1-2017
5. **Expiration.** This WDNR-GP1-2017 expires on October 31, 2022. The time limit for completing work authorized by the provisions of WDNR-GP1-2017 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP1-2017 or until the discharge is completed, whichever occurs first.
6. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.
7. **Authorization Distribution.** You must supply a copy of the permit coverage authorization to every contractor working on the project.
8. **Project Start.** You shall notify the Department before starting construction.
9. **Permit Posting.** You must post a copy of this permit coverage letter at a conspicuous location on the project site prior to the execution of the permitted activity, and remaining at least five days after stabilization of the area of permitted activity. You must also have a copy of the permit coverage letter and approved plan available at the project site at all times until the project is complete.

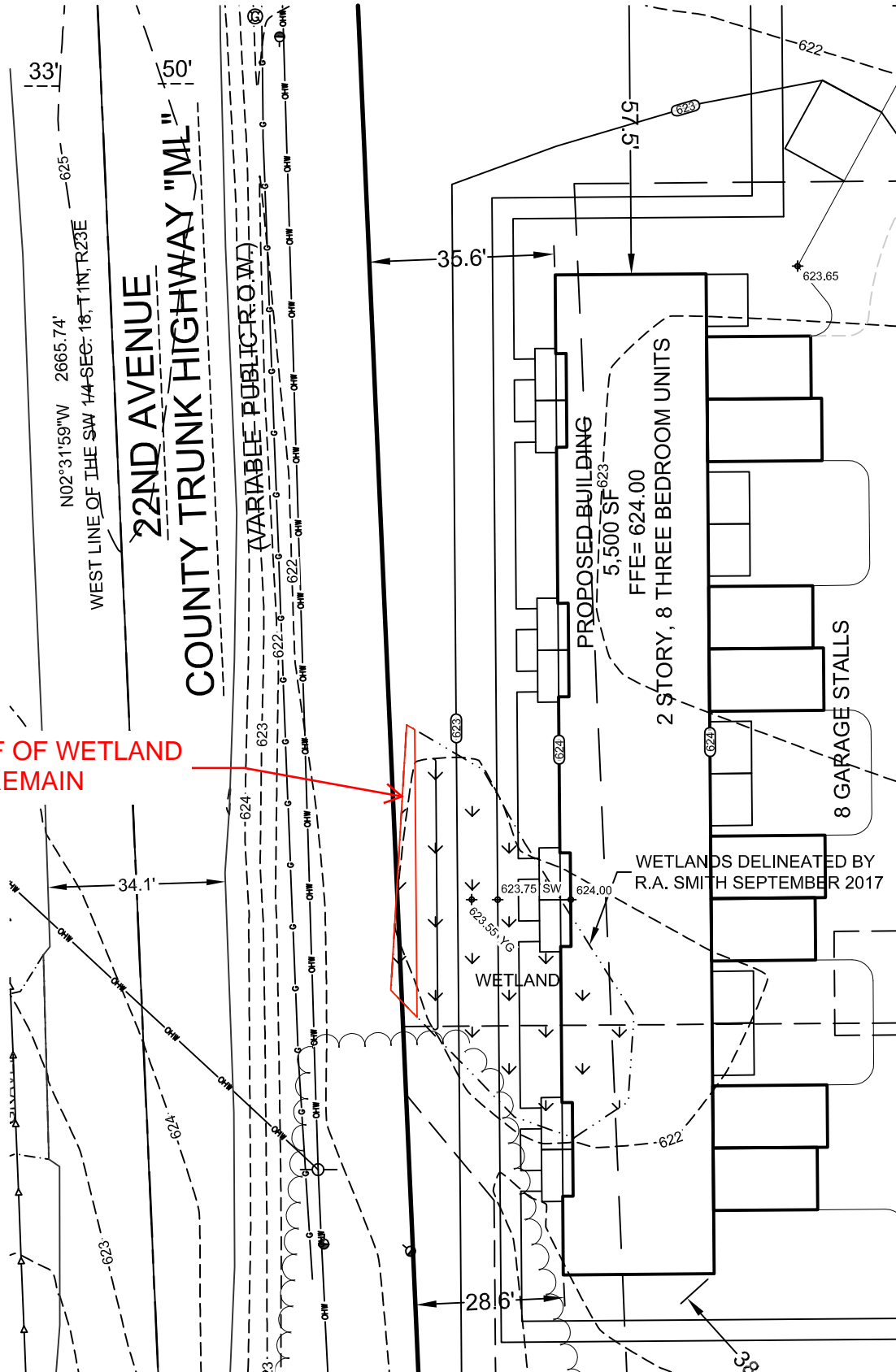


10. **Permit Compliance.** The department may modify or revoke coverage of this permit if the project is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any applicable conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.
11. **Construction Timing.** Once wetland work commences, all wetland construction activities must be continuous until the permitted activity is completed and the site is stabilized.
12. **Construction.** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.
13. **Project Completion.** Within one week of completion of the regulated activity, you shall submit to the Department a statement certifying the project is in compliance with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number, and be submitted to the Department staff member that authorized coverage.
14. **Proper Maintenance.** You must maintain the activity authorized by WDNR-GP1-2017 in good condition and in conformance with the terms and conditions of this permit utilizing best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands.
15. **Site Access.** Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP1-2017 and applicable laws.
16. **Erosion and siltation controls.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to wetlands as outlined in NR 151.11(6m), Wis. Adm. Code.
17. **Equipment use.** The equipment used in the wetlands must be low ground weight equipment as specified by the manufacturer specifications.
18. **Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing other best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For more information, refer to <http://dnr.wi.gov/topic/Invasives/bmp.html>.
19. **Federal and State Threatened and Endangered Species.** WDNR-GP1-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.

20. **Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts or to enhance the habitat for the species of concern.
21. **Historic Properties and Cultural Resources.** WDNR-GP1-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.
22. **Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at **1-800-943-0003**.
23. **Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by s. NR 500.03(214), Wis. Admin. Code, free from hazardous substances as defined by s. 289.01(11), Wis. Stats., and free from solid waste as defined by s. 289.01(11) and (33), Wis. Stats.
24. **Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.
25. **Transfers.** Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.
26. **Limits of State Liability.** In authorizing work, the State Government does not assume any liability, including for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP1-2017.
27. **Reevaluation of Decision.** The Department may suspend, modify or revoke authorization of any previously authorized activity and may take enforcement action if any of the following occur:
  - a. The applicant fails to comply with the terms and conditions of WDNR-GP1-2017.

- b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

175 SF OF WETLAND  
CAN REMAIN



March 19, 2018

Jean Werbie-Harris  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Dear Mrs. Harris:

I am the property owner directly to the east of the Eva Manor development. I met with Joe Schwenker from Bear Development and he explained the project to me. I support this development.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Jabs". The signature is written in a cursive style with a large initial "J" and a distinct "A".

Jason Jabs

Consider the request of Troy Hewitt of Robert E, Lee & Associates on behalf of Fountain Ridge LLC for approval of a **Certified Survey Map** to adjust the lot line of Lot 1 of CSM 2817 to include the gap property that existed to the west of said lot and to adjust the lot lines between Lots 1 and 2 with the Fountain Ridge Development generally located north of Bain Station Road and west of 90<sup>th</sup> Avenue.

**Recommendation:** Plan Commission recommends that the Village Board to approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of April 2, 2018.

## VILLAGE STAFF REPORT OF APRIL 2, 2018

Consider the request of Troy Hewitt of Robert E, Lee & Associates on behalf of Fountain Ridge LLC for approval of a **Certified Survey Map** to adjust the lot line of Lot 1 of CSM 2817 to include the gap property that existed to the west of said lot and to adjust the lot lines between Lots 1 and 2 with the Fountain Ridge Development generally located north of Bain Station Road and west of 90<sup>th</sup> Avenue.

*The petitioner is requesting approval of a Certified Survey Map to adjust the lot lines for Lots 1 and 3 of CSM 2817 for the Fountain Ridge development generally located north of Bain Station Road and west of 90<sup>th</sup> Avenue.*

At the time CSM 2817 was prepared a small gap (approximately 20 feet) in the legal description along the western property boundary of Lot 1 was in question. This legal description discrepancies have been resolved and this area is now being included as part of Lot 1 of the proposed CSM. In addition, the lots lines between Lots 1 and 2 on the proposed CSM are being adjusted slightly to ensure that the 10-unit condominium buildings meet the required setback to the property lines.

Village staff recommends approval of the **Certified Survey Map** subject to the above comments and the following conditions:

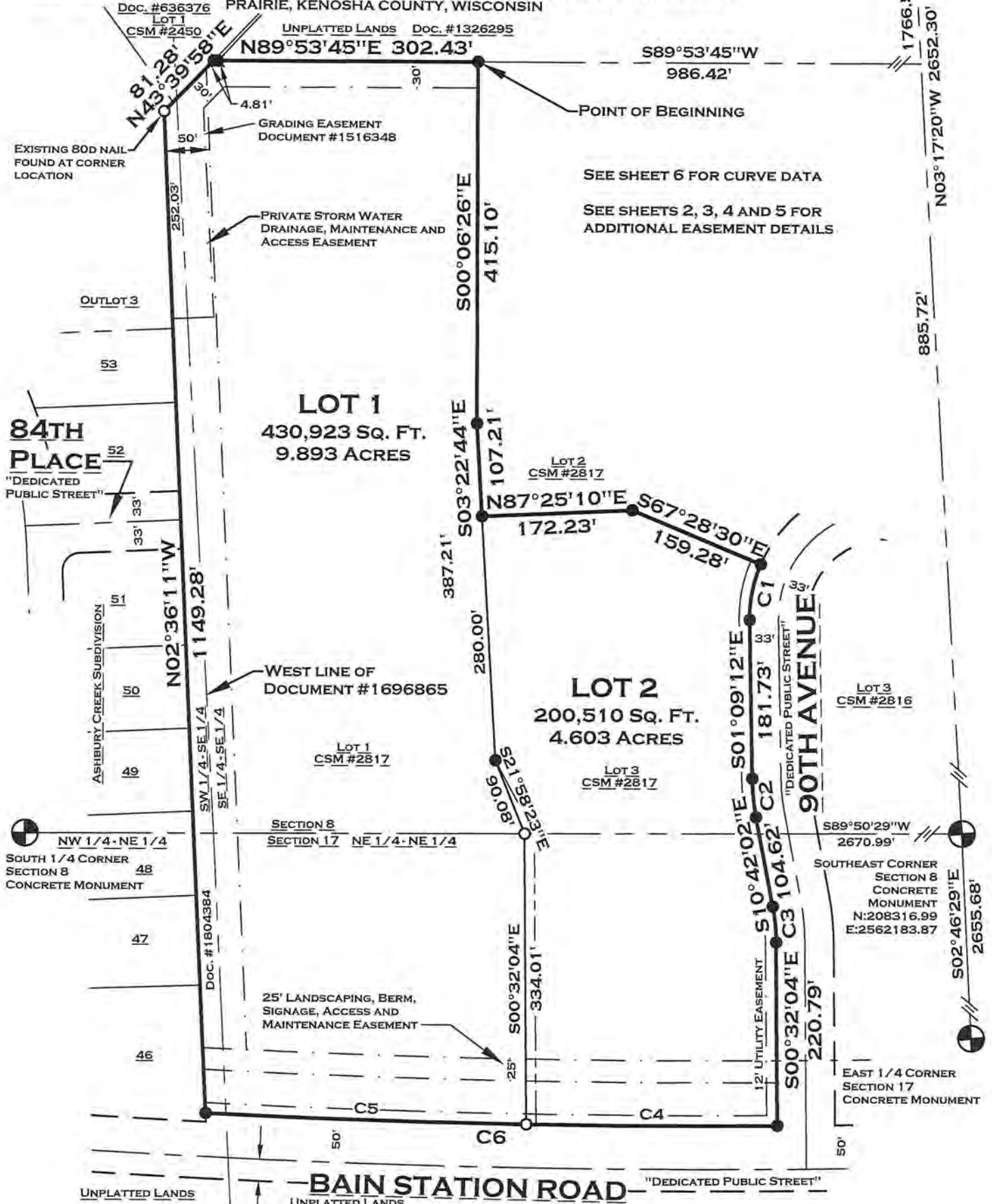
1. See **attached** changes/corrections to the CSM.
2. Any outstanding taxes or special assessments, along with Village fees and invoices shall be paid prior to recording the CSM. Pursuant to the Village Finance Department there are no outstanding issues.
3. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board's approval and prior to issuance of building permit.

3-17-18  
 see changes  
 sheets 6, 7, 13  
 &  
 track

# CERTIFIED SURVEY MAP

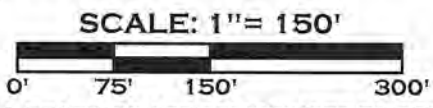
PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1N-R22E AND ALL OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NUMBER 2817, DOCUMENT NUMBER 1780815, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1N-R22E, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

EAST 1/4 CORNER SECTION 8 CONCRETE MONUMENT



## LEGEND

- EXISTING 1" Ø IRON PIPE
- SET 1" X 18" IRON PIPE WITH CAP WEIGHING 1.38 LBS./LIN. FT.
- ⊕ RECORDED COUNTY MONUMENT
- ⊠ EXISTING 3/4" Ø IRON ROD



ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 8 BEARS N03°17'20"W.

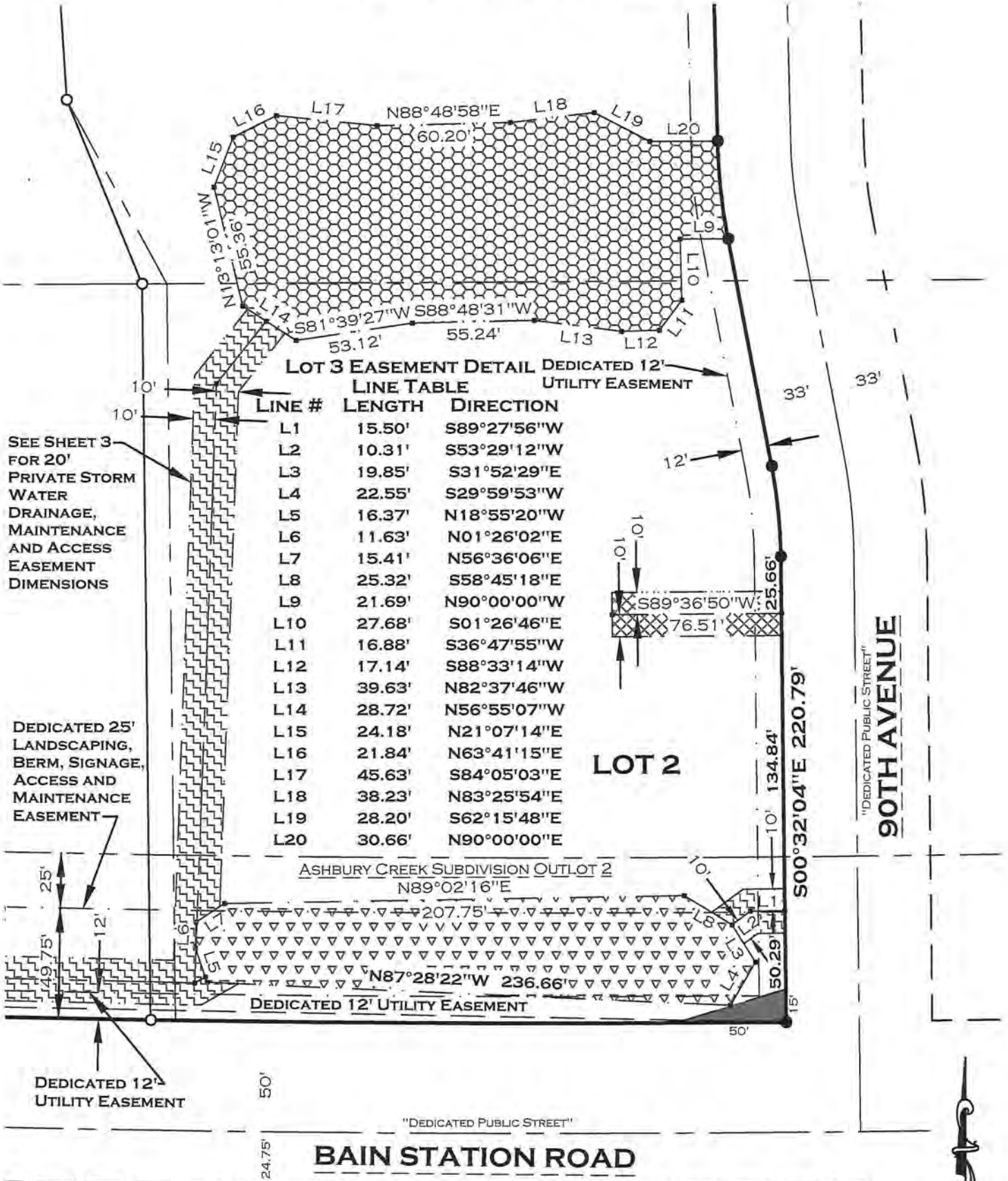
SHEET 1 OF 13






**ROBERT E. LEE & ASSOCIATES, INC.**  
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
 1250 CENTENNIAL CENTRE BOULEVARD  
 HOBART, WI 54155  
 INTERNET: WWW.RELEEINC.COM



# CERTIFIED SURVEY MAP

## LOT 2 EASEMENT DETAILS



-  20' PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT
-  PRIVATE STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
-  PRIVATE STORM WATER DRAINAGE, DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
-  20' PRIVATE WATER, ACCESS AND MAINTENANCE EASEMENT
-  15' x 50' VISION TRIANGLE EASEMENT

