CITY OF CEDARBURG PLAN COMMISSION November 6, 2023

A regular meeting of the Plan Commission, City of Cedarburg, Wisconsin, will be held at 7:00 p.m. on Monday, November 6, 2023. Attendees have the option of joining the meeting in person at City Hall, W63N645 Washington Avenue, upper level, Council Chambers, or online via the following Zoom link: https://us02web.zoom.us/j/82754633027

AGENDA

1. CALL TO ORDER - Mayor Mike O'Keefe

2. ROLL CALL: Present - Mayor Mike O'Keefe, Council Member Patricia Thome, Vice

Chairman Kip Kinzel, Jack Arnett, Adam Voltz, Sig Strautmanis, Tom

Wiza

Also Present - Jon Censky, City Planner

3. STATEMENT OF PUBLIC NOTICE

4. <u>APPROVAL OF MINUTES</u> – October 2, 2023

5. <u>COMMENTS AND SUGGESTIONS FROM CITIZENS</u>

REGULAR BUSINESS; AND ACTION THEREON

* A. Petitioner: **Craig Caliendo- Stonelake Condominium**

Request: Development Agreement and Condominium Plat/Documents

approval.

Briefing: The applicant is seeking development agreement and condominium

approval for the Stonelake two-family project located at 6660 Susan

Lane

<u>Tax Key No.:</u> 03-022-14-006.00 <u>Current Zoning:</u> Rd-1/PUD <u>Aldermanic District:</u> 1 Previous Discussion <u>Dates:</u>

* B. Petitioner: **Briohn Construction Inc.**

Request: Business Site and Operational Plan Approval

Briefing: Petitioner is requesting approval of the site, landscape, exterior

lighting, and architectural plan approval for a 155,000 square foot distribution and warehouse building to be located on lot #4 of the

Business Park

Tax Key No.: 13-022-

Current Zoning: M-3 Business Park

Aldermanic District: 7
Previous Discussion Dates:

7. COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

**8. MAYOR'S ANNOUNCEMENTS

9. ADJOURNMENT

- * Information attached for Commission Members; available through City Clerk's office.
- ** This topic is to be limited to such items as establishing the next meeting date, items for the next agenda, reminders of scheduled community events, etc.

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity, and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities. To request reasonable accommodation, contact the Clerk's Office at (262) 375-7606 or email: cityhall@ci.cedarburg.wi.us.

MEMBERS – PLEASE NOTIFY CITY CLERK'S OFFICE IF UNABLE TO ATTEND MEETING

It is possible that a quorum of members of the Common Council may attend Plan Commission meetings held the first Monday of each month at 7:00 p.m. No business will be conducted by the Common Council and no action will be taken. Attendance is for the purpose of information gathering and exchange.

10/31/2023

CITY OF CEDARBURG PLAN COMMISSION OCTOBER 2, 2023

PC20231002-1 UNAPPROVED

A regular meeting of the Plan Commission of the City of Cedarburg, Wisconsin, was held on Monday, October 2, 2023, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers, and online utilizing the Zoom app.

Mayor Michael O'Keefe called the meeting to order at 7:00 p.m.

Roll Call: Present - Mayor Michael O'Keefe, Council Member Patricia Thome, Adam

Voltz, Jack Arnett, Kip Kinzel, Tom Wiza, Sig Strautmanis

Also Present - City Administrator Mikko Hilvo (Zoom), City Planner Jon Censky,

City Clerk Tracie Sette, interested citizens and news media.

STATEMENT OF PUBLIC NOTICE

At Mayor O'Keefe's request, City Clerk Sette verified that notice of this meeting was provided to the public by forwarding the agenda to the City's official newspaper, the *News Graphic*, to all news media and citizens who requested copies, and by posting in accordance with the Wisconsin Open Meetings Law. Citizens present were welcomed and encouraged to provide their input during the citizen comment portion of the meeting.

APPROVAL OF MINUTES

A motion was made by Commissioner Thome, seconded by Commissioner Kinzel, to approve the Plan Commission minutes from September 6, 2023. Motion carried without a negative vote with Commissioner Strautmanis abstaining as he was absent from the September 6 meeting.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

PUBLIC HEARING

C.WIESLER'S PETITION FOR CONDITIONAL USE APPROVAL TO OPERATE AN AIRBNB IN THE UPPER LEVEL UNITS OF THE COMMERCIAL BUILDING LOCATED AT W61N493 WASHINGTON AVENUE

Mayor O'Keefe opened the Public Hearing at 7:02 p.m. regarding the application for a Conditional Use permit to convert the second-floor office space located at W61N491 Washington Avenue (Wiesler's) into a tourist rooming facility (i.e., Airbnb). Planner Censky explained the tourist rooming use will occupy the entire second floor. Upon completion of a renovation, it will include two units that will each have two bedrooms, a living room, kitchen, and a full bathroom. Final plans have yet to be approved.

Tourist Rooming Homes are listed as permitted by Conditional Use in the B-3 District and consequently,

short-term rentals of this type are prohibited in all other Districts in the City. Tourist Rooming Houses are defined as: All lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists or transients as regulated under Wisconsin Chapter DHS 195.

Staff review indicates that this site has sufficient parking at the rear of the building to support this use. Staff believes that this use is appropriate in the downtown area and consistent with other Airbnb's previously approved in this area. Accordingly, staff has no objection subject to the following:

- 1. Any substantiated problems with this use shall be corrected by the owner immediately upon notification and if left uncorrected, may result in the revocation of the Conditional Use Permit.
- 2. Cedarburg Fire Department will follow the State Licensing Bureau for Rooming Houses, NFPA 1 Section 20.10 and NFPA 101 Life Safety Code.
- 3. Smoke detectors and CO detectors are to be installed and properly maintained.
- 4. The operation shall follow the conditions contained in the Conditional Use Permit

Planner Censky explained Wisconsin State law allows anyone, anywhere, to rent their room (as an Airbnb) for at least seven (7) consecutive days or longer. The City's ordinance limits Airbnb's to the B-3 District only. The Plan Commission is currently working to revise this ordinance.

A motion was made by Commissioner Kinzel, seconded by Commissioner Thome, to close the Public Hearing at 7:09 p.m. Motion carried without a negative vote.

A motion was made by Commissioner Thome, seconded by Commissioner Voltz, to approve the Conditional Use Permit subject to staff comments and subject to the applicant submitting a detailed floor plan for staff review. Motion carried without a negative vote.

REGULAR BUSINESS

KURT PETRIE, NEWMARK PETITIONED FOR A CONCEPT REVIEW FOR AN INDOOR/OUTDOOR SIMULATED GOLF ACTIVITY CENTER

The applicant is seeking consultation regarding a proposal to develop a unique indoor and outdoor golf range on the vacant property located on the north side of Highway 60, near the entrance drive to the City's business park. The original proposal was located in the Town of Cedarburg and required an annexation. The current proposal is for the parcel of land currently located within the City limits. The City Engineers feel this site works best for impending utilities. Plan Commission feedback on this proposal is necessary to help the applicants decide whether to pursue land acquisition, rezoning/Land Use Plan amendment, and site plan approval process.

This project will be patterned after and will be an expansion of the applicant's existing simulated golf facility located in the Village of Germantown. While their existing facility is completely indoors and offers eight full swing stations, where teams play against each other while

enjoying food and drink, this proposal will include a similar indoor venue but also an outdoor driving range.

Upon completing the rezoning and Land Use Plan amendment process, the applicant will submit his detailed site and architectural plans for review and approval.

Council Member Bitter was in attendance and expressed her full support of this project.

Commissioners Voltz and Strautmanis expressed interest in seeing the proposed site plans flipped to better consume the corner of the property. They feel it makes a bigger presence. They also suggested the driveway should be located off Hwy I.

CITY OF CEDARBURG REQUESTING APPROVAL OF A CERTIFIED SURVEY MAP (CSM) TO DIVIDE THE EXISTING 26.3-ACRE BUSINESS PARK SITE INTO TWO (2) LOTS AND TWO (2) OUT LOTS OF THE FOLLOWING SIZES: 10.6-ACRES, 7.52-ACRES, 5.28-ACRES, AND 2.9-ACRES

A Certified Survey Map (CSM) will serve to divide the existing 26.3-acre business park parcel into two lots and two out lots of the following sizes respectively: 10.6-acres, 7.52-acres, 5.28-acres, and 2.9-acres. The original 26.3-acre parcel was created in 2020 in support of the Wilo project. The current CSM containing the divisions is required for the second project under consideration in the business park. Plans for that project will be submitted for Plan Commission review and approval at the next Plan Commission meeting. The two out lots within this CSM are needed for drainage and stormwater management and control. Since there will be no right-of-way dedication as part of this CSM, Common Council approval is not necessary.

Staff review indicates full compliance with the dimensional requirements of the M-3 Business Park District and therefore approval is recommended subject to the temporary turnaround easement located at the west end of Lot 2 be removed from the face of the CSM.

A motion was made by Commissioner Wiza, seconded by Commissioner Thome, to approve the Certified Survey Map, dividing the existing 26.3 acres in the Business Park site into two lots and two out lots of the following sizes: 10.6-acres, 7.52-acres, 5.28-acres, and 2.9-acres. Motion carried without a negative vote.

COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS - None

MAYOR'S ANNOUNCEMENTS - None

ADJOURNMENT

A motion was made by Commissioner Arnett, seconded by Commissioner Thome, to adjourn the meeting at 7:36 p.m. Motion carried without a negative vote.

Tracie Sette City Clerk

STONELAKE DEVELOPMENT AGREEMENT

To: City of Cedarburg Plan Commission Prepared by: Jonathan P. Censky, City Planner

Agenda Item: 6.A. Date: November 6, 2023

General Information

Applicant:

Craig Caliendo, Stonelake Condominium, PUD

Extension

Status of Applicant: Owner/Developer

Location: 6660 Susan Lane

Requested Action: Development Agreement Recommendation and

Condominium Documents approval.

Existing Zoning: Rd-1 PUD

Surrounding Zoning: M-3, Rs-4, & Rs-5

Lot Size: 40 acres

Existing Land Use: Quarry/vacant

Report:

At the March 6, 2023, meeting, this Commission reviewed and approved the detailed architectural plans for the Stone Lake Development. Since that meeting, City Engineer Mike Wieser has been working with the developer's engineer on the follow up engineering plans for this project. With that plan review nearly complete, Mr. Caliendo is now prepared to seek approval of the development agreement and the condominium documents for the first phase public portion of this project. You will recall that the public portion consists of the extension of the public utilities (i.e. sewer and water facilities) and the public road extending from the entrance off Susan Land to a point where it loops around the south end of the quarry and then north along the east property line to the point where the road intersects the future extension to Sheboygan Road.

Attached hereto is the drafted development agreement that Attorney Herbrand and Engineer Wieser have drafted. The development agreement is the contract between the City and the Developer that establishes responsibilities regarding the provisions of public and private facilities, improvements, and any other agreed-upon terms.

As noted, Mr. Caliendo is also here requesting approval of the Condominium documents for the first phase of this project. These documents were drafted in accordance with Wis. Stat. Ch. 703, *Condominiums*, and serve as the master deed or bylaws that affect and define the rights and obligations of co-owners of these condominium townhomes. Upon its approval and execution, this document will be recorded in the Ozaukee County Register of Deeds Office. *Land Division, Subdivision and Condominium Regulations found in* Sec. 14, Code of Ordinances, City of Cedarburg, requires Plan Commission review and recommendation, and Common Council approval of these documents.

STONELAKE DEVELOPMENT AGREEMENT

Staff Comments:

City Staff review indicates that the documents are compliant with State Statutes and since the development agreement was drafted by City Attorney Mike Herbrand and City Engineer Mike Wieser staff recommends approval subject to City Engineering Department review and approval of the grading, drainage, storm water management and erosion control plans.

DEVELOPMENT AGREEMENT

Stone Lake Condominiums Cedarburg, Wisconsin

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the ____ day of March 2023, by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the "City") and Stone Lake Development, Inc. (the "Developer").

RECITATIONS

- 0.1 The Developer owns the Property (as hereinafter defined). The tax key number of the Property is provided in **Exhibit A**;
- 0.2 The Developer desires to develop 35 side-by-side duplex condominium buildings with a total of 70 units on the Property and record a Declaration of Condominium and related instruments (as further described herein) with accompanying Condominium Plat Condominium Plat as provided in **Exhibit B** to create easements for public right-of-way and utilities.
- 0.3 The Property is conditionally zoned as a Planned Unit Development Overlay District ("PUD") and City Ordinance § 13-1-69(n)(2) requires that the Plan Commission recommend, and the City Council approve a Development Agreement which shall include, without limitation:
 - (a) Timetables for performance/completion of the Improvements (as hereinafter defined).
 - (b) Performance requirements and standards and assurances for all Improvements and/or modifications pertaining to the PUD;
 - (c) Inspection requirements;
 - (d) Prohibition on any division/combination of real estate lots included within the PUD District except as otherwise provided;
 - (e) Provisions for lapsing of specific plan approval and automatic reversion of the zoning status of the Property to non-PUD District status upon specific changes of circumstances or failure of the Development (as hereinafter defined) to materialize as agreed to in the Development Agreement;
 - (f) Agreements, provisions and/or covenants or additional deed restrictions to be recorded against the lot(s) within the PUD District that will perpetually govern the use, maintenance and continued preservation and protection of the Development and any of its common services, common open areas and/or other facilities;

- (g) Exhibits, drawings or other attachments that depict Improvements, including but not limited to structures, fixtures and landscaping and their relative locations in the Development area as well as design and engineering details as necessary to document to a reasonable degree of specificity the type, character, and nature of Improvements to be made within the Development area.
- 0.4 The Developer has caused engineering, planning and design services to be performed in preparation for construction of certain Improvements for the Development and will cause additional such services to be performed as the site is developed; and
- 0.5 The Developer intends to contract for installation of certain other site Improvements; and
- 0.6 The City shall cause inspections and approvals of the Improvements being dedicated to the City during installation by Developer based on the City approved civil engineering plans.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, which are acknowledged to be true and correct, the mutual covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1

Definitions

The following terms, whenever used in this Agreement, shall have the following meanings:

- 1.01 "Contract Documents" means all documents now or hereafter evidencing contracts with the Developer or its contractors, sub-contractors or affiliates for construction and installment of the required Improvements set forth in the Improvement Plans and all addenda and amendments thereto.
- 1.02 "Improvements" means the improvements as described in § 4.02 below, to be installed for the benefit of the Development by the Developer (or by contract with the Developer, whether under the Contract Documents as described in § 1.01, or otherwise).
- 1.03 "Declaration of Condominium" means the instrument by which the Property becomes subject to Chapter 703 of the Wisconsin Statutes. Said Declaration of Condominium shall comply with Chapter 703, include all requirements of Section 703.09, Wis. Stats., and include a condominium plat of the Development for the Property ("Condominium Plat"). For purposes of this Agreement, the Declaration of Condominium includes the Development site, certain public utility easements to be dedicated to the City and those public road right-of-way areas adjacent to and within the Development. A true and complete copy of the Condominium Plat is attached hereto as **Exhibit B** and is incorporated herein by reference.

- 1.04 "Improvement Plans" means the improvement, grading and landscape plans prepared by M Squared Engineering LLC, with last revision dated ______, ____ submitted by the Developer as approved by the City, along with any approved amendments or supplements. A true and complete copy of the Improvement Plans is attached hereto as **Exhibit C** and is incorporated herein by reference.
- 1.05 "<u>Financial Guarantee</u>" means one or more letters of credit or development bonds issued in conformity with the terms and conditions of this Agreement in the amount determined by the "Schedule of Values for Financial Guarantees" with respect to the Property.
 - 1.06 "Property" means all the real property as described on Exhibit A.
- 1.07 "Development" means the 35 side-by-side condominium buildings with a total of 70 units to be constructed on the Property.
- 1.08 "Condominium Owner's Association" shall mean the condominium owner's association created by and under the Declaration of Condominium for the Property.

Article 2

Term

The term of this Agreement shall commence upon due execution hereof by or on behalf of all parties.

Article 3

Developer's Representations and Warranties

The Developer represents and warrants that:

- 3.01 <u>Good Title</u>. The Developer owns all the Property free and clear of all liens and encumbrances other than encumbrances shown on the title policy for the Property and mortgages for the purpose of developing the Property, and that it has retained sufficient rights in and to the balance of the Property so as to make all provisions of this Agreement valid and enforceable against the Developer and all successors in interest.
- 3.02 <u>Contract Documents</u>. The Developer has examined the Contract Documents, is familiar with the specifications set forth therein, and has determined that they are adequate and sufficient for the Developer's purposes.
- 3.04 <u>Authority</u>. The Developer has received all required approvals to enter into this Agreement and the signatures below shall bind the Developer.

Article 4

Duties of the Developer

4.01 <u>Storm Water Pond Maintenance</u>. This development will utilize the quarry pond to store site storm water runoff. The quarry pond shall be considered "private" and shall be

maintained by the Developer and subsequently the Condominium Owners Association at its expense. Simultaneously, with the execution of this Agreement, Developer and City shall enter into a separate written Storm Water Management and System Maintenance Agreement, in a form substantially similar to **Exhibit D**, attached hereto and incorporated herein by reference. The purpose of the Storm Water Management and System Maintenance Agreement is to grant the City, its employees, agents, contractors, successors, and assigns, access to and from all storm water facilities for purposes of access, inspection, and maintenance if necessary.

- 4.02 <u>Construction Duties of the Developer</u>. The Developer shall construct and install the Improvements in a single phase and pay all costs therefor, pursuant to the applicable Contract Documents and Improvement Plans, as follows:
 - (a) Site Grading. Grade the site pursuant to the Improvement Plans and § 14-1-73(c) of the City of Cedarburg Zoning Code approved by the City Engineer. The City acknowledges that a portion of the site (up to 1 acre in size) may be used for storing topsoil and/or fill during construction and may remain ungraded until completion of construction of all of the units in the Development. Prior to the installation of all underground utilities, Developer shall certify to the City that the grading has been completed in compliance with the aforementioned Improvement Plans. In the event that the actual grade is not in compliance, Developer shall pay all costs associated making the grade compliant and relaying the underground electrical services.
 - (b) <u>Sanitary Sewerage Systems</u>. Developer agrees to pay for and install all onsite sanitary sewerage facilities including all sewer mains and service laterals necessary to serve the Development as depicted in the Improvement Plans. All sanitary sewer mains shall be dedicated to the City. The Developer also agrees to reimburse the City \$29,864 for costs incurred by the City to extend the sanitary sewer main out of Forward Way. This change is due in full upon issuance of the first building permit.
 - (c) Water Supply Facilities. Developer agrees to pay for and install all onsite water supply facilities including all water mains, service laterals and appurtenances necessary to serve the Development as depicted in the Improvement Plans as approved by the City. All water mains shall be dedicated to the City. The Developer also agrees to reimburse the City \$19,533 for costs incurred by the City to extend the water main out of Forward Way. This change is due in full upon issuance of the first building permit.
 - (d) Storm Water Drainage Facilities. Developer agrees to pay for and install all onsite storm water drainage facilities pursuant to § 14-2 necessary to serve the Development as depicted in the Improvement Plans as approved by the City. All on-site storm sewer, bio-filters, and grass swales within the private roadway portion of the Development shall be private and shall be maintained by the Developer and subsequent property owners in perpetuity. All onsite storm sewers within the public roadway portion of the Development shall be dedicated to the City.
 - (e) <u>Private Utilities</u>. Developer shall file preliminary plans and Developer agrees to pay for and install private underground gas mains, electric distribution lines, cable television and telephone cables, pursuant to § 14-1-59.

- (f) Record Drawings. Prepare record drawings for those portions of the above work that are being dedicated to the City, pursuant to § 14-1-52(e). Developer shall prepare such drawings for work completed during each phase of the Development. Provide full sized prints on 4 mil mylar as well as an electronic version in Auto Cad.
- (g) <u>Curb and Gutter</u>. Developer agrees to pay for and install concrete curb and gutter along the public road as shown on the Improvement Plans and pursuant to § 14-1-54.
- (h) Sidewalks and Walking Paths. Developer agrees to pay for and install a 5-foot-wide concrete sidewalk on the east side of the north-south entrance roadway off of Susan Lane and 5-foot-wide concrete sidewalk on both sides of the east- west public roadway, and as shown on the Improvement Plans and as approved by the City Engineer, pursuant to § 14-1-67. All sidewalks installed for public use shall be located in the public road right-of-way and be dedicated to the City. The Developer and subsequent Condominium Owners Association shall be responsible for the clearing of snow, ice or other materials that might limit the public use of the sidewalks. The recorded Condominium Declaration documents or deed restrictions shall require that the sidewalks and walking paths be repaired, maintained, and replaced by the Condominium Owner's Association.
- (i) <u>Intersection Improvements</u>. Developer agrees to pay for and install a fully improved intersection with Susan Lane to include concrete curb and gutter and sidewalk as required by the City. Such improvements shall be dedicated to the City.
- (j) Street Improvements. Developer agrees to pay for and install street improvements, pursuant to § 14-1-53 and Development construction plans. The Developer shall also stub the public roadway to the east property line for a future roadway connection. All streets with urban cross-sections shall be public. All streets with rural cross- sections shall be private. The recorded Condominium Declaration documents or deed restrictions shall require that the private streets shall be privately owned, repaired, maintained, and replaced, by the Condominium Association.
- (k) <u>Street Lighting</u>. Street lighting on the private roadway portions of the site shall be private lighting maintained by the Developer and subsequent Condominium Owner's Association as approved by the Plan Commission. On the public roadway portion of the sit, the Developer shall contract with Cedarburg Light & Water to arrange for the installation of standard coach light streetlamps on a spacing approved by the City pursuant to § 14-1-60.
- (l) Street Signs. The Developer agrees to pay for, and the City agrees to install street identification signs for the public roadway portion of the Development pursuant to § 14-1-61 and any traffic control signage as required by the City Engineer. Any Street identification or traffic control signage on the private roadway portion of the Development shall be provided and installed by the Developer and maintained in perpetuity by the Condominium Owner's Association.

- (m) <u>Landscaping Other Than Street Trees</u>. Developer shall pay for and install topsoil and establish lawn turf in all parkways and provide landscaping features as shown in the Improvement Plans.
- (n) Street Trees. Developer shall pay for street trees along the public roadway frontage on both sides of the road, as shown on the Improvements Plans and pursuant to § 14-1-62. The City Forester will select the tree species and contract out the tree planting as part of the annual street tree program. The City Forester will plant the trees after the sidewalk and curb and gutter are installed, and the parkway turf is established. All such trees shall be dedicated to the City.
- (o) <u>Erosion Control</u>. Developer shall pay for, install, and maintain erosion control using best management practices and pursuant to § 14-1-63, Chapter 14-2, and Chapter 15-2. Developer must comply with all applicable DNR permits, the City's Erosion Control Permit, and the Storm Water Management Permit and any associated fees.
- (p) Impact on Woods Located at the Southwest Corner. The woods located at the southwest corner of the property are known as the Cedarburg Woods- West site in the Southeastern Wisconsin Regional Plan Commission (SEWRPC) Report No.42. These woods shall be preserved to the amount practicable with the impact on the woods be kept to the absolute minimum. Any cutting of woods shall be done outside of the approved improvement plan and must be approved in advance and in writing by the City Forester and at the expense of the Condominium Owner's Association. Such restriction shall be shown on the condominium Plat.
- (q) <u>Public Sidewalk Dedication</u>. Developer hereby grants and dedicates to the public, all sidewalks adjacent to public roadways, to be used and accessed by the public for all uses allowed by applicable law, standard, or regulation. Such grant shall be expressly stated on the Condominium Plat for the Development.
- (r) Roadway Use and Access Easement Grant. Developer hereby grants to the public, and to the City, its employees, agents, contractors, successors and assigns, pedestrian and motor vehicle use and access to and from the Development within the public road dedication outlot set forth on the Condominium Plat.
- (s) Emergency Services and Utility Access Easement Grant. Developer herby grants to the City, its employees, agents, contractors, successors, and assigns, pedestrian, and motor vehicle access over, across, through and under all private roads and outlots, within the Development for purposes of pedestrian and vehicular access to maintain and repair all public utilities within the Development and for pedestrian and vehicular access for all governmental emergency services, including but not limited to, police, fire, ambulance and emergency government. Such Easement grant shall be expressly stated on the Final Condominium Plat for the Development.
- 4.03 <u>Time for Completion</u>. Each of the items in § 4.02 above shall be completed on the dates specified in this Agreement. Pursuant to § 13-1-69(o)(2)(4), if a building permit is not issued for the first condominium unit in the <u>Development</u> within one (1) year of receiving the PUD zoning, the PUD district zoning for the Property shall be automatically discontinued and replaced with the zoning designation that existed prior to the PUD rezoning.

4.04 <u>Impact and Connection Fees</u>. Subject to the provisions of any State of Wisconsin law, prior to issuance of any building permit for a condominium building and payable at the time of building permit application, the following impact and connection fees will be due for each condominium unit:

Library Building Fee \$ 1,546.36 per unit

Police Station Fee \$ 1,501.49 per unit

Park Facilities Fee \$ 1,438.58 per unit

Water Supply Facilities Fee \$ 2,053.92 per unit

Sanitary Sewer Connection Fee \$ 2,710.75 per unit

Fee in Lieu of Parkland Dedication Fee \$ 847.26 per unit

The fees set forth above are based on the City's rates for 2023.

