



AGENDA VILLAGE BOARD

Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
July 15, 2019
6:00 p.m.

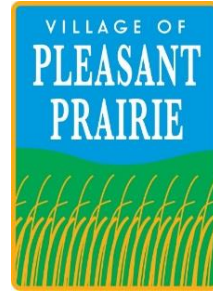
1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Swearing in of the Pleasant Prairie Police Department's new K-9 Officer, Chase.
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public on items not on the agenda; however, no discussion is allowed and no action will be taken under citizen comments.)
6. Administrator's Report
7. New Business
 - A. Consider approval of the Purchase Sale Agreement and Development Agreement between the Village of Pleasant Prairie and Nexus.
 - B. Receive Plan Commission recommendation and consider for approval the release of Easements and two (2) Certified Survey Maps to subdivide property located west of 128th Avenue north of CTHQ in the Prairie Highlands Corporate into 5 lots and an outlot.
 - C. Receive Plan Commission recommendation and consider approval of vacation of the Vintage Parc Condominium Plat, Easements and Certified Survey Map as it relates to the Green Bay Trail Condominium Development.
 - D. Receive Plan Commission recommendation and consider approval of Resolution #19-26 Final Condominium Plat, Development Agreement and Exhibits as it relates to Green Bay Trail Condominium.
 - E. Receive Plan Commission recommendation and consider approval of Ordinance #19-22 Zoning Text Amendment to amend Appendix C of Chapter 420, specific development plan #22, as it relates to Green Bay Trail Condominium.
 - F. Consider approval of Memorandum of Understanding between the Village of Pleasant Prairie and Riverview Group LLC, regarding the Wisconsin Department of Transportation Facilities for Economic Assistance (TEA) grant application to offset public roadway improvement costs for Stateline Corporate Park.

- G. Consider approval of award of contract to Phoenix Fabricators and Erectors, LLC for construction of the Prairie Highlands Corporate Park Water Tower.
- H. Consider approval of general utility easements for the Prairie Highlands Corporate Park.
- I. Consider approval of Resolution #19-25 for the acceptance of public improvements, including sanitary sewer system, public storm sewer system and public water main as it relates to The Cottages at Village Green Condominium Development, Phase 1.
- J. Consider approval of award of contract to Payne & Dolan, Inc., for the 2019 Annual Paving Program – Phase 2.
- K. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Ordinances of Business and considered at this point on the agenda.)
 - 1) Minutes of Meeting – July 1, 2019
 - 2) Consider approval of Arbor Ridge Letter of Credit Reduction No. 2.
 - 3) Consider approval of Resolution #19-24 authorizing the Village Administrator to dispose of surplus vehicles.

9. Adjournment

MEMORANDUM

To: Village President and Trustees
From: Nathan R. Thiel
Date: July 15, 2019
Re: Nexus Purchase and Sale Agreement and Developers Agreement



Office of the Village Administrator

Included in the Village Board Packet are two agreements in connection to Nexus Pharmaceuticals and its purchase of 16 acres within the Prairie Highlands Corporate Park ("PHCP"). As announced last Wednesday by Governor Evers, Nexus has selected the 16 acre site at the NW corner of 128th Avenue and CTH Q (104th Street) in PHCP to locate its 100,000 square foot pharmaceutical manufacturing facility. The total investment commitment per the agreement is \$80M for the first phase, but Nexus plans are for an \$85M investment in the first phase and potential for two more expansions totaling an investment of \$250M. The agreements are fairly straight forward and I have highlighted the basic terms of the agreement below:

Purchase and Sale Agreement

- Acres: 16
- Price: \$3,200,000
- Earnest Money: \$100,000
- Due Diligence Period: 30 Days
- Closing Date: August 30, 2019
- Broker Fee: 3%

Developers Agreement

- Site Access & Rough Grading Completion: August 30, 2019 (Nexus is aware that weather may cause delays and will work with the Village and contractors. Our contractor will still have access to the site for the term of the contract - November 30, 2019.)
- Development Completion: June 1, 2021 (First Phase)
- Development Increment Guarantee: \$25,000,000
- Forgivable Development Grant: \$500,000 (Intended to compensate for additional site preparation costs and conditioned on the Company maintaining ownership for the life of the TID)

**PRAIRIE HIGHLANDS CORPORATE PARK
PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made as of the ____ day of July, 2019 (“Effective Date”) by and between **NEXUS PHARMACEUTICALS, INC.**, an Illinois corporation (“Buyer”) and **THE VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation (“Seller”).

1. **PROPERTY.** Seller hereby agrees to sell and Buyer hereby agrees to buy that certain real property located in the Village of Pleasant Prairie (“Village”), County of Kenosha, State of Wisconsin, containing approximately sixteen (16) acres of land in Prairie Highlands Corporate Park situated at the Northwest corner of County Trunk Highway Q/104th Street and 128th Avenue commonly known as 10300 128th Avenue, Pleasant Prairie, WI 53158 and as more particularly outlined in red on Exhibit A attached hereto (“Property”). The description of the Property shall be updated to the lot description in the CSM (as hereinafter defined) upon completion of the CSM.

2. **PRICE.** The purchase price (“Purchase Price”) for the Property shall be (i) Three Million Two Hundred Thousand Dollars (\$3,200,000.00) if the Property consists of sixteen (16) acres or (ii) \$200,000 per acre of the Property purchased by Buyer with the final Purchase Price to be determined based upon the acreage of the Property to the nearest one-tenth (1/10) of an acre as reflected by the CSM (defined below) if the Property contains less or more than sixteen (16) acres, to be paid as follows:

(a) Earnest money in the amount of One Hundred Thousand Dollars (\$100,000.00) (“Deposit”) shall be paid to the Title Company, as hereinafter defined, within three (3) business days after the Effective Date, to be applied toward the Purchase Price unless otherwise provided herein. The Deposit shall be deposited into a joint order escrow at Title Company to be established by Buyer and Seller within three (3) business days after the Effective Date.

(b) The remaining balance shall be paid in cash at Closing by wire transfer of immediately available funds.

3. **BUYER’S DUE DILIGENCE CONTINGENCY.** Buyer shall be entitled to investigate and inspect the Property and to conduct due diligence for a period of sixty (60) days from the Effective Date (“Initial Due Diligence Period”). If requested by Buyer in Buyer’s reasonable discretion prior to the expiration of the Initial Due Diligence Period, Buyer shall have the right to extend the Initial Due Diligence Period for a period of thirty (30) days from the expiration of the Initial Due Diligence Period (the “Extended Due Diligence Period” and individually and collectively with the Initial Due Diligence Period referred to herein as the “Due Diligence Period”). Buyer may terminate this Agreement by delivering written notice to Seller on or before the expiration of the Initial Due Diligence Period and if extended, on or before the expiration of the Extended Due Diligence Period, if Buyer reasonably determines that the Property is not suitable for Buyer’s intended use. If Buyer does not timely terminate this Agreement as set forth above or in Section 4 below, Buyer shall proceed to Closing as required hereunder and the Deposit shall become non-refundable to Buyer.

4. **ADDITIONAL CONTINGENCIES.**

(a) The Seller is a body politic and the Village Board and/or Plan Commission must approve any amendments to the zoning ordinances, a certified survey map creating the Property as a separate parcel (the "CSM"), Buyer's site and operational plan and certain other matters regarding the development and use of the Property. Pursuant to Village ordinances, Buyer must apply for and obtain all such approvals. Both parties acknowledge that these items must be approved in a public process and that approval or denial of all of said items are in the discretion of the Village Board and/or Plan Commission. Pursuant to the Declaration (as hereinafter defined), Buyer must apply for and obtain approvals from the Architectural and Development Control Committee established pursuant to the Declaration of Buyer's development and construction plan, proposed uses and certain other matters regarding the development and use of the Property. Buyer agrees to apply for all such approvals within fifteen (15) days of the Effective Date. This Agreement is subject to the contingency that all of the foregoing approvals are granted.

(b) Buyer and Seller agree to negotiate a development agreement ("Development Agreement") regarding the Buyer's development of the Property after Closing hereunder. Buyer acknowledges that the Property is in a tax incremental financing district and that a covenant by Buyer for the timely completion of Buyer's improvements with a certain tax assessed value will be required to reimburse Seller for the infrastructure improvements being made to the Property through the tax incremental financing district. In addition, such Development Agreement will contain a restriction against tax exempt uses for the Property, a restriction against contesting the ad valorem assessed value of the Property using as evidence of its value the sales of properties with buildings that were abandoned or vacated and such other provisions required by Seller. The Development Agreement shall also contain a provision providing that Seller will pay to the Buyer a forgivable loan in an amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Development Grant"), which Buyer may use to pay for Buyer's site grading, utility and other costs to prepare the Property for the construction of improvements. The Development Agreement shall provide that the Development Grant shall be paid ten (10) days after the initial footings and foundation for the proposed building to be built on the Property have been completed and passed Seller inspection. This Agreement is contingent upon the agreement of both parties on an acceptable Development Agreement and execution by Buyer and Seller of said Development Agreement.

(c) In the event that either (i) the contingency set forth in subsection (a) is not satisfied to a Buyer's or Seller's satisfaction on or before August 15, 2019 or (ii) the contingency provided in subsection (b) is not satisfied to Buyer's or Seller's satisfaction within thirty (30) days after the Effective Date, either Buyer and/or Seller shall have the right to terminate this Agreement by written notice to the other party, in which event the Deposit shall be refunded to Buyer and neither party shall have any further obligations hereunder, except for those obligations that specifically survive the termination hereof.

5. **TITLE EVIDENCE.** Seller shall cause to be delivered to Buyer, within fifteen (15) days after the Effective Date, a commitment to issue ("Title Commitment") an ALTA owner's policy of title insurance in the amount of the Purchase Price ("Title Policy") issued by First American Title Insurance Company with an address of 833 E. Michigan Street, Suite 550, Milwaukee, Wisconsin 53202 ("Title Company"). The final Title Policy issued pursuant to the

Title Commitment shall show title to the Property as of the date of Closing to be subject only to the Permitted Encumbrances.

“Permitted Encumbrances” shall mean all exceptions contained in the Title Commitment or Survey (a) which are listed on Exhibit B attached hereto or (b) to which Buyer does not object as herein provided or (c) as to which Buyer has waived or is deemed to have waived its objection.

The proceeds due Seller at Closing may be used to satisfy or otherwise obtain a release of any existing mortgage or other monetary encumbrance, provided the lender’s pay out statement or such satisfaction or release is delivered at Closing in recordable form and is sufficient to cause the Title Company to delete the encumbrance from the Title Commitment, or provided that the Title Company agrees to insure over such encumbrance.

Buyer shall have fifteen (15) days after receipt of the Title Commitment and Survey provided in Section 7 to object in writing to any condition of title not a Permitted Encumbrance as provided above. Buyer’s failure to so object shall constitute a waiver of any objections. Matters specifically stated in the Title Commitment and not objected to by Buyer shall become Permitted Encumbrances. If any objection is made, Seller shall have thirty (30) days thereafter in which to correct the condition. Seller shall use diligent good faith efforts to remove any title objections Buyer has. Buyer shall not be permitted to reject title as to any matter over which the Title Company insures. If the condition of title is not or cannot be corrected within the thirty (30) day period despite Seller’s reasonable efforts, Buyer may, at its option, either (i) declare this Agreement null and void and the Deposit shall be returned promptly to Buyer, or (ii) elect to accept such title as Seller is able to convey and proceed to Closing without adjustment of the Purchase Price. Seller shall not be required to pay money to third parties to correct such conditions of title, other than monetary liens. Seller’s inability to correct any such condition of title shall not constitute a default by Seller hereunder. If Buyer does not, within fifteen (15) days after the expiration of the thirty (30) day period described above, elect either (i) or (ii) above, Buyer shall be deemed to have elected to accept such title as Seller is able to convey and proceed to Closing without adjustment of the Purchase Price.

6. **SELLER DELIVERIES.** Buyer acknowledges that Seller has delivered to Buyer the items set forth on the attached Exhibit C. Seller delivers such items for Buyer’s convenience only and makes no representations regarding the accuracy of the statements made in such items.

7. **SURVEY.** Seller has provided Buyer a survey including the Property. Seller shall, at its expense, have the CSM prepared for the Property by a surveyor of Seller’s choosing. Seller shall provide the Buyer with the proposed draft CSM within fifteen (15) days after the Effective Date. The CSM shall be subject to approval by the Buyer as part of its due diligence under Paragraph 3 above and subject to review and approval by the Village Plan Commission and Board. Buyer may, at its expense, obtain a current ALTA survey of the Property which shall be subject to approval by the Buyer as part of its due diligence under Paragraph 3 above within thirty (30) days after the Effective Date. Buyer shall provide a copy of the ALTA survey to Seller and the Title Company within five (5) business days after the Buyer’s receipt thereof.

8. **DECLARATION.** Buyer acknowledges and agrees that the Seller has recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highland

Corporate Park, recorded with the Kenosha County Register of Deeds as Document No. 1820147 as amended by First Amendment recorded as Document No. 1822091 (the "Declaration"), against the Property and Buyer will obtain any required approvals thereunder. Buyer and Seller agree to cooperate during the Due Diligence Period in order to determine any required amendments to the Declaration.

9. **CONVEYANCE.** Seller shall, at Closing and upon payment of the Purchase Price, convey the Property to Buyer by special warranty deed free and clear of all liens and encumbrances created by Seller or Seller's agents except the Permitted Encumbrances.

10. **CLOSING.** Closing of this transaction, ("Closing") shall take place on or before August 30, 2019, unless Buyer extends to the Extended Due Diligence Period, in which case the Closing will take place on or before September 29, 2019, or unless Buyer and Seller agree to another date in writing. In the event that Seller is not prepared to close on or before August 30, 2019, or September 29, 2019 if Buyer extends to the Extended Due Diligence Period, then Buyer shall be permitted to terminate this Agreement and receive an immediate refund of the Deposit. Seller agrees to furnish to Buyer at the Closing fully executed and notarized (where applicable) originals of the following documents:

- (a) The special warranty deed described in Section 9 of this Agreement;
- (b) A closing statement setting forth a summary of the Purchase Price and credits to Buyer (to be executed by Buyer);
- (c) An affidavit as to construction liens and possession sufficient to permit the Title Company to insure over the standard exceptions for construction liens and rights or claims of parties in possession not shown by the public records;
- (d) Evidence of payment of the prior year's real estate taxes and all due and owing real estate taxes, special assessments, and any other municipal and governmental levies, if any, and evidence that all utility charges and other expenses with regard to the Property are paid current or prorated through the date of Closing;
- (e) Receipt for the electronic filing of a Wisconsin Real Estate Transfer Return (Buyer agrees to provide its information for such Return); and
- (f) Payout letter for all mortgages, liens and judgments being satisfied as of the date of Closing.

11. **POSSESSION AND OCCUPANCY.** Legal and physical possession of the Property shall be delivered to Buyer on the date of Closing.

12. **PRORATIONS.** Seller represents that there are no utilities, taxes, assessments or special assessments on the Property, and that any assessments or special assessments levied prior to Closing shall be paid in full by Seller at Closing.

13. **CLOSING COSTS.**

- (a) Seller shall pay all real estate transfer fees;
- (b) Seller shall pay all title insurance premiums for the owner's Title Policy and a gap endorsement, and Buyer shall pay the premiums for any other endorsements to the Title Policy that are requested by Buyer;
- (c) All costs, fees or charges, except for all title insurance premiums, charged by the Title Company, including but not limited to escrow, closing and wire transfer fees, shall be divided equally between Seller and Buyer;
- (d) Except as otherwise provided in the pre-development agreement or Development Agreement between the parties, each party shall pay its own attorneys' fees;
- (e) Buyer shall pay for all reports or studies ordered by it such as appraisals, engineering inspection reports or hazardous waste study reports, and all of its feasibility and inspection reports; and
- (f) Buyer shall pay the recording fees for the special warranty deed and Seller shall pay the recording fees for any satisfaction of its existing liens and encumbrances.

14. **DEFAULT PROVISIONS.** In the event of a default by Buyer under the terms of this Agreement which is not cured by Buyer within ten (10) days after written notice thereof from Seller, Seller may either (i) demand the Deposit as liquidated damages or (ii) pursue such rights and remedies available at law or in equity. In the event of a default by Seller under the terms of this Agreement which is not cured by Seller within ten (10) days after notice thereof from Buyer, Buyer may as its sole and exclusive remedies: (a) waive such default and close this transaction; (b) terminate this Agreement by written notice to Seller and receive an immediate refund of the Deposit; or (c) pursue such rights and remedies available at law and in equity. Under no circumstances shall Seller be liable for consequential, punitive or speculative damages.

15. **ASSIGNMENT.** Buyer may not assign this Agreement without Seller's prior written consent provided that Buyer may assign this Agreement to a wholly-owned subsidiary of Buyer without Seller's consent, in which case Buyer shall remain obligated under this Agreement notwithstanding such assignment, and Buyer shall be obligated under or shall guaranty Buyer's obligations as developer under the Development Agreement.

16. **CONDEMNATION.** If, prior to the Closing date, more than five percent (5%) or more of the area of the Property is taken by exercise of the power of eminent domain, or any proceedings are instituted to effect such a taking, Seller shall immediately give Buyer notice of such occurrence, and Buyer may, within fifteen (15) days after receipt of such notice, elect either (a) to terminate this Agreement and receive a return of the Deposit, in which event this Agreement shall be null and void and neither party shall have any further liability hereunder, and Buyer shall have no interest in or claim to the condemnation award or any damages collected or claimed with respect to such taking; or (b) to close the transaction contemplated hereby as scheduled, in which event Seller shall assign to Buyer at Closing all condemnation awards or other damages collected or claimed with respect to such taking, which in total amount do not exceed the Purchase Price. If prior to the Closing date, less than five percent (5%) of the area of the Property is taken by exercise of the power of eminent domain, or any proceedings are instituted to effect such taking, the parties

shall close the transaction contemplated hereby as scheduled, and Seller shall assign to Buyer at Closing all condemnation awards or other damages collected or claimed with respect to such taking which in total amount do not exceed the Purchase Price.

17. **ACCESS FOR BUYER.** Seller agrees to grant access to the Property to Buyer, its architects, engineers, contractors and agents at all reasonable times prior to Closing upon not less than one (1) day prior written notice for inspection, examination, and planning. Buyer shall not perform any testing on the Property without the prior written consent of Seller which consent shall not be unreasonably withheld. Buyer hereby agrees to indemnify and hold Seller harmless from and against any losses, costs or expenses of any kind arising from such inspection, examination, testing and/or planning. The notice must be in writing and set forth the type of due diligence to be performed and the dates and times of entry and the personnel that will be present on the Property. All due diligence and tests performed shall be at Buyer's sole cost and expense. Copies of all findings and reports resulting from such due diligence shall be promptly submitted to Seller by Buyer upon Seller's request. Buyer's obligations under this Section 17 shall survive the termination of this Agreement or closing of this transaction (as applicable).

18. **DISCLAIMER OF WARRANTIES.** BUYER HEREBY ACKNOWLEDGES THAT, EXCEPT FOR THE WARRANTY OF TITLE TO BE PROVIDED IN THE DEED DELIVERED AT CLOSING, NEITHER SELLER NOR ANY BROKER NOR ANY AGENT, OFFICER, EMPLOYEE, SERVANT, OR REPRESENTATIVE OF SELLER OR OF ANY BROKER HAS MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS TRANSACTION. BUYER HEREBY AGREES THAT EXCEPT FOR THE WARRANTY OF TITLE TO BE PROVIDED IN THE DEED DELIVERED AT CLOSING, (A) THE SALE OF THE PROPERTY IS MADE AND WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR STATUTORY) BY SELLER, AND (B) ANY TRANSFER OR CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS AND BUYER HEREBY WAIVES. SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION, ORAL OR WRITTEN, CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, (II) THE CONSTRUCTION, CONDITION AND STATE OF REPAIR OR LACK OF REPAIR OF, OR ANY APPARENT OR LATENT DEFECTS IN ANY IMPROVEMENTS, AND (III) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE, AND (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, IT BEING SPECIFICALLY UNDERSTOOD THAT BUYER HAS HAD FULL OPPORTUNITY TO DETERMINE FOR ITSELF THE CONDITION OF THE PROPERTY. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, (1) FITNESS FOR ANY PARTICULAR PURPOSE, (2) MERCHANTABILITY, (3) DESIGN, (4) QUALITY, (5) QUANTITY, (6) CONDITION, (7) OPERATION, (8) COMPLIANCE WITH SPECIFICATIONS, (9) ABSENCE

OF LATENT DEFECTS, (10) HABITABILITY, (11) MERCHANTABILITY, (12) SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, IMPROVEMENTS OR SOIL CONDITIONS, (13) ABSENCE OF HAZARDOUS SUBSTANCES OR COMPLIANCE WITH ANY ENVIRONMENTAL LAWS, (14) ABSENCE OF MICROORGANISMS, INCLUDING, BUT NOT LIMITED TO, MOLD, MILDEW, SPORES OR OTHER FORMS OF FUNGI OR BACTERIA, (15) ABSENCE OF FAULTS, (16) FLOODING, OR (17) COMPLIANCE WITH LAWS AND REGULATIONS. BUYER WILL BE PROVIDED WITH A FULL OPPORTUNITY TO PERFORM ITS INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY PURSUANT TO THE TERMS OF THIS OFFER AND HAS ENTERED INTO THIS OFFER WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION AND STUDY OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY. BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT ON SELLER'S BEHALF CONCERNING THE PROPERTY EXCEPT THE WARRANTY OF TITLE TO BE PROVIDED IN THE DEED DELIVERED AT CLOSING.

19. **TIME.** Time is of the essence with regard to the Closing date and all other dates and time periods in this Agreement. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

20. **NOTICES.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or upon facsimile transmission to the fax numbers set forth herein, or one business day after deposit with a nationally recognized overnight commercial courier service, airbill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows or by email on the date of email transmission provided that said email transmission occurs during the hours of 8:00 am to 5:00 pm Central Standard Time:

To Buyer: Nexus Pharmaceuticals, Inc.
400 Knightsbridge Parkway
Lincolnshire, IL 60069
Attention: Jonathan Cook
Email: jcook@nexuspharma.net

With a copy to: Nexus Pharmaceuticals, Inc.
400 Knightsbridge Parkway
Lincolnshire, IL 60069
Attention: Ayesha Ahmed
Email: aahmed@nexuspharma.net

with a further copy to: Thompson Coburn LLP
55 East Monroe Street, 37th Floor
Chicago, IL 60606
Attn: Justin M. Newman

Email: jmnewman@thompsoncoburn.com

To Seller:

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Nathan R. Thiel, Village Administrator
Email: nthiel@pleasantprairiewi.gov

with a copy to:

Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2350
Milwaukee, WI 53202
Attn: Scott L. Langlois
Email: scott.langlois@quarles.com

21. **GOVERNING LAW.** This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

22. **SEVERABILITY OF PROVISIONS.** If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

23. **CAPTIONS.** The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

24. **BINDING EFFECT.** The terms and conditions of this Agreement shall be binding upon and benefit the parties hereto and their respective successors and assigns.

25. **ENTIRE AGREEMENT.** This writing constitutes the entire agreement between the parties hereto, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated. This Agreement may be modified or amended only by written instrument signed by both parties.

26. **ELECTRONIC SIGNATURES AND COUNTERPARTS.** "PDF" copy signatures delivered by electronic mail shall be binding on the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but which altogether shall constitute one and the same instrument.

27. **ATTORNEYS' FEES.** In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs, reasonable out-of-pocket expenses and reasonable attorneys' fees from the unsuccessful party.

28. **REPRESENTATIONS AND WARRANTIES.**

(a) Buyer is a corporation duly organized and validly existing under the laws of the State of Illinois and in good standing under the laws of the State of Wisconsin and has the power and authority to consummate the transactions contemplated by this Agreement.

(b) All proceedings of Buyer necessary to consummate the transactions contemplated by this Agreement have been duly taken in accordance with law.

(c) The persons executing this Agreement on behalf of the Buyer have been duly authorized to execute this Agreement.

(d) Seller is a municipal corporation duly organized and validly existing under the laws of the State of Wisconsin and has the power and authority to consummate the transactions contemplated by this Agreement.

(e) All proceedings of Seller necessary to consummate the transactions contemplated by this Agreement have been duly taken in accordance with law.

(f) The persons executing this Agreement on behalf of Seller have been duly authorized to execute this Agreement.

(g) Seller is neither the plaintiff nor defendant in any action pertaining to the Property.

(h) Seller has no actual knowledge of any action contemplated pertaining to the Property.

(i) There are no oral or written leases relating to the Property which have not been disclosed to Buyer in writing.

29. **BROKERS.** Each party represents and warrants to the other that there are no brokerage or finder's fees or commission that are or may be due in connection with the transaction contemplated by this Agreement, except for a commission of 3% of the final purchase price at closing to Newmark Midwest Region LLC dba Newmark KnightFrank to be paid by Seller. Buyer and Seller shall each indemnify, defend and hold the other party, and their respective members, agents, employees, representatives, successors and assigns, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the breach by the indemnifying party of the representation and warranty set forth in the preceding sentence.

30. **CONFIDENTIALITY:** Buyer agrees not to disclose to any other person the terms of this Agreement, and Buyer acknowledges that any non-public information heretofore or hereafter furnished by Seller not previously known or disclosed to Buyer with respect to the Property or any tenant thereof has been and will be so furnished on the condition that Buyer maintain the confidentiality thereof. In the event that the Closing does not occur or this Agreement is terminated, Buyer shall promptly return to Seller all copies of documents containing any such non-public information, and Buyer shall not retain any copies thereof. Notwithstanding anything

to the contrary set forth in this Section 30, Buyer and Seller may disclose the information referenced herein (a) on a need-to-know basis to its employees, consultants, lenders, other third parties, and advisors, (b) to any governmental agency in order to comply with applicable laws, (c) to the extent that such information is a matter of public record and (d) to the extent required by any public records law.

31. **PATRIOT ACT:** Each party represents to the other that it is not listed on the specially designated nationals and blocked persons list maintained by the U.S. Treasury Department Office of Foreign Assets Control (“OFAC”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (“Order”) and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to the Order or any other applicable orders.

32. **EXCLUSIVITY.** Seller agrees that Seller and Seller’s agents will not solicit or enter into any contract, or into any contract negotiations regarding the sale of the Property with any other party during the pendency of this Agreement.

33. **DATES.** If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Due Diligence Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth next to their signatures.

Dated: _____

BUYER:

NEXUS PHARMACEUTICALS, INC.

By: _____

Print Name:

Title:

Dated: _____

SELLER:

VILLAGE OF PLEASANT PRAIRIE

By: _____

John P. Steinbrink, President

By: _____

Jane C. Snell, Clerk

EXHIBIT A TO PRAIRIE HIGHLANDS CORPORATE PARK PURCHASE AND SALE AGREEMENT DEPICTION OF THE PROPERTY

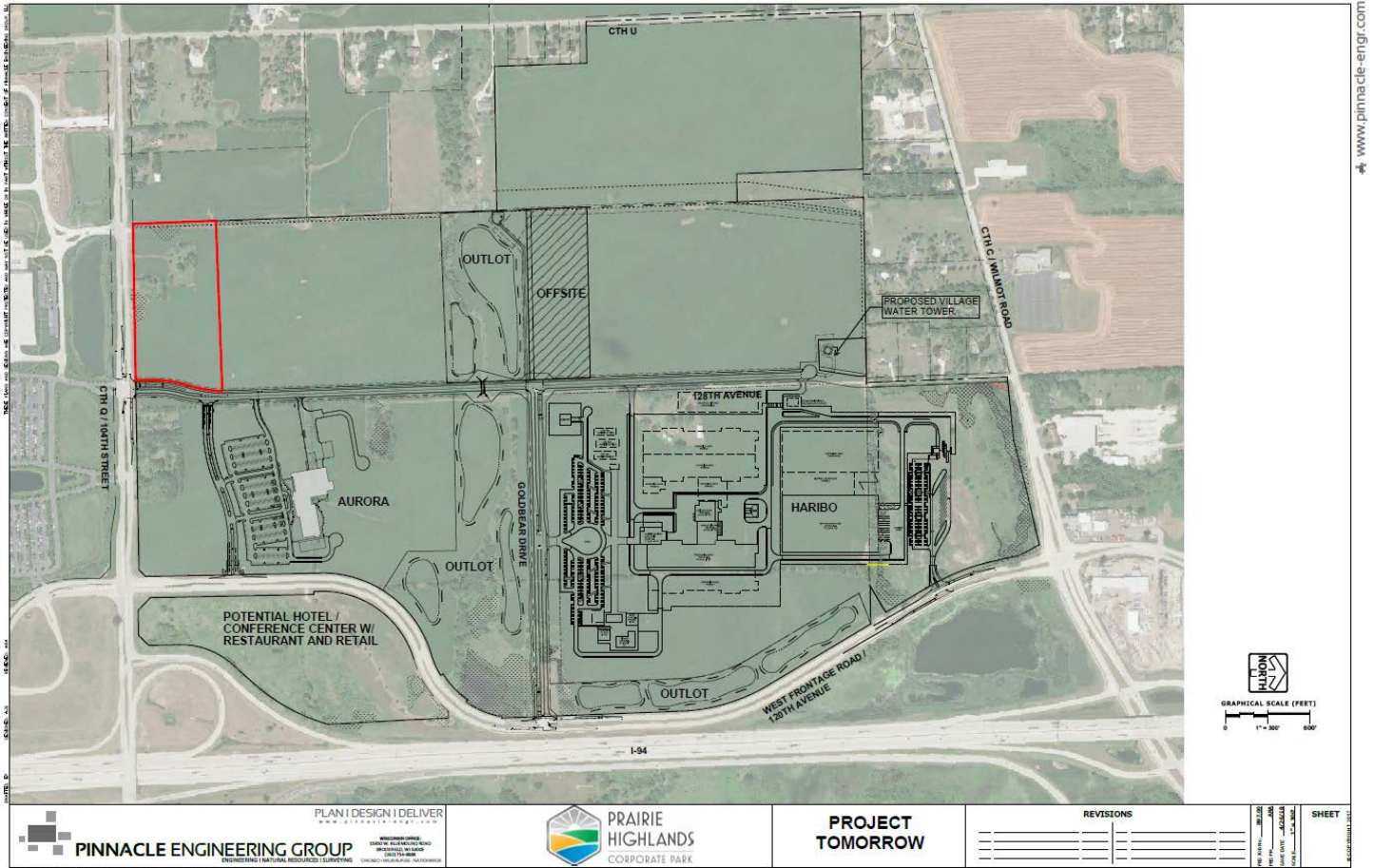


EXHIBIT B
TO
PRAIRIE HIGHLANDS CORPORATE PARK
PURCHASE AND SALE AGREEMENT

PERMITTED ENCUMBRANCES

1. Municipal and zoning ordinances.
2. Recorded easements for public utilities and for drainage.
3. Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highland Corporate Park, as amended.
4. Development Agreement between Buyer and Seller.
5. Installments of special assessments, if any, due and payable after Closing.
6. General real estate taxes levied in the year of Closing that are due after Closing.
7. [Additional Permitted Encumbrances may be added after preparation of the Title Commitment by the Title Company.]

EXHIBIT C
TO
PRAIRIE HIGHLANDS CORPORATE PARK
PURCHASE AND SALE AGREEMENT

SELLER DELIVERIES

1. Existing ALTA Survey prepared by Pinnacle Engineering which includes the Property.
2. A Phase I Environmental Assessment prepared by Key Engineering Group, Ltd dated April 26, 2017 which includes the Property.
3. Prairie Highlands Corporate Park Wetland Delineation Report prepared by R.A. Smith National dated November 15, 2017 which includes the Property.
4. Geotechnical Report – Phase 2 prepared by Professional Service Industries, Inc. dated April 30, 2018 which includes the Property.
5. Prairie Highlands Corporate Park Grading Plan South of Outlet for Option A & Option B land areas.
6. Proposed Pedestrian Ways Map Prairie Highlands Corporate Park, dated March 15, 2019.
7. Prairie Highlands Owners’ Association, Inc. Bylaws adopted June 27, 2018.
8. Prairie Highlands Owners’ Association, Inc. Articles of Incorporation, filed with State of Wisconsin, June 28, 2018.
9. Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park, recorded May 30, 2018.
10. First Amendment to Declaration for Prairie Highlands Corporate Park, recorded June 22, 2018.

DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF PLEASANT PRAIRIE
AND
NEXUS PHARMACEUTICALS, INC.

_____, 2019

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List of Exhibits

- Exhibit A - Description of Property
- Exhibit B - Conceptual Site Plan
- Exhibit C - Form of Memorandum of Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Development Agreement") is made and entered into effective as of the _____ day of _____, 2019 (the "Effective Date"), by and between **NEXUS PHARMACEUTICALS, INC.**, an Illinois corporation (the "Developer") and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation (the "Village").

RECITALS:

WHEREAS, the Developer or its wholly-owned subsidiary has agreed to purchase the real estate (the "Property") located within the Village, more particularly described on **Exhibit A** from the Village pursuant to that certain Prairie Highlands Corporate Park Purchase and Sale Agreement dated as of July ____, 2019, between the Village and Developer (the "PSA");

WHEREAS, the Property is zoned M-5 Production Manufacturing District and will be developed by Developer with an 80,000 to 90,000 square foot building for office, manufacturing and warehouse distribution of injectable pharmaceutical drugs (the "Building") and other related improvements (the "Project"). The Project will represent the first of a desired three (3) phase approach (each a "Phase" and collectively the "Phases") with two (2) pharmaceutical filling lines in the Project; and the total development cost of the Project will be not less than \$80,000,000.00 (which \$80,000,000.00 shall include equipment, personal property and soft costs for the Project) with the construction of the Project to be substantially completed on or before June 1, 2021 (as further described in Section IV.E below). Future expansion of the Project (i.e. additional Phases) shall be at the sole discretion of Developer and will require future Village approvals.

WHEREAS, this Development Agreement is intended to serve as an Agreement for the construction of the private infrastructure improvements and the Project;

WHEREAS, the Property is part of a larger corporate park known as "Prairie Highlands Corporate Park" (the "Park") located on land purchased by the Village;

WHEREAS, Section 66.1105 of the Wisconsin statutes (the "Tax Increment Law") provides the authority and establishes procedures by which the Village may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law, cause project plans to be prepared, approve such plans, implement provisions and effectuate the purposes of such plans, and finance such development through the use of tax incremental financing;

WHEREAS, on April 17, 2017, the Village Board of Trustees (the "Village Board") adopted Resolution No. 17-07 which adopted the TID Project Plan (the "TID 5 Project Plan") which created Tax Increment Financing District No. 5 ("TID 5") which includes as project costs the costs for the construction of infrastructure improvements benefitting

the Property and surrounding property, as more particularly described in the TID 5 Project Plan (TID 5 also referred to as the "District");

WHEREAS, the Village has required that the development of the Project be accompanied by this Development Agreement between the Developer and the Village;

WHEREAS, this Development Agreement is intended to provide for certain duties and responsibilities of the Developer relating to the development of the Property and construction of the Building;

WHEREAS, the Village has determined that the development of the Property and the Building pursuant to this Development Agreement and the fulfillment generally of this Development Agreement by the parties hereto are in the best interests of the Village and its residents; will create jobs benefitting the residents of the Village and the surrounding region; will enhance the value of other properties in the Village; will promote the orderly development of the Property in accordance with the Village's Comprehensive Plan for growth and development adopted by the Village; and are in accord with the public purposes and conditions of the applicable state and local laws and requirements under which the Project Plan for the District has been undertaken and is being carried out;

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I. DEFINITIONS AND RULES OF CONSTRUCTION

A. Definitions. In addition to the words and terms elsewhere defined in this Development Agreement, the following words and terms when used in this Development Agreement shall have the following meanings:

"Building" means the building to be constructed on the Property, as set forth in the Recitals.

"CSM" means the proposed certified survey map to be approved by Village and Developer and recorded by the Village prior to the Developer's purchase of the Property.

"Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park recorded against the Property and the surrounding Prairie Highlands Corporate Park property as provided in such Declaration and as more particularly described and defined in Section IV.C. hereof.

"Developer Default Notice" shall have the meaning set forth in Section IX.B. hereof.

“Development Loan” shall have the meaning set forth in Section V.B. hereof.

“Developer Work” means all of the work of the Developer or its contractors on the Property, including the site work and final grading, storm water work, water work, sanitary sewer work, onsite roadway work, landscaping and Building construction pursuant to the plans to be submitted to the Village.

“Event of Default” shall have the meaning set forth in Section IX.A. hereof.

“Park” shall mean the Prairie Highlands Corporate Park of which the Property is a part, as set forth in the Recitals.

“Project” has the meaning set forth in the Recitals.

“Property” has the meaning set forth in the Recitals.

“Site Plan” shall mean the conceptual site plan for the Project attached hereto as **Exhibit B**.

“Village Board” means the Village Board of Trustees of the Village as defined in the Recitals.

“WISDNR” means the State of Wisconsin Department of Natural Resources.

“WISDOT” means the State of Wisconsin Department of Transportation.

“WISDSPS” means the State of Wisconsin Department of Safety and Professional Services.

B. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Development Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Development Agreement nor shall they affect its meaning, construction, or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

SECTION II. CONDITIONS PRECEDENT TO VILLAGE OBLIGATIONS

In addition to all other conditions and requirements set forth in this Development Agreement, the obligations of the Village under this Development Agreement are conditioned upon the satisfaction of each and every of the following conditions:

A. Authority. Prior to the execution of this Development Agreement, Developer shall provide the Village with evidence reasonably satisfactory to the Village that Developer is authorized to enter into this Development Agreement and that the persons signing this Development Agreement on behalf of Developer are authorized to so sign this Development Agreement.

B. Certificate of Status. Prior to the execution of this Development Agreement, Developer, at its cost, shall provide a certificate of status of Developer issued by the Wisconsin Department of Financial Institutions.

C. No Defaults. No uncured Developer Default or event which with the giving of notice or lapse of time or both would be a Developer Default by Developer shall exist under this Development Agreement.

D. Village Approvals. The Developer shall have obtained, or will obtain, from the Village all approvals required for the development of the Building and the Project.

E. Other Governmental Approvals. The Developer shall have obtained all approvals and permits required from all governmental authorities for the development of the Building and the Project, including from WISDOT, WISDNR, WISDSPS and any other governmental approvals.

In the event Developer fails to satisfy any condition set forth in this Article II, Developer shall not be allowed to commence or continue any construction upon the Property until such condition is satisfied.

All submissions given to the Village to satisfy the conditions contained in this Article II must be satisfactory in form and content to the Village, in its reasonable discretion, unless otherwise specifically stated.

SECTION III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the Village may rely upon in entering into this and all other agreements with Developer and upon which the Village may rely in granting all approvals, permits and licenses for the Project and in executing this Development Agreement and performing its obligations hereunder:

A. Organization. Developer is a duly organized and existing corporation in current status under the laws of the State of Illinois and qualified to do business in the State of Wisconsin.

B. Authorization. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

C. Correctness of Documents. All copies of financial statements, documents, contracts and agreements which Developer has furnished or caused to be furnished to the Village are true and correct in all material respects.

D. Veracity of Statements. No statement of fact by Developer contained in this Development Agreement and no statement of fact furnished or to be furnished by Developer to the Village pursuant to this Development Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

E. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Development Agreement will not violate or conflict with Developer's articles of organization or operating agreement, company organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Development Agreement violate or conflict with any law applicable to Developer or the Project.

F. No Litigation. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

G. Sufficient Funds. The Developer has at this time, and will have so long as this Development Agreement continues in effect, sufficient available funds for the completion of the Developer's obligations under this Development Agreement.

H. Financing. The Developer has obtained, or will obtain, all necessary equity and debt financing to fully fund all of its obligations hereunder for the Project and has performed and complied with all conditions, covenants and agreements as required by such debt financing for the Project.

I. **No Defaults.** To the best of Developer's actual knowledge, no Developer Default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Development Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument to which Developer is a party or an obligor.

SECTION IV. UNDERTAKINGS OF THE DEVELOPER

A. **Obtain Approvals for Development and Occupancy.** The Developer, at its cost and expense, shall: (i) submit all information, drawings, elevations, civil and building plans, specifications and other documents and information and all other matters required by the Village for approval of all plans for any and all grading, site work, landscaping, signage, lighting, improvements, construction and development of the Property in accordance with the normal practices and procedures of the Village including, but not limited to, obtaining Village approval of a grading plan before commencing any work on the Property; and (ii) obtain all approvals necessary therefor within the earliest commercially reasonable time thereafter, and obtain all zoning, building and other permits and other approvals for construction of prior to the commencement of any construction activities thereon including, but not limited to, all required Site and Operational Plans (as defined in Article IX of the Village's Zoning Ordinance) and all required certified survey map approvals under the Village's Land Division and Development Control Ordinance. As part of any approval process, the Village may, in accordance with its normal permitting and zoning process, impose such restrictions, covenants and obligations on the Developer as the Village deems appropriate for the development, construction and use of the Property. The Developer agrees to pay all development, license, permit, legal and other fees required by the State of Wisconsin, the Village and all other applicable governmental entities, and, except as otherwise provided in this Development Agreement, will not in any way seek reimbursement from the Village for the cost thereof. No site grading, the Building or improvements shall be constructed on or in the Property until the plans and specifications for the Building and improvements have been reviewed and approved by Village staff and granted final approval by the Village Plan Commission and/or Village Board; all necessary zoning, building and other permits and approvals are obtained in accordance with the requirements of the Village and the Village ordinances. The Building or improvements shall not be occupied prior to the approval of a permit application for and the issuance by the Village of a certificate of occupancy pursuant to Chapter 370 of the Village Code of Ordinances.

B. **Compliance with Codes, Plans and Specifications.** The construction of the Developer Work, the Building and other improvements constructed on and in the Property, and their uses, shall be in accordance with the Site Plan and in compliance with all applicable zoning and other ordinances of the Village; all other applicable laws, ordinances, regulations and requirements of all other governmental and quasi-governmental entities having jurisdiction over the Property; and with the pertinent provisions of the plans and specifications which have been approved by the Village. The acceptance of this Development Agreement and granting of any and all approvals, zoning, licenses and permits by the Village, in and of itself, shall not obligate the Village

to grant any variances, exceptions or conditional use grants, or approve any site grading, building or construction the Village determines not to be in compliance with the Village ordinances, or the requirements of any other applicable governmental authority.

C. Declaration of Covenants, Conditions, Restrictions and Easements.

The Village has recorded the Declaration against the Property in the form previously provided to the Developer by the Village and as approved by the Village. Developer hereby agrees and consents to all of the covenants, easements, development standards and restrictions for the Property set forth in the Declaration and agrees to comply with the Declaration.

D. Requirements for Developer Work.

1. All of the Developer Work shall be performed by the Developer to such standards as are generally specified by the Village for such work as if performed on behalf of the Village, and as specifically required by the Village. The Developer Work shall at all times be subject to Village inspection and approval. All Developer Work shall be performed by contractors and subcontractors who are licensed and qualified to do such work. The Developer agrees to pay for all inspection and construction related services provided by the Village in connection with the approval of the Developer Work. Without limiting the foregoing, the Developer shall at all times take all precautions necessary or advisable and at all times perform all work on or in the Property or in connection with the Project, in a manner that will safeguard and protect the water, sanitary sewer and other infrastructure that may be affected by the Project, and in compliance with the requirements of the Village's Construction Site Maintenance and Erosion Control Ordinance.

2. The Developer or Lot owners shall execute a Digital Security Imaging System (DSIS) Agreement and DSIS Access Agreement pursuant to Village ordinance regulations to assist in maintaining a safer environment for the Lot owners and occupants of the Park and for the protection of their personal property. The DSIS shall afford the opportunity for public safety departments to visually examine the Building, exterior parking areas and entrances and exits to the Property and will provide emergency response personnel with a live visual assessment of an emergency situation in advance of arrival without placing an undue burden on the Village taxpayers as well as greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions.

3. The Developer shall hold a preconstruction meeting and shall notify the Village of the commencement date of all Developer Work, or Building construction on, in, or related to the Property, and keep the Village informed of the Developer's construction schedule.

4. For purposes of this Development Agreement, for Developer Work, the terms "completion" or "completed" shall mean the issuance by the Village of a final inspection approval for such Developer Work, provided that the Developer and the Village have entered into an agreement concerning any uncompleted landscaping or

other uncompleted work reasonably required by the Village for full completion of such Developer Work in accordance with the usual practice and procedures of the Village.

5. The Village shall perform all construction field inspection services relating to the required Developer Work, as required, and the Developer shall promptly pay to the Village Treasurer, upon demand, the costs of all such services, pursuant to the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance.

6. There will be no Village snowplowing efforts on 128th Avenue and Goldbear Drive until the public streets are completed by the Village. The Developer understands and agrees that all public sidewalks shall be repaired as needed, maintained, and shoveled/deiced by the Developer as required by Village Ordinances.

7. Village officials and their designees shall have the right to enter upon the Property at all reasonable times, without notice, to inspect the status, progress and quality of the Developer Work and any related materials, goods or equipment.

E. Construction Timeline and Value Increment Creation for the Property. The Developer agrees to create as a result of the development of the Property a minimum value increment (as such term is defined in Section 66.1105(2)m of the Wisconsin Statutes) within TID 5 of not less than Twenty-five Million and No/100 Dollars (\$25,000,000.00) on or before June 1, 2021 in connection with the initial Phase of the construction of improvements on the Property, and to maintain such equalized tax assessment values until the termination of TID 5. Developer agrees to substantially complete the construction of the Project on or before June 1, 2021. For purposes of this Development Agreement, the terms “substantial completion” or “substantially completed” shall mean the issuance by the Village of an occupancy permit for that Building, provided that Developer and the Village have entered into an agreement concerning any uncompleted landscaping or other uncompleted work reasonably required by the Village for full completion of such Building in accordance with the usual practice and procedures of the Village.

F. Contractor Access and Cooperation. Developer shall allow the Village’s contractors ingress and egress to the Property to complete the stormwater system and finish the site work, infrastructure and utility work for the Park after the closing of the conveyance of the Property to Developer. The Village’s contractors and the Developer’s contractors will coordinate and cooperate with each other so as not to impede or hinder each other’s work.

SECTION V. UNDERTAKING OF THE VILLAGE

A. Rough Grading. The Property will be leveled to a readily developable condition establishing the shape, soil condition and drainage of the Property, but not to “pad ready” condition on or before August 30, 2019 (subject to extension by agreement

between the Village and Developer in the event that the Village provides notice to the Developer of the inability to complete on or before August 30, 2019 and the reasoning therefor). The Property will be graded to be void of any drastic changes in topography, with no large piles of soil or large depressions. The grade will be established to fall away from the center building pad area, any debris will be removed from the site, and the Village shall leave topsoil stockpiled on the Property. The deadline for the completion of the rough grading is contingent upon Developer providing the Village with a final Site Plan for the Property showing the location of the Building, parking, other improvements and proposed landscaping of the Property prior to the execution of this Agreement. In the event of delay of Developer in providing such final Site Plan, the completion of the rough grading shall be delayed accordingly.

B. Development Loan. Upon the Developer's completion of the construction of the footings and foundations for the Buildings, and the approval by the Village of the inspections of such footings and foundations (the "Foundation Completion"), Village shall loan the Developer the sum of \$500,000.00 (the "Development Loan") ten (10) days after the Foundation Completion. Developer shall use such Development Loan to pay for Developer's site grading, utility and other site costs to prepare the Property for the construction of the Buildings. In the event of the sale of Developer's stock or the Property prior to the termination of TID 5, the Development Loan shall be repaid to the Village contemporaneously with such sale. In the event of the termination of TID 5 without the prior sale of Developer's stock or the Property, the Development Loan will be forgiven, terminated and of no further effect.

SECTION VI. MISCELLANEOUS REQUIREMENTS

The Developer shall do each and all of the following at its cost and expense:

A. Manner of Performance. Cause all construction obligations of the Developer referred to in this Development Agreement to be carried out and performed in a good and workmanlike manner, consistent with construction standards in the Village;

B. Utilities. Install all electrical, telephone, cable, fiber optic and gas utilities underground on the Property in accordance with all ordinances of the Village. It shall be the responsibility of the Developer to contract to have installed and pay for all costs associated with private utilities;

C. Permits. Provide and submit to the Village, valid copies of any and all governmental agency permits relating to the construction of the Project. No occupancy permits shall be issued for the occupancy of the Building or portion thereof on the Property until such time as final inspections are completed and passed by the Village and/or State of Wisconsin building, fire and rescue and zoning inspectors;

D. Performance Standards. Comply with the performance standards set forth in Section 420-38 and elsewhere in the Village Code of Ordinances;

E. Debris. Keep the Property free from litter and debris during all phases of grading and construction. The Developer shall promptly remove and lawfully dispose of all tree trunks, limbs, brush and other rubbish and debris from the Project. Tree trunks and other organic matters shall not be backfilled on the Property. Offsite sediment deposition occurring as a result of a storm event shall be cleaned up by the end of the next work day following the occurrence. All other offsite sediment deposition occurring as a result of construction activities shall be cleaned up at the end of the work day;

F. Stop Work Orders. The Developer shall promptly comply with any stop work orders issued pursuant to applicable provisions of the Village Building Code, Village Land Division and Development Control Ordinance or the Village Zoning Ordinance because the design, location, materials, workmanship or other performance are not in accordance with the provisions of this Development Agreement, Site and Operational Plans, the Land Division and Development Control Ordinance, or the Erosion Control and Construction Site Maintenance Ordinance or any other Village Ordinances;

G. Inspection. During the development of the Building, the Village shall have the right at any time and from time to time to enter upon the Property to perform any testing and inspections deemed necessary or appropriate by the Village. For any required testing or inspections within any Building on the Property, the Village shall provide prior notice to the Developer, except for emergency situations;

H. Financial Information. The Developer shall, from time to time upon request of the Village, provide financial information and statements of the Developer to the Village, and certify that such information and statements are true and correct in all respects provided that the Village will not request such financial information more than once in any calendar year;

I. Occupancy Certificates. The Developer shall apply for and obtain certificates of occupancy for the Building on the Property prior to occupancy and comply with the terms of such certificates of occupancy.

J. Commercial Sprinklers. The Building on the Property shall be constructed utilizing commercial sprinklers for the entire Building, regardless of Building size and irrespective of any State of Wisconsin requirements.

SECTION VII. CONDITIONS OF ALL OBLIGATIONS OF THE VILLAGE UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Development Agreement:

A. Representations Correct. All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;

B. Covenants Performed. All covenants and obligations of the Developer under this Development Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein;

C. No Default. No Event of Default has occurred, or with the giving of notice or lapse of time would occur; and

D. No Material Change. There is no material adverse change in the financial condition of the Developer which might impair its ability to perform its obligations under this Development Agreement.

SECTION VIII. INDEMNIFICATIONS

The Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Village Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any breach of any warranty, covenant or agreement of the Developer under this Development Agreement, or the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Village Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Village Indemnified Parties, the Developer will protect and defend the Village Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Development Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project or the Property. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee or the Village. The Village will indemnify and hold harmless the Developer, its members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Developer Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any actions or negligence of the Village or the Village's contractors pursuant to Section IV.F. of this Development Agreement; provided that the foregoing indemnification shall not be effective for any willful acts of the Developer Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Developer Indemnified Parties, the Village will protect and defend the Developer Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Village (or other persons acting on its behalf or under its direction or control) under Section IV.F. of this Development Agreement.

SECTION IX. DEFAULT/REMEDIES

A. Events of Default. An event of default ("Event of Default") is any of the following:

1. Subject to Section IX hereof, a failure by the Developer to cause substantial completion of the Developer Work or any part thereof to occur pursuant to the terms, conditions and limitations of this Development Agreement, a failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development Agreement or a failure by the Developer to pay any amount when and as due to the Village, and after the notice and cure period provided in Section IX.B. below; or

2. The Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or

3. The dissolution or liquidation of the Developer, or the commencement of any proceedings therefor.

B. Notice of Event of Default.

1. Except for Sections IX.A.2. and IX.A.3. above, in the event of an Event of Default, the Village shall notify the Developer in writing (the "Developer Default Notice") of the specific nature of the Event of Default. If the Village believes that an alleged failure of performance by the Developer poses an imminent threat to the public health or safety, the Developer Default Notice shall so state.

2. The delivery by the Village of a Developer Default Notice to the Developer shall not be a condition precedent to the issuance by the Village of a stop work order pursuant to the applicable provisions of the Village's Land Division and Development Control Ordinance, or to any legal action taken pursuant to this Development Agreement to enforce such ordinance or other applicable ordinance.

3. The Developer shall have fifteen (15) days after receipt of a Developer Default Notice to cure an alleged monetary default and shall have thirty (30) days after receipt of a Developer Default Notice to cure any other alleged failure to perform under this Development Agreement; provided, however, that if the failure is reasonably incapable of cure within said thirty (30) day period, the Developer has commenced such cure within said thirty (30) day period, and is diligently pursuing such cure, then the time for such cure shall be extended for a reasonable additional period of time under the circumstances as reasonably determined by the Village to allow the Developer to complete its curative activity.

4. Whenever an alleged failure of performance under this Development Agreement is believed by the Village to pose an imminent threat to public health or safety, the parties shall immediately confer in good faith as to how such threat can be most effectively and expeditiously eliminated.

5. Notwithstanding anything to the contrary in this Development Agreement, if the Village believes in good faith that the commencement of a legal action or the performance of its own work with respect to curing a perceived failure prior to the commencement or completion of the Developer's curative action is urgently required to protect the public health or safety, the Village may proceed to do so, giving such prior notice to the Developer and offering the Developer such opportunity to cure as is practical under the circumstances.

C. Village Remedies on Default. Whenever an Event of Default occurs and is continuing, the Village may take any one or more of the following actions without waiving any rights or remedies available to it:

1. Immediately suspend its performance under this Development Agreement, including issuance of the Development Loan, from the time any Developer Default Notice is given until it receives assurances from the Developer deemed adequate by the Village that the Developer will cure its default and continue its due and punctual performance under this Development Agreement;

2. Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Development Agreement; and

3. Perform or have performed all necessary work, and have supplied all necessary equipment, goods, materials, or services, to complete all or any part of the Developer Work in satisfactory form.

D. No Remedy Exclusive. No remedy or right conferred upon or reserved to the Developer or the Village in this Development Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Development Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

E. Developer Remedies. In the event that Developer believes the Village has failed to perform its obligations under this Development Agreement, Developer shall notify the Village in writing of the specific nature of the alleged failure in writing (the "Village Default Notice"). In the event the Village has not cured such alleged failure to perform under this Development Agreement within thirty (30) days after the Village Default Notice, the Developer may proceed with any remedy available at law or in equity under the laws of the State of Wisconsin.

F. No Implied Waiver. In the event any warranty, covenant or agreement contained in this Development Agreement should be breached by a party and thereafter waived by the other party, such waiver shall be limited to the particular breach so

waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

G. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs under this Development Agreement and the aggrieved party incurs attorneys' fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the party in default shall pay the reasonable attorneys' fees, court costs and other such expenses incurred by the other party.

SECTION X. PERMITTED DELAYS

Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, work stoppages arising out of collective bargaining strikes, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused and a reasonable time thereafter acceptable to the Village to remobilize. However, in order for a party to be entitled to make a claim for any such delays, such party must give the other party written notice of the conditions or events giving rise to the delay and the number of days claimed to be due to such conditions or events within thirty (30) days from the date of the occurrence of the condition or event giving rise to the delay. The provisions of this Section shall not operate to excuse the Developer from the prompt payment of any and all monies the Developer is required to pay under this Development Agreement.

SECTION XI. FEES

A. Miscellaneous Fees. The Developer shall pay to the Village Treasurer in cash or by check upon execution of this Development Agreement, all fees which have not already been paid by the Developer, if any, and the Developer shall pay to the Village Treasurer when they have become due and payable all other fees prescribed by the Village Land Division and Development Control Ordinance which are or may become due and payable.

B. Engineering and Zoning Related Review Fees. In addition to the Village's Consulting Engineer's review and Inspection services, the Developer shall reimburse the Village for all fees incurred by it for the Village Engineer's and Public Work Department's inspections, the Village Community Development Department staff review and inspection services, legal fees and any other expert or administrative services in connection with its inspections and approvals of the Developer Work and other items associated with the Project requiring the Village's review, inspection or approval as provided in the Pre-Development Agreement executed by Developer and

on file with the Village. The Village's monthly invoices shall provide an itemization specifying the work done, by whom it was done and the charge for such work.

C. Connection and Impact Fees. The Village charges connection fees and impact fees to developers, and subsequent landowners thereafter, of all new developments. The Developer shall not be required to pay any sewer connection charge under Section 285-23 of the Village Code of Ordinances nor any municipal water connection fee. Impact fees compensate the Village for additional costs for public improvements resulting for services for the new development such as for police, fire and public works and parks related projects. Impact fees are due as a condition precedent to the issuance of a building permit and will be paid by the Developer at such time. Developer shall pay the impact fee, which is currently \$1.94 per \$1,000 of estimated valuation pursuant to Chapter 181 of the Village Code of Ordinances. Notwithstanding anything to the contrary contained herein or contained in Chapter 181 of the Village Code of Ordinances, Developer shall not be required to pay any impact fee in connection with the estimated valuation of any personal property or equipment.

SECTION XII. ASSIGNMENT

The Developer shall not transfer, sell or assign this Development Agreement or its obligations under this Development Agreement, without the prior written consent of the Village, which consent may be withheld, conditioned or delayed for any reason. Developer shall not transfer, sell, convey or assign the Property, or any portion thereof, until Developer has fully complied with all of its obligations under this Development Agreement, without the prior written consent of the Village, which consent shall not be unreasonably withheld; provided, however, that Developer may have the Village convey all or a portion of the Property to a wholly-owned subsidiary of Developer (a "Controlled Assignee") without the Village's consent or the Developer may convey all or a portion of the Property to a Controlled Assignee without the Village's consent so long as (i) no Event of Default has occurred or is continuing hereunder, (ii) the Controlled Assignee assumes the obligations of Developer hereunder by an assumption document acceptable to the Village and (iii) Developer will not be released and will remain liable for all of its obligations under this Agreement.

SECTION XIII. BINDING

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION XIV. AMENDMENTS

This Development Agreement may only be modified or amended by written agreement, duly authorized and signed by the Village and the Developer, their permitted successors or assigns.

SECTION XV. ADDITIONAL PROVISIONS

A. Conflicts of Interest. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Development Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such financial interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Development Agreement which affects his or her personal financial interest or the financial interests of any corporation, partnership or association in which he or she has a direct or indirect financial interest. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Development Agreement.

B. Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Development Agreement.

C. No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

D. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

E. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Development Agreement.

F. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, or sent via a nationally-recognized overnight delivery service (such as Federal Express), to the parties' respective addresses as follows:

To the Village:	Village of Pleasant Prairie, Wisconsin 9915 39 th Avenue Pleasant Prairie, WI 53158 Attn: Nathan R. Thiel, Village Administrator
-----------------	--

With a copy to: Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Jean M. Werbie-Harris,
Community Development Director

With a further
copy to: Brian G. Lanser and
Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue #2350
Milwaukee, WI 53202

To the Developer: Nexus Pharmaceuticals, Inc.
400 Knightsbridge Parkway
Lincolnshire, IL 60069
Attention: Jonathan Cook

With a copy to: Nexus Pharmaceuticals, Inc.
400 Knightsbridge Parkway
Lincolnshire, IL 60069
Attention: Ayesha Ahmed

With a further
copy to: Thompson Coburn LLP
55 East Monroe Street, 37th Floor
Chicago, IL 60606
Attn: Justin M. Newman

or to such other address as a party may designate for itself by notice given to the other parties from time to time in accordance with the provisions hereof.

Notice shall be deemed delivered (i) in the case of personal delivery, on the date when personally delivered; (ii) in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery, or (iii) in the case of notice sent via a nationally-recognized overnight delivery service, on the day such delivery service attempts delivery at the notice address.

G. Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein.

H. Governing Law. This Development Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

I. Further Assurances. The Developer will at any time, and from time to time at the written request of the Village, sign and deliver such other documents and instruments requested by the Village as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Development Agreement.

J. Counterparts. This Development Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

K. No Third Party Beneficiaries. This Development Agreement is not intended to benefit or to be enforceable by any person other than the Village, the Developer, and their respective successors and permitted assigns, which shall not include, for purposes of this subsection, any person who has not assumed all of the benefits and obligations of this Development Agreement in accordance with the terms of this Development Agreement.

L. Applicability of Village Ordinances. The provisions of the Village Land Division and Development Control Ordinance and Zoning Ordinance are applicable to the subject matter of this Development Agreement whether or not such provisions are referred to expressly herein. In the event of inconsistency between the provisions of said ordinances and the provisions of this Development Agreement, the provisions that are most stringent against the Developer or most favorable to the Village shall control.

M. Amendment of Ordinances. In the event that the Village Land Division and Development Control Ordinance or Zoning Ordinance is amended or recreated after this Development Agreement is entered into, and before all of the obligations of the Developer under this Development Agreement have been satisfied, then any such amendment shall apply to this Development Agreement and Developer shall comply with any such amendment.

N. Severability. In the event that any part of this Development Agreement is determined to be invalid by a court of competent jurisdiction, such part shall be severed from the Agreement, and the balance of this Development Agreement shall survive.

O. No Threat to Public Health or Safety. Notwithstanding any language in this Development Agreement to the contrary, the Developer shall not do nor permit any other person to do anything in connection with the performance of the Developer's obligations under this Development Agreement which poses a threat to the public health or safety.

P. Good Faith and Fair Dealing. The parties shall deal with one another fairly and in good faith. If this Development Agreement provides that an approving party may grant or withhold its approval or consent in its sole and absolute judgment or discretion, such approval or consent may be unreasonably withheld or conditioned and the approving party shall not be obligated to state the reasons for withholding its approval. If this Development Agreement does not expressly provide that an approving or consenting party may grant or withhold its approval in its sole and absolute judgment

or discretion, the approving party shall not unreasonably withhold, condition or delay its approval.

Q. No Rule of Construction Against Drafter. The language used in this Development Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of construction shall be applied against either party as the drafter of this Development Agreement.

R. Incorporation of Recitals. The Recital paragraphs set forth at the beginning of this Development Agreement are incorporated as part of this Development Agreement as though fully set forth herein.

S. Recording. The parties hereto agree that the Village may require the Developer to record this Development Agreement or a Memorandum of this Development Agreement on the record title to the Property or any portion thereof at the cost and expense of the Developer. The Developer shall, contemporaneously with the execution of the Development Agreement, execute and deliver the Memorandum of Development Agreement substantially in the form attached hereto as **Exhibit C**, or other similar document, in connection with such recording.

T. Covenant Running With the Land. The covenants and agreements contained in this Development Agreement shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Developer and all successive owners of the Property, and any portion thereof, and their respective heirs, representatives, successors and assigns.

U. Tax Exempt and Tax Assessment Covenants. Developer will not sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general ad valorem property taxation or use the Property in a manner which would cause all or any portion of the Property to be exempt from general ad valorem property taxation (the "Tax-Exempt Covenant"). This Tax-Exempt Covenant shall be in effect during the term of TID 5 or any successor tax increment district including the Property. This Tax-Exempt Covenant runs with the Property and binds all owners in title to the Property during the term of the Tax-Exempt Covenant. In the event a court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then Developer and its successors and assigns shall, and shall cause Developer and its successors and assigns to, make a payment in lieu of taxes to the Village as required from time to time by the Village. During the existence of TID 5 or any successor tax increment district including the Property, neither Developer nor any successor owner of the Property shall contest or consent to any other party contesting the ad valorem tax assessed value for the Property or any portion thereof using as evidence of its value the sales of properties with abandoned or vacated buildings, and the ad valorem tax assessed value of the Property or any portion thereof shall be determined using the same method used for other like properties and under no circumstances will a vacant building method be used to determine such ad valorem tax assessed value.

V. Survival of Representations and Warranties. All representations and warranties made by the Developer in this Development Agreement shall survive for a

period of one (1) year after substantial completion of the last Building constructed on the Property by the Developer; provided, however, that Developer agrees to assign to the Village its rights under its design contracts for the Public Infrastructure Improvements prior to the expiration of such representations and warranties.

W. Costs. Developer shall pay all fees, costs and expenses incurred by the Village, including attorneys' fees, in connection with the enforcement of this Development Agreement, and all documents and agreements executed in connection therewith, and the declaration or enforcement of the Village's rights under this Development Agreement, including without limitation the declaration or enforcement of such rights in any litigation or arbitration proceeding involving the Village in any court or before any arbitrator or in any bankruptcy, reorganization or insolvency proceeding involving Developer or any of its members. Any and all such fees, costs and expenses unpaid by the Developer or incurred by the Village shall be indebtedness of Developer to the Village hereunder and shall be paid to the Village within thirty (30) days of the receipt of an invoice therefor.

[SIGNATURES CONTINUED ON NEXT PAGES]

DATED as of the day, month and year first above written.

THE DEVELOPER:

NEXUS PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) ss.

Personally came before me this ____ day of _____, 2019 the above-named _____, the _____ of Nexus Pharmaceuticals, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the aforesaid corporation.

Notary Public,

County, _____
Commission: _____

VILLAGE:

VILLAGE OF PLEASANT PRAIRIE, a
Wisconsin municipal corporation

By: _____
Name: John P. Steinbrink
Title: Village President

By: _____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA) ss.

Personally came before me this ____ day of _____, 2019 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Lot ___ of Certified Survey Map No. _____ Recorded with the Kenosha County
Register of Deeds on _____ as Document No. _____.

Commonly known as 10300 128th Avenue, Pleasant Prairie, WI 53158

EXHIBIT B

CONCEPTUAL SITE PLAN

EXHIBIT C

FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT

[See attached]

MEMORANDUM OF DEVELOPMENT
AGREEMENT

Document Number

Document Title

MEMORANDUM OF DEVELOPMENT
AGREEMENT BETWEEN THE VILLAGE OF
PLEASANT PRAIRIE AND NEXUS
PHARMACEUTICALS, INC.

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made by the **Village of Pleasant Prairie**, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 and **Nexus Pharmaceuticals, Inc.**, an Illinois corporation (the "Developer"), with a business address of 400 Knightsbridge Parkway, Lincolnshire, Illinois 60069 for the purposes set forth in the Development Agreement dated _____, 2019 between the **Village of Pleasant Prairie** and the Developer ("Development Agreement") on file with the Village.

Recording Area

Name and Return Address

Village Of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

WITNESSETH:

Parcel Identification Number (PIN)

1. The Developer and the Village have entered into the Development Agreement regarding the development of the site and building on certain real property located within the Village, the legal description which is attached hereto as **Exhibit A** and incorporated herein by reference (the "Property"). A copy of the Development Agreement which details certain required construction activities, responsibilities and obligations of all parties for the development of the Property is on file with the Village Clerk and can be viewed at the Village Municipal Building at the address stated above, as can copies of the approved construction plans, profiles and specifications relating to such construction, all of which are a part of or provided for in the Development Agreement.

2. The Development Agreement has provided, among other things, the following:

a. The Developer has undertaken various obligations under the Development Agreement.

b. The Developer has made various representations, warranties and indemnities in the Development Agreement.

c. The Developer has agreed to construct certain improvements on the Property with the values and within the timelines provided in the Development Agreement.

d. The Development Agreement includes a provision restricting the transfer or conveyance of the Property to a person or entity exempt from general ad valorem property taxation or the use of the Property in a manner which would cause all or a portion of the Property to be exempt from general ad valorem property taxation and a requirement that the assessed value of any portion of the Property be determined using the same method used for like properties and under no circumstances shall a vacant property method be used to determine such tax assessed value.

e. The Development Agreement includes a provision providing for the repayment by the Developer to the Village of a \$500,000 loan provided by the Village in the event Developer sells its stock or the Property prior to the expiration of Tax Incremental District No. 5 of the Village of Pleasant Prairie. This Memorandum shall provide a lien on the Property securing the repayment of such \$500,000 loan in the event of a sale of the Property prior to the expiration of Tax Incremental District No. 5 of the Village of Pleasant Prairie.

3. The Development Agreement, as referenced herein, is not intended to benefit or to be enforceable by any person(s) other than the Village and the Developer, and their respective successors and assigns as to the Development Agreement.

4. The Development Agreement runs with the land and is enforceable against Developer and its successors and assigns, including, but not limited to, successor owners of the Property.

5. This Memorandum is intended for notice purposes only and is not a complete summary of the Development Agreement. The provisions of this Memorandum shall not be used in interpreting the Development Agreement. In the event of any conflict between this Memorandum and the Development Agreement, the Development Agreement shall control.

[SIGNATURES CONTINUED ON NEXT PAGES]

IN WITNESS WHEREOF, the Developer and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this ____ day of _____, 2019.

VILLAGE OF PLEASANT PRAIRIE, a
Wisconsin municipal corporation

By: _____
Name: John P. Steinbrink
Title: Village President

ATTEST:

By: _____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA) ss.

This Memorandum was acknowledged before me this ____ day of _____, 2019 by John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, of the Village of Pleasant Prairie.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

NEXUS PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) ss.

Personally came before me this ____ day of _____, 2019 the above-named _____, the _____ of Nexus Pharmaceuticals, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the aforesaid corporation.

Notary Public,
_____ County, _____
Commission: _____

This Memorandum Agreement Drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A
LEGAL DESCRIPTION

Consider the request of the Matt Fineour, P.E. Village Engineer, on behalf of the Village of Pleasant Prairie, owners, for approval of the **Release of Easements and two (2) Certified Survey Maps** to subdivide the property located west of 128th Avenue north of CTH Q (104th Street) in the Prairie Highlands Corporate into 5 Lots and an Outlot.

Recommendation: Plan Commission recommends that the Village Board to approve the **Release of Easements and two (2) Certified Survey Maps** subject to the comments and conditions of the Village Staff Report of July 15, 2019 meeting.

VILLAGE STAFF REPORT OF JULY 15, 2019

Consider the request of the Matt Fineour, P.E. Village Engineer, on behalf of the Village of Pleasant Prairie, owners, for approval of the **Release of Easements and two (2) Certified Survey Maps** to subdivide the property located west of 128th Avenue north of CTH Q (104th Street) in the Prairie Highlands Corporate into 5 Lots and an Outlot.

As Prairie Highlands Corporate Park, generally located between 104th Street (CTH Q) and CTH C (Wilmot Road) west of 120th Avenue (West Frontage Road), continues to develop, the Village staff is presenting two Certified Survey Maps that will create a total of 5 lots and an Outlot. In addition, a number of easements that were previously dedicated that are no longer needed are being released.

Certified Survey Maps. The first CSM will subdivide the property into three lots and one outlot as noted below:

- Lot 3 is 53.1 acres with over 1400 feet of frontage on 128th Avenue.
- Lot 4 is 12.0 acres with over 400 feet of frontage on 128th Avenue.
- Lot 5 is 60.8 acres with over 2000 feet of frontage on 128th Avenue and over 1,000 feet of frontage on 104th Street. [Note CSM #2 will further subdivide this lot.]
- Outlot 3 is 16.3 acres with over 500 feet of frontage on 128th Avenue. This outlot will be owned by the Prairie Highlands Corporate Park and used for stormwater facilities for the Corporate Park. Said stormwater facilities are currently under construction on this outlot.

The second CSM is a redivision of Lot 5 of the first CSM and creates two additional lots:

- Lot 6 is 16 acres with over 500 feet of frontage on 128th Avenue and over 1000 feet of frontage on 104th Street.
- Lot 7 is 44.7 acres with over 1500 feet of frontage on 128th Avenue.

The Lots are zoned M-5, Production and Manufacturing District and a few pocket wetlands on Lots 6 and 7 and Outlot 3 are zoned C-1, Lowland Resource Conservancy District. The floodplain associated with the Creek in Outlot 3 are also zoned FPO, Floodplain Overlay District.

A Zoning Map Amendment is required to rezone the non-wetlands within Outlot 3 into the PR-1, Neighborhood Park and Recreational District and the small wetlands on Lots 3, 6 and 7 along the west property lines is required to be rezoned in to the C-1 District as well. In addition to the Zoning Map Amendments, the 2035 Comprehensive Land Use Plan Map 9.9 will need to be amended to place the non-wetland areas of Outlot 3 into the Park, Recreation and Other Open Space land use designation (the wetlands and the 100 year floodplain designations in this outlot will remain unchanged. In addition, the small wetlands on Lots 3, 6 and 7 along the west property lines shall be shown on the Land Use Plan within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations. These amendments will be considered at a later date upon setting the required public hearing.

Easement Vacations. The easement areas as shown on the **attached** map are being released since these easements are no longer required. All required easements are being shown on the two CSM's. Generally the easements being released included: the Village and Aurora releasing their rights to the wetland easements that are off of their property; Village releasing temporary grading easements and a permanent grading easement; and the Village, We Energies, AT&T and Spectrum releasing general utility easements.

Plan Commission recommends approval of the **Release of Easements and the Certified Survey Maps** subject to the above comments and the following conditions:

1. Prior to recording the CSM's, the easement vacation documents shall be executed and recorded.
2. The CSM's shall be finalized (see **attached** comments), executed and recorded at the Kenosha County Register of Deeds Office and a recorded copies of the CSM's shall be provided to the Village within 30 days of Village Board's approval.