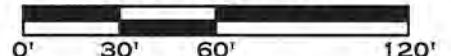
SHEET 2 OF 13



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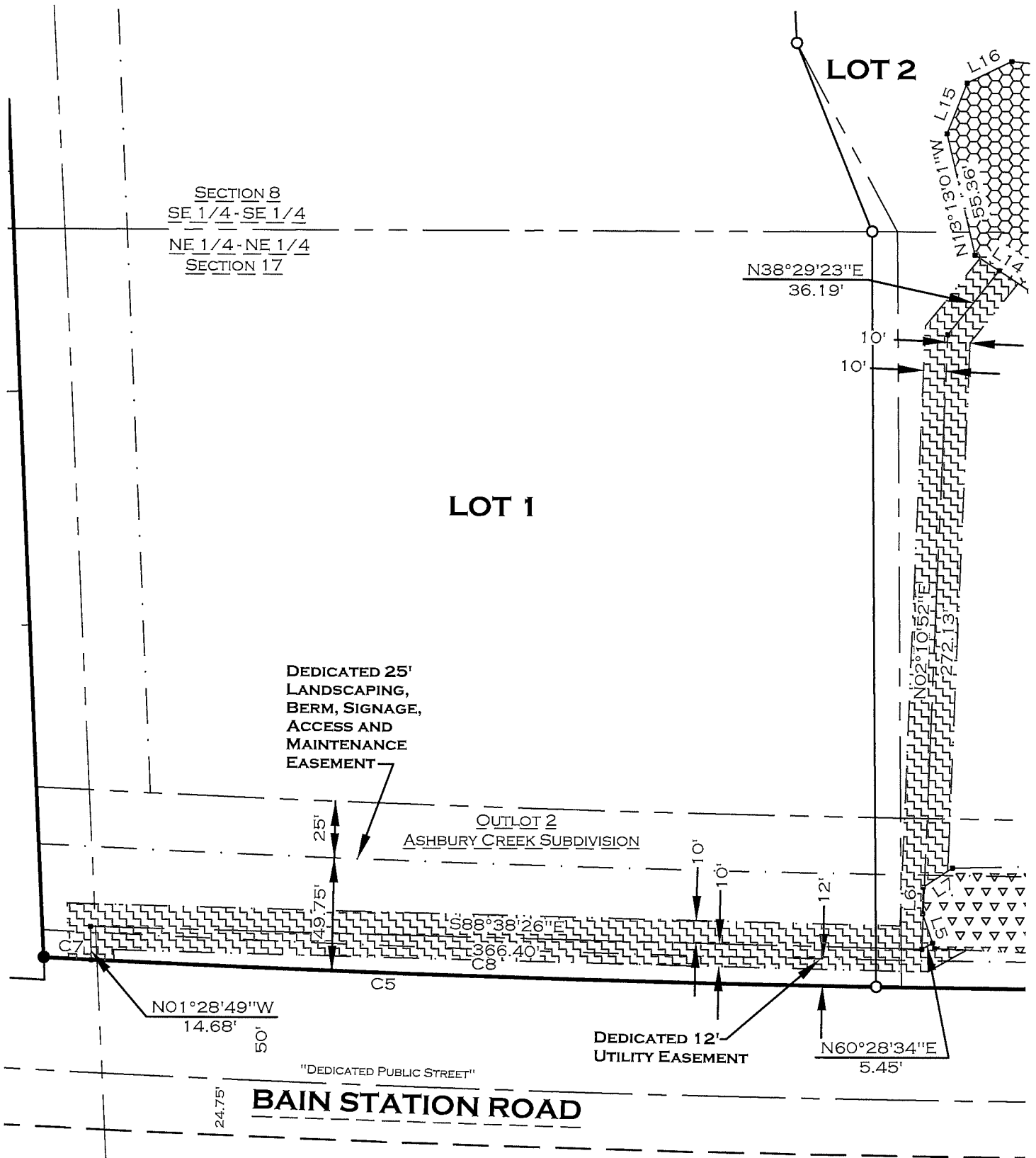
PHONE: (920) 662-9641  
FAX: (920) 662-9141

SCALE: 1" = 60'






# CERTIFIED SURVEY MAP

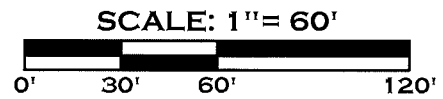
## LOTS 1 AND 2 EASEMENT DETAILS



LOT 1 AND 3 EASEMENT DETAIL CURVE TABLE

| CURVE # | DELTA    | RADIUS    | LENGTH  | CHORD DIRECTION | CHORD LENGTH | TANGENT BEARING | SECOND TANGENT BEARING |
|---------|----------|-----------|---------|-----------------|--------------|-----------------|------------------------|
| C5      | 1°49'51" | 11483.94' | 366.99' | S88°09'59"E     | 366.97'      | S87°15'03"E     | S89°04'54"E            |
| C7      | 0°06'17" | 11483.94' | 20.96'  | S87°18'11"E     | 20.96'       | S87°15'03"E     | S87°21'20"E            |
| C8      | 1°43'35" | 11483.94' | 346.02' | S88°13'07"E     | 346.01'      | S87°21'20"E     | S89°04'54"E            |

-  20' PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT
-  PRIVATE STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
-  PRIVATE STORM WATER DRAINAGE, DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT

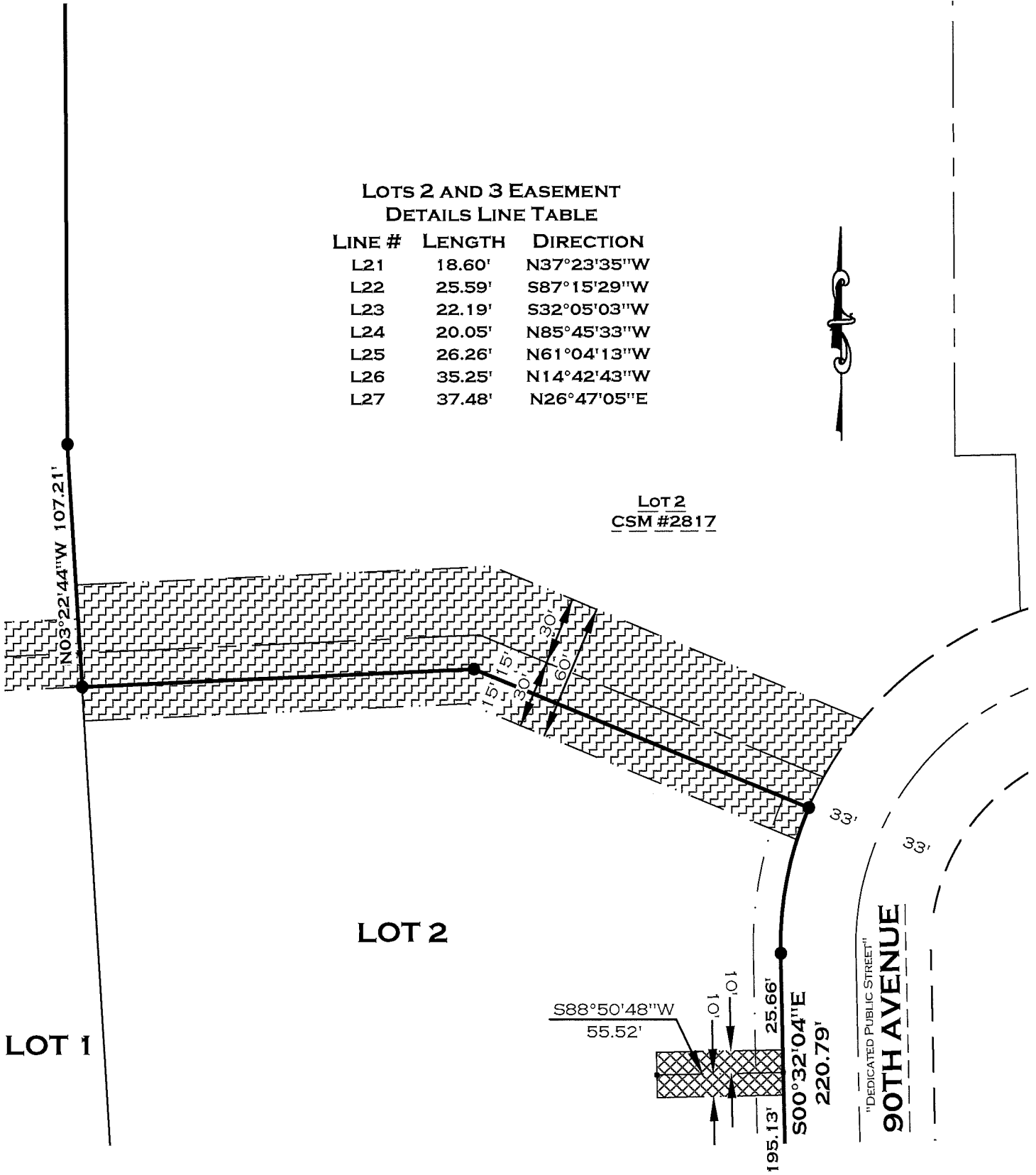


# CERTIFIED SURVEY MAP

## LOT 2 EASEMENT DETAILS

LOTS 2 AND 3 EASEMENT  
DETAILS LINE TABLE

| LINE # | LENGTH | DIRECTION   |
|--------|--------|-------------|
| L21    | 18.60' | N37°23'35"W |
| L22    | 25.59' | S87°15'29"W |
| L23    | 22.19' | S32°05'03"W |
| L24    | 20.05' | N85°45'33"W |
| L25    | 26.26' | N61°04'13"W |
| L26    | 35.25' | N14°42'43"W |
| L27    | 37.48' | N26°47'05"E |



 20' PRIVATE WATER, ACCESS AND MAINTENANCE EASEMENT

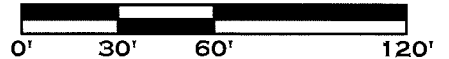
 PRIVATE STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT

 DEDICATED 60' PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT

**SHEET 4 OF 13**

R:\4300\4329\4329082\dwg\2018 4329082csm\_STATE PLANE.DWG

SCALE: 1" = 60'



**ROBERT E. LEE & ASSOCIATES, INC.**

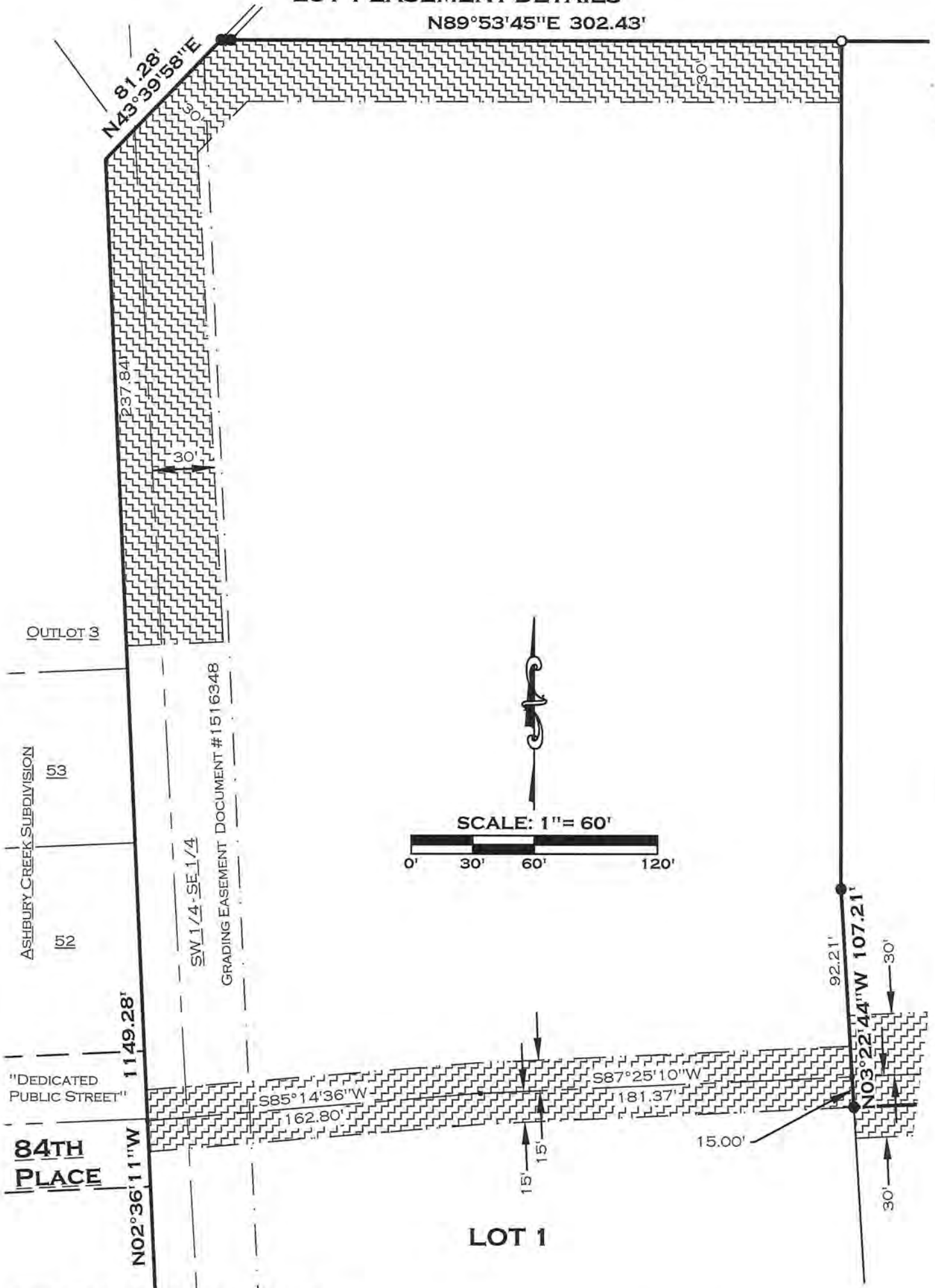
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# CERTIFIED SURVEY MAP

## LOT 1 EASEMENT DETAILS

N89°53'45"E 302.43'



PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT

DEDICATED 30' PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT

SHEET 5 OF 13



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FAX: (920) 662-9141

Add  
Dedicated Public Street (Language)

# CERTIFIED SURVEY MAP \_\_\_\_\_

## DEDICATION AND EASEMENT PROVISIONS

1. NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED 12' UTILITY EASEMENT ON THIS CSM ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER ("THE GRANTOR") TO WE ENERGIES F/K/A WISCONSIN ELECTRIC POWER COMPANY, AMERITECH-WISCONSIN F/K/A WISCONSIN BELL, INC. AND TIME WARNER CABLE INC. AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "UTILITY AND COMMUNICATIONS GRANTEE"), FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, REPAIRING, ALTERING, REPLACING AND MAINTAINING UTILITY AND COMMUNICATION LINES AND OTHER RELATED FACILITIES TO SERVE THE LOTS (OR PORTIONS THEREOF) SHOWN ON THIS CSM AND FOR ANY RELATED INGRESS AND EGRESS. THESE EASEMENTS SHALL ALSO INCLUDE THE RIGHT TO TRIM OR CUT DOWN TREES, BUSHES, BRANCHES, AND ROOTS AS REASONABLY REQUIRED SO AS NOT TO INTERFERE WITH THE UTILITY AND COMMUNICATIONS GRANTEE'S 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 GRANTEE. THE GRANTOR SHALL RESTORE OR CAUSE TO BE RESTORED, ALL SUCH LAND, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO INSTALLING SUCH UTILITIES AND COMMUNICATIONS LINES WITHIN THE EASEMENT AREAS AS SUCH RESTORATION DOES NOT INTERFERE WITH THE PURPOSES OF THE UTILITY AND COMMUNICATIONS EASEMENTS AND THE USE OF SUCH EASEMENTS BY THE UTILITY AND COMMUNICATIONS GRANTEE UNLESS A SEPARATE AGREEMENT IS ENTERED INTO BETWEEN THE GRANTOR AND GRANTEE REGARDING THE TRANSFER OF THE RESTORATION AND MAINTENANCE RESPONSIBILITIES TO THE GRANTEE. NO BUILDINGS, SIGNAGE, FENCES, OR STRUCTURES OF ANY KIND SHALL BE PLACED WITHIN THE UTILITY AND COMMUNICATION EASEMENT AREAS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATIONS GRANTEE.

THE VILLAGE GENERALLY ALLOWS PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC AND COMMUNICATIONS FACILITIES, TO BE INSTALLED IN PUBLIC STREET RIGHT-OF-WAYS WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE, SUBJECT TO THE REQUIREMENTS OF APPLICABLE VILLAGE ORDINANCES AND THE REQUIREMENTS OF SUCH PUBLIC USES AND PURPOSES OF THE VILLAGE. FURTHER, EACH INDIVIDUAL PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY SHALL BE RESPONSIBLE FOR PROMPTLY RESTORING THE PUBLIC STREET AREAS AND PUBLIC HIGHWAY AREAS TO THEIR PRE-EXISTING CONDITION, AT ITS OWN COST, AFTER ANY USE OF SUCH AREAS. IN THE EVENT THE PRIVATE COMPANIES DO NOT RESTORE THE EASEMENT AREAS TO THE PROPER GRADE AND TO A VEGETATIVELY STABILIZED CONDITION, THE DEVELOPER SHALL BE ULTIMATELY RESPONSIBLE FOR THE COSTS OF SUCH RESTORATION AND MAY PURSUE ITS REMEDIES AGAINST THE RESPECTIVE UTILITY COMPANY(S). UNDER NO CIRCUMSTANCES SHALL ANY PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY CONDUCT ANY OPEN CUTTING OF PUBLIC ROADWAYS AFTER THE CONCRETE ROADWAY COURSE IS INSTALLED WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE. ANY SUCH PRIVATE UTILITY OR COMMUNICATIONS FACILITIES SHALL BE PROMPTLY RELOCATED, AT THE COST OF THE INDIVIDUAL UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY, UPON WRITTEN REQUEST OF THE VILLAGE, TO SERVE THE PUBLIC FUNCTIONS AND PURPOSES OF THE VILLAGE IN THE PUBLIC STREET AREA. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE VILLAGE AND THE RIGHTS OF THE PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY IN SUCH PUBLIC STREET AREAS, THE VILLAGE'S RIGHTS SHALL BE DEEMED TO BE SUPERIOR.

2. NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS EITHER A 20' OR PRIVATE STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT ON THIS CSM ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PRIVATE STORM WATER MANAGEMENT PURPOSES, DRAINAGEWAYS, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE AND INGRESS AND EGRESS. THESE STORM WATER EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR: (1) SUCH OTHER EASEMENTS AS MAY BE DEDICATED AND CONVEYED HEREIN WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF; (2) SUCH USE, PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE DEVELOPER, COLLECTIVELY THE LOT OWNERS AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE; AND (3) SUCH FUTURE DRIVEWAYS OR OTHER USES OF THE EASEMENT AREAS AS MAY BE APPROVED BY THE VILLAGE AND SUBJECT TO ANY CONDITIONS THAT THE VILLAGE MAY IMPOSE. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE DEVELOPER, THE EASEMENT RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF THE LOT OWNERS OR OTHER ENTITIES WITH RESPECT TO THE 20' PRIVATE STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION AND MAINTENANCE OF ALL PRIVATE STORM WATER DRAINAGE AND DRAINAGE WAY IMPROVEMENTS CONTAINED WITHIN THESE NONEXCLUSIVE EASEMENTS.



# CERTIFIED SURVEY MAP

4. <sup>B.</sup> NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A PRIVATE STORM WATER DRAINAGE, RETENTION/DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT ON THIS CSM ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PRIVATE STORM WATER MANAGEMENT PURPOSES, STORM WATER RETENTION/RETENTION BASIN PURPOSES, PUBLIC DRAINAGEWAYS, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, SIGNAGE, MAINTENANCE, ACCESS AND MAINTENANCE, INGRESS AND EGRESS. THESE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR: (1) SUCH OTHER EASEMENTS AS MAY BE DEDICATED AND CONVEYED HEREIN TO OTHERS WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF AND (2) SUCH USE, PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE DEVELOPER, COLLECTIVELY THE LOT OWNERS FOR THE AREAS AS SHOWN ON THIS CSM AS IT WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE DEVELOPER, THE EASEMENT RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF THE LOT OWNERS OR OTHER ENTITIES WITH RESPECT TO THE 20' PRIVATE STORM WATER, DRAINAGE, RETENTION/DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE INSTALLATION AND MAINTENANCE OF THE 20' PRIVATE STORM WATER DRAINAGE, RETENTION/DETENTION BASIN, OPEN SPACE AREAS, LANDSCAPE AREAS AND DRAINAGE WAY IMPROVEMENTS CONTAINED IN THESE NONEXCLUSIVE EASEMENTS.

5. <sup>A.</sup> NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED 25' LANDSCAPING, BERM, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT AREAS ON THIS CSM ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE LOT OWNERS FOR LANDSCAPING, SIGNAGE, LIGHTING, ACCESS AND MAINTENANCE AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, MAINTENANCE, 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 TO THE UTILITY AND COMMUNICATION GRANTEE; (2) SUCH EASEMENTS AS DEDICATED AND CONVEYED HEREIN WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF TO THE VILLAGE; AND (3) SUCH TEMPORARY USE, PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE DEVELOPER WHICH SHALL BE REQUIRED UNTIL SUCH RESPONSIBILITY IS TRANSFERRED TO LOT OWNERS AS IT WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICT BETWEEN THE EASEMENT RIGHTS OF THE DEVELOPER OR THE EASEMENT RIGHTS THAT MAY BE GRANTED TO THE UTILITY AND COMMUNICATION GRANTEE OR THE VILLAGE PURSUANT TO THESE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THE EASEMENT GRANTED TO IT SHALL BE DEEMED TO BE SUPERIOR. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO ANY EASEMENT AREAS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE THE PLANTING AND WARRANTY PERIOD AND THEN THE LOT OWNERS SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE INSTALLATION AND MAINTENANCE OF THE LANDSCAPING, SIGNAGE, LIGHTING AND OPEN SPACE AREAS WITHIN THE EASEMENTS.

6. <sup>B.</sup> EASEMENTS COEXTENSIVE WITH THE AREA SHOWN AS A 30' AND 60' DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT ON THIS CSM ON LOTS 1 AND 2 ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PUBLIC SANITARY SEWER SYSTEM IMPROVEMENTS, USES AND PURPOSES, AND FOR ALL RELATED INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES. THIS PUBLIC SANITARY SEWER EASEMENT SHALL BE EXCLUSIVE, EXCEPT FOR: (1) THE DEVELOPER'S TEMPORARY EASEMENT RETAINED FOR THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES FOR THE PUBLIC SANITARY SEWER SYSTEM IMPROVEMENTS, USES AND PURPOSES, AND FOR ALL RELATED INGRESS AND EGRESS; (2) SUCH OTHER EASEMENTS AS MAY BE DEDICATED ON THIS CSM WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF; AND (3) SUCH PLANTING, CARE, AND MAINTENANCE OF THE EASEMENT AREAS BY THE LOT OWNERS ON WHICH THE EASEMENTS ARE LOCATED AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE VILLAGE PURSUANT TO THESE PUBLIC SANITARY SEWER MAIN EASEMENT AREA AND THE RIGHTS OF OTHER PERSONS OR ENTITIES WITH RESPECT TO THE PUBLIC SANITARY SEWER EASEMENT AREA, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR.



# CERTIFIED SURVEY MAP \_\_\_\_\_

7. EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED PRIVATE SANITARY SEWER, PRIVATE WATER, ACCESS AND MAINTENANCE EASEMENT ON THIS CSM ON LOTS 1 AND 2 ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PRIVATE SANITARY SEWER SYSTEM IMPROVEMENTS, PRIVATE WATER SYSTEM IMPROVEMENTS, USES AND PURPOSES, AND FOR ALL RELATED INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES FOR THE PRIVATE SANITARY SEWER AND PRIVATE WATER SYSTEM IMPROVEMENTS, USES AND PURPOSES. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO ANY EASEMENT AREAS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THE EASEMENTS. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE VILLAGE PURSUANT TO THESE PRIVATE SANITARY SEWER AND PRIVATE WATER MAIN EASEMENT AND THE RIGHTS OF OTHER PERSONS OR ENTITIES WITH RESPECT TO THE SANITARY SEWER AND WATER MAIN EASEMENT AREA, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR.
8. PERPETUAL NONEXCLUSIVE EASEMENTS CO-EXTENSIVE WITH THE AREAS SHOWN AS 15' x 50' DEDICATED VISION TRIANGLE EASEMENTS ON LOT 2 OF THIS CSM ARE HEREBY DEDICATED, GIVEN, GRANTED, AND CONVEYED BY THE OWNER TO THE VILLAGE TO MAINTAIN A CLEAR SIGHT LINE OF VISION AT EACH IDENTIFIED INTERSECTION. THERE SHALL BE NO OBSTRUCTIONS, SUCH AS BUT NOT LIMITED TO STRUCTURES, SIGNAGE, FENCES, RETAINING WALLS, VEHICULAR PARKING, VEGETATION AND SHELTERS WITHIN THE 15'x50' DEDICATED VISION TRIANGLE EASEMENT BETWEEN THE HEIGHTS OF TWO (2) FEET AND 10 FEET UNLESS EXPRESSLY APPROVED IN WRITING BY THE VILLAGE. THIS RESTRICTION IS FOR THE BENEFIT OF THE TRAVELING PUBLIC AND SHALL BE ENFORCEABLE BY THE VILLAGE AND KENOSHA COUNTY.

## RESTRICTIVE COVENANTS

1. FOUNTAIN RIDGE LLC (REFERRED TO AS THE "DEVELOPER") HEREBY COVENANTS THAT THE OWNERS OF LOTS 1 AND 2 SHOWN ON THIS CSM SHALL HAVE THE OBLIGATION OF MAINTAINING THE IMPROVEMENTS IN THE 20' PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT AREAS ON THEIR RESPECTIVE LOTS AND THE PRIVATE STORMWATER DRAINAGE, RETENTION/DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREAS LOCATED WITHIN LOTS 1 AND 2 SHOWN ON THIS CSM IN A FUNCTIONAL, NEAT AND NUISANCE FREE CONDITION TO HANDLE STORM WATER IN THE DEVELOPMENT. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, GRADING, SEEDING OR SODDING, MAINTAINING EROSION CONTROL METHODS TO PROTECT THE DRAINAGEWAYS; DITCHING TO REESTABLISH DESIGN CAPACITY; REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH; CLEARING, REPAIRING AND REPLACING INLETS, OUTLETS AND CATCH BASIN STRUCTURES; MOWING; AND WEEDING TO PREVENT NUISANCE CONDITIONS. CLEAN, TELEVISION, AND REPAIR SEWERS AND SEWER STRUCTURES TO MAINTAIN A CLEAN, SAFE AND FUNCTIONAL SYSTEM. MINIMIZE AND ELIMINATE, TO THE MAXIMUM EXTENT PRACTICABLE, THE INFILTRATION OF STORM OR GROUND WATER INTO THE SEWER SYSTEM. NO DRIVEWAYS, FENCES, SIGNAGE OR STRUCTURES SHALL BE ERRECTED WITHIN THE STORM WATER DRAINAGE EASEMENT AREAS WHICH BLOCKS, DIVERTS OR RE-ROUTES THE DRAINAGE FLOW OR WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE. THE DEVELOPER SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO STORM WATER DRAINAGE MAINTENANCE ACTIVITIES UPON THE DEVELOPED TRANSFER OF SAID LOTS TO THE LOT OWNERS WHO THEN SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH STORM WATER DRAINAGE OR RETENTION/DETENTION BASIN MAINTENANCE ACTIVITIES, THE OWNERS OF THE REFERENCED LOTS SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.0627 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATION AND EASEMENT PROVISIONS ON THIS CSM WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.



# CERTIFIED SURVEY MAP

2. THE DEVELOPER HEREBY COVENANTS THAT THE OWNERS OF LOTS 1 AND 2 SHOWN ON THIS CSM SHALL HAVE THE OBLIGATION OF MAINTAINING THE IMPROVEMENTS IN THE PRIVATE STORM WATER DRAINAGE, RETENTION/DETENTION BASIN, MAINTENANCE AND ACCESS EASEMENT AREAS LOCATED WITHIN LOT 2 SHOWN ON THIS CSM AND LOT 3, CSM #2817 IN A FUNCTIONAL, NEAT AND NUISANCE FREE CONDITION TO HANDLE STORM WATER IN THE DEVELOPMENT. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, GRADING, SEEDING OR SODDING, MAINTAINING EROSION CONTROL METHODS TO PROTECT THE DRAINAGEWAYS; EXCAVATING OR DITCHING TO REESTABLISH BASIN DESIGN CAPACITY; REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH; CLEARING, REPAIRING AND REPLACING INLETS, OUTLETS AND CATCH BASIN STRUCTURES; MOWING; AND WEEDING TO PREVENT NUISANCE CONDITIONS. CLEAN, TELEVISION, AND REPAIR SEWERS AND SEWER STRUCTURES TO MAINTAIN A CLEAN, SAFE AND FUNCTIONAL SYSTEM. MINIMIZE AND ELIMINATE, TO THE MAXIMUM EXTENT PRACTICABLE, THE INFILTRATION OF STORM OR GROUND WATER INTO THE SEWER SYSTEM. NO DRIVEWAYS, FENCES, SIGNAGE OR STRUCTURES SHALL BE ERECTED WITHIN THE STORM WATER DRAINAGE OR BASIN EASEMENT AREAS WHICH BLOCKS, DIVERTS OR RE-ROUTS THE DRAINAGE FLOW OR WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE. THE DEVELOPER SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO STORM WATER DRAINAGE MAINTENANCE ACTIVITIES UPON THE TRANSFER OF SAID LOTS TO THE LOT OWNERS WHO THEN SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH STORM WATER DRAINAGE MAINTENANCE ACTIVITIES, THE OWNERS OF THE REFERENCED LOTS SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.0627 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATION AND EASEMENT PROVISIONS ON THIS CSM WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

3. THE DEVELOPER COVENANTS THAT THE 30' AND 60' DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENTS SHOWN ON LOTS 1 AND 2 ON THIS CSM HEREBY PLACES RESTRICTIONS ON LOTS 1 AND 2 BECAUSE OF THE LOCATION OF THE PUBLIC SANITARY SEWER MAIN EASEMENTS WHICH WERE 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 THE DEVELOPMENT.

THE DEVELOPER FURTHER COVENANTS THAT THERE SHALL BE NO BUILDINGS, SIGNAGE, FENCES, PARKING AREAS, DRIVEWAYS OR STRUCTURES OF ANY KIND PLACED WITHIN THE EASEMENT AREAS UNLESS EXPRESSLY APPROVED IN WRITING BY THE VILLAGE. FURTHERMORE, IF THE VILLAGE ALLOWS FOR THE PLACEMENT OF FENCING, SIGNAGE, PARKING AREAS, DRIVEWAYS OR LANDSCAPING WITHIN THE PUBLIC SEWER EASEMENT AREAS GRANTED TO THE VILLAGE AND IN THE EVENT THAT THE VILLAGE EXERCISES IT'S RIGHTS TO MAINTAIN, REPAIR OR REPLACE SAID PUBLIC SANITARY SEWER MAIN AND RELATED APPURTENANCES, THE OWNERS OF THE AFFECTED LOTS, NOT THE VILLAGE, SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH THE REMOVAL AND OR REPLACEMENT OF SAID FENCING, PARKING AREAS, DRIVEWAYS OR LANDSCAPING. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF THESE LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

4. THE DEVELOPER COVENANTS THAT THE OWNERS OF LOT 2 SHOWN ON THIS CSM SHALL HAVE THE OBLIGATION OF MAINTAINING THE IMPROVEMENTS IN THE 20' PRIVATE WATER, ACCESS AND MAINTENANCE EASEMENT AREAS SHOWN ON LOT 2 ON THIS CSM HEREBY PLACES RESTRICTIONS LOT 2 BECAUSE OF THE LOCATION OF THE PRIVATE WATER MAIN EASEMENTS WHICH WERE GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PRIVATE WATER MAIN 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 THE DEVELOPMENT. OPERATE, MAINTAIN AND REPAIR WATER VALVES AND HYDRANTS AND THE REPAINTING OF HYDRANTS TO MAINTAIN A FUNCTIONAL SYSTEM. REPAIR OF BREAKS OR LEAKS IN THE WATERMANS, SERVICES OR LEADS.

THE DEVELOPER FURTHER COVENANTS THAT THERE SHALL BE NO BUILDINGS, SIGNAGE, FENCES, PARKING AREAS, DRIVEWAYS OR STRUCTURES OF ANY KIND PLACED WITHIN THE EASEMENT AREAS UNLESS EXPRESSLY APPROVED IN WRITING BY THE VILLAGE. FURTHERMORE, IF THE VILLAGE ALLOWS FOR THE PLACEMENT OF FENCING, SIGNAGE, PARKING AREAS, DRIVEWAYS OR LANDSCAPING WITHIN THE PRIVATE WATER EASEMENT AREAS GRANTED TO THE VILLAGE AND IN THE EVENT THAT THE VILLAGE EXERCISES ITS RIGHTS TO MAINTAIN, REPAIR OR REPLACE SAID PRIVATE WATER MAIN AND RELATED APPURTENANCES, THE OWNER(S) OF THE AFFECTED LOTS, NOT THE VILLAGE, SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH THE REMOVAL AND OR REPLACEMENT OF SAID FENCING, PARKING AREAS, DRIVEWAYS OR LANDSCAPING. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF THIS LOT, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH PRIVATE UTILITY MAINTENANCE ACTIVITIES, THE OWNER OF THE LOT 2, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.0627 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATION AND EASEMENT LANGUAGE ON THIS CSM, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANY MAINTENANCE ACTIVITIES.





# CERTIFIED SURVEY MAP

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5. THE DEVELOPER HEREBY COVENANTS THAT THE OWNERS OF LOTS 1 THROUGH 2 SHALL HAVE THE OBLIGATION OF MAINTAINING AND REPLACING THE PUBLIC STREET TREES LOCATED WITHIN 83RD STREET, 84TH PLACE, 90TH AVENUE AND BAIN STATION ROAD AND THE LANDSCAPE PLANTINGS AND GRASSY TERRACE AREAS WITHIN LOTS 1 AND 2 AS SHOWN ON THIS CSM. SUCH PUBLIC STREET TREE AND PLANTINGS MAINTENANCE SHALL INCLUDE WITHOUT LIMITATION AND AS NEEDED STAKING, MULCHING, WEEDING, PRUNING, WATERING, REPLANTING, AND REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH AROUND THE TREES IN ORDER TO PREVENT A NUISANCE CONDITION. NO DRIVEWAYS, SIGNAGE, MAIL BOXES, PARKING AREAS, STRUCTURES OR FENCES SHALL BE ERECTED WITHIN THE RIGHTS-OF-WAY PRIVATE BOULEVARDS, WHICH MIGHT DAMAGE THE STREET TREES OR THE PRIVATE BOULEVARD PLANTINGS OR MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS TO MAINTAIN THE PUBLIC STREET IMPROVEMENTS, UNLESS APPROVED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE LOT OWNERS SHALL CONTINUE TO PERFORM SUCH STREET, TREE AND LANDSCAPING MAINTENANCE AND STREET TREES AND PLANTING REPLACEMENT AS MAY BE NEEDED WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH PUBLIC STREET TREE OR LANDSCAPING RELATED MAINTENANCE ACTIVITIES, THE OWNERS OF THE LOTS 1, 2 AND 3, 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 LANGUAGE ON THIS CSM, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANY MAINTENANCE ACTIVITIES.

