



**TOWN OF LISBON
MEETING AGENDA
TOWN BOARD**

*Town Chairperson: Joseph Osterman, Chair
Supervisors: Tedia Gamino, Marc Moonen, Linda Beal, Rebecca Plotecher*

Monday, July 27, 2020

6:30 PM

Town Hall, Board Room
W234N8676 Woodside Rd.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Comments from citizens present

Citizens are invited to share their questions, comments, or concerns with the Town Board. When speaking, citizens should state their name and address for the record and limit their presentation to three minutes. Where possible, the Board will answer factual questions immediately. If a response would involve discussion of Board policy or decisions, which might be of interest to citizens, not present at the meeting, the Board may place the item on a future meeting agenda.

5. Department Reports

This is an opportunity for department heads to report on departmental operations and projects. Matters require no action or approval.

- A. Clerk-Treasurer
- B. Parks Department
- C. Public Works Department

6. Supervisor's Reports

This is an opportunity for Supervisors to report on respective Committees, Commissions, and Boards of which they serve as a member. Matters require no action or approval.

7. Minutes

Discussion and possible action on the following minutes

- A. Approval of the May 11 and July 13 Regular Town Board meeting minutes and July 11 and July 15 Special Town Board meeting minutes

8. New Business

Discussion and possible action on the following items

- A. Vouchers Payable report for reporting dates of 7/14/2020-7/23/2020 in the amount of \$150,132.98
- B. Retirement Agreement for Paul Pichler, Parks Department
- C. The Preserve at Harvest Ridge Development – Phase 1 letter of credit reduction request No. 2 in the amount of \$408,880.34

- D. The Preserve at Harvest Ridge Development – Phase 2 letter of credit reduction request No. 1 in the amount of \$191,588.00
- E. Ordinance to repeal and recreate Section 2.02 of the Town of Lisbon code relating to attending meetings through videoconferencing or teleconferencing

9. Plan Commission Recommendations

Discussion and possible action on the following Plan Commission Recommendations

- A. Request for Neumann Developments Inc., for the property located on the west side of Hillside Drive adjacent to Beverly Lane in the Town of Lisbon, tax key LSBT 0205.995 and LSBT 0208.987, for a Final Plat for Phase 1 of the Hillside Ridge subdivision
- B. Request from Mike Kaerek, for the properties located at W275N9101 Lake Five Road, tax key LSBT 0167.999.001 and LSBT 0167.999, for a Final Plat for the Haass Farms subdivision
- C. Request for Frank Gross, for the property located at N80W23792 Plainview Road, LSBT 0187.998.009, to approve a four-lot Certified Survey Map and associated driveway easements

10. Boards, Committees and Commission Appointments/Elections

Discussion and possible action on the following appointments

- A. Re-appointments by Chairman Osterman of Ed Nelson, Tedia Gamino, and Jill Pichler as members of the Town of Lisbon Park Committee, their three-year terms to expire July 1, 2023

11. Upcoming Town Boards, Commissions, and Committee Meetings

Town Board, Plan Commission, Board of Appeals, and Sanitary Sewer District #1 Commission meet in the Board at Town Hall, W234N8676 Woodside Rd. Park Committee and Police & Fire Commission meet at Richard Jung Memorial Fire Station, N54W26455 Lisbon Rd.

- A. Town Board: Monday, August 10, 2020 – CANCELLED
- B. Plan Commission: Thursday, August 13, 2020 – 6:30 PM
- C. Park Committee: Monday, August 13, 2020 – 6:30 PM
- D. Sanitary Sewer District #1 Commission: Wednesday, August 19, 2020 – 6:30 PM
- E. Town Board: Monday, August 24, 2020 – 6:30 PM

12. Adjournment.

Joseph Osterman
Town Chairman

Steven A. Braatz, Jr.
Interim Town Clerk-Treasurer

All meetings of the Town Board are public meetings. In order for the general public to make comments at the meetings, the individual(s) must be scheduled (as an appearance) with the chair or the appropriate staff contact; otherwise, the meeting of the board is a working session for the board itself, and discussion by those in attendance is limited to board members, staff and others that may be a party to the matter being discussed.

NOTE: Individual members of the Town Board will be available after the meeting to discuss town related issues with citizens who are present.

AMERICANS WITH DISABILITIES ACT NOTICE: Upon reasonable notice (at least 72 hours in advance) the Town will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City

NOTICE OF POSSIBLE QUORUM: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information: no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this



TOWN CLERK-TREASURER'S MONTHLY ACTIVITY REPORT

Prepared by Steven A. Braatz, Jr.

June 2020

General

1. Began working for the Town on June 15, 2020. Received email address, WisVote access, and voicemail access.
2. General research of Town procedures, ordinances and Town Code, resolutions, boundaries, developments, etc. Introductions to various staff and contracted officials.
3. Worked with Assessor to finalize the Statement of Assessment.
4. Created Zoom meeting for 6-16-20 Special Town Board meeting.
5. Worked with staff to update the Town website with current Clerk-Treasurer information.
6. Worked with the Fire Dept on a Public Records Request.
7. Created June 22, 2020 Town Board agenda and packet. Attended meeting.
8. Redesigned and processed 11 peddlers permits and 4 operators licenses.
9. Executed the Village of Merton Boundary Agreement.
10. Worked with Attorney's Office to prepare a public notice for the Village of Sussex Boundary Agreement public hearing. Worked with Attorney's Office and staff to begin preparing for certified mailings to property owners.
11. Created July 1, 2020 special Town Board agenda.
12. Researched and located some 2015 minutes for the Town Planner. Worked with Planner to determine/decipher an action that was taken by the Plan Commission.
13. Began research of Town appointments and terms.
14. Several phone calls from Attys Office, Planner, and Building Inspector regarding various requests for information. Researched and located what they were looking for.
15. Started weekly staff meetings with Clerk-Treasurer staff.

Elections

1. June 16: Attended a "Absentee Vote by Mail Improvements" webinar held by the Wisc Elections Commission (WEC).
2. June 19: Received ballot supply.
3. June 22: Picked up election supplies from Waukesha County.
4. June 23-26: Processed and mailed out 1,466 absentee ballots to voters who had requests on file, including 9 email ballots.

- 5.** June 29-30: Processed and mailed out an additional 30 absentee ballots to voters who submitted recent requests.
- 6.** Worked with Waukesha County to order Personal Protective Equipment for the August 11, 2020 Partisan Primary.
- 7.** Coordinated with Chief Inspectors to conduct the July 1 election machine test.
- 8.** Worked with staff to create an online poll worker application, and update the Town website with current election information. Also updated Facebook with election and Census information.
- 9.** Responded to various customers (phone, email, counter) regarding various elections questions.
- 10.** Began poll worker scheduling for the August 11, 2020 Partisan Primary. Sent emails to 47 prospective workers.



Parks Monthly Report JULY 2020

Job task completed or still in progress:

- ☺ Park trails and open green spaces, playgrounds, shelters, sport fields and restroom are open to the public, but users are to follow the CDC guidelines with social distancing and large social gatherings of 100 or less due to the COVID-19 pandemic.
- ☺ Staff removed old community park sign and installed new sign at front entrance of Community Park.
- ☺ Repair damaged park sign and replace end post on corner of Lake Five Road and HWY VV.
- ☺ Staff has been preparing our sport fields before each use.
- ☺ Trimming of grass and trees along the brighten estate boardwalk.
- ☺ Weekly Mowing operations of the town's open green spaces and municipal grounds continues.
- ☺ Continue training seasonal / fulltime employees on equipment safety operation and new procedures with cleaning operations of facilities due to covid pandemic.
- ☺ Cleaning of restroom facilities twice a day during the week and cleaning the open-air shelters before and after each use.
- ☺ Maintenance on the 911 memorial and surrounding planting beds.
- ☺ As of July 1, 2020 our park staff has removed 18 dead ash trees from Plainview pkwy, 7 ash trees in Stone Family Park, 12 ash trees in Community Park, 6 ash trees in Lisbon Oaks Park , 3 trees at town hall Park and 2 in Halquist Park . Staff will continue removing ash trees throughout the Lisbon Park System as staffing and weather allows. Brush is hauled to compost site.
- ☺ General equipment maintenance is be completed as needed..

Submitted by:
John Greiten
Lisbon Park Director

JUNE 2020 DPW MONTHLY REPORT



TOWN BOARD & ADMINISTRATOR,

- Staff completed the first round of shouldering. We shouldered in Wooded Hills, Plainview Parkway, and Tamarack Road
 - Staff completed the first round of roadside mowing
 - Staff replaced road culverts on Hillside Lane and McKerrow Drive
 - Staff replaced driveway culverts on McKerrow Drive, Hillside Road, Mountain Shadows Drive and Crestwood Drive
 - Staff performed ditching work on Chestnut Hill Drive, Walnut Road, and North Hill Road
 - Staff sprayed for weeds around guardrails throughout Town
 - Staff cleaned storm sewer grates after heavy rainfalls
 - Staff maintained the Compost Site by keeping the dropped off material pushed up
 - Staff performed repairs and preventive maintenance on trucks and equipment as needed
-
- I attended the June 22nd Board Meeting.
 - I attended the monthly WCPWA meeting at the Ingleside Hotel
 - I performed the Weed Commissioner duties by checking on lots that have not been cut and getting letters sent out.
 - We had the Crack Fill and Chip Seal bid opening at the Town Hall.
 - I attended the pre-con meeting for the Kaerek development on the former Haase property at the Town Hall.
 - I participated in a conference call with WE Energies regarding the Harvest Ridge development phase 2.
 - With Covid - 19 present, we continue to take steps to stay safe within the Highway Department.
 - I spent time with staff throughout the month replacing culverts, maintaining the Compost Site, and asphalt work.

**REGARDS,
JOE DE STEFANO JR.
DPW DIRECTOR**

DRAFT
Minutes of the Town Board Meeting
Town of Lisbon, Town Hall
Monday, May 11, 2020
6:30 PM

Chairman Osterman called the Town Board meeting to order at 6:30 PM.

Roll Call: Present: Chairman Osterman, Supervisors Gamiño, Plotecher and Beal. Also present: Gina Gresch, Town Administrator. Absent: Moonen.

Comments from citizens present. None.

Consent Agenda. Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.

- March 9, 2020 Town Board meeting minutes
- April 27, 2020 Town Board meeting minutes
- Discussion and necessary action to adopt Ordinance 02-20, Ordinance Repealing & Recreating Section 25.08 Relating to Issuance of Operator's Licenses.
- Operator's License(s).

Motion by Beal to approve the Consent Agenda. Seconded by Plotecher. Motion carried, 4-0.

Approval of Bills.

Motion by Plotecher to approve the May 7, 2020 check register as presented, for \$300,442.19. Seconded by Beal. Motion carried, 4-0.

Announcements/Correspondence - Listing of upcoming meeting dates & times.

Chairman Osterman reviewed the list of upcoming Town meetings.

Department Reports - Presentation of activity statistics and recently attended meetings.

Administrator – Spectrum is upgrading the Town Hall's internet speed from 200x10 to 600x35 for NO additional monthly charge; only \$99 to change out equipment. This should help our connections to the server, WIFI and streaming Town Board and Plan Commission meetings to YouTube (when not using Zoom). Spectrum will be doing this on May 19. The April ACH AutoPay Monthly Checklist is included for your review.

Fire Department – Chairman Osterman reviewed the report which listed the Chief's and Department's first quarter activities, meetings and calls. Activities include CPR certification at Hamilton High School, sporting events, Town events, trainings, and most recently responding to COVID-19.

Parks – Supervisor Gamiño reviewed the report which listed the Department's activities which include working on the baseball infields, spreading woodchips over the hiking trails in Community

Park, aerated turf on soccer and baseball fields, cut down the prairie areas in the park, repairing plow damages in parks and parking lots. Public Works employee Mike Lund's wife's company, Cargill, donated 35 white and red oak tree seedlings to the Town and staff planted them throughout Community Park. They also removed dead trees and did regular fleet maintenance. The Easter Egg event was cancelled and all sports field reservations are on hold due to COVID-19.

Public Works – Supervisor Moonen reviewed the report which listed the Department's activities which include fleet maintenance, swept intersections, removed plows and wings and painted them. Prepped the compost site for opening, started brush pickup, built barriers for the April Election, as well as set up for and taken down of the election.

Supervisor's Reports.

None.

Unfinished Business.

New Business.

Discussion and necessary action on the request from David & Kim Meyer to void part of Invoice 2020-0019 in the amount of \$281.25.

Administrator Gresch stated David & Kim Meyer are appealing a portion of Invoice 2020-019, in the amount of \$281.25. They state this was the call to the Attorney at the Town Board meeting, which it was not. When the Treasurer creates the invoices for charges to be reimbursed, she types the exact description on the invoice, but not the date or hourly rate. In this case, the charge is for January 9, 2020, 1.25 hours at \$225 per hour for Attorney Gutenkunst's time researching this.

No action taken.

Discussion and necessary action to choose a Town of Lisbon website template.

Bridget Waldron of OneClick reviewed the updates made to the website over the last few months. We were able to create a better email / text notification system which people can sign up. Next, we modified the home page to give quick access to those people ask about the most; agendas/minutes/packets, events and announcements and a better calendar. The new home page has been up and running for about a month now and we've received really good feedback from residents about it. She also previewed the website templates for the Town Board.

Tedia hard to see when things are in the background. Prefers imagery at the top, not the background. Likes the menu on the left. Noticed on bottom site credits can that be removed? Yes. Becky likes 5. Doesn't like whole background pic covering the whole page.

Bridget said the best way to see mobile is to have the menu on the right, sidebar, which shows up at the bottom. Having on the right makes it easier to modify, but they can move it to the left as well. Menu on left or right side? Linda and Tedia like it on the left. Tedia likes 5. Joe scrolling

meeting list. Gina that will be done last, waiting on the template design first. Tedia take site credit off. Fix footer too.

Menu on left side and template 5.

Motion by Supervisor Beal to approve Template #5 with the menu on the left side for the Town of Lisbon website. Seconded by Supervisor Plotecher. Motion carried, 4-0.

Discussion and necessary action to adopt Ordinance 01-20, Ordinance Approving the Detachment of the Vodicka Property Pursuant to Agreement with the Village of Sussex.

Administrator Gresch stated the owners of this property are putting an addition on to their house which per the Border Agreement triggers a detachment. This property is in the Village Growth Area.

Motion by Osterman to adopt Ordinance 01-20, Ordinance Approving the Detachment of the Vodicka Property Pursuant to Agreement with the Village of Sussex. Seconded by Gamiño. Motion carried, 4-0.

Discussion and necessary action on the Waukesha County Release and Recreation of Restrictions for Craig Bald, N86W27840 Hawksview Court, LSBT 0170.033.

Waukesha County Community Assistance Planner Sandy Scherer stated as outlined in the Release and Recreation of Restrictions document, Mr. Bald proposes to minimally encroach on the existing Isolated Natural Resource Area (INRA) surveyed on the Twin Pine Farms subdivision plat with an in ground swimming pool project. Review of the current conditions by the Department of Parks and Land Use staff and revisions to the proposal by the property owner have resulted in the minimal encroachment and the staff is therefore recommending the Release and Recreation of Restrictions be approved which will adjust the location of the INRA so that the owner can construct his pool as proposed herein without compromising the INRA. The owner has been asked to provide construction fence at the drip lines of all of the trees for their protection during construction. The owner should consult with the Town staff regarding any required land altering permits, permits for retaining walls and the pool itself, as well as erosion control.

Motion by Beal to approve the Waukesha County Release and Recreation of Restrictions for Craig Bald, N86W27840 Hawksview Court, LSBT 0170.033. Seconded by Plotecher. Motion carried, 4-0.

Discussion and necessary action to appoint Gina Gresch as the Town Clerk, effective date to be determined by the Town Board.

Chairman Osterman stated Interim Clerk's last day is May 22. Joe said we have an option to get an interim clerk. Appoint Gina back as the clerk on May 22. Next Town Board meeting to actually discuss items with the new admin, or interim. Gina concerned with having to do budget and August election. Joe said to appoint Gina, do both and keep salary the same.

Motion by Chairman Osterman to re-appoint Gina Gresch as the Town Clerk, effective May 22, with more discussions at a future board meeting. Seconded by Supervisor Gamiño. Motion carried, 4-0.

Discussion and necessary action the recommendations from Plan Commission for the following items:

Request for David Grgich, for the property located at W274N6710 Lake Five Road, Lisbon, WI 53089, LSBT 0220.998.009, for a Conditional Use Permit for a Limited Family Business, subject to the conditions set forth by the Plan Commission.

Administrator Gresch stated this request is for a Conditional Use for a Limited Family Business to operate a driveway sealcoating, landscaping and snowplow business at his primary residence on Lake Five Road. The site is approximately 6 acres in size and is zoned A-5 Mini Farm. Limited Family Businesses are allowed in the A-5 district by Conditional Use Permit. The applicant anticipates himself, his son and one (1) other employee to be working. The driveway and landscaping operations will generally have seasonal work hours between 6am and 9pm. The snowplow operations will generally be offseason. All mechanical work will be done inside the garage.

Motion by Chairman Osterman to approve the recommendation from Plan Commission to approve the request for David Grgich, for the property located at W274N6710 Lake Five Road, Lisbon, WI 53089, LSBT 0220.998.009, for a Conditional Use Permit for a Limited Family Business, subject to the conditions set forth by the Plan Commission. Seconded by Supervisor Gamiño. Motion carried, 4-0.

Request for Carl Johnson of Stark Pavement Corporation, for the property owned by Lannon Stone Products, LSBT 0280.992 and LSBT 0280.999, for a Conditional Use Permit for a Major Grading Permit, subject to the conditions set forth by the Plan Commission.

Administrator Gresch stated this request is for Stark Pavement Corporation and they are proposing to expand their existing aggregate stockpiling area in order to improve the efficiency of the asphalt plant. They will need to grade approximately 180,000 sq. ft. of ground area, plus associated drainage improvements, in order to do so. The property is located at the County Highway K, west of the intersection with County Highway F. Plan Commission members requested a berm be installed on the west side of the parcel to cut down on any noise that may carry. The applicant stated they will do that, but they are required to come back to Plan Commission again for another Conditional Use Permit for a Major Grading Permit.

Motion by Chairman Osterman to approve the recommendation from Plan Commission to approve the Request for Carl Johnson of Stark Pavement Corporation, for the property owned by Lannon Stone Products, LSBT 0280.992 and LSBT 0280.999, for a Conditional Use Permit for a Major Grading Permit, subject to the conditions set forth by the Plan Commission. Seconded by Supervisor Beal. Motion carried, 4-0.

Request for Neumann Developments Inc. for the following items related to the proposed Hillside Ridge Subdivision, LSBT 0205.995 and 0208.987:

Preliminary Plat subject to the conditions set forth by the Plan Commission and recommendation to Waukesha County of the same.

Planner Rachel Holloway stated this request is for the Hillside Ridge Subdivision which contains 79 acres located northeast of STH 164, west of Hillside Road, and north of the residential lots and church on Howard Lane. The Plat and SDP are modified re-submittals of applications that the Town reviewed in fall of 2019; the applicant needed to start over with the project after soil conditions in the south end of the site prompted revisions to the plat layout. The changes include the removal of a cul-de-sac road in the southwest corner of the plat and the addition of a lot in the southeast corner along Hillside Road, for a total reduction in the number of lots from 54 to 48. The revised Plat consists of 48 lots and seven (7) outlots. Lots will be accessed by three new public streets – an extension of Beverly Lane, a new temporary cul-de-sac extending westward from Beverly Lane to the edge of the plat (“Highland Drive”), and a new permanent cul-de-sac extending east off of Beverly Lane (“Ridgeline Court”). The lots would be served with well and septic.

Joe yes this was reviewed thoroughly, storm water a big issues, Mitch wrote Sherry Howard and answered her questions, much discussion about the ponds. Bryan Lindgren, P&D still owns that lot so they will have access to it. P&D wants to sell the lots but it’s at a price they aren’t interested in. would be a recapture agreement rather than a special assessment. He used the wrong verbiage at the Plan Commission meeting. Feel they addressed the neighbor’s and engineer’s concerns. Late last summer, they found it was very wet and needed to reevaluate project knowing concerns were valid. They feel this is the best most efficient layout. Rachel to Neumann outlot 7 boulevard, still showing up as part of the ROW not a separate outlot. Bryan confirmed and they will correct that on the final plat.

Motion by Chairman Osterman to approve the recommendation from Plan Commission to approve the Preliminary Plat for Neumann Developments Inc, for Hillside Ridge Subdivision, LSBT 0205.995 and 0208.987, subject to the conditions set forth by the Plan Commission and recommendation to Waukesha County of the same. Seconded by Supervisor Gamiño. Motion carried, 4-0.

Resolution 10-20, Resolution to Approve the Specific Development Plan for Hillside Ridge, LLC., subject to the conditions set forth by the Plan Commission.

Planner Holloway stated this is for the Hillside Ridge Subdivision Specific Development Plan (SDP) which was reviewed under the Town’s Ordinance, Section 33 – Planned Unit Development Ordinance, as well as Ordinance 06-19 which approved the PUD overlay and the General Development Plan (GDP) for this development. The SDP complies with the conditions from Ordinance 06-19. It is consistent with the approved GDP and adds detail. At the request of the Plan Commission, the developer included an internal trail network and a planned tot lot (small park) to add neighborhood amenities in exchange for smaller

lot sizes. The paved walking trail would be located in outlots and would be privately owned and maintained, but built to Town standards. The plat shows the tot lot park located within Outlot 1.

Motion by Chairman Osterman to adopt Resolution 10-20, Resolution to Approve the Specific Development Plan Hillside Ridge Subdivision, subject to the conditions set forth by the Plan Commission. Seconded by Supervisor Gamiño. Motion carried, 4-0.

Adjournment.

Motion by Supervisor Beal to adjourn the Monday, May 11, 2020 Town Board of Supervisors meeting at 7:58 PM. Seconded by Supervisor Gamiño. Motion carried, 4-0.

Respectfully submitted,

Gina C. Gresch, MMC/WCPC
Town Administrator



**TOWN OF LISBON
MEETING MINUTES
TOWN BOARD**

*Town Chairperson: Joseph Osterman, Chair
Supervisors: Tedia Gamiño, Marc Moonen, Linda Beal, Rebecca Plotecher*

Monday, July 13, 2020

6:31 PM

Town Hall, Board Room
W234N8676 Woodside Rd.

DRAFT

1. Call to Order

Chairman Osterman called the regular Town Board meeting to order at 6:31 PM.

2. Roll Call

Board Members present: Tedia Gamiño
 Marc Moonen
 Linda Beal
 Becky Plotecher
 Joe Osterman, Town Chair

Also present: Steven Braatz, Jr., Interim Clerk-Treasurer

3. Pledge of Allegiance

The Town Board recited the Pledge of Allegiance.

4. Comments from citizens present

None.

5. Supervisor's Reports

None.

6. Minutes

A. Approval of the June 22, 2020 Town Board meeting minutes

Motion by Moonen, seconded by Beal, to approve the minutes of the June 22, 2020 Town Board meeting. Motion carried.

7. New Business

A. Vouchers Payable report for reporting dates of 6/23/2020-7/9/2020 in the amount of \$412,202.05

Motion by Plotecher, seconded by Moonen, to approve the vouchers payable report for reporting dates of 6/23/2020-7/9/2020 in the amount of \$412,202.05. Motion carried.

B. Monthly report of ACH & Autopays – June 2020

Motion by Osterman, seconded by Moonen, to place the monthly report of ACH & Autopays – June 2020 on file. Motion carried.

C. Ordinance repealing and recreating Section 2.10 of the Town of Lisbon code relating to elections

Motion by Beal, seconded by Gamiño, to adopt the ordinance repealing and recreating Section 2.10 of the Town of Lisbon code relating to elections. Motion carried.

D. Consideration of cancelling or postponing the August 10, 2020 Town Board meeting

Motion by Moonen, seconded by Beal, to cancel the August 10, 2020 Town Board meeting due to the election being the next day. Motion carried. Clerk is instructed to pay the bills as normal, forward the vouchers payable report to the Board members ahead of payment date, and place the report on the August 24, 2020 Town Board agenda for official action.

8. Plan Commission Recommendations

A. Phase 2 Final Plat for the Preserve at Harvest Ridge subdivision and recommendation to the Town Board and Waukesha County of the same

Motion by Osterman, seconded by Beal, to approve the Phase 2 Final Plat for the Preserve at Harvest Ridge subdivision subject to the conditions and recommendations set by Plan Commission at their June 11, 2020 meeting, and recommend to Waukesha County of the same. Motion carried.

B. Consideration of rescinding the November 25, 2019 action to approve Ordinance 18-19, An Ordinance Re-Adopting Ordinance 01-18 related to Planned Unit Developments as an Overlay District and recommendation to Waukesha County of the same (Note: November 25, 2019 action was: Motion by Supervisor Beal to approve Ordinance 18-19, An Ordinance Re-Adopting Ordinance 01-18 related to Planned Unit Developments as an Overlay District and recommendation to Waukesha County of the same. Seconded by Supervisor Plotecher. Motion carried, 3-0.)

Motion by Plotecher, seconded by Beal, to rescind the November 25, 2019 action approving Ordinance 18-19, An Ordinance Re-Adopting Ordinance 01-18 related to Planned Unit Developments as an Overlay District and recommendation to Waukesha County of the same. Motion carried.

C. Ordinance readopting ord. 01-18, creating Section 33 and repealing/recreating various sections of the Lisbon Zoning Code related to planned unit developments as an overlay district, in the Town of Lisbon, Waukesha County, Wisconsin

Motion by Osterman, seconded by Moonen, to adopt the ordinance readopting ord. 01-18, creating Section 33 and repealing/recreating various sections of the Lisbon Zoning Code related to planned unit developments as an overlay district, in the Town of Lisbon, Waukesha County, Wisconsin. Motion carried.

9. Boards, Committees and Commission Appointments/Elections

A. Discussion on membership of the Park Committee

Discussion regarding the Supervisor position on the Park Committee. Board agreed to take no action at this time, due to the potential incorporation leading to vast changes in Boards, Committees, and Commissions structures.

B. Re-appointments by Chairman Osterman of Bryan Oelhafen and Mark Meyer as members of the Town of Lisbon Plan Commission, their three-year terms to expire May 1, 2023

Motion by Beal, seconded by Gamiño, to approve the re-appointments by Chairman Osterman of Bryan Oelhafen and Mark Meyer as members of the Town of Lisbon Plan Commission, their three-year terms to expire May 1, 2023. Motion carried.

C. Re-appointment by Chairman Osterman of Charles Koch as a member of the Town of Lisbon Board of Appeals, his three-year term to expire June 1, 2023

Motion by Plotecher, seconded by Gamiño, to approve the re-appointment by Chairman Osterman of Charles Koch as a member of the Town of Lisbon Board of Appeals, his three-year term to expire June 1, 2023. Motion carried.

D. Re-appointments by Chairman Osterman of Ed Nelson, Tedia Gamiño, and Mark Meyer as members of the Town of Lisbon Park Committee, their three-year terms to expire July 1, 2023

Motion by Beal, seconded by Plotecher, to postpone the re-appointments by Chairman Osterman of Ed Nelson, Tedia Gamiño, and Mark Meyer as members of the Town of Lisbon Park Committee, their three-year terms to expire July 1, 2023 to the July 27, 2020 Town Board meeting. Motion carried.

E. Re-appointments by Chairman Osterman of Ed Brocker and Mark Meyer as members of the Town of Lisbon Public Safety Committee, their three-year terms to expire August 1, 2023

Motion by Plotecher, seconded by Gamiño, to approve the re-appointments by Chairman Osterman of Ed Brocker and Mark Meyer as members of the Town of Lisbon Public Safety Committee, their three-year terms to expire August 1, 2023. Motion carried.

F. Election of Town Supervisor members of the Town of Lisbon Plan Commission, their one-year term to expire April 19, 2021

Motion by Gamiño, seconded by Moonen, to nominate Rebecca Plotecher as the Town Supervisor member of the Town of Lisbon Plan Commission for the one-year term expiring April 19, 2021. Motion carried. There being no other nominations, Rebecca Plotecher was elected.

G. Election of Town Supervisor members of the Town of Lisbon Public Safety Committee, their one-year term to expire April 19, 2021

Motion by Gamiño, seconded by Beal, to nominate Rebecca Plotecher as the Town Supervisor member of the Town of Lisbon Public Safety Committee for the one-year term expiring April 19, 2021. Motion carried. There being no other nominations, Rebecca Plotecher was elected.

10. Adjournment

Motion by Gamiño, seconded by Beal, to adjourn the meeting at 7:01 p.m. Motion carried.

Respectfully Submitted,

Steven Braatz, Jr.
Interim Clerk-Treasurer



**TOWN OF LISBON
MEETING MINUTES
TOWN BOARD**

Town Chairperson: Joseph Osterman, Chair
Supervisors: Tedia Gamino, Marc Moonen, Linda Beal, Rebecca Plotecher

Saturday, July 11, 2020

1:01 PM

Town Hall, Board Room
W234N8676 Woodside Rd.

**DRAFT
Special Meeting**

1. Call to Order

Chairman Osterman called the special Town Board meeting to order at 1:01 PM.

2. Roll Call

Board Members present: Tedia Gamino
Marc Moonen
Linda Beal
Becky Plotecher
Joe Osterman, Town Chair

3. Pledge of Allegiance

The Town Board recited the Pledge of Allegiance.

4. Matters for Possible Closed Session Discussion

Motion by Gamino, seconded by Beal, to convene in closed session at 1:03 p.m. pursuant to the provisions of Wis. Stat. 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically to interview Town Administrator candidates. Motion carried upon unanimously upon roll call vote.

Discussion held in closed session.

Motion by Beal, seconded by Moonen, to adjourn closed session and reconvene into open session at 7:12 p.m. pursuant to Wis. Stats. §19.85(2) for possible additional discussion and/or action concerning any matter discussed in closed session and/or any unfinished item remaining on the agenda. Motion carried upon unanimously upon roll call vote.

5. Adjournment.

Motion by Beal, seconded by Moonen, to adjourn the meeting at 7:13 p.m. Motion carried.

Respectfully Submitted,

Steven Braatz, Jr.
Interim Clerk-Treasurer



**TOWN OF LISBON
MEETING MINUTES
TOWN BOARD**

*Town Chairperson: Joseph Osterman, Chair
Supervisors: Tedia Gamino, Marc Moonen, Linda Beal, Rebecca Plotecher*

Wednesday, July 15, 2020

6:15 PM

Town Hall, Board Room
W234N8676 Woodside Rd.

**Special Meeting
DRAFT**

1. Call to Order

Chairman Osterman called the regular Town Board meeting to order at 6:15 p.m.

2. Roll Call

Board Members present: Tedia Gamiño
Marc Moonen
Linda Beal
Becky Plotecher
Joe Osterman, Town Chair

Also present: Steven Braatz, Jr., Interim Clerk-Treasurer

3. Pledge of Allegiance

The Town Board recited the Pledge of Allegiance.

4. New Business

Motion by Moonen, seconded by Gamiño, to adopt the resolution relative to approval of the employment agreement for the position of Town Administrator of the Town of Lisbon with Kathy Nickolaus. Motion carried.

5. Adjournment.

Motion by Gamiño, seconded by Beal, to adjourn the meeting at 6:20 p.m. Motion carried.

Respectfully Submitted,

Steven Braatz, Jr.
Interim Clerk-Treasurer

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
AARONIN STEEL SALES INC						
3	AARONIN STEEL SALES INC	64020	2 STEEL PIPES MOWER REPAIR	07/14/2020	204.00	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total AARONIN STEEL SALES INC:					204.00	
AUTOMOTIVE & TRUCK SERVICE, INC						
2741	AUTOMOTIVE & TRUCK SERVIC	9846	BRAKES 2691	06/30/2020	4,711.30	10-522-530-5500 VEHICLE MAINTENACE - FD
Total AUTOMOTIVE & TRUCK SERVICE, INC:					4,711.30	
BADGER TRUCK CENTER						
72	BADGER TRUCK CENTER	972538	BRAKE INSPECTION	06/12/2020	96.25	10-522-530-5500 VEHICLE MAINTENACE - FD
Total BADGER TRUCK CENTER:					96.25	
BATZNER PEST CONTROL						
2580	BATZNER PEST CONTROL	2946371	BUG SPRAYING - TOWN HALL - MONT	07/16/2020	40.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
2580	BATZNER PEST CONTROL	2946372	BUG SPRAYING - TOWN HALL - YRLY	07/16/2020	95.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total BATZNER PEST CONTROL:					135.00	
BAUMHARDT SAND & GRAVEL INC						
90	BAUMHARDT SAND & GRAVEL I	54194	LYNNDALE FARMS EAST CULVERT P	07/21/2020	1,650.00	90-533-530-6600 CULVERT MATERIALS - SW
Total BAUMHARDT SAND & GRAVEL INC:					1,650.00	
BEAR GRAPHICS INC.						
95	BEAR GRAPHICS INC.	0851017	AB ENVELOPES OUTSIDE	06/30/2020	646.04	10-513-530-3100 SUPPLIES - ELECTION
95	BEAR GRAPHICS INC.	0851076	AP CHECKS	06/30/2020	386.08	10-516-530-3100 OFFICE SUPPLIES - TOWN HALL
Total BEAR GRAPHICS INC.:					1,032.12	
BEELEER CONSTRUCTION						
2086	BEELEER CONSTRUCTION	C696-19	BOND REFUND - ALEX RENTALS	07/21/2020	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total BEELEER CONSTRUCTION:					2,500.00	
BOUND TREE MEDICAL LLC						
130	BOUND TREE MEDICAL LLC	83677480	MEDICAL SUPPLIES MISC	06/29/2020	1,241.65	10-523-530-3860 MEDICAL SUPPLIES - AMBO