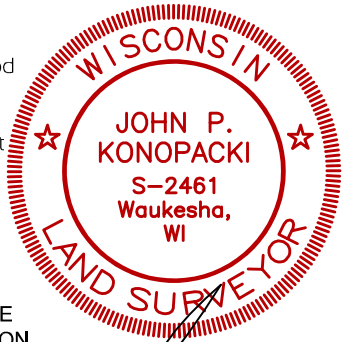
DEV1906-007

CERTIFIED SURVEY MAP NO. _____

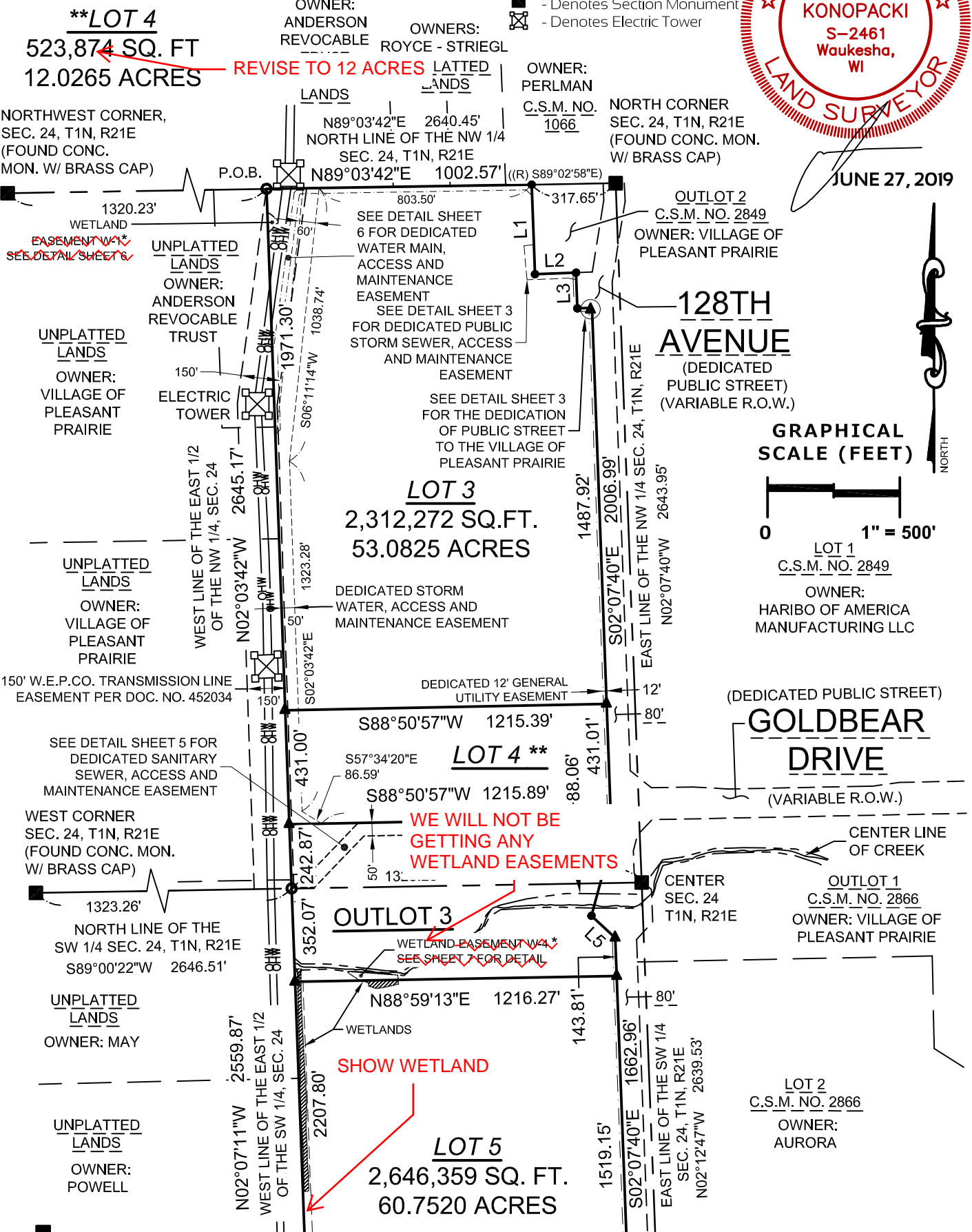
Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

* ALL AREAS DENOTED AS "WETLAND EASEMENT" ARE WITHIN A DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT

- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rod
 - ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - - Denotes Section Monument
 - ⊠ - Denotes Electric Tower



JUNE 27, 2019



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD I SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

Prepared for:
Village of
Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI

SEE:
**SHEET 7 FOR BOUNDARY CURVE
AND LINE TABLES & VICINITY MAP**

PEG JOB#897.00
SHEET 1 OF 13

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. _____

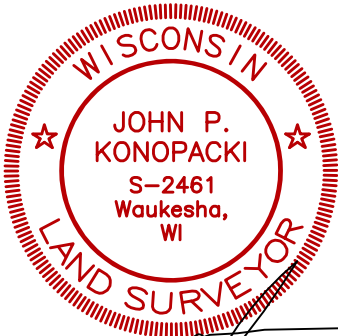
Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



GRAPHICAL SCALE (FEET)

REVISE TO 12 ACRES

1" = 500' 1,000'



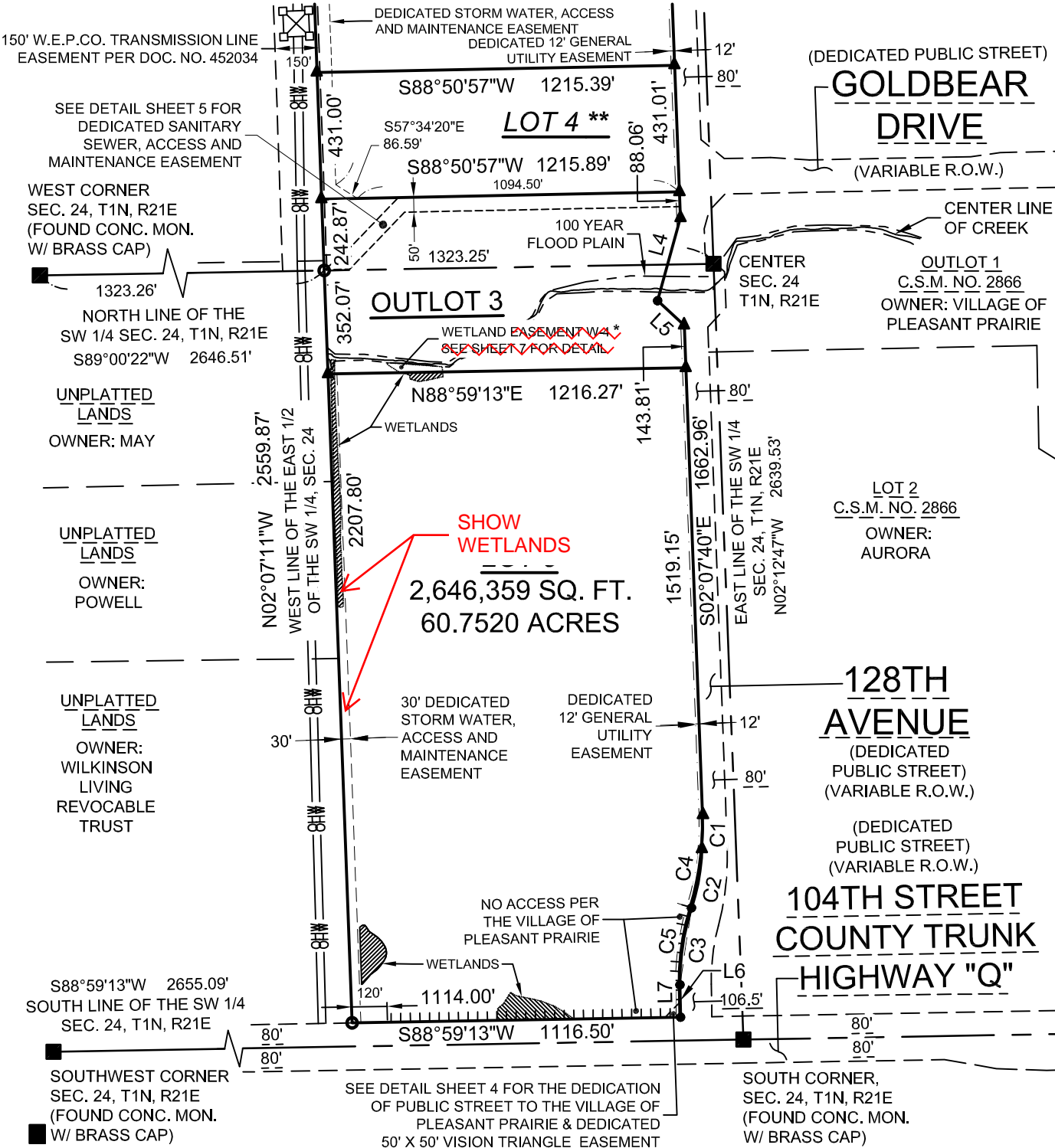
JUNE 27, 2019

SEE: SHEET 7 FOR BOUNDARY CURVE AND LINE TABLES & VICINITY MAP

**LOT 4
523,874 SQ. FT
12.0265 ACRES

LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- ▬▬▬ - Denotes No Access
- - Denotes Section Monument
- ⊠ - Denotes Electric Tower



Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

* ALL AREAS DENOTED AS "WETLAND EASEMENT" ARE WITHIN A DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 2 OF 13

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



GRAPHICAL SCALE (FEET)



LOT 3

DETAIL

OUTLOT 2
C.S.M. NO. 2849
OWNER: VILLAGE OF
PLEASANT PRAIRIE

LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.

128TH

AVENUE
(DEDICATED
PUBLIC STREET)
(VARIABLE R.O.W.)

50.00'

N87°52'20"E

43.00'

15.34'

S53°36'26"E

8.95'

S02°07'40"E

S53°36'26"E

5.57'

6.39'

2006.99'

S02°07'40"E

80'

12'

5.00' VACATED R.O.W.

DEDICATED 12' GENERAL UTILITY EASEMENT

DEDICATED PUBLIC STREET TO THE VILLAGE OF PLEASANT PRAIRIE

128TH AVENUE

20 SQ. FT. (0.0004 ACRES)

EAST LINE OF THE NW 1/4 SEC. 24, T1N, R21E

N02°07'40"W 2643.95'

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 3 OF 13

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rod
 - ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - ||||| - Denotes No Access

SEE:
SHEET 7 FOR BOUNDARY
CURVE TABLE

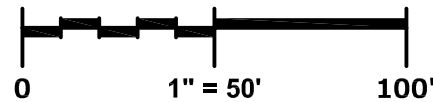


JUNE 27, 2019



DETAIL

GRAPHICAL SCALE (FEET)



LOT 5

NO ACCESS PER THE VILLAGE
OF PLEASANT PRAIRIE

128TH AVENUE
(DEDICATED
PUBLIC STREET)
(VARIABLE R.O.W.)

DEDICATED PUBLIC STREET
TO THE VILLAGE OF PLEASANT PRAIRIE
128TH AVENUE - 1,935 SQ. FT. (0.0444 ACRES)

DEDICATED 12' GENERAL
UTILITY EASEMENT

WE ARE NOT GOING TO
VACATE THE EXISTING
VISION TRIANGLE. JUST
DEDICATE THE NEW
SLIVER TO CREATE
CORRECT SIZE VISION
TRIANGLE.

This instrument drafted by John P. Konopacki, PLS-License No. S-2461



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

DEDICATED
50' X 50' VISION
TRIANGLE EASEMENT

S88°59'13"W 1116.50'

NO ACCESS PER THE VILLAGE
OF PLEASANT PRAIRIE 1114.00'

110.08'
N01°00'47"W

110.08'

S01°00'47"E

106.5'

2.50'

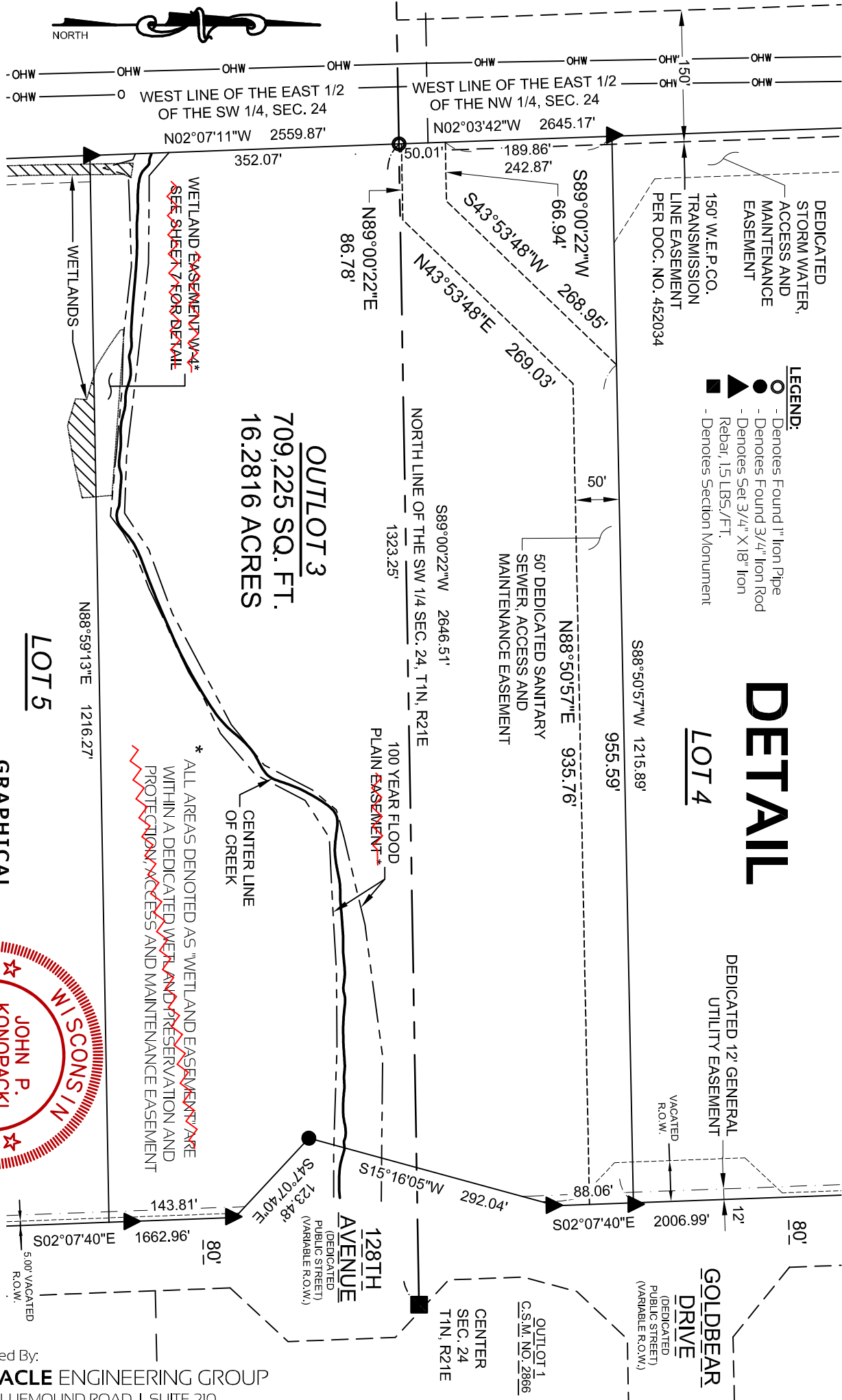
104TH STREET

LOT 2
C.S.M. NO. 2866

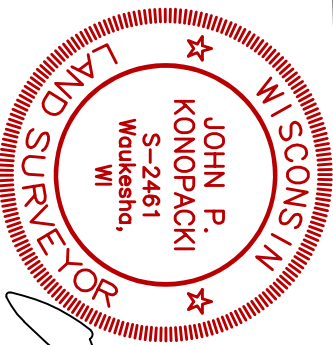
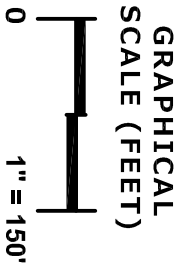
PEG JOB#897.00
SHEET 4 OF 13

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



NOTE: OUTLOT 3 IS HEREBY A DEDICATED STORM WATER DRAINAGE, REGIONAL RETENTION BASINS, ACCESS AND MAINTENANCE EASEMENT. OUTLOT 3 IS DEDICATED TO THE PRAIRIE HIGHLANDS OWNERS' ASSOCIATION, INC. FOR STORM WATER DRAINAGE, REGIONAL RETENTION BASINS, ACCESS AND MAINTENANCE PURPOSES.



JUNE 27, 2019

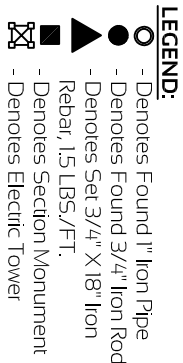
Prepared By:

PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 5 OF 13

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

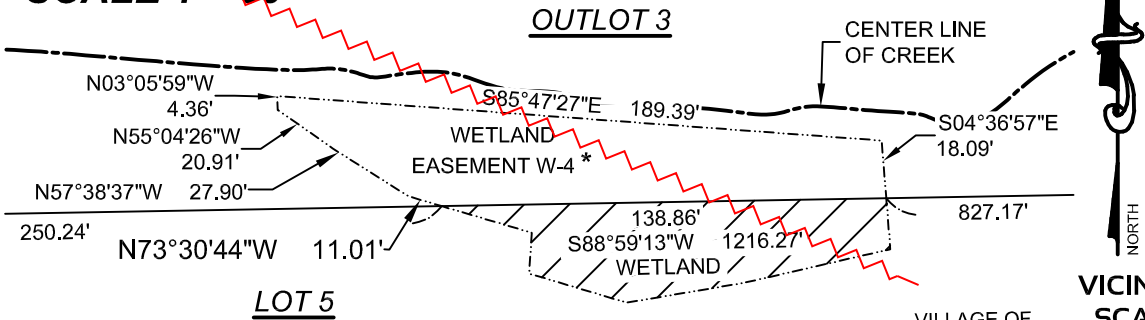


PEG JOB#897.00
SHEET 6 OF 13

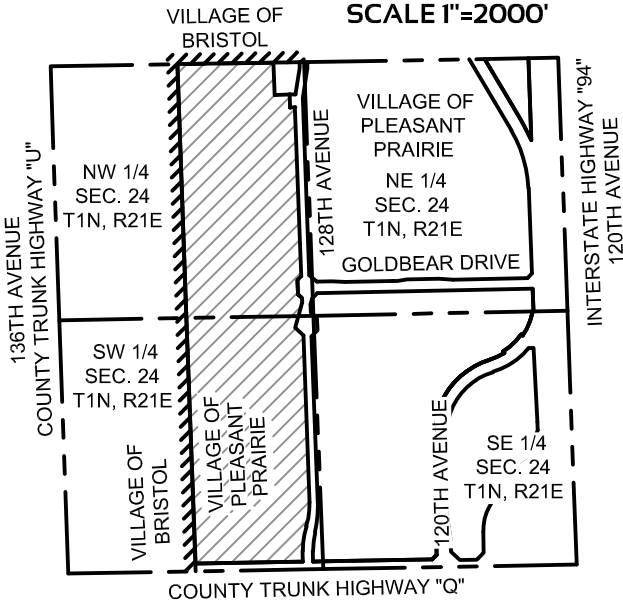
CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

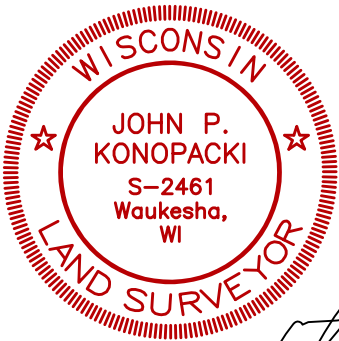
WETLAND EASEMENT W-4 DETAIL
SCALE 1"=60'



VICINITY SKETCH
SCALE 1"=2000'



* ALL AREAS DENOTED AS "WETLAND EASEMENT" ARE WITHIN A DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT



JUNE 27, 2019

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Flood Zone Classification: The property lies within Zone "AE" of the Flood Insurance Rate Map Community Panel No. 55059C0187D and 55059C0189D dated JUNE 19, 2012. Zone "AE" areas have base flood elevations determined. Floodplain shown based on Federal Emergency Management Agency Letter of Map Revision Case No. 12-05-7434P, effective June 20, 2013.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East bears S89°01'03"W.
- Coordinates for the Northeast Corner of the Northeast 1/4 Section 24, Township 1 North, Range 21 East referenced to the Wisconsin State Plane Coordinate System, South Zone. Northeast Corner coordinates: N=202,970.66, E=2,552,033.51
- 30' Drainage Easement per Document No. 1563775 & 1563777 to be vacated via separate document. ~~Dedicated 50' x 50' Vision Triangle.~~
- Wetland Easements on Lot 1 of Certified Survey Map No. 2866 to be vacated via separate document. Right of Way of 128th Street to be vacated via separate document.
- Wetlands delineated by R. A. Smith National on June 23, 2017 and approved by the Wisconsin Department of Natural Resources.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S02°07'40"E	338.74'
L2	N87°52'20"E	155.59'
L3	S02°07'40"E	135.00'
L4	N15°16'05"E	292.04'
L5	S47°07'40"E	123.48'
L6	S01°00'47"E	110.08'
L7	S01°00'47"E	110.08'

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	106.11'	959.50'	006°20'11"	S01°02'26"W	106.06'	S02°07'40"E	S04°12'31"W
C2	215.93'	710.00'	017°25'30"	S09°24'28"W	215.10'	S00°41'43"W	S18°07'14"W
C3	265.82'	796.00'	019°08'01"	S08°33'13"W	264.58'	S18°07'14"W	S01°00'47"E
C4	322.44'	959.50'	019°15'16"	S07°29'58"W	320.93'	S02°07'40"E	S17°07'36"W
C5	265.47'	838.50'	018°08'23"	S08°03'24"W	264.36'	S17°07'36"W	S01°00'47"E

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 7 OF 13

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 1 of Certified Survey Map No. 2866, recorded in the Register of Deeds Office for Kenosha County as Document No. 1822092, and that part of vacated 128th Avenue being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Section 24;
Thence North 89°03'42" East along the north line of the Northwest 1/4 of said Section 24, 1320.23 feet to the west line of the East 1/2 of said Northwest 1/4 and the Point of Beginning;

Thence continuing North 89°03'42" East along said north line, 1002.57 feet to the west line of Outlot 2 of said Certified Survey Map No. 2849;
Thence South 02°07'40" East along said west line, 338.74 feet to the south line of said Outlot 2;
Thence North 87°52'20" East along said south line, 155.59 feet to the west right of way line of 128th Avenue;
Thence South 02°07'40" East along said west right of way line, 135.00 feet;
Thence North 87°52'20" East along said right of way line, 50.00 feet ;
Thence South 02°07'40" East, 5.57 feet;
Thence South 53°36'26" West, 6.39 feet;
Thence South 02°07'40" East, 2006.99 feet;
Thence South 15°16'05" West along the west right of way line of 128th Avenue, 292.04 feet;
Thence South 47°07'40" East along said west right of way line, 123.48 feet;
Thence South 02°07'40" East, 1662.96 feet to a point on a curve;
Thence southerly 106.11 feet along the arc of said curve to the right, whose radius is 959.50 feet and whose chord bears South 01°02'26" West, 106.06 feet to a point of compound curve and the west right of way line of 128th Avenue;
Thence southerly 215.93 feet along the arc of said compound curve to the right and said west right of way line, whose radius is 710.00 feet and whose chord bears South 09°24'28" West, 215.10 feet to a point of reverse curve;
Thence southerly 265.82 feet along the arc of said reverse curve and said west right of way line, whose radius is 796.00 feet and whose chord bears South 08°33'13" West, 264.58 feet;
Thence South 01°00'47" East along said west right of way line, 110.08 feet to the north right of way line of 104th Street - County Trunk Highway "Q";
Thence South 88°59'13" West along said north right of way line, 1116.50 feet to the west line of the East 1/2 of the Southwest 1/4 of said Section 24;
Thence North 02°07'11" West along said west line, 2559.87 feet to the north line of said Southwest 1/4;
Thence North 02°03'42" West along the west line of the East 1/2 of the Northwest 1/4 of said Section 24, 2645.17 feet to the Point of Beginning.

Dedicating lands as graphically shown for right of way purposes.

Containing 6,193,685 square feet (142.1874 acres) gross and 6,191,730 square feet (142.1426 acres) net of land, more or less.

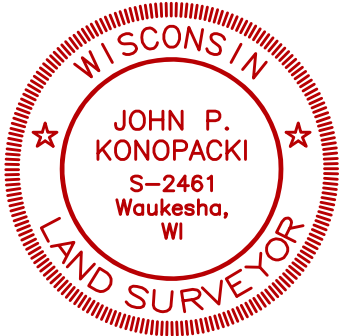
That I have made survey, land division and map by the Village of Pleasant Prairie, owner of said land.

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

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statue and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying and mapping the same.



John P. Konopacki
Professional Land Surveyor S-2461
Date: JUNE 27, 2019



CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

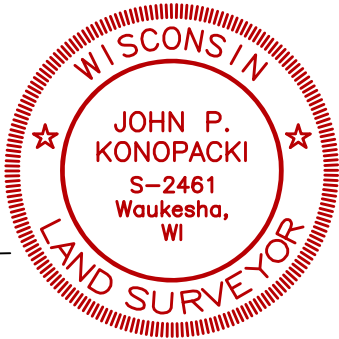
The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown heron as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

DEDICATION AND EASEMENT PROVISIONS:

1. The fee interest in the areas shown as a **Dedicated Public Street** on this Certified Survey Map (CSM) were/are dedicated, given, granted and conveyed to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalk, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, 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: a nonexclusive easement hereby reserved by the Lot and Outlots Owner(s) adjacent to the public street areas for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the construction, maintenance and snow plowing of private driveways and public sidewalks. In the event of any conflict between the rights of the Village under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot and Outlots Owner(s) or of the Prairie Highlands Owners' Association, Inc. pursuant to the dedication retained herein, the rights of the Village shall be deemed to be superior.
2. Perpetual nonexclusive easements coextensive with the areas shown as a **150' W.E.P.CO. Transmission Line Easement** (recorded as Document #452034) on this CSM were dedicated, given, granted, conveyed by the former landowner at the Kenosha County Register of Deeds to the W.E.P.CO. and their successors and assigns (collectively the "Utility Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and other related facilities and for any related ingress and egress. The Transmission Line Easement areas shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility Grantees use of the easement areas. The elevation of the existing ground surface within the Transmission Line Easement shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Lot or Outlot Owner(s) and as may be approved by the Village. No buildings, fences, or structures of any kind shall be placed within the Transmission Line Easement without the prior written approval of the Utility Grantees.
3. Perpetual nonexclusive easements coextensive with the areas shown as a **Dedicated 12' General Utility Easement** and **Dedicated General Utility Easement** on this CSM are hereby dedicated, given, granted, conveyed to the Village of Pleasant Prairie, Wisconsin Electric Power Company (a Wisconsin corporation doing business as (d/b/a) We Energies), Wisconsin Bell, Inc (d/b/a AT&T Wisconsin), Frontier Communications Corporation, Midwest Fiber Networks, LLC, Charter Communications, Inc. (d/b/a Spectrum), any additional utility and communication facilities as owned, operated or permitted by the Village of Pleasant Prairie, and their respective successors and assigns (collectively the "Utility and Communications Grantees") for the purposes of accessing, constructing, installing, operating, repairing, altering, replacing and maintaining sanitary sewer, water main, storm sewer, natural gas, electric, and communication lines. The Dedicated General Utility Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communications 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 lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between the Village of Pleasant Prairie and the underlying utility owners. The Utility and Communications Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Utility and Communications Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way areas 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 to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the Lot Owner(s) shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets 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.

CONTINUED ON PAGE 10



CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown heron as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

DEDICATION AND EASEMENT PROVISIONS CONTINUED.....

4. Perpetual nonexclusive easements coextensive with the areas shown as **Dedicated Sanitary Sewer, Access and Maintenance Easement** (Sanitary Sewer Easement) on this CSM are hereby dedicated, given, granted and conveyed to the Village, for public sanitary sewerage system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. The Sanitary Sewer Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above ground use, planting, care and maintenance responsibility of the Easement area which shall be required by the Owner of Outlot 3 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village as they relate to the easement. In the event of any conflicts between the rights of the Village pursuant to the Sanitary Sewer Easement and the rights of any other persons or entities with respect to the Sanitary Sewer Easement, the Village's rights under these Easements shall be deemed to be superior.
5. Perpetual nonexclusive easements coextensive with the areas shown as **Dedicated Water Main, Access and Maintenance Easement** (Water Main Easement) on this CSM are hereby dedicated, given, granted and conveyed to the Village, for public water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. The Water Main Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above ground use, planting, care and maintenance responsibility of the easement area which shall be required by the Owner of the Lot on which such easement is located as will not interfere with the improvements, uses and purposes of the Village as they relate to the easement and (3) such future parking lots, driveways, curbs and gutters, sidewalk, landscaping, landscape islands, or other uses of the Easement area as may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to the Water Main Easement and the rights of any other persons or entities with respect to the Water Main Easement, the Village's rights under these Easements shall be deemed to be superior.
6. The fee interest in the area shown as **Outlot 3** on this CSM is hereby dedicated, given, granted and conveyed by the Village of Pleasant Prairie to the Prairie Highlands Commercial Owners' Association Inc. ("referred to as the Association") for all storm water drainage system improvements, storm water retention basin storage and conveyance, multi-use trail and signage maintenance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Outlot 3 fee interest transfer shall be exclusive, except for: 1) the Association's use, planting and irrigating, care and maintenance of the storm water inlet and outlet structures, retention basins, multi-use trails and related signage and surrounding grassy areas within Outlot 3 as it will not interfere with the improvements, uses and purposes of the Village; and 2) a **Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement** encompassing Outlot 3 hereby retained by the Village for all storm water drainage system improvements, storm water retention basin storage and conveyance, multi-use trail and signage construction, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement and the rights of the Association or any other persons or entities with respect to the Dedicated Easement, the Village's rights under this Easement shall be deemed to be superior. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligations to do anything related to its rights under this Easement.
7. Nonexclusive easements coextensive with the areas shown as **Dedicated Public Storm Sewer, Access and Maintenance Easement** (Storm Sewer Easement) (previously recorded on CSM 2866) on this CSM was dedicated, given, granted and conveyed to the Village for public storm sewer purposes, drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance, ingress and egress. The Storm Sewer Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above ground use, planting, care and maintenance responsibility of the easement area which shall be required by the Owner of the Lot on which such easement is located as will not interfere with the improvements, uses and purposes of the Village as they relate to the easement and (3) such future parking lots, driveways, curbs and gutters, sidewalk, landscaping, landscape islands, or other uses of the Easement area as may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to the Storm Sewer Easement and the rights of any other persons or entities with respect to the Storm Sewer Easement, the Village's rights under these Easements shall be deemed to be superior.
8. Nonexclusive easements coextensive with the areas shown as **Dedicated Storm Water, Access and Maintenance Easement** (Storm Water Easement) on this CSM is hereby dedicated, given, granted and conveyed to the Village for public storm water purposes, storm sewer, drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance, ingress and egress. The Storm Water Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above ground use, planting, care and maintenance responsibility of the easement area which shall be required by the Owner of the Lot on which such easement is located as will not interfere with the improvements, uses and purposes of the Village as they relate to the easement and (3) such future uses of the easement area as may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to the Storm Water Easement and the rights of any other persons or entities with respect to the Storm Water Easement, the Village's rights under these Easements shall be deemed to be superior.
9. A nonexclusive easement coextensive within the area shown as a **Dedicated Wetland Preservation and Protection, Access and Maintenance Easement** on this CSM is hereby dedicated, given, granted and conveyed to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this easement.



[Signature]
JUNE 27, 2019

 CONTINUED ON PAGE 11
Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown hereon as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

DEDICATION AND EASEMENT PROVISIONS CONTINUED.....

10. A nonexclusive easement coextensive with the area shown as a **Dedicated 50' x 50' Vision Triangle Easement** shown on this CSM is hereby dedicated, given, granted and conveyed to the Village in order to maintain a clear sight line of vision at the County Trunk Highway CTH Q and 128th Avenue intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/ or Kenosha County. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.

RESTRICTIVE COVENANTS

1. The Village of Pleasant Prairie hereby covenants that the respective Lot and Outlot Owners shall have the obligation of replanting, maintaining and replacing the public street trees and maintaining the street terrace areas located within the right-of-way areas abutting the Lot and Outlot Owner's property as shown on this CSM. Such replanting and maintenance shall include without limitation and as needed planting, 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 right-of-way areas, which might damage the street trees or might interfere with the Village's rights, Kenosha County's rights or the WI DOT's rights to maintain the public street improvements, unless approved by the Village, Kenosha County and/or the WI DOT. This covenant shall run with the land, shall be binding upon the Lot and Outlot Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot and Outlot Owners, and shall benefit and be enforceable by the Village, Kenosha County and/or the WI DOT. Such street tree planting and terrace area maintenance shall be performed regularly for the trees and terrace areas abutting the Lot and Outlots, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree or street terrace related maintenance activities, the respective Lot or Outlot Owners not having maintained the trees or terrace areas, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot or Outlot 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.

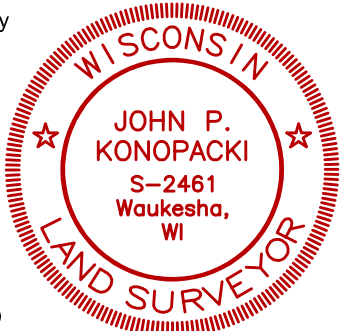
2. The Village of Pleasant Prairie hereby covenants that the respective Lot or Outlot Owners shall have the obligation of protecting and preserving the **Dedicated Wetland Preservation and Protection, Access and Maintenance Easement** and Wetland areas shown on their Lot or Outlot on this CSM in those areas in which wetland fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees, evasive plant materials or species, and planting of wetland plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Army Corps of Engineers (ACOE). No mowing or cutting of the wetlands shall be allowed unless approved by the Village. No signage or fences shall be erected within the wetlands, which may damage the wetland areas. This covenant shall run with the land, shall be binding upon the Lot or Outlot Owners, its successors and assigns and successors-in-title of the land, in their capacity as the Lot or Outlot Owner, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot or Outlot Owners shall perform such wetland maintenance as may be needed, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such wetland related maintenance activities, the respective Lot or Outlot Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot or Outlot 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 this paragraph.

3. The Village of Pleasant Prairie hereby covenants that the **Dedicated 50' x 50' Vision Triangle Easement** shown on this CSM hereby places restrictions on the referenced Lot's land because of the location of this Easement which was given, granted and conveyed by the Owner to maintain a clear sight line of vision at the CTH Q and 128th Avenue intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/or Kenosha County DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.

4. The Village of Pleasant Prairie hereby covenants that the Prairie Highlands Owners' Association Inc. ("referred to as the Association") shall have the obligation of maintaining the Dedicated **Storm Water Drainage, Regional Retention Basins, Access and Maintenance Easement** area shown as Outlot 3 on this CSM in a functional, neat and nuisance free condition to handle storm water in the Corporate Park. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching, excavation and/or dredging to re-establish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlet and outlet structures; mowing; weeding to prevent nuisance conditions and multi-use trail and signage related maintenance activities. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Outlot 3 area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Association, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Outlot 3, and shall benefit and be enforceable by the Village.

CONTINUED ON PAGE 12



CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

RESTRICTIVE COVENANTS CONTINUED

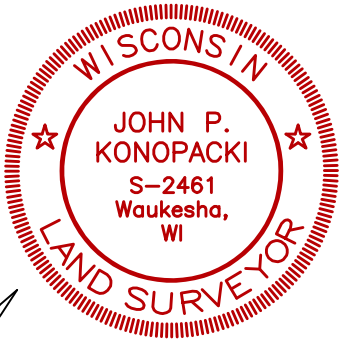
4. (CONTINUED).... To the extent that the Village performs any such storm water drainage, retention basins, multi-use trail or signage related maintenance activities on the Outlot 3 property, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such 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 easement dedications.
5. The Village of Pleasant Prairie hereby covenants that the Village of Pleasant Prairie shall have the obligation of maintaining the underground facilities within **Dedicated Public Storm Sewer, Access and Maintenance Easement** (Storm Sewer Easement) areas shown on this CSM in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, cleaning, repairing, replacing and televising of storm sewer pipes; cleaning, repairing and replacing manhole, endwall and catch basin structures. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Storm Sewer Easement area which blocks, diverts or reroutes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. The underlying Lot Owner(s) shall have the obligation of the above ground maintenance activities within the Storm Sewer Easement in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching, excavation and/or dredging to re-establish design capacity; removing of trash, debris, leaves and brush; clearing; mowing; weeding to prevent nuisance conditions. This covenant shall run with the land, shall be binding upon the Lot Owner(s), its successors, successors and assigns and successors-in-title of the land, in their capacity and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such above ground maintenance activities ~~in~~ ^{as described above} the Easement the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

6. The Village of Pleasant Prairie hereby covenants that the Village of Pleasant Prairie shall have the obligation of maintaining the facilities within **Dedicated Storm Water, Access and Maintenance Easement** (Storm Water Easement) areas shown on this CSM. Such maintenance shall include, without limitation and as needed, cleaning, repairing, replacing and televising of storm sewer pipes; cleaning, repairing and replacing manhole, endwall and catch basin structures; and excavating and ditching. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Storm Water Easement area which blocks, diverts or reroutes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. The underlying Lot Owner(s) shall have the obligation of the above ground maintenance activities within the Storm Sewer Easement in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, removing of trash, debris, leaves and brush; clearing; mowing; weeding to prevent nuisance conditions. This covenant shall run with the land, shall be binding upon the Lot Owner(s), its successors, successors and assigns and successors-in-title of the land, in their capacity and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such above ground maintenance activities ~~in~~ the Easement the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

7. The Village of Pleasant Prairie hereby covenants that the Village of Pleasant Prairie shall have the obligation of installing and maintaining the underground sanitary sewer facilities within **Dedicated Sanitary Sewer, Access and Maintenance Easement** (Sanitary Sewer Easement) areas shown on this CSM 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, and maintenance activities to serve this and other adjacent development. The Village of Pleasant Prairie further covenants that there shall be no buildings, fences, driveways, fences, berms or structures of any kind placed within the easement area which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Furthermore, if the Village allows for the placement of fencing, driveways or landscaping within the Sanitary Sewer Easement area granted to the Village, the Outlot 3 Owners, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private fencing, driveways or landscaping. This covenant shall run with the land, shall be binding upon the Outlot Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as the Outlot Owners, and shall benefit and be enforceable by the Village.
8. The Village of Pleasant Prairie hereby covenants that the Village of Pleasant Prairie shall have the obligation of installing and maintaining the underground water main facilities within **Dedicated Water Main, Access and Maintenance Easement** (Water Main Easement) areas shown on this CSM for public water main purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities to serve this and other adjacent development. The Village of Pleasant Prairie further covenants that there shall be no buildings, fences, driveways, fences, berms or structures of any kind placed within the easement area which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Furthermore, if the Village allows for the placement of fencing, driveways or landscaping within the Water Main Easement area granted to the Village, the Lot Owner, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private fencing, driveways or landscaping. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village.



JUNE 27, 2019

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 12 OF 13

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2866 and Vacated 128th Avenue in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

OWNER'S CERTIFICATE

We, the Village of Pleasant Prairie, a municipal body corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the Village of Pleasant Prairie.

The Village of Pleasant Prairie does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Pleasant Prairie

IN WITNESS WHEREOF, Village of Pleasant Prairie, has caused these presents to be signed by _____ and _____ as the _____ and _____ Village of Pleasant Prairie on this _____ day of _____, 2019.

(Witness)

By: _____
John P. Steinbrink
Village President

(Witness)

By: _____
Jane C. Snell
Village Clerk

STATE OF WISCONSIN) SS
KENOSHA COUNTY) SS

Personally came before me this _____ day of _____, 2019, (name) _____, (title) _____, and (name) _____, (title) _____, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Village Interim Administrator and Village Clerk of the Village of Pleasant Prairie, and acknowledged that they executed the foregoing instrument as such members as the deed of said corporation, by its authority.

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

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Pleasant Prairie on this _____ day of _____, 2019.

Michael J. Serpe, Village Plan Commission Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Pleasant Prairie, Wisconsin, on this _____ day of _____, 2019.

John P. Steinbrink, Village President

Jane C. Snell, Village Clerk



JUNE 27, 2019

CERTIFIED SURVEY MAP NO.

Being a redivision of Lot 5 of Certified Survey Map No. _____ in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

**SEE SHEET 2 FOR BOUNDARY
CURVE TABLE & VICINITY MAP**

NW CORNER, SW 1/4 SEC. 24, T1N, R21E
(FOUND CONC. MON. W/ BRASS CAP)

NE CORNER
SW 1/4 SEC. 24
T1N, R21E

OWNER: VILLAGE OF PLEASANT PRAIRIE

CENTER LINE
OF CREEK






P.O.B.

UNPLATTED
LANDS

OWNER: MAY

WETLANDS

LEGEND:

-  - Denotes Found 1" Iron Pipe
-  - Denotes Found 3/4" Iron Rod
-  - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
-  - Denotes No Access
-  - Denotes Section Monument

LOT 2
C.S.M. NO. 2866

OWNER:
AURORA

UNPLATTED
LANDS

OWNER
POWELL

LOT 7

1,949,396 SQ. FT.
44.7520 ACRES

30' DEDICATED
STORM WATER,
ACCESS AND
MAINTENANCE
EASEMENT

UNPLATTED
LANDS

OWNER:
WILKINSON
LIVING
REVOCABLE
TRUST

WEST LINE OF THE EAST 1/2
OF THE SW 1/4, SEC. 24

N102°07'11"W 2207.80'

~~JUNE 27, 2019~~

S88°59'13"W 1212.83'

LOT 6

696,963 SQ. FT.
16.0000 ACRES

DEDICATED 12' GENERAL
UTILITY EASEMENT

LINE OF THE SW 1/4 SEC. 24, T1N, R21E
N02°12'47"W 2639.53'

Prepared for:
Village of
Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI

128TH AVENUE -
(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

S01°00'47"E
110.08'

SOUTH CORNER,
SEC. 24, T1N, R21E
(FOUND CONC.
MON. W/
BRASS CAP)

SOUTHWEST CORNER
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

SOUTH LINE OF THE SW 1/4 SEC. 24, T1N, R21E
S88°59'13"W 2655.09'

104TH STREET
(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

COUNTY TRUNK HIGHWAY "Q" —

**GRAPHICAL
SCALE (FEET)**

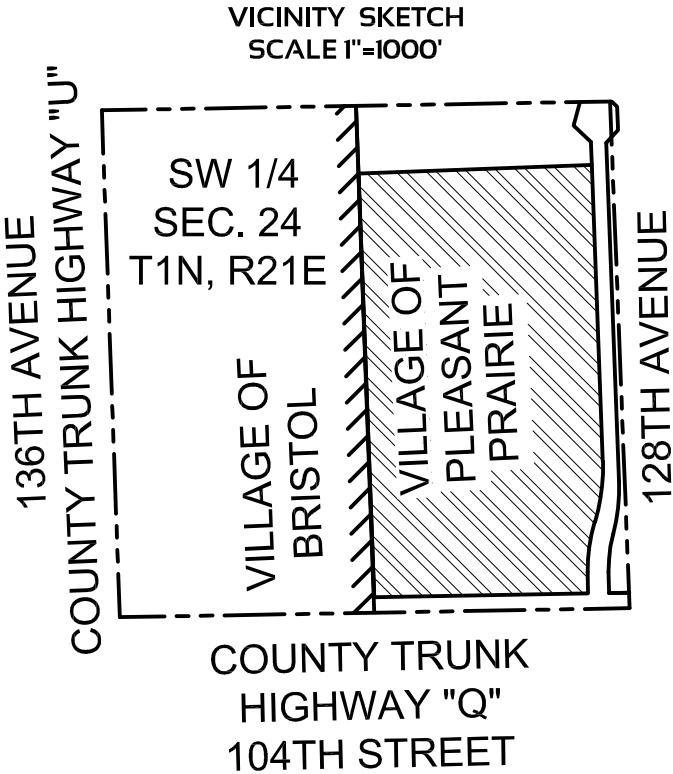
0 **1" = 300'**

PEG JOB#897.00
SHEET 1 OF 6

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 5 of Certified Survey Map No. _____in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



- NOTES:**
- All measurements have been made to the nearest one-hundredth of a foot.
 - All angular measurements have been made to the nearest one second.
 - Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East bears S89°01'03"W.
 - Coordinates for the Northeast Corner of the Northeast 1/4 Section 24, Township 1 North, Range 21 East referenced to the Wisconsin State Plane Coordinate System, South Zone.
Northeast Corner coordinates: N=202,970.66, E=2,552,033.51
 - Wetlands delineated by R. A. Smith National on June 23, 2017 and approved by the Wisconsin Department of Natural Resources.

CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	322.44'	959.50'	019°15'16"	S07°29'58"W	320.93'	S02°07'40"E	S17°07'36"W
C2	265.47'	838.50'	018°08'23"	S08°03'24"W	264.36'	S17°07'36"W	S01°00'47"E
C3	83.89'	959.50'	005°00'34"	S0°22'37"W	83.86'	S02°07'40"E	S02°52'54"W
C4	238.55'	959.50'	014°14'42"	S10°00'15"W	237.94'	S02°52'54"W	S17°07'36"W

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 5 of Certified Survey Map No. _____ in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 5 of Certified Survey Map No. _____, recorded in the Register of Deeds Office for Kenosha County as Document No. _____, located in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 24;
Thence North 89°00'22" East along the north line of the Southwest 1/4 of said Section 24, 1323.26 feet to the west line of the East 1/2 of said Southwest 1/4;
Thence South 02°07'11" East along said west line, 352.07 feet to the north line of said Lot 5 and the Point of Beginning;

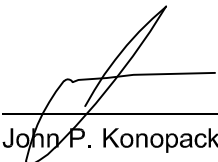
Thence North 88°59'13" East along said north line, 1216.27 feet to the west right of way line of 128th Avenue;
Thence South 02°07'40" East along said west right of way line, 1519.15 feet to a point of curvature;
Thence southwesterly 322.44 feet along the arc of said curve to the right and said west right of way line, whose radius is 959.50 feet and whose chord bears South 07°29'58" West, 320.93 feet to a point of reverse curve;
Thence southwesterly 265.47 feet along the arc of said curve to the left and said west right of way line, whose radius is 838.50 feet and whose chord bears South 08°03'24" West, 264.36 feet;
Thence South 01°00'47" East along said west right of way line, 110.08 feet to the north right of way of 104th Street - County Trunk Highway "Q";
Thence South 88°59'13" West along said north right of way line, 1114.00 feet to the aforesaid west line of the East 1/2 of the Southwest 1/4;
Thence North 02°07'11" West along said west line, 2207.80 feet to the Point of Beginning.

Containing 2,646,359 square feet (60.7520 acres) of land, more or less.

That I have made survey, land division and map by the Village of Pleasant Prairie, owner of said land.

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

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statue and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying and mapping the same.



John P. Konopacki
Professional Land Surveyor S-2461
Date: JUNE 27, 2019



CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 5 of Certified Survey Map No. _____in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

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The Village of Pleasant Prairie does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Pleasant Prairie

IN WITNESS WHEREOF, Village of Pleasant Prairie, has caused these presents to be signed by _____ and _____ as the _____ and _____ Village of Pleasant Prairie on this _____ day of _____, 2019.

(Witness)

By: _____
John P. Steinbrink
Village President

(Witness)

By: _____
Jane C. Snell
Village Clerk

STATE OF WISCONSIN) SS
KENOSHA COUNTY) SS

Personally came before me this _____ day of _____, 2019, (name) _____, (title) _____, and (name) _____, (title) _____, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Village Interim Administrator and Village Clerk of the Village of Pleasant Prairie, and acknowledged that they executed the foregoing instrument as such members as the deed of said corporation, by its authority.

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

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Pleasant Prairie on this _____ day of _____, 2019.

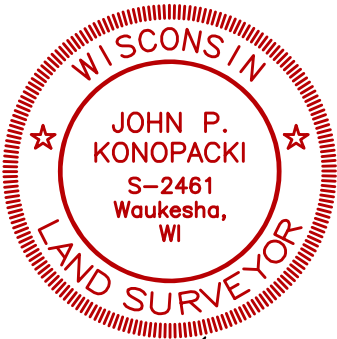
Michael J. Serpe, Village Plan Commission Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Pleasant Prairie, Wisconsin, on this _____ day of _____, 2019.

John P. Steinbrink, Village President

Jane C. Snell, Village Clerk



JUNE 27, 2019

CERTIFIED SURVEY MAP NO. _____

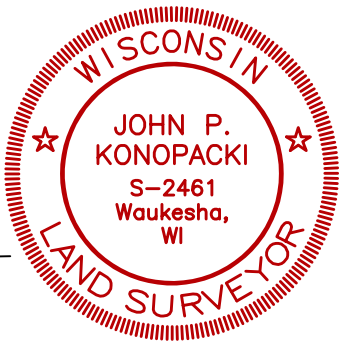
Being a redivision of Lot 5 of Certified Survey Map No. _____ in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown heron as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

DEDICATION AND EASEMENT PROVISIONS:

1. The fee interest in the areas shown as a **Dedicated Public Street** on this Certified Survey Map (CSM) ~~were~~^{are} dedicated, given, granted and conveyed to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalk, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, 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: a nonexclusive easement hereby reserved by the Lot Owner(s) adjacent to the public street areas for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the construction, maintenance and snow plowing of private driveways and public sidewalks. In the event of any conflict between the rights of the Village under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot Owner(s) or of the Prairie Highlands Owners' Association, Inc. pursuant to the dedication retained herein, the rights of the Village shall be deemed to be superior.
2. Perpetual nonexclusive easements coextensive with the areas shown as a **Dedicated 12' General Utility Easement** and **Dedicated General Utility Easement** on this CSM ~~are hereby~~^{were} dedicated, given, granted, conveyed to the Village of Pleasant Prairie, Wisconsin Electric Power Company (a Wisconsin corporation doing business as (d/b/a) We Energies), Wisconsin Bell, Inc (d/b/a AT&T Wisconsin), Frontier Communications Corporation, Midwest Fiber Networks, LLC, Charter Communications, Inc. (d/b/a Spectrum), any additional utility and communication facilities as owned, operated or permitted by the Village of Pleasant Prairie, and their respective successors and assigns (collectively the "Utility and Communications Grantees") for the purposes of accessing, constructing, installing, operating, repairing, altering, replacing and maintaining sanitary sewer, water main, storm sewer, natural gas, electric, and communication lines. The Dedicated General Utility Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communications 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 lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between the Village of Pleasant Prairie and the underlying utility owners. The Utility and Communications Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Utility and Communications Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the prior written approval of the Utility and Communication Grantees.
- The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way areas 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 to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the Lot Owner(s) shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets 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. Nonexclusive easements coextensive ~~with the~~^{were} areas shown as **Dedicated Storm Water, Access and Maintenance Easement** (Storm Water Easement) on this CSM ~~is hereby~~ dedicated, given, granted and conveyed to the Village for public storm water purposes, storm sewer, drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance, ingress and egress. The Storm Water Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above ground use, planting, care and maintenance responsibility of the easement area which shall be required by the Owner of the Lot on which such easement is located as will not interfere with the improvements, uses and purposes of the Village as they relate to the easement and (3) such future uses of the easement area as may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to the Storm Water Easement and the rights of any other persons or entities with respect to the Storm Water Easement, the Village's rights under these Easements shall be deemed to be superior.
4. A nonexclusive easement coextensive with the area shown as a **Dedicated 50' x 50' Vision Triangle Easement** shown on this CSM ~~is hereby~~^{was} dedicated, given, granted and conveyed to the Village in order to maintain a clear sight line of vision at the County Trunk Highway CTH Q and 128th Avenue intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/ or Kenosha County. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.


JUNE 27, 2019



CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 5 of Certified Survey Map No. _____ in the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown heron as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

RESTRICTIVE COVENANTS

AND/OR

1. The Village of Pleasant Prairie hereby covenants that the respective Lot Owners shall have the obligation of replanting, maintaining and replacing the public street trees and maintaining the street terrace areas located within the right-of-way areas abutting the Lot and Outlot Owner's property as shown on this CSM. Such replanting and maintenance shall include without limitation and as needed planting, 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 right-of-way areas, which might damage the street trees or might interfere with the Village's rights, Kenosha County's rights or the WI DOT's rights to maintain the public street improvements, unless approved by the Village, Kenosha County and/or the WI DOT. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village, Kenosha County and/or the WI DOT. Such street tree planting and terrace area maintenance shall be performed regularly for the trees and terrace areas abutting the Lot and Outlots, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree or street terrace related maintenance activities, the respective Lot or Outlot Owners not having maintained the trees or terrace areas, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 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.

2. The Village of Pleasant Prairie hereby covenants that the **Dedicated 50' x 50' Vision Triangle Easement** shown on this CSM hereby places restrictions on the referenced Lot's land because of the location of this Easement which was given, granted and conveyed by the Owner to maintain a clear sight line of vision at the CTH Q and 128th Avenue intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/or Kenosha County DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.

5. The Village of Pleasant Prairie hereby covenants that the Village of Pleasant Prairie shall have the obligation of maintaining the facilities within **Dedicated Storm Water, Access and Maintenance Easement** (Storm Water Easement) areas shown on this CSM. Such maintenance shall include, without limitation and as needed, cleaning, repairing, replacing and televising of storm sewer pipes; cleaning, repairing and replacing manhole, endwall and catch basin structures; and excavating and ditching. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Storm Water Easement area which blocks, diverts or reroutes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. The underlying Lot Owner(s) shall have the obligation of the above ground maintenance activities within the Storm Sewer Easement in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, removing of trash, debris, leaves and brush; clearing; mowing; weeding to prevent nuisance conditions. This covenant shall run with the land, shall be binding upon the Lot Owner(s), its successors, successors and assigns and successors-in-title of the land, in their capacity and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such above ground maintenance activities in the Easement the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

as described above



JUNE 27, 2019



Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD I SUITE 210

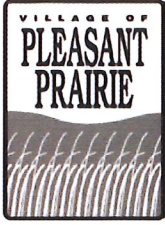
BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00

SHEET 6 OF 6



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: Land west of 128th Ave. and north of 104th St. in Prairie Highlands Corp Park

Legal Description: Lot 1 of CSM 2866

Tax Parcel Number(s): 91-4-121-24-0603

Existing Zoning District(s): M-5, C-1, FPO

Select all that apply:

- ☐ The property abuts or adjoins State Trunk Highway _____
- ☒ The property abuts or adjoins County Trunk Highway CTH Q
- ☒ 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:

Village of Pleasant Prairie

Print Name: Thomas Shircel, Assistant Village Administrator

Signature: 

Address: 9915 39th Avenue

Pleasant Prairie WI 53158
(City) (State) (Zip)

Phone: 262-694-1400

Fax: _____

Email: _____

Date 6-28-19

APPLICANT/AGENT:

Print Name: Matthew Fineour P.E. Village Engineer

Signature: 

Address: 9915 39th Avenue

Pleasant Prairie WI 53158
(City) (State) (Zip)

Phone: 262-694-1400

Fax: _____

Email: _____

Date 6-28-19

PARTIAL RELEASE OF EASEMENT

This PARTIAL RELEASE OF EASEMENT is created as of this ____ day of _____, 2019 by the Village of Pleasant Prairie, a Wisconsin municipality (the "Village") and Aurora Health Care Inc. ("Aurora"). The Village and Aurora are sometimes referred to herein collectively as the "Benefited Parties".

RECITALS

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

B. On or about June 21, 2018, the Village, the owner of the Property, executed Certified Survey Map No. 2866 which was recorded with the Kenosha County Register of Deeds Office on June 22, 2018, as Document No. 1822092, which granted a number of easements to the Village and Lot Owners, including a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement, for which no legal description exists, for the benefit of the Benefitted Parties and described on Exhibit B attached hereto and incorporated herein by reference (the "Dedicated Wetland Easements"). The Benefitted Parties are the only Lot Owners as described in Certified Survey Map No. 2866.

C. The Benefitted Parties desire to release the Property from the General Utility Easements Easement.

Recording Area

Name and Return Address:

Timothy J. Geraghty
Godin Geraghty Puntillo Camilli SC
6301 Green Bay Road
Kenosha, WI 53142

Parcel Identification Number:

91-4-121-244-0603

NOW, THEREFORE, the Benefitted Parties agree that the Property is released from the Dedicated Wetland Easements, effective immediately, and the Benefitted Parties vacate and release any easement rights which they have on the Property, arising out of, or relating to, the Dedicated Wetland Easements. The Benefitted Parties are releasing

only the Dedicated Wetland Easements and the Benefitted Parties retain all other easements granted to them in Document No.1822092.

IN WITNESS WHEREOF, the Village of Pleasant Prairie has executed this document as of this ____ day of _____, 2019.

Village of Pleasant Prairie

By: _____
Name: John P. Steinbrink
Title: Village President

By: _____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF KENOSHA

This instrument was acknowledged before me this ____ day of _____, 2019 in by John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, to me known to be the persons who executed the foregoing instrument.

Signature of Notary Public

Name of Notary Public
State of _____
My commission (expires) (is) _____

IN WITNESS WHEREOF, Aurora Health Care Inc. has executed this document as of this _____ day of _____, 2019.

Aurora Health Care Inc.

By:_____

Name:_____

Title:_____

STATE OF WISCONSIN)

KENOSHA COUNTY)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____, of Aurora Health Care Inc., to me known to be the person who executed the foregoing instrument.

Signature of Notary Public

Name of Notary Public

My commission (expires) (is)_____

This instrument drafted by:
Atty. Timothy J. Geraghty
Godin Geraghty Puntillo Camilli, S.C.
6301 Green Bay Road
Kenosha, WI 53142
262-657-3500

EXHIBIT A TO PARTIAL RELEASE OF EASEMENT

Lot 1 of Certified Survey Map No. 2866, recorded in the Kenosha County Register of Deeds office on June 22, 2018 as Document No. 1822092, being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 1 North, Range 21 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Tax Parcel No.: 91-4-121-244-0603

EXHIBIT B TO PARTIAL RELEASE OF EASEMENT

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

PARTIAL RELEASE OF EASEMENT

This PARTIAL RELEASE OF EASEMENT is created as of this ____ day of _____, 2019 by the Village of Pleasant Prairie, a Wisconsin municipality (the "Village").

RECITALS

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

B. On or about July 22, 2008, PDD, LLC, the owner of the Property, executed a Quit Claim Deed which was recorded with the Kenosha County Register of Deeds Office on July 25, 2008, as Document No. 1563777, which granted a number of easements to the Village, including a 25-foot wide temporary easement for grading purposes, 30-foot wide permanent drainage easement, and a 20-foot wide temporary limited easement for grading purposes, all as described on Exhibit B attached hereto and incorporated herein by reference (the "Easements").

C. The Village desires to release the Property from the Easements.

Recording Area

Name and Return Address:

Timothy J. Geraghty
Godin Geraghty Puntillo Camilli SC
6301 Green Bay Road
Kenosha, WI 53142

Parcel Identification Number:

91-4-121-244-0603

NOW, THEREFORE, the Village agrees that the Property is released from the Easements, effective immediately, and the Village vacates and releases any easement rights which they have on the Property, arising out of, or relating to, the Easements.

IN WITNESS WHEREOF, the Village of Pleasant Prairie has executed this document as of this ____ day of _____, 2019.

Village of Pleasant Prairie

By:_____

Name: John P. Steinbrink

Title: Village President

By:_____

Name: Jane C. Snell

Title: Village Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF KENOSHA

This instrument was acknowledged before me this ____ day of _____, 2019 in by John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, to me known to be the persons who executed the foregoing instrument.

Signature of Notary Public

Name of Notary Public

State of _____

My commission (expires) (is) _____

This instrument drafted by:
Atty. Timothy J. Geraghty
Godin Geraghty Puntillo Camilli, S.C.
6301 Green Bay Road
Kenosha, WI 53142
262-657-3500

EXHIBIT A TO PARTIAL RELEASE OF EASEMENT

Lot 1 of Certified Survey Map No. 2866, recorded in the Kenosha County Register of Deeds office on June 22, 2018 as Document No. 1822092, being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 1 North, Range 21 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Tax Parcel No.: 91-4-121-244-0603

A 25-foot wide temporary limited easement for grading purposes lying North of and adjacent to the above-described legal description for right-of-way.

The above-described temporary limited easement contains 25,810 square feet (0.593 acres) of land more or less.

ALSO

A 30-foot wide permanent drainage easement described as:

Commencing at the South 1/4 corner of said Section 24; thence South 88°59'11" West, along the South line of said Southwest 1/4, 1032.54 feet, thence North 02°07'14" West, along the West line of grantor's property, 527.99 feet; thence South 88°59'11" West, along said West line, 295.00 feet to point of beginning "B"; thence North 02°07'14" West, along said West line, 790.00 feet; thence North 88°59'11" East, 30.01 feet; thence South 02°07'14" East, 790.00 feet; thence South 88°59'11" West, 30.01 feet to point of beginning "B".

The above-described permanent drainage easement contains 23,700 square feet (0.544 acres) of land more or less.

ALSO

A 20-foot wide temporary limited easement for grading purposes lying East and North of and adjacent to the above-described permanent drainage easement.

The above-described temporary limited easement contains 16,800 square feet (0.386 acres) of land more or less.

Exhibit B

PARTIAL RELEASE OF EASEMENT

This PARTIAL RELEASE OF EASEMENT is created as of this ____ day of _____, 2019 by the Village of Pleasant Prairie, a Wisconsin municipality (the "Village").

RECITALS

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

B. On or about July 22, 2008, PDD, LLC, the owner of the Property, executed a Quit Claim Deed which was recorded with the Kenosha County Register of Deeds Office on July 25, 2008, as Document No. 1563775, which granted a number of easements to the Village, including a 30-foot wide permanent drainage easement and a 20-foot wide temporary limited easement for grading purposes, both as described on Exhibit B attached hereto and incorporated herein by reference (the "Easements").

C. The Village desires to release the Property from the Easements.

Recording Area

Name and Return Address:

Timothy J. Geraghty
Godin Geraghty Puntillo Camilli SC
6301 Green Bay Road
Kenosha, WI 53142

Parcel Identification Number:

91-4-121-244-0603

NOW, THEREFORE, the Village agrees that the Property is released from the Easements, effective immediately, and the Village vacates and releases any easement rights which they have on the Property, arising out of, or relating to, the Easements.

IN WITNESS WHEREOF, the Village of Pleasant Prairie has executed this document as of this ____ day of _____, 2019.

Village of Pleasant Prairie

By: _____

Name: John P. Steinbrink

Title: Village President

By: _____

Name: Jane C. Snell

Title: Village Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF KENOSHA

This instrument was acknowledged before me this ____ day of _____, 2019 in by John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, to me known to be the persons who executed the foregoing instrument.

Signature of Notary Public

Name of Notary Public

State of _____

My commission (expires) (is) _____

This instrument drafted by:
Atty. Timothy J. Geraghty
Godin Geraghty Puntillo Camilli, S.C.
6301 Green Bay Road
Kenosha, WI 53142
262-657-3500

EXHIBIT A TO PARTIAL RELEASE OF EASEMENT

Lot 1 of Certified Survey Map No. 2866, recorded in the Kenosha County Register of Deeds office on June 22, 2018 as Document No. 1822092, being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 1 North, Range 21 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Tax Parcel No.: 91-4-121-244-0603

A 30-foot wide permanent drainage easement described as:

Commencing at the above-mentioned point of beginning; thence South 88°59'11" West, along the South line of said Southwest 1/4, 295.00 feet to the Southwest corner of the East 1/2 of said Southwest 1/4; thence North 02°07'14" West, along the West line of the East 1/2 of said Southwest 1/4, 80.02 feet to point of beginning "B"; thence continue North 02°07'14" West, along said West line, 447.98 feet; thence North 88°59'11" East, 30.01 feet; thence South 02°07'14" East, 447.98 feet; thence South 88°59'11" West, 30.01 feet to point of beginning "B".

The above-described permanent drainage easement contains 13,439 square feet (0.309 acres) of land more or less.

ALSO

A 20-foot wide temporary limited easement for grading purposes lying East of and adjacent to the above-described permanent drainage easement.

The above-described temporary limited easement contains 8,960 square feet (0.206 acres) of land more or less

Exhibit B

PARTIAL RELEASE OF EASEMENT

This PARTIAL RELEASE OF EASEMENT is created as of this ____ day of _____, 2019 by the Village of Pleasant Prairie, a Wisconsin municipality (the "Village"), WE Energies (f/k/a W E P CO.)("WE Energies"), AT&T (f/k/a Wisconsin Bell) ("ATT"), and Spectrum (f/k/a Time Warner Cable Inc.) ("Spectrum"). The Village, WE Energies, ATT and Spectrum are sometimes referred to herein collectively as the "Benefited Parties".

RECITALS

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

B. On or about June 21, 2018, the Village, the owner of the Property, executed Certified Survey Map No. 2866 which was recorded with the Kenosha County Register of Deeds Office on June 22, 2018, as Document No. 1822092, which granted a number of easements to the Village and others, including Nonexclusive General Utility Easements for the benefit of the Benefitted Parties and described on Exhibit B attached hereto and incorporated herein by reference (the "General Utility Easements").

C. The Benefitted Parties desire to release the Property from the General Utility Easements Easement.

Recording Area

Name and Return Address:

Timothy J. Geraghty
Godin Geraghty Puntillo Camilli SC
6301 Green Bay Road
Kenosha, WI 53142

Parcel Identification Number:

91-4-121-244-0603

NOW, THEREFORE, the Benefitted Parties agree that the Property is released from the General Utility Easements, effective immediately, and the Benefitted Parties vacate and release any easement rights which they have on the Property, arising out of, or relating to, the General Utility Easements. The Benefitted Parties are releasing only the General Utility Easements and the Benefitted Parties retain all other easements granted to them in Document No.1822092.

IN WITNESS WHEREOF, the Village of Pleasant Prairie has executed this document as of this ____ day of _____, 2019.

Village of Pleasant Prairie

By: _____

Name: John P. Steinbrink

Title: Village President

By: _____

Name: Jane C. Snell

Title: Village Clerk

STATE OF WISCONSIN)

) SS:

COUNTY OF KENOSHA

This instrument was acknowledged before me this ____ day of _____, 2019 in by John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, to me known to be the persons who executed the foregoing instrument.

Signature of Notary Public

Name of Notary Public

State of _____

My commission (expires) (is) _____

IN WITNESS WHEREOF, _____ has executed this document as of
this _____ day of _____, 2019.

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

KENOSHA COUNTY)

This instrument was acknowledged before me this _____ day of
_____, 2019, by _____, as _____, of
_____, to me known to be the person who executed the foregoing
instrument.

Signature of Notary Public

Name of Notary Public

My commission (expires) (is) _____

This instrument drafted by:
Atty. Timothy J. Geraghty
Godin Geraghty Puntillo Camilli, S.C.
6301 Green Bay Road
Kenosha, WI 53142
262-657-3500

EXHIBIT A TO PARTIAL RELEASE OF EASEMENT

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Tax Parcel No.: 91-4-121-244-0603

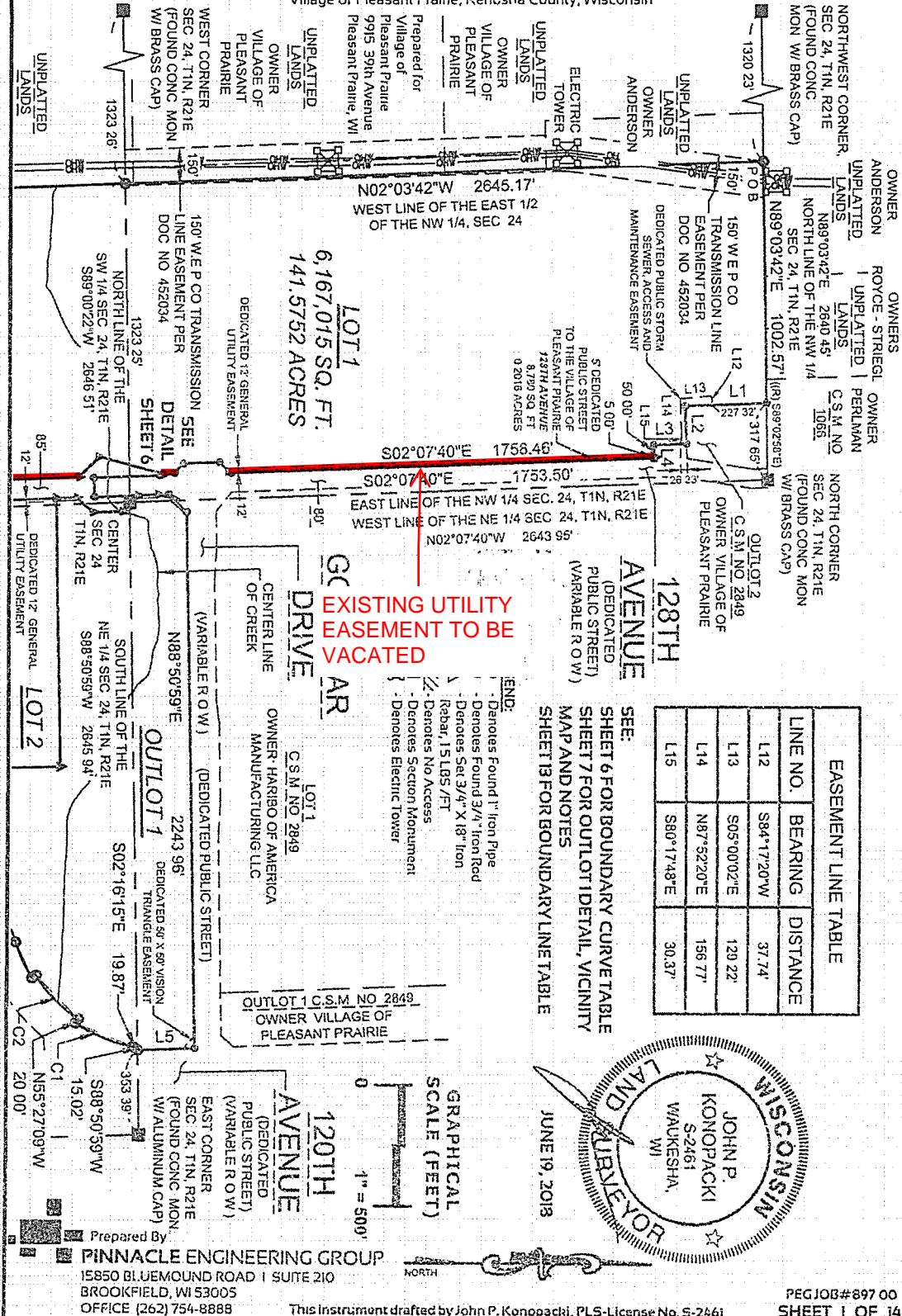
EXHIBIT B TO PARTIAL RELEASE OF EASEMENT

2 Nonexclusive General Utility Easements coextensive with the areas shown on Lots 1 and 2 and Outlot 1 by Village of Pleasant Prairie, WE Energies (f/k/a WEP CO.), AT & T (f/k/a Wisconsin Bell) and Spectrum (f/k/a Time Warner Cable Inc.) and their respective successors and assigns (collectively the "Utility and Communications Grantees") as granted by the Lot Owners, are identified for the purposes of constructing, installing, operating, repairing, aliening, replacing and maintaining utility and communication lines and other related facilities to serve the Lots and for any related ingress and egress. The General Utility Easements shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. All such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Lot and Outlot Owners and as may be approved by the Village. Upon the installation of the required utilities, the Lot and Outlot Owners shall be responsible to restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement, on which such easements are located on their Lots and Outlot as it does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the individual Lot and Outlot Owners and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Lot or Outlot Owners shall be responsible for all restoration maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way areas 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 to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the individual Lot and Outlot Owners shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets without prior written approval of the Village, Kenosha County and/or the WI DOT. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of 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, Kenosha County or WI DOT and the rights of the private utility, electric or communications company in such public street areas, the Village's, Kenosha County's or the WI DOT's rights shall be deemed to be superior.