All the above impact and connection fees are subject to an annual adjustment pursuant to § 3-6-9 of the Code of Ordinances.

4.05 <u>Developer Payments</u>.

- (a) Parkland Dedication and Fee in Lieu of Parkland Dedication. Developer shall pay a fee-in-lieu of Parkland Dedication for the Development in the amount of \$847.26 per condominium unit. The fee for each unit is due at the time of Building permit issuance for such unit.
- (b) <u>City Street Trees</u>. The Developer shall pay the City of Cedarburg for furnishing and planting 46 street in the initial phase of the development trees at \$400.00 each for a total of \$18,400.00. The City Forestry Department will hold these funds in a segregated street tree account and will purchase and plant street trees when the roadway improvements are completed. This charge is due in full upon issuance of the first Building permit.
- (c) Other Improvement Costs. Developer is responsible to pay for all reasonable engineering, administrative and legal fees associated with the Development, during the installation of public utilities, including the cost of construction inspection, materials testing, preparation of as-built drawings, stormwater review, and other fees associated therewith.
- (d) <u>Account Statements</u>. Developer shall review and approve all engineering, inspection, and attorney draw requests received by the City and pertaining to the Improvements. The City shall provide copies of each such request with supporting documentation to the Developer.(e) <u>Recording Fees</u>. Developer shall pay to the Register of Deeds for Ozaukee County all recording fees due for the recording of this Agreement, the Declaration of Condominium, Condominium Plat, Storm Water Management, and System Maintenance Agreement and any separate

dedication instruments and grants of easements as are directly attributable to the Development.

- 4.06 <u>Condominium Owner's Association</u>. The Developer agrees that there will be an incorporated Condominium Owners Association that will be responsible for the of the private streets, storm sewer, storm water ponds, quarry, bio-filters, landscaping, maintenance (including snow removal) of all private and public sidewalks and terrace area along the public portion of roadway and Stone Lake Circle, and maintenance of all Common Areas within the Development. The Condominium Owners Association shall acknowledge the private road, the inherent danger due to the depth of the quarry, prohibit recreational use of the quarry, and indemnify the City of any responsibility due to the quarry. The responsibilities of the Association, including but not limited to those set forth in this section, will be set forth in recorded Declaration. This Agreement and the Condominium Plat shall be disclosed in the Declaration. Developer agrees that a capital replacement reserve fund for the repair and replacement of the private roads within the Subdivision, shall be included within any due's requirement for Unit owners within the Subdivision, and disclosed within the Declaration.
- 4.07 <u>Financial Guarantee</u>. Developer shall provide an irrevocable letter of credit or an approved development bond to the City, which shall not expire prior to fourteen (14) months following the completion of all Improvements being dedicated to the City shown on the Improvement Plans, for the estimated costs of the installation of all such Improvements including: erosion control, public roadway, public utilities, sidewalks, inspection, and engineering fees. The Developer may apply for a reduction of the Financial Guarantee pursuant to § 14-1-51 of the Cedarburg Zoning Code Regulations. The City shall be authorized from time to time to draw against the Financial Guarantee for costs incurred and due the City pursuant to this Agreement if the Developer has not made payments or not completed required work in a timely manner as determined by the City Engineer.

The amount of the Financial Guarantee shall be based on the Bids/Estimates for the Improvements as set forth in the Schedule of Values in § 4.08 of this Agreement.

- 4.08 Schedule of Values for Financial Guarantee. Developer shall provide the Financial Guarantee for the Phase 1 improvements which shall be dated no later than seven (7) days prior to the commencement of construction of the Improvements, in the amounts set for in § 4.06 and the Schedule of Values attached hereto. The Financial Guarantee shall be sufficient to cover the estimated costs to complete the Phase 1 Improvements for the Development that are being dedicated to the City based on § 4.02 and the Schedule of Values for the Development which include, but are not limited to, the required sewer and water main extensions and street signs. Prior to the commencement of construction of any improvements in Phase 2 of the Development, Developer shall provide an irrevocable letter of credit or an approved development bond to the City, which shall not expire prior to fourteen (14) month following the completion of the improvements, in the amounts set forth in a Phase 1 or Phase 2 schedule of values to be approved by the City Engineer and attached to this Agreement as an Addendum. Each Phase of the Development shall be defined as follows:
 - (a) Phase 1 shall consist of Condominium Units 1 through 32
 - (b) Phase 2 shall consist of Condominium Units 33 through 70

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

<u>Item</u>

	ESTIMATED COST
Drainage Swales, ditch preparation and construction of storm	
bio swales	\$
Erosion control including Silt fence, tracking pad, hay bale	
ditch checks, temporary sediment traps, outlet pipe, and rip-	
rap.	\$
Sanitary Sewer and Laterals	\$
Water Main and Laterals	\$
Storm Sewer and Laterals	\$
Fine Grading of Street	\$
Concrete Curb and Gutter	\$
Road Base	\$
Asphalt Pavement binder course	\$
Concrete Sidewalk	\$
Seeding and Mulching	\$
Asphalt Pavement surface layer	\$
Street Lighting	\$
Street Signs	\$
Legal Fees (City)	\$
Inspection Fees (including but not limited to City Administration fees)	<u>\$</u>
Sub Total of Construction and Related Costs (Rounded)	\$
Add 20% additional Contingency	\$
THE SCHEDULE OF VALUES FOR EACH LINE ITEM IS	
BASED ON ESTIMATES. ACTUAL LINE-ITEM COSTS	
MAY VARY. THE TOTAL FINANCIAL GUARANTEE IS	
AVAILABLE TO THE CITY FOR COMPLETION OF EACH	
LINE ITEM. THE CITY IS NOT ACTING IN A FIDUCIARY	
CAPACITY AS TO THE FINANCIAL GUARANTEE.	

- 4.09 <u>Completion Schedule</u>. Developer shall complete the Improvements for the Development listed below as follows:
 - (a) Phase 1 underground utilities including watermains, sanitary sewer, storm sewer, and appurtenances completed on or before May 31, 2024.
 - (b) Phase 1 roadway base, concrete curb and gutter, and binder asphalt completed on or before May 31, 2024.
 - (c) Phase 1 natural gas, electric, telephone, sidewalks, and cable televisions shall be completely installed prior to the earlier of the request for an initial (first) occupancy permit for homes or the installation of final course of asphalt.
 - (d) Phase 1 roadway final course of asphalt to be installed within fourteen (14) months of the installation of the binder asphalt course and within the financial guarantee period

4.10 Quality of Work.

- (a) All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with prevailing standards in the construction industry and all Improvements being dedicated to the City shall be done in accordance with established standards and specifications of the City as directed by the City Engineer.
- (b) The City shall have the right during the course of construction of Improvements being dedicated to the City under this Agreement to direct the Developer to issue contract change orders to be paid by Developer, and to amend the plans and specifications, but only to the extent required to assure that construction will conform to City standards and specifications. All contract change orders proposed by Developer involving public rights of way or easements shall be approved by the City.

Article 5

Indemnification

5.01 Indemnification Agreement.

(a) In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, the Developer shall indemnify and hold harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, reasonable attorney's fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of the Developer under this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort

or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect.

- (b) If a claim is made against the City related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the City agrees that it shall, within ten (10) days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle, and litigate any such claim and control of the defense thereof subject to the approval of the City.
- 5.02 Extent of Damages. In every case, but not as a limitation on the liability of the Developer to the City, where judgment is recovered against the City on any such claim as provided in this Article 5, if notice has been given to Developer under § 5.01 above, any judgment thereon shall be conclusive upon the Developer as to the amount of damages and as to its liability therein; provided, however, notwithstanding anything to the contrary contained herein, the City shall reserve and maintain all of its rights and remedies to pursue recovery of all legal and equitable remedies.
- 5.03 <u>Limitations as to Financial Guarantee</u>. It is expressly understood and agreed by the City, unless specifically directed and authorized by the Developer, that the Financial Guarantee as required of the Developer pursuant to § 4.07 above, is not subject to any draw by the City, or any other party or person, to pay for any, or all, claims for personal injury and property damage arising from the construction or installation of such Improvements, but that the Financial Guarantee is exclusively limited to the payment for the Improvements not provided for by the Developer pursuant to the terms hereof, and for no other purposes.

Article 6

Compliance

- 6.01 <u>Compliance With Law and Regulations</u>. The Developer shall, in the performance of this Agreement, comply with, and give all stipulations and representations required by all applicable federal, state, and local laws, ordinances and regulations. The Developer shall also require such compliance, stipulations, and representations with respect to any contract entered into by Developer with others pertaining to the work covered by this Agreement.
- 6.02 <u>Public Records Law.</u> The Developer understands that the City is bound by the Wisconsin Public Records Law, Wis. Stat. Sec. 19.21, *et. Seq.*, Pursuant to Wis. Stat. Sec. 19.36(3), City may be obligated to produce, to a third party, the records of Developer that are "produced or

collected" by Developer under this Agreement ("Records"). Developer is further directed to Wis. Stat. Sec. 19.21, et. Seq., for the statutory definition of Records subject to disclosure under this paragraph, and Developer acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Developer is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third party in response to a public records request. Developer's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Developer must defend and hold the City harmless from liability due to such breach.

Article 7

Conditions and Waivers

Except as otherwise provided in this Agreement, the City shall have no duty to issue building permits for construction of buildings within any phase unless and until all the following have occurred:

- 7.01 <u>Improvements</u>. Construction of the Improvements for the Development, other than the final course of asphalt paving of streets and the City's planting of street trees, for each applicable phase are completed pursuant to § 4.02, and the Improvements are dedicated and accepted by the City, in accordance with the schedule specified in Section 4.09.
- (a) The binder course of bituminous paving of streets, completion of which shall be a condition to issuance of building permits for units subsequent there to;
 - (b) Installation of street identification signs and parkway seeding, and;
- (c) No building permit shall be issued prior to providing the City with adequate proof of contract and payment for installation of natural gas, electric, telephone, and cable television.
- (d) Notwithstanding the foregoing Developer may obtain an early start permit for up to 3 buildings (6 condominium units) in the Development as long as an accessible gravel base road has been installed that gives proper access, as reasonably determined by the City, to governmental emergency services, including, but not limited to, police, fire, ambulance, and emergency government. It shall be the Developers responsibility to maintain the gravel road and clear snow to assure access to the early start buildings 24 hours per day and 7 days a week.
- 7.02 <u>Impact Fees</u>. The Developer has paid the fees referenced in 4.05 (a) and (b) for the condominium units for which the building permit is requested and all impact and connection fees for the issuance of a building permit for such condominium unit.
- 7.03 <u>Grading Complete</u>. The Developer has completed the work required on the Improvement Plans to rough grade, which shall accommodate proper and positive surface water drainage substantially in accordance with the Improvement Plans.

Article 8

Additional Terms

- ____. Developer and City agree that if there is a failure to substantially complete any of the improvements prior to 2027, there shall be a reversion of those portion(s) of the property where the improvements have not been completed to non-PUD District status pursuant to § 13-1-69 (n)(2) of the City Code.
- Time is of Essence. The times of performance of the terms and requirements of this Agreement and of the satisfaction and waiver of the conditions hereof are essential to the whole of this Agreement.
- <u>Dedication</u>. Subject to the applicable provisions of the City Ordinances, as 8.03 amended, upon the final approvals of the Common Council and recording of the Condominium Plat, the public utility easements dedicated therein by the Developer may be accepted by the City. Additionally, the Developer shall, without charge to the City, upon completion of all of the Improvements being dedicated to the City pursuant to § 4.02, unconditionally give, grant, convey, and fully dedicate the same to the City, and its successors and assigns forever, free and clear of all encumbrances whatsoever, including, without limitation, any and all structures, mains, conduits, pipes, lines, equipment, and appurtenances pertaining to such Improvements. After such Dedication, the City shall be solely responsible for the maintenance, repair and replacement of such Improvements and have the right to connect or integrate other Improvements or public facilities to the Improvements hereunder as the City decides, without payment or award to, or consent required of, the Developer.
- No Waiver: Remedies. The failure of any party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any parties' rights thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. In no event shall any terms or conditions of this Agreement be deemed or interpreted as a waiver by the City or its insurer of any Statutory immunities, defenses, or other rights provided by law, including, but not limited to, notice rights under Chapter 893, Wis. Stats., damage limitations and statutory immunities or any kind. To the extent that indemnification is available and enforceable, neither the City nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- Notices, All notices and other communications provided for under this Agreement shall be in writing (including telefax communications) and mailed (certified), sent by facsimile, or personally delivered:

If to the City, as follows:

Mike Wieser Director of Engineering and Development Cedarburg City Hall W63 N645 Washington Avenue Cedarburg, WI 53012

Fax: (262) 387-2051

With a copy to:

Attorney Michael Herbrand Houseman and Feind, LLP Attorneys at Law 1650 9th Avenue Grafton, WI 53024

Fax: (262) 377-6080

If to Developer, as follows:

With a copy to:

Craig Caliendo, CEO Stone Lake Development, Inc. 700 Pilgrim Parkway #100 Elm Grove, WI 53122

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party in accordance herewith. Delivery of all such notices and communications shall be deemed complete, (a) if mailed, when deposited in the mail for certified mail, return receipt requested, postage prepaid, or (b) if sent by facsimile, when confirmed as being received by the party to whom faxed or delivered, or (c) when personally delivered.

- 8.06 <u>Force Majeure</u>. The obligations of either of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.
- 8.07 <u>Amendments</u>. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure from this Agreement shall in any event be effective unless the same shall be in writing and signed by both parties, and it shall be effective only in the specific instance and for the specific purpose for which given.
- 8.08 <u>Assignment</u>. This Agreement, and the interests hereunder, shall not be assigned except with the prior, written consent of the City.
- 8.09 <u>Survival</u>. All of the terms, conditions, and provisions of this Agreement, including but not limited to, all indemnification provisions, shall survive the completion of this Agreement.
- 8.10 <u>Severability of Provisions</u>. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- 8.11 <u>Headings</u>. Article and Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
 - 8.12 Integration of Terms. This Agreement represents the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers or agents as of the date first above written.

	CITY OF CEDARBURG
	by: Michael O'Keefe, Mayor
	Countersigned:
	Tracie Sette, City Clerk
STATE OF WISCONSIN)) ss COUNTY OF OZAUKEE)	
	day of March, 2023, the above-named Michael Clerk, to me known to be the persons who executed the the same.
	Notary Public, State of Wisconsin My Commission:

STONE LAKE DEVELOPMENT, INC.

	by:
	Craig Caliendo, CEO
STATE OF WISCONSIN)	
) ss	
COUNTY OF MILWAUKEE)	
	s day of March 2023, the above-named Gregory who executed the foregoing instrument and acknowledged nent, Inc. by its authority.
	Notary Public, State of Wisconsin
	My commission:

Drafted by: City of Cedarburg

After recording, please return to: Tracie Sette, City Clerk City of Cedarburg P.O. Box 49 Cedarburg, WI 53012-0049

EXHIBIT A

Legal Description of Property

[To be inserted]

The Tax Key Number for the Property is

EXHIBIT B

Condominium Plat
[To be inserted]

EXHIBIT C

Improvements Plans, including Landscape Plans, Completed by

[To be inserted]

EXHIBIT D

Storm Water Management and System Maintenance Agreement

[To be inserted]

DECLARATION OF CONDOMINIUM FOR STONE LAKE CONDOMINIUM

Return to: Stone Lake Development, Inc. 700 Pilgrim Parkway, Suite 100 Elm Grove, WI 53122

Parcel Number

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DECLARATION OF CONDOMINIUM FOR STONE LAKE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM	FOR STON	IE LAKE
CONDOMINIUM (this "Declaration"), is made this _	day of _	
2023, by Stone Lake Development, Inc., a Wisconsin of	corporation ((the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

- 2.01 <u>Name</u>. The name of the condominium created by this Declaration (the "Condominium") is "STONE LAKE CONDOMINIUM."
- 2.02 <u>Legal Description</u>. The land comprising the Property (the "Land") is located in the City of Cedarburg, County of Waukesha, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.
- 2.03 Address. The address of the Condominium is:700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122.

ARTICLE III

DESCRIPTION OF UNITS

3.01 <u>Identification of Units</u>. The Condominium shall initially consist of Thirty-Two (32) units (individually a "Unit" and collectively the "Units") located in the Sixteen (16) buildings (individually, a "Building" and collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units shall be

identified as Units 1 through 32, inclusive. inclusive, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

- 3.02 Boundaries of Units. The boundaries of each Unit shall be as follows:
- (a) <u>Upper Boundary</u>. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.
- (b) <u>Lower Boundary</u>. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit including the garage and basement, extended to an intersection with the perimetrical boundaries.
- (c) <u>Perimetrical Boundary</u>. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.
- 3.03 <u>Description of Units</u>. It is intended that the surface of each plane described above (be it drywall, tiles, paneling, and carpeting) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now of hereafter located within such boundaries, including:
 - (a) Windows, doors and garage doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.
 - (b) Interior lights and light fixtures.
 - (c) Cabinets.
 - (d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
 - (e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

- (f) Plumbing fixtures, sump pumps, ejector pumps, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving each Unit.
- (g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

3.04 <u>Declarant's Right to Modify Units</u>. Until construction of a Unit by Declarant is completed, Declarant shall have the right, without requiring the consent (written or otherwise) of any third-party Unit Owner, to modify the perimetrical boundaries of any Unit and to record an addendum to the Plat so indicating such modification. Such modification may include, but is not limited to, changing the size, shape, angle, location of any Unit and/or adding a sunroom to a Unit. No such modification(s) shall be deemed to change the percent or value of any Unit Owner's interest in the Common Elements; and acceptance of a deed to a Unit shall be deemed waiver of any right to compensation therefore.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

- 4.01 <u>Common Elements</u>. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:
 - (a) The Land;
 - (b) The paved driveway, private streets, lighting features, pedestrian walkways, if any, and bicycle pathways, if any, situated on the Land;

- (c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses and roofs);
- (d) Any other portion of the improvements to the Land including landscaping and lighting which is not included within the boundary of a Unit as described above; and
 - (e) Recreational amenities, if any.
- 4.02 <u>Limited Common Elements</u>. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:
 - (a) All sidewalks, access ways, steps, stoops, balconies, decks and patios (whether or not shown on the Condominium Plat) attached to, leading directly to or from, or adjacent to each Unit;
 - (b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any, and including any driveway leading to the garage portion of any Unit, provided, however, any vehicles parked on any driveway shall be limited to no more than one (1) vehicle and only for a period of up to three (3) weeks with longer terms requiring a written permit from the Association, the issuance of which shall be subject to the Association's sole discretion; and
 - (c) The mailboxes located in any mailbox islands identified on the Condominium Plat or as may exist from time to time as designated and reserved for any Unit.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, such that all of the actual as-built boundaries of any such Units and Common Elements are located within six (6) inches of the locations of the corresponding boundaries of such Units and Common Elements as described in Section 3.02 or elsewhere in this Declaration or as

shown on the Condominium Plat, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

- (b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.
- (c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

- 5.01 <u>Percentage Interests</u>. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the Percentage Interest shall be recalculated.
- 5.02 <u>Conveyance, Lease or Encumbrance of Percentage Interest</u>. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

- 5.03 <u>Voting</u>. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).
- 5.04 <u>Multiple Owners</u>. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.
- 5.05 <u>Limitations on Voting Rights</u>. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

RIGHT TO EXPAND

- 6.01 Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Waukesha County Register of Deeds, or such longer period as may be permitted by the Condominium Ownership Act. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.
- 6.02 Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded shall be 110, subject to further separation under Section 8.03. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. All Units constructed within the expansion area shall be for residential use.
- 6.03 <u>Effect on Percentage Interest in Common Elements</u>. Upon any expansion as described in this Article VI, the Percentage Interest appurtenant to each

Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

- 6.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Waukesha County Register of Deeds, which amendment shows the new Percentage Interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.
- 6.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII

CONDOMINIUM ASSOCIATION

other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Stone Lake Condominium Owners Association Inc., a Wisconsin corporation" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be

subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless a different date is specified in such rule or regulation.

- <u>Declarant Control</u>. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers allowed under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.
- 7.03 <u>Board of Directors</u>. The affairs of the Association shall be governed by a board of directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors.

7.04 Maintenance and Repairs.

(a) <u>Common Elements</u>. The Association shall be responsible for the management and control of the Common Elements and Limited Common

Elements (except routine maintenance of decks, patios and balconies which shall be the Unit Owner's responsibility) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Limited Common Elements (except routine maintenance of decks, patios and balconies which shall be the Unit Owner's responsibility), for snow plowing all sidewalks, driveways, private street, parking areas, the maintenance, repair and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways and parking areas. All repairs and replacements of decks, patios and balconies shall be the responsibility of the Association. The Association shall be responsible for replacing when necessary any Common Elements and Limited Common Elements.

- (b) <u>Units</u>. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), and for the routine maintenance (but not the repair or replacement of) exterior decks, patios or balconies appurtenant to the Unit, except to the extent any repair cost for any of the foregoing is paid by the Association's insurance policy described in Section 9.01. Each Unit (including routine maintenance of exterior decks, patios and balconies) shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, including the Limited Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.
- (c) <u>Damage Caused by Unit Owners</u>. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or

restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

- 7.05 <u>Common Expenses</u>. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 7.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation and to the extent applicable, expenses incurred for: repair and maintenance any amenities; landscaping and lawn care (including irrigation); snow shoveling and plowing; improvements to the Common Elements; common grounds lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.
- 7.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, Units owned by Declarant, or any party succeeding to the interest of the Declarant by assignment, sale or foreclosure, shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either: (a) record a document to cause its Units to be subject to General Assessments; or

- (b) pay to the Association the amount necessary to cause the General Assessments against the Unit not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves).
- 7.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.
- 7.08 <u>Common Surpluses</u>. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.
- 7.09 <u>Certificate of Status</u>. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.
- 7.10 <u>Management Services</u>. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes. The Manager under the management contract may, at its option, promulgate reasonable rules and regulations in addition to the Rules and Regulations which shall be enforced by the Association in accordance with enforcement of the Rules and Regulations.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01 Unit Alterations.

- (a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association and, if the Declarant owns any Unit in the Condominium, the prior written permission of the Declarant, which permission may also be denied in the sole discretion of the Declarant. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.
- (b) A Unit Owner acquiring an adjoining Unit or part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.
- (c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the total of the affected Percentage Interests of the Units so combined.

8.02 Relocation of Boundaries.

- (a) If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments.
- (b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect with the Waukesha County Register of Deeds.
- (c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.
- (d) No boundaries of any Units may be relocated without the written consent of the Mortgagees of the Units affected.
- (e) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded with the Waukesha County Register of Deeds. If the Declarant still owns a Unit within the Condominium, the Declarant's written approval shall be required for the effectiveness of such boundary relocation, which approval may be denied in the Declarant's sole discretion. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium documents.

8.03 Separation of Units.

- (a) No Unit may be separated into two (2) or more Units.
- 8.04 <u>Expenses</u>. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may

be charged as a special assessment to the affected Units in accordance with Section 7.07.

- 8.05 <u>Use and Restrictions on Use of Unit</u>. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:
 - (a) maintaining his or her personal professional library in his or her Unit;
 - (b) keeping his or her personal business or professional records or accounts in his or her Unit;
 - (c) handling his or her personal or business records or accounts in his or her Unit; or
 - (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.05 shall authorize the maintaining of an office at which customers or clients customarily visit and the same is prohibited. Notwithstanding anything contained herein to the contrary, Developer and/or Developer's agent, shall have the right to utilize any Unit or Units as a "model" open to the public for viewing.

8.06 <u>Nuisances</u>. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

- 8.07 <u>Lease of Units</u>. Each Unit or any part thereof may be rented by written lease, provided that:
 - (a) the term of any such lease shall not be less than one (1) year;
 - (b) the Unit Owners have obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
 - (c) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
 - (d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. A copy of each lease of all or any part of a Unit shall be filed with the Association within five (5) business days of such lease's effectiveness. The restrictions against leasing contained in this Section 8.07 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.08 <u>Signs</u>. No sign of any kind shall be displayed to the public view on any Unit or within the Common Elements without the written consent of the

Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units. This provision shall be enforced by the Association to the extent permitted by law.

- 8.09 <u>Garbage and Refuse Disposal</u>. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers or otherwise in appropriate disposal.
- 8.10 <u>Storage</u>. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any portion of the grass or lawn at any time.
- 8.11 Animals. Unit Owners shall be allowed to keep up to two (2) cats or dogs per Unit or any combination of cats and dogs and further subject to applicable local ordinances. No Rottweilers or Pit Bulls or other potentially vicious breeds of dog which would impair the Association's ability to obtain an HO-6 policy or its equivalent or will increase the cost of such insurance shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in the Units. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. No animal shall unreasonably disturb any Condominium resident; and no animal shall be left unattended in any portion of the Common Elements. All animals must be registered with the Association; and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate clean-up after their animals regardless of the circumstances.
- 8.12 <u>Landscaping; Use of Common Elements</u>. Unit Owners may not plant any decorative plants, vegetables and shrubbery outside of their Unit without the prior written consent of the Association. No Unit Owner may use any portion of the Common Elements (other than Limited Common Elements appurtenant to such Unit Owner's Unit) for its exclusive use and control. No Unit Owner may construct or install upon the Common Elements any shed, gazebo, lawn ornament or any other object or improvement.