6. THE DEVELOPER HEREBY COVENANTS THAT THE OWNERS OF LOTS 1 AND 2 SHALL HAVE THE OBLIGATION OF MAINTAINING AND REPLACING THE BERMS, TREES, PLANTINGS AND IRRIGATION SYSTEMS LOCATED WITHIN THE DEDICATED 35' LANDSCAPING, BERM, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT AREAS SHOWN ALONG BAIN STATION ROAD AS SHOWN ON THIS CSM. SUCH MAINTENANCE SHALL INCLUDE WITHOUT LIMITATION AND AS NEEDED STAKING, MULCHING, WEEDING, PRUNING, WATERING, REPLANTING, AND REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH AROUND THE TREES IN ORDER TO PREVENT A NUISANCE CONDITION AND REPAIRING OR REPLACING THE UNDERGROUND IRRIGATION SYSTEMS. NO DRIVEWAYS, SIGNAGE, MAIL BOXES, PARKING AREAS, STRUCTURES OR FENCES SHALL BE ERECTED WITHIN THE EASEMENT AREAS, WHICH MIGHT DAMAGE THE TREES OR PLANTINGS OR MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS TO MAINTAIN THE PUBLIC STREET IMPROVEMENTS. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER SHALL PERFORM SUCH LANDSCAPE MAINTENANCE, MOWING AND TREES AND PLANTING REPLACEMENTS AS MAY BE NEEDED WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH LANDSCAPING, RELATED MAINTENANCE ACTIVITIES, THE LOT OWNERS, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.0627 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATION AND EASEMENT PROVISIONS LANGUAGE ON THIS CSM, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANY MAINTENANCE ACTIVITIES.

7. THE DEVELOPER HEREBY COVENANTS THAT LOT 2 SHALL HAVE THE OBLIGATION OF PROTECTING AND PRESERVING THE 15'x50' DEDICATED VISION TRIANGLE EASEMENT AREAS ON LOT 2 OF THIS CSM TO MAINTAIN A CLEAR SIGHT LINE OF VISION AT EACH IDENTIFIED INTERSECTION. THERE SHALL BE NO OBSTRUCTIONS, SUCH AS BUT NOT LIMITED TO STRUCTURES, SIGNAGE, FENCES, RETAINING WALLS, VEHICULAR PARKING, VEGETATION AND SHELTERS WITHIN THE 15'x50' DEDICATED VISION TRIANGLE EASEMENT BETWEEN THE HEIGHTS OF TWO (2) FEET AND 10 FEET UNLESS EXPRESSLY APPROVED IN WRITING BY THE VILLAGE. THIS RESTRICTION IS FOR THE BENEFIT OF THE TRAVELING PUBLIC AND SHALL BE ENFORCEABLE BY THE VILLAGE.



# CERTIFIED SURVEY MAP

## SURVEYOR'S CERTIFICATE:

I, TROY E. HEWITT, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF FOUNTAIN RIDGE, LLC, I HAVE SURVEYED, MAPPED AND DIVIDED PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1N-R22E AND ALL OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NUMBER 2817, DOCUMENT NUMBER 1780815, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, T1N-R22E, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N03°17'20"W, 885.72 FEET ON THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S89°53'45"W, 986.42 FEET ON THE NORTHERLY LINE OF CERTIFIED SURVEY MAP NUMBER 2817 (CSM #2817) EXTENDED EASTERLY TO THE NORTHEAST CORNER OF SAID LOT 1, THE POINT OF BEGINNING; THENCE S00°06'26"E, 415.10 FEET ON THE EAST LINE OF SAID LOT 1; THENCE S03°22'44"E, 107.21 FEET ON SAID EAST LINE TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE N87°25'10"E, 172.23 FEET ON THE NORTH LINE OF SAID LOT 3; THENCE S67°28'30"E, 159.28 FEET ON SAID NORTH LINE TO THE WESTERLY RIGHT OF WAY OF 90TH AVENUE; THENCE 65.91 FEET ON THE ARC OF A 156.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS S10°57'04"W, 65.42 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE S01°09'12"E, 181.73 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE 44.49 FEET ON THE ARC OF A 267.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS S05°55'37"E, 44.44 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE S10°42'02"E, 104.62 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE 41.34 FEET ON THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S05°37'03"E, 41.29 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE S00°32'04"E, 220.79 FEET ON SAID WESTERLY RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY OF BAIN STATION ROAD; THENCE 654.11 FEET ON THE ARC OF A 11,483.94 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N88°52'57"W, 654.02 FEET ON SAID NORTHERLY RIGHT OF WAY TO THE EAST LINE OF LOT 46, ASHBURY CREEK SUBDIVISION; THENCE N02°36'11"W, 1149.28 FEET ON THE EAST LINE OF SAID ASHBURY CREEK SUBDIVISION; THENCE N43°39'58"E, 81.28 FEET ON SAID EAST LINE EXTENDED NORTHEASTERLY TO A NORTHWEST CORNER OF SAID LOT 1; THENCE N89°53'45"E, 302.43 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 631,433 SQUARE FEET (14.496 ACRES) OF LAND MORE OR LESS.

THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND CHAPTER 395 OF THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE IN THE SURVEYING, MAPPING AND DIVIDING OF THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

TROY E. HEWITT PLS #2831  
ROBERT E. LEE & ASSOCIATES, INC.

### CURVE TABLE

| CURVE # | DELTA     | RADIUS    | LENGTH  | CHORD DIRECTION | CHORD LENGTH | TANGENT BEARING | SECOND TANGENT BEARING |
|---------|-----------|-----------|---------|-----------------|--------------|-----------------|------------------------|
| C1      | 24°12'32" | 156.00'   | 65.91'  | S10°57'04"W     | 65.42'       | S23°03'20"W     | S01°09'12"E            |
| C2      | 9°32'50"  | 267.00'   | 44.49'  | S05°55'37"E     | 44.44'       | S01°09'12"E     | S10°42'02"E            |
| C3      | 10°09'58" | 233.00'   | 41.34'  | S05°37'03"E     | 41.29'       | N00°32'04"W     | N10°42'02"W            |
| C4      | 1°25'57"  | 11483.94' | 287.12' | N89°47'53"W     | 287.12'      | S89°04'54"E     | N89°29'08"E            |
| C5      | 1°49'51"  | 11483.94' | 366.99' | N88°09'59"W     | 366.97'      | S87°15'03"E     | S89°04'54"E            |
| C6      | 3°15'48"  | 11483.94' | 654.11' | N82°52'57"W     | 654.02'      | S87°15'03"E     | N89°29'08"E            |





# CERTIFIED SURVEY MAP \_\_\_\_\_

## VILLAGE PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
THOMAS W. TERWALL  
VILLAGE PLAN COMMISSION CHAIRMAN

## VILLAGE BOARD APPROVAL

RESOLVED THAT THIS CERTIFIED SURVEY MAP, HAVING BEEN APPROVED BY THE PLAN COMMISSION BEING THE SAME, IS HEREBY APPROVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
~~MICHAEL J. SERPE~~  
VILLAGE PRESIDENT ~~PRO-TEM~~

John P. Steinbrink

ATTEST:

\_\_\_\_\_  
~~JANE M. ROMANOWSKI~~  
VILLAGE CLERK

Jane C. Snell



**ROBERT E. LEE & ASSOCIATES, INC.**

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

1250 CENTENNIAL CENTRE BOULEVARD

HOBART, WI 54155

INTERNET: WWW.RELEEINC.COM

PHONE:(920) 662-9641

FAX:(920) 662-9141



# 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: gun Place

Legal Description: LOT 1 & LOT 3, CSM 2817

Tax Parcel Number(s): 91-4-122-084-0221 & 91-4-122-084-0223

Existing Zoning District(s): \_\_\_\_\_

**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:**

Print Name: JEFF MARLOW

Signature: \_\_\_\_\_

Address: 1300 N. Kinross CT

Green Bay WI 54313  
(City) (State) (Zip)

Phone: 920-662-1611

Fax: 920-662-8204

Email: Jmarlow@lexingtonneighborhoods.com

Date: \_\_\_\_\_

**APPLICANT/AGENT:**

Print Name: Troy Hewitt

Signature: \_\_\_\_\_

Address: 1250 Centennial Centre Blvd

Hosart WI 54313  
(City) (State) (Zip)

Phone: 920-662-9641

Fax: 920-662-9141

Email: thewitt@relcoinc.com

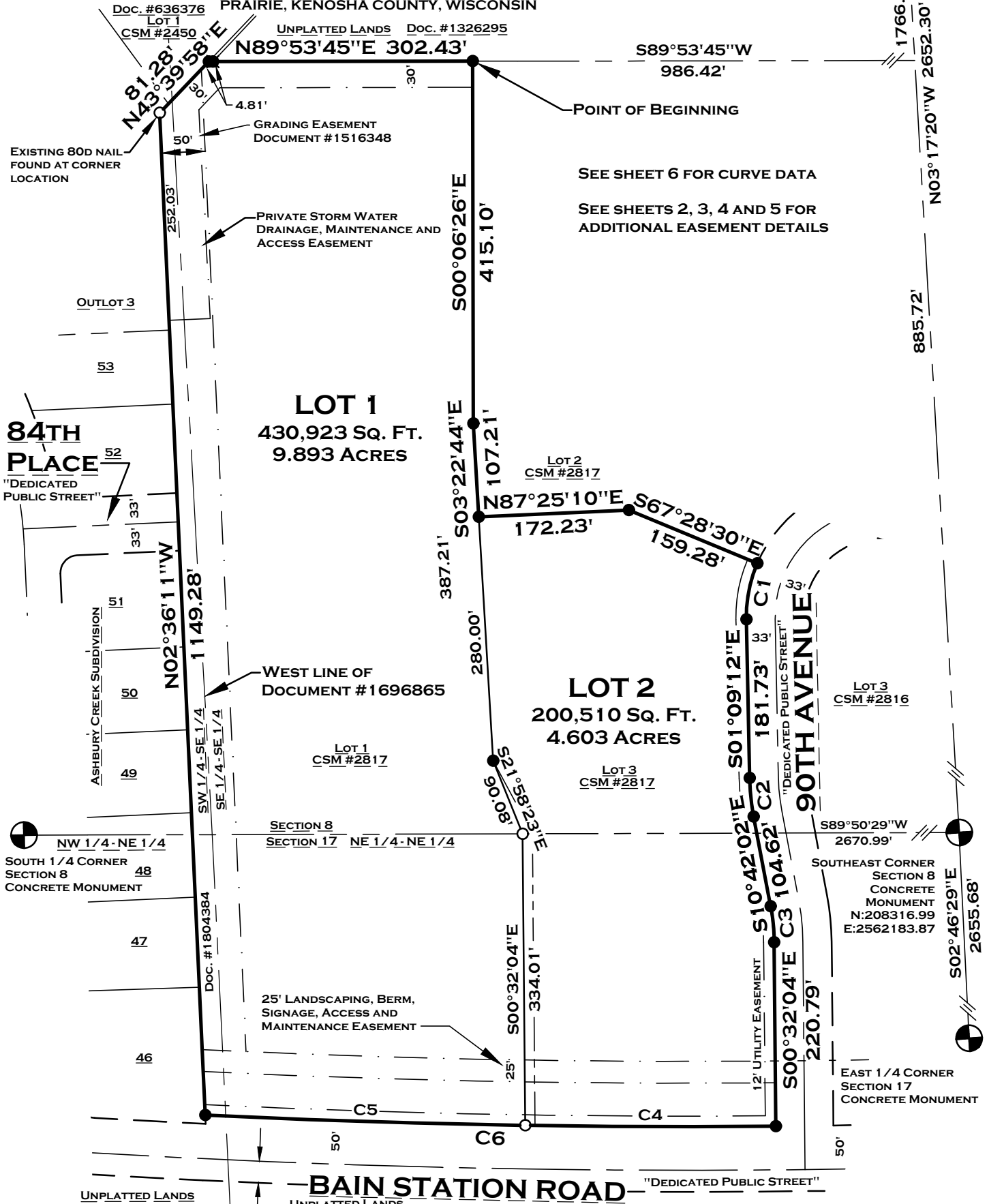
Date: 3-12-18



# CERTIFIED SURVEY MAP

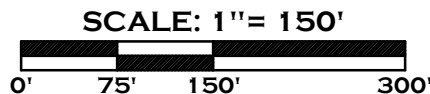
PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1N-R22E AND ALL OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NUMBER 2817, DOCUMENT NUMBER 1780815, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1N-R22E, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

EAST 1/4 CORNER SECTION 8 CONCRETE MONUMENT



## LEGEND

- EXISTING 1"Ø IRON PIPE
- SET 1" X 18" IRON PIPE WITH CAP WEIGHING 1.38 LBS./LIN. FT.
- ⊙ RECORDED COUNTY MONUMENT
- ⊠ EXISTING 3/4"Ø IRON ROD



ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 8 BEARS N03°17'20"W.

SHEET 1 OF 13

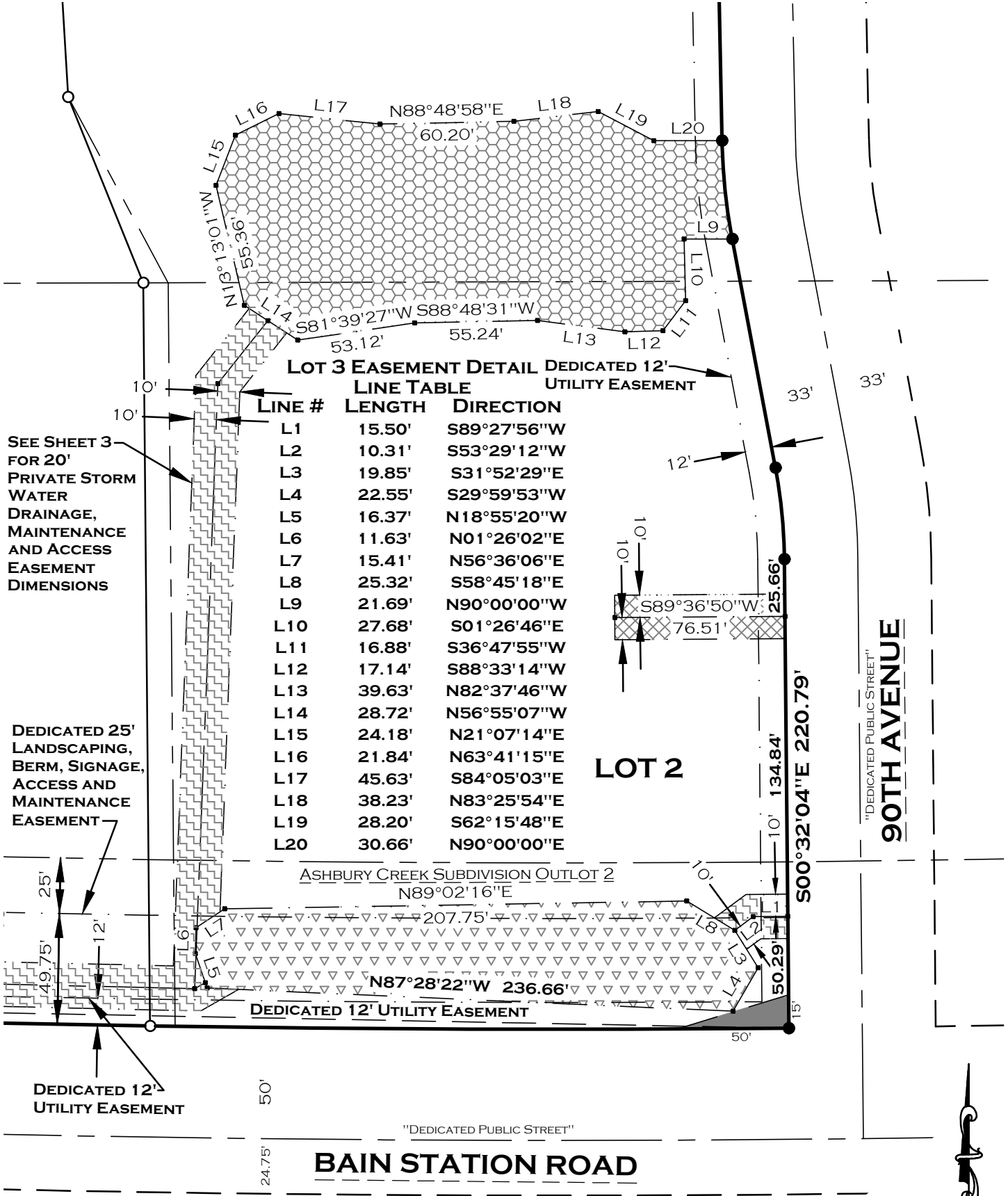







**ROBERT E. LEE & ASSOCIATES, INC.**  
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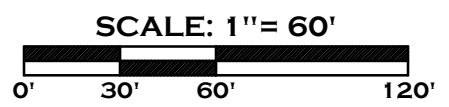
PHONE: (920) 662-9641  
 FAX: (920) 662-9141