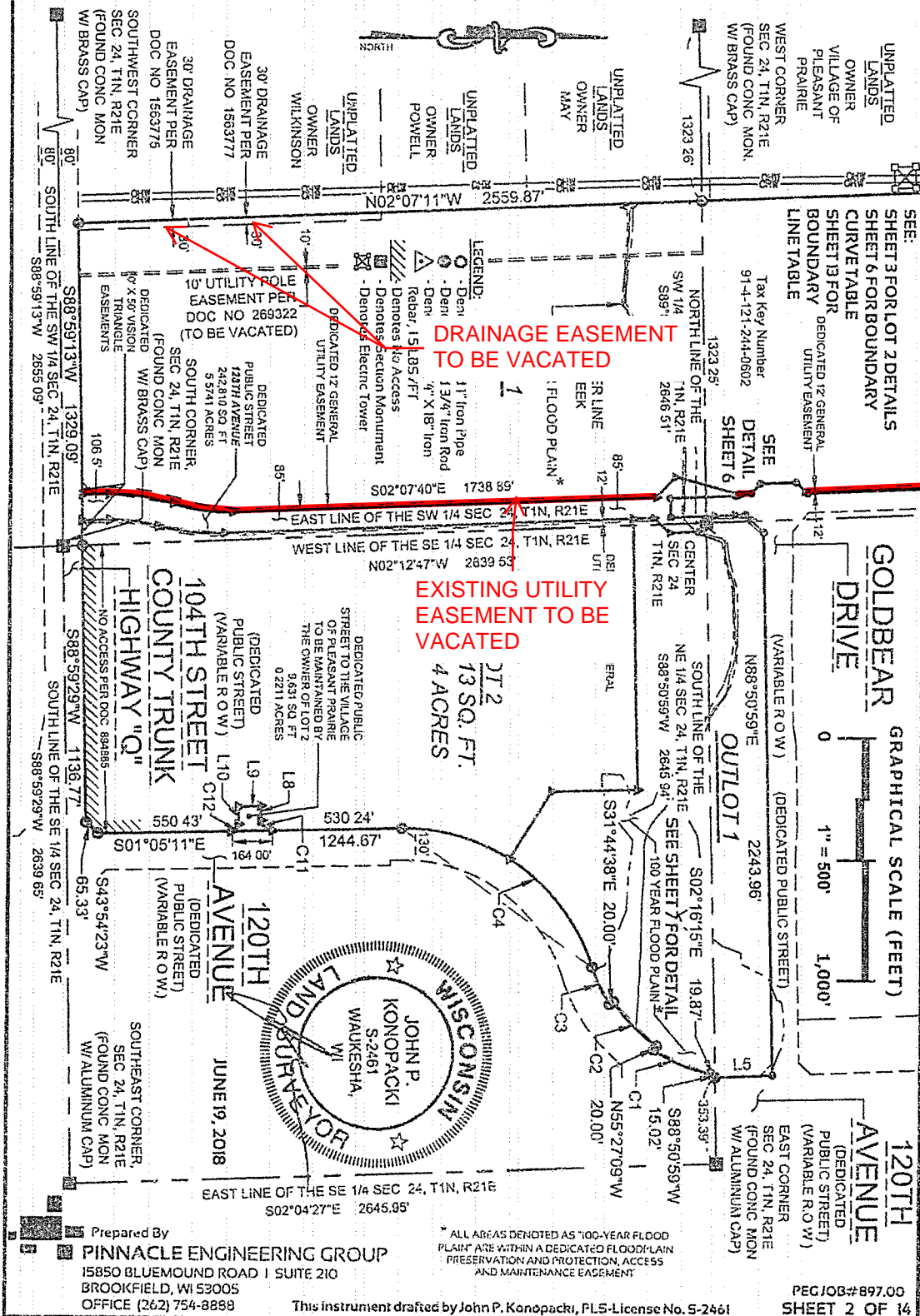
CERTIFIED SURVEY MAP NO. 2866 Doc#1822092

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



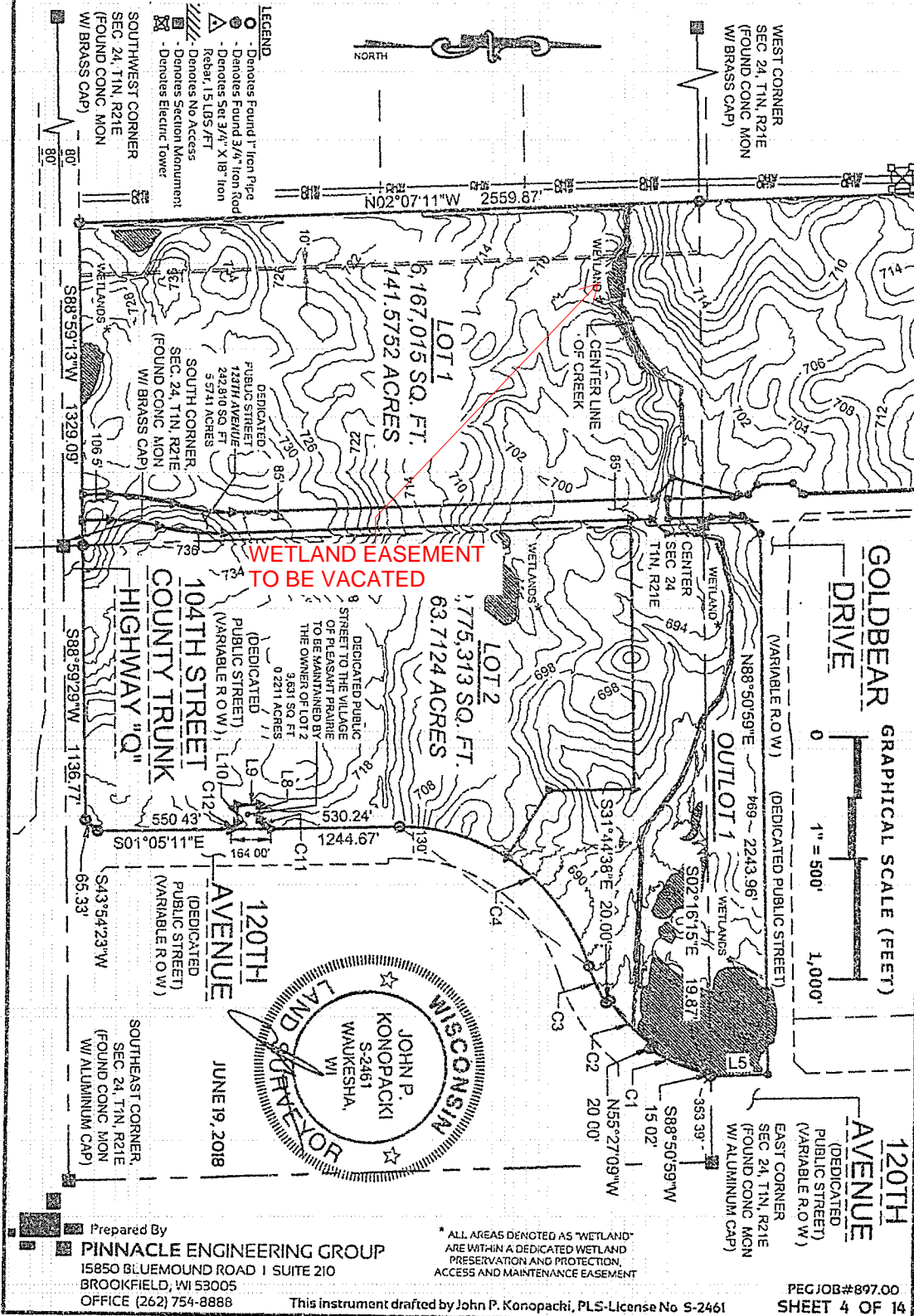
CERTIFIED SURVEY MAP NO. 2866 Doc# 1822092

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



CERTIFIED SURVEY MAP NO. 2866 Per # 1822092

Being a reddivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



**THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME;
HOWEVER, SEPARATE ACTIONS WILL BE REQUIRED.**

Consider approval of a **Vacation of the Vintage Parc Condominium Plat, vacation of easements and Certified Survey Map** for the redevelopment of the site for the Green Bay Trail Condominium development.

Recommendation: On April 29, 2019 the Plan Commission held a public hearing and recommend that the Village Board approve the **Vacation of the Vintage Parc Condominium Plat, vacation of easements and Certified Survey Map** subject to the comments and conditions of the July 15, 2019 Village Staff Report.

Consider **Resolution #19-26** for approval of the **Final Condominium Plat including Development Agreement and related Exhibits** for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) for the Green Bay Trail Condominium development (6-3 unit and 14-2 unit buildings).

Recommendation: On April 29, 2019 the Plan Commission held a public hearing and recommend that the Village Board approve the **Final Condominium Plat and Development Agreement** subject to the comments and conditions of the July 15, 2019 Village Staff Report.

Consider a **Zoning Text Amendment (Ord. # 19-22)** for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) to amend Appendix C of Chapter 420 specific development plan # 22 for the Green Bay Trail Condominium Planned Unit Development Ordinance.

Recommendation: On April 29, 2019 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text Amendment including the Residential Development Plans** subject to the comments and conditions of the July 15, 2019 Village Staff Report.

VILLAGE STAFF REPORT OF JULY 15, 2019

Consider approval of a **Vacation of the Vintage Parc Condominium Plat, vacation of easements and Certified Survey Map** for the redevelopment of the site for the Green Bay Trail Condominium development.

Consider **Resolution #19-26** for approval of the **Final Condominium Plat including Development Agreement and related Exhibits** for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) for the Green Bay Trail Condominium development (6-3 unit and 14-2 unit buildings).

Consider a **Zoning Text Amendment (Ord. # 19-22)** for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) to amend Appendix C of Chapter 420 specific development plan # 22 for the Green Bay Trail Condominium Planned Unit Development Ordinance.

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME; HOWEVER, SEPARATE ACTIONS WILL BE REQUIRED.

The petitioner is requesting final approvals for the redevelopment of the former Vintage Parc condominium development properties as a new condominium development to be known as Green Bay Trail Condominiums located at the southeast corner of Old Green Bay Road and 104th Street (STH 165).

Background: On June 18, 2007, the Village Board approved the Final Condominium Plat, Development Agreement and related Exhibits for the Vintage Parc Condominium development which included 3-6 unit and 12-4-unit condominium buildings (66 units) at the southeast corner of Old Green Bay Road and 104th Street (STH 165). Infrastructure construction began and some public improvements were installed including the mass grading and installation of the retention basin, underground utilities (sanitary sewer, water, storm sewer, electrical distribution system and street lights), and binder course of the roadway including curb and gutter. However, due to the downturn in the economy all of the required public roadway improvements were not completed and no condominium buildings were built.

With the purchase of the former Vintage Parc development by Harpe Development LLC, the Village Board on November 19, 2018, approved an Assignment of the existing 2007 Development Agreement to Harpe Development LLC, the new developer. Harpe Development, LLC has agreed to assume all obligations under the Development Agreement, including being financially responsible for the completion of the Required Public/Private Improvements in the Development. Harpe Development, LLC has provided the Village with the required financial security (Letter of Credit), based on a 2018 Village Engineer's cost estimate identifying the currently known outstanding construction-related costs for the Development. Additional financial security will be required to be provided to the Village as a Replacement Letter of Credit or Supplemental Letter of Credit based upon the new final engineering plans and construction costs for the new project. It is intended that a new Development Agreement as presented this evening will be entered into with Harpe based on the revised development plans and costs.

On January 21, 2019 the Village Board approved a **Comprehensive Plan Amendment (Ord. #19-01)** to amend a portion of the Lakewood Neighborhood Plan for the proposed re-development of the site pursuant to the **Conceptual Plan** that was also conditionally

approved for the proposed 6-3 unit condominium buildings and 14-2 unit condominium buildings development to be known as Green Bay Trail Condominiums.

On March 11, 2019 the Village Board approval a **Preliminary Condominium Plat (Res. #19-06)** for the proposed Green Bay Trail Condominiums.

On April 29, 2019, the Plan Commission approved a **Conditional Use Permit** to allow the developer to begin construction on Building #20 (a two unit building) at the northeast corner of Old Green Bay Road and 105th Street and to use the building as a sales office and model units for this development.

Green Bay Trail Condominium Plat: The existing Vintage Parc Final Plat is proposed to be vacated along with some easements and the property is proposed to be re-developed with 6-3 unit and 14-2 unit condominium buildings (46 units) to be known as Green Bay Trail Condominiums. The development proposes to utilize as much of the existing infrastructure that was installed as possible; however, the storm water retention pond is being reshaped and some electrical utilities are being moved to allow for the new development layout.

The 2 unit buildings will be ranch-style condominiums with a 2-car attached garage and a full basement. Each building will have a 2 bedroom with a 2 bath unit that is 1,626 square feet and a 3 bedroom with a 2 bath unit that is 1,691 square feet.

The 3 unit buildings will be two stories. Two of the units will be ranch style with a 3-car attached garage, full basements with 2 bedrooms and 2 baths. One unit will be 1,617 square feet and the other will be 1,629 square feet. The upper unit will have 2,276 square feet of living space on the 2nd floor with an entry foyer with extra storage space on the 1st floor that is 244 square feet. This upper unit will have a 2 car attached garage (extra deep), 3 bedrooms, 2 bathrooms, an office, and a covered deck.

The units will have a variety of color options related to the siding (James Hardie), shake and stone materials. Material sample boards have been provided and reviewed by staff. The siding colors include: Aged Pewter, Cobblestone, Gray Slate, Night Gray, Iron Gray and Rosemary. The shake colors include: Harvest Wheat, Moonrock, Sandalwood, Rustic Cedar, Vintage Taupe, and Vanilla Bean. The stone materials include: Sienna Stack Ledge, Elkwood Weather Ledge, Steinhaus Stack Ledge, and Fallbrook Weather Ledge.

Comprehensive Plan Compliance and Density: The proposed development is consistent with the adopted Village's Comprehensive Land Use Plan and the Lakewood Neighborhood Plan.

Zoning: The property is currently zoned R-10 (PUD), Multi-family Residential District with the Planned Unit Development Overlay District. The existing PUD Ordinance that was approved for the Vintage Parc Condominium is being repealed and the **attached** new PUD Ordinance will be created for this development.

Developing this site with a PUD Overlay allows for modification of Village Zoning Ordinance requirements provided there is a defined benefit to the community. The PUD will allow for more than one (1) building per property and just slightly reduced street setbacks and other modifications as noted below:

- 60 feet building setback from STH 165 right-of-way (instead of the required 65 feet);
- 50 feet building setback from Old Green Bay Road right of way (instead of the required 65 feet);
- 25 feet building setback from 105th Street and 65th Avenue right-of-ways (instead of the required 40 feet); provided that from the edge of the garage to the sidewalk there is a minimum of 20 feet to allow a car to be parked in the driveway without encroaching into the sidewalk;

- 20 feet building setback from the back of curb to the private drive cul-de-sac for units 13-17 (instead of the required 40 feet);
- 20 feet separation distance between buildings as measured from the building, decks or porches will be required);
- 120 feet minimum separation spacing distance between the centerline of condominium driveways and the centerline of STH 165 and Old Green Bay Road, (instead of the required 150 feet); and
- 80 foot minimum separation between the centerline of the driveways and the centerline of 65th Avenue and 105th Street and a 65 feet the minimum separation between the centerline of the driveways and the centerline of the 66th Court (private cul-de-sac) and 65th Avenue (instead of the required 100 feet).

The community benefit being provided is that all units have individual entries with no common hallways, exterior materials are maintenance free and elements of natural stone or brick materials (no jumbo brick) as shown on the Residential Development Plans. Other community benefits include increased amount and sizes of landscaping, installing public sidewalks, and future street trees and driveway extensions are going to be installed when the cul-de-sac islands are removed.

Municipal Improvements: Municipal sanitary sewer and water laterals will be provided to service all of the condominium units. Sanitary sewer and water mains were installed by the previous developer; however, due to the reconfiguration of the buildings, sewer/water mains and sewer/water laterals will need to be extended/relocated.

The storm water retention basin facility and storm sewers for this development have already been constructed/installed. However, the retention basin and the storm sewers are proposed to be reconfigured slightly to accommodate the new buildings layout per the plans.

Sidewalks are required in all developments and will be required on both sides of 105th Street, on both side of 65th Avenue, on the east side of Old Green Bay Road and on the south side of STH 165 within the street rights-of-way. All sidewalks with the exception of the sidewalk on STH 165 are required to be installed as part of this development. A cash deposit in the amount of \$28,525 shall be provided to the Village for the future sidewalk/pedestrian path on STH 165 which will be installed at the time that future improvements are completed in STH 165 (excluding the intersection improvements at STH 165 and Old Green Bay Road that will be installed later this year as part of the Main Street Market development to the northwest). The public roadways will be completed pursuant to the Village specifications as noted in Chapter 405 of the municipal code, with some slight adjustments since a portion of the improvements were previously installed.

The temporary cul-de-sacs at the end of 105th Street and 65th Avenue are intended to be removed when land to the east and south develops. These temporary cul-de-sac easements will be vacated and the future land developers to the east and south will remove the temporary cul-de-sac infrastructure and install the new roadway improvements including the extension of the sidewalks at the future land developer's expense. The Condominium Association will be responsible to connect the existing condominium building driveways for buildings 7, 8 and 9 to the new roadways and to install the required remaining public street trees and sidewalks.

Plat and Easement Vacation, Certified Survey Map and Development Agreement: Existing easements and Vintage Parc Condominium Plat vacation documents shall be finalized and approved by the Village Board. The new Certified Survey Map (CSM) will dedicate new easements and set forth additional restrictive covenants language associated with the new development plan. In addition, the **attached** Development Agreement and associated Exhibits shall be finalized and executed by the Developer. As part of the

Developer Agreement, the developer shall provide a replacement or supplemental Letter of Credit as financial security to the Village as a guarantee for the installation, inspection and warranty of the remaining public improvements. The vacation documents shall be approved, executed and recorded prior to recording the CSM, Final Plat, Memorandum of Development Agreement and other associated documents at the Kenosha County Register of Deeds Office.

Transportation Improvement Fees for the future widening/reconstruction of the Old Green Bay Road and STH 165 intersection in the amount of \$187,453.11 have already been deposited with the Village by the prior Vintage Parc developer. These funds will be utilized for the intersection improvements that are anticipated to be under construction in the winter of 2019 by the Main Street Market developer.

Development Timeframe: The developer anticipates starting construction this summer and projects that the construction of the units will be completed within 2 to 3 years. Prior to issuance of permits, with the exception of buildings #1, 2, 4, 5, 18 and 20, the improvements (storm water pond, other site grading and the public sewer and water extensions) shall be completed, televised, inspected and accepted by the Village and as-built utility and grading plans submitted in accordance with the Development Agreement. All other required improvements shall be complete pursuant to the Development Agreement.

Recommendations:

Plan Commission recommends approval of the **Vacation of the Vintage Parc Condominium Plat, vacation of easements and Certified Survey Map** subject to the above comments and the following conditions:

1. The CSM is an exhibit to the Development Agreement and prior to recording the CSM the CSM and **attached** Development Agreement shall be finalized and executed by all parties. See additional comments related to the Development Agreement below.
2. The Vacation documents shall be finalized, executed and recorded at the Register of Deeds Office prior to recording the new CSM and Plat. A recorded copy of all documents shall be provided to the Village upon recording.
3. All taxes and outstanding special assessments have been paid. Any outstanding invoices shall be paid prior to the Village executing and the developer recording the Certified Survey Map, Final Condominium Plat and Memorandum of Development Agreement.

Village staff recommends approval of the **Final Condominium Plat including the Development Agreement** subject to the above comments and the following conditions:

1. Revised CSM, Final Plat and Engineering Plans By-Laws, Declarations and Condominium budget have been submitted for final review. These plans and documents shall be approved by the Village staff prior to executing the Development Agreement.
2. **The following shall be submitted to the Village so that the Development Agreement and the recordable Memorandum can be finalized (all documents shall also be submitted as a pdf):**
 - a. Five (5) paper copies of the approved Engineering Plans, Profiles and Specifications.
 - b. A copy of the public sanitary sewer and water approval letters from the WI DNR.

- c. A copy of all 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. Contracts shall not be signed until contractors are pre-approved.
 - d. Five (5) paper copies of the Public Street Tree/Landscaping Plan and private landscaping around the buildings.
 - e. A copy of the We Energies electrical distribution system plan.
 - f. Erosion Control Permit application, plans and related fee including the required Street Sweeping Cash Deposit.
 - g. A "draft" replacement or supplemental LOC shall be provided to the Village for staff review. [NOTE: 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 signs (if applicable), sidewalks, Public Works 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 replacement or supplemental 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.]
3. Upon Village Board approval and within 30 days of said approval the Village will host a closing to have the Plat, CSM and 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 of all documents to the Village within 72 hours of closing with the Village.
 4. 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.
 5. 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.
 6. 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 required compliance with the Village Design Standards and Construction Specifications.
 7. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per condominium unit.

Village staff recommends approval of the **Zoning Text Amendment including the Residential Development Plans** subject the above noted plan changes, approval and recording of the CSM, Final Plat and Declarations as these plans/documents are referenced in the PUD Ordinance.

CODE1904-001

DEV1904-001

DEV1904-002

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #19-26
RESOLUTION APPROVING THE
FINAL CONDOMINIUM PLAT FOR THE
GREEN BAY TRAIL CONDOMINIUM DEVELOPMENT**

WHEREAS, Dustin Harpe, Member for Harpe Development, LLC, owner of the properties located at the southeast corner of Old Green Bay Road and 104th Street (STH 165) is vacating the existing Vintage Parc Condominium Plat and re-developing the undeveloped properties to include 6-3 unit and 14-2 unit condominium buildings to be known as Green Bay Trail Condominiums (***Exhibit 1***); and

WHEREAS, the Village of Pleasant Prairie Plan Commission held a public hearing on April 29, 2019 and recommended conditional approval of the Vacation documents, Certified Survey Map, Final Condominium Plat, Development Agreement and related Exhibits for the development; and

NOW THEREFORE BE IT RESOLVED that the Village Board of Trustees hereby approves the Final Condominium Plat, and Development Agreement and related Exhibits for the Green Bay Trail Condominium subject to the following conditions:

1. The Village and Developer shall comply with the requirements set forth in the Village Board conditionally approved and presented Village Staff Report of July 15, 2019.
2. The Village and the Developer shall execute the Development Agreement and the Developer shall provide a Letter of Credit for the developer to guarantee the Developer's compliance with the Village requirements and ordinances.
3. Upon Village Board's approval of the Vacation documents, Certified Survey Map, Final Condominium Plat, Development Agreement, and related Exhibits and within 30 days of said approval the Village, will hold a closing to have the CSM, Plat, all of the Development Agreement documents signed and financial security provided to the Village. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and providing proof of recording to the Village within 72 hours of closing with the Village.
4. 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).
5. The Final Condominium Plat shall be in compliance with all regulations as set forth in the State of Wisconsin Statutes and local ordinances.
6. All comments received by the reviewing and objecting agencies shall be conditions of the Final Condominium Plat and Development Agreement approval.
7. In accordance with Village Municipal Code, Chapter 405 all public and private improvements shall be completed by the Developer, inspected by the Village, 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 items and conditions set forth in the Development Agreement on file with the Village.
8. All Village fees incurred by the Village Community Development Department, Village Engineering Department, Village Public Works 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, and Land

Division and Development Control Ordinance, the Village Design Standards and Construction Specifications shall control.

9. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per housing unit.

NOW THEREFORE BE IT FURTHER RESOLVED that Vacation documents, Certified Survey Map, Final Condominium Plat and associated Development Agreement and Exhibits approval shall not be valid if the above conditions are not executed, satisfied and timely filed within 30 days from the date of this Resolution.

Adopted this the 15th day of July 2019.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

Jane C. Snell
Village Clerk

John P. Steinbrink
Village President

Posted: _____

26-Green Bay Trail

DEV1904-001
DEV1904-002

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NW COR OF
NW 1/4 OF
SEC. 27-1-22
197,794.54 } GRID
2,567,904.90 }
CONC. MON. W/
BRASS CAP

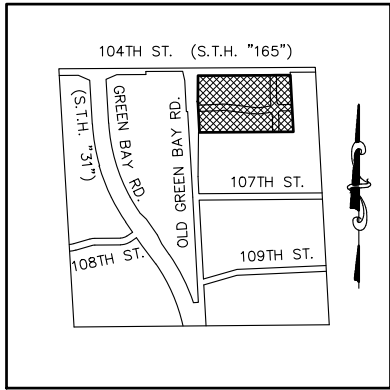
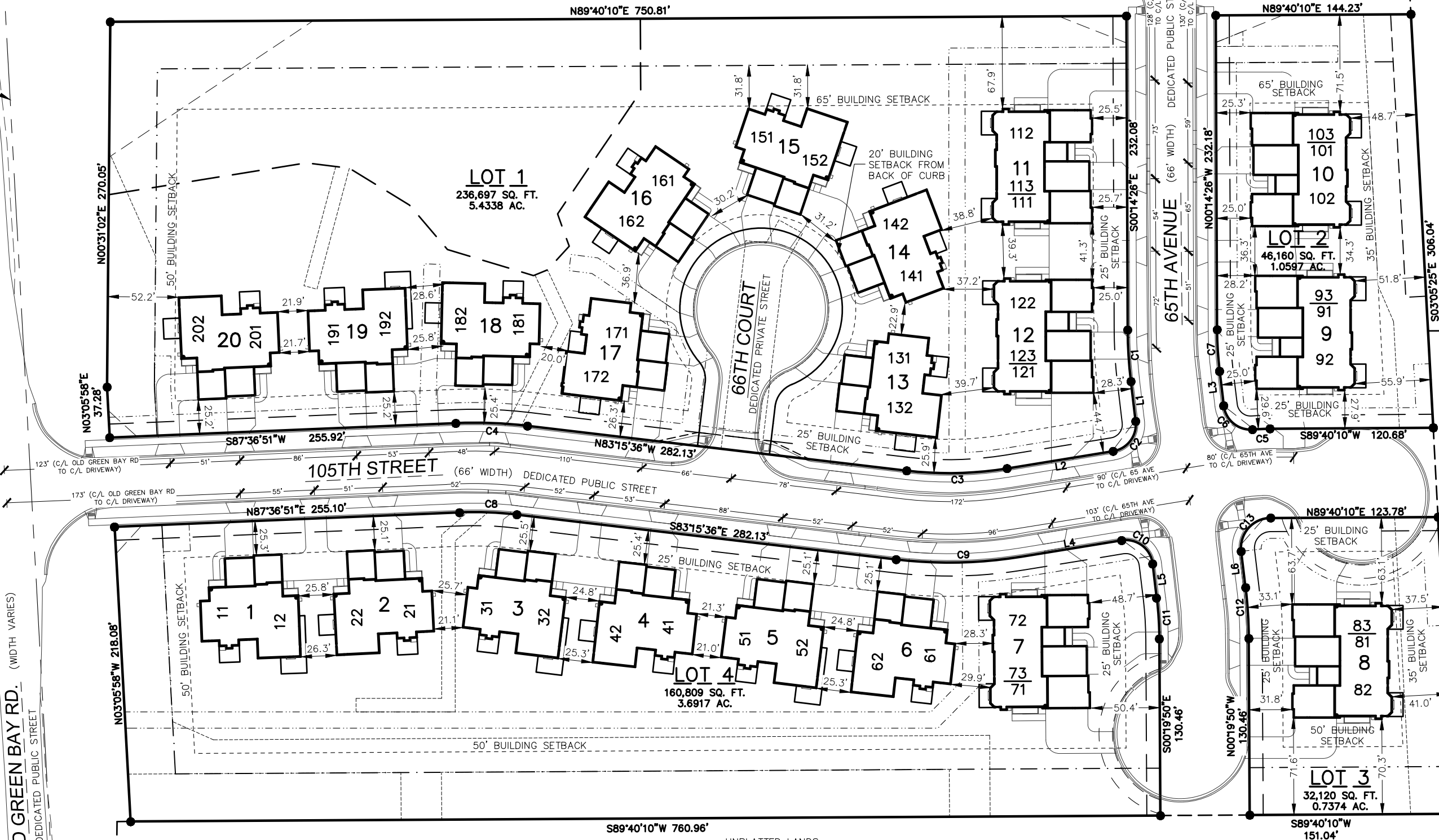


NE COR OF
NW 1/4 OF
SEC. 27-1-22
CONC. MON. W/
BRASS CAP
N 197,809.96 } GRID
E 2,570,577.64 }

104TH STREET - S.T.H. "165" (WIDTH VARIES)
DEDICATED PUBLIC STREET

N LINE OF NW 1/4 OF SEC 27-1-22 N89°40'10"E 2672.73' (TOTAL)

REFERENCE LINE PER WISDOT
PROJ. NO. 3339-01-20



LOCATION MAP

NW 1/4 SEC. 27, T1N, R22E
SCALE 1" = 2000'

NOTE:

"CSM" IN ALL EASEMENT ANNOTATION
REFERS TO CERTIFIED SURVEY MAP NO. _____

BEARING BASIS:

ALL BEARINGS ARE REFERENCED TO GRID
NORTH OF THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE. THE
NORTH LINE OF THE NORTHWEST 1/4 OF
SECTION 27-1-22, WAS USED AS
N89°40'10"E

PROJECT CONVERSION FACTOR:
GRID/1.0000045 = GROUND

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY __, 2019

SHEET 1 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

UNPLATTED LANDS

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NW COR OF
NW 1/4 OF
SEC. 27-1-22
197.794.54 } GRID
2,567,904.90 }
CONC. MON. W/
BRASS CAP

SCALE IN FEET
80' 0 80'

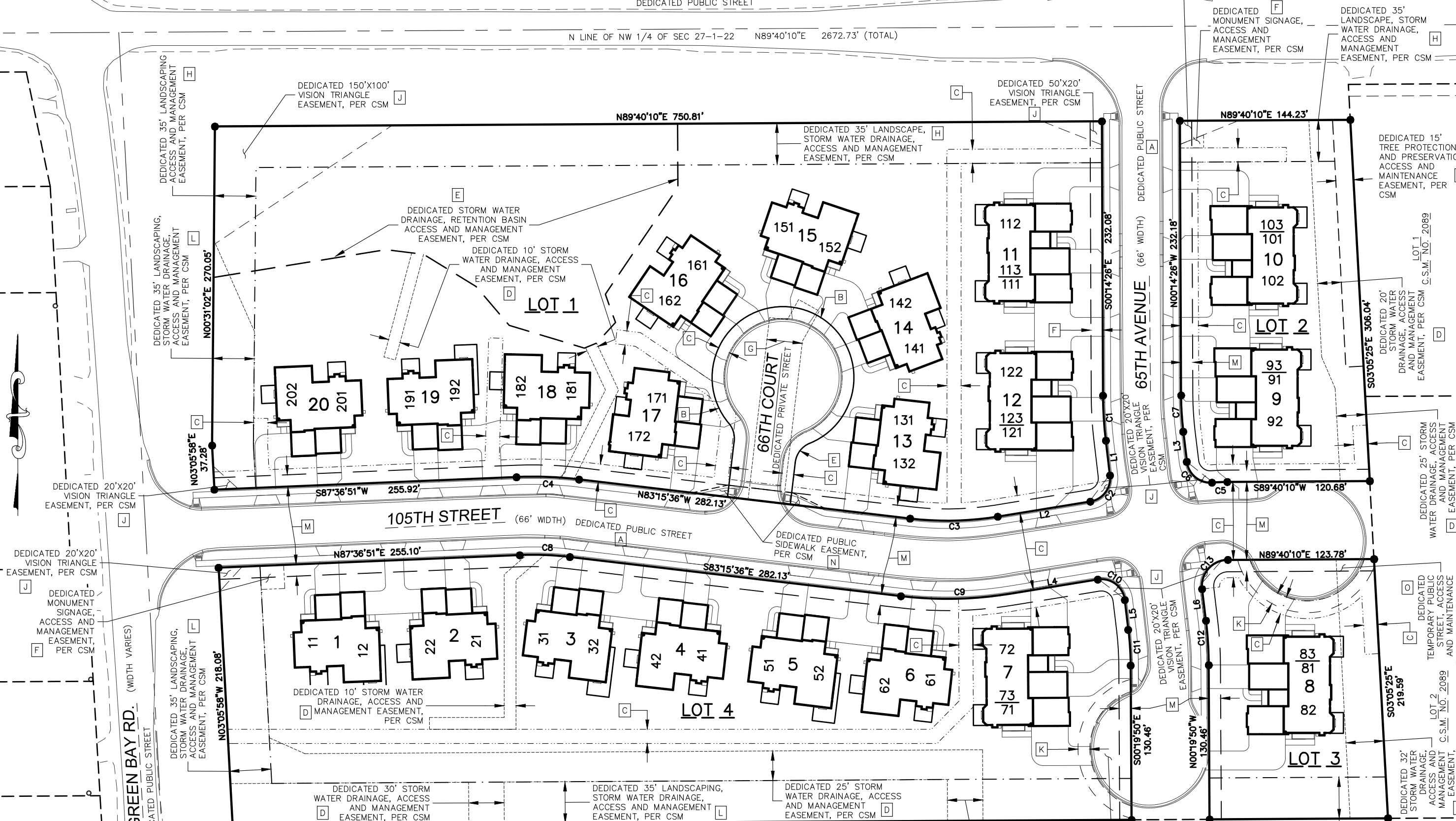
104TH STREET - S.T.H. "165" (WIDTH VARIES)
DEDICATED PUBLIC STREET

N LINE OF NW 1/4 OF SEC 27-1-22 N89°40'10"E 2672.73' (TOTAL)

NE COR OF
NW 1/4 OF
SEC. 27-1-22
CONC. MON. W/
BRASS CAP
N 197,809.96 } GRID
E 2,570,577.64 }

LEGEND:

- A** DEDICATED PUBLIC STREET
- B** DEDICATED PRIVATE STREET, ACCESS AND MAINTENANCE EASEMENT
- C** DEDICATED 12' OR 15' UTILITY, ACCESS AND MAINTENANCE EASEMENT
- D** DEDICATED 10', 20', 25', 30', 32', OR 35' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- E** DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT
- F** DEDICATED MONUMENT SIGNAGE, ACCESS AND MAINTENANCE EASEMENT
- G** DEDICATED PUBLIC 30' WATER MAIN AND SANITARY SEWER MAIN, ACCESS AND MAINTENANCE EASEMENT
- H** DEDICATED 35' LANDSCAPING, ACCESS AND MAINTENANCE EASEMENT
- I** DEDICATED TREE PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT
- J** DEDICATED 20'X20', 50'X20', OR 150'X100' VISION TRIANGLE EASEMENT
- K** DEDICATED TEMPORARY 10' STREET ACCESS, SNOW STORAGE, ROAD REMOVAL AND MAINTENANCE EASEMENT
- L** DEDICATED 25' OR 35' LANDSCAPING, STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- M** DEDICATED 10' STREET TREE, ACCESS AND MAINTENANCE EASEMENT
- N** DEDICATED PUBLIC SIDEWALK, ACCESS AND MAINTENANCE EASEMENT
- O** DEDICATED TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENT



OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY __, 2019

SHEET 2 OF 13

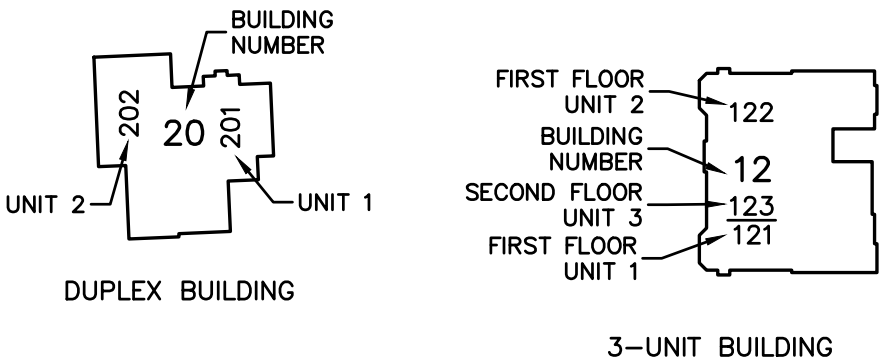
INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

TYPICAL UNIT NUMBERING



NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. REFER TO THE CONDOMINIUM DECLARATION FOR COMPLETE DESCRIPTIONS OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
3. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
4. SEE SHEETS 4 TO 8 FOR BUILDING IDENTIFICATION.

STATE HIGHWAY ACCESS RESTRICTION:

ALL LOTS AND BLOCKS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.T.H. 165 OR 104TH STREET; IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S.236.293, STATS., AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OF TRANSPORTATION.

STATE HIGHWAY SETBACK RESTRICTION:

HIGHWAY SETBACK; THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES.

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57'	20.00'	S36°58'13.5"W	27.68'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	15°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	S87°38'45"W	12.79'	3°44'16"
C6	30.51'	20.00'	N50°31'04"W	27.64'	87°24'38"
C7	30.63'	267.00'	N03°31'35.5"W	30.61'	6°34'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	15°59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21'	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67'	333.00'	N03°34'18"W	37.65'	6°28'56"
C13	37.05'	22.00'	N41°25'42"E	32.82'	96°28'56"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S06°48'46"E	29.62'
L2	S80°45'13"W	79.39'
L3	N06°48'46"W	25.86'
L4	N80°45'13"E	74.88'
L5	S06°48'46"E	25.54'
L6	N06°48'46"W	26.97'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY ___, 2019

SHEET 3 OF 13

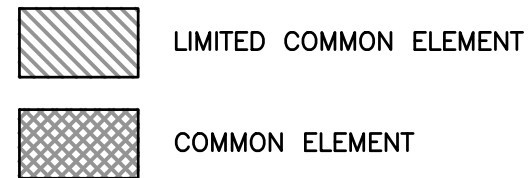
INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27,
TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



BASEMENT PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

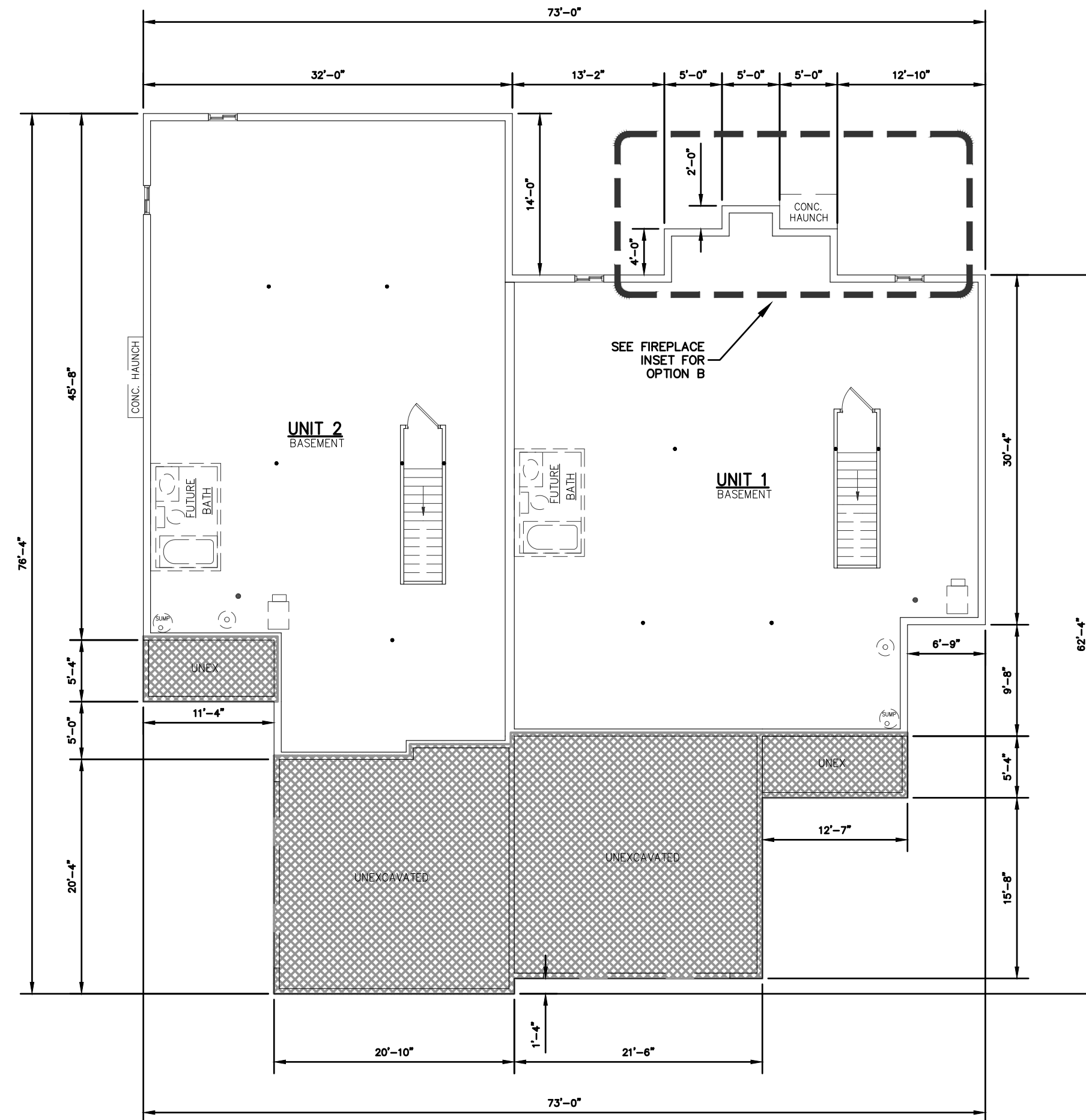
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

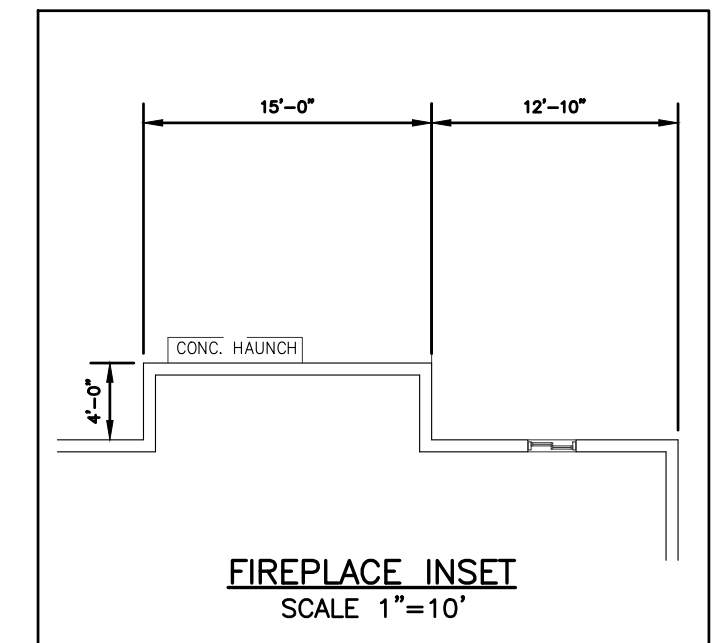
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT — 1,533 sq. ft.
FIRST FLOOR — 1,626 sq. ft.
GARAGE — 443 sq.ft.

UNIT 2:
BASEMENT — 1,576 sq. ft.
FIRST FLOOR — 1,691 sq. ft.
GARAGE — 417 sq. ft.



DUPLEX BASEMENT PLAN
SCALE 1"=10'



JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY __, 2019

SHEET 4 OF 13

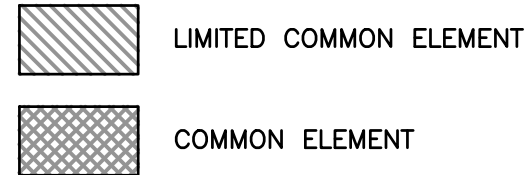
INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

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TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



FIRST FLOOR PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

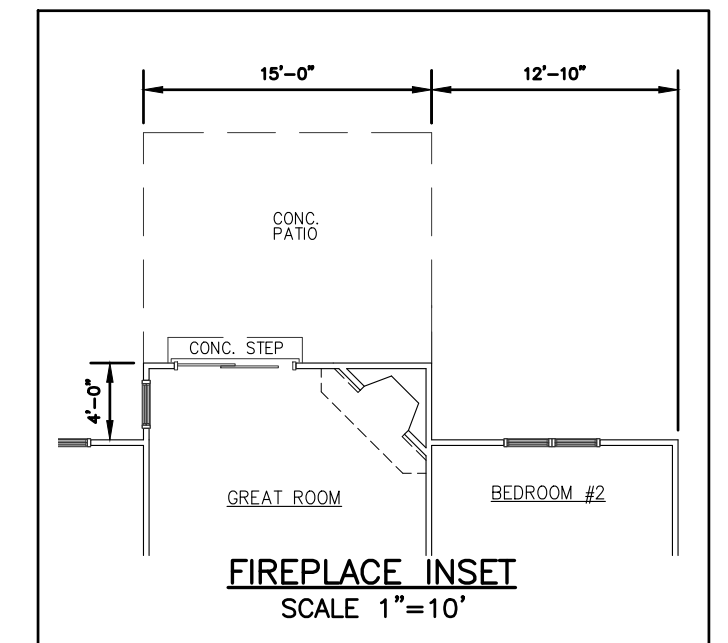
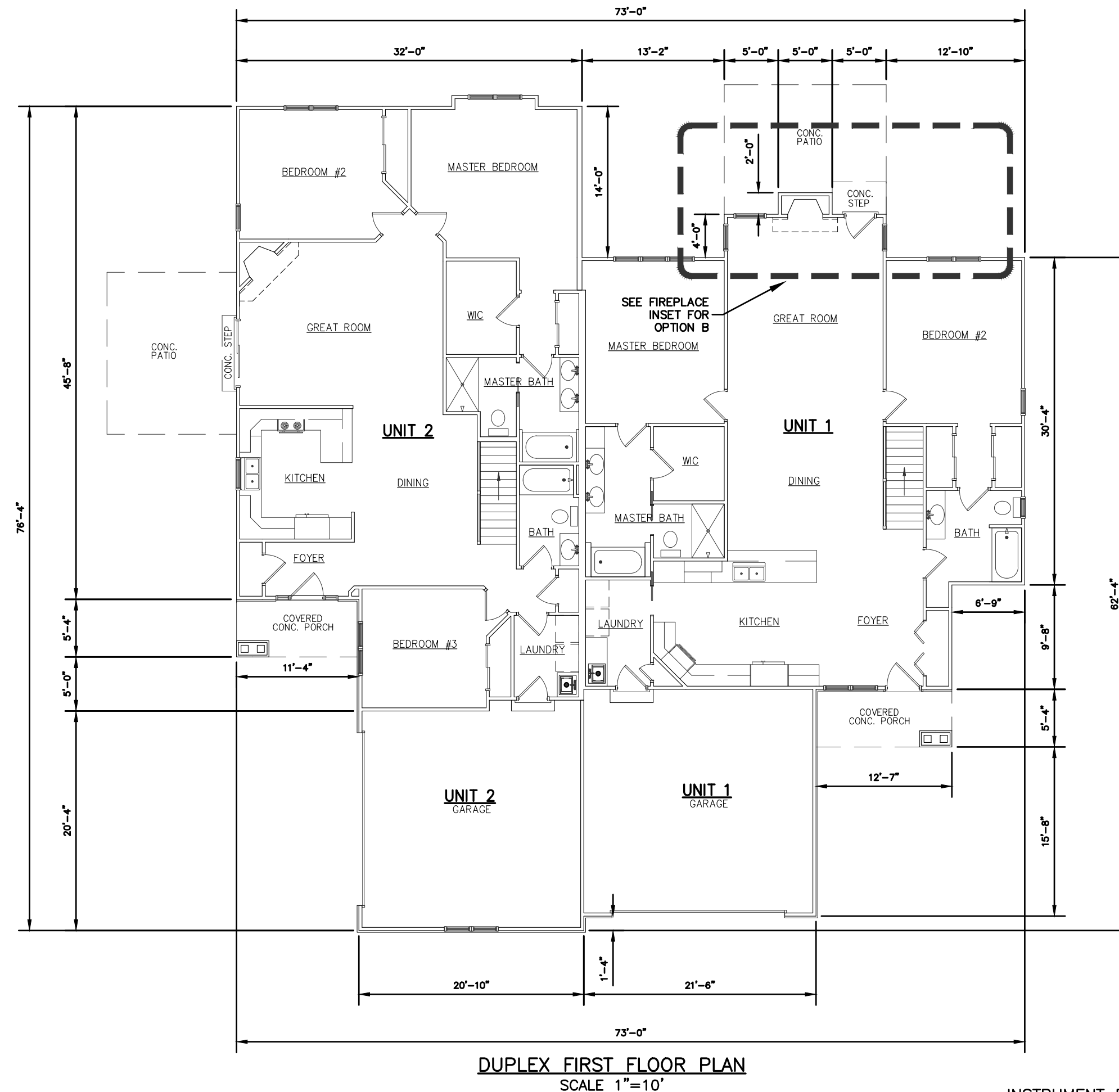
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

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UNIT 1:
BASEMENT — 1,533 sq. ft.
FIRST FLOOR — 1,626 sq. ft.
GARAGE — 443 sq.ft.

UNIT 2:
BASEMENT — 1,576 sq. ft.
FIRST FLOOR — 1,691 sq. ft.
GARAGE — 417 sq. ft.



JSD Professional Services, Inc.
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DATE: JULY __, 2019

SHEET 5 OF 13

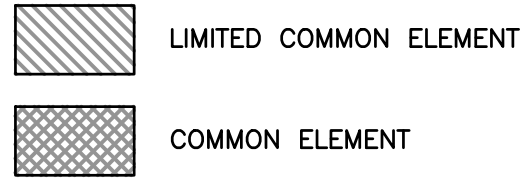
INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

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TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



BASEMENT PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

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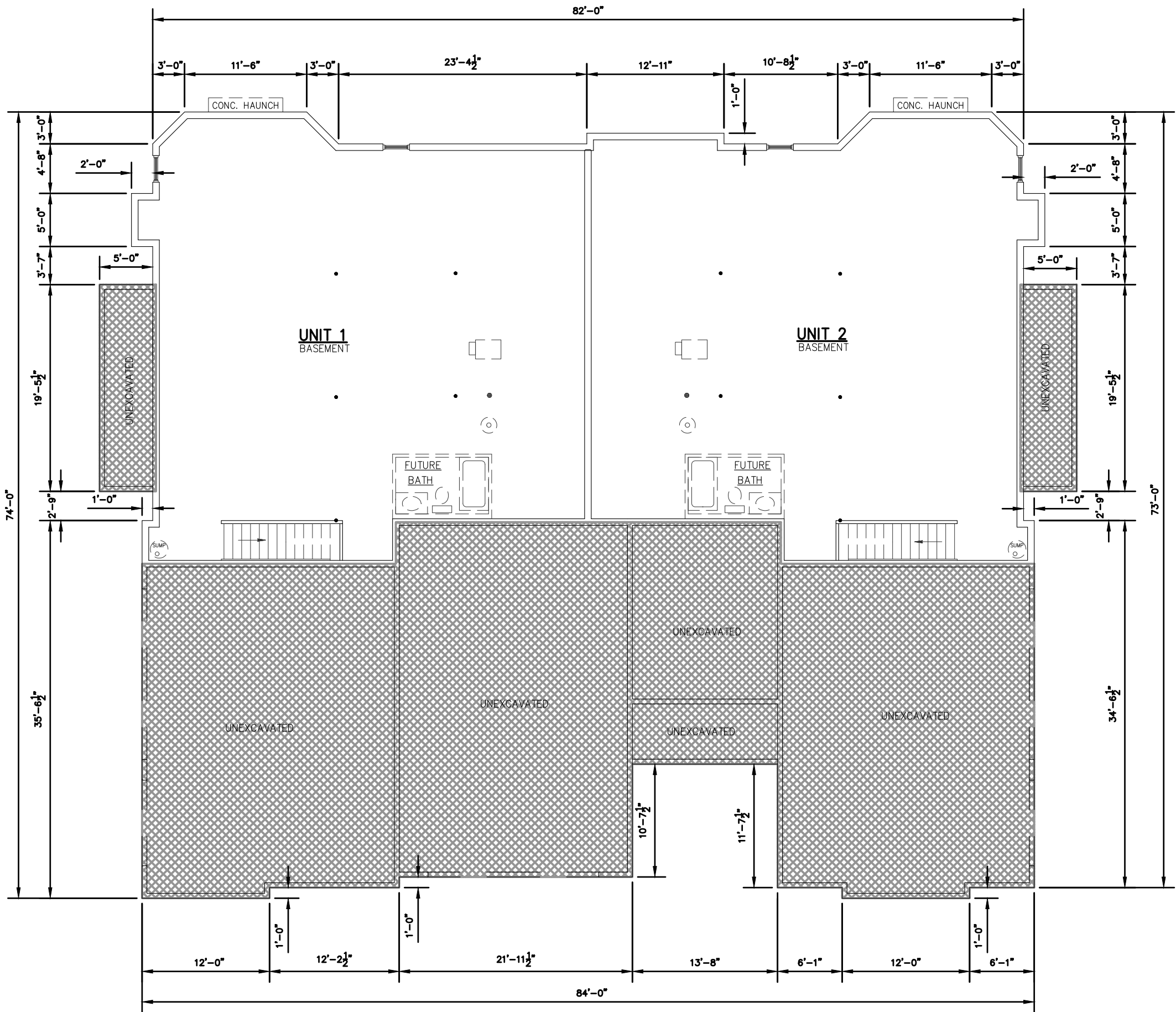
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3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT — 1,527 sq. ft.
FIRST FLOOR — 1,617 sq. ft.
GARAGE — 714 sq.ft.

UNIT 2:
BASEMENT — 1,540 sq. ft.
FIRST FLOOR — 1,629 sq. ft.
GARAGE — 709 sq. ft.

UNIT 3:
FIRST FLOOR — 244 sq. ft.
SECOND FLOOR — 2,520 sq. ft.
GARAGE — 714 sq. ft.



3-UNIT BASEMENT PLAN
SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY __, 2019

SHEET 6 OF 13

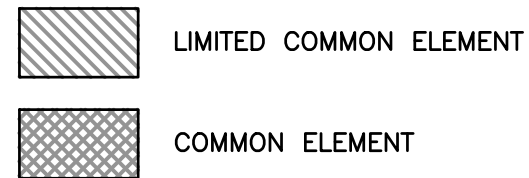
INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

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TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



FIRST FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

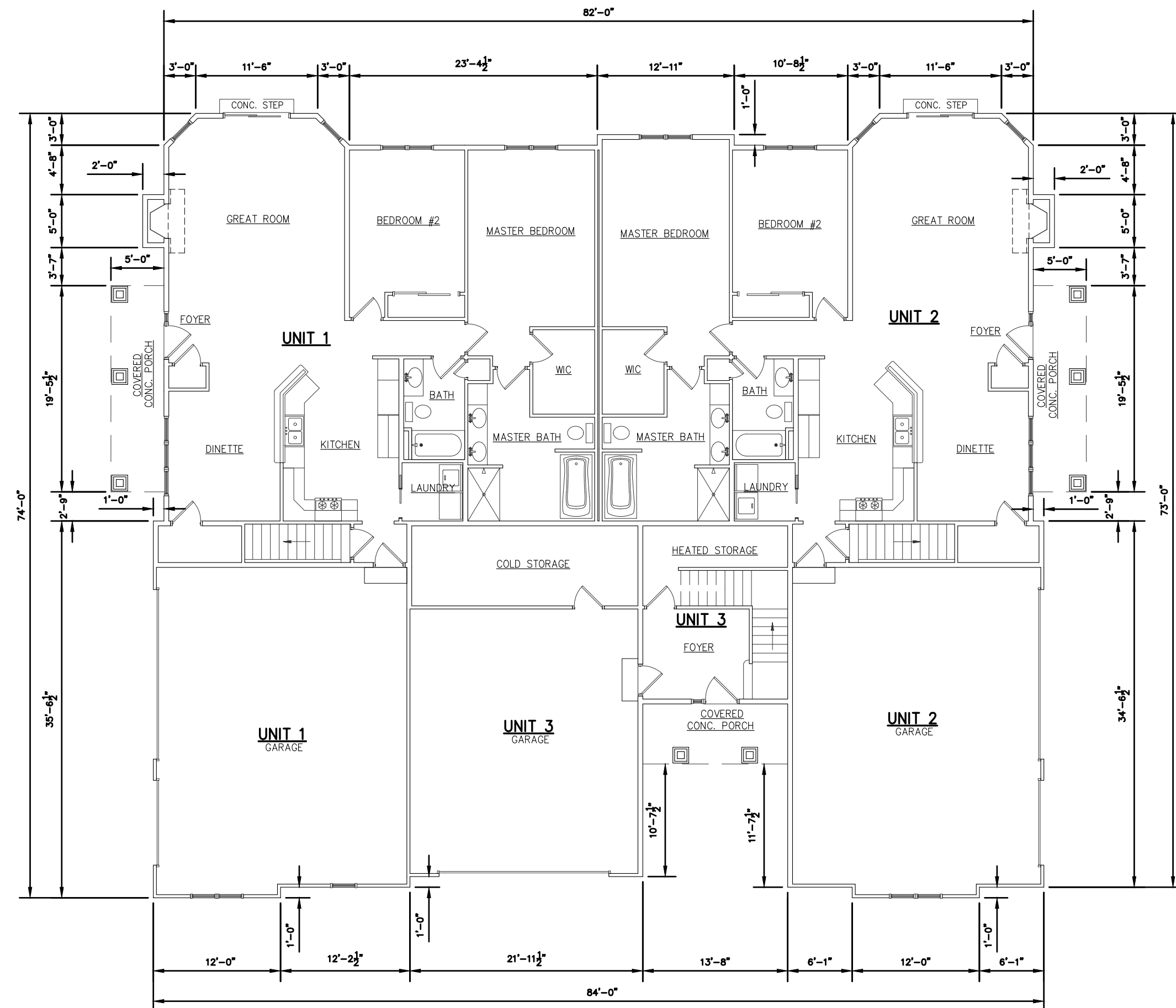
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UNIT 1:
BASEMENT — 1,527 sq. ft.
FIRST FLOOR — 1,617 sq. ft.
GARAGE — 714 sq.ft.

UNIT 2:
BASEMENT — 1,540 sq. ft.
FIRST FLOOR — 1,629 sq. ft.
GARAGE — 709 sq. ft.

UNIT 3:
FIRST FLOOR — 244 sq. ft.
SECOND FLOOR — 2,520 sq. ft.
GARAGE — 714 sq. ft.



3-UNIT FIRST FLOOR PLAN
SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY __, 2019

SHEET 7 OF 13

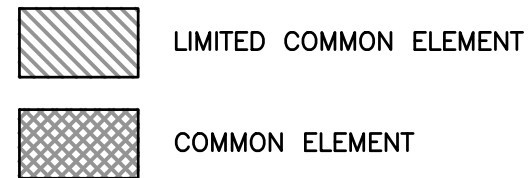
INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

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TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



SECOND FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

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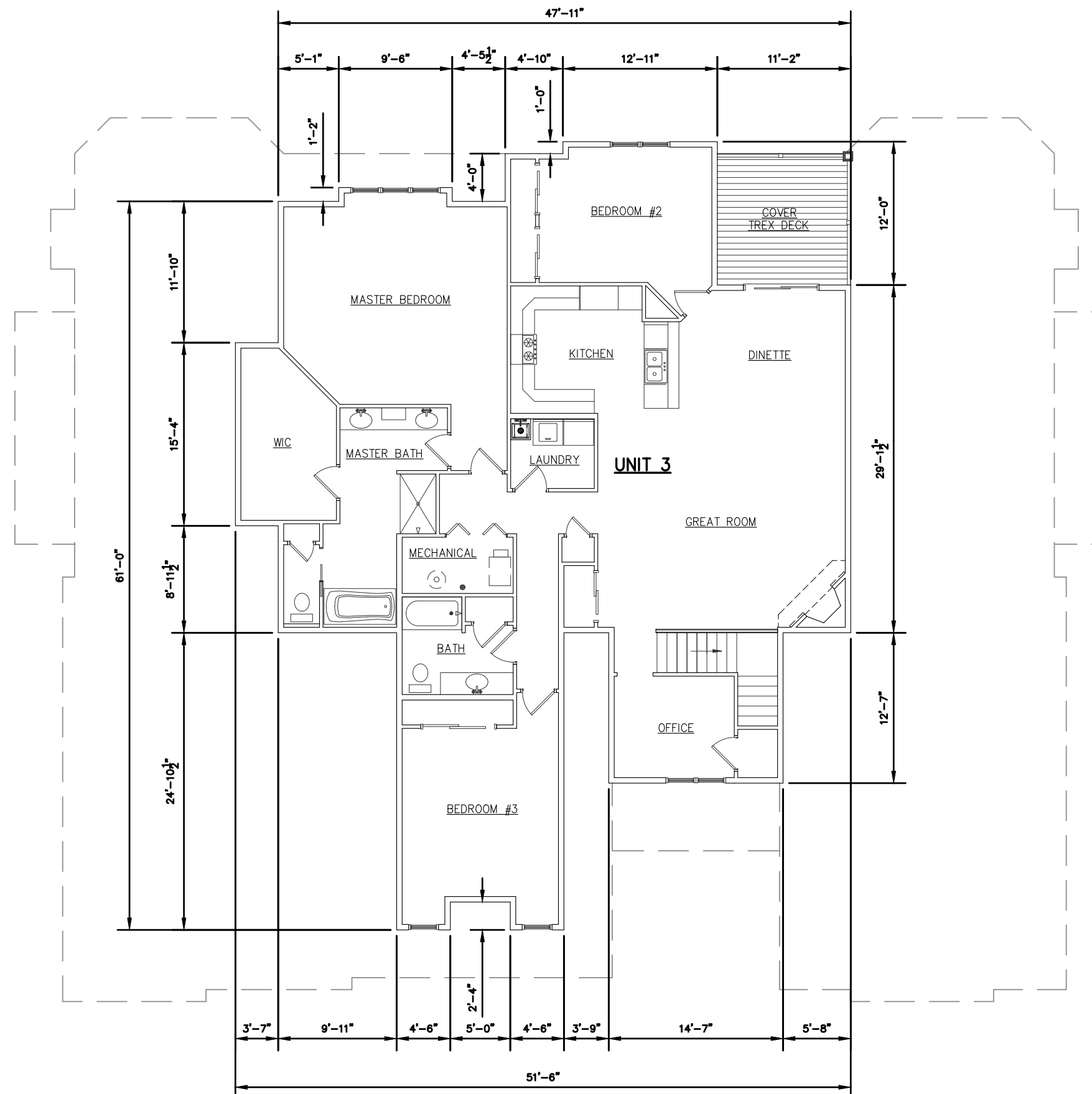
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS,
IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO
THE ADJACENT UNIT OR UNITS.

3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE
DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN.
THE FLOOR PLANS AND THE UNIT AREAS DO NOT
REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT — 1,527 sq. ft.
FIRST FLOOR — 1,617 sq. ft.
GARAGE — 714 sq.ft.

UNIT 2:
BASEMENT — 1,540 sq. ft.
FIRST FLOOR — 1,629 sq. ft.
GARAGE — 709 sq. ft.

UNIT 3:
FIRST FLOOR — 244 sq. ft.
SECOND FLOOR — 2,520 sq. ft.
GARAGE — 714 sq. ft.



3-UNIT SECOND FLOOR PLAN

SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY __, 2019

SHEET 8 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27,
TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street (A) on this Condominium Plat (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the previous land owner with additional easements granted by Harpe Development, LLC (referred to as the “Developer”) to the Village of Pleasant Prairie, its successors and assigns (the “Village”) by Certified Survey Map No. _____ (CSM) for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way 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, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of _____ (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on said CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-ways; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots 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 any of the Lots, 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 improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lanes, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be constructed by the Developer and inspected by, dedicated to and accepted by the Village.

2. A perpetual nonexclusive easement coextensive with the cul-de-sac area shown as a Dedicated Private Street, Access and Maintenance Easement (B) on said CSM as 66th Court is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the construction, installation, repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage 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 easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the Private Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations 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 easement interest in the Private Street Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots 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, snowplowing, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, private storm water and drainage system improvements, mailboxes, sidewalks, street trees, private

planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements and public water system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 12' or 15' Utility, Access and Maintenance Easement (C) areas on said CSM were dedicated, given, granted and conveyed by the Developer (the “Grantor”) to WE Energies, AT&T, Spectrum and Time Warner Cable Inc. and their respective successors and assigns (collectively, the “Utility and Communications Grantees”) by said CSM for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (or portions thereof) shown on said CSM and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communication 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 within the utility easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communication Grantees, unless a separate agreement is entered into between the Grantor and the Grantees that transfers the responsibilities to the Utility and Communication Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements 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.

4. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement (D) areas on said CSM were dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for storm water management and drainage purposes, private drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the private Dedicated 10', 20', 25', 30', 32', & 35' 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 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 of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on said CSM.

5. A nonexclusive easement coextensive with the area shown as a Dedicated for Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement (E) to the Condominium Owner's Association on said CSM was dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage and retention basin easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space,

Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. 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.

The Developer shall be responsible for all costs associated with the construction and maintenance of all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on said CSM or as may be required by applicable Village Ordinances.

6. Easements coextensive with each area shown on said CSM as a Dedicated Monument Signage, Access and Maintenance (F) Easement is hereby dedicated, given, granted and conveyed by the Developer to the Village by said CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
7. The fee interest in the Common Areas shown on said CSM are hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by said CSM. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, tree protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on said CSM, hereby granted to the Village for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for tree protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements

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DATE: JULY __, 2019

SHEET 9 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27,
TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't.)

8. An easement coextensive with a permanent Dedicated Public 30' Water Main and Sanitary Sewer Main, Access and Maintenance Easement (G) shown on said CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village by said CSM for water and sanitary sewer system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. This public water main and sanitary sewer main easement shall be exclusive, except for: (1) the Developer's temporary easement for the construction, installation, repair, alteration, replacement and maintenance activities for the public water and sanitary sewer system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on said CSM with respect to the same area or any portion thereof; (3) such use, planting, care, and driveway maintenance of the easement area by the Condominium Association on which the easement is located as will not interfere with the public water main and sanitary sewer system improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this water main and sanitary sewer main easement and the rights of the Developer or of Condominium Association with respect to the Dedicated Public 30' Water Main and Sanitary Sewer Main, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior.
9. Nonexclusive easements coextensive with the Dedicated 35' Landscaping, Access and Maintenance Easement (H) areas shown said CSM were dedicated, given, granted and conveyed by the Developer to the Village by said CSM for grading, berming, landscaping and planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.
10. Nonexclusive easements coextensive within each area shown as Dedicated Tree Protection and Preservation, Access and Maintenance Easement (I) areas on said CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village by said CSM for tree protection, maintenance, and replanting purposes and uses and for related ingress and egress.
11. Nonexclusive easements coextensive with Dedicated 20'x20', 50'x20', and 150'x100' Vision Triangle Easement (J) areas shown on said CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village by said CSM to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, or shelters that are permitted within the vision triangle easement between the heights of two feet and ten feet unless approved by the Village or Wisconsin Department of Transportation as it applies to State Trunk Highway 165. This restriction is for the benefit of the public and shall be enforceable by the Village.
12. Easements coextensive with the areas shown as Dedicated Public Streets on said CSM were dedicated, given, granted and conveyed by the Village to the Developer by said CSM for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, 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 and maintenance of the easement area by the Condominium Units within Lots 1, 2, 3, and 4 shown on said CSM or other future roadway, street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.
13. Temporary easements coextensive with the areas shown as Dedicated Temporary 10' Street Access, Snow Storage, Road Removal and Maintenance Easements (K) around the circumference of the 65th Avenue and 105th Street cul-de-sacs on said CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the snow storage, the repair, alteration, replacement, maintenance and removal of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping, and for all related ingress and egress. Such easements are subject to the following: (1) a temporary nonexclusive easement coextensive within the easement area, hereby retained by the Developer for the snow storage and construction, installation, repair, replacement and maintenance of such street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage 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 (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, Inc. or Owners of the Lots shown on said CSM which are adjacent to the street for the required snow storage, repair, alteration, replacement, planting and maintenance of street improvements, uses and purposes, including, without limitation: pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations 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 easement interest in the Temporary 10' Street Access, Snow Storage, Road Removal and Maintenance Easements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

14. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement (L) areas on said CSM were dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for grading, berming, landscaping, planting, storm water management, and drainage purposes, private drainage ways, and for all related ingress and egress, construction, installation, repair, alteration, replacement, landscaping, and maintenance activities. These landscaping and storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the private Dedicated 25' or 35' Landscaping, 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 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 of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on said CSM.
15. Nonexclusive easements coextensive with the Dedicated Street Tree, Access and Maintenance Easement (M) areas shown said CSM were dedicated, given, granted and conveyed by the Developer to the Village by said CSM for tree planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.
16. A perpetual nonexclusive easement coextensive with the sidewalk area shown as a Dedicated Public Sidewalk, Access and Maintenance Easement (N) on said CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, sidewalks, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the public sidewalk, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public sidewalk improvements, uses and purposes, including, without limitation, sidewalks, landscaping, and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on said CSM which are adjacent to the public sidewalk for the required repair, alteration, replacement, planting and maintenance of public sidewalk improvements, uses and purposes, including, without limitation: sidewalks, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks (all subject to the rights but not the obligations 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 easement interest in the Public Sidewalk Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots 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, snowplowing, and maintenance of the Public Sidewalk Improvements and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements and public water system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

17. A perpetual nonexclusive easement coextensive with the cul-de-sac area shown as a Dedicated Temporary Public Street, Access and Maintenance Easement (O) on said CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns 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, street lights, sanitary sewerage 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 easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the temporary Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage 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 (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on said CSM which are adjacent to the Temporary Public Street for the required repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation: pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations 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 easement interest in the Private Street Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots 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, snowplowing, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, private storm water and drainage system improvements, mailboxes, sidewalks, street trees, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements and public water system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY __, 2019

SHEET 10 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. Harpe Development, LLC (together with its successors, assigns and successors-in-title of the property referred to as the “Developer”) hereby covenants that the Green Bay Trail Condominium Owners Association, Inc. (the “Condominium Association”) shall have the obligation of maintaining the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area located on said CSM in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, removing of sediment and re-grading the retention basin to the original design depth and volume of water storage, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage and retention basin easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water Drainage, Retention Basin, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, retention basin, maintenance activities, the Owner, which may be the Developer or 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 its rights granted to it in the dedication statements on said CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement areas on said CSM that were dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for storm water management and drainage purposes, private drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the private Dedicated 10', 20', 25', 30', 32', & 35' 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 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 of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on said CSM.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, swale maintenance or landscaping restoration, or maintenance activities, the Owner, which may be the Developer or 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 its rights granted to it in the dedications statements on said 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 hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any Common Area maintenance activities, the owner which may be the Developer or 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 its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

4. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Tree Protection and Preservation Easement areas shown on said CSM. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Tree Protection and Preservation Maintenance obligations upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By-Laws and Condominium Declaration for a penalty for cutting or damaging the trees, if any.

To the extent that the Village performs any Tree Protection or Preservation maintenance activities, the owner which may be the Developer or 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 its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the sidewalks, street trees and grassy areas planted in the Dedicated Public Street along 105th Street and 65th Avenue within this Condominium Development and 104th Street and Old Green Bay Road located outside of but adjoining this Condominium Development. Such maintenance shall include, without limitation and as needed: watering, pruning, trimming, cutting, re-staking, placing mulch around the street trees and weeding to prevent nuisance conditions; the mowing and watering in the grassy terrace areas of the street yard area located between the street pavement and the right-of-way line and the ice removal and snowplowing of the public sidewalks. No driveways, fences, signage or structures shall be erected which damages the street trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right-of-way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such sidewalk snow removal or maintenance, street tree or street yard maintenance activities, the Lot Owners, which may be the Developer or 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 its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

6. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the lot owners, which may be the Developer or 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 its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

7. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement, the Dedicated 10' Street Tree, Access and

Maintenance Easement, and the Dedicated 35' Landscaping, Access and Maintenance Easement areas located on said CSM in a functional, neat and nuisance free condition for landscaping/screening purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water Drainage, Access and Maintenance Easement, the Dedicated 10' Street Tree, Access and Maintenance Easement, and the Dedicated 35' Landscaping, Access and Maintenance Easement areas obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping or storm water drainage, or street tree maintenance activities, the Owner, which may be the Developer or 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 66.027 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

8. The Developer covenants that the 30' Dedicated Public Water Main and Sanitary Sewer Main, Access and Maintenance Easement shown in 66th Court on said CSM hereby places a restrictions because of the location of this water main and sanitary sewer main easement which was given, granted and conveyed by the Developer to the Village for public water and public sanitary sewer purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of private roadway, private driveways, or landscaping within the water main and sanitary sewer main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and sanitary sewer main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private roadway, private driveways, or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY __, 2019

SHEET 11 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL
A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27,
TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS (con't)

9. The Developer covenants that the 20' x 20', 50' x 20' and 150' x 100' Vision Triangle Easement areas shown on said CSM places restriction on said area in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2' and 10' unless approved by the Village and/or the Department of Transportation (WI DOT) as it applies to State Trunk Highway 165. This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.
10. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated Monument Signage, Access and Maintenance Easement areas on said CSM that were dedicated, given, granted and conveyed by the Developer to the Village on said CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to monument signage improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the lot owners, which may be the Developer or 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 its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.



DATE: JULY __, 2019

SHEET 12 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER’S CERTIFICATE

HARPE DEVELOPMENT, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE ABOVE LAND, TO BE SURVEYED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE.

HARPE DEVELOPMENT, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 703 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL, OR OBJECTION.

1. VILLAGE OF PLEASANT PRAIRIE

IN WITNESS WHEREOF, THE SAID HARPE DEVELOPMENT, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, ON THIS _____ DAY OF _____ 2019.

DUSTIN R. HARPE Date
MEMBER

CORY HARPE Date
MEMBER

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019. DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGERS OF SAID COMPANY.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

CONSENT OF CORPORATE MORTGAGEE CERTIFICATE

COMMUNITY STATE BANK, UNION GROVE, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF HARPE DEVELOPMENT, LLC.

IN WITNESS HEREOF, THE SAID COMMUNITY STATE BANK, UNION GROVE HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ 2019.

(signature)
(print name)
(title)

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019. _____ ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH _____.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE BOARD CERTIFICATE

WE HEREBY CERTIFY THAT THE CONDOMINIUM PLAT OF GREEN BAY TRAIL, IN THE VILLAGE OF PLEASANT PRAIRIE, SUBMITTED FOR APPROVAL BY HARPE DEVELOPMENT, LLC, DEVELOPER OF SAID LANDS, WAS APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS _____ DAY OF _____ 2019, BY RESOLUTION NO. _____, AND THAT ANY AND ALL CONDITIONS OF SUCH APPROVAL HAVE BEEN SATISFIED.

BY: _____
JOHN P. STEINBRINK
VILLAGE PRESIDENT

ATTESTED TO BY: _____
JANE C. SNELL
VILLAGE CLERK

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019. JOHN P. STEINBRINK AND JANE C. SNELL ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH _____.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE TREASURER’S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, KATHLEEN M. GOESSL, BEING THE DULY QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM PLAT OF GREEN BAY TRAIL.

BY: _____
KATHLEEN M. GOESSL
VILLAGE TREASURER

COUNTY TREASURER’S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, TERI A. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF KENOSHA COUNTY, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM PLAT OF GREEN BAY TRAIL.

BY: _____
TERI A. JACOBSON
COUNTY TREASURER

BOUNDARY DESCRIPTION

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR’S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, RIZAL W. ISKANDARSJACH, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS PLAT IS A CORRECT REPRESENTATION OF GREEN BAY TRAIL AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

THAT I FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCES OF THE VILLAGE OF PLEASANT PRAIRIE IN SURVEYING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____ 2019.

