AGENDA
Village Board - Regular Meeting

Village Hall Auditorium
9915 - 39th Avenue
Pleasant Prairie, WI
Monday, June 8, 2026
6:00 PM

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Citizen Comments (Per State Statute Section 19.83, this is the time for public comments. If you wish to speak on any agenda item, please do so now. Once the agenda begins, public comments on agenda items are closed. Only individuals directly involved with an agenda item may be invited to speak during that item. The Board will also hear comments on topics not listed on the agenda. However, the Board cannot take action or hold significant discussions on those topics tonight. Matters not on the agenda may be scheduled for a future meeting if needed.)

5. Administrator's Report

6. New Business

   6.A Receive Plan Commission recommendation and consider approval of a Certified Survey Map and Development Agreement at the request of Tony DeRosa, agent for Fiduciary Real Estate Development, Inc., to subdivide the properties generally located between 77th and 79th Streets west of 105th Avenue for the proposed expansion of the Seasons at Riverview Apartments, creation of a single-family lot and creation of a lot for future single-family development.
   Village Staff Report.pdf
   2026-01-07 WI DNR Wetland Exempt.pdf
   2026-01-07 ACOE Non Jur B-C-D-F.pdf
   Draft Development Agreement 5-14-2026.pdf
   2026-05-05 CSM ENG COMMENTS (1).pdf
   CSM Application_R.pdf

   6.B Consider the release of an existing Wetland Preservation and Protection Easement associated with Lot 2 of CSM 2973 and Lots 1 and 2 of CSM 3000, generally located between 77th and 79th Streets west of 105th Avenue, as a result of new wetland delineation completed.
   2026-01-07 WI DNR Wetland Exempt.pdf
   2026-01-07 ACOE Non Jur B-C-D-F.pdf
   CSM 3000.pdf
   CSM 2973.pdf
   New Lot layout and Wetland Areas.pdf

6.C Receive Plan Commission recommendation and consider approval of Zoning Map and Text Amendments (Ord. #26-29 and Ord. #26-30) at the request of Tony DeRosa, agent for Fiduciary Real Estate Development, Inc., for the expansion of the Seasons at Riverview Apartments and future single-family development on the vacant properties generally located between 77th and 79th Streets west of 105th Avenue.

Ord 26-30.pdf
Ord 26-29.pdf
2026-01-07 WI DNR Wetland Exempt.pdf
2026-01-07 ACOE Non Jur B-C-D-F.pdf
Zoning Map-Text Amend App_R.pdf
Lot layout and Wetland Areas.pdf
Res Dev Plans-partial set.pdf

6.D Receive Plan Commission recommendation and consider approval of Comprehensive Plan Amendments (Ord. #26-31) at the request of Tony DeRosa, agent for Fiduciary Real Estate Development, Inc., for the expansion of the Seasons at Riverview Apartments and future single-family development on the vacant properties generally located between 77th and 79th Streets west of 105th Avenue.
Ord #26-31.pdf
Comp Plan Amend App_R.pdf
2026-01-07 WI DNR Wetland Exempt.pdf
2026-01-07 ACOE Non Jur B-C-D-F.pdf
Lot layout and Wetland Areas.pdf

6.E Receive Plan Commission recommendation and consider approval of Resolution #26-21 for a Final Condominium Plat, Certified Survey Map and Development Agreement at the request of Dustin Harpe, owner of the property generally located at 88th Avenue and 68th Street, for the development of nine 2-unit condominium buildings to be known as Willow Grove Condominiums.

Village Staff Report.pdf
Res 26-21.pdf
Draft Development Agreement 5-28-2026.pdf
2026-05-20 CSM Comments-only.pdf
Final Plat Application-Plat_R.pdf
CSM Application-CSM_R.pdf

6.F Receive Plan Commission recommendation and consider approval of a Zoning Map and Text Amendments (Ord. #26-32 and Ord. #26-33) at the request of Dustin Harpe, owner of the property generally located at 88th Avenue and 68th Street, to rezone the property and create the Planned Unit Development Ordinance for the Willow Grove Condominium development.
Ord 26-33.pdf
Ord 26-32.pdf
Zoning Map-Text Amend App_R.pdf
Residential Dev Plan App-Plans_R.pdf

6.G Receive Plan Commission recommendation and consider approval of a Comprehensive Plan Amendments (Ord. #26-34) at the request of Dustin Harpe, owner of the property generally located at 88th Avenue and 68th Street, related to Willow Grove Condominium development.
Ord #26-34.pdf
Comp Plan Amend App_R.pdf

6.H Consider approval of the Annual Retail Alcohol Licenses for the period July 1, 2026 through June 30, 2027.

2026 Community Development Report.pdf
2026 Fire Inspection and Fees Report.pdf
2026-2027 Retail Alcohol Licenses - Outstanding Fees FINAL.pdf
2026-2027 Retail Alcohol Renewals.pdf

6.I Consider approval of Ordinance #26-28 for an amendment to Chapter 194 as it relates to beer gardens.
Chapter 194 Amendments 6-8-2026.pdf

6.J Consider Award of Contract for the STH 165 and CTH Q Roadway & Traffic Signal Improvement Project.
260528 BidSummary_STH165-CTHQ Roadway&Traffic Signal_1240020.pdf
Prairie Highlands Rec Letter.pdf
Agreement-STH 165 and CTH Q Roadway and Traffic Signal.pdf

6.K Consider approval of Resolution #26-22 to initiate a Zoning Ordinance Amendment to re-evaluate pet and animal regulations as it relates to fowl or poultry.
Res 26-22.pdf

7. 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.)

7.A Approval of May 11, 2026, Village Board Meeting Minutes.
May 11, 2026 DRAFT.pdf

7.B Consider approval of Resolution #26-20 to accept the creation, review and adoption of the Compliance Maintenance Annual Report (CMAR) for the wastewater facilities in the Village of Pleasant Prairie.
Resolution #26-20 CMAR (Compliance Maintenance Annual Report).pdf
VPP 2025 CMAR.pdf

7.C Approval of 2026 Appointments to the Community Development Authority (CDA) Alternate Member Appointments.
MEMO June 2026 new CDA Alt appointment.pdf

7.D Consider approval of Towing Service Licenses for the period of July 1, 2026 through June 30, 2027.

8. Village Board Comments

9. Adjournment

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

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Receive Plan Commission recommendation and consider approval of a Certified Survey Map and Development Agreement at the request of Tony DeRosa, agent for Fiduciary Real Estate Development, Inc., to subdivide the properties generally located between 77th and 79th Streets west of 105th Avenue for the proposed expansion of the Seasons at Riverview Apartments, creation of a single-family lot and creation of a lot for future single-family development.

PROPOSED BY: Community Development	**FISCAL IMPACT: No**
AGENDA CATEGORY: Action	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

See attached Village Staff Report.

STAFF RECOMMENDATION:

The Plan Commission recommends that the Village Board approve the Certified Survey Map and Development Agreement subject to the comments and conditional of the attached Village Staff Report.

Village Staff Report.pdf

2026-01-07 WI DNR Wetland Exempt.pdf

2026-01-07 ACOE Non Jur B-C-D-F.pdf

Draft Development Agreement 5-14-2026.pdf

2026-05-05 CSM ENG COMMENTS (1).pdf

CSM Application_R.pdf

VILLAGE STAFF REPORT OF JUNE 8, 2026

The developer is requesting final approvals for the development of Phase II of the Seasons at Riverview Apartments generally located between 77th and 79th Streets west of 105th Avenue pursuant to the following approvals by the Village Board on January 12, 2026.

- Revised Conceptual Plan for Lots 1 and 2 of CSM 3000 (fka Lot 2 of CSM 2973) generally located between 77th and 79th Streets west of 105th Avenue with five 20-unit apartments (Phase II of the Seasons at Riverview Apartments) and nine (9) single family lots. These properties, pursuant to the 2020/2021 Master Conceptual Plans (Zone B), were intended to be developed with 159 senior apartments that included three 4-unit independent senior living units and a three (3) story 147 unit assisted living and memory care facility.
- Release to the Declaration of Use Restriction so that Lot 2 of CSM 2973 (now known as Lots 1 and 2 of CSM 3000) can be developed for other housing rather than senior housing.
- Variance from Section 394-70 (C) of the Village Land Division and Development Control Ordinance to allow 78th Street to be constructed with a rural cross section.

The final approvals being considered at this time include: Certified Survey Map; Development Agreement; Residential Development Plans including the public improvement plans, and the DSIS Agreement; Zoning Map and Text Amendments; and Comprehensive Plan Amendments.

Certified Survey Map. The Certified Survey Map (CSM) will subdivide Lots 1 and 2 of CSM 3000 into the three (3) parcels. The lots on the CSM need to be renumbered as shown on the attached comments since all the other applications submitted indicated that Lot 2 would be the single-family lot being created off 78th Street and Lot 3 is the future single-family subdivision pursuant to the comments in the Conceptual Plan approval.

- **Lot 1:** 12.048 acres with frontage on 77th and 78th Streets for the development of the Seasons at Riverview Apartments (Phase 2).
- **Lot 2:** 25,897 square feet with frontage on 78th Street. A new single-family home can be constructed on this lot when the required public improvements within 78th Street are constructed and accepted by the Village Board.
- **Lot 3**: 9.439 acres that is intended to be further subdivided by a subdivision plat that would create the eight (8) single family lots and associated Outlot for the required storm water facilities and preservation of wetlands and floodplains pursuant to the Conceptual Plan. Detailed easements for the future subdivision of Lot 3 will be shown on a future Preliminary and Final Subdivision Plat.

[Note: Lot 1 of CSM 3000 is located within TID #8 and Lot 2 of CSM 3000 is located outside of TID #8; therefore, new properties created cannot be partially located within TID 8 until it is retired.]

The existing floodplain areas within the development area will not be altered and are already located within floodplain preservation and protection easements.

Pursuant to the ***attached*** letters dated January 7, 2026 from both the WI DNR and the ACOE, they have determined that Wetlands B, C and D, and F are exempt from state and federal wetland regulations. Therefore, only wetland areas A, E and G will remain on the properties. These wetland areas will be zoned C-1, Lowland Resources Conservancy District and will also be located within new wetland preservation and protection easements on the new CSM.

The CSM will also dedicate new easements related to storm sewer, sanitary sewer, and water mains. In addition, the developer will be recording a separate shared amenities and cross access easement between Phases 1 and 2 of the Development.

Release of Easements. As a result of the new wetland delineation and exemptions from the WI DNR and US ACOE, the wetland preservation and protection easements dedicated on Lot 2 of CSM 2973 and Lots 1 and 2 of CSM 3000 are proposed to be vacated (also being considered by the

Village Board at tonight's meeting). *A draft copy of the easement vacation document shall be prepared and submitted to the Village staff/attorney for review prior to the being recorded. This release document will be required to be recorded immediately prior to recording the new CSM.*

Residential Development Plans include the public improvement plans for the Seasons at Riverview Apartments (Phase II) and public improvements associated with the 78th Street cul-du-sac that will be extended west from 105th Avenue within the existing right-of-way were conditionally approved by the Plan Commission at their May 18, 2026 meeting.

78th Street will provide the required access to the existing two vacant lots (Lots 100 and 107 in Block 6 of the Chateau Eau Plaines Subdivision) so that new single-family homes could be constructed on the properties. In addition, 78th Street will provide access to the new single-family lot (Lot 2 of the proposed CSM); a gated emergency access to The Seasons Phase II (Lot 1 of the proposed CSM); and future access to an Outlot associated with the future single-family development (Lot 3 of the proposed CSM) pursuant to the conditionally approved Conceptual Plan.

Municipal sanitary sewer and water will be installed within the apartment development to service these new multi-family buildings. The 78th Street cul-de-sac will be constructed to meet the Village rural cross-section specifications as allowed with the Variance granted by the Village Board in January 2026. The 78th Street cul-de-sac is required to be constructed with the development of the apartments since this provides the required gated emergency access to the apartments. Stormwater facilities for the multi-family development will utilize the existing stormwater facility within the existing Seasons development.

The developer is not requesting a right of recovery for the public improvements within 78th Street adjacent to Lots 100 and 107 in Block 6 of the Chateau Eau Plaines Subdivision for the associated costs to be reimbursed by those lot owners. These two (2) single-family lots have been and will remain unbuildable until the public improvements within 78th Street are completed and accepted by the Village.

Development Agreement. The ***attached*** draft Development Agreement sets forth the Developers' obligations for constructing improvement for the Seasons and 78th Street public improvements pursuant to the approved plans and specifications and provides for the required financial security to ensure that the improvements are constructed pursuant to said plans. All required exhibits, approvals and documents shall be finalized, and financial security provided to the Village prior to the execution of this Development Agreement and recording of the CSM.

Issuance of Building Permits for Apartments and Single-Family Homes on 78th Avenue. No Village building permits for new buildings shall be accepted or issued until such time as all of the required Public Improvements are inspected and accepted by the Village pursuant to the Development Agreement. However, the Village may allow, at its sole discretion the issuance of early footing and foundation permits on Lot 1 prior to acceptance of public improvements.

Plan Commission recommends approval of the Certified Survey Map and Development Agreement subject to the above comments and the following conditions:

1. Subject to Village Board approval and satisfaction of any conditions of approval of the Release of Easements, Comprehensive Plan Amendments and Zoning Map and Text Amendments (*being considered by the Village Board at their June 8, 2026 meeting*). All conditions of these approvals shall be satisfied prior to issuance of any permits.
2. Subject to the satisfaction of all the conditions associated with the Residential Development Plans including the Public Improvement Plans and DSIS Agreement as conditionally approved by the Plan Commission on May 18, 2026.

3. See ***attached*** comments dated May 5, 2026 from the Village Engineer regarding the CSM.

   Note: The lots on the CSM need to be renumbered as shown on the attached comments since all the other applications submitted indicated that Lot 2 would be the single-family lot being created off 78th Street and Lot 3 is the future single-family subdivision pursuant to the comments in the Conceptual Plan approval.

4. Upon Village staff approval of the revised Residential Development Plans including the public improvement plans and the CSM, then the CSM and Development Agreement and all related documents shall be finalized, executed, recorded.

5. The following shall be submitted to the Village so that the draft Development Agreement and the recordable Memorandum of Development Agreement can be finalized *(all documents shall also be submitted as a pdf):*

   a. Ownership verification documents.

   b. Approved Residential Development Plans that include the Residential Development Plans and Specifications.

   c. Original CSM as executed by the property owner.

   d. The final Easement vacation document. (to be recorded prior to recording of the CSM).

   e. The final private cross access easement between phases. (to be recorded immediately following the recording of the new CSM).

   f. Any required approvals for municipal sewer and/or water from the Village, Kenosha Water Utility, SEWRPC and/or WI DNR.

   g. *Draft contracts, bid documents and Certificate of Insurance shall be submitted to the Village for review to ensure that items are called out appropriately for the financial security.* 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. Once reviewed and approved by the Village, then a copy of the signed contracts, certificates of insurance shall be submitted to the Village.

   h. We Energies electrical and gas distribution system plan.

   i. Cost estimates for Filed Staking, Public Improvement As-built drawings, Record Drawings and property corner Monumentation from Sigma Group Inc..

   j. Street Signage Plan and cost estimate as prepared by the Village.

   k. Village Engineers cost estimates for inspections. If a Village consultant will be doing these inspections, then an executed contract shall be provided.

   l. Erosion Control Permit application and WI DNR NOI this will include the two-driveway access from 77th and 78th Streets.

   m. Village work in the Right-of-Way application.

   n. Financial Security shall be provided for 120% of the total cost of public/private related improvements inspections and other construction related services pursuant to Section 395-17 of the Village Municipal Code. The Village will prepare an Itemized Cost Breakdown Exhibit to determine the amount of the financial security and any required the cash payments. A draft of the financial security shall be provided to the Village for staff review. The cash payments and the "Final" financial security shall be provided prior to the Village at the closing.

   o. Verification that all taxes and any outstanding special assessments have been paid on all properties associated with the proposed CSM.

6. Upon approval of the Residential Development Plans that include the public improvement plans, CSM, Development Agreement and all required documents are finalized and ready for execution, the Village will host a closing to execute the Development Agreement and other related documents executed, payment of any required cash payments and submittal of the financial security. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide a recorded copy of all documents to the Village within 72 hours of recording and prior to work commencing on the public improvements.

7. Following the closing and prior to work commencing for the public improvements, a pre-construction meeting is required to be scheduled. The purpose of a preconstruction meeting is to discuss the construction, site logistics, schedule, inspection process and requirements in detail with the owner, engineer, general contractors and the staff inspectors. The Design Engineer of Record shall coordinate, prepare an agenda (sample provided by the Village), moderate and prepare minutes of the pre-construction meeting. Following the preconstruction meeting all Village permits can be obtained for construction of public/private improvements outlined in the Development Agreement and work can commence.

8. The development shall comply with the ordinances in effect at the time of construction including but not limited to the Village Land Division and Development Control Ordinance, Village Municipal Codes, Zoning Ordinance, Design Standards and Construction Specifications, Construction Site Maintenance and Erosion Control Ordinance.

9. The hours of construction activity, operating heavy machinery or equipment associated with the grading, erosion control device installation, and overall site development shall be limited to Monday through Friday from 7:00 a.m. to 9:00 p.m. and Saturday and Sunday from 7:00 a.m. to 6:00 p.m. unless extended hours are specifically approved by the Village Community Development Director.

10. The Village shall approve of the location of all contractor parking and the location of construction trailers parked on the site during construction activities as a part of the Erosion Control Permit. No construction trailers shall be parked in Village rights-of-way and there shall be no construction parking permitted on adjacent public streets.

11. On-site (off-street) parking shall be designed to accommodate all site visitors. <u>No on-street parking shall be allowed on any adjacent public street during construction.</u>

12. All construction related signage and the construction trailers (s) shall be approved and permitted by the Village.

13. Any required temporary construction fencing shall be installed prior to and during construction start in locations as required/approved by the Village.

14. All Village fees incurred by the Village Community Development, Engineering and 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. **NOTICE: THE VILLAGE WILL NEVER ASK ANYONE TO PAY APPLICATION AND PERMIT FEES VIA A WIRE TRANSFER. MOST DEVELOPMENT RELATED APPLICATION AND PERMIT FEES ARE REQUIRED TO BE PAID IN PERSON AT THE VILLAGE HALL VIA CASH, CHECK, CREDIT CARD OR BY SENDING A CHECK WITH THE INVOICE VIA MAIL.**

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St. Paul Ave
Milwaukee, WI, 53233

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

01/07/2026 EXE-SE-2025-30-04091

Fiduciary Real Estate Development, Inc.
Attn: David Ferrell
789 North Water Street, Suite 500
Milwaukee, WI 53202
[sent electronically]

RE: Artificial wetland exemption determination for areas described as Wetland B, Wetland C, Wetland D, and Wetland F located in the Village of Pleasant Prairie, Kenosha County

Dear David Ferrell:

This letter is in response to your request for an artificial wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation: 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area and 2) a wetland created as a result of a wetland mitigation requirement. In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Site photographs that show different angles and views of the wetland
- Historical aerial photographs
- The wetland delineation reports
- Historic Maps such as the Original Land Survey Plat, Bordner Survey, USGS topographic Quad map, and soil mapping

Conclusion:
Based upon the information provided above, the wetlands identified as Wetland B, Wetland C, Wetland D, and Wetland F lacked a wetland history prior to August 1, 1991, and fulfill all artificial wetland exemption standards. Therefore, Wetland B, Wetland C, Wetland D, and Wetland F are exempt from state wetland regulations.

This letter describes DNR's decision regarding the jurisdictional status of Wetland B, Wetland C, Wetland D, and Wetland F and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of Wetland B, Wetland C, Wetland D, and Wetland F, you will need to contact the U.S. Army Corps of Engineers.

If you have any questions, please call me at (608) 598-0346 or email sonya.ponzi@wisconsin.gov.

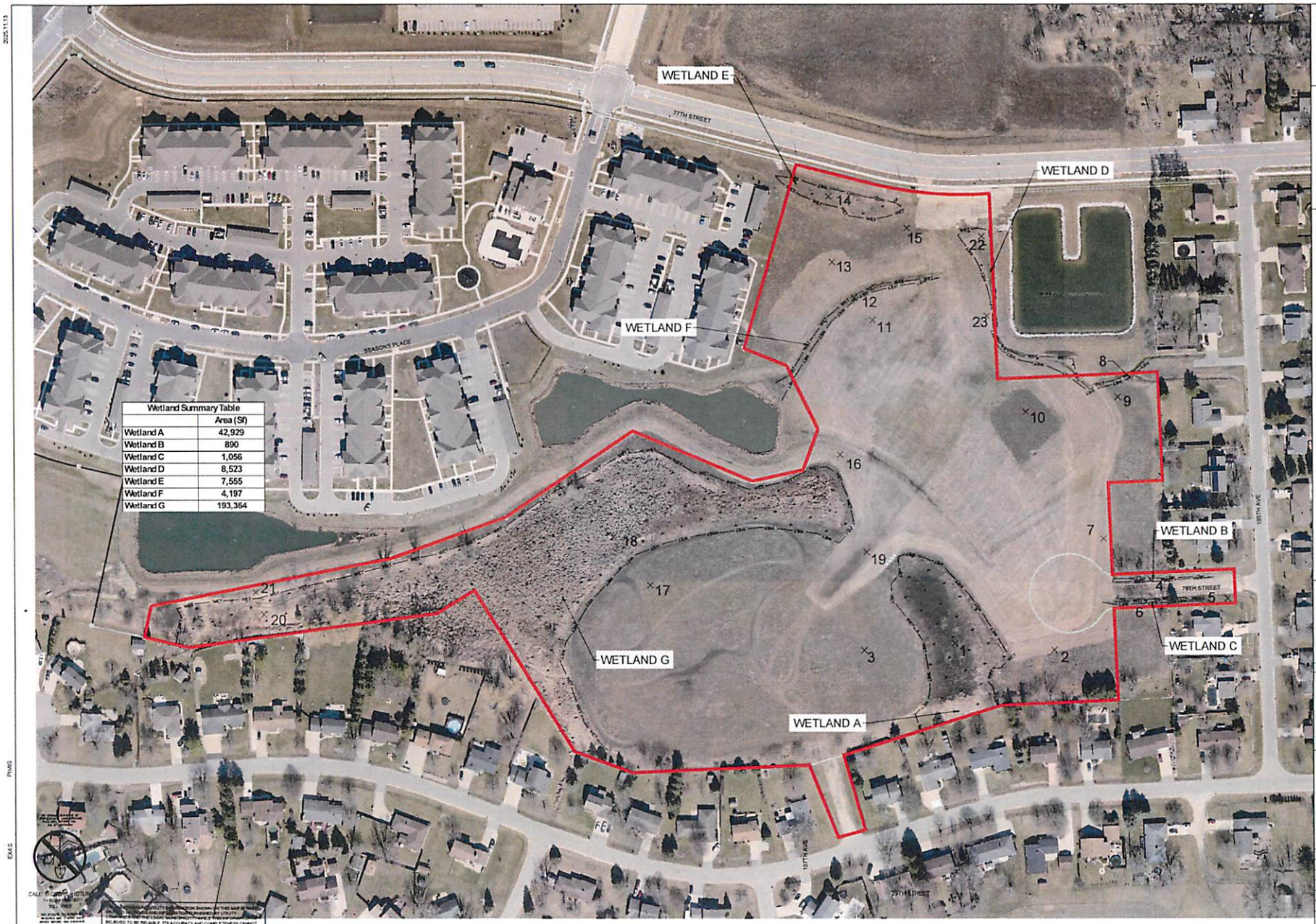
Sincerely,

Sonya C. Ponzi

Sonya Ponzi
Water Management Specialist

Email CC:
Tim Orlowski – USACE

Robert Hanson – Village of Pleasant Prairie
Emma Johnson – LandCO2



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Single Source. Sound Solutions.
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1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

N

GRAPHIC SCALE
0 80 160

SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

WETLAND MAP

PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUANCE	DATE

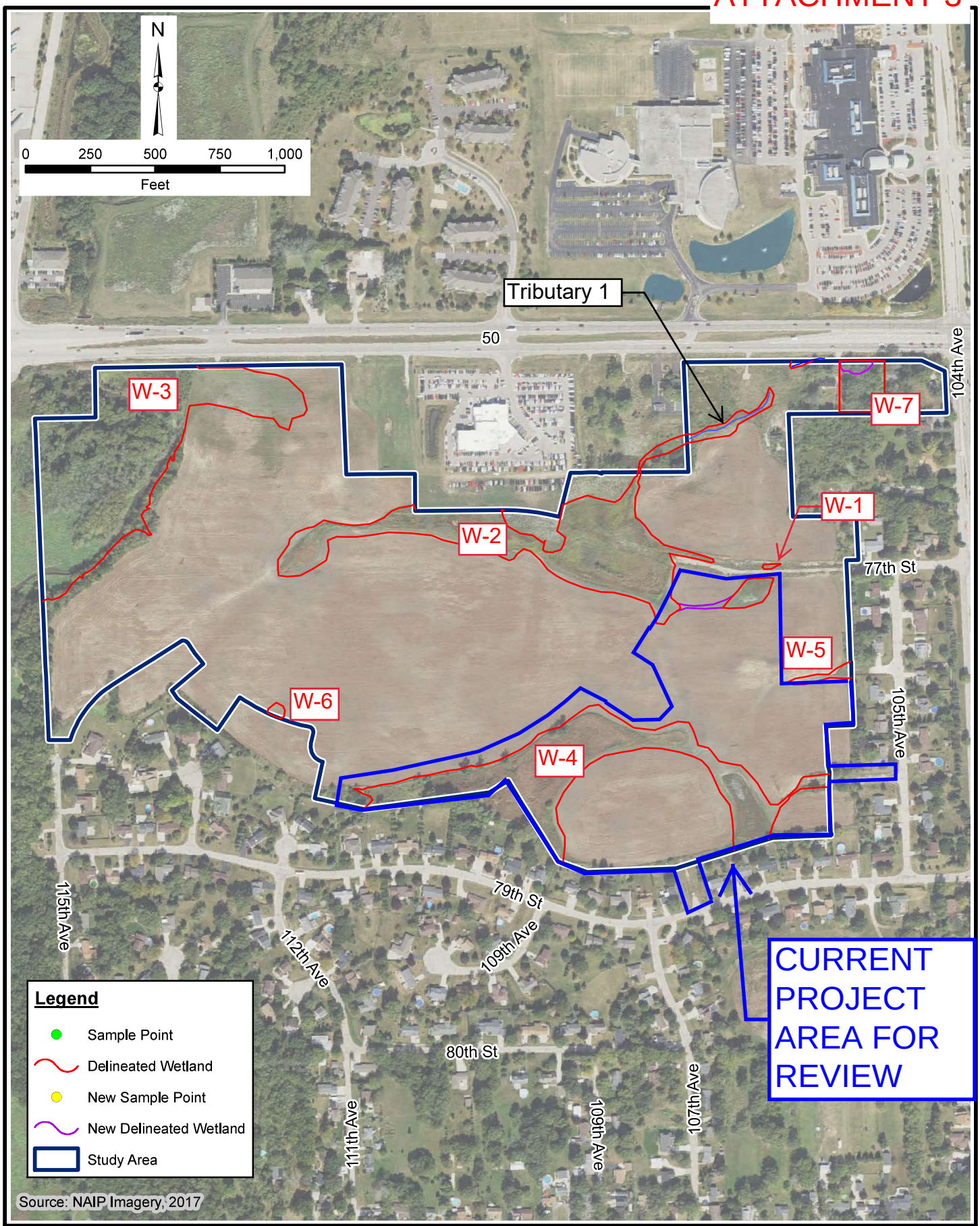
NO.	REVISION	DATE

PROJECT NO	24539
DESIGN DATE	2025.10.05
PLOT DATE	2025.11.13
DRAWN BY	---
CHECKED BY	PJI
APPROVED BY	---
SHEET NO	EX4.0

2025.11.13
PMG
EX4.0
24539

I:\Fiduciary RE\24539 - Seasons at River View Phase 2\060 CAD\030_Production Sheets\EX 4.0 Wetland.dwg

ATTACHMENT 3



OTIE
An Oneida ESC Group Company

FIGURE 2 (REVISED)
STUDY AREA LIMITS

Chateau Eau Plaines Development
City of Pleasant Prairie
Kenosha County, Wisconsin

C:\GIS_Projects\OTIE\OTIE_Chateau_Eau_Plaines\Figure 2 - Study Area Limits.mxd

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, WI 53212-3128

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

February 13, 2019 EXE-SE-2019-30-00295

KPK Construction
Kyle Kennedy
3700 22nd Street
Kenosha, WI 53144

RE: Artificial Wetland Exemption Determination for an area described as **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, located Section 07, Township 01 North, Range 22 East, Village of Pleasant Prairie, Kenosha County

Dear Mr. Kennedy:

This letter is in response to your request for an artificial wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation: 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area and 2) a wetland created as a result of a wetland mitigation requirement. In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Historic Maps, including the Original Land Survey Plat, Bordner Survey, the 1980 USGS topographic Quad map, and soil mapping.
- Aerial photographs, including the 1937 era photograph, a pre-construction photograph, and a post-construction photograph.
- Site photographs that show different angles and views of the wetland

Below is a summary of our findings:

<u>Request Narrative</u>

According to the request narrative, during the pre-field assessment of the site (review of existing documentation), it became apparent that site conditions, in terms of drainage, and location of wetness signatures, had been fluctuating on a fairly consistent basis. During the past twenty five years, preliminary grading for proposed roadways and installation of force a sanitary main and water mains has occurred throughout the site numerous times. The road project was never completed, grading was left incomplete and unmaintained resulting in poor drainage patterns throughout the site.

Additionally, since the 2008 wetland delineation was completed, the site has seen a significant increase in the stormwater, especially, from the north and east of the site. According to historical aerial photographs reviewed for this site, it appears that a majority of the site has been actively farmed since 1937. Numerous drain tiles, standpipes and surface drains effectively drained a majority of the site. Construction activities during the water main and sanitary force main extension project damaged several of the drain tiles that previously existed on the property causing additional flooding throughout the site and caused several drainage ditches for form.

Additionally, site grading and continued improvements to the ditch systems
that enter the site along 77th Street, 77th Place and 78th Place have also increased the volume of storm water that is discharged to the site. This is evident in looking at the historical aerials as well as the previous wetland delineation (2008).

Historic Map Review

- Original Land Survey Plat. The original land survey indicates wetlands surrounding the Kilbourn Ditch, some wetlands on the eastern portion of the site.
- Bordner Survey. The Bordner survey indicates that the area near W3 was part of the floodplain of the Kilbourn Ditch, the rest of the study area was cropped.
- 1980 USGS Topographic Quad map: The USGS Quad map indicates wetlands only along the Kilbourn Ditch, no significant changes in topography throughout the rest of the study area.
- Soil Maps: The soil maps indicate AtA (Ashkum silty clay loam), which is a predominantly hydric soil in W1, W2 (portion), and W3 (portion). W4 (portion) and part of W5 have EtB (Elliot silty clay loam) and VaB (Varna silt loam) which are predominantly non-hydric and W6 has MeB (Markham silt loam), which is predominantly non-hydric.
- The 2008 wetland delineation by an assured delineator did not indicate any of the areas of study for this artificial wetland determination request were wetlands at that time.

Aerial Photograph Review

- 1937 era aerial photograph. The 1937 aerial photograph shows the western portion of W4 (not part of this request) is shaded dark, indicating that it was most likely wetland, and the area where W3 is located was possibly part of the Kilbourn Ditch floodplain at the time.
- Pre-construction aerial photograph: The 1963, 1967, 1970, 1975 aerial photographs show a pond had been built west of the portion of W3 that we are reviewing, and a house and in the area of W3 that we are reviewing. The rest of the study area was cropped. A small stream is obvious in the NE portions of W2 (not part of this request). There are some dark spots in some of the areas that we are reviewing, but none of them are consistent or definite.
- Post-construction aerial photograph: The 1980, 1985, 1990, 1995, 2000, 2005, 2010 and 2015 aerial photographs show the area of W3 that we are reviewing had trees planted in rows until the early 2000s. After removal, the area looks to be wetter, but farmed. Cul-de-sacs were built on the eastern side of the property as early as 1980, and the area seems to have gone through various stages of development through the 1990s and 2000s.

Site Photographs

The site photographs show wetland areas with vegetation that is mostly invasive or low quality. The areas that are now considered wetlands appear to have gotten wetter each year, most likely due to the stops and starts of various kinds of development, and stormwater entering the property from the develop occurring all around it.

Conclusion:

- Based upon the information provided above, the wetland identified as **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, lacked a wetland history prior to August 1, 1991, and fulfills all artificial wetland exemption standards. Therefore, **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6** is exempt from state wetland regulations.

This letter describes DNR's decision regarding the jurisdictional status of **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, you will need to contact the U.S. Army Corps of Engineers. The U.S. Army Corps of Engineers contact for Kenosha County is April Marcangeli. April Marcangeli can be reached at (651) 290-5731.

If you have any questions about this determination, please contact me at (414) 303-5065 or email maureen.millmann@wisconsin.gov.

Sincerely,

Maureen Millmann
Municipal Transportation Policy Coordinator
Wetland Exemption Team

cc: April Marcangeli, U.S. Army Corps of Engineers
Michelle Scott, WMS, DNR
Scott, Horzen, OTIE, Consultant

Portion of W-3

Portion of W-2

W-1

W-5

W-6

Portion of W-4

DELINEATED WETLANDS

ARTIFICIAL WETLANDS

Pleasant Prairie Master Plan Concept

1" = 100' SITE PLAN

Pleasant Prairie, Wisconsin

21 JAN 2019

Architecture

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST PAUL DISTRICT
GREEN BAY FIELD OFFICE
320 NORTH BROADWAY SUITE 200
GREEN BAY WI 54303

January 7, 2026

Regulatory File No. MVP-2019-00455-TKO

Emma Johnson
LandCO2
5032 W Forest Home Ave. #5
Milwaukee, WI 53219
emma@landco2.com

Dear Emma Johnson,

This letter contains an Approved Jurisdictional Determination (AJD) for the area(s) identified below, located to the southwest of the intersection of 77th and 105th Avenue, in Section 07, Township 01N, Range 022E, Kenosha County, Wisconsin. The review area for this determination is identified on the enclosed figure labeled: MVP-2019-00455-TKO Figures 1-2 of 2.

Non-Jurisdictional Area(s):

We have determined that the following area(s) are not waters of the United States subject to Corps of Engineers (Corps) jurisdiction under Section 404 of the Clean Water Act or Sections 9 or 10 of the Rivers and Harbors Act:

- Wetland B, 0.02-acre
- Wetland C, 0.02-acre
- Wetland D, 0.20-acre
- Wetland F, 0.10-acre

You are not required to obtain Corps authorization within the area(s) listed above. This determination only applies to the area(s) identified above and is based on a reasonable approximation of their location and boundaries. The basis for this determination is provided in the enclosed Memorandum for Record.

Agricultural Lands Information:

This determination has been conducted to identify the location and extent of the aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of an NRCS Certified Wetland Determination with the local USDA service center, prior to starting work.

Appeal Process:

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

must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP.

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

AJD Expiration:
This AJD may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to information that was not considered during our initial review.

Contact Information:
If you have any questions, please contact me in our Green Bay Field Office at 920-912-5427 or timothy.k.orlowski@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

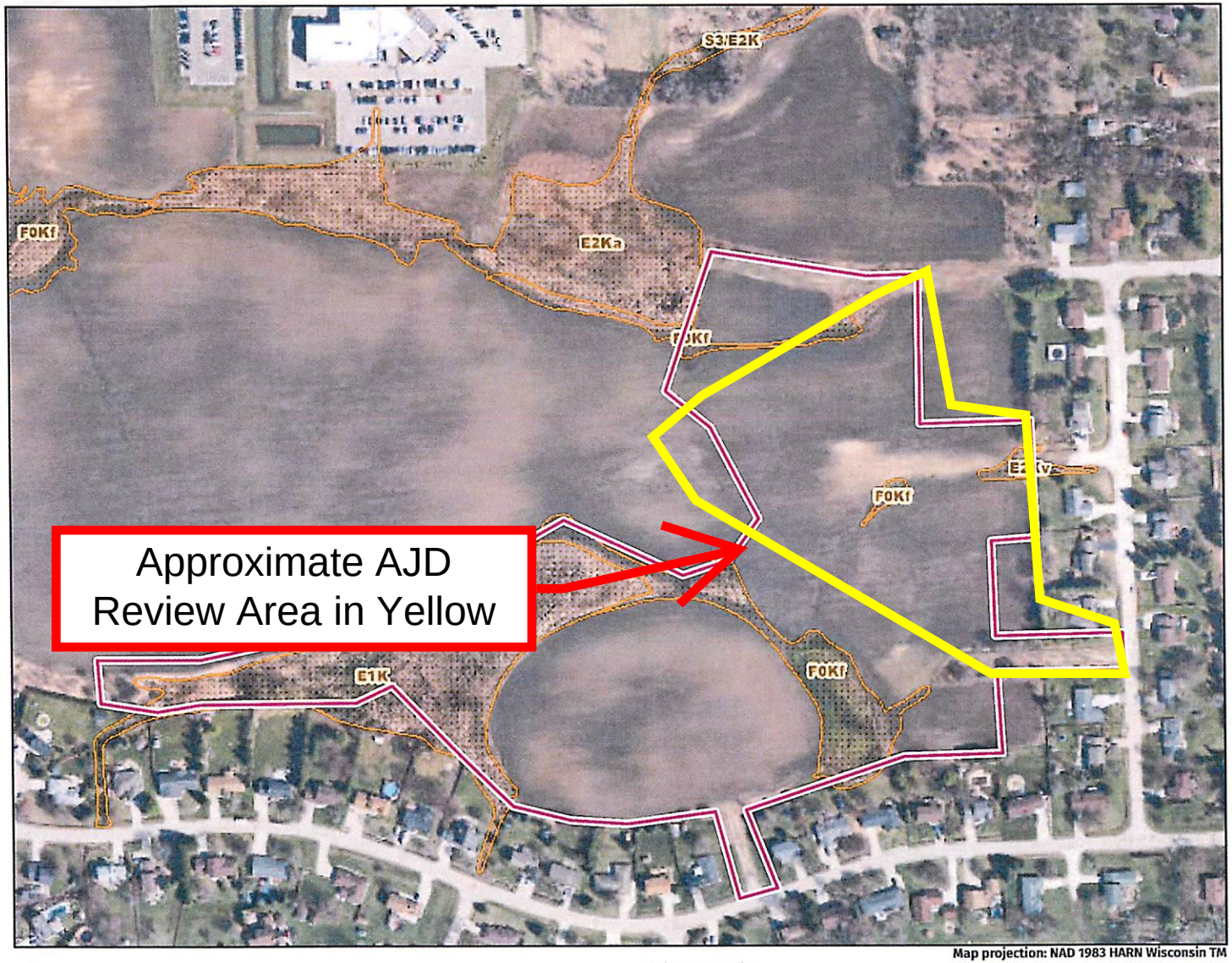
Tim Orlowski
Project Manager

Enclosures
AJD Figures, AJD MFR, Appeals Form

cc:
Sonya Ponzi, WI DNR

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

MVP-2019-00455-TKO Figure 1



Legend: (some map layers may not be displayed)

Wetland Class Points

Wetland too small to delineate

Wetland Class Areas

Latest Leaf Off Imagery

Notes:

Map projection: NAD 1983 HARN Wisconsin TM

N

Map: 0 290 580 Feet
0 80 160 Meters

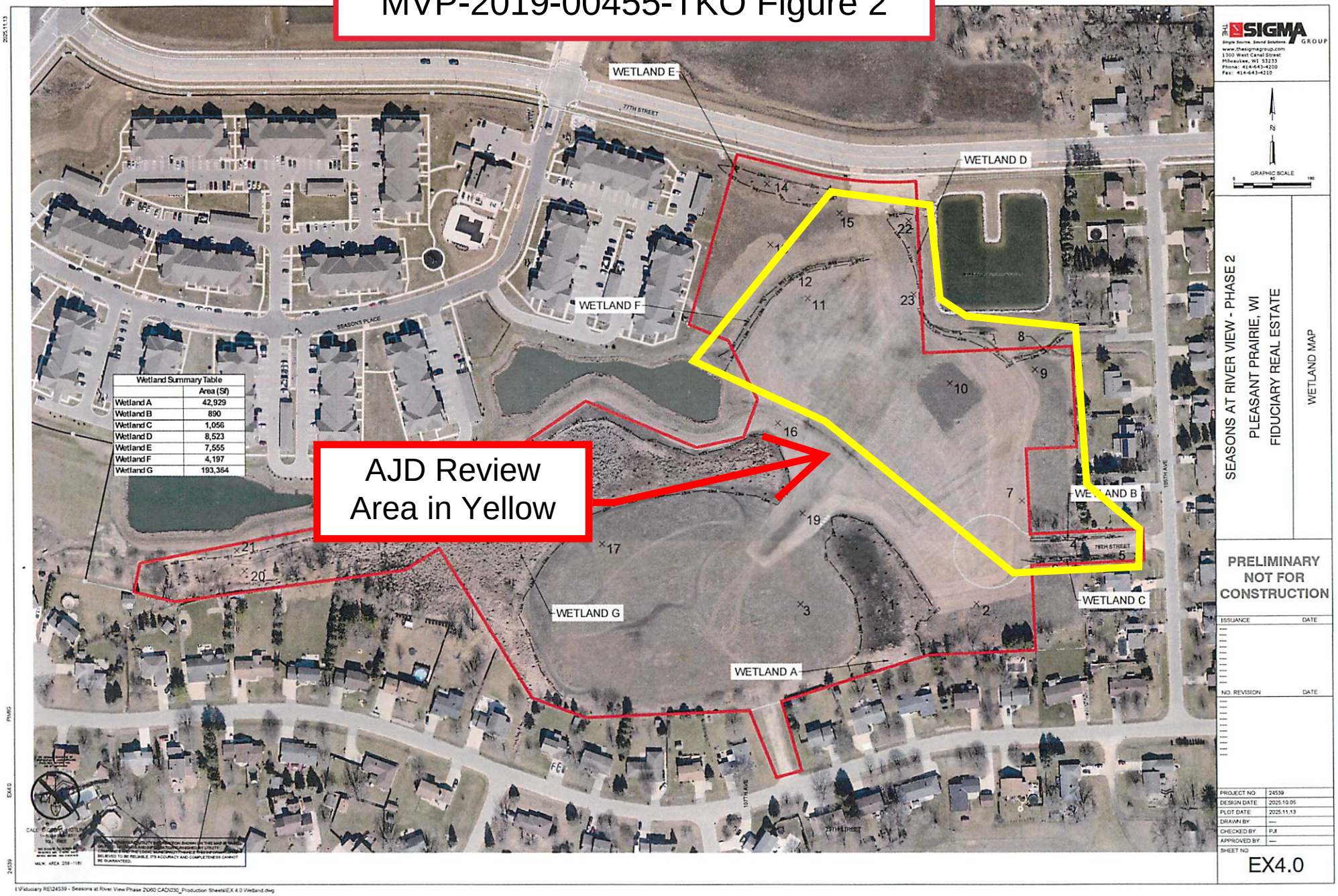
Service Layer Credits:
Latest Leaf Off: , DNR Basic Feature Vector Tile Layer WTM: , Wetland Inventory NWI (Dynamic): Calvin Lawrence, Dennis Weise, Nina Rihn

This map is a product generated by a DNR web mapping application.

This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose user agrees to be bound by all disclaimers found here: https://dnr.wisconsin.gov/legal

Date Printed: 10/12/2025 3:48 PM

MVP-2019-00455-TKO Figure 2



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST PAUL DISTRICT
GREEN BAY FIELD OFFICE
320 NORTH BROADWAY SUITE 200
GREEN BAY WI 54303

CEMVP-RD

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Approved Jurisdictional Determination in accordance with the "Revised Definition of 'Waters of the United States'"; (88 FR 3004 (January 18, 2023) as amended by the "Revised Definition of 'Waters of the United States'; Conforming" (8 September 2023) ,[1] MVP-2019-00455-TKO [MFR 1 of 1][2]

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.[3] AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.[4]

On January 18, 2023, the Environmental Protection Agency (EPA) and the Department of the Army ("the agencies") published the "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule"). On September 8, 2023, the agencies published the "Revised Definition of 'Waters of the United States'; Conforming", which amended the 2023 Rule to conform to the 2023 Supreme Court decision in *Sackett v. EPA*, 598 U.S., 143 S. Ct. 1322 (2023) ("*Sackett*").

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. For the purposes of this AJD, we have relied on Section 10 of the Rivers and Harbors Act of 1899 (RHA),[5] the 2023 Rule as amended,

[1] While the Revised Definition of "Waters of the United States"; Conforming had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.
[2] When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, the territorial seas, or interstate water that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).
[3] 33 CFR 331.2.
[4] Regulatory Guidance Letter 05-02.
[5] USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

as well as other applicable guidance, relevant case law, and longstanding practice in evaluating jurisdiction.

1. SUMMARY OF CONCLUSIONS.

    a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States).

Name of Aquatic Resource	JD or Non-JD	Section 404/Section 10
Wetland B	Non-Jurisdictional	N/A
Wetland C	Non-Jurisdictional	N/A
Wetland D	Non-Jurisdictional	N/A
Wetland F	Non-Jurisdictional	N/A

2. REFERENCES.

    a. "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule")

    b. "Revised Definition of 'Waters of the United States'; Conforming" 88 FR 61964 (September 8, 2023))

    c. *Sackett v. EPA*, 598 U.S. 651, 143 S. Ct. 1322 (2023)

    d. Memorandum To the Field Between the U.S. Department Of The Army, U.S. Army Corps Of Engineers And The U.S. Environmental Protection Agency Concerning The Proper Implementation Of 'Continuous Surface Connection' Under The Definition Of "Waters Of The United States" Under The Clean Water Act" (March 12, 2025)

3. REVIEW AREA.
    a. Project Are Size (in acres): 15-acre
    b. Location Description: The project/review area is located in Section 07, Township 01N, Range 022E, Kenosha County, Wisconsin.
    c. Center Coordinates of the Project Site (in decimal degrees)
    Latitude: 42.5638 Longitude: -87.9365
    d. Nearest City or Town: Pleasant Prairie
    e. County: Kenosha
    f. State: Wisconsin
    g. Other associated Jurisdictional Determinations (including outcomes):

Action ID	Type	Outcome
MVP-2019-00455 (19-FEB-2019)	AJD	Wetland D (Wetland 5 in prior AJD) was determined to be non-jurisdictional

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), THE TERRITORIAL SEAS, OR INTERSTATE WATER TO WHICH THE AQUATIC RESOURCE IS CONNECTED. [N/A][6]

5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, THE TERRITORIAL SEAS, OR INTERSTATE WATER. [N/A]

6. SECTION 10 JURISDICTIONAL WATERS[7]: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.[8]
   N/A

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the 2023 Rule as amended, consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the 2023 Rule as amended. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed. [N/A]

[6] This MFR should not be used to complete a new stand-alone TNW determination. A stand-alone TNW determination for a water that is not subject to Section 9 or 10 of the Rivers and Harbors Act of 1899 (RHA) is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established.
[7] 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.
[8] This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

a. Traditional Navigable Waters (TNWs) (a)(1)(i): N/A

b. The Territorial Seas (a)(1)(ii): N/A

c. Interstate Waters (a)(1)(iii): N/A

d. Impoundments (a)(2): N/A

e. Tributaries (a)(3): N/A

f. Adjacent Wetlands (a)(4): N/A

g. Additional Waters (a)(5): N/A

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

a. Describe aquatic resources and other features within the review area identified in the 2023 Rule as amended as not "waters of the United States" even where they otherwise meet the terms of paragraphs (a)(2) through (5). Include the type of excluded aquatic resource or feature, the size of the aquatic resource or feature within the review area and describe how it was determined to meet one of the exclusions listed in 33 CFR 328.3(b).[9]

Wetlands B, C, D, and F (W-B, W-C, W-D, and W-F) are excavated drainage features that are not waters of the U.S. These features were excavated in, and drain only, uplands to provide drainage for an access road (W-B/C) and storm water infrastructure (W-D/F) from surrounding development. Aerial images show the review area consisting entirely of actively cropped agricultural field until the 1980 aerial. Here 105th Ave can be seen as being constructed along the eastern boundary of the delineation study area, and 78th St. can be seen in the current location of wetlands W-B and W-C. At this time disturbance from a second access road, parallel to 78th St, can be seen extending west from 105th Ave in the location of the southeastern extent of W-D. The areas containing wetlands W-D and W-F remained actively cropped through 2020 with no signs of persistent wetness signature. By 2022 the excavated drainage features can be seen constructed and draining to non-jurisdictional storm water ponds at the northeast of W-D and the southwest of W-F. Review of aerial imagery prior to excavation show the locations containing W-B, W-C, W-D, and W-F exhibited no signs of wetland presence (standing water, repeated crop/vegetation stress, distinct variation of vegetation) within the delineated wetland boundary. These ditches

[9] 88 FR 3004 (January 18, 2023)

are non-RPWs as they lack a defined bed and bank (imagery), OHWM, and show no evidence of standing water or prolonged saturation (veg stress/darkened soils). W-B, W-C, W-D, and W-F fit the definition of (b)(3) waters, from 33 CFR 328.3(b), as they were excavated wholly in, and drain only, upland and do not carry a relatively permanent flow of water.

b. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the 2023 Rule as amended (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

N/A

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

a. No field visits were conducted. Desktop review evaluation was conducted on 12/30/2025.

b. AJD Application “2019-00455-TKO 20251202.APP.pdf” in the administrative record.

c. Mississippi Valley Division Regulatory Viewer, 12/30/2025.

d. Wisconsin DNR Surface Water Data Viewer, 12/30/2025.

e. Kenosha County GIS Interactive Mapping, 12/30/2025.

10. OTHER SUPPORTING INFORMATION. [N/A]

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR’s structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

U.S. Army Corps of Engineers (USACE)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

Form Approved –
OMB No. 0710-0003
Expires 2027-10-31

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority	The authorities for requesting this information are Sections 9, 10, 13, and 14, Rivers and Harbors Act of March 3, 1899; Section 404, Clean Water Act; and Section 103 Marine Protection Research and Sanctuaries Act of 1972.
Principal Purpose	This information serves as notification to affected parties regarding the USACE administrative appeal options and process, as well as to facilitate requests for appeal of USACE decisions with which they disagree.
Routine Uses	Routine uses will include: (a) To serve as notification to affected parties of the Corps administrative appeal options and process and to facilitate requests for appeal of Corps decisions with which they disagree. (b) Records may be referred to the Department of Justice for possible criminal prosecution. (c) Records may be referred to other Federal, State, and local agencies for evaluation and enforcement purposes.
Disclosure	Disclosure of this information is voluntary on your part. However, failure of individual to provide requested information could result in inability to determine all pertinent information regarding a Department of the Army permit matter.

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PURPOSE: This form is used to facilitate the initiation of the administrative appeals process. The appeals process allows an affected party to pursue an administrative appeal of certain Corps of Engineers decisions with which they disagree.

Upon release, this form will also be available on the Corps website https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/

Applicant: LandCO2 (Emma Johnson)	File Number: MVP-2019-00455-TKO	Date: 1/7/2026

Documents Attached (*select all that apply*):		Form Reference Section:
☐	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
☐	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
☐	PERMIT DENIAL WITHOUT PREJUDICE	C
☐	PERMIT DENIAL WITH PREJUDICE	D
☒	APPROVED JURISDICTIONAL DETERMINATION	E
☐	PRELIMINARY JURISDICTIONAL DETERMINATION	F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/ or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

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

- RECONSIDERATION: You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:	If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:
Name: Timothy Orlowski	Name: Brian Oberlies, Regulatory Appeals Review Officer
Street Address, City, State: 320 North Broadway Green Bay, WI 54303	Street Address, City, State: 1400 Walnut Street Vicksburg, Mississippi 39180
Phone: 920-912-5427	Phone: 601-634-5820
Email: timothy.k.orlowski@usace.army.mil	Email: brian.m.oberlies@usace.army.mil

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

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

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

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

Email address of appellant and/or agent	Telephone number
Signature of appellant or agent	Date

DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF PLEASANT PRAIRIE
AND
FRED-PLEASANT PRAIRIE TWO HC, LLC

THIS AGREEMENT made this _____day of _____, 2026, FRED-PLEASANT PRAIRIE TWO HC, LLC, a Wisconsin limited liability company (the "DEVELOPER") and the Village of Pleasant Prairie in the County of Kenosha and the State of Wisconsin, hereinafter called the "VILLAGE".

RECITALS:

WHEREAS, This Land Division and Development Control Agreement ("**AGREEMENT**") made this ___ day of March 2025, by and among **FRED-PLEASANT PRAIRIE TWO HC, LLC**, a Wisconsin limited liability company ("**DEVELOPER**"), **FRED-SENIOR LOT 2, LLC**, a Wisconsin limited liability company (the "**PROPERTY OWNER**"), all of the foregoing are collectively referred to as the "**OWNERS**" and individually as an "**OWNER**"; and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation (the "**VILLAGE**"); and

RECITALS:

WHEREAS, the OWNERS each own parcels of real property in the VILLAGE, said land being described on **EXHIBIT A** attached to the AGREEMENT, which lands are referenced in the AGREEMENT the "SUBJECT LANDS"; and

WHEREAS, the Property includes a portion of the area set forth on the construction plans, final engineering plans, landscape plans and street signage plans (collectively the Residential Development Plans) attached hereto as **EXHIBIT B** presented by the DEVELOPER covering approximately 22 acres in the Village; and

WHEREAS, on February 1, 2021, the VILLAGE adopted Resolution No. 21-03, creating Tax Incremental District No. 8, including the Property ("TID 8") or the "District"), to (among other things) pay for and to reimburse the VILLAGE and the Developer for some of the eligible project costs incurred by the VILLAGE and/or the Developer in connection with public and private infrastructure associated with the Property's development; and

WHEREAS, on March 4, 2021, the VILLAGE and the Developer entered into that certain Development Agreement regarding the use of tax increment financing form TID 8 in connection with the Developer's anticipated projects (the "Development Agreement"); and

WHEREAS, the Developer agrees to develop the Property in accordance with this Agreement and the previously approved TID #8 Development Agreement and all applicable zoning or other regulations of any and all government entities with jurisdiction over the Property; and

WHEREAS, the Owners entered into the Land Division and Development Control Agreement (the "**Agreement**"); and

WHEREAS, the Developer has received approval of a revised Conceptual Plan for the vacant lands generally located between 77th and 79th Streets west of 105th Avenue.

WHEREAS, the following exhibits are attached hereto and incorporated herein by reference:

- Exhibit A: Legal description of the Subject Lands
- Exhibit B: Residential Development Plans
- Exhibit C: Sanitary Sewer Easement
- Exhibit D: Water Easement
- Exhibit E: (Intentionally Omitted)
- Exhibit F: Landscaping Plans
- Exhibit G: (Intentionally Omitted)
- Exhibit H: (Intentionally Omitted)
- Exhibit I: Certified Survey Map

NOW, THEREFORE, in consideration of the terms of the Agreement, the OWNERS and VILLAGE agree to amend this Agreement as follows

SECTION I. REQUIREMENTS PRIOR TO COMMENCING CONSTRUCTION: The DEVELOPER shall entirely at its expense do the following prior to commencing construction of any improvement, whether public or private, or site development:

A. Execute this AGREEMENT and cause this AGREEMENT to be recorded in the Kenosha County Register of Deeds and provide the VILLAGE with evidence of recording.

B. Deliver the DEVELOPER's FINANCIAL GUARANTEE in the amount required in Section XI for the construction of improvements required by this AGREEMENT.

C. Provide the VILLAGE with title evidence showing that upon recording the CSM, the VILLAGE will have good, indefeasible title to all interests in land to be dedicated or conveyed to the VILLAGE by the CSM.

D. Apply, pay for, and be granted all necessary permits for the construction of the DEVELOPMENT.

DEVELOPER'S COVENANTS

In addition to such obligations, costs and representations of DEVELOPER as stated herein, DEVELOPER shall be responsible without limitation for any and all of the obligations, costs, and representations of DEVELOPER and accepts and acknowledges the waivers and responsibilities of DEVELOPER contemplated or stated in SECTION II through XIX, and XXI through XLII if DEVELOPER fails to meet obligations, costs, or

representations as reasonably determined by the VILLAGE. DEVELOPER's rights and responsibilities regarding SECTION XX are stated separately in SECTION XX.

SECTION II. IMPROVEMENTS:

Except as otherwise expressly provided to the contrary in SECTION XX and SECTION XIX of this Agreement, DEVELOPER shall, at DEVELOPER's sole cost and expense, develop the SUBJECT LANDS and construct the Improvements in accordance with the approved Plans and Specifications on file with the VILLAGE and incorporated herein as follows:

A. BUILDINGS, STRUCTURE AND SITE IMPROVEMENTS:

DEVELOPER shall, at DEVELOPER's sole cost and expense, construct or cause the construction of Developer shall develop the vacant lands generally located between 77th and 79th Streets west of 105th Avenue in accordance with the approved Residential Development Plans approved by the Village Board, as shown in **Exhibit B** in substantial conformity to Architectural Plans submitted and approved by the Plan Commission and VILLAGE BOARD attached as part of the site plan(s) and plan of operation(s), subject to the following:

1. DEVELOPER shall construct, complete, and install all buildings, structures, and site improvements in accordance with the Plans and Specifications approved by the VILLAGE and on file with the VILLAGE Clerk.

2. The completion of the buildings, Private Improvements, site improvements, and structures in compliance with said Plans and Specifications constitute material terms of this Agreement.

3. This obligation does not currently include improvements that will be completed when land is developed on Lot 3 of Certified Survey Map No. _____, upon approval of the Village.

B. PRIVATE AND PUBLIC STREETS, AND PATHS:

DEVELOPER shall, at its sole cost and expense, complete, or cause the completion of, the grading, construction, and surfacing of streets, paths, including curbs and gutters.

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all private and public street, , parking area and path plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans related to public infrastructure.

2. Contractors working on the development or on individual buildings are required to clean up all mud, dirt, stone or debris on the streets, sidewalks, parking areas and paths no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone, or debris on the streets resulting from development construction. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone, or debris on the street, to clean up the same or to hold the contractor who hired the contractor responsible. If the responsible contractor fails to clean the streets as required herein, the DEVELOPER shall clean up the streets, sidewalk, and path within twenty-four (24) hours after receiving a written notice from the VILLAGE. If said mud, dirt, stone or debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's expense, at the option of the VILLAGE.

C. SANITARY SEWER:

DEVELOPER shall at its sole cost and expense, complete or cause the completion of the construction, installation, and provision of a complete sanitary sewage collection system throughout the entire SUBJECT LANDS and connect to the VILLAGE sanitary sewer collection system adjacent to the SUBJECT LANDS all in accordance with the plans and specifications approved by the VILLAGE subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and VILLAGE specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.

2. The construction, furnishing, installation and provision of a complete sewerage system for the SUBJECT LANDS, shall be in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the VILLAGE and as approved by the VILLAGE Engineer.

3. Prior to the installation of the asphaltic pavement, the Developer shall complete and install the required public sanitary sewer system improvements. Following completion of the pavement base course and prior to the installation of the asphalt pavement, the VILLAGE shall, at the DEVELOPER’s cost, conduct televising of the sanitary sewer after the DEVELOPER’s contractor flushes and cleans the required public sanitary sewer system improvements.

4. DEVELOPER shall furnish one hard copy and one electronic copy of Record Drawings as-built survey of the Improvements to the VILLAGE Engineer, prior to conditional acceptance of the public improvements, which shall include the elevation of bedrock if encountered during

construction. The electronic copy shall include linework that can be uploaded into the VILLAGE'S GIS database without additional programming. The record drawings and as-built survey shall conform to Chapter 405 of the Municipal Code.

5. DEVELOPER shall be responsible for the repair of any defects as determined by the VILLAGE Engineer in accordance with accepted sanitary engineering standards prior to conditional acceptance of the improvements by the VILLAGE.

6. DEVELOPER shall provide the VILLAGE with a permanent easement, in the form attached as **EXHIBIT C,** in recordable form, granting the VILLAGE the right to access, construct, repair, replace, and maintain the public improvements located outside of public right of ways required in this Section II.C.

D. WATER:

DEVELOPER shall at its sole cost and expense, complete or cause the completion of the construction, installation, and provision of a complete water distribution system throughout the entire SUBJECT LANDS and connect to the VILLAGE water distribution system adjacent to the SUBJECT LANDS all in accordance with the plans and specifications approved by the VILLAGE subject to the following:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and VILLAGE of Pleasant Prairie specifications, regulations, ordinances and guidelines and written proof that the VILLAGE Engineer has approved said plans.

2. The construction, furnishing, installation and provision of a complete water system for the SUBJECT LANDS, shall all be in accordance with the plans, specifications and drawings on file in the VILLAGE Clerk's office and all applicable Federal, State and VILLAGE of Pleasant Prairie's ordinances, specifications, regulations and guidelines for the construction of water systems in the VILLAGE of Pleasant Prairie and as approved by the VILLAGE Engineer.

3. DEVELOPER shall furnish one hard copy and one electronic copy of Record Drawings and as-built survey of the Improvements to the VILLAGE Engineer, prior to conditional acceptance the public improvements which shall include the elevation of bedrock if encountered during construction. The electronic copy shall include linework that can be uploaded into the VILLAGE'S GIS database without additional programming. The record drawings and as-built survey shall conform to Chapter 405 of the Municipal Code.

4. All water mains and laterals in the SUBJECT LANDS shall be pressure

tested and leak tested in accordance with the VILLAGE'S specifications, Wisconsin Department of Natural Resources Code, and current building code requirements. Such tests within the Utility Easement shall be conducted in the presence of the VILLAGE Engineer. If required by the VILLAGE, the DEVELOPER shall also complete an acoustic leak detection survey of the water mains and laterals. These tests shall be completed at the DEVELOPER'S expense prior to conditional acceptance of the improvements and issuance of occupancy permits for the building or buildings then connected to the VILLAGE water distribution system.

5. DEVELOPER shall provide the VILLAGE with a permanent easement, in the form attached as **EXHIBIT D,** in recordable form, granting the VILLAGE the right, but not the obligation to access, construct, repair, replace, and maintain improvements located outside of public right of ways required in this Section I.D.

E. SURFACE AND STORMWATER DRAINAGE:

DEVELOPER shall at its sole cost and expense, complete or cause the completion of the construction, installation, and provision of adequate facilities for storm and surface water drainage in accordance with the plans and specifications subject to the following:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all surface and stormwater drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer, Kenosha County, if applicable, and the Wisconsin Department of Natural Resources, if applicable, have reviewed and approved said plans.

2. Adequate facilities for surface and stormwater drainage including grading, swales, ditches, curb, gutter, storm sewers, culverts, catch basins and infiltration/retention/detention basins shall be provided throughout the DEVELOPMENT with adequate capacity to transmit the anticipated flow from the DEVELOPMENT, in accordance with all plans and specifications on file in the VILLAGE Clerk's office, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer and by the Kenosha County and the Wisconsin Department of Natural Resources where applicable.

3. DEVELOPER agrees that all the plans for site grading, construction and stormwater must be approved by the VILLAGE Engineer before any occupancy permits are issued, except as allowed by the VILLAGE.

4. To maintain roads free from mud and dirt from construction of the DEVELOPMENT.

5. The VILLAGE BOARD will not conditionally accept the surface and storm water drainage system until the entire system is installed in accordance with plans of the DEVELOPMENT and specifications to the satisfaction of the VILLAGE Engineer.

6. Prior to the installation of the asphaltic pavement, the Developer shall complete and install the required public storm sewer system improvements. Following completion of the pavement base course and prior to the installation of the asphalt pavement, the VILLAGE shall, at the DEVELOPER's cost, conduct televising of the storm sewer after the DEVELOPER's contractor flushes and cleans the required public storm sewer system improvements.

7. The VILLAGE retains the right to require DEVELOPER to install additional surface and stormwater drainage measures if it is reasonably determined by the VILLAGE Engineer within the first year after the surface and stormwater drainage plan as designed and/or constructed and all buildings in the Development on the Subject Lands have been established with occupancy permits does not provide reasonable stormwater drainage within the development and surrounding area.

8. DEVELOPER shall furnish one hard copy and one electronic copy of Record Drawings and as-built survey of the Improvements to the VILLAGE Engineer, prior to conditional acceptance the public improvements which shall include the elevation of bedrock if encountered during construction. The electronic copy shall include linework that can be uploaded into the VILLAGE'S GIS database without additional programming. The record drawings and as-built survey shall conform to Chapter 405 of the Municipal Code.

F. GRADING, EROSION AND SILT CONTROL:

DEVELOPER shall, at its sole cost and expense, grade, and maintain all required erosion and silt control measures on the SUBJECT LANDS in accordance with the approved plans and specifications on file with the VILLAGE subject to the following:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the VILLAGE Engineer and the Wisconsin Department of Natural Resources have approved said plans. Evidence of Wisconsin Department of Natural Resources approval shall be provided through the issuance of an erosion control permit.

2. DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, and the Wisconsin Department of Natural Resources, if applicable.

3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance. Any cash or letter of credit, or surety bond posted with the VILLAGE will not be released until the VILLAGE Engineer is satisfied that no further erosion measures are required.

4. If any erosion control facilities (including but not limited to bails, silt fence, and berms) are washed out or otherwise rendered ineffective as reasonably determined by the VILLAGE Engineer/Director of Public Works, the DEVELOPER shall replace said facilities within forty-eight (48) hours of being so notified in writing by the VILLAGE Engineer/Director of Public Works. If the DEVELOPER fails to reinstall said facilities within forty-eight (48) hours of being so notified by the VILLAGE Engineer/Director of Public Works, the VILLAGE may (but is not required to) reinstall said facilities and charge 125 percent (125%) of all costs incurred by the VILLAGE in so reinstalling said facilities to the DEVELOPER. The VILLAGE may collect this amount from the FINANCIAL GUARANTEE.

5. Except as set forth in the grading plans, topsoil, grading soils, or excess soils are not permitted to remain on the site longer than (1) one year from the signing of this AGREEMENT.

6. DEVELOPER shall furnish electronic copies of Record Drawings of the site grading in the development to the VILLAGE Engineer, prior to conditional acceptance. The record drawings shall conform to Chapter 405 of the Municipal Code.

G. LANDSCAPING AND SITE WORK:

DEVELOPER shall, at its sole cost and expense, grade, seed, and otherwise landscape the SUBJECT LANDS subject to the following:

1. DEVELOPER shall grade, seed and otherwise landscape the SUBJECT LANDS in accordance with the approved plans and specifications on file with the VILLAGE.

2. DEVELOPER shall provide and plant all trees/shrub plantings identified on the landscape plans as set forth in **EXHIBIT F.** Said plans may be amended if approved by the VILLAGE Community Development Director upon request of the DEVELOPER.

3. DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets,

drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, designated areas for landscaping, paths and trails by use of sound conservation practices.

4. DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

5. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any occupancy permits.

6. DEVELOPER shall delineate all wetlands by means of posts, as approved by the VILLAGE staff prior to the issuance of occupancy permits.

7. The VILLAGE has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways, easements, and drainage ways.

8. DEVELOPER shall provide a letter of credit for the completion of the landscaping for each phase of the development.

9. The VILLAGE agrees that the pending completion of the landscaping improvements shall not prohibit the issuance of building permits or occupancy permits for each building as long as DEVELOPER completes the required landscaping improvements adjacent to or related to a completed building no later than November 15 of the year an occupancy permit for a building is issued or otherwise approved by VILLAGE Engineer.

H. STREET SIGNS AND TRAFFIC CONTROL SIGNS:

DEVELOPER shall, at its sole cost and expense install or cause the installation of all necessary street and traffic control signs on the SUBJECT LANDS subject to the following:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the VILLAGE for the Development of the SUBJECT LANDS shall be obtained and placed by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.

2. All traffic control signs and street signs, as required by the VILLAGE, will be installed when required by the VILLAGE or VILLAGE Engineer.

I. ADDITIONAL IMPROVEMENTS:

DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer reasonably determines that modifications to the plans including additional improvements such as street lighting systems, additional drainage ways, erosion control measures, and surface and stormwater

management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans as originally set forth by the DEVELOPER, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within the time established by the VILLAGE acting reasonably under the circumstances, the VILLAGE may after written notice to DEVELOPER cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION III. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section II above shall be completed by the DEVELOPER no later than _____.

SECTION IV. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

Upon substantial completion of the public improvements and in accordance with Chapter 405 of the Municipal Code, the VILLAGE BOARD shall, by resolution, grant Conditional Acceptance of the improvements, which signifies that the improvements are sufficiently complete to serve their intended purpose and shall initiate the one-year warranty and correction period. Final Acceptance occurs with no further Board action required, after conditional acceptance has been granted, once all conditions are satisfied, all lien waivers are received, and the improvements are approved by Village staff.

SECTION V. DEDICATION OF PUBLIC IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the VILLAGE, upon completion of the above described public improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the VILLAGE BOARD. All improvements will be accepted by the VILLAGE BOARD by separate resolution at such times as such improvements are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Kenosha County Register of Deeds. The DEVELOPER will furnish proof to the MUNICIPALITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims, and encumbrances, including mortgages.

SECTION VI. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE BOARD if said improvements have been completed as required by this agreement and as required by all federal, state, county or VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer.

SECTION VII. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER:

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VIII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. DEVELOPER shall guarantee after Conditional Acceptance, the public improvements and all other improvements described in Section II hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Conditional Acceptance, by providing the VILLAGE with cash or a letter of credit in a form acceptable to the VILLAGE Attorney in an aggregate amount of the total cost to complete any uncompleted public improvements plus 10 percent of the total cost of the completed public improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the VILLAGE at the expiration of the guarantee period.

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon written notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, after notice has been sent as provided herein, the VILLAGE BOARD may cause such work to be done,

but has no obligation to do so, either by contract or otherwise, and the VILLAGE BOARD may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the VILLAGE incur costs and expenses in repairing or replacing any portion of the improvements covered by this guarantee in excess of the amount of the guarantee security, then the DEVELOPER shall pay any excess cost or expense incurred in the correction process within 60 days of date of invoice by VILLAGE.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER, so they conform to the approved plans and specifications at the time of their Final Acceptance by the VILLAGE. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the VILLAGE retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid by DEVELOPER within thirty (30) days of invoice by the VILLAGE. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER on a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE. Should the DEVELOPER fail to meet this requirement, after written notice to DEVELOPER the VILLAGE will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid by DEVELOPER within thirty (30) days of invoice by the VILLAGE.

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and-the VILLAGE BOARD is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION IX. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the VILLAGE, on any improvements.

SECTION X. RESERVED.

SECTION XI. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the VILLAGE BOARD, the DEVELOPER shall file with the VILLAGE cash or a letter of credit setting forth terms and conditions in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement within the times set forth in this agreement. If at any time:

A. DEVELOPER is in default of any aspect of this agreement, or

B. DEVELOPER does not complete DEVELOPER's obligations, or cause the completion of DEVELOPER's obligations, concerning the installation of the improvements within the time period(s) set forth in this Agreement unless otherwise extended by this agreement or by action of the VILLAGE BOARD, or

C. DEVELOPER is, at any time, in default of any obligation due under Section XIX of this Agreement.

Developer shall be deemed in violation of this agreement and the VILLAGE BOARD shall have the authority to restrict disbursement of financial incentives or portions thereof, and the DEVELOPER shall be deemed in violation of this agreement and the VILLAGE BOARD shall have the authority to draw upon the letter of credit.

The amount of the financial guarantee may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining financial incentive is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the VILLAGE.

The VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every unit in the development payable with the next succeeding tax roll.

Security for Payment and Performance of Developer's Obligations.

A. Form of Security.

1. Prior to issuance of the grading permit, Developer shall deliver or cause to be delivered to the VILLAGE, security equal to one hundred twenty percent (120%) of the estimated cost to construct the following Improvements: grading for the drainage swales, restoration of the entire site, stormwater facilities, public water main, public sewer main, and all public roadways. This security shall be in an acceptable form pursuant to Village Ordinance s. 395-17, the financial condition of which is acceptable to the VILLAGE, naming the VILLAGE as payee and expiring no sooner than twelve months,

and being in a form acceptable to the VILLAGE and the VILLAGE Attorney. The initial amount of the security provided shall be sufficient to cover the costs of completing of the specific Improvements listed herein, and the amount of the security may be reduced as Improvements are completed, paid for as evidenced by proof of same and accompanied by lien waivers. The amount of such reductions shall correspond to the cost of the completed improvement(s) in accordance with this Section.

B. Maintenance of Security.

Security as described in this Section above shall be renewed in a form acceptable to the VILLAGE Attorney no later than 30 days prior to its expiration. In the event it is not renewed at least 30 days prior to its expiration, the VILLAGE may draw upon such security for purposes of completion of Improvements provided for in this Agreement.

C. Reduction of Security Upon Partial Completion.

The amount of the security will be reduced as the Improvements described in the applicable Plans and Specifications set forth on the attached exhibits are completed and approved by the VILLAGE Board in accordance with s. 395.17 of Village Ordinances:

1. From time-to-time during the course of construction, Developer may request the VILLAGE Engineer to review the Infrastructure work completed to that date, and the VILLAGE Engineer, as agent of the VILLAGE, shall use best efforts to make such review within seven (7) days after the request.

2. The request to review shall be accompanied by certification documents prepared by Developer' s engineer stating the work completed, an estimate of the dollar value of the work completed to date of the request and since Developer's engineer' s last certification and that the work has been completed in a good and workmanlike manner and in compliance with the applicable Plans and Specifications.

3. The request for review shall also be accompanied by a certification from Developer's engineer estimating the cost to complete the remaining balance of the Improvements, with the estimated dollar value of the Improvements completed and the estimated cost to complete the remaining Improvements being on a form and presented m a manner acceptable to the VILLAGE Engineer.

4. The request for review shall further be accompanied by a sworn contractor's statement and appropriate photocopies or originals of lien waivers showing that all work in place and for which a reduction in the security is requested has been fully paid for or that all mechanics or other liens have been waived.

5. Upon receipt of the required documentation, the VILLAGE Engineer shall conduct its review and certify to the VILLAGE and to the financial institution issuing any letter of credit the dollar value of the work completed to the date of the request for review and since the last certification by the VILLAGE Engineer, provided the VILLAGE Engineer finds that the work has been completed in a good and workmanlike manner and in compliance with the applicable Plans and Specifications, that no mechanic's or other liens will attach to the Site or to any property of the VILLAGE as a result of the installation of the Improvements and that Developer's engineer's estimate of the dollar value of the work completed and the cost to complete the remaining improvements are reasonable. Based upon those findings, the VILLAGE Engineer will approve a reduction in the security so long as the balance remaining in the security is at least equal to one hundred twenty percent (120%) of the cost to complete all the remaining improvements as listed for that phase.

D. Release of Security.

Subject to this Section, when Developer completes construction of all Improvements identified on the applicable Plans and Specifications, the remaining balance of the security for the Project shall be released, after Developer has reimbursed or drawing upon the security for any unpaid fees and costs due and owing to the VILLAGE pursuant to this Agreement.

E. Return of Excess Proceeds After Default.

In the event of default by Developer under this Agreement, if any of the security funds remain in the possession of the VILLAGE after all of the potential public improvements have been completed in a good and workmanlike manner and in accordance with the applicable Plans and Specifications, all warranty or maintenance obligations satisfied and all fees, costs and expenses of the VILLAGE, including reasonable attorney's fees, engineering fees, consultant fees or other out-of-pocket expenses incurred in completing the Improvements, in releasing liens thereon in paying for work completed prior to default are paid; then any remaining balance shall be paid to Developer, subject to any claim to said funds asserted by any financial institution issuing any letter of credit given as security.

SECTION XII. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that unless otherwise expressly agreed to in writing by the VILLAGE upon request by the DEVELOPER, no occupancy permits shall be issued for any buildings unless otherwise authorized by the VILLAGE, until the VILLAGE Engineer has determined that the following requirements which are deemed to be related to public safety, are met:

A. The installation of the first lifts of asphalt of the street(s) and parking areas providing access to and fronting a specific lot for which a building permit is requested has

been completed..

B. The site grading and construction of surface and storm water drainage facilities required to serve such building(s) are completed, are connected with an operating system as required herein, are cleaned as needed, and those public improvements conditionally accepted by the VILLAGE BOARD

C. All removal of unwanted items, including buildings, has been certified as complete by the VILLAGE Engineer.

D. All required grading plans have been submitted to, reviewed by, and approved by the VILLAGE Engineer.

E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this AGREEMENT.

F. All destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish are removed from the DEVELOPMENT and disposed of lawfully.

G. All required record drawing plans for the SUBJECT LANDS have been submitted and approved by the VILLAGE Engineer.

H. All public and private utilities have been installed, and the public improvements have been preliminarily accepted by the VILLAGE BOARD.

    a. The Village may allow, at its sole discretion, the issuance of early footing and foundation permits on Lot 1 of CSM No._____ prior to acceptance of the required public improvements.

I. The DEVELOPER is not in default of any aspect of this AGREEMENT.

J. There is no default of any aspect of this AGREEMENT as determined by the VILLAGE BOARD

K. Notwithstanding anything to the contrary in this Section XII, the VILLAGE shall issue individual occupancy permits for each of the individual residential apartment buildings that are completed at such time as such building is serviced by all the Public Improvements for water, storm and sanitary sewer and the first lift of asphalt is installed relating to such building.

SECTION XIII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The VILLAGE reserves the right to withhold issuance of any and all building permits if DEVELOPER is in breach of this Agreement.

SECTION XIV. UNFINISHED LOT MAINTENANCE EASEMENT:

DEVELOPER shall obtain from OWNER, and OWNER shall grant a finished lot maintenance easement to the VILLAGE, in a form that is subject to the approval of the VILLAGE Attorney, and which shall be recorded with the Kenosha County Register of Deeds. The easement shall grant the VILLAGE the right (but not the obligation) to enter upon any unfinished lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the VILLAGE Municipal Code. An unfinished lot shall include any lot in the SUBJECT LANDS that is not fully developed with all improvements contemplated by this agreement at the time of inspection, repair or restoration. All costs incurred by the VILLAGE in exercising its right to inspect, repair or restore the unfinished lot shall be borne by the owner of the unfinished lot necessitating such inspection, repair or restoration and if not paid for by such owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the lot and collected as a special charge by the VILLAGE excepting that the VILLAGE must first afford the OWNER a ten (10) day notice to cure on its own any identified defect prior to the VILLAGE undertaking repair or restoration of said defect.

No notice is required if the VILLAGE in its sole discretion determines the condition to be an emergency situation with impacts to the safety of the community or the condition meets requirements for immediate action under the law.

SECTION XV. MISCELLANEOUS REQUIREMENTS: DEVELOPER shall:

A. EASEMENTS: DEVELOPER shall obtain from DEVELOPER, and DEVELOPER shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer before the CSM is signed and such easements shall be along lot lines if at all possible.

B. MANNER OF PERFORMANCE: Cause all construction called for by this agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS: Properly place and install any lot, block or other monuments required by State Statute, VILLAGE Ordinance or the VILLAGE Engineer.

D. UNDERGROUND UTILITIES: Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

E. PERMITS: Provide and submit to the VILLAGE requesting the same, valid copies of any and all governmental agency permits.

F. NOISE: Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 7:00

a.m. on Sundays. Construction of improvements shall not continue beyond 9:00 p.m. during weekdays, and 6:00 p.m. on Saturdays and Sundays. Work hours may be extended with approval by the Village Community Development Director.No work on public improvements is permitted on Sundays.

G. DEBRIS: Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the VILLAGE BOARD. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within seventy-two (72) hours after receiving a written notice from the VILLAGE Building Inspector. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's and/or subject property owner's expense.

H. DUTY TO CLEAN ROADWAYS: DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within forty-eight (48) hours after receiving a written notice from the VILLAGE Building Inspector. If said mud, dirt and stone is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's expense. The VILLAGE will do its best to enforce existing ordinances that require builders to clean up their mud from construction.

I. ZONING CODE: DEVELOPER acknowledges that the lands to be developed are subject to the VILLAGE Zoning Code.

SECTION XVI. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this development or relative to the construction, installation, dedication, and acceptance of the development improvements covered by this AGREEMENT, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection, and legal, administrative and fiscal work. VILLAGE employee costs shall be based on regular VILLAGE pay rates (or engineering and administrative overtime, if applicable) plus forty percent (40%) on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the VILLAGE. Any such charge not paid by the DEVELOPER within thirty (30) days of being invoiced may be charged against the FINANCIAL GUARANTEE held by the VILLAGE pursuant to this AGREEMENT, or assessed against the development land as a special charge pursuant to Section 66.0627, Wisconsin Statutes. Any such charges or assessments may be imposed on the SUBJECT LANDS, or any portion thereof then owned by the DEVELOPER, or then owned by any

successor, or assign of the DEVELOPER.

SECTION XVII. METHOD OF IMPROVEMENT:

DEVELOPER hereby agrees to engage contractors for all work performed by the DEVELOPER under this agreement who are qualified to perform the work. DEVELOPER further agrees to use materials and make the various installations in accordance with the approved plans and specifications, which are made part of this agreement by reference and including those standard specifications as the VILLAGE BOARD or its Commissions may have adopted and published prior to this date.

SECTION XVIII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this AGREEMENT or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees, and independent contractors growing out of this AGREEMENT by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the VILLAGE, its officers, agents, employees, and any independent contractors hired by the VILLAGE to perform services as to this development and give the VILLAGE evidence of the same upon request by the VILLAGE. All agreements, representations, or warranties made herein shall survive the completion of the work contemplated under this AGREEMENT and the making of the grants hereunder.

SECTION XIX. VILLAGE RESPONSIBILITY:

VILLAGE agrees to allow the DEVELOPER to connect to the VILLAGE of VILLAGE'S municipal water system and sewerage system at such time as approved by the VILLAGE.

SECTION XX. INTENTIONALLY DELETED:

SECTION XXI. PRESERVATION OF VALUE OF DEVELOPMENT:

A. Prohibition of Obtaining Tax-Exempt Status: When applicable, the DEVELOPER shall not make application for, obtain, or accept recognition of tax-exempt status which would result in the PROJECT being exempt from real property taxation.

B. Prohibition of Contesting Real Property Taxes: The DEVELOPER waives its rights to and shall not contest, in any manner or in any forum, the VILLAGE'S assessed value of the DEVELOPMENT to the extent that the requested re-assessment would result in an assessed value of less than _____

C. Requirement to Maintain Casualty Insurance: The DEVELOPER shall maintain comprehensive property casualty insurance on the DEVELOPMENT, including the builder's risk insurance during construction and loss of income coverage, for not less than the actual replacement value of all improvements and lost income. The

DEVELOPER shall provide the VILLAGE with proof of such coverage upon request.

D. Requirement to Reconstruct after Casualty Loss: The DEVELOPER shall promptly repair, rebuild and reconstruct the PROJECT after any casualty loss, to restore the DEVELOPMENT to the condition it was in prior to the loss. If the loss is of a type covered by the insurance required in Section XXI.C. and XXV., then the DEVELOPER or the DEVELOPER'S successors shall make claim to casualty-insurance carriers for all casualty and income losses, promptly after loss, and shall apply all proceeds of the insurance to the repair and reconstruction of the DEVELOPMENT. Casualty loss shall not be an excuse for not making PILOTS or any shortfall payments specified in this Agreement.

SECTION XXII. INCREMENT DEFAULT PAYMENT:

This agreement concerns a project contemplated by the TID #8 Development Agreement. The VILLAGE responsibility to pay any incentive per the TID #8 Development Agreement is limited to the extent that the DEVELOPER causes the improvements to the DEVELOPMENT to be made, which creates the Tax Increment described in this AGREEMENT and the TID 8 DEVELOPMENT AGREEMENT. If the Tax Increment generated by the DEVELOPMENT is insufficient for the VILLAGE to make the VILLAGE TID 8 Administration Costs when required, DEVELOPER shall pay to the VILLAGE within 30 days of written notice from the VILLAGE detailing the shortfall in the Tax Increment needed to pay the VILLAGE Debt Payment and VILLAGE TID 8 Administration Costs, the difference between the Tax Increment collected and the amount of the VILLAGE TID 8 Administration Costs. If any such charge is not paid by the DEVELOPER within 30 days of being invoiced, such amount may be charged against any remaining financial guarantee held by the VILLAGE pursuant to this Agreement, or imposed against the site as a special charge pursuant to § 66.0627, Wis. Stats., or may be applied to reduce any remaining unpaid portion of the TID #8 DEVELOPMENT AGREEMENT Developer Incentive, at the VILLAGE'S option.

SECTION XXIII. NO INCENTIVE UPON DEFAULT:

The VILLAGE shall have no obligation to make any Developer Incentive Payment or other payment required by this Agreement or the TID #8 DEVELOPMENT AGREEMENT, if and while the Developer or their agents or assigns are in default of any term of this Agreement. Upon Developer curing any default, all VILLAGE obligations contained in the Agreement shall be restored as if no default occurred, except the timing of the VILLAGE obligations shall be extended commensurate with the number of days Developer was in default.

SECTION XXIV. TID 8 DEVELOPMENT AGREEMENT

The VILLAGE shall have sole authority to interpret this AGREEMENT, and also the TID 8 DEVELOPMENT AGREEMENT as it relates to this AGREEMENT.

SECTION XXV. INSURANCE:

DEVELOPER shall maintain at all times, until the acceptance by the VILLAGE of all public improvements, insurance described in this Agreement with minimum limits and coverage as shown below:

A. Workers Compensation, including Occupational Disease, Insurance meeting the statutory requirements of the State of Wisconsin, and Employer's Liability insurance in an amount of at least Five Hundred Thousand Dollars ($500,000.00).

B. Comprehensive Liability Insurance providing limits for bodily injury and personal injury of One Million Dollars ($1,000,000.00) combined single limit. The policy must include the VILLAGE and its agents, officers and employees as "additional insureds" and provide the premises, operations, elevators, damage, blanket contractual covering indemnities within contract documents, products and completed operations coverage and be endorsed as "primary and non-contributory" to any insurance of the additional insured, except from their sole negligence.

C. Comprehensive Automobile Liability Insurance, on occurrence basis, covering all owned, non-owned, and hired vehicles with limits of liability equal to those set forth in subparagraph B, above.

D. CONTRACTOR shall purchase and maintain liability insurance, as described above, specifically naming as additional insureds, the VILLAGE, and the Consultant using Additional Insured Endorsement Form CG 20 10 07 04 or equivalent form. General liability policies shall also be endorsed with Form CG 20 37 07 04 to include the "products completed operations coverage." Endorsements or General Liability policy shall not exclude supervisory or inspection services.

E. CERTIFICATE OF INSURANCE. DEVELOPER shall furnish to the VILLAGE clean and unrestricted certificates of insurance evidencing, in addition to the ACORD 25 form which by itself is insufficient, the issuance of policies covering the above-recited insurance requirements. All certificates of insurance must state that notice of any material change in coverage or non-renewal or cancellation will be provided to the VILLAGE thirty (30) days prior to the effective date of any such change, non-renewal or cancellation. The form of the certificate of insurance will be subject to the approval of the VILLAGE Attorney. The certificate of insurance shall be delivered prior to the commencement of any activities or construction pursuant to this Agreement and the VILLAGE Engineer shall be named as an additional insured. Coverage for the VILLAGE shall be on a primary and non- recourse basis.

F. NO LIMIT ON LIABILITY. It is understood and agreed that the insurance coverage and limits required above shall not limit the extent of the DEVELOPER's responsibilities and liabilities pursuant to this Agreement or imposed by law.

SECTION XXVI. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE BOARD, , and/or the VILLAGE Clerk,

entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXVII. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XXVIII. ZONING:

The VILLAGE does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XXIX. COMPLIANCE WITH CODES AND STATUTES:

DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State or federal government.

SECTION XXX. CSM:

DEVELOPER acknowledges that the SUBJECT LANDS are subject to conditional CSM approval(s) by the VILLAGE. The DEVELOPER further agrees that it is bound by these conditions. At such time as the CSMS are approved, if they are, the conditional CSM approvals shall be attached hereto and incorporated herein as **EXHIBIT I.** If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

SECTION XXXI. AGREEMENT FOR BENEFIT OF PURCHASERS:

DEVELOPER agrees that in addition to the VILLAGE'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any unit or any interest in any unit or parcel of land in the SUBJECT LANDS.

SECTION XXXII. ASSIGNMENT:

DEVELOPER shall not assign this agreement without the written consent of the VILLAGE. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXXIII. PARTIES BOUND:

DEVELOPER or their assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development.

SECTION XXXIV. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, their successors and assigns, and any and all future owners of the SUBJECT LANDS.

SECTION XXXV. LEGAL RELATIONSHIP:

Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship.

SECTION XXXVI. SURVIVAL:

All agreements, representations, or warranties made herein shall survive the execution of this Agreement, performance of this Agreement, and the making of the grants hereunder. This Agreement shall be binding upon the Parties their respective heirs, personal representatives, executors, or successors and assigns.

SECTION XXXVII. OWNERSHIP OF SUBJECT LANDS:

DEVELOPER warrants and represents that, as of the date of this Agreement it has the right to develop the SUBJECT LANDS and full power and authority to execute this Agreement and provide all lands and easements as set forth herein.

SECTION XXXVIII. PARAGRAPH HEADINGS:

The paragraph headings in this Agreement are inserted for convenience only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

SECTION XXXIX. INCORPORATION OF RECITALS:

The recitals to this Agreement are hereby incorporated by reference and made a part of Agreement and are intended to affect the meaning and/or interpretation of this Agreement.

SECTION XL. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION XLI. INTERPRETATION:

This Agreement has been subject to significant drafting by both VILLAGE, DEVELOPER and this Agreement and its wording shall not be construed against the VILLAGE as the drafter of the language should a disagreement arise as to interpretation.

SECTION XLII. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding and agreement between the parties. In the event of a conflict between this Agreement and the VILLAGE Code of Ordinances or any other enabling code, law, or regulation in effect at the time of this Agreement or thereafter, the terms and conditions of the VILLAGE Code of Ordinances in effect at the time of the acceptance by DEVELOPER shall be controlling. If this Agreement is silent with respect to any specific issue, the VILLAGE Code of Ordinances and any applicable Federal and State Statutes shall govern.

SECTION XLIII. RECORDING OF AGREEMENT:

This Agreement, or a Memorandum thereof, shall be recorded with the Register of Deeds for Kenosha County.

SECTION XLIV. AMENDMENTS:

VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE BOARD..

SECTION XLV. COVENANT TO MAINTAIN FISCAL RESPONSIBILITY:

The VILLAGE shall follow State Law with respect to its financial obligations.

SECTION XLVI. Notice:

Throughout this agreement, where written notice is required, notice shall be effective upon receipt, whether by email or on paper by any delivery means, to the following addresses:

1. To the VILLAGE:

Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Rob Hanson
Community Development Director
Tel: 262-925-6713
E-mail: rhanson@pleasantprairiewi.gov

Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Eric Rindfleisch
Village Administrator
Phone: 262-925-6721
E-mail: erindfleisch@pleasantprairiewi.gov

With a further copy to:

Attorney Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Ave.
Waukesha, WI 53186
elarson@ammr.net

2. To the Owners:

Fiduciary Real Estate Development, Inc.
Attn. Steve Bersell
789 North Water Street, Suite 200
Milwaukee, Wisconsin 53202
Tel: 414-274-8206
E-mail: sbersell@fred-inc.com

With a further copy to:

Fiduciary Real Estate Development, Inc.
Attn. Tony DeRosa
Senior Development Coordinator
789 North Water Street, Suite 200
Milwaukee, Wisconsin 53202
Tel: 414-246-8404
E-Mail: dferrell@fred-inc.com

Bruce T. Block and
Richard W. Donner
Reinhart Boerner Van Deuren S.C.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Tel: 414-298-8130
E-mail: bblock@reinhartlaw.com
E-mail: rdonner@reinhartlaw.com

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

FRED – PLEASANT PRAIRIE TWO HC, LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2026, the above-named _____, the _____ of FRED-Pleasant Prairie TWO HC, LLC and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the aforesaid limited liability company.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

FRED – SENIOR LOT 2, LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2026, the above-named _____, the _____ of FRED Senior Lot 2, LLC and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the aforesaid limited liability company.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

VILLAGE OF PLEASANT PRAIRIE,
a Wisconsin Municipal Corporation

_____

By: David J. Klimisch,
Village President

_____

By: Jane C. Snell,
Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2026, the above-named David J. Klimisch 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 the aforesaid limited liability company.

_____

Notary Public, State of Wisconsin
My Commission expires:_____

Drafted by:
Attorney Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Ave.
Waukesha, WI 53186

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT LANDS

EXHIBIT B

RESIDENTIAL DEVELOPMENT PLANS

EXHIBIT C

SANITARY SEWER EASEMENT

EXHIBIT D

WATER EASEMENT

EXHIBIT F

LANDSCAPING PLANS

EXHIBIT G

INTENTIONALLY OMITTED

EXHIBIT I

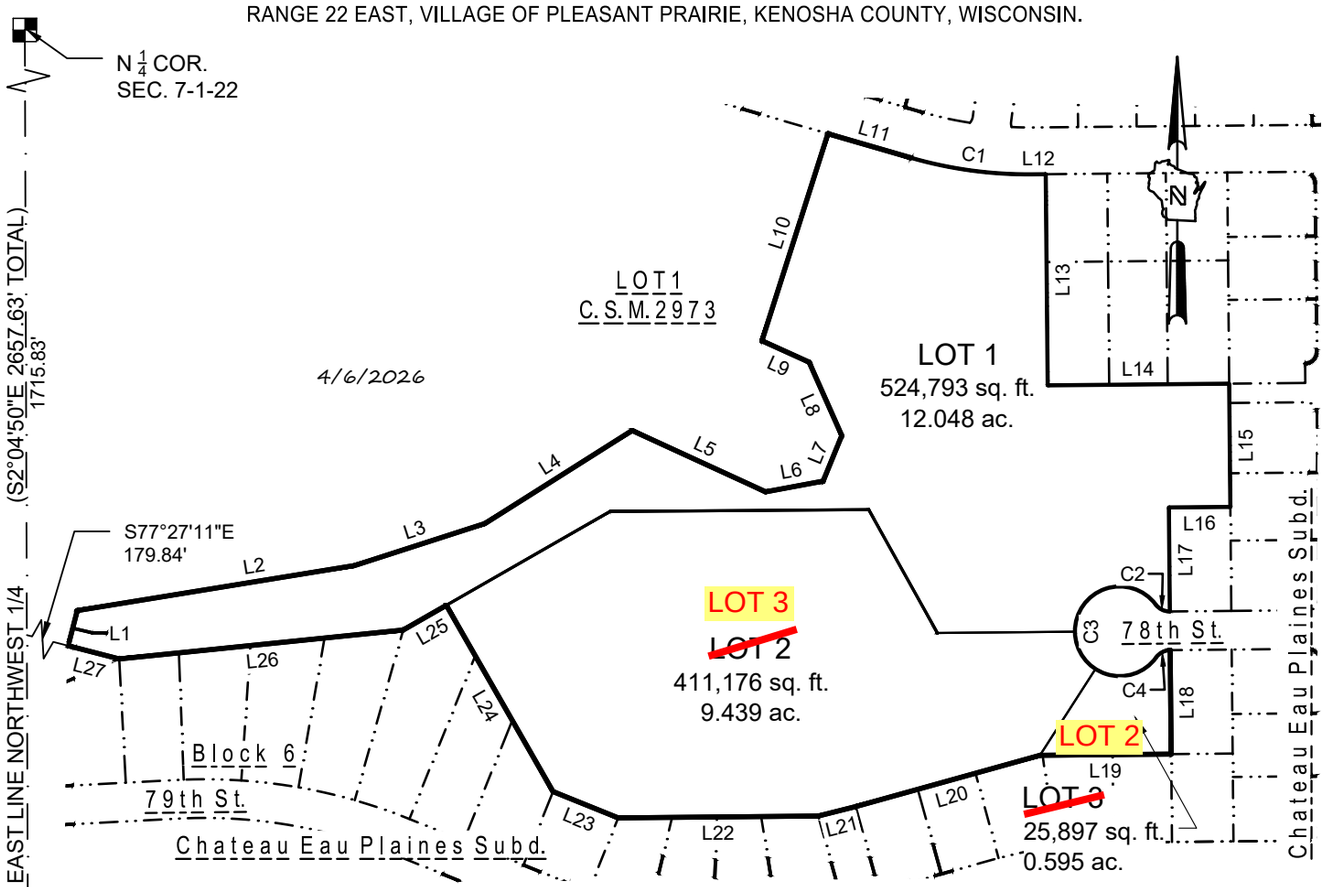
CERTIFIED SURVEY MAP

CORRECT LOT #'S. ALL APPLICATIONS SUBMITTED BY FRED REFERRED TO LOTS AS SHOWN BELOW.

CORRECT MULTI-FAMILY RESIDENTIAL DEVELOPMENT PLANS

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



Line Table		
Line #	Length	Direction
L1	62.00	N12° 32' 49"E
L2	480.00	N78° 51' 27"E
L3	234.09	N70° 12' 55"E
L4	297.00	N55° 46' 50"E
L5	251.04	S67° 16' 36"E
L6	99.82	N77° 33' 47"E
L7	84.10	N20° 17' 36"E
L8	137.09	N25° 54' 34"W
L9	88.49	N67° 32' 52"W

Line Table		
Line #	Length	Direction
L10	370.98	N15° 45' 39"E
L11	146.95	S75° 46' 31"E
L12	23.40	N87° 32' 49"E
L13	360.49	S2° 27' 11"E
L14	310.00	N87° 32' 49"E
L15	210.50	S2° 27' 11"E
L16	105.00	S87° 39' 29"W
L17	177.70	S2° 27' 11"E
L18	177.50	S2° 27' 11"E

Line Table		
Line #	Length	Direction
L19	224.09	S87° 32' 49"W
L20	326.60	S72° 32' 50"W
L21	66.02	S73° 55' 33"W
L22	341.68	S87° 32' 49"W
L23	120.00	N69° 57' 11"W
L24	366.57	N31° 44' 17"W
L25	84.87	S58° 15' 43"W
L26	487.55	S82° 16' 29"W
L27	90.00	N77° 27' 11"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	210.16	722.00	16°40'40"	S84° 06' 51"E	209.42
C2	28.13	30.00	53°43'58"	N65° 35' 12"W	27.11
C3	383.82	76.50	287°27'57"	S2° 27' 11"E	90.51
C4	28.13	30.00	53°43'58"	N60° 40' 49"E	27.11

NOTES:

Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1927, with the North line of the NE 1/4 of Section 7, Town 1 N, Range 22 E bearing N89°35'11"E .

Distances measured to the nearest 0.01'. Angles measured to the nearest 01". Easement Provisions.

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

EXTERIOR BOUNDARY AND VICINITY MAP
LOT DETAILS ON SHEET 3

GRAPHIC SCALE
0 300' 600'

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 1 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, KEVIN A. SLOTTKE, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

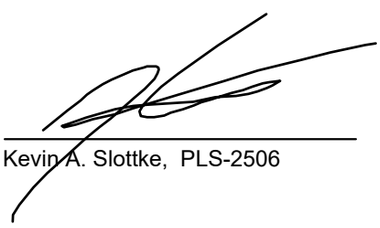
A redivision of Certified Survey Map No. 3000, Recorded December 30, 2021 as Document No. 1919380, being in the NE, SE, NW and SW 1/4s of the NE 1/4 of Section 7, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Said lands contains 961,865 square feet or 22.081 acres more or less.

That I have made such survey, land division, and plat at the direction of the FRED-SENIOR LOT 2, LLC , OWNER of said lands.

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

That I have fully complied with Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie land division and development control ordinance in the surveying, dividing and mapping the same.



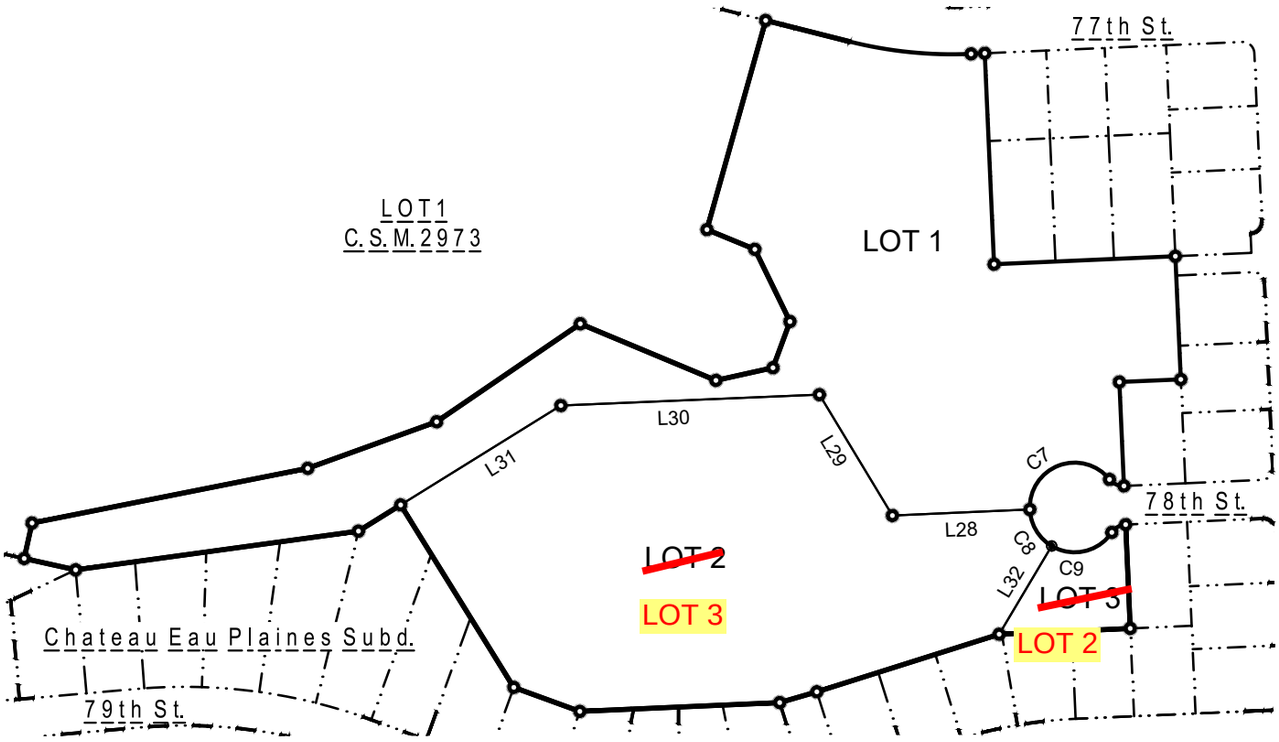
Kevin A. Slottke, PLS-2506

4/6/2026

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LEGEND & NOTES:

INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.

INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

Line Table		
Line #	Length	Direction
L28	234.93	S87° 32' 49"W
L29	241.13	N31° 03' 25"W
L30	442.03	S87° 39' 29"W
L31	321.96	S58° 15' 43"W
L32	175.32	S30° 50' 00"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C7	191.91	76.50	143°43'59"	S69° 24' 48"W	145.40
C8	75.70	76.50	56°41'58"	S30° 48' 12"E	72.65
C9	116.20	76.50	87°01'58"	N77° 19' 49"E	105.35

4/6/2026

INTERIOR LOT LINES
BEARINGS AND DISTANCES

THE SIGMA GROUP
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1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

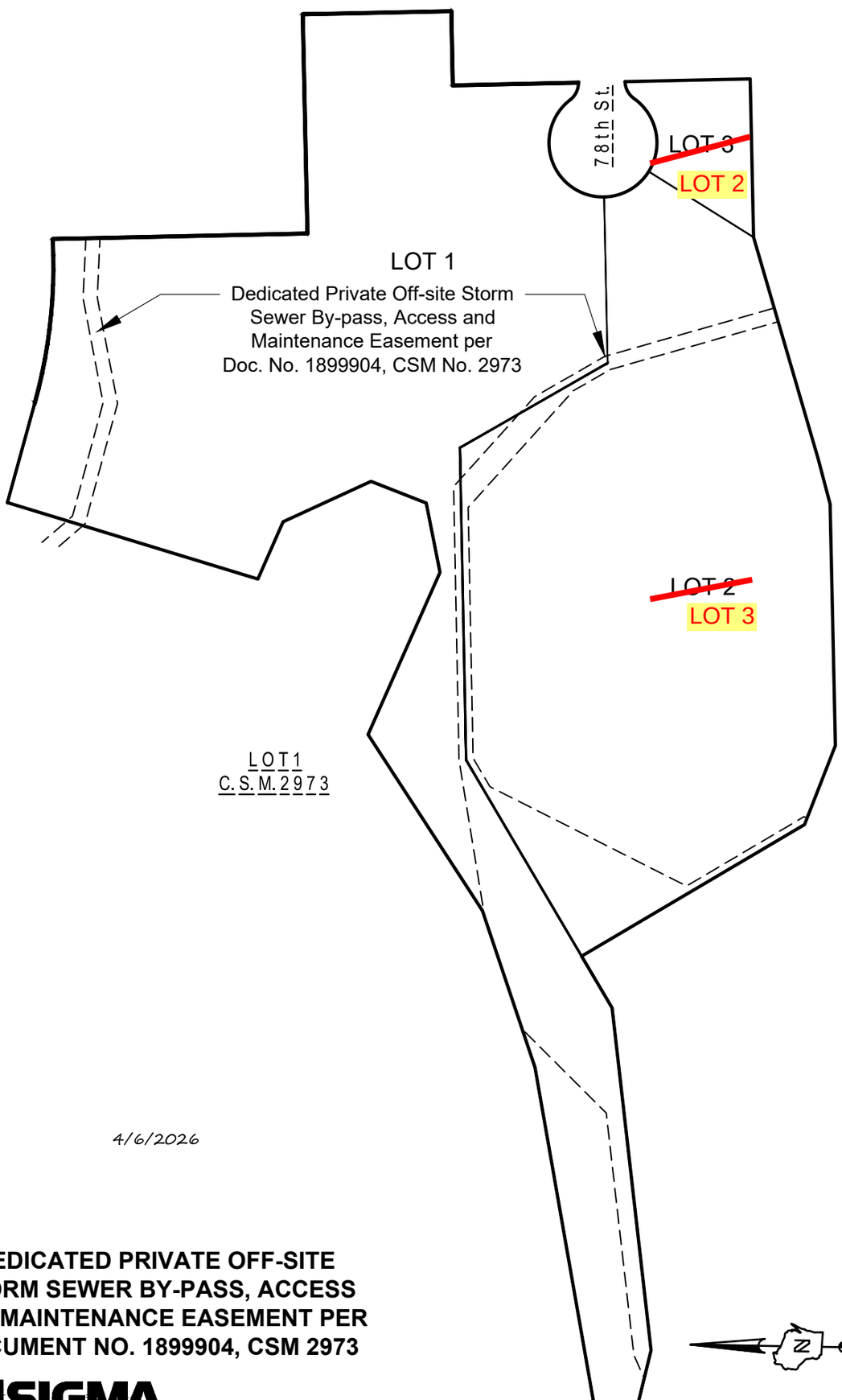
GRAPHIC SCALE

0 300' 600'

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 3 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



4/6/2026

DEDICATED PRIVATE OFF-SITE STORM SEWER BY-PASS, ACCESS AND MAINTENANCE EASEMENT PER DOCUMENT NO. 1899904, CSM 2973

GRAPHIC SCALE

0 200' 400'

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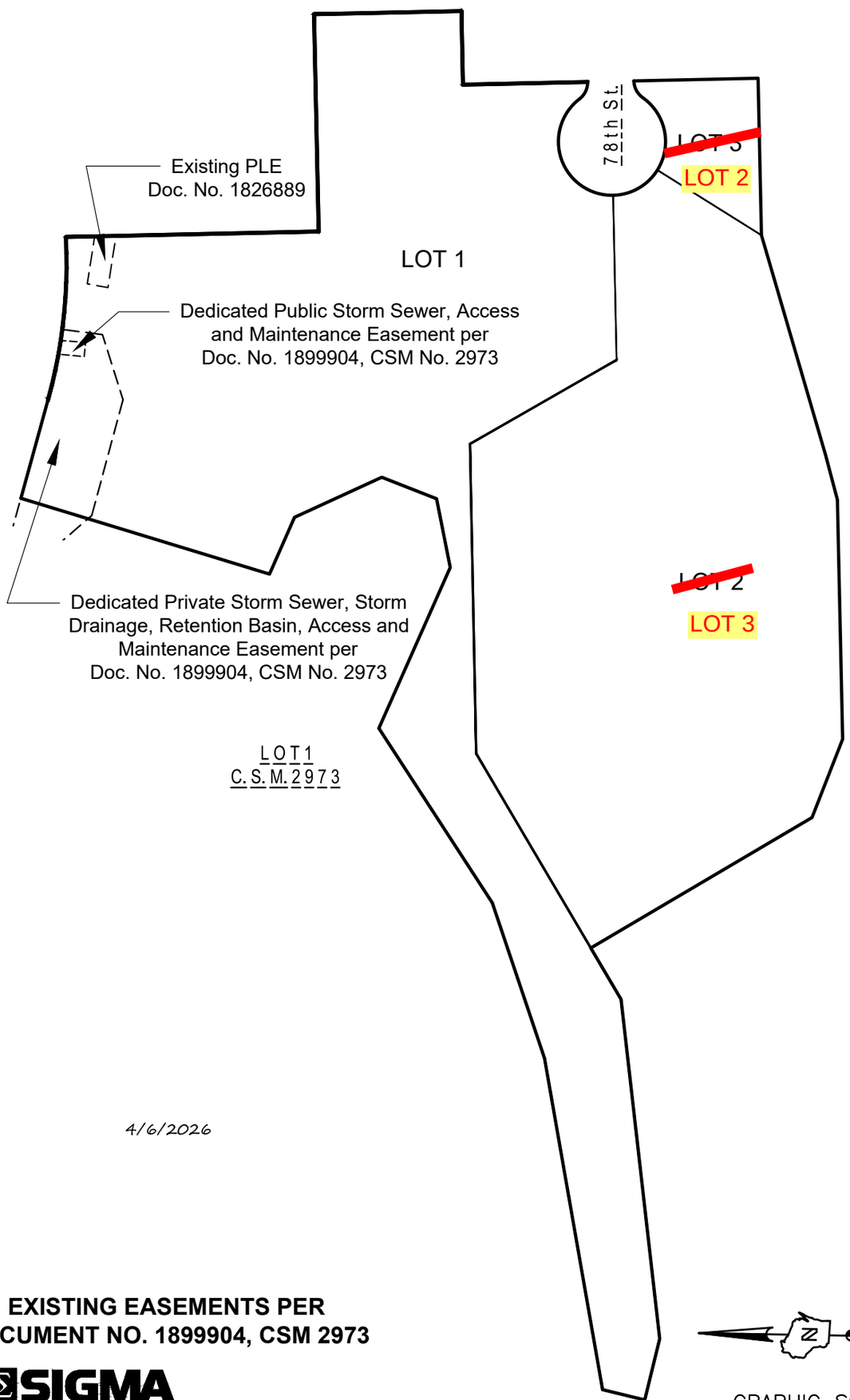
PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 4 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



EXISTING EASEMENTS PER DOCUMENT NO. 1899904, CSM 2973

GRAPHIC SCALE

0 200' 400'

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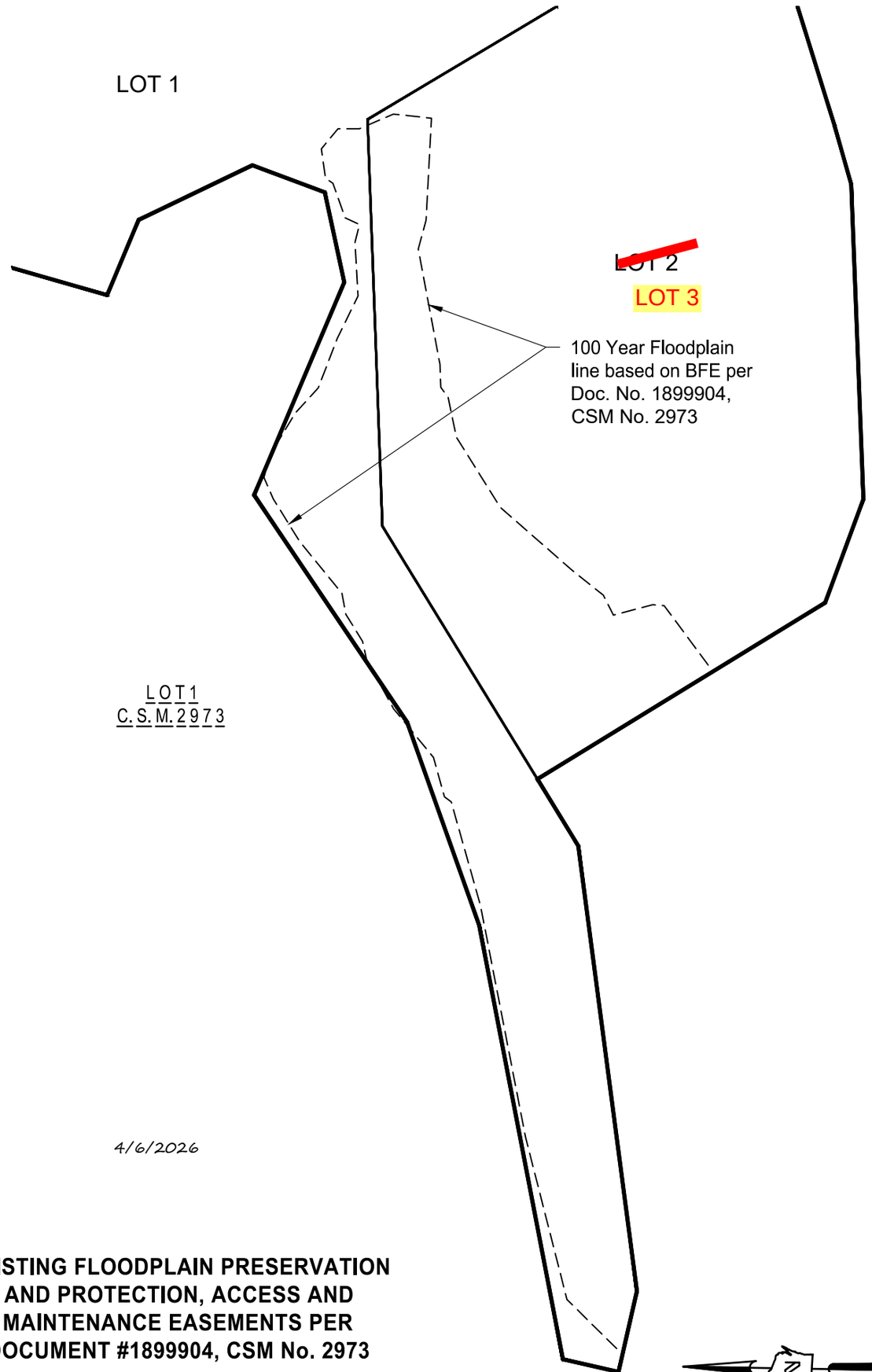
PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 5 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



4/6/2026

EXISTING FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS PER DOCUMENT #1899904, CSM No. 2973

GRAPHIC SCALE

0 150' 300'

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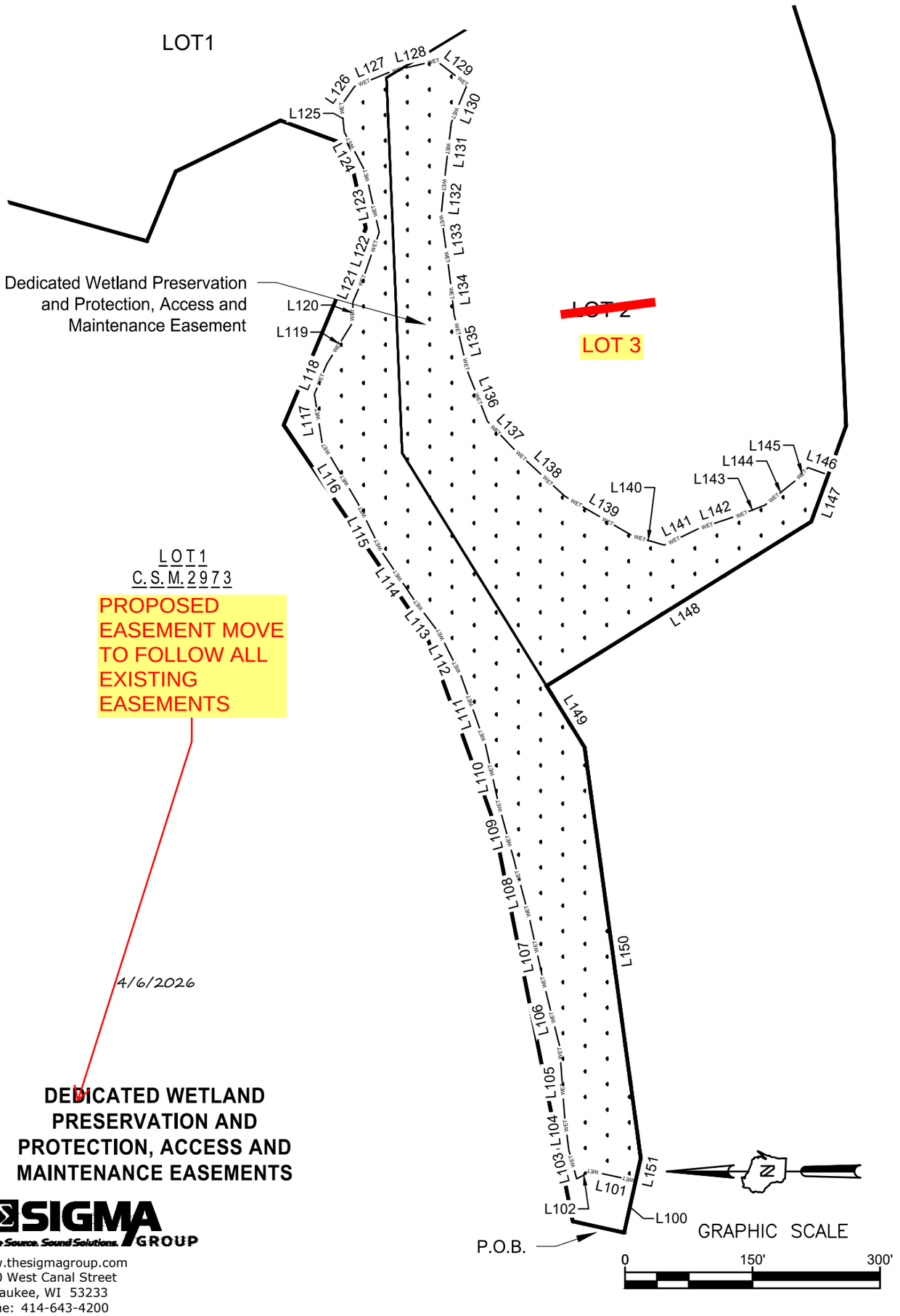
PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 6 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SEE SHEET 8 FOR CONTINUATION



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PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 7 of 18

CERTIFIED SURVEY MAP NO._____

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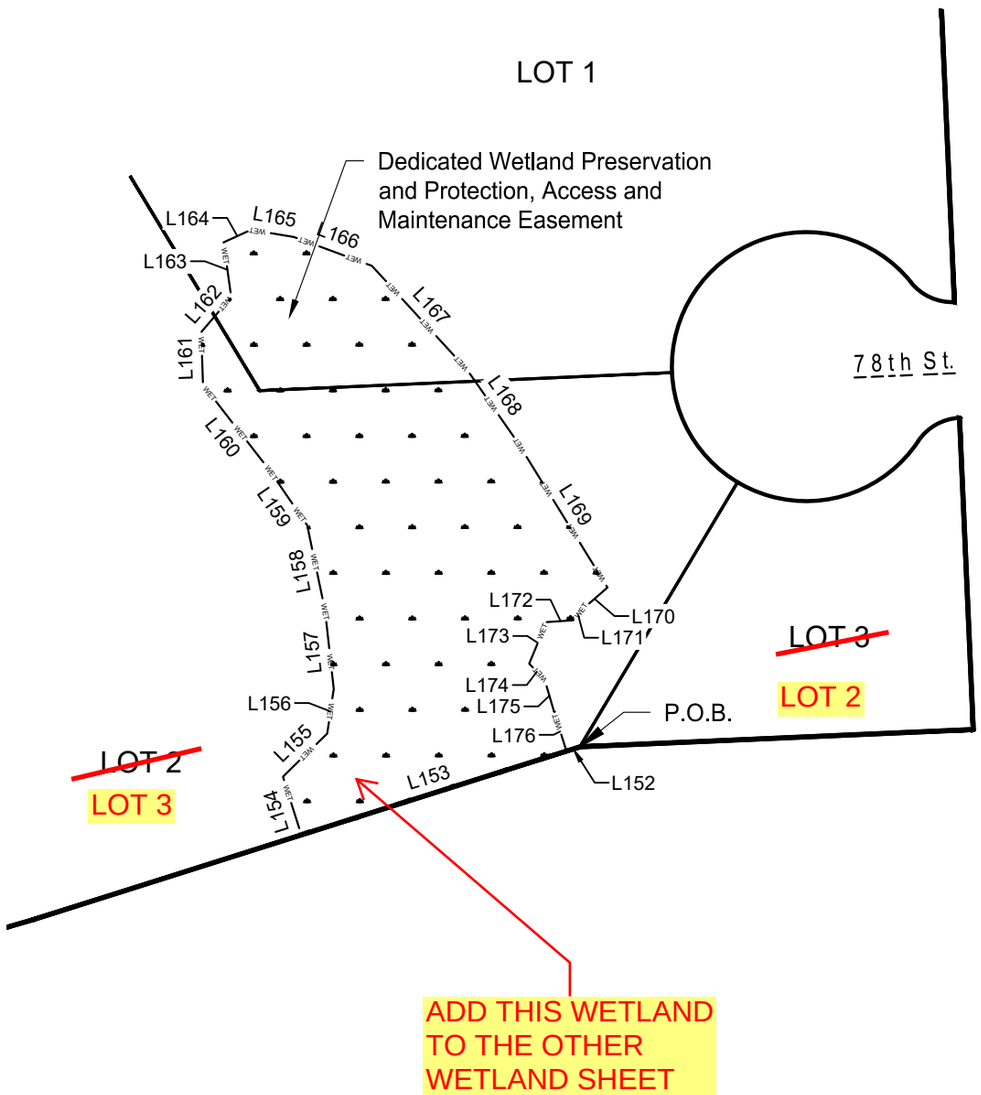

4/6/2026

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

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GRAPHIC SCALE
0 100' 200'

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 8 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Line Table		
Line #	Length	Direction
L100	62.27	S77° 27' 07"E
L101	54.03	N12° 32' 49"E
L102	18.98	N28° 53' 29"W
L103	34.86	N74° 44' 22"E
L104	39.41	N82° 51' 15"E
L105	83.98	N85° 57' 28"E
L106	70.83	N75° 53' 37"E
L107	79.85	N77° 34' 23"E
L108	75.78	N75° 16' 38"E
L109	67.14	N74° 42' 33"E
L110	70.25	N77° 35' 21"E
L111	86.51	N70° 34' 22"E
L112	54.91	N63° 25' 42"E
L113	49.57	N52° 59' 29"E
L114	70.15	N56° 05' 03"E
L115	63.34	N63° 59' 02"E
L116	82.78	N59° 30' 03"E
L117	57.29	N81° 06' 07"E
L118	38.16	S67° 32' 14"E
L119	56.11	S58° 02' 15"E
L120	25.54	S87° 17' 04"E
L121	31.66	S66° 40' 40"E
L122	55.99	S70° 42' 31"E
L123	72.44	N77° 19' 58"E
L124	53.67	N62° 03' 37"E
L125	31.60	N84° 17' 53"E
L126	26.55	S55° 10' 19"E
L127	46.75	S22° 17' 14"E
L128	54.37	S13° 34' 46"E
L129	46.18	S37° 46' 10"W

Line Table		
Line #	Length	Direction
L130	48.49	N67° 25' 35"W
L131	67.73	N83° 07' 06"W
L132	41.85	N84° 39' 10"W
L133	61.01	S81° 54' 21"W
L134	56.59	S83° 28' 50"W
L135	70.29	S76° 37' 15"W
L136	61.85	S68° 11' 10"W
L137	48.08	S46° 24' 27"W
L138	78.23	S42° 44' 57"W
L139	92.08	S30° 29' 52"W
L140	39.39	S16° 18' 21"W
L141	44.38	S25° 36' 15"E
L142	51.62	S18° 20' 59"E
L143	31.58	S21° 15' 48"E
L144	47.39	S38° 42' 55"E
L145	19.89	S46° 26' 39"E
L146	25.34	S20° 02' 49"W
L147	58.36	N69° 57' 11"W
L148	366.57	N31° 44' 17"W
L149	84.87	S58° 15' 43"W
L150	487.55	S82° 16' 29"W
L151	27.73	N77° 27' 11"W
L152	8.07	S72° 32' 14"W
L153	158.31	S72° 32' 50"W
L154	34.76	N17° 27' 10"W
L155	35.17	N45° 50' 40"E
L156	25.58	N8° 27' 15"E
L157	45.08	N6° 18' 11"W
L158	49.38	N11° 43' 42"W
L159	37.89	N34° 17' 26"W

Line Table		
Line #	Length	Direction
L160	61.78	N37° 48' 41"W
L161	30.07	N1° 50' 08"W
L162	26.24	N40° 39' 24"E
L163	31.37	N7° 56' 53"W
L164	17.23	N65° 22' 09"E
L165	24.62	S80° 24' 58"E
L166	47.44	S69° 39' 49"E
L167	80.31	S42° 24' 40"E
L168	48.93	S34° 49' 02"E
L169	98.47	S31° 44' 18"E
L170	19.67	S48° 45' 36"W
L171	6.83	S33° 54' 56"W
L172	16.15	S86° 24' 43"W
L173	25.61	S22° 40' 57"W
L174	12.76	S43° 47' 36"E
L175	18.96	S16° 06' 38"E
L176	23.52	S17° 27' 10"E

4/6/2026

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

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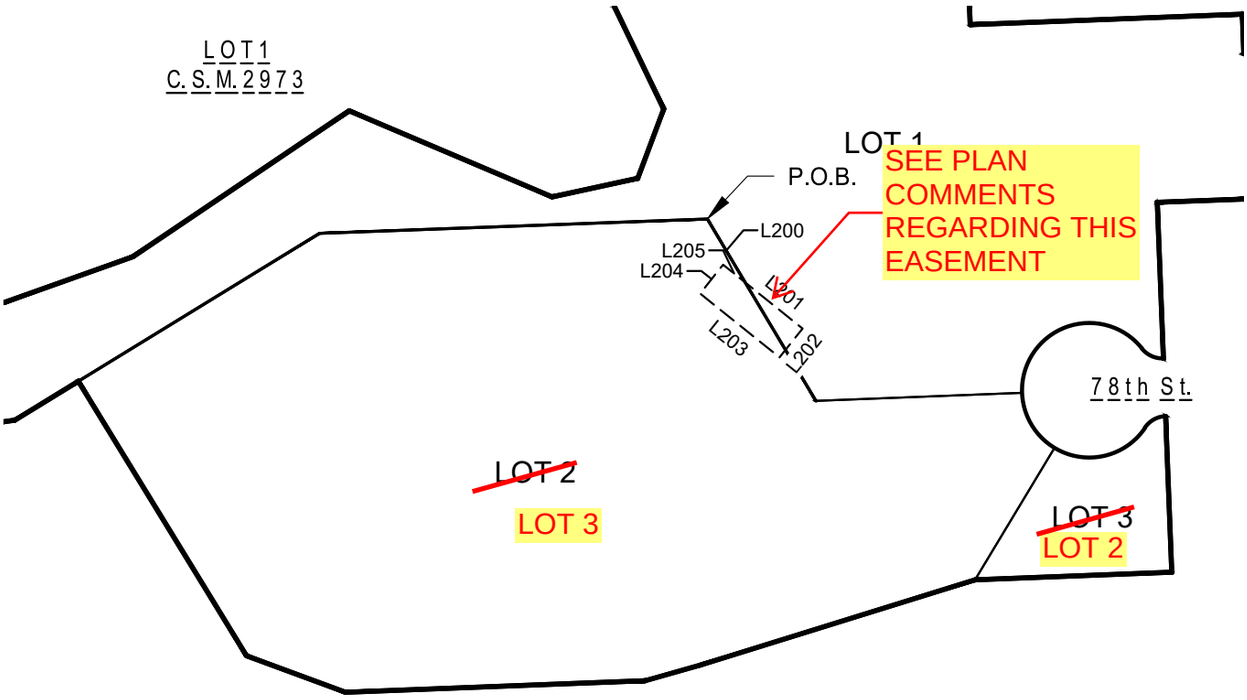
CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



Line Table		
Line #	Length	Direction
L200	84.04	S31° 03' 25"E
L201	83.82	N51° 27' 33"W
L202	42.00	N38° 21' 51"E
L203	116.00	S51° 27' 33"E
L204	42.00	S38° 21' 51"W
L205	32.18	N51° 27' 33"W

4/6/2026

PRIVATE

DEDICATED STORM SEWER, ACCESS AND MAINTENANCE EASEMENT

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GRAPHIC SCALE

0 200' 400'

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 10 of 18

CERTIFIED SURVEY MAP NO._____

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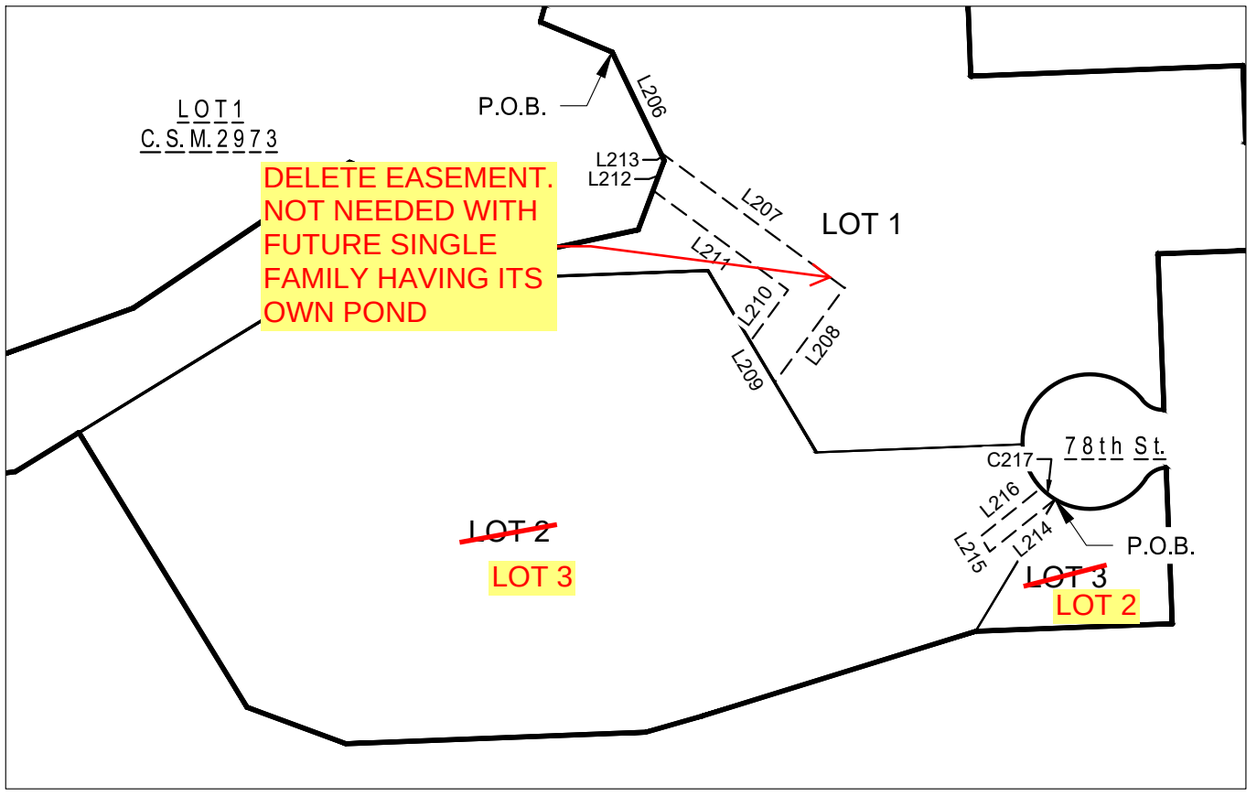

Line Table		
Line #	Length	Direction
L206	126.37	S25° 54' 33"E
L207	260.43	S53° 50' 13"E
L208	133.72	S36° 07' 46"W
L209	54.24	N31° 03' 25"W
L210	72.72	N36° 07' 36"E
L211	191.02	N53° 50' 13"W

Line Table		
Line #	Length	Direction
L212	36.36	N20° 17' 36"E
L213	10.73	N25° 54' 34"W
L214	95.23	S51° 05' 17"W
L215	20.16	N31° 44' 14"W
L216	88.26	N51° 05' 17"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C217	20.55	76.50	15°23'31"	S51° 27' 24"E	20.49

Dedicated Storm Water, Access and Maintenance Easement

~~DEDICATED STORMWATER DRAINAGE ACCESS AND MAINTENANCE EASEMENT~~

GRAPHIC SCALE

0 200' 400'

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PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 11 of 18

CERTIFIED SURVEY MAP NO._____

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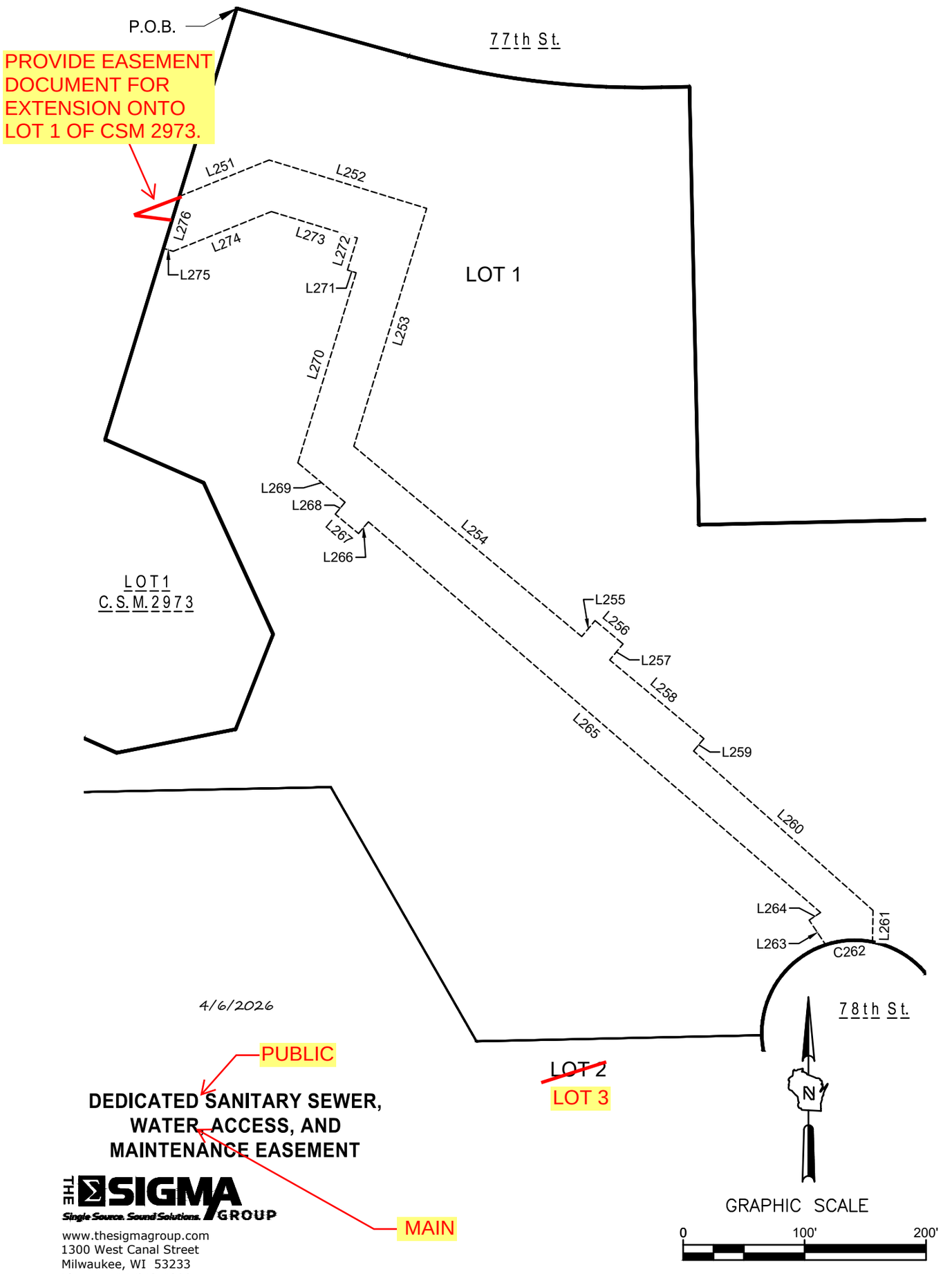

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PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 12 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Line Table		
Line #	Length	Direction
L250	161.75	S15° 45' 38"W
L251	79.81	N66° 46' 32"E
L252	135.68	S74° 09' 28"E
L253	204.71	S15° 50' 32"W
L254	244.46	S51° 22' 13"E
L255	17.14	N38° 37' 47"E
L256	30.00	S51° 22' 13"E
L257	17.14	S38° 37' 47"W
L258	101.03	S51° 22' 13"E
L259	13.27	S38° 37' 47"W
L260	197.58	S49° 37' 12"E
L261	25.93	S0° 13' 19"E
L263	24.42	N34° 59' 37"W

Line Table		
Line #	Length	Direction
L264	11.30	N55° 00' 23"E
L265	491.92	N50° 23' 58"W
L266	12.67	S38° 37' 47"W
L267	25.00	N51° 22' 13"W
L268	12.67	N38° 37' 47"E
L269	50.66	N51° 22' 13"W
L270	163.62	N15° 50' 32"E
L271	7.51	N74° 09' 28"W
L272	27.67	N15° 50' 32"E
L273	73.98	N74° 09' 28"W
L274	87.27	S66° 46' 32"W
L275	8.34	N74° 14' 21"W
L276	44.71	S15° 45' 39"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C262	39.08	76.50	29°16'07"	S85° 13' 20"W	38.66

4/6/2026

MAIN

DEDICATED SANITARY SEWER, WATER, ACCESS, AND MAINTENANCE EASEMENT

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CERTIFIED SURVEY MAP NO._____

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CORPORATE OWNER'S CERTIFICATE

FRED-SENIOR LOT 2, LLC, A WISCONSIN LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH CHAPTER 236 WIS. STATS.

FRED-SENIOR LOT 2, LLC, DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF PLEASANT PRAIRIE

THIS AGREEMENT SHALL BE BINDING ON THE UNDERSIGNED AND ASSIGNS.

IN WITNESS WHEREOF, FRED-SENIOR LOT 2, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AT _____, _____, THIS _____ DAY OF

_____, 20_____.

BY:
FRED-SENIOR LOT 2, LLC,
A WISCONSIN LIMITED LIABILITY COMPANY

BY: FRED-PLEASANT PRAIRIE PARTNERS, LLC,
ITS MANAGER

BY: FIDUCIARY DEVELOPMENT, LLC,
ITS MANAGER

BY: FIDUCIARY REAL ESTATE DEVELOPMENT, INC.,
ITS MANAGER

BY: _____
STEVEN J. BERSELL, VICE PRESIDENT & COO

STATE OF _____)
)SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF _____, 20____, STEVEN J. BERSELL, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE VICE PRESIDENT & COO OF FRED-SENIOR LOT 2, LLC, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT.

_____

(SEAL) NOTARY PUBLIC, STATE OF _____

MY COMMISSION EXPIRES _____.

4/6/2026

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CERTIFIED SURVEY MAP NO._____

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NOTES:

1. Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1927, with the North line of the NE $\frac{1}{4}$ of Section 7, Town 1 N, Range 22 E bearing N89°35'11"E .
2. Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
3. Distances measured to the nearest 0.01'. Angles measured to the nearest 01".
4. Wetlands delineated by Dave Meyer, Wetland and Waterway Consulting, LLC on 10/21/2025.
5. Vertical datum for the project survey is USGS NAVD88 using a benchmark of the Northeast corner of Section 7-1-22, concrete monument. Measured elevation 699.40
6. Property falls within ***Zone AE (Special Flood Hazard Areas) & Zone X (Areas determined to be outside the 0.2% annual chance floodplain)***, per FEMA FIRM Panels 55059C179D, 55059C183D, 55059C187D, 55059C191D, all with effective dates of 6/19/2012, 100 year floodplain lines shown based on BFE (Base Flood Elevation) as obtained by survey data or based on BFE and future LOMR_F to be submitted after filling is completed.
7. This Certified Survey Map was prepared for FRED-Senior Lot 2, LLC, a Wisconsin limited liability company, 789 North Water Street, Milwaukee, WI 53202.

PLAN COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Plan Commission of The Village of Pleasant Prairie on this

_____ day of _____, 20____.

_____
MICHAEL R. POLLOCOFF, CHAIRMAN

VILLAGE BOARD APPROVAL:

This Certified Survey Map, is hereby approved by The Village Board of Trustees for The Village of Pleasant Prairie, on this

_____ day of _____, 20____.

_____
DAVID J. KLIMISCH, VILLAGE PRESIDENT

ATTEST:

_____
JANE C. SNELL, VILLAGE CLERK

4/6/2026

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THESE TITLES SHALL BE THE SAME AS THE EASEMENT BEING DEDICATED

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

REMOVE. NO NEW EASEMENT IS BEING DEDICATED.

EASEMENT RESTRICTIONS

1. **Dedicated Private Storm Sewer, Storm Water Drainage, Retention Basins, Access and Maintenance Easement**.

Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated Private Storm Sewer, Storm Water Drainage, Retention Basins, Access and Maintenance Easement, as shown on Lots 1, and 2 of this CSM, were previously dedicated, given granted and conveyed by FRED as document #1899904, and as Dedicated on this CSM to the Village for the purposes of storm sewer, storm water drainage, and retention basins grading, construction, installation, inspection, planting, lighting, irrigation, aerators/fountains installation and related maintenance and for all related ingress and egress of the Easement areas. These Easements granted to the Village shall be exclusive, except for: (1) other such Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the retention basins and storm sewer construction and maintenance; aerators/fountains installation and maintenance; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Owners.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

2. **Dedicated Public Storm Sewer, Access and Maintenance Easement.**

Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Public Storm Sewer, Access and Maintenance Easement, on Lot 1 and Lot 2 on this CSM, were previously dedicated, given, granted, and conveyed by FRED as document #1899904, and as Dedicated on this CSM to the Village for the purposes of storm sewer, and storm water drainage grading, construction, installation, inspection, planting, lighting, irrigation, aerators/fountains installation and related maintenance and for all related ingress and egress of the Easement areas. These Easements granted to the Village shall be exclusive, except for: (1) other such Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the storm sewer and storm water drainage construction and maintenance; aerators/fountains installation and maintenance; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Owners.

The elevation of the existing ground surface within the Easement areas shall only be altered in accordance with written approval granted by the Village. Upon any land disturbance activities, the Owners shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to land disturbance within the Easement areas so that it does not interfere with the purpose of the Village's utilities and the use of such Easements as granted to the Village. No landscaping, buildings, fences, signage, driveways, parking lots or structures of any kind shall be placed within the Easement areas without the prior written approval of the Village and subject to any conditions as may be imposed by the Village. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

LOTS 1 AND 3 ON

3. **Dedicated Wetland Preservation and Protection, Access and Maintenance Easement**.

Nonexclusive easements coextensive within the areas shown as a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement, on this CSM, given, granted and conveyed by FRED to the Village for wetland conservancy preservation and protection, maintenance purposes and uses, removal of dead or rotted plants or trees or evasive plant life, and for related ingress and egress. Unless permitted by the appropriate federal, state or local agency, there shall be no filling, wetland cutting, grading or disturbance to the protected wetland areas.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

TYPICALLY WE DO NOT INCLUDE EASEMENT RESTRICTIONS ALREADY DEDICATED BY PREVIOUS CSM.

FRED-SENIOR LOT 2, LLC, a Wisconsin limited liability company, and its successors and assigns, as owner of the property burdened by these easements (the “Owner”), to the Village of Pleasant Prairie (“Village”),

Storm Water, Access and Maintenance Easement

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.

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

main

4. Dedicated Public Sanitary Sewer and Public Water, Access and Maintenance Easement.

Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Public Sanitary Sewer and Public Water, Access and Maintenance Easement, as shown on Lot 1 of this CSM, are hereby dedicated, given, granted, and conveyed by FRED to the Village, for the purposes of constructing, installing, operating, repairing, reconstructing, altering, replacing, cleaning, sampling and maintaining public sanitary sewer and public water utility improvements, including underground sewer and water mains, laterals, manholes, fire hydrants, valves or other appurtenances and for any related ingress and egress. The Easement rights shall also include the further right to remove trees, bushes, parking/driveway pavement areas, sidewalk, curb and gutter, signage, and

Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Public Sanitary Sewer, Public Water main, Access and Maintenance Easement, as shown on Lot 1 of this CSM, are hereby dedicated, given, granted, and conveyed by the Owner to the Village for the purposes of constructing, installing, operating, repairing, reconstructing, altering, replacing, cleaning, sampling and maintaining public sanitary sewer and public water utility improvements, including underground sewer and water mains, laterals, manholes, fire hydrants, valves or other appurtenances and for any related ingress and egress. The Easement rights shall also include the further right to remove trees, bushes, parking/driveway pavement areas, sidewalk, curb and gutter, signage, and other obstructions, as may be reasonably required within the Easement areas that are interfering with the location, reconstruction, repair, use, or maintenance of the public sanitary sewer or public water utility improvements.

Following any construction, installation, maintenance, repair, replacement, or other work performed by the Village within the Easement areas, the Owner shall restore, or cause to be restored, all disturbed areas as nearly as is reasonably possible to the conditions existing prior to such work, including but not limited to restoration of grading, landscaping, pavement, sidewalk, curb and gutter, signage, and other surface and subsurface improvements, unless otherwise agreed to in writing by the Village.

The elevation of the existing ground surface within the Easement areas shall only be altered in accordance with written approval granted by the Village. No landscaping, buildings, fences, signage, driveways, parking lots or structures of any kind shall be placed within the Easement areas without the prior written approval of the Village and subject to any conditions as may be imposed by the Village. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

Private Storm Sewer, Access and Maintenance Easement

A perpetual nonexclusive easement coextensive with the area shown as Private Storm Sewer, Ingress and Egress Easement on this CSM is hereby dedicated, given, granted, and conveyed by the Owner to the Village for private storm sewer purposes, including storm sewer facilities, drainage, and all related construction, installation, operation, inspection, repair, alteration, replacement, maintenance, and for all necessary ingress and egress.

Unless otherwise agreed to in writing, the Village shall have no obligation to construct, maintain, repair, or replace any storm sewer improvements within the easement area. The Owner shall be responsible for all costs associated with the construction, operation, maintenance, repair, and replacement of the private storm sewer improvements located within the easement area. 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.

FRED hereby covenants that the lot Owners of Lot 1, 3, and 4 of CSM 2973 recorded as document #1899904, and Lot 1 and 2 of this CSM, shall be responsible for all costs associated with maintaining the Private Storm Water Drainage, Storm Sewer and Retention Basin Easement areas shown on this CSM in a functional, neat and nuisance-free condition to handle storm water drainage and flowage through and across the Lots. Such maintenance shall include, without limitation and as needed, cleaning, repairing and replacing storm sewers and appurtenances; cleaning, repairing, re-grading, and maintaining open channels and re-establishing design conveyance capacity; cleaning, repairing, dredging, and maintaining retention basins and outlet structures, and re-establishing design storage capacity; seeding, sodding and maintaining erosion control methods to protect the drainage ways; installing, repairing and replacing the aerators/fountains; removal of trash, debris, leaves, and brush and mowing and weeding to prevent nuisance conditions. No driveways, patios, fences, signage, sidewalks, parking or driveways areas or structures shall be erected within the storm water drainage, storm sewer or retention basin easement areas which blocks, diverts or re-routs the storm water 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.

Further, if the Village allows for the placement of signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the lot Owners of Lot 1, 3, and 4 of CSM 2973 recorded as document #1899904, and Lot 1 and 2 of this CSM, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures.

This covenant shall run with the land, shall be binding upon the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904, and Lot 1 and 2 of this CSM their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot Owners and shall benefit and be enforceable by the Village. Such storm water drainage, storm sewer and retention basin maintenance shall be performed regularly by the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904, without public compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such private storm water drainage, storm sewer or retention basin related maintenance activities, the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904 and Lot 1 and 2 of this CSM, 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.

TYPICALLY RESTRICTIVE COVENANTS ARE FOR NEW EASEMENTS BY GRANTED.

4/6/2026

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Milwaukee, WI 53233
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Fax: 414-643-4210

CHANGE ALL IN THE DEDICATIONS AND COVENANTS TO "THE OWNER"

ED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

3

2. Wetland Preservation and Protection, Access and Maintenance Easement areas.

FRED hereby covenants that the areas shown as a Wetland Preservation and Protection, Access and Maintenance Easement on Lots 1 and 2 of this CSM, shall be protected and maintained by the Lot 1 and 2 Owners as wetland areas on their respective Lots and that no filling, dredging, plant cutting or mowing, plant removal, (unless the plants are decayed or rotted or invasive), or other activities or conditions detrimental to its function as a wetland preservation and protection area shall occur without written approval of the Village, the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Lot 1 and Lot 2 Owners, its successors, assigns and successors-in-title in their capacity as the Lot 1 and 2 Owners.

To the extent that the Village performs any such wetland maintenance or protection activities, the Lot 1 and 2 Owners, respectfully, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 and 2 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.

3. Floodplain Preservation and Protection, Access and Maintenance Easement areas.

FRED hereby covenants that the areas shown as a Floodplain Preservation and Protection, Access and Maintenance Easement on Lots 1 and 2 of this CSM, shall be protected and maintained by the Lot 1 and 2 Owners as floodplain storage areas on their respective lots and that no filling, dredging, plant cutting or mowing, plant removal, (unless the plants are decayed or rotted or invasive), or other activities or conditions detrimental to its function as a floodplain preservation area shall occur without written approval of the Village, the Wisconsin Department of Natural Resources or the Federal Emergency Management Agency, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Owners, its successors, assigns and successors-in-title in their capacity as the Lot 1 or 2 Owners.

ALREADY SHOWN ON CSM 2973??

To the extent that the Village performs any such floodplain maintenance or protection activities, the Lot 1 and 2 Owners, respectfully, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 and 2 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.

4. Public Sanitary Sewer and Public Water, Access and Maintenance Easement areas.

FRED hereby covenants that the location of the Public Sanitary Sewer, Access and Maintenance areas shown on Lot 1 of this CSM, hereby places easement restrictions on Lot 1, wherein said Easements were given, granted and conveyed by FRED to the Village for public sanitary sewer main purposes and system improvements, uses and purposes; sampling, cleaning, testing, and televising and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities.

FRED further covenants that there shall be no buildings, signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures of any kind placed within the Easement areas 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. Further, if the Village allows for the placement of signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lot 1 Owner, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot 1 Owners, its successors, assigns and successors-in-title of Lot 1, and shall benefit and be enforceable by the Village.

Public Sanitary Sewer, Public Water Main, Access and Maintenance Easement Areas

The Owner hereby covenants that the location of the Public Sanitary Sewer, Public Water Main, Access and Maintenance Easement areas shown on Lot 1 of this CSM hereby places easement restrictions on Lot 1, wherein said Easements are dedicated, given, granted, and conveyed by the Owner to the Village for the purposes of constructing, installing, operating, repairing, reconstructing, altering, replacing, cleaning, sampling and maintaining public sanitary sewer and public water utility improvements, including underground sewer and water mains, laterals, manholes, fire hydrants, valves or other appurtenances, and for any related ingress and egress, as more particularly set forth herein.

The Owner further covenants that there shall be no landscaping, buildings, fences, signage, driveways, parking lots or structures of any kind placed within the Easement areas which might interfere with the Village's rights, unless prior written approval is granted by the Village and subject to any conditions as the Village may impose.

Further, if the Village allows for the placement of landscaping, buildings, fences, signage, driveways, parking lots or structures within the Easement areas, the Owner, and not the Village, shall be responsible for any and all costs associated with the removal and/or replacement of such improvements.

This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of Lot 1, and shall benefit and be enforceable by the Village.

Private Storm Sewer, Ingress and Egress Easement Areas

The Owner hereby covenants that the location of the Private Storm Sewer, Ingress and Egress Easement areas shown on this CSM hereby places easement restrictions on the property, wherein said Easements are dedicated, given, granted, and conveyed by the Owner to the Village for private storm sewer purposes, including storm sewer facilities, drainage, and all related construction, installation, operation, inspection, repair, alteration, replacement, maintenance, and for all necessary ingress and egress, as more particularly set forth herein.

The Owner shall be responsible for all costs associated with the construction, operation, maintenance, repair, and replacement of the private storm sewer improvements located within the Easement areas, unless otherwise expressly agreed to in writing by the Village. Unless the Village exercises the rights granted to it pursuant to these Easements, the Village shall have no obligation to construct, maintain, repair, or replace any storm sewer improvements within the Easement areas.

To the extent that the Village performs any such storm sewer related activities within the Easement areas, the Owner's of Lot 1 of this CSM shall be liable for any costs incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627, Wisconsin Statutes (or successor or similar provisions), or otherwise as provided by law.

This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title, and shall benefit and be enforceable by the Village.

Public Storm Sewer, Access and Maintenance Easement

The Owner hereby covenants that the Village 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 Owner 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 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.

THE ΣSI
Single Source. Sou
www.thesigma
1300 West Car
Milwaukee, WI
Phone: 414-64
Fax: 414-643-

Certified Survey Map Application

Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262.925.6717
Email: communitydevelopment@pleasantprairiewi.gov

GENERAL INFORMATION

Property Location/Address: Lots 1 and 2 of CSM Map #3000		
Tax Parcel Number(s): 91-4-122-071-0301 & 91-4-122-071-0302		
Number of Lots: 3	Number of Outlots:	Abutting roadway: 77th Street & 78th Street
Current Zoning District(s): R-11 UHO		Proposed Zoning District(s): R-11 PUD

SITE INFORMATION (select all that apply)

☑	Municipal sanitary sewer is available to service the property
☑	Municipal water is available to service the property

Pursuant to Chapter 395 of the Village Land Division Ordinance, municipal sanitary sewer is required to subdivide property in the Village. In addition, if municipal water is readily available, the Village may require municipal water to be extended at the property owner's cost.

REQUIRED SIGNATURES

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

PROPERTY OWNER	APPLICANT
Print Owners Name: FRED-Senior Lot 2, LLC	Company Name: FRED-Pleasant Prairie Two HC, LLC
Print Name of Signatory: Steven Bersell	Print Name of Signatory: Anthony DeRosa
Signature: Steven Bersell	Signature: Anthony DeRosa
Mailing Address: 789 N. Water Street, Suite 500	Mailing Address: 789 N. Water Street, Suite 500
City/State/ZIP: Milwaukee, WI 53202	City/State/ZIP: Milwaukee, WI 53202
[redacted]	
Date	Date

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Consider the release of an existing Wetland Preservation and Protection Easement associated with Lot 2 of CSM 2973 and Lots 1 and 2 of CSM 3000, generally located between 77th and 79th Streets west of 105th Avenue, as a result of new wetland delineation completed.

PROPOSED BY: Community Development	**FISCAL IMPACT: No**
AGENDA CATEGORY: Action	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

Pursuant to the *attached* letters dated January 7, 2026 from both the WI DNR and the ACOE, they have determined that Wetlands B, C and D, and F are exempt from state and federal wetland regulations. Wetland areas A, E and G will remain on the properties. As a result of the new wetland delineation and exemptions from the WI DNR and US ACOE, the wetland preservation and protection easements dedicated on Lot 2 of CSM 2973 and Lots 1 and 2 of CSM 3000 are proposed to be vacated. These wetland areas will be zoned C-1, Lowland Resources Conservancy District and will also be located within new wetland preservation and protection easements on the new CSM that is also being considered by the Village Board at tonight's meeting.

A draft copy of the easement vacation document shall be prepared and submitted to the Village for review and approval prior to the being recorded. This release document will be required to be recorded immediately prior to recording the new CSM and a recorded copy shall be provided to the Village upon recording.

STAFF RECOMMENDATION:

Village staff recommends approval to release the Wetland Preservation Easement subject to recording the new CSM that dedicates new wetland preservation easements. A draft copy of the easement vacation document shall be prepared and submitted to the Village for review and approval prior to the being recorded. This release document will be required to be recorded immediately prior to recording the new CSM and a recorded copy shall be provided to the Village upon recording.

2026-01-07 WI DNR Wetland Exempt.pdf

2026-01-07 ACOE Non Jur B-C-D-F.pdf

CSM 3000.pdf

CSM 2973.pdf

New Lot layout and Wetland Areas.pdf

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St. Paul Ave
Milwaukee, WI, 53233

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

01/07/2026 EXE-SE-2025-30-04091

Fiduciary Real Estate Development, Inc.
Attn: David Ferrell
789 North Water Street, Suite 500
Milwaukee, WI 53202
[sent electronically]

RE: Artificial wetland exemption determination for areas described as Wetland B, Wetland C, Wetland D, and Wetland F located in the Village of Pleasant Prairie, Kenosha County

Dear David Ferrell:

This letter is in response to your request for an artificial wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation: 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area and 2) a wetland created as a result of a wetland mitigation requirement. In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Site photographs that show different angles and views of the wetland
- Historical aerial photographs
- The wetland delineation reports
- Historic Maps such as the Original Land Survey Plat, Bordner Survey, USGS topographic Quad map, and soil mapping

Conclusion:
Based upon the information provided above, the wetlands identified as Wetland B, Wetland C, Wetland D, and Wetland F lacked a wetland history prior to August 1, 1991, and fulfill all artificial wetland exemption standards. Therefore, Wetland B, Wetland C, Wetland D, and Wetland F are exempt from state wetland regulations.

This letter describes DNR's decision regarding the jurisdictional status of Wetland B, Wetland C, Wetland D, and Wetland F and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of Wetland B, Wetland C, Wetland D, and Wetland F, you will need to contact the U.S. Army Corps of Engineers.

If you have any questions, please call me at (608) 598-0346 or email sonya.ponzi@wisconsin.gov.

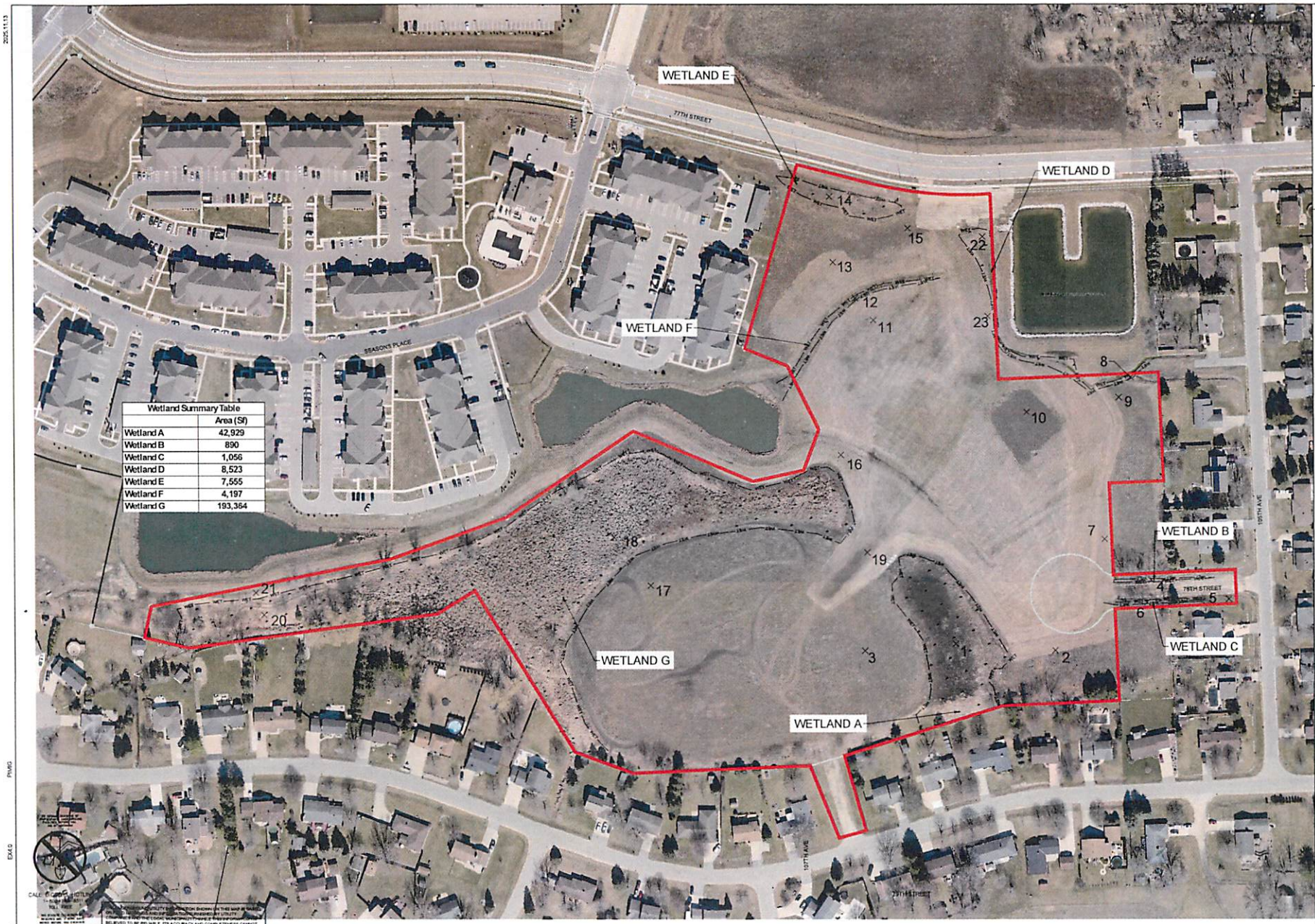
Sincerely,

Sonya C. Ponzi

Sonya Ponzi
Water Management Specialist

Email CC:
Tim Orlowski – USACE

Robert Hanson – Village of Pleasant Prairie
Emma Johnson – LandCO2



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Milwaukee, WI 53233
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Fax: 414-643-4210

GRAPHIC SCALE

SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

WETLAND MAP

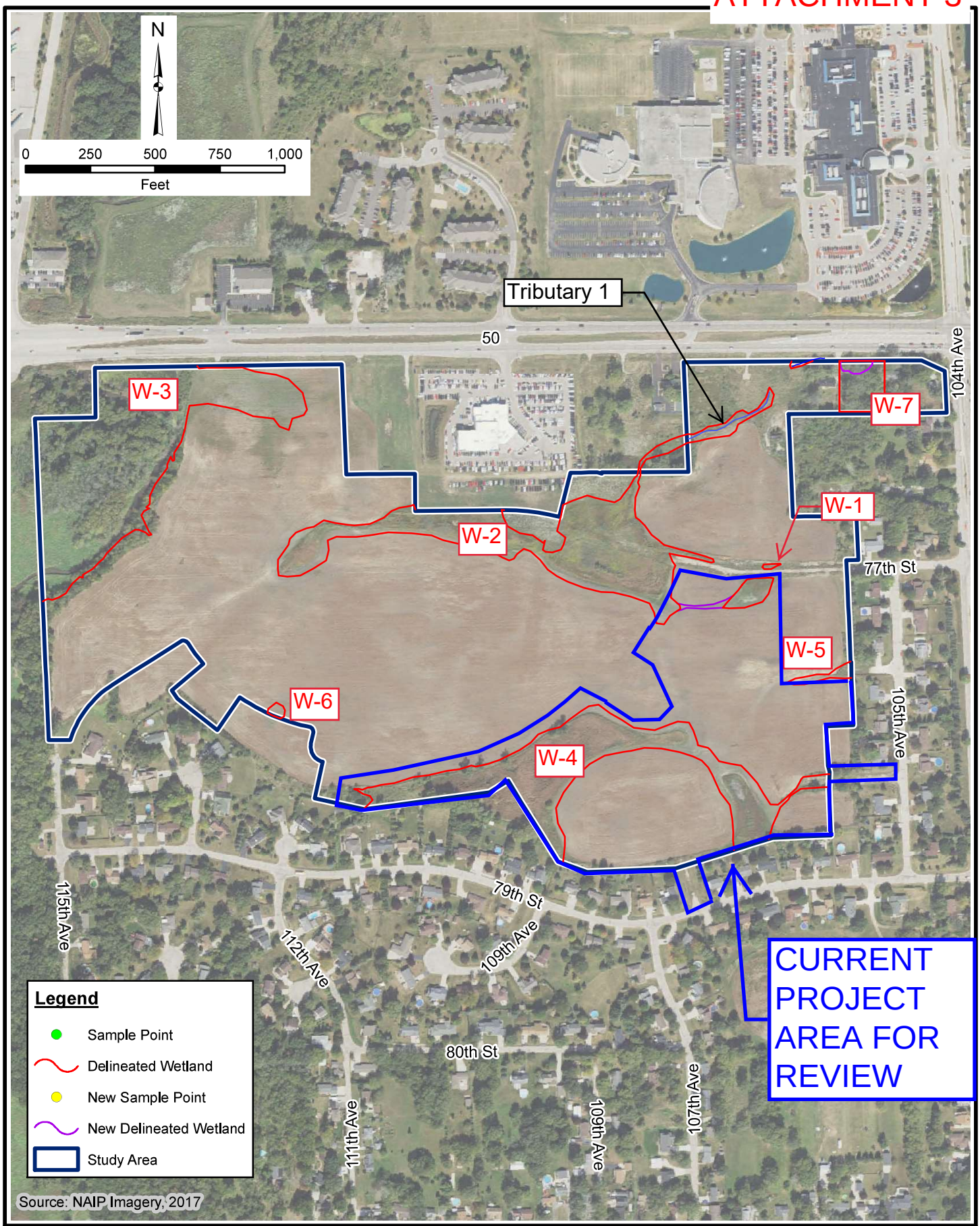
PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUANCE	DATE
NO. REVISION	DATE

PROJECT NO	24539
DESIGN DATE	2025.10.05
PLOT DATE	2025.11.13
DRAWN BY	---
CHECKED BY	PJI
APPROVED BY	---
SHEET NO	EX4.0

I:\Fiduciary RE\24539 - Seasons at River View Phase 2\060 CAD\030_Production Sheets\EX 4.0 Wetland.dwg

ATTACHMENT 3



OTIE
An Oneida ESC Group Company

FIGURE 2 (REVISED)
STUDY AREA LIMITS

Chateau Eau Plaines Development
City of Pleasant Prairie
Kenosha County, Wisconsin

C:\GIS_Projects\OTIE\OTIE_Chateau_Eau_Plaines\Figure 2 - Study Area Limits.mxd

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, WI 53212-3128

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

February 13, 2019 EXE-SE-2019-30-00295

KPK Construction
Kyle Kennedy
3700 22nd Street
Kenosha, WI 53144

RE: Artificial Wetland Exemption Determination for an area described as **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, located Section 07, Township 01 North, Range 22 East, Village of Pleasant Prairie, Kenosha County

Dear Mr. Kennedy:

This letter is in response to your request for an artificial wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation: 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area and 2) a wetland created as a result of a wetland mitigation requirement. In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Historic Maps, including the Original Land Survey Plat, Bordner Survey, the 1980 USGS topographic Quad map, and soil mapping.
- Aerial photographs, including the 1937 era photograph, a pre-construction photograph, and a post-construction photograph.
- Site photographs that show different angles and views of the wetland

Below is a summary of our findings:

<u>Request Narrative</u>

According to the request narrative, during the pre-field assessment of the site (review of existing documentation), it became apparent that site conditions, in terms of drainage, and location of wetness signatures, had been fluctuating on a fairly consistent basis. During the past twenty five years, preliminary grading for proposed roadways and installation of force a sanitary main and water mains has occurred throughout the site numerous times. The road project was never completed, grading was left incomplete and unmaintained resulting in poor drainage patterns throughout the site.

Additionally, since the 2008 wetland delineation was completed, the site has seen a significant increase in the stormwater, especially, from the north and east of the site. According to historical aerial photographs reviewed for this site, it appears that a majority of the site has been actively farmed since 1937. Numerous drain tiles, standpipes and surface drains effectively drained a majority of the site. Construction activities during the water main and sanitary force main extension project damaged several of the drain tiles that previously existed on the property causing additional flooding throughout the site and caused several drainage ditches for form.

Additionally, site grading and continued improvements to the ditch systems
that enter the site along 77th Street, 77th Place and 78th Place have also increased the volume of storm water that is discharged to the site. This is evident in looking at the historical aerials as well as the previous wetland delineation (2008).

Historic Map Review

- Original Land Survey Plat. The original land survey indicates wetlands surrounding the Kilbourn Ditch, some wetlands on the eastern portion of the site.
- Bordner Survey. The Bordner survey indicates that the area near W3 was part of the floodplain of the Kilbourn Ditch, the rest of the study area was cropped.
- 1980 USGS Topographic Quad map: The USGS Quad map indicates wetlands only along the Kilbourn Ditch, no significant changes in topography throughout the rest of the study area.
- Soil Maps: The soil maps indicate AtA (Ashkum silty clay loam), which is a predominantly hydric soil in W1, W2 (portion), and W3 (portion). W4 (portion) and part of W5 have EtB (Elliot silty clay loam) and VaB (Varna silt loam) which are predominantly non-hydric and W6 has MeB (Markham silt loam), which is predominantly non-hydric.
- The 2008 wetland delineation by an assured delineator did not indicate any of the areas of study for this artificial wetland determination request were wetlands at that time.

Aerial Photograph Review

- 1937 era aerial photograph. The 1937 aerial photograph shows the western portion of W4 (not part of this request) is shaded dark, indicating that it was most likely wetland, and the area where W3 is located was possibly part of the Kilbourn Ditch floodplain at the time.
- Pre-construction aerial photograph: The 1963, 1967, 1970, 1975 aerial photographs show a pond had been built west of the portion of W3 that we are reviewing, and a house and in the area of W3 that we are reviewing. The rest of the study area was cropped. A small stream is obvious in the NE portions of W2 (not part of this request). There are some dark spots in some of the areas that we are reviewing, but none of them are consistent or definite.
- Post-construction aerial photograph: The 1980, 1985, 1990, 1995, 2000, 2005, 2010 and 2015 aerial photographs show the area of W3 that we are reviewing had trees planted in rows until the early 2000s. After removal, the area looks to be wetter, but farmed. Cul-de-sacs were built on the eastern side of the property as early as 1980, and the area seems to have gone through various stages of development through the 1990s and 2000s.

Site Photographs

The site photographs show wetland areas with vegetation that is mostly invasive or low quality. The areas that are now considered wetlands appear to have gotten wetter each year, most likely due to the stops and starts of various kinds of development, and stormwater entering the property from the develop occurring all around it.

Conclusion:

- Based upon the information provided above, the wetland identified as **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, lacked a wetland history prior to August 1, 1991, and fulfills all artificial wetland exemption standards. Therefore, **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6** is exempt from state wetland regulations.

This letter describes DNR's decision regarding the jurisdictional status of **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, you will need to contact the U.S. Army Corps of Engineers. The U.S. Army Corps of Engineers contact for Kenosha County is April Marcangeli. April Marcangeli can be reached at (651) 290-5731.

If you have any questions about this determination, please contact me at (414) 303-5065 or email maureen.millmann@wisconsin.gov.

Sincerely,

Maureen Millmann
Municipal Transportation Policy Coordinator
Wetland Exemption Team

cc: April Marcangeli, U.S. Army Corps of Engineers
Michelle Scott, WMS, DNR
Scott, Horzen, OTIE, Consultant

Portion of W-3

Portion of W-2

W-1

W-5

W-6

Portion of W-4

DELINEATED WETLANDS

ARTIFICIAL WETLANDS

Pleasant Prairie Master Plan Concept

1" = 100' SITE PLAN

Pleasant Prairie, Wisconsin

21 JAN 2019

Architecture

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST PAUL DISTRICT
GREEN BAY FIELD OFFICE
320 NORTH BROADWAY SUITE 200
GREEN BAY WI 54303

January 7, 2026

Regulatory File No. MVP-2019-00455-TKO

Emma Johnson
LandCO2
5032 W Forest Home Ave. #5
Milwaukee, WI 53219
emma@landco2.com

Dear Emma Johnson,

This letter contains an Approved Jurisdictional Determination (AJD) for the area(s) identified below, located to the southwest of the intersection of 77th and 105th Avenue, in Section 07, Township 01N, Range 022E, Kenosha County, Wisconsin. The review area for this determination is identified on the enclosed figure labeled: MVP-2019-00455-TKO Figures 1-2 of 2.

Non-Jurisdictional Area(s):

We have determined that the following area(s) are not waters of the United States subject to Corps of Engineers (Corps) jurisdiction under Section 404 of the Clean Water Act or Sections 9 or 10 of the Rivers and Harbors Act:

- Wetland B, 0.02-acre
- Wetland C, 0.02-acre
- Wetland D, 0.20-acre
- Wetland F, 0.10-acre

You are not required to obtain Corps authorization within the area(s) listed above. This determination only applies to the area(s) identified above and is based on a reasonable approximation of their location and boundaries. The basis for this determination is provided in the enclosed Memorandum for Record.

Agricultural Lands Information:

This determination has been conducted to identify the location and extent of the aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of an NRCS Certified Wetland Determination with the local USDA service center, prior to starting work.

Appeal Process:

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

must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP.

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

AJD Expiration:
This AJD may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to information that was not considered during our initial review.

Contact Information:
If you have any questions, please contact me in our Green Bay Field Office at 920-912-5427 or timothy.k.orlowski@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

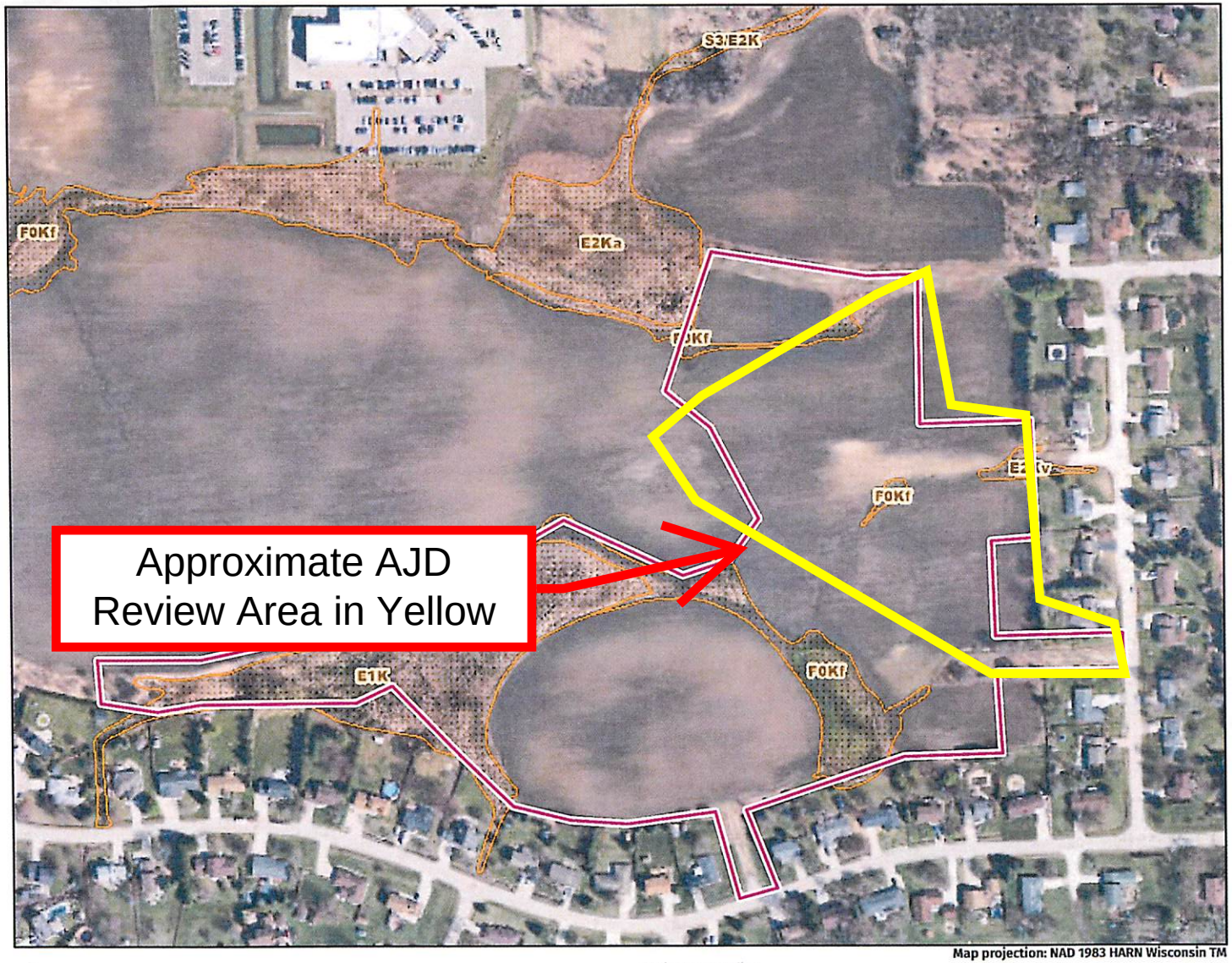
Tim Orlowski
Project Manager

Enclosures
AJD Figures, AJD MFR, Appeals Form

cc:
Sonya Ponzi, WI DNR

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

MVP-2019-00455-TKO Figure 1



Legend: (some map layers may not be displayed)

Wetland Class Points

Wetland too small to delineate

Wetland Class Areas

Latest Leaf Off Imagery

Notes:

Map projection: NAD 1983 HARN Wisconsin TM

N

Map: 0 290 580 Feet
0 80 160 Meters

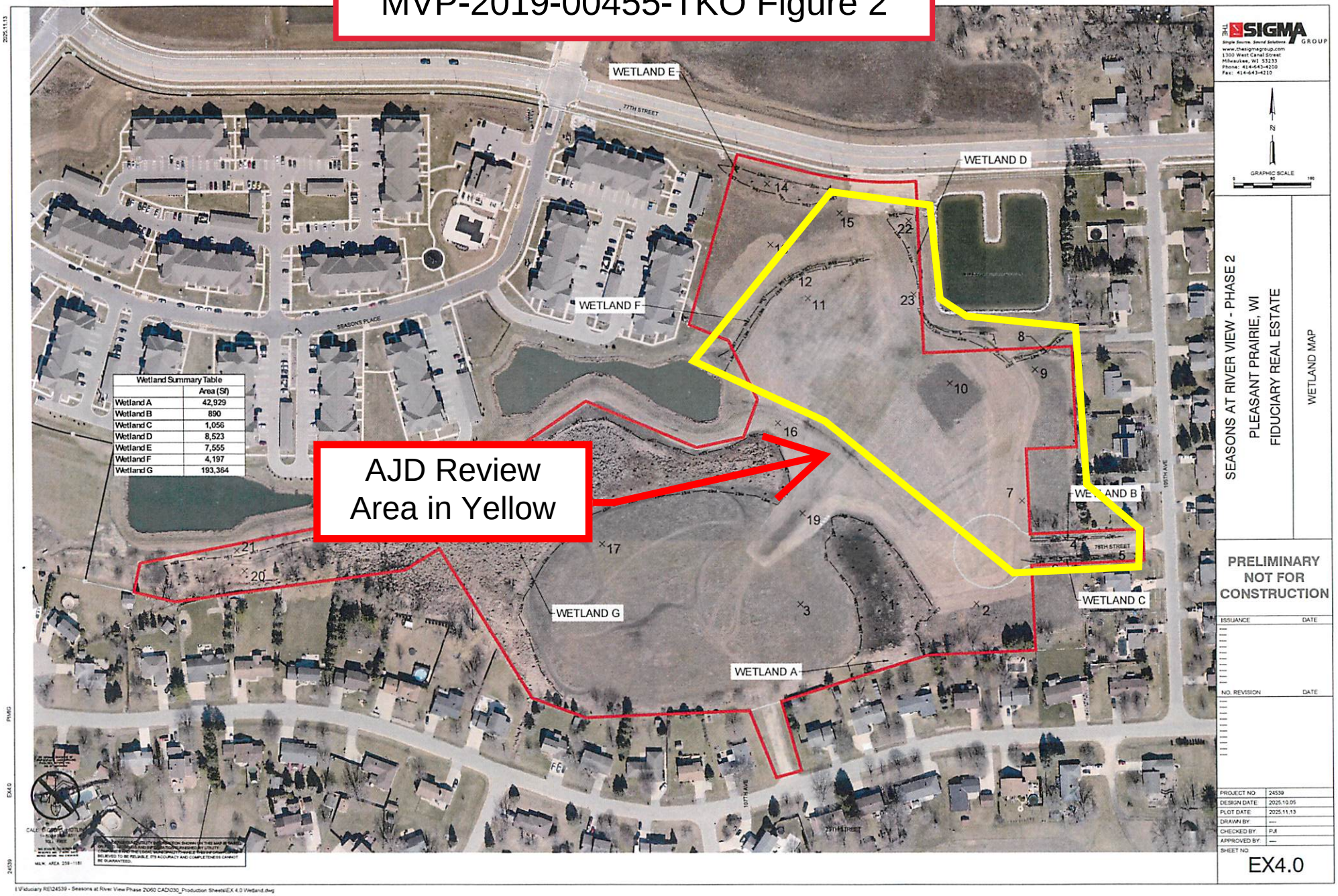
Service Layer Credits:
Latest Leaf Off: , DNR Basic Feature Vector Tile Layer WTM: , Wetland Inventory NWI (Dynamic): Calvin Lawrence, Dennis Weise, Nina Rihn

This map is a product generated by a DNR web mapping application.

This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose user agrees to be bound by all disclaimers found here: https://dnr.wisconsin.gov/legal

Date Printed: 10/12/2025 3:48 PM

MVP-2019-00455-TKO Figure 2



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST PAUL DISTRICT
GREEN BAY FIELD OFFICE
320 NORTH BROADWAY SUITE 200
GREEN BAY WI 54303

CEMVP-RD

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Approved Jurisdictional Determination in accordance with the "Revised Definition of 'Waters of the United States'"; (88 FR 3004 (January 18, 2023) as amended by the "Revised Definition of 'Waters of the United States'; Conforming" (8 September 2023) ,[1] MVP-2019-00455-TKO [MFR 1 of 1][2]

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.[3] AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.[4]

On January 18, 2023, the Environmental Protection Agency (EPA) and the Department of the Army ("the agencies") published the "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule"). On September 8, 2023, the agencies published the "Revised Definition of 'Waters of the United States'; Conforming", which amended the 2023 Rule to conform to the 2023 Supreme Court decision in *Sackett v. EPA*, 598 U.S., 143 S. Ct. 1322 (2023) ("*Sackett*").

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. For the purposes of this AJD, we have relied on Section 10 of the Rivers and Harbors Act of 1899 (RHA),[5] the 2023 Rule as amended,

[1] While the Revised Definition of "Waters of the United States"; Conforming had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.
[2] When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, the territorial seas, or interstate water that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).
[3] 33 CFR 331.2.
[4] Regulatory Guidance Letter 05-02.
[5] USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

as well as other applicable guidance, relevant case law, and longstanding practice in evaluating jurisdiction.

1. SUMMARY OF CONCLUSIONS.

    a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States).

Name of Aquatic Resource	JD or Non-JD	Section 404/Section 10
Wetland B	Non-Jurisdictional	N/A
Wetland C	Non-Jurisdictional	N/A
Wetland D	Non-Jurisdictional	N/A
Wetland F	Non-Jurisdictional	N/A

2. REFERENCES.

    a. "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule")

    b. "Revised Definition of 'Waters of the United States'; Conforming" 88 FR 61964 (September 8, 2023))

    c. *Sackett v. EPA*, 598 U.S. 651, 143 S. Ct. 1322 (2023)

    d. Memorandum To the Field Between the U.S. Department Of The Army, U.S. Army Corps Of Engineers And The U.S. Environmental Protection Agency Concerning The Proper Implementation Of 'Continuous Surface Connection' Under The Definition Of "Waters Of The United States" Under The Clean Water Act" (March 12, 2025)

3. REVIEW AREA.
    a. Project Are Size (in acres): 15-acre
    b. Location Description: The project/review area is located in Section 07, Township 01N, Range 022E, Kenosha County, Wisconsin.
    c. Center Coordinates of the Project Site (in decimal degrees)
    Latitude: 42.5638 Longitude: -87.9365
    d. Nearest City or Town: Pleasant Prairie
    e. County: Kenosha
    f. State: Wisconsin
    g. Other associated Jurisdictional Determinations (including outcomes):

Action ID	Type	Outcome
MVP-2019-00455 (19-FEB-2019)	AJD	Wetland D (Wetland 5 in prior AJD) was determined to be non-jurisdictional

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), THE TERRITORIAL SEAS, OR INTERSTATE WATER TO WHICH THE AQUATIC RESOURCE IS CONNECTED. [N/A][6]

5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, THE TERRITORIAL SEAS, OR INTERSTATE WATER. [N/A]

6. SECTION 10 JURISDICTIONAL WATERS[7]: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.[8]
   N/A

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the 2023 Rule as amended, consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the 2023 Rule as amended. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed. [N/A]

[6] This MFR should not be used to complete a new stand-alone TNW determination. A stand-alone TNW determination for a water that is not subject to Section 9 or 10 of the Rivers and Harbors Act of 1899 (RHA) is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established.
[7] 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.
[8] This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

a. Traditional Navigable Waters (TNWs) (a)(1)(i): N/A

b. The Territorial Seas (a)(1)(ii): N/A

c. Interstate Waters (a)(1)(iii): N/A

d. Impoundments (a)(2): N/A

e. Tributaries (a)(3): N/A

f. Adjacent Wetlands (a)(4): N/A

g. Additional Waters (a)(5): N/A

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

a. Describe aquatic resources and other features within the review area identified in the 2023 Rule as amended as not "waters of the United States" even where they otherwise meet the terms of paragraphs (a)(2) through (5). Include the type of excluded aquatic resource or feature, the size of the aquatic resource or feature within the review area and describe how it was determined to meet one of the exclusions listed in 33 CFR 328.3(b).[9]

Wetlands B, C, D, and F (W-B, W-C, W-D, and W-F) are excavated drainage features that are not waters of the U.S. These features were excavated in, and drain only, uplands to provide drainage for an access road (W-B/C) and storm water infrastructure (W-D/F) from surrounding development. Aerial images show the review area consisting entirely of actively cropped agricultural field until the 1980 aerial. Here 105th Ave can be seen as being constructed along the eastern boundary of the delineation study area, and 78th St. can be seen in the current location of wetlands W-B and W-C. At this time disturbance from a second access road, parallel to 78th St, can be seen extending west from 105th Ave in the location of the southeastern extent of W-D. The areas containing wetlands W-D and W-F remained actively cropped through 2020 with no signs of persistent wetness signature. By 2022 the excavated drainage features can be seen constructed and draining to non-jurisdictional storm water ponds at the northeast of W-D and the southwest of W-F. Review of aerial imagery prior to excavation show the locations containing W-B, W-C, W-D, and W-F exhibited no signs of wetland presence (standing water, repeated crop/vegetation stress, distinct variation of vegetation) within the delineated wetland boundary. These ditches

[9] 88 FR 3004 (January 18, 2023)

are non-RPWs as they lack a defined bed and bank (imagery), OHWM, and show no evidence of standing water or prolonged saturation (veg stress/darkened soils). W-B, W-C, W-D, and W-F fit the definition of (b)(3) waters, from 33 CFR 328.3(b), as they were excavated wholly in, and drain only, upland and do not carry a relatively permanent flow of water.

b. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the 2023 Rule as amended (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

N/A

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

a. No field visits were conducted. Desktop review evaluation was conducted on 12/30/2025.

b. AJD Application “2019-00455-TKO 20251202.APP.pdf” in the administrative record.

c. Mississippi Valley Division Regulatory Viewer, 12/30/2025.

d. Wisconsin DNR Surface Water Data Viewer, 12/30/2025.

e. Kenosha County GIS Interactive Mapping, 12/30/2025.

10. OTHER SUPPORTING INFORMATION. [N/A]

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR’s structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

U.S. Army Corps of Engineers (USACE)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

Form Approved –
OMB No. 0710-0003
Expires 2027-10-31

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority	The authorities for requesting this information are Sections 9, 10, 13, and 14, Rivers and Harbors Act of March 3, 1899; Section 404, Clean Water Act; and Section 103 Marine Protection Research and Sanctuaries Act of 1972.
Principal Purpose	This information serves as notification to affected parties regarding the USACE administrative appeal options and process, as well as to facilitate requests for appeal of USACE decisions with which they disagree.
Routine Uses	Routine uses will include: (a) To serve as notification to affected parties of the Corps administrative appeal options and process and to facilitate requests for appeal of Corps decisions with which they disagree. (b) Records may be referred to the Department of Justice for possible criminal prosecution. (c) Records may be referred to other Federal, State, and local agencies for evaluation and enforcement purposes.
Disclosure	Disclosure of this information is voluntary on your part. However, failure of individual to provide requested information could result in inability to determine all pertinent information regarding a Department of the Army permit matter.

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PURPOSE: This form is used to facilitate the initiation of the administrative appeals process. The appeals process allows an affected party to pursue an administrative appeal of certain Corps of Engineers decisions with which they disagree.

Upon release, this form will also be available on the Corps website https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/

Applicant: LandCO2 (Emma Johnson)	File Number: MVP-2019-00455-TKO	Date: 1/7/2026

Documents Attached (*select all that apply*):		Form Reference Section:
☐	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
☐	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
☐	PERMIT DENIAL WITHOUT PREJUDICE	C
☐	PERMIT DENIAL WITH PREJUDICE	D
☒	APPROVED JURISDICTIONAL DETERMINATION	E
☐	PRELIMINARY JURISDICTIONAL DETERMINATION	F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/ or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

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

- RECONSIDERATION: You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:	If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:
Name: Timothy Orlowski	Name: Brian Oberlies, Regulatory Appeals Review Officer
Street Address, City, State: 320 North Broadway Green Bay, WI 54303	Street Address, City, State: 1400 Walnut Street Vicksburg, Mississippi 39180
Phone: 920-912-5427	Phone: 601-634-5820
Email: timothy.k.orlowski@usace.army.mil	Email: brian.m.oberlies@usace.army.mil

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

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

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

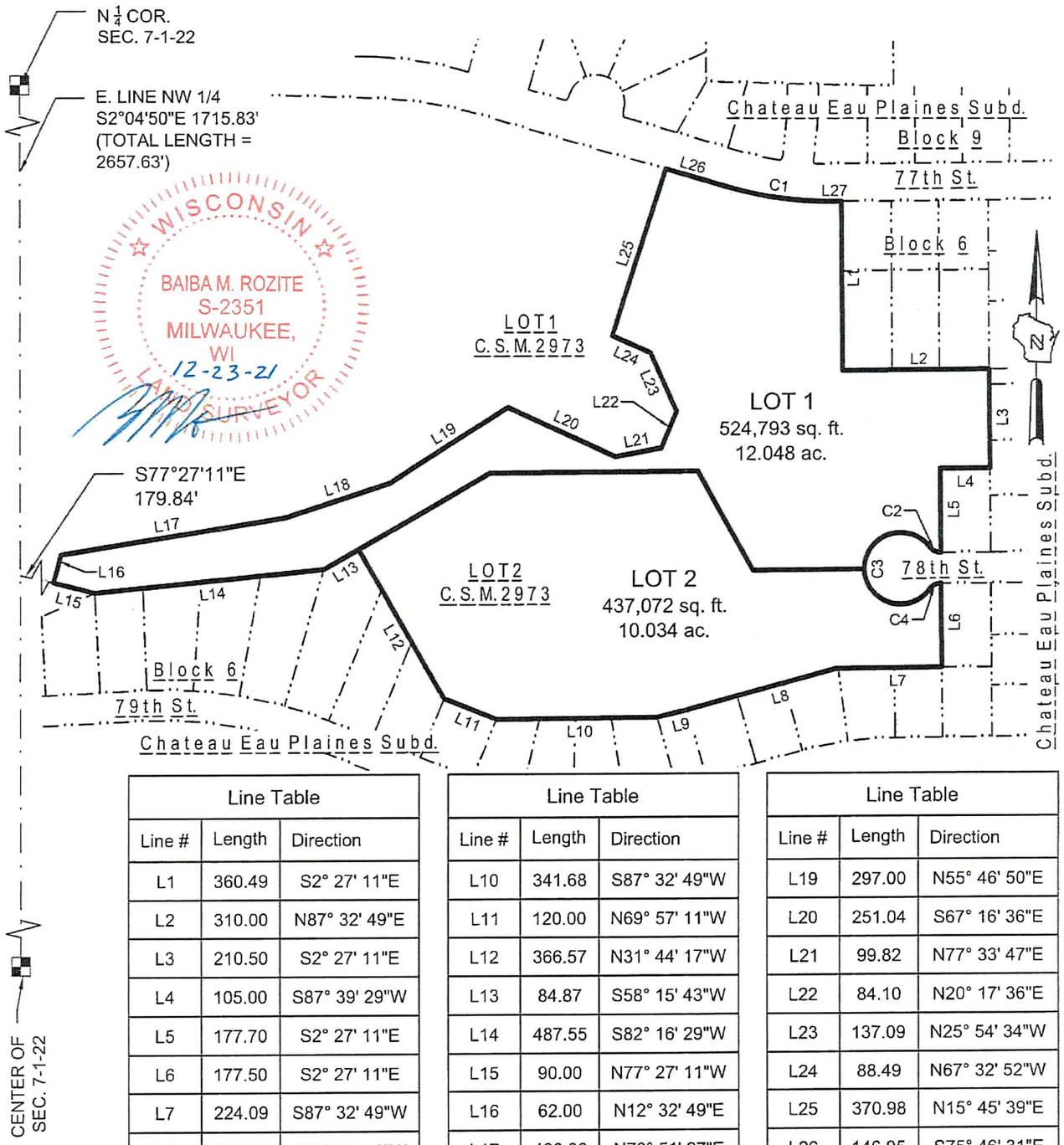
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity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

Email address of appellant and/or agent	Telephone number
Signature of appellant or agent	Date

Document #: **1919380**
Date: **2021-12-30** Time: **1:15 PM** Pages: **14**
Fee: **$30.00** County: **KENOSHA** State: **WI**
REGISTER OF DEEDS: **JOELLYN M. STORZ**

CERTIFIED SURVEY MAP NO. 3000

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2973, RECORDED MAY 25, 2021 AS DOCUMENT NO. 1899904, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



Line Table		
Line #	Length	Direction
L1	360.49	S2° 27' 11"E
L2	310.00	N87° 32' 49"E
L3	210.50	S2° 27' 11"E
L4	105.00	S87° 39' 29"W
L5	177.70	S2° 27' 11"E
L6	177.50	S2° 27' 11"E
L7	224.09	S87° 32' 49"W
L8	326.60	S72° 32' 50"W
L9	66.02	S73° 55' 33"W

Line Table		
Line #	Length	Direction
L10	341.68	S87° 32' 49"W
L11	120.00	N69° 57' 11"W
L12	366.57	N31° 44' 17"W
L13	84.87	S58° 15' 43"W
L14	487.55	S82° 16' 29"W
L15	90.00	N77° 27' 11"W
L16	62.00	N12° 32' 49"E
L17	480.00	N78° 51' 27"E
L18	234.09	N70° 12' 55"E

Line Table		
Line #	Length	Direction
L19	297.00	N55° 46' 50"E
L20	251.04	S67° 16' 36"E
L21	99.82	N77° 33' 47"E
L22	84.10	N20° 17' 36"E
L23	137.09	N25° 54' 34"W
L24	88.49	N67° 32' 52"W
L25	370.98	N15° 45' 39"E
L26	146.95	S75° 46' 31"E
L27	23.40	N87° 32' 49"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	210.16	722.00	16°40'40"	S84° 06' 51"E	209.42
C2	28.13	30.00	53°43'58"	N65° 35' 12"W	27.11
C3	383.82	76.50	287°27'57"	S2° 27' 11"E	90.51
C4	28.13	30.00	53°43'58"	N60° 40' 49"E	27.11

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EXTERIOR BOUNDARY AND VICINITY MAP
LOT DETAILS ON SHEET 3
PROJECT NUMBER 18303 DRAFTED BY BMR 11-3-21

GRAPHIC SCALE
0 500' 1000'

CERTIFIED SURVEY MAP NO. 3000

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2973, RECORDED MAY 25, 2021 AS DOCUMENT NO. 1899904, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
):SS
MILWAUKEE COUNTY)

I, BAIBA M. ROZITE, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped all of Lot 2 of Certified Survey Map No. 2973, recorded May 25, 2021 as Document No. 1899904, being in the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 7 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

Said parcel contains 961,865 square feet or 22.081 acres of land, more or less.

THAT I have made the survey, land division, and map by the direction of the owner of said land.

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

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing and mapping the same.

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
LAND SURVEYOR

12-23-21

(SEAL)
Baiba M. Rozite, Professional Land Surveyor S-2351

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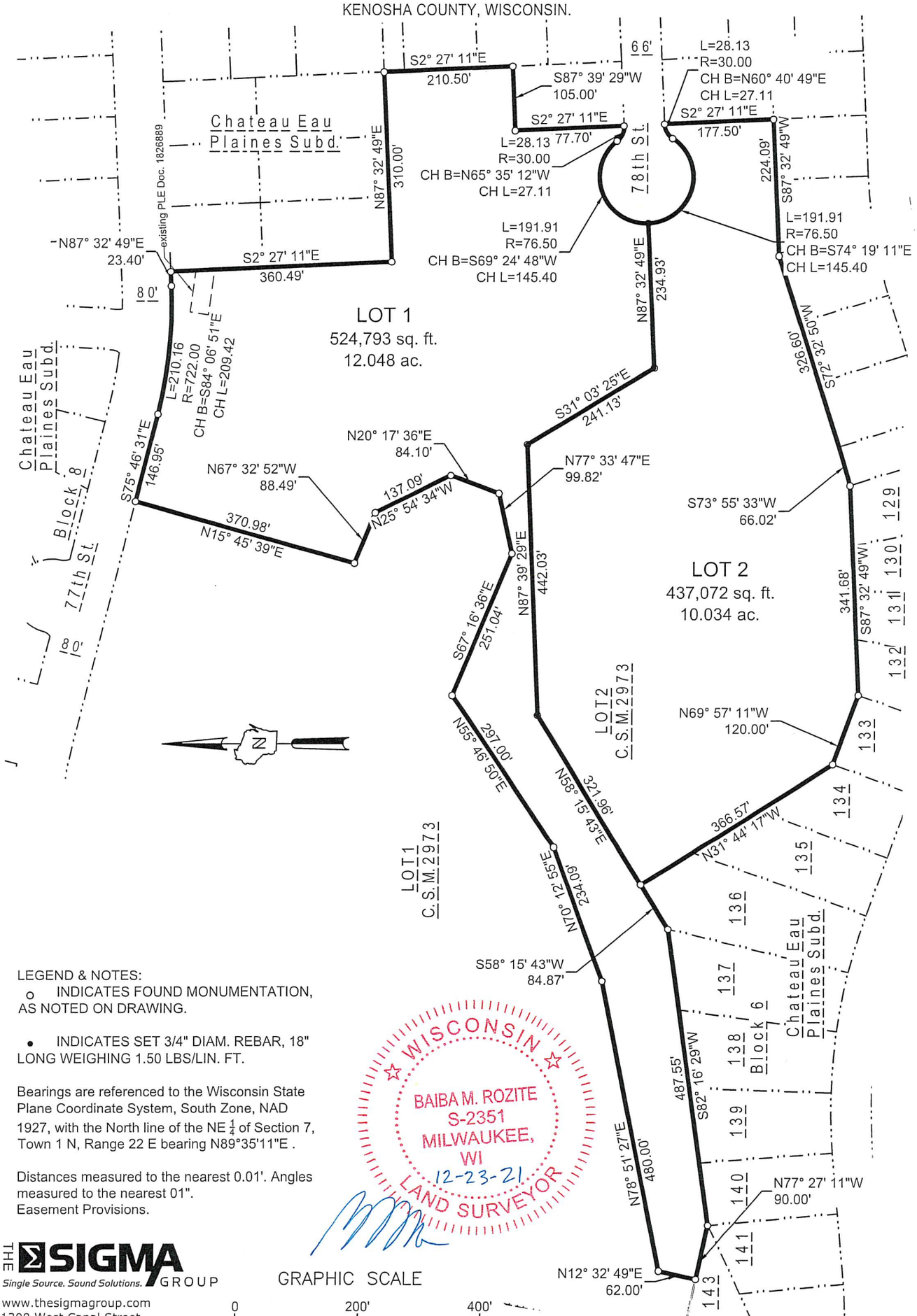

LEGEND & NOTES:

o INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.

• INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1927, with the North line of the NE $\frac{1}{4}$ of Section 7, Town 1 N, Range 22 E bearing N89°35'11"E .

Distances measured to the nearest 0.01'. Angles measured to the nearest 01".
Easement Provisions.

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
12-23-21
LAND SURVEYOR

GRAPHIC SCALE

0 200' 400'

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PROJECT NUMBER 18303 DRAFTED BY BMR 11-3-21

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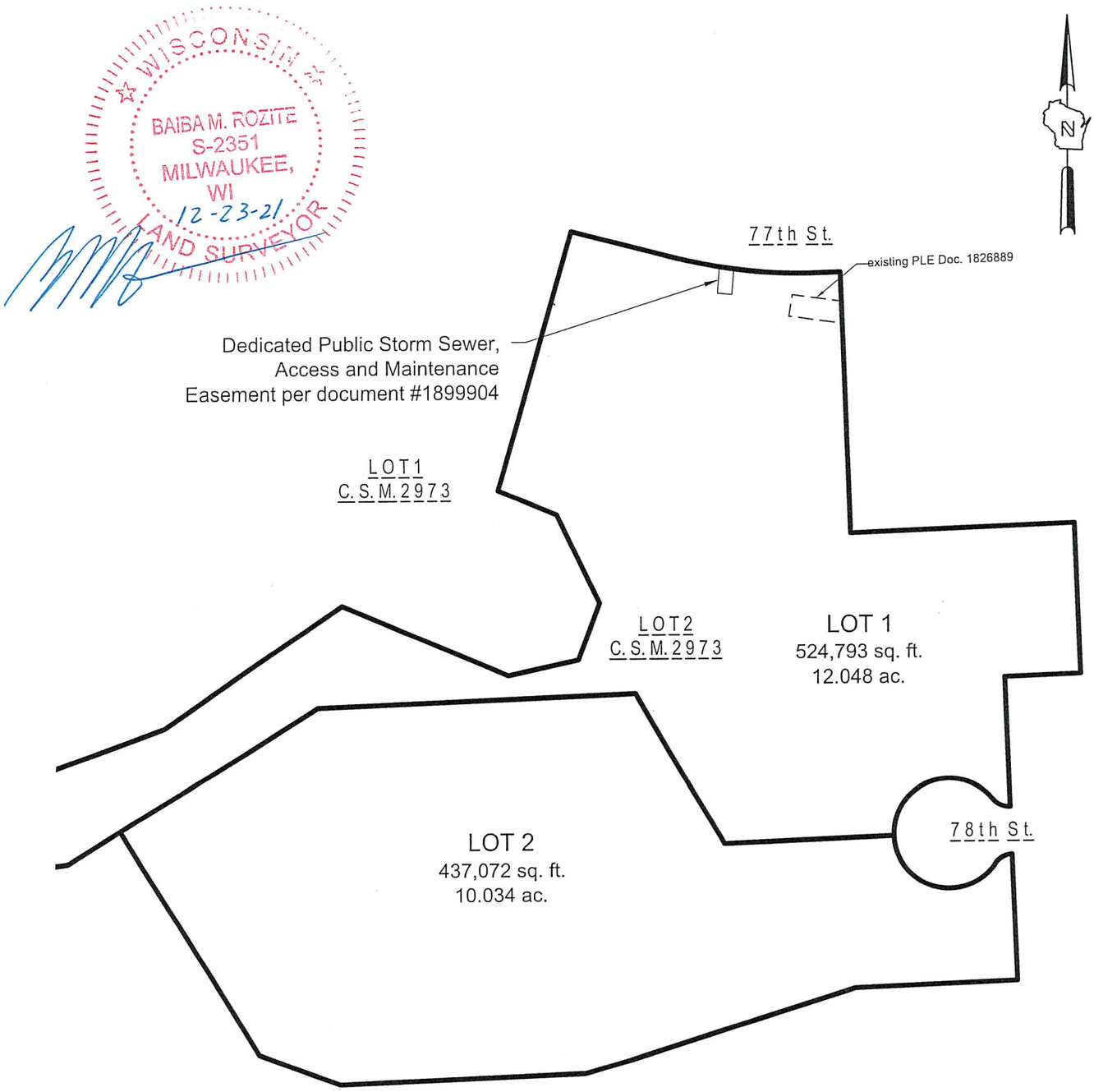
WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
12-23-21
LAND SURVEYOR



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GRAPHIC SCALE
0 200' 400'

DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENTS **PER DOCUMENT #1899904**

PROJECT NUMBER 18303 DRAFTED BY BMR 11-3-21

CERTIFIED SURVEY MAP NO. 3000

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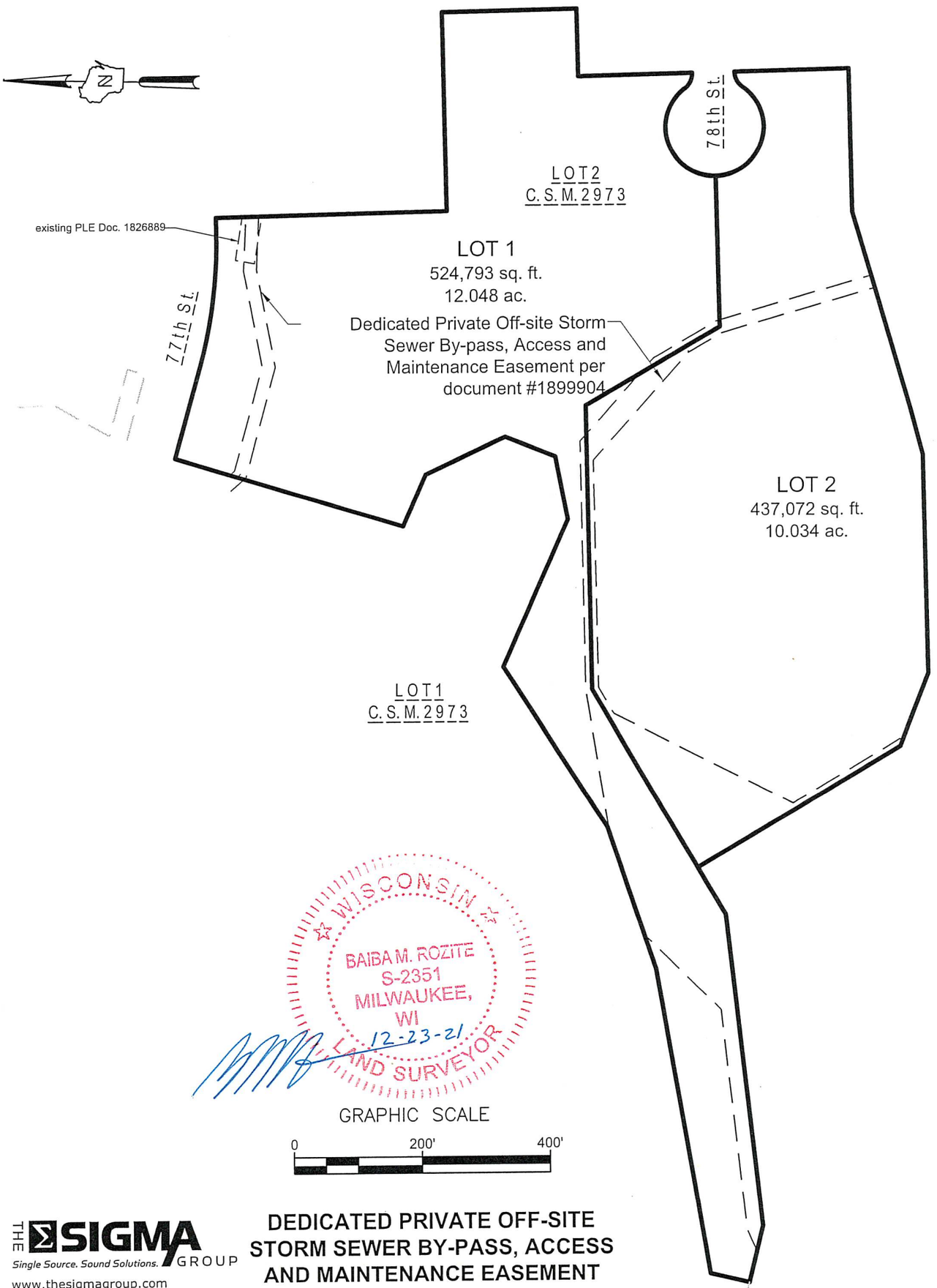

DEDICATED PRIVATE OFF-SITE STORM SEWER BY-PASS, ACCESS AND MAINTENANCE EASEMENT PER DOCUMENT #1899904

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PROJECT NUMBER 18303 DRAFTED BY BMR 11-3-21

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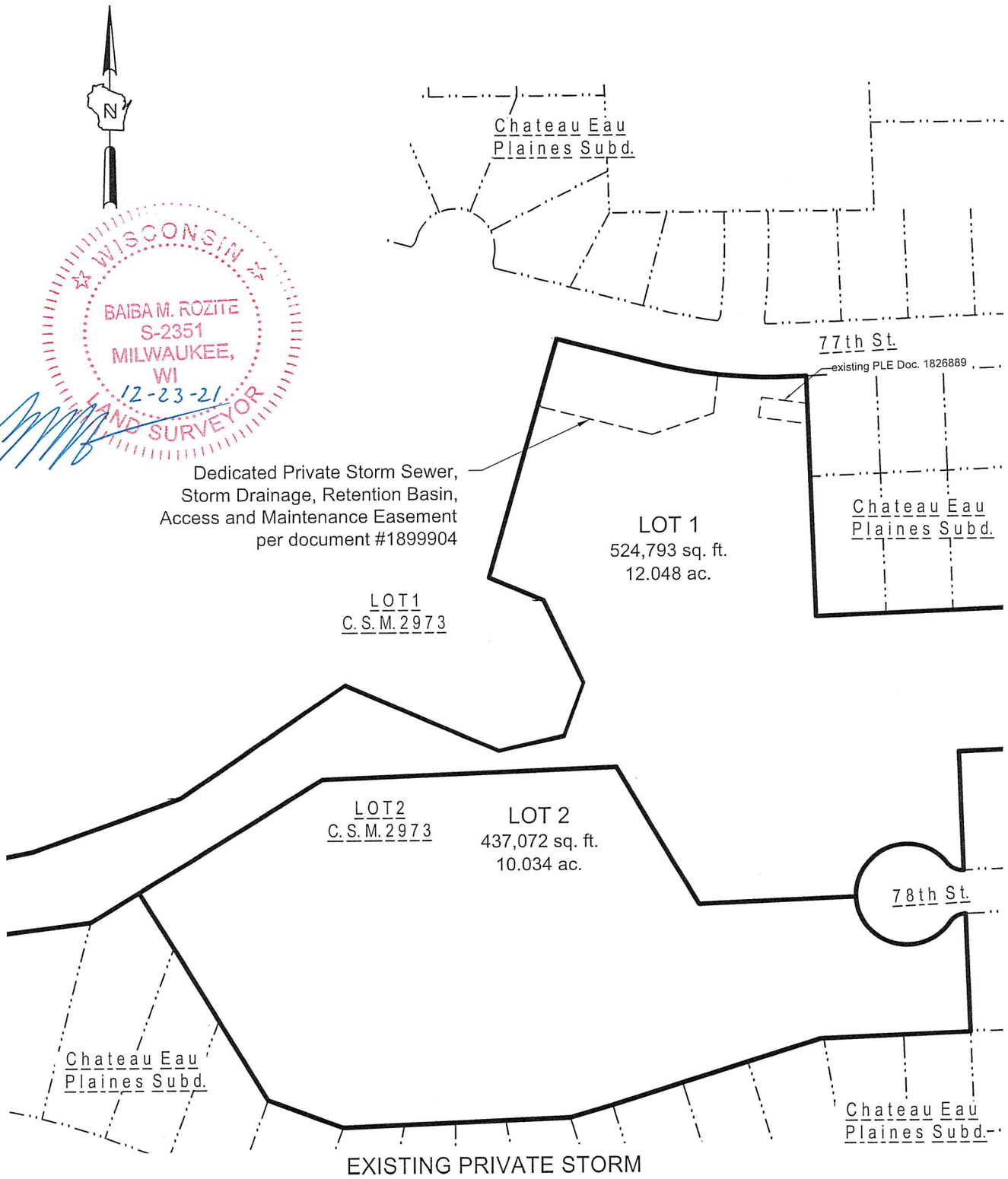

EXISTING PRIVATE STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENTS **PER DOCUMENT #1899904**

GRAPHIC SCALE

0 200' 400'

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PROJECT NUMBER 18303 DRAFTED BY BMR 11-3-21

Sheet 6 of 14

CERTIFIED SURVEY MAP NO. 3000

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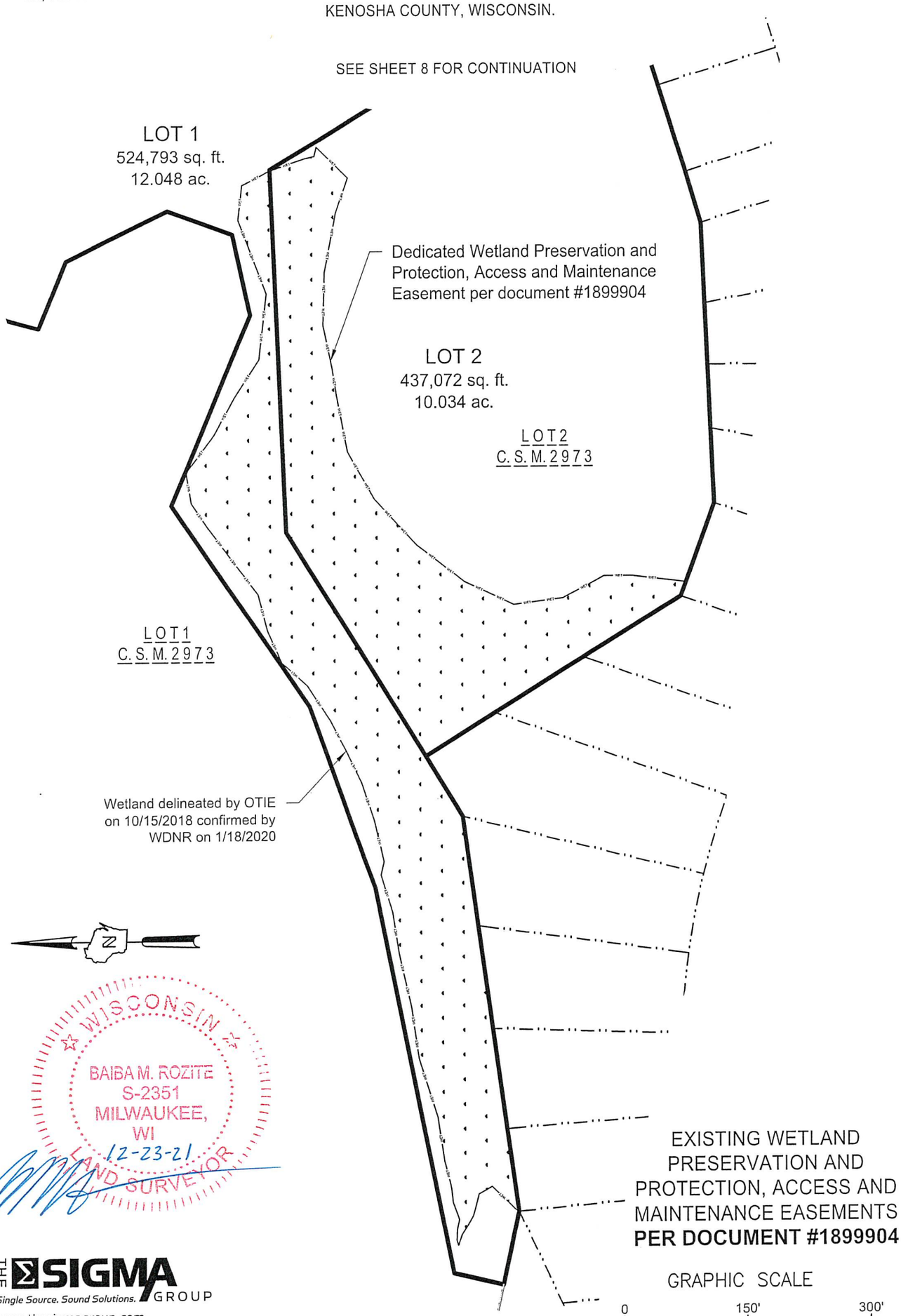
SEE SHEET 8 FOR CONTINUATION



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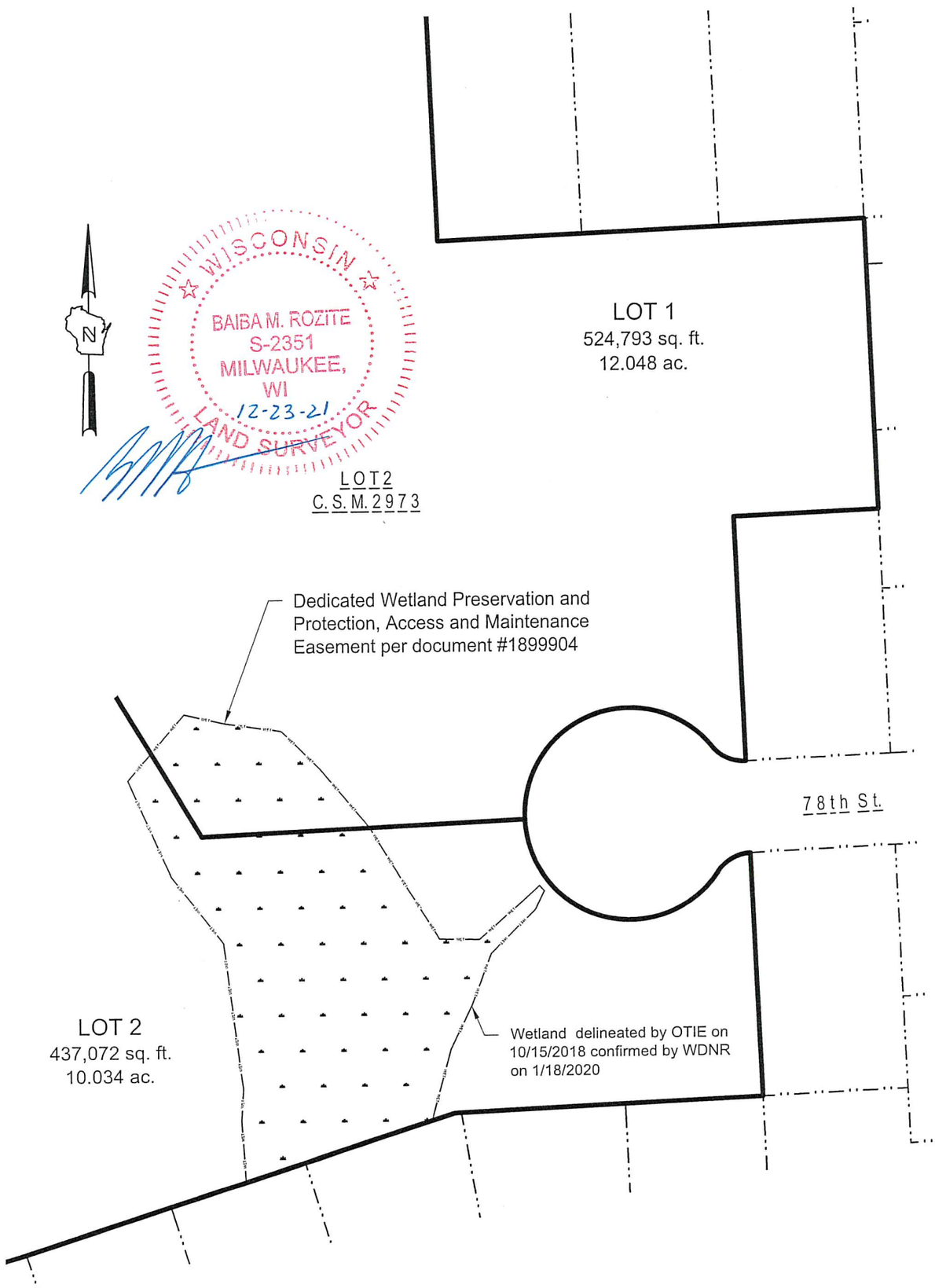

EXISTING WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS PER DOCUMENT #1899904

GRAPHIC SCALE
0 100' 200'

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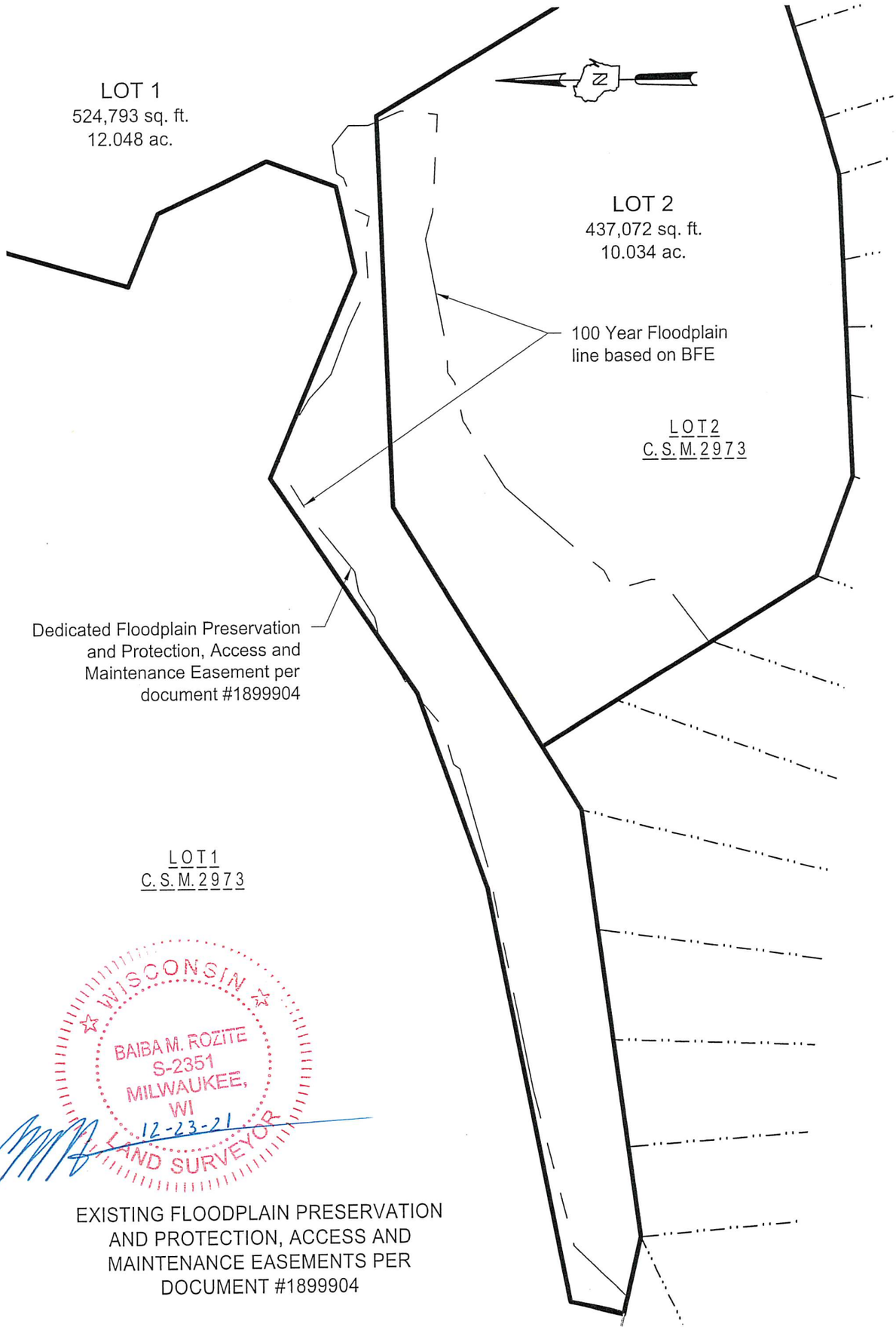

EXISTING FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS PER DOCUMENT #1899904

GRAPHIC SCALE

0 150' 300'

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CORPORATE OWNER'S CERTIFICATE

FRED–SENIOR LOT 2, LLC, A WISCONSIN LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH CHAPTER 236 WIS. STATS.

FRED–SENIOR LOT 2, LLC, DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF PLEASANT PRAIRIE

THIS AGREEMENT SHALL BE BINDING ON THE UNDERSIGNED AND ASSIGNS.

IN WITNESS WHEREOF, FRED–SENIOR LOT 2, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AT _____, _____, THIS _____ DAY OF

_____, 20_____.

BY:
FRED–SENIOR LOT 2, LLC,
A WISCONSIN LIMITED LIABILITY COMPANY

BY: FRED–PLEASANT PRAIRIE PARTNERS, LLC,
ITS MANAGER

BY: FIDUCIARY DEVELOPMENT, LLC,
ITS MANAGER

BY: FIDUCIARY REAL ESTATE DEVELOPMENT, INC.,
ITS MANAGER

BY: _____
STEVEN J. BERSELL, VICE PRESIDENT & COO

STATE OF _____)
)SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF _____, 20_____, STEVEN J. BERSELL, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE VICE PRESIDENT & COO OF FRED–SENIOR LOT 2, LLC, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT.

_____

(SEAL) NOTARY PUBLIC, STATE OF _____

MY COMMISSION EXPIRES _____.

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
12-23-21
SURVEYOR

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PROJECT NUMBER 18303 DRAFTED BY BMR 11-3-21

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NOTES:

1. Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1927, with the North line of the NE $\frac{1}{4}$ of Section 7, Town 1 N, Range 22 E bearing N89°35'11"E .

2. Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

3. Distances measured to the nearest 0.01'. Angles measured to the nearest 01".

4. Wetlands delineated by Oneida Total Integrated Enterprises (OTIE) on 10/15/2018, confirmed by WDNR on 1/18/2020.

5. Vertical datum for the project survey is USGS NAVD88 using a benchmark of the Northeast corner of Section 7-1-22, concrete monument. Measured elevation 699.40

6. Property falls within ***Zone AE (Special Flood Hazard Areas) & Zone X (Areas determined to be outside the 0.2% annual chance floodplain)***, per FEMA FIRM Panels 55059C179D, 55059C183D, 55059C187D, 55059C191D, all with effective dates of 6/19/2012, 100 year floodplain lines shown based on BFE (Base Flood Elevation) as obtained by survey data or based on BFE and future LOMR_F to be submitted after filling is completed.

7. This Certified Survey Map was prepared for FRED-Senior Lot 2, LLC, a Wisconsin limited liability company, 789 North Water Street, Milwaukee, WI 53202.

8. Lots 1 and 2 of this CSM shall be combined into one property pursuant to Section 420-139 D of the Village Zoning Ordinance upon termination of TID #8.

PLAN COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this ~~27th~~ 23rd day of ~~December~~ November, 2021.

Michael J. Serpe, Chairman

VILLAGE BOARD APPROVAL:

Resolved that this Certified Survey Map, being a redivision of all of Lot 2 of Certified Survey Map No. 2973, recorded May 25, 2021 as Document No. 1899904, being in the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 7 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 ~~27th~~ 6th day of December, 2021.

John P. Steinbrink, Village President

ATTEST:

Jane C. Snell, Village Clerk

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
12-23-21
LAND SURVEYOR

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CERTIFIED SURVEY MAP NO. 3000

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1. **Dedicated Public Street.** The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) were dedicated, given, granted and conveyed by either previous landowners or by FRED-Pleasant Prairie Partners, LLC (referred to as "FRED") to the Village of Pleasant Prairie, (the "Village") its successors and assigns as it pertains to 77th Street for the construction, installation, repair, alteration, replacement, planting and maintenance activities for the public roadway improvements, public uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, water system improvements, sanitary sewerage system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress. Such fee interest is subject to a temporary construction easement right granted by the Village to the Owners for the same construction, installation, repair, alteration, replacement, planting and maintenance activities for the public roadway improvements, public uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, water system improvements, sanitary sewerage system improvements, pavement improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the Land Division and Development Control Agreement on file with the Village Clerk. The temporary construction easement shall terminate upon final completion of the public roadway improvements, warranty period expiration and final acceptance by the Village.

Such fee interest also provides for the continuing Lot 1 and 2 Owner's obligations within the public street terrace areas of the street rights-of-way for the mowing, watering and maintenance of grass, and for the pruning and replanting of public street trees; picking up of trash and debris to avoid a nuisance conditions; the construction, maintenance and snow plowing of private driveways and sidewalks; and the payment of electric and facility maintenance charges for abutting public street lights.

In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot 1 and 2 Owners or of any Property Owner's Association created by FRED pursuant to the Dedicated Public Street and Lot Owners maintenance or easement rights and obligations identified herein, the rights of the Village shall be deemed to be superior.

2. **Dedicated Public Street - 78th Street Cul-de-sac.** The fee interest in the 78th Street cul-de-sac area shown as a Dedicated Public Street on this CSM was dedicated, given, granted and conveyed by FRED to the Village as it pertains to the 78th Street cul-de-sac located west of 105th Avenue for the future construction, installation, repair, alteration, replacement, planting and maintenance activities for the public roadway improvements, public uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks-if applicable, street signs, street lights, street trees, water system improvements, sanitary sewerage system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress.

Such fee interest is subject to a temporary easement right granted by the Village to FRED for their obligation to fill in the wetlands, grade and vegetatively stabilize the land area within the 78th Street cul-de-sac. The temporary easement shall terminate upon final completion and stabilization of the 78th Street cul-de-sac land area, warranty period expiration and final acceptance by the Village.

3. **Dedicated Private Storm Sewer, Storm Water Drainage, Retention Basins, Access and Maintenance Easement**. Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated Private Storm Sewer, Storm Water Drainage, Retention Basins, Access and Maintenance Easement, as shown on Lots 1, and 2 of this CSM, were previously dedicated, given granted and conveyed by FRED as document #1899904 to the Village for the purposes of storm sewer, storm water drainage, and retention basins grading, construction, installation, inspection, planting, lighting, irrigation, aerators/fountains installation and related maintenance and for all related ingress and egress of the Easement areas. These Easements granted to the Village shall be exclusive, except for: (1) other such Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the retention basins and storm sewer construction and maintenance; aerators/fountains installation and maintenance; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Owners.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

4. **Dedicated Private Off-Site Storm Sewer By-Pass, Access and Maintenance Easement**. Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated Private Off-Site Storm Sewer By-Pass, Access and Maintenance Easement, on Lots 1 and 2 on this CSM, were previously dedicated, given granted and conveyed by FRED as document #1899904 to the Village for the purposes of constructing, grading, installing, operating, inspecting, repairing, cleaning, planting, and maintaining private storm water drainage and conveyance facilities, including underground storm sewer utility improvements, manholes, inlets, and above ground open channels, swales, and associated appurtenances, and for all related ingress and egress of the Easement areas. These Easements granted to the Village shall be exclusive, except for: (1) other such Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the open channel and storm sewer construction and maintenance; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Lot Owners.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements, other than the maintenance of the public storm cross culvert piping located in the public rights-of-way that is connecting the private storm sewers. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

5. **Dedicated Public Storm Sewer, Access and Maintenance Easement.** Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Public Storm Sewer, Access and Maintenance Easement, on Lot 1 and Lot 2 on this CSM, were previously dedicated, given, granted, and conveyed by FRED as document #1899904 to the Village, for the purposes of storm sewer, and storm water drainage grading, construction, installation, inspection, planting, lighting, irrigation, aerators/fountains installation and related maintenance and for all related ingress and egress of the Easement areas. These Easements granted to the Village shall be exclusive, except for: (1) other such Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the storm sewer and storm water drainage construction and maintenance; aerators/fountains installation and maintenance; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Owners.

CERTIFIED SURVEY MAP NO. 3000

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2973, RECORDED MAY 25, 2021 AS DOCUMENT NO. 1899904, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

The elevation of the existing ground surface within the Easement areas shall only be altered in accordance with written approval granted by the Village. Upon any land disturbance activities, the Owners shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to land disturbance within the Easement areas so that it does not interfere with the purpose of the Village's utilities and the use of such Easements as granted to the Village. No landscaping, buildings, fences, signage, driveways, parking lots or structures of any kind shall be placed within the Easement areas without the prior written approval of the Village and subject to any conditions as may be imposed by the Village. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

6. **Dedicated Wetland Preservation and Protection, Access and Maintenance Easement.** Nonexclusive easements coextensive within the areas shown as a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement, on this CSM, were previously dedicated, given, granted and conveyed by FRED as document #1899904 to the Village for wetland conservancy preservation and protection, maintenance purposes and uses, removal of dead or rotted plants or trees or evasive plant life, and for related ingress and egress. Unless permitted by the appropriate federal, state or local agency, there shall be no filling, wetland cutting, grading or disturbance to the protected wetland areas.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

7. **Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement.** Nonexclusive easements coextensive within the areas shown as a Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement, on this CSM, were previously dedicated, given, granted and conveyed by FRED as document #1899904 to the Village for floodplain conservancy preservation and protection, maintenance purposes and uses, removal of dead or rotted plants or trees or evasive plant life, and for related ingress and egress. Unless permitted by the appropriate federal, state or local agency, there shall be no filling, grading or disturbance to the floodplain areas.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

Restrictive Covenants

1. **Public Street Trees**. FRED-Pleasant Prairie Partners, LLC ("FRED") hereby covenants that the Lot 1 Owner(s) shall have the obligation of planting, maintaining and replacing the Public Street Trees, abutting the Owners properties, located within the 77th Street as shown on this CSM. Such planting and maintenance shall include without limitation and as needed to include Public Street Tree planting, staking, mulching, weeding, pruning, watering; replanting dead, diseased or missing trees; and removing of trash, debris, leaves and brush around the Public Street Trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, marketing flyer boxes, parking lot areas, structures or fences shall be erected within the street rights-of-way areas, which might damage the Public Street Trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village and subject to any conditions that the Village may impose. This covenant shall run with the land, shall be binding upon the Lot 1 Owner(s), its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner(s) of Lots 1 and shall benefit and be enforceable by the Village. Such Public Street Tree and maintenance shall be performed regularly, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such Public Street Tree related maintenance activities, the Lot 1 Owner(s), whose lot abuts the Public Street Tree area, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner(s) as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

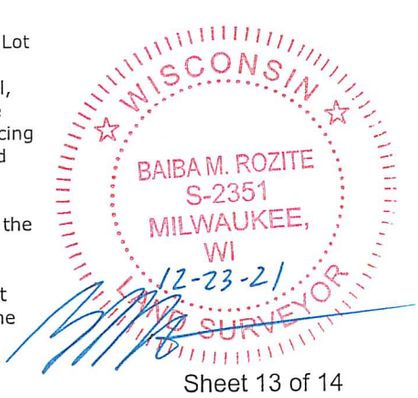
2. **Public Street Terrace, Public Sidewalks and Public Street Lights**. FRED hereby covenants that the Lot 1 and 2 Owner(s) shall be responsible for all costs associated with the grading, placement of topsoil, seeding or sodding, watering and mowing, and debris removal within the Public Street Terrace areas abutting their respective Lots shown on this CSM. Such Lot Owner obligations shall be completed to the satisfaction of the Village.

FRED hereby covenants that the Lot 1 and 2 Owner(s), shall be responsible for the repair, replacement and maintenance and the snow and ice removal for the Public Sidewalks abutting Lots 1 and 2. Such Lot Owner obligations shall be completed to the satisfaction of the Village.

FRED hereby covenants that the Lot 1 and 2 Owner(s) shall be responsible for the payment of the Public Street Lights WE Energies monthly electrical energy and facility maintenance charges and costs, which will be billed by the Village to the Lot 1 and 2 Owner(s) for all of the Public Street Lights benefiting the Lots in accordance with the Street Lighting District requirements as adopted by the Village. Such payment obligations shall be made to the satisfaction of the Village.

To the extent that the Village performs any such Public Street Terrace or Public Sidewalk maintenance activities or makes any Public Street Light payments, the Lot 1 and 2 Owner(s) shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 and 2 Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law.

3. **Private Storm Water Drainage, Storm Sewer and Retention Basins areas**. FRED hereby covenants that the lot Owners of Lot 1, 3, and 4 of CSM 2973 recorded as document #1899904, and Lot 1 and 2 of this CSM, shall be responsible for all costs associated with maintaining the Private Storm Water Drainage, Storm Sewer and Retention Basin Easement areas shown on this CSM in a functional, neat and nuisance-free condition to handle storm water drainage and flowage through and across the Lots. Such maintenance shall include, without limitation and as needed, cleaning, repairing and replacing storm sewers and appurtenances; cleaning, repairing, re-grading, and maintaining open channels and re-establishing design conveyance capacity; cleaning, repairing, dredging, and maintaining retention basins and outlet structures, and re-establishing design storage capacity; seeding, sodding and maintaining erosion control methods to protect the drainage ways; installing, repairing and replacing the aerators/fountains; removal of trash, debris, leaves, and brush and mowing and weeding to prevent nuisance conditions. No driveways, patios, fences, signage, sidewalks, parking or driveways areas or structures shall be erected within the storm water drainage, storm sewer or retention basin easement areas which blocks, diverts or re-routs the storm water 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.



CERTIFIED SURVEY MAP NO. 3000

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2973, RECORDED MAY 25, 2021 AS DOCUMENT NO. 1899904, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Further, if the Village allows for the placement of signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the lot Owners of Lot 1, 3, and 4 of CSM 2973 recorded as document #1899904, and Lot 1 and 2 of this CSM, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures.

This covenant shall run with the land, shall be binding upon the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904, and Lot 1 and 2 of this CSM their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot Owners and shall benefit and be enforceable by the Village. Such storm water drainage, storm sewer and retention basin maintenance shall be performed regularly by the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904, without public compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such private storm water drainage, storm sewer or retention basin related maintenance activities, the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904 and Lot 1 and 2 of this CSM, 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.

4. **Private Off-Site Storm Sewer By-Pass, Access and Maintenance Easement areas.** FRED hereby covenants that the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904, and Lot 1 and 2 of this CSM shall be responsible for all costs associated with maintaining the Private Off-Site Storm Sewer By-Pass, Access and Maintenance Easement areas shown on this CSM in a functional, neat and nuisance-free condition to handle storm water drainage and flowage through and across the Lots. Such maintenance shall include, without limitation and as needed, cleaning, repairing and replacing storm sewers and appurtenances; cleaning, repairing, re-grading, and maintaining open channels and re-establishing design conveyance capacity; cleaning, repairing, dredging, and maintaining retention basins, retention basin inlet/outlet structures, and re-establishing design storage capacity; seeding, sodding and maintaining erosion control methods to protect the drainage ways; removal of trash, debris, leaves, and brush and mowing and weeding to prevent nuisance conditions. No driveways, patios, fences, signage, parking areas or structures shall be erected within the storm water drainage and retention basin easement areas which blocks, diverts or re-routs the storm water 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. Further, if the Village allows for the placement of signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904, and Lot 1 and 2 of this CSM, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904, and Lot 1 and 2 of this CSM, their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot Owners and shall benefit and be enforceable by the Village. Such storm sewer and storm water drainage related maintenance shall be performed regularly by the Lot Owners of Lots 1, 3, and 4 of CSM 2973, recorded as document #1899904, and Lot 1 and 2 of this CSM, without public compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such private storm sewer by-pass, storm water drainage or related maintenance activities, other than the maintenance of the public storm cross culvert piping located in the public rights-of-way that is connecting the private storm sewers, the Lot Owners of Lot 1, 3, and 4 of CSM 2973, recorded as document #1899904, and Lot 1 and 2 of this CSM, 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.

5. **Public Storm Sewer, Access and Maintenance Easement areas.** FRED hereby covenants that the location of the Public Storm Sewer, Access and Maintenance Easement areas shown on Lot 1 of this CSM, hereby places easement restrictions on Lot 1, wherein said Easements were given, granted and conveyed by FRED to the Village for public storm sewer main discharge locations, maintenance and system improvements; cleaning and televising and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities.

FRED further covenants that there shall be no buildings, signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures of any kind placed within the Easement areas 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. Further, if the Village allows for the placement of signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lot 1 Owner(s), not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot 1 Owner(s), its successors, and assigns.

6. **Wetland Preservation and Protection, Access and Maintenance Easement areas.** FRED hereby covenants that the areas shown as a Wetland Preservation and Protection, Access and Maintenance Easement on Lots 1 and 2 of this CSM, shall be protected and maintained by the Lot 1 and 2 Owners as wetland areas on their respective Lots and that no filling, dredging, plant cutting or mowing, plant removal, (unless the plants are decayed or rotted or invasive), or other activities or conditions detrimental to its function as a wetland preservation and protection area shall occur without written approval of the Village, the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Lot 1 and Lot 2 Owners, its successors, assigns and successors-in-title in their capacity as the Lot 1 and 2 Owners.

To the extent that the Village performs any such wetland maintenance or protection activities, the Lot 1 and 2 Owners, respectfully, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 and 2 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.

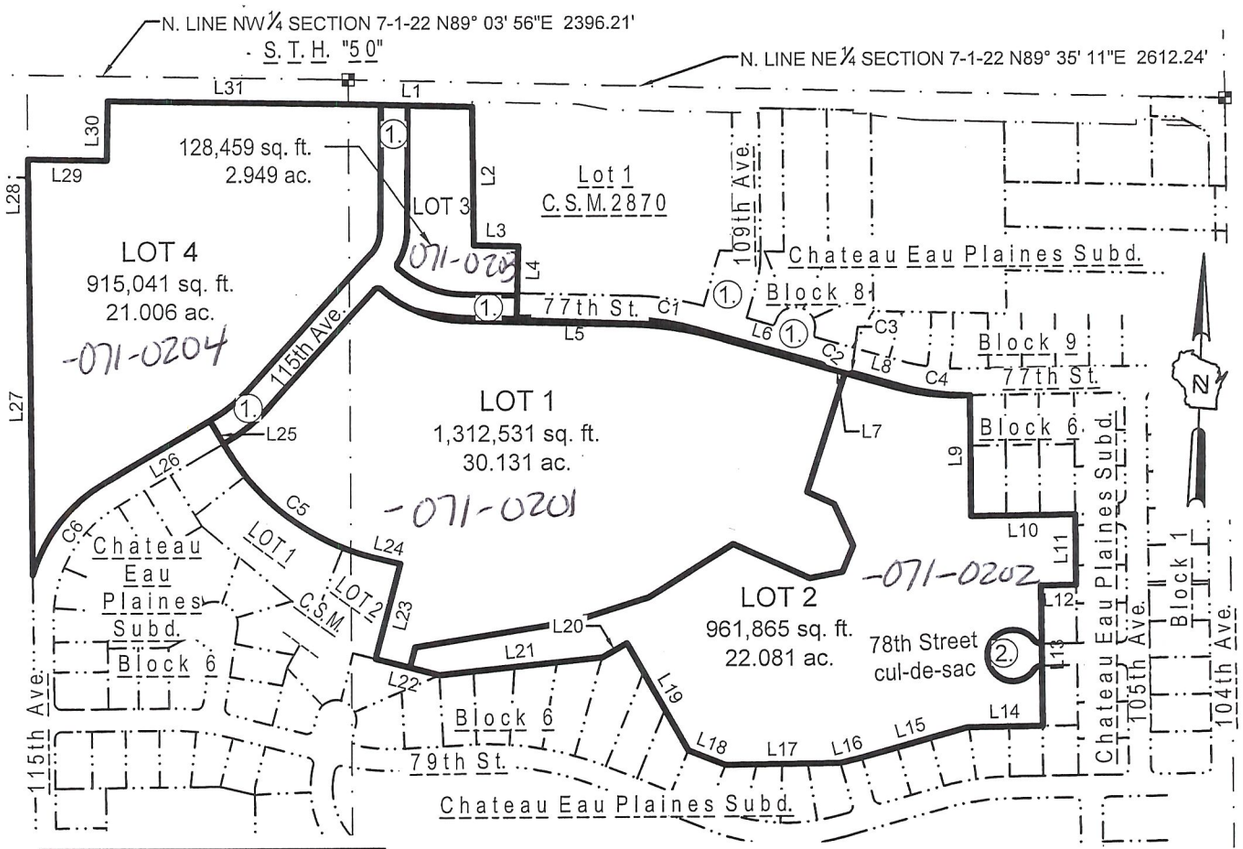
7. **Floodplain Preservation and Protection, Access and Maintenance Easement areas.**
FRED hereby covenants that the areas shown as a Floodplain Preservation and Protection, Access and Maintenance Easement on Lots 1 and 2 of this CSM, shall be protected and maintained by the Lot 1 and 2 Owners as floodplain storage areas on their respective lots and that no filling, dredging, plant cutting or mowing, plant removal, (unless plant-life is decayed or rotted or invasive), or other activities or conditions detrimental to its function as a floodplain preservation and protection area shall occur without written approval of the Village, the Wisconsin Department of Natural Resources or the Federal Emergency Management Agency, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Owners, its successors, assigns and successors-in-title in their capacity as the Lot 1 or 2 Owners.

To the extent that the Village performs any such floodplain maintenance or protection activities, the Lot 1 and 2 Owners, respectfully, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 and 2 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.

Doc. #1899904
recorded on 5/25/21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



EXTERIOR BOUNDARY LINE TABLE		
Line #	Length	Direction
L1	368.54	N89° 38' 47"E
L2	409.39	S2° 27' 14"E
L3	132.19	N89° 34' 49"E
L4	215.95	S0° 24' 49"E
L5	348.83	N89° 34' 49"E
L6	382.99	S75° 46' 35"E
L7	75.60	S75° 46' 33"E
L8	143.53	S75° 46' 33"E
L9	360.49	S2° 27' 11"E
L10	310.00	N87° 32' 49"E
L11	210.50	S2° 27' 11"E
L12	105.00	S87° 39' 29"W
L13	421.20	S2° 27' 11"E

EXTERIOR BOUNDARY LINE TABLE		
Line #	Length	Direction
L14	224.09	S87° 32' 49"W
L15	326.60	S72° 32' 50"W
L16	66.02	S73° 55' 33"W
L17	341.68	S87° 32' 49"W
L18	120.00	N69° 57' 11"W
L19	366.57	N31° 44' 17"W
L20	84.87	S58° 15' 43"W
L21	487.55	S82° 16' 29"W
L22	195.58	N77° 27' 11"W
L23	295.41	N12° 39' 03"E
L24	90.00	N77° 27' 11"W
L25	100.00	N32° 27' 11"W
L26	363.38	S57° 32' 49"W

EXTERIOR BOUNDARY LINE TABLE		
Line #	Length	Direction
L27	1010.35	N2° 27' 11"W
L28	232.90	N2° 22' 53"W
L29	234.39	N89° 03' 56"E
L30	175.97	N0° 55' 24"W
L31	716.09	N89° 01' 42"E

(1.) indicates Dedicated Public Street

(2.) indicates Dedicated Public Street - 78th St. cul-de-sac.

See Sheets 31 through 34 for Dedication and Easement Provisions.

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

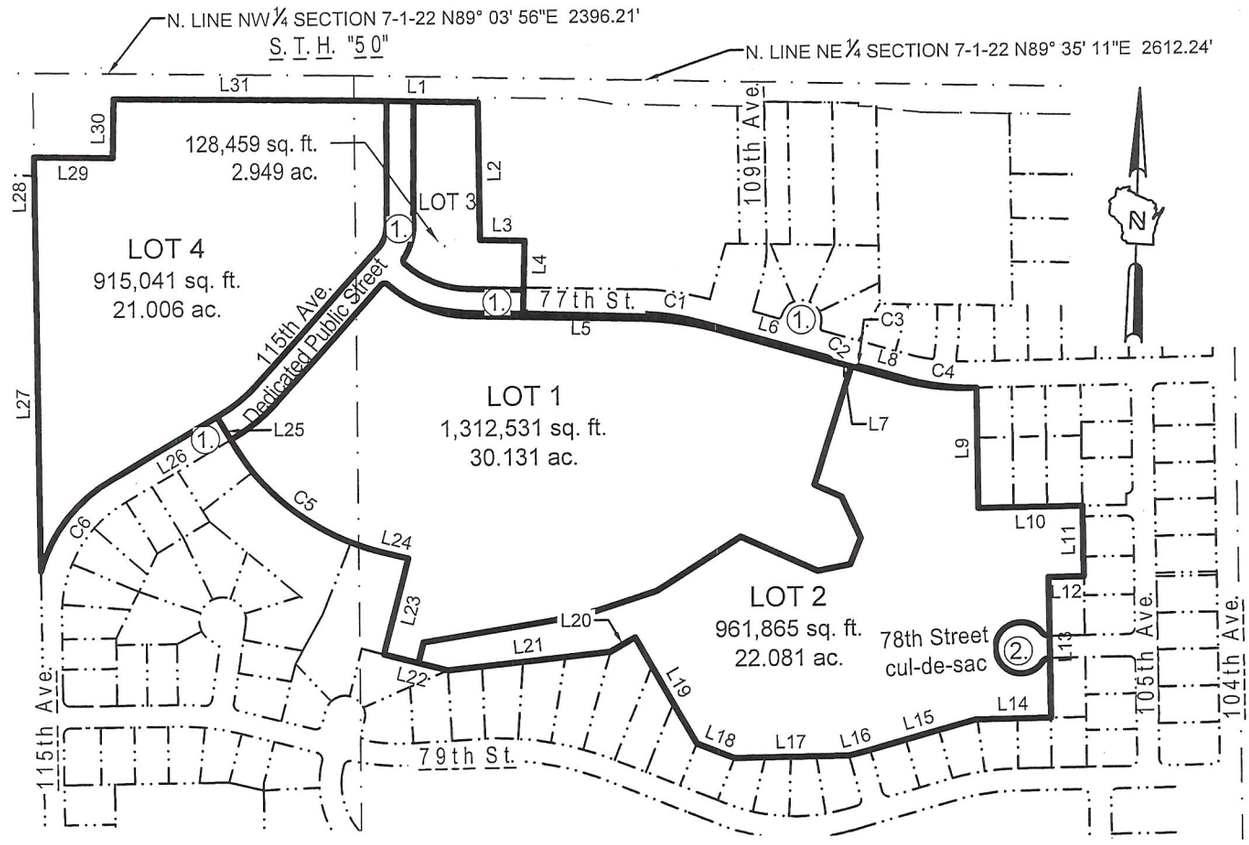
OVERVIEW SHEET/
VICINITY MAP
EXTERIOR BOUNDARY
CURVE DATA ON SHEET 2

GRAPHIC SCALE
0 500' 1000'

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



1. indicates Dedicated Public Street

2. indicates Dedicated Public Street - 78th St. cul-de-sac.

See Sheets 31 through 34 for Dedication and Easement Provisions.

PREPARED FOR:
FRED-Pleasant Prairie Partners, LLC 789 North Water Street, Milwaukee, WI 53202

EXTERIOR BOUNDARY CURVE DATA TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	190.60	745.10	14°39'25"	S83° 05' 20"E	190.09
C2	17.26	20.00	49°27'30"	S51° 02' 48"E	16.73
C3	17.26	20.00	49°27'30"	N79° 29' 42"E	16.73
C4	208.19	715.70	16°40'01"	S84° 06' 43"E	207.46
C5	549.77	700.00	44°59'59"	N54° 57' 11"W	535.75
C6	357.29	473.01	43°16'45"	S35° 54' 26"W	348.86

WISCONSIN
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5-07-21
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GRAPHIC SCALE
0 500' 1000'

CURVE DATA

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
):SS
MILWAUKEE COUNTY)

I, BAIBA M. ROZITE, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped Lots 16 - 80, 90 - 96, 101 - 106, 117 - 128 in Block 6; Outlot 1 and Lots 1-18 in Block 7; part of Lots 3 , 9 and 10, and all of Lots 1-2, 11 - 15 in Block 8; Lots 1 - 4 in Block 9; and vacated streets adjacent, all in CHATEAU EAU PLAINES, a subdivision, and lands in the NE, SE, NW and SW 1/4s of the NE 1/4 and the NE and SE 1/4 of the NW 1/4 of Section 7, Town 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the North 1/4 corner of said Section 7; thence South 2°04'49" East, 74.58 feet along the west line of the Northeast 1/4 of said Section 7 to the south line of S.T.H. "50" and to the point of beginning;

Thence North 89°38'47" East, 368.54 feet along said south line to the west line of Lot 1 of Certified Survey Map No. 2870; thence South 2°27'14" East, 409.39 feet along said west line to a south line of said Lot 1; thence North 89°34'49" East, 132.19 feet along said south line to a west line of said Lot 1; thence South 0°24'49" East, 215.95 feet along said west line and its southerly extension to the southerly line of 77th Street; thence North 89°34'49" East, 348.83 feet along said southerly line to the beginning of a 745.10 foot radius curve to the right whose chord bears South 83°05'20" East, 190.09 feet; thence southeasterly 190.60 feet along the arc of said curve and said southerly line; thence South 75°46'35" East, 382.99 feet along said southerly line to the beginning of a 20.00 foot radius curve to the right whose chord bears South 51°02'48" East, 16.73 feet; thence southeasterly 17.26 feet along the arc of said curve; thence South 75°46'33" East, 75.60 feet to the beginning of a 20.00 foot radius curve to the right whose chord bears North 79°29'42" East, 16.73 feet; thence northeasterly 17.26 feet along the arc of said curve to the aforesaid southerly line; thence South 75°46'33" East, 143.53 feet along said southerly line to the beginning of a 715.70 foot radius curve to the left whose chord bears South 84°06'43" East, 207.46 feet; thence southeasterly 208.19 feet along the arc of said curve and said southerly line to the northwest corner of Lots 81 and 89 of Block 6 of CHATEAU EAU PLAINES; thence South 2°27'11" East, 360.49 feet along the west lines of said Lots to the centerline of vacated 77th Place; thence North 87°32'49" East, 310.00 feet along said centerline; thence South 2°27'11" East, 210.50 feet along the west line of Lots 97 and 98 of said Block 6 and their northerly extension to the north line of Lot 100 of said Block 6; thence South 87°39'29" West, 105.00 feet along said north line to the west line of said Lot 100; thence South 2°27'11" East, 421.20 feet along the west line of Lots 100 and 107 of said Block 6 to the northeast corner of Lot 112 of said Block 6; thence South 87°32'49" West, 224.09 feet along the north line of Lots 112 and 113 of said Block 6 to the northeast corner of Lot 114 of said Block 6; thence South 72°32'50" West, 326.60 feet along the northerly lines of Lots 114-116 of said Block 6; thence South 73°55'33" West, 66.02 feet along the northerly line of 107th Avenue to the northeast corner of Lot 129 of said Block 6; thence South 87°32'49" West, 341.68 feet along the north line of Lots 129-132 of said Block 6 to the northeast corner of Lot 133 of said Block 6; thence North 69°57'11" West, 120.00 feet along the northeasterly line of said Lot 133 to the northeasterly corner of Lot 134 of said Block 6; thence North 31°44'17" West, 366.57 feet along the northeasterly line of Lots 134-136 of said Block 6; thence South 58°15'43" West, 84.87 feet along the northerly line of said Lot 136 to the northeast corner of Lot 137 of said Block 6; thence South 82°16'29" West, 487.55 feet along the northerly line of Lots 137-140 of said Block 6 to the northeast corner of Lot 143 of said Block 6; thence North 77°27'11" West, 195.58 feet along the northerly line of said Lot 143 to a southeast corner of Lot 2 of Certified Survey Map No. ___; thence North 12°39'03" East, 295.41 feet along the east line of said Lot 2 to the northeasterly line of said Lot 2; thence North 77°27'11" West, 90.00 feet along said northeasterly line to the beginning of a 700.00 foot radius curve to the right whose chord bears North 54°57'11" West, 535.75 feet; thence northwesterly 549.77 feet along the arc of said curve and the northeasterly line of Lots 2 and 1 of said Certified Survey Map No. ____ and Lot 9 of aforesaid Block 6; thence North 32°27'11" West, 100.00 feet along said northeasterly line and its extension to the southeasterly line of 115th Avenue; thence South 57°32'49" West, 363.38 feet along said southeasterly line to the beginning of a 473.01 foot radius curve to the left whose chord bears South 35°54'26" West, 348.86 feet; thence southwesterly 357.29 feet along the arc of said curve and said southeasterly line to the west line of Block 7 of said CHATEAU EAU PLAINES; thence North 2°27'11" West, 1010.35 feet along said west line; thence North 2°22'53" West, 232.90 feet; thence North 89°03'56" East, 234.39 feet; thence North 0°55'24" West, 175.97 feet to the south line of STH "50"; thence North 89°01'42" East, 716.09 feet along said south line to the point of beginning.

Said parcel contains 3,476,707 square feet or 79.814 acres of land, more or less.

THAT I have made the survey, land division, and map by the direction of the owner of said land.

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

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing and mapping the same.

5-07-21

_____(SEAL)
Baiba M. Rozite ,Professional Land Surveyor S-2351

WISCONSIN
BAIBA M. ROZITE
S-2351
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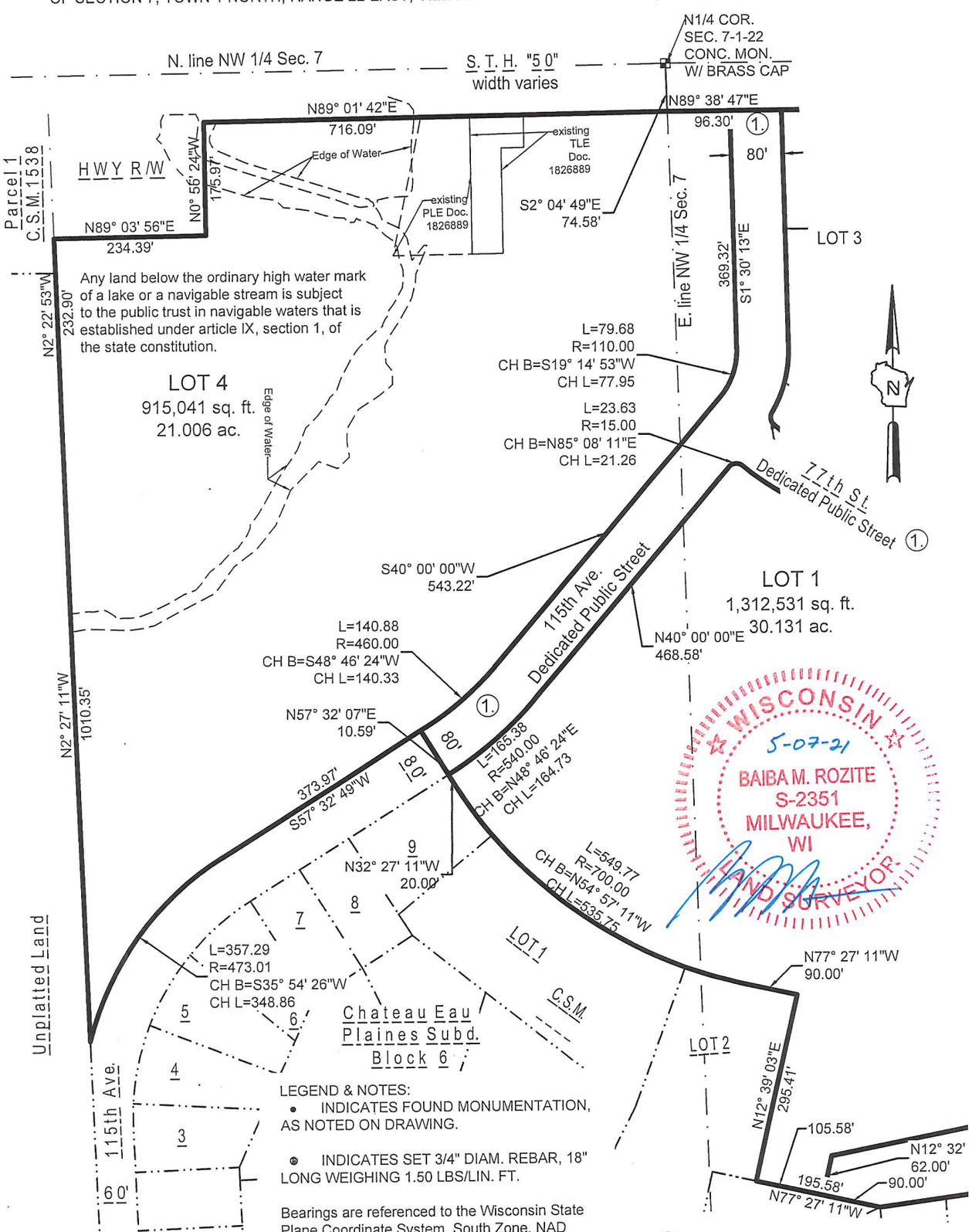
PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LEGEND & NOTES:

• INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.

⊙ INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1927, with the North line of the NE $\frac{1}{4}$ of Section 7, Town 1 N, Range 22 E bearing N89°35'11"E .

Distances measured to the nearest 0.01'. Angles measured to the nearest 01".

See Sheets 31 through 34 for Dedication and Easement Provisions.

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

(1.) indicates Dedicated Public Street

GRAPHIC SCALE

0 200' 400'

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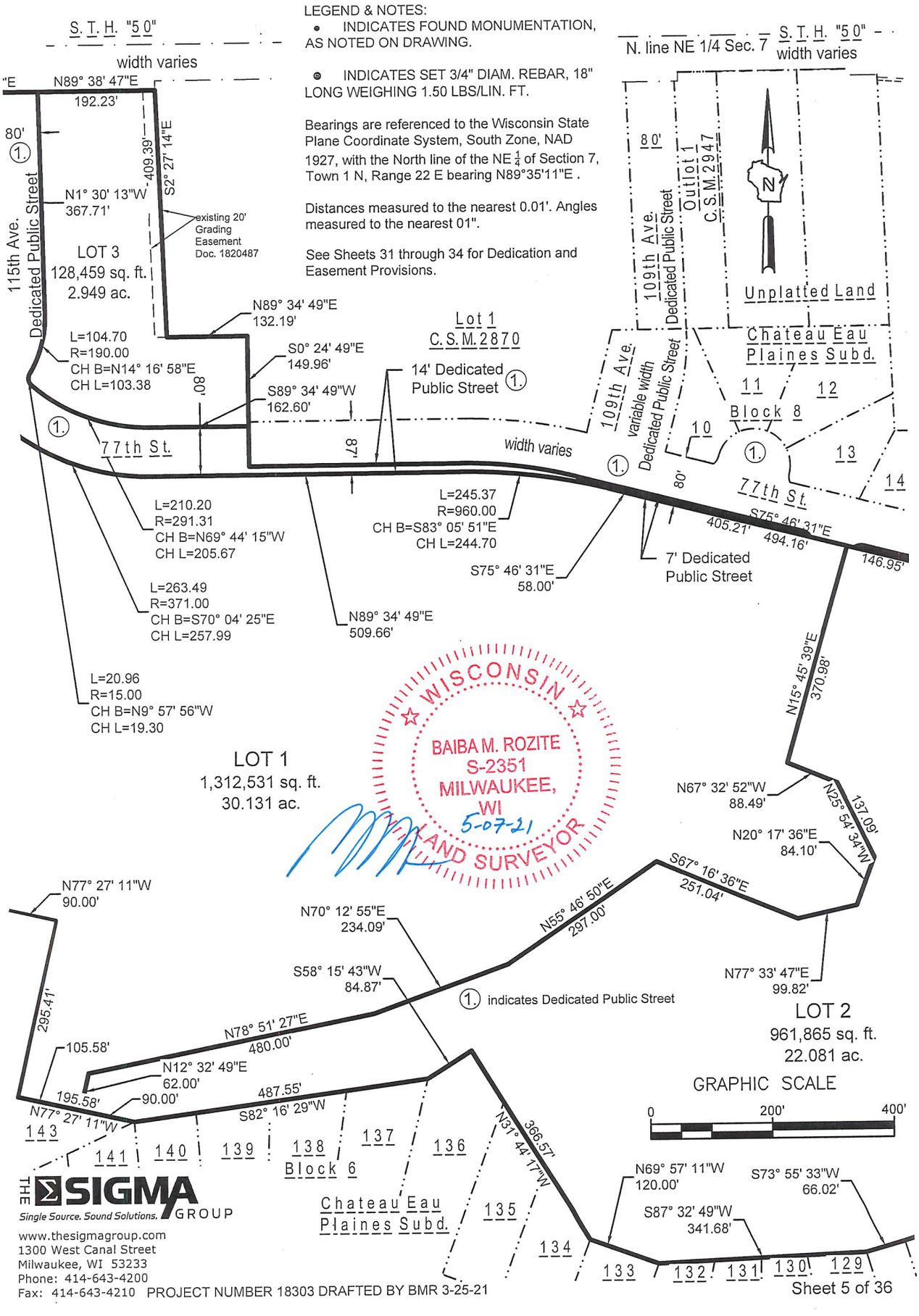
CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



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PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

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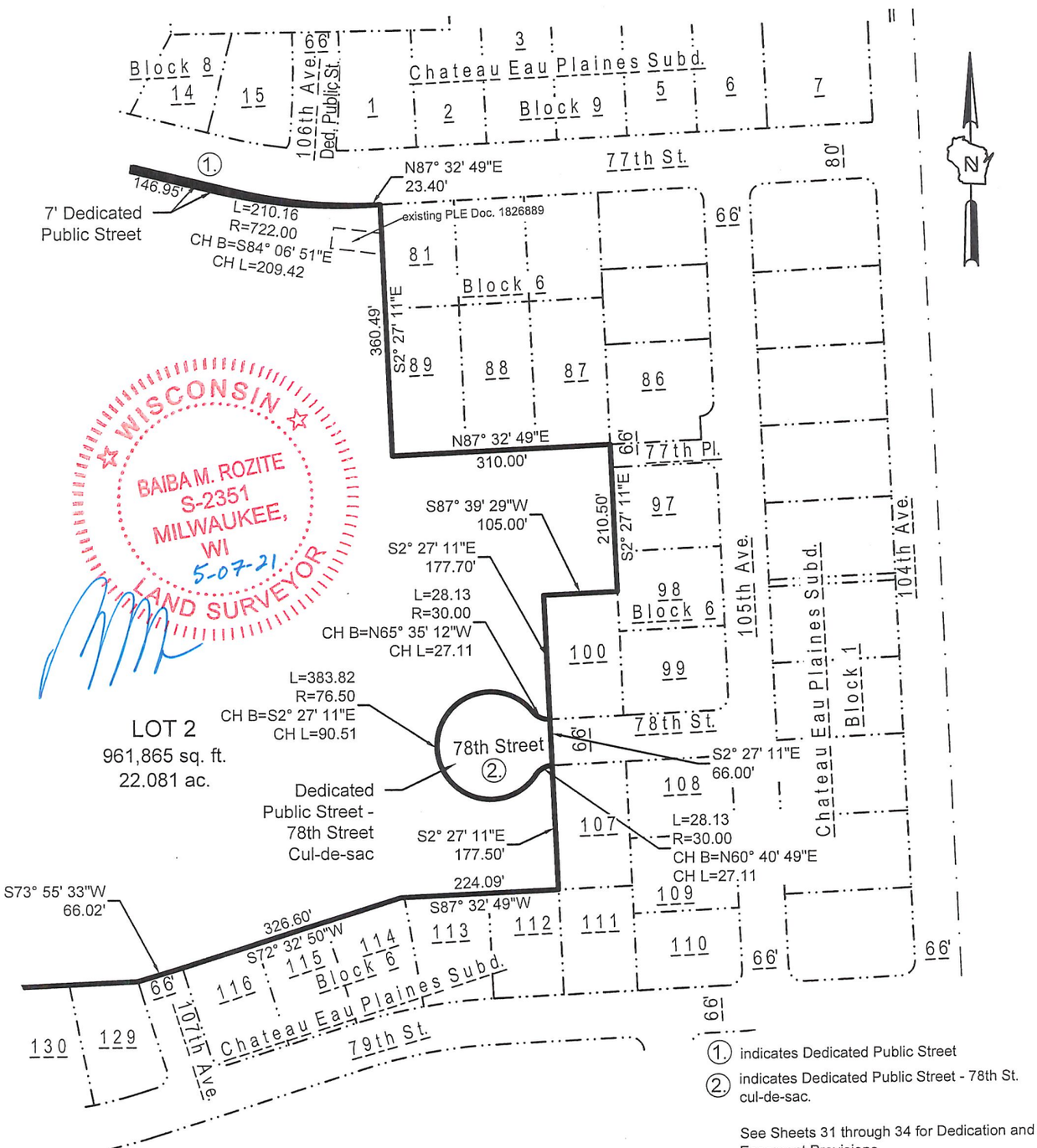

1. indicates Dedicated Public Street

2. indicates Dedicated Public Street - 78th St. cul-de-sac.

See Sheets 31 through 34 for Dedication and Easement Provisions.

LEGEND & NOTES:

• INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.

⊙ INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1927, with the North line of the NE ¼ of Section 7, Town 1 N, Range 22 E bearing N89°35'11"E .

Distances measured to the nearest 0.01'. Angles measured to the nearest 01".

See Sheets 31 through 34 for Dedication and Easement Provisions.

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

GRAPHIC SCALE

0 200' 400'

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CERTIFIED SURVEY MAP NO. 2973

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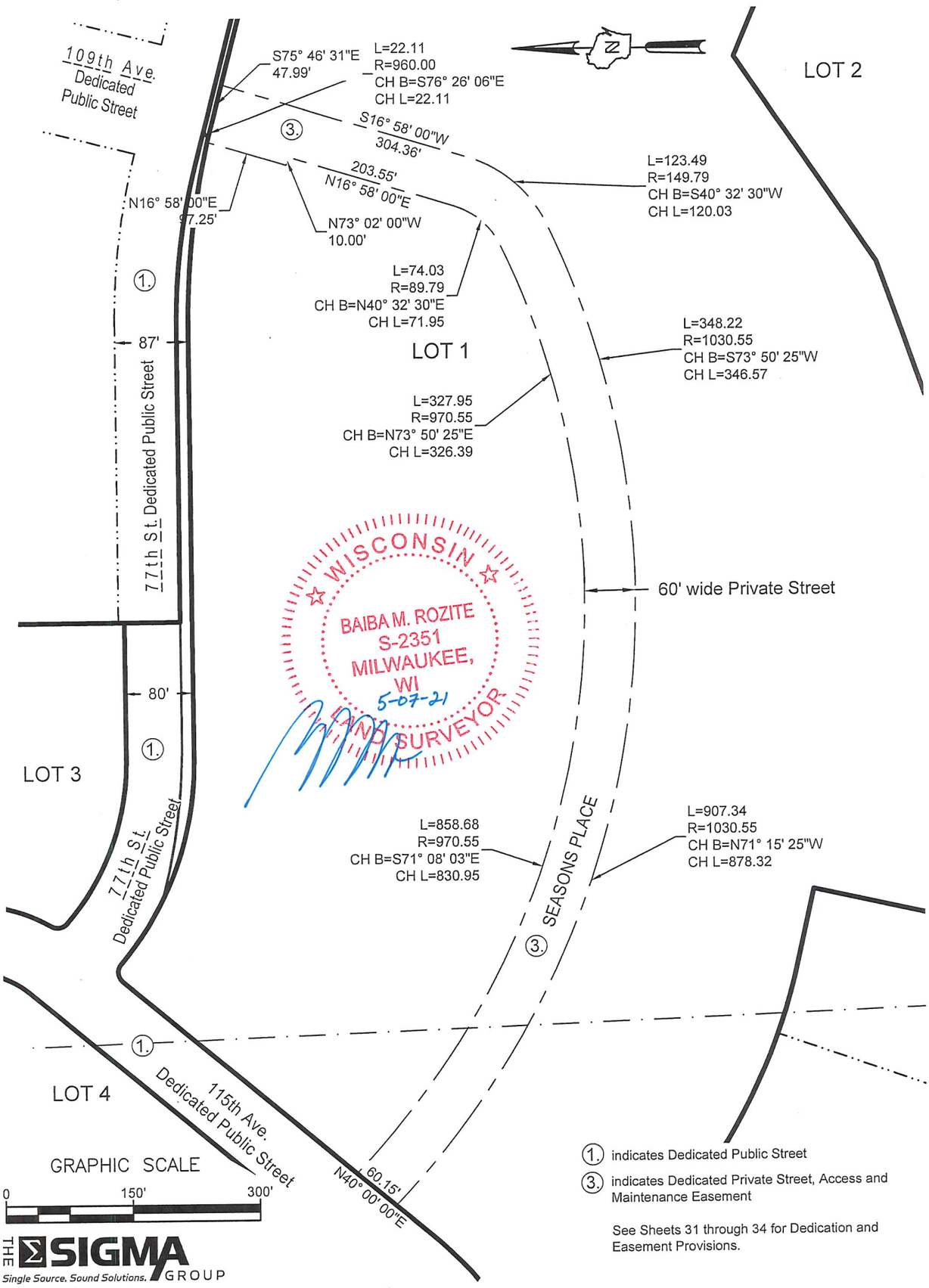

① indicates Dedicated Public Street

③ indicates Dedicated Private Street, Access and Maintenance Easement

See Sheets 31 through 34 for Dedication and Easement Provisions.

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DEDICATED PRIVATE STREET, ACCESS AND MAINTENANCE EASEMENT

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

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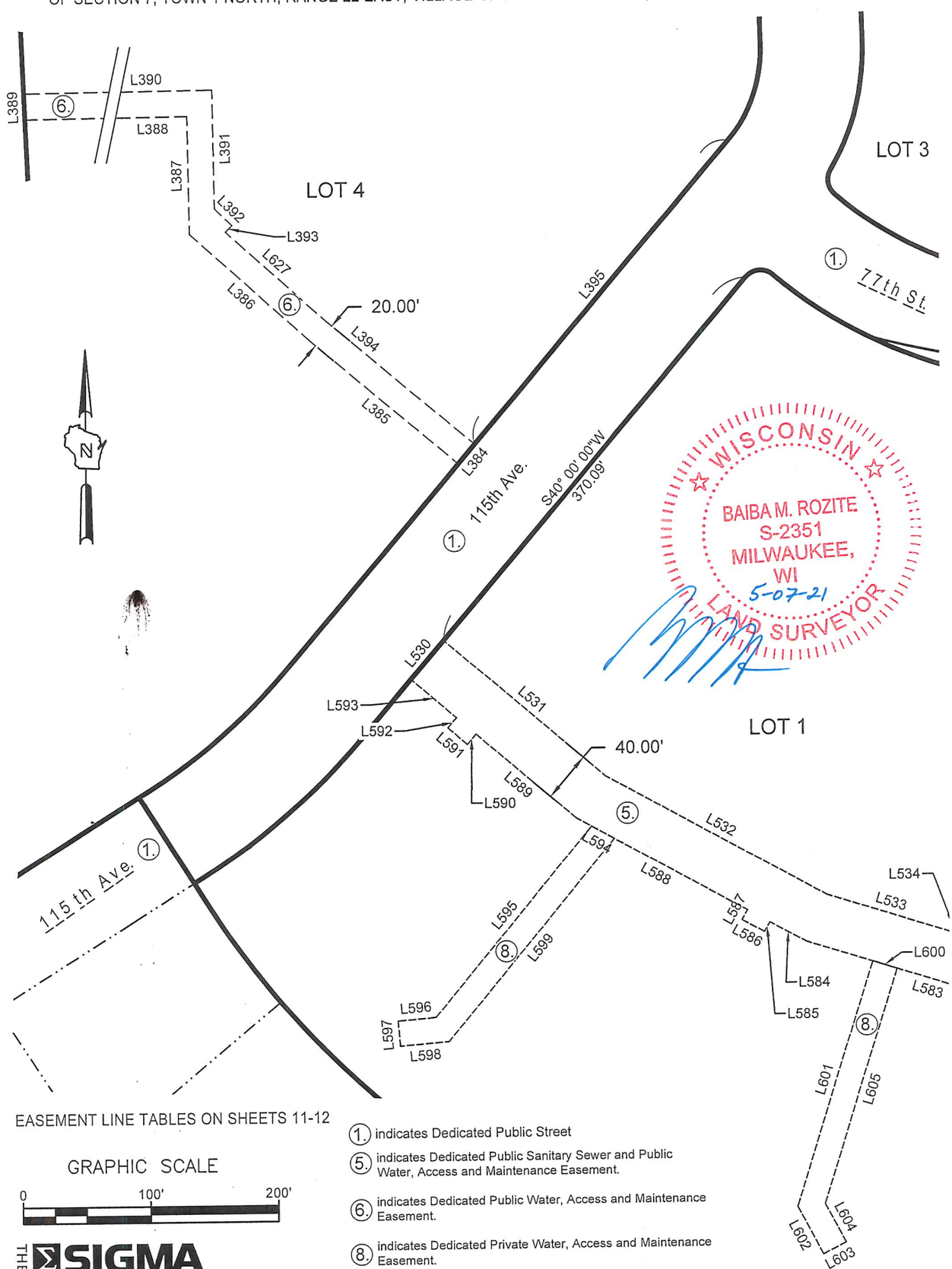

EASEMENT LINE TABLES ON SHEETS 11-12

GRAPHIC SCALE

0 100' 200'

(1.) indicates Dedicated Public Street

(5.) indicates Dedicated Public Sanitary Sewer and Public Water, Access and Maintenance Easement.

(6.) indicates Dedicated Public Water, Access and Maintenance Easement.

(8.) indicates Dedicated Private Water, Access and Maintenance Easement.

See Sheets 31 through 34 for Dedication and Easement Provisions.

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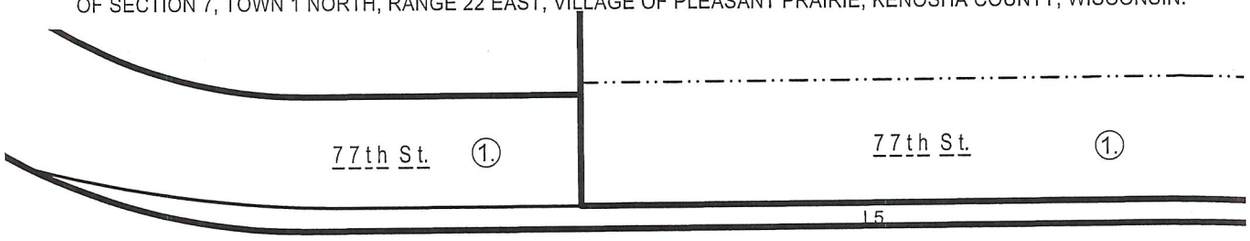
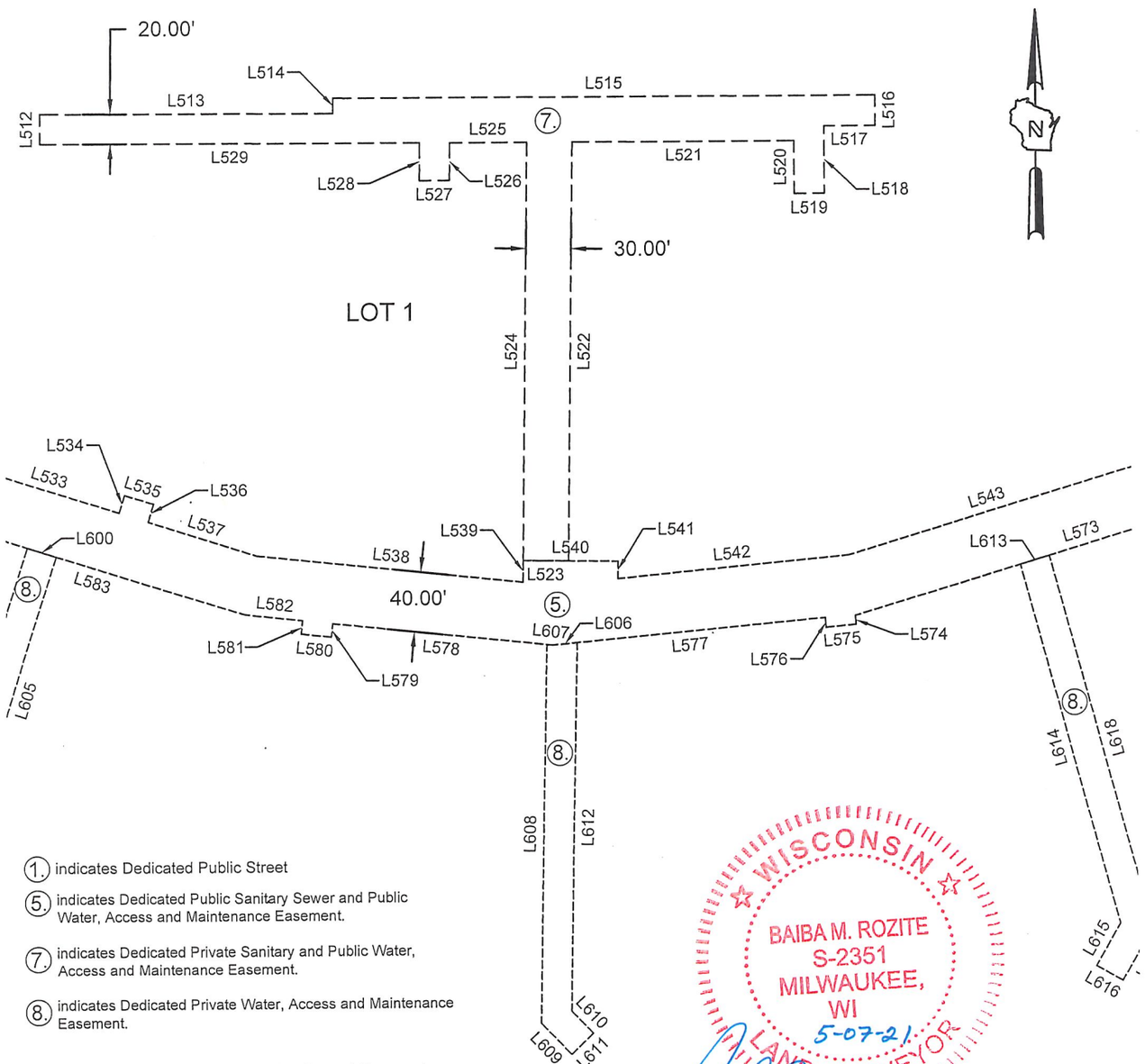
PROPOSED EASEMENTS

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.





(1.) indicates Dedicated Public Street

(5.) indicates Dedicated Public Sanitary Sewer and Public Water, Access and Maintenance Easement.

(7.) indicates Dedicated Private Sanitary and Public Water, Access and Maintenance Easement.

(8.) indicates Dedicated Private Water, Access and Maintenance Easement.

See Sheets 31 through 34 for Dedication and Easement Provisions.