# CERTIFIED SURVEY MAP

## LOT 2 EASEMENT DETAILS



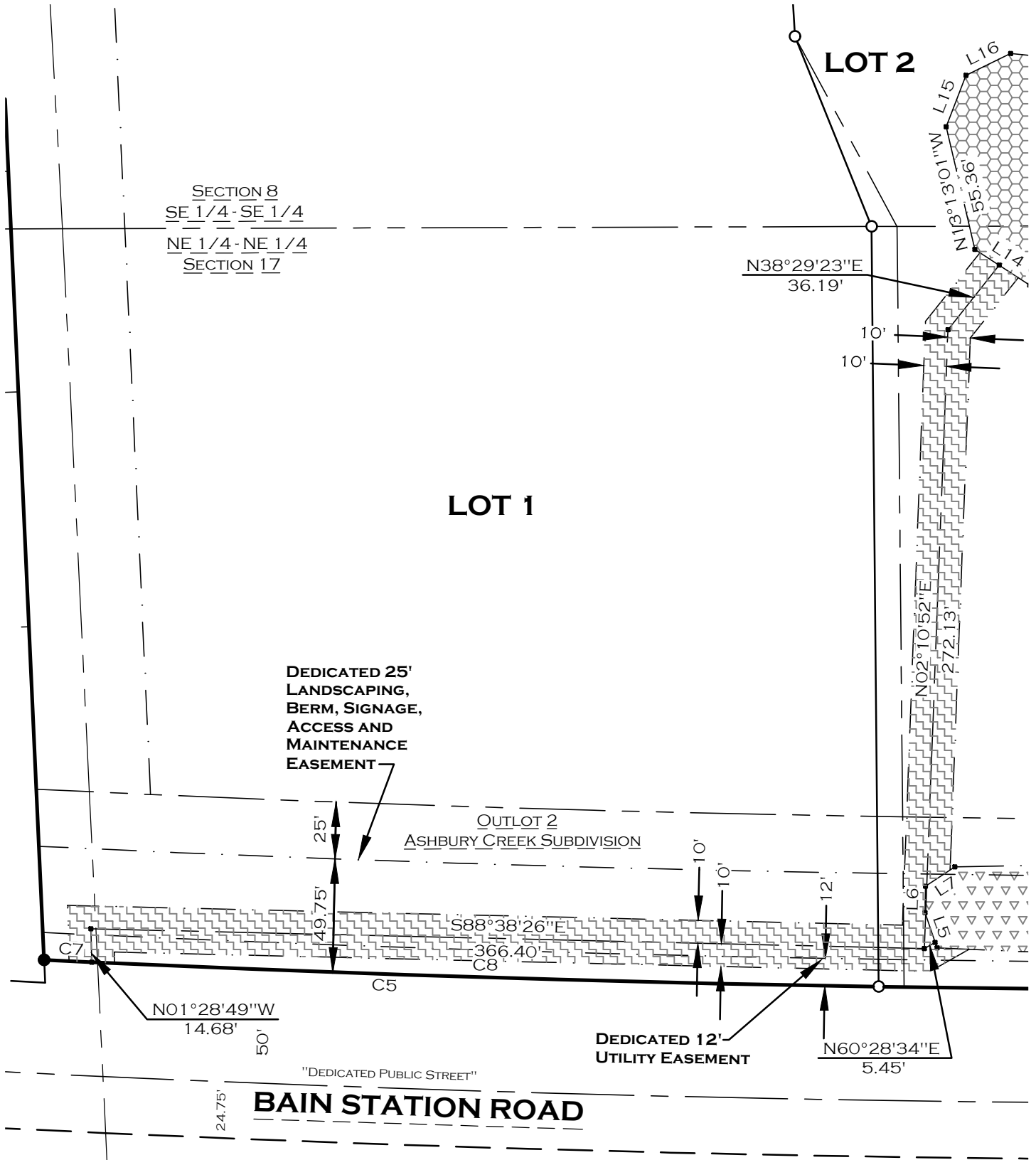
-  20' PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT
-  PRIVATE STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
-  PRIVATE STORM WATER DRAINAGE, DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
-  20' PRIVATE WATER, ACCESS AND MAINTENANCE EASEMENT
-  15' x 50' VISION TRIANGLE EASEMENT








# CERTIFIED SURVEY MAP

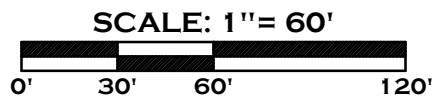
## LOTS 1 AND 2 EASEMENT DETAILS



LOT 1 AND 3 EASEMENT DETAIL CURVE TABLE

| CURVE # | DELTA    | RADIUS    | LENGTH  | CHORD DIRECTION | CHORD LENGTH | TANGENT BEARING | SECOND TANGENT BEARING |
|---------|----------|-----------|---------|-----------------|--------------|-----------------|------------------------|
| C5      | 1°49'51" | 11483.94' | 366.99' | S88°09'59"E     | 366.97'      | S87°15'03"E     | S89°04'54"E            |
| C7      | 0°06'17" | 11483.94' | 20.96'  | S87°18'11"E     | 20.96'       | S87°15'03"E     | S87°21'20"E            |
| C8      | 1°43'35" | 11483.94' | 346.02' | S88°13'07"E     | 346.01'      | S87°21'20"E     | S89°04'54"E            |

-  20' PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT
-  PRIVATE STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
-  PRIVATE STORM WATER DRAINAGE, DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT

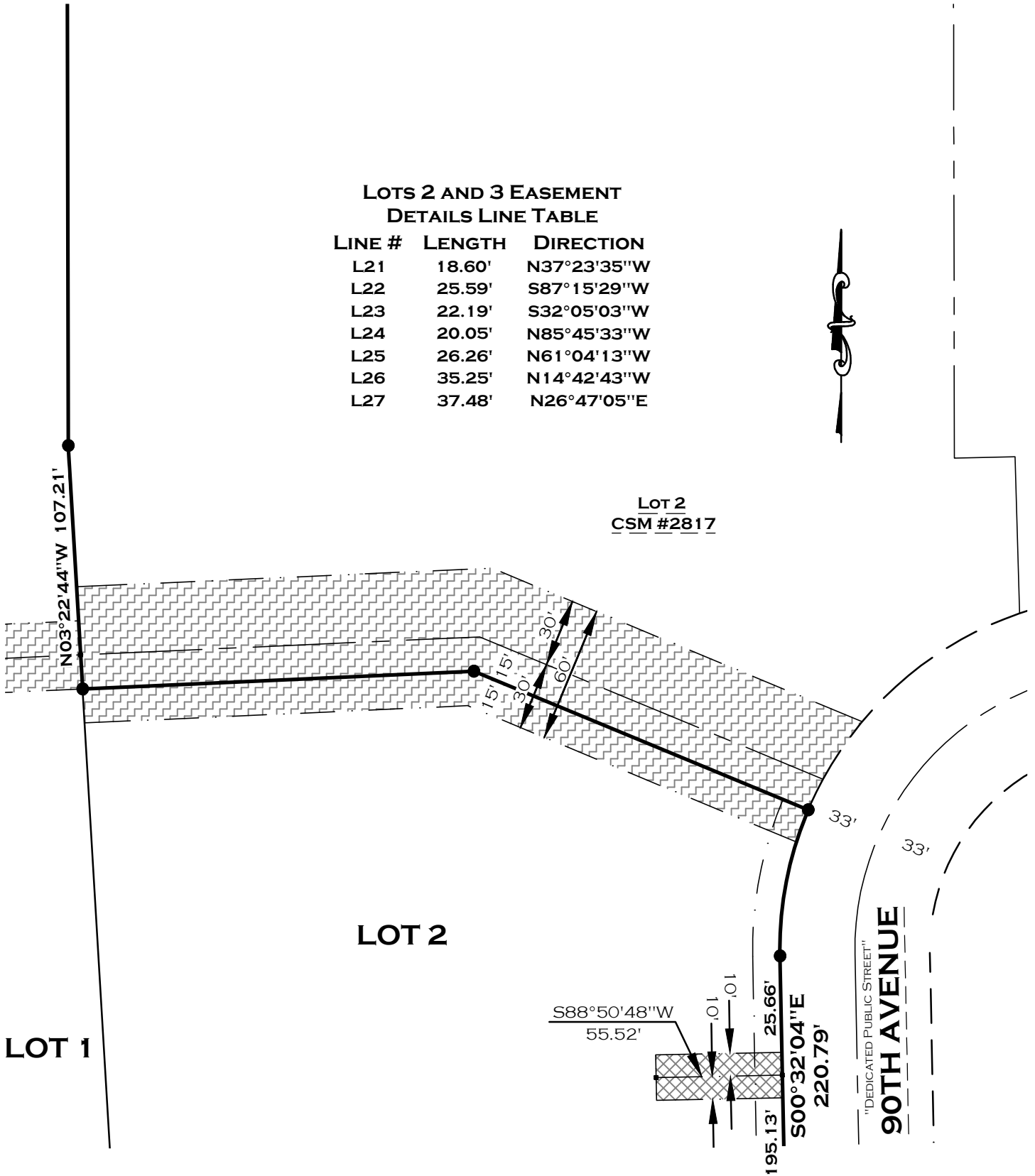


# CERTIFIED SURVEY MAP

## LOT 2 EASEMENT DETAILS

### LOTS 2 AND 3 EASEMENT DETAILS LINE TABLE

| LINE # | LENGTH | DIRECTION   |
|--------|--------|-------------|
| L21    | 18.60' | N37°23'35"W |
| L22    | 25.59' | S87°15'29"W |
| L23    | 22.19' | S32°05'03"W |
| L24    | 20.05' | N85°45'33"W |
| L25    | 26.26' | N61°04'13"W |
| L26    | 35.25' | N14°42'43"W |
| L27    | 37.48' | N26°47'05"E |



 20' PRIVATE WATER, ACCESS AND MAINTENANCE EASEMENT

 PRIVATE STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT

 DEDICATED 60' PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT

R:\4300\4329\4329082\dwg\2018 4329082csm\_STATE PLANE.dwg

**SHEET 4 OF 13**



**ROBERT E. LEE & ASSOCIATES, INC.**

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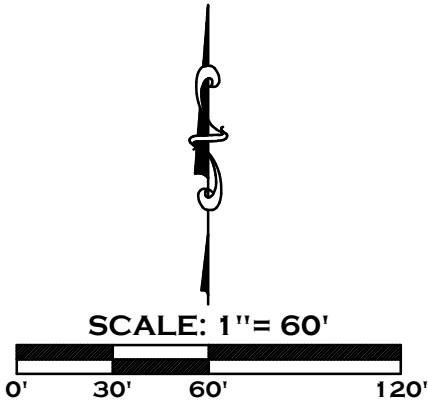
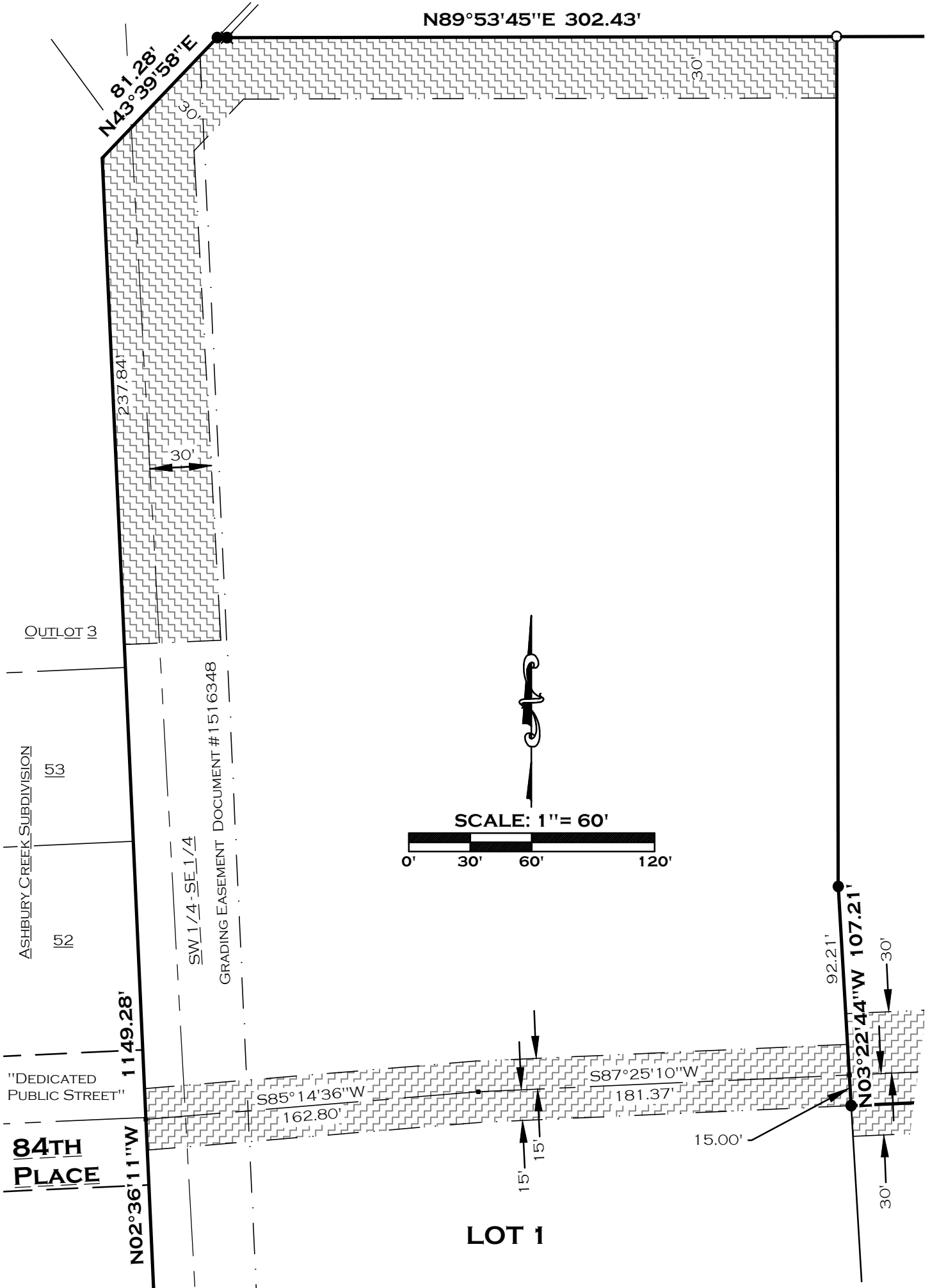
SCALE: 1" = 60'



# CERTIFIED SURVEY MAP

## LOT 1 EASEMENT DETAILS

N89°53'45"E 302.43'



 PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT

 DEDICATED 30' PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT

SHEET 5 OF 13



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# CERTIFIED SURVEY MAP \_\_\_\_\_

## DEDICATION AND EASEMENT PROVISIONS

1. NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED 12' UTILITY EASEMENT ON THIS CSM ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER ("THE GRANTOR") TO WE ENERGIES F/K/A WISCONSIN ELECTRIC POWER COMPANY, AMERITECH-WISCONSIN F/K/A WISCONSIN BELL, INC. AND TIME WARNER CABLE INC. AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "UTILITY AND COMMUNICATIONS GRANTEE"), FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, REPAIRING, ALTERING, REPLACING AND MAINTAINING UTILITY AND COMMUNICATION LINES AND OTHER RELATED FACILITIES TO SERVE THE LOTS (OR PORTIONS THEREOF) SHOWN ON THIS CSM AND FOR ANY RELATED INGRESS AND EGRESS. THESE EASEMENTS SHALL ALSO INCLUDE THE RIGHT TO TRIM OR CUT DOWN TREES, BUSHES, BRANCHES, AND ROOTS AS REASONABLY REQUIRED SO AS NOT TO INTERFERE WITH THE UTILITY AND COMMUNICATIONS GRANTEE USE OF THE EASEMENT AREAS. TO THE EXTENT POSSIBLE, ALL SUCH UTILITY AND COMMUNICATIONS LINES AND FACILITIES SHALL BE INSTALLED UNDERGROUND. UPON THE INSTALLATION OF THE UTILITY CABLES AND RELATED APPURTENANCES, THE ELEVATION OF THE EXISTING GROUND SURFACE WITHIN THE EASEMENT AREAS SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES OF FINAL GRADE WITHOUT THE WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATIONS GRANTEES. THE GRANTOR SHALL RESTORE OR CAUSE TO BE RESTORED, ALL SUCH LAND, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO INSTALLING SUCH UTILITIES AND COMMUNICATIONS LINES WITHIN THE EASEMENT AREAS AS SUCH RESTORATION DOES NOT INTERFERE WITH THE PURPOSES OF THE UTILITY AND COMMUNICATIONS EASEMENTS AND THE USE OF SUCH EASEMENTS BY THE UTILITY AND COMMUNICATIONS GRANTEES UNLESS A SEPARATE AGREEMENT IS ENTERED INTO BETWEEN THE GRANTOR AND GRANTEE REGARDING THE TRANSFER OF THE RESTORATION AND MAINTENANCE RESPONSIBILITIES TO THE GRANTEE. NO BUILDINGS, SIGNAGE, FENCES, OR STRUCTURES OF ANY KIND SHALL BE PLACED WITHIN THE UTILITY AND COMMUNICATION EASEMENT AREAS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITY AND COMMUNICATIONS GRANTEE.

