

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
October 3, 2016
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting – September 6, 2016
5. Public Hearing
 - A. Receive Plan Commission recommendation and consider a Variance from the Village’s Land Division and Development Control Ordinance related to the minimum right-of-way width for public roadways to dedicate 91st Place and 42nd Court as public rights-of-way to ensure that the above-referenced roadway dedication(s) are not in conflict with State Statutes.
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
7. Administrator’s Report
8. New Business
 - A. Receive Plan Commission recommendation and consider approval of an Affidavit of Removal to remove the existing private roadway lands from the Prairie Village West Addition #1 Condominium via a “removal instrument” per State Statutes.
 - B. Receive Plan Commission recommendation and consider approval of a Certified Survey Map for the dedication of 40 foot rights-of-way within Prairie Village West Addition #1 Condominium area.
 - C. Receive Plan Commission recommendation and consider approval for the Vacation of certain Sanitary Sewer, Water Main, Storm Water Management Access and Maintenance Easements and the dedication of a 10' Wide Fire Hydrant, Snow Storage, Street Tree, Access And Maintenance Easement within Prairie Village West Addition #1 Condominium area.

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- D. Receive Plan Commission recommendation and consider Ordinance #16-32 for the approval of a Zoning Text Amendment to amend the Prairie Village West Addition #1 Planned Unit Development
 - E. Receive Plan Commission recommendation and consider approval of the Recession of Trans 233 Restriction from Certified Survey Map 2178 on the southeast corner of STH 165 and 80th Avenue in LakeView Corporate Park.
 - F. Consider Resolution #16-35 officially supporting October as National Cyber Security Awareness Month.
9. Village Board Comments
10. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE
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9915 - 39th Avenue
Pleasant Prairie, WI
September 6, 2016
5:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Tuesday, September 6, 2016. Meeting called to order at 5:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Rocco Vita, Village Assessor; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, Human Resources; Brian Smith, Recreation Director; Dan Honore', IT Director; Sandro Perez, Inspection Superintendent and Vesna Savic, Deputy Village Clerk. 16 citizens attended the meeting.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(G) WIS. STATS. TO CONFER WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED.**

Steve Kumorkiewicz:

So moved.

Kris Keckler:

Second.

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

John Steinbrink:

The Board will return to open session at six o'clock. No other business will be conducted.

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SERPE MOVED TO RETURN TO OPEN SESSION; SECONDED BY KECKLER; ROLL CALL VOTE: STEINBRINK – AYE; KECKLER – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; KLIMISCH – AYE; MOTION CARRIED 5-0.

John Steinbrink:

Good evening, the hour of 6 p.m. having arrived, the Board will return to open session.

6. MINUTES OF MEETINGS -- AUGUST 1 AND AUGUST 15, 2016.

Steve Kumorkiewicz:

Move to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Steve, second by Mike. Any additions, corrections? Those in favor?

KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE AUGUST 1 AND AUGUST 15, 2016 VILLAGE BOARD MEETINGS AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY SERPE; MOTION CARRIED 5-0.

7. CITIZEN COMMENTS

John Steinbrink:

If you wish to speak on anything on the agenda this evening this is the time unless there is a public hearing. There are no public hearings so this would be your time to speak on any items on the agenda.

Vesna Savic:

William Robinson.

William Robinson:

This is not about an agenda item. Is it okay to speak on that?

John Steinbrink:

We just need your name and address for the record.

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William Robinson:

William Robinson, 122 108th Street. I brought some pictures along, too. Is it all right if I hand them to the Commission?

John Steinbrink:

Sure.

William Robinson:

What's kind of driving this is we understand that the Parks Department has a budget that they're preparing and are interested in input from citizens about what to do with the Carol Beach area. So some of us are here tonight for that reason. So we're not looking for any increased taxes as a result of what we're proposing or anything like that. But we'd just like to see some improvements. And we do appreciate everything you guys do for the community, and you do a great job running the community. And the parks department and the street department does a great job cleaning up the streets in the wintertime, we appreciate that.

But the pictures show some things that happen both in the summer and the winter. Picture number one is about Lakeshore Drive down there, 108th Street where the ponding occurs. And it becomes a problem in the summertime and in the wintertime. In the summertime it's a problem because bikes have to go around the ponding, and then cars have to go around it, too, sometimes. And it becomes a hazard that way. And it's also unsightly. And that also brings up the area of that parking lot there that sometimes you have cars two and three deep in the parking lot, and it becomes a problematic area just because there's too many cars in the area and too much traffic. So I would like to see something changed with that.

I've talked to different people down in the area, and they feel like the utility poles that were started down in the area around 110th Street, 112th Street in that area if they were continued along the beach further it would prevent the traffic jams from the parking there. And maybe if there was parallel parking like there is where the utility poles are the rest of the length of the beach it would be helpful. There may be some problems that would be created from that due to less cars available to park which might mean on the side streets between 106th Street and 109th Street. They might need to only have parking on one side of the street so that the narrow street there doesn't get clogged with cars.

Also one of the reasons I moved down to that area is to be able to easily get across the street with windsurfing equipment and kayaking equipment. That's some of my favorite things to do. So we liked the open beach access, we liked the country look of the beach. It's a very appealing thing. One of the ideas that might be out there is the idea of a fence that would go up to maybe eliminate some problems. But most of the people I've talked to really don't like that idea just because they like the look of the country setting.

So picture number two also shows how cars get stuck because of the depth of the sand there and the way the parking lot is. I think if they just paved a narrow area alongside the existing street and put the utility poles in it would prevent people from getting stuck. And then they could also

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take care of the drainage problem by using the pavement to make the water drain off into the creek there.

Picture number three is about the garbage cans there. Some people in the community feel like it's not a very appealing way to get rid of the garbage. And we have people coming up all the time with cars and large amounts of garbage that they dump in there. If there was some kind of enclosure or maybe some other ideas could be tossed around so that it would be more appealing and that people couldn't just drive up with their cars and dump the garbage.

The fourth picture I believe that's the one about the alcohol on the beach. And, you know, we have ongoing problems that residents call the police all the time because of people using the beach after dark, and they're not supposed to park down there but they do. But it seems like they don't get ticketed as often as they should. So we'd like to see something done about that, too, where we don't have the ongoing problem with people going down there drinking. And there was also a drug bust not that long ago this winter on a side street that was a significant drug bust for people parking on the streets in the neighborhood that time of night.

And the fifth picture is the far end of the beach down towards I guess it would be around 105th Street. And we have similar problems there with water and big holes. If the utility poles were extended that whole way we wouldn't have people parking in there. They could fill the holes in and make it better looking, but it's not very appealing.

One additional idea would be because of the erosion on the beach lately that's been in the news maybe the Village could consider planting trees along there that would be the type of trees that would help prevent the erosion. Some of the residents in the area would consider help watering with that. So just a few ideas to help with the budget. Thank you for listening.

John Steinbrink:

Thank you.

John Gabris:

Hello, John Gabris, 11335 3rd Avenue. And I'm also here for idea about Carol Beach. And the problem I have with Carol Beach is I use it quite often. And a lot of times I see jet skis coming in and non-motorized boats as well just randomly. And there are children swimming there and adults swimming there. And I would like to see a designated area for jet skis as well as non-motorized boats and a swimming area where boats are not allowed. I feel that something bad can happen with the jet skis and the non-motorized boats coming through there with the swimmers. Also, as Jay said, the overflow parking, but I know down 110th Street the overflow parking will come and they'll park on both sides. And that obviously can make a very narrow zone for other cars coming through there. And, again, there are children coming through there on the roads and stuff. And I think that also could present a hazard. And I'd also oppose a fence at Carol Beach. I like the openness. Thank you for listening.

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John Steinbrink:

Thank you.

Phil Kalowski:

Hi, good evening. Phil Kalowski, 156 108th Street. Also here about the potential thing for Carol Beach. Backing up what Jay said my concern is more of a security issue at night. I work a lot, and a lot of times I come home in the evening, it's after dark. And I can tell you that probably six out of seven days there's a car down there when the beach is closed. Sometimes we call, sometimes we don't. But I like the idea of if there's going to be any budget allocations to fix up or address anything down there that it's backing up what Jay said. Put pilings in there and close off the beach area, not to pave it so we can keep the beach looking like a beach. No fence. But basically keep it more secure at night, then the police don't have to worry about getting down there as much, and the residents wouldn't have to call because then obviously the cars can't get through that area if the pilings were extended through where the public access area is. And that's really the biggest part of it.

Definitely no fence, no security lights. We definitely need bigger garbage cans as Jay mentioned. The cans are way too small. There's garbage laying all over the place sometimes. And the Village does a great job when they do come by and pick it up. But sometimes it sits there and smells, and that's a problem also. So whatever is going to be planned I think the big thing is with having security in mind and keeping it free and safe there at night so we don't have to worry about anything that could go wrong down there. So that's what I have to say. Thank you very much.

John Steinbrink:

Thank you.

George Pruyn:

I live at 322 108th Street in Pleasant Prairie about a half a block from Lake Michigan. I strongly feel that the Village needs to do something to control the parking on the weekends. Monday through Friday we don't get an overflow parking situation. It's on the weekends, Saturday, Sunday and Monday on the three day weekend when there's a holiday on Monday. I used to live in Illinois. Nothing against the people in Illinois, but on the weekends 90 percent of the cars down there by the 108th Street beach are from Illinois. Monday through Friday the cars are 90 percent from the Wisconsin area.

Now, I know village's in Illinois along Lake Michigan including Waukegan control parking by people that are not residents. In the Wilmette area you can't -- it's either Wilmette or Winnetka, I forget which one, you can't park anywhere near their beach, it's a very nice beach, unless you have a Wilmette or Winnetka city sticker. Now, I know Pleasant Prairie doesn't have city stickers, and they don't want to charge people to buy a city sticker. Why couldn't, as a suggestion, you may allow free stickers to all the residents of Pleasant Prairie which would say Village of Pleasant

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Prairie, Lake Michigan beach parking. If the people in Pleasant Prairie that would be interested in parking there by the beach on the weekends to enjoy the beach would use these stickers.

If the people that you mail them to that live in Pleasant Prairie were not interested they just wouldn't use the stickers. But at least that way you'd discourage people from Illinois. I realize that they may park on the side streets, but I think that this would at least allow better access to the beach. And you could tow cars away after you warn them that they can't park there unless they have the sticker, the cars from Illinois. I just think it's something that need to be addressed.

Now, Lake Andrea I understand you have to park down there by the Lake Andrea Beach, you have to pay to park there or pay to get access to the Lake Andrea. Is that correct? Am I correct in that? I'm not talking about the RecPlex. I'm talking about the Lake Andrea Beach park. And that probably controls the number of people from out of state that are parking down there by the Lake Andrea Beach. So that's my suggestion.

John Steinbrink:

Thank you.

Carolyn Gage:

I'm Carolyn Gage, 10815 Old Green Bay Road. I'd like to comment you and the Board for taking the time to do some research pertaining to the sexual abuse and residency restrictions of registered sex offenders. However, I oppose the ordinance and would like to take a moment to expand on and clarify some of the information cited in the text.

The ordinance text cites statistics from the Center for Sex Offender Management fact sheet stating that that most sexual offenses are committed by someone the victim knows or an acquaintance. What it doesn't say is that up to 93 percent of offenses are committed by someone known to the victim. Only 7 percent of sexually based crimes are committed by a stranger. To add to that, 95 percent of new sex offenses are committed by someone who is not currently on a sex offender registry. neither of these statistics would be impacted by residency restrictions.

The citation, again from the Center for Sex Offender Management fact sheet states the recidivism rate of sex offenders if about 12 to 24 percent. This statistic has largely been challenged by more recent studies with some saying the recidivism rate is around 5.3 percent. The implementation of residency restrictions has been based on a false premise that restricting where an offender lives increases public safety. In fact, the opposite has been the result. When referring to residency restrictions, the Center for Sex Offender Management fact sheet states that residency restrictions show no research evidence of increased public safety.

Another source cited in the ordinance text is the impact of residency restrictions on sex offenders and correctional management practices, a literature review. From that same source I offer the following quotes: You're really not improving the safety, but you're giving people a false sense of safety. And residency restrictions do not work. In fact, they exacerbate the problem. Stop It Now, a victims' advocacy group and source that is cited in the ordinance text is offering advice to those concerned about sex offenders moving into the neighborhood also gives their

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opinion on the use of residency restrictions. Residency restrictions and community notification laws may even be undermining community safety. Stop It Now also poses the questions whose responsibility is it to assure safe integration of the sex offender into the community? Their answer, at best community re-entry becomes a cooperative process with a role for all of us to play, whether as a private citizen, a public official or agency professional. True primary prevention demands that each of us be accountable for education ourselves with a clear understanding of the facts so we can take the necessary actions to prevent the sexual abuse of children.

Many statements have been made by victims' advocacy groups, researchers, departments of corrections and sex offender management groups that do not support the use of residency restrictions. I've educated myself and have attempted to educate others as to what current research has shown about the effectiveness of these restrictions. What I have found is that with over 15 years of studies there is zero support for residency restrictions other than by policymakers and community residents. I urge the Board to refer to continue its research regarding this subject and to base any decisions or actions on sound evidence rather than emotions. Thank you.

John Steinbrink:

Thank you.

Chris Delgado:

Good afternoon everybody. My name is Chris Delgado. I live at 11166 3rd Avenue, Pleasant Prairie in Carol Beach. I'm here to support by neighbors at Carol Beach. And there's not much more that I can say about everything that's going on in Carol Beach. But you've heard it from the neighbors. It's an eyesore with all the cars, the congestion on the weekend. It's primarily on the weekends that we have all these issues. So anything that the Village can do I will support. If you need some documentation I've got plenty of pictures. I moved here in about 2007, and just every year it's progressively gotten worse. So I've got documentation over the last three years, pictures, syringes on the beach. We can paint some very pretty pictures for you. So if you need any pictures let me know, and whatever the Village can do to help out. I'm sure you don't need negative publicity to the Village. So whatever you can do we appreciate it. Thank you.

John Steinbrink:

Thank you.

Vesna Savic:

No other speakers have signed up.

John Steinbrink:

Anyone else wishing to speak under citizens' comments? Anyone else? Hearing none I'm going to close citizens' comments.

8. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Just a comment. In general on the citizens' comments we're heard concerning the beaches in Carol Beach, this isn't an item that we have on the agenda for any action tonight. But I will say that it's part of the parks department budget, and the police department are working on a proposal to better manage what's going on in Carol Beach on the beaches. This is the first year we designated the areas and named the beaches because it was difficult to -- when somebody saw somebody on the beach, that length of beach, there's a lot of beaches on 1st Avenue as you know, and we could send a squad down there running around looking for somebody everywhere. And the first step is to name the beaches so we can bring a focus onto where somebody is when they see something going wrong.

The second part is going to be coming up with a budget item as a new program to recommend for how we're going to manage those beaches. The Village manages the beach at Lake Andrea. We rarely have problems out there. But the difference is we don't have people living across the street that are relying on that view and the serenity of a lake across the street. It's a public space that people are using. So we're going to go through a process, and that budget process is going to have a number of public meetings where we're going to put that out and people can comment on it. Then the Board will ultimately make a decision on what level of funding we're going to put as far as resources to making some improvements in that area to make it manageable for the Village staff and the police department to enforce the ordinances in that area. That's where that will be done.

I don't know what the impetus was tonight to have them come tonight. I'm glad to hear the input. But, again, we're probably a month and a half to two months out to be in a position to present the budgets to the public for comment. That's all I have, Mr. President.

John Steinbrink:

Thank you, Mike.

9. NEW BUSINESS

A. Consider Ordinance #16-27 to Repeal and Recreate Chapter 287 of the Municipal Code relating to Sex Offender Residency.

Mike Pollocoff:

Mr. President, staff and counsel has been working to evaluate and look at current studies and issues regarding the placement of sex offenders and making modifications to the current ordinance that we have. As you recall there's been litigation that's been initiated by current residents in the Village concerning this issue. And we wanted to give it a serious examination. I know Board members as well as my staff have been reading numerous studies to find a way to take care of the difficult issue in the sense of working with some competing interests.

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As such we're making some recommendations. The first one is modifying the prohibited location of residents from 1,500 feet from the current 3,000 feet. That brings us a distance of 1,500 feet -- it brings it to compliance with Senator Wanggaard's law that said 1,500 feet as the maximum for the violent sex offenders. And this would match that as well. So there would be some continuity. There wouldn't be a difference in where anybody goes, and it would be easier for people to evaluate where they're going to look for placement and live and not have any different standards set up.

Staff is recommending, and I think our research reflects that restricting the placement of permanent residence of a designated offender so that they can't be any closer than 500 feet, staff is recommending removing that section of the current ordinance. And, again, studies have indicated that having that in effect is probably counterintuitive. It's counterproductive to do that.

We are recommending that the original domicile restriction stay, but we want to -- again, after evaluating some of the studies we feel that an addition should be made to that. And the original domicile if someone had his permanent residence in the Village or a temporary residence that they can come back in the Village if they have family here and the most recent conviction of a crime subject to a restriction, or an offense that is within the definition of a designated offender which occurred ten years or more prior to taking occupancy within the Village provided the designated offender has not been convicted of a class A felony against a child.

So if somebody has done their time and they've gone through the program where they've been placed in the community, they've been evaluated, they've gone through parole, they've been monitored, there's been no arrest for a ten year period, studies indicate that probably their chance of committing another crime is significantly reduced. And no matter where they're from they should be able to be welcome in the Village because they've done everything that's been asked of them, and they've changed their life around. And we would have a reason to suspect that whether they were a Village resident originally or not they should be able to locate in the Village.

As far as exceptions residence is also -- again, we changed that to 1,500 feet. Residence is also the primary residence of the designator's parents, grandparents, siblings, spouse provided that such a parent, grandparent, sibling spouse or child established the residence at least two years subject before the designated offender's established residence at that location. What we're doing is adding to make the ordinance stronger in this case and the offender is prohibited from residing in such a location if a victim in the offense giving rise to the designation also resides in a residence and is a minor unless the designated offender is on probation or parole and residing with a victim is approved by a probation and parole officer and also in writing by the chief of police based upon a finding of circumstances of the offense, the designator or offender, the victim and all relevant information and the matter substantially eliminates the risk of re-offending.

We're also removing property owner restrictions. The portion of the ordinance that restricted the lease hold interest that would be established in the residence, in taking another look at that and evaluating that we feel that that portion of the ordinance under property owner's restriction should be eliminated. Right now the ordinance would remain. It says that somebody who is seeking residential placement in a home, it's the responsibility of the property owners to lease or rent any structure that they have with the knowledge that it would be used as a permanent

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residence to any person prohibited from establishing a permanent residence in that location. And then removing the section that the lease hold interest and taking that out.

I know there's been a lot of reading and research done by the Board and the staff. I think the staff believes these are recommendations we can make based on existing case law and research on cases and studies that are relevant to the issue. And it gives it a more fair and rationale interpretation of the ordinance on behalf of the Village. So with that, Mr. President, if you have any questions or comments from Board members.

John Steinbrink:

Kris?

Kris Keckler:

I'd like to add some governance comment on where we're at in this process. As Mike pointed out through the Village administration and legal counsel we've been provided at my last count it was near 30 various artifacts, case studies and related items that lend themselves to a broader awareness of how sexual offender ordinances have impacted various communities throughout the United States. A lot of commonalities exist in that, ones that are used for regulatory purposes. They're not for retribution or punitive or additional penalties against any such individuals. They're walking a line of what's appropriate to apply to a group of individuals balanced against the known safety and concerns in a general sense to our community and particularly our young individuals that live in that community.

And so we have to go with the recommendations as they're applicable which Mike has already highlighted. It's for the community and the health and safety as an established component. And so we make these decisions and recommendations based off those studies and case laws through those various artifacts. And so we've reviewed quite a bit of those and had ample discussion for those. And so we recognize the revisions that are applied today.

Michael Serpe:

Well stated, Kris. I think it's incumbent upon any municipality, state legislature to provide as much safety as you possibly can to the public to guard them against any violent crimes committed by felons or criminals. It's also incumbent upon municipalities and the legislature to keep in mind that even those convicted of a felony are entitled to a constitutional right. And we have to weigh in on all of that when we make our decisions. I think tonight what we have so far I think addresses that.

Mike Pollocoff:

Mr. President, we'd recommend adoption of the ordinance as presented.

Dave Klimisch:

I'd move approval.

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Michael Serpe:

Second.

John Steinbrink:

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

KLIMISCH MOVED TO APPROVE ORDINANCE #16-27 TO REPEAL AND RECREATE CHAPTER 287 OF THE MUNICIPAL CODE RELATING TO SEX OFFENDER RESIDENCY; SECONDED BY SERPE; MOTION CARRIED 5-0.

- B. Receive Plan Commission recommendation and consider approval of a Certified Survey Map for the property located at the southwest corner of STH 165 (104th Street and 80th Avenue) in LakeView Corporate Park.**

Jean Werbie-Harris:

Mr. President and members of the Board, on August 22, 2016 the Plan Commission had conditionally approved preliminary site and operational plans for Doheny Enterprises, Inc. And this was to begin mass grading to install underground utilities and to construct footings and foundations for the construction of 175,000 square foot building. This building is proposed to be located in the lakeView Corporate Park at the southeast corner of Highway 165 or 104th Street and 80th Avenue.

Doheny is a leader in the swimming pool supply industry with ten distribution centers nationwide. Doheny's has been in the City of Kenosha for 20 years. They currently occupy three warehouses there with plans to consolidate those locations into a single distribution center in Pleasant Prairie as well as to move their corporate headquarters here to Pleasant Prairie. They sell swimming pool supplies to the consumer and commercial markets via catalogs, websites, outbound marketing and a local retail pool stores.

Construction for their new facility will start in the fall of 2016 and hopefully be completed by 2017. As part of their request they're looking for approval of a certified survey map. The CSM would be revised to create an outlot surrounding the existing retention basin shown on Lot 1 since this basin serves several surrounding properties. And the maintenance and the associated costs are likely to be a shared expense.

In addition, the petitioners will be requesting a zoning map amendment because the Outlot 1 that is currently Lot 1 as shown on the slide would need to be rezoned into the PR-1, Park and Recreational District. In addition, they'll be needing to amend the Village's Comprehensive Plan to deal with that specific retention basin on the property. The CSM currently indicates that there are some wetlands on the property. These are artificially created wetlands as being determined by the Wisconsin DNR. So these wetlands which were created as part of the mass grading for the LakeView Corporate Park in this area it's believed that they will be determined to be artificial and will be able to be piped or filled or adjusted on this site for this construction to begin.

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With that this is a matter that was before the Village Plan Commission. The Plan Commission recommended approval of the certified survey map subject to the comments and the conditions as outlined in the staff memorandum.

John Steinbrink:

Board pleasure?

Michael Serpe:

Move approval.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP FOR THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF STH 165 (104TH STREET AND 80TH AVENUE) IN LAKEVIEW CORPORATE PARK; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- C. Consider an Option and Land Lease Agreement with SBA Towers IX (SBA) for a cellular communication facility located at Pleasant Prairie Park (8436 104th Avenue).**

Tom Shircel:

Thank you, Mr. President and Village Trustees. Again, before you is an option and land lease agreement between SBA and the Village of Pleasant Prairie, again, to locate a proposed cellular communications facility within the park. The Tax Parcel Number is 92-4-122-074-0694. The facility to be constructed by Midwest Underground Technology, Inc., in general was proposed to consist of a leased area of 60 by 75 square feet consisting of a fence enclosure and enclosed in that leased area. There would be an initial 26 by 24 foot or 624 square foot two tenant capacity equipment shelter located on the property. There would be an initial enclosure, and then a second adjacent enclosure would also be proposed at a time in the future that would need to go before the Village for proper approvals as well.

The item on the property would be a 170 foot tall monopole tower which would include a five foot tall lightening rod, and the initial tenant proposed for this facility is Verizon, and they would install their equipment within that easternmost equipment shelter along with they'd place their antennas at the 165 foot height upon that 175 foot tall tower. And there would be also easements

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associated with this development. It would be a 20 foot wide access and utility easement to provide access to the site as well as utilities to power the site.

There's an initial option fee of \$2,500 that would be paid to the Village upon execution of the lease. The one year option period allows SBA and future tenants to do their due diligence. From that point on the initial term of the lease is for five years and shall automatically renew for up to five additional terms of five years each. The initial rent that Verizon would pay to the Village would be \$1,500 per month, and that would increase by three percent per year.

In addition to the rent the Village would also receive a co-location revenue sharing beginning with the second sub-lessee. And those amounts would occur when someone leases one of the future other tenant sites. So if someone leases a site within the first term of the lease the Village would receive an additional \$1,200 per month. If it occurs in the second term \$1,300 per month. And in the fourth and the third term it would be an additional \$1,400 per month. So SBA would collect those, and they would pay the Village those monies, and those are also increased by three percent per year.

As far as landscaping goes for this facility SBA has agreed to make a one-time \$10,000 payment to the Village for the Village to landscape the cellular facility. The Village would then be responsible for the maintenance of the landscaping. And since this is a park location the Village landscape responsibilities will allow the Village parks department to maintain the cellular site up to Village standards. We've had many cases where these sites the landscaping is sort of let go and it doesn't look up to snuff like the Village would like to see. So I think this is a good solution.

As far as the easement is concerned the Village is providing a 25 foot wide access and utility easement from 104th Avenue to this site. It will allow for 24/7 365 access for SBA and future tenants. Again, SBA in this instance will make an annual \$600 contribution to the Village for maintenance costs related to the easement. Again, that would increase by three percent per year.

I know the Village community development department has received the application for a commercial communications structure application, and it's currently under review. So that will be -- the Village's community development department will review that and take the proper action. So at this point the staff is recommending that the Village Board approve the lease with SBA subject to the pending community development department conditional approval of the site of the commercial communications structure.

Steve Kumorkiewicz:

I make a motion to approve the recommendation.

Kris Keckler:

Second.

Village Board Meeting
September 6, 2016

John Steinbrink:

Motion by Steve, second by Kris. Further discussion?

KUMORKIEWICZ MOVED TO APPROVE THE OPTION AND LAND LEASE AGREEMENT WITH SBA TOWERS IX (SBA) FOR A CELLULAR COMMUNICATION FACILITY LOCATED AT PLEASANT PRAIRIE PARK (8436 104TH AVENUE); SECONDED BY KECKLER; MOTION CARRIED 5-0.

Kris Keckler:

I just had one quick question. My Acrobat Reader just killed on me so I couldn't remember if it was in here or previously discussed. So the rent money for this tower then, I know it's not in that agreement, but know there's been discussion that it's allocated for park improvement just in that designated area? Or is that still something that's for consideration?

[Inaudible]

Kris Keckler:

Okay, but it's still something that's being considered correct? Okay, thank you.

Dave Klimisch:

I had the same question. Any talk of a second or third tenant coming in yet? Or currently it's Verizon?

Tom Shircel:

At this point just Verizon.

Mike Pollocoff:

Trustee Serpe, this agreement her has taken two years to negotiate. So when the next ones do it we could maybe have one put together by the next census.

Tom Shircel:

Patience is a virtue.

Steve Kumorkiewicz:

Mike, any approach from AT&T?

Mike Pollocoff:

No. They're dedicated to minimal service.

Village Board Meeting
September 6, 2016

Michael Serpe:

Now, you say this tower will accommodate another head if needed?

Tom Shircel:

Up to four carriers, correct.

Michael Serpe:

Up to four?

Tom Shircel:

Yes.

Michael Serpe:

Okay, good.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

10. VILLAGE BOARD COMMENTS

11. ADJOURNMENT

Michael Serpe:

I suggest we adjourn.

Dave Klimisch:

Second.

Village Board Meeting
September 6, 2016

John Steinbrink:

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

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KLIMISCH;
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:50 P.M.**

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME HOWEVER SEPARATE ACTION IS REQUIRED.

PUBLIC HEARING

Consider the request of Mark Eberle, P.E. of Nielsen Madsen and Barber S.C, agent on behalf of John Field, President of the Prairie Village West Condominium Association for a **Variance** from Section 395-60 (A) of the Village's Land Division and Development Control Ordinance related to the minimum right-of-way width for public roadways. Specifically, the petitioner is requesting to dedicate 91st Place and 42nd Court as a public rights-of-way that are 40' wide (in lieu of the 60' minimum required) to ensure that the above-referenced roadway dedication(s) are not in conflict with State Statute 236.13 (2).

Recommendation: Village Staff recommends that the Village Board approve the **Variance** as presented subject to the comments and conditions of the October 3, 2016 Village Staff Report.

PLAN COMMISSION RECOMMENDATIONS

Consider the request of John Field, President of the Prairie Village West Condominium Association for approval of an **Affidavit of Removal** to remove the existing private roadway lands (which are now intended to be dedicated for the 42nd Court and 91st Place public roadways) from the Prairie Village West Addition #1 Condominium via a "removal instrument" per State Statute 703.02 (14g).

Recommendation: Plan Commission recommends that the Village Board approve the Removal Instrument, subject to the comments and conditions of the Village Staff Report of October 3, 2016.

Consider the request of Mark Eberle, P.E. of Nielsen Madsen and Barber S.C, agent on behalf of John Field, President of the Prairie Village West Condominium Association for approval of a **Certified Survey Map** for the dedication of 40 foot rights-of-way for 91st Place and 42nd Court within Prairie Village West Addition #1 Condominium area.

Recommendation: Plan Commission recommends that the Village Board approve the Certified Survey Map subject to the comments and conditions of the Village Staff Report of October 3, 2016.

Consider the request of John Field, President of the Prairie Village West Condominium Association for approval for the **Vacation of certain Sanitary Sewer, Water Main, Storm Water Management Access and Maintenance Easements** within the rights-of-way of and the dedication of 91st Place and 42nd Court within Prairie Village West Addition #1 Condominium and the **dedication of a 10' Wide Fire Hydrant, Snow Storage, Street Tree, Access And Maintenance Easement** adjacent to the 91st Place and 42nd Court rights-of-way within Prairie Village West Addition #1 Condominium area.

Recommendation: Plan Commission recommends that the Village Board approve the vacation and dedication of easements subject to the comments and conditions of the Village Staff Report of October 3.

Consider approval of **Zoning Text Amendment (Ord #16-32)** to amend the Prairie Village West Addition #1 Planned Unit Development (Chapter 420 Attachment 3 Appendix C Specific Development Plan # 4) as a result of 42nd Court and 91st Place being dedicated to the Village as public streets wherein they were originally platted as private streets within the Prairie Village West Addition #1 Condominium development. Specifically the Ordinance is proposed to be amended to reference the dedication and other documents being recorded related to the dedication of the public streets and to allow the existing condominium units be set back 19 feet from the dedicated rights-of-way of 42nd Court and 91st Place.

Recommendation: On September 26, 2016 the Plan Commission held a public hearing and recommended that the Village Board to approve the **Zoning Text Amendment** as presented in the Village Staff Report of October 3, 2016.

VILLAGE STAFF REPORT OF OCTOBER 3, 2016

Consider the request of Mark Eberle, P.E. of Nielsen Madsen and Barber S.C, agent on behalf of John Fields, President of the Prairie Village West Condominium Association for a **Variance** from Section 395-60 (A) of the Village's Land Division and Development Control Ordinance related to the minimum right-of-way width for public roadways. Specifically, the petitioner is requesting to dedicate 91st Place and 42nd Court as a public rights-of-way that are 40' wide (in lieu of the 60' minimum required) to ensure that the above-referenced roadway dedication(s) are not in conflict with State Statute 236.13 (2).

Consider the request of John Field, President of the Prairie Village West Condominium Association for approval of an **Affidavit of Removal** to remove the existing private roadway lands (which are now intended to be dedicated for the 42nd Court and 91st Place public roadways) from the Prairie Village West Addition #1 Condominium via a "removal instrument" per State Statute 703.02 (14g).

Consider the request of Mark Eberle, P.E. of Nielsen Madsen and Barber S.C, agent on behalf of John Field, President of the Prairie Village West Condominium Association for approval of a **Certified Survey Map** for the dedication of 40 foot wide rights-of-way for 91st Place and 42nd Court within Prairie Village West Addition #1 Condominium area.

Consider the request of John Field, President of the Prairie Village West Condominium Association for approval for the **Vacation of certain Sanitary Sewer, Water Main, Storm Water Management Access and Maintenance Easements** within the rights-of-way of and the dedication of 91st Place and 42nd Court within Prairie Village West Addition #1 Condominium area being dedicated and the **dedication of a 10' Wide Fire Hydrant, Snow Storage, Street Tree, Access And Maintenance Easement** adjacent to the 91st Place and 42nd Court rights-of-way within Prairie Village West Addition #1 Condominium area.

Consider approval of **Zoning Text Amendment (Ord #16-32)** to amend the Prairie Village West Addition #1 Planned Unit Development (Chapter 420 Attachment 3 Appendix C Specific Development Plan # 4) as a result of 42nd Court and 91st Place being dedicated to the Village as public streets wherein they were originally platted as private streets within the Prairie Village West Addition #1 Condominium development. Specifically the Ordinance is proposed to be amended to reference the dedication and other documents being recorded related to the dedication of the public streets and to allow the existing condominium units be set back 19 feet from the dedicated rights-of-way of 42nd Court and 91st Place.

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME HOWEVER SEPARATE ACTION IS REQUIRED.

The Prairie Village West Addition #1 Condominium Association is requesting to dedicate 91st Place and 42nd Court (previously constructed private roadways) within the Prairie Village West Addition #1 Condominium development as public right-of-way. Several approvals are being considered for this action to be allowed.

Memorandum of Understanding Agreement: On June 6, 2016 the Village approved and entered into a Memorandum of Understanding Agreement with the Condominium Association (as **attached**) regarding the proposed dedication of the existing 42nd Court and 91st Place private roadways and underground infrastructure located within the Prairie Village West Addition #1 Condominium to the Village. The Owners have agreed and have provided to the Village, among other things, the following as part of this Memorandum of Understanding:

- The obligation and agreement to make the required private in-pipe storm sewer repairs and storm sewer structure and asphalt pavement repairs pursuant to inspections and field observations completed by the Village's Public Work's Department in 2015-2016 and pursuant to the details set forth in the attached May 26, 2016 letter from Mark Eberle, P.E., Nielsen Madsen & Barber S.C. as referenced in EXHIBIT B;
- The obligation and agreement to enter into a contractual agreement with Michels Corporation as it pertains to the in-pipe storm sewer repairs (EXHIBIT C) and with Reesman's Excavating

& Grading, Inc. as it pertains to storm system repairs, pavement and base repairs and storm manhole DH369 adjustment (EXHIBIT D). These private improvements, which are intended to be dedicated, along with others to the Village, are described in the Contractor's proposals; and

- The obligation and agreement to pay the Village for the Village or its consultant's inspection related services associated with the in-pipe storm sewer repairs and storm sewer structure and asphalt pavement repairs, which was estimated by the Public Work's Department to be \$3,000.00 as reference in Exhibit E of the Agreement.

All of the required improvements have been completed and inspected by the Village. The next step is for the Village to accept the improvements and accept the below and approve the other documents as noted in this memorandum.

Removal Instrument: The Unit Owners of Prairie Village West Condominium Association, Inc. ("PVWCA") have consented to the removal of 91st Place and 42nd Court from the Association to the Village. The Removal Instrument is required pursuant to Ch. 703 and must be recorded to remove the roads affected from the Association; thereby transferring ownership to the Village. Recording the Removal Instrument clears the chain of title and effectively takes the land out of the Condominium Property and transfers the land to the Village. (See **attached** Removal of Lands from Condominium document.)

Vacation of Easements: The Petition to Vacate and Release Easements is required because the Village, under the current easements, has access rights to portions of the Condominium Property. However, when the private roads become public roads, the easements are no longer needed since the Village obtains an ownership interest in the lands. Because the real properties affected by the easements are proposed to be dedicated to the Village, the easements are unnecessary. Recording the Vacation of Easement document clears the chain of title to the real properties.

The following easements are proposed to be vacated as shown in the **attached** Release of Easement document:

1. Vacation of the dedicated thirty foot (30') wide sanitary sewer, water main, access and maintenance easement. Exhibit 1 of said Release of Easement document.
2. Vacation of the dedicated twenty foot (20') wide storm water management, access and maintenance easement. Exhibit 2 of said Release of Easement document.
3. Vacation of the dedicated twenty foot (20') wide water main, access and maintenance easement. Exhibit 3 of said Release of Easement document.
4. Vacation of the dedicated twenty foot (20') wide storm water management, access and maintenance easement. Exhibit 4 of said Release of Easement document.
5. Vacation of the dedicated twenty foot (20') wide sanitary sewer, access and maintenance easement. Easement 5 of said Release of Easement document.

Certified Survey Map and Dedication of Easement: A CSM is being requested to dedicate 40 foot wide rights-of-way for 91st Place and 42nd Court within Prairie Village West Addition #1 Condominium area. The CSM shows all of the existing easements that will remain after the aforementioned easements are vacated. The CSM will also show the additional 10' Wide Fire Hydrant, Snow Storage, Street Tree, Access and Maintenance Easement (as **attached**). This 10 foot easement will be recorded prior to the CSM and will then be shown and referenced on the CSM.

Variance: A **Variance** from Section 395-60 (A) of the Village's Land Division and Development Control Ordinance related to the minimum right-of-way width is also being requested. Specifically, the petitioner is requesting a variance to dedicate 91st Place and 42nd Court as public rights-of-way that are 40' wide, in lieu of the 60' minimum required, to ensure that the above-referenced roadway dedication(s) are not in conflict with State Statute 236.13 (2).

The existing constructed roadway conditions are within a "condominium", which was originally designed with private roadways and with building setbacks as measured from the back of curb in lieu of the right-of-way line and the rights-of-way are only 40' feet in width. These new rights-of-way, along with the proposed 10' wide Fire Hydrant, Snow Storage, Street Tree Access and Maintenance

Easement will serve the public's purpose as 60' wide rights-of-way per State Statute. This variance shall be approved by the Village Board prior to recording any documents noted above.

Zoning Text Amendment: The Prairie Village West Addition #1 Planned Unit Development (Chapter 420 Attachment 3 Appendix C Specific Development Plan # 4) is proposed to be amended as a result of 42nd Court and 91st Place being dedicated to the Village as public streets even though they were originally platted as private streets within the Prairie Village West Addition #1 Condominium development. Specifically the Ordinance is proposed to be amended to reference the dedication and other documents being recorded related to the dedication of the public streets and to allow the existing condominium units to be set back 19 feet from the dedicated rights-of-way of 42nd Court and 91st Place.

Recommendations:

Village Staff recommends that the Village Board approve the **Variance** as presented subject to the following conditions:

1. Approval and recording of the Removal Instrument, Certified Survey Map and the Vacation and Dedication of Easement documents at the Kenosha County Register of Deeds Office.
2. Compliance with all other requirements of the Village Land Division and Development Control Ordinance, Zoning Ordinance, Municipal Ordinance or any other ordinances enforced by the Village.
3. The Village will prepare the required Variance Grant document for the owners to execute. The owner is also responsible for paying the recording and filing fees for the Variance Grant Document to be recorded at the Kenosha County Register of Deeds Office.

Plan Commission recommends that the Village Board approve the **Removal Instrument**, subject to providing the Village a recorded copy of the document within 30 days of Village Board approval.

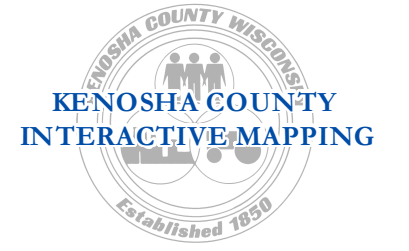
Plan Commission recommends that the Village Board approve the **Certified Survey Map**, subject to recording the Affidavit of Removal and the Vacation and dedication of easement as presented and providing the Village a recorded copy of the CSM within 30 days of Village Board approval.

Plan Commission recommends that the Village Board approve the **vacation and dedication of easements** subject to recording the Affidavit of Removal and the Vacation and dedication of easement described as presented and providing the Village a recorded copy of all vacation and dedication documents within 30 days of Village Board approval.

Plan Commission recommends that Village Board approve the **Zoning Text Amendment** as presented. [Note: Prior to the PUD amendment being executed and effective all documents shall be approved by the Village Board and the documents recorded at the Kenosha County Register of Deeds Office and provided to the Village.]

DEV1608-005
DEV1608-006
CODE1608-003
VAR1608-001

Prairie Village West Addition #1 Condominium



1 inch = 200 feet

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

Date Printed: 9/6/2016

**MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND
PRAIRIE VILLAGE WEST ADDITION #1 CONDOMINIUM
ASSOCIATION, INC.**

THIS MEMORANDUM OF UNDERSTANDING AGREEMENT is made between the Prairie Village West Addition #1 Condominium Association, Inc., a Wisconsin corporation (the "Owners") with a mailing address of 6809 Green Bay Road, Kenosha, WI 53142, Attn: Peggy Kormylo and the VILLAGE OF PLEASANT PRAIRIE, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

WITNESSETH:

1. The Owners and the Village have entered into this Memorandum of Understanding Agreement dated as June 6th, 2016 regarding the proposed dedication of the existing 42nd Court and 91st Place private roadways and underground infrastructure located within the Prairie Village West Addition #1 Condominium to the Village. The legal description of said future 42nd Court and 91st Place rights-of-ways and public easements, which are shown on the draft Certified Survey Map and attached hereto as **EXHIBIT A**, are incorporated herein by reference.
2. The Owners have agreed to and have provided to the Village, among other things, the following:
 - a. The obligation and agreement to make the required private in-pipe storm sewer repairs and storm sewer structure and asphalt pavement repairs pursuant to inspections and field observations completed by the Village's Public Work's Department in 2015-2016 and pursuant to the details set forth in the attached May 26, 2016 letter from Mark Eberle, P.E., Nielsen Madsen & Barber S.C. as referenced in **EXHIBIT B**;
 - b. The obligation and agreement to enter into a contractual agreement with Michels Corporation as it pertains to the in-pipe storm sewer repairs (**EXHIBIT C**) and with Reesman's Excavating & Grading, Inc. as it pertains to storm system repairs, pavement and base repairs and storm manhole DH369 adjustment (**EXHIBIT D**). These private improvements, which are intended to be dedicated, along with others to the Village, are described in the Contractor's proposals;

Memorandum of Understanding Agreement
Prairie Village West Addition #1 Condominium Association

- c. The obligation and agreement to pay the Village for the Village or its consultant's inspection related services associated with the in-pipe storm sewer repairs and storm sewer structure and asphalt pavement repairs, which is estimated by the Public Work's Department to be \$3,000.00 (**EXHIBIT E**);
- d. The obligation and agreement to submit a Village Land Division Variance application and related fees for a variance from Section 395-60(A) of the Village's Land Division and Development Control Ordinance, which the Village Board would consider to allow for a 40 foot right-of-way width for both 42nd Court and 91st Place, wherein a 60 foot minimum required pursuant to the Village's Ordinance and to ensure that the dedication(s) made by Certified Survey Map (CSM) are not in conflict with the WI State Statutes 236.13 (2);
- e. The obligation and agreement to submit a Zoning Text Amendment application and related fees for the processing of a Planned Unit Development (PUD) zoning text and map modifications for the requested reductions in street setbacks after the private roadways are dedicated to public rights-of-way;
- f. The obligation and agreement to submit a Certified Survey Map document, related application and fees in order to remove the lands from the Prairie Village West Addition #1 Condominium and Condominium Plat and to dedicate 42nd Court and 91st Place rights-of-way and various public water main and related appurtenances, street tree and snow storage easements to the Village;
- g. The obligation and agreement to submit an Affidavit of Removal or Amendment of Condominium Plat and Village application fee in order to facilitate the transfer and dedication of 42nd Court and 91st Place to remove the existing private roadway lands from the Prairie Village West Addition #1 Condominium per WI State Statute 703.02 (14g); and
- h. The obligation and agreement to submit a Vacation of Easements document and Village review fee for the review of existing public sanitary sewer, water, storm easements in 42nd Court and for the existing public sanitary sewer and storm easements within 91st Place vacation document.

Memorandum of Understanding Agreement
Prairie Village West Addition #1 Condominium Association

- Nothing contained in this Understanding Agreement shall be construed as providing automatic approvals of yet to be filed Village zoning or land division applications or limiting or waiving the decision-making powers of the Village under applicable law.
- This Memorandum of Understanding Agreement is not intended to benefit or to be enforceable by any person(s) other than the Village and the Owners and their respective successors or successors and assigns of the property as to this Agreement.

IN WITNESS WHEREOF, the Owners and the Village have caused this Memorandum of Understanding Agreement to be signed and dated as of this June 7th, 6th 2016.

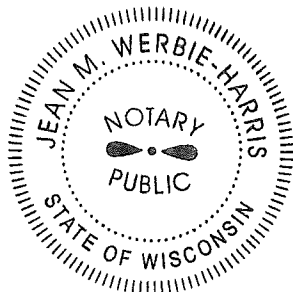
**OWNERS: PRAIRIE VILLAGE WEST ADDITION #1
CONDOMINIUM ASSOCIATION, INC.**

E. John Field
Name: E. John Field
Title: President

Thomas W. Terwall
Name: Thomas W. Terwall
Title: Secretary

ACKNOWLEDGMENT
STATE OF WISCONSIN)
SS
KENOSHA COUNTY)

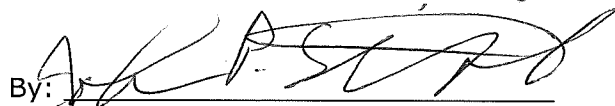
This instrument was acknowledged before me in Pleasant Prairie, Wisconsin, on this 7th day of June, 2016 by **E. John Field**, President and **Thomas W. Terwall**, Secretary of the PRAIRIE VILLAGE WEST ADDITION #1 CONDOMINIUM ASSOCIATION, INC.



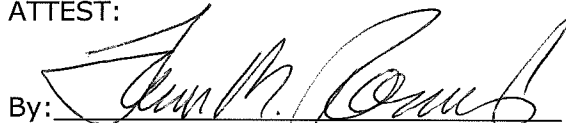
Jean M. Werbie-Harris
Print Name: Jean Werbie-Harris
Notary Public, Kenosha County, WI
My Commission Expires: 12/12/2017

Memorandum of Understanding Agreement
Prairie Village West Addition #1 Condominium Association

VILLAGE OF PLEASANT PRAIRIE

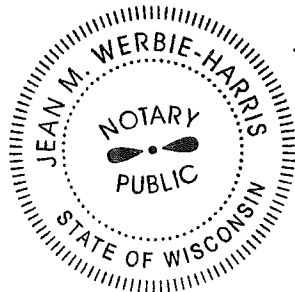
By: 
John P. Steinbrink
Village President


ATTEST:

By: 
Jane M. Romanowski
Village Clerk

STATE OF WISCONSIN)
)SS
KENOSHA COUNTY)

This Agreement was acknowledged before me on this 6th day of June, 2016 in Pleasant Prairie, WI by **John P. Steinbrink, Village President and Jane M. Romanowski, Village Clerk**, of the Village of Pleasant Prairie.




Print Name: Jean M. Werbie-Harris
Notary Public, Kenosha County, WI
My Commission Expires: December 12, 2017

This Development Agreement drafted by:

Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

PROJ1508-001

Memorandum of Understanding Agreement
Prairie Village West Addition #1 Condominium Association

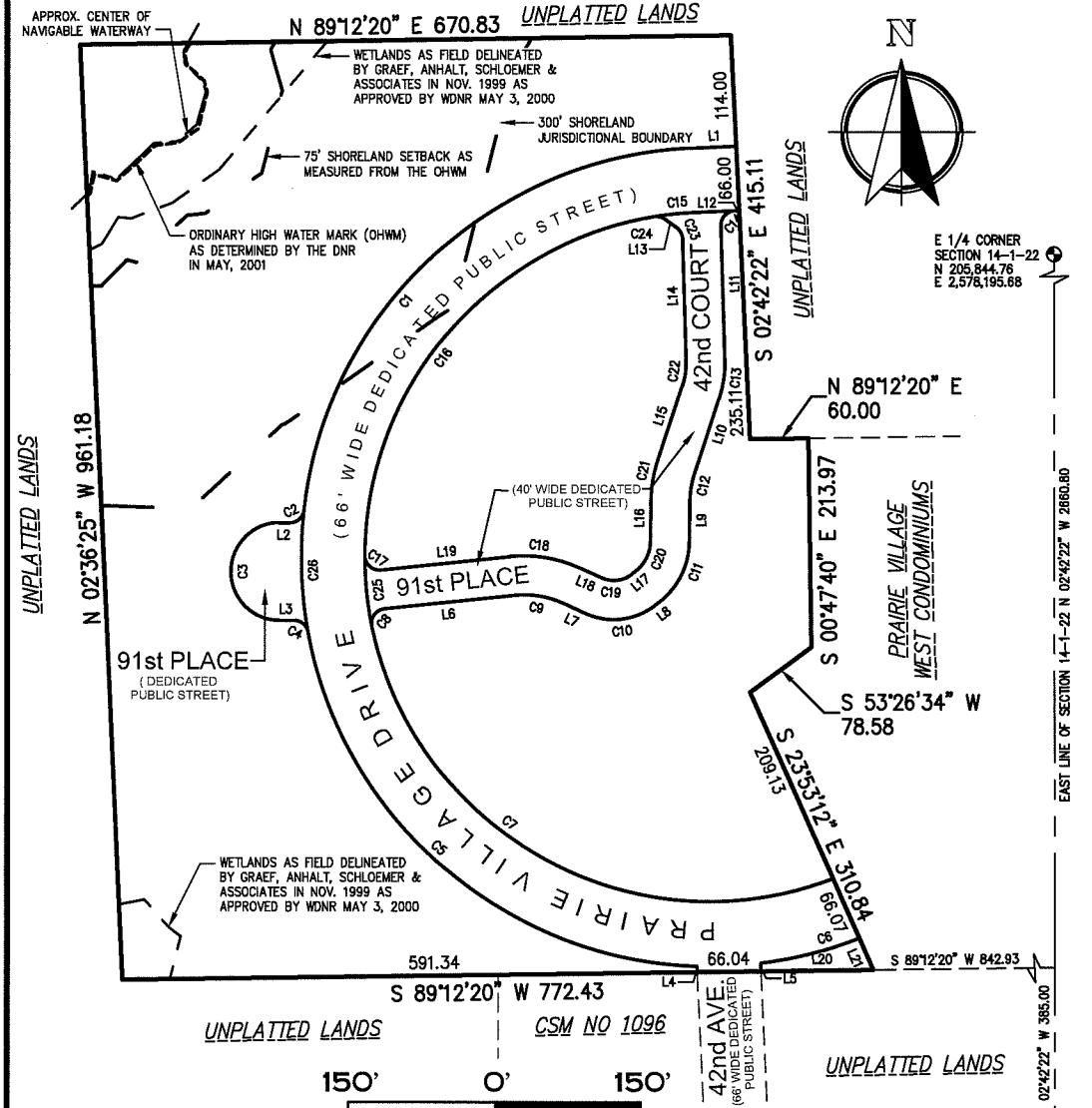
EXHIBIT A

LEGAL DESCRIPTION

(See Legal as Reflected on the Attached Certified Survey Map)

CERTIFIED SURVEY MAP NO. _____

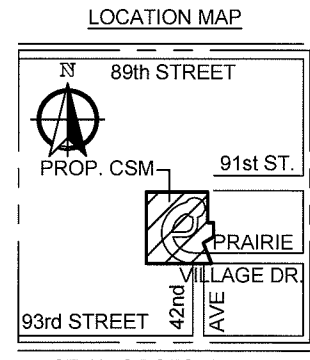
PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
 CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
 PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



E 1/4 CORNER
 SECTION 14-1-22
 N 205,844.76
 E 2,576,195.68

SE CORNER
 SECTION 14-1-22
 N 203,166.93
 E 2,576,321.31

SCALE 1"=150'



SE 1/4 OF SEC. 14-1-22
 Date: January 18, 2016
 This Instrument was drafted by Mark R. Madsen
 2015.0126.01.DWG

NOTES:
 ZONING OF PARCELS IS
 R-10 (PUD) AND C-1
 OWNER: PRAIRIE VILLAGE WEST
 CONDOMINIUM ASSOCIATION, INC.
 9191 41ST AVENUE, KENOSHA, WI 53142
 SURVEYOR: NIELSEN MADSEN & BARBER, S.C.
 1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406
 BEARINGS BASE: GRID NORTH, WISCONSIN
 COORDINATE SYSTEM, SOUTH ZONE.
 BASED UPON NAD 1927. THE EAST LINE OF
 SECTION 14-1-22 IS ASSUMED TO BEAR
 N 02°42'22" W.
LEGEND:
 ○ 1" O.D. IRON PIPE FOUND
 ● 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
 ⊕ 6" CONC. MON. W / BRASS CAP FOUND

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
 CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
 PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C1	80°39'29"	419.82	591.00	356.40	S46° 56' 49"W	543.40	S87°16'34"W S06°37'05"W
C2	83°22'55"	15.00	21.83	13.36	S48° 18' 32"W	19.95	N90°00'00"W S06°37'05"W
C3	180°00'00"	50.00	157.08	INFINITY	S00° 00' 00"E	100.00	N90°00'00"W N90°00'00"E
C4	79°24'48"	15.00	20.79	12.46	S50° 17' 36"E	19.17	S10°35'12"E N90°00'00"E
C5	77°35'36"	419.82	568.54	337.50	S49° 23' 00"E	526.08	S10°35'12"E S88°10'48"E
C6	14°15'52"	419.82	104.52	52.53	N75° 40' 15"E	104.25	N82°48'11"E N68°32'19"E
C7	99°26'54"	353.82	614.13	417.57	S61° 17' 04"E	539.89	S11°33'37"E N68°59'29"E
C8	95°35'30"	15.00	25.03	16.54	S36° 14' 09"W	22.22	S84°01'54"W S11°33'37"E
C9	30°08'10"	100.00	52.60	26.92	N80° 54' 01"W	51.99	N65°49'56"W S84°01'54"W
C10	61°36'47"	70.00	75.27	41.74	S83° 21' 41"W	71.70	S52°33'18"W N65°49'56"W
C11	51°35'46"	80.00	72.04	38.67	S26° 45' 25"W	69.63	S00°57'32"W S52°33'18"W
C12	17°11'12"	80.00	24.00	12.09	S09° 33' 08"W	23.91	S18°08'44"W S00°57'32"W
C13	19°40'46"	120.00	41.22	20.81	S08° 18' 20"W	41.01	S01°32'03"E S18°08'44"W
C14	88°49'41"	15.00	23.26	14.70	S42° 52' 48"W	21.00	S87°17'38"W S01°32'03"E
C15	6°26'14"	353.82	39.75	19.90	S84° 03' 27"W	39.73	S87°16'34"W S80°50'20"W
C16	80°32'26"	353.82	497.36	299.75	S40° 34' 08"W	457.41	S80°50'20"W S00°17'55"W
C17	96°16'01"	15.00	25.20	16.74	N47° 50' 06"W	22.34	S84°01'54"W N00°17'55"E
C18	30°08'10"	140.00	73.64	37.69	N80° 54' 01"W	72.79	N65°49'56"W S84°01'54"W
C19	61°36'47"	30.00	32.26	17.89	S83° 21' 41"W	30.73	S52°33'18"W N65°49'56"W
C20	51°35'46"	40.00	36.02	19.34	S26° 45' 25"W	34.82	S00°57'32"W S52°33'18"W
C21	17°11'12"	120.00	36.00	18.13	S09° 33' 08"W	35.86	S18°08'44"W S00°57'32"W
C22	19°40'46"	80.00	27.48	13.88	S08° 18' 20"W	27.34	S01°32'03"E S18°08'44"W
C23	52°15'27"	15.00	13.68	7.36	S27° 39' 46"E	13.21	S53°47'29"E S01°32'03"E
C24	45°22'10"	15.00	11.88	6.27	S76° 28' 34"E	11.57	N80°50'20"E S53°47'29"E
C25	11°51'31"	353.82	73.23	36.75	S05° 37' 51"E	73.10	S00°17'55"W S11°33'37"E
C26	17°12'17"	419.82	126.06	63.51	S01° 59' 04"E	125.59	S06°37'05"W S10°35'12"E

Parcel Line Table		
Line #	Length	Direction
L1	48.11	S87° 17' 38"W
L2	10.89	N90° 00' 00"W
L3	15.39	N90° 00' 00"E
L4	6.20	S02° 42' 22"E
L5	8.38	S02° 42' 22"E
L6	132.80	S84° 01' 54"W
L7	25.29	N65° 49' 56"W
L8	4.92	S52° 33' 18"W
L9	44.26	S00° 57' 32"W

Parcel Line Table		
Line #	Length	Direction
L10	83.34	S18° 08' 44"W
L11	136.83	S01° 32' 03"E
L12	4.57	S87° 17' 38"W
L13	14.47	S53° 47' 29"E
L14	124.16	S01° 32' 03"E
L15	83.34	S18° 08' 44"W
L16	44.26	S00° 57' 32"W
L17	4.92	S52° 33' 18"W
L18	25.29	N65° 49' 56"W

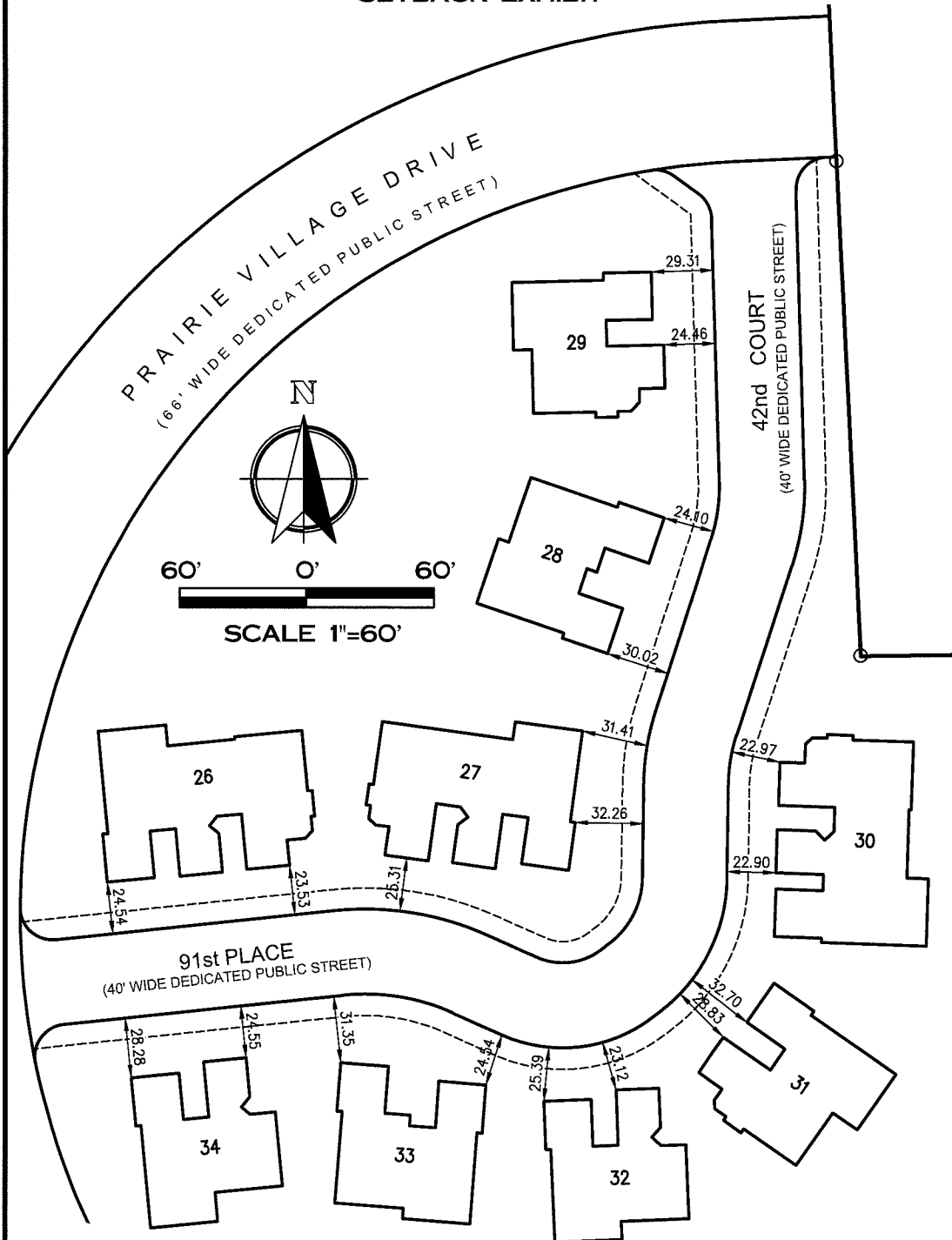
Parcel Line Table		
Line #	Length	Direction
L19	132.38	S84° 01' 54"W
L20	115.05	N89° 12' 20"E
L21	35.63	N23° 53' 12"W

Date: January 18, 2016
 This Instrument was drafted by Mark R. Madsen
 2015.0126.01.DWG

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

91st PLACE AND 42ND COURT PUBLIC ROADWAY
SETBACK EXHIBIT

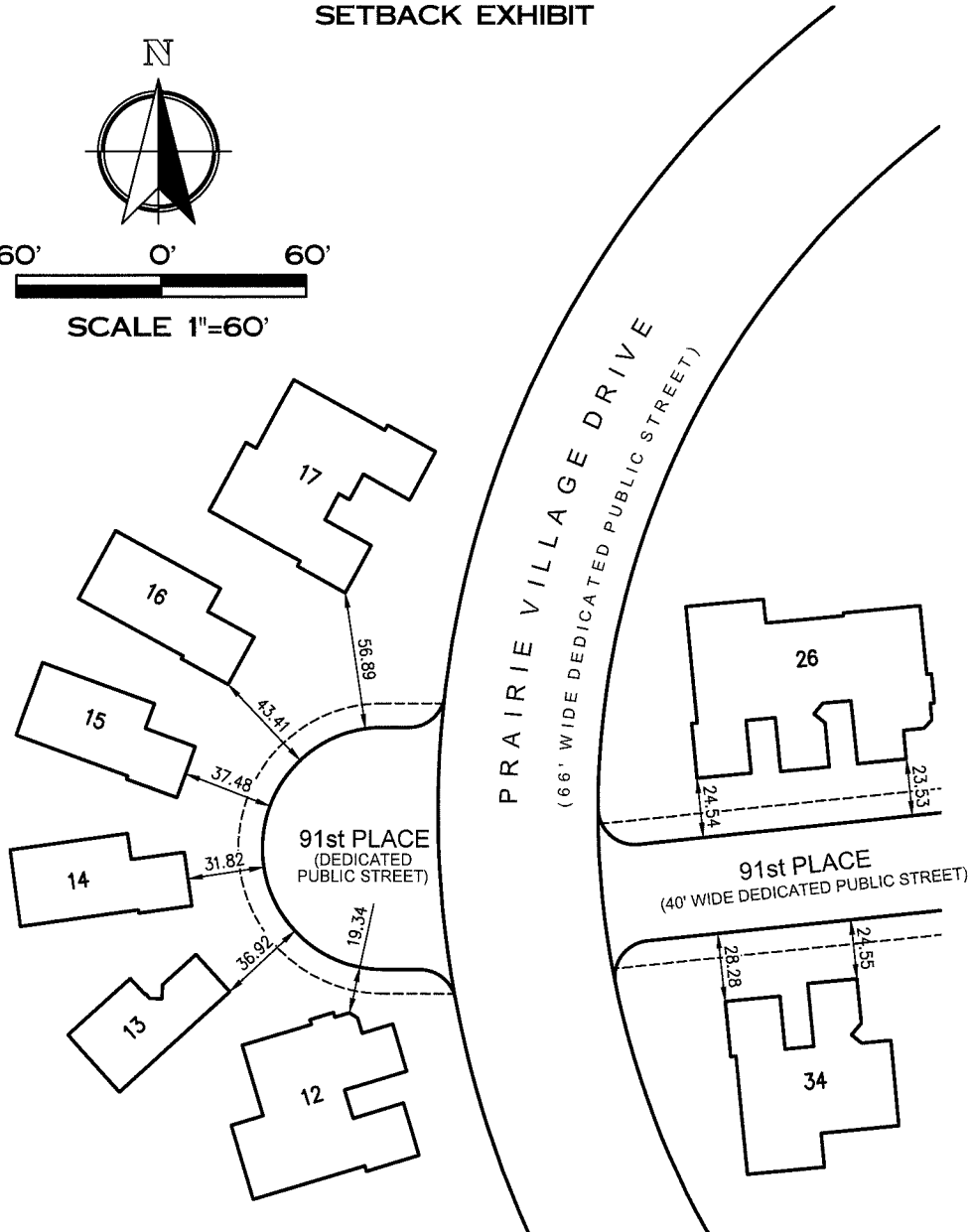
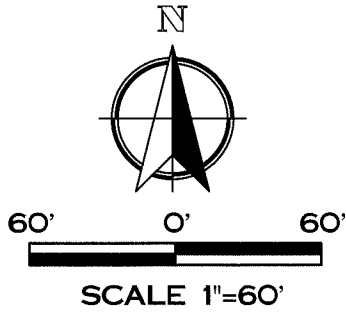


Date: January 18, 2016
This Instrument was drafted by Mark R. Madsen
2015.0126.01.DWG

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

91st PLACE PUBLIC ROADWAY
SETBACK EXHIBIT

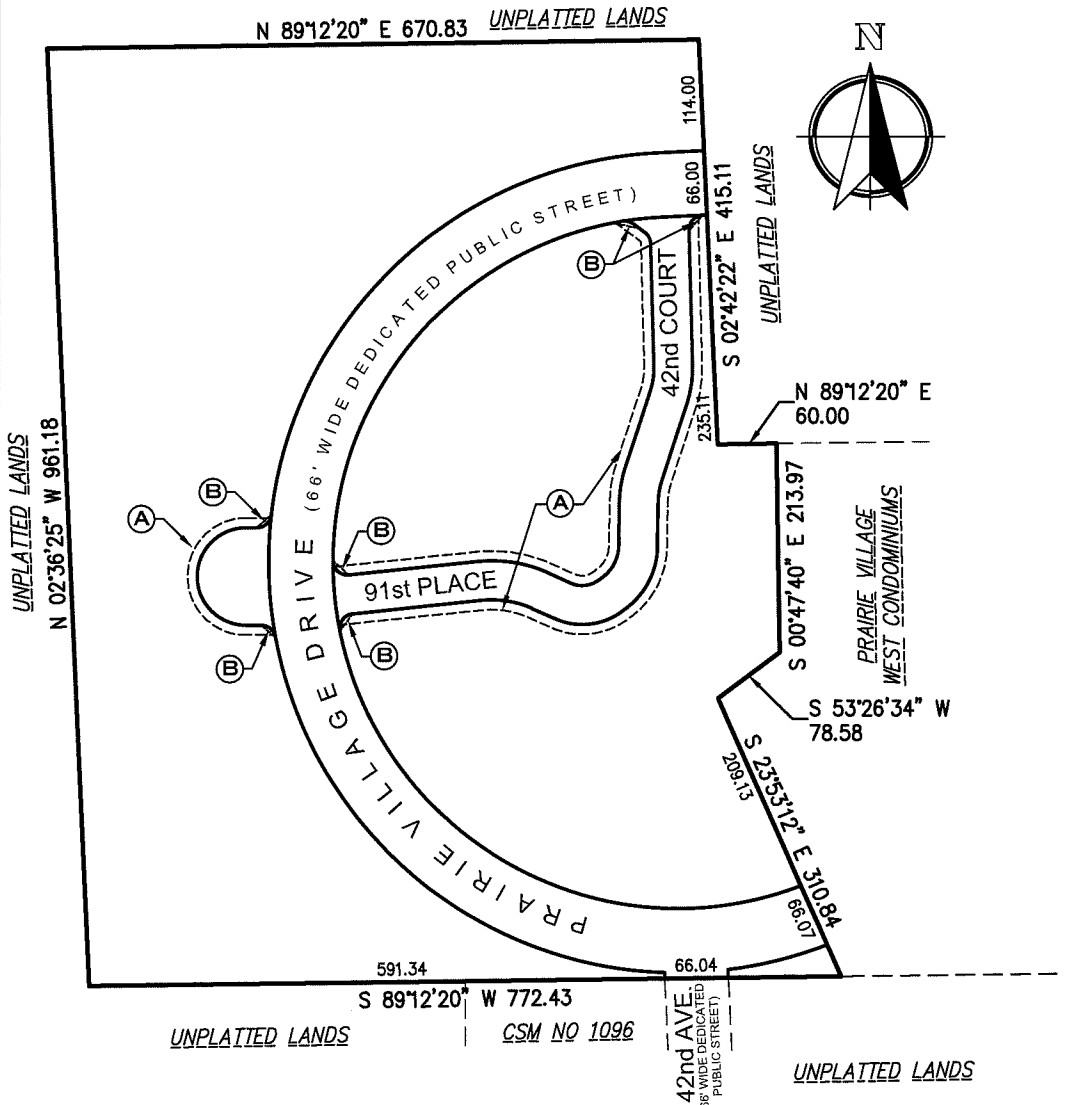


CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATION AND EASEMENT PROVISIONS

**DEDICATED FIRE HYDRANT, SNOW STORAGE, LANDSCAPE,
ACCESS AND MAINTENANCE EASEMENT
DEDICATED 15'x15' VISION TRIANGLE EASEMENT**



(A) DEDICATED 10' WIDE FIRE HYDRANT, SNOW STORAGE, LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT.

(B) DEDICATED 15'x15' VISION TRIANGLE EASEMENT

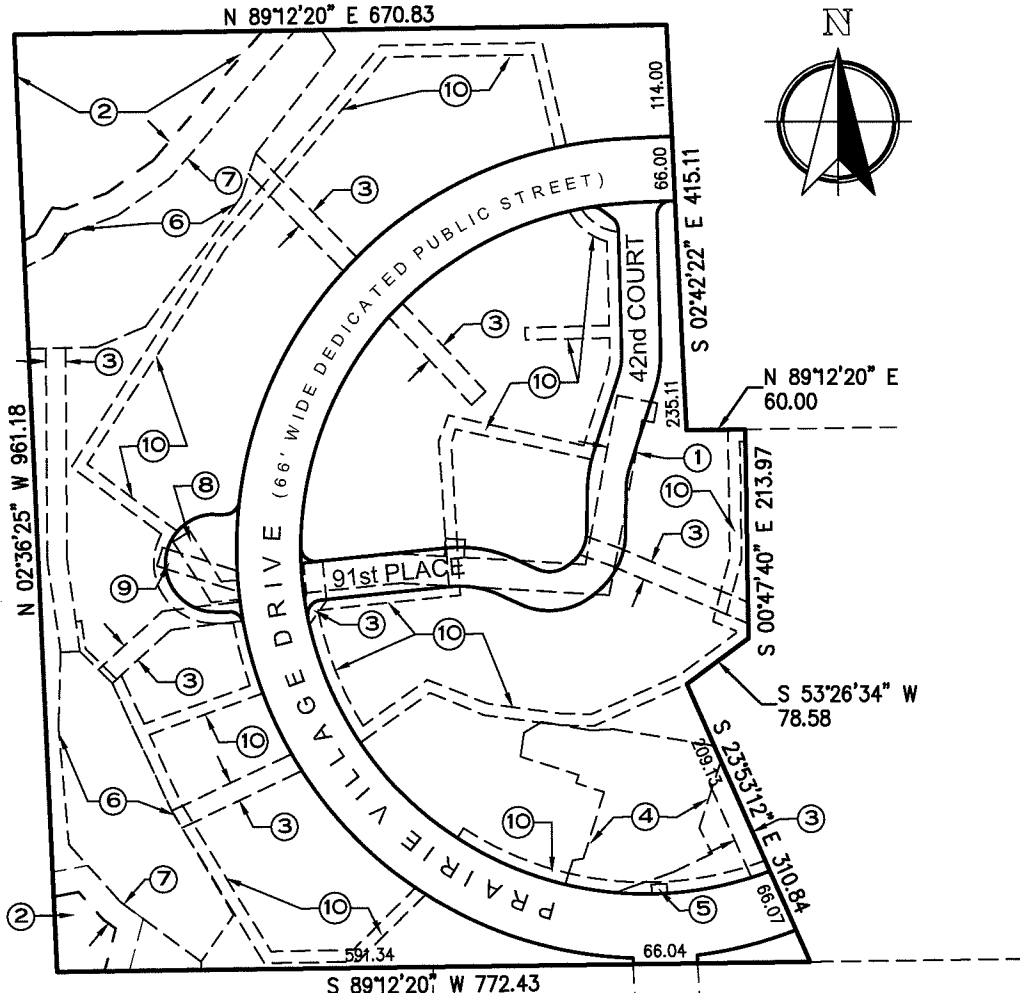
150' 0' 150'

SCALE 1"=150'

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
 CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
 PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**EASEMENTS AND RESTRICTIONS
 PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST
 ADDITION NO. 1 CONDOMINIUM PLAT**



- ① DEDICATED 30' WIDE SANITARY SEWER, WATER MAIN, ACCESS AND MAINTENANCE EASEMENT. AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1. (VACATED VIA SEPARATE DOCUMENT)
- ② DEDICATED WETLAND PRESERVATION EASEMENT. (AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ③ DEDICATED 20' WIDE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT. (AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ④ DEDICATED TREE PRESERVATION, ACCESS AND MAINTENANCE EASEMENT. (AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ⑤ DEDICATED 10'x16' LANDSCAPING, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT. (AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ⑥ DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT. (AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ⑦ DEDICATED 25' WIDE VEGETATIVE BUFFER ZONE (AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ⑧ DEDICATED 20' WIDE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT. (AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ⑨ DEDICATED 20' WIDE WATER MAIN, ACCESS AND MAINTENANCE EASEMENT. (AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ⑩ DEDICATED 12' WIDE UTILITY, ACCESS AND MAINTENANCE EASEMENT. (AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)

Date: January 18, 2016
 This Instrument was drafted by Mark R. Madsen
 2015.0126.01.DWG



SCALE 1"=150'

CERTIFIED SURVEY MAP NO. _____

**PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

NEW EASEMENT DEDICATIONS

**DEDICATED 10' WIDE FIRE HYDRANT, SNOW STORAGE, LANDSCAPE, ACCESS AND MAINTENANCE
EASEMENT (A)**

Nonexclusive easements coextensive with the areas shown on this CSM as a 10' Wide Dedicated Fire Hydrant, Snow Storage, Landscape, Access and Maintenance Easement are hereby dedicated, given, granted and conveyed by Prairie Village West Condominium Association, Inc. to the Village for the construction, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavements, curbs and gutters, sidewalks, street signs, street lights, bike lanes, sanitary sewage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. In the event of any conflict between the rights of the Condominium Owners and the rights of the Village with respect to the 10' Wide Dedicated Fire Hydrant, Snow Storage, Landscape, Access and Maintenance Easement the Village's rights under these easements shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Condominium Owners shall be responsible for all costs associated with grading, planting and installing trees, shrubs and other landscape elements and all related replacement and maintenance activities within these nonexclusive easement areas in accordance with the master landscaping plan approved by the Village.

DEDICATED 15'x15' VISION TRIANGLE EASEMENT (B)

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

CERTIFIED SURVEY MAP NO. _____

**PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

**DEDICATION AND EASEMENT PROVISIONS
PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST ADDITION
NO. 1 CONDOMINIUM PLAT
(EASEMENT TEXT MODIFIED VIA THIS CSM)**

**DEDICATED WETLAND PRESERVATION, PROTECTION, ACCESS AND MAINTENANCE EASEMENT
(EASEMENT 2 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT)**

A nonexclusive easement coextensive with the areas shown on this CSM as a Dedicated Wetland Preservation, Protection, Access and Maintenance Easement areas were dedicated, given, granted and conveyed by Stanich Builders, Inc. for the purposes of protecting and maintaining wetland conservancy areas and for all related ingress and egress. In the event of any conflict between the rights of Prairie Village West Condominium Association, Inc. pursuant to this easement and the rights of the Village, the rights of the Village shall be deemed to be superior.

**20' WIDE DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT
(EASEMENT 3 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO 1
CONDOMINIUM PLAT)**

A nonexclusive easement coextensive with the areas shown on this CSM as a 20' Wide Dedicated Storm Water Management, Access and Maintenance Easement were dedicated, given, granted and conveyed by Stanich Builders, Inc. for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easements shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium on which such easement is located as will not interfere with the improvements as they relate to the easement. In the event of any conflict between the rights of the Condominium Association, the rights of the Village or other entities with respect to the 20' Wide Dedicated Storm Water Management, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Condominium Association shall be responsible for all costs associated with the construction and maintenance of the storm sewer and drainageway improvements contained within the exclusive easement. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be invoiced by the Village as a special charge against the Condominium and any other properties using the easement area or said improvements.

The easement rights include the right to enter upon the condominium lands within the 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part or portion of such storm sewer mains for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.

This grant is further subject to the condition that the Condominium Association shall, at their expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Condominium Association shall restore the easement area to its prior grade and condition including any restoration such as and without limitation, the replacement of pavement, concrete curbs and gutters, sidewalks, signage, landscaping or landscaped islands or any other improvements requiring repair resulting from such reconstruction and repair.

CERTIFIED SURVEY MAP NO. _____

**PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

**DEDICATION AND EASEMENT PROVISIONS
PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST ADDITION
NO. 1 CONDOMINIUM PLAT
(EASEMENT TEXT MODIFIED VIA THIS CSM)**

**DEDICATED TREE PRESERVATION, ACCESS AND MAINTENANCE EASEMENT
(EASEMENT 4 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO 1
CONDOMINIUM PLAT)**

Nonexclusive easements coextensive with the areas shown on this CSM as a Dedicated Tree Preservation, Access and Maintenance Easement were dedicated, given, granted and conveyed by Stanich Builders, Inc. for the purposes of tree preservation, protection and replanting purposes. In the event of any conflict between the rights of the Condominium Owners and the rights of the Village or other entities with respect to the Dedicated Tree Preservation, Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Condominium Owners shall be responsible for all costs associated with the maintenance and replanting of trees within this easement.

**10'x16' DEDICATED LANDSCAPING, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT
(EASEMENT 5 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO 1
CONDOMINIUM PLAT)**

Nonexclusive easements coextensive with the area shown as a 10' X 16' Dedicated Signage, Access and Maintenance Easement was dedicated, given, granted and conveyed by Stanich Builders, Inc. for the purposes of placing, constructing, installing, repairing, replacing and maintaining monument signage benefiting the Prairie Village West Addition No. 1 Condominium; and for all ingress, egress, planting, installing, replacing and maintaining related landscape elements. This Dedicated Signage, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use, planting, care and maintenance of the easement areas will not interfere with the improvements, uses and purposes of the Condominium Owners and the Village as it relates to the easement. In the event of any conflict between the rights of the Condominium Owners, the rights of the Village and the rights of other entities with respect to the Dedicated Signage, Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The easement rights include the perpetual right to enter upon the Condominium Lands within the Dedicated Signage, Access and Maintenance Easement area at any time that it may see fit, to use, maintain, repair, alter or reconstruct the signage and related improvements.

**DEDICATED STORMWATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT AREAS
(EASEMENT 6 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO 1
CONDOMINIUM PLAT)**

Non-exclusive easements coextensive with the areas shown on this CSM as Dedicated Stormwater Management, Access and Maintenance Areas shall be protected and maintained as a stormwater retention / detention basins and that no filling or other activity or condition detrimental to its function as storm water detention basins shall occur or exist within such areas or on any surrounding land shown on Prairie Village West Addition No. 1 Condominium Plat without written approval of the Village. This covenant shall run with the land, shall be binding upon the Condominium Owners, their successors, assigns and successors-in-title, in their capacity as Owners, and shall benefit and be enforceable by the Village, and by the Condominium Association. Prairie Village West Condominium Association, Inc. shall perform the required stormwater and detention basins protection and maintenance functions within the Condominium, without compensation and to the satisfaction of the Village.

CERTIFIED SURVEY MAP NO. _____

**PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

**DEDICATION AND EASEMENT PROVISIONS
PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST ADDITION
NO. 1 CONDOMINIUM PLAT
(EASEMENT TEXT MODIFIED VIA THIS CSM)**

**DEDICATED 25' WIDE VEGETATIVE BUFFER ZONE
(EASEMENT 7 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT)**

Nonexclusive easements coextensive with the areas shown on this CSM as a Dedicated 25' Wide Vegetative Buffer Zones were dedicated, given, granted and conveyed by Stanich Builders, Inc. for the purposes of vegetative preservation, protection and replanting purposes. In the event of any conflict between the rights of the Condominium Owners and the rights of the Village or other entities with respect to the Dedicated 25' Wide Vegetative Buffer Zone, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Condominium Owners shall be responsible for all costs associated with the maintenance and replanting of vegetation within this easement.

**DEDICATED 12' WIDE UTILITY EASEMENT AREAS
(EASEMENT 10 - PREVIOUSLY DEDICATED ON THE CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST
ADDITION NO. 1)**

Nonexclusive easements coextensive with the areas shown on this CSM as Dedicated Utility Easement Areas were dedicated, given, granted and conveyed by Stanich Builders Inc. to Wisconsin Electric Power Company, AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium and for any related ingress and egress. This easement shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required which may be interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees deemed to be superior.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way and private roadway easement areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public roadway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public roadway areas to a vegetatively stabilized condition, the Condominium Association shall be ultimately responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

CERTIFIED SURVEY MAP NO. _____

**PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

**DEDICATION AND EASEMENT PROVISIONS
PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST ADDITION
NO. 1 CONDOMINIUM PLAT
(EASEMENT TEXT MODIFIED VIA THIS CSM)**

**DEDICATED PUBLIC STREET
(PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT AND
WITHIN THIS C.S.M.)**

The fee interest in the areas shown as a Dedicated Public Street on this CSM was dedicated, given, granted and conveyed by Stanich Builders, Inc. and Prairie Village West Condominium Association, Inc. to the Village of Pleasant Prairie, its successors and assigns (referred to as the "Village") for the construction, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavements, curbs and gutters, sidewalks, street signs, street lights, bike lanes, sanitary sewage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM and granted to the adjacent Condominium Owners for street terrace grading, placing topsoil and seeding, street trees and other landscaping planting, snow clearance, maintenance, repair and replacement of sidewalks, and for the construction, installation, repair, replacement, maintenance and use of such driveways and sidewalks in the area between the roadway and their properties as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets, the Association, or of the Condominium Owners, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

Prairie Village West Condominium Association, Inc. shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities, maintenance of the private storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and development maintenance in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of the Site and Operational Plan approvals.

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. The Owner hereby covenants that the Dedicated 15'x15' Vision Triangle Easement areas shown on this CSM hereby places restrictions on the referenced land areas because of the location of these Easements which were given, granted and conveyed by the Condominium Owners to maintain a clear sight line of vision for each intersection identified. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.
2. The Condominium Owners hereby covenants that the Prairie Village West Condominium Association, Inc. shall have the obligation of protecting and preserving the Wetland Preservation, Protection, Access and Maintenance Easement areas shown on the Prairie Village West Addition No. 1 Condominium Plat. Such preservation and maintenance shall include without limitation and as needed, removing of dead, dying or decayed trees, plant material or evasive species; re-planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources; and removing of trash and debris in order to prevent a nuisance condition. No mowing or cutting of the wetland vegetation shall be allowed without the permission of the Village. No signage or fences shall be erected within the Wetland Preservation, Protection, Access and Maintenance Easement which may cause damage to the wetland area. The covenant shall run with the land and shall be binding upon the Condominium Owners, their successors, assigns and successors-in-title of the lands, in their capacity as Owners of such land, and shall benefit and be enforceable by the Village. Prairie Village West Condominium Association, Inc. shall perform such maintenance as may be needed, without compensation and to the satisfaction of the Village. This covenant will not restrict or prohibit the Condominium Owners from seeking and obtaining the required permits and approvals from the appropriate federal or State agencies having jurisdiction to fill or adjust the wetland areas insofar as the appropriate permits and approvals are obtained from the federal, State and Village agencies prior to commencing any wetland disturbing or fill activities.

To the extent that the Village performs any such wetland related maintenance activities on behalf of the Condominium, the Condominium Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions as referenced on this CSM, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

CERTIFIED SURVEY MAP NO. _____

**PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

RESTRICTIVE COVENANTS

3. The Owner hereby covenants that the Condominium Owners shall have the obligation of planting, maintaining and replacing the Street Trees located within the Prairie Village Drive, 42nd Court and 91st Place right-of-ways shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-ways, which might damage the street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Condominium Owners, their successors, successors and assigns and successors-in-title of the land, in their capacity as the Owners, and shall benefit and be enforceable by the Village. Such street tree planting and maintenance shall be performed regularly by the Prairie Village West Condominium Association, Inc., without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such street tree replanting or related maintenance activities on behalf of the landowner, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions as referenced on this CSM, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

4. The Owner hereby covenants that the Prairie Village West Condominium Association, Inc. shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of the Site and Operational Plan approvals, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities on behalf of the landowner, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions as referenced on this CSM, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:

THAT I have prepared this Certified Survey Map at the direction of the OWNER; THAT the exterior boundaries are described as being part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 385.00 feet from the Southeast corner of said Section 14; thence S89°12'20"W 842.93 feet to the Southeast corner of said condominium plat and the point of beginning of this description; continue thence S89°12'20"W 772.43 feet along South line of said condominium plat; to the West line of said condominium plat; thence N02°36'25"W 961.18 feet along said West line to the North line of said condominium plat; thence N89°12'20"E 670.83 feet along said North line to the East line of said condominium plat; thence S02°42'22"E 415.11 feet along said West line; thence N89°12'20"E 60.00 feet along said East line; thence S00°47'40"E 213.97 feet along said East line; thence S53°26'34"W 78.58 feet along said East line; thence S23°53'12"E 310.84 feet along said East line to the South line of said condominium plat and the point of beginning. Containing 15.399 acres.

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

January 18, 2016

Mark R. Madsen, S-2271
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd., Suite 200
Racine, WI 53406
(262) 634-5588

OWNER'S CERTIFICATE OF DEDICATION

PRAIRIE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC., as Owner does hereby certify that it caused the land described on this Certified Survey Map to be surveyed, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

PRAIRIE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC

Signed: _____

Print Name: Ervin John Field, President

IN WITNESS WHEREOF, this ____ day of _____, 2016.

Witness: _____

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

STATE OF _____)
 ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2016, the above-named person of said
corporation to me known to be the person who executed the foregoing instrument and to me known to be
such _____ of said Limited Liability Corporation, and acknowledged that he executed the
foregoing as such officer of said Limited Liability Corporation, by its authority.

My Commission Expires: _____

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this ____ day of _____, 2016.

Thomas W. Terwall, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this ____ day of _____, 2016.

John P. Steinbrink, Village President

Attest: _____
Jane M. Romanowski, Village Clerk

Memorandum of Understanding Agreement
Prairie Village West Addition #1 Condominium Association

EXHIBIT B

**LETTER FROM OWNER'S ENGINEER IDENTIFYING SCOPE OF REPAIRS TO BE
COMPLETED WITHIN 42ND COURT AND 91ST PLACE IN PRAIRIE VILLAGES WEST
ADDITION #1 CONDOMINIUM**



EXHIBIT B

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

May 26, 2016

Ms. Jean Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 - 39th Avenue
Pleasant Prairie, WI 53158

RE: Prairie Village West Condominium Association, Inc.
42nd Court & 91st Place Roadway / Utility Repairs
File No. 2015.0126.01

Dear Jean:

Enclosed please find the following documents related to the upcoming pavement and utility repairs proposed on 42nd Court and 91st Place within Prairie Village West Addition No. 1 Condominium:

- 1) Executed contract with Michels Corporation in the amount of \$13,300.00 for the proposed "in-pipe" storm sewer repairs.
- 2) Executed contract with Reesman's Excavating & Grading in the amount of \$10,950.00 for the proposed storm sewer structure and asphalt pavement repairs.

As requested by the Village's Director of Public Works, a number of private utilities and pavements have been identified as needing to be brought up to "Village Standards" (i.e. repaired) prior to being dedicated to the Village. The specific pavements, mains and structures are as follows:

Michels Corporation

Storm Sewer Main Repairs (Exhibit A)

Repair #1

Location: Southwest corner of Prairie Village Drive and 91st Place
Pipe Segment / length: DI933 to DH369 / 82.9'



Ms. Jean Werbie-Harris
RE: Prairie Village West Condominium Association, Inc.
42nd Court and 91st Place Roadway and Utility Repairs
May 26, 2016
Page 2

Pipe Material & Size: 18" Dia. Reinforced Concrete Pipe

Deficiency A: Circumferential Fracture (3 to 10 o'clock) - 19.1' Downstream of DI933.
Corrective Action: Install 18" Dia. Section Liner.

Deficiency B: Longitudinal Crack (4 o'clock and 10 o'clock) - 25.6' Downstream of DI933.
Corrective Action: Install 18" Dia. Section Liner.

Repair #2

Location: 91st Place just East of Prairie Village Drive
Pipe Segment / length: DI928 to DH329 / 31.8'
Pipe Material & Size: 15" Dia. Reinforced Concrete Pipe

Deficiency A: Multiple Cracks (11 o'clock to 1 o'clock) - 17.1' Upstream of DI928.
Corrective Action: Install 15" Dia. Section Liner.

Deficiency B: Multiple Fractures (2 o'clock to 4 o'clock) - 25.1' Upstream of DI928.
Corrective Action: Install 15" Dia. Section Liner.

Deficiency C: Offset (Displaced) Joint (1 o'clock) - 25.1' Upstream of DI928.
Corrective Action: Install 15" Dia. Section Liner.

Repair #3

Location: 42nd Court just South of Prairie Village Drive
Pipe Segment / length: DI1680 to DH371 / 53.8'
Pipe Material & Size: 15" Dia. Reinforced Concrete Pipe

Deficiency A: Multiple Cracks (10 o'clock to 2 o'clock) - 14.4' Upstream of DH371.
Corrective Action: Install 15" Dia. Section Liner.

Deficiency B: Longitudinal Crack (8 o'clock) - 21.3' Upstream of DH371.
Corrective Action: Install 15" Dia. Section Liner.

Reesman's Excavating & Grading

Storm Sewer Structure & Pavement Repairs (Exhibit B)

Repair A

Location: 42nd Court just South of Prairie Village Drive
Storm Sewer Structure: DI1680
Material: Pre-cast Concrete

Repair B

Location: 42nd Court just South of Prairie Village Drive
Storm Sewer Structure: DI936

Ms. Jean Werbie-Harris
RE: Prairie Village West Condominium Association, Inc.
42nd Court and 91st Place Roadway and Utility Repairs
May 26, 2016
Page 3

Material: Pre-cast Concrete

Repair C

Location: Intersection of 91st Place & 42nd Court
Storm Sewer Structure: DI935
Material: Pre-cast Concrete

Deficiencies: Deteriorated Concrete Adjusting Rings (all three structures)

Corrective Action:

- 1) Remove adjacent concrete curb & gutter (to nearest joint).
- 2) Remove existing frame, grate and concrete adjusting rings (down to the flat top).
- 3) Install new concrete adjusting rings matching the structures original flowline elevation.
- 4) Reinstall existing frame & grate.
- 5) Backplaster adjusting rings and clean structure sump of all dirt and debris.
- 6) Replace adjacent concrete curb & gutter and asphalt pavement.
- 7) Restore disturbed turf areas with topsoil seed, fertilizer and mulch (matching existing conditions).

Asphalt Pavement Repairs (Exhibit B)

Repair D

Pavement Remove and Replace: Fronting 4227 91st Place
Material / Depth: Asphalt / 5"
Approximate Area: 25 SY's

Deficiency A: Deteriorated Asphalt Pavement & Base.

Corrective Action:

- 1) Asphalt pavement to be saw cut (full depth) and removed.
- 2) Aggregate base to be removed (6-inches minimum).
- 3) Aggregate base and asphalt to be replaced to match existing lines and grades (5" minimum pavement thickness in 2 lifts).

All work will be performed in accordance with current Village of Pleasant Prairie Specifications and will be inspected and ultimately approved by Jesse Houle, P.E., Pleasant Prairie Construction Manager.

Inspection time required for the project should be fairly minimal as a post-construction "video" (DVD) of the "in-pipe" repairs will be furnished by the contractor at the completion of the work (for the Village's review and approval).

In addition, the repairs being made by Reesman's will be very visible from the surface and only require "on-call", part-time inspection.

Ms. Jean Werbie-Harris
RE: Prairie Village West Condominium Association, Inc.
42nd Court and 91st Place Roadway and Utility Repairs
May 26, 2016
Page 4

We are requesting approval from the Village to move forward with the needed repair work as soon as possible and will be following up with a formal submittal of the required "dedication" documents within the next 4-6 weeks.

Please review and let me know if you have any questions.

Sincerely,



Mark D. Eberle, P.E.

Enclosures
MDE/kmw

File: G:\2015 Docs\2015.0126.01\Prairie Village Condominium – Roadway and Utility Repairs (5-26-16)

Memorandum of Understanding Agreement
Prairie Village West Addition #1 Condominium Association

EXHIBIT C

MICHELS CORPORATION CONSTRUCTION ESIMTATE



DRIVING INNOVATION.
TRANSFORMING CONSTRUCTION.

EXHIBIT C

Michels Corporation

Attn: Prairie Village West Condominium
E. John Field, Association President
9191 41st Avenue
Kenosha, WI 531442

April 19, 2016

c/o: Mark D. Eberle, P.E.
Nielsen Madsen & Barber
1458 Horizon Boulevard, Suite 200
Racine, WI 53406

Re: CIPP Proposal – Prairie Village West Condominium In-pipe Storm Sewer Repairs

Our quantities are calculated only from take-offs and limited by the information provided at the date indicated above, and the Owner should verify bidding quantities.

Michels Pipe Services, a division of Michels Corporation, is pleased to provide the following quote to your firm for the above-mentioned project, per your request. The following price should be considered confidential. Your investment for this project is as follows:

Item		Description	Quantity	U/M	Unit	Extension
ITEM	1	In-pipe Storm Sewer Repairs	1	LS	13,300.00	13,300.00
					Total	\$ 13,300.00

Proposal based on award of all items.

Items Included in Michels Pipe Services' Proposal:

- Michels intends on executing all proposal work in one mobilization to and from project site. Any additional mobilization will be negotiated.
- Minor traffic control for Michels' operations. *Typical signs (4) and cones (20) only.*
- Post- CCTV inspection of pipe after sewer repair
- Two (2) copies of the DVD containing videos and detailed reports

Any task or item not specifically included under this Proposal Letter is excluded from the scope of this project. Any additional items or information provided to Michels Pipe Services after the date of this Proposal Letter may result in modifications and/or adjustments to the schedule and pricing.

Clarifications: Items & Tasks to be provided by Client/Owner (non-chargeable):

- If required, Michels will provide bond for an additional charge of one (1) percent of total price.
- Water source to be within project limits and *no cost* will be associated with its use.
- Dumpsite at or near the project site for material removed from pipeline with *no cost* to Michels.
- Removal of obstructions will be billed at Michels' current time & material rates, unless otherwise noted.
- The determination of "repairability" will be mutually agreed upon by Engineer and Michels.
- The Owner must provide legal right of way access and physical access to both ends of each pipe segment for equipment and personnel to perform all aspects of CIPP operation. Manhole or pit access on both ends of each pipe segment must be provided for CIPP installation.
- Proposal assumes work will be performed in accordance with a mutually agreed upon schedule.

- Verification of pipe diameter, repair length, and pipe condition. Any change in diameter or repair length will result in an equitable increase or decrease in unit price. Any change in installation locations as stated in original documents may result in an increase or decrease in unit price.

Exclusions: Items & Tasks to be provided by Client/Owner (non-chargeable):

- Site restoration.
- Any required traffic control for Michels' operations beyond typical signs and cones. Flaggers, TC plans, Arrow Signs, and No-Parking signs are excluded from Michels' scope.
- Bypass of all mainline flows and all lateral flows if required for sewer repair
- Bypass of all flows if required to perform work during wet weather.
- Manhole rehabilitation.
- Sewer lateral inspection or cleaning for lateral lining
- Joint sealing, lateral lining, or SCL/"Top Hats".
- Invert Paving and/or Pipe grouting, Void Filling, soil/pipe stabilization, or Pipe Repair.
- Pressure testing, leakage testing, and exfiltration testing.
- Any and all environmental requirements; including SWPPP and erosion control.
- All permits, fees, licenses, engineering etc., including but not limiting to, railroad permits/insurance if required, and any inspection fees associated with Michels' work. Also includes permits/permissions to discharge CIPP cure water to sanitary systems.
- Engineer's verification and stamp of CIPP designs as required.
- Warranty TV inspection.
- Any point repairs/mechanical work required to install CIPP liner.

If at any time Michels Corporation discovers any condition that existed but was not discovered due to no fault of Michels Corporation or arises that prevents Michels Corporation from the sewer repairs proposed by normal methods, Michels' reserves the right to modify this Proposal Letter and any terms or conditions herein. ***If our crews are delayed through no fault of their own, Michels will charge the responsible party \$550.00 per crew standby hour for straight time work, 1 ½ time on all overtime work and double time on all weekend work; this rate will also be applied for any extra mobilizations, indoctrinations, meetings, training, etc.***

Material acquisition lead-time is generally 4 weeks to Brownsville, WI. This quote is valid for 30 days and the payment terms are Cash, Net 30 days, no retainage, and supersede general or prime contract. If the Owner elects to accept Michels' proposal then both parties expressly agree that this proposal letter will be fully incorporated into the CONTRACT or SUBCONTRACT AGREEMENT. In the event of a conflict between any other provision in the Contract or Subcontract Agreement, the scope and intent of this Proposal Letter shall govern.

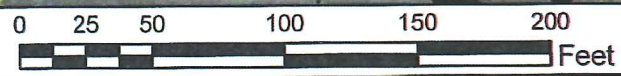
Michels appreciates your consideration of this quote and looks forward to working with you on this project. Please feel free to contact me at (920) 924-4300 ext. 2887 or rzummall@michels.us if there are any questions you may have.

Sincerely,
Michels Corporation



Ryan ZumMallen, Estimator

EXHIBIT - STM SEWER STRUCTURE & PAVEMENT LOC.



Village of Pleasant Prairie
 Department of Public Works



Sheet No.

Prairie Village Storm

Drawn By: Nathan Wilkinson

Checked by:

Date: 9/3/2015

Memorandum of Understanding Agreement
Prairie Village West Addition #1 Condominium Association

EXHIBIT D

REESMEN'S EXCAVATING & GRADING, INC. ESTIMATE

PROPOSAL

EXHIBIT D



Reesman's Excavating & Grading, Inc.

28815 Bushnell Road

Burlington, WI 53105

Phone:

Fax:

Quote To: Mr. Mark Eberle, P.E.
Nielsen Madsen & Barber S.C.
1458 Horizon Blvd. Suite 200
Racine, WI 53406
PUBLIC WORK

Job Name: Prairie Village West Condo
Date of Plans: 4-4-2016
Date of Proposal: 4-19-2016
Proposal Number: 16-051A

Addendum 1 Acknowledged

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Storm System Repairs (1 - 3)	3.00	EA	2,330.00	6,990.00
3	Pavement and Base Repairs (5)	25.00	SY	136.00	3,400.00
4	Storm Manhole DH369 Adjustment (Addendum 1)	1.00	EA	560.00	560.00
	Total				\$10,950.00

NOTES:

- 1~ Permits by Owner
- 2~ Tree removal is not included if required.
- 3~ Post Teviving not included.
- 4~ Sod not Included, Topsoil Seed, Fertilizer and Mulch are included.

Reesman's Excavating and Grading Inc. will not be responsible for damage to any (private) underground utilities or other hidden conditions if the owner fails to give advance notice of their existence and location.

"As required by the Wisconsin Construction Lien Law, Builder (Reesman's Excavating & Grading Inc.) Hereby notifies owner that persons or companies furnishing Labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any, to see that all potential lien claimants are duly paid."

If any amount due under this contract is not paid when due, is referred to any attorney for collection, or if any legal advice, services or action shall be necessary, owner agrees to pay all attorney's fees, costs and expenses incurred by Reesmans Excavating & Grading Inc. in connection with collecting that amount.

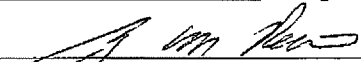
Reesmans Excavating & Grading Inc. proposes to furnish material and labor, complete in accordance with above specifications and prices.

Reesmans Excavating & Grading Inc. is entitled to payment of monthly pay applications upon completion of items and units scheduled in proposal. Terms of payment shall be net 30 days from date of invoice. A 1.5% per month finance charge will be charged on all outstanding balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry property, builders risk and other necessary insurance. Reesmans Excavating & Grading Inc. employees are fully covered by Workmen's Compensation Insurance. Owner will be provided a Certificate of Insurance listing owner as additional insured.


Project: PRAIRIE VILLAGE WEST CONDO "PUBLIC WORK"

Plan Date: 4-4-2016 Proposal Date: 4-19-2016

Authorized Signature: 

*This proposal may be withdrawn if not accepted in 15 days.

Acceptance of Proposal is hereby authorized: The above Prices, specifications, and conditions are satisfactory and are hereby accepted. Reesman's Excavating & Grading Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Owner Signature:  Date: 5/25/2016

OWNER AGREEMENT AND GENERAL CONDITIONS

This Owner Agreement (the "Agreement") is made this day of May 25, 2016, and is entered into between OWNER and CONTRACTOR upon the terms and conditions set forth below and attached hereto:

OWNER : **PRAIRIE VILLAGE WEST CONDOMINIUM**
9191 41st Avenue
Kenosha, WI 53142
Contact Person: E. John Field, Associate President
Email: _____

CONTRACTOR: **MICHELS PIPE SERVICES; A DIV. OF MICHELS CORPORATION**
817 West Main Street
Brownsville, Wisconsin 53006
Telephone: (920) 583-3132 FAX: (920) 583-3429
Contact Person: Brady Sonnenberg
Email: bsonnenb@michels.us

ARCHITECT/ENGINEER: **NIELSEN MADSEN & BARBER**
1458 Horizon Boulevard, Suite 200
Racine, WI 53406
Telephone: (262) 664-4613 FAX: (262) 634-5024
Contact Person: Mark Eberle
Email: meberle@nmbsc.net

PROJECT: **Prairie Village West Condominium In-Pipe Storm Sewer Repairs**

PROJECT SITE: **Kenosha, WI**

DESCRIPTION OF WORK: The term "Work" means the labor and materials required by the Plans and Specifications, prepared by the Architect/Engineer and/or Owner dated _____ or described in Contractor's Proposal dated April 19, 2016, which is attached hereto and incorporated herein by this reference.

CONTRACT TIME:

APPROXIMATE STARTING DATE: June 6, 2016

APPROXIMATE COMPLETION DATE: June 30, 2016

CONTRACT PRICE: Lump sum of \$ 13,300.00
 Unit prices as identified on the attached Exhibit "A".

GENERAL CONDITIONS

THESE GENERAL CONDITIONS ("General Conditions") are part of the Agreement. The Agreement and General Conditions shall collectively be referred to herein as the Agreement.

Section 1. CONTRACT DOCUMENTS.

The Contract Documents consist of (i) the Agreement, (ii) the General Conditions, (iii) the Plans and Specifications, (iv) any documents incorporated herein by reference or exhibits attached hereto and made part hereof, including, but not limited to, any Contractor Proposal or Rider, and (v) any written change orders, amendments or other written modifications to the Agreement issued after the execution of the Agreement,

Section 2. THE WORK.

- a. The Work. Contractor shall perform the Work in substantial accordance with the Contract Documents.
- b. Schedule. Upon Owner's request, Contractor shall provide Owner with a construction schedule, indicating the approximate commencement date, completion date and any project milestones.
- c. Means, Methods and Coordination. Unless otherwise provided in the Contract Documents, Contractor shall be solely responsible for and have control over the construction means and methods and for coordinating all portions of the Work.
- d. Changes. Owner may request that Contractor perform additional labor or provide additional materials. Any such additional work shall be performed pursuant to a change order signed by Owner and Contractor. Contractor has the right to rely on Owner's verbal authorization to proceed with additional work.
- e. Laws, Permits and Taxes. Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Work. Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for the permits required for the Work. Contractor shall pay all taxes that may be imposed or charged in connection with the Work.

Section 3. PAYMENT.

- a. Payments. Contractor shall submit monthly invoices to Owner for Work completed, including materials or equipment purchased whether not yet incorporated into the Work, in the month prior to the month in which the payment request is made. When Contractor contends that its has substantially completed the Work, Contractor shall submit its final invoice to Owner.
- b. Due Date. All invoices are due within twenty (20) days of Owner's receipt of Contractor's invoice. Interest of 1% per month shall accrue on any invoice balance not paid when due. Timely and full payment of all invoices are of the essence of this Agreement.
- c. Joint Checks. Owner has no right to issue joint checks to Contractor and its subcontractors/suppliers or to pay Contractor's subcontractors /suppliers directly unless Contractor consents.
- d. Lien Waivers. Any lien waivers required of Contractor and/or its subcontractors/suppliers may be conditional lien waivers, effective only upon the receipt of the funds identified in the lien waiver and after the check has been properly endorsed and paid by the bank upon which it is drawn.

Section 4. DELAYS.

Contractor shall not be responsible for any delay or failure to perform if such delay or failure is caused by an occurrence beyond Contractor's reasonable control, including, but not limited to, Site conditions, hazardous wastes, Owner's breach of a term of this Agreement, including, but not limited to, failure to timely pay invoices in full, acts or omissions of Owner or anyone for whose acts or omissions Owner may be responsible, including, but not limited to, other Owner contractors, government or other regulatory orders, rules or decisions, changes in applicable law, war, terrorism, sabotage, riots or theft, labor shortages, material shortages, lockouts, embargoes or strikes, fire or explosion or flood, wind, rain, weather or other act of God. The time to complete the Work shall be extended for a period of time at least equal to the delay caused by a foregoing event. Owner shall be liable to Contractor for any and all costs, expenses and damages incurred by Contractor that arise from or in any way relate to a foregoing event giving rise to the delay.

Section 5. OWNER'S RESPONSIBILITIES.

- a. Financial Wherewithal. Owner shall promptly furnish to Contractor, at the request of Contractor, reasonable evidence that financial arrangements have been made to fulfill Owner's obligations under the Contract Documents.

b. Lien Information. Owner shall promptly furnish to Contractor, at the request of Contractor, information necessary and relevant for Contractor to evaluate and perfect its lien rights, including, but not limited to, the legal description(s) of the Site, the name address of the record owner of each parcel of the Site and Owner's interest in each identified parcel.

c. Site Access. Owner shall provide Contractor and its subcontractors/suppliers access to the Site, any facilities located on the Site and any adjacent lands thereto so that Contractor and its subcontractors/suppliers can properly and timely perform the Work. In connection therewith, Owner shall obtain, at its own expense, any and all permits, licenses, easements, variances, rights-of-way, agreements and other permission necessary for such access and performance of the Work.

d. Other Information.

(1) Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the Site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(2) Owner assumes full responsibility to ascertain that the Site is properly zoned for the construction of the Project and its intended use.

(3) Owner shall furnish the services of a geotechnical engineer and an environmental engineer. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests and identification of subterranean structures and conditions.

(4) Owner shall disclose, to the extent known to Owner, the results and reports of prior tests, inspections or investigations conducted for the Project or relating to the Site. Owner shall give prompt notice to Contractor whenever it becomes aware of any development, event or condition that materially or adversely affects the Site or scope, timing or cost of the Work.

(5) Those services, information, surveys, reports and other information provided by Owner under this Section are of the essence of this Agreement and Contractor shall be entitled to rely upon the accuracy and completeness thereof.

Section 6. SUSPENSION AND TERMINATION.

a. Suspension. Contractor may suspend the Work in whole or in part if Owner fails to make payment on any invoice when due upon three (3) days' written notice to Owner and Contractor may suspend the Work until payment of all outstanding amounts are paid in full and Owner provides Contractor with evidence acceptable to Contractor that Owner has the financial wherewithal to complete the Project and pay Contractor for the same. Contractor may also suspend the Work in whole or in part if Owner breaches a term of the Agreement and fails to cure the breach within three (3) days of its receipt of Contractor's written notice of its intent to suspend the Work and Contractor may suspend the Work until Owner cures the breach.

b. Termination. Contractor may terminate the Agreement if Owner breaches a term of the Agreement, including, but not limited to, timely and full payment of invoices, and Owner fails to cure its breach within seven (7) days' written notice of Contractor's intent to terminate the Agreement. Contractor may also terminate this Agreement upon seven (7) days' written notice if Owner becomes insolvent, institutes bankruptcy proceedings or has bankruptcy proceedings instituted against it, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency.

c. Damages. Owner is liable to Contractor for any and all increased costs, expenses and any other damage arising out of or relating to any suspension or termination under this Section.

d. Notice and Opportunity to Cure. If Owner alleges that Contractor's work is defective or Contractor is otherwise in breach of the Agreement (the "Breach"), then Owner shall not exercise any right or remedy under this Agreement or otherwise because of the Breach until Owner gives Contractor written notice of alleged Breach and Contractor fails to commence and continue

correction of the alleged Breach within seven (7) days of Contractor's receipt of said written notice. Owner waives any claim arising out of the Breach for which Owner failed to give notice under this Section.

Section 7. INSURANCE.

a. Contractor's Insurance. Contractor shall obtain and maintain until its completion of the Work, or longer if required by law, commercial general liability insurance, automobile insurance and workers compensation insurance. Upon Owner's request, Contractor shall provide Owner with a copy of a certificate of insurance evidencing its compliance with this Section.

b. Owner's Insurance

(1) The Owner shall be responsible for purchasing and maintaining the Owner's liability insurance.

(2) Owner obtain and maintain property insurance written on a builder's "all risk" basis in the amount of the full insurable value of the Work on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, whichever is earlier. This insurance shall include interests of Owner, the Contractor and Contractor's subcontractors and suppliers. The property insurance shall be on an all-risk policy form and shall insure against, without limitation, the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, flood, earthquake, windstorm, transit, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements.

(3) Owner waives all rights against Contractor and Contractor's subcontractors and suppliers for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work.

Section 8. INDEMNIFICATION.

a. Owner shall indemnify, defend and hold Contractor and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the Site, the Project or the Work, but only to the extent caused in whole or in part by Owner's breach of this Agreement or the negligence or willful acts or omissions of Owner or anyone for whose acts or omissions Owner may be liable, including, but not limited to, Owner's architect, engineer or any other Owner contractor on the Project.

b. Contractor shall indemnify, defend and hold Owner and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to the Work, but only to the extent caused by the negligent or willful acts or omissions of Contractor or anyone for whose acts or omissions Contractor may be liable.

Section 9. SITE CONDITIONS.

Contractor is not responsible for subsurface or concealed physical conditions at or around the Site. If subsurface or physical conditions are encountered at the Site that differ from those expressly indicated in the Contract Documents or are of an unusual nature that differ from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party of such conditions. If such conditions increase the time to perform the Work, then the time to complete the Work will be equitably adjusted in a duration at least equal to the delay caused by such condition(s). If such conditions increase the cost to perform the Work, then the contract price shall be equitably adjusted in an amount at least equal to the costs and expenses arising out of or relating to such condition(s).

Section 10. HAZARDOUS MATERIALS.

Contractor is not responsible for hazardous wastes that may exist at the Site. Contractor assumes no possession or control for hazardous waste that may be present at the Site. Owner acknowledges that Contractor has played no part in and assumes no responsibility for generation or creation of any hazardous waste that may exist at the Site. Nothing in this Agreement shall be construed or interpreted as requiring Contractor to assume the status of, and Owner acknowledges that Contractor does not act in the capacity nor assume responsibilities of Owner or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any hazardous waste. Contractor shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated hazardous waste, whether directly or indirectly generated from Contractor's performance of the Work. Owner shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests. Notwithstanding anything to the contrary in

this Agreement, Owner shall defend, indemnify and hold Contractor and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from any and all claims arising out of or relating to the presence of hazardous wastes at the Site or the treatment, storage, transportation or disposition of the same.

Section 11. WARRANTY.

For a period of one year (1) after completion of the Work, and provided Owner makes payment in full of all amounts owed to Contractor under this Agreement, Contractor warrants that the Work will be performed in a good and workmanlike manner. This warranty excludes any damage or defects not inherent or permitted by the Contract Documents or caused by abuse, normal wear and tear, normal usage, improper or insufficient maintenance, improper operation and modifications or repairs not performed by Contractor. Contractor shall repair or replace, at its sole option, any defect covered by this warranty and provided Owner gives Contractor written notice of the alleged defect before the expiration of the one (1) year period. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK, INCLUDING ANY MATERIALS OR EQUIPMENT FURNISHED BY CONTRACTOR, ARE HEREBY DISCLAIMED. THIS DISCLAIMER EXTENDS TO ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Section 12. WAIVER OF CONSEQUENTIAL DAMAGES.

Owner waives any and all consequential and incidental damages arising out of or relating to the Work or this Agreement, including a breach thereof.

Section 13. DISPUTES.

Any dispute or claim between Owner and Contractor arising out of or relating to the Agreement shall, at Contractor's sole option, be resolved by binding arbitration in accordance with Wisconsin Statutes Chapter 788. Owner does not object to and consents to the joinder and participation of any other person or entity in an arbitration involving Owner and Contractor. Judgment may be entered upon the award rendered by the arbitrator in accordance with applicable law in any court having jurisdiction.

Section 14. CHOICE OF LAW; VENUE; WAIVER OF JURY TRIAL.

This Agreement shall be deemed to have been entered into and consummated in the State of Wisconsin and shall be governed by and construed pursuant to the laws, without regard to the law of conflicts, of the State of Wisconsin. The Dodge County Circuit Court in the State of Wisconsin shall have exclusive jurisdiction and venue over any dispute arising hereunder. To the fullest extent permitted by law, jury trial is waived by all parties hereto.

Section 15. ATTORNEY FEES.

Owner is responsible to Contractor for all any and all fees and costs, including attorneys fees, Contractor may incur in enforcing any term or condition of this Agreement, including, but not limited to, collection of money due Contractor.

Section 16. STATUTE OF LIMITATIONS.

Any applicable statute of limitations with respect to any and all claims between Owner and Contractor, including, but not limited to, any claims for construction defects based in contract, warranty or tort, shall commence to run no later than the date Contractor substantially completes the Work.

Section 17. ASSIGNMENT.

This Agreement, in whole and in part may not be assigned by Owner without obtaining Contractor's prior written consent, which consent may be granted or withheld in Contractor's sole discretion.

Section 18. EXECUTION.

This Agreement may be executed in multiple counterparts and, when all counterparts are assembled together, shall constitute a single, complete, enforceable instrument. Facsimile signatures shall be as binding as original signatures. Each party covenants to exercise good faith in the subsequent circulation of documents bearing original signature(s) following facsimile transmission, but a receiving party shall be entitled to rely on the signed facsimile document.

Section 19. PRIOR UNDERSTANDINGS OR REPRESENTATIONS.

The Contract Documents contain the entire agreement between Owner and Contractor with respect to the subject matter hereof, and supersedes any earlier proposal, quotation, bid, agreement or other representation, whether oral or written, of Subcontractor or Contractor. This Agreement may only be modified by a written instrument executed by both parties hereto.

Section 20. INTERPRETATION.

This Agreement has been reviewed, negotiated and entered into by each party with each having the opportunity to seek the advice of independent counsel. This Agreement shall not be construed against one party or the other based on which party drafted any portion or thereof.

Section 21. SUCCESSORS, SEVERABILITY AND WAIVER.

This Agreement shall be binding upon and inure to the benefit of both parties and their respective heirs, successors and assigns. The partial or complete invalidity of one or more provisions or portions of the Agreement shall not affect the validity or continuing force and effect of any other provision or portion thereof. Contractor's failure, in any one or more instances, to insist upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right granted herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right.

Section 22. LIEN NOTICE.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Section 23. E-COMMERCE TRANSACTIONS.

a. Contractor reserves the right to transmit and receive documents electronically (hereinafter called "Documents") in substitution for conventional paper-based documents. Owner acknowledges that the electronic transmission of Documents can take place through the computer network of a Contractor-designated third party e-Commerce provider ("Provider's Network"). Owner and Contractor further acknowledge that they both want to assure that such transactions are not rendered legally invalid or unenforceable solely by virtue of such transmission or reception.

b. Owner shall contract independently with Contractor's third party e-Commerce provider and shall accept all data elements transmitted by Contractor through such third party's platform. Contractor may change the third-party e-Commerce provider upon fourteen (14) days' prior written notice to Owner. Each party shall, at its own expense, provide and maintain the equipment, software and services necessary to effectively and reliably transmit, receive and store Documents via the designated Provider's Network.

c. Owner shall establish, through the Provider, a unique code that will act as an authenticating signature ("Signature"). Any Signature of such party affixed to or contained in any transmitted Document is sufficient to verify that such Document originated with such party ("Signed Documents"). Neither party will disclose to any unauthorized person the Signatures of the other party. Any Signed Document transmitted through e-Commerce shall constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The parties further agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing and signed by the party to be bound thereby.

d. If a party receives any Document in an unintelligible or garbled form, or a Document that otherwise contains evidence of faulty transmission, the recipient must promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR THE ACTS OR OMISSIONS OF THE THIRD-PARTY E-COMMERCE PROVIDER WHEN SUCH ACTS OR OMISSIONS NEGATIVELY IMPACT EITHER ONE OR MORE E TRANSACTIONS, OR THE TRANSMISSION, RECEPTION, STORAGE OR HANDLING OF DOCUMENTS.

Section 24. ADDITIONAL PROVISIONS.

Any document referenced below is incorporated herein by reference. To the extent a term or provision of a document referenced below, e.g., Contractor's Proposal, conflicts with or is otherwise inconsistent with a term or condition of the other Contract Documents, e.g., the Plans and Specifications, then the referenced document, e.g., Contractor's Proposal, shall control.

- See attached Rider.
- See attached Contractor's Proposal.
- See attached Unit Pricing, Hourly Rates and/or Other Pricing Considerations.

Each person executing this Agreement warrants and represents that he or she is duly authorized to execute this Agreement on behalf of the party for whom he or she has signed, and that he or she has the legal authority to bind the party for whom he or she has signed to all of the terms, conditions and provisions set forth herein.

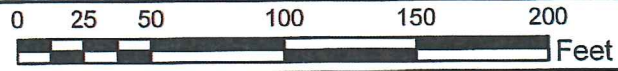
**OWNER:
PRAIRIE VILLAGE WEST CONDOMINIUM**

**CONTRACTOR:
MICHELS CORPORATION**

By: *E. John Field*
Name: E. John Field
Title: President Prairie Village West Condo Association
Date: 5/25/2016

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT - STORM SEWER REPAIR LOCATIONS



Village of Pleasant Prairie
 Department of Public Works



Sheet No.

Prairie Village Storm	
Drawn By:	
Checked by:	Mark D. Eberle, P.E.
Date:	3/21/16

Memorandum of Understanding Agreement
Prairie Village West Addition #1 Condominium Association

EXHIBIT E

ESTIMATE FOR VILLAGE INSPECTION SERVICES

Jean Werbie-Harris

Subject: FW: Prairie Village West-Dedication Project

From: Jesse Houle
Sent: Tuesday, May 24, 2016 9:57 AM
To: Jean Werbie-Harris; 'Mark Eberle'
Cc: John Steinbrink Jr.; Peggy Herrick
Subject: RE: Prairie Village West-Dedication Project

Jean,

I see the estimated costs of \$30K below. All construction staking/layout should be provided by Marks group under the Construction contract. We will perform verification if needed and inspection of public improvements.

I would estimate \$3000 for inspections (10% of construction). This is an estimate only and we too will try to hold costs to a minimum as we perform our work.

Thanks

Jesse Houle, P.E.
Construction Engineer
Village of Pleasant Prairie
8600 Green Bay Road
Pleasant Prairie, WI 53158
Phone: 262-948-8945
Fax : 262-694-2941
E-mail: jhoule@plprairiewi.com
Village website: www.pleasantprairieonline.com

ORDINANCE # 16-32

ORDINANCE TO AMEND A PLANNED UNIT DEVELOPMENT PURSUANT TO SECTION 420-137 OF THE VILLAGE ZONING ORDINANCE FOR THE PRAIRIE VILLAGE WEST ADDITION #1 IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the following Planned Unit Development (PUD) Ordinance is hereby amended for Prairie Village West Addition #1 (Chapter 420 Attachment 3 Appendix C Specific Development Plan # 4) to read as follows:

4. Prairie Village West Addition # 1 Planned Unit Development (PUD)

- a. It is the intent that the Prairie Village West Addition # 1 Condominium Development, on the property as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan. The Development would not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural design, landscaping, lighting and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability and not adversely affect the property values of the surrounding neighborhood.
- b. Legal Description: The properties are collectively known as building numbers 1 through 36 and the associated common area within Prairie Village West Addition # 1 Condominium located in U.S. Public Land Survey Section 14, Township 1 North, Range 22 East in the Village of Pleasant Prairie ~~as shown on Exhibit 1~~ and CSM # _____ as recorded at the Kenosha County Register of Deeds Office herein after referred to as the "DEVELOPMENT".
- c. Requirements within the DEVELOPMENT:
 - i. The DEVELOPMENT shall be in compliance with all Federal, State, County and Village ordinances and regulations except as expressly modified in Section c iv b below.
 - ii. The DEVELOPMENT shall be in compliance with the Declaration of Condominium for the Prairie Village West Addition # 1 Condominium, as may be amended, and as recorded at the Kenosha County Register of Deeds Office.
 - iii. The DEVELOPMENT shall be in compliance with the Village approved Final Plat for the Prairie Village West Addition # 1 Condominium as recorded as Document #1259502 at the Kenosha County Register of Deeds Office, CSM # _____ as recorded at the Kenosha County Register of Deeds Office as Document # _____, the 10 foot wide Fire Hydrant, Snow Storage, Street Tree , Access and Maintenance Easement Agreement as recorded at the Kenosha County Register of Deeds Office as Document # _____.
 - iv. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT include:
 - (1) Section 420-115B(1)(a) shall be amended to allow for 55 condominium units consisting of five single unit buildings, 19

two unit buildings, and four three unit buildings to be constructed within the DEVELOPMENT.

- (2) Section 420-115 B(2)(a) shall be amended to read "No detached private garages shall be constructed within the DEVELOPMENT";
- (3) Section 420-115B(2)(b) shall be amended to read "Two gardening, tool or storage sheds that does not exceed 200 square feet may be constructed within the DEVELOPMENT provided that the detached structure is constructed of the similar materials and design of the principal structures and all applicable setbacks are met";
- (4) Section 420-115B(2)(e) shall be amended to read "No fences shall be allowed within the DEVELOPMENT";
- (5) Section 420-115B(2)(f) shall be amended to read: "Decks and porches may be located within a side or rear yard provided that the deck/porch meets the following minimum setback requirements:
 - (a) 20 foot setback from all side and rear property lines;
 - (b) 20 foot setback between buildings; and
 - (c) all wetland and shoreland setbacks as specified in subsection 7 (d) and (e).
- (6) Section 420-115 F entitled "Design Standards" shall be amended as follows:
 - (a) The buildings shall be in compliance with the approved Site and Operational Plans as conditionally approved by the Village Plan Commission on January 14, 2002 and that no exterior building modifications (excluding general building maintenance) shall be made to the exterior of the building without approval of the Village Plan Commission and amendment of aforementioned Site and Operational Plans.
 - (b) No building or parts of a building shall exceed 35 feet in height.
 - (c) The minimum floor area of each condominium unit excluding garages, decks, porches and basements shall be a minimum of 1,200 square feet.
 - (d) Placement of each structure shall provide for proper drainage away from the foundation and shall accommodate drainage on and through the existing property by not negatively affecting the existing drainage patterns or the capabilities of draining the abutting properties.
 - (e) The main roof of the structure shall have a minimum roof pitch of 6:12 and the eaves on the main roof shall

extend beyond the nearest vertical wall a minimum of one foot.

- (f) Permitted roof surface for all structures shall be an architectural single.
 - (g) Permitted exterior materials and colors for all structures includes: a minimum of 22% of Swansboro regent brick and Cedar siding stained with Cabot Finish Stain color taupe, window and door trim is Cedar stained with Cabot Finish Stain color beige gray, the decks shall be stained with Cabot Finish Stain color natural and all garage doors shall be cream. The exterior siding shall extend to the top of the foundation and be within six inches above the final grade.
 - (h) The buildings shall be located as shown on the Final Condominium Plat as recorded at the Kenosha County Register of Deeds Office.
 - (i) Overhead garage doors may face directly toward Prairie Village Drive, a public right-of-way.
 - (j) All exterior additions or alterations shall be constructed of the same or complementary colors and materials and the same architectural style of the principal structure as approved by the Village.
 - (k) A minimum of 60% of the properties shall remain as open space.
 - (l) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified residential development. All of the building exteriors shall be maintained and the siding and trim shall be painted with the approved colors as stated above upon signs of weathering or upon written notice of the Village if the Village determines that upon weathering the Association failed to re-paint/re-stain.
- (7) Section 420-115 G entitled "Setbacks" shall be amended as follows Setbacks:
- (a) Streetyard setbacks shall not be less than 30 feet as measured from the structure to Prairie Village Drive, a public road right-of-way of; not less than ~~25~~ 19 feet as measured from the structure to ~~the back of curb of the 42nd Court and 91st Place~~ dedicated public rights-of way, ~~a private road.~~
 - (b) Sideyard setbacks shall not be less than 30 feet as measured from the structure to the side property line and 20 feet between structures.

- (c) Rearyard setbacks shall not be less than 30 feet as measured from the structure to the rear property line.
 - (d) Wetland setback shall not be less than 25 feet as measured from the structure to the field delineated wetlands.
 - (e) Shoreyard setback shall not be less than 75 feet as measured from the structure to the ordinary high water mark of the navigable waterway on the northwest corner of the DEVELOPMENT.
- (8) No additional land divisions shall be allowed within the DEVELOPMENT, unless approved by the Village;
- d. Amendments
- i. The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 12.02-11 of the Zoning Ordinance.
 - ii. A complete application for an amendment to this PUD shall be filed by the owner(s) of said property(ies).

Adopted this 3rd day of October, 2016.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski, CMC
Village Clerk

Posted: _____

32-Pr Village west Add 1 PUD Amendment
CODE1608-003



Filed _____ 20__ Published _____ 20__
 Public Hearing _____ 20__
 Fee Paid _____ 20__ Approved _____ 20__
 Notices Mailed _____ 20__ Denied _____ 20__

Land Division & Development Control Ordinance

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
~~ZONING ORDINANCE~~ - VARIANCE PETITION APPLICATION**

To: Village ~~Zoning~~ Board of ~~Appeals~~:

I (We) hereby **request a variance** from Section(s) 395 - 60 A of the Village ~~Zoning~~ **Land** Ordinance to: See Attached Letter **Division**
 (specifically describe the dimensional variance requested)

on the property located at Prairie Village Dr. & 91st Pl. and legally described as: Prairie Village West Addition No. 1 Condominium

Tax Parcel Numbers: 92-4-122-0444 to 0498

I (We) have attached a written statement that explains the following information:

1. Explain the special site conditions on the property that requires the requested variance and explain how these conditions restrict the property so that in the absent of the variance there is no reasonable use of the property.
2. Explain the unnecessary hardships or practical difficulties that would result on the property if the variance is not granted.

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

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

PROPERTY OWNER:

Print Name: Prairie Village West Condominium- Association
 Signature: John Field 8/15/2016
 Address: 9191 41st Avenue
Kenosha, WI 53142
 (City) (State) (Zip)
 Phone: (262) 694-5053
 Fax: N/A
 Date August 15, 2016

OWNER'S AGENT:

Print Name: Nielsen Madsen + Barber
 Signature: [Handwritten Signature]
 Address: 1458 Horizon Blvd., STE 200
Racine, WI 53406
 (City) (State) (Zip)
 Phone: (262) 634-5588
 Fax: (262) 634-5024
 Date: August 15, 2016



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

August 19, 2016

Ms. Jean Werbie - Harris
Community Development Director
Village of Pleasant Prairie
9915 – 39th Avenue
Pleasant Prairie, WI 53158

RE: Prairie Village West Condominium
Planned Unit Development Overlay & Zoning
Ordinance Variance Request
File No. 2015.0126.01

Dear Jean:

E. John Field, President of Prairie Village West Condominium Association, Inc. is hereby requesting the following:

- 1) An amendment to the current Planned Unit Development (PUD) overlay for the development to accommodate the proposed conversion of the private roadways within the site (91st Place and 42nd Court) from “privately-owned infrastructure” to “public right-of-ways”. Specifically, they are requesting the following “dimensional variances” from the Village of Pleasant Prairie Code of Ordinances:
 - a. Chapter 420-115 (G) “Setbacks” to allow a nineteen foot (19’) Streetyard setback measured from the building foundation wall to the back of curb within 91st Place and 42nd Court (dedicated public right-of-ways).

- 2) A variance from the Village’s Land Division and Development Control Ordinances to allow for sub-standard right-of-way widths for the newly dedicated (existing) public streets.
 - a. Specifically, they are requesting a variance from Section 395-60 (A) to allow for a 40’ wide right-of-way (in lieu of the 60’ minimum required) to ensure that the above-referenced roadway dedication(s) are not in conflict with State Statute 236.13 (2). Due to the existing conditions at the site and the fact that the development is a “condominium”, originally designed with private roadways and building setbacks from the back of curb in lieu of the right-of-way line, a right-of-



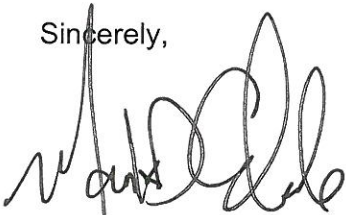
Ms. Jean Werbie - Harris
Prairie Village West Condominium
Planned Unit Development Overlay & Zoning
Ordinance Variance Request
August 19, 2016
Page 2

way, 40' feet in width, is all that can be accommodated at this site. This new right-of-way, in conjunction with the proposed 10' wide fire hydrant, snow storage, street tree access and maintenance easement (attached) will act as a 60' wide right-of-way per state statute.

Both requests are being made as part of the ongoing effort to transition the two private roadways within the condominium to publicly owned infrastructure.

If you have any questions or comments, please contact me at your earliest convenience.

Sincerely,



Mark D. Eberle, P.E.

Enclosures

File: G:/2015 Docs/2015.0126.01/Permit Applications/VPP PUD Request (8-19-16)

MADRIGRANO, AIELLO & SANTARELLI, LLC

Attorneys at Law

1108 56th Street, Kenosha, WI 53140

Phone: 262-657-2000 Fax: 262-657-2018

Website: kenoshalaw.com

Joseph F. Madrigrano, Jr.
Thomas P. Aiello, also licensed in IL
Thomas M. Santarelli, also licensed in MN
Nicholas J. Infusino

August 26, 2016

VIA EMAIL AND HAND DELIVERY

Village of Pleasant Prairie
Ms. Jean Werbie-Harris
9915 39th Avenue
Pleasant Prairie, WI 53158

Re: The Dedication of 91st Place and 42nd Court Private Roadways and Storm Sewer to the Village of Pleasant Prairie
Our Client: Prairie Village West Condominium Association, Inc.

Dear Ms. Werbie-Harris:

This letter is sent in response to the Staff Memorandum dated May 12, 2016 ("Staff Memo") and accompanies the proposed Removal of Lands from Condominium and Petition to Vacate and Release Easements sent contemporaneously. The Staff Memo requested a letter explaining the Removal Instrument and the Vacation of Easements.

Removal Instrument

The Unit Owners of Prairie Village West Condominium Association, Inc. ("PVWCA") have consented to the removal of 91st Place and 42nd Court from the Association to the Village. The Removal Instrument is required pursuant to Ch. 703 and must be recorded to remove the roads affected from the Association; thereby transferring ownership to the Village. Recording the Removal Instrument clears the chain of title and effectively takes the land out of the Condominium Property and transfers the land to the Village.

Vacation of Easements

The Petition to Vacate and Release Easements is required because the Village, under the current easements, has access rights to portions of the Condominium Property. However, when the private roads become public roads, the easements are no longer needed since the Village obtains an ownership interest in the lands. Because the real property affected by the easements are proposed to be dedicated to the Village, the easements are superfluous. Recording the Vacation of Easement document clears the chain of title to the real property.

Ms. Werbie-Harris
August 26, 2016
Page 2 of 2

10' Wide Fire Hydrant, Snow Storage, Street Tree, Access And Mainenance Easement Agreement

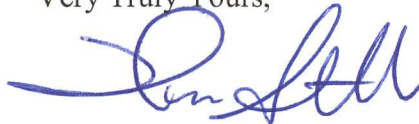
I have also been asked to prepare an Easement Agreement as I'm told that the easement cannot be recorded via the CSM. I've attached a draft of the easement for your review and consideration. Once the Easement language is agreed, Mr. Field, President of PVWCA, will execute the Easement for recording purposes.

After the Village reviews the draft documents submitted herewith, and if the draft documents are acceptable to the Village, the Village Board will have to consider the draft documents, vote, and if acceptable, execute the Release of Easement document. The Association will record the Removal Instrument and the Release of Easement with the Kenosha County Register of Deeds.

If you or anyone at the Village has any questions about the documents submitted for consideration, I am available to answer any questions and will make myself available to meet as required.

Thank you.

Very Truly Yours,



Thomas M. Santarelli
Attorney at Law

cc: PVWCA Board of Directors

Document No.

**REMOVAL OF LANDS
FROM CONDOMINIUM**

PRAIRIE VILLAGE WEST
ADDITION NO. 1 CONDOMINIUM

Return to:
Thomas M. Santarelli
1108 56th Street
Kenosha, WI 53140

92-4-122-144-0444 through
92-4-122-144-0498

Parcel Number

REMOVAL OF LANDS FROM CONDOMINIUM

THIS document is made and entered into this ____ day of _____, 2016, by Prairie Village West Condominium Association, Inc., a Wisconsin Non-Stock Corporation and all Unit Owners in Prairie Village West Condominium Association, Inc.

ARTICLE I

REMOVAL OF LANDS

The Property described in Exhibit A attached hereto is hereby removed from Prairie Village West Addition No. 1 Condominium and condominium form of ownership as provided in Wis. Stat. §703.28 and Chapter 703 of the Wisconsin Statutes. The lands not removed by this Removal Instrument, remain in Prairie Village West Addition No. 1 Condominium and remain a part of Prairie Village West Condominium Association, Inc.

ARTICLE II

EFFECT OF REMOVAL

As a consequence of the removal of the Property from the condominium form of ownership, the Property is no longer subject to the terms and conditions of the Declaration of Prairie Village West Condominium Association, Inc. and Prairie Village West Addition No. 1 Condominium, or any other related Condominium Documents, and the Property shall be owned in common by all of the Unit Owners with each Unit owning an equal percentage interest of the remaining lands of Prairie Village West Condominium Association, Inc. and Prairie Village West Addition No. 1.

Dated: this _____ day of _____, 2016.

PRAIRIE VILLAGE WEST CONDOMINIUM
ASSOCIATION, INC.

By: E. John Field
E. John Field, Board President

STATE OF WISCONSIN)
SS
COUNTY OF KENOSHA)

Personally came before me this 25th day of August, 2016, the above-named E. John Field, President of Prairie Village West Condominium Association, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such President of Prairie Village West Condominium Association, Inc. and acknowledged that he executed the foregoing instrument as such officer as the deed of Prairie Village West Condominium Association, Inc..

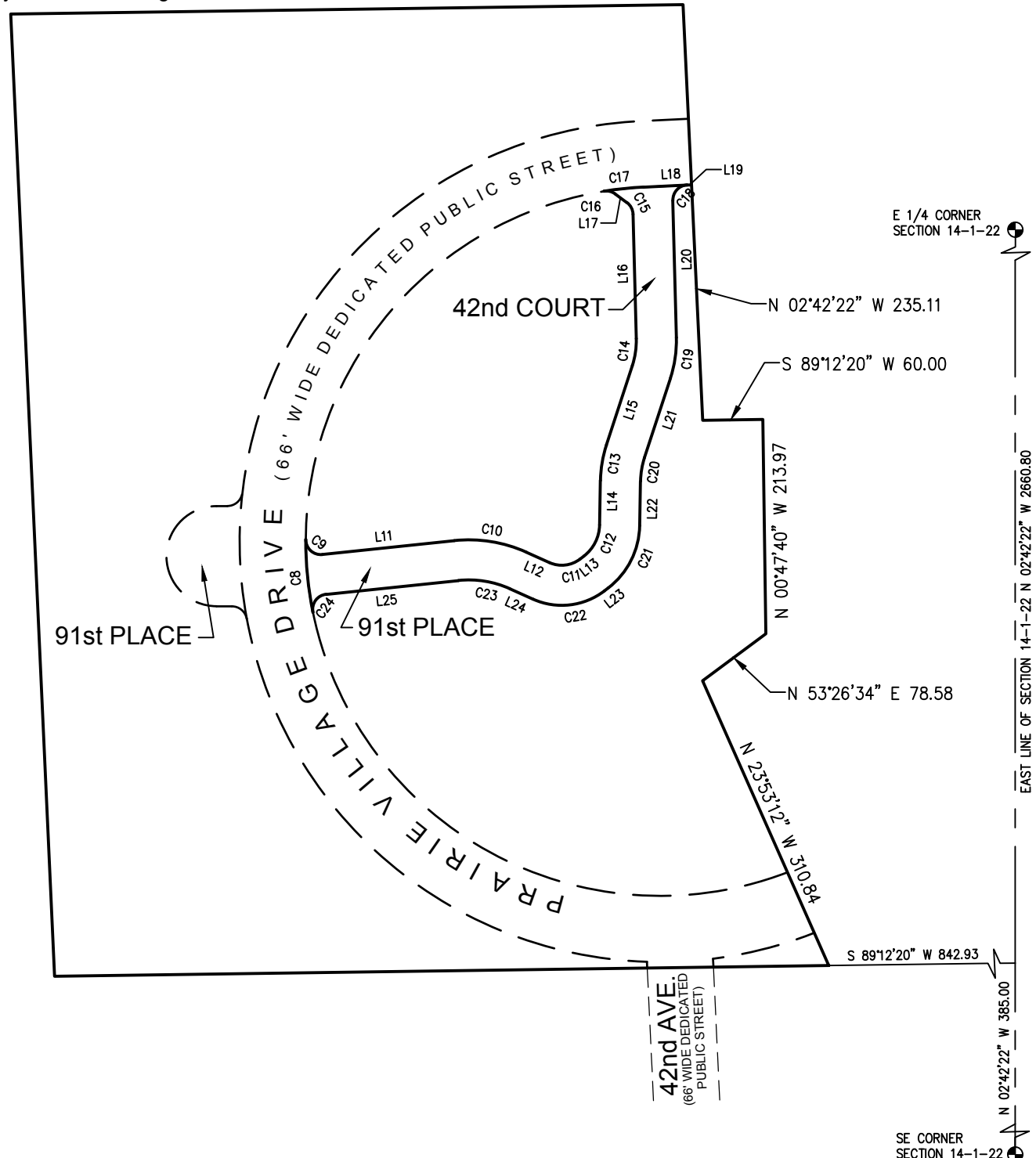
Thomas M. Santarelli
Thomas M. Santarelli
Notary Public, State of Wisconsin
My commission: is permt

This document was drafted by:

Thomas M. Santarelli
Madrigrano, Aiello & Santarelli, LLC
1108 56th Street
Kenosha, WI 53140

LANDS TO BE REMOVED FROM PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM

That part of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin which is bounded and described as follows: Commencing at the Southeast corner of said Section 14; thence N02°42'22"W along the East Line of said Southeast 1/4 of Section 14, 385.00 feet; thence S89°12'20"W 842.93 feet; thence N23°53'12"W 310.84 feet; thence N53°26'34"E 78.58 feet; thence N00°47'40"W 213.97 feet; thence S89°12'20"W 60.00 feet; thence N02°42'22"W 235.11 feet to the Southerly right-of-way of Prairie Village Drive; thence S87°17'38"W 4.57 feet along said right-of-way to the point of beginning of this description and the point of curvature of a curve of Northwesterly convexity whose radius is 15.00 feet and whose chord bears S42°52'48"W 21.00 feet; thence Southerly 23.26 feet along the arc of said curve; thence S01°32'03"E 136.83 feet to the point of curvature of a curve of Easterly convexity whose radius is 120.00 feet and whose chord bears S08°18'20"W 41.01 feet; thence Southerly 41.22 feet along the arc of said curve; thence S18°08'44"W 83.34 feet to the point of curvature of a curve of Westerly convexity whose radius is 80.00 feet and whose chord bears S09°33'08"W 23.91 feet; thence Southerly 24.00 feet along the arc of said curve; thence S00°57'32"W 44.26 feet to the point of curvature of a curve of Southeasterly convexity whose radius is 80.00 feet and whose chord bears S26°45'25"W 69.63 feet; thence Southerly 72.04 feet along the arc of said curve; thence S52°33'18"W 4.92 feet to the point of curvature of a curve of Southerly convexity whose radius is 70.00 feet and whose chord bears S83°21'41"W 71.70 feet; thence Westerly 75.27 feet along the arc of said curve; thence N65°49'56"W 25.29 feet to the point of curvature of a curve of Northerly convexity whose radius is 100.00 feet and whose chord bears N80°54'01"W 51.99 feet; thence Westerly 52.60 feet along the arc of said curve; thence S84°01'54"W 132.80 feet to the point of curvature of a curve of Northwesterly convexity whose radius is 15.00 feet and whose chord bears S36°14'09"W 22.22 feet; thence Southerly 25.03 feet along the arc of said curve to the Easterly right-of-way of Prairie Village Drive and a point on a curve of Westerly convexity whose radius is 353.82 feet and whose chord bears N05°37'51"W 73.10 feet; thence Northerly 73.23 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southwesterly convexity whose radius is 15.00 feet and whose chord bears S47°50'06"E 22.34 feet; thence Easterly 25.20 feet along the arc of said curve; thence N84°01'54"E 132.38 feet to the point of curvature of a curve of Northerly convexity whose radius is 140.00 feet and whose chord bears S80°54'01"E 72.79 feet; thence Easterly 73.64 feet along the arc of said curve; thence S65°49'56"E 25.29 feet to the point of curvature of a curve of Southerly convexity whose radius is 30.00 feet and whose chord bears N83°21'41"E 30.73 feet; thence Easterly 32.26 feet along the arc of said curve; thence N52°33'18"E 4.92 feet to the point of curvature of a curve of Southeasterly convexity whose radius is 40.00 feet and whose chord bears N26°45'25"E 34.82 feet; thence Northerly 36.02 feet along the arc of said curve; thence N00°57'32"E 44.26 feet to the point of curvature of a curve of Westerly convexity whose radius is 120.00 feet and whose chord bears N09°33'08"E 35.86 feet; thence Northerly 36.00 feet along the arc of said curve; thence N18°08'44"E 83.34 feet to the point of curvature of a curve of Easterly convexity whose radius is 80.00 feet and whose chord bears N08°18'20"E 27.34 feet; thence Northerly 27.48 feet along the arc of said curve; thence N01°32'03"W 124.16 feet to the point of curvature of a curve of Northeasterly convexity whose radius is 15.00 feet and whose chord bears N27°39'46"W 13.21 feet; thence Northwesterly 13.68 feet along the arc of said curve; thence N53°47'29"W 14.47 feet to the point of curvature of a curve of Northeasterly convexity whose radius is 15.00 feet and whose chord bears N76°28'34"W 11.57 feet; thence Northwesterly 11.88 feet along the arc of said curve to the Southerly right-of-way of Prairie Village Drive and a point on a curve of Northerly convexity whose radius is 353.82 feet and whose chord bears N84°03'27"E 39.73 feet; thence Easterly 39.75 feet along the arc of said curve and said right-of-way; thence N87°17'38"E 43.52 feet along said right-of-way to the point of beginning. Containing 0.646 acres.



Line Table		
Line #	Length	Direction
L11	132.38	N84° 01' 54"E
L12	25.29	S65° 49' 56"E
L13	4.92	N52° 33' 18"E
L14	44.26	N00° 57' 32"E
L15	83.34	N18° 08' 44"E
L16	124.16	N01° 32' 03"W
L17	14.47	N53° 47' 29"W
L18	43.52	N87° 17' 38"E
L19	4.57	S87° 17' 38"W
L20	136.83	S01° 32' 03"E
L21	83.34	S18° 08' 44"W
L22	44.26	S00° 57' 32"W
L23	4.92	S52° 33' 18"W
L24	25.29	N65° 49' 56"W
L25	132.80	S84° 01' 54"W

Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C8	11°51'31"	353.82	73.23	36.75	N05° 37' 51"W	73.10	N00°17'55"E N11°33'37"W
C9	96°16'01"	15.00	25.20	16.74	S47° 50' 06"E	22.34	N84°01'54"E S00°17'55"W
C10	30°08'10"	140.00	73.64	37.69	S80° 54' 01"E	72.79	S65°49'56"E N84°01'54"E
C11	61°36'47"	30.00	32.26	17.89	N83° 21' 41"E	30.73	N52°33'18"E S65°49'56"E
C12	51°35'46"	40.00	36.02	19.34	N26° 45' 25"E	34.82	N00°57'32"E N52°33'18"E
C13	17°11'12"	120.00	36.00	18.13	N09° 33' 08"E	35.86	N18°08'44"E N00°57'32"E
C14	19°40'46"	80.00	27.48	13.88	N08° 18' 20"E	27.34	N01°32'03"W N18°08'44"E
C15	52°15'27"	15.00	13.68	7.36	N27° 39' 46"W	13.21	N53°47'29"W N01°32'03"W
C16	45°22'10"	15.00	11.88	6.27	N76° 28' 34"W	11.57	S80°50'20"W N53°47'29"W
C17	6°26'14"	353.82	39.75	19.90	N84° 03' 27"E	39.73	N87°16'34"E N80°50'20"E
C18	88°49'41"	15.00	23.26	14.70	S42° 52' 48"W	21.00	S87°17'38"W S01°32'03"E
C19	19°40'46"	120.00	41.22	20.81	S08° 18' 20"W	41.01	S01°32'03"E S18°08'44"W
C20	17°11'12"	80.00	24.00	12.09	S09° 33' 08"W	23.91	S18°08'44"W S00°57'32"W
C21	51°35'46"	80.00	72.04	38.67	S26° 45' 25"W	69.63	S00°57'32"W S52°33'18"W
C22	61°36'47"	70.00	75.27	41.74	S83° 21' 41"W	71.70	S52°33'18"W N65°49'56"W
C23	30°08'10"	100.00	52.60	26.92	N80° 54' 01"W	51.99	N65°49'56"W S84°01'54"W
C24	95°35'30"	15.00	25.03	16.54	S36° 14' 09"W	22.22	S84°01'54"W S11°33'37"E



Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbssc.net

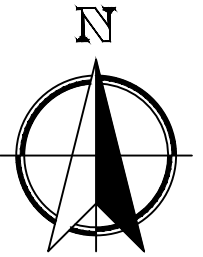
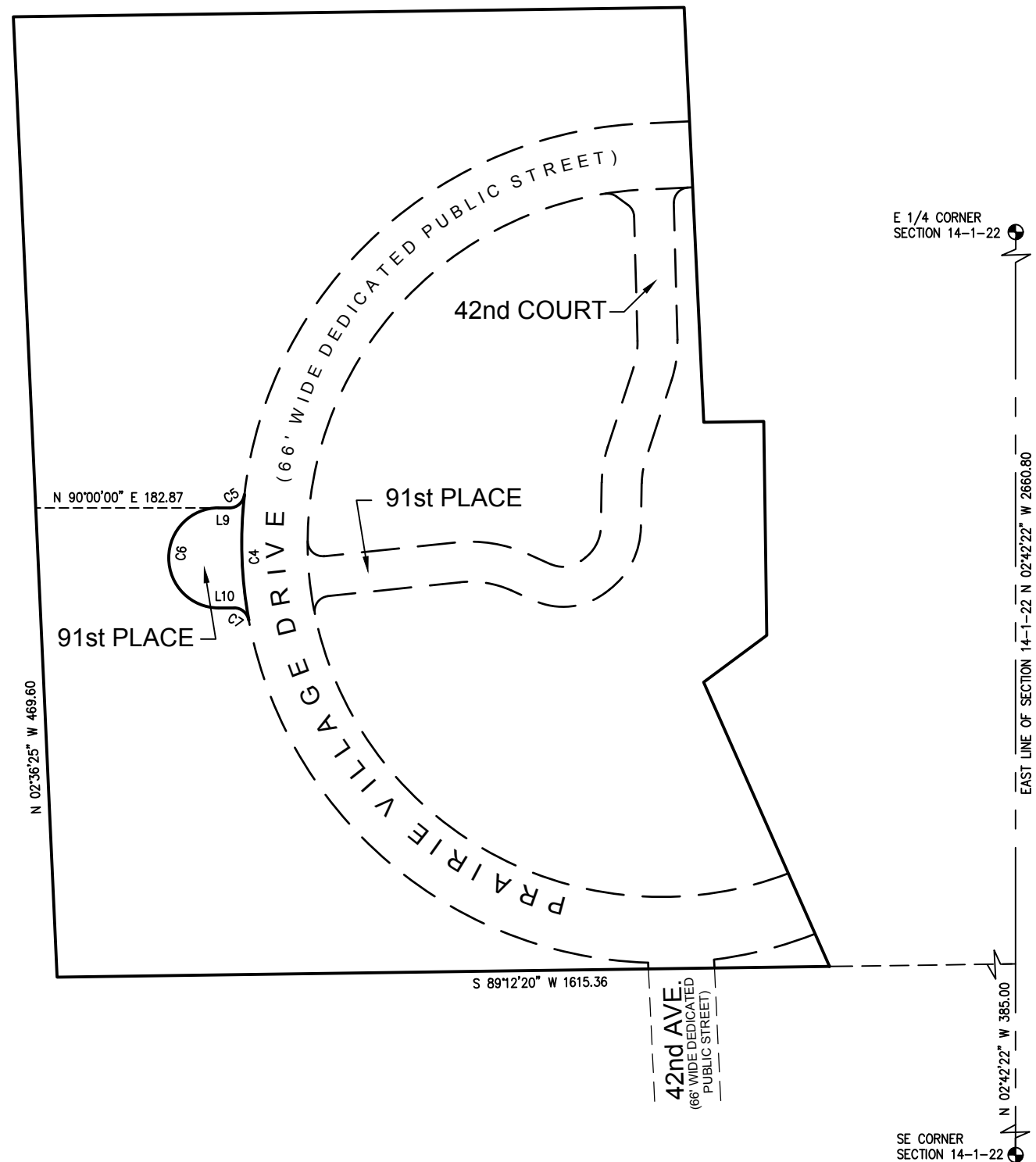
Scale: 1" = 150'
 Drawn By: SCB
 DATE: 6-3-2016
 2015.0126.01
 Removal Instrument Exhibit #1
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
 Pleasant Prairie, Wisconsin

LANDS TO BE REMOVED FROM PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM

That part of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin which is bounded and described as follows: Commencing at the Southeast corner of said Section 14; thence N02°42'22"W along the East Line of said Southeast 1/4 of Section 14, 385.00 feet; thence S89°12'20"W 1615.36 feet; thence N02°36'25"W 469.60 feet; thence N90°00'00"E 182.87 feet to the point of beginning of this description; continue thence N90°00'00"E 10.89 feet the point of curvature of a curve of Southeasterly convexity whose radius is 15.00 feet and whose chord bears N48°18'32"E 19.95 feet; thence Northeasterly 21.83 feet along the arc of said curve to the Westerly right-of-way of Prairie Village Drive and a point on a curve of Westerly convexity whose radius is 419.82 feet and whose chord bears S01°59'04"E 125.59 feet; thence Southerly 126.06 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Northeasterly convexity whose radius is 15.00 feet and whose chord bears N50°17'36"W 19.17 feet; thence Northwesterly 20.79 feet along the arc of said curve; thence N90°00'00"W 15.39 feet to the point of curvature of a curve of Westerly convexity whose radius is 50.00 feet and whose chord bears N00°00'00"E 100.00 feet; thence Northerly 157.08 feet along the arc of said curve to the point of beginning. Containing 0.147 acres.

Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C4	17°12'17"	419.82	126.06	63.51	S01° 59' 04"E	125.59	S06°37'05"W S10°35'12"E
C5	83°22'55"	15.00	21.83	13.36	N48° 18' 32"E	19.95	N90°00'00"E N06°37'05"E
C6	180°00'00"	50.00	157.08	INFINITY	N00° 00' 00"E	100.00	N90°00'00"E N90°00'00"W
C7	79°24'48"	15.00	20.79	12.46	N50° 17' 36"W	19.17	N10°35'12"W N90°00'00"W

Line Table		
Line #	Length	Direction
L9	10.89	N90° 00' 00"E
L10	15.39	N90° 00' 00"W



Scale: 1" = 150'
 Drawn By: SCB
 DATE: 6-3-2016
 2015.0126.01

Removal Instrument Exhibit #2
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
 Pleasant Prairie, Wisconsin



Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

PETITION TO VACATE AND RELEASE EASEMENTS

Application is hereby made to the Village of Pleasant Prairie, Kenosha County, Wisconsin requesting the vacation and release of certain easements along 42nd Court and 91st Place within Prairie Village West Condominiums and the Village of Pleasant Prairie.

PETITIONER: Prairie Village West Condominium Association, Inc.
9191 41st Ave.
Kenosha, WI 53142
Phone: (262) 694-5053
Email: jfield1940@gmail.com

ATTORNEY FOR PETITIONER: Thomas M. Santarelli, Madrigrano, Aiello & Santarelli, LLC
1108 56th Street
Kenosha, WI 53140
Phone: (262) 657-2000
Fax: (262) 654-0620
Email: ts@kenoshalaw.com

SUBJECT PROPERTY: 42nd Court and 91st Place in Prairie Village West Condominiums, Prairie Village West Addition No. 1.

REASONS FOR REQUEST TO VACATE AND RELEASE EASEMENTS:

1. That Prairie Village West Condominium Association, Inc. (“Prairie Village West”) wishes to dedicate 91st Place and 42nd Court to the Village of Pleasant Prairie. A true and accurate copy of said Subdivision Plat is attached hereto as Exhibit A.
2. That the dedication of 42nd Court and 91st Place to the Village of Pleasant Prairie transfers 42nd Court and 91st Place from a private road owned by Prairie Village West to a public road owned and maintained by the Village of Pleasant Prairie.
3. That as part of the dedication, the current easements from Prairie Village West to the Village of Pleasant Prairie, are no longer necessary and require vacation and release.
4. That the easements must be released and vacated as a result of 42nd Court and 91st Place being dedicated to the Village of Pleasant Prairie and by becoming a public road, the easements listed herein are no longer needed.

5. Prairie Village West requests the Village of Pleasant Prairie to vacate and release all right, title and interest which it may have in the current easements pursuant to Wis. Stat. §236.293.

REQUEST FOR VACATION AND RELEASE OF EASEMENTS:

1. Vacation of the dedicated thirty foot (30') wide sanitary sewer, water main, access and maintenance easement. A true and correct copy of the easement to be vacated is attached hereto as Exhibit 1.

2. Vacation of the dedicated twenty foot (20') wide storm water management, access and maintenance easement. A true and correct copy of the easement to be vacated is attached hereto as Exhibit 2.

3. Vacation of the dedicated twenty foot (20') wide water main, access and maintenance easement. A true and correct copy of the easement to be vacated is attached hereto as Exhibit 3.

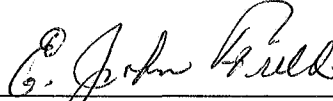
4. Vacation of the dedicated twenty foot (20') storm water management, access and maintenance easement. A true and correct copy of the easement to be vacated is attached hereto as Exhibit 4.

5. Vacation of the dedicated twenty foot (20') wide sanitary sewer, access and maintenance easement. A true and correct copy of the easement to be vacated is attached hereto as Exhibit 5.

The Petitioner, having been duly sworn, deposes and says that it has read the foregoing application and attachments thereto, knows the contents thereof, and the matters set forth therein are true and correct.

DATED: 8/25/16

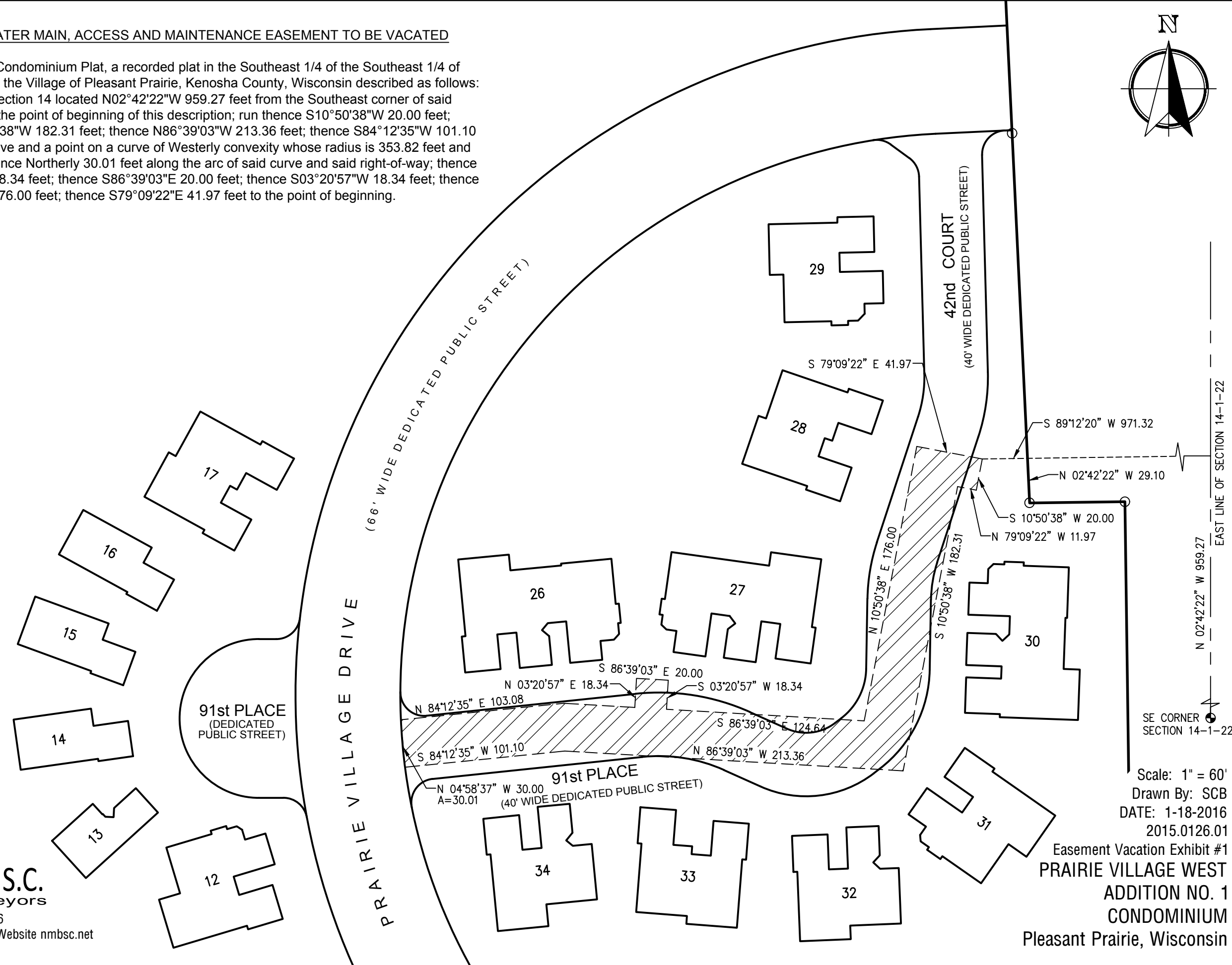
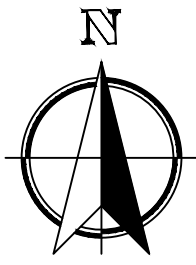
**PRAIRIE VILLAGE WEST
CONDOMINIUM ASSOCIATION, INC.**



Prairie Village West
By: E. John Field, President

DEDICATED 30' WIDE SANITARY SEWER, WATER MAIN, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 959.27 feet from the Southeast corner of said Section 14; thence S89°12'20"W 971.32 feet to the point of beginning of this description; run thence S10°50'38"W 20.00 feet; thence N79°09'22"W 11.97 feet; thence S10°50'38"W 182.31 feet; thence N86°39'03"W 213.36 feet; thence S84°12'35"W 101.10 feet to the East right-of-way of Prairie Village Drive and a point on a curve of Westerly convexity whose radius is 353.82 feet and whose chord bears N04°58'37"W 30.00 feet; thence Northerly 30.01 feet along the arc of said curve and said right-of-way; thence N84°12'35"E 103.08 feet; thence N03°20'57"E 18.34 feet; thence S86°39'03"E 20.00 feet; thence S03°20'57"W 18.34 feet; thence S86°39'03"E 124.64 feet; thence N10°50'38"E 176.00 feet; thence S79°09'22"E 41.97 feet to the point of beginning. Containing 0.353 acres.

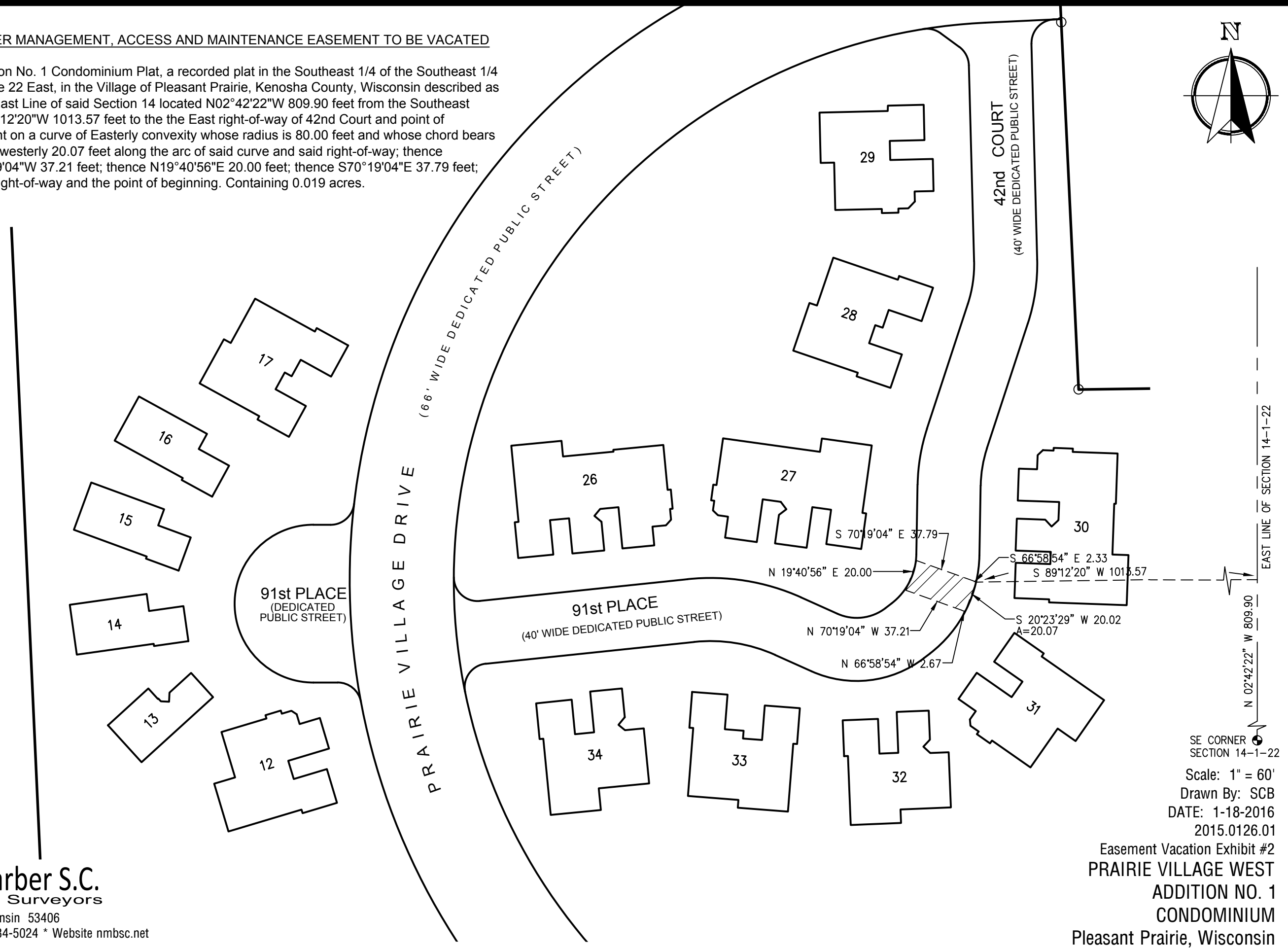
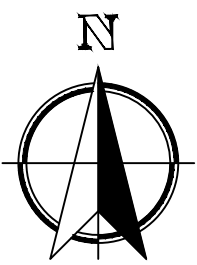


Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

Scale: 1" = 60'
 Drawn By: SCB
 DATE: 1-18-2016
 2015.0126.01
 Easement Vacation Exhibit #1
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
 Pleasant Prairie, Wisconsin

DEDICATED 20' WIDE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 809.90 feet from the Southeast corner of said Section 14; thence S89°12'20"W 1013.57 feet to the the East right-of-way of 42nd Court and point of beginning of this description and a point on a curve of Easterly convexity whose radius is 80.00 feet and whose chord bears S20°23'29"W 20.02 feet; thence Southwesterly 20.07 feet along the arc of said curve and said right-of-way; thence N66°58'54"W 2.67 feet; thence N70°19'04"W 37.21 feet; thence N19°40'56"E 20.00 feet; thence S70°19'04"E 37.79 feet; thence S66°58'54"E 2.33 feet to said right-of-way and the point of beginning. Containing 0.019 acres.

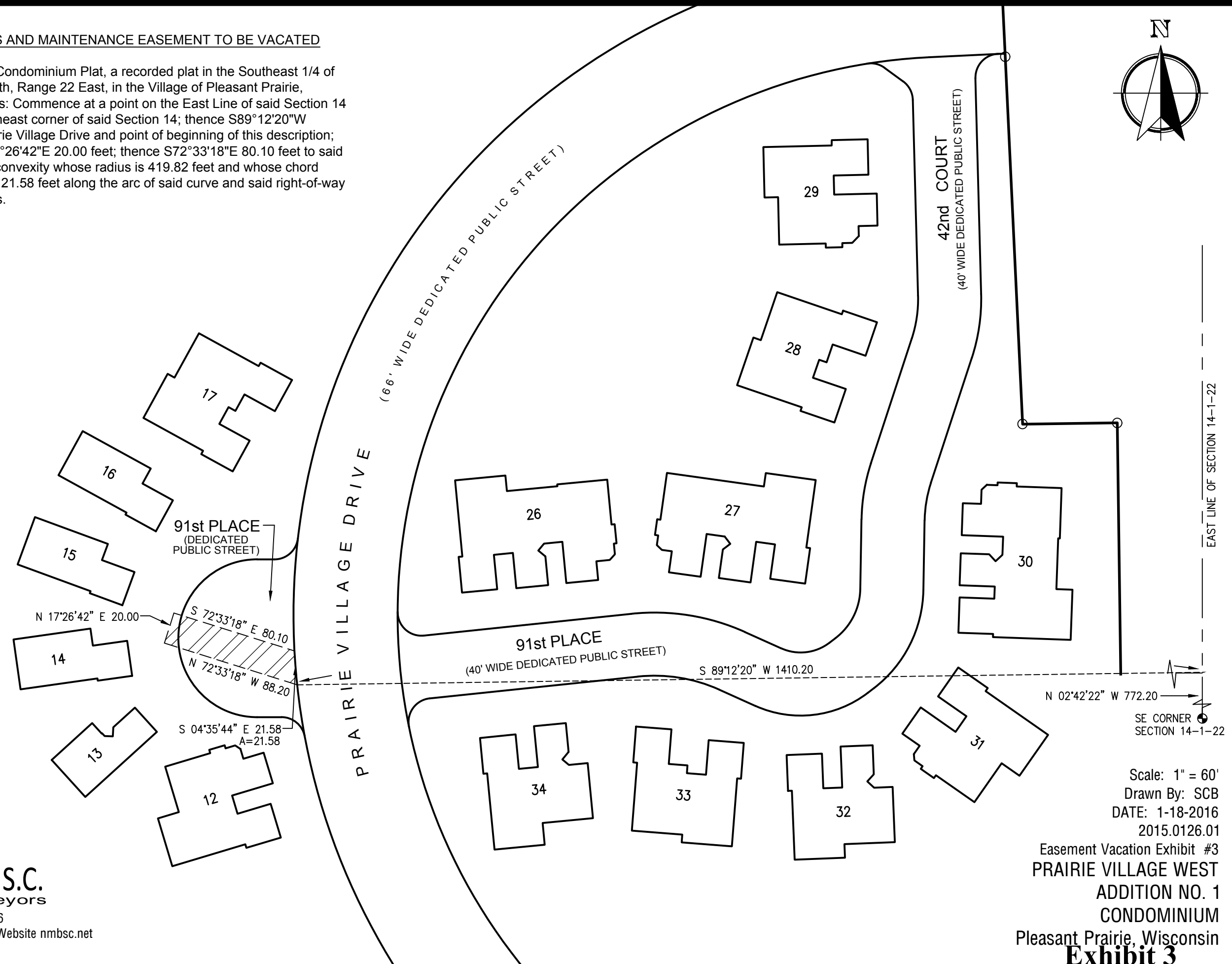
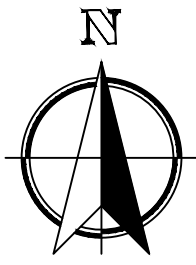


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SE CORNER SECTION 14-1-22
 Scale: 1" = 60'
 Drawn By: SCB
 DATE: 1-18-2016
 2015.0126.01
 Easement Vacation Exhibit #2
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
 Pleasant Prairie, Wisconsin

DEDICATED 20' WIDE WATER MAIN, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 772.20 feet from the Southeast corner of said Section 14; thence S89°12'20"W 1410.20 feet to the the West right-of-way of Prairie Village Drive and point of beginning of this description; run thence N72°33'18"W 88.20 feet; thence N17°26'42"E 20.00 feet; thence S72°33'18"E 80.10 feet to said right-of-way and a point on a curve of Westerly convexity whose radius is 419.82 feet and whose chord bears S04°35'44"E 21.58 feet; thence Southerly 21.58 feet along the arc of said curve and said right-of-way to the point of beginning. Containing 0.039 acres.



EAST LINE OF SECTION 14-1-22

SE CORNER SECTION 14-1-22



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

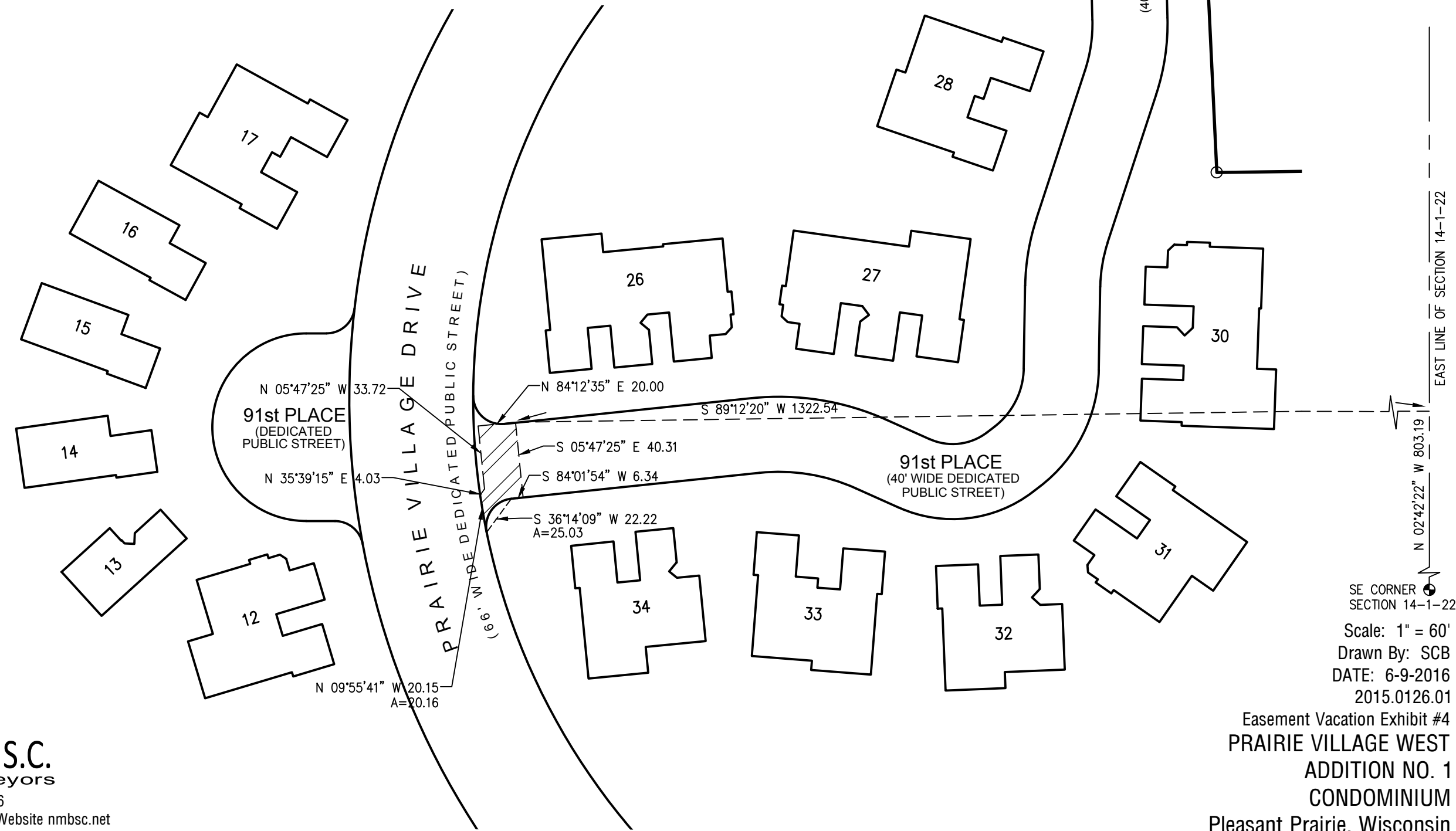
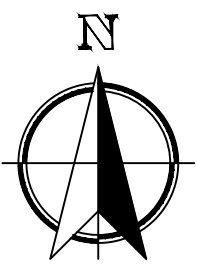
1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

Scale: 1" = 60'
Drawn By: SCB
DATE: 1-18-2016
2015.0126.01
Easement Vacation Exhibit #3
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
Pleasant Prairie, Wisconsin

Exhibit 3

DEDICATED 20' WIDE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 803.19 feet from the Southeast corner of said Section 14; thence S89°12'20"W 1322.54 feet to the point of beginning of this description; run thence S05°47'25"E 40.31 feet to the Southerly right-of-way of 91st Place; thence S84°01'54"W 6.34 feet along said right-of-way to the point of curvature of a curve of Northwesternerly convexity whose radius is 15.00 feet and whose chord bears S36°14'09"W 22.22 feet; thence Southwesterly 25.03 feet along the arc of said curve and said right-of-way to the East right-of-way of Prairie Village Drive and a point on a curve of Westerly convexity whose radius is 353.82 feet and whose chord bears N09°55'41"W 20.15 feet; thence Northerly 20.16 feet along the arc of said curve and said right-of-way; thence N35°39'15"E 4.03 feet; thence N05°47'25"W 33.72 feet; thence N84°12'35"E 20.00 feet to the point of beginning. Containing 0.020 acres.

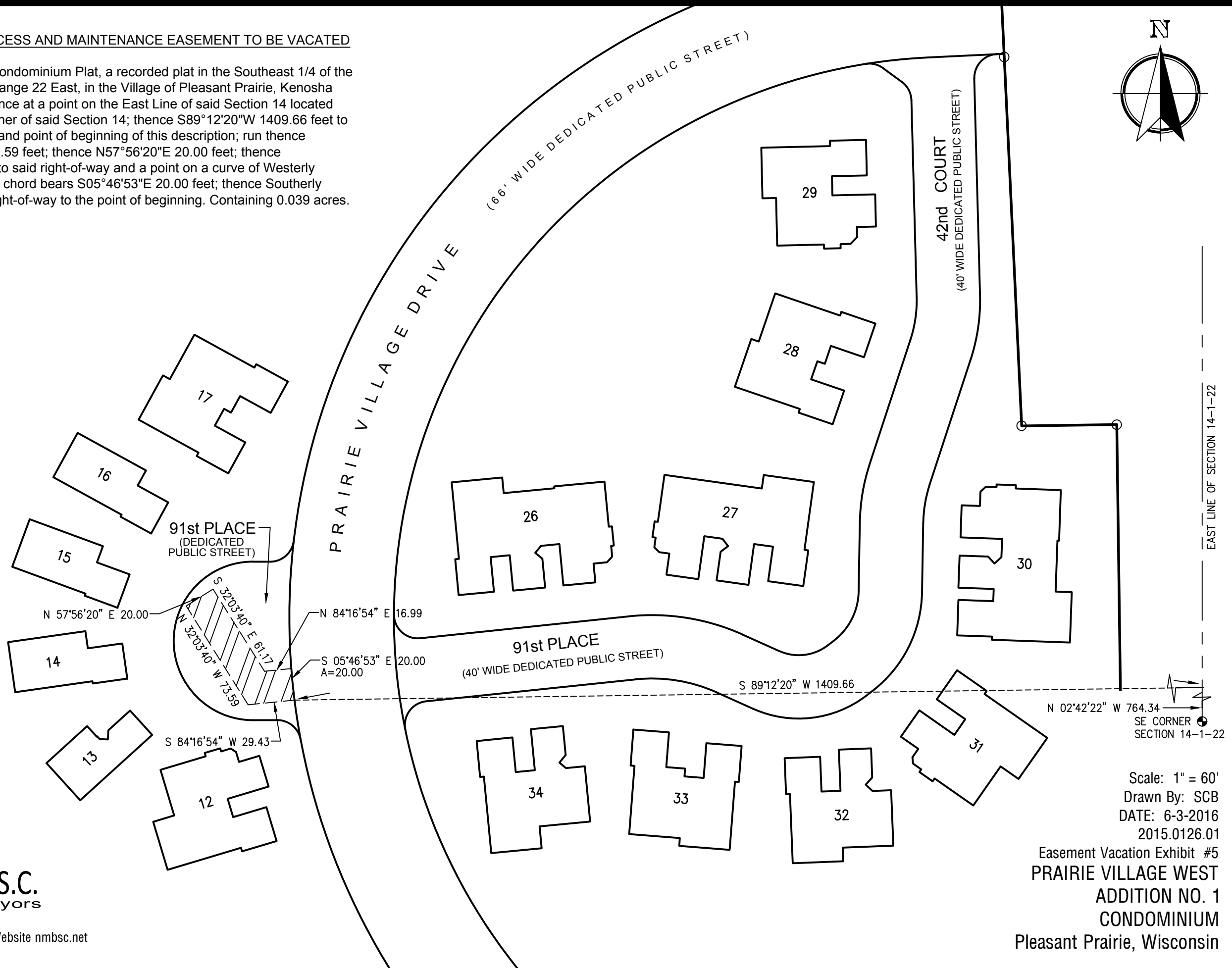


Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

SE CORNER SECTION 14-1-22
 Scale: 1" = 60'
 Drawn By: SCB
 DATE: 6-9-2016
 2015.0126.01
 Easement Vacation Exhibit #4
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
 Pleasant Prairie, Wisconsin

DEDICATED 20' WIDE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 764.34 feet from the Southeast corner of said Section 14; thence S89°12'20"W 1409.66 feet to the the West right-of-way of Prairie Village Drive and point of beginning of this description; run thence S84°16'54"W 29.43 feet; thence N32°03'40"W 73.59 feet; thence N57°56'20"E 20.00 feet; thence S32°03'40"E 61.17 feet; N84°16'54"E 16.99 feet to said right-of-way and a point on a curve of Westerly convexity whose radius is 419.82 feet and whose chord bears S05°46'53"E 20.00 feet; thence Southerly 20.00 feet along the arc of said curve and said right-of-way to the point of beginning. Containing 0.039 acres.



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbc.net

Scale: 1" = 60'
Drawn By: SCB
DATE: 6-3-2016
2015.0126.01
Easement Vacation Exhibit #5
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
Pleasant Prairie, Wisconsin

Document No.

RELEASE OF EASEMENTS

Return to:
Thomas M. Santarelli
1108 56th Street
Kenosha, WI 53140

92-4-122-144-0444 through
92-4-122-144-0498

Parcel Number

THIS RELEASE, is made and entered into this _____ day of _____, 2016, by the Village of Pleasant Prairie, a municipal corporation of Kenosha County, Wisconsin.

WHEREAS, the Prairie Village West Addition No. 1 Condominium Plat, was Recorded with the Kenosha County Register of Deeds on March 13, 2002 as Document Number 1259502 and legally described in Exhibit A included the following easements:

1. a thirty foot (30') wide sanitary sewer, water main, access and maintenance easement;
2. a twenty foot (20') wide storm water management, access and maintenance easement;
3. a twenty foot (20') wide water main, access and maintenance easement;
4. a twenty foot (20') wide storm water management, access and maintenance easement;
- and
5. twenty foot (20') wide sanitary sewer, access and maintenance easement.

WHEREAS, the above-referenced easements are to be Vacated and Released by the Village of Pleasant Prairie as referenced and depicted on Exhibit B attached hereto and incorporated herein.

WHEREAS, the Village of Pleasant Prairie is desirous of releasing and vacating all right, title and interest in which the Village of Pleasant Prairie may have in the easements described in Exhibit B.

WHEREAS, it is the intent to terminate, vacate and release in its entirety the easements as referenced above and attached hereto.

WHEREAS, said public improvements as referenced by the aforementioned easements are now to be located within dedicated roadways now owned by the Village and the necessity of the easements are no longer required.

NOW, THEREFORE, the Village of Pleasant Prairie, a municipal corporation of Kenosha County, Wisconsin, does hereby terminate, vacate and release the easements as referenced above and attached hereto.

Dated: this ____ day of _____, 2016.

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

By: _____
John P. Steinbrink, Village President

By: _____
Jane M. Romanowski, Village Clerk

STATE OF WISCONSIN)
 SS
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2016, the above-named John P. Steinbrink, Village President and Jane M. Romanowski, Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and Village Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation.

Notary Public, State of Wisconsin
My commission: _____

This document was drafted by:

Thomas M. Santarelli
Madrigrano, Aiello & Santarelli, LLC
1108 56th Street
Kenosha, WI 53140

PLAT-CONDOMINIUM RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 3/13/2002 at 12:04PM
20012336 #58.00
REGDEED6

JOES

144-0071
ST. JOHN CRYSTOMOS MONASTERY
UNPLAIED LANDS

PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT

A CONDOMINIUM COMMUNITY LOCATED IN
THE
VILLAGE OF PLEASANT PRAIRIE, KENOSHA
COUNTY, STATE OF WISCONSIN

Legal Description:

'Prairie Village West Addition No. 1'
'Condominium Plat'

Being that part of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 14, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is bounded and described as follows:
Commencing at the SE corner of said section 14; thence N 2° 42' 22" W along the east line of said SE 1/4 of sec 14 385.00'; thence S 89° 12' 20" W 842.93' to the point of beginning of the lands to be described; thence continue S 89° 12' 20" W 772.43'; thence N 2° 36' 25" W 961.18'; thence N 89° 12' 20" E 670.83'; thence S 2° 42' 22" E 415.11'; thence N 89° 12' 20" E 60.00'; thence S 0° 47' 40" E 213.97'; thence S 53° 26' 34" W 78.58'; thence S 23° 53' 12" E 310.84' to the point of beginning. Excepting therefrom that part previously dedicated as Prairie Village Drive and 42nd Ave.

Said land containing 15.40 acres more or less.

SURVEYOR'S CERTIFICATION

I, Jeffrey D. Barczak, being a licensed land surveyor authorized to practice land surveying in the State of Wisconsin do hereby certify this plat is a correct representation of the condominiums described and identified on PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUMS and its attachments. Diagrammatic floor plans for each building and its appropriate dimensions, floor area and locations of each unit with all common elements to be attached to the plat shall be the responsibility of the owners attorney and architect and attached to this plat.

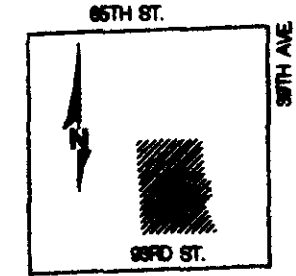
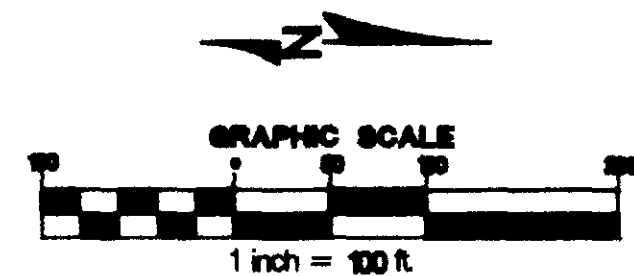
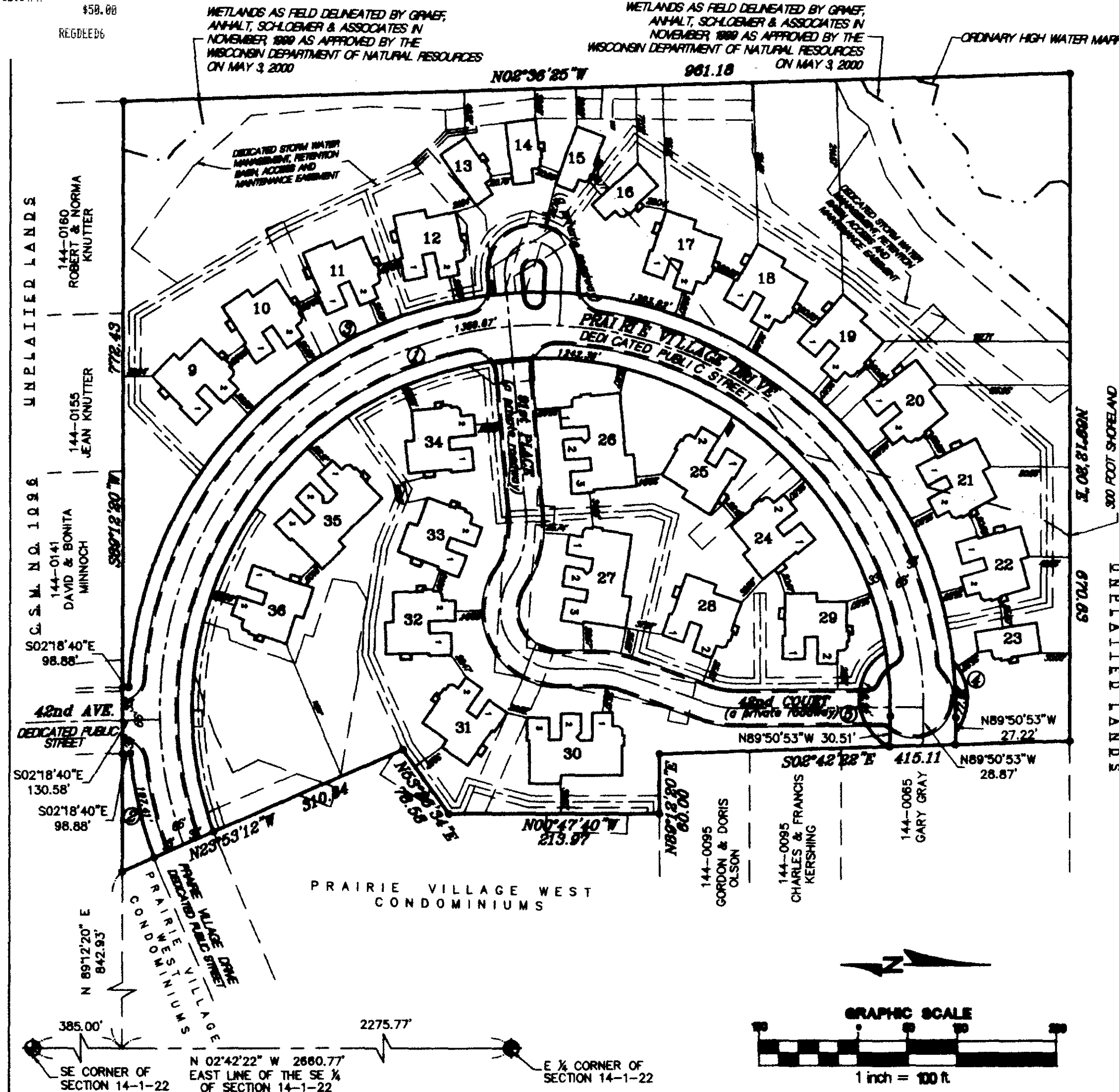
Jeffrey D. Barczak RLS-1999
Dated this 5 day of MARCH, 2002



NO.	RADIUS	ARC	CHORD	CHORD BEARING
①	386.82'	1359.87'	760.16'	N 10°33'37" W
②	353.82'	1242.36'	695.59'	N 10°28'18" W
③	419.82'	107.41'	107.12'	S 75°51'04" W
④	419.82'	1303.92'	839.51'	N 01°10'29" E
⑤	54.50'	77.92'	71.45'	N 87°05'52" E
⑥	54.50'	116.94'	95.76'	N 86°34'46" E

DECLARANT:
STANICH BUILDERS INC.
DOUG STANICH
7580 30TH AVE.
KENOSHA, WI 53148
PH. (908) 604-8708
FAX (908) 604-3831

METROPOLITAN SURVEY SERVICE
5200 W. LOOMIS ROAD
GREENDALE, WI. 53129
PH (414) 529-5380
FAX (414) 529-9787
E-MAIL survey@execpc.com

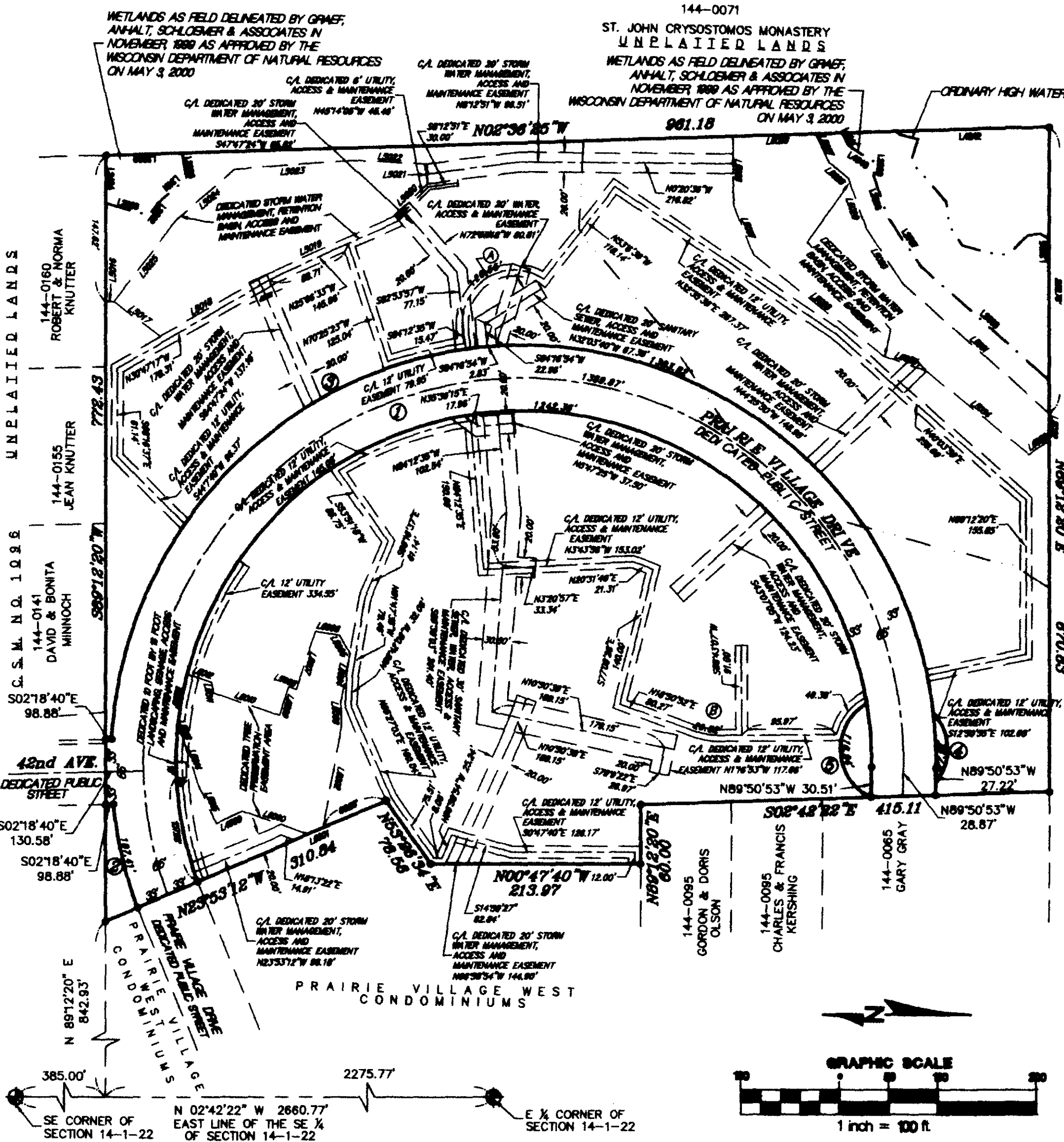


REVISED 08-14-08

SHEET 1 OF 6

PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT

A CONDOMINIUM COMMUNITY LOCATED IN
THE
VILLAGE OF PLEASANT PRAIRIE, KENOSHA
COUNTY, STATE OF WISCONSIN



DEDICATED TREE PRESERVATION EASEMENT

LINE	BEARING	LENGTH
L4889	N2817'35"W	28.52'
L5000	N1817'22"E	71.40'
L5001	N2353'12"W	17.07'
L5002	S8040'54"E	104.84'
L5003	N8044'25"E	22.60'
L5004	S8019'42"E	51.46'
L5005	N5821'22"E	21.22'
L5006	N8814'17"E	24.54'
L5007	N7224'33"W	62.08'
L5008	N1735'27"E	8.58'
L5009	N7224'33"W	30.17'
L5010	N1735'27"E	71.12'
L5011	N7915'08"E	10.89'
L5012	N1735'27"E	25.89'
L5013	S8731'21"W	13.05'
L5014	S7049'42"W	46.75'
L5015	S8419'32"W	43.67'

WETLAND LINE TABLE

LINE	LENGTH	BEARING
L2929	77.46	N 02°36'25" W
L3030	26.17	N 79°25'02" E
L3131	37.73	S 41°48'00" E
L3232	15.63	S 53°27'55" E
L3333	45.51	S 14°24'02" W
L3434	48.59	S 89°12'20" W
L3535	255.54	N 89°12'20" E
L3636	173.69	S 40°22'55" W
L3737	58.69	S 55°02'10" W
L3838	45.77	S 68°31'30" W
L3939	13.11	N 84°48'38" W
L4040	32.39	S 32°08'47" W
L4141	13.57	S 63°23'13" W
L4242	210.94	N 02°36'25" W

SOUTH POND LINE TABLE

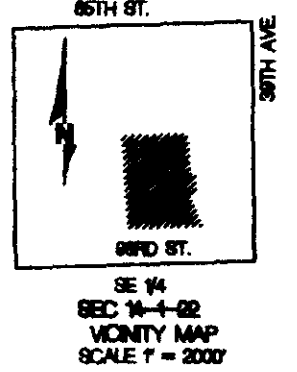
LINE	BEARING	LENGTH
L5016	S0047'40"E	8.52'
L5017	S3921'18"W	58.77'
L5018	S3047'17"E	124.36'
L5019	N2506'33"W	144.11'
L5020	N4574'15"W	46.47'
L5021	N8744'47"E	20.11'
L5022	N0744'06"E	76.65'
L5023	N0507'19"W	120.58'
L5024	S4148'00"E	78.38'
L5025	N5317'06"W	103.80'

NORTH POND LINE TABLE

LINE	BEARING	LENGTH
L5026	N0236'25"W	83.54'
L5027	N6323'13"E	31.69'
L5028	N3901'48"E	25.81'
L5029	N6831'30"E	54.64'
L5030	N5502'10"E	65.08'
L5031	N4022'55"E	198.77'
L5032	N8912'20"E	27.41'
L5033	N3434'02"W	25.34'
L5034	S3800'54"W	133.42'
L5035	S1831'34"W	46.48'
L5036	S3638'18"W	168.04'
L5037	S8717'19"W	54.48'
L5038	S8442'42"W	68.81'



DOCUMENT NUMBER
1259602
#5165
PLAT-CONDOMINIUM RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 3/13/2002 at 12:04PM
20012335 \$59.00
JOES REGDEED6



CURVE TABLE

NO.	RADIUS	ARC	CHORD	CHORD BEARING
①	386.82'	1359.87'	760.16'	N 10°33'37" W
②	353.82'	1242.36'	695.59'	N 10°26'18" W
③	419.82'	107.41'	107.12'	S 75°51'04" W
④	419.82'	1303.92'	839.51'	N 01°10'29" E
⑤	54.50'	77.92'	71.45'	N 87°05'52" E
⑥	54.50'	118.94'	95.76'	N 86°34'46" E
⑦	53.50'	120.55'	96.62'	N 31°14'14" W
⑧	75.50'	26.52'	26.39'	N 8°46'59" E

DECLARANT:
STANICH BUILDERS INC.
DOUG STANICH
7580 50TH AVE.
KENOSHA, WI 53148
PH (908) 694-8708
FAX (908) 694-3831

METROPOLITAN SURVEY SERVICE
5200 W. LOOMIS ROAD
GREENDALE, WI 53129
PH (414) 529-5380
FAX (414) 529-0787
E-MAIL survey@execpc.com

SHEET 2 OF 6

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the area shown as a Dedicated Public Street on this Plat is hereby dedicated, given, granted and conveyed by Stanich Builders, Inc. (referred to as the "Developer"), its successors, its successors-in-title and assigns, to the Village of Pleasant Prairie, (referred to as the Village), for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, medians, islands, sidewalks, street signs and street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the area of such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements pursuant to a Development Agreement entered into between the Developer and the Village dated as of March 8, 2002 (subject to the rights of the Village to perform the same functions) and (2) a nonexclusive easement hereby reserved by the Developer for the Prairie Village West Addition #1 Condominium Association (referred to as "the Association") shown on this Plat which are adjacent to such Dedicated Public Street for the planting and maintenance of grass, the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks in the area between the roadway and the Association's common areas, if required by the Village, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and the Association's common open space are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Street area and the rights of the Developer, or the rights of the Association, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior. The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the public and private street improvements, including, without limitation, pavement, curbs and gutters, street signs and street lights, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities and street signs, street lights and street trees and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Development Agreement.

2. Perpetual easements coextensive with the area shown as Dedicated Utility Easement areas on this Plat are hereby dedicated, given, granted and conveyed by the Developer ("the Grantor") to the Wisconsin Electric Power Company, Ameritech and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots, shown on this Plat and for any related ingress and egress. This easement shall also include the right to trim or cut down trees, bushes, branches and roots as reasonably required so as to not interfere with the Utility and Communications Grantees' use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement area shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communications Grantees. The Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Grantor and Grantees regarding the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communications Grantees. The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements that such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street areas. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communication's company in such public street areas, the Village's rights shall be deemed to be superior.

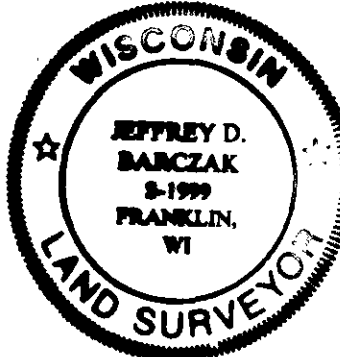
3. Perpetual nonexclusive easements coextensive with the area shown as Dedicated Storm Water Management, retention basin Access and Maintenance Easement on this Plat are hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water management purposes, public/private storm sewer and drainageways, storm water management, retention basin construction, access and maintenance and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These storm water management easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Association's property on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such future street, driveway or other uses of the easement as may be approved by the Village. There shall be no structures placed within said easement areas, which obstructs, restricts or impedes drainage flow within the Plat pursuant to Paragraph 1 of the Restrictive Covenants on this Plat. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Association with respect to the Dedicated Storm Water Management, retention basin Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainageways, storm sewer and storm water management improvements contained within these nonexclusive easements until such time as the maintenance responsibilities are transferred to the Association.

4. Easement areas coextensive with the area shown as a Dedicated Public Street on this Plat are hereby dedicated, given, granted and conveyed by the Village to the Developer for roadway pavement and curb and gutter improvements, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such improvements are completed, dedicated to and accepted by the Village. These easements shall be exclusive, except for such easements and responsibilities granted herein and for such use, planting, care and maintenance of the terrace easement area by the Association shown on this Plat or other future roadway, street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

5. Perpetual nonexclusive easements coextensive with the area shown as a Dedicated Sanitary Sewer, Access and Maintenance Easements serving the Condominium Units numbered 13 through 16 on this Plat are hereby dedicated, given, granted and conveyed by the Developer to the Village for public sanitary sewer, access and maintenance purposes, sanitary sewer system conveyances, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These sanitary sewer easements shall be exclusive except for the planting, care, and maintenance responsibilities of the easement areas which shall be required by the Association on the property, in which the easements are located as will not interfere with the improvements, uses and purposes of the Village. There shall be no structures, fences or retaining walls located within the sanitary easements. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Association with respect to the Dedicated Sanitary Sewer, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed superior. Unless the Village exercises its rights granted to it hereunder, the Village shall have no obligation to do anything pursuant to its rights under these easements.

6. Perpetual nonexclusive easements coextensive with the area shown as a Dedicated Water, Access and Maintenance Easements serving the Condominium Units numbered 13 through 16 on this Plat are hereby dedicated, given, granted and conveyed by the Developer to the Village for public water, access and maintenance purposes, water system conveyances, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These water easements shall be exclusive except for the planting, care, and maintenance responsibilities of the easement areas which shall be required by the Association on the property, in which the easements are located as will not interfere with the improvements, uses and purposes of the Village. There shall be no structures, fences or retaining walls located within the water easements. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Association with respect to the Dedicated Water, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed superior. Unless the Village exercises its rights granted to it hereunder, the Village shall have no obligation to do anything pursuant to its rights under these easements.

7. Perpetual nonexclusive easements coextensive with the area shown as a Dedicated Tree Preservation Easement Area on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Village for woodland protection and preservation purposes, access and maintenance. No trees larger than eight (8) inches shall be cut or removed by the Association unless they are diseased or dead. No digging, filling, grading or other land disturbance shall be permitted in such Dedicated Tree Preservation Easement Area without the prior approval of the Village and subject to any conditions as may be imposed by the Village. There shall be no structures, fences, retaining walls, driveways, or driveway approaches located within the tree preservation easement. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Association with respect to the Dedicated Tree Preservation Easement Area, the Village's rights under these easements shall be deemed superior. Unless the Village exercises its rights granted to it hereunder, the Village shall have no obligation to do anything pursuant to its rights under this easement.



**PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT
A CONDOMINIUM COMMUNITY LOCATED IN
THE
VILLAGE OF PLEASANT PRAIRIE, KENOSHA
COUNTY, STATE OF WISCONSIN**

DOCUMENT NUMBER
JL259502

PLAT-CONDOMINIUM
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 3/13/2002 at 12:04PM
28812336 \$50.00

JOES REGDEED6

8. Perpetual nonexclusive easements coextensive with the area shown as a Dedicated Wetland Preservation Easement Area on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland protection and preservation, access and maintenance purposes. The wetland preservation areas shall be protected and maintained as a wetland and no digging, dredging, filling, grading or other land disturbance shall be permitted in such area, without the prior approval of the Village and the Wisconsin Department of Natural Resources (WI DNR) and subject to any conditions as may be imposed by the Village or the WI DNR. There shall be no structures, fences, retaining walls, driveways, or driveway approaches located within the wetland preservation easement. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Association with respect to the Dedicated Wetland Preservation Easement area, the Village's rights under these easements shall be deemed superior. Unless the Village exercises its rights granted to it hereunder, the Village shall have no obligation to do anything pursuant to its rights under this easement.

9. A perpetual nonexclusive easement coextensive with the area shown as 42nd Court or 91st Place on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Village for a Dedicated Snow Plowing Maintenance and Roadway Access Easement. This easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use and maintenance of the roadway, storm sewer, sanitary sewer and water system; and planting, care and street tree maintenance responsibilities of the easement area which shall be required by the Association and as it will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway or other uses of the easement as may be approved by the Village. There shall be no vehicles parked or structures placed within said easement, which obstructs the Village's snow plowing efforts on 42nd Court or 91st Place. The Developer and/or Association shall enter into a Fee for Snow Plowing Services Agreement with the Village for the Snow Plowing Maintenance of 42nd Court or 91st Place. Said Agreement shall include but not be limited to: the payment for services, the scope of the work performed; and the Village's limited liability and indemnifications. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to this easement and the rights of the Association with respect to the Dedicated Street Snow Plowing Maintenance and Roadway Access Easement, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement and a Fee for Services Agreement is entered into between the Developer and/or the Association and the Village, the Village shall have no obligation to do anything pursuant to its rights under this easement. The Developer and/or the Association shall be responsible for all costs associated with the 42nd Court private roadway and private improvements and maintenance. To the extent that the Village performs any such snow plowing related maintenance activities, the Developer and/or Association, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Developer and/or Association through a Fee for Services Agreement or as Special Assessments or Special Charges under Section 88.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

RESTRICTIVE COVENANTS

1. Stanich Builders, Inc. (referred to as "the Developer") hereby covenants that the Prairie Village West #1 Condominium Association (referred to as "the Association") shall have the obligation of maintaining the storm water management, retention basins, maintenance and access easement areas located on the property as shown on this Plat in a functional, neat and nuisance free condition to handle drainage, storm water and drainage in the land division. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; dethatching or grading to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures or storm sewers, where applicable; mowing and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the Association who then shall perform such maintenance without compensation to the satisfaction of the Village. To the extent that the Village performs any such storm water management or drainage maintenance activities, the Association, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 88.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Association shall have the obligation of maintaining the sanitary sewer, maintenance and access easement areas located on the property. There shall be no structures, fences, retaining walls, driveways, driveway approaches, located within the sanitary easement, which might interfere with the sanitary sewer, access and maintenance easement rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property, in the capacity as owners of the property, and shall benefit and be enforceable by the Village. To the extent that the Village performs any such sanitary sewer maintenance activities, the Village shall be responsible only for land restoration including grading and seeding to restore the property to its existing condition.

METROPOLITAN SURVEY SERVICE
5800 W. LOOMIS ROAD
GREENDALE, WI 53129
PH (414) 589-6300
FAX (414) 589-9787
E-MAIL survey@ezecpc.com

SHEET 3 OF 6

DECLARANT:
STANICH BUILDERS INC.
DOUG STANICH
7080 30TH AVE.
KENOSHA, WI 53148
PH (262) 694-8708
FAX (262) 694-3831

RESTRICTIVE COVENANTS (continued)

3. The Developer hereby covenants that the Association shall have the obligation of maintaining the water, maintenance and access easement areas located on the property. There shall be no structures, fences, retaining walls, driveways, driveway approaches, located within the water easement, which might interfere with the water, access and maintenance easement rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of the property, and shall benefit and be enforceable by the Village. To the extent that the Village performs any such water maintenance activities, the Village shall be responsible for any land restoration including grading and seeding to restore the property to its existing condition at the Association's cost.

4. The Developer hereby covenants that the Association shall have the obligation of maintaining the Dedicated Tree Preservation Easement as shown on this Plat. No trees larger than eight (8) inches shall be cut or removed unless they are decayed. No digging, dredging, filling, grading, dumping or other land disturbance shall be permitted in such area, without the prior approval of the Village and subject to any conditions as may be imposed by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of the property, and shall benefit and be enforceable by the Village.

5. The Developer hereby covenants that the Association shall have the obligation of maintaining the Dedicated Wetland Preservation Easement Areas shown on this Plat. The wetland preservation areas shall be protected and maintained as a wetland and no digging, dredging, filling, grading, dumping or other land disturbance shall be permitted in such area, without the prior approval of the Village and the Wisconsin Department of Natural Resources (WI DNR) and subject to any conditions as may be imposed by the Village or the WI DNR. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of the property, and the Association and shall benefit and be enforceable by the Village.

6. The Developer hereby covenants that the Association shall have the obligation of maintaining the parkway areas and the street trees located in the Dedicated Public Streets and referred to in Paragraph 1 of the Dedication and Easements language on this Plat. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, re-staking, placing mulch around the trees and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected which damage the trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. Any street trees which die or is damaged by vandalism or other activity, shall be removed and replaced by the Association within 60 days of its removal, without permitting. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of those maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the Association who then shall perform such maintenance without compensation to the satisfaction of the Village. To the extent that the Village performs any such parkway area or street tree maintenance activities, the Association, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.00 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat with respect to the street trees, the Village shall have no obligation to do anything pursuant to its rights.

OWNER'S CERTIFICATE OF DEDICATION

STANICH BUILDERS INC. as owner of said land does hereby certify that it has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

STANICH BUILDERS INC. does further certify that this plat is required by Wisconsin State Statutes S.206.10 or S.206.12 to be submitted to the following for approval or objection:

- 1. The Department of Administration
2. The Village of Pleasant Prairie

IN WITNESS WHEREOF, the said STANICH BUILDERS INC. has caused these presents to be signed by Douglas K. Stanich, President, on this 8th day of March, 2002.

STANICH BUILDERS INC.

[Signature] Douglas K. Stanich, President

STATE OF WISCONSIN) KENOSHA COUNTY) SS

PERSONALLY came before me this 8th day of March, 2002, Douglas K. Stanich, President of STANICH BUILDERS INC., to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature] Jean M. Weske Notary Public State of Wisconsin My Commission Expires: 2-12-06

CONSENT OF CORPORATE MORTGAGEE

NORTH SHORE BANK, 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 owner.

IN WITNESS WHEREOF, the said NORTH SHORE BANK, has caused these presents to be signed by John A. Marston, Assistant Vice President, and its corporate seal to be hereunto affixed this 8th day of March, 2002.

[Signature] John A. Marston Assistant Vice President



DOCUMENT NUMBER 1259502

PLAT-CONDOMINIUM RECORDED At Kenosha County, Kenosha, WI Louise I. Principe, Register of Deeds on 3/13/2002 at 12:04PM 20012336 \$50.00 JOES REGDEED6

PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT A CONDOMINIUM COMMUNITY LOCATED IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, STATE OF WISCONSIN

STATE OF WISCONSIN) KENOSHA COUNTY) SS

PERSONALLY came before me this 8th day of March, 2002, John A. Marston, Assistant Vice President of NORTH SHORE BANK, 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.

[Signature] Jean M. Weske Notary Public State of Wisconsin My Commission Expires: 02-12-06

VILLAGE TREASURER'S CERTIFICATE

STATE OF WISCONSIN) KENOSHA COUNTY) SS

I, Kathleen M. Gosni, being the duly elected, qualified and acting treasurer of the Village of Pleasant Prairie, do hereby certify that the records in my office show no unpaid taxes or special assessments as of March 8, 2002, affecting the land included in the plat of PRAIRIE VILLAGE WEST ADDITION # 1.

[Signature] Kathleen M. Gosni Village Treasurer Date 3/8/02

VILLAGE BOARD CERTIFICATE

RESOLVED that the plat of PRAIRIE VILLAGE WEST ADDITION #1, in the Village of Pleasant Prairie, STANICH BUILDERS INC., owner/developer of said lands, is hereby approved by the Village of Pleasant Prairie.

[Signature] John P. Steinbrink Village President Date 3/8/02

I hereby certify that the foregoing is a copy of Resolution Number #02-04 adopted by the Village Board of the Village of Pleasant Prairie.

[Signature] John M. Romanich Village Clerk Date 3/8/02

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN) KENOSHA COUNTY) SS

I, Fredin M. Jacobson, being the duly elected, qualified and acting treasurer of Kenosha County, do hereby certify that the records in my office show no un-redempted tax sales and no unpaid taxes or special assessments as of March 13, 2002, affecting the land included in the plat of PRAIRIE VILLAGE WEST ADDITION # 1.

[Signature] Fredin M. Jacobson Kenosha County Treasurer Date 3/13/02

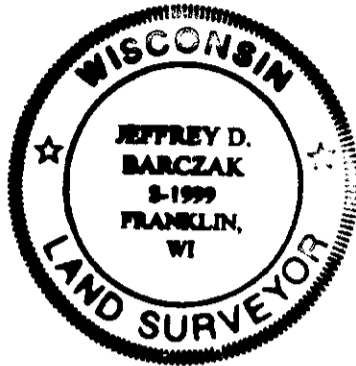
METROPOLITAN SURVEY SERVICE 5000 W. LOOMIS ROAD GREENDALE, WI. 53120 PH (414) 580-6300 PH (414) 580-6787 E-MAIL survey@exccpc.com

DECLARANT: STANICH BUILDERS INC. DOUG STANICH 7000 50TH AVE. KENOSHA, WI 53148 PH (202) 604-6700 FAX (202) 604-3831

FLOOR PLAN

PRAIRIE VILLAGE WEST ADDITION NO. 1
 CONDOMINIUM PLAT

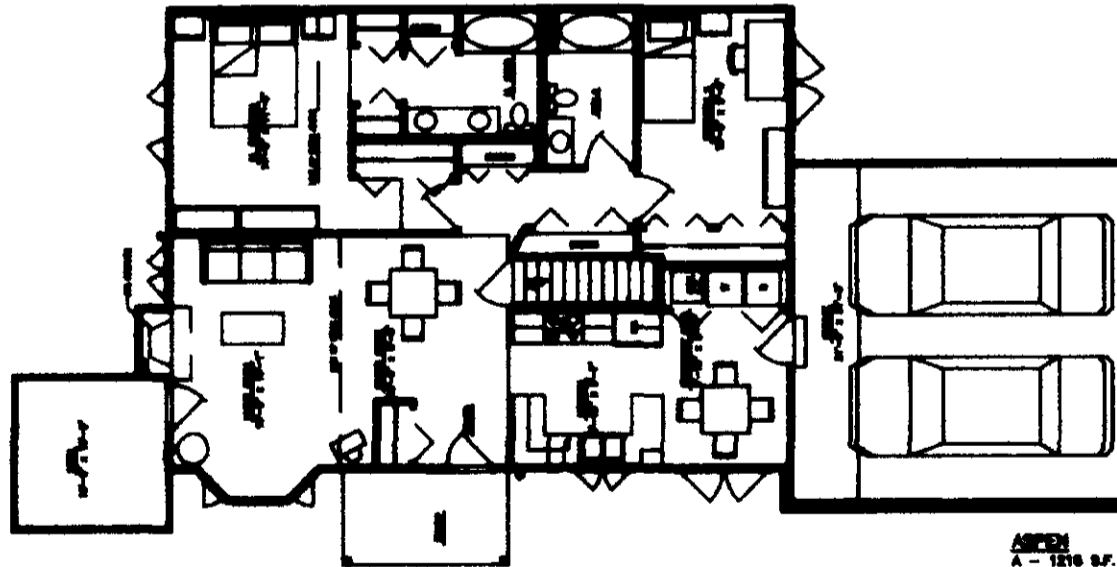
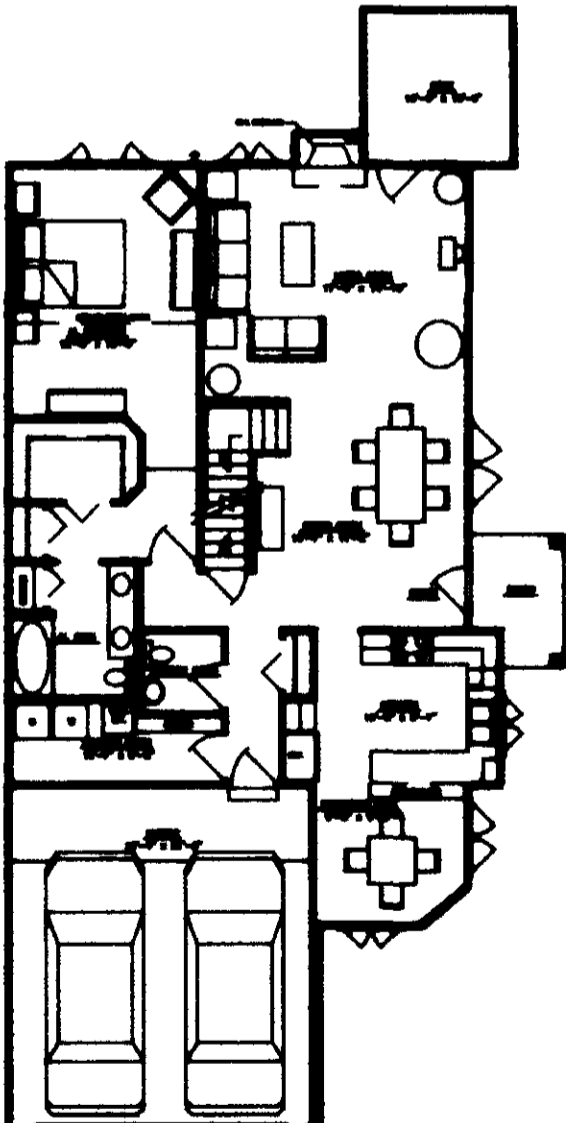
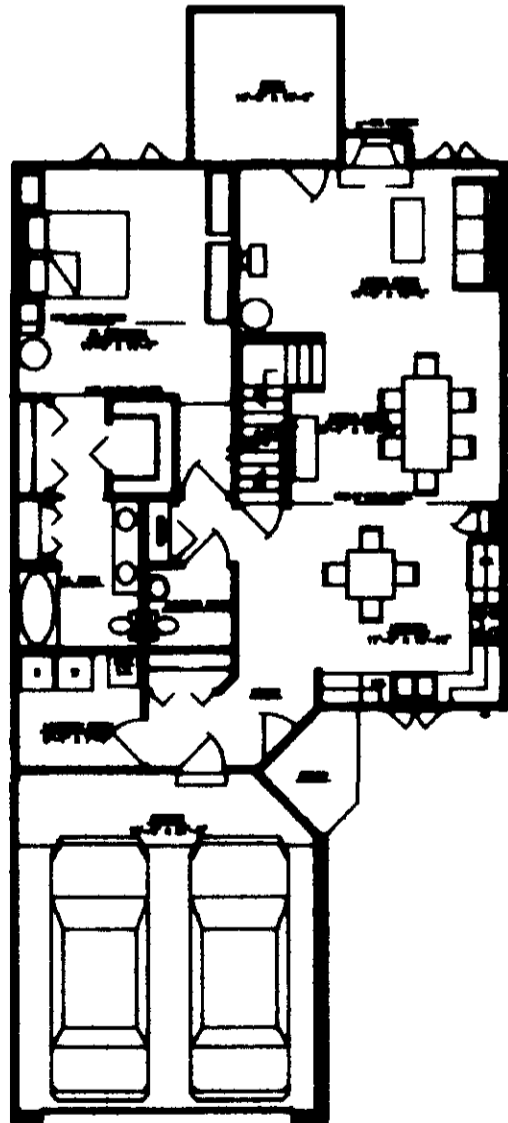
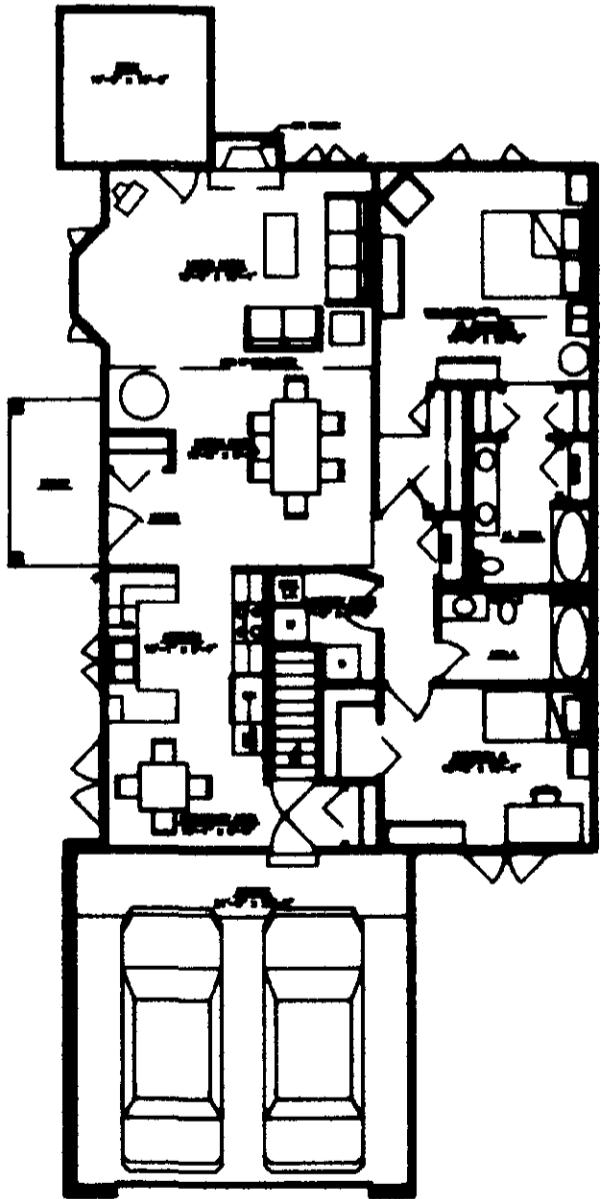
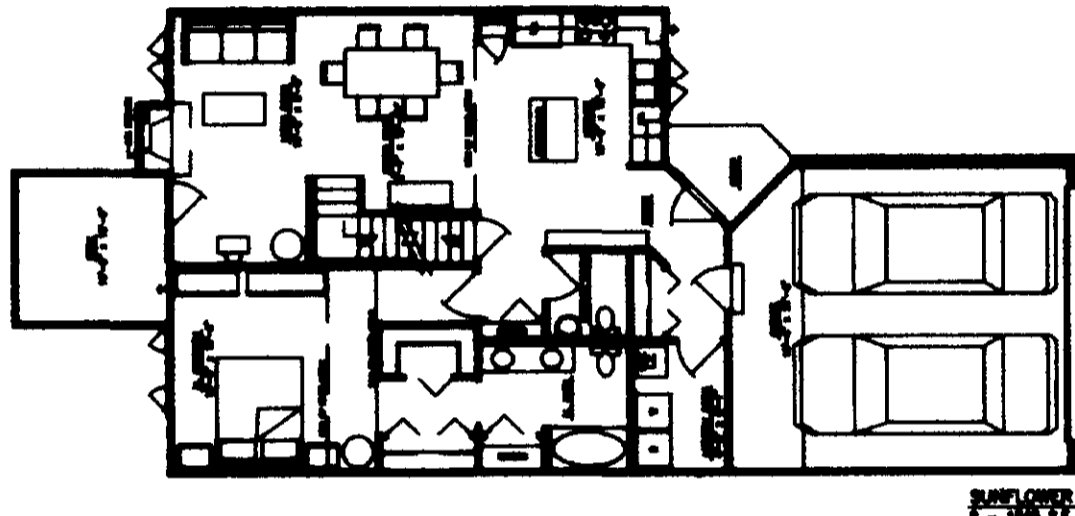
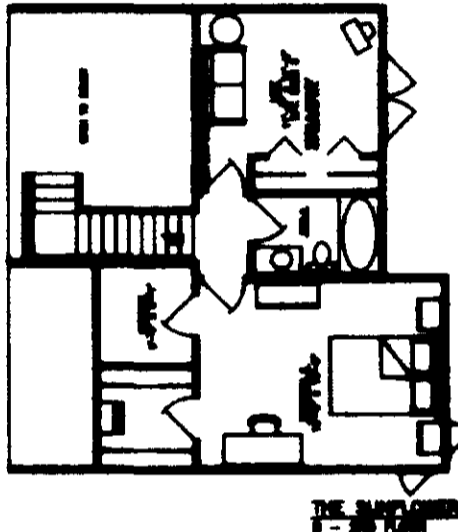
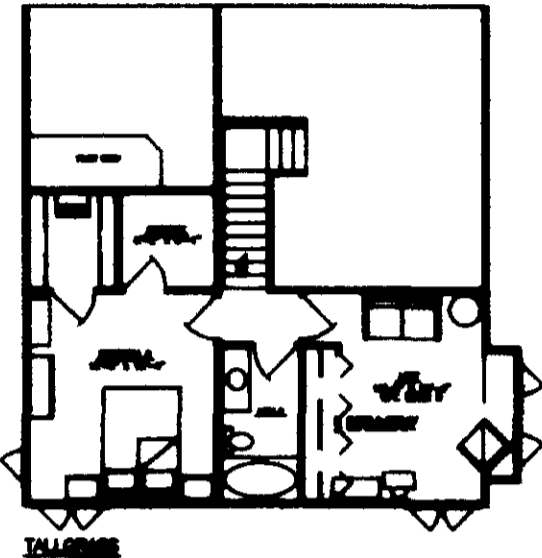
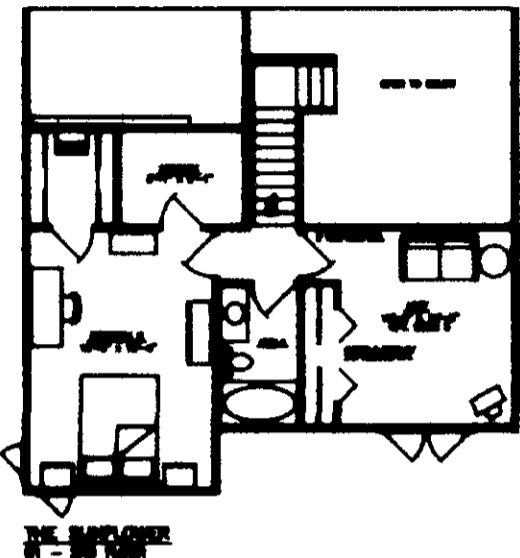
A CONDOMINIUM COMMUNITY LOCATED IN
 THE
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA
 COUNTY, STATE OF WISCONSIN



DOCUMENT NUMBER
 1259502

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PLAT-CONDOMINIUM
 RECORDED
 At Kenosha County, Kenosha, WI
 Louise I. Principe, Register of Deeds
 on 3/13/2002 at 12:04PM
 20012336 \$50.00
 JOES REGDEED6



METROPOLITAN SURVEY SERVICE
 5300 W. LOOMIS ROAD
 GREENDALE, WI 53129
 PH (414) 589-5300
 FAX (414) 589-9787
 E-MAIL survey@exscpc.com

SHEET 5 OF 6

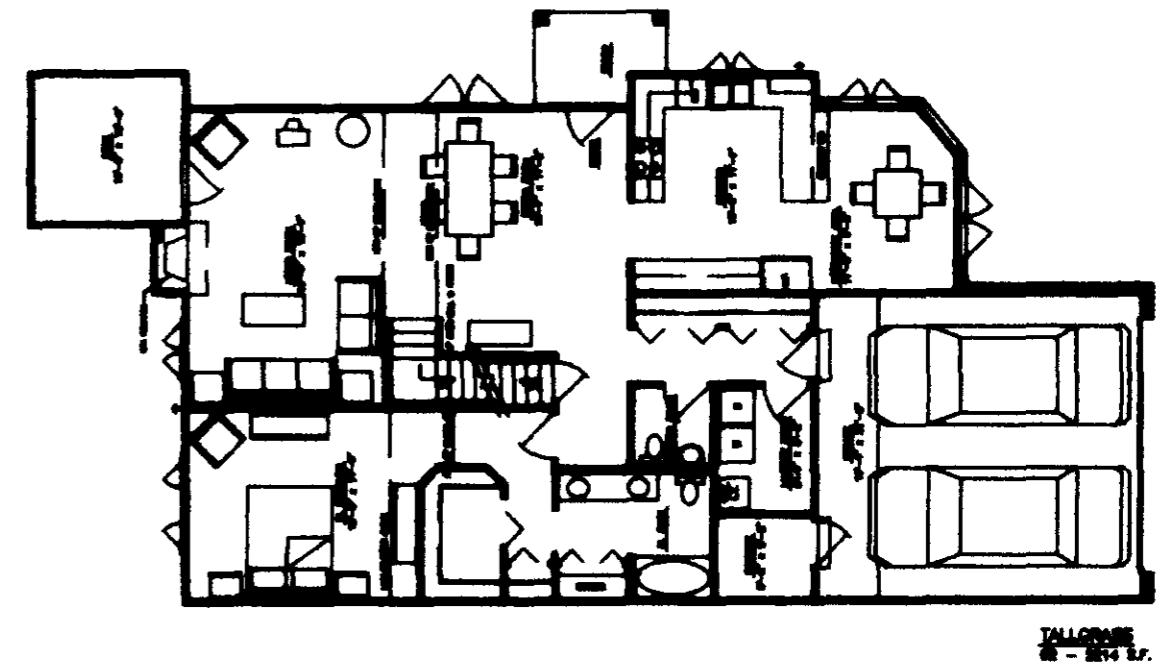
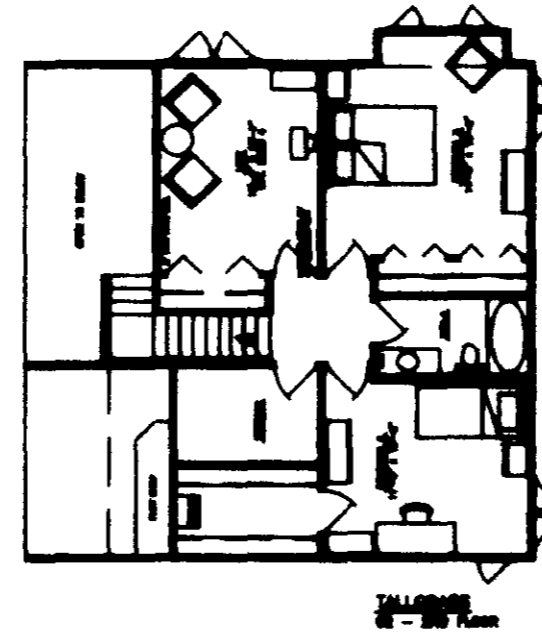
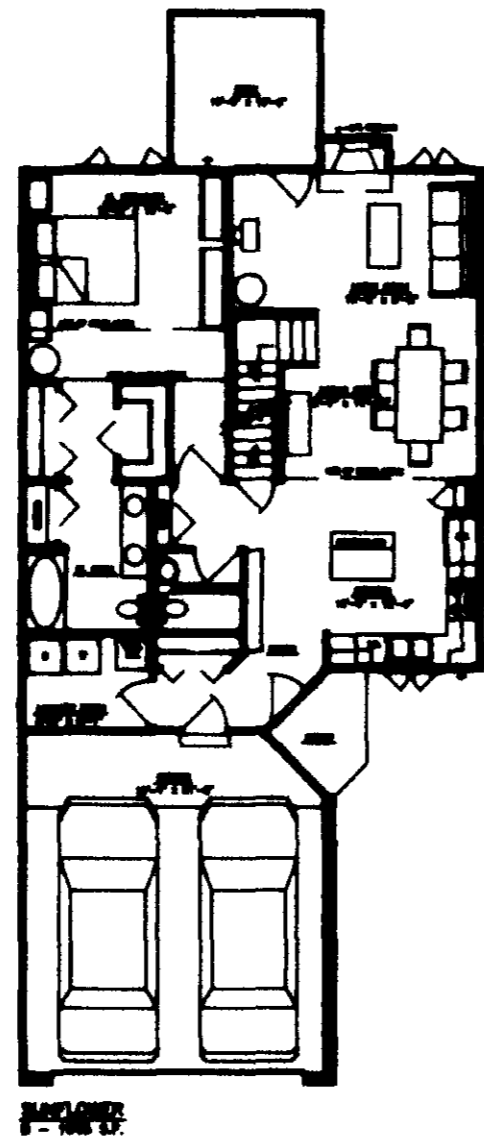
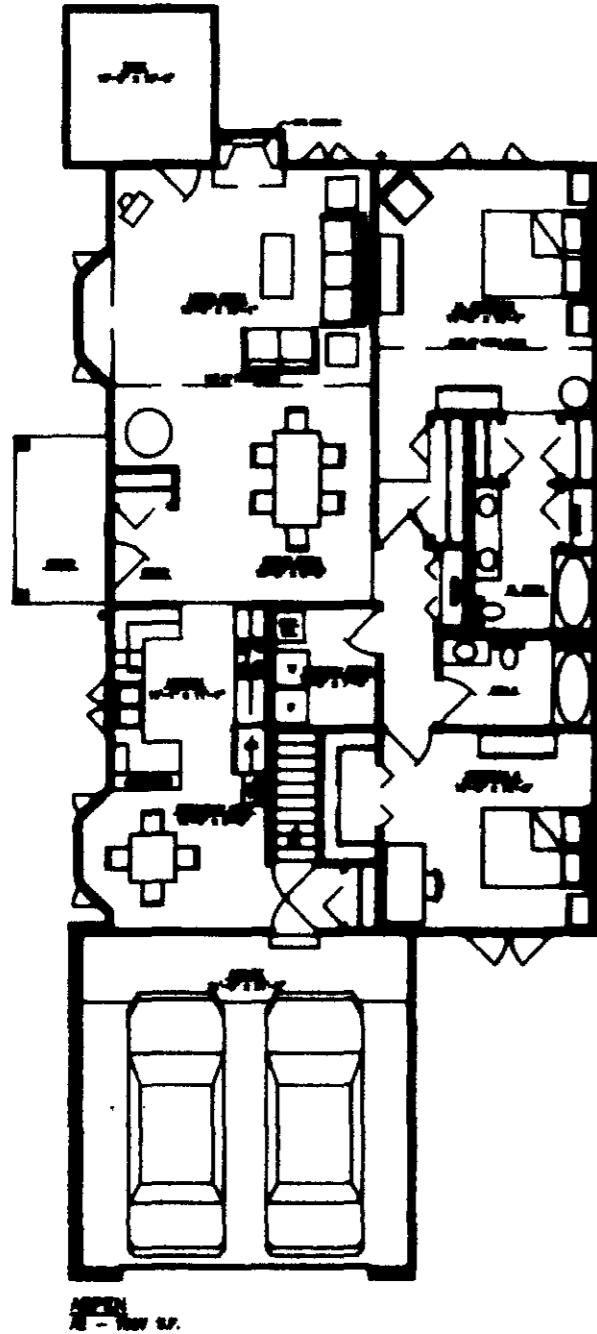
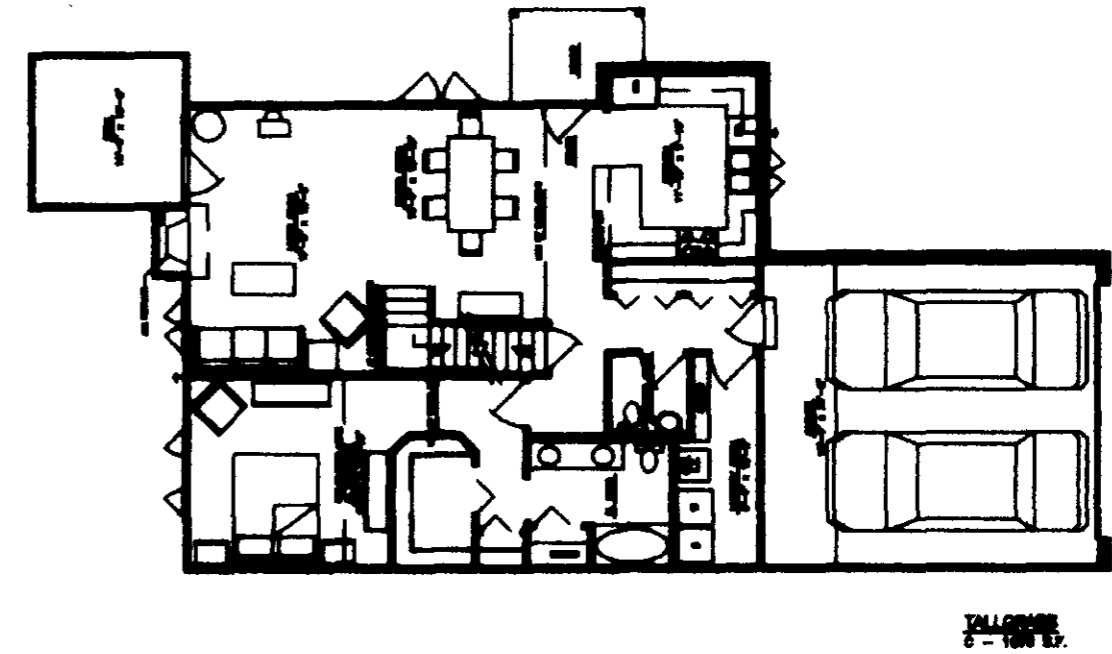
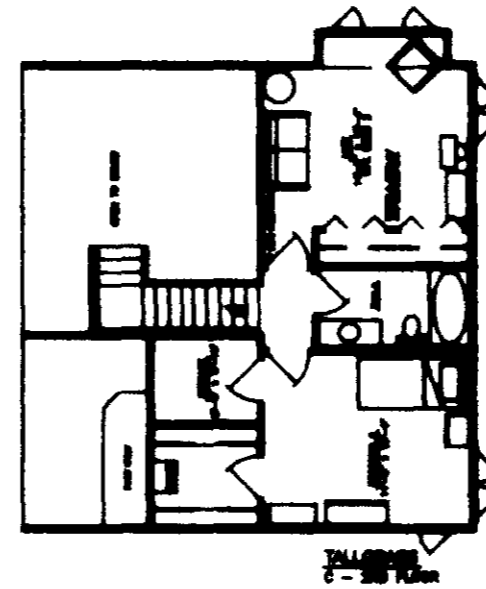
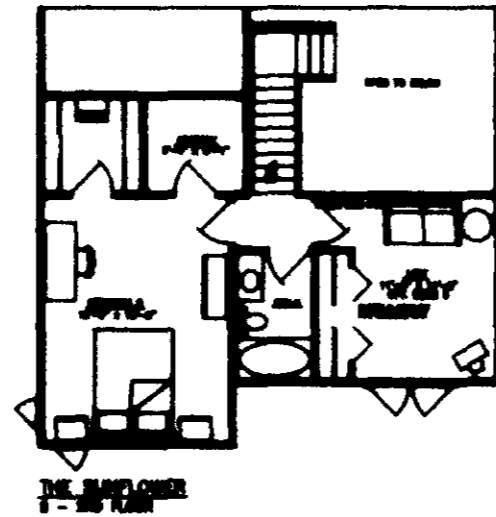
DECLARANT:
 STANICH BUILDERS INC.
 DOUG STANICH
 7600 30TH AVE.
 KENOSHA, WI 53148
 PH. (888) 604-9708
 FAX (888) 604-3831

FLOOR PLAN

**PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT**

A CONDOMINIUM COMMUNITY LOCATED IN
THE
VILLAGE OF PLEASANT PRAIRIE, KENOSHA
COUNTY, STATE OF WISCONSIN

DOCUMENT NUMBER
1259502
#5765
PLAT-CONDOMINIUM RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 3/13/2002 at 12:04PM
20012336 \$50.00
JOES REGDEED6



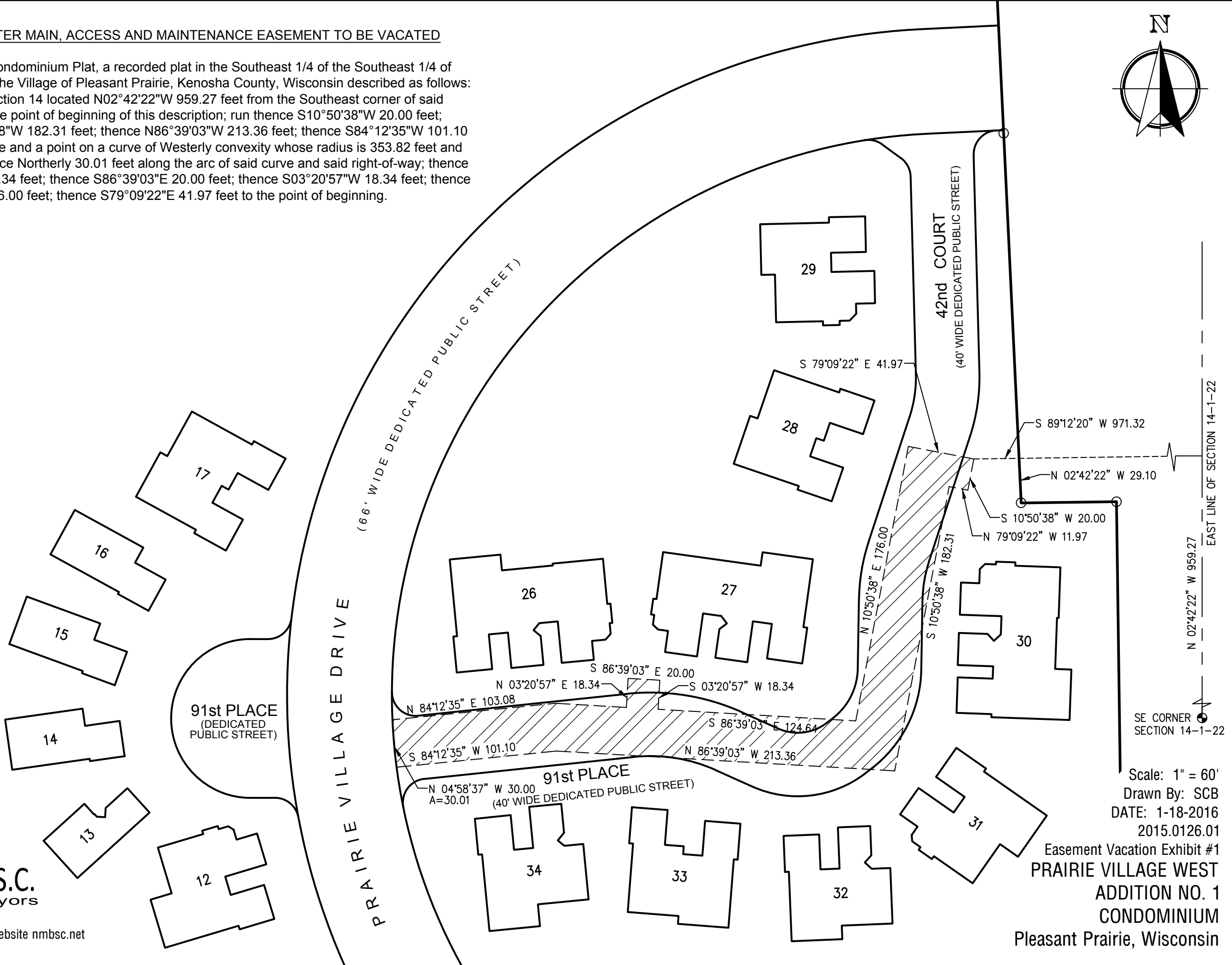
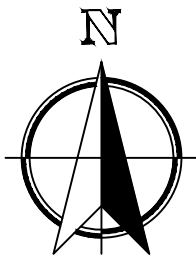
METROPOLITAN SURVEY SERVICE
5800 W. LOOMIS ROAD
GREENDALE, WI 53129
PH (414) 589-5800
FAX (414) 589-9787
E-MAIL survey@exscpc.com

SHEET 6 OF 8

DECLARANT:
SEARCH BUILDERS INC.
DOUG STANICH
7600 30TH AVE
KENOSHA, WI 53148
PH (262) 694-8700
FAX (262) 694-3831

DEDICATED 30' WIDE SANITARY SEWER, WATER MAIN, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 959.27 feet from the Southeast corner of said Section 14; thence S89°12'20"W 971.32 feet to the point of beginning of this description; run thence S10°50'38"W 20.00 feet; thence N79°09'22"W 11.97 feet; thence S10°50'38"W 182.31 feet; thence N86°39'03"W 213.36 feet; thence S84°12'35"W 101.10 feet to the East right-of-way of Prairie Village Drive and a point on a curve of Westerly convexity whose radius is 353.82 feet and whose chord bears N04°58'37"W 30.00 feet; thence Northerly 30.01 feet along the arc of said curve and said right-of-way; thence N84°12'35"E 103.08 feet; thence N03°20'57"E 18.34 feet; thence S86°39'03"E 20.00 feet; thence S03°20'57"W 18.34 feet; thence S86°39'03"E 124.64 feet; thence N10°50'38"E 176.00 feet; thence S79°09'22"E 41.97 feet to the point of beginning. Containing 0.353 acres.

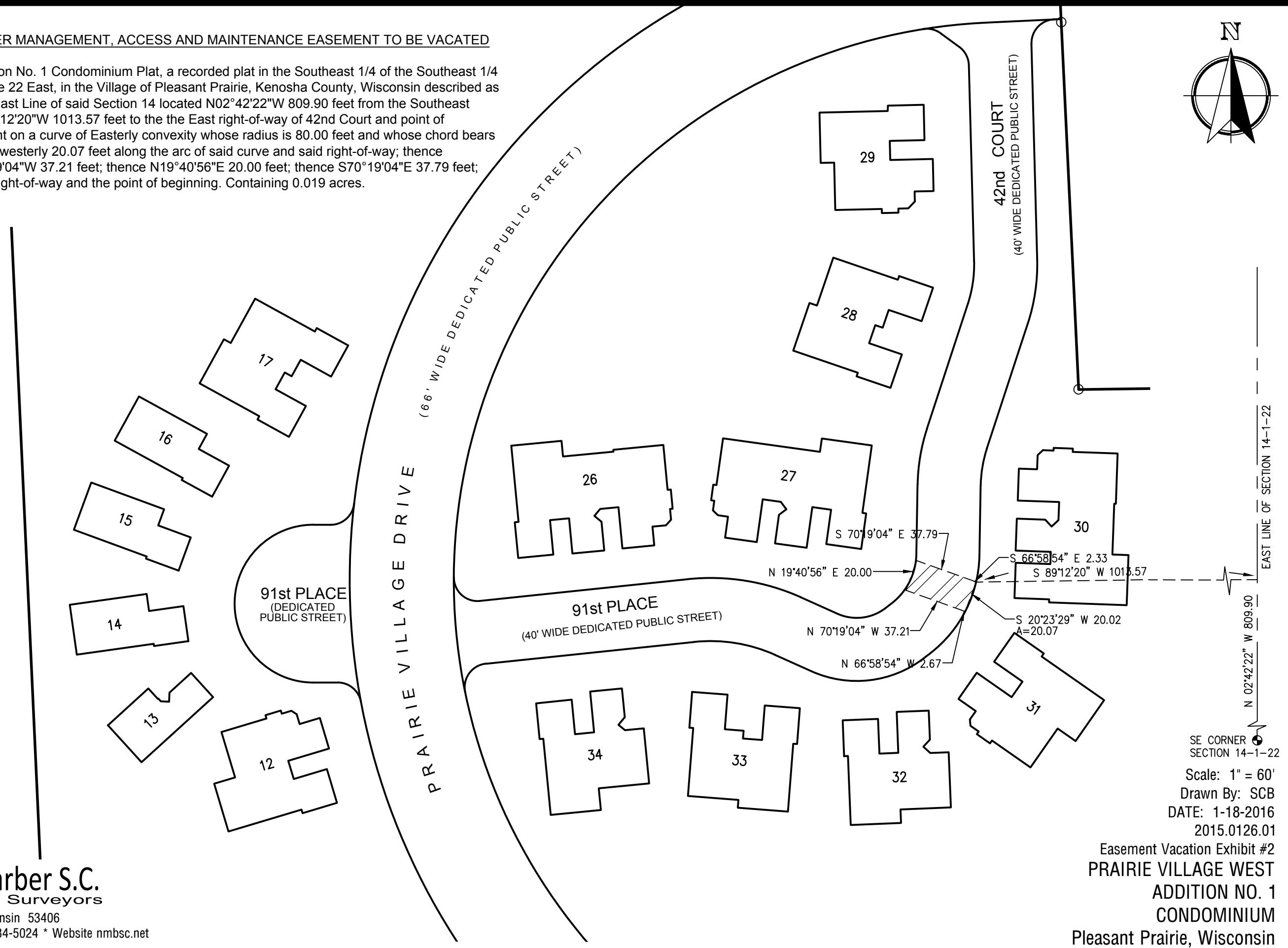
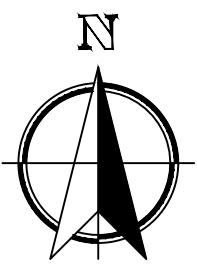


Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

Scale: 1" = 60'
 Drawn By: SCB
 DATE: 1-18-2016
 2015.0126.01
 Easement Vacation Exhibit #1
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
 Pleasant Prairie, Wisconsin

DEDICATED 20' WIDE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 809.90 feet from the Southeast corner of said Section 14; thence S89°12'20"W 1013.57 feet to the the East right-of-way of 42nd Court and point of beginning of this description and a point on a curve of Easterly convexity whose radius is 80.00 feet and whose chord bears S20°23'29"W 20.02 feet; thence Southwesterly 20.07 feet along the arc of said curve and said right-of-way; thence N66°58'54"W 2.67 feet; thence N70°19'04"W 37.21 feet; thence N19°40'56"E 20.00 feet; thence S70°19'04"E 37.79 feet; thence S66°58'54"E 2.33 feet to said right-of-way and the point of beginning. Containing 0.019 acres.

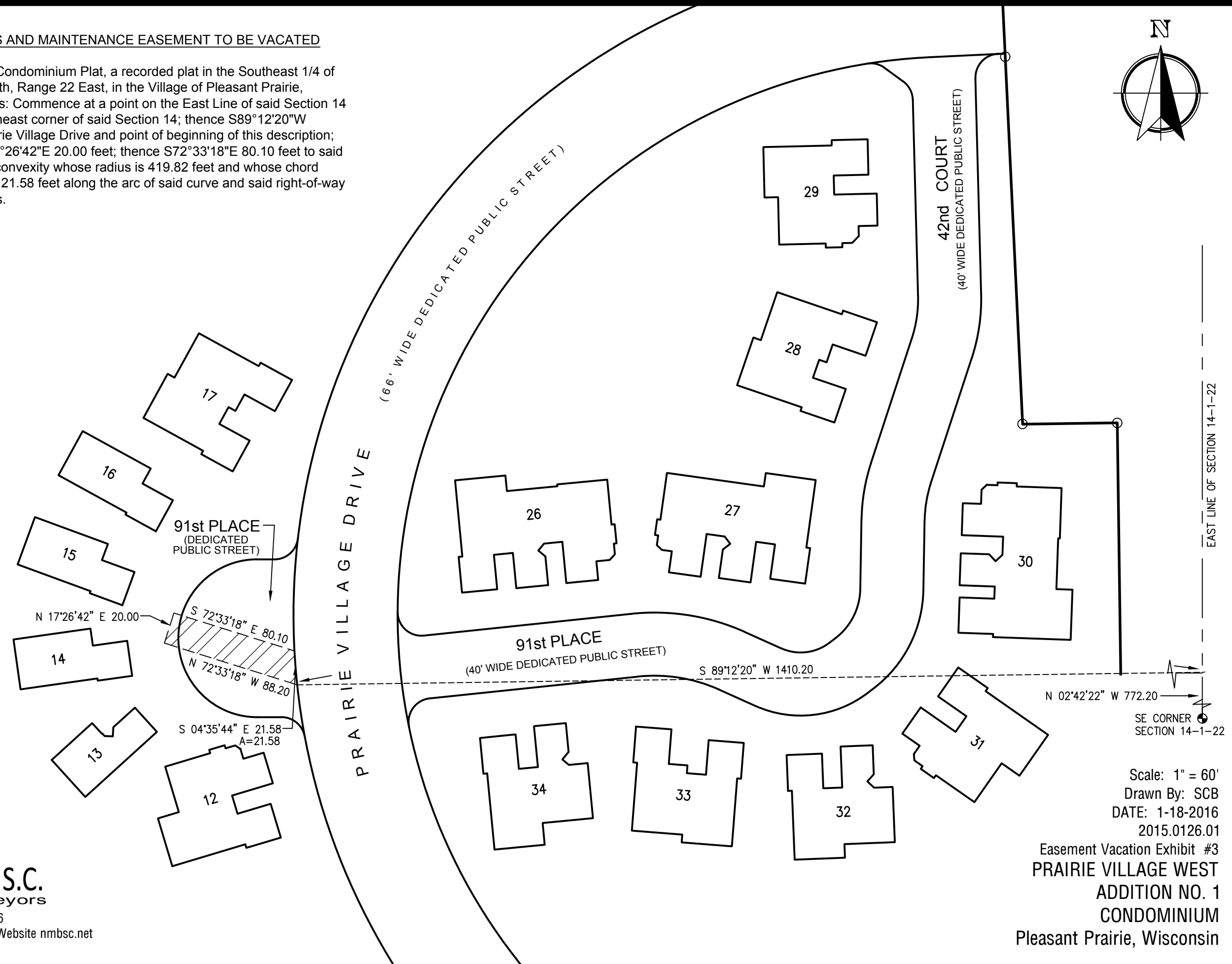
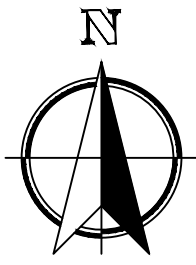


Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

SE CORNER SECTION 14-1-22
 Scale: 1" = 60'
 Drawn By: SCB
 DATE: 1-18-2016
 2015.0126.01
 Easement Vacation Exhibit #2
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
 Pleasant Prairie, Wisconsin

DEDICATED 20' WIDE WATER MAIN, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 772.20 feet from the Southeast corner of said Section 14; thence S89°12'20"W 1410.20 feet to the the West right-of-way of Prairie Village Drive and point of beginning of this description; run thence N72°33'18"W 88.20 feet; thence N17°26'42"E 20.00 feet; thence S72°33'18"E 80.10 feet to said right-of-way and a point on a curve of Westerly convexity whose radius is 419.82 feet and whose chord bears S04°35'44"E 21.58 feet; thence Southerly 21.58 feet along the arc of said curve and said right-of-way to the point of beginning. Containing 0.039 acres.

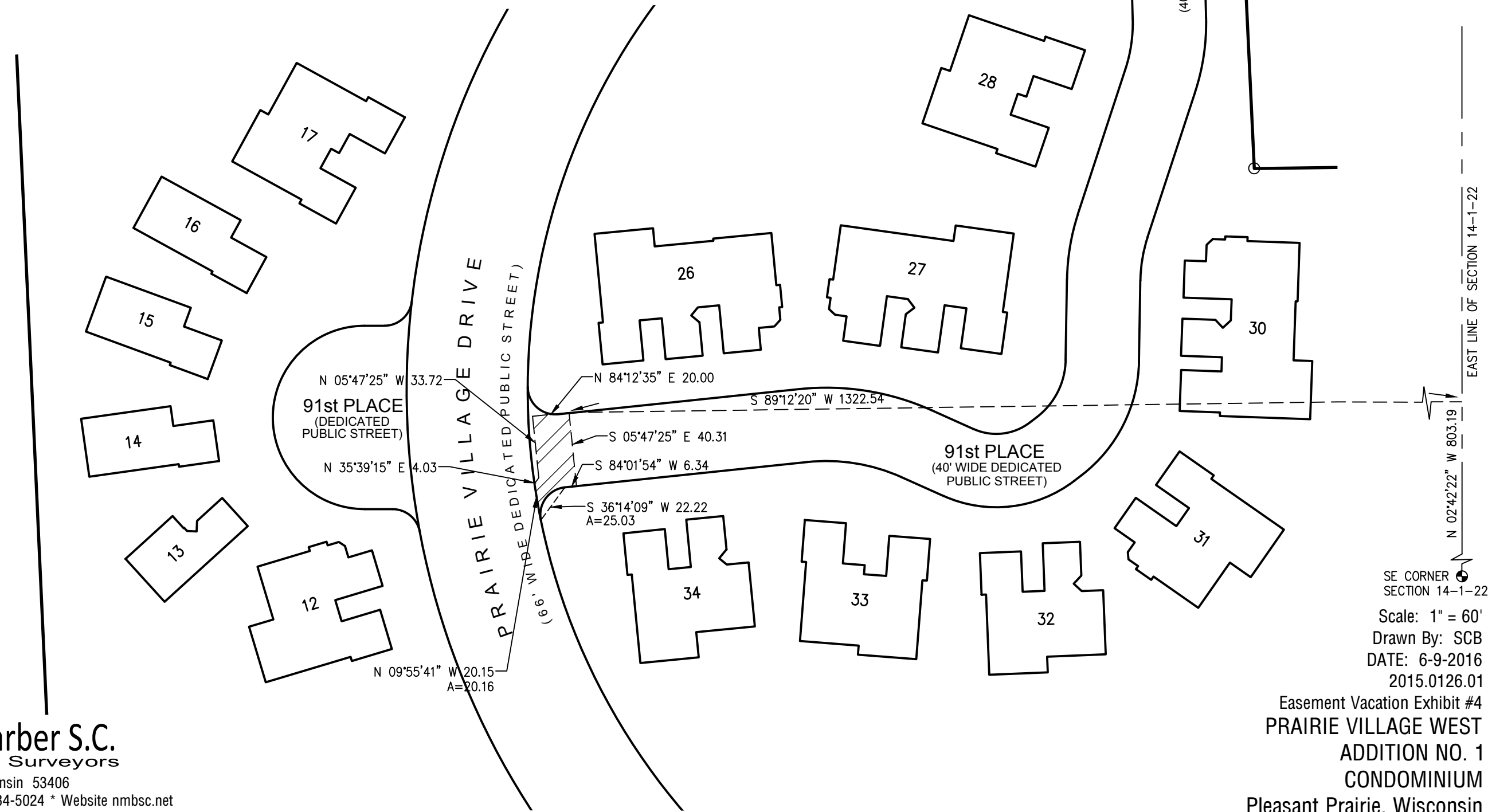
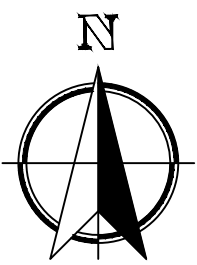


Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

Scale: 1" = 60'
 Drawn By: SCB
 DATE: 1-18-2016
 2015.0126.01
 Easement Vacation Exhibit #3
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
 Pleasant Prairie, Wisconsin

DEDICATED 20' WIDE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 803.19 feet from the Southeast corner of said Section 14; thence S89°12'20"W 1322.54 feet to the point of beginning of this description; run thence S05°47'25"E 40.31 feet to the Southerly right-of-way of 91st Place; thence S84°01'54"W 6.34 feet along said right-of-way to the point of curvature of a curve of Northwesternerly convexity whose radius is 15.00 feet and whose chord bears S36°14'09"W 22.22 feet; thence Southwesterly 25.03 feet along the arc of said curve and said right-of-way to the East right-of-way of Prairie Village Drive and a point on a curve of Westerly convexity whose radius is 353.82 feet and whose chord bears N09°55'41"W 20.15 feet; thence Northerly 20.16 feet along the arc of said curve and said right-of-way; thence N35°39'15"E 4.03 feet; thence N05°47'25"W 33.72 feet; thence N84°12'35"E 20.00 feet to the point of beginning. Containing 0.020 acres.



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

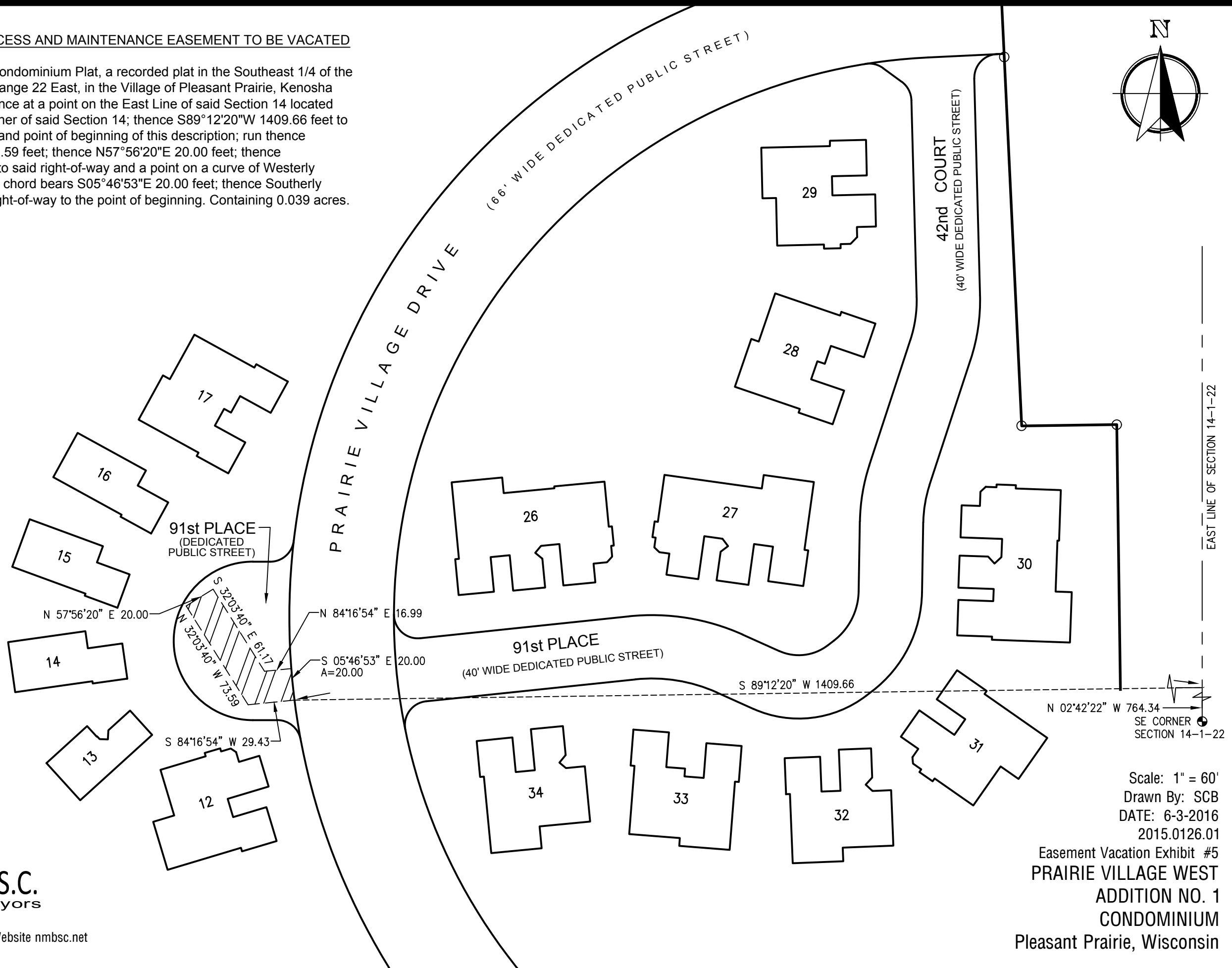
SE CORNER
SECTION 14-1-22

Scale: 1" = 60'
Drawn By: SCB
DATE: 6-9-2016
2015.0126.01

Easement Vacation Exhibit #4
**PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM**
Pleasant Prairie, Wisconsin

DEDICATED 20' WIDE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT TO BE VACATED

That part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 764.34 feet from the Southeast corner of said Section 14; thence S89°12'20"W 1409.66 feet to the the West right-of-way of Prairie Village Drive and point of beginning of this description; run thence S84°16'54"W 29.43 feet; thence N32°03'40"W 73.59 feet; thence N57°56'20"E 20.00 feet; thence S32°03'40"E 61.17 feet; N84°16'54"E 16.99 feet to said right-of-way and a point on a curve of Westerly convexity whose radius is 419.82 feet and whose chord bears S05°46'53"E 20.00 feet; thence Southerly 20.00 feet along the arc of said curve and said right-of-way to the point of beginning. Containing 0.039 acres.



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbc.net

Scale: 1" = 60'
Drawn By: SCB
DATE: 6-3-2016
2015.0126.01
Easement Vacation Exhibit #5
PRAIRIE VILLAGE WEST
ADDITION NO. 1
CONDOMINIUM
Pleasant Prairie, Wisconsin

Document No.

10' WIDE FIRE HYDRANT, SNOW STORAGE, STREET TREE, ACCESS AND MAINTENANCE EASEMENT AGREEMENT

Return to:
Madrigano, Aiello & Santarelli, LLC
Thomas M. Santarelli
1108 56th St.
Kenosha, WI 53140

92-4-122-144-0444 through
92-4-122-144-0498

Parcel Number

THIS 10' WIDE FIRE HYDRANT, SNOW STORAGE, STREET TREE, ACCESS AND MAINTENANCE EASEMENT AGREEMENT ("Agreement") is granted by Prairie Village West Condominium Association, Inc. ("Owner") to the Village of Pleasant Prairie ("Village").

RECITALS:

A. The Owner is the fee holder of certain real property in the Village of Pleasant Prairie, Kenosha County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the "Property").

B. The Village has requested that the Owner grant a permanent easement (the "Easement") over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the "Easement Area").

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.** The Owner grants to the Village, and its licensees, a perpetual easement and right-of-way ten feet (10') wide to construct, reconstruct, maintain,

operate, supplement, and/or remove to a fire hydrant, snow storage and street trees, with the right of ingress and egress for the purpose of this grant, over the Easement Area.

2. **Maintenance and Upkeep.** The Association shall be responsible for all costs associated with grading, planting and installing street trees, providing mulch, trimming and pruning, removing any dead trees and replacement of trees within these nonexclusive easement areas in accordance with the master landscaping plan previously approved by the Village.

3. **Consistent Uses Allowed.** The Owner reserves the right to use the Easement for purposes that will not interfere with the Village's full enjoyment of the Easement rights granted in this Agreement.

4. **Restoration of Surface.** The Village shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement to its condition before the disturbance.

5. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party have transferred its fee simple interest in the Property.

6. **Non-Use.** Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.

7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

8. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Kenosha County, Wisconsin.

9. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

10. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or

circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

12. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

Dated: this ____ day of _____, 2016.

**PRAIRIE VILLAGE WEST
CONDOMINIUM ASSOCIATION, INC.**

Prairie Village West
By: E. John Field, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 SS
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2016, the above-named E. John Field, President of Prairie Village West Condominium Association, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such President of Prairie Village West Condominium Association, Inc. and acknowledged that he executed the foregoing instrument as such officer and as the deed of said Association.

Notary Public, State of Wisconsin
My commission expires: _____

Dated: this ____ day of _____, 2016.

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

By: _____
John P. Steinbrink, Village President

By: _____
Jane M. Romanowski, Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 SS
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2016, the above-named John P. Steinbrink, Village President and Jane M. Romanowski, Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and Village Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation.

Notary Public, State of Wisconsin
My commission expires: _____

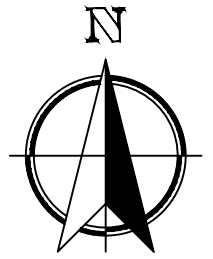
This document was drafted by:

Thomas M. Santarelli
Madrigrano, Aiello & Santarelli, LLC
1108 56th Street
Kenosha, WI 53140

Exhibit A

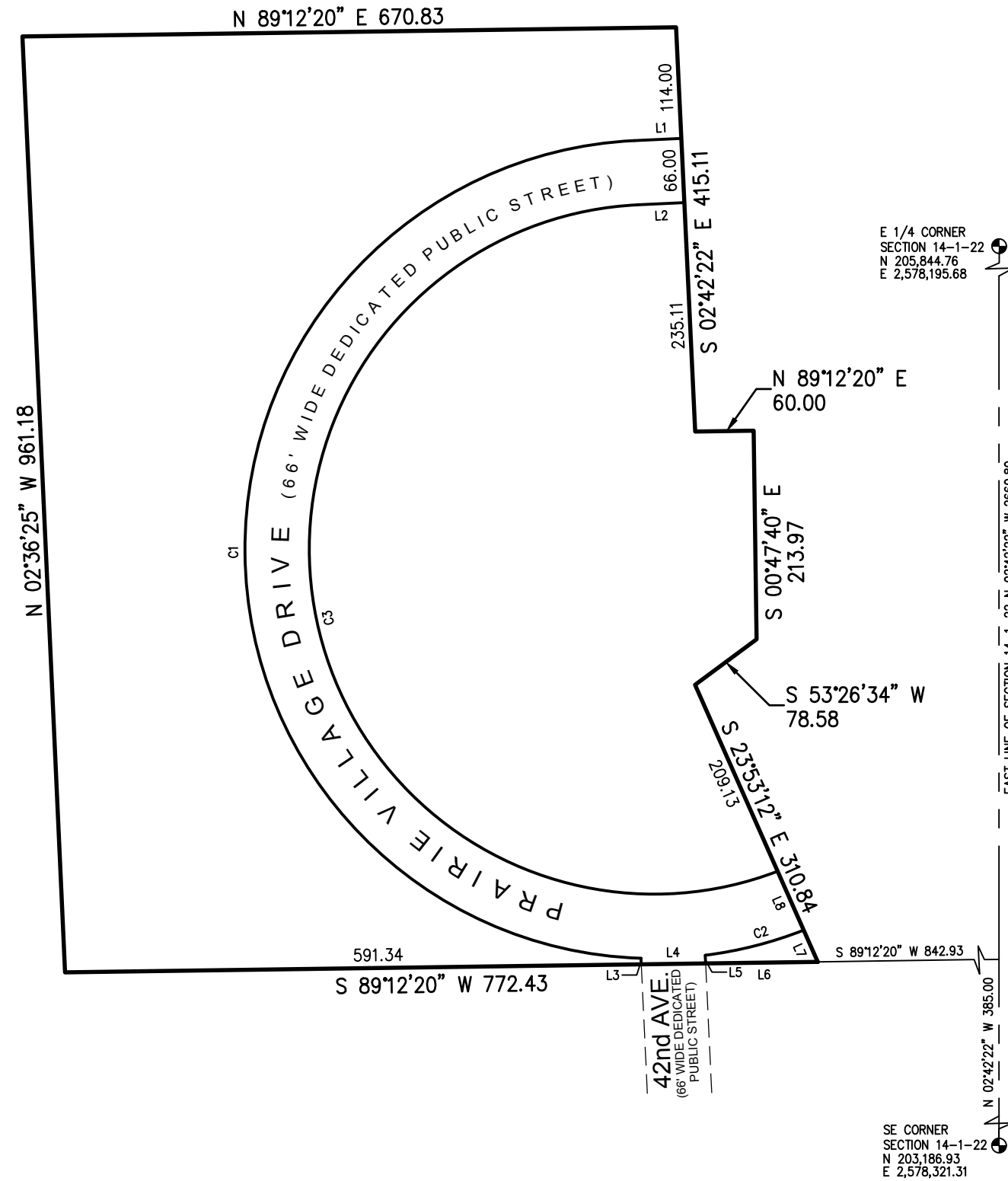
DESCRIPTION OF RECORD - PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM

Being that part of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 14, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Section 14; thence N02°42'22"W along the East Line of said Southeast 1/4 of Section 14 385.00 feet; thence S89°12'20"W 842.93 feet to the point of beginning of the lands to be described; thence continue S89°12'20"W 772.43 feet; thence N02°36'25"W 961.18 feet; thence N89°12'20"E 670.83 feet; thence S02°42'22"E 415.11 feet; thence N89°12'20"E 60.00 feet; thence S00°47'40"E 213.97 feet; thence S53°26'34"W 78.58 feet; thence S23°53'12"E 310.84 feet to the point of beginning. Excepting therefrom that part previously dedicated as Prairie Village Drive and 42nd Avenue. Containing 13.286 acres.



Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C1	175°27'22"	419.82	1285.56	10581.97	S00°27'07"E	838.98	S87°16'34"W S88°10'48"E
C2	14°15'52"	419.82	104.52	52.53	N75°40'15"E	104.25	N82°48'11"E N68°32'19"E
C3	198°17'05"	353.82	1224.47	2198.57	N11°51'58"W	698.65	N87°16'34"E S68°59'29"W

Line Table		
Line #	Length	Direction
L1	48.11	S87°17'38"W
L2	48.11	N87°17'38"E
L3	6.20	S02°42'22"E
L4	66.04	N89°12'20"E
L5	8.40	N02°42'22"W
L6	115.05	S89°12'20"W
L7	35.63	S23°53'12"E
L8	66.07	S23°53'12"E



Scale: 1" = 150'
 Drawn By: SCB
 DATE: 6-3-2016
 2015.0126.01

Condominium Boundary Exhibit
 PRAIRIE VILLAGE WEST
 ADDITION NO. 1
 CONDOMINIUM
 Pleasant Prairie, Wisconsin

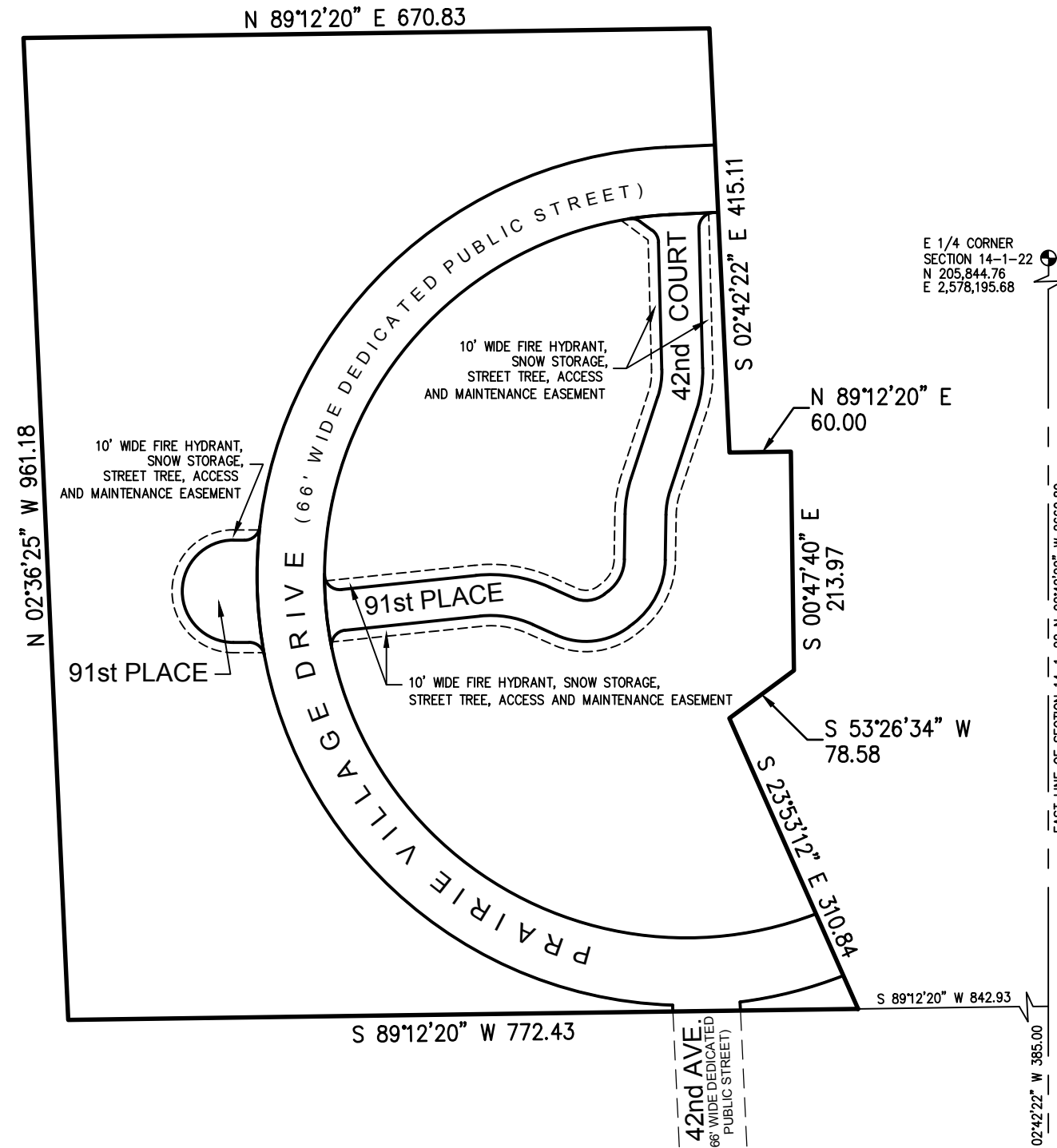
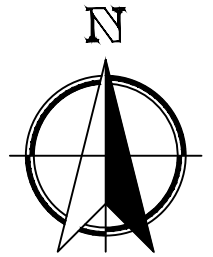


Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
 Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

Exhibit B

10' WIDE FIRE HYDRANT, SNOW STORAGE, STREET TREE, ACCESS AND MAINTENANCE EASEMENT

Being part of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: 10' Wide Fire Hydrant, Snow Storage, Street Tree, Access and Maintenance Easement on either side of the 91st Place and 42nd Court rights-of-ways.



E 1/4 CORNER
SECTION 14-1-22
N 205,844.76
E 2,578,195.68

SE CORNER
SECTION 14-1-22
N 203,186.93
E 2,578,321.31

Scale: 1" = 150'
Drawn By: SCB
DATE: 6-9-2016
2015.0126.01

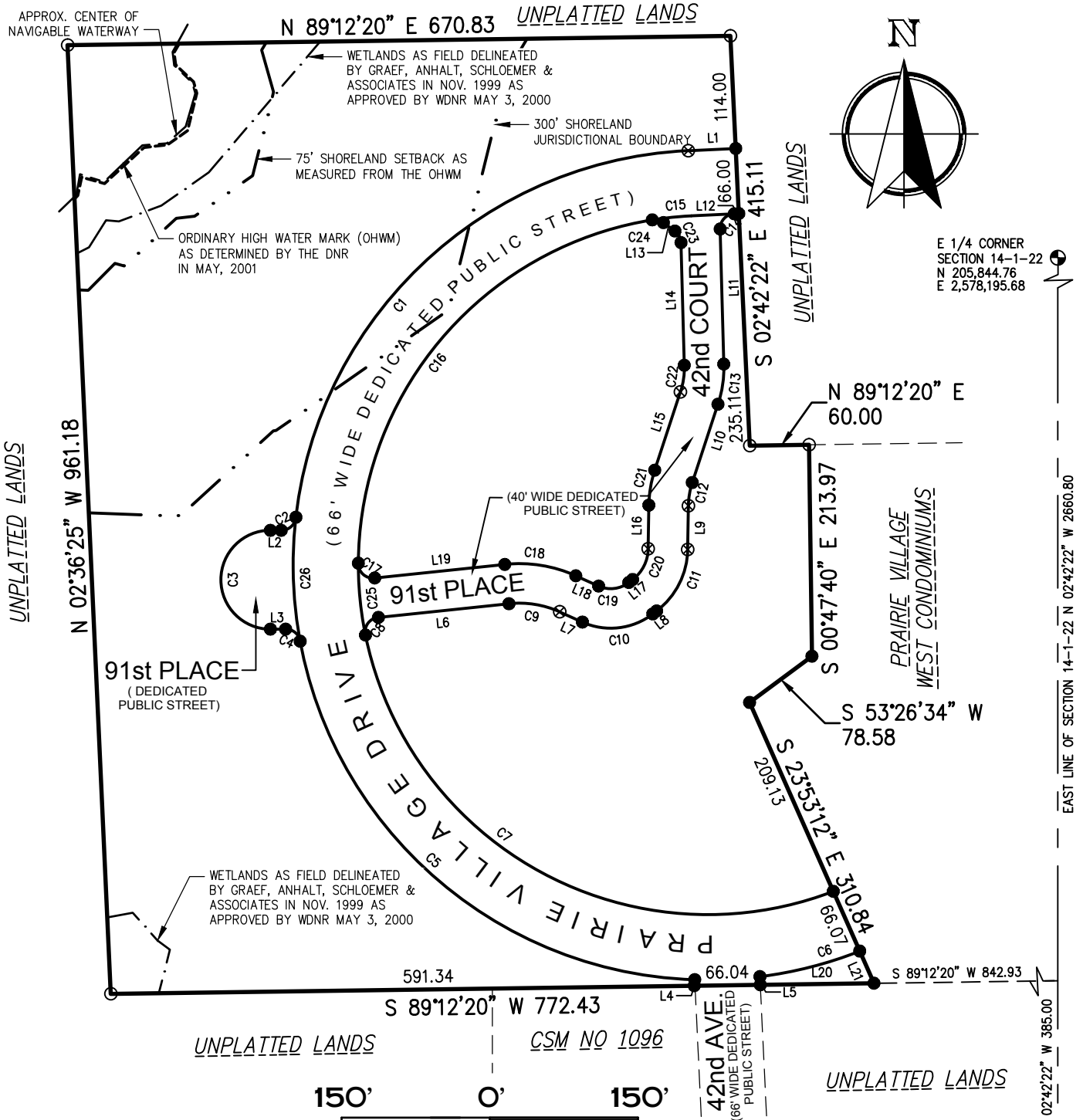
Fire Hydrant, Snow Storage Street Tree,
Access and Maintenance Exhibit
PRAIRIE VILLAGE WEST
ADDITION NO. 1 CONDOMINIUM
Pleasant Prairie, Wisconsin



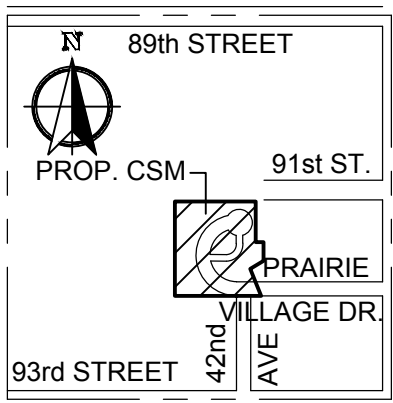
Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbosc.net

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
 CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
 PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LOCATION MAP



SE 1/4 OF SEC. 14-1-22

SCALE 1"=150'

NOTES:

ZONING OF PARCELS IS R-10 (PUD) AND C-1

OWNER: PRAIRIE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC. 9191 41ST AVENUE, KENOSHA, WI 53142

SURVEYOR: NIELSEN MADSEN & BARBER, S.C. 1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927. THE EAST LINE OF SECTION 14-1-22 IS ASSUMED TO BEAR N 02°42'22" W.

LEGEND:

- 1" O.D. IRON PIPE FOUND
- ⊗ CHISEL "+" SET
- 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
- ⊕ 6" CONC. MON. W / BRASS CAP FOUND

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
 CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
 PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C1	80°39'29"	419.82	591.00	356.40	S46° 56' 49"W	543.40	S87°16'34"W S06°37'05"W
C2	83°22'55"	15.00	21.83	13.36	S48° 18' 32"W	19.95	N90°00'00"W S06°37'05"W
C3	180°00'00"	50.00	157.08	INFINITY	S00° 00' 00"E	100.00	N90°00'00"W N90°00'00"E
C4	79°24'48"	15.00	20.79	12.46	S50° 17' 36"E	19.17	S10°35'12"E N90°00'00"E
C5	77°35'36"	419.82	568.54	337.50	S49° 23' 00"E	526.08	S10°35'12"E S88°10'48"E
C6	14°15'52"	419.82	104.52	52.53	N75° 40' 15"E	104.25	N82°48'11"E N68°32'19"E
C7	99°26'54"	353.82	614.13	417.57	S61° 17' 04"E	539.89	S11°33'37"E N68°59'29"E
C8	95°35'30"	15.00	25.03	16.54	S36° 14' 09"W	22.22	S84°01'54"W S11°33'37"E
C9	30°08'10"	100.00	52.60	26.92	N80° 54' 01"W	51.99	N65°49'56"W S84°01'54"W
C10	61°36'47"	70.00	75.27	41.74	S83° 21' 41"W	71.70	S52°33'18"W N65°49'56"W
C11	51°35'46"	80.00	72.04	38.67	S26° 45' 25"W	69.63	S00°57'32"W S52°33'18"W
C12	17°11'12"	80.00	24.00	12.09	S09° 33' 08"W	23.91	S18°08'44"W S00°57'32"W
C13	19°40'46"	120.00	41.22	20.81	S08° 18' 20"W	41.01	S01°32'03"E S18°08'44"W
C14	88°49'41"	15.00	23.26	14.70	S42° 52' 48"W	21.00	S87°17'38"W S01°32'03"E
C15	6°26'14"	353.82	39.75	19.90	S84° 03' 27"W	39.73	S87°16'34"W S80°50'20"W
C16	80°32'26"	353.82	497.36	299.75	S40° 34' 08"W	457.41	S80°50'20"W S00°17'55"W
C17	96°16'01"	15.00	25.20	16.74	N47° 50' 06"W	22.34	S84°01'54"W N00°17'55"E
C18	30°08'10"	140.00	73.64	37.69	N80° 54' 01"W	72.79	N65°49'56"W S84°01'54"W
C19	61°36'47"	30.00	32.26	17.89	S83° 21' 41"W	30.73	S52°33'18"W N65°49'56"W
C20	51°35'46"	40.00	36.02	19.34	S26° 45' 25"W	34.82	S00°57'32"W S52°33'18"W
C21	17°11'12"	120.00	36.00	18.13	S09° 33' 08"W	35.86	S18°08'44"W S00°57'32"W
C22	19°40'46"	80.00	27.48	13.88	S08° 18' 20"W	27.34	S01°32'03"E S18°08'44"W
C23	52°15'27"	15.00	13.68	7.36	S27° 39' 46"E	13.21	S53°47'29"E S01°32'03"E
C24	45°22'10"	15.00	11.88	6.27	S76° 28' 34"E	11.57	N80°50'20"E S53°47'29"E
C25	11°51'31"	353.82	73.23	36.75	S05° 37' 51"E	73.10	S00°17'55"W S11°33'37"E
C26	17°12'17"	419.82	126.06	63.51	S01° 59' 04"E	125.59	S06°37'05"W S10°35'12"E

Parcel Line Table		
Line #	Length	Direction
L1	48.11	S87° 17' 38"W
L2	10.89	N90° 00' 00"W
L3	15.39	N90° 00' 00"E
L4	6.20	S02° 42' 22"E
L5	8.38	S02° 42' 22"E
L6	132.80	S84° 01' 54"W
L7	25.29	N65° 49' 56"W
L8	4.92	S52° 33' 18"W
L9	44.26	S00° 57' 32"W

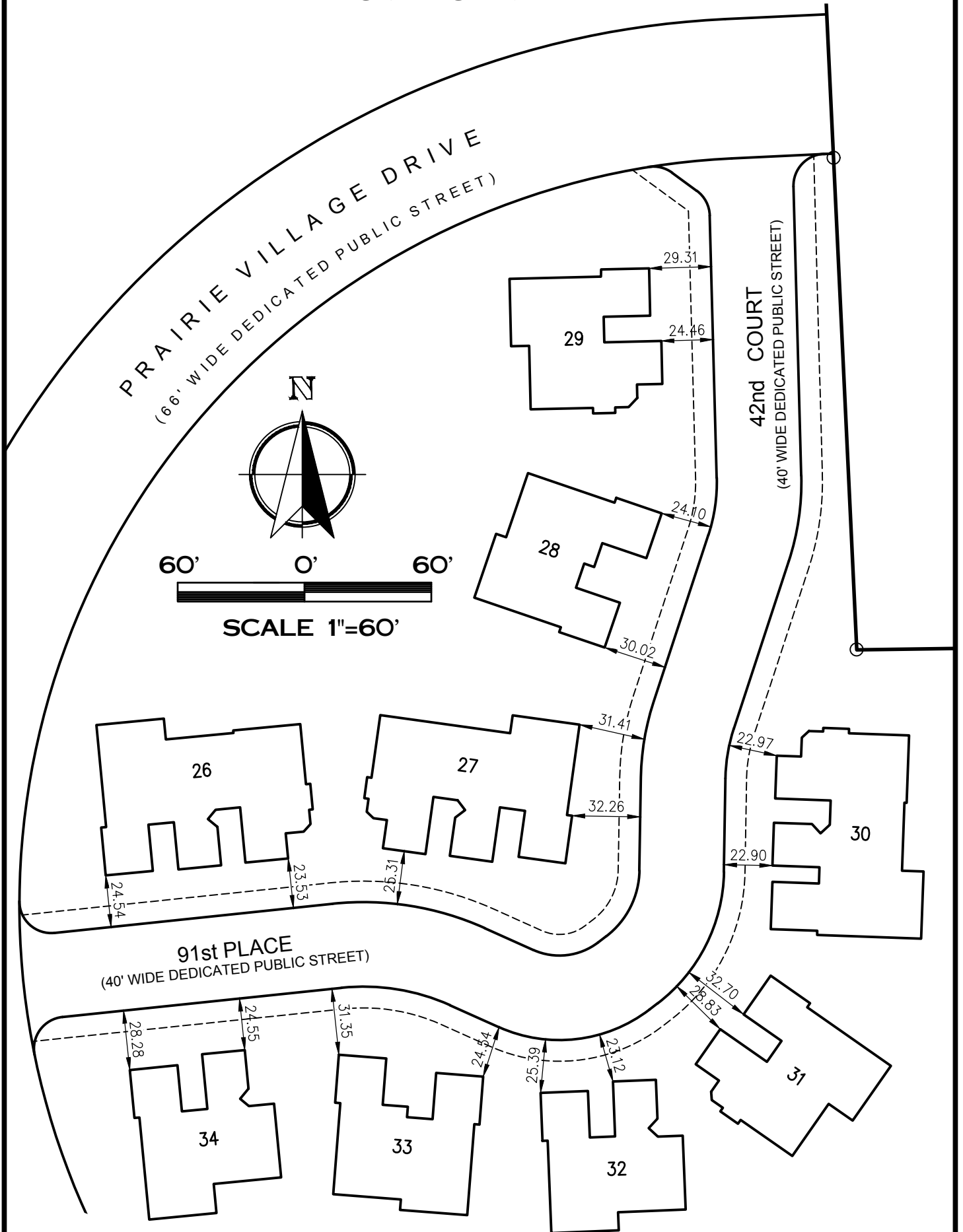
Parcel Line Table		
Line #	Length	Direction
L10	83.34	S18° 08' 44"W
L11	136.83	S01° 32' 03"E
L12	4.57	S87° 17' 38"W
L13	14.47	S53° 47' 29"E
L14	124.16	S01° 32' 03"E
L15	83.34	S18° 08' 44"W
L16	44.26	S00° 57' 32"W
L17	4.92	S52° 33' 18"W
L18	25.29	N65° 49' 56"W

Parcel Line Table		
Line #	Length	Direction
L19	132.38	S84° 01' 54"W
L20	115.05	N89° 12' 20"E
L21	35.63	N23° 53' 12"W

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

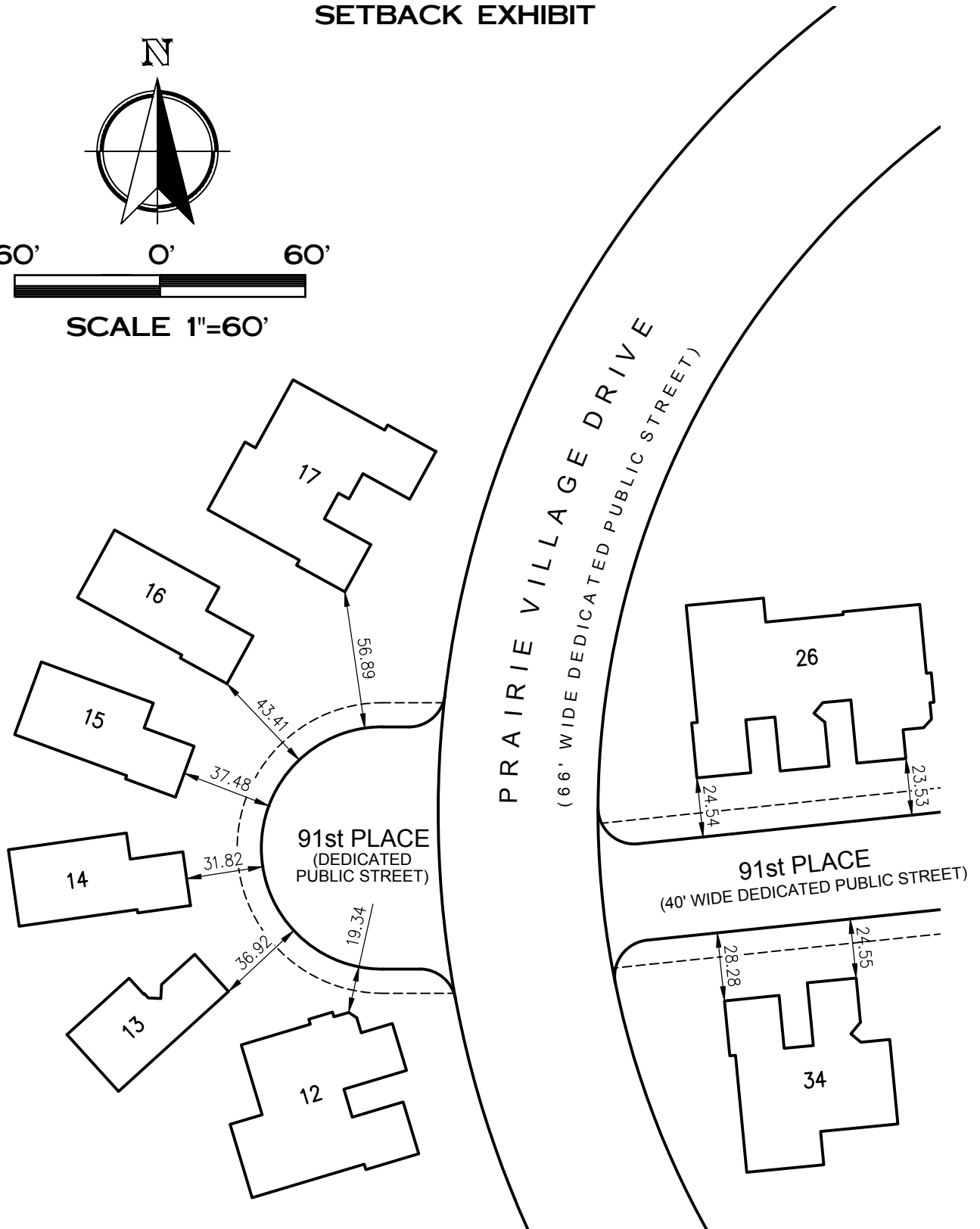
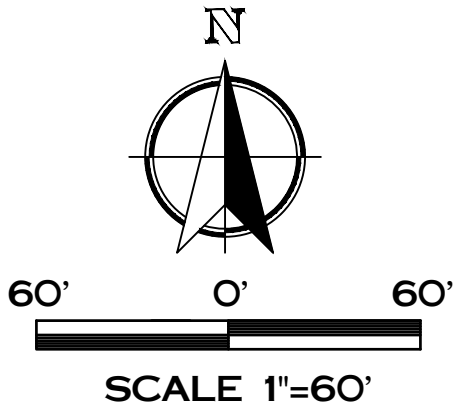
91ST PLACE AND 42ND COURT PUBLIC ROADWAY SETBACK EXHIBIT



CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

91st PLACE PUBLIC ROADWAY SETBACK EXHIBIT

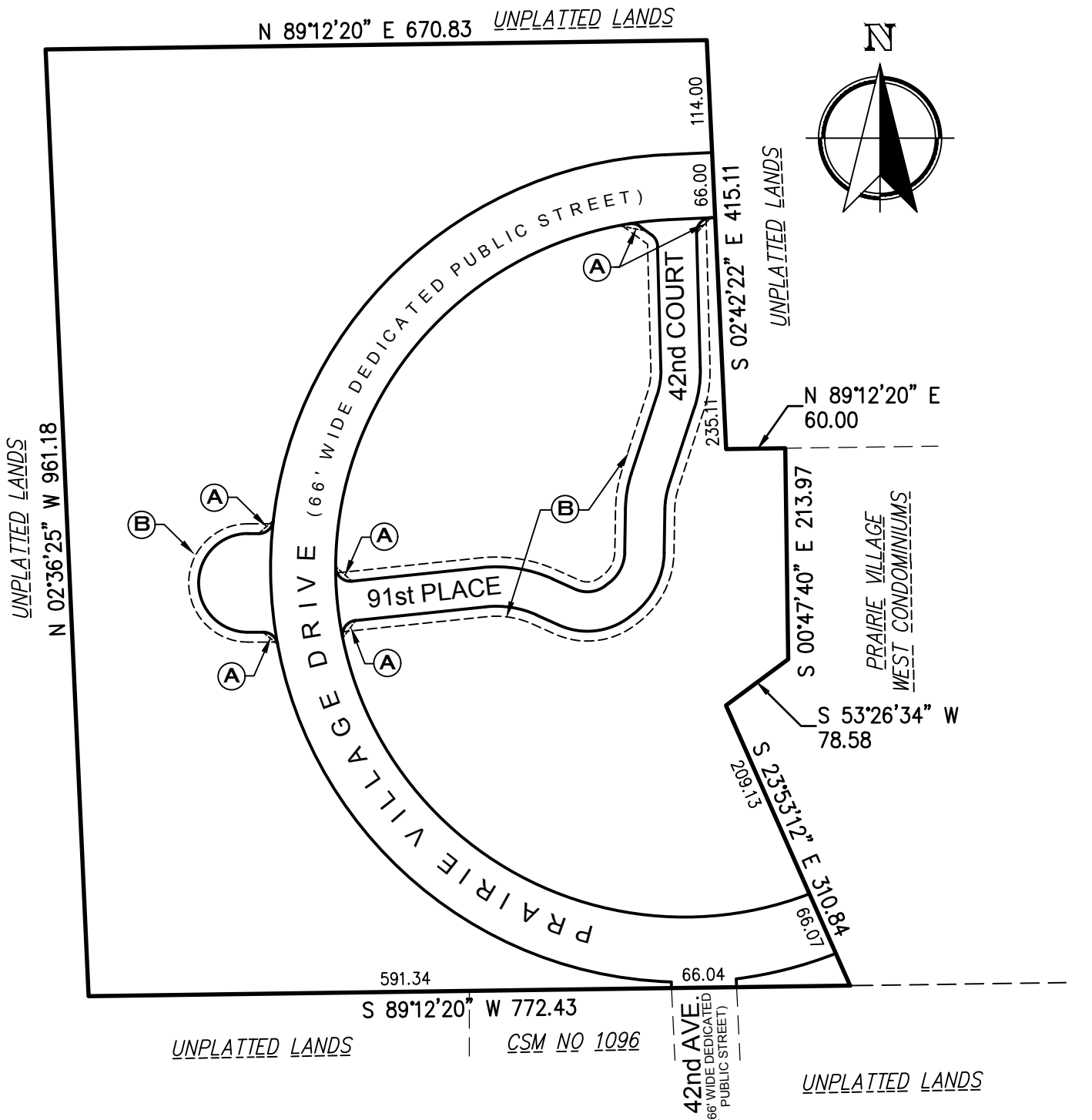


CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
 CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
 PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATION AND EASEMENT PROVISIONS

**DEDICATED FIRE HYDRANT, SNOW STORAGE, STREET TREE,
 ACCESS AND MAINTENANCE EASEMENT
 DEDICATED 15'x15' VISION TRIANGLE EASEMENT**



- (A) DEDICATED 15'x15' VISION TRIANGLE EASEMENT
- (B) DEDICATED 10' WIDE FIRE HYDRANT, SNOW STORAGE, STREET TREE, ACCESS AND MAINTENANCE EASEMENT. (RECORDED VIA SEPARATE DOCUMENT)

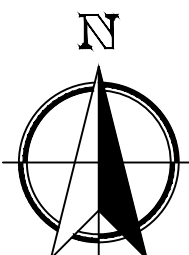
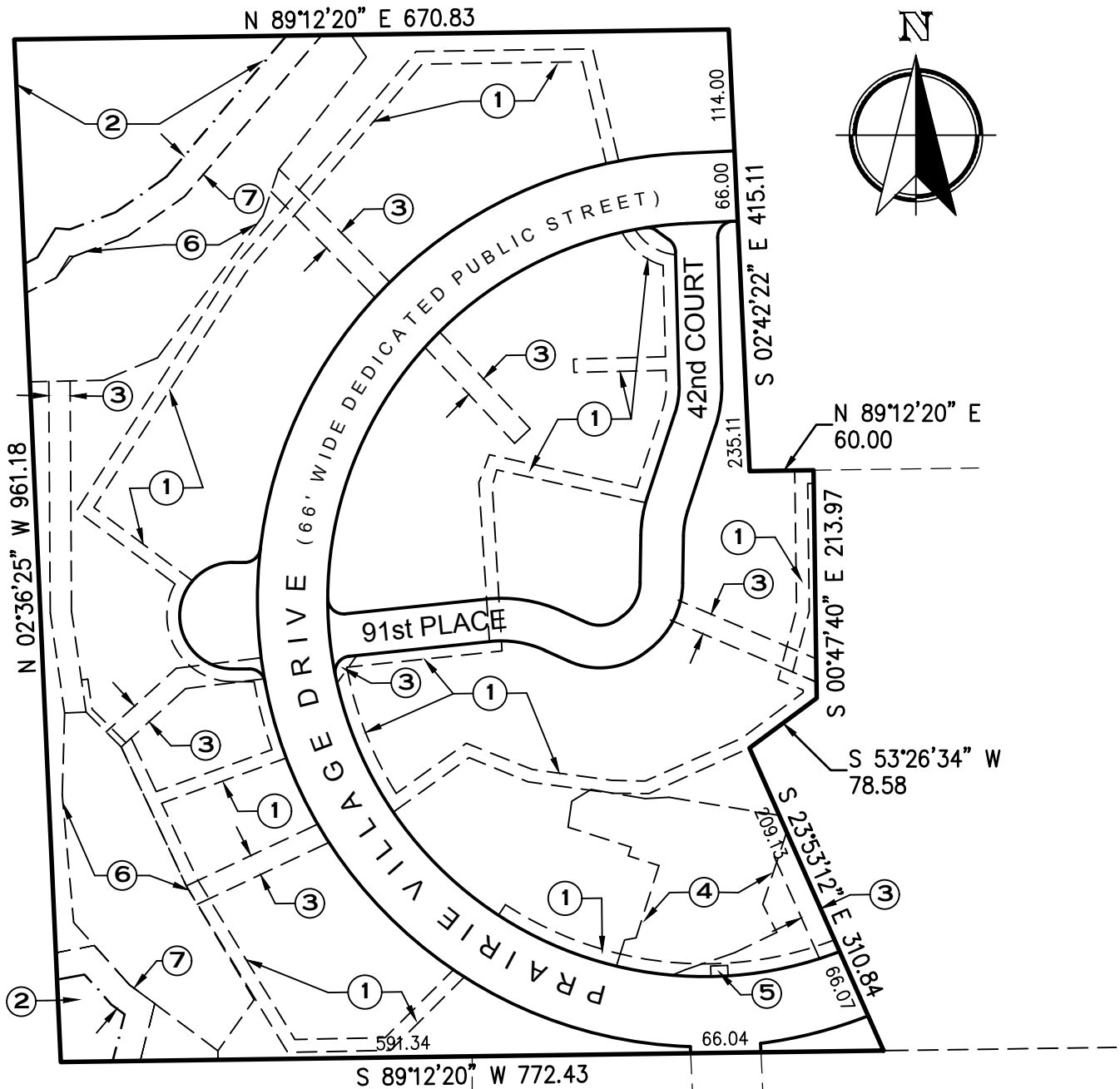
150' 0' 150'

SCALE 1"=150'

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

EASEMENTS AND RESTRICTIONS PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT



- ① DEDICATED 12' WIDE UTILITY, ACCESS AND MAINTENANCE EASEMENT.
(AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ② DEDICATED WETLAND PRESERVATION EASEMENT.
(AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ③ DEDICATED 20' WIDE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT.
(AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ④ DEDICATED TREE PRESERVATION, ACCESS AND MAINTENANCE EASEMENT.
(AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ⑤ DEDICATED 10'x16' LANDSCAPING, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT.
(AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ⑥ DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT.
(AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)
- ⑦ DEDICATED 25' WIDE VEGETATIVE BUFFER ZONE
(AS RECORDED ON CONDOMINIUM PLAT OF PRAIRIE VILLAGE WEST ADD. NO. 1)



SCALE 1"=150'

Date: January 18, 2016 Revised September 26, 2016
This Instrument was drafted by Mark R. Madsen
2015.0126.01.DWG

SHEET 6 OF 16 SHEETS

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NEW EASEMENT DEDICATIONS

DEDICATED PUBLIC STREET

The fee interest in the areas shown as a Dedicated Public Street on this CSM (42nd Court and 91st Place) are being dedicated, given, granted and conveyed by the Prairie Village West Condominium Association, Inc. (hereinafter referred to as the "Association") to the Village of Pleasant Prairie, its successors and assigns (hereinafter referred to as the "Village") for the inspection, construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, curbs and gutters, sidewalks (if required by the Village), street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM granted to the Association for street terrace grading, placing topsoil and seeding, street trees and other landscaping planting and the snow clearance, maintenance, repair and replacement of driveways in the area between the roadway and their properties as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and (2) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM granted to the Association for the planting and maintenance of grass and street trees and for the snow removal and construction, installation, repair, replacement, maintenance and use of such driveways in the area between the public roadway and the adjacent properties as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village, but not the obligation to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions unless such costs are assessed to the abutting properties). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets, or the Association, or of the Owners, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Association (Owners) shall be financially responsible for all costs associated with the construction, installation, repair, alteration, replacement and snow removal of the private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace and easement areas; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities, maintenance of the private storm water drainage and off-site retention basins to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and development maintenance in accordance with the terms and conditions of the Village's Land Division and Development Control, Zoning Ordinances and other Municipal Code Ordinances.

DEDICATED 15'x15' VISION TRIANGLE EASEMENT (A)

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

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NEW EASEMENT DEDICATIONS

DEDICATED 10' WIDE FIRE HYDRANT, SNOW STORAGE, STREET TREE, ACCESS AND MAINTENANCE EASEMENT (B)

Nonexclusive easements coextensive with the areas shown on this CSM as a 10' Wide Dedicated Fire Hydrant, Snow Storage, Street Tree, Access and Maintenance Easement are hereby dedicated, given, granted, and conveyed by the Prairie Village West Condominium Association, Inc. to the Village for the inspection, construction, repair, alteration, replacement and maintenance of public fire hydrants and related appurtenance improvements, uses and purposes, public street tree removal and planting, staking, pruning, watering and other general maintenance and for all related ingress and egress, including inspection, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. In the event of any conflict between the rights of the Village under these Easements or the Association, or of the Owners, pursuant to the Easements retained herein, the rights of the Village shall be deemed to be superior. The Association shall be responsible for all costs associated with grading, planting and installing street trees, providing mulch, trimming and pruning, removing any dead trees and replacement of trees within these nonexclusive easement areas in accordance with the master landscaping plan previously approved by the Village.

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT (EASEMENT TEXT MODIFIED VIA THIS CSM)

DEDICATED WETLAND PRESERVATION, PROTECTION, ACCESS AND MAINTENANCE EASEMENT (EASEMENT 2 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)

A nonexclusive easement coextensive with the areas shown on this CSM as a Dedicated Wetland Preservation, Protection, Access and Maintenance Easement areas were dedicated, given, granted and conveyed by Stanich Builders, Inc. to the PVWC Association for the purposes of protecting and maintaining wetland conservancy areas and for all related ingress and egress. In the event of any conflict between the rights of Prairie Village West Condominium Association, Inc. pursuant to this easement and the rights of the Village, the rights of the Village shall be deemed to be superior.

20' WIDE DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT (EASEMENT 3 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)

A nonexclusive easement coextensive with the areas shown on this CSM as a 20' Wide Dedicated Storm Water Management, Access and Maintenance Easement were dedicated, given, granted and conveyed by Stanich Builders, Inc. to the PVWC Association for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Association on which such easement is located as will not interfere with the improvements as they relate to the easement. In the event of any conflict between the rights of the Condominium Association, the rights of the Village or other entities with respect to the 20' Wide Dedicated Storm Water Management, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Condominium Association shall be responsible for all costs associated with the construction and maintenance of the storm sewer and drainageway improvements contained within the exclusive easement. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be invoiced by the Village as a special charge against the Condominium Association and any other properties using the easement area or said improvements.

The easement rights include the right to enter upon the condominium lands within the 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part or portion of such storm sewer mains for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground utilities and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.

This grant is further subject to the condition that the Condominium Association shall, at their expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Condominium Association shall restore the easement area to its prior grade and condition including any restoration such as and without limitation, the replacement of pavement, concrete curbs and gutters, sidewalks, signage, landscaping or landscaped islands or any other improvements requiring repair resulting from such reconstruction and repair.

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT (EASEMENT TEXT MODIFIED VIA THIS CSM)

DEDICATED TREE PRESERVATION, ACCESS AND MAINTENANCE EASEMENT (EASEMENT 4 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)

Nonexclusive easements coextensive with the areas shown on this CSM as a Dedicated Tree Preservation, Access and Maintenance Easement were dedicated, given, granted and conveyed by Stanich Builders, Inc. to the PVWC Association for the purposes of tree preservation, protection and replanting purposes. In the event of any conflict between the rights of the Condominium Association and the rights of the Village or other entities with respect to the Dedicated Tree Preservation, Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Condominium Owners shall be responsible for all costs associated with the maintenance and replanting of trees within this easement.

10'x16' DEDICATED LANDSCAPING, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT (EASEMENT 5 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)

Nonexclusive easements coextensive with the area shown as a 10' X 16' Dedicated Landscaping, Signage, Access and Maintenance Easement was dedicated, given, granted and conveyed by Stanich Builders, Inc. to the PVWC Association for the purposes of placing, constructing, installing, repairing, replacing and maintaining monument signage benefiting the Prairie Village West Addition No. 1 Condominium; and for all ingress, egress, planting, installing, replacing and maintaining related landscape elements. This Dedicated Landscaping, Signage, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use, planting, care and maintenance of the easement areas will not interfere with the improvements, uses and purposes of the Condominium Owners and the Village as it relates to the easement. In the event of any conflict between the rights of the Condominium Owners, the rights of the Village and the rights of other entities with respect to the Dedicated Landscaping, Signage, Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easements. The easement rights include the perpetual right to enter upon the Condominium Lands within the Dedicated Landscaping, Signage, Access and Maintenance Easement area at any time that it may see fit, to use, maintain, repair, alter or reconstruct the signage and related improvements.

DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT AREAS (EASEMENT 6 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)

Non-exclusive easements coextensive with the areas shown on this CSM as Dedicated Storm Water Management, Access and Maintenance Areas shall be protected and maintained as a storm water retention / detention basins and that no filling or other activity or condition detrimental to its function as storm water detention basins shall occur or exist within such areas or on any surrounding land shown on Prairie Village West Addition No. 1 Condominium Plat without written approval of the Village. This covenant shall run with the land, shall be binding upon the Condominium Owners, their successors, assigns and successors-in-title, in their capacity as Owners, and shall benefit and be enforceable by the Village, and by the Condominium Association. Prairie Village West Condominium Association, Inc. shall perform the required storm water and retention/detention basins protection and maintenance functions within the Condominium, without compensation and to the satisfaction of the Village.

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT (EASEMENT TEXT MODIFIED VIA THIS CSM)

DEDICATED 25' WIDE VEGETATIVE BUFFER ZONE (EASEMENT 7 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)

Nonexclusive easements coextensive with the areas shown on this CSM as a Dedicated 25' Wide Vegetative Buffer Zones were dedicated, given, granted and conveyed by Stanich Builders, Inc. to the PVWC Association for the purposes of vegetative preservation, protection and replanting purposes. In the event of any conflict between the rights of the Condominium Owners and the rights of the Village or other entities with respect to the Dedicated 25' Wide Vegetative Buffer Zone, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Condominium Association shall be responsible for all costs associated with the maintenance and replanting of vegetation within this easement.

DEDICATED 12' WIDE UTILITY EASEMENT AREAS (EASEMENT 10 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)

Nonexclusive easements coextensive with the areas shown on this CSM as Dedicated 12' wide Utility Easement Areas were dedicated, given, granted and conveyed by Stanich Builders Inc. to Wisconsin Electric Power Company, AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communication Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium and for any related ingress and egress. This easement shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required which may be interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communication Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communication facilities, to be installed in public street rights-of-way and private roadway easement areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communication company shall be responsible for promptly restoring the public street areas and public roadway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public roadway areas to a vegetatively stabilized condition, the Condominium Association shall be ultimately responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communication companies in such public street areas, the Village's rights shall be deemed to be superior.

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT (EASEMENT TEXT MODIFIED VIA THIS CSM)

DEDICATED PUBLIC STREET (PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT AND WITHIN THIS C.S.M.)

The fee interest in the areas shown as a Dedicated Public Street on this CSM was dedicated, given, granted and conveyed by Stanich Builders, Inc. to the Village of Pleasant Prairie, its successors and assigns (referred to as the "Village") for the construction, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavements, curbs and gutters, sidewalks, street signs, street lights, bike lanes, sanitary sewage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communication facilities, street terrace grading, topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM and granted to the adjacent Condominium Owners for street terrace grading, placing topsoil and seeding, street trees and other landscaping planting, snow clearance, maintenance, repair and replacement of sidewalks, and for the construction, installation, repair, replacement, maintenance and use of such driveways and sidewalks in the area between the roadway and their properties as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets, the Association, or of the Condominium Owners, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

Prairie Village West Condominium Association, Inc. shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace and easement areas; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; installation and maintenance of mailboxes; extensions and maintenance of private utility and communication facilities, maintenance of the private storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and development maintenance in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of the Site and Operational Plan approvals.

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. The Condominium Owners hereby covenant that the Dedicated 15'x15' Vision Triangle Easement areas shown on this CSM hereby places restrictions on the referenced land areas because of the location of these Easements which were given, granted and conveyed by the Condominium Owners to maintain a clear sight line of vision for each intersection identified. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.
2. The Condominium Owners hereby covenant that the Prairie Village West Condominium Association, Inc. shall have the obligation of protecting and preserving the Wetland Preservation, Protection, Access and Maintenance Easement areas shown on the Prairie Village West Addition No. 1 Condominium Plat. Such preservation and maintenance shall include without limitation and as needed, removing of dead, dying or decayed trees, plant material or evasive species; re-planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources; and removing of trash and debris in order to prevent a nuisance condition. No mowing or cutting of the wetland vegetation shall be allowed without the permission of the Village. No signage or fences shall be erected within the Wetland Preservation, Protection, Access and Maintenance Easement which may cause damage to the wetland area. The covenant shall run with the land and shall be binding upon the Condominium Owners, their successors, assigns and successors-in-title of the lands, in their capacity as Owners of such land, and shall benefit and be enforceable by the Village. Prairie Village West Condominium Association, Inc. shall perform such maintenance as may be needed, without compensation and to the satisfaction of the Village. This covenant will not restrict or prohibit the Condominium Owners from seeking and obtaining the required permits and approvals from the appropriate Federal or State agencies having jurisdiction to fill or adjust the wetland areas insofar as the appropriate permits and approvals are obtained from the Federal, State and Village agencies prior to commencing any wetland disturbing or fill activities.

To the extent that the Village performs any such wetland related maintenance activities on behalf of the Condominium, the Condominium Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions as referenced on this CSM, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

3. The Condominium Owners hereby covenant that the Condominium Owners shall have the obligation of planting, maintaining and replacing the Street Trees located within the Prairie Village Drive, 42nd Court and 91st Place right-of-ways and easement areas shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mailboxes, parking areas, structures or fences shall be erected within the right-of-ways and easement areas, which might damage the street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Condominium Owners, their successors, successors and assigns and successors-in-title of the land, in their capacity as the Owners, and shall benefit and be enforceable by the Village. Such street tree planting and maintenance shall be performed regularly by the Prairie Village West Condominium Association, Inc., without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such street tree replanting or related maintenance activities on behalf of the landowner, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions as referenced on this CSM, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

4. The Condominium Owners hereby covenant that the Prairie Village West Condominium Association, Inc. shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, and snow removal of the private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace and easement areas; installation and maintenance of mailboxes; extensions and maintenance of private utility and communication facilities; storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of the Site and Operational Plan approvals, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities on behalf of the landowner, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or other similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions as referenced on this CSM, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:

THAT I have prepared this Certified Survey Map at the direction of the OWNER; THAT the exterior boundaries are described as being part of Prairie Village West Addition No. 1 Condominium Plat, a recorded plat in the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 14 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the East Line of said Section 14 located N02°42'22"W 385.00 feet from the Southeast corner of said Section 14; thence S89°12'20"W 842.93 feet to the Southeast corner of said condominium plat and the point of beginning of this description; continue thence S89°12'20"W 772.43 feet along South line of said condominium plat; to the West line of said condominium plat; thence N02°36'25"W 961.18 feet along said West line to the North line of said condominium plat; thence N89°12'20"E 670.83 feet along said North line to the East line of said condominium plat; thence S02°42'22"E 415.11 feet along said West line; thence N89°12'20"E 60.00 feet along said East line; thence S00°47'40"E 213.97 feet along said East line; thence S53°26'34"W 78.58 feet along said East line; thence S23°53'12"E 310.84 feet along said East line to the South line of said condominium plat and the point of beginning. Containing 15.399 acres.

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

January 18, 2016

Mark R. Madsen, S-2271
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd., Suite 200
Racine, WI 53406
(262) 634-5588

OWNER'S CERTIFICATE OF DEDICATION

PRAIRIE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC., as Owner does hereby certify that it caused the land described on this Certified Survey Map to be surveyed, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

PRAIRIE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC

Signed: _____

Print Name: Ervin John Field, President

IN WITNESS WHEREOF, this ____ day of _____, 2016.

Witness: _____

CERTIFIED SURVEY MAP NO. _____

**PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

STATE OF _____)

ss.

COUNTY OF _____)

Personally came before me this _____ day of _____, 2016, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such _____ of said Limited Liability Corporation, and acknowledged that he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

My Commission Expires: _____

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this _____ day of _____, 2016.

Michael J. Serpe, Vice Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this _____ day of _____, 2016.

John P. Steinbrink, Village President

Attest: _____
Jane M. Romanowski, Village Clerk



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors

August 19, 2016

Ms. Jean Werbie - Harris
Community Development Director
Village of Pleasant Prairie
9915 – 39th Avenue
Pleasant Prairie, WI 53158

RE: Prairie Village West Condominium
Planned Unit Development Overlay & Zoning
Ordinance Variance Request
File No. 2015.0126.01

Dear Jean:

E. John Field, President of Prairie Village West Condominium Association, Inc. is hereby requesting the following:

- 1) An amendment to the current Planned Unit Development (PUD) overlay for the development to accommodate the proposed conversion of the private roadways within the site (91st Place and 42nd Court) from “privately-owned infrastructure” to “public right-of-ways”. Specifically, they are requesting the following “dimensional variances” from the Village of Pleasant Prairie Code of Ordinances:
 - a. Chapter 420-115 (G) “Setbacks” to allow a nineteen foot (19’) Streetyard setback measured from the building foundation wall to the back of curb within 91st Place and 42nd Court (dedicated public right-of-ways).

- 2) A variance from the Village’s Land Division and Development Control Ordinances to allow for sub-standard right-of-way widths for the newly dedicated (existing) public streets.
 - a. Specifically, they are requesting a variance from Section 395-60 (A) to allow for a 40’ wide right-of-way (in lieu of the 60’ minimum required) to ensure that the above-referenced roadway dedication(s) are not in conflict with State Statute 236.13 (2). Due to the existing conditions at the site and the fact that the development is a “condominium”, originally designed with private roadways and building setbacks from the back of curb in lieu of the right-of-way line, a right-of-



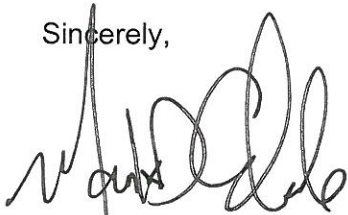
Ms. Jean Werbie - Harris
Prairie Village West Condominium
Planned Unit Development Overlay & Zoning
Ordinance Variance Request
August 19, 2016
Page 2

way, 40' feet in width, is all that can be accommodated at this site. This new right-of-way, in conjunction with the proposed 10' wide fire hydrant, snow storage, street tree access and maintenance easement (attached) will act as a 60' wide right-of-way per state statute.

Both requests are being made as part of the ongoing effort to transition the two private roadways within the condominium to publicly owned infrastructure.

If you have any questions or comments, please contact me at your earliest convenience.

Sincerely,



Mark D. Eberle, P.E.

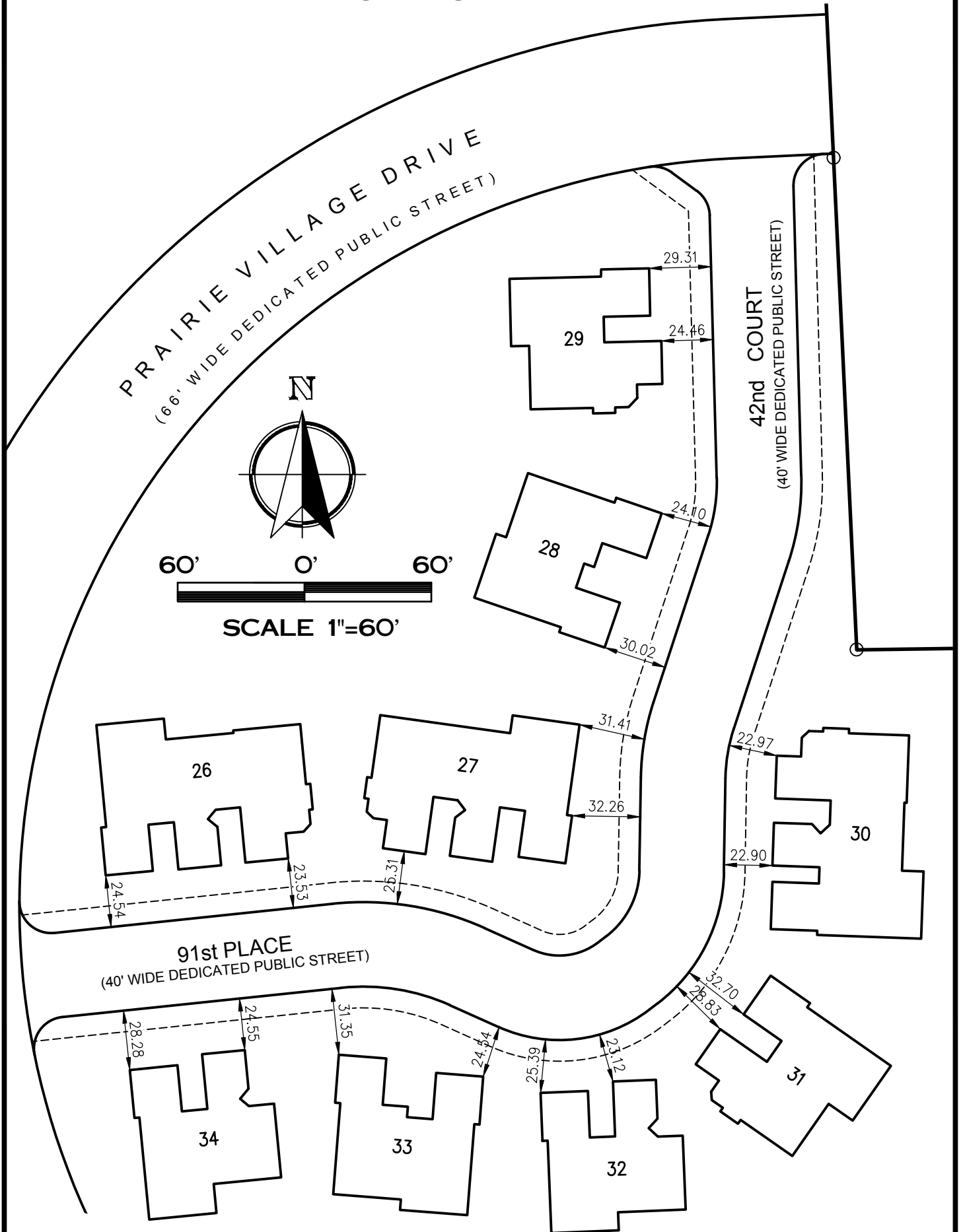
Enclosures

File: G:/2015 Docs/2015.0126.01/Permit Applications/VPP PUD Request (8-19-16)

CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

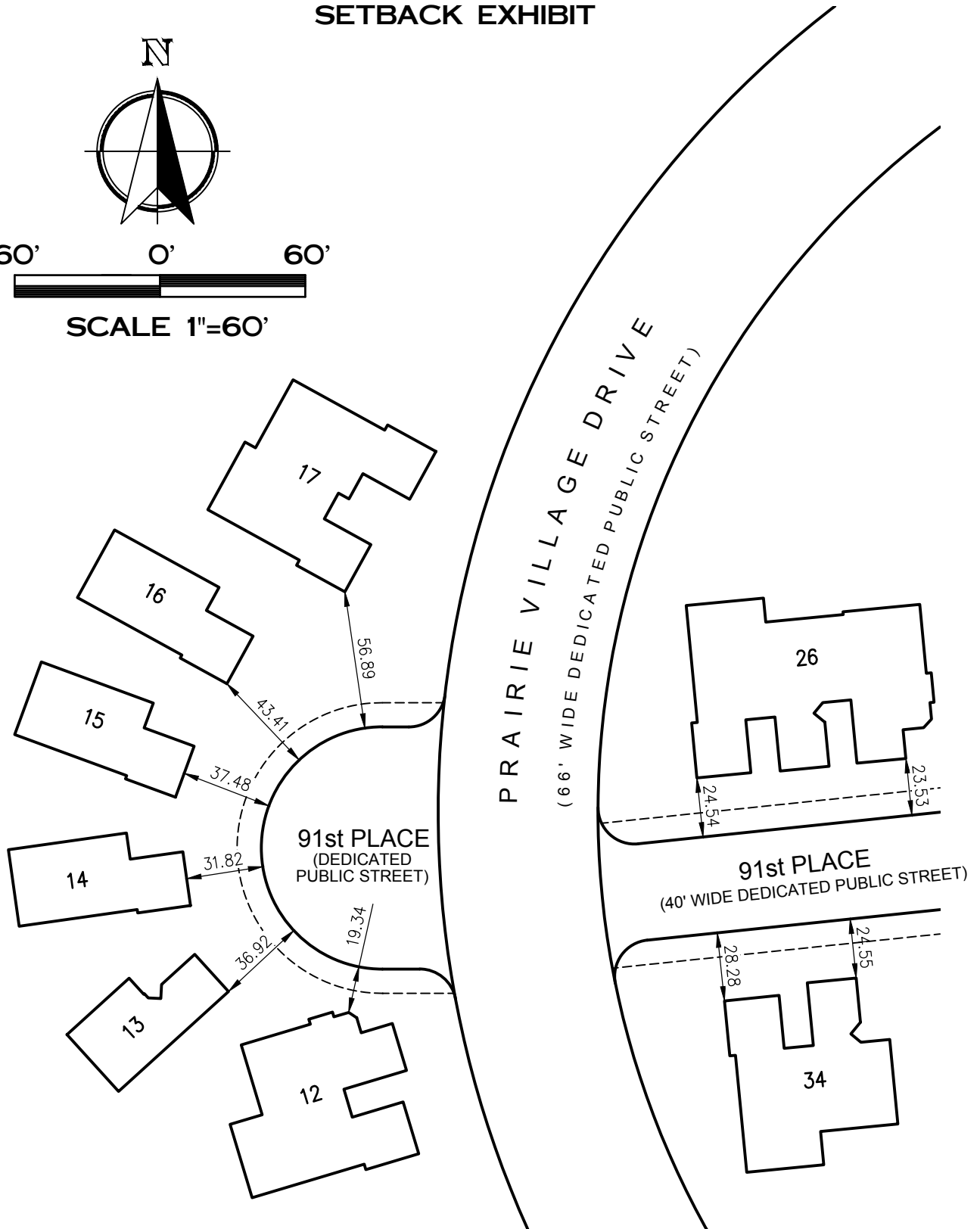
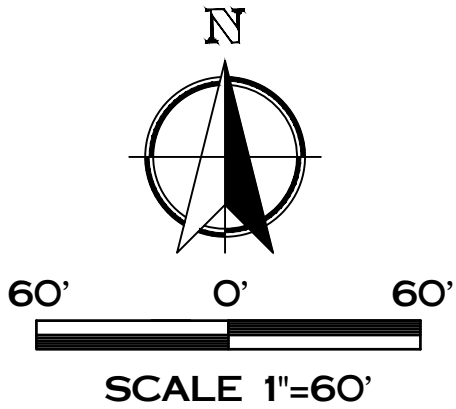
91ST PLACE AND 42ND COURT PUBLIC ROADWAY SETBACK EXHIBIT



CERTIFIED SURVEY MAP NO. _____

PUBLIC ROADWAY DEDICATION WITHIN PRAIRIE VILLAGE WEST ADDITION NO. 1
CONDOMINIUM PLAT BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

91st PLACE PUBLIC ROADWAY SETBACK EXHIBIT



Consider the request of Matt Carey, P.E. with Pinnacle Engineering, for approval of the **Recession of Trans 233 Restriction from Certified Survey Map 2178** related to the vacant property on the southeast corner of STH 165 and 80th Avenue in LakeView Corporate Park.

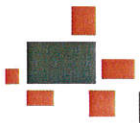
Recommendation: Plan Commission recommends that the Village Board approve the **Recession of Trans 233 Restriction from Certified Survey Map 2178** subject to the comments and conditions presented in the Village Staff Report of October 3, 2016.

VILLAGE STAFF REPORT OF OCTOBER 3, 2016

Consider the request of Matt Carey, P.E. with Pinnacle Engineering, for approval of the **Recession of Trans 233 Restriction from Certified Survey Map 2178** related to the vacant property on the southeast corner of STH 165 and 80th Avenue in LakeView Corporate Park.

The petitioner is requesting approval of a Correction Instrument to CSM 2178 for the Rescission of the Trans 233 Restriction related to the 50 foot high-way setback to STH 165 on the property located at the southeast corner of STH 165 and 80th Ave. (Proposed Doheny Enterprises property). Any buildings or structures and parking and maneuvering lanes on the site will be required to meet the Village Zoning Ordinance setback requirements.

Plan Commission recommends that the Village Board approve the Recession of Trans 233 Restriction from Certified Survey Map 2178 subject to the document being executed by all parties and recorded at the Kenosha County Register of Deeds Office within 30 days of Village Board approval.



9/16/2016

Jean Werbie-Harris
Village of Pleasant Prairie
9915 39th Ave
Pleasant Prairie, WI 53158

Re: Lakeview Corporate Park Site 40

Dear Ms. Werbie-Harris:

As requested, please accept this letter as a formal request to release the current, existing WisDOT Trans 233 setback for the Lakeview Lot 40 site located at the southeast corner of STH 165 and 80th Ave. The current setback runs along the north property line of the property.

Previous coordination with WisDOT has confirmed their release of this easement. WisDOT has provided the attached, signed "Recession of Trans 233 Restrictions" document that has also been signed by a licensed land surveyor (John Konopacki, Pinnacle Engineering Group). Page 2 of the document is to be signed and notarized by the Village of Pleasant Prairie. Finally, the document is to be sent to Kenosha County for recording.

It is our understanding that this item will need to go to Plan Commission and the Village Board prior to be approved.

If you should have any comments or questions, feel free to call us at 262-754-8888.

Sincerely,
PINNACLE ENGINEERING GROUP

Matt Carey, P.E.

Project Manager

**Correction Instrument
Rescission of Trans 233 Restrictions**

Wisconsin Department of Transportation

Pursuant to s.236.295(1)(a), Wis. Stats., I, Patricia Reikowski, authorized Wisconsin Department of Transportation representative, certify that in the plat of:

Legal Description:

Parcel 58 and Outlot 22 of Certified Survey Map No. 2178, recorded in the Kenosha County Register of Deeds office on March 29, 2000, as Document No. 1177146, being a redivision of Parcel 58 of Certified Survey Map No. 1935, in the Northwest 1/4 of the Northeast 1/4 of Section 28, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

This correction instrument is for the purpose of modifying the above document as follows:

To resind the 50 foot highway setback line and highway setback language.



Patricia A. Reikowski
(Authorized DOT Signature)

Patricia A. Reikowski
(Print Name)



[Signature]
(Surveyor Signature)

John P. Konopacki
(Print Name)

This space is reserved for recording data

Wisconsin Department of Transportation
Southeast Region
C/O Patricia Reikowski
141 NW Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number

92-4-122-281-0258
92-4-122-281-0222

State Approval Notary Certificate

State of Wisconsin)
Waukesha County) ss.
Subscribed and sworn to before me this date: 9-7-16
Susan M. King
(Signature, Notary Public, State of Wisconsin)
Susan M. King
(Print or Type Name, Notary Public, State of Wisconsin)
September 22, 2017
(Date Commission Expires)

Surveyor Notary Certificate

State of Wisconsin)
Waukesha County) ss.
Subscribed and sworn to before me this date: 9-12-16
Anthony S. Zanon
(Signature, Notary Public, State of Wisconsin)
Anthony S. Zanon
(Print or Type Name, Notary Public, State of Wisconsin)
July 25, 2017
(Date Commission Expires)

Approval Certification

City Approval Notary Certificate

(Date)

(Name of Local Government)
Approved for recording by the government identified above.

(Clerk Signature)

(Print or Type Name of Clerk)

State of Wisconsin)
) ss.
_____ County)

Subscribed and sworn to before me this date: _____

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)



Division of Transportation
System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662
E-Mail: waukesha.dtd@dot.wi.gov

EXHIBIT A

Parcel 58 and Outlot 22 of Certified Survey Map No. 2178, recorded in the Kenosha County Register of Deeds office on March 29, 2000, as Document No. 1177146, being a redivision of Parcel 58 of Certified Survey Map No. 1935, in the Northwest 1/4 of the Northeast 1/4 of Section 28, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

The Department of Transportation has reviewed your request to release the highway setback restriction/s and highway setback language on the above referenced property along State Trunk Highway "165" – 104th Street.

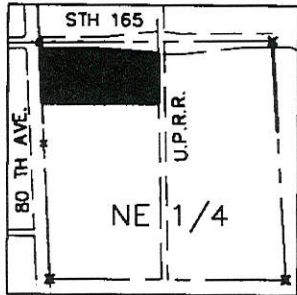
The Department hereby releases the above-mentioned restrictions.

It is required that this release be incorporated into a correction document under ss. 236.295 wis.stats., as an Exhibit


Tony Barth, SE Region Planning Chief

CERTIFIED SURVEY MAP No. 2178

BEING A REDIVISION OF PARCEL 58 OF C. S. M. No. 1935
IN THE NW 1/4 OF THE NE 1/4 OF SECTION 28,
TOWNSHIP 1 NORTH, RANGE 22 EAST,
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LOCATION MAP
SEC. 28, T 1 N, R 22 E
1" = 2000'

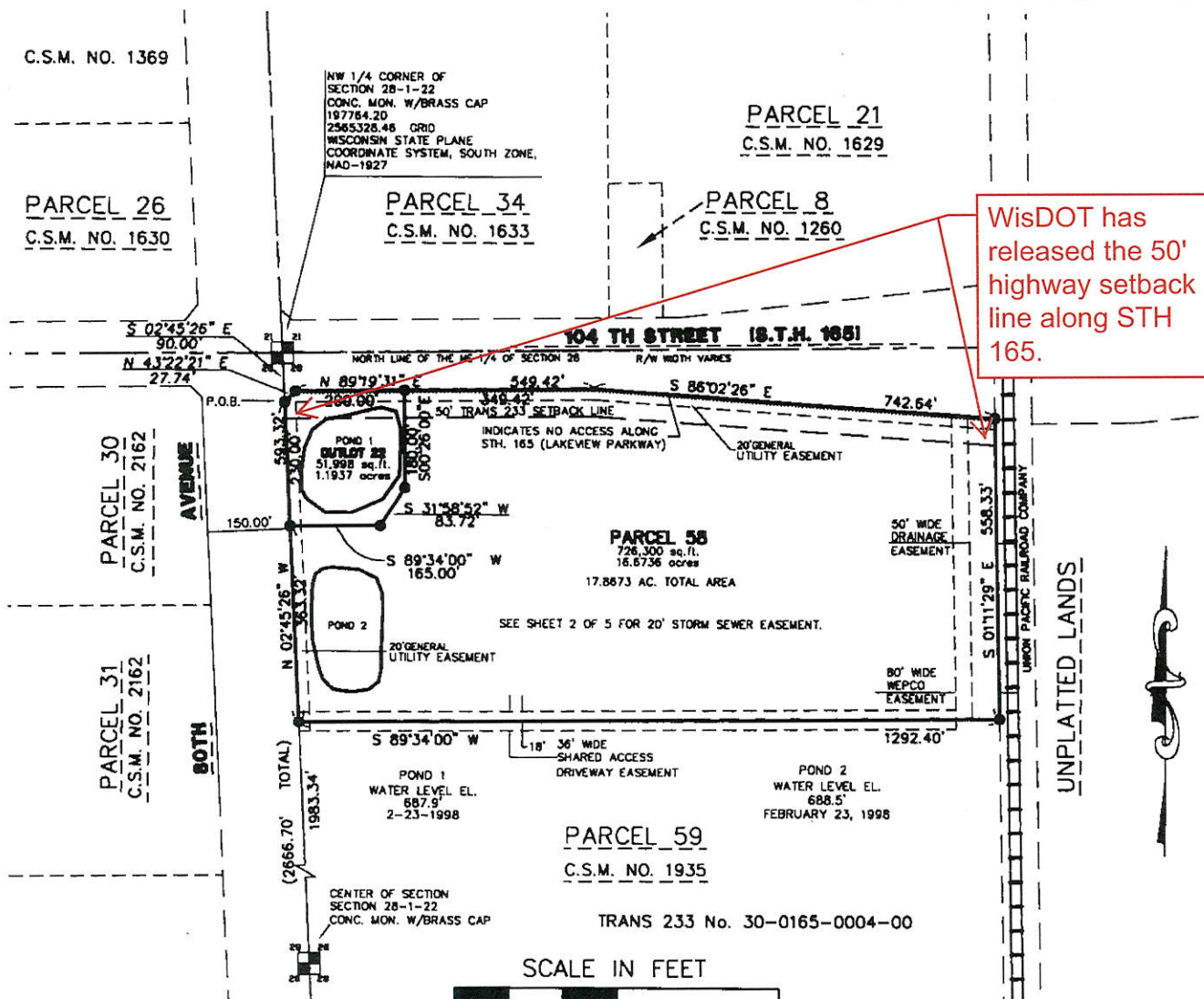


STS Consultants Ltd.
Consulting Engineers
11425 W. Lake Park Dr.
Milwaukee, WI 53224
414.359.3030

DOCUMENT NUMBER
1177146

CERTIFIED SURVEY MAP
REGISTERED

at Kenosha County, Kenosha, WI 53140
Louise I Principe, Register of Deeds
on 3/29/2000 at 1:43 PM
10623 \$18.00
SHF REQUIRED2



WisDOT has released the 50' highway setback line along STH 165.

NOTES & LEGEND:

- INDICATES 1"x24" IRON PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT.
- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD-1927. THE WEST LINE OF THE NE 1/4 OF SECTION 28-1-22 WAS USED AS N 02°45'26" W.
- PROJECT CONVERSION FACTOR: GRID → 1.0000045 = GROUND.
- SUBJECT TO EASEMENTS OF RECORD.
- PARCEL IS ACCESS RESTRICTED ALONG S.T.H. 165 TO VEHICULAR INGRESS/EGRESS.
- /////// INDICATES ACCESS RESTRICTED AREA.

PREPARED FOR:



WISPARK Corporation
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158-0180
(414) 857-4661



Robert C. Beilfuss
ROBERT C. BEILFUSS
REGISTERED LAND SURVEYOR
S-2072

SHEET 1 & 2 REVISED 2/25/00
DATED THIS 17TH DAY OF DECEMBER, 1999.
THIS INSTRUMENT WAS DRAFTED BY ROBERT C. BEILFUSS, S-2072, SHEET 1 OF 5

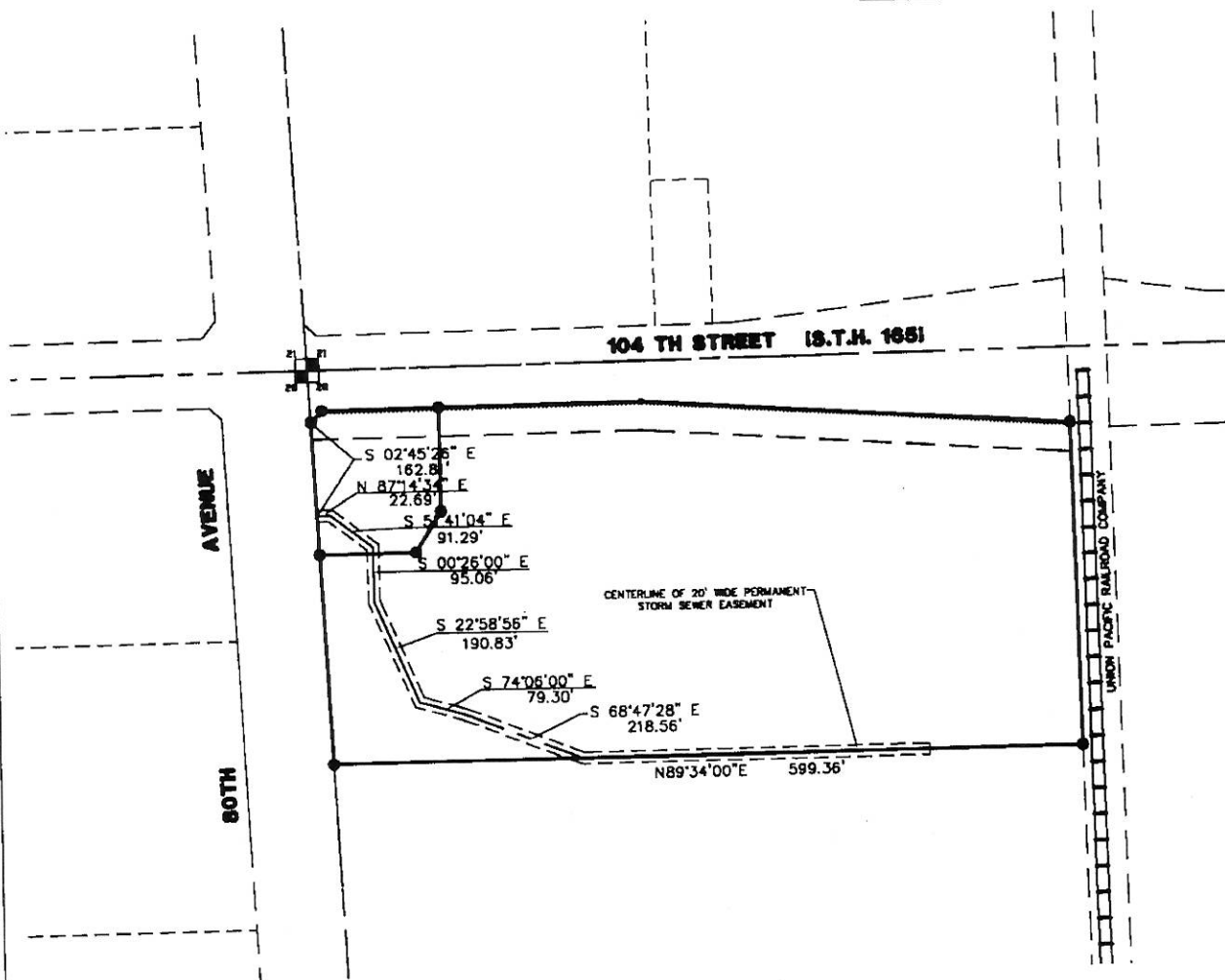
Dot # 30-0165-0004-00

CERTIFIED SURVEY MAP No. 2178

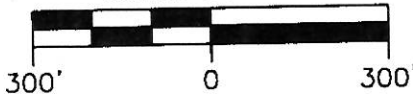
BEING A REDIVISION OF PARCEL 58 OF C. S. M. No. 1935
 IN THE THE NW 1/4 OF THE NE 1/4 OF SECTION 28,
 TOWNSHIP 1 NORTH, RANGE 22 EAST,
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



STS Consultants Ltd.
 Consulting Engineers
 11425 W. Lake Park Dr.
 Milwaukee, WI 53224
 414.359.3030



SCALE IN FEET



NOTES & LEGEND:

○ INDICATES 1"x24" IRON PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT.

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD-1927. THE WEST LINE OF THE NE 1/4 OF SECTION 28-1-22 WAS USED AS N 02°45'26" W.

PROJECT CONVERSION FACTOR:
 GRID → 1.0000045 = GROUND.

SUBJECT TO EASEMENTS OF RECORD.

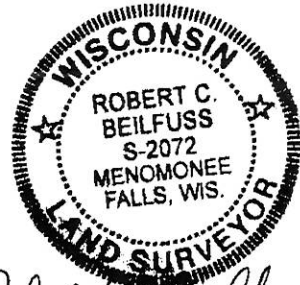
PARCEL IS ACCESS RESTRICTED ALONG S.T.H. 165 TO VEHICULAR INGRESS/EGRESS.

INDICATES ACCESS RESTRICTED AREA.

PREPARED FOR:



WISPARK Corporation
 10505 Corporate Drive, Suite 100
 Pleasant Prairie, WI 53158-0180
 (414) 857-4661



Robert C. Beilfuss
 ROBERT C. BEILFUSS
 REGISTERED LAND SURVEYOR
 S-2072

SHEET 1 & 2 REVISED 2/25/00

DATED THIS 17TH DAY OF DECEMBER, 1999.

THIS INSTRUMENT WAS DRAFTED BY ROBERT C. BEILFUSS, S-2072,

SHEET 2 OF 5

CERTIFIED SURVEY MAP NO. 2178

Being a redivision of Parcel 58 of CSM No. 1939 in the
NW ¼ of the NE ¼ of Section 28, Town 1 North, Range 22 East
Village of Pleasant Prairie, Kenosha County, Wisconsin

SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) SS
County of Kenosha)

I, Robert C. Beilfuss, Registered Land Surveyor, do hereby certify that I have surveyed, divided and mapped a redivision of Parcel 58 of CSM No. 1935 in the Northwest ¼ of the Northeast ¼ of Section 28, Town 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the North ¼ corner of said Section 28; thence South 02°45'26" East along the West line of said Northeast ¼ section and the east line of 80th Avenue, 90.00 feet to the point of beginning of the following description:

Thence North 43°22'21" East, 27.74 feet to the South line of STH "165"; thence North 89°19'31" East along the South line, 549.42 feet; thence South 86°02'26" East and along said South line, 742.64 feet to the West line of the Union Pacific Railroad Company right of way; thence South 01°11'29" East along said West line, 558.33 feet; thence South 89°34'00" West, 1292.40 to the East line of 80th Avenue and the West line of said Northeast ¼ section; thence North 02°45'26" West along the East line of 80th Avenue and the West line of said Northeast ¼ section, 593.32 feet to the point of beginning.

Containing 17.8673 acres of land, more or less.

That I have made such survey, land division and map by the direction of WISPARK Corporation, owner of said land.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Subdivision Control Ordinance in surveying, dividing and mapping the same.

Dated this 17th day of December, 1999



Robert C. Beilfuss
Robert C. Beilfuss, R.L.S.
Registered Land Surveyor, S-2072

CERTIFIED SURVEY MAP NO. 2178

Being a redivision of Parcel 58 of CSM No. 1935 in the
NW 1/4 of the NE 1/4 of Section 28,
Town 1 North, Range 22 East,
Village of Pleasant Prairie, Kenosha County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

WISPARK Corporation, a corporation 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 in the foregoing affidavit of Robert C. Beilfuss, to be surveyed, divided, mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Subdivision Control Ordinance.

As Owner I hereby restrict all lots and blocks 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. 165, as shown on the land division map; 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.

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 s. 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

In Witness whereof, the said WISPARK Corporation, has caused these presents to be signed by Jerald P Franke its Senior Vice President and countersigned by Thomas H. Fejnins, its Secretary, at 2:00 PM, O'clock, this 21st day of December, 1999.

WISPARK Corporation:

[Signature]
Jerald P Franke Senior Vice President
[Signature]
Thomas H. Fejnins Secretary

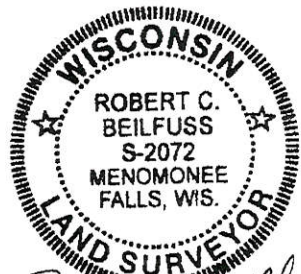
State of WISCONSIN)
) SS
Kenosha County)

WisDOT setback note has been released.

Personally came before me this 21st day of December, 1999, the above named Jerald P Franke, Senior Vice President and Thomas H. Fejnins, Secretary, of the above named corporation, to me known to be such Senior Vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

[Signature]
Notary Public, Kenosha County, WISCONSIN
My Commission Expires July 14, 2002

DATED THIS 17th DAY OF DECEMBER, 1999.



Robert C. Beilfuss
12/17/99

THIS INSTRUMENT WAS DRAFTED BY ROBERT C. BEILFUSS, S-2072
JOB NO. 85918-1033

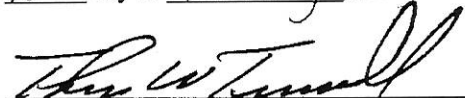
SHEET 4 OF 5

CERTIFIED SURVEY MAP NO. 2178

Being a redivision of Parcel 58 of CSM No. 1935 in the
NW ¼ of the NE ¼ of Section 28,
Town 1 North, Range 22 East,
Village of Pleasant Prairie, Kenosha County, Wisconsin.

VILLAGE PLAN COMMISSION APPROVAL

This certified survey map is hereby approved by the plan commission of the Village of Pleasant Prairie on this
10th day of January, ~~1999~~ 2000


THOMAS W. TERWALL
Chairman of Village Plan Commission

VILLAGE BOARD APPROVAL

Resolved that this certified survey map, being a redivision of part of Parcel 58 of CSM No. 1939 in the Northwest
¼ of the Northeast ¼ of Section 28, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County,
Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the
Village Board of Trustees of the Village of Pleasant Prairie on this 17th day of January ~~1999~~ 2000.

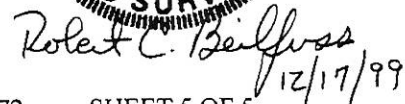

JOHN P. STEINBRINK
Village President

ATTEST:


JANE M. ROMANOWSKI
Village Clerk

DATED THIS 17th DAY OF DECEMBER, 1999




12/17/99

THIS INSTRUMENT WAS DRAFTED BY ROBERT C. BEILFUSS, S-2072
JOB NO. 85918-1033

SHEET 5 OF 5

**VILLAGE OF PLEASANT PRAIRIE
RESOLUTION #16-35
IN SUPPORT OF NATIONAL CYBER SECURITY AWARENESS MONTH**

WHEREAS, the Village of Pleasant Prairie recognizes that it has a vital role in identifying, protecting, and responding to cyber threats that may have significant impact to our individual and collective security and privacy; and

WHEREAS, critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care, and emergency response systems; and

WHEREAS, the Stop.Think.Connect.™ Campaign has been designated as the National Public Awareness Campaign, implemented through a coalition of private companies, nonprofit and government organizations, and academic institutions aimed at increasing the understanding of cyber threats and empowering the American public to be safer and more secure online; and

WHEREAS, the National Institute for Standards and Technology Cybersecurity Framework and DHS's Critical Infrastructure Cyber Community (C3) Voluntary Program have been developed as free resources to help organizations (large and small, both public and private) implement the Cybersecurity Framework and improve their cyber practices through a practical approach to addressing evolving threats and challenges; and

WHEREAS, in support of the Cybersecurity Framework and to better assist business and government entities in addressing cyber threats, the Center for Internet Security/Multi-State ISAC, the Council on CyberSecurity, the Governors Homeland Security Advisors Council, and public and private sector entities have developed an effort to promote good cyber hygiene through actionable guidance for government and businesses, and to promote innovation, strengthen cyber security investment, and enhance resilience across all sectors; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of computer security essentials will improve the security of the Village of Pleasant Prairie information infrastructure and economy; and

WHEREAS, the President of the United States of America, the U.S. Department of Homeland Security, the CIS/Multi-State Information Sharing and

Analysis Center, the National Association of State Chief Information Officers, the Council on CyberSecurity and the National Cyber Security Alliance have declared October as National Cyber Security Awareness Month; and all citizens are encouraged to learn more about cyber security at www.staysafeonline.com and the Stop.Think.Connect.™ Campaign websites www.dhs.gov/stopthinkconnect and www.stopthinkconnect.org and put that knowledge into practice in their homes, schools, workplaces, and businesses.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees hereby officially supports National Cyber Security Awareness Month and the National Public Awareness Campaign, Stop.Think.Connect.™

Adopted this 3rd day of October, 2016.

VILLAGE OF PLEASANT PRAIRIE

John Steinbrink
Village President

ATTEST:

Jane Romanowski
Village Clerk