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

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EASEMENT LINE TABLES ON SHEETS 11-12

PROPOSED EASEMENTS

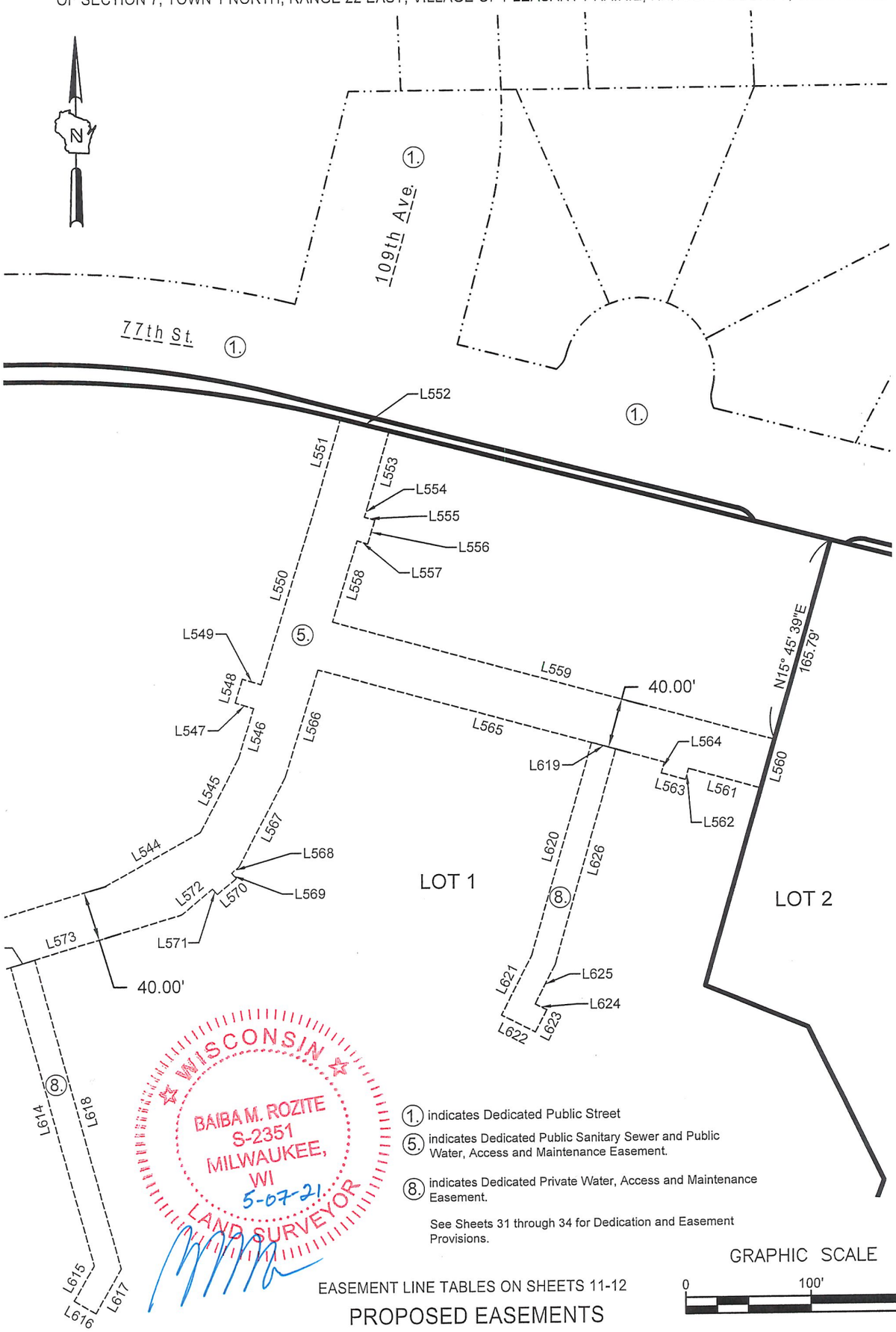
PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

GRAPHIC SCALE

0 100' 200'

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



1. indicates Dedicated Public Street

5. indicates Dedicated Public Sanitary Sewer and Public Water, Access and Maintenance Easement.

8. indicates Dedicated Private Water, Access and Maintenance Easement.

See Sheets 31 through 34 for Dedication and Easement Provisions.

GRAPHIC SCALE

0 100' 200'

EASEMENT LINE TABLES ON SHEETS 11-12

PROPOSED EASEMENTS

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

Sheet 10 of 36

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Line Table		
Line #	Length	Direction
L384	20.00	S40° 00' 00"W
L385	151.34	N50° 00' 00"W
L386	126.46	N48° 00' 00"W
L387	93.44	N0° 54' 50"W
L388	593.75	S89° 05' 11"W
L389	20.01	N2° 25' 30"W
L390	614.28	N89° 05' 11"E
L391	93.25	S0° 54' 50"E
L392	19.33	S45° 16' 10"E
L393	7.50	S44° 43' 50"W
L394	150.99	S50° 00' 00"E
L627	106.26	S48° 00' 00"E

Line Table		
Line #	Length	Direction
L512	20.00	N0° 09' 01"W
L513	193.67	N89° 50' 59"E
L514	10.00	N0° 09' 01"W
L515	358.85	N89° 50' 59"E
L516	20.00	S0° 09' 01"E
L517	33.61	S89° 50' 59"W
L518	45.25	S0° 09' 01"E
L519	20.00	S89° 50' 59"W
L520	35.25	N0° 09' 01"W
L521	147.01	S89° 50' 59"W
L522	278.41	S0° 31' 40"W
L523	30.00	N89° 28' 20"W
L524	278.05	N0° 31' 40"E
L525	51.05	S89° 50' 59"W
L526	25.41	S0° 00' 00"E
L527	20.00	N90° 00' 00"W
L528	25.35	N0° 00' 00"E
L529	250.85	S89° 50' 59"W

Line Table		
Line #	Length	Direction
L530	40.00	N40° 00' 00"E
L531	165.68	S49° 45' 02"E
L532	197.06	S61° 14' 32"E
L533	101.40	S72° 42' 09"E
L534	12.29	N17° 13' 16"E
L535	20.00	S72° 46' 44"E
L536	12.32	S17° 13' 16"W
L537	75.38	S72° 42' 09"E
L538	176.82	S84° 09' 45"E
L539	14.40	N0° 33' 38"E
L540	62.76	S89° 26' 22"E
L541	11.59	S0° 33' 38"W
L542	153.66	N84° 22' 38"E
L543	196.66	N72° 55' 01"E
L544	88.37	N60° 30' 15"E
L545	66.71	N27° 18' 30"E
L546	41.62	N16° 57' 40"E
L547	15.50	N73° 02' 01"W
L548	20.00	N16° 57' 59"E
L549	15.49	S73° 02' 01"E
L550	160.35	N16° 57' 40"E
L551	61.86	N15° 50' 34"E
L552	40.02	S75° 46' 31"E
L553	63.38	S15° 50' 34"W
L554	8.65	S16° 57' 40"W
L555	8.61	S73° 31' 07"E
L556	20.00	S16° 28' 53"W
L557	8.78	N73° 31' 07"W
L558	67.56	S16° 57' 40"W
L559	365.48	S74° 47' 33"E

Line Table		
Line #	Length	Direction
L560	40.00	S15° 45' 39"W
L561	59.91	N74° 47' 33"W
L562	8.91	S15° 12' 27"W
L563	20.00	N74° 47' 33"W
L564	8.91	N15° 12' 27"E
L565	286.41	N74° 47' 33"W
L566	89.76	S16° 57' 40"W
L567	80.76	S27° 18' 30"W
L568	7.73	S49° 47' 37"W
L569	5.75	S40° 12' 23"E
L570	20.00	S49° 47' 37"W
L571	5.75	N40° 12' 23"W
L572	32.25	S49° 47' 37"W
L573	256.95	S72° 55' 01"W
L574	5.88	S5° 38' 50"E
L575	20.00	S84° 21' 10"W
L576	6.65	N5° 38' 50"W
L577	181.04	S84° 22' 38"W
L578	146.51	N84° 09' 45"W
L579	9.07	S5° 50' 15"W
L580	20.00	N84° 09' 45"W
L581	9.07	N5° 50' 15"E
L582	38.30	N84° 09' 45"W
L583	204.81	N72° 42' 09"W
L584	32.74	N61° 14' 32"W
L585	8.75	S28° 45' 28"W
L586	20.00	N61° 14' 32"W
L587	8.75	N28° 45' 28"E
L588	152.36	N61° 14' 32"W
L589	102.90	N49° 45' 02"W

WISCONSIN
5-07-21
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S-2351
MILWAUKEE, WI
LAND SURVEYOR

PROPOSED EASEMENT LINE TABLES
FOR SHEETS 8 THROUGH 10

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Line #	Length	Direction
L590	10.49	S40° 14' 58"W
L591	20.00	N49° 45' 02"W
L592	10.49	N40° 14' 58"E
L593	46.62	N49° 45' 02"W

Line Table

Line #	Length	Direction
L594	20.34	N61° 14' 32"W
L595	193.75	S39° 17' 32"W
L596	29.88	S85° 00' 28"W
L597	20.00	S4° 59' 32"E
L598	38.31	N85° 00' 28"E
L599	205.90	N39° 17' 32"E
L600	20.00	N72° 42' 09"W
L601	202.32	S17° 17' 51"W
L602	42.91	S27° 42' 09"E
L603	20.00	N62° 17' 51"E
L604	34.63	N27° 42' 09"W
L605	194.04	N17° 17' 51"E
L606	15.99	S84° 22' 38"W
L607	4.13	N84° 09' 45"W
L608	250.92	S1° 03' 18"W
L609	28.82	S43° 56' 42"E
L610	20.54	N43° 56' 42"W
L611	20.00	N46° 03' 18"E
L612	244.15	N1° 03' 18"E
L613	20.01	S72° 55' 01"W
L614	247.96	S15° 19' 02"E
L615	32.28	S29° 40' 58"W
L616	20.00	S60° 19' 02"E
L617	40.57	N29° 40' 58"E
L618	256.86	N15° 19' 02"W
L619	20.00	N74° 47' 33"W
L620	177.42	S15° 45' 39"W
L621	53.59	S27° 00' 39"W
L622	30.27	S62° 59' 21"E
L623	20.00	N27° 00' 39"E

Line #	Length	Direction
L624	10.27	N62° 59' 21"W
L625	35.56	N27° 00' 39"E
L626	179.58	N15° 45' 39"E

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PROPOSED EASEMENT LINE TABLES
FOR SHEETS 8 THROUGH 10

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

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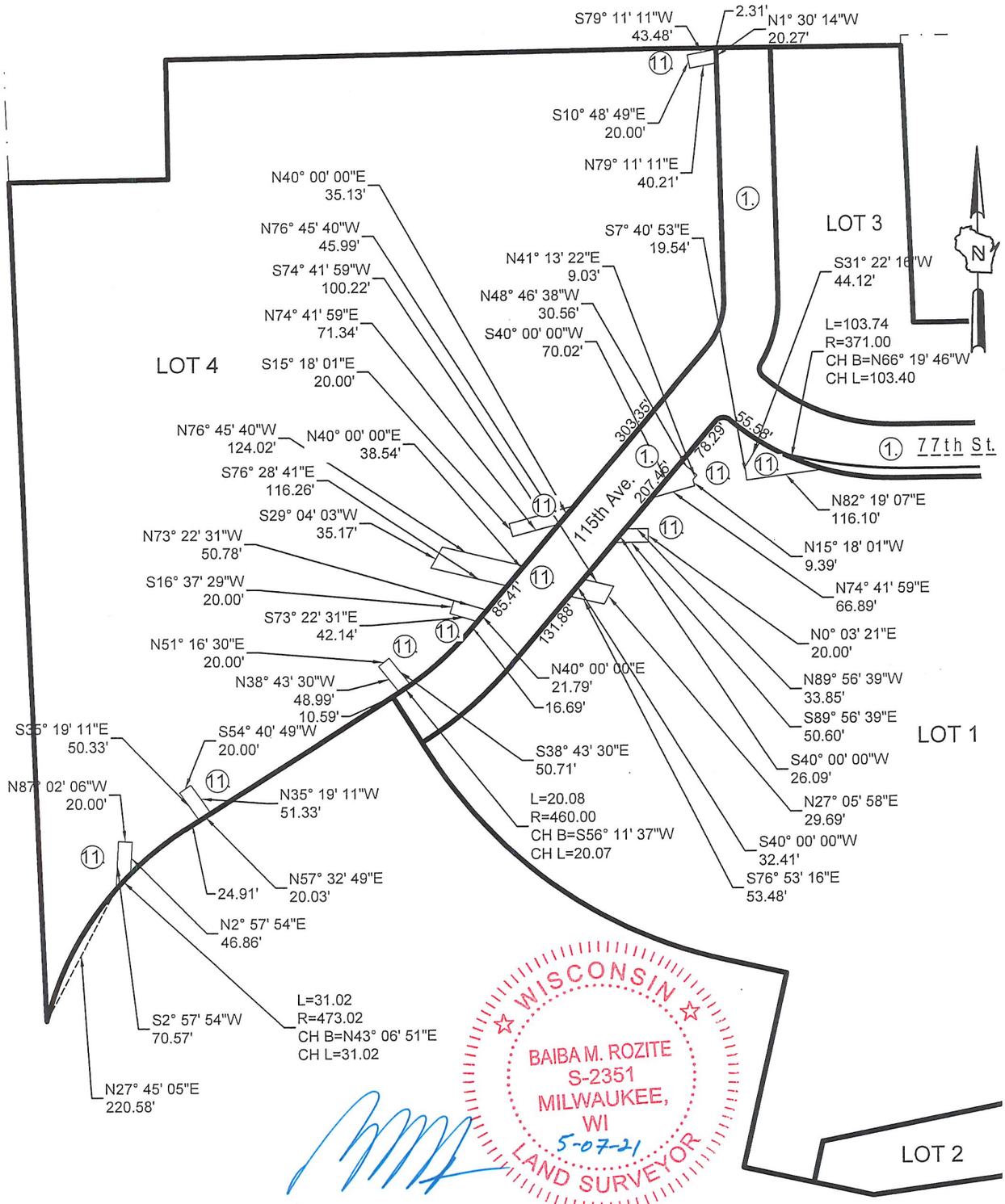

WISCONSIN
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S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

(1.) indicates Dedicated Public Street

(11) indicates Dedicated Public Storm Sewer, Access and Maintenance Easement.

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DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENTS

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

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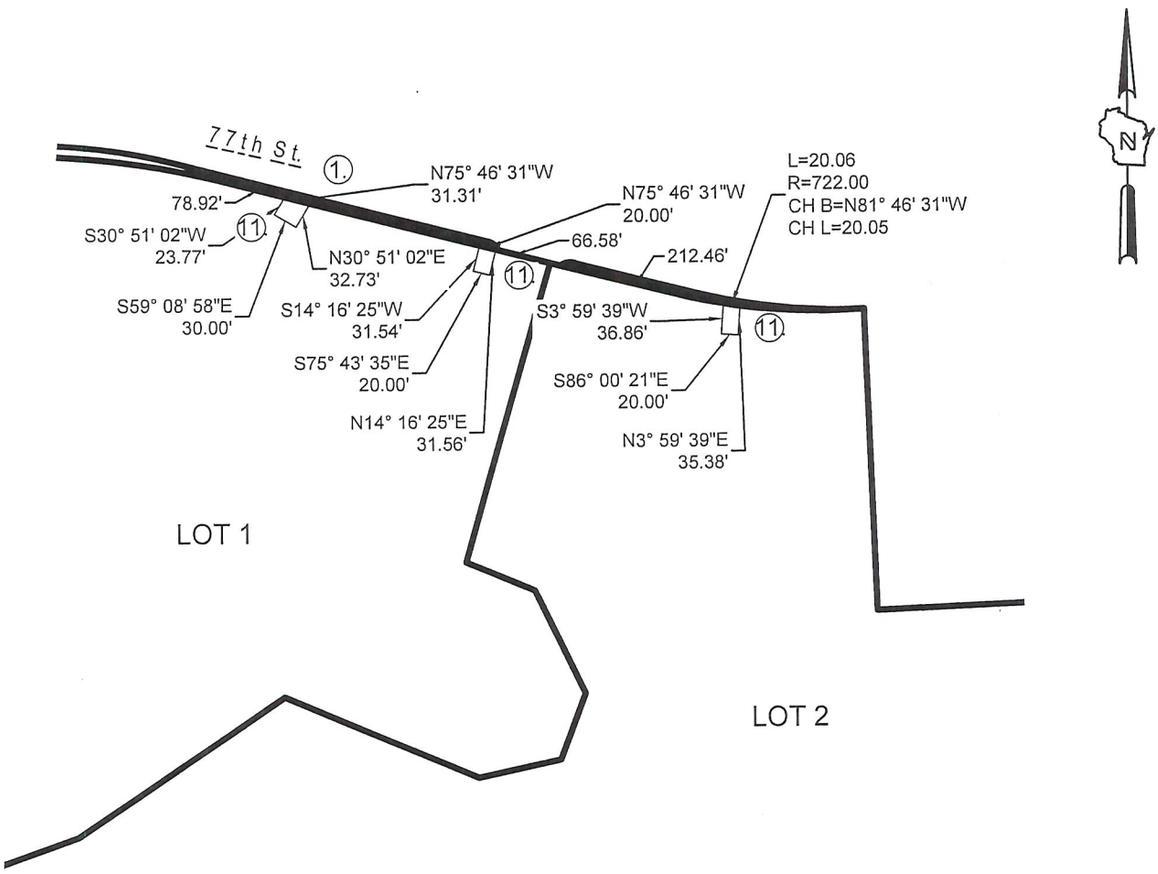

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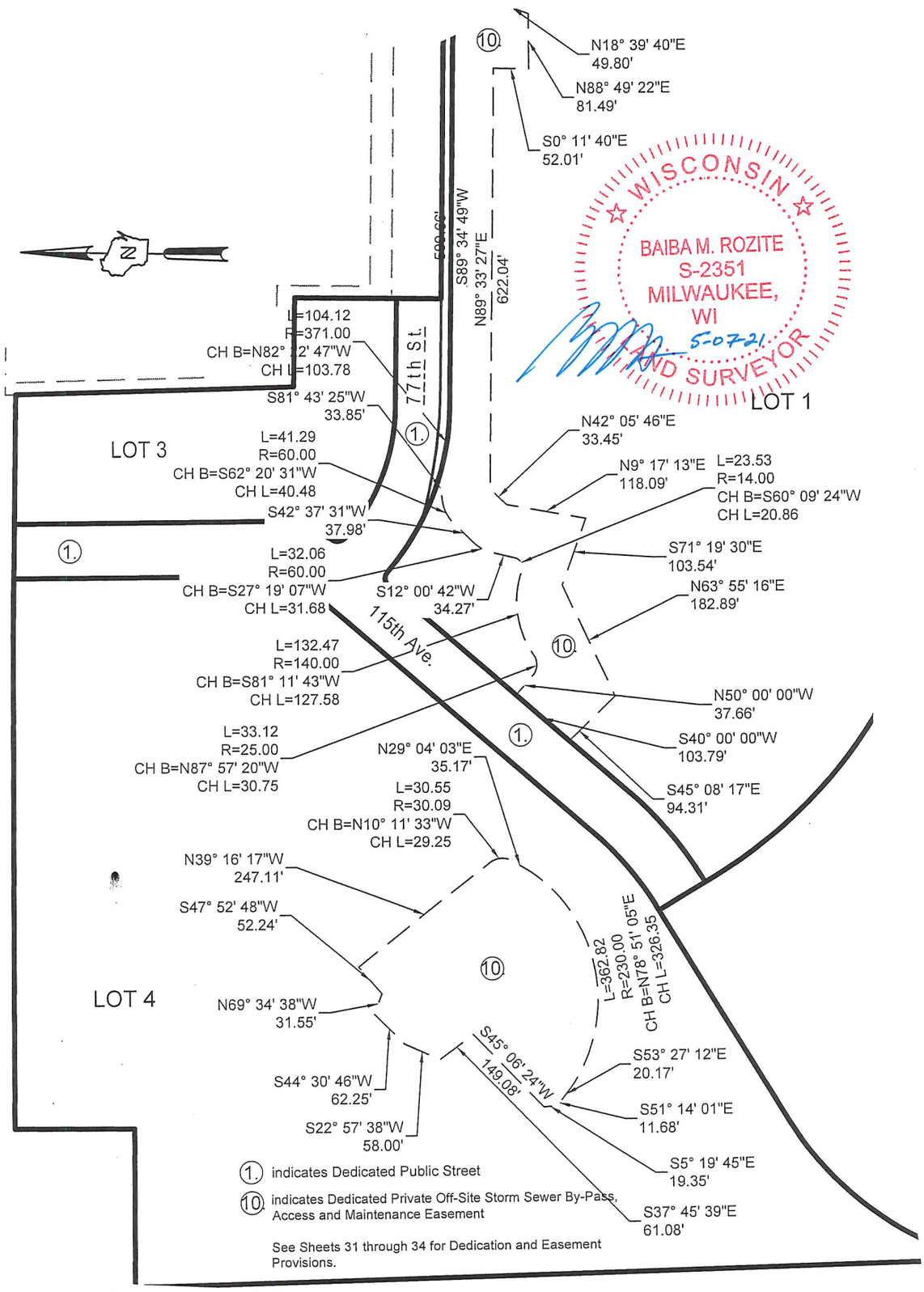
DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENTS

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



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5-07-21
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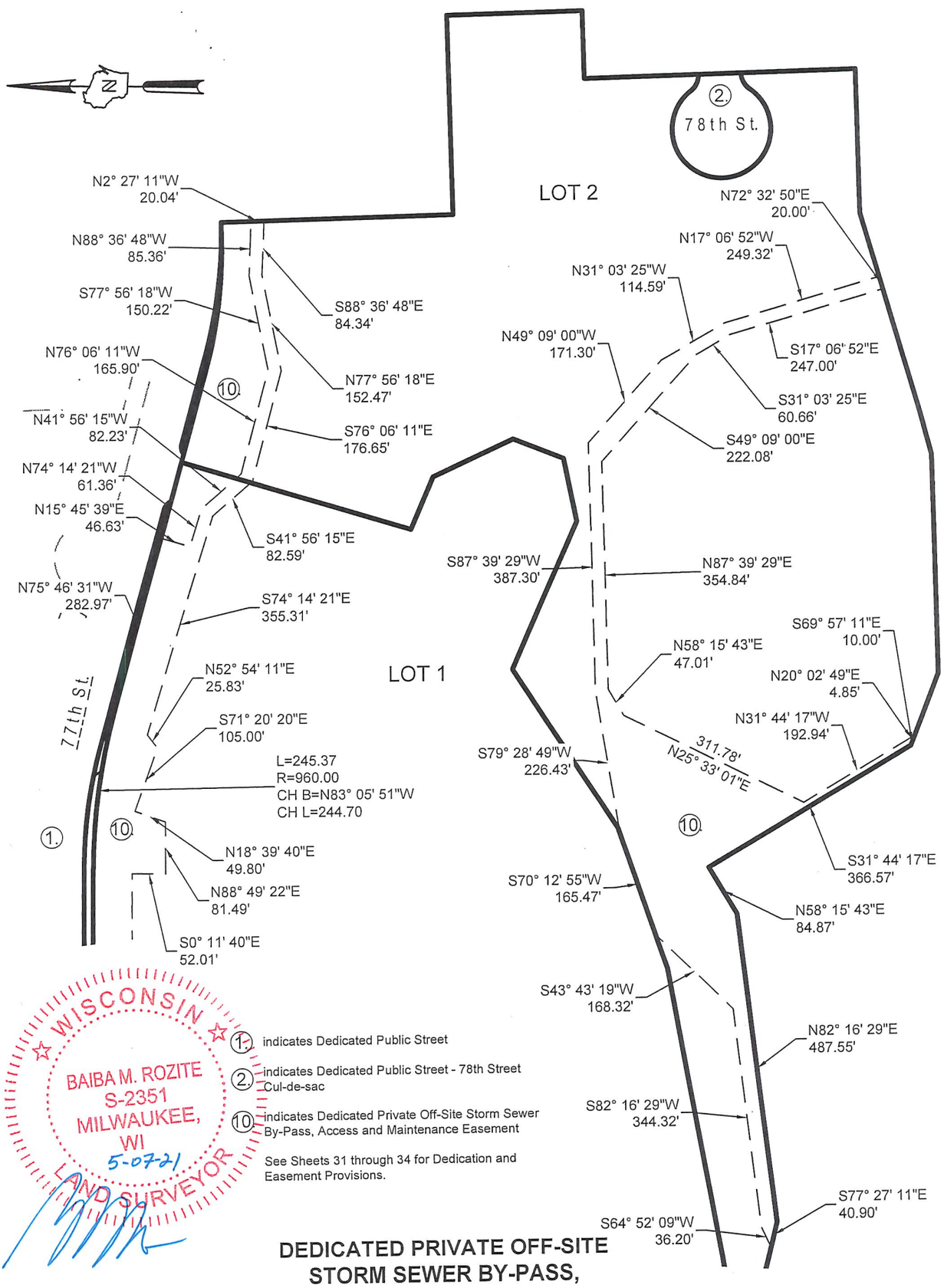
GRAPHIC SCALE
0 200' 400'

DEDICATED PRIVATE OFF-SITE STORM SEWER BY-PASS, ACCESS AND MAINTENANCE EASEMENT

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



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1. indicates Dedicated Public Street
2. indicates Dedicated Public Street - 78th Street Cul-de-sac
10. indicates Dedicated Private Off-Site Storm Sewer By-Pass, Access and Maintenance Easement

See Sheets 31 through 34 for Dedication and Easement Provisions.

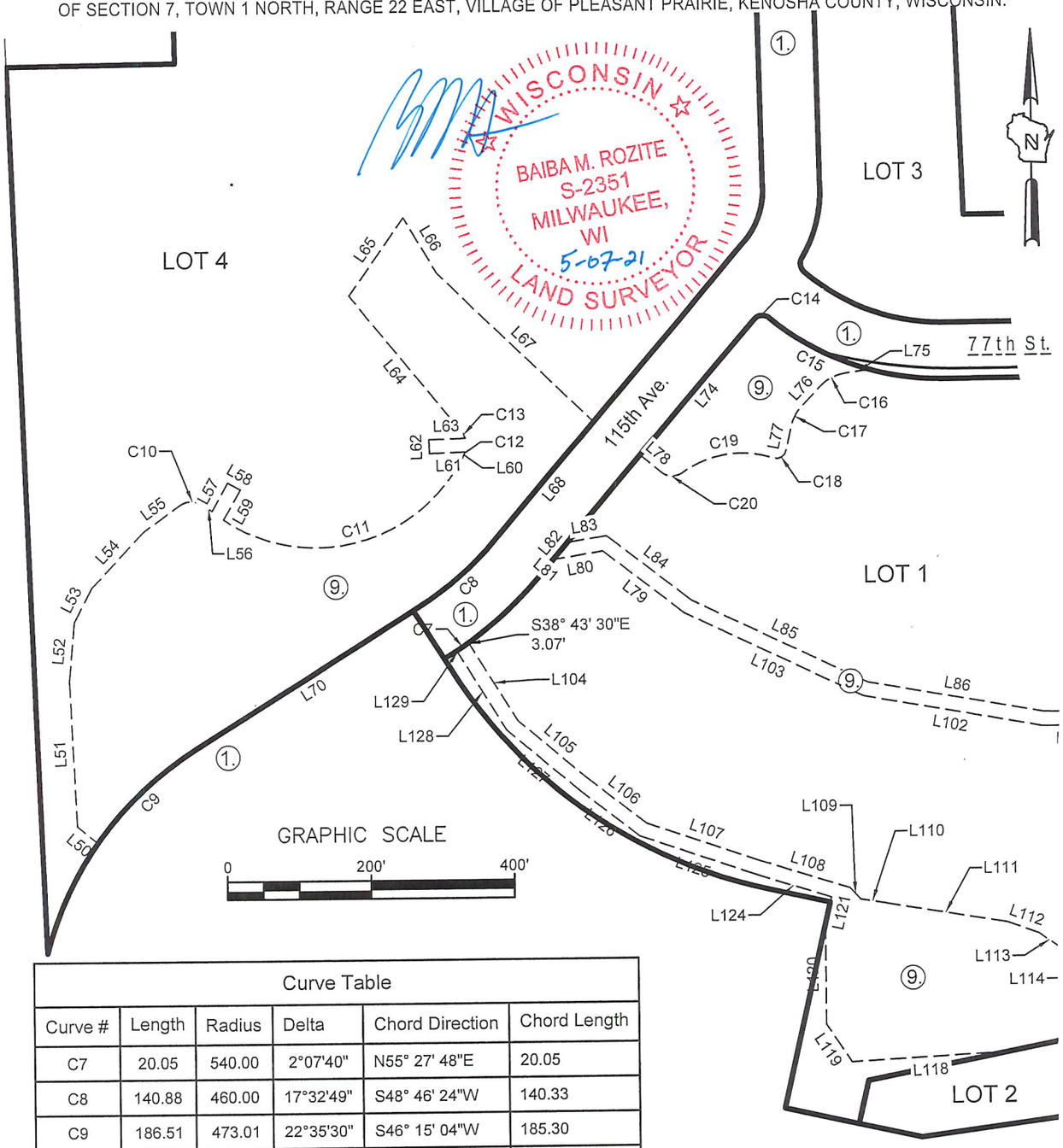
GRAPHIC SCALE
0 200' 400'

DEDICATED PRIVATE OFF-SITE STORM SEWER BY-PASS, ACCESS AND MAINTENANCE EASEMENT

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C7	20.05	540.00	2°07'40"	N55° 27' 48"E	20.05
C8	140.88	460.00	17°32'49"	S48° 46' 24"W	140.33
C9	186.51	473.01	22°35'30"	S46° 15' 04"W	185.30
C10	39.32	30.00	75°06'06"	S88° 47' 04"E	36.57
C11	392.33	230.00	97°44'07"	N75° 10' 29"E	346.47
C12	3.44	30.00	6°34'31"	N23° 01' 10"E	3.44
C13	10.49	30.00	20°01'34"	N29° 15' 30"W	10.43
C14	23.63	15.00	90°16'21"	S85° 08' 11"W	21.26
C15	159.86	371.00	24°41'19"	N62° 04' 18"W	158.63
C16	41.29	60.00	39°26'01"	N62° 20' 31"E	40.48
C17	32.06	60.00	30°36'48"	N27° 19' 07"E	31.68
C18	23.53	14.00	96°17'24"	N60° 09' 24"E	20.86
C19	132.47	140.00	54°12'45"	N81° 11' 43"E	127.58
C20	33.12	25.00	75°54'39"	S87° 57' 20"E	30.75

(1.) indicates Dedicated Public Street

(9.) indicates Dedicated Private Storm Sewer, Storm Drainage, Retention Basin, Access and Maintenance Easement

See Sheets 31 through 34 for Dedication and Easement Provisions.

LINE TABLES ON SHEET 19

DEDICATED PRIVATE STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENTS

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

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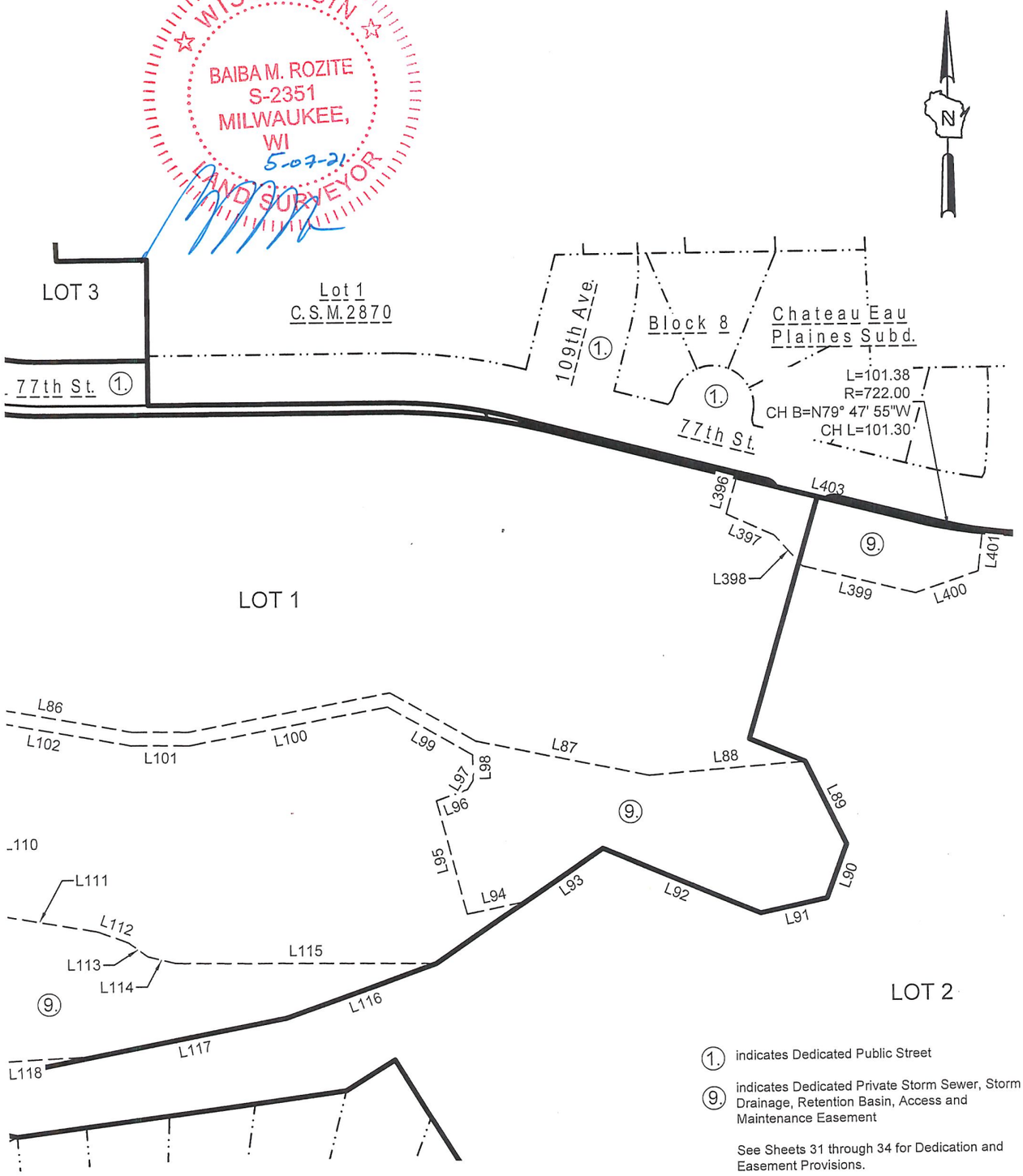

(1.) indicates Dedicated Public Street

(9.) indicates Dedicated Private Storm Sewer, Storm Drainage, Retention Basin, Access and Maintenance Easement

See Sheets 31 through 34 for Dedication and Easement Provisions.

LINE TABLES ON SHEET 19

GRAPHIC SCALE

0 200' 400'

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PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

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Line Table		
Line #	Length	Direction
L50	36.76	N50° 35' 39"W
L51	202.74	N2° 51' 24"W
L52	82.68	N4° 43' 42"E
L53	53.61	N27° 10' 32"E
L54	106.14	N42° 36' 17"E
L55	62.23	N53° 39' 53"E
L56	11.68	S51° 14' 01"E
L57	45.39	N29° 00' 34"E
L58	20.00	S60° 59' 26"E
L59	48.03	S29° 00' 34"W
L60	1.89	N26° 18' 25"E
L61	49.73	S87° 52' 57"W
L62	20.00	N2° 07' 03"W
L63	50.56	N87° 52' 57"E
L64	247.11	N39° 16' 17"W
L65	133.00	N34° 46' 16"E
L66	90.25	S30° 38' 23"E
L67	303.64	S46° 09' 30"E
L68	215.03	S40° 00' 00"W
L70	373.97	S57° 32' 49"W

Line Table		
Line #	Length	Direction
L74	248.34	S40° 00' 00"W
L75	34.30	N82° 03' 31"E
L76	37.98	N42° 37' 31"E
L77	34.27	N12° 00' 42"E
L78	37.66	S50° 00' 00"E

Line Table		
Line #	Length	Direction
L79	142.48	N52° 27' 44"W
L80	69.06	S80° 27' 04"W
L81	0.67	N50° 50' 34"W
L82	30.05	N40° 00' 00"E
L83	55.34	N80° 27' 04"E
L84	149.05	S52° 27' 44"E
L85	271.99	S64° 42' 20"E
L86	248.15	S80° 00' 16"E
L87	260.36	S78° 21' 43"E
L88	230.18	N85° 15' 26"E
L89	137.09	S25° 54' 34"E
L90	84.10	S20° 17' 36"W
L91	99.82	S77° 33' 47"W
L92	251.04	N67° 16' 36"W
L93	136.87	S55° 46' 50"W
L94	88.53	S77° 47' 18"W
L95	173.05	N14° 49' 29"W
L96	48.62	N69° 42' 40"E
L97	15.78	N32° 00' 44"E
L98	37.93	N0° 59' 47"W
L99	144.06	N59° 59' 45"W
L100	295.75	S79° 03' 55"W
L101	86.49	N89° 45' 46"W
L102	252.54	N80° 00' 16"W
L103	276.82	N64° 42' 20"W

Line Table		
Line #	Length	Direction
L396	56.63	S15° 45' 39"W
L397	76.74	S65° 57' 49"E
L398	61.74	S41° 56' 15"E
L399	171.27	S76° 06' 11"E
L400	97.39	N71° 12' 24"E
L401	57.69	N6° 10' 44"E
L403	269.19	N75° 46' 31"W

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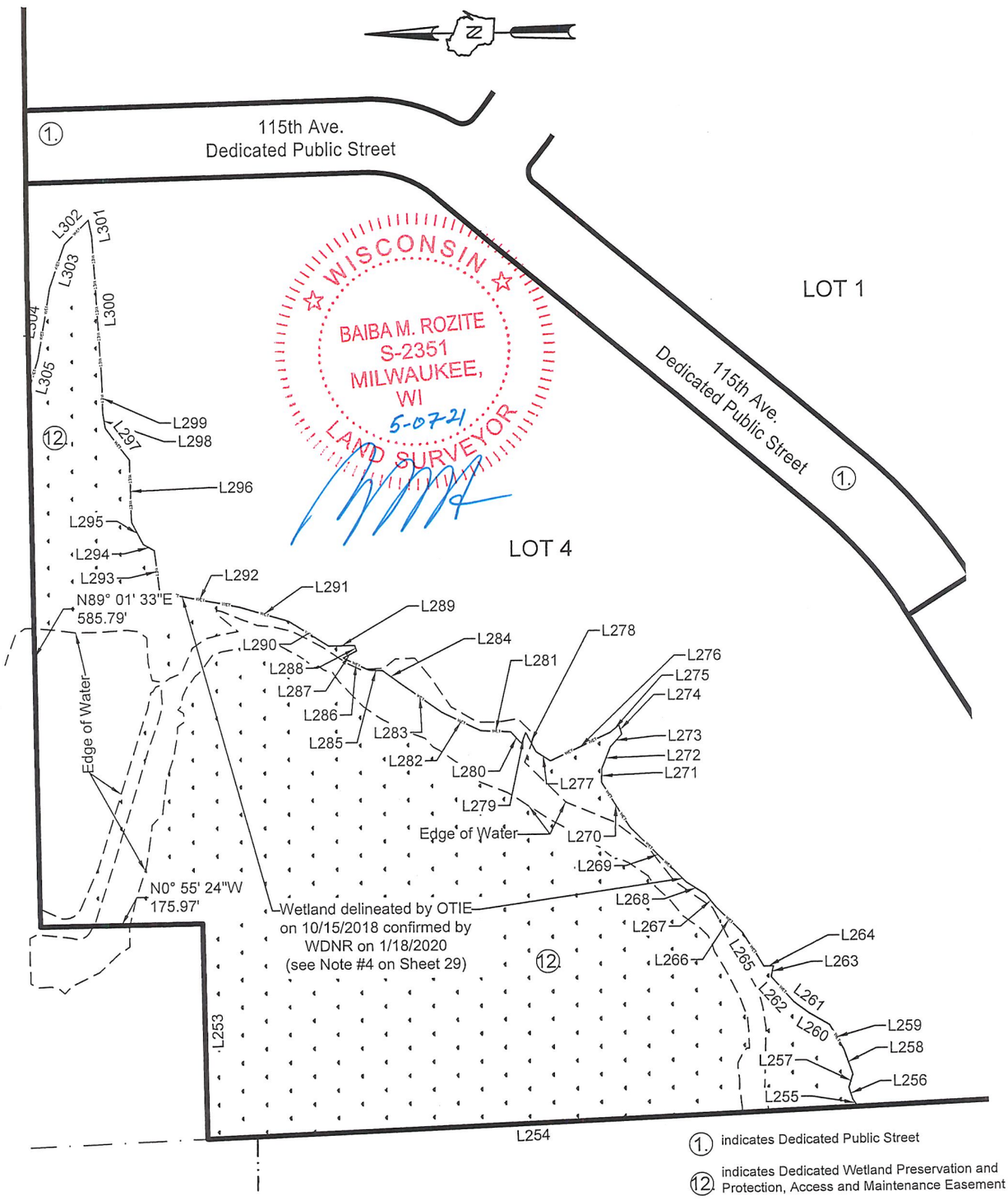
PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



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DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

LINE TABLES ON SHEETS 23 & 24

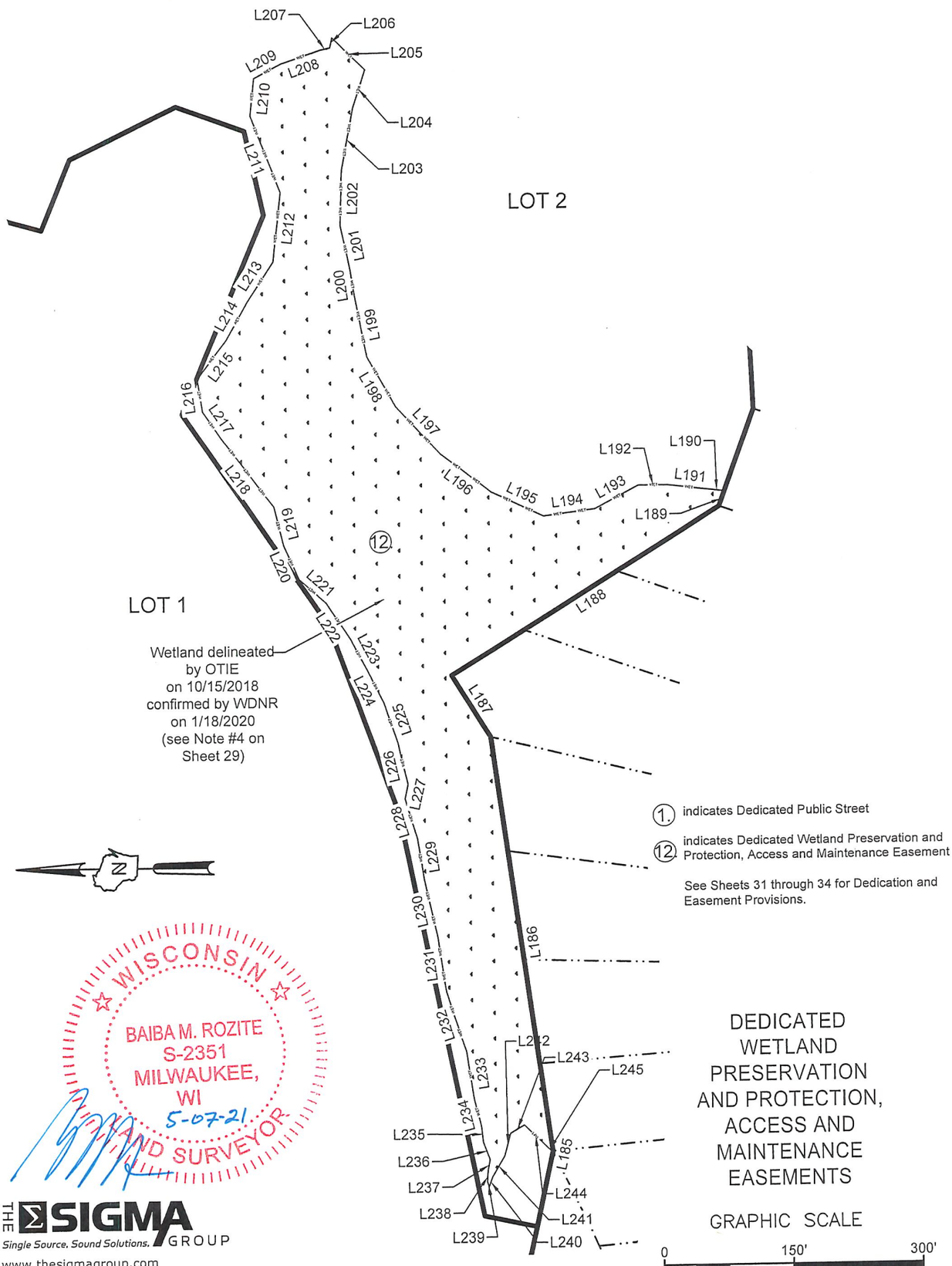
PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

GRAPHIC SCALE

0 150' 300'

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



1. indicates Dedicated Public Street

12 indicates Dedicated Wetland Preservation and Protection, Access and Maintenance Easement

See Sheets 31 through 34 for Dedication and Easement Provisions.

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

GRAPHIC SCALE

0 150' 300'

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LINE TABLES ON SHEETS 23 & 24

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

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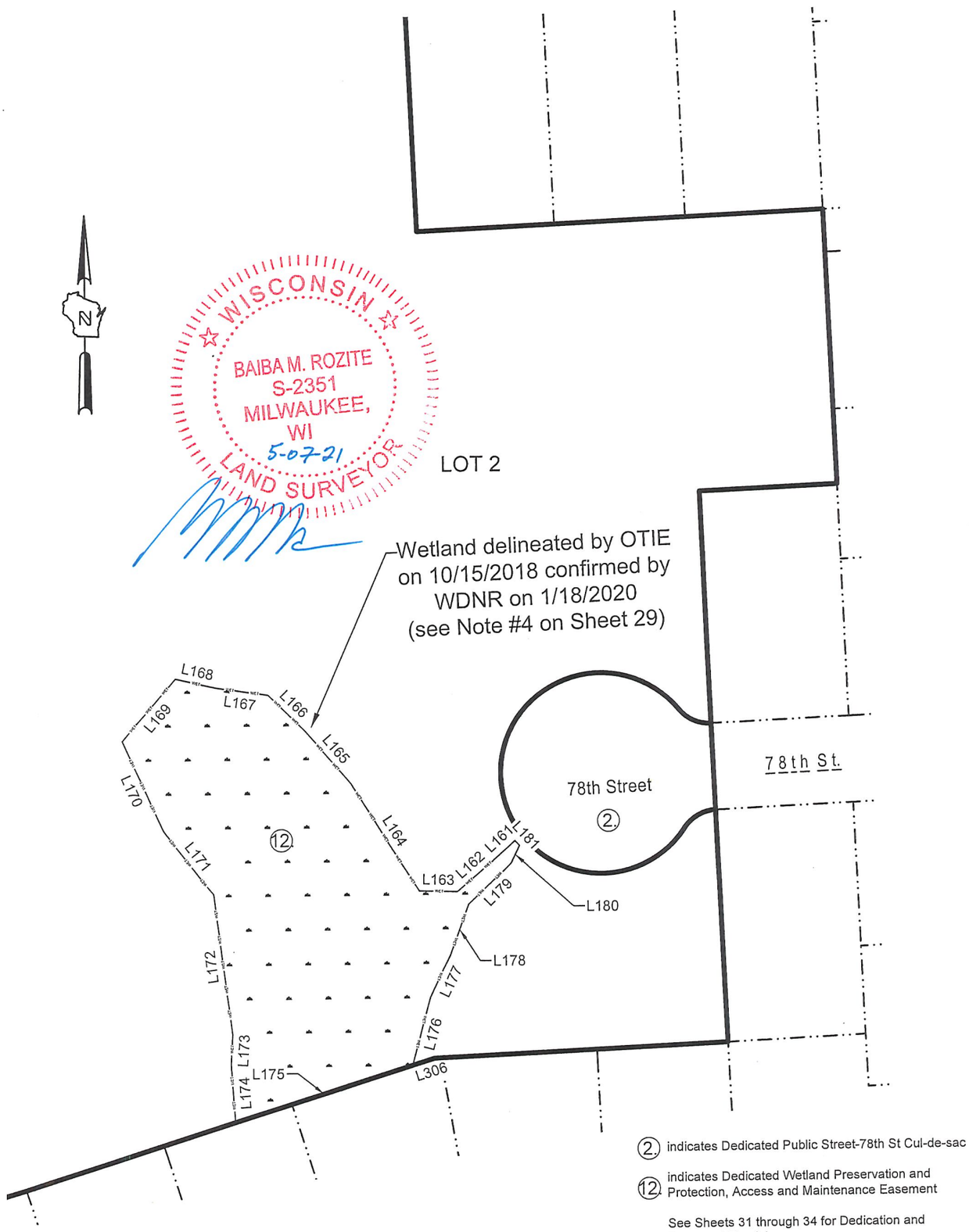

2. indicates Dedicated Public Street-78th St Cul-de-sac

12. indicates Dedicated Wetland Preservation and Protection, Access and Maintenance Easement

See Sheets 31 through 34 for Dedication and Easement Provisions.

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

GRAPHIC SCALE
0 100' 200'

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WETLAND LINE TABLES ON SHEETS 23 & 24

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

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Line Table		
Line #	Length	Direction
L161	16.59	N47° 35' 20"E
L162	42.02	N49° 08' 39"E
L163	29.06	S88° 40' 17"E
L164	97.10	S31° 57' 02"E
L165	54.29	S40° 26' 54"E
L166	38.63	S45° 06' 38"E
L167	40.22	S81° 38' 44"E
L168	31.37	S77° 12' 47"E
L169	62.64	N40° 36' 57"E
L170	75.43	N24° 07' 43"W
L171	61.40	N37° 38' 21"W
L172	107.39	N7° 11' 16"W
L173	23.02	N3° 42' 07"E
L174	44.50	N3° 41' 23"W
L175	142.02	S72° 32' 50"W
L176	53.95	S15° 02' 29"W
L177	35.44	S26° 13' 09"W
L178	40.96	S20° 40' 25"W
L179	44.99	S46° 04' 41"W
L180	14.86	S26° 02' 44"W
L181	5.17	S42° 24' 40"E
L185	1.53	N77° 27' 11"W
L186	487.55	S82° 16' 29"W
L187	84.87	S58° 15' 43"W
L188	366.57	N31° 44' 17"W
L189	18.54	N69° 57' 11"W
L190	17.69	S6° 59' 23"W
L191	48.15	S6° 59' 23"W
L192	34.31	S0° 00' 13"E
L193	56.97	S27° 44' 09"E
L194	60.14	S7° 19' 50"E

Line #	Length	Direction
L195	66.72	S25° 34' 04"W
L196	73.45	S37° 31' 09"W
L197	76.03	S47° 30' 17"W
L198	66.61	S60° 39' 10"W
L199	71.78	S79° 06' 20"W
L200	30.58	S81° 14' 30"W
L201	53.63	S78° 13' 25"W
L202	64.47	N88° 17' 41"W
L203	72.93	N79° 06' 07"W
L204	46.90	N71° 26' 53"W
L205	53.09	S44° 29' 11"W
L206	11.52	S76° 39' 30"E
L207	12.16	S12° 37' 57"E
L208	47.75	S18° 58' 55"E
L209	35.40	S27° 40' 59"E
L210	43.42	S83° 40' 00"E
L211	95.10	N69° 00' 58"E
L212	81.54	S83° 22' 28"E
L213	55.46	S56° 45' 24"E
L214	51.10	S60° 43' 40"E
L215	56.43	S53° 06' 53"E
L216	38.29	N80° 57' 42"E
L217	37.94	N55° 53' 12"E
L218	99.78	N53° 10' 02"E
L219	46.22	N76° 08' 06"E
L220	42.90	N66° 09' 43"E
L221	41.89	N42° 00' 27"E
L222	51.02	N56° 56' 50"E
L223	40.12	N62° 28' 22"E
L224	44.16	N63° 52' 54"E
L225	48.54	N71° 32' 47"E

Line #	Length	Direction
L226	49.83	N76° 56' 03"E
L227	17.22	S77° 16' 47"E
L228	48.09	N73° 14' 17"E
L229	49.80	N81° 23' 36"E
L230	68.47	N77° 27' 56"E
L231	63.91	N81° 58' 27"E
L232	73.93	N72° 27' 37"E
L233	55.14	N81° 42' 52"E
L234	33.33	N76° 09' 16"E
L235	18.14	N83° 54' 42"E
L236	21.87	N69° 38' 22"E
L237	12.88	S77° 17' 08"E
L238	13.44	S87° 21' 38"E
L239	6.02	N72° 04' 01"E
L240	12.45	N70° 11' 50"W
L241	28.33	N59° 21' 26"W
L242	27.09	N74° 33' 34"W
L243	18.20	N29° 47' 19"W
L244	36.01	N43° 57' 26"E
L245	9.69	N46° 53' 39"E

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CERTIFIED SURVEY MAP NO. 2973

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Line Table		
Line #	Length	Direction
L253	234.39	N89° 03' 56"E
L254	707.42	N2° 25' 46"W
L255	9.33	S53° 35' 00"W
L256	13.79	S72° 24' 29"W
L257	14.81	N73° 30' 53"W
L258	28.38	S70° 43' 45"W
L259	30.85	S60° 10' 38"W
L260	25.92	S30° 19' 49"W
L261	20.19	S36° 58' 50"W
L262	37.19	S48° 14' 17"W
L263	12.03	N77° 46' 13"W
L264	10.28	S0° 44' 34"W
L265	44.41	S58° 09' 47"W
L266	39.14	S44° 14' 00"W
L267	18.29	S51° 42' 14"W
L268	24.97	S33° 00' 56"W
L269	84.65	S44° 21' 02"W
L270	58.33	S58° 05' 44"W
L271	14.56	N89° 17' 16"W
L272	26.48	N68° 17' 38"W
L273	18.09	N47° 29' 32"W
L274	10.45	S73° 58' 33"W
L275	12.77	S39° 01' 33"E
L276	71.67	S25° 08' 01"E
L277	18.84	S33° 30' 17"W
L278	23.40	S61° 42' 58"W
L279	12.75	S70° 11' 26"E
L280	17.63	S47° 24' 48"W
L281	32.40	S2° 23' 55"W
L282	47.62	S25° 30' 48"W

Line #	Length	Direction
L283	56.46	S35° 24' 21"W
L284	21.84	S36° 51' 14"W
L285	15.12	S2° 07' 03"W
L286	30.99	S25° 15' 17"W
L287	16.63	N27° 38' 12"W
L288	6.07	S69° 52' 19"W
L289	28.29	S0° 20' 36"E
L290	51.40	S32° 04' 12"W
L291	54.79	S16° 16' 45"W
L292	88.51	S10° 44' 54"W
L293	46.86	S83° 14' 53"W
L294	13.87	S29° 49' 14"W
L295	27.12	S61° 58' 49"W
L296	67.08	S88° 20' 03"W
L297	43.40	S52° 56' 34"W
L298	16.61	S80° 35' 07"W
L299	33.57	S88° 37' 40"W
L300	161.20	S86° 19' 58"W
L301	19.11	S78° 22' 19"W
L302	37.04	S45° 22' 58"E
L303	50.45	S71° 23' 05"E
L304	79.71	S80° 44' 46"E
L305	34.83	S73° 26' 35"E
L451	716.09	N89° 01' 42"E
L452	175.97	N0° 55' 24"W
L628	368.54	N89° 38' 47"E

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

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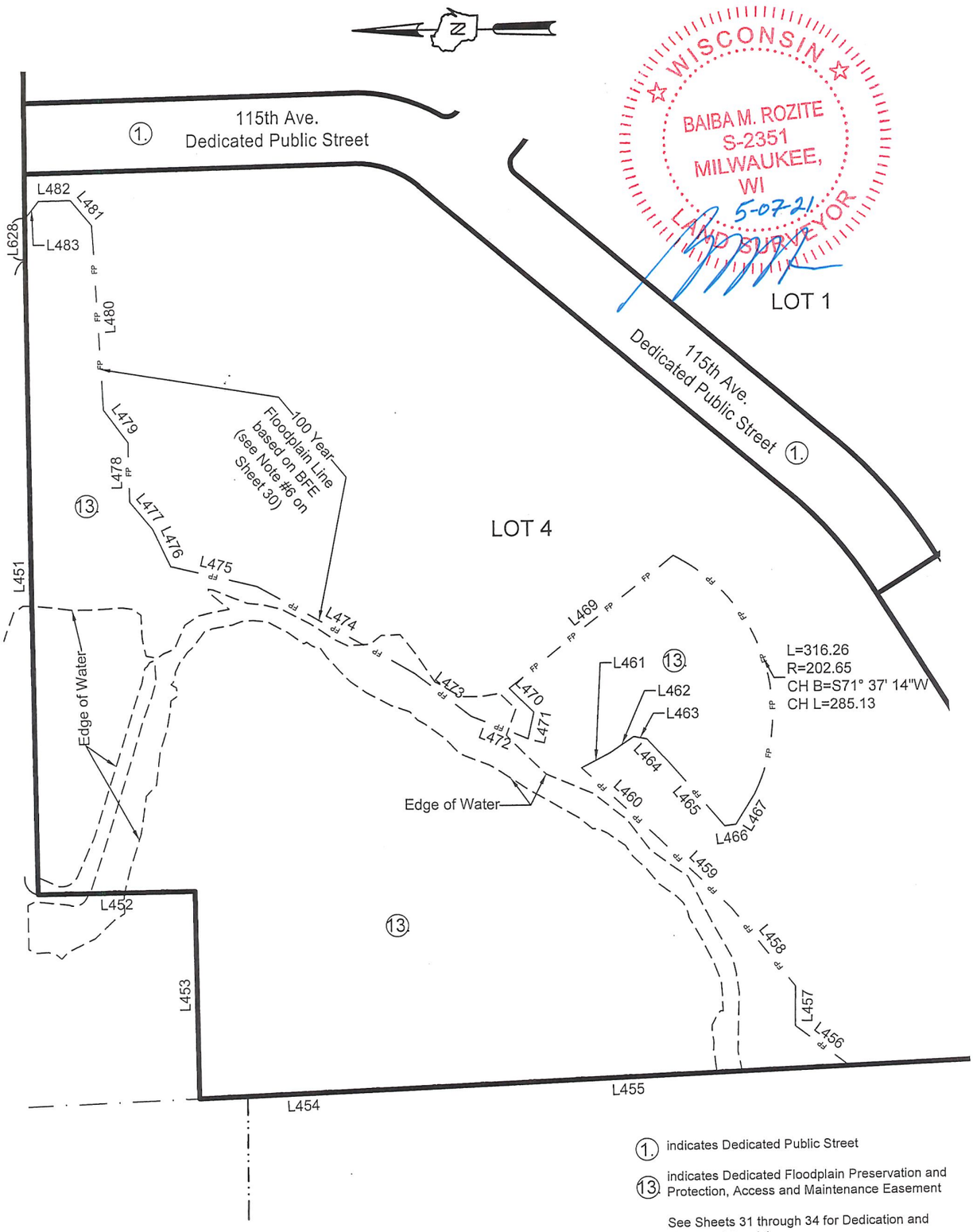
DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



1. indicates Dedicated Public Street

13. indicates Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement

See Sheets 31 through 34 for Dedication and Easement Provisions.

DEDICATED FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

FLOODPLAIN LINE TABLES ON SHEET 27

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

GRAPHIC SCALE

0 150' 300'

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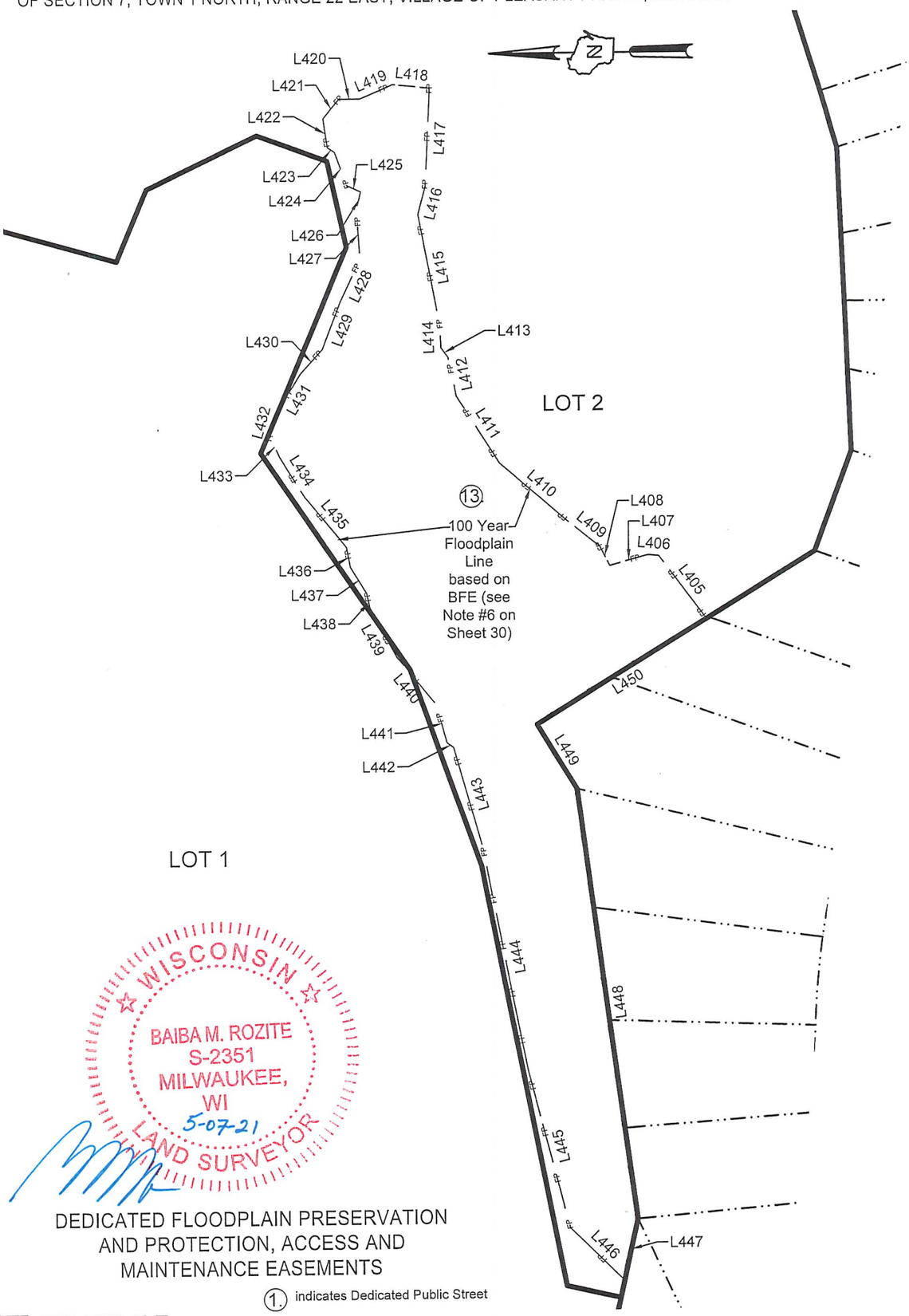

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

DEDICATED FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

(1.) indicates Dedicated Public Street

(13) indicates Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement

See Sheets 31 through 34 for Dedication and Easement Provisions.

FLOODPLAIN LINE TABLES ON SHEET 27

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

GRAPHIC SCALE

0 150' 300'

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Line Table		
Line #	Length	Direction
L405	89.04	S53° 13' 02"W
L406	12.47	S4° 28' 40"W
L407	44.10	S15° 07' 29"E
L408	24.27	S62° 47' 28"W
L409	43.28	S38° 22' 17"W
L410	103.66	S40° 58' 43"W
L411	90.05	S57° 43' 32"W
L412	44.13	S78° 01' 40"W
L413	13.44	S53° 46' 43"W
L414	25.02	S87° 37' 44"W
L415	127.29	S79° 07' 18"W
L416	32.67	N75° 09' 22"W
L417	110.63	N87° 11' 47"W
L418	41.58	S6° 01' 56"W
L419	40.39	S23° 32' 26"E
L420	23.11	S0° 02' 41"W
L421	28.43	S50° 39' 07"E
L422	32.32	N81° 35' 16"E
L423	9.60	N33° 25' 36"E
L424	39.90	N70° 19' 54"E
L425	17.21	N24° 31' 48"E
L426	19.61	S75° 52' 12"E
L427	58.59	N86° 35' 51"E
L428	51.75	S64° 13' 55"E
L429	57.18	S69° 11' 16"E
L430	36.87	S47° 48' 28"E
L431	52.67	S59° 09' 20"E
L432	25.82	S74° 38' 18"E
L433	25.67	N66° 12' 13"E
L434	54.13	N57° 57' 03"E

Line #	Length	Direction
L435	72.58	N50° 34' 28"E
L436	23.24	N79° 06' 07"E
L437	34.69	N58° 02' 43"E
L438	20.78	N77° 31' 49"E
L439	60.19	N60° 49' 04"E
L440	68.24	N50° 22' 48"E
L441	44.59	N74° 11' 03"E
L442	9.10	N36° 09' 07"E
L443	116.94	N74° 00' 00"E
L444	256.61	N78° 45' 59"E
L445	181.57	N75° 26' 18"E
L446	84.76	N44° 25' 41"E
L447	70.54	N77° 27' 11"W
L448	487.55	S82° 16' 29"W
L449	84.87	S58° 15' 43"W
L450	223.61	N31° 44' 17"W
L451	716.09	N89° 01' 42"E
L452	175.97	N0° 55' 24"W
L453	234.39	N89° 03' 56"E
L454	232.90	N2° 22' 53"W
L455	498.62	N2° 27' 11"W
L456	76.18	S37° 05' 13"W
L457	44.90	N89° 04' 29"W
L458	113.69	S51° 12' 27"W
L459	113.82	S44° 34' 21"W
L460	118.67	S42° 40' 19"W
L461	36.74	N27° 50' 55"W
L462	31.51	N33° 20' 15"W
L463	14.95	N8° 51' 34"E
L464	33.79	N46° 25' 22"E

Line #	Length	Direction
L465	98.28	N49° 18' 55"E
L466	12.65	N7° 54' 20"W
L467	39.46	N58° 12' 19"W
L469	237.64	S38° 51' 24"E
L470	38.68	N44° 47' 46"E
L471	30.33	S77° 33' 06"E
L472	68.80	S21° 43' 42"W
L473	80.09	S37° 48' 46"W
L474	202.96	S29° 21' 31"W
L475	99.48	S13° 22' 09"W
L476	46.11	S64° 00' 24"W
L477	39.77	S50° 07' 23"W
L478	67.27	S88° 25' 51"W
L479	45.81	S53° 10' 00"W
L480	208.93	S86° 31' 43"W
L481	36.97	S50° 00' 34"W
L482	36.02	S1° 09' 25"E
L483	25.20	S52° 26' 40"E
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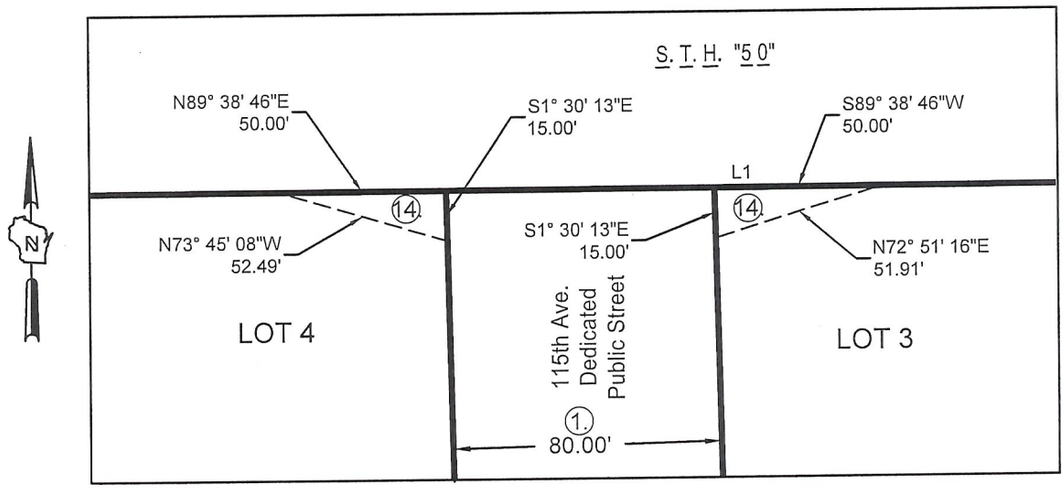
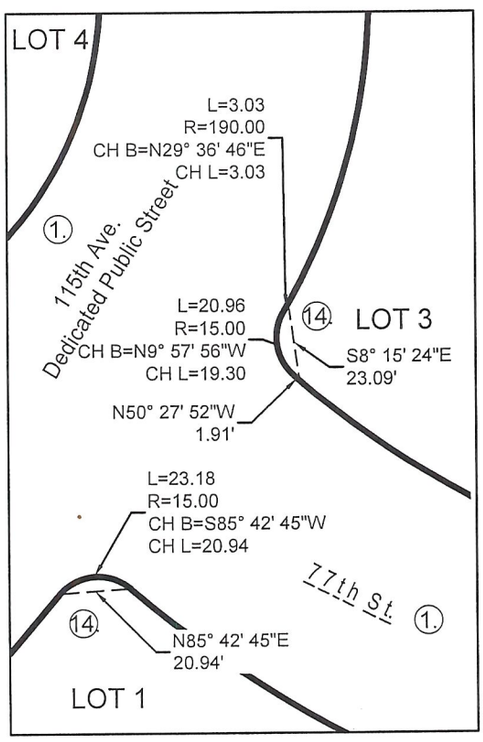
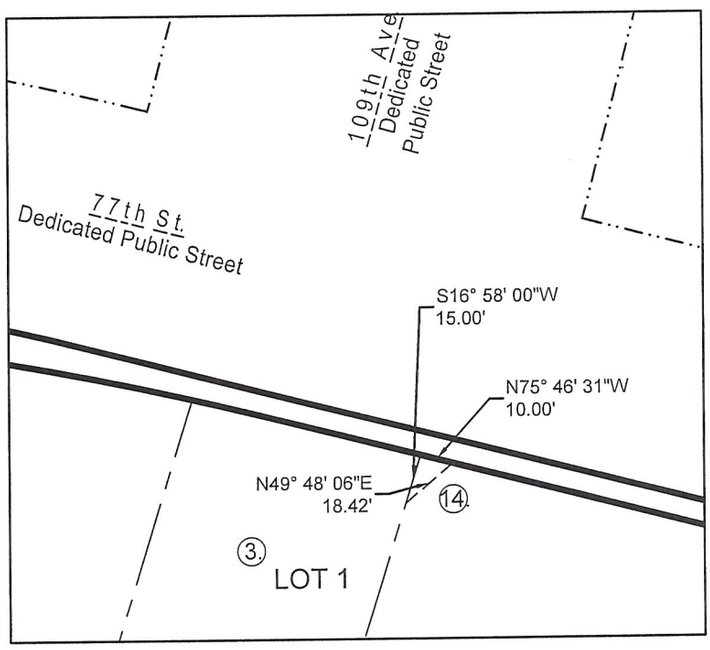
DEDICATED FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS
PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

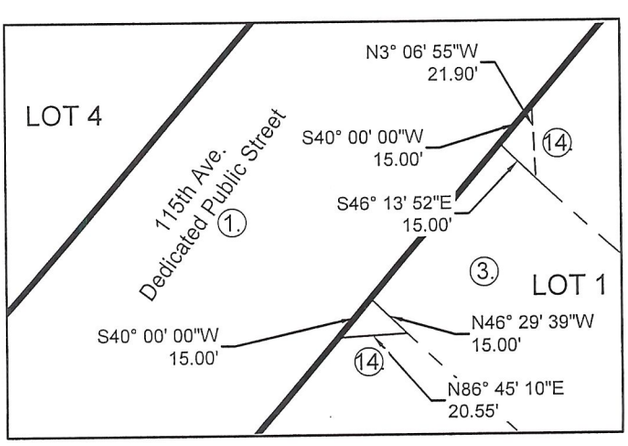
CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.









1. indicates Dedicated Public Street

3. indicates Dedicated Private Street, Access and Maintenance Easement

14. indicates Dedicated Vision Triangle Easement

See Sheets 31 through 34 for Dedication and Easement Provisions.

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

GRAPHIC SCALE
0 50' 100'

DEDICATED VISION TRIANGLE EASEMENT

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

FRED-PLEASANT PRAIRIE PARTNERS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH CHAPTER 236 WIS. STATS.

FRED-PLEASANT PRAIRIE PARTNERS, LLC, DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF PLEASANT PRAIRIE

THIS AGREEMENT SHALL BE BINDING ON THE UNDERSIGNED AND ASSIGNS.

IN WITNESS WHEREOF, FRED-PLEASANT PRAIRIE PARTNERS, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____,

ITS _____ AT _____, _____, THIS _____ DAY OF

_____, 20____.

_____ _____

[printed name & title] *[signature]*

STATE OF _____)
)SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF _____, 20___, _____, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE _____ OF FRED-PLEASANT PRAIRIE PARTNERS, LLC, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT.

_____ _____

(SEAL) NOTARY PUBLIC, STATE OF _____

MY COMMISSION EXPIRES _____.

WISCONSIN
BAIBA M. ROZITE
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MILWAUKEE, WI
5-07-21
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NOTES:

1. Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1927, with the North line of the NE $\frac{1}{4}$ of Section 7, Town 1 N, Range 22 E bearing N89°35'11"E .

2. Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

3. Distances measured to the nearest 0.01'. Angles measured to the nearest 01".

4. Wetlands delineated by Oneida Total Integrated Enterprises (OTIE) on 10/15/2018, confirmed by WDNR on 1/18/2020.

5. Vertical datum for the project survey is USGS NAVD88 using a benchmark of the Northeast corner of Section 7-1-22, concrete monument. Measured elevation 699.40

6. Property falls within ***Zone AE (Special Flood Hazard Areas) & Zone X (Areas determined to be outside the 0.2% annual chance floodplain)***, per FEMA FIRM Panels 55059C179D, 55059C183D, 55059C187D, 55059C191D, all with effective dates of 6/19/2012, 100 year floodplain lines shown based on BFE (Base Flood Elevation) as obtained by survey data or based on BFE and future LOMR_F to be submitted after filling is completed.

7. The term "Dedicated" as used herein to describe private easements, private streets or other non-public interests, means *exclusively allocated to or intended for a particular purpose.*

8. This Certified Survey Map was prepared for FRED-Pleasant Prairie Partners, LLC, a Wisconsin limited liability company, 789 North Water Street, Milwaukee, WI 53202.

PLAN COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this 12th day of April, 2021.

Michael J. Serpe, Chairman

VILLAGE BOARD APPROVAL:

Resolved that this Certified Survey Map, being a redivision of Lots 16 - 80, 90 - 96, 101 - 106, 117 - 128 in Block 6; Outlot 1 and Lots 1-18 in Block 7; part of Lots 3 , 9 and 10, and all of Lots 1-2, 11 - 15 in Block 8; Lots 1 - 4 in Block 9; and vacated streets adjacent, all in CHATEAU EAU PLAINES, a subdivision, and Lands, in the NE, SE, NW and SW 1/4S of the NE 1/4 and the NE and SE 1/4 of the NW 1/4 of Section 7, Town 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 19th day of April, 2021.

John P. Steinbrink, Village President

ATTEST:

Jane C. Snell, Village Clerk

WISCONSIN
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1. **Dedicated Public Street.** The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) is hereby dedicated, given, granted and conveyed by either previous landowners or by FRED-Pleasant Prairie Partners, LLC (referred to as "FRED") to the Village of Pleasant Prairie, (the "Village") its successors and assigns as it pertains to 77th Street, 109th and 115th Avenues for the construction, installation, repair, alteration, replacement, planting and maintenance activities for the public roadway improvements, public uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, water system improvements, sanitary sewerage system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress. Such fee interest is subject to a temporary construction easement right granted by the Village to the Owners for the same construction, installation, repair, alteration, replacement, planting and maintenance activities for the public roadway improvements, public uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, water system improvements, sanitary sewerage system improvements, pavement improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the Land Division and Development Control Agreement on file with the Village Clerk. The temporary construction easement shall terminate upon final completion of the public roadway improvements, warranty period expiration and final acceptance by the Village.

Such fee interest also provides for the continuing Lot 1, 2, 3 and 4 Owner's obligations within the public street terrace areas of the street rights-of-way for the mowing, watering and maintenance of grass, and for the pruning and replanting of public street trees; picking up of trash and debris to avoid a nuisance conditions; the construction, maintenance and snow plowing of private driveways and sidewalks; and the payment of electric and facility maintenance charges for abutting public street lights.

In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot 1, 2, 3, or 4 Owners or of any Property Owner's Association created by FRED pursuant to the Dedicated Public Street and Lot Owners maintenance or easement rights and obligations identified herein, the rights of the Village shall be deemed to be superior.

2. **Dedicated Public Street - 78th Street Cul-de-sac.** The fee interest in the 78th Street cul-de-sac area shown as a Dedicated Public Street on this CSM is hereby dedicated, given, granted and conveyed by FRED to the Village as it pertains to the 78th Street cul-de-sac located west of 105th Avenue for the future construction, installation, repair, alteration, replacement, planting and maintenance activities for the public roadway improvements, public uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks-if applicable, street signs, street lights, street trees, water system improvements, sanitary sewerage system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress.

Such fee interest is subject to a temporary easement right granted by the Village to FRED for their obligation to fill in the wetlands, grade and vegetatively stabilize the land area within the 78th Street cul-de-sac. The temporary easement shall terminate upon final completion and stabilization of the 78th Street cul-de-sac land area, warranty period expiration and final acceptance by the Village.

3. **Dedicated Private Street, Access and Maintenance Easement.** A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Private Street, Access and Maintenance Easement, as shown on this CSM, is hereby dedicated, given, granted and conveyed by FRED to the Village, its successors and assigns as it pertains to Seasons Place, a private street, for the construction, installation, repair, alteration, replacement, planting and maintenance activities for the private roadway improvements, private uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, roadway paving improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the Land Division and Development Control Agreement on file with the Village Clerk.

FRED shall have the obligation to complete the construction, installation, repair, alteration, replacement, planting and maintenance activities of the private roadway improvements, private uses and purposes, including, without limitation, roadway pavement, curbs and gutters, street signs, street lights, street trees, roadway paving improvements, storm sewer and drainage system improvements, utility and communications facilities. The Lot 1 Owners shall have the obligation within the private street terrace areas for the mowing, watering and maintenance of grass, and for the pruning and replanting of private street trees and landscaping; picking up of trash and debris to avoid a nuisance condition; the construction, maintenance and snow plowing of private driveways and sidewalks; and the payment of electric and facility maintenance charges for abutting private street lights.

Unless the Village exercises the Easement rights granted to it herein with respect to this Easement, the Village shall have no obligation to do anything pursuant to its rights under this Easement.

4. **Dedicated Utility Easement.** Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated Utility Easement, shown on this CSM, are hereby dedicated, given, granted, conveyed by FRED and the Lot Owners to the respective utilities including, but not limited to, those commonly known as WE Energies (f/k/a W.E.P.CO), AT & T (f/k/a Wisconsin Bell) and Spectrum a/k/a Time Warner Cable Inc. and their respective successors and assigns (collectively the "Utility and Communications Grantees"), for the purposes of construction, installation, operation, repair, alteration, replacement and maintenance of utility and communication lines and other related facilities to serve Lots 1, 2, 3 and 4, and for any related ingress and egress. The Dedicated Utility 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 and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the Dedicated Utility Easement areas shall only be altered in accordance with separate agreement between the Utility and Communications Grantees and Lot Owners and as may be approved by the Village. Upon the installation of the required utilities, the Lot Owners shall 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 Dedicated Utility Easement areas on which such Easements are located as does not interfere with the purpose of the Utility and Communications Easements and the use of such Easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the Lot Owners and the Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Lot Owners shall be responsible for all land restoration and maintenance. The Lot Owners shall not place, construct or install any buildings, fences, signage or structures of any kind within the Dedicated Utility Easement areas without the prior written approval of the Utility and Communication Grantees.

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S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street 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 utility or communication companies do not restore the public street areas to a vegetatively stabilized condition, the respective abutting Lot 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.

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.

5. **Dedicated Public Sanitary Sewer and Public Water, Access and Maintenance Easement**. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Public Sanitary Sewer and Public Water, Access and Maintenance Easement, as shown on Lot 1 of this CSM, are hereby dedicated, given, granted, and conveyed by FRED to the Village, for the purposes of constructing, installing, operating, repairing, reconstructing, altering, replacing, cleaning, sampling and maintaining public sanitary sewer and public water utility improvements, including underground sewer and water mains, laterals, manholes, fire hydrants, valves or other appurtenances and for any related ingress and egress. The Easement rights shall also include the further right to remove trees, bushes, parking/driveway pavement areas, sidewalk, curb and gutter, signage, and other obstructions, as may be reasonably required within the Easement areas that are interfering with the location, reconstruction, repair, use, or maintenance of the public sanitary sewer or public water utility improvements.

The elevation of the existing ground surface within the Easement areas shall only be altered in accordance with written approval granted by the Village. Upon any land disturbance activities, the Owners shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to land disturbance within the Easement areas so that it does not interfere with the purpose of the Village's utilities and the use of such Easements as granted to the Village. No landscaping, buildings, fences, signage, driveways, parking lots or structures of any kind shall be placed within the Easement areas without the prior written approval of the Village and subject to any conditions as may be imposed by the Village. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

6. **Dedicated Public Water, Access and Maintenance Easement**. Perpetual nonexclusive easements coextensive with the areas shown as Public Water, Access and Maintenance Easement, as shown on Lots 1 and 4 on this CSM, are hereby dedicated, given, granted, and conveyed by FRED to the Village, for the purposes of constructing, installing, operating, repairing, reconstructing, altering, replacing, cleaning, sampling and maintaining public water utility improvements, including underground water mains, laterals, valves, fire hydrants, or other appurtenances, and for any related ingress and egress. The Easement rights shall also include the further right to remove trees, bushes, parking and driveway pavement, sidewalk, curb and gutter, signage, and other obstructions, as may be reasonably required within the Easement area, interfering with the location, reconstruction, repair, use or maintenance of the public water utility improvements.

The elevation of the existing ground surface within the Easement areas shall only be altered in accordance with written approval granted by the Village. Upon any land disturbance activities, FRED shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to land disturbance within the Easement areas so that it does not interfere with the purpose of the Village's utilities and the use of such Easements granted to the Village. No landscaping, buildings, fences, signage, driveways, parking lots or structures of any kind shall be placed within the Easement areas without the prior written approval of the Village and subject to any conditions as may be imposed by the Village. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

7. **Dedicated Private Sanitary Sewer and Public Water, Access and Maintenance Easement**. Perpetual nonexclusive easements coextensive with the areas shown as Private Sanitary Sewer and Public Water, Access and Maintenance Easement, as shown on Lot 1 of this CSM, are hereby dedicated, given, granted, and conveyed by FRED to the Village, for the purposes of constructing, installing, operating, inspecting, repairing, altering, replacing, cleaning, sampling and maintaining private sanitary sewer utility improvements, including underground sewer mains, manholes, sampling manholes or other appurtenances and for any related ingress and egress and for the purposes of constructing, installing, operating, repairing, reconstructing, altering, replacing, cleaning, sampling and maintaining public water utility improvements, including underground water mains, laterals, valves, fire hydrants, or other appurtenances and for any related ingress and egress to serve Lot 1. The Easement areas shall also include the right to remove trees, bushes, parking and driveway pavement, sidewalk, curb and gutter, signage, and other obstructions, as may be reasonably required within the easement area, that are interfering with the Village's use of the Easement areas.

The elevation of the existing ground surface within the Easement areas shall only be altered in accordance with written approval granted by the Village. Upon any land disturbance activities, the Lot 1 Owner shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to land disturbance within the Easement areas so that it does not interfere with the purpose of the private sanitary sewer or public water utility improvements and the use of such Easements granted to the Village. No landscaping, buildings, fences, signage, driveways, parking lots or structures of any kind shall be placed within the Easement areas without the prior written approval of the Village and subject to any conditions as may be imposed by the Village.

Unless the Village exercises the Easement rights granted to it herein as it relates to the private sanitary sewer, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

8. **Dedicated Private Water, Access and Maintenance Easement**. Perpetual nonexclusive easements coextensive with the areas shown as Private Water, Access and Maintenance Easement, as shown on Lot 1 of this CSM, are hereby dedicated, given, granted, and conveyed by FRED to the Village, for the purposes of constructing, installing, operating, inspecting, repairing, altering, replacing, cleaning, sampling and maintaining private water utility extension improvements, including underground water mains, valves, fire hydrants and hydrant leads, or other appurtenances to serve Lot 1, and for any related ingress and egress. The Easements shall also include the right to remove trees, bushes, parking and driveway pavement, sidewalk, curb and gutter, signage, and other obstructions, as may be reasonably required within the Easement areas that are interfering with the Village's use of the Easement areas.

The elevation of the existing ground surface within the Easement areas shall only be altered in accordance with written approval granted by the Village. Upon any land disturbance activities, the Lot 1 Owner shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to land disturbance within the Easement areas so that it does not interfere with the purpose of the private water utility improvements and the use of such Easements granted to the Village. No landscaping, buildings, fences, signage, driveways, parking lots or structures of any kind shall be placed within the Easement areas without the prior written approval of the Village and subject to any conditions as may be imposed by the Village.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

9. **Dedicated Private Storm Sewer, Storm Water Drainage, Retention Basins, Access and Maintenance Easement**. Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated Private Storm Sewer, Storm Water Drainage, Retention Basins, Access and Maintenance Easement, as shown on Lots 1, 2, and 4 of this CSM, are hereby dedicated, given granted and conveyed by FRED to the Village for the purposes of storm sewer, storm water drainage, and retention basins grading, construction, installation, inspection, planting, lighting, irrigation, aerators/fountains installation and related maintenance and for all related ingress and egress of the Easement areas. These Easements granted to the Village shall be exclusive, except for: (1) other such Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the retention basins and storm sewer construction and maintenance; aerators/fountains installation and maintenance; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Owners.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

10. **Dedicated Private Off-Site Storm Sewer By-Pass, Access and Maintenance Easement**. Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated Private Off-Site Storm Sewer By-Pass, Access and Maintenance Easement, on Lots 1, 2, and 4 on this CSM, are hereby dedicated, given granted and conveyed by FRED to the Village for the purposes of constructing, grading, installing, operating, inspecting, repairing, cleaning, planting, and maintaining private storm water drainage and conveyance facilities, including underground storm sewer utility improvements, manholes, inlets, and above ground open channels, swales, and associated appurtenances, and for all related ingress and egress of the Easement areas. These Easements granted to the Village shall be exclusive, except for: (1) other such Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the open channel and storm sewer construction and maintenance; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Lot Owners.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements, other than the maintenance of the public storm cross culvert piping located in the public rights-of-way that is connecting the private storm sewers. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

11. **Dedicated Public Storm Sewer, Access and Maintenance Easement.** Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Public Storm Sewer, Access and Maintenance Easement, on Lots 1, 2 and 4 on this CSM, are hereby dedicated, given, granted, and conveyed by FRED to the Village, for the purposes of storm sewer, and storm water drainage grading, construction, installation, inspection, planting, lighting, irrigation, aerators/fountains installation and related maintenance and for all related ingress and egress of the Easement areas. These Easements granted to the Village shall be exclusive, except for: (1) other such Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the storm sewer and storm water drainage construction and maintenance; aerators/fountains installation and maintenance; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Owners.

The elevation of the existing ground surface within the Easement areas shall only be altered in accordance with written approval granted by the Village. Upon any land disturbance activities, the Owners shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to land disturbance within the Easement areas so that it does not interfere with the purpose of the Village's utilities and the use of such Easements as granted to the Village. No landscaping, buildings, fences, signage, driveways, parking lots or structures of any kind shall be placed within the Easement areas without the prior written approval of the Village and subject to any conditions as may be imposed by the Village. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

12. **Dedicated Wetland Preservation and Protection, Access and Maintenance Easement.** Nonexclusive easements coextensive within the areas shown as a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement, on this CSM, are hereby dedicated, given, granted and conveyed by FRED to the Village for wetland conservancy preservation and protection, maintenance purposes and uses, removal of dead or rotted plants or trees or evasive plant life, and for related ingress and egress. Unless permitted by the appropriate federal, state or local agency, there shall be no filling, wetland cutting, grading or disturbance to the protected wetland areas.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

13. **Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement.** Nonexclusive easements coextensive within the areas shown as a Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement, on this CSM, are hereby dedicated, given, granted and conveyed by FRED to the Village for floodplain conservancy preservation and protection, maintenance purposes and uses, removal of dead or rotted plants or trees or evasive plant life, and for related ingress and egress. Unless permitted by the appropriate federal, state or local agency, there shall be no filling, grading or disturbance to the floodplain areas.

Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

14. **Dedicated Vision Triangle Easement.** Nonexclusive easements coextensive the areas shown as a Dedicated Vision Triangle Easement, on Lots 1, 3 and 4 on this CSM, are hereby dedicated, given, granted and conveyed by FRED to the Village for the purposes of preserving and maintaining a clear field of vision, from the standpoint of motorists, over and across such areas between the heights of two feet and 10 feet from grade. The rights of the Village shall take precedence over the rights-of-way of any other persons, associations or entities in these Easement areas.

Restrictive Covenants

1. **Public Street Trees.** FRED-Pleasant Prairie Partners, LLC ("FRED") hereby covenants that the Lot 1, 2, 3 and 4 Owners shall have the obligation of planting, maintaining and replacing the Public Street Trees, abutting the Owners properties, located within the 77th Street and 109th and 115th Avenues as shown on this CSM. Such planting and maintenance shall include without limitation and as needed to include Public Street Tree planting, staking, mulching, weeding, pruning, watering; replanting dead, diseased or missing trees; and removing of trash, debris, leaves and brush around the Public Street Trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, marketing flyer boxes, parking lot areas, structures or fences shall be erected within the street rights-of-way areas, which might damage the Public Street Trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village and subject to any conditions that the Village may impose. This covenant shall run with the land, shall be binding upon the Lot 1, 2, 3, and 4 Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owners of Lots 1, 2, 3 or 4 and shall benefit and be enforceable by the Village. Such Public Street Tree and maintenance shall be performed regularly, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such Public Street Tree related maintenance activities, the Lot 1, 2, 3, or 4 Owners, whose lot abuts the Public Street Tree area, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1, 2, 3 or 4 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. **Public Street Terrace, Public Sidewalks and Public Street Lights.** FRED hereby covenants that the Lot 1, 2, 3 and 4 Owners shall be responsible for all costs associated with the grading, placement of topsoil, seeding or sodding, watering and mowing, and debris removal within the Public Street Terrace areas abutting their respective Lots shown on this CSM. Such Lot Owner obligations shall be completed to the satisfaction of the Village.

FRED hereby covenants that the Lot 1, 2, 3 and 4 Owners, shall be responsible for the repair, replacement and maintenance and the snow and ice removal for the Public Sidewalks abutting Lots 1, 2, 3, and 4. Such Lot Owner obligations shall be completed to the satisfaction of the Village.

FRED hereby covenants that the Lot 1, 2, 3 and 4 Owners shall be responsible for the payment of the Public Street Lights WE Energies monthly electrical energy and facility maintenance charges and costs, which will be billed by the Village to the Lot 1, 2, 3, and 4 Owners for all of the Public Street Lights benefitting the Lots in accordance with the Street Lighting District requirements as adopted by the Village. Such payment obligations shall be made to the satisfaction of the Village.

To the extent that the Village performs any such Public Street Terrace or Public Sidewalk maintenance activities or makes any Public Street Light payments, the Lot 1, 2, 3 and 4 Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1, 2, 3 or 4 Owners as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law.

3. **Private Storm Water Drainage, Storm Sewer and Retention Basins areas.** FRED hereby covenants that the Lot 1, 2, 3 and 4 Owners shall be responsible for all costs associated with maintaining the Private Storm Water Drainage, Storm Sewer and Retention Basin Easement areas shown on this CSM in a functional, neat and nuisance-free condition to handle storm water drainage and flowage through and across the Lots. Such maintenance shall include, without limitation and as needed, cleaning, repairing and replacing storm sewers and appurtenances; cleaning, repairing, re-grading, and maintaining open channels and re-establishing design conveyance capacity; cleaning, repairing, dredging, and maintaining retention basins and outlet structures, and re-establishing design storage capacity; seeding, sodding and maintaining erosion control methods to protect the drainage ways; installing, repairing and replacing the aerators/fountains; removal of trash, debris, leaves, and brush and mowing and weeding to prevent nuisance conditions.No driveways, patios, fences, signage, sidewalks, parking or driveways areas or structures shall be erected within the storm water drainage, storm sewer or retention basin easement areas which blocks, diverts or re-routs the storm water 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. Further, if the Village allows for the placement of signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lot 1, 2, 3 and 4 Owners, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures.

WISCONSIN
BAIBA M. ROZITE
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CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

This covenant shall run with the land, shall be binding upon the Lot 1, 2, 3 and 4 Owners, their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot Owners and shall benefit and be enforceable by the Village. Such storm water drainage, storm sewer and retention basin maintenance shall be performed regularly by the Lot 1, 2, 3 and 4 Owners, without public compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such private storm water drainage, storm sewer or retention basin related maintenance activities, the Lot 1, 2, 3 and 4 Owners 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.

4. **Private Off-Site Storm Sewer By-Pass, Access and Maintenance Easement areas.** FRED hereby covenants that the Lot 1, 2, 3 and 4 Owners shall be responsible for all costs associated with maintaining the Private Off-Site Storm Sewer By-Pass, Access and Maintenance Easement areas shown on this CSM in a functional, neat and nuisance-free condition to handle storm water drainage and flowage through and across the Lots. Such maintenance shall include, without limitation and as needed, cleaning, repairing and replacing storm sewers and appurtenances; cleaning, repairing, re-grading, and maintaining open channels and re-establishing design conveyance capacity; cleaning, repairing, dredging, and maintaining retention basins, retention basin inlet/outlet structures, and re-establishing design storage capacity; seeding, sodding and maintaining erosion control methods to protect the drainage ways; removal of trash, debris, leaves, and brush and mowing and weeding to prevent nuisance conditions. No driveways, patios, fences, signage, parking areas or structures shall be erected within the storm water drainage and retention basin easement areas which blocks, diverts or re-routs the storm water 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. Further, if the Village allows for the placement of signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lot 1, 2, 3 and 4 Owners, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot 1, 2, 3, and 4 Owners, their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot Owners and shall benefit and be enforceable by the Village. Such storm sewer and storm water drainage related maintenance shall be performed regularly by the Lots 1, 2, 3, and 4 Owners, without public compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such private storm sewer by-pass, storm water drainage or related maintenance activities, other than the maintenance of the public storm cross culvert piping located in the public rights-of-way that is connecting the private storm sewers, the Lot 1, 2, 3, and 4 Owners 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.

5. **Public Storm Sewer, Access and Maintenance Easement areas.** FRED hereby covenants that the location of the Public Storm Sewer, Access and Maintenance Easement areas shown on Lots 1, 2 and 4 of this CSM, hereby places easement restrictions on Lots 1, 2 and 4, wherein said Easements were given, granted and conveyed by FRED to the Village for public storm sewer main discharge locations, maintenance and system improvements; cleaning and televising and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities.

FRED further covenants that there shall be no buildings, signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures of any kind placed within the Easement areas 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. Further, if the Village allows for the placement of signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lots 1, 2 and 4 Owners, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lots 1, 2 and 4 Owners, its successors, assigns and successors-in-title of Lots 1 and 4, and shall benefit and be enforceable by the Village.

6. **Public Sanitary Sewer and Public Water, Access and Maintenance Easement areas.** FRED hereby covenants that the location of the Public Sanitary Sewer, Access and Maintenance areas shown on Lot 1 of this CSM, hereby places easement restrictions on Lot 1, wherein said Easements were given, granted and conveyed by FRED to the Village for public sanitary sewer main purposes and system improvements, uses and purposes; sampling, cleaning, testing, and televising and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities.

FRED further covenants that there shall be no buildings, signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures of any kind placed within the Easement areas 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. Further, if the Village allows for the placement of signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lot 1 Owner, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot 1 Owners, its successors, assigns and successors-in-title of Lot 1, and shall benefit and be enforceable by the Village.

7. **Public Water, Access and Maintenance Easement areas.** FRED hereby covenants that the location of the Public Water, Access and Maintenance areas shown on Lot 4 of this CSM, hereby places easement restrictions on Lot 4, wherein said Easements were given, granted and conveyed by FRED to the Village for public water main purposes and system improvements, uses and purposes; cleaning, testing and sampling and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities.

FRED further covenants that there shall be no buildings, signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures of any kind placed within the Easement areas 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. Further, if the Village allows for the placement of signage, fencing, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lot 4 Owners not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fencing, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot 4 Owners, its successors, assigns and successors-in-title of Lot 4, and shall benefit and be enforceable by the Village.

WISCONSIN
5-07-21
BAIBA M. ROZITE
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CERTIFIED SURVEY MAP NO. 2973

LOTS 16 - 80, 90 - 96, 101 - 106, 117 - 128 IN BLOCK 6; OUTLOT 1 AND LOTS 1-18 IN BLOCK 7; PART OF LOTS 3 , 9 AND 10, AND ALL OF LOTS 1-2, 11 - 15 IN BLOCK 8; LOTS 1 - 4 IN BLOCK 9; AND VACATED STREETS ADJACENT, ALL IN CHATEAU EAU PLAINES, A SUBDIVISION, AND LANDS, IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 AND THE NE AND SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

8. **Private Sanitary Sewer and Public Water, Access and Maintenance Easement areas.** FRED hereby covenants that the location of the Private Sanitary Sewer and Public Water, Access and Maintenance Easement areas shown on lot 1 of this CSM, hereby places easement restrictions on Lot 1, where said Easements were given, granted and conveyed by FRED to the Village for private sanitary sewer main purposes and system improvements, uses and purposes; sampling, cleaning and televising and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities and for public water main purposes and system improvements, uses and purposes; cleaning and sampling; fire hydrant leads and fire hydrants and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities.

FRED further covenants that there shall be no buildings, signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures of any kind placed within the Easement areas 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. Further, if the Village allows for the placement of signage, fencing, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lot 1 Owner, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fencing, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, its successors, assigns and successors-in-title of Lot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such private sanitary sewer activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 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.

9. **Private Water, Access and Maintenance Easement areas.** FRED hereby covenants that the location of the Private Water, Access and Maintenance Easement areas shown on Lot 1 of this CSM, hereby places easement restrictions on Lot 1, wherein said Easements were given, granted and conveyed by FRED to the Village for private water main purposes and system improvements, uses and purposes; cleaning and sampling; fire hydrant leads and fire hydrants and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities.

FRED further covenants that there shall be no buildings, signage, fences, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures of any kind placed within the Easement areas 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. Further, if the Village allows for the placement of signage, fencing, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures within the Easement areas, the Lot 1 Owner, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said signage, fencing, private roadways or driveways, sidewalks, parking lot areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, its successors, assigns and successors-in-title of Lot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such private water activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 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.

10. **Wetland Preservation and Protection, Access and Maintenance Easement areas.** FRED hereby covenants that the areas shown as a Wetland Preservation and Protection, Access and Maintenance Easement on Lots 1, 2 and 4 of this CSM, shall be protected and maintained by the Lot 1, 2, and 4 Owners as wetland areas on their respective Lots and that no filling, dredging, plant cutting or mowing, plant removal, (unless the plants are decayed or rotted or invasive), or other activities or conditions detrimental to its function as a wetland preservation and protection area shall occur without written approval of the Village, the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Lot 1, 2 and 4 Owners, its successors, assigns and successors-in-title in their capacity as the Lot 1, 2, and 4 Owners.

To the extent that the Village performs any such wetland maintenance or protection activities, the Lot 1, 2, and 4 Owners, respectfully, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1, 2, and 4 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.

11. **Floodplain Preservation and Protection, Access and Maintenance Easement areas.** FRED hereby covenants that the areas shown as a Floodplain Preservation and Protection, Access and Maintenance Easement on Lots 2 and 4 of this CSM, shall be protected and maintained by the Lot 2 and 4 Owners as floodplain storage areas on their respective lots and that no filling, dredging, plant cutting or mowing, plant removal, (unless plant-life is decayed or rotted or invasive), or other activities or conditions detrimental to its function as a floodplain preservation and protection area shall occur without written approval of the Village, the Wisconsin Department of Natural Resources or the Federal Emergency Management Agency, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Owners, its successors, assigns and successors-in-title in their capacity as the Lot 2 or 4 Owners.

To the extent that the Village performs any such floodplain maintenance or protection activities, the Lot 2 and 4 Owners, respectfully, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 2 and 4 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.

12. **Vision Triangle areas**. FRED hereby covenants that the areas shown as a Dedicated Vision Triangle Easement areas on Lots 1, 3, and 4 of this CSM, hereby places restrictions on the referenced Lots 1, 3, and 4 at the 115th Avenue and 75th Street (STH 50) and 77th Street intersections and the Seasons private street intersections with 77th Street and 115th Avenue. There shall be no obstructions, such as but not limited to structures, signage, fences, trees, plantings, bus shelters, or vehicular parking within the Easement areas between the heights of two (2) and 10 feet unless expressly approved in writing by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

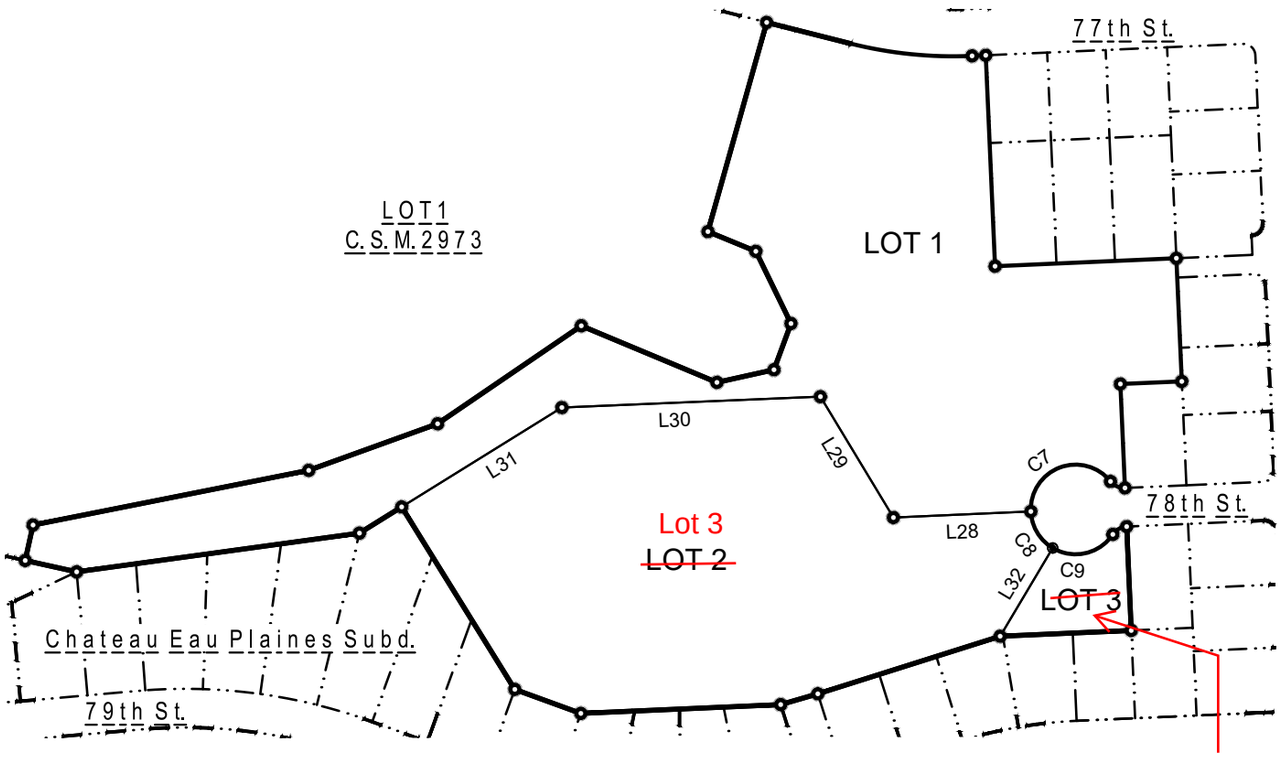
To the extent that the Village performs any such vision triangle maintenance or landscaping or structure removal activities, the Lot 1, 3 and 4 Owners, respectfully, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1, 3 and 4 Owners as special 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 noted on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these Easements.

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
5-07-21
LAND SURVEYOR

PROJECT NUMBER 18303 DRAFTED BY BMR 3-25-21

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LEGEND & NOTES:

⊙ INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.

◉ INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

Line Table		
Line #	Length	Direction
L28	234.93	S87° 32' 49"W
L29	241.13	N31° 03' 25"W
L30	442.03	S87° 39' 29"W
L31	321.96	S58° 15' 43"W
L32	175.32	S30° 50' 00"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C7	191.91	76.50	143°43'59"	S69° 24' 48"W	145.40
C8	75.70	76.50	56°41'58"	S30° 48' 12"E	72.65
C9	116.20	76.50	87°01'58"	N77° 19' 49"E	105.35

4/6/2026

INTERIOR LOT LINES
BEARINGS AND DISTANCES

GRAPHIC SCALE

0 300' 600'

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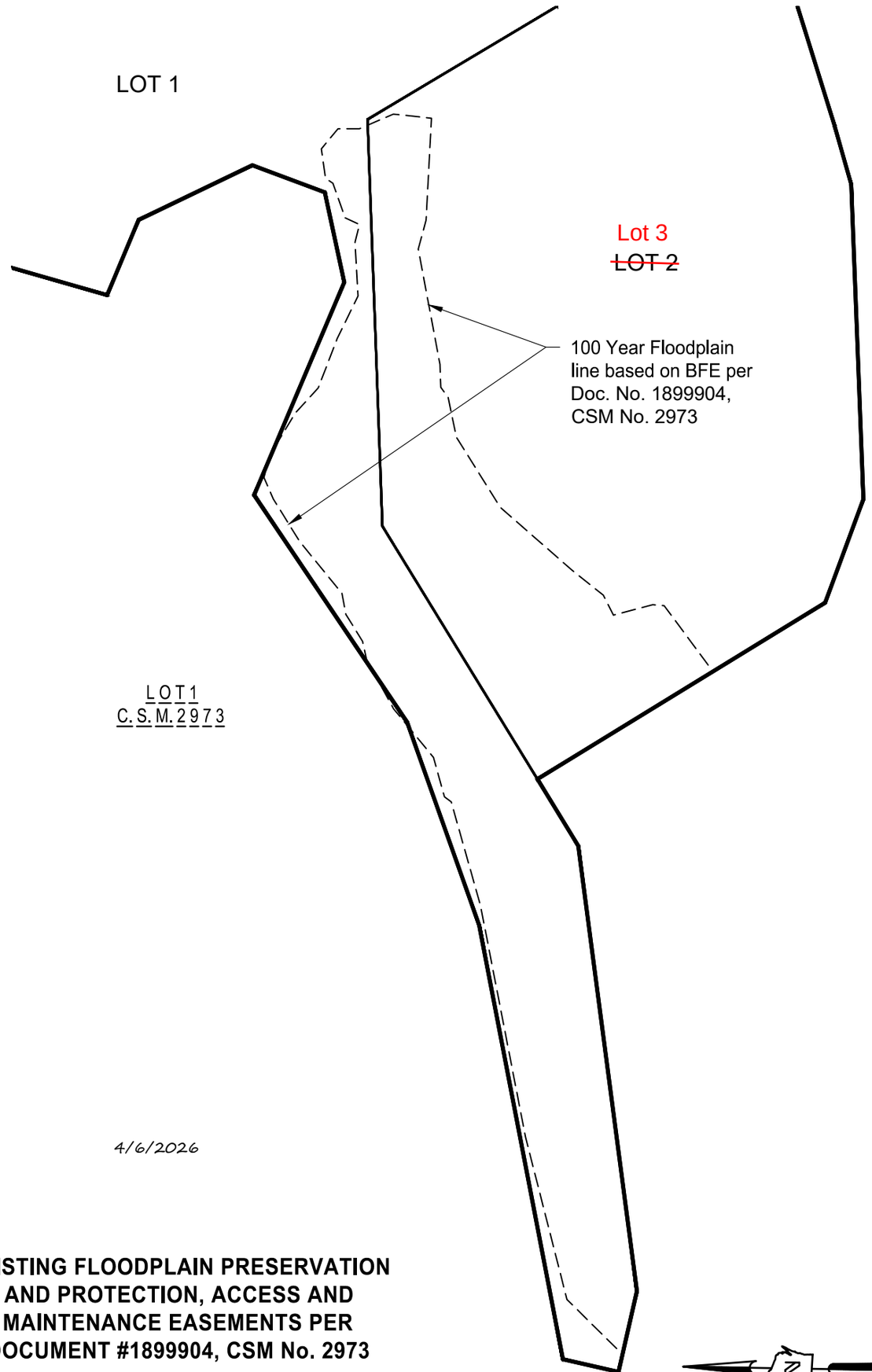
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 3 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



4/6/2026

EXISTING FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS PER DOCUMENT #1899904, CSM No. 2973

GRAPHIC SCALE

0 150' 300'

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PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 6 of 18

CERTIFIED SURVEY MAP NO._____

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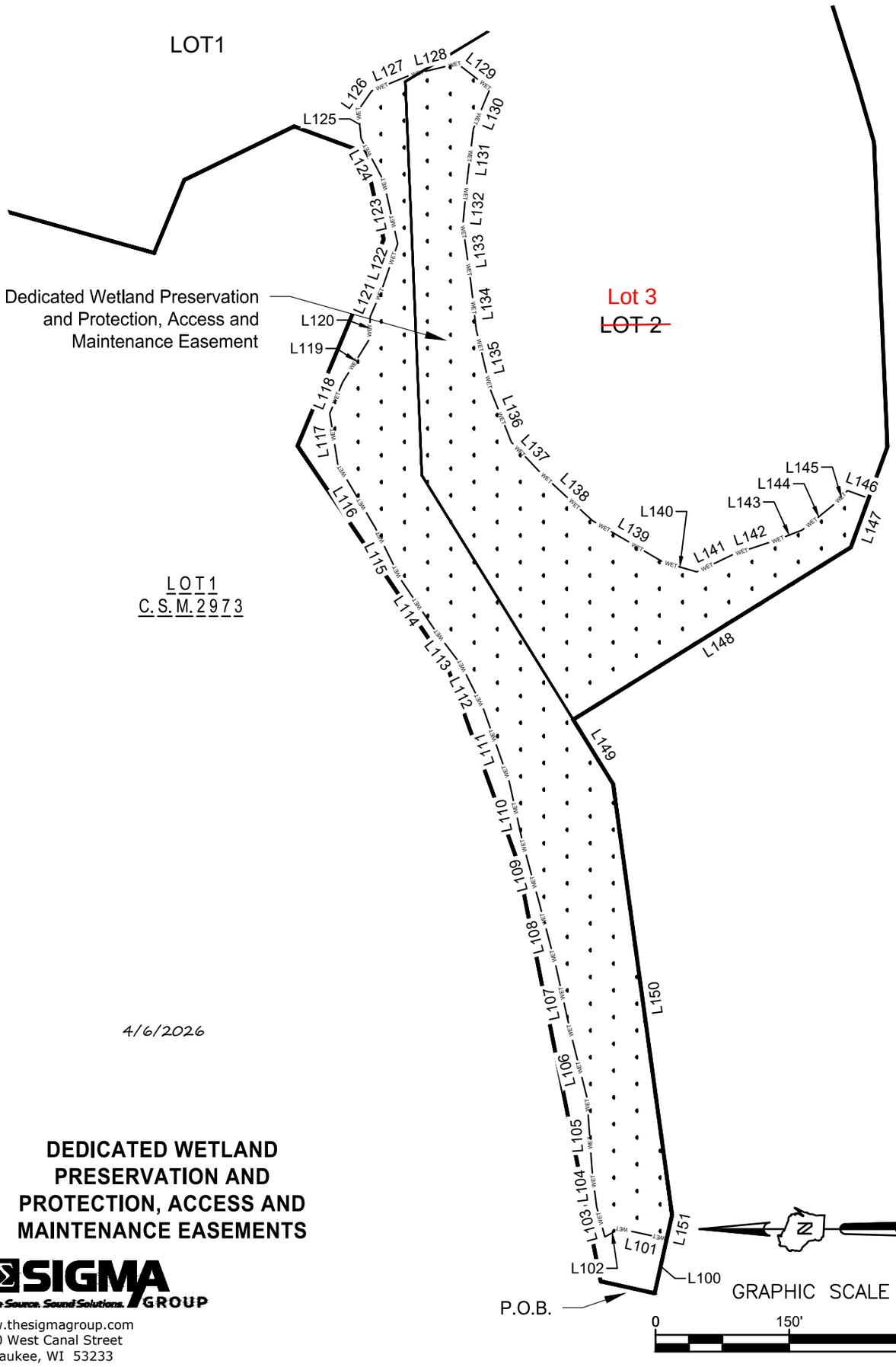
SEE SHEET 8 FOR CONTINUATION



4/6/2026

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

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PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 7 of 18

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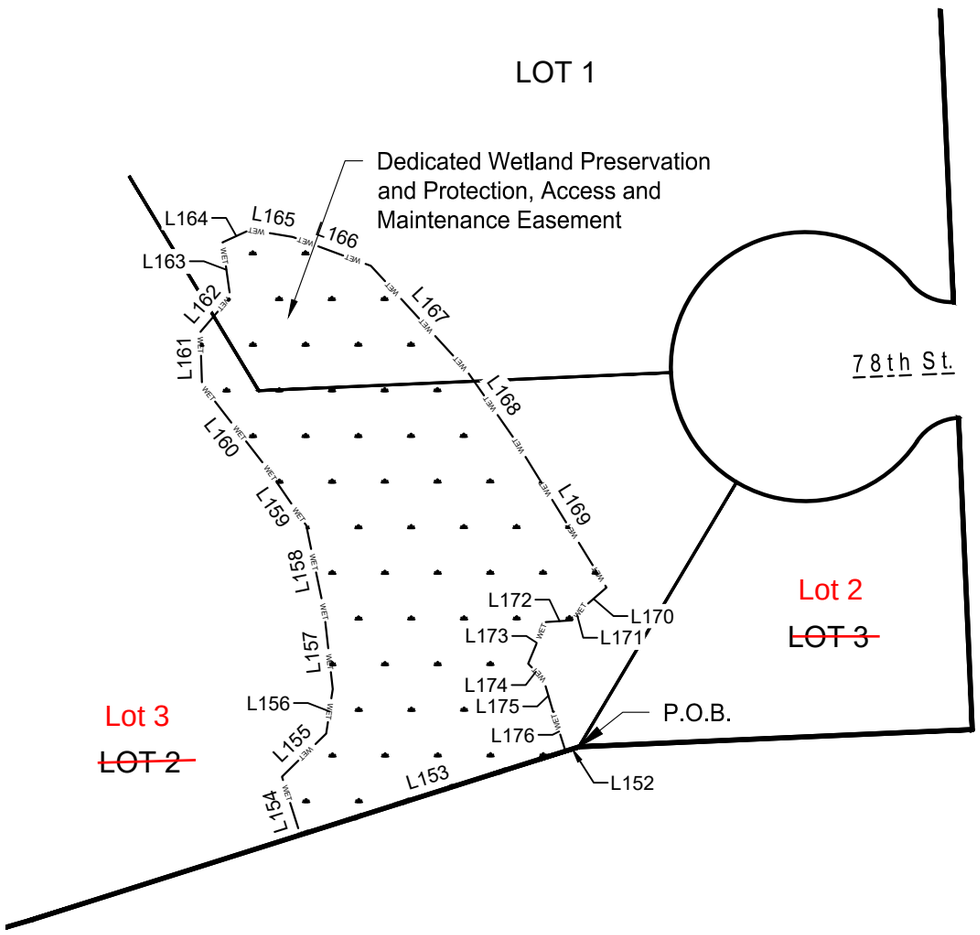

4/6/2026

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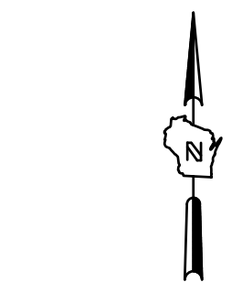

GRAPHIC SCALE
0 100' 200'

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 8 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Line Table		
Line #	Length	Direction
L100	62.27	S77° 27' 07"E
L101	54.03	N12° 32' 49"E
L102	18.98	N28° 53' 29"W
L103	34.86	N74° 44' 22"E
L104	39.41	N82° 51' 15"E
L105	83.98	N85° 57' 28"E
L106	70.83	N75° 53' 37"E
L107	79.85	N77° 34' 23"E
L108	75.78	N75° 16' 38"E
L109	67.14	N74° 42' 33"E
L110	70.25	N77° 35' 21"E
L111	86.51	N70° 34' 22"E
L112	54.91	N63° 25' 42"E
L113	49.57	N52° 59' 29"E
L114	70.15	N56° 05' 03"E
L115	63.34	N63° 59' 02"E
L116	82.78	N59° 30' 03"E
L117	57.29	N81° 06' 07"E
L118	38.16	S67° 32' 14"E
L119	56.11	S58° 02' 15"E
L120	25.54	S87° 17' 04"E
L121	31.66	S66° 40' 40"E
L122	55.99	S70° 42' 31"E
L123	72.44	N77° 19' 58"E
L124	53.67	N62° 03' 37"E
L125	31.60	N84° 17' 53"E
L126	26.55	S55° 10' 19"E
L127	46.75	S22° 17' 14"E
L128	54.37	S13° 34' 46"E
L129	46.18	S37° 46' 10"W

Line Table		
Line #	Length	Direction
L130	48.49	N67° 25' 35"W
L131	67.73	N83° 07' 06"W
L132	41.85	N84° 39' 10"W
L133	61.01	S81° 54' 21"W
L134	56.59	S83° 28' 50"W
L135	70.29	S76° 37' 15"W
L136	61.85	S68° 11' 10"W
L137	48.08	S46° 24' 27"W
L138	78.23	S42° 44' 57"W
L139	92.08	S30° 29' 52"W
L140	39.39	S16° 18' 21"W
L141	44.38	S25° 36' 15"E
L142	51.62	S18° 20' 59"E
L143	31.58	S21° 15' 48"E
L144	47.39	S38° 42' 55"E
L145	19.89	S46° 26' 39"E
L146	25.34	S20° 02' 49"W
L147	58.36	N69° 57' 11"W
L148	366.57	N31° 44' 17"W
L149	84.87	S58° 15' 43"W
L150	487.55	S82° 16' 29"W
L151	27.73	N77° 27' 11"W
L152	8.07	S72° 32' 14"W
L153	158.31	S72° 32' 50"W
L154	34.76	N17° 27' 10"W
L155	35.17	N45° 50' 40"E
L156	25.58	N8° 27' 15"E
L157	45.08	N6° 18' 11"W
L158	49.38	N11° 43' 42"W
L159	37.89	N34° 17' 26"W

Line Table		
Line #	Length	Direction
L160	61.78	N37° 48' 41"W
L161	30.07	N1° 50' 08"W
L162	26.24	N40° 39' 24"E
L163	31.37	N7° 56' 53"W
L164	17.23	N65° 22' 09"E
L165	24.62	S80° 24' 58"E
L166	47.44	S69° 39' 49"E
L167	80.31	S42° 24' 40"E
L168	48.93	S34° 49' 02"E
L169	98.47	S31° 44' 18"E
L170	19.67	S48° 45' 36"W
L171	6.83	S33° 54' 56"W
L172	16.15	S86° 24' 43"W
L173	25.61	S22° 40' 57"W
L174	12.76	S43° 47' 36"E
L175	18.96	S16° 06' 38"E
L176	23.52	S17° 27' 10"E

4/6/2026

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

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AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Receive Plan Commission recommendation and consider approval of Zoning Map and Text Amendments (Ord. #26-29 and Ord. #26-30) at the request of Tony DeRosa, agent for Fiduciary Real Estate Development, Inc., for the expansion of the Seasons at Riverview Apartments and future single-family development on the vacant properties generally located between 77th and 79th Streets west of 105th Avenue.

PROPOSED BY: Community Development	**FISCAL IMPACT: No**
AGENDA CATEGORY: Ordinance	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

The Developer is requesting to subdivide the properties (Lots 1 and 2 of CSM 3000) into the following three (3) lots:

- **Lot 1 for the multi-family expansion development site is 12.048 acres with frontage on 77th and 78th Streets.**
- **Lot 2: is a single-family lot that is 25,897 square feet with frontage on 78th. A new single family home can be constructed on this lot when the required public improvements within 78th Street are constructed and accepted by the Village Board.**
- **Lot 3: is 9.439 acres that is intended to be further subdivided by a subdivision plat that would create the eight (8) single family lots and associated Outlot for the required storm water facilities and preservation of wetlands and floodplains pursuant to the Conceptual Plan. Detailed easements for the future subdivision of Lot 3 will be shown on the Final Subdivision Plat.**

The WI DNR, pursuant to the *attached* letter dated January 7, 2026 and the ACOE, pursuant to the *attached* letter dated January 7, 2026, have determined that Wetlands B, C and D, and F are exempt from state and federal wetland regulations. Therefore, only wetland areas A, E and G will remain on the properties. As a result of the new wetland delineation being completed and

exemptions from the WI DNR and US ACOE, the wetland preservation and protection easements dedicated on CSM Lot 2 of CSM 2973 and Lots 1 and 2 on CSM 3000 are being vacated (to be considered by the Village Board at their June 15, 2026 meeting) and new easements, pursuant to the 2025 wetland delineation will be dedicated on the proposed CSM. These wetland areas will be zoned C-1, Lowland Resources Conservancy District and be located within wetland preservation and protection easements.

The existing floodplain areas within the development area will not be altered and are currently located within floodplain preservation and protection easements.

The properties currently have multiple zoning designations including: R-11 (UHO) Multi-family Residential District with an Urban Landholding Overlay District; C-1, Lowland Resources Conservancy District (wetlands from the 2018 wetland delineation), and floodplain zoning on portions of the properties that are located within the 100-year floodplain.

<u>The following Zoning Map Amendment and Text Amendments are proposed:</u>

Lot 1 of the proposed CSM:

- **Non-wetland area: R-11 Multi-Family Residential District**
- **Wetlands: C-1, Lowland Resource Conservancy District (wetlands based on the 2025 delineation excluding those wetlands exempt for WI DNR and ACOE requirements as discussed above)**
- **The entire property is proposed to be located within a PUD, Planned Unit Development Overlay District.**

In addition, to the rezoning, the *attached* Planned Unit Development Ordinance for the Seasons at Riverview Apartments Phase II is proposed to be created to set forth the specific requirements for this development. The PUD specifies permitted uses, design standards for all structures and parking requirements for the development, pursuant to the Residential Development Plans that were conditionally approved by the Plan Commission on May 18, 2026.

Lot 2 of the proposed CSM: R-4, Urban Single Family Residential District, which is the same zoning designation of the existing single-family lots.

Lot 3 of the proposed CSM:

- **Non-wetland areas: R-4 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District. *[Note: The UHO District will be required to be removed when the property is further subdivided with a subdivision plat pursuant to the January 2026 Conceptual Plan.]***
- **Wetlands: C-1, Lowland Resource Conservancy District (wetlands based on the 2025 delineation excluding those wetlands exempt for WI DNR and ACOE requirements as discussed above)**

See additional comments for the CSM, Development Agreement and Comprehensive Plan Amendments also being consider by the Village Board at tonight's meeting.

STAFF RECOMMENDATION:

On May 18, 2026 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Map and Text Amendments as presented. The Ordinance Amendments shall be finalized and executed upon approval of revised Residential Development Plans and recording of the proposed CSM that creates that three parcels.

Ord 26-30.pdf

Ord 26-29.pdf

2026-01-07 WI DNR Wetland Exempt.pdf

2026-01-07 ACOE Non Jur B-C-D-F.pdf

Zoning Map-Text Amend App_R.pdf

Lot layout and Wetland Areas.pdf

Res Dev Plans-partial set.pdf

ORD. # 26-30

ORDINANCE TO CREATE A PLANNED UNIT DEVELOPMENT ORDINANCE PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the following PUD Ordinance is hereby created for the Seasons at Riverview Apartments (Phase II) pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

Seasons at Riverview Apartments (Phase II) Planned Unit Development

a. It is the intent that the Seasons at Riverview Apartments (Phase II) on the property as legally described below are in conformance with the Village of Pleasant Prairie adopted Comprehensive 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, property management, landscaping, grading and drainage, lighting and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability.

b. Legal Description: The property is known as Lot 1 of CSM _____ as recorded at the Kenosha County Register of Deeds Office on _____, 2026 and located in U.S. Public Land Survey Section 7, Township 1 North, Range 22 East in the Village of Pleasant Prairie and is hereinafter referred to as the "DEVELOPMENT".

c. Requirements within the DEVELOPMENT:

(i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations except as expressly modified in subsection (d) below.

(ii) All public and private improvements for this DEVELOPMENT shall be installed and constructed by the DEVELOPER in accordance with Development Agreement as approved by the Village Board.

(iii) The DEVELOPMENT shall be operated and maintained in a uniform manner and shall continue to comply with this Planned Unit Development (PUD) Ordinance and approved Residential Development Plans.

(iv) The DEVELOPMENT, including but not limited to, the buildings, accessory structures, garbage enclosures, fence(s), landscaping, parking lots, exterior site lighting, etc., and the site as a whole, shall be maintained both inside and outside in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis both inside and outside of the buildings and site.

(v) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System (DSIS) Agreement as approved by the Village Plan Commission.

(vi) In the event that public transportation to service the DEVELOPMENT is requested by the Lot owners, it shall be the responsibility of the Lot owners to fund the cost of providing such public transportation to and from the DEVELOPMENT.

(vii) The apartment buildings shall be fully sprinklered regardless of State requirements as approved by the Fire & Rescue Department pursuant to NFPR 13R. The detached garages are not required to be sprinklered.

(viii) Residential communication structures pursuant to Article XIV of the Village Zoning Ordinance are prohibited within the DEVELOPMENT.

(ix) All buildings and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.

(x) 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 (as approved by the Village), colors and architectural style to ensure a unified residential development, including signage, lighting, outdoor furniture, etc. as approved by the Village.

(xi) All exterior site maintenance, including buildings, signage, fencing, lighting, sidewalks, grounds and landscaping maintenance shall be performed regularly by the owners or managers of the DEVELOPMENT. Copies of any property inspection reports along with exterior and interior building inspection reports shall be made available to the Village upon request.

(xii) The DEVELOPMENT, regardless of property ownership, shall be operated and maintained in a uniform manner.

(xiii) The following dog breeds are not allowed within the DEVELOPMENT: Akita, Chow Chow, Doberman Pinscher, Rottweiler, Mastiff, Bull Mastiff, Wolf Hybrids and all pit bull breeds including, but not limited to: American Staffordshire terriers, Staffordshire bull terrier, American bull dog and American bully.

(xiv) No poultry, fowl or livestock is allowed within the DEVELOPMENT.

(xv) Commercial vehicles and specialized construction vehicles/equipment as defined in Chapter 420 of the Village Municipal Code shall not be permitted to be parked or stored within the DEVELOPMENT, except for on-site construction trailers during the construction of any building/structure, in a location approved by the Zoning Administrator; or when goods and merchandise are being delivered).

(xvi) Temporary or permanent storage containers (some having brand names such as P.O.D.S., S.A.M.S., etc.) are not allowed within the DEVELOPMENT; except for a maximum of 10 calendar days when residents are moving in or out of an apartment.

(xvii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.

(xviii) 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.

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

(xx) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate and be maintained as a unified residential development. All of the building exteriors shall be maintained and shall be painted only with the approved colors on the approved Residential Development Plans, unless expressly approved by the Village. No brick or stonework shall be painted.

(xxi) Parking within any fire lane/maneuvering lane that impedes traffic flow or access by the Fire & Rescue Department within the DEVELOPMENT is prohibited. All vehicles shall be parked within designated parking spaces within the DEVELOPMENT and signage and pavement marking may be required to designate such areas.

(xxii) No further land divisions shall be allowed within the DEVELOPMENT unless approved by the Village.

d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:

(i) Section 420-116 related to the R-11 Multiple-Family Residential District regulations is amended to read as follows:

A. Primary purpose and characteristics. The DEVELOPMENT will provide a multiple-family residential development.

B. Permitted uses/structures. Any use/structure not specifically listed shall be considered to be prohibited.

(1) Principal uses/structures.

(a) Five 20-unit apartment buildings with a mixture of studio, 1-bedroom, 2-bedroom and 3 bedroom units and 12 attached garage parking spaces in each building.

(2) Accessory uses/structures.

(a) One detached garage building pursuant to the requirement of this PUD Ordinance.

(b) One detached grill pergola pursuant to the requirement of this PUD Ordinance.

(c) Model apartment units.

(d) Home occupations per Article VII of Chapter 420 of the Village Zoning Ordinance.

(e) Fences pursuant to the requirement of this PUD Ordinance.

(f) Detached garbage/recycling enclosures pursuant to the requirement of this PUD Ordinance.

(g) Decks and porches attached to an apartment unit pursuant to the requirement of this PUD Ordinance.

(h) Mail Pavilion pursuant to the requirement of this PUD Ordinance.

C. Lot area and width. The DEVELOPMENT shall have a minimum area of 10 acres with a minimum lot frontage of 350 feet on 77th Street and 100 feet on 78th Street.

D. Apartment building design standards.

(1) Building height: 40 feet maximum.

(2) The materials and colors of the buildings and structures within the DEVELOPMENT shall comply with the Residential Development Plans.

(3) The units shall meet the following requirements:

(a) Studio and one-bedroom units shall have a minimum floor area of 650 square feet.

(b) Two-bedroom and three bedroom units shall have a minimum floor area of 950 square feet.

(c) Three-bedroom units shall have a minimum floor area of 1,300 square feet.

(4) A minimum of 50% of the DEVELOPMENT shall remain as open space and the landscaping and exterior turf shall be irrigated as noted in the Residential Development Plans.

E. Setbacks for apartment buildings (including decks, porches and patios).

(1) Street setback: 75 minimum adjacent to 77th Street and 45 feet minimum adjacent to 78th Street.

(2) Side and rear setbacks: 25 minimum except the setback to the common property line with Phase 1 of the Seasons on Lot 1 of CSM 2973 which shall be a minimum of 20 feet.

(3) Wetland setback: 25 feet minimum

(4) Separation between buildings: 20 feet minimum

F. Authorized sanitary sewer system. Pursuant to Section 420-32 of the Village Zoning Ordinance.

G. Authorized water supply system. Municipal water is required for all domestic and fire protection water requirements within the DEVELOPMENT.

(ii) Section 420-48 L related to Setbacks for parking areas including parking spaces, maneuvering lands and fire lanes is amended to read as follows:

L. Parking spaces, maneuvering and fire lanes shall be setback a minimum of 50 feet from any property line.

(iii) Section 420-50 related to minimum off-street parking spaces required is amended to read as follows:

The minimum number of on-site parking spaces within the DEVELOPMENT as shown on the Residential Development Plan is acceptable. The DEVELOPMENT includes 165 parking spaces (66 enclosed spaces, 99 surface parking spaces (including 5 handicapped accessible spaces). In addition, there are 32 marked parking spaces directly behind the attached garages.

(iv) Section 420-81 related to fence standards within the DEVELOPMENT is amended to read as follows:

81. Fences. A fence used to provide enclosure of all or a portion of the property for privacy or security and a garbage/recycling dumpster are subject to the following requirements:

(1) Fence material. Decorative black aluminum and the emergency access gate shall be galvanized steel that is powder coated black pursuant to the Residential Development Plan.

(2) Fence shall enclose the dog run area as noted on the Residential Development Plan.

(3) Any fence, excluding the emergency entrance at 78th Street shall be setback a minimum of 15 feet from any property line. The gate associated with the emergency access shall be setback a minimum of 2 feet from the property line adjacent to any street.

(4) No fence shall be located within any wetlands.

(5) No fence shall be located within any easement or within any the vision triangle, as defined by the Village Zoning Ordinance (Chapter 420).

(6) No fence shall be higher than six feet. The fence height shall include all elevations, including berms, above the overall standard grade of the property, including architectural finials.

(7) No fence shall block, redirect or cause a drainage problem for adjacent or downstream properties.

(8) All fences shall be in compliance with any structural requirements of any local, county and state codes and shall be designed and constructed to resist any wind load.

(8) All structural and support components of a fence shall face away from adjacent properties, private streets or public rights-of-way.

(9) See Section 420-57.7G for additional requirements for garbage/recycling dumpster requirements and the approved Residential Development Plan.

(v) Section 420-86 B (2) related to detached accessory structures is amended to read as follows:

(2) Detached accessory structures including the detached garage, mail pavilion and detached grill pergola standards:

(a) The detached garage building shall not exceed 1,600 square feet and 18 feet in height and shall meet the following minimum setbacks:

[1] 100 feet from any property line.

[2] 20 feet from any adjacent building.

(b) The detached mail pavilion shall not exceed 15 feet in height and shall be located as shown on the Residential Development Plans.

(c) The grill pavilion shall not exceed 12 feet in height and shall be located as shown on the Residential Development Plans.

(d) The design materials and colors of these structures shall comply with the Residential Development Plans.

e. Amendments: The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village Zoning Ordinance.

Adopted this 8th day of June, 2026.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

_____
David J. Klimisch
Village President

_____
Jane C. Snell
Village Clerk

Posted: _____
CODE26-04-04

ORD. # 26-29

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

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

Lots 1, 2 and 3 of CSM _____ generally located between 77th and 79th Street west of 105th in part of U.S. Public Land Survey Sections 7 Township 1 North, Range 22 East in the Village of Pleasant Prairie are hereby rezoned as follows:

- **Lot 1 of said CSM:** the non-wetland areas area are rezoned into the R-11 Multi-Family Residential District; the field delineated wetlands as shown and legal described on said CSM are rezoned into the C-1, Lowland Resource Conservancy District; and the entire Lot is rezoned into the PUD, Planned Unit Development Overlay District.
- **Lot 2 of said CSM** is rezoned into the R-4, Urban Single Family Residential District.
- **Lot 3 of said CSM:** the non-wetland areas are rezoned into the R-4 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District; and the field delineated wetlands as shown and legal described on said CSM are rezoned into the C-1, Lowland Resource Conservancy District

A copy of the adopted ordinance will remain on file with the Village Zoning Administrator, updated on the Zoning Map and posted under Public Documents online with the Village Code of Ordinances.

Adopted this 8th day of June 2026

VILLAGE BOARD OF TRUSTEES

_____
David J Klimisch
Village President

ATTEST:

_____
Jane C. Snell
Village Clerk

Posted:_____
29-Seasons Phase 2 Rezone.doc
CODE26-04-04

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St. Paul Ave
Milwaukee, WI, 53233

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

01/07/2026 EXE-SE-2025-30-04091

Fiduciary Real Estate Development, Inc.
Attn: David Ferrell
789 North Water Street, Suite 500
Milwaukee, WI 53202
[sent electronically]

RE: Artificial wetland exemption determination for areas described as Wetland B, Wetland C, Wetland D, and Wetland F located in the Village of Pleasant Prairie, Kenosha County

Dear David Ferrell:

This letter is in response to your request for an artificial wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation: 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area and 2) a wetland created as a result of a wetland mitigation requirement. In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Site photographs that show different angles and views of the wetland
- Historical aerial photographs
- The wetland delineation reports
- Historic Maps such as the Original Land Survey Plat, Bordner Survey, USGS topographic Quad map, and soil mapping

Conclusion:
Based upon the information provided above, the wetlands identified as Wetland B, Wetland C, Wetland D, and Wetland F lacked a wetland history prior to August 1, 1991, and fulfill all artificial wetland exemption standards. Therefore, Wetland B, Wetland C, Wetland D, and Wetland F are exempt from state wetland regulations.

This letter describes DNR's decision regarding the jurisdictional status of Wetland B, Wetland C, Wetland D, and Wetland F and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of Wetland B, Wetland C, Wetland D, and Wetland F, you will need to contact the U.S. Army Corps of Engineers.

If you have any questions, please call me at (608) 598-0346 or email sonya.ponzi@wisconsin.gov.

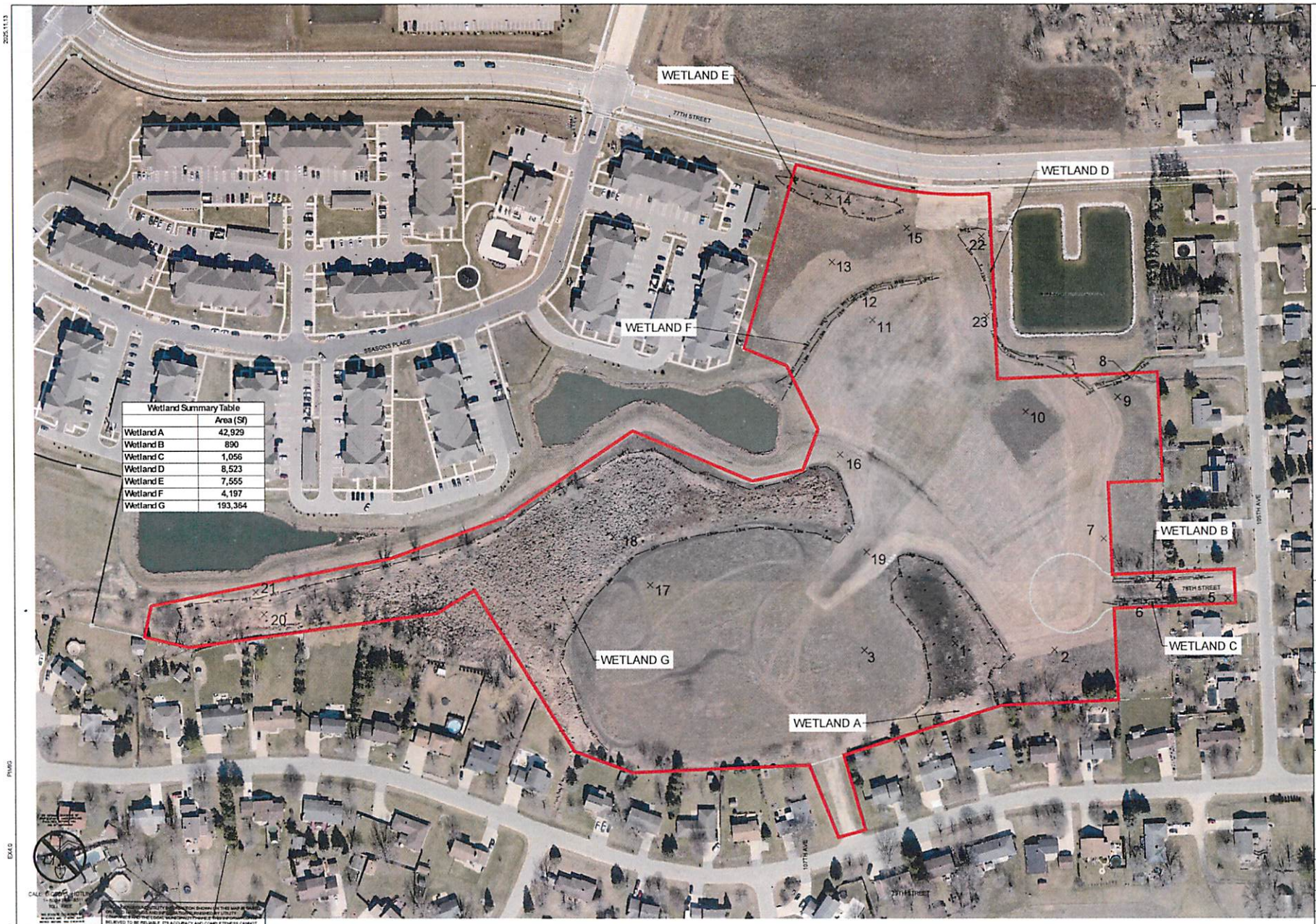
Sincerely,

Sonya C. Ponzi

Sonya Ponzi
Water Management Specialist

Email CC:
Tim Orlowski – USACE

Robert Hanson – Village of Pleasant Prairie
Emma Johnson – LandCO2



THE SIGMA GROUP
Single Source. Second Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

GRAPHIC SCALE

SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

WETLAND MAP

PRELIMINARY
NOT FOR
CONSTRUCTION

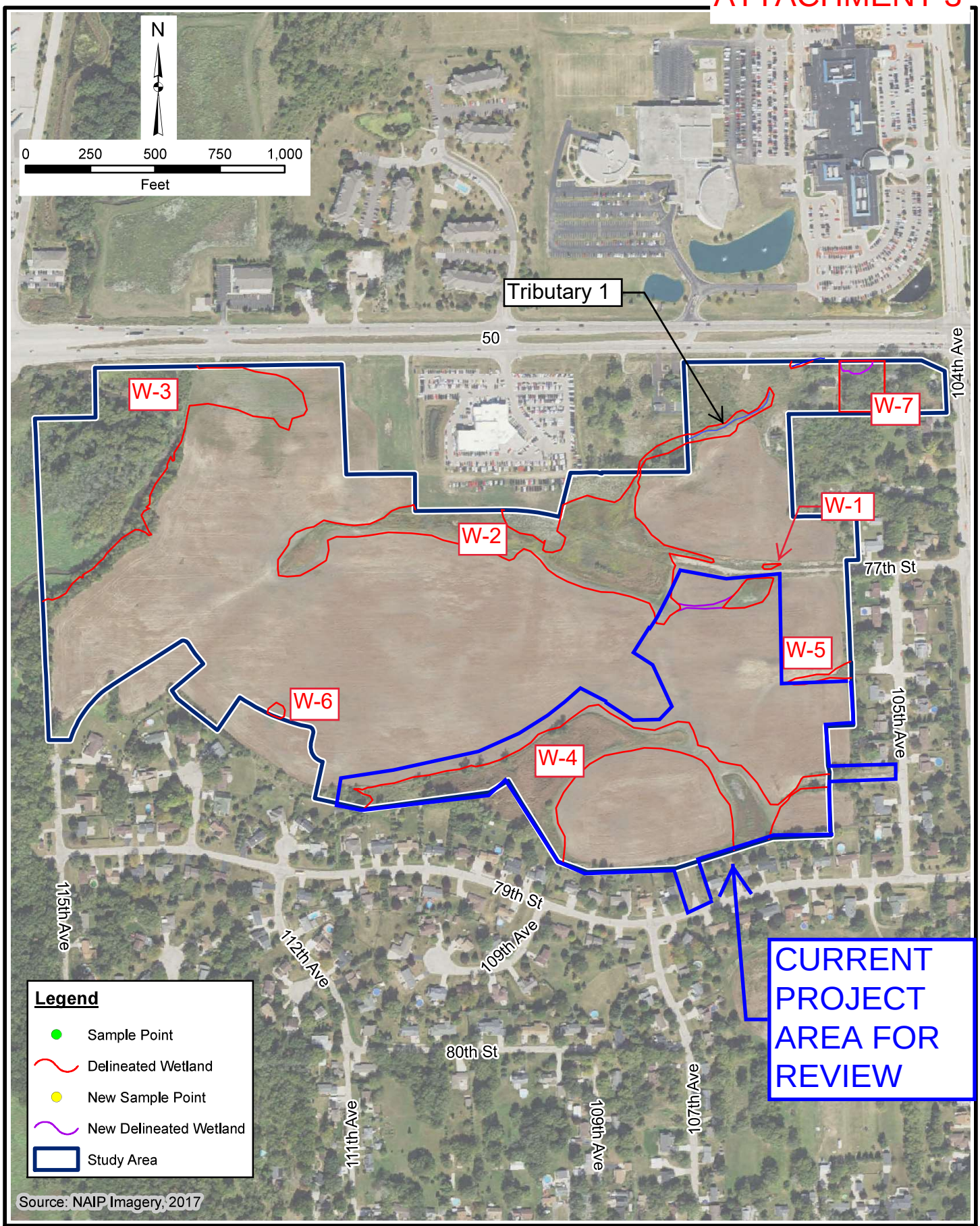
ISSUANCE	DATE

NO.	REVISION	DATE

PROJECT NO	24539
DESIGN DATE	2025.10.05
PLOT DATE	2025.11.13
DRAWN BY	---
CHECKED BY	PJI
APPROVED BY	---
SHEET NO	EX4.0

I:\Fiduciary RE\24539 - Seasons at River View Phase 2\060 CAD\030_Production Sheets\EX 4.0 Wetland.dwg

ATTACHMENT 3



OTIE
An Oneida ESC Group Company

FIGURE 2 (REVISED)
STUDY AREA LIMITS

Chateau Eau Plaines Development
City of Pleasant Prairie
Kenosha County, Wisconsin

C:\GIS_Projects\OTIE\OTIE_Chateau_Eau_Plaines\Figure 2 - Study Area Limits.mxd

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, WI 53212-3128

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

February 13, 2019 EXE-SE-2019-30-00295

KPK Construction
Kyle Kennedy
3700 22nd Street
Kenosha, WI 53144

RE: Artificial Wetland Exemption Determination for an area described as **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, located Section 07, Township 01 North, Range 22 East, Village of Pleasant Prairie, Kenosha County

Dear Mr. Kennedy:

This letter is in response to your request for an artificial wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation: 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area and 2) a wetland created as a result of a wetland mitigation requirement. In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Historic Maps, including the Original Land Survey Plat, Bordner Survey, the 1980 USGS topographic Quad map, and soil mapping.
- Aerial photographs, including the 1937 era photograph, a pre-construction photograph, and a post-construction photograph.
- Site photographs that show different angles and views of the wetland

Below is a summary of our findings:

<u>Request Narrative</u>

According to the request narrative, during the pre-field assessment of the site (review of existing documentation), it became apparent that site conditions, in terms of drainage, and location of wetness signatures, had been fluctuating on a fairly consistent basis. During the past twenty five years, preliminary grading for proposed roadways and installation of force a sanitary main and water mains has occurred throughout the site numerous times. The road project was never completed, grading was left incomplete and unmaintained resulting in poor drainage patterns throughout the site.