THE VILLAGE GENERALLY ALLOWS PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC AND COMMUNICATIONS FACILITIES, TO BE INSTALLED IN PUBLIC STREET RIGHT-OF-WAYS WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE, SUBJECT TO THE REQUIREMENTS OF APPLICABLE VILLAGE ORDINANCES AND THE REQUIREMENTS OF SUCH PUBLIC USES AND PURPOSES OF THE VILLAGE. FURTHER, EACH INDIVIDUAL PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY SHALL BE RESPONSIBLE FOR PROMPTLY RESTORING THE PUBLIC STREET AREAS AND PUBLIC HIGHWAY AREAS TO THEIR PRE-EXISTING CONDITION, AT ITS OWN COST, AFTER ANY USE OF SUCH AREAS. IN THE EVENT THE PRIVATE COMPANIES DO NOT RESTORE THE EASEMENT AREAS TO THE PROPER GRADE AND TO A VEGETATIVELY STABILIZED CONDITION, THE DEVELOPER SHALL BE ULTIMATELY RESPONSIBLE FOR THE COSTS OF SUCH RESTORATION AND MAY PURSUE ITS REMEDIES AGAINST THE RESPECTIVE UTILITY COMPANY(S). UNDER NO CIRCUMSTANCES SHALL ANY PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY CONDUCT ANY OPEN CUTTING OF PUBLIC ROADWAYS AFTER THE CONCRETE ROADWAY COURSE IS INSTALLED WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE. ANY SUCH PRIVATE UTILITY OR COMMUNICATIONS FACILITIES SHALL BE PROMPTLY RELOCATED, AT THE COST OF THE INDIVIDUAL UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY, UPON WRITTEN REQUEST OF THE VILLAGE, TO SERVE THE PUBLIC FUNCTIONS AND PURPOSES OF THE VILLAGE IN THE PUBLIC STREET AREA. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE VILLAGE AND THE RIGHTS OF THE PRIVATE UTILITY, ELECTRIC OR COMMUNICATIONS COMPANY IN SUCH PUBLIC STREET AREAS, THE VILLAGE'S RIGHTS SHALL BE DEEMED TO BE SUPERIOR.

2. NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS EITHER A 20' OR PRIVATE STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT ON THIS CSM ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PRIVATE STORM WATER MANAGEMENT PURPOSES, DRAINAGEWAYS, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, MAINTENANCE AND EGRESS. THESE STORM WATER EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR: (1) SUCH OTHER EASEMENTS AS MAY BE DEDICATED AND CONVEYED HEREIN WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF; (2) SUCH USE, PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE DEVELOPER, COLLECTIVELY THE LOT OWNERS AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE; AND (3) SUCH FUTURE DRIVEWAYS OR OTHER USES OF THE EASEMENT AREAS AS MAY BE APPROVED BY THE VILLAGE AND SUBJECT TO ANY CONDITIONS THAT THE VILLAGE MAY IMPOSE. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE DEVELOPER, THE EASEMENT RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF THE LOT OWNERS OR OTHER ENTITIES WITH RESPECT TO THE 20' PRIVATE STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION AND MAINTENANCE OF ALL PRIVATE STORM WATER DRAINAGE AND DRAINAGE WAY IMPROVEMENTS CONTAINED WITHIN THESE NONEXCLUSIVE EASEMENTS.



# CERTIFIED SURVEY MAP

3. NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A PRIVATE STORM WATER DRAINAGE, RETENTION/DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT ON THIS CSM ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PRIVATE STORM WATER MANAGEMENT PURPOSES, STORM WATER RETENTION/RETENTION BASIN PURPOSES, PUBLIC DRAINAGEWAYS, AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, LANDSCAPING, SIGNAGE, MAINTENANCE, ACCESS AND MAINTENANCE, INGRESS AND EGRESS. THESE EASEMENTS SHALL BE EXCLUSIVE, EXCEPT FOR: (1) SUCH OTHER EASEMENTS AS MAY BE DEDICATED AND CONVEYED HEREIN TO OTHERS WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF AND (2) SUCH USE, PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE EASEMENT AREAS WHICH SHALL BE REQUIRED BY THE DEVELOPER, COLLECTIVELY THE LOT OWNERS FOR THE AREAS AS SHOWN ON THIS CSM AS IT WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICT BETWEEN THE RIGHTS OF THE DEVELOPER, THE EASEMENT RIGHTS OF THE VILLAGE PURSUANT TO THESE EASEMENTS AND THE RIGHTS OF THE LOT OWNERS OR OTHER ENTITIES WITH RESPECT TO THE 20' PRIVATE STORM WATER, DRAINAGE, RETENTION/DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE INSTALLATION AND MAINTENANCE OF THE 20' PRIVATE STORM WATER DRAINAGE, RETENTION/DETENTION BASIN, OPEN SPACE AREAS, LANDSCAPE AREAS AND DRAINAGE WAY IMPROVEMENTS CONTAINED IN THESE NONEXCLUSIVE EASEMENTS.

4. NONEXCLUSIVE EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS DEDICATED 25' LANDSCAPING, BERM, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT AREAS ON THIS CSM ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE LOT OWNERS FOR LANDSCAPING, SIGNAGE, LIGHTING, ACCESS AND MAINTENANCE AND FOR ALL RELATED CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, MAINTENANCE, 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 TO THE UTILITY AND COMMUNICATION GRANTEE; (2) SUCH EASEMENTS AS DEDICATED AND CONVEYED HEREIN WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF TO THE VILLAGE; AND (3) SUCH TEMPORARY USE, PLANTING, CARE AND MAINTENANCE RESPONSIBILITIES OF THE DEVELOPER WHICH SHALL BE REQUIRED UNTIL SUCH RESPONSIBILITY IS TRANSFERRED TO LOT OWNERS AS IT WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICT BETWEEN THE EASEMENT RIGHTS OF THE DEVELOPER OR THE EASEMENT RIGHTS THAT MAY BE GRANTED TO THE UTILITY AND COMMUNICATION GRANTEE OR THE VILLAGE PURSUANT TO THESE EASEMENT AREAS, THE VILLAGE'S RIGHTS UNDER THE EASEMENT GRANTED TO IT SHALL BE DEEMED TO BE SUPERIOR. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO ANY EASEMENT AREAS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THE EASEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE THE PLANTING AND WARRANTY PERIOD AND THEN THE LOT OWNERS SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE INSTALLATION AND MAINTENANCE OF THE LANDSCAPING, SIGNAGE, LIGHTING AND OPEN SPACE AREAS WITHIN THE EASEMENTS.

5. EASEMENTS COEXTENSIVE WITH THE AREA SHOWN AS A 30' AND 60' DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT ON THIS CSM ON LOTS 1 AND 2 ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PUBLIC SANITARY SEWER SYSTEM IMPROVEMENTS, USES AND PURPOSES, AND FOR ALL RELATED INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES. THIS PUBLIC SANITARY SEWER EASEMENT SHALL BE EXCLUSIVE, EXCEPT FOR: (1) THE DEVELOPER'S TEMPORARY EASEMENT RETAINED FOR THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES FOR THE PUBLIC SANITARY SEWER SYSTEM IMPROVEMENTS, USES AND PURPOSES, AND FOR ALL RELATED INGRESS AND EGRESS; (2) SUCH OTHER EASEMENTS AS MAY BE DEDICATED ON THIS CSM WITH RESPECT TO THE SAME AREA OR ANY PORTION THEREOF; AND (3) SUCH PLANTING, CARE, AND MAINTENANCE OF THE EASEMENT AREAS BY THE LOT OWNERS ON WHICH THE EASEMENTS ARE LOCATED AS WILL NOT INTERFERE WITH THE IMPROVEMENTS, USES AND PURPOSES OF THE VILLAGE. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE VILLAGE PURSUANT TO THESE PUBLIC SANITARY SEWER MAIN EASEMENT AREA AND THE RIGHTS OF OTHER PERSONS OR ENTITIES WITH RESPECT TO THE PUBLIC SANITARY SEWER EASEMENT AREA, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR.



# CERTIFIED SURVEY MAP

7. EASEMENTS COEXTENSIVE WITH THE AREAS SHOWN AS A DEDICATED PRIVATE SANITARY SEWER, PRIVATE WATER, ACCESS AND MAINTENANCE EASEMENT ON THIS CSM ON LOTS 1 AND 2 ARE HEREBY GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PRIVATE SANITARY SEWER SYSTEM IMPROVEMENTS, PRIVATE WATER SYSTEM IMPROVEMENTS, USES AND PURPOSES, AND FOR ALL RELATED INGRESS AND EGRESS, CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, INSTALLATION, REPAIR, ALTERATION, REPLACEMENT AND MAINTENANCE ACTIVITIES FOR THE PRIVATE SANITARY SEWER AND PRIVATE WATER SYSTEM IMPROVEMENTS, USES AND PURPOSES. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT HEREUNDER WITH RESPECT TO ANY EASEMENT AREAS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THE EASEMENTS. IN THE EVENT OF ANY CONFLICTS BETWEEN THE RIGHTS OF THE VILLAGE PURSUANT TO THESE PRIVATE SANITARY SEWER AND PRIVATE WATER MAIN EASEMENT AND THE RIGHTS OF OTHER PERSONS OR ENTITIES WITH RESPECT TO THE SANITARY SEWER AND WATER MAIN EASEMENT AREA, THE VILLAGE'S RIGHTS UNDER THESE EASEMENTS SHALL BE DEEMED TO BE SUPERIOR.

8. PERPETUAL NONEXCLUSIVE EASEMENTS CO-EXTENSIVE WITH THE AREAS SHOWN AS 15' X 50' DEDICATED VISION TRIANGLE EASEMENTS ON LOT 2 OF THIS CSM ARE HEREBY DEDICATED, GIVEN, GRANTED, AND CONVEYED BY THE OWNER TO THE VILLAGE TO MAINTAIN A CLEAR SIGHT LINE OF VISION AT EACH IDENTIFIED INTERSECTION. THERE SHALL BE NO OBSTRUCTIONS, SUCH AS BUT NOT LIMITED TO STRUCTURES, SIGNAGE, FENCES, RETAINING WALLS, VEHICULAR PARKING, VEGETATION AND SHELTERS WITHIN THE 15'X50' DEDICATED VISION TRIANGLE EASEMENT BETWEEN THE HEIGHTS OF TWO (2) FEET AND 10 FEET UNLESS EXPRESSLY APPROVED IN WRITING BY THE VILLAGE. THIS RESTRICTION IS FOR THE BENEFIT OF THE TRAVELING PUBLIC AND SHALL BE ENFORCEABLE BY THE VILLAGE AND KENOSHA COUNTY.

## RESTRICTIVE COVENANTS

1. FOUNTAIN RIDGE LLC (REFERRED TO AS THE "DEVELOPER") HEREBY COVENANTS THAT THE OWNERS OF LOTS 1 AND 2 SHOWN ON THIS CSM SHALL HAVE THE OBLIGATION OF MAINTAINING THE IMPROVEMENTS IN THE 20' PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT AREAS ON THEIR RESPECTIVE LOTS AND THE PRIVATE STORMWATER DRAINAGE, RETENTION/DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREAS LOCATED WITHIN LOTS 1 AND 2 SHOWN ON THIS CSM IN A FUNCTIONAL, NEAT AND NUISANCE FREE CONDITION TO HANDLE STORM WATER IN THE DEVELOPMENT. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, GRADING, SEEDING OR SODDING, MAINTAINING EROSION CONTROL METHODS TO PROTECT THE DRAINAGEWAYS; DITCHING TO REESTABLISH DESIGN CAPACITY; REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH; CLEARING, REPAIRING AND REPLACING INLETS, OUTLETS AND CATCH BASIN STRUCTURES; MOWING; AND WEEDING TO PREVENT NUISANCE CONDITIONS. CLEAN, TELEWISE, AND REPAIR SEWERS AND SEWER STRUCTURES TO MAINTAIN A CLEAN, SAFE AND FUNCTIONAL SYSTEM. MINIMIZE AND ELIMINATE, TO THE MAXIMUM EXTENT PRACTICABLE, THE INFILTRATION OF STORM OR GROUND WATER INTO THE SEWER SYSTEM. NO DRIVEWAYS, FENCES, SIGNAGE OR STRUCTURES SHALL BE ERECTED WITHIN THE STORM WATER DRAINAGE EASEMENT AREAS WHICH BLOCKS, DIVERTS OR RE-ROUTS THE DRAINAGE FLOW OR WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE. THE DEVELOPER SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO STORM WATER DRAINAGE MAINTENANCE ACTIVITIES UPON THE DEVELOPED TRANSFER OF SAID LOTS TO THE LOT OWNERS WHO THEN SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH STORM WATER DRAINAGE OR RETENTION/DETENTION BASIN MAINTENANCE ACTIVITIES, THE OWNERS OF THE REFERENCED LOTS SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.0627 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATION AND EASEMENT PROVISIONS ON THIS CSM WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.



# CERTIFIED SURVEY MAP \_\_\_\_\_

2. THE DEVELOPER HEREBY COVENANTS THAT THE OWNERS OF LOTS 1 AND 2 SHOWN ON THIS CSM SHALL HAVE THE OBLIGATION OF MAINTAINING THE IMPROVEMENTS IN THE PRIVATE STORM WATER DRAINAGE, RETENTION/DETENTION BASIN, MAINTENANCE AND ACCESS EASEMENT AREAS LOCATED WITHIN LOT 2 SHOWN ON THIS CSM AND LOT 3, CSM #2817 IN A FUNCTIONAL, NEAT AND NUISANCE FREE CONDITION TO HANDLE STORM WATER IN THE DEVELOPMENT. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION AND AS NEEDED, GRADING, SEEDING OR SODDING, MAINTAINING EROSION CONTROL METHODS TO PROTECT THE DRAINAGEWAYS; EXCAVATING OR DITCHING TO REESTABLISH BASIN DESIGN CAPACITY; REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH; CLEARING, REPAIRING AND REPLACING INLETS, OUTLETS AND CATCH BASIN STRUCTURES; MOWING; AND WEEDING TO PREVENT NUISANCE CONDITIONS. CLEAN, TELEVISION, AND REPAIR SEWERS AND SEWER STRUCTURES TO MAINTAIN A CLEAN, SAFE AND FUNCTIONAL SYSTEM. MINIMIZE AND ELIMINATE, TO THE MAXIMUM EXTENT PRACTICABLE, THE INFILTRATION OF STORM OR GROUND WATER INTO THE SEWER SYSTEM. NO DRIVEWAYS, FENCES, SIGNAGE OR STRUCTURES SHALL BE ERRECTED WITHIN THE STORM WATER DRAINAGE OR BASIN EASEMENT AREAS WHICH BLOCKS, DIVERTS OR RE-ROUTS THE DRAINAGE FLOW OR WHICH MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS, UNLESS EXPRESS WRITTEN APPROVAL IS GRANTED BY THE VILLAGE AND SUBJECT TO ANY SUCH CONDITIONS AS THE VILLAGE MAY IMPOSE. THE DEVELOPER SHALL BE RELIEVED OF THESE MAINTENANCE OBLIGATIONS PERTAINING TO STORM WATER DRAINAGE MAINTENANCE ACTIVITIES UPON THE TRANSFER OF SAID LOTS TO THE LOT OWNERS WHO THEN SHALL PERFORM SUCH MAINTENANCE WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH STORM WATER DRAINAGE MAINTENANCE ACTIVITIES, THE OWNERS OF THE REFERENCED LOTS SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.0627 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATION AND EASEMENT PROVISIONS ON THIS CSM WITH RESPECT TO THE EASEMENTS, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANYTHING PURSUANT TO ITS RIGHTS UNDER THESE EASEMENTS.

3. THE DEVELOPER COVENANTS THAT THE 30' AND 60' DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENTS SHOWN ON LOTS 1 AND 2 ON THIS CSM HEREBY PLACES RESTRICTIONS ON LOTS 1 AND 2 BECAUSE OF THE LOCATION OF THE PUBLIC SANITARY SEWER MAIN EASEMENTS WHICH WERE 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 THE DEVELOPMENT.

THE DEVELOPER FURTHER COVENANTS THAT THERE SHALL BE NO BUILDINGS, SIGNAGE, FENCES, PARKING AREAS, DRIVEWAYS OR STRUCTURES OF ANY KIND PLACED WITHIN THE EASEMENT AREAS UNLESS EXPRESSLY APPROVED IN WRITING BY THE VILLAGE. FURTHERMORE, IF THE VILLAGE ALLOWS FOR THE PLACEMENT OF FENCING, SIGNAGE, PARKING AREAS, DRIVEWAYS OR LANDSCAPING WITHIN THE PUBLIC SEWER EASEMENT AREAS GRANTED TO THE VILLAGE AND IN THE EVENT THAT THE VILLAGE EXERCISES IT'S RIGHTS TO MAINTAIN, REPAIR OR REPLACE SAID PUBLIC SANITARY SEWER MAIN AND RELATED APPURTENANCES, THE OWNERS OF THE AFFECTED LOTS, NOT THE VILLAGE, SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH THE REMOVAL AND OR REPLACEMENT OF SAID FENCING, PARKING AREAS, DRIVEWAYS OR LANDSCAPING. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF THESE LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

4. THE DEVELOPER COVENANTS THAT THE OWNERS OF LOT 2 SHOWN ON THIS CSM SHALL HAVE THE OBLIGATION OF MAINTAINING THE IMPROVEMENTS IN THE 20' PRIVATE WATER, ACCESS AND MAINTENANCE EASEMENT AREAS SHOWN ON LOT 2 ON THIS CSM HEREBY PLACES RESTRICTIONS LOT 2 BECAUSE OF THE LOCATION OF THE PRIVATE WATER MAIN EASEMENTS WHICH WERE GIVEN, GRANTED AND CONVEYED BY THE DEVELOPER TO THE VILLAGE FOR PRIVATE WATER MAIN 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 THE DEVELOPMENT. OPERATE, MAINTAIN AND REPAIR WATER VALVES AND HYDRANTS AND THE REPAINTING OF HYDRANTS TO MAINTAIN A FUNCTIONAL SYSTEM. REPAIR OF BREAKS OR LEAKS IN THE WATERMANS, SERVICES OR LEADS.