BY: _____
RIZAL W. ISKANDARSJACH, PLS S-2738

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JULY ___, 2019

SHEET 13 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

ORDINANCE # 19-22

**ORDINANCE TO REPEAL THE VINTAGE PARC CONDOMINIUMS PLANNED UNIT
DEVELOPMENT: ORD. NO. 07-12, ADOPTED ON April 16, 2007
PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE AND RECREATE
THE GREEN BAY TRAIL CONDOMINIUM PLANNED UNIT DEVELOPMENT
IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 420 Attachment 3 Appendix C Specific Development Plan 22 be repealed and recreated to read as follows:

Green Bay Trail Condominium Planned Unit Development

- a. It is the intent that the Green Bay Trail Condominium development, on the property as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan and the Village adopted Lakewood Neighborhood Plan; would not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, landscaping, grading and drainage and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability and will not adversely affect the property values of the surrounding neighborhood.
- b. Legal Description: The properties are collectively known as buildings 1 through 20 and the associated common area within the Green Bay Trail Condominium as recorded at the Kenosha County Register of Deeds Office and located in U.S. Public Land Survey Section 27, Township 1 North, Range 22 East in the Village of Pleasant Prairie is hereinafter referred to as the "DEVELOPMENT"..
- c. Requirements within the DEVELOPMENT:
 - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations except as expressly modified in subsection (d) below.
 - (ii) The DEVELOPMENT shall be in compliance with the *Condominium Declaration of Conditions, Covenants, Restrictions and Easement for Green Bay Trail Condominium*, as may be amended from time to time, as recorded at the Kenosha County Register of Deeds Office.
 - (iii) All public and private improvements for this DEVELOPMENT shall be installed and constructed by the Developer pursuant to the Development Agreement and associated exhibits entered into between the Village and Harpe Development, LLC as approved by the Village Board on July 15, 2019 on file with the Village.
 - (iv) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership.
 - (v) The DEVELOPMENT, including but not limited to, the buildings, landscaping, stormwater drainage and basin, street trees, private site landscaping, sidewalks, exterior site lighting, monument sign etc., and the DEVELOPMENT as a whole, shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis on the exterior of the buildings and the common site areas within the DEVELOPMENT.
 - (vi) All buildings and site modifications (including general building and commons area site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.

Green Bay Trail Condominium
Planned Unit Development

- (vii) All buildings/structures and all exterior additions, remodeling or alterations to any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified residential development, including signage, lighting, sidewalks, street trees and site landscaping, etc. as approved by the Village.
 - (viii) The Developer shall provide and maintain a fountain in the retention basin within the DEVELOPMENT.
 - (ix) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations if not removed in a timely manner.
 - (x) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
 - (xi) No further land divisions shall be allowed within the DEVELOPMENT unless approved by the Village.
 - (xii) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership.
- d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:
- (i) Section 420-115 related to the R-10 Multiple-Family Residential District regulations is amended to read as follows:
 - A. Purpose and characteristics. The DEVELOPMENT is intended to provide for a multi-family residential development, at densities not exceeding 4.3 dwelling units per net acre, served by public sanitary sewer, water and storm sewer facilities.
 - B. Permitted uses.
 - (1) 14-2 unit buildings which include a private garage attached to each unit and 6-3 unit buildings, which includes a private garage attached to each unit.
 - (2) Home occupations per Article VII of Chapter 420 of the Village Municipal Code.
 - (3) Driveways per § 420-47 of the Village Zoning Ordinance, except as provided in this PUD.
 - (4) Decks and porches are allowed and shall meet the setbacks in this PUD.
 - (5) Hot tubs per Article XII of Chapter 420 the Village Zoning Ordinance.
 - (6) Residential communication structures per § 420-90 of the Village Zoning Ordinance.
 - (6) Signs per Article X of Chapter 420 of the Village Municipal Code.

- (7) Essential services, which may be constructed on the lot prior to construction of the permitted principal structure.

[Note: Fences, swimming pools and detached accessory buildings that are not listed above are not allowed within the DEVELOPMENT.]

- C. Conditional uses. Conditional uses are those uses that require a special review and approval process because of their potential impact upon adjacent properties (see Article XVIII).
 - (1) Model units and related temporary real estate sales office or marketing center located within the model units or as a separate structure.
 - (2) Common recreational facilities accessory to the DEVELOPMENT which are planned and developed as a coordinated whole and are unified by covenants running with the land and not open to the general public, such as but not limited to in-ground swimming pools, hot tubs, sport courts, clubhouses, recreational trails, walking trails and tot lots located within the common areas of the development, provided that they are compatible with the surrounding neighborhood and serve the needs of the residents.
 - (3) Guard houses and gate houses.
- D. Unclassified uses. It is recognized that it is neither possible nor practical to list all of the permitted accessory uses and structures that are compatible with those listed above in Subsection B, and therefore it is intended that said list of accessory uses and structures be only illustrative. Any individual aggrieved by a failure to list a permitted accessory use or structure in said subsection shall have the right to file a petition with the Village Zoning Administrator for determination. The Village Zoning Administrator, in making the determination, shall find that an accessory use or structure is subordinate to the permitted principal use of a structure, land or water, is located on the same lot or parcel and serves a purpose customarily incidental to the permitted principal use in said district.
- E. Lot area and width.
 - (1) Lots shall have a minimum area of 65,340 square feet (1.5 acres).
 - (2) All lots shall have a minimum frontage of 200 feet in width unless located on a cul-de-sac or curve, in which case the lot frontage may be reduced to 100 feet of frontage, provided that there is at least 200 feet of width at the required building setback line.
- F. Design standards.
 - (1) The DEVELOPMENT shall be constructed pursuant to the Residential Development Plans as approved by the Village Board on July 15, 2019 and pursuant to the Final Development Agreement as approved by the Village Board on

July 15, 2019. Any alterations shall require approval of the Village Board by an amendment of this ordinance. Minor modifications may be approved in writing by the Zoning Administrator.

- (2) No building or parts of a building shall exceed 35 feet in height and the main roof of the dwelling shall have a minimum roof pitch of 6:12.
- (3) The minimum floor area of each unit (excluding garages, decks and porches) shall be 1,400 square feet. In addition, each building shall include basements.
- (4) One overhead garage door per two unit building is allowed to face a public street and two overhead garage doors per three unit building is allowed to face a public street
- (5) A minimum of 50% of the DEVELOPMENT shall remain as open space and the units shall have landscaping around the foundation perimeter of the buildings as shown on the approved Landscape Plans.

G. Setbacks for buildings including attached decks and porches:

- (1) Street setbacks: 60 feet setback from STH 165 right-of-way; 50 feet setback from Old Green Bay Road right of way; 25 feet setback from 105th Street and 65th Avenue rights-of-way; and 20 feet setback from the back of curb to 66th Court, a private cul-de-sac.
- (2) Side and rear setbacks: 35 feet minimum from the exterior boundaries of the DEVELOPMENT not abutting a public right-of-way.
- (3) Wetland setback: 25 feet minimum from any wetlands.
- (4) Between buildings: 20 feet minimum.

H. Authorized sanitary sewer system. See § 420-32 of this chapter.

I. Authorized water supply system. See § 420-33 of this chapter.

(ii) Section 420-47 A related to driveway spacing is amended to read as follows:

A. Driveway spacing in relation to intersections.

- (1) Spacing between driveways and intersections of STH 165 or Old Green Bay Road. No direct driveway access shall be permitted within 120 feet, as measured from the center line of the roadway to the center line of the driveway.
- (2) Spacing between driveways and intersections of 65th Avenue and 105th Street roadways. No direct driveway access shall be permitted within 80 feet, as measured from the center line of the roadway to the center line of the driveway.
- (3) Spacing between driveways and intersections of 66th Court and 65th Avenue. No direct driveway access shall be

permitted within 65 feet, as measured from the center line of the 66th Court to the center line of the driveway.

(iii) Section 420-47 D related to driveway width is amended to read as follows:

D. The minimum width of a driveway shall be 12 feet, and the driveway shall not exceed 24 feet in width at the property line.

e. Amendments

(i) The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village Zoning Ordinance.

(ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this 15th day of July, 2019.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane C. Snell
Village Clerk

Posted: _____

22-Green Bay Trail PUD
CODE1904-001

DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF PLEASANT PRAIRIE
AND
HARPE DEVELOPMENT, LLC
REGARDING
GREEN BAY TRAIL CONDOMINIUM

Rev. July 10, 2019

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VILLAGE OF PLEASANT PRAIRIE

AND

HARPE DEVELOPMENT, LLC

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GREEN BAY TRAIL CONDOMINIUM

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EXHIBIT B	Final Condominium Plat
EXHIBIT C	Engineering Plan Approval Letters and Permits, Approved Construction Plans, Profiles and Specifications, Wisconsin DOT approvals, Village Work in the Rights-of-Way Permit, and Erosion Control Plan and Permit
EXHIBIT D	Landscaping Plan, Signed Contractor's Proposal (Village approved contractor), Performance and Payment Bond and Certificate of Insurance
EXHIBIT E	Signed We Energies Electrical Distribution Plan
EXHIBIT F	Street Sign Plan
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EXHIBIT L-2	Bylaws – Green Bay Trail Condominium Association, Inc.
EXHIBIT M	Construction Field Staking, Inspection and Administration Cost Estimate
EXHIBIT N	Organizational and Related Documents for Harpe Development, LLC Ownership
EXHIBIT O	Memorandum of Development Agreement

DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE
AND
HARPE DEVELOPMENT, LLC
REGARDING THE
GREEN BAY TRAIL CONDOMINIUM

This Development Agreement (hereinafter referred to as this "Agreement") is entered into by and between Harpe Development, LLC, a Wisconsin corporation, with a business address c/o Dustin Harpe located at 8501 75th Street, Suite H, Kenosha, WI 53142 (the "Developer") and the Village of Pleasant Prairie, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (the "Village") regarding the development of the Green Bay Trail Condominium, (hereinafter referred to as the "Development") as of the ____ day of _____, 2019.

Witnesseth:

WHEREAS, the Developer owns and intends to develop the real property legally described as follows:

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN (the "Property"); and

WHEREAS, the Developer has submitted a Certified Survey Map (CSM) (**Exhibit A**) for the Green Bay Trail Condominium Development ("the Development"), which was approved by the Village Plan Commission on April 29, 2019 and the Village Board of Trustees (the "Village Board") on July 15, 2019, which creates four (4) lots for the Development, dedicates public right-of-way and other easements and sets forth restrictions on the Property; and

WHEREAS, the Developer has submitted a Preliminary Condominium Plat for the Green Bay Trail Condominium Development, which was conditionally approved by the Village Plan Commission on February 25, 2019 and the Village Board on March 11, 2019; and

WHEREAS, the Developer has submitted a Final Condominium Plat for the Green Bay Trail Condominium for the Village's review, which was conditionally approved by the Village Plan Commission on April 29, 2019 and the Village Board on July 15, 2019 to serve as an Exhibit to this Agreement. (**EXHIBIT B**); and

WHEREAS, the Developer has prepared the CSM, Engineering Plans, Profiles and Specifications for required public and private improvements, and other related documents required for the Village's approval for the Final Condominium Plat; and

WHEREAS, the Developer purchased the previously platted Development with the intention of vacating the previous condominium plat, finishing the public and private improvements and developing the property in accordance with this Agreement; and

WHEREAS, the Developer desires to proceed with the 46-unit Green Bay Trail Condominium Development incrementally over the next 1-3 years based upon market conditions, by sequencing the completion of the public and private improvements as identified herein; and

WHEREAS, the Property is presently zoned R-10, Urban Multi-Family Residential District with a PUD, Planned Unit Development Overlay District adopted by the Village Board

on July 15, 2019, which zoning classification allows for the development of multiple condominium units under certain specified conditions; and

WHEREAS, one of the purposes of this Agreement is to avoid the harmful effects of premature land development, which leaves land undeveloped and unproductive while at the same time making possible the sale of condominium units which cannot be developed under the Village Ordinances unless and until the required public and private improvements provided for in this Agreement are constructed; and

WHEREAS, subsection 236.13(2)(a) of the Wisconsin Statutes provides that, as a condition of approving a Final CSM and Final Condominium Plat, the Village will require the Developer to make and install or to have made and installed any required private and public improvements that are reasonably necessary; and

WHEREAS, the Village's budget and public works schedule do not include the installation of improvements that are reasonably necessary and required for the proposed development of the property, and there would be a substantial delay in the construction and installation of such improvements but for this Agreement; and

WHEREAS, subsection 236.13(2)(b) of the Wisconsin Statutes provides that, as a condition for approving the Development, the Village will require that designated private and public improvements and facilities be constructed according to Village specifications and under Village inspection, without cost to the Village; and

WHEREAS, subsection 236.45(2) of the Wisconsin Statutes empowers the Village to adopt ordinances governing the development of land that are more restrictive than the provisions of Chapter 236 of the Wisconsin Statutes, and the Village has done so; and

WHEREAS, the proposed Development would impose substantial burdens upon the Village, but for this Agreement, which can appropriately be mitigated by this Agreement; and

WHEREAS, with the purchase of the former Vintage Parc Property (from the previous Vintage Parc owner) by Harpe Development LLC in the fall of 2019, the Village Board on November 19, 2018, approved an Assignment of the existing 2007 Development Agreement to Harpe Development LLC, the new developer. Harpe Development, LLC agreed to assume all obligations under the previous Development Agreement, including being financially responsible for the completion of the Required Public and Private Improvements in the Development; and

WHEREAS, under the prior Landowner, infrastructure construction began and many of the Required Private and Public Improvements were installed including the mass grading and installation of the retention basin, underground utilities (sanitary sewer, water, storm sewer, electrical distribution system), street lights, street signs, and binder course of the roadway pavement and curb and gutter. However, due to the downturn in the economy all of the Required Public Street Improvements were not completed and no condominium buildings were built; and

WHEREAS, as a condition of the Assignment of the Development Agreement to Harpe Development, LLC, the Developer has provided the Village with the required financial security (Letter of Credit), based on a 2018 Village Engineer's cost estimate identifying the currently known outstanding construction-related costs and repairs for the Required Public Street Improvements. The Village Board also required that this new Development Agreement, along with the related Exhibits including additional financial security to be provided to the Village as a Replacement Letter of Credit or Supplemental Letter of Credit based upon the new final engineering plans, roadway repairs, sidewalk requirements, utility modifications and other related construction costs for the new condominium development.

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Village hereby agree as follows:

1. Required Public and Private Improvements to be Provided, Installed and Constructed by the Developer;

1.1 General Provisions relating to Required Public and Private Improvements shall be installed in accordance with the Village's Ordinances except as is otherwise specifically provided in this Agreement. The public and private improvements described below (hereinafter collectively referred to as the "Required Public and Private Improvements") shall be designed, provided, installed, constructed and completed by the Developer, at the Developer's cost and to the Village's satisfaction, in accordance with the provisions of this Agreement. The Required Public and Private Improvements shall be constructed as set forth below:

1.1.1 The 65th Avenue and 105th Street Required Street Required Public Street Improvements and Required Public Sanitary Sewer, Water and Storm Sewer underground public utilities were installed by the previous Landowner. As such, the Developer has requested and the Village Board will allow early start building permits for following condominium buildings – buildings 1, 2, 4, 5, 8 and 20 to be issued by the Village. The Required Public and Private Improvements, which shall be commenced by the Developer as soon as is practicable after the Effective Date of this Agreement which serve buildings 1, 2, 4, 5, 8, and 20 are listed below. These improvements along with the required Village inspections shall be completed prior to the Developer requesting Village verbal to occupy inspections for condominium buildings 1, 2, 4, 5, 8 and 20 or no later than twelve (12) months after the Effective Date of this Agreement, whichever occurs first:

- The completion of the Required Public and Private Storm Sewer and Drainage System Improvements for the Storm Water Drainage, and required Grading/re-grading improvements for the entire Development (as defined in Paragraphs 1.2 and 1.7. hereof); and
- The installation and verification of the Survey Monuments for the entire Development (defined in Paragraph 1.12 hereof); and
- The installation and completion of the Required Public Landscaping Improvements (defined in Paragraph 1.8 hereof) as it pertains to the specific condominium buildings 1, 2, 4, 5, 8 and 20; and
- The installation and completion of the Required Private Utilities (defined in Paragraph 1.9 hereof) as it pertains to the specific condominium buildings 1, 2, 4, 5, 8 and 20; and
- The installation and completion of the Required Public Sidewalks (defined in Paragraph 1.12 hereof) as it pertains to the specific condominium buildings 1, 2, 4, 5, 8 and 20.

1.1.2 The 66th Court Public and Private Improvements listed below shall be constructed, completed and inspected prior to the Village issuing building permits for following condominium buildings – buildings 13, 14, 15, 16 and 17. The Required Public and Private Improvements listed below, which serve buildings 13, 14, 15, 16 and 17, shall be commenced by the Developer as soon as is practicable after the Effective Date of this Agreement:

- The installation and completion of the Required Private Re-Grading Improvements for the Storm Water Drainage, Retention Basin and Grading for the entire Development (as defined in Paragraph 1.7. hereof); and
- The installation and completion of the Required Public Sanitary Sewer Improvements (defined in Paragraph 1.5 hereof); and
- The installation and completion of the Required Public Water Improvements (defined in Paragraph 1.6 hereof); and
- The installation and verification of the Survey Monuments for the entire Development (defined in Paragraph 1.12 hereof); and
- The installation and completion of the Required Private Utilities (defined in Paragraph 1.9 hereof) as it pertains to the specific condominium buildings.

1.1.3 The Developer shall commence, at the Developer's expense all of the reconstruction work within the 105th Street and 65th Avenue Required Public Streets after Village notification that 75 percent of the condominium units are completed in the Development. All site investigations, inspections, repairs and reconstruction of the existing Public and Private Required Improvements shall be made at the Developer's expense in accordance with subject to Chapter 405 of the Village Municipal Code and the following:

- The Village will perform an inspection of all site public infrastructure and provide an initial punch list of items that needs to be addressed or corrected by the Developer.
- Prior to final paving, the Developer shall clean all sanitary sewers and manholes, storm sewers and inlets/catch basin prior to final televising and make all repairs and corrections to the systems. The Village, at the Developer's cost, shall televise all sewers. All defects identified by the televising inspection shall be corrected and any dirt, gravel or foreign material removed from the sewers prior to acceptance by the Village.
- Prior to final paving, all water valves shall be adjusted to final grade and checked by the Village. The Developer shall correct any defects or non-aligned valve boxes, prior to final paving of the roadway.

- Prior to final paving, sanitary and storm manholes and catch basins shall be adjusted by the Developer to final grade and chimney seals shall be installed per approved plan details.
- The sanitary sewer main, water main and storm sewers shall be final inspected by the Village prior to final acceptance.
- The Village shall inspect all the curb and gutter and identify all areas that are damaged and shall be replaced. All damaged curb and gutter sections shall be removed and replaced to the nearest joint by the Developer, prior to final paving. All weeds/vegetation along the curb flange shall be killed and removed.
- Prior to replacing the roadway pavement, the base course shall be milled and removed and the new asphalt binder and surface course shall be installed.
- The Village shall inspect all roadway improvements in accordance with Chapter 405.

1.2 Required Grading/Re-Grading Improvements.

1.2.1 The Developer shall design, locate, provide, contract and complete all required re-grading improvements in the Development depicted and described in the Construction Plans (**Exhibit C**) (hereinafter collectively referred to as the "Required Re-Grading Improvements") in a working like manner and in accordance with the construction plans, the Final CSM, the Final Plat of Condominium (**Exhibit B**) and the applicable provisions of the Village's Land Division Ordinance and the Design Standards and Construction Specifications Ordinance.

1.2.2 Except as is otherwise specifically provided in this Agreement, all required public and private grading and re-grading, drainage and above-ground storm water management improvements required for the Development (the "Required Grading Improvements") shall be designed, provided, installed, constructed and completed by the Developer, at the Developer's cost and to the Village's satisfaction, in accordance with the provisions of this Agreement.

1.2.3 The Developer shall provide copies of a field verified survey and grading record drawing or as-built grading plan of the graded property to the Village showing contours and spot elevations and datum of elevations for the Property (the "As-Built Grading Survey") for review and approval in order to verify that the Property site, and the retention basin has been re-graded in accordance with the approved Grading and Drainage Plans as provided in the Construction Plans for the Development. Said Grading Survey shall identify the proposed and existing graded elevations for all property corners, building pad areas, finished grades and high point elevations, elevations for all topographic contours within the lots, drainage swale locations, storm water drainage easements, basin and utility easement areas. All areas shall be

final graded (final elevation with topsoil) except immediate building pad areas, which may be left at rough grade.

Final elevations shall be within **0.15** feet of design grades as identified on the Village approved Grading Plans, unless otherwise approved by the Village. Rough grade shall be within **0.3 to 0.5 feet of design elevations** allowing for topsoil or lawn placement to final elevations.

The elevations within the Property and retention basin shall be re-graded to the tolerances above noted and within all drainage and utility easement areas prior to the installation of utilities and prior to the Village's acceptance of the Grading and Drainage Plan. The Grading Survey shall be completed by a Wisconsin Registered Land Surveyor and verified by the Developer's Engineer, and shall be submitted to the Village for review, verification and approval prior to the commencement of new installations of any Required Private Utilities and the acceptance of any of the Required Public and Private Improvements.

1.2.4 The Developer shall be responsible for complying with all of the requirements of the Erosion Control Plan, including but not limited to the following:

- (a) Installing one (1) row of silt fence at all storm sewer inlets and outlets, along all road right-of-ways, and around the retention basin and at other locations where erosion is likely to occur;
- (b) Full restoration (topsoil, seed, fertilizer, and mulch) within public rights-of-way, storm water swales, the retention basin area and lands that will not be disturbed during construction; and
- (c) Site stabilization (vegetation of some sort, such as winter rye, which will prevent erosion) of all disturbed land that is not subject to full restoration pursuant to clause (b) above.

1.3 Required Private 66th Court and Public 105th Street and 65th Avenue Street Improvements.

1.3.1 The Developer shall design, locate, grade, surface and otherwise provide, construct and install all required public and private street improvements in the Property, which are depicted and described in the Construction Plans and Specifications dated _____, 2019 (last revision date), prepared by JSD Professional Services, Inc. W238 N1610 Busse Road, Suite 100, Waukesha, WI 53186, (262) 513-0666, and approved by the Village (hereinafter collectively referred to as the "Construction Plans"), copies of which are provided with this Agreement as **Exhibit C** which is attached hereto and incorporated herein by reference (which street improvements in the Property are hereinafter collectively referred to as the "Required Public and Private Street Improvements"). The Required Public Street Improvements shall be completed in a workmanlike manner and in accordance with such Construction Plans, the Final CSM, the Final Plat of Condominium, applicable provisions of the Village's Land Division and Development Control Ordinance, Design Standards and Construction

Specifications Ordinance and Construction Site Maintenance and Erosion Control Ordinance.

1.3.2 The Developer shall complete the construction and installation of all required public underground public sanitary sewer and water utilities and Private Street Improvements in the Property in accordance with this Agreement and the applicable provisions of the Village's Land Division and Development Control Ordinance, Design Standards and Construction Specifications Ordinance and Construction Site Maintenance and Erosion Control Ordinance. The Developer shall adhere to Section 3.1 of Chapter 405 for the required inspections of the private improvements that will be transferred in ownership to the Condominium Association. The 66th Court improvements shall be completed in accordance with the following:

(a) The Required Private Street Improvements shall be installed, completed, constructed by the Developer, and inspected by a qualified engineer who shall then submit the acceptance documents for the private improvements to the Village.

(b) The Required Public Sanitary and Water Improvements shall be inspected by the Village and if acceptable by the Village inspectors, shall be conditionally approved by the Village pursuant to a Letter of Substantial Completion, and dedicated by the Developer and formally accepted by the Village Board.

(c) The Developer shall commence the installation of the gravel base course ("Base Course") on the private cul-de-sac street in the Property as soon as practicable but not before the Required Sub-Grade Public Improvements (hereinafter defined) have been installed by the Developer and been inspected, tested and approved by the Village. For purposes of this Agreement, "Required Sub-Grade Improvements" shall include all underground Required Public Sanitary Sewer System Requirements, underground Required Public Water System Improvements and underground Required Private Storm Sewer and Drainage System Improvements.

(d) The Developer shall be responsible for installing and maintaining the Required Private Curb and Gutter and the Binder and Surface Course of pavement. The Developer's maintenance responsibilities for the Binder Course and the Required Private Curbs and Gutters shall include, at a minimum, the resurfacing or replacement of areas of the streets or the replacement of Required Public and Private Curbs and Gutters damaged by building or infrastructure construction or utility vehicles.

1.3.3 The Developer shall complete the reconstruction and installation of all required Public Street Improvements in the Development in accordance with this Agreement and the applicable provisions of the Village's Land Division and Development Control Ordinance, Design Standards and Construction Specifications Ordinance and Construction Site Maintenance and Erosion Control Ordinance. The Developer shall adhere to Chapter 405 for the required inspections of the public improvements that will be transferred in ownership to the Village. The

105th Street and 65th Avenue public improvements shall be reconstructed and completed in accordance with the following: The Developer shall mill and resurface the public streets as soon as practicable but not until at least seventy-five percent (75%) of the condominium units have been constructed. Public road finalization described well in Section 1.1.3 re-reference section.

1.4 Required Public and Private Curb and Gutter.

The Developer shall provide, construction, and install all required concrete curb and gutter improvements in Private 66th Court and shall provide, replace, repair and reconstruct the concrete curb and gutter improvements in 105th Street and 65th Avenue public streets in the Development which are depicted and described on the Construction Plans or as may be field identified by the Village, copies of which are hereby provided with this Agreement as (**Exhibit C**) and are hereinafter collectively referred to as the "Required Public and Private Curb and Gutter", to be completed in a workmanlike manner and in accordance with such Construction Plans, the Final CSM (**Exhibit A**), the Final Plat of Condominium (**Exhibit B**), the applicable provisions of the Village's Land Division and Development Control Ordinance, Design Standards and Construction Specifications Ordinance and Construction Site Maintenance and Erosion Control Ordinance.

1.5 Required Public Sanitary Sewer System Improvements.

1.5.1 The Developer shall design, locate, provide, construct and install all required public sanitary sewer system improvements in the Development depicted and described in the Construction Plans (**Exhibit C**) (hereinafter collectively referred to as the "Required Public Sanitary Sewer System Improvements") in a workmanlike manner and in accordance with the Construction Plans, the final CSM (**Exhibit A**), the Final Plat of Condominium (**Exhibit B**), and the applicable provisions of the Village's Land Division and Development Control Ordinance, Design Standards and Construction Specifications Ordinance and Construction Site Maintenance and Erosion Control Ordinance.

1.5.2 The Developer shall complete construction of the Required Public Sanitary Sewer System Improvements before commencement of construction and installation, or the replacement of the Base Course in the Private or Public Streets.

1.5.3 The Village shall televise the Required Public Sanitary Sewer System Improvements and the Developer shall conduct such cleaning of the sanitary sewer mains which are part of the Required Public Sanitary Sewer System Improvements as necessary to facilitate such televising, at the Developer's cost, after the Base Course has been completed, proof-rolled and tested and at the time of the Village's final inspection at the time that the Developer's one-year warranty of such improvements is set to expire. The estimated cost of such cleaning and televising shall be included in the Letter of Credit. The Developer shall conduct such cleaning of the Required Public Sanitary Sewer

System Improvements as may be necessary to facilitate such televising, at the Developer's cost, after the Private Road's Base Course has been completed, proof-rolled and tested and at the time of the Village's final inspection at the time that the Developer's one-year warranty of such improvements is set to expire. Promptly after the Village's initial inspection, cleaning, televising, and acceptance of the Required Public Sanitary Sewer System Improvements, the Developer shall take such action as is necessary to connect and otherwise render such improvements usable.

1.6 Required Public Water System Improvements.

1.6.1 The Developer shall design, locate, provide, construct and install all required public water supply and distribution system improvements in the Property which are depicted and described in the Construction Plans (**Exhibit C**) (hereinafter collectively referred to as the "Required Public Water System Improvements"), in a workmanlike manner and in accordance with such Construction Plans, the final CSM (**Exhibit A**) the Final Plat of Condominium (**Exhibit B**), and the applicable provisions of the Village's Land Division and Development Control Ordinance, Design Standards and Construction Specifications Ordinance and Construction Site Maintenance and Erosion Control Ordinance.

1.6.2 The Developer shall complete construction of the Required Public Water System Improvements before commencement of construction and installation, or the replacement of the Base Course in the Private or Public Streets.

1.6.3 Upon the Village's inspection, water sampling, testing and conditional approval of the dedicated Required Public Water System Improvements pursuant to a Letter of Substantial Completion and the dedication of such improvements by the Developer and the Village's formal acceptance thereof by Resolution of the Village Board, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable.

1.7 Required Public and Private Storm Sewer and Drainage System Improvements.

1.7.1 The Developer shall design, locate, provide, construct, install and perform all required Phase 2 grading and the required storm sewer and drainage system improvements in the Development, on the private property and in the public right-of-ways, and in the storm water retention facilities, all of which public and private grading and improvements are depicted and described in the Construction Plans (**Exhibit C**). (Such public and private storm water facility and retention basin grading and improvements being hereinafter collectively referred to as the "Required Public and Private Storm Sewer and Drainage System Improvements"), in a workmanlike manner and in accordance with such Construction Plans, the final CSM (**Exhibit A**) the Final Plat of Condominium (**Exhibit B**), and the applicable provisions of the Village's Land Division and Development Control Ordinance, Design Standards and Construction Specifications Ordinance and Construction Site Maintenance and Erosion Control Ordinance.

1.7.2 The Developer shall complete the installation of all sub-grade Required Public and Private Storm Sewer and Drainage System Improvements before the installation or repairs/replacement of the Base Course.

1.7.3 The Village shall televise and conduct such catch basin cleaning of the Required Public Storm Sewer and Drainage System Improvements as may be necessary to facilitate such televising, at the Developer's cost, after the Base Course has been completed, proof-rolled and tested and at the time of the Village's final inspection at the time that the Developer's one-year warranty of such improvements is set to expire. The estimated cost of such cleaning and televising shall be included in the Letter of Credit. Promptly after the Village's initial inspection, catch basin cleaning, televising, and acceptance of the Required Public Storm Sewer and Drainage System Improvements, the Developer shall take such action as is necessary to connect and otherwise render such improvements usable.

1.8 Required Public and Private Landscaping Improvements.

All of the grading, site stabilization, and landscaping described in this Paragraph will hereinafter be collectively referred to as the "Required Public and Private Landscaping Improvements".

1.8.1 The Developer shall provide and install Public Street Trees, plantings and other landscaping materials within the Public Street Tree Easement areas and public rights-of-way in the Development in accordance with the approved landscaping plans, specifications, and estimates (hereinafter collectively referred to as the "Landscaping Plan", a copy of which is attached hereto and incorporated herein by reference as **Exhibit D** and incorporated by reference, the Final CSM (**Exhibit A**), the Final Plat of Condominium (**Exhibit B**) and the applicable provisions of the Village's Land Division and Development Control Ordinance and Design Standards and Construction Specifications Ordinance.

1.8.3 The Developer shall provide written verification that the Required Public and Private Landscaping Improvements planted in an Easement adjacent to the public right-of-ways were installed in accordance with the approved Landscaping Plan. Such Street Trees are subject to the Developer's two-year warranty to replace all Required Public Street Trees to this Agreement. After the warranty period, the Public Street Trees and Private Landscaping Improvements and Open Space maintenance responsibility may be transferred to the Condominium Association, at which time the Developer shall be relieved of any further responsibility.

1.8.4 The Public Street Trees, which comprise a portion of the Required Public and Private Landscaping Improvements, shall be a minimum of six (6) feet in height and two (2) and one-half inches in diameter, and placed in mulched beds at the time of planting. The staked trees shall be consistently planted every fifty (50) feet, unless such placement would result in a tree being within ten (10) feet of a fire hydrant or driveway, in which case, such tree shall be planted immediately outside such 10-foot radius. The Developer shall notify the Village Public Work's Department when the tree locations are marked to verify correct placement prior to planting. Said Public Street Trees shall be placed within the Dedicated Street Tree Easement area as noted on

the final CSM. The Public Street Trees shall be installed in phases to accommodate the occupancies of the condominium units.

1.8.5 All disturbed areas in the right-of-way and drainage easement areas in the Development shall be suitably prepared and seeded with appropriate grass seed by the Developer, to the Village's satisfaction and in accordance with the Construction Plans (**Exhibit C**), and the applicable provisions of the Village's Land Division and Development Control Ordinance and Design Standards and Construction Specifications Ordinance as soon as is physically practical after the disturbance of the ground surface, but in any event no later than twelve (12) months after the Effective Date. The Village inspectors may require that areas of disturbed ground surface within the right-of-ways and drainage easement areas in the Development to be hydro-seeded or may require other more intensive methods of soil stabilization if necessary to control erosion prior to the winter season. In the event that the initial seeding fails to produce a good cover of grass, the Developer shall promptly take such steps as are necessary, such as hydro-seeding, to produce a good cover of grass.

1.9 Required Private Utilities.

1.9.1 The Developer, at the Developer's expense, shall cause to be designed, located, constructed, installed, relocated and provided in the Development all utility improvements and facilities which are proposed to serve the Development, including electrical power, gas, telephone and cable TV lines (collectively referred to herein as the "Required Private Utilities"), in a workmanlike manner and in accordance with the Final CSM (**Exhibit A**), Final Plat of Condominium (**Exhibit B**) the applicable provisions of the Village Land Division Ordinance, Design Standards and Construction Specifications Ordinance and other applicable ordinances. All Required Private Utilities shall be installed underground.

1.9.2 The Developer shall contract with the appropriate Private Utility Companies for the coordination, construction, installation and relocation of all Required Private Utilities in accordance with the utility easement provisions set forth on the Final CSM (**Exhibit A**) and Final Plat of Condominium (**Exhibit B**), which installation shall be completed within twelve (12) months after the Effective Date and prior to the Village's issuance of building permits for the units, except for Buildings 1, 2, 4, 5, 8, 20, and for which municipal services are readily available. The Developer shall be responsible for ensuring that the Required Private Utilities are available for all condominium units under construction in the Development. The Developer shall be responsible for the restoration of all easement areas disturbed by the Private Utility Companies, unless a separate agreement is entered into with the Private Utility Companies to transfer the responsibility to the Private Utility Companies.

1.9.3 All areas within the Development shall be within four (4) inches of final grade prior to issuing a notice to proceed to the Private Utility Companies and prior to the installation of the Required Private Utilities.

1.10 Required Public Street Lights.

The Developer shall contract with We Energies, if applicable, to relocate any previously installed required public street lights in the Development (the "Required Public Street Lights") in accordance with the approved street lighting plan prepared by We Energies and approved by the Village, (hereinafter referred to as the "Street Lighting Plan"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit E**. We Energies shall relocate and install, if applicable, the Required Public Street Lights generally in conjunction with the installation of the electrical distribution system. The Developer shall be responsible for the timely restoration of all areas disturbed by the private utility company or its subcontractor during street light relocations. The Developer shall make the Condominium Association aware by appropriate language in the Declaration that electricity supplied to the Required Public Street Lights will be separately metered, resulting in a "meter and maintenance charge" by the private utility company (We Energies) supplying electrical service to said street lights, which shall be paid by the Condominium Association and included in the definition of common expenses for which assessments shall be imposed. The Village shall also invoice an administrative billing charge for the processing of the We Energies invoices.

1.11 Required Public Street Signs.

The Village shall cause to be manufactured and installed temporary and permanent street signs and "type-3" traffic barricades at the end of partially constructed streets (the "Required Public Street Signs"), the cost of which amount shall be borne by the Developer and included within the Letter of Credit (hereinafter defined), in accordance with the applicable provisions of the Village's Land Division and Development Control Ordinance. If the actual cost of manufacture and installation by the Village of any additional the Required Public Street Signs exceeds the amount itemized for such item in the Letter of Credit, the Developer shall pay such excess within thirty (30) days after receipt of an invoice therefore from the Village. The Village shall use such funds exclusively for the purpose of purchasing and installing the Required Public Street Signs in the Property. The Required Public Street Signs shall be located and installed in accordance with the approved street sign plan (hereinafter referred to as the "Street Sign Plan"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit F**. The Village shall install or contract to have such temporary signs installed on behalf of the Developer no later than the dedication by the Developer and the formal acceptance by the Village of the Street Improvements by Resolution of the Village Board. The Village shall install or contract to have such permanent signs installed on behalf of the Developer no later than the dedication by the Developer and the formal acceptance by the Village of the final Street Improvements by Resolution of the Village Board.

1.12 Required Public Sidewalks.

The Village has planned for the reconstruction of 104th Street (STH 165) and Old Green Bay Road, which will include sidewalks. The Developer has deposited funds with the Village in the amount of \$_____ to cover the costs for the future 104th Street Sidewalks. The 105th Street, 65th Avenue and Old Green Bay Road, sidewalks will be installed by the Developer, at the Developer's costs using funds in the Irrevocable Letter of Credit on file with the Village. The Public sidewalks on 105th

and 65th Avenue should be installed in phases per the attached Plan (**Exhibit J**) to accommodate the occupancies of the condominium units.

The public sidewalks shall be installed and extended past all newly constructed unit driveways and building exterior facades as if to go to the end of the building lot line. In the event the public sidewalk for the building being constructed has a shared driveway with another, not yet constructed building, the public sidewalk will be extended past the shared driveway as to allow access to the newly constructed building. If on a corner, the sidewalk shall be extended around and the past the corner, include all ADA domes and continue past the building exterior to end of the newly constructed building lot line.

The sidewalk on Old Green Bay shall be constructed upon completion of the Main Street Market roadway improvements in Old Green Bay Rd.

The Association shall have the obligation of maintaining the routine and long-term maintenance of all of the public sidewalks which includes repair, replacement and snow removal for the 104th and 105th Streets and 65th Avenue Public Sidewalks.

1.13 Required Future Public and Private Improvements.

The Temporary cul-de-sacs at the end of 105th Street and 65th Avenue are intended to be removed when land to the east and south develops. These temporary cul-de-sac easements will be vacated by the Village when the future land developers to the east and south remove the temporary cul-de-sac infrastructure and install the new roadway improvements including the extension of the public sidewalks at the future land developer's expense. The Developer will be responsible to connect the existing condominium building driveways for buildings 7, 8, and 9 to the reconstructed roadways and to install the required remaining Public Street Trees per the approved Street Tree Landscaping Plan.

1.14 Survey Monuments.

The Developer shall place and install, if not already installed in the Property, all survey monuments required by the applicable provisions of the Village's Land Division and Development Control Ordinance and Design Standards and Construction Specification Ordinance and the Wisconsin Statutes. The installation and/or verification of such monuments shall be completed to the satisfaction of the Village prior to obtaining building permits for condominium units on the Development. The Developer shall promptly notify the Village in writing upon completion of such installation.

2. Existing Structures.

The Developer, at the Developer's expense, shall remove any existing structures or foundations which are located or may be found on the Development and remove all debris and building materials prior to grading the Property. In removing any underground storage tanks, the Developer shall comply with all applicable laws. All such debris shall be taken to an approved and licensed landfill and shall not be utilized as fill material on this or any other site in the Village.

3. Developer's Obligations not Contingent.

The Developer's obligations to design, construct, install, provide and complete, and under certain circumstances to repair or replace the Required Public and Private Improvements provided for in this Agreement, in accordance with the provisions of this Agreement, are not contingent upon the Developer commencing construction of any condominium units in the Development.

4. Contractors and Contracts.

4.1 Qualified Contractors. For any work on the Required Public Improvements, Required Public Street Lighting, Required Public Sidewalks and Required Public Street Tree Improvements, the Developer shall engage or permit only contractors and subcontractors who are Village qualified to perform the work and who have been pre-qualified for such work in accordance with Village Ordinance requirements.

4.2 Village Review of Contracts. All contracts, and all amendments thereto and change orders relating to the Required Public Improvements shall, prior to any labor, materials or services being supplied thereunder, be subject to review and approval by the Village, which review and approval shall be solely to verify: (i) the amount to be paid for items to ensure sufficient coverage under the Letter of Credit; (ii) the identity of the contractors, subcontractors and suppliers; and (iii) that such contracts contain appropriate measures to protect any trees, to prevent erosion, to keep the construction site free of litter and debris, and to keep on-site and adjacent roadways free of mud and debris pursuant to this Agreement. With respect to any contract for work which is scheduled to commence as Required Public Improvements (within twelve (12) months after the Effective Date), the Developer shall provide to the Village for its review and approval of such contractors' adequate and appropriate contractor payment and performance bonds and certificates of insurance for such work to protect the Village. The Village shall be listed as an insured party on all certificates of insurance. The Village's review and approval of any contract which includes work which is not scheduled to commence until after twelve (12) months after the Effective Date, shall be conditioned upon the delivery by the Developer to the Village prior to the commencement of work by such contractor, adequate and appropriate contractor payment and performance bonds and certificates of insurance for such contractor in a form satisfactory to the Village.

The paving contractor insurance, contractor certifications and payment and performance bonds shall be submitted and approved prior to paving.

4.3 Village Approval of Pre-submitted Contracts. The Village has reviewed and approved the Contractors and the Contracts, copies of which, together with copies of the contractors' payment and performance bonds and certificates of insurance, are attached hereto and incorporated by reference herein as **Exhibit G**.

5. Warranty; Hold Harmless and Indemnification.

5.1 The Developer warrants and guarantees that all of the Required Public Improvements designed, constructed and installed or provided by or through the Developer pursuant to this Agreement shall be free from any defects due to faulty design, materials or workmanship, or to any failure to comply with the requirements of this Agreement or the Village's Land Division and Development Control Ordinance,

Design Standards, Construction Specifications Ordinance, and Construction Site Maintenance and Erosion Control Ordinance ("Defects"), of which the Village notifies the Developer in writing within one (1) year after the date of the Village's issuance of a Letter of Substantial Completion (or within one (1) year after the completion of the work, if the work or materials are not incorporated in an improvement which is to be dedicated to the Village). The Developer shall, at its cost, promptly make any repairs or replacements necessary to correct any such defects, in a workmanlike manner, in accordance with the requirements of this Agreement to the satisfaction of the Village. The foregoing warranties exclude remedies for damage or defect caused by abuse, modifications not executed by the Developer or its contractors, agents or employees, improper or insufficient maintenance by any person or entity other than Developer or its contractors, agents or employees, improper operation or normal wear and tear under normal usage. Except as set forth in Paragraph 5 or elsewhere in this Agreement, the Developer does not make, and the Village acknowledges that Developer has not made, any representation, warranty or guarantee, express or implied, to the Village with respect to the required public improvements or the present or future merchantability, condition, quality, durability, fitness or suitability of use.

5.2 In addition to, and not by limitation upon, Developer's warranty and guaranty in Paragraph 5.1 hereof, the Developer shall indemnify and hold harmless the Village, its employees agents and engineering consultants responsible for field staking, construction inspection and administration, for: (i) any claims brought against any of them arising out of any Defect in work performed by the previous Developer or Developer or its employees, agents or contractors or any subcontractors; and any damage to Village property resulting from any Defect in work performed by the previous Developer or Developer or its employees, agents or contractors or any subcontractors, which indemnification and hold harmless shall include the costs and expenses of any litigation connected with the foregoing (and including the reasonable attorneys' fees and any expert witness fees of the Village, its employees, agents and engineering consultants). The foregoing indemnity and hold harmless shall not include claims arising out of the negligent or intentionally wrongful conduct of any engineering consultant, contractor or subcontractore hired by the Village.

5.3 The Developer hereby waives any claims it may have against the Village for any negligence, mistake or error on the part of the Village's employees, agents and engineering consultants responsible for field staking, construction inspection and administration and for the cost of any repairs or replacements resulting from any of the foregoing services by any of the foregoing persons. The foregoing waiver shall not include claims which the Developer may have against the engineering consultants for any negligence, mistake or error on the part of the engineering consultants responsible for field staking, construction inspection and administration.

5.4 In addition to the general warranty given by the Developer to the Village in Paragraph 5.1 hereof, the Developer hereby agrees to replace, at its cost, any tree or other element of the Required Public Landscaping Improvements which is damaged or dies, regardless of the reason therefore, wherever located, concerning which the Village notifies the Developer in writing within two (2) years after the date of the Village's inspection and approval of such landscaping element, which warranty shall extend for an additional one-year period with respect to any element of the Required Public Landscaping Improvements which Developer has replaced pursuant to this Paragraph. Nothing in this Paragraph shall prohibit the Developer from seeking reimbursement for the cost such replacement from the Condominium

Association to the extent permitted under the Declaration or the sales contracts with the owners of individual units for damaged landscaping materials caused by the negligence of the Condominium Association or the owners of the units.

5.5 The Developer shall indemnify and hold harmless the Village, its employees, agents and engineering consultants responsible for field staking, construction inspection and administration, for any and all claims brought against any of them arising out of the presence of Hazardous Materials at the Property, which indemnification shall include the costs and expenses of any litigation connected with the foregoing (and including the reasonable attorneys' fees and any expert witness fees of the Village, its employees, agents and engineering consultants). For purposes of this Agreement, "Hazardous Materials" shall mean any substance or combination of substances which are defined or regulated as hazardous under any applicable Federal, State or local law, including, but not limited to, Section 292.01(5) of the Wisconsin Statutes.

6. Irrevocable Letter of Credit.

6.1 The Developer shall deliver to the Village, as a condition of the Village Board's approval of the Final CSM and Final Plat of Condominium and as a condition precedent to certification of such approval on the Final CSM and Final Plat of Condominium, a one (1) year minimum, Irrevocable Letter of Credit on original bank letterhead in the amount of _____ dollars and ____/100 (\$_____) in substantially the form which is attached hereto and incorporated herein by reference as **Exhibit H** (the "Letter of Credit"), which amount includes the estimated cost of the following Required Public Improvements together with a fifteen percent (15%) contingency allowance.

The cost estimates on which the amount of the initial Letter of Credit is based are summarized on the "Irrevocable Letter of Credit Project Cost Breakdown and Related Cash Payments," a copy of which is attached hereto and incorporated herein by reference as **Exhibit I**.

6.2 The Letter of Credit shall be payable at sight to the Village, upon presentment of the Village's draft and the affidavit of the Village President or Village Administrator, attested by the Village Clerk, stating that: (i) an Event of Default (see Paragraph 38 of this Agreement) by the Developer has occurred under this Agreement, and (ii) the Village Board at a meeting duly held on a specified date, duly approved a draft upon the Letter of Credit in the specified amount. The Letter of Credit, and any Supplemental Letter of Credit, shall expire, by its terms, no less than one (1) year after the effective date of such Letter of Credit (which shall be no later than ten (10) days after the Village Board's approval of the Final Plat of Condominium), and any balance of the Letter of Credit remaining after the expiration date shall no longer be available for draft. The Letter of Credit shall also provide that partial drawings upon the Letter of Credit are allowed, based upon the completion of each classification of improvements (i.e. water improvements) as shown on the Construction Plans (**Exhibit A**). Developer may submit more than one Letter of Credit, provided that each Letter of Credit conforms to the formal requirements set forth above, and such Letters of Credit are in the aggregate amount set forth in Paragraph 6.1 hereof. Wherever used herein, the term of "Letter of Credit" shall be deemed to refer collectively to all outstanding Letters of Credit delivered by Developer to the Village pursuant to this Article 6.

6.3 Left Blank Intentionally.

6.4 The purpose of the Letter of Credit, and of any Supplemental Letter of Credit, provided pursuant to Paragraph 7 of this Agreement is to secure the Developer's agreement to design, construct, install, provide and complete, and to repair or replace under certain circumstances, all of the Required Public and Private Improvements in accordance with the requirements of this Agreement, as well as the Developer's indemnification and hold harmless obligations in Paragraph 4 of this Agreement.

6.5 Reductions in the Letter of Credit, or any Supplemental Letter of Credit provided pursuant to Paragraph 7 hereof, other than as a result of a draw by the Village, shall be permitted only in accordance with the following procedures:

(a) The Developer may submit written requests to the Village for a reduction in the Letter of Credit not more often than once per calendar month. Any such request shall be accompanied by originals of lien waivers from contractors, subcontractors and suppliers. The Village Board shall review the lien waivers and other documentation received from the Developer and reports from the Village's engineering consultants regarding the status of the work-in-progress for which such reduction in the Letter of Credit is claimed and the recommendations of such consultants regarding the amount of the Letter of Credit to be released based on the percentage of work completed. The Village Board shall promptly authorize a reduction of the Letter of Credit in an amount proportionate to the percentage of the work completed to the extent the Village Board is satisfied that appropriate payment has been made for such work.

(b) After the completion of a classification of the Required Public or Private Improvements corresponding to one of the items listed on **Exhibit I**, and the Village's inspection and testing of such classification and conditional approval thereof pursuant to a Letter of Substantial Completion, the delivery to the Village of satisfactory evidence that there is no unpaid work with respect to the classification in question for which a mechanics or supplier's lien may be imposed pursuant to Paragraph 6.5(a) hereof, the dedication by the Developer of such improvements to the Village and the formal acceptance thereof by the Village pursuant to a resolution by the Village Board, the Village Board shall promptly authorize a reduction in the Letter(s) of Credit. The amount of any such reduction shall be the remaining amount (including the 15% contingency calculated on such amount) that was attributed to the identified itemized listing of improvements in determining the amount of the Letter(s) of Credit as is set forth on the attached **Exhibit I** and in any determination of the Village Board to require a Supplemental Letter of Credit.

(c) Notwithstanding Paragraph 6.5(b), above, the Village Board shall not be required to permit the release of the last five percent (5%) of the original amount of the required Letter of Credit, plus five percent (5%) of the amount of any Supplemental Letter of Credit provided pursuant to Paragraph 7 of this Agreement, for a period of one (1) year after the completion, dedication and the final and formal acceptance of the last-to-be completed, dedicated and finally and formally accepted classification of Required Public and Private Improvements for the purpose of securing the Developer's warranty,

guaranty, hold harmless and indemnification agreement under Paragraph 5 hereof.

(d) For purposes of any reductions or withholdings under Paragraphs 6.5(a) and (b), above, the Village Board may, in its discretion, treat the remaining balances of any Letters of Credit provided pursuant to Paragraphs 6 or 7 of this Agreement as being fungible.

6.6 The amount of any draw by the Village upon the Letter of Credit provided pursuant to this Paragraph 6 or any Supplemental Letter of Credit provided pursuant to Paragraph 7 hereof, shall be the amount listed on **Exhibit G** for the item or items which the Developer has failed to complete and which have resulted in an Event of Default under this Agreement. In the event that the cost of the specific item or items is not broken out on **Exhibit G**, then the amount shall be based upon the amount estimated by the Village's engineering consultant as the cost of the goods or services to be performed, purchased or supplied.

6.7 The Village shall be entitled to make any draw upon the Letter of Credit provided pursuant to this Paragraph 6 or upon any Supplemental Letter of Credit provided pursuant to Paragraph 7 of this Agreement after: (i) an Event of Default by the Developer has occurred and is continuing pursuant to Paragraph 38 of this Agreement; and (ii) the Village Board, at a meeting duly held, shall have approved the draw; provided, however, that the Village Board shall not approve the draw if before that time the Developer has cured the Event of Default to the reasonable satisfaction of the Village Board.

6.8 The Developer shall have the right at any time, with the prior written consent of the Village, which shall not be unreasonably withheld, to replace the Letter of Credit with a substitute letter of credit, provided that such substitute letter of credit: (i) is issued by a financial institution having a credit rating equal to that of the issuer of the existing Letter of Credit or such lesser rating as may be reasonably satisfactory to the Village; (ii) is in an amount equal to the then outstanding balance of the existing Letter of Credit; (iii) has a term equal to the remaining term of the existing Letter of Credit; and (iv) is otherwise on the same terms as the existing Letter of Credit. At such time as the Developer deposits with the Village a substitute Letter of Credit approved by the Village and otherwise complying with this Agreement, the Village shall promptly release the original Letter of Credit to the Developer. For purposes of this Agreement, all references to the "Letter of Credit" shall be deemed to mean any substitute letter of credit conforming to this Paragraph 6.8.

7. Supplemental Letter of Credit.

Any increase in the amount to be paid by the Developer to any contractor or vendor, or claimed or demanded by any contractor or vendor with respect to any of the Required Public Improvements, whether arising from a change order or other agreement between the Developer and a contractor, shall be reported by the Developer in writing to the Village. The Village may require the Developer to provide, and the Developer shall provide, a Supplemental Letter of Credit if the Village determines that the amount of such increase is substantial enough not to have been anticipated by the 15% construction contingency factor utilized in determining the amount of the Letter of Credit provided pursuant to Paragraph 6 of this Agreement. Notwithstanding the foregoing sentence, the Developer shall not be required to provide a Supplemental Letter of Credit unless and until any increase in a contract price, together with any previous increases in such contract price or any other

contract price, exceeds one hundred percent (100%) of the estimated sum of the costs (without contingencies) used in determining the original amount of the Letter of Credit (and the amount of any previously posted Supplemental Letter(s) of Credit). Any such Supplemental Letter of Credit shall have substantially the same terms, except amount, and be treated in essentially the same way as the Letter of Credit provided pursuant to Paragraph 6 of this Agreement.

8. Dedications of Land or Interests in Land.

8.1 The Developer, as a condition precedent to the effectiveness of the Village Board's final approval of the Final CSM and Final Plat of Condominium and to the effectiveness of the certification of such approval on the Final CSM and Final Plat of Condominium shall offer to give, grant, dedicate or otherwise offer to convey to the Village and to certain other named persons the dedications of land and/or interests in land that are shown and described on the Final CSM, free of charge and free and clear of all liens and encumbrances that are not accepted by the Village in writing.

8.2 All of the required dedications of land or of interests in land, under the "Dedications and Easements Provisions" set out on the Final CSM and Final Plat of Condominium shall be deemed to have been formally, finally and unconditionally made by the Developer and accepted by the Village, the Condominium Association, the Private Utilities and any other specified grantees without further action by any of them at such time as the Final Plat of Condominium is certified as approved by the Village President, the Village Clerk, Village Treasurer, and the Kenosha County Treasurer.

8.3 All of the dedications of land or interests in land provided for in this Agreement shall be made free of charge to the Village or to the Condominium Association or the Private Utility Companies or other specified grantees, and shall be free and clear of any liens or encumbrances except as are provided for in this Agreement, the Declaration or on the Final CSM or Final Plat of Condominium.

9. Dedications of Public Improvements.

9.1 After the Developer's completion of a classification of the Required Public Improvements and the Village's satisfactory inspection or testing thereof, the Village shall issue a letter of substantial completion ("Letter of Substantial Completion") acknowledging the Village's conditional approval of such improvement or improvements, which approval shall remain conditional pending the expiration of the Developer's one-year warranty pursuant to Paragraph 5 hereof.

9.2 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village: the Required Public Street Improvements upon completion by the Developer, and inspection and conditional approval by the Village of the Required Public Street Improvements as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.3 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all Required Public Curb and Gutter Improvements, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of Letter of Substantial Completion.

9.4 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all Required Public Water System Improvements, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.5 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all Required Public Sanitary Sewer System Improvements, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.6 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all Required Public Storm Sewer and Public Drainage System Improvements, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.7 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village all Required Public Street Tree Improvements in the right-of-ways dedicated to the Village, upon completion by the Developer, and inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.8 The Developer hereby irrevocably and unconditionally offers to dedicate, give, grant and convey to the Village the Required Public Street Lights, upon completion by the Developer, warranty period expiration and the inspection and conditional approval by the Village as evidenced by the issuance by the Village of a Letter of Substantial Completion.

9.9 Each dedication described above shall, when made, be made free of charge to the Village, and all improvements so dedicated shall be free and clear of any liens or encumbrances.

9.10 All dedications to the Village of Required Public Improvements provided for in this Agreement shall include all buildings, structures, mains, conduits, pipes, lines, machinery, generators or other equipment and other appurtenances which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto.

9.11 Promptly after the Developer has completed an item constituting a Required Public Improvement to the Village, and the Village has evidenced its conditional approval thereof as evidenced by its issuance of a Letter of Substantial Completion, the Village shall, without the need for further application or action by the Developer, formally accept the Developer's offer of such dedication (as made hereinabove) by resolution of the Village Board. The Village shall accept each such dedication only in accordance with the applicable provisions of the Village Land Division and Development Control Ordinance and Construction Specifications Ordinance regarding acceptance of dedications of public improvements. After the adoption by the Village Board of a Resolution formally accepting the dedication of an item or classification constituting an element of the Required Public Improvements, the Village shall have the duty and right to maintain the accepted improvements and shall have the right to connect to or to integrate with such improvements other facilities or

improvements with no payment or award to the Developer and without the Developer's consent.

10. Dedications of Required Public Improvements.

The Developer shall provide to the Village, in connection with the dedication of each set of the Required Public Improvements, duly signed originals of final lien waivers from all contractors, subcontractors, and other persons who have provided any labor or materials with respect to such improvements, specifically detailing the work done, the materials supplied, and the dollar amounts of such waivers.

11. Developer's Ownership Representations and Warranties.

11.1 Land. The Developer represents and warrants to the Village that: (a) as of the Effective Date the Developer is the sole fee simple absolute owner of the Property identified on the Final CSM and Final Plat of Condominium (**Exhibit B**) and that it is lawfully seized and possessed of the Property, subject only to the Permitted Exceptions; and (b) as of the date on which the Final CSM and Final Plat of Condominium is recorded, the Developer is the sole fee simple absolute owner of the Property identified on the Final CSM and Final Plat of Condominium and that it is lawfully seized and possessed of the Property, subject only to the Permitted Exceptions. The Developer further represents and warrants to the Village that at the time of the recording of the Final CSM and Final Plat of Condominium there are no liens or encumbrances other than the Permitted Exceptions on or affecting any of the land or interests in land required to be dedicated to the Village by this Agreement. The representations and warranties contained in this Paragraph 11.1 shall survive this Agreement, the dedication by the Developer of any land or interest in land provided for by this Agreement and the acceptance of such dedications by the Village.

11.2 Improvements. The Developer represents and warrants to the Village that all of the Required Public Improvements then being dedicated to the Village will, at the time of the dedication thereof to the Village, the Village's conditional approval thereof pursuant to a Letter of Substantial Completion and at the time of the Village's formal and final acceptance thereof as evidenced by a Resolution of the Village Board, and the recording of the instruments, if any, reflecting such dedications: (i) as to the Required Public Improvements located on land theretofore dedicated to the Village or the Condominium Association, be free and clear of any liens or encumbrances; and (ii) as to the Required Public Improvements, if any, shall be free and clear of any liens or encumbrances other than the lien of any then existing mortgage lender. The representations and warranties contained in this Paragraph 11(b) shall survive this Agreement, the dedication to the Village of any public improvements and the acceptance by the Village of such dedications.

12. Developer's Hazardous Materials Representation and Warranty.

The Developer represents and warrants to the Village, its employees, agents and consultants acting on behalf of the Village, that, as of the Effective Date and at the time that the Developer makes any dedications of land or interests of land required by this Agreement and such dedication is recorded: (i) there are no Hazardous Materials present on, in or beneath the Property in any quantity or condition that would constitute a violation of any environmental law; and (ii) there is no pending or threatened litigation, charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand or notice before

any court or administrative agency containing any allegation that Hazardous Materials are or have been present, released, generated, transported, stored, treated, or disposed of on the Property. The representation and warranty contained in this Paragraph 12 shall survive this Agreement, the dedication by the Developer of any land or interest in land provided for by this Agreement and the acceptance by the Village of any such dedication for a period of one (1) year. The Developer, upon written demand from the Village within said one-year warranty period, shall promptly indemnify and hold harmless the Village, its employees, agents and consultants for and against any and all claims, liability, damages and the costs of any litigation resulting from or arising out of the untruth or inaccuracy of the representation and warranty contained in this Paragraph 12, including, without limitation, any actual attorneys' fees and expert witness fees.

In the event that the Developer discovers the presence of any underground storage tank or any Hazardous Material at the Property, Developer shall immediately notify the Village Administrator and the Village Engineer orally and by facsimile and shall promptly give such other notices and take such action as may be required by applicable law.

13. Condominium Declaration of Conditions, Covenants, Restrictions and Easements Running With the Land.

13.1 The Declaration of Conditions, Covenants, Restrictions, and Easements, a copy of which is attached hereto and incorporated herein by reference as **Exhibit K**, shall be recorded in the Office of the Kenosha County Register of Deeds pursuant to Paragraph 8 hereof.

13.2 A copy of the Articles of Incorporation of the Green Bay Trail Condominium Association, Inc. (the "Condominium Association") is provided as **Exhibit L-1** which is attached hereto and incorporated herein by reference, and a copy of the Condominium Association's By-Laws is provided as **Exhibit L-2** which is attached hereto and incorporated herein by reference.

14. Miscellaneous Fees.

The Developer shall pay to the Village Treasurer in cash or by certified or cashier's check, as a condition to the Village Board's final approval of the Final CSM and Final Plat of Condominium and as a condition precedent to certification of such approval on the Final CSM and Final Plat of Condominium, all fees prescribed by the Village Land Division and Development Control Ordinance and Construction Specifications Ordinance, which are due at such time as outlined below:

- | | | |
|-----|---|------------|
| (1) | Erosion Control Fee | \$2,000.00 |
| (2) | Street Sweeping Deposit | \$2,000.00 |
| (3) | Work in the Right-of-Way permit..... | \$ 150.00 |
| (4) | <u>Administrative Fees.</u> In conjunction with the signing and delivery of this Agreement, the Developer shall pay to the Village: (a) administrative fees equaling one-quarter of one percent (.0025) of the total Irrevocable Letter of Credit amount (\$_____) for the Finance Department's processing of payments related to partial releases of the Letter of Credit pursuant to this Agreement; and (b) any other fees incurred under the applicable provisions of the Village's Land Division and Development Ordinance and Construction Specifications. | |

- (5) DPW Inspector's Fee. The Developer shall promptly pay to the Village, upon demand, DPW Inspector's Fees.

15. Engineering Department and Community Development Department Review and Inspection Fees.

No later than thirty (30) days after receipt of an invoice from the Village, the Developer shall reimburse the Village for all fees incurred by it for engineering, engineering review, community development inspection and other expert or administrative services in connection with its review and approval of the Final CSM and Final Plat of Condominium and inspections and approvals of the Required Public Improvements, grading and other items associated with the Development requiring the Village's review, inspection or approval. The Village's invoice shall provide an itemization specifying the work done, by who it was done and the charge for such work.

16. Connection Fees.

The Developer acknowledges that the builder(s) of condominium unit(s) in the Development are required to pay municipal sanitary sewer and water connection fees as a condition of and prior to the issuance of any building permits for every connection made to the municipal sanitary sewer and water supply systems. At the time of this Agreement, the sanitary sewer connection fees are currently \$1,600 per single family residential condominium unit and there is currently no water connection fee. These fees, however, are subject to change by Village ordinance and all lot owners shall be responsible for the then current fees.

17. Payment of Taxes and Special Assessments.

The Developer, in accordance with the Village tax records, shall pay all real estate taxes and special assessments which are due and owing on any portion of the Development prior to the recording of the Final CSM and Final Plat of Condominium.

18. Impact Fees and other Developer Contributions.

18.1 The Village charges impact fees to all property owners building new residential condominium units as a condition precedent to obtaining a building permit. These impact fees compensate the Village for additional costs for public improvements resulting for the need for services for the new development such as for police, fire, EMS, parks and public works related projects.

18.2 In addition to impact fees to be paid upon the issuance of the building permit, the previous Developer has further agreed to a cost sharing agreement to provide transportation improvement funds payable to the Village for the costs associated with public transportation improvements to improve, widen and upgrade STH 165 intersection improvements for the cost associated with Public Transportation Improvements to improve, widen and upgrade the Highway 165/Old Green Bay Road intersection and along Old Green Bay Road. These funds are on account with the Village and will be used towards nearby intersection improvements being undertaken by Main Street Market, LLC.

19. Commencement of Construction.

19.1 The Developer shall not commence construction or installation of any of the Required Public or Private Improvements until after the Final CSM and Final Plat of

Condominium has been recorded pursuant to Paragraph 8 hereof, and the Developer has received written authorization from the Village to commence construction of such improvements, which shall not be unreasonable withheld.

19.2 After the conditions set forth in Paragraph 19.1 hereof, the Developer shall promptly commence construction of the Required Public and Private Improvements and shall thereafter diligently proceed with the construction and installation of such improvements in accordance with this Agreement.

19.3 It is understood and agreed, pursuant to Section 18.0902 of the Village Land Division and Development Control Ordinance, that no building, zoning or erosion control permit will be issued by the Village with respect to any proposed buildings in the Development, prior to completion and Village acceptance of the Required Public and Private Improvements in accordance with Paragraph 29.1 hereof, except for the units within Buildings #1, 2, 4, 5, 8 and 20. Public and Private Improvements abutting, adjacent and serving the aforementioned Buildings shall be completed, constructed, tested, sampled, televised and accepted by the Village prior to a verbal to occupy inspection is completed by the Village.

20. Erosion Control.

20.1 The Developer shall take such actions and shall utilize such techniques and mechanisms necessary to implement the approved Erosion Control Plan a copy of which is attached hereto and incorporated by reference herein as **Exhibit C**, and to comply with the applicable provisions of the Village's Construction Site Maintenance and Erosion Control Ordinance, in order to prevent sediment from being deposited on adjacent properties or on any public street and to prevent sediment from being washed into downstream drainage facilities, during any phase of grading or construction relating to the Required Public and Private Improvements.

20.2 All areas of the Development on which construction or re-grading activities are being or have been carried out shall be in compliance with Wisconsin Administrative Code NR 216 at all times during construction. Also a Notice of Intent (NOI) must be on file with the Wisconsin Department of Natural Resources.

20.3 A \$2,000.00 cash payment has been made by the Developer to the Village pursuant to this Agreement as a street sweeping security to guarantee to the Village that the roadways are kept clean throughout the construction. Following the Developer's dedication and the Village's acceptance of the Improvements, the full amount of the deposit, less a six percent (6%) administrative processing fee shall be returned to the Developer if it is not used for erosion control enforcement purposes, e.g., clean-up of mud tracking. (See Section 381-9 E. of the Construction Site Management and Erosion Control Ordinance.) The Developer shall sweep the roads daily to keep them clean from mud-tracking and debris. The Village shall undertake street sweeping as may be necessary to remedy a failure by the Developer to keep the roads clean.

21. Cleanup/ Restricted Access.

21.1 The Developer shall keep the Property free from litter and debris during all phases of grading and construction with respect to the Required Public Improvements. The Developer shall promptly remove and lawfully dispose of all barns, outbuildings, tree trunks and limbs, brush and all other rubbish and debris

from the Development. Tree trunks or other organic matter shall not be backfilled on the Property.

21.2 Off-site sediment deposition occurring as a result of a storm event shall be cleaned up by the end of the next work day following the occurrence. All other off-site sediment deposition occurring as a result of construction activities shall be cleaned up at the end of the work day. Mud tracking caused by construction activities related to the Required Public and Private Improvements shall be cleaned daily by the Developer's contractor, at the Developer's or contractor's expense.

22. Tree Protection and Preservation.

The Developer shall take such precautions as are necessary to ensure that there shall be no soil compaction, change in grade or damage to or destruction of any trees or other vegetation located within or adjacent to the Property shown on the Erosion Control Plan during any stage of the Developer's grading, construction or landscaping provided for in this Agreement. The erosion control silt fence shall be maintained throughout construction and installation of the Required Public and Private Improvements and until the area to be graded or otherwise disturbed is vegetatively stable.

23. Construction Access.

Construction access for public improvements and condominium construction shall be restricted to and from STH 165 (104th Street) onto 65th Avenue. Conditions for access are provided in the Village's work in the right-of-way permit. (See **Exhibit C**).

24. Entrance Sign.

No new entrance, development, or real estate marketing signs shall be installed or erected in the Development until after the Village has approved such signs and their location and said signage is in compliance with the current sign ordinance in effect in the Village. Sign permits shall be required by the Village prior to such signs being installed or erected.

25. Construction Staking and Field Inspection.

The Village engineering consultants shall perform all engineering field inspection relating to the Required Public Improvements, as required, and the Developer shall promptly pay to the Village Treasurer, within thirty (30) days after a receipt of an invoice for such work, the costs of all such services, pursuant to applicable provisions of the Village's Land Division and Development Control Ordinance and Construction Specifications Ordinance, a copy of which is attached hereto and incorporated herein by reference as **Exhibit M**.

26. Village Maintenance.

The Village shall have no obligation to connect, maintain or repair any public improvements referred to in this Agreement until after such time as the Village Board has adopted a Resolution specifically accepting the dedication of such improvements.

27. Village Snowplowing Maintenance.

Following the Developer's completion and Village's acceptance of the Public Street Improvements and the Developer's preparation of the roadways for winter plowing pursuant to this Agreement, the Village shall snowplow the public streets in the Development.

28. Right of Entry.

Village officials and their designees shall have the right to enter upon the Property at all reasonable times, without notice, to inspect the status, progress and quality of the work on the Required Public and Private Improvements and any related materials, goods or equipment.

29. Permits.

29.1 No building, zoning or erosion control permits shall be issued for the construction any building, unit or structure as a result of the Final Plat of Condominium approval until such time as the on-site Private Grading and Drainage and Erosion Control are completed, inspected and accepted by the Village; except that the Village will permit the issuance of building permits for Buildings #1, 2, 4, 5, 8 and 20. No Buildings shall be occupied until and unless all Required Public and Private Improvements are required for or are completed that are adjacent to or abutting the referenced buildings.

29.2 All Required Private Utilities shall be completed and installed prior to the issuance by the Village of a building, zoning and erosion control permits.

30. Stop-Work Orders.

The Developer shall promptly comply with any stop-work orders issued pursuant to applicable provisions of the Village Land Division and Development Control Ordinance and Construction Specifications Ordinance because the design, location, materials, workmanship or manner of performance pursuant to the public improvements or erosion control measures are not in accordance with the provisions of this Agreement, the Land Division and Development Control Ordinance, Required Standards and Construction Specifications Ordinance or the Erosion Control and Construction Site Maintenance Ordinance.

31. Organizational Documents.

The following organizational documents for the Developer, have been provided and are attached hereto and incorporated herein by reference as **Exhibit N:**

Articles of Organization of Harpe Development, LLC;
Operating Agreement of Harpe Development, LLC; and

32. Delivery of Mail.

It shall be the Developer's responsibility to notify the Pleasant Prairie Postmaster and to establish either group postal service delivery to the housing units within the Property. The Developer shall also coordinate the type and location of the mail boxes with the U.S. Postal Service.

33. Private Utilities Cost.

It shall be the responsibility of the Developer to contract to have installed and pay for all costs associated with the Required Private Utilities. These utility costs are not included in the Irrevocable Letter of Credit provided to the Village and shall be paid for by the Developer from funds other than the Letter of Credit.

34. Hours of Construction Activities.

The hours of construction and use of heavy equipment for the public improvements and new home construction (including, without limitation, start-up, loading, unloading and positioning of such equipment) are limited to Monday through Friday 7:00 a.m. to 9:00 p.m., Saturday 8:00 a.m. to 6:00 p.m., and Sunday 9:00 a.m. to 6:00 p.m.

35. Left Intentionally Blank.

36. Remedies of the Village.

36.1 If the Developer is responsible for an Event of Default under this Agreement, the Village may pursue any and all remedies that may be available to it at law or in equity.

36.2 In addition, if the Developer is responsible for an Event of Default which is continuing, the Village may, without waiving any rights or remedies that may be available to it, perform or have performed all necessary work, and supply or have supplied all necessary equipment, goods, materials or services, to complete all or any part of the Required Public Improvements in satisfactory form, and may draw down the Letter of Credit and/or the Supplemental Letter of Credit provided by the Developer pursuant to Paragraph 6 or 7 of this Agreement.

36.3 Neither the amount of the Letter(s) of Credit provided by the Developer pursuant to Paragraphs 6 or 7 of this Agreement, nor the amount of any draw by the Village upon any such Letter(s) of Credit, shall be deemed to be a limit on any liability of the Developer for breach of this Agreement.

36.4 In the event that the Village does undertake to perform or have performed any work on any of the Required Public Improvements provided for in this Agreement, it shall diligently pursue such work to completion.

37. Remedies of the Developer.

If the Village is responsible for an Event of Default under this Agreement, the Developer, may pursue any and all remedies that may be available to it at law or in equity.

38. Notice of Breach and Curative Activity.

38.1 In the event that one of the parties to this Agreement (the "Performing Party") believes that the other party has failed to perform its obligations under this Agreement (the "Nonperforming Party"), the Performing Party shall promptly notify the Nonperforming Party in writing (the "Default Notice") of the specific nature of the alleged failure. If the Village, as the Performing Party, believes that an alleged failure of performance by the Developer, as the Nonperforming Party, poses an imminent threat to the public health or safety, the Village's Default Notice shall so state.

38.2 The delivery by the Village of a Default Notice to the Developer shall not be a condition precedent to the issuance by the Village of a Stop-Work Order pursuant to applicable provisions of the Village's Land Division and Development Control Ordinance or Construction Specifications Ordinance, or to any legal action not taken

pursuant to this Agreement to enforce such ordinance or any other applicable ordinance.

38.3 The Nonperforming Party shall have thirty (30) days after receipt of a Default Notice to cure the alleged failure to perform; provided, however, that if the failure is incapable of cure as soon as reasonably practicable within said 30-day period and the Nonperforming party has commenced such cure within said 30-day period and is diligently pursuing such cure, the time for such cure shall be extended for a reasonable period of time under the circumstances to allow the Nonperforming party to complete its curative activity.

38.4 Whenever an alleged failure of performance under this Agreement is believed by either party to pose an imminent threat to public health or safety, the parties shall immediately confer in good faith as to how such threat can be most effectively and expeditiously eliminated.

38.5 If the Nonperforming Party fails to cure the default alleged in the Default Notice within the time permitted pursuant to Subparagraph 38.3 or 38.6 hereof, an event of default ("Event of Default") shall have occurred with respect to the Nonperforming Party.