Additionally, since the 2008 wetland delineation was completed, the site has seen a significant increase in the stormwater, especially, from the north and east of the site. According to historical aerial photographs reviewed for this site, it appears that a majority of the site has been actively farmed since 1937. Numerous drain tiles, standpipes and surface drains effectively drained a majority of the site. Construction activities during the water main and sanitary force main extension project damaged several of the drain tiles that previously existed on the property causing additional flooding throughout the site and caused several drainage ditches for form.

Additionally, site grading and continued improvements to the ditch systems
that enter the site along 77th Street, 77th Place and 78th Place have also increased the volume of storm water that is discharged to the site. This is evident in looking at the historical aerials as well as the previous wetland delineation (2008).

Historic Map Review

- Original Land Survey Plat. The original land survey indicates wetlands surrounding the Kilbourn Ditch, some wetlands on the eastern portion of the site.
- Bordner Survey. The Bordner survey indicates that the area near W3 was part of the floodplain of the Kilbourn Ditch, the rest of the study area was cropped.
- 1980 USGS Topographic Quad map: The USGS Quad map indicates wetlands only along the Kilbourn Ditch, no significant changes in topography throughout the rest of the study area.
- Soil Maps: The soil maps indicate AtA (Ashkum silty clay loam), which is a predominantly hydric soil in W1, W2 (portion), and W3 (portion). W4 (portion) and part of W5 have EtB (Elliot silty clay loam) and VaB (Varna silt loam) which are predominantly non-hydric and W6 has MeB (Markham silt loam), which is predominantly non-hydric.
- The 2008 wetland delineation by an assured delineator did not indicate any of the areas of study for this artificial wetland determination request were wetlands at that time.

Aerial Photograph Review

- 1937 era aerial photograph. The 1937 aerial photograph shows the western portion of W4 (not part of this request) is shaded dark, indicating that it was most likely wetland, and the area where W3 is located was possibly part of the Kilbourn Ditch floodplain at the time.
- Pre-construction aerial photograph: The 1963, 1967, 1970, 1975 aerial photographs show a pond had been built west of the portion of W3 that we are reviewing, and a house and in the area of W3 that we are reviewing. The rest of the study area was cropped. A small stream is obvious in the NE portions of W2 (not part of this request). There are some dark spots in some of the areas that we are reviewing, but none of them are consistent or definite.
- Post-construction aerial photograph: The 1980, 1985, 1990, 1995, 2000, 2005, 2010 and 2015 aerial photographs show the area of W3 that we are reviewing had trees planted in rows until the early 2000s. After removal, the area looks to be wetter, but farmed. Cul-de-sacs were built on the eastern side of the property as early as 1980, and the area seems to have gone through various stages of development through the 1990s and 2000s.

Site Photographs

The site photographs show wetland areas with vegetation that is mostly invasive or low quality. The areas that are now considered wetlands appear to have gotten wetter each year, most likely due to the stops and starts of various kinds of development, and stormwater entering the property from the develop occurring all around it.

Conclusion:

- Based upon the information provided above, the wetland identified as **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, lacked a wetland history prior to August 1, 1991, and fulfills all artificial wetland exemption standards. Therefore, **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6** is exempt from state wetland regulations.

This letter describes DNR's decision regarding the jurisdictional status of **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, you will need to contact the U.S. Army Corps of Engineers. The U.S. Army Corps of Engineers contact for Kenosha County is April Marcangeli. April Marcangeli can be reached at (651) 290-5731.

If you have any questions about this determination, please contact me at (414) 303-5065 or email maureen.millmann@wisconsin.gov.

Sincerely,

Maureen Millmann
Municipal Transportation Policy Coordinator
Wetland Exemption Team

cc: April Marcangeli, U.S. Army Corps of Engineers
Michelle Scott, WMS, DNR
Scott, Horzen, OTIE, Consultant

Portion of W-3

Portion of W-2

W-1

W-5

W-6

Portion of W-4

DELINEATED WETLANDS

ARTIFICIAL WETLANDS

Pleasant Prairie Master Plan Concept

1" = 100' SITE PLAN

Pleasant Prairie, Wisconsin

21 JAN 2019

Architecture

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST PAUL DISTRICT
GREEN BAY FIELD OFFICE
320 NORTH BROADWAY SUITE 200
GREEN BAY WI 54303

January 7, 2026

Regulatory File No. MVP-2019-00455-TKO

Emma Johnson
LandCO2
5032 W Forest Home Ave. #5
Milwaukee, WI 53219
emma@landco2.com

Dear Emma Johnson,

This letter contains an Approved Jurisdictional Determination (AJD) for the area(s) identified below, located to the southwest of the intersection of 77th and 105th Avenue, in Section 07, Township 01N, Range 022E, Kenosha County, Wisconsin. The review area for this determination is identified on the enclosed figure labeled: MVP-2019-00455-TKO Figures 1-2 of 2.

Non-Jurisdictional Area(s):

We have determined that the following area(s) are not waters of the United States subject to Corps of Engineers (Corps) jurisdiction under Section 404 of the Clean Water Act or Sections 9 or 10 of the Rivers and Harbors Act:

- Wetland B, 0.02-acre
- Wetland C, 0.02-acre
- Wetland D, 0.20-acre
- Wetland F, 0.10-acre

You are not required to obtain Corps authorization within the area(s) listed above. This determination only applies to the area(s) identified above and is based on a reasonable approximation of their location and boundaries. The basis for this determination is provided in the enclosed Memorandum for Record.

Agricultural Lands Information:

This determination has been conducted to identify the location and extent of the aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of an NRCS Certified Wetland Determination with the local USDA service center, prior to starting work.

Appeal Process:

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

must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP.

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

AJD Expiration:
This AJD may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to information that was not considered during our initial review.

Contact Information:
If you have any questions, please contact me in our Green Bay Field Office at 920-912-5427 or timothy.k.orlowski@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

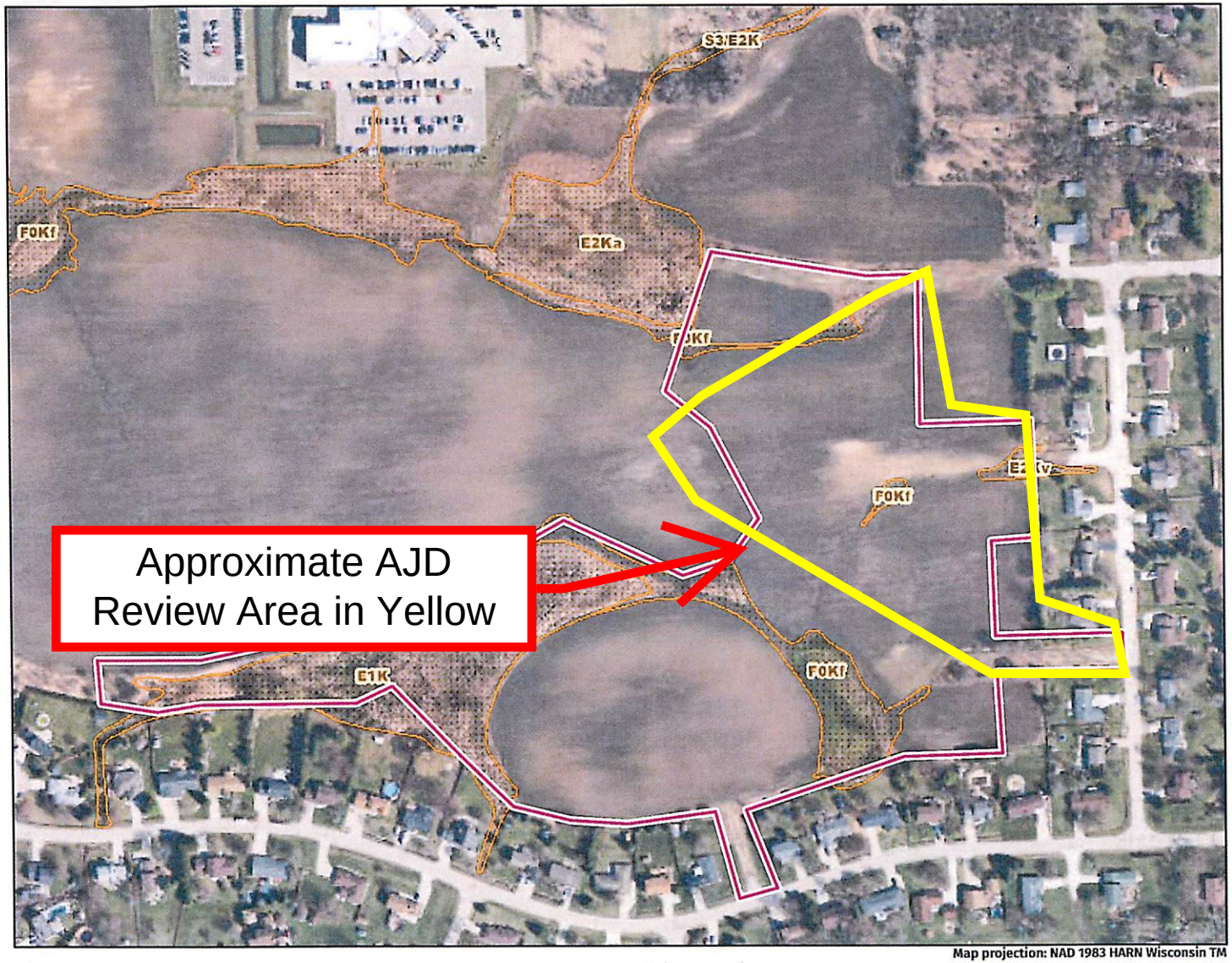
Tim Orlowski
Project Manager

Enclosures
AJD Figures, AJD MFR, Appeals Form

cc:
Sonya Ponzi, WI DNR

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

MVP-2019-00455-TKO Figure 1



Legend: (some map layers may not be displayed)

Wetland Class Points

Wetland too small to delineate

Wetland Class Areas

Latest Leaf Off Imagery

Notes:

Map projection: NAD 1983 HARN Wisconsin TM

N

Map: 0 290 580 Feet
0 80 160 Meters

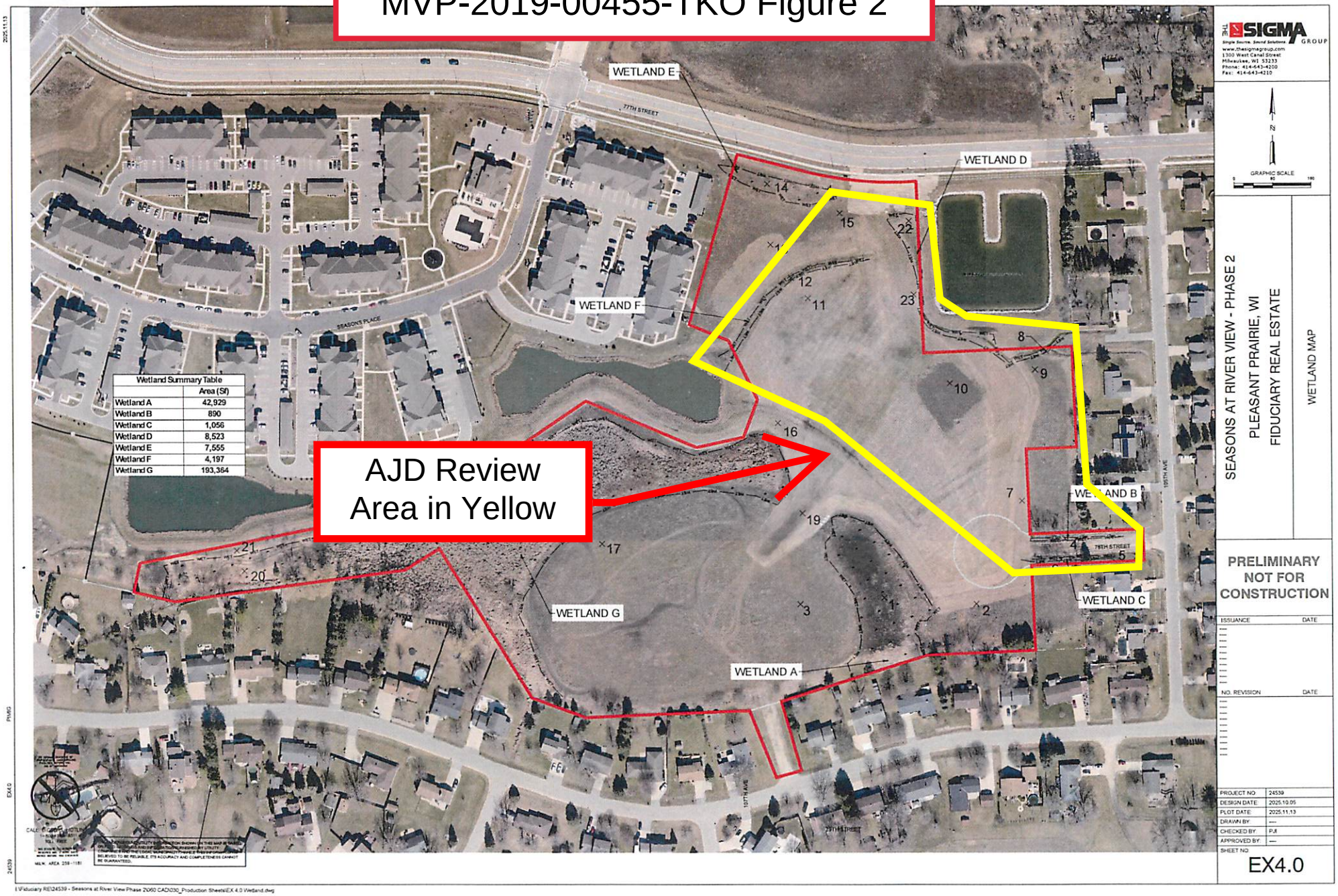
Service Layer Credits:
Latest Leaf Off: , DNR Basic Feature Vector Tile Layer WTM: , Wetland Inventory NWI (Dynamic): Calvin Lawrence, Dennis Weise, Nina Rihn

This map is a product generated by a DNR web mapping application.

This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose user agrees to be bound by all disclaimers found here: https://dnr.wisconsin.gov/legal

Date Printed: 10/12/2025 3:48 PM

MVP-2019-00455-TKO Figure 2



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST PAUL DISTRICT
GREEN BAY FIELD OFFICE
320 NORTH BROADWAY SUITE 200
GREEN BAY WI 54303

CEMVP-RD

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Approved Jurisdictional Determination in accordance with the "Revised Definition of 'Waters of the United States'"; (88 FR 3004 (January 18, 2023) as amended by the "Revised Definition of 'Waters of the United States'; Conforming" (8 September 2023) ,[1] MVP-2019-00455-TKO [MFR 1 of 1][2]

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.[3] AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.[4]

On January 18, 2023, the Environmental Protection Agency (EPA) and the Department of the Army ("the agencies") published the "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule"). On September 8, 2023, the agencies published the "Revised Definition of 'Waters of the United States'; Conforming", which amended the 2023 Rule to conform to the 2023 Supreme Court decision in *Sackett v. EPA*, 598 U.S., 143 S. Ct. 1322 (2023) ("*Sackett*").

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. For the purposes of this AJD, we have relied on Section 10 of the Rivers and Harbors Act of 1899 (RHA),[5] the 2023 Rule as amended,

[1] While the Revised Definition of "Waters of the United States"; Conforming had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.
[2] When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, the territorial seas, or interstate water that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).
[3] 33 CFR 331.2.
[4] Regulatory Guidance Letter 05-02.
[5] USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

as well as other applicable guidance, relevant case law, and longstanding practice in evaluating jurisdiction.

1. SUMMARY OF CONCLUSIONS.

    a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States).

Name of Aquatic Resource	JD or Non-JD	Section 404/Section 10
Wetland B	Non-Jurisdictional	N/A
Wetland C	Non-Jurisdictional	N/A
Wetland D	Non-Jurisdictional	N/A
Wetland F	Non-Jurisdictional	N/A

2. REFERENCES.

    a. "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule")

    b. "Revised Definition of 'Waters of the United States'; Conforming" 88 FR 61964 (September 8, 2023))

    c. *Sackett v. EPA*, 598 U.S. 651, 143 S. Ct. 1322 (2023)

    d. Memorandum To the Field Between the U.S. Department Of The Army, U.S. Army Corps Of Engineers And The U.S. Environmental Protection Agency Concerning The Proper Implementation Of 'Continuous Surface Connection' Under The Definition Of "Waters Of The United States" Under The Clean Water Act" (March 12, 2025)

3. REVIEW AREA.
    a. Project Are Size (in acres): 15-acre
    b. Location Description: The project/review area is located in Section 07, Township 01N, Range 022E, Kenosha County, Wisconsin.
    c. Center Coordinates of the Project Site (in decimal degrees)
    Latitude: 42.5638 Longitude: -87.9365
    d. Nearest City or Town: Pleasant Prairie
    e. County: Kenosha
    f. State: Wisconsin
    g. Other associated Jurisdictional Determinations (including outcomes):

Action ID	Type	Outcome
MVP-2019-00455 (19-FEB-2019)	AJD	Wetland D (Wetland 5 in prior AJD) was determined to be non-jurisdictional

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), THE TERRITORIAL SEAS, OR INTERSTATE WATER TO WHICH THE AQUATIC RESOURCE IS CONNECTED. [N/A][6]

5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, THE TERRITORIAL SEAS, OR INTERSTATE WATER. [N/A]

6. SECTION 10 JURISDICTIONAL WATERS[7]: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.[8]
   N/A

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the 2023 Rule as amended, consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the 2023 Rule as amended. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed. [N/A]

[6] This MFR should not be used to complete a new stand-alone TNW determination. A stand-alone TNW determination for a water that is not subject to Section 9 or 10 of the Rivers and Harbors Act of 1899 (RHA) is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established.
[7] 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.
[8] This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

a. Traditional Navigable Waters (TNWs) (a)(1)(i): N/A

b. The Territorial Seas (a)(1)(ii): N/A

c. Interstate Waters (a)(1)(iii): N/A

d. Impoundments (a)(2): N/A

e. Tributaries (a)(3): N/A

f. Adjacent Wetlands (a)(4): N/A

g. Additional Waters (a)(5): N/A

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

a. Describe aquatic resources and other features within the review area identified in the 2023 Rule as amended as not "waters of the United States" even where they otherwise meet the terms of paragraphs (a)(2) through (5). Include the type of excluded aquatic resource or feature, the size of the aquatic resource or feature within the review area and describe how it was determined to meet one of the exclusions listed in 33 CFR 328.3(b).[9]

Wetlands B, C, D, and F (W-B, W-C, W-D, and W-F) are excavated drainage features that are not waters of the U.S. These features were excavated in, and drain only, uplands to provide drainage for an access road (W-B/C) and storm water infrastructure (W-D/F) from surrounding development. Aerial images show the review area consisting entirely of actively cropped agricultural field until the 1980 aerial. Here 105th Ave can be seen as being constructed along the eastern boundary of the delineation study area, and 78th St. can be seen in the current location of wetlands W-B and W-C. At this time disturbance from a second access road, parallel to 78th St, can be seen extending west from 105th Ave in the location of the southeastern extent of W-D. The areas containing wetlands W-D and W-F remained actively cropped through 2020 with no signs of persistent wetness signature. By 2022 the excavated drainage features can be seen constructed and draining to non-jurisdictional storm water ponds at the northeast of W-D and the southwest of W-F. Review of aerial imagery prior to excavation show the locations containing W-B, W-C, W-D, and W-F exhibited no signs of wetland presence (standing water, repeated crop/vegetation stress, distinct variation of vegetation) within the delineated wetland boundary. These ditches

[9] 88 FR 3004 (January 18, 2023)

are non-RPWs as they lack a defined bed and bank (imagery), OHWM, and show no evidence of standing water or prolonged saturation (veg stress/darkened soils). W-B, W-C, W-D, and W-F fit the definition of (b)(3) waters, from 33 CFR 328.3(b), as they were excavated wholly in, and drain only, upland and do not carry a relatively permanent flow of water.

b. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the 2023 Rule as amended (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

N/A

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

a. No field visits were conducted. Desktop review evaluation was conducted on 12/30/2025.

b. AJD Application “2019-00455-TKO 20251202.APP.pdf” in the administrative record.

c. Mississippi Valley Division Regulatory Viewer, 12/30/2025.

d. Wisconsin DNR Surface Water Data Viewer, 12/30/2025.

e. Kenosha County GIS Interactive Mapping, 12/30/2025.

10. OTHER SUPPORTING INFORMATION. [N/A]

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR’s structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

U.S. Army Corps of Engineers (USACE)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

Form Approved –
OMB No. 0710-0003
Expires 2027-10-31

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority	The authorities for requesting this information are Sections 9, 10, 13, and 14, Rivers and Harbors Act of March 3, 1899; Section 404, Clean Water Act; and Section 103 Marine Protection Research and Sanctuaries Act of 1972.
Principal Purpose	This information serves as notification to affected parties regarding the USACE administrative appeal options and process, as well as to facilitate requests for appeal of USACE decisions with which they disagree.
Routine Uses	Routine uses will include: (a) To serve as notification to affected parties of the Corps administrative appeal options and process and to facilitate requests for appeal of Corps decisions with which they disagree. (b) Records may be referred to the Department of Justice for possible criminal prosecution. (c) Records may be referred to other Federal, State, and local agencies for evaluation and enforcement purposes.
Disclosure	Disclosure of this information is voluntary on your part. However, failure of individual to provide requested information could result in inability to determine all pertinent information regarding a Department of the Army permit matter.

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PURPOSE: This form is used to facilitate the initiation of the administrative appeals process. The appeals process allows an affected party to pursue an administrative appeal of certain Corps of Engineers decisions with which they disagree.

Upon release, this form will also be available on the Corps website https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/

Applicant: LandCO2 (Emma Johnson)	File Number: MVP-2019-00455-TKO	Date: 1/7/2026

Documents Attached (*select all that apply*):		Form Reference Section:
☐	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
☐	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
☐	PERMIT DENIAL WITHOUT PREJUDICE	C
☐	PERMIT DENIAL WITH PREJUDICE	D
☒	APPROVED JURISDICTIONAL DETERMINATION	E
☐	PRELIMINARY JURISDICTIONAL DETERMINATION	F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/ or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

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

- RECONSIDERATION: You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:	If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:
Name: Timothy Orlowski	Name: Brian Oberlies, Regulatory Appeals Review Officer
Street Address, City, State: 320 North Broadway Green Bay, WI 54303	Street Address, City, State: 1400 Walnut Street Vicksburg, Mississippi 39180
Phone: 920-912-5427	Phone: 601-634-5820
Email: timothy.k.orlowski@usace.army.mil	Email: brian.m.oberlies@usace.army.mil

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

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

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

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

Email address of appellant and/or agent	Telephone number
Signature of appellant or agent	Date

Zoning Map and Zoning Text Amendment Application

Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262.925.6717
Email: communitydevelopment@pleasantprairiewi.gov

GENERAL INFORMATION

Property Location/Address: Lots 1 and 2 of CSM Map #3000

Tax Parcel Number(s): 91-4-122-071-0301 & 91-4-122-071-0302

Current Zoning: R-11 UHO

Proposed Zoning: R-11 PUD, R-4 UHO, C-1

ZONING MAP AMENDMENT (check all that apply)

- ☐ Correct Zoning Map as a result of a wetland staking being completed
- ☐ Correct Zoning Map as a result of a wetland fill permit obtained by the WI DNR and US ACOE
- ☑ Other (describe change)
  R-11 UHO to R-11 PUD and R-4 UHO

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

ZONING TEXT AMENDMENT

- ☑ Planned Unit Development (PUD) Ordinance
- ☐ Other (describe change)

If a Planned Unit Development is proposed include a letter indicting the dimensional variations being requested and 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.

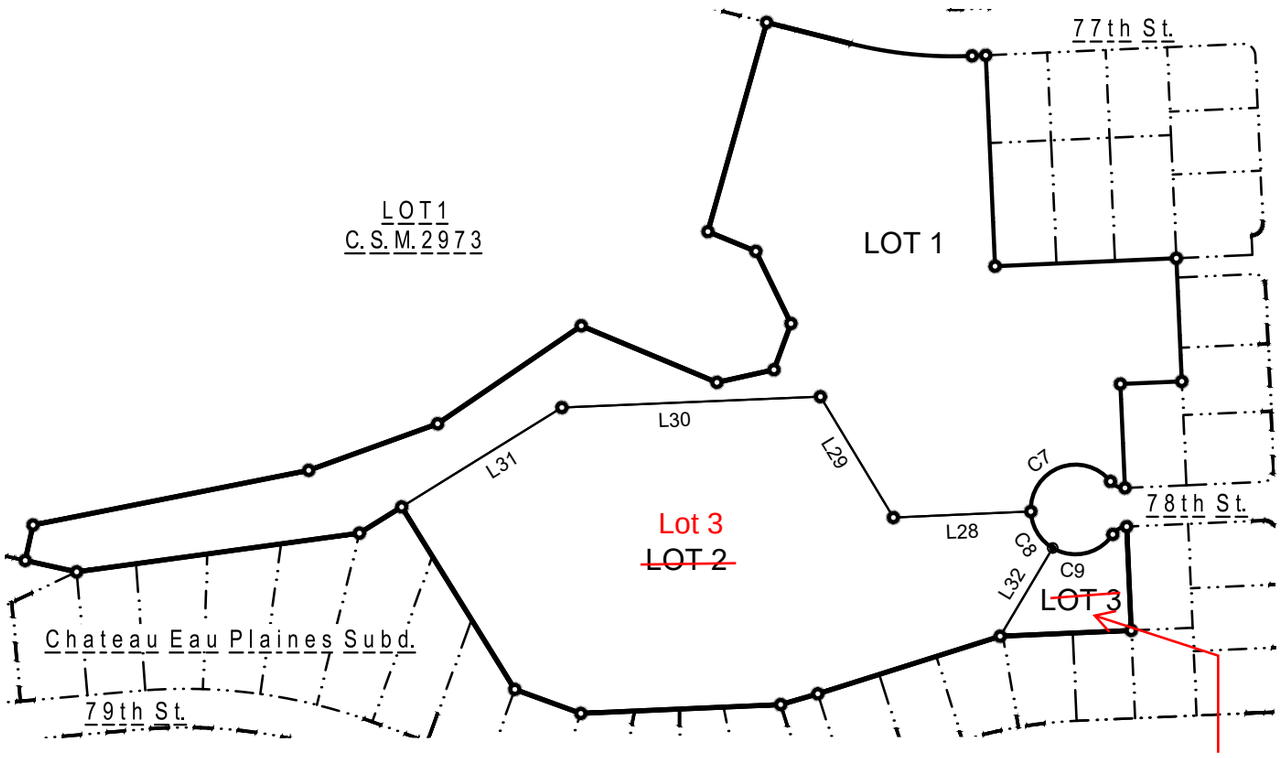
REQUIRED SIGNATURES

I hereby certify that all the above statements and all attachments submitted with this application are true and correct to the best of my knowledge.

PROPERTY OWNER	APPLICANT
Print Owners Name: FRED-Senior Lot 2, LLC	Company Name: FRED-Pleasant Prairie Two HC, LLC
Print Name of Signatory: Steven Bersell	Print Name of Signatory: Anthony DeRosa
Signature:	Signature:
Mailing Address: 789 N. Water Street, Suite 500	Mailing Address: 789 N. Water Street, Suite 500
City/State/ZIP: Milwaukee, WI 53202	City/State/ZIP: Milwaukee, WI 53202
[redacted]	
Date	Date

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LEGEND & NOTES:

INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.

INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

Line Table		
Line #	Length	Direction
L28	234.93	S87° 32' 49"W
L29	241.13	N31° 03' 25"W
L30	442.03	S87° 39' 29"W
L31	321.96	S58° 15' 43"W
L32	175.32	S30° 50' 00"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C7	191.91	76.50	143°43'59"	S69° 24' 48"W	145.40
C8	75.70	76.50	56°41'58"	S30° 48' 12"E	72.65
C9	116.20	76.50	87°01'58"	N77° 19' 49"E	105.35

4/6/2026

INTERIOR LOT LINES
BEARINGS AND DISTANCES

GRAPHIC SCALE

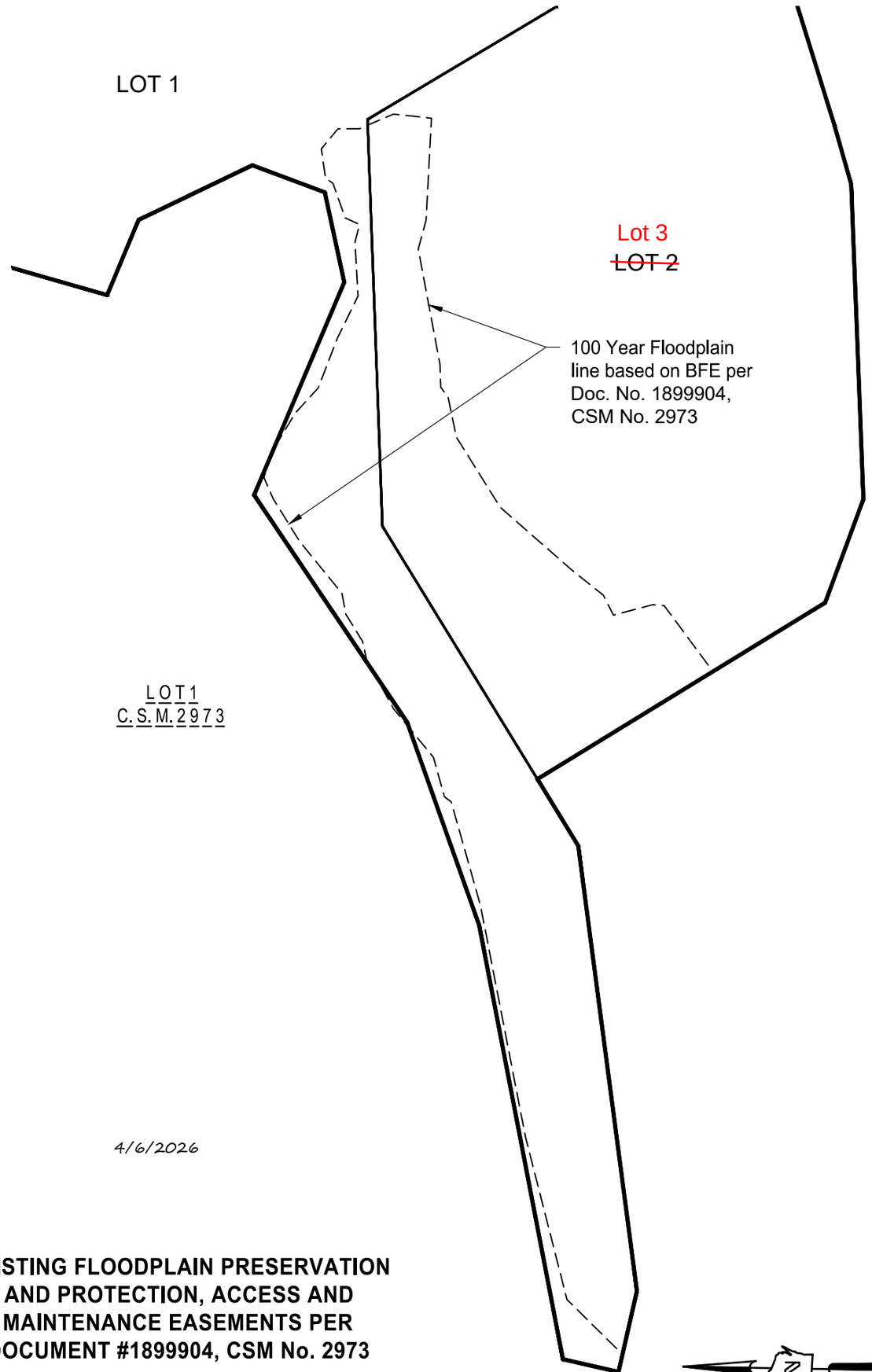
0 300' 600'

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



4/6/2026

EXISTING FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS PER DOCUMENT #1899904, CSM No. 2973

GRAPHIC SCALE

0 150' 300'

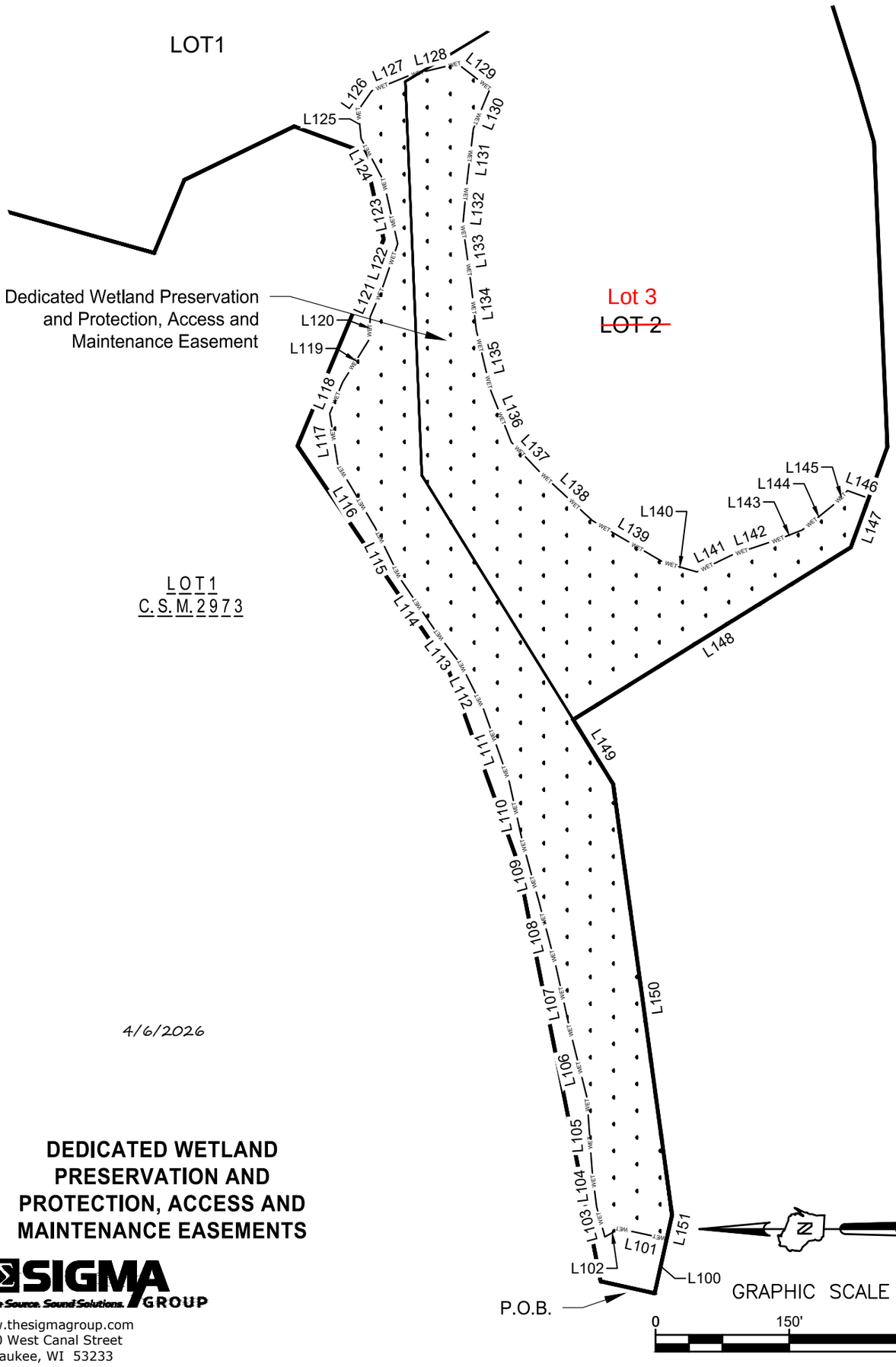
THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 6 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SEE SHEET 8 FOR CONTINUATION



4/6/2026

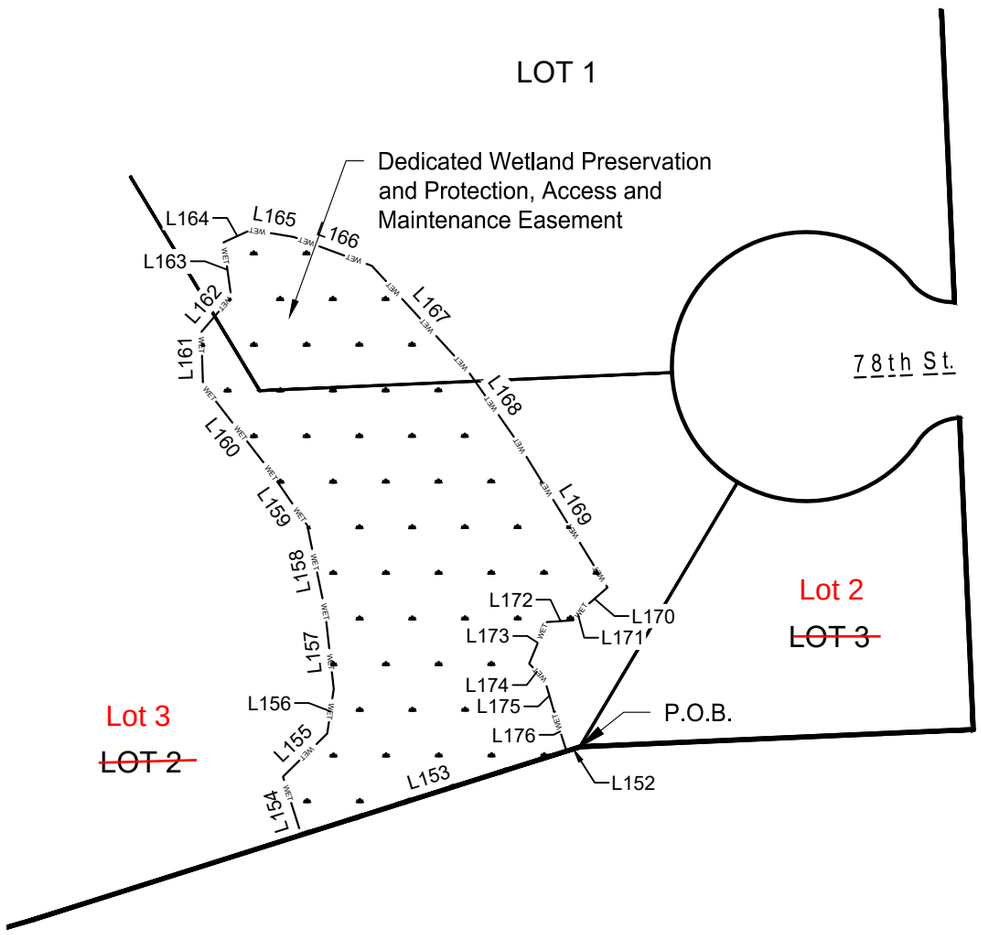
DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



4/6/2026

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

GRAPHIC SCALE
0 100' 200'

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 8 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Line Table		
Line #	Length	Direction
L100	62.27	S77° 27' 07"E
L101	54.03	N12° 32' 49"E
L102	18.98	N28° 53' 29"W
L103	34.86	N74° 44' 22"E
L104	39.41	N82° 51' 15"E
L105	83.98	N85° 57' 28"E
L106	70.83	N75° 53' 37"E
L107	79.85	N77° 34' 23"E
L108	75.78	N75° 16' 38"E
L109	67.14	N74° 42' 33"E
L110	70.25	N77° 35' 21"E
L111	86.51	N70° 34' 22"E
L112	54.91	N63° 25' 42"E
L113	49.57	N52° 59' 29"E
L114	70.15	N56° 05' 03"E
L115	63.34	N63° 59' 02"E
L116	82.78	N59° 30' 03"E
L117	57.29	N81° 06' 07"E
L118	38.16	S67° 32' 14"E
L119	56.11	S58° 02' 15"E
L120	25.54	S87° 17' 04"E
L121	31.66	S66° 40' 40"E
L122	55.99	S70° 42' 31"E
L123	72.44	N77° 19' 58"E
L124	53.67	N62° 03' 37"E
L125	31.60	N84° 17' 53"E
L126	26.55	S55° 10' 19"E
L127	46.75	S22° 17' 14"E
L128	54.37	S13° 34' 46"E
L129	46.18	S37° 46' 10"W

Line Table		
Line #	Length	Direction
L130	48.49	N67° 25' 35"W
L131	67.73	N83° 07' 06"W
L132	41.85	N84° 39' 10"W
L133	61.01	S81° 54' 21"W
L134	56.59	S83° 28' 50"W
L135	70.29	S76° 37' 15"W
L136	61.85	S68° 11' 10"W
L137	48.08	S46° 24' 27"W
L138	78.23	S42° 44' 57"W
L139	92.08	S30° 29' 52"W
L140	39.39	S16° 18' 21"W
L141	44.38	S25° 36' 15"E
L142	51.62	S18° 20' 59"E
L143	31.58	S21° 15' 48"E
L144	47.39	S38° 42' 55"E
L145	19.89	S46° 26' 39"E
L146	25.34	S20° 02' 49"W
L147	58.36	N69° 57' 11"W
L148	366.57	N31° 44' 17"W
L149	84.87	S58° 15' 43"W
L150	487.55	S82° 16' 29"W
L151	27.73	N77° 27' 11"W
L152	8.07	S72° 32' 14"W
L153	158.31	S72° 32' 50"W
L154	34.76	N17° 27' 10"W
L155	35.17	N45° 50' 40"E
L156	25.58	N8° 27' 15"E
L157	45.08	N6° 18' 11"W
L158	49.38	N11° 43' 42"W
L159	37.89	N34° 17' 26"W

Line Table		
Line #	Length	Direction
L160	61.78	N37° 48' 41"W
L161	30.07	N1° 50' 08"W
L162	26.24	N40° 39' 24"E
L163	31.37	N7° 56' 53"W
L164	17.23	N65° 22' 09"E
L165	24.62	S80° 24' 58"E
L166	47.44	S69° 39' 49"E
L167	80.31	S42° 24' 40"E
L168	48.93	S34° 49' 02"E
L169	98.47	S31° 44' 18"E
L170	19.67	S48° 45' 36"W
L171	6.83	S33° 54' 56"W
L172	16.15	S86° 24' 43"W
L173	25.61	S22° 40' 57"W
L174	12.76	S43° 47' 36"E
L175	18.96	S16° 06' 38"E
L176	23.52	S17° 27' 10"E

4/6/2026

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

FIDUCIARY
REAL ESTATE DEVELOPMENT, INC

REZONING & SITE PLAN SUBMITTAL

SEASONS AT RIVER VIEW - PHASE TWO

April 8, 2026

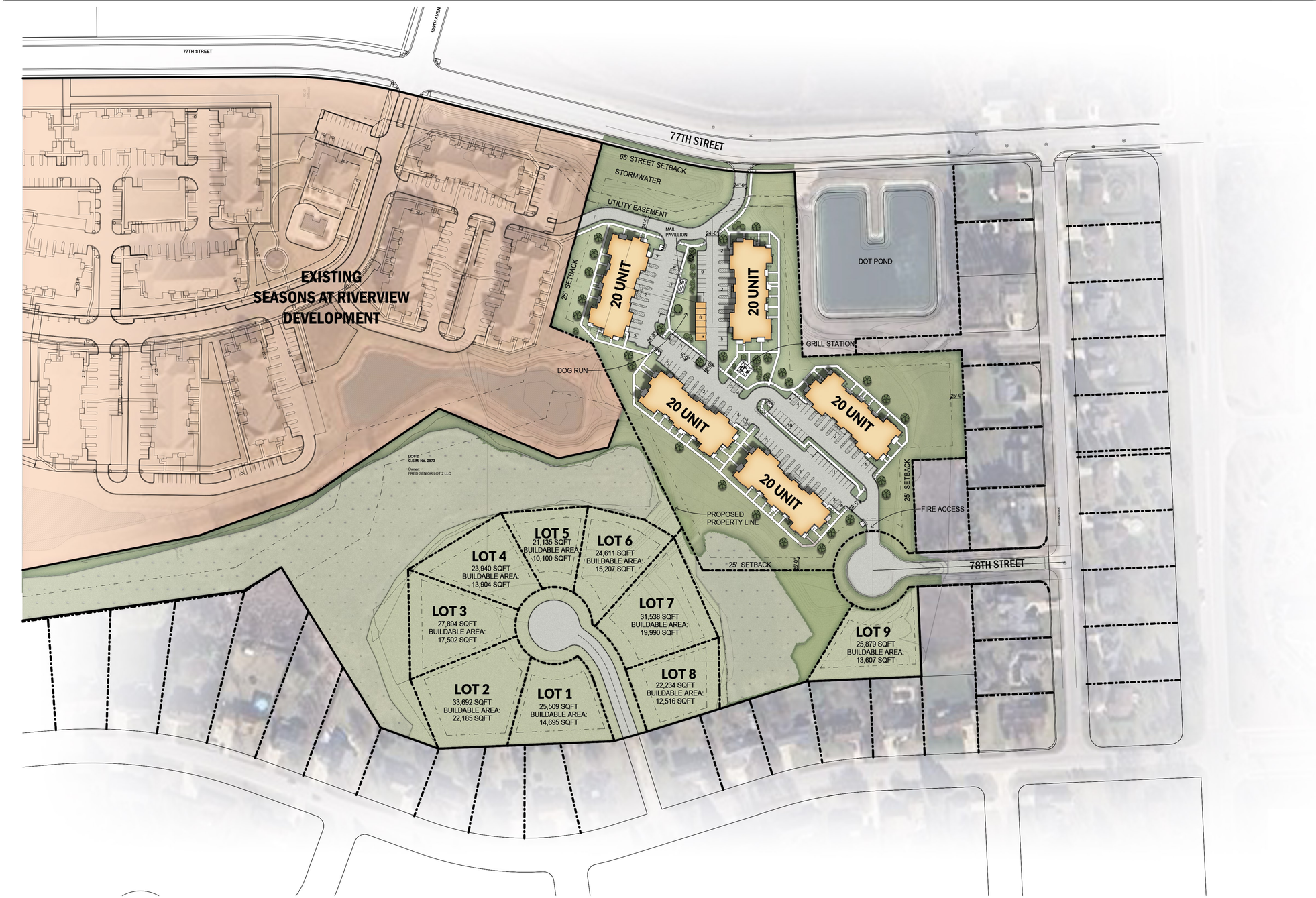
PROPOSED DEVELOPMENT
SEASONS AT RIVER VIEW - PHASE TWO

12.05
TOTAL ACRES

100
APARTMENT HOMES

8.3
APARTMENT HOMES PER ACRE

9
SINGLE FAMILY LOTS



SEASONS AT RIVER VIEW | PHASE 2

PLEASANT PRAIRIE, WISCONSIN

PRELIMINARY DRAFT - NOT FOR CONSTRUCTION

MASTER CONCEPTUAL PLAN

APRIL 7 , 2026

G220 ARCHITECTURE

SITE STATISTICS

MULTIFAMILY

TWO STORY WALKUP BUILDINGS WITH 20 UNIT CONFIGURATIONS

UNIT MIX	
STUDIO	10
ONE BEDROOM	40
TWO BEDROOM	40
THREE BEDROOM	10
TOTAL UNIT COUNT	100

20 UNIT BUILDING AREA	
FIRST FLOOR	13,090 SQFT
SECOND FLOOR	12,656 SQFT
TOTAL	25,746 SQFT
6 CAR GARAGE AREA	1,580 SQFT
PROJECT TOTAL BUILDING AREA	130,310 SQFT
TOTAL RESDIENTIAL SITE AREA:	12.05 ACRES
UNITS / ACRE:	8.3

PARKING

SITE STALLS:	139 (1.39 STALLS/UNIT)
ENCLOSED STALLS:	66 (0 .66 STALLS/UNIT)
TOTAL STALLS	205 (2.05 STALLS/UNIT)
PROPOSED IMPERVIOUS AREA:	166,193 SQFT (3.813 ACRES) 42.7%

GRAPHIC SCALE
0 20 40 80

SEASONS AT RIVER VIEW | PHASE 2

PLEASANT PRAIRIE, WISCONSIN

PRELIMINARY DRAFT - NOT FOR CONSTRUCTION

SITE PLAN

APRIL 7 , 2026

G221 ARCHITECTURE

FIDUCIARY
REAL ESTATE DEVELOPMENT, INC

SEASONS AT RIVER VIEW | PHASE 2

PLEASANT PRAIRIE, WISCONSIN

PRELIMINARY DRAFT - NOT FOR CONSTRUCTION

RENDERINGS

APRIL 7 , 2026

G222

ARCHITECTURE

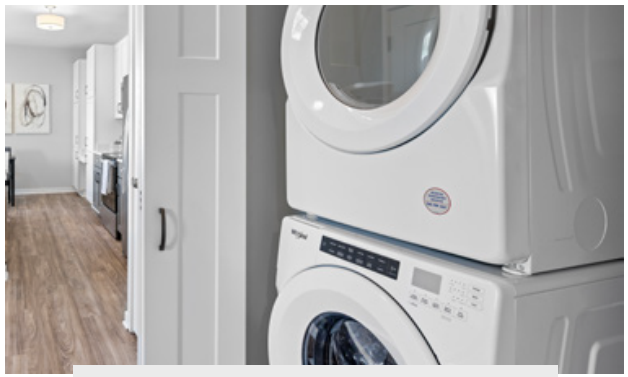
DESIGN/MATERIALS

- The residential buildings consist of two stories and are designed to maximize space efficiency while maintaining strong visual interest
- A brick façade serves as the defining feature, grounding the design with timeless durability and elegance, while complementing the gabled roofs and balanced proportions
- Large windows contribute to the building's spacious feel, allowing natural light to flood the interiors
- The exterior finish of the building includes a combination of high quality materials of brick and Hardie Siding (fiber cement) along with board and batten to create visual depth across the buildings
- A mix of large balconies and patios complement the exterior elevations

IN-DEMAND SINGLE FAMILY FEATURES

- Direct-Access Garages Available
- Patios/Balconies for all Apartment Homes
- Private Entrances
- Primary Suites w/ Walk-In Closets
- Stainless Steel Appliances

ATTACHED GARAGES



IN-UNIT FULL SIZE WASHER/DRYER

UPGRADED KITCHENS

INSPIRING INTERIORS

- Upgraded stainless steel appliances
- Designer cabinetry
- Large windows
- Open concept floor plans
- In-unit full size washer / dryer
- Walk-in closets for primary bedrooms
- Balconies & patios
- 9’ ceilings
- Designer plank flooring in kitchens, living rooms & bathrooms
- Quartz countertops & islands

SEASONS AT RIVER VIEW - PHASE 2

PLEASANT PRAIRIE, WI, FIDUCIARY REAL ESTATE

CIVIL ENGINEERING PLANS

GOVERNING AGENCY CONTACTS:

PLEASANT PRAIRIE VILLAGE HALL
9915 39TH STREET
PLEASANT PRAIRIE, WI 53158

ROGER PRANGE MUNICIPAL BUILDING
8600 GREEN BAY ROAD
PLEASANT PRAIRIE, WI 53158

PLEASANT PRAIRIE FIRE STATION #3
10165 TERWALL TERRACE
PLEASANT PRAIRIE, WI 53158

COMMUNITY DEVELOPMENT DEPARTMENT:
ROB HANSON
COMMUNITY DEVELOPMENT DIRECTOR
OFFICE: (262) 925-6713
EMAIL: RHANSON@PLEASANTPRAIRIEWI.GOV

PEGGY HERRICK
ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
OFFICE: (262) 925-6716
EMAIL: PHERRICK@PLEASANTPRAIRIEWI.GOV

MIRANDA STEINMETZ
PLANNER II
OFFICE: (262) 925-6711
EMAIL: MSTEINMETZ@PLEASANTPRAIRIEWI.GOV

ENGINEERING DEPARTMENT:
MATT J. FINEOUR, P.E.
EXECUTIVE DIRECTOR OF INFRASTRUCTURE MANAGEMENT
OFFICE: (262) 925-6775
EMAIL: MFINEOUR@PLEASANTPRAIRIEWI.GOV

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VILLAGE ENGINEER
OFFICE: (262) 925-6728
EMAIL: KDAVIDSON@PLEASANTPRAIRIEWI.GOV

SARAH TOMCZYK
ASSISTANT VILLAGE ENGINEER
OFFICE: (262) 948-8938
EMAIL: STOMCZYK@PLEASANTPRAIRIEWI.GOV

PUBLIC WORKS DEPARTMENT:
TOM HUPP
DIRECTOR OF PUBLIC WORKS
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EMAIL: THUPP@PLEASANTPRAIRIEWI.GOV

BUILDING INSPECTION DEPARTMENT:
SANDRO PEREZ
DIRECTOR OF BUILDING INSPECTIONS
OFFICE: (262) 925-6722
EMAIL: SPEREZ@PLEASANTPRAIRIEWI.GOV

FIRE AND RESCUE DEPARTMENT:
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CHIEF OF FIRE AND RESCUE
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EMAIL: CROEPKE@PLEASANTPRAIRIEWI.GOV

AARON LONGRIE
ASSISTANT FIRE CHIEF
OFFICE: (262) 948-8975
EMAIL: ALONGRIE@PLEASANTPRAIRIEWI.GOV

WISCONSIN DOT:
ART BAUMANN
TRAFFIC OPERATIONS ENGINEER
OFFICE: (262) 548-6707
EMAIL: ART.BAUMANN@DOT.WI.GOV

KEVIN KOEHNKE, P.E.
PERMITS COORDINATOR
OFFICE: (262) 548-5891
EMAIL: KEVIN.KOEHNKE@DOT.WI.GOV

KENOSHA COUNTY:
GREGORY BOLDT, P.E.
DIRECTOR/HIGHWAY COMMISSIONER
DIVISION OF HIGHWAYS - PUBLIC WORKS DEPARTMENT
OFFICE: (262) 857-1870
EMAIL: GREGORY.BOLDT@KENOSHACOUNTY.ORG

AT&T:
BRENT LEWIS
OFFICE: (414) 429-4214
EMAIL: BL521D@ATT.COM

TDS TELECOM:
SOUTHEAST WISCONSIN
OFFICE: (877) 483-7142

TIME WARNER CABLE/SPECTRUM:
STEVE CRAMER
CONSTRUCTION SUPERVISOR
OFFICE: (414) 277-4045
EMAIL: STEVE.CRAMER@CHARTER.COM
EMERGENCY NUMBER: (800) 627-2288

WEC ENERGY GROUP:
JOEL BUROW
CEM MANAGER
OFFICE: (424 221-3192
EMAIL: JOEL.BUROW@WECENERGYGROUP.COM

WE-ENERGIES:
ALLIE KLAWINSKI
SR. SERVICE MANAGER
OFFICE: (262) 552-3227
EMAIL: ALLIE.KLAWINSKI@WE-ENERGIES.COM

MICHAEL BAKER
CUSTOMER SERVICE MANAGER
OFFICE: (262) 886-7041
EMAIL: MICHAEL.BAKER@WE-ENERGIES.COM

HUSSAIN BIYAWERWALA
SENIOR ENGINEER
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EMAIL: HUSSAIN.BIYAWERWALA@WE-ENERGIES.COM

BRANDON ERTS
GAS ENGINEERING
OFFICE: (414) 221-3654
EMAIL: BRANDON.ERTS@WE-ENERGIES.COM

NATURAL GAS EMERGENCY: (800) 261-5325
ELECTRICAL EMERGENCY: (800)662-4797

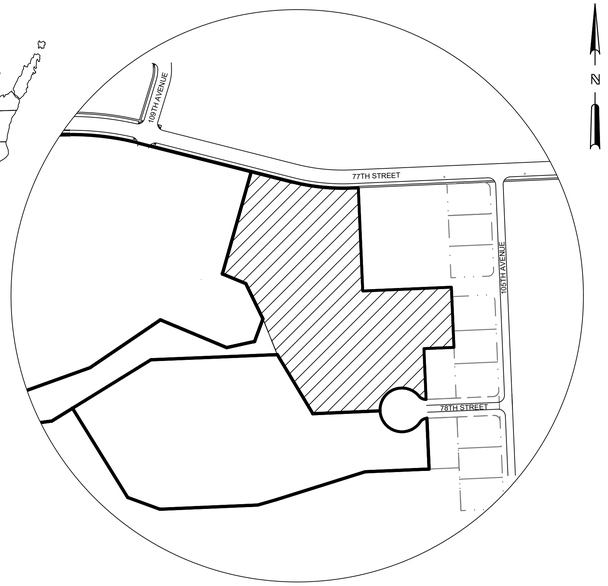
AMERICAN TRANSMISSION COMPANY
BRIAN MCGEE
OFFICE: (262) 506-6895
EMAIL: BMCGEE@ATCLLC.COM
EMERGENCY NUMBER: (800) 972-5341

WI DEPARTMENT OF NATURAL RESOURCES:
ANDREA STERN
WATER REGULATION/ZONING ENGINEER-ADV
OFFICE: (262) 282-0694
EMAIL: ANDREA.STERN@WISCONSIN.GOV

PETER WOOD, P.E.
WATER RESOURCES ENGINEER
OFFICE: (262) 884-2360
EMAIL: PETER.WOOD@WISCONSIN.GOV

SITE LOCATION MAP:

NOT TO SCALE



SHEET INDEX

SHEET NO.	DESCRIPTION
000	Cover
C001	Site Survey
C002	Site Preparation & Erosion Control
C100	Overall Site Plan
C100A	Site Plan
C101	Site Plan
C102	Site Plan
C200	Overall Grading Plan
C201	Grading Plan
C202	Grading Plan
C203	Public Roadway Plan & Profile
C204	ADA Ramp Grading
C300	Overall Sanitary Sewer & Water Main Plan & Profile
C301	Public Sanitary & Water Plan & Profile
C302	Public Sanitary & Water Plan & Profile
C303	Public Sanitary & Water Plan & Profile
C304	Overall Private Storm Sewer Plan
C305	Private Storm Sewer Plan
C306	Private Storm Sewer Plan
C307	Overall Apartment Utility Plan
C308	Apartment Utility Plan
C309	Apartment Utility Plan
C400	Details
C401	Details
C402	Details
C403	Details
C404	Details
C405	Details
C500	Specifications
L100	Overall Landscape Plan
L101	Landscape Enlargement
L102	Landscape Enlargement
L103	Landscape Enlargement
L104	Landscape Enlargement
L200	Landscape Details
L300	Landscape Specifications

CONSTRUCTION NOTES:

1. PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE MUST BE HELD AT THE VILLAGE OFFICES. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGNING ENGINEER OF RECORD.
2. EACH CONTRACTOR SHALL HAVE A COPY OF THE VILLAGE APPROVED PLANS, PROJECT MANUAL, AND VILLAGE CONSTRUCTION SPECIFICATIONS ON SITE DURING TIMES OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATIONS ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.

TO OBTAIN LOCATIONS OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

MILW. AREA 259-1181

DEVELOPER

FIDUCIARY REAL ESTATE DEVELOPMENT, INC.
DAVID FERRELL
SENIOR DEVELOPMENT COORDINATOR
OFFICE: (414) 246-8404
EMAIL: DFERRELL@FRED-INC.COM

PREPARED BY:

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

ISSUANCE 04-07-2026

2026.04.07

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7. EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.

SITE INFORMATION			
SITE AREA	524792	12.048 AC	
SITE DISTURBED AREA	295586	6.786 AC	
EXISTING IMPERVIOUS AREA	0	0.000 AC	0.0 %
PROPOSED IMPERVIOUS AREA	166193	3.815 AC	31.7 %
TOTAL PARKING SPACES	145		
OUTDOOR PARKING SPACES	99		
ENCLOSED PARKING SPACES	46		
ADA PARKING SPACES	5		

LEGEND:

- D C401 — 5" THICK CONCRETE WALK
- E C401 — CONCRETE PAVEMENT
- A C401 — ASPHALT SURFACE
- B C401 — HEAVY-DUTY ASPHALT SURFACE
- C C401 — PUBLIC PAVEMENT SECTION

115TH AVENUE

109TH AVENUE

105TH AVENUE

77TH STREET

78TH STREET

SHEET C101

SHEET C102

N85° 42'-46"E 20.94'
(13.16) Vision Triangle
Document No. 1899904
Document No. 1900227

EXISTING DEVELOPMENT

EXISTING STORMWATER POND

EXISTING STORMWATER POND
NWL 686.50
HWL 689.62

EXISTING DOT STORMWATER POND

FEMA Floodplain Line

FUTURE DEVELOPMENT
TOTAL AREA: 5.42
ACRES

GRAPHIC SCALE
0 100 200

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TOLL FREE

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MILW. AREA 259-1181

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Milwaukee, WI 53233
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Fax: 414-643-4210

SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

OVERALL SITE PLAN

PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE	DATE
VILLAGE SUBMITTAL	02/16/2026
VILLAGE SUBMITTAL	04/07/2026

NO.	REVISION	DATE

PROJECT NO:	24539
DESIGN DATE:	2025.10.05
PLOT DATE:	2026.04.07
DRAWN BY:	KJB
CHECKED BY:	PJI
APPROVED BY:	----
SHEET NO:	C100

JRICCHIO C100 24539

i:\fiduciary re\24539 - seasons at river view phase 2\060 CAD\030_Production Sheets\100_Civil\C100 Site Plan.dwg

2026.04.07

77TH STREET

77th st.

105TH AVENUE

78TH STREET

EXISTING DOT STORMWATER POND

EXISTING STORMWATER POND
NWL: 686.50
HWL: 689.82

FUTURE DEVELOPMENT
TOTAL AREA: 5.42 ACRES

FEMA Floodplain Line

(23) 15' Utility Easement
Document Nos. 928974

EXISTING STORM EASEMENT

PROPOSED 40' PUBLIC SANITARY SEWER AND WATER MAIN ACCESS AND MAINTENANCE EASEMENT

EXISTING STORM EASEMENT

EXISTING SANITARY/WATER EASEMENT

25.0' SETBACK

25.0' Setback

PROPOSED 20 UNIT
BUILDING Q
13,100 SQFT
UNIT FF: 694.00
GARAGE FF: 693.67

PROPOSED 20 UNIT
BUILDING R
13,100 SQFT
UNIT FF: 695.00
GARAGE FF: 694.67

PROPOSED 20 UNIT
BUILDING S
13,100 SQFT
UNIT FF: 694.50
GARAGE FF: 694.17

PROPOSED 20 UNIT
BUILDING T
13,100 SQFT
UNIT FF: 695.00
GARAGE FF: 694.67

PROPOSED 20 UNIT
BUILDING U
13,100 SQFT
UNIT FF: 696.00
GARAGE FF: 695.67

PROPOSED 30' PUBLIC SANITARY SEWER AND WATER MAIN ACCESS AND MAINTENANCE EASEMENT

OWNER: FRED PLEASANT PRAIRIE HC LLC
PARCEL: 91-4-122-071-0201

OWNER: MICHEAL C. ZARUK
PARCEL: 91-4-122-071-1045

OWNER: JASON P. REUTER
PARCEL: 91-4-122-071-1050

OWNER: JASON M. MORESCO
PARCEL: 91-4-122-071-1055

OWNER: MICHEAL ANDERSON
PARCEL: 91-4-122-071-1110

OWNER: BENARD L. MEER
PARCEL: 91-4-122-071-1115

OWNER: RICHARD S. PINTER
91-4-122-071-1125

OWNER: ABBEY K. FORD
PARCEL: 91-4-122-071-1120

OWNER: JASON A. REESER
PARCEL: 91-4-122-071-1165

OWNER: RICHARD S. PINTER
PARCEL: 91-4-122-071-1160

OWNER: SCOTT A. KOVACIK
PARCEL: 91-4-122-071-1170

(13,16) Private Storm Sewer, Storm Drainage, Retention Basin, Access and Maintenance Easement
Document No. 1899904
Document No. 1900270

LOT 4
SIZE: 24608 SQFT
BUILDABLE AREA:
14827 SQFT

LOT 5
SIZE: 17659 SQFT
BUILDABLE AREA:
9322 SQFT

LOT 6
SIZE: 23965 SQFT
BUILDABLE AREA:
14813 SQFT

LOT 7
SIZE: 33067 SQFT
BUILDABLE AREA:
21291 SQFT

LOT 8
SIZE:22827 SQFT
BUILDABLE AREA:
13018 SQFT

LOT 9
SIZE:25,879 SQFT
BUILDABLE AREA:
13,607 SQFT

ARD 30' SETBACK

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WI STATUTES 182.0175(1974)
LEAVE 3 WORK DAYS
BEFORE YOU EXCAVATE

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LEGEND:

- D C401 — 5" THICK CONCRETE WALK
- E C401 — CONCRETE PAVEMENT
- A C401 — ASPHALT SURFACE
- B C401 — HEAVY-DUTY ASPHALT SURFACE
- C C401 — PUBLIC PAVEMENT SECTION

N

GRAPHIC SCALE
0 50 100

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SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

SITE PLAN

PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE	DATE
VILLAGE SUBMITTAL	02/16/2026
VILLAGE SUBMITTAL	04/07/2026

NO.	REVISION	DATE

PROJECT NO:	24539
DESIGN DATE:	2025.10.05
PLOT DATE:	2026.04.07
DRAWN BY:	----
CHECKED BY:	PJI
APPROVED BY:	----
SHEET NO:	C100A

JRICCHIO
C100A
24539

i:\fiduciary re\24539 - seasons at river view phase 2\060 CAD\030_Production Sheets\100_Civil\C100 Site Plan.dwg

2026.04.07

77TH STREET

30 INCH CONCRETE CURB AND GUTTER

EXISTING STORM EASEMENT

(23) 7.5' Utility Easement
Document No. 1928974

PROPOSED 40' PUBLIC SANITARY SEWER AND WATER MAIN ACCESS AND MAINTENANCE EASEMENT

30" TO 18" CURB TAPER

EXISTING STORM EASEMENT

EXISTING SANITARY/WATER EASEMENT

25.0' SETBACK

MAIL PAVILION (REFER TO ARCHITECTURAL PLANS)

PROPOSED 20 UNIT
BUILDING Q
13,100 SQFT
UNIT FF: 694.00
GARAGE FF: 693.67

TRASH ENCLOSURE (REFER TO ARCHITECTURAL PLANS)

DOG PARK (REFER TO ARCHITECTURAL PLANS)

GARAGE FFE: 694.50

PROPOSED 20 UNIT
BUILDING R
13,100 SQFT
UNIT FF: 695.00
GARAGE FF: 694.67

PAVILION AND GRILL STATION (REFER TO ARCHITECTURAL PLANS)

PROPOSED 20 UNIT
BUILDING S
13,100 SQFT
UNIT FF: 694.50
GARAGE FF: 694.17

EXISTING DOT STORMWATER POND

EXISTING STORMWATER POND
NWL: 686.50
HWL: 689.82

PROPOSED 40' STORM WATER DRAINAGE ACCESS EASEMENT

OWNER: FRED PLEASANT PRAIRIE HC LLC
PARCEL: 91-4-122-071-0201

OWNER: [illegible]
LOT 1 CSM
PARCEL: 91-4-122-071-0301

MATCH LINE C102

Existing Building 13,300 sq. ft. ± (×2)

Existing Building 10,000 sq. ft. ±

Existing Building 4,000 sq. ft. ±

Existing Building 4,000 sq. ft. ±

and Public Water, enance Easement ument No. 1899901 ument No. 1900270

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3. WORK TO BE COMPLETED IS INDICATED IN BOLD TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY LIGHT TYPE LINES.
4. ELECTRONIC CIVIL FILES ARE AVAILABLE UPON WRITTEN REQUEST. DO NOT USE ELECTRONIC CIVIL FILES TO LAYOUT FOUNDATIONS, COLUMN LINES, LIGHT POLES, OR OTHER NON CIVIL SITE WORK. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BUILDING AND ARCHITECTURAL FEATURES.
5. DIMENSIONS ARE FROM FACE OF CURB OR EDGE OF PAVEMENT.
6. WORK WITHIN THE PUBLIC RIGHT OF WAY, INCLUDING BUT NOT LIMITED TO DRIVEWAY OPENINGS, SIDEWALK AND RAMPS, PAVING, AND CURB AND GUTTER SHALL BE COMPLETED PER MUNICIPAL AND/OR COUNTY REQUIREMENTS AND STANDARDS.
7. EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

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GRAPHIC SCALE
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SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

SITE PLAN

PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE	DATE
VILLAGE SUBMITTAL	02/16/2026
VILLAGE SUBMITTAL	04/07/2026

NO.	REVISION	DATE

PROJECT NO:	24539
DESIGN DATE:	2025.10.05
PLOT DATE:	2026.04.07
DRAWN BY:	KJB
CHECKED BY:	PJI
APPROVED BY:	----
SHEET NO:	C101

JRICCHIO
C101
24539

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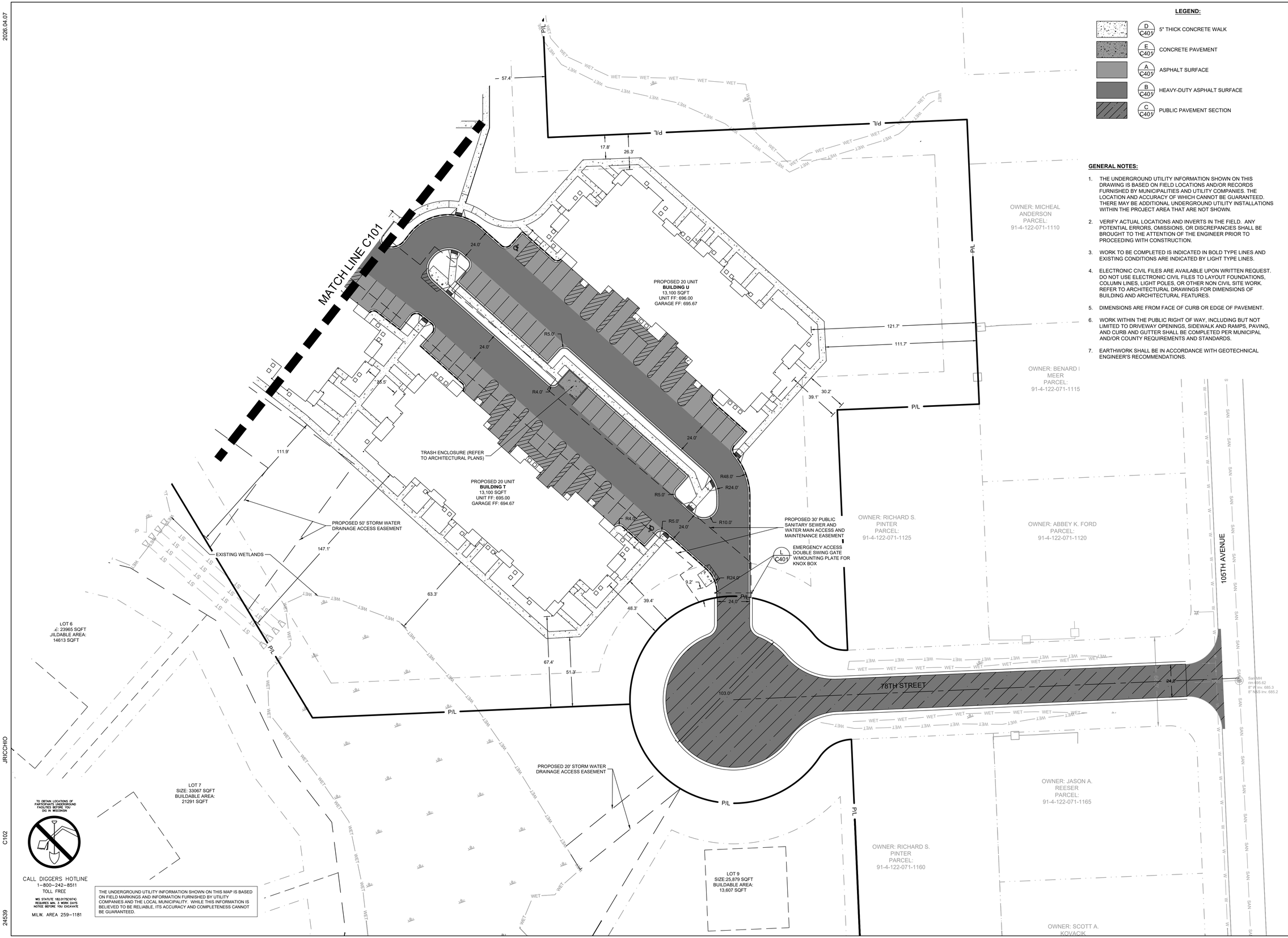

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SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

SITE PLAN

PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE	DATE
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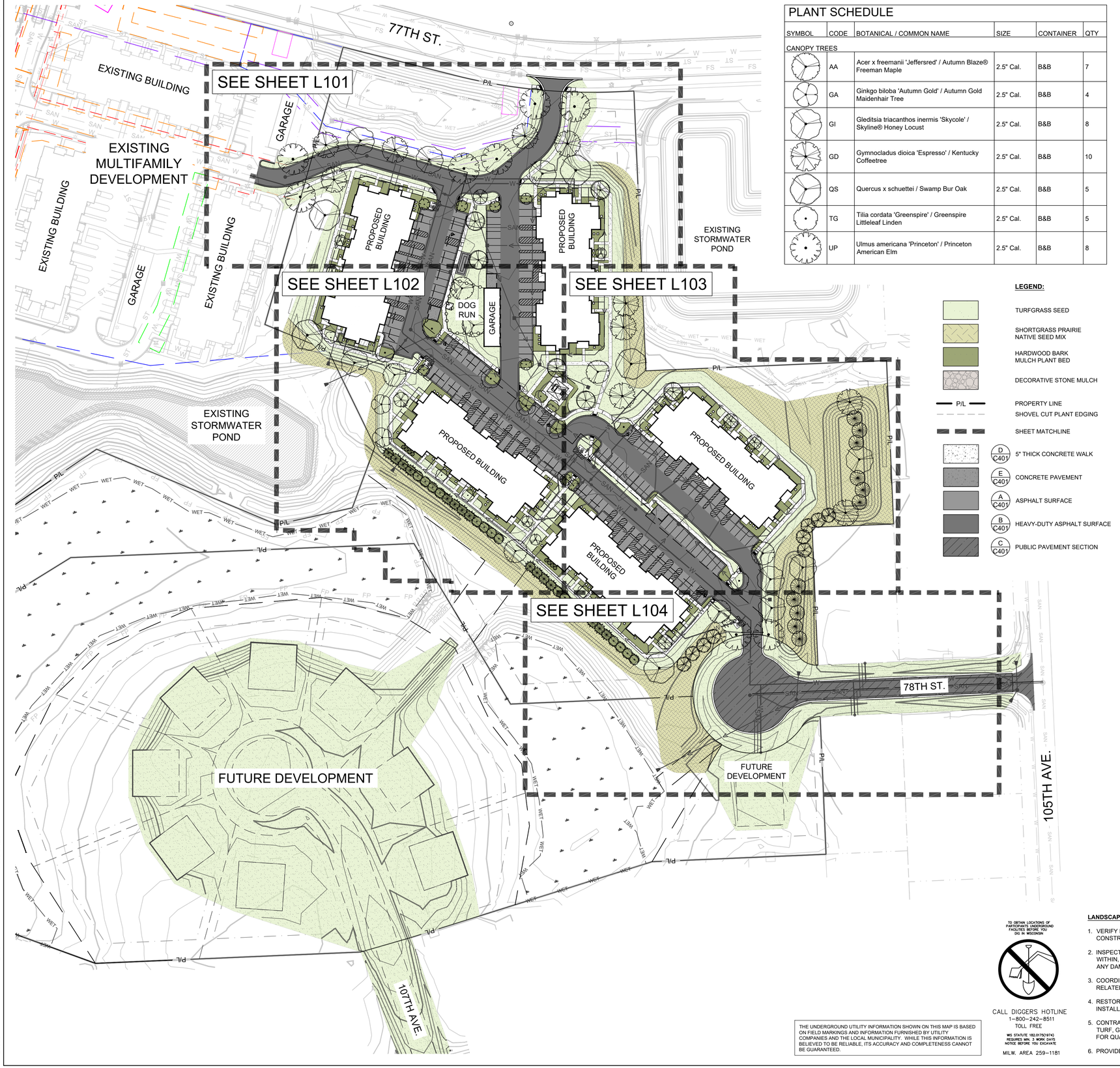
APPROVED BY:	----
SHEET NO:	C102

2026.04.07



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
CANOPY TREES					
	AA	Acer x freemanii 'Jeffersred' / Autumn Blaze® Freeman Maple	2.5" Cal.	B&B	7
	GA	Ginkgo biloba 'Autumn Gold' / Autumn Gold Maidenhair Tree	2.5" Cal.	B&B	4
	GI	Gleditsia triacanthos inermis 'Skycole' / Skyline® Honey Locust	2.5" Cal.	B&B	8
	GD	Gymnocladus dioica 'Espresso' / Kentucky Coffeetree	2.5" Cal.	B&B	10
	QS	Quercus x schuettei / Swamp Bur Oak	2.5" Cal.	B&B	5
	TG	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	2.5" Cal.	B&B	5
	UP	Ulmus americana 'Princeton' / Princeton American Elm	2.5" Cal.	B&B	8
EVERGREEN TREES					
	AC	Abies concolor / White Fir	6` Ht.	B&B	11
	JI	Juniperus chinensis 'Iowa' / Iowa Juniper	6` Ht.	B&B	8
	JE	Juniperus virginiana / Eastern Redcedar	6` Ht.	B&B	16
	PG	Picea glauca / White Spruce	6` Ht.	B&B	16
	TP	Thuja plicata / Western Red Cedar	6` Ht.	B&B	9
ORNAMENTAL TREES					
	CB	Carpinus caroliniana 'J.N. Globe' / Ball O' Fire™ American Hornbeam	8` Ht. (Multi-Stem)	B&B	6
	CW	Carpinus caroliniana 'Wisconsin Red' / Wisconsin Red Musclewood	2.5" Cal.	B&B	6
	MS	Malus x 'Spring Snow' / Spring Snow Crabapple	2.5" Cal.	B&B	7
	OV	Ostrya virginiana / American Hophornbeam	2.5" Cal.	B&B	5
	SR	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	2.5" Cal.	B&B	8
BROADLEAF EVERGREEN SHRUBS					
	RE	Rhododendron x 'P.J.M.' / PJM Rhododendron	3 gal.	Cont.	46
DECIDUOUS SHRUBS					
	DJ	Diervilla lonicera `Jewel` / Jewel Bush Honeysuckle	3 gal.	Cont.	49
	FW	Fothergilla gardenii 'Windy City' / Windy City Dwarf Fothergilla	3 gal.	Cont.	41
	HA	Hydrangea arborescens 'Annabelle' / Annabelle Hydrangea	3 gal.	Cont.	29
	HV	Hydrangea arborescens 'NCHA3' / Invincibelle® Ruby Smooth Hydrangea	3 gal.	Cont.	38
	HF	Hydrangea paniculata 'SMHPFL' / Fire Light® Panicle Hydrangea	3 gal.	Cont.	24
	PO	Physocarpus opulifolius 'Donna May' TM / Little Devil Ninebark	3 gal.	Cont.	43
	RA	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	3 gal.	Cont.	76
	RG	Ribes alpinum 'Green Mound' / Green Mound Alpine Currant	3 gal.	Cont.	42
	RL	Rosa rugosa 'Purple Pavement' / Purple Pavement Rose	3 gal.	Cont.	10
	ST	Spiraea betulifolia 'Tor' / White Frost™ Birchleaf Spirea	3 gal.	Cont.	51
	SM	Syringa meyeri 'Palibin' / Dwarf Korean Lilac	3 gal.	Cont.	7
EVERGREEN SHRUBS					
	JP	Juniperus chinensis 'Kallays Compact' / Kallay Compact Pfitzer Juniper	3 gal.	Cont.	22
	PP	Pinus mugo 'Pumilio' / Dwarf Mugo Pine	3 gal.	Cont.	20
	TD	Taxus x media 'Densiformis' / Dense Anglo-Japanese Yew	3 gal.	Cont.	11
	TE	Taxus x media 'Everlow' / Everlow Anglo-Japanese Yew	3 gal.	Cont.	19
	TH	Taxus x media 'Hicksii' / Hicks Anglo-Japanese Yew	3 gal.	Cont.	12
ORNAMENTAL GRASSES					
	CK	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	1 gal.	Cont.	65
	DG	Deschampsia cespitosa 'Goldtau' / Gold Dew Tufted Hair Grass	1 gal.	Cont.	118
	PV	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal.	Cont.	66
	SH	Sporobolus heterolepis 'Tara' / Tara Prairie Dropseed	1 gal.	Cont.	54
PERENNIALS					
	AB	Amsonia x 'Blue Ice' / Blue Ice Bluestar	1 gal.	Cont.	37
	BJ	Brunnera macrophylla 'Jack Frost' / Jack Frost Siberian Bugloss	1 gal.	Cont.	51
	HC	Heuchera x 'Caramel' / Caramel Coral Bells	1 gal.	Cont.	69
	HJ	Hosta x 'June' / June Hosta	1 gal.	Cont.	42
	HP	Hosta x 'Patriot' / Patriot Hosta	1 gal.	Cont.	19
	HS	Hosta x 'Sum and Substance' / Sum and Substance Hosta	1 gal.	Cont.	10
	NW	Nepeta x faassenii 'Walker's Low' / Walker's Low Catmint	1 gal.	Cont.	68
	SA	Sedum x 'Autumn Fire' / Autumn Fire Sedum	1 gal.	Cont.	59

LEGEND:

- TURFGRASS SEED
- SHORTGRASS PRAIRIE NATIVE SEED MIX
- HARDWOOD BARK MULCH PLANT BED
- DECORATIVE STONE MULCH
- P/L — PROPERTY LINE
- SHOVEL CUT PLANT EDGING
- SHEET MATCHLINE
- D C401 — 5" THICK CONCRETE WALK
- E C401 — CONCRETE PAVEMENT
- A C401 — ASPHALT SURFACE
- B C401 — HEAVY-DUTY ASPHALT SURFACE
- C C401 — PUBLIC PAVEMENT SECTION

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TOLL FREE

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MILW. AREA 259-1181

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3. COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH INSTALLATION OF ADJACENT PAVEMENTS, DRAINAGE, CURB RELATED STRUCTURES WITH OTHER TRADES.
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6. PROVIDE 3" DOUBLE SHREDDED BARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.

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SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

OVERALL LANDSCAPE PLAN

PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE	DATE
VILLAGE SUBMITTAL	02/16/2026
VILLAGE SUBMITTAL	04/07/2026

NO.	REVISION	DATE

PROJECT NO:	24539
DESIGN DATE:	2025.10.05
PLOT DATE:	2026.04.07
DRAWN BY:	AJR
CHECKED BY:	PJI
APPROVED BY:	----
SHEET NO:	L100

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24539

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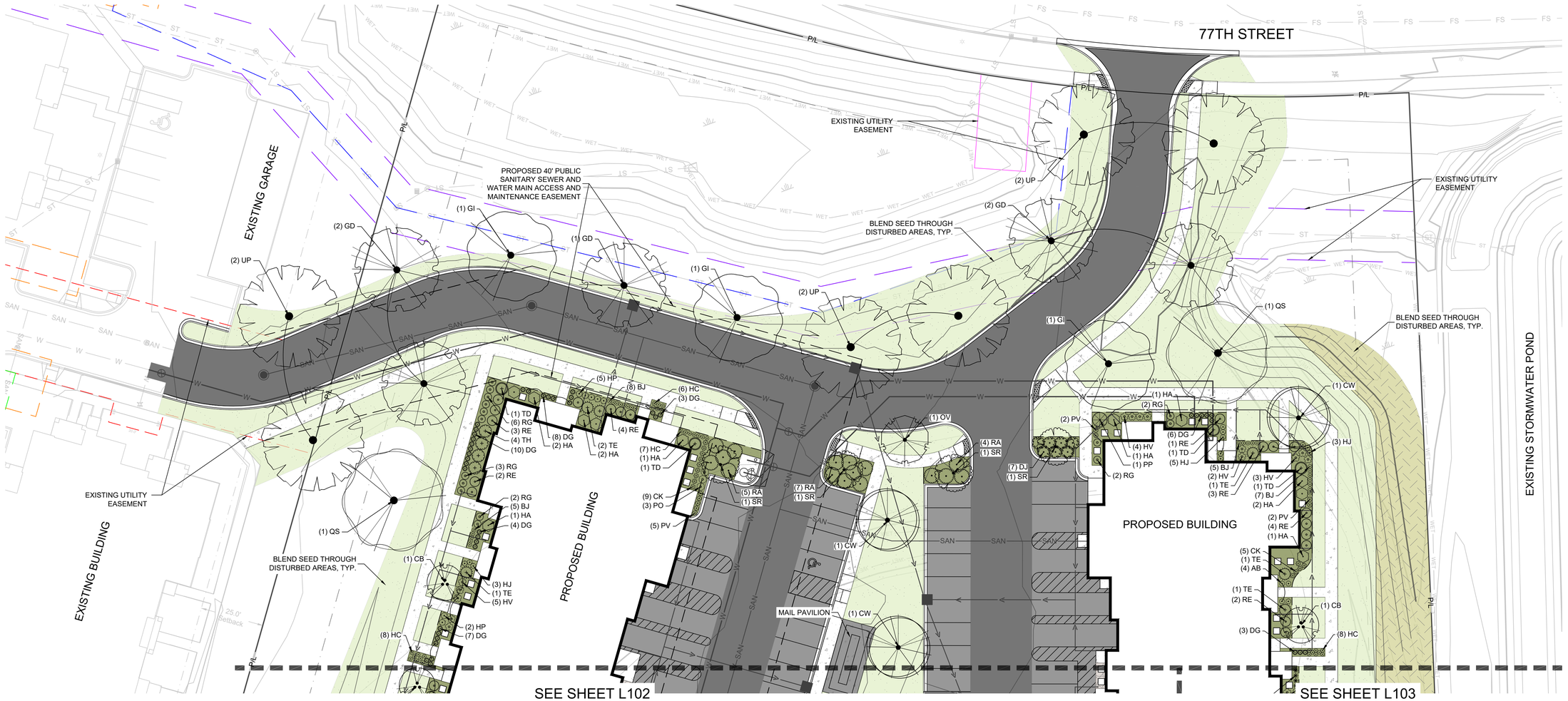

PLANT SCHEDULE L101

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
CANOPY TREES					
	GI	Gleditsia triacanthos inermis 'Skycole' / Skyline® Honey Locust	2.5" Cal.	B&B	3
	GD	Gymnocladus dioica 'Espresso' / Kentucky Coffeetree	2.5" Cal.	B&B	5
	QS	Quercus x schuettei / Swamp Bur Oak	2.5" Cal.	B&B	2
	UP	Ulmus americana 'Princeton' / Princeton American Elm	2.5" Cal.	B&B	6
ORNAMENTAL TREES					
	CB	Carpinus caroliniana 'J.N. Globe' / Ball O' Fire™ American Hornbeam	8` Ht. (Multi-Stem)	B&B	2
	CW	Carpinus caroliniana 'Wisconsin Red' / Wisconsin Red Musclewood	2.5" Cal.	B&B	3
	OV	Ostrya virginiana / American Hophornbeam	2.5" Cal.	B&B	1
	SR	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	2.5" Cal.	B&B	4
BROADLEAF EVERGREEN SHRUBS					
	RE	Rhododendron x 'P.J.M.' / PJM Rhododendron	3 gal.	Cont.	19
DECIDUOUS SHRUBS					
	DJ	Diervilla lonicera `Jewel` / Jewel Bush Honeysuckle	3 gal.	Cont.	7
	HA	Hydrangea arborescens 'Annabelle' / Annabelle Hydrangea	3 gal.	Cont.	11
	HV	Hydrangea arborescens 'NCHA3' / Invincibelle® Ruby Smooth Hydrangea	3 gal.	Cont.	14
	PO	Physocarpus opulifolius 'Donna May' TM / Little Devil Ninebark	3 gal.	Cont.	3
	RA	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	3 gal.	Cont.	16
	RG	Ribes alpinum 'Green Mound' / Green Mound Alpine Currant	3 gal.	Cont.	15
EVERGREEN SHRUBS					
	PP	Pinus mugo 'Pumilio' / Dwarf Mugo Pine	3 gal.	Cont.	1
	TD	Taxus x media 'Densiformis' / Dense Anglo-Japanese Yew	3 gal.	Cont.	4
	TE	Taxus x media 'Everlow' / Everlow Anglo-Japanese Yew	3 gal.	Cont.	6
	TH	Taxus x media 'Hicksii' / Hicks Anglo-Japanese Yew	3 gal.	Cont.	4
ORNAMENTAL GRASSES					
	CK	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	1 gal.	Cont.	14
	DG	Deschampsia cespitosa 'Goldtau' / Gold Dew Tufted Hair Grass	1 gal.	Cont.	41
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	HP	Hosta x 'Patriot' / Patriot Hosta	1 gal.	Cont.	7

LEGEND:

- TURFGRASS SEED
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MILW. AREA 259-1181

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GRAPHIC SCALE
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SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

LANDSCAPE ENLARGEMENT

PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE	DATE
VILLAGE SUBMITTAL	02/16/2026
VILLAGE SUBMITTAL	04/07/2026

NO.	REVISION	DATE

PROJECT NO:	24539
DESIGN DATE:	2025.10.05
PLOT DATE:	2026.04.07
DRAWN BY:	AJR
CHECKED BY:	PJI
APPROVED BY:	----
SHEET NO:	L101

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L101
24539

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2026.04.07

LEGEND:

- TURFGRASS SEED
- SHORTGRASS PRAIRIE NATIVE SEED MIX
- HARDWOOD BARK MULCH PLANT BED
- DECORATIVE STONE MULCH
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PLANT SCHEDULE L102

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CANOPY TREES					
	AA	Acer x freemanii 'Jeffersred' / Autumn Blaze® Freeman Maple	2.5" Cal.	B&B	4
	GA	Ginkgo biloba 'Autumn Gold' / Autumn Gold Maidenhair Tree	2.5" Cal.	B&B	4
	GI	Gleditsia triacanthos inermis 'Skycole' / Skyline® Honey Locust	2.5" Cal.	B&B	1
	QS	Quercus x schuettei / Swamp Bur Oak	2.5" Cal.	B&B	1
	TG	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	2.5" Cal.	B&B	3
EVERGREEN TREES					
	JI	Juniperus chinensis 'Iowa' / Iowa Juniper	6` Ht.	B&B	8
	JE	Juniperus virginiana / Eastern Redcedar	6` Ht.	B&B	9
	PG	Picea glauca / White Spruce	6` Ht.	B&B	12
ORNAMENTAL TREES					
	CB	Carpinus caroliniana 'J.N. Globe' / Ball O' Fire™ American Hornbeam	8` Ht. (Multi-Stem)	B&B	3
	CW	Carpinus caroliniana 'Wisconsin Red' / Wisconsin Red Musclewood	2.5" Cal.	B&B	1
	MS	Malus x 'Spring Snow' / Spring Snow Crabapple	2.5" Cal.	B&B	5
	OV	Ostrya virginiana / American Hophornbeam	2.5" Cal.	B&B	1
	SR	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	2.5" Cal.	B&B	2
BROADLEAF EVERGREEN SHRUBS					
	RE	Rhododendron x 'P.J.M.' / PJM Rhododendron	3 gal.	Cont.	14
DECIDUOUS SHRUBS					
	DJ	Diervilla lonicera `Jewel` / Jewel Bush Honeysuckle	3 gal.	Cont.	22
	FW	Fothergilla gardenii 'Windy City' / Windy City Dwarf Fothergilla	3 gal.	Cont.	19
	HA	Hydrangea arborescens 'Annabelle' / Annabelle Hydrangea	3 gal.	Cont.	11
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	ST	Spiraea betulifolia 'Tor' / White Frost™ Birchleaf Spirea	3 gal.	Cont.	33
	SM	Syringa meyeri 'Palibin' / Dwarf Korean Lilac	3 gal.	Cont.	4
EVERGREEN SHRUBS					
	JP	Juniperus chinensis 'Kallays Compact' / Kallay Compact Pfitzer Juniper	3 gal.	Cont.	10
	PP	Pinus mugo 'Pumilio' / Dwarf Mugo Pine	3 gal.	Cont.	13
	TD	Taxus x media 'Densiformis' / Dense Anglo-Japanese Yew	3 gal.	Cont.	3
	TE	Taxus x media 'Everlow' / Everlow Anglo-Japanese Yew	3 gal.	Cont.	7
ORNAMENTAL GRASSES					
	CK	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	1 gal.	Cont.	27
	DG	Deschampsia cespitosa 'Goldtau' / Gold Dew Tufted Hair Grass	1 gal.	Cont.	29
	PV	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal.	Cont.	30
	SH	Sporobolus heterolepis 'Tara' / Tara Prairie Dropseed	1 gal.	Cont.	30
PERENNIALS					
	AB	Amsonia x 'Blue Ice' / Blue Ice Bluestar	1 gal.	Cont.	9
	BJ	Brunnera macrophylla 'Jack Frost' / Jack Frost Siberian Bugloss	1 gal.	Cont.	16
	HC	Heuchera x 'Caramel' / Caramel Coral Bells	1 gal.	Cont.	14
	HJ	Hosta x 'June' / June Hosta	1 gal.	Cont.	7
	HP	Hosta x 'Patriot' / Patriot Hosta	1 gal.	Cont.	10
	HS	Hosta x 'Sum and Substance' / Sum and Substance Hosta	1 gal.	Cont.	5
	NW	Nepeta x faassenii 'Walker's Low' / Walker's Low Catmint	1 gal.	Cont.	31
	SA	Sedum x 'Autumn Fire' / Autumn Fire Sedum	1 gal.	Cont.	37

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

GRAPHIC SCALE
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SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

LANDSCAPE ENLARGEMENT

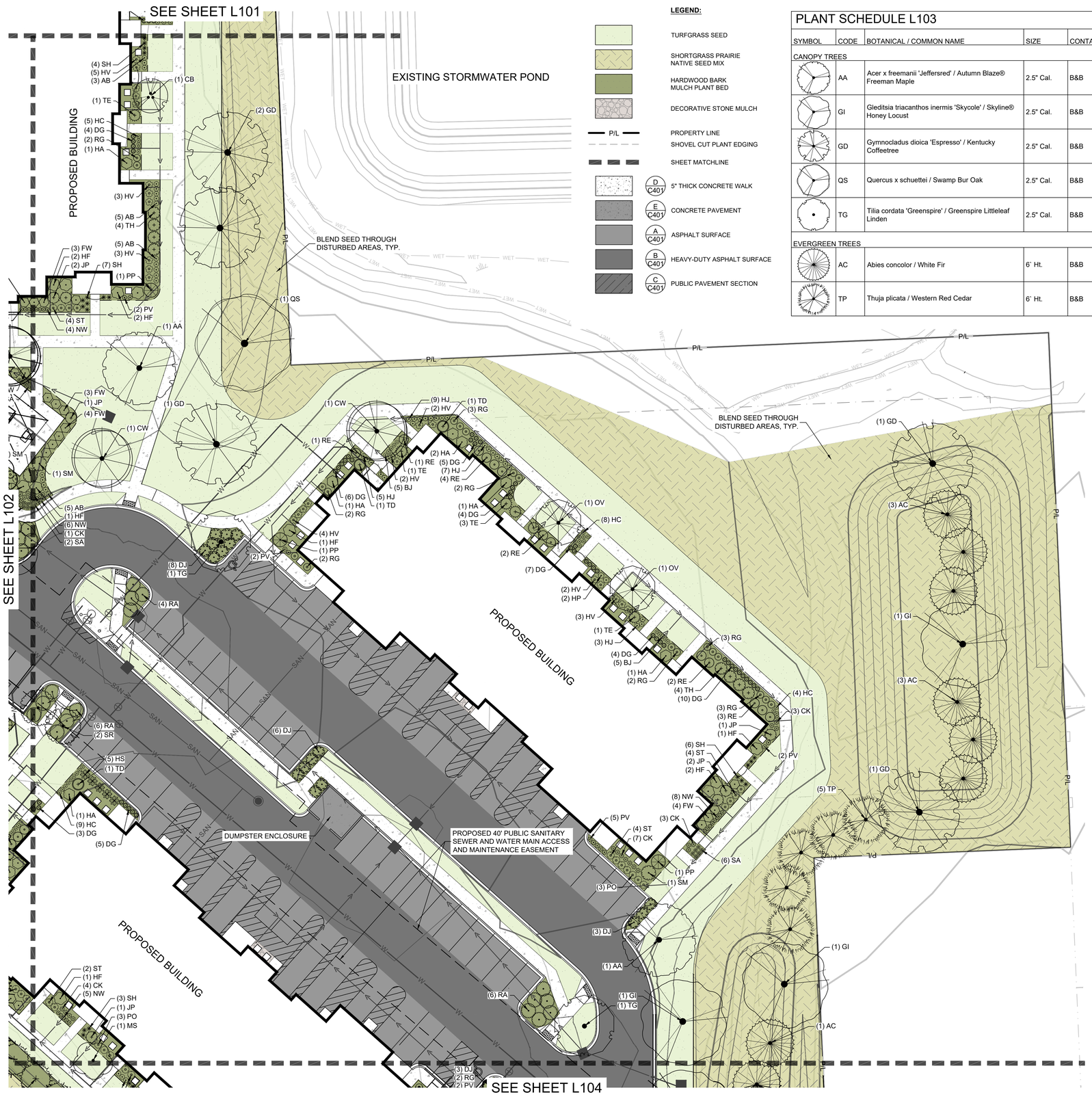
PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE	DATE
VILLAGE SUBMITTAL	02/16/2026
VILLAGE SUBMITTAL	04/07/2026

NO. REVISION	DATE

PROJECT NO:	24539
DESIGN DATE:	2025.10.05
PLOT DATE:	2026.04.07
DRAWN BY:	AJR
CHECKED BY:	PJI
APPROVED BY:	----
SHEET NO:	L102

2026.04.07



LEGEND:

- TURFGRASS SEED
- SHORTGRASS PRAIRIE NATIVE SEED MIX
- HARDWOOD BARK MULCH PLANT BED
- DECORATIVE STONE MULCH
- PROPERTY LINE
- SHOVEL CUT PLANT EDGING
- SHEET MATCHLINE
- D C401 — 5" THICK CONCRETE WALK
- E C401 — CONCRETE PAVEMENT
- A C401 — ASPHALT SURFACE
- B C401 — HEAVY-DUTY ASPHALT SURFACE
- C C401 — PUBLIC PAVEMENT SECTION

PLANT SCHEDULE L103

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
CANOPY TREES					
	AA	Acer x freemanii 'Jeffersred' / Autumn Blaze® Freeman Maple	2.5" Cal.	B&B	2
	GI	Gleditsia triacanthos inermis 'Skycole' / Skyline® Honey Locust	2.5" Cal.	B&B	3
	GD	Gymnocladus dioica 'Espresso' / Kentucky Coffeetree	2.5" Cal.	B&B	5
	QS	Quercus x schuettei / Swamp Bur Oak	2.5" Cal.	B&B	1
	TG	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	2.5" Cal.	B&B	2
EVERGREEN TREES					
	AC	Abies concolor / White Fir	6` Ht.	B&B	7
	TP	Thuja plicata / Western Red Cedar	6` Ht.	B&B	5
ORNAMENTAL TREES					
	CB	Carpinus caroliniana 'J.N. Globe' / Ball O' Fire™ American Hornbeam	8` Ht. (Multi-Stem)	B&B	1
	CW	Carpinus caroliniana 'Wisconsin Red' / Wisconsin Red Musclewood	2.5" Cal.	B&B	2
	MS	Malus x 'Spring Snow' / Spring Snow Crabapple	2.5" Cal.	B&B	1
	OV	Ostrya virginiana / American Hophornbeam	2.5" Cal.	B&B	2
	SR	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	2.5" Cal.	B&B	2
BROADLEAF EVERGREEN SHRUBS					
	RE	Rhododendron x 'P.J.M.' / PJM Rhododendron	3 gal.	Cont.	13
DECIDUOUS SHRUBS					
	DJ	Diervilla lonicera `Jewel` / Jewel Bush Honeysuckle	3 gal.	Cont.	17
	FW	Fothergilla gardenii 'Windy City' / Windy City Dwarf Fothergilla	3 gal.	Cont.	14
	HA	Hydrangea arborescens 'Annabelle' / Annabelle Hydrangea	3 gal.	Cont.	7
	HV	Hydrangea arborescens 'NCHA3' / Invincibelle® Ruby Smooth Hydrangea	3 gal.	Cont.	24
	HF	Hydrangea paniculata 'SMHPFL' / Fire Light® Panicle Hydrangea	3 gal.	Cont.	10
	PO	Physocarpus opulifolius 'Donna May' TM / Little Devil Ninebark	3 gal.	Cont.	6
	RA	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	3 gal.	Cont.	16
	RG	Ribes alpinum 'Green Mound' / Green Mound Alpine Currant	3 gal.	Cont.	19
	ST	Spiraea betulifolia 'Tor' / White Frost™ Birchleaf Spirea	3 gal.	Cont.	14
	SM	Syringa meyeri 'Palibin' / Dwarf Korean Lilac	3 gal.	Cont.	2
EVERGREEN SHRUBS					
	JP	Juniperus chinensis 'Kallays Compact' / Kallay Compact Pfitzer Juniper	3 gal.	Cont.	7
	PP	Pinus mugo 'Pumilio' / Dwarf Mugo Pine	3 gal.	Cont.	3
	TD	Taxus x media 'Densiformis' / Dense Anglo-Japanese Yew	3 gal.	Cont.	3
	TE	Taxus x media 'Everlow' / Everlow Anglo-Japanese Yew	3 gal.	Cont.	6
	TH	Taxus x media 'Hicksii' / Hicks Anglo-Japanese Yew	3 gal.	Cont.	8
ORNAMENTAL GRASSES					
	CK	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	1 gal.	Cont.	18
	DG	Deschampsia cespitosa 'Goldtau' / Gold Dew Tufted Hair Grass	1 gal.	Cont.	48
	PV	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal.	Cont.	11
	SH	Sporobolus heterolepis 'Tara' / Tara Prairie Dropseed	1 gal.	Cont.	20
PERENNIALS					
	AB	Amsonia x 'Blue Ice' / Blue Ice Bluestar	1 gal.	Cont.	18
	BJ	Brunnera macrophylla 'Jack Frost' / Jack Frost Siberian Bugloss	1 gal.	Cont.	10
	HC	Heuchera x 'Caramel' / Caramel Coral Bells	1 gal.	Cont.	26
	HJ	Hosta x 'June' / June Hosta	1 gal.	Cont.	24
	HP	Hosta x 'Patriot' / Patriot Hosta	1 gal.	Cont.	2
	HS	Hosta x 'Sum and Substance' / Sum and Substance Hosta	1 gal.	Cont.	5
	NW	Nepeta x faassenii 'Walker's Low' / Walker's Low Catmint	1 gal.	Cont.	23
	SA	Sedum x 'Autumn Fire' / Autumn Fire Sedum	1 gal.	Cont.	8

LANDSCAPE GENERAL NOTES:

1. VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, PIPES, AND STRUCTURES, ETC. PRIOR TO BIDDING AND CONSTRUCTION.
2. INSPECT THE SITE PRIOR TO COMMENCING WORK. DOCUMENT IN WRITING AND PHOTOGRAPH EXISTING CONDITIONS WITHIN, AND IN AREAS ADJACENT TO THE LIMITS OF CONSTRUCTION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES NOT DOCUMENTED IN THE PHOTOGRAPHS PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES.
3. COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH INSTALLATION OF ADJACENT PAVEMENTS, DRAINAGE, CURB RELATED STRUCTURES WITH OTHER TRADES.
4. RESTORE AREAS OF THE SITE, OR ADJACENT AREAS, WHERE DISTURBED. DAMAGE CAUSED DURING LANDSCAPE INSTALLATION TO EXISTING CONDITIONS AND IMPROVEMENTS IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
5. CONTRACTOR SHALL THOROUGHLY REVIEW ALL SPECIFICATIONS RELATED TO TREE PROTECTION, SOIL PREPARATION, TURF, GRASSES AND PLANTS. THESE SECTIONS PROVIDE ADDITIONAL INFORMATION ON MATERIALS AND SET STANDARDS FOR QUALITY AND INSTALLATION REQUIREMENTS.
6. PROVIDE 3" DOUBLE SHREDDED BARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.

TO OBTAIN LOCATIONS OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE
MILW. AREA 259-1181

THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD MARKINGS AND INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.

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GRAPHIC SCALE
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SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

LANDSCAPE ENLARGEMENT

PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE	DATE
VILLAGE SUBMITTAL	02/16/2026
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DRAWN BY:	AJR
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SHEET NO:	L103

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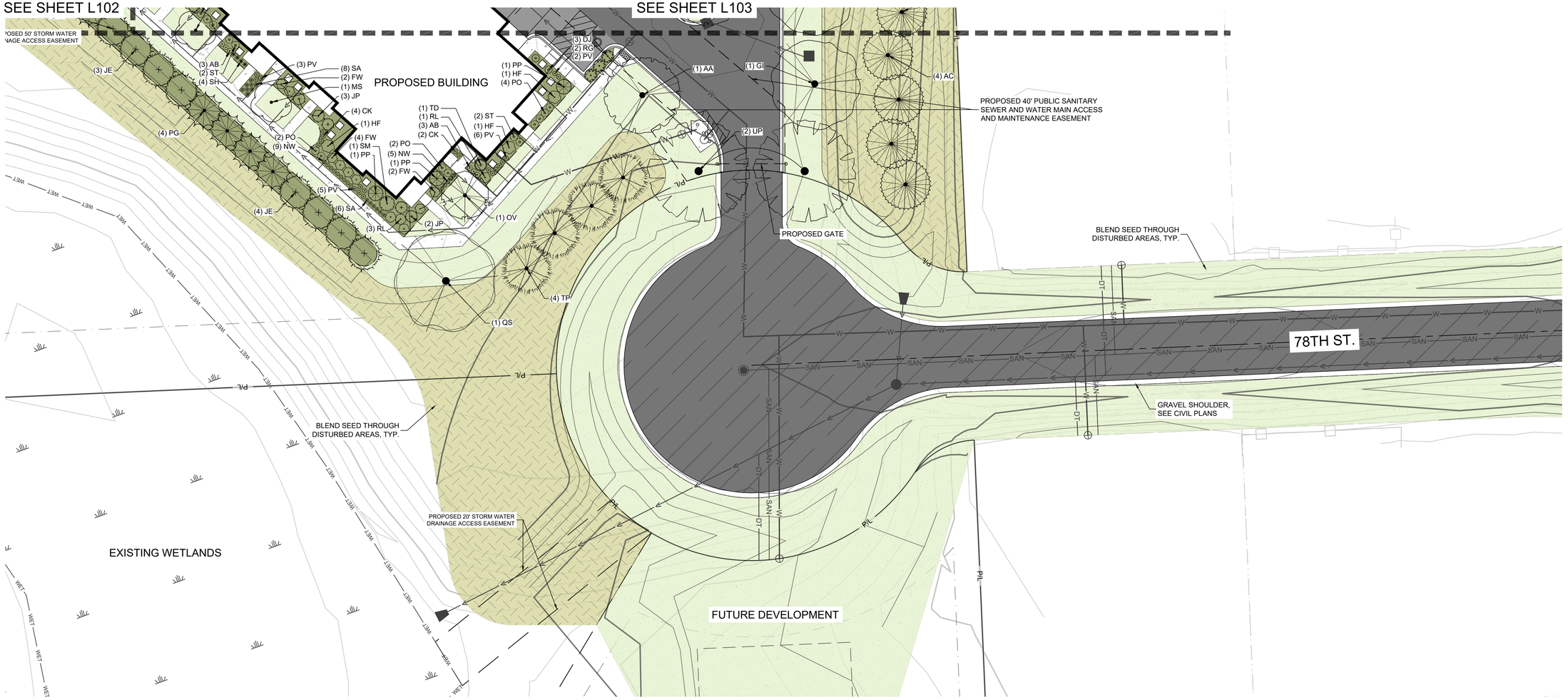

PLANT SCHEDULE L104

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
CANOPY TREES					
	AA	Acer x freemanii 'Jeffersred' / Autumn Blaze® Freeman Maple	2.5" Cal.	B&B	1
	GI	Gleditsia triacanthos inermis 'Skycole' / Skyline® Honey Locust	2.5" Cal.	B&B	1
	QS	Quercus x schuettei / Swamp Bur Oak	2.5" Cal.	B&B	1
	UP	Ulmus americana 'Princeton' / Princeton American Elm	2.5" Cal.	B&B	2
EVERGREEN TREES					
	AC	Abies concolor / White Fir	6` Ht.	B&B	4
	JE	Juniperus virginiana / Eastern Redcedar	6` Ht.	B&B	7
	PG	Picea glauca / White Spruce	6` Ht.	B&B	4
	TP	Thuja plicata / Western Red Cedar	6` Ht.	B&B	4
ORNAMENTAL TREES					
	MS	Malus x 'Spring Snow' / Spring Snow Crabapple	2.5" Cal.	B&B	1
	OV	Ostrya virginiana / American Hophornbeam	2.5" Cal.	B&B	1

DECIDUOUS SHRUBS					
	DJ	Diervilla lonicera `Jewel` / Jewel Bush Honeysuckle	3 gal.	Cont.	3
	FW	Fothergilla gardenii 'Windy City' / Windy City Dwarf Fothergilla	3 gal.	Cont.	8
	HF	Hydrangea paniculata 'SMHPFL' / Fire Light® Panicle Hydrangea	3 gal.	Cont.	3
	PO	Physocarpus opulifolius 'Donna May' TM / Little Devil Ninebark	3 gal.	Cont.	8
	RG	Ribes alpinum 'Green Mound' / Green Mound Alpine Currant	3 gal.	Cont.	2
	RL	Rosa rugosa 'Purple Pavement' / Purple Pavement Rose	3 gal.	Cont.	4
	ST	Spiraea betulifolia 'Tor' / White Frost™ Birchleaf Spirea	3 gal.	Cont.	4
	SM	Syringa meyeri 'Palibin' / Dwarf Korean Lilac	3 gal.	Cont.	1
EVERGREEN SHRUBS					
	JP	Juniperus chinensis 'Kallays Compact' / Kallay Compact Pfitzer Juniper	3 gal.	Cont.	5
	PP	Pinus mugo 'Pumilio' / Dwarf Mugo Pine	3 gal.	Cont.	3
	TD	Taxus x media 'Densiformis' / Dense Anglo-Japanese Yew	3 gal.	Cont.	1
ORNAMENTAL GRASSES					
	CK	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	1 gal.	Cont.	6
	PV	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal.	Cont.	16
	SH	Sporobolus heterolepis 'Tara' / Tara Prairie Dropseed	1 gal.	Cont.	4
PERENNIALS					
	AB	Amsonia x 'Blue Ice' / Blue Ice Bluestar	1 gal.	Cont.	6
	NW	Nepeta x faassenii 'Walker's Low' / Walker's Low Catmint	1 gal.	Cont.	14
	SA	Sedum x 'Autumn Fire' / Autumn Fire Sedum	1 gal.	Cont.	14

LEGEND:

- TURFGRASS SEED
- SHORTGRASS PRAIRIE NATIVE SEED MIX
- HARDWOOD BARK MULCH PLANT BED
- DECORATIVE STONE MULCH
- P/L — PROPERTY LINE
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MILW. AREA 259-1181

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GRAPHIC SCALE
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SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

LANDSCAPE ENLARGEMENT

PRELIMINARY
NOT FOR
CONSTRUCTION

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SHEET NO:	L104

2026.04.07
AROONEY
L104
24539

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GOVERNMENT AGENCY CONTACTS

PLEASEANT PRAIRIE VILLAGE HALL
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158
OFFICE: (262)694-1400
EMAIL: VILLAGEADMIN@PLEASANTPRAIRIEWI.GOV

ROGER PRANGE MUNICIPAL BUILDING
8600 GREEN BAY ROAD
PLEASANT PRAIRIE, WI 53158

PLEASANT PRAIRIE FIRE STATION #3
10165 TERWALL TERRACE
PLEASANT PRAIRIE, WI 53158

COMMUNITY DEVELOPMENT DEPARTMENT

COMMUNITY DEVELOPMENT MANAGER
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ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
PEGGY HERRICK
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PLANNER II
MIRANDA STEINMETZ
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ASSISTANT VILLAGE ENGINEER
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BUILDING INSPECTION DEPARTMENT

SANDRO PEREZ
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KENOSHA COUNTY

GREGORY BOLDT, P.E.
DIRECTOR/HIGHWAY COMMISSIONER
DIVISION OF HIGHWAYS – PUBLIC WORKS DEPARTMENT
OFFICE: (262) 857-1870
EMAIL: Gregory.Boldt@kenoshacounty.org

AT&T

BRENT LEWIS
OFFICE: (414) 429-4214
EMAIL: bl521d@att.com

TDS TELECOM

SOUTHEAST WISCONSIN
OFFICE: (877) 483-7142

TIME WARNER CABLE/SPECTRUM

STEVE CRAMER
CONSTRUCTION SUPERVISOR
OFFICE: (414) 277-4045
EMAIL: steve.cramer@charter.com
EMERGENCY NUMBER: (800) 627-2288

WEC ENERGY GROUP

JOEL BURROW
GEM MANAGER
OFFICE: (414) 221-3192
EMAIL: joel.burrow@wecenergygroup.com

SITE LOCATION MAP
NOT TO SCALE

ARCHITECTURAL

G00	COVER
G220	MASTER CONCEPTUAL PLAN
G221	SITE PLAN
G222	RENDERINGS
G230	SITE DETAILS-MAIL STRUCTURE
G231	SITE DETAILS
A221	1/8" FIRST FLOOR PLAN-20 UNIT
A222	1/8" SECOND FLOOR PLAN-20 UNIT
A520	1/8" EXTERIOR ELEVATIONS

PROJECT STATISTICS

GROSS SITE AREA:	12.048 ACRES	
NET RESIDENTIAL DENSITY	8.3 UNITS/ACRE	
20-UNIT BUILDING AREA FIRST FLOOR SECOND FLOOR	25,746 SQFT 13,090 SQFT 12,656 SQFT	
6-CAR GARAGE AREA	1,580 SQFT	
PROJECT TOTAL AREA	130,310 SQFT	
UNIT MIX STUDIO ONE BEDROOM TWO BEDROOM THREE BEDROOM TOTAL UNIT COUNT	 10 40 40 10 100	
NUMBER OF BEDS PER BUILDING STUDIO ONE BEDROOM TWO BEDROOM THREE BEDROOM TOTAL BED COUNT TOTAL BEDS IN PROJECT	 2 8 16 6 32 160	
RESIDENTIAL UNIT SIZE STUDIO ONE BEDROOM TWO BEDROOM THREE BEDROOM	MINIMUM 678 785 1104 1524	MAXIMUM 678 938 1300 1724
AREA OF WETLANDS,FLOODPLAIN, TO BE FILLED, REMAIN, OR ADJUSTED	LOT 1: 2.848 AC WETLAND/FLOODPLAIN	
GREENSPACE AREA	8.233 ACRES (68.33% OF GROSS SITE)	
IMPERVIOUS AREA	3.815 ACRES (31.67%)	
CURRENT ZONING PROPOSED ZONING	R-11 R-11	
PARKING ATTACHED GARAGES DETACHED GARAGES SURFACE	 60 SPACES (12 PER BUILDING) 6 SPACES 94 SPACES * EXCLUDES 32 BEHIND ATTACHED GARAGES	
NUMBER OF HANDICAPPED ACCESSIBLE SPACES	5 SPACES	
TOTAL PARKING SPACES	165 SPACES 197 SPACES WITH SPACES BEHIND ATTACHED GARAGE	

RENDERING IS REPRESENTATIVE ONLY.... SEE DOCUMENTS FOR SPECIFIC DETAILS

Seasons at Rive View Phase II Residential Development Plans

77th Street
Pleasant Prairie, WI 53158

OWNER
Fiduciary Real Estate Development, Inc.
789 North Water Street, Suite 500
Milwaukee, WI 53202
(414) 226-4535

FIDUCIARY
REAL ESTATE DEVELOPMENT, INC

CIVIL ENGINEER
The Sigma Group, Inc.
1611 Resaissance Blvd
Sturtevant, WI 53177
(414) 643-4200

AG PROJECT NUMBER: 252001
DATE: 07 APRIL 2026

AG ARCHITECTURE
Bright Vision. Bold Communities.

SHEET PRINTED ON:
07 APRIL 2026 08:19
FILE PATH:
Autodesk Docs://Seasons River View Phase II/Seasons_Arch_Site_R23.rvt

EXTERIOR ELEVATION GENERAL NOTES

1. PROVIDE CONCRETE SPLASH BLOCKS AT ALL DOWNSPOUTS WHICH SPILL ONTO GRADE OR ROOFS.
2. ALL CONDUIT, METERS, VENTS, ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE.
3. GUTTERS AND DOWNSPOUTS ARE PREFINISHED ALUMINUM.
4. SEE SHEET A822 FOR WINDOW SCHEDULES.

EXTERIOR ELEVATION KEY NOTES:

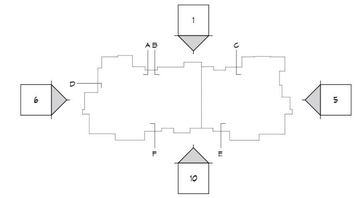
A	THREE DIMENSIONAL ASPHALT SHINGLES
B	BRICK GLACIER GREY
F1	FIBER CEMENT SIDING WITH 6" EXPOSURE
FP1	VERTICAL FIBER CEMENT PANEL BATTENS AT 16" O.C.
FP2	FIBER CEMENT PANELS

F1 - NIGHT GREY

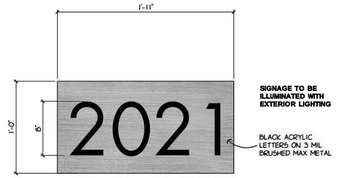
FP1 - PEARL GREY

FP2 - ARCTIC WHITE

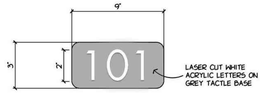
10 / A520 20 UNIT REAR ELEVATION



SEASONS AT RIVERVIEW
PHASE 2
Fiduciary Development
PLEASANT PRAIRIE, WISCONSIN



BUILDING ID/ADDRESS SIGNAGE
ELEVATION 1 1/2" = 1'-0" — 8 / G232



DOOR ID SIGNAGE
ELEVATION 3" = 1'-0" — 7 / G232

6 / A520 20 UNIT LEFT ELEVATION

5 / A520 20 UNIT RIGHT ELEVATION

4 / A520 SIDE C

3 / A520 SIDE B

2 / A520 SIDE A

1 / A520 20 UNIT FRONT ELEVATION

AG ARCHITECTURE
Bright Vision. Bold Communities.

REVISIONS

NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

APRIL 7 , 2026

SHEET NO. A520

1/8" EXTERIOR ELEVATIONS - 20 UNIT

SHEET PRINTED ON:
4/7/2026 8:50:00 AM
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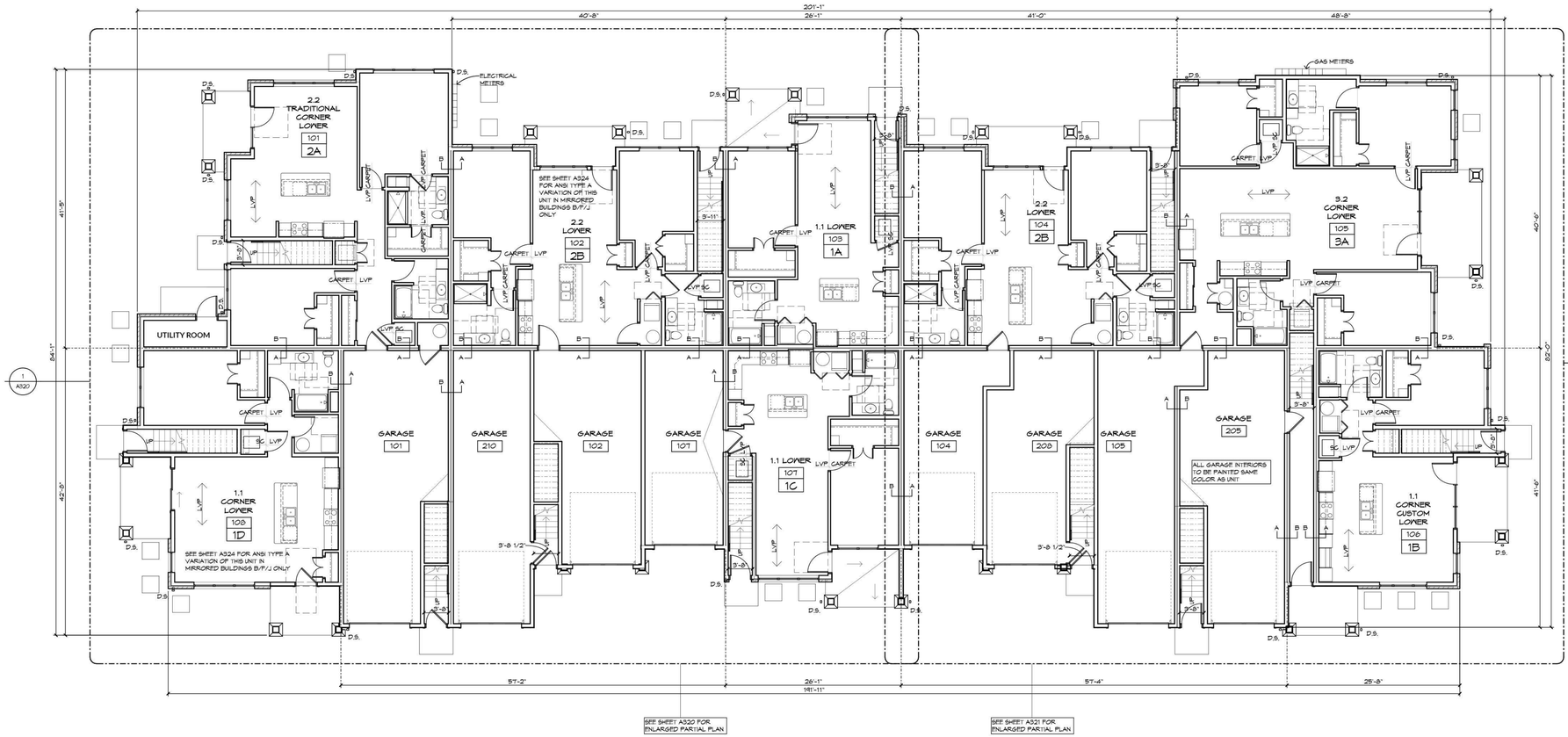

FLOOR PLAN GENERAL NOTES

DIMENSIONS AT EXTERIOR WALLS ARE TO FACE OF BRICK OR SHEATHING. ALIGN WITH FOUNDATION WALL BELOW.

UPPER FLOOR EXTERIOR DIMENSIONS ARE TO THE FACE OF MASONRY BELOW. ALIGN FRAMING WITH FRAMING BELOW.

ALL OTHER DIMENSIONS ARE TO FACE OF STUD.

VERIFY ALL ROUGH AND MASONRY OPENINGS (M.O.) WITH APPROVED SHOP DRAWINGS.

LVP — INDICATES VINYL PLANK FLOORING INSTALLATION DIRECTION

INDICATES 1 HOUR WALL

INDICATES 2 HOUR WALL

6'-6" * — DIMENSIONS SHOWN AS ROUGH OPENINGS FOR SPECIFIC PRODUCTS BASED ON CURRENT INFORMATION AVAILABLE AT TIME OF DRAWING PREPARATION. CONTRACTOR TO VERIFY AS APPROPRIATE.

6'-6" ** — PLUS OR MINUS - FOR REFERENCE ONLY.

1/4" UNIT PLANS	SHEET A320 - A324
WALL TYPES	SHEET A1320
DOOR SCHEDULE	SHEET A1120
WINDOW SCHEDULE	SHEET A523
ROOM FINISH SCHEDULE	SEE SPEC

FIRE RATED WALL CONSTRUCTION MUST RUN CONTINUOUS BEHIND TUBS, SHOWERS, ETC.

VERIFY WALL CONSTRUCTION WITH WALL TYPES.

A — TYPICAL DEMISING WALL SEE SHEET A1320
B — SIDE A INSTALL EXTRA LAYER OF DRYWALL PER WALL TYPE CONTRACTOR OPTION INSTALL OPPOSIDE SIDE AS NEEDED

FLOORING TRANSITION LOCATIONS
LOCATE CENTER OF DOOR TYPICAL

CARPET
LVP = LUXURY VINYL PLANK
SC = SEALED CONCRETE @ LOWER LEVEL HVAC ONLY
SV = SHEET VINYL @ UPPER LEVEL HVAC ONLY

SEASONS AT RIVERVIEW
PHASE 2
Fiduciary Development
PLEASANT PRAIRIE, WISCONSIN

AG ARCHITECTURE
Bright Vision. Bold Communities.

REVISIONS

NO.	DATE	DESCRIPTION

ASI #002 REVISIONS:
REVISIONS PER RFI-002 RESPONSE
REVISIONS PER RFI-033 RESPONSE
REVISIONS PER RFI-034 RESPONSE
ADDED FLOORING TRANSITIONS NOTES
ADDED FLOORING INSTALLATION DIRECTIONS

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DATE
APRIL 7 , 2026

PROJECT
2101

SHEET NO.
A221

1/8" FIRST FLOOR PLAN - 20 UNIT

SHEET PRINTED ON:
9/20/2023 1:59:09 PM
FILE PATH:
Autodesk Docs://Promo 2134 Woodlands Phase 2/Promo 2134-Site Design_R23.rvt

SEASONS AT RIVERVIEW
PHASE 2
Fiduciary Development
PLEASANT PRAIRIE, WISCONSIN

FLOOR PLAN GENERAL NOTES

DIMENSIONS AT EXTERIOR WALLS ARE TO FACE OF BRICK OR SHEATHING. ALIGN WITH FOUNDATION WALL BELOW.

UPPER FLOOR EXTERIOR DIMENSIONS ARE TO THE FACE OF MASONRY BELOW. ALIGN FRAMING WITH FRAMING BELOW.

ALL OTHER DIMENSIONS ARE TO FACE OF STUD.

VERIFY ALL ROUGH AND MASONRY OPENINGS (M.O.) WITH APPROVED SHOP DRAWINGS.

LVP — INDICATES VINYL PLANK FLOORING INSTALLATION DIRECTION

INDICATES 1 HOUR WALL

INDICATES 2 HOUR WALL

6'-6" * — DIMENSIONS SHOWN AS ROUGH OPENINGS FOR SPECIFIC PRODUCTS BASED ON CURRENT INFORMATION AVAILABLE AT TIME OF DRAWING PREPARATION. CONTRACTOR TO VERIFY AS APPROPRIATE.

6'-6" ** — PLUS OR MINUS - FOR REFERENCE ONLY.

1/4" UNIT PLANS	SHEET A320 - A324
WALL TYPES	SHEET AT320
DOOR SCHEDULE	SHEET AT120
WINDOW SCHEDULE	SHEET A523
ROOM FINISH SCHEDULE	SEE SPEC

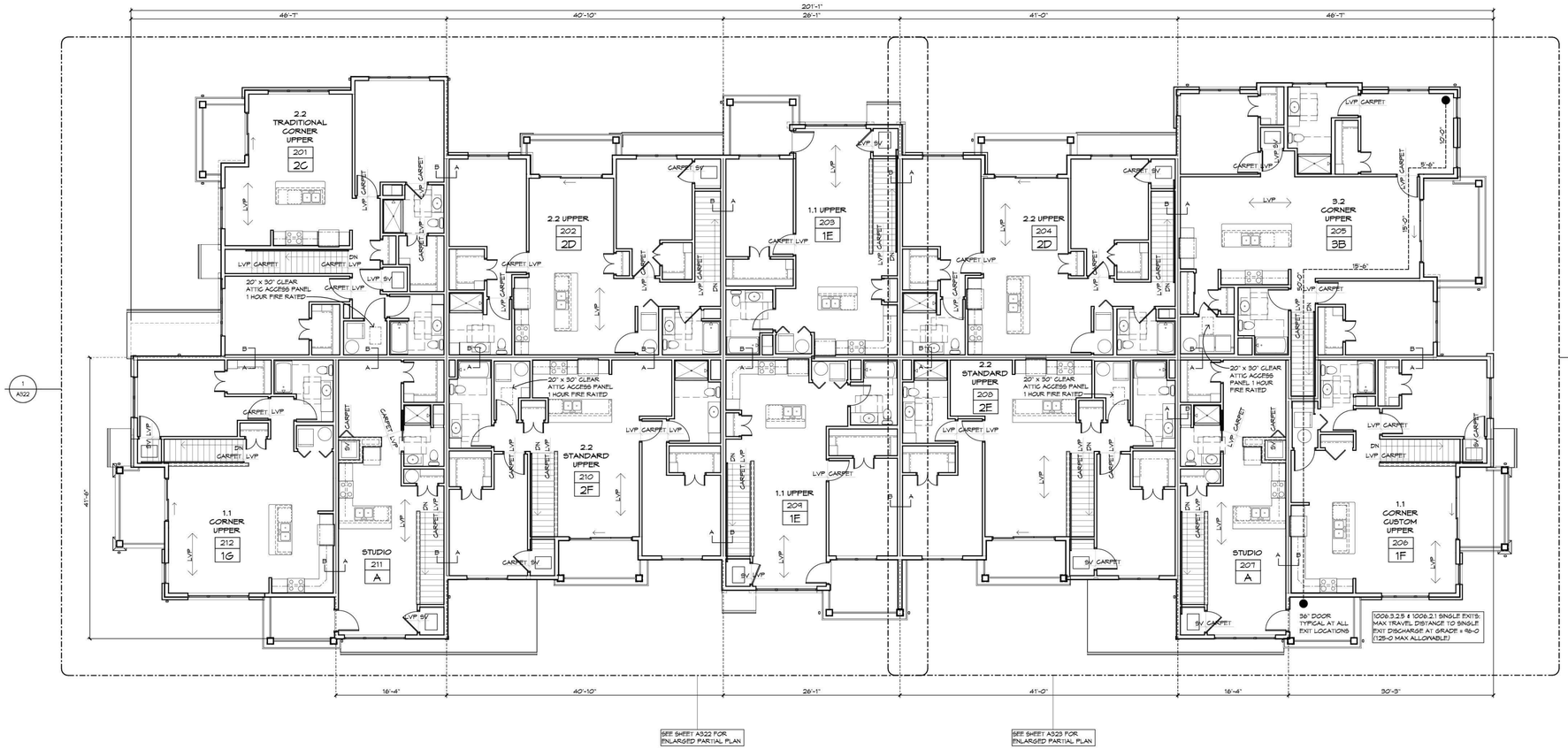
FIRE RATED WALL CONSTRUCTION MUST RUN CONTINUOUS BEHIND TUBS, SHOWERS, ETC.

VERIFY WALL CONSTRUCTION WITH WALL TYPES.

A — TYPICAL DEMISING WALL SEE SHEET AT320
B — SIDE A INSTALL EXTRA LAYER OF DRYWALL PER WALL TYPE CONTRACTOR OPTION INSTALL OPPOSIDE SIDE AS NEEDED

FLOORING TRANSITION LOCATIONS
LOCATE CENTER OF DOOR TYPICAL

CARPET
LVP = LUXURY VINYL PLANK
SC = SEALED CONCRETE @ LOWER LEVEL HVAC ONLY
SV = SHEET VINYL @ UPPER LEVEL HVAC ONLY



SEE SHEET A322 FOR ENLARGED PARTIAL PLAN

SEE SHEET A323 FOR ENLARGED PARTIAL PLAN

ASI #002 REVISIONS:
REVISIONS PER RFI-002 RESPONSE
REVISIONS PER RFI-033 RESPONSE
ADDED FLOORING TRANSITIONS NOTES
ADDED FLOORING INSTALLATION DIRECTIONS

AG ARCHITECTURE
Bright Vision. Bold Communities.

REVISIONS

NO.	DATE	DESCRIPTION

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DATE
APRIL 7 , 2026

PROJECT
2101

SHEET NO.
A222

1/8" SECOND FLOOR PLAN - 20 UNIT

SHEET PRINTED ON:
9/12/2023 1:57:39 PM
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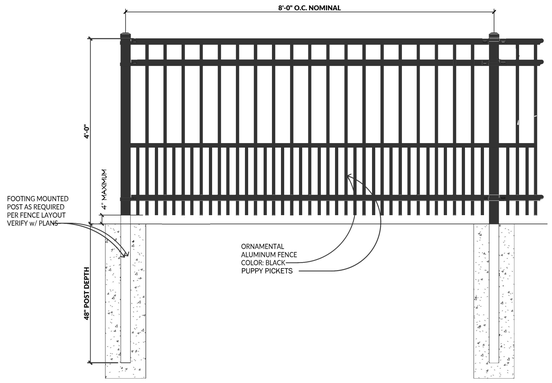
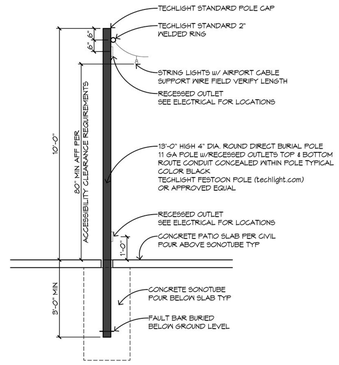
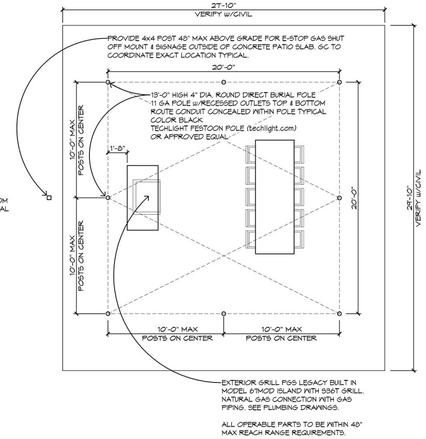
Autodesk Docs://Promo 2194 Woodlands Phase 2/Promo 2194 Site Design_R23.rvt



2 / G231 SITE FENCE- DOG RUN
3/4" = 1'-0"



11 / G231 GRILL PERGOLA POST DETAIL
3/8" = 1'-0" SEE STRUCTURAL FOR POST DETAILS
SEE ELECTRICAL FOR POWER REQUIREMENTS



10 / G231 GRILL PERGOLA PLAN
3/16" = 1'-0" SEE STRUCTURAL FOR POST DETAILS
SEE ELECTRICAL FOR POWER REQUIREMENTS. SEE PLUMBING FOR GAS CONNECTION.

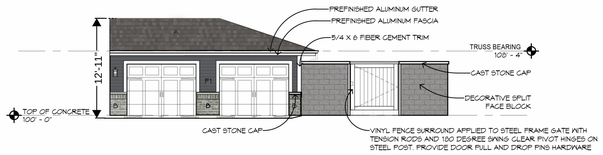
SPLIT FACE BLOCK - COLOR: ASH

F1 - NIGHT GREY

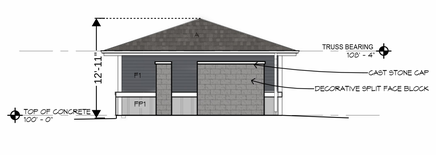
FP1 - PEARL GREY BOARD AND BATTEN

6" / 6" — 6 — GARAGE NUMBER

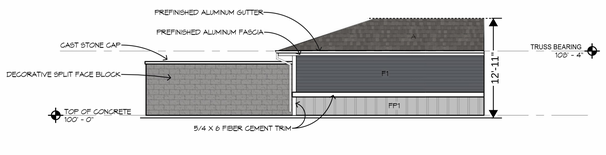
1/8" WHITE ACRYLIC ROWMARK ADHERED TO 1/8" GREY TACTILE WITH ROUNDED CORNERS



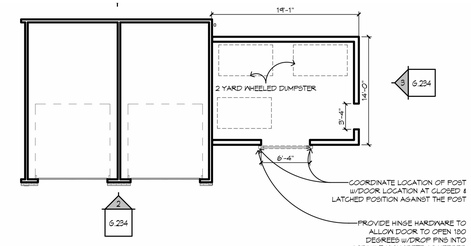
2 / G231 FRONT ELEVATION
1/8" = 1'-0"



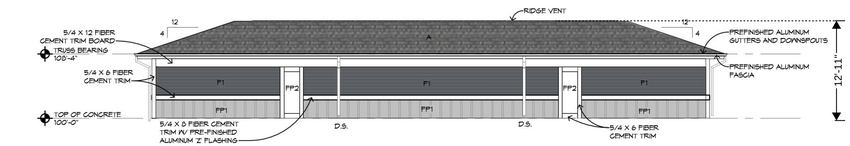
3 / G231 SIDE ELEVATION
1/8" = 1'-0"



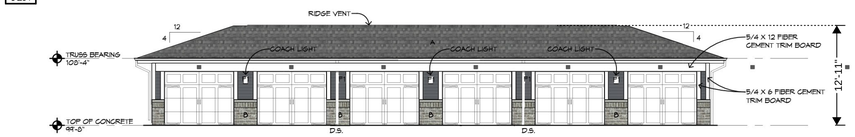
4 / G231 BACK ELEVATION
1/8" = 1'-0"



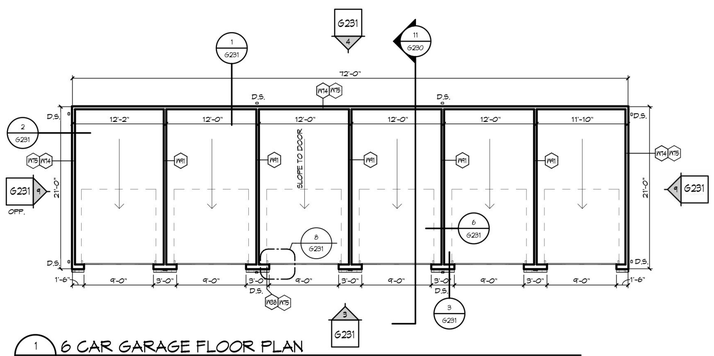
1 / G231 GARAGE WITH TRASH ENCLOSURE
1/8" = 1'-0"



4 / G231 6 CAR GARAGE REAR ELEVATION



3 / G231 6 CAR GARAGE FRONT ELEVATION



1 / G231 6 CAR GARAGE FLOOR PLAN

NOT FOR CONSTRUCTION

SEASONS AT RIVERVIEW
PHASE 2
Fiduciary Development
PLEASANT PRAIRIE, WISCONSIN

AG ARCHITECTURE
Bright Vision. Bold Communities.