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total BOUND TREE MEDICAL LLC:					1,241.65	
BROOKS TRACTOR INC						
2598	BROOKS TRACTOR INC	M46018	LED STROBE MOUNT JD	07/21/2020	6.48	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total BROOKS TRACTOR INC:					6.48	
BUELOW VETTER BUIKEMA OLSON &						
145	BUELOW VETTER BUIKEMA OL	130	GENERAL LABOR	07/08/2020	88.50	10-518-530-4130 LABOR ATTY - ALL BUT FD
Total BUELOW VETTER BUIKEMA OLSON &:					88.50	
CANON FINANCIAL SERVICES INC						
157	CANON FINANCIAL SERVICES I	21687395	TOWN HALL COPIER CONTRACT	07/13/2020	374.29	10-518-530-4000 EQUIPMENT LEASES - GEN GOV'T
Total CANON FINANCIAL SERVICES INC:					374.29	
CRAMER MULTHAUF & HAMMES LLP						
212	CRAMER MULTHAUF & HAMME	#2 - JUNE2020	PRESERVE AT HARVEST RIDGE ATTY	06/30/2020	546.25	10-563-530-4110 ATTORNEY - PC - NON-REIMB
212	CRAMER MULTHAUF & HAMME	#2 - JUNE2020	REIMB PRSV HARVEST RIDGE	06/30/2020	188.50	10-563-530-4120 ATTORNEY - PC - REIMB
212	CRAMER MULTHAUF & HAMME	1 - JUNE 2020	REG TOWN LEGAL ORDINANCES	06/30/2020	112.50	10-518-530-4110 LEGAL FEES - GEN GOV'T
212	CRAMER MULTHAUF & HAMME	10 - JUNE 202	REG TOWN LEGAL BATZLER	06/30/2020	58.00	10-518-530-4110 LEGAL FEES - GEN GOV'T
212	CRAMER MULTHAUF & HAMME	18	TID #1 LEGAL	06/30/2020	978.75	65-561-530-2100 TID #1 - ATTORNEY
212	CRAMER MULTHAUF & HAMME	2 - JUNE 2020	REIMB HILLSIDE RIDGE	06/30/2020	217.50	10-563-530-4120 ATTORNEY - PC - REIMB
212	CRAMER MULTHAUF & HAMME	248	NON REIMB PC MISC	06/30/2020	123.75	10-563-530-4110 ATTORNEY - PC - NON-REIMB
212	CRAMER MULTHAUF & HAMME	330	BORDER AGRMT/INCORPORATION W	06/30/2020	416.25	10-511-530-8000 INCORPORATION EFFORTS
212	CRAMER MULTHAUF & HAMME	330	REG TOWN LEGAL	06/30/2020	2,517.75	10-518-530-4110 LEGAL FEES - GEN GOV'T
212	CRAMER MULTHAUF & HAMME	330	NON REIMB PC MISC	06/30/2020	527.50	10-563-530-4110 ATTORNEY - PC - NON-REIMB
212	CRAMER MULTHAUF & HAMME	330	REIMB HAASS FARMS	06/30/2020	72.50	10-563-530-4120 ATTORNEY - PC - REIMB
212	CRAMER MULTHAUF & HAMME	330	SUSSEX LITIGATION	06/30/2020	223.75	10-518-530-4110 LEGAL FEES - GEN GOV'T
212	CRAMER MULTHAUF & HAMME	INV #2	BORDER AGRMT/INCORPORATION W	06/30/2020	14,377.50	10-511-530-8000 INCORPORATION EFFORTS
Total CRAMER MULTHAUF & HAMMES LLP:					20,360.50	
DEMLANG BUILDERS						
911	DEMLANG BUILDERS	S733-19-32	BOND REFUND - BARRIENO LOT#119	07/21/2020	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total DEMLANG BUILDERS:					2,500.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ESPIRE HOMES, INC.						
2623	ESPIRE HOMES, INC.	S62-20-05	BOND REFUND - LOT#15	07/21/2020	2,350.00	10-200-230-1000 SPECIAL DEPOSITS
Total ESPIRE HOMES, INC.:					2,350.00	
FALLS AUTO PARTS & SUPPLIES						
307	FALLS AUTO PARTS & SUPPLIE	601229	BATT CABLE 2681	06/11/2020	10.26	10-522-530-5500 VEHICLE MAINTENACE - FD
307	FALLS AUTO PARTS & SUPPLIE	602480	BATTERY 2651	07/07/2020	397.98	10-523-530-5500 MAINTENANCE - AMBO
307	FALLS AUTO PARTS & SUPPLIE	602480	FUEL FILTER 2661	07/07/2020	50.86	10-522-530-5500 VEHICLE MAINTENACE - FD
307	FALLS AUTO PARTS & SUPPLIE	602638	LIGHT SEALED BEANS 2671	07/10/2020	12.06	10-522-530-5500 VEHICLE MAINTENACE - FD
Total FALLS AUTO PARTS & SUPPLIES:					471.16	
GORDIE BOUCHER MENOMONEE FALLS						
128	GORDIE BOUCHER MENOMON	474323	WATER PUMP 2651	06/22/2020	658.18	10-523-530-5500 MAINTENANCE - AMBO
Total GORDIE BOUCHER MENOMONEE FALLS:					658.18	
HAMILTON SCHOOL DISTRICT						
413	HAMILTON SCHOOL DISTRICT	JUNE 2020	JUNE MOBILE HOME PARKING FEES	06/30/2020	4,289.35	10-200-250-4620 MOBILE HOME DUE TO HAMILTON
Total HAMILTON SCHOOL DISTRICT:					4,289.35	
INSIGHT FS						
346	INSIGHT FS	57019697	WEED KILLER CONCENTRATE	07/17/2020	142.63	10-533-530-3100 SUPPLIES - HIGHWAY
Total INSIGHT FS:					142.63	
ITU ABSORB TECH INC.						
469	ITU ABSORB TECH INC.	7512647	MATS & RUGS TOWN HALL	07/20/2020	73.62	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total ITU ABSORB TECH INC.:					73.62	
JANE STADLER						
863	JANE STADLER	JULY 2020	JULY PC MTG PAY 7-9-20	07/10/2020	25.00	10-563-510-1100 SALARIES - PC
Total JANE STADLER:					25.00	
JOHN GREITEN						
400	JOHN GREITEN	PARK REIMB	PARK CANCEL REIMB	07/15/2020	75.00	10-460-467-2001 PARK SHELTER RENTALS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total JOHN GREITEN:					75.00	
JOHN NOVAK						
2736	JOHN NOVAK	REIMB	PARK CANCEL REIMB	07/15/2020	75.00	10-460-467-2001 PARK SHELTER RENTALS
Total JOHN NOVAK:					75.00	
JOURNAL SENTINEL INC.						
541	JOURNAL SENTINEL INC.	3395875	LEGAL NOTICES	06/30/2020	63.40	10-518-530-3600 LEGAL NOTICES PUBLICATIONS
Total JOURNAL SENTINEL INC.:					63.40	
JX ENTERPRISES INC.						
499	JX ENTERPRISES INC.	12114237P	POWER STEER COOLER TRK#4	07/13/2020	375.59	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total JX ENTERPRISES INC.:					375.59	
KERSHEK LAW OFFICES						
509	KERSHEK LAW OFFICES	07/20 18729	Prosecutorial Services	07/09/2020	750.00	10-518-530-4120 LEGAL FEES - MUNICIPAL COURT
Total KERSHEK LAW OFFICES:					750.00	
LANGE ENTERPRISES INC.						
552	LANGE ENTERPRISES INC.	73052	DELINEATORS FOR RDSIDE PROJEC	07/14/2020	755.00	10-533-530-3540 SIGNS - HIGHWAY
Total LANGE ENTERPRISES INC.:					755.00	
LISBON SANITARY DISTRICT #1						
575	LISBON SANITARY DISTRICT #1	MAY 2020	SEWER FLOW FROM SUSSEX	07/13/2020	52.22	10-522-530-7250 SEWER FLOW SUSSEX - FD
Total LISBON SANITARY DISTRICT #1:					52.22	
MENARDS -- PEWAUKEE						
607	MENARDS -- PEWAUKEE	67426	DUMP TRK OIL	07/15/2020	121.32	10-552-530-5500 VEHICLE MAINTENANCE - PARKS
607	MENARDS -- PEWAUKEE	67888	WASP SPRAY & SUPPLIES	07/22/2020	32.72	10-552-530-3140 GENERAL OPERATING SUP - PARKS
Total MENARDS -- PEWAUKEE:					154.04	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
MILLER MARRIOTT CONSTRUCTION CO						
2624	MILLER MARRIOTT CONSTRUC	S497-19-20	BOND REFUND - WEIS LOT#20	07/21/2020	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
2624	MILLER MARRIOTT CONSTRUC	S697-19-31	BOND REFUND - OSMAN/BUELOW LO	07/21/2020	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total MILLER MARRIOTT CONSTRUCTION CO:					5,000.00	
MILLER-BRADFORD & RISBERG INC						
628	MILLER-BRADFORD & RISBER	P22561	HYDRAULIC FLUID - CASE WHEEL LO	07/15/2020	95.20	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total MILLER-BRADFORD & RISBERG INC:					95.20	
MJ AUTO ELECTRIC						
2506	MJ AUTO ELECTRIC	88684	REBUILT DUMP BOX VIBRATOR	07/21/2020	85.00	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total MJ AUTO ELECTRIC:					85.00	
MOTION AND CONTROL ENTERPRISES LLC						
787	MOTION AND CONTROL ENTER	Y83866-002	HYDRAULIC FITTINGS FOR STOCK	07/13/2020	44.74	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
787	MOTION AND CONTROL ENTER	Y90329-001	FITTING CASE LOADER	07/15/2020	18.83	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
787	MOTION AND CONTROL ENTER	Y90661-001	COPPER LINE/FITTINGS FOR PAVER	07/16/2020	10.37	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
787	MOTION AND CONTROL ENTER	Y91047-001	HYDRAULIC FITTINGS FOR STOCK	07/20/2020	18.83	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
787	MOTION AND CONTROL ENTER	Y91657-001	AIR FITTINGS TRK#16	07/20/2020	6.11	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total MOTION AND CONTROL ENTERPRISES LLC:					98.88	
OSI ENVIRONMENTAL INC.						
699	OSI ENVIRONMENTAL INC.	1050532	DRAIN OIL FEE	06/30/2020	75.00	10-546-530-7870 RECYCLING - OIL/ANTFZ/FILTERS
699	OSI ENVIRONMENTAL INC.	1050642	DRAIN OIL FEE	06/30/2020	75.00	10-546-530-7870 RECYCLING - OIL/ANTFZ/FILTERS
Total OSI ENVIRONMENTAL INC.:					150.00	
PAYNE & DOLAN INC.						
709	PAYNE & DOLAN INC.	1689640	ASPHALT CULVERT REPAIR HILLSIDE	07/16/2020	249.27	90-533-530-6700 ASPHALT / CONCRETE - SW
Total PAYNE & DOLAN INC.:					249.27	
PREMIER BLDG INSPECTIONS LLC						
745	PREMIER BLDG INSPECTIONS	JULY 2020	JULY CONTRACT BLDG INSPECT	07/31/2020	14,290.68	10-524-530-4400 CONTRACTED SVCS - BLDG INSP
745	PREMIER BLDG INSPECTIONS	JULY 2020	MEETING/ENFORCEMENT	07/31/2020	232.00	10-524-530-4500 MTGS & ENFORCEMENT - BLDG INSP
745	PREMIER BLDG INSPECTIONS	JULY 2020	REINSPECTION FEES	07/31/2020	270.00	10-200-230-1000 SPECIAL DEPOSITS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total PREMIER BLDG INSPECTIONS LLC:					14,792.68	
PUBLIC ADMINISTRATION ASSOC., LLC						
2737	PUBLIC ADMINISTRATION ASS	C-43-20	PROF FEES & EXPENSES - MIDPOINT	06/17/2020	5,086.25	10-512-510-1100 SALARY - ADMINISTRATOR
2737	PUBLIC ADMINISTRATION ASS	C-48-20	PROF FEES & EXPENSES - ADMIN HI	07/16/2020	4,456.45	10-512-510-1100 SALARY - ADMINISTRATOR
Total PUBLIC ADMINISTRATION ASSOC., LLC:					9,542.70	
REINDERS INC.						
775	REINDERS INC.	7503305-00	MOWER PARTS	07/09/2020	17.54	10-552-530-5410 EQUIP MAINTENANCE - PARKS
Total REINDERS INC.:					17.54	
RELIANT FIRE APPARATUS INC.						
776	RELIANT FIRE APPARATUS INC.	CI001755	INCLINOMETER	05/21/2020	316.47	10-522-530-5500 VEHICLE MAINTENACE - FD
Total RELIANT FIRE APPARATUS INC.:					316.47	
STANLEY WALTER SEPTIC TANK CLEANING LLC						
2735	STANLEY WALTER SEPTIC TAN	#5-	PIT RESTRM CLEAN COMM PARK	06/30/2020	350.00	10-552-530-4400 CONTRACTED SVCS - PARKS
Total STANLEY WALTER SEPTIC TANK CLEANING LLC:					350.00	
STARK ASPHALT						
866	STARK ASPHALT	50049656	ASPHALT CULVERT REPAIR MCKERR	07/15/2020	745.88	90-533-530-6700 ASPHALT / CONCRETE - SW
Total STARK ASPHALT:					745.88	
STEVEN A. BRAATZ, JR.						
2734	STEVEN A. BRAATZ, JR.	TOL2020-002	INTERIM CLERK TREAS CONTRACT	07/20/2020	3,180.00	10-519-520-1100 SALARIES - CLERK & RECEPTION
Total STEVEN A. BRAATZ, JR.:					3,180.00	
SUPPLY ZONE						
889	SUPPLY ZONE	1605	HAND SANITIZER & TOWELS	05/27/2020	259.78	10-522-530-3100 SUPPLIES - FD
Total SUPPLY ZONE:					259.78	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
SUSSEX ACE HARDWARE						
7	SUSSEX ACE HARDWARE	192937	AIR FILTERS FOR FURNACES	07/03/2020	4.49	10-522-530-5200 BLDG MAINTENANCE - FD
7	SUSSEX ACE HARDWARE	193035	KEY HHS ALARM PANELS	07/10/2020	5.37	10-522-530-3140 INSPECTION & PUBLIC ED - FD
Total SUSSEX ACE HARDWARE:					9.86	
SUSSEX AREA CHAMBER OF						
890	SUSSEX AREA CHAMBER OF	1103	2020 MEMBERSHIP	12/26/2019	120.00	10-518-530-4100 DUES/FEES/SUBS - GEN GOV'T
Total SUSSEX AREA CHAMBER OF:					120.00	
SW BUILDING LLC						
2738	SW BUILDING LLC	C420-17	BOND REFUND - STORAGE WERKS L	07/21/2020	2,940.00	10-200-230-1000 SPECIAL DEPOSITS
Total SW BUILDING LLC:					2,940.00	
ULTIMATE CONSTRUCTION INC						
2739	ULTIMATE CONSTRUCTION INC	S611-19-27	BOND REFUND - BORTZ LOT#3	07/21/2020	2,440.00	10-200-230-1000 SPECIAL DEPOSITS
Total ULTIMATE CONSTRUCTION INC:					2,440.00	
UNIFIRST CORPORATION						
2349	UNIFIRST CORPORATION	096 1137696	DPW UNIFORMS & MATS	07/13/2020	84.12	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
2349	UNIFIRST CORPORATION	096 1138744	DPW UNIFORMS & MATS	07/20/2020	84.12	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
Total UNIFIRST CORPORATION:					168.24	
VILLAGE OF SUSSEX						
2376	VILLAGE OF SUSSEX	5328	MONTHLY TICKET PROCESSING	07/07/2020	327.20	10-521-530-4410 TICKET PROCESSING - SUSSEX
Total VILLAGE OF SUSSEX:					327.20	
WAUKESHA COUNTY TREASURER						
2390	WAUKESHA COUNTY TREASUR	2020-0000007	Q2 POLICE OT HRS 2020	07/14/2020	3,112.20	10-521-530-4405 OVERTIME - WCSD
2390	WAUKESHA COUNTY TREASUR	2020-0000007	AUG 2020 POLICE SERVICES	07/14/2020	60,921.80	10-521-530-4400 CONTRACTED SERVICES - WCSD
Total WAUKESHA COUNTY TREASURER:					64,034.00	
Grand Totals:					150,132.98	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
--------	-------------	----------------	-------------	--------------	-----------------------	----------------------

Dated: _____

TOP 5 EXPENDITURES

Chairman: _____

- \$ 64,034.00 WAUKESHA COUNTY TREASURER: Aug 2020 Police Services
- \$ 20,360.50 CRAMER MULTHAUF & HAMMES LLP: Incorporation & General Legal
- \$ 14,792.68 PREMIER BLDG INSPECTIONS: JULY Contract Building Inspections
- \$ 9,542.70 PUBLIC ADMINISTRATION ASSOC: Prof Services, Admin Hire
- \$ 4,711.30 AUTOMOTIVE & TRUCK SERVICE: Brakes, Fire 2691

Board Member #1: _____

Board Member #2: _____

Board Member #3: _____

Board Member #4: _____

Report Criteria:
 Detail report.
 Invoices with totals above \$0.00 included.
 Only unpaid invoices included.



July 21, 2020

Sent: Via Email

Mr. Steven Braatz, Jr.
Town of Lisbon Interim Clerk/Treasurer
W234N8676 Woodside Road
Lisbon, WI 53089-1545

**Re: The Preserve at Harvest Ridge Development – Phase 1
Letter of Credit 97 – Reduction Request No. 2**

Dear Mr. Braatz.

The construction of the Preserve at Harvest Ridge – Phase 1 development has proceeded along well. Recently the final lift of asphalt and gravel shoulder was completed bringing the Phase 1 development to an end. In the coming week(s), Joe DeStefano and I will complete a final walk through to make sure there are no outstanding items to complete. Our office is in receipt of a request from Neumann Developments, Inc., to reduce the Letter of Credit 97 in the amount of \$408,880.34. In accordance with the development agreement, the Town is in position to reduce the letter of credit computed as follows:

Letter of Credit Reduction

- Total Letter of Credit (Includes 20% Financial Guarantee) = 1,143,472.01
- Amount of previous reductions = \$544,013.00
- Total amount of construction completed = \$952,893.34
- Amount Approved this request = \$408,880.34
- Balance of Letter of Credit = \$190,578.67

Steven, the remaining LOC is the 20% financial guarantee, as outlined within the developer's agreement. The balance of the letter of credit will be eliminated once the construction of subdivision improvements has been completed and accepted by the Town, all lien waivers have been received for contractors, subcontractors and suppliers, and finally all Town invoices for administrative and inspection fees have been paid.

Should either you or the Town Board have any further questions please contact me.

Sincerely,

KUNKEL ENGINEERING GROUP

Mitchell Leisses, Office/Project Manager

Enclosures

107 PARALLEL STREET
BEAVER DAM, WI 53916

1115 S MAIN STREET
WEST BEND, WI 53095

920-356-9447
FAX 920-356-9454
KUNKELENGINEERING.COM



Jul 21, 2020

Sent: Via Email

Mr. Steven Braatz, Jr.
Town of Lisbon Interim Clerk/Treasurer
W234N8676 Woodside Road
Lisbon, WI 53089-1545

**Re: The Preserve at Harvest Ridge Development – Phase 2
Letter of Credit – Reduction Request No. 1**

Dear Mr. Braatz:

Construction of the Preserve at Harvest Ridge – Phase 2 development is proceeding and is anticipated to be completed by the fall of 2020. All grading, storm sewer, placement of base course, and asphalt lower layer has been completed, to date. Our office is in receipt of a request from Neumann Developments, Inc., to reduce the Letter of Credit in the amount of \$191,588.00. In accordance with the development agreement, the Town is in position to reduce the letter of credit, computed as follows:

Letter of Credit Reduction

- Total Letter of Credit (Includes 20% Financial Guarantee) = \$300,198.00
- Amount of previous reductions = \$0.00
- Total amount of construction completed = \$191,588.00
- Amount Approved this request = \$191,588.00
- Balance of Letter of Credit = \$108,610.00

Per Section X of the Developer's Agreement, the letter of credit will be reduced from time to time providing that the remaining letter of credit is sufficient to secure payment for the remaining improvements. At this time, I feel the balance of the letter of credit is enough to cover the remainder of the work required.

Steven, the remaining construction dollars are subject to the 20% financial guarantee, as outlined within the developer's agreement. The balance of the letter of credit will be eliminated once the construction of subdivision improvements has been completed and accepted by the Town, all lien waivers have been received for contractors, subcontractors and suppliers, and finally all Town invoices for administrative and inspection fees have been paid.

Should either you or the Town Board have any further questions please contact me.

Sincerely,

KUNKEL ENGINEERING GROUP

Mitchell Leisses, Office/Project Manager

Enclosures

THE PRESERVE AT HARVEST RIDGE CASH PAYMENT & LETTER OF CREDIT TRACKING SHEET

SUBDIVISION NAME The Preserve at Harvest Ridge - Phase 2

DEVELOPER NAME Neumann Developments, Inc.

FINAL PLAT APPROVED TBD

LOC Reduction No 1
21-Jul-20

Original LOC

LETTER OF CREDIT COSTS		
Grading, Aggregate Base and Storm Sewer	\$90,908.00	\$0.00
Hot Mix Asphalt, Lower Layer	\$42,785.00	\$0.00
Hot Mix Asphalt, Surface Layer	\$27,064.00	\$27,064.00
Hot Mix Asphalt Pathways	\$32,895.00	\$0.00
Shouldering with Aggregate Base	\$5,895.00	\$5,895.00
Restoration and Erosion Control	\$50,618.00	\$25,618.00
SUB-TOTAL LOC FOR ROAD CONSTRUCTION OWED	\$250,165.00	\$58,577.00
120% Contingency	120%	\$50,033.00
TOTAL LOC FOR ROAD CONSTRUCTION OWED	\$300,198.00	\$108,610.00



July 14, 2020

Mitch Leisses
107 Parallel Street
Beaver Dam, WI 53916

Town of Lisbon
W234N8676 Woodside Road
Lisbon, WI 53089-1545

Mitch,
Attached is a request for reduction #1 in the Letter of Credit posted for The Preserve at Harvest Ridge addition #1, Town of Lisbon. The current balance is \$300,198. We are requesting a reduction in the amount of \$191,588 leaving a balance of \$108,610. This amount represents all work completed on site to date.

Thank you,

Eric Obarski
The Preserve at Harvest Ridge LLC.



REQUEST FOR CONSIDERATION

Committee/Board	Town Board
Topic:	Ordinance to repeal and recreate Section 2.02 of the Town of Lisbon code relating to attending meetings through videoconferencing or teleconferencing
From:	Steven Braatz, Jr.
Department:	Interim Clerk-Treasurer
Presenter:	Steven Braatz, Jr.
Date of Committee Action (if required):	n/a
Date of Town Board Action:	7-27-20

INFORMATION

Background/Rationale

With the COVID-19 pandemic not going away, the Town of Lisbon needs to be prepared to operate with limited interruptions. Many municipalities have been conducting meetings over platforms like Zoom since March.

Key Issues for Consideration

The improvement of technology allows officials and public to appear via telephone or video conferencing and participate in the same or similar manner as if they were physically present. It may be advantageous and safe under appropriate circumstances for officials from the Town Board, as well as any board, committee, or commission to appear for a meeting through the use of technology instead of appearing in person.

The Town has attempted virtual meetings with limited success in the past. However, with many other municipalities doing them, and either still doing them or going back to them, staff can learn from their successes and produce virtual meetings here.

In order to allow members of a governing body to participate virtually or even via teleconference, an ordinance would need to be adopted.

Fiscal Impact (if any)

n/a

Requested Action

Approve Ordinance to repeal and recreate Section 2.02 of the Town of Lisbon code relating to attending meetings through videoconferencing or teleconferencing

Attachments

- Ordinance to repeal and recreate Section 2.02 of the Town of Lisbon code relating to attending meetings through videoconferencing or teleconferencing

Ord. 06-20

**ORDINANCE TO REPEAL AND RECREATE SECTION 2.02 OF THE TOWN OF LISBON
CODE RELATING TO ATTENDING MEETINGS THROUGH VIDEOCONFERENCING OR
TELECONFERENCING**

WHEREAS, The improvement of technology allows officials and public to appear via telephone or video conferencing and participate in the same or similar manner as if they were physically present; and

WHEREAS, It may be advantageous under appropriate circumstances for officials from the Town Board, as well as any board, committee, or commission to appear for a meeting through the use of technology instead of appearing in person.

NOW THEREFORE, BE IT RESOLVED, The Town Board of the Town of Lisbon, Waukesha County, Wisconsin, does ordain as follows:

SECTION 1: Section 2.02 of the Town of Lisbon Code is hereby repealed and recreated as follows:

2.06 TOWN BOARD MEETING

- (a) **Regular Meetings.** Regular meetings of the Town Board shall be held on the second and fourth Monday of each month at 6:30 p.m. at the Town Hall, until changed by the Town Board.
- (b) **Special Meetings.** Special meetings of the Town Board may be held at any time upon call of the Chairperson or any two members of the Town Board. Each member of the Town Board shall be given at least three (3) days notice of any special meeting by the Town Clerk, except that no notice thereof shall be required when all members of the Town Board are present at the meeting.
- (c) **Appearing Remotely.** With the consent of the presiding officer of any governmental body subject to open meetings laws, an official may attend a meeting of that governmental body using telephonic or video conferencing. The type of technology used shall display or project the official's voice and image, if any, so any person who wishes to observe the proceedings is reasonably able to do so. The official appearing under this provision may participate to the same extent as though the official was appearing in person.

SECTION 2: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect upon passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 27th day of July, 2020.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: _____
JOSEPH OSTERMAN, Chairman

ATTEST:

BY: _____
STEVEN A. BRAATZ, JR.
Interim Town Clerk-Treasurer





July 23, 2020

Chairperson Osterman and Town Board Members
Town of Lisbon
N23N8676 Woodside Road
Lisbon, WI 53089

RE: Hillside Ridge Subdivision Final Plat Review

Dear Town Board Members:

The above-referenced plat was received in our office for review on behalf of the Town of Lisbon. Hillside Ridge LLC (Neumann Companies, Inc.) has submitted a Final Plat for Phase 1 of the Hillside Ridge subdivision located at W250N7551 Hillside Road (Tax Keys LSBT0208987 and LSBT0205995). We have reviewed the following application materials:

- Final Plat (received July 8, 2020)
- Landscape Plan (received June 10, 2020)
- Declaration of Restrictive Covenants (received March 25, 2020)

Note that the engineering plans, stormwater management plans, and geotechnical report were also received and reviewed by staff between March and May.

Summary

The project was established as a 79-acre Planned Unit Development with a General Development Plan (GDP) approved in May of 2019. The Preliminary Plat and Specific Development Plan (SDP) were approved by the Town in May of 2020. Waukesha County conditionally approved the Preliminary Plat on June 30, 2020. The Town Plan Commission recommended approval of the Final Plat on July 9th.

The Final Plat comprises 36 lots and five (5) outlots. The lots would be serviced by well and septic systems, and range from 30,000 to 40,206 square feet. The outlots will provide common open space, including trails, a tot lot playground area, and stormwater management areas. The plat also dedicates the western 33 feet of Hillside Road to the public for roadway purposes.

The first phase of construction will comprise lots 1-36 as well as Outlots 1, 3, 4 and 5. The Phase 1 construction plans and Stormwater Management Plan were submitted in May and approved by the Town Engineer and Waukesha County (the County stormwater permit was issued May 20, 2020). The letter of credit for Phase 1 has been received. The Development Agreement for Phase 1 was approved by the Plan Commission and Town Board in June, subject to final review by the Town Attorney. It is being finalized this week for execution.

The plat is subject to extraterritorial review by the Village of Sussex, and is scheduled for August meetings at the Village. Typically it would also be subject to Joint Plan Committee (JPC) review under the boundary agreement with Sussex; however JPC meetings have not been scheduled in recent months in light of ongoing boundary agreement negotiations.

Background Information

Property owner: Hillside Ridge LLC

Location: northeast of STH 164, west of Hillside Rd, north of the residences and church on Howard Lan

Tax Keys: LSBT0208987 and LSBT0205995

Adjacent land uses and zoning:

- North: Rural single-family residential lots, Hamilton School District property (zoned A-10 Agricultural and A-5 Mini Farm)
- South: Residential lots, Sussex Fellowship Church, Menomonee Falls Saddle Club (R-2, A-3, A-10, P-1)
- East: Residential subdivisions (Polo Fields, Hidden Oaks, zoned R-1)
- West: Agricultural, rural residence (zoned A-10, C-1)



Existing Zoning: R-1 Suburban Single Family Residential with a PUD overlay (GDP & SDP approved in May 2020). A small area zoned A-10 Agricultural and C-1 Conservancy/Wetland in southwest corner.

Future Land Use: "Low Density Residential", "Medium Density Residential, and "Other Open Lands to be Preserved" (see inset image)

Consistency with Comprehensive Plan

The proposed development is consistent with the Comprehensive Plan. Most of the area is planned for low-to medium-density residential. The proposed plat provides 1.64 acres per dwelling unit, which is below the maximum density that the plan allows. Areas mapped as "Other Open Lands to be Preserved" reflect soil conditions; specific site investigations have resulted in areas that will remain as open space. No commercial use is proposed, though a small area appears in the "commercial" category on the Comprehensive Land Use Plan map.

The subdivision is consistent with all provisions of the Town of Lisbon Parks and Open Space Plan and falls within the service area for Fred Keller Field and Lisbon Community Park.

Consistency with Zoning

The site is zoned R-1 Suburban Single-Family with a PUD Overlay. The PUD approved in May 2019 established a minimum lot size of 30,000 square feet, minimum average lot widths of 110 feet, a minimum of 40% open space, minimum building setbacks of 35 feet and 20 feet offsets. The Plat is consistent with the approved GDP.

Consistency with Intergovernmental Agreements

The Lisbon-Sussex Border Agreement identifies this area as an area that may receive Sussex utilities. The Agreement anticipated the future use of the site as primarily single-family, at 1 acre per unit density, with some of the site as condominiums at 0.7 acres per unit. The plat is below these density thresholds.

Plat Review Comments

The plat layout complies with all of the requirements in the Chapter 12 subdivision code and Chapter 11 zoning code, as modified by the approved GDP or by previous plat waivers. All lots show front setbacks of 35' and side and rear offsets of 20 feet. Per the GDP, the Plat lots are a minimum of 30,000 square feet, have a minimum average width of 110 feet, and have front setbacks of 35' and side and rear offsets of 20'.

The final plat layout also substantially conforms to the approved Preliminary Plat, including waivers previously granted. Waivers were approved to the Chapter 12 requirements for boulevard island width (approved at 17 feet wide), and trail widths (approved at 8 feet wide on a 10 foot wide base), side lot line angles, minimum road tangent lengths, and maximum cul-de-sac lengths.

The revised plat was submitted on July 9, prior to the Plan Commission meeting. Because of this there are a few edits needed in order to address Plan Commission conditions prior to recording.

1. Road names must be reviewed and approved by the Town and Waukesha County.
2. The Plan Commission confirmed approval for a waiver to the minimum dimensions for the temporary cul-de-sac at Highland Drive. The Town Board should confirm if it also approves this waiver, for the record. (Sec. 7.03 requires a minimum diameter of 120 feet for cul-de-sac ROW and 90 feet for pavement, or alternately a "T" turnaround on temporary dead ends.)
3. Based on the master grading plan and curved street, the Plan Commission recommended that Lots 13 and 24 be access-restricted along Beverly Lane. The Applicant agreed to this; the plat will need to have this added prior to execution and recording.
4. A boulevard island is provided for in the construction plans to meet the requirements in Sec.7.03(j). The landscaping must be approved by the Plan Commission. A Landscaping Plan was provided for Town review and approval, showing plantings along Hillside Road, the entrance boulevard island, and other outlots. The landscaping shall be installed per the approved Landscaping Plan, with installation to be field verified by the Town Engineer.
5. Proposed trails will have an 8' wide asphalt pavement on a 10' wide base, and will be privately owned and maintained. At the July meeting, the Plan Commission confirmed they would not require public access easements for the trails. Based on this, note #6 on the plat may be removed or modified to remove reference to a separate public access easement.
6. Utility easements shall be designated on the plat, or created by separate easement. If created by a separate document, a copy of the recorded document shall be provided to the Town upon recording, per the Development Agreement.
7. Address any comments from the Town Engineer, if any, on items including stormwater easements or details noted on the plat.
8. On the Town approval certificates, please amend to list Steven Braatz Jr. as Interim Clerk-Treasurer.
9. (Informational only) Sec. 7.03(j) requires monument/ground signage in the boulevard island as long as it meets Town ordinances and does not interfere with vision triangles on the plat. The applicant intends to submit signage plans at a later date. Any new proposed subdivision signage shall require a sign permit application submitted to the Town Plan Commission for review and approval.

Recommendation – Final Plat

If the Town Board would require additional information they have the ability to request it; however the Board is obligated by ordinance to approve, conditionally approve, or reject the plat within 60 days of the submittal or an agreed-upon deadline extension from the applicant. If the Board is comfortable with the plat, they may conditionally approve it subject to the comments above and the following standard conditions of approval:

1. Subject to the Developer satisfying all comments, conditions and concerns of the Town Planner (as noted above) and the Town Engineer, which includes compliance with the Town's adopted Land Division Review Checklist and Subdivision Control Ordinance; and all reviewing, objecting and approving bodies, which may include but not be limited to the State of Wisconsin Department of

Commerce per Chapter 236, Wisconsin Statutes and Chapter COMM 85, Wisconsin Administrative Code; State of Wisconsin Department of Administration per Chapter 236, Wisconsin Statutes; the Waukesha County Department of Parks and Land Use (including the Planning and Zoning Division, Parks System Division, Land Resources Division, and Environmental Health Division) and the Waukesha County Department of Public Works; in regard to the Preliminary Plat, and obtaining all necessary permits and approvals, prior to commencing construction of any improvement, whether public or private, or site development or approval of the Final Plat whichever is earlier.

2. Subject to the Developer submitting to and receiving from the Town Attorney and the Town Engineer, approval of a Developer's Agreement for the improvements (including all public, private, and site development improvements), prior to commencing construction of any improvement, whether public or private, or site development or approval of the Final Plat, whichever is earlier.
3. Subject to the Developer submitting to the Town Clerk and receiving approval as to form from the Town Attorney and as to amount from the Town Engineer, a letter of credit or cash for the improvements (including all public, private, and site development improvements), prior to commencing construction of any improvement, whether public or private, or site development or approval of the Final Plat, whichever is earlier.
4. Subject to the Developer submitting to and receiving from the Town Board, Town Attorney, and Town Planner, and Town Engineer, approval of the final draft of the deed restrictions prior to the approval of the Final Plat.
5. The Petitioner shall, on demand, reimburse the Town for all costs and expenses of any type that the Town incurs in connection with this development, including the cost of professional services incurred by the Town (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
6. Any unpaid bills owed to the Town by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Town; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of billing by the Town, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town, including possible cause for termination of the conditional approval.
7. Subject to the Developer applying for and receiving from the Town BOA, Town Plan Commission, Town Board, and Waukesha County, all necessary variances and waivers (if any) to the Town of Lisbon Zoning Ordinance and the Town of Lisbon Subdivision Control Ordinance prior to commencing construction of any improvement, whether public or private, or site development or approval of the Final Plat, whichever is earlier.

The issues outlined above are meant to act as a guide to assist the Board in discussing any issues the Board thinks need to be addressed in order to approve this plat.

Sincerely,

Rachel Holloway, AICP
Town Planner

Joshua Langen, AICP
Town Planner

cc: Steven Braatz, Interim Clerk, Town of Lisbon
Eric Obarski, Neumann Companies Inc.
Mitch Leisses, PE, Kunkel Engineering
Michael Van Kleunen, Cramer, Multhauf & Hammes, LLP
Sandy Scherer, Waukesha County Town Assistance Planner

HILLSIDE RIDGE

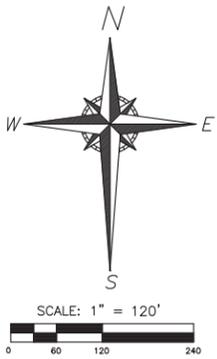
LOT 1 OF CERTIFIED SURVEY MAP NO. 1544 AND LANDS BEING A PART OF THE NE 1/4 AND NW 1/4 OF THE SE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4 AND A PART OF THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 16, TOWN 8 NORTH, RANGE 19 EAST, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

OVERALL DETAIL

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE EAST LINE OF THE SE 1/4 OF SECTION 16-8-19 AS N00°09'59"E. VERTICAL DATUM BASED ON NGVD 29.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

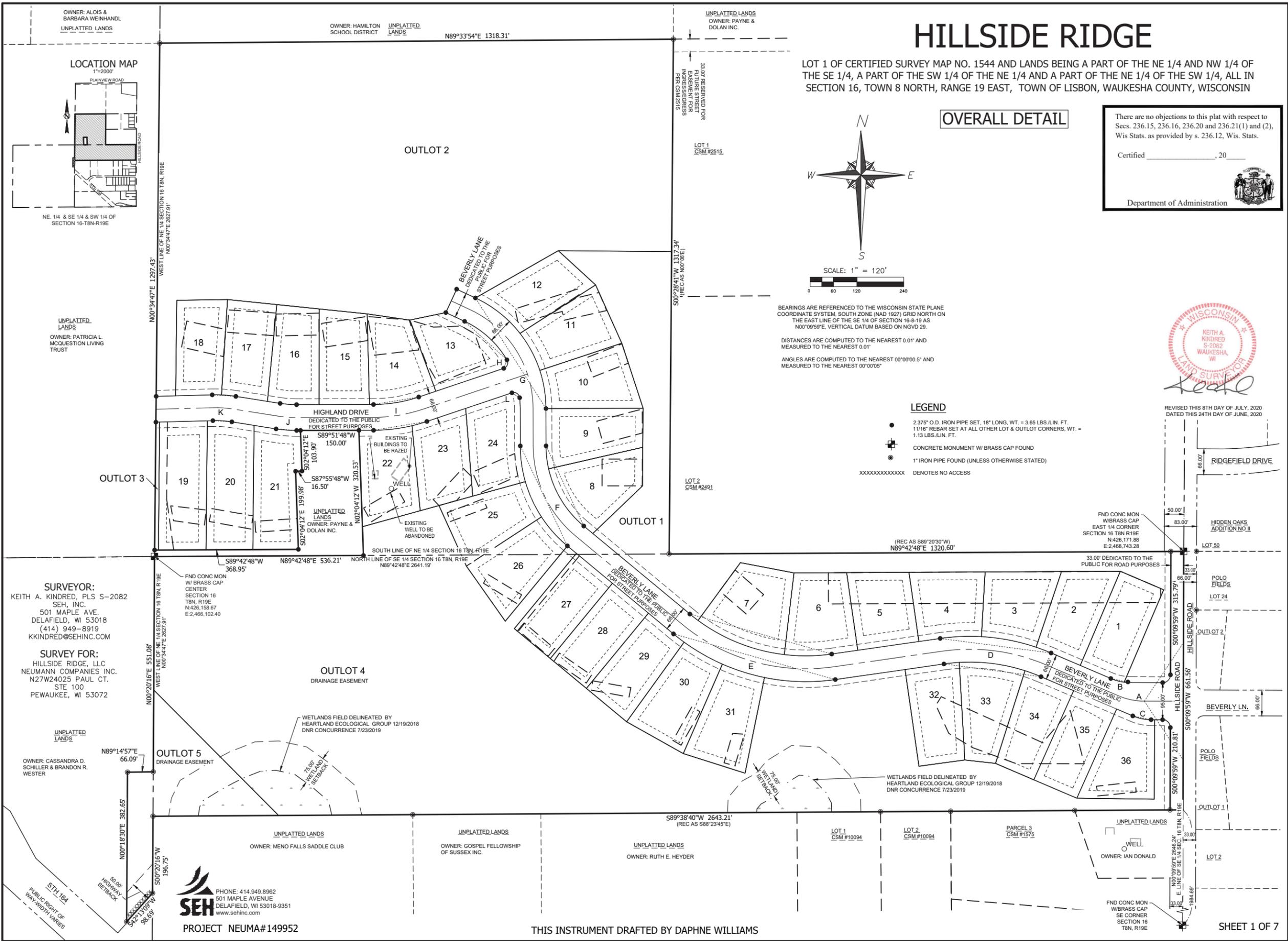
ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND MEASURED TO THE NEAREST 00°00'00.5"

LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT. 1 1/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- ⊕ CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- XXXXXXXXXXXXXXXXX DENOTES NO ACCESS



REVISED THIS 8TH DAY OF JULY, 2020
DATED THIS 24TH DAY OF JUNE, 2020



SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
HILLSIDE RIDGE, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072



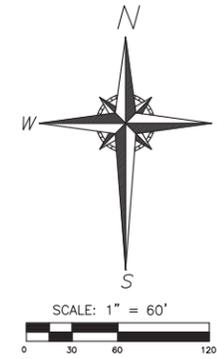
PROJECT NEUMA#149952

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

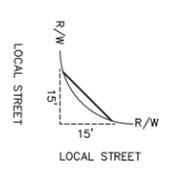
SHEET 1 OF 7

HILLSIDE RIDGE

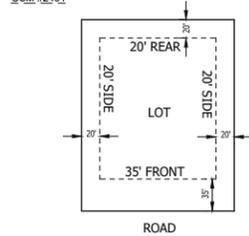
LOT 1 OF CERTIFIED SURVEY MAP NO. 1544 AND LANDS BEING A PART OF THE NE 1/4 AND NW 1/4 OF THE SE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4 AND A PART OF THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 16, TOWN 8 NORTH, RANGE 19 EAST, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN



VISION CORNER DETAIL (N.T.S.)



LOT SETBACK DETAIL (N.T.S.)