THE DEVELOPER FURTHER COVENANTS THAT THERE SHALL BE NO BUILDINGS, SIGNAGE, FENCES, PARKING AREAS, DRIVEWAYS OR STRUCTURES OF ANY KIND PLACED WITHIN THE EASEMENT AREAS UNLESS EXPRESSLY APPROVED IN WRITING BY THE VILLAGE. FURTHERMORE, IF THE VILLAGE ALLOWS FOR THE PLACEMENT OF FENCING, SIGNAGE, PARKING AREAS, DRIVEWAYS OR LANDSCAPING WITHIN THE PRIVATE WATER EASEMENT AREAS GRANTED TO THE VILLAGE AND IN THE EVENT THAT THE VILLAGE EXERCISES ITS RIGHTS TO MAINTAIN, REPAIR OR REPLACE SAID PRIVATE WATER MAIN AND RELATED APPURTENANCES, THE OWNER(S) OF THE AFFECTED LOTS, NOT THE VILLAGE, SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH THE REMOVAL AND OR REPLACEMENT OF SAID FENCING, PARKING AREAS, DRIVEWAYS OR LANDSCAPING. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF THIS LOT, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH PRIVATE UTILITY MAINTENANCE ACTIVITIES, THE OWNER OF THE LOT 2, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.0627 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATION AND EASEMENT LANGUAGE ON THIS CSM, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANY MAINTENANCE ACTIVITIES.



# CERTIFIED SURVEY MAP \_\_\_\_\_

5. THE DEVELOPER HEREBY COVENANTS THAT THE OWNERS OF LOTS 1 THROUGH 2 SHALL HAVE THE OBLIGATION OF MAINTAINING AND REPLACING THE PUBLIC STREET TREES LOCATED WITHIN 83RD STREET, 84TH PLACE, 90TH AVENUE AND BAIN STATION ROAD AND THE LANDSCAPE PLANTINGS AND GRASSY TERRACE AREAS WITHIN LOTS 1 AND 2 AS SHOWN ON THIS CSM. SUCH PUBLIC STREET TREE AND PLANTINGS MAINTENANCE SHALL INCLUDE WITHOUT LIMITATION AND AS NEEDED STAKING, MULCHING, WEEDING, PRUNING, WATERING, REPLANTING, AND REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH AROUND THE TREES IN ORDER TO PREVENT A NUISANCE CONDITION. NO DRIVEWAYS, SIGNAGE, MAIL BOXES, PARKING AREAS, STRUCTURES OR FENCES SHALL BE ERECTED WITHIN THE RIGHTS-OF-WAY PRIVATE BOULEVARDS, WHICH MIGHT DAMAGE THE STREET TREES OR THE PRIVATE BOULEVARD PLANTINGS OR MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS TO MAINTAIN THE PUBLIC STREET IMPROVEMENTS, UNLESS APPROVED BY THE VILLAGE. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE LOT OWNERS SHALL CONTINUE TO PERFORM SUCH STREET, TREE AND LANDSCAPING MAINTENANCE AND STREET TREES AND PLANTING REPLACEMENT AS MAY BE NEEDED WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH PUBLIC STREET TREE OR LANDSCAPING RELATED MAINTENANCE ACTIVITIES, THE OWNERS OF THE LOTS 1, 2 AND 3, 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 LANGUAGE ON THIS CSM, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANY MAINTENANCE ACTIVITIES.

6. THE DEVELOPER HEREBY COVENANTS THAT THE OWNERS OF LOTS 1 AND 2 SHALL HAVE THE OBLIGATION OF MAINTAINING AND REPLACING THE BERMS, TREES, PLANTINGS AND IRRIGATION SYSTEMS LOCATED WITHIN THE DEDICATED 35' LANDSCAPING, BERM, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT AREAS SHOWN ALONG BAIN STATION ROAD AS SHOWN ON THIS CSM. SUCH MAINTENANCE SHALL INCLUDE WITHOUT LIMITATION AND AS NEEDED STAKING, MULCHING, WEEDING, PRUNING, WATERING, REPLANTING, AND REMOVING OF TRASH, DEBRIS, LEAVES AND BRUSH AROUND THE TREES IN ORDER TO PREVENT A NUISANCE CONDITION AND REPAIRING OR REPLACING THE UNDERGROUND IRRIGATION SYSTEMS. NO DRIVEWAYS, SIGNAGE, MAIL BOXES, PARKING AREAS, STRUCTURES OR FENCES SHALL BE ERECTED WITHIN THE EASEMENT AREAS, WHICH MIGHT DAMAGE THE TREES OR PLANTINGS OR MIGHT INTERFERE WITH THE VILLAGE'S RIGHTS TO MAINTAIN THE PUBLIC STREET IMPROVEMENTS. THIS COVENANT SHALL RUN WITH THE LAND, SHALL BE BINDING UPON THE OWNERS, ITS SUCCESSORS, ASSIGNS AND SUCCESSORS-IN-TITLE OF THE LOTS, IN THEIR CAPACITY AS OWNERS OF ANY SUCH LOTS, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE VILLAGE. THE DEVELOPER SHALL PERFORM SUCH LANDSCAPE MAINTENANCE, MOWING AND TREES AND PLANTING REPLACEMENTS AS MAY BE NEEDED WITHOUT COMPENSATION TO THE SATISFACTION OF THE VILLAGE.

TO THE EXTENT THAT THE VILLAGE PERFORMS ANY SUCH LANDSCAPING, RELATED MAINTENANCE ACTIVITIES, THE LOT OWNERS, SHALL BE LIABLE FOR ANY COSTS WHICH MAY BE INCURRED BY THE VILLAGE, WHICH THE VILLAGE MAY RECOVER FROM SUCH OWNERS AS SPECIAL ASSESSMENTS OR SPECIAL CHARGES UNDER SECTION 66.0627 (OR SUCCESSORS OR SIMILAR PROVISIONS) OF THE WISCONSIN STATUTES OR OTHERWISE ACCORDING TO LAW. UNLESS THE VILLAGE EXERCISES THE RIGHTS GRANTED TO IT IN THE DEDICATION AND EASEMENT PROVISIONS LANGUAGE ON THIS CSM, THE VILLAGE SHALL HAVE NO OBLIGATION TO DO ANY MAINTENANCE ACTIVITIES.

7. THE DEVELOPER HEREBY COVENANTS THAT LOT 2 SHALL HAVE THE OBLIGATION OF PROTECTING AND PRESERVING THE 15'x50' DEDICATED VISION TRIANGLE EASEMENT AREAS ON LOT 2 OF THIS CSM TO MAINTAIN A CLEAR SIGHT LINE OF VISION AT EACH IDENTIFIED INTERSECTION. THERE SHALL BE NO OBSTRUCTIONS, SUCH AS BUT NOT LIMITED TO STRUCTURES, SIGNAGE, FENCES, RETAINING WALLS, VEHICULAR PARKING, VEGETATION AND SHELTERS WITHIN THE 15'x50' DEDICATED VISION TRIANGLE EASEMENT BETWEEN THE HEIGHTS OF TWO (2) FEET AND 10 FEET UNLESS EXPRESSLY APPROVED IN WRITING BY THE VILLAGE. THIS RESTRICTION IS FOR THE BENEFIT OF THE TRAVELING PUBLIC AND SHALL BE ENFORCEABLE BY THE VILLAGE.





# CERTIFIED SURVEY MAP \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**

I, TROY E. HEWITT, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF FOUNTAIN RIDGE, LLC, I HAVE SURVEYED, MAPPED AND DIVIDED PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1N-R22E AND ALL OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NUMBER 2817, DOCUMENT NUMBER 1780815, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1N-R22E, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N03°17'20"W, 885.72 FEET ON THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE S89°53'45"W, 986.42 FEET ON THE NORTHERLY LINE OF CERTIFIED SURVEY MAP NUMBER 2817 (CSM #2817) EXTENDED EASTERLY TO THE NORTHEAST CORNER OF SAID LOT 1, THE POINT OF BEGINNING; THENCE S00°06'26"E, 415.10 FEET ON THE EAST LINE OF SAID LOT 1; THENCE S03°22'44"E, 107.21 FEET ON SAID EAST LINE TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE N87°25'10"E, 172.23 FEET ON THE NORTH LINE OF SAID LOT 3; THENCE S67°28'30"E, 159.28 FEET ON SAID NORTH LINE TO THE WESTERLY RIGHT OF WAY OF 90TH AVENUE; THENCE 65.91 FEET ON THE ARC OF A 156.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS S10°57'04"W, 65.42 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE S01°09'12"E, 181.73 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE 44.49 FEET ON THE ARC OF A 267.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS S05°55'37"E, 44.44 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE S10°42'02"E, 104.62 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE 41.34 FEET ON THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S05°37'03"E, 41.29 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE S00°32'04"E, 220.79 FEET ON SAID WESTERLY RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY OF BAIN STATION ROAD; THENCE 654.11 FEET ON THE ARC OF A 11,483.94 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N88°52'57"W, 654.02 FEET ON SAID NORTHERLY RIGHT OF WAY TO THE EAST LINE OF LOT 46, ASHBURY CREEK SUBDIVISION; THENCE N02°36'11"W, 1149.28 FEET ON THE EAST LINE OF SAID ASHBURY CREEK SUBDIVISION; THENCE N43°39'58"E, 81.28 FEET ON SAID EAST LINE EXTENDED NORTHEASTERLY TO A NORTHWEST CORNER OF SAID LOT 1; THENCE N89°53'45"E, 302.43 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 631,433 SQUARE FEET (14.496 ACRES) OF LAND MORE OR LESS.

THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND CHAPTER 395 OF THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE IN THE SURVEYING, MAPPING AND DIVIDING OF THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
 TROY E. HEWITT                      PLS #2831  
 ROBERT E. LEE & ASSOCIATES, INC.

**CURVE TABLE**

| CURVE # | DELTA     | RADIUS    | LENGTH  | CHORD DIRECTION | CHORD LENGTH | TANGENT BEARING | SECOND TANGENT BEARING |
|---------|-----------|-----------|---------|-----------------|--------------|-----------------|------------------------|
| C1      | 24°12'32" | 156.00'   | 65.91'  | S10°57'04"W     | 65.42'       | S23°03'20"W     | S01°09'12"E            |
| C2      | 9°32'50"  | 267.00'   | 44.49'  | S05°55'37"E     | 44.44'       | S01°09'12"E     | S10°42'02"E            |
| C3      | 10°09'58" | 233.00'   | 41.34'  | S05°37'03"E     | 41.29'       | N00°32'04"W     | N10°42'02"W            |
| C4      | 1°25'57"  | 11483.94' | 287.12' | N89°47'53"W     | 287.12'      | S89°04'54"E     | N89°29'08"E            |
| C5      | 1°49'51"  | 11483.94' | 366.99' | N88°09'59"W     | 366.97'      | S87°15'03"E     | S89°04'54"E            |
| C6      | 3°15'48"  | 11483.94' | 654.11' | N82°52'57"W     | 654.02'      | S87°15'03"E     | N89°29'08"E            |





# CERTIFIED SURVEY MAP \_\_\_\_\_

## VILLAGE PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

---

THOMAS W. TERWALL  
VILLAGE PLAN COMMISSION CHAIRMAN

## VILLAGE BOARD APPROVAL

RESOLVED THAT THIS CERTIFIED SURVEY MAP, HAVING BEEN APPROVED BY THE PLAN COMMISSION BEING THE SAME, IS HEREBY APPROVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

---

MICHAEL J. SERPE  
VILLAGE PRESIDENT PRO TEM

ATTEST:

---

JANE M. ROMANOWSKI  
VILLAGE CLERK



**ROBERT E. LEE & ASSOCIATES, INC.**

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

1250 CENTENNIAL CENTRE BOULEVARD

HOBART, WI 54155

INTERNET: WWW.RELEEINC.COM

PHONE:(920) 662-9641

FAX:(920) 662-9141

Preliminary

# CERTIFIED SURVEY MAP

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1NR22E AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1NR22E AND ALL OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NUMBER 2817, DOCUMENT NUMBER 1780815, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1NR22E AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1NR22E, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

Doc. #639376  
LOT 1  
CSM #2250

UNPLATTED LANDS Doc. #1326295

N89°53'45"E 302.43'

S89°53'45"W 986.42'

POINT OF BEGINNING

SEE SHEET 6 FOR CURVE DATA

EXISTING 800 NAIL FOUND AT CORNER LOCATION

4.81'  
GRADING EASEMENT DOCUMENT #1516348

30' PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT

500°06'N6"E 415.10'

**LOT 1**  
430,923 SQ. FT.  
9.893 ACRES



LOT 2  
CSM #2817

N87°25'10"E 172.23'  
S67°28'30"E 159.28'

WEST LINE OF DOCUMENT #1696865

**LOT 2**  
200,510 SQ. FT.  
4.603 ACRES

LOT 1  
CSM #2817

LOT 3  
CSM #2817

387.21'  
S03°22'44"E 107.21'

280.00'

3.62, 85.125'

'80.06'

S10°42'02"E 181.73'

S01°09'12"E 181.73'

S10°42'02"E 104.62'

S00°32'04"E 334.01'

S00°32'04"E 334.01'

S00°32'04"E 334.01'

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S00°32'04"E 334.01'

S00°32'04"E 334.01'

S00°32'04"E 334.01'

1766.58'  
N03°17'20"W 2652.30'

885.72'

2670.99'

S89°50'29"W 2670.99'

S02°46'29"E 2655.68'

220.79'

S01°09'12"E 181.73'

S10°42'02"E 104.62'

S00°32'04"E 334.01'

S00°32'04"E 334.01'

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S00°32'04"E 334.01'

S00°32'04"E 334.01'

Doc. #1804384

SW 1/4-SE 1/4

N02°36'11"W 1149.28'

252.03'

50.0'

N43°39'58"E 81.28'

Doc. #639376

LOT 1

CSM #2250

UNPLATTED LANDS

Doc. #1326295

N89°53'45"E 302.43'

S89°53'45"W 986.42'

POINT OF BEGINNING

SEE SHEET 6 FOR CURVE DATA

SEE SHEETS 2, 3, 4 AND 5 FOR ADDITIONAL EASEMENT DETAILS

EXISTING 800 NAIL FOUND AT CORNER LOCATION

4.81'

GRADING EASEMENT DOCUMENT #1516348

30' PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT

500°06'N6"E 415.10'

387.21'

S03°22'44"E 107.21'

280.00'

3.62, 85.125'

'80.06'

S10°42'02"E 181.73'

S01°09'12"E 181.73'

S10°42'02"E 104.62'

S00°32'04"E 334.01'

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Doc. #1804384

SW 1/4-SE 1/4

N02°36'11"W 1149.28'

252.03'

50.0'

N43°39'58"E 81.28'

Doc. #639376

LOT 1

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POINT OF BEGINNING

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387.21'

S03°22'44"E 107.21'

280.00'

3.62, 85.125'

'80.06'

S10°42'02"E 181.73'

S01°09'12"E 181.73'

S10°42'02"E 104.62'

S00°32'04"E 334.01'

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S00°32'04"E 334.01'

S00°32'04"E 334.01'

Doc. #1804384

SW 1/4-SE 1/4

N02°36'11"W 1149.28'

252.03'

50.0'

N43°39'58"E 81.28'

Doc. #639376

LOT 1

CSM #2250

UNPLATTED LANDS

Doc. #1326295

N89°53'45"E 302.43'

S89°53'45"W 986.42'

POINT OF BEGINNING

SEE SHEET 6 FOR CURVE DATA

SEE SHEETS 2, 3, 4 AND 5 FOR ADDITIONAL EASEMENT DETAILS

EXISTING 800 NAIL FOUND AT CORNER LOCATION

4.81'

GRADING EASEMENT DOCUMENT #1516348

30' PRIVATE STORM WATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT

500°06'N6"E 415.10'

387.21'

S03°22'44"E 107.21'

280.00'

3.62, 85.125'

'80.06'

S10°42'02"E 181.73'

S01°09'12"E 181.73'

S10°42'02"E 104.62'

S00°32'04"E 334.01'