REVISIONS
NO. DATE DESCRIPTION

APRIL 7 , 2026

SHEET NO. G231 220

SITE DETAILS

EXTERIOR ELEVATION GENERAL NOTES

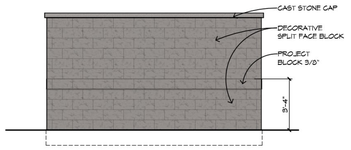
EXTERIOR ELEVATION KEY NOTES:

A THREE DIMENSIONAL ASPHALT SHINGLES - WEATHERED WOOD

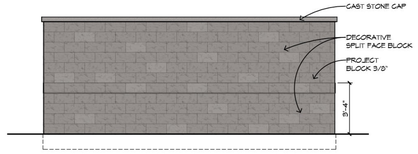
F1 FIBER CEMENT LAP SIDING WITH 6" EXPOSURE - NIGHT GREY

FP1 FIBER CEMENT VERTICAL PANEL WITH BATTENS 16" O.C. - PEARL GREY

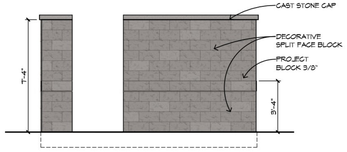
COLOR LEGEND
FIBER CEMENT TRIM TO BE ARCTIC WHITE UNLESS NOTED OTHERWISE
FIBER CEMENT COLUMN TRIM AND PANEL TO BE ARCTIC WHITE
ALL DOORS TO BE WHITE



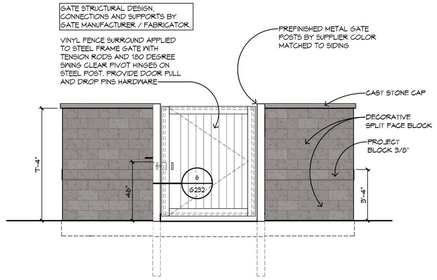
9 / 6230 TRASH ENCLOSURE SIDE ELEVATION



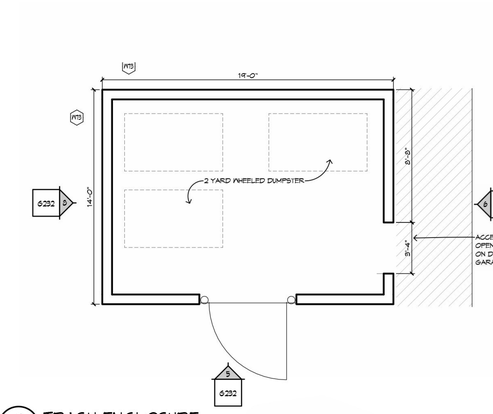
8 / 6230 TRASH ENCLOSURE REAR ELEVATION



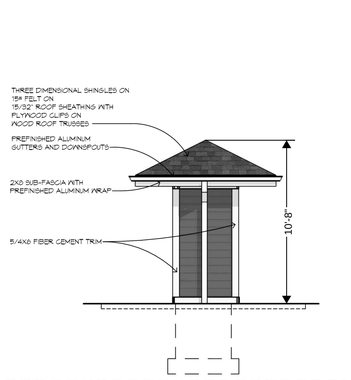
7 / 6230 TRASH ENCLOSURE SIDE ELEVATION



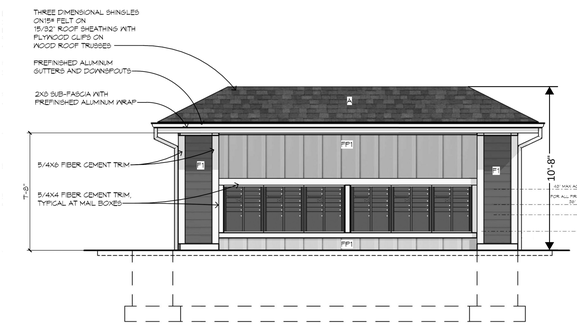
6 / 6230 TRASH ENCLOSURE FRONT ELEVATION



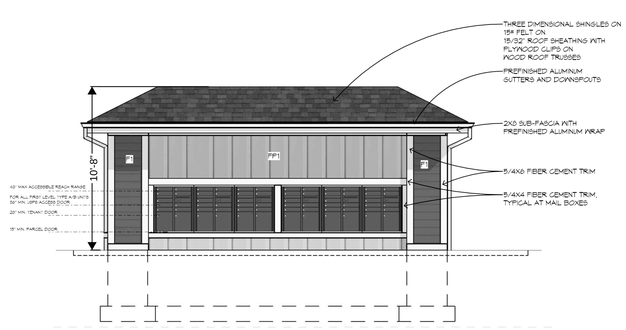
5 / 6230 TRASH ENCLOSURE



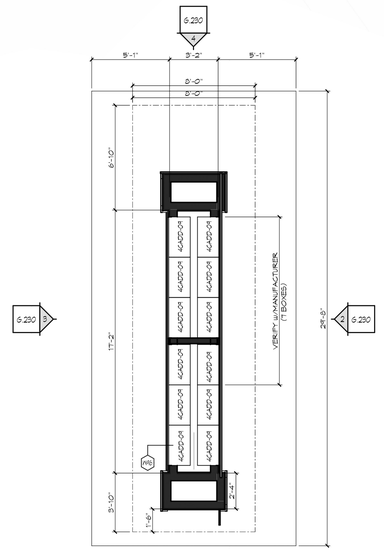
4 / 6230 MAIL ELEVATION
1/4" = 1'-0"



3 / 6230 MAIL PAVILION ELEVATION
1/4" = 1'-0"



2 / 6230 MAIL PAVILION ELEVATION
1/4" = 1'-0"



1 / 6230 MAIL PAVILION FLOOR PLAN

14 x 4CADD-09 BOXES = 126 TOTAL MAILBOXES (120 REQUIRED)
120 TOTAL UNITS / 5 = 24 PARCEL BOXES REQUIRED PER 1:5 USPS RATIO
14 x 2 = 28 PARCEL BOXES PROVIDED (24 REQUIRED)

SEASONS AT RIVERVIEW
PHASE 2
Fiduciary Development
PLEASANT PRAIRIE, WISCONSIN

AG ARCHITECTURE
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REVISIONS
NO. DATE DESCRIPTION

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DATE
APRIL 7 , 2026

PROJECT
251901

SHEET NO.
G230

DATE

SITE DETAILS-MAIL STRUCTURE

SHEET PRINTED ON:
TUESDAY, APRIL 7, 2026
FILE PATH:
Architek Docs://25006 River View Phase II/25006 River View II Arch Site Structures_Mail Pavilion_Trash_Monument Sign_R26.rvt

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Receive Plan Commission recommendation and consider approval of Comprehensive Plan Amendments (Ord. #26-31) at the request of Tony DeRosa, agent for Fiduciary Real Estate Development, Inc., for the expansion of the Seasons at Riverview Apartments and future single-family development on the vacant properties generally located between 77th and 79th Streets west of 105th Avenue.

PROPOSED BY: Community Development	**FISCAL IMPACT: No**
AGENDA CATEGORY: Ordinance	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

The Developer is requesting to subdivide the properties (Lots 1 and 2 of CSM 3000) into the following three (3) lots:

- **Lot 1 for the multi-family development site is 12.048 acres with frontage on 77th and 78th Streets.**
- **Lot 2: is a single-family lot that is 25,897 square feet with frontage on 78th. A new single family home can be constructed on this lot when the required public improvements within 78th Street are constructed and accepted by the Village Board.**
- **Lot 3: is 9.439 acres that is intended to be further subdivided by a subdivision plat that would create the eight (8) single family lots and associated Outlot for the required storm water facilities and preservation of wetlands and floodplains pursuant to the Conceptual Plan. Detailed easements for the future subdivision of Lot 3 will be shown on the Final Subdivision Plat.**

The WI DNR, pursuant to the *attached* letter dated January 7, 2026 and the ACOE, pursuant to the *attached* letter dated January 7, 2026, have determined that Wetlands B, C and D, and F are exempt from state and federal wetland regulations. Therefore, only wetland areas A, E and G will remain on the properties. As a result of the new wetland delineation being completed and exemptions from the WI DNR and US ACOE, the wetland preservation and protection easements dedicated on CSM Lot 2 of CSM 2973 and Lots 1 and 2 on CSM 3000 are being vacated (to be considered by the Village Board at their June 15, 2026 meeting) and new easements, pursuant to the 2025 wetland delineation will be dedicated on the proposed CSM. These wetland areas will be zoned C-1, Lowland Resources Conservancy District and be located within wetland preservation and protection easements.

The existing floodplain areas within the development area will not be altered and are already located within floodplain preservation and protection easements.

The following amendments are proposed to the Village Comprehensive Plan to ensure that the zoning map and the land use map are consistent:

1. **The Village 2035 Land Use Plan is proposed to be amended to remove the Urban Reserve land use designation on Lots 1 and 2 of the proposed CSM; and to correct the location of the field verified wetlands (based on the 2025 delineation excluding those wetlands exempt for WI DNR and ACOE requirements as discussed above). No changes to the Floodplain designations on any of the properties is proposed.**
2. **To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted change to the 2035 Land Use Plan Map 9.9.**

See additional comments for the CSM, Development Agreement, and Zoning Map and Text Amendments also being consider by the Village Board at tonight's meeting.

STAFF RECOMMENDATION:

On May 18, 2026, the Plan Commission held a public hearing and recommended that the Village Board approve the Comprehensive Plan Amendments as presented. The Ordinance Amendments shall be finalized and executed upon approval recording of the proposed CSM that creates that three parcels.

Ord #26-31.pdf

Comp Plan Amend App_R.pdf

2026-01-07 WI DNR Wetland Exempt.pdf

2026-01-07 ACOE Non Jur B-C-D-F.pdf

Lot layout and Wetland Areas.pdf

ORD. #26-31

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

BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees, Kenosha County, Wisconsin, hereby approves the following amendments to the Village 2035 Comprehensive Plan related to the properties known as Lots 1, 2 and 3 of CSM _____ generally located between 77th and 79th Streets west of 105th Avenue in U.S. Public Land Survey Section 7, Township 1 North, Range 22 East in the Village of Pleasant Prairie:

1. To amend the Land Use Map 9.9 by removing the Urban Reserve land use designation on Lots 1 and 2 of said CSM and to correct the location of the field delineated wetlands on Lots 1 and 3 of CSM.
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted change to the 2035 Land Use Plan Map 9.9.

A copy of the adopted ordinance will remain on file with the Village Zoning Administrator, updated on the Comprehensive Plan and posted under Public Documents online with the Village Code of Ordinances.

Adopted this 8th day of June 2026.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

_____
David J. Klimisch
Village President

_____
Jane C. Snell
Village Clerk

Ayes: ___ Nayes: ___ Absent: _____

Posted: _____
CODE26-04-03

VILLAGE OF PLEASANT PRAIRIE

Comprehensive Plan Amendment Application

Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262.925.6717
Email: communitydevelopment@pleasantprairiewi.gov

GENERAL INFORMATION

Property Location/Address: Lots 1 and 2 of CSM Map #3000

Tax Parcel Number(s): 91-4-122-071-0301 & 91-4-122-071-0302

LAND USE MAP AMENDMENT (check all that apply)

☐	Correct Land Use Map as a result of a wetland staking being completed
☐	Correct Land Use Map as a result of a wetland fill permit obtained by the WI DNR and US ACOE
☑	Remove the Urban Reserve land use designation
☑	Other (describe change): Remove the Urban Reserve designation from Lots 1 & 2 of the proposed CSM and correctly show the location of the field verified wetlands on all lots.

If the property is being changed into multiple land use designations or only a portion of the property is being changed (i.e. wetlands area) then submit an exhibit with complete legal description of each land use designation. In addition, wetland report or wetland fill permits, as applicable shall be submitted with this application.

NEIGHBORHOOD PLAN AMENDMENT

☐	To amend the following Neighborhood Plan	

OTHER AMENDMENT TO THE COMPREHENSIVE PLAN

Describe proposed change(s):

REQUIRED SIGNATURES

I hereby certify that all the above statements and all attachments submitted with this application are true and correct to the best of my knowledge.

PROPERTY OWNER	APPLICANT
Print Owners Name: FRED-Senior Lot 2, LLC	Company Name: FRED-Pleasant Prairie Two HC, LLC
Print Name of Signatory: Steven Bersell	Print Name of Signatory: Anthony DeRosa
Signature:	Signature:
Mailing Address: 789 N. Water Street, Suite 500	Mailing Address: 789 N. Water Street, Suite 500
City/State/ZIP: Milwaukee, WI 53202	City/State/ZIP: Milwaukee, WI 53202
Date	Date

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St. Paul Ave
Milwaukee, WI, 53233

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

01/07/2026 EXE-SE-2025-30-04091

Fiduciary Real Estate Development, Inc.
Attn: David Ferrell
789 North Water Street, Suite 500
Milwaukee, WI 53202
[sent electronically]

RE: Artificial wetland exemption determination for areas described as Wetland B, Wetland C, Wetland D, and Wetland F located in the Village of Pleasant Prairie, Kenosha County

Dear David Ferrell:

This letter is in response to your request for an artificial wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation: 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area and 2) a wetland created as a result of a wetland mitigation requirement. In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Site photographs that show different angles and views of the wetland
- Historical aerial photographs
- The wetland delineation reports
- Historic Maps such as the Original Land Survey Plat, Bordner Survey, USGS topographic Quad map, and soil mapping

Conclusion:
Based upon the information provided above, the wetlands identified as Wetland B, Wetland C, Wetland D, and Wetland F lacked a wetland history prior to August 1, 1991, and fulfill all artificial wetland exemption standards. Therefore, Wetland B, Wetland C, Wetland D, and Wetland F are exempt from state wetland regulations.

This letter describes DNR's decision regarding the jurisdictional status of Wetland B, Wetland C, Wetland D, and Wetland F and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of Wetland B, Wetland C, Wetland D, and Wetland F, you will need to contact the U.S. Army Corps of Engineers.

If you have any questions, please call me at (608) 598-0346 or email sonya.ponzi@wisconsin.gov.

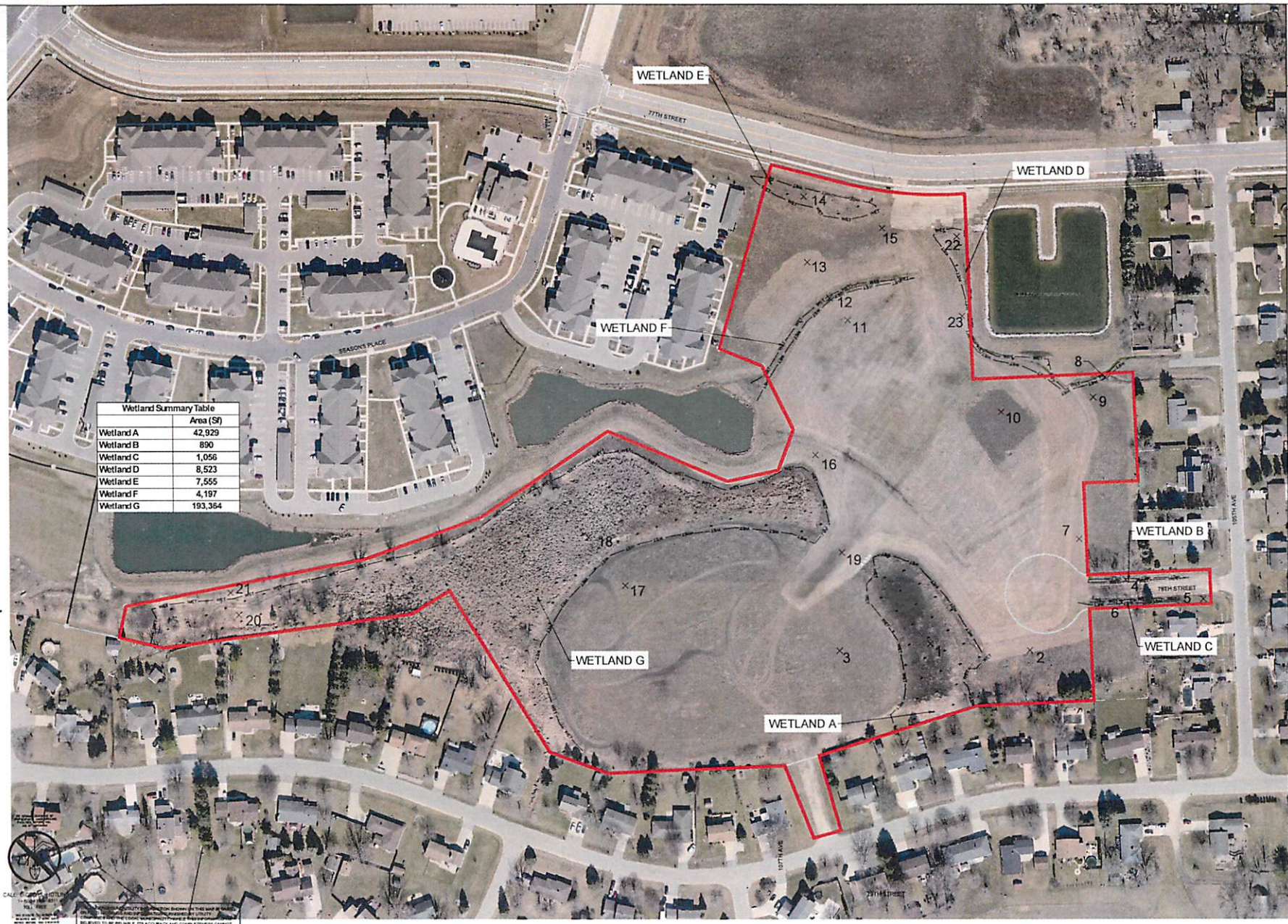
Sincerely,

Sonya C. Ponzi

Sonya Ponzi
Water Management Specialist

Email CC:
Tim Orlowski – USACE

Robert Hanson – Village of Pleasant Prairie
Emma Johnson – LandCO2



SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

GRAPHIC SCALE

SEASONS AT RIVER VIEW - PHASE 2
PLEASANT PRAIRIE, WI
FIDUCIARY REAL ESTATE

WETLAND MAP

PRELIMINARY
NOT FOR
CONSTRUCTION

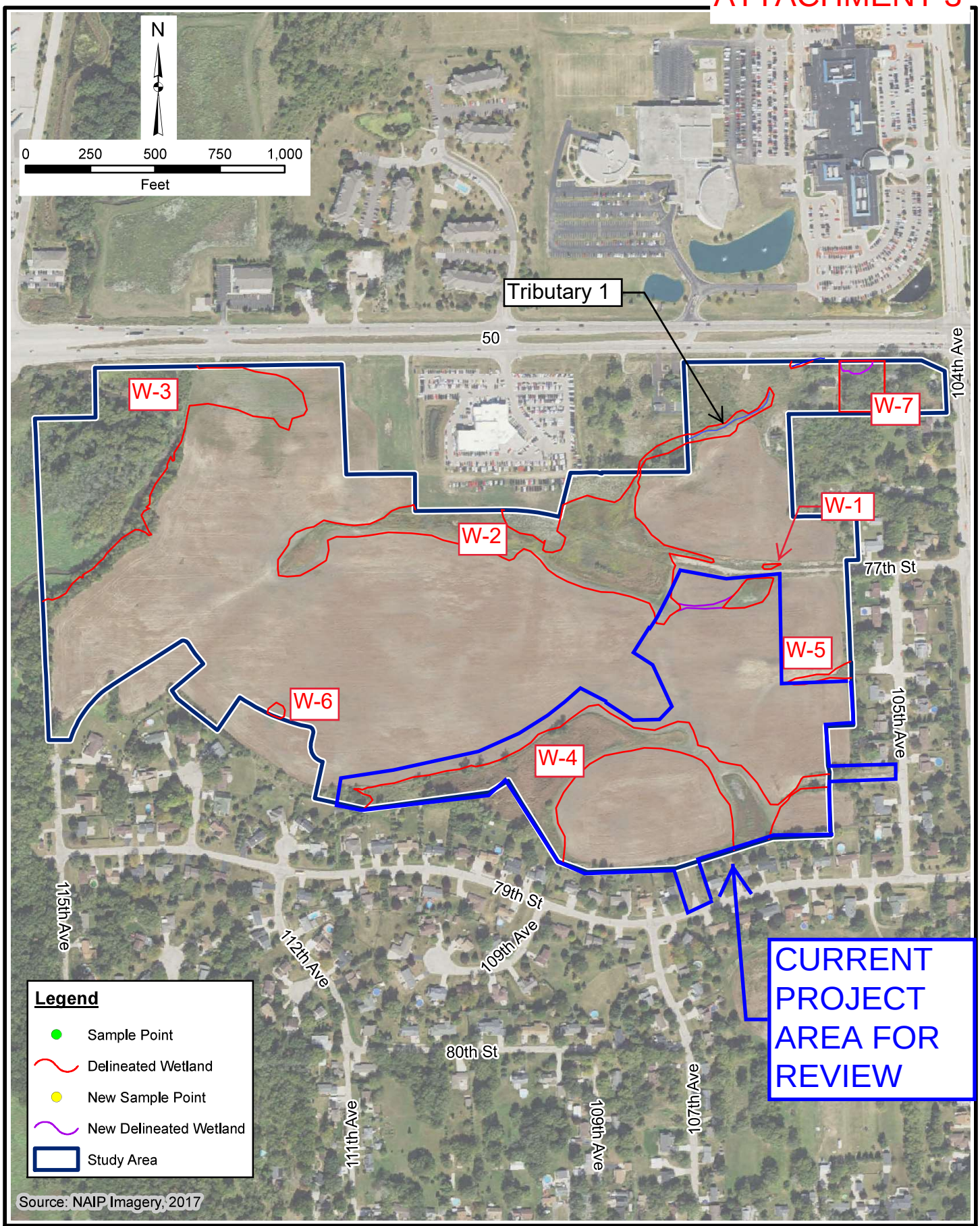
ISSUANCE	DATE

NO.	REVISION	DATE

PROJECT NO	24539
DESIGN DATE	2025.10.05
PLOT DATE	2025.11.13
DRAWN BY	---
CHECKED BY	PJI
APPROVED BY	---
SHEET NO	EX4.0

I:\Fiduciary RE\24539 - Seasons at River View Phase 2\060 CAD\030_Production Sheets\EX 4.0 Wetland.dwg

ATTACHMENT 3



OTIE
An Oneida ESC Group Company

FIGURE 2 (REVISED)
STUDY AREA LIMITS

Chateau Eau Plaines Development
City of Pleasant Prairie
Kenosha County, Wisconsin

C:\GIS_Projects\OTIE\OTIE_Chateau_Eau_Plaines\Figure 2 - Study Area Limits.mxd

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, WI 53212-3128

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

February 13, 2019 EXE-SE-2019-30-00295

KPK Construction
Kyle Kennedy
3700 22nd Street
Kenosha, WI 53144

RE: Artificial Wetland Exemption Determination for an area described as **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, located Section 07, Township 01 North, Range 22 East, Village of Pleasant Prairie, Kenosha County

Dear Mr. Kennedy:

This letter is in response to your request for an artificial wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation: 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area and 2) a wetland created as a result of a wetland mitigation requirement. In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Historic Maps, including the Original Land Survey Plat, Bordner Survey, the 1980 USGS topographic Quad map, and soil mapping.
- Aerial photographs, including the 1937 era photograph, a pre-construction photograph, and a post-construction photograph.
- Site photographs that show different angles and views of the wetland

Below is a summary of our findings:

<u>Request Narrative</u>

According to the request narrative, during the pre-field assessment of the site (review of existing documentation), it became apparent that site conditions, in terms of drainage, and location of wetness signatures, had been fluctuating on a fairly consistent basis. During the past twenty five years, preliminary grading for proposed roadways and installation of force a sanitary main and water mains has occurred throughout the site numerous times. The road project was never completed, grading was left incomplete and unmaintained resulting in poor drainage patterns throughout the site.

Additionally, since the 2008 wetland delineation was completed, the site has seen a significant increase in the stormwater, especially, from the north and east of the site. According to historical aerial photographs reviewed for this site, it appears that a majority of the site has been actively farmed since 1937. Numerous drain tiles, standpipes and surface drains effectively drained a majority of the site. Construction activities during the water main and sanitary force main extension project damaged several of the drain tiles that previously existed on the property causing additional flooding throughout the site and caused several drainage ditches for form.

Additionally, site grading and continued improvements to the ditch systems
that enter the site along 77th Street, 77th Place and 78th Place have also increased the volume of storm water that is discharged to the site. This is evident in looking at the historical aerials as well as the previous wetland delineation (2008).

Historic Map Review

- Original Land Survey Plat. The original land survey indicates wetlands surrounding the Kilbourn Ditch, some wetlands on the eastern portion of the site.
- Bordner Survey. The Bordner survey indicates that the area near W3 was part of the floodplain of the Kilbourn Ditch, the rest of the study area was cropped.
- 1980 USGS Topographic Quad map: The USGS Quad map indicates wetlands only along the Kilbourn Ditch, no significant changes in topography throughout the rest of the study area.
- Soil Maps: The soil maps indicate AtA (Ashkum silty clay loam), which is a predominantly hydric soil in W1, W2 (portion), and W3 (portion). W4 (portion) and part of W5 have EtB (Elliot silty clay loam) and VaB (Varna silt loam) which are predominantly non-hydric and W6 has MeB (Markham silt loam), which is predominantly non-hydric.
- The 2008 wetland delineation by an assured delineator did not indicate any of the areas of study for this artificial wetland determination request were wetlands at that time.

Aerial Photograph Review

- 1937 era aerial photograph. The 1937 aerial photograph shows the western portion of W4 (not part of this request) is shaded dark, indicating that it was most likely wetland, and the area where W3 is located was possibly part of the Kilbourn Ditch floodplain at the time.
- Pre-construction aerial photograph: The 1963, 1967, 1970, 1975 aerial photographs show a pond had been built west of the portion of W3 that we are reviewing, and a house and in the area of W3 that we are reviewing. The rest of the study area was cropped. A small stream is obvious in the NE portions of W2 (not part of this request). There are some dark spots in some of the areas that we are reviewing, but none of them are consistent or definite.
- Post-construction aerial photograph: The 1980, 1985, 1990, 1995, 2000, 2005, 2010 and 2015 aerial photographs show the area of W3 that we are reviewing had trees planted in rows until the early 2000s. After removal, the area looks to be wetter, but farmed. Cul-de-sacs were built on the eastern side of the property as early as 1980, and the area seems to have gone through various stages of development through the 1990s and 2000s.

Site Photographs

The site photographs show wetland areas with vegetation that is mostly invasive or low quality. The areas that are now considered wetlands appear to have gotten wetter each year, most likely due to the stops and starts of various kinds of development, and stormwater entering the property from the develop occurring all around it.

Conclusion:

- Based upon the information provided above, the wetland identified as **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, lacked a wetland history prior to August 1, 1991, and fulfills all artificial wetland exemption standards. Therefore, **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6** is exempt from state wetland regulations.

This letter describes DNR's decision regarding the jurisdictional status of **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of **Wetlands 1, 2 (portion), 3 (portion) 4 (portion), 5 and 6**, you will need to contact the U.S. Army Corps of Engineers. The U.S. Army Corps of Engineers contact for Kenosha County is April Marcangeli. April Marcangeli can be reached at (651) 290-5731.

If you have any questions about this determination, please contact me at (414) 303-5065 or email maureen.millmann@wisconsin.gov.

Sincerely,

Maureen Millmann
Municipal Transportation Policy Coordinator
Wetland Exemption Team

cc: April Marcangeli, U.S. Army Corps of Engineers
Michelle Scott, WMS, DNR
Scott, Horzen, OTIE, Consultant

Portion of W-3

Portion of W-2

W-1

W-5

W-6

Portion of W-4

DELINEATED WETLANDS

ARTIFICIAL WETLANDS

Pleasant Prairie Master Plan Concept

1" = 100' SITE PLAN

Pleasant Prairie, Wisconsin

21 JAN 2019

Architecture

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST PAUL DISTRICT
GREEN BAY FIELD OFFICE
320 NORTH BROADWAY SUITE 200
GREEN BAY WI 54303

January 7, 2026

Regulatory File No. MVP-2019-00455-TKO

Emma Johnson
LandCO2
5032 W Forest Home Ave. #5
Milwaukee, WI 53219
emma@landco2.com

Dear Emma Johnson,

This letter contains an Approved Jurisdictional Determination (AJD) for the area(s) identified below, located to the southwest of the intersection of 77th and 105th Avenue, in Section 07, Township 01N, Range 022E, Kenosha County, Wisconsin. The review area for this determination is identified on the enclosed figure labeled: MVP-2019-00455-TKO Figures 1-2 of 2.

Non-Jurisdictional Area(s):

We have determined that the following area(s) are not waters of the United States subject to Corps of Engineers (Corps) jurisdiction under Section 404 of the Clean Water Act or Sections 9 or 10 of the Rivers and Harbors Act:

- Wetland B, 0.02-acre
- Wetland C, 0.02-acre
- Wetland D, 0.20-acre
- Wetland F, 0.10-acre

You are not required to obtain Corps authorization within the area(s) listed above. This determination only applies to the area(s) identified above and is based on a reasonable approximation of their location and boundaries. The basis for this determination is provided in the enclosed Memorandum for Record.

Agricultural Lands Information:

This determination has been conducted to identify the location and extent of the aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of an NRCS Certified Wetland Determination with the local USDA service center, prior to starting work.

Appeal Process:

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

must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP.

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

AJD Expiration:
This AJD may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to information that was not considered during our initial review.

Contact Information:
If you have any questions, please contact me in our Green Bay Field Office at 920-912-5427 or timothy.k.orlowski@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

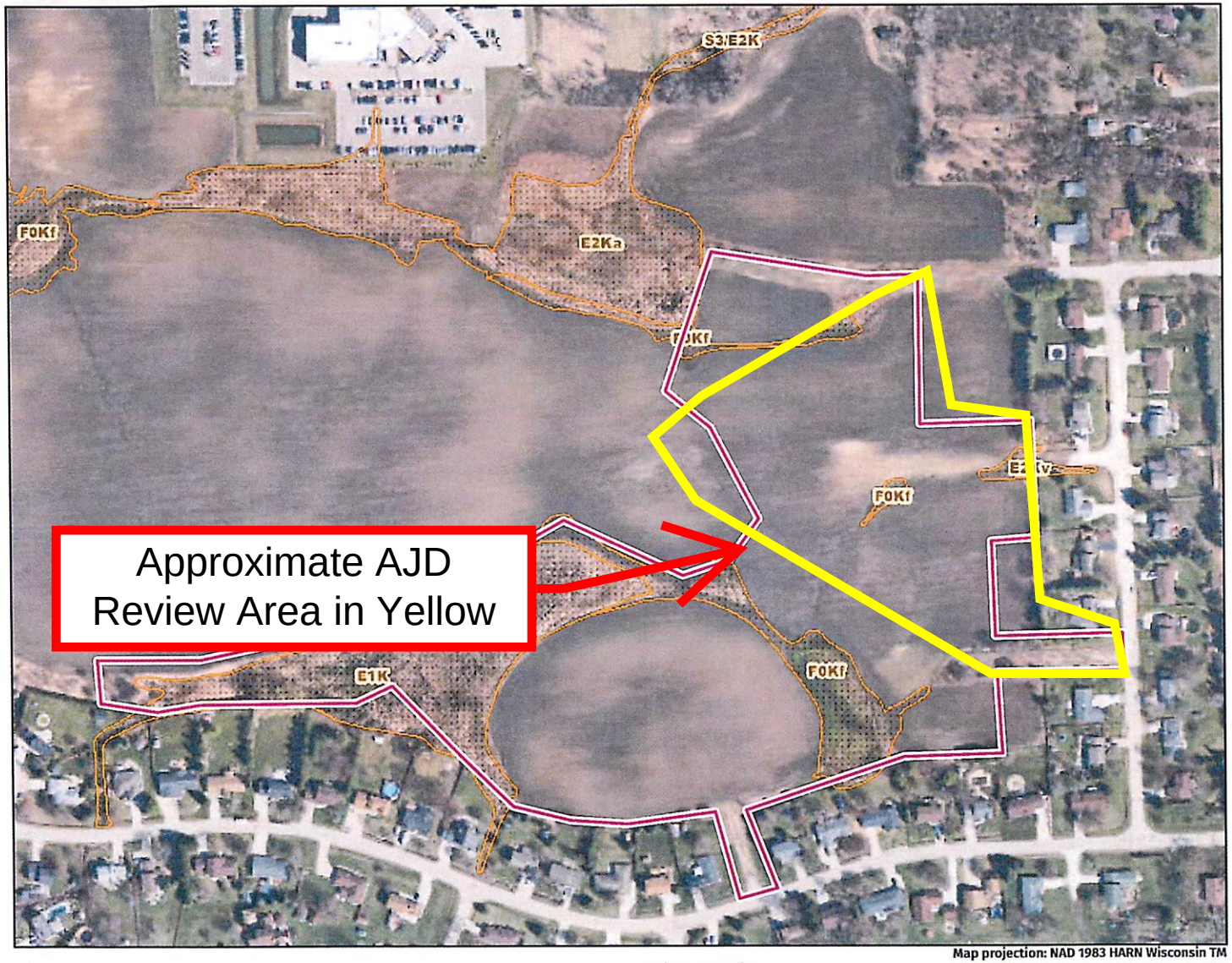
Tim Orlowski
Project Manager

Enclosures
AJD Figures, AJD MFR, Appeals Form

cc:
Sonya Ponzi, WI DNR

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

MVP-2019-00455-TKO Figure 1



Legend: (some map layers may not be displayed)

Wetland Class Points

Wetland too small to delineate

Wetland Class Areas

Latest Leaf Off Imagery

Notes:

Map projection: NAD 1983 HARN Wisconsin TM

N

Map: 0 290 580 Feet
0 80 160 Meters

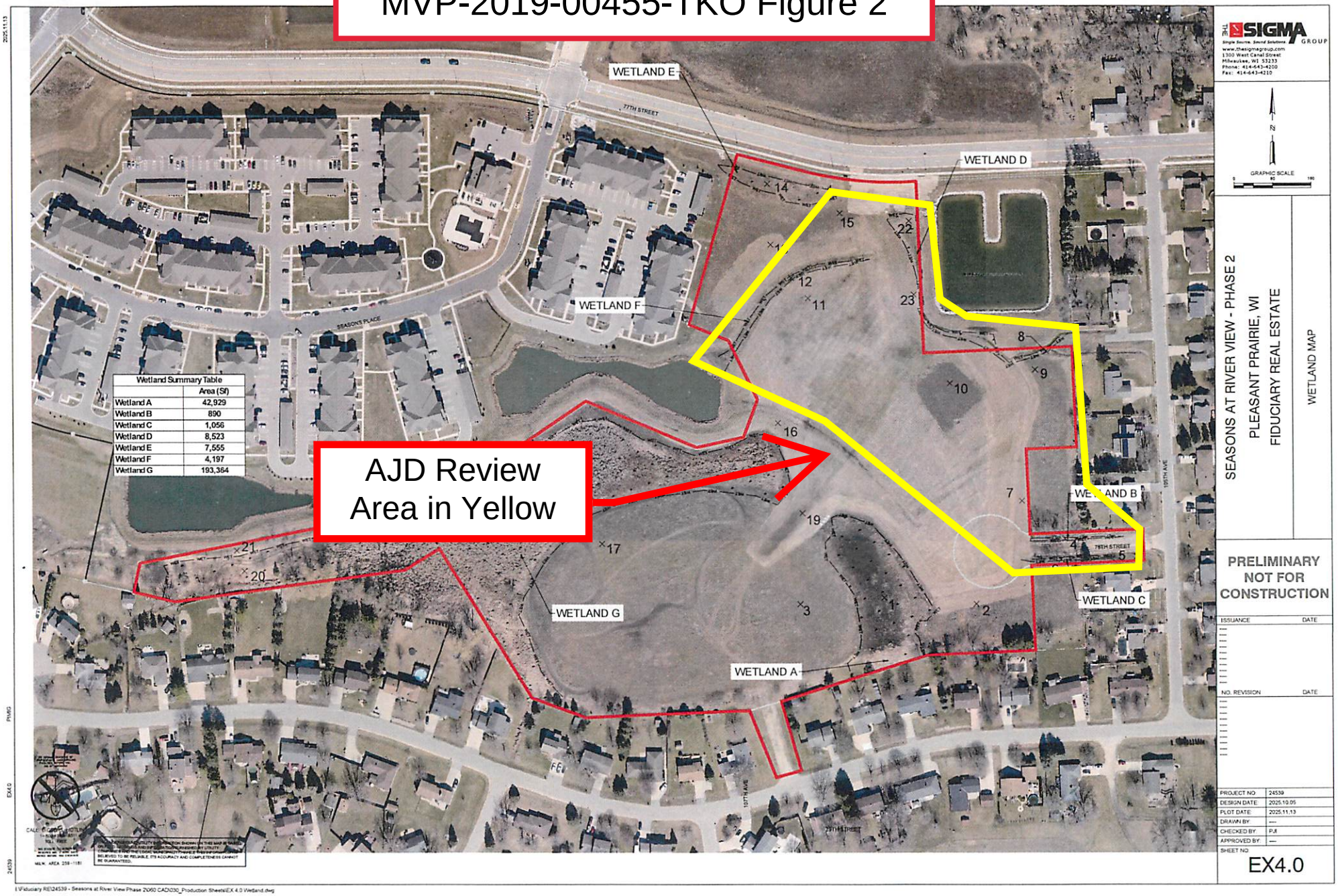
Service Layer Credits:
Latest Leaf Off: , DNR Basic Feature Vector Tile Layer WTM: , Wetland Inventory NWI (Dynamic): Calvin Lawrence, Dennis Weise, Nina Rihn

This map is a product generated by a DNR web mapping application.

This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose user agrees to be bound by all disclaimers found here: https://dnr.wisconsin.gov/legal

Date Printed: 10/12/2025 3:48 PM

MVP-2019-00455-TKO Figure 2



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST PAUL DISTRICT
GREEN BAY FIELD OFFICE
320 NORTH BROADWAY SUITE 200
GREEN BAY WI 54303

CEMVP-RD

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Approved Jurisdictional Determination in accordance with the "Revised Definition of 'Waters of the United States'"; (88 FR 3004 (January 18, 2023) as amended by the "Revised Definition of 'Waters of the United States'; Conforming" (8 September 2023) ,[1] MVP-2019-00455-TKO [MFR 1 of 1][2]

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.[3] AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.[4]

On January 18, 2023, the Environmental Protection Agency (EPA) and the Department of the Army ("the agencies") published the "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule"). On September 8, 2023, the agencies published the "Revised Definition of 'Waters of the United States'; Conforming", which amended the 2023 Rule to conform to the 2023 Supreme Court decision in *Sackett v. EPA*, 598 U.S., 143 S. Ct. 1322 (2023) ("*Sackett*").

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. For the purposes of this AJD, we have relied on Section 10 of the Rivers and Harbors Act of 1899 (RHA),[5] the 2023 Rule as amended,

[1] While the Revised Definition of "Waters of the United States"; Conforming had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.
[2] When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, the territorial seas, or interstate water that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).
[3] 33 CFR 331.2.
[4] Regulatory Guidance Letter 05-02.
[5] USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

as well as other applicable guidance, relevant case law, and longstanding practice in evaluating jurisdiction.

1. SUMMARY OF CONCLUSIONS.

    a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States).

Name of Aquatic Resource	JD or Non-JD	Section 404/Section 10
Wetland B	Non-Jurisdictional	N/A
Wetland C	Non-Jurisdictional	N/A
Wetland D	Non-Jurisdictional	N/A
Wetland F	Non-Jurisdictional	N/A

2. REFERENCES.

    a. "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule")

    b. "Revised Definition of 'Waters of the United States'; Conforming" 88 FR 61964 (September 8, 2023))

    c. *Sackett v. EPA*, 598 U.S. 651, 143 S. Ct. 1322 (2023)

    d. Memorandum To the Field Between the U.S. Department Of The Army, U.S. Army Corps Of Engineers And The U.S. Environmental Protection Agency Concerning The Proper Implementation Of 'Continuous Surface Connection' Under The Definition Of "Waters Of The United States" Under The Clean Water Act" (March 12, 2025)

3. REVIEW AREA.
    a. Project Are Size (in acres): 15-acre
    b. Location Description: The project/review area is located in Section 07, Township 01N, Range 022E, Kenosha County, Wisconsin.
    c. Center Coordinates of the Project Site (in decimal degrees)
    Latitude: 42.5638 Longitude: -87.9365
    d. Nearest City or Town: Pleasant Prairie
    e. County: Kenosha
    f. State: Wisconsin
    g. Other associated Jurisdictional Determinations (including outcomes):

Action ID	Type	Outcome
MVP-2019-00455 (19-FEB-2019)	AJD	Wetland D (Wetland 5 in prior AJD) was determined to be non-jurisdictional

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), THE TERRITORIAL SEAS, OR INTERSTATE WATER TO WHICH THE AQUATIC RESOURCE IS CONNECTED. [N/A][6]

5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, THE TERRITORIAL SEAS, OR INTERSTATE WATER. [N/A]

6. SECTION 10 JURISDICTIONAL WATERS[7]: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.[8]
   N/A

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the 2023 Rule as amended, consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the 2023 Rule as amended. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed. [N/A]

[6] This MFR should not be used to complete a new stand-alone TNW determination. A stand-alone TNW determination for a water that is not subject to Section 9 or 10 of the Rivers and Harbors Act of 1899 (RHA) is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established.
[7] 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.
[8] This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

a. Traditional Navigable Waters (TNWs) (a)(1)(i): N/A

b. The Territorial Seas (a)(1)(ii): N/A

c. Interstate Waters (a)(1)(iii): N/A

d. Impoundments (a)(2): N/A

e. Tributaries (a)(3): N/A

f. Adjacent Wetlands (a)(4): N/A

g. Additional Waters (a)(5): N/A

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

a. Describe aquatic resources and other features within the review area identified in the 2023 Rule as amended as not "waters of the United States" even where they otherwise meet the terms of paragraphs (a)(2) through (5). Include the type of excluded aquatic resource or feature, the size of the aquatic resource or feature within the review area and describe how it was determined to meet one of the exclusions listed in 33 CFR 328.3(b).[9]

Wetlands B, C, D, and F (W-B, W-C, W-D, and W-F) are excavated drainage features that are not waters of the U.S. These features were excavated in, and drain only, uplands to provide drainage for an access road (W-B/C) and storm water infrastructure (W-D/F) from surrounding development. Aerial images show the review area consisting entirely of actively cropped agricultural field until the 1980 aerial. Here 105th Ave can be seen as being constructed along the eastern boundary of the delineation study area, and 78th St. can be seen in the current location of wetlands W-B and W-C. At this time disturbance from a second access road, parallel to 78th St, can be seen extending west from 105th Ave in the location of the southeastern extent of W-D. The areas containing wetlands W-D and W-F remained actively cropped through 2020 with no signs of persistent wetness signature. By 2022 the excavated drainage features can be seen constructed and draining to non-jurisdictional storm water ponds at the northeast of W-D and the southwest of W-F. Review of aerial imagery prior to excavation show the locations containing W-B, W-C, W-D, and W-F exhibited no signs of wetland presence (standing water, repeated crop/vegetation stress, distinct variation of vegetation) within the delineated wetland boundary. These ditches

[9] 88 FR 3004 (January 18, 2023)

are non-RPWs as they lack a defined bed and bank (imagery), OHWM, and show no evidence of standing water or prolonged saturation (veg stress/darkened soils). W-B, W-C, W-D, and W-F fit the definition of (b)(3) waters, from 33 CFR 328.3(b), as they were excavated wholly in, and drain only, upland and do not carry a relatively permanent flow of water.

b. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the 2023 Rule as amended (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

N/A

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

a. No field visits were conducted. Desktop review evaluation was conducted on 12/30/2025.

b. AJD Application “2019-00455-TKO 20251202.APP.pdf” in the administrative record.

c. Mississippi Valley Division Regulatory Viewer, 12/30/2025.

d. Wisconsin DNR Surface Water Data Viewer, 12/30/2025.

e. Kenosha County GIS Interactive Mapping, 12/30/2025.

10. OTHER SUPPORTING INFORMATION. [N/A]

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR’s structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

U.S. Army Corps of Engineers (USACE)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

Form Approved –
OMB No. 0710-0003
Expires 2027-10-31

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority	The authorities for requesting this information are Sections 9, 10, 13, and 14, Rivers and Harbors Act of March 3, 1899; Section 404, Clean Water Act; and Section 103 Marine Protection Research and Sanctuaries Act of 1972.
Principal Purpose	This information serves as notification to affected parties regarding the USACE administrative appeal options and process, as well as to facilitate requests for appeal of USACE decisions with which they disagree.
Routine Uses	Routine uses will include: (a) To serve as notification to affected parties of the Corps administrative appeal options and process and to facilitate requests for appeal of Corps decisions with which they disagree. (b) Records may be referred to the Department of Justice for possible criminal prosecution. (c) Records may be referred to other Federal, State, and local agencies for evaluation and enforcement purposes.
Disclosure	Disclosure of this information is voluntary on your part. However, failure of individual to provide requested information could result in inability to determine all pertinent information regarding a Department of the Army permit matter.

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PURPOSE: This form is used to facilitate the initiation of the administrative appeals process. The appeals process allows an affected party to pursue an administrative appeal of certain Corps of Engineers decisions with which they disagree.

Upon release, this form will also be available on the Corps website https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/

Applicant: LandCO2 (Emma Johnson)	File Number: MVP-2019-00455-TKO	Date: 1/7/2026

Documents Attached (*select all that apply*):		Form Reference Section:
☐	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
☐	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
☐	PERMIT DENIAL WITHOUT PREJUDICE	C
☐	PERMIT DENIAL WITH PREJUDICE	D
☒	APPROVED JURISDICTIONAL DETERMINATION	E
☐	PRELIMINARY JURISDICTIONAL DETERMINATION	F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/ or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

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

- RECONSIDERATION: You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:	If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:
Name: Timothy Orlowski	Name: Brian Oberlies, Regulatory Appeals Review Officer
Street Address, City, State: 320 North Broadway Green Bay, WI 54303	Street Address, City, State: 1400 Walnut Street Vicksburg, Mississippi 39180
Phone: 920-912-5427	Phone: 601-634-5820
Email: timothy.k.orlowski@usace.army.mil	Email: brian.m.oberlies@usace.army.mil

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

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

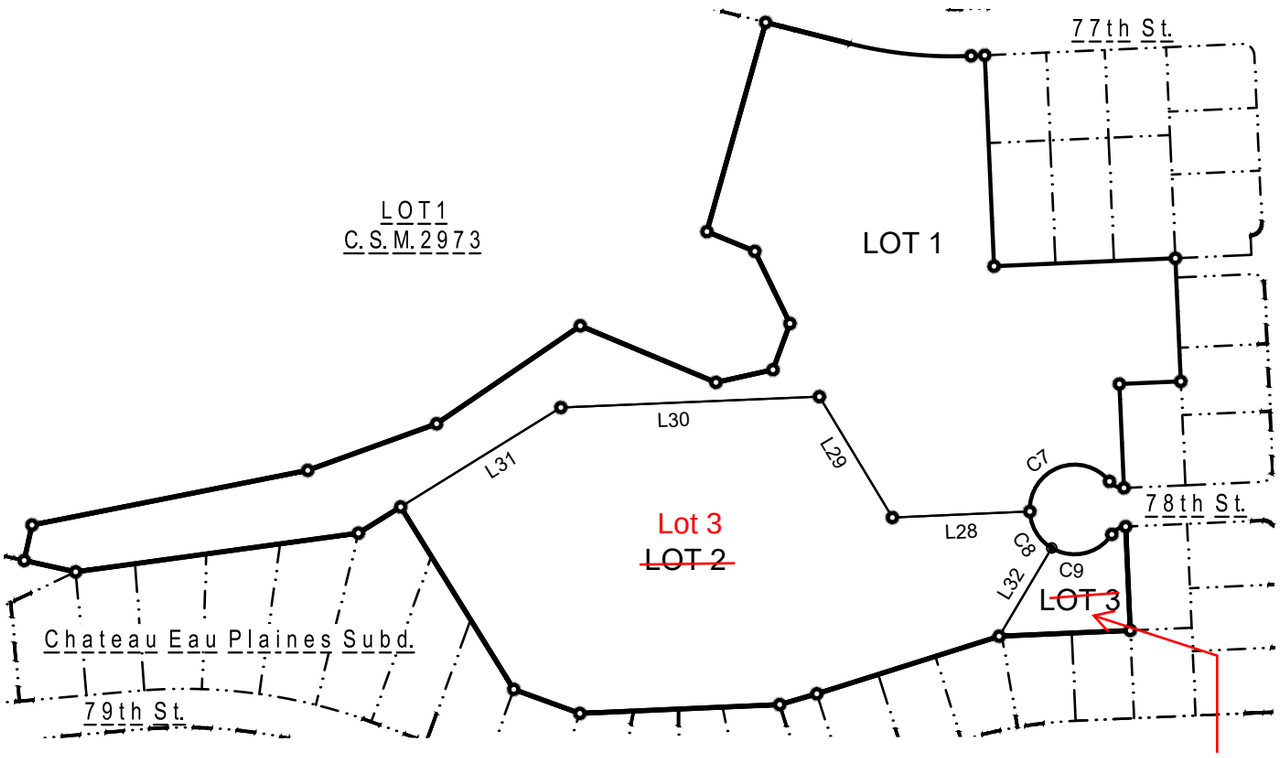
ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant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

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

Email address of appellant and/or agent	Telephone number
Signature of appellant or agent	Date

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LEGEND & NOTES:

- ⊙ INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.
- ◉ INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

Line Table		
Line #	Length	Direction
L28	234.93	S87° 32' 49"W
L29	241.13	N31° 03' 25"W
L30	442.03	S87° 39' 29"W
L31	321.96	S58° 15' 43"W
L32	175.32	S30° 50' 00"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C7	191.91	76.50	143°43'59"	S69° 24' 48"W	145.40
C8	75.70	76.50	56°41'58"	S30° 48' 12"E	72.65
C9	116.20	76.50	87°01'58"	N77° 19' 49"E	105.35

4/6/2026

INTERIOR LOT LINES
BEARINGS AND DISTANCES

GRAPHIC SCALE

0 300' 600'

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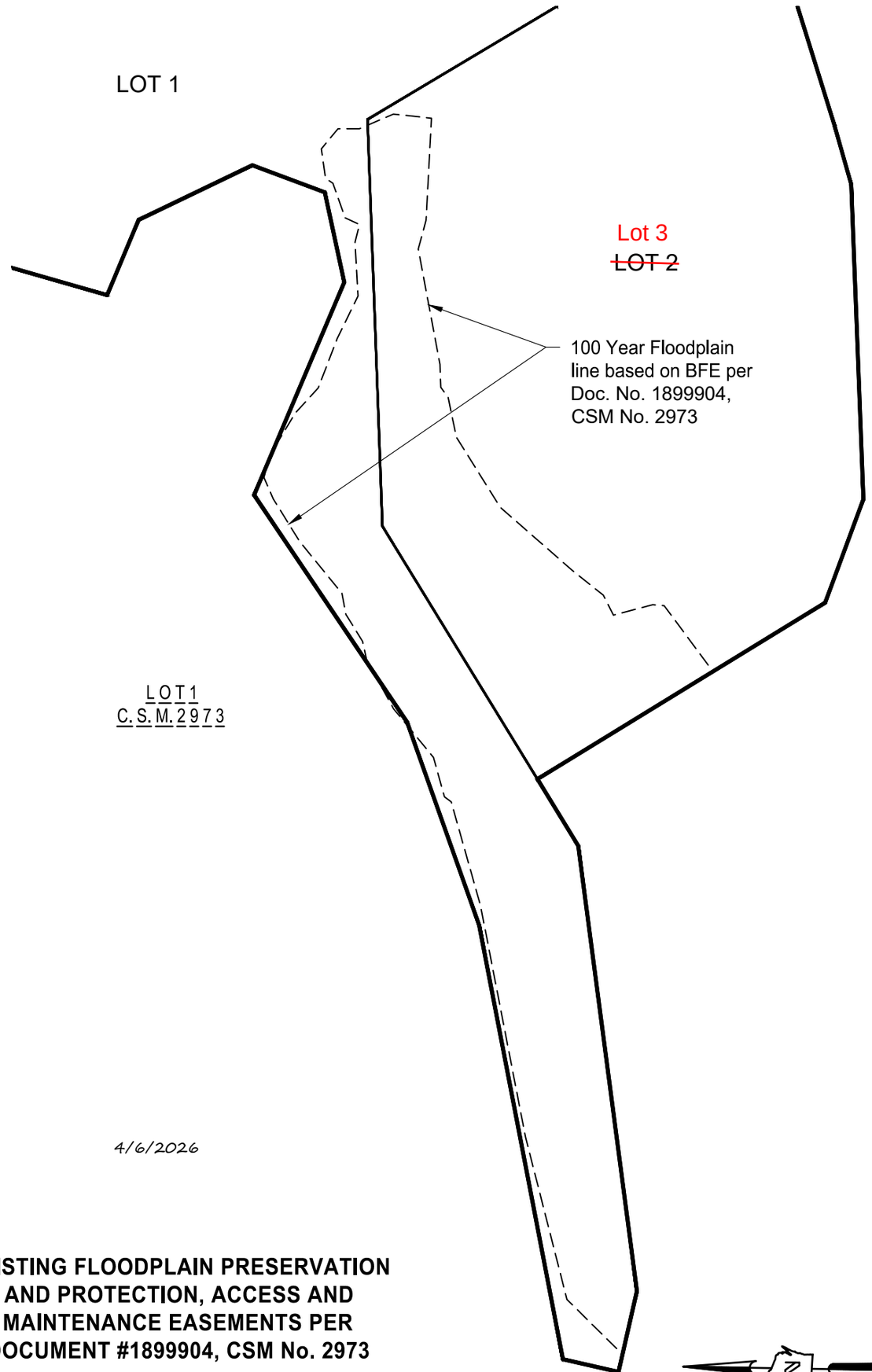
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 3 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



4/6/2026

EXISTING FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS PER DOCUMENT #1899904, CSM No. 2973

GRAPHIC SCALE

0 150' 300'

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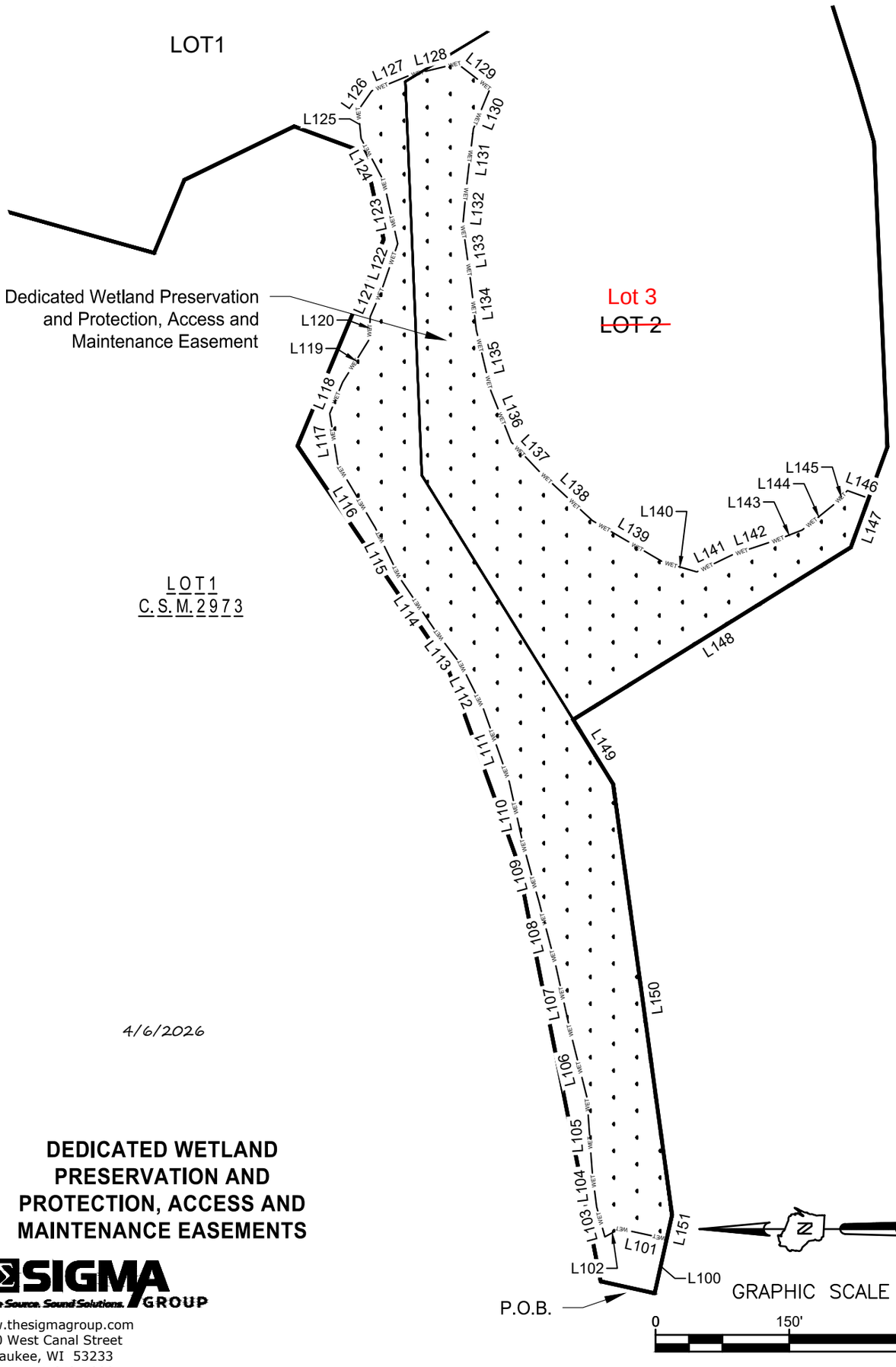
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 6 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SEE SHEET 8 FOR CONTINUATION



4/6/2026

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

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Fax: 414-643-4210

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026

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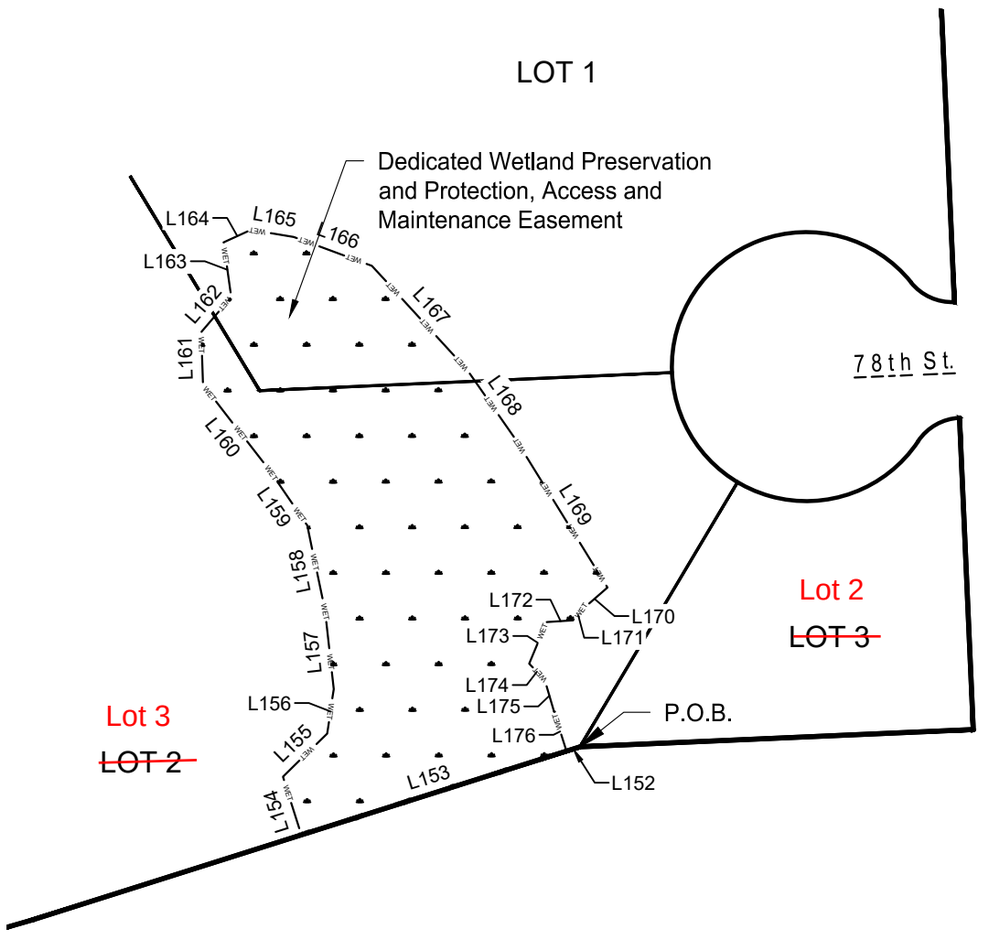

4/6/2026

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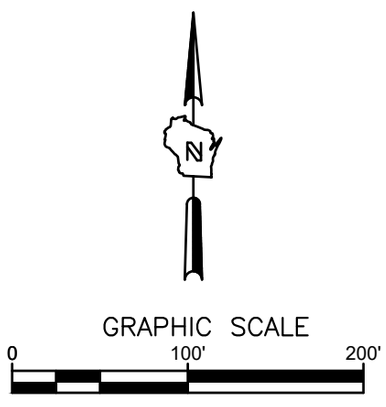

PROJECT NUMBER: 23211 DRAFTED BY: Kenneth M. Araya DATE: 04/06/2026 Sheet 8 of 18

CERTIFIED SURVEY MAP NO._____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 3000, RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 1919380, BEING IN THE NE, SE, NW AND SW 1/4S OF THE NE 1/4 OF SECTION 7, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Line Table		
Line #	Length	Direction
L100	62.27	S77° 27' 07"E
L101	54.03	N12° 32' 49"E
L102	18.98	N28° 53' 29"W
L103	34.86	N74° 44' 22"E
L104	39.41	N82° 51' 15"E
L105	83.98	N85° 57' 28"E
L106	70.83	N75° 53' 37"E
L107	79.85	N77° 34' 23"E
L108	75.78	N75° 16' 38"E
L109	67.14	N74° 42' 33"E
L110	70.25	N77° 35' 21"E
L111	86.51	N70° 34' 22"E
L112	54.91	N63° 25' 42"E
L113	49.57	N52° 59' 29"E
L114	70.15	N56° 05' 03"E
L115	63.34	N63° 59' 02"E
L116	82.78	N59° 30' 03"E
L117	57.29	N81° 06' 07"E
L118	38.16	S67° 32' 14"E
L119	56.11	S58° 02' 15"E
L120	25.54	S87° 17' 04"E
L121	31.66	S66° 40' 40"E
L122	55.99	S70° 42' 31"E
L123	72.44	N77° 19' 58"E
L124	53.67	N62° 03' 37"E
L125	31.60	N84° 17' 53"E
L126	26.55	S55° 10' 19"E
L127	46.75	S22° 17' 14"E
L128	54.37	S13° 34' 46"E
L129	46.18	S37° 46' 10"W

Line Table		
Line #	Length	Direction
L130	48.49	N67° 25' 35"W
L131	67.73	N83° 07' 06"W
L132	41.85	N84° 39' 10"W
L133	61.01	S81° 54' 21"W
L134	56.59	S83° 28' 50"W
L135	70.29	S76° 37' 15"W
L136	61.85	S68° 11' 10"W
L137	48.08	S46° 24' 27"W
L138	78.23	S42° 44' 57"W
L139	92.08	S30° 29' 52"W
L140	39.39	S16° 18' 21"W
L141	44.38	S25° 36' 15"E
L142	51.62	S18° 20' 59"E
L143	31.58	S21° 15' 48"E
L144	47.39	S38° 42' 55"E
L145	19.89	S46° 26' 39"E
L146	25.34	S20° 02' 49"W
L147	58.36	N69° 57' 11"W
L148	366.57	N31° 44' 17"W
L149	84.87	S58° 15' 43"W
L150	487.55	S82° 16' 29"W
L151	27.73	N77° 27' 11"W
L152	8.07	S72° 32' 14"W
L153	158.31	S72° 32' 50"W
L154	34.76	N17° 27' 10"W
L155	35.17	N45° 50' 40"E
L156	25.58	N8° 27' 15"E
L157	45.08	N6° 18' 11"W
L158	49.38	N11° 43' 42"W
L159	37.89	N34° 17' 26"W

Line Table		
Line #	Length	Direction
L160	61.78	N37° 48' 41"W
L161	30.07	N1° 50' 08"W
L162	26.24	N40° 39' 24"E
L163	31.37	N7° 56' 53"W
L164	17.23	N65° 22' 09"E
L165	24.62	S80° 24' 58"E
L166	47.44	S69° 39' 49"E
L167	80.31	S42° 24' 40"E
L168	48.93	S34° 49' 02"E
L169	98.47	S31° 44' 18"E
L170	19.67	S48° 45' 36"W
L171	6.83	S33° 54' 56"W
L172	16.15	S86° 24' 43"W
L173	25.61	S22° 40' 57"W
L174	12.76	S43° 47' 36"E
L175	18.96	S16° 06' 38"E
L176	23.52	S17° 27' 10"E

4/6/2026

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENTS

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AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Receive Plan Commission recommendation and consider approval of Resolution #26-21 for a Final Condominium Plat, Certified Survey Map and Development Agreement at the request of Dustin Harpe, owner of the property generally located at 88th Avenue and 68th Street, for the development of nine 2-unit condominium buildings to be known as Willow Grove Condominiums.

PROPOSED BY: Community Development	**FISCAL IMPACT: No**
AGENDA CATEGORY: Action	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

See attached Village Staff Report and Resolution.

STAFF RECOMMENDATION:

On June 1, 2026, the Plan Commission held a public hearing and recommended that the Village Board to approve the Final Condominium Plat, Certified Survey Map and Development Agreement subject the the comments and conditions of the attached Resolution and Village Staff Report.

Village Staff Report.pdf

Res 26-21.pdf

Draft Development Agreement 5-28-2026.pdf

2026-05-20 CSM Comments-only.pdf

Final Plat Application-Plat_R.pdf

CSM Application-CSM_R.pdf

VILLAGE STAFF REPORT JUNE 8, 2026

The developer is requesting final approvals for the development of the Willow Grove Condominiums that will include nine (9) 2-unit buildings for a total of 18 units to be located on the vacant 6.21 acre property at 68th Street east of 88th Avenue (CTH H) pursuant to the Preliminary Condominium Plat as approved by the Village Board on July 14, 2025.

[Note: The Preliminary Condominium Plat is valid for three (3) years from the Village Board's conditional approval, during which all conditions must be satisfied and the Final Condominium Plat and Certified Survey Map shall be submitted. If the property is not final platted within the three (3) years of the Village Board's approval, the Village shall require that a new Preliminary Condominium Plat application shall be filed.]

The final approvals being considered at this time include: Certified Survey Map; Final Condominium Plat; Development Agreement; Zoning Map and Text Amendments; and Comprehensive Plan Amendments.

Certified Survey Map: The CSM will create a 6.2 acre lot for the development of the Willow Grove Condominium and dedicated 68th Street and 86th Avenue.

Wetlands on the property were re-delineated in April of 2024 by Heartland Ecological Grip, Inc., a WI DNR Assured Biologist. The WI DNR and the ACOE have issued a permit to fill a portion of the wetlands as shown on the CSM. This wetland area remaining will be located within wetland preservation and protection easement as shown on the CSM and will be rezoned into the C-1, Lowland Resource Conservancy District.

In addition, the CSM will dedicate utility easements; storm water easements; and a tree preservation easement along the eastern 10 feet of the property as shown on the CSM.

Willow Grove Final Condominium Plat and Residential Development Plans including the public improvement plans: This Final Condominium Plat is substantially compliant with the Preliminary Condominium Plat for Willow Grove that was approved by the Village Board on July 14, 2025. However, two units have been eliminated since the approval of the Preliminary Plat due to the location of the wetlands on the property that the ACOE and WI DNR are not allowing to be filled.

The Final Condominium Plat will create nine 2-unit condominium buildings (18 units). These owner-occupied units will feature ranch-style units with full basements and either a 2 or 3 car-attached garage. The buildings will provide a variety of 2-and 3-bedroom units that range in size from 1,626 square feet to 1,691 square feet (excluding the basement). Four (4) units will have 3 car-attached garages and the remaining 14 units will have a 2 car-attached garage. The building will have a variety of color options related to the siding and stone materials. This project is similarly designed to the Harpe Developments Green Bay Trails Condominiums located at the southeast corner of STH 165 and Old Green Bay Road.

The public roadway, sanitary sewer, water and storm sewer will be constructed by the developer to service all the units. Public sidewalks on a cul-de-sac are not required. As discussed with the Preliminary Plat, a new Traffic Report was prepared by Traffic Analysis & Desing Inc (TADI) dated September 17, 2024, and reviewed by Kenosha County. Kenosha County will not require southbound left turn lanes and northbound right turn lanes for the proposed condominium development of 20 units provided that the number of units does not increase or that 68th Street does not connect with 85th Avenue.

The Village Plan Commission conditionally approved the Residential Development Plans including the public improvements plans at their June 1, 2026 meeting.

Development Agreement: The ***attached*** draft Development Agreement sets forth the requirements for the construction of the improvements and sets forth the required financial guarantee for the installation of the required improvements. This Agreement will be finalized upon submittal of all required exhibits and final plans/documents. Prior to the issuance of any permits for construction of any of the buildings, all required public/private improvements shall be

completed, televised, inspected and accepted by the Village and as-built utility and grading plans submitted in accordance with the Development Agreement.

Plan Commission recommends approval of the Certified Survey Map, Final Condominium Plat and Development Agreement subject to the above comments and the following conditions:

1. Village Board approval of the Comprehensive Plan; Zoning Map and Text Amendments for the project. (To *be considered by the Village Board at their June 8, 2026 meeting*).
2. Subject to the Plan Commission satisfaction of conditional associated with the Residential Development Plans including the Public Improvement Plans as conditionally approved by the Plan Commission on June 1, 2026.
3. See ***attached*** comments dated May 20, 2025 related to the CSM. In addition, remove sheet 4 of the CSM, the proposed buildings are shown on the Condominium Plat
4. The following changes shall be made to the Final Condominium Plat:
   a. On Sheet 1 of the Final Plat correct the Proposed Zoning to include:

      R-8, Urban Two-Family Residential District
      C-1, Lowland Resource Conservancy District
      PUD, Planned Unit Development Overlay District

   b. Correct the signature page of the Final Condominium Plat—see below for example for Village Board Certificate, Village Treasure's Certificate and County Treasurer's.

      Village President is David J Klimish, Village Clerk is Jane C. Snell and Village Treasure is Kathleen M. Goessl, County Treasure is Teri M. Jacobson

FIRST ADDENDUM TO CONDOMINIUM PLAT OF
THE COTTAGES AT VILLAGE GREEN CONDOMINIUM
SIGNATURES
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

VILLAGE BOARD CERTIFICATE

We hereby certify that the condominium plat of FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM in the Village of Pleasant Prairie submitted for approval by The Cottages at Village Green, LLC., developer of said lands, was approved by the Village Board of the Village of Pleasant Prairie on 8/20/2018 by Resolution No. 18-28 and that any and all conditions of such approval have been satisfied.

By: John P. Steinbrink
John P. Steinbrink, Village President

Attested By: Jane C. Snell
Jane C. Snell, Village Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

Personally came before me this 4th day of Febuary, 2019, John P. Steinbrink, Village President , and Jane C. Snell, Village Clerk, and acknowledged that they executed the foregoing instrument as President and Clerk of the Village of Pleasant Prairie and by its authority.

Signed: Jean M. Werbie-Harris
Jean M. Werbie-Harris
Notary Public, Kenosha County, State of Wisconsin
My commission expires/is permanent: 12/27/2021

JEAN M. WERBIE-HARRIS NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

I, Teri M. Jacobson, being the duly elected, qualified and acting Treasurer of Kenosha County, do hereby certify that the records of my office show no unredeemed tax sales and no unpaid taxes or special assessments as of 2/6/2019 affecting the lands included in the plat of FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM.

By: Teri A Jacobson
Teri M. Jacobson, County Treasurer

VILLAGE TREASURER'S CERTIFICATE

I, Kathleen M. Goessl, being the duly qualified and acting Treasurer of Pleasant Prairie, do hereby certify that the records of my office show no unpaid taxes or special assessments as of 2/5/2019, affecting the lands included in this plat of FIRST ADDENDUM TO CONDOMINIUM PLAT OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

By: Kathleen M Goessl
Kathleen M. Goessl, Village Treasurer

5. A draft copy of the By-Laws and Condominium Declarations shall be provided to the Village for final review.
6. Upon Village staff approval of the revised Residential Development Plans including the public improvement plans, the CSM, Final Condominium Plat then the following shall be submitted to the Village so that the draft Development Agreement and the recordable Memorandum of Development Agreement can be finalized *(all documents shall also be submitted as a pdf):*

a. Final Residential Development Plans including the Public Improvement Plans for the public/private improvements.

b. The original CSM and the original Final Condominium Plat.

c. Final copy of the Condominium Declarations and By-laws.

d. A copy of the We Energies electrical and gas distribution system plan.

e. A copy of the We Energies public street light plans and contract.

f. All required approvals for municipal sewer and/or water from the Village, Kenosha Water Utility, SEWRPC and/or WI DNR.

g. *Draft contracts, bid documents and Certificate of Insurance shall be submitted to the Village for review to ensure that items are called out appropriately for the financial security.* 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. Once reviewed and approved by the Village, then a copy of the signed contracts, certificates of insurance shall be submitted to the Village.

h. Cost estimates for Filed Staking, Public Improvement As-built drawings, Record Drawings and property corner Monumentation from Neilson Madsen and Barber.

i. Street Signage Plan and cost estimate as prepared by the Village.

j. Village Engineers cost estimates for inspections. If a Village consultant will be doing these inspections, then an executed contract shall be provided.

k. Erosion Control Permit application and WI DNR NOI.

l. Village work in the Right-of-Way application.

m. Financial Security shall be provided for 120% of the total cost of public/private related improvements inspections and other construction related services pursuant to Section 395-17 of the Village Municipal Code. The Village will prepare an Itemized Cost Breakdown Exhibit to determine the amount of the financial security and any required the cash payments. A draft of the financial security shall be provided to the Village for staff review. The cash payments and the "Final" financial security shall be provided prior to the Village at the closing.

n. Verification that all taxes and any outstanding special assessments have been paid on all property associated with the proposed CSM. Any outstanding taxes, special assessments or 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.

7. Upon final Village staff review and approval of the approval of the revised Residential Development Plans that include the public improvement plans, CSM, Final Condominium Plat pursuant to the conditions of approval, then Development Agreement and all required documents will be finalized and ready for execution. The Village will host a closing to execute the Development Agreement and other related documents, payment of any required cash payments and submittal of the financial security. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide a recorded copy of all documents to the Village within 72 hours of recording and prior to work commencing on the public improvements.

8. Following the closing and prior to work commencing for the public improvements, a pre-construction meeting is required to be scheduled. The purpose of a preconstruction meeting is to discuss the construction, site logistics, schedule, inspection process and requirements in detail with the owner, engineer, general contractors and the staff inspectors. The Design Engineer of Record shall coordinate, prepare an agenda (sample

provided by the Village), moderate and prepare minutes of the pre-construction meeting. Following the preconstruction meeting all Village permits can be obtained for construction of public/private improvements outlined in the Development Agreement and work can commence.

9. The development shall comply with the ordinances in effect at the time of construction including but not limited to the Village Land Division and Development Control Ordinance, Village Municipal Codes, Zoning Ordinance, Design Standards and Construction Specifications, Construction Site Maintenance and Erosion Control Ordinance.

10. The hours of construction activity, operating heavy machinery or equipment associated with the grading, erosion control device installation, and overall site development shall be limited to Monday through Friday from 7:00 a.m. to 9:00 p.m. and Saturday and Sunday from 7:00 a.m. to 6:00 p.m. unless extended hours are specifically approved by the Village Community Development Director.

11. The Village shall approve of the location of all contractor parking and the location of construction trailers parked on the site during construction activities as a part of the Erosion Control Permit. No construction trailers shall be parked in Village rights-of-way and there shall be no construction parking permitted on adjacent public streets.

12. On-site (off-street) parking shall be designed to accommodate all site visitors. No on-street parking shall be allowed on any adjacent public street during construction.

13. All construction related signage and the construction trailers (s) shall be approved and permitted by the Village.

14. Any required temporary construction fencing shall be installed prior to and during construction start in locations as required/approved by the Village.

15. All Village fees incurred by the Village Community Development, Engineering and 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. **NOTICE: THE VILLAGE WILL NEVER ASK ANYONE TO PAY APPLICATION AND PERMIT FEES VIA A WIRE TRANSFER. MOST DEVELOPMENT RELATED APPLICATION AND PERMIT FEES ARE REQUIRED TO BE PAID IN PERSON AT THE VILLAGE HALL VIA CASH, CHECK, CREDIT CARD OR BY SENDING A CHECK WITH THE INVOICE VIA MAIL.**

VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #26-21
RESOLUTION APPROVING THE
THE WILLOW GROVE CONDOMINIUM PLAT

WHEREAS, Dustin Harpe, owner of the vacant property generally located at 68th Street east of 88th Avenue for the development of nine 2-unit condominium buildings to be known as Willow Grove Condominiums; and

WHEREAS, the Final Condominium Plat (See **Exhibit 1**) is substantially compliant with the Preliminary Condominium Plat as conditionally approved by the Village Board on July 7, 2025; and

WHEREAS the Village of Pleasant Prairie Plan Commission held a public hearing on June 1, 2026 and recommended conditional approval of the Final Condominium Plat, Certified Survey Map and Development Agreement and conditionally approved the Residential Development Plans including the public improvement plans for the development.

NOW THEREFORE BE IT RESOLVED that the Village Board of Trustees hereby approves the Willow Grove Condominium Plat, Certified Survey Map and Development Agreement subject to the following conditions:

1. The Developer shall comply with the requirements set forth in the Village Staff Report of June 8, 2026.
2. This Development shall be in compliance with the Village Land Division and Development Control Ordinance, Design Standards and Construction Specifications, Village Municipal and Zoning Codes, Village Construction Site Maintenance and Erosion Control Ordinance and the Wisconsin Statutes.

NOW THEREFORE BE IT FURTHER RESOLVED that this Final Condominium Plat, CSM and Development Agreement shall not be valid if the above conditions are not satisfied and timely executed and recorded within 12 months from the date of this Resolution.

Adopted this 8th day of July 2026

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

_____
David J. Klimisch
Village President

_____
Jane C. Snell
Village Clerk

Posted: _____

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DRAFT

DEVELOPMENT AGREEMENT

BETWEEN THE VILLAGE OF PLEASANT PRAIRIE

AND

REGARDING THE
REQUIRED PUBLIC AND PRIVATE IMPROVEMENT OBLIGATIONS FOR
WILLOW GROVE CONDOMINIUMS

DATE OF THIS AGREEMENT _____, _____

LISTING OF EXHIBITS
REQUIRED FOR WILLOW GROVE DEVELOPMENT AGREEMENT

EXHIBIT A	**Certified Survey Map No._____**
EXHIBIT B	**Willow Grove Final Condominium Plat.**
EXHIBIT C	**Final Engineering Improvement Plans for Willow Grove , Landscape Plans, Street lighting Plans, and Street Signage Plans.**
EXHIBIT D	**Easements and Restrictive Covenants.**
EXHIBIT E	**Willow Grove Condominium Declaration of Restrictions and Covenants.**
EXHIBIT F	**Public Improvement Cost Schedule – Itemized Cash on Deposit and Cash Payments Cost Breakdown***)*
EXHIBIT G	**Copy of the Financial Security Instrument(s) for Public Improvements and Cash Payments Receipts.**
EXHIBIT H	**Title Commitment** (Equal to the value of the property interests to be dedicated to the Village. Commitment must state that all areas being dedicated to the public are free and clear of any liens, taxes, and encumbrances.)
EXHIBIT I	**By-Laws of Willow Grove Condominium Association, Inc.**
EXHIBIT J	**Articles of Incorporation of Willow Grove Association, Inc.**
EXHIBIT K	**Contracts and Certificates of Insurance on file with the Village.**

**DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE
AND
REGARDING THE
REQUIRED PUBLIC AND PRIVATE IMPROVEMENT OBLIGATIONS FOR
WILLOW GROVE CONDOMINIUM**

This Development Agreement (hereinafter referred to as the "Agreement") for the Required Public and Private Improvement obligations for Willow Grove is being entered into by and between with a business office address located at (hereinafter referred to as the "Developer") and the Village of Pleasant Prairie, a Wisconsin Municipal Corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as the "Village").

This Agreement sets forth responsibilities and obligations regarding the Required Public and Private Improvements located within and serving the Willow Grove development (the "Development", or "Willow Grove ") on Property described in **Exhibit A** (the "Property"):

RECITALS

WHEREAS, the Developer is the owner of the Property, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin proposed for the Willow Grove Condominium development.

WHEREAS, the Developer anticipates undertaking the development of Willow Grove Condominiums, an 18 unit condominium development, as shown on **Exhibit B**, the Final Willow Grove Condominium Plat (the "Plat).

WHEREAS, the purpose of this Agreement is to expressly set forth the Developer's obligations for developing Willow Grove, as described above, and to identify the Developer's responsibilities and financial obligations to construct, to have inspected and to dedicate the required Public Improvements for the development; and

WHEREAS, one of the purposes of this Agreement is to avoid the harmful effects of premature land division and development, which may leave the land undeveloped and unproductive, while at the same time making possible the development of the land which cannot be developed under the Village Ordinances unless and until the Required Public and Private Improvements provided for in this Agreement are completed; and

WHEREAS, the proposed land division and Development would impose substantial burdens upon the Village, but for this Agreement, which can appropriately be mitigated by this Agreement and any subsequent amendments to this Agreement; and

WHEREAS, the Developer agrees to comply with the provisions of the Village's Ordinances and this Agreement and any subsequent amendments to this Agreement; and

WHEREAS, the Obligations of the Village under this Agreement shall not vest until and if all exhibits and approvals referenced in this Agreement are approved in writing by the Village; and

NOW, THEREFORE, in consideration of and subject to the requirements in the foregoing Recitals, which are incorporated herein, the mutual provisions of this Agreement pertaining to the commencement of the Required Public and Private Improvements, related Private Improvements, 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.

Except as otherwise specifically provided for in this Agreement, the Developer agrees that the required improvements described in Sections 1.a. through 1.j. of this Agreement (hereinafter 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 Village's inspections, provisions of this Agreement or any subsequent amendments to this Agreement, and pursuant to all applicable Village Ordinances (hereinafter collectively referred to as "Village Requirements").

The Developer shall complete and install all Required Public and Private Improvements no later than 18 months after commencement of construction on those public improvements unless an extension is approved by the Village Engineer and unless otherwise stated herein. The Developer shall promptly and unconditionally dedicate, give, grant and convey to the Village the Required Public Improvements, upon the

installation and completion and inspection and approval by the Village. The Village 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.

The Developer shall provide to the Village, in connection with the dedication of each set of the Required Public Improvements, duly signed lien waivers from all contractors, subcontractors, and other persons who have provided any labor or materials with respect to such public improvements, specifically detailing the work done, the materials supplied, and the dollar amounts of such waivers.

The Developer hereby warrants the Required Public and Private Improvements for a period of one (1) year from the date the Village Board accepts the dedication of the Required Public Improvements (hereinafter referred to as the "Improvement Warranty Period") unless otherwise stated herein. No Village building or occupancy permits for any lots shall be issued until such time as all of the required Public Improvements are completed, inspected, and approved by and dedicated to the Village, unless otherwise approved by the Village in its sole discretion.

a. Public Street Improvements.

(1) The Developer shall design, locate, grade, surface and otherwise provide, construct and install all Required Public Street Improvements in the Development which are depicted and described in the approved Final Engineering Improvement Plans for Willow Grove, hereinafter referred to as the "Construction Plans" which are attached to this Agreement as **Exhibit C** (which street improvements are hereinafter collectively referred to as the "Required Public Street Improvements").

The Required Public Street Improvements shall be completed in a workmanlike manner and in accordance with such Construction Plans, the Village Requirements, and the Plat.

The Developer shall maintain and remove snow and ice from the Required Public Street Improvements until the village formally accepts

dedication of the Public Street Improvements.

(2) The Developer shall complete the construction and installation of all Required Public Street Improvements in the Development in accordance with the following:

(a) Work within the public roadway rights-of-way shall be commenced only after completion by the Developer and inspection and approval by the Village Inspectors of all Required Public Sanitary Sewer System Improvements, all Required Public Water System Improvements, and all Required Public Storm Sewer and Drainage System Improvements required under this Agreement.

b. Public Curb and Gutter Improvements.

(1) The Developer shall design, locate, provide, and construct and install concrete curb and gutter improvements in the Development pursuant to the Construction Plans, the Village Requirements, and the Plat (hereinafter collectively referred to as the "Required Curb and Gutter Improvements"). The Required Curb and Gutter Improvements shall be completed in a workmanlike manner.

(2) The Developer shall complete and install the Required Public Curb and Gutter Improvements before the installation of the concrete pavement layer, but only after completion by the Developer, inspection, and approval by the Village of the sub-base of the streets in and adjacent to the Development.

c. Public Sanitary Sewerage System Improvements.

(1) The Developer shall design, locate, provide, construct and install all required Public Sanitary Sewerage System Improvements in the Subdivision pursuant to the Construction Plans, the Village Requirements, and the Plat (hereinafter collectively referred to as the "Required Public Sanitary Sewerage System Improvements"), in a

workmanlike manner.

(2) Prior to the installation of the concrete pavement layer the Village shall, at the Developer's cost, conduct televising of the sanitary sewer and storm sewer after the Developer's contractor flushes and cleans the Required Public Sanitary Sewerage Improvements.

(3) Following the Village's acceptance of the dedication of the Required Public Sanitary Sewerage System Improvements, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable.

d. Public Water System Improvements.

(1) The Developer shall design, locate, provide, construct and install all Required Public Water System Improvements in the Development pursuant to the Construction Plans, the Village Requirements, and the Plat (hereinafter collectively referred to as the "Required Public Water System Improvements"), in a workmanlike manner.

(2) Prior to the installation of the concrete pavement layer the Village shall, at the Developer's cost, inspect and approve the Required Public Water System Improvements.

(3) The Village shall, at the Developer's cost, conduct flushing, cleaning and water sampling of the public water mains.

(4) Following the Village's acceptance of the Public Water System Improvements, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable.

e. Public and Private Storm Sewer and Drainage System Improvements.

(1) The Developer shall design, locate, provide, grade, construct, and install all Public and Private Storm Sewer and Drainage System Improvements in the Development pursuant to the Construction Plans, the Village Requirements, and the Plat (hereinafter collectively

referred to as the "Required Public Storm Sewer and Drainage System Improvements"), in a workmanlike manner.

(2) Prior to the installation of the concrete pavement layer the Village shall, at the Developer's cost, inspect and approve the Required Public and Private Storm Sewer and Drainage System Improvements.

(3) The Developer shall, prior to the Village's televising of the storm sewer and catch basins, conduct cleaning of the storm sewer mains and catch basins, at the Developer's cost.

(4) Following the Village's acceptance of the Public Storm Sewer System Improvements, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable.

(5) The Developer shall be permitted by the Village to leave the grade of each lot pad 18" to 24" below the proposed finish yard grade if all front, side, and rear lot lines and drainage easement areas are brought to the approved design grade shown on the master grading plan, and site topographic elevations are surveyed and verified to be within 0.2' of the approved design grades, to the Village's satisfaction.

(6) The Developer shall install a fountain/aerators in the spring of 2027 in the stormwater pond. The Developer shall be responsible for the ongoing maintenance and repair of the stormwater ponds and aerators/fountains in accordance with the requirements of the Dedicated Stormwater Drainage, Retention Basin, Access and Maintenance Easement more fully described in the Subdivision Easements and Restrictive Covenants, attached as **Exhibit D,** and the Willow Grove Residential Development Declaration of Restrictions and Covenants, attached as **Exhibit E**, (hereinafter referred to collectively as "Easements and Covenants") until and unless said responsibility is transferred to the Association. Thereafter, the Association shall then be responsible for the repair, replacement, and maintenance of the stormwater pond and aerators/fountains as

described above.

(7) The Developer shall ensure that the stormwater basin in the Development is maintained during all stages of grading, construction, and landscaping. Downstream drainage improvements shall be maintained throughout the construction process. The Development shall not cause drainage problems for any other properties. Erosion control silt fence surrounding or otherwise protecting the basin shall be constructed prior to any grading or construction work being conducted on the Property. The erosion control silt fence shall be maintained throughout construction and until the area disturbed is vegetatively stable as determined by the Village.

(8) The Developer shall, prior to the issuance of any building permit or as otherwise required by the Village, execute and record a Stormwater Management Facilities Maintenance Agreement ("Maintenance Agreement") in a form acceptable to the Village.

f. Public Street Trees and Landscaping Improvements.

(1) The Developer shall design, locate, provide, construct and install all Required Public Street Trees and Landscaping Improvements in the Development pursuant to the Construction Plans, the Village Requirements, the Plat, and the Willow Grove Condominium Landscaping Plan (the "Landscaping Plans") (collectively the "Required Public Street Trees and Landscaping Improvements"), in a workmanlike manner. Required Public Street Trees shall be installed in the spring or fall of the year.

(2) Except as specifically provided herein, the Developer shall install the Required Public Street Trees and Landscaping Improvements prior to October 31, 2027, except that the Village Engineer and Developer may mutually agree, upon request by the Developer, to delay the time frame for the installation of the Required Public Street Trees by one year. If the Developer requests such a delay in the time frame for installation of these Required Public Street Trees, the Developer shall

provide a separate financial security for these public improvements and consents and agrees that delay in the time frame for installation of these Required Public Street Trees is at the Developer's request and for the Developer's convenience and that the financial security for installation of these Required Public Street Trees is not subject to limitations on the term of required financial security under Wis. Stat. s. 236.13(2)(am). If the Village Engineer agrees to allow a delay in the timing of the installation, then prior to installation, the Developer shall submit a separate Village Work in the Right-of-way Permit to the Village Engineering Department and obtain the permit prior to installation.

(3) The entrance and cul-de-sac island plantings shall be installed following the completion of the paving of the Required Public Street Improvements in the Development.

(4) The Developer hereby warrants the Required Public Street Trees and Landscaping Improvements for a period of two (2) years after installation (the "Landscaping Warranty") as required by Village Requirements.

Upon the expiration of the Landscaping Warranty, the lot owner (which may still be the Developer) shall assume the responsibility for maintaining the public street trees and landscaping abutting the lot in accordance with the Easements and Covenants. The Condominium Association shall be responsible for the maintenance and/or replacement of the public street trees and landscaping and for the maintenance and replacement of any plantings shown on the Landscaping Plans that abut dedicated public streets, and within the cul-de-sac island in the development.

(5) All disturbed areas shall be suitably prepared, seeded and restored using appropriate measures by the Developer, in a workmanlike manner and in accordance with Village Requirements, as soon as is practical after the ground disturbance is complete and final grade is established. If the initial seeding fails to produce a good cover of

grass, the Developer shall promptly take such steps as are necessary to establish good grass cover by means such as reseeding, hydro-seeding and/or matting.

(6) Installation of Public Street Trees and private landscaping within the property, and all other on-site land vegetation stabilization including sodding or seeding and site stabilization shall be completed as soon as possible following installation of drainage improvements. An as-planted verification letter shall be provided by the Developer's Landscaper that documents that all Public Street Trees and land plantings and private landscape work has been completed in accordance with the Village approved Landscape Plan.

g. Private Utilities

(1) The Developer, at the Developer's expense, shall contract with the appropriate utility companies to have the private utilities and communication-related facilities designed, located, constructed, installed and provided, which are proposed to serve the Development, including electrical power, gas, telephone, and cable TV lines (the "Private Utility Improvements"), in a workmanlike manner and in accordance with the easements depicted on the Plat and the applicable Village Requirements. All Private Utility Improvements shall be installed underground.

(2) The Developer shall execute a contract with the appropriate utility companies for the dedication of utility easements, coordination, construction and installation of all Private Utility Improvements. The Developer shall be responsible for the restoration of all areas disturbed by the utility and communication companies, which have not otherwise been restored by the utility and communication companies. Said restoration shall occur within a reasonable time and not to exceed 60 days after the disturbance.

h. Public Street Light Improvements.

(1) The Developer shall contract with We Energies to install the public

street lights and related electrical distribution system as approved by the Village (hereinafter referred to as "Required Public Street Lights Improvements") in the Development, which are depicted on the We Energies Electricity, Gas, and Street Light Improvements. The costs of the streetlights, related electric distribution, and other installation system costs shall be included in the Financial Security in accordance with the Village Requirements. The Required Public Street Light Improvements shall be installed as provided in the Village's residential light standard requirements, which includes LED Paragon fixtures mounted on 15' black, concrete street light poles. The Required Public Street Light Improvements shall be located in accordance with the approved Public Street Light Plan prepared by We Energies and approved by the Village (the "Public Street Light Plan").

(2) The Developer shall be responsible for the ongoing financial obligations for any We Energies facilities and energy and maintenance costs as further defined in the Easements and Covenants until such time as these obligations are transferred to the Association.

i. Public Street Sign Improvements.

The Village Public Work's Department shall design a plan for and install the Public Street Signs within the Development (hereinafter referred to as the "Public Street Sign Plan"), at the Developer's cost. The purchase and installation costs for the Public Street Sign Improvements shall be included in the Financial Security in accordance with the Village Requirements. Such amount may be subject to increase if additional signage is needed, subsequent to the initial installation to provide additional warnings, direction or information. The Village shall install the Public Street Signs after the completion of the street's asphaltic pavement layer at the direction of the Village Public Works Director.

j. Survey Monuments.

The Developer, at the Developer's cost, shall place and install in the Development all survey monuments required by the applicable Village

Requirements and state law. The installation of such monuments shall be completed, to the satisfaction of the Village, by the Completion Date, or prior to obtaining any building permits for the Development, whichever comes first. The Developer shall promptly notify the Village in writing upon completion of monuments installation.

2. Existing Structures.

The Developer, at the Developer's expense, shall raze any existing underground or above ground structures or foundations within the Development and remove all debris and building materials during or prior to any mass grading or drainage work in the vicinity of such structures. 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. Any farmer's field tiles found during construction shall be properly abandoned and/or be interconnected to the storm sewer system and shall not create a drainage problem for the adjacent landowners.

3. Developer's Obligations not Contingent.

This Agreement and obligations to design, construct, install, provide and complete, and under certain circumstances to repair or replace the Required Public Improvements referenced and provided for in this Agreement, in accordance with the provisions of this Agreement, is not contingent upon the Developer obtaining building permits or commencing construction on any unit in the Development.

4. Contractors and Contracts.

a. Qualified Contractors.

The Developer shall engage for all work on the Required Public Improvements, only contractors and subcontractors who are qualified to perform the work and who have been pre-qualified in accordance with Village Requirements. The Developer agrees that subcontractors constructing or completing public improvements are also subject to Village's pre-qualification requirements.

b. Approval of Contracts.

All Developer contracts relating to the Required Public Improvements may be made subject to approval by the Village Engineer. All such public improvement contracts and all amendments thereto shall be approved by the Village Engineer prior to any labor, materials or services being supplied under such contracts or amendments with respect to the Required Public Improvements provided for in this Agreement. Without limitation, all such contracts shall include appropriate measures to prevent erosion, to keep the construction site and adjacent lands free of litter and debris and to keep the adjacent and nearby roadways clean from mud-tracking.

5. Warranty, Hold Harmless and Indemnification.

a. Required Public Improvements.

The Developer warrants and guarantees that all of the Required Public Improvements designed, constructed, and installed or provided 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, which appear during the Improvement Warranty Period or Landscaping Warranty Period and of which the Developer is notified by the Village in writing. 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, and to the satisfaction of the Village.

Further, the Developer shall indemnify the Village for, and hold the Village harmless from, the cost of any repairs or replacements required by any such installation defects or defective Engineering design, any damage to Village property resulting from any such defects, the costs and expenses of any litigation resulting from any such defects (including the Village's reasonable attorneys' fees and any expert witness fees) and any liability incurred by the Village as a result of any such defects.

b. Environmental.

The Developer represents to the Village, its agents and consultants, that, to

the best of Developer's actual knowledge, as of the Effective Date of this Development Agreement there are no hazardous substances, pollutants or contaminants in quantities that would result in a WDNR or federal agency requirement for remediation ("Contamination") on or in the soil or the groundwater within the Property in the areas where Required Public Improvements will be dedicated to the Village ("Developer's Representation"). Such representation shall survive the execution of or termination of 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. THE DEVELOPER, UPON WRITTEN DEMAND FROM THE VILLAGE, SHALL PROMPTLY INDEMNIFY THE VILLAGE, ITS AGENTS AND CONSULTANTS FOR, AND HOLD THE VILLAGE, ITS AGENTS AND CONSULTANTS HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DAMAGES AND THE COSTS OF ANY LITIGATION RESULTING FROM A CLAIM OF A THIRD PARTY (INCLUDING OTHER PROPERTY OWNERS OR THE WDNR OR A FEDERAL AGENCY), OR FROM ACTUAL COSTS INCURRED BY THE VILLAGE DURING ITS WORK ON THE PROPERTY, RELATED TO MAINTENANCE, REPLACEMENT AND REPAIR OF PUBLIC FACILITIES, ARISING FROM: 1) THE FAILURE OR BREACH OF THE DEVELOPER'S REPRESENTATION; OR 2) THE PRESENCE OF ANY SUCH CONTAMINATION ON THE PROPERTY. THE COSTS INCLUDE, WITHOUT LIMITATION, ANY ACTUAL ATTORNEYS' FEES AND EXPERT WITNESS FEES RELATED THERETO.

c. General.

(1) THE DEVELOPER WILL INDEMNIFY AND HOLD HARMLESS THE VILLAGE, ITS GOVERNING BODY MEMBERS, OFFICERS, AGENTS, INCLUDING THE INDEPENDNT CONTRACTORS, CONSULTANTS AND LEGAL COUNSEL, SERVANTS AND EMPLOYEES THEREOF (HEREINAFTER, FOR PURPOSES OF THIS SECTION COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO OTHER PROPERTY OWNERS, THE WDNR, OR OTHER GOVERNMENTAL AUTHORITY (TOGETHER, "THIRD PARTY")) CLAIM, DEMAND, SUIT, LOSS OR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY

PERSON ARISING OUT OF OR RESULTING FROM ANY BREACH OF ANY WARRANTY, COVENANT OR AGREEMENT OF THE DEVELOPER OR ANY FAILURE OF DEVELOPER TO COMPLY WITH ANY STATUTE, LAW, ORDINANCE OR OTHER LEGAL REQUIREMENT UNDER THIS DEVELOPMENT AGREEMENT.

(2) THE DEVELOPER WILL PROTECT AND DEFEND THE INDEMNIFIED PARTIES FROM ANY THIRD PARTY CLAIM, DEMAND, SUIT, ACTION OR OTHER THIRD PARTY PROCEEDINGS 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 DEVELOPER'S ACQUISITION, CONSTRUCTION, INSTALLATION, OWNERSHIP AND OPERATION OF THE DEVELOPMENT PROJECT AND THE PROPERTY.

(3) THE PROVISIONS ABOVE (1 AND 2) SHALL APPLY NOTWITHSTANDING THE FACT THAT CLAIMS OF NEGLIGENCE AGAINST (OR SUITS, ACTIONS OR PROCEEDINGS ALLEGING NEGLIGENCE BY) THE INDEMNIFIED PARTIES ARE MADE OR DAMAGES OR LOSSES ARE FOUND BY A COURT OR ARBITRATOR TO HAVE BEEN CAUSED BY NEGLIGENCE OF THE INEDEMNIFIED PARTIES. HOWEVER, THE PROVISIONS ABOVE (1 AND 2) SHALL NOT APPLY IF WILLFUL ACTS OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTIES ARE FOUND BY A COURT OR ARIBTRATOR TO HAVE CAUSED THE LOSS OR DAMANGES FROM WHICH THE INDEMNIFIED PARTIES ARE SEEKING TO BE INDEMNIFIED.

6. Financial Security.

a. The Developer shall deliver to the Village Treasurer, as a condition of the Village Board's approval of this Agreement, a form of financial security pursuant to s. 395.17 of the Village Ordinances (a "Financial Security") for the Required Public Improvements associated with the Development (plus

required 20% contingency) as identified on **Exhibit F** (the "Cost Breakdown Analysis"). the Village shall be entitled to draw upon the Financial Security if the Developer fails to discharge its obligations under s. 395.17 and this Agreement. The amount of any draw by the Village upon the Financial Assurance shall be based upon the Village's reasonable estimate of the cost of the goods or services to be purchased or supplied. If a delay in the time frame for construction of the installation of street trees in the Development is approved by the Village, a separate financial security for the costs of installation shall be provided pursuant to Section 1.b.(2) and 1.f. of this Agreement.

b. Notwithstanding s. 395.17 B.(4) of the Village Ordinances, if a Letter of Credit is provided as Financial Security, the Letter of Credit shall be for a term of not less than one (1) year from and after the date of the issuance of the Letter of Credit. The Village may draw under a Letter of Credit if Developer fails to provide a replacement Letter of Credit as required herein. The Developer shall deliver to the Village no later than sixty (60) days prior to the expiration of a Letter of Credit, a replacement Letter of Credit in the same form as the expiring Letter of Credit, which shall expire no less than one (1) year after the effective date of such replacement Letter of Credit. A Letter of Credit or replacement Letter of Credit shall be in place at all times until the Public Infrastructure Improvements have been completed and accepted by the Village and the warranty period for such improvements expires. All Letters of Credit and replacement Letters of Credit shall require the issuing entity to notify the Village of pending expiration no less than 60 days prior to expiration. For purposes of this Agreement, all references to a "Letter of Credit" shall be deemed to include any amended Letter of Credit or any replacement Letter of Credit.

c. A copy of the financial security instrument(s) is attached to this Agreement as **Exhibit G**.

d. The Developer may request reductions in the remaining balance of the Financial Security pursuant to s. 395.17 of the Village Ordinances.

7. Dedications of Land or Interests in Land

a. The Developer shall grant all of the required easements to the Village on the Final Condominium Plat, Easements and Covenants, or other documents as may be needed.

b. The Developer shall grant the dedications of land or interests in land provided for in this Agreement free of charge to the Village or to other specified grantees (e.g. to We Energies, AT & T and Spectrum/Time Warner Cable, Inc.), and shall be free and clear of any liens or encumbrances except as are provided for in this Agreement.

8. Title Insurance and Lien Waivers.

a. Dedications of Land or Interests in Land.

The Developer shall provide to the Village, as a condition of the Village Board's approval of this Agreement, a Commitment of Title Insurance **(Exhibit H)**, in the amount of the total estimated value of the property interests to be dedicated to the Village. A title commitment shall be issued by an insurer satisfactory to the Village, in a form satisfactory to the Village within seven (7) days of the execution and recording of the Plat.

9. Ownership Representation and Warranty.

a. Land.

The Developer represents and warrants to the Village that it is the sole fee simple owner of the Development and that it is lawfully seized and possessed of the Development, at the time this Agreement is entered into, at the time the Memorandum of Development Agreement is recorded, and at the time any dedications of land or interests of land required by this Agreement, to be made, are made and recorded. Subject to those matters shown on the Title Commitment and approved by the Village, the Developer also represents and warrants to the Village that there will be no liens or encumbrances on or affecting any of the land or interests in land required to be dedicated to the Village by this Agreement at any of the times specified above, other than

mortgage (required to be recorded after this Agreement) provided by a lender for financing the purchase and improvement of the Development, or provided for elsewhere in this Agreement or as approved in writing by the Village. These representations and warranties shall survive the termination of this Agreement.

10. Property Documents.

a. The Developer shall record, immediately upon approval of the Plat, the Subdivision Easements and Restrictive Covenants **(Exhibit D)** and the Willow Grove Condominium Development Declaration of Restrictions and Covenants (**Exhibit E**). The Developer and the Association may not amend these documents without written approval from the Village. Such approval shall not be unreasonably withheld.

b. The Village shall have the right, but not the obligation, to enforce the terms of the Willow Grove Condominium Development Declaration of Restrictions and Covenants.

c. The Developer shall promptly put into effect the By-Laws of the Association as set forth in **Exhibit I.**

d. The Developer shall file with the State of Wisconsin, prior to or immediately upon approval of the Plat, the Articles of Incorporation for the creation of the Association, attached to this Agreement as **Exhibit J.**

11. Miscellaneous Fees.

a. Cash Payments.

Prior to recording the Plat, a closing shall be held with Village Staff, 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 this Agreement, all fees identified in the "Cash Payments" section of the Cost Breakdown Analysis **(Exhibit F)**.

c. Planning and Engineering Billable Time Review, Attorneys Fees, and

Inspection Fees.

The Developer shall pay all billed costs for time, fees, and other costs for planning and engineering activities, reviews, inspections, legal services and administrative services related to the Development. The Village shall provide the Developer with invoices which are due and payable to the Village specifying the work done and the charges for such work. Such invoices shall be paid as a condition of Plat approval and throughout the duration of the development, construction, and inspection process.

12. Other Fees.

a. Impact Fees.
The Building permit applicant shall pay impact fees to the Village pursuant to Village Ordinances, at the then-current rate, as a condition of and prior to the issuance of any building permits.

b. Connection Fees.
The Building permit applicant shall pay municipal sanitary sewer connection fees (if required by Village Ordinance), at the then-current rates, as a condition of and prior to any connection made to the municipal sanitary sewer system.

13. Payment of Taxes and Special Assessments.

The Developer, in accordance with the Title Report and Village tax records, shall verify that all outstanding real estate taxes and special assessments on the Development Property have been paid in full prior to Village's signatures on the Plat.

14. Commencement of Construction.

The Developer shall not commence construction of the Required Public Improvements until after this Agreement has been approved by the Village Board, the Developer has satisfied all conditions attached to such approval, a preconstruction meeting is held, and the Developer has received written authorization from the Village to commence construction.

15. Erosion Control.

a. The Developer shall prepare and submit a Village erosion control permit application, including the application and fee, and the WI DNR Notice of Intent for the Development.

16. Cleanup/Restricted Access.

a. The Developer shall keep the Development and adjacent lands 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 debris from the Development. Tree trunks or other organic matter shall not be backfilled on the Development.

b. Mud tracking onto Village streets caused by construction within the Development shall be continuously removed by street cleaning (not flushed) by the Developer or contractor/homebuilder, at the Developer's or contractor's/homebuilder's expense. The Village shall notify the Developer or its contractor or any homebuilder in the event a complaint is received regarding mud or stone tracked onto Village streets. The street sweeping funds (as provided in the list of Cash Payments) deposited by the Developer will be utilized by the Village for cleaning the mud or stone tracked roads if the Developer fails to clean and maintain the public roads to the Village's satisfaction upon receiving reasonable notice from the Village.

17. Entrance Sign.

No temporary or permanent monument entrance sign or residential development sign shall be installed or erected in the Development unless the Village has issued a sign permit for such sign and its location.

18. Right of Entry.

Village officials and their designees shall have the right to enter upon the Development property at all reasonable times, without notice, to inspect the status, progress and quality of the work on the Required Public Improvements and any related materials,

goods, or equipment.

19. Mailboxes.

The Developer shall provide a plan for location and type of mailboxes in the Development to the Village for review and approval prior to submittal to the United States Postal Service.

20. Articles of Organization/Ownership and Operating Documents.

Prior to execution of this Agreement, the Developer shall provide a true, correct, and complete copy of the Articles of Organization and Operating Documents for Village review and approval.

21. Remedies of the Village.

a. Subject to Section 23 of this Agreement, upon breach of this Agreement by Developer the Village may pursue any and all remedies that may be available in law or in equity.

b. Subject to Section 23 of this Agreement, the Village may 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 Financial Assurance provided by the Developer.

22. Remedies of the Developer.

a. Subject to Section 23 of this Agreement, upon breach of this Agreement by the Village the Developer may pursue any and all remedies that may be available in law or in equity. No breach of this Agreement by the Village shall be deemed to justify or excuse a failure or refusal by the Developer to provide, construct, install, complete, repair or replace the Required Public Improvements, in accordance with the requirements of this Agreement, unless such a breach renders performance by the Developer impossible.

23. Notice of Breach and Curative Activity.

a. If a party believes that the other party has breached its obligations under this Agreement, such party shall promptly provide notice to the other of the specific nature of the breach. If the Village reasonably believes that a breach poses an imminent threat to the public health or safety, the notice of breach shall so state.

b. The breaching party shall have twenty (20) days from the effective date of the notice of breach to cure the breach; provided, however, that curative activity shall be completed as soon as practical, and further provided that if curative activity is timely commenced and thereafter continuously and diligently pursued, the curing party shall have a reasonable period of time under the circumstances to complete its curative activity.

c. Whenever a perceived breach of this Agreement is reasonably 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.

d. Notwithstanding any other language in this Agreement to the contrary, if the Village reasonably believes in good faith that commencement of a legal action, or the making of a draw upon the Developer's Financial Assurance, 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 immediately required to protect the public health or safety, the Village may proceed to do so.

24. Notices.

a. Unless otherwise stated herein, all notices given or required 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 personally, sent by prepaid United States Postal Service certified mail with return receipt requested, or by electronic mail with receipt

confirmed, to all parties as follows:

To Village:
Village of Pleasant Prairie, Village Hall
Attn: Community Development Director
9915 39th Avenue
Pleasant Prairie, WI 53158
(262) 694-6717
communitydevelopment@pleasantprairiewi.gov

To Developer:
Willow Grove Condos, LLC
Attn: Dustin Harpe
8501 75th St, Suite H
Kenosha, WI 53142

Parties to this Agreement shall give fifteen (15) days' written notice of any change of mailing address, telephone, or electronic mail address. Failure to provide said notice may constitute a default by the party. Any such change-of-address notice to which notices may be sent shall state on its face, in capital letters, "THIS LETTER AMENDS THE NOTICE PROVISION OF SECTION 25 OF THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND ARBOR ESTATES GROUP LLC, THIS LETTER SHOULD BE FILED WITH SUCH AGREEMENT."

25. 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.

26. Amendment of Agreement.

No amendment to this Agreement shall be effective or enforceable unless it is in writing and approved by the Village Board and signed by both parties.

27. 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 this Agreement, and the balance of this Agreement shall survive.

28. Binding Agreement; Assignment.

This Agreement shall be binding upon the parties and their successors, assigns and heirs; provided however, that any assignment of any part of this Agreement or the Property 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. Any assignment of this Agreement will require the assignee to accept all obligations related to the portions of this Agreement sought to be assigned.

29. Good Faith and Fair Dealing.

The parties shall deal with one another fairly and in good faith.

30. Memorandum of Development Agreement.

Simultaneously with the signing of this Agreement, as a condition of the Village Board's final approval of this Agreement, the Developer and the Village shall execute a Memorandum of Development Agreement and record same, at Developer's cost, in the office of the Kenosha County Register of Deeds.

31. Village Board Conditions of Approval.

This Development shall follow the Conditions of Approval as granted by the Village Board of Trustees at its _____, 2026 meeting and the staff memorandum which provides context and understanding of Village's intent in regard to the Conditions of Approval.

32. Entire Agreement.

This Agreement is the entire agreement of the parties with respect to the matters herein contained. All prior agreements, commitments, promises, offers, representations, and statements made by or on behalf of the parties with respect to the subject matter in this Agreement are hereby replaced by this Agreement.

33. No Rule of Construction Against 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.

34. Governing Law.

The law of the State of Wisconsin shall govern all issues relating to this Agreement.

35. Effective Date.

This Agreement shall be effective the date written below upon both parties signing this Agreement. It is understood and agreed that certification of the Village Board's final approval of the Agreement shall not occur until and unless all conditions to such approval are satisfied within the time specified by the Village Board. It is further understood and agreed that if all such conditions are not timely satisfied, the Village Board's final approval shall be automatically suspended pending further action by the Village Board.

Signatures are on the next pages.

IN WITNESS WHEREOF, the Developer and the Village have caused this Agreement to be signed and dated as of this _____ day of _____, 202__.

By:_____
Name: Title:

STATE OF Wisconsin)
)SS
COUNTY OF)

Personally came before me this _____ day of _____, 202__, the above named to me known to be the of, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

_____
Notary Public, State of Wisconsin
My commission expires: _____

Additional Signatures on Next Page

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

By: _____
Name: David J. Klimisch
Title: Village President

ATTEST:

_____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
) SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, WI on _____ _____, 202__ by David J. Klimisch and Jane C. Snell, as the duly authorized Village President and Village Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin Municipal Corporation.

_____
Signature of Notary Public

_____
Typed or Printed Name of Notary Public

Notary Public: Kenosha County, State of Wisconsin
My Commission expires: _____

This document drafted by:
Robert Hanson
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

CERTIFIED SURVEY MAP NO. _____

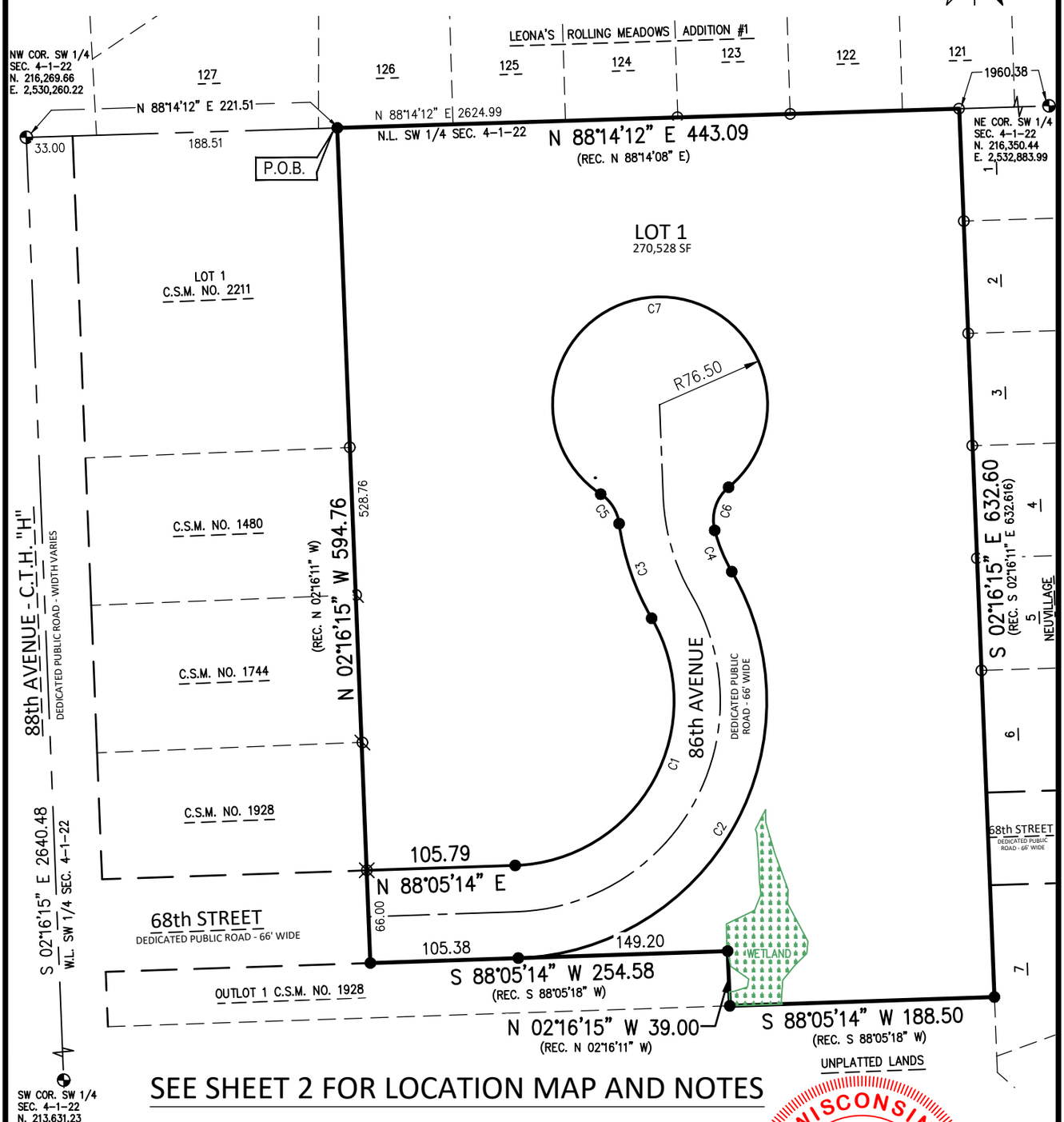
RECORDING DATA

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

VOPP ENG REVIEW
PLAN MARK UP
MAY 20, 2026

100' 0' 100

SCALE 1"=100'



SEE SHEET 2 FOR LOCATION MAP AND NOTES

NOTE:

WETLANDS DELINEATED BY ERIC C. PARKER
OF HEARTLAND ECOLOGICAL GROUP, INC.
ON APRIL 25, 2025

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

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

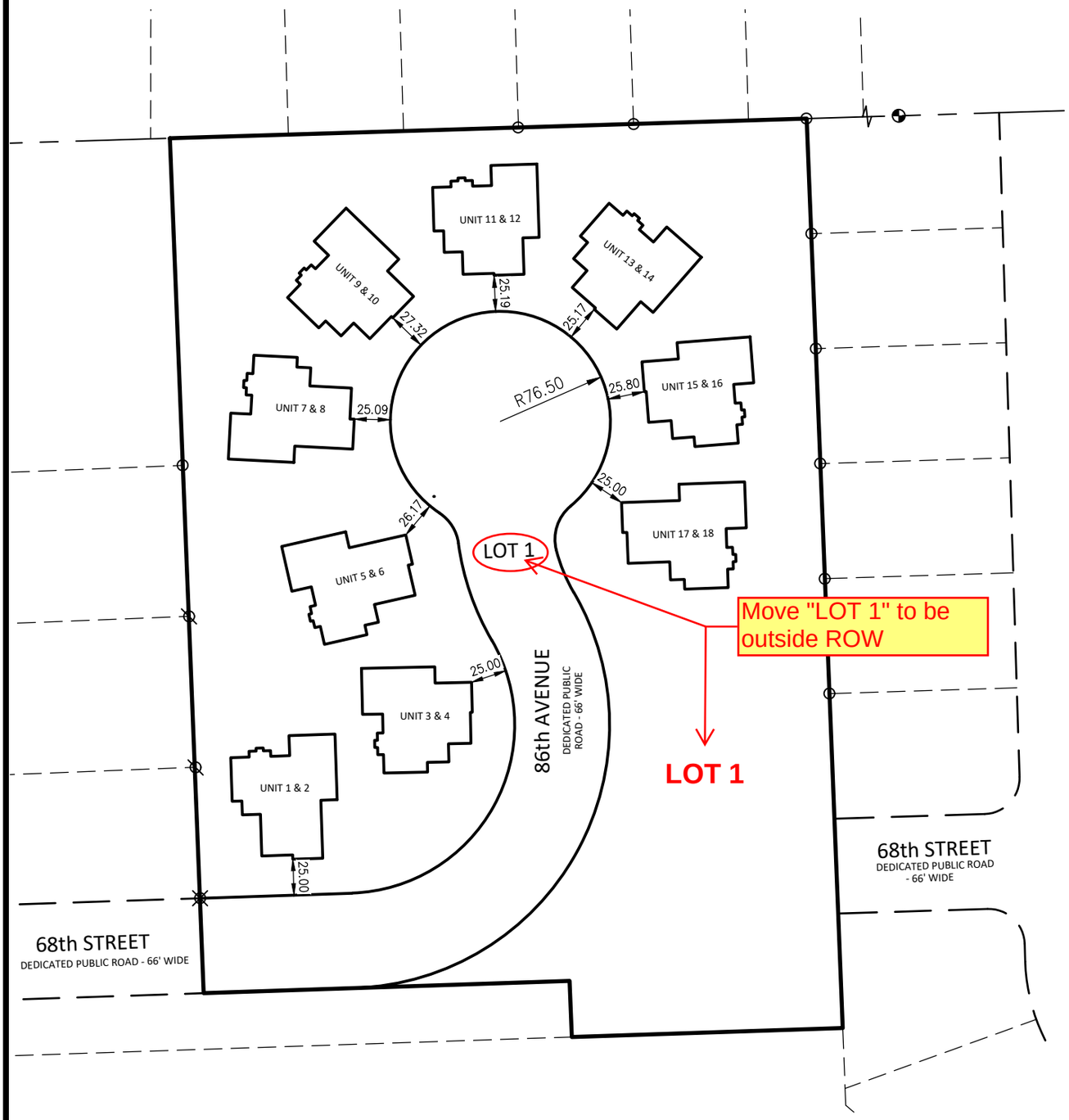
This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 1 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

86TH AVENUE PUBLIC ROADWAY SETBACK EXHIBIT



WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

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

This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 4 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

just lot 1

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (F)

Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Wetland Preservation and Protection, Access and Maintenance Easement areas is hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. The Lots 1 and 2 Owners are hereby obligated to undertake wetland conservancy - preservation, protection, and maintenance of the designated wetland areas on their respective lots. Unless the Village exercises the rights granted to it pursuant to these Easements, the Village shall have no obligation to do anything related to its rights under these Easements.

this

revise...base legal of this CSM

Part of Lot 2 of Certified Survey Map 2211 as recorded in the office of the Register of Deeds of Kenosha County, Wisconsin, a recorded plat in the Northwest 1/4 of the Southwest 1/4 of Section 4 Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at the Westerly Southeast corner of said Lot 2; run thence N02°16'15"W, 9.95 feet along the Southerly line of said Lot 2, thence N83°14'44"E, 3.45 feet; thence N72°36'28"E, 9.96 feet; thence N09°07'26"E, 5.89 feet, thence N54°59'53"W, 15.64 feet; thence N12°01'42"W, 10.49 feet to the Southerly line of said Lot 2; thence N02°14'23"W, 0.60 feet along said Southerly line; thence S88°17'28"W, 0.08 feet along said Southerly line; thence N11°53'46"W, 2.35 feet; thence N01°16'01"W, 17.06 feet; thence N64°17'51"E, 22.28 feet; thence N21°57'33"E, 12.11 feet; thence N05°48'17"W, 10.65 feet; thence N01°53'54"W, 11.75 feet; thence N03°49'46"W, 21.25 feet; thence N20°34'09"W, 3.01 feet; thence N27°12'17"E, 15.74 feet; thence S01°49'11"E, 9.19 feet; thence S16°19'48"E, 23.02 feet; thence S19°53'23"E, 27.33 feet; thence S01°27'32"W, 9.83 feet; thence S28°07'56"E, 30.57 feet; thence S05°35'10"W, 8.54 feet; thence S45°04'57"W, 11.87 feet; thence S39°18'36"W, 13.82 feet, thence S03°37'23"W, 15.15 feet; thence S19°19'29"E, 1.98 feet to the Southerly line of said Lot 2; thence S88°05'14"W, 37.32 feet along said Southerly line to the point of beginning. Containing 3,862 s.f. or 0.089 acres.

ADD RESTRICTIVE COVENANTS

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

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

This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 7 OF 9 SHEETS

Final Plat Application

Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262.925.6717
Email: communitydevelopment@plprairie.com

GENERAL INFORMATION

Development Name: Willow Grove Condominium		☐	Subdivision Plat
Property Location/Address: 88th Avenue & 68th Street	Abutting roadways: 68th Street	☑	Condominium Plat
Tax Parcel Number(s): 92-4-122-043-0200			
# of Lots: 1	# of Outlots: 0	Proposed Start Date: 7-27-2026	
Current Zoning District(s): R-4 (UHO)		Proposed Zoning District(s): R-8 (PUD) & C-1	

SITE INFORMATION

sq. ft.		Gross site area (acres)	6.21
270,527	Gross site area		
50,201	Right-of-way to be dedicated	sq. ft.	
3,860	Wetland area to remain	4,055	Wetland area to be filled
N/A	Floodplain area to remain	N/A	Floodplain area to be filled
N/A	Other environmental areas to remain	N/A	Other environmental areas to be filled
216,466	Net residential area (gross area minus right-of-way, wetland, floodplain and other environmental areas to remain)		

MINIMUM SUBMITTAL REQUIREMENTS (provide 3 full size plan sets and a pdf of all documents)

☑	Final Plat	☑	Ownership and Operating Documents
☑	Engineering Plans, Profiles & Specifications	☑	Declarations, Restrictive Covenants, Conditions and Easements and By-Laws
☑	Landscape Plans	☐	Articles of Incorporation for Homeowners Assoc.
☐	We Energies Street Lighting Plans and Gas & Electric Distribution Plans	☐	Contracts, Performance & Payment Bonds & Certificates of Insurance
☑	12 Additional full-size plats shall be submitted for Village to transmit to reviewing and objecting agencies. **Applicant is responsible for sending the Final Plat and required application and review fee to the State.**		

REQUIRED SIGNATURES

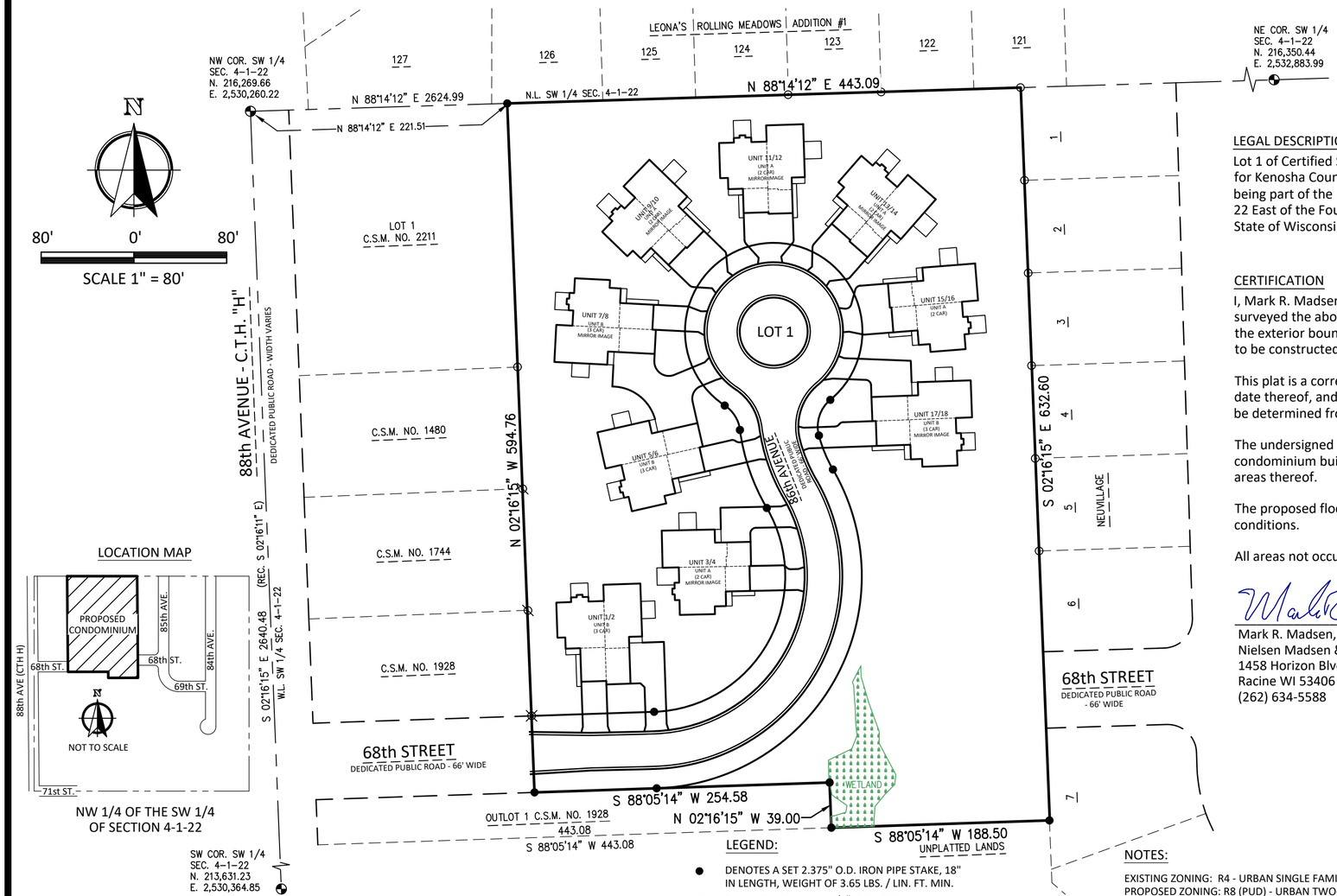
I hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER	APPLICANT
Print Owners Name: Willow Grove Condos LLC	Company Name: Willow Grove Condos LLC
Print Name of Signatory: Dustin Harpe	Print Name of Signatory: Dustin Harpe
Signature: DocuSigned by: [redacted]	Signature: DocuSigned by: [redacted]
Mailing Address: 8361 75th St, Suite H	Mailing Address: 1456 Horizon Blvd, Suite 200
City/State/ZIP: Kenosha, WI 53142	City/State/ZIP: Racine, WI 53406
[redacted]	
Date: April 16, 2026	Date: April 16, 2026

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

SITE SURVEY / BUILDING EXTERIOR



LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. _____ , as recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on _____ __, 2026 as Document No. _____, being part of the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin. Excepting therefrom lands dedicated to public roadway purposes.

CERTIFICATION

I, Mark R. Madsen, Wisconsin 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 building and improvements constructed or to be constructed upon the property.

This plat is a correct representation of the Willow Grove Condominium as proposed at the date thereof, 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 approximate dimensions and floor areas thereof.

The proposed floor plans, provided by Willow Grove Condos LLC, do not represent as-built conditions.

All areas not occupied by units or limited common elements are common elements.

Mark R. Madsen, S-2271 April 6, 2026
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd, Suite 200,
Racine WI 53406
(262) 634-5588

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

LEGEND:

- DENOTES A SET 2.375" O.D. IRON PIPE STAKE, 18" IN LENGTH, WEIGHT OF 3.65 LBS. / LIN. FT. MIN.
- DENOTES A FOUND 1-1/4" IRON PIPE
- DENOTES A FOUND 1" IRON PIPE
- DENOTES A FOUND ANGLE IRON
- DENOTES A FOUND CONCRETE MONUMENT WITH BRASS CAP

NOTE:

WETLANDS DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL GROUP, INC. ON APRIL 25, 2025

NOTES:

EXISTING ZONING: R4 - URBAN SINGLE FAMILY (UHO)
PROPOSED ZONING: R8 (PUD) - URBAN TWO-FAMILY RESIDENTIAL DISTRICT

BEARING BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1983 / 2011. THE NORTH LINE OF THE SW 1/4 SEC. 4-1-22 IS ASSUMED TO BEAR N 88°14'12" E.

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

Drafted on April 6, 2026

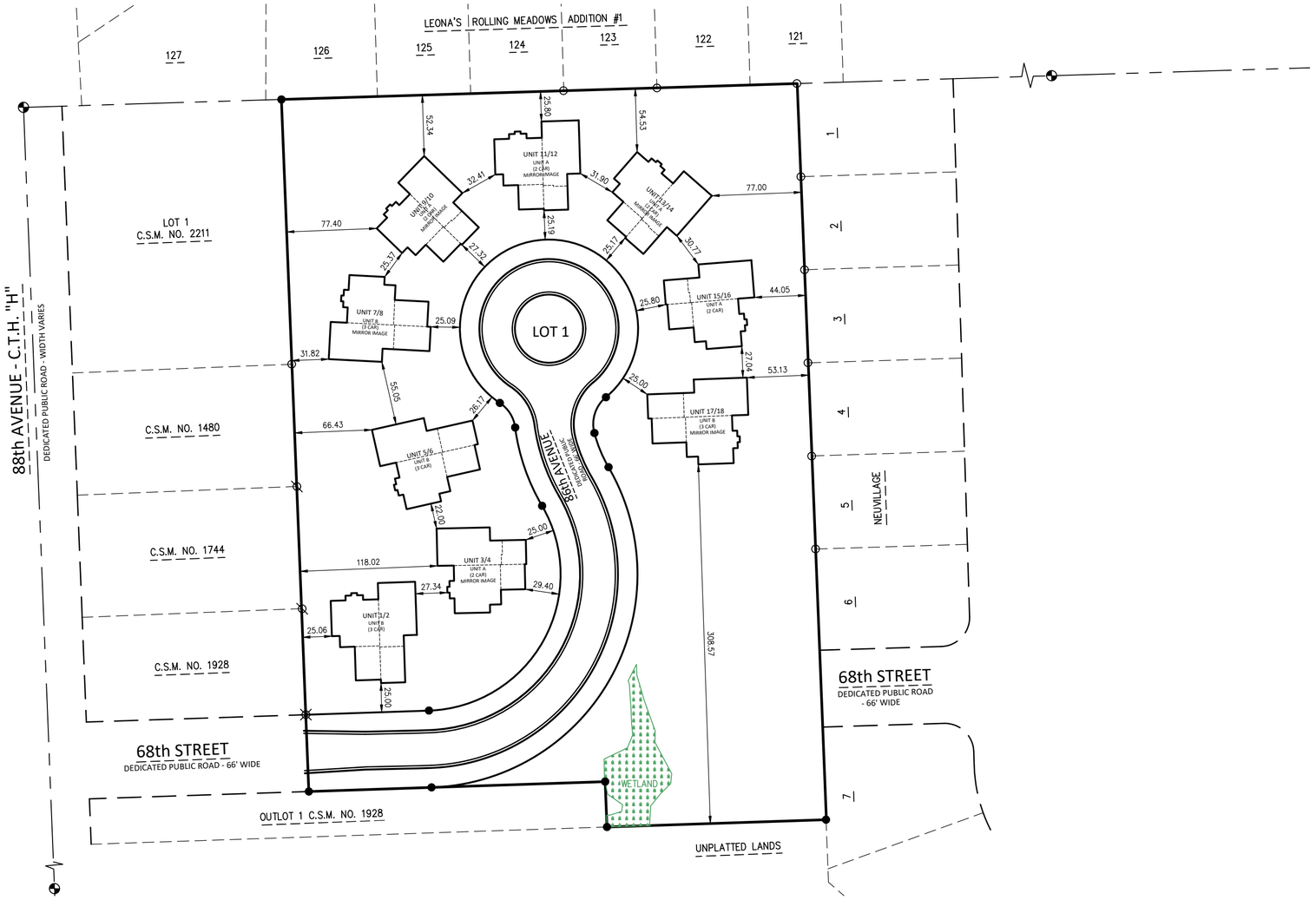
SHEET 1 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

SITE SURVEY / BUILDING EXTERIOR



N

80' 0' 80'

SCALE 1" = 80'

Nielsen Madsen + Barber
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WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

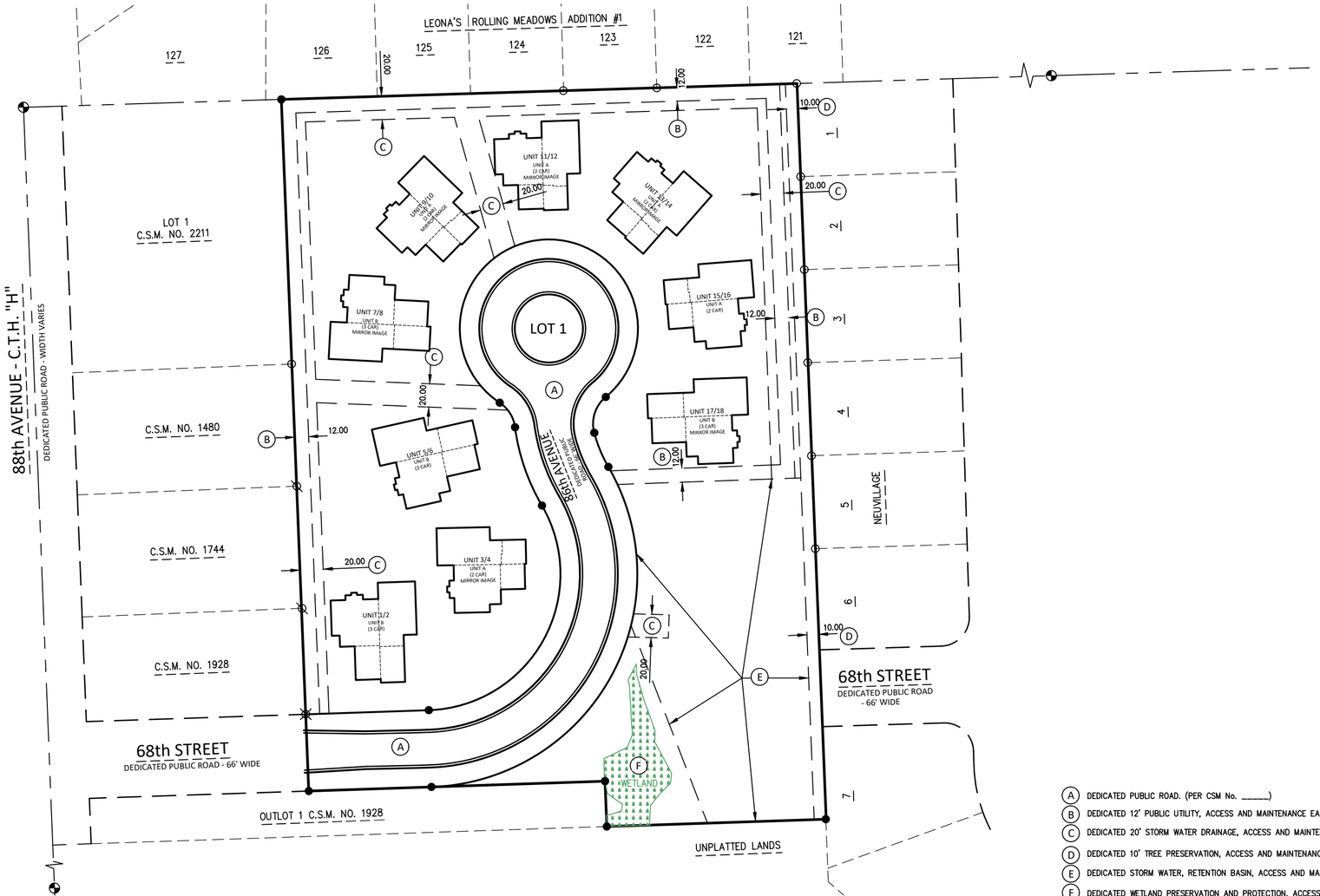
Drafted on April 6, 2026

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

EXISTING EASEMENTS



N

80' 0' 80'

SCALE 1" = 80'

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

Mark R. Madsen

(A) DEDICATED PUBLIC ROAD. (PER CSM No. _____)

(B) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT. (PER CSM No. _____)

(C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM No. _____)

(D) DEDICATED 10' TREE PRESERVATION, ACCESS AND MAINTENANCE EASEMENT. (PER CSM No. _____)

(E) DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT. (PER CSM No. _____)

(F) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT. (PER CSM No. _____)

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

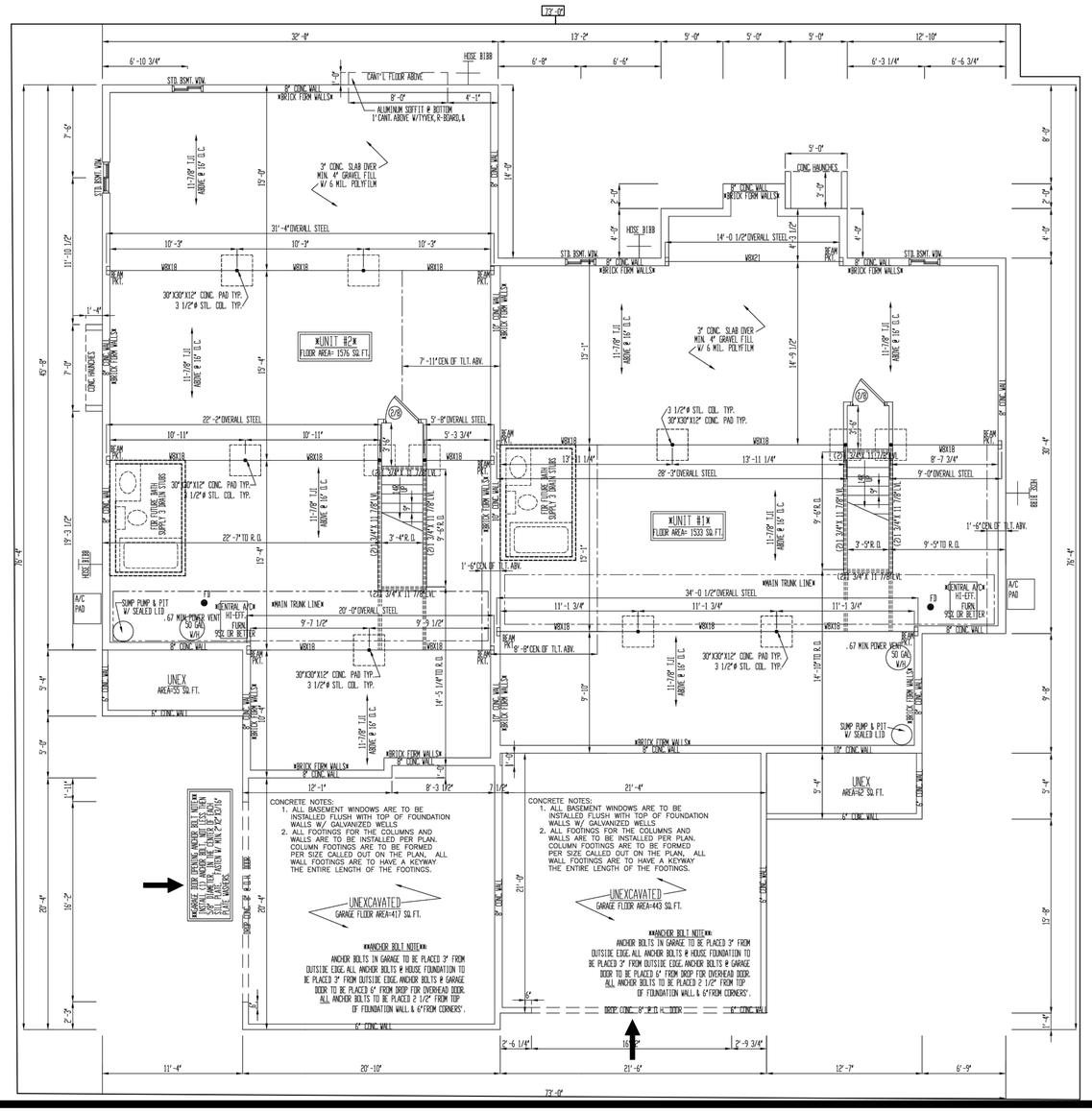
Drafted on April 6, 2026

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

2 UNIT BUILDING "TYPE-A" (UNITS 3/4, 9/10, 11/12, 13/14 AND 15/16)



Nielsen Madsen + Barber
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WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

NOTE:
GARAGE DOORS FOR UNITS 9/10, 11/12, 13/14 AND 15/16 ARE FRONT FACING.