ARTICLE IX

INSURANCE

- Fire and Extended Loss Insurance. The board of directors of the Association shall, obtain and maintain fire, casualty, and special form insurance coverage for the Units, the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Units and Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.
- 9.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.
- 9.03 <u>Fidelity Insurance</u>; <u>Directors' and Officers' Insurance</u>. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums

for such insurance shall be Common Expenses. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice. All premiums for such insurance shall be Common Expenses.

- 9.04 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least \$500,000 per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice; and such amount may be accomplished using an umbrella coverage policy. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 9.01, shall at all times be primary coverage. *Unit Owners* are encouraged to submit copies of the Condominium Declaration for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.
- 9.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.06 Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

- 10.01 <u>Determination to Reconstruct or Repair</u>. If all or any part of the Condominium becomes damaged or are destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.
 - (a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.
 - (b) <u>Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available.</u> If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds.

Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

- Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.
- 10.02 <u>Plans and Specifications</u>. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to Condominium; and (3) so long as the Declarant still owns a Unit within the Condominium, the Declarant approves in writing the variance, which approval may be denied in the Declarant's sole discretion. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.
- 10.03 <u>Responsibility for Repair</u>. Except as otherwise provided in Section 10.01, in all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

- 10.04 <u>Insurance Proceeds and Construction Fund</u>. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.
- 10.05 <u>Assessments For Deficiencies</u>. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.
- 10.06 <u>Surplus in Construction Funds</u>. All insurance proceeds, condemnation awards and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.
- 10.07 Partition and Sale upon Consent. If (a) following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-one Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.
- 10.08 <u>Mortgagees' Consent Required</u>. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

CONDEMNATION

- 11.01 <u>Allocation of Award</u>. Any damages for a taking of all or part of the Condominium shall be awarded as follows:
 - (a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any equipment, fixtures or improvements located therein and for consequential damages to the Unit or improvements located therein.
 - (b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.
- 11.02 <u>Determination to Reconstruct Condominium</u>. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.
- 11.03 <u>Plans and Specifications for Condominium</u>. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. Further, so long as Declarant still owns a Unit within the Condominium, Declarant's approval of such variance shall also be required, which approval may be denied in Declarant's sole discretion. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.
- 11.04 <u>Responsibility for Reconstruction</u>. In all cases after a taking of all or part of the Condominium, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.
- 11.05 <u>Assessments for Deficiencies</u>. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special

Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

- 11.06 <u>Surplus in Construction Fund</u>. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.
- 11.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interests appurtenant to any Unit shall be calculated by dividing one (1) by the number of Units which exist after the taking. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.
- 11.08 Partition and Sale Upon Consent. If, (a) pursuant to Section 11.02, the Association determines that, following a taking of all or part of the Common Elements, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII

<u>MORTGAGEES</u>

- 12.01 <u>Notice</u>. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") or any guarantor of a recorded mortgage or land contract encumbering a Unit that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive timely written notice of the following matters:
 - (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.
- (c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.
- (d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract.
- (e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article VII above by the owner of any Unit securing the mortgage or land contract.
- (f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association or land contract.
- (g) Any proposed action that requires the consent of a specified percentage of Mortgagees.
- 12.02 <u>Amendment of Provisions Affecting Mortgagees</u>. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval. The Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagees' interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a "return receipt" requested.
- 12.03 Owners of Unmortgaged Units. Except as otherwise set forth in Section 12.02 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.
- 12.04 <u>Condominium Liens</u>. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's

unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Declarant shall have the right to make amendments to this Declaration as expressly provided in this Declaration and to clarify ambiguities and correct errors without the written consent of the any of the Unit Owners. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the City of Cedarburg or the County of Waukesha to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of

thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII.

ARTICLE XV

GENERAL

15.01 <u>Utility Easements</u>. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Cedarburg and County of Waukesha or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

- 15.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.
- 15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.
- 15.04 <u>Severability</u>. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.
- 15.05 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium or the expanded Condominium. In addition to the rights regarding easements for utilities described in Section 15.01 above, Declarant shall have the authority during any period in which Declarant maintains control of the Association to grant any easements as may be required in connection with the development of the Condominium.

- 15.06 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving Stone Lake Development, Inc. at 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor resident agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.
- 15.07 <u>Assignment of Declarant's Rights</u>. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.
- 15.08 <u>Conflicts</u>. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.
- 15.09 Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8), Wis. Stats.

this day of	arant has caused this instrument to be signed _, 2023.
	STONE LAKE DEVELOPMENT, INC., a Wisconsin corporation
	By:Craig Caliendo, President
STATE OF WISCONSIN)) ss. COUNTY OF WAUKESHA) Personally came before me this _ Caliendo, as President of Stone Lake De who executed the foregoing instrument a	day of 2023, Craig velopment, Inc, a Wisconsin corporation, and acknowledged the same.
	Name: Notary Public, State of Wisconsin My Commission:

This document drafted by and should be returned to:

Craig A. Caliendo, Esq. 700 Pilgrim Parkway, Suite 100 Elm Grove, WI 53122

EXHIBIT A - CONDOMINIUM LAND LEGAL DESCRIPTION

EXHIBIT B

CONDOMINIUM PLAT

m squared engineering LLC Se N19 WASTB COMMERCE CT ELCARBURG, WI 53012 E PHONE (152) 375-4246 El msquaredengineering.com EASIS OF BERRINGS EASIS OF BERRINGS EAST UNE OF THE UE 1/R ECORDED AS W. 2*13 MO"W. SHEET 1 of X SHEET INDEX CONDOMINIUM LANDS 0.9025 ACRES 39,311 SQ.FT. 262F '04 759 1 101 E STATE OF THE STA 回 SUSAN LANE 27.5337 ACRES 1,199,370 SQ.FT. 1,072, CSM XXXX EXPANSION LANDS 11,429 ACRES 497,855 SQ.FT. LOT3. CSM XXXX SU' CAS EASINGNY PER DOC NO. **PRELIMINARY** 107 3 CEM NO. 417. DOLOT J. PARKNEN MEADONS NO. A CHIEGO S' EVINSSEL SETTAGE I, ANTHONY I, GROMACKI, DO HERGEY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCHIBED PROPERTY ACCORDING TO OFFICIAL RECROES, AND THAT THIS LAT IT ARTIER AND CORRECT REPRESENTATION OF THE COTESTOR BOUNDARY INSEE, PREVOUSEY DESCHIED PUSILGED SEALS, BECUNREFINE EASEMENTS, AND THE LOCATION OF IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY. THIS CONDOMINIUM PLATEA CORRECT REPRESENTATION OF "STONE LAKE CONDOMINIUM" AS PROPOSED AT THE DATE HERGO, AND THE IDENTIFY FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT. THE UNDESIGNED SUMPTOR MAKES NO CERTIFICATION AS TO THE ACCURACY THE DAGARAMMATIC CIONA PLANTING NOT THE BUBLISHED OF THE DAGARAMMATIC CIONA PLANS OF THE BUBLISHES OF THE DAGARAMMATIC CIONA PLANS OF THE BUBLISHES CONTAINED IN THE CUITS OR THE APPROXIMANT EDIMENSIONS AND PLODE AREAS THEREOF. refer to section X of the declaration of condominium for descriptions of the limited common elements. THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, QUALITY AND OTHER STANLAR FEATURES OF THE REMANSION HANDS, INCLIDING WITHOUT LIMITATION THE LIMITED COMMON ELEMENTS, GERIERAL COMMONE ELEMENTS, AND THE UNITS. LOTS ONE (1), AND TWO (2) OF CERTIFIED SURVEY MAP NO. XXXX, BEING PART OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP AD NORTHEAST 1/4 OF SECTION 22, TOWNSHIP AD NORTHEAST 1/4 OF SECTION 22, TOWNSHIP AD NORTHEAST 1/4 OF THE COUNTY, RANGE 21 EAST, IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUWEE COUNTY, WASCONSIN. THE EXACT LOCATION AND POSITION OF BUILDINGS AS SHOWN ON THIS PLAT ARE SUBJECT TO RELOCATION NO REPOSITIONAL WITHIN THE BUILDINGS INVELOPES BY THE DECLARANT, AT THE DECLARANTS SOLE PROFESTION, IN ACCORDINGE WITH THE DECLARANTS SOLE THE 60° WIDE PUBLIC ROAD RIGHT-OF-WAY OF STONE LAKE CIRCLE AND FUTURE ROADWAY STUB WAS DEDICATED BY CSM NO. XXXX, WHICH WAS RECORDED AS DOCUMENT NO. XXXXXXX. SEE SHEFT 2. LOT THREE (3) OF CERTIFIED SURVEY MAP NO. XXXX, BEING PART OF PART OF THE SOUTHWEST 1,4 OF THE NORTHEISST 1,4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG, RANGE 21 EAST, IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS. ANTHONY J. GROMACKI S-2090 JACKSON, WI STONE LAKE CONDOMINIUM CITY OF CEDARBURG AND TOWN OF CEDARBURG OZAUKEE COUNTY, WISCONSIN STONE LAKE DEVELOPMENT, INC. SAID PARCELS CONTAIN 1,238,681 SQUARE FEET OR 28,4362 ACRES. SAID PARCEL CONTAINS 497,855 SQUARE FEET OR 11,4292 ACRES. PRELIMINARY THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS-2090 SURVEYOR'S CERTIFICATE: ANTHONY J. GROMACKI, PLS-2090 CONDOMINIUM LANDS: OZAUKEE COUNTY, WISCONSIN. EXPANSION LANDS: DECLARANT: NOTES: r,i mí

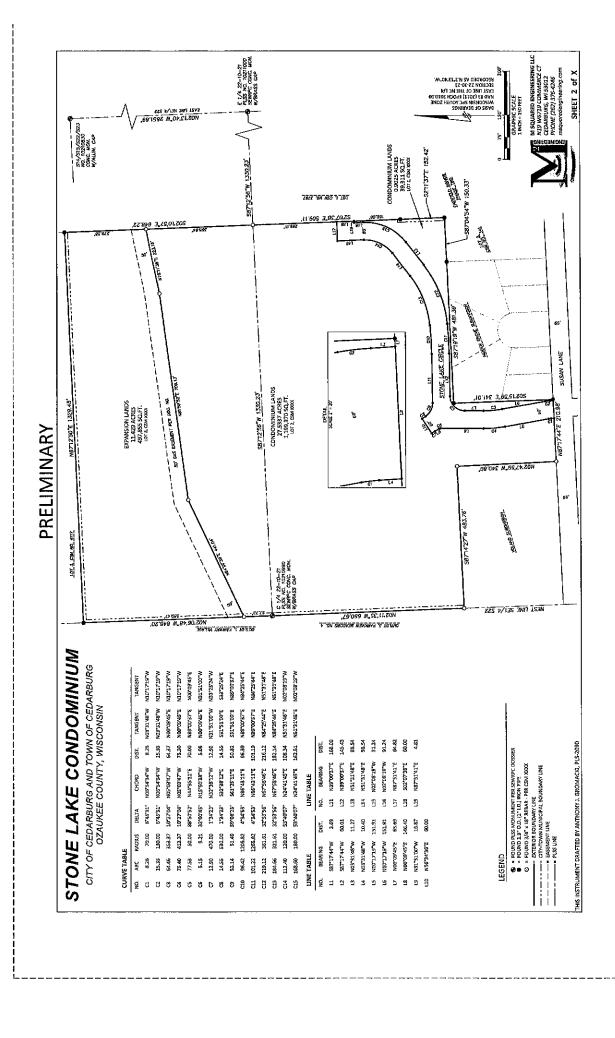


EXHIBIT C - CONDOMINIUM EXPANSION LANDS

PRELIMINARY

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG OZAUKEE COUNTY, WISCONSIN

DECLARANT: STONE LAKE DEVELOPMENT, INC.

NOTES:

- 1. COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS.
- 2. REFER TO SECTION X OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.
- 3. THE EXACT LOCATION AND POSITION OF BUILDINGS AS SHOWN ON THIS PLAT ARE SUBJECT TO RELOCATION AND REPOSITIONING WITHIN THE BUILDING ENVELOPES BY THE DECLARANT, AT THE DECLARANT'S SOLE DISCRETION, IN ACCORDANCE WITH THE DECLARATION.
- 4. THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, QUALITY AND OTHER SIMILAR FEATURES OF THE EXPANSION LANDS, INCLUDING WITHOUT LIMITATION THE LIMITED COMMON ELEMENTS, GENERAL COMMON ELEMENTS, AND THE UNITS.
- 5. THE 60' WIDE PUBLIC ROAD RIGHT-OF-WAY OF STONE LAKE CIRCLE AND FUTURE ROADWAY STUB WAS DEDICATED BY CSM NO. XXXXX, WHICH WAS RECORDED AS DOCUMENT NO. XXXXXXXX. SEE SHEET 2.

CONDOMINIUM LANDS:

LOTS ONE (1), AND TWO (2) OF CERTIFIED SURVEY MAP NO. XXXX, BEING PART OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCELS CONTAIN 1,238,681 SQUARE FEET OR 28.4362 ACRES.

EXPANSION LANDS:

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. XXXX, BEING PART OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCEL CONTAINS 497,855 SQUARE FEET $\,$ OR 11.4292 ACRES.

SURVEYOR'S CERTIFICATE:

I, ANTHONY J. GROMACKI, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO OFFICIAL RECORDS, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES, PREVIOUSLY DEDICATED PUBLIC ROADS, ENCUMBERING EASEMENTS, AND THE LOCATION OF IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

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

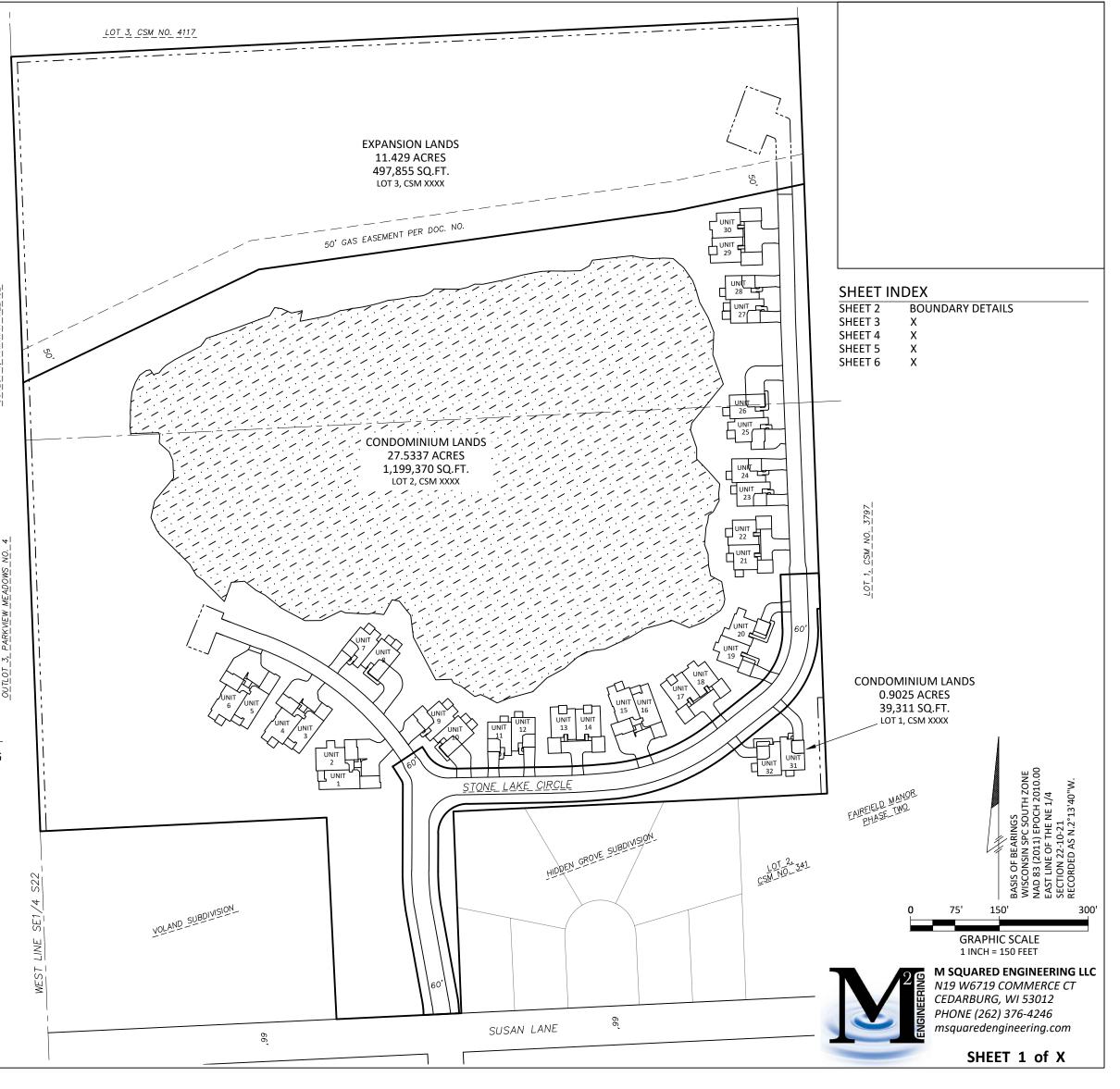
PRELIMINARY

ANTHONY J. GROMACKI, PLS-2090

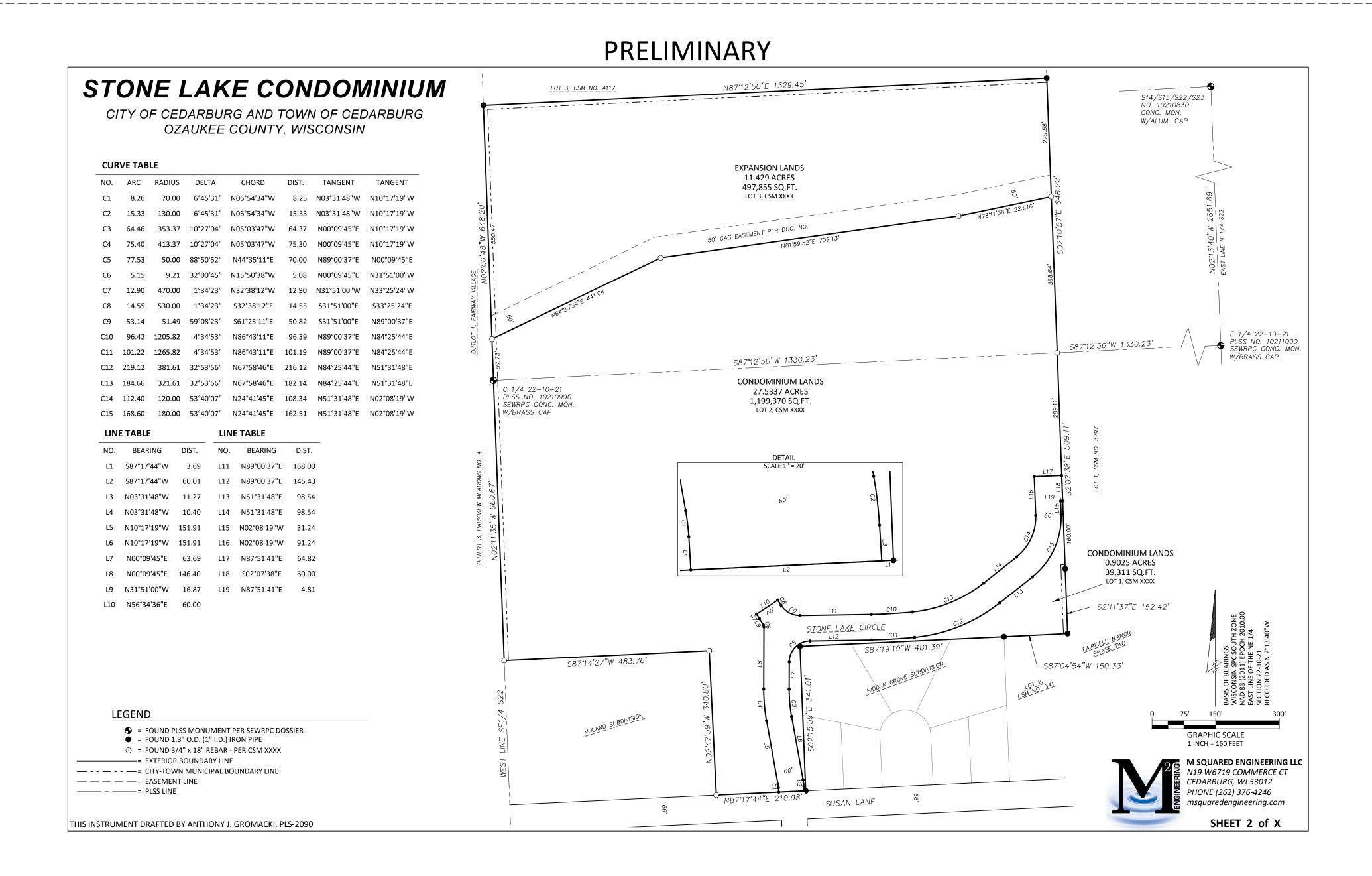
DATE

GROMACKI

JACKSON,



THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS-2090



JACKSON DISTRIBUTION & WAREHOUSE

To: City of Cedarburg Plan Commission Prepared by: Jonathan P Censky, City Planner

Agenda Item: **6.B.** Meeting Date: November 6, 2023

General Information

Applicant: Jackson Distribution and Warehouse, LLC

Status of Applicant: Future Owner

Location: Lot #2, Business Park

Requested Action: Site, Architectural, Landscaping Plan Approval

Existing Zoning: M-3 Business Park

Lot Size: 10.6-acres

Existing Land Use: Vacant

Report:

The applicant is proposing a multi-tenant distribution and warehouse building within the City's Business Park on lot #2 of the certified survey map that you approved last month. This building is proposed at 154,923 square feet in size and 39' in height. Section 13-1-61(b)(2), of the zoning code lists, among others, permitted uses in the M-3 District as follows: buildings for the storage of goods and materials, where such goods and materials are stored inside the building, provided such building is not a mini warehouse building subdivided into more than three (3) multiple warehouse and storage facilities containing less than one thousand five hundred (1,500) square feet each and available for lease.

This building is proposed for the back lot in the park that is on the curve in Forward Way and backs up to the pending Stonelake Development to the south and to the west is the Fairway Village subdivision. This building will be divided into separate leasable units of around 15,000 square feet in size with the main façade fronting Forword Way, the secondary facade fronts to the south. All loading docks will be on at the west or the east end of the building.

Site Plan

While my review indicates that the plans are compliant with the M-3 district regulations, the plans propose the lot coverage right at the maximum limit allowed by the code. Section 13-1-61 (h) states that the lot coverage by buildings, accessory structures and surface parking and driveways shall occupy a maximum of 70% of the lot. Our calculation indicates that the proposed lot coverage is 69.8%. Accordingly, the applicant is aware that there is no room for future building expansion or for additional parking if the need arises. The plan proposes 104 parking stalls situated along the front and back sides of the building with loading docks at the far ends of the building.

Site/Architectural/Landscaping Plan Jackson Distribution & warehouse November 6, 2023 Page 2

Architectural

This single-story building is located along the curve in Forward Way with one section facing to the north and the other section facing northwest. The building will be constructed of pre-cast insulated concrete panels on all four elevations. To provide interest, the building will be painted using five separate colors of a repeating white, grey, and brown scheme with a decorative brown course that extends around the entire building at the height of the top of the blue windows. For each tenant space, the plan shows an aluminum store front entryway system.

Exterior lighting

According to their plan, the exterior lighting plan consists of a combination of down-lit pole mounted fixtures, wall mounted and canopy fixtures. The down-lit wall fixtures will be mounted at a height of 17' and generally spaced equally around the entire building. At the northeast and west side of the site the plan shows 5 pole fixtures at a height of 17' mounted on a 2' pedestal. The canopy lighting fixtures are down lit under the entryway canopies. Staff reviewed indicates that the lighting plan proposes no point source lighting and that it is compliant with city requirements.

Landscaping

The landscaping plan proposes to enhance the look of the building with planting of Swamp White Oak, Burr Oak, and Red Oak trees along the front and rear façade and that planting scheme will be further enhance by low growth foundational plantings deciduous and evergreen shrubs and perennials and decorative grasses. In the open space directly in front of the building and along the westerly drive, they propose a planting mix of White Spruce, Black Hills Spruce, White Pine, and Douglas Fir Trees.

Staff Comments:

As noted, the plans are code compliant, but they are at the maximum limit as regards the lot coverage. Accordingly, the applicant will need to monitor their mix of uses to ensure that their parking is adequate going forward as there is no room to add parking in the future under current code requirements. Staff would also note that directly west of the loading docks on the west side of the building is the Fairway Village subdivision. To address potential future problems with noise and lighting, staff recommends that the developer create a substantial landscaped berm along the south drive, in line with the loading docks. In addition, your approval should be subject to the following:

- Fire Department recommends connecting water mains to create a looped system (confirm with Cedarburg Light & Water).
- Fire protection feature locations such as FDC, fire alarm panels, knox boxes, etc, to be determined as the project progresses. Parking shall be prohibited in front of FDC.
- The elevator should be large enough to fit EMS equipment.
- Onsite traffic circulation should be designed to ensure adequate turning radius for Fire Department apparatus.
- Radio coverage booster system and/or testing may be needed.
- Ensure the overhang is tall enough to fit fire/EMS equipment.
- Future storage uses may require additional fire protection features.