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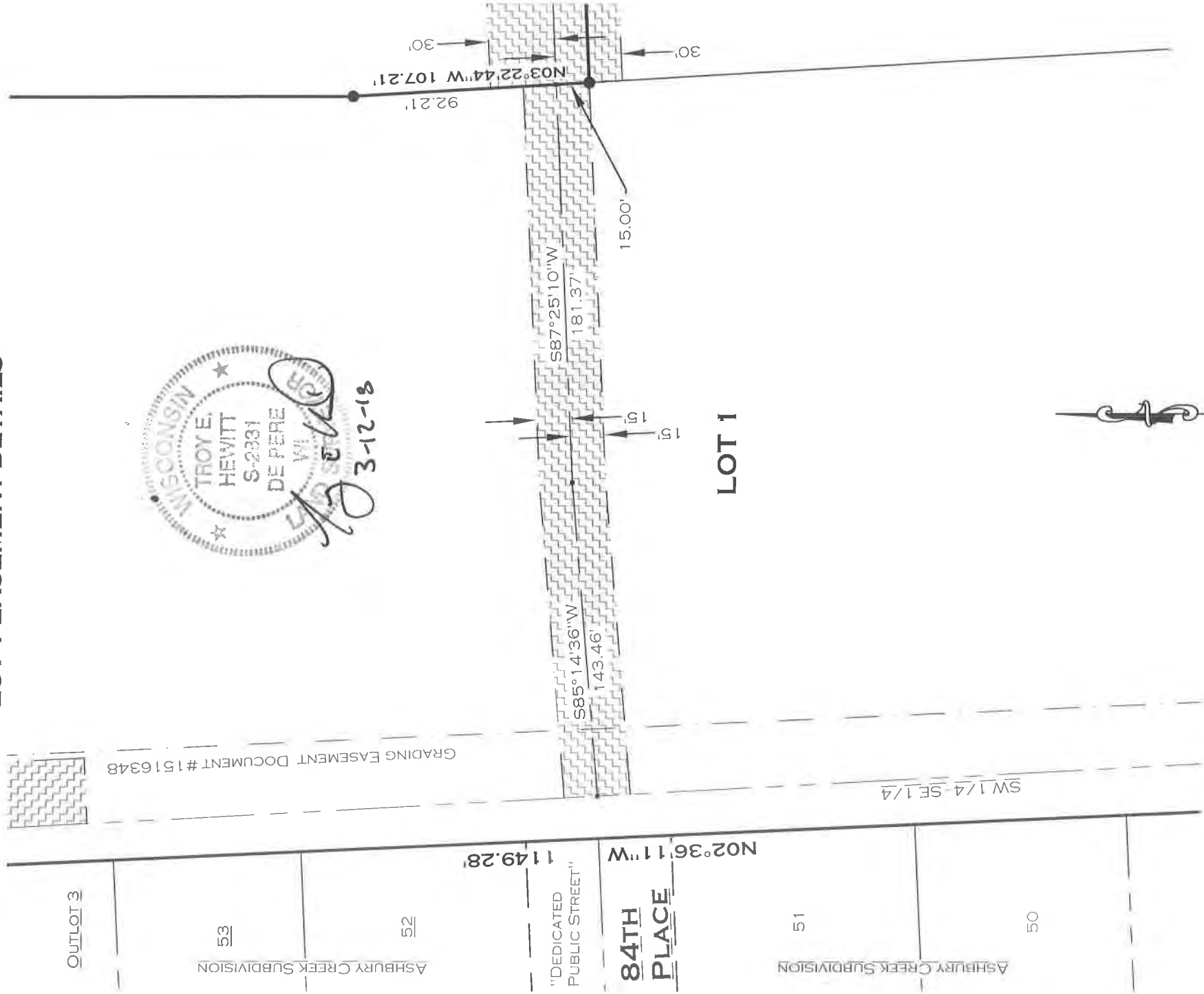






# CERTIFIED SURVEY MAP

## LOT 1 EASEMENT DETAILS





# CERTIFIED SURVEY MAP

**SURVEYOR'S CERTIFICATE:**

I, TROY E. HEWITT, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF FOUNTAIN RIDGE, LLC, I HAVE SURVEYED, MAPPED AND DIVIDED PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHWEST 1/4 OF SECTION 8, T1N-R22E AND ALL OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NUMBER 2817, DOCUMENT NUMBER 1780815, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N-R22E AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T1N-R22E, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N03°17'20"W, 885.72 FEET ON THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE S89°53'45"W, 986.42 FEET ON THE NORTHERLY LINE OF CERTIFIED SURVEY MAP NUMBER 2817 (CSM #2817) EXTENDED EASTERLY TO THE NORTHEAST CORNER OF SAID LOT 1, THE POINT OF BEGINNING; THENCE S00°06'26"E, 415.10 FEET ON THE EAST LINE OF SAID LOT 1; THENCE S03°22'44"E, 107.21 FEET ON SAID EAST LINE TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE N87°25'10"E, 172.23 FEET ON THE NORTH LINE OF SAID LOT 3; THENCE S67°28'30"E, 159.28 FEET ON SAID NORTH LINE TO THE WESTERLY RIGHT OF WAY OF 90TH AVENUE; THENCE 65.91 FEET ON THE ARC OF A 156.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS S10°57'04"W, 65.42 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE S01°09'12"E, 181.73 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE 44.49 FEET ON THE ARC OF A 267.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS S05°55'37"E, 44.44 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE S10°42'02"E, 104.62 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE 41.34 FEET ON THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S05°37'03"E, 41.29 FEET ON SAID WESTERLY RIGHT OF WAY; THENCE S00°32'04"E, 220.79 FEET ON SAID WESTERLY RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY OF BAIN STATION ROAD; THENCE 654.11 FEET ON THE ARC OF A 11,483.94 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N88°52'57"W, 654.02 FEET ON SAID NORTHERLY RIGHT OF WAY TO THE EAST LINE OF LOT 46, ASHBURY CREEK SUBDIVISION; THENCE N02°36'11"W, 1149.28 FEET ON THE EAST LINE OF SAID ASHBURY CREEK SUBDIVISION; THENCE N43°39'58"E, 81.28 FEET ON SAID EAST LINE EXTENDED NORTHEASTERLY TO A NORTHWEST CORNER OF SAID LOT 1; THENCE N89°53'45"E, 302.43 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 631,433 SQUARE FEET (14.496 ACRES) OF LAND MORE OR LESS.

THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND CHAPTER 395 OF THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE IN THE SURVEYING, MAPPING AND DIVIDING OF THE SAME.

DATED THIS 12<sup>th</sup> DAY OF March, 2018.

  
 TROY E. HEWITT      PLS #2831  
 ROBERT E. LEE & ASSOCIATES, INC.



**CURVE TABLE**

| CURVE # | DELTA     | RADIUS    | LENGTH  | CHORD DIRECTION | CHORD LENGTH | TANGENT BEARING | SECOND TANGENT BEARING |
|---------|-----------|-----------|---------|-----------------|--------------|-----------------|------------------------|
| C1      | 24°12'32" | 156.00'   | 65.91'  | S10°57'04"W     | 65.42'       | S23°03'20"W     | S01°09'12"E            |
| C2      | 9°32'50"  | 267.00'   | 44.49'  | S05°55'37"E     | 44.44'       | S01°09'12"E     | S10°42'02"E            |
| C3      | 10°09'58" | 233.00'   | 41.34'  | S05°37'03"E     | 41.29'       | N00°32'04"W     | N10°42'02"W            |
| C4      | 1°25'57"  | 11483.94' | 287.12' | N89°47'53"W     | 287.12'      | S89°04'54"E     | N89°29'08"E            |
| C5      | 1°49'51"  | 11483.94' | 366.99' | N88°09'59"W     | 366.97'      | S87°15'03"E     | S89°04'54"E            |
| C6      | 3°15'48"  | 11483.94' | 654.11' | N82°52'57"W     | 654.02'      | S87°15'03"E     | N89°29'08"E            |



**ROBERT E. LEE & ASSOCIATES, INC.**  
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
 1250 CENTENNIAL CENTRE BOULEVARD  
 HOBART, WI 54155      PHONE: (920) 662-9641  
 INTERNET: WWW.RELEEINC.COM      FAX: (920) 662-9141

# CERTIFIED SURVEY MAP \_\_\_\_\_

## OWNER'S CERTIFICATE:

AS OWNER'S, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, MAPPED, DIVIDED AND DEDICATED AS REPRESENTED ON THE CERTIFIED SURVEY MAP. WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S-236.10 OR S-236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF PLEASANT PRAIRIE

FOUNTAIN RIDGE LLC \_\_\_\_\_ DATE  
JEFFREY T. MARLOW, MANAGING MEMBER

STATE OF WISCONSIN) \_\_\_\_\_ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN \_\_\_\_\_  
(PRINT NAME) \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_



**ROBERT E. LEE & ASSOCIATES, INC.**  
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
1250 CENTENNIAL CENTRE BOULEVARD  
HOBART, WI 54155  
INTERNET: WWW.RELEINC.COM    PHONE: (920) 662-9641  
FAX: (920) 662-9141

SHEET 7 OF 8

# CERTIFIED SURVEY MAP \_\_\_\_\_

## VILLAGE PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
THOMAS W. TERWALL  
VILLAGE PLAN COMMISSION CHAIRMAN

## VILLAGE BOARD APPROVAL

RESOLVED THAT THIS CERTIFIED SURVEY MAP, HAVING BEEN APPROVED BY THE PLAN COMMISSION BEING THE SAME, IS HEREBY APPROVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
MICHAEL J. SERPE  
VILLAGE PRESIDENT PRO TEM

ATTEST:

\_\_\_\_\_  
JANE M. ROMANOWSKI  
VILLAGE CLERK



**ROBERT E. LEE & ASSOCIATES, INC.**  
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
1250 CENTENNIAL CENTRE BOULEVARD  
HOBART, WI 54155  
PHONE: (920) 662-9641  
INTERNET: WWW.RELEINC.COM FAX: (920) 662-9141

**VILLAGE OF PLEASANT PRAIRIE  
RESOLUTION #18-06  
DESIGNATING APRIL 8-14, 2018 AS  
NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK**

**WHEREAS**, our Public Safety Dispatchers are the first and most critical contact with our citizens during an emergency; and

**WHEREAS**, emergencies can occur anytime that require the prompt response of police officers, firefighters and emergency medical services; and

**WHEREAS**, Public Safety Dispatchers are the single vital link for our police officers and firefighters and carry the responsibility of their safety by monitoring their radio activity while providing them with updated information and insuring their safety; and

**WHEREAS**, the safety of our police officers, firefighters and citizens is dependent on the skill, accuracy and dedication of the Pleasant Prairie Public Safety Telecommunications personnel; and

**WHEREAS**, our Public Safety Dispatchers have contributed to the safety of our community through their compassion and professionalism.

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of Trustees hereby formally dedicates April 8-14, 2018 as National Public Safety Telecommunications Week in the Village of Pleasant Prairie and publicly salutes the service of the Public Safety Dispatchers in our community and in communities across the nation.

**Adopted this 2nd day of April, 2018.**

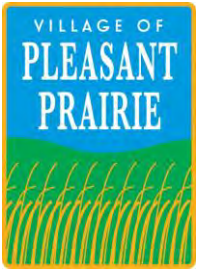
**VILLAGE OF PLEASANT PRAIRIE**

\_\_\_\_\_  
John Steinbrink  
Village President

ATTEST:

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

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



**To:** Thomas Shircel, Interim Village Administrator and Members of the Village Board  
**From:** John Steinbrink Jr., Director of Public Works  
**Subject:** Letter of Credit Reduction Request - The Cottages at Village Green, LLC  
**Date:** April 2, 2018

The Village has conducted a review of the Letter of Credit Reduction for Public Improvements at the Cottages at Village Green and recommends approval of reduction in the subdivision letter of credit based on review of project progress and the following considerations:

- Current posted security
- Work Completed to date and conformance to plans and specifications
- Field visits by Village of Pleasant Prairie Staff, Inspection reports/Engineer's report, if applicable
- Estimated costs of work remaining

Enclosed please find recommended Letter of Credit reduction request for the Cottages at Village Green, residential development at Main Street and 47<sup>th</sup> Avenue. Village Construction Inspection staff have reviewed the request and based on inspection of the site and the construction observation reports, I am recommending reduction as follows to the letter of credit:

|   |                     |
|---|---------------------|
| Letter of Credit Balance as of March 26, 2018       | \$846,737.92        |
| Letter of Credit Reduction Request                  | (\$32,030.25)       |
| <b>Letter of Credit Balance as of April 2, 2018</b> | <b>\$814,707.67</b> |

Based on the review of the criteria, the proposed improvements meet the requirements of the Village and a letter of credit reduction request is warranted and recommended.



1500 MAIN STREET • UNION GROVE, WI 53182

262-878-3763 • FAX 262-878-3009

March 21, 2018

Laura DeLaRosa  
Richard Murphy  
Village of Pleasant Prairie

Re: The Cottages at Village Green

Dear Ms. DeLaRosa and Mr. Murphy,

This letter is intended to confirm that Community State Bank will pay the Village of Pleasant Prairie directly for any invoices incurred by the Village. The funds will be paid from the Letter of Credit, maintained at Community State Bank, which is in place for the development of the subdivision in Pleasant Prairie.

If you have any questions, please do not hesitate to contact me directly at 262-864-2341.

Sincerely,

Steve Donovan  
Senior VP / Market President



**To:** Thomas Shircel, Interim Village Administrator and Members of the Village Board  
**From:** John Steinbrink Jr., Director of Public Works  
**Subject:** 2018 Sanitary Sewer Lining Project Award of Contract  
**Date:** April 2, 2018

Sealed bids for the above referenced project were received until 2:00 p.m. on March 16<sup>th</sup>, 2018, at the Village of Pleasant Prairie Public Works Department.; 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The bids were publicly opened and read aloud.

The 2018 Sanitary Sewer Lining Project, as bid, consists of one prime Contract and is identified as follows:

- 7,425 Linear Feet Sewer Cleaning
- 7,425 Linear Feet Sewer Televising
- 4,667 Linear Feet 8” CIPP Sewer Lining
- 2,578 Linear Feet of 10” CIPP Sewer Lining
- 90 Each Reinstating Sewer Service Connection

A total of five (5) bids were received:

|  |               |
|--|---------------|
| Visu-Sewer, Inc.                       | \$ 174,926.50 |
| Terra Engineering & Construction Corp. | \$ 187,686.00 |
| Michels Corporation                    | \$ 213,223.75 |
| McCann’s Underground Inc.              | \$ 223,628.00 |
| Insituform Technologies                | \$ 226,090.30 |

The approved 2018 Sewer Utility Capital Budget for this rehabilitation project is \$310,000.00. Public Works crews are scheduled to repair 7 service lateral connections at an estimated cost of \$125,000.00. The amount available for this contract is \$185,000.00.

Pipe relining is a popular rehabilitation method. A new liner is pulled into the existing sewer main or lateral and cured into place. This is the most cost effective method and is recommended for this project. Visu-Sewer, Inc. is the lowest responsible bidder and is experienced in this type of sewer rehabilitation work.

I recommend a contract be awarded to Visu-Sewer, Inc. for sanitary sewer lining services not to exceed \$174,926.50.



March 27, 2018

Tom Shircel  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Re: Rec Plex Toilet Room Addition  
Riley Project #: 16-0276

Dear Mr. Shircel:

Attached is our proposed Guaranteed Maximum Price Cost Summary for the Village of Pleasant Prairie Rec Plex Toilet Room Addition. The attachment provides both a cost breakdown by division of work along with the low bidder for each category. Bids were received and opened at Village Hall on March 15<sup>th</sup>.

Pending Board Approval on April 2<sup>nd</sup> Riley Construction would draft an agreement for the proposed Guaranteed Maximum Price.

If you have any questions, please let me know.

Sincerely,

**RILEY CONSTRUCTION COMPANY, INC.**

A handwritten signature in black ink that reads "Erin Anderson". The signature is fluid and cursive, written over a light grey horizontal line.

Erin Anderson  
Vice President of Project Management

**KENOSHA**  
5301 99<sup>th</sup> Avenue  
Kenosha, WI 53144

P (262) 658.4381  
F (262) 658.0312  
**rileycon.com**

**Let us make**  
*your job easier.*

MILWAUKEE • KENOSHA • CHICAGO





**Village of Pleasant Prairie  
RecPlex Toilet Room Addition  
Pleasant Prairie, WI**

**Construction Documents Phase  
March 26, 2018**

**Cost Summary**

| CSI #                  | DESCRIPTION                      | GMP        |              |
|------------------------|----------------------------------|------------|--------------|
| <a href="#">010000</a> | General Conditions               | 69,107     | Riley        |
| <a href="#">300000</a> | General Trades                   | 141,650    | Riley        |
| <a href="#">034110</a> | Precast Concrete Plank           | 17,575     | Mid States   |
| <a href="#">040500</a> | Masonry                          | 213,000    | JAC          |
| <a href="#">073113</a> | Roofing                          | 31,090     | Schranz      |
| <a href="#">095100</a> | Acoustical Ceiling               | 3,700      | Postorino    |
| <a href="#">096566</a> | Resilient Flooring               | Allowance  |              |
| <a href="#">096700</a> | Seamless Epoxy Floor             | 9,625      | Postorino    |
| <a href="#">099000</a> | Painting & Wall Coverings        | 4,700      | Postorino    |
| <a href="#">211000</a> | Fire Protection                  | 5,868      | United Mech. |
| <a href="#">220000</a> | Plumbing                         | 72,828     | Lee          |
| <a href="#">230000</a> | HVAC                             | 19,770     | Lee          |
| <a href="#">260000</a> | Electrical                       | 56,750     | Lemberg      |
| <a href="#">310000</a> | Earthwork                        | 81,910     | Wanasek      |
| <a href="#">329000</a> | Landscaping                      | Allowance  |              |
|                        | Subtotal                         | 727,573    |              |
|                        | Prem. Time Allowance             |            |              |
|                        | Landscaping Allowance            | 2,500      |              |
|                        | Flooring Allowance               | 2,000      |              |
|                        | Escalation                       |            |              |
|                        | Contingency                      | 29,103     |              |
|                        | Subtotal                         | 761,176    |              |
|                        | Builders Risk Insurance          | 1,522      |              |
|                        | Building Permit                  | 0          |              |
|                        | General Liability Insurance      | 5,720      |              |
|                        | Subtotal                         | 768,419    |              |
|                        | Overhead & Profit                | 15,368     |              |
|                        | Preconstruction Fee              | 2,536      |              |
|                        | A/E Fee                          | By Owner   |              |
|                        | Subtotal                         | 786,323    |              |
|                        | Subguard (1% of Subs)            | -          |              |
|                        | <a href="#">Performance Bond</a> | 7,233      |              |
|                        | TOTAL                            | \$ 793,556 |              |

Project Square Footage 1,745