FOUNDATION PLAN

Drafted on April 6, 2026

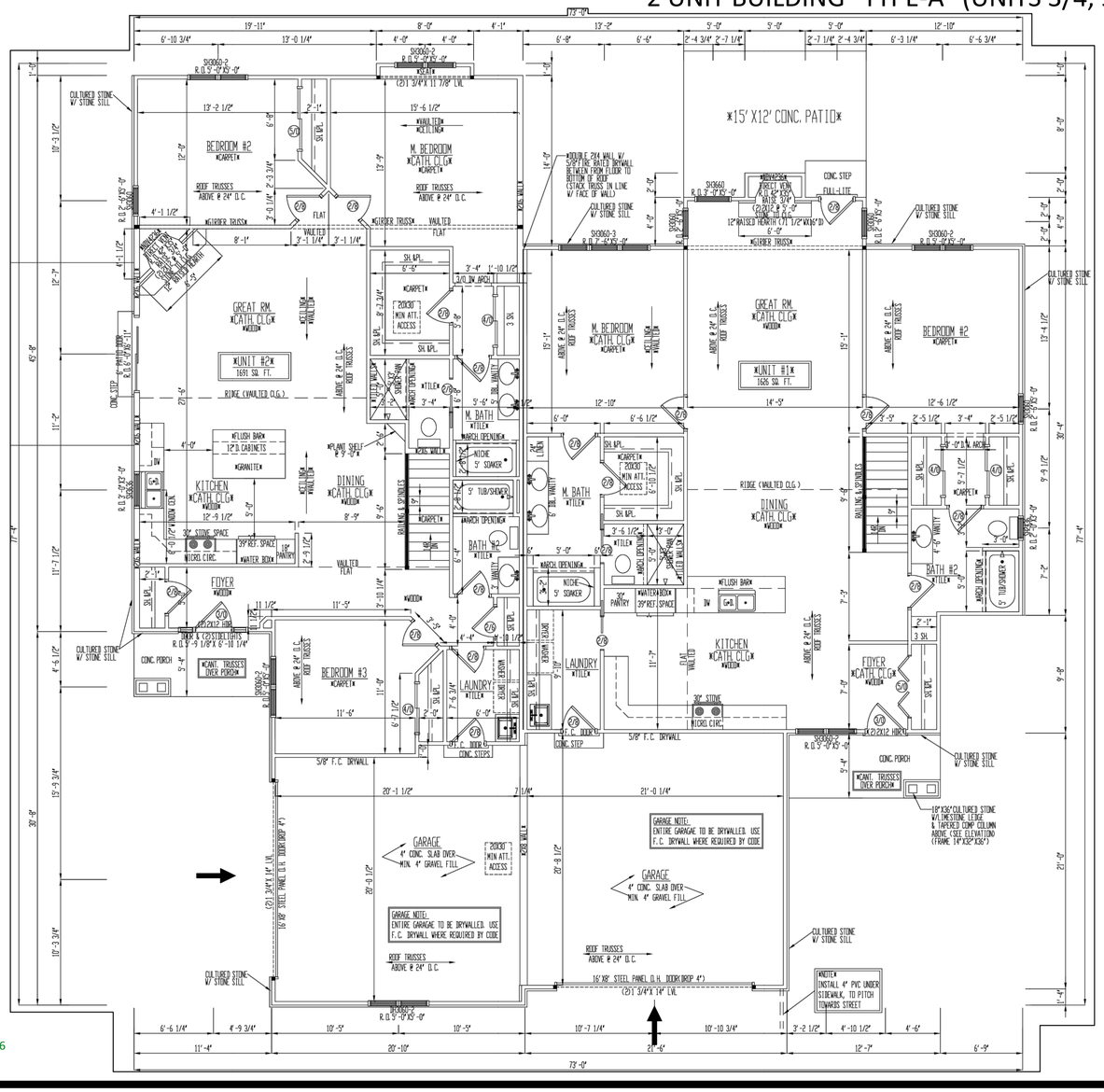
SHEET 4 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

2 UNIT BUILDING "TYPE-A" (UNITS 3/4, 9/10, 11/12, 13/14 AND 15/16)



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NOTE:
GARAGE DOORS FOR UNITS 9/10, 11/12, 13/14 AND 15/16 ARE FRONT FACING.

1ST FLOOR PLAN

Drafted on April 6, 2026

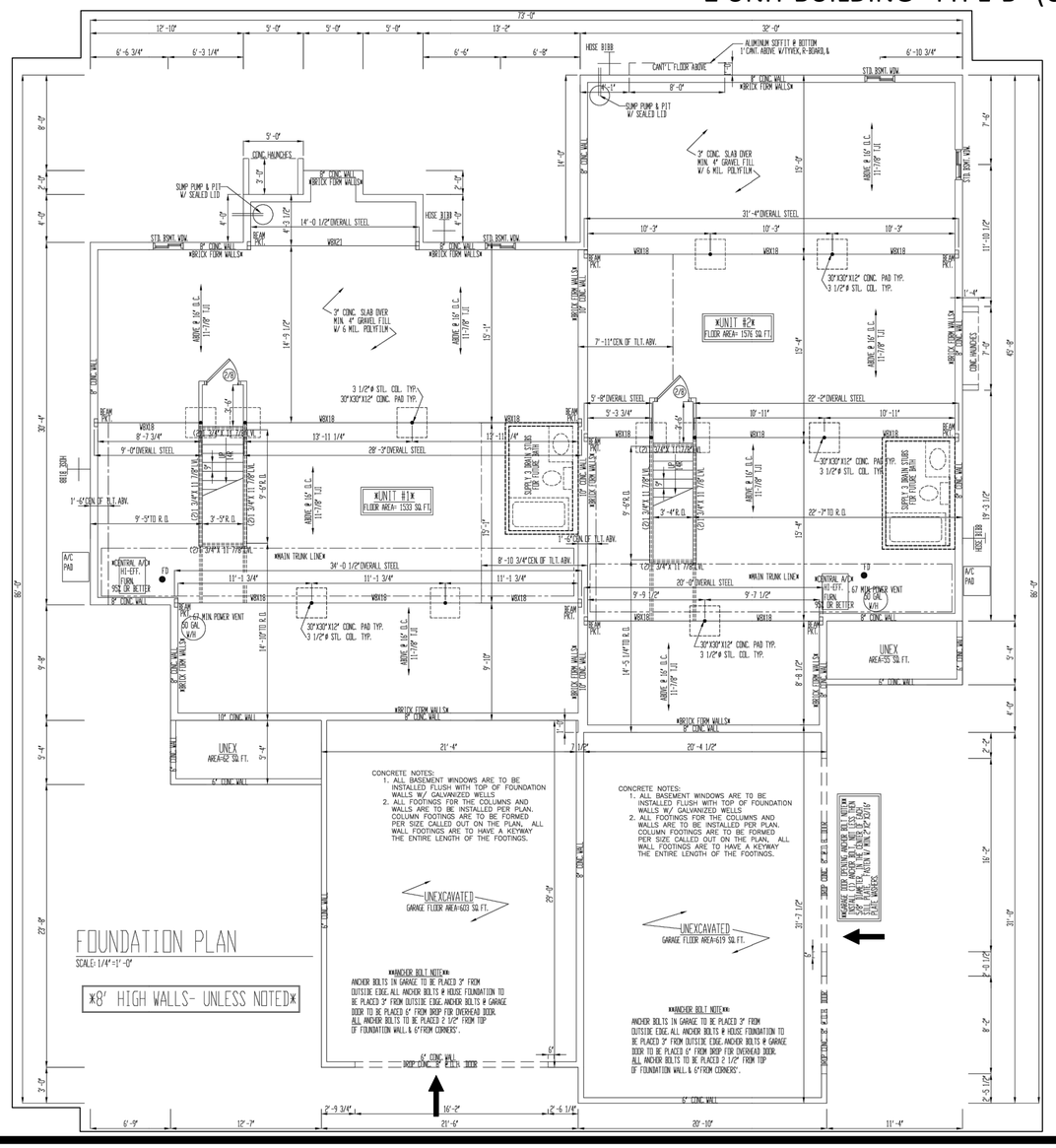
SHEET 5 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

2 UNIT BUILDING "TYPE-B" (UNITS 1/2, 5/6, 7/8 AND 17/18)



FOUNDATION PLAN

SCALE: 1/4"=1'-0"

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LAND SURVEYOR

Mark Madsen

FOUNDATION PLAN

Drafted on April 6, 2026

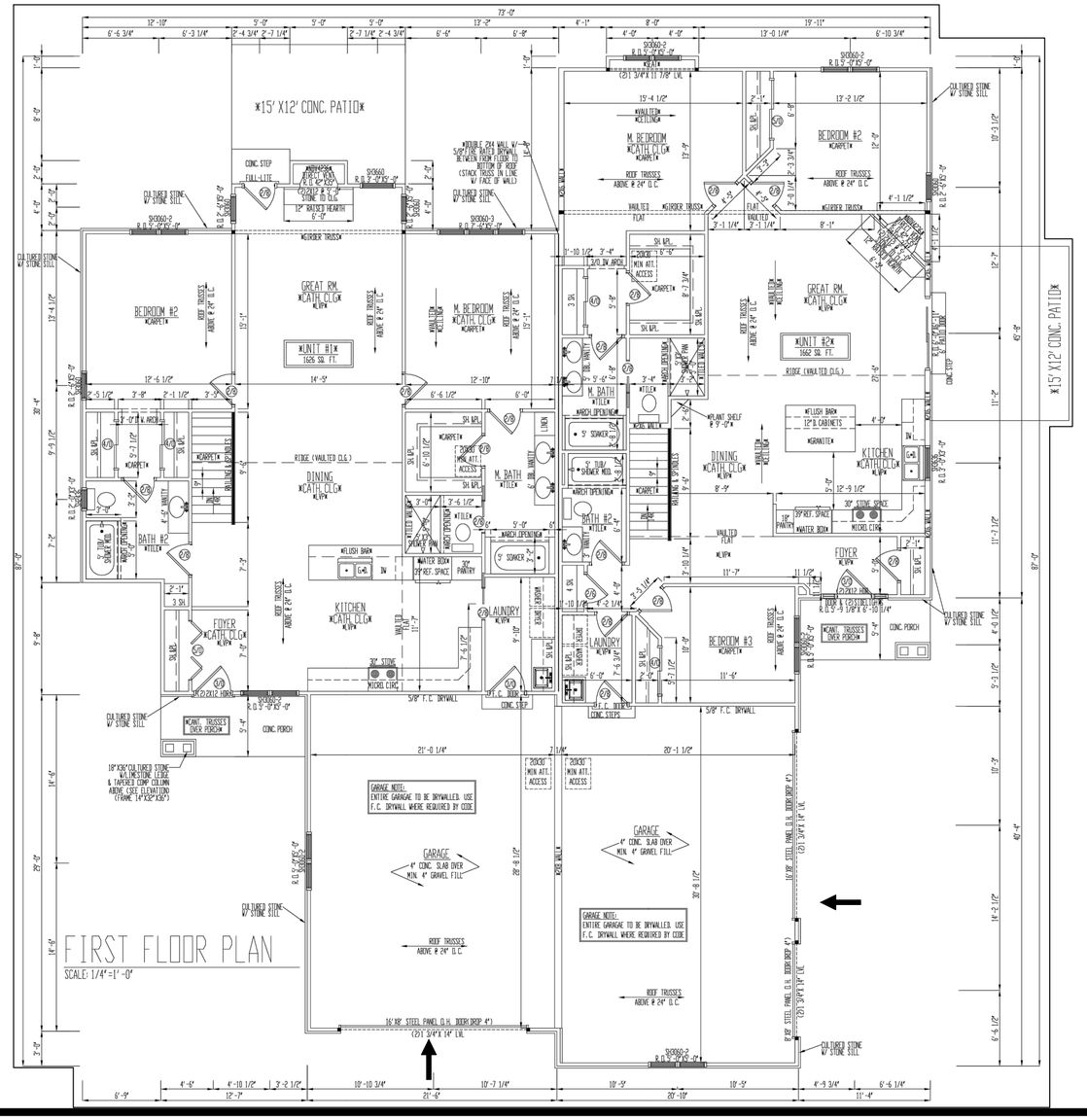
SHEET 6 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

2 UNIT BUILDING "TYPE-B" (UNITS 1/2, 5/6, 7/8 AND 17/18)



FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

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1ST FLOOR PLAN

Drafted on April 6, 2026

SHEET 7 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

SIGNATURES

OWNER'S CERTIFICATE

As an Agent of Willow Grove Condos LLC, Owner, I hereby certify that we have caused the land described on this map to be surveyed, divided and mapped as represented on this Plat. We also do further certify that this Plat is required to be submitted to the following for approval or objection: The Village of Pleasant Prairie.

Dated on this _____ day of _____ , 2026.

_____
Agent

STATE OF WISCONSIN

COUNTY OF KENOSHA } S.S.

Personally came before me this _____ day of _____ , 2026, _____ _____,
Agent of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature: _____

Print Name: _____

Notary Public, _____, Wisconsin

My Commission Expires: _____

SEAL

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this ____ day of _____, 2026.

_____
Michael R. Pollocoff, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this ____ day of_____, 2026.

_____ _____ Attest: _____
David J. Klimisch, Village President Jane C. Snell, Village Clerk

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Drafted on April 6, 2026

2018.0328.01

Certified Survey Map Application

Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262.925.6717
Email: communitydevelopment@pleasantprairiewi.gov

GENERAL INFORMATION

Property Location/Address: 88th Avenue & 68th Street		
Tax Parcel Number(s): 92-4-122-043-0200		
Number of Lots: 1	Number of Outlots: 0	Abutting roadway: 68th Street
Current Zoning District(s): R-4 (UHO)		Proposed Zoning District(s): R-8 (PUD) & C-1

SITE INFORMATION (select all that apply)

☑	Municipal sanitary sewer is available to service the property
☑	Municipal water is available to service the property

Pursuant to Chapter 395 of the Village Land Division Ordinance, municipal sanitary sewer is required to subdivide property in the Village. In addition, if municipal water is readily available, the Village may require municipal water to be extended at the property owner's cost.

REQUIRED SIGNATURES

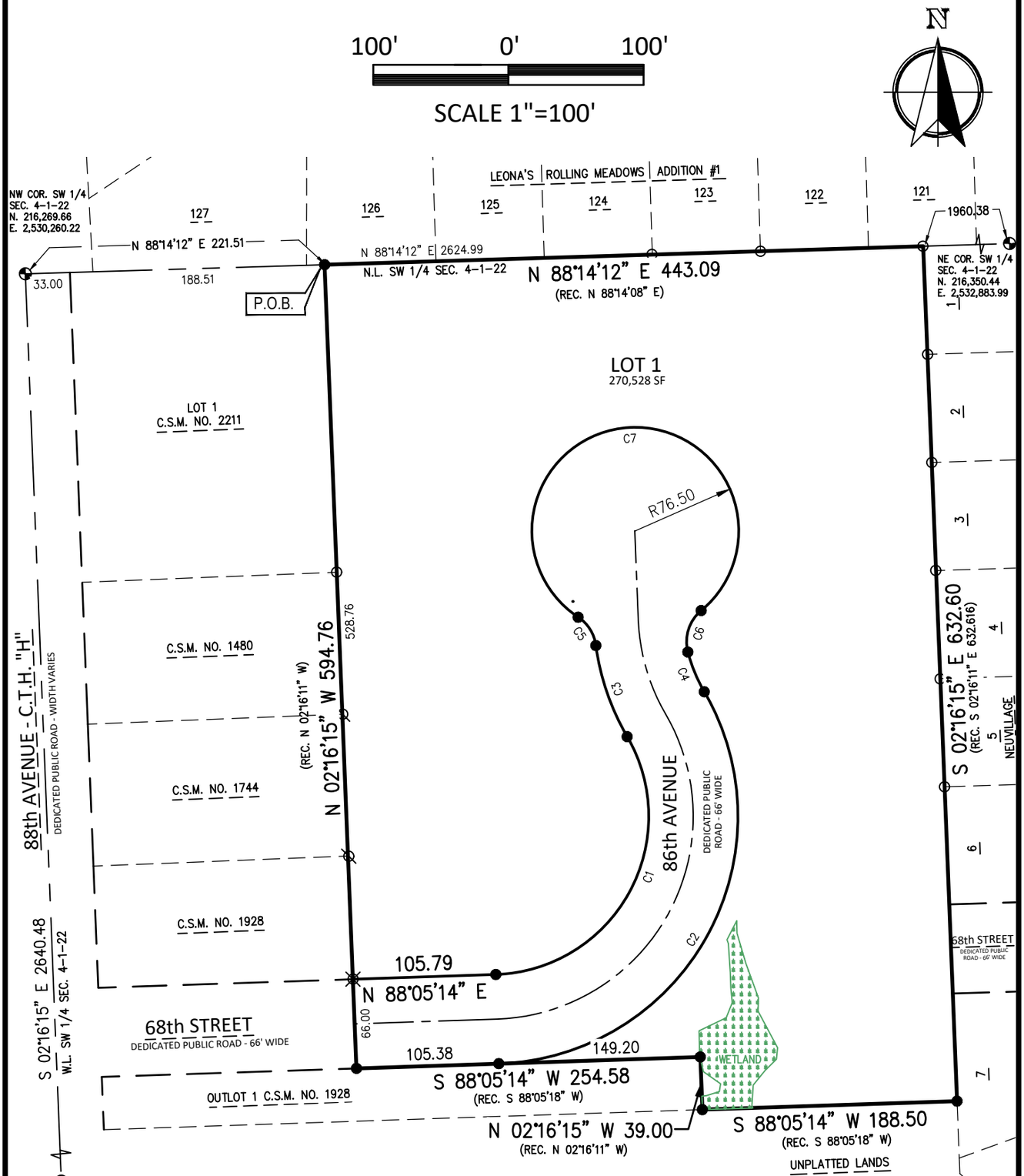
I hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER	APPLICANT
Print Owners Name: Willow Grove Condos LLC	Company Name: Willow Grove Condos LLC
Print Name of Signatory: Dustin Harpe	Print Name of Signatory: Dustin Harpe
Signature: DocuSigned by: [redacted]	Signature: DocuSigned by: [redacted]
Mailing Address: 8501 75th St, Suite H	Mailing Address: 8501 75th St, Suite H
City/State/ZIP: Kenosha, WI 53142	City/State/ZIP: Kenosha, WI 53142
Date: April 16, 2026	Date: April 16, 2026

CERTIFIED SURVEY MAP NO. _____

RECORDING DATA

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.



SEE SHEET 2 FOR LOCATION MAP AND NOTES

NOTE:

WETLANDS DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL GROUP, INC. ON APRIL 25, 2025

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This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 1 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

Curve Table								
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing	
C1	118°18'25"	117.00	241.59	195.91	N28° 56' 01"E	200.90	N88°05'14"E	N30°13'11"W
C2	118°18'28"	183.00	377.87	306.42	N28° 56' 02"E	314.23	N88°05'14"E	N30°13'11"W
C3	22°28'14"	183.00	71.77	36.35	S18° 59' 04"E	71.31	S07°44'54"E	S30°13'11"E
C4	15°37'40"	117.00	31.91	16.06	S22° 24' 21"E	31.81	S14°35'31"E	S30°13'11"E
C5	48°42'20"	30.00	25.50	13.58	N32° 06' 04"W	24.74	N07°44'54"W	N56°27'15"W
C6	64°54'25"	30.00	33.99	19.08	S17° 51' 42"W	32.20	S50°18'54"W	S14°35'31"E
C7	286°46'06"	76.50	382.89	56.85	S86° 55' 51"W	91.26	N50°18'54"E	S56°27'12"E
C8	74°09'09"	183.00	236.84	138.28	N51° 00' 40"E	220.65	N88°05'14"E	N13°56'05"E
C9	38°48'44"	183.00	123.96	64.47	N05° 28' 17"W	121.61	N13°56'05"E	N24°52'39"W

Easement Line Table		
Line #	Length	Direction
L1	153.48	N88° 14' 12"E
L2	140.61	S15° 43' 05"E
L3	249.95	S02° 16' 15"E
L4	172.17	S87° 44' 59"E
L5	299.82	N02° 16' 15"W
L6	170.24	S87° 56' 43"W
L7	105.38	N88° 05' 14"E
L8	32.35	S88° 23' 25"E

Wetland Line Table		
Line #	Length	Direction
L10	9.95	N02° 16' 15"W
L11	3.45	N83° 14' 44"E
L12	9.96	N72° 36' 28"E
L13	5.89	N09° 07' 26"E
L14	15.64	N54° 59' 53"W
L15	10.49	N12° 01' 42"W
L16	0.60	N02° 14' 23"W
L17	0.08	S88° 17' 28"W
L18	2.35	N11° 53' 46"W
L19	17.06	N01° 16' 01"W
L20	22.28	N64° 17' 51"E
L21	12.11	N21° 57' 33"E
L22	10.65	N05° 48' 17"W
L23	11.75	N01° 53' 54"W

Wetland Line Table		
Line #	Length	Direction
L24	21.25	N03° 49' 46"W
L25	3.01	N20° 34' 09"W
L27	15.74	N27° 12' 17"E
L28	9.19	S01° 49' 11"E
L29	23.02	S16° 19' 48"E
L30	27.33	S19° 53' 23"E
L31	9.83	S01° 27' 32"W
L32	30.57	S28° 07' 56"E
L33	8.54	S05° 35' 10"W
L34	11.87	S45° 04' 57"W
L35	13.82	S39° 18' 36"W
L36	15.15	S03° 37' 23"W
L37	1.98	S19° 19' 29"E
L38	37.32	S88° 05' 14"W

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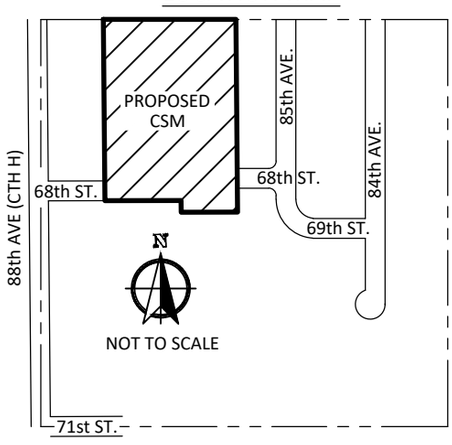
LOCATION MAP



NW 1/4 OF THE SW 1/4 OF SECTION 4-1-22

LEGEND:

- ● DENOTES A SET 2.375" O.D. IRON PIPE STAKE, 18" IN LENGTH, WEIGHT OF 3.65 LBS. / LIN. FT. MIN.
- ○ DENOTES A FOUND 1-1/4" IRON PIPE
- ⊗ DENOTES A FOUND 1" IRON PIPE
- ⊘ DENOTES A FOUND ANGLE IRON
- ◍ DENOTES A FOUND CONCRETE MONUMENT WITH BRASS CAP
- ( ) RECORDED BEARING AND/OR DISTANCE

NOTES:

EXISTING ZONING: R4 - URBAN SINGLE FAMILY (UHO)
PROPOSED ZONING: R8 (PUD) - URBAN TWO-FAMILY RESIDENTIAL DISTRICT

OWNER/LAND SPLITTER: WILLOW GROVE CONDOS, LLC
ADDRESS: 8501 75TH STREET, KENOSHA, WI 53142

BEARING BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1983 / 2011. THE NORTH LINE OF THE SW 1/4 SECTION 4-1-22 IS ASSUMED TO BEAR N 88°14'12" E.

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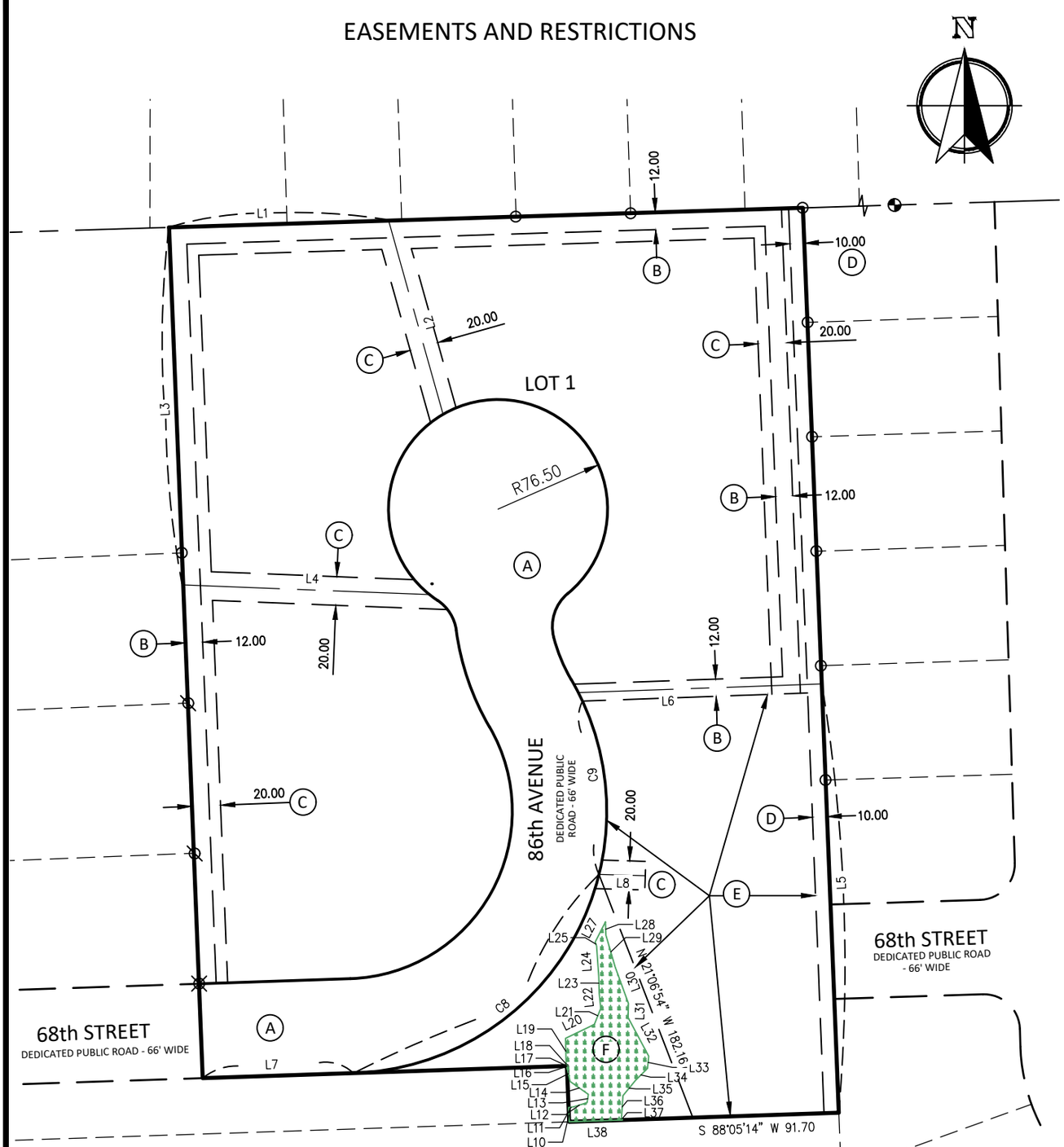
2018.0328.01.DWG
SHEET 2 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

EASEMENTS AND RESTRICTIONS



SEE SHEET 2 FOR EASEMENT LINE AND CURVE TABLE

100' 0' 100'

SCALE 1"=100'

(A) DEDICATED PUBLIC ROAD.

(B) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT.

(C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT.

(D) DEDICATED 10' TREE PRESERVATION, ACCESS AND MAINTENANCE EASEMENT.

(E) DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT.

(F) DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT.

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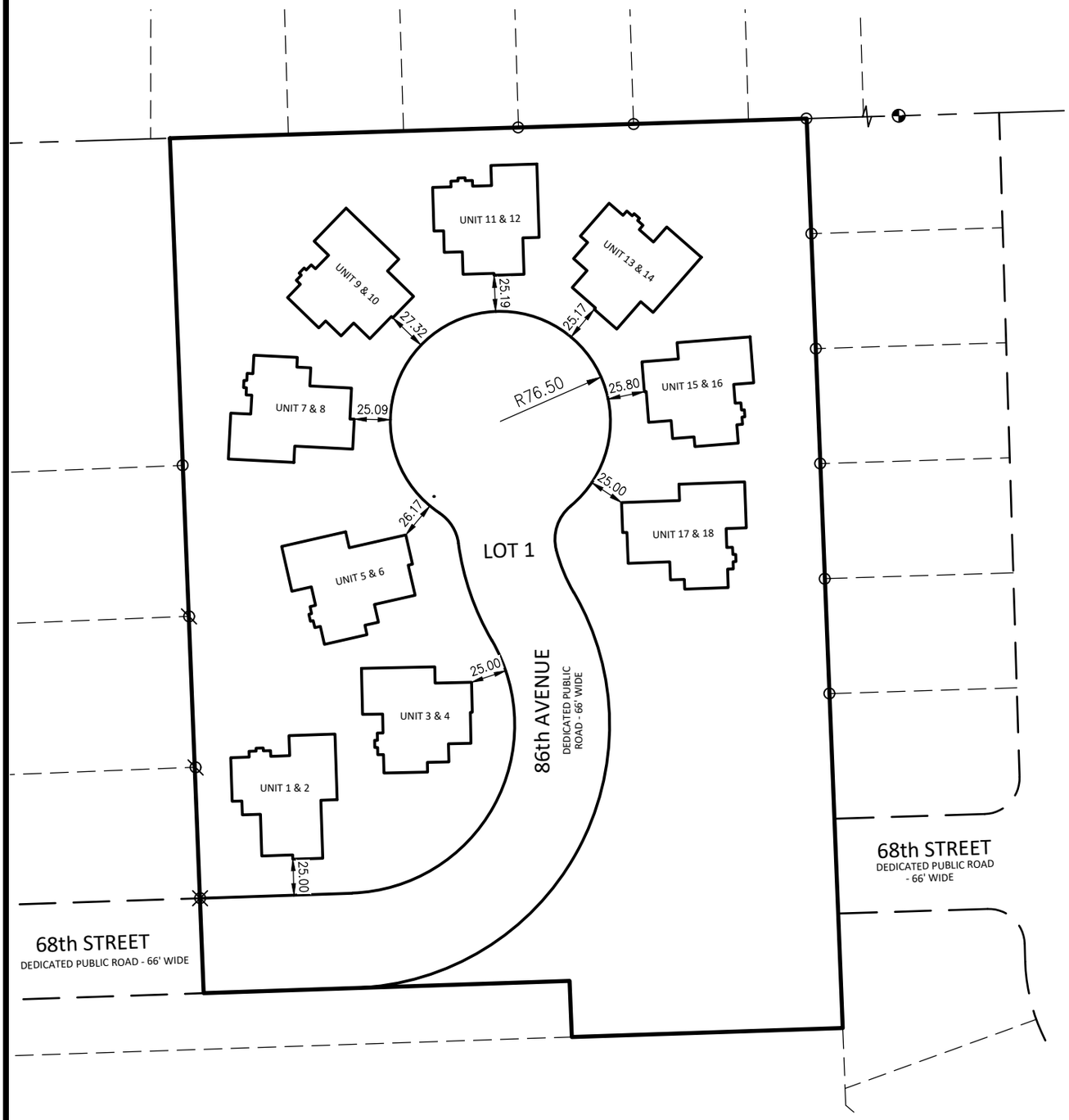
2018.0328.01.DWG
SHEET 3 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

86TH AVENUE PUBLIC ROADWAY SETBACK EXHIBIT



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2018.0328.01.DWG
SHEET 4 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

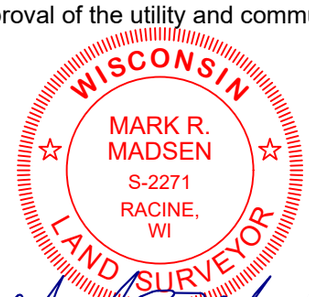
A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

DEDICATED PUBLIC STREET (A)

The fee interest in the areas shown as a Dedicated Public Street on this CSM (86th Avenue) are being dedicated, given, granted and conveyed by Willow Grove LLC (hereinafter referred to as the "Association") to the Village of Pleasant Prairie, its successors and assigns (hereinafter referred to as the "Village") for the inspection, construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, curbs and gutters, sidewalks (if required by the Village), street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM granted to the Association for street terrace grading, placing topsoil and seeding, street trees, Cul-de-sac landscaping and maintenance and other landscaping planting and the snow clearance, maintenance, repair and replacement of driveways in the area between the roadway and their properties as 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); and (2) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM granted to the Association for the planting and maintenance of grass and street trees, Cul-de-sac landscaping and maintenance and for the snow removal and construction, installation, repair, replacement, maintenance and use of such driveways in the area between the public roadway and the adjacent properties as 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, but not the obligation to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions unless such costs are assessed to the abutting properties). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets, or the Association, or of the Owners, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT (B)

Easements coextensive with the areas shown as 12' dedicated utility easement areas on this csm are hereby dedicated, given, granted and conveyed by the developer ("the grantor") to we energies f/k/a Wisconsin electric power company, sbc f/k/a Wisconsin bell, inc. d/b/a Ameritech- Wisconsin and time warner cable inc. and their respective successors and assigns (collectively, the "utility and communications grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots or outlots (or portions thereof) shown on this csm and for any related ingress and egress. these easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required so as not to interfere with the utility and communication grantees use of the easement areas. to the extent possible, all such utility and communications lines and facilities shall be installed underground. upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more that four (4) inches of final grade without the written approval of the utility and communications grantees. the grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the utility and communications grantees unless a separate agreement is entered into between the grantor and grantees regarding the transfer of the restoration and maintenance responsibilities to the grantees. no buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the utility and communication grantees.



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2018.0328.01.DWG
SHEET 5 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENTS (C)

Perpetual nonexclusive easement coextensive with the areas shown as Dedicated Stormwater Drainage, Access and Maintenance Easement areas on this CSM are hereby given, granted and conveyed by the Land Divider 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 Dedicated Stormwater Drainage, Access and Maintenance Easement areas 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 areas, which shall be required by the Owners 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 areas and (3) such future driveways, curbs and gutters, sidewalk-if required, landscaping, street trees, or other uses of the Easement areas as may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Stormwater, Drainage, Access and Maintenance Easement areas and the rights of any other persons or entities with respect to the Easement areas, the Village's rights under these Easement areas shall be deemed to be superior.

10' TREE PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (D)

Perpetual nonexclusive easement coextensive with the area shown as 10' tree preservation and protection, access and maintenance easement on lot 1 of this csm are hereby dedicated, given, granted, and conveyed by the developer to the lot 1 owners for tree and bush preservation and protection, tree planting, pruning, watering and removing of dead or dying trees or tree limbs and for all related ingress and egress, these tree preservation and protection, access and maintenance easement areas shall be exclusive, except for: (1) such other easements as may be dedicated on this csm with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance of the trees and bushes within the easement areas by the lot owners which such easements are located as will not interfere with the improvements, uses and purposes of the lot owners ; and (3) such other uses of the easement areas as may be approved by the lot owners and subject to any restrictions or conditions that the lot owners may impose.

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

A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Lot 1 of this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Lot 1 Owners, its successors and assigns and its successors-in-title and to the Village of Pleasant Prairie for storm water conveyance and management purposes including but not limited to all related ingress and egress, construction, installation, repair, replacement, landscaping, and maintenance activities. This Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement shall be exclusive except for: (1) such other easements conveyed herein within respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot 1 Owners as it will not interfere with the improvements, uses and purpose of the Village. In the event of any conflict between the easement rights of the Developer; The easement rights of any other persons or entities; and the easement rights of the Village with respect the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement, the Village's rights under this Easement shall be deemed to be superior. Lot 1 Owners shall be subject to the Stormwater Management Facilities and Maintenance Agreement and any amendments thereof, recorded under separate document at the Register of Deeds for Kenosha County.

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2018.0328.01.DWG
SHEET 6 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (F)

Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Wetland Preservation and Protection, Access and Maintenance Easement areas is hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. The Lots 1and 2 Owners are hereby obligated to undertake wetland conservancy - preservation, protection, and maintenance of the designated wetland areas on their respective lots. Unless the Village exercises the rights granted to it pursuant to these Easements, the Village shall have no obligation to do anything related to its rights under these Easements.

Part of Lot 2 of Certified Survey Map 2211 as recorded in the office of the Register of Deeds of Kenosha County, Wisconsin, a recorded plat in the Northwest 1/4 of the Southwest 1/4 of Section 4 Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at the Westerly Southeast corner of said Lot 2; run thence N02°16'15"W, 9.95 feet along the Southerly line of said Lot 2, thence N83°14'44"E, 3.45 feet; thence N72°36'28"E, 9.96 feet; thence N09°07'26"E, 5.89 feet, thence N54°59'53"W, 15.64 feet; thence N12°01'42"W, 10.49 feet to the Southerly line of said Lot 2; thence N02°14'23"W, 0.60 feet along said Southerly line; thence S88°17'28"W, 0.08 feet along said Southerly line; thence N11°53'46"W, 2.35 feet; thence N01°16'01"W, 17.06 feet; thence N64°17'51"E, 22.28 feet; thence N21°57'33"E, 12.11 feet; thence N05°48'17"W, 10.65 feet; thence N01°53'54"W, 11.75 feet; thence N03°49'46"W, 21.25 feet; thence N20°34'09"W, 3.01 feet; thence N27°12'17"E, 15.74 feet; thence S01°49'11"E, 9.19 feet; thence S16°19'48"E, 23.02 feet; thence S19°53'23"E, 27.33 feet; thence S01°27'32"W, 9.83 feet; thence S28°07'56"E, 30.57 feet; thence S05°35'10"W, 8.54 feet; thence S45°04'57"W, 11.87 feet; thence S39°18'36"W, 13.82 feet, thence S03°37'23"W, 15.15 feet; thence S19°19'29"E, 1.98 feet to the Southerly line of said Lot 2; thence S88°05'14"W, 37.32 feet along said Southerly line to the point of beginning. Containing 3,862 s.f. or 0.089 acres.

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

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

This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 7 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:
THAT I have prepared this Certified Survey Map at the direction of the Willow Grove LLC; THAT the exterior boundaries are described as Lot 2 of Certified Survey Map 2211 as recorded in the office of the Register of Deeds of Kenosha County, Wisconsin, a recorded plat in the Northwest 1/4 of the Southwest 1/4 of Section 4 Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at the Northwest corner of the Southwest 1/4 of said Section 4; thence N88°14'12"E 221.51 feet to the Northwest corner of said Lot 2 and the point of beginning of this description; continue thence N88°14'12"E 443.09 feet along North line of the Southwest 1/4 of said Section 4 and the North line of said Lot 2 to the East line of said Lot 2; thence S02°16'15"E 632.60 feet along said East line and parallel to the West line of Southwest 1/4 of said Section 4 to the South line of said Lot 2; thence S88°05'14"W 188.50 feet along said South line; thence N02°16'15"W 39.00 feet along said South line; thence S88°05'14"W 254.58 feet along said South line to the West line of said Lot 2; thence N02°16'15"W 594.76 feet parallel to West line of the Southwest 1/4 of said Section 4 and along the West line of said Lot 2 to the North line of said Lot 2, the North line of the Southwest 1/4 of said Section 4 and the point of beginning. Containing 270,616 square feet or 6.212 acres, after road dedication containing 220,426 square feet or 5.060 acres.

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

April 6, 2026

Mark R. Madsen, S-2271
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd., Suite 200
Racine, WI 53406
(262) 634-5588

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This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION

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

WILLOW GROVE CONDOS LLC

Signed: _____

Print Name: _____, Willow Grove Condos LLC Member

IN WITNESS WHEREOF, this _____ day of _____, 2026.

Witness: _____ _____

STATE OF _____)
ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2026, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such _____ of said Limited Liability Corporation, and acknowledged that _he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

_____

My Commission Expires: _____

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this ____ day of _____, 2026.

_____
Michael R. Pollocoff, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this ____ day of_____, 2026.

_____ _____ Attest: _____
David J. Klimisch, Village President Jane C. Snell, Village Clerk

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

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 9 OF 9 SHEETS

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Receive Plan Commission recommendation and consider approval of a Zoning Map and Text Amendments (Ord. #26-32 and Ord. #26-33) at the request of Dustin Harpe, owner of the property generally located at 88th Avenue and 68th Street, to rezone the property and create the Planned Unit Development Ordinance for the Willow Grove Condominium development.

PROPOSED BY: Community Development	**FISCAL IMPACT: No**
AGENDA CATEGORY: Ordinance	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

The proposed CSM will create a 6.2 acre lot for the development of the Willow Grove Condominium (nine 2-unit buildings) and dedicated 68th Street and 86th Avenue.

The Wetlands on the property were re-delineated in April of 2024 by Heartland Ecological Grip, Inc., a WI DNR Assured Biologist. The WI DNR and the ACOE have issued a permit to fill a portion of the wetlands as shown on the proposed CSM.

The wetland area remaining, as shown on the proposed CSM, will be located within wetland preservation and protection easement as shown on the CSM and is proposed to be rezoned into the C-1, Lowland Resource Conservancy District. The non-wetlands on the property will be rezoned into the R-8 Urban Two-Family Residential District and the entire property will be located within a PUD, Planned Unit Development Overlay District.

In addition, the proposed Zoning Text Amendment will create the Willow Grove Condominium Planned Unit Development (PUD) Ordinance that provides for the specific zoning requirements for the development.
The PUD that provides for the specific zoning requirements related to permitted uses/structures; lot area and frontage; design standards; and driveway widths. See *attached* draft PUD Ordinance.

See additional information related to the CSM, Final Condominium Plat also being considered at tonight's meeting.

STAFF RECOMMENDATION:

On June 1, 2026, the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Map and Text Amendments as presented. The Ordinance Amendments shall be finalized and executed upon the recording of the proposed CSM and the Final Condominium Plat at the Kenosha County Register of Deeds Office.

Ord 26-33.pdf

Ord 26-32.pdf

Zoning Map-Text Amend App_R.pdf

Residential Dev Plan App-Plans_R.pdf

ORD. # 26-33

ORDINANCE TO CREATE A PLANNED UNIT DEVELOPMENT ORDINANCE PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, to create the following Planned Unit Development Ordinance pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

Willow Grove Condominium Planned Unit Development

a. It is the intent that the Condominium development, on the property as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive 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 9 and the associated common area within the Willow Grove Condominium as recorded at the Kenosha County Register of Deeds Office and located in U.S. Public Land Survey Section 4, 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 Willow Grove 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 as approved by the Village.

(iv) The DEVELOPMENT shall be operated and maintained in a uniform manner and shall continue to comply with this Planned Unit Development (PUD) Ordinance, 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 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.

(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 an unified residential development, including signage, lighting, 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 junk, 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 420-113 related to the R-8 Multiple-Family Residential District regulations is amended to read as follows:

A. Primary purpose and characteristics. The R-8 Urban Two-Family Residential District is intended to provide for two-family residential development.

B. Permitted uses/structures

(1) Principal uses/structures

(a) Nine (9) two-family building (two attached units/building) which shall include a private two car or three car garage attached to each unit. Each attached garage shall have a minimum depth of 20 feet and a minimum area of 400 square feet.

(2) Accessory uses/structures.

(a) Home occupations per Article VII.

(b) Driveways per § 420-46; except as provided in this PUD.

(c) Hot tubs located on a deck or patio associated with a living unit per Article XII of Chapter 420.

(d) Decks, patios and porches as provided in this PUD

(e) Pergola as provided in this PUD

(f) Residential communication structures per § 420-90.

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

C. Unclassified uses. It is recognized that it is neither possible nor practical to list all of the permitted accessory uses and structures that are compatible with those listed above in Subsection B, and therefore it is intended that said list of accessory uses and structures 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 frontage.

(1) One Lot is allowed that is a minimum of 5 acres and a minimum frontage on a public street of 300 feet.

F. Design standards.

(1) The DEVELOPMENT shall be constructed pursuant to the Development Agreement and the Residential Development Plans as approved by the Village.

(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 a full basement.

(4) One overhead garage door per two-unit building is allowed to face a public street, except for units 9-16.

(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.

(6) Standards for a pergola

(a) A pergola shall be located on a deck or patio associated with a dwelling unit and shall not exceed a heigh of 15 feet.

(b) An asphalt roof is not allowed

(c) The roof of the principal structure and the pergola roof shall not overlap each other and further provided that the pergola is securely bolted or attached to the patio or deck.

(7) Setbacks for dwelling units including attached decks and porches:

(a) Street setbacks: 25 feet minimum from the 68th Street and 86th Avenue rights-of-way.

(b) Side and rear setbacks: 25 feet minimum from the exterior boundaries of the DEVELOPMENT.

(c) Wetland setback: 25 feet minimum from any field delineated wetlands on the property.

(d) Shore setback: 35 feet minimum adjacent to any navigable waterways.

(e) Between structures: 20 feet minimum.

(8) Setbacks for a patio

(a) Shall not be located within a street yard.

(b) Side and rear setbacks: 25 feet minimum from the exterior boundaries of the DEVELOPMENT; however, the patio for unit 11 shall be a minimum of 20 feet from the exterior boundaries of the DEVELOPMENT.

(c) Shall be located a minimum of 10 feet from any adjacent patio or dwelling unit within the DEVELOPMENT

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 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, except for units 9-16 where the following is required: Each two-unit building identified as Units 9/10, 11/12, 13/14 and 15/16 are required to have one (1) access point/per building connecting to 86th Avenue wherein the width of the driveway at the property line does not exceed 37 feet as shown on the Final Condominium Plat

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

Adopted this 8th day of June 2026

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

_____
David J Klimisch
Village President

_____
Jane C. Snell
Village Clerk

Posted: _____

33- Willow Grove PUD.doc
CODE26-04-06

ORD. # 26-32

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

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

Lot 1 of CSM _____ generally located east of 88th Avenue at 68th Street in part of U.S. Public Land Survey Section 4 Township 1 North, Range 22 East in the Village of Pleasant Prairie are hereby rezoned as follows: the wetlands as shown on legally described on said CSM into the C-1, Lowland Resource Conservancy District, the non-wetlands into the R-8 Urban Two-Family Residential District and the entire property into a PUD, Planned Unit Development Overlay District.

A copy of the adopted ordinance will remain on file with the Village Zoning Administrator, updated on the Zoning Map and posted under Public Documents online with the Village Code of Ordinances.

Adopted this 8th day of June 2026

VILLAGE BOARD OF TRUSTEES

_____
David J Klimisch
Village President

ATTEST:

_____
Jane C. Snell
Village Clerk

Posted:_____
32-Willow Grove Rezone.doc
CODE26-04-06

Zoning Map and Zoning Text Amendment Application

Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262.925.6717
Email: communitydevelopment@pleasantprairiewi.gov

GENERAL INFORMATION

Property Location/Address	88th Avenue & 68th Street
Tax Parcel Number(s)	92-4-122-043-0200
Current Zoning	R-4 (UHO)
Proposed Zoning	R-8 (PUD) & C-1

ZONING MAP AMENDMENT (check all that apply)

- [x] Correct Zoning Map as a result of a wetland staking being completed
- [x] Correct Zoning Map as a result of a wetland fill permit obtained by the WI DNR and US ACOE
- [x] Other (describe change)

  Rezone to R-8 (PUD) & C-1

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

ZONING TEXT AMENDMENT

- [x] Planned Unit Development (PUD) Ordinance
- [ ] Other (describe change)

If a Planned Unit Development is proposed include a letter indicting the dimensional variations being requested and 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.

REQUIRED SIGNATURES

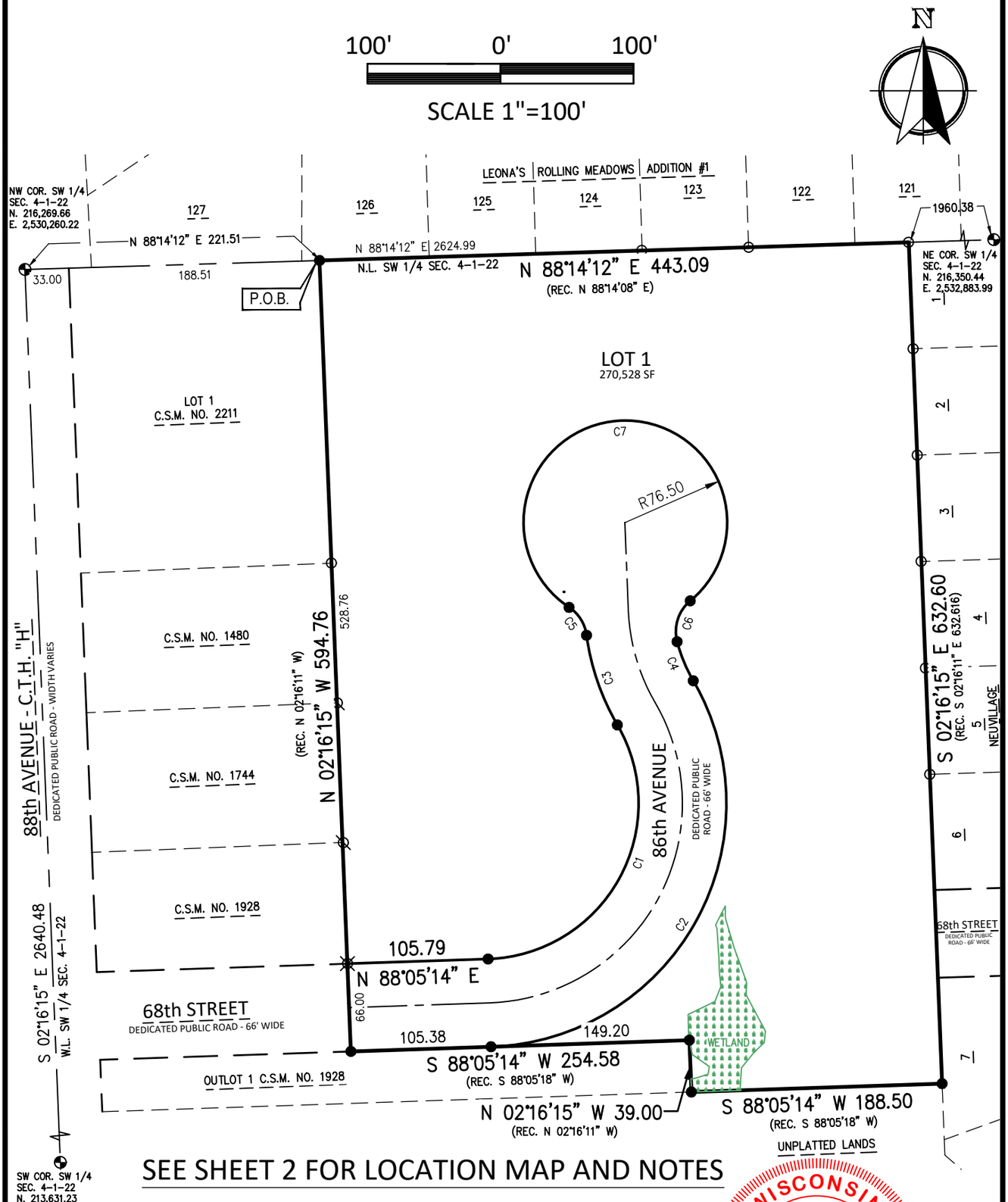
I hereby certify that all the above statements and all attachments submitted with this application are true and correct to the best of my knowledge.

PROPERTY OWNER	APPLICANT
Print Owners Name: Willow Grove Condos LLC	Company Name: Willow Grove Condos LLC
Print Name of Signatory: Dustin Harpe	Print Name of Signatory: Dustin Harpe
Signature: DocuSigned by: [signature]	Signature: DocuSigned by: [signature]
Mailing Address: 8501 75th St, Suite H	Mailing Address: 8501 75th St, Suite H
City/State/ZIP: Kenosha, WI 53142	City/State/ZIP: Kenosha, WI 53142
Date: April 16, 2026	Date: April 16, 2026

CERTIFIED SURVEY MAP NO. _____

RECORDING DATA

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.



SEE SHEET 2 FOR LOCATION MAP AND NOTES

NOTE:

WETLANDS DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL GROUP, INC. ON APRIL 25, 2025

WISCONSIN
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This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 1 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

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Curve Table								
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing	
C1	118°18'25"	117.00	241.59	195.91	N28° 56' 01"E	200.90	N88°05'14"E	N30°13'11"W
C2	118°18'28"	183.00	377.87	306.42	N28° 56' 02"E	314.23	N88°05'14"E	N30°13'11"W
C3	22°28'14"	183.00	71.77	36.35	S18° 59' 04"E	71.31	S07°44'54"E	S30°13'11"E
C4	15°37'40"	117.00	31.91	16.06	S22° 24' 21"E	31.81	S14°35'31"E	S30°13'11"E
C5	48°42'20"	30.00	25.50	13.58	N32° 06' 04"W	24.74	N07°44'54"W	N56°27'15"W
C6	64°54'25"	30.00	33.99	19.08	S17° 51' 42"W	32.20	S50°18'54"W	S14°35'31"E
C7	286°46'06"	76.50	382.89	56.85	S86° 55' 51"W	91.26	N50°18'54"E	S56°27'12"E
C8	74°09'09"	183.00	236.84	138.28	N51° 00' 40"E	220.65	N88°05'14"E	N13°56'05"E
C9	38°48'44"	183.00	123.96	64.47	N05° 28' 17"W	121.61	N13°56'05"E	N24°52'39"W

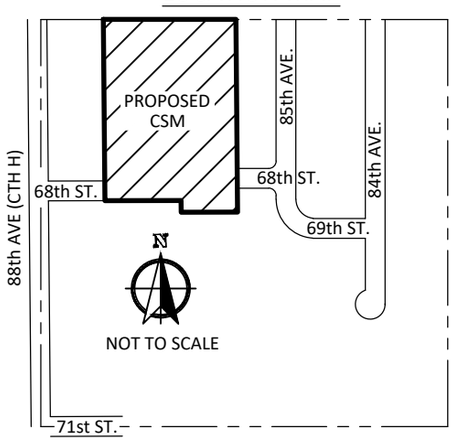
Easement Line Table		
Line #	Length	Direction
L1	153.48	N88° 14' 12"E
L2	140.61	S15° 43' 05"E
L3	249.95	S02° 16' 15"E
L4	172.17	S87° 44' 59"E
L5	299.82	N02° 16' 15"W
L6	170.24	S87° 56' 43"W
L7	105.38	N88° 05' 14"E
L8	32.35	S88° 23' 25"E

Wetland Line Table		
Line #	Length	Direction
L10	9.95	N02° 16' 15"W
L11	3.45	N83° 14' 44"E
L12	9.96	N72° 36' 28"E
L13	5.89	N09° 07' 26"E
L14	15.64	N54° 59' 53"W
L15	10.49	N12° 01' 42"W
L16	0.60	N02° 14' 23"W
L17	0.08	S88° 17' 28"W
L18	2.35	N11° 53' 46"W
L19	17.06	N01° 16' 01"W
L20	22.28	N64° 17' 51"E
L21	12.11	N21° 57' 33"E
L22	10.65	N05° 48' 17"W
L23	11.75	N01° 53' 54"W

Wetland Line Table		
Line #	Length	Direction
L24	21.25	N03° 49' 46"W
L25	3.01	N20° 34' 09"W
L27	15.74	N27° 12' 17"E
L28	9.19	S01° 49' 11"E
L29	23.02	S16° 19' 48"E
L30	27.33	S19° 53' 23"E
L31	9.83	S01° 27' 32"W
L32	30.57	S28° 07' 56"E
L33	8.54	S05° 35' 10"W
L34	11.87	S45° 04' 57"W
L35	13.82	S39° 18' 36"W
L36	15.15	S03° 37' 23"W
L37	1.98	S19° 19' 29"E
L38	37.32	S88° 05' 14"W

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

LOCATION MAP



NW 1/4 OF THE SW 1/4 OF SECTION 4-1-22

LEGEND:

- ● DENOTES A SET 2.375" O.D. IRON PIPE STAKE, 18" IN LENGTH, WEIGHT OF 3.65 LBS. / LIN. FT. MIN.
- ○ DENOTES A FOUND 1-1/4" IRON PIPE
- ⊗ DENOTES A FOUND 1" IRON PIPE
- ⊘ DENOTES A FOUND ANGLE IRON
- ◍ DENOTES A FOUND CONCRETE MONUMENT WITH BRASS CAP
- ( ) RECORDED BEARING AND/OR DISTANCE

NOTES:

EXISTING ZONING: R4 - URBAN SINGLE FAMILY (UHO)
PROPOSED ZONING: R8 (PUD) - URBAN TWO-FAMILY RESIDENTIAL DISTRICT

OWNER/LAND SPLITTER: WILLOW GROVE CONDOS, LLC
ADDRESS: 8501 75TH STREET, KENOSHA, WI 53142

BEARING BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1983 / 2011. THE NORTH LINE OF THE SW 1/4 SECTION 4-1-22 IS ASSUMED TO BEAR N 88°14'12" E.

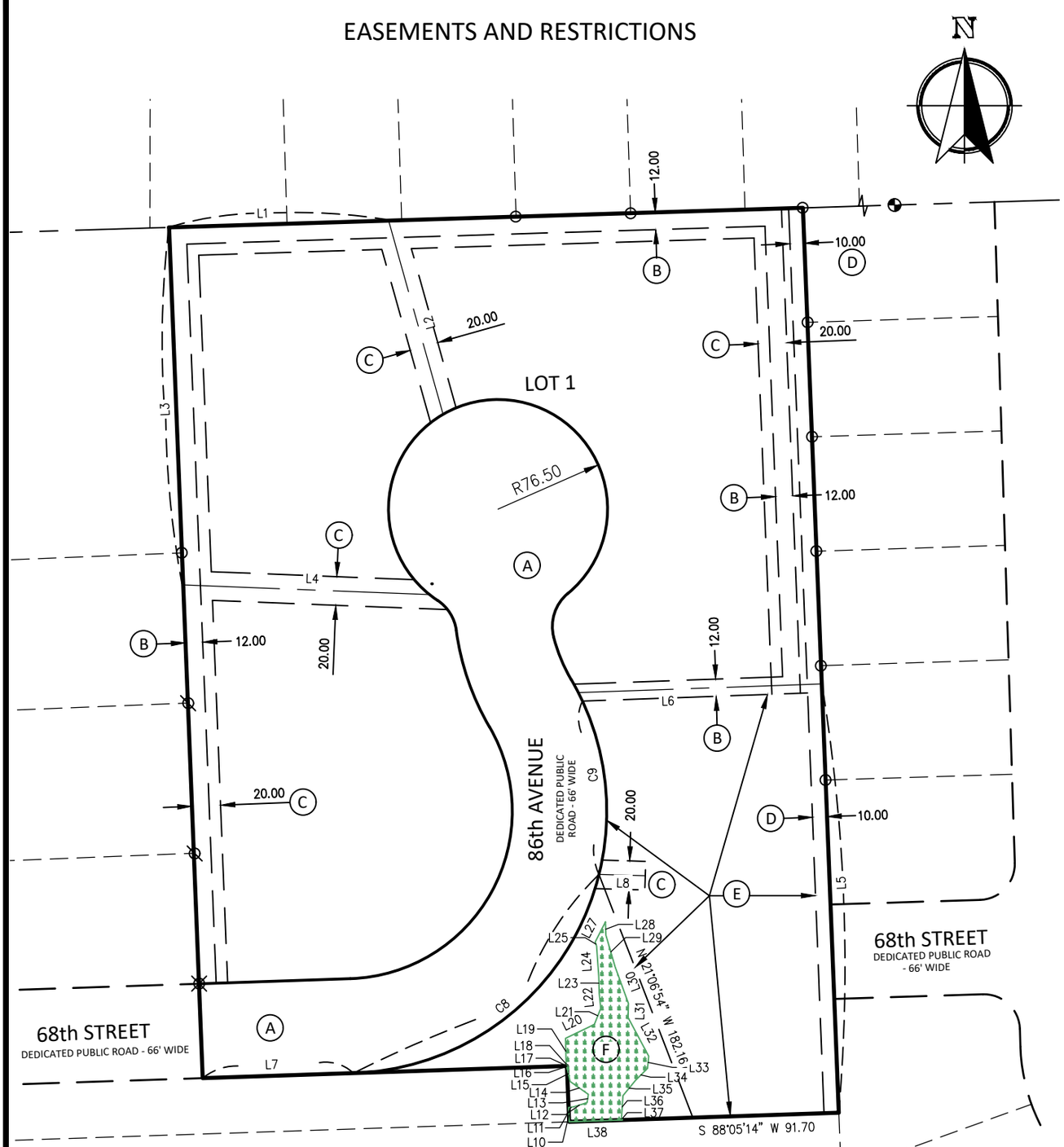
Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbsc.net

2018.0328.01.DWG
SHEET 2 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

EASEMENTS AND RESTRICTIONS



SEE SHEET 2 FOR EASEMENT LINE AND CURVE TABLE

100' 0' 100'

SCALE 1"=100'

(A) DEDICATED PUBLIC ROAD.

(B) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT.

(C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT.

(D) DEDICATED 10' TREE PRESERVATION, ACCESS AND MAINTENANCE EASEMENT.

(E) DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT.

(F) DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT.

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

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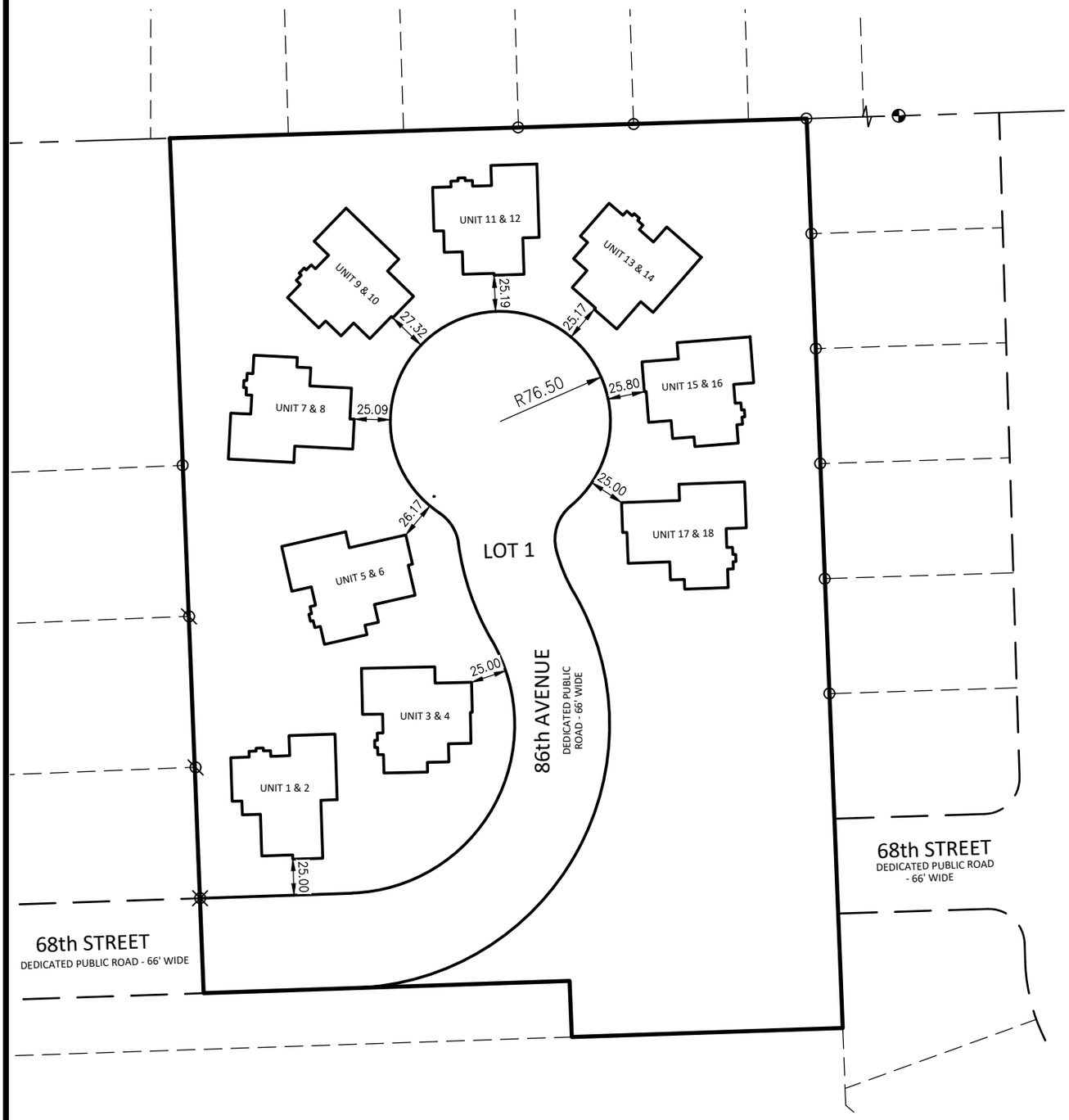
SHEET 3 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

86TH AVENUE PUBLIC ROADWAY SETBACK EXHIBIT



WISCONSIN
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CERTIFIED SURVEY MAP NO. _____

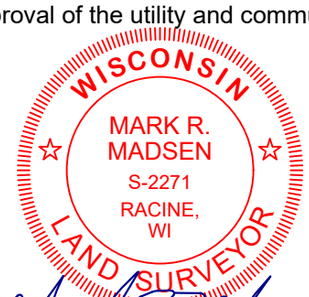
A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

DEDICATED PUBLIC STREET (A)

The fee interest in the areas shown as a Dedicated Public Street on this CSM (86th Avenue) are being dedicated, given, granted and conveyed by Willow Grove LLC (hereinafter referred to as the "Association") to the Village of Pleasant Prairie, its successors and assigns (hereinafter referred to as the "Village") for the inspection, construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, curbs and gutters, sidewalks (if required by the Village), street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM granted to the Association for street terrace grading, placing topsoil and seeding, street trees, Cul-de-sac landscaping and maintenance and other landscaping planting and the snow clearance, maintenance, repair and replacement of driveways in the area between the roadway and their properties as 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); and (2) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM granted to the Association for the planting and maintenance of grass and street trees, Cul-de-sac landscaping and maintenance and for the snow removal and construction, installation, repair, replacement, maintenance and use of such driveways in the area between the public roadway and the adjacent properties as 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, but not the obligation to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions unless such costs are assessed to the abutting properties). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets, or the Association, or of the Owners, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT (B)

Easements coextensive with the areas shown as 12' dedicated utility easement areas on this csm are hereby dedicated, given, granted and conveyed by the developer ("the grantor") to we energies f/k/a Wisconsin electric power company, sbc f/k/a Wisconsin bell, inc. d/b/a Ameritech- Wisconsin and time warner cable inc. and their respective successors and assigns (collectively, the "utility and communications grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots or outlots (or portions thereof) shown on this csm and for any related ingress and egress. these easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required so as not to interfere with the utility and communication grantees use of the easement areas. to the extent possible, all such utility and communications lines and facilities shall be installed underground. upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more that four (4) inches of final grade without the written approval of the utility and communications grantees. the grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the utility and communications grantees unless a separate agreement is entered into between the grantor and grantees regarding the transfer of the restoration and maintenance responsibilities to the grantees. no buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the utility and communication grantees.



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2018.0328.01.DWG
SHEET 5 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENTS (C)

Perpetual nonexclusive easement coextensive with the areas shown as Dedicated Stormwater Drainage, Access and Maintenance Easement areas on this CSM are hereby given, granted and conveyed by the Land Divider 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 Dedicated Stormwater Drainage, Access and Maintenance Easement areas 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 areas, which shall be required by the Owners 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 areas and (3) such future driveways, curbs and gutters, sidewalk-if required, landscaping, street trees, or other uses of the Easement areas as may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Stormwater, Drainage, Access and Maintenance Easement areas and the rights of any other persons or entities with respect to the Easement areas, the Village's rights under these Easement areas shall be deemed to be superior.

10' TREE PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (D)

Perpetual nonexclusive easement coextensive with the area shown as 10' tree preservation and protection, access and maintenance easement on lot 1 of this csm are hereby dedicated, given, granted, and conveyed by the developer to the lot 1 owners for tree and bush preservation and protection, tree planting, pruning, watering and removing of dead or dying trees or tree limbs and for all related ingress and egress, these tree preservation and protection, access and maintenance easement areas shall be exclusive, except for: (1) such other easements as may be dedicated on this csm with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance of the trees and bushes within the easement areas by the lot owners which such easements are located as will not interfere with the improvements, uses and purposes of the lot owners ; and (3) such other uses of the easement areas as may be approved by the lot owners and subject to any restrictions or conditions that the lot owners may impose.

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

A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Lot 1 of this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Lot 1 Owners, its successors and assigns and its successors-in-title and to the Village of Pleasant Prairie for storm water conveyance and management purposes including but not limited to all related ingress and egress, construction, installation, repair, replacement, landscaping, and maintenance activities. This Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement shall be exclusive except for: (1) such other easements conveyed herein within respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot 1 Owners as it will not interfere with the improvements, uses and purpose of the Village. In the event of any conflict between the easement rights of the Developer; The easement rights of any other persons or entities; and the easement rights of the Village with respect the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement, the Village's rights under this Easement shall be deemed to be superior. Lot 1 Owners shall be subject to the Stormwater Management Facilities and Maintenance Agreement and any amendments thereof, recorded under separate document at the Register of Deeds for Kenosha County.

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2018.0328.01.DWG
SHEET 6 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (F)

Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Wetland Preservation and Protection, Access and Maintenance Easement areas is hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. The Lots 1and 2 Owners are hereby obligated to undertake wetland conservancy - preservation, protection, and maintenance of the designated wetland areas on their respective lots. Unless the Village exercises the rights granted to it pursuant to these Easements, the Village shall have no obligation to do anything related to its rights under these Easements.

Part of Lot 2 of Certified Survey Map 2211 as recorded in the office of the Register of Deeds of Kenosha County, Wisconsin, a recorded plat in the Northwest 1/4 of the Southwest 1/4 of Section 4 Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at the Westerly Southeast corner of said Lot 2; run thence N02°16'15"W, 9.95 feet along the Southerly line of said Lot 2, thence N83°14'44"E, 3.45 feet; thence N72°36'28"E, 9.96 feet; thence N09°07'26"E, 5.89 feet, thence N54°59'53"W, 15.64 feet; thence N12°01'42"W, 10.49 feet to the Southerly line of said Lot 2; thence N02°14'23"W, 0.60 feet along said Southerly line; thence S88°17'28"W, 0.08 feet along said Southerly line; thence N11°53'46"W, 2.35 feet; thence N01°16'01"W, 17.06 feet; thence N64°17'51"E, 22.28 feet; thence N21°57'33"E, 12.11 feet; thence N05°48'17"W, 10.65 feet; thence N01°53'54"W, 11.75 feet; thence N03°49'46"W, 21.25 feet; thence N20°34'09"W, 3.01 feet; thence N27°12'17"E, 15.74 feet; thence S01°49'11"E, 9.19 feet; thence S16°19'48"E, 23.02 feet; thence S19°53'23"E, 27.33 feet; thence S01°27'32"W, 9.83 feet; thence S28°07'56"E, 30.57 feet; thence S05°35'10"W, 8.54 feet; thence S45°04'57"W, 11.87 feet; thence S39°18'36"W, 13.82 feet, thence S03°37'23"W, 15.15 feet; thence S19°19'29"E, 1.98 feet to the Southerly line of said Lot 2; thence S88°05'14"W, 37.32 feet along said Southerly line to the point of beginning. Containing 3,862 s.f. or 0.089 acres.

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2018.0328.01.DWG
SHEET 7 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:
THAT I have prepared this Certified Survey Map at the direction of the Willow Grove LLC; THAT the exterior boundaries are described as Lot 2 of Certified Survey Map 2211 as recorded in the office of the Register of Deeds of Kenosha County, Wisconsin, a recorded plat in the Northwest 1/4 of the Southwest 1/4 of Section 4 Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at the Northwest corner of the Southwest 1/4 of said Section 4; thence N88°14'12"E 221.51 feet to the Northwest corner of said Lot 2 and the point of beginning of this description; continue thence N88°14'12"E 443.09 feet along North line of the Southwest 1/4 of said Section 4 and the North line of said Lot 2 to the East line of said Lot 2; thence S02°16'15"E 632.60 feet along said East line and parallel to the West line of Southwest 1/4 of said Section 4 to the South line of said Lot 2; thence S88°05'14"W 188.50 feet along said South line; thence N02°16'15"W 39.00 feet along said South line; thence S88°05'14"W 254.58 feet along said South line to the West line of said Lot 2; thence N02°16'15"W 594.76 feet parallel to West line of the Southwest 1/4 of said Section 4 and along the West line of said Lot 2 to the North line of said Lot 2, the North line of the Southwest 1/4 of said Section 4 and the point of beginning. Containing 270,616 square feet or 6.212 acres, after road dedication containing 220,426 square feet or 5.060 acres.

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

April 6, 2026

Mark R. Madsen, S-2271
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd., Suite 200
Racine, WI 53406
(262) 634-5588

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CERTIFIED SURVEY MAP NO. _____

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OWNER'S CERTIFICATE OF DEDICATION

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

WILLOW GROVE CONDOS LLC

Signed: _____

Print Name: _____, Willow Grove Condos LLC Member

IN WITNESS WHEREOF, this _____ day of _____, 2026.

Witness: _____ _____

STATE OF _____)
ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2026, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such _____ of said Limited Liability Corporation, and acknowledged that _he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

_____

My Commission Expires: _____

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this ____ day of _____, 2026.

_____
Michael R. Pollocoff, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this ____ day of_____, 2026.

_____ _____ Attest: _____
David J. Klimisch, Village President Jane C. Snell, Village Clerk

Nielsen Madsen + Barber
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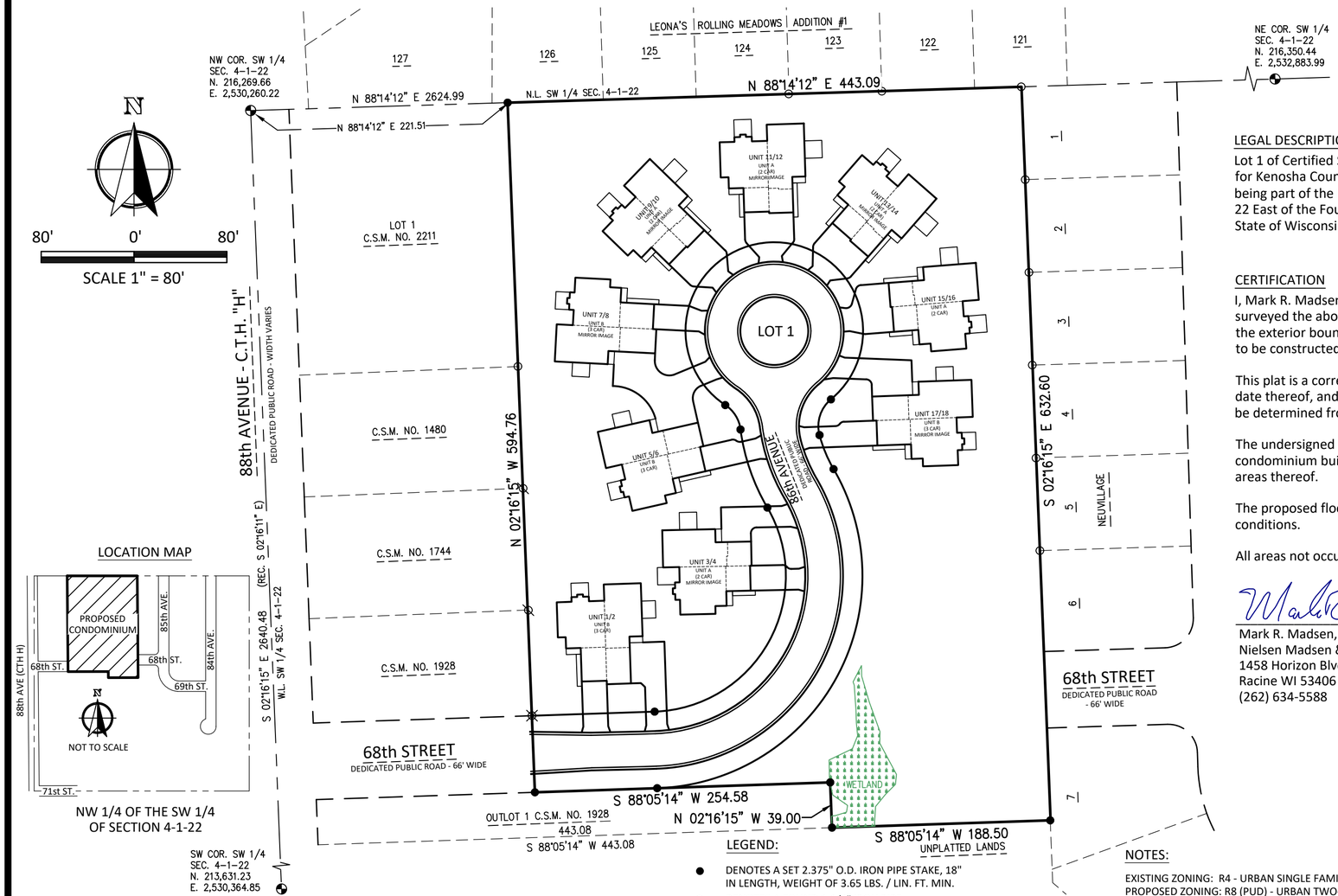
2018.0328.01.DWG
SHEET 9 OF 9 SHEETS

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

SITE SURVEY / BUILDING EXTERIOR



LOCATION MAP

NW 1/4 OF THE SW 1/4
OF SECTION 4-1-22

SW COR. SW 1/4
SEC. 4–1–22
N. 213,631.23
E. 2,530,364.85

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. _____ , as recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on _____ __, 2026 as Document No. _____, being part of the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin. Excepting therefrom lands dedicated to public roadway purposes.

CERTIFICATION

I, Mark R. Madsen, Wisconsin 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 building and improvements constructed or to be constructed upon the property.

This plat is a correct representation of the Willow Grove Condominium as proposed at the date thereof, 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 approximate dimensions and floor areas thereof.

The proposed floor plans, provided by Willow Grove Condos LLC, do not represent as-built conditions.

All areas not occupied by units or limited common elements are common elements.

Mark R. Madsen, S-2271 April 6, 2026
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd, Suite 200,
Racine WI 53406
(262) 634-5588

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

LEGEND:

- DENOTES A SET 2.375" O.D. IRON PIPE STAKE, 18" IN LENGTH, WEIGHT OF 3.65 LBS. / LIN. FT. MIN.
- DENOTES A FOUND 1-1/4" IRON PIPE
- DENOTES A FOUND 1" IRON PIPE
- DENOTES A FOUND ANGLE IRON
- DENOTES A FOUND CONCRETE MONUMENT WITH BRASS CAP

NOTE:

WETLANDS DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL GROUP, INC. ON APRIL 25, 2025

NOTES:

EXISTING ZONING: R4 - URBAN SINGLE FAMILY (UHO)
PROPOSED ZONING: R8 (PUD) - URBAN TWO-FAMILY RESIDENTIAL DISTRICT

BEARING BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1983 / 2011. THE NORTH LINE OF THE SW 1/4 SEC. 4-1-22 IS ASSUMED TO BEAR N 88°14'12" E.

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Drafted on April 6, 2026

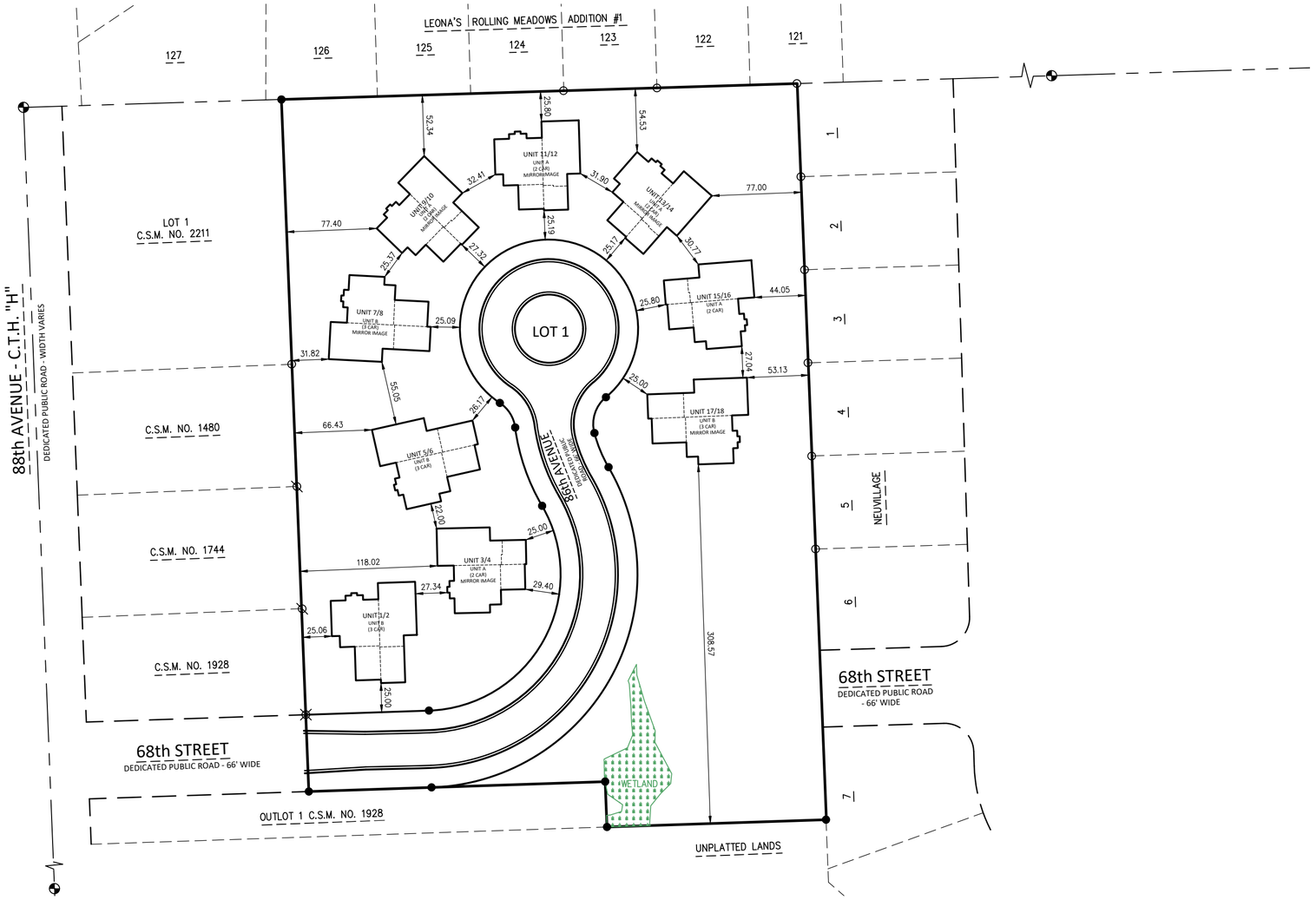
SHEET 1 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

SITE SURVEY / BUILDING EXTERIOR



N

80' 0' 80'

SCALE 1" = 80'

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WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

Drafted on April 6, 2026

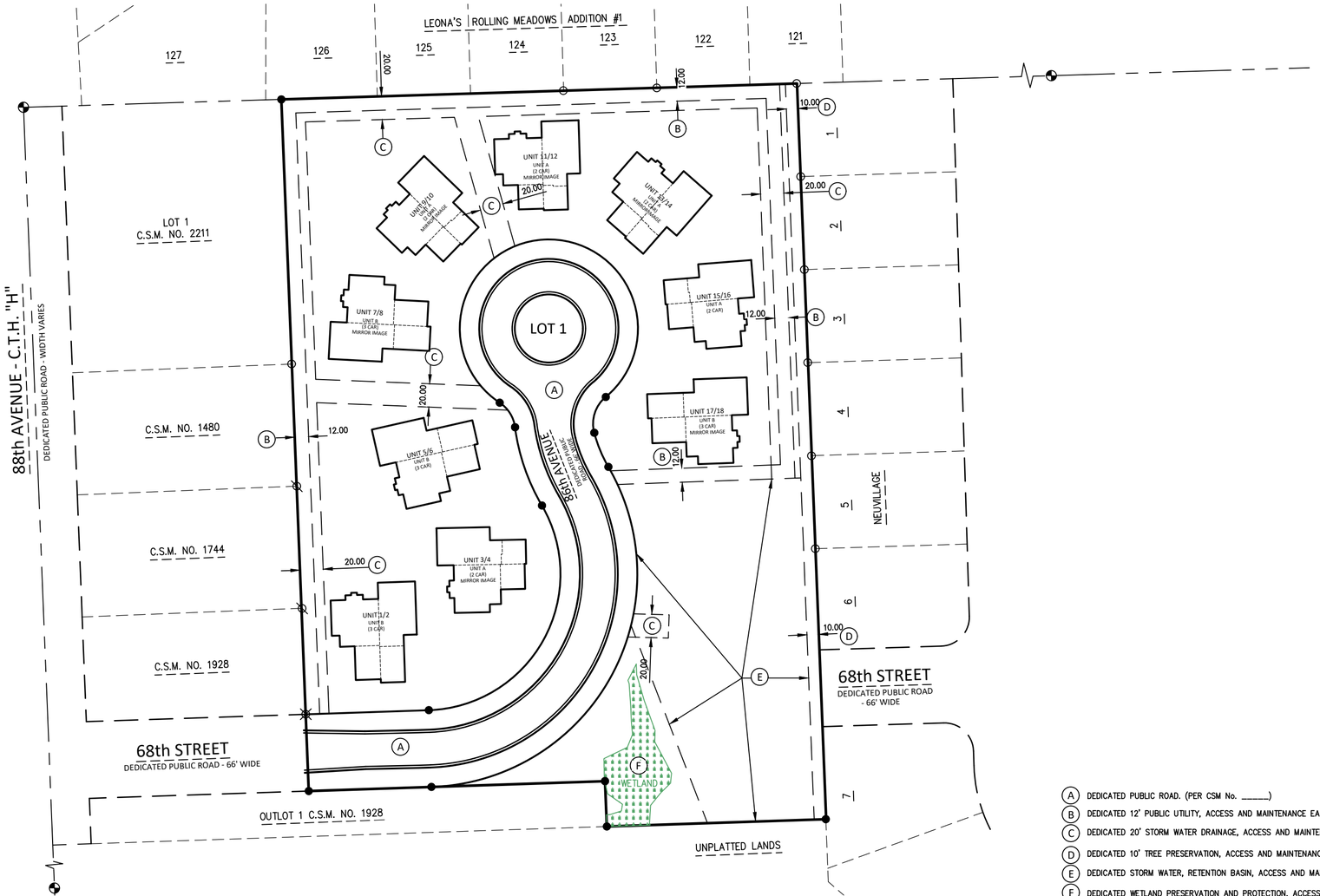
SHEET 2 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

EXISTING EASEMENTS



N

80' 0' 80'

SCALE 1" = 80'

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

Mark R. Madsen

(A) DEDICATED PUBLIC ROAD. (PER CSM No. _____)

(B) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT. (PER CSM No. _____)

(C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM No. _____)

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(F) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT. (PER CSM No. _____)

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Drafted on April 6, 2026

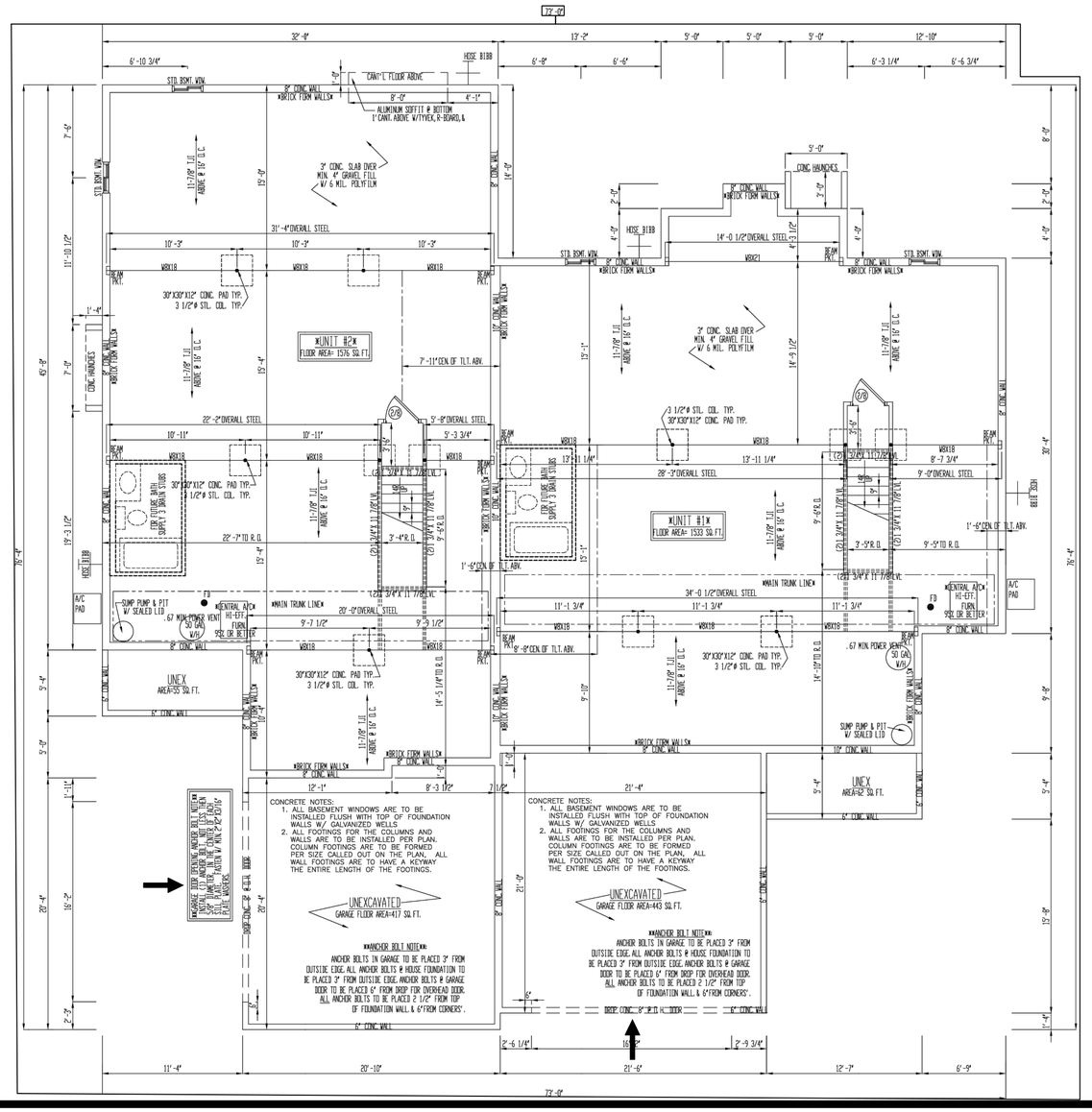
SHEET 3 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

2 UNIT BUILDING "TYPE-A" (UNITS 3/4, 9/10, 11/12, 13/14 AND 15/16)



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

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

NOTE:
GARAGE DOORS FOR UNITS 9/10, 11/12, 13/14 AND 15/16 ARE FRONT FACING.

FOUNDATION PLAN

Drafted on April 6, 2026

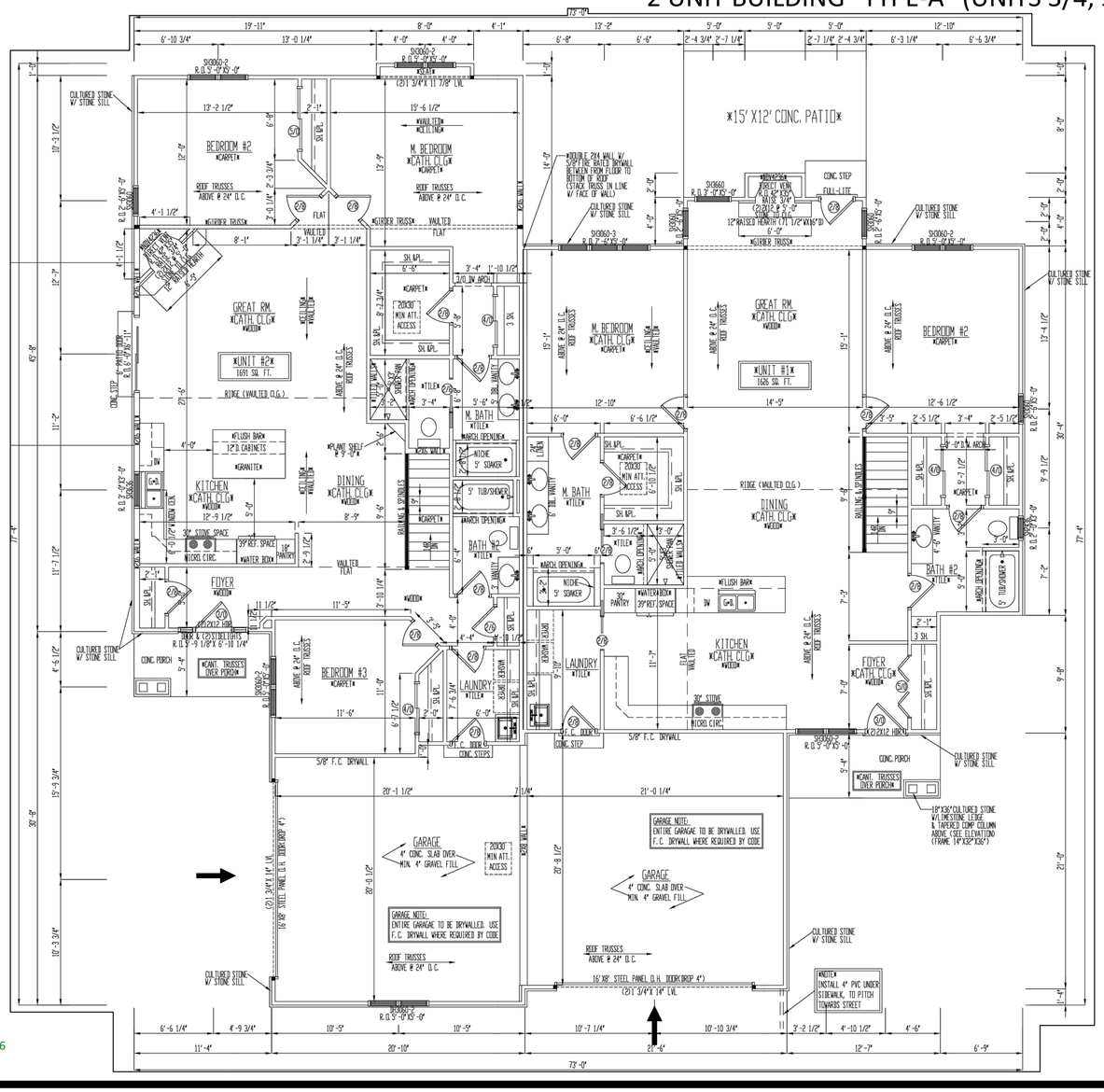
SHEET 4 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

2 UNIT BUILDING "TYPE-A" (UNITS 3/4, 9/10, 11/12, 13/14 AND 15/16)



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WISCONSIN
MARK R. MADSEN
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RACINE, WI
LAND SURVEYOR

NOTE:
GARAGE DOORS FOR UNITS 9/10, 11/12, 13/14 AND 15/16 ARE FRONT FACING.

1ST FLOOR PLAN

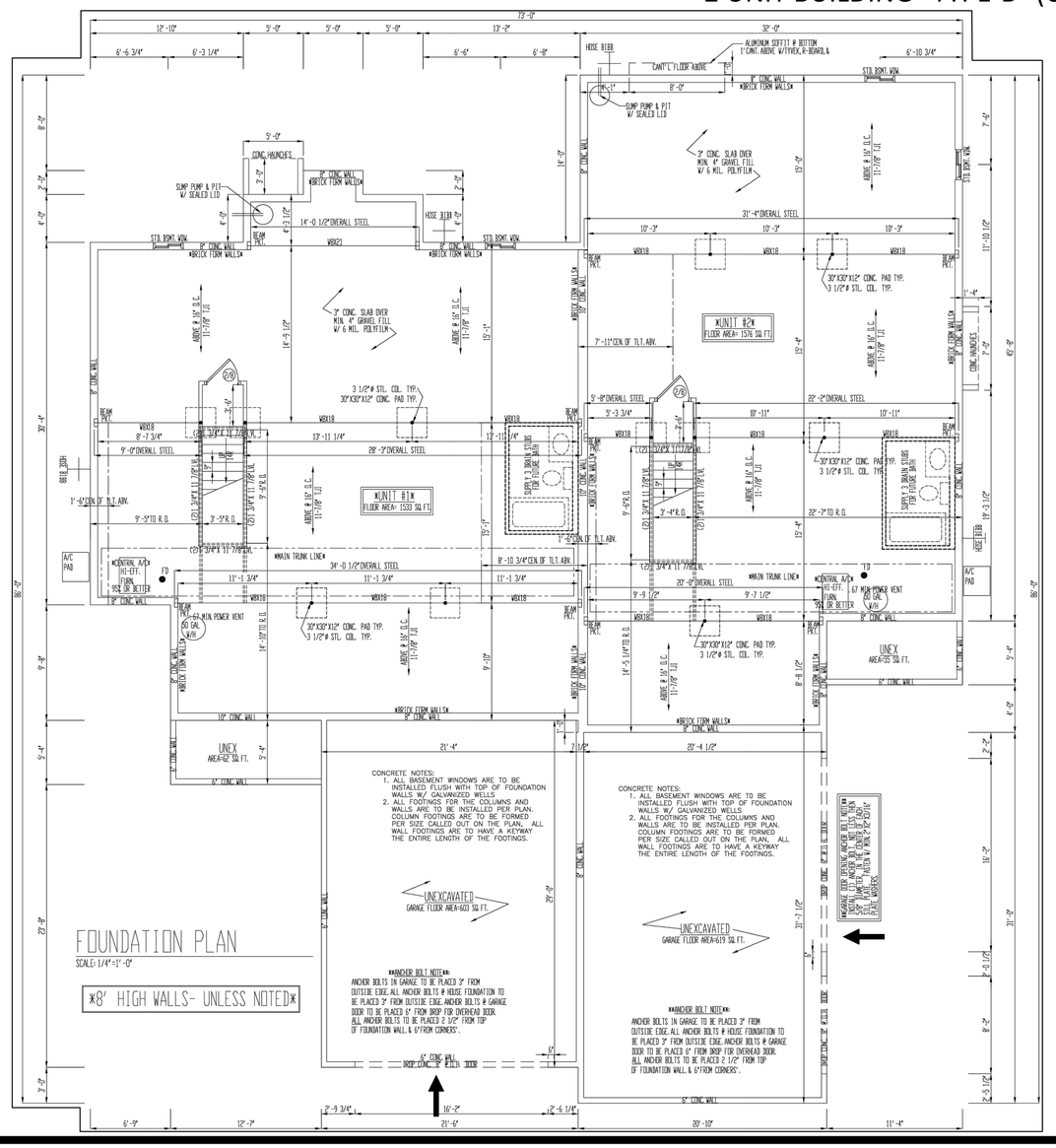
Drafted on April 6, 2026

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

2 UNIT BUILDING "TYPE-B" (UNITS 1/2, 5/6, 7/8 AND 17/18)



FOUNDATION PLAN

SCALE: 1/4"=1'-0"

Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
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RACINE, WI
LAND SURVEYOR

FOUNDATION PLAN

Drafted on April 6, 2026

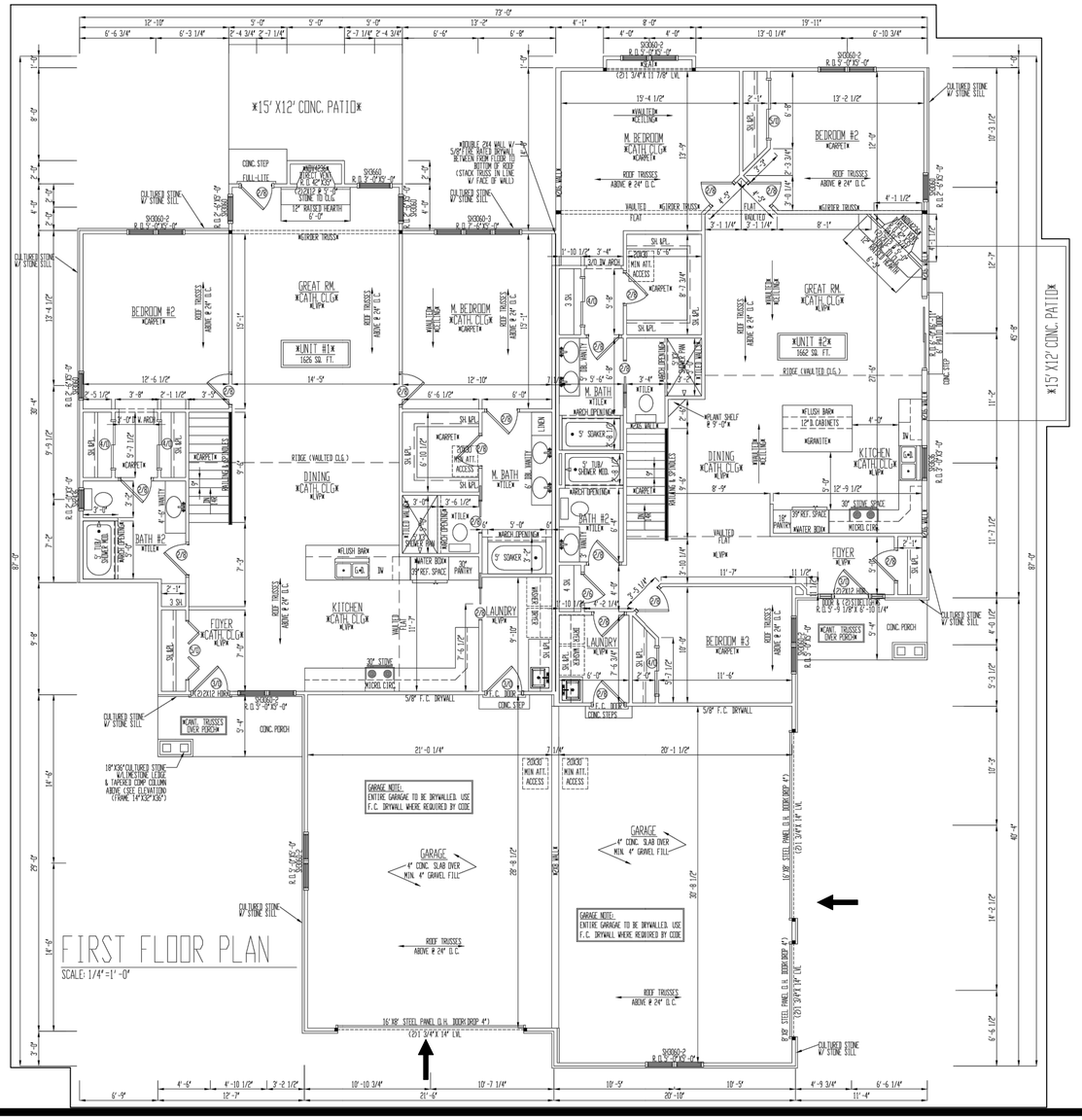
SHEET 6 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

2 UNIT BUILDING "TYPE-B" (UNITS 1/2, 5/6, 7/8 AND 17/18)



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WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

1ST FLOOR PLAN

Drafted on April 6, 2026

SHEET 7 OF 8

2018.0328.01

WILLOW GROVE CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

SIGNATURES

OWNER'S CERTIFICATE

As an Agent of Willow Grove Condos LLC, Owner, I hereby certify that we have caused the land described on this map to be surveyed, divided and mapped as represented on this Plat. We also do further certify that this Plat is required to be submitted to the following for approval or objection: The Village of Pleasant Prairie.

Dated on this _____ day of _____ , 2026.

_____
Agent

STATE OF WISCONSIN

COUNTY OF KENOSHA } S.S.

Personally came before me this _____ day of _____ , 2026, _____ _____, Agent of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature: _____

Print Name: _____

Notary Public, _____, Wisconsin

My Commission Expires: _____

SEAL

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this ____ day of _____, 2026.

_____
Michael R. Pollocoff, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this ____ day of_____, 2026.

_____ _____ Attest: _____
David J. Klimisch, Village President Jane C. Snell, Village Clerk

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

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

Drafted on April 6, 2026

Residential Development Plans Application
(requiring Plan Commission approval)

Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262.925.6717
Email: communitydevelopment@pleasantprairiewi.gov

APPROVAL REQUESTED

☑	Final Residential Development Plans	☐	New Building(s)
☐	Preliminary Residential Development Plans	☐	Building Addition
☐	Digital Security Imaging System (DSIS Agreement and Easement)		

GENERAL INFORMATION

Development Name
Willow Grove Condominium

Property Location/Address
88th Avenue & 68th Street

Tax Parcel Number(s)
92-4-122-043-0200

Projected Start Date	Projected Occupancy Date
7-27-2026	5-1-2027

Detailed Description of Proposed Project and Use
Condominium development including 9 residential buildings with 18 total living units.

Current Zoning District(s)	Proposed Zoning District(s)
R-4 (UHO)	R-8 (PUD)

SITE INFORMATION

sq. ft.		Gross site area (ac.)	6.21
270,527	Gross site area		
50,201	Right-of-way to be dedicated	**sq. ft.**	
3,860	Wetland area to remain	4,055	Wetland area to be filled
N/A	Floodplain area to remain	N/A	Floodplain area to be filled
N/A	Other environmental areas to remain	N/A	Other environmental areas to be filled
216,466	Net residential area (gross area minus right-of-way, wetland, floodplain and other environmental areas to remain)		
		%	
93,521	Impervious area	43.2	% of impervious area
122,945	Open space/landscape area	56.8	% of open space area

PROPOSED BUILDING AND UNIT COUNT INFORMATION

9	Number of residential buildings	☐	Club house (if yes check box)
2	Number of different building types	☐	Detached garages (if yes check box)
2	Number of units/building type 1		Total number of efficiency units
2	Number of units/building type 2		Total number of 1 bedroom units
	Number of units/building type 3		Total number of 2 bedroom units
	Number of units/building type 4		Total number of 3 bedroom units
	Number of units/building type 5	18	**Total number of living units**

PROPOSED PARKING

40	Number of regular parking spaces
N/A	Number of handicapped accessible parking spaces
40	**Total number of parking spaces**
0	Number of enclosed parking spaces detached from the residential building
40	Number of enclosed parking spaces attached to the residential building
40	**Total number of enclosed parking spaces**
8	Number of attached parking spaces/building type 1
10	Number of attached parking spaces/building type 2
	Number of attached parking spaces/building type 3
	Number of attached parking spaces/building type 4
	Number of attached parking spaces/building type 5

MINIMUM SUBMITTAL REQUIREMENTS

See Article IX. A of Chapter 420 of Village Municipal Code for specific requirements for each plan)

Provide 3 full size plan sets and a pdf of all documents

☑	Title sheet	☑	Building plans
☑	Survey	☑	Lighting plan
☑	Site plan	☑	Landscape and open space plan
☑	Grading and drainage plans	☐	Signage plan
☐	Development phasing plan	☐	Digital Security Imaging System (DSIS) information per Chapter 410 of Village Municipal Code

The Village may require additional information be submitted to ensure that all Village requirements and ordinances are being met. Two or more plans may be combined, provided that all of the information submitted on the combined plan is clearly legible, but in no case shall the combined plans fail to show any of the information required for each individual plan.

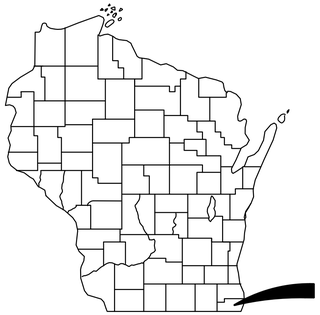
REQUIRED SIGNATURES

I hereby certify that all the above statements and all attachments submitted with this application are true and correct to the best of my knowledge, and I further understand that the following shall apply:

- No use shall be conducted in such a way as to constitute a public or private nuisance.
- No use shall be conducted in such a way as to violate any of the performance standards set out in §420-38 of the Village Zoning Ordinance.
- No owner, occupant or user of real property shall conduct a use so intensively that there is inadequate provision of on-site parking spaces and/or loading spaces to accommodate the needs of such use.
- All buildings, structures, site improvements and sites shall be maintained in a safe, structurally sound, neat, well-cared-for and attractive condition.
- No use shall create or significantly exacerbate unsafe traffic conditions on any street or highway in the Village.

PROPERTY OWNER	**APPLICANT**
Print Owners Name: Willow Grove Condos LLC	Company Name: Willow Grove Condos LLC
Print Name of Signatory: Dustin Harpe	Print Name of Signatory: Dustin Harpe
Signature: DocuSigned by: [signature]	Signature: DocuSigned by: [signature]
Mailing Address: 8501 75th St, Suite H	Mailing Address: 8501 75th St, Suite H
City/State/ZIP: Kenosha, WI 53142	City/State/ZIP: Kenosha, WI 53142
[redacted]	
Date: April 16, 2026	Date: April 16, 2026

CONSTRUCTION PLANS
for
WILLOW GROVE CONDOMINIUM
SITE GRADING, DRAINAGE, UTILITY AND PAVEMENT IMPROVEMENTS
for
WILLOW GROVE CONDOS LLC
PLEASANT PRAIRIE, WISCONSIN



SHEET INDEX

Plan Sheet	Sheet No.
TITLE SHEET	1 OF 19
EXISTING CONDITIONS & SITE DEMOLITION PLAN	2 OF 19
DIMENSIONED SITE PLAN	3 OF 19
MASTER UTILITY PLAN	4 OF 19
SITE GRADING & EROSION CONTROL PLAN	5 OF 19
SANITARY SEWER & WATER MAIN PLAN & PROFILES	6 OF 19
ROADWAY & STORM SEWER PLAN & PROFILES	7 OF 19
STORM SEWER EASEMENT PLAN & PROFILES	8 OF 19
CUL-DE-SAC DETAIL	9 OF 19
TYPICAL SECTIONS & CONSTRUCTION DETAILS	10-15 OF 19
ROADWAY CROSS-SECTIONS	16-19 OF 19
LANDSCAPE PLAN	L-1.0 - L-3.0

LEGEND

Description	Existing	Proposed
EDGE OF WOODS		
DECIDUOUS TREE		
DECIDUOUS TREE REMOVAL		
CONIFEROUS TREE		
CONIFEROUS TREE REMOVAL		
BUSH		
SOIL BORING	SB 1	
TELEPHONE BOX	T	
GUY WIRE		
UTILITY POLE		
GAS VALVE	GV	
GAS METER		
SEPTIC VENT		
ELECTRIC MANHOLE		
COMMUNICATION MANHOLE		
WATER MANHOLE	W	
HVAC UNIT		
UNDERGROUND VAULT		
SECTION CORNER		
MAIL BOX		
GUARD POST		
STREET SIGN		
ELECTRIC PEDESTAL		
ELECTRIC METER		
PAD MOUNT TRANSFORMER		
FOUND 1.25" IRON PIPE		
SET 5/8" rebar IRON PIPE		

Description	Existing	Proposed
WATER SHUT OFF		
WATER MAIN VALVE	WV	
HYDRANT		
WATER MAIN REDUCER		
SANITARY MANHOLE	S	
SANITARY CLEAN OUT		
STORM MANHOLE	D	
CATCH BASIN		
LIGHT POLE		
ENDWALL		
STORM SEWER	STM	
SANITARY SEWER	SAN	
WATERMAIN	W	
CONTOURS	650	650
FIRE PROTECTION		FP
UTILITY CROSSING		
DITCH OR SWALE		
CULVERT	12" CMP	12" CMP
RAILROAD TRACKS		
FENCE	X X	
NO VEHICULAR ACCESS		
UNDERGROUND ELECTRIC	E	
UNDERGROUND GAS MAIN	G	
UNDERGROUND COMMUNICATIONS	CM	
SILT FENCE	//	
OVERHEAD ELECTRIC	OHE	
FORCE MAIN	\	
GAS MAIN	G	

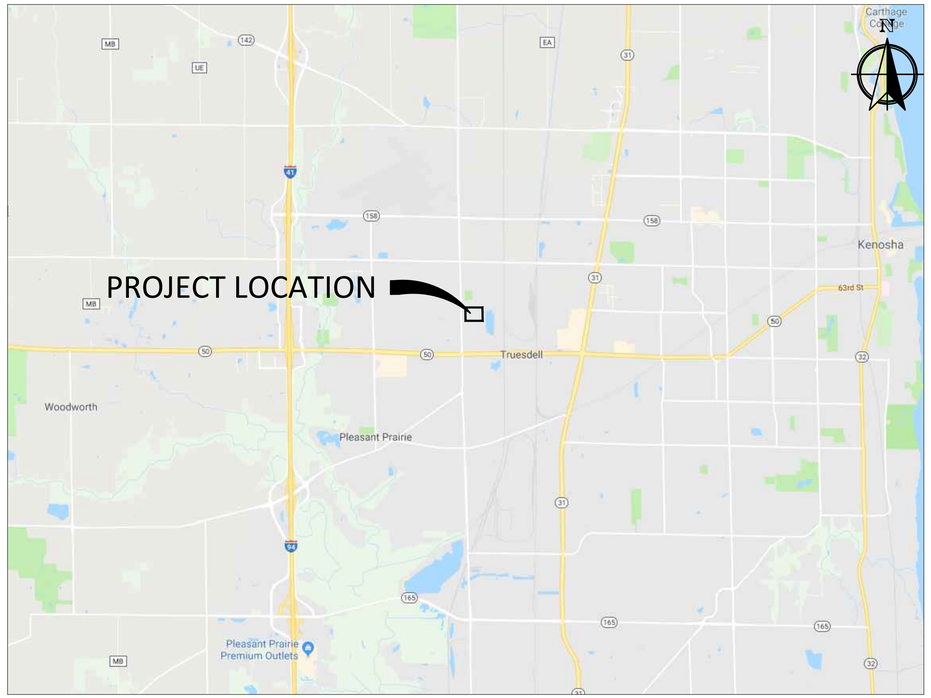
BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

FIELD WORK: 12-17-2019 BY: ETM / BME / JWR
12-18-2019
12-19-2019

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

ABBREVIATIONS

BASE LINE	BL	INVERT ELEVATION	I.E.
LONG CORD OF CURVE	CHD	LENGTH OF CURVE	ARC
CURB AND GUTTER	CANDG	MANHOLE	MH
CATCH BASIN	CB	NORMAL WATER LEVEL	NWL
CENTERLINE	CL	POINT OF CURVATURE	PC
EDGE OF PAVEMENT	EOP	POINT OF TANGENCY	PT
EXISTING	EX	TANGENCY OF CURVE	TAN
FINISHED FIRST FLOOR	FFF	POINT OF VERTICAL INTERSECTION	PVI
FINISHED GRADE	FG	PROPOSED	PROP
FLOW LINE	FL	RADIUS	R
FLOODPLAIN	FP	RIGHT OF WAY	ROW
ORDINARY HIGH WATER MARK	OHWM	SANITARY SEWER	SAN
TOP OF BANK	TOB	STORM SEWER	STM
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM



PRE-CONSTRUCTION NOTE

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING (OWNER'S REPRESENTATIVE, OWNER'S ENGINEER, GENERAL CONTRACTOR, VILLAGE ENGINEER, VILLAGE BUILDING INSPECTOR, FIRE AND RESCUE INSPECTOR, GRADING AND UTILITY CONTRACTORS, AND ZONING ADMINISTRATOR) MUST BE HELD AT THE VILLAGE'S OFFICES. THE PRE-CONSTRUCTION MEETING SHALL BE COORDINATED, SCHEDULED, AND MODERATED BY THE DESIGN ENGINEER OF RECORD. SEE VILLAGE CHECKLISTS FOR PRE-CON MEETING.

UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.

BENCH MARKS

1. TOP NUT OF HYDRANT
   NORTHEAST FACE POWER POLE
   ELEVATION: 697.59

2. TOP NUT OF HYDRANT
   68TH STREET DEAD END
   ELEVATION: 699.76

VILLAGE COORDINATION NOTE

EACH CONTRACTOR SHALL HAVE COPY OF THE VILLAGE APPROVED PLANS, PROJECT MANUAL, AND THE VILLAGE CONSTRUCTION SPECIFICATIONS ON-SITE DURING TIMES OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATIONS ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.

EROSION CONTROL NOTE

ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO THE CONSTRUCTION AND SHALL CONFORM TO THESE PLANS AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSTRUCTION SITE EROSION CONTROL AND TECHNICAL STANDARDS.

OWNER

WILLOW GROVE CONDOS, LLC
DUSTIN HARPE
8501 75TH STREET, SUITE H
KENOSHA, WI 53142
OFFICE: 262-694-1677
EMAIL: sales@harpedevelopment.com

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

GOVERNING AGENCY CONTACTS

PLEASANT PRAIRIE VILLAGE HALL
9915 39TH STREET
PLEASANT PRAIRIE, WI 53158
OFFICE: (262) 694-1400

- COMMUNITY DEVELOPMENT DEPARTMENT
ROB HANSON
COMMUNITY DEVELOPMENT DIRECTOR
OFFICE: (262) 925-6717
EMAIL: rhanson@pleasantprairiewi.gov

PEGGY HERRICK
- ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
OFFICE: (262) 925-6716
EMAIL: pherrick@pleasantprairiewi.gov

MIRANDA STEINMETZ
- PLANNER II
OFFICE: (262) 925-6711
EMAIL: msteinmetz@pleasantprairiewi.gov

- ENGINEERING DEPARTMENT
MATT FINEOUR, P.E.
- EXECUTIVE DIRECTOR OF INFRASTRUCTURE MANAGEMENT
OFFICE: (262) 925-6778
EMAIL: mfineour@pleasantprairiewi.gov

KURT DAVIDSEN, P.E.
- VILLAGE ENGINEER
OFFICE: (262) 925-6728
EMAIL: kdavidsen@pleasantprairiewi.gov

-PUBLIC WORKS DEPARTMENT
TOM HUPP
- DIRECTOR OF PUBLIC WORKS
ROGER PRANGE MUNICIPAL BUILDING
8600 GREEN BAY ROAD
OFFICE: (262) 925-6768
EMAIL: thupp@pleasantprairiewi.gov

- BUILDING INSPECTION DEPARTMENT
SANDRO PEREZ
- DIRECTOR OF BUILDING INSPECTIONS
OFFICE: (262) 694-9304
DIRECT: (262) 925-6722
EMAIL: sperez@pleasantprairiewi.gov

MICHAEL KAPRELIAN
- BUILDING INSPECTOR
OFFICE: (262) 694-9304
EMAIL: mkaprelian@pleasantprairiewi.gov

-PLEASANT PRAIRIE FIRE & RESCUE DEPARTMENT
CRAIG ROEPKE
- CHIEF OF FIRE & RESCUE
8044 88TH AVENUE
OFFICE: (262) 694-8027
EMAIL: croepke@pleasantprairiewi.gov

AARON LONGRIE
- ASSISTANT FIRE CHIEF
OFFICE: (262) 694-8027
EMAIL: alongrie@pleasantprairiewi.gov

PUBLIC UTILITY CONTACTS

-AMERICAN TRANSMISSION COMPANY
BRIAN MCGEE
OFFICE: (262) 506-6895
EMAIL: bmcgee@atcllc.com
EMERGENCY NUMBER: (800) 972-5341

- AT&T
BRENT LEWIS
-MANAGER OSP PLANNING & ENGINEERING DESIGN
OFFICE: (414) 429-4214
EMAIL: bl521d@att.com

- TDS TELECOM
SOUTHEAST WISCONSIN
OFFICE: (877) 483-7142

- WEC ENERGY GROUP
JOEL BUROW
- CEM MANAGER
OFFICE: (414) 221-3192
EMAIL: joel.burrow@wecenergygroup.com

- SPECTRUM
STEVE CRAMER
- UTILITY COORDINATOR
OFFICE: (414) 277-4045
EMAIL: steve.cramer@charter.com
EMERGENCY NUMBER: (800) 627-2288

-WISCONSIN D.O.T.
ART BAUMANN
-TRAFFIC OPERATIONS ENGINEER
OFFICE: (262) 548-6707
EMAIL:art.baumann@dot.wi.gov

KEVIN KOEHNKE, P.E.
-PERMITS COORDINATOR
OFFICE: (262) 548-5891
EMAIL: kevin.koehnke@dot.wi.gov

- WE-ENERGIES
ALLIE KLAWINSKI
- SR. SERVICE MANAGER
OFFICE: (262) 552-3227
EMAIL: allie.klawinski@we-energies.com

MICHAEL BAKER
- CUSTOMER SERVICE MANAGER
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EMAIL: michael.baker@we-energies.com

HUSSAIN BIYAWERWALA
- SENIOR ENGINEER
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EMAIL: hussain.biyawerwala@we-energies.com

BRANDON ERTS
- GAS ENGINEERING
OFFICE: (414) 221-3654
EMAIL: brandon.erts@we-energies.com

NATURAL GAS EMERGENCY: (800) 261-5325
ELECTRICAL EMERGENCY: (800) 662-4797

- WI DEPARTMENT OF NATURAL RESOURCES
SONYA PONZI
WATER RESOURCE SPECIALIST
OFFICE: 608-598-0346
EMAIL: sonya.ponzi@wisconsin.gov

PETER WOOD, P.E.
- WATER RESOURCES ENGINEER
OFFICE: (262) 884-2360
EMAIL: peter.wood@wisconsin.gov

-KENOSHA COUNTY
GREGORY BOLDT, P.E.
-DIRECTOR / HIGHWAY COMISSIONER
DIVISION OF HIGHWAYS - PUBLIC WORKS
OFFICE: (262) 857-1870
CELL: (262) 220-0805
EMAIL: gregory.boldt@kenoshacountywi.gov

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

WILLOW GROVE CONDOMINIUM
SITE GRADING, DRAINAGE, UTILITY AND PAVEMENT IMPROVEMENTS
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

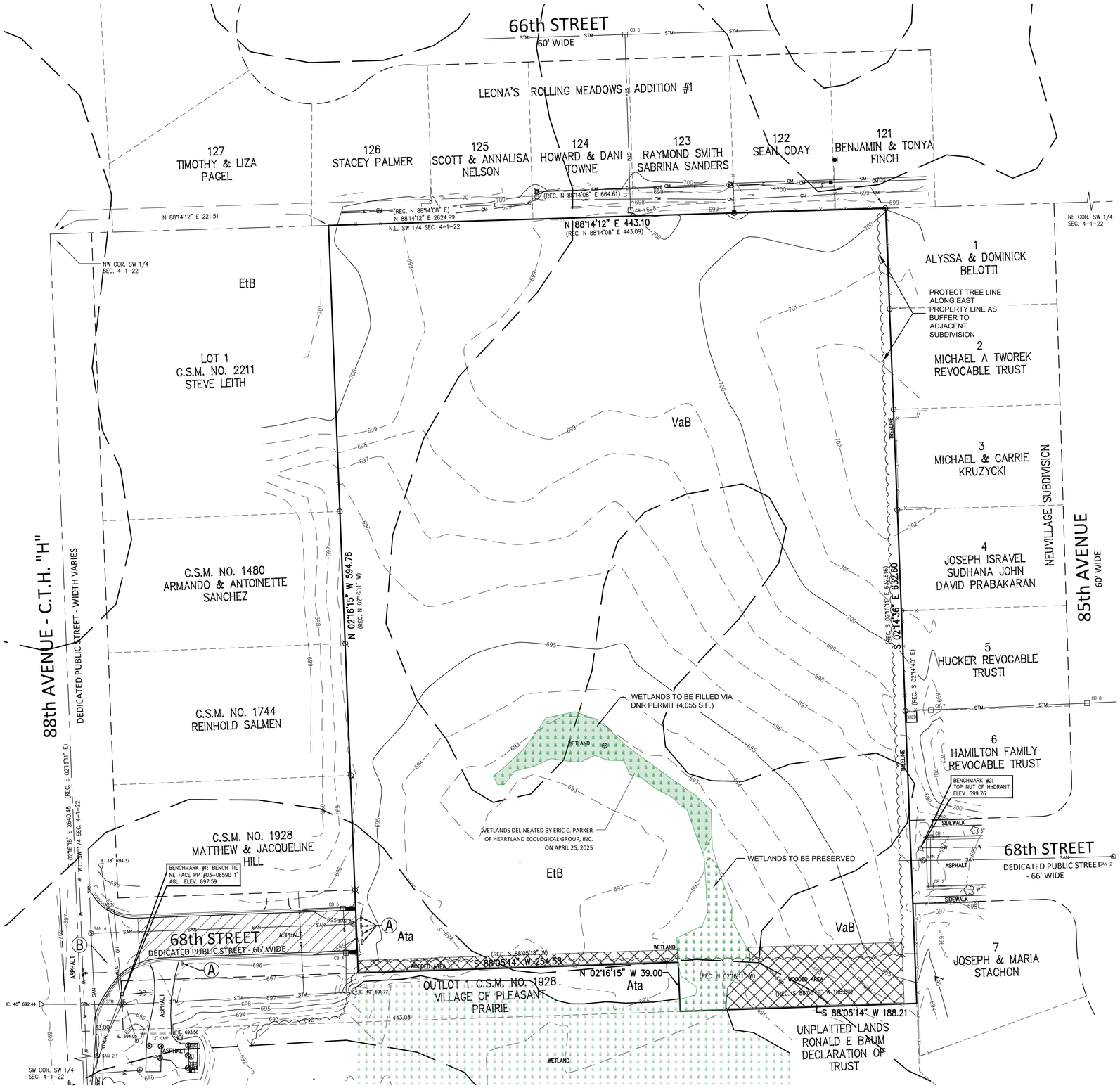
NO.	REVISION	BY	DATE

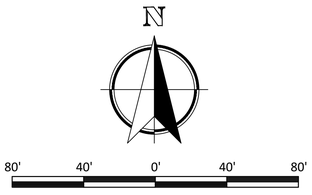
PROJ. MGR: MDE
DRAFTED: JGO
DATE: 4-16-2026
CHECKED: MDE
DATE: 4-16-2026

2018.0328.01

SHEET 1 OF 19

ISSUE FOR REVIEW: 4-16-2026





SITE DEMOLITION LEGEND

- REMOVE CURB & GUTTER
- REMOVE & REPLACE PAVEMENT *
- CLEAR & GRUB TREES
- SAW CUT PAVEMENT (FULL DEPTH)
- (A) REMOVE END OF ROAD MARKERS AND SALVAGE TO VILLAGE (5 TOTAL)
- (B) PART OR ALL OF DRIVEWAY APRON TO BE RE-PAVED BASED ON WATERMAIN PATCHING AND/OR CONDITION DUE TO CONSTRUCTION IMPACTS. CONTRACTOR TO COORDINATE WITH VILLAGE.

* PAVEMENT NOTES:
1. EXACT LIMITS OF ASPHALT REPLACEMENT ON 68TH STREET TO BE DETERMINED IN FIELD BY THE VILLAGE.
2. THE EXISTING ROAD WAS DESIGNED FOR 3" PAVEMENT OVER 10" COMPACTED BASE. HOWEVER, ONLY THE 1½" BINDER COURSE WAS CONSTRUCTED. NEW PAVEMENT SHALL BE 5" ASPHALT AT FINISHED DESIGN GRADE, REQUIRING 2" OF EXISTING BASE LAYER TO BE REMOVED.

EXISTING UTILITY DATA

STM 1
RIM 697.01
IE. 18" N 692.61
IE. 40" E 691.96
IE. 18" S 692.41
IE. 40" W 692.21

SAN 1
RIM 696.24
IE. 8" W 687.24
IE. 8" E 687.24

SAN 2
RIM 700.61
IE. 8" N 686.46
IE. 8" W 686.56
IE. 8" S 686.46

SAN 3
RIM 695.09
IE. 8" W 686.04
IE. 8" E 686.04

SAN 4
RIM 696.51
IE. 8" N 684.91
IE. 8" E 685.06
IE. 8" S 684.91

CB 1
RIM 696.35
IE. 12" S 691.75

CB 2
RIM 696.27
IE. 12" N 691.37

CB 3
RIM 697.51
IE. 12" N 694.51

CB 4
RIM 694.58*
IE. 12" N 691.83
IE. 12" S 691.83

CB 5
RIM 694.69*
IE. 12" S 691.04

CB 6
RIM 699.53
IE. 12" W 694.33
IE. 12" S 694.38
IE. 12" E 694.28

CB 7
RIM 697.99
IE. 10" E 695.54

CB 8
RIM 698.93
IE. 10" W 694.73
IE. 10" E 694.63

SAN 2.1
RIM 695.68
IE. 8" N/S 684.63
IE. 8" W 684.58

NOTES:

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

FIELD WORK: 10-16-2018 BY: WJB
12-17-2019 BY: ETM / BME
12-18-2019 BY: ETM / BME
12-19-2019 BY: ETM / JWR
01-07-2020 BY: ETM / BME

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

LEGEND:

- STORM MANHOLE
- CATCH BASIN
- STM STORM SEWER
- SANITARY MANHOLE
- SAN SANITARY SEWER
- VENT PIPE
- HYDRANT
- E ELECTRIC LINE
- GUARD POST
- WATER VALVE
- W WATER MAIN
- ELECTRIC PEDESTAL
- ELECTRIC METER
- POWER POLE
- GUY WIRE
- PAD MOUNT TRANSFORMER
- CM COMMUNICATION LINE
- WETLAND SOIL PIT
- DECIDUOUS TREE
- CONIFEROUS TREE
- COMMUNICATION BOX
- LIGHT POLE
- YARD LIGHT
- G GAS MAIN
- GAS METER
- SIGN
- MAILBOX
- X FENCE
- WATER CONTROL VALVE
- FOUND 1-1/4" IRON PIPE
- FOUND 1" IRON PIPE
- FOUND ANGLE IRON
- GENERATOR
- Ata SOIL CLASSIFICATION
- WETLAND FILL

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WILLOW GROVE CONDOMINIUM

EXISTING CONDITIONS & SITE DEMOLITION PLAN

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:	MDE
DRAFTED:	JGO
DATE:	4-16-2026
CHECKED:	MDE
DATE:	4-16-2026

2018.0328.01

SHEET 2 OF 19

ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 12:00:35 PM

03-122-04-232-126
STACEY PALMER
8625 66TH AVE

03-122-04-232-125
SCOTT NELSON
8617 66TH AVE

03-122-04-232-124
HOWARD TOWNE
8609 66TH AVE

03-122-04-232-123
RAYMOND SMITH
8601 66TH AVE

03-122-04-232-122
SEAN ODAY
8519 66TH AVE

03-122-04-232-121
BENJAMIN FINCH
8511 66TH AVE

N 88°14'12" E 221.51

25' SETBACK

UNITS 11 & 12
FYG: 700.44

UNITS 9 & 10
FYG: 700.44

UNITS 13 & 14
FYG: 700.93

UNITS 7 & 8
FYG: 700.26/696.26

UNITS 15 & 16
FYG: 700.93

UNITS 17 & 18
FYG: 700.05

UNITS 5 & 6
FYG: 700.29/696.29

UNITS 3 & 4
FYG: 699.07

UNITS 1 & 2
FYG: 697.04

PROPOSED STREET LIGHT

PROPOSED CBU MAILBOX LOCATION WITH CONCRETE PAD

RETENTION BASIN WITH FOUNTAIN

WETLANDS

WETLANDS

PROTECT TREE LINE ALONG EAST PROPERTY LINE AS BUFFER TO ADJACENT SUBDIVISION

91-4-122-043-0210
STEVE LEITH
6651 88TH STREET

91-4-122-043-0100
ARMANDO SANCHEZ
6719 88TH STREET

91-4-122-043-0105
REINHOLD SALMEN
6799 88TH STREET

91-4-122-043-0110
MATTHEW HILL
8780 68TH STREET

91-4-122-043-0115
VILLAGE OF PLEASANT PRAIRIE
88TH AVE

03-122-04-327-001
ALYSSA BELOTTI
6610 85TH AVE

03-122-04-327-002
MICHAEL TWOREK
6618 85TH AVE

03-122-04-327-003
MICHAEL KRUZYCKI
6702 85TH AVE

03-122-04-327-004
JOSEPH ISRAVEL
6710 85TH AVE

03-122-04-327-005
HUCKER REVOCABLE TRUST
6718 85TH AVE

03-122-04-327-006
HAMILTON FAMILY REVOCABLE TRUST
6724 85TH AVE

03-122-04-327-007
JOSEPH STACHON
6806 85TH AVE

88th AVENUE - C.T.H. "H"
DEDICATED PUBLIC STREET - WIDTH VARIES

86th AVENUE
DEDICATED PUBLIC STREET - 66' WIDE

85th AVENUE
60' WIDE

68th STREET
DEDICATED PUBLIC STREET - 66' WIDE

68th STREET
DEDICATED PUBLIC STREET - 66' WIDE

CB 1 CB 2 CB 3 CB 4 CB 5 CB 7 CB 8 SHED STM 1

N

60' 30' 0' 30' 60'

SCALE 1"= 30'

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EASEMENT LEGEND:
A. Dedicated Public Road.
B. Dedicated 12' Public Utility, Access and Maintenance Easement.
C. Dedicated 20' Storm Water Drainage, Access and Maintenance Easement.
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WILLOW GROVE CONDOMINIUM
DIMENSIONED SITE PLAN
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

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2018.0328.01

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ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 12:00:57 PM

N 88°14'12" E 221.51

88th AVENUE - C.T.H. "H"

DEDICATED PUBLIC STREET - WIDTH VARIES

03-122-04-232-126
STACEY PALMER
8625 66TH AVE

03-122-04-232-125
SCOTT NELSON
8617 66TH AVE

03-122-04-232-124
HOWARD TOWNE
8609 66TH AVE

03-122-04-232-123
RAYMOND SMITH
8601 66TH AVE

03-122-04-232-122
SEAN ODAY
8519 66TH AVE

03-122-04-232-121
BENJAMIN FINCH
8511 66TH AVE

03-122-04-327-001
ALYSSA BELOTTI
6610 85TH AVE

03-122-04-327-002
MICHAEL TWOREK
6618 85TH AVE

03-122-04-327-003
MICHAEL KRUZYCKI
6702 85TH AVE

03-122-04-327-004
JOSEPH ISRAVEL
6710 85TH AVE

03-122-04-327-005
HUCKER REVOCABLE TRUST
6718 85TH AVE

03-122-04-327-006
HAMILTON FAMILY REVOCABLE TRUST
6724 85TH AVE

03-122-04-327-007
JOSEPH STACHON
6806 85TH AVE

91-4-122-043-0210
STEVE LEITH
6651 88TH STREET

91-4-122-043-0100
ARMANDO SANCHEZ
6719 88TH STREET

91-4-122-043-0105
REINHOLD SALMEN
6799 88TH STREET

91-4-122-043-0110
MATTHEW HILL
8780 68TH STREET

91-4-122-043-0115
VILLAGE OF PLEASANT PRAIRIE
88TH AVE

UNIT 11 & 12
FYG: 700.44

UNIT 13 & 14
FYG: 700.93

UNIT 9 & 10
FYG: 700.44

UNIT 7 & 8
FYG: 700.26/696.26

UNIT 15 & 16
FYG: 700.93

UNIT 17 & 18
FYG: 700.05

UNIT 5 & 6
FYG: 700.29/696.29

UNIT 3 & 4
FYG: 699.07

UNIT 1 & 2
FYG: 697.04

25' SETBACK

STM EW 8.0
HYDRANT #3
STM CO 6.3
SAN 7.0
STM MH 6.2
STM MH 6.1
STM EW 7.0
STM CB 6.0
SAN 6.0
STM MH 5.0
STM CB 5.1
SAN 5.0
HYDRANT #2
SAN 4.0
STM CB 1.2
STM CB 1.1
STM EW 1.0
STM MH 2.0
SAN 3.0
STM MH 3.0
STM CB 4.1
STM CB 4.2
SAN 1.0
SAN 2.0
STM CB 4.4
STM CB 4.3
HYDRANT #1
IE. 18" 694.37
IE. 40" 691.77
0" 692.44
CONNECT TO EXISTING 8" WATERMAIN
EXISTING SUMP PUMP LATERAL
86th AVENUE
68th STREET
DEDICATED PUBLIC STREET - 66' WIDE
RETENTION BASIN WITH FOUNTAIN
WETLANDS
SHED

N

60' 30' 0' 30' 60'

SCALE 1"= 30'

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UTILITY PLAN LEGEND

- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER LATERAL
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED SUMP PUMP LATERAL (PUBLIC)
- PROPOSED SUMP PUMP LATERAL (PRIVATE)

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WILLOW GROVE CONDOMINIUM

MASTER UTILITY PLAN

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:	MDE
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SHEET 4 OF 19

ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 12:01:11 PM

SITE GRADING & EROSION CONTROL LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- 804.85 EXISTING YARD GRADE
- DRAINAGE SWALE CENTERLINE
- 804.85 SWALE CENTERLINE GRADE
- SILT FENCE
- STORM INLET PROTECTION
- EROSION MAT - CLASS I, TYPE B, URBAN
- EROSION MAT - CLASS III, TYPE B, URBAN
- STONE TRACKING PAD
- MEDIUM RIP RAP ON GEOTEXTILE FABRIC TYPE "HR"
- WETLAND BOUNDARY
- PROPOSED WETLAND FILL VIA DNR PERMIT (4,055 S.F.)