Site/Architectural/Landscaping Plan November 6, 2023 Page 3



Caitlin LaJoie **Briohn Building Corporation** 3885 N Brookfield Rd, Suite 200 Brookfield, WI 53045

October 9, 2023

DESIGN / BUILD CONSTRUCTION

City of Cedarburg W63N645 Washington Avenue PO Box 49 Cedarburg, WI 53012

Dear Staff and Commissioners,

Briohn Building Corporation is pleased to present the following project summary on behalf of Jackson Distribution and Warehouse LLC ("Owner") to the City of Cedarburg ("City") for Site Plan and Architectural Plan Approvals of the proposed development ("Development").

ARCHITECTURAL DESIGN

Subject Site

The subject site ("Site") is in the southeast quadrant of State Road 60 and Forward Way on future Lot 2, consisting of 10.57 acres. The Development meets all M-3 Standards and covenants defined in Highway 60 Business Park Declaration of Restrictions and Covenants.

DEVELOPMENT

	M-3 Standards	Development
Street Yard Setback	40'	86.2'
Interior Yard Setback	25'	16.5'
Rear Yard Setback	25'	74'
Maximum Building Height	45'	37.5'
Minimum Open Space	30%	30.2%
Maximum Lot Coverage	70%	69.8%

PROPERTY MANAGEMENT

Operational Information

There are two prospective tenants to occupy this Development. Expected operations for each tenant will not negatively impact the surroundings uses. Each tenant is allowed within M-3 either as a permitted use or conditional use. Should Tenant 2 execute the lease, the Owner will seek a conditional use permit for approval of an adult day program facility.

	Tenant 1	Tenant 2
Lease Terms	10 – 20 years	10 – 20 years
Days Operational	Monday – Sunday	Monday – Sunday
Hours Operational	24 hours	5:00am - 10:00pm
Number of Full-time Employees	6 – 8	16
Number of Part-time Employees	10 – 12	8 – 10

Building Schedule

Below is an overview of the anticipated entitlement and building schedule.

Task	Date
Plan Commission Submittal	10/09/23
Plan Commission Public Hearing	11/06/23
Early Start Permit	10/26/23
DSPS Approval	12/11/23
Building Permit Issued	01/02/24
Project Completion	06/24/24

Project Value

The total project value is expected to be approximately thirteen million eight hundred thousand dollars (\$13.8MM), including all site improvements.

Impact on Utilities

Overall, this multitenant building will not demand a high amount of utility usage. The Development is designed to accommodate prospective uses such as a warehouse, office space, and a community-based adult day program organization.

Traffic Flow Considerations

The proposed plan reflects two ingress and egress locations on Forward Way. Both drives will accommodate passenger and truck traffic with appropriate signage directing vehicles accordingly. There is ample parking and a sufficient number of truck docks for the proposed use.

Vision of Development

The Site is zoned M-3 within the Highway 60 Business Park. To entitle this Development, the Owner anticipates obtaining Site and Architectural plan approvals from Plan Commission, with potential for a Conditional Use Permit should Tenant 2 execute a lease. Additionally, the City is pursuing a new Certified Survey Map to create Lot 2. The Development meets or exceeds all M-3 bulk zoning requirements. All local and state approvals will be obtained for construction and occupancy.

The Development is approximately 155,000 square feet, designed to potentially accommodate multiple tenants, and will be complementary to the surrounding uses. A professional landscape architect prepared the proposed landscape plan according to the City ordinance, providing ample green space and plantings. A stormwater analysis was completed to confirm capacity and treatment.

Materials and Image

The Developer has reviewed and understands the architectural design elements required by the City. The proposed design meets or exceeds the code while being aesthetically pleasing using precast insulated concrete panels, ample glazing, and steel canopies over entrance points to create architectural interest at a human scale. Please reference Exhibit C attached hereto for proposed renderings and elevations.

Development Benefits to the City and Surrounding Community

The Development will provide an attractive building for reputable businesses within Cedarburg. It will be constructed using high-quality materials to raise the quality and appearance of industrial developments in the area.

Conclusion

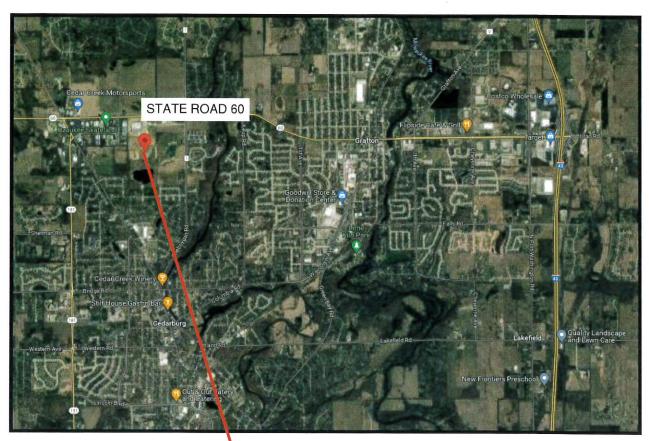
Thank you for reviewing the proposed Development with our design team. We look forward to continuing the approval process with the City. Should you have any further questions, please do not hesitate to contact me.

Sincerely,

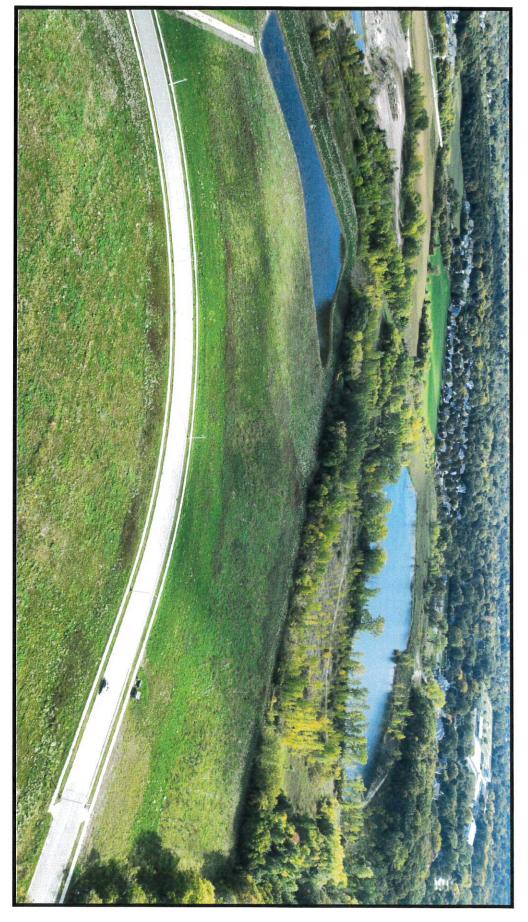
Caitlin LaJoie, Director of Land Development Briohn Building Corporation <u>clajoie@briohn.com</u> 262-790-0500

EXHIBIT A SITE LOCATION & AERIALS

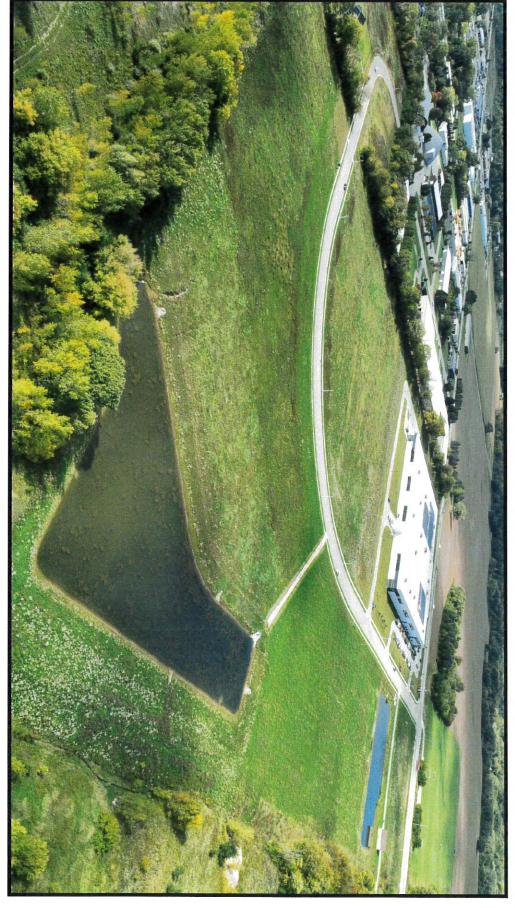
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Page | 6



Page | 7

EXHIBIT B PROPOSED SITE PLAN

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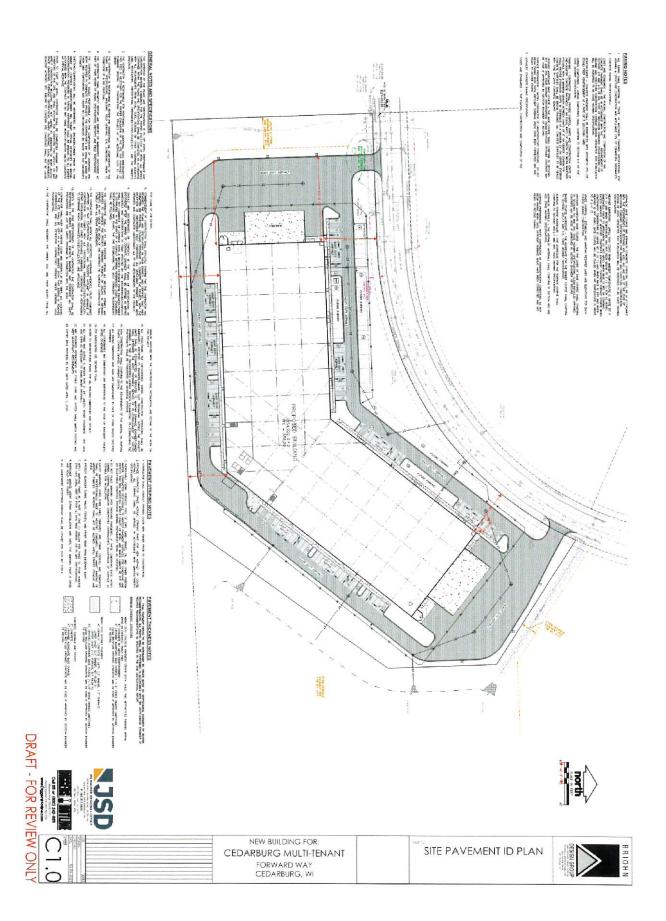


EXHIBIT C

PROPOSED RENDERINGS AND ELEVATIONS

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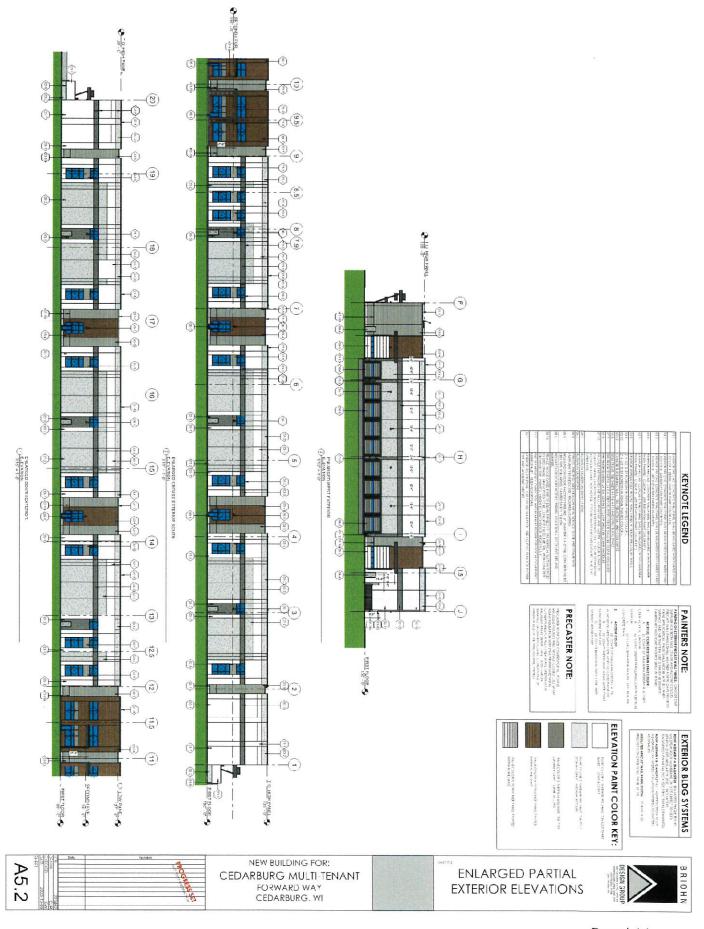














RESIDENTIAL • COMMERCIAL • INDUSTRIAL 227 Weil Drive • Slinger, WI 53086 Phone(262)644-6940 • Fax(262)644-7647

Cedarburg Multi Tenant

Exterior Lighting Submittal 10-5-2023

A17-4T100N+A17-WM







Color: Bronze



Weight: 11.2 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type	Constant Current	Watts	100W
120V	1.0A	Color Temp	3500k
208V	0.60A	Color Accuracy	70 CRI
240V	0.50A	L70 Lifespan	100,000 Hours
277V	0,40A	Lumens	13822.3
Input Watts	97.56W	Efficacy	141.7 lm/W

Technical Specifications

Compliance

UL Listed:

Suitable for wet locations

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.

DLC Product Code: PLBIJH80K4UJ

Electrical

Driver:

Constant Current, Class 2, 120-277V, 50/60Hz, 120V: 1.50A, 208V: 0.70A, 240V: 0.70A, 277V: 0.60A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:

3.67% at 120V, 10.35% at 277V

Power Factor:

99.8 % at 120V, 94 % at 277V

Surge Protection:

10kV

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Construction

IES Classification:

The Type IV distribution (also known as a Forward Throw) is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semicircular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Lens:

Polycarbonate lens

Housing:

Die-cast aluminum housing, lens frame and mounting arm

IP Ratino

Ingress protection rating of IP65 for dust and water

Vibration Rating:

3G vibration rating per ANSI C136.31

EPA:

- 1 Fixture: 0.46
- 2 Fixtures at 90°: 0.60
- 2 Fixtures at 180°: 0.93
- 3 Fixtures at 90°: 0.93
- 4 Fixtures at 90°: 0.93

EPA with Slipfitter & Adjustable Arm Mounting Accessories (Sold Separately)

- 1 Fixture: 0.66
- 2 Fixtures at 90°: 0.80
- 2 Fixtures at 180°: 1.32
- 3 Fixtures at 90°: 1.32
- 4 Fixtures at 90°: 1.32

Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease. Round pole diameter must be >4" to mount fixtures at 90° orientation.

Finish:

Formulated for high durability and long-lasting color

Technical Specifications (continued)

Construction

Green Technology:

Mercury and UV free. RoHS-compliant components.

LED Characteristics

LEDs:

Long-life, high-efficiency, surface-mount LEDs

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Other

5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions: A17-4T100N



Features

0-10V Dimming, standard 100,000-hour LED lifespan 5-Year, Limited Warranty

Ordering Matrix

- ..

Family	Distribution	Wattage/Lumens	Mounting	Color Temp	Driver	Options
A17	(4T)	100		N		
	3T = Type III 4T = Type IV 5T = Type V	70 = 70W/10,000LM 100 = 100W/15,000LM 150 = 150W/22,500LM 200 = 200W/30,000LM 240 = 240W/36,000LM 300 = 300W/45,000LM 375 = 375W/51,800LM	Blank = Universal Pole Mount SF = Slipfitter (Factory installed SF available in 150W)	Blank = 5000K Cool N = 3500K	Blank = 120-277V, 0-10V Dimming /480 = 480V, 0-10V Dimming	Blank = No Option /3PRS = 3-pin Receptacle and Shorting Cap /7PRS = 7-pin Receptacle and Shorting Cap /MVS = Microwave Motion Sensor /LC = Lightcloud* Controller

A17-4T70N



TYPE: P1 17' pole on a 2' base





Color: Bronze

Weight: 10.8 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type	Constant Current	Watts	70W
120V	0.70A	Color Temp	4000K (Neutral)
208V	0.40A	Color Accuracy	70 CRI
240V	0.35A	L70 Lifespan	100,000 Hours
277V	0.30A	Lumens	9,938 lm
Input Watts	70.8W	Efficacy	140.3 lm/W

Technical Specifications

Compliance

UL Listed:

Suitable for wet locations

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

Ingress protection rating of IP65 for dust and water

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.

DLC Product Code: PLPPBUH2NS6D

Electrical

Driver:

Constant Current, Class 2, 120-277V, 50/60Hz, 120V: 0.70A, 208V: 0.40A, 240V: 0.35A, 277V: 0.30A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD: "

3.19% at 120V, 13.21% at 277V

Power Factor:

99.5 % at 120V, 91.7 % at 277V

Surge Protection:

10kV

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Construction

IES Classification:

The Type IV distribution (also known as a Forward Throw) is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semicircular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Lens:

Polycarbonate lens

Housing:

Die-cast aluminum housing, lens frame and mounting arm

Vibration Rating:

3G vibration rating per ANSI C136.31

EPA:

1 Fixture: 0.46

2 Fixtures at 90°: 0.60

2 Fixtures at 180°: 0.93

3 Fixtures at 90°: 0.93

4 Fixtures at 90°: 0.93

EPA with Slipfitter & Adjustable Arm Mounting Accessories (Sold Separately)

1 Fixture: 0.66

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Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease. Round pole diameter must be >4" to mount fixtures at 90° orientation

Formulated for high durability and long-lasting color

A17-4T70N



Technical Specifications (continued)

Green Technology:

Mercury and UV free. RoHS-compliant components.

LED Characteristics

LEDs:

Long-life, high-efficiency, surface-mount LEDs

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Optical

BUG Rating:

B3 U0 G3

Other

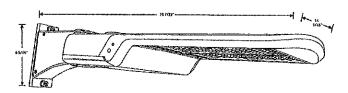
5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA), Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- 0-10V Dimming, standard
- 100,000-hour LED lifespan
- 5-Year, limited warranty



Ordering Matrix								
Family	Distribution	Wattage/Lumens	Mounting	Color Temp	Driver	Options		
A17 -	4T	70		N				
	3T = Type III 4T = Type IV 5T = Type V	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN 2 IN COL	Blank = Universal Pole Mount SF = Slipfitter (Factory installed SF available in 150W)	Blank = 5000K Cool N = 4000K Neutral	Blank = 120-277V, 0-10V Dimming /480 = 480V, 0-10V Dimming	Blank = No Option /3PRS = 3-pin Receptacle and Shorting Cap /7PRS = 7-pin Receptacle and Shorting Cap /MVS = Microwave Motion Sensor /LC = Lightcloud* Controller		

¹ 480V driver available standard on 150W and 300W and by special order on 100, 240 and 375W. Not available on 70W or 200W models.

Type II distribution available as special order

Wall mount and adjustable universal pole mount available as optional field-installed accessories





Catalog Number	
Notes	
Туре	

Contractor Select™

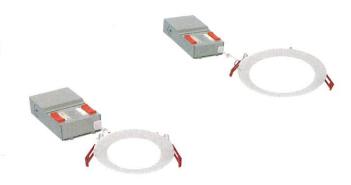
WF4 & WF6 ALO + SWW5

4" & 6" Flat LED Downlight

Featuring a smooth matte white finish, the 4" and 6" flat series of wafers offer both adjustable CCT and lumen output. This combination allows you to create the perfect look for your space with low/medium/high lumen outputs and a choice of 2700K, 3000k, 3500K, 4000K, 5000K CCT.

FEATURES:

- Low, Medium, and High lumen settings means you can mount these wafers at almost any ceiling height within a home.
- Standard wet location listing means our wafers can be mounted in bathrooms and covered outdoor spaces.
- With no can needed to install, time of installation is significantly lower than with traditional downlights
- Available matte black, satin nickel or oil rubbed bronze trim rings enable further customization to your space.





















Catalog Number	UPC	Description	Replaces Up To	Lumens	Input Watts	сст	CRI	Voltage	Finish	Dimming Protocal	Pallet qty.
WF4 ALO19 SWW5 90CRI MW M6	00197589041057	4" Smooth LED Downlight	65W Incandescent	700/900/1100	14.5W	2700K/3000K/3500K/ 4000K/5000k	90	120V	Matte White	Triac	540
WF6 ALO20 SWW5 90CRI MW M6	00197589041194	6" Smooth LED Downlight	75W Incandescent	800/1050/1300	16W	2700K/3000K/3500K/ 4000K/5000k	90	120V	Matte White	Triac	360





Accessories: Order as separate catalog number.

WF8643 PAN R6

Universal New Construction Pan, Retail Pack of 6

WF8643 PAN U

Universal New Construction Pan, unit pack

WF4 PAN R12

4" new construction pan, retail pack of 12

WF6 PAN R12

6" new construction pan, retail pack of 12

WF4GR MW

4" Wafer Goof Ring 4.2" ID x 6.2" OD

WF6GR MW JZ

6" Wafer Goof Ring 6" ID x 8" OD

WFJB U

Remodel Joist Bar

WFEXC6 SW3PIN FT4

3-Pin 6ft Cable

WFEXC10 SW3PIN FT4 3-Pin 10ft Cable

WFEXC20 SW3PIN FT4 3-Pin 20ft Cable

Goof rings are made of 22 gauge steel and painted white.



WF8643 Universal New Construction Pan



WF4_WF6 PAN New Construction Pan



Remodel Joist Bar



WFEXCx FT4 3-Pin Cable





Specifications

HOUSING:

Die cast aluminum mounting frame provides passive thermal cooling achieving L70 at 50,000 hours • FT4 3-pin plenum rated cable connector to connect from module to remote driver box • Steel spring clip for easy installation. 4" & 6" cut out templates are provided to ensure a correct sized hole is cut into ceiling for proper installation of the trim • Can be installed from 3/8" to 1 ½" ceiling thickness • Can be removed from below the ceiling for service or replacement.

LED LIGHT ENGINE:

LEDs are integrated to one piece high purity aluminum, thermally conductive housing to provide uninterrupted heat transfer to ensure long life of the LED Switchable white color temperature from 2700K, 3000K, 3500K, 4000K, 5000K • 90 CRI minimum • Color accuracy within 4 step McAdams Ellipse at the end CCT (2700K and 5000K), within 7 step McAdams Ellipse in the middle CCT (3000K, 3500K, and 4000K) • Dimming 100% to 10% with most standard incandescent dimmers (see list of approved dimmers).

DRIVER

Connect directly to 120V Class-2 (CAN ICES-005 (B) / NMB-005 (B)) LED driver. 120V 60 Hz constant current driver provides noise free operation • IC rated driver with convenience of a switch to choose between three lumen output settings (Low/Medium/High) • The isolated driver integrated inside steel remote box with four 7/8" knockouts with slots for pryout. Suitable for pulling wires with the 12 cubic-inch wiring compartment to accommodate up to (6) 14 gauge insulated conductor or (4) 12 gauge insulated conductors; making the Wafer LED Downlights much easier to wire in 2in/2out (plus ground) daisy-chain applications and contractor friendly • 2" plenum space required for the installation of the WF6 driver box; 3" plenum space required for the installation of the WF4 driver box • Suitable for installation in t-grid and drop ceiling applications with universal new construction pan.

OPTICAL SYSTEM:

Edge-lit LED technology uses light guided plate to distribute light • Polycarbonate lens provides even illumination throughout the space • Efficient system that can produce over 1100 lumens while using 14.5W with the WF4 and over 1300 lumens while using 16W with the WF6 • Replaces 65W incandescent (WF4) and 75W incandescent (WF6).

HEE-

Rated for 50,000 hours at 70% lumen maintenance.

LABELS:

CSA certified to US and Canadian safety standards • ENERGY STAR® certified product
• Suitable for wet location, covered ceiling • Air-Loc certified in accordance with ASTM E2832004 • NOM Certified • Can be used to comply with California Title 24 Part 6 High Efficacy LED light Source Requirements • U.S. Patent No. 10,681,784.

TESTING

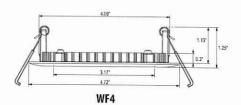
All reports are based on published industry procedures; field performance may differ from laboratory performance.

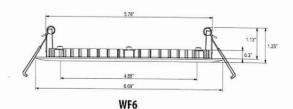
WARRANTY:

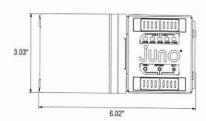
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions









PERFORMANCE DATA

	WF4 ALO19 SWW5	WF6 ALO20 SWW5
Input Voltage	120V	120V
Input Power Typical	14.5W (+/-5%)	16W (+/-5%)
Frequency	60 Hz	60 Hz
EMI/RFI	FCC Title 47, Part 15 Class B (consumer)	FCC Title 47, Part 15 Class B (consumer)
Minimum Starting Temp	-40°F (-40°C)	-40°F (-40°C)

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C.