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



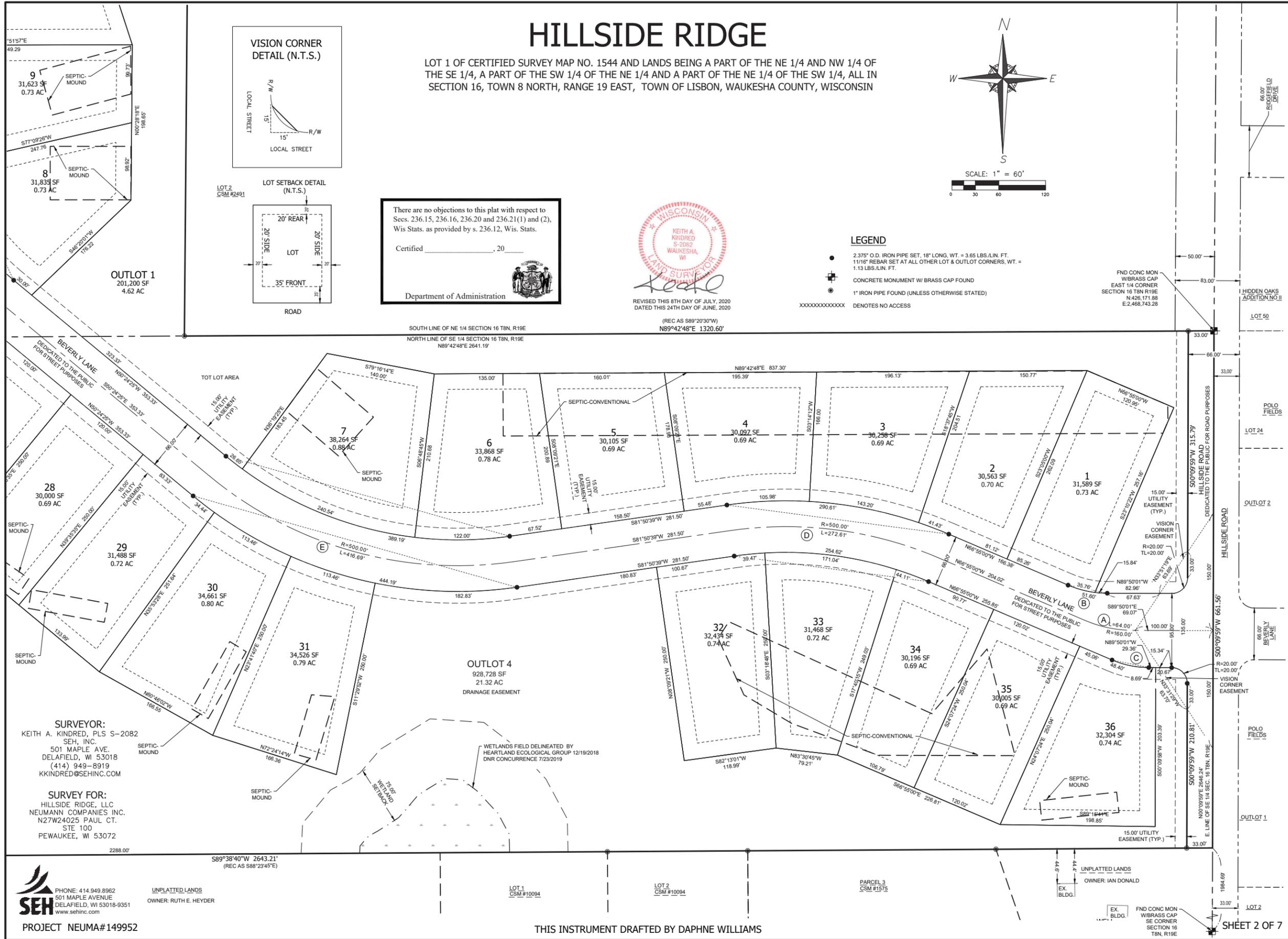
REVISED THIS 8TH DAY OF JULY, 2020
DATED THIS 24TH DAY OF JUNE, 2020

(REC AS S89°20'30"W)
N89°42'48"E 1320.60'

LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT., 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- ⊕ CONCRETE MONUMENT W/ BRASS CAP FOUND
- ⊙ 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- XXXXXXXXXXXXX DENOTES NO ACCESS

SOUTH LINE OF NE 1/4 SECTION 16 T8N, R19E
NORTH LINE OF SE 1/4 SECTION 16 T8N, R19E
N89°42'48"E 2641.19'



SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
K.KINDRED@SEHINC.COM

SURVEY FOR:
HILLSIDE RIDGE, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072

SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

UNPLATTED LANDS
OWNER: RUTH E. HEYDER

LOT 1
CSM #10094

LOT 2
CSM #10094

PARCEL 3
CSM #1575

UNPLATTED LANDS
OWNER: IAN DONALD

EX. BLDG.
FND CONC MON
W/BRASS CAP
SE CORNER
SECTION 16
T8N, R19E

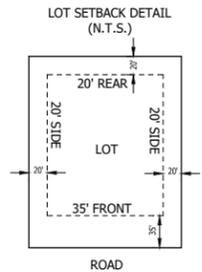
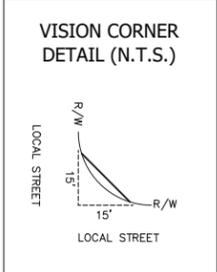
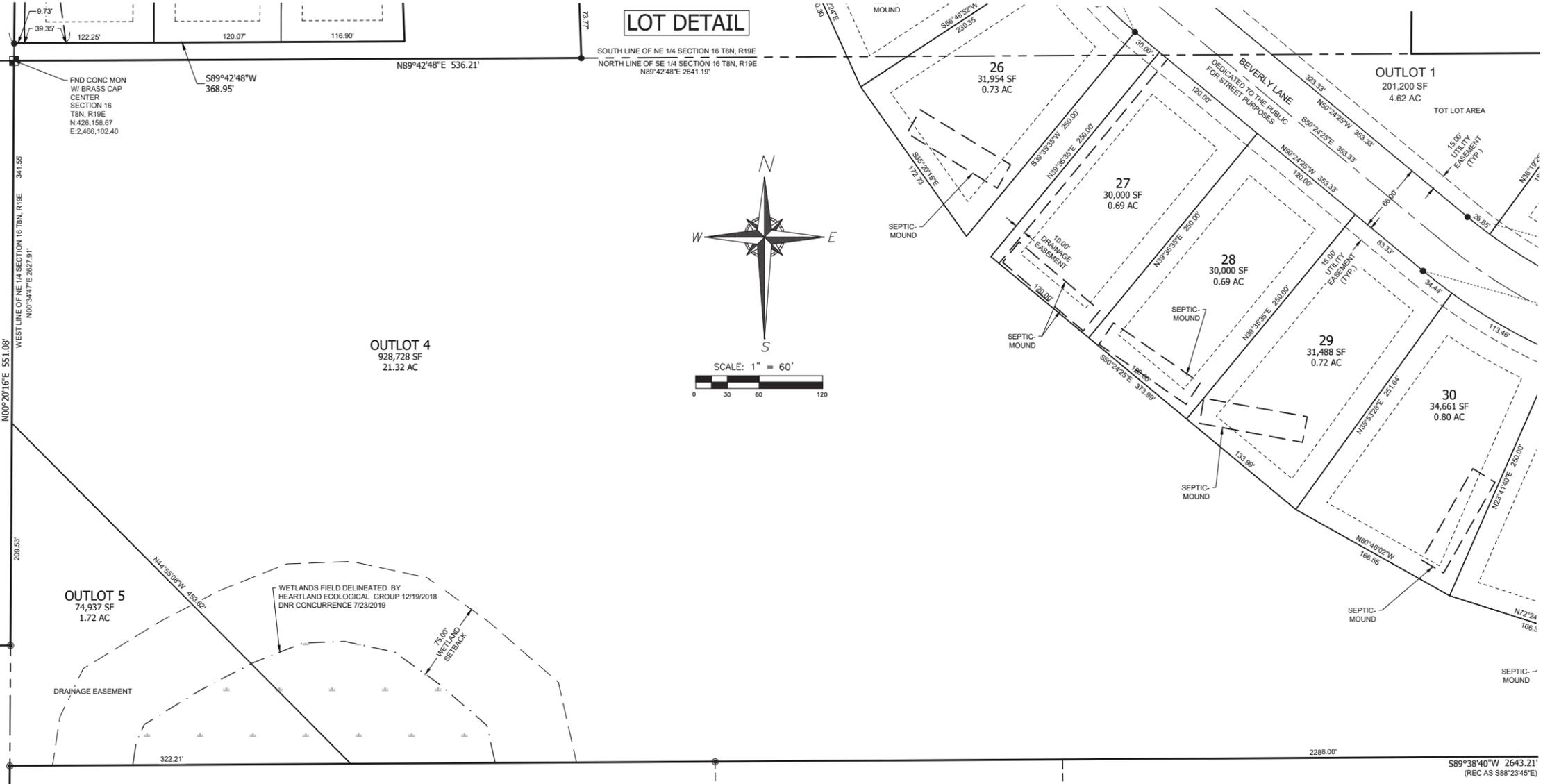
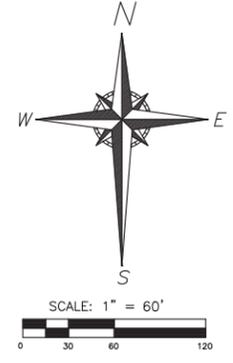
THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 2 OF 7

SURVEYOR:
 KEITH A. KINDRED, PLS S-2082
 SEH, INC.
 501 MAPLE AVE.
 DELAFIELD, WI 53018
 (414) 949-8919
 KKINDRED@SEHINC.COM

SURVEY FOR:
 HILLSIDE RIDGE, LLC
 NEUMANN COMPANIES INC.
 N27W24025 PAUL CT.
 STE 100
 PEWAUKEE, WI 53072

LOT DETAIL



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration

- LEGEND**
- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
 - ⊕ 1 1/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
 - CONCRETE MONUMENT W/ BRASS CAP FOUND
 - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
 - XXXXXXXXXXXXXXXXX DENOTES NO ACCESS

HILLSIDE RIDGE

LOT 1 OF CERTIFIED SURVEY MAP NO. 1544 AND LANDS BEING A PART OF THE NE 1/4 AND NW 1/4 OF THE SE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4 AND A PART OF THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 16, TOWN 8 NORTH, RANGE 19 EAST, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN



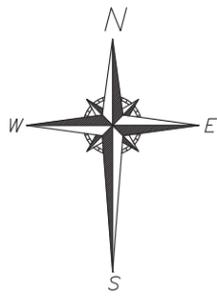
REVISED THIS 8TH DAY OF JULY, 2020
 DATED THIS 24TH DAY OF JUNE, 2020

SEH
 PHONE: 414.949.8962
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

PROJECT NEUMA#149952

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

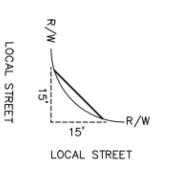
SHEET 3 OF 7



SCALE: 1" = 60'

UNPLATTED LANDS
OWNER: PATRICIA L. MCQUEEN LIVING TRUST

VISION CORNER DETAIL (N.T.S.)



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

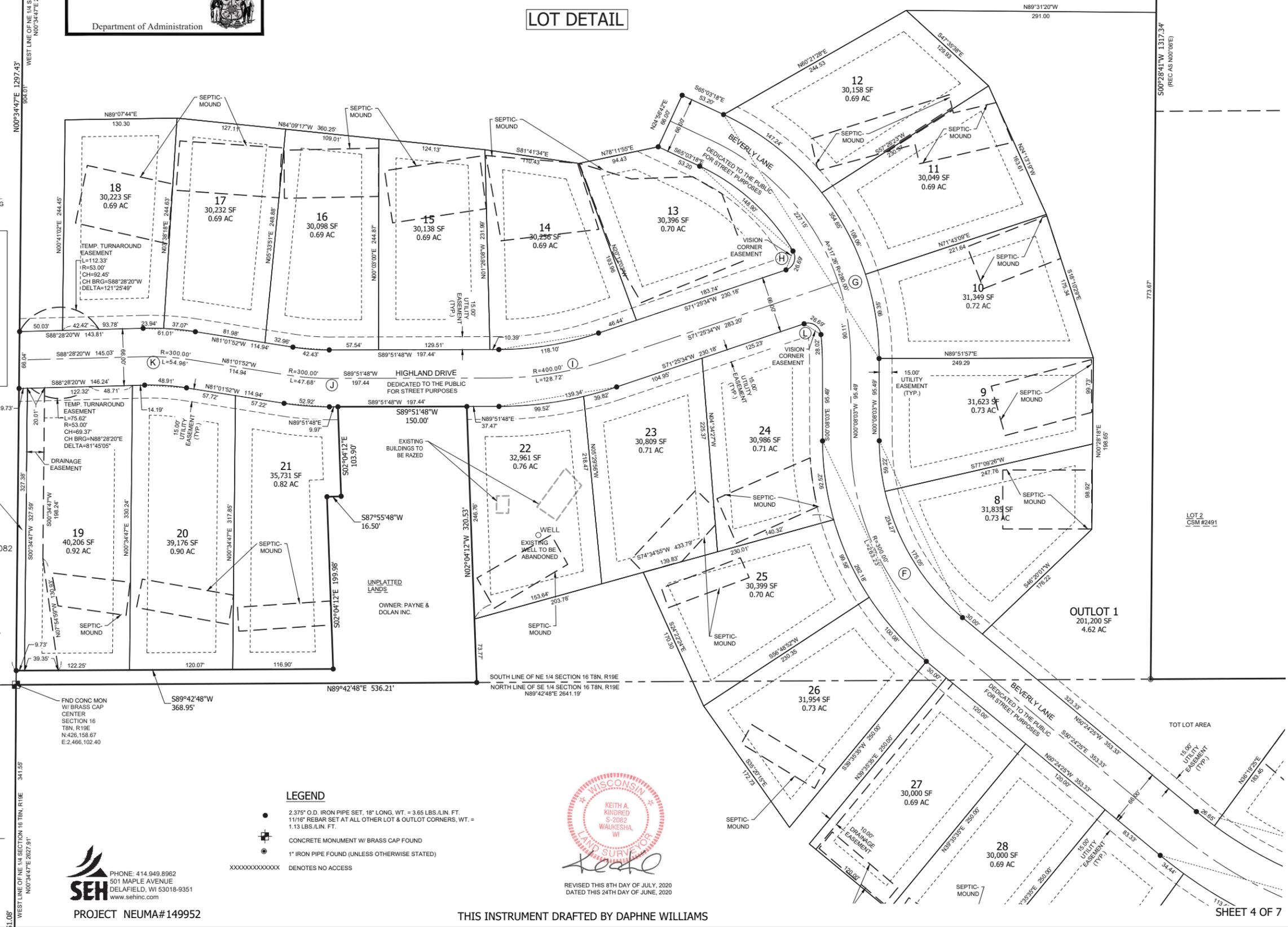


Department of Administration

HILLSIDE RIDGE

LOT 1 OF CERTIFIED SURVEY MAP NO. 1544 AND LANDS BEING A PART OF THE NE 1/4 AND NW 1/4 OF THE SE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4 AND A PART OF THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 16, TOWN 8 NORTH, RANGE 19 EAST, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

LOT DETAIL



SURVEYOR:
KEITH A. KINDRED, PLS S-2082 SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKindred@SEHINC.COM

SURVEY FOR:
HILLSIDE RIDGE, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072

FND CONC MON
W/ BRASS CAP
CENTER
SECTION 16
T8N, R19E
N426.158.67
E.2.466.102.40

- LEGEND**
- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT. 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
 - ⊕ CONCRETE MONUMENT W/ BRASS CAP FOUND
 - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
 - XXXXXXXXXXXXX DENOTES NO ACCESS



REVISED THIS 8TH DAY OF JULY, 2020
DATED THIS 24TH DAY OF JUNE, 2020

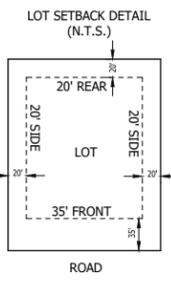
THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NEUMA#149952

LOT 2
CSM #2491

OUTLOT 1
201,200 SF
4.62 AC



LOT DETAIL

HILLSIDE RIDGE

LOT 1 OF CERTIFIED SURVEY MAP NO. 1544 AND LANDS BEING A PART OF THE NE 1/4 AND NW 1/4 OF THE SE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4 AND A PART OF THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 16, TOWN 8 NORTH, RANGE 19 EAST, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

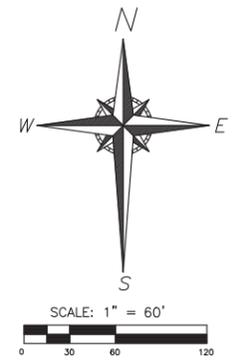
SURVEYOR: KEITH A. KINDRED, PLS S-2082 SEH, INC. 501 MAPLE AVE. DELAFIELD, WI 53018 (414) 949-8919 K KINDRED@SEHINC.COM

SURVEY FOR: HILLSIDE RIDGE, LLC NEUMANN COMPANIES INC. N27W24025 PAUL CT. STE 100 PEWAUKEE, WI 53072

LEGEND

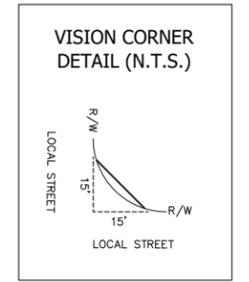
- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
1.118" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
CONCRETE MONUMENT W/ BRASS CAP FOUND
1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
XXXXXXXXXXXXXXXXX DENOTES NO ACCESS

SEH PHONE: 414.949.8962 501 MAPLE AVENUE DELAFIELD, WI 53018-9351 www.sehinc.com

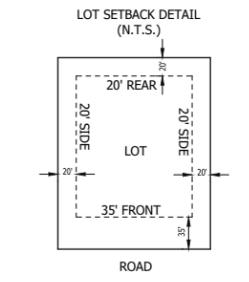


UNPLATTED LANDS OWNER: PAYNE & DOLAN INC.

33'0" RESERVED FOR FUTURE STREET EASEMENT FOR IMPROVEMENT PER CSM #215



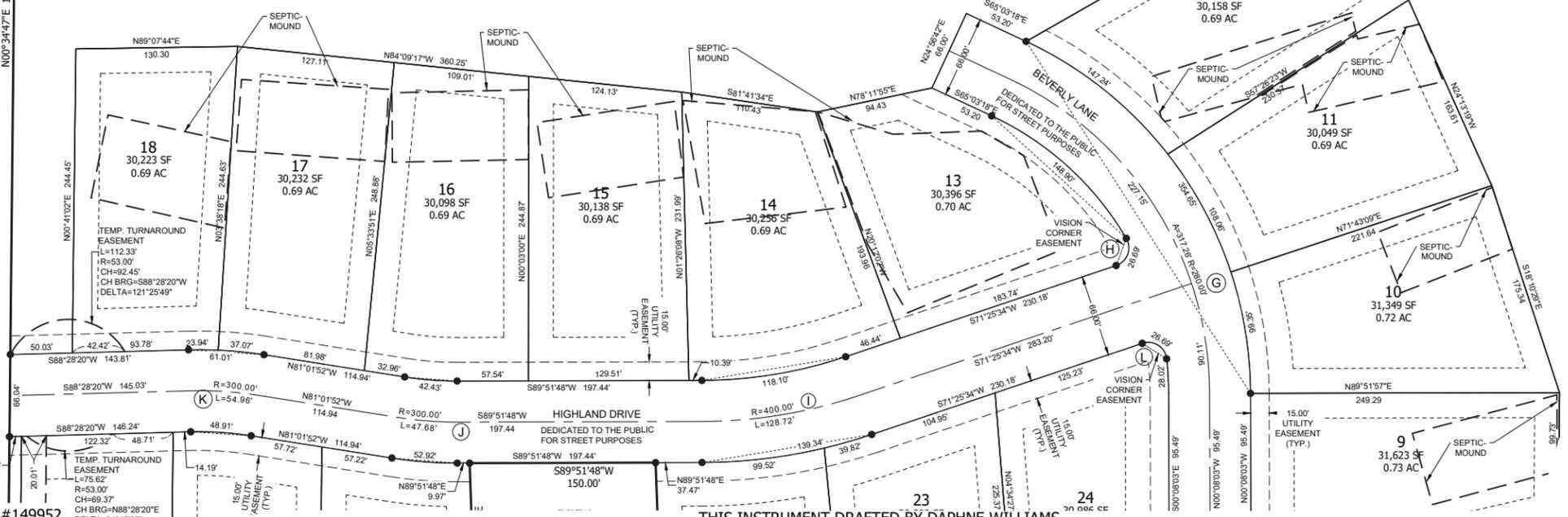
LOT 1 CSM #2515



OUTLOT 2 835,726 SF 19.19 AC

UNPLATTED LANDS OWNER: ALOIS & BARBARA WEINHANDL
WEST LINE OF NE 1/4 SECTION 16 T8N R19E N89°34'47"E 1297.43'

UNPLATTED LANDS OWNER: PATRICIA L. MCQUESTION LIVING TRUST



WISCONSIN KEITH A. KINDRED S-2082 WAUKESHA, WI LIND SURVEYOR
Revised This 8th Day of July, 2020 Dated This 24th Day of June, 2020

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified _____, 20
Department of Administration

HILLSIDE RIDGE

LOT 1 OF CERTIFIED SURVEY MAP NO. 1544 AND LANDS BEING A PART OF THE NE 1/4 AND NW 1/4 OF THE SE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4 AND A PART OF THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 16, TOWN 8 NORTH, RANGE 19 EAST, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

GENERAL NOTES:

- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOTS 1-5. WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. THE INDIVIDUAL HOME OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF SAID OUTLOTS.
- OUTLOT 4 AND OUTLOT 5 TO BE ENCOMPASSED BY A DRAINAGE EASEMENT GRANTED TO TOWN OF LISBON AND MAINTAINED BY THE LOT OWNERS. SEE STORMWATER MANAGEMENT PRACTICES NOTES.
- OUTLOT 1 INCLUDES A TOT LOT. OUTLOTS 1 AND 4 CONTAIN A PROPOSED TRAIL. THE TOT LOT AND PROPOSED TRAIL TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- OUTLOT 2 TO BE RETAINED BY THE DEVELOPER FOR FUTURE DEVELOPMENT.
- ALL EASEMENTS ARE GRANTED TO THE TOWN OF LISBON UNLESS OTHERWISE STATED.
- THERE SHALL BE A 12' WIDE PUBLIC ACCESS EASEMENT CENTERED UPON AND LOCATED OVER THE PUBLIC ASPHALT TRAIL SYSTEM TO BE CREATED BY SEPARATE DOCUMENT AND GRANTED TO THE TOWN OF LISBON FOR PUBLIC TRAIL PURPOSES.
- NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.
- AREA SHOWN IS ZONE X, AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 55133C0088G, EFFECTIVE DATE NOVEMBER 5, 2014.
- THE OVERALL AREA OF THIS FINAL PLAT IS 3,452,941 S.F., 79.27 AC.
- ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
- ALL VISIBLE BUILDINGS, WELLS, SEPTIC ACCESS LIDS AND VENTS (IF ANY) WITHIN 50' OF THE PROPERTY BOUNDARY ARE DEPICTED. NO DRAIN TILE WAS OBSERVED ON SITE AT TIME OF FIELD WORK.
- PER THE WISCONSIN HISTORIC PRESERVATION DATABASE, THERE ARE NO REPORTED ARCHEOLOGICAL SITES WITHIN THE SUBDIVISION.
- THERE SHALL BE NO LAND ALTERING ACTIVITIES INCLUDING 15 FEET DOWN SLOPE FROM THE PROPOSED APPROVED PRIVATE SEWAGE SYSTEM SITES.
- ALL LOTS AND BLOCKS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.T.H. 164; IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S. 236.293, STATS., AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OR ITS ASSIGNS. ANY ACCESS SHALL BE ALLOWED ONLY BY SPECIAL EXCEPTION. ANY ACCESS ALLOWED BY SPECIAL EXCEPTION SHALL BE CONFIRMED AND GRANTED ONLY THROUGH THE DRIVEWAY PERMITTING PROCESS AND ALL PERMITS ARE REVOCABLE.
- NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE HIGHWAY SETBACK LINE. IMPROVEMENTS AND STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO, SIGNS, PARKING AREAS, DRIVEWAYS, WELLS, SEPTIC SYSTEMS, DRAINAGE FACILITIES, BUILDINGS AND RETAINING WALLS. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION OR ITS ASSIGNS. CONTACT THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR MORE INFORMATION. THE PHONE NUMBER MAY BE OBTAINED BY CONTACTING THE COUNTY HIGHWAY DEPARTMENT.
- THE LOTS OF THIS LAND DIVISION MAY EXPERIENCE NOISE AT THE LEVELS EXCEEDING THE LEVELS IN S. TRANS 405.04, TABLE I. THESE LEVELS ARE BASED ON FEDERAL STANDARDS. THE DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR ABATING NOISE FROM EXISTING STATE TRUNK HIGHWAYS OR CONNECTING HIGHWAYS, THE ABSENCE OF ANY INCREASE BY THE DEPARTMENT TO THE HIGHWAY'S THROUGH-LANE CAPACITY.

WETLAND RESTRICTIONS

THOSE AREAS IDENTIFIED ON THIS SUBDIVISION PLAT AS WETLANDS, SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

- GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND WITH THE APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE - PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
- GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED.
- THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
- PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED, AND IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.
- THE RESOURCE BOUNDARIES AND RESTRICTIONS CONTAINED HEREIN MAY ONLY BE MODIFIED IN COMPLIANCE WITH THE TOWN OF LISBON ZONING ORDINANCE.

STORM WATER MANAGEMENT PRACTICE MAINTENANCE

THE TITLEHOLDERS AND UNIT OWNERS OF THE HILLSIDE RIDGE SUBDIVISION SHALL EACH HOLD AN UNDIVIDED AND NONTRANSFERABLE INTEREST IN OUTLOT 4 AND OUTLOT 5 WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED.

THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY TITLE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED "STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT" ("MAINTENANCE AGREEMENT") THAT APPLY TO OUTLOT 4 AND OUTLOT 5. THE MAINTENANCE AGREEMENT SUBJECTS THIS SUBDIVISION PLAT, AND ALL LOT OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE TOWN OF LISBON MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT.

IN ACCORDANCE WITH CHAPTER 14 - ARTICLE VIII OF THE WAUKESHA COUNTY CODE OF ORDINANCES ("STORM WATER ORDINANCE"), THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY WAUKESHA COUNTY AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER PRACTICES UNTIL PERMIT TERMINATION BY WAUKESHA COUNTY. UPON TERMINATION OF THE STORM WATER PERMIT, THE OWNERS OF LOTS 1-36 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

ALL SIDE AND REAR LOT LINES NOT REGULATED BY WAUKESHA COUNTY OR THE TOWN OF LISBON SHALL BE GRADED AND MAINTAINED IN COOPERATION WITH ABUTTING PROPERTY OWNERS SO AS TO NEITHER IMPEDE THE FLOW OF STORMWATER, NOR NEGATIVELY IMPACT ANY ABUTTING PROPERTY, WHILE ALSO ADHERING TO THE ESTABLISHED, APPROVED, AND ACCEPTED STORMWATER MANAGEMENT PLAN. EASEMENTS ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE TOWN OF LISBON, WAUKESHA COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

VISION CORNER RESTRICTIONS

WITHIN THE AREA OF THE VISION CORNER EASEMENT (V.C.E.) THE HEIGHT OF ALL PLANTINGS, BERMS, FENCING, SIGNS OR ANY OTHER STRUCTURE WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24" ABOVE THE INTERSECTION ELEVATION. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENT.

Curve Table									
	CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2	
A	C/L	160.00'	22°55'01"	64.00'	63.57'	S78°22'31"E	S66°55'00"E	S89°50'01"E	
B	R/W-N	129.00'	22°55'01"	51.60'	51.25'	N78°22'31"W	N89°50'01"W	N66°55'00"W	
	OL 1	129.00'	7°02'12"	15.84'	15.83'	S86°18'55"E		S89°50'01"E	
	LOT 1	129.00'	15°52'49"	35.76'	35.64'	S74°51'25"E	S66°55'00"E		
C	LOT 36	121.00'	22°55'01"	48.40'	48.08'	N78°22'31"W	N89°50'01"W	N66°55'00"W	
D	C/L	500.00'	31°14'21"	272.61'	269.25'	N82°32'11"W	N66°55'00"W	S81°50'39"W	
	R/W-N	533.00'	31°14'21"	290.61'	287.02'	N82°32'11"W	N66°55'00"W	S81°50'39"W	
	LOT 2	533.00'	4°27'15"	41.43'	41.42'	S69°08'37"E		S66°55'00"E	
	LOT 3	533.00'	15°23'33"	143.20'	142.76'	S79°04'02"E			
	LOT 4	533.00'	11°23'33"	105.98'	105.81'	N87°32'25"E	N81°50'39"E		
	R/W-S	467.00'	31°14'21"	254.62'	251.48'	N82°32'11"W	N66°55'00"W	S81°50'39"W	
	LOT 32	467.00'	4°50'33"	39.47'	39.46'	S84°15'55"W		S81°50'39"W	
	LOT 33	467.00'	20°59'03"	171.04'	170.08'	N82°49'17"W			
	LOT 34	467.00'	5°24'45"	44.11'	44.10'	N69°37'23"W	N66°55'00"W		
		LOT 35	467.00'	5°24'45"	44.11'	44.10'	N69°37'23"W	N66°55'00"W	
E	C/L	500.00'	47°44'56"	416.69'	404.73'	S74°16'53"E	S50°24'25"E	N81°50'39"E	
	R/W-N	467.00'	47°44'56"	389.19'	378.02'	N74°16'53"W	S81°50'39"W	N50°24'25"W	
	LOT 6	467.00'	14°58'06"	122.00'	121.66'	N89°19'42"E		N81°50'39"E	
	LOT 7	467.00'	29°30'40"	240.54'	237.88'	S68°25'55"E			
	OL-1	467.00'	3°16'10"	26.65'	26.65'	S52°02'30"E	S50°24'25"E		
	R/W-S	533.00'	47°44'56"	444.19'	431.45'	N74°16'53"W	S81°50'39"W	N50°24'25"W	
	LOT 29	533.00'	3°42'07"	34.44'	34.43'	N52°15'29"W		N50°24'25"W	
	LOT 30	533.00'	12°11'48"	113.46'	113.25'	N60°12'26"W			
	LOT 31	533.00'	12°11'48"	113.46'	113.25'	N72°24'14"W			
		OL-4	533.00'	19°39'13"	182.83'	181.94'	N88°19'45"W	S81°50'39"W	
F	C/L	300.00'	50°16'22"	263.23'	254.86'	S25°16'14"E	S00°08'03"E	S50°24'25"E	
	R/W-E	267.00'	50°16'22"	234.27'	226.83'	N25°16'14"W	N50°24'25"W	N00°08'03"W	
	LOT 8	267.00'	37°33'51"	175.05'	171.93'	S31°37'29"E		S50°24'25"E	
	LOT 9	267.00'	12°42'31"	59.22'	59.10'	S06°29'19"E	S00°08'03"E		
	R/W-W	333.00'	50°16'22"	292.18'	282.90'	N25°16'14"W	N50°24'25"W	N00°08'03"W	
	LOT 24	333.00'	15°55'06"	92.52'	92.22'	N08°05'36"W		N00°08'03"W	
	LOT 25	333.00'	17°07'59"	99.58'	99.21'	N24°37'08"W			
	LOT 26	333.00'	17°13'17"	100.08'	99.71'	N41°47'47"W	N50°24'25"W		
		LOT 27	333.00'	17°13'17"	100.08'	99.71'	N41°47'47"W	N50°24'25"W	
		LOT 28	333.00'	17°13'17"	100.08'	99.71'	N41°47'47"W	N50°24'25"W	
G	C/L	280.00'	64°55'15"	317.26'	300.56'	N32°35'41"W	N00°08'03"W	N65°03'18"W	
	C/L-S	280.00'	18°26'23"	90.11'	89.73'	N09°21'15"W	N00°08'03"W		
	C/L-N	280.00'	46°28'52"	227.15'	220.97'	N41°48'52"W		N65°03'18"W	
	R/W-E	313.00'	64°55'15"	354.65'	335.98'	N32°35'41"W	N00°08'03"W	N65°03'18"W	
	LOT 10	313.00'	18°11'13"	99.35'	98.94'	S09°13'40"E		S00°08'03"E	
	LOT 11	313.00'	19°46'48"	108.06'	107.52'	S28°12'40"E			
	LOT 12	313.00'	26°57'14"	147.24'	145.89'	S51°34'41"E			
	LOT 13	247.00'	34°32'26"	148.90'	146.66'	S47°47'05"E	S65°03'18"E		
	LOT 24	247.00'	6°29'57"	28.02'	28.00'	N03°23'02"W	N00°08'03"W	N06°38'00"W	
		LOT 13	15.00'	101°56'26"	26.69'	23.30'	N20°27'21"E	N71°25'34"E	N30°30'52"W
H	C/L	400.00'	18°26'14"	128.72'	128.16'	S80°38'41"W	S71°25'34"W	S89°51'48"W	
	LOT 14	367.00'	18°26'14"	118.10'	117.59'	S80°38'41"W	S71°25'34"W	S89°51'48"W	
	R/W-S	433.00'	18°26'14"	139.34'	138.73'	S80°38'41"W	S71°25'34"W	S89°51'48"W	
	LOT 22	433.00'	13°10'06"	99.52'	99.30'	S83°16'45"W		S89°51'48"W	
I	LOT 23	433.00'	5°16'08"	39.82'	39.80'	S74°03'38"W	S71°25'34"W		
	C/L	300.00'	9°06'20"	47.68'	47.63'	N85°35'02"W	S89°51'48"W	N81°01'52"W	
J	LOT 16	267.00'	9°06'20"	42.43'	42.39'	N85°35'02"W	S89°51'48"W	N81°01'52"W	
	LOT 21	333.00'	9°06'20"	52.92'	52.87'	N85°35'02"W	S89°51'48"W	N81°01'52"W	
	C/L	300.00'	10°29'48"	54.96'	54.88'	N86°16'46"W	N81°01'52"W	S88°28'20"W	
	R/W-N	333.00'	10°29'48"	61.01'	60.92'	N86°16'46"W	N81°01'52"W	S88°28'20"W	
	LOT 17	333.00'	6°22'42"	37.07'	37.05'	S84°13'13"E		S81°01'52"E	
K	LOT 18	333.00'	4°07'06"	23.94'	23.93'	S89°28'07"E	N88°28'20"E		
	LOT 20	267.00'	10°29'48"	48.91'	48.85'	N86°16'46"W	N81°01'52"W	S88°28'20"W	
L	LOT 24	15.00'	101°56'26"	26.69'	23.30'	N57°36'13"W	N06°38'00"W	S71°25'34"W	

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration



REVISED THIS 8TH DAY OF JULY, 2020
DATED THIS 24TH DAY OF JUNE, 2020



SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
HILLSIDE RIDGE, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

Hillside Ridge - Phase I																	
Lot #	Soil Observ. #	Surface Elev	Bottom Elev. of Soil Profile	Soil Map Unit Symbol	Elevation of Seasonal High Water Table	Depth to Seasonal High Water Table	Minimum Basement Floor Elevation	Septic System Type	Lot #	Soil Observ. #	Surface Elev	Bottom Elev. of Soil Profile	Soil Map Unit Symbol	Elevation of Seasonal High Water Table	Depth to Seasonal High Water Table	Minimum Basement Floor Elevation	Septic System Type
1	1-102	974.5	966.5	ScA	≤966.5	≥8.0'	≥968.0	Conventional	19	534	989.3	980.97	ThB	985.3	4'	≥986.8	Mound
2	501	973.5	964.5	ScA	≤964.5	≥9'	≥966	Conventional	20	535	988.6	980.6	ThB	985.6	3'	≥987.1	Mound
3	502	972.5	963.5	ScA	≤963.5	≥9.0'	≥965.0	Conventional	21	536	993.4	985.4	ThB	990.4	3'	≥991.9	Mound
4	503	970.7	961.37	ScA	≤961.37	≥9.33'	≥962.87	Conventional	22	537	985.2	977.2	HmC2	≤977.2	≥8'	≥978.7	Mound
5	504	968.7	959.7	ScA	962.62	7.08	≥964.12	Conventional	23	538	975	967	HmC2	973.5	1.5'	≥975	Mound
6	505	966.2	958.2	ScA	961.37	4.83	≥962.87	Conventional	24	539	974.4	966.07	ThB	972.4	2'	≥973.9	Mound
7	506	963.8	955.8	LmB	961	2.8	≥962.5	Mound	25	37-101	967.9	959.9	ScA	964.9	3.0'	≥966.4	Mound
8	511	967.3	959.3	ScA	965.3	2	≥966.8	Mound	26	38-101	967.2	959.2	ScA	963.87	3.33	≥965.37	Mound
9	512	969.8	961.13	ScA	966.22	3.58'	≥967.72	Mound	27	39-101	966.4	958.82	ScA	963.07	3.33'	≥964.57	Mound
10	513	973.6	965.6	ScA	971.93	1.67'	≥973.43	Mound	28	40-101	965.6	959.27	ScA	963.1	2.5'	≥964.6	Mound
11	514	980.8	972.8	ThB	977.3	3.5'	≥978.8	Mound	29	41-101	964.2	957.87	ScA	962.2	2.0'	≥963.7	Mound
12	515	989.9	981.9	ThB	≤981.9	≥8'	≥983.4	Mound	30	42-102	964.3	958.3	ScA	962.2	2.08	≥963.7	Mound
13	528	982.4	974.4	ThB	980.48	1.92'	≥981.98</										

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify: That I have surveyed, divided and mapped All of Lot 1 of Certified Survey Map No. 1544 and lands being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4, a part of the Southwest 1/4 of the Northeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4, all in Section 16, Town 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin, bounded and described as follows: Beginning at the East 1/4 corner of Section 16; thence South 00°09'59" West, along the East line of the Southeast 1/4 of said Section 16 a distance of 661.56 feet; thence South 89°38'40" West, 2,643.21 feet to the West line of the Southeast 1/4 of Section 16; thence South 00°20'16" West along said West line, 196.75 feet; thence South 42°13'09" West, 98.69 feet to the right of way of STH 164; thence North 00°18'30" East, 382.65 feet; thence North 89°14'57" East, 66.09 feet to the West line of the Southeast 1/4 of Section 16; thence North 00°20'16" East along said West line 551.08 feet to the Center of Section 16; thence North 89°42'48" East, 536.21 feet; thence North 02°04'12" West, 320.53 feet; thence South 89°51'47" West, 150.00 feet; thence South 02°04'12" East, 103.90 feet; thence South 87°55'48" West, 16.50 feet; thence South 02°04'12" East, 199.98 feet; thence South 89°42'48" West, 368.95 feet to the West line of the Northeast 1/4 of Section 16; thence North 00°34'47" East along said West line, 1,297.43 feet; thence North 89°33'54" East, 1,318.31 feet to the West line of Lot 1 of Certified Survey Map No. 2515; thence South 00°28'41" West, along said West line and the extension thereof 1,317.34 feet to the South line of Lot 2 of Certified Survey Map No. 2491; thence North 89°42'48" East along said North line 1,320.60 feet to the point of beginning. Containing 3,452,941 square feet, 79.27 acres

That I have made such survey, land division and plat by the direction of Hillside Ridge LLC, owner of said lands.

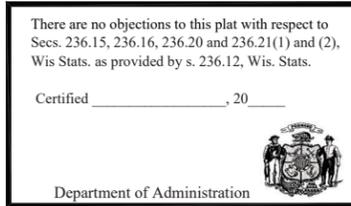
That such plat is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes, Waukesha County and the subdivision regulations of the Town of Lisbon in surveying, dividing and mapping the same.

Dated this 24th day of June, 2020.
Revised this 8th day of July, 2020.



Keith A. Kindred, PLS S-2082



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration

HILLSIDE RIDGE

LOT 1 OF CERTIFIED SURVEY MAP NO. 1544 AND LANDS BEING A PART OF THE NE 1/4 AND NW 1/4 OF THE SE 1/4, A PART OF THE SW 1/4 OF THE NE 1/4 AND A PART OF THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 16, TOWN 8 NORTH, RANGE 19 EAST, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

LIMITED LIABILITY OWNER'S CERTIFICATE OF DEDICATION:

Hillside Ridge LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Hillside Ridge LLC, does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

- 1) Department of Administration
- 2) Town of Lisbon
- 3) Village of Sussex
- 4) Waukesha County
- 5) Wisconsin Department of Transportation

IN WITNESS WHEREOF, said Hillside Ridge LLC, has caused these presents to be signed by _____, member, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____.

In Presence of:

_____, member

STATE OF WISCONSIN)

_____(COUNTY) SS

Personally came before me this _____ day of _____, 20____, the above named _____ member of the above named corporation, to me known to be such member of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public

County, Wisconsin

My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of _____ Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its President, and countersigned by _____, its Secretary (cashier) at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20____.

In presence of:

_____(Corporate Seal)

Corporate Name Countersigned

President Secretary (Cashier)

STATE OF WISCONSIN)

_____(COUNTY) SS)

Personally came before me this _____ day of _____, 20____, the above named _____, President, and _____, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____

Notary Public, _____, Wisconsin

My commission expires _____.

TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the plat of Hillside Ridge, in the Town of Lisbon, Hillside Ridge LLC, owner, is hereby approved by the Town Board of the Town of Lisbon.

All conditions have been met as of the _____ day of _____, 2020.

Date: _____ Signed _____
Joseph Osterman, Town Chairman

Date: _____ Signed _____
Steven Braatz, Interim Town Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

Resolved that the plat of Hillside Ridge, in the Town of Lisbon, Hillside Ridge LLC, owner, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 2020.

Date: _____ Signed _____
Joseph Osterman, Chairperson

Date: _____ Signed _____
Steven Braatz, Interim Town Clerk

CERTIFICATE OF TOWN TREASURER:

STATE OF WISCONSIN)

_____(COUNTY) SS

I, Amy Buchman, being the duly appointed, qualified and acting Town Treasurer of the Town of Lisbon, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____ on any of the land in the plat of Hillside Ridge.

Dated _____
Amy Buchman, Town Treasurer

VILLAGE OF SUSSEX VILLAGE BOARD EXTRA-TERRITORIAL APPROVAL CERTIFICATE:

Resolved that the plat of Hillside Ridge, in the Town of Lisbon, Hillside Ridge LLC, owner, is hereby approved by the Village Board of the Village of Sussex.

All conditions have been met as of the _____ day of _____, 2020.

Date: _____ Signed _____
Anthony J. LeDonne, Village President

Date: _____ Signed _____
Sam Liebert, Village Clerk

VILLAGE OF SUSSEX PLAN COMMISSION EXTRA-TERRITORIAL APPROVAL CERTIFICATE:

Resolved that the plat of Hillside Ridge, in the Town of Lisbon, Hillside Ridge LLC, owner, is hereby approved by the Plan Commission of the Village of Sussex.

Approved as of the _____ day of _____, 2020.

Date: _____ Signed _____
Anthony J. LeDonne, Chairperson

Date: _____ Signed _____
Sam Liebert, Village Clerk

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by HILLSIDE RIDGE LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

WISCONSIN BELL INC d/b/a AT&T WISCONSIN, Grantee, and

SPECTRUM MID-AMERICA, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of Grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

The above, which has been filed for approval as required by Chapter 236, WI. Statutes and Waukesha County Shoreland and Floodland Subdivision Control Ordinance, is hereby approved on this

_____ day of _____, 20__

Dale Shaver, Director

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
_____(COUNTY) SS

I, Pamela Reeves, being duly elected, qualified and acting Treasurer of Waukesha County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of Hillside Ridge.

Date _____
Pamela Reeves, County Treasurer



SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
HILLSIDE RIDGE, LLC
NEUMANN COMPANIES INC.
N27W24Q25 PAUL CT.
STE 100
PEWAUKEE, WI 53072



PROPOSED GARDEN DESIGN FOR:
**PRELIMINARY PLAT OF
 HILLSIDE RIDGE**

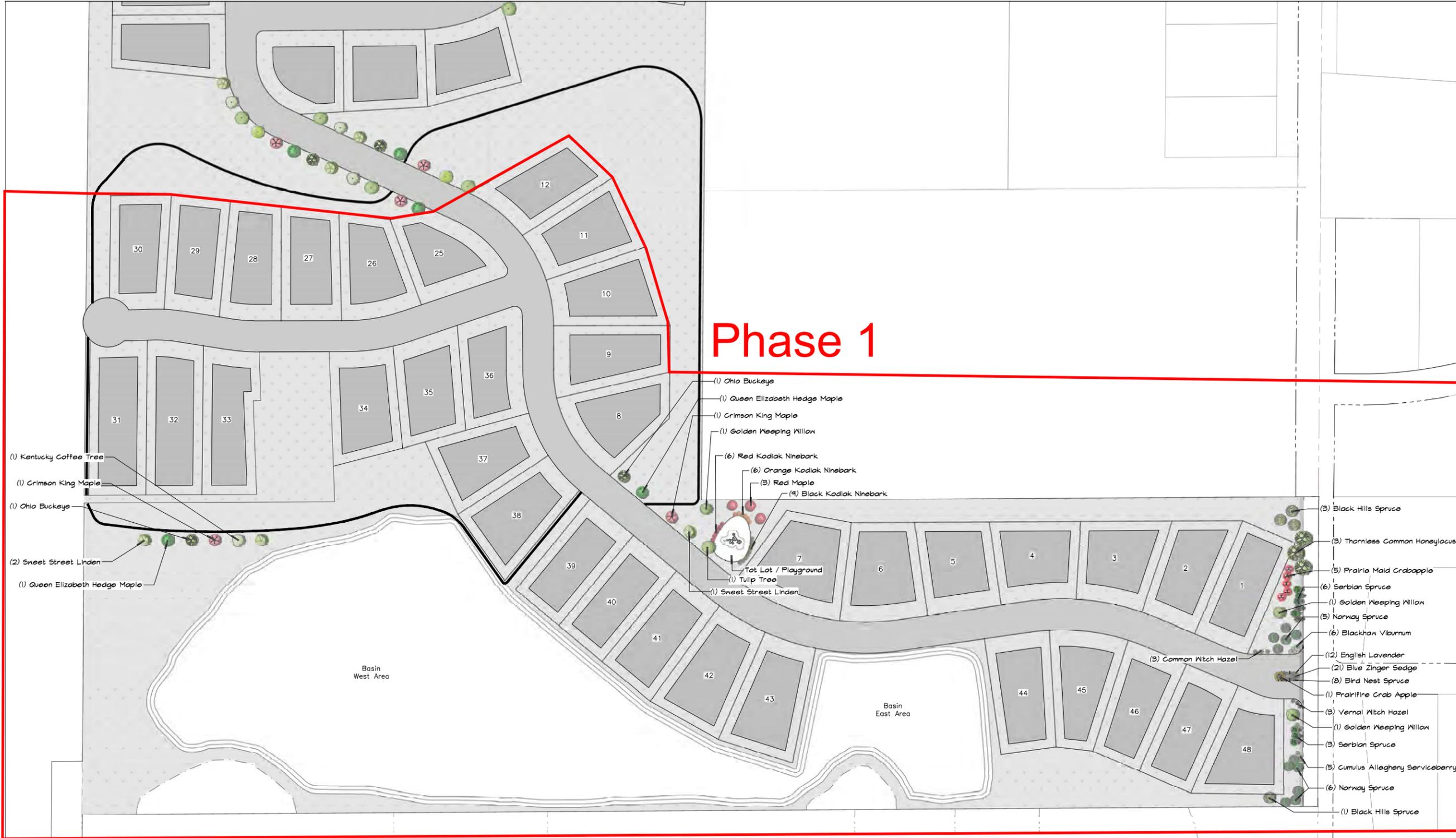
TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

GARLAND ALLIANCE
 LANDSCAPE ARCHITECTS



5707 6th Ave.
 Kenosha/WI 53140
 (414) 688-1641 garlandalliance@gmail.com

REVISIONS:	AUGUST 2, 2019	JUNE 3, 2020
	AUGUST 3, 2019	JUNE 9, 2020
	AUGUST 27, 2019	
	AUGUST 30, 2019	
	SEPTEMBER 3, 2019	
SCALE:	1"=100'	
SHEET NUMBER:	L1.1	



PLANTING PLAN



**DECLARATION OF
PROTECTIVE COVENANTS
OF HILLSIDE RIDGE
PHASE 1**

THIS DECLARATION OF PROTECTIVE COVENANTS Of Hillside Ridge Phase 1 (the “*Declaration*”) is made **this** day of _____, 20____, by Hillside Ridge, LLC, a Wisconsin limited liability company (“*Declarant*”).

RECITALS

WHEREAS, Declarant owns the real estate located in the Town of Lisbon, Waukesha County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “*Property*”).

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the Subdivision will be a platted subdivision consisting of forty eight (48) single-family lots and six (6) outlots, as more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

WHEREAS, at the time of this Declaration, the Declarant desires to subject the lots and outlots of the Subdivision, to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) promote the highest and best residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter

Name and Return Address:

Hillside Ridge, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Tax Key No(s):

defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 “**Association**” shall mean Hillside Ridge Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 “**ACC**” shall mean the Architectural Control Board as established by the Declarant.

1.3 “**Amenity Area**” shall mean that area as more particularly described in Article 7. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

1.4 “**Association Insurance**” shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.5 “**Board**” or “**Board of Directors**” shall mean the governing body of the Association, elected according to the Bylaws.

1.6 “**Building**” shall mean any freestanding structure located in the Subdivision. A “**dwelling**” or a “**home**” is a Building intended for occupancy in accordance with Article 6.

1.7 “**Bylaws**” shall mean the Bylaws of the Association as adopted by the Board.

1.8 “**Common Areas**” shall mean the easements, Outlots [other than the Expansion Area], Amenity Area, and those areas identified on that certain Plat of Subdivision as recorded in the Register’s Office.

1.9 “**Common Improvements**” shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas, cul-de-sac islands and medians.

1.10 “**County**” shall mean the County of Waukesha, Wisconsin.

1.11 “**Declarant**” shall mean Hillside Ridge, LLC and its successors and assigns pursuant to Section 15 of this Declaration.

1.12 “**Declaration**” shall mean this Declaration as the same may be amended from time to time.

1.13 “**Developer**” shall mean Hillside Ridge, LLC.

1.14 “**Director**” shall mean a member of the Board.

1.15 “**Documents**” shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.16 “**Easement**” shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

1.17 “**Lot**” shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term “Lot” will also include any platted lot intended for construction of a home as shown on any amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under Article 11.

1.18 “**Mortgage**” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

1.19 “**Mortgagee**” shall mean the holder of a Mortgage.

1.20 “**Municipality**” or “**Municipal**” shall mean the Town of Lisbon, Wisconsin.

1.21 “**Natural Materials**” shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to masonry, stone, cement board, or LP SmartSide Siding or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

1.22 “**Occupant**” shall mean the Owner and any other person residing in a Building.

1.23 “**Owner**” shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.24 “**Outlot**” or “**Outlots**” shall mean an outlet as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.25 “**Pet**” shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.26 “**Plat**”, “**Plat of Subdivision**”, or “**Final Plat**” shall mean the Plat of Hillside Ridge Phase 1, as recorded with the Register’s Office on _____, 20__ as Document No. _____ and attached hereto as Exhibit B.

1.27 “**Register’s Office**” shall mean the office of the Register of Deeds for County in which the project is located.

1.28 “**Rules**” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.29 “**Storm Water Facilities**” shall mean the private storm water basins installed in Outlot 5 with the easements as shown on the Final Plat.

1.30 “**Storm Water Management Agreement**” shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register’s Office on _____,20__ as Document No. _____.

1.31 “**Storm Water Permit**” shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.32 “**Subdivision**” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. So long as Declarant has title to any Lot subject to this Declaration, including the Expansion Area, the ACC shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from Declarant’s conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) ten (10) years from the date of this Declaration; or (c) Declarant’s election to waive its rights to control the ACC. Upon Declarant’s surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant’s approval. For the avoidance of doubt, for purposes of this Section a “bulk” or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

(a) commencement of construction of any Building or other improvements or alteration on any Lot; or

(b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or

(c) the demolition of any Building or other improvements on any portion or portions of such property; or

(d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or

(e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a licensed surveyor or the equivalent, as approved by the ACC for the particular submission, (“*Drawings*”) showing:

(1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

(2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,

(3) the proposed landscaping, including any fences or walls, and

(4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters

proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon, but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:	MINIMUM SIZE:
One story	1,750 square feet
More than one story	2,000 square feet

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway / Curbing & Roadways.

2.4.1 Garages. Each residence shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. All garage doors facing the

street shall be decorative garage doors (raised panels shall not be considered decorative) with either glass inserts or have architectural design such as carriage style or similar.

2.4.2 Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

2.4.3 Curbing & Roadways. Lot Owner shall be responsible for repairing and/or replacing any curbing damaged during construction of the home. Damaged curbing shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. The Declarant is responsible for placing the surface course of asphalt on the public roadways; the Lot Owner is hereby notified that it may occur after the structure is built on the Lot. Prior to installing the surface course of paving, the Municipality will inspect the roadways and curbing, if the Declarant is notified by the Municipality that curbing needs replacement, the owner of the Lot shall be responsible for costs associated with the replacement of the damaged curbing.

2.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

2.5.1 Exterior Siding. All residences should be sided with vinyl (minimum vinyl thickness of .044"), cedar, cement board siding, stone, brick, or stucco. Fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and used on all locations except on windows with shutters. All corners shall be six inch (6") trim boards. Front Elevation should contain at least one prominent architectural feature such as a front porch or a minimum of 10% stone or brick accent material. If masonry is used on the exterior walls, it should whenever possible, terminate only at an inside corner. In the event it is not possible to terminate the masonry material at an inside corner, the material must then terminate at a corner board that is at least four (4) inches in width. Side elevations of homes shall require a minimum of two (2) architectural elements for each ranch elevation and three (3) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC.

2.5.2 Roof. A residence shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12, 8:12 for front facing gables, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

2.5.3 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48") in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) which is black in color. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Subject to ACC approval, fencing may be permitted

in the front yard in limited quantities subject to the other provisions of this Declaration. Fences shall be installed no closer than twenty-four inches (24") from any property line unless the Lot Owners mutually agree, in writing, to install a single fence along the property line. In such case, a variance request should be submitted to the Association and ACC. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade" or "master grade") of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.5 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies' requirements. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4') elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4') clearance between the fence and the pool. Owner is responsible to insure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.6 Mailboxes, CBU's & Lamppost:

(a) Mailboxes. The term "**mailbox**" shall mean the post and mailbox combination. Unless the U.S. Postal Service (the "**USPS**") requires CBUs in the Subdivision, the ACC shall select a standard mailbox for the Subdivision. The Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined by the USPS. If any mailbox is damaged, destroyed, stolen, or any other adverse effected, the Owner shall be solely responsible to repair the defect in a timely manner and at the Owner's expense. Each Owner is responsible to conform to USPS installation requirement. The ACC shall re-select the mailbox if the selected item is determined to no longer be available.

(b) CBUs. The term "**CBU**" shall mean the Cluster Box Unit installed along the roadway or in a Common Area serving the postal needs of each home. Unless the USPS allows mailboxes in the Subdivision, the Developer shall direct the HOA to install CBUs in locations as approved by the USPS. The Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined USPS. If any CBU is damaged, destroyed, stolen, or any other adverse effected, the HOA shall be responsible, on behalf of the Lot Owners, to repair the defect in a timely manner and at the HOA's expense. The HOA shall issue a single key for a box to a Lot Owner at the INITIAL occupancy of each home and the HOA shall retain the spare master key for each box. If a key is lost, not transferred when the home is sold, the HOA

shall make a copy of the key and charge the Owner the then-current rate as determined by the HOA.

(c) Lamppost. The term “*lamppost*” shall mean the post and lantern combination including lamps and other devices. The ACC shall select a standard lamppost for the Subdivision. The lamppost shall be purchased and installed by Owner, or Owner’s contractor, and shall be operational before occupancy. The lamppost must be located in the front yard, generally ten feet (10’) from the edge of the driveway and no more than fifteen feet (15’) from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls. The ACC shall re-select the lamppost if the selected item is determined to no longer be available.

(d) Installation; Maintenance. Each Owner shall maintain its mailbox (if required) and lamppost in good condition and working order. If an Owner does not install or maintain the mailbox or lamppost, the Association may install, repair, replace, or maintain the same as deemed necessary by the Association and charge Owner for such amount plus a fee for services rendered as determined by Association. Without limiting the authority of the Association, the costs of enforcing the covenants in this subsection may be assessed to an offending Owner or other method as set forth in Article 4. The HOA shall maintain the CBU’s and retain a master keys for each unit.

(e) Installation by Declarant. If Declarant, in its discretion, installs any mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

2.5.7 Utilities. All utilities servicing the Lot shall be installed underground.

2.5.8 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.5.9 Dog Kennels. Dog kennels shall not be allowed on any Lot even one would otherwise be permitted by Municipal ordinance or code.

2.5.10 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10’) away from any property lines.

2.5.11 Outbuildings. Storage sheds or outbuildings may be permitted by the ACC, provided that the following requirements have been satisfied.

(a) The maximum square footage shall not exceed 200 square feet.

(b) Door openings and all overhead doors shall not exceed 9’ in height.

- (c) Color, design, and building materials shall be consistent with existing home on the lot.
- (d) Underground electric shall be required for all sheds and outbuildings.
- (e) Site location, landscape plans, construction plans and survey must be approved by the ACC prior to construction of the same.
- (f) No lean-to or carport of any nature shall be allowed.
- (g) Building must be located within setback lines.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan. Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the “**Master Grading Plan**”) designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner’s Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant’s efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

2.6.2 Landscaping.

(a) Plantings. Each Lot with a home in the Subdivision must plant and maintain a tree at least six (6) feet in height and two (2) inches in diameter at breast height (dbh) every 60 feet of road frontage to be located on the property side of the Right of Way, with a minimum of two (2) – 2.5” caliper trees and one (1) – 2” caliper ornamental tree located in the front yard. Additionally, there must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

(b) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within one hundred twenty (120) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel,

mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within one hundred twenty (120) days of proper growing conditions which is anticipated to be from mid-April to mid-October.

2.6.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that conform to the Environmental Protection Agency's "WaterSense" criteria. If such criteria are no longer available, the ACC may substitute a different standard. Controllers shall be equipped with a precision soil sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations. If the model of controller specified above is, in the opinion of the ACC, no longer readily available or available at reasonable cost, the ACC may choose a different controller from time to time as the standard. The ACC may also permit use of other products from other manufacturers, with similar features, as "or equal" products.

2.6.4 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final, including any Lots which may be platted within the Expansion Area as provided in this Declaration, Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot.

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Amenity Area improvements and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, for all platted lots in the subdivision as of January 1st of that year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Amenity Area as provided in Section 7, and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements (including the Amenity Area, if any) damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. If the Association fails to maintain the Common Area as set forth herein, the Municipality, after proper notice to the Association, may cause such maintenance to be accomplished and may invoice the Association for the cost thereof. If such invoice is not paid in accordance with the period of time customary for the Municipality, the costs may be apportioned among the Owners of all Lots in the subdivision and placed on the next tax bill of each Lot.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Amenity Area or Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term "***residential purposes***" includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile

or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs.

6.1.3 Amenity Area. The Amenity Area shall be used for the purpose of miscellaneous recreational amenities (which may include, without limitation paved pathways and or other Amenities as determined by Declarant or Association) as decided by the Association, in its sole discretion.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and
- (b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and
- (c) no reptiles or un-caged birds shall be permitted; and
- (d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and
- (e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and
- (f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought and obtained, the permitted

Signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. “*Signs*” as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All Signs placed within easements or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act (“*CERCLA*”); Toxic Substances Control Act (“*TOCSA*”); Resource Conservation and Recovery Act (“*RCRA*”); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.11 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality and the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Storm Water Facilities shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Facilities are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builders Association (the “*MBA*”) Parade of Homes or similarly titled event in which members of the public are invited to inspect a number of Lots improved with homes constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and

may continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any Municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant's individual needs, if any. While the Parade of Homes is in progress, all construction activities must stop by 2:00 p.m. on weekdays and 10:00 a.m. on weekends and Labor Day. All debris must be properly disposed of and the streets in front of the Lots must be swept clean of mud and stones. Homes which are not included for inspection as a part of the Parade of Homes must be vacated by the Owners during the hours that the Parade of Homes is open to the public. Unbuilt Lots may be used for Parade of Homes parking as determined by Declarant. No home or Lot shall display any Signs indicating the builders, subcontractors, or any property for sale during the duration of the Parade of Homes, except those Signs allowed in accordance with the MBA's rules and regulations. If a Lot Owner fails to participate in the Parade of Homes after agreeing to do so, the Lot Owner shall reimburse the Declarant for any discounts, including but not limited to, Lot price reductions, mailboxes, lanterns, and other fees paid by the Declarant for the Parade of Homes Lot Owner or builder, that the Lot Owner received by being a participant to the Parade of Homes.

7.4 Amenity Area. The Declarant or, after the period of Declarant control has ended, the Association, may, in its sole discretion, construct various recreational amenities (which may include, without limitation, paved pathways and/or other amenities as determined by Declarant or Association) on those improvements on the Amenity Area. Each Owner shall have the right to use the Amenity Area as with any other Common Area, subject to the Rules. Nothing herein is a representation or warranty that any particular amenity will ever be installed or constructed, or as to the quality of any amenity which is installed or constructed. In adding to the Amenity Area, the Declarant or Association (under the conditions above) may install amenities and Common Improvements in any other Common Area.

7.4.1 Rules and Regulations. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including without limitation rules related to hours of use and permitted and prohibited activities and conduct.

7.4.2 Maintenance, Repair, and Replacement. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair and replace the Amenity Area to the extent determined necessary or advisable by the Association and as required by law.

7.4.3 Insurance. The Association shall insure the Amenity Area against direct loss or damage occasioned by fire, extended coverage perils and other hazards in amounts and with insurers reasonably chosen by the Association. Such insurance shall be issued in an amount without co-insurance at least equal to the full value any Building(s) and other improvements erected thereon. The Association shall also maintain general public liability insurance and such other insurance with coverage, in amounts and with insurers that the Association reasonably requires from time to time.

7.4.4 Annual Budget. The Association shall include in its annual budget an estimate of the total amount necessary to pay the costs for the following calendar year of operating, maintaining, repairing and replacing the Amenity Area. Expenses shall include without limitation all costs of employees, payroll taxes, materials, parking costs, insurance, services, management

fees, supplies, maintenance, repair, landscaping, fuel and power, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

7.4.5 Reserves. The Association, by its Board, shall establish, fund, and maintain a reasonable reserve for contingencies and replacements for the Amenity Area. The Association shall first charge against such reserve all extraordinary expenditures for the Amenity Area not originally included in the annual estimate which may become necessary during the year. If the annual budget proves inadequate for any reason (other than as a result of the failure by one or more unit owners in the Association to pay their assessments), the Board may, at any time, levy a further assessment, which shall be assessed in the same proportion as other general assessments.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an “agreed amount” and a “replacement cost” endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit

anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, or the rights of Mortgagees under Article 10, without the express written consent of Declarant or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Area by Declarant in its discretion or vacant land in the Expansion Area that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of Association or Lot Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association, provided however, that any amendments to the restrictions where the Municipality is involved may require the approval by the Municipality.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- (b) A lapse, cancellation or material modification of any Association Insurance; and
- (c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

- (a) may use the Common Areas or Amenity Area, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home".
- (b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant. Additionally, the right to grant easements upon, over, through and across the Common Areas as may be required in Declarant's sole opinion for furnishing any kind of utility services, maintenance and replacement thereof, drainage, grading, communications or public purposes including, which easements may be granted to itself or its nominee and as may be necessary for

excavation and construction of any Buildings or for ingress and egress and maintenance and replacement thereof, to, from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a “bulk” or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a “sale” for purposes of this Section.

11.2 Addition to or Subtraction from the Subdivision. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Area to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an “Expansion”.

11.2.1 Expansion. Declarant reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time). The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 11 as though it were a part of the original Subdivision.

11.2.2 Procedure for Expansion. Declarant shall add to the Subdivision by recording with the Register of Deeds one or more amendments to this Declaration setting forth the legal description of the area so affected. An amendment creating an Expansion need be executed only by the Declarant and does not require consent from or notice to any other person.

11.2.3 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the land being subjected to this Declaration; (b) set forth such other limitations on such future Lots as Declarant may desire not inconsistent with this Declaration; and (c) set forth such other information as is reasonable to facilitate the Expansion and the integration of the area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.4 Modification of Budget and Assessments. Upon each such Expansion, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion or subtraction. Any assessments prior to the addition or subtraction of the area affected by the Expansion or subtraction will be pro-rated and adjusted by the Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner under the initial Declaration. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could

increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.5 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded with the Register's Office.

11.2.6 Effect of Expansion on Common Areas. To the extent that Owners have a tenancy in common interest in Common Areas prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Common Areas by virtue of this tenancy in common interest, shall attach, by operation of law, to the new percentage interests in the Common Areas appurtenant to the Lot on which it has its lien.

11.2.7 Reserved Easements. Declarant reserves easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion areas; marshaling of construction materials and personnel for improvements made to the Expansion area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area

provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, may need to be presented and approved by the Municipality prior to such termination.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

Hillside Ridge, LLC,
a Wisconsin limited liability company

By: Neumann Developments, Inc., sole Member

By:

Steve DeCleene, President

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this day of , 20 , the above named Steve DeCleene, President of Neumann Developments, Inc. sole member of Hillside Ridge, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

Name: _____
Notary Public, State of Wisconsin
My commission: _____

This instrument was drafted by:

Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

EXHIBIT A

Hillside Ridge Phase 1

Legal Description

1. The Subdivision consists of all Lots and Outlots in the Plat of Hillside Ridge Phase 1, Lisbon, Waukesha County, Wisconsin.

2. Consisting of the following portions of the Subdivision:

Lots 1-9 & 37-48 and Outlots 1, 5, & 6

EXHIBIT B

Plat



July 23, 2020

Chairperson Osterman and Town Board Members
Town of Lisbon
N23N8676 Woodside Road
Lisbon, WI 53089

RE: Haass Farms Subdivision Final Plat Review

Dear Town Board Members:

The above-referenced final plat was received in our office for review on behalf of the Town of Lisbon. The applicant, Mike Kaerek of MK/S-EP LLC, is proposing a single-family subdivision situated north of Twin Pine Farm II, south of Songbird Meadows, west of Peppers Ridge, and east of Hideaway Acres.

The applicant has submitted the following materials for review:

- Final Plat (received June 22, 2020)
- Stormwater Management Plan (received June 11, 2020)
- Civil Plans (received June 4, 2020)
- Declaration of Restrictive Covenants (received March 24, 2020)
- Boulevard landscape plan (received June 17, 2020)

Summary

The Haass Farms Preliminary Plat was conditionally approved by the Town Board on June 24, 2019. A revised Preliminary plat was submitted June 2, 2020 which addressed the Town's conditions of approval. The Plan Commission recommended approval of the Final Plat at the July 9th meeting.

The 67-acre plat consists of 43 lots, six (6) outlots, and public rights-of-way (ROW). The lots have an average size of 47,091 square feet and will utilize well and septic systems. Six (6) outlots provide common open space and stormwater management areas.

The plat would dedicate the southern half of Hickory Road, a designated collector road, in order to establish the full road right-of-way; however, no lots would take access from Hickory Road. Lots will be accessed by internal streets consisting of a westward extension of Red Fox Run and a northward extension of Monarch Drive, and an internal "looped" roadway configuration ("North Red Fox Run" and "North Red Fox Run") and two cul-de-sacs ("Hampton Court" and "Wilshire Court").

Construction Plans and the Stormwater Management Plan were submitted in June and approved by the Town Engineer and Waukesha County (the County stormwater permit was issued June 11th). A letter of credit has been provided to the Town and fees have been paid. The developer has opted to pay a fee in lieu of fire water storage tanks. The Development Agreement was approved in July 2019 and executed in January of 2020.

The plat is subject to extraterritorial review by the Village of Richfield. It has been approved by the Village Plan Commission and is scheduled for the July 23rd Village Board meeting.

vision to reality

Background Information

Property owner: MK/S-EP LLC

Location: South of Hickory Road and west of Lake Five Road

Tax Key: LSBT0167999

Adjacent land uses and zoning:

- North: Single-family residential neighborhood Songbird Meadows, north of Hickory Road;
- South: Single-family residential neighborhood Twin Pine Farm II;
- East: Single family residential neighborhood Peppers Ridge;
- West: Single-family residential neighborhood Hideaway Acres (Town of Merton)



Existing and Proposed Zoning: R-1 Suburban Single-Family Residential

Future Land Use: "Suburban I Density Residential" (see inset map image)

Consistency with Comprehensive Plan

Suburban I Density Residential is defined as residential development ranging from 1.5 to 2.9 acres per dwelling unit. The proposed final plat provides for an overall plat density of 1.56 acres per lot, consistent with this density policy.

Consistency with Zoning

The land was rezoned to R-1: Suburban Single Family Residential in March of 2019. The R-1 district sets a minimum lot width of 150 feet, minimum lot size of 1 acre, and a front yard setback of 50 feet. The final plat layout is consistent with the zoning standards.

Plat Review Comments

The plat substantially conforms to the adopted Preliminary plat. It contains 11 double-frontage lots; however, the locations are necessary to provide additional ROW for adjacent Hickory Road. No direct access will be allowed to Hickory Road. The plat also includes a 30' landscaping easement along Hickory Road and Lake Five Road. The plat complies with all of the lot requirements under Chapter 12, Sec. 7.06.

1. Chapter 12 Sec. 7.01 (i) states that street names shall not duplicate or be similar to existing street names elsewhere in the Town. Street names shall be approved by the Town and by Waukesha County.
2. There are a few ordinance standards that require waivers based on the plat layout. The Town may have approved these waivers during the preliminary plat approval; however no record of this was found so it is recommended that the Town Board confirm the following are acceptable (these waivers were approved by the Plan Commission at their July 9, 2020 meeting):

- Sec. 7.03 requires a minimum diameter of 120 feet for cul-de-sac ROW and 90 feet for pavement; the approved construction plans provide 120 feet and 81 feet, respectively.
 - Sec. 7.05 sets a minimum block length 400 feet unless otherwise dictated by exceptional topography or other limiting factors of good design. The blocks along the south side of Red Fox Run are technically short of the required length.
 - Sec. 7.03(g) requires a minimum tangent of 100 feet between curves; a waiver to this was previously approved by the Town for the north-south stretch of Red Fox Run.
3. (Informational only) Chapter 12 states that driveways with preplanned locations be shown on the plat. The Plan Commission recommended an access restriction on Lot 29 to limit access on Red Fox Run from Lake Five Road extending west to the west end of the boulevard island. The plat provides this.
 4. (Informational only) The building setbacks in places vary from the typical R-1 zoning requirement (50' setbacks and 20' offsets, see plat sheet 3), providing larger setbacks than the minimum required. These reflect drainage easements, efforts to protect existing trees (in the case of lots 7-10), and County-required 50' offsets from storm ponds.
 5. (Informational only) The applicants modified the drainage easement across lots 17-20 because it overlapped with the landscape easement along Hickory Road. This addressed the comment. Additionally, the Town Engineer has confirmed he has no concerns with the new configuration, and that no changes are needed to engineering plans as a result of this change.
 6. (Informational only) Sec.7.03(j) requires boulevard entrance at least 50' long x 20' wide, with landscaping to be approved by the Plan Commission. The applicant provided the details for the island on the Overall Basin Seeding Plan dated 6/17/2020. The proposed planting plan was acceptable to the Plan Commission.
 7. (Informational only) Any required landscaping shall be installed per the approved Landscaping Plan, with installation to be field verified by the Town Engineer.
 8. (Informational only) Sec. 7.03(j) also requires monument/ground signage in the boulevard island as long as it meets Town ordinances and does not interfere with vision triangles on the plat. The applicant intends to submit signage plans at a later date. Any new proposed subdivision signage shall require a sign permit application submitted to the Town Plan Commission for review and approval.

Recommendation – Final Plat

If the Town Board would require additional information they have the ability to request it; however the Board is obligated by ordinance to approve, conditionally approve, or reject the plat within 60 days of the submittal. If the Board is comfortable with the final plat, they may conditionally approve it subject to the comments above as well as the following standard conditions of approval:

1. The Developer is subject to satisfying all comments, conditions, and concerns of the Town Planner (as noted above) and the Town Engineer. This includes compliance with the Town's adopted Land Division Review Checklist and Subdivision Control Ordinance; and all reviewing, objecting, and approving bodies, which may include but not be limited to the State of Wisconsin Department of Commerce per Chapter 236, Wisconsin Statutes and Chapter COMM 85, Wisconsin Administrative Code; State of Wisconsin Department of Administration per Chapter 236, Wisconsin Statutes; the Waukesha County Department of Parks and Land Use (including the Planning and Zoning Division, Parks System Division, Land Resources Division, and Environmental Health Division) and the

Waukesha County Department of Public Works; in regard to the Preliminary plat, and obtaining all necessary permits and approvals, prior to commencing construction of any improvement, whether public or private, or site development or approval of the final plat whichever is earlier.

2. Subject to the Developer submitting and receiving from the Town Attorney and the Town Engineer, the approval of a Developer's Agreement for the improvements (including all public, private, and site development improvements), prior to commencing construction of any improvement, whether public or private, or site development or approval of the final plat, whichever is earlier.
3. Subject to the Developer submitting to the Town Clerk and receiving approval as to form from the Town Attorney and as to amount from the Town Engineer, a letter of credit or cash for the improvements (including all public, private, and site development improvements), prior to commencing construction of any improvement, whether public or private, or site development or approval of the final plat, whichever is earlier.
4. Subject to the Developer submitting to and receiving from the Town Board, Town Attorney, Town Planner, and Town Engineer, approval of the final draft of the deed restrictions prior to the approval of the final plat.
5. The Petitioner shall, on demand, reimburse the Town for all costs and expenses of any type that the Town incurs in connection with this development. This includes the cost of professional services incurred by the Town (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
6. Any unpaid bills owed to the Town by the subject property owner, his/her tenants, operators, or occupants, for reimbursement of professional fees (as described above); for personal property taxes; for real property taxes; or for licenses, permit fees, or any other fees owed to the Town; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of billing by the Town, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town, including possible cause for termination of the conditional approval.
7. Subject to the Developer applying for and receiving from the Town BOA, Town Plan Commission, Town Board, and Waukesha County, all necessary variances and waivers (if any) to the Town of Lisbon Zoning Ordinance and the Town of Lisbon Subdivision Control Ordinance prior to commencing construction of any improvement, whether public or private, or site development or approval of the final plat, whichever is earlier.

The issues outlined above are meant to act as a guide to assist the Board in discussing any issues the Board thinks need to be addressed in order to approve this plat.

Sincerely,

Rachel Holloway, AICP
Town Planner

Joshua Langen, AICP
Town Planner

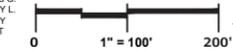
cc: Steven Braatz, Interim Clerk-Treasurer, Town of Lisbon
Mitch Leisses, PE, Kunkel Engineering
Michael Van Kleunen, Cramer, Multhauf & Hammes, LLP
Sandy Scherer, Waukesha County Town Assistance Planner

HAASS FARMS

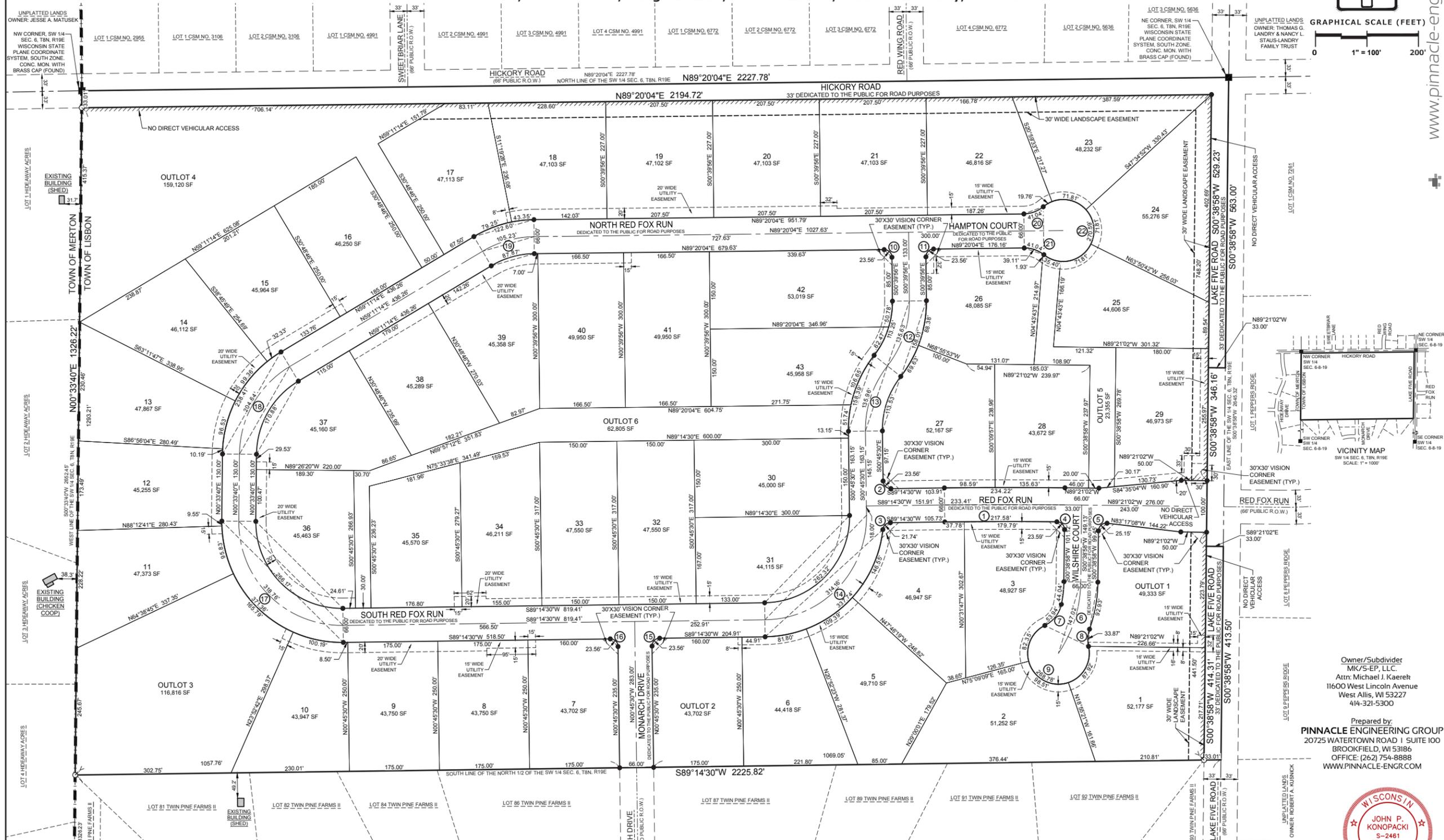
Lot 1 Certified Survey Map No. 5137, and additional lands in the Northwest 1/4 and Northeast 1/4 of the Fractional Southwest 1/4 of Section 6, Town 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin



GRAPHICAL SCALE (FEET)



www.pinnacle-engr.com



Owner/Subdivider
MK/S-EP, LLC
Attn: Michael J. Kaerek
11600 West Lincoln Avenue
West Allis, WI 53227
414-321-5300

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM



Date: JUNE 4, 2020
Revised: JULY 22, 2020

REFERENCE BEARING: THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 19 EAST, WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF NORTH 89°20'04" EAST PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927).

REFERENCE BENCHMARK: 1044.28 (NGVD 29F) RAILROAD SPIKE, AT GRADE, IN THE NORTHEAST FACE OF POWER POLE NO. 02-09479, LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION OF HICKORY ROAD AND LAKE FIVE ROAD.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

LEGEND:
○ - Denotes Found 2" O/D Iron Pipe
● - Denotes Set 1-1/4" X 18" Iron Rebar, 4.3 LBS./FT.
● - All other corners set are 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
● - Denotes lot areas to the nearest square foot.

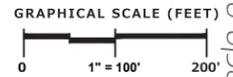
All distances computed to the nearest 0.01'
All angles computed to the nearest 00°00'00.05" and measured to the nearest 00°00'01"

NOTES:
1. SEE DRAINAGE EASEMENTS, DRAINAGE EASEMENTS FOR STORM WATER MANAGEMENT, PERMANENT GRADING AND DRAINAGE EASEMENT, WELL SETBACKS AND TOP OF POND ON SHEET 2.
2. SEE BUILDING SETBACK LINE ON SHEET 3
3. SEE ADDITIONAL NOTES, AND CURVE DATA ON SHEET 4.

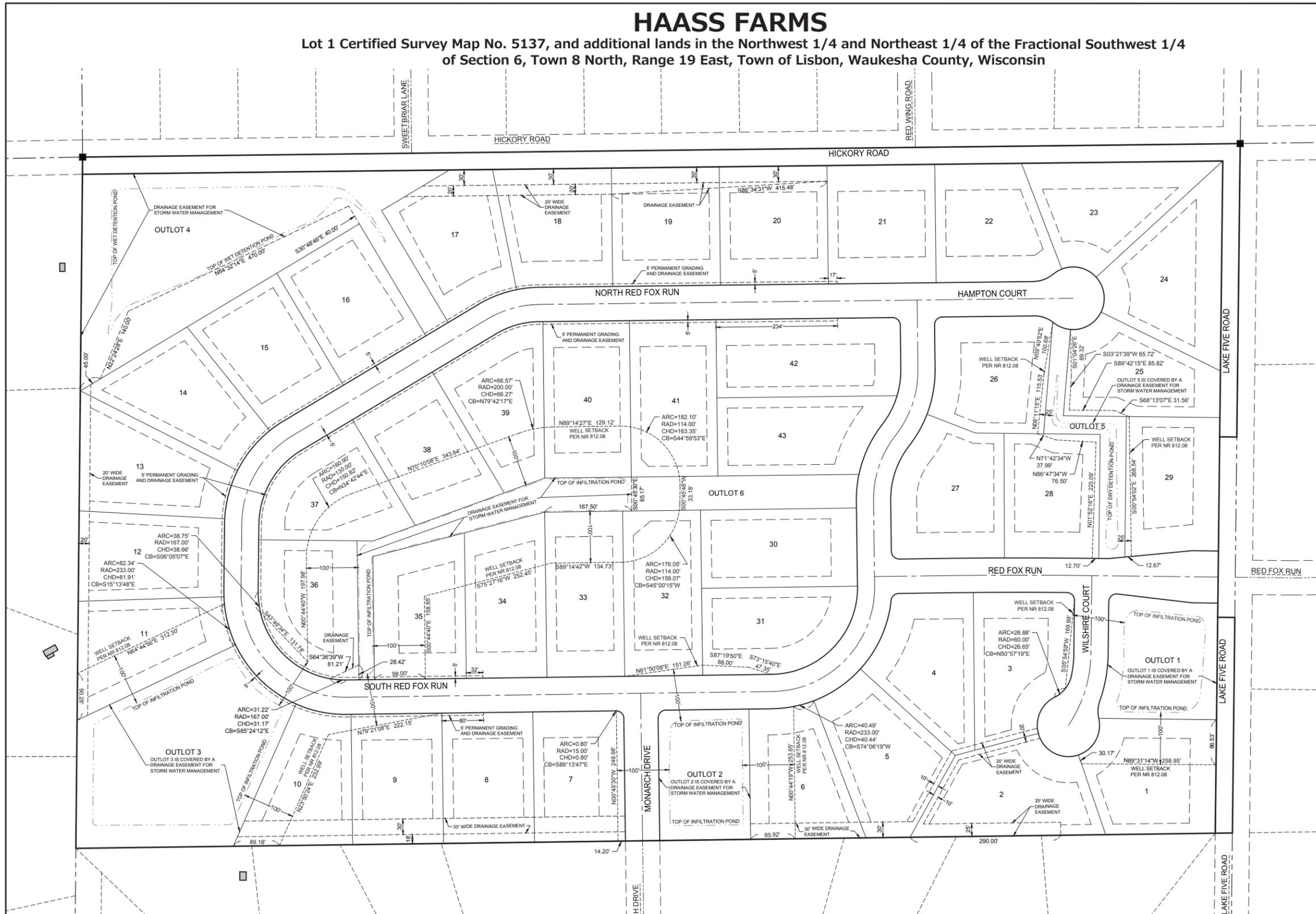
This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

HAASS FARMS

Lot 1 Certified Survey Map No. 5137, and additional lands in the Northwest 1/4 and Northeast 1/4 of the Fractional Southwest 1/4 of Section 6, Town 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin



www.pinnacle-engr.com



REFERENCE BEARING: THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 19 EAST, WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF NORTH 89°20'04" EAST PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927).

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



REFERENCE BENCHMARK: 1044.28 (NGVD 29F) RAILROAD SPIKE, AT GRADE, IN THE NORTHEAST FACE OF POWER POLE NO. 02-09479, LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION OF HICKORY ROAD AND LAKE FIVE ROAD.



Date: JUNE 4, 2020
Revised: JULY 22, 2020

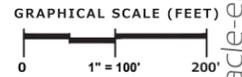
This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

Owner/Subdivider
MK/S-EP, LLC
Attn: Michael J. Kaerch
11600 West Lincoln Avenue
West Allis, WI 53227
414-321-5300

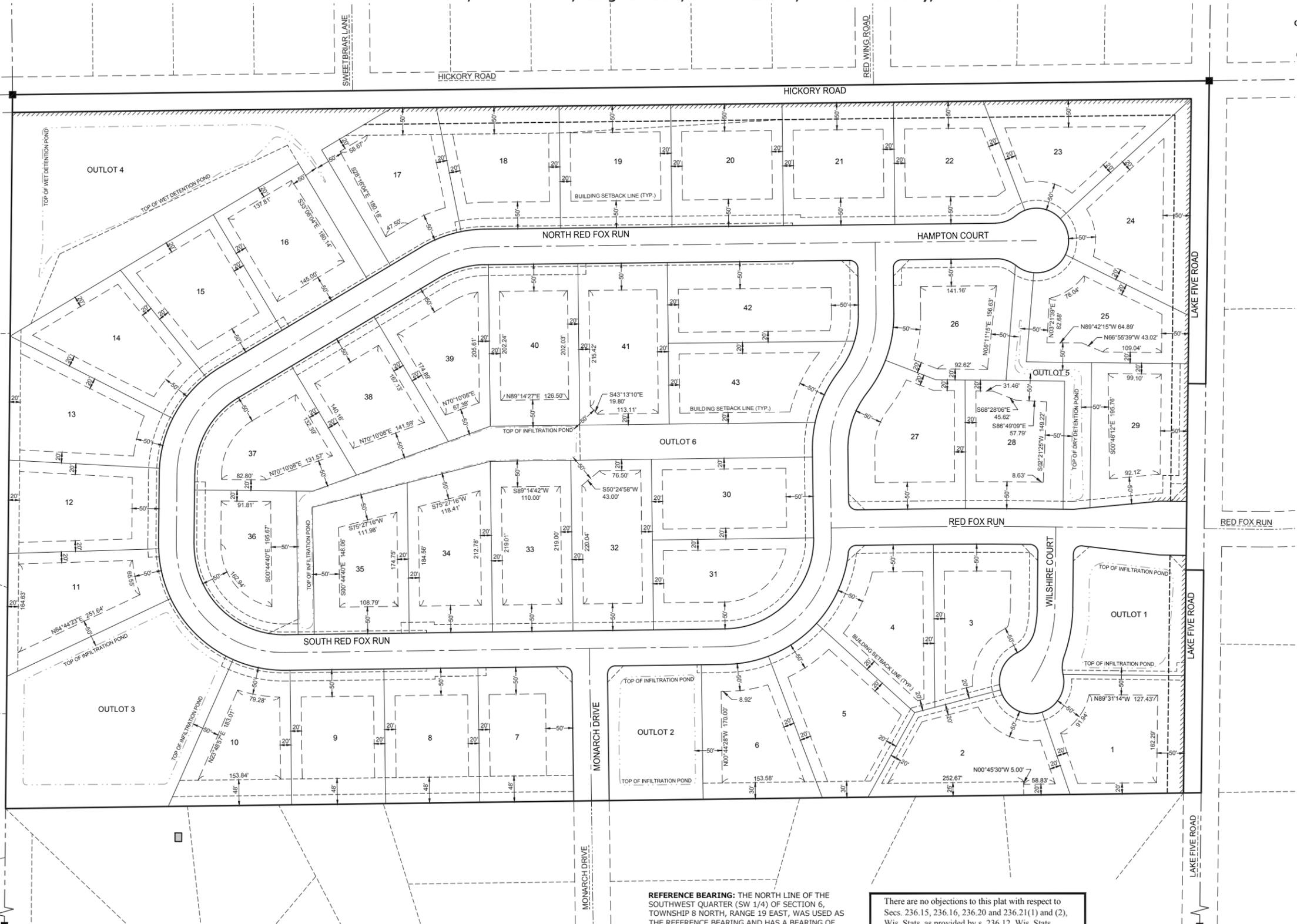
Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

HAASS FARMS

Lot 1 Certified Survey Map No. 5137, and additional lands in the Northwest 1/4 and Northeast 1/4 of the Fractional Southwest 1/4 of Section 6, Town 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin



www.pinnacle-engr.com



REFERENCE BEARING: THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 19 EAST, WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF NORTH 89°20'04" EAST PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927).

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____
 Department of Administration



Date: JUNE 4, 2020
 Revised: JULY 22, 2020

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

Owner/Subdivider
 MK/S-EP, LLC
 Attn: Michael J. Kaerch
 11600 West Lincoln Avenue
 West Allis, WI 53227
 414-321-5300

Prepared by:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888
 WWW.PINNACLE-ENGR.COM

REFERENCE BENCHMARK: 1044.28 (NGVD 29F) RAILROAD SPIKE, AT GRADE, IN THE NORTHEAST FACE OF POWER POLE NO. 02-09479, LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION OF HICKORY ROAD AND LAKE FIVE ROAD.



HAASS FARMS

Lot 1 Certified Survey Map No. 5137, and additional lands in the Northwest 1/4 and Northeast 1/4 of the Fractional Southwest 1/4 of Section 6, Town 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, divided and mapped all of Lot 1 of Certified Survey Map No.5137, as recorded in the Register of Deeds office for Waukesha County as Document No. 1400111, and additional lands, all being a part of the Northwest 1/4 and Northeast 1/4 of the fractional Southwest 1/4 of Section 6, Township 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin described as follows:

Beginning at the northwest corner of the fractional Southwest 1/4 of said Section 6; thence North 89°20'04" East along the north line of said fractional Southwest 1/4, 2227.78 feet to the northeast corner of said fractional Southwest 1/4; thence South 00°38'58" West along the east line of said fractional Southwest 1/4, 563.00 feet; thence North 89°21'02" West, 33.00 feet to the northeast corner of Lot 1 of said Certified Survey Map; thence South 00°38'58" West along the east line of said Lot 1, 346.16 feet to the southeast corner of said Lot 1; thence South 89°21'02" East, 33.00 feet to the aforesaid east line of said fractional Southwest 1/4; thence South 00°38'58" West along said east line, 413.50 feet to the south line of the North 1/2 of said fractional Southwest 1/4; thence South 89°14'30" West along said south line, 2225.82 feet to the west line of said fractional Southwest 1/4; thence North 00°33'40" East along the said west line, 1326.22 feet to the Point of Beginning.

Containing 2,937,059 square feet (67.4256 acres), more or less.

That I have made such survey, land division and map by the direction of MK/S-EP, LLC, owner of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the Town of Lisbon Land Division and Platting Ordinance in surveying, mapping and dividing the lands within the subdivision.

Date: JUNE 4, 2020
Revised: JULY 22, 2020



John P. Konopacki
Professional Land Surveyor S-2461

OWNER'S CERTIFICATE OF DEDICATION

MK/S-EP, LLC., a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

MK/S-EP, LLC. also certifies that this plat is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- Town of Lisbon
- Wisconsin Department of Administration
- Waukesha County Parks and Land Use Department
- Village of Richfield

IN WITNESS WHEREOF, the said MK/S-EP, LLC., has caused these presents to be signed by Michael J. Kaerek, its member, at (city) _____ County, Wisconsin, on this _____ day of _____, 20__.

In the presence of: MK/S-EP, LLC.

Michael J. Kaerek, Member

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20__, Michael J. Kaerek, member, of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such member of said limited liability company and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 20__.

Date _____ Name & Title _____

STATE OF WISCONSIN)
_____ COUNTY) SS

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 such officer of said corporation and acknowledged the same.

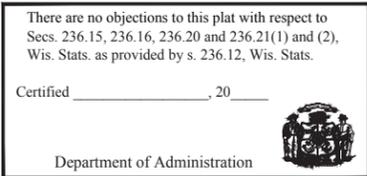
Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.
- Dimensions along curves are arc lengths.
- All roads within this plat are dedicated to the public.
- All easements are granted to the Town of Lisbon unless otherwise stated.
- FLOOD ZONE CLASSIFICATION:** The property lies within In Zone "X" of the Flood Insurance Rate Map Community Panel No. 55133C0066H with an effective date of November 5, 2014.
- OUTLOT STATEMENT:** Outlot statement: each individual lot owner shall have an undividable fractional ownership in Outlots 1 thru 6. Waukesha County and the Town of Lisbon shall not be liable for any fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision be reason of tax delinquency. Outlot 1 contains a landscape easement and is covered by a drainage easement for storm water management. Outlots 2 thru 6 contain drainage easements for storm water management.
- BASEMENT RESTRICTION:** Although all the lots in this Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, they may contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. Basement floor surfaces shall be built a minimum of eighteen (18) inches above the seasonal high water table elevation, as documented in the soil evaluation and shall avoid hydric soils as much as possible. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

8. STORM WATER MANAGEMENT / DRAINAGE NOTES:

- All lands within areas labeled "Drainage Easement" are reserved for storm water collection, conveyance, treatment or infiltration.
- The maintenance agreement may contain specific maintenance requirements for these areas.
- Surface water drainage areas may not be filled. Surface water drainage easements shall be maintained by the individual lot owners.
- Final grade for surface water drainage easements shall be maintained.
- No structure may be placed upon he surface water drainage easement areas.
- Landscape shall be restricted to ground cover.
- If drainage easement are not adequately maintained, the Town of Lisbon may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. of cubch. VI of ch. 66 Wis. Stats.
- The Town of Lisbon, or their designee, is authorized access to all storm water management areas for the purpose of inspection, maintenance and repair of the storm water management facilities.
- VISION CORNER RESTRICTIONS:** The height of all plantings, berms, fences, signs or other structures within the vision corner easement is limited to 24 inches above the elevation of the center of the intersection. No access to any roadway shall be permitted within the vision corner easements.
- 30' landscape easement is reserved for the planting of trees, shrubs. The building of structures hereon is prohibited. The landscaping easement impacts Outlot 1, Lots 1, 17-25 and 29. The 30' landscape easement is granted to the Haass Farms Homeowners Association.
- All wells shall be located within 50' of the front lot line to ensure proper separation to septic systems and storm water management systems.



TOWN PLAN COMMISSION APPROVAL CERTIFICATE

Resolved, that the plat known as HAASS FARMS, being a part of the Northwest 1/4 and Northeast 1/4 of the fractional Southwest 1/4 of Section 6, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, is hereby approved by the Town Plan Commission on this _____ day of _____, 20__.

Joseph Osterman, Town Chairman

Jane Stadler, Plan Commission Secretary

TOWN BOARD APPROVAL CERTIFICATE

Resolved, that the plat known as HAASS FARMS, being a part of the Northwest 1/4 and Northeast 1/4 of the fractional Southwest 1/4 of Section 6, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, is hereby approved by the Town Board. The Town of Lisbon also hereby approves and accepts all dedications shown hereon.

All conditions have been met as of this _____ day of _____, 20__.

Joseph Osterman, Town Chairman

We hereby certify the foregoing is a true and correct copy of a resolution adopted by the Town Board of the Town of Lisbon this _____ day of _____, 20__.

Joseph Osterman, Town Chairman

Steven A. Braatz, Jr., Interim Clerk-Treasurer

VILLAGE OF RICHFIELD PLAN COMMISSION EXTRA-TERRITORIAL APPROVAL CERTIFICATE

Resolved, that the plat known as HAASS FARMS, being a part of the Northwest 1/4 and Northeast 1/4 of the fractional Southwest 1/4 of Section 6, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, is hereby approved by the Village Plan Commission on this _____ day of _____, 20__.

Ken Meeks, Chairman

I hereby certify the foregoing is a true and correct copy of a resolution adopted by the Village Plan Commission of the Village of Richfield this _____ day of _____, 20__.

Donna Cox, Deputy Clerk

VILLAGE OF RICHFIELD VILLAGE BOARD EXTRA-TERRITORIAL APPROVAL CERTIFICATE

Resolved, that the plat known as HAASS FARMS, being a part of the Northwest 1/4 and Northeast 1/4 of the fractional Southwest 1/4 of Section 6, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, is hereby approved by the Village Board on this _____ day of _____, 20__.

John Jeffords, Village President

I hereby certify the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Richfield this _____ day of _____, 20__.

Jim Healy, Village Clerk

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL CERTIFICATE

The plat known as HAASS FARMS, which has been filed for approval as required by Chapter 236 of the Wisconsin State Statutes, is hereby approved on this _____ day of _____, 20__.

Dale R. Shaver, Director

TOWN OF LISBON TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Steven A. Braatz, Jr., being duly appointed, qualified and acting Interim Clerk-Treasurer of the Town of Lisbon, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____, 20__ on any of the lands included in the plat of HAASS FARMS.

Date _____

Steven A. Braatz, Jr., Interim Clerk-Treasurer

WAUKESHA COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Pamela F. Reeves, being duly elected appointed, qualified and acting County Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unpaid taxes and no unredeemed tax sales or special assessments as of _____, 20__ on any of the lands included in the plat of HAASS FARMS.

Date _____

Pamela F. Reeves, County Treasurer

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by MK/S-EP, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee.

WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, Grantee, and

SPECTRUM MID-AMERICA, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots, also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

REFERENCE BEARING: THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 19 EAST, WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF NORTH 89°20'04" EAST PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927).

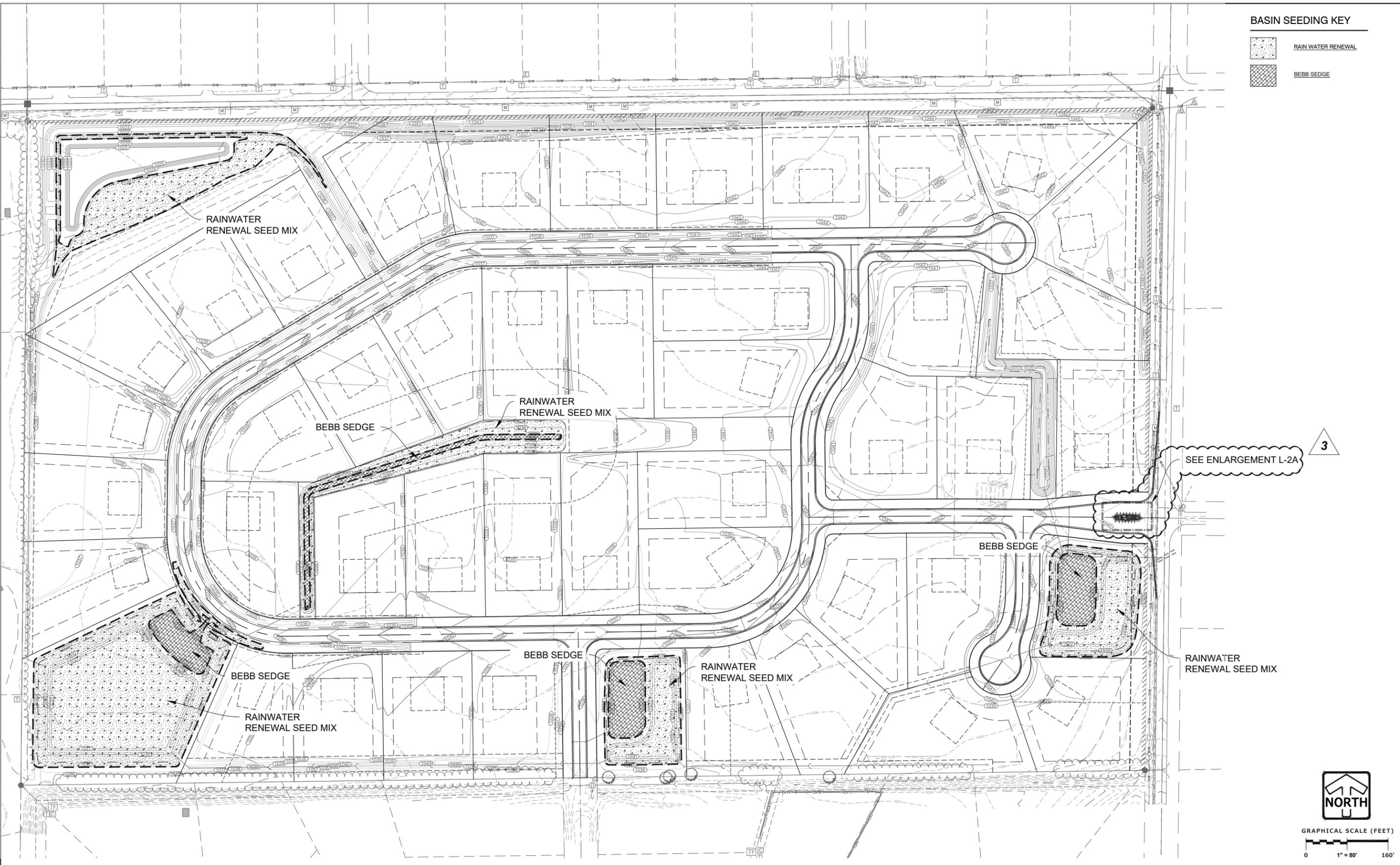
REFERENCE BENCHMARK: 1044.28 (NGVD 29F) RAILROAD SPIKE, AT GRADE, IN THE NORTHEAST FACE OF POWER POLE NO. 02-09479, LOCATED IN THE INTERSECTION CORNER OF THE NORTHWEST OF HICKORY ROAD AND LAKE FIVE ROAD.

CURVE TABLE								
CURVE NO.	LOT NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CH LENGTH	TANGENT IN	TANGENT OUT
1 NORTH	-	234.22'	9532.65'	1°24'28"	S89°56'44"W	234.21'	N89°21'02"W	S89° 14' 30"W
-	28	135.63'	9532.65'	0°48'55"	N89°45'29"W	135.63'		
-	27	98.59'	9532.65'	0°35'33"	S89°32'17"W	98.59'		
1 CL	-	233.41'	9499.65'	1°24'28"	S89°56'44"W	233.40'	N89°21'02"W	S89° 14' 30"W
1 SOUTH	-	217.57'	9466.65'	1°19'01"	S89°54'00"W	217.57'	N89°26'29"W	S89° 14' 30"W
-	3	179.79'	9466.65'	1°05'17"	N89°59'08"W	179.79'		
-	4	37.78'	9466.65'	0°13'43"	S89°21'22"W	37.78'		
2	27	23.56'	15.00'	90°00'00"	N45°45'30"W	21.21'	N00°45'30"W	S89° 14' 30"W
3	4	21.74'	15.00'	83°03'07"	S47°42'56"W	19.89'	S89°14'30"W	S06° 11' 23"W
4	3	23.59'	15.00'	90°05'27"	S44°23'46"E	21.23'	S00°38'58"W	S89° 26' 29"E
5	O.L. 1	25.15'	15.00'	96°03'54"	S48°40'55"W	22.31'	N83°17'08"W	S00° 38' 58"W
6 WEST	3	44.04'	217.00'	11°37'38"	S06°27'47"W	43.96'	S12°16'36"W	S00° 38' 58"W
6 CL	-	147.02'	250.00'	33°41'43"	S17°29'49"W	144.91'	S34°20'41"W	S00° 38' 58"W
6 EAST	O.L. 1	92.93'	283.00'	18°48'56"	S10°03'26"W	92.52'	S19°27'54"W	S00° 38' 58"W
7	3	53.94'	60.00'	51°30'37"	S38°11'55"W	52.14'	S63°47'14"W	S12° 16' 36"W
8	O.L. 1	33.87'	60.00'	32°20'34"	S03°17'36"W	33.42'	S19°27'54"W	S12° 52' 41"E
9	-	268.78'	60.00'	256°39'55"	S64°32'44"E	94.13'	S63°47'14"W	N12° 52' 41"W
-	3	82.35'	60.00'	78°38'05"	S24°28'11"W	78.03'		
-	2	98.51'	60.00'	94°04'30"	S61°53'06"E	87.82'		
-	1	87.92'	60.00'	83°57'20"	N29°05'59"E	80.26'		
10	42	23.56'	15.00'	90°00'00"	S45°39'56"E	21.21'	S00°39'56"E	N89° 20' 04"E
11	26	23.56'	15.00'	90°00'00"	S44°20'04"W	21.21'	S89°20'04"W	S00° 39' 56"E
12 WEST	-	113.25'	167.00'	38°51'23"	S18°45'45"W	111.10'	S38°11'27"W	S00° 39' 56"E
-	42	50.78'	167.00'	17°25'18"	S08°02'43"W	50.58'		
-	43	62.47'	167.00'	21°28'05"	S27°28'24"W	62.11'		
12 CL	-	135.63'	200.00'	38°51'23"	S18°45'45"W	133.05'	S38°11'27"W	S00° 39' 56"E
12 EAST	-	158.01'	233.00'	38°51'23"	S18°45'45"W	155.00'	S38°11'27"W	S00° 39' 56"E
-	26	88.38'	233.00'	21°44'03"	S10°12'05"W	87.86'		
-	27	69.63'	233.00'	17°07'20"	S29°37'47"W	69.37'		
13 WEST	-	158.39'	233.00'	38°56'57"	S18°42'58"W	155.36'	S38°11'27"W	S00° 45' 30"E
-	43	106.65'	233.00'	26°13'33"	S25°04'40"W	105.72'		
-	O.L. 6	51.74'	233.00'	12°43'23"	S05°36'12"W	51.63'		
13 CL	-	135.96'	200.00'	38°56'57"	S18°42'58"W	133.36'	S38°11'27"W	S00° 45' 30"E
13 EAST	27	113.53'	167.00'	38°56'57"	S18°42'58"W	111.35'	S38°11'27"W	S00° 45' 30"E
14 WEST	31	262.32'	167.00'	90°00'00"	S44°14'30"W	236.17'	S89°14'30"W	S00° 45' 30"E
14 CL	-	314.16'	200.00'	90°00'00"	S44°14'30"W	282.84'	S89°14'30"W	S00° 45' 30"E
14 EAST	-	337.74'	233.00'	83°03'07"	S47°42'56"W	308.94'	S89°14'30"W	S06° 11' 23"W
-	4	146.55'	233.00'	36°02'18"	S24°12'32"W	144.15'		
-	5	109.39'	233.00'	26°53'56"	S55°40'39"W	108.39'		
-	6	81.80'	233.00'	20°06'53"	S79°11'03"W	81.38'		
15	O.L. 2	23.56'	15.00'	90°00'00"	S44°14'30"W	21.21'	S89°14'30"W	S00° 45' 30"E
16	7	23.56'	15.00'	90°00'00"	N45°45'30"W	21.21'	N00°45'30"W	S89° 14' 30"W
17 SOUTH	-	371.36'	233.00'	91°19'10"	N45°05'55"W	333.28'	N00°33'40"E	S89° 14' 30"W
-	10	100.19'	233.00'	24°38'12"	N78°26'24"W	99.42'		
-	O.L. 3	165.79'	233.00'	40°46'03"	N45°44'16"W	162.31'		
-	11	95.83'	233.00'	23°33'55"	N13°34'17"W	95.16'		
-	12	9.55'	233.00'	2°20'59"	N00°36'50"W	9.56'		
17 CL	-	318.76'	200.00'	91°19'10"	N45°05'55"W	286.08'	N00°33'40"E	S89° 14' 30"W
17 NORTH	36	266.17'	167.00'	91°19'10"	N45°05'55"W	238.88'	N00°33'40"E	S89° 14' 30"W
18 WEST	-	238.41'	233.00'	58°37'34"	N29°52'27"E	228.15'	N59°11'14"E	N00° 33' 40"E
-	12	10.19'	233.00'	2°30'16"	N01°48'48"E	10.18'		
-	13	96.53'	233.00'	23°44'16"	N14°56'04"E	95.84'		
-	14	99.36'	233.00'	24°25'58"	N39°01'12"E	98.61'		
-	15	32.33'	233.00'	7°57'03"	N55°12'42"E	32.31'		
18 CL	-	204.64'	200.00'	58°37'34"	N29°52'27"E	195.83'	N59°11'14"E	N00° 33' 40"E
18 EAST	37	170.88'	167.00'	58°37'34"	N29°52'27"E	163.52'	N59°11'14"E	N00° 33' 40"E
19 NORTH	-	122.60'	233.00'	30°08'50"	N74°15'39"E	121.19'	N89°20'04"E	N59° 11' 14"E
-	17	79.25'	233.00'	19°29'18"	N68°55'53"E	78.87'		
-	18	43.35'	233.00'	10°				

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC
 DESIGNED: D.B. REVIEWED: ASZ
 DRAFTED: D.B.

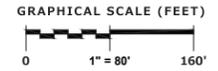
BASIN SEEDING KEY

	RAIN WATER RENEWAL
	BEBB SEDGE



3

SEE ENLARGEMENT L-2A




PINNACLE ENGINEERING GROUP
 PLAN | DESIGN | DELIVER
 www.pinnacle-engr.com

 WISCONSIN OFFICE:
 20725 WATERTOWN ROAD SUITE 100
 BROOKFIELD, WI 53186
 (262) 754-8888
 CHICAGO | MILWAUKEE | NATIONWIDE

HAASS FARMS
TOWN OF LISBON, WAUKESHA CO.

OVERALL BASIN SEEDING
PLAN

REVISIONS	
1. COUNTY COMMENTS	07-02-19
2. IMPLM. PLAN/ADD BORING	06-02-20
3. LANDSCAPE IN BLVD	06-17-20

PEG JOB NO: 1449.00-WI PEG PM: ASZ START DATE: 05-20-19 SCALE: 1" = 80' SHEET L-1 SHEET L-2
--

STORMWATER BASIN NATIVE PLANTING NOTES

Plan for Using Native Plantings for Storm Water Infiltration

Phase I - Site Preparation

1st year August through October -- Topsoil stripping and rough grading are completed. Infiltration basins are rough graded, but runoff is diverted around the basins. (Note: To avoid soil compaction, minimize use of heavy equipment on basin bottom, especially with rubber tires.)

Phase II - Planting

Topsoil is reapplied to areas to be planted with Bebb's sedge, and a topsoil/compost mix will be applied in areas to receive the Agrecol rainwater renewal seed mix.

1. **Clean/Firm Seed Bed:** The seed bed needs to be clean and relatively firm before planting. The seedbed shall be free of sticks, grass clumps, rocks, and all foreign materials larger than 1-inch prior to planting. Seedbed shall be level and firm; free of deep fissures. If the soil is too loose, a roller or cultipacker shall be required to compact the bed.

- a. **Equipment:** Tractor with rock bucket/rock picker/hydraulic rake for removing rocks. A roller or cultipacker implement is needed for compaction.
- b. **Other:** Areas to be seeded shall be allowed to sit undisturbed for a sufficient period of time allowing weeds to germinate, generally 7-10 days. Area shall then be treated with herbicide to kill all existing weeds. There shall be a minimum of two (2) applications separated by 10 days. If all existing weeds and vegetation are not killed within 10 days of 2nd application, a 3rd application is required. A minimum of 2 weeks after herbicide application is required before planting can occur.

2. **Broadcast Seeding:** This method requires fresh, open soil to be successful. Seed is dispersed by hand or by machine as evenly as possible over the prepared ground.

- a. **Execution:**
 1. Half the seed shall be broadcast over the entire site.
 2. Broadcast the other half of seed perpendicular to the direction that the first half of the seed was broadcast.
 3. Cover seed with 1/4-inch to 1/2-inch of soil with a rake or drag.
 4. Keep seed constantly wet through germination period (generally 3 weeks).
- b. **Timing:**

1. **FALL-** September through seasonal ground frost. Wait 2 weeks after herbicide application.
2. **SPRING-** If planting is not completed in the Fall, seeding shall take place the following Spring from March 1st through June 1st.

- a. **Equipment:** Tractor/truck and Truax Wildflower Seeder/salt spreader/inverted cone spreader/etc.
- b. **Mixing:** Seed mixes shall be mixed by agrecol per contractor request and delivered ready to use in a broadcast application. Prior to broadcasting seed, the seed shall be mixed with vermiculite, sand, or both according to agrecol recommendations.
- c. **Seed rates:** Seeding shall be at the rates recommended from agrecol.
- d. **Other:** The Truax Wildflower Seeder will cultipack behind it as you plant.

3. **Cover Crop:** Annual rye shall be spread at a rate of 20 pounds per acre during the seeding of the native plant seed mixes to stabilize the soil and reduce the growth of unwanted vegetation. Winter wheat or perennial rye shall not be used as a cover crop.

4. **Straw:** All seeding shall be covered with 1-inch of clean, non-invasive straw (no marsh hay, or reed canary grass) without seeds. Wheat, rye, oats, or barley are acceptable forms of straw. Those areas of slopes steeper than 8:1 shall be staked with an erosion control blanket.

- a. **Timing:** Immediately after you plant. Do this before you cultipack.
- b. **Equipment:** By hand but tailgate straw mulcher/blowers can be utilized.
- c. **Rate:** 1.5 tons/acre, per WDNR CPS 1058.

5. **Cultipacking:** Entire planting area shall be rolled/packed to ensure firm seed to ground contact.

- a. **Timing:** Immediately after you plant (or immediately after you apply straw).
- b. **Equipment:** Tractor and cultipacker/roller/crimper.

Phase III - Establishment

1. **Post-planting:** Management of a new planting requires diligent stand-wide cutting for the first two growing seasons. Most prairie species will remain very low to the ground in the first few years. Mowing of cover crops and weeds will promote more healthy native plantings. This mowing provides them the light they need and reduces weed competition.

- a. **Timing:** Variable. Whenever plants (any plants) are 18 inches tall.
- b. **Mowing height:** 4-6 inches in the first growing season, 6-8 inches in the second growing season.
- c. **Equipment:** Adjustable lawn mower or Tractor/Skid Steer/ASV with Flail/Woods/Dayco mower.
- d. **Other:** Mow in the second year even if the majority of vegetation is comprised of planted natives. These are likely early succession plants and many late succession species still need help competing at this stage.
- e. **Watering:** If germination is followed by inadequate rainfall, watering will be necessary to prevent loss of the plantings. Be prepared to truck water or to put a pump in a forebay or other water source.

2. **2nd year** May -- Bring basins on-line, assuming rest of site is well-stabilized.

- a. Throughout growing season -- Mow basins at 4-6 inch height to suppress weeds.
- b. Assessment of plantings by Landscape Architect (LA) or qualified professional.

3. **3rd year** May/June -- Mow basins at 6- 8 inch height. Spot-spray. Assessment of plantings and determine if on correct trajectory.

4. **4th year** April / May -- Prescribed burn. Burning should be done at this point and once every 3-4 years in the future. If prescribed burn cannot take place, perform a simulated burn. This is accomplished by mowing the planting as low to the ground as possible without hitting the soil surface. Cuttings must be removed.

5. **Verification of plantings** by LA or qualified professional in June following the prescribed burn (utilize the line intercept methodology listed below).

6. **Long-Term Maintenance:**
- o **Invasive Weed Control:** Control of species such as Common Buckthorn, Glossy Buckthorn, Purple Loosestrife, Wild Parsnip, etc. is critical to prevent the planting from being dominated by exotics. Plantings should be evaluated monthly during the first growing season and twice a season during following years. Weeds shall be hand pulled or spot treated with herbicide application.
 - o **Burning:** Once every 3-4 years to stimulate reproduction and flowering vigor.
 - o **Simulated Burning:** If you cannot or do not wish to burn, you can mow the area during the dormant season (April) as low as you can without hitting the soil surface. Cuttings must be removed.
 - o **Note:** In order to avoid disrupting nesting activities for grassland bird species, it is recommended to avoid burning or mowing activities from May 15 through August 1.

Additional Considerations

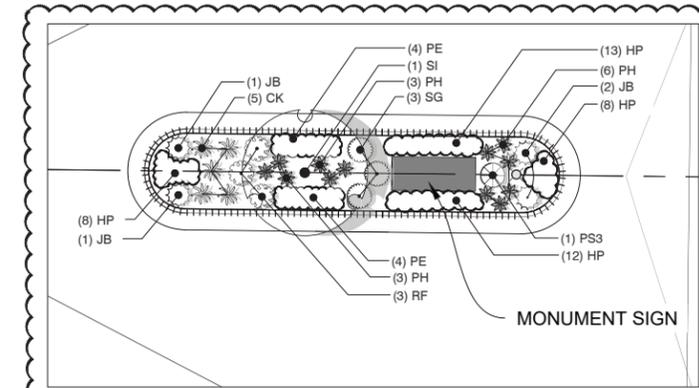
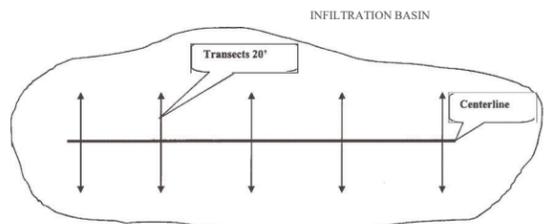
Persistent Herbicides: If the land has been cropped, test the soil as early as possible for persistent herbicides such as Atrazine, unless it can be proven that persistent herbicides have not been used. If atrazine has been used, prairie plantings should not be attempted until 18 to 24 months after the most recent application. Starting at 16 months, soil samples should be tested for the herbicide, and test seeding may be attempted using annual rye, radishes, or native species to see if there are any lingering effects.

Evaluation of a Vegetative Stand Establishment for Storm Water Infiltration

For the storm water infiltration practices to function as intended, it is vital that the plant species identified in the seed mix become well established. In addition, return of the financial assurance collected from the permit holder is contingent upon verification of planting success by a professional qualified to evaluate percent cover and species diversity. A successful planting will have at least 70% cover and at least four of the species included in the approved restoration plan by the end of the third growing season. Ultimately it is the obligation of the permit holder to retain a professional whose qualifications have been accepted by LRD staff to verify the success of a native planting establishment for both percent vegetative cover and intended species diversity.

Line Intercept Methodology

Line Intercept Method: This method is also known as the transect method. The first step in using this methodology is to establish a centerline through the approximate middle of the infiltration practice. Transects are then laid out perpendicular to the centerline and should be regularly spaced with a minimum of 8 transects per acre. Transects may be performed using a cord with knots or other markers at one-foot intervals or utilizing a tape measure. Transect length should be a minimum of 20 feet (10 feet on either side of the centerline). Using the markers on the transect cord or the one-foot intervals on the tape measure, the verifier shall note whether the marker was physically touching a plant from the approved planting list and state the species. At the end of sampling, percent coverage shall be calculated by dividing the total number of plants from the planting list on all transects by the number of markers on all transects. A location map showing the transects sampled and a list of plant species found at each marker site along with any observations of potential future maintenance concerns must be submitted with the planting verification letter.



ENLARGEMENT L-2A

SCALE: 1"=10'

BASIN SEEDING SCHEDULE

	RAIN WATER RENEWAL: 194,061 sf AGRECOL RAINWATER RENEWAL SEED MIX
	BEBB SEDGE : 35,813 sf
BOTANICAL NAME Carex bebbii	COMMON NAME Bebbs' Sedge
SIZE Seed	

AGRECOL RAINWATER RENEWAL SEED MIX

#RRR	Wet Mesic to Dry Mesic	Full Sun to Part Sun	8.00 PLS LBS/Acre	94.00 Seeds/ Sq. Ft
Wildflowers				
Asclepias incarnata	Marsh (Red) Milkweed			3.00
Aster ericoides	Heath Aster			0.10
Aster novae-angliae	New England Aster			1.50
Baptisia leucantha (alba)	White Wild Indigo			4.00
Eupatorium maculatum	Spotted Joe Pye Weed			0.80
Eupatorium perfoliatum	Boneset			0.50
Liatris pycnostachya	Prairie Blazing Star			2.50
Liatris spicata	Marsh Blazing Star			5.00
Lobelia cardinalis	Cardinal Flower			0.25
Lobelia siphilitica	Great Blue Lobelia			0.50
Monarda fistulosa	Wild Bergamot			1.50
Physostegia virginiana	Obedient Plant			1.50
Pycnanthemum virginianum	Mountain Mint			0.30
Ratibida pinnata	Yellow Coneflower			2.25
Rudbeckia hirta	Black-Eyed Susan			2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan			2.00
Solidago ohioensis	Ohio Goldenrod			0.50
Tradescantia ohioensis	Ohio Spiderwort			1.25
Verbena hastata	Blue Vervain			1.00
Vernonia fasciculata	Ironweed			1.00
Grasses, Sedges, & Rushes				
Bromus ciliatus	Fringed Brome			20.00
Calamagrostis canadensis	Blue Joint Grass			1.00
Carex bebbii	Bebb's Oval Sedge			2.00
Carex crawfordii	Crawford's Sedge			1.00
Carex crinita	Fringed Sedge			0.75
Carex stipata	Common Fox Sedge			1.50
Carex vulpinoidea	Brown Fox Sedge			1.00
Elymus canadensis	Canada Wild Rye			24.00
Elymus virginicus	Virginia Wild Rye			32.00
Glyceria grandis	Reed Manna Grass			1.00
Panicum virgatum	Switchgrass			3.50
Scirpus atrovirens	Dark-Green Bulrush			0.50
Scirpus cyperinus	Wool Grass			0.30
Sorghastrum nutans	Indian Grass			5.00
Spartina pectinata	Prairie Cordgrass			3.00



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	QTY	
SI	Syringa reticulata 'Ivory Silk' Ivory Silk Japanese Tree Lilac	1.5" Cal.	1	
DECIDUOUS SHRUBS	BOTANICAL / COMMON NAME	SIZE	QTY	
RF	Rosa rugosa 'Fru Dagmar Hastrup' 'Fru Dagmar Hastrup Rose	3 gal.	3	
SG	Spiraea x bumalda 'Goldflame' Goldflame Spiraea	3 gal.	3	
EVERGREEN SHRUBS	BOTANICAL / COMMON NAME	SIZE	QTY	
JB	Juniperus sabina 'Blue Forest' Blue Forest Juniper	3 gal.	4	
PS3	Pinus mugo 'Slowmound' Mugo Pine	3 gal.	1	
ORNAMENTAL GRASSES	BOTANICAL / COMMON NAME	SIZE	QTY	
CK	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal.	5	
PH	Panicum virgatum 'Heavy Metal' Blue Switch Grass	1 gal.	12	
PERENNIALS	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
HP	Hemerocallis x 'Pardon Me' Pardon Me Daylily	4" cont.	18" o.c.	41
PE	Phlox subulata 'Emerald Blue' Emerald Blue Moss Phlox	4.5" Cont.	30" o.c.	8



GRAPHICAL SCALE (FEET)

0 1"=10' 20'

GENERAL PLANTING NOTES

1. THE LAYOUT OF ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. AN APPROVED REPRESENTATIVE WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY. BED LAYOUT SHALL ALSO INCLUDE PERENNIAL GROUPINGS BY SPECIES.
2. THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
3. NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
4. ALL BNB STOCK SHALL BE NURSERY GROWN IN A CLAY LOAM SOIL FOR A MINIMUM OF THREE GROWING SEASONS WITHIN 200 MILES OF PROJECT LOCATION, IN A ZONE COMPATIBLE WITH USDA HARDINESS ZONE 5A. SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION. EXISTING SOIL SHALL BE AMENDED PER SOIL ANALYSIS REPORT TO ENSURE A PROPER GROWING MEDIUM IS ACHIEVED.
5. ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - Z60.1 ANSI. LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND POTENTIALLY REJECT ANY PLANT MATERIAL DEEMED TO NOT MEET THE REQUIRED STANDARDS.
6. ALL STOCK SHALL BE FREE OF DISEASES AND HARMFUL INSECTS, DAMAGE, DISORDERS AND DEFORMITIES.
7. TREES SHALL HAVE SINGLE, STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. HEIGHT-TO-CALIPER RATIOS SHALL BE CONSISTENT WITH THE LATEST EDITION OF ANSI Z60.1.
8. ROOT SYSTEMS SHALL BE LARGE ENOUGH TO ALLOW FOR FULL RECOVERY OF THE TREE, AND SHALL CONFORM TO STANDARDS AS THEY APPEAR IN THE MOST CURRENT REVISION OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1.
9. BNB TREES SHALL BE DUG WITH A BALL OF SOIL, NOT SOFT BALLED OR POTTED AND SHALL BE FIRM IN THEIR ROOTBALL. ROOT BALL SHALL BE WRAPPED (WITH BIODEGRADABLE MATERIAL). THE TREE ROOT FLARE, OR COLLAR, SHALL BE AT OR WITHIN THE TOP THREE INCHES OF GRADE.
10. TREES SHALL BE ALIVE, HEALTHY AND APPROPRIATELY MOIST, AT TIME OF DELIVERY.
11. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH PLANTING DETAILS.
12. PLANTING ISLAND SHALL HAVE A MINIMUM 10" DEPTH OF PREPARED SOIL AND THE REMAINDER OF THE SOIL BE LOOSENED TO A TOTAL DEPTH OF 30". WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 10" OF SOIL. REFER TO SOIL PLACEMENT NOTES.
13. WHILE PLANTING TREES AND SHRUBS, BACKFILL 2/3 OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN.
14. PLANTING ISLAND SHALL BE MULCHED WITH 3" DEEP SHREDDED HARDWOOD MULCH.
15. ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
16. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
17. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING. CONSULT DIGGERS HOTLINE.
18. THE CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
19. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN.
20. THE CONTRACTOR IS TO REVIEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALLATION. ANY CONFLICTS MUST BE REPORTED TO THE LANDSCAPE ARCHITECT. THESE LANDSCAPE DRAWINGS ARE FOR THE INSTALLATION OF PLANT MATERIALS ONLY UNLESS OTHERWISE STATED.
21. THE CONTRACTOR SHALL PROVIDE WATERING AND MAINTENANCE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY THE OWNER IN WRITING WITH ONGOING WATERING AND MAINTENANCE INSTRUCTIONS.
22. PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM TIME OF OWNER ACCEPTANCE. ONLY ONE REPLACEMENT PER PLANT WILL BE REQUIRED DURING THE WARRANTY PERIOD EXCEPT IN THE EVENT OF FAILURE TO COMPLY WITH THE SPECIFIED REQUIREMENTS.
23. THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET.

SOIL PLACEMENT NOTES

1. LOOSEN SUBGRADE TO A MINIMUM DEPTH INDICATED IN PLANTING NOTES USING A CULTI-MULCHER OR SIMILAR EQUIPMENT, AND REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSION, STICKS, RUBBISH AND OTHER EXTRANEOUS MATTER. INTERNAL PARKING ISLANDS SHALL BE LOOSENED TO A DEPTH OF 30".
2. THOROUGHLY BLEND PLANTING SOIL MIX FOR PLANTING BED AREAS. (1 PART EXISTING SOIL, 1 PART TOPSOIL, 1 PART ORGANIC SOIL AMENDMENT, 2.9 POUNDS PER CUBIC YARD OF 4-4-4 ANALYSIS SLOW-RELEASE FERTILIZER)
3. TREE AND SHRUB HOLES SHALL BE FILLED WITH A PREPARED PLANTING MIXTURE OF 1 PART TOPSOIL, 2 PARTS PLANTING SOIL MIX.
4. SPREAD SOIL AND SOIL AMENDMENTS TO DEPTH INDICATED ON DRAWINGS, BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. (FINISH GRADE OF PLANTING BEDS SHALL BE 3" BELOW ALL ADJACENT SURFACES).
5. PLACE APPROXIMATELY 1/2 OF TOTAL AMOUNT OF SOIL REQUIRED. WORK INTO TOP OF LOOSENED SUBGRADE TO CREATE A TRANSITION LAYER, THEN PLACE REMAINDER OF THE SOIL. SOIL TRANSITION LAYER SHALL BE TILLED TO A MINIMUM DEPTH OF 6" BELOW THE DEPTH OF NEWLY PLACED SOIL. PARKING LOT ISLANDS SHALL BE CROWNED TO A HEIGHT OF 6" TO PROVIDE PROPER DRAINAGE UNLESS OTHERWISE NOTED.
6. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
7. FINISH GRADING: GRADE SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH A LOOSE, UNIFORMLY FINE TEXTURE.
8. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
9. RESTORE PLANTING BEDS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING AND BEFORE PLANTING.

DESIGNED: DUB; DRAWN: DUB; REVIEWED: ASZ; THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

SEEDING NOTES AND SCHEDULE; www.pinnacle-engr.com

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:
20725 WATERTOWN ROAD SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

HAASS FARMS
TOWN OF LISBON, WAUKESHA CO.

SEEDING NOTES AND SCHEDULE

REVISIONS	
1. COUNTY COMMENTS	07-02-19
2. IMPLM. PLAN/ADD BORING	06-02-20
3. LANDSCAPE IN BLVD	06-17-20

REG JOB No. 1449-00-WI	ASZ	NYS	SHEET
REG PR	ASZ		L-2
START DATE 05-20-19			L-2
SCALE			



July 23, 2020

Chairperson Osterman and Town Board Members
Town of Lisbon
N23N8676 Woodside Road
Lisbon, WI 53089

RE: Frank Gross / Plainview Road CSM

Dear Town Board Members:

The above-referenced CSM was received in our office for review on behalf of the Town of Lisbon. The applicant, Frank Gross, proposes to create four (4) lots for single family residential use located on approximately 12 acres at N80W23792 Plainview Road.

The applicant has submitted the following materials for review:

- CSM (received June 29, 2020)
- Shared driveway easement document for Lots 1 & 2 (received July 22, 2020)
- Shared driveway easement document for Lots 3 & 4 (received July 22, 2020)
- Drainage easement for parcel east of CSM lots (received April 15, 2020)

Summary

The CSM will divide the property into four lots of approximately 3 acres each, for sale to new owners. The Plan Commission recommended approval on November 14, 2019. A revised CSM was submitted June 29, 2020 which addressed most of the Town's conditions of approval, and joint driveway easement agreements were provided on July 22nd to address the last condition that was outstanding. Waukesha County had limited the number of access points onto Plainview Road as part of a conditional rezoning, allowing up to two (2) for the CSM property. The applicant approved extensions to the Town's CSM review out to August 5th.

The CSM was subject to extraterritorial review by the Village of Sussex. It was also approved by the Lisbon-Sussex JPC on December 17, 2019.

Background Information

Property Owner:	Frank J. and Pamela L. Gross
Applicant:	Frank Gross
Tax Key:	LSBT: 0187.998.009
Current (and propose) Zoning:	A-3 Agricultural/Residential Estate, C-1 Conservancy, Waukesha County Shoreland Overlay
Adjacent Zoning:	A-3 (south, east, and west), County HG High Groundwater with a County Shoreland Jurisdictional Overlay to the north.
Current Land Use Plan designation:	Rural Density and Other Agricultural Land

Consistency with Comprehensive Plan and Zoning

The land is planned for Rural Density and Other Agricultural L and. The proposed land use is consistent with this designation, being residential lots and with the environmental restrictions noted on the CSM.

Current Town zoning on the property is A-3 Agricultural/Residential Estate over most of the property, with C-1 Conservancy running east to west across the lot. Waukesha County zoning for the property consists of Wetland, County Shoreland Jurisdiction, and Floodplain overlays along the northern portion of the lot, as well as HG High Groundwater zoning.



Review Comments

The CSM and driveway easement documents have been reviewed by the Town Planner, Town Engineer, and Town Attorney and are confirmed as addressing previous comments and conditions of Plan Commission approval. However, we have noted the following minor corrections to be addressed prior to recording the documents:

1. Paragraph 7 says “Neither ownership or nor responsibility...” – the word “or” should be deleted. Also the reference to the Village of Nashota should be corrected to read Town of Lisbon.
2. For the signature line, place a line for each owner to print along with identifying which parcel they are the owner of. Everyone on the title for each property should have a signature line (for example, if Pamela and Frank Gross are both on the title they should each sign).
3. Driveway agreement approval may also be required from the Waukesha County Public Works Department (to be confirmed prior to signatures on CSM).

Recommended Conditions if Approved:

1. Subject to the Developer/owner satisfying all comments, conditions and concerns of the Town Planner (as noted above) and the Town Engineer, which includes compliance with the Town’s adopted Land Division Review Checklist and Subdivision Control Ordinance; and all reviewing, objecting and approving bodies, which may include but not be limited to the State of Wisconsin Department of Commerce per Chapter 236, Wisconsin Statutes and Chapter COMM 85, Wisconsin Administrative Code; State of Wisconsin Department of Administration per Chapter 236, Wisconsin Statutes; the Waukesha County Department of Parks and Land Use (including the Planning and Zoning Division, Parks System Division, Land Resources Division, and Environmental Health Division – for existing POWTS system) and the Waukesha County Department of Public Works; in regard to the CSM, and obtaining all necessary permits and approvals, prior to commencing construction of any improvement, whether public or private, or site development or approval of the CSM, whichever is earlier.
2. The Petitioner shall, on-demand, reimburse the Town for all costs and expenses of any type that the Town incurs in connection with this development, including the cost of professional services incurred by the Town (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Town by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal

property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Town; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of billing by the Town, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town, including possible cause for termination of the conditional approval.

4. Subject to the Developer applying for and receiving from the Town BOA, Town Plan Commission, Town Board, all necessary variances and waivers (if any) to the Town of Lisbon Zoning Ordinance and the Town of Lisbon Subdivision Control Ordinance prior to commencing construction of any improvement, whether public or private, or site development or approval of the CSM, whichever is earlier. This conditional approval document shall not be read as providing any assurance or expectation that such variances or waivers will be granted, and shall not vest any right regarding the grant of such variances or waivers.

The issues outlined above are meant to act as a guide to assist the Board in discussing any issues the Board thinks need to be addressed in order to approve this CSM.

Sincerely,

Rachel Holloway, AICP
Town Planner

Joshua Langen, AICP
Town Planner

cc: Steven Braatz, Interim Clerk-Treasurer, Town of Lisbon
Frank and Pamela Gross
Keith Kindred, SEH
Mitch Leisses, PE, Kunkel Engineering
Michael Van Kleunen, Cramer, Multhauf & Hammes, LLP
Sandy Scherer, Waukesha County Town Assistance Planner

CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919

ENGINEER:

IGOR VAYNBERG
SEH
501 MAPLE AVE
DELAFIELD, WI 53018

SURVEY FOR:

FRANK J GROSS AND
PAMELA L GROSS
24159 HARBOR VIEW ROAD
PUNTA GORDA, FL 33980
(941) 625-3802

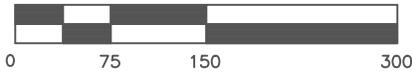
- LOTS 1, 2, 3, AND 4 ARE A-3
AGRICULTURE/RESIDENTIAL ESTATE
ZONING DISTRICT

- THESE LANDS ARE SUBJECT TO
A STORMWATER AGREEMENT
RECORDED AS DOC. #99017578

WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION
ORDINANCE JURISDICTIONAL LIMITS
& 100 YEAR FLOODPLAIN BOUNDARY (EL. 964.55, DATUM NGVD29) PER
HYDROLOGIC & HYDRAULIC ANALYSES BY HEY & ASSOCIATES, INC.
DATED JUNE, 2004 (SEE GENERAL NOTE 6 ON SHEET 4)



SCALE: 1" = 150'



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927)
GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF
SECTION 11-8-19 AS N89°10'08"E.

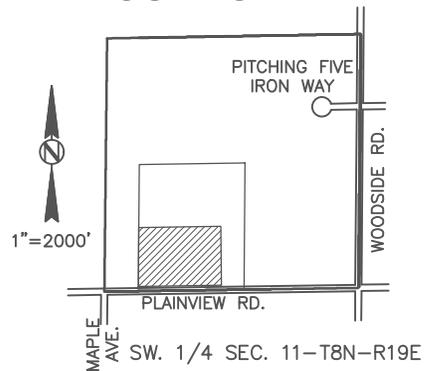


06/29/2020

LEGEND

- - CONC. MON. W/ BRASS CAP FND.
- - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- - 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.

LOCATION MAP



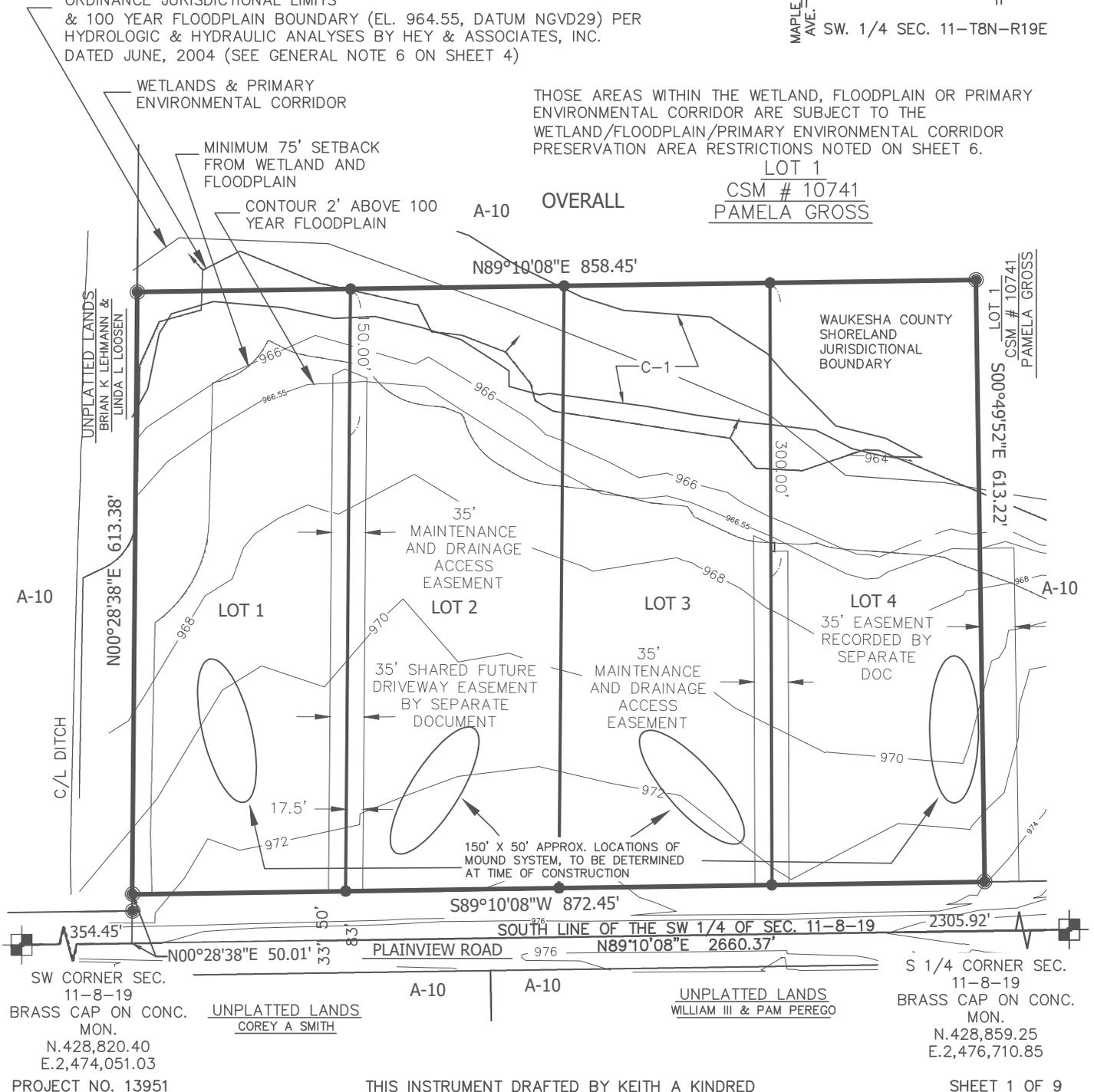
WETLANDS & PRIMARY ENVIRONMENTAL CORRIDOR

MINIMUM 75' SETBACK FROM WETLAND AND FLOODPLAIN

CONTOUR 2' ABOVE 100 YEAR FLOODPLAIN

THOSE AREAS WITHIN THE WETLAND, FLOODPLAIN OR PRIMARY ENVIRONMENTAL CORRIDOR ARE SUBJECT TO THE WETLAND/FLOODPLAIN/PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION AREA RESTRICTIONS NOTED ON SHEET 6.

LOT 1
CSM # 10741
PAMELA GROSS



CERTIFIED SURVEY MAP NO.

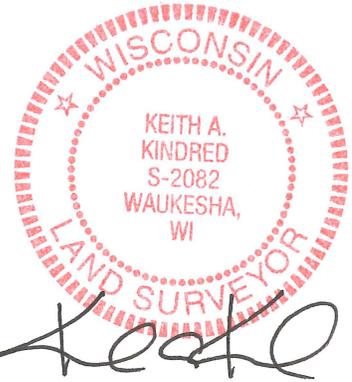
BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

SEE SHEET 1 FOR OVERALL
 SEE SHEETS 2 & 3 FOR DETAILS
 SEE SHEETS 4 THRU 6 FOR NOTES
 L.F.E. - LOWEST FLOOR ELEVATION - BASEMENT FLOOR
 SURFACE ELEVATIONS SHALL NOT BE LOWER THAN (L.F.E.)
 DUE TO THE POTENTIAL FOR SEASONAL HIGH WATER TABLE

SCALE: 1" = 100'



DETAIL



Keith A. Kindred

06/29/2020

LOT 1
 CSM # 10741
 PAMELA GROSS

WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS & 100 YEAR FLOODPLAIN BOUNDARY (EL. 964.55, DATUM NGVD29) PER HYDROLOGIC & HYDRAULIC ANALYSES BY HEY & ASSOCIATES, INC. DATED JUNE, 2004 (SEE GENERAL NOTE 6 ON SHEET 4)

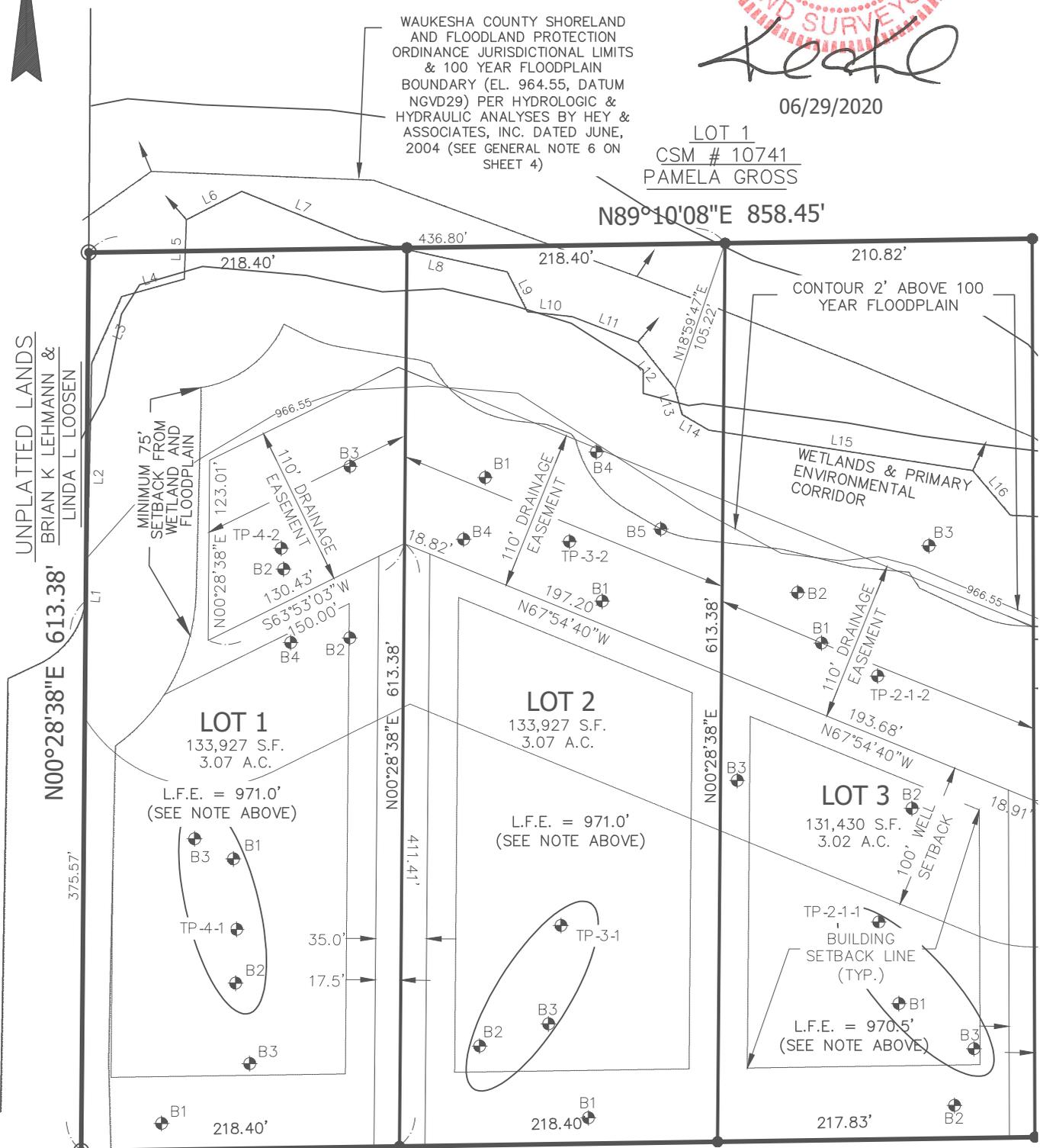
N89°10'08"E 858.45'

CONTOUR 2' ABOVE 100 YEAR FLOODPLAIN

WETLANDS & PRIMARY ENVIRONMENTAL CORRIDOR

UNPLATTED LANDS
 BRIAN K LEHMANN &
 LINDA L LOOSEN
 N00°28'38"E 613.38'

DRAINAGE DITCH



UNPLATTED LANDS
 COREY A SMITH

UNPLATTED LANDS
 WILLIAM III & PAM
 PEREGO

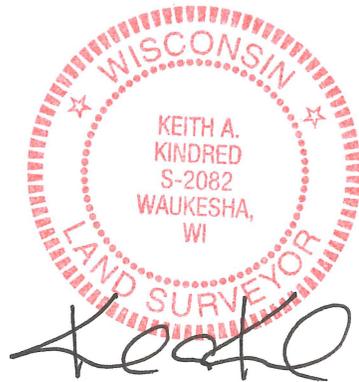
CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI



SEE SHEET 1 FOR OVERALL
 SEE SHEETS 2 & 3 FOR DETAILS
 SEE SHEETS 4 THRU 6 FOR NOTES
 L.F.E. - LOWEST FLOOR ELEVATION - BASEMENT FLOOR
 SURFACE ELEVATIONS SHALL NOT BE LOWER THAN (L.F.E.)
 DUE TO THE POTENTIAL FOR SEASONAL HIGH WATER TABLE

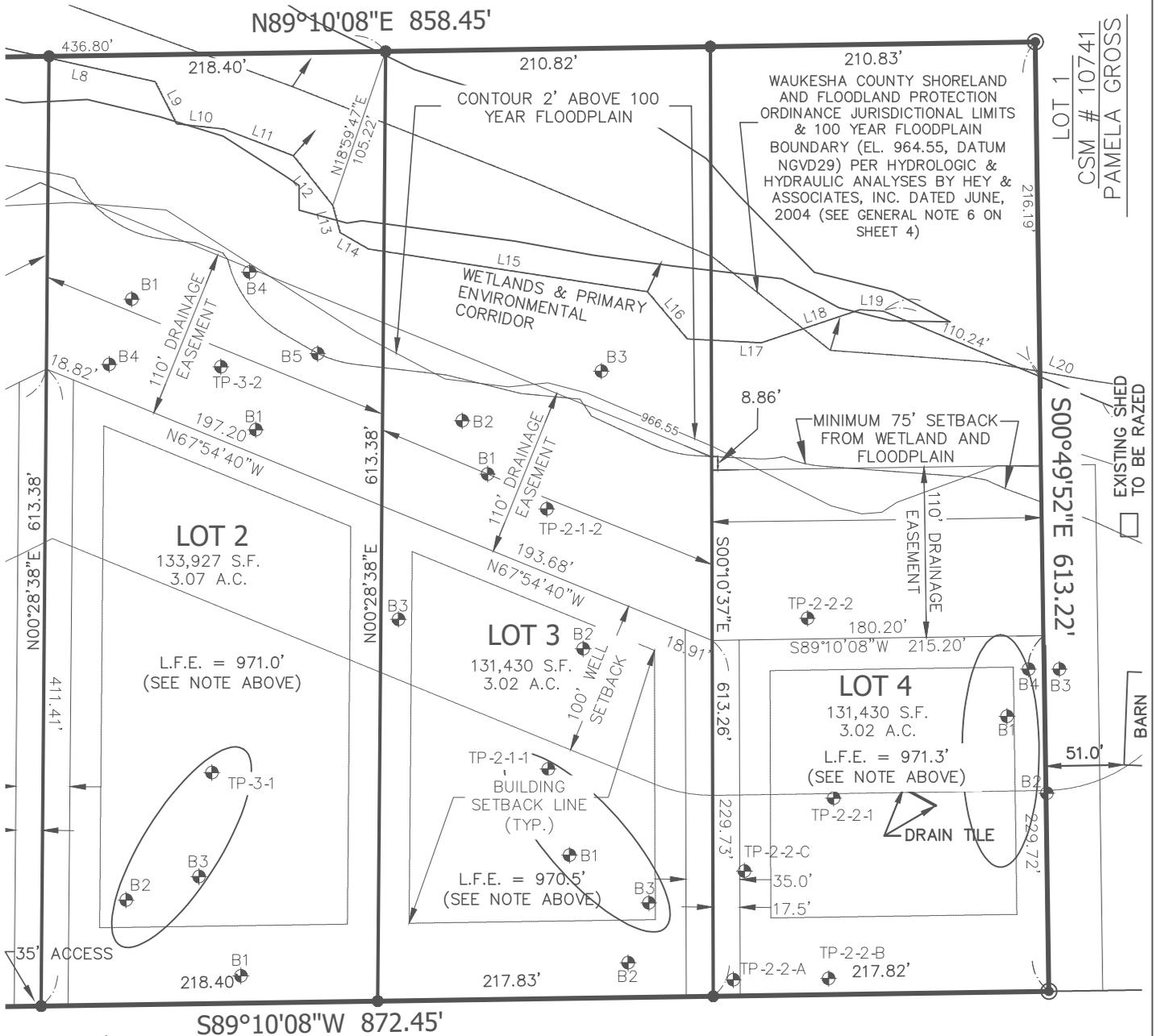
SCALE: 1" = 100'



LOT 1
 CSM # 10741
 PAMELA GROSS

06/29/2020

DETAIL



50'
 SOUTH LINE OF THE SW 1/4 OF SEC. 11-8-19

33'
 N89°10'08"E 2660.37'
 PLAINVIEW ROAD

UNPLATTED LANDS
 COREY A SMITH

UNPLATTED LANDS
 WILLIAM III & PAM
 PEREGO

CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

GENERAL NOTES:

1) ALL EASEMENTS ARE GRANTED TO THE TOWN OF LISBON UNLESS OTHERWISE STATED.

SHARED DRIVEWAY EASEMENT ON LOT 1 TO BE GRANTED TO LOT 2 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 1 OR LOT 2.

SHARED DRIVEWAY EASEMENT ON LOT 2 TO BE GRANTED TO LOT 1 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 1 OR LOT 2.

SHARED DRIVEWAY EASEMENT ON LOT 4 TO BE GRANTED TO LOT 3 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 4 OR LOT 3.

SHARED DRIVEWAY EASEMENT ON LOT 3 TO BE GRANTED TO LOT 4 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 4 OR LOT 3.

MAINTENANCE ACCESS EASEMENTS ARE ALSO GRANTED TO THE TOWN OF LISBON FOR STORMWATER MANAGEMENT MAINTENANCE PURPOSES.

2) THE LOTS ON THIS CERTIFIED SURVEY MAP AND THE ADJACENT LOT TO THE EAST (LOT 1 CSM NO. 10741) ARE LIMITED TO A TOTAL OF THREE (3) ACCESS POINTS ONTO PLAINVIEW RD. PER A CONDITIONAL REZONING ADOPTED BY THE WAUKESHA COUNTY BOARD OF SUPERVISORS ON FEBRUARY 24, 2009 (FILE NO. SZ-1466A).

3) WETLAND LIMITS DELINEATED BY HEY AND ASSOC. ON APRIL 29, 2004. DNR CONCURRENCE ON OCT. 19, 2004. U.S. ARMY CORPS OF ENGINEERS CONCURRENCE ON AUG. 11, 2004. SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION CONCURRENCE THAT WETLAND REMAIN THE SAME SEPT 2019.

4) PRIMARY ENVIRONMENTAL CORRIDOR DELINEATED BY WELCH HANSON ASSOCIATES ON JULY 13, 2004. SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION CONCURRENCE PER LETTER DATED OCT. 2, 2008. SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION PROVIDED UPDATED CONCURRENCE IN SEPT, 2019. PEC DELINEATION IS VALID PER THEIR ORIGINAL CONCURRENCE, DATED OCT, 2008.

5) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.

6) FLOODPLAIN ELEVATION IS 964.55, DATUM NGVD29, PER HYDROLOGIC AND HYDRAULIC ANALYSES BY HEY AND ASSOCIATES, INC. THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION APPROVED THE FLOODPLAIN ELEVATION PER LETTER DATED NOV. 25, 2008. THE DNR APPROVED THE FLOODPLAIN ELEVATION PER LETTER DATED JAN. 26, 2009.

7) BUILDING SETBACK - 50', BUILDING OFFSET - 20'

8) BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 11-8-19 AS N89°10'08"E.

9) ALL BUILDING SETBACKS AND OFFSETS ARE MEASURED FROM THE NEAR EDGE OF ANY DRAINAGE & ACCESS EASEMENT.

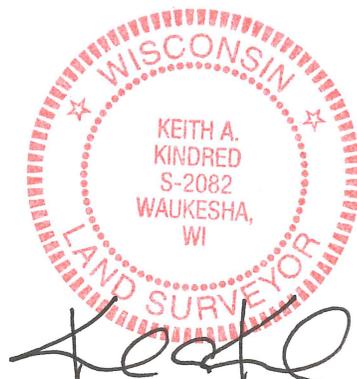
10) NO WELL MAY BE CONSTRUCTED WITHIN 100 FEET OF THE "110' DRAINAGE EASEMENTS" DEPICTED ON THIS CERTIFIED SURVEY MAP.

11) ALL FUTURE PRINCIPAL BUILDINGS TO BE ERECTED ON ANY LOT IN THIS CERTIFIED SURVEY MAP MUST COMPLY WITH SECTION 3.05 OF THE TOWN OF LISBON ZONING ORDINANCE, WHICH REQUIRES BASEMENT FLOOR ELEVATIONS TO BE A MINIMUM OF EIGHT TEEN (18) INCHES ABOVE THE HIGHEST ANTICIPATED SEASONAL GROUND WATER LEVEL. IN ADDITION, NO BUILDING SHALL BE LOCATED WITHIN TWENTY (20) FT. OF THE ORDINARY HIGH WATER LINE OF THE DRAINAGE DITCHES LOCATED ON LOT 1 OF CERTIFIED SURVEY MAP NO. 10741 OR WITH THE LOWEST FLOOR LESS THAN EIGHT TEEN (18) INCHES ABOVE THE ORDINARY HIGH WATER LINE OF THE DRAINAGE DITCHES LOCATED ON LOT 1 OF CERTIFIED SURVEY MAP NO. 10741.

12) THE TOWN OF LISBON PLAN COMMISSION SHALL REVIEW ALL LOT DEVELOPMENT PLANS THAT WOULD REQUIRE MORE THAN FOUR (4) FEET OF LOT FILL. BASED ON KNOWN GROUNDWATER CONDITIONS COMPLIANCE WITH SECTION 3.05 OF ZONING CODE MAY RESULT IN PROHIBITION OF A STRUCTURE BASEMENT.

13) FLOODPLAIN BOUNDARY/ELEVATION IS SUBJECT TO CHANGE AS PART OF THE FOX RIVER WATERSHED FLOODPLAIN MODERNIZATION PROJECT THAT IS CURRENTLY PENDING WITH FEMA. THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS ARE SUBJECT TO CHANGE IF, IN THE FUTURE, EITHER OF THE TWO DRAINAGE DITCHES ON THE ADJACENT LOT TO THE NORTH AND EAST OF THIS CERTIFIED SURVEY MAP (LOT 1 CSM NO. 10741) ARE DETERMINED BY THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TO BE NAVIGABLE. IF EITHER OF THOSE TWO DRAINAGE DITCHES ARE FOUND TO BE NAVIGABLE STREAMS, THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS WILL CHANGE FROM THE 100 YEAR FLOODPLAIN BOUNDARY TO 300 FEET FROM THE NAVIGABLE DRAINAGE STREAM OR THE LANDWARD SIDE OF THE 100 YEAR FLOODPLAIN, WHICHEVER EXTENDS FARTHER.

14) THESE LANDS ARE SUBJECT TO A STORMWATER AGREEMENT RECORDED AS DOCUMENT 99017578.



06/29/2020

CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

STORM WATER MANAGEMENT PRACTICE MAINTENANCE

THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY TITLE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED "STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT" ("MAINTENANCE AGREEMENT") THAT APPLY. THE MAINTENANCE AGREEMENT SUBJECTS THIS CERTIFIED SURVEY MAP, AND ALL LOT OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE TOWN OF LISBON MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT.

IN ACCORDANCE WITH CHAPTER 14 - ARTICLE VIII OF THE WAUKESHA COUNTY CODE OF ORDINANCES ("STORM WATER ORDINANCE"), THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY WAUKESHA COUNTY AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER PRACTICES UNTIL PERMIT TERMINATION BY WAUKESHA COUNTY. UPON TERMINATION OF THE STORM WATER PERMIT, THE TITLEHOLDERS SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

EASEMENTS

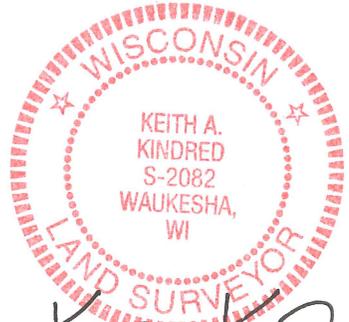
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE TOWN OF LISBON, WAUKESHA COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

ALL LANDS WITHIN AREAS LABELED "ACCESS EASEMENT" SHALL REMAIN CLEAR OF TREES, SHRUBS AND ANY STRUCTURES THAT MAY INTERFERE WITH THE FREE MOVEMENT OF VEHICLES THAT MAY BE NEEDED TO ENTER THE AREA FOR MAINTENANCE PURPOSES. THE TOWN OF LISBON, WAUKESHA COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS TO THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF THE MAINTENANCE AGREEMENT.

ALL LANDS WITHIN AREAS LABELED "WELL SETBACK" ARE RESTRICTED FROM THE PLACEMENT OF ANY WELL DUE TO POTENTIAL RISK OF CONTAMINATION IN ACCORDANCE WITH THE STORM WATER ORDINANCE AND WISCONSIN ADMINISTRATIVE CODES.

BASEMENT RESTRICTION - GROUNDWATER

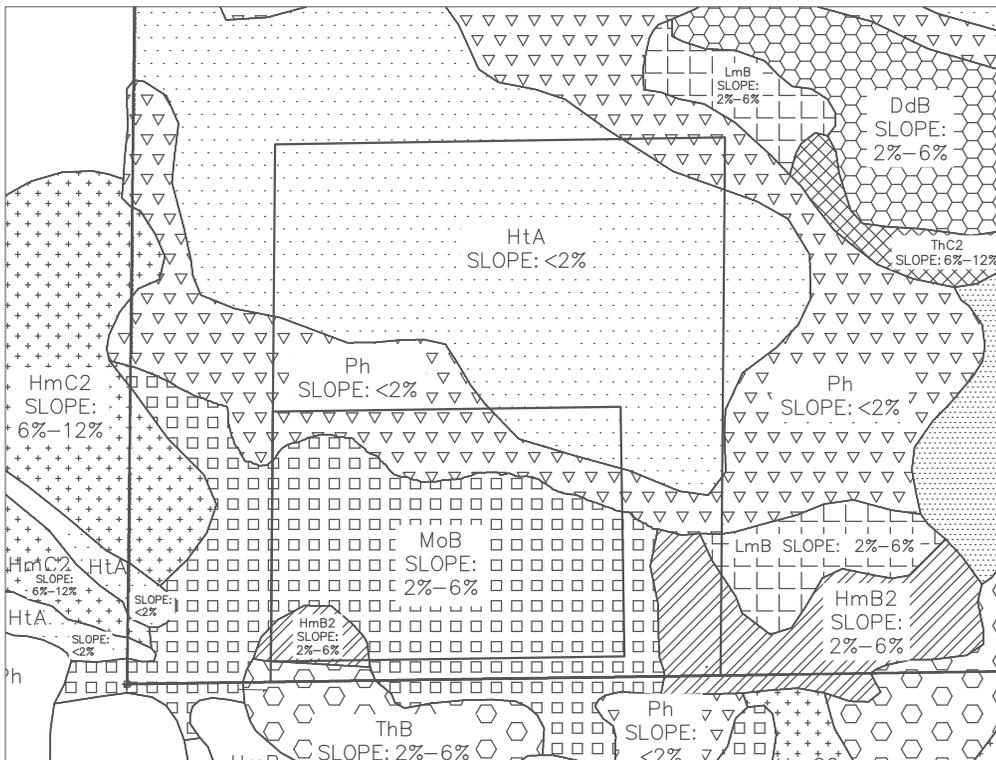
ALTHOUGH ALL LOTS IN THE CERTIFIED SURVEY MAP HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT EITHER A LICENSED PROFESSIONAL ENGINEER OR OTHER SOILS EXPERT DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS ON BASEMENT WALLS OR FLOORS OR THAT OTHER SPECIAL MEASURES BE TAKEN. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN. SEE NOTES NO. 11 AND 12 ON SHEET 4 FOR ADDITIONAL BASEMENT RESTRICTIONS.



Keith A. Kindred

06/29/2020

SOILS



WETLAND LINE TABLE

LINE	LENGTH	BEARING
L1	7.13	N05°06'15"E
L2	155.34	N01°15'47"E
L3	49.64	N24°20'54"E
L4	44.71	N74°24'37"E
L5	40.53	N02°03'15"E
L6	42.63	N63°00'49"E
L7	86.05	S67°58'53"E
L8	104.86	S77°31'36"E
L9	30.57	S27°03'47"E
L10	31.01	S83°41'50"E
L11	48.12	S69°02'51"E
L12	41.07	S38°35'25"E
L13	18.12	S15°07'07"E
L14	21.21	S59°54'50"E
L15	183.26	S81°20'15"E
L16	39.97	S40°17'11"E
L17	48.08	S87°02'00"E
L18	67.47	N71°32'56"E
L19	15.11	S86°39'06"E
L20	254.88	S67°25'11"E

CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

SURVEYOR'S CERTIFICATE:

I, KEITH A. KINDRED, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being all of Lot 2 of CSM NO. 10741 located in the SW. 1/4 of the SW. 1/4 of Section 11, T.8N., R.19E., Town of Lisbon, Waukesha County, Wisconsin, more fully described as follows:

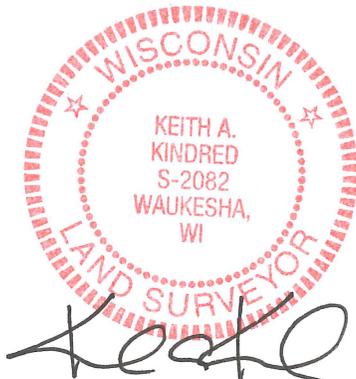
All of Lot 2 CSM #10741

That I have made such survey, land division and Certified Survey Map by the direction of FRANK J GROSS and PAMELA L GROSS, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Lisbon, Village of Sussex and Waukesha County in surveying, dividing and mapping the same.

Dated this 29th day of June, 2020.



06/29/2020

KEITH A. KINDRED, PLS S-2082

FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

THOSE AREAS IDENTIFIED AS FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR ON SHEETS 1, 2 AND 3 OF 9 OF THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS. ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER, AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGER INVASIVE VEGETATION AND APPROVAL IS OBTAINED BE THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. THE CONSTRUCTION IS PROHIBITED.

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I caused that land described on this plat to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. I also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) Town of Lisbon
- 2) Village of Sussex
- 3) Waukesha County

WITNESS the hand and seal of said owner this _____ day of _____.

In Presence of:

Frank J Gross

Pamela L Gross

STATE OF WISCONSIN)

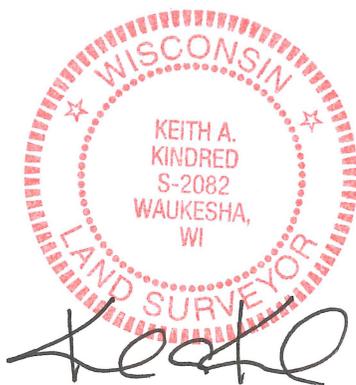
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named Pamela Gross to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



06/29/2020

CERTIFIED SURVEY MAP NO. _____

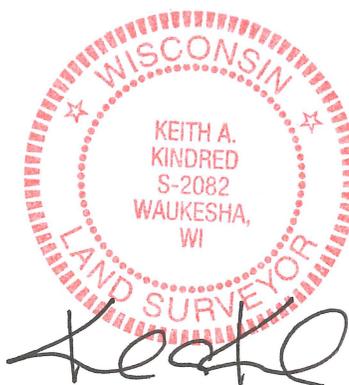
BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

COUNTY OF WAUKESHA APPROVAL:

Resolved that the Certified Survey Map, in the Town of Lisbon, Wisconsin, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statutes.

DATE: _____

Dale R. Shaver, Director, Waukesha County Department of Parks and Land Use



06/29/2020

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Lisbon, Pamela Gross, owner, is hereby approved by the Town Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
Joseph Osterman, Town Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of the Town of Lisbon.

Date: _____ Signed _____
Rick Goeckner, MMC, Interm Town Clerk

TOWN PLAN COMMISSION APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Lisbon, Pamela Gross, owner, is hereby approved by the Town Plan Commission.

Date: _____ Signed _____
Joseph Osterman, Town Chairman

Date: _____ Signed _____
Jane Stadler, Plan Commission Secretary

EXTRATERRITORIAL VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Lisbon, is hereby acknowledged by the Village Board of the Village of Sussex.

As of this _____ day of _____, 2020.

Date: _____ Signed _____
Gregory Goetz, Village President

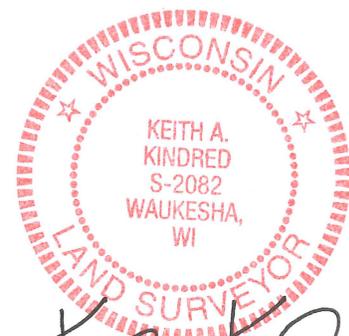
EXTRATERRITORIAL PLAN COMMISSION APPROVAL CERTIFICATE:

Acknowledged by the Village of Sussex Plan Commission.

Approved as of the _____ day of _____, 2020.

Date: _____ Signed _____
Gregory Goetz, Chairman

Date: _____ Signed _____
Sam Liebert, Village Clerk



Keith A. Kindred

06/29/2020

DEED RESTRICTION
PROPERTY MAINTENANCE AGREEMENT AND
DECLARATION OF RESTRICTIONS AND
OWNERSHIP FOR PRIVATE STREET OR WAY

RECITALS:

This Property Maintenance Agreement and Declaration of Restrictions and Ownership for Private Street or Way, has been made on the date signed by the undersigned owner(s) of lands, hereinafter "subject lots", located in the Town of Lisbon, Waukesha County, Wisconsin and legally described on Exhibit A attached hereto and incorporated herein.

The purpose of this Agreement is to ensure adequate ownership and maintenance of a shared private driveway in a form satisfactory to the Plan Commission of the Town of Lisbon. In order to effect a property maintenance agreement for the above-described land, to impose that agreement as a restriction upon the land, to determine ownership of the private Street or way and to place a deed restriction on the subject lots giving notice that access is use of a private street or way, all in order to comply with Zoning Code of the Town of Lisbon, Waukesha County, Wisconsin it is declared as follows:

DEED RESTRICTION:

1. A private street or way to serve the above-described subject lots is hereby created, the center line of which traverses the lot line which separates the subject lots, more specifically as legally described on Exhibit B attached hereto and incorporated herein, for the benefit of the subject lots.
2. The private Street or way referenced above shall not be used for parking and the owner(s) of any lots serviced by the private Street or way, now or in the future, shall provide parking areas for their respective guests and service personnel.
3. The private Street or way referenced above shall be maintained and plowed by the owner(s) of the subject lots.
4. The private Street or way referenced above shall be maintained in such a condition as to provide reasonable access for fire trucks and other emergency vehicles and any work required for that purpose shall be borne by the owner(s) of the subject lots.

5. Any damage caused by trucks or equipment to the private street or way referenced above shall be repaired at the expense of the owner(s) who hired said truck or equipment.

6. No owner(s) of the subject lots, now or in the future, shall ever prevent or inhibit any other owner(s) from utilizing such private street or way for ingress or egress to any lot serviced by the private street or way so long as the person or persons seeking ingress or egress are upon the property with the actual implied permission of the owner(s) of a lot serviced by the private street or way.

7. Access to the subject lots are, and shall remain, by way of private Street or way as referenced, provided and described herein and not by municipal or Village Street. Maintenance for the private Street or way referenced above shall be the sole responsibility of the owner(s) as provided herein. Neither ownership or nor responsibility for maintenance of the private street or way shall be transferred to the Village of Nashotah or Waukesha County or their successors or assigns.

8. This property maintenance agreement and declaration is superior and paramount to the right of any parties hereto in the respective servient estates so created and is binding upon the owner(s) of the subject lots, their successors, heirs and assigns. The owner(s) of the subject lots further agree that it is a covenant and restriction that shall run with the land.

9. This document must be legally recorded with the Register of Deeds by the undersigned owner(s) of the subject lots.

Executed this _____ day of _____, _____

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, _____

the above-named _____ instrument and

acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires _____

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, _____

the above-named _____ instrument and

acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires _____

This document drafted by:
Attorney Gabriel D. Arevalo
McLario, Helm, Bertling & Spiegel, S.C.
N88W16783 Main St.
Menomonee Falls, WI 53051
(262) 251-4210
gabe@mclario.com

EXHIBIT A

1. Lot 1 and Lot 2 as described in CERTIFIED SURVEY MAP NO _____, BEING A REDIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI, and drafted by Keith A. Kindred, PLS S-2082, SEH, INC, 501 Maple Ave, Delafield, WI 53018-9351 on 06/29/2020, Project No. 13951.

2. Said instrument is attached hereto.

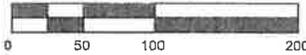
CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI



SEE SHEET 1 FOR OVERALL
 SEE SHEETS 2 & 3 FOR DETAILS
 SEE SHEETS 4 THRU 6 FOR NOTES
 L.F.E. - LOWEST FLOOR ELEVATION - BASEMENT FLOOR
 SURFACE ELEVATIONS SHALL NOT BE LOWER THAN (L.F.E.)
 DUE TO THE POTENTIAL FOR SEASONAL HIGH WATER TABLE

SCALE: 1" = 100'



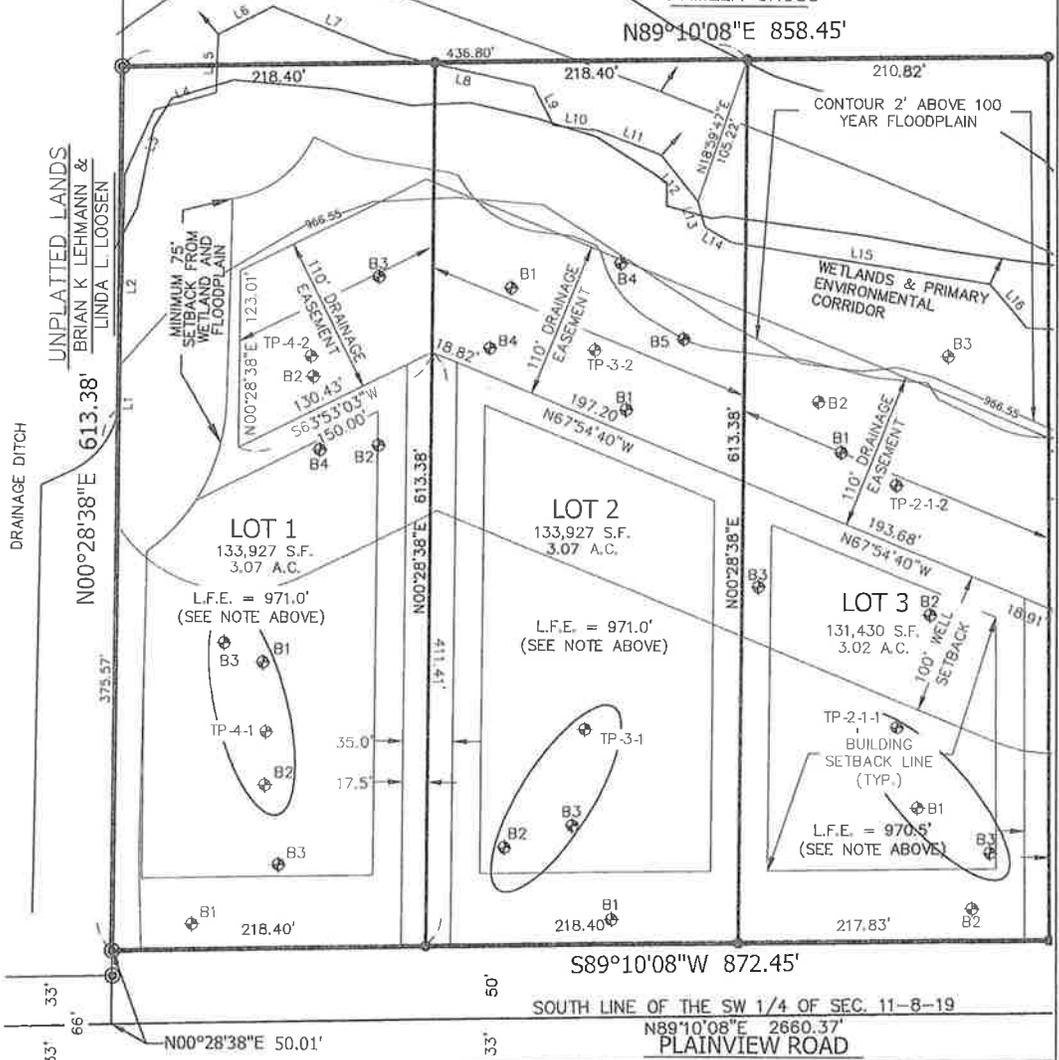
DETAIL



06/29/2020

LOT 1
 CSM # 10741
 PAMELA GROSS

WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS & 100 YEAR FLOODPLAIN BOUNDARY (EL. 964.55, DATUM NGVD29) PER HYDROLOGIC & HYDRAULIC ANALYSES BY HEY & ASSOCIATES, INC. DATED JUNE, 2004 (SEE GENERAL NOTE 6 ON SHEET 4)



UNPLATTED LANDS
 COREY A SMITH

UNPLATTED LANDS
 WILLIAM III & PAM
 PEREGO

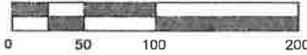
CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI



SEE SHEET 1 FOR OVERALL
 SEE SHEETS 2 & 3 FOR DETAILS
 SEE SHEETS 4 THRU 6 FOR NOTES
 L.F.E. - LOWEST FLOOR ELEVATION - BASEMENT FLOOR
 SURFACE ELEVATIONS SHALL NOT BE LOWER THAN (L.F.E.)
 DUE TO THE POTENTIAL FOR SEASONAL HIGH WATER TABLE

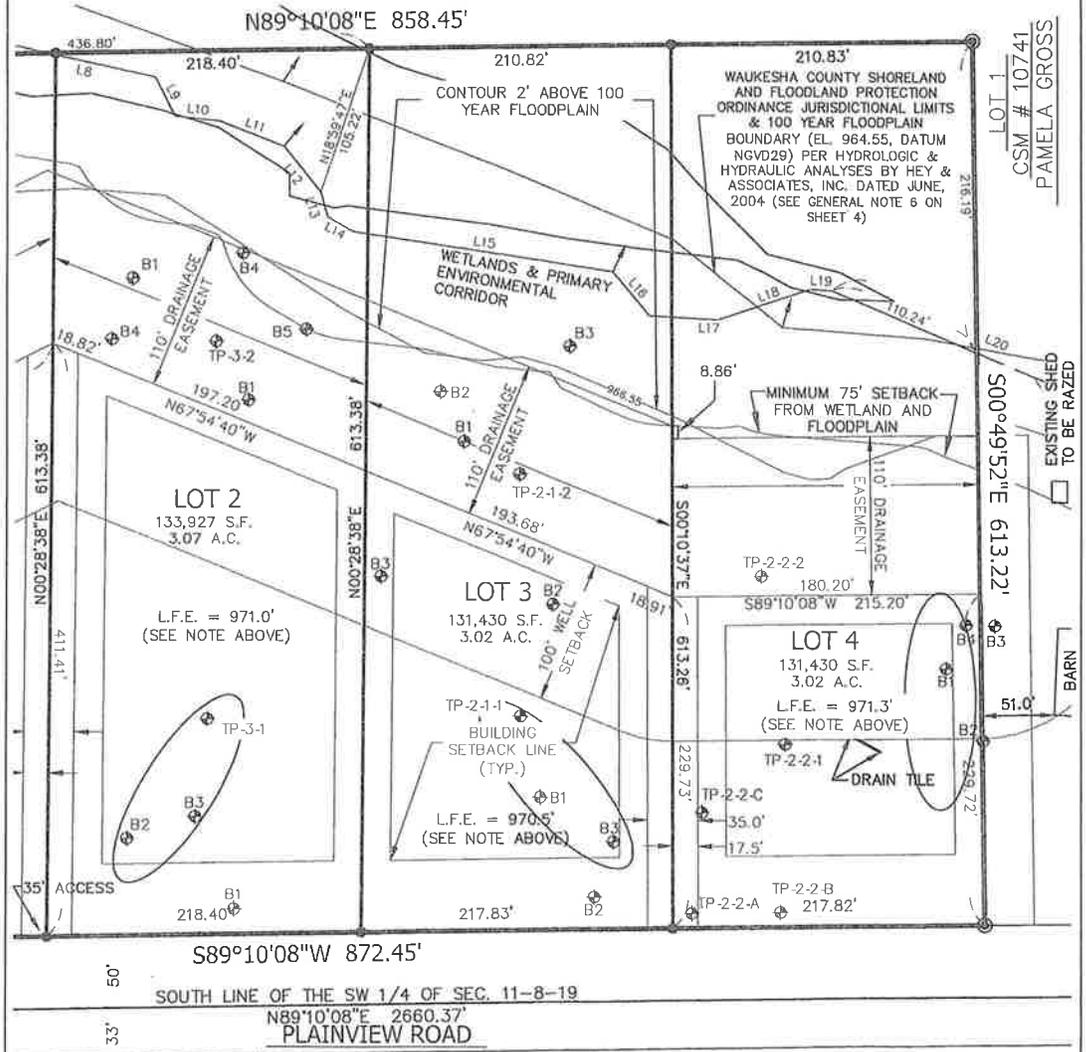
SCALE: 1" = 100'



LOT 1
 CSM # 10741
 PAMELA GROSS

06/29/2020

DETAIL



LOT 1
 CSM # 10741
 PAMELA GROSS

EXISTING SHED
 TO BE RAZED

BARN

UNPLATTED LANDS
 COREY A SMITH

UNPLATTED LANDS
 WILLIAM III & PAM
 PEREGO

CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

GENERAL NOTES:

1) ALL EASEMENTS ARE GRANTED TO THE TOWN OF LISBON UNLESS OTHERWISE STATED.

SHARED DRIVEWAY EASEMENT ON LOT 1 TO BE GRANTED TO LOT 2 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 1 OR LOT 2.

SHARED DRIVEWAY EASEMENT ON LOT 2 TO BE GRANTED TO LOT 1 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 1 OR LOT 2.

SHARED DRIVEWAY EASEMENT ON LOT 4 TO BE GRANTED TO LOT 3 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 4 OR LOT 3.

SHARED DRIVEWAY EASEMENT ON LOT 3 TO BE GRANTED TO LOT 4 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 4 OR LOT 3.

MAINTENANCE ACCESS EASEMENTS ARE ALSO GRANTED TO THE TOWN OF LISBON FOR STORMWATER MANAGEMENT MAINTENANCE PURPOSES.

2) THE LOTS ON THIS CERTIFIED SURVEY MAP AND THE ADJACENT LOT TO THE EAST (LOT 1 CSM NO. 10741) ARE LIMITED TO A TOTAL OF THREE (3) ACCESS POINTS ONTO PLAINVIEW RD. PER A CONDITIONAL REZONING ADOPTED BY THE WAUKESHA COUNTY BOARD OF SUPERVISORS ON FEBRUARY 24, 2009 (FILE NO. SZ-1466A).

3) WETLAND LIMITS DELINEATED BY HEY AND ASSOC. ON APRIL 29, 2004. DNR CONCURRENCE ON OCT. 19, 2004. U.S. ARMY CORPS OF ENGINEERS CONCURRENCE ON AUG. 11, 2004. SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION CONCURRENCE THAT WETLAND REMAIN THE SAME SEPT 2019.

4) PRIMARY ENVIRONMENTAL CORRIDOR DELINEATED BY WELCH HANSON ASSOCIATES ON JULY 13, 2004. SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION CONCURRENCE PER LETTER DATED OCT. 2, 2008. SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION PROVIDED UPDATED CONCURRENCE IN SEPT, 2019. PEC DELINEATION IS VALID PER THEIR ORIGINAL CONCURRENCE, DATED OCT, 2008.

5) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.

6) FLOODPLAIN ELEVATION IS 964.55, DATUM NGVD29, PER HYDROLOGIC AND HYDRAULIC ANALYSES BY HEY AND ASSOCIATES, INC. THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION APPROVED THE FLOODPLAIN ELEVATION PER LETTER DATED NOV. 25, 2008. THE DNR APPROVED THE FLOODPLAIN ELEVATION PER LETTER DATED JAN. 26, 2009.

7) BUILDING SETBACK - 50', BUILDING OFFSET - 20'

8) BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 11-8-19 AS N89°10'08"E.

9) ALL BUILDING SETBACKS AND OFFSETS ARE MEASURED FROM THE NEAR EDGE OF ANY DRAINAGE & ACCESS EASEMENT.

10) NO WELL MAY BE CONSTRUCTED WITHIN 100 FEET OF THE "110' DRAINAGE EASEMENTS" DEPICTED ON THIS CERTIFIED SURVEY MAP.

11) ALL FUTURE PRINCIPAL BUILDINGS TO BE ERECTED ON ANY LOT IN THIS CERTIFIED SURVEY MAP MUST COMPLY WITH SECTION 3.05 OF THE TOWN OF LISBON ZONING ORDINANCE, WHICH REQUIRES BASEMENT FLOOR ELEVATIONS TO BE A MINIMUM OF EIGHT TEEN (18) INCHES ABOVE THE HIGHEST ANTICIPATED SEASONAL GROUND WATER LEVEL. IN ADDITION, NO BUILDING SHALL BE LOCATED WITHIN TWENTY (20) FT. OF THE ORDINARY HIGH WATER LINE OF THE DRAINAGE DITCHES LOCATED ON LOT 1 OF CERTIFIED SURVEY MAP NO. 10741 OR WITH THE LOWEST FLOOR LESS THAN EIGHT TEEN (18) INCHES ABOVE THE ORDINARY HIGH WATER LINE OF THE DRAINAGE DITCHES LOCATED ON LOT 1 OF CERTIFIED SURVEY MAP NO. 10741.

12) THE TOWN OF LISBON PLAN COMMISSION SHALL REVIEW ALL LOT DEVELOPMENT PLANS THAT WOULD REQUIRE MORE THAN FOUR (4) FEET OF LOT FILL. BASED ON KNOWN GROUNDWATER CONDITIONS COMPLIANCE WITH SECTION 3.05 OF ZONING CODE MAY RESULT IN PROHIBITION OF A STRUCTURE BASEMENT.

13) FLOODPLAIN BOUNDARY/ELEVATION IS SUBJECT TO CHANGE AS PART OF THE FOX RIVER WATERSHED FLOODPLAIN MODERNIZATION PROJECT THAT IS CURRENTLY PENDING WITH FEMA. THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS ARE SUBJECT TO CHANGE IF, IN THE FUTURE, EITHER OF THE TWO DRAINAGE DITCHES ON THE ADJACENT LOT TO THE NORTH AND EAST OF THIS CERTIFIED SURVEY MAP (LOT 1 CSM NO. 10741) ARE DETERMINED BY THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TO BE NAVIGABLE. IF EITHER OF THOSE TWO DRAINAGE DITCHES ARE FOUND TO BE NAVIGABLE STREAMS, THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS WILL CHANGE FROM THE 100 YEAR FLOODPLAIN BOUNDARY TO 300 FEET FROM THE NAVIGABLE DRAINAGE STREAM OR THE LANDWARD SIDE OF THE 100 YEAR FLOODPLAIN, WHICHEVER EXTENDS FARTHER.

14) THESE LANDS ARE SUBJECT TO A STORMWATER AGREEMENT RECORDED AS DOCUMENT 9901757B.



Keith A. Kindred
06/29/2020

CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

SURVEYOR'S CERTIFICATE:

I, KEITH A. KINDRED, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being all of Lot 2 of CSM NO. 10741 located in the SW. 1/4 of the SW. 1/4 of Section 11, T.8N., R.19E., Town of Lisbon, Waukesha County, Wisconsin, more fully described as follows:

All of Lot 2 CSM #10741

That I have made such survey, land division and Certified Survey Map by the direction of FRANK J GROSS and PAMELA L GROSS, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Lisbon, Village of Sussex and Waukesha County in surveying, dividing and mapping the same.

Dated this 29th day of June, 2020



06/29/2020

KEITH A. KINDRED, PLS S-2082

FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

THOSE AREAS IDENTIFIED AS FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR ON SHEETS 1, 2 AND 3 OF 9 OF THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER, AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE—PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE—PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGER INVASIVE VEGETATION AND APPROVAL IS OBTAINED BE THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE—PLANNING AND ZONING DIVISION.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. THE CONSTRUCTION IS PROHIBITED.

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I caused that land described on this plat to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. I also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) Town of Lisbon
- 2) Village of Sussex
- 3) Waukesha County

WITNESS the hand and seal of said owner this _____ day of _____

In Presence of:

Frank J Gross

Pamela L Gross

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named Pamela Gross to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



A circular notary seal for Keith A. Kindred, Notary Public, State of Wisconsin, is positioned above a handwritten signature in cursive that reads "Keith".

06/29/2020

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

COUNTY OF WAUKESHA APPROVAL:

Resolved that the Certified Survey Map, in the Town of Lisbon, Wisconsin, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statutes.

DATE: _____

Dale R. Shaver, Director, Waukesha County Department of Parks and Land Use



06/29/2020

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Lisbon, Pamela Gross, owner, is hereby approved by the Town Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed: _____
Joseph Osterman, Town Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of the Town of Lisbon.

Date: _____ Signed: _____
Rick Goeckner, MMC, Interm Town Clerk

TOWN PLAN COMMISSION APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Lisbon, Pamela Gross, owner, is hereby approved by the Town Plan Commission.

Date: _____ Signed: _____
Joseph Osterman, Town Chairman

Date: _____ Signed: _____
Jane Stadler, Plan Commission Secretary

EXTRATERRITORIAL VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Lisbon, is hereby acknowledged by the Village Board of the Village of Sussex.

As of this _____ day of _____, 2020.

Date: _____ Signed: _____
Gregory Goetz, Village President

EXTRATERRITORIAL PLAN COMMISSION APPROVAL CERTIFICATE:

Acknowledged by the Village of Sussex Plan Commission.

Approved as of the _____ day of _____, 2020.

Date: _____ Signed: _____
Gregory Goetz, Chairman

Date: _____ Signed: _____
Sam Liebert, Village Clerk



06/29/2020

EXHIBIT B

1. A private street or way to serve the above-described subject lots is hereby created over the following described property located in the Town of Lisbon, Waukesha County, Wisconsin:

BEING A PART OF LOT 1 AND LOT 2 OF CSM _____ LOCATED IN THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°10'08"E ALONG THE SOUTH LOT LINE OF LOT 1 A DISTANCE OF 200.90' TO THE POINT OF BEGINNING; THENCE N00°28'88"E, 403.05'; THENCE N63°53'03"E, 19.57'; THENCE S67°54'40"E, 18.82'; THENCE S00°28'38"W, 404.08'; THENCE S89°10'08"W, 35.00'; TO THE POINT OF BEGINNING

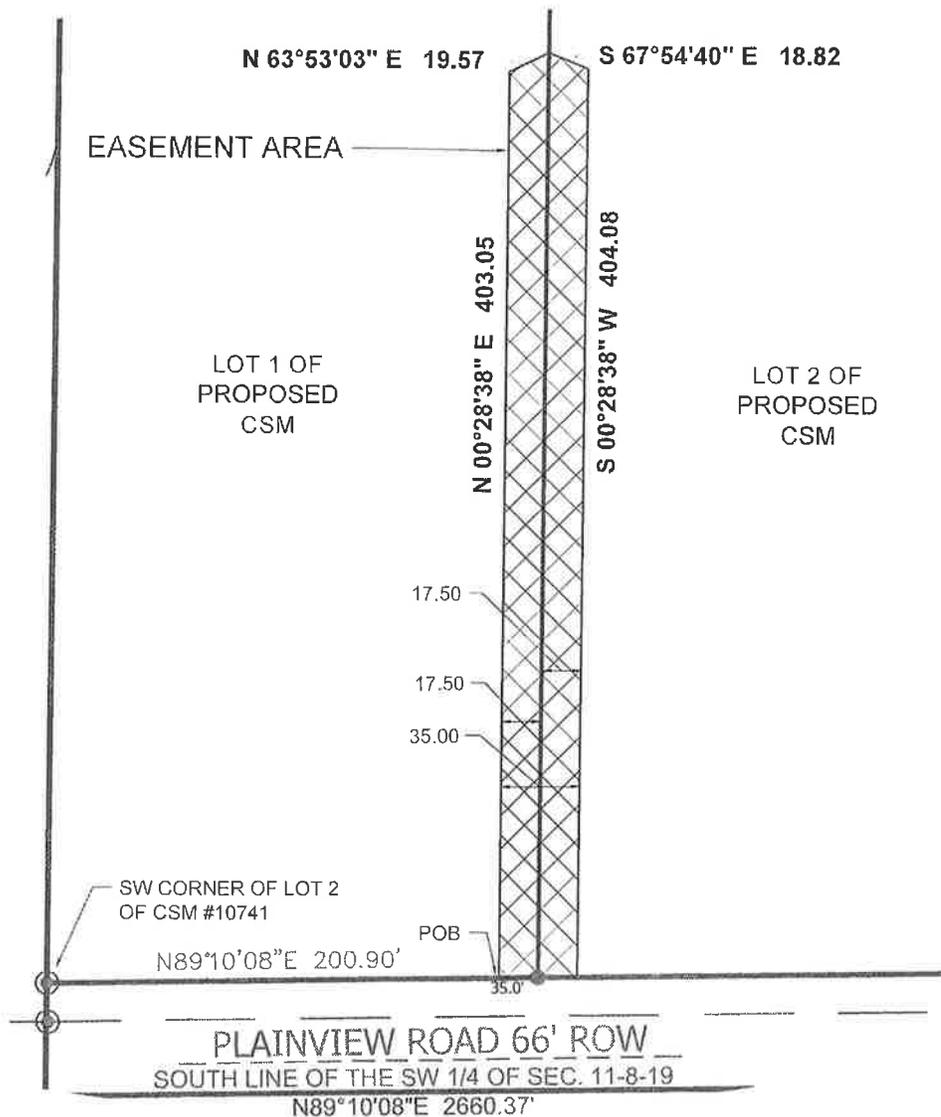
2. See SHARED ACCESS EASEMENT EXHIBIT prepared by SEH, INC, 501 Maple Ave, Delafield, WI 53018-9351, Project No. 152527, attached hereto.

SHARED ACCESS EASEMENT EXHIBIT

BEING A PART OF LOT 1 AND LOT 2 OF CSM _____ LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N89°10'08"E ALONG THE SOUTH LOT LINE OF LOT 1 A DISTANCE OF 200.90' TO THE POINT OF BEGINNING; THENCE N00°28'38"E, 403.05'; THENCE N63°53'03"E, 19.57'; THENCE S67°54'40"E, 18.82'; THENCE S00°28'38"W, 404.08'; THENCE S89°10'08"W, 35.00'; TO THE POINT OF BEGINNING

CONTAINS 14,262.06 SQ.FT.

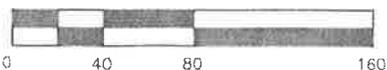


LEGEND

- ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- - 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.



SCALE: 1" = 80



PHONE: 414.949.8919
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

DEED RESTRICTION
PROPERTY MAINTENANCE AGREEMENT AND
DECLARATION OF RESTRICTIONS AND
OWNERSHIP FOR PRIVATE STREET OR WAY

RECITALS:

This Property Maintenance Agreement and Declaration of Restrictions and Ownership for Private Street or Way, has been made on the date signed by the undersigned owner(s) of lands, hereinafter "subject lots", located in the Town of Lisbon, Waukesha County, Wisconsin and legally described on Exhibit A attached hereto and incorporated herein.

The purpose of this Agreement is to ensure adequate ownership and maintenance of a shared private driveway in a form satisfactory to the Plan Commission of the Town of Lisbon. In order to effect a property maintenance agreement for the above-described land, to impose that agreement as a restriction upon the land, to determine ownership of the private Street or way and to place a deed restriction on the subject lots giving notice that access is use of a private street or way, all in order to comply with Zoning Code of the Town of Lisbon, Waukesha County, Wisconsin it is declared as follows:

DEED RESTRICTION:

1. A private street or way to serve the above-described subject lots is hereby created, the center line of which traverses the lot line which separates the subject lots, more specifically as legally described on Exhibit B attached hereto and incorporated herein, for the benefit of the subject lots.
2. The private Street or way referenced above shall not be used for parking and the owner(s) of any lots serviced by the private Street or way, now or in the future, shall provide parking areas for their respective guests and service personnel.
3. The private Street or way referenced above shall be maintained and plowed by the owner(s) of the subject lots.
4. The private Street or way referenced above shall be maintained in such a condition as to provide reasonable access for fire trucks and other emergency vehicles and any work required for that purpose shall be borne by the owner(s) of the subject lots.

5. Any damage caused by trucks or equipment to the private street or way referenced above shall be repaired at the expense of the owner(s) who hired said truck or equipment.

6. No owner(s) of the subject lots, now or in the future, shall ever prevent or inhibit any other owner(s) from utilizing such private street or way for ingress or egress to any lot serviced by the private street or way so long as the person or persons seeking ingress or egress are upon the property with the actual implied permission of the owner(s) of a lot serviced by the private street or way.

7. Access to the subject lots are, and shall remain, by way of private Street or way as referenced, provided and described herein and not by municipal or Village Street. Maintenance for the private Street or way referenced above shall be the sole responsibility of the owner(s) as provided herein. Neither ownership or nor responsibility for maintenance of the private street or way shall be transferred to the Village of Nashotah or Waukesha County or their successors or assigns.

8. This property maintenance agreement and declaration is superior and paramount to the right of any parties hereto in the respective servient estates so created and is binding upon the owner(s) of the subject tots, their successors, heirs and assigns. The owner(s) of the subject lots further agree that it is a covenant and restriction that shall run with the land.

9. This document must be legally recorded with the Register of Deeds by the undersigned owner(s) of the subject lots.

Executed this _____ day of _____, _____

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this _____ day of _____,

the above-named _____ instrument and

acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires _____

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this _____ day of _____,

the above-named _____ instrument and

acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires _____

This document drafted by:
Attorney Gabriel D. Arevalo
McLario, Helm, Bertling & Spiegel, S.C.
N88W16783 Main St.
Menomonee Falls, WI 53051
(262) 251-4210
gabe@mclario.com

EXHIBIT A

1. Lot 3 and Lot 4 as described in CERTIFIED SURVEY MAP NO _____, BEING A REDIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI, and drafted by Keith A. Kindred, PLS S-2082, SEH, INC, 501 Maple Ave, Delafield, WI 53018-9351 on 06/29/2020, Project No. 13951.

2. Said instrument is attached hereto.

CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

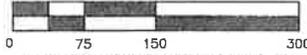
SURVEYOR:
 KEITH A. KINDRED, PLS S-2082
 SEH
 501 MAPLE AVE
 DELAFIELD, WI 53018
 (414) 949-8919
ENGINEER:
 IGOR VAYNBERG
 SEH
 501 MAPLE AVE
 DELAFIELD, WI 53018

SURVEY FOR:
 FRANK J GROSS AND
 PAMELA L GROSS
 24159 HARBOR VIEW ROAD
 PUNTA GORDA, FL 33980
 (941) 625-3802

- LOTS 1, 2, 3, AND 4 ARE A-3
 AGRICULTURE/RESIDENTIAL ESTATE
 ZONING DISTRICT
 - THESE LANDS ARE SUBJECT TO
 A STORMWATER AGREEMENT
 RECORDED AS DOC. #99017578

WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION
 ORDINANCE JURISDICTIONAL LIMITS
 & 100 YEAR FLOODPLAIN BOUNDARY (EL. 964.55, DATUM NGVD29) PER
 HYDROLOGIC & HYDRAULIC ANALYSES BY HEY & ASSOCIATES, INC.
 DATED JUNE, 2004 (SEE GENERAL NOTE 6 ON SHEET 4)

SCALE: 1" = 150'



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE
 PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927)
 GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF
 SECTION 11-8-19 AS N89°10'08"E

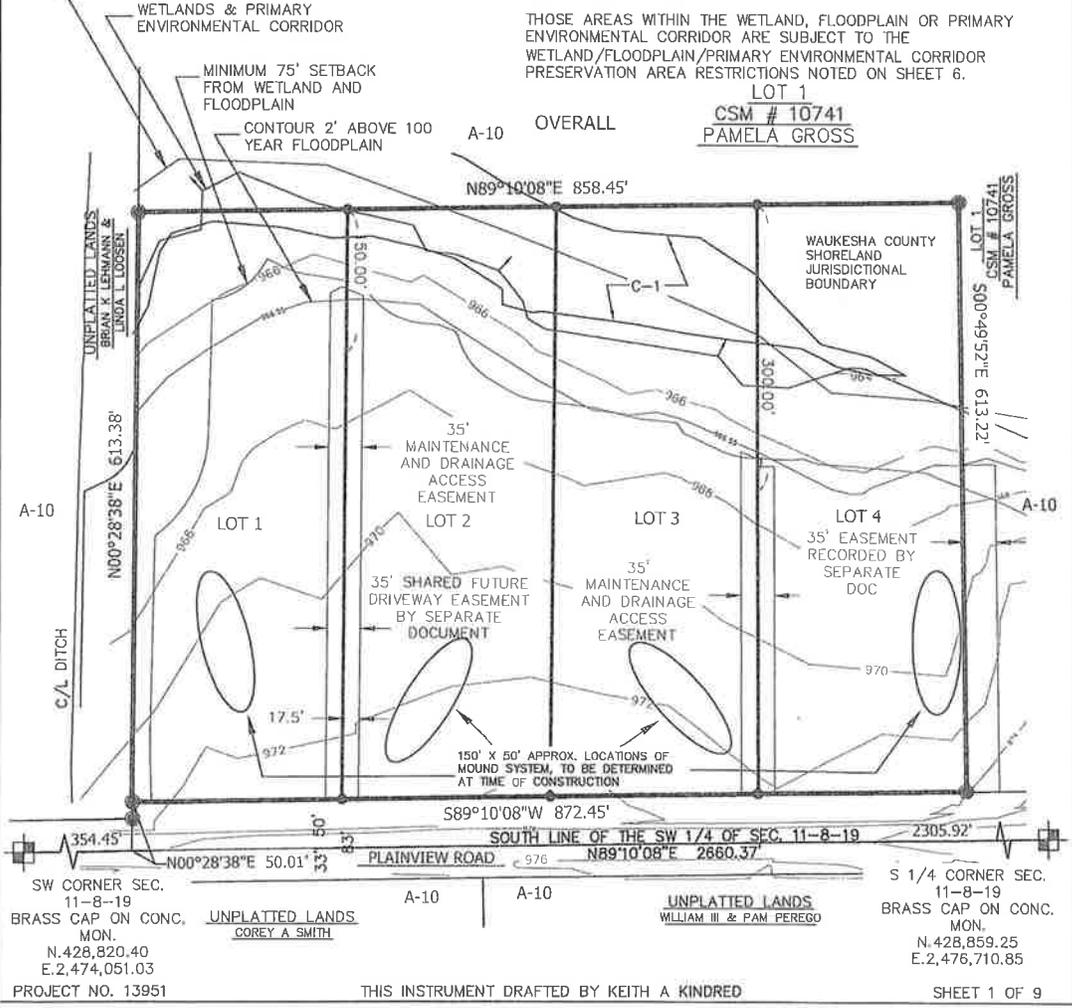
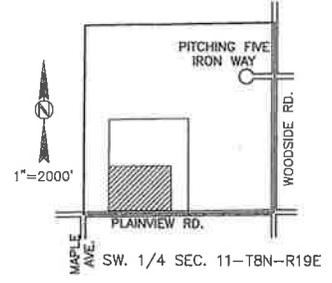
LEGEND

- ⊕ - CONC. MON. W/ BRASS CAP FND.
- ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- - 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.



06/29/2020

LOCATION MAP



SW CORNER SEC. 11-8-19 BRASS CAP ON CONC. MON. N.428,820.40 E.2,474,051.03 PROJECT NO. 13951

UNPLATTED LANDS COREY A SMITH

A-10

A-10

UNPLATTED LANDS WILLIAM III & PAMI PEREGO

S 1/4 CORNER SEC. 11-8-19 BRASS CAP ON CONC. MON. N.428,859.25 E.2,476,710.85

THIS INSTRUMENT DRAFTED BY KEITH A KINDRED

SHEET 1 OF 9

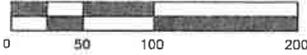
CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI



SEE SHEET 1 FOR OVERALL
 SEE SHEETS 2 & 3 FOR DETAILS
 SEE SHEETS 4 THRU 6 FOR NOTES
 L.F.E. - LOWEST FLOOR ELEVATION - BASEMENT FLOOR
 SURFACE ELEVATIONS SHALL NOT BE LOWER THAN (L.F.E.)
 DUE TO THE POTENTIAL FOR SEASONAL HIGH WATER TABLE

SCALE: 1" = 100'



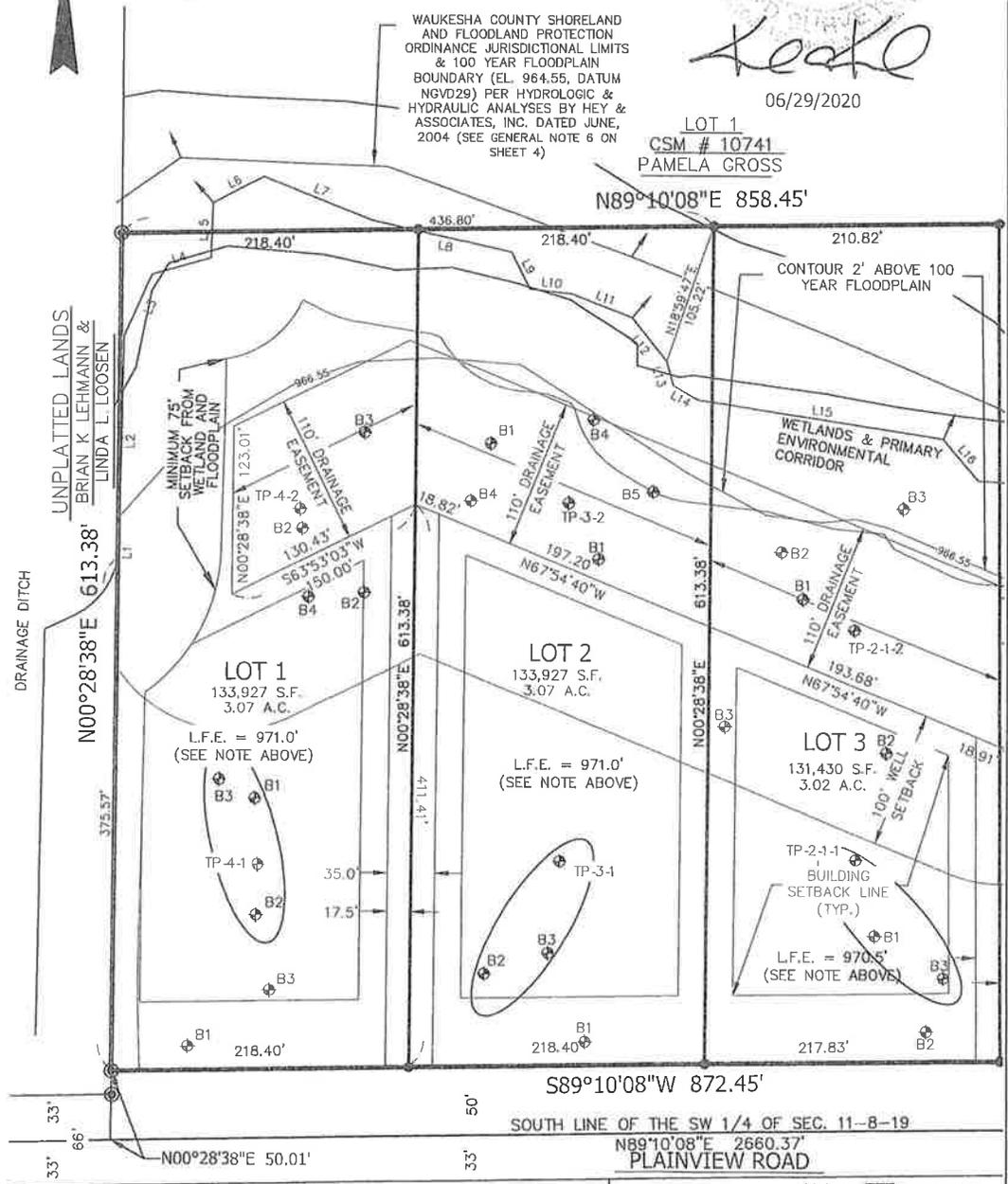
DETAIL



06/29/2020

LOT 1
 CSM # 10741
 PAMELA GROSS

WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS & 100 YEAR FLOODPLAIN BOUNDARY (EL. 984.55, DATUM NGVD29) PER HYDROLOGIC & HYDRAULIC ANALYSES BY HEY & ASSOCIATES, INC. DATED JUNE, 2004 (SEE GENERAL NOTE 6 ON SHEET 4)



UNPLATTED LANDS
 COREY A SMITH

UNPLATTED LANDS
 WILLIAM III & PAM PEREGO

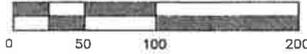
CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI



SEE SHEET 1 FOR OVERALL
 SEE SHEETS 2 & 3 FOR DETAILS
 SEE SHEETS 4 THRU 6 FOR NOTES
 L.F.E. - LOWEST FLOOR ELEVATION - BASEMENT FLOOR
 SURFACE ELEVATIONS SHALL NOT BE LOWER THAN (L.F.E.)
 DUE TO THE POTENTIAL FOR SEASONAL HIGH WATER TABLE

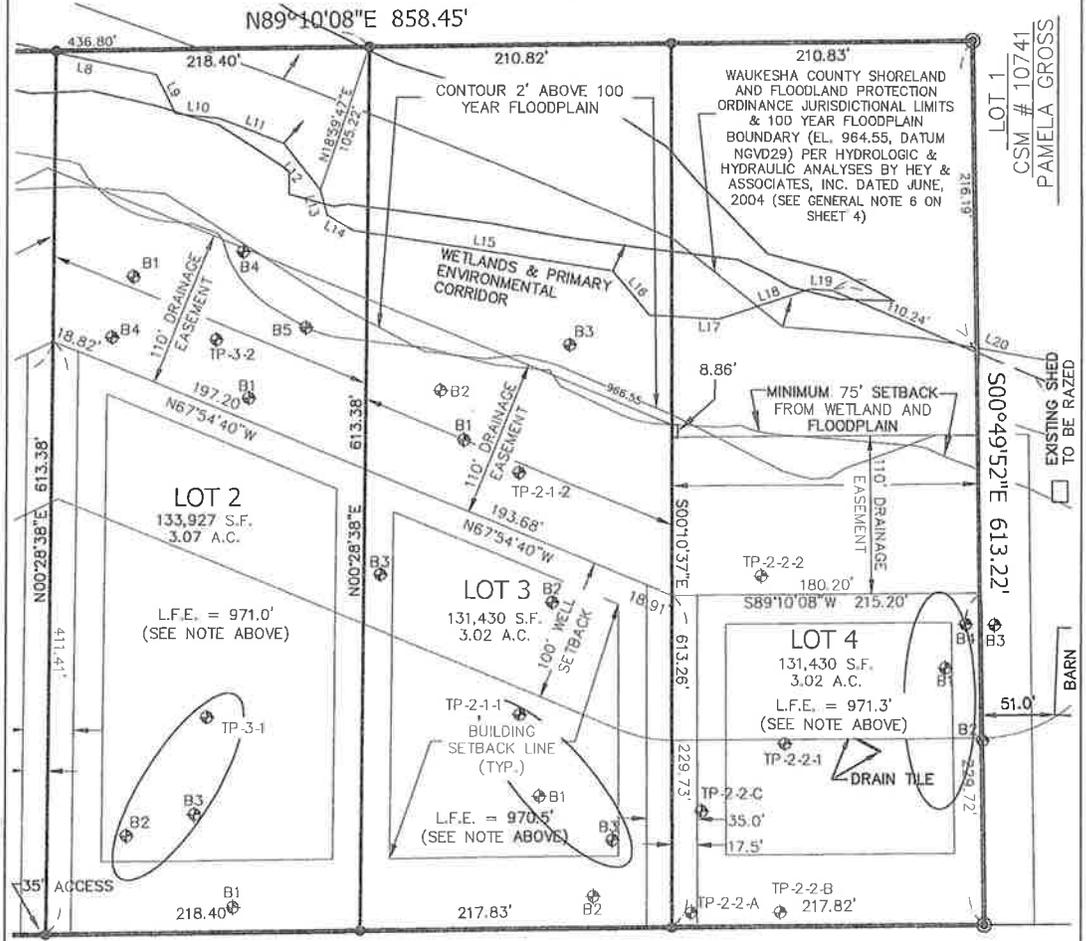
SCALE: 1" = 100'



LOT 1
 CSM # 10741
 PAMELA GROSS

06/29/2020

DETAIL



LOT 1
 CSM # 10741
 PAMELA GROSS

50'
 35' ACCESS

50'
 33'

S89°10'08"W 872.45'

SOUTH LINE OF THE SW 1/4 OF SEC. 11-8-19

N89°10'08"E 2660.37'
 PLAINVIEW ROAD

UNPLATTED LANDS
 COREY A SMITH

UNPLATTED LANDS
 WILLIAM III & PAM PEREGO

CERTIFIED SURVEY MAP NO.

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

GENERAL NOTES:

- 1) ALL EASEMENTS ARE GRANTED TO THE TOWN OF LISBON UNLESS OTHERWISE STATED.
SHARED DRIVEWAY EASEMENT ON LOT 1 TO BE GRANTED TO LOT 2 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 1 OR LOT 2.
SHARED DRIVEWAY EASEMENT ON LOT 2 TO BE GRANTED TO LOT 1 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 1 OR LOT 2.
SHARED DRIVEWAY EASEMENT ON LOT 4 TO BE GRANTED TO LOT 3 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 4 OR LOT 3.
SHARED DRIVEWAY EASEMENT ON LOT 3 TO BE GRANTED TO LOT 4 BY SEPARATE DOCUMENT UPON CHANGE OF OWNERSHIP OF SAID LOT 4 OR LOT 3.
MAINTENANCE ACCESS EASEMENTS ARE ALSO GRANTED TO THE TOWN OF LISBON FOR STORMWATER MANAGEMENT MAINTENANCE PURPOSES.
- 2) THE LOTS ON THIS CERTIFIED SURVEY MAP AND THE ADJACENT LOT TO THE EAST (LOT 1 CSM NO. 10741) ARE LIMITED TO A TOTAL OF THREE (3) ACCESS POINTS ONTO PLAINVIEW RD. PER A CONDITIONAL REZONING ADOPTED BY THE WAUKESHA COUNTY BOARD OF SUPERVISORS ON FEBRUARY 24, 2009 (FILE NO. SZ-1466A).
- 3) WETLAND LIMITS DELINEATED BY HEY AND ASSOC. ON APRIL 29, 2004. DNR CONCURRENCE ON OCT. 19, 2004. U.S. ARMY CORPS OF ENGINEERS CONCURRENCE ON AUG. 11, 2004. SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION CONCURRENCE THAT WETLAND REMAIN THE SAME SEPT 2019.
- 4) PRIMARY ENVIRONMENTAL CORRIDOR DELINEATED BY WELCH HANSON ASSOCIATES ON JULY 13, 2004. SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION CONCURRENCE PER LETTER DATED OCT. 2, 2008. SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION PROVIDED UPDATED CONCURRENCE IN SEPT, 2019. PEC DELINEATION IS VALID PER THEIR ORIGINAL CONCURRENCE, DATED OCT, 2008.
- 5) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.
- 6) FLOODPLAIN ELEVATION IS 964.55, DATUM NGVD29, PER HYDROLOGIC AND HYDRAULIC ANALYSES BY HEY AND ASSOCIATES, INC. THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION APPROVED THE FLOODPLAIN ELEVATION PER LETTER DATED NOV. 25, 2008. THE DNR APPROVED THE FLOODPLAIN ELEVATION PER LETTER DATED JAN. 26, 2009.
- 7) BUILDING SETBACK - 50', BUILDING OFFSET - 20'
- 8) BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 11-8-19 AS N89°10'08"E.
- 9) ALL BUILDING SETBACKS AND OFFSETS ARE MEASURED FROM THE NEAR EDGE OF ANY DRAINAGE & ACCESS EASEMENT.
- 10) NO WELL MAY BE CONSTRUCTED WITHIN 100 FEET OF THE "110' DRAINAGE EASEMENTS" DEPICTED ON THIS CERTIFIED SURVEY MAP.
- 11) ALL FUTURE PRINCIPAL BUILDINGS TO BE ERECTED ON ANY LOT IN THIS CERTIFIED SURVEY MAP MUST COMPLY WITH SECTION 3.05 OF THE TOWN OF LISBON ZONING ORDINANCE, WHICH REQUIRES BASEMENT FLOOR ELEVATIONS TO BE A MINIMUM OF EIGHT TEEN (18) INCHES ABOVE THE HIGHEST ANTICIPATED SEASONAL GROUND WATER LEVEL. IN ADDITION, NO BUILDING SHALL BE LOCATED WITHIN TWENTY (20) FT. OF THE ORDINARY HIGH WATER LINE OF THE DRAINAGE DITCHES LOCATED ON LOT 1 OF CERTIFIED SURVEY MAP NO. 10741 OR WITH THE LOWEST FLOOR LESS THAN EIGHT TEEN (18) INCHES ABOVE THE ORDINARY HIGH WATER LINE OF THE DRAINAGE DITCHES LOCATED ON LOT 1 OF CERTIFIED SURVEY MAP NO. 10741.
- 12) THE TOWN OF LISBON PLAN COMMISSION SHALL REVIEW ALL LOT DEVELOPMENT PLANS THAT WOULD REQUIRE MORE THAN FOUR (4) FEET OF LOT FILL. BASED ON KNOWN GROUNDWATER CONDITIONS COMPLIANCE WITH SECTION 3.05 OF ZONING CODE MAY RESULT IN PROHIBITION OF A STRUCTURE BASEMENT.
- 13) FLOODPLAIN BOUNDARY/ELEVATION IS SUBJECT TO CHANGE AS PART OF THE FOX RIVER WATERSHED FLOODPLAIN MODERNIZATION PROJECT THAT IS CURRENTLY PENDING WITH FEMA. THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS ARE SUBJECT TO CHANGE IF, IN THE FUTURE, EITHER OF THE TWO DRAINAGE DITCHES ON THE ADJACENT LOT TO THE NORTH AND EAST OF THIS CERTIFIED SURVEY MAP (LOT 1 CSM NO. 10741) ARE DETERMINED BY THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TO BE NAVIGABLE. IF EITHER OF THOSE TWO DRAINAGE DITCHES ARE FOUND TO BE NAVIGABLE STREAMS, THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS WILL CHANGE FROM THE 100 YEAR FLOODPLAIN BOUNDARY TO 300 FEET FROM THE NAVIGABLE DRAINAGE STREAM OR THE LANDWARD SIDE OF THE 100 YEAR FLOODPLAIN, WHICHEVER EXTENDS FARTHER.
- 14) THESE LANDS ARE SUBJECT TO A STORMWATER AGREEMENT RECORDED AS DOCUMENT 9901757B.



06/29/2020

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

SURVEYOR'S CERTIFICATE:

I, KEITH A. KINDRED, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being all of Lot 2 of CSM NO. 10741 located in the SW. 1/4 of the SW. 1/4 of Section 11, T.8N., R.19E., Town of Lisbon, Waukesha County, Wisconsin, more fully described as follows:

All of Lot 2 CSM #10741

That I have made such survey, land division and Certified Survey Map by the direction of FRANK J GROSS and PAMELA L GROSS, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Lisbon, Village of Sussex and Waukesha County in surveying, dividing and mapping the same.

Dated this 29th day of June, 2020



06/29/2020

KEITH A. KINDRED, PLS S-2082

FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

THOSE AREAS IDENTIFIED AS FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR ON SHEETS 1, 2 AND 3 OF 9 OF THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS. ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER, AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. THE CONSTRUCTION IS PROHIBITED.

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I caused that land described on this plat to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. I also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) Town of Lisbon
- 2) Village of Sussex
- 3) Waukesha County

WITNESS the hand and seal of said owner this _____ day of _____,

In Presence of:

Frank J Gross

Pamela L Gross

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named Pamela Gross to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



06/29/2020

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

COUNTY OF WAUKESHA APPROVAL:

Resolved that the Certified Survey Map, in the Town of Lisbon, Wisconsin, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statutes.

DATE: _____

Dale R. Shaver, Director, Waukesha County Department of Parks and Land Use



06/29/2020

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF LOT 2 OF CSM NO. 10741 DOC. #3714166 LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WI

TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Lisbon, Pamela Gross, owner, is hereby approved by the Town Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed: _____
Joseph Osterman, Town Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of the Town of Lisbon.

Date: _____ Signed: _____
Rick Goeckner, MMC, Intern Town Clerk

TOWN PLAN COMMISSION APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Lisbon, Pamela Gross, owner, is hereby approved by the Town Plan Commission.

Date: _____ Signed: _____
Joseph Osterman, Town Chairman

Date: _____ Signed: _____
Jane Stadler, Plan Commission Secretary

EXTRATERRITORIAL VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Lisbon, is hereby acknowledged by the Village Board of the Village of Sussex.

As of this _____ day of _____, 2020.

Date: _____ Signed: _____
Gregory Goetz, Village President

EXTRATERRITORIAL PLAN COMMISSION APPROVAL CERTIFICATE:

Acknowledged by the Village of Sussex Plan Commission.

Approved as of the _____ day of _____, 2020.

Date: _____ Signed: _____
Gregory Goetz, Chairman

Date: _____ Signed: _____
Sam Liebert, Village Clerk



06/29/2020

EXHIBIT B

1. A private street or way to serve the above-described subject lots is hereby created over the following described property located in the Town of Lisbon, Waukesha County, Wisconsin:

BEING A PART OF LOT 3 AND LOT 4 OF CSM _____ LOCATED IN
THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON,
WAUKESHA COUNTY, WI

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4 ON
THENCE S89°10'08"W ALONG THE SOUTH LINE OF LOT4 A DISTANCE
OF, 200.33' TO THE POINT OF BEGINNING; THENCE S89°10'08"W, 35.00';
THENCE N00°10'37"W, 237.10'; THENCE S67°54'40"E, 18.91'; THENCE
N89°10'08"E, 17.50'; THENCE S00°10'37"E, 229.73' TO THE POINT OF
BEGINNING

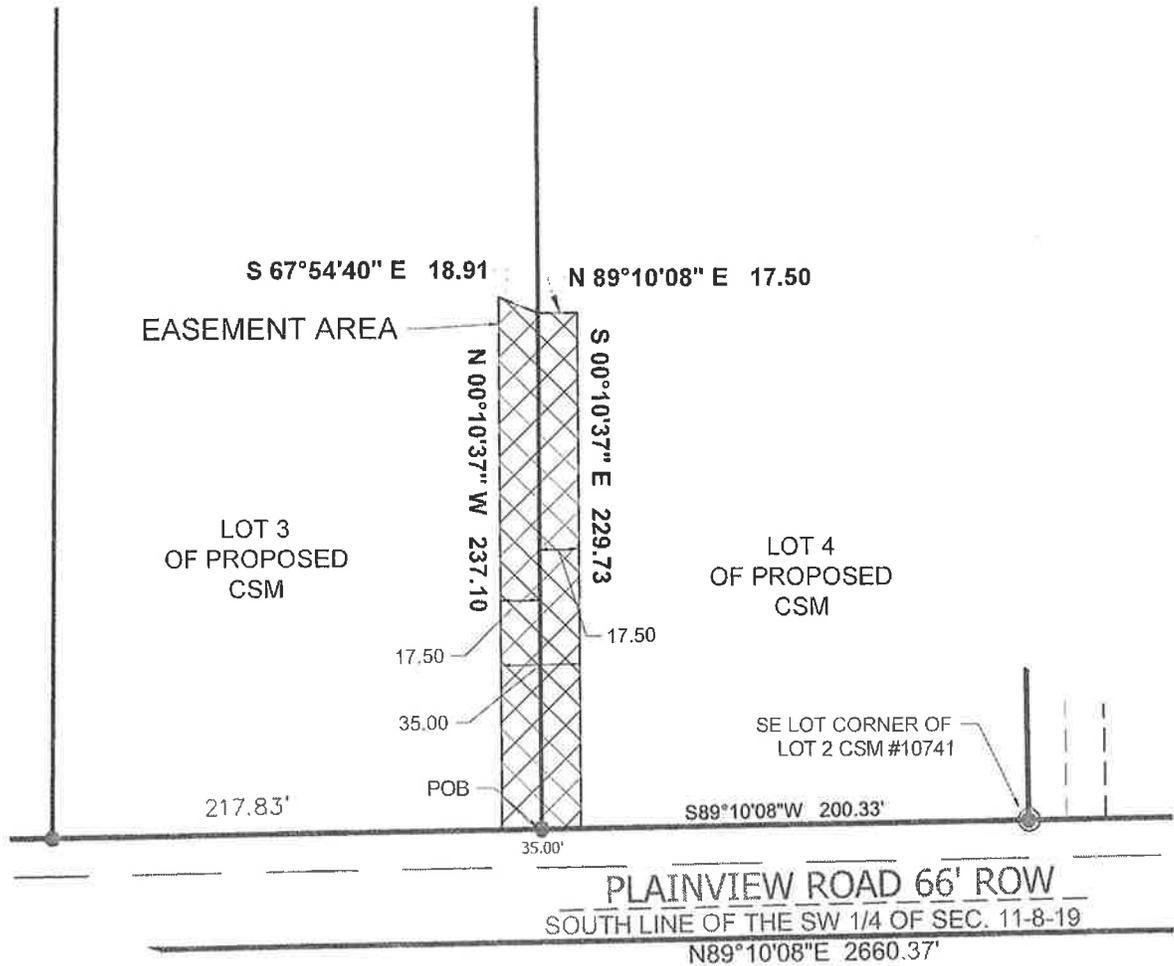
2. See SHARED ACCESS EASEMENT EXHIBIT prepared by SEH, INC, 501 Maple Ave, Delafield, WI 53018-9351, Project No. 152527, attached hereto.

SHARED ACCESS EASEMENT EXHIBIT

BEING A PART OF LOT 3 AND LOT 4 OF CSM _____ LOCATED IN THE SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

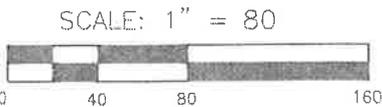
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4 ON THENCE S89°10'08"W ALONG THE SOUTH LINE OF LOT 4 A DISTANCE OF, 200.33' TO THE POINT OF BEGINNING; THENCE S89°10'08"W, 35.00'; THENCE N00°10'37"W, 237.10'; THENCE S67°54'40"E, 18.91'; THENCE N89°10'08"E, 17.50'; THENCE S00°10'37"E, 229.73' TO THE POINT OF BEGINNING

CONTAINS 8,105.06 SQ.FT.



LEGEND

- ⊙ - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- ◆ - 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.



PHONE: 414.949.8919
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

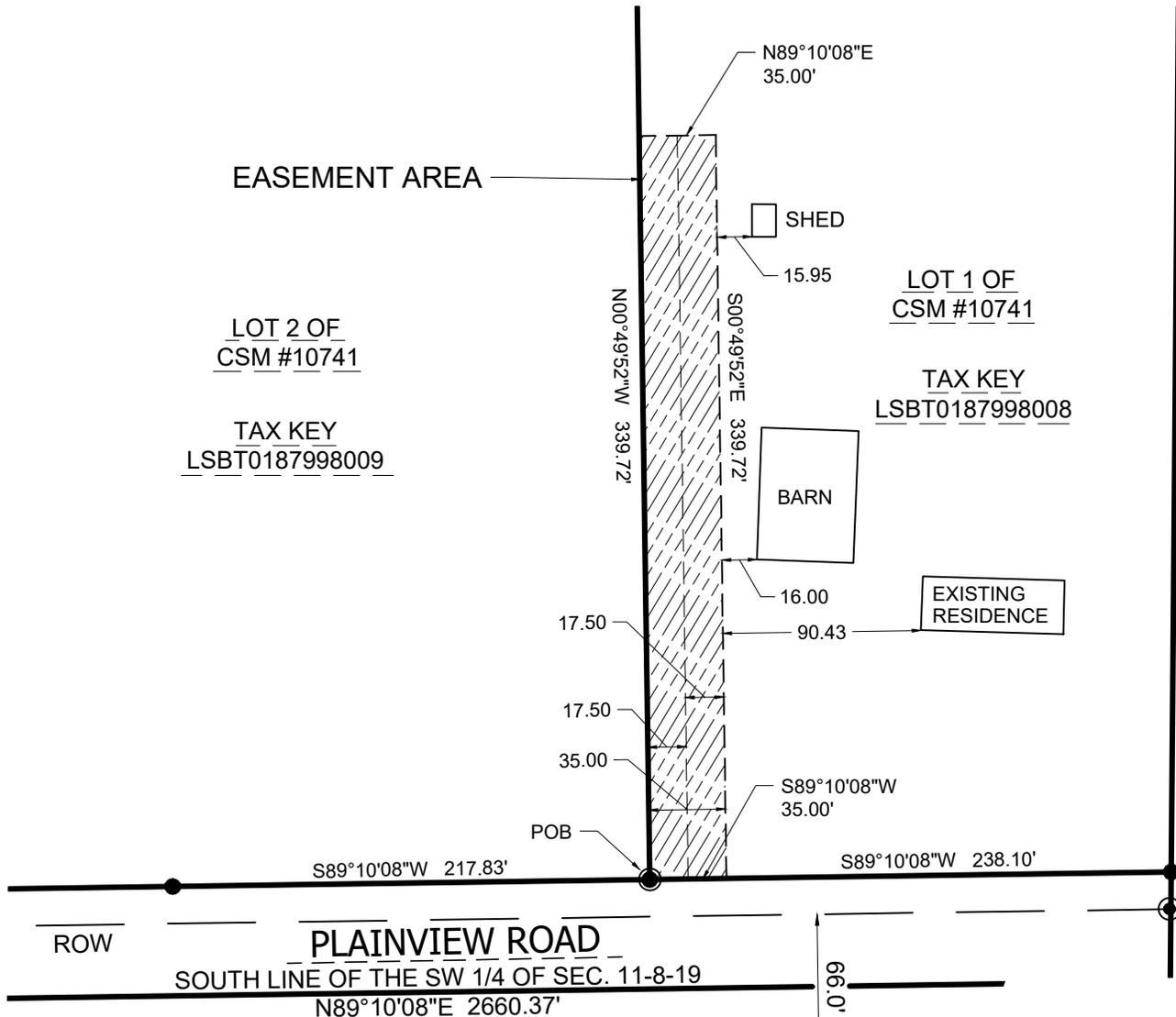
PROJECT NO. 152527

MAINTENANCE AND DRAINAGE EASEMENT EXHIBIT

BEING A PART OF LOT 1 AND LOT 2 OF CSM #10741 LOCATED IN THE SE. 1/4 AND SW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.8N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

BEGINNING AT THE IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 2 ON CSM #10741 THENCE N00°49'52"W ALONG THE EAST LOT LINE OF LOT 2 ON CSM #10741, 339.72'; THENCE N89°10'08"E, 35.00'; THENCE S00°49'52"E, 339.51'; THENCE S89°10'08"W, 35.00' TO THE POINT OF BEGINNING

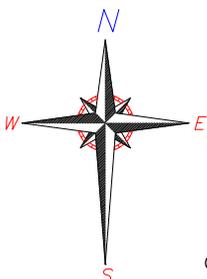
CONTAINS 11,890 SQ.FT.



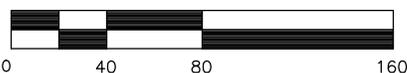
LEGEND

- - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- - 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.

UNPLATTED LANDS
WILLIAM III & PAM PEREGO
TAX KEY: LSBT0198996



SCALE: 1" = 80



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com