38.6 Notwithstanding anything to the contrary in this Agreement, if the Village believes in good faith that commencement of a legal action, or the making of a draw upon the Developer's Letter(s) of Credit, or the performance of its own work with respect to curing a perceived breach prior to the commencement or completion of the Developer's curative action is urgently required to protect the public health or safety, the Village may proceed to do so, giving such prior notice to Developer and offering Developer such opportunity to cure as is practicable under the circumstances.

38.7 Neither a party's willingness to undertake curative activity nor the fact that a party has undertaken curative activity shall be construed as or used as evidence of an Event of Default under this Agreement.

39. Notices.

39.1 Except as otherwise specifically provided in this Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement by title and date, shall be addressed to the receiving party, and shall be delivered by personal delivery, by overnight courier with evidence of receipt, by certified or registered mail, with postage prepaid and return receipt requested, or by facsimile transmission (provided that an original of said notice or communication is sent simultaneously by first class U.S. mail with postage prepaid or by any of the other designated methods). Any notice addressed to the Village shall be addressed to the Attention: Village Administrator at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158. Any notice addressed to the Developer shall be addressed Harpe Development, LLC, Attention: Dustin Harpe, 85-01 75th Street, Suite H, Kenosha, WI 53142.

39.2 Either party may give notice to the other, in accordance with this Paragraph, of a change-of-address to which notices under this Agreement may be sent during normal business hours. After any such change-of-address notice is given and received, all notices given in connection with this Agreement shall thereafter be

mailed, delivered or transmitted to the new address. Any such change-of-address notice or notice shall state on its face, in capital letters, "THIS LETTER AMENDS THE NOTICE PROVISION OF PARAGRAPH _____ OF THE AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND HARPE DEVELOPMENT, LLC. THIS LETTER SHOULD BE FILED WITH SUCH AGREEMENT."

39.3 Any notice given in accordance with this Paragraph 39 shall be effective upon delivery, if personally delivered, delivered by overnight courier or delivered by facsimile during regular business hours, or three (3) days after depositing same in the United States mail. Any facsimile received after 5:00 p.m. (based on the recipient's time zone) or on a day other than a normal business day shall be deemed delivered on the next normal business day.

40. No Third-Party Beneficiaries.

This Agreement is not intended to benefit or to be enforceable by any person other than the Village, the Developer, and their respective successors and assigns, which shall not include, for purposes of this Paragraph, any person who has not assumed all of the benefits and obligations of this Agreement.

41. Applicability of Land Division and Development Control Ordinance.

The provisions of the Village Land Division and Development Control Ordinance are applicable to the subject matter of this Agreement, whether or not such provisions are referred to expressly herein. In the event of any inconsistency between the provisions of said ordinance and the provisions of this Agreement, the provisions that are most stringent against the Developer or most favorable to the Village shall control.

42. Amendment of Agreement.

The Village and the Developer may, by mutual agreement in writing, and after approval of the Village Board, amend this Agreement at any time. The Village Board shall not, however, approve an amendment without having first considered the recommendations of the Village staff on the proposed amendment.

43. Amendment of Ordinance.

In the event that the Village Land Division and Development Control Ordinance is amended or recreated after this Agreement is entered into, and before the Required Public and Private Improvements have been completed, then any such amendments shall apply to this Agreement; provided, however, that if such amendments impose greater burdens or impose more stringent restrictions upon the Developer, such amendments shall not apply.

44. Severability.

In the event that any part of this Agreement is determined to be invalid by a court of competent jurisdiction, such part shall be severed from the Agreement, and the balance of this Agreement shall survive.

45. Binding Agreement; Assignment.

45.1 This Agreement shall be binding on the parties and their successors and assigns. Any assignment of this Agreement by the Developer or by any successor or

assign of the Developer, shall be subject to prior approval of the Village Board, but such approval shall not be unreasonably withheld.

45.2 The Developer may, subject to the Village's prior written approval thereof (which shall not be unreasonably delayed, conditioned or withheld), assign this Agreement to another person or entity in connection with the conveyance to such person or entity of the fee simple interest in all of the Development Property not previously conveyed (or under contract to be conveyed) to Non-Developer Owners (hereinafter defined). At such time, if any, as the Developer assigns this Agreement to another person or entity with the prior written approval of the Village (a "Approved Assignee"): (a) such Approved Assignee shall become the new Developer; (b) all of the obligations and responsibilities of the "Developer" as herein set forth shall devolve upon and be assumed by such Approved Assignee; (c) the assignor-Developer as herein defined shall be released from all such obligations upon such assignment, and shall be exculpated from any personal liability or continuing obligation to perform the commitments and obligations set forth herein with respect to future obligations of the Developer; and (d) the Village will look solely to such Approved Assignee for the future performance of obligations arising under this Agreement. After such assignment, the term "Developer" shall mean such Approved Assignee.

46. No Threat to Public Health or Safety.

Notwithstanding any language or this Agreement to the contrary, the Developer shall neither do nor permit any other person to do anything in connection with the performance of the Developer's obligations under this Agreement which poses a threat to the public health or safety.

47. Good Faith and Fair Dealing.

The parties shall deal with one another fairly and in good faith. If this Agreement provides that an approving party may grant or withhold its approval or consent in its sole and absolute judgment or discretion, such approval or consent may be unreasonably withheld or conditioned and the approving party shall not be obligated to state the reasons for withholding its approval. If this Agreement does not expressly provide that an approving or consenting party may grant or withhold its approval in its sole and absolute judgment or discretion, the approving party shall not unreasonably withhold, condition or delay its approval.

48. Memorandum of Development Agreement.

Promptly after the signing of this Agreement, as a condition subsequent to the Village Board's resolution approving the Final CSM and Final Plat of Condominium, the Developer shall sign the Memorandum of this Agreement for recording in the Office of the Kenosha County Register of Deeds. The Memorandum of Development Agreement is attached hereto and incorporated herein by reference as **Exhibit O**.

49. Entire Agreement.

This Agreement (including the Exhibits) constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, commitments, promises, offers, representations and statements made by or on behalf of the parties with respect to the subject matter of this Agreement.

50. No Rule of Construction Against the Drafter.

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of construction shall be applied against either party as the drafter of this Agreement.

51. Governing Law.

The laws of the State of Wisconsin shall govern all issues relating to this Agreement.

52. Effective Date.

This Agreement shall be effective from and after the time it is executed and delivered by the Developer and the Village (the "Effective Date"); provided, however, the Village shall have the right to revoke this Agreement at any time prior to the recording of the Final CSM and Final Plat of Condominium pursuant to Paragraph 8 hereof. It is understood and agreed that the Village Board's final approval of the Final Plat of Condominium and the Village President's and Village Clerk's certification of the Village Board's final approval of the Final CSM and Final Plat of Condominium shall not be effective until and unless all conditions to such approval are satisfied within seven business days after the Village Board's approval. It is further understood and agreed that if all such conditions are not timely satisfied within such period of seven business days after the Village Board's approval of the Final CSM and Final Plat of Condominium, such approval and certification shall be automatically suspended pending further action by the Village Board notwithstanding any other provision of this Agreement (including Paragraph 53, below).

53. Unavoidable Delay.

If either party is in any way delayed or prevented from performing any of its obligations under this Agreement other than the payment of money, due to fire, act of God, governmental act or failure to act, civil disorder, riots, insurrections, war, fuel shortages, failure of power, accidents, casualties, adverse weather conditions, strike, labor dispute, inability to procure materials, acts of the other party or the other party's agent or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events), then the party so delayed or prevented from performing its obligations under this Agreement shall not be deemed in default under this Agreement and the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention. Lack of available funds, regardless of the reason, shall never be deemed to constitute a cause beyond a party's reasonable control.

54. Incorporation of Recitals.

The recital paragraphs set forth at the beginning of this Agreement are incorporated as a part of this Agreement as though fully set forth herein.

IN WITNESS WHEREOF, the Developer and the Village have caused this Agreement to be signed in duplicate originals by their duly authorized representatives on this _____ day of _____, 2019.

VILLAGE OF PLEASANT PRAIRIE

HARPE DEVELOPMENT, LLC

By: _____
John P. Steinbrink,
Village President

By: _____
Dustin Harpe
Managing Member

ATTEST:

By: _____
Jane M. Snell
Village Clerk

[Notary seals appear on next page.]

STATE OF WISCONSIN)
)SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me this ____ day of _____, 2019 in Pleasant Prairie, WI by **Dustin Harpe**, Managing Member, Harpe Development, LLC.

Print Name: Jean M. Werbie-Harris
Notary Public: Kenosha County, State of Wisconsin
My Commission expires: 12-17-2021

STATE OF WISCONSIN)
)SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me this ____ day of _____, 2019 in Pleasant Prairie, WI by **John P. Steinbrink**, Village President and **Jane C Snell**, Village Clerk.

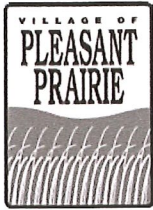
Print Name: Jean M. Werbie-Harris
Notary Public: Kenosha County, State of Wisconsin
My Commission expires: 12/17/2021

This Agreement drafted by:

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

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1, 2 3 AND 4 OF CERTIFIED SURVEY MAP # _____, RECORDED AS
DOCUMENT # _____, LOCATED IN THE NORTHEAST ONE-QUARTER OF
THE NORTHWEST ONE-QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 27,
TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN
THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS
APPROXIMATELY _____, MORE OR LESS.



FINAL PLAT AND FINAL CONDOMINIUM PLAT APPLICATION

RECEIVED

MAR 29 2019

PLEASANT PRAIRIE

Development Name: Green Bay Trail Condominium

General Location of Development: SE corner of STH 165 and Old Green Bay Rd.

Tax Parcel Number(s): See Attached

Number of Lots: 4 Number of Outlots: 0

Size of Development: 14 Acres acres. Zoning District(s): R-10 PUD

Select All that Apply:

- ☒ The Development abuts or adjoins State Trunk Highway 165
- ☐ The Development abuts or adjoins County Trunk Highway _____
- ☐ The Development abuts the Kenosha County Bike Trail

Number of Copies Submitted: 24 (See below for required number)

Plat Copies required	# of Copies	To be Sent by the Village to:
All Plat	3	Village Staff
All Plats	1	Building Inspection Dept. for address map
All Plats	3	Kenosha County Planning and Development
All Plats	2	Kenosha County Division of Highways
All Plats	2	Wisconsin Department of Commerce*
If Development abuts/adjoins a STH	3	Wisconsin Department of Transportation
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
All Plats	1	Pleasant Prairie Post Office

* 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 Final Plat
- ☒ Final Plat application fee
- ☒ 3 sets of Final Engineering Plans, Profiles and Specifications and a PDF copy
- ☒ 3 sets of Landscape Plans and a PDF copy
- ☐ 3 sets of Street Lighting Plan and a pdf copy
- ☐ 3 sets of Signage Plans and a pdf copy
- ☒ Ownership and Operating Documents and a PDF copy - *Previously submitted*
- ☒ Declarations of Covenants, Restrictions and Easements and a PDF copy
- ☒ Articles of Incorporation for the Neighborhood Association and a PDF copy
- ☒ By-Laws and a PDF copy
- ☐ Contracts, Performance Bonds and Certificate of Insurance and a PDF copy
- ☐ PDF color rendering of the Final Plat, Landscape Plans and any other renderings to explain the project
- ☐ Any other information as specified by the Village

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 Final 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: Dustin Harpe
Harpe Development
Signature: [Signature]
Address: 8501 75th Street
Kenosha WI 53142
(City) (State) (Zip)
Phone: 262-694-1677
Fax: _____
Email: sales@harpedevelopment.com
Date: _____

APPLICANT/AGENT:

Print Name: Nancy Washburn
Signature: [Signature]
Address: 7450 County Line Rd
Mt. Pleasant WI 53403
(City) (State) (Zip)
Phone: 262-818-1836
Fax: _____
Email: nancylynnwashburn@gmail.com
Date: 3/29/2019

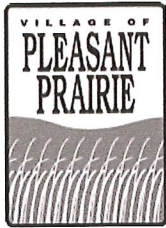
DEVELOPER:

Print Name: Same as Owner
Signature: _____
Address: _____

(City) (State) (Zip)
Phone: _____
Fax: _____
Email: _____
Date: _____

RECEIVED

MAR 29 2019



CERTIFIED SURVEY MAP APPLICATION PLEASANT PRAIRIE

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: southeast corner of Hwy 165 & Old Green Bay Rd.
 Legal Description: See Attached
 Tax Parcel Number(s): See Attached
 Existing Zoning District(s): R-10-PUD

Select all that apply:

- ☒ The property abuts or adjoins State Trunk Highway Hwy 165
- ☐ 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: Harpe Development
 Signature: [Signature]
 Address: 8501 75th Street
Kenosha WI 53
 (City) (State) (Zip)
 Phone: 262-694-1677
 Fax: _____
 Email: sales@harpedevelopment.com
 Date: March 29, 2019

APPLICANT/AGENT:

Print Name: Nancy Washburn
 Signature: [Signature]
 Address: 7450 County Line Rd
Mt. Pleasant WI 534
 (City) (State) (Zip)
 Phone: 262-818-1836
 Fax: _____
 Email: nancylynnwashburn@gmail.com
 Date: March 29, 2019

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

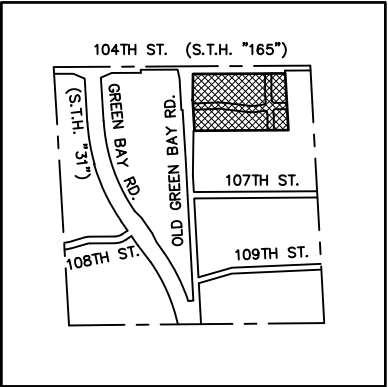
PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE RD., SUITE 100
WAUKESHA, WISCONSIN 53188
262.513.0666 PHONE | 262.513.1232 FAX

PREPARED FOR:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

NOTE: CERTIFIED SURVEY MAP NO. 2574
WAS RECORDED IN KENOSHA COUNTY
REGISTER OF DEEDS OFFICE ON JUNE 22,
2007, AS DOCUMENT NO. 1525025.



LOCATION MAP
NW 1/4 SEC. 27, T1N, R22E
SCALE 1" = 2000'

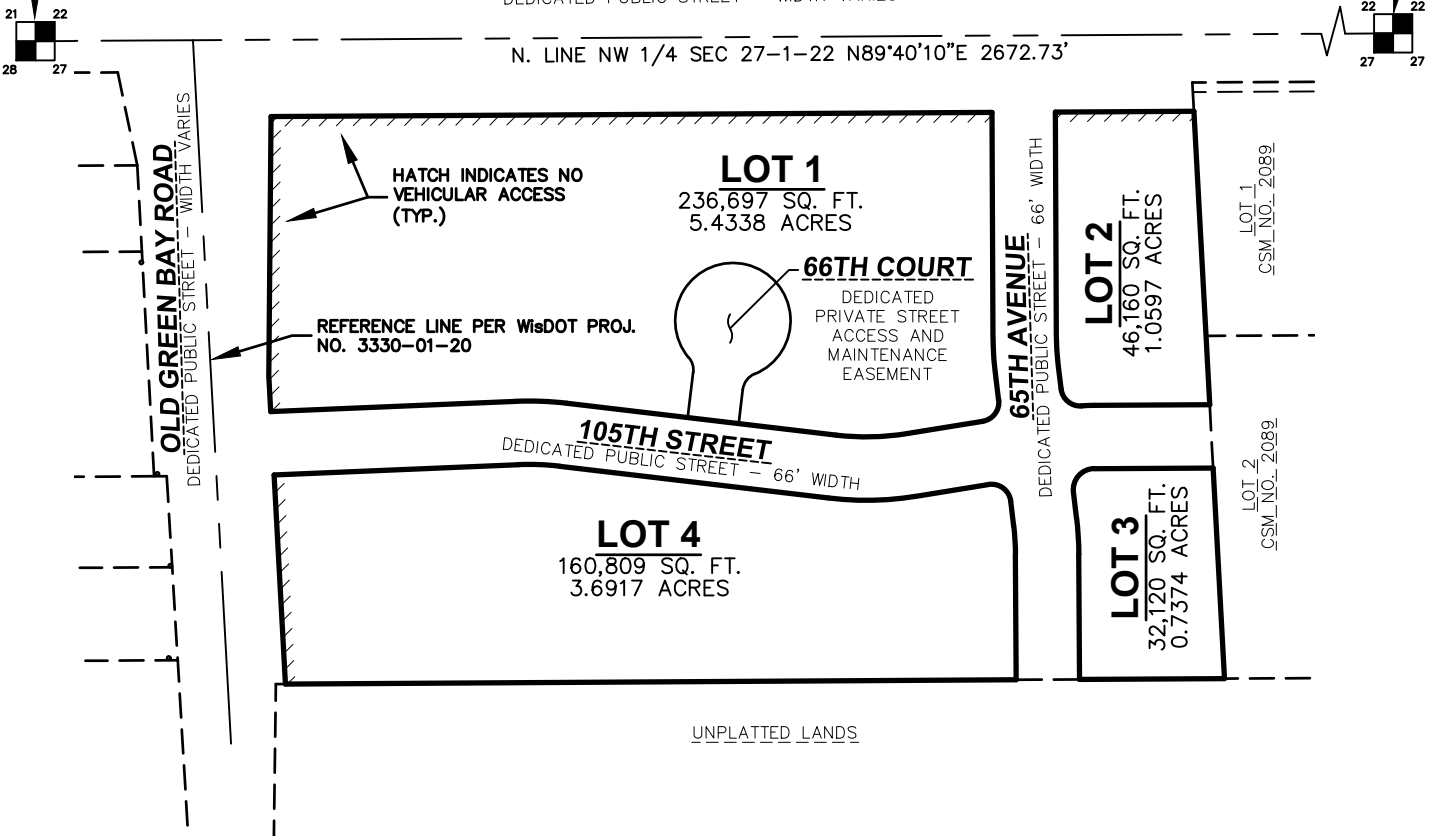
RECORDING STAMP:

NW COR OF
NW 1/4 OF
SEC. 27-1-22
CONC. MON. W/
BRASS CAP
N 197,794.54
E 2,567,904.90 } GRID

NE COR OF
NW 1/4 OF
SEC. 27-1-22
CONC. MON. W/
BRASS CAP
N 197,809.96
E 2,570,577.64 } GRID

104TH STREET - S.T.H. "165"
DEDICATED PUBLIC STREET - WIDTH VARIES

N. LINE NW 1/4 SEC 27-1-22 N89°40'10"E 2672.73'



SCALE IN FEET



LEGEND:

● 3/4" REBAR - FOUND

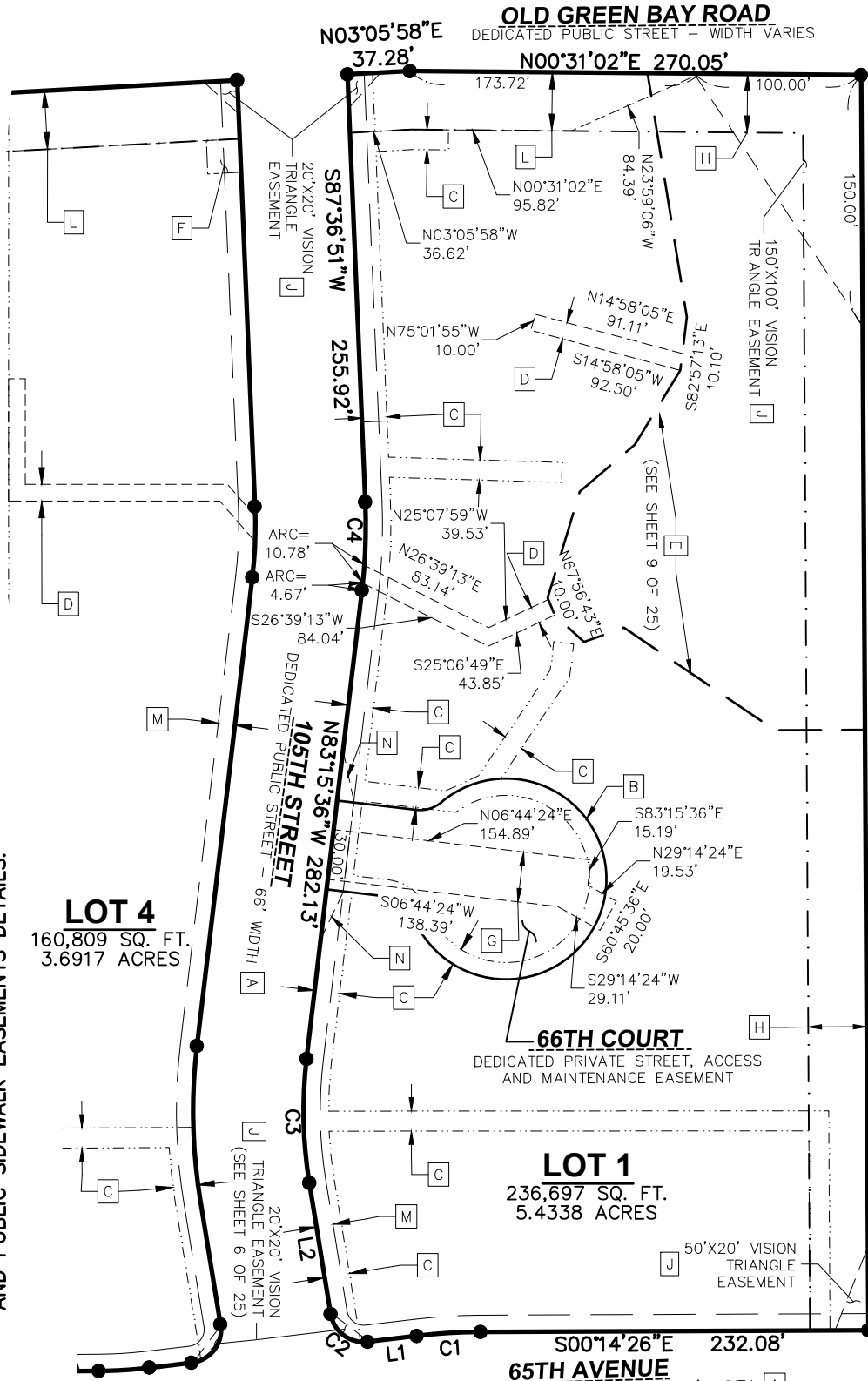
BEARING BASIS
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE. THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH,
RANGE 22 EAST WAS USED AS NORTH 89°40'10" EAST
PROJECT CONVERSION FACTOR: GRID/1.0000045 = GROUND
SUBJECT TO EASEMENTS OF RECORD.
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

SEE SHEET 2 THRU 9 FOR LOT AND EASEMENT DETAILS

DATED THIS _____ DAY OF JULY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



104TH STREET - S.T.H. "165"
DEDICATED PUBLIC STREET - WIDTH VARIES

N. LINE NW 1/4 SEC 27-1-22 N89°40'10"E 2672.73'

N89°40'10"E 750.81'

LEGEND:

● 3/4" REBAR - FOUND

SEE SHEETS 6 AND 7 OF 25 FOR CURVE DATA AND LINE TABLE DATA

DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM

SEE SHEET 8 OF 25 FOR UTILITY, MONUMENT SIGNAGE, AND PUBLIC SIDEWALK EASEMENTS DETAILS.

LOT 4
160,809 SQ. FT.
3.6917 ACRES

LOT 1
236,697 SQ. FT.
5.4338 ACRES

SCALE IN FEET



- A DEDICATED PUBLIC STREET
- B DEDICATED PRIVATE STREET, ACCESS AND MAINTENANCE EASEMENT
- C DEDICATED 12' OR 15' UTILITY, ACCESS AND MAINTENANCE EASEMENT
- D DEDICATED 10', 20', 25', 30', 32', OR 35' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- E DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT
- F DEDICATED MONUMENT SIGNAGE, ACCESS AND MAINTENANCE EASEMENT
- G DEDICATED PUBLIC 30' WATER MAIN AND SANITARY SEWER MAIN, ACCESS AND MAINTENANCE EASEMENT
- H DEDICATED 35' LANDSCAPING, ACCESS AND MAINTENANCE EASEMENT

- I DEDICATED TREE PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT
- J DEDICATED 20'X20', 50'X20', OR 150'X100' VISION TRIANGLE EASEMENT
- K DEDICATED TEMPORARY 10' STREET ACCESS, SNOW STORAGE, ROAD REMOVAL AND MAINTENANCE EASEMENT
- L DEDICATED 25' OR 35' LANDSCAPING, STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- M DEDICATED 10' STREET TREE, ACCESS AND MAINTENANCE EASEMENT
- N DEDICATED PUBLIC SIDEWALK, ACCESS AND MAINTENANCE EASEMENT
- O DEDICATED TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENT

DATED THIS ____ DAY OF JULY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

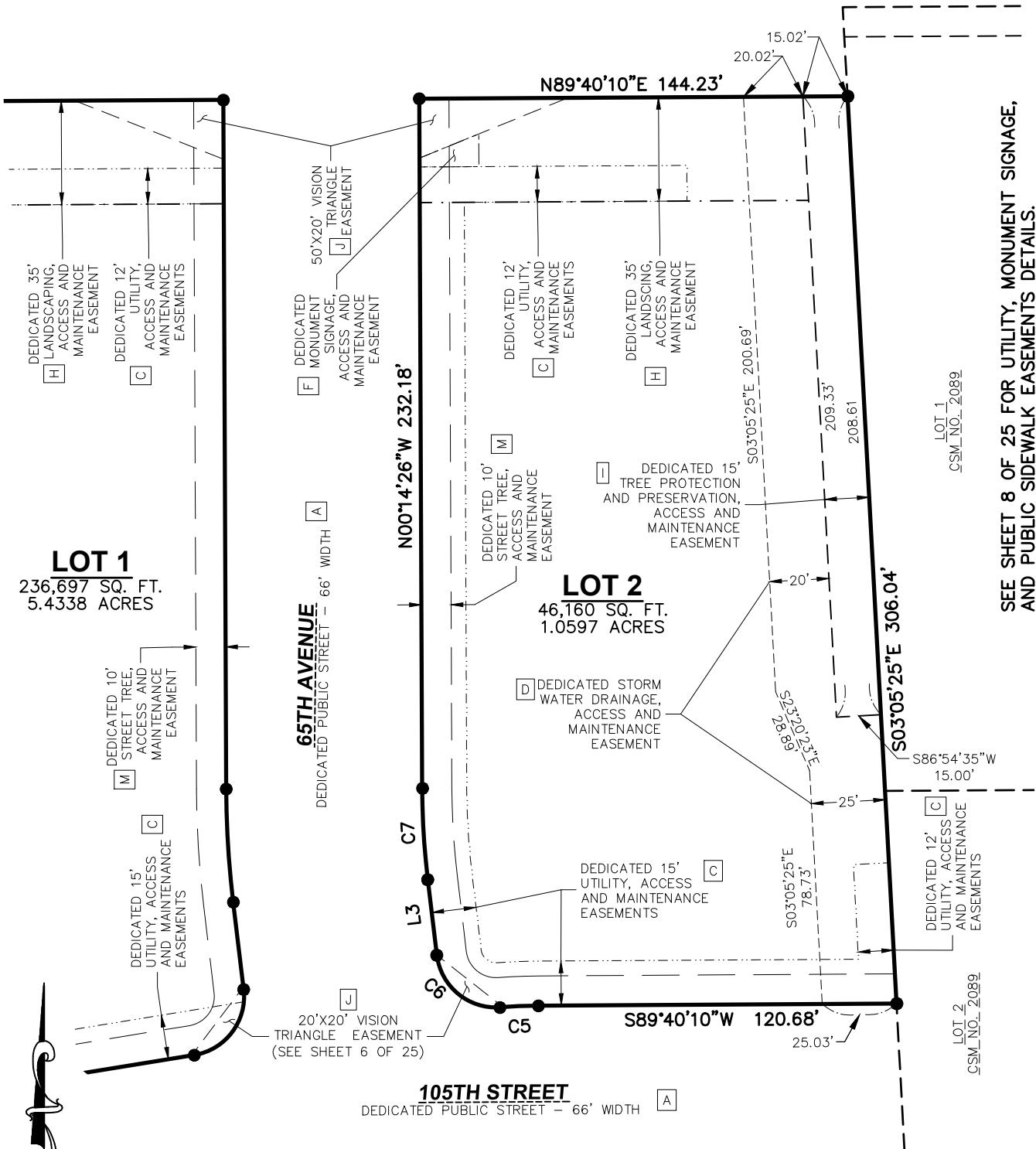
R:\2018\18-8835 Vintage Parc\Drawg\18-8835 CSM.dwg

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

N. LINE NW 1/4 SEC 27-1-22 N89°40'10"E 2672.73'

104TH STREET - S.T.H. "165"
DEDICATED PUBLIC STREET - WIDTH VARIES



SEE SHEET 8 OF 25 FOR UTILITY, MONUMENT SIGNAGE,
AND PUBLIC SIDEWALK EASEMENTS DETAILS.

LEGEND:

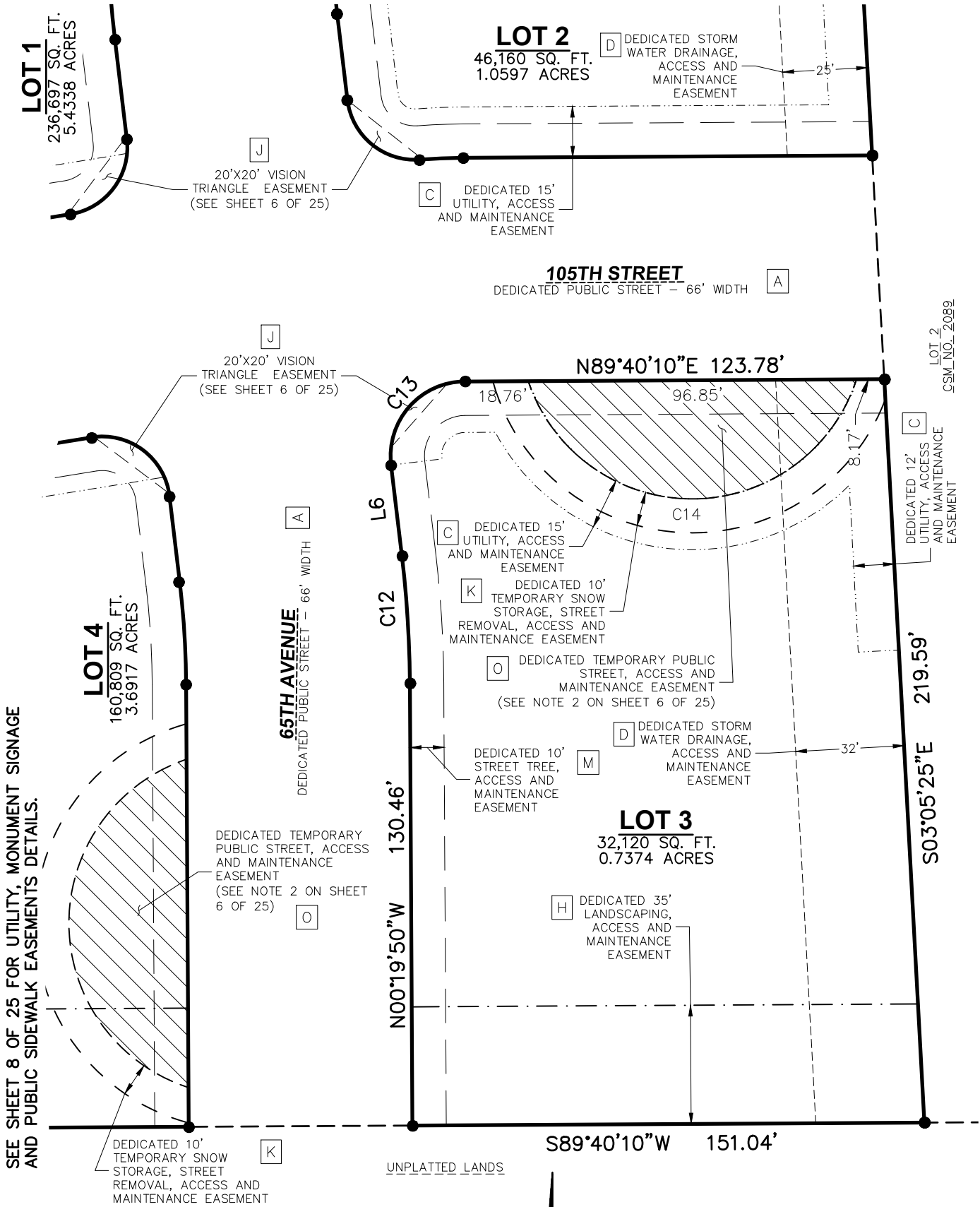
● 3/4" REBAR - FOUND

SEE SHEETS 6 AND 7 OF 25 FOR CURVE DATA
AND LINE TABLE DATA

DIRECT VEHICULAR ACCESS TO 104TH STREET
(S.T.H. "165") & OLD GREEN BAY ROAD IS
PROHIBITED FROM ALL LOTS WITHIN THIS CSM

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LEGEND:
● 3/4" REBAR - FOUND

SEE SHEETS 6 AND 7 OF 25 FOR CURVE DATA AND LINE TABLE DATA

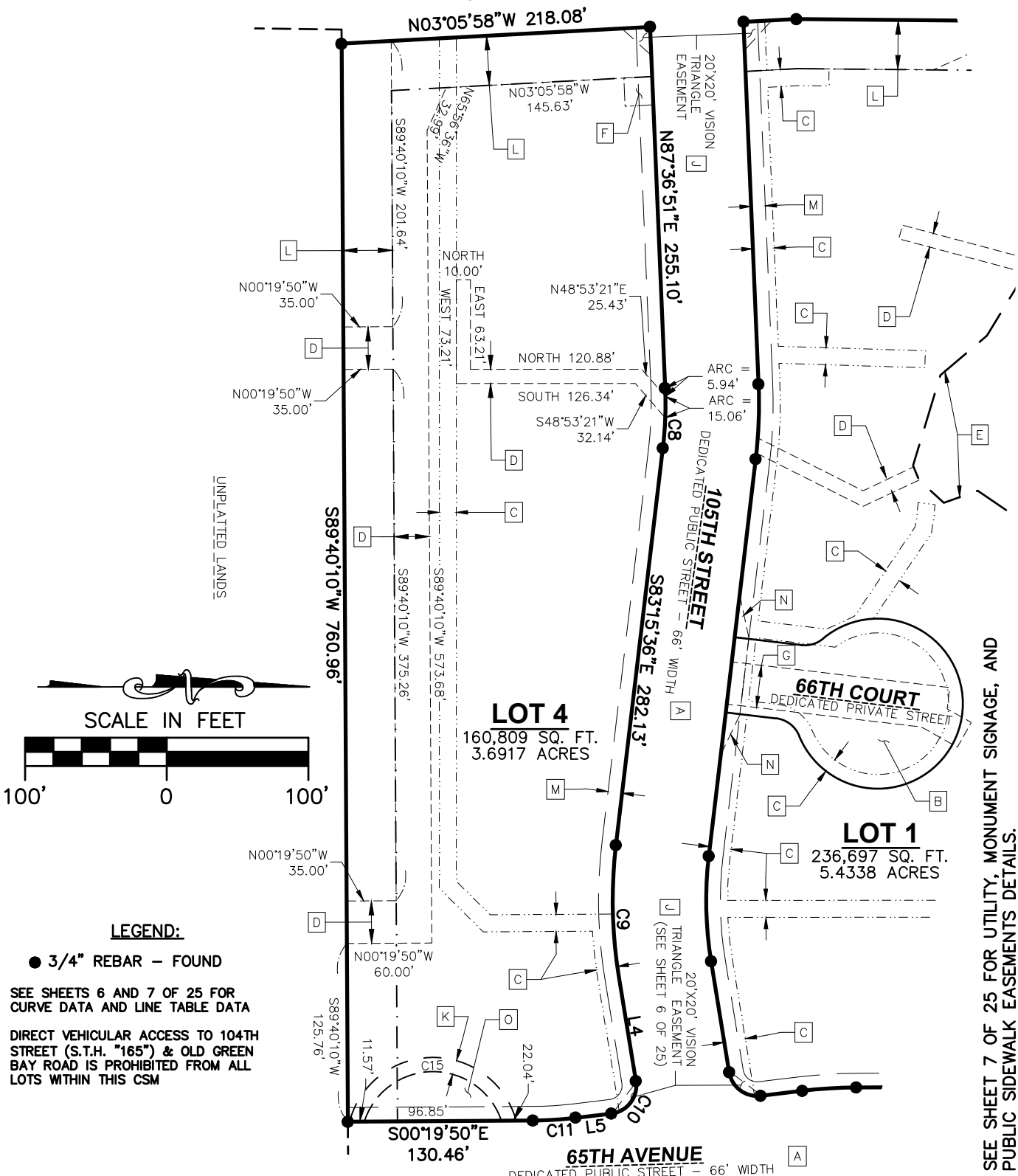
DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM

DATED THIS _____ DAY OF JULY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

OLD GREEN BAY ROAD
DEDICATED PUBLIC STREET - WIDTH VARIES



SEE SHEET 7 OF 25 FOR UTILITY, MONUMENT SIGNAGE, AND PUBLIC SIDEWALK EASEMENTS DETAILS.

- LEGEND:**
- 3/4" REBAR - FOUND
 - SEE SHEETS 6 AND 7 OF 25 FOR CURVE DATA AND LINE TABLE DATA
 - DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM
- | | |
|--|---|
| [A] DEDICATED PUBLIC STREET | [I] DEDICATED TREE PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT |
| [B] DEDICATED PRIVATE STREET, ACCESS AND MAINTENANCE EASEMENT | [J] DEDICATED 20'X20', 50'X20', OR 150'X100' VISION TRIANGLE EASEMENT |
| [C] DEDICATED 12' OR 15' UTILITY, ACCESS AND MAINTENANCE EASEMENT | [K] DEDICATED TEMPORARY 10' STREET ACCESS, SNOW STORAGE, ROAD REMOVAL AND MAINTENANCE EASEMENT |
| [D] DEDICATED 10', 20', 25', 30', 32', OR 35' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT | [L] DEDICATED 25' OR 35' LANDSCAPING, STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT |
| [E] DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT | [M] DEDICATED 10' STREET TREE, ACCESS AND MAINTENANCE EASEMENT |
| [F] DEDICATED MONUMENT SIGNAGE, ACCESS AND MAINTENANCE EASEMENT | [N] DEDICATED PUBLIC SIDEWALK, ACCESS AND MAINTENANCE EASEMENT |
| [G] DEDICATED PUBLIC 30' WATER MAIN AND SANITARY SEWER MAIN, ACCESS AND MAINTENANCE EASEMENT | [O] DEDICATED TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENT |
| [H] DEDICATED 35' LANDSCAPING, ACCESS AND MAINTENANCE EASEMENT | |

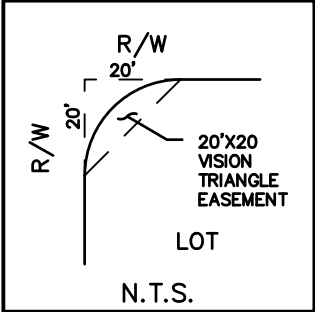
CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57'	20.00'	S36°58'13.5"W	27.68'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	15°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	S87°38'45"W	12.79'	3°44'16"
C6	30.51'	20.00'	N50°31'04"W	27.64'	87°24'38"
C7	30.63'	267.00'	N03°31'35.5"W	30.61'	6°34'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	15°59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21'	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67'	333.00'	N03°34'18"W	37.65'	6°28'56"
C13	37.05'	22.00'	N41°25'42"E	32.82'	96°28'56"
C14	127.67'	51.00'	N89°40'10"E	96.85'	143°25'56"
C15	127.67'	51.00'	S00°19'50"E	96.85'	143°25'56"
C16	55.43'	348.00'	S87°49'22.5"E	55.37'	9°07'33"
C17	262.63'	60.00'	S57°37'47"E	97.82'	250°47'48"
C18	21.30'	20.00'	S37°15'16"W	20.31'	61°01'42"
C19	29.60'	252.00'	S86°37'31.5"E	29.59'	6°43'51"
C20	28.70'	252.00'	N84°01'00.5"E	28.69'	6°31'35"
C23	248.57'	50.00'	S74°39'00.5"E	60.99'	284°50'15"
C24	31.95'	30.00'	S37°15'16"W	30.47'	61°01'42"
C26	28.91'	252.00'	S03°31'35.5"E	28.89'	6°34'19"
C27	7.63'	5.00'	S50°31'04"E	6.91'	87°24'38"
C28	13.79'	211.10'	N87°38'55"E	13.79'	3°44'36"
C29	44.08'	327.44'	N84°34'40"E	44.04'	7°42'46"
C31	26.36'	20.00'	S61°29'06.5"E	24.49'	75°31'21"
C33	16.34'	20.00'	N16°40'00.5"W	15.89'	46°48'49"
C34	301.43'	60.00'	S76°09'09.5"E	70.67'	287°50'31"
C35	21.30'	20.00'	S37°15'16"W	20.31'	61°01'42"

GENERAL NOTES:

1. DEVELOPMENT WILL BE SERVED BY PUBLIC SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. DEDICATED TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENTS SHALL BE VACATED AND RELEASED IN WRITING BY THE VILLAGE UPON THE DEVELOPER'S EXTENSION, CONSTRUCTION, DEDICATION AND ACCEPTANCE OF PUBLIC ROADWAYS IMPROVEMENTS.
3. ALL ROAD RIGHTS-OF-WAY WERE PREVIOUSLY DEDICATED TO THE PUBLIC.
4. ALL UTILITIES WITHIN THIS CERTIFIED SURVEY MAP SHALL BE INSTALLED UNDERGROUND.
5. TYPICAL 20'X20' VISION TRIANGLE EASEMENT ON CURVED LOT CORNER:



CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

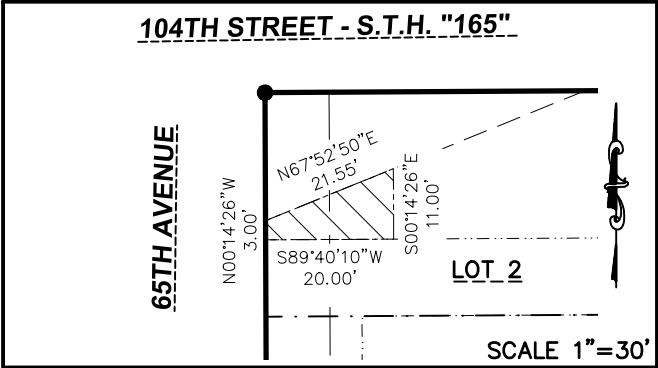
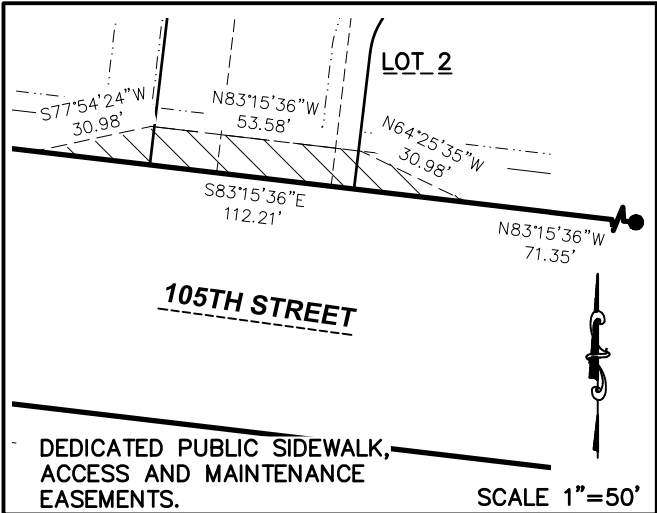
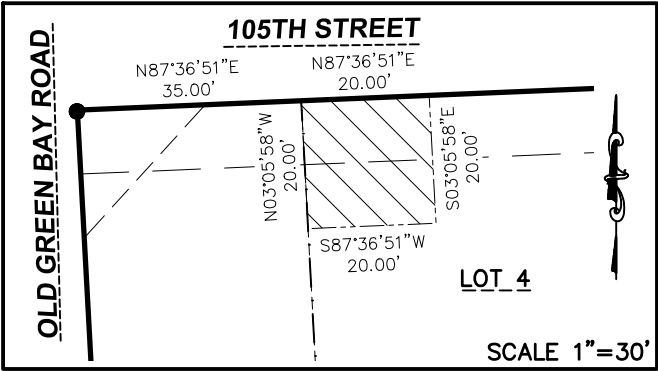
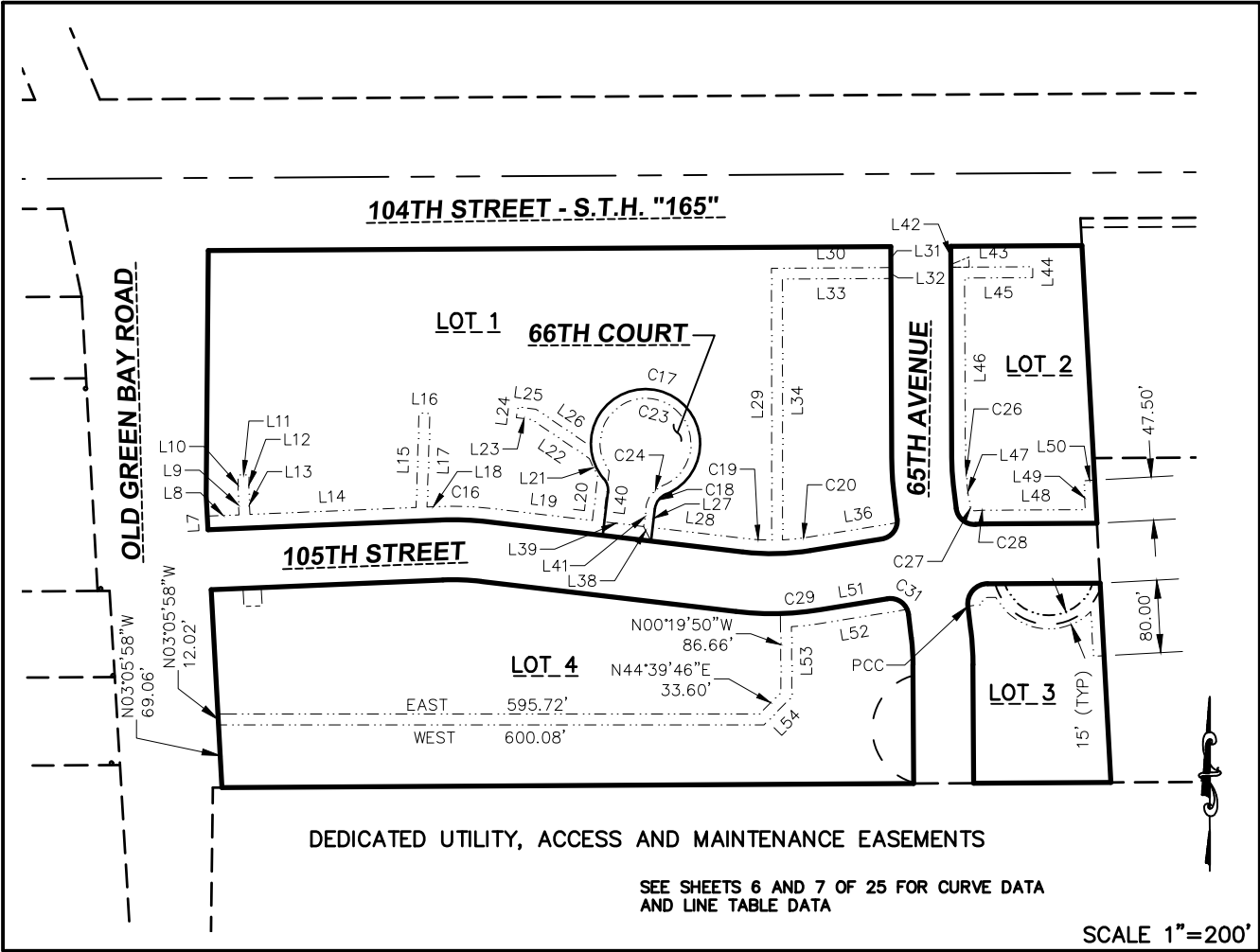
LINE TABLE		
LINE	BEARING	LENGTH
L1	S06°48'46"E	29.62'
L2	S80°45'13"W	79.39'
L3	N06°48'46"W	25.86'
L4	N80°45'13"E	74.88'
L5	S06°48'46"E	25.54'
L6	N06°48'46"W	26.97'
L7	N03°05'58"W	15.00'
L8	N87°36'51"E	35.00'
L9	N03°05'58"W	21.62'
L10	N00°31'02"E	22.38'
L11	S89°28'58"E	12.00'
L12	S00°31'02"W	22.00'
L13	S03°05'58"E	21.39'
L14	N87°36'51"E	182.97'
L15	N01°44'35"E	103.89'
L16	S88°15'25"E	12.00'
L17	S01°44'35"W	103.02'
L18	N87°36'51"E	14.10'
L19	S83°15'36"E	113.27'
L20	N06°42'53"E	48.69'
L21	N24°33'33"W	21.69'
L22	N55°49'59"W	76.41'
L23	N82°43'50"W	17.17'
L24	N07°16'10"E	12.00'
L25	S82°43'50"E	20.04'
L26	S55°49'59"E	73.30'
L27	S06°44'24"W	20.81'
L28	S83°15'36"E	102.05'
L29	N00°02'05"W	299.17'
L30	N89°40'10"E	131.39'
L31	S00°14'26"E	23.00'
L32	S00°14'26"E	12.00'
L33	S89°40'10"W	119.43'
L34	S00°02'05"E	286.95'
L36	N80°45'13"E	98.75'
L38	N26°57'00"W	18.03'
L39	N83°15'36"W	44.81'
L40	N06°42'53"E	56.19'
L41	S06°44'24"W	20.81'
L42	S00°14'26"E	23.00'
L43	N89°40'10"E	90.00'
L44	S00°19'50"E	12.00'
L45	S89°40'10"W	75.02'

LINE TABLE		
LINE	BEARING	LENGTH
L46	S00°14'26"E	197.20'
L47	S06°48'46"E	25.86'
L48	N89°40'10"E	107.97'
L49	N03°05'25"W	31.90'
L50	N86°54'35"E	12.00'
L51	N80°45'13"E	74.88'
L52	S80°45'13"W	94.25'
L53	S00°19'50"E	77.08'
L54	S44°39'46"W	43.59'

CERTIFIED SURVEY MAP No. _____

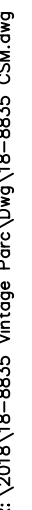
LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

THIS SHEET IS EXCLUSIVELY FOR UTILITY (AT&T, SPECTRUM, TIME-WARNER AND WE ENERGIES) AND SIGNAGE EASEMENTS DETAILS ONLY.



DEDICATED MONUMENT SIGNAGE, ACCESS AND MAINTENANCE EASEMENTS.

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



CERTIFIED SURVEY MAP No. _____

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DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street (A) on this CSM (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the previous land owner with additional easements granted by Harpe Development, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by this Certified Survey Map (CSM) for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way 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, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of _____ (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-ways; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots 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 any of the Lots, 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 improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lanes, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be constructed by the Developer and inspected by, dedicated to and accepted by the Village.

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

2. A perpetual nonexclusive easement coextensive with the cul-de-sac area shown as a Dedicated Private Street, Access and Maintenance Easement (B) on this CSM as 66th Court is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the construction, installation, repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage 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 easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the Private Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage 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 (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to the Private Street for the required repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation: pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations 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 easement interest in the Private Street Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots 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, snowplowing, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, private storm water and drainage system improvements, mailboxes, sidewalks, street trees, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements and public water system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 12' or 15' Utility, Access and Maintenance Easement (C) areas on this CSM were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, AT&T, Spectrum and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by this CSM for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (or portions thereof) shown on this CSM and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communication 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 within the utility easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communication Grantees, unless a separate agreement is entered into between the Grantor and the Grantees that transfers the responsibilities to the Utility and Communication Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements 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.

4. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement (D) areas on this CSM were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, private drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the private Dedicated 10', 20', 25', 30', 32', & 35' 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 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 of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.

CERTIFIED SURVEY MAP No. _____

**LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST
1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE
OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

5. A nonexclusive easement coextensive with the area shown as a Dedicated for Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement (E) to the Condominium Owner's Association on this CSM was dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage and retention basin easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. 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.

The Developer shall be responsible for all costs associated with the construction and maintenance of all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on this CSM or as may be required by applicable Village Ordinances.

6. Easements coextensive with each area shown on this CSM as a Dedicated Monument Signage, Access and Maintenance (F) Easement is hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
7. The fee interest in the Common Areas shown on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by this CSM. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, tree protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on this CSM, hereby granted to the Village for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for tree protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

8. An easement coextensive with a permanent Dedicated Public 30' Water Main and Sanitary Sewer Main, Access and Maintenance Easement (G) shown on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for water and sanitary sewer system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. This public water main and sanitary sewer main easement shall be exclusive, except for: (1) the Developer's temporary easement for the construction, installation, repair, alteration, replacement and maintenance activities for the public water and 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; (3) such use, planting, care, and driveway maintenance of the easement area by the Condominium Association on which the easement is located as will not interfere with the public water main and sanitary sewer system improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this water main and sanitary sewer main easement and the rights of the Developer or of Condominium Association with respect to the Dedicated Public 30' Water Main and Sanitary Sewer Main, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior.
9. Nonexclusive easements coextensive with the Dedicated 35' Landscaping, Access and Maintenance Easement (H) areas shown this CSM were dedicated, given, granted and conveyed by the Developer to the Village by this CSM for grading, berming, landscaping and planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.
10. Nonexclusive easements coextensive within each area shown as Dedicated Tree Protection and Preservation, Access and Maintenance Easement (I) areas on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for tree protection, maintenance, and replanting purposes and uses and for related ingress and egress.
11. Nonexclusive easements coextensive with Dedicated 20'x20', 50'x20', and 150'x100' Vision Triangle Easement (J) areas shown on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, or shelters that are permitted within the vision triangle easement between the heights of two feet and ten feet unless approved by the Village or Wisconsin Department of Transportation as it applies to State Trunk Highway 165. This restriction is for the benefit of the public and shall be enforceable by the Village.
12. Easements coextensive with the areas shown as Dedicated Public Streets on this CSM were dedicated, given, granted and conveyed by the Village to the Developer by this CSM for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, 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 and maintenance of the easement area by the Condominium Units within Lots 1, 2, 3, and 4 shown on this CSM or other future roadway, street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST
1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE
OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

13. Temporary easements coextensive with the areas shown as Dedicated Temporary 10' Street Access, Snow Storage, Road Removal and Maintenance Easements (K) around the circumference of the 65th Avenue and 105th Street cul-de-sacs on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the snow storage, the repair, alteration, replacement, maintenance and removal of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping, and for all related ingress and egress. Such easements are subject to the following: (1) a temporary nonexclusive easement coextensive within the easement area, hereby retained by the Developer for the snow storage and construction, installation, repair, replacement and maintenance of such street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage 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 (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, Inc. or Owners of the Lots shown on this CSM which are adjacent to the street for the required snow storage, repair, alteration, replacement, planting and maintenance of street improvements, uses and purposes, including, without limitation: pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations 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 easement interest in the Temporary 10' Street Access, Snow Storage, Road Removal and Maintenance Easements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.
14. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement (L) areas on this CSM were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for grading, berming, landscaping, planting, storm water management, and drainage purposes, private drainage ways, and for all related ingress and egress, construction, installation, repair, alteration, replacement, landscaping, and maintenance activities. These landscaping and storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the private Dedicated 25' or 35' Landscaping, 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 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 of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.
15. Nonexclusive easements coextensive with the Dedicated Street Tree, Access and Maintenance Easement (M) areas shown this CSM were dedicated, given, granted and conveyed by the Developer to the Village by this CSM for tree planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.

CERTIFIED SURVEY MAP No. _____

**LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST
1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE
OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

16. A perpetual nonexclusive easement coextensive with the sidewalk area shown as a Dedicated Public Sidewalk, Access and Maintenance Easement (N) on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, sidewalks, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the public sidewalk, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public sidewalk improvements, uses and purposes, including, without limitation, sidewalks, landscaping, and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to the public sidewalk for the required repair, alteration, replacement, planting and maintenance of public sidewalk improvements, uses and purposes, including, without limitation: sidewalks, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks (all subject to the rights but not the obligations 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 easement interest in the Public Sidewalk Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots 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, snowplowing, and maintenance of the Public Sidewalk Improvements and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements and public water system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

17. A perpetual nonexclusive easement coextensive with the cul-de-sac area shown as a Dedicated Temporary Public Street, Access and Maintenance Easement (O) on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns 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, street lights, sanitary sewerage 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 easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the temporary Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage 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 (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to the Temporary Public Street for the required repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation: pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations 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 easement interest in the Private Street Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots 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, snowplowing, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, private storm water and drainage system improvements, mailboxes, sidewalks, street trees, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements and public water system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. Harpe Development, LLC (together with its successors, assigns and successors-in-title of the property referred to as the “Developer”) hereby covenants that the Green Bay Trail Condominium Owners Association, Inc. (the “Condominium Association”) shall have the obligation of maintaining the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, removing of sediment and re-grading the retention basin to the original design depth and volume of water storage, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage and retention basin easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water Drainage, Retention Basin, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, retention basin, maintenance activities, the Owner, which may be the Developer or 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 its rights granted to it in the dedication statements on this CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement areas on this CSM that were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, private drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the private Dedicated 10', 20', 25', 30', 32', & 35' 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 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 of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, swale maintenance or landscaping restoration, or maintenance activities, the Owner, which may be the Developer or 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 its rights granted to it in the dedications statements 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 No. _____

**LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST
1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE
OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

RESTRICTIVE COVENANTS (con't)

3. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any Common Area maintenance activities, the owner which may be the Developer or 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 its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

4. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Tree Protection and Preservation Easement areas shown on this CSM. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Tree Protection and Preservation Maintenance obligations upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By-Laws and Condominium Declaration for a penalty for cutting or damaging the trees, if any.

To the extent that the Village performs any Tree Protection or Preservation maintenance activities, the owner which may be the Developer or 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 its rights granted to it in the dedications statements 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 No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS (con't)

5. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the sidewalks, street trees and grassy areas planted in the Dedicated Public Street along 105th Street and 65th Avenue within this Condominium Development and 104th Street and Old Green Bay Road located outside of but adjoining this Condominium Development. Such maintenance shall include, without limitation and as needed: watering, pruning, trimming, cutting, re-staking, placing mulch around the street trees and weeding to prevent nuisance conditions; the mowing and watering in the grassy terrace areas of the street yard area located between the street pavement and the right-of-way line and the ice removal and snowplowing of the public sidewalks. No driveways, fences, signage or structures shall be erected which damages the street trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right-of-way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such sidewalk snow removal or maintenance, street tree or street yard maintenance activities, the Lot Owners, which may be the Developer or 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 its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

6. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the lot owners, which may be the Developer or 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 its rights granted to it in the dedications statements 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 No. _____

**LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST
1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE
OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

RESTRICTIVE COVENANTS (con't)

7. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement, the Dedicated 10' Street Tree, Access and Maintenance Easement, and the Dedicated 35' Landscaping, Access and Maintenance Easement areas located on this CSM in a functional, neat and nuisance free condition for landscaping/screening purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water Drainage, Access and Maintenance Easement, the Dedicated 10' Street Tree, Access and Maintenance Easement, and the Dedicated 35' Landscaping, Access and Maintenance Easement areas obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping or storm water drainage, or street tree maintenance activities, the Owner, which may be the Developer or 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 66.027 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

8. The Developer covenants that the 30' Dedicated Public Water Main and Sanitary Sewer Main, Access and Maintenance Easement shown in 66th Court on this CSM hereby places a restrictions because of the location of this water main and sanitary sewer main easement which was given, granted and conveyed by the Developer to the Village for public water and public sanitary sewer purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of private roadway, private driveways, or landscaping within the water main and sanitary sewer main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and sanitary sewer main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private roadway, private driveways, or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village.

9. The Developer covenants that the 20' x 20', 50' x 20' and 150' x 100' Vision Triangle Easement areas shown on this CSM places restriction on said area in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2' and 10' unless approved by the Village and/or the Department of Transportation (WI DOT) as it applies to State Trunk Highway 165. This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS (con't)

10. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated Monument Signage, Access and Maintenance Easement areas on this CSM that were dedicated, given, granted and conveyed by the Developer to the Village on this CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to monument signage improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the lot owners, which may be the Developer or 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 its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

[illegible]

Rizal W. Iskandarsjach, P.L.S.
Professional Land Surveyor, S-2738

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST
1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE
OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

HARPE DEVELOPMENT, LLC, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping.

HARPE DEVELOPMENT, LLC

Dustin R. Harpe
Managing Member

Date

Cory Harpe
Member

Date

State of Wisconsin) SS
County of Kenosha)

Personally came before me this _____ day of _____, 2019, the above named _____,
_____, and _____, _____, of the above named limited liability
company, to me known to be such _____ and _____ of said limited liability company, and
acknowledged that they executed the foregoing instrument as such officers as the deed of said limited liability company by
its authority.

Notary Public, _____ County, _____

My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE CERTIFICATE

Community State Bank, Union Grove, a corporation duly organized and existing under and virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, mapping, and dedication of the land described on this CSM, and does hereby consent to the above certificate of Dustin R. Harpe and Cory Harpe, members of Harpe Development, LLC.

In witness hereof, the said Community State Bank, Union Grove has caused these presents to be signed this _____ day of _____ 2019.

(signature)

(print name)

(title)

State of Wisconsin) SS
County of Kenosha)

Personally came before me this _____ day of _____, 2019, the above named _____,
_____, and _____, _____, of the above named corporation, to me
known to be such _____ and _____ of said corporation, and acknowledged that they executed
the foregoing instrument as such officers of said corporation by its authority.

Notary Public, _____ County, _____

My Commission Expires _____

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST
1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE
OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

VILLAGE PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this _____ day
of _____, 2019.

Michael J. Serpe
Chairman of Village Plan Commission

VILLAGE BOARD CERTIFICATE

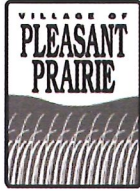
Resolved that this Certified Survey Map being a redivision of Lot 1, 2, 3, and 4 of Certified Survey Map No. 2574, located in
the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha
County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the
Village Board of Trustees of the Village of Pleasant Prairie, on this _____ day of _____, 2019.

John P. Steinbrink
Village President

Jane C. Snell
Village Clerk

RECEIVED

MAR 29 2019



ZONING TEXT AMENDMENT APPLICATION

PLEASANT PRAIRIE

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

Property Location: Southeast corner of Hwy 165 and Old Green Bay Rd

Legal Description: See Attached

Tax Parcel Number(s): See Attached

Amend Section(s): Section 420 Appendix C of the Village Zoning Ordinance

Purpose of Zoning Text Amendment:

This zoning text amendment is to create a new PUD Ordinance for the Green Bay Trail condominium. the previously created PUD for Vintage Parc will be replaced by this new PUD.

If a Planned Unit Development is proposed include a letter indicting the dimensional variations being requested a statement of Community Benefit as required by Chapter 420 of the Village Municipal Code

If another type of Zoning Text Amendment is being proposed, then include the proposed language of the Zoning Text Amendment being requested.

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

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

PROPERTY OWNER:

Print Name: Harpe Development

Signature: Dustin Harpe

Address: 8501 75th Street

Kenosha WI 53142

(City) (State) (Zip)

Phone: 262-694-1677

Fax: _____

Email: sales@harpedevelopment.com

Date March 29, 2019

APPLICANT/AGENT:

Print Name: Nancy Washburn

Signature: Nancy Washburn

Address: 7450 County Line

Mt. Pleasant WI 53403

(City) (State) (Zip)

Phone: 262-818-1836

Fax: _____

Email: nancylynnwashburn@gmail.com

Date March 29, 2019

CODE 1904-001

Attachment To
March 29, 2019
Application

Legal Description

Units 11 through 16 in Building 1, Units 21 through 26 in Building 2, Units 31 through 34 in Building 3, Units 41 through 46 in Building 4, Units 51 through 54 in Building 5, Units 61 through 64 in Building 6, Units 71 through 74 in Building 7, Units 81 through 84 in Building 8, Units 91 through 94 in Building 9, Units 101 through 104 in Building 10, Units 111 through 114 in Building 11, Units 121 through 124 in Building 12, Units 131 through 134 in Building 13, Units 141 through 144 in Building 14, Units 151 through 154 in Building 15, together with said units' undivided interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit) all in Vintage Parc Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Kenosha County, Wisconsin, on June 22, 2007, as Document No. 1525029, said condominium being located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key No.'s: 92-4-122-272-0601 (Unit 11), 92-4-122-272-0602 (Unit 12), 92-4-122-272-0603 (Unit 13), 92-4-122-272-0604 (Unit 14), 92-4-122-272-0605 (Unit 15), 92-4-122-272-0606 (Unit 16), 92-4-122-272-0607 (Unit 21), 92-4-122-272-0608 (Unit 22), 92-4-122-272-0609 (Unit 23), 92-4-122-272-0610 (Unit 24), 92-4-122-272-0611 (Unit 25), 92-4-122-272-0612 (Unit 26), 92-4-122-272-0613 (Unit 31), 92-4-122-272-0614 (Unit 32), 92-4-122-272-0615 (Unit 33), 92-4-122-272-0616 (Unit 34), 92-4-122-272-0617 (Unit 41), 92-4-122-272-0618 (Unit 42), 92-4-122-272-0619 (Unit 43), 92-4-122-272-0620 (Unit 44), 92-4-122-272-0621 (Unit 45), 92-4-122-272-0622 (Unit 46), 92-4-122-272-0623 (Unit 51), 92-4-122-272-0624 (Unit 52), 92-4-122-272-0625 (Unit 53), 92-4-122-272-0626 (Unit 54), 92-4-122-272-0627 (Unit 61), 92-4-122-272-0628 (Unit 62), 92-4-122-272-0629 (Unit 63), 92-4-122-272-0630 (Unit 64), 92-4-122-272-0631 (Unit 71), 92-4-122-272-0632 (Unit 72), 92-4-122-272-0633 (Unit 73), 92-4-122-272-0634 (Unit 74), 92-4-122-272-0635 (Unit 81), 92-4-122-272-0636 (Unit 82), 92-4-122-272-0637 (Unit 83), 92-4-122-272-0638 (Unit 84), 92-4-122-272-0639 (Unit 91), 92-4-122-272-0640 (Unit 92), 92-4-122-272-0641 (Unit 93), 92-4-122-272-0642 (Unit 94), 92-4-122-272-0643 (Unit 101), 92-4-122-272-0644 (Unit 102), 92-4-122-272-0645 (Unit 103), 92-4-122-272-0646 (Unit 104), 92-4-122-272-0647 (Unit 111), 92-4-122-272-0648 (Unit 112), 92-4-122-272-0649 (Unit 113), 92-4-122-272-0650 (Unit 114), 92-4-122-272-0651 (Unit 121), 92-4-122-272-0652 (Unit 122), 92-4-122-272-0653 (Unit 123), 92-4-122-272-0654 (Unit 124), 92-4-122-272-0655 (Unit 131), 92-4-122-272-0656 (Unit 132), 92-4-122-272-0657 (Unit 133), 92-4-122-272-0658 (Unit 134), 92-4-122-272-0659 (Unit 141), 92-4-122-272-0660 (Unit 142), 92-4-122-272-0661 (Unit 143), 92-4-122-272-0662 (Unit 144), 92-4-122-272-0663 (Unit 151), 92-4-122-272-0664 (Unit 152), 92-4-122-272-0665 (Unit 153), 92-4-122-272-0666 (Unit 154).

Address: Situated on 105th St.

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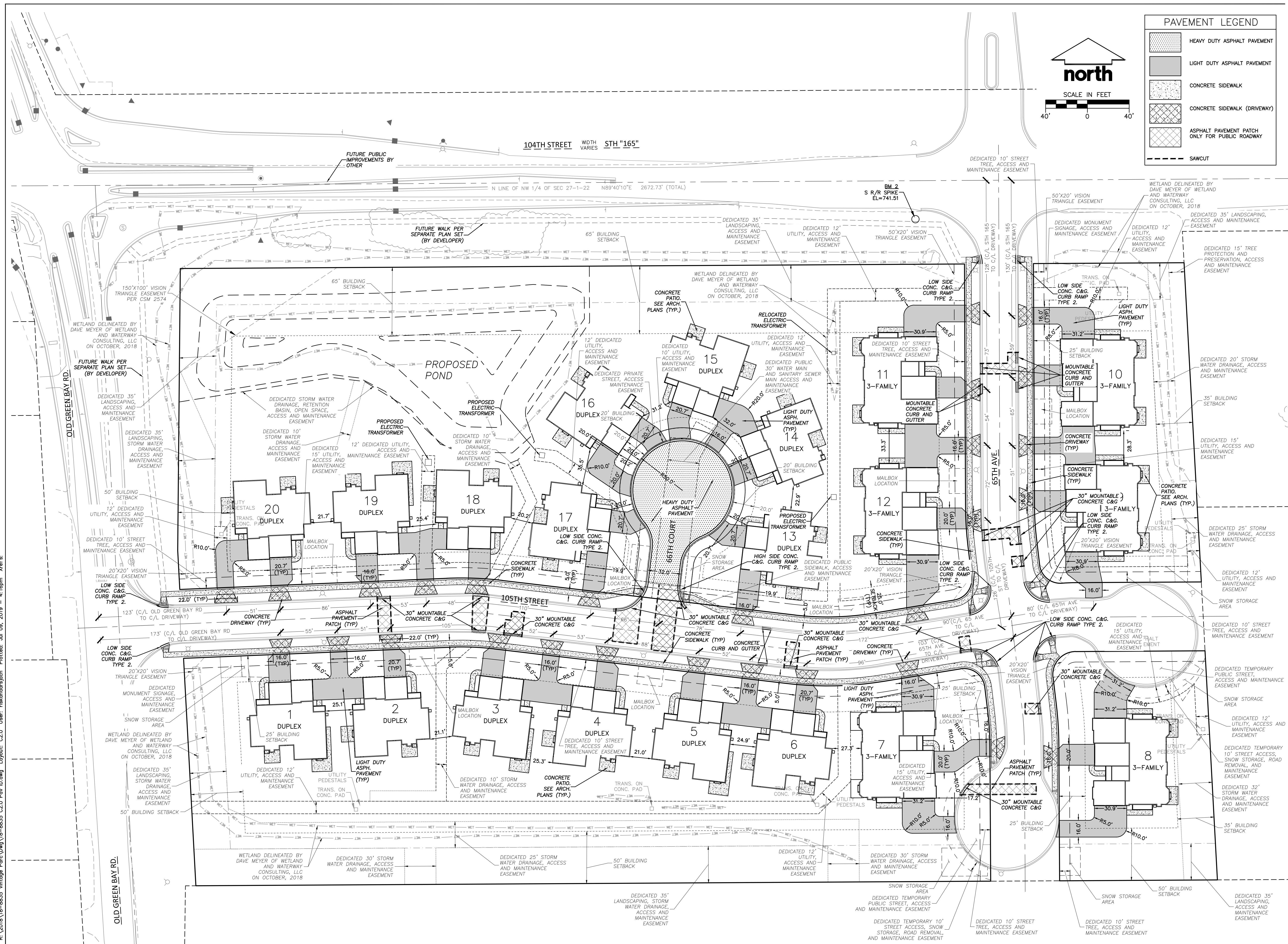
ALTA Owner's Policy (08/17/2008)

Page 5

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AMERICAN
LAND TITLE
ASSOCIATION





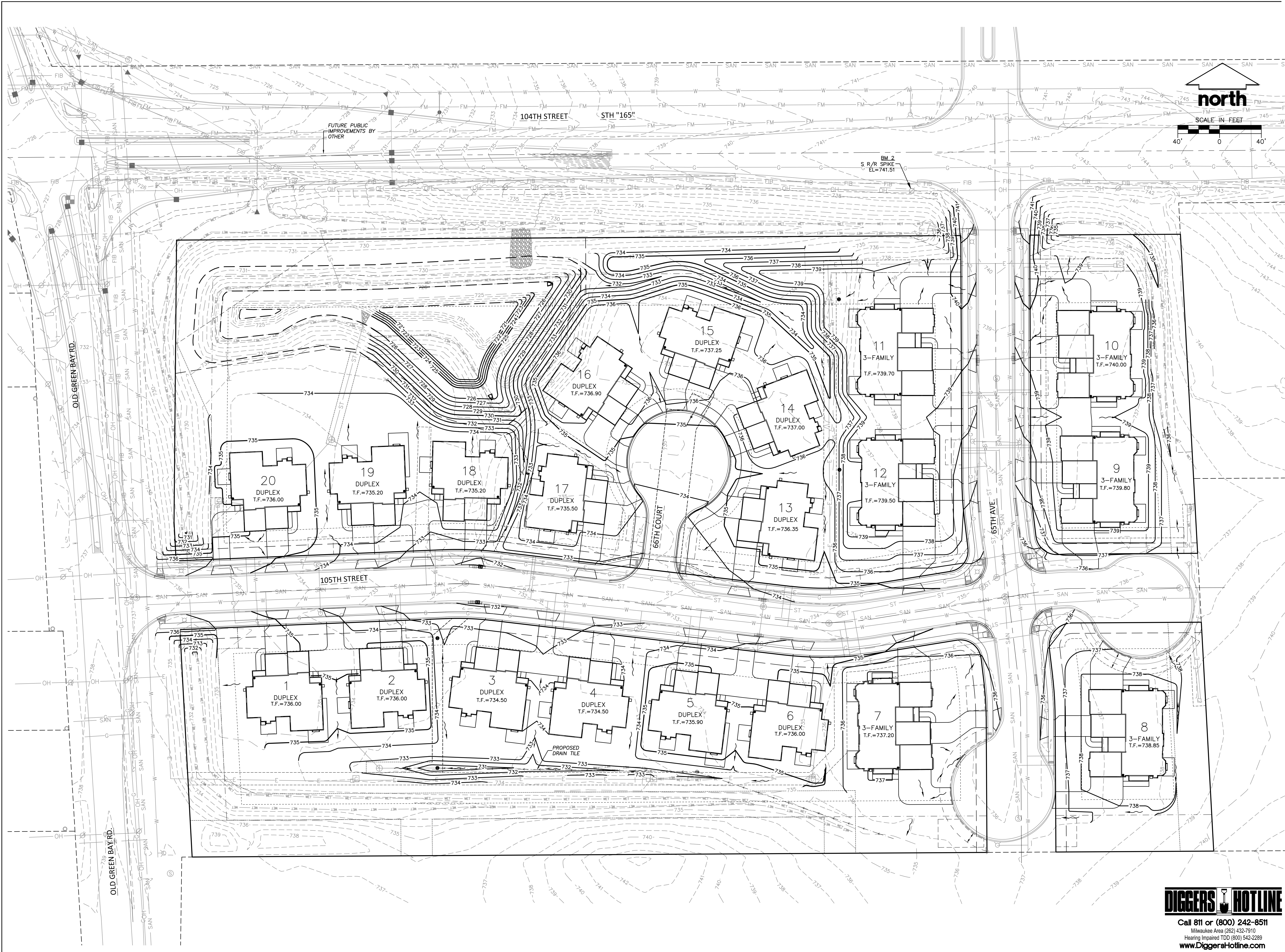
Professional Services, Inc.
Engineers • Surveyors • Planners

MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

CLIENT:

PROJECT:
**GREEN BAY TRAIL
CONDOMINIUMS**

File: R:\2018\18-8835 Village Parc.Dwg\18-8835 C4.0 Grading.dwg Layout: C4.0 User: pmarrens Plotted: Jul 08, 2019 -- 7:24am Xref's



CREATE THE VISION TELL THE STORY

MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:



CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL
CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN



Call 811 or (800) 242-8511
Milwaukee Area (262) 432-7910
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

PLAN MODIFICATIONS:	
#	Description:
1	03/29/19 REV. PER VILLAGE COMMENTS
2	05/24/19 REV. PER VILLAGE COMMENTS
3	07/08/19 REV. PER VILLAGE COMMENTS

Design/Drawn: PSM
Approved: RWI
PRELIMINARY PLAN SUBMITTAL 01-25-19
SHEET TITLE:
OVERALL GRADING PLAN

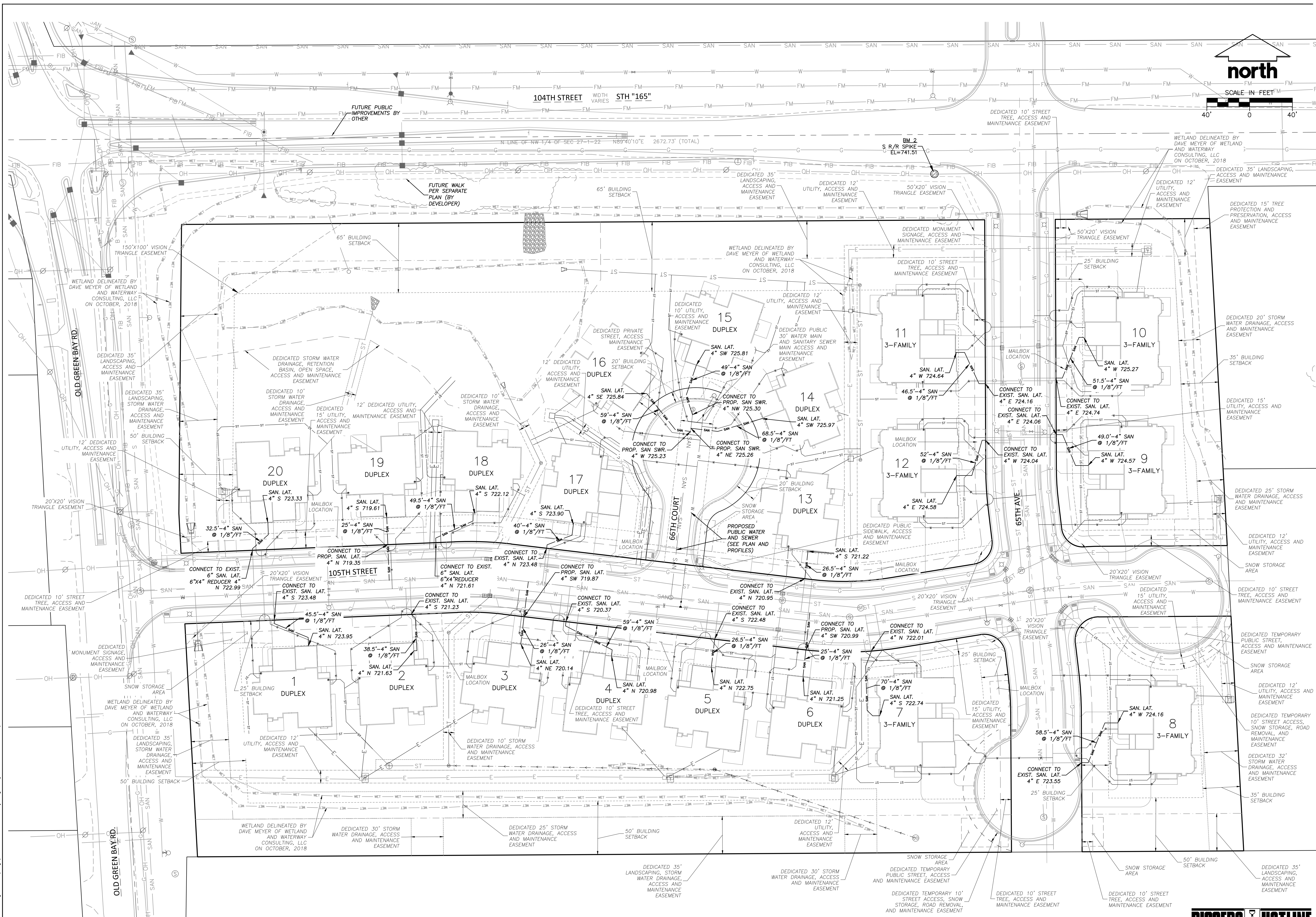
SHEET NUMBER:

C4.0

JSD PROJECT NO: 18-8835

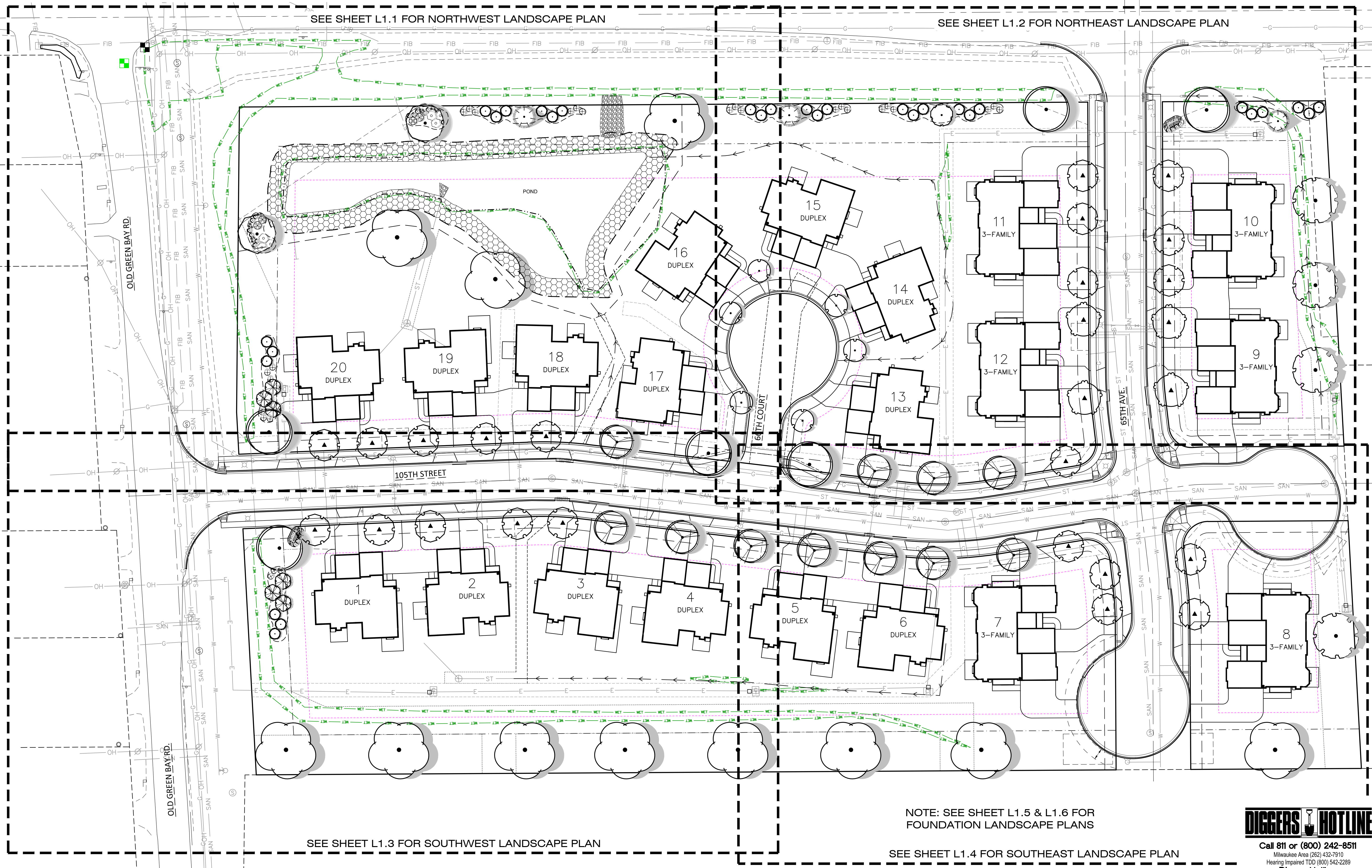
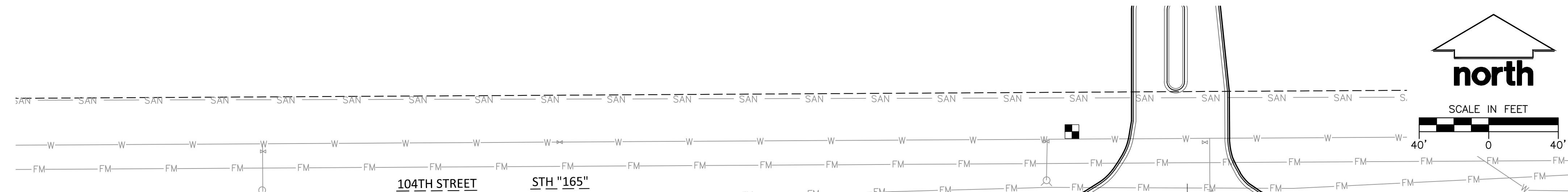


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LEGEND

PROPERTY LINE	EXISTING 1 FOOT CONTOUR
EASEMENT LINE	EXISTING 5 FOOT CONTOUR
BUILDING OUTLINE	STORMWATER MANAGEMENT AREA
EDGE OF PAVEMENT	SAN
STANDARD CURB AND GUTTER	ST
REJECT CURB AND GUTTER	LANDSCAPE EDGING
ASPHALT PAVEMENT	SHOVEL CUT EDGING
CONCRETE PAVEMENT	TURF GRASS LIMITS
PROPOSED 1 FOOT CONTOUR	PRAIRIE SEED MIX
PROPOSED 5 FOOT CONTOUR	



SEE SHEET L1.3 FOR SOUTHWEST LANDSCAPE PLAN

NOTE: SEE SHEET L1.5 & L1.6 FOR FOUNDATION LANDSCAPE PLANS

SEE SHEET L1.4 FOR SOUTHEAST LANDSCAPE PLAN



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Milwaukee Area (262) 432-7910
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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:



CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL
CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN



Call 811 or (800) 242-8511
Milwaukee Area (262) 432-7910
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

#	Date	Description
1	03/20/19	REV. PER VILLAGE COMMENTS
2	05/24/19	REV. PER VILLAGE COMMENTS
3	07/08/19	REV. PER VILLAGE COMMENTS

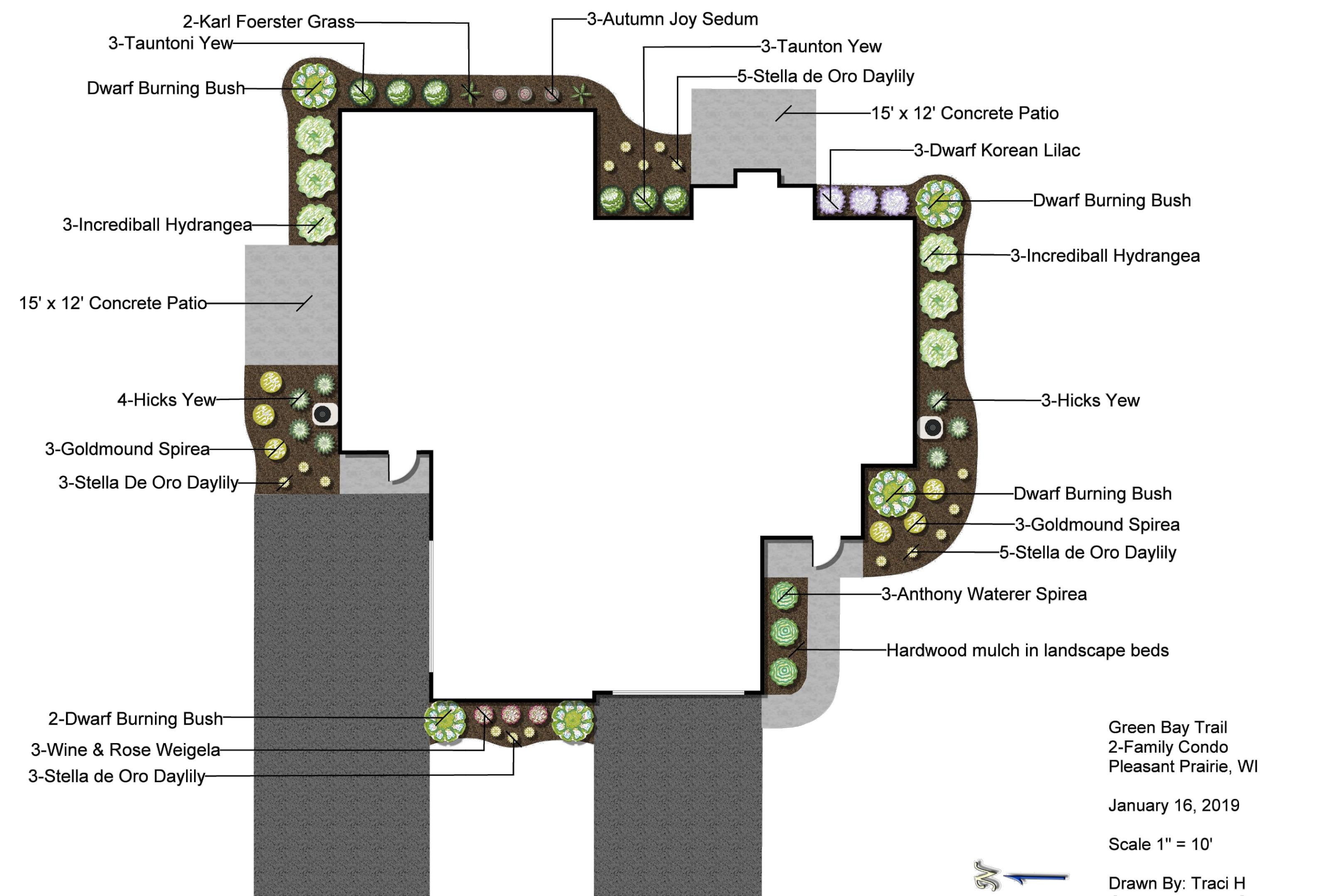
Design/Drawn: MWS
Approved: RWI
PRELIMINARY PLAN SUBMITTAL 01-25-19

SHEET TITLE:
OVERALL LANDSCAPE
PLAN

SHEET NUMBER:

L1.0

JSD PROJECT NO: 18-8835



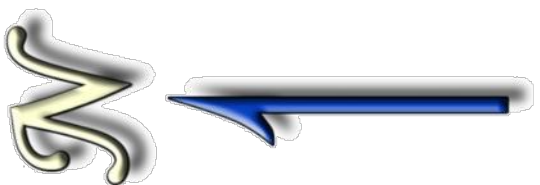
2-FAMILY (DUPLEX) FOUNDATION LANDSCAPE PLAN
PROVIDED BY GRASSMAN LAWN SERVICE, INC.



January 16, 2019

Scale: 1"=10'

Drawn By: Traci H
Grassman Lawn Service, Inc.



3-FAMILY (TRI-PLEX) FOUNDATION LANDSCAPE PLAN
PROVIDED BY GRASSMAN LAWN SERVICE, INC.



Call 811 or (800) 242-8511

Milwaukee Area (262) 432-7910

Hearing Impaired TDD (800) 542-22

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104 TH ST ST.H. 165

Green Bay Trail Luxury Condominiums



OLD GREEN BAY ROAD

65TH AVE

105TH STREET



- Ranch Condos
- 3 Unit Condos

GREEN BAY TRAILS EXTERIOR COLOR SELECTIONS

Building 1

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Aged Pewter
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
Stone:	Dutch Quality - Steinhaus Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 2

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 3

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Gray Slate
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #826 - Moonrock	Window Trim:	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 4

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Aged Pewter
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
Stone:	Dutch Quality - Steinhaus Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 5

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Iron Gray
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #821 - Sandalwood	Window Trim:	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 6

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #809 - Rustic Cedar	Window Trim:	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 7

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Night Gray
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #820 - Vintage Taupe	Window Trim:	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 8

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #809 - Rustic Cedar	Window Trim:	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 9

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Aged Pewter
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
Stone:	Dutch Quality - Steinhaus Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 10

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Iron Gray
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #821 - Sandalwood	Window Trim:	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 11

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Custom Color #6187 Rosemary
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #804 - Vanilla Bean	Window Trim:	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 12

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 13

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Gray Slate
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #826 - Moonrock	Window Trim:	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 14

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Aged Pewter
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
Stone:	Dutch Quality - Steinhaus Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 15

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	Window Trim:	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 16

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Night Gray
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #820 - Vintage Taupe	Window Trim:	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 17

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Custom Color #6187 Rosemary
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #804 - Vanilla Bean	Window Trim:	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 18

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Iron Gray
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #821 - Sandalwood	Window Trim:	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 19

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Night Gray
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #820 - Vintage Taupe	Window Trim:	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel

Building 20

Roof:	Owens Corning - Driftwood	Siding:	James Hardie - Custom Color #6187 Rosemary
Windows:	Alliance SH White w/ Prairie Grids	Soffit/Fascia:	Aluminum - White
Shake:	Foundry #804 - Vanilla Bean	Window Trim:	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	Column Paint:	White
Front Door:	Stained American Walnut	Garage Doors:	White - Short Panel











FOCUS N ENERGY NOTES:

1. HOME MUST BE MINIMUM 10% MORE EFFICIENT THAN THE SAME HOME DESIGNED TO CURRENT UNIFORM BELLING CODE STANDARDS
2. AIR TIGHTNESS (.20 TOTAL BUILDING SHELL AREA IN SQ. FT.)
3. SEALED SUMP BASIN/CROCK
4. SEALED PLUMBING ROUGH-IN THROUGH BASEMENT FLOOR (MUST BE AIR TIGHT)
5. FULL COVERAGE FOUNDATION INSULATION R5 (1" FOAM BOARD MIN.)
6. WHOLE HOUSE VENTILATION (ASHRAE 62-2)(A FAN IN CENTRAL BATH) 110 CFM FOR WHOLE HOUSE FAN, w/ 6" METAL DUCT 80 CFM IN ANY ADDITIONAL BATHROOMS. 4" METAL DUCT
7. WATER HEATER MUST BE POWER VENTED OR CLOSED COMBUSTION WITH EF EQUAL TO OR GREATER THAN .67.
8. FURNACE MUST BE CLOSED COMBUSTION, INTAKE AND EXHAUST VENT DIRECTLY TO EXTERIOR OF BUILDING
9. FIREPLACE DIRECT VENT/ INTAKE CLOSED COMBUSTION AIR INTAKE CONNECTED DIRECTLY TO EXTERIOR OF BUILDING
10. INSULATED AND GASKETED ATTIC ACCESS HATCH IN BUILDING. MUST HAVE A MIN. OF R-20 INSULATION ATTACHED TO BACK OF HATCH AND A FOAM GASKET TO FORM AIR SEAL BETWEEN HATCH AND FRAMED OPENING TO HOUSE.

LEGAL NOTE:

THE ATTACHED BLUEPRINTS ARE STRICTLY A REPRESENTATION OF THE PROPOSED STRUCTURE TO BE BUILT; THE ACTUAL STRUCTURE MAY VARY IN APPEARANCE DUE TO THE CONSTRUCTION METHODS USED. THESE PLANS ARE GUARANTEED TO BE TRUE AND ACCURATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND UNDERSTANDING. THE DESIGNER OF THESE PLANS CAN NOT BE HELD RESPONSIBLE FOR ANY MONETARY LOSS INCURRED AS A RESULT OF ANY NEGLIGENT PRACTICES BY OTHERS.

X _____ / /
X _____ / /

SPECIAL NOTE:

THE BUYER(S) ACKNOWLEDGE THAT IN THE COURSE OF BUILDING, BECAUSE OF JOB CONDITIONS AND DIFFERENT METHODS OF CONSTRUCTION, DEVIATIONS MAY OCCUR FROM THE PRINT. THEREFORE, THE BUILDER RESERVES THE RIGHT TO MAKE SLIGHT MODIFICATIONS TO ROOM SIZES AND PLACEMENT OF MECHANICAL FIXTURES (I.E. HVAC, PLUMBING, ELEC, AND DOWNSPOUTS.)

X _____ / /
X _____ / /

ROUGH CARPENTER NOTE:

1. NOTE LOCATION OF TOILET AND R.V. PIPE. DO NOT PLACE FLOOR JOISTS DIRECTLY IN THIS AREA. ALLOW 6" TO THE CENTER ON BOTH SIDES AND 13" FROM THE WALL FOR THE TOILET AND 5" TO THE CENTER ON BOTH SIDES OF THE R.V. PIPE.
2. ALL EXTERIOR OPENINGS (WINDOWS, DOORS, ETC.) ON THE FIRST FLOOR ARE TO BE A MINIMUM OF (2) 2"x12" HEADERS, UNLESS IT IS OTHERWISE NOTED AS SUCH ON THE PLAN. ALL EXTERIOR OPENINGS ON THE SECOND FLOOR UP TO A 6'0" SPAN ARE TO BE A MINIMUM OF (2) 2"x12" HEADERS, ANY (BEARING) OPENING ON FIRST OR SECOND FLOOR OVER 6'0" SPAN ARE TO BE A MINIMUM OF 2-PLY MICROLAM HEADERS AS NOTED PER THE PLAN.
3. 1ST FLOOR CANTILEVERS ARE TO BE INSULATED W/ R-30 BATT. INSULATION IN THE CLGS. (WHERE APPLICABLE) R-19 BATT. INSUL. IN BOX SILL, AND 3/4" PRESSURE TREATED PLYWOOD (NO R-BEARD IS TO BE USED ON 1ST FLOOR CANTILEVERS). 2ND FLOOR CANTILEVERS ARE TO BE INSULATED W/ R-19 BATT INSULATION, AND 1/2" R-BEARD PRIOR TO INSTALLATION OF FINISH FACING.
4. ALL DIMENSIONS SHOWN ON THE PLAN ARE FOR ROUGH DIMENSIONS, THESE ARE FROM THE FACE OF THE STUD TO THE FACE OF THE STUD.
5. ALL INTERIOR HEADERS ON NON-BEARING WALLS ARE TO BE LADDER HEADERS (SEE DETAIL), ALL BEARING WALLS WILL BE NOTED AS TO THE SIZE ON THE PLAN.
6. METAL WINDBRACING IS TO BE USED AT ALL EXTERIOR CORNERS WHERE SUITABLE, EXCLUDING WHERE OSB IS SUBSTITUTED, R-BEARD IS TO BE INSTALLED ON REMAINING WALLS.
7. 7/16" O.S.B. IS TO BE USED ONLY ON GARAGE EXTERIOR WALLS, ALL GABLE ENDS, FIREPLACE CHASES AND ALL HANGING WINDOW BOXES, NAILED W/ 8/CC 8" TO 10" O.C.
8. ALL HEADERS (INTERIOR BEARING AND ALL EXTERIOR) ARE TO BE NAILED WITH 16D NAILS AT 16" O.C. STAGGERED ON EACH SIDE. (ALL MICROLAM HEADERS ARE TO BE NAILED W/ 16D NAILS @ 12" O.C. STAGGERED ON EACH SIDE AND GLUED).

ARCHITECTURAL ROOF W/ METAL VALLEYS

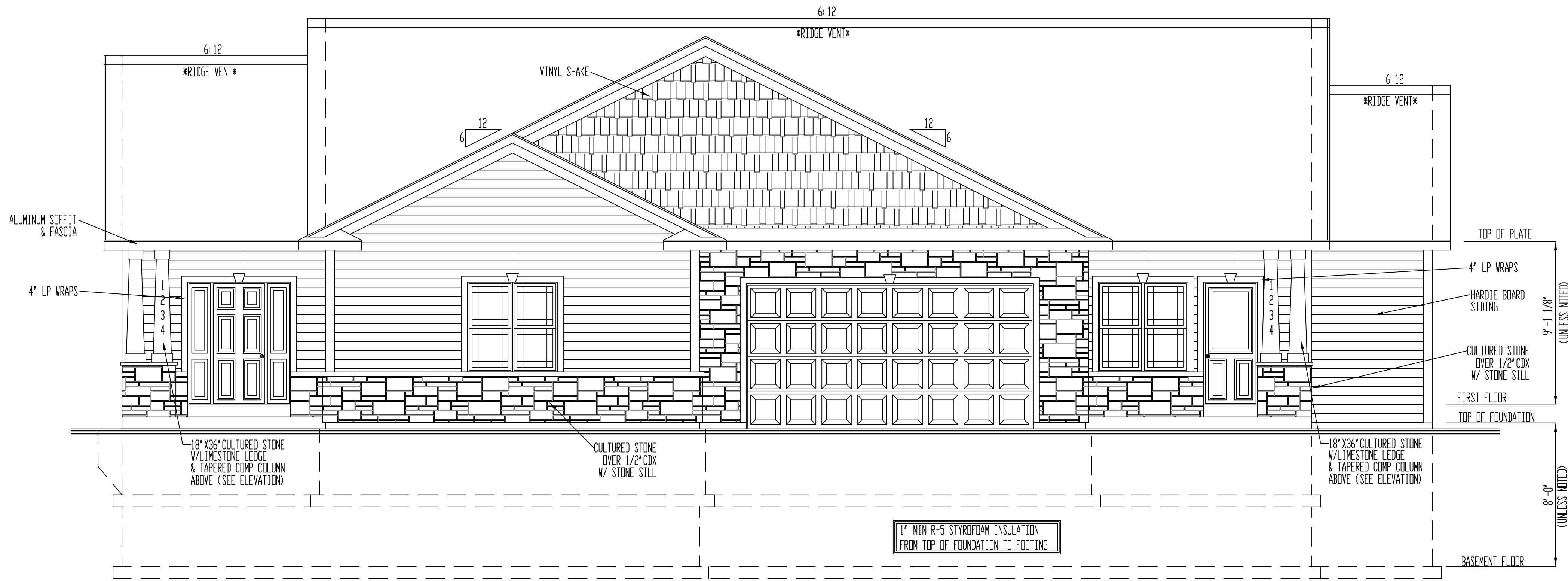
ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

HOUSEWRAP ENTIRE BUILDING

9' HIGH WALLS- UNLESS NOTED

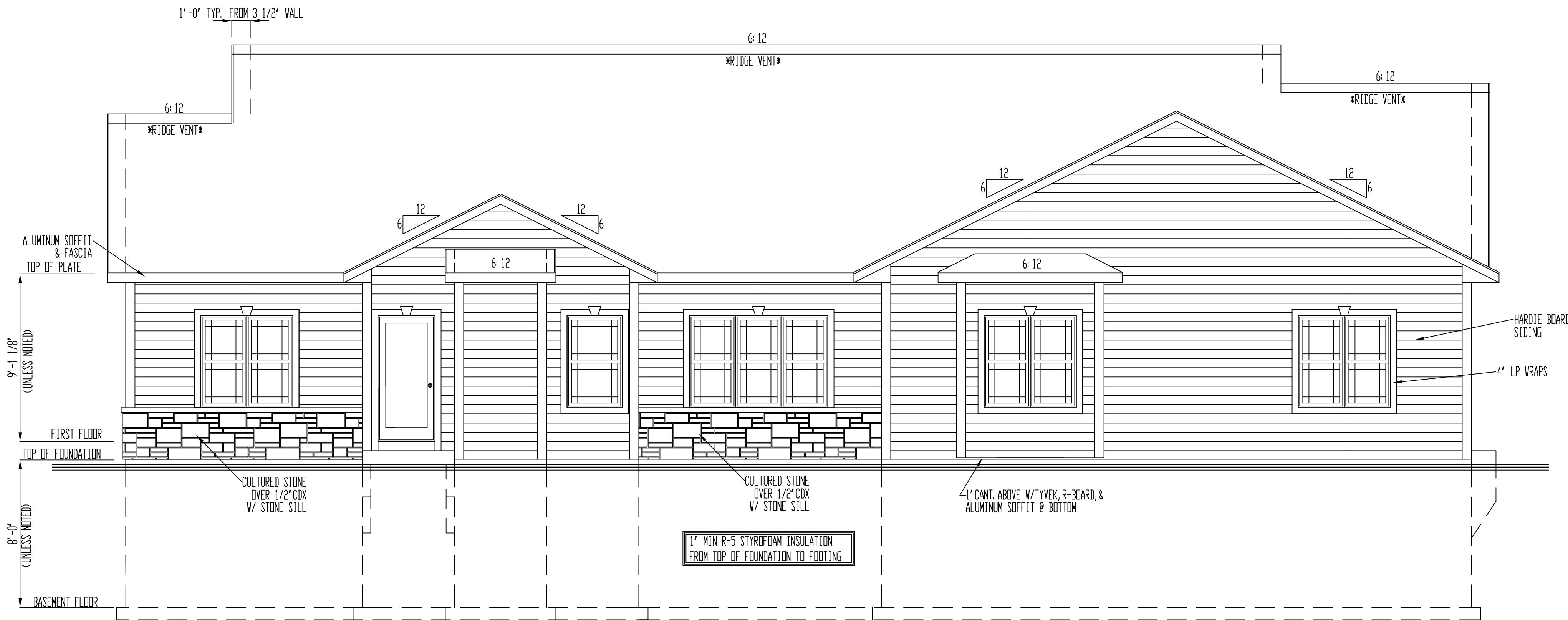
R-50 BLOWN-IN ATTIC INSULATION

R-21 SPRAY FOAM JOIST ENDS



FRONT ELEVATION

SCALE: 1/4" = 1' - 0"



REAR ELEVATION

SCALE: 1/4" = 1' - 0"

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GREEN BAY TRAIL
CUSTOM DUPLEX
PLEASANT PRAIRIE, WI

8501 75th St., Suite H
Kenosha, WI 53142
O: 262-694-1677
www.HarpeDevelopment.com



REVISIONS:
1/21/19-REVISED PER
P.P. COMMENTS, ADDED STONE,
ETC.

DRAWN BY: P. A.
DATE: 12/10/18
SCALE: 1/4" = 1' - 0"
SHEET: 1 OF 4

ARCHITECTURAL ROOF W/ CLOSED VALLEYS

ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

HOUSEWRAP ENTIRE BUILDING

9' HIGH WALLS- UNLESS NOTED

R-50 BLOW-IN ATTIC INSULATION

R-21 SPRAY FOAM JOIST ENDS

FOCUS N ENERGY NOTES:

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X _____ / /
X _____ / /

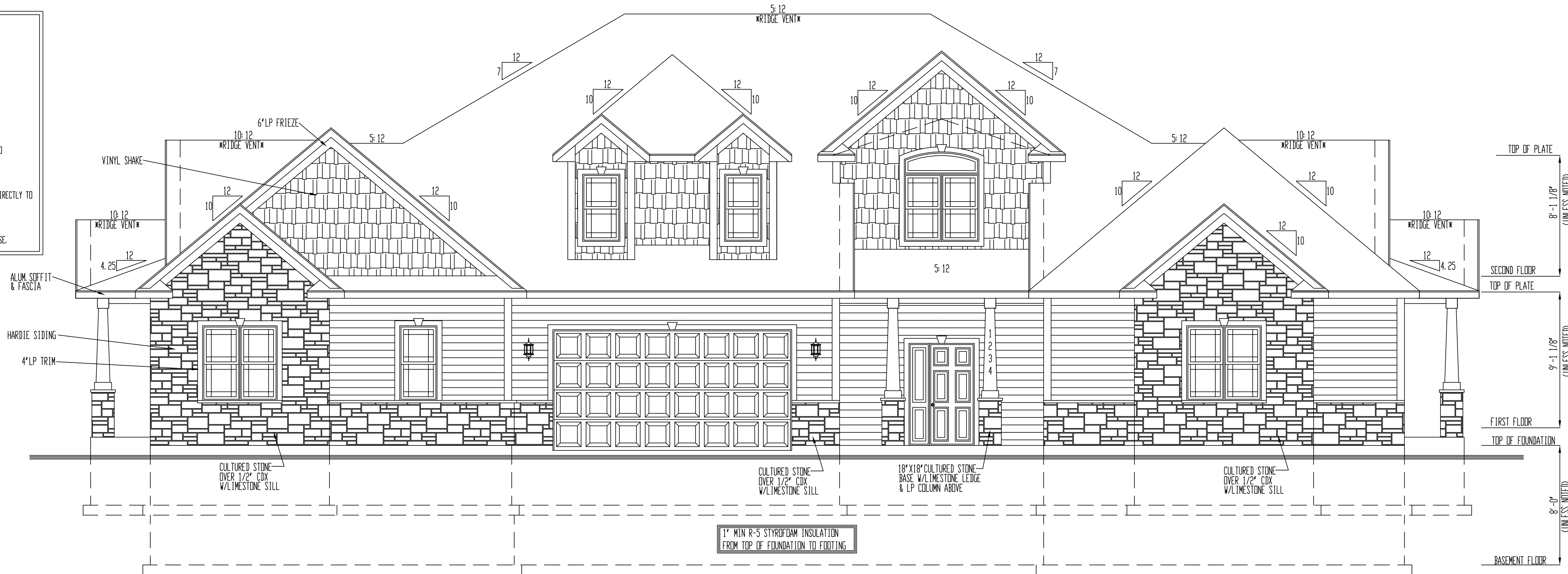
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X _____ / /
X _____ / /

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- ALL INTERIOR HEADERS ON NON-BEARING WALLS ARE TO BE (1) 2"x10" HEADER (CENTERED), ALL BEARING WALLS WILL BE NOTED AS TO THE SIZE ON THE PLAN.
- METAL WINDBRACING IS TO BE USED AT ALL EXTERIOR CORNERS WHERE SUITABLE, EXCLUDING WHERE OSB IS SUBSTITUTED.
- R-BEARD IS TO BE INSTALLED ON REMAINING WALLS.
- 7/16" O.S.B. IS TO BE USED ONLY ON GARAGE EXTERIOR WALLS, ALL GABLE ENDS, FIREPLACE CHASES AND ALL HANGING WINDOW BOXES NAILED W/ 5/8" O.C. 2" TO 10" O.C.
- ALL HEADERS (INTERIOR BEARING AND ALL EXTERIOR) ARE TO BE NAILED WITH 16D NAILS AT 16" O.C. STAGGERED ON EACH SIDE. (ALL MICROLAM HEADERS ARE TO BE NAILED W/ 16D NAILS @ 12" O.C. STAGGERED ON EACH SIDE AND GLUED).



FRONT ELEVATION

SCALE: 1/4" = 1' - 0"



REAR ELEVATION

SCALE: 1/4" = 1' - 0"

RESIDENCE CUSTOM DESIGNED FOR:

**GREEN BAY TRAIL
3-FAMILY CONDO
PLEASANT PRAIRIE, WI**

8501 75th St., Suite H

Kenosha, WI 53142

O: 262-694-1677

www.HarpeDevelopment.com



REVISIONS:
1/15/19-CHANGES TO
ELEVATIONS PER P.P. COMMENTS

DRAWN BY: P. A.
DATE: 12/10/18
SCALE: 1/4" = 1' - 0"
SHEET: 1 OF 5

R-21 SPRAY FOAM JOIST ENDS

ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

HOUSEWRAP ENTIRE BUILDING

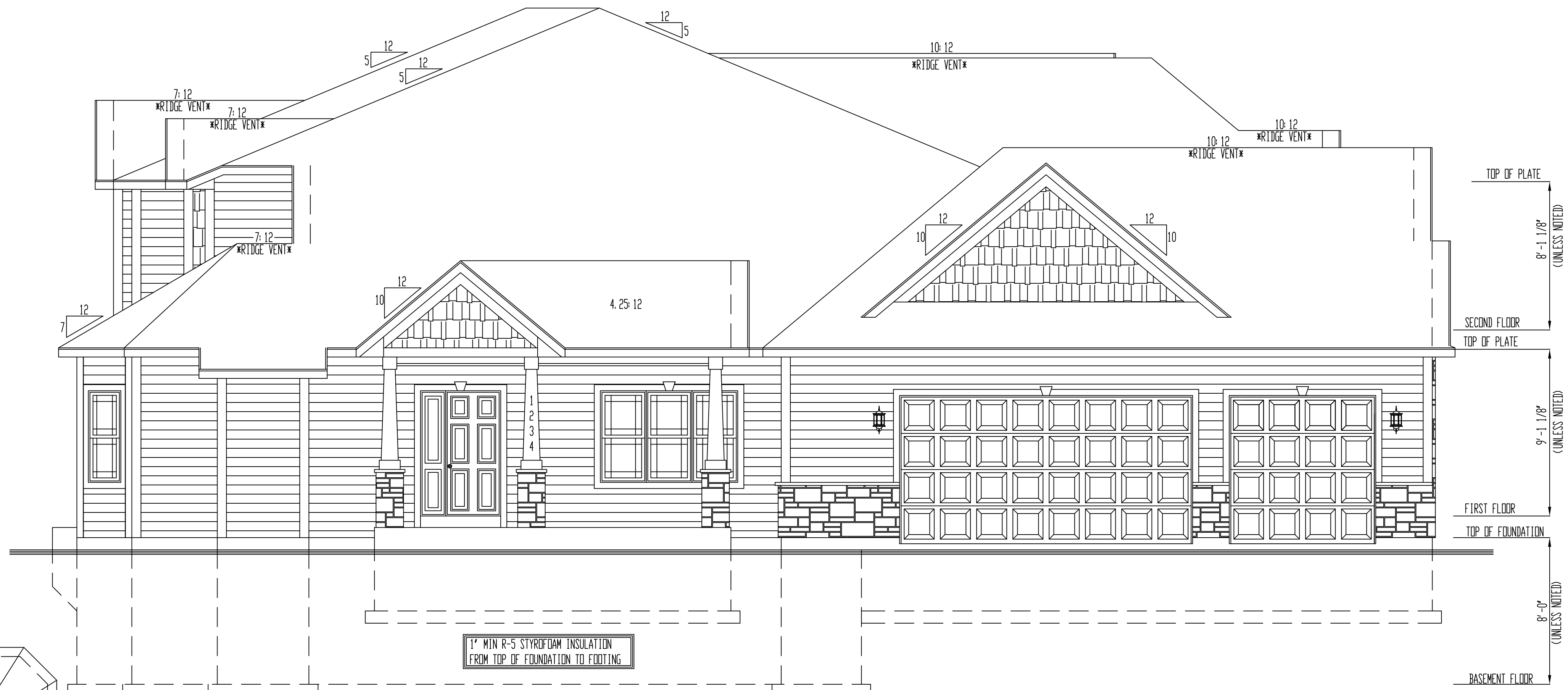
R-50 BLOWN-IN ATTIC INSULATION

9' HIGH WALLS- UNLESS NOTED

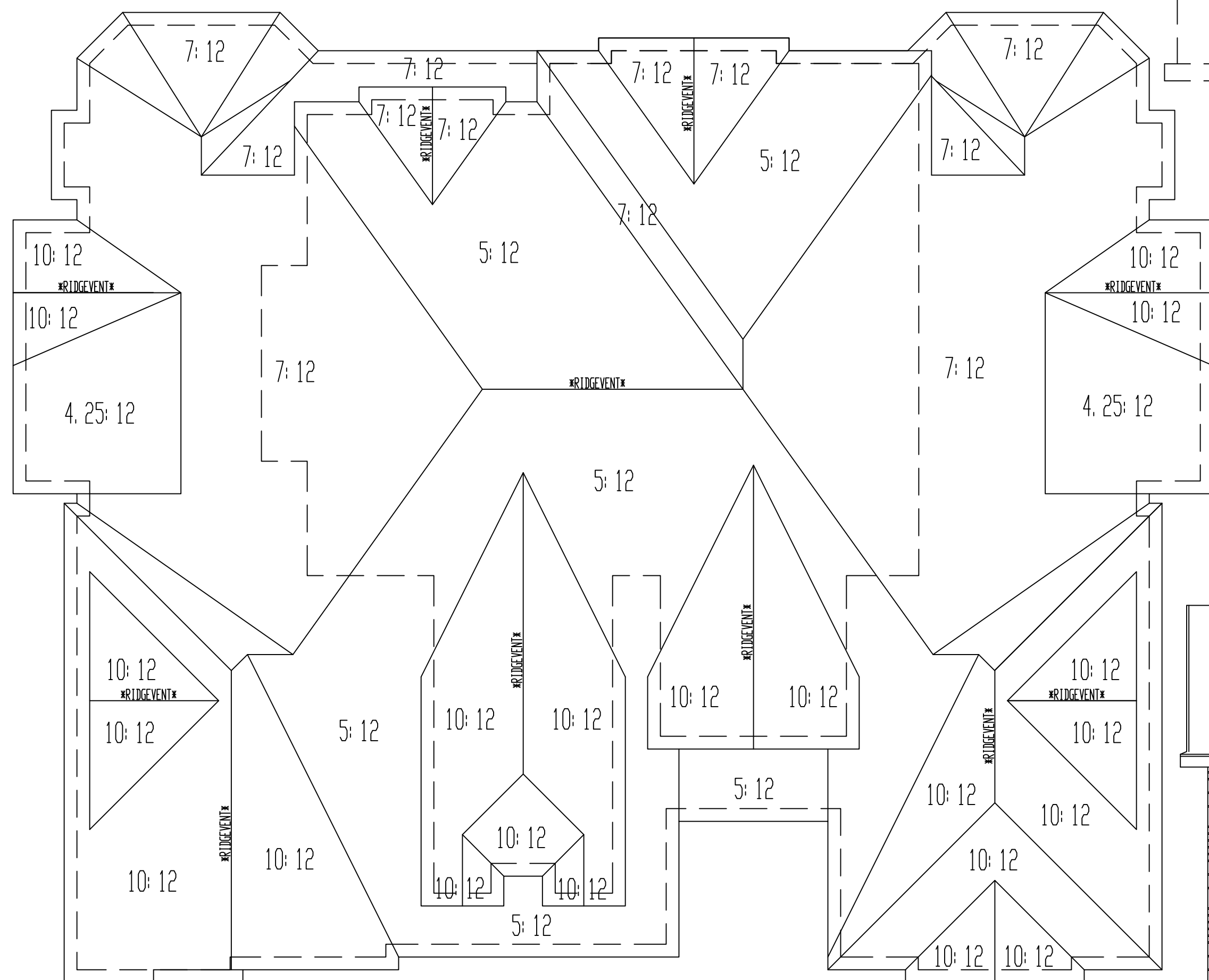
CONTINUOUS RIDGE VENT (PER PLAN)

ARCHITECTURAL ROOF W/ CLOSED VALLEYS

**ICE & WATER BARRIER IN ALL VALLEYS,
EAVES AND ROOF TO WALL AREAS**

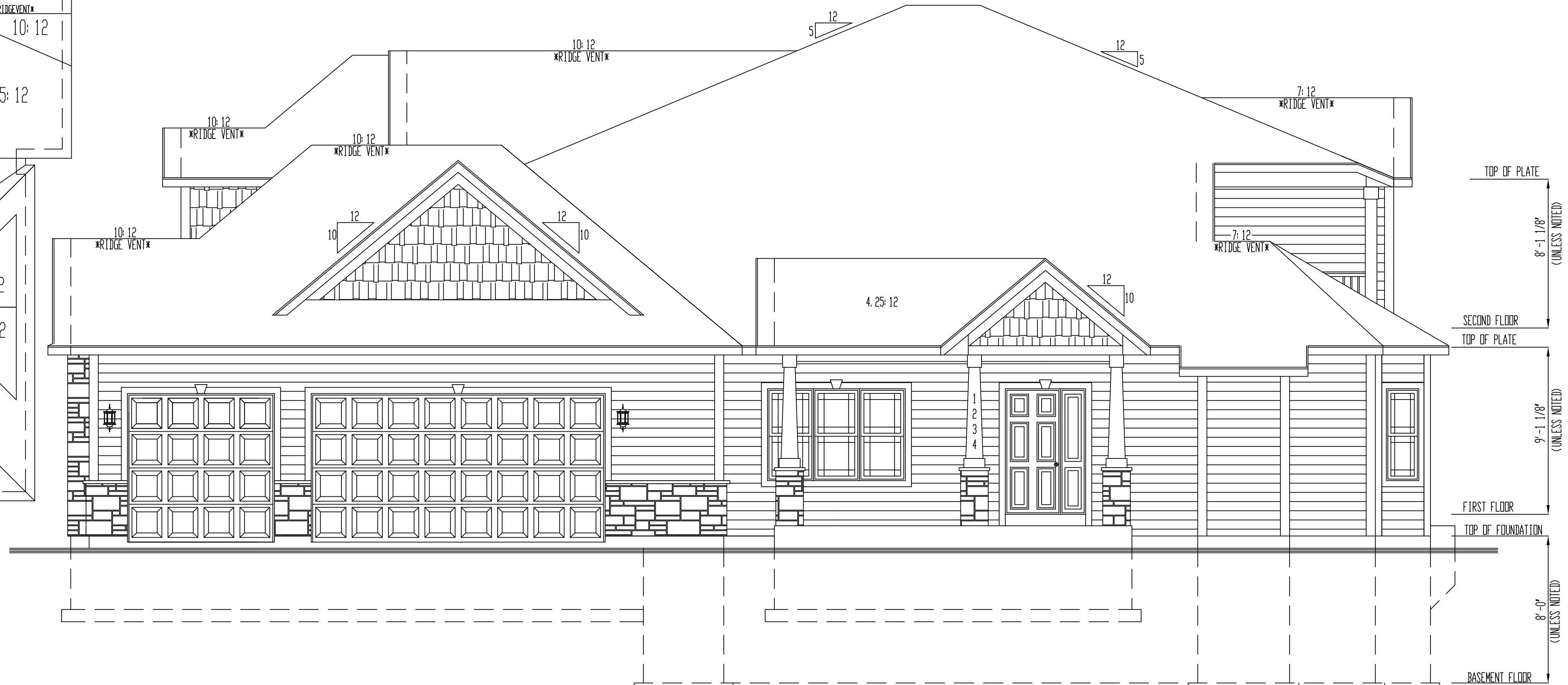


LEFT ELEVATION
SCALE: 1/4" = 1' - 0"



ROOF NOTES:
-ROOF TO BE COMPOSED OF PRE-ENGINEERED TRUSSES @ 24" O.C.
-ALL TRUSS CLIPS AND HANGERS TO BE SUPPLIED BY TRUSS MANUFACTURER.
-ALL CLIPS AND HANGERS TO MEET OR EXCEED REQUIREMENTS OF THE WISCONSIN U.D.C.

ROOF PLAN
SCALE: 1/8" = 1' - 0"



RIGHT ELEVATION
SCALE: 1/4" = 1' - 0"

RESIDENCE CUSTOM DESIGNED FOR:

8501 75th St., Suite H
Kenosha, WI 53142
O: 262-694-1677
www.HarpeDevelopment.com



REVISIONS:

DRAWN BY: P. A.
DATE:
SCALE: 1/4" = 1' - 0"
SHEET: 2 OF 5

**MEMORANDUM OF UNDERSTANDING AGREEMENT
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE
RIVERVIEW GROUP, LLC, AND FRESENIUS KABI, LLC
REGARDING THE
TRANSPORTATION ECONOMIC ASSISTANCE
GRANT REPORTING REQUIREMENTS AND
JOB GUARRANTEE FINANCIAL OBLIGATIONS**

This is a Memorandum of Understanding Agreement (the “Agreement”) entered into by and between the property owner, Riverview Group, LLC, an Illinois limited liability company, with offices located at 9500 W. Bryn Mawr Avenue, Rosemont, IL 60018, Attn: Mark Goode, Manager (hereinafter referred to as the “**Developer**”), the Village of Pleasant Prairie, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158, Attn: Nathan Thiel, Village Administrator (hereinafter referred to as the “**Village**”) and Fresenius Kabi, LLC, an Illinois limited liability company with offices located at Three Corporate Drive, Lake Zurich, IL 60047 (hereinafter referred to as the “**Company**”).

WHEREAS, the Village Board of Trustees adopted Village Board Resolution #19-23 authorizing the submission of a Wisconsin Department of Transportation (“WisDOT”) Transportation Economic Assistance (“TEA”) Grant to seek financial assistance for the reconstruction of the public roadway redesign and reconstruction project for 120th Avenue (East Frontage Road) and 122nd Street (County Trunk Highway ML) benefitting a new economic development project in the community;

WHEREAS, the Village agreed to authorize and serve as the WisDOT applicant for the TEA grant on behalf the Developer a/k/a the Owner Riverview Group, LLC and the Company Fresenius Kabi, LLC, in order to financially enable the construction of transportation improvements needed for the Fresenius Kabi industrial development to occur on the property legally described as Parcel 1 of Certified Survey Map #_____, located in a part of the Northeast Quarter of the Northwest Quarter of U. S. Public Land Survey Section 31, Township 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County Wisconsin; and

WHEREAS, as a part of the WisDOT TEA Grant application, the Village has further agreed to execute a TEA Grant Guarantee, which requires a repayment provision to reimburse WisDOT for up to the full TEA Grant amount or \$475,000, if employment within the Fresenius Kabi economic development project fails to meet the stated goal of 95 new jobs created by three-year reporting date and 95 jobs maintained by the seven-year reporting date for Fresenius Kabi, LLC to be located in

the Stateline 94 Corporate Park specifically located at 11900 122nd Street, Suites A and B, Pleasant Prairie, WI 53158; and

WHEREAS, at three (3) years and at seven (7) years after the State-Municipal Agreement (referred to as the “SMA”) is executed, the Village is obligated to report to the WisDOT the total number of full time employed jobs that were created and/or retained by Fresenius Kabi, LLC. For WisDOT TEA Grants of \$100,000 or more, as in this case, the Company’s reporting will be accompanied by an attestation report created and signed by an independent Certified Public Accountant licensed or certified under ch. 442, Wis. Stats, expressing an opinion by signature, to the accuracy of the job numbers; and

WHEREAS, the job reporting requirement shall be satisfied by Fresenius Kabi, who will in turn pass on the information to Riverview Group, LLC, who in turn will provide the information to the Village, and the Village will then provide the information to the WisDOT. The WisDOT will then evaluate the job benefits that have been obtained in order to determine if reimbursement of either the full grant amount or a reduced amount, based on a prorated share related to the number of jobs that have materialized as a result of the economic development project, as appropriate, or other remedy under s. Trans 510.08(3), Wis. Adm. Code; and

WHEREAS, the full TEA Grant amount based upon the 95 jobs created and maintained for the Fresenius Kabi, LLC Company, of which partial or total reimbursement may be required, is \$475,000.00.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer, Company and Village agree as follows:

1. Reimbursement of any WisDOT repayment costs.

The Developer agrees, within thirty (30) days following written request by the Village, to reimburse Village for any costs associated with the reimbursement of WisDOT TEA repayment provision, or TEA Job Guarantee (as directed by the Village), without any Village compensation to the Developer, except as outlined below in Paragraph 3. The Developer reimbursement of any repayment costs shall be a donation to the Village. The Developer agrees to be responsible for all costs and expenses incurred by the Village in connection with the TEA Grant repayment provision. Any amounts to be reimbursed to the Village by the Developer shall be paid, as applicable, the earlier of thirty (30) days following written request by the Village for such reimbursement.

The Developer and/or the Company agree to take on all reporting requirements required by the Village in relation to the WisDOT TEA Grant. These reporting requirements will obligate the Developer and/or the Company to submit all documentation to the Village and the Village in turn, will review and submit the

documentation to WisDOT. Included in the documentation submittal requirements are the reports at both three (3) years and at seven (7) years after the SMA is executed with the WisDOT, for the 95 full time employed jobs that were created and retained, which is accompanied by an attestation report created and signed by an independent Certified Public Accountant licensed or certified under ch. 442, Wis. Stats, expressing an opinion by signature, to the accuracy of the job numbers.

2. Collateral Guarantee.

The Developer agrees to execute and record a Collateral Agreement with the Village and provide either an Irrevocable Letter of Credit or record a restrictive covenant lien running with the land, on the Developer's Parcel 1 of CSM # _____, which obligates the Developer, its successors and assigns to cover the full Village's costs associated with the reimbursement of WisDOT TEA repayment as stated in the TEA Job Guarantee, up to the full repayment of the \$475,000, depending on the full grant amount or a reduced amount, which is based on a prorated share related to the number of jobs that have been created and maintained as a result of the economic development project.

3. Developer Reimbursement.

The Village would agree, if the Tax Increment District (Referred to as "TID") #8 funding is available and the existing TID has not expired, to reimburse the Developer based upon the Developer's previous repayment to the Village for the reimbursement of WisDOT TEA provision as stated in the TEA Job Guarantee, up to the full repayment of the \$475,000, depending on the full grant amount or a reduced amount, which is based on a prorated share related to the number of jobs that have been created and maintained as a result of the economic development project.

4. Developer's Representation.

The Developer represents and warrants to the Village that the Developer has all legal rights and authority to enter into this Agreement and the person signing this Agreement on behalf of the Developer has all legal rights, title and authority to bind the Landowner in all respects to each and every provision of this Agreement.

5. Company's Representation.

The Company represents and warrants to the Village that the Company has all legal rights and authority to enter into this Agreement and the person signing this Agreement on behalf of the Company has all legal rights, title and authority to bind the Company Owner in all respects to each and every provision of this Agreement.

6. Notice of Breach and Curative Activity.

(a) In the event that one of the parties to this Memorandum of Understanding (the "Performing Party") believes that the other party has failed to perform its obligations under this Agreement (the "Nonperforming Party"), the Performing Party shall promptly notify the Nonperforming Party in writing (the "Default Notice") of the specific nature of the alleged failure.

(b) The Nonperforming Party shall have thirty (30) days after receipt of a Default Notice to cure the alleged failure to perform; provided, however, that if the failure is incapable of cure within said thirty (30) days, and as soon as reasonably practicable within said thirty (30) day period the Nonperforming Party has commenced such cure and is diligently pursuing such cure, the time for such cure shall be extended for a reasonable period of time under the circumstances to allow the Nonperforming Party to complete its curative activity.

(c) In the event such failure is not cured as provided in Paragraph 4.b. above, the parties may take any and all action allowed by law or this Agreement against the Nonperforming Party. In the event the Developer and/or the Company, as a Nonperforming Party has breached any term or provision of this Agreement, the Village shall be entitled to collect from the Nonperforming Party their actual attorneys' fees, court costs and other expenses incurred in enforcing their rights against the Nonperforming Party under this Agreement.

7. Notices.

Except as otherwise specifically provided in this Memorandum of Understanding Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement by title and date, shall be addressed to the receiving party, and shall be delivered by personal delivery, by overnight courier with evidence of receipt, or by certified or registered mail, with postage prepaid and return receipt requested.

Any notice address to the Village shall be addressed to:

Village of Pleasant Prairie
Attn: Nathan Thiel, Village Administrator
9915 39th Avenue
Pleasant Prairie, WI 53158

Any notice addressed to the Developer shall be addressed to:

Riverview Group, LLC
Attn: Mark Goode, Manager, Riverview Group, LLC
9500 W Bryn Mawr Avenue
Rosemont, IL 60018

Any notice addressed to the Company shall be addressed to:

Fresenius Kabi, LLC
Attn: Brian Kunz, Senior Director, Supply Chain Management
Three Corporate Drive
Lake Zurich, IL 60047

Any notice given in accordance with this paragraph shall be effective upon delivery, if personally delivered or if delivered by overnight courier, or three (3) days after depositing the same in the United States mail.

8. Miscellaneous.

The laws of the State of Wisconsin shall govern all issues relating to this Agreement. Exclusive jurisdiction and venue for any actions arising out of, or relating to, this Agreement shall be in Kenosha County, Wisconsin. This Agreement is not intended to benefit or to be enforceable by any person other than the Village and the Owner, and their respective successors and assigns. This Agreement may be amended only in a writing signed by all parties. No rule of strict construction shall apply to any party to this Agreement. In the event that any part of this Agreement is determined to be invalid by a court of competent jurisdiction, such part shall be severed from the Agreement and the balance of this Agreement shall survive. This Agreement may be recorded by any party.

IN WITNESS THEREOF, the Developer, the Company and the Village have caused this Memorandum of Understanding Agreement to be signed and dated as of this ____ day of _____, 2019.

[Signature pages follow]

[Signature Page of Developer a/k/a the Owner]

**RIVERVIEW GROUP, LLC,
An Illinois Limited Liability Company**

By: _____
Name: Mark Goode, Manager,
Title: Riverview Group, LLC

STATE OF _____)
) SS:
COUNTY OF _____)

Personally came before me this ____ day of _____, 2019, in _____, _____, Mark Goode, to me known to be the Manager of Riverview Group, LLC, and acknowledged to me to be the same.

Printed name: _____
Notary Public: _____ Co, State of _____
My Commission expires: _____

[Signature Page of Tenant a/k/a the Company]

**FRESENIUS KABI, LLC,
An Illinois Limited Liability Company**

By: _____
Name: Brian Kunz
Title: Senior Director, Supply Chain
Management

STATE OF _____)
) SS:
COUNTY OF _____)

Personally came before me this ____ day of _____, 2019, in _____, W_____, Brian Kunz, to me known to be the Senior Director, Supply Chain Management of Fresenius Kabi, LLC, and acknowledged to me to be the same.

Printed name: _____
Notary Public: _____ Co, State of _____
My Commission expires: _____

VILLAGE OF PLEASANT PRAIRIE

By: _____
John Steinbrink, Village President

ATTEST:

By: _____
Jane C. Snell, Village Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2019, in Pleasant Prairie, WI, John Steinbrink, Village President, and Jane C. Snell, Village Clerk, of the Village of Pleasant Prairie, to me known to be such President and Clerk of the Village of Pleasant Prairie and acknowledged to me to be the same.

Printed name: _____
 Notary Public: Kenosha Co., State of Wisconsin
 My Commission expires: _____

EXHIBIT A

TEA GRANT APPLICATION

EXHIBIT B

TEA GRANT JOB GUARANTEE



TEA JOB GUARANTEE

Wisconsin Department of Transportation
DT1286 2/2019



The **Village of Pleasant Prairie** ("Applicant") agrees to authorize the inclusion of, and be bound by, this repayment provision in the separate State-Municipal Agreement (SMA) that will be executed between it and the Wisconsin Department of Transportation (WisDOT) as part of WisDOT's approval of Applicant's request for assistance under the Transportation Facilities Economic Assistance and Development (TEA) program.

The **Village of Pleasant Prairie** agrees, in this repayment provision, to reimburse WisDOT for up to the full grant amount if employment within the economic development project (**Fresenius Kabi, LLC / widening of CTH ML and East Frontage Road, mill and overlay of roadway**) fails to meet the following goals:

From a baseline employment of **95** jobs:

- (1) Creation of **95** new jobs within three years after the SMA is executed; and, retention of said **95** new jobs seven years after the SMA is executed
- (2) In addition to said new jobs, retention of **95** jobs three years, and seven years, after the SMA is executed

Total number of jobs to be retained at both the three-year and seven-year reporting dates: **95**

For purposes of this provision, a job is defined to be consistent with Ch. Trans. 510, Wis. Adm. Code. It will include all new non-retail jobs and exclude jobs obtained through geographic job transfers within Wisconsin except those that would be lost to the state. Eligible jobs include full time equivalents (FTE's).

At three years and again at seven years after the SMA is executed, the **Village of Pleasant Prairie** will report to WisDOT the number of FTE jobs that were created and/or retained. For TEA grants of \$100,000 or more, the reports will be accompanied by an attestation report created and signed by an independent Certified Public Accountant licensed or certified under ch. 442, Wis. Stats., expressing an opinion on the number of eligible jobs; the director or principal officer of the **Village of Pleasant Prairie** will also attest, including by signature, to the accuracy of the job numbers.

If the job guarantee is not satisfied, WisDOT will evaluate the job benefits that have been obtained in order to determine if reimbursement of either the full grant amount or a reduced amount, based on a prorated share related to the number of jobs that have materialized as a result of the economic development project, is appropriate, or other remedy under s. Trans 510.08(3), Wis. Adm. Code.

The full grant amount involved here, of which partial or total reimbursement may be required, is **\$475,000**.

X

(Signature of WisDOT Secretary)

Craig Thompson
Secretary,
Wisconsin Department of Transportation

(Date – m/d/yy)

X

(Signature of the Applicant's Authorized Representative)

Nathan Thiel, Village Administrator
(Print Name and Title of Representative)

9915 39th Avenue
(Street, P.O. Box)

Pleasant Prairie, WI 53158
(City, State, ZIP Code)

7/1/19
(Date – m/d/yy)



MEMORANDUM

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

TO: Nathan Thiel, Village Administrator

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

SUBJ: Prairie Highlands Corporate Park Water Tower
Award of Construction Contract

DATE: July 3, 2019

Overview:

In accordance with the published Official Notice to Bidders, sealed bids for the above referenced project were received until 1:00 P.M. on June 25, 2019, at the Village Hall. The bids were publicly opened and read aloud.

The project consists of one prime contract generally consisting of the following work:

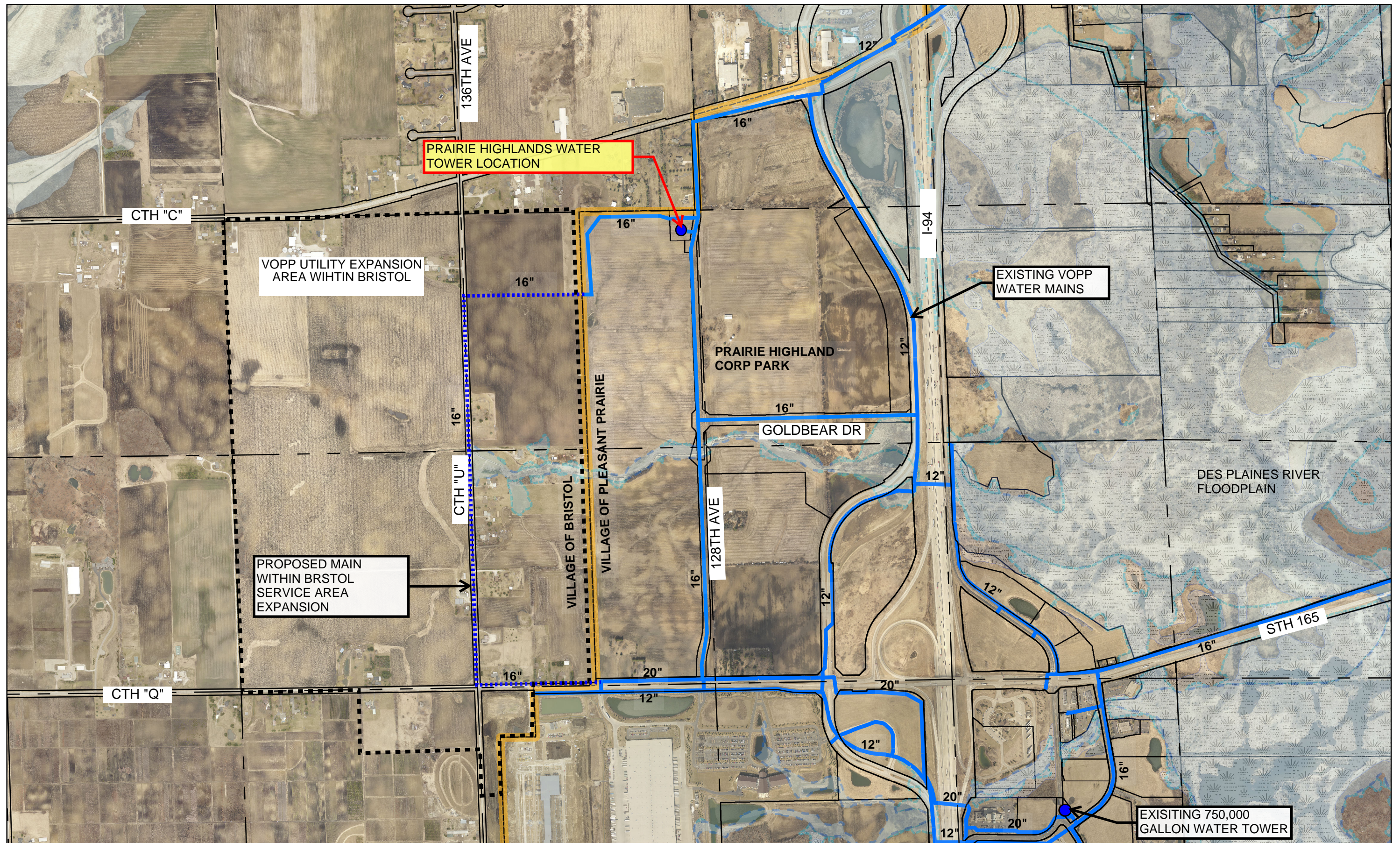
- Construction of a 750,000 gallon single pedestal spheroid elevated tank, foundation, valve room, tank piping and accessories, miscellaneous plumbing, HVAC, electrical, and site improvements.

A total of five bids were received for this project. The low base bid was submitted by Phoenix Fabricators and Erectors, LLC, of East Avon, IN, in the amount of \$2,644,416.00. The second low base bid was submitted by CB&I LLC, Plainfield IL, in the amount of \$2,667,000.00. The high base bid was submitted by Caldwell Tanks, Inc., of Louisville, KY, in the amount of \$2,876,000.00.

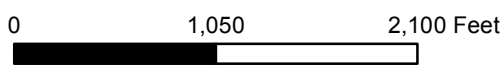
Recommendation:

The bids were reviewed and Phoenix Fabricators and Erectors, LLC was found to be the lowest overall responsive and responsible bidder. It is recommended the Village Board award this project to Phoenix Fabricators and Erectors, LLC with an overall low base bid of \$2,644,416.00. Following formal award by the Village Board, the necessary documents for execution by the Village and the Contractor will be prepared.

Attachments: Bid Tab



PRAIRIE HIGHLAND CORPORATE PARK WATER TOWER



1 inch = 1,000 feet



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

REVIEWED: ARA

DESIGNED: AIS

DRAFTED: EP

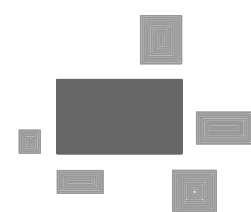
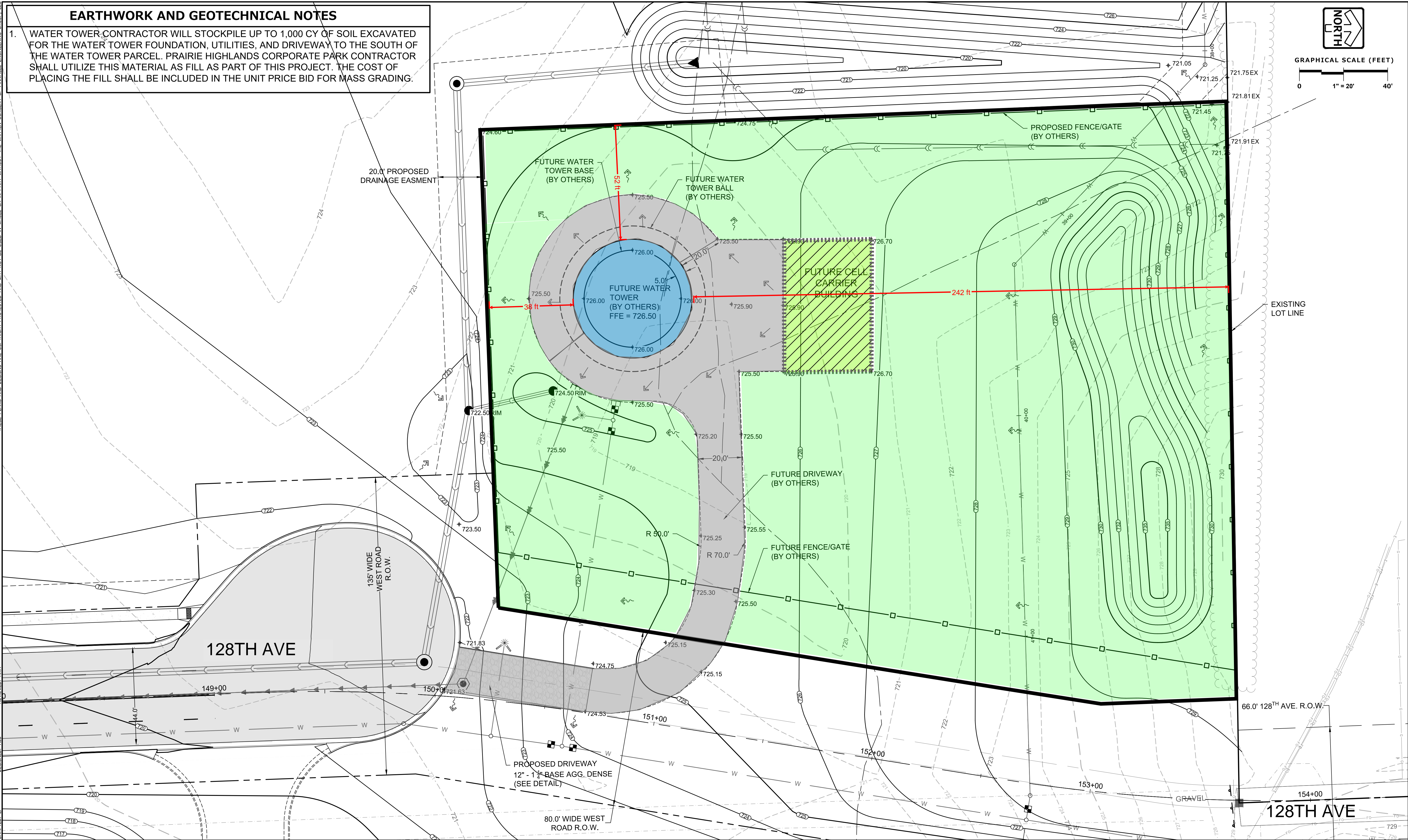
EARTHWORK AND GEOTECHNICAL NOTES

1. WATER TOWER CONTRACTOR WILL STOCKPILE UP TO 1,000 CY OF SOIL EXCAVATED FOR THE WATER TOWER FOUNDATION, UTILITIES, AND DRIVEWAY TO THE SOUTH OF THE WATER TOWER PARCEL. PRAIRIE HIGHLANDS CORPORATE PARK CONTRACTOR SHALL UTILIZE THIS MATERIAL AS FILL AS PART OF THIS PROJECT. THE COST OF PLACING THE FILL SHALL BE INCLUDED IN THE UNIT PRICE BID FOR MASS GRADING.



GRAPHICAL SCALE (FEET)

0 1" = 20' 40'



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

WISCONSIN OFFICE:
15850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

**PRAIRIE HIGHLANDS
CORPORATE PARK
PLEASANT PRAIRIE, WI**

**WATER TOWER
GRADING PLAN**

REVISIONS

1. ADDENDUM #3	5/31/18	5. CONSTRUCTION BULLETIN 3	03/28/19
2. ADDENDUM #4 & 5	6/11/18		
3. CONSTRUCTION BULLETIN 1	8/13/18		
4. CONSTRUCTION BULLETIN 2	12/11/18		

PEG JOB NO. 897.00

PEG PM. ARA

SAVE DATE 4/8/19

SCALE 1" = 20'

**SHEET
C-95
C-152**

Bids Received: 1 P.M.
June 25, 2019

STRAND ASSOCIATES, INC.®
126 North Jefferson Street
Suite 350
Milwaukee, Wisconsin 53202

PRAIRIE HIGHLANDS CORPORATE WATER TOWER
CONTRACT 1-2018
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Lump Sum Bid
Phoenix Fabricators and Erectors, LLC 182 South County Road 900 East Avon, IN 46123	5%	Yes	\$2,644,416.00
CB&I LLC 14109 South Route 59 Plainfield, IL 60544	5%	Yes	\$2,667,000.00
Maguire Iron, Inc. PO Box 1446 Sioux Falls, SD 57101	5%	Yes	\$2,820,000.00
Landmark Structures I, L.P. 1665 Harmon Road Fort Worth, TX 76177	5%	Yes	\$2,864,000.00
Caldwell Tanks, Inc. 4000 Tower Road Louisville, KY 40219	5%	Yes	\$2,876,000.00

Reviewed by: Ryan Wood 6/28/19



Purchase Order

Fiscal Year 2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #

191962-00

B
I
L
L
T
O

VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158
262-694-1400

V
E
N
D
O
R

PHOENIX FABRICATORS AND ERECTORS, LLC
182 S. COUNTY ROAD 900 E.
AVON IN 46123

S
H
I
P
T
O

Village of Pleasant Prairie
9915 39th Ave
Pleasant Prairie WI 53158

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				2095		Kristina Bastainelli	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
07/03/2019	5053					Engineering	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	Prairie Highlands Corporate Wa						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	Construction of Prairie Highlands Water Tower			1.0	EACH	\$2,644,416.000	\$2,644,416.00

By

William J. Hill
Village Administrator

PO Total

\$2,644,416.00



MEMORADUM

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

TO: Nathan Thiel, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: Prairie Highland Corporate Park
General Utility Easements

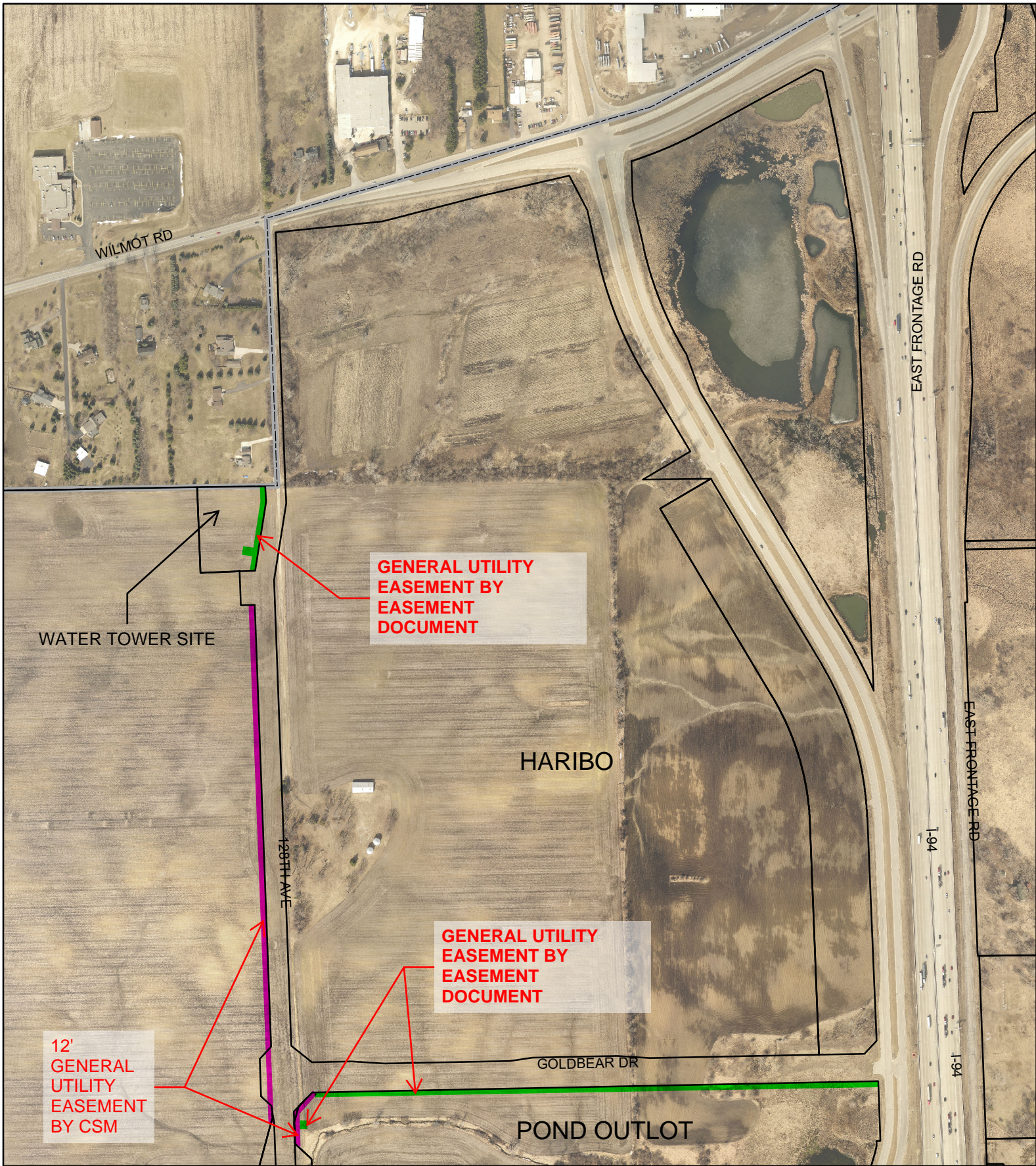
DATE: July 9, 2019

As part of the Prairie Highland Corporate Park Development, additional General Utility Easements are needed for We-Energies and other private utility providers. The easement locations are outside the most recent CSM boundaries and therefore require separate easement documents for dedication.

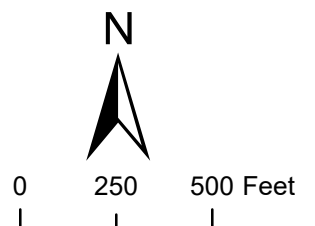
Attached, are two easement documents dedicating easements within the Water Tower Parcel and along the south side of Goldbear Drive, within the pond outlet.

It is recommended that the Village Board approve and execute the easements to facilitate We-Energies and other future private utility providers.

Attachments: Easement Documents
Project Area Map



PROPOSED GENERAL UTILITY EASEMENTS



GENERAL UTILITY EASEMENT

Document Number

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF PLEASANT PRAIRIE**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY (a Wisconsin corporation doing business (d/b/a) as We Energies), WISCONSIN BELL, Inc (d/b/a AT&T Wisconsin), FRONTIER COMMUNICATIONS CORPORATION, MIDWEST FIBER NETWORKS, LLC, and CHARTER COMMUNICATIONS, Inc. (d/b/a Spectrum)**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as:

The north 12.00 feet of Outlot 1 of Certified Survey Map No. 2866, as recorded in the Register of Deeds Office for Kenosha County as Document No. 1822092, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

RETURN TO:

Village of Pleasant Prairie
Attn: Matt Fineour, Village Engineer
9915 39th Avenue
Pleasant Prairie, WI 53158

Parcel # 91-4-121-244-0605

AND

That part of Outlot 1 of Certified Survey Map No. 2866, as recorded in the Register of Deeds Office for Kenosha County as Document No. 1822092, being a part of the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of said Outlot 1; thence North 88°50'59" East along the south line of said Outlot 1, 12.00 feet to the east line of an existing Dedicated 12' General Utility Easement; thence North 02°07'40" West along said east line, 379.66 feet to the Point of Beginning;

Thence continuing North 02°07'40" West along said east line, 30.00 feet to Point "A"; thence North 87°52'20" East, 32.00 feet; thence South 02°07'40" East, 30.00 feet; thence South 87°52'20" West, 32.00 feet to the Point of Beginning.

ALSO

Commencing at the aforesaid Point "A"; thence North 02°07'40" West along said east line of an existing Dedicated 12' General Utility Easement, 7.93 feet to Point "B"; thence continuing North 02°07'40" West along said east line, 39.07 feet; thence North 43°21'39" East along said east line, 24.26 feet; thence South 15°00'56" West, 58.69 feet to the aforesaid Point "B".

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

- 1. Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Grantor:
VILLAGE OF PLEASANT PRAIRIE

By _____

John Steinbrink Sr., Village President

By _____

Jane Snell, Village Clerk

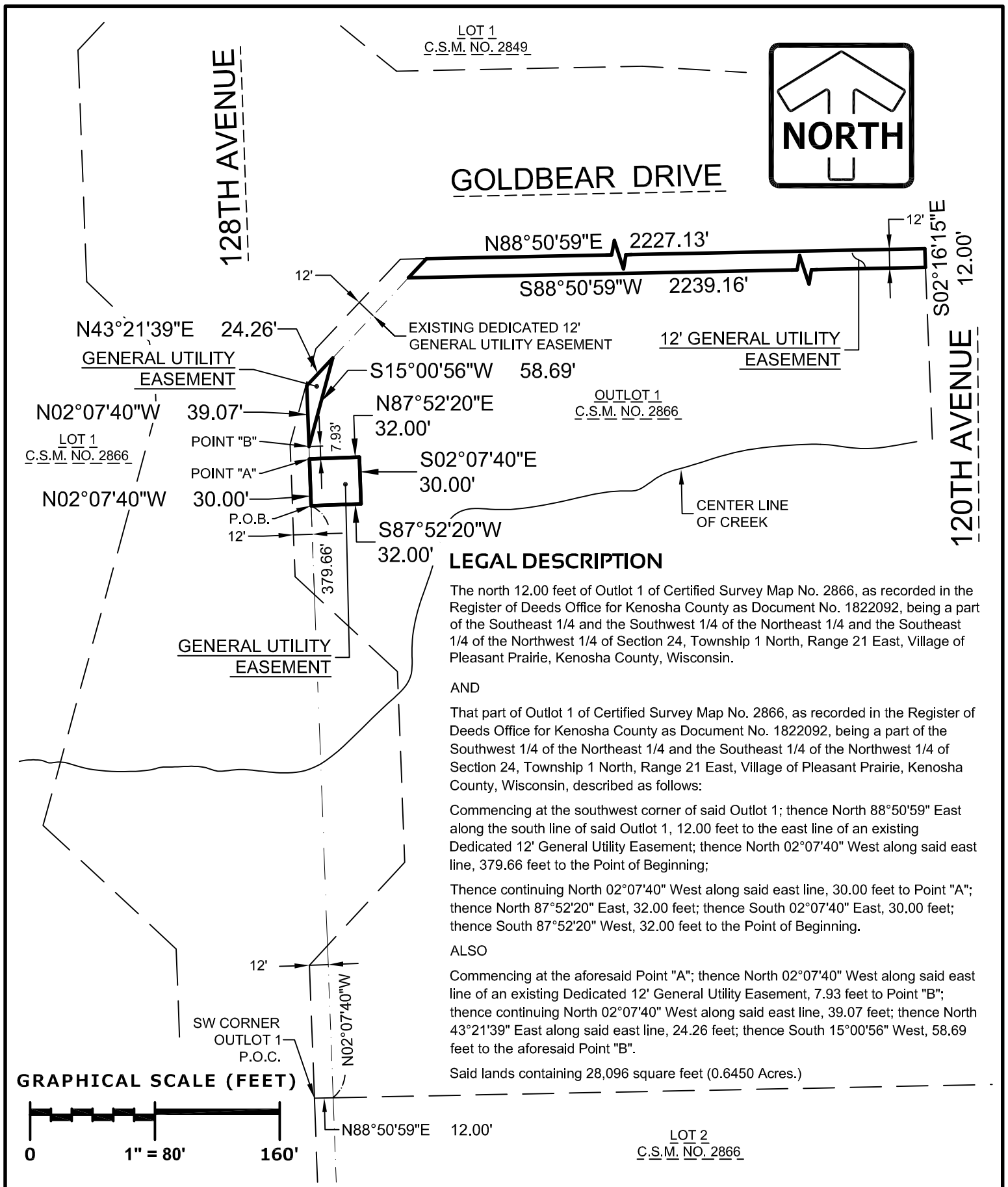
Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF PLEASANT PRAIRIE, for the municipal corporation, by its authority, and adopted by its Village Board on
_____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____



GENERAL UTILITY EASEMENT

Document Number

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF PLEASANT PRAIRIE**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY (a Wisconsin corporation doing business (d/b/a) as We Energies), WISCONSIN BELL, Inc (d/b/a AT&T Wisconsin), FRONTIER COMMUNICATIONS CORPORATION, MIDWEST FIBER NETWORKS, LLC, and CHARTER COMMUNICATIONS, Inc. (d/b/a Spectrum)**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as:

Being a part of Outlot 2 of Certified Survey Map No. 2849, as recorded in the Register of Deeds office for Kenosha County as Document No. 1810901, located in the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Beginning at the northeast corner of Outlot 2 of said Certified Survey Map No. 2849; thence South 02°07'40" East along the east line of said Outlot 2, 62.38 feet; thence South 09°04'03" West along said east line, 276.00 feet to the south line of said Outlot 2; thence South 87°52'20" West along said south line, 12.23 feet; thence North 09°04'03" East, 54.50 feet; thence North 81°05'22" West, 23.00 feet; thence South 09°04'03" West, 4.00 feet; thence North 81°05'22" West, 30.00 feet; thence North 09°04'03" East, 20.00 feet; thence South 81°05'22" East, 30.00 feet; thence South 09°04'03" West, 4.00 feet; thence South 81°05'22" East, 23.00 feet; thence North 09°04'03" East, 210.69 feet; thence North 02°07'40" West, 61.45 feet to the north line of said Outlot 2; thence North 89°03'42" East along said north line, 12.00 feet to the Point of Beginning.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

- Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

RETURN TO:

Village of Pleasant Prairie
Attn: Matt Fineour, Village Engineer
9915 39th Avenue
Pleasant Prairie, WI 53158

Parcel # 91-4-121-242-0702

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Grantor:
VILLAGE OF PLEASANT PRAIRIE

By _____

John Steinbrink Sr., Village President

By _____

Jane Snell, Village Clerk

Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF PLEASANT PRAIRIE, for the municipal corporation, by its authority, and adopted by its Village Board on
_____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

LEGAL DESCRIPTION

Being a part of Outlot 2 of Certified Survey Map No. 2849, as recorded in the Register of Deeds office for Kenosha County as Document No. 1810901, located in the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Beginning at the northeast corner of Outlot 2 of said Certified Survey Map No. 2849; thence South 02°07'40" East along the east line of said Outlot 2, 62.38 feet; thence South 09°04'03" West along said east line, 276.00 feet to the south line of said Outlot 2; thence South 87°52'20" West along said south line, 12.23 feet; thence North 09°04'03" East, 54.50 feet; thence North 81°05'22" West, 23.00 feet; thence South 09°04'03" West, 4.00 feet; thence North 81°05'22" West, 30.00 feet; thence North 09°04'03" East, 20.00 feet; thence South 81°05'22" East, 30.00 feet; thence South 09°04'03" West, 4.00 feet; thence South 81°05'22" East, 23.00 feet; thence North 09°04'03" East, 210.69 feet; thence North 02°07'40" West, 61.45 feet to the north line of said Outlot 2; thence North 89°03'42" East along said north line, 12.00 feet to the Point of Beginning.

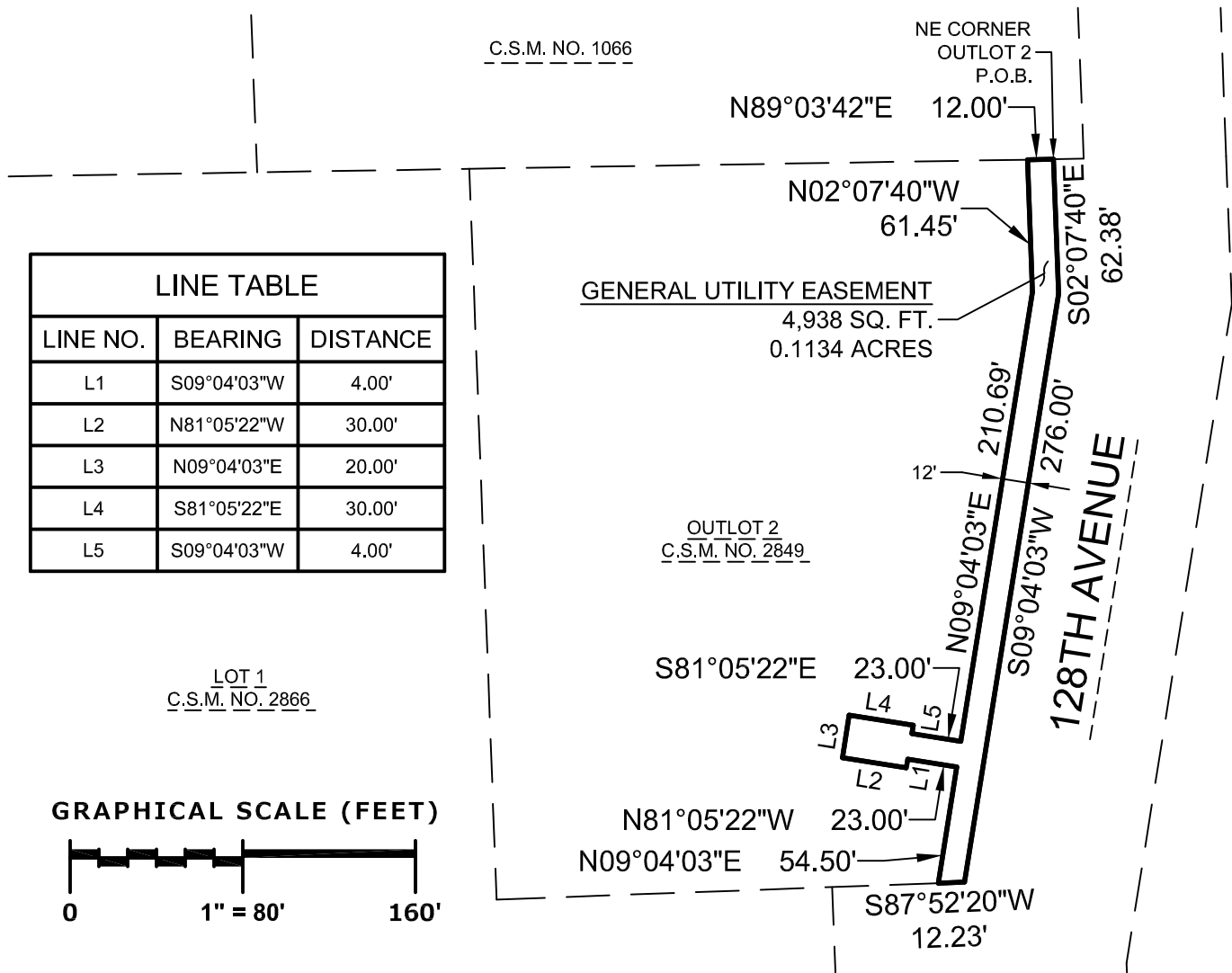


EXHIBIT A

PINNACLE ENGINEERING GROUP

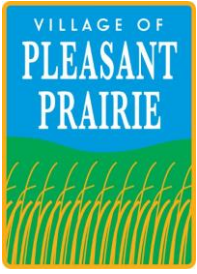
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

07/08/19

PLAN | DESIGN | DELIVER

PEG JOB#897.00



Office of the Director of Public Works
John Steinbrink Jr., P.E.

MEMORANDUM

To: Village Board of Trustees

From: John Steinbrink, Jr., P.E., Director of Public Works

Subject: Acceptance of Public Improvements for The Cottages at Village Green, Phase 2

Date: July 15, 2019

The Village recommends the acceptance of public improvements for public sanitary sewer system, public storm sewer system, and public water main improvements for The Cottages at Village Green Condominium Development, Phase 2.

VILLAGE BOARD RESOLUTION #19-25

ACCEPTANCE OF PUBLIC IMPROVEMENTS RE: PUBLIC SANITARY SEWER SYSTEM, PUBLIC STORM SEWER SYSTEM, AND PUBLIC WATER MAIN IMPROVEMENTS FOR THE COTTAGES AT VILLAGE GREEN CONDOMINIUM DEVELOPMENT, PHASE 2, PLEASANT PRAIRIE, WISCONSIN AS LEGALLY DESCRIBED BELOW

Legal Description:

Units 32-72 of The Cottages at Village Green Condominium Development as recorded at the Kenosha County Register of Deeds Office and further identified as part of the Southwest One-Quarter of U.S. Public Land Survey Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian in the Village of Pleasant Prairie, Kenosha County, WI and further identified as Tax Parcels 92-4-122-233-2032 thru 92-4-122-233-2034.

WHEREAS, on September 15, 2017, a Memorandum of Development Agreement between the Village and The Cottages At Village Green, LLC, was duly recorded as Document No. 1805203 at the Kenosha County Register of Deeds Office; and

WHEREAS, The Cottages at Village Green Condominium Development as referenced in the Agreement the Developer dedicated, given, granted and conveyed, to the Village, certain right-of-way affecting the properties and certain areas included in the Development for the public sanitary sewer system, public storm sewer system, and public water main improvements. These dedications are described on the approved The Cottages At Village Green Condominium Development, which is a part of said Agreement; and

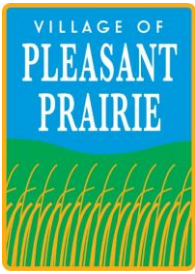
WHEREAS, all public improvements such as but not limited to public sanitary sewer system, public storm sewer system, and public water main improvements have been completed, inspected and record information received.

NOW THEREFORE, on 15th day of July, 2019 the Village of Pleasant Prairie Board of Trustees hereby accepts the public sanitary sewer system, public storm sewer system, and public water main improvements associated with The Cottages at Village Green Condominium Development developed by The Cottages at Village Green, LLC as specified in said Agreement.

ATTEST:

Name: John P. Steinbrink
Title: Village President

Name: Jane C. Snell
Title: Village Clerk



MEMORANDUM

To: Nathan Thiel, Village Administrator and Members of the Village Board

From: John Steinbrink Jr., Director of Public Works

Subject: Village of Pleasant Prairie 2019 Annual Paving Program – Project #94101

Date: July 9, 2019

Sealed bids for the above referenced project were received until 2:00 p.m. on Tuesday, June 18th, 2019, at the Village of Pleasant Prairie Public Works Dept.; 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The bids were publicly opened and read aloud.

The 2019 Paving Project – Phase 2, as bid, consists of three (3) work sections generally described as follows:

- Section 1: Bain Station Road, State Trunk Highway 31 to Union Pacific Railroad – (Pulverize & Relay, Turn Lane Addition) – Pulverize existing asphalt and base, grade and compact, furnish and place 5-inches of new asphaltic pavement, add right turn only lane, pavement markings, and road shouldering. (5,600 square yards, est. qty.) This project section is partially funded with Wisconsin Department of Transportation Local Road Improvement Program (LRIP) funds.
- Section 2: 93rd Street Booster Station - (Driveway Improvements) – Remove 5-inches of existing asphalt, excavation below subgrade repairs, furnish and place 5-inches of new asphalt pavement.
- Section 3: Foxmoor Drainage Repair – (Mill & Relay) – Mill 3-inches of asphalt pavement, curb and gutter spot repairs, furnish and place 3-inches of new asphaltic pavement. (100 square yards, est. qty.)

A total of one (1) bid was received for this project:

<u>Contractor</u>	<u>Bid (as read)</u>
Payne & Dolan, Inc.	\$294,773.80

The low bidder, Payne & Dolan, Inc. has completed several pavement projects for the Village in the past, including the 2016, 2017, 2018, and 2109 Paving Program – Phase 1 project.

The 2019 General Fund budget is \$1,825,272.00. It is recommended that the Village award this project to Payne & Dolan, Inc. in the amount of \$294,773.80. The project breakdown is as follows:

PROJECT NUMBER	94101	56102	56705	46206	
DESCRIPTION	Paving Program (General Fund)	Paving Sewer Adjustments	Clean Water Utility	Paving Water Sites	TOTAL
BUDGET	\$1,825,272.00	\$170,000.00	\$120,000.00	\$30,000.00	\$2,115,272.00
PHASE 1 BID	\$1,976,240.39	\$207,581.02	\$23,314.84		\$2,207,136.25
PHASE 2 BID	\$209,064.80	\$6,000.00	\$29,136.00	\$50,573.00	\$294,773.80

Staff will execute change orders to ensure the project is completed within budget.

CHANGE ORDER

No. 1

DATE OF ISSUANCE: July 2, 2019

OWNER: Village of Pleasant Prairie

CONTRACTOR: Payne & Dolan, Inc.

CONTRACT: 2019 Paving Project Phase II

OWNER's Project No.: **94101.1**

You are directed to make the following changes in the Contract Documents:

Description:

(Include itemized increase (decrease) price of work):

- Edit Section #1 – Add Item (1-1)
- Remove Section #2 – 93rd Booster Station (Items 29-39)

Item #	Description	Qty.	Unit	Unit Price	Add	(Deduct)
1-1	Concrete Pavement Removal:	42	SY	\$15.00	\$630.00	
29	Common Excavation, as specified:	-35	CY	\$46.00		(\$1,610.00)
30	Asphalt Removal, as specified:	-240	SY	\$12.00		(\$2,880.00)
31	Base Repair 12-inch, as specified:	-60	SY	\$48.00		(\$2,880.00)
32	Excavation Below Subgrade, as specified:	-30	CY	\$42.00		(\$1,260.00)
33	Granular Backfill for Excavation below Subgrade, furnished and installed as specified:	-60	TON	\$34.00		(\$2,040.00)
34	HMA Pavement, Type LT, 3" Lower Layer, furnished and installed as specified:	-80	TON	\$140.00		(\$11,200.00)
35	HMA Pavement, Type LT, 2" Upper Layer, furnished and installed as specified:	-52	TON	\$210.00		(\$10,920.00)
36	Base Aggregate Dense, 1-1/4", furnished and installed as specified:	-204	TON	\$22.00		(\$4,488.00)
37	Traffic Control, furnished, installed and maintained as specified:	-1	LS	\$1,300.00		(\$1,300.00)
38	Lawn Restoration, as specified:	-1	LS	\$1,995.00		(\$1,995.00)
39	Mobilization, as specified:	-1	LS	\$10,000.00		(\$10,000.00)

TOTAL \$ (\$49,943.00)

Reason for Change Order No. 1:

Removal of 2019 Paving Project Phase II Section #2 due to budget.

CHANGE IN CONTRACT PRICE:
Contract Price prior to this Change Order: <u>\$294,773.80</u>
Net increase (decrease) of this Change Order: <u>(\$49,943.00)</u>
Contract Price with all approved Change Orders: <u>\$244,830.80</u>

CHANGE IN CONTRACT TIMES:
Contract Times prior to this Change Order: Substantial Completion: November 1, 2019 Ready for final payment: November 15, 2019 (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days (days or dates)
Contract Times with all approved Change Orders: Substantial Completion: November 1, 2019 Ready for final payment: November 15, 2019 (days or dates)

Approved by ENGINEER / OWNER
(Authorized Signature)

Date

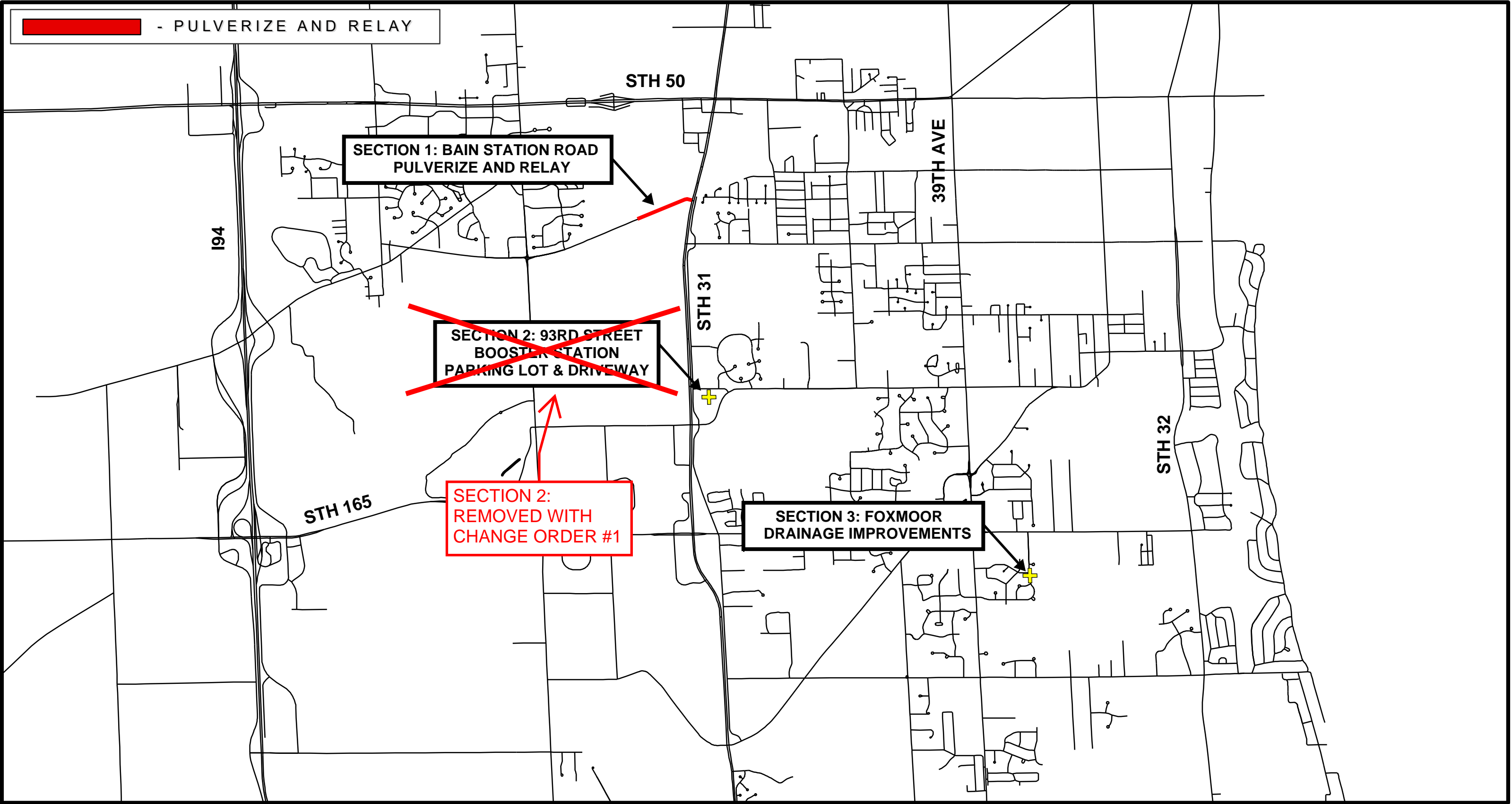
Accepted by CONTRACTOR
(Authorized Signature)

Date

Budget Allocation

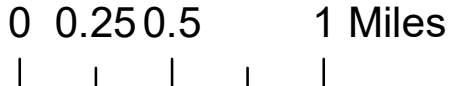
	94101	56102	56209	56705	46206	
	Paving Program (General Fund)	Paving Sewer Adjustments	Water Utility	Clean Water Utility Adjustments	Pave Water Sites	TOTAL
Original PO - as estimated	\$ 1,825,272.00	\$ 170,000.00	\$ -	\$ 120,000.00	\$ 30,000.00	\$ 2,145,272.00
Base Bid - as bid & executed	\$ 1,976,240.39	\$ 207,581.02	\$ -	\$ 23,314.84	\$ -	\$ 2,207,136.25
Change Order #1 - as executed	\$ (529,625.49)	\$ (64,276.42)	\$ -	\$ -	\$ -	\$ (593,901.91)
Change Order #2 - as executed	\$ 288,631.05	\$ 6,374.58	\$ -	\$ -	\$ -	\$ 295,005.63
Change Order #3 - pending	\$ 3,300.00	\$ -	\$ -	\$ 29,020.00	\$ -	\$ 32,320.00
Change Order #4 - pending	\$ (341,096.83)	\$ -	\$ -	\$ -	\$ -	\$ (341,096.83)
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bain Station Road (31 to UPRR) - as bid	\$ 209,064.80	\$ 6,000.00	\$ -	\$ 5,856.00	\$ -	\$ 220,920.80
Change Order #1 - proposed	\$ 630.00				\$ (50,573.00)	\$ (49,943.00)
93 Booster Driveway - as bid	\$ -	\$ -	\$ -	\$ -	\$ 50,573.00	\$ 50,573.00
Foxmoor Curb & Storm repair - as bid	\$ -	\$ -	\$ -	\$ 23,280.00	\$ -	\$ 23,280.00
Meadowdale Apshalt/Concrete Patching - proposed	\$ 20,000.00					\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Subtotal	\$ 1,627,143.92	\$ 155,679.18	\$ -	\$ 81,470.84	\$ -	\$ 1,864,293.94
Inspection/Engineering (15%)	\$ 244,071.59	\$ 23,351.88	\$ -	\$ 12,220.63	\$ -	\$ 279,644.09
RA Smith Eng (Bain Sta) - Final	\$ 12,822.35	\$ -	\$ -	\$ -	\$ -	\$ 12,822.35
Kenosha 7th Ave Credit - MOU - proposed	\$ (21,584.27)					\$ (21,584.27)
16-17 LRIP Funds - received	\$ (52,369.04)	\$ -	\$ -	\$ -	\$ -	\$ (52,369.04)
18-19 LRIP Funds - in process	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated/Actual Total PO	\$ 1,810,084.55	\$ 179,031.06	\$ -	\$ 93,691.47	\$ -	\$ 2,082,807.07
Remaining PO (over)/under	\$ 15,187.45	\$ (9,031.06)	\$ -	\$ 26,308.53	\$ 30,000.00	\$ 62,464.93

2019 VILLAGE OF PLEASANT PRAIRIE PAVING PROGRAM PHASE II



The Village of Pleasant Prairie makes no representations concerning the accuracy or validity presented on this map. Information is for general informational purpose only and is not to be used for system design purposes by others.

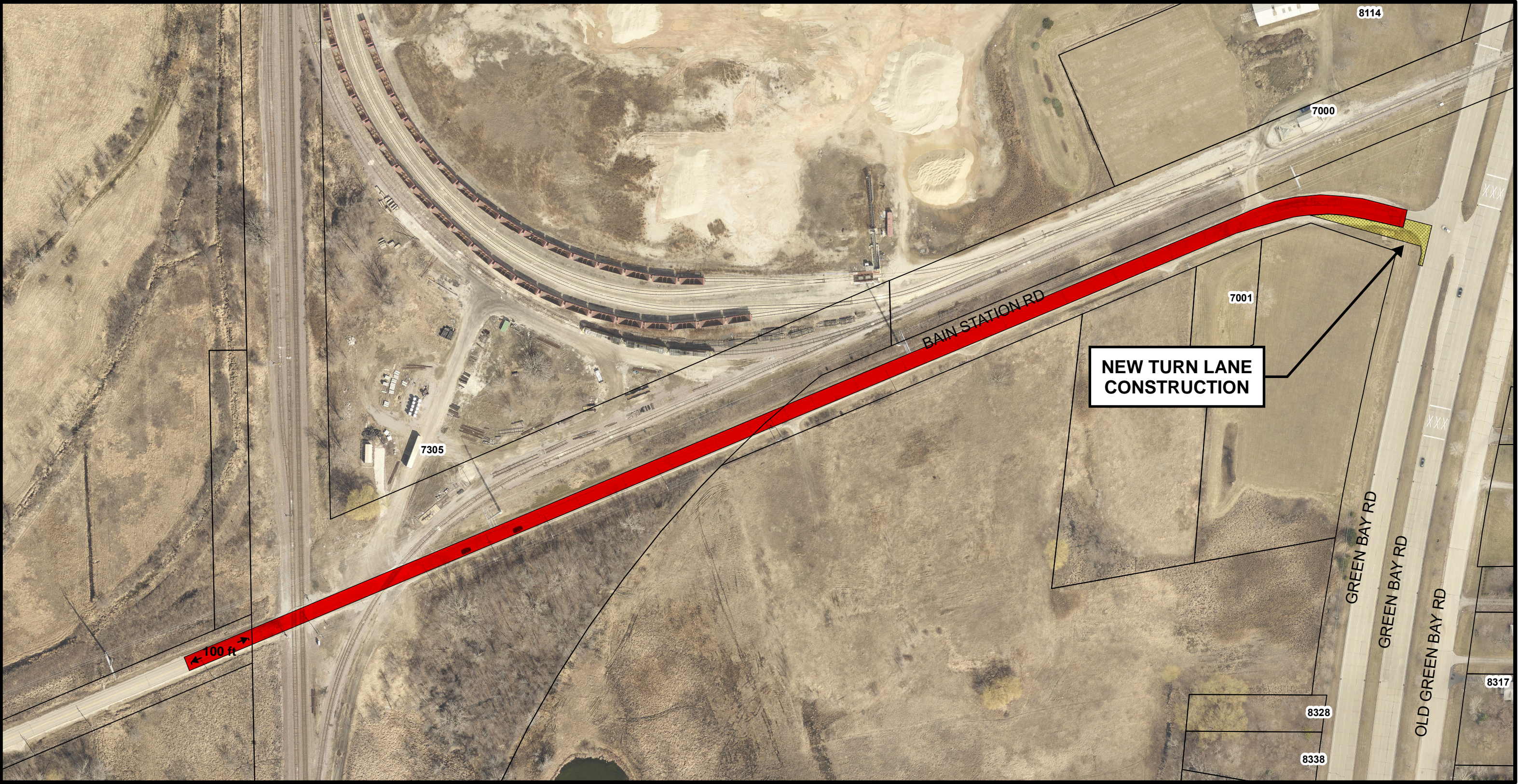
A-01



SECTION 1: BAIN STATION ROAD

100' WEST OF R.R. TO STH 31

PULVERIZE & RELAY
ESTIMATE: 5500 SQ YD

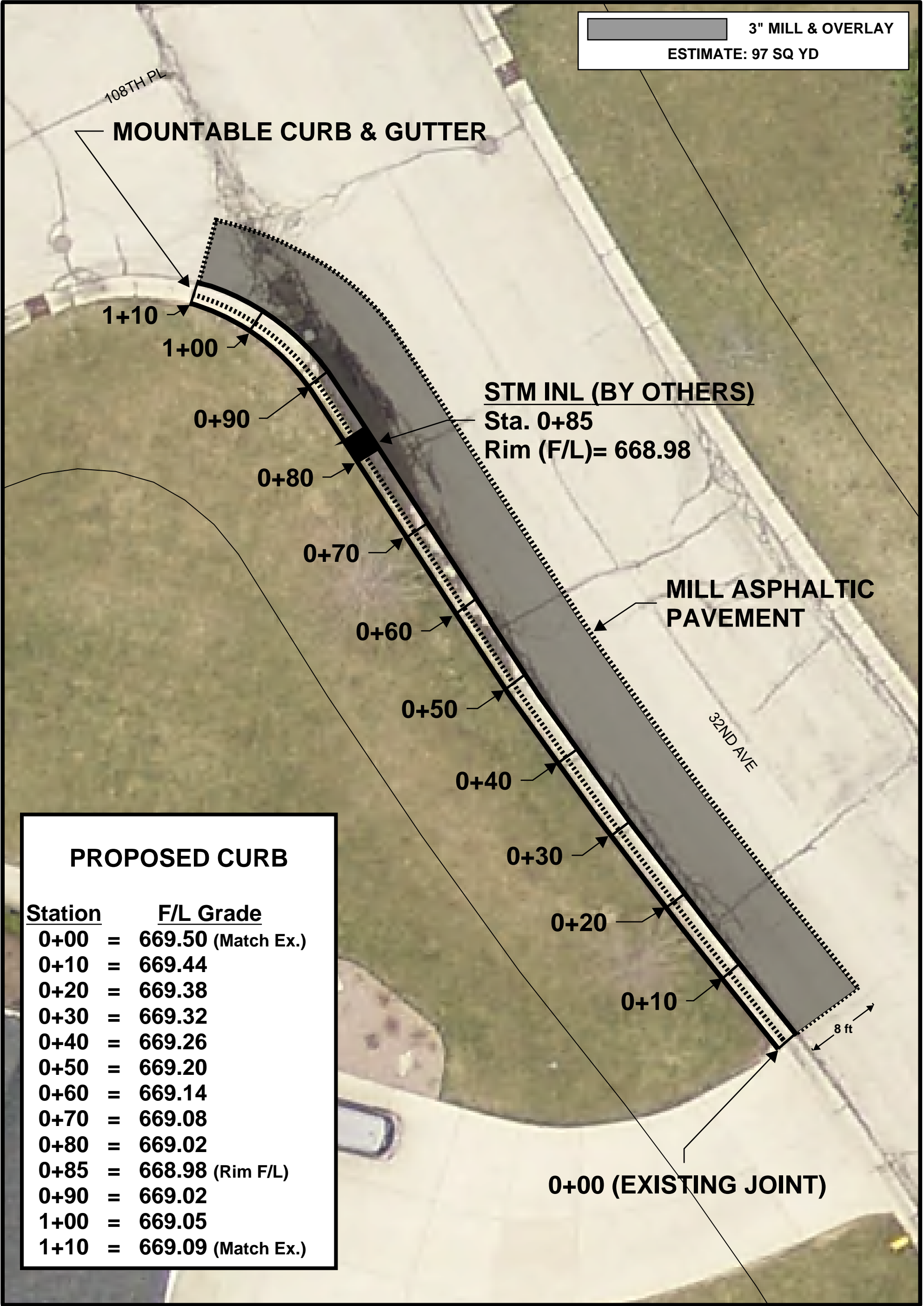


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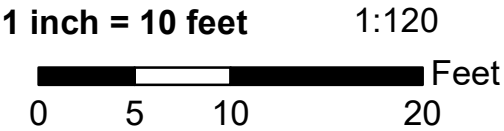
SECTION 3: FOXMOOR DRAINAGE IMPROVEMENTS

(108TH PLACE AND 32ND AVE)



The Village of Pleasant Prairie makes no representations concerning the accuracy or validity presented on this map. Information is for general informational purpose only and is not to be used for system design purposes by others.

A-04



AGREEMENT

THIS AGREEMENT is by and between the Village of Pleasant Prairie (hereinafter called Owner) and _____ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnishing all labor, equipment, tools, supervision, machinery, supplies, and materials necessary to complete the Work on the 2019 Paving Program Phase II.

ARTICLE 2. THE PROJECT

- 2.01 The Project for which the Work under Contract Documents may be the whole or only part of is generally described as follows.

**2019 PAVING PROGRAM PHASE II
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

ARTICLE 3. ENGINEER

- 3.01 The Engineer for this project as referenced in the agreement is the Owner or it's designee as represented by the Village of Pleasant Prairie Department of Public Works who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIMES

- 4.01 Time of the Essence.
- A. All time limits for Milestones, if any, substantial completion, and final completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Dates for Substantial Completion and Final Completion.

- A. The Work shall be completed in a continuous manner without interruption until all Work is finished. The Work shall be substantially completed on or before **November 01, 2019**. Final completion of the Work including all punch list items shall be completed on or before **November 15, 2019**. Contractor shall make their application for final payment with all accompanying documentation as required by the Contract Documents in accordance with Paragraph 15.06 of the General Conditions within 90 days of the final completion date.

4.03 Liquidated Damages.

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed in a continuous manner or within the times and as specified in the Paragraph 4.02 above, plus any extension thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500, for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 above for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay OWNER \$500, for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment.

After final completion of the Work including all punch list items, if Contractor shall neglect, refuse, or fail to make their application for final payment with all accompanying documentation within the time specified in Paragraph 4.02 for application for final payment, Contractor shall pay Owner \$500, for each day that expires after the time specified in Paragraph 4.02.

- 4.04 Permitting Contractor or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date which the times for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of its rights under the Contract.

ARTICLE 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for the completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and B below:

- A. For all Work, at the prices stated in the Contractor's Bid.
- B. The Bid prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

- 1. Base Bid: \$
- 2. Alternates: None
- 3. Combination Bid: None
- 4. Final Contract Amount: \$

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing Payments.

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Application for Payment will be processed by the Engineer as provided in the General Conditions.
- B. Owner reserves the right to make payments to the Contractor and its subcontractors in accordance with Wis. Statute 779.14(1)(1m)(d).

6.02 Progress Payments; Retainage.

- A. Owner will make monthly progress payments on account of the Contract Price on the basis of Contractor's Application for Payment as recommended by Engineer each month during the construction as provided below. All progress payments will be on the basis of the progress of Work measured by the schedule of values established in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- B. After each Application for Payment has been found acceptable by the Owner, Owner will pay 95% of the estimated value less any previous payments to Contractor until the project is 50% complete. At 50% completion, further progress payments will be made in full to Contractor and no additional amounts will be retained unless Engineer determines that the character and progress of the Work is not proceeding satisfactorily. Amounts previously retained shall not be paid to Contractor. At 50% completion or any time thereafter when the character and progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the Work completed.
- C. Upon Substantial Completion of the Work, the amount retained may be reduced. When the Work has been Substantially Completed except for Work which cannot be completed because of weather conditions, lack of materials or other reason which, in the judgment of Owner are valid reasons for non-completion, Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

6.03 Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06.B.1 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.B.1, less liquidated damages as provided in Paragraph 4.03 above.

ARTICLE 7. CONTRACTORS REPRESENTATIONS

- 7.01 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and other related data identified in the Bidding Documents.
- 7.02 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of Work.
- 7.03 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 7.04 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03.A of the General Conditions. Contractor accepts the determination set forth in Paragraph SC 5.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which

Contractor is entitled to rely as provided in Paragraph 5.03 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures or construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.05 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.06 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.07 Contractor hereby covenants and agrees to pay all claims for labor, services, materials, plans, or specifications performed, furnished, procured, used, or consumed that pertains to the public improvement or public work.
- 7.08 Contractor agrees to extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the Contract.
- 7.08.1 Subcontractor, supplier, or service provider means the following: Any person who has direct contractual relationship, expressed or implied, with the Prime Contractor or with any subcontractor of the Prime Contractor to perform, furnish, or procure labor, services, materials, plans, or specifications.

ARTICLE 8. CONTRACT DOCUMENTS

8.01 The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- A. This Agreement.
- B. Exhibits to this Agreement (bid form, documentation submitted by Contractor prior to Notice of Award).
- C. Performance, Payment and other Bonds.
- D. Notice of Award.
- E. Notice to Proceed. (issued separately)
- F. General Conditions.
- G. Supplemental Conditions.
- H. Special Provisions.
- I. Drawings.
- J. Addenda number __, inclusive.
- K. State and local forms.
- L. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto: Work Change Directives, and Change Order(s).

ARTICLE 9. MISCELLANEOUS

9.01 All references to the General Conditions in any Contract Document shall be interpreted to include reference to the corresponding Article of Supplementary Conditions, whether stated or unstated in such reference.

9.02 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.03 No assignment by a party hereto of any rights under of interests in the Contract Documents will be binding on another party hereto without the written consent of the

party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.04 Owner and Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____ (which is the effective Date of the Agreement).

Attest:

(CONTRACTOR)

(Signature)

(Signature)

(Typed or Printed Name and Title)

(Typed or Printed Name and Title)

Address for giving notices:

(If CONTRACTOR is a corporation, attach
Evidence of authority to sign.)

CONTRACTOR'S License No. _____ (If required by state or municipal law).

Attest:

Village of Pleasant Prairie
(OWNER)

(Signature)

(Signature)

(Typed or Printed Name and Title)

John P. Steinbrink, Village President
(Typed or Printed Name and Title)

Address for giving notices:

Village of Pleasant Prairie

9915 39th Avenue

Pleasant Prairie, WI 53158

Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Ordinances of Business and considered at this point on the agenda.)

- 1) Minutes of Meeting – July 1, 2019
- 2) Consider approval of Arbor Ridge Letter of Credit Reduction No. 2.
- 3) Consider approval of Resolution #19-24 authorizing the Village Administrator to dispose of surplus vehicles.



MINUTES VILLAGE BOARD

Village Hall Auditorium
9915 - 39th Avenue
Pleasant Prairie, WI

A regular meeting of the Pleasant Prairie Village Board was held on July 1, 2019. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Mike Pollocoff, Dave Klimisch and Mike Serpe. Also present were Nathan Thiel, Village Administrator, Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Craig Roepke, Chief of Fire & Rescue; Matt Fineour, Village Engineer; Kathy Goessl, Finance Director; Carol Willke, Human Resources Director; Dan Honore, IT Director; Sandro Perez, Inspection Superintendent; Craig Anderson, Recreation Director and Jane C. Snell, Village Clerk.

1. CALL TO ORDER

John Steinbrink:

This evening we have Scouts with us. Could you designate a leader and come forward and introduce your troop? Come forward and use the microphone.

--:

Hello, we are Troop 533. We are from Kenosha. We are in St. Mary's Lutheran Church.

John Steinbrink:

And you're here this evening for?

--:

We are here for some of our merit badges so all of us can get our Eagle required in.

John Steinbrink:

I usually mention this at the Eagle Scout things. You don't have a merit badge for rock picking. And if you want one you can come out to the farm, and I have a lot of rocks and you guys can help out. I'll make sure everybody gets a badge. If you lead us in the Pledge and your troop? Please rise for the Pledge of Allegiance.

[Inaudible]

2. PLEDGE OF ALLEGIANCE

John Steinbrink:

Thank you and thank your troop for being here this evening.

3. ROLL CALL

4. MINUTES OF MEETING - JUNE 17, 2019

Dave Klimisch:

Move approval of the minutes.

Michael Serpe:

Second.

John Steinbrink:

We have a motion and a second. Any additions or corrections? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

KLIMISCH MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD REGULAR MEETING OF JUNE 17, 2019 AS PRESENTED IN ITS WRITTEN FORM; SECONDED BY SERPE; MOTION CARRIED 5-0.

5. PUBLIC HEARING

- a. Consider Resolution #19-21 for the discontinuation of portions of 128th Avenue north of 104th Street in Prairie Highlands Corporate Park.**

Jean Werbie-Harris:

Mr. President and members of the Board, this Resolution this evening, 19-21, is for the discontinuance of portions of 128th Avenue north of 104th Street in the Prairie Highlands

Corporate Park. On May 6, 2019, the Board had adopted Resolution 19-15 to initiate the discontinuance of a portion of 128th Avenue north of 104th Street adjacent to Lot 1 of CSM 2866 within the Corporate Park pursuant to Section 66.1003 of the statutes. These small portions of 128th Avenue rights-of-way as shown on the screen are proposed to be vacated as shown and are legally described as attached in the documents.

The segments of right-of-way were dedicated originally by CSMs 2849 and 2866. They were never constructed and are no longer needed because the proposed shared use path is being eliminated, and being replaced with a sidewalk and Goldbear Drive which extends to the east between 128th Avenue and the East Frontage Road will not be extended to the west. So these additional bump outs or extra areas of right-of-way are not to be needed. The land area that's adjacent is owned by the Village of Pleasant Prairie. It's identified as Tax Parcel Number 91-4-121-244-0603.

On June 6, 2019, all required property owners were notified via regular mail, and a required Class 3 notice was published in the *Kenosha News* on June 10, 17 and 24, 2019. And this was to notify the public of the public hearing being held this evening. So this is a matter for the hearing, and staff would like to continue it at this time.

John Steinbrink:

This being a public hearing I'm going to open it up to public comments or question. Is there a signup sheet this evening?

Jane Snell:

Mr. President, there were no signups this evening.

John Steinbrink:

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

Michael Serpe:

There's no houses or buildings that this affects, is that correct?

Jean Werbie-Harris:

There are no structures whatsoever.

Michael Serpe:

Move approval.

Dave Klimisch:

Second.

John Steinbrink:

Motion and a second for adoption of Resolution 19-21. Any discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

SERPE MOVED TO APPROVE RESOLUTION #19-21 FOR THE DISCONTINUATION OF PORTIONS OF 128TH AVENUE NORTH OF 104TH STREET IN PRAIRIE HIGHLANDS CORPORATE PARK; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

6. CITIZEN COMMENTS

Jane Snell:

Mr. President, there were no signups this evening.

John Steinbrink:

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

7. ADMINISTRATOR'S REPORT

Nathan Thiel: Nothing to report.

8. OLD BUSINESS - TABLED ITEM

John Steinbrink:

Motion to remove from the table?

Kris Keckler:

Motion.

Mike Pollocoff:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

KECKLER MOVED TO REMOVE ITEM 8A FROM THE TABLE; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.

- A. Receive Plan Commission Recommendation and approve two Certified Survey maps and Memorandum of Understanding including TID 7 Public Improvements Plans as it relates to Stateline 94 Corporate Park.**

Jean Werbie-Harris:

Mr. President and members of the Board, the petitioner recently created Stateline 94 Corporate Park and is working on plans to install infrastructure which includes, sanitary sewer, the lift station, public water and roadway improvements including street lights and street trees in and along 120th Avenue or the East Frontage Road. And this is to serve the new development referred to as Stateline 94 Corporate Park. The public improvements being considered tonight are all required for the first building to be known as Fresenius Kabi. This new building company will be located at the northeast corner of 120th Avenue and 122nd Street. As you can see by the slide it's the southernmost building in their Corporate Park.

The Plan Commission previously approved Preliminary Site and Operational Plans for the site and the building shell for Fresenius Kabi at previous Plan Commission meetings. One last item related to their request is a modification to the conditional use provisions this evening as part of the M-5 District.

Stateline 94 Corporate Park public improvements and Certified Survey Maps, again, there are a number of improvements that need to be made by the developer. First of all roadway improvements. A TIA or a traffic impact analysis has been completed as part of the Village's LakeView West traffic analysis. The TIA was updated by Stateline 94 developer. The TIA was then approved by the Wisconsin Department of Transportation. At this time as part of the development certain improvements will need to be made at the 120th Avenue or East Frontage Road and 122nd Street intersections as well as turning lanes at the entrances to the Fresenius Kabi development site. Additional roadway improvements will be required when additional land in the Corporate Park is developed to the north.

The Village with the assistance from the developer has submitted a Transportation Economic Assistance Grant application to the DOT known as a TEA grant. We'll be talking about that this evening. And this is for additional financial assistance for the offsite public improvements to the East Frontage Road. This TEA grant is subject to the creation of jobs and job guarantees with the state. The application, part of it, are under review with the State DOT, and more information is going to be submitted once it's been executed by the Village.

There are three slides if you could see the slides. The first one talks about the roadway improvements extending on 120th Avenue. The next are the sanitary sewer extension options along with the lift station and the water main extension. I'll begin with public sewer first. Public sanitary sewer will be extended south from the end of 116th Avenue near the Breeze Terrace apartment development. It will be south through the Corporate Park with an easement to the new lift station.

That new lift station will be at 120th Avenue at about the one hundred and sixteen hundred block. The lift station will be constructed by the developer, and upon completion an acceptance will be owned and maintained by the Village. The sanitary sewer will continue south to service Fresenius Kabi site, and the sewer extension then will be further extended to service land south of 122nd Street as well as some lands east of 120th Avenue west of Fresenius Kabi.

With respect to the next public improvement, public water system improvements, public water main and related appurtenances will be extended within 120th Avenue right-of-way from about 108th Street south to 122nd Street and along 122nd Street to the east side of the Corporate Park.

With respect to the TID project plan impact, this development will need to be in compliance with overall development plans and TID 7 project plan for the Stateline 94 Corporate Park including the Development Agreement. In addition, the Village will enter into a Memorandum of Understanding agreement which we have for you this evening. You've seen it previously in draft form for the installation of the public improvements that I've mentioned. The attached draft MOU and related exhibits will be finalized and executed prior to installation of the public improvements. In addition, the TEA grant needs to be approved by the DOT prior to any of the roadway improvements being bid out or being constructed.

The next item for them are the Certified Survey Maps. There's actually two Certified Survey Maps. The southern Certified Survey Map identified parcel 1 which is 46.9 acres for the development of Fresenius Kabi facility. And then the northern CSM will be for parcel 2 which is 11.3 acres. It's primarily wetlands and environmental corridor. And then parcel 3 is the northern area of their development. It occupies about 230.2 acres. That will likely be further subdivided in the future as new development is proposed. And then parcel 4 is that north CSM, it's the lift station site as well.

Also in your packets is the Memorandum of Understanding that was originally prepared and drafted as part of the Development Agreement, which we've pulled it out as one of the exhibits, and we will complete it as part of the approval process, again, as they're moving forward with the infrastructure. And in this case since they are starting with parcel 1 which is the south CSM at the south end all of the infrastructures coming from the north and extending to the south. So all of that infrastructure will need to be installed and completed prior to occupancy by Fresenius Kabi down at the south end. And this MOU just re-emphasizes and outlines all of the attachments, all of the approvals for the infrastructure, and it goes through and references all of the construction documents, the Village approvals that are required. And, again, it's a formality of finalizing and letting everyone know that we're proceeding with the first phase which is actually the southernmost phase for this development.

With that the staff does recommend approval of the Certified Survey Maps, the Memorandum of Understanding as well as the TID 7 public improvement plans. Those plans are subject to comments and conditions as was recently provided by our Village Engineer to their engineers for this project. And this project was before the Village Plan Commission for their review and consideration.

Michael Serpe:

At the Plan Commission a representative from Kabi approached the Plan Commission, and I asked the rate of pay. And it was nice to hear that it goes from \$19 and some cents an hour up to \$34 and some cents an hour. And for the amount of employees that they're going to have there and for that pay scale that's something good for the Village and this area. And I look forward to seeing that building come to completion, and we certainly welcome you to Pleasant Prairie.

Jean Werbie-Harris:

We do have representatives here if there are any other questions that you might have, both from the developer as well as from Fresenius Kabi.

John Steinbrink:

Any questions from the Board?

Dave Klimisch:

Parcel 2 is essentially unbuildable, it's wetland?

Jean Werbie-Harris:

I wouldn't say it's unbuildable, it just has a great deal of woods on it, it has wetlands on it. I think it's substantially limited, but they might be able to put something on it. Nothing has been advanced to us yet on that parcel.

Kris Keckler:

I move approval. Do we need to separate out the MOU from the [inaudible].

[Inaudible]

John Steinbrink:

I think it can be as one.

Kris Keckler:

Move approval of the Certified Survey maps.

Mike Pollocoff:

Second approval of the Certified Survey Maps.

John Steinbrink:

We have a motion and a second for the Certified Survey Maps. Any discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

Kris Keckler:

Move approval of the MOU as outlined.

Mike Pollocoff:

Second approval of the MOU.

John Steinbrink:

Motion and a second. Any discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

Michael Serpe:

Welcome.

KECKLER MOVED TO APPROVE TWO CERTIFIED SURVEY MAPS FOR TID 7 PUBLIC IMPROVEMENTS PLANS AS IT RELATES TO STATELINE 94 CORPORATE PARK; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.

KECKLER MOVED TO APPROVE THE MEMORANDUM OF UNDERSTANDING FOR TID 7 PUBLIC IMPROVEMENTS PLANS AS IT RELATES TO STATELINE 94 CORPORATE PARK; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.

9. NEW BUSINESS

- A. Receive Plan Commission Recommendation and approve Ordinance #19-16 for a Zoning Text Amendments to Sections 420-141, 420-148(B) and 420-125.2(E) as it relates to Conditional uses listed in the M-5, Production Manufacturing District.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a Zoning Text Amendment Ordinance 19-16, and this is to amend Section 420-141, and this is related to the purpose and findings for conditional uses as well as 421-148(B) relates to the conditional use standards, and 420-125.2(E) relates to the uses listed in its conditional uses in that M-5 District.

The Village Board adopted Resolution 19-19 to establish use and standards for the granting of conditional uses for potential distribution uses in the M-5 Production and Manufacturing District, and referred the proposed changes for further evaluation which we have done. We have since brought these changes back to the Village Plan Commission for a public hearing at their last meeting. And those recommendations are being presented to you this evening. Upon evaluation of the uses allowed within the M-5 District, in particular those that may be allowed with a conditional use permit, the following amendments are proposed to the sections I referenced. And they're highlighted in yellow in your staff packets of information.

But what we are proposing to do is make some modifications then in the conditional use section, and this would be E.(3) where it states that uses that further the intent of the Village Board in creating the M-5 District by creating high-skill, living wage jobs and advancing or introducing clean industry or technology to the region provided that the uses are not classified as a High-Hazard Group H pursuant to Section 307 of the 2006 IBC. These uses include the following: (a) packaging, fulfillment and distribution of products in the medical, pharmaceutical, pharmacy or nutrition or nutraceutical industries. To qualify as a potential conditional use, the use shall meet at least two of the following three criteria: [1] The use creates high-skill, living wage jobs at the time of the conditional use application; [2] The use forms a regional, multi-state or national corporate headquarters; or [3] The use provides significant and measurable value to the land around them and/or the Village through unique infrastructure, technology, security, branding or aesthetic contributions.

The second use, (b) that we are proposing as a conditional use are software, cloud computing, autonomous vehicle/mobility, artificial intelligence or similar technology of the future. To qualify as a potential conditional use, the use shall meet at least two of the following three criteria. [1] The use creates high-skill, living wage jobs at the time of conditional use application; [2] The use forms a regional, multi-state or national headquarters; or [3] The use provides significant and measurable value to the land around them and/or the Village through unique infrastructure, technology, security, branding or aesthetic contributions. We also corrected a couple of minor typos and wordsmithed a few changes in 410-141. And then we also clarified a point in Section 420-148(B) as it relates to the standards.

So these modifications to the M-5 District came before the Village Plan Commission at their last meeting. Again, at the direction of both the Plan Commission and the Board it was very clear that we wanted to keep the intent of the M-5 District in place with respect to why we created the district. But it was just very important that the M-5 District still as a basis provide for jobs. It was not intended to be just a distribution facility where there would be a lot of trucking, but there would need to be opportunities or a living wage and high skilled jobs to be created. And in this case those two different areas that we've added as conditional use permits those are the two that the staff was recommending. The Fresenius Kabi project was approved by the Plan Commission conditionally at their last meeting subject to this modification going forward in the M-5 District.

Mike Pollocoff:

Mr. President, as Jean indicated the Plan Commission approved these. I think it's a positive step forward in enhancing the M-5 District for the goal we all wanted to begin with. So I motion we approve Ordinance 19-16 for the M-5 conditional use permit amendment.

Michael Serpe:

I'll second.

John Steinbrink:

We have a motion and a second. Further discussion?

Michael Serpe:

I think this is important to show how things are changing in the world, and technology is a big part of that. Technology today is really no different than when you were working at a factory, it's just as important. But technology today is when you're working on a line at American Motors building Ramblers. This is good, and it's the right move for the Village and farming.

John Steinbrink:

You and I now understand technology is that what you're saying?

Michael Serpe:

I don't have the first clue of technology. But to put it in perspective 30 years the Village had no IT department. It's now nine strong. So that's how much we've evolved into technology.

Mike Pollocoff:

Thirty years ago we had rotary dial phones.

John Steinbrink:

Motion and a second. Any further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

POLLOCOFF MOVED TO APPROVE ORDINANCE #19-16 FOR A ZONING TEXT AMENDMENTS TO SECTIONS 420-141, 420-148(B) AND 420-125.2(E) AS IT RELATES TO CONDITIONAL USES LISTED IN THE M-5, PRODUCTION MANUFACTURING DISTRICT; SECONDED BY SERPE; MOTION CARRIED 5-0.

B. Receive Plan Commission Recommendation and approve Resolution #19-22 for a Preliminary Plan for the proposed 19 single family lot subdivision to be known as Ashbury East generally located east of 94th Avenue and north of Bain Station Road.

Jean Werbie-Harris:

Mr. President and members of the Board, you have before you Resolution 19-22, and this is for the Preliminary Plat on behalf of the Ashbury Creek LLC developer. This is for the land that is just to the east of 94th Avenue and north of Bain Station Road. The subdivision will be known as Ashbury East.

There were a number of previous approvals that were granted by the Village Plan Commission and then subsequently by the Village Board for this project. The first of which was on June 20, 2016, a Conceptual Plan had been advanced to the Village on behalf of the previous landowner, Lexington Homes, for the Fountain Ridge Apartment development. And as part of that development they had laid out an area for single family homes to the east. That project has since been sold to Ashbury East LLC. Dustin Harpe is doing the development. And they have decided to keep the name intact and keep the land and the lots substantially similar to what was originally approved back in 2016.

Since that time they have submitted the Preliminary Plat which is the next step in the land development process to subdivide the property. There's a total of 9.89 acres. They are looking to create 19 single family lots to be known as Ashbury East. The lots range in size from 13,180 square feet to 20,201 square feet. The average lots size is 4,593 square feet. The lots meet the minimum requirements of the R-4.5 Single Family District. And each lot is required to be a minimum of 12,500 with 80 feet of lot frontage which can be reduced on the cul-de-sacs or the curves. All lots meet the minimum lot depth of 125 feet.

There is an Outlot 1 that is on the very far north, north is actually to the left, the very north end. Outlot 1 is 1.71 acres. The outlot will be dedicated to the Ashbury East Homeowner's Association. And this will be for open space, stormwater drainage, retention basin, access and maintenance purposes. This same outlot will have an easement granted to the Village as well.

The single family lots are proposed as I indicated to be R-4.5 District. We'll need to remove the current UHO, the Urban Landholding Overlay District on the property for the lots to develop. The Zoning Map Amendment will be submitted when the final plat is submitted to the Village staff and the Village for review and approval.

All public improvements will need to be made the developer who will be extending those public improvements from 94th Avenue and 84th Place into the development and north and south in 93rd Court. Specifically, in addition public sidewalks will be extended adjacent to 84th Place on both sides of the street that connects to the sidewalks in 94th Avenue. In the future there will be a multi-use path that will be within the right-of-way of Bain Station Road. Some additional funds had been deposited previously by the Fountain Ridge developer for their fair share cost of the either sidewalk or trail improvements along Bain Station. With respect to sanitary sewer and water, they'll be extended throughout the development, and they'll need to connect into the municipal facilities. Again, all lots will be serviced by municipal sanitary sewer and storm sewer. The construction access will be from Bain Station Road, then north on 94th and then on 84th Place into the development. If any damages occur to the existing 94th Avenue, the developer will be responsible for any cost for any of the damages.

An Ashbury East Homeowner's Association will be created, and the Declaration of Restrictions, Covenants and Easements substantially similar to what exists currently in Ashbury have been prepared, and drafts have been provided to the Village for our review and approval. Again, this is the next step in the development process. The final step will be the final plat. By that time all the detailed engineering plans, landscaping plans and all the other plans for the development will need to be completed and reviewed and approved by the staff and reviewed by the Plan Commission and the Board. This was before the Village Plan Commission at a public hearing at their last meeting. The staff recommends approval along with the Plan Commission subject to the comments and conditions as outlined.

John Steinbrink:

Just one question, Jean. You said there's going to be dedicated open space on the north end that abuts up to the Kenosha Grounds pond?

Jean Werbie-Harris:

It's a dedicated easement --

John Steinbrink:

Easement.

Jean Werbie-Harris:

-- and the open space is the pond. So there's not a separate park or area. What the Village gets is an easement, and the homeowner's association will own Outlot 1. There's no dedicated parkland, it's just open space with an easement to the Village for maintenance purposes. We have the right but not the obligation to enforce should we choose to.

Mike Pollocoff:

Are we receiving any funds for park development or for use in that neighborhood, in the larger neighborhood? Are they making any park --

Jean Werbie-Harris:

Are they making any park improvements? No, they will be paying fees in lieu of through impact fees.

Dave Klimisch:

So this whole neighborhood drains to the pond on the northwest side?

Matt Fineour:

That's correct, it all goes to one pond.

Dave Klimisch:

And the public street A that's where the mailboxes are currently? Is there a spot where the mailboxes are going to go that are currently there?

Matt Fineour:

That was pointed out to the developer. I think that's going to be addressed between now and the final plat where those mailboxes are going to go.

Dave Klimisch:

And then there's that thing about the eight, nine houses that are there plus the neighborhood. Are there working hour limitations as far as the --

Jean Werbie-Harris:

We do. We do have them 7 a.m. in the morning until 10 at night. But typically we ask them to shut down by 9, but typically there's nobody working that late. And we've asked them to have a little bit later hours, 8 a.m. on Saturdays and Sundays.

Dave Klimisch:

Especially in winter or fall when they're working after nightfall are there any light screens so that headlights and such don't blaze into the back windows of existing houses?

Jean Werbie-Harris:

We could. That's never been an issue before, but we can certainly address that with them.

Dave Klimisch:

If it's two year construction and there's lots of houses there, does the developer have a point of contact if there's people in the neighborhood that have concerns? Or do they come to us and then we are between the developer and the neighborhood?

Jean Werbie-Harris:

We would prefer if they went directly to their development manager who is Nancy Washburn. She's met with all of those residents twice now and has talked to them about any concerns that they may have. So she really is their point of contact. So hopefully she will reach out to them first. But if they don't get satisfaction they can always contact the Village.

Dave Klimisch:

So she's met with those neighbors in particular along with the HOA, so her contact information is available to Ashbury?

Jean Werbie-Harris:

Yes.

Dave Klimisch:

I'm not sure how we'd put up a light screen where if it becomes a concern there's something to address it.

Jean Werbie-Harris:

We've not had that as a concern. Typically when it hits nightfall most contractors stop working unless they're inside of a home working. But typically they're not working at nightfall.

Dave Klimisch:

I'm glad there's a point of contact with the developer so our staff don't have to run interference.

Michael Serpe:

She met with the neighbors prior to her coming to the Plan Commission. I'd move approval of 19-22.

Kris Keckler:

Second. We have a motion and a second for resolution 19-22. Any further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

SERPE MOVED TO APPROVE RESOLUTION #19-22 FOR A PRELIMINARY PLAN FOR THE PROPOSED 19 SINGLE FAMILY LOT SUBDIVISION TO BE KNOWN AS ASHBURY EAST GENERALLY LOCATED EAST OF 94TH AVENUE AND NORTH OF BAIN STATION ROAD; SECONDED BY KECKLER; MOTION CARRIED 5-0.

John Steinbrink:

That brings us to Items C and D which we've been requested to take them together. Is there a motion to do C and D together?

Kris Keckler:

So moved.

Mike Pollocoff:

Second.

John Steinbrink:

Motion and a second. Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

**KECKER MOVE TO CONSIDER NEW BUSINESS ITEMS 8C AND 8D AT THIS TIME;
SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.**

- C. Receive Plan Commission Recommendation and approve Ordinance #19-17 for Comprehensive Plan Amendments to Village 2035 Land Use Plan Map 9.9 and update Appendix 10-3 as it relates to vacant properties at 7807 and 7887 120th Avenue for the proposed Kings and Convicts brewery, restaurant, event space and future hotel.**
- D. Receive Plan Commission Recommendation and approve Ordinance #19-18 and Ordinance #19-19 for Zoning Map and Text Amendments to rezone the remainder of the property into the Planned Development District and create a specific development ordinance for the project known as Kings and Convicts brewery, restaurant, event space and future hotel.**

Jean Werbie-Harris:

Mr. President and members of the Board, we have three requests this evening, Ordinance Numbers -17, -18 and -19. And these all come from Mark Eberle, P.E. with Nielsen Madsen & Barber on the behalf of Branko Tupanjac. And this is for the vacant properties at 7807 and 7887 120th Avenue. These project request items are for the proposed Kings and Convicts development that is being proposed in Pleasant Prairie.

On February 4, 2019, the Board had approved a Master Conceptual Plan for the development of 7.4 acres of land in the 7800 block of 120th Avenue. And this was for the development of a hotel, conference facility and a brewery. And this land as you know is just south of Highway 50, and it's on the east side of the East Frontage Road off of I-94.

The Master Conceptual Plan, again, was approved on February 4, 2019 by the Village Board. And the layout shows you it's a long, linear development. Land was recently acquired from the Wisconsin Department of Transportation for the north one third of the development for additional parking. There is a proposed hotel that is in the center of the development. And specifically what we're focusing in on this evening is the proposed Kings and Convicts brewery which is on the south end of the development.

The petitioners request then this evening, first is the Comprehensive Plan Amendments, Ordinance 19-17. And this is to remove the Freeway Oriented Service Center designation from the Commercial Lands designation and to correctly show the field delineated wetlands within the Park, Recreation and Other Open Space Lands, and to place those field verified wetlands in that appropriate category in our Comprehensive Plan both on the Land Use Plan Map as well as in the Appendix in the Land Use Plan Map 9.9.

Previously before the Plan Commission just so that I can show you some of the other slides, there was a Preliminary Site and Operational Plan that was approved preliminarily by the Plan Commission. The intent is they are going to be doing this in stages or phases with respect to its construction. So they are looking to begin and get these approvals to begin with some grading, some additional tree cutting, filling of the site and installing of these industrial-type steel piling retaining wall. And this is around the south side, the east side and then part of the north side of the site.

The whole building as we've talked about previously has an industrial theme to it. And they are trying to take off from the theme from the powder plant explosion, part of our history in Pleasant Prairie, and so it will have a very rugged feel and look to the building and to the site. Specifically they are looking to install also underground stormwater facilities, concrete ponds. I know that there were a number of questions at the Plan Commission meeting as to where these ponds would be located. And at one time I think that they were still looking at more of a linear underground system. But now I think they're going to cluster it have a more northeastern and southeastern areas for their ponds, for the concrete ponds.

The facility as we indicated is the Kings and Convicts Brewery. And I'm just going to run through a couple of these quickly, and then we'll go into some of the other details. As we presented as part of the Plan Commission meeting, there is a lot of specifics that talked about the brewery itself and the taproom and the brewery tours, the dining area, the bar area, the lounge area, a patio area, a number of different areas that will be incorporated into this facility to accommodate all of their guests.

And it will be open basically starting with the brewery operations from 5 in the morning until 5 p.m. The tap room hours from 11 a.m. to 12 a.m. seven days a week. Production area employment 13 to 25 full and part-time staff. Taproom, kitchen and event employment between 70 and 90 full and part-time staff. The estimated daily truck trips between four and six under full

operation. Again, they intend to operate the brewery, but it's not just a brewery taproom. They're going to have classic American food at this facility. They will have an event center that could accommodate up to 200 to 250 people. They'll have a brig which is a 50 room capacity area for next to the taproom.

The key thing about this particular project is that it does not necessarily fit into one of our existing zoning districts. So the next item which is 19-18 goes into significant detail that talks about how we are recreating or creating I should say a new district for this particular development. Because it has the brewery which is more of an industrial or manufacturing use. It's got a hotel, it's going to have retail elements, it's going to have tours, it's going to have restaurants. It's going to have a number of things that make up this entire development.

So we are creating a PDD, Planned Development District for this particular project. The district that you have in front of you goes through some significant detail with respect to the permitted uses on the site highlighting, of course, the hotel and the brewery. But then goes into a lot of accessory uses from brewery tours, tasting rooms, game rooms, retail stores, service industries, outdoor event spaces, a number of different things that could accompany the development that they are proposing.

We did identify that there could possibly be a conditional use needed with an outdoor cabaret, whether or not alcoholic beverages are served or sold as part of an accessory use. We've identified that there are certain uses that we do not want to see here. We've mentioned those uses in the district. Because, again, of its unique location we've identified some very specific dimensional standards from the lot size, the lot area, the open space. Keeping in mind where this facility is located along I-94, as you can see all of the land to the east is made up of the Des Plaines River watershed, conservancy, floodplain area, land of which is owned by the Village of Pleasant Prairie. It was donated to us a number of years ago. So there's a large conservancy just to the east of them, and actually to the north of them and for the most part to the south. There is still one single family home to the south of them at this time.

The PDD also goes into some significant details with respect to operational standards and how the business operates, what types of uses that we can see. We can see outside there will be some equipment stored outside, the steel tanks for the brewery operations. Typically those are wanting to be screened, but because this is actually a brewery we don't want to see those types of things screened. So we wrote in some provisions to allow for those to be very visible both inside the facility and outside the facility.

We discussed a number of the details with respect to traffic, parking and access, the driveways that were permitted from the TIA from the DOT. We talk about parking. We get into details as it relates to landscaping, signage, some of the items with respect to signage. And we're still at more of a conceptual stage. But as you can see the signage we don't typically have roof signage, but we thought this would be a very unique opportunity to create something different and very theme-like as part of this use. So we put in a number of provisions that address the signage, the sizes and the square footages on that site.

And then the other thing that we did with respect to the PDD is those sections of the ordinance that we are not changing but are applicable to this development directly, all of those sections are relevant, and we've referenced all of those in this ordinance a swell. We did not want to rewrite an ordinance from scratch to rewrite or put all of those provisions in. So they will have to comply with those provisions as well.

There are some things that we don't have all of the details. So we are recommending approval of the Zoning Map and the Text Amendment as presented. At some point over the next three to six months as we get into more details we may need to modify the PUD to address some of the additional nuances of the development as we move forward. So the staff is recommending approval of the Comprehensive Plan Amendments which is Ordinance 19-17, and that requires a roll call vote. And then the Zoning Map and Text Amendments, Ordinances 19-18 and 19-19. Again, these all came with positive recommendations subject to the comments and conditions as outlined in the staff memorandum from the Village Plan Commission.

Michael Serpe:

Jean, would this be considered a tourist attraction?

Jean Werbie-Harris:

Absolutely, absolutely.

Michael Serpe:

Maybe tours. Is there accommodations for buses?

Jean Werbie-Harris:

We have discussed that with them, and we are going to be working through those issues as to where buses can be parked. We are working through some of those issues. Because otherwise the buses will drop off their clients or customers or patrons, and then the buses will have to go to another location and then come back and pick them up. But we are trying to work through that as well.

John Steinbrink:

Will there be a tasting room, Jean?

Jean Werbie-Harris:

Yes.

Dave Klimisch:

This is an exciting development. I like how they've taken all the views off the back yard, the Des Plaines to enhance it. Like you said before, Jean, being able to see it from the highway, somebody's driving from here to there they may stop in Pleasant Prairie and stretch their legs. Plus the space for the weddings and others, there's not enough space for weddings currently or for any other large accommodation so this will serve that purpose.

Jean Werbie-Harris:

That's correct.

Kris Keckler:

Move approval of the first ordinance, 19-17.

Dave Klimisch:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

Jane Snell:

I need a roll call.

John Steinbrink:

I'm sorry, that was a roll call, it's written here.

Jane Snell:

John Steinbrink?

John Steinbrink:

Aye.

Kris Keckler:

Aye.

Mike Pollocoff:

Aye.

Dave Klimisch:

Aye.

Michael Serpe:

Aye.

KECKLER MOVED TO APPROVE ORDINANCE #19-17 FOR COMPREHENSIVE PLAN AMENDMENTS TO VILLAGE 2035 LAND USE PLAN MAP 9.9 AND UPDATE APPENDIX 10-3 AS IT RELATES TO VACANT PROPERTIES AT 7807 AND 7887 120TH AVENUE FOR THE PROPOSED KINGS AND CONVICTS BREWERY, RESTAURANT, EVENT SPACE AND FUTURE HOTEL; SECONDED BY KLIMISCH; ROLL CALL VOTE – STEINBRINK – YES; KECKLER – YES; POLLOCOFF – YES; KLIMISCH – YES; SERPE – YES; MOTION CARRIED 5-0.

Dave Klimisch:

Move approval of Ordinance 19-18.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second. Any further discussion on that ordinance? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

KLIMISCH MOVED TO APPROVE ORDINANCE #19-18 FOR ZONING MAP AND TEXT AMENDMENTS TO REZONE THE REMAINDER OF THE PROPERTY INTO THE PLANNED DEVELOPMENT DISTRICT AND CREATE A SPECIFIC DEVELOPMENT ORDINANCE FOR THE PROJECT KNOWN AS KINGS AND CONVICTS BREWERY, RESTAURANT, EVENT SPACE AND FUTURE HOTEL; SECONDED BY KECKER; MOTION CARRIED 5-0.

Michael Serpe:

Move approval of Ordinance 19-19.

Mike Pollocoff:

Second.

John Steinbrink:

Motion and a second for Ordinance 19-19. Any further discussion? Hearing none, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries. Thank you, Jean.

SERPE MOVED TO APPROVE ORDINANCE #19-19 FOR ZONING MAP AND TEXT AMENDMENTS TO REZONE THE REMAINDER OF THE PROPERTY INTO THE PLANNED DEVELOPMENT DISTRICT AND CREATE A SPECIFIC DEVELOPMENT ORDINANCE FOR THE PROJECT KNOWN AS KINGS AND CONVICTS BREWERY, RESTAURANT, EVENT SPACE AND FUTURE HOTEL; SECONDED BY POLLOCOFF; MOTION CARRIED 5-0.

E. Receive Plan Commission Recommendation and approve Ordinance #19-20 and Ordinance #19-21 for Zoning Map and Text Amendments to rezone property located at 3875 116th Street and to create the specific PUD ordinance.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request for Zoning Map and Text Amendments for Ordinance 19-20 and Ordinance 19-21. And this is at the request of the Pleasant Prairie Historical Society. And this is to rezone the property at 3875 116th Street from the I-1, Institutional District, to the I-1 (PUD), Planned Unit Development District. The petitioners are requesting approval of the Zoning Map and Text Amendments to rezone the property. And this would be for the development and expansion of the parking area for the future Pleasant Prairie Museum.

The Pleasant Prairie Historical Society was formed in 2010 as a volunteer-based, non-profit organization dedicated to collecting, preserving and exhibiting locally important archeological, historical, cultural materials and sites, and providing educational opportunities to promote an appreciation of Pleasant Prairie's historical significance. They continue to gather bits and pieces of history to help preserve the past and educate the future about the community. In 2011, the Society established the operational framework and policies that guide its preservation efforts. And the Society holds annual meetings, community gatherings and guest speakers, educational outings to foster that deeper community engagement.

In 2012, the Society's direction changed with the announcement of the donation of the Dublin School. It was purchased by the Elizabeth J. Riley Charitable Trust and given to the society. The 1927 brick two-room school house then became the home of the Pleasant Prairie Historical Society, and it was decided that it would be the future home for the Pleasant Prairie Museum. After many months of site work and minor maintenance it opened its doors for the first time in 2013 in September. And over the last six, seven years the Society has been raising money to renovate the school. The Society has now reached pretty much their goals with respect to raising the money that they need to create the Museum and to finish the renovations of the school and to expand the parking lot. So as a result the intent was to expand the parking lot to the greatest extent possible in order to accommodate any events, activities and possibly even future voting at that location.

The site was currently or is currently limited with only 21 parking spaces. With the expansion there would be a total of 50 parking spaces. This is a slide of the existing site and parking lot at that southeast corner. And the slide now currently shows the proposed parking lot expansion. The parking lot will not be any closer than it is currently to the existing east property boundary line, and we're intending to keep similar setbacks to 116th Street. There is currently an asphalt parking area on the very southwest corner of the site that's currently used by AT&T as there is an AT&T substation at that location.

That asphalt is going to be removed, and then a parking lot which will accommodate AT&T as well as the Museum and the Historical Society will be put in to accommodate all the users of the site. Currently the parking lot expansion will be approximately -- we're requesting the expansion to the west ten feet from the west property line adjacent to 39th Avenue, no closer than 18.9 feet from the south property line. And then there will be a reduction to ten feet to the north property line.

Also as part of the PUD there's accommodations to be made for the signage. And the sign will be a monument sign that's being proposed. It will not be allowed to be any closer than five feet to any property line. But the size restriction would be limited to six feet maximum in height and 100 square feet in area. And it would be a ground lit sign, it would not be internally illuminated.

With that, this is a matter that was before the Village Plan Commission at their last meeting with the public hearing. There were some comments and questions that were brought to the attention of the staff as well as to the Society and the Plan Commission. The neighbor to the north wanted to make sure that there was some additional plantings along the north side of the parking lot adjacent to 116th Street as they have a home that they recently purchased four years ago to the north side. And so they were concerned with some headlight screening. So the Society will be planting some bushes along the north end of the parking lot. And along the east side there will be some berming and some landscaping as well on that side. And there will be some additional landscaping on the west side of the site.

There were also some questions with request to dark sky compliance and parking lot lights, but there needs to be parking lot lights if there's events going on at night. But the electrical designer indicated that they could be set or sensor so that they're on when there is an event. And when there's not an event just the school house lights would be on so it wouldn't be lit up all night long. And the DSIS cameras would be IR cameras so we wouldn't have to worry about that.

Kris Keckler:

That was my question about the lighting in the parking lot. Good job.

Jean Werbie-Harris:

Maximum of about 15 feet, but the intent is it will be shielded and directed downward so it won't create a problem for the neighbors when the lighting is on. But, again, currently right now at night the building lighting is on, and that will need to stay on. Again, those lights are intended to be historic in nature with respect to the design and shape and style, and then those all had directed downward lighting that will be constructed.

Kris Keckler:

Thank you.

John Steinbrink:

They can do a pretty good job with the lights. The new lights on Highway H from the roundabout going south the light shines on the road and actually stops right at the property line. And there is no illumination of the private property. I'm sure they're going to use the same technology.

Dave Klimisch:

How do you address the water flow? Is there anything we have to do with the water for putting asphalt over dirt?

Matt Fineour:

No, the stormwater goes where it naturally goes right now. It crosses 116th Street and heads over to the creek there. The entire site is only three quarters of an acre, but there's only like .3 acres of asphalt there. So it wasn't enough asphalt pavement or anything there to require like a detention pond or something on the site. But it just goes downstream to the creek down to the north.

Dave Klimisch:

It looks like there's going to be an accessible entrance on the west side?

Jean Werbie-Harris:

That's correct.

Dave Klimisch:

What's that going to look like?

Jean Werbie-Harris:

So on the west side there's actually a window there now. The whole west side of the parking lot is going to be regraded so the whole area will be brought down. But there will need to be some retaining walls on either side, but the grade is going to be substantial with respect to bringing it down so that you can actually enter on the west side so it will be handicapped accessible on the west side to the lower level. So there's an upper level, a mid level that has bathrooms on either side and then a lower level. And the lower level is primarily where the gathering space will be or people will hold special events or speakers or things like that. And that will be the accessible level. And a handicapped accessible bathroom is being constructed in that lower level at this time as well.

Dave Klimisch:

And then on the east side it looks like there's a sidewalk being added. Is that to the lower level as well or is that to upstairs?

Jean Werbie-Harris:

So that exit from the building is actually at mid level. So from the basement or the lower level you have to go up about five or six steps, and then you can go out at that entrance right there. You can go out. And then the fire department required a hard surface to hard surface, so a sidewalk from that exist to the parking lot. So there's an exit to the east, there's an exit to the west. Or you could go through the building, two more exits through on either side of the building to go up to the main level out the front door.

Dave Klimisch:

It can be tricky working with old buildings. It's a nice creative use of what was there to make it happen.

Michael Serpe:

John, the neighbor across the street brought up lights flashing in her -- she also brought up about the intersection about people not stopping for the stop sign. Even though this is a good plan what we're doing here, I think even though the stop sign on 116th Street is not related to this development, by adding a flashing stop sign for eastbound and westbound will add to the safety of the people coming and going here. Because people fly through that intersection, I think the police department will show that there's been numerous accidents on this corner because of negligence.

Jean Werbie-Harris:

So I do have a call into [inaudible] to talk to him about that. The one concern I have for this woman is that the way that the light is set up going to the south it's a flashing, pulsating red. And my concern for her is that there will be this flashing red light outside of her home. And so I mean it's something to consider because it would be difficult --

Michael Serpe:

I think it would be in a position that it shouldn't affect her if that's what she's worried about. At least for eastbound 116th as you're coming over the hill, I think --

Jean Werbie-Harris:

Are you talking about 116th? This would be 39th Avenue is what I was talking about.

Michael Serpe:

Well, it's 39th -- right, but people coming eastbound on 116th are blowing that stop sign. And they're blowing it both ways, don't get me wrong. But I think for the people coming out of this parking lot for somebody heading eastbound on 116th not stopping at 39th Avenue can cause a problem for somebody leaving the History Center.

Nathan Thiel:

Mike, I think John and Matt and I can evaluate some traffic safety calming there and relook at that. I don't want to make any commitments right now. I'd rather evaluate it with staff.

Michael Serpe:

I just want to bring it to your attention. I support flashing stop signs at the intersections that are high speed.

Mike Pollocoff:

It seems to me at some point in time, I don't know when, either the County or the Village or maybe both of us jointly had looked at putting a roundabout at this intersection. Just from eyeballing that I think the Historical Society runs right out to where they would end up losing some parking spaces and land --

Jean Werbie-Harris:

Two spaces would be lost.

Mike Pollocoff:

-- that went in. And I'm not suggesting that we put one in now. But at some point I think the County is going to be looking to transfer that road, 39th Avenue, back to Pleasant Prairie. Of course, we have 116th Street. The long-range fix might be to put the roundabout in there. I don't think anybody has done a study on it whether or not the benefit would outweigh the expenses of it or would prove to be beneficial over a signalized intersection. Do we have enough land to work there with one you think?

Matt Fineour:

I think we did look at the roundabout. When a roundabout, if and when one got placed in there, there would be a need to reconstruct maybe a little edge of the parking lot, but it wasn't a hugely significant impact. But you're right, there was a tentative long-term plan for a roundabout there,

but I don't think we ever got to a point that we knew the costs and everything. I think there's a site issue, too, in that intersection --

Mike Pollocoff:

39th.

Matt Fineour:

39th, part of it would have had to been cut down.

Mike Pollocoff:

Which might be a good reason to do one. I think we've had our fair share of accidents there, and I think it has been speed related on 39th traveling north. As far as 116th Street not judging that to be [inaudible]. That being said I'd recommend approval of the Zoning Map Amendment Ordinance #19-20 and Ordinance 19-21.

Kris Keckler:

Second.

John Steinbrink:

We have a motion and a second for adoption of 19-20 and 19-21. Further discussion? If not, those in favor?

Voices:

Aye.

John Steinbrink:

Let the record show I recuse myself from voting because I am the petitioner.

POLLOCOFF MOVED TO APPROVE ORDINANCE #19-20 AND ORDINANCE #19-21 FOR ZONING MAP AND TEXT AMENDMENTS TO REZONE PROPERTY LOCATED AT 3875 116TH STREET AND TO CREATE THE SPECIFIC PUD ORDINANCE; SECONDED BY KECKLER; MOTION CARRIED 4-0.

- F. Consider approval of Resolution #19-23 authorizing the submission of a Wisconsin Department of Transportation Facilities for Economic Assistance (TEA) grant application to offset public roadway improvement costs for the Stateline Corporate Park.**

Jean Werbie-Harris:

Mr. President and members of the Board, the Transportation Economic Assistance or TEA grant would support the Fresenius Kabi development and the Stateline Corporate Park by helping to offset public roadway improvement costs. The Village will administer and oversee the public improvements and would have jurisdictional responsibility for the transportation improvements. The TEA grant program provides matching State grants to governing bodies for such items such as roads, rails, harbors and airport projects that help attract employers to Wisconsin, or to encourage business and industry to remain and expand in the State.

The goal of the TEA grant program is to attract and retain businesses in Wisconsin and thus create and increase the number of jobs. The business cannot be speculative, and local communities must assure that the number of jobs anticipated from the proposed project will materialize within three years from the date of the project agreement and remain for another four years. The purpose of this resolution is to authorize the submission of the TEA grant application on behalf of the Village of Pleasant Prairie for the Stateline 94 Corporate Park for Fresenius Kabi, again, for the 95 jobs that they are proposing to create.

Mike Pollocoff:

I have one question, and I think it's going to come into a critical vision when the agreement between the State and the Village takes place. But the existing TEA grants we have now in the corporate park for rail the State every year we have to get a report from the companies that are providing that service. We have to find out how much came in on the rail and how many employees they had to satisfy the grant. So that's an administrative chore that we do every year. And Kenosha County does that to a certain extent for the 165 TEA grant that was completed. And that ended at 20 years where they needed to provide that. So on this one my question is who is going to be responsible? Because the responsibility is going to be that person has to pay back the grant if they don't deliver. Who is going to be the responsible party on the TEA grant?

Jean Werbie-Harris:

So the Village is drafting a separate memorandum of understanding agreement between the Village and Fresenius Kabi and with Stateline 94 which outlines those obligations and those responsibilities as well as who would be responsible for repaying back the State if those jobs did not materialize or not kept for the period of time. So we are actually working on that, and we have a second document that's going to be coming before the Board at their next meeting that addresses that very question.

Mike Pollocoff:

It would be my preference is that you guys work on your negotiations that the businesses be the one responsible for the reporting. Now, if you want to divide out the developer is getting the benefit for this for the construction reduction in price, and they're the ones that pay the penalty or what have you, but I just want to be sure that we're talking to the right people on an annual basis as to what's happening with their businesses and how that liability transposes ultimately to protect the Village if for some reason they don't make their [inaudible] or there's proportional failure, some businesses don't make it and some do.

Nathan Thiel:

And, Mike, just so you know that is a valid concern, and we appreciate you bringing it up during this meeting. That's something that I know our staff we have been working through the MOU in part. With the development or any developer they create an LLC that as soon as the development is complete that entity could cease to exist. And at that point in time that makes it very difficult to continue to hold their feet to the fire as far as the MOU is concerned. And so those are things that we're working through. So as we bring the MOU hopefully that will address specifically your concern.

Mike Pollocoff:

Thank you. That being said I'd recommend that the Board approve Resolution 19-23 for the application of a TEA grant on behalf of Stateline 94.

Dave Klimisch:

Second.

John Steinbrink:

Motion and a second. Any further discussion? If not, those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? Motion carries.

POLLOCOFF MOVED TO APPROVE RESOLUTION #19-23 AUTHORIZING THE SUBMISSION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION FACILITIES FOR ECONOMIC ASSISTANCE (TEA) GRANT APPLICATION TO OFFSET PUBLIC ROADWAY

IMPROVEMENT COSTS FOR THE STATELINE CORPORATE PARK; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.

10. VILLAGE BOARD COMMENTS

John Steinbrink:

Just for the Scouts' benefit to clarify, Item E I also serve as the President of the Pleasant Prairie Historical Society. So I was the petitioner on those two resolutions there. And that is why I'm allowed to partake in the discussion but not to vote on an item where there may be conflict. That was the reason for the recusal on that. And also the Historical Society is always looking for volunteers. So if you need a project or something to do please contact myself for Jean Werbie. And thank you for being here this evening. Other Board comments?

11. CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO §19.85(1)(E) WIS. STATS., TO DISCUSS, DELIBERATE OR NEGOTIATE THE PURCHASE OF PUBLIC PROPERTY, INVEST OF PUBLIC FUNDS, OR CONDUCT OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION.

Michael Serpe:

So moved.

Kris Keckler:

Second.

John Steinbrink:

Is that a roll call vote?

Jane Snell:

Mike Serpe?

Michael Serpe:

Aye.

Dave Klimisch:

Aye.

Mike Pollocoff:

Aye.

Kris Keckler:

Aye.

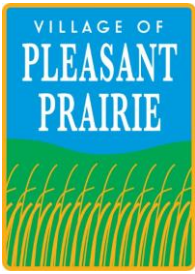
John Steinbrink:

Aye. The Board will return to open session for the purpose of adjournment. No other business will be conducted.

SERPE MOVED TO ENTER INTO EXECUTIVE SESSION; SECONDED BY KECKLER; ROLL CALL VOTE: SERPE – YES; KLIMISCH – YES; POLLOCOFF – YES; KECKLER – YES; STEINBRINK – YES; MOTION CARRIED 5-0

12. RETURN TO OPEN SESSION AND ADJOURNMENT

SERPE MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY KECKER; MOTION CARRIED 5-0 AND MEETNG ADJOURNED AT 7:45 P.M.



MEMORANDUM

To: Village Board of Trustees

From: John Steinbrink, Jr., P.E., Director of Public Works

Subject: Arbor Ridge Letter of Credit Reduction Request No. 2

Date: July 5, 2019

The Village has conducted a review of the Letter of Credit reduction request for Public Improvements in Arbor Ridge 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

Village Construction Inspection staff has reviewed the request and based on recent inspection of the site and the construction observation reports, I am recommending payment as follows:

Letter of Credit Balance as of July 3, 2019	\$ 1,096,233.41
Estimated Balance to Complete Project	\$ 158,701.32
Retainage Held for Reduction #2	\$ 84,050.76
Total Retainage of Public Improvement held to date	\$ 157,270.06
Value of LOC to hold	\$ 339,776.57
Letter of Credit Reduction Recommended	\$ 756,456.83

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.

Arbor Ridge
Letter of Credit Reduction Worksheet
Pleasant Prairie, WI

7/3/2019

Worksheet Summary		
ORIGINAL Letter of Credit (LOC) Amount		\$1,755,207.10
Total LOC reduction		\$1,415,430.52
CURRENT LOC BALANCE AFTER THIS REDUCTION		\$339,776.57
Developer's Requested Reduction Amount		\$840,507.59
Total Payout to developer this application		\$756,456.83
Total Retainage held this application		\$ (84,050.76)

Responsible Party	Construction Item	STATUS	Original Cost Estimate	#1 06/04/18	#2 7/3/19	#3	#4	Construction TO-DATE	BALANCE of LOC held
Genesis Excavators	Sanitary Sewer	Full Reduction	\$176,033.10	\$128,202.20	\$47,830.90			\$176,033.10	\$0.00
Genesis Excavators	Watermain	Full Reduction	\$176,670.40	\$174,670.40	\$2,000.00			\$176,670.40	\$0.00
Genesis Excavators	Storm Sewer	Full Reduction	\$171,538.70	\$110,000.00	\$61,538.70			\$171,538.70	\$0.00
Stark Pavement	Public Roadway	Full Reduction	\$464,622.44		\$449,650.00			\$449,650.00	\$14,972.44
Genesis Excavators	Public Grading work	Partial Reduction	\$279,649.30	\$189,786.30				\$189,786.30	\$89,863.00
Village DPW	Sanitary Sewer Cleaning and televising Estimate	No Reduction Requested	\$2,685.00					\$0.00	\$2,685.00
Village DPW	Storm Sewer catch basin cleaning and televising Estimate	No Reduction Requested	\$3,349.00					\$0.00	\$3,349.00
Village DPW	Street signage - Village of Pleasant Prairie	No Reduction Requested	\$3,000.00					\$0.00	\$3,000.00
Village/SEHengineers	Village Inspections	Partial Reduction	\$145,000.00	\$7,983.13	\$137,016.87			\$145,000.00	\$0.00
Village/SEHengineers	SEH Construction staking,layout,survey	Partial Reduction	\$21,750.00	\$7,390.25	\$3,936.00			\$11,326.25	\$10,423.75
WeEnergies	Street lights	Full Reduction	\$21,597.76		\$21,507.76			\$21,507.76	\$90.00
Breezy Hill	Street Trees	Partial Reduction	\$60,371.34	\$26,053.21				\$26,053.21	\$34,318.13
	Construction Cost Estimate		\$1,526,267.04						
	Contingency 15%	Partial Reduction	\$228,940.06	\$88,107.50	\$117,027.36			\$205,134.86	\$23,805.20
TOTAL			\$1,755,207.10	\$732,192.99	\$840,507.59	\$0.00	\$0.00	\$1,572,700.58	\$182,506.52

DISBURSEMENT/REDUCTION		#1 06/04/18	#2 7/3/19	#3	#4	Disbursements TO-DATE	BALANCE of LOC held
TOTAL		\$1,755,207.10	\$732,192.99	\$840,507.59	\$0.00	\$0.00	\$1,572,700.58
RETENTION (to be held until warrants expires)	10%	\$ (73,219.30)	\$ (84,050.76)	\$ -	\$ -	\$ (157,270.06)	\$157,270.06
Disbursment amount		\$658,973.69	\$756,456.83	\$0.00	\$0.00	\$1,415,430.52	\$339,776.57
Change Orders (SUPPLEMENT)							
Net dispersment after change orders		\$1,755,207.10	\$658,973.69	\$756,456.83	\$0.00	\$0.00	\$1,415,430.52

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Job: Arbor Ridge - Sitework

The undersigned has been paid in full for all labor, services, equipment or material

Furnished to: **Construction Management Associates, Inc**

On the job: **Arbor Ridge - Sitework**

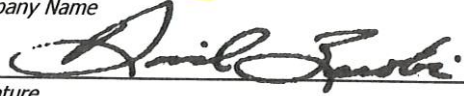
Located at:

and does hereby waive and release any right to a mechanics' lien, stop notice, or bond right against a labor and material bond on the job, except for disputed claims for additional work in the amount of 0.00.

Dated: 6-17-19

By: **Genesis Excavators, Inc.**

Company Name



Signature

David Zenobi

Print Name

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF THREE

PAGES

TO OWNER:

CMA
4015 - 80th Street, Suite F
Kenosha, WI 53142

PROJECT: Arbor Ridge Subdivision

APPLICATION NO:

12

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ HUD
☐ LOVE

FROM CONTRACTOR:

Genesis Excavators, Inc.

P.O. Box 337

Kenosha, WI 53141

VIA ARCHITECT:

PERIOD TO:

10/18/18

PROJECT NOS:

17-006

CONTRACT FOR:

General Construction

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	803,892
2. Net change by Change Orders	\$	72,508
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	876,399
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	876,399
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	87,640
b. 0 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	87,640
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	788,759
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	783,439
8. CURRENT PAYMENT DUE	\$	5,320
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	87,640

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$66,595.96	
Total approved this Month	\$5,911.88	
TOTALS	\$72,507.84	\$0.00
NET CHANGES by Change Order	\$72,507.84	

CONTRACTOR: Genesis Excavators, Inc.

By: [Signature] Date: 10/18/18

State of: Wisconsin County of: Kenosha
Subscribed and sworn to before me this 18th day of October 2018
Notary Public: [Signature]
My Commission expires: 3/20/20

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

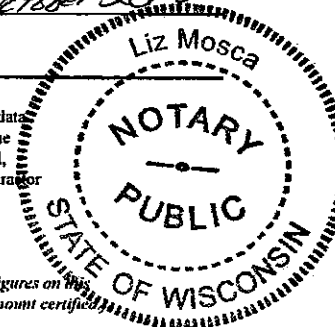
AMOUNT CERTIFIED\$ 5,320

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 12

Contractor's signed certification is attached

APPLICATION DATE: 10/18/18

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/18/18

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	\$19,774.60	\$19,774.60	\$0.00		\$19,774.60	100.00%		\$1,977.46
2	Erosion Control	\$13,270.00	\$13,270.00	\$0.00		\$13,270.00	100.00%		\$1,327.00
3	(Two Tracking Pads, Two Complete L	\$6,768.00	\$6,768.00	\$0.00		\$6,768.00	100.00%		\$676.80
4	Strip Onsite Topsoil	\$5,906.00	\$5,906.00	\$0.00		\$5,906.00	100.00%		\$590.60
5	Common Excavation	\$118,510.00	\$118,510.00	\$0.00		\$118,510.00	100.00%		\$11,851.00
6	Proof Roll	\$1,852.50	\$1,852.50	\$0.00		\$1,852.50	100.00%		\$185.25
7	Base Aggregate And Prep Subgrade -	\$63,140.00	\$63,140.00	\$0.00		\$63,140.00	100.00%		\$6,314.00
8	Respread Salvaged Topsoil +/-0.1'	\$17,906.00	\$17,906.00	\$0.00		\$17,906.00	100.00%		\$1,790.60
9	Seed, Fertilizer And Mulch Or Erosion	\$43,407.80	\$43,407.80	\$0.00		\$43,407.80	100.00%		\$4,340.78
10	Remove Existing Storm Structures	\$3,025.00	\$3,025.00	\$0.00		\$3,025.00	100.00%		\$302.50
11	Remove Existing Storm Laterals	\$11,080.00	\$11,080.00	\$0.00		\$11,080.00	100.00%		\$1,108.00
12	Remove Existing Storm Main	\$12,480.00	\$12,480.00	\$0.00		\$12,480.00	100.00%		\$1,248.00
13	Remove Existing Water Main	\$14,000.00	\$14,000.00	\$0.00		\$14,000.00	100.00%		\$1,400.00
14	Remove Existing Water Laterals	\$7,480.00	\$7,480.00	\$0.00		\$7,480.00	100.00%		\$748.00
15	Remove Existing Sanitary Manholes	\$900.00	\$900.00	\$0.00		\$900.00	100.00%		\$90.00
16	Remove Existing Sanitary Main	\$10,400.00	\$10,400.00	\$0.00		\$10,400.00	100.00%		\$1,040.00
17	Remove Existing Sanitary Laterals	\$6,270.00	\$6,270.00	\$0.00		\$6,270.00	100.00%		\$627.00
18	Remove And Recompact Trench Back	\$800.00	\$800.00	\$0.00		\$800.00	100.00%		\$80.00
19	Storm - Adjust Existing Manholes/Cat	\$27,000.00	\$27,000.00	\$0.00		\$27,000.00	100.00%		\$2,700.00
20	Storm - Relocate Storm Structure	\$1,200.00	\$1,200.00	\$0.00		\$1,200.00	100.00%		\$120.00
21	Storm Main - Manhole - 72" Dia	\$6,500.00	\$6,500.00	\$0.00		\$6,500.00	100.00%		\$650.00
22	Storm Main - Manholes - 48" Dia	\$6,000.00	\$6,000.00	\$0.00		\$6,000.00	100.00%		\$600.00
23	Storm Main - Catch Basin - 24"x36"	\$1,800.00	\$1,800.00	\$0.00		\$1,800.00	100.00%		\$180.00
24	Storm Main - Field Inlet	\$1,376.70	\$1,376.70	\$0.00		\$1,376.70	100.00%		\$137.67
25	Storm Main - 42" RC Pipe	\$14,490.00	\$14,490.00	\$0.00		\$14,490.00	100.00%		\$1,449.00
27	Storm Main - 18" RC Pipe	\$2,950.00	\$2,950.00	\$0.00		\$2,950.00	100.00%		\$295.00
28	Storm Main - 12" RC Pipe	\$17,760.00	\$17,760.00	\$0.00		\$17,760.00	100.00%		\$1,776.00
29	Storm Main - 42" FES With Grate	\$1,800.00	\$1,800.00	\$0.00		\$1,800.00	100.00%		\$180.00
31	Storm Main - 18" FES With Grate	\$900.00	\$900.00	\$0.00		\$900.00	100.00%		\$90.00
32	Storm Main - Connection To Existing	\$4,500.00	\$4,500.00	\$0.00		\$4,500.00	100.00%		\$450.00
33	Storm Main - Medium Rip Rap	\$2,200.00	\$2,200.00	\$0.00		\$2,200.00	100.00%		\$220.00
34	Storm Underdrain - 6" Wrapped	\$14,000.00	\$14,000.00	\$0.00		\$14,000.00	100.00%		\$1,400.00
35	Storm Service - 04" PVC SDR26 Pipe	\$30,780.00	\$30,780.00	\$0.00		\$30,780.00	100.00%		\$3,078.00
36	Storm Service - Connection To Existin	\$2,850.00	\$2,850.00	\$0.00		\$2,850.00	100.00%		\$285.00
37	Water - Adjust Valve Boxes	\$1,120.00	\$1,120.00	\$0.00		\$1,120.00	100.00%		\$112.00

38	Water - Gate Valve - 08"	\$1,400.00	\$1,400.00	\$0.00	\$1,400.00	100.00%	\$140.00
39	Water - Replacing Fire Hydrants	\$22,500.00	\$22,500.00	\$0.00	\$22,500.00	100.00%	\$2,250.00
40	Water - Fire Hydrant W/ 06" Lead. Va	\$6,500.00	\$6,500.00	\$0.00	\$6,500.00	100.00%	\$650.00
41	Water Main - PVC C-900 - 08"	\$14,747.46	\$14,747.46	\$0.00	\$14,747.46	100.00%	\$1,474.75
42	Water Main - Connection To Existing	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$800.00
43	Water Service - 01-1/2" HDPE SDR9	\$107,844.00	\$107,844.00	\$0.00	\$107,844.00	100.00%	\$10,784.40
44	Water Service - Connection To Existi	\$11,520.00	\$11,520.00	\$0.00	\$11,520.00	100.00%	\$1,152.00
45	Water Service - Connection To New N	\$720.00	\$720.00	\$0.00	\$720.00	100.00%	\$72.00
46	Water Service - Remove And Replace	\$3,960.00	\$3,960.00	\$0.00	\$3,960.00	100.00%	\$396.00
47	Sanitary - Adjust Existing Manhole (H	\$18,900.00	\$18,900.00	\$0.00	\$18,900.00	100.00%	\$1,890.00
48	Sanitary Lateral Riser	\$13,063.44	\$13,063.44	\$0.00	\$13,063.44	100.00%	\$1,306.34
49	Sanitary Main - 48" Dia. Manhole	\$2,900.00	\$2,900.00	\$0.00	\$2,900.00	100.00%	\$290.00
50	Sanitary Main - 8" PVC SDR35 Pipe	\$7,600.00	\$7,600.00	\$0.00	\$7,600.00	100.00%	\$760.00
51	Sanitary Main - Connection To Existi	\$800.00	\$800.00	\$0.00	\$800.00	100.00%	\$80.00
52	Sanitary Service - 04" PVC SDR35 P	\$81,540.00	\$81,540.00	\$0.00	\$81,540.00	100.00%	\$8,154.00
53	Sanitary Service - Connection To Exis	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	100.00%	\$750.00
54	Sanitary Service - Connection To Ne	\$200.00	\$200.00	\$0.00	\$200.00	100.00%	\$20.00
CO1	Sidewalk Snow Removal 2/6/18 thru 2	\$896.00	\$896.00	\$0.00	\$896.00	100.00%	\$89.60
CO2	Non-conforming Manhole Connection	\$12,160.80	\$12,160.80	\$0.00	\$12,160.80	100.00%	\$1,216.08
CO3	N 98th Cir Approach	\$1,924.00	\$1,924.00	\$0.00	\$1,924.00	100.00%	\$192.40
CO4	Storm Removal/Abandon 66A Existin	\$2,875.29	\$2,875.29	\$0.00	\$2,875.29	100.00%	\$287.53
CO5	Sidewalk Snow Removal 4/16/18	\$160.00	\$160.00	\$0.00	\$160.00	100.00%	\$16.00
CO6	Additional Erosion Control for VOPP	\$1,742.97	\$1,742.97	\$0.00	\$1,742.97	100.00%	\$174.30
CO7	Undercuts 6/1/18	\$1,145.45	\$1,145.45	\$0.00	\$1,145.45	100.00%	\$114.55
CO8	Undercuts - N 98th Cir (4/6/18, 4/10/1	\$26,758.95	\$26,758.95	\$0.00	\$26,758.95	100.00%	\$2,675.90
CO9	Undercuts - N 98th Cir (6/4/18-6/6/18	\$14,152.50	\$14,152.50	\$0.00	\$14,152.50	100.00%	\$1,415.25
CO10	North Outfall Work	\$4,780.00	\$4,780.00	\$0.00	\$4,780.00	100.00%	\$478.00
CO11	Tie-Rodding Of Pipe Outfall At South	\$1,973.92	\$0.00	\$1,973.92	\$1,973.92	100.00%	\$197.39
CO12	Beehive Grate And Cleanout For MH	\$1,014.53	\$0.00	\$1,014.53	\$1,014.53	100.00%	\$101.45
CO13	Installation Of Silt Sock And Silt Fen	\$1,894.28	\$0.00	\$1,894.28	\$1,894.28	100.00%	\$189.43
CO14	Boulder Removal	\$1,029.15	\$0.00	\$1,029.15	\$1,029.15	100.00%	\$102.92
TOTAL OF PAGE		\$876,399.34	\$870,487.46	\$5,911.88	\$0.00	\$876,399.34	\$87,639.93

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UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Job: Arbor Ridge - Sitework

The undersigned has been paid in full for all labor, services, equipment or material

Furnished to: **Construction Management Associates, Inc**

On the job: **Arbor Ridge - Sitework**

Located at:

and does hereby waive and release any right to a mechanics' lien, stop notice, or bond right against a labor and material bond on the job, except for disputed claims for additional work in the amount of 0.00.

Dated: 1/29/19

By: Stark Pavement Corporation

Company Name


Signature

Thomas P. Skelton
Print Name

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: CMA, Inc.

4015 80th Street, Suite
Kenosha, WI 53142

PROJECT: Arbor Ridge Sitework
Pleasant Prairie, WI

APPLICATION NO: 1

Distribution to:

☐ OWNER
☒ GENERAL CONTRACTOR
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

Stark Pavement Corp.
18245 W Burleight Rd.
Brookfield, WI 53005

VIA ARCHITECT: *Arbor Ridge*

Date

Cost Code

17-060
PERIOD TO: 8/17/2018

PROJECT NOS: 17 060

PROJECT NO:

CONTRACT DATE: 3/6/18

CONTRACT FOR:

Curb, Gutter and Walks

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	436,500.00
2. Net change by Change Orders	\$	13,150.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	449,650.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	449,650.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	44,965.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	44,965.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	404,685.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	404,685.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	44,965.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$13,150.00	\$0.00
Total approved this Month		
TOTALS	\$13,150.00	\$0.00
NET CHANGES by Change Order	\$13,150.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Stark Pavement Corporation

By:

Date:

8/22/2018

State of: Wisconsin

County of:

Waukesha

Subscribed and sworn to before me this 22nd

Day of August-18

Notary Public:

My Commission expires: 3/22/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as shown and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: Arbor Ridge Sitework

APPLICATION NO: 1

APPLICATION DATE: 8/22/2018

PERIOD TO: 8/17/2018

ARCHITECT'S PROJECT NO:

PROJECT NO: 188382

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	11,904.75		11,904.75		11,904.75	100.0%		1,190.48
2	30" Mountable Curb & Gutter Type A	79,786.25		79,786.25		79,786.25	100.0%		7,978.63
3	30" Vertical Face Curb Type A	7,008.75		7,008.75		7,008.75	100.0%		700.88
4	7" Concrete Base Course	258,715.00		258,715.00		258,715.00	100.0%		25,871.50
5	Milling Butt Joints At Tie In Points	4,000.00		4,000.00		4,000.00	100.0%		400.00
6	Asphalt Pavement 1 3/4" Surface Course	67,090.50		67,090.50		67,090.50	100.0%		6,709.05
7	Connector Walk Between Lots 18 / 19 and Adjacent To Lot 1,	7,994.75		7,994.75		7,994.75	100.0%		799.48
8	Change Order # 1	2,500.00		2,500.00		2,500.00	100.0%		250.00
9	Change Order # 2	3,235.00		3,235.00		3,235.00	100.0%		323.50
10	Change Order # 3	2,700.00		2,700.00		2,700.00	100.0%		270.00
11	Change Order # 4	4,715.00		4,715.00		4,715.00	100.0%		471.50
GRAND TOTALS		\$449,650.00		\$449,650.00		\$449,650.00	100.0%		\$44,965.00



Date: 06/26/19

Steve Wlahovich
Village of Pleasant Prairie
Construction Manager

Re: Arbor Ridge Development – Submission of Paperwork for Release on LOC

Pages: 1 of 7

Vendor Invoice History

Company: 01 - Construction Management Associates, Inc

Date From: 12/31/2016

Date To: 6/30/2019

Invoice	Post Date	Transaction Type	Trans Date	Payment Number	Profit Center	Invoiced	Paid
Vendor: STARK002 - Stark Pavement Corporation							
20180831-Arbor	10/19/2018	Computer Printed Check	10/19/2018	21908	Project 17 060	0.00	283,135.59
20180831-Arbor	1/23/2019	Computer Printed Check	1/23/2019	22995	Project 17 060	0.00	166,514.41
Invoice 20180831-Arbor Total:						449,650.00	449,650.00
Vendor STARK002 - Stark Pavement Corporation Total:						449,650.00	449,650.00
Vendor: WEENE001 - We Energies							
20171116- Arbor Ridg	11/16/2017	Invoice	11/16/2017		Project 17 060	33,338.33	0.00
20171116- Arbor Ridg	11/16/2017	Computer Printed Check	11/16/2017	18336	Project 17 060	0.00	33,338.33
20171116- ArborRidge	11/16/2017	Invoice	11/16/2017		Project 17 060	36,432.62	0.00
20171116- ArborRidge	11/16/2017	Computer Printed Check	11/16/2017	18336	Project 17 060	0.00	36,432.62
20171116-Arbor Ridge	11/16/2017	Invoice	11/16/2017		Project 17 060	21,507.76	0.00
20171116-Arbor Ridge	11/16/2017	Computer Printed Check	11/16/2017	18336	Project 17 060	0.00	21,507.76
20171116-ArborRidge	11/16/2017	Invoice	11/16/2017		Project 17 060	18,426.55	0.00
20171116-ArborRidge	11/16/2017	Computer Printed Check	11/16/2017	18336	Project 17 060	0.00	18,426.55
20171215-ArborRidge	12/15/2017	Invoice	12/15/2017		Project 17 060	30.00	0.00
20171215-ArborRidge	12/19/2017	Computer Printed Check	12/19/2017	18785	Project 17 060	0.00	30.00
20171215-ArborRidge	12/19/2017	Void Computer Printed Check	12/19/2017	18785	Project 17 060	0.00	-30.00
20171215-ArborRidge	1/31/2018	Adjust Invoice	12/15/2017		Project 17 060	-30.00	0.00
20171215-ArborRidge	2/27/2018	Computer Printed Check	2/27/2018	19464	Project 17 060	0.00	30.00
20171215-ArborRidge	2/27/2018	Void Computer Printed Check	2/27/2018	19464	Project 17 060	0.00	-30.00
Invoice 20171215-ArborRidge Total:						0.00	0.00
20181031-ArborReloca	10/31/2018	Invoice	10/31/2018		Project 17 060	3,599.11	0.00
20181031-ArborReloca	11/1/2018	Computer Printed Check	11/1/2018	22058	Project 17 060	0.00	3,599.11
Vendor WEENE001 - We Energies Total:						113,304.37	113,304.37
Company 01 - Construction Management Associates, Inc Total:						1,579,929.80	1,579,929.80

CUSTOMER COPY

we energies



August 24, 2017

Bear Development
Daniel Szczap
4011 80th ST
Kenosha, WI 53142

WAOC
500 S. 116th St.
West Allis, WI 53214-1000
www.we-energies.com

Subject: Invoice for electric facility relocation work at Arbor Ridge Subdivision, Village of Pleasant Prairie

Dear Daniel Szczap:

Thank you for contacting us about your electric facility relocation request at the above address.

Please review the following cost information:

- The cost for your electric facility relocation is: \$33,338.33. This amount is valid for 90 days from the date of this letter.
- Additional charges will apply if installation is needed from Dec.1 through March 31.
- The cost applies only to our electric facilities. If any other utilities need to be relocated, please contact the appropriate providers.
- Additional charges may apply if unusual or unforeseen conditions are encountered during the relocation.
- Any excavated area will be backfilled with existing soil at no cost to you. Surface restoration in the public right-of-way will be completed according to municipal guidelines. Additional restoration work you may have requested is included in your installation cost.
- If another quote is requested within 12 months, there may be a charge for preparing the new quote.

Please sign and return this letter, sketch and your payment in the envelope provided. Payment may also be made online by visiting www.we-energies.com/payconstructionbill or by phone at 855-570-0998. Your site is ready for service relocation when all items on the ready for service card are completed. We will schedule the relocation when we have the completed card and the municipal inspection or affidavit (if applicable).

If you have questions, please call me. I look forward to working with you to make your project a success.

Sincerely,

Nicole Warwick
Energy Services Consultant
Phone #: 414-944-5645
Fax #: 414-944-5552

Accepted By: _____ Date: ____/____/____

Title: _____

Work Request #: 4073395

Enclosure



We Energies
500 s 116TH st
West Allis, WI 53214

www.we-energies.com

August 24, 2017

Bear Development
Daniel Szczap
4011 80th ST
Kenosha, WI 53142

CUSTOMER COPY

Subject: Work Request 4054705; Lighting at Arbor Ridge, Village of Pleasant Prairie

Dear Daniel Szczap:

A work order for Night Aura® Outdoor Lighting, provided by We Energies, is detailed on subsequent pages of this letter. The upfront charge for this work, which expires 90 days from the date of this letter, is \$21,507.76, and does not include site restoration. The initial net change to monthly charges will increase by \$93.65, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

- Luminaires are controlled to provide dusk to dawn operation.
- Normal maintenance is performed by the Company upon notification.
- All fixtures are warranted until removed. Non-Standard poles and conductors are warranted for 15 years.
- For installation, removal and maintenance, the customer shall locate private underground facilities and grant or obtain, without expense to We Energies: access to property, necessary permissions, easements, ordinance satisfaction and permits.
- Termination or change requests after installation and prior to conclusion of the Initial Term shall result in customer charges. Monthly rates for fixtures on the LED rate are reduced after Initial Term.
- A complete list of applicable Lighting Tariff terms & conditions are available at www.we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign all of the enclosed documents and return them, along with payment for the upfront charge (check made payable to We Energies) in the enclosed envelope. Material will be ordered after all authorizations and payment have been received and this order will be released to construction for scheduling after all contingencies have been met. If you have any questions, please call me at 414-944-5645.

Sincerely,

Nicole Warwick
Energy Services Consultant

By signing this letter, you authorize us to do this work and acknowledge acceptance of the Rates and Conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

By: _____

Date: _____

Print Name: _____

Title: _____

we energies



August 24, 2017

CUSTOMER COPY

WAOC
500 S. 116th St.
West Allis, WI 53214-1000
www.we-energies.com

Bear Development
Daniel Szczap
4011 80th ST
Kenosha, WI 53142

Subject: Invoice for Arbor Ridge, Village of Pleasant Prairie, WR 4004322

Dear Daniel Szczap:

Thank you for your application for electric facilities. Please review the following information.

Cost Details:

- The cost for this project will be \$36,432.62. Additional charges may apply if we encounter unusual conditions, delays in your construction schedule or other changes that you request.
- The cost has been reduced by \$0.00 as credit for 0 meter(s) being set at the time of installation.
- Additional charges will apply if installation is requested from Dec. 1 through March 31.
- The cost does not include electric service to sewer lift stations, community well pumps, lighting, etc.
- Installation cost must be paid in advance of construction.
- If an additional cost estimate is needed within 12 months, there will be a charge for preparing the new estimate.
- This cost is valid for 90 days provided this letter and enclosed drawing are signed and returned with payment, the site is ready, and all other requirements are met.

Payment remittance:

Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.

- Personal check.
- Online at www.we-energies.com/payconstructionbil.
- Phone at 855-570-0998.

Refund details:

- You may be entitled to a partial refund for each meter connected to these facilities within five years of the energized date.
- Refunds will not exceed the amount of the original cost.

Facility Location:

- To avoid damage to underground facilities, you are responsible for locating and marking (with stakes, spray paint or flags) any buried obstructions and private underground facilities like lighting, septic systems, wells, sprinkler systems, etc.
- It is very important that you mark these facilities as We Energies and/or its agents are not responsible for damage to your facilities that are not properly marked before our work begins.

Construction:

Please consider this information when developing your project timeline:

- Once all job requirements are met, allow us a minimum three-week lead time for scheduling the installation of electric facilities.

- The area along the route of our facilities must be graded to within four inches of final grade. Fill, if deeper than three feet, must be compacted prior to the installation of our facilities. If relocation or repair of our facilities becomes necessary because of a grade change greater than four inches, you will be billed the full relocation or repair costs.
- Easements to install and maintain all We Energies facilities, including the right to cut out brush, shrubs and trees must be provided.
- Lot corner pipes are required to be clearly and visibly marked and must be identifiable along the entire installation route. These markings will be field verified by We Energies personnel and installation will not proceed if we determine this requirement is not complete.

Surface Restoration:

- Surface restoration in the public right-of-way, for facilities installed beyond your project limits, will be completed according to municipal guidelines.
- Restoration within your development will include backfilling and compacting using existing soil.
- All cut brush, shrubs and trees will be left at the site along our trench route.

As a reminder, you need to return the signed invoice and signed drawing along with your payment. Sign and return the enclosed Grade Verification Form only after its provisions have been met. If you have any questions, please call me. I look forward to working with you to make your project a success.

Sincerely,



Nicole Warwick
Energy Services Consultant
414-944-5645
nicole.warwick@we-energies.com

Work Request #: 4004322

Accepted by: _____

Title: _____ Date: _____

P.S. For more information on the application and construction process for new developments, visit www.we-energies.com/builders-contractors.

Enclosure



we energies

May 1, 2017

CUSTOMER COPY

WAOC
500 S. 116th St.
West Allis, WI 53214-1000
www.we-energies.com

Bear Development
Daniel Szczap
4011 80th St
Kenosha, WI 53142

Subject: Invoice for natural gas facility relocation work at Arbor Ridge, Village of Pleasant Prairie

Dear Daniel Szczap:

Thank you for contacting us about your natural gas facility relocation request at the above address.

Please review the following cost information:

- The cost for your natural gas facility relocation is: \$18,426.55. This amount is valid for 90 days from the date of this letter.
- Additional charges will apply if installation is needed from Dec.1 through March 31.
- The cost applies only to our natural gas facilities. If any other utilities need to be relocated, please contact the appropriate providers.
- Additional charges may apply if unusual or unforeseen conditions are encountered during the relocation.
- Any excavated area will be backfilled with existing soil at no cost to you. Surface restoration in the public right-of-way will be completed according to municipal guidelines. Additional restoration work you may have requested is included in your installation cost.

Please sign and return this letter, sketch and your payment in the envelope provided. Payment may also be made online by visiting www.we-energies.com/payconstructionbill or by phone at 855-570-0998. Your site is ready for service relocation when all items on the ready for service card are completed. We will schedule the relocation when we have your completed card.

If you have questions, please call me. I look forward to working with you to make your project a success.

Sincerely,

Nicole Warwick
Energy Services Consultant
Phone #: 414-9445-5645
Fax #: 414-944-5552

Accepted By: _____ Date: ____/____/____

Title: _____

Work Request #: 4004325

Enclosure

5/30/2018

Image Viewer



Date: Account Number Serial Number Amount
05/11/2018 82600012601 0000004718 \$27,264.50
Front

Bear Development, LLC 4015 60th Street Kenosha, WI 53142		First American Bank Kenosha, WI	4718 Date: 05/09/2018
Pay to the order of: VILLAGE OF PLEASANT PRAIRIE			
This amount: **** TWENTY-SEVEN THOUSAND, TWO HUNDRED SIXTY-FOUR AND 50/100 DOLLARS		\$27,264.50	
Village of Pleasant Prairie 9915 39th Ave Pleasant Prairie, WI 53158			
			
⑆4718⑆ ⑆071922777⑆ ⑆2600012601⑆			

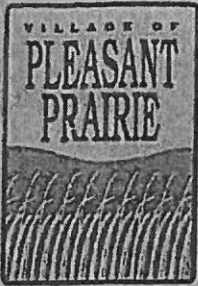
5/30/2018

Image Viewer



Date: Account Number Serial Number Amount
05/11/2018 82600012601 0000004718 \$27,264.50
Back

05/10/2018 - Batch 404 - Sequence 39
Electronic Deposit
FOR DEPOSIT ONLY



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

INVOICE

Invoice Date	Invoice No.
02/28/2018	20180069
Customer Number	
9	
Invoice Total Due	
\$4,775.00	
Due Date	
03/30/2018	

RECEIVED

By mkalagian at 5:03 pm, Mar 08, 2018

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

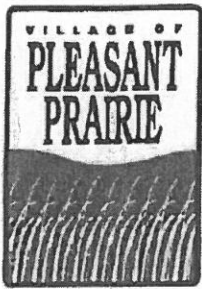
Invoice Date 02/28/2018 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of Pl Prairie for Engineering Services- Construction: Arbor Ridge; Construction Engineer: January 2018	2.00	\$125.00	EACH	\$250.00	\$0.00	\$0.00	\$250.00
Reimburse the Village of Pl Prairie for Engineering Services- Construction: Construction Engineer Tech	45.25	\$100.00	EACH	\$4,525.00	\$0.00	\$0.00	\$4,525.00
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$4,775.00	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Partnership B000
Voucher No. _____
GL# 1510.06.023
GL# _____
GL# _____
Appr By DR

Job ARBOR RIDGE 17-060
Date 3-16-18
Cost Code 007200
Approved by [Signature]
Comments _____



Village of Pleasant Prairie

Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

INVOICE

Invoice Date	Invoice No.
12/13/2017	20170803
Customer Number	
9	
Invoice Total Due	
\$9,962.50	
Due Date	
01/12/2018	

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

PAST DUE
This invoice is past due. Please send your notice. We will send as a remittance by return mail.

Invoice Date 12/13/2017 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of PI Prairie for Engineering Services- Construction; Arbor Ridge; Construction Engineer; November 2017	0.50	\$125.00	EACH	\$62.50	\$0.00	\$0.00	\$62.50
Reimburse the Village of PI Prairie for Engineering Services- Construction; Construction Engineer Tech	99.00	\$100.00	EACH	\$9,900.00	\$0.00	\$0.00	\$9,900.00
If you have any questions please contact Accounts Receivable at (262)-925-6702						Invoice Total:	\$9,962.50

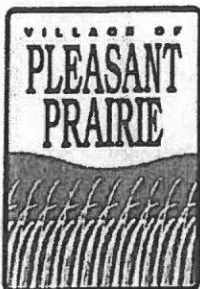
Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Job 17-060 ARBOR RIDGE
Date 3.12.18
Cost Code Q
Approved by RA
Comments _____

[Handwritten signature]
Voucher No 3000
G/L # 1570.06 023
G/L # _____
Appr By JR

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

ORIGINAL
COPY



Village of Pleasant Prairie

Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

INVOICE

Invoice Date	Invoice No.
11/29/2017	20170752
Customer Number	
9	
Invoice Total Due	
\$7,970.00	
Due Date	
12/29/2017	

RECEIVED

By mkalagian at 5:35 pm, Mar 07, 2018

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

PAID
your notice will you read
us a remittance by return mail

Invoice Date 11/29/2017 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of PI Prairie for Engineering Department Services; Arbor Ridge; Village Engineer; October 2017	1.00	\$135.00	EACH	\$135.00	\$0.00	\$0.00	\$135.00
Reimburse the Village of PI Prairie for Engineering Department Services; Engineer Tech	4.00	\$115.00	EACH	\$460.00	\$0.00	\$0.00	\$460.00
Reimburse the Village of PI Prairie for Engineering Services- Construction; Construction Engineer Tech	67.50	\$100.00	EACH	\$6,750.00	\$0.00	\$0.00	\$6,750.00
Reimburse the Village of PI Prairie for Engineering Services- Construction; Construction Engineer	5.00	\$125.00	EACH	\$625.00	\$0.00	\$0.00	\$625.00
If you have any questions please contact Accounts Receivable at (262)-925-6702						Invoice Total:	\$7,970.00

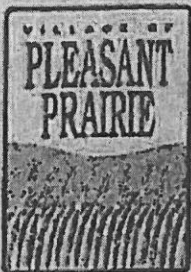
Partnership 130 00
Voucher No. _____
GL# _____
GL# 1510-06-023
GL# _____
Appr By DR

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Job ARBOR RIDGE 17.060
Date 3.16.18
Cost Code 00 72 00
Approved by [Signature]
Comments _____

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

ORIGINAL
COPY



Village of Pleasant Prairie
Attn: Accounts Receivable
9916 39th Avenue
Pleasant Prairie, WI 53158-8504
(262) 925-6702 Fax: (262) 925-6789

INVOICE

Invoice Date	Invoice No
03/16/2018	20180131
Customer Number	
9	
Invoice Total Due	
\$4,557.50	
Due Date	
04/15/2018	

RECEIVED

By mkalagian at 3:50 pm, Mar 29, 2018

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

				Invoice Date	03/16/2018	Customer Number		9
Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due	
Reimburse the Village of P1 Prairie for Engineering Department Services: Arbor Ridge. February 2016- Villaya Engineer Tech	1.00	\$125.00	EACH	\$125.00	\$0.00	\$0.00	\$125.00	
Reimburse the Village of P1 Prairie for Engineering Services: Construction. Construction Engineer	1.00	\$125.00	EACH	\$125.00	\$0.00	\$0.00	\$125.00	
Reimburse the Village of P1 Prairie for Engineering Services: Construction. Construction Engineer Tech	43.75	\$100.00	EACH	\$4,375.00	\$0.00	\$0.00	\$4,375.00	
If you have any questions please contact Accounts Receivable at (262)-925-6702				Invoice Total:		\$4,557.50		

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

012116 CONTINGENCY

Partnership BDO
Voucher No. _____
GL# 1510. 06. 023
GL# _____
GL# _____
Appr By DR

Job ARBOR RIDGE 17-060
Date 4-3-2018
Cost Code 012416
Approved by [Signature]
Comments _____

[Signature]

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

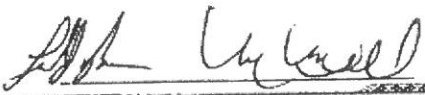
ORIGINAL
COPY

6/28/2018

Image Viewer



Date: Account Number Serial Number Amount
06/26/2018 82600012601 0000004798 \$22,475.00
Front

Bear Development, LLC 4015 8th Street Kenosha, WI 53142		First American Bank Kenosha, WI	4798 Date: 06/20/2018
Pay to the order of this amount		VILLAGE OF PLEASANT PRAIRIE *** TWENTY-TWO THOUSAND, FOUR HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS \$22,475.00	
Village of Pleasant Prairie 9015 39th Ave Pleasant Prairie, WI 53158			
MEMO			
⑈ 4798 ⑈ ⑆ 0 9 1 9 2 2 7 7 2 ⑆		8 260001 260 ⑈	

6/28/2018

Image Viewer



Date: Account Number Serial Number Amount
06/26/2018 82600012601 0000004798 \$22,475.00
Back

06/25/2018 - Batch 402 - Sequence 27
Electronic Deposit
FOR DEPOSIT ONLY



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

INVOICE

Invoice Date	Invoice No.
05/07/2018	20180286
Customer Number	
9	
Invoice Total Due	
\$22,475.00	
Due Date	
06/06/2018	

RECEIVED

MAY 24 2018

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142



Invoice Date 05/07/2018 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of P1 Prairie for Engineering Services- Construction: Construction Engineer Techs: Arbor Ridge: March 2018	224.75	\$100.00	EACH	\$22,475.00	\$0.00	\$0.00	\$22,475.00
If you have any questions, please contact Accounts Receivable at (262)-925-6702						Invoice Total:	\$22,475.00

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Partnership: BDOO

GL#: 1510.06.023

Partnership: _____

Voucher No. _____

G/L # _____

G/L # _____

Appr By _____

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

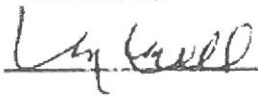
ORIGINAL
COPY

8/10/2018

Image Viewer



Date Account Number Serial Number Amount
07/31/2018 82600012601 0000004862 \$34,115.00
Front

Bear Development, LLC 4015 80th Street Kenosha, WI 53142		First American Bank Kenosha, WI	486 Date: 07/
Pay to the order of: VILLAGE OF PLEASANT PRAIRIE			
This amount: THIRTY-FOUR THOUSAND, ONE HUNDRED FIFTEEN AND 00/100 DOLLARS		\$34,115.00	
Village of Pleasant Prairie 9915 39th Ave Pleasant Prairie, WI 53158		Void After 60 Days 	
MEMO			
⑈4862⑈ ⑆071922777⑆ ⑈2600012601⑈			

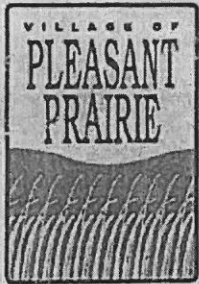
8/10/2018

Image Viewer



Date Account Number Serial Number Amount
07/31/2018 82600012601 0000004862 \$34,115.00
Back

07/30/2018 - Batch 406 - Sequence 16
Electronic Deposit
FOR DEPOSIT ONLY



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

INVOICE

Invoice Date	Invoice No.
06/26/2018	20180411
Customer Number	
9	
Invoice Total Due	
\$18,625.00	
Due Date	
07/26/2018	

RECEIVED

JUL 11 2018

BY: 

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

APPROVED

By Daniel Szczap at 12:42 pm, 7/17/18


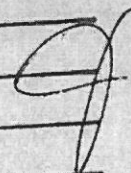

Invoice Date 06/26/2018 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of Pl Prairie for Engineering Services- Construction; Arbor Ridge; Construction Engineer Techs.; May 2018	186.25	\$100.00	EACH	\$18,625.00	\$0.00	\$0.00	\$18,625.00
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$18,625.00	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

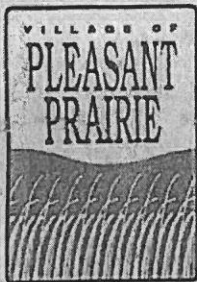
Partnership: BDOO

GL#: 1510.06.023

Partnership 
Voucher No. 
G/L #
G/L #
Appr By 

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

ORIGINAL
COPY



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

RECEIVED

JUN 27 2018

BY: _____

APPROVED

By Daniel Szczap at 12:43 pm, 7/17/18

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

INVOICE

Invoice Date	Invoice No.
06/13/2018	20180374
Customer Number	
9	
Invoice Total Due	
\$15,490.00	
Due Date	
07/13/2018	

Invoice Date 06/13/2018 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of Pl Prairie for Engineering Department Services. Village Engineer Tech; Arbor Ridge; April 2018	1.00	\$115.00	EACH	\$115.00	\$0.00	\$0.00	\$115.00
Reimburse the Village of Pl Prairie for Engineering Services- Construction; Construction Engineer Techs; April 2018	153.75	\$100.00	EACH	\$15,375.00	\$0.00	\$0.00	\$15,375.00
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$15,490.00	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Partnership: BDOO ✓

GL#: 1510.06.023 ✓

Partnership _____

Voucher No. _____

G/L # _____

G/L # _____

Appr By Sh

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

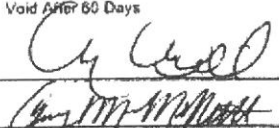
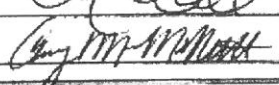
ORIGINAL
COPY

9/21/2018

Image Viewer



Date Account Number Serial Number Amount
09/18/2018 82600012601 0000004936 \$40,151.27
Front

Bear Development, LLC 4015 80th Street Kenosha, WI 53142		First American Bank Kenosha, WI	4936 Date: 09/12/2018
Pay to the order of: VILLAGE OF PLEASANT PRAIRIE			
This amount: FORTY THOUSAND, ONE HUNDRED FIFTY-ONE AND 27/100 DOLLARS		\$40,151.27	
Village of Pleasant Prairie 8915 39th Ave Pleasant Prairie, WI 53158		Void After 60 Days  	
MEMO			
⑈4936⑈ ⑆091922777⑆ 82600012601⑈			

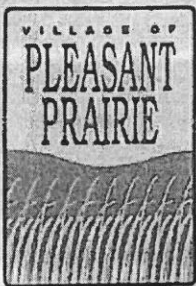
9/21/2018

Image Viewer



Date Account Number Serial Number Amount
09/18/2018 82600012601 0000004936 \$40,151.27
Back

09/17/2018 - Batch 404 - Sequence 13
Electronic Deposit
FOR DEPOSIT ONLY



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

APPROVED

By Daniel Szczap at 11:51 am, 9/5/18

INVOICE

Invoice Date	Invoice No.
08/15/2018	20180571
Customer Number	
9	
Invoice Total Due	
\$57.50	
Due Date	
09/14/2018	

RECEIVED

AUG 23 2018

BY: _____

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

Invoice Date 08/15/2018 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of Pl Prairie for Engineering Department Services: Village Engineer Tech; Arbor Ridge; July 2018	0.50	\$115.00	EACH	\$57.50	\$0.00	\$0.00	\$57.50
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$57.50	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Partnership: BDOO

GL#: 1510.06.023

Partnership _____

Voucher No. _____

G/L # _____

G/L # _____

Appr By JA

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

ORIGINAL
COPY

INVOICE

Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789



Invoice Date	Invoice No.
08/15/2018	20180581
Customer Number	
9	
Invoice Total Due	
\$16,450.00	
Due Date	
09/14/2018	

RECEIVED

AUG 23 2018

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

BY: _____

Invoice Date 08/15/2018 Customer Number 9

Description	Quantity	Price	UCM	Original Bill	Adjustment	Paid	Amount Due
Reimbursing the Village of Pl Prairie for Engineering Services- Construction: Construction Engineer Techs: Arbor Ridge: July 2018	164.50	\$100.00	EACH	\$16,450.00	\$0.00	\$0.00	\$16,450.00
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$16,450.00	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Partnership: BDOO ✓

GL#: 1510.06.023 ✓

Partnership _____

Voucher No. _____

G/L # _____

G/L # _____

Appr By dn

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

ORIGINAL
COPY



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-6504
(262) 925-6702 Fax (262) 925-6789

APPROVED

By Daniel Szczap at 11:49 am, 9/5/18

INVOICE

Invoice Date	Invoice No.
08/16/2018	20180594
Customer Number	
9	
Invoice Total Due	
\$451.27	
Due Date	
09/15/2018	

RECEIVED

AUG 23 2018

BY: _____

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

Invoice Date 08/16/2018 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Community Development Director, Arbo: Ridge, July 2018	1.25	\$162.00	EACH	\$162.50	\$0.00	\$0.00	\$162.50
Assistant Planner/Zoning Admin	2.00	\$105.00	EACH	\$210.00	\$0.00	\$0.00	\$210.00
Deputy Planner/Zoning Admin	0.25	\$80.00	EACH	\$20.00	\$0.00	\$0.00	\$20.00
Publication & Postage	1.00	\$58.77	EACH	\$58.77	\$0.00	\$0.00	\$58.77
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$451.27	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Partnership: BDOO ✓

Partnership 1510.06.023 ✓

Voucher No. _____

G/L # _____

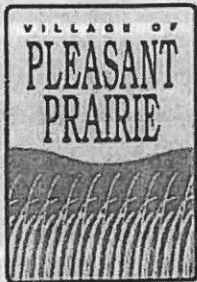
G/L # _____

Appr By _____

JS

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

ORIGINAL
COPY



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-1504
(262) 925-6702 Fax (262) 925-6789

APPROVED

By Daniel Szczap at 11:48 am, 9/5/18

RECEIVED

AUG 09 2018

BY: MC

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

INVOICE

Invoice Date	Invoice No.
08/03/2018	20180543
Customer Number	
9	
Invoice Total Due	
\$22,850.00	
Due Date	
09/02/2018	

Invoice Date 08/03/2018 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of P1 Prairie for Engineering Services- Construction; Construction Engineer Techs; Arbor Ridge; June 2018	228.50	\$100.00	EACH	\$22,850.00	\$0.00	\$0.00	\$22,850.00
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$22,850.00	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Partnership _____

Partnership: BDOO ✓

Voucher No. _____

GL#: 1510.06.023 ✓

G/L # _____

G/L # _____

Appr By _____

sh

[Handwritten signature]

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

ORIGINAL
COPY

1/29/2019

Image Viewer



Date Account Number Serial Number Amount
01/03/2019 82600012601 0000005158 \$22,528.84
Front

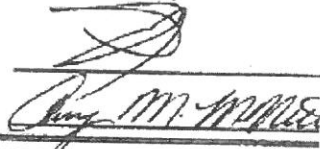
Bear Development, LLC 4015 60th Street Kenosha, WI 53142		First American Bank Kenosha, WI	5 Date 1
Pay to the order of: VILLAGE OF PLEASANT PRAIRIE			
The amount: TWENTY-TWO THOUSAND, FIVE HUNDRED TWENTY-EIGHT AND 84/100 DOLLARS			\$22,528.84
Village of Pleasant Prairie 8915 39th Ave Pleasant Prairie, WI 53158		Void After 60 Days 	
⑈ 5158 ⑈ ⑆ 076922777 ⑆ 82600012601 ⑈			

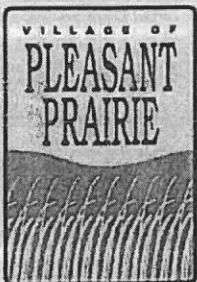
Image Viewer

1/29/2019



Date Account Number Serial Number Amount
01/03/2019 82600012601 0000005158 \$22,528.84
Back

01/02/2019 - Batch 404 - Sequence 157
Electronic Deposit
FOR DEPOSIT ONLY



Village of Pleasant Prairie
Attn: Accounts Receivable
9915 39th Avenue
Pleasant Prairie, WI 53158-5004
(262) 925-6702 Fax (262) 925-6789

APPROVED

By Daniel Szczap at 11:48 am, 9/5/18

RECEIVED

AUG 09 2018

BY: MC

BEAR REALTY
DANIEL SZCZAP
4011 80TH ST
KENOSHA, WI 53142

INVOICE

Invoice Date	Invoice No.
08/03/2018	20180543
Customer Number	
9	
Invoice Total Due	
\$22,850.00	
Due Date	
09/02/2018	

Invoice Date 08/03/2018 Customer Number 9

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
Reimburse the Village of P1 Prairie for Engineering Services- Construction: Construction Engineer Techs: Arbor Ridge: June 2018	228.50	\$100.00	EACH	\$22,850.00	\$0.00	\$0.00	\$22,850.00
If you have any questions please contact Accounts Receivable at (262)-925-6702					Invoice Total:	\$22,850.00	

Please return top stub with payment to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Partnership _____

Partnership: BDOO ✓

Voucher No. _____

GL#: 151006.023 ✓

G/L # _____

G/L # _____

Appr By: sh

Penalty of 1.5% per month on unpaid balance.
Additional 10% penalty if placed on tax roll.

ORIGINAL
COPY

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

Partial

Job: Arbor Ridge - Sitework

The undersigned has been paid in full for all labor, services, equipment or material *thru 9/29/18*

Furnished to: **Construction Management Associates, Inc**

On the job: **Arbor Ridge - Sitework**

Located at:

and does hereby waive and release any right to a mechanics' lien, stop notice, or bond right against a labor and material bond on the job, except for disputed claims for additional work in the amount of 0.00.

Dated: 3/25/2019

By: Short Elliott Hendrickson, Inc.

Company Name

Signature

Print Name

JAMES A. FRASE



Invoice

Invoice Number: 350128

Short Elliott Hendrickson, Inc. FEIN: 41-1251298 | 651.490.2000 | 800.325.2055



BILL TO:

Dan Szczap
Bear Development
4011 80th St
Kenosha WI 53142

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
NW8262
PO Box 1450
Minneapolis, MN 55485-0262

Pay This Amount	\$3,936.00
Due Date	10-JUN-18
Invoice Date	11-MAY-18
Bill Through Date	26-APR-18
Terms	30 NET
SEH Customer Acct #	61079
Customer Project #	
Agreement / PO #	138065
Project Manager	Mark Mickelson mmickelson@sehinc.com 262.648.6865
Client Service Manager	Brian Deplee bdeplee@sehinc.com 262.648.6865
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
138065	BEARD Arbor Ridge Subdivision	Arbor Ridge Subdivision

MAY 15 2018

Notes:

RECEIVED

Arbor Ridge 17-060
5-16-18
01 7123

Task: 5.0 - Construction Staking

Fee

Description

(88.2% of \$12,000.00) less previously billed of \$8,648.00

Amount

\$3,936.00

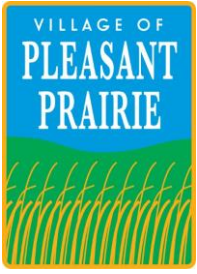
\$3,936.00

Task: 5.0 Total: \$3,936.00

Invoice total \$3,936.00

Project Billing Summary

	Current Amount Due	Previously Invoiced	Cumulative
Totals	\$3,936.00	\$92,893.12	\$96,829.12



MEMORANDUM

To: Nathan Thiel, Village Administrator and Village Board of Trustees

From: John Steinbrink, Jr., P.E., Director of Public Works

Subject: Vehicle Disposal Approval

Date: July 15, 2019

I am requesting approval for the disposal of the following Village vehicles which have reached the end of their useful life:

- Vehicle 8051 – 2005 Chevy One Ton Dump Truck; 81,946 miles
- Vehicle 8066 – 2006 Chevy Uplander; not running

The aforementioned vehicles will be sent to auction.

I recommend that the above vehicles be disposed of.

RESOLUTION #19-24

**RESOLUTION AUTHORIZING THE
VILLAGE OF PLEASANT PRAIRIE
TO DISPOSE OF SURPLUS VEHICLES**

WHEREAS, the Village of Pleasant Prairie currently owns a 2005 Chevy One Ton Dump Truck (81,946 miles); a 2006 Chevy Uplander (not running); and

WHEREAS, the 2005 Chevy One Ton Dump Truck, a 2006 Chevy Uplander, are no longer capable of performing the work required by the Village because of their age, hours of operation and condition; and

WHEREAS, these vehicles are no longer needed to meet the needs of the Village.

NOW, THEREFORE, BE IT RESOLVED, that the Village Administrator be authorized to sell the 2005 Chevy One Ton Dump Truck and 2006 Chevy Uplander to an authorized automobile auction company.

Passed and adopted this 15th day of July, 2019.

John P. Steinbrink, President

Attest:

Jane Snell, Clerk

Posted: _____