CEDARBURG MULTI-TENANT

FORWARD WAY - LOT #2 CEDARBURG, WI 53012



	PC SHEET INDEX
Sheet Number	Sheel Name
T1.0	TITLE SHEET
	72
CS-1	SURVEY
C1.0	SITE PAVEMENT ID
C2.0	SITE GRADING AND EROSION CONTROL PLAN
C3.0	SITE UTILITY PLAN
C4.0	NOTES & DETAILS
C4.1	NOTES & DETAILS
1.1.0	OVERALL LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN NORTHEAST
L1.2	LANDSCAPE PLAN SOUTHWEST
L2.0	LANDSCAPE NOTES & DETAILS
A0.3	ARCHITECTURAL SITE PLAN
A1.0	OVERALL FIRST FLOOR PLAN
AI,I	PARTIA: ENLARGED FLOOR PLAN (WEST)
A1.2	PARTIAL ENLARGED FLOOR PLAN (EAST)
A1.3	OVERALL SECOND FLOOR/CLERESTORY PLAN
A1.4	PARTIAL ENLARGED SECOND FLOOR PLAN (WEST)
A1.5	PARTIAL ENLARGED SECOND FLOOR PLAN (EAST)
A4.0	ROOF PLAN AND DETAILS
A5.0	EXTERIOR OVERALL ELEVATIONS
A5,1	ENLARGED PARTIAL EXTERIOR ELEVATIONS
A5.2	ENLARGED PARTIAL EXTERIOR ELEVATIONS
A5.3	ENLARGED PERSPECTIVE

BRIOHN

SHEET

NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI

PLAN COMMISSION SET OCTOBER 9, 2023

JACKSON DISTRIBUTION & WAREHOUSE, LLC ANDREW BERNS CARY BILICKI

JACKSON, WI 53037 (608) 217-3137 PHONE

CIVIL ENGINEER: JSD PROFESSIONAL SERVICES, INC. RIZAL W. ISKANDARSJACH, P.E., P.L.S.

GENERAL CONTRACTOR :

3885 N. BROOKFIELD PD., SUITE 703

KEVIN BYRNE, PLA & LEED AP BD+C

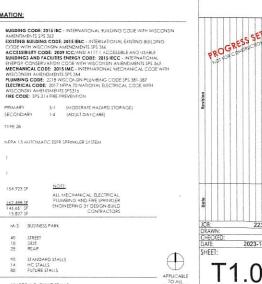
BROOKFIELD, WISCOPISIN 53045 (262) 790-0500 PHONE (262) 793-0505 FAX

BRIGHN DESIGN GROUP LLC CHRISTOPHER WENZLER, AIA

ARCHITECT :

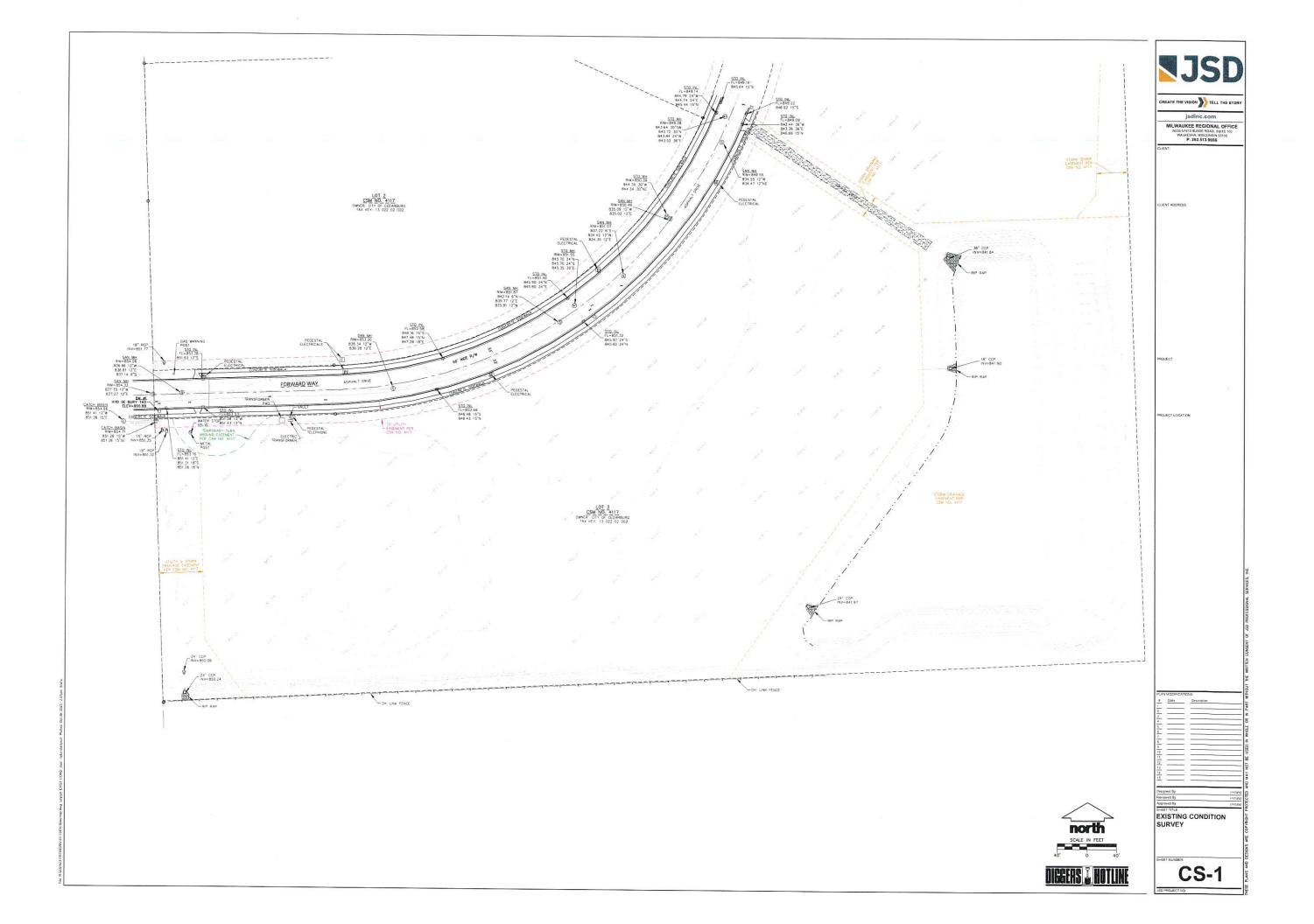
3885 N. BROOKFIELD RD., SUITE 200 BROOKFIELD, WISCONS [262] 790-0530 PHONE [262] 793-0505 FAX CWEPZIEF 6 Dr Jahn. Com

STRUCTURAL ENGINEER: KEVIN JANKOWSKI, PE CHRISTOPHER CLINE, PE



104 TOTAL PARKING STALLS (DOES NOT INCLUDE FUTURE STALLS)

PROJECT BUILDING INFORMATION:





3. ASPHALTIC CONCRETE PAVING SPECIFICATIONS-

REINFORCEMENT - CONCRETE PAVEMENT SHALL BE REINFORCED WITH NOVOMESH 950 (OR EQUAL) FIBER REINFORCEMENT AT A RATE OF 5 LBS/CUBIC YARD. GRADE CONTROL — ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION. CURING COMPOUNDS - CURING COMPOUNDS SHALL CONFORM TO SECTION 415 OF THE STATE HIGHWAY SPECIFICATIONS. FRISHING — CONTRACTOR SHALL PROVIDE CONTROL JOHNS AND CONSTRUCTION JOHNS OF ONE—GUARTIER CONSERVER, INCONESS AT AN EDUCK, SATIO OF LENGTH TO WIDTH MARRISCHE SHALL PROVIDE LENGTH STATE OF THE STATE O BINDER COURSE AGGREGATE - THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 315, STATE HIGHWAY SPECIFICATIONS. SURFACE COURSE AGGREGATE - THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2 7 AND 465, STATE HIGHWAY SPECIFICATIONS. ASPHALTIC WATERIALS — THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS CRUSHED AGGREGATE BASE COURSE - THE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, SATE HIGHWAY SPECIFICATIONS. CLEAN RECYCLED CRUSHED CONCRETE MAY BE USED IF APPROVED BY GEOTECH REMORER OF RECORD. SURFACE PREPARATION — NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS DO NOT BEGIN PAVING WORK UNIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO REFERSE PAMING. CODES AND STANDARDS - THE PLACING, CONSTRUCTION AND COMPOSITION OF THE FORWARD WAY PROPOSED BUILDING (154,922 S.F.) FFE = 854.00 SHEET INDEX SITE PAVEMENT ID SITE GRADING PLAN AND EROSION CONTROL PLAN SITE UTILITY PLAN C2.0 C3.0 C4.0 C4.1 SITE DETAILS AND NOTES

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DESIGN GROUP

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PAVEMENT

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NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI

GENERAL NOTES AND SPECIFICATIONS

- THE INITIATION OF THE PLANE AND SPECIFICATIONS S. TO SET FORTH PERFORMANCE AND CONTRIBUTION MARKINE, TRANSPORT OF THE HEMPER PECULION OF ROPE, ALL, GREEN CONTAINED WITHIN THE PLAYS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FERBEAL OR OTHER CONTRIBUTIONS, JURISDICTIONAL ORDINANCES/CDDES/RULES/ETC., AND THE OWNER'S DEECLED.
- THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.

- 14 THE CONTRACTOR SHALL INDEMNIFY THE OWNER, JSD, AND THEIR AGENTS FROM ALL

- 21 ALL CURB AND GUITER IS WISDOT TYPE D. 18", UNLESS NOTED OTHERWISE. USE HIGH-SIDE CURB AS NECESSARY TO DRAIN WATER PROPERLY.
- 22. ANY REQUIRED REPLACEMENT OF PUBLIC CURB AND GUTTER SHALL MATCH EXISTING AND MEET MUNICIPALITY REQUIREMENTS.

23 SURVEY BASE PROVIDED BY R.A. SMITH DATED APRIL 1, 2020

PAVEMENT STRIPING NOTES

- 1. CONTRACTOR SHALL CONSULT STRIPING COLOR WITH OWNER PRIOR TO CONSTRUCTION

- 7. APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES (OR TO MYC. SPECIFICATIONS)
- 8. BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC
- 9 ALL HANDICAPPED ACCESSIBLE PARKING SHALL BE LOCATED PER 2018 IBC 1106.6

PAVEMENT THICKNESS NOTES

MINIMUM PAVEMENT STRUCTURE

** FINAL PAVEMENT DESIGN TO BE DETERNINED BY OWNER BASED ON GEOTECHNICAL ENGINEER OF RECORD RECONDAINDATIONS, ALL PROMIS SHALL BE PERFORNED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER OF RECORDS RECORDAINDATIONS AS SPECIFICIN IN THE SAND CONTENENDED, REPORT.

HEAVY DUTY CONDRETE PAVEMENT (TRUCK DOCK, DOLLY PAD, MOTORCYCLE PARKING, APRON DEMC-MECREMANCE, TRIBEN PAD) DEMCEMBER CREATER PAD) OF CRUSHED AGREGATE BACK COURSE (1-1/4" DEMSE CRACED LIMISTORY) CLEAN RECYCLED CRUSHED CONCRETE MAY BE USED IF APPROVED BY GETTECH EMBINEER OF RECORD

	A" ASPHALTIC CONCRETE (2 UFTS, 2.5" BINDER, 1.5" SURFACE)
1 - 1	LOWER LAYER (2.5" BINDER, 4LT 58.28 S)
1 1 1 1 1 1 1	UPPER LAYER (1 5" SURFACE, SLT 58.28 S)
	12" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE)

NCRETE SIDEWALK AND STOOPS 5" CONCRETE 4" CRUSHED AGREGATE BASE COURSE CLEAN RECYCLED CRUSHED CONCRETE MAY BE USED IF APPROVED BY GEOTECH ENGINEER OF RECORD







EROSION AND SEDIMENT CONTROL NOTES:

- NSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN MISCONSIN'S POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMMATER GENERAL FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES ALL EROSION AND CONSTRUCTION OF DE CONSTRUCTOR AND MAINTAINED IN ACCORDANCE

- 4. INSTALL PERINETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SLI FENCE AND EXISTING UNLET PROTECTION) PHOR TO ANY SITE WORK, INCLUDING CRACING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SENER SYSTEMS FROM SEDIMENT INSANSPORT
- 6 PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEPT AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE GOVERNING AGENCIES.
- ALL EMSTING STORM SENER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE PROTECTED TO PRODUCT SERMINENT DEPOSITION WITHIN STORM SENER STITUS, BILLT PROTECTION SHALL BE WINDERLY THITE AT THE RIGHT OF ALL INSTILLED STORM SENER, ALL NILES, STRUCTURES, PPES, AND SWALES SHALL BE KEPT CLEAN AND PREE OF SEDIMENTATION AND DEBENE.
- S. ERBORN CONTROL FOR UTILTY ODMINISTED (STORM SEARCE, SAMMANY SEARCE, AMELIANMAN, ETC.) DATES OF THE FERROR CONTROLS ASSUL (ROCHPORANE) FOR FOLIOMONIC PLANT STREET, AMELIA THE HIGH DISC OF THE FRENCH MATERIAN THE HIGH DISC OF THE FRENCH AMELIA THE PIPE CONSTRUCTIONATION. AND STREET THE STREET THE PIPE CONSTRUCTIONATION AND ASSULTANCE THE CONSTRUCTION OF THE PIPE CONST
- AT A MINIMUM, SEDIMENT BASINS, AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSTE, DISCHARGE OF UNITERATED RUNDET.
- 10. ALL TEMPORARY AND PERMANENT EGOSON CONTROL MESSARES MUST BE MANTANED AND REPARED AS NEEDED THE COMPARE CONTRACTOR ME. BE RESPONSEDE FOR INSECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSEDE F LERSON CONTROL IS REQUIRED ATER THE: CONTROL IS REQUIRED THE REQUIRED.

EROSION WATTING -

- EROSION CONTROL MEASURES TEMPORABILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER PRIOR TO THE COMPLETION OF EACH WORK DAY. MANIAN SOIL EROSON CONTROL DEWICES THROUGH THE DURATION OF THIS PROJECT, ALL TEMPORATY EROSION AND SEDMENT CONTROL MEASURES SMALL BE ENUOUSE WITHIN THRIFT (JOL) DAYS AFTER THAN SITE STABULATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE INMICIATELY STRABULED.
- PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER B DIVERTED OUTSIDE THE PROJECT LIMITS.
- GRADING EFFORTS SMALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION PROCESSION AND SEDMENT CONTRICT MEASURES SMALL CONSIDES THE TIME OF YEAR, STEEL AND STREET AND STREET

- QUALIFED PERSONNEL (PROVIDED BY THE CENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABLUZED DETERMENT OF THE CONTRACTOR SHEWEY AT HOUSE OF ALL DESCRIPTION OF THE PRESENTATION DECENT WITH A CONTRACTOR SHEWEY AND A SHAPE OF THE PRESENTED OF THE PRESENCE OF A QUALIFFRIC RAIN OF SOMPFALL EVENT REPORTING SHALL BEEN ACCORDANCE WITH PRESENCE OF A QUALIFFRIC RAIN OF SOMPFALL EVENT REPORTING CONTRACTOR SHALL INVESTIGATED AND A SHAPE WAS A CONTRACTOR SHALL INVESTIGATED AND A SHAPE OF THE PROPERTY OF T
- 20. THE FOLLOWING MANTENINCE PRACTICES SHALL BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATION, CONSIDER, VECTORION, EROSSON AND SEDIMENT CONTROL. IN THE PLAN LEGAL OPERATION OF THE PLAN LEGAL OPERATION OPERATION OF THE PLAN LEGAL OPERATION OF THE PLAN LEGAL OPERATION OPERATIO
- SIL FENCE REPAIR OR REPLACE ANY DAMAGED FILTER FABRIC AND/OR STAKES,
 REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE ABOVE
 GROUND HIGHT OF THE FENCE.
 CONSTRUCTIONS ENTHRAVE AS INFERED AND STOKE FOR

FORWARD WAY

- ENTRANCE DIMENSIONS AND EFFECTIVENESS.

 UREAL CHICAE CHIMAN BACES RE-SECURE STANCE, KOLUST OR REPUSITION BALES TO
 UREAL CHICAE CHIMAN BACES RE-SECURE ACCUMULATED SEDMENT WHEN
 IT HAS REACHED ONE—HARF THE HEADY OF THE BACES OF ACCUMULATED SEDMENT WHEN
 IT HAS PREACHED ONE—HARF THE HEADY OF THE MANUFACTURE IT INSPECTION REVEALS
 EROSSON, CONTROL ONE—HARF THE HEADY OF THE ACCUMENT
 UNIVERSITY OF THE SECURE OF THE CONFIDENCE OF THE CONSTRUCTION MATERIALS
 AS NECESSARY.
- AS NECESSARY.

 INIET PROTECTION CLEAN, REPAIR OR REPLACE FILTER FABRIC AND/OR STONE WHEN CONTROL MEASURE IS CLOGGED INLET FILTER BAGS SHALL BE REPLACED ONCE BAG BECOMES ONE—HALF FULL OF SEDWENT.
- ABDITIONAL POLLUTANT CONTROL NEASURES TO BE IMPLEMENTED DURING CONSTRUCTION MCTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING.

- ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING.

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 CONSISTENCIONE MASTE SHALL BE PROPERTY SHOULDES ALL
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 LIGHT CONTROL SHALL BE ACCOUNTISHED BY ONLY OR PREVAILED.

 IN SOUTHWAY THE SHALL BY AND THE SHALL BY THE S STREET SWEEPING SHALL BE PERFORMED TO IMMEDIATELY REMOVE ANY SEDIMENT. TRACKED ON PAMEMENTS

PROPOSED BUILDING





SITE GRADING AND OSION CONTROL PLAN

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NEW BUILDING FOR:
DARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI

ED,

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- 3 CONDUCT ROUGH GRADING EFFORTS
- 4. INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION. 5 COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAYEMENTS, WALKS, ETC.
- 6 PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS
- CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSON CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSON CONTROL REQUIREJUNC STEED

GRADING & DRAINAGE NOTES

- A. ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK.
- B. LOCATION AND ELEVATION OF EXISTING SPEE INVERTS ECOSE LELVATIONS ELEVATIONS OF THE PROPERTY OF THE PROPERTY LIVES HORIZOTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LIVES
- NOTIFY USD PROFESSIONAL SERVICES, INC. (USD) OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES, CONTRACTOR SHALL VERIFY ALL GRADES, MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ISID PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR COMPUTATIONS OF ALL GRADING DUMNITIES, WHILE JED ATTEMPS TO PROMISE A COST- EFFECTIVE APPRIOLENT TO BHANCE EARTHMORE, READING DESIGN IS ASSED ON MARY FACTORS, INCLUDING SHETE, ASSISTICS, AND COMMON ENGINEERING STANDARDS OF CARE THEREFORE, NO QUARANTEE CAN BE WAVE FOR A BHANCE OF A BHANCE FOR A
- THE CONTRACTOR MAY SOLICIT APPROVAL FROM JSD/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD
- ALL UNSURFACED AREAS ARE TO RECEIVE SIX INCHES OF TOPSOIL AND BE SEEDED, MULCHED AND WATERED UNTIL & HEALTHY STAND OF GRASS IS OBTAINED.
- THIS GRADING PLAN IS BASED ON A TOPOGRAPHIC SURVEY PREPARED BY R.A. SWITH, DATED 0A/01/20. PROPOSED CONTOURS ARE TYING INTO PROPOSED MASS GRADING CONTOURS (NOT SHOWN) PROVIDED BY CITY OF CEDARBURG. SOME FIELD AUDIENTINIS MAY BE INCESSARY A FONTS WHERE PROPOSED GRADES WEET EXISTING. REVIEW MAY.

- 7 PROPERTY CORNER MARKERS SHALL BE CAREFULLY PROTECTED. MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- B PROPOSED CONTOURS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY ALL CONSTRUCTION SHALL BE BASED UPON PROPOSED SPOT ELEVATIONS WHERE PROVIDED.
- PARKING LOT AND DRIVEWAY ELEVATIONS ARE PAVEMENT GRADES LOCATED ALONG THE FLANGE LINE, NOT TOP OF CURB GRADES, UNLESS OTHERWISE NOTED. 10 ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS
- THE CONTRACTOR OF RESPONSE TOR WITHOUT MAINING COMPACTOR STREET, RECOMMENDED IN THE STOTE-ONE OF THE STREET, AND THE STREET, A
- 13 N THE EVENT THAT ANY MOSTURE-SENSITY INSISTS FAL TO MEET SPECIFICATION REGULARIZATION THE CONTRACTOR SMALL PERFORM CORRECTIVE MORE AS INCESSARY TO SHIND THE MATERIAL INTO COMPLIANCE AND RETISET THE FAMED AREA AT NO COST TO THE OWNER.
- 14 THE CONTRACTOR SHALL IMMEDIATELY NOTIFY JSD/OWNER IF GROUNDWATER IS

- ENCOUNTERED DURING EXCAVATION.
- 15 CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
- THE SITE SHALL BE COMMETTED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PACKEDENT OF TOPIOL OR STONE. CONTRACTION IS ENCOURAGED TO SOUGHEE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED WITO SMALLER AREAS TO ALLOW STRANGATION OF DISTURBED SOILS WANDDATELY UPON COMPACTION OF RENDELING SMALLER AREAS.
- CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTLLITES PRICE TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVATES AND SHALL BE RESPONSIBLE FOR PROTECTIONS SAN UTLLINES FROM ANY DAMAGE DURING CONSTRUCTION
- NUMBER FOR PROTECTING TAN UNLINES FROM ANY DAMAG DURING CONTROLS
 AREA RATHER AY ROBLARK REGISTORY SHALL BE COMMISSION AND RESERVED FOR THE APPROPRIATE ALTHORIST VANDE JURISDICTION FROM TO COMMISSION OF ANY
 CONSTRUCTION CALIFORNIES CONTROLS SHALL BE REPOSIBLE FOR GOTTANNO ALL
 NECESSARY PERMITS AND FEES GRADING WHITE ROBLET-OF-ANY IS SUBJECT TO
 APPROPRIATE AND AUTHORITY. RESERVANCE OF ANY OF CONSIDERY
 MINISTER AND AUTHORITY. RESERVANCE OF ANY OF CONSIDERY
 INCLUDE ALL TEMS RECESSARY TO RESTORE RIGHT-OF-ANY IS—AND RECLUSION.
- CONTRACTOR SHALL PROVIDE NOTICE TO THE MUNICIPALITY IN ADVANCE OF ANY SOIL DISTURBING ACTIVITIES, IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.
- ALL DISTURBED AREAS SHALL BE SODDED AND/OR SEEDED AND MULCHED IMMEDIATELY FOLLOWING GRADING ACTIVITIES. SOD/SEED MIX TO BE IN ACCORDANCE WITH LANDSCAPE PLAN.
- 22 CONTRACTOR SHALL WATER ALL NEWLY SODDED/SEEDED AREAS DURING THE SUMMER MONTHS WHENEVER THERE IS A 7 DAY LAPSE WITH NO SIGNEYCANT RAINFALL.

- 23 CONTRACTOR TO DEEP TILL ALL COMPACTED PERVIOUS SURFACES PRIOR TO SODDING AND/OR SEEDING AND MULCHING.
- 24 ALL SLOPES 20% OR OREATER SHALL BE TEMPORARY SEEDED, MULCHED, OR OTHER MEANS OF COVER PLACED ON THEM WITHIN 2 WEEKS OF DISTURBANCE.
- 25 ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRAZE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GRAZER THAN JAC DAYS AND ROUGHE VICETARY COVER FOR LESS THAN 1747A. REQUIRE TEMPORARY SEEDING FOR EROSING CONTROL. SEEDING FOR EROSING CONTROL. SEEDING FOR EROSING CONTROL SEALURE OF THE PERIOD CO
- STORM SEWER SPECIFICATIONS -PIPE - ALL STORM SEWER USED ON THIS PROJECT SHALL BE HIGH DENSITY POLYETHYLENE UNLESS OTHERWISE NOTED
- HIGH DENSITY PROTEINING SMOOTH-MALLED INTERIOR CORPUGATED PRES DALL SE AS MANUFACTURED BY ASS OR EQUAL, WITH MATER THAT JOSHS, MANUFACT "V. MALLE OF OITO AND ANALL MEET THE REQUESTERNS OF ASHOTO DESCONATION 1—29 THE PER, MATERIAL AND ANALL BELL IN EXCORDANCE WITH ASTM DISSO, D2412, AND 02321 WITH ELASTOWERS CARRESTS CONFIDENCE OF ASTALLATION DAYS. RENFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS III (MINIMUM) C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443. NLETS AND FRAMES
- INLETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES SPS 182.16(9)6.1 FRAMES AND GRATES SHALL BE GRAY IRON MATERIAL (PER ASTM A-48) OF STYLES / NEENAH CATALOG NUMBERS AS INDICATED ON THESE CONSTRUCTION URAWINGS. MANHOLES AND FRAMES

MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF SPS 387.35(8)0,0.

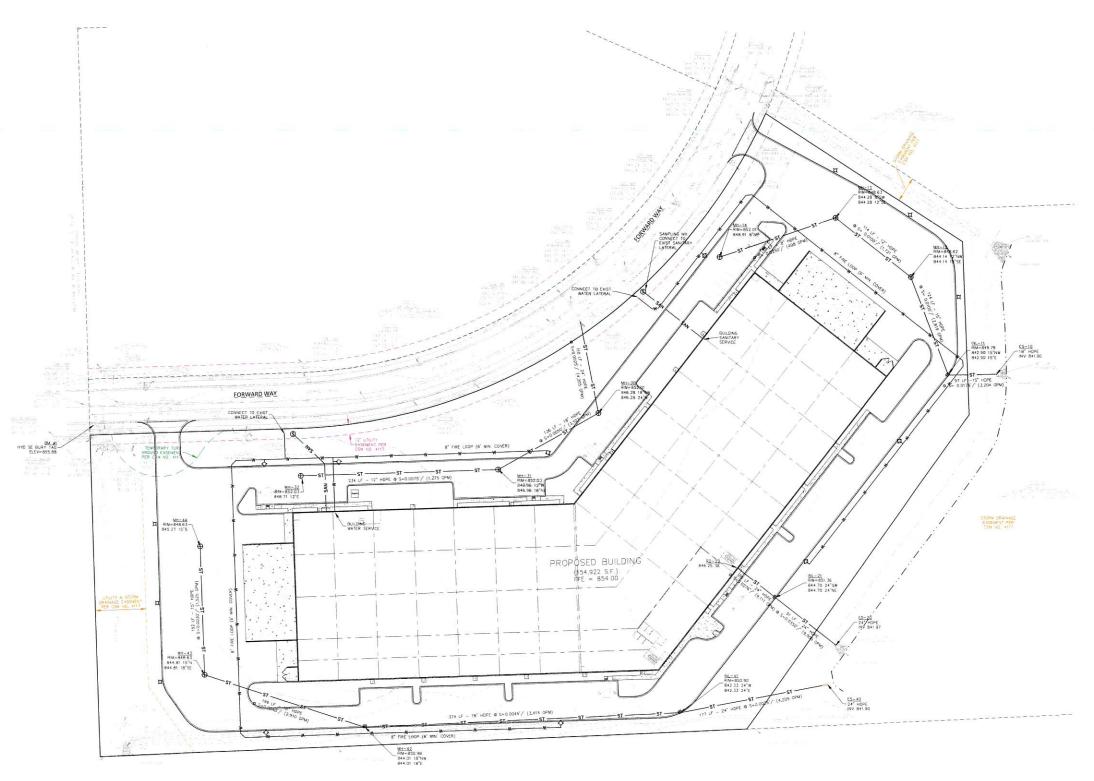
CLEANOUTS - CLEANOUTS SHALL BE EQUIPPED WITH FROST SLEEVES IN ACCORDANCE WITH SPS 382.35(5)(A)2 (REFER TO SETALL)

EROSION MATTING TYP

ROOF LEADER/STORM DRAIN LINES - ALL ROOF LEADERS/STORM DRAIN LINES WHICH ARE NOT SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENDION OF JOD PROP TO ABANDONMENT REMOVAL OR CONNECTION TO THE PROPOSED STORM SEASE SYSTEM



10-25-2023





- SPECIFICATIONS SHALL COMPLY WITH THE CITY OF CEDARBURG ORDINANCES AND WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES DSPS 382.
- TRACER WIRES SHALL BE INSTALLED AS NECESSARY IN ACCORD WITH 182.0715(2R) OF THE STATE STATUTES AND CITY OF CEDARBURG REQUIREMENTS.

- CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF

FOR DOCUMENTING AND REPORTING ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS TO THE ENGINEER AS WORK PROCRESSES.

THRUST BLOCKS SHOULD BE USED WHEREVER NECESSARY TO PREVENT SEPARATION OF JOINTS AND PIPE MOVEMENT. JOINT RESTRAINTS MAY ALSO BE USED AS APPLICABLE.

THE HAUNCH OF THE PIPE TO PROVIDE ADEQUATE SIDE SUPPORT

- ALL NEW ON-SITE SANITARY, STORM AND WATER UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER.

DESIGN GROUP
1853 N RRDONFELD ROME. SJAFF 700
9ROUNFELD WISCOSSW \$2035-950
1853 N 1870 0503 PAX

north

PLAN SITE UTILITY

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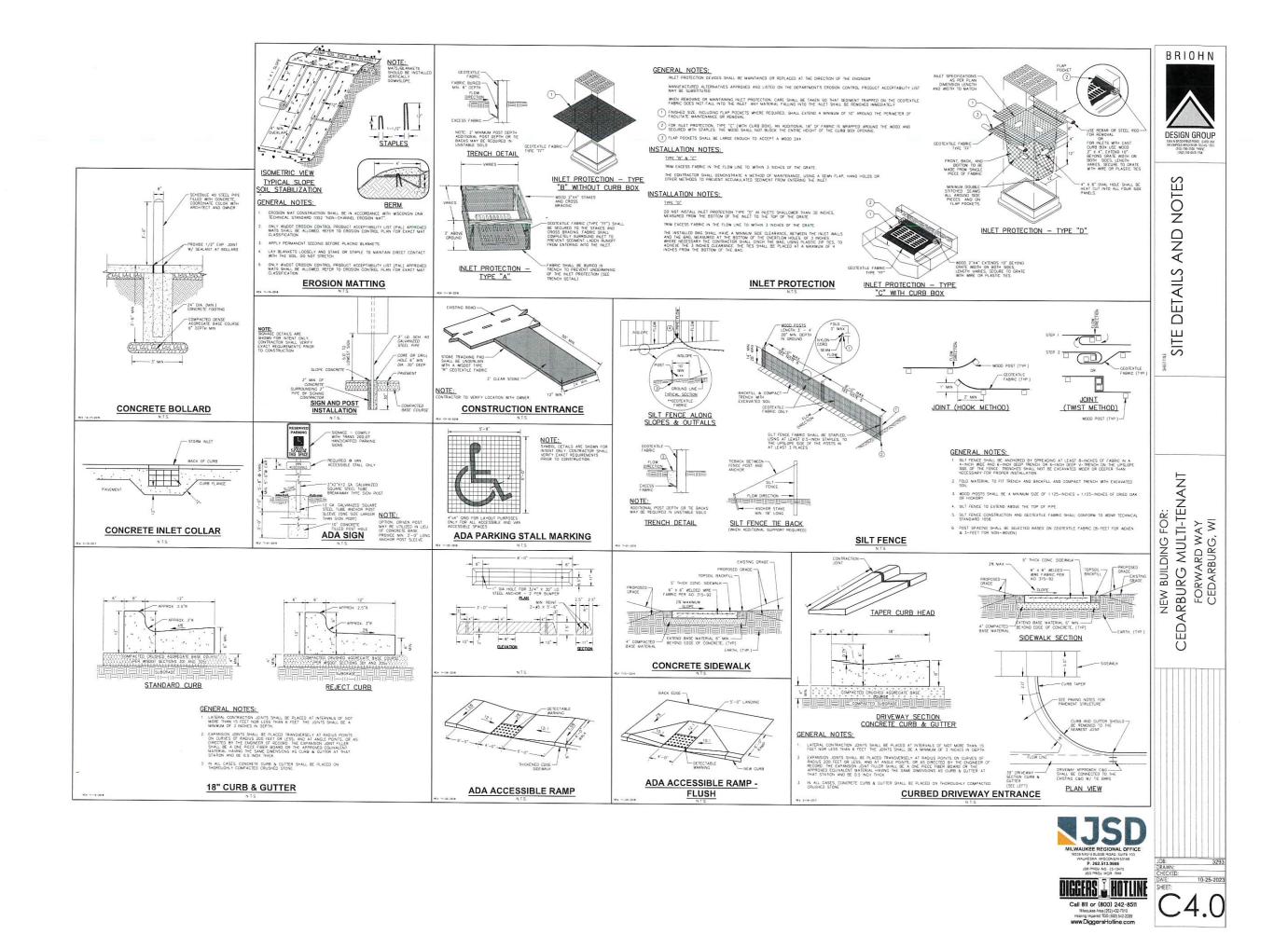
NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI

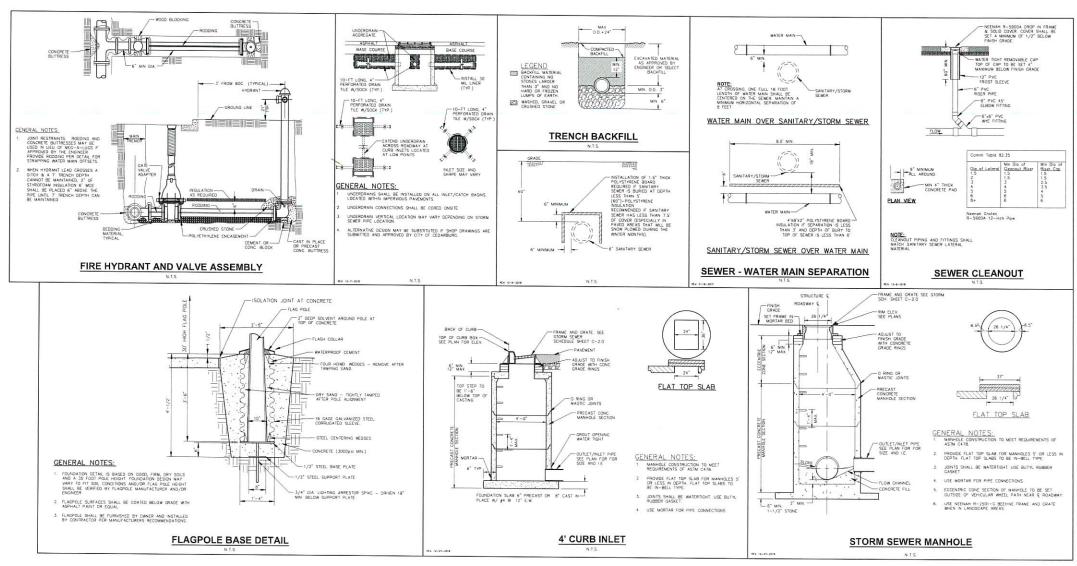














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DESIGN GROUP

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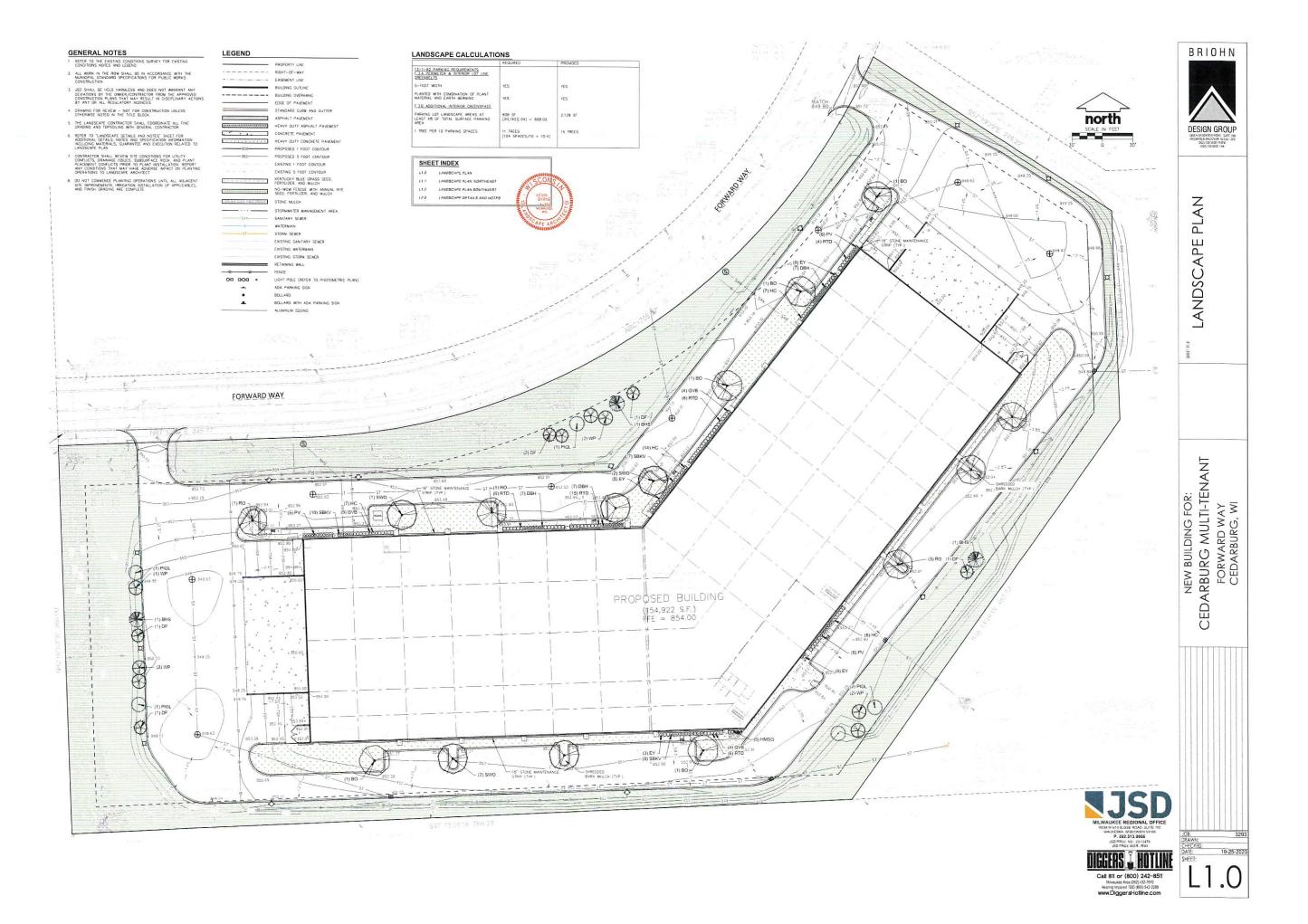
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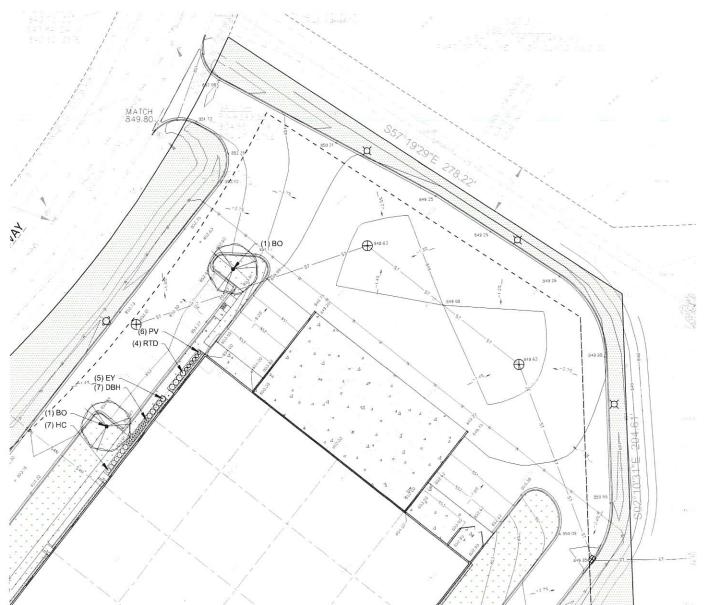
DETAILS

SITE









GENERAL NOTES

REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND

- ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEWATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REQULATORY ACENCIES.
- DRAWING FOR REVIEW NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL FINE GRADING AND TOPSOLING WITH GENERAL CONTRACTOR
- REFER TO "LANDSCAPE DETAILS AND NOTES" SHEET FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXECUTION RELATED TO
- CONTRACTOR SHALL REVIEW SITE CONDITIONS FOR UTILITY CONFLICTS, DRAINAGE ISSUES, SUBSURFACE ROCK, AND PLANT PLACEMENT CONFLICTS PRIOR TO PLANT INSTALLATION. REPORT ANY CONDITIONS THAT MAY HAVE ADVERSE IMPACT ON PLANTINI DEPRATIONS TO LANDSCAPE ARCHITECT.
- DO NOT COMMENCE PLANTING OPERATIONS UNTIL ALL ADJACEN SITE IMPROVEMENTS, IRRIGATION INSTALLATION (IF APPLICABLE).

LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING OUTLINE
	BUILDING OVERHANG
	EDGE OF PAVEMENT
	STANDARD CURB AND GUTTER
SERVICE OF THE PROPERTY OF	ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVENENT
	CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
959	PROPOSED 1 FOOT CONTOUR
960	PROPOSED 5 FOOT CONTOUR
	EXISTING 1 FOOT CONTOUR
	EXISTING 5 FOOT CONTOUR
	KENTUCKY BLUE GRASS SEED, FERTILIZER, AND MULCH
	NO-MOW FESCUE WITH ANNUAL RYE SEED, FERTILIZER, AND MULCH
	STONE MULCH
	STORMWATER MANAGEMENT AREA
SAN-	SANITARY SEWER
	WATERMAIN
51	STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATERMAIN
	EXISTING STORM SEWER
	RETAINING WALL
-00	FENCE
00 000 •	LIGHT POLE (REFER TO PHOTOMETRIC PLAN)
-	ADA PARKING SIGN
	BOLLARD
	BOLLARD WITH ADA PARKING SIGN
	ALUMINUM EDGING

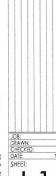




LANDSCAPE PLAN NORTHEAST

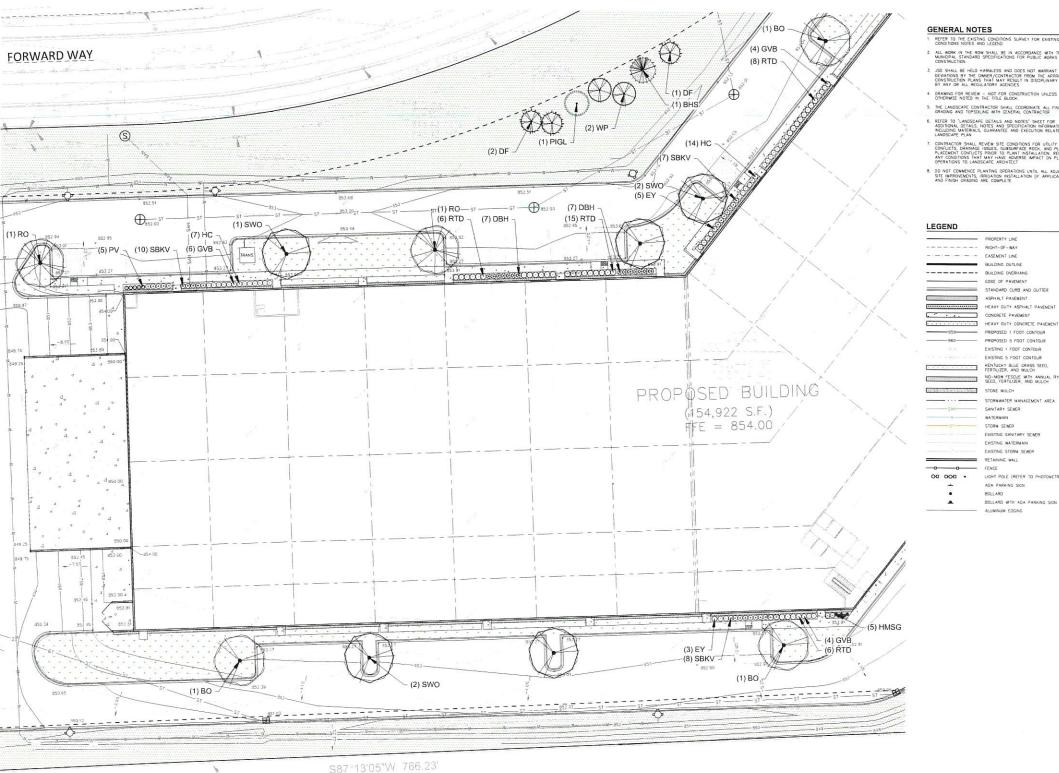
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NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI











REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND

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---- PROPOSED 5 FOOT CONTOUR EXISTING 1 FOOT CONTOUR EXISTING 5 FOOT CONTOUR KENTUCKY BLUE GRASS SEED, FERTILIZER, AND MULCH NO-MOW FESCUE WITH ANNUAL RYE SEED, FERTILIZER, AND MULCH

STONE MULCH STORMWATER MANAGEMENT AREA

SANITARY SEWER WATERMAIN STORM SEWER EXISTING SANITARY SEWER EXISTING WATERMAIN RETAINING WALL

OD DOD • LIGHT POLE (REFER TO PHOTOMETRIC PLAN)

ADA PARKING SIGN BOLLARD BOLLARD WITH ADA PARKING SIGN

PROPERTY LINE

BUILDING OUTLINE
BUILDING OVERHANG





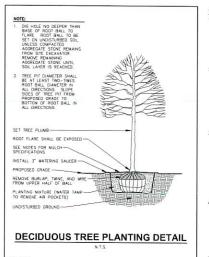
LANDSCAPE PLAN SOUTHWEST

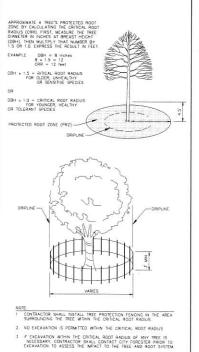
NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI

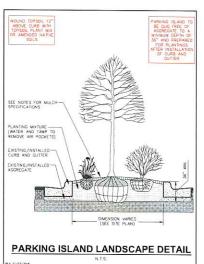




01-DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
	SWO	Ouercus bicolar / Swamp White Oak	8 & 8	2.5"Cal	5
	80	Ouercus macrocarpa / Burr Oak	8 & 8	2.5"Cal	5
	RO	Quercus rubra / Red Oak	8 & 8	2.5"Cal	5
2-EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	OTY
(<u>·</u>)	PIGL	Picea glauca / White Spruce	B & B	Min. 6' Ht.	5
*	BHS	Picea glauca 'Densata' / Black Hills Spruce	8 & 8	8' Tall	3
\otimes	WP	Pinus strobus / White Pine	8 & 8	8' Tall	7
\otimes	DF	Pseudotsuga menziesii / Douglas Fir	8 & 8	8' Tall	6
DECIDUOUS SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
0	RTD	Cornus baileyi / Bailey's Red-twig Dogwood	8 & 8	Min. 24" Ht.	39
0	HC	Cotoneaster acutifolius lucidus / Hedge Cotoneaster	Cont.	#3	34
⊗	DBH	Diervilla lonicera / Dwarf Bush Honeysuckle	Cant.	#3	21
②	SBKV	Viburnum carlesii 'SMVCB' TM / Spice Baby Koreanspice Viburnum	8 & 8	24" Tall	25
VERGREEN SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
0	GVB	Buxus x 'Green Velvet' / Green Velvet Boxwood	Cont	#3	15
0	EY	Taxus x media 'Everlow' / Everlow Yew	8 & 8	24" Tall	19
ERENNIALS & GRASSES	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	OTY
米	HMSG	Panicum virgatum 'Heavy Metal' / Heavy Metal Switch Grass	Cont	#1	5
0	PV	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	Cant.	#1	19



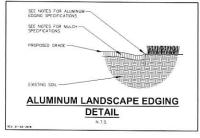


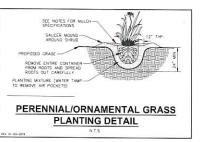


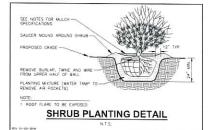
TREE PROTECTION DETAIL

GENERAL NOTES

- 1. GENERAL ALL WORK IN THE R-O-W AND PUBLIC EXSURING SHALL BE IN ACCORDANCE WITH LOCAL WINDOW, A EQUIPMENT, S. 50 SHALL BE HELD HARMLESS AND DOES NOT MARRAM ANY DENATIONS BY THE OWNER/CONTINUED RATIO THE APPROVED CONSTRUCTION PLANS THAT MAY DEVELOP THE CONTINUED RATIO THAT WAS A REPORTED CONSTRUCTION. THE WAY OF ALL REPORTING THE CONSTRUCTION AND THAT WAS A REPORT THE CONSTRUCTION. THE WAY OF ALL PLANS THAT WAS A REPORT THE CONSTRUCTION AND THAT WAS A REPORT THE CONSTRUCTION. THE CONTINUED REPORT THAT WAS A REPORT THAT WAS A
- 2. BELYERY MOI MADDING DO NOT DILLER MORE PLANT IMPERAS, THAN CAN BE PLANTED IN OUR ALL PLANTS AS SECURITY APPROPRIES WE SELECT STORAGE IS PROVIDED MOI APPROPRIED BY OWNERS REPRESENTANCE, AT ALL THESE, PROTECT ALL PLANT MATERIALS, FROM THOSE DELIVERY AND DO NOT PROVIDE PROVIDED CONTINUED AND DO NOT PROVIDE PROVIDED TO CONTINUE AND DO NOT PROVIDE PROVIDED AND THOSE PROVIDE
- J. MATERILS PLANTS LE PLANTS DNIL CONFIDENT OF THE LITERATURE STANDARD FOR PRISERY STOCK AND 360.1 PLANTS DNIL 18 (TIME OF SPICES AND DESCRIPTION OF SPICES AND SPIC
- 4. PRUNNIG THE CONTRACTOR SHALL PRIME ALL TREES AND REARS ANY PULIFIES THAT OCCURRED DERRO THE PARATING PROCESS COURSE LEADING FOR SHAMCHES, AND UNITE OWNED OR BROCKES, DURAN THE PARATING PROCESS, SHALL BE PRIMED. THIS SHALL BE THE ONLY PRUNNING PROCESS. SHALL BE PRIMED THIS SHALL BE THE ONLY PRUNNING SHAMCH OF THE CAME OF THE C
- CLEANLY THE WORK AREA SHALL BE KEPT SAME AND NEAT AT ALL TIMES. DISPOSED OF DICESS. SOL. REMOVE ALL CUTTINGS AND MOSTE MATERIALS DOLL AND BRANCHES BIND AND WARE THESE MATCHESS, MAY RESCRIED PLANTS, AND AN OTHER DEBBS REQUIRED FROM ALL PLANTING TAKES MATCHESS, MAY RESCRIED PLANTS, AND AND OTHER DEBBS REQUIRED FOR ALL PLANTING TAKES MATCHESS, MAY RESCRIED FOR THE MATCHESS OF THE DEBBS REPLANTED UPON A PUBLIC PROPERTY IN SIGH A MANUER AS TO RESULT IN A PUBLIC SMETTY HAZARD OF MANUEL. LIKEWIST, MORER AND CHEMISTANCES, SMALL ANY DEBBS OF MINORIAL MATCHESS BE ALLOWED UPON A PUBLIC SMALL THE ACCURATIONS SMALL ANY DEBBS OF MINORIAL MATCHESS BE ALLOWED UPON A PUBLIC SMALL THE ACCURATIONS SMALL ANY DEBBS OF MINORIAL MATCHESS BE ALLOWED UPON A PUBLIC SMALL THE ACCURATION OF THE MATCHES AND THE MATCHES AND
- ANY SUBSTITUTIONS IN PLANT TYPE, LOCATION, OR SIZE SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR TO VEHIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE







LANDSCAPE MATERIAL NOTES

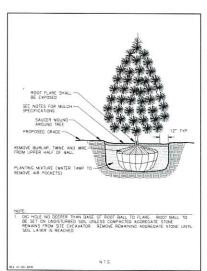
- MATERIALS PLANTING MIXTURE: ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART CAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
- MATERIALS TOPSOL: TOPSOL: TO BE CLEAN, FRABLE LOAM FROM A LOCAL SOURCE, TIREE FROM STORES OR DEDRIS ORE 3/4" IN DAMETER, AND TREE FROM TOWNS ON OTHER DECLETIONS OF THE PROPERTY OF THE PROPERT
- J. MATERIAS. SHEDDED HARDWOOD BARK WILCH: ALE PLATING, AREAS, MARTED ON PLAN SHALL RECEIVE CREATION ARED FOR SHEDDED HARDWOOD BARK WILCH NOTAGELD TO IN MANUAL AND CONSISTENT DEPTH OF J-INDRES SHEDDED HARDWOOD BARK WILCH SIZE AC CO.OR TO BE APPROVED BY OWNER'S REPRESENTANTE PRIOR OF IN ORIGINAL TRANSPORTAÇE SHALL BY OWNER'S REPRESENTANTE PRIOR OF IN ORIGINAL TRANSPORTAÇE SHALL BRANCH AND STATE REQUIREMENTS. SHEDDED HARDWOOD BARK WILCH AREAS SHALL NOT RECEIVE MOVER WED BARREM LICH AND SHALL RECEIVE MOVER WED BARREM LICH AREAS SHALL NOT RECEIVE MOVER WED BARREM LICH AREAS SHALL NOT RECEIVE MOVER WED BARREM LICH AREAS SHALL NOT RECEIVE MOVER WED BARREM LICH AND SHALL RECEIVE MOVER MOVER BARREM LICH AND SHALL RECEIVE MOVER WED BARREM LICH AND SHALL RECEIVE MOVER WED BARREM LICH AND SHALL RECEIVE MOVER WED SHALL RECEIVE MOVER WED BARREM LICH AND SHALL RECEIVE MOVER WED SHALL RECEIVE MOVER LICH WED SHALL RECEIVE MOVER WED SHALL RECEIVE MOVER WED SHA
- MATERIALS STOR MUCH: ALL PLANTING MERCE LARGED ON PLAN SHALL RECEIVE DECORATIVE STORM VIOLO SPREAD TO A MANUM AND CONSERTED TERM OF THOMPOUS DECORATIVE STORM MUCH TYPE, SIZE & COLOR TO BE 2" MISSISSPIP RIVER STORK, FINAL SELECTION APPROVED BY COMPETS REPRESENTANCE PRIOR TO INSTALLATION. FERTURZES SHALL BE IN ACCORDINATE WITH APPULGREE LOCAL, COUNTY AND STATE REQUIREMENTS. STORM MUCH AREAS SHALL RECEIVE MYCH. MED. BASRIEGE TABLES, TOP STORM STATE REQUIREMENTS.
- 3. MATERIALS THEE & SHRUB RINGS ALL THEES MOJOR DRINGS PLANTED IN SECRED LAWN AREA. O BE INSTALLED WHY A MANING IN DRIVEN SERVEDCH MARROOD BARK MUICH THEE RING SPREAD TO A CONSISTENT OFFIT OF THOMPS. ALL TIME RINGS SHOULD BE INSTALLED WITH A S' OFFIT SHOULD BE USED AND ASSESSED OF THE STALLED WITH A S' OFFIT SHOULD BE PLANTING A PRE-EMPRESH CRANLLAB HERDICE WED-PREVIATER SHOULD BE WISHLANDOWN OFFIT DIS NOTALL THEE RINGS ABELLAS TOPPACELY APPLEED TO COMMETTE MISHLANDOWN OFFIT DIS NOTALL THEE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THEE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THEE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THEE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEAD TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TOPPACELY APPLEED TO COMMETED MISHLANDOWN OFFIT DIS NOTALL THE RINGS ABELLAS TO THE RINGS ABELLAS TOPPACELY THE PROPERT
- MATERIALS ALUMINUM EDGING: EDGING SHALL BE 1/8" x 4", ALUMINUM EDGING, MILL FINISH.
 OWNER'S REPRESENTATIVE SHALL APPROVE PRODUCT SPECIFICATION PROVIDED BY LANDSCAPE
- 7 MATERIALS TREE PROTECTION: ALL TISES TO BE INSTALLED WITH LOPE TREE GUARDS AS MANUFACTURED BY A.M. LEONARD HORTICULTURAL TOOL, & SUPPLY CO., OR APPROVED EQUAL.
- B. MATERIALS (ALTERNATE 1): TREE WATERING BAGS: ALL TREES TO BE INSTALLED WITH ONE WATER BAG PRODUCT TO BE "TREE CATOR ORIGINAL SLOW RELEASE WATERING BAG," PRODUCT
- MAFERIALS (ALIERNATE 2): ROOT WATERING SYSTEM. ALL TREES TO BE INSTALLED WITH TWO (2) DEEP INEE ROOT WATER AREATON/WATERING TUBES PRODUCT TO BE "ROOTWELL PRO—JIB O APPROVED EQUAL. INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE LAWEN TO ANDERD DAMAGE TO THEE PROFT DATE.

SEEDING, SODDING, & POND VEGETATION NOTES

- MATERIAS THE PROPERTY STATES AND A TOTAL OF THE PROPERTY STATES AND A SUCH SHALL RECEIVE S' OF TOPICAL MED CARTH CAMPIT'S "MADDON DAMES" DIASE SEED, ON COUNTAINT AS IMPROVED TO TOPICAL MED CARTH CAMPIT'S "MADDON DAMES" DIASE SEED, ON COUNTAINT AS IMPROVED TO THE PROPERTY SEED, ANDLAW AT SHALL BE PEPTED TO ALL DESTRUCTOR DAMES AT ART OF 1 1/2 LBS PEPT 1000 SQUARE FEET FERTILEZ MOD MULCH PEPT MANUFACTURER'S RECOMMENDATIONS. MUCH SHALL BE CHITTED NOWS WITD SEED-THE PEPTER TO THE CONTROL FEET TO THE CONTROL THE CONTROL FEET THE CONTROL FEET TO THE CONTROL FEET THE
- 2. MATERIAS NO-MOW FESCUE SEED. DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH SHALL RECOVER OF TO THOSE AND SHARE RECOVERS OF THE SHARE RECOVERS OF THOSE AND SHARE RECOVERS OF THE SHARE RECOVERS OF THOSE AND SHARE RECOVERS OF THE SHARE RECOVERS OF THOSE AND SHARE RECOVERS OF THE SHARE RECOVERS OF THE SHARE R

CONTRACTOR AND OWNER RESPONSIBILITY NOTES

- GUARANTEE: THE CONTRACTOR SHALL CULARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFFER AND EXCEPTANCE BY THE CONTRACTOR SHALL DEATH SHALL DEL ALLIE AND IN HEALTH FAR DEL CULARANTEE PERCO. THE CONTRACTOR SHALL PROPERTY OF THE CONTRACTOR SHALL PROVIDE A ONE
- 2 CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY DWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESIGNATION WITH THE GRADING CONTRACTOR
- 3. MARTENANCE (CONTRACTOR) FOR ALL PLANTINGS, SECTIOD MAY/OR SODDED LAWN AREAS TO THE CONTRACTOR SHAPIL, MARTINA THE LAWNINGS AND LAWN AREAS FOR A MEMBLUM TIME RESCRIPTOR FOR ACCOUNTING THE PROPERTY AND AND ADMINISTRATION OF THE PROPERTY AND ADMINISTRACTOR IS RESPONDED FOR THE STRENGT OF THE PROPERTY AND ADMINISTRACTOR IS RESPONDED FOR THE STRENGT OWN THE WOOD POINT OF THE PROPERTY AND ADMINISTRATION OF PLANT WATERWAY, AND SHAPING AND/OR REPLACEMENT OF SUPPLEMENT OF DEPOSIT OF THE PROPERTY OF THE PROPERTY AND SHAPING OF PLANT WATERWAY, AND SHAPING AND/OR REPLACEMENT OF SUPPLEMENT OF THE OWNER AND SHAPING OF THE PROPERTY OF THE OWNER ALL PLANTINGS AND SHAPING AND SHAPING OR BRANCH OF THE OWNER ALL PLANTINGS AND LAWN/THEFTANCES, REACH SHALL IS MARTINED IN A MANDERED CONDITION, MILLING THE WORK THE OWNER SHAPING AND ADMINISTRATION OF THE OWNER ALL PLANTINGS AND LAWN/THEFTANCES, REACH SHALL IS MARTINED IN A MANDERED CONDITION, MILLING THE WORK THE OWNER SHAPING SHAPING SHAPING SHAPING AND ADMINISTRATION OF THE OWNER SHAPING SHAPING
- MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REP. AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSA FOLLOWING THE ONE (1) YEAR CONTRACTOR QUIRANTEE PERIOD







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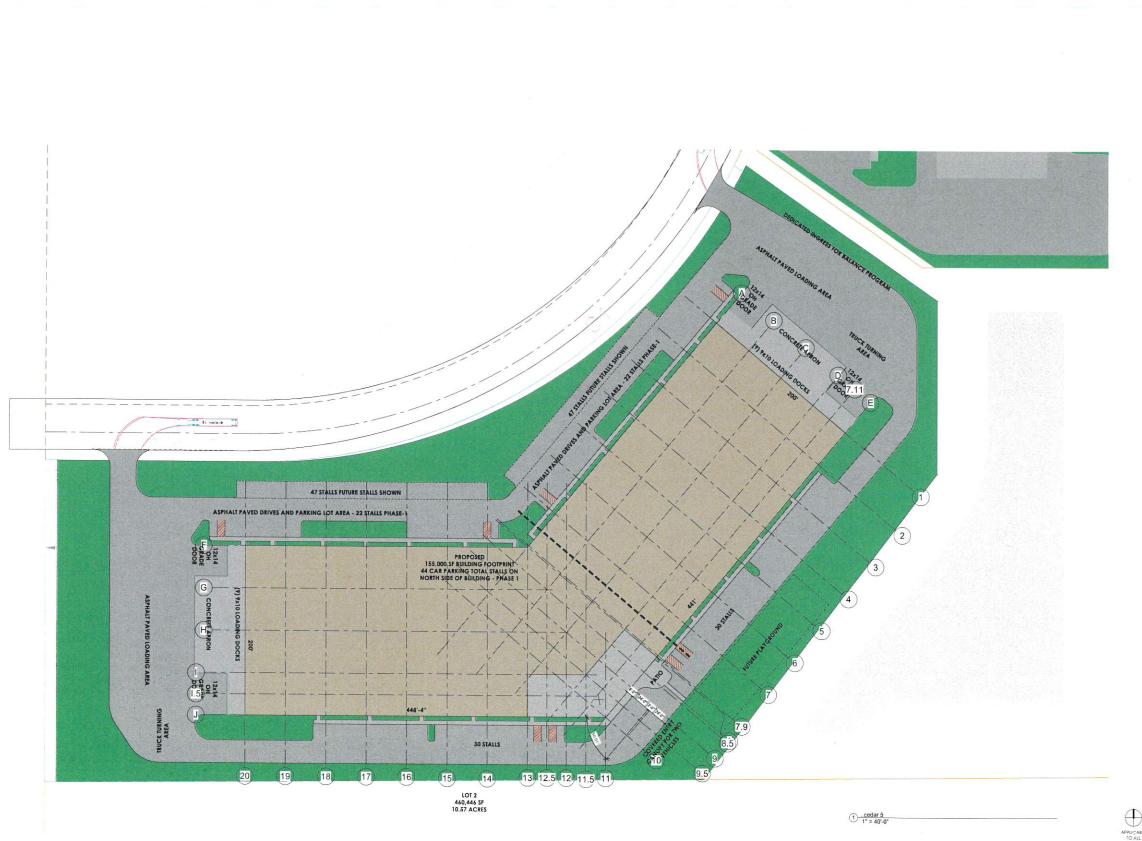
NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI

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DESIGN GROUP

LANDSCAPE AILS AND NOTES

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DESIGN GROUP

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ARCHITECTURAL SITE PLAN

NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI



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GENERAL NOTES - NEW FLOOR PLAN

VERTY ALL CONDITIONS, DIMENSIONS AND ALIGNMENT OF WALLS. SRIND ANY DISCRETARIOUS TO BISIONEY ATRIBUTION PRIOR TO FARREAD GROUNCONSINUCION BROWN. VERTY LOCATION OF ACCESS PARES WITH MEDIANICAL AND ELECTRICAL DEALWRIGS. AREA SILVER LESS PROBOD ALLEAN MOR THE OF DEBRIS DURING CONTRIBUCION. SEE ROBERGE RELYANDOUS FOR WALLOW TIPES.

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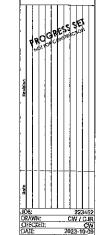
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OVERALL FIRST FLOOR
PLAN

NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI



APPLICABLE TO ALL PLAN VIEWS

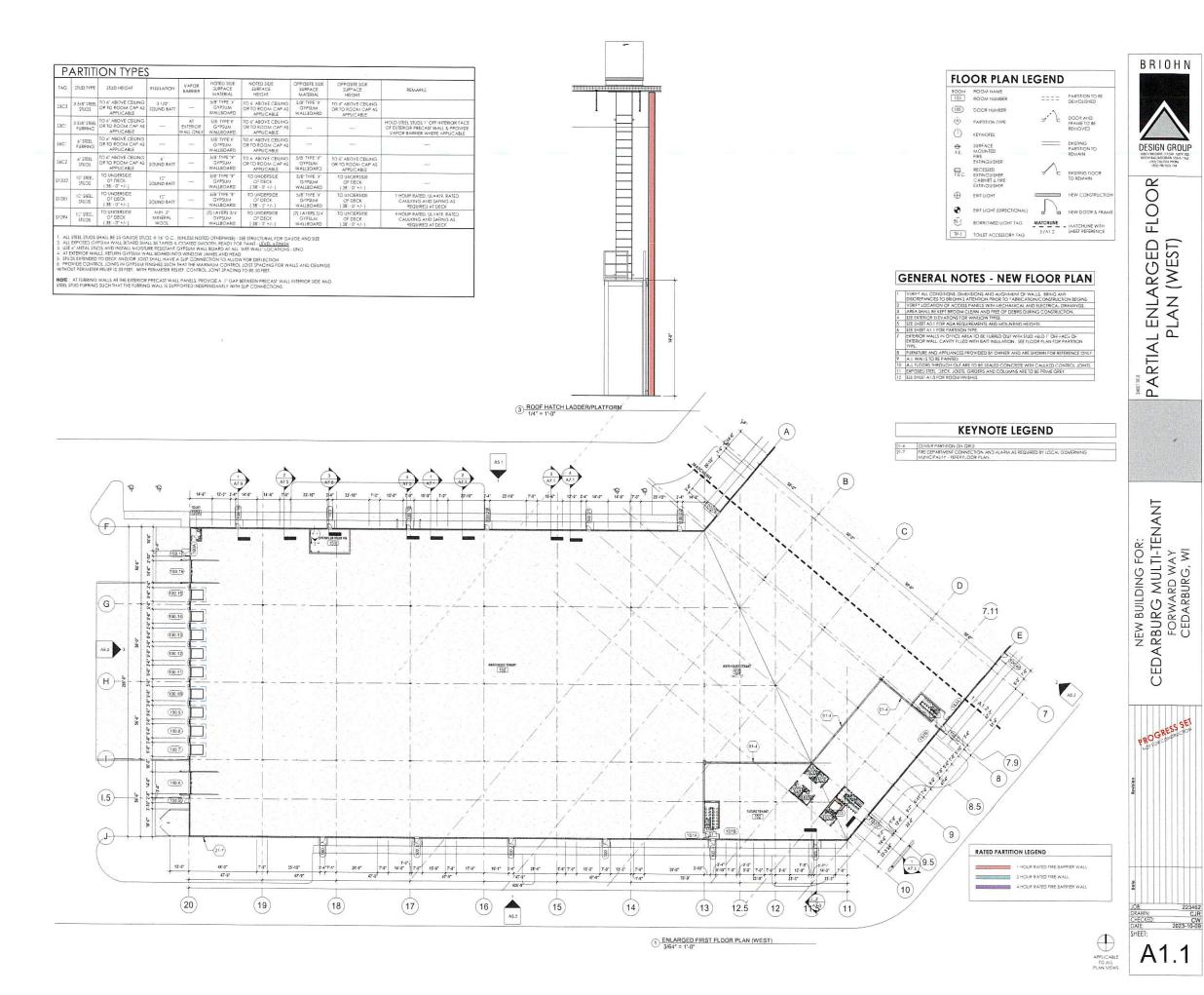
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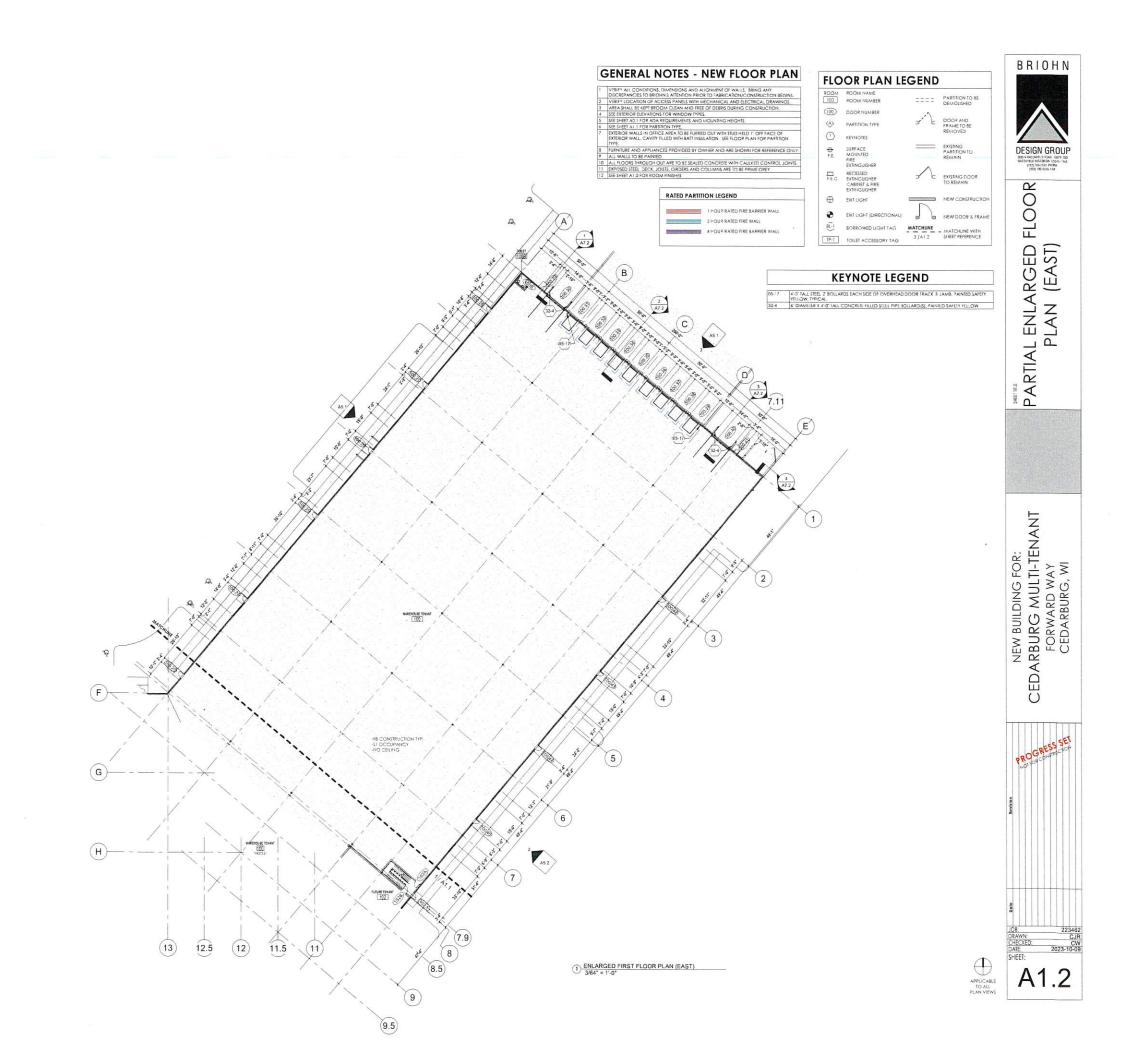
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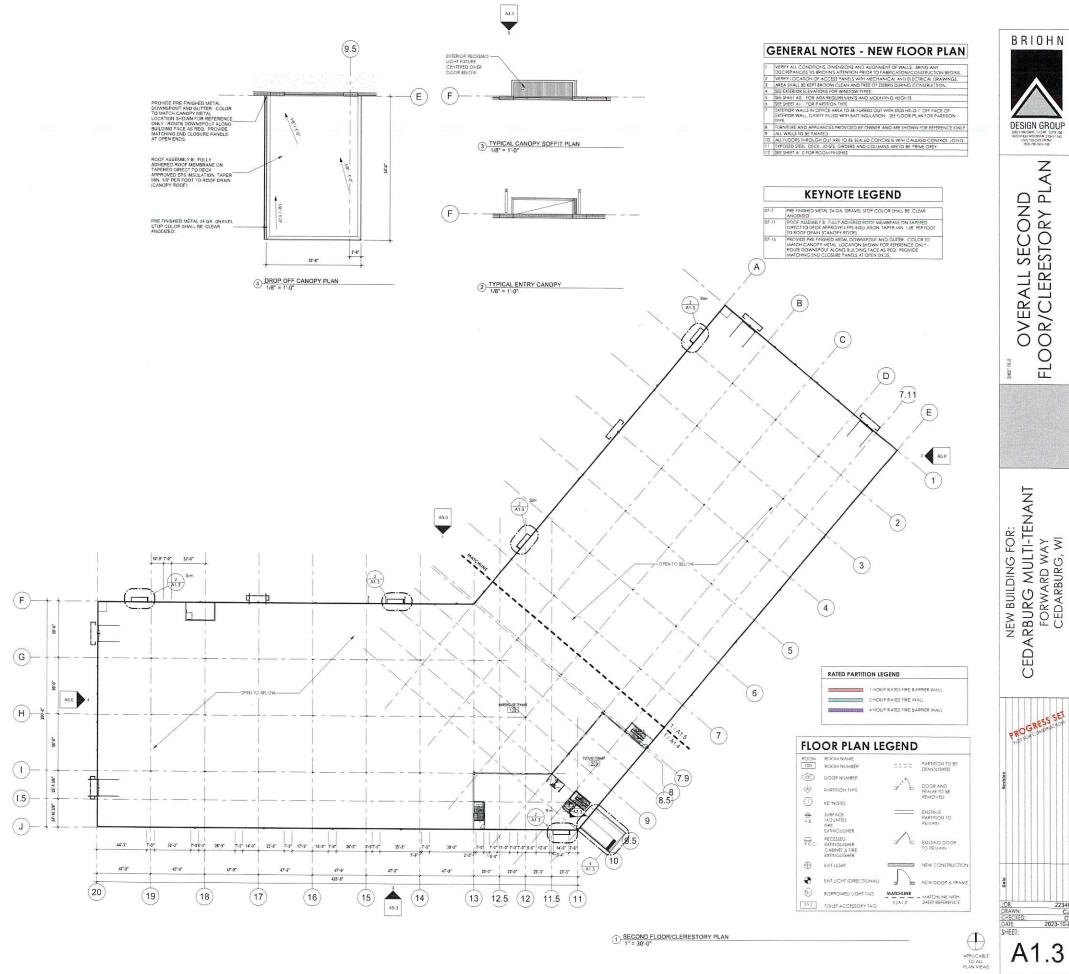
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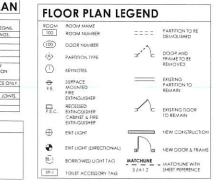
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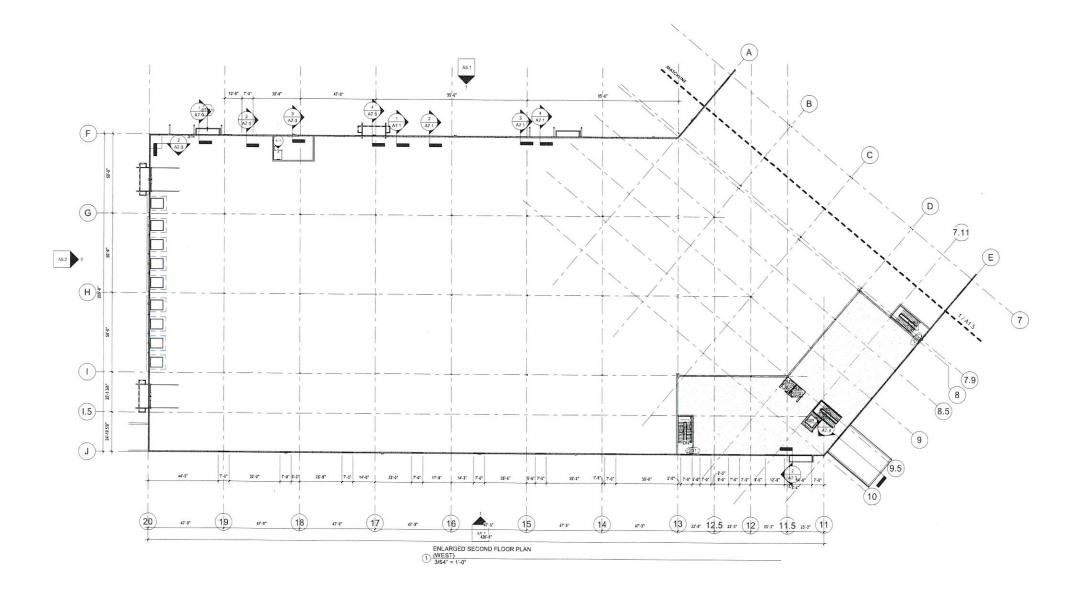


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KEYNOTE LEGEND

D7:-1 ROOF ASSEMBLY B: FULLY ADHERED ROOF MEMBRANE ON TAPERED DIRECT TO DECK APPROVE





PARTIAL ENLARGED
SECOND FLOOR PLAN
(WEST)

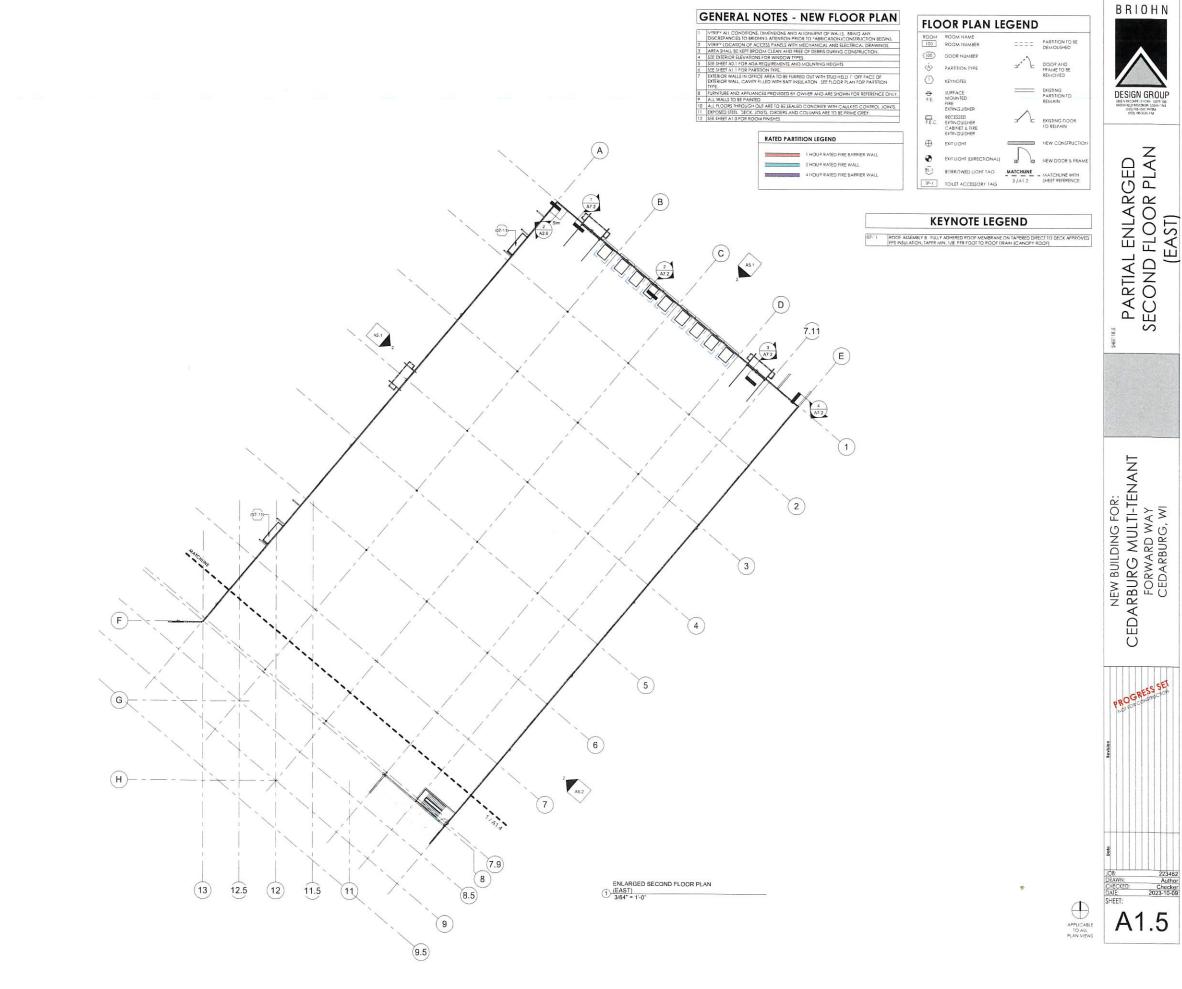
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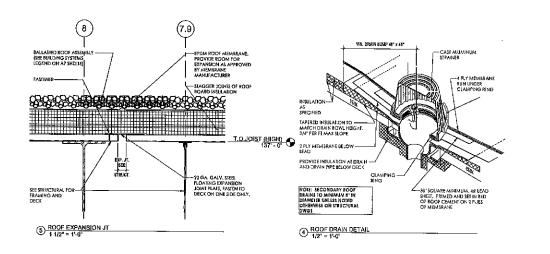
NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI

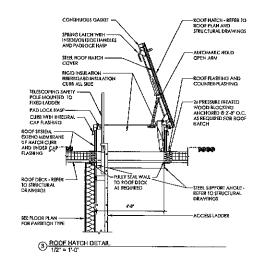


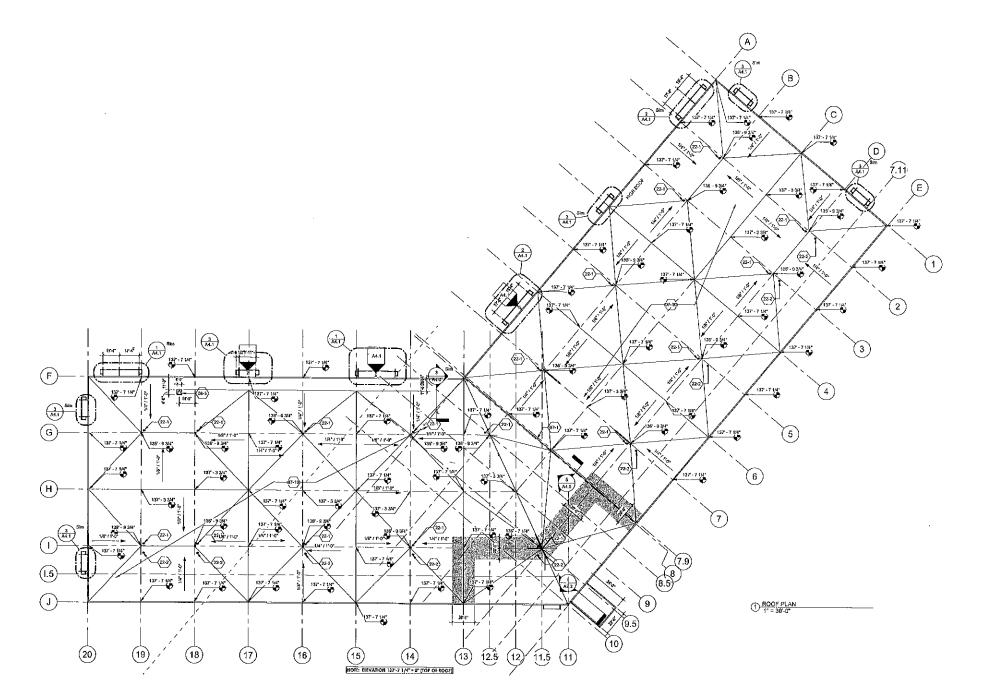


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 APPROVED EDY ROULAND IRES. THO ALVERS TASSCERED ON METAL DECY
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- 22-1 PRIMARY ROOF DRAIN SET 2 HIGHER THAN SET 2 HIGHER THA

GENERAL NOTES - ROOF PLAN

- 1982 SECULIAM TAMES FOR FUNDING STREETING INFORMATION.

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APPLICABLE
TO ALL
PLAN VIEWS



ROOF PLAN AND DETAILS



NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI





COLOR 1: RES ELEVATION PARA COLOR SET AND THE COLOR 1: RES ELEVATION PARA COLOR 1: RES ELEVATION PARA COLOR SET AND THE COLOR 1: RES ELEVATION PARA COLOR SET AND THE SET AND

KEYNOTE LEGEND PAINTERS NOTE:

PAINTING OF EXTERIOR PRECAST WALL PANELS: CHOOSE ONE SUPPLIER FOR BOTH BASE COLOR AND ACCENT COLORS PRECAST WALL PANELS SHALL WEATHER FOR 90 DAYS PRIOR TO PAINT APPLICATION. PAINT SHALL NOT BE APPLIED WHEN SURFACE AND AIR TEMPERATURES SURDER A POGREES FAHRENHEIT AND TEMPERATURES SHALL BE RISING.

ACRYLIC CONCRETE STAIN (BASE COLOR): A. [2] COATS OF HALLMAN LINDSAY #167 GRIP CRETE ACRYLIC STAIN OR [2] COATS SHERWIN WILLIAMS LOXON VERTICAL STAIN OR

STAIN OR C. [2] COATS BENJAMIN MOORE TUFFCRETE WB

A. [2] COAD OF HALLMAN UNDSAY #174
WEATHER GUARD SAIN 100% ACRYLIC HOUSE PAINT OR
 B. [2] COADS SHERWIN WILLIAMS SUPER PAINT
SAIR HOUSE PAINT OR
 C. [2] COADS BENJAMIN AURA SAIN 100%
ACRILIC HOUSE PAINT.

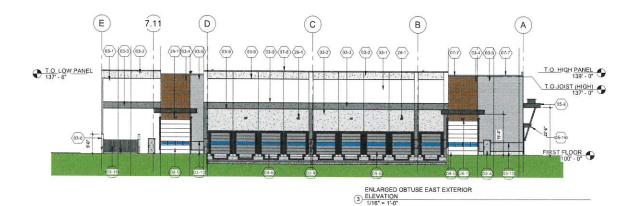
PRECASTER NOTE:

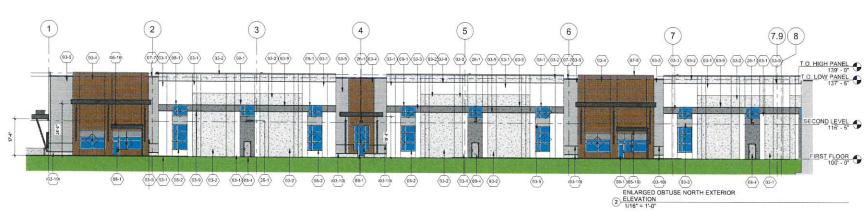
PRECASTER TO PROVIDE COVERS FOR ALL POUND PECESSED PROCKETS AND PROVINE CLOSED CELL SPA-FOAM INSULATION WITH STEEL PREFINISHED MET ALL COVER PLATES FOR ALL OTHER SHAPE OPENINGS OR RECESSED AREAS [JEAAL, URILE, JUST, GIPDER BEARING ON OTHER PROCKETED CONDITIONS) ON METRIOR SIDE OF THE PRECAST WALL PANELS.

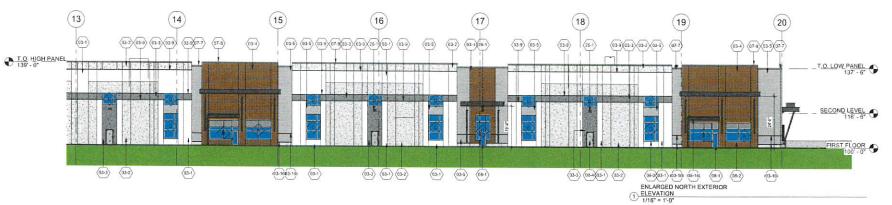
EXTERIOR BLDG SYSTEMS

ROOF ASSEMBLY A (BALLASTED): BALLASTED SINGLE PLY 45 MIL EPIDM ROOF MEMBRANE ON 5.75' DIRECT TO DECK APPROVED EPS INSULATION (R20 - TWO LAYERS, STAGGERED) ON METAL DECK (SEE STRUCTURAL DRAWINGS) ROOF ASSEMBLY 8 (CANOPY) FULLY ADHERED EPDM ROOF MEMBRANE ON TAPERED INSULATION TAPERED TO GUTTERS AS DETAILED.











ENLARGED PARTIAL EXTERIOR ELEVATIONS

NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI



A5.1



PAINTERS NOTE:

ACRYLIC CONCRETE STAIN (BASE COLOR):
 A. [2] COATS OF HALLMAN LINDS AY #167 GRIP
CRETE ACRYLIC STAIN OR
 B. [2] COATS SHERWIN WILLIAMS LOXON VERTICAL

C. (2) COATS BENJAMIN MOORE TUFFCRETE WB
CONCRETE STAIN.

2. ACCENI COLOR:

A. (2) COAIS OF HALLMAN LINDS AY ±174.

WEARINE GUARDS SAME TOOS ACEPTUC HOUSE PAINT OR

B. (2) COAIS SHEWING WILLIAMS SUFER PAINT

SAITH HOUSE PAINT OR

C. (2) COAIS BENJAMIN AURA SAITH 100%.

ACEPTUC HOUSE PAINT.

PRECASTER NOTE:

PRECASIER TO PROVIDE COVERS FOR ALL ROUTD RECESSED POCKETS AND PROVIDE CLOSED CELL SPRAN FOAM INDIAL AND THOM THE SERVINGHED METAL COVER PLATES FOR ALL OTHER SHAPE OPERINGS OF RECESSED AREA BEBAAL INDIAL 10.051. GIRRER BEARING OR OTHER POCKETED CONDITIONS) ON INTERIOR SIDE OF THE PRECASI MALL PANELS.

EXTERIOR BLDG SYSTEMS

ROOF ASSEMBLY A (BALLASTED): BALLASTED SINGLE PLY 45
AND EPDM ROOF MEMBRANE ON 5.75" DIRECT TO DECK ROOF ASSEMBLY B (CANOPY) FULLY ADHERED EPOM ROOF MEMBRANE ON TAPERED INSULATION TAPERED TO GUTTERS AS DETAILED,

INSULATED PRECAST WALL PANEL SYSTEM: 10" INSULATED PRECAST CONCRETE WALL PANEL (R-14)

ELEVATION PAINT COLOR KEY:

PAINT COLOR 1: SHERWIN WILLIAMS "SW 6203 SPARE WHITE "- LIGHT ACCENT

PAINT COLOR 5: FORMLINER PANEL PAINTED HERWIN WILLIAMS

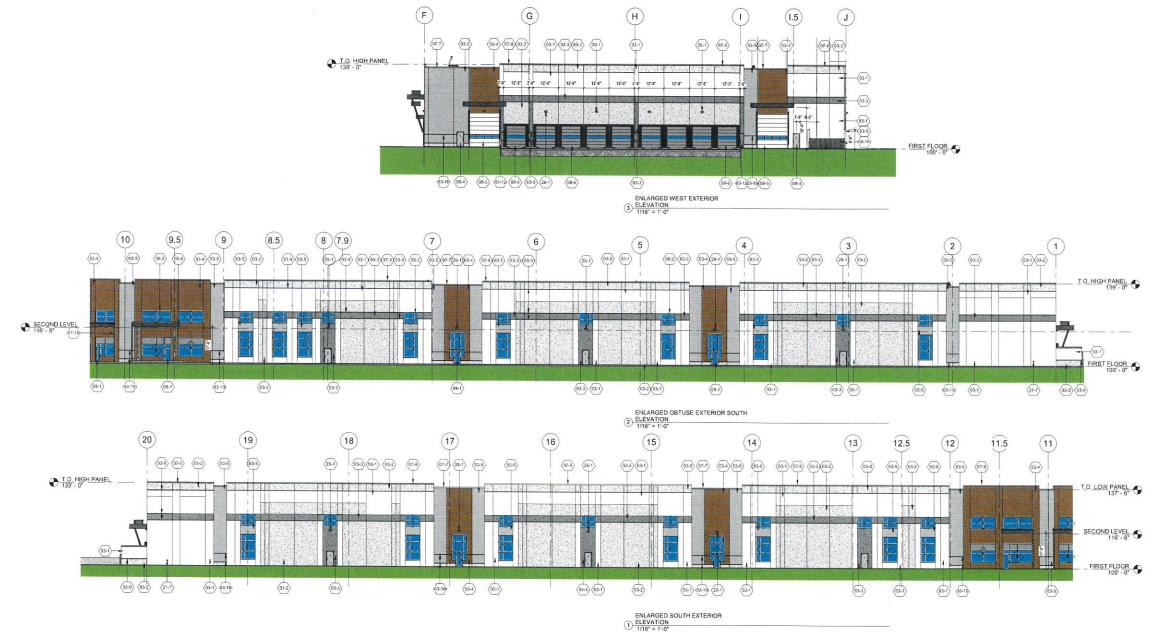
ENLARGED PARTIAL EXTERIOR ELEVATIONS

BRIOHN

DESIGN GROUP

NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI

A5.2



VIEW LOOKING EAST



ARIEL VIEW LOOKING SOUTH



VIEW LOOKING SOUTH



VIEW LOOKING NORTHWEST

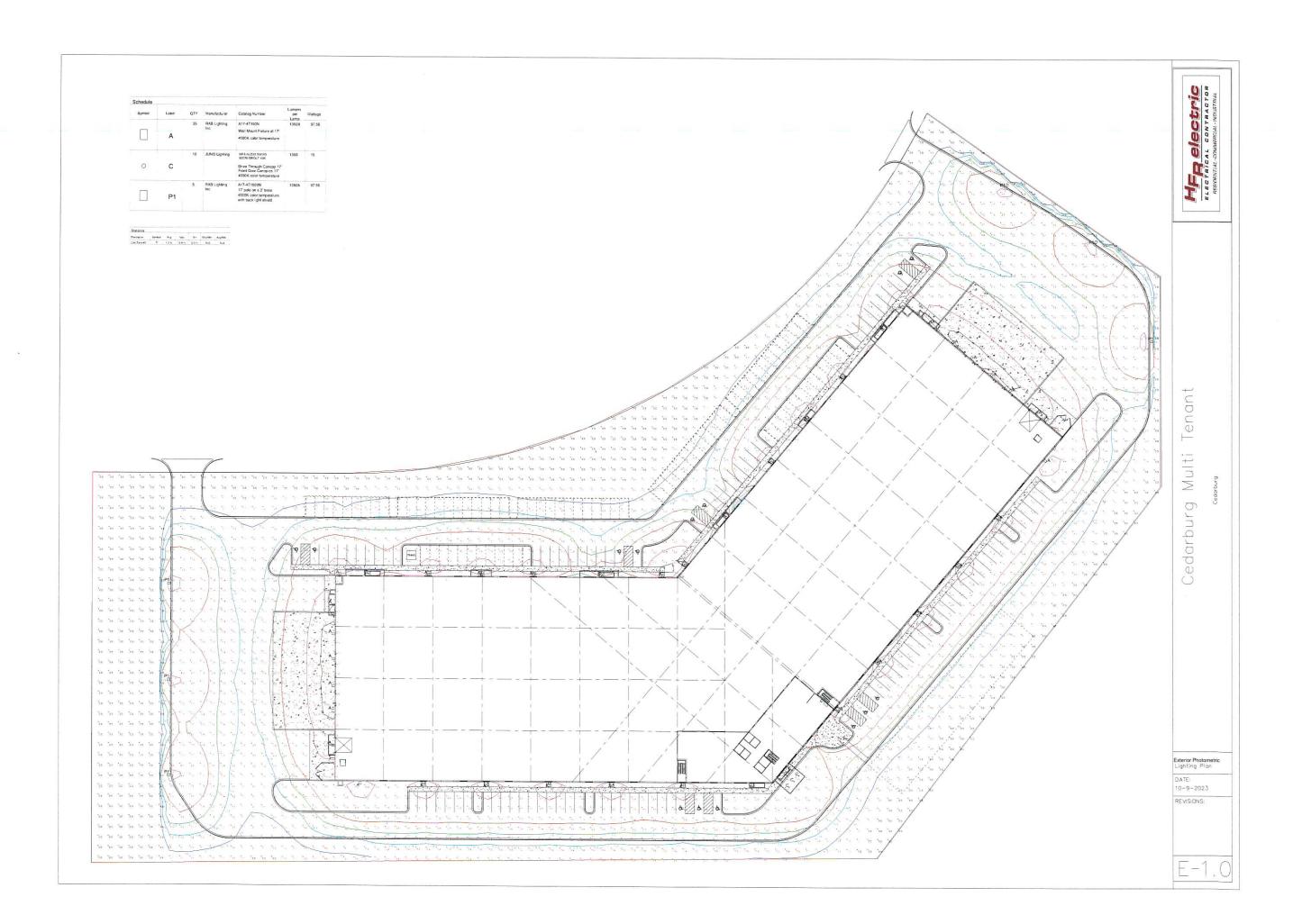


ENLARGED PERSPECTIVE

NEW BUILDING FOR:
CEDARBURG MULTI-TENANT
FORWARD WAY
CEDARBURG, WI



A5.3



Beverly Randall N44W6033 Hamilton Road, Unit 212 Cedarburg, Wisconsin 53012

October 27, 2023

Plan Commission Cedarburg City Hall W63 N645 Washington Ave P.O. Box 49 Cedarburg, WI 53012

Dear Members of the Plan Commission,

On October 9, 2023, I listened to the Common Council meeting via Zoom regarding the zoning change for the Cedarway Development Project on Washington Avenue. I am aware that the requested zoning change was approved for the development of two condominiums consisting of 7 units. I was a resident of Cedarburg in the 60s and 70s and recently moved back to the area because I value what the city has to offer. I have concerns about the project because of its potential impact on the city and because it will be located in my immediate neighborhood.

The area of development is in Cedarburg's historic area. I read with interest the following quote from Cedarburg's Land Use Plan. "Through careful planning that includes consideration of factors that have an impact on the community as a whole, the city maintains its quaint character and community pride, increases its desirability, and protects existing property values with appropriate zoning."

In reviewing that packet of information on the project that was sent to Council members, I was struck by the fact that the plans, as submitted, are certainly without charm and do not contribute to the city's quaint character. Understandably, developers are in the business of making money but what I see are two buildings that appear to be nothing more than low cost and generic in design.

- Roofing materials are available in a variety of colors and yet the plans call for basic black.
- The garage doors lack originality and are without windows.
- The basic front doors with the skimpy overhangs are less than impressive.
- The generic windows do nothing to break up the expanses of siding.

Since the project is in the gateway neighborhood, I feel it is warranted for the Planning Commission to hold the developer to high standards so that the condo complex does not detract from the surrounding area. The Planning Commission has one chance to get this right and it could very well set the tone for future projects.

Thank you for considering these issues as you provide oversight for the Cedarway Development project.

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Sincerely,

Beverly Randall