88th AVENUE - C.T.H. "H"

DEDICATED PUBLIC STREET - WIDTH VARIES

03-122-04-232-126 STACEY PALMER 8625 66TH AVE

03-122-04-232-125 SCOTT NELSON 8617 66TH AVE

03-122-04-232-124 HOWARD TOWNE 8609 66TH AVE

03-122-04-232-123 RAYMOND SMITH 8601 66TH AVE

03-122-04-232-122 SEAN ODAY 8519 66TH AVE

03-122-04-232-121 BENJAMIN FINCH 8511 66TH AVE

03-122-04-327-001 ALYSSA BELOTTI 6610 85TH AVE

03-122-04-327-002 MICHAEL TWOREK 6618 85TH AVE

03-122-04-327-003 MICHAEL KRUZYCKI 6702 85TH AVE

03-122-04-327-004 JOSEPH ISRAVEL 6710 85TH AVE

03-122-04-327-005 HUCKER REVOCABLE TRUST 6718 85TH AVE

03-122-04-327-006 HAMILTON FAMILY REVOCABLE TRUST 6724 85TH AVE

03-122-04-327-007 JOSEPH STACHON 6806 85TH AVE

91-4-122-043-0210 STEVE LEITH 6651 88TH STREET

91-4-122-043-0100 ARMANDO SANCHEZ 6719 88TH STREET

91-4-122-043-0105 REINHOLD SALMEN 6799 88TH STREET

91-4-122-043-0110 MATTHEW HILL 8780 68TH STREET

91-4-122-043-0115 VILLAGE OF PLEASANT PRAIRIE 88TH AVE

UNITS 1 & 2
FYG: 697.04
TOF: 697.71

UNITS 3 & 4
FYG: 699.07
TOF: 699.74

UNITS 5 & 6
FYG: 700.29/696.29
TOF: 700.96/696.96

UNITS 7 & 8
FYG: 700.26/696.26
TOF: 700.93/696.93

UNITS 9 & 10
FYG: 700.44
TOF: 701.11

UNITS 11 & 12
FYG: 700.44
TOF: 701.11

UNITS 13 & 14
FYG: 700.93
TOF: 701.60

UNITS 15 & 16
FYG: 700.93
TOF: 701.60

UNITS 17 & 18
FYG: 700.05
TOF: 700.72

25' SETBACK

86th AVENUE

RETENTION BASIN

INSTALL MEDIUM RIPRAP 8' W x 15' L x 1.5' D

PROTECTED WETLAND

PROTECT WETLANDS

68th STREET
DEDICATED PUBLIC STREET - 66' WIDE

85th AVENUE
60' WIDE

IE. 18" 694.37

IE. 40" 691.77

RETENTION BASIN
OUTLET CONTROL STRUCTURE 1.0
NORMAL WATER LEVEL: 691.00
1 – 8.0" ORIFICE @ 691.00
1 – 12.0" ORIFICE @ 692.20
48" STANDPIPE @ 693.80
60' – 15" RCP @ 0.27%
IE. 15" (SW) 691.00
* 2 YR. STORM – HWM: 691.96
* 100 YR. STORM – HWM: 693.72

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F. Dedicated Wetland Protection and Preservation, Access and Maintenance Easement

N

60' 30' 0' 30' 60'

SCALE 1"= 30'

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WILLOW GROVE CONDOMINIUM

SITE GRADING & EROSION CONTROL PLAN

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:	MDE
DRAFTED:	JGO
DATE:	4-16-2026
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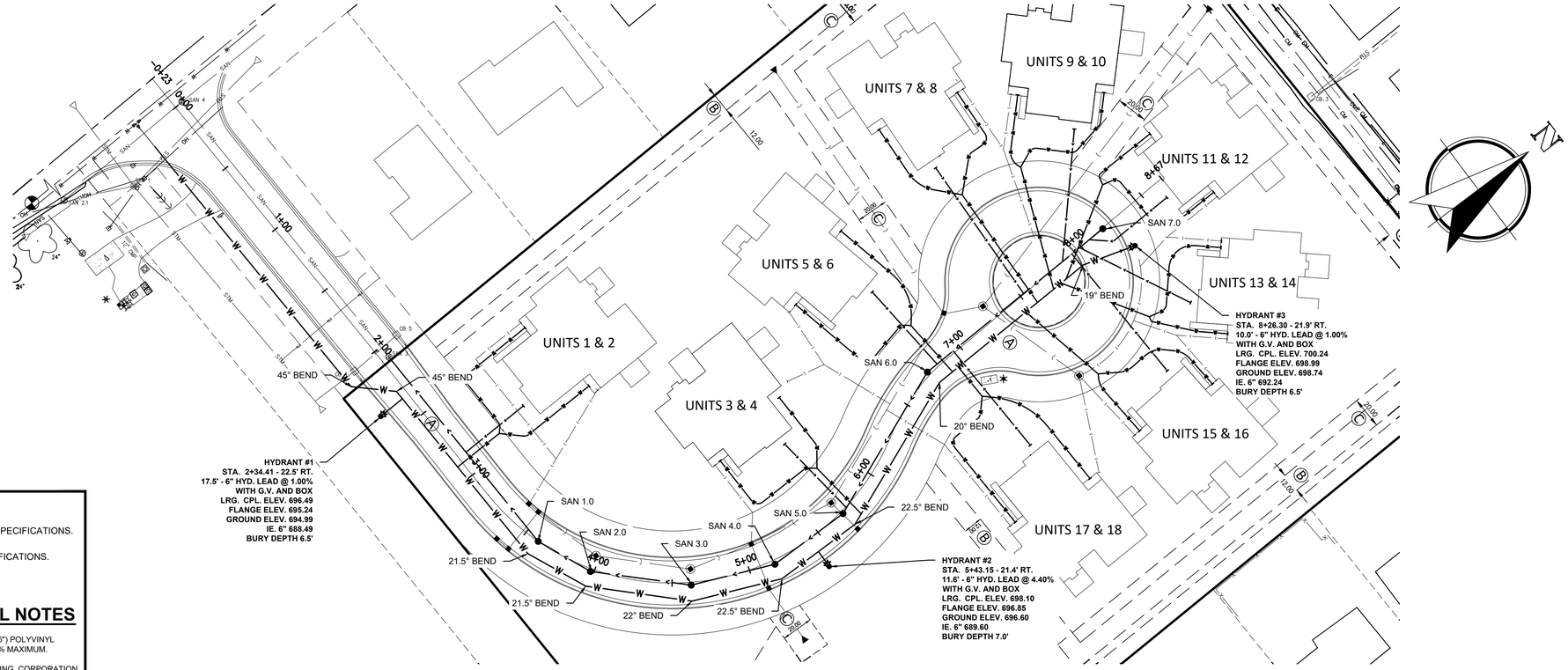
DATE:	4-16-2026

2018.0328.01

SHEET 5 OF 19

ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 12:01:04 PM



SCALES:
HORZ. 1"=40'
VERT. 1"=4'

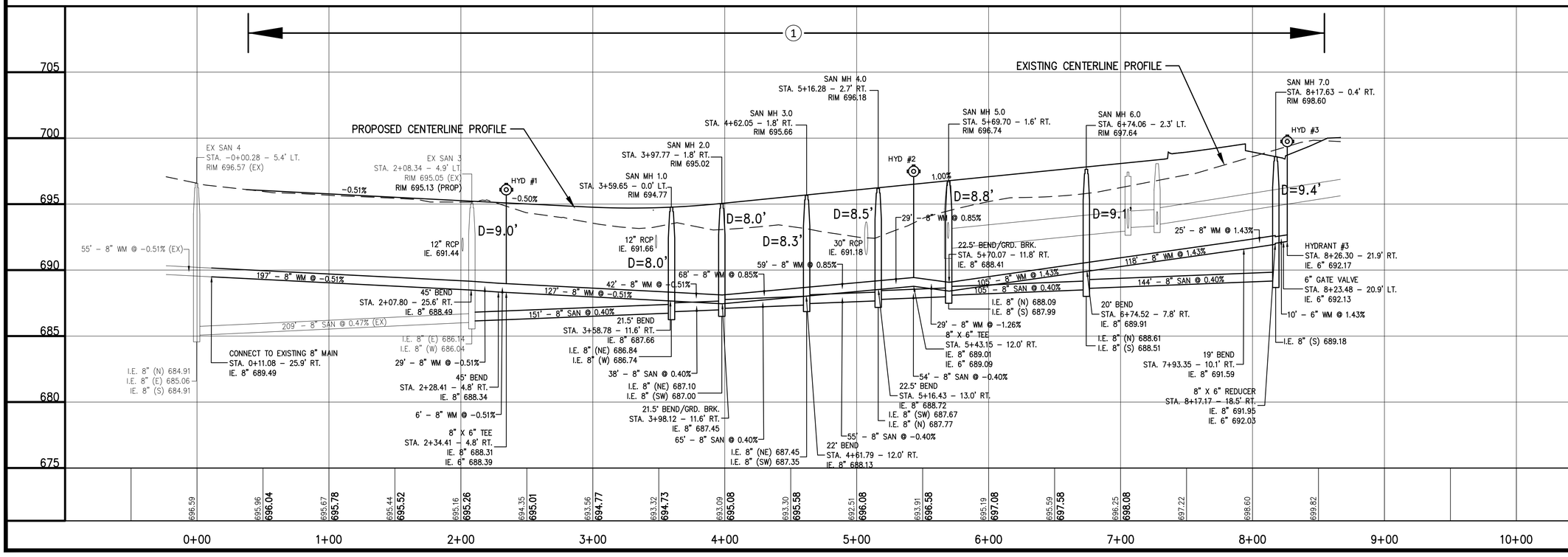
UTILITY BACKFILL NOTES

1. COMPACTED GRANULAR BACKFILL PER VILLAGE SPECIFICATIONS.
2. COMPACTED SPOIL BACKFILL PER VILLAGE SPECIFICATIONS.
3. SLURRY BACKFILL PER VILLAGE SPECIFICATIONS.

SEWER AND WATER LATERAL NOTES

DOUBLE UNIT SANITARY SEWER LATERALS SHALL BE SIX INCH (6") POLYVINYL CHLORIDE (PVC) INSTALLED AT 2.08% SLOPE MINIMUM AND 4.16% MAXIMUM.

ALL WATER LATERALS SHALL BE 1 1/2" POLYETHYLENE (PE) TUBING. CORPORATION STOPS, CURB VALVES AND CURB BOXES SHALL BE INSTALLED ONE FOOT (1') INSIDE OF RIGHT-OF-WAY PER VILLAGE SPECIFICATIONS.



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WILLOW GROVE CONDOMINIUM
86TH AVENUE
SANITARY SEWER & WATERMAIN
STA. 0+00.00 - 9+69.00
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE
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2018.0328.01

SHEET 6 OF 19

ISSUE FOR REVIEW: 4-16-2026

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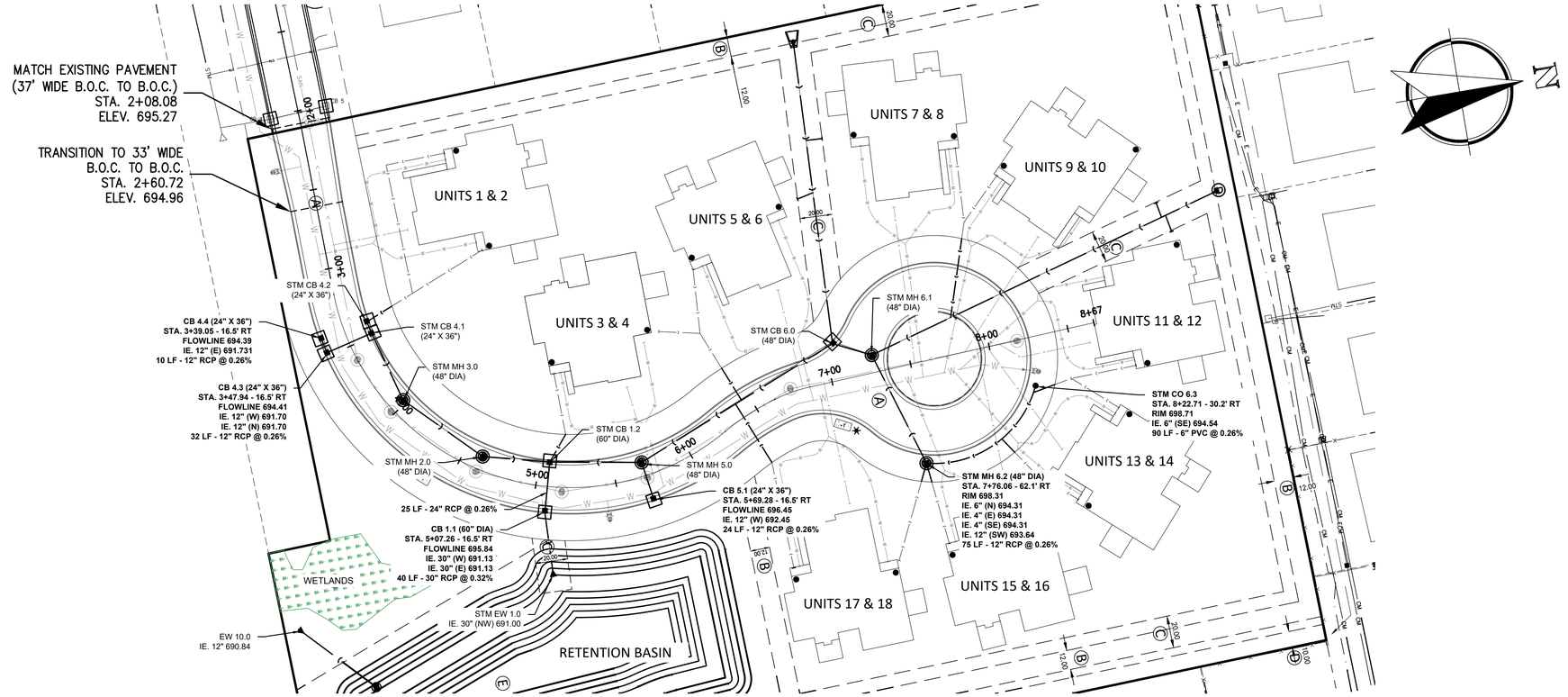
Thursday, April 16, 2026



86th AVENUE

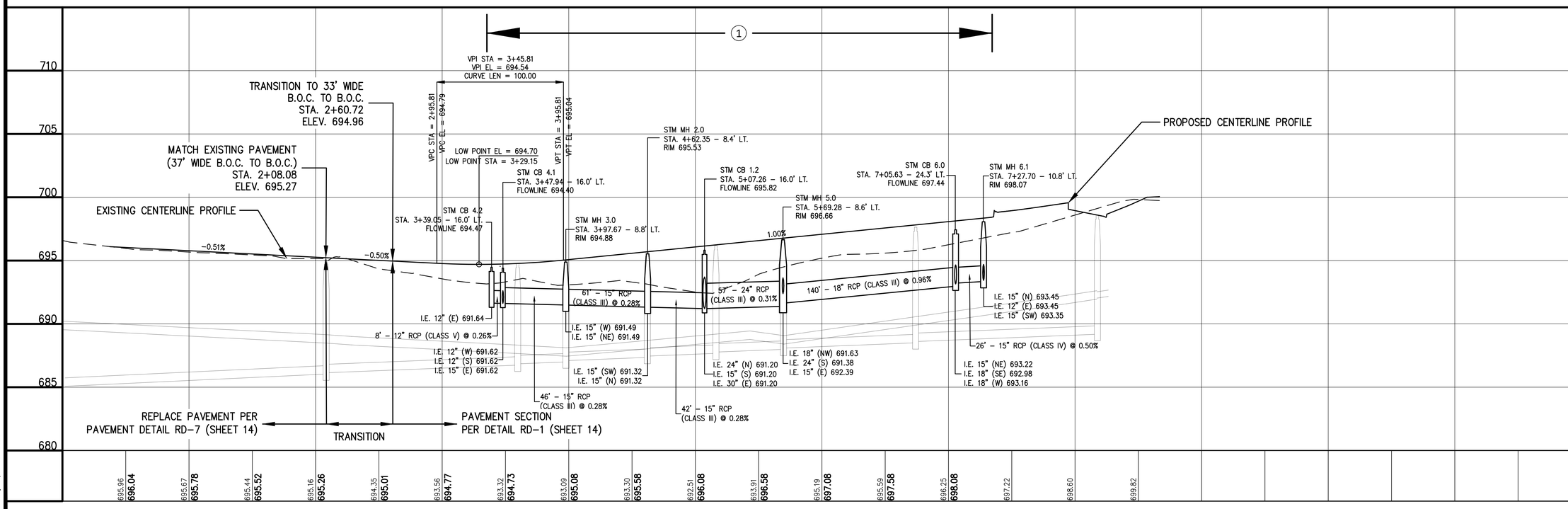
UTILITY BACKFILL NOTES

1. COMPACTED GRANULAR BACKFILL PER VILLAGE SPECIFICATIONS.
2. COMPACTED SPOIL BACKFILL PER VILLAGE SPECIFICATIONS.
3. SLURRY BACKFILL PER VILLAGE SPECIFICATIONS.

STORM LATERALS

SUMP PUMP LATERALS SHALL BE 4" PVC CONFORMING TO ASTM D3034, SDR-26 AT 2.08% (MINIMUM).

SCALES:
HORZ. 1"=40'
VERT. 1"=4'



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WILLOW GROVE CONDOMINIUM
86TH AVENUE
ROADWAY & STORM SEWER
STA. 0+00.00 - 9+69.00
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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SHEET 7 OF 19

ISSUE FOR REVIEW: 4-16-2026

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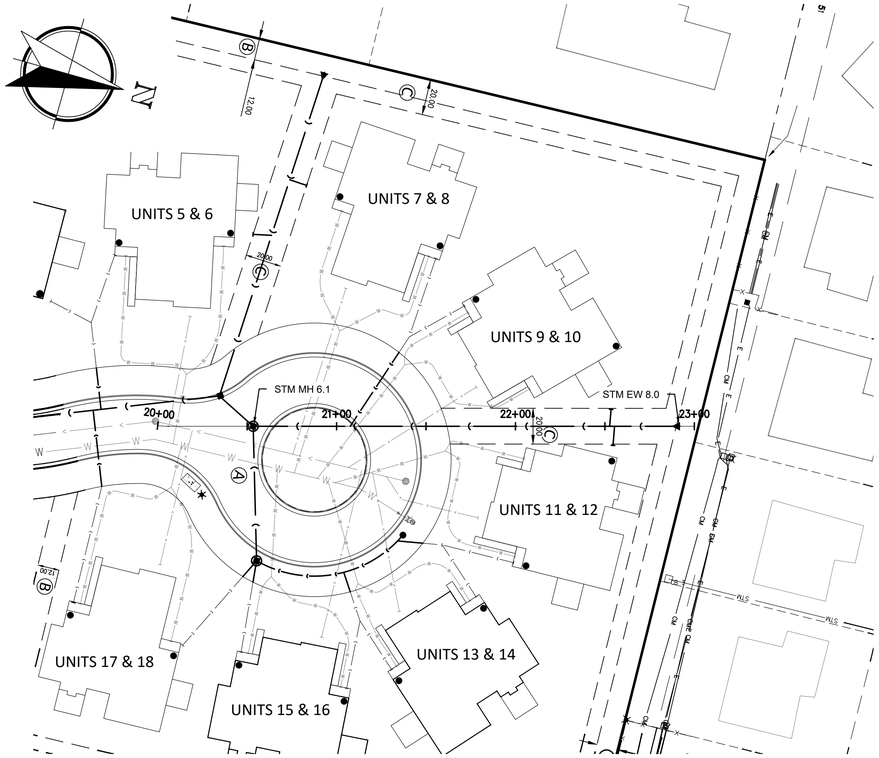
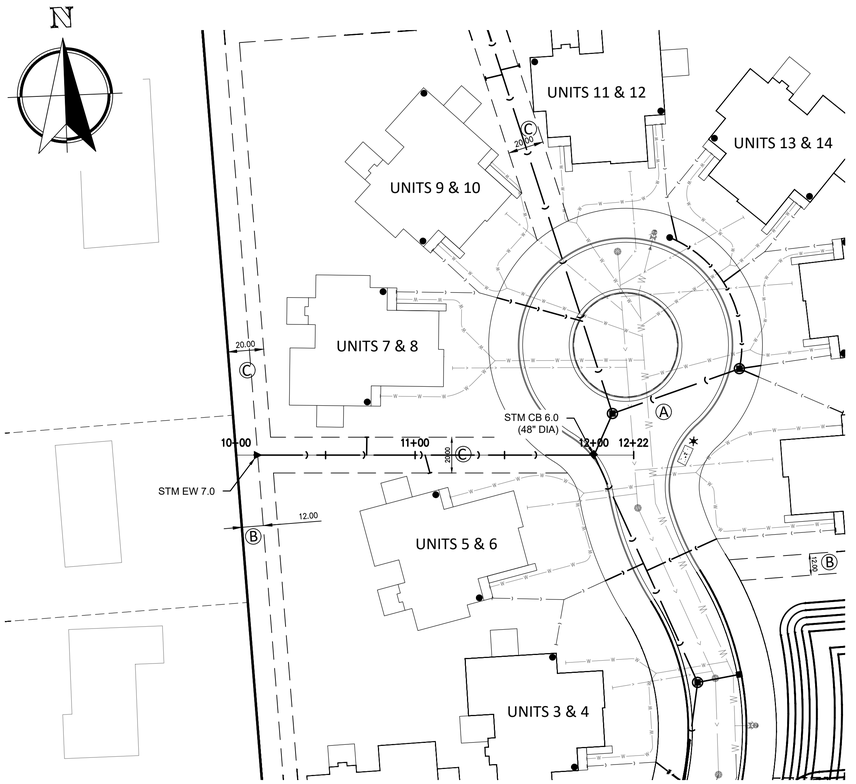
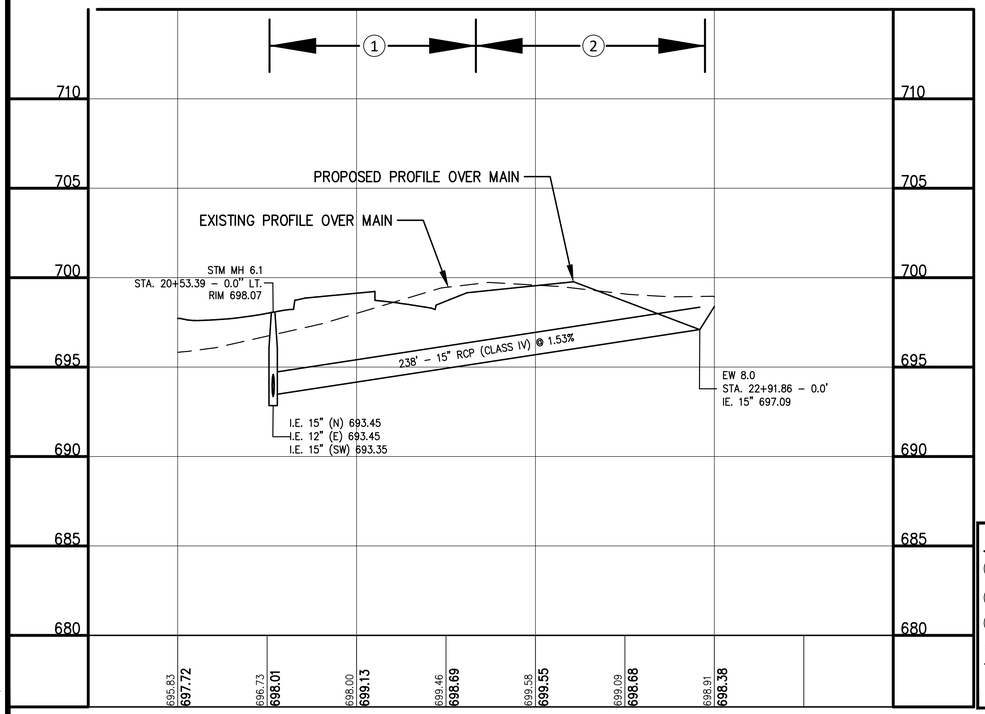


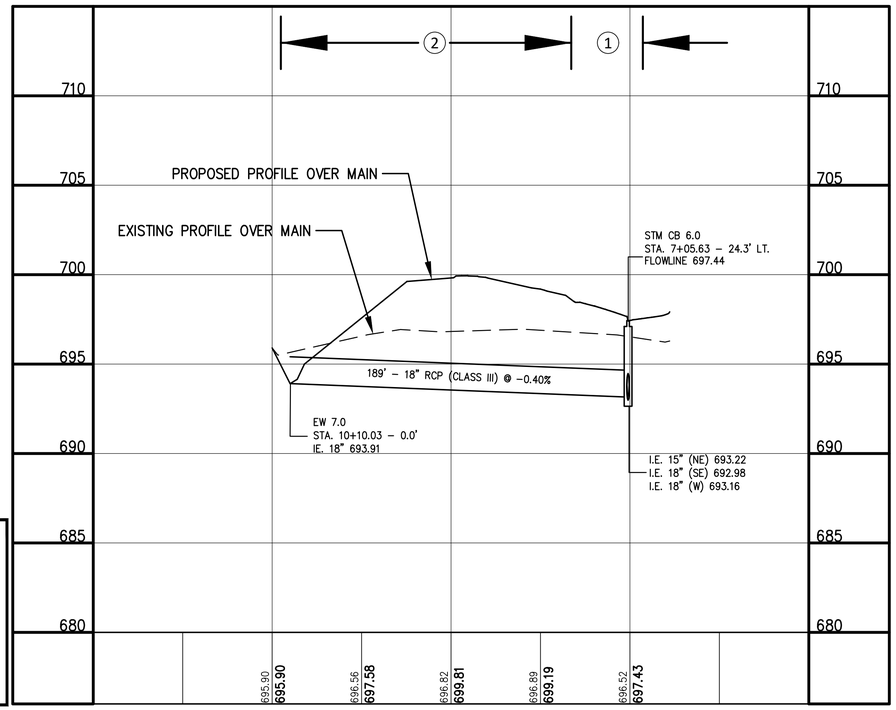
MH 3.1 - CB 5.0



EW 4.0 - CB 3.0

SCALES:
HORZ. 1"=40'
VERT. 1"=4'





UTILITY BACKFILL NOTES

1. COMPACTED GRANULAR BACKFILL PER VILLAGE SPECIFICATIONS.
2. COMPACTED SPOIL BACKFILL PER VILLAGE SPECIFICATIONS.
3. SLURRY BACKFILL PER VILLAGE SPECIFICATIONS.

STORM LATERALS

SUMP PUMP LATERALS SHALL BE 4" PVC CONFORMING TO ASTM D3034, SDR-26 AT 2.08% (MINIMUM).

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WILLOW GROVE CONDOMINIUM

STORM SEWER EASEMENTS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

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SHEET 8 OF 19

ISSUE FOR REVIEW: 4-16-2026

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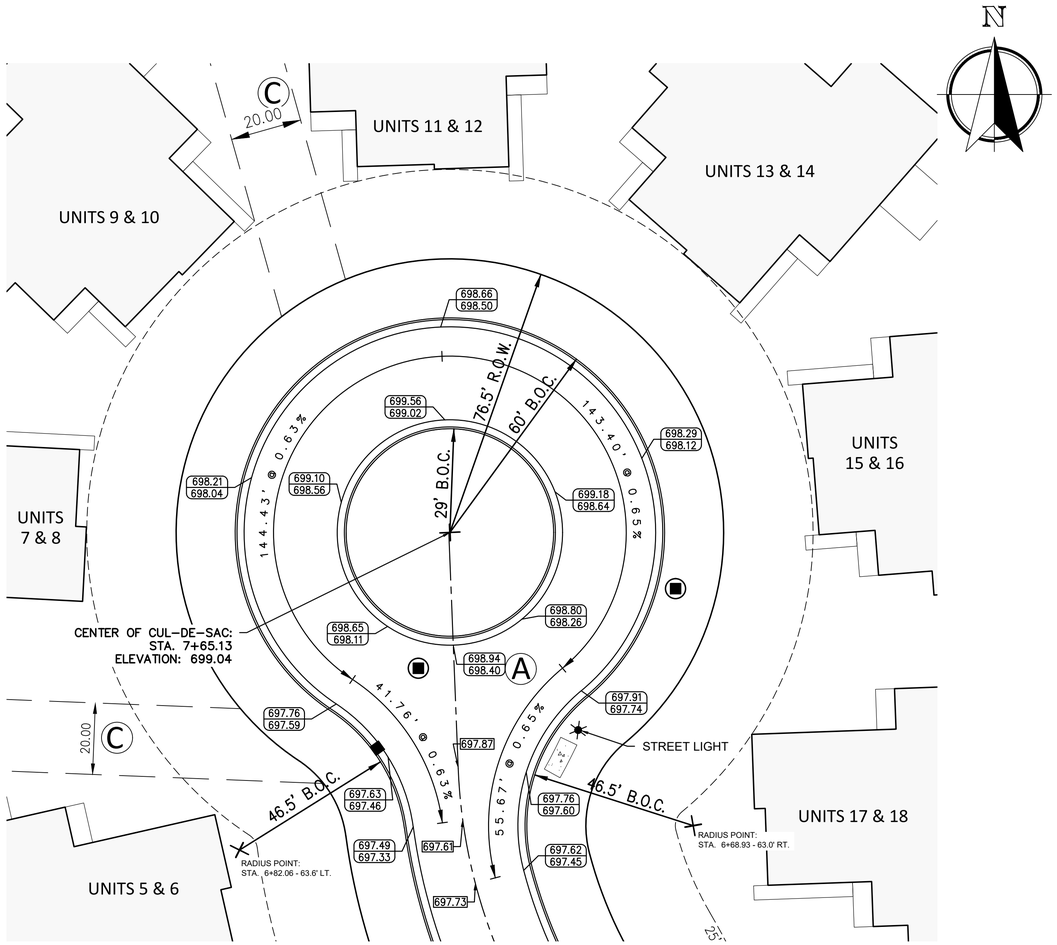

86TH AVENUE

SCALE 1"=20'

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WILLOW GROVE CONDOMINIUM

CUL-DE-SAC DETAIL

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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SHEET 9 OF 19

ISSUE FOR REVIEW: 4-16-2026

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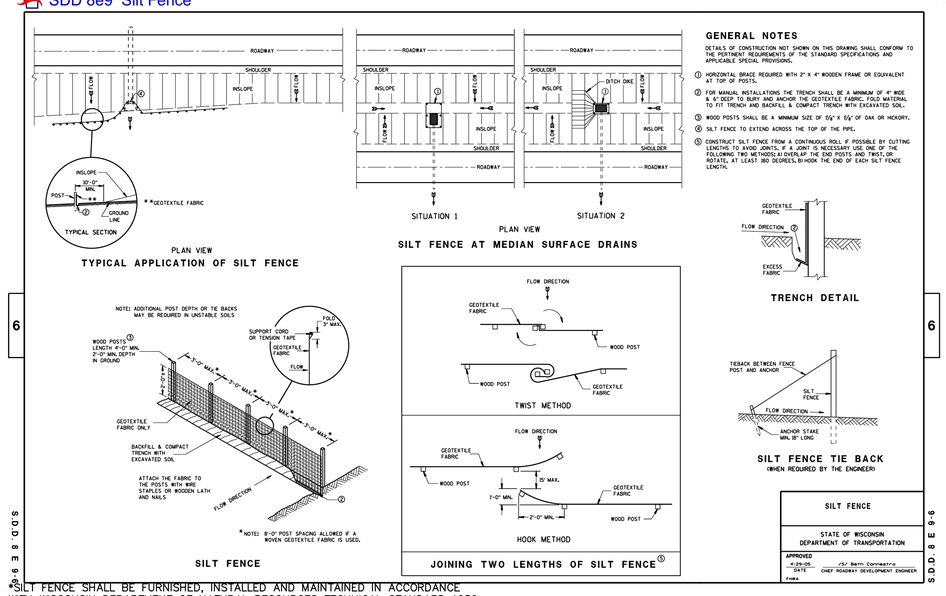
Thursday, April 16, 2026 12:03:29 PM

SDD 8e9 Silt Fence



GENERAL NOTES

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.

① HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.

② FOR MANUAL INSTALLATIONS THE TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.

③ WOOD POSTS SHALL BE A MINIMUM SIZE OF 1½" x 1½" OF OAK OR HICKORY.

④ SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.

⑤ CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK THE END OF EACH SILT FENCE LENGTH.

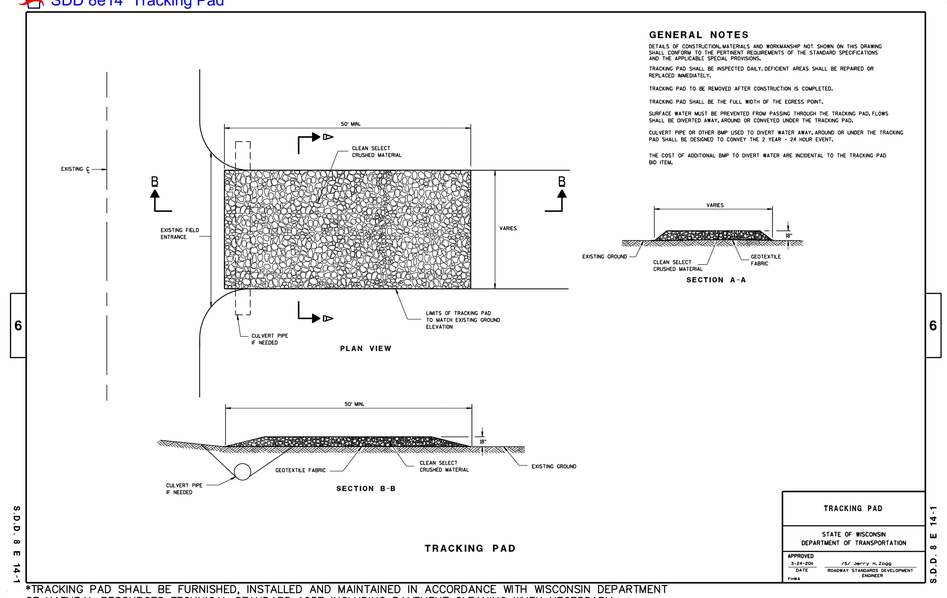
SILT FENCE	
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
APPROVED 4-28-05 DATE	/S/ Beth Cannestra CHIEF ROADWAY DEVELOPMENT ENGINEER
FHWA	

S.D.D. 8 E 9-6

*SILT FENCE SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1056.

1 SILT FENCE DETAIL — N.T.S.

SDD 8e14 Tracking Pad



GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

TRACKING PAD SHALL BE INSPECTED DAILY. DEFICIENT AREAS SHALL BE REPAIRED OR REPLACED IMMEDIATELY.

TRACKING PAD TO BE REMOVED AFTER CONSTRUCTION IS COMPLETED.

TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT.

SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY, AROUND OR CONVEYED UNDER THE TRACKING PAD.

CULVERT PIPE OR OTHER BMP USED TO DIVERT WATER AWAY, AROUND OR UNDER THE TRACKING PAD SHALL BE DESIGNED TO CONVEY THE 2 YEAR - 24 HOUR EVENT.

THE COST OF ADDITIONAL BMP TO DIVERT WATER ARE INCIDENTAL TO THE TRACKING PAD BID ITEM.

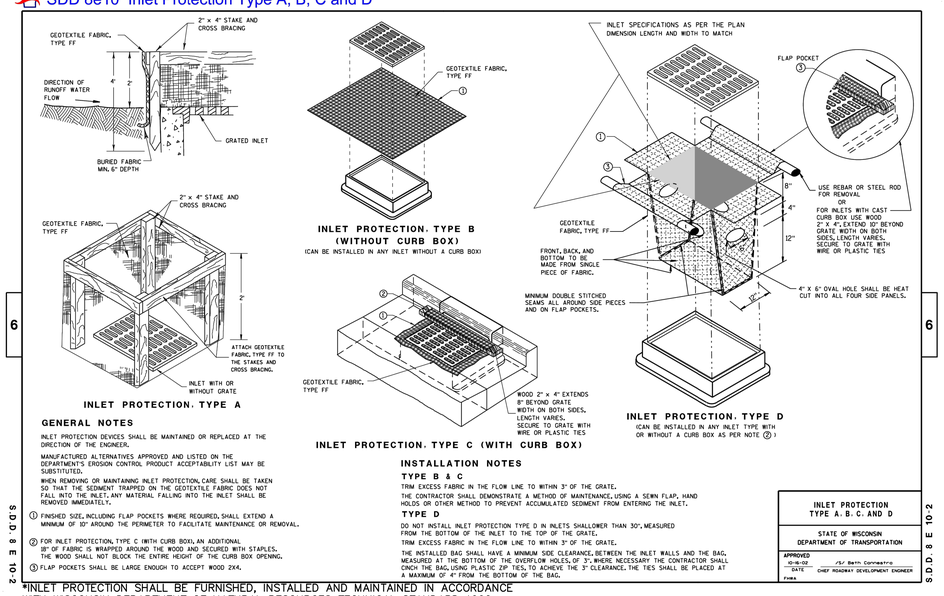
TRACKING PAD	
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
APPROVED 3-24-201- DATE	/S/ Jerry M. Zogg ROADWAY STANDARDS DEVELOPMENT ENGINEER
FHWA	

S.D.D. 8 E 14-1

*TRACKING PAD SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1057 INCLUDING PAVEMENT CLEANING WHEN NECESSARY.

2 TRACKING PAD DETAIL — N.T.S.

SDD 8e10 Inlet Protection Type A, B, C and D



GENERAL NOTES

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

① FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

② FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

③ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

INSTALLATION NOTES

TYPE B & C

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

TYPE D

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3", WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

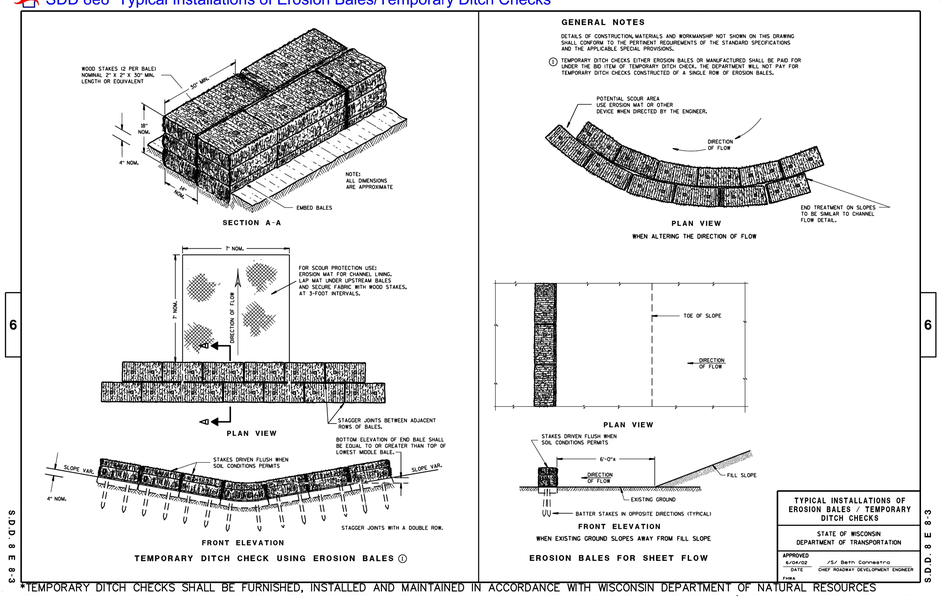
INLET PROTECTION TYPE A, B, C, AND D	
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
APPROVED 10-16-02 DATE	/S/ Beth Cannestra CHIEF ROADWAY DEVELOPMENT ENGINEER
FHWA	

S.D.D. 8 E 10-2

*INLET PROTECTION SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1060.

3 INLET PROTECTION DETAIL — N.T.S.

SDD 8e8 Typical Installations of Erosion Bales/Temporary Ditch Checks



TYPICAL INSTALLATIONS OF EROSION BALES / TEMPORARY DITCH CHECKS	
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
APPROVED 5-24-04 DATE	/S/ Beth Cannestra CHIEF ROADWAY DEVELOPMENT ENGINEER
FHWA	

S.D.D. 8 E 8-3

*TEMPORARY DITCH CHECKS SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1062. MANUFACTURED DITCH CHECK PRODUCTS FOUND ON WISCONSIN DEPARTMENT OF TRANSPORTATION'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST (PAL) MAY BE USED.

4 EROSION BALE & TEMPORARY DITCH CHECK DETAIL — N.T.S.

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

WILLOW GROVE CONDOMINIUM

TYPICAL SECTIONS & CONSTRUCTION DETAILS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

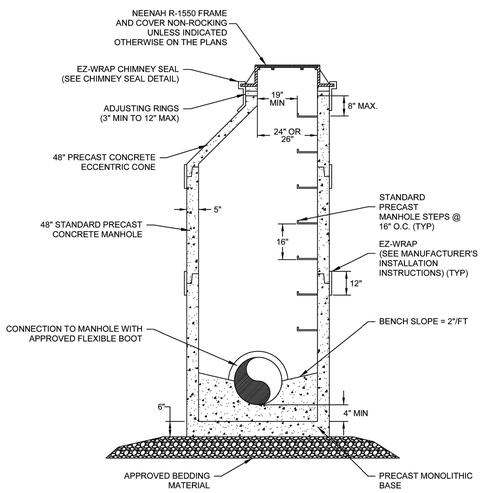
PROJ. MGR: MDE
DRAFTED: JGO
DATE: 4-16-2026
CHECKED: MDE
DATE: 4-16-2026

2018.0328.01

SHEET 10 OF 19

ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 9:46:26 AM

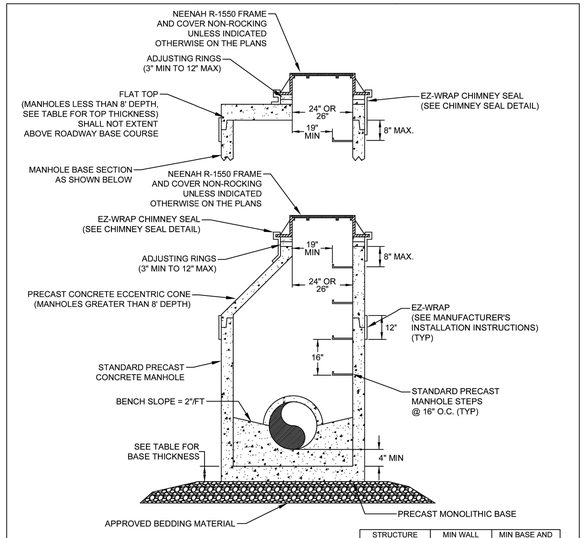


NOTE:
REFER TO VILLAGE STANDARD SPECIFICATIONS FOR SANITARY SEWER.

SCALE: NTS

STANDARD SANITARY MANHOLE

DETAIL: SAN - 1	VILLAGE OF PLEASANT PRAIRIE
DATE: 1-23-20	KENOSHA COUNTY, WISCONSIN



NOTE:
REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.

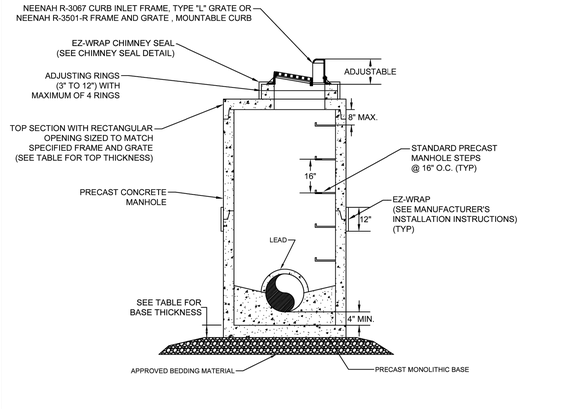
STRUCTURE DIAMETER	MIN WALL THICKNESS*	MIN BASE AND TOP THICKNESS*
4'	5"	6"
5'	6"	8"
6'	7"	8"
7'	8"	8"
8' AND GREATER	9"	8"

* MINIMUM THICKNESS SHALL NOT BE LESS THAN THAT REQUIRED TO MEET AASHTO H-20 LOADINGS

SCALE: NTS

STANDARD STORM MANHOLE

DETAIL: STM - 1	VILLAGE OF PLEASANT PRAIRIE
DATE: 1-23-20	KENOSHA COUNTY, WISCONSIN



NOTE:
REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.

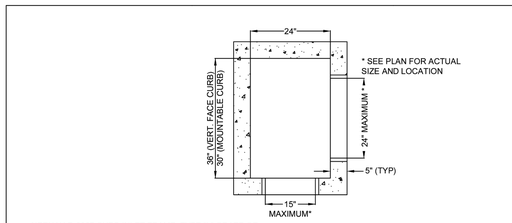
STRUCTURE DIAMETER	MIN WALL THICKNESS*	MIN BASE AND TOP THICKNESS*
4'	5"	6"
5'	6"	8"
6'	7"	8"
7'	8"	8"
8' AND GREATER	9"	8"

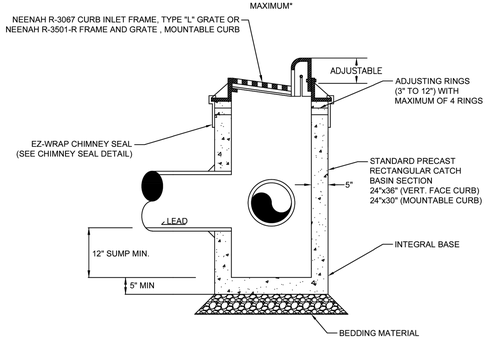
* MINIMUM THICKNESS SHALL NOT BE LESS THAN THAT REQUIRED TO MEET AASHTO H-20 LOADINGS

SCALE: NTS

STANDARD STORM MANHOLE WITH CURB INLET

DETAIL: STM - 2	VILLAGE OF PLEASANT PRAIRIE
DATE: 1-23-20	KENOSHA COUNTY, WISCONSIN



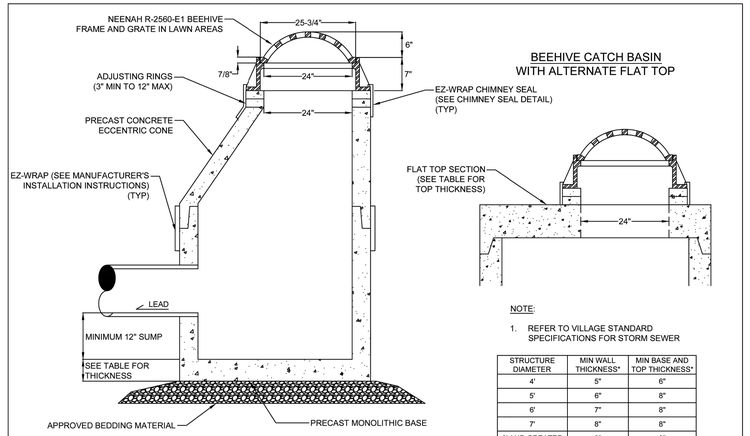


NOTE:
1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

SCALE: NTS

PRECAST RECTANGULAR CATCH BASIN

DETAIL: STM - 3	VILLAGE OF PLEASANT PRAIRIE
DATE: 12-17-18	KENOSHA COUNTY, WISCONSIN



NOTE:
1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

STRUCTURE DIAMETER	MIN WALL THICKNESS*	MIN BASE AND TOP THICKNESS*
4'	5"	6"
5'	6"	8"
6'	7"	8"
7'	8"	8"
8' AND GREATER	9"	8"

* MINIMUM THICKNESS SHALL NOT BE LESS THAN THAT REQUIRED TO MEET AASHTO H-20 LOADINGS

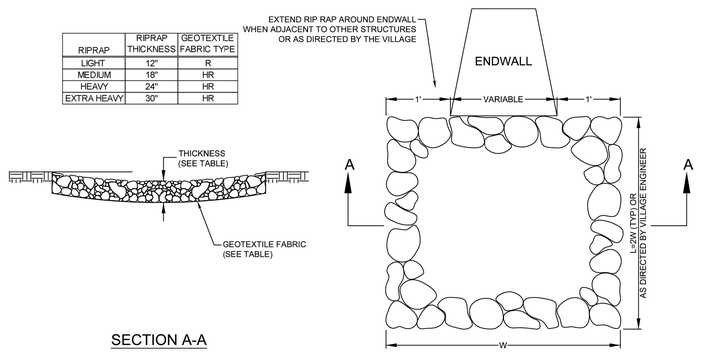
SCALE: NTS

STANDARD BEEHIVE CATCH BASIN

DETAIL: STM - 4	VILLAGE OF PLEASANT PRAIRIE
DATE: 1-23-20	KENOSHA COUNTY, WISCONSIN

NOTE:
1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWERS

RIPRAP	RIPRAP THICKNESS	GEOTEXTLE FABRIC TYPE
LIGHT	12"	R
MEDIUM	18"	HR
HEAVY	24"	HR
EXTRA HEAVY	30"	HR



SECTION A-A

SCALE: NTS

RIPRAP TREATMENT AT ENDWALLS

DETAIL: STM - 6	VILLAGE OF PLEASANT PRAIRIE
DATE: 10-20-22	KENOSHA COUNTY, WISCONSIN

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

WILLOW GROVE CONDOMINIUM

TYPICAL SECTIONS & CONSTRUCTION DETAILS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

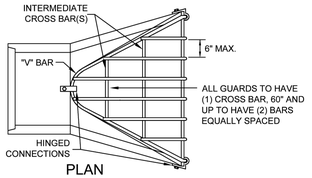
PROJ. MGR:	MDE
DRAFTED:	JGO
DATE:	4-16-2026
CHECKED:	MDE
DATE:	4-16-2026

2018.0328.01

SHEET 11 OF 19

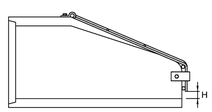
ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 9:48:14 AM

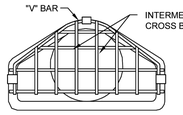


PLAN

ROUND		ARCH	
PIPE SIZE	H	PIPE SIZE	H
12"	2-1/2"	22"-29"	4"
15"	3"	36"-44"	5"
18"-24"	4"	51"-65"	6"
27"-36"	5"	73"-102"	7"
42"-54"	6"		
60"-72"	7"		
78"-90"	8"		



PROFILE



FRONT

NOTE:

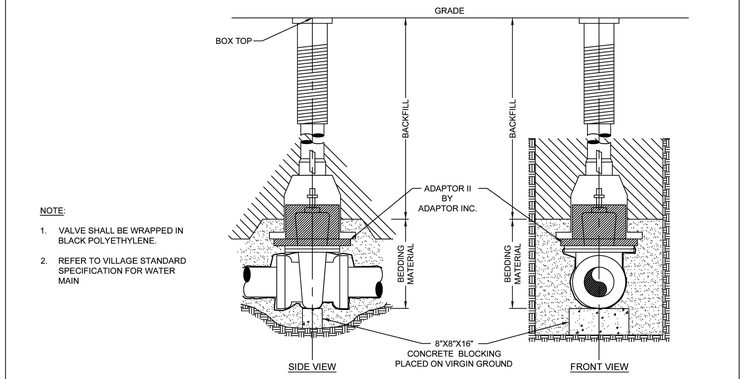
1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.
2. SECURE THE LAST TWO PIPE SECTIONS, INCLUDING END SECTIONS, USING JOINT TIES.

	PIPE SIZE	BOLT DIA.	BAR DIA.
ROUND	12"-24"	5/8"	3/4"
	27"-48"	3/4"	1"
	54"-90"	1"	1-1/4"
ARCH	22"-29"	5/8"	3/4"
	36"-59"	3/4"	1"
	65"-88"	1"	1-1/4"
ELIPTICAL	14"-23"	5/8"	3/4"
	19"-30"	5/8"	3/4"
	24"-38"	3/4"	3/4"
	29"-45"	3/4"	3/4"
	34"-53"	3/4"	3/4"
	38"-60"	3/4"	1"
	43"-68"	1"	1"
	48"-76"	1"	1"
	53"-83"	1"	1"

SCALE: NTS

STANDARD ENDWALL GRATE

DETAIL: STM - 5	VILLAGE OF PLEASANT PRAIRIE
DATE: 12-17-18	KENOSHA COUNTY, WISCONSIN



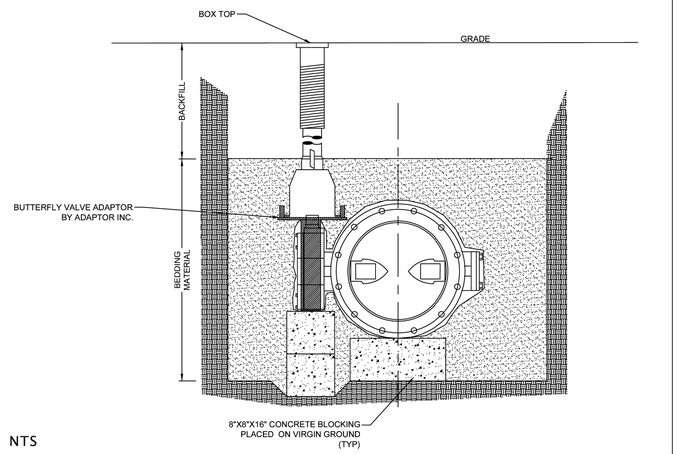
NOTE:

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

SCALE: NTS

STANDARD GATE VALVE BOX SETTING

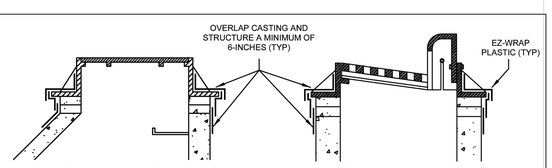
DETAIL: W - 3	VILLAGE OF PLEASANT PRAIRIE
DATE: 11-16-15	KENOSHA COUNTY, WISCONSIN



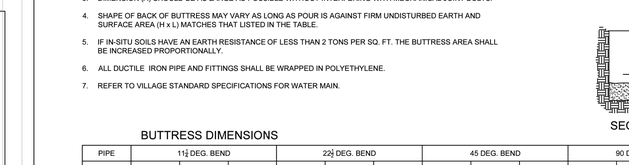
SCALE: NTS

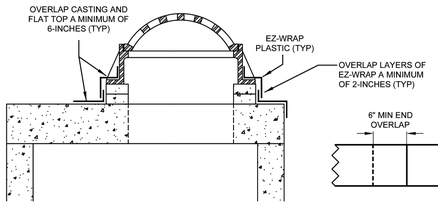
STANDARD BUTTERFLY VALVE BOX SETTING

DETAIL: W - 4	VILLAGE OF PLEASANT PRAIRIE
DATE: 11-16-15	KENOSHA COUNTY, WISCONSIN

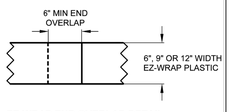


CONE SECTION MANHOLE INSTALLATION





FLAT TOP MANHOLE / INLET INSTALLATION



EZ-WRAP END OVERLAP DETAIL

SCALE: NTS

INSTALLATION INSTRUCTIONS:

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

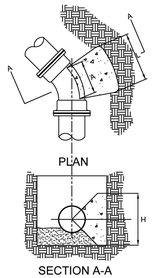
CHIMNEY SEAL DETAIL

DETAIL: CS - 1	VILLAGE OF PLEASANT PRAIRIE
DATE: 2-4-22	KENOSHA COUNTY, WISCONSIN

SCALE: NTS

NOTES:

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



BUTTRESS DIMENSIONS

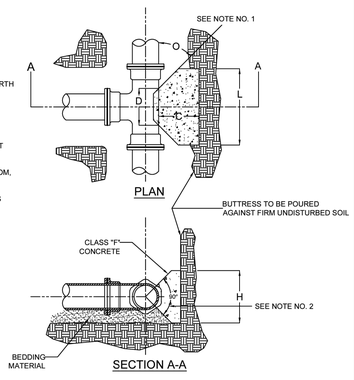
PIPE	11¼ DEG. BEND			22½ DEG. BEND			45 DEG. BEND			90 DEG. BEND		
SIZE	H	$L_{(WATER)}$	$L_{(FIRE)}$	H	$L_{(WATER)}$	$L_{(FIRE)}$	H	$L_{(WATER)}$	$L_{(FIRE)}$	H	$L_{(WATER)}$	$L_{(FIRE)}$
4"	0'-8"	0'-5"	0'-5"	1'-1"	0'-6"	0'-6"	1'-3"	0'-10"	0'-10"	1'-4"	1'-6"	1'-6"
6"	1'-2"	0'-6"	0'-6"	1'-6"	0'-9"	0'-9"	1'-8"	1'-4"	1'-4"	1'-10"	2'-2"	2'-2"
8"	1'-3"	0'-9"	0'-9"	2'-0"	1'-0"	1'-0"	2'-0"	1'-11"	1'-11"	2'-4"	3'-0"	3'-0"
10"	1'-3"	0'-10"	1'-2"	2'-0"	1'-1"	1'-5"	2'-0"	2'-1"	2'-9"	2'-4"	3'-4"	4'-5"
12"	1'-4"	1'-2"	1'-6"	2'-6"	1'-2"	1'-7"	2'-6"	2'-4"	3'-2"	2'-8"	4'-1"	5'-5"
14"	1'-6"	1'-4"	1'-10"	3'-0"	1'-4"	1'-10"	3'-0"	2'-8"	3'-6"	3'-0"	4'-11"	6'-6"
16"	2'-0"	1'-4"	1'-9"	3'-0"	1'-9"	2'-4"	3'-0"	3'-5"	4'-7"	3'-0"	6'-4"	8'-5"
18"	2'-6"	1'-4"	1'-9"	3'-6"	1'-10"	2'-6"	3'-6"	3'-8"	4'-11"	3'-6"	6'-9"	9'-1"
20"	2'-9"	1'-6"	2'-0"	3'-9"	2'-2"	2'-10"	3'-9"	4'-2"	5'-7"	3'-9"	7'-9"	10'-4"
24"	3'-0"	1'-11"	2'-7"	4'-3"	2'-8"	3'-7"	4'-3"	5'-4"	7'-1"	4'-4"	9'-7"	12'-10"

BUTTRESS FOR BENDS

DETAIL: W - 5	VILLAGE OF PLEASANT PRAIRIE
DATE: 8-4-16	KENOSHA COUNTY, WISCONSIN

NOTES:

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



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

SCALE: NTS

BUTTRESS FOR TEES

DETAIL: W - 5A	VILLAGE OF PLEASANT PRAIRIE
DATE: 8-4-16	KENOSHA COUNTY, WISCONSIN

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

WILLOW GROVE CONDOMINIUM

TYPICAL SECTIONS & CONSTRUCTION DETAILS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:	MDE
DRAFTED:	JGO
DATE:	4-16-2026
CHECKED:	MDE
DATE:	4-16-2026

2018.0328.01

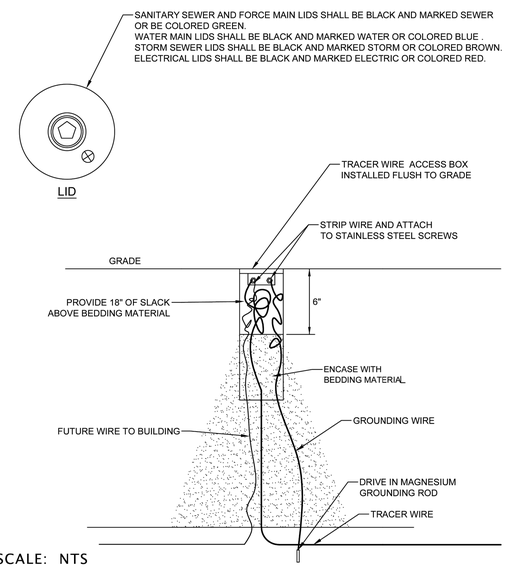
SHEET 12 OF 19

ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 9:46:47 AM

NOTES

1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR TRACER WIRE.

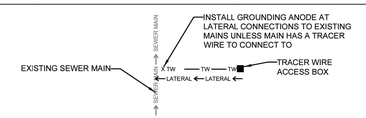


SCALE: NTS

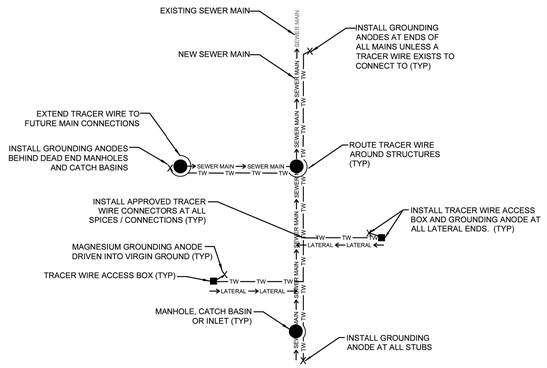
TRACER WIRE ACCESS BOX

DETAIL: TW - 1	VILLAGE OF PLEASANT PRAIRIE
DATE: 2-4-2025	KENOSHA COUNTY, WISCONSIN

SCALE: NTS



NEW LATERALS ON EXISTING MAINS



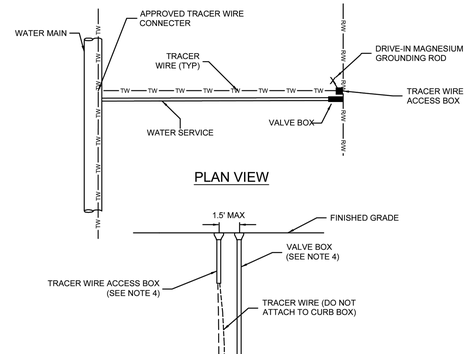
NEW MAINS

NOTES:

1. REFER TO SPECIFICATIONS FOR TRACER WIRE.
2. TRACER WIRE SHALL BE TAPED TO MAIN AND LATERALS. WIRE IS SHOWN OFF MAIN AND LATERALS FOR CLARITY.
3. RUN GROUND WIRE DOWN RISERS IF APPLICABLE.

TRACER WIRE INSTALLATION ON SANITARY & STORM SEWERS

DETAIL: TW - 2	VILLAGE OF PLEASANT PRAIRIE
DATE: 3-2-22	KENOSHA COUNTY, WISCONSIN



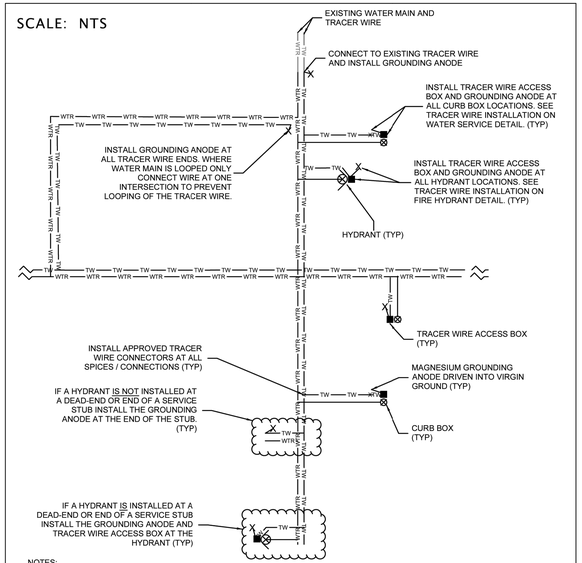
NOTES:

1. REFER TO SPECIFICATIONS FOR TRACER WIRE.
2. TRACER WIRE SHALL BE TAPED TO MAIN AND SERVICES. WIRE IS SHOWN OFF PIPES FOR CLARITY.
3. INSTALL GROUNDING ANODE BY DRIVING INTO VIRGIN GROUND AT THE SERVICE VALVE.
4. NEW RESIDENTIAL WATER SERVICES SHALL UTILIZE A COMBINED TRACER WIRE AND CURB BOX. TRACER WIRE ACCESS BOX AND CURB VALVE BOX SHALL BE BOABOX™ WATER.

TRACER WIRE INSTALLATION ON WATER SERVICE

DETAIL: TW - 5	VILLAGE OF PLEASANT PRAIRIE
DATE: 2-4-2025	KENOSHA COUNTY, WISCONSIN

SCALE: NTS

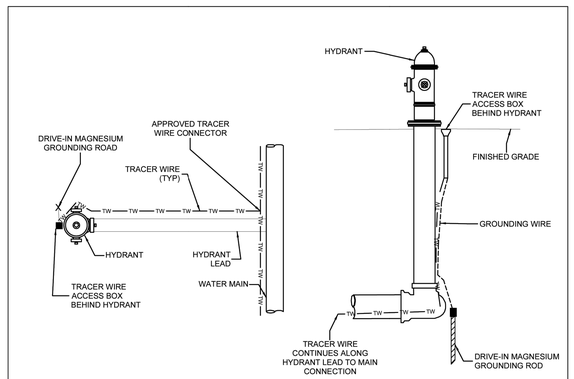


NOTES:

1. REFER TO SPECIFICATIONS FOR TRACER WIRE.
2. CONNECT TO EXISTING TRACER WIRE AT ONLY ONE LOCATION UNLESS OTHERWISE DIRECTED BY THE VILLAGE.
3. TRACER WIRE SHALL BE TAPED TO MAIN AND SERVICES. WIRE IS SHOWN OFF PIPES FOR CLARITY.
4. TAKE CARE TO PREVENT LOOPS IN TRACER WIRE. LOOPING OF WIRE CAN MAKE THE WIRE DIFFICULT TO TRACE.

TRACER WIRE INSTALLATION ON WATER MAIN

DETAIL: TW - 3	VILLAGE OF PLEASANT PRAIRIE
DATE: 12-17-18	KENOSHA COUNTY, WISCONSIN



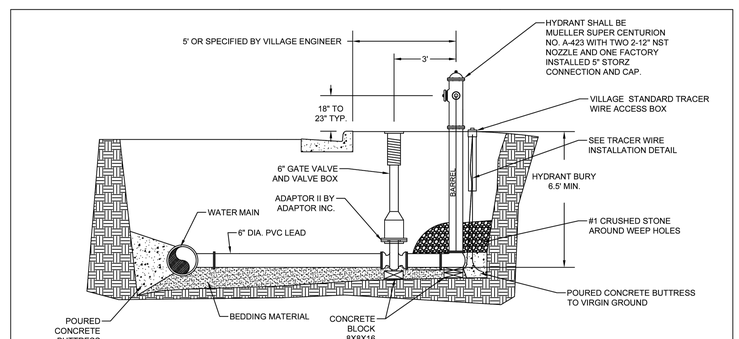
NOTES:

1. REFER TO SPECIFICATIONS FOR TRACER WIRE.
2. TRACER WIRE SHALL BE TAPED TO MAIN, LEAD AND HYDRANT. WIRE IS SHOWN OFF PIPES FOR CLARITY.
3. INSTALL GROUNDING ANODE BY DRIVING INTO VIRGIN GROUND AT THE HYDRANT SHOE.
4. TRACER WIRE ACCESS BOX SHALL BE INSTALLED DIRECTLY BEHIND ALL FIRE HYDRANTS.

SCALE: NTS

TRACER WIRE INSTALLATION ON FIRE HYDRANT

DETAIL: TW - 4	VILLAGE OF PLEASANT PRAIRIE
DATE: 12-17-18	KENOSHA COUNTY, WISCONSIN



NOTES:

1. MECHANICAL JOINTS FROM TEE TO VALVE AND FROM VALVE TO HYDRANT SHALL BE RESTRAINED WITH MEGALUGS AND STAINLESS STEEL BOLTS.
2. ALL FASTENERS SHALL BE STAINLESS STEEL
3. HYDRANT EXTENSIONS ARE NOT PERMITTED
4. ALL HYDRANTS, EXCLUDING STORZ CONNECTION, SHALL BE FACTORY PAINTED WITH EPOXY AS IDENTIFIED BELOW:
   A. PUBLIC (VILLAGE) HYDRANTS SHALL BE MUELLER RED - SHERWIN WILLIAMS POLANE F63RL15
   B. PRIVATE HYDRANTS ON VILLAGE SYSTEM PRESSURE SHALL BE CAUTION BLUE - SHERWIN WILLIAMS POLANE F63RXL9667
   C. PRIVATE PRESSURED HYDRANTS ON FIRE LOOPS SHALL BE MUELLER YELLOW - SHERWIN WILLIAMS POLANE F63YL14
5. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION

SCALE: NTS

STANDARD HYDRANT ASSEMBLY

DETAIL: W - 1	VILLAGE OF PLEASANT PRAIRIE
DATE: 8-19-19	KENOSHA COUNTY, WISCONSIN

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

WILLOW GROVE CONDOMINIUM

TYPICAL SECTIONS & CONSTRUCTION DETAILS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:	MDE
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2018.0328.01

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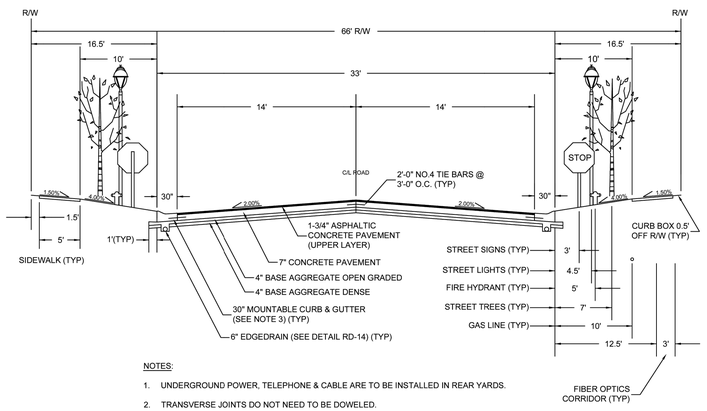
ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 9:47:38 AM



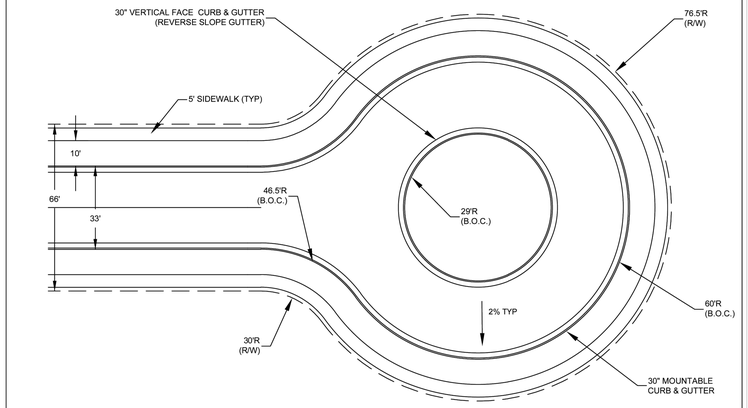
NOTES:

1. UNDERGROUND POWER, TELEPHONE & CABLE ARE TO BE INSTALLED IN REAR YARDS.
2. TRANSVERSE JOINTS DO NOT NEED TO BE DOWELED.
3. GUTTER DEPTHS SHALL EXTEND TO THE BOTTOM OF THE ADJACENT CONCRETE PAVEMENT.

SCALE: NTS

STANDARD RESIDENTIAL MINOR STREET SECTION

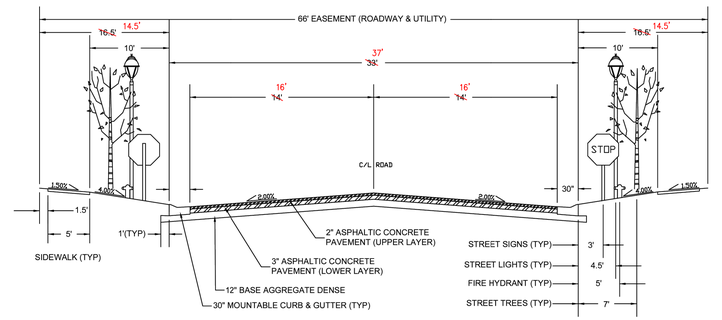
DETAIL: RD - 1	VILLAGE OF PLEASANT PRAIRIE
DATE: 12-11-20	KENOSHA COUNTY, WISCONSIN



SCALE: NTS

STANDARD RESIDENTIAL CUL-DE-SAC DETAIL

DETAIL: RD - 5	VILLAGE OF PLEASANT PRAIRIE
DATE: 1-23-20	KENOSHA COUNTY, WISCONSIN



NOTE:

1. ROADWAY EASEMENT WIDTH MAY VARY AND BE DECREASED (60' MIN.) OR INCREASED BASED ON DEVELOPMENT DESIGN INCLUDING LOCATION(S) OF SIDEWALK(S), PEDESTRIAN PATHS, LANDSCAPING, STREET TREES, UTILITIES ETC., AS MAY BE APPLICABLE.

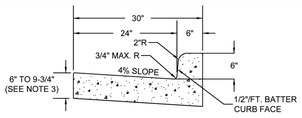
SCALE: NTS

STANDARD "PRIVATE" MINOR RESIDENTIAL STREET SECTION

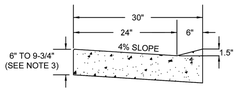
DETAIL: RD - 7	VILLAGE OF PLEASANT PRAIRIE
DATE: 11-15-16	KENOSHA COUNTY, WISCONSIN

NOTES:

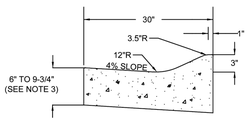
1. DAMAGED CURB / GUTTER SECTIONS SHALL BE REMOVED TO THE NEAREST JOINT.
2. CURB AND GUTTER CONSTRUCTED ADJACENT TO EXISTING CURB AND GUTTER SHALL BE INSTALLED USING TWO (2) NO.4 (1/2-INCH), 18-INCH LONG TIE BARS, EVENLY SPACED, DRIVEN 9-INCHES INTO THE EXISTING CURB AND GUTTER.
3. WHERE ADJACENT PAVEMENT SECTION CONTAINS CONCRETE THE GUTTER THICKNESS SHALL EXTEND TO THE BOTTOM OF THE ADJACENT CONCRETE PAVEMENT. CURB AND GUTTER SHALL BE TIED INTO ADJACENT CONCRETE PAVEMENT WITH #4 X 2'0" LONG TIE BARS AT 3' SPACING.



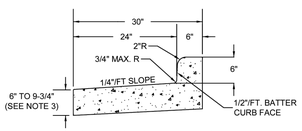
30" VERTICAL FACE CURB AND GUTTER



30" DEPRESSED CURB AND GUTTER AT DRIVEWAYS



30" MOUNTABLE CURB AND GUTTER

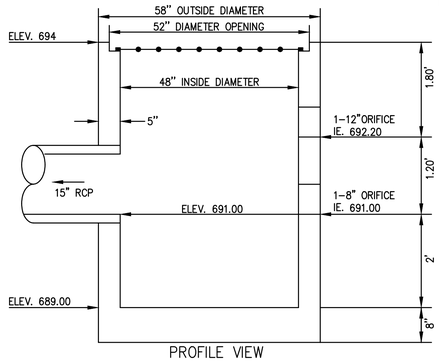


30" VERTICAL FACE CURB AND GUTTER (REVERSE SLOPE GUTTER)

SCALE: NTS

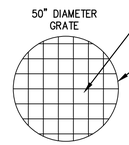
STANDARD CURB & GUTTER DETAILS

DETAIL: RD - 9	VILLAGE OF PLEASANT PRAIRIE
DATE: 6-5-20	KENOSHA COUNTY, WISCONSIN

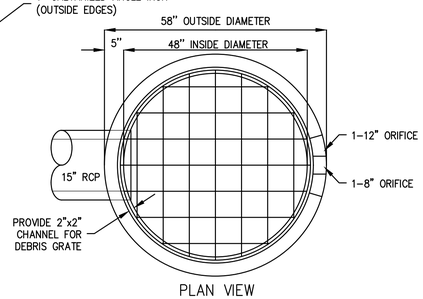


PROFILE VIEW

NOTE:
DEBRIS GRATE TO BE SECURED WITH STAINLESS STEEL HARDWARE TO STRUCTURE IN FOUR (4) LOCATIONS

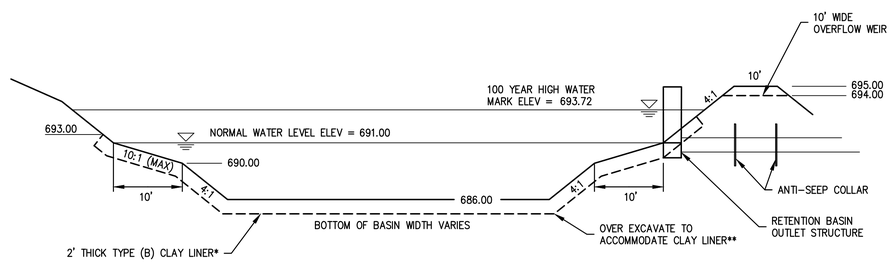


DEBRIS GRATE DETAIL
TOP VIEW SCHEMATIC



PLAN VIEW

1	RETENTION BASIN OUTLET CONTROL STRUCTURE DETAIL	N.T.S.



*LINER MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH "TECHNICAL STANDARD" 1001
**LINER MATERIAL SHALL BE INSTALLED 4" LOW WHEN ABOVE THE NORMAL WATER LEVEL TO ACCOMMODATE 4" OF TOPSOIL

2	RETENTION BASIN CROSS SECTION (A-A) DETAIL	N.T.S.

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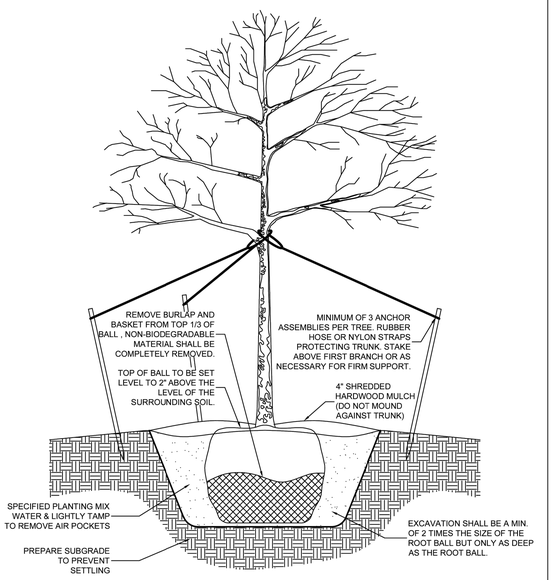
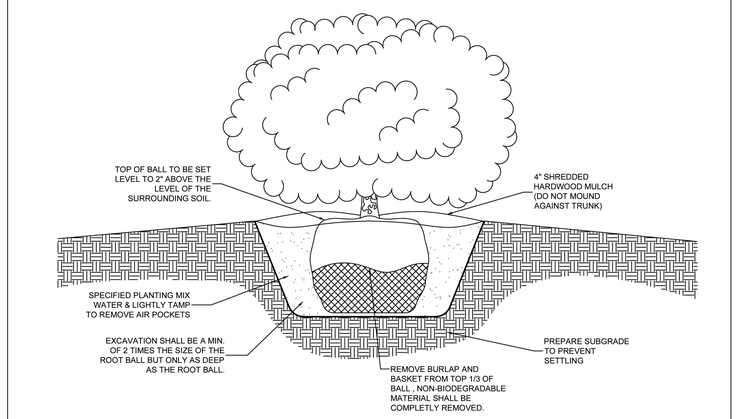


SCALE: NTS

STREET TREE PLANTING DETAIL

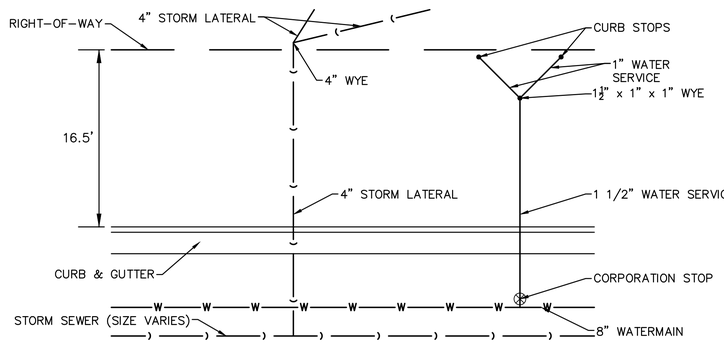
DETAIL: L - 1	VILLAGE OF PLEASANT PRAIRIE
DATE: 11-11-15	KENOSHA COUNTY, WISCONSIN



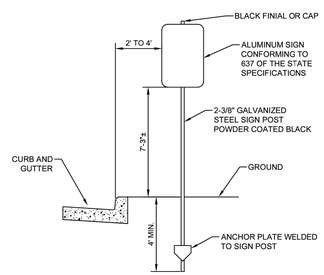
SCALE: NTS

SHRUB PLANTING DETAIL

DETAIL: L - 2	VILLAGE OF PLEASANT PRAIRIE
DATE: 11-18-15	KENOSHA COUNTY, WISCONSIN



1	2-UNIT WATER SERVICE & SUMP PUMP LATERAL DETAIL	N.T.S.



NOTES:
1. SIGN POST SHALL BE DRIVEN INTO THE GROUND. EXCAVATING THE POLE IS NOT PERMITTED. POST SHALL BE PLUMB.
2. ANCHOR PLATE SHALL BE SECURED TO THE POST BY WELDING.
3. SECURE SIGN TO POST WITH ALUMINUM OR STAINLESS STEEL HARDWARE.
4. RURAL ROADWAYS:
   4.1. THE BOTTOM OF THE SIGN SHALL BE 6'-3" ABOVE THE EDGE OF THE TRAVELED ROADWAY.
   4.2. THE EDGE OF THE SIGN SHALL BE 6' FROM THE EDGE OF PAVED SHOULDER OR 12' FROM THE EDGE OF PAVEMENT (EDGE LINE LOCATION) OR 2' FROM THE OUTSIDE EDGE OF GRAVEL, WHICHEVER IS GREATER UNLESS DIRECTED BY THE VILLAGE.
5. IF MULTIPLE SIGNS ARE ON THE SAME POST DISTANCE TO THE BOTTOM OF THE LOWEST SIGN SHALL BE REVISED TO 6'-3" ON URBAN ROADWAYS AND 5'-3" ON RURAL ROADWAYS.
6. SIGN OFFSET DISTANCE SHALL CONSISTENT WITH EXISTING SIGNS AND THROUGHOUT THE LENGTH OF THE PROJECT.
7. SEE THE WISCONSIN DOT SIGN PLATE MANUAL FOR ADDITIONAL INSTALLATION REQUIREMENTS FOR SIGNS AND FOR ALL SIGNS EXCEEDING 4' WIDTH OR 20 SQ FT

SCALE: NTS

TYPICAL ROADWAY SIGN POST INSTALLATION

DETAIL: RD - 18	VILLAGE OF PLEASANT PRAIRIE
DATE: 8-31-22	KENOSHA COUNTY, WISCONSIN

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

WILLOW GROVE CONDOMINIUM

TYPICAL SECTIONS & CONSTRUCTION DETAILS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE
DRAFTED: JGO
DATE: 4-16-2026
CHECKED: MDE
DATE: 4-16-2026

2018.0328.01

SHEET 15 OF 19

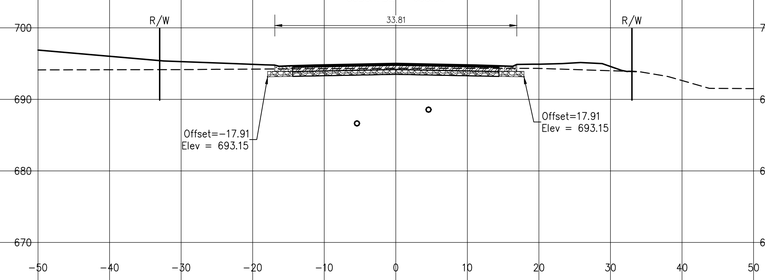
ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 9:47:16 AM

TRANSITION TO 33' WIDE (B.O.C. TO B.O.C.)
STATION 2+60.72
ELEVATION 694.85

2+50.00

ASPH EL. = 694.90
CABC = 694.17
SUBGRADE = 693.50



3+25.00

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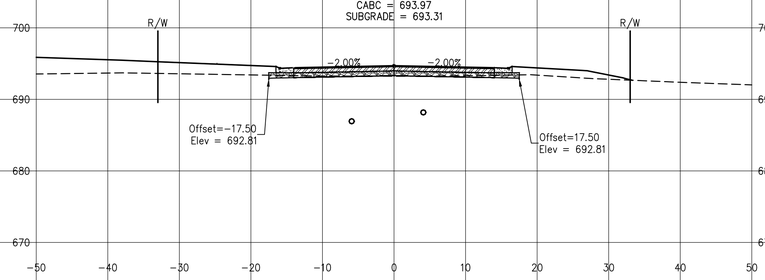
CABC = 693.97
SUBGRADE = 693.31



2+25.00

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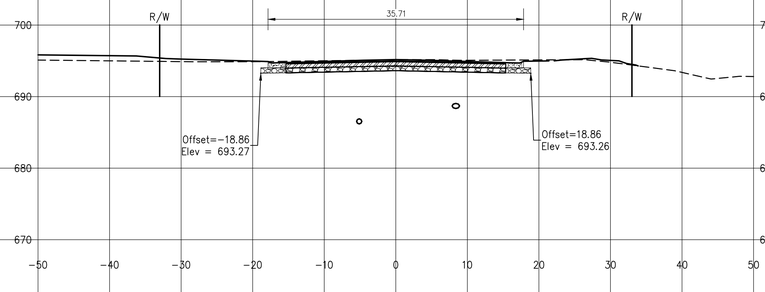
CABC = 694.30
SUBGRADE = 693.63



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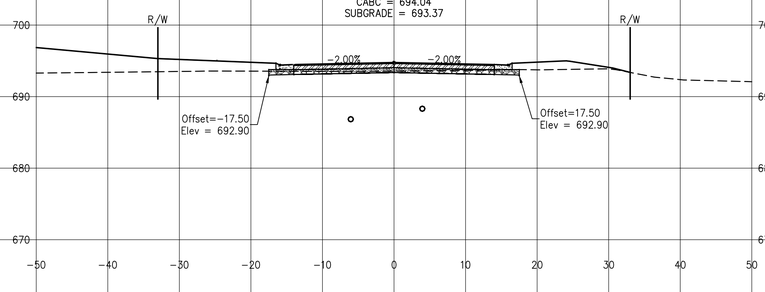
SUBGRADE = 693.37



2+10.00

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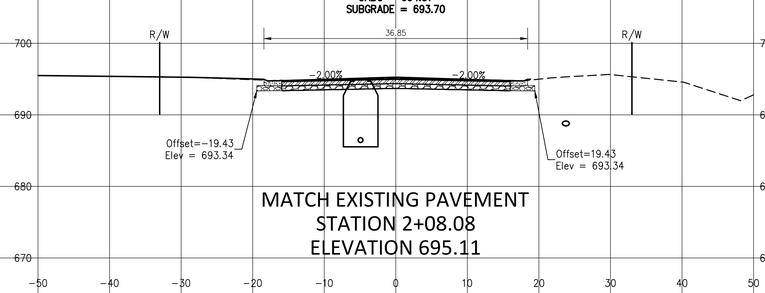
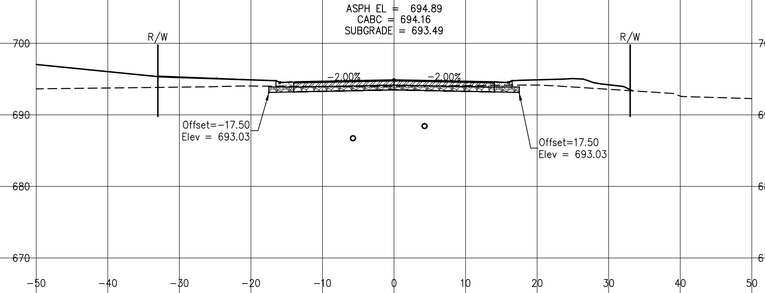
CABC = 694.37
SUBGRADE = 693.70

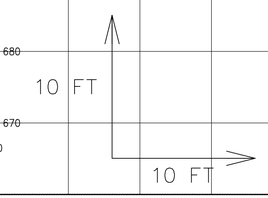


MATCH EXISTING PAVEMENT
STATION 2+08.08
ELEVATION 695.11

2+75.00

ASPH EL = 694.89
CABC = 694.16
SUBGRADE = 693.49





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WILLOW GROVE CONDOMINIUM
86TH AVENUE
CROSS SECTIONS
STA. 2+10.00 - 3+25.00
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:	MDE
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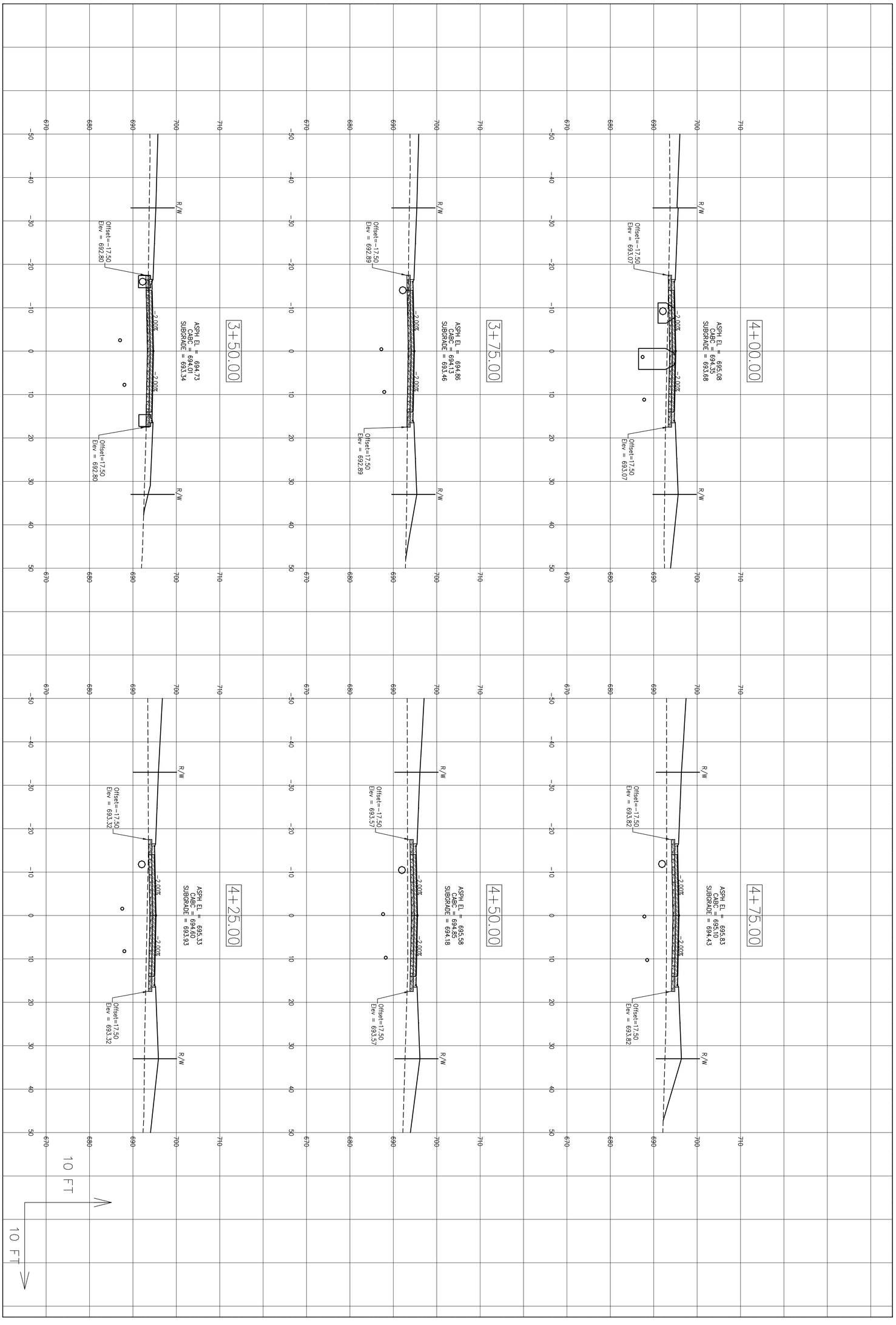
2018.0328.01

SHEET 16 OF 19

ISSUE FOR REVIEW: 4-16-2026

Thursday, April 16, 2026 9:48:39 AM



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2018.0328.01

SHEET 17 OF 19

WILLOW GROVE CONDOMINIUM

86TH AVENUE
CROSS SECTIONS
STA. 3+50.00 - 4+75.00
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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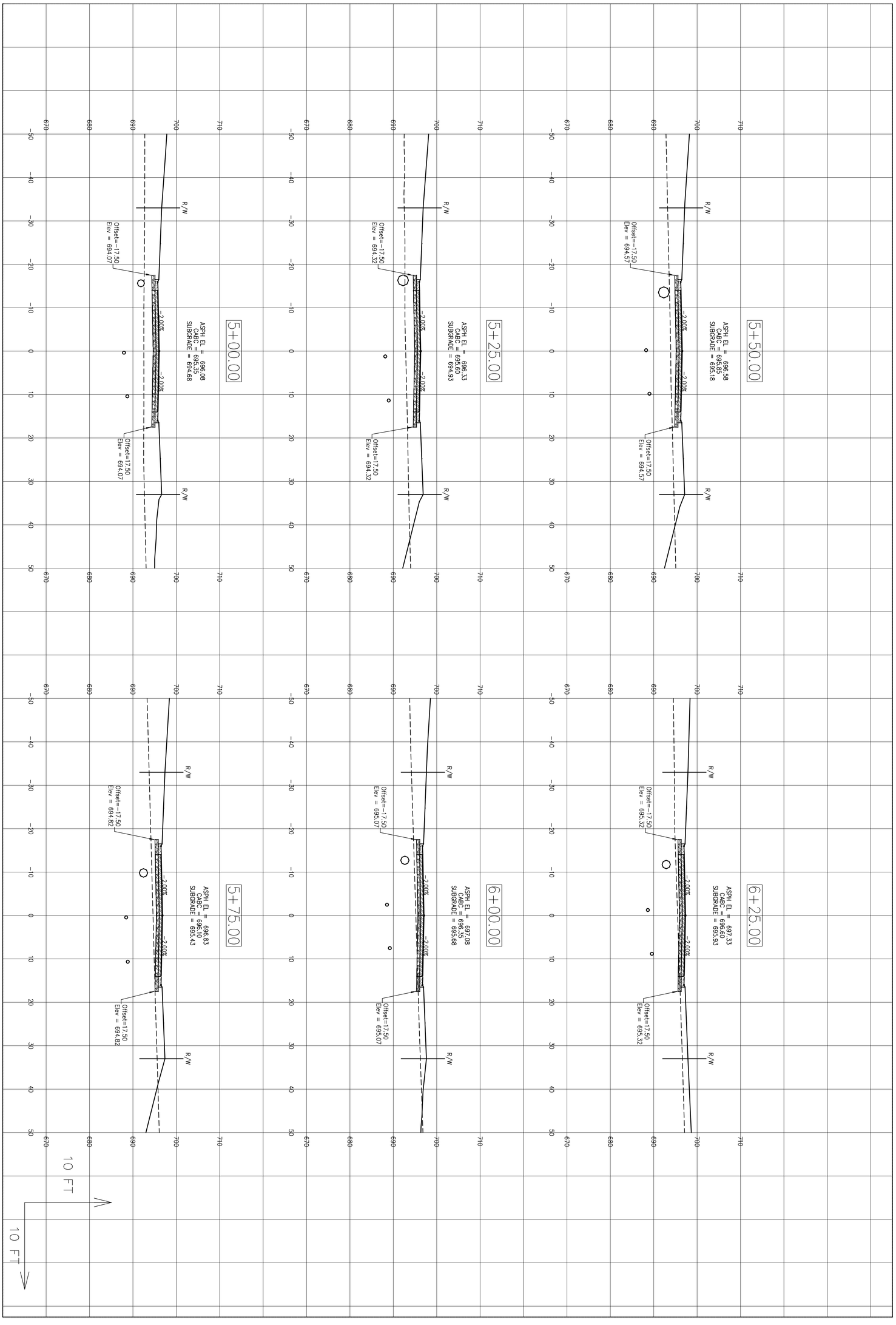

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PROJ. MGR: MDE
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SHEET 18 OF 19

WILLOW GROVE CONDOMINIUM

86TH AVENUE
CROSS SECTIONS
STA. 5+00.00 - 6+25.00
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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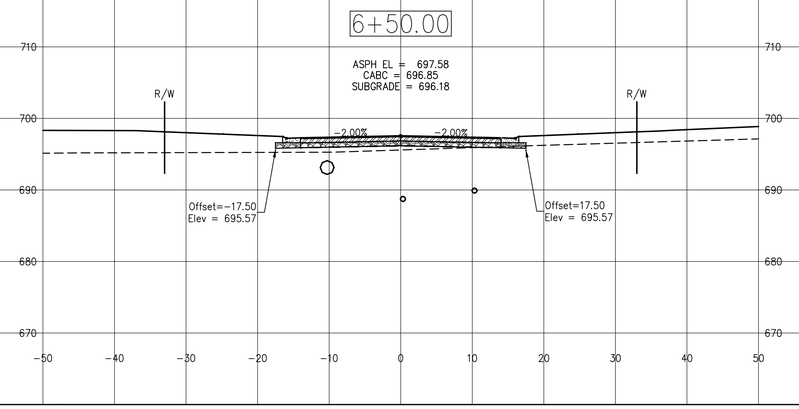
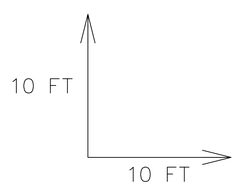
ISSUE FOR REVIEW: 4-16-2026

END TYPICAL SECTION RD-1
STA. 6+62.63





WILLOW GROVE CONDOMINIUM
86TH AVENUE
CROSS SECTIONS
STA. 6+50.00 - 7+75.00
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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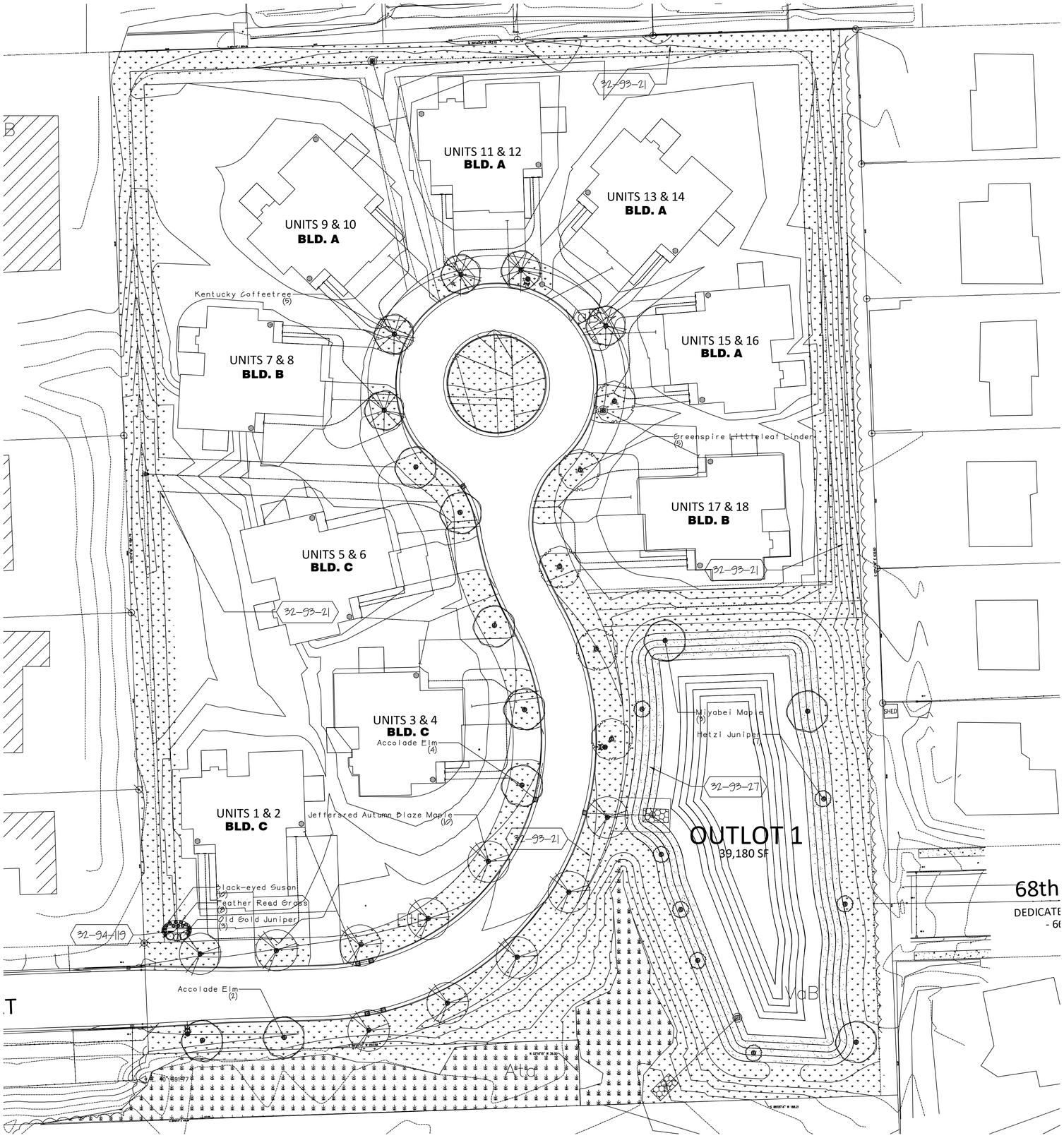

0 30 60 90 feet

SCALE: 1" = 30'

NORTH

STREET TREE AND COMMON AREAS

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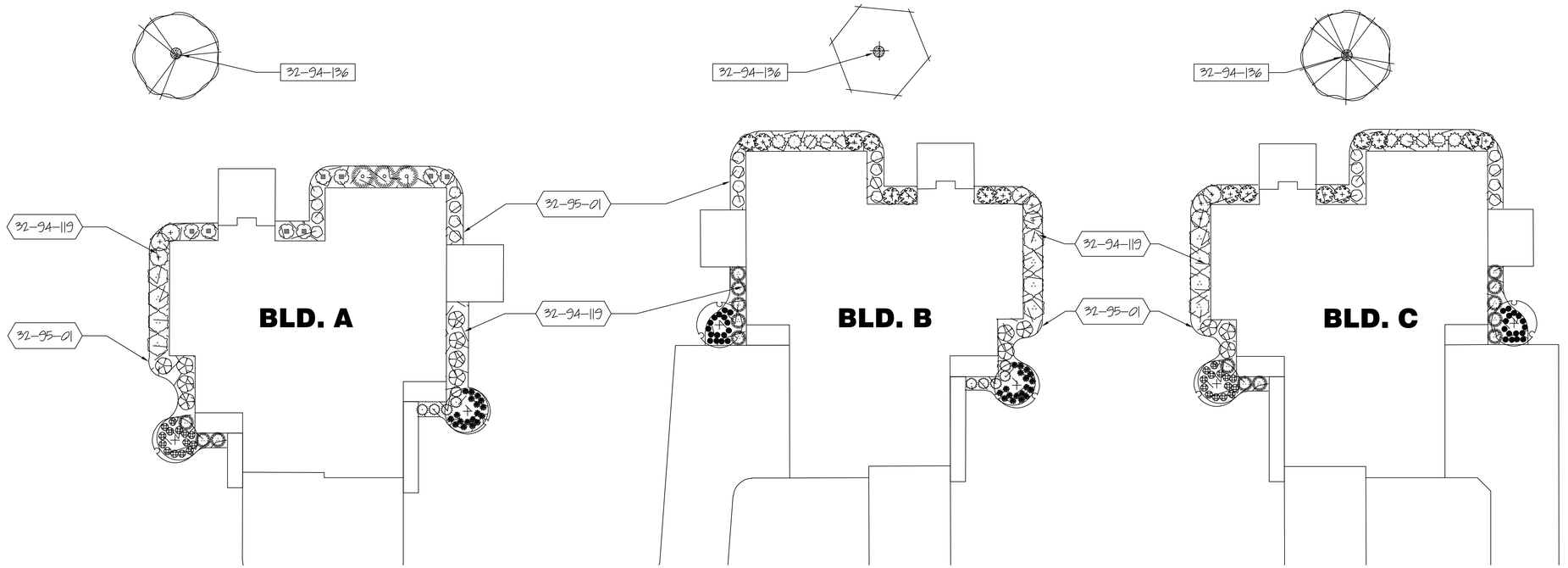
No.	Revision/Issue	Date
1		
2		
3		
4		

WILLOW GROVE CONDO'S
PLEASANT PRAIRIE, WISCONSIN

Thomas H. Nordloh
Landscape Architect
Reg. # 057-000629

Project: 20250415
Date: 4-16-26_1
Scale:

Sheet
L-1.0



REFERENCE NOTES SCHEDULE BLD. A

SYMBOL	CODE	DESCRIPTION	QTY
Planting Accessories			
	32-94-119	SHREDDED BARK MULCH, 3-4" DEPTH	1,131 sf
	32-94-136	3' DIAMETER MULCH TREE RING	1
	32-95-01	EDGE, SHOVEL CUT BED EDGE, 4" DEPTH-SEE DETAIL	233 lf

REFERENCE NOTES SCHEDULE BLD. B

SYMBOL	CODE	DESCRIPTION	QTY
Planting Accessories			
	32-94-119	SHREDDED BARK MULCH, 3-4" DEPTH	945 sf
	32-94-136	3' DIAMETER MULCH TREE RING	1
	32-95-01	EDGE, SHOVEL CUT BED EDGE, 4" DEPTH-SEE DETAIL	204 lf

REFERENCE NOTES SCHEDULE BLD. C

SYMBOL	CODE	DESCRIPTION	QTY
Planting Accessories			
	32-94-119	SHREDDED BARK MULCH, 3-4" DEPTH	964 sf
	32-94-136	3' DIAMETER MULCH TREE RING	1
	32-95-01	EDGE, SHOVEL CUT BED EDGE, 4" DEPTH-SEE DETAIL	203 lf

PLANT SCHEDULE BLD. A

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	QTY
TREES					
	Autumn Brilliance Serviceberry	Amelanchier canadensis 'Autumn Brilliance'	6' Ht.	B&B	2
	Common Hackberry	Celtis occidentalis	2" Cal.	B&B	1
SHRUBS					
	Cool Splash False Honeysuckle	Diervilla sessilifolia 'Cool Splash'	5 gal		8
	Aphrodite Rose of Sharon	Hibiscus syriacus 'Aphrodite'	5'		3
	Diablo Ninebark	Physocarpus opulifolius 'Diablo'	5'		4
	Goldflame Spirea	Spiraea x bumalda 'Goldflame'	3 gal.		8
	Spilled Wine Weigela	Weigela florida 'Bokraspiwi'	5 gal		8
ANNUALS/PERENNIALS					
	Blue Wonder Catmint	Nepeta x faassenii 'Blue Wonder'	1 gal		18
	Viette's Little Suzy Coneflower	Rudbeckia fulgida speciosa 'Viette's Little Suzy'	1 gal		14
SHRUB EVERGREENS					
	Glencoe Boxwood	Buxus x 'Chicagoland Green' TM	24"		5
	Kallay Compact Pfitzer Juniper	Juniperus chinensis 'Kallays Compact'	5 gal		3
	Dense Yew	Taxus x media 'Densiformis'	24"		3

PLANT SCHEDULE BLD. B

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	QTY
TREES					
	Autumn Brilliance Serviceberry	Amelanchier canadensis 'Autumn Brilliance'	6' Ht.	B&B	2
	Honey Locust	Gleditsia triacanthos	2" Cal.	B&B	1
SHRUBS					
	Cool Splash False Honeysuckle	Diervilla sessilifolia 'Cool Splash'	5 gal		3
	Aphrodite Rose of Sharon	Hibiscus syriacus 'Aphrodite'	5'		3
	Annabelle Smooth Hydrangea	Hydrangea arborescens 'Annabelle'	5 gal		8
	Diablo Ninebark	Physocarpus opulifolius 'Diablo'	5'		4
	Goldflame Spirea	Spiraea x bumalda 'Goldflame'	3 gal.		8
ANNUALS/PERENNIALS					
	Siloam Double Classic Daylily	Hemerocallis x 'Siloam Double Classic' TM	1 gal		16
	Blue Wonder Catmint	Nepeta x faassenii 'Blue Wonder'	1 gal		18
SHRUB EVERGREENS					
	Glencoe Boxwood	Buxus x 'Chicagoland Green' TM	24"		5
	Old Gold Juniper	Juniperus chinensis 'Old Gold'	5 gal		5
	Dense Yew	Taxus x media 'Densiformis'	24"		5

PLANT SCHEDULE BLD. C

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	QTY
TREES					
	Autumn Brilliance Serviceberry	Amelanchier canadensis 'Autumn Brilliance'	6' Ht.	B&B	2
	Kentucky Coffeetree	Gymnocladus dioica 'Espresso'	2" Cal.	B&B	1
SHRUBS					
	Cool Splash False Honeysuckle	Diervilla sessilifolia 'Cool Splash'	5 gal		3
	Aphrodite Rose of Sharon	Hibiscus syriacus 'Aphrodite'	5'		3
	Annabelle Smooth Hydrangea	Hydrangea arborescens 'Annabelle'	5 gal		8
	Diablo Ninebark	Physocarpus opulifolius 'Diablo'	5'		4
	Goldflame Spirea	Spiraea x bumalda 'Goldflame'	3 gal.		8
ANNUALS/PERENNIALS					
	Siloam Double Classic Daylily	Hemerocallis x 'Siloam Double Classic' TM	1 gal		16
	Viette's Little Suzy Coneflower	Rudbeckia fulgida speciosa 'Viette's Little Suzy'	1 gal		14
SHRUB EVERGREENS					
	Old Gold Juniper	Juniperus chinensis 'Old Gold'	5 gal		5
	Dense Yew	Taxus x media 'Densiformis'	24"		8

0 16 32 48 feet

SCALE: 1" = 16'

TYPICAL BUILDING LANDSCAPE PLAN

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No.	Revision/Issue	Date
1		
2		
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4		

WILLOW GROVE CONDO'S
PLEASANT PRAIRIE, WISCONSIN

Thomas H. Nordloh
Landscape Architect
Reg. # 057-000629

Project 20250415

Date 4-16-26_1

Scale

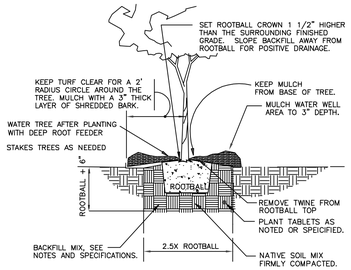
Sheet **L-2.0**

PLANT SCHEDULE STREET TREES AND COMMON AREAS

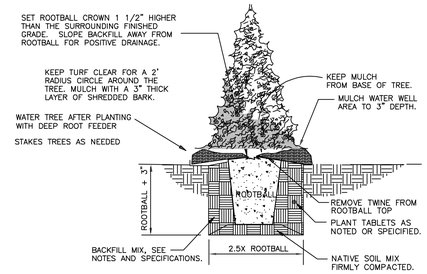
COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	QTY
TREES				
Jeffersred Autumn Blaze Maple	Acer freemanii 'Jeffersred' TM	2" Cal.	B&B	10
Miyabei Maple	Acer miyabei	2" Cal.	B&B	3
Kentucky Coffeetree	Gymnocladus dioica 'Espresso'	2" Cal.	B&B	5
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	2" Cal.	B&B	5
Accolade Elm	Ulmus x 'Accolade'	2" Cal.	B&B	7
EVERGREEN TREES				
Hetzi Juniper	Juniperus chinensis 'Hetzii'	5'		7
ANNUALS/PERENNIALS				
Black-eyed Susan	Rudbeckia fulgida sullivantii 'Goldsturm'	1 gal		10
GRASSES				
Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 gal.		8
SHRUB EVERGREENS				
Old Gold Juniper	Juniperus chinensis 'Old Gold'	3' Ht.		3

REFERENCE NOTES SCHEDULE STREET TREES AND COMMON AREAS

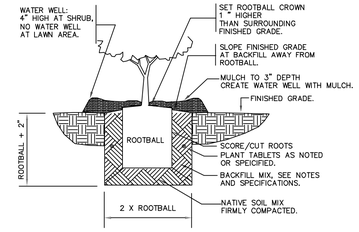
SYMBOL	CODE	DESCRIPTION	QTY
PLANTING			
	32-93-21	SHORT TERM DOUBLE NET STRAW EROSION CONTROL BLANKET OVER MULCH BEFORE INSTALLING PLANTS, INSTALL WITH METAL STAKES FULLY INSTALLED IN SOIL. DO NOT USE LONG TERM EROSION BLANKET.	70,076 sf
	32-93-27	REINDARS-NO-MOW/LOW GROW FESCUE MIX (OR APPROVED EQUAL) AND PN SHORT TERM EROSION BLANKET. INSTALL PER MANUFACTURERS GUIDELINES. STAPLES MUST BE FULLY INSTALLED IN THE GROUND. APPLY 19-19-19 FERTILIZER PER MANUFACTURERS APPLICATION RATES BEFORE INSTALLING EROSION BLANKET. LONG TERM AND GREEN NETTED BLANKET AND PENT OVER STAPLES WILL NOT BE ACCEPTED.	9,701 sf
PLANTING ACCESSORIES			
	32-94-119	SHREDDED BARK MULCH, 3-4" DEPTH	164 sf
	32-94-136	3' DIAMETER MULCH TREE RING	37



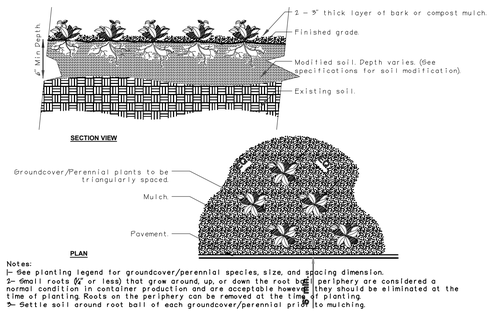
101 TREE PLANTING DETAIL
1" = 1'-0"



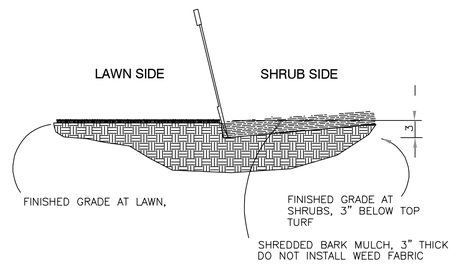
102 EVERGREEN PLANTING DETAIL
1" = 1'-0"



103 SHRUB PLANTING
1" = 1'-0"



104 GROUNDCOVER AND PERENNIAL DETAIL
3/4" = 1'-0"



201 SHOVEL CUT BED EDGE
3" = 1'-0"

GENERAL LANDSCAPE NOTES;

1. **Topsoil return to depth of 6" minimum is by excavating contractor. Returned topsoil to have no rock larger than 1", construction debris and/or roots in the soil. Contact general contractor if soil is not acceptable for proper plant growth.**
2. **Always contact Diggers Hotline (800-242-8511) or JULIE 811 (or 1-800-892-0123) before proceeding with any work.**
3. **Landscape contractor is required to visit the site and review all civil plans related to the project. The civil plans take precedence over the landscape plans.**
4. **Plant material to be of the highest quality available and should not include # 2 grade trees, evergreens or shrubs. Landscape contractor is to verify plant quantities Labeled plants have precedence over the plant table. Verify quantity with a hand takeoff of the plan. Any substitutions of plant type, quantity or size must be approved by city forester..**
5. **Planting beds shall receive a 3" layer of high quality non-dyed shredded hardwood mulch. 3' diameter tree rings shall be installed around all trees and evergreens in the turf areas. Perennial and annual beds shall receive between a 1-2" layer of shredded bark mulch.**
6. **Spade cut plant beds and tree rings with a 4" deep shovel cut.**
7. **Perennial and annual beds to have a 2" layer of compost mulch incorporated 6" deep into the planting bed before installation of plants.**
8. **Seeded lawn areas to have high quality Bluegrass seed blend for sunny areas, shade areas to have a Bluegrass and Fescue blend of seed. See civil plans for turf restoration. Apply a 10-10-10 starter fertilizer after turf has germinated. Follow manufactures direction on fertilizer application rates.**
9. **Erosion blanket shall be installed on seeded slopes with a grade of 3:1 or less and easement. 90 day single net, double net or Turf Reinforcement Mats shall be installed per the required use. Follow manufactures stapling guidelines to ensure proper stabilization. Install erosion blanket for dormant seed applications (after November 1st) or mid-summer installations or where ever applicable to promote healthy turf establishment.**
10. **Landscape contractor is responsible to maintain the site for a period of 45 days after substantial completion of project. This will include watering, mowing of turf areas as needed, weeding plant beds, maintaining a clean site and other activities to ensure proper growth of the landscape.**
11. **Warranty of plants, trees, evergreens, shrubs shall be for a period of 18 months from date of substantial completion. Perennials, ornamental grasses, annuals shall be guaranteed for one (1) growing season. One replacement will be required of each dead plant at the end of the warranty period.**

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WILLOW GROVE CONDOS
PLEASANT PRAIRIE, WISCONSIN

Thomas H. Nordloh
Landscape Architect
Reg. # 057-000629

Project 20250415
Date 4-16-26_1
Scale

Sheet
L-3.0

LANDSCAPE SCHEDULES AND DETAILS

focus on energy
Partnering with Wisconsin utilities

ARCHITECTURAL ROOF W/ METAL VALLEYS

ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

HOUSEWRAP ENTIRE BUILDING

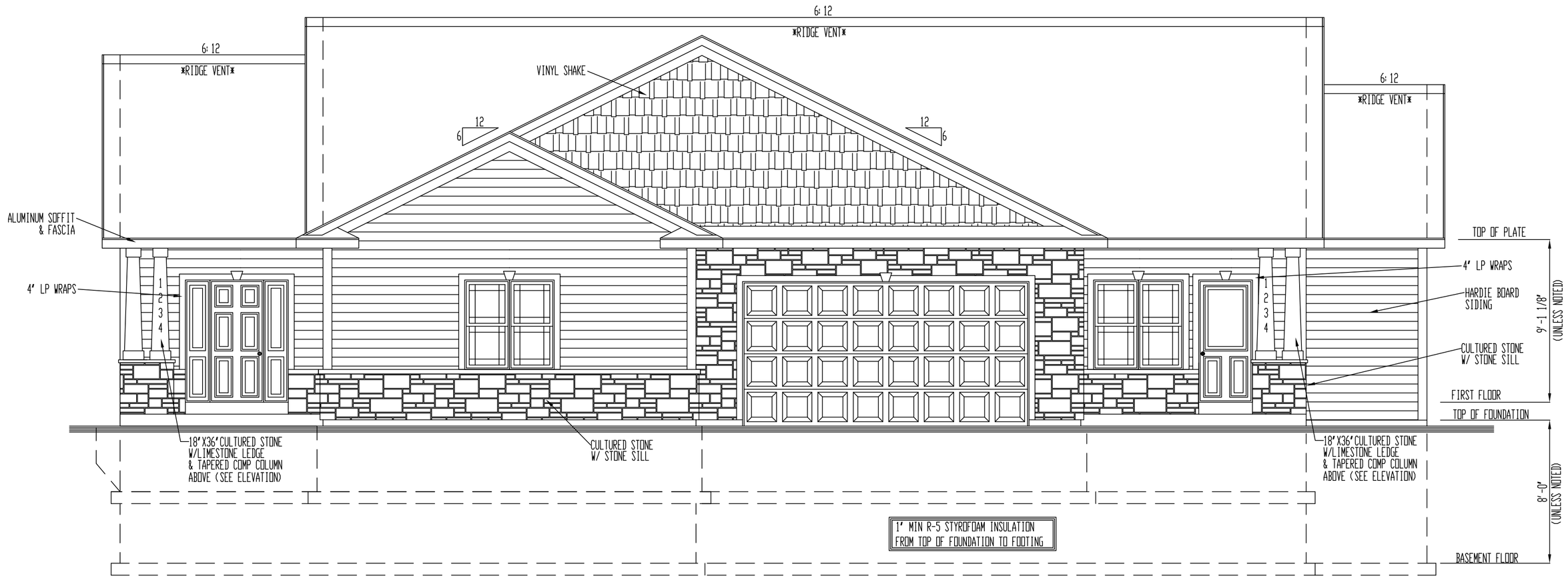
9' HIGH WALLS- UNLESS NOTED

R-50 BLOWN-IN ATTIC INSULATION

R-21 SPRAY FOAM JOIST ENDS

FOCUS N ENERGY NOTES:

1. HOME MUST BE MINIMUM 10% MORE EFFICIENT THAN THE SAME HOME DESIGNED TO CURRENT UNIFORM DWELLING 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 (ASHARE 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.



FRONT ELEVATION

SCALE: 1/4"=1'-0"

LEGAL NOTE:

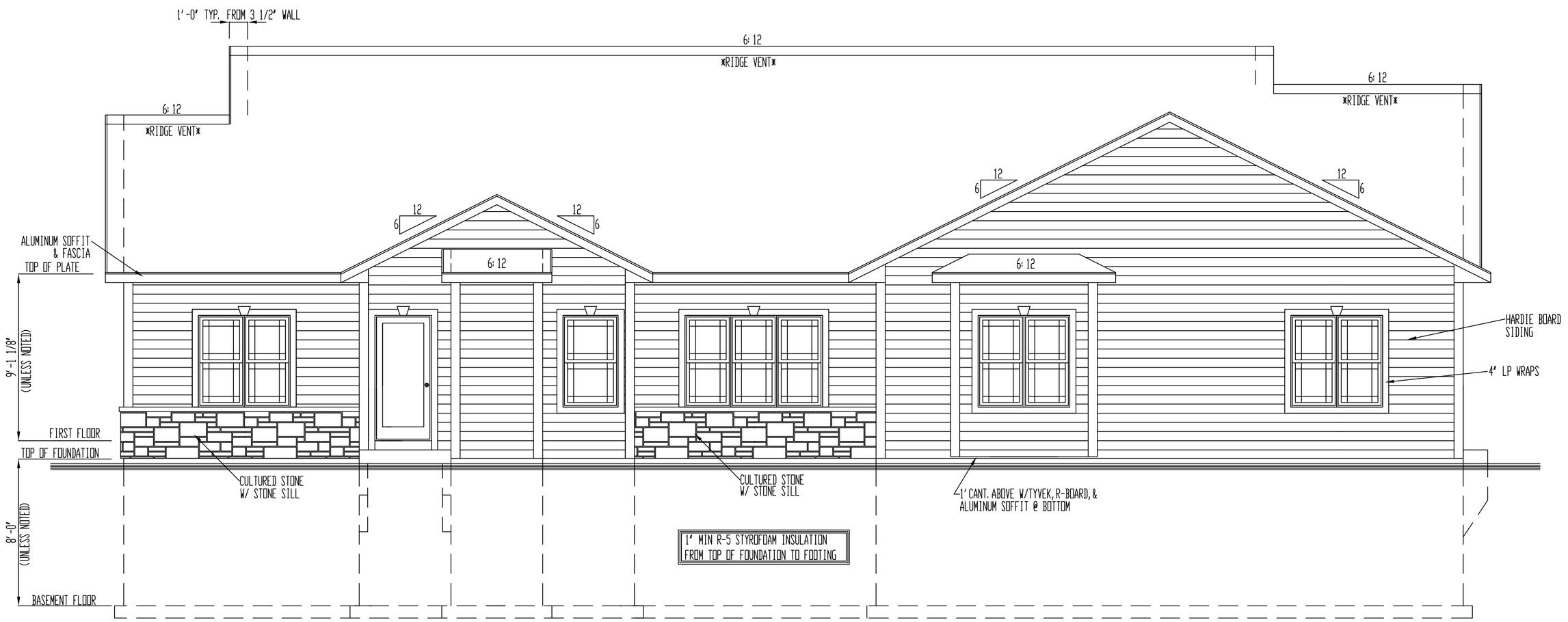
THE ATTACHED BLUEPRINTS ARE STRICTLY A REPRESENTATION OF THE PROPOSED STRUCTURE TO BE BUILT; THE ACTUAL STRUCTURE MAY VARY IN APPEARANCE DUE TO THE CONSTRUCTION METHODS USED. THESE PLANS ARE GUARANTEED TO BE TRUE AND ACCURATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND UNDERSTANDING. THE DESIGNER OF 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_____ / /



REAR ELEVATION

SCALE: 1/4"=1'-0"

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-BOARD IS TO BE USED ON 1ST FLOOR CANTILEVERS). 2ND FLOOR CANTILEVERS ARE TO BE INSULATED W/ R-19 BATT INSULATION, AND 1/2" R-BOARD 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 DEATAIL), 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-BOARD 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).

RESIDENCE CUSTOM DESIGNED FOR:

WILLOW GROVE
CUSTOM DUPLEX
PLEASANT PRAIRIE, WI

8501 75th St., Suite H
Kenosha, WI 53142
O: 262-694-1677
www.HarpeDevelopment.com

HARPE DEVELOPMENT

REVISIONS:

DRAWN BY: P. A.	SHEET: 1 OF 4
DATE: 7/28/21	
SCALE: 1/4"=1'-0"	

SHEET:	DRAWN BY:
2 OF 4	P. A.
	DATE:
	SCALE: 1/4"=1'-0"

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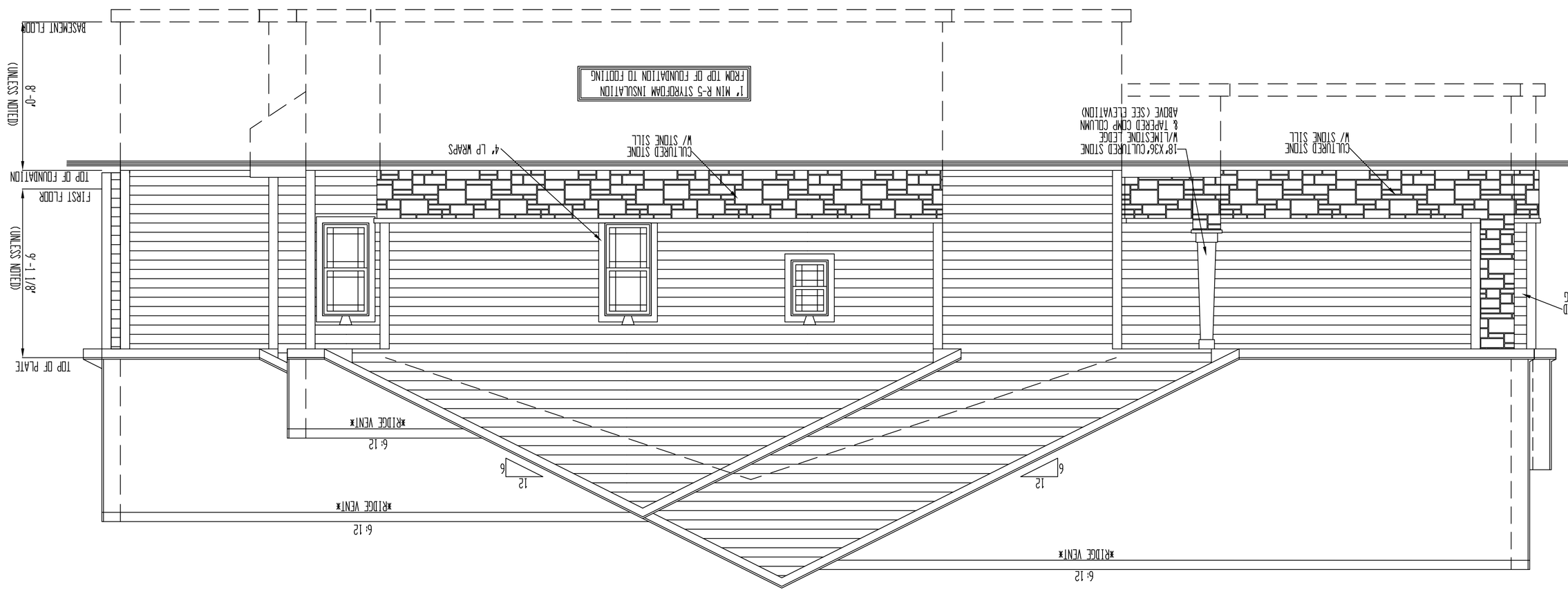
RESIDENCE CUSTOM DESIGNED FOR:

RIGHT ELEVATION

SCALE: 1/4"=1'-0"



LEFT ELEVATION

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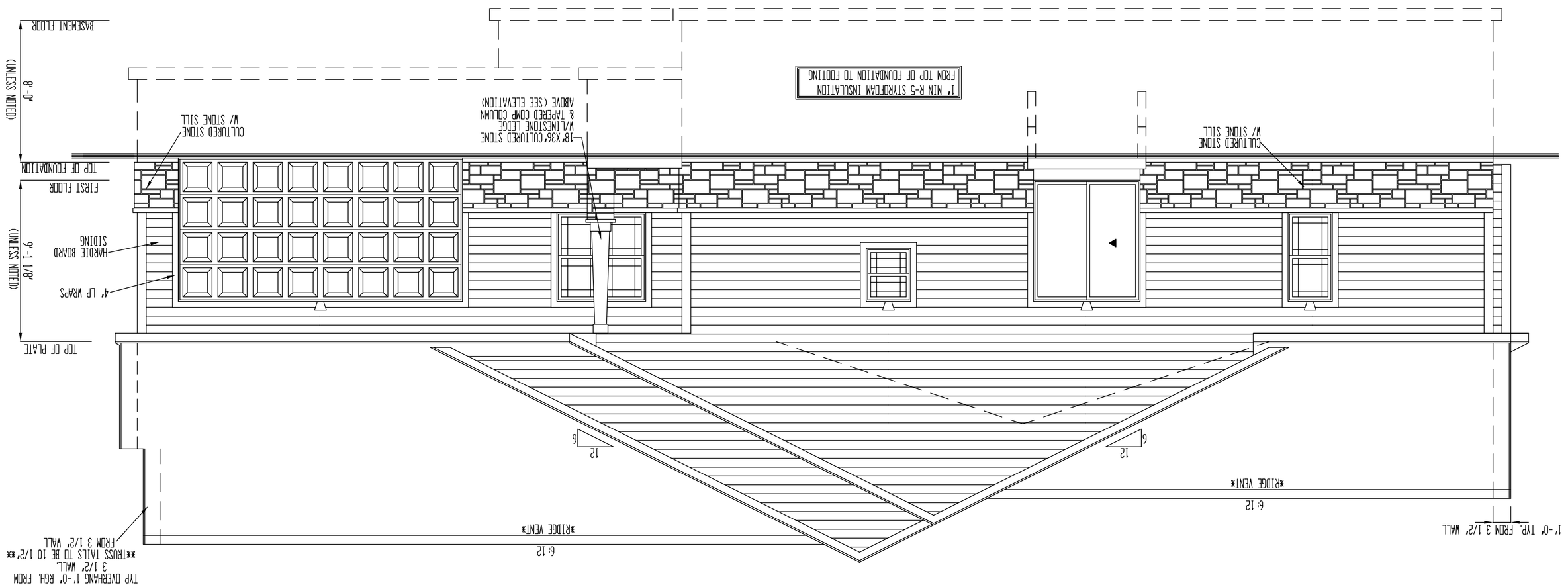
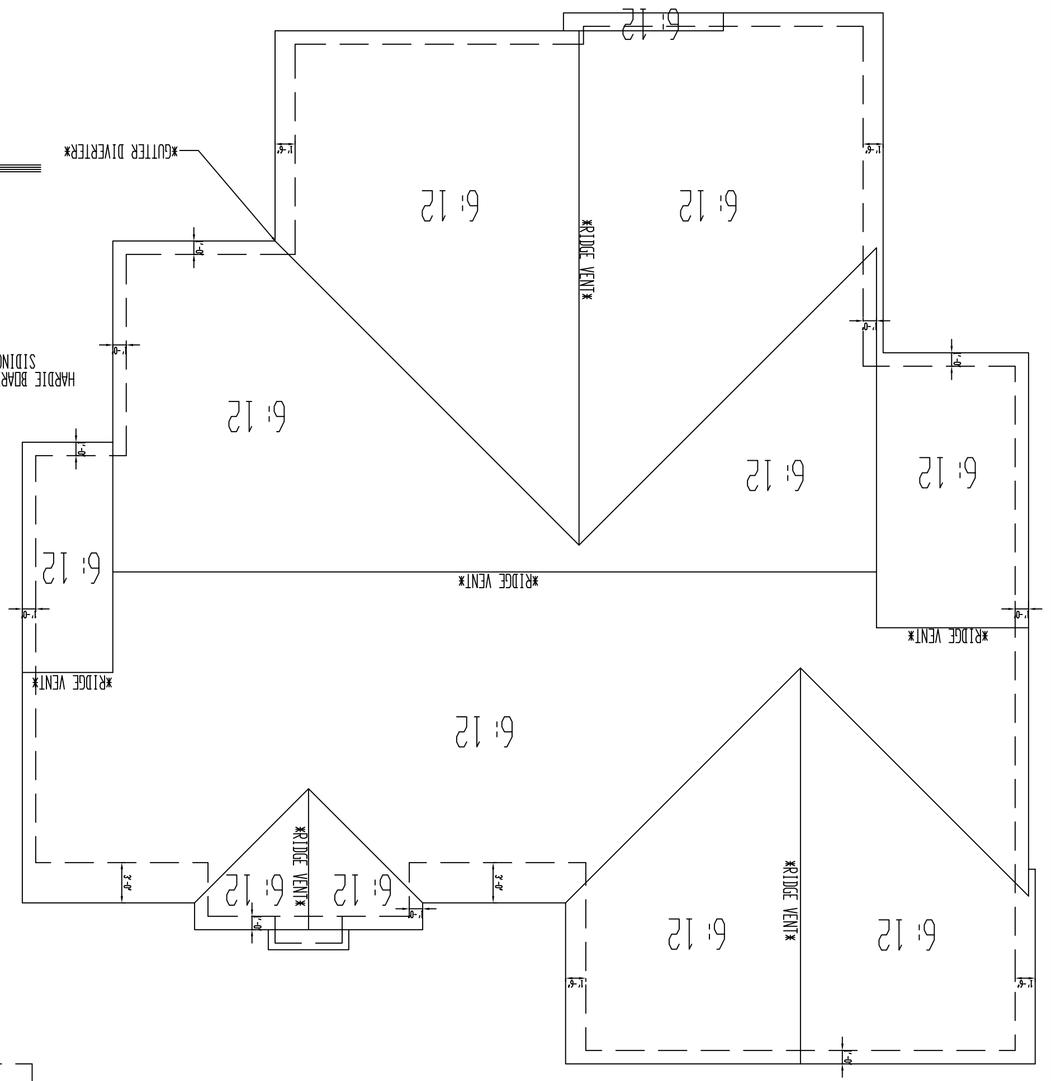


ROOF PLAN

SCALE: 1/8"=1'-0"



ICE & WATER BARRIER IN ALL VALLEYS, EAVES AND ROOF TO WALL AREAS

ARCHITECTURAL ROOF W/ METAL VALLEYS

CONTINUOUS RIDGE VENT (PER PLAN)

9' HIGH WALLS- UNLESS NOTED

R-50 BLOWN-IN ATTIC INSULATION

HOUSEWRAP ENTIRE BUILDING

ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

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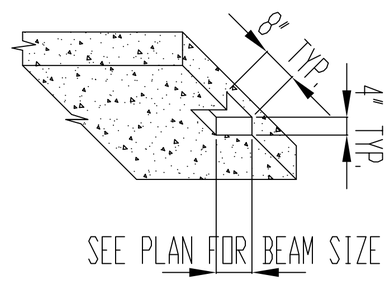
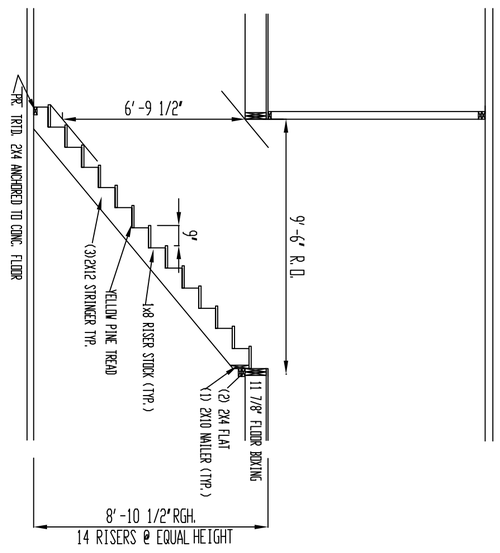


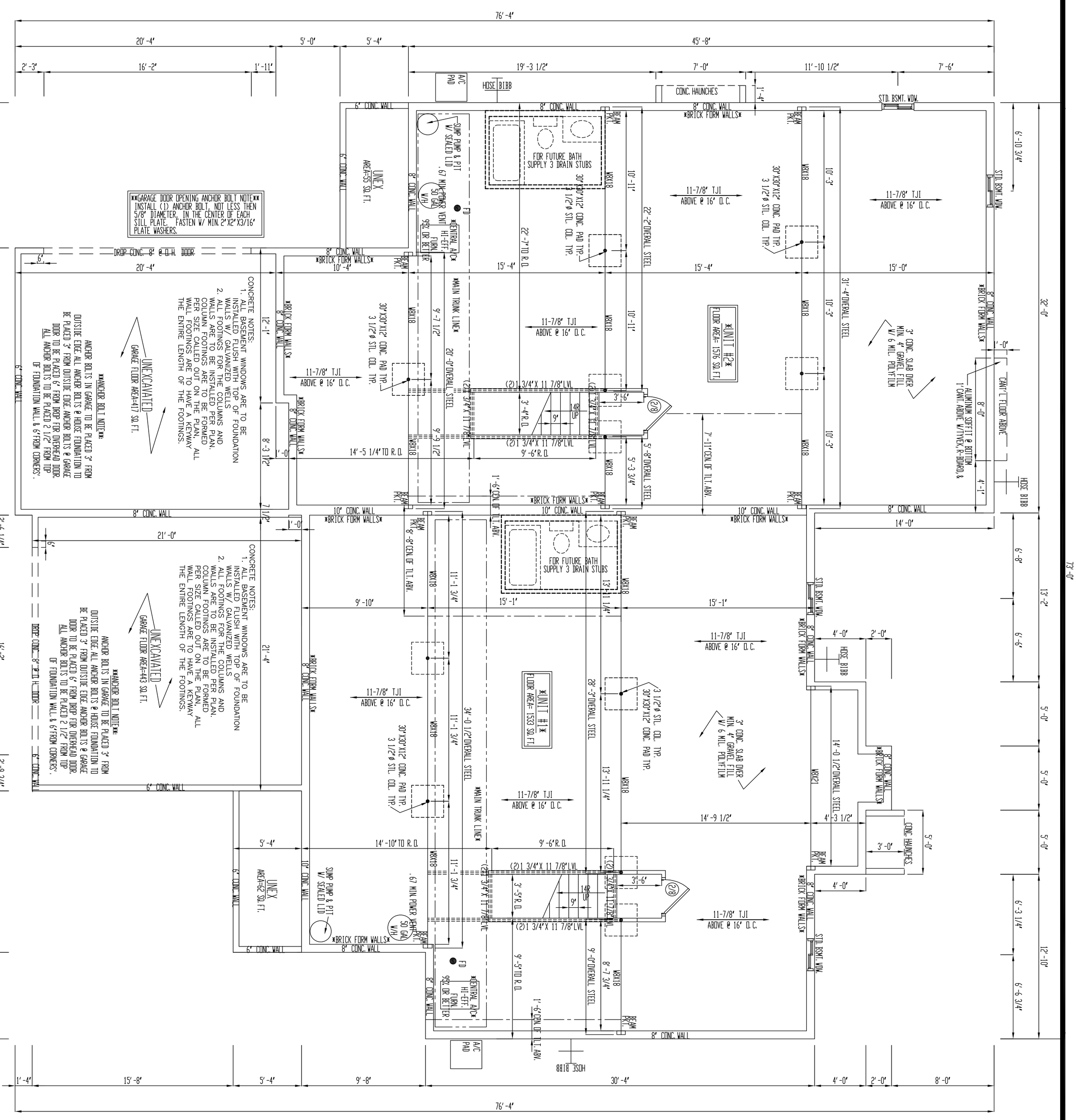
BEAM POCKET DETAIL

SCALE: 1/2"=1'-0"



STAIR SECTION

SCALE: 1/4"=1'-0"



FOUNDATION PLAN

SCALE: 1/4"=1'-0"

8' HIGH WALLS- UNLESS NOTED

CARPENTERS: PLEASE NOTE LOCATIONS OF CENTERLINES FOR PLUMBING & ALLOW 3" MIN. OF SPACE

DRAWN BY: P. A.
DATE:
SCALE: 1/4"=1'-0"
SHEET: 3 OF 4

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ARCHITECTURAL ROOF W/ METAL VALLEYS

2X STUDS
BATT INSULATION
1/2" SHEATHING
1/2" DRYWALL
4 MIL. POLYFILM

EXTERIOR CORNER DETAIL
SCALE: 1/2"=1'-0"

BATT INSULATION
2X STUDS
LADDER BETWEEN STUDS FOR CONN. (MAX. 24" O.C.)
1/2" SHEATHING
4 MIL. POLYFILM
1/2" DRYWALL

EXTERIOR T-WALL DETAIL
SCALE: 1/2"=1'-0"

2X4 DOUBLE TOP PLATE
SEE SIDE VIEW
1/2" O.S.B. BETWEEN HEADER (SEE NAILING SCHEDULE FOR FASTENING.)
2X4 FLAT
2X4 BODY CASE
160 MILS
CRIPPLE STUDS

BEARING HEADER SECTION

NOTE:9 1/2" AND 11 7/8" MICRONAMS TO HAVE TWO (2) ROWS OF 160 MILS; 14", 16", AND 18" MICRONAMS TO HAVE THREE(3) ROWS OF 160 MILS *STAGGER NAILING PATTERN ON OPPOSITE SIDE OF HEADER*

HEADER SIDE VIEW

HEADER DETAIL
NOT TO SCALE.

ICE & WATER IN ALL VALLEYS AND EAVES

CONT. RIDGE VENT
SEE ELEV.
12
TRUSSES BY MFG. @ 24" O.C.
1/2" O.S.B. ROOF DECK W/ H-CLIPS
LIMITED LIFETIME SHINGLES
SYNTHETIC UNDERLAYMENT
VENT TUBES @ 48" O.C.
ALUMINUM GUTTERS & DOWNSPOUTS
2"X6" SUB FASCIA
ALUMINUM SOFFIT &FASCIA
SOFFIT VENTS PER CODE
EXTERIOR WALL CONSTRUCTION
7/16" OSB (WHERE REQUIRED)
HARDIE BOARD SIDING
1" RIGID INSULATION
2X4 STUDS @ 16" O.C.
R-13 BATT INSULATION
4 MIL. POLYFILM
1/2" DRYWALL
1" MIN R-5 STYROFOAM INSULATION FROM TOP OF FOUNDATION TO FOOTING
8" POURED CONC. WALL W/(3)#4 REBAR PER ACI 332-14
12" MIN. STONE PER WISC. CODE
3" Ø DRAIN TILE W/ BLEEDERS @ 8'-0" O.C. CONT. EXTERNAL & INTERNAL
18 X 8 CONC. FOOTING W/ CONT. KEYWAY
6' TO 8" MAX.
2X4 SOFFIT NAILER
2X6 PR. TRTD. SILL PLATE ANCHORED W/ 1/2" ANCHOR BOLTS @ 72" O.C.
8'-0"
1 1/2"
11 7/8"
9'-1 1/8"
R-21 SPRAY-FOAM
R-50 BLOWN IN INSULATION
4 MIL. POLYFILM
5/8" F.C. DRYWALL
-3/4" O.S.B. FLOOR DECK GLUED & SCREWED DOWN
-1/4" LUAN UNDER VINYL ONLY
11 7/8" FLOOR JOISTS @ 16" O.C.
3" CONC. SLAB OVER MIN. 4" GRAVEL FILL W/ 6 MIL. POLYFILM

TYPICAL SECTION
SCALE: 1/4"=1'-0"

FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

15' X12' CONC. PATIO

77'-4"
30'-8"
45'-8"
1'-0"
10'-3 3/4"
15'-9 3/4"
4'-6 1/2"
11'-7 1/2"
11'-2"
12'-7"
10'-3 1/2"
CULTURED STONE W/ STONE SILL
CONC. STEP
6' PATIO DOOR R. O. 6'-0"X6'-11"
R. O. 3'-0"X3'-0" SH3636
4'-1 1/2"
R. O. 2'-6"X5'-0" SH3060
2X6 WALL
CONC. PORCH
5'-4"
SH. &PL.
2'-1"
6'-0 1/2" WINDOW CEN.
R. O. 5'-9 1/8"X 6'-10 1/4" DOOR X (2)SIDELIGHTS
*12"X12" HDR.
CANT. TRUSSES OVER PORCH
FOYER *WOOD*
30" STONE SPACE
MICRO. CIRC.
KITCHEN *CATH. CLG* *WOOD*
12'-9 1/2"
39" REF. SPACE
WATER BOX
18" PANTRY
GRANITE
FLUSH BAR
12" D. CABINETS
5'-0"
4'-0"
27'-6"
UNIT #2 1691 SQ. FT.
RIDGE (VAULTED C.G.)
GREAT RM. *CATH. CLG* *WOOD*
CEILING *VAULTED*
WOOD4236 DIRECT VENT R.O. 42"X36" RAISE 3/4" (2)2X12 @ 5'-0" STONE TO C.G. 12" RAISED HEARTH 6'-5"
GIRDER TRUSS
ROOF TRUSSES ABOVE @ 24" O.C.
BEDROOM #2 *CARPET*
12'-0"
13'-2 1/2"
8'-1"
3'-0 1/4"
2'-3 3/4"
6'-8"
5/0
2'-1"
SH. &PL.
3'-1 1/4" VAULTED
FLAT
2/8
SH3060-2 R. O. 5'-0"X5'-0"
6'-10 3/4"
19'-11"
13'-0 1/4"
4'-0"
8'-0"
4'-1"
6'-9 1/4"
11'-4"
4'-9 3/4"
CULTURED STONE W/ STONE SILL
(2)1 3/4"X 14" LVL
16' X8' STEEL PANEL O.H. DOOR(DROP 4")
SH3060-2 R. O. 5'-0"X5'-0"
11 1/2"
ABOVE @ 24" O.C. ROOF TRUSSES
BEDROOM #3 *CARPET*
11'-6"
5/8" F.C. DRYWALL
11'-5"
VAULTED FLAT
CEILING *VAULTED*
KITCHEN *CATH. CLG* *WOOD*
8'-9"
PLANT SHELF @ 9'-0"
DINING *CATH. CLG* *WOOD*
UNIT #1 1626 SQ. FT.
GREAT RM. *CATH. CLG* *WOOD*
TILED WALLS
5'-0"
5'X3' SHOWER PAN
ARCH OPENING
TILE
3'-2"
3'-4"
SH. &PL.
8'-7 3/4"
20X30 MIN ATT. ACCESS
CARPET
6'-6"
13'-9"
M. BEDROOM *CATH. CLG* *CARPET*
VAULTED *CEILING*
15'-6 1/2"
(2)1 3/4"X 11 7/8" LVL
GIRDER TRUSS VAULTED FLAT
ROOF TRUSSES ABOVE @ 24" O.C.
20'-0 1/2"
20'-10"
10'-5"
R. O. 3'-0"X5'-0" SH3060-2
GARAGE NOTE: ENTIRE GARAGAE TO BE DRYWALLED. USE F.C. DRYWALL WHERE REQUIRED BY CODE
4" CONC. SLAB OVER MIN. 4" GRAVEL FILL
GARAGE
20X30 MIN ATT. ACCESS
20'-1 1/2"
7 1/4"
6'-7 1/2"
4/0
1'-0"
2'-0"
SH. &PL.
7'-6 3/4"
LAUNDRY *TILE*
WASHER
DRYER
F.C. DOOR
CONC. STEPS
2/8
4'-0"
6'-4"
2'-8 1/2"
5' TUB/SHOWER
BATH #2 *TILE*
ARCH OPENING
3' VANITY
2'-8 1/2"
5' SOAKER
NICHE
M. BATH *TILE*
5'-6"
5' DBL. VANITY
3/0 DW. ARCH.
1'-10 1/2"
3 SH.
2X8 WALL
2X6 WALL
SH. &PL.
DRYER
WASHER
9'-10"
20'-8 1/2"
F.C. DOOR
CONC. STEP
LAUNDRY *TILE*
NICHE 5' SOAKER
ARCH OPENING
6'
5'-0"
M. BATH *TILE*
24" LINEN
6' DBL. VANITY
30" PANTRY
39" REF. SPACE
WATER BOX
3'-6 1/2"
ARCH OPENING
5'-0"
5'X3' SHOWER PAN
TILED WALLS
CARPET
20X30 MIN ATT. ACCESS
6'-10 1/2"
SH. &PL.
11'-7"
5/8" F.C. DRYWALL
FLAT VAULTED
MICRO. CIRC.
30" STONE
DW
FLUSH BAR
KITCHEN *CATH. CLG* *WOOD*
RIDGE (VAULTED C.G.)
DINING *CATH. CLG* *WOOD*
ABOVE @ 24" O.C. ROOF TRUSSES
M. BEDROOM *CATH. CLG* *CARPET*
CEILING *VAULTED*
12'-10"
6'-6 1/2"
6'-0"
15'-1"
14'-0"
1'-0"
DOUBLE 2X4 WALL W/ 5/8"FIRE RATED DRYWALL BETWEEN FROM FLOOR TO BOTTOM OF ROOF (STACK TRUSS IN LINE W/ FACE OF WALL)
CULTURED STONE W/ STONE SILL
SH3060-3 R. O. 7'-6"X5'-0"
4'-0"
2'-0"
SH3060 R. O. 2'-6"X5'-0"
SH3660 R. O. 3'-0"X5'-0"
12" RAISED HEARTH (7'1 1/2"WX16"D)
WOOD4236 DIRECT VENT R.O. 42"X36" RAISE 3/4" (2)2X12 @ 5'-0" STONE TO C.G.
6'-0"
GIRDER TRUSS
FULL-LITE
CONC. STEP
2'-4 3/4"
2'-7 1/4"
5'-0"
6'-3 1/4"
12'-10"
6'-6 3/4"
15' X12' CONC. PATIO
73'-0"
12'-7"
4'-10 1/2"
4'-6"
6'-9"
3'-2 1/2"
NOTE INSTALL 4" PVC UNDER SIDEWALK. TO PITCH TOWARDS STREET
CULTURED STONE W/ STONE SILL
ROOF TRUSSES ABOVE @ 24" O.C.
16' X8' STEEL PANEL O.H. DOOR(DROP 4")
(2)1 3/4"X 14" LVL
GARAGE NOTE: ENTIRE GARAGAE TO BE DRYWALLED. USE F.C. DRYWALL WHERE REQUIRED BY CODE
4" CONC. SLAB OVER MIN. 4" GRAVEL FILL
GARAGE
21'-6"
10'-7 1/4"
10'-10 3/4"
21'-0 1/4"
SH3060-2 R. O. 5'-0"X5'-0"
5'-4"
7'-0"
7'-3"
9'-6"
15'-1"
RAILING & SPINDLES
14R DN
9"
CANT. TRUSSES OVER PORCH
CONC. PORCH
FOYER *CATH. CLG* *WOOD*
2/8
3/0
5/0
4/0
2'-1"
3 SH.
SH. &PL.
2'-5 1/2"
3'-4"
4'-6" VANITY
BATH #2 *TILE*
5'-0"
3'-0" D.W. ARCH
CARPET
5'-7 1/2"
ARCH OPENING
5' TUB/SHOWER
3'-0"
12'-6 1/2"
BEDROOM #2 *CARPET*
ABOVE @ 24" O.C. ROOF TRUSSES
UNIT #1 1626 SQ. FT.
GREAT RM. *CATH. CLG* *WOOD*
14'-5"
SH3060 R. O. 2'-6"X5'-0"
CULTURED STONE W/ STONE SILL
SH3060-2 R. O. 5'-0"X5'-0"
18"X36" CULTURED STONE W/LIMESTONE LEDGE & TAPERED COMP. COLUMN ABOVE (SEE ELEVATION) (FRAME 14"X32"X36")
SH2436 R. O. 2'-0"X3'-0"
SH3060 R. O. 2'-6"X5'-0"
7'-2"
9'-9 1/2"
13'-4 1/2"
2'-0"
1'-4"
21'-0"
9'-8"
30'-4"
4'-0"
8'-0"
77'-4"

DRAWN BY: P. A.
DATE:
SCALE: 1/4"=1'-0"
SHEET: 4 OF 4

REVISIONS:

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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-BOARD IS TO BE USED ON 1ST FLOOR CANTILEVERS). 2ND FLOOR CANTILEVERS ARE TO BE INSULATED W/ R-19 BATT INSULATION, AND 1/2" R-BOARD 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 DEATAIL), 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-BOARD 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

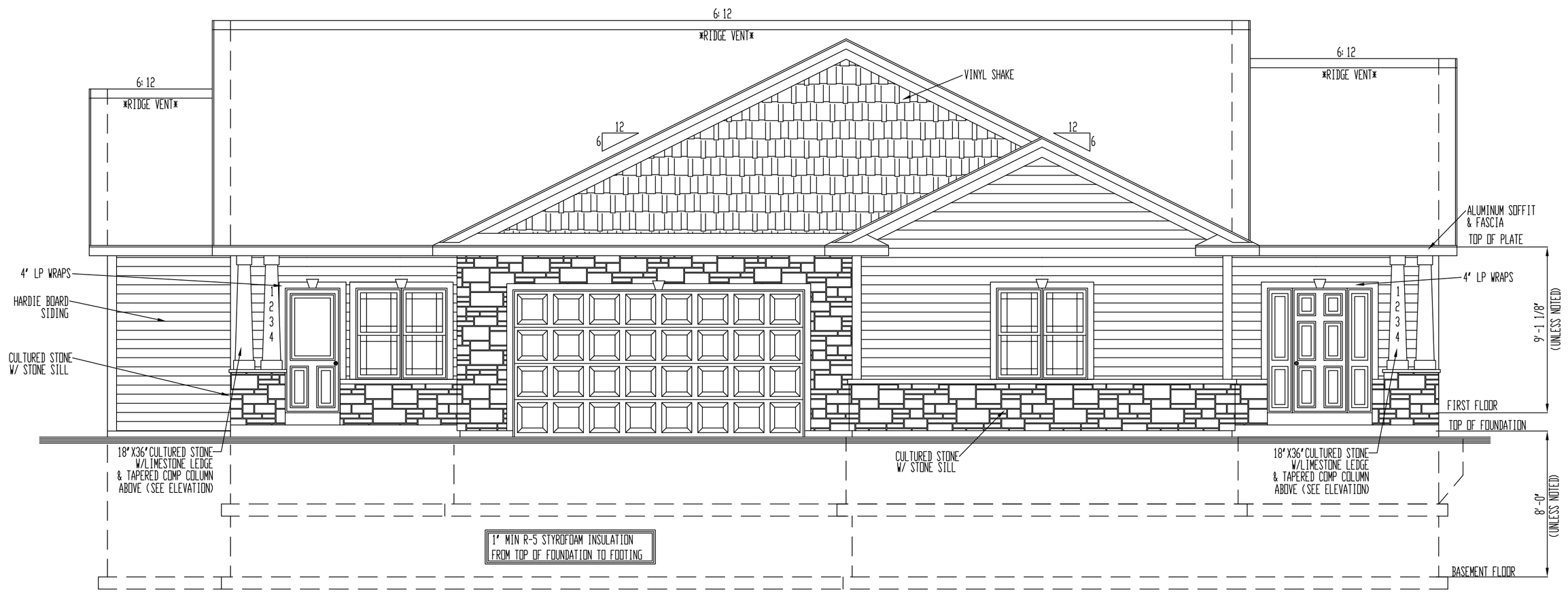
ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

HOUSEWRAP ENTIRE BUILDING

9' HIGH WALLS- UNLESS NOTED

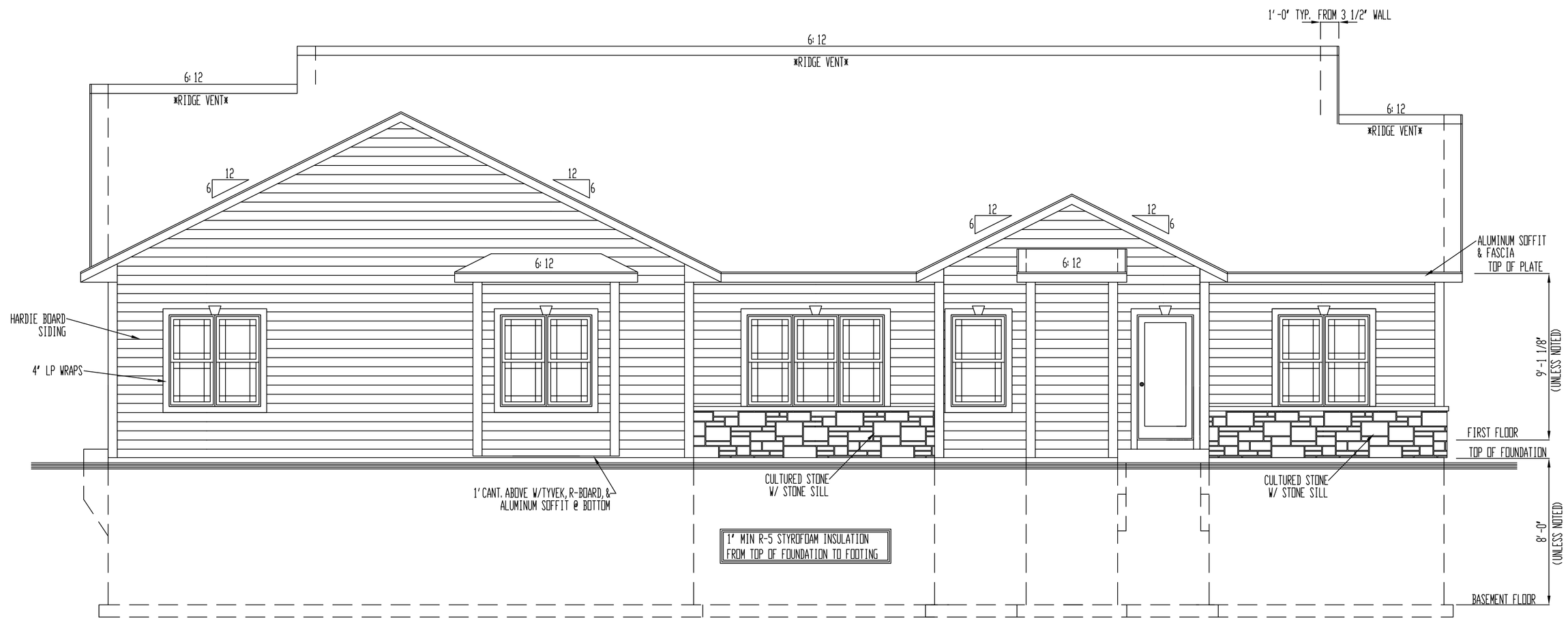
R-50 BLOWN-IN ATTIC INSULATION

R-21 SPRAY FOAM JOIST ENDS



FRONT ELEVATION

SCALE: 1/4"=1'-0"



REAR ELEVATION

SCALE: 1/4"=1'-0"

RESIDENCE CUSTOM DESIGNED FOR:

WILLOW GROVE
CUSTOM DUPLEX, 3 CAR OPTION
PLEASANT PRAIRIE, WI

8501 75th St., Suite H
Kenosha, WI 53142
O: 262-694-1677
www.HarpeDevelopment.com

HARPE DEVELOPMENT

REVISIONS:

DRAWN BY: P. A.	SHEET: 1 OF 4
DATE: 7/28/21	
SCALE: 1/4"=1'-0"	

DRAWN BY:	P. A.
DATE:	
SCALE:	1/4"=1'-0"
SHEET:	2 OF 4

REVISIONS:

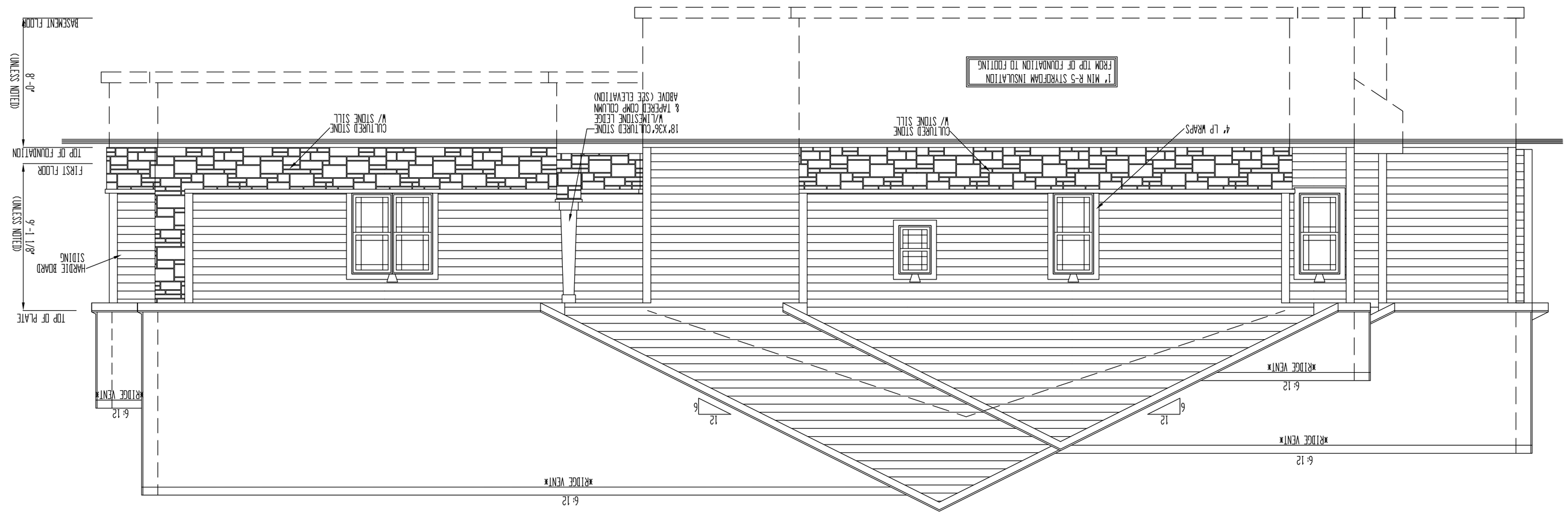
HARPE DEVELOPMENT

8501 75th St., Suite H
Kenosha, WI 53142
O: 262-694-1677
www.HarpeDevelopment.com

RESIDENCE CUSTOM DESIGNED FOR:

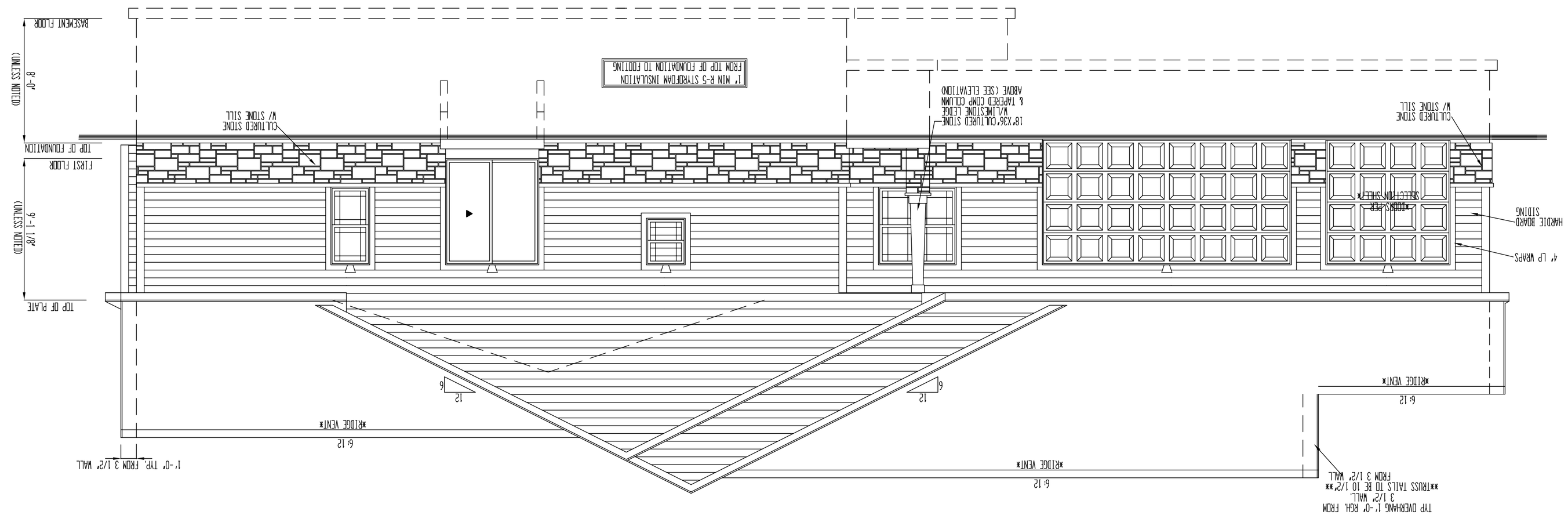
LEFT ELEVATION

SCALE: 1/4"=1'-0"



RIGHT ELEVATION

SCALE: 1/4"=1'-0"



#9' HIGH WALLS- UNLESS NOTED#

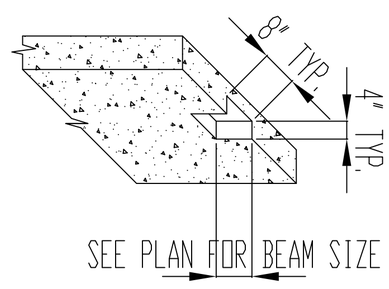
R-50 BLOWN-IN ATTIC INSULATION

R-21 SPRAY FOAM JOIST ENDS

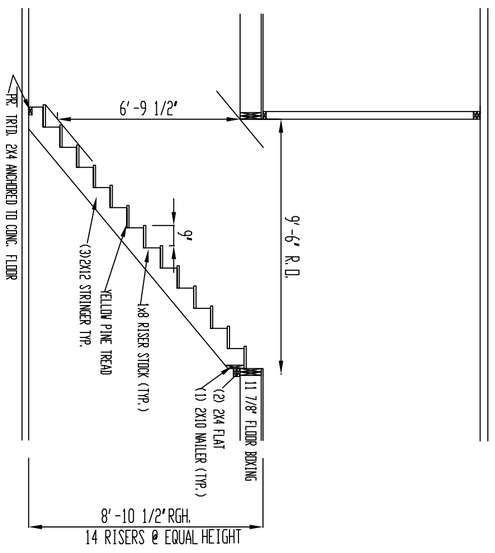
ARCHITECTURAL ROOF W/ METAL VALLEYS

ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

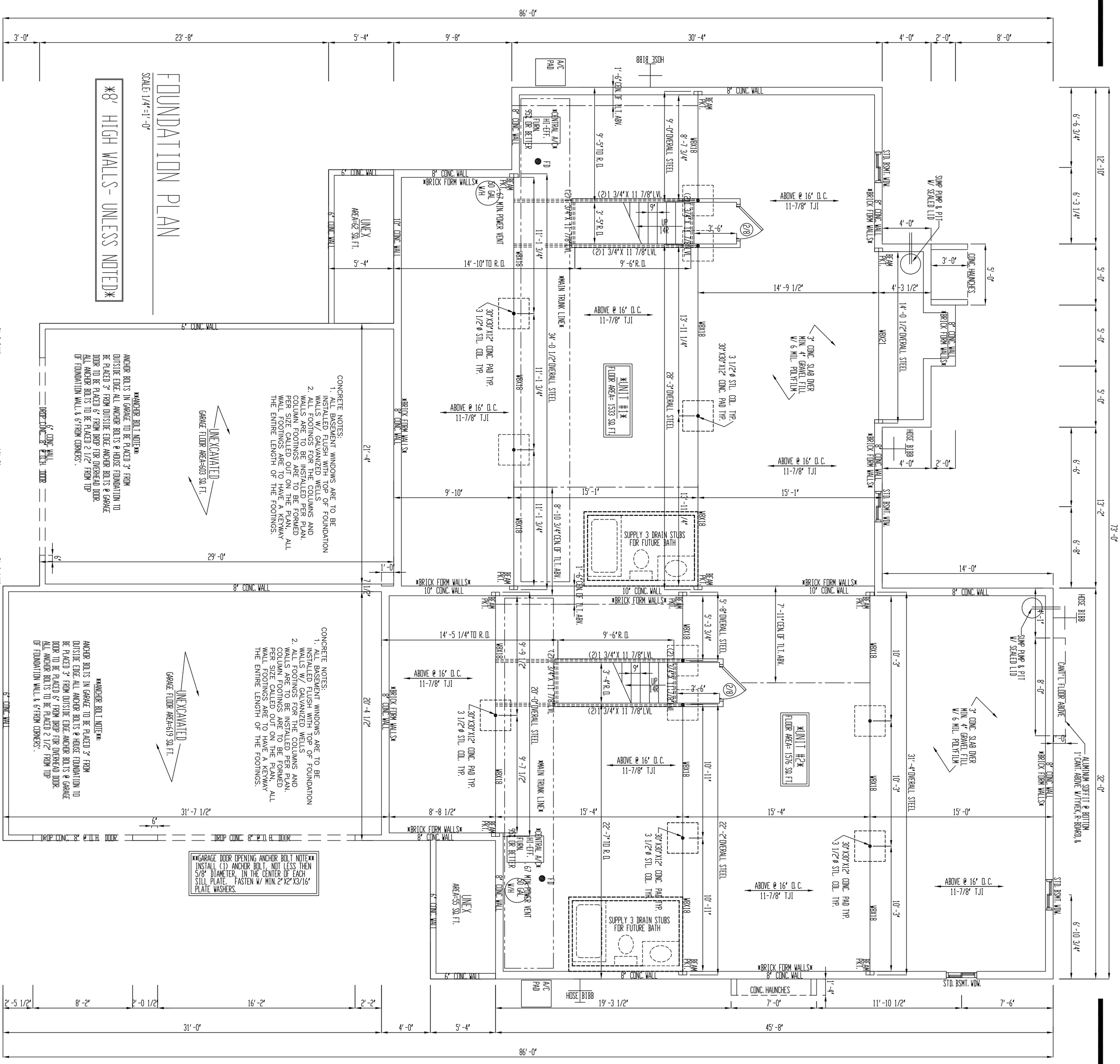
HOUSEWRAP ENTIRE BUILDING



BEAM POCKET DETAIL
SCALE: 1/2"=1'-0"



STAIR SECTION
SCALE: 1/4"=1'-0"



FOUNDATION PLAN
SCALE: 1/4"=1'-0"

8' HIGH WALLS- UNLESS NOTED

CONCRETE NOTES:
1. ALL BASEMENT WINDOWS ARE TO BE INSTALLED FLUSH WITH TOP OF FOUNDATION WALLS W/ GALVANIZED WELLS
2. ALL FOOTINGS FOR THE COLUMNS AND WALLS ARE TO BE INSTALLED PER PLAN. COLUMN FOOTINGS ARE TO BE FORMED PER SIZE CALLED OUT ON THE PLAN. ALL WALL FOOTINGS ARE TO HAVE A KEYWAY THE ENTIRE LENGTH OF THE FOOTINGS.

ANCHOR BOLT NOTE:
ANCHOR BOLTS IN GARAGE TO BE PLACED 3" FROM OUTSIDE EDGE. ALL ANCHOR BOLTS @ HOUSE FOUNDATION TO BE PLACED 3" FROM OUTSIDE EDGE. ANCHOR BOLTS @ GARAGE DOOR TO BE PLACED 6" FROM DROP FOR OVERHEAD DOOR. ALL ANCHOR BOLTS TO BE PLACED 2 1/2" FROM TOP OF FOUNDATION WALL & 6" FROM CORNERS".

GARAGE DOOR OPENING ANCHOR BOLT NOTE
INSTALL (1) ANCHOR BOLT, NOT LESS THEN 5/8" DIAMETER, IN THE CENTER OF EACH SILL PLATE. FASTEN W/ MIN. 2"X2"X3/16" PLATE WASHERS.

CARPENTERS: PLEASE NOTE LOCATIONS OF CENTERLINES FOR PLUMBING & ALLOW 3" MIN. OF SPACE

DRAWN BY: P. A.
DATE:
SCALE: 1/4"=1'-0"
SHEET: 3 OF 4

REVISIONS:

HARPE DEVELOPMENT
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RESIDENCE CUSTOM DESIGNED FOR:

HOUSEWRAP ENTIRE BUILDING

ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL Rreturns W/ WOOD SILLS

9' HIGH WALLS- UNLESS NOTED

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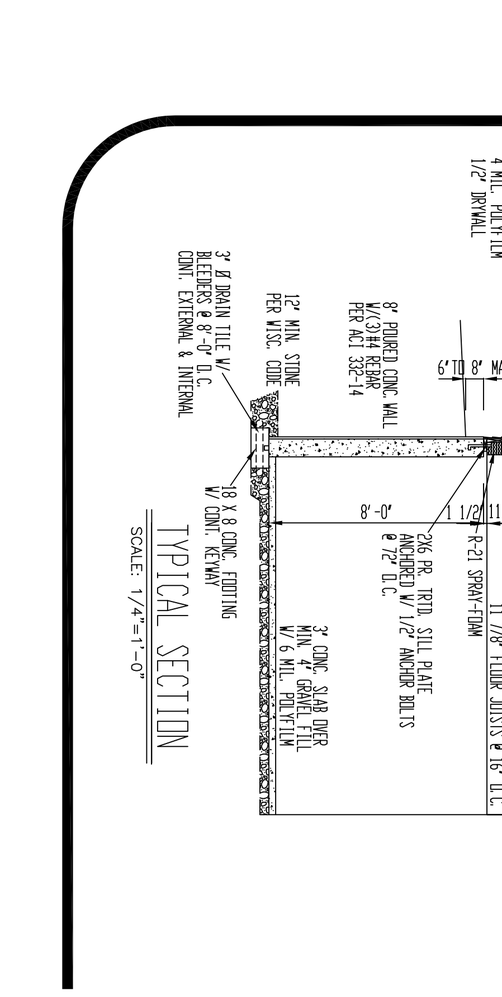

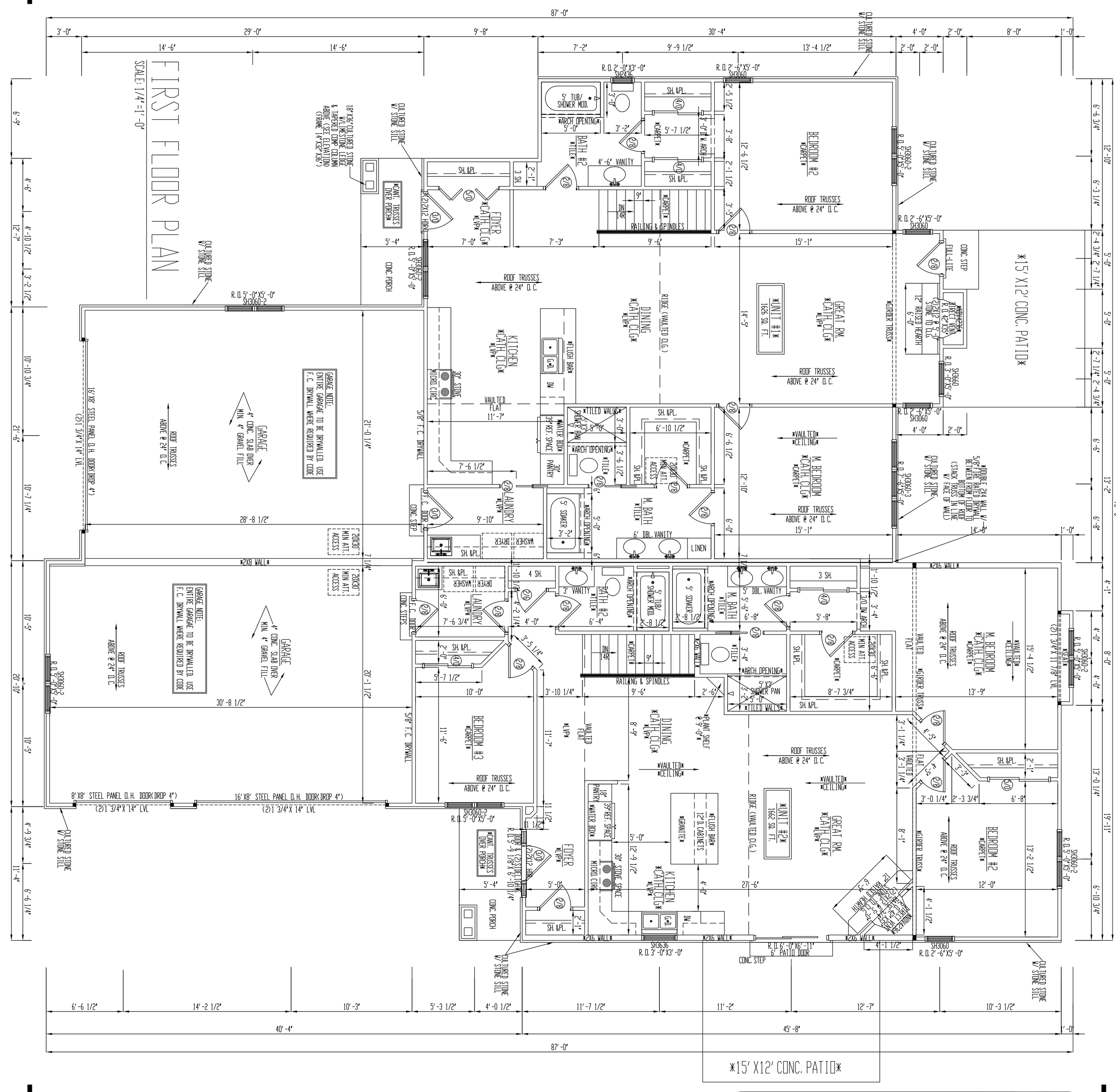

DRAWN BY: P. A.
DATE:
SCALE: 1/4"=1'-0"
SHEET: 4 OF 4

REVISIONS:

HARPE DEVELOPMENT
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RESIDENCE CUSTOM DESIGNED FOR:

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Receive Plan Commission recommendation and consider approval of a Comprehensive Plan Amendments (Ord. #26-34) at the request of Dustin Harpe, owner of the property generally located at 88th Avenue and 68th Street, related to Willow Grove Condominium development.

PROPOSED BY: Community Development	**FISCAL IMPACT: No**
AGENDA CATEGORY: Ordinance	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

The proposed CSM will create a 6.2 acre lot for the development of the Willow Grove Condominium (nine 2-unit buildings) and dedicated 68th Street and 86th Avenue.

The Wetlands on the property were re-delineated in April of 2024 by Heartland Ecological Grip, Inc., a WI DNR Assured Biologist. The WI DNR and the ACOE have issued a permit to fill a portion of the wetlands as shown on the proposed CSM. The wetland area remaining, as shown on the proposed CSM, will be located within wetland preservation and protection easement as shown on the CSM and is proposed to be rezoned into the C-1, Lowland Resource Conservancy District. The non-wetlands on the property will be rezoned into the R-8 Urban Two-Family Residential District and the entire property will be located within a PUD, Planned Unit Development Overlay District.

The following amendments are proposed to the Comprehensive Plan:

- **To amend the 2035 Land Use Plan Map 9.9 to place the wetlands as shown on the proposed CSM into the park, recreational and other opens space lands with a field verify wetland land use designation and to remove the urban reserve overlay designation from the entire property so that the Land Use Plan and the Zoning Map are consistent.**
- **to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted change to the 2035 Land Use Plan Map 9.9.**

See additional information related to the CSM, Final Condominium Plat and Zoning Map and Text Amendments that are also being considered at tonight's meeting.

STAFF RECOMMENDATION:

On June 1, 2026, the Plan Commission held a public hearing and recommended that the Village Board approve the Comprehensive Plan Amendments as presented. This ordinance shall not be finalized and become effective until the CSM and the Final Condominium Plat are approved and recorded at the Kenosha County Register of Deeds Office.

Ord #26-34.pdf

Comp Plan Amend App_R.pdf

ORD. #26-34

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

BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees, Kenosha County, Wisconsin, hereby approves the following amendments to the Village 2035 Comprehensive Plan related to the property known as Lot 1 of CSM _____ generally located property generally located at 88th Avenue and 68th Street in U.S. Public Land Survey Section 4, Township 1 North, Range 22 East in the Village of Pleasant Prairie:

1. To amend the Land Use Map 9.9 to place the wetlands as shown and legally described on CSM into the park, recreational and other opens space lands with a field verify wetland land use designation and to remove the urban reserve overlay designation from the entire property.
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted change to the 2035 Land Use Plan Map 9.9.

A copy of the adopted ordinance will remain on file with the Village Zoning Administrator, updated on the Comprehensive Plan and posted under Public Documents online with the Village Code of Ordinances.

Adopted this 8th day of June 2026.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

_____
David J. Klimisch
Village President

_____
Jane C. Snell
Village Clerk

Ayes: ___ Nayes: ___ Absent: ____

Posted: _____
CODE26-04-05

Comprehensive Plan Amendment Application

Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262.925.6717
Email: communitydevelopment@pleasantprairiewi.gov

GENERAL INFORMATION

Property Location/Address: 88th Avenue & 68th Street

Tax Parcel Number(s): 92-4-122-043-0200

LAND USE MAP AMENDMENT (check all that apply)

☑	Correct Land Use Map as a result of a wetland staking being completed
☑	Correct Land Use Map as a result of a wetland fill permit obtained by the WI DNR and US ACOE
☐	Remove the Urban Reserve land use designation
☐	Other (describe change):

If the property is being changed into multiple land use designations or only a portion of the property is being changed (i.e. wetlands area) then submit an exhibit with complete legal description of each land use designation. In addition, wetland report or wetland fill permits, as applicable shall be submitted with this application.

NEIGHBORHOOD PLAN AMENDMENT

☐	To amend the following Neighborhood Plan

OTHER AMENDMENT TO THE COMPREHENSIVE PLAN

Describe proposed change(s):

REQUIRED SIGNATURES

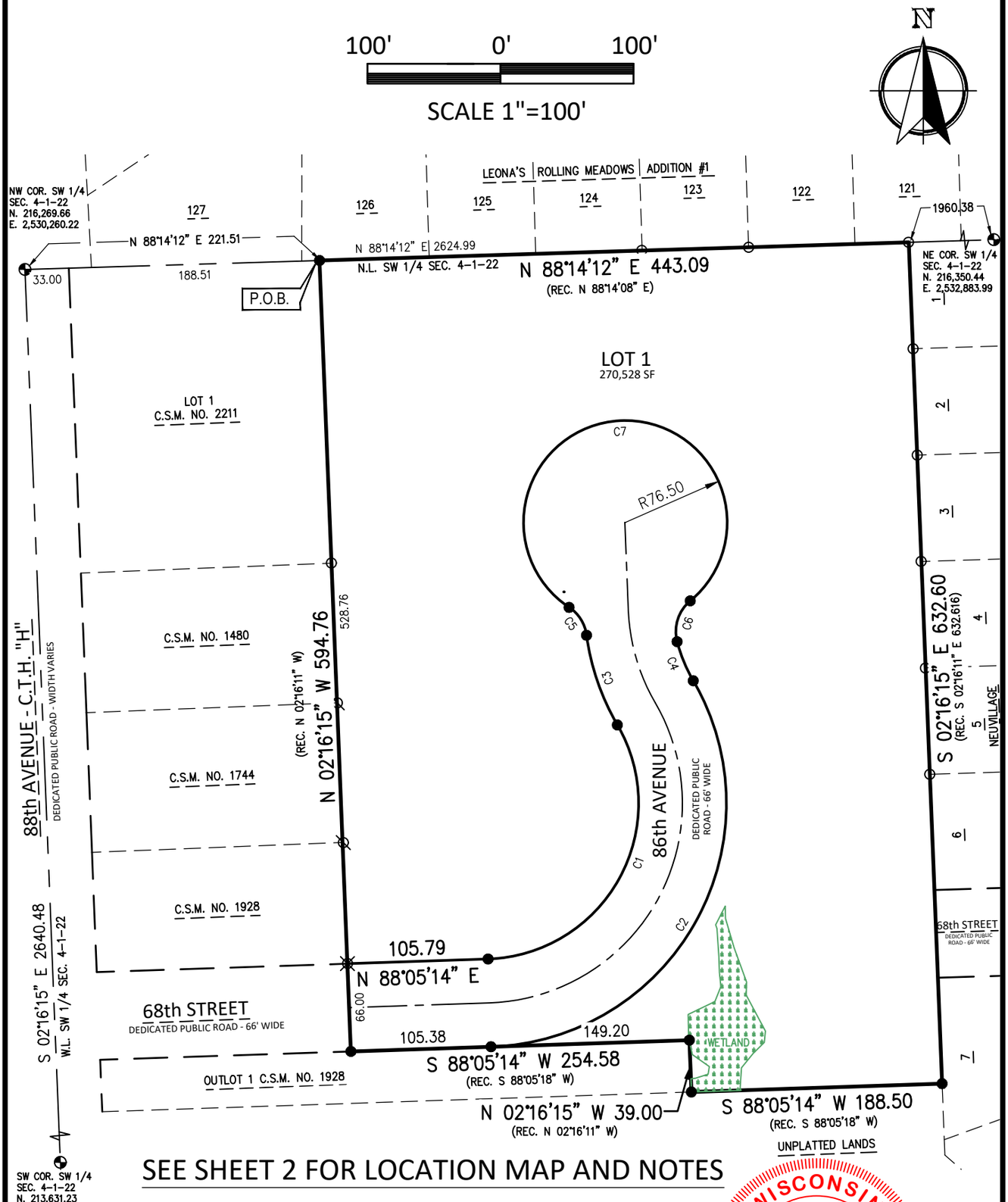
I hereby certify that all the above statements and all attachments submitted with this application are true and correct to the best of my knowledge.

PROPERTY OWNER	APPLICANT
Print Owners Name: Willow Grove Condos LLC	Company Name: Willow Grove Condos LLC
Print Name of Signatory: Dustin Harpe	Print Name of Signatory: Dustin Harpe
Signature: DocuSigned by:	Signature: DocuSigned by:
Mailing Address: 8501 75th St, Suite H	Mailing Address: Dustin Harpe
City/State/ZIP: Kenosha, WI 53142	City/State/ZIP: Kenosha, WI 53142
Date: April 16, 2026	Date: April 16, 2026

CERTIFIED SURVEY MAP NO. _____

RECORDING DATA

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.



SEE SHEET 2 FOR LOCATION MAP AND NOTES

NOTE:

WETLANDS DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL GROUP, INC. ON APRIL 25, 2025

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

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

This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 1 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

Curve Table								
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing	
C1	118°18'25"	117.00	241.59	195.91	N28° 56' 01"E	200.90	N88°05'14"E	N30°13'11"W
C2	118°18'28"	183.00	377.87	306.42	N28° 56' 02"E	314.23	N88°05'14"E	N30°13'11"W
C3	22°28'14"	183.00	71.77	36.35	S18° 59' 04"E	71.31	S07°44'54"E	S30°13'11"E
C4	15°37'40"	117.00	31.91	16.06	S22° 24' 21"E	31.81	S14°35'31"E	S30°13'11"E
C5	48°42'20"	30.00	25.50	13.58	N32° 06' 04"W	24.74	N07°44'54"W	N56°27'15"W
C6	64°54'25"	30.00	33.99	19.08	S17° 51' 42"W	32.20	S50°18'54"W	S14°35'31"E
C7	286°46'06"	76.50	382.89	56.85	S86° 55' 51"W	91.26	N50°18'54"E	S56°27'12"E
C8	74°09'09"	183.00	236.84	138.28	N51° 00' 40"E	220.65	N88°05'14"E	N13°56'05"E
C9	38°48'44"	183.00	123.96	64.47	N05° 28' 17"W	121.61	N13°56'05"E	N24°52'39"W

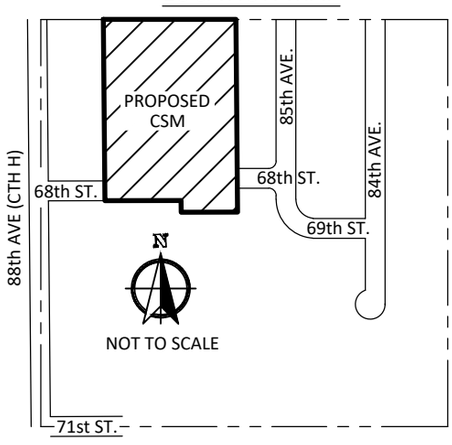
Easement Line Table		
Line #	Length	Direction
L1	153.48	N88° 14' 12"E
L2	140.61	S15° 43' 05"E
L3	249.95	S02° 16' 15"E
L4	172.17	S87° 44' 59"E
L5	299.82	N02° 16' 15"W
L6	170.24	S87° 56' 43"W
L7	105.38	N88° 05' 14"E
L8	32.35	S88° 23' 25"E

Wetland Line Table		
Line #	Length	Direction
L10	9.95	N02° 16' 15"W
L11	3.45	N83° 14' 44"E
L12	9.96	N72° 36' 28"E
L13	5.89	N09° 07' 26"E
L14	15.64	N54° 59' 53"W
L15	10.49	N12° 01' 42"W
L16	0.60	N02° 14' 23"W
L17	0.08	S88° 17' 28"W
L18	2.35	N11° 53' 46"W
L19	17.06	N01° 16' 01"W
L20	22.28	N64° 17' 51"E
L21	12.11	N21° 57' 33"E
L22	10.65	N05° 48' 17"W
L23	11.75	N01° 53' 54"W

Wetland Line Table		
Line #	Length	Direction
L24	21.25	N03° 49' 46"W
L25	3.01	N20° 34' 09"W
L27	15.74	N27° 12' 17"E
L28	9.19	S01° 49' 11"E
L29	23.02	S16° 19' 48"E
L30	27.33	S19° 53' 23"E
L31	9.83	S01° 27' 32"W
L32	30.57	S28° 07' 56"E
L33	8.54	S05° 35' 10"W
L34	11.87	S45° 04' 57"W
L35	13.82	S39° 18' 36"W
L36	15.15	S03° 37' 23"W
L37	1.98	S19° 19' 29"E
L38	37.32	S88° 05' 14"W

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

LOCATION MAP



NW 1/4 OF THE SW 1/4 OF SECTION 4-1-22

LEGEND:

- ● DENOTES A SET 2.375" O.D. IRON PIPE STAKE, 18" IN LENGTH, WEIGHT OF 3.65 LBS. / LIN. FT. MIN.
- ○ DENOTES A FOUND 1-1/4" IRON PIPE
- ⊗ DENOTES A FOUND 1" IRON PIPE
- ⊘ DENOTES A FOUND ANGLE IRON
- ◍ DENOTES A FOUND CONCRETE MONUMENT WITH BRASS CAP
- ( ) RECORDED BEARING AND/OR DISTANCE

NOTES:

EXISTING ZONING: R4 - URBAN SINGLE FAMILY (UHO)
PROPOSED ZONING: R8 (PUD) - URBAN TWO-FAMILY RESIDENTIAL DISTRICT

OWNER/LAND SPLITTER: WILLOW GROVE CONDOS, LLC
ADDRESS: 8501 75TH STREET, KENOSHA, WI 53142

BEARING BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1983 / 2011. THE NORTH LINE OF THE SW 1/4 SECTION 4-1-22 IS ASSUMED TO BEAR N 88°14'12" E.

Nielsen Madsen + Barber
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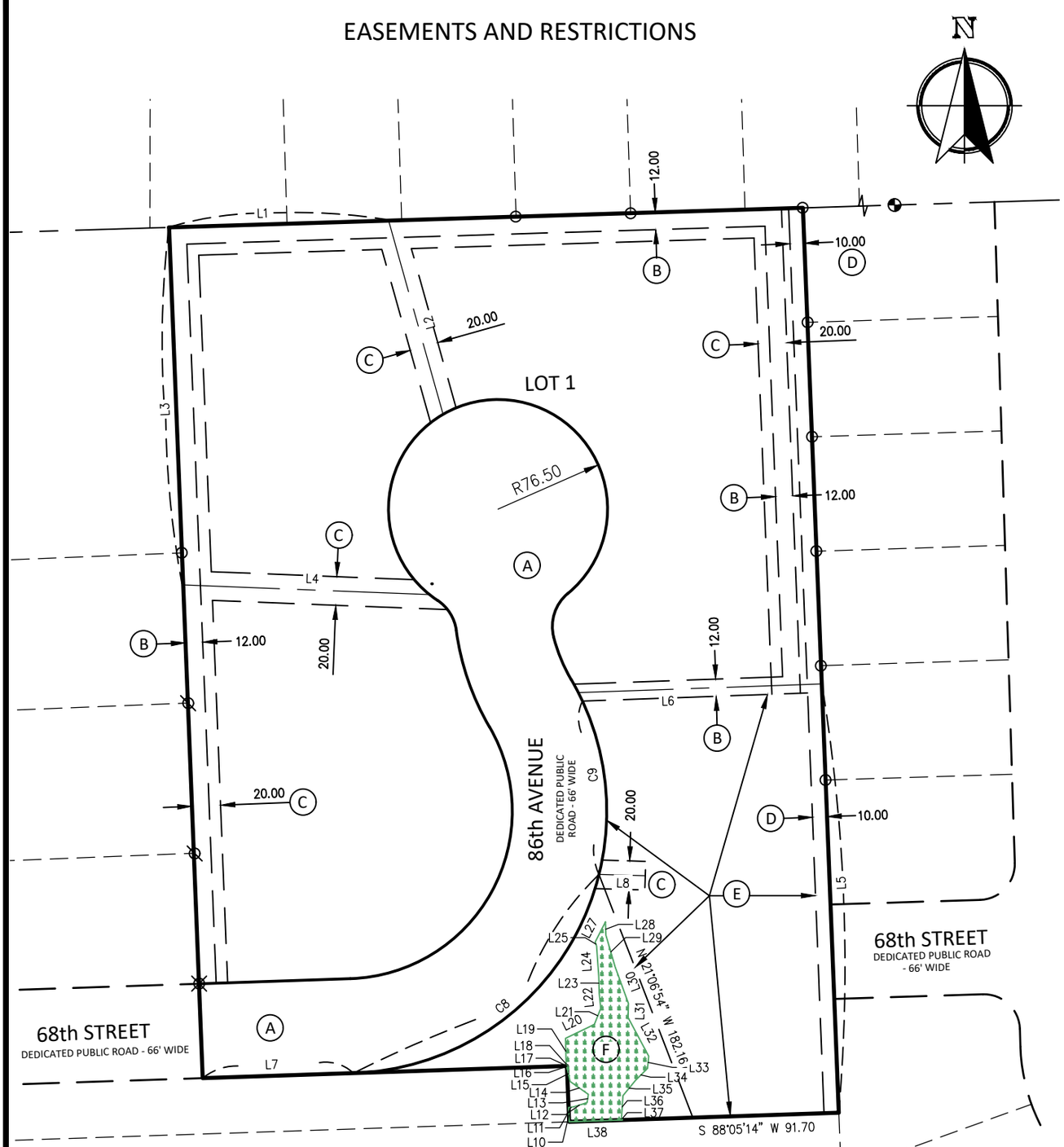
2018.0328.01.DWG
SHEET 2 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

EASEMENTS AND RESTRICTIONS



SEE SHEET 2 FOR EASEMENT LINE AND CURVE TABLE

100' 0' 100'

SCALE 1"=100'

(A) DEDICATED PUBLIC ROAD.

(B) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT.

(C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT.

(D) DEDICATED 10' TREE PRESERVATION, ACCESS AND MAINTENANCE EASEMENT.

(E) DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT.

(F) DEDICATED WETLAND PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT.

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This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 3 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

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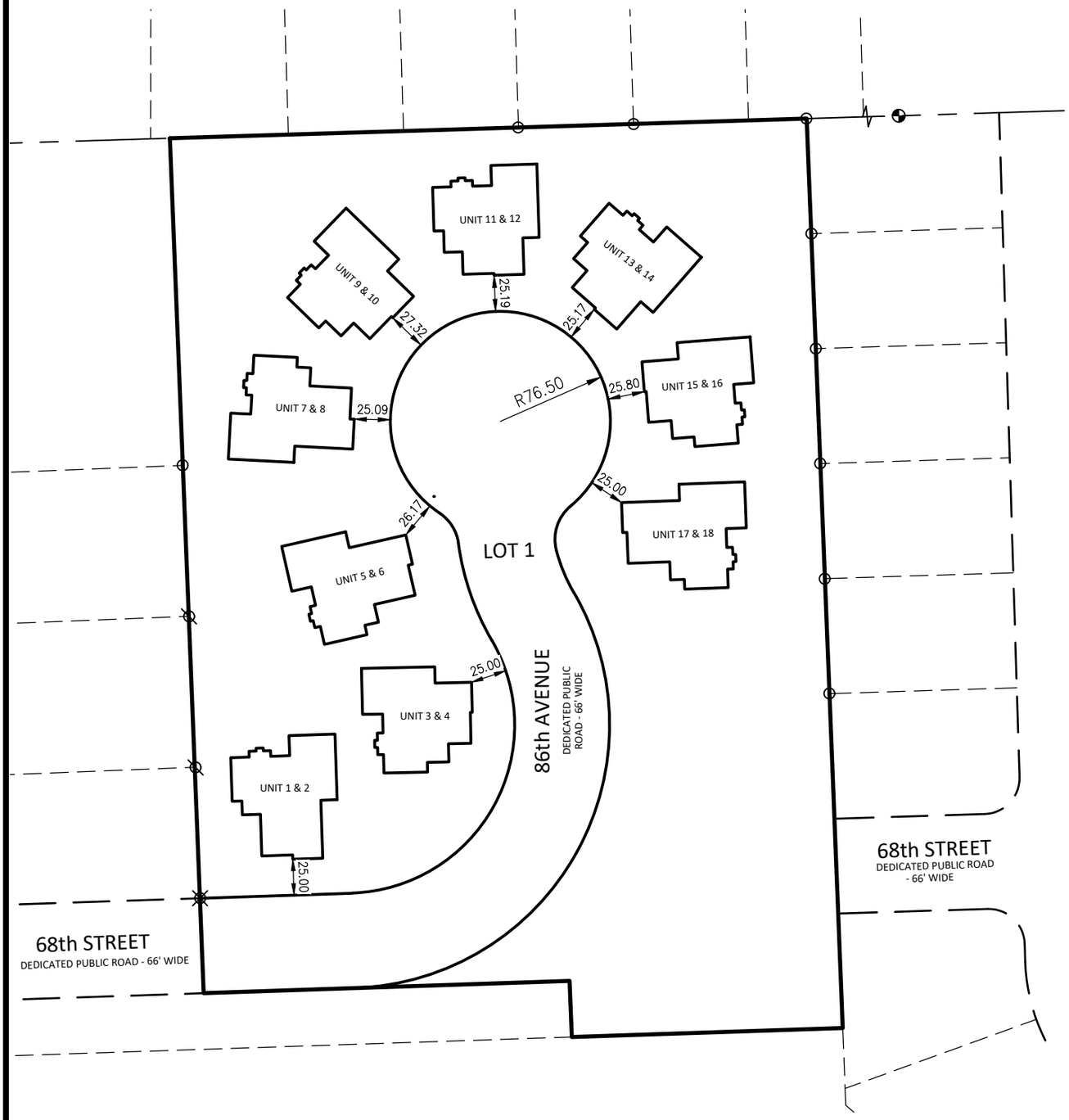
86TH AVENUE PUBLIC ROADWAY SETBACK EXHIBIT



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SHEET 4 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

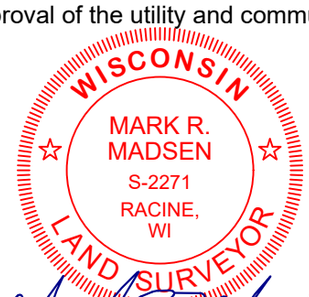
A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

DEDICATED PUBLIC STREET (A)

The fee interest in the areas shown as a Dedicated Public Street on this CSM (86th Avenue) are being dedicated, given, granted and conveyed by Willow Grove LLC (hereinafter referred to as the "Association") to the Village of Pleasant Prairie, its successors and assigns (hereinafter referred to as the "Village") for the inspection, construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, curbs and gutters, sidewalks (if required by the Village), street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM granted to the Association for street terrace grading, placing topsoil and seeding, street trees, Cul-de-sac landscaping and maintenance and other landscaping planting and the snow clearance, maintenance, repair and replacement of driveways in the area between the roadway and their properties as 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); and (2) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM granted to the Association for the planting and maintenance of grass and street trees, Cul-de-sac landscaping and maintenance and for the snow removal and construction, installation, repair, replacement, maintenance and use of such driveways in the area between the public roadway and the adjacent properties as 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, but not the obligation to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions unless such costs are assessed to the abutting properties). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets, or the Association, or of the Owners, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT (B)

Easements coextensive with the areas shown as 12' dedicated utility easement areas on this csm are hereby dedicated, given, granted and conveyed by the developer ("the grantor") to we energies f/k/a Wisconsin electric power company, sbc f/k/a Wisconsin bell, inc. d/b/a Ameritech- Wisconsin and time warner cable inc. and their respective successors and assigns (collectively, the "utility and communications grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots or outlots (or portions thereof) shown on this csm and for any related ingress and egress. these easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required so as not to interfere with the utility and communication grantees use of the easement areas. to the extent possible, all such utility and communications lines and facilities shall be installed underground. upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more that four (4) inches of final grade without the written approval of the utility and communications grantees. the grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the utility and communications grantees unless a separate agreement is entered into between the grantor and grantees regarding the transfer of the restoration and maintenance responsibilities to the grantees. no buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the utility and communication grantees.



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

This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 5 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENTS (C)

Perpetual nonexclusive easement coextensive with the areas shown as Dedicated Stormwater Drainage, Access and Maintenance Easement areas on this CSM are hereby given, granted and conveyed by the Land Divider 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 Dedicated Stormwater Drainage, Access and Maintenance Easement areas 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 areas, which shall be required by the Owners 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 areas and (3) such future driveways, curbs and gutters, sidewalk-if required, landscaping, street trees, or other uses of the Easement areas as may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Stormwater, Drainage, Access and Maintenance Easement areas and the rights of any other persons or entities with respect to the Easement areas, the Village's rights under these Easement areas shall be deemed to be superior.

10' TREE PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (D)

Perpetual nonexclusive easement coextensive with the area shown as 10' tree preservation and protection, access and maintenance easement on lot 1 of this csm are hereby dedicated, given, granted, and conveyed by the developer to the lot 1 owners for tree and bush preservation and protection, tree planting, pruning, watering and removing of dead or dying trees or tree limbs and for all related ingress and egress, these tree preservation and protection, access and maintenance easement areas shall be exclusive, except for: (1) such other easements as may be dedicated on this csm with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance of the trees and bushes within the easement areas by the lot owners which such easements are located as will not interfere with the improvements, uses and purposes of the lot owners ; and (3) such other uses of the easement areas as may be approved by the lot owners and subject to any restrictions or conditions that the lot owners may impose.

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

A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Lot 1 of this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Lot 1 Owners, its successors and assigns and its successors-in-title and to the Village of Pleasant Prairie for storm water conveyance and management purposes including but not limited to all related ingress and egress, construction, installation, repair, replacement, landscaping, and maintenance activities. This Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement shall be exclusive except for: (1) such other easements conveyed herein within respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot 1 Owners as it will not interfere with the improvements, uses and purpose of the Village. In the event of any conflict between the easement rights of the Developer; The easement rights of any other persons or entities; and the easement rights of the Village with respect the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement, the Village's rights under this Easement shall be deemed to be superior. Lot 1 Owners shall be subject to the Stormwater Management Facilities and Maintenance Agreement and any amendments thereof, recorded under separate document at the Register of Deeds for Kenosha County.

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2018.0328.01.DWG
SHEET 6 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (F)

Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Wetland Preservation and Protection, Access and Maintenance Easement areas is hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. The Lots 1and 2 Owners are hereby obligated to undertake wetland conservancy - preservation, protection, and maintenance of the designated wetland areas on their respective lots. Unless the Village exercises the rights granted to it pursuant to these Easements, the Village shall have no obligation to do anything related to its rights under these Easements.

Part of Lot 2 of Certified Survey Map 2211 as recorded in the office of the Register of Deeds of Kenosha County, Wisconsin, a recorded plat in the Northwest 1/4 of the Southwest 1/4 of Section 4 Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at the Westerly Southeast corner of said Lot 2; run thence N02°16'15"W, 9.95 feet along the Southerly line of said Lot 2, thence N83°14'44"E, 3.45 feet; thence N72°36'28"E, 9.96 feet; thence N09°07'26"E, 5.89 feet, thence N54°59'53"W, 15.64 feet; thence N12°01'42"W, 10.49 feet to the Southerly line of said Lot 2; thence N02°14'23"W, 0.60 feet along said Southerly line; thence S88°17'28"W, 0.08 feet along said Southerly line; thence N11°53'46"W, 2.35 feet; thence N01°16'01"W, 17.06 feet; thence N64°17'51"E, 22.28 feet; thence N21°57'33"E, 12.11 feet; thence N05°48'17"W, 10.65 feet; thence N01°53'54"W, 11.75 feet; thence N03°49'46"W, 21.25 feet; thence N20°34'09"W, 3.01 feet; thence N27°12'17"E, 15.74 feet; thence S01°49'11"E, 9.19 feet; thence S16°19'48"E, 23.02 feet; thence S19°53'23"E, 27.33 feet; thence S01°27'32"W, 9.83 feet; thence S28°07'56"E, 30.57 feet; thence S05°35'10"W, 8.54 feet; thence S45°04'57"W, 11.87 feet; thence S39°18'36"W, 13.82 feet, thence S03°37'23"W, 15.15 feet; thence S19°19'29"E, 1.98 feet to the Southerly line of said Lot 2; thence S88°05'14"W, 37.32 feet along said Southerly line to the point of beginning. Containing 3,862 s.f. or 0.089 acres.

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

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

This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 7 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2211 IN THE NW 1/4 OF THE SW 1/4 SECTION 4, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:
THAT I have prepared this Certified Survey Map at the direction of the Willow Grove LLC; THAT the exterior boundaries are described as Lot 2 of Certified Survey Map 2211 as recorded in the office of the Register of Deeds of Kenosha County, Wisconsin, a recorded plat in the Northwest 1/4 of the Southwest 1/4 of Section 4 Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at the Northwest corner of the Southwest 1/4 of said Section 4; thence N88°14'12"E 221.51 feet to the Northwest corner of said Lot 2 and the point of beginning of this description; continue thence N88°14'12"E 443.09 feet along North line of the Southwest 1/4 of said Section 4 and the North line of said Lot 2 to the East line of said Lot 2; thence S02°16'15"E 632.60 feet along said East line and parallel to the West line of Southwest 1/4 of said Section 4 to the South line of said Lot 2; thence S88°05'14"W 188.50 feet along said South line; thence N02°16'15"W 39.00 feet along said South line; thence S88°05'14"W 254.58 feet along said South line to the West line of said Lot 2; thence N02°16'15"W 594.76 feet parallel to West line of the Southwest 1/4 of said Section 4 and along the West line of said Lot 2 to the North line of said Lot 2, the North line of the Southwest 1/4 of said Section 4 and the point of beginning. Containing 270,616 square feet or 6.212 acres, after road dedication containing 220,426 square feet or 5.060 acres.

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

April 6, 2026

Mark R. Madsen, S-2271
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd., Suite 200
Racine, WI 53406
(262) 634-5588

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OWNER'S CERTIFICATE OF DEDICATION

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

WILLOW GROVE CONDOS LLC

Signed: _____

Print Name: _____, Willow Grove Condos LLC Member

IN WITNESS WHEREOF, this _____ day of _____, 2026.

Witness: _____ _____

STATE OF _____)
ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2026, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such _____ of said Limited Liability Corporation, and acknowledged that _he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

_____

My Commission Expires: _____

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this ____ day of _____, 2026.

_____
Michael R. Pollocoff, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this ____ day of_____, 2026.

_____ _____ Attest: _____
David J. Klimisch, Village President Jane C. Snell, Village Clerk

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WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

This Instrument was drafted by Mark R. Madsen May 7, 2025 Revised April 6, 2026

2018.0328.01.DWG
SHEET 9 OF 9 SHEETS

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Consider approval of the Annual Retail Alcohol Licenses for the period July 1, 2026 through June 30, 2027.

PROPOSED BY: Village Clerk	**FISCAL IMPACT: No**
AGENDA CATEGORY: Action	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

Pleasant Prairie has a total of Thirty-six (36) active Retail Alcohol Licenses. Thirty-five (35) establishments have applied with the Clerk's office for renewal and are listed in the attached 2026-2027 Retail Alcohol Renewals and Premise Description Report. Family Dollar #30987 has not submitted any renewal forms to the Clerk's office. Background checks were conducted by the Pleasant Prairie Police Department on officers and/or members and proposed agents of each corporation and/or limited liability corporation, and individual owners. The Police Department reports no issues with background checks and/or issues with any of the establishments. In addition, all proposed agents satisfy the state of Wisconsin residency requirement and the beverage server requirement. Pursuant to Wisconsin Statute 125.04(3)(g), a public notice was published in the Kenosha News on May 27, May 28 and May 29, 2026, and posted on the Village's website and at Village Hall. Inspections were conducted by several Village departments: Community Development reports all but six (6) establishments passed zoning inspection. The six (6) establishments (BP AM/PM, Fairfield Inn & Suites, Iguana Wana Mexican Restaurant, Kwik Trip 296, Target Store T2251, and The Olive Garden Italian Restaurant) are subject to correction of various items as stated in their report, 2026 Community Development Report. Fire reports the majority of the establishments passed their inspection; however, there are several establishments that will require submissions of fire or sprinkler reports, including payment of outstanding fees, 2026 Fire Inspections and Fees Report. Finance reports delinquent real estate taxes for Fairfield Inn & Suites; however, there are no outstanding invoices or utilities for any establishment. Municipal Court reports no municipal forfeitures.

Staff recommends approval of the renewal retail alcohol licenses, appointment of agents as listed on the 2026-2027 Retail Alcohol Renewals and Premise Description Report for the licensing period July 1, 2026 through June 30, 2027, and direct the Clerk to issue the retail alcohol licenses contingent upon the following:

1. **Payment of license fee;**
2. **Payment of publication fee;**
3. **Payment of any outstanding Village invoices, utilities and/or municipal forfeitures;**
4. **Compliance with Community Development Department inspections to resolve the conditions as set forth in their report; and**
5. **Completion of Fire Inspections and/or re-inspections, repairs, and payment of outstanding fire fees.**

STAFF RECOMMENDATION:

Approve the Annual Retail Alcohol Licenses for the period of July 1, 2026 through June 30, 2027.

2026 Community Development Report.pdf

2026 Fire Inspection and Fees Report.pdf

2026-2027 Retail Alcohol Licenses - Outstanding Fees FINAL.pdf

2026-2027 Retail Alcohol Renewals.pdf

MEMORANDUM

To: Jane Snell, Village Clerk
Eric Rindfleisch, Village Administrator
Village Board Members

From: Greg Czarny, Municipal Code Enforcement Officer
Rob Hanson, Community Development Director

Date: May 22, 2026

Re: 2026 Community Development Liquor License Inspection Report

---

Department of Community Development

2026 Community Development Liquor License Inspection Report

The following liquor license locations have **passed** zoning inspections:

- Big Oaks Golf Course – 6117 123rd Pl
- Buona Beef – 7523 115th Ave
- Cheddar's Scratch Kitchen #2087 – 10366 77th St
- Chili's Grill & Bar – 6903 75th St
- Cooper's Hawk Winery & Restaurant – 7530 115th Ave
- Costco Wholesale #1198 – 7707 94th Ave
- Dream Liquor & Cigar – 4417 75th St
- El Camino Kitchen – 9900 77th St
- Family Dollar #30987 – 4667 75th St Unit 7
- Gordy's Prairie Pub – 3812 Springbrook Rd
- Halter Wildlife, Inc. – 9626 113th St
- Honada Sushi & Hibachi – 8501 75th St Suite G
- Indian Spices & Grocery – 8501 75th St Suite D
- Johnny'z Pour House – 10936 Sheridan Rd
- Kwik Trip 172 – 8900 76th St
- Kwik Trip 230 – 10451 72nd Ave
- Kwik Trip 1091 – 10160 Old Green Bay Rd
- Kwik Trip 975 – 8800 75th St
- Lake Andrea Beer Garden – 10023 Park Drive, Picnic Site #2
- Milwaukee Burger Company – 9901 77th St Suite 810
- Pantry 41 Mobil – 7511 118th Ave
- Pinot's Palette – 9020 76th St Suite E2
- Pleasant Prairie Shell – 12717 Sheridan Rd
- Ruffolo's Pizza – 11820 Sheridan Rd
- Shelby Campbell's – 11900 108th St
- Starlite Club – 8936 24th Ave
- Stateline Quick Shop – 12720 Sheridan Rd
- Village Supper Club – 10909 Sheridan Rd
- Walgreens #07965 – 7520 118th Ave
- Wooden Nickel – 11606 Sheridan Rd

The following liquor license locations have **passed** zoning inspections **on the conditions of the following being corrected**:

- **BP AM/PM – 10477 120th Ave**
  The missing piece of trim on the canopy shall be replaced.
- **Fairfield Inn & Suites – 10601 120th Ave**
  DSIS Camera system issues shall be corrected. Management currently working with Pleasant Prairie IT Department
- **Iguana Wana Mexican Restaurant – 9080 76th St**
  DSIS Camera system issues shall be corrected. Management currently working with Pleasant Prairie IT Department
- **Kwik Trip 296 – 10215 120th Ave**
  The light pole which was knocked down by the continued illegal semi parking shall be replaced.
- **Target Store T2251 – 9777 76th St**
  The dead/knocked over tree shall be replaced. Remaining landscaping work shall be completed.
- **The Olive Garden Italian Restaurant #1845**
  Dead and dying landscaping shall be replaced. Two trees in the islands on the front sides of the building which were removed shall be replaced in kind.

*The above is correct as of May 22, 2026

Trade Name	Property Address	City/State/Zip	Approved by FD	Fees Due	Misc. Notes
APPROVED					
BIG OAKS GOLF COURSE	6117 123rd Place	Pleasant Prairie, WI 53158	**YES**		
BP AM/PM	10477 120th Avenue	Pleasant Prairie, WI 53158	**YES**		
BUONA BEEF	7523 115th Ave	Pleasant Prairie, WI 53158	**YES**		
CHEDDAR'S SCRATCH KITCHEN #2087	10366 77th Street	Pleasant Prairie, WI 53158	**YES**		
COOPER'S HAWK WINERY & RESTAURANT	7530 115th Avenue	Pleasant Prairie, WI 53158	**YES**		
COSTCO WHOLESALE #1198	7707 94th Avenue	Pleasant Prairie, WI 53158	**YES**		
DREAM LIQUOR & CIGAR	4417 75th Street	Kenosha, WI 53142	**YES**		
EL CAMINO KITCHEN	9900 77th Street	Pleasant Prairie, WI 53158	**YES**		
FAIRFIELD INN & SUITES	10601 120th Avenue	Pleasant Prairie, WI 53158	**YES**		
GORDY'S PRAIRIE PUB	3812 Springbrook Road	Pleasant Prairie, WI 53158	**YES**		
HONADA SUSHI & HIBACHI	8501 75th Street, Suite G	Kenosha, WI 53142	**YES**		
IGUANA WANA MEXICAN RESTAURANT	9080 76th Street	Pleasant Prairie, WI 53158	**YES**		
INDIAN SPICES & GROCERY	8501 75th Street, Suite D	Kenosha, WI 53142	**YES**		
JOHNNY'Z POUR HOUSE	10936 Sheridan Road	Pleasant Prairie, WI 53158	**YES**		
KWIK TRIP 1091	10160 Old Green Bay Road	Pleasant Prairie, WI 53158	**YES**		
KWIK TRIP 172	8900 76th Street	Pleasant Prairie, WI 53158	**YES**		
KWIK TRIP 230	10451 72nd Avenue	Pleasant Prairie, WI 53158	**YES**		
KWIK TRIP 296	10215 120th Avenue	Pleasant Prairie, WI 53158	**YES**		
KWIK TRIP 975	8800 75th Street	Kenosha, WI 53142	**YES**		
LAKE ANDREA BEER GARDEN	10023 Park Drive, Picnic Site #2, Prairie Springs Park	Pleasant Prairie, WI 53158	**YES**		
MILWAUKEE BURGER COMPANY	9901 77th Street, Suite 810	Pleasant Prairie, WI 53158	**YES**		
THE OLIVE GARDEN ITALIAN RESTAURANT #1845	10110 77th Street	Pleasant Prairie, WI 53158	**YES**		
PANTRY 41 MOBIL	7511 118th Avenue	Pleasant Prairie, WI 53158	**YES**		
PINOT'S PALETTE	9020 76th Street, Suite 2E	Pleasant Prairie, WI 53158	**YES**		
RS Fuels	12717 Sheridan Rd	Pleasant Prairie, WI 53158	**YES**		
STARLITE CLUB	8936 24th Avenue	Kenosha, WI 53143	**YES**		
STATELINE QUIK SHOP	12720 Sheridan Road	Pleasant Prairie, WI 53158	**YES**		
VILLAGE SUPPER CLUB	10909 Sheridan Road	Pleasant Prairie, WI 53158	**YES**		
WOODEN NICKEL	11606 Sheridan Road	Pleasant Prairie, WI 53158	**YES**		
FEES DUE					
CHILI'S GRILL & BAR	6903 75th Street	Kenosha, WI 53142		$45.00	Owes for a 2025 alarm permit
RUFFOLO'S PIZZA	11820 Sheridan Road	Pleasant Prairie, WI 53158		$65.00	Owes for a 2025 reinspection
TARGET STORE T2251	9777 76th Street	Pleasant Prairie, WI 53158		$150.00	Owes for a 2026 reinspection
INSPECTIONS AND/OR REPORTS DUE					
HALTER WILDLIFE, INC	9626 113th Street	Pleasant Prairie, WI 53158			Need 2026 Fire Alarm Report, No Permit in system or report
SHELBY CAMPBELL'S	11900 108th Street	Pleasant Prairie, WI 53158			Need 2026 Sprinkler Report
WALGREENS #07965	7520 118th Avenue	Pleasant Prairie, WI 53158			Need 2026 Alarm and 2026 Sprinkler Report

2026-2027 RETAIL ALCOHOL LICENSES - OUTSTANDING FEES

CATEGORY	LICENSE No.	Trade Name	Trade Phone Number	Property Address	Corporation	CD Fees	Finance/Property Tax	Year due	Finance/Utilities	Finance/ Invoices	Fire Fee	Court Forfeitures
CLASS "A" BEER	26-31	BP AM/PM	262-857-6998	10477 120th Avenue	R & D # IV, INC.							
CLASS "A" BEER	26-32	STATELINE QUIK SHOP	262-694-9120	12720 Sheridan Road	GRAHAM ENTERPRISE, INC.							
CLASS "A" BEER	26-33	WALGREENS #7965	262-857-9484	7520 118th Avenue	WALGREEN CO							
CLASS "A" BEER AND "CLASS A" CIDER	26-34	KWIK TRIP 172	262-697-7966	8900 76th Street	KWIK TRIP, INC.							
CLASS "A" BEER AND "CLASS A" CIDER	26-35	KWIK TRIP 230	262-947-1095	10451 72nd Avenue	KWIK TRIP, INC.							
CLASS "A" BEER AND "CLASS A" CIDER	26-36	KWIK TRIP 975	262-697-5660	8800 75th Street	KWIK TRIP, INC.							
CLASS "A" BEER AND "CLASS A" CIDER	26-37	KWIK TRIP 296	262-857-4105	10215 120th Avenue	KWIK TRIP, INC.							
CLASS "A" BEER AND "CLASS A" CIDER	26-38	KWIK TRIP 1091	262-697-9660	10160 Old Green Bay Road	KWIK TRIP, INC.							
CLASS "A" BEER AND "CLASS A" CIDER	26-39	PANTRY 41 CITGO	262-857-3972	7511 118th Avenue	ROADSIDE PETROLEUM, INC.							
CLASS "A" BEER AND "CLASS A" CIDER	26-41	INDIAN SPICES & GROCERY	262-412-2357	8501 75th Street, Suite D	CH GROUP LLC							
CLASS "A" BEER AND "CLASS A" CIDER	26-42	PLEASANT PRAIRIE SHELL	262-455-7853	12717 Sheridan Rd	RS WISCONSIN INC							
CLASS "A" BEER AND "CLASS A" LIQUOR	26-43	COSTCO WHOLESALE #1198	262-597-1027	7707 94th Avenue	COSTCO WHOLESALE CORPORATION							
CLASS "A" BEER AND "CLASS A" LIQUOR	26-44	DREAM LIQUOR & CIGAR	262-577-2601	4417 75th Street	H & N ENTERPRISES LLC							
CLASS "A" BEER AND "CLASS A" LIQUOR	26-45	TARGET STORE T-2251	262-842-1170	9777 76th Street	TARGET CORPORATION						$150.00	
CLASS "B" BEER AND "CLASS B" LIQUOR	26-46	SHELBY CAMPBELL'S	262-857-2979	11900 108th Street	VARIN - KENOSHA RESTAURANT PARTNERS, LLC							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-47	CHILI'S GRILL & BAR	262-697-3667	6903 75th Street	BRINKER RESTAURANT CORPORATION						$45.00	
CLASS "B" BEER AND "CLASS B" LIQUOR	26-48	FAIRFIELD INN & SUITES	262-857-2979	10601 120th Avenue	VARIN/KENOSHA HOTEL PARTNERS, LLC		$104,916.58	2025				
CLASS "B" BEER AND "CLASS B" LIQUOR	26-49	GORDY'S PRAIRIE PUB	262-694-8792	3812 Springbrook Road	PRAIRIE PUB, LLC							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-50	HALTER WILDLIFE, INC.	262-697-0070	9626 113th Street	HALTER WILDLIFE, INC.							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-51	HONADA SUSHI & HIBACHI	262-697-5228	8501 75th Street, Suite G	HONADA WISCONSIN CORPORATION							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-52	JOHNNY'Z POUR HOUSE	262-564-5756	10936 Sheridan Road	JZIEMBA ENTERPRISES, LLC							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-53	PINOT'S PALETTE	262-945-6519	9020 76th Street, Suite 2E	AB-SALUTE CREATIVE, LLC	.						
CLASS "B" BEER AND "CLASS B" LIQUOR	26-54	RUFFOLO'S PIZZA	262-694-4003	11820 Sheridan Road	RUFFOLO'S PIZZA, LLC						$65.00	
CLASS "B" BEER AND "CLASS B" LIQUOR	26-55	STARLITE CLUB	262-697-5560	8936 24th Avenue	JAAD, LLC							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-56	VILLAGE SUPPER CLUB	262-697-2847	10909 Sheridan Road	PAS, LLC							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-57	WOODEN NICKEL	262-694-7809	11606 Sheridan Road	WOODEN NICKEL							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-58	BIG OAKS GOLF COURSE	262-694-4200	6117 123rd Place	TIMBER RIDGE VENTURE, LLC							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-59	CHEDDAR'S SCRATCH KITCHEN #2087	262-697-1657	10366 77th Street	CHEDDAR'S CASUAL CAFÉ, INC.							
CLASS "B" BEER AND SS B" LIQUOR	26-60	EL CAMINO KITCHEN	262-891-3101	9900 77th Street	EL CAMINO KITCHEN KENOSHA, INC.							

CATEGORY	LICENSE No.	Trade Name	Trade Phone Number	Property Address	Corporation	CD Fees	Finance/Property Tax	Year due	Finance/Utilities	Finance/ Invoices	Fire Fee	Court Forfeitures
CLASS "B" BEER AND "CLASS B" LIQUOR	26-61	IGUANA WANA MEXICAN GRILL & TEQUILA BAR	262-694-5400	9080 76th Street	IGUANA WANA, INC.							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-62	MILWAUKEE BURGER COMPANY	262-455-7720	9901 77th Street, Suite 810	REDTAIL ENTERPRISES, INC.							
CLASS "B" BEER AND "CLASS B" LIQUOR	26-63	THE OLIVE GARDEN ITALIAN RESTAURANT #1845	262-697-8233	10110 77th Street	GMRI, INC.							
BEER GARDEN CLASS "B" BEER AND "CLASS B" LIQUOR	26-64	LAKE ANDREA BEER GARDEN	262-220-8918	10023 Steinbrink Sr. Terrace, Picnic Site #2, Prairie Springs Park	JZIEMBA ENTERPRISES, LLC							
CLASS "B" BEER AND CLASS "C" WINE	26-65	BUONA	414-307-4440	7523 115th Avenue	BUONA BEEF, LLC							
CLASS "B" BEER AND RESERVE "CLASS B" LIQUOR	26-66	COOPER'S HAWK WINERY & RESTAURANT	262-406-1110	7530 115TH Avenue	COOPER'S HAWK PLEASANT PRAIRIE, LLC							

2026-2027 RETAIL ALCOHOL LICENSES

CATEGORY	LICENSE No.	Trade Name	Property Address	City/State/Zip	Individual/Agent	Corporation	Premise Description	Outdoor Extension (yes/no)	FOR THE PERIOD
CLASS "A" BEER	26-31	BP AM/PM	10477 120th Avenue	Pleasant Prairie, WI 53158	ASIF KHAN	R & D # IV, INC.	BP AM/PM located at 10477 120th Avenue, Pleasant Prairie, Wisconsin specifically a c-store approximately 4500 square ft., floor display and coolers.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER	26-32	STATELINE QUIK SHOP	12720 Sheridan Road	Pleasant Prairie, WI 53158	KRYSTAL ANGUIANO	GRAHAM ENTERPRISE, INC.	Stateline Quick Shop located at 12720 Sheridan Road, Pleasant Prairie, Wisconsin specifically a gas station and convenience store with coolers. Shelving for storage and records in back office room.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER	26-33	WALGREENS #7965	7520 118th Avenue	Pleasant Prairie, WI 53158	STEVE PFEILSTIFTER	WALGREEN CO	Walgreen's #07965 located at 7520 118th Avenue, Pleasant Prairie, Wisconsin specifically a retail drug store with sundries in a one (1) story building -14,820 sq. ft., beer sold on sales floor and in coolers, overstock stored in a locked storage room. Invoices stored in the manager's office.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" CIDER	26-34	KWIK TRIP 172	8900 76th Street	Pleasant Prairie, WI 53158	RICK KOERTH	KWIK TRIP, INC.	Kwik Trip #172 located at 8900 76th Street, Pleasant Prairie, Wisconsin specifically one (1) story frame construction with storage in walk in cooler and on sales floor.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" CIDER	26-35	KWIK TRIP 230	10451 72nd Avenue	Pleasant Prairie, WI 53158	JEFFREY K. STEVENSON	KWIK TRIP, INC.	Kwik Trip #230 located at 10451 72nd Avenue, Pleasant Prairie, Wisconsin specifically one (1) story frame construction with storage in walk in cooler and on sales floor.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" CIDER	26-36	KWIK TRIP 975	8800 75th Street	Kenosha, WI 53142	JENNIFER EDWARDS	KWIK TRIP, INC.	Kwik Trip #975 located at 8800 75th Street, Kenosha, Wisconsin specifically one (1) story frame construction with storage in walk in cooler and on sales floor.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" CIDER	26-37	KWIK TRIP 296	10215 120th Avenue	Pleasant Prairie, WI 53158	TESA HAINES	KWIK TRIP, INC.	Kwik Trip #296 located at 10215 120th Avenue, Pleasant Prairie, Wisconsin specifically one (1) story frame construction with storage in walk in cooler and on sales floor.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" CIDER	26-38	KWIK TRIP 1091	10160 Old Green Bay Road	Pleasant Prairie, WI 53158	MICHELLE L. KOLKOSKI	KWIK TRIP, INC.	Kwik Trip #1091 located at 10160 Old Green Bay Road, Pleasant Prairie, Wisconsin specifically one (1) story frame construction with storage in walk in cooler and on sales floor.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" CIDER	26-39	PANTRY 41 CITGO	7511 118th Avenue	Pleasant Prairie, WI 53158	SURENDRA P. SINGH	ROADSIDE PETROLEUM, INC.	Pantry 41 Mobil located at 7511 118th Avenue, Pleasant Prairie, Wisconsin specifically gas station and convenience store where alcohol beverages and products are stored in coolers and beer dispaly for sale at the cash register of main building. Additional storage is in back room of main building and records are kept in private office of cashier area.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" CIDER	26-41	INDIAN SPICES & GROCERY	8501 75th Street, Suite D	Kenosha, WI 53142	HARJEET SINGH	CH GROUP LLC	Indian Spices & Grocery located at 8501 75th Street, Suite D, Kenosha, Wisconsin specifically grocery aisles, coolers, behind counter and backroom.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" CIDER	26-42	PLEASANT PRAIRIE SHELL	12717 Sheridan Rd	Pleasant Prairie, WI 53158	ROBERT STAMBOLIC	RS WISCONSIN INC	Shell Gas Station located at 12717 Sheridan Road, Pleasant Prairie, Wisconsin specifically South end of the gas station, alcohol will be stored in cabinet directly behind the register, in two coolers located south of the register with additional inventory stored in the walk-in cooler storage area. All records maintained in the back-room storage area.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" LIQUOR	26-43	COSTCO WHOLESALE #1198	7707 94th Avenue	Pleasant Prairie, WI 53158	PATRICK QUINN	COSTCO WHOLESALE CORPORATION	Costco Wholesale #11989 located at 7707 94th Avenue, Pleasant Prairie, Wisconsin specifically a one (1) story 153,944 square foot building, receiving dock, stocked on retail floor, records in receiving and office areas.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" LIQUOR	26-44	DREAM LIQUOR & CIGAR	4417 75th Street	Kenosha, WI 53142	HARJEET SINGH	H & N ENTERPRISES LLC	Dream Liquor & Cigar located at 4417 75th Street, Kenosha, Wisconsin specifically indoor first floor, stock room and back room.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "A" BEER AND "CLASS A" LIQUOR	26-45	TARGET STORE T-2251	9777 76th Street	Pleasant Prairie, WI 53158	DANIEL OLSEN	TARGET CORPORATION	Target Store T2251 located at 9777 76th Street, Pleasant Prairie, Wisconsin specifically one (1) story building; stored in grocery department aisles and coolers; sold in front checklanes. Receipts kept in executive team offices.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-46	SHELBY CAMPBELL'S	11900 108th Street	Pleasant Prairie, WI 53158	JUDITH R. RUIZ	VARIN - KENOSHA RESTAURANT PARTNERS, LLC	Shelby Campbell's located at 11900 108th Street, Pleasant Prairie, Wisconsin specifically restaurant, bar and banquet areas with storage and records in secure area by manager's office. Registered guests are permitted to consume sealed beverages in their guestrooms.	**N/A**	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-47	CHILI'S GRILL & BAR	6903 75th Street	Kenosha, WI 53142	MATTHEW FITZGERALD	BRINKER RESTAURANT CORPORATION	Chili's Grill & Bar located at 6903 75th Street, Kenosha, Wisconsin specifically a one-story building that sells and serves alcohol beverages to patrons. Consumption is in the dining and bar area with records kept in a locked desk file in manager's office.	**N/A**	July 1, 2026 to June 30, 2027

CATEGORY	LICENSE No.	Trade Name	Property Address	City/State/Zip	Individual/Agent	Corporation	Premise Description	Outdoor Extension (yes/no)	FOR THE PERIOD
CLASS "B" BEER AND "CLASS B" LIQUOR	26-48	FAIRFIELD INN & SUITES	10601 120th Avenue	Pleasant Prairie, WI 53158	JUDITH R. RUIZ	VARIN/KENOSHA HOTEL PARTNERS, LLC	Fairfield Inn & Suites located at 10601 120th Avenue, Pleasant Prairie, Wisconsin consisting of first floor storage closet near front desk, cooler, first floor lounge area, outdoor patio and guest rooms where packaged goods sold only.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-49	GORDY'S PRAIRIE PUB	3812 Springbrook Road	Pleasant Prairie, WI 53158	LINDA A. DEBARTOLO	PRAIRIE PUB, LLC	Gordy's Prairie Pub located at 3812 Springbrook Road, Pleasant Prairie, Wisconsin specificially first floor and outdoor deck and patio where alcohol is sold and consumed. Storage and records stored in basement.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-50	HALTER WILDLIFE, INC.	9626 113th Street	Pleasant Prairie, WI 53158	ALAN F. BENSON	HALTER WILDLIFE, INC.	Halter Wildlife, Inc., located at 9626 113th Street, Pleasant Prairie, Wisconsin including sales, service and consumption in lodge, dining room and outdoor pavilion. Storage in kitchen, backroom, office and attic.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-51	HONADA SUSHI & HIBACHI	8501 75th Street, Suite G	Kenosha, WI 53142	XIAO BIN CHEN	HONADA WISCONSIN CORPORATION	Honada Sushi & Hibachi located at 8501 75th Street, Suite G, Kenosha, Wisconsin beverages sold and served and consumed specifically inside restaurant. Records kept in back room inside of restaurant.	N/A	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-52	JOHNNY'Z POUR HOUSE	10936 Sheridan Road	Pleasant Prairie, WI 53158	JOHN P. ZIEMBA	JZIEMBA ENTERPRISES, LLC	Johnny'Z Pour House located at 10936 Sheridan Road, Pleasant Prairie, Wisconsin specifically sold/served/consumed in main bar area and on back patio. Supply is stored with records in basement office.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-53	PINOT'S PALETTE	9020 76th Street, Suite 2E	Pleasant Prairie, WI 53158	MICHAEL T. SCHOENKE	AB-SALUTE CREATIVE, LLC	Pinot's Palette located at 9020 76th Street, Suite E2, Pleasant Prairie, Wisconsin specifically two (2) paint studio rooms connected with one (1) bar area, and a storage closet in private studio.	N/A	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-54	RUFFOLO'S PIZZA	11820 Sheridan Road	Pleasant Prairie, WI 53158	RICHARD M. STILES	RUFFOLO'S PIZZA, LLC	Ruffolo's Pizza located at 11820 Sheridan Road, Pleasant Prairie, Wisconsin specifically a one (1) story building with a bar where alcohol is sold, served and consumed, and additional 480 sq ft fenced in patio area west side of building. Storage of alcohol and records in basement.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-55	STARLITE CLUB	8936 24th Avenue	Kenosha, WI 53143	ANGELA J. DANIELS	JAAD, LLC	Starlite Club located at 8936 24th Avenue, Kenosha, Wisconsin specifically 2464 square feet main building where alcohol is sold, served and consumed. Records and storage in basement of main building and detached garage used for overflow storage. The outdoor extension where alcohol can be consumed consists of fenced in lawn area on the West and Southwest side of licensed property measuring approximately 110x185 feet with a covered pavilion on the Northwest side of the lawn.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-56	VILLAGE SUPPER CLUB	10909 Sheridan Road	Pleasant Prairie, WI 53158	SUSAN E. NEAHOUS	PAS, LLC	Village Supper Club located at 10909 Sheridan Road, Pleasant Prairie, Wisconsin specifically sold and consumed on first floor with storage and records in basement. Additional sales, service and consumption in backyard area located east of the premise measuring approximately 235 square feet with a wooded lot line to the north and east and a fence on the lot line to the south and west.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-57	WOODEN NICKEL	11606 Sheridan Road	Pleasant Prairie, WI 53158	JOSEPH D. NICKEL	WOODEN NICKEL	Wooden Nickel located at 11606 Sheridan Road, Pleasant Prairie, Wisconsin specifically one (1) story framed building and picnic area, excluding parking lot.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-58	BIG OAKS GOLF COURSE	6117 123rd Place	Pleasant Prairie, WI 53158	JOSE N. REYES	TIMBER RIDGE VENTURE, LLC	Big Oaks Golf Course located at 6117 123rd Place, Pleasant Prairie, Wisconsin specifically golf course, clubhouse and beer cart. Outdoor extension of concrete patio attached to clubhouse.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-59	CHEDDAR'S SCRATCH KITCHEN #2087	10366 77th Street	Pleasant Prairie, WI 53158	BRIAN SCHWANZ	CHEDDAR'S CASUAL CAFÉ, INC.	Cheddar's Casual Café located at 10366 77th Street, Pleasant Prairie, Wisconsin specifically one (1) story 8,066 sqaure feet building where alcohol is served, consumed and stored in dining room/bar area with records kept in office.	N/A	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-60	EL CAMINO KITCHEN	9900 77th Street	Pleasant Prairie, WI 53158	SHAMIM KHAN-BANO	EL CAMINO KITCHEN KENOSHA, INC.	9900 77th Street specifically alcohol stored in walk-in coolers and liquor cage behind bar. Served at bar and three dining rooms inside the building as well as in covered porch patio that is sectioned off with doors.	YES	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-61	IGUANA WANA MEXICAN GRILL & TEQUILA BAR	9080 76th Street	Pleasant Prairie, WI 53158	ALICIA A. PATTERSON	IGUANA WANA, INC.	Iguana Wana Mexican Restaurant located at 9080 76th Street, Pleasant Prairie, Wisconsin complete building, patio and covered porch on east side of building. Storage in locked liquor room and walk in cooler with records stored in main office.	YES	July 1, 2026 to June 30, 2027

CATEGORY	LICENSE No.	Trade Name	Property Address	City/State/Zip	Individual/Agent	Corporation	Premise Description	Outdoor Extension (yes/no)	FOR THE PERIOD
CLASS "B" BEER AND "CLASS B" LIQUOR	26-62	MILWAUKEE BURGER COMPANY	9901 77th Street, Suite 810	Pleasant Prairie, WI 53158	MARK TOTTS	REDTAIL ENTERPRISES, INC.	Milwaukee Burger Company located at 9901 77th Street, Suite 810, Pleasant Prairie, Wisconsin alcohol sold, served and consumed specifically in dining room, bar area and west outdoor gated patio.	**YES**	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND "CLASS B" LIQUOR	26-63	THE OLIVE GARDEN ITALIAN RESTAURANT #1845	10110 77th Street	Pleasant Prairie, WI 53158	ALFREDO PINEDA	GMRI, INC.	The Olive Garden Italian Restaurant #1845 located at 10110 77th Street, Pleasant Prairie, Wisconsin including one (1) story 7,444 square feet building, dining seats 206 and bar seats 40. Alcohol sold, consumed and stored in dining and bar areas with additional storage in kitchen. Receipts kept in office.	**N/A**	July 1, 2026 to June 30, 2027
BEER GARDEN CLASS "B" BEER AND "CLASS B" LIQUOR	26-64	LAKE ANDREA BEER GARDEN	10023 Steinbrink Sr. Terrace, Picnic Site #2, Prairie Springs Park	Pleasant Prairie, WI 53158	JOHN P. ZIEMBA	JZIEMBA ENTERPRISES, LLC	**Standard premise** 10023 Steinbrink Sr. Terrace, Picnic Site #2, Prairie Springs Park, Pleasant Prairie, Wisconsin. Beverages are to be sold, served, and consumed outdoors in an open exterior area consisting of 1.44 acres of total fenced in beer garden including a 20 x 40-foot pavilion and two beer trailers/containers - one for serving and one for storage. **Premise extension** known as "festival grounds" to host special events. During events, beverages will be sold and consumed in an open exterior space consisting of an additional .8-acre area. Standard premise and extended premise will be separated by a fence line which runs East to West during nonspecial events.	**Beer Garden**	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND CLASS "C" WINE	26-65	BUONA	7523 115th Avenue	Pleasant Prairie, WI 53158	MITCHELL FUGATE	BUONA BEEF, LLC	BUONA BEEF, LLC located at 7523 115th Avenue, stored in a beverage cooler located behind the front counter where also sold. Consumption is allowed in the indoor dining area and the west gated outdoor patio area.	**YES**	July 1, 2026 to June 30, 2027
CLASS "B" BEER AND RESERVE "CLASS B" LIQUOR	26-66	COOPER'S HAWK WINERY & RESTAURANT	7530 115TH Avenue	Pleasant Prairie, WI 53158	COREY JOHNSON	COOPER'S HAWK PLEASANT PRAIRIE, LLC	COOPER'S HAWK WINERY & RESTAURANT located at 7530 115th Avenue, Pleasant Prairie, WI including a 12,759 square foot building with a main dining room, two (2) private dining rooms, bar dining, main bar, tasting bar, retail area and kitchen. Outdoor extension of 842 square feet adjacent to main indoor dining area seats 40 customers and enclosed by decorative fencing.	**YES**	April 17, 2026 to June 30, 2026

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Consider approval of Ordinance #26-28 for an amendment to Chapter 194 as it relates to beer gardens.

PROPOSED BY: Village Clerk	**FISCAL IMPACT: No**
AGENDA CATEGORY: Action	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

A request from Lake Andrea Beer Garden to extend hours of operations for special evening events was received by the Village. The contract between Ziemba and the Village allows for an extension of hours of operations upon approval of the Village Administrator. If an extension of the hours of operations is granted through the contract, it would create a conflict in the Village Municipal Code. The ordinance amendment will provide for clarification to hours of operations and cleanup language for a temporary B license, any beer garden license and, specifically, Lake Andrea Beer Garden hours of operations conflict.

In §194-3(N) Beer garden license. This section is intended for any beer garden in the Village. Under this section, Subsection (f) sets forth the hours of operation for any beer garden to be restricted to 9:00 a.m. to 9:00 p.m. Language relating to "a beer garden may be open from 5:00 a.m. to 9:00 a.m.", is intended for Lake Andrea Beer Garden for special events held by the RecPlex. That language is being relocated to §194-6(F) of this Chapter.

In §194-6(F) Closing hours. Hours of operations for any beer garden is already defined in the foregoing subsection. The language "and beer garden hours of operations" is being removed from the temporary Class B license restriction. The creation of §194-6(F)(4) will specifically define Lake Andrea Beer Garden's hours of operations stating regular hours, special morning events and evening events hours that would extend beyond the regular hours of operations.

STAFF RECOMMENDATION:

approval of Ordinance #26-28 for an amendment to Chapter 194 as it relates to beer gardens.

Chapter 194 Amendments 6-8-2026.pdf

ORDINANCE NO. 26-28

ORDINANCE TO AMEND CHAPTER 194 OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN RELATING TO HOURS OF OPERATION FOR THE LAKE ANDREA BEER GARDEN

BE IT ORDAINED AND ESTABLISHED by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin Chapter 194 Sections 3(N)(f) and 6(F)(3) are amended and the creation of 6(F)(4) of the Municipal Code to read as follows:

§194-3(N) Beer garden license.

(f) Hours of operation for ~~the~~ a beer garden shall be restricted to 9:00 a.m. to 9:00 p.m. ~~, except that a beer garden may be open from 5:00 a.m. to 9:00 a.m., provided alcoholic beverages are not sold, served or consumed prior to 9:00 a.m.~~

§194-6 (F) Closing hours.

(3) Temporary Class B (picnic) beer and temporary Class B (picnic) wine events ~~and beer gardens hours of operations~~ shall operate ~~be~~ between the hours of 9:00 a.m. and 9:00 p.m.

(4) The Lake Andrea Beer Garden hours of operation shall be as follows:

[1] Regular operation hours shall be 9:00 a.m. and 9:00 p.m.

[2] For special morning events, the beer garden may be open from 5:00 a.m. to 9:00 a.m., provided alcoholic beverages are not sold, served or consumed prior to 9:00 a.m.

[3] For special evening events, the beer garden may extend hours of operation until 10:00 p.m.

Passed and adopted this 8th day of June, 2026.

VILLAGE OF PLEASANT PRAIRIE

_____
David J. Klimisch, Village President

Attest:

_____
Jane C. Snell, Village Clerk

Posted: _____

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Consider Award of Contract for the STH 165 and CTH Q Roadway & Traffic Signal Improvement Project.

PROPOSED BY: Engineering	**FISCAL IMPACT: Yes**
AGENDA CATEGORY: Contract	**BUDGETED: Yes**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:** **TID**
STRATEGIC INITIATIVE: No	

SUMMARY:

The Village Engineering Department has developed plans and solicited public bids for the STH 165 and CTH Q Roadway & Traffic Signal Improvement Project. This project is intended to improve traffic operations, enhance safety, and provide the transportation infrastructure necessary to accommodate anticipated growth within the STH 165 corridor and surrounding development areas.

The project includes the following key components:

- **Installation of interconnected traffic signals at:**
  *** CTH Q and 128th Avenue – Traffic signals to be owned by Kenosha County**
  *** STH 165 and 122nd Avenue (West Frontage Road) - Traffic signals to be owned by WisDOT**

- **Improvements to the I-94 interchange ramps – Turn lane extensions and geometric improvements.**

These improvements are necessary to safely and efficiently accommodate future traffic volumes associated with commercial and industrial developments currently under construction or planned within the area, including the Uline H4 office building and the Eli Lilly.

The project is development-driven and designed to address projected traffic demands resulting from future growth rather than to correct existing roadway deficiencies. As such, the project is not eligible for WisDOT participation funding and will be funded through Tax Increment District No. 5 as noted in the Traffic Impact Analysis prepared for Prairie Highlands Corporate Park which identified these required improvements.

Bid documents were issued through QuestCDN and advertised in accordance with statutory requirements. Nineteen companies obtained bid documents of which five were identified as potential bidders. Bids were received electronically on May 28, 2026. Three bids were submitted as summarized below:

Lalonde Contractors, Inc. $1,796,617.28

A.W. Oakes & Son, Inc. $1,824,421.66

Zignego Company, Inc. ..... Bid rejected – not a prequalified bidder

Following review of the submitted bids, LaLonde Contractors, Inc. has been identified as the lowest responsible bidder. Their proposal is competitive, responsive to the bid requirements, and has been reviewed by the Village's consulting engineer, raSmith, who recommends award of the contract.

$2,050,000 was budgeted within the 2026 Capital Improvement Program for this project.

Following formal award by the Village Board, contract documents will be executed, and construction is anticipated to begin in late summer 2026 with substantial completion anticipated in late fall 2026.

STAFF RECOMMENDATION:

It is recommended that the Village Board award the contract to LaLonde Contractors, Inc. in the amount of $1,796,617.28.

260528 BidSummary_STH165-CTHQ Roadway&Traffic Signal_1240020.pdf

Prairie Highlands Rec Letter.pdf

Agreement-STH 165 and CTH Q Roadway and Traffic Signal.pdf

STH 165 and CTH Q Roadway & Traffic Signal Improvement (#10183146)
Owner: Village of Pleasant Prairie
raSmith Project Number: 1240020
Bid Opening: 05/28/2026 02:00 PM CDT

				Zignego Company, Inc.		LaLonde Contractors, Inc.		A.W. Oakes & Son, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid				BID REJECTED					
201.0105	Clearing	STA	3			$1,750.00	$5,250.00	$2,000.00	$6,000.00
201.0205	Grubbing	STA	3			$500.00	$1,500.00	$575.00	$1,725.00
204.011	Removing Asphaltic Surface	SY	2810			$15.88	$44,622.80	$5.80	$16,298.00
204.015	Removing Curb & Gutter	LF	1122			$15.25	$17,110.50	$10.40	$11,668.80
204.0195	Removing Concrete Bases	EACH	2			$360.00	$720.00	$415.00	$830.00
204.022	Removing Inlets	EACH	2			$755.00	$1,510.00	$560.00	$1,120.00
204.0245.01	Removing Storm Sewer (01. 12-Inch)	LF	43			$18.00	$774.00	$55.00	$2,365.00
204.0245.02	Removing Storm Sewer (02. 15-Inch)	LF	20			$18.00	$360.00	$32.00	$640.00
205.01	Excavation Common	CY	1293			$46.33	$59,904.69	$36.00	$46,548.00
208.01	Borrow	CY	200			$34.07	$6,814.00	$45.00	$9,000.00
210.25	Backfill Structure Type B	TON	402			$26.55	$10,673.10	$52.00	$20,904.00
305.011	Base Aggregate Dense 3/4-Inch	TON	125			$39.69	$4,961.25	$48.00	$6,000.00
305.012	Base Aggregate Dense 1 1/4-Inch	TON	2342			$30.16	$70,634.72	$30.00	$70,260.00
405.01	Coloring Concrete WisDOT Red	CY	5			$228.75	$1,143.75	$150.00	$750.00
405.1	Stamping Colored Concrete	CY	5			$339.25	$1,696.25	$650.00	$3,250.00
460.6223	HMA Pavement 3 MT 58-28 S	TON	800			$85.00	$68,000.00	$98.00	$78,400.00
460.6224	HMA Pavement 4 MT 58-28 S	TON	405			$91.00	$36,855.00	$105.00	$42,525.00
465.0105	Asphaltic Surface	TON	15			$130.00	$1,950.00	$150.00	$2,250.00
520.8	Concrete Collars for Pipe	EACH	2			$805.00	$1,610.00	$610.00	$1,220.00
522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	EACH	1			$2,025.00	$2,025.00	$2,225.00	$2,225.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	874			$52.66	$46,024.84	$48.75	$42,607.50
601.0415	Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	LF	248			$53.15	$13,181.20	$50.00	$12,400.00
602.0405	Concrete Sidewalk 4-Inch	SF	3023			$12.06	$36,457.38	$10.00	$30,230.00
602.0515	Curb Ramp Detectable Warning Field Natural Patina	SF	190			$43.07	$8,183.30	$45.00	$8,550.00
602.0615	Curb Ramp Detectable Warning Field Radial Natural Patina	SF	46			$68.01	$3,128.46	$75.00	$3,450.00
603.1142	Concrete Barrier Type S42	LF	515			$257.97	$132,854.55	$185.00	$95,275.00
603.1442	Concrete Barrier Type S42C	LF	245			$479.32	$117,433.40	$254.00	$62,230.00
604.05	Slope Paving Crushed Aggregate	SY	386			$62.12	$23,978.32	$62.00	$23,932.00
608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	LF	58			$126.00	$7,308.00	$182.00	$10,556.00
608.0415	Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	LF	20			$137.00	$2,740.00	$200.00	$4,000.00
611.043	Reconstructing Inlets	EACH	1			$1,410.00	$1,410.00	$1,630.00	$1,630.00
611.053	Manhole Covers Type J	EACH	2			$1,480.00	$2,960.00	$950.00	$1,900.00
611.0624	Inlet Covers Type H	EACH	3			$1,915.00	$5,745.00	$1,260.00	$3,780.00
611.0639	Inlet Covers Type H-S	EACH	1			$1,915.00	$1,915.00	$1,260.00	$1,260.00
611.1004	Catch Basin 4-FT Diameter	EACH	2			$4,025.00	$8,050.00	$5,300.00	$10,600.00
611.123	Catch Basin 2x3-FT	EACH	2			$3,010.00	$6,020.00	$4,300.00	$8,600.00
611.2004	Manholes 4-FT Diameter	EACH	1			$3,635.00	$3,635.00	$5,300.00	$5,300.00
611.2006	Manholes 6-FT Diameter	EACH	1			$7,260.00	$7,260.00	$10,000.00	$10,000.00

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				Zignego Company, Inc.		LaLonde Contractors, Inc.		A.W. Oakes & Son, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
612.0206	Pipe Underdrain Unperforated 6-Inch	LF	29			$81.00	$2,349.00	$40.00	$1,160.00
614.23	MGS Guardrail 3	LF	80			$30.00	$2,400.00	$34.00	$2,720.00
614.25	MGS Thrie Beam Transition	LF	80			$100.00	$8,000.00	$108.00	$8,640.00
614.261	MGS Guardrail Terminal EAT	EACH	2			$4,100.00	$8,200.00	$4,255.00	$8,510.00
614.262	MGS Guardrail Terminal Type 2	EACH	1			$4,200.00	$4,200.00	$3,565.00	$3,565.00
619.1	Mobilization	EACH	1			$101,501.96	$101,501.96	$109,000.00	$109,000.00
620.03	Concrete Median Sloped Nose	SF	54			$20.55	$1,109.70	$32.00	$1,728.00
625.05	Salvaged Topsoil	SY	3291			$4.48	$14,743.68	$6.70	$22,049.70
628.1504	Silt Fence	LF	1228			$2.05	$2,517.40	$2.45	$3,008.60
628.152	Silt Fence Maintenance	LF	1228			$0.01	$12.28	$0.01	$12.28
628.7005	Inlet Protection Type A	EACH	3			$95.00	$285.00	$80.00	$240.00
628.7015	Inlet Protection Type C	EACH	37			$55.00	$2,035.00	$80.00	$2,960.00
628.7504	Temporary Ditch Checks	LF	100			$5.95	$595.00	$8.00	$800.00
628.7555	Culvert Pipe Checks	EACH	5			$20.00	$100.00	$17.00	$85.00
629.021	Fertilizer Type B	CWT	2.09			$85.00	$177.65	$92.00	$192.28
631.03	Sod Water	MGAL	112			$50.00	$5,600.00	$40.00	$4,480.00
631.1	Sod Lawn	SY	3291			$8.15	$26,821.65	$9.00	$29,619.00
634.0618	Wood Posts 4"x6"x18'	EACH	28			$155.00	$4,340.00	$160.00	$4,480.00
637.221	Signs Type II Reflective H	SF	240.38			$23.00	$5,528.74	$25.00	$6,009.50
637.2215	Signs Type II Reflective H Folding	SF	111.9			$26.00	$2,909.40	$29.00	$3,245.10
637.223	Signs Type II Reflective F	SF	101			$24.00	$2,424.00	$27.00	$2,727.00
638.2102	Moving Signs Type II	EACH	32			$110.00	$3,520.00	$75.00	$2,400.00
638.2602	Removing Signs Type II	EACH	22			$28.00	$616.00	$12.00	$264.00
638.3	Removing Small Sign Support	EACH	19			$28.00	$532.00	$18.00	$342.00
643.5	Traffic Control	EACH	1			$104,686.00	$104,686.00	$120,000.00	$120,000.00
646.102	Marking Line Epoxy 4-Inch	LF	855			$1.05	$897.75	$1.20	$1,026.00
646.202	Marking Line Epoxy 6-Inch	LF	2363			$1.25	$2,953.75	$1.45	$3,426.35
646.302	Marking Line Epoxy 8-Inch	LF	1641			$2.25	$3,692.25	$2.60	$4,266.60
646.402	Marking Line Epoxy 10-Inch	LF	1432			$2.50	$3,580.00	$2.90	$4,152.80
646.4025	Marking Line Grooved Black Epoxy 10-Inch	LF	22			$40.00	$880.00	$46.00	$1,012.00
646.404	Marking Line Grooved Wet Ref Epoxy 10-Inch	LF	22			$40.00	$880.00	$46.00	$1,012.00
646.502	Marking Arrow Epoxy	EACH	16			$225.00	$3,600.00	$260.00	$4,160.00
646.512	Marking Word Epoxy	EACH	3			$350.00	$1,050.00	$400.00	$1,200.00
646.552	Marking Outfall Epoxy	EACH	2			$160.00	$320.00	$184.00	$368.00
646.612	Marking Stop Line Epoxy 18-Inch	LF	418			$16.00	$6,688.00	$19.00	$7,942.00
646.622	Marking Yield Line Epoxy 18-Inch	EACH	16			$100.00	$1,600.00	$115.00	$1,840.00
646.712	Marking Diagonal Epoxy 12-Inch	LF	503			$10.50	$5,281.50	$12.00	$6,036.00
646.742	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	1174			$13.00	$15,262.00	$15.00	$17,610.00
646.812	Marking Curb Epoxy	LF	209			$6.00	$1,254.00	$7.00	$1,463.00
646.822	Marking Island Nose Epoxy	EACH	6			$295.00	$1,770.00	$340.00	$2,040.00
646.901	Marking Removal Line Water Blasting 4-Inch	LF	2305			$0.65	$1,498.25	$0.75	$1,728.75
646.911	Marking Removal Line Water Blasting 8-Inch	LF	2129			$0.90	$1,916.10	$1.00	$2,129.00
646.921	Marking Removal Line Water Blasting Wide	LF	99			$7.00	$693.00	$8.00	$792.00
652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	1656			$9.55	$15,814.80	$11.00	$18,216.00

				Zignego Company, Inc.		LaLonde Contractors, Inc.		A.W. Oakes & Son, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	1208			$8.96	$10,823.68	$10.30	$12,442.40
652.0615	Conduit Special 3-Inch	LF	1919			$15.95	$30,608.05	$18.35	$35,213.65
652.0700.S	Install Conduit Into Existing Item	EACH	2			$344.00	$688.00	$400.00	$800.00
652.08	Conduit Loop Detector	LF	2460			$7.71	$18,966.60	$8.90	$21,894.00
653.0135	Pull Boxes Steel 24x36-Inch	EACH	10			$1,301.00	$13,010.00	$1,500.00	$15,000.00
653.014	Pull Boxes Steel 24x42-Inch	EACH	30			$1,311.00	$39,330.00	$1,500.00	$45,000.00
653.0905	Removing Pull Boxes	EACH	1			$182.00	$182.00	$210.00	$210.00
654.0101	Concrete Bases Type 1	EACH	21			$924.00	$19,404.00	$1,060.00	$22,260.00
654.0105	Concrete Bases Type 5	EACH	1			$1,070.00	$1,070.00	$1,230.00	$1,230.00
654.011	Concrete Bases Type 10	EACH	5			$5,185.00	$25,925.00	$5,965.00	$29,825.00
654.0113	Concrete Bases Type 13	EACH	3			$7,697.00	$23,091.00	$8,850.00	$26,550.00
654.012	Concrete Bases Type 10 Special	EACH	1			$5,981.00	$5,981.00	$6,880.00	$6,880.00
654.0217	Concrete Control Cabinet Bases Type 9 Special	EACH	2			$2,039.00	$4,078.00	$2,345.00	$4,690.00
655.023	Cable Traffic Signal 5-14 AWG	LF	1493			$2.01	$3,000.93	$2.30	$3,433.90
655.024	Cable Traffic Signal 7-14 AWG	LF	4047			$2.40	$9,712.80	$2.80	$11,331.60
655.026	Cable Traffic Signal 12-14 AWG	LF	4083			$3.60	$14,698.80	$4.15	$16,944.45
655.027	Cable Traffic Signal 15-14 AWG	LF	1154			$4.87	$5,619.98	$5.60	$6,462.40
655.032	Cable Type UF, 2-10 AWG Grounded	LF	1767			$2.24	$3,958.08	$2.60	$4,594.20
655.0515	Electrical Wire Traffic Signals 10 AWG	LF	6247			$1.15	$7,184.05	$1.30	$8,121.10
655.061	Electrical Wire Lighting 12 AWG	LF	1701			$1.00	$1,701.00	$1.15	$1,956.15
655.07	Loop Detector Lead-In Cable	LF	9712			$2.08	$20,200.96	$2.40	$23,308.80
655.08	Loop Detector Wire	LF	9190			$1.33	$12,222.70	$1.55	$14,244.50
655.09	Traffic Signal EVP Detector Cable	LF	2402			$1.14	$2,738.28	$1.30	$3,122.60
656.0201.01	Electrical Service Meter Breaker Pedestal (County Q & 128th Ave)	EACH	1			$1,719.00	$1,719.00	$2,000.00	$2,000.00
656.0201.02	Electrical Service Meter Breaker Pedestal (County Q & 122nd Ave)	EACH	1			$1,719.00	$1,719.00	$2,000.00	$2,000.00
657.01	Pedestal Bases	EACH	19			$320.00	$6,080.00	$370.00	$7,030.00
657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH	1			$768.00	$768.00	$885.00	$885.00
657.0322	Poles Type 5 - Aluminum	EACH	1			$2,780.00	$2,780.00	$3,200.00	$3,200.00
657.035	Poles Type 10	EACH	4			$9,818.00	$39,272.00	$11,300.00	$45,200.00
657.0405	Traffic Signal Standards Aluminum 3.5-FT	EACH	2			$431.00	$862.00	$500.00	$1,000.00
657.042	Traffic Signal Standards Aluminum 13-FT	EACH	2			$1,016.00	$2,032.00	$1,170.00	$2,340.00
657.0425	Traffic Signal Standards Aluminum 15-FT	EACH	11			$1,113.00	$12,243.00	$1,280.00	$14,080.00
657.043	Traffic Signal Standards Aluminum 10-FT	EACH	4			$847.00	$3,388.00	$975.00	$3,900.00
657.053	Monotube Arms 30-FT	EACH	4			$6,101.00	$24,404.00	$7,000.00	$28,000.00
657.061	Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	EACH	1			$485.00	$485.00	$560.00	$560.00
657.0815	Luminaire Arms Steel 15-FT	EACH	6			$1,008.00	$6,048.00	$1,160.00	$6,960.00
658.0173	Traffic Signal Face 3S 12-Inch	EACH	26			$833.00	$21,658.00	$960.00	$24,960.00
658.0174	Traffic Signal Face 4S 12-Inch	EACH	18			$1,010.00	$18,180.00	$1,160.00	$20,880.00
658.0416	Pedestrian Signal Face 16-Inch	EACH	12			$510.00	$6,120.00	$585.00	$7,020.00
658.05	Pedestrian Push Buttons	EACH	15			$422.00	$6,330.00	$485.00	$7,275.00
658.5070.01	Traffic Signal Mounting Hardware (County Q & 128th Ave)	EACH	1			$4,746.00	$4,746.00	$5,500.00	$5,500.00
658.5070.02	Traffic Signal Mounting Hardware (County Q & 122nd Ave)	EACH	1			$6,280.00	$6,280.00	$7,200.00	$7,200.00
659.1125	Luminaires Utility LED C	EACH	12			$341.00	$4,092.00	$400.00	$4,800.00
670.0101	Field System Integrator	EACH	1			$12,567.00	$12,567.00	$14,400.00	$14,400.00

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Item No.	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
670.0201	ITS Documentation	EACH	1			$6,325.00	$6,325.00	$7,300.00	$7,300.00
671.0132	Conduit HDPE 3-Duct 2-Inch	LF	351			$18.74	$6,577.74	$21.50	$7,546.50
671.0232	Conduit HDPE Directional Bore 3-Duct 2-Inch	LF	131			$18.74	$2,454.94	$21.50	$2,816.50
673.0105	Communication Vault Type 1	EACH	2			$2,954.00	$5,908.00	$3,400.00	$6,800.00
678.0036	Install Fiber Optic Cable Outdoor Plant 36-CT	LF	1648			$2.15	$3,543.20	$2.50	$4,120.00
678.02	Fiber Optic Splice Enclosure	EACH	2			$1,109.00	$2,218.00	$1,275.00	$2,550.00
678.03	Fiber Optic Splice	EACH	28			$328.77	$9,205.56	$375.00	$10,500.00
678.0501	Communication System Testing	EACH	1			$6,258.48	$6,258.48	$7,200.00	$7,200.00
678.06	Install Ethernet Switches	EACH	1			$953.00	$953.00	$1,100.00	$1,100.00
690.015	Sawing Asphalt	LF	3673			$1.75	$6,427.75	$2.45	$8,998.85
690.025	Sawing Concrete	LF	216			$2.35	$507.60	$5.00	$1,080.00
SPV.0060.01	Install Poles Type 9 Special	EACH	1			$1,340.00	$1,340.00	$1,540.00	$1,540.00
SPV.0060.02	Install Poles Type 10	EACH	1			$1,340.00	$1,340.00	$1,540.00	$1,540.00
SPV.0060.03	Install Poles Type 13	EACH	3			$1,340.00	$4,020.00	$850.00	$2,550.00
SPV.0060.04	Install Monotube Arms 15-FT	EACH	1			$740.00	$740.00	$1,270.00	$1,270.00
SPV.0060.05	Install Monotube Arms 40-FT Special	EACH	1			$1,105.00	$1,105.00	$1,650.00	$1,650.00
SPV.0060.06	Install Monotube Arms 55-FT	EACH	3			$1,438.00	$4,314.00	$275.00	$825.00
SPV.0060.07	Install Luminaire Arms Steel 15-FT	EACH	5			$240.00	$1,200.00	$2,275.00	$11,375.00
SPV.0060.08	Expose Existing Utility	EACH	1			$1,980.00	$1,980.00	$1,950.00	$1,950.00
SPV.0060.09	Remove, Salvage, and Reinstall Traffic Signals	EACH	1			$2,554.00	$2,554.00	$2,900.00	$2,900.00
SPV.0060.10	Transport & Install State Furnished Traffic Signal Cabinet County Q & 122nd Ave	EACH	1			$3,357.00	$3,357.00	$3,900.00	$3,900.00
SPV.0060.11	Traffic Signal Cabinet & Controller County Q & 128th Avenue	EACH	1			$35,596.00	$35,596.00	$41,000.00	$41,000.00
SPV.0060.12	Radar Detection System County Q & 128th Ave	EACH	1			$40,726.00	$40,726.00	$46,800.00	$46,800.00
SPV.0060.13	Transport & Install State Furnished Emergency Vehicle Preemption Equipment County Q & 122nd Ave	EACH	1			$1,668.00	$1,668.00	$1,900.00	$1,900.00
SPV.0060.14	Emergency Vehicle Preemption System County Q & 128th Ave	EACH	1			$8,275.00	$8,275.00	$9,500.00	$9,500.00
SPV.0060.15	Transporting Traffic Signal & Lighting Materials County Q & 122nd Ave	EACH	1			$3,336.00	$3,336.00	$3,800.00	$3,800.00
SPV.0060.16	Remove & Salvage Fiber Optic Traffic Signal Equipment STH 165 & I-41 SB Ramps	EACH	1			$5,633.00	$5,633.00	$6,500.00	$6,500.00
SPV.0060.17	Install Fiber Optic Communications in Cabinet STH 165 & I-41 SB Ramps	EACH	1			$3,249.00	$3,249.00	$3,700.00	$3,700.00
SPV.0060.18	Install Fiber Optic Communications in Cabinet County Q & 122nd Avenue	EACH	1			$3,249.00	$3,249.00	$3,700.00	$3,700.00
SPV.0060.19	Glance Preempt & Priority System County Q & 128th Ave	EACH	1			$6,440.00	$6,440.00	$7,400.00	$7,400.00
SPV.0060.20	Relocating Sprinkler Boxes	EACH	6			$1,806.06	$10,836.36	$575.00	$3,450.00
SPV.0060.21	Cutting and Capping Existing Sprinkler System	EACH	6			$849.00	$5,094.00	$150.00	$900.00
SPV.0060.22	Salvage and Reinstall Apron Endwall for Underdrain	EACH	2			$150.00	$300.00	$180.00	$360.00
SPV.0090.01	Fiber Optic Warning Tape	LF	1213			$0.49	$594.37	$0.60	$727.80
SPV.0090.02	Protection of Private Springler Systems	LF	90			$23.20	$2,088.00	$17.00	$1,530.00
	Base Bid Total:			**BID REJECTED**			**$1,796,617.28**		**$1,824,421.66**

raSmith

raSmith
CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

May 29, 2026

Mr. Kurt Davidsen, P.E.
Village Engineer
Village of Pleasant Prairie
8600 Green Bay Road
Pleasant Prairie, WI 53158

Re: STH 165 and CTH Q Roadway & Traffic Signal Improvement Project

Dear Mr. Davidsen:

Electronically submitted bids were opened at 2:00 p.m. on Thursday, May 28, 2026, via the secure online Quest vBid site for the above-referenced project. Three (3) bids were received as follows:

	Bidder/Contractor	Bid Amount
1.	Zignego	N/A – Bid Rejected, not a prequalified bidder
2.	LaLonde Contractors, Inc.	$1,796,617.28
3.	A.W. Oakes & Sons, Inc.	$1,824,421.66

We have reviewed the proposal of the low bidder and recommend the Village consider awarding a contract to LaLonde Contractors, Inc., in the amount of $1,796,617.28.

A copy of the project bid tabulation is enclosed for your use and distribution.

Sincerely,
raSmith

John Bruggeman, P.E., PTOE
Traffic Project Manager

Enclosure

bth:T:\1240020\Doc\Bidding\Prairie Highlands Rec Letter.docx

AGREEMENT

THIS AGREEMENT is by and between the Village of Pleasant Prairie (hereinafter called Owner) and LaLonde Contractors, Inc., (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:

The work under this contract shall consist of traffic signals, signing, pavement marking, grading, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

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.

STH 165 AND CTH Q ROADWAY & TRAFFIC SIGNAL IMPROVEMENT PROJECT
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 Completion of Work.

A. Do not start work on any section of the Project until the necessary permits have been obtained. Complete the Work in a continuous manner without interruption until all Work is finished. Complete all Work other than above-ground traffic signal installations and final stop line pavement markings, including restoration, on or before November 1, 2026. Complete all Work, including all punch list items, on or before December 15, 2026 if all state-furnished traffic signal materials have been delivered to the WisDOT Southeast Region Electrical Shop in West Allis, Wisconsin by November 1, 2026. If all state-furnished traffic signal materials have not been delivered by November 1, 2026, complete all Work, including punch list items, on or before May 1, 2027. The state-furnished materials order date is currently anticipated as July 3, 2026. 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.

A. **The Owner will not grant time extensions to the final completion date**.

4.03 Liquidated Damages.

B. 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 $2,185, for each calendar day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

C. 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 $2,185, for each calendar day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment.

D. 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 $2,185, for each calendar 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: $1,796,617.28

2. Alternates: None

3. Combination Bid: None

4. Final Contract Amount: $1,796,617.28

One Million Seven Hundred Ninety-Six Thousand Six Hundred Seventeen and 28/100 Dollars

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. CONTRACTOR'S 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 the 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. Contract Drawings.

J. Addenda number N/A, 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:

OWNER:	CONTRACTOR:
_____	LaLonde Contractors, Inc. _____
By: _____	By: _____
Title:_____	Title:_____ (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:_____	Attest:_____
Title:_____	Title:_____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____

CONTRACTOR'S License No. _____ (If required by state or municipal law).

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Consider approval of Resolution #26-22 to initiate a Zoning Ordinance Amendment to re-evaluate pet and animal regulations as it relates to fowl or poultry.

PROPOSED BY: Community Development	**FISCAL IMPACT: No**
AGENDA CATEGORY: Resolution	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

See attached Resolution.

STAFF RECOMMENDATION:

Village staff recommends approval of said Resolution as presented.

Res 26-22.pdf

VILLAGE OF PLEASANT PRAIRIE
BOARD OF TRUSTESS
RESOLUTION #26-22
TO INITIATE ZONING ORDINANCE AMENDMENTS

WHEREAS, the Village Board of Trustees may initiate a petition for amendments of the Zoning Ordinance, which may include rezoning of property, change in Zoning District boundaries, or changes in the text of said Ordinance; and

WHEREAS, the Village Board is recommending that Village staff re-evaluate and provide recommendations for modifications to pet and animal regulations as it relates to fowl or poultry; and

NOW THEREFORE, BE IT RESOLVED, by the Village Plan Commission, as follows:

1. That the Village Board hereby initiates and petitions the Village staff to evaluate and bring forth a Ordinance amendments for discussion and consideration; and

2. That the proposed changes in the Zoning Ordinance are hereby referred to the Village staff for further study and recommendation and may result in other ordinance changes including Zoning Map Amendments; and

3. That the Village Board is not, by this Resolution, making any determination regarding the merits of the proposed changes in the Zoning Ordinance, but rather, is only initiating the process by which the proposed changes in the Zoning Ordinance can be promptly evaluated.

Adopted this 8th day of June 2026.

VILLAGE OF PLEASANT PRAIRIE

_____
David J. Klimisch
Village President

ATTEST:

_____
Jane C. Snell
Village Clerk

Posted: _____

CODE26-06-01
22-pet and animal regulations-initate.doc

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE: **Approval of May 11, 2026, Village Board Meeting Minutes.**	
PROPOSED BY: Village Clerk	**FISCAL IMPACT: No**
AGENDA CATEGORY: Action	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	
SUMMARY:	
STAFF RECOMMENDATION: **Approve May 11, 2026 Village Board Minutes**	

May 11, 2026 DRAFT.pdf

MINUTES
Village Board - Regular Meeting

Village Hall Auditorium
9915 - 39th Avenue
Pleasant Prairie, WI
Monday, May 11, 2026
6:00 PM

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

   Present were President Dave Klimisch, Trustees James Kremer, Mike Pollocoff and James Kedrow. Trustee Matt Henby was absent and excused.

4. Ceremonial Swearing-In of the newly elected Village Board Trustees

5. Minutes of Meeting

   5.A Approval of April 27, 2026 Village Board Meeting Minutes

   Kremer moved to approve April 27, 2026 Village Board Minutes; Seconded by Kedrow; Motion carried 4-0.

6. Elect President Pro-tem and Weed Commissioner

   Klimisch moved to elect Trustee Mike Pollocoff as President Pro-Tem; Seconded by Kremer; Motion carried 4-0.

   Pollocoff moved to elect Greg Czarny, Village Municipal Code Enforcement Officer, as Weed Commissioner; Seconded by Kedrow; Motion carried 4-0.

7. Recognition

   7.A Consider approval of Resolution #26-16 designating May 10-16, 2026 as National Police Week.

   Dave Selvidge, Chief of Police, presented.

   Kremer moved to approve Resolution #26-16 as stated; Seconded by Kedrow; Motion carried 4-0.

   7.B Consider approval of Resolution #26-17 designating May 17 - 23, 2026 as National Public Works Week.

   Tom Hupp, Director of Public Works, presented.

DRAFT

Pollocoff moved to approve Resolution #26-17 for DPW week; Seconded by Kedrow; Motion carried 4-0.

8. Citizen Comments – none.

9. Administrator's Report

10. New Business

Kremer moved to take New Business Item 10.F first; Seconded by Pollocoff; Motion carried 4-0.

10.F Consider approval for streambank restoration by the Clean Water Utility within the Tobin Creek Subdivision.

Matt Fineour, Executive Director of Infrastructure Management, presented.

Howard Goodman, 1506 112th Street, spoke and answered questions from the Board.

Pollocoff moved to accept the engineer's proposal for remediation and repair of the streambank erosion and instructed the engineering staff to continue to work on their master plan for advancing waterways and manage waterways in the Village with the end product being a criteria sheet or a set of alternatives for collecting revenues to pay for future improvements or possibilities for how those can be collected; Seconded by Klimisch; Motion carried 3-1 [Kedrow dissented].

Kedrow moved to take New Business Items 10.A, 10.B and 10.C together with separate action; Seconded by Kremer; Motion carried 4-0.

10.A Receive Plan Commission recommendation and consider approval of Resolution #26-19 for the Final Plat, Development Agreement and Interim Grading Agreement for the Highland Estates II Subdivision for the request of Sanjay Kuttemperoor, agent on behalf of the developer, Arbor Estates Group LLC, generally located on both sides of Cooper Road north of 97th Street.

Rob Hanson, Community Development Director, presented.

Pollocoff moved to receive Plan Commission recommendation and approve Resolution #26-19 for the Final Plat, Development Agreement and Interim Grading Agreement for the Highland Estates II Subdivision request; Seconded by Klimisch; Motion carried 4-0.

10.B Receive Plan Commission recommendation and consider approval of Ordinance #26-24 and Ordinance #26 -25 for Zoning Map and Text Amendments at the request of Sanjay Kuttemperoor, agent on behalf of the developer, Arbor Estates Group LLC, to amend the zoning map and the Highland Estates Single Family Planned Unit Development Ordinance for the Highland Estates II Subdivision generally located on both sides of Cooper Road north of 97th Street.

Rob Hanson, Community Development Director, presented.

DRAFT

Pollocoff moved to receive Plan Commission recommendation and approve Ordinance #26-24 and Ordinance #26-25 for Zoning Map and Text Amendments to amend the zoning map and the Highland Estates Single Family Plan Unit Development Ordinance for Highland Estates II; Seconded by Klimisch; Motion carried 4-0.

10.C Receive Plan Commission recommendation and consider approval of Ordinance #26-26 for Comprehensive Plan Amendments at the request of Sanjay Kuttemperoor, agent on behalf of the developer, Arbor Estates Group LLC, to amend the land use plan related to the Highland Estates II Subdivision generally located on both sides of Cooper Road north of 97th Street.

Rob Hanson, Community Development Director, presented.

Pollocoff moved to receive Plan Commission recommendation and approve Ordinance #26-26 for Comprehensive Plan Amendments for Arbor Estates Group LLC for the plan related to Highland Estates Subdivison II; Seconded by Kremer; Roll Call Vote – Kremer-aye; Pollocoff-aye; Kedrow-aye; Klimisch-aye; Motion carried 4-0.

10.D Receive Plan Commission recommendation and consider approval of Ordinance #26-27 for a Zoning Text Amendment to amend Section 420-22 A (1) related to zoning permits.

Rob Hanson, Community Development Director, presented.

Kremer moved to receive Plan Commission recommendation and approve Ordinance #26-27 for a Zoning Text Amendment as stated; Seconded by Kedrow; Motion carried 4-0.

10.E Consider approval of Resolution #26-18 for disposal of Police & Fire communications equipment and fire Vehicle.

Craig Roepke, Fire Chief, presented.

Kedrow moved to approve Resolution #26-18 for disposal of Police & Fire communications equipment and fire vehicle; Seconded by Pollocoff; Motion carried 4-0.

10.G Consider approval of the increase in the Municipal Revenue Obligation to DPML 95th Street LLC in the amount of $6,201,902 to $10,056,799.

Kathy Goessl, Finance Director, presented.

Pollocoff moved to approve the increase in the Municipal Revenue Obligation to DPML 95th Street LLC in the amount of $10,056,799; Seconded by Kremer; Motion carried 4-0.

10.H Consider Award of Contract for the 2026 Paving Program.

Kurt Davidsen, Village Engineer, presented.

Pollocoff moved to award contract for the 2026 Paving Program to Payne & Dolan Inc in the amount of $738,668.00 with the understanding that section 3 would be subject to a change order if the project isn't assessed; Seconded by Kremer; Motion carried 4-0.

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11. Village Board Comments

12. Adjournment

    Kedrow moved to adjourn the meeting; Seconded by Pollocoff; Motion carried 4-0 and the meeting was adjourned at 7:57 p.m.

These are abbreviated minutes. A full and complete audio may be found under "Meetings and Notices" at https://www.pleasantprairiewi.gov/

DRAFT

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Consider approval of Resolution #26-20 to accept the creation, review and adoption of the Compliance Maintenance Annual Report (CMAR) for the wastewater facilities in the Village of Pleasant Prairie.

PROPOSED BY: Public Works	**FISCAL IMPACT: No**
AGENDA CATEGORY: Resolution	**BUDGETED: Yes**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:** **Sewer Utility**
STRATEGIC INITIATIVE: No	

SUMMARY:

The Compliance Maintenance Annual Report (CMAR) is an annual self-evaluation reporting requirement for publicly and privately owned domestic wastewater treatment works. The CMAR is a tool to evaluate the wastewater treatment system from problems or deficiencies. The CMAR program also encourages actions that promote the owners' awareness and responsibility for wastewater collection and treatment needs, maximizes the useful life of wastewater treatment systems through improved operation and maintenance and initiates formal planning, design and construction for system upgrades. The CMAR form is a communication tool for identifying needs for future planning. The CMAR form describes the management and physical condition of the wastewater treatment works during the previous calendar year, assesses system performance and wastewater maintenance activities, evaluates compliance with WPDES permit requirements, provides an objective analysis to determine whether a more detailed evaluation of the wastewater facility is needed and identified proposed actions necessary to maintain regulatory compliance. The Village of Pleasant Prairie has been evaluated under the State's Annual Compliance Maintenance Evaluation and financial management scored 4 with a GPA of 4.0. Wastewater facilities for the Village of Pleasant Prairie has received a raw score of 12 with a GPA of 4.0 and Collections Systems Section has received a grade of A as set forth by the Department of Natural Resources. See attached supporting documentation.

STAFF RECOMMENDATION:

Approval of Resolution #26-20 to accept the creation, review and adoption of the Compliance Maintenance Annual Report (CMAR) for the wastewater facilities in the Village of Pleasant Prairie.

Resolution #26-20 CMAR (Compliance Maintenance Annual Report).pdf

VPP 2025 CMAR.pdf

RESOLUTION #26-20

RESOLUTION CERTIFYING THE CREATION, REVIEW AND ADOPTION OF THE COMPLIANCE MAINTENANCE ANNUAL REPORTS FOR THE WASTEWATER FACILITIES IN VILLAGE OF PLEASANT PRAIRIE

WHEREAS, it is the policy of the Commissioners of Sewer Utility Pleasant Prairie Village that the utility be maintained within generally accepted guidelines; and

WHEREAS, the State of Wisconsin prescribes a method of evaluating the operating efficiency of a wastewater collection system; and

WHEREAS, the Sewer Utility Pleasant Prairie Village has been evaluated under the State's Annual Compliance Maintenance Evaluation, and financial management scored 4 with a GPA of 4.0; and

WHEREAS, wastewater facilities for Pleasant Prairie Village has received a raw score of 12 with a GPA of 4.0 and the Collection Systems Section has received a grade of A as set forth by the Department of Natural Resources; and

WHEREAS, the Wastewater Utility District continues to identify and eliminate infiltration and inflow; and

WHEREAS, the Commissioners of this Utility District have reviewed the report prepared by the Village's Director of Public Works;

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Pleasant Prairie that the Annual Compliance Maintenance Report has been reviewed and accepted as presented and is forwarded to the Department of Natural Resources for their review.

Passed and adopted this 8th day of June 2026.

VILLAGE OF PLEASANT PRAIRIE

_____
David J. Klimisch, Village President

Attest:

_____
Jane C. Snell, Village Clerk

Posted: _____

Compliance Maintenance Annual Report

Pleasant Prairie Sewage Collection System

Last Updated: 6/2/2026 Reporting For: **2025**

Financial Management

1. Provider of Financial Information

Name: Kathy Goessl

Telephone: 262-925-6709 (XXX) XXX-XXXX

E-Mail Address (optional):

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points) ☐☐
- ○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2024

- ● 0-2 years ago (0 points) ☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2025

- ● 1-2 years ago (0 points)☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$ 1,334,927.00
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		$ 0.00
3.2.3 Adjusted January 1st Beginning Balance		$ 1,334,927.00
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$ 63,041.00

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - $ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year $ 1,397,968.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? $ 1,336,589.00 **0**

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- ● Yes
- ○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- ● Yes - If Yes, please provide major project information, if not already listed below.☐☐
- ○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Rebuild lift station	$40,000	2026
2	Rebuild lift station	$200,000	2027
3	Sewer Rehab to Reduce I/I	$75,000	2026
4	Sewer Rehab to Reduce I/I	$75,000	2027
5	Sewer Rehab to Reduce I/I	$75,000	2028
6	Hwy 165 gravity sewer rehab	$2,800,000	2026
7	Smoke Test Cooper Rd Basin	$50,000	2026
8	Lateral replacement program to reduce I&I	$125,000	2028
9	Lateral replacement program to reduce I&I	$125,000	2029
10	Hwy 165 gravity sewer rehab	$2,800,000	2027
11	Replace degraded manholes on Hwy H sanitary interceptor	$540,000	2027
12	Replace generator at Lakeview Lift Station	$200,000	2029
13	Rebuild lift station	$100,000	2029
14	Wetwell Wizard aeration system	$46,000	2028
15	Wetwell wizards aeration system	$45,000	2027

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 17

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	52,781	1,072
February	52,752	1,206
March	63,019	982
April	66,228	604
May	53,960	328
June	53,973	135
July	43,405	36
August	43,496	70
September	42,466	30
October	38,251	173
November	39,550	319
December	55,778	813
Total	**605,659**	**5,768**
Average	**50,472**	**481**

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

Rebuilt two self-priming pump stations with submersible pumps on VFD's and added flow monitoring devices in 2025.

6.3 Has an Energy Study been performed for your pump/lift stations?

- ● No
- ○ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We will continue updating older lift stations with new pumps and VFD's, add flow meters to monitor pump information, and evaluate flow matching capabilities to save energy consumption.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Pleasant Prairie Sewage Collection System Last Updated: 6/2/2026 Reporting For: **2025**

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ● Yes
- ○ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ● Yes
- ○ No (30 points)
- ○ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

1. Comply with the conditions of the WPDES permit
2. Minimize overflow occurrences
3. Improve and/or maintain system reliability
4. Cost-effectively maintain assets through rehabilitation and replacement based off of condition assessments
5. Reduce the potential threat to human health from sewer overflows
6. Provide adequate capacity to convey allowable peak flows
7. Manage Infiltration and Inflow (I/I)
8. Protect collection system work health and safety
9. Maintain annual cleaning and inspection programs
10. Continue cost-efficient operation of the sewer utility
11. Operate a continues CMOM program
12. Allow periodic review and changing of CMOM program to input and benchmarking data

Did you accomplish them?

- ● Yes
- ○ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]☐☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

https://ecode360.com/9354269

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2024-12-23

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection

☒ Rehabilitated sewer and lift station installation, testing and inspection
☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
☒ Fat, oil and grease control
☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:
☒ Equipment and replacement part inventories
☒ Up-to-date sewer system map
☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
☒ A description of routine operation and maintenance activities (see question 2 below)
☒ Capacity assessment program
☒ Basement back assessment and correction
☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)]☐☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
☒ Construction, Inspection, and Testing **0**
☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]☐☐

Does your emergency response capability include:
☒ Responsible personnel communication procedures
☒ Response order, timing and clean-up
☒ Public notification protocols
☒ Training
☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]☐☐

☐ Special Studies Last Year (check only those that apply):
☐ Infiltration/Inflow (I/I) Analysis
☐ Sewer System Evaluation Survey (SSES)
☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
☐ Lift Station Evaluation Report
☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	50.1	% of system/year
Root removal	0	% of system/year
Flow monitoring	95	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	1	% of system/year
Manhole inspections		

Compliance Maintenance Annual Report

Pleasant Prairie Sewage Collection System

Last Updated: 6/2/2026 Reporting For: **2025**

	27	% of system/year
Lift station O&M	12	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation	0	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	100	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

25.92	Total actual amount of precipitation last year in inches
37.6	Annual average precipitation (for your location)
136	Miles of sanitary sewer
17	Number of lift stations
1	Number of lift station failures
0	Number of sewer pipe failures
2	Number of basement backup occurrences
10	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.06	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.01	Basement backups (number/sewer mile)
0.07	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

Compliance Maintenance Annual Report

Pleasant Prairie Sewage Collection System

Last Updated: 6/2/2026 Reporting For: **2025**

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

○ Yes

● No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

○ Yes

● No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Increased inspections and rehabilitations have helped to reduce I/I, year over year.

5.4 What is being done to address infiltration/inflow in your collection system?

I/I visual inspections and investigations as well as flow monitoring. We have a multi-year smoke-testing project beginning. Infrastructure found to have I/I will be repaired or rehabbed. New televising equipment will allow for increased inspection capabilities.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Pleasant Prairie Sewage Collection System

Last Updated: 6/2/2026

Reporting For: **2025**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			**4**	**16**
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:
A = Voluntary Range (Response Optional)
B = Voluntary Range (Response Optional)
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Approval of 2026 Appointments to the Community Development Authority (CDA) Alternate Member Appointments.

PROPOSED BY: Administration	**FISCAL IMPACT: No**
AGENDA CATEGORY: Action	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:** **General Government**
STRATEGIC INITIATIVE: No	

SUMMARY:

President David Klimisch recommends new appointments of members to the CDA as reflected on the attached memorandum.

STAFF RECOMMENDATION:

Approve 2026 new appointments as recommended.

MEMO June 2026 new CDA Alt appointment.pdf

MEMORANDUM

To: Village Board of Trustees

From: David J. Klimisch

Date: June 3, 2026

Re: Commission Appointment

Office of the Village President

I recommend the following appointments to the committees for the terms listed below:

Community Development Authority	**Term**
David Rehberg (Alternate #1) *(to fulfil remainder of term, previously held by Dustin Decker)*	June 9, 2026 – October 6, 2026
Jo Anne Cunningham (Alternate #2)	June 9, 2026 – October 6, 2026

* * * * *

AGENDA ITEM COVER
Village Board - Regular Meeting
June 08, 2026

AGENDA ITEM TITLE:

Consider approval of Towing Service Licenses for the period of July 1, 2026 through June 30, 2027.

PROPOSED BY: Village Clerk	**FISCAL IMPACT: No**
AGENDA CATEGORY: Action	**BUDGETED: No**
MEETING TYPE REQUIRED: **Regular**	**BUDGET TYPE:**
STRATEGIC INITIATIVE: No	

SUMMARY:

The following towing businesses have submitted applications to renew their towing services license in the Village:

- **McDevitt's Towing, 5150 60th Street, Kenosha, WI**
- **Jantz's Yard 4 Automotive, Inc., 2500 Washington Rd, Kenosha, WI**
- **J & M Towing, 6010 26th Avenue, Kenosha, WI**
- **Jantz Auto Sales, Inc., 3405 Washington Rd, Kenosha, WI**
- **Jensen & Jensen, Inc., 5410 50th Street, Kenosha, WI**
- **Pro Towing, 5216 30th Ave, Kenosha, WI**
- **Firehouse Performance, LLC, 5700 49th Street, Kenosha, WI**
- **AES Auto Towing, LLC, 7621 12th Street #387, Somers, WI**

All applications, as submitted, comply with section 332 of the Municipal Code and the license fees have been paid. There are no outstanding delinquencies or forfeitures, and background checks were completed.

It is recommended that the foregoing businesses be issued a towing services license for the period of July 1, 2026 through June 30, 2027 subject to the provisions of Chapter 332 of the Municipal Code.

STAFF RECOMMENDATION:

Approve Towing Service Licenses for the period of July 1, 2026 through June 30